

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
December 17, 2024 - 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 Daniel Stephens, Mid-Cities Church.
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:
 - 3a. Recognition of outgoing Council members.
 - 3b. Recognition of Stephen Castle for his work on the Finance Committee.
 - 3c. Presentation to recognize ExxonMobil.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. REGULAR SESSION OF NOVEMBER 12, 2024.
 - 4b. SPECIAL SESSION OF NOVEMBER 19, 2024.
 - 4c. SPECIAL SESSION OF DECEMBER 10, 2024
5. 129-2024 – MOTION AUTHORIZING PAYMENT IN THE SUM OF \$730,000 TO MIDLAND-ODESSA URBAN TRANSIT DISTRICT; SAID PAYMENT BEING THE CITY OF MIDLAND'S FISCAL YEAR 2025 LOCAL MATCH PURSUANT TO THE INTERLOCAL AGREEMENT EXECUTED IN ACCORDANCE WITH RESOLUTION NO. 2001-227 **(DISTRICT: NONE) (FINANCE) (STRENGTHEN AND SUSTAIN OUR PACKET**

INFRASTRUCTURE)

6. 2024-187 – RESOLUTION AWARDING A CONTRACT FOR THE REMOVAL OF THE CURRENT FIRE ALARMS AND SPRINKLERS AND THE INSTALLATION OF NEW FIRE ALARMS AND SPRINKLERS AT ASTOUND BROADBAND STADIUM AND MOMENTUM BANK BALLPARK TO HENTHORN COMMERCIAL CONSTRUCTION THROUGH BUYBOARD FOR A COST OF \$540,473.13; APPROVING \$50,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
7. 2024-188 – RESOLUTION REJECTING THE BIDS RECEIVED FOR THE FISCAL YEAR 2025 CITYWIDE CONCRETE PROGRAM; AND AUTHORIZING RE-ADVERTISEMENT FOR COMPETITIVE BIDS **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
8. 2024-189 – RESOLUTION APPROVING A CONTRACT WITH LOWE’S HOME CENTERS, LLC, THROUGH THE OMNIA COOPERATIVE FOR THE CDBG ENERGY EFFICIENCY CONSERVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$121,640.00 **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
9. 2024-190 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) PICKUP TRUCKS FOR THE CITY OF MIDLAND COMMUNITY SERVICES OFFICERS AND ONE (1) BOMB TRUCK FROM SEWELL FAMILY OF COMPANIES, INC., THROUGH BUYBOARD AT A TOTAL COST OF \$237,211.60 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
10. 2024-191 – RESOLUTION APPROVING THE PURCHASE OF A FOLEY 633 ACCU-PRO REEL GRINDER, A FOLEY 672 ACCU-PRO BED KNIFE GRINDER, AND A MULTI PRO 5800-G SPRAY RIG FROM PROFESSIONAL TURF PRODUCTS, LP, THROUGH BUYBOARD AT A TOTAL COST OF \$166,098.78 **(DISTRICT 2) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
11. 2024-192 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ASPHALT PATCH TRUCK FOR THE TRANSPORTATION DIVISION FROM KINLOCH EQUIPMENT AND SUPPLY, INC. THROUGH OMNIA PARTNERS FOR A TOTAL COST OF \$265,035.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
12. 2024-193 – RESOLUTION APPROVING THE PURCHASE OF THIRTY (30) UPFITTED CHEVROLET TAHOES AND ONE (1) CHEVROLET TAHOE UPFITTED FOR K9 USE FROM SEWELL FAMILY OF COMPANIES, INC., THROUGH BUYBOARD AT A TOTAL COST OF \$2,628,858.00 **(DISTRICT: NONE) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

13. 2024-194 – RESOLUTION RATIFYING THE PURCHASE OF SIX HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS FROM LOWE’S HOME CENTERS, LLC, FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$58,500.00 **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
14. 2024-195 – RESOLUTION APPROVING THE PURCHASE OF A SEWER JET TRUCK AND ASSOCIATED COMPONENTS FROM HOUSTON FREIGHTLINER INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF \$294,374.84 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
15. 130-2024 – MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MODE COMMUNICATIONS, LLC **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
16. 131-2024 – MOTION APPROVING AN AMENDMENT TO TASK ORDER NO. 1 UNDER THAT CERTAIN MASTER RESEARCH AND DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MITRE CORPORATION **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
17. 132-2024 – MOTION APPROVING AN AMENDMENT TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED TO THE WIDENING AND IMPROVING OF STATE HIGHWAY 158 FROM SINCLAIR AVENUE TO WADLEY AVENUE, AND FROM WADLEY AVENUE TO BRIARWOOD AVENUE **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
18. 2024-196 – RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH THRIVING UNITED, INC.; AND ALLOCATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
19. 133-2024 – MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR (PY23) 2023/2024. **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
20. 2024-197 – RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT; AND ALLOCATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT**

SERVICES) (QUALITY OF LIFE AND PLACE)

21. 2024-198 – RESOLUTION GRANTING VARIANCES FOR SIX OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,992 FEET AND 2,027 FEET EAST OF NORTH A STREET AND BETWEEN 620 FEET AND 670 FEET SOUTH OF WEST LOOP 250 NORTH); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
22. 134-2024 – MOTION AUTHORIZING THE EXECUTION OF A PARK AMENITY NAMING RIGHTS AGREEMENT WITH EXXONMOBILE CORPORATION; SAID AGREEMENT PROVIDING FOR EXXONMOBILE CORPORATION'S FINANCIAL CONTRIBUTION TO THE BEAL PARK RENOVATION PROJECT AND RECEIPT OF NAMING RIGHTS TO CERTAIN IMPROVEMENTS TO BE CONSTRUCTED AT BEAL PARK; AND APPROPRIATING \$1,750,000.00 TO THE BEAL PARK RENOVATION PROJECT **(DISTRICT 4) (PARKS AND RECREATION) (QUALITY OF LIFE AND PLACE)**
23. 2024-199 – RESOLUTION ACCEPTING A FY2024 BODY-WORN CAMERA PROGRAM GRANT IN THE AMOUNT OF \$8,313.46 AWARDED THROUGH THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION FOR THE PURCHASE OF BODY-WORN CAMERAS AND DIGITAL STORAGE SYSTEMS; APPROVING MATCHING FUNDS IN THE AMOUNT OF \$2,771.15; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING GRANT FUNDS **(DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
24. 135-2024 – MOTION ACCEPTING A DONATION IN THE AMOUNT OF \$140,000.00 FROM BUSTIN' FOR BADGES; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF \$140,000.00 IN THE POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS **(DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
25. 136-2024 – MOTION ACCEPTING A DONATION IN THE AMOUNT OF \$25,000.00 FROM CONOCOPHILLIPS; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY PROTECTIVE EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF \$25,000.00 IN THE POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS **(DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

SECURE CITY)

26. 137-2024 – MOTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH MIDLAND COUNTY PROVIDING FOR THE MIDLAND COUNTY FIRE MARSHAL'S OFFICE'S PARTICIPATION ON THE MIDLAND POLICE BOMB SQUAD **(DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
27. 138-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-015) BETWEEN THE CITY OF MIDLAND AND CORONADO MIDSTREAM LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 23 AND 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT 4) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
28. 139-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE AMENDMENT (24-317-017) WITH ETC NORTH PERMIAN MIDSTREAM, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY **(DISTRICT 1) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
29. 140-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND PIONEER NATURAL RESOURCES USA, INC., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY **(DISTRICT 1) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
30. 141-2024 – MOTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A GIFT DEED QUITCLAIMING UNTO THE CITY A 2.328-ACRE TRACT OF LAND AND A 5.014-ACRE TRACT OF LAND OUT OF SECTION 19, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM PARSLEY MINERALS, LLC; AND AUTHORIZING THE CITY MANAGER'S OFFICE TO EXECUTE ALL DOCUMENTS NECESSARY FOR SUCH ACCEPTANCE **(DISTRICT 1) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
31. 142-2024 – MOTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A GIFT DEED QUITCLAIMING UNTO THE CITY A 0.516-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM PARK HILL RESOURCES LLC; AND AUTHORIZING THE CITY MANAGER'S OFFICE TO EXECUTE ALL DOCUMENTS NECESSARY FOR SUCH ACCEPTANCE **(DISTRICT 1) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

32. 143-2024 – MOTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE “CITY MANAGER’S OFFICE”) TO ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A GIFT DEED QUITCLAIMING UNTO THE CITY A 5.46-ACRE TRACT OF LAND OUT OF SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM PIONEER NATURAL RESOURCES USA, INC.; AND AUTHORIZING THE CITY MANAGER’S OFFICE TO EXECUTE ALL DOCUMENTS NECESSARY FOR SUCH ACCEPTANCE **(DISTRICT 1) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

SECOND READINGS

33. 10577 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 34, NORTHGATE ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF NORTHBROOK LANE, APPROXIMATELY 720 FEET NORTHWEST OF WEST 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 (FIRST READING HELD NOVEMBER 12, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
34. 10578 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 8, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST DORMARD AVENUE), 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 NOVEMBER 12, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**
35. 10579 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 330 FEET SOUTHEAST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST WADLEY AVENUE), 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 NOVEMBER 12, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

36. 10580 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF MIDLAND, TEXAS (FIRST READING HELD NOVEMBER 12, 2024) **(DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
37. 10581 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER FOUR, CITY OF MIDLAND, TEXAS (FIRST READING HELD NOVEMBER 12, 2024) **(DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

PUBLIC HEARINGS

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

38. 10582 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CAVENDER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ARLINGTON ROAD AND DEAUVILLE BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**
39. 10583 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 4,500-SQUARE FOOT PORTION OF BLOCKS 21 AND 22, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST SCHARBAUER AVENUE), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL 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 **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

40. 10584 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 18 AND 19, BLOCK 1, SKYVIEW DEVELOPMENT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF EAST LOOP 250 NORTH AND TODD DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

MISCELLANEOUS

41. 10585 – AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MIDLAND, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
42. 144-2024 – MOTION GRANTING PRINCE SIGNS LLC'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1A, BLOCK 1, PAVILION PARK, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND EAST MOCKINGBIRD LANE) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
43. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: NONE) (CITY SECRETARY)**

PUBLIC COMMENT

44. 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

45. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:
- a. Section 551.087, Deliberate Economic Development Negotiations
 - a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.
 - b. Section 551.074, Personnel Matters
 - b.1. Deliberate the appointment of members to the Midland Development Corporation board of directors and the Planning and Zoning Commission.

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.

**MIDLAND CITY COUNCIL
MINUTES
November 12, 2024**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., November 12, 2024.

Council Members present: Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman

Council Members absent: None

Staff members present: City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

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

OPENING ITEMS

1. Invocation – Pastor Pat Bryant, Travis Baptist Church.
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:
 - 3a. Presentation by Planning & Development Officer Elizabeth Triggs on Code Enforcement Initiatives to address nuisances and enhance community health and safety.

Planning & Development Officer Elizabeth Triggs gave a presentation on Code enforcement activities for the City of Midland and how they relate to the Strategic Plan. Mrs. Triggs reviewed the mission and purpose which is to be proactive and responsive to the needs of the Citizens of Midland while ensuring compliance with the codes of the City.

Mrs. Triggs reported responsiveness and proactivity while obtaining compliance are top priorities for Code Enforcement. When there is compliance with ordinances, vandalism is reduced, crime is deterred and property values are maintained.

Mrs. Triggs also reported on key responsibilities, team and other duties, priorities and metrics, success stories for abatements, and demolitions, closure rates, key results, strategies implemented and future strategies, just to name a few.

- 3b. Presentation by Budget Manager Alyssa Coppens regarding Inflation and the Midland Factor.

Budget Manager Alyssa Coppens gave a presentation regarding inflation and the “Midland Factor”. Ms. Coppens reviewed the impacts of inflation; both regional and local and the importance of anticipating expenses ahead of time if possible. Ms. Coppens reported there are slight benefits to inflation such as sales taxes, however, it is not a reliable source of income.

Ms. Coppens provided several examples of how inflation affects projects. One of the examples included a landfill entrance road project in which the cost increased by more than \$1M in only two years.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
- 4a. REGULAR SESSION OF OCTOBER 22, 2024
- 4b. SPECIAL SESSION OF NOVEMBER 4, 2024
7. 2024-175 – RESOLUTION CASTING THE CITY OF MIDLAND’S VOTES FOR DIRECTORS OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR JOHN SCHARBAUER; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER’S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
8. 2024-176 – RESOLUTION AWARDING A CONTRACT FOR THE ALLEYWAY MICHIGAN TO ILLINOIS UTILITY IMPROVEMENTS PROJECT TO ENTRENCH INC FOR AN AMOUNT OF \$647,977.00; APPROVING \$129,595.40 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT 3) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
9. 2024-177 – RESOLUTION APPROVING THE PURCHASE OF A TURF AERATOR 687, A PROPASS 200 WIRELESS TOP DRESSER, A REELMASTER FAIRWAY MOWER, A GREENSMaster TRIFLEX GREENS MOWER, AND ASSOCIATED ACCESSORIES FROM TURF PRODUCTS, LP, THROUGH BUYBOARD AT A TOTAL COST OF \$190,645.20 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
11. 2024-179 – RESOLUTION AUTHORIZING PURCHASE OF A LEDWELL WT4000 WATER TRUCK AND TANK FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD PACKET

4a.2

December 17, 2024

FOR A TOTAL COST OF \$227,419.55 **(DISTRICT: NONE) (GENERAL SERVICES)**
(PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

13. 2024-181 – RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE CONSTRUCTION OF PHASE 1 OF THE BEAL PARK RENOVATION PROJECT FOR A TOTAL COST OF \$15,410,517.00; APPROVING \$1,850,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
15. 127-2024 – MOTION APPROVING AN AMENDMENT TO THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STARFIGHTERS SPACE TEXAS, INC. **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
16. 2024-182 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING, LLC (“OPERATOR”) TO DRILL 11 OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,365 FEET AND 2,045 FEET WEST OF NORTH A STREET AND BETWEEN 1,057 FEET AND 1,097 FEET NORTH OF PASSAGE WAY EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
17. 2024-183 – RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, THE SALVATION ARMY OF MIDLAND, THE MIDLAND COUNTY HOSPITAL DISTRICT, SENIOR LIFE MIDLAND, INC., MISSION HEALTH CARE, INC., CHURCH ON WHEELS, INC., WEST TEXAS FOOD BANK, AND MIDLAND HABITAT FOR HUMANITY; AUTHORIZING THE FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS; AND APPROPRIATING AND ALLOCATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
18. 128-2024 – MOTION APPROVING, WITH STAFF’S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF GM INDUSTRIAL ADDITION, BEING A PLAT OF A 25.00-ACRE TRACT OF LAND OUT OF BLOCK 38, T-2-S, JOE NEWCOMER PREEMPTION SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1142 AND EAST COUNTY ROAD 135) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
19. 2024-184 – RESOLUTION OF THE CITY OF MIDLAND, TEXAS, SUSPENDING THE DECEMBER 21, 2024 EFFECTIVE DATE OF ATMOS ENERGY CORP., WEST TEXAS DIVISION’S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE

REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND AUTHORIZING INTERVENTION IN ATMOS WEST TEXAS' REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE RAILROAD COMMISSION OF TEXAS; HIRING LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C. ATTORNEYS AND CONSULTANTS TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF THE CITY'S RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

John Norman moved to approve consent agenda items 4-19, excluding items 5, 6, 10, 12 & 14; seconded by Scott Dufford.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

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

5. 2024-174 – RESOLUTION ADOPTING AN OFFICIAL FUNDING PLAN FOR THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND

Finance Director Christy Weakland gave a brief overview of the item noting this resolution is adopting an official funding plan for the Midland Firemen's Relief and Retirement Fund (MFRRF). The MFRRF passed a resolution on November 4, 2024 to show their intention to present to the Firefighters their vote to reduce benefits and/or increase contribution changes. In order for this to go forth, there are contingencies for both the City and the Firefighters.

Council Member Dufford inquired about safeguards and length of time this may take.

Mayor Blong reported if nothing is done, the amount increases by about \$3.5 million per year.

City Manager Tommy Gonzalez reported if the firefighters vote and pass everything on their end, this could be done by the end of the year.

Scott Dufford moved to approve Resolution No. 2024-174; seconded by Eric Davidson.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

6. 125-2024 – MOTION CREATING A PROJECT ACCOUNT INTO WHICH REIMBURSEMENTS FROM OUTSIDE ENTITIES FOR PURPOSES RELATED TO PUBLIC IMPROVEMENTS SHALL BE DEPOSITED; REQUIRING THE FUNDS IN SAID PROJECT ACCOUNT TO BE USED FOR GRANT MATCHING PURPOSES; AND ALLOCATING THE SUM OF \$400,000.00 FROM THE 2025 OPERATING BUDGET OF THE GENERAL FUND TO SAID PROJECT ACCOUNT

Amy Stretcher Burkes moved to approve Motion No. 125-2024; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

Assistant City Manager Jose Ortiz spoke on the importance of grants and that Vision Zero was finished one year in advance of the estimated completion date.

City Manager Tommy Gonzalez reported this grant was for \$8.6 million and would not have been received had staff not moved quickly.

Intergovernmental Relations Officer Lindsey Adams gave a brief presentation and history of the grants program. Since its inception, the grants program has generated a return on investment of over 3,400 percent. Ms. Adams reported that competitive grant funding is the process by which competitive applications and grants are reviewed and awarded.

Ms. Adams also reviewed the Safety Action Plan and Vision Zero and reported that on the \$8.6 million grant award there is a 20% match. This match equals \$2.1 million in matching funds since the total project cost is \$10.8 million. Finally, Ms. Adams reviewed other grant funding awards such as the Wildcatter Trail.

Ms. Adams reported they won the Smart Transportation Advance Runways award from TXDOT and the Safety Action Plan won an award from the American Planning Association Texas Chapter.

10. 2024-178 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FOR THE FIRE DEPARTMENT FROM CHASTANG ENTERPRISES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF \$168,046.00

Eric Davidson moved to amend the language to read SUV's instead of ambulances Resolution No. 2024-178 by; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

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Deputy City Manager Morris Williams reported this was a miss-print. The resolution should read SUV's, not ambulances.

12. 2024-180 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN CITY OF MIDLAND SERVICE CONTRACT #17002610 RELATING TO CONCESSION MANAGEMENT SERVICES FOR EVENTS HELD AT ASTOUND BROADBAND STADIUM

Parks and Recreation Director Laurie Williams reported the amendment is to change the percentage of revenues. Since 2017, labor and food cost have gone up significantly due to inflation so lower percentages are needed.

Jack Ladd moved to approve Resolution No. 2024-180; seconded by John Norman.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

14. 126-2024 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 12 TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL; SAID AMENDMENT PROVIDING FOR (I) AN INCREASE IN THE SCOPE THE TERMINAL MODERNIZATION AND CHECKPOINT RELOCATION PROJECT (900276) AND THE APPROPRIATION OF \$276,125.00 TO SAID PROJECT, AND (II) AN INCREASE IN THE SCOPE OF THE AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT ACQUISITION PROJECT (700351) AND THE APPROPRIATION OF \$65,000.00 TO SAID PROJECT

Council Member Poole inquired as to why an engineering firm is needed.

Airports Director Justine Ruff reported the Federal Aviation Administration (FAA) has a matrix that explains what is needed according to snowfall and other factors but it does not provide advise as to what equipment is needed. This firm may make equipment recommendations to purchase according to the matrix. The FAA pays 90% of the cost.

Robin Poole moved to approve Motion No. 126-2024; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

SECOND READINGS

20. 10568 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND,

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TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 22.119-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 NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,550 FEET WEST OF STATE HIGHWAY 158); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD SEPTEMBER 24, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10568.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10568; seconded by John Norman.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

21. 10569 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 22.119-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,550 FEET WEST OF STATE HIGHWAY 158; 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 SEPTEMBER 24, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10569.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10569; seconded by John Norman.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

22. 10573 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 62, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MADISON STREET, APPROXIMATELY 200 FEET NORTH OF CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS

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(\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 22, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10573.

John Norman moved to approve the second and final reading of Ordinance No. 10573; seconded by Eric Davidson.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

23. 10574 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 120 FEET SOUTH OF EAST CALIFORNIA 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 OCTOBER 22, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10574.

John Norman moved to approve the second and final reading of Ordinance No. 10574; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

24. 10575 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 20, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TILDEN STREET, APPROXIMATELY 110 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 22, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10575.

John Norman moved to approve the second and final reading of Ordinance No. 10575; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

25. 10576 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 18, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET, APPROXIMATELY 171 FEET SOUTH OF EAST CALIFORNIA 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 OCTOBER 22, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10576.

John Norman moved to approve the second and final reading of Ordinance No. 10576; seconded by Eric Davidson.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARINGS

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

26. 129-2024 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: CHAPARRAL 110 MIPA UNIT H110 LS; CHAPARRAL 110 MIPA UNIT H110 NB; CHAPARRAL 110 MIPA UNIT H110 SS; CHAPARRAL 110 MIPA UNIT H110 WB; CHAPARRAL 110 MIPA UNIT H115 WA; AND CHAPARRAL 110 MIPA UNIT H120 NW; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,992 FEET AND 2,027 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 620 FEET AND 670 FEET SOUTH OF W LOOP 250 N. – PUBLIC HEARING ONLY **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Oil & Gas Compliance Officer Garrick Clayton gave a brief overview of the item noting he had conversations with the operator. Permian Deep Rock is doing the best they can even though there is dust and wind.

Mayor Blong opened the public hearing at 11:19 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY, NO ACTION TAKEN.

27. 10577 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 34, NORTHGATE ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF NORTHBROOK LANE, APPROXIMATELY 720 FEET NORTHWEST OF WEST 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 1) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10577.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it is a zone change request. One letter of objection was received. Staff recommends approval.

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

Eric Davidson moved to approve the first of two readings of Ordinance No. 10577; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd

NAY: None

ABSTAIN: None

ABSENT: Norman

28. 10578 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 8, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST DORMARD AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10578.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting the request is for an SUD for alcohol sales. There were some objections regarding health, safety, trash and an RV. The Planning & Zoning Commission reviewed the objections and recommends approval as they do meet the requirements.

Mayor Blong opened the public hearing at 11:28 a.m.

Michael Loya, 2909 N. Big Spring, owner of Tall City Meat Market, thanked everyone for their assistance and reported the RV has been taken care of.

There being no one else wishing to speak, the public hearing was closed at 11:29 a.m.

Robin Poole moved to approve the first of two readings of Ordinance No. 10578; seconded by Eric Davidson.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

29. 10579 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 330 FEET SOUTHEAST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST WADLEY AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10579.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it is for an SUD for alcohol sales. One letter of objection was received. Staff and Planning and Zoning recommend approval.

Mayor Blong opened the public hearing at 11:33 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10579;

seconded by Robin Poole.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

30. 10580 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF MIDLAND, TEXAS **(DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10580.

City Manager Tommy Gonzalez reported items 30 and 31 are for growth and financial planning. The City would like to put money aside for projects such as the sports complex as it is due to run out of funds.

Planning & Development Officer Elizabeth Triggs gave a brief overview of creating Tax Increment Reinvestment Zone (TIRZ) number three which is along the 191 corridor. This would allow the City to set aside funds for the anticipated growth.

A key development district in West Midland will have a sports complex corridor to enhance youth sports, Zoo Midland, The Preserve, 191 corridor connections, Deauville Employment Center and existing and new retail to include Costco.

David Pettit, with David Pettit Economic Development in Fort Worth, reviewed the TIRZ creation process as outlined by chapter 311 which provides procedures for its' creation. Mr. Pettit reviewed Development Projections and Proposed next steps which is to approve the creation of the TIRZ and then the TIF (Tax Increment Financing) plan.

Council Member Poole inquired about creating and adopting the TIRZ all at once. Mr. Pettit reported that the state statute requires two separate ordinances.

Council Member Amy Stretcher Burkes inquired about having conversations with other entities within the City/County.

Mayor Blong reported on the benefits of going this route.

Council engaged in discussion on this item with Mr. Pettit.

Mayor Blong opened the public hearing at 11:58 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Mr. Pettit explained the process of having conversations with the other entities; the ordinance needs to be passed first.

Mayor Blong reopened the public hearing at 12:02 p.m.

John Burkholder, 6406 Mockingbird Lane, inquired about the TIF and Impact Fees. Mr. Pettit reported nothing changes from the traditional impact and building permit fees.

There being no one else wishing to speak, the public hearing was closed at 12:03 p.m.

Eric Davidson moved to approve the first of two readings of Ordinance No. 10580; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Davidson, Blong, Dufford, Ladd, Norman

NAY: Stretcher Burkes, Poole

ABSTAIN: None

ABSENT: None

31. 10581 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER FOUR, CITY OF MIDLAND, TEXAS **(DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10581.

Planning & Development Officer Elizabeth Triggs gave a brief overview of creating Tax Increment Reinvestment Zone (TIRZ) #4 along loop 250 West and includes the Sports Complex.

Council Member Norman inquired about the two fields that are going out there. Mrs. Triggs reported the fields are in design.

David Pettit reported this is to help with funding for the sports complex. Mr. Pettit reviewed the creation process, purpose of the TIRZ #4, development projections, projected tax revenue, eligible projects and proposed next steps.

Council engaged in discussion on this item among each other, with Mr. Pettit and with City Manager Tommy Gonzalez.

Council Member Poole inquired about amending the boundary to including Beal Park which Council agrees.

Mayor Blong opened the public hearing at 12:29 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10581; seconded by Eric Davidson.

The motion passed by the following vote:

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

MISCELLANEOUS

32. 2024-185 – A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED FIFTY EIGHT MILLION AND NO/100 DOLLARS (\$58,000,000.00) AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Finance Director Christy Weakland gave a brief overview of the item noting it is for authorizing the City to publish notice of intent to issue Certificates of Obligation (CO). The total issuance is for \$56.8M and will include infrastructure needs at \$28.8M and Beal Park Improvements at \$28M. Mrs. Weakland reported on the progress for Reyes Mashburn Nelms, refunding opportunity and tax supported debt per capita.

Eric Davidson moved to approve Resolution No. 2024-185; seconded by Scott Dufford.

The motion passed by the following vote:

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

33. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE)**

Eric Davidson moved to appoint Tim Jackel Jr. to the Barbara & George H.W. Bush Convention Center Advisory Board; seconded by John Norman.

The motion passed by the following vote:

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

Jack Ladd moved to reappoint Don "Woody" Woodward and Robert Crites to the Midland-Odessa Urban Transit District Board; seconded by John Norman.

The motion passed by the following vote:

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

John Norman moved to appoint Intergovernmental Relations Officer Lindsey Adams to the Midland-Odessa Urban Transit District Board; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

John Norman moved to appoint Daniel Garcia to the Midland-Odessa Urban Transit District Board; seconded by Eric Davidson.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

Robin Poole moved to appoint Dann Schantz to the Midland Spaceport Development Corporation; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

Scott Dufford moved to appoint Keith Braun to the Oil and Gas Advisory Commission; seconded by Eric Davidson.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

John Norman moved to appoint Marion Bryant to the Parks and Recreation Commission; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

Jack Ladd moved to appoint Deborah Julian and Brently LaFoy and to appoint alternates Keith Braun and Spencer Manning to the Zoning Board of Adjustment & Airport Zoning Board of Adjustment; seconded by John Norman.

The motion passed by the following vote:

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

PUBLIC COMMENT

34. 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

35. 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:

Mayor Blong recessed the City Council meeting to go into Executive Session at 12:49 p.m.

a. Section 551.087, Deliberate Economic Development Negotiations

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

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment of members to the Midland Development Corporation board of directors and the Planning and Zoning Commission.

All the business at hand having been completed, the meeting adjourned at 1:47 p.m.

PASSED AND APPROVED December 17, 2024.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary



The City Council convened in **Special** Session in the City Hall Council Chamber, Midland, Texas, at 9:00 AM, Tuesday, November 19, 2024.

Council Members present: Eric Davidson, Amy Stretcher Burkes, Robin Poole, John Norman

Council Members absent: Lori Blong, Scott Dufford, Jack Ladd

Staff members present: City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

The meeting was called to order at 9:02 a.m.

SPECIAL SESSION

1. 2024-186 – RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 5, 2024 GENERAL ELECTION FOR FOUR (4) CITY OFFICERS AND SPECIAL ELECTION REGARDING THE CONVEYANCE OF A 3.74-ACRE TRACT OF LAND OUT OF BLOCKS 29 AND 36, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, SAID TRACT BEING A PORTION OF HIDALGO PARK THAT IS MOSTLY UNIMPROVED, TO MIDLAND SOUP KITCHEN MINISTRY, A NON PROFIT ORGANIZATION, TO BE USED IN A MANNER THAT PRIMARILY PROMOTES A PUBLIC PURPOSE OF THE CITY OF MIDLAND, TEXAS **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Four City Council Members convened to canvass the results of the November 5, 2024 General Election to include Proposition A.

Amy Stretcher Burkes moved to approve Resolution No. 2024-186; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Norman

NAY: None

ABSTAIN: None

ABSENT: Blong, Dufford, Ladd

All the business at hand having been completed, the meeting adjourned at 9:04 a.m.

PASSED AND APPROVED December 17, 2024.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT



The City Council convened in **Special** Session at the Northside of State Highway 191, approximately 1,550 feet west of State Highway 158 , Midland, Texas, at 10:00 AM, Tuesday, December 10, 2024.

Council Members present: Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd

Council Members absent: John Norman

Staff members present: City Manager Tommy Gonzalez, Assistant City Manager Jose Ortiz

The meeting was called to order at 10:30 a.m.

PRESENTATIONS

1. Hold a ground-breaking ceremony for the new Costco facility.

The City Council, Midland Development Corporation Board, Costco Representatives, City staff and several members of the community gathered for the ground-breaking ceremony of the new Costco facility.

All business at hand having been completed, the meeting adjourned at 10:42 a.m.

PASSED AND APPROVED December 17, 2024.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary



City Council Meeting

Item Number: 5
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Jamie Barton,
Subject: MOTION AUTHORIZING PAYMENT IN THE SUM OF \$730,000 TO MIDLAND-ODESSA URBAN TRANSIT DISTRICT; SAID PAYMENT BEING THE CITY OF MIDLAND'S FISCAL YEAR 2025 LOCAL MATCH PURSUANT TO THE INTERLOCAL AGREEMENT EXECUTED IN ACCORDANCE WITH RESOLUTION NO. 2001-227 (DISTRICT: NONE) (FINANCE) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

The Midland-Odessa Urban Transit District (MOUSD) was established through an interlocal agreement between the City and the City of Odessa on August 28, 2001, to provide mass transit to both cities. The agreement established the MOUSD as an urban transportation system provider under chapter 458 of the Texas Transportation Code. The MOUSD is to be exclusively governed by both City Councils or through an equally appointed board. The Transit Board (the Board) is the official governing agency of EZ-Rider. It is comprised of six individuals from both cities, appointed by their respective City Councils. The Board approves the budget, routes, fares, schedules, policies and procedures, new services, etc.

The request for the Fiscal Year 2025 local match is \$730,000, which is a \$50,000 increase from Fiscal Year 2024. However, there has not been an increase in the requested amount for the past three years. The 7% increase is due to inflationary costs which include rising fuel prices, increased ridership, and provisional increases to drivers' wages to remain competitive with Midland Independent School District.

Recommended City Council Action:

Approve

Fiscal Impact:

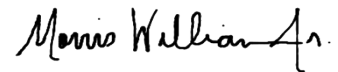
Funds are available in the General Fund operating budget

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Funding is for the continued support of the community's public transportation system.



City Manager's Office



City Council Meeting

Item Number: 6
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT FOR THE REMOVAL OF THE CURRENT FIRE ALARMS AND SPRINKLERS AND THE INSTALLATION OF NEW FIRE ALARMS AND SPRINKLERS AT ASTOUND BROADBAND STADIUM AND MOMENTUM BANK BALLPARK TO HENTHORN COMMERCIAL CONSTRUCTION THROUGH BUYBOARD FOR A COST OF \$540,473.13; APPROVING \$50,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding a contract for the removal and installation of fire alarms and sprinklers at Astound Broadband Stadium and Momentum Bank Ballpark Project to Henthorn Commercial Construction through Buyboard 660-21 for a cost of \$540,473.13 plus \$50,000.00 in project related items for a total cost of 590,473.13.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available the Scharbauer Sports Fund unappropriated fund balance and will be appropriated and transferred to a project for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends awarding a contract for the removal and installation of fire alarms and sprinklers at Astound Broadband Stadium and Momentum Bank Ballpark Project to Henthorn Commercial Construction through Buyboard 660-21. 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 attached memo from Laurie Williams, Parks and Recreation Manager, for additional information.

Therefore, please consider resolution awarding a contract for the for the removal and installation of fire alarms and sprinklers at Astound Broadband Stadium and Momentum Bank Ballpark Project to Henthorn Commercial Construction through Buyboard 660-21 for a cost of \$540,473.13 plus \$50,000.00 in project related items for a total cost of 590,473.13.



City Manager's Office



Scharbauer Sports Complex Division
Interoffice Memorandum

Date: December 4, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie Williams, Parks and Recreation Director
Subject: Purchase and installation of Fire Suppression System at Momentum Bank Ball Park and Astound Broadband Stadium at the Scharbauer Sports Complex

The existing fire suppression system at the Momentum Bank Ball Park and Astound Broadband Stadium needs to be replaced immediately. The current system was installed when the Sports Complex was built. The system in the football stadium cannot be pressurized because of the number of leaks. The system in the baseball stadium is not capable of pumping water in the event of a fire. The system is currently red tagged and needs to be replaced immediately to protect the assets at the stadiums.

Finding a company to quote this work has proven difficult. Several companies have been contacted, but none were willing to take on the work. Through the Gordian Group, Henthorn Construction will work as the General Contractor to complete the removal of the outdated equipment and installation of the new fire alarms and sprinkler systems in both stadiums.

Staff recommends the purchase of the new systems as soon as possible. The BuyBoard quote for the work is \$540,473.13. Ten percent, or \$50,000, is requested to cover additional project related costs that may arise during the installation. Total requested funding is \$590,473.13.

Funds in the amount of \$590,473.13 are available in the Scharbauer Sports Complex Fund Unappropriated Fund Balance and will be transferred and appropriated to a project in the Capital Projects Fund.

RESOLUTION NO. _____

**RESOLUTION AWARDDING A CONTRACT FOR THE
REMOVAL OF THE CURRENT FIRE ALARMS AND
SPRINKLERS AND THE INSTALLATION OF NEW
FIRE ALARMS AND SPRINKLERS AT ASTOUND
BROADBAND STADIUM AND MOMENTUM BANK
BALLPARK TO HENTHORN COMMERCIAL
CONSTRUCTION THROUGH BUYBOARD FOR A
COST OF \$540,473.13; APPROVING \$50,000.00 FOR
PROJECT RELATED EXPENSES; AND
APPROPRIATING FUNDS FOR SAID PROJECT**

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, Henthorn Commercial Construction has submitted a total proposed cost to the City of \$540,473.13 through Buyboard for the work associated with the removal of the current fire alarms and sprinklers and the installation of new fire alarms and sprinklers at Astound Broadband Stadium and Momentum Bank Ballpark; and

WHEREAS, the City Council finds the price proposed by Henthorn Commercial Construction through Buyboard for the work associated with the removal of the current fire alarms and sprinklers and the installation of new fire alarms and sprinklers at Astound Broadband Stadium and Momentum Bank Ballpark to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Henthorn Commercial Construction for the work associated with the removal of the current fire alarms and sprinklers and the installation of new fire alarms and sprinklers at Astound Broadband Stadium and Momentum Bank Ballpark through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve \$50,000.00 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 Henthorn Commercial Construction for the work associated with the removal of the current fire alarms and sprinklers and the installation of new fire alarms and sprinklers at Astound Broadband Stadium and Momentum Bank Ballpark, through Buyboard, for a cost of \$540,473.13. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of \$50,000.00 for project related expenses is hereby approved.

SECTION THREE. That the sum of \$590,473.13 is hereby appropriated from the Scharbauer Sports Fund unappropriated fund balance and shall be transferred to a project established by the City of Midland Finance Department.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Henthorn Commercial Construction pursuant to the terms of said contract from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager.

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., 2024, 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:

John Ohnemiller, City Attorney



THE CITY OF MIDLAND

CONTRACT

Contract No. 25002186

THIS CONTRACT, effective the 18th day of December 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Henthorn Commercial Construction, LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$540,473.13 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the removal and installation of fire alarms and sprinklers at Astound Broadband Stadium and Momentum Bank Ballpark. 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 180 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or

labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. Insurance:

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

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

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

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

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors,

subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall

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

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 311.004 of the Texas Local Government Code and Section 311.004 of the Texas Government Code.

PACKET

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December 17, 2024

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

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Work Order Signature Document**ezIQC Buy Board Contract No.: 660-21**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 136061.00

Work Order Date: 11/25/2024

Work Order Title: City of Midland- Astound Scharbauer Sports complex Fire Alarm and Sprinkler

Owner Name: City of Midland

Contractor Name: Henthorn Commercial Construction

Contact: Regina Stephenson

Contact: Bryan Walters

Phone: 432-685-7233

Phone: (806) 687-3084

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 660-21.

Brief Work Order Description:

Fire Suppression Install

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$540,473.13**

Owner Purchase Order Number:

Approvals

Owner

Date

Contractor

Date

Detailed Scope of Work

To: Bryan Walters
Henthorn Commercial Construction
2011 Avenue C
Lubbock, TX 79404
(806) 687-3084

From: Regina Stephenson
City of Midland
300 N Loraine
Midland, TX 79701
432-685-7233

Date Printed: November 25, 2024

Work Order Number: 136061.00

Work Order Title: City of Midland- Astound Scharbauer Sports complex Fire Alarm and Sprinkler

Brief Scope: Fire Suppression Install

☐ Preliminary

☐ Revised

☒ Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

This proposal includes fire sprinkler repairs at broadband football stadium, and fire alarm replacement at the baseball stadium. We have also included replacing the fire pump and repair the leaking sprinkler line at the baseball stadium .

Subject to the terms and conditions of JOC Contract **660-21**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: November 25, 2024

Re: IQC Master Contract #: 660-21
Work Order #: 136061.00
Owner PO #:
Title: City of Midland- Astound Scharbauer Sports complex Fire Alarm and Sprinkler
Contractor: Henthorn Commercial Construction
Proposal Value: \$540,473.13

Section - 13	\$88,253.97
Section - 27	\$452,219.16
Proposal Total	\$540,473.13

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 100.00%

Contractor's Price Proposal - Detail

Date:November 25, 2024

Re: IQC Master Contract #:660-21
Work Order #:136061.00
Owner PO #:
Title:City of Midland- Astound Scharbauer Sports complex Fire Alarm and Sprinkler
Contractor:Henthorn Commercial Construction
Proposal Value:\$540,473.13

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Section - 13					
1	13 00 00 00 0001			Astound Broadband Stadium Fire Sprinkler	\$13,331.47
		NPP	Installation	Quantity 1.00 x Unit Price 11,592.58 x Factor 1.1500 = Total 13,331.47	
2	13 00 00 00 0002			Baseball Stadium Sprinkler Repairs	\$74,922.50
		NPP	Installation	Quantity 1.00 x Unit Price 65,150.00 x Factor 1.1500 = Total 74,922.50	

Subtotal for Section - 13

\$88,253.97

Section - 27					
3	27 00 00 00 0003			Scharbauer Sports Complex Fire Alarm	\$452,219.16
		NPP	Installation	Quantity 1.00 x Unit Price 393,234.05 x Factor 1.1500 = Total 452,219.16	

Subtotal for Section - 27

\$452,219.16

Proposal Total

\$540,473.13

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal:

100.00%

Subcontractor Listing

Date: November 25, 2024

Re: IQC Master Contract #: 660-21
Work Order #: 136061.00
Owner PO #:
Title: City of Midland- Astound Scharbauer Sports complex Fire Alarm and Sprinkler
Contractor: Henthorn Commercial Construction
Proposal Value: \$540,473.13

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

ABCO Fire Protection

Phone No: 806-745-3398
Fax No:
14202 US-87



Quote
No.: **1021**
Date: 8/16/2024

Lubbock TX 79423

Prepared for:
Astound Broadband Stadium
801 N loop 250 W

Prepared by: James Lawrence
Account No: 9479

ShipTo
Astound Broadband Stadium
801 N loop 250 W

midland TX 79703

midland TX 79703 USA

Materials [\$11,592.58]

Item Id	Description	Qty	Sell	Total
Labor Material Design and Permitting		28	\$120.00	\$3,360.00
Material	air compressor	1	\$2,190.00	\$2,190.00
Material	4" sch 40 pipe	12	\$9.00	\$108.00
Material	4" grooved coupling	4	\$26.00	\$104.00
Material	4" bf valve	1	\$248.00	\$248.00
Material	Vapor barrier	1	\$4,900.00	\$4,900.00
Truck/Fuel/Tool Charge	Truck/Fuel/Tool Charge	1	\$322.58	\$322.58
Air Test	Large compressor rental with Air test time.	1	\$250.00	\$250.00
Material	Jockey Control Valves	2	\$55.00	\$110.00
Subtotal Totals				\$11,592.58

Gross Sell : \$11,592.58
Discount : \$0.00
Total Net Sell : \$11,592.58
Tax (0%): \$0.00

Total : \$11,592.58

Prepared By: James Lawrence , jlawrence@abco-fire.com

Date: 8/16/2024

Customer Signature:

Disclaimer:

Lubbock Sound Equipment Co.
2302 120th street
Lubbock TX 79423
Work: (806) 745-1454
bids@lubbocksound.com
lubbocksound.com
ACR-1750620 B11622401



Estimator

Luis Gonzalez
Work: (806) 745-1454
luis@lubbocksound.com

Customer

Scharbauer Sports Complex
5514 Champions Dr.
Midland, Texas

Bid Price

Job Name	Midland Scharbauer Sport Complex
Job Number	802
Issue Date	October 16, 2024
Valid Until	November 15, 2024

Description

This bid is to replace the existing fire alarm system with a new Fire Alarm System to the Scharbauer Sports Complex
This will be a Notifier Fire Alarm System with Voice Evac on buildings A-D, groundkeepers and building G will be a horn/strobe system
Bid price is per plans, NFPA 72, & IBC that meet all specifications of this project.
Lubbock Sound Meets all NICET qualifications as specified for this project

Private Notes

MONITORING MONTHLY PRICE PER FIRE ALARM SYSTEM IS \$40.00
ANNUALLY PRICE FOR ALL 5 FIRE ALARM SYSTEMS IS \$2,200.00 (WHEN PAID ANNUALLY, 1 MONTH IS FREE PER FIRE ALARM SYSTEM)

FIRE ALARM SYSTEM	\$393,234.05
ELECTRICAL ROUGH-IN	
BUILDING A	
BUILDING B & C	
BUILDING D	
GROUND KEEPERS STORAGE	
BUILDING G	

Bid Price

October 16, 2024

Terms

- Quote is less Tax
 - Quote exclude any work from other traits that may be needed (Sprinkler, Elevator, Kitchen Vent Hood, P.A. System Contractors)
 - Quote is less any wall/ceiling patching or covering from demoed devices
 - Site visit to measure/ sketched buildings for permit design may be required
 - Drawings, submittals and parts will not be started or ordered without a signed contract.
 - Monitoring will need to be set up on all buildings and functional before finals can be schedule.
 - This price was put together for a 40 hour work week
 - Overtime and night work is not figured into the quote. If required a change order must be issued by the G.C or subcontractor, Lubbock Sound will price and await acceptance.
 - Lubbock Sound meets and exceeds ALL NICET requirements and state of Texas certifications
- ***Due to continuous inflation of material, pricing for this project is valid for 30 days after bid date***

_____ Date _____

Luis Gonzalez
Lubbock Sound Equipment Co.

_____ Date _____

Scharbauer Sports Complex

ABCO Fire Protection

Phone No: 806-745-3398
Fax No:
14202 US-87



Quote
No.: **1021**
Date: 8/16/2024

Lubbock TX 79423

Prepared for:
Astound Broadband Stadium
801 N loop 250 W

Prepared by: James Lawrence
Account No: 9479

ShipTo
Astound Broadband Stadium
801 N loop 250 W

midland TX 79703

midland TX 79703 USA

Materials [\$11,592.58]

Item Id	Description	Qty	Sell	Total
Labor Material Design and Permitting		28	\$120.00	\$3,360.00
Material	air compressor	1	\$2,190.00	\$2,190.00
Material	4" sch 40 pipe	12	\$9.00	\$108.00
Material	4" grooved coupling	4	\$26.00	\$104.00
Material	4" bf valve	1	\$248.00	\$248.00
Material	Vapor barrier	1	\$4,900.00	\$4,900.00
Truck/Fuel/Tool Charge	Truck/Fuel/Tool Charge	1	\$322.58	\$322.58
Air Test	Large compressor rental with Air test time.	1	\$250.00	\$250.00
Material	Jockey Control Valves	2	\$55.00	\$110.00
Subtotal Totals				\$11,592.58

Gross Sell : \$11,592.58
Discount : \$0.00
Total Net Sell : \$11,592.58
Tax (0%): \$0.00

Total : \$11,592.58

Prepared By: James Lawrence , jlawrence@abco-fire.com

Date: 8/16/2024

Customer Signature:

Disclaimer:

Lubbock Sound Equipment Co.
2302 120th street
Lubbock TX 79423
Work: (806) 745-1454
bids@lubbocksound.com
lubbocksound.com
ACR-1750620 B11622401



Estimator

Luis Gonzalez
Work: (806) 745-1454
luis@lubbocksound.com

Customer

Scharbauer Sports Complex
5514 Champions Dr.
Midland, Texas

Bid Price

Job Name	Midland Scharbauer Sport Complex
Job Number	802
Issue Date	October 16, 2024
Valid Until	November 15, 2024

Description

This bid is to replace the existing fire alarm system with a new Fire Alarm System to the Scharbauer Sports Complex. This will be a Notifier Fire Alarm System with Voice Evac on buildings A-D, groundkeepers and building G will be a horn/strobe system. Bid price is per plans, NFPA 72, & IBC that meet all specifications of this project. Lubbock Sound Meets all NICET qualifications as specified for this project.

Private Notes

MONITORING MONTHLY PRICE PER FIRE ALARM SYSTEM IS \$40.00
ANNUALLY PRICE FOR ALL 5 FIRE ALARM SYSTEMS IS \$2,200.00 (WHEN PAID ANNUALLY, 1 MONTH IS FREE PER FIRE ALARM SYSTEM)

FIRE ALARM SYSTEM	\$393,234.05
--------------------------	---------------------

ELECTRICAL ROUGH-IN

BUILDING A

BUILDING B & C

BUILDING D

GROUND KEEPERS STORAGE

BUILDING G

Bid Price

October 16, 2024

Terms

- Quote is less Tax
 - Quote exclude any work from other traits that may be needed (Sprinkler, Elevator, Kitchen Vent Hood, P.A. System Contractors)
 - Quote is less any wall/ceiling patching or covering from demoed devices
 - Site visit to measure/ sketched buildings for permit design may be required
 - Drawings, submittals and parts will not be started or ordered without a signed contract.
 - Monitoring will need to be set up on all buildings and functional before finals can be schedule.
 - This price was put together for a 40 hour work week
 - Overtime and night work is not figured into the quote. If required a change order must be issued by the G.C or subcontractor, Lubbock Sound will price and await acceptance.
 - Lubbock Sound meets and exceeds ALL NICET requirements and state of Texas certifications
- ***Due to continuous inflation of material, pricing for this project is valid for 30 days after bid date***

_____ Date _____

Luis Gonzalez
Lubbock Sound Equipment Co.

_____ Date _____

Scharbauer Sports Complex

ABCO Fire Protection, Inc.

14202 Hwy. 87, South
Lubbock, Texas 79423

TXSCR#: 0245
OSDH #: 638

Telephone: 806-745-3398
1-800-999-0048
FAX: 806-745-1275
EMAIL – david@abco-fire.com

STANDARD BID FORM

Date: 11-20-2024

TO: Henthorn Construction
ADDRESS:

Project: Midland Baseball Field

Replace Fire Pump and Controller, Replace 4" Leaking sprinkler line

Material - \$52,750.00
Labor - \$12,400.00
Total - \$65,150.00

David McGwier
ABCO Fire Protection

Exclusions –
Fire Alarm
Electrical
Concrete Patch/Repair or Removal
Compressor

Sheet 1 of 1

*** ACCEPTANCE CLAUSE ***

Accepted: _____

ABCO FIRE PROTECTION, Inc.

Signed: _____

Signed: _____

Title: _____

David McGwier
Title: ABCO Fire Protection, Inc.

PACKET

6.30

December 17, 2024



Vendor Contract Information Summary

Vendor	Henthorn Commercial Construction (EzIQC)
Contact	Bryan Walters
Phone	806-687-3084
Email	bidding@henthorncommercial.com
Vendor Website	www.henthorncommercial.com
TIN	26-4058489
Address Line 1	2011 Ave. C
Vendor City	Lubbock
Vendor Zip	79404
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net-30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	No
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Regional Job Order Contracting (Gordian ezIQC)
Contract No.	660-21
Effective	12/01/2021
Expiration	11/30/2026
Accepts RFQs	No

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Oblige.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT
_____ of the City of
_____ of the County of _____ and State of Texas
as Principal, and _____, as Surety, are held and
firmly bound unto the City of Midland, Texas, as Oblige, 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 Oblige, 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

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

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

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

BOIL0074-003 07/01/2023

	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 06/01/2023		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

PLUM0404-001 09/01/2022		

	Rates	Fringes
PLUMBER.....	\$ 28.64	10.65

SUTX2014-037 07/21/2014		

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00

OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00 **	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"



City Council Meeting

Item Number: 7
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION REJECTING THE BIDS RECEIVED FOR THE FISCAL YEAR 2025 CITYWIDE CONCRETE PROGRAM; AND AUTHORIZING RE-ADVERTISEMENT FOR COMPETITIVE BIDS (DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution rejecting the bids received for the Fiscal Year 2025 Citywide Concrete Program; and authorizing re-advertisement for competitive bids.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the General Fund Operating Budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the Fiscal Year 2025 Midland Citywide Concrete Program. Thirty-three (33) bid requests were issued. We received two (2) bids. Staff recommends rejecting all bids. Please see the attached memo from, Abe Langston, Transportation Manager, for additional information.

Therefore, please consider a resolution rejecting the bids received for the Fiscal Year 2025

Citywide Concrete Program; and authorizing re-advertisement for competitive bids.

Monnie Williams Jr.

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION REJECTING THE BIDS RECEIVED FOR
THE FISCAL YEAR 2025 CITYWIDE CONCRETE
P R O G R A M ; A N D A U T H O R I Z I N G
RE-ADVERTISEMENT FOR COMPETITIVE BIDS**

WHEREAS, the City Manager or the City Manager's designee advertised for competitive bids for the Fiscal Year 2025 Citywide Concrete Program (the "Project"); and

WHEREAS, the City Council finds it to be in the public interest to reject the bids received for the Project and to authorize the City Manager or the City Manager's designee to re-advertise for competitive bids for said Project;

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

SECTION ONE. That the recitals stated above are hereby adopted.

SECTION TWO. That the bids received for the Project, which were opened on November 6, 2024, are hereby rejected.

SECTION THREE. That the City Manager or the City Manager's designee is hereby authorized to take all steps necessary to re-advertise for competitive bids for said Project.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

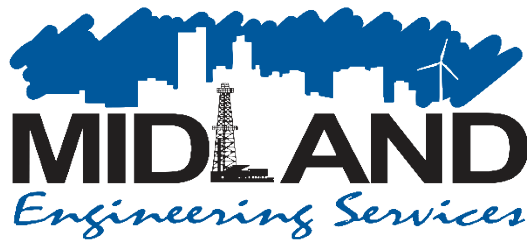
APPROVED AS TO CONTENT
AND COMPLETENESS:

Gabriel McClelland, Director of Engineering Services

Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Manager

SUBJECT: FY2025 Citywide Concrete Program
Bid# 25000138
Reject

DATE: November 12, 2025

CC: Gabe McClelland, Engineering Manager

The City of Midland is rejecting all bids concerning the RFP for the Fiscal Year 2025 Midland Citywide Concrete Program. I have reviewed the completed Bid Schedules for the Fiscal Year 2025 Citywide Concrete Program, and after conducting a thorough review, we recommend that all bids be rejected, and the project be readvertised. Several inconsistencies were identified that need to be addressed before any awards can be made. These discrepancies must be resolved to ensure fairness and compliance with the necessary standards and regulations before proceeding with the contract award. Therefore, we believe it is in the best interest of the project to initiate a new bidding process.



City Council Meeting

Item Number: 8
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A CONTRACT WITH LOWE'S HOME CENTERS, LLC, THROUGH THE OMNIA COOPERATIVE FOR THE CDBG ENERGY EFFICIENCY CONSERVATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$121,640.00 (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding a contract for the Energy Efficiency Conservation Project to Lowe's Home Centers, Inc through Omnia contract #R192006 for a cost of \$121,640.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the CDBG Energy Efficiency Conservation project.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends awarding a contract for the Energy Efficiency Conservation Project through Omnia contract #R192006. We are members of the Omnia cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The energy-efficient appliances are for low-moderate income households

in Midland through the Department of Energy Efficiency and Conservation Block Grant (EECBG) program, with a contract from Lowe's Home Centers, Inc. for necessary materials and services. Please see the attached memo from Isaac Garnett, Community Development Division Manager, for more information.

Therefore, please consider a resolution awarding a contract for the Energy Efficiency Conservation Project to Lowe's Home Centers, Inc through Omnia contract #R192006 for a cost of \$121,640.00.



City Manager's Office

City of Midland, Texas

Council Support Memo

To: Midland City Council

From: Community Development Block Grant Office

Subject: Approval of Contact for Appliance Acquisition under the Department of Energy/Energy Efficiency and Conservation Block Grant

Date: 10/28/2024

Purpose:

This memo seeks council approval to allocate funding for the procurement of energy-efficient appliances as part of the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) program. The contract with Lowe's Home Centers, Inc. includes a range of appliances, materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other necessary accessories and services. The appliances will assist low-moderate income households within the city of Midland.

Recommendation:

It is recommended that the City Council authorize the commitment of funds, not to exceed \$121,640.00, for the acquisition of the specified appliances from Lowe's Home Centers, Inc. This expenditure will cover all associated costs for the installation and delivery, in accordance with the grant's stipulated guidelines and pricing conditions.

Scope of Work and Appliances:

The proposed contract with Lowe's Home Centers, Inc. will supply and install the following appliances:

Air Conditioning and Furnace Units (Upflow Configuration):

1. GSXH501810 / GM9S800403AN / CAPTA1818A4 - AC/Furnace
2. GSXH502410 / GM9S800603BN / CAPTA2422B4 - AC/Furnace

3. GSXH503010 / GM9S800603BN / CAPTA3022B4 - AC/Furnace
4. GSXH503610 / GM9S800803BN / CAPTA3626B4 - AC/Furnace
5. GSXH504210 / GM9S800804CN / CAPTA4230C4 - AC/Furnace

Air Conditioning and Furnace Units (Horizontal Configuration):

1. GSXH501810 / GM9S800403AN / CHPTA1822A4 - AC/Furnace
2. GSXH502410 / GM9S800603BN / CHPTA2426B4 - AC/Furnace
3. GSXH503010 / GM9S800603BN / CHPTA3026B4 - AC/Furnace
4. GSXH503610 / GM9S800803BN / CHPTA3630B4 - AC/Furnace
5. GSXH504210 / GM9S800804CN / CHPT4860D4 - AC/Furnace

Heat Pumps:

1. GSZH501810 / AMST24BU1400A
2. GSZH502410 / AMST30BU1400A
3. GSZH503010 / AMST30BU1400A
4. GSZH503610 / AMST36CU1400A
5. GSZH504210 / AMST42CU1400A

Additional Appliances:

1. LG 7.3-cu ft Vented Electric Dryer
2. LG Cold Wash 5-cu ft High Efficiency Washer
3. A.O. Smith Signature 100 40-Gallon Water Heater
4. A.O. Smith Signature 100 50-Gallon Water Heater
5. UNIQUE Classic Retro Stove by Unique
6. Whirlpool Eco Series 24-in Top Control Dishwasher
7. Whirlpool In-Can Caddy 21.4-cu ft Side-by-Side Refrigerator

Financial Implications:

The grant allocation will fund this project at a maximum amount of \$180,140.00. Approval will authorize the release of these funds to Lowe's Home Centers, Inc., contingent upon compliance with all grant terms.

Conclusion:

The acquisition of these energy-efficient appliances aligns with the City's commitment to sustainability and energy conservation. Your approval of this funding will contribute to long-term savings on energy expenses and support the City's broader environmental goals.

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT WITH
LOWE’S HOME CENTERS, LLC, THROUGH THE
OMNIA COOPERATIVE FOR THE CDBG ENERGY
EFFICIENCY CONSERVATION PROJECT FOR AN
AMOUNT NOT TO EXCEED \$121,640.00**

WHEREAS, The Omnia Cooperative (“Omnia”) is a cooperative purchasing agency with which the City of Midland (the “City”) participates with on purchases through a cooperative purchasing program in accordance with Tex. Loc. Gov’t Code § 271.102; and

WHEREAS, the City has received funding for the purchase of qualifying energy efficient appliances for low to moderate income households through the Department of Energy Efficiency and Conservation Block Grant; and

WHEREAS, Lowe’s Home Centers, LLC, has submitted pricing for qualifying energy efficient appliances for the CDBG Energy Efficiency Conservation Project; and

WHEREAS, the City Council finds the prices proposed by Lowe’s Home Centers, LLC, for said qualifying appliances through Omnia to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Lowe’s Home Centers, LLC, for the purchase and installation of energy efficient appliances through Omnia for an amount not to exceed \$121,640.00;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of energy efficient appliances for the CDBG Energy Efficiency Project, through Omnia, for a cost not to exceed \$121,640.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That funding shall be available in the CDBG Energy Efficiency Conservation Project.

SECTION THREE. That the City Comptroller is hereby authorized and directed to

pay Lowe’s Home Centers, LLC, in accordance with the provisions of the above-referenced contract upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, AD., 2024, 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:

John Ohnemiller, City Attorney

**CITY OF MIDLAND
SERVICE CONTRACT
#25001631**

THIS CONTRACT, effective this 18th day of December 2024, by and between the City of Midland, hereinafter referred to as the "CITY" and Lowe's Home Centers, Inc., hereinafter referred to as the "COMPANY".

Projected Cost, not to exceed: \$121,640.00

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in Exhibit A, which is incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in Exhibit A, attached hereto, all of which are made a part hereof and collectively evidence and constitute the entire Contract.
2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.
3. CITY agrees to pay COMPANY in current funds the price or prices shown in Exhibit A, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.
4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.
5. **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, IT'S 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 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. 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 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. 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 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:
- a. defective work not corrected;
 - b. completed service report not submitted;
 - c. failure of COMPANY to pay subcontractors or suppliers;
 - d. damage to other work or CITY's property or equipment; or
 - e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period commencing on December 18, 2024, and terminating when work has been completed unless sooner terminated as provided in this agreement. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in Exhibit A.

9. COMPANY shall:
- a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;
 - b. have a designated supervisor on the job site at all times work is in progress;
 - c. make no changes in the scheduled work without written authorization from CITY;
 - e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (1) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Exhibit A.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. Lowe's Home Centers, Inc.
PO Box 530954
Atlanta, Georgia 30353-0954

The above addresses may be changed at any time by providing written notice to the other party.

13. **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.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **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.

18. **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.

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.

20. **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.

21. **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.

22. **ASSIGNMENTS:** 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 consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **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.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and

services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

25. **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.

26. **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.

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. **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
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit - Personal Injury and Property Damage
<u>Worker's Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

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

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.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to 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 CITY of Midland and policies that name 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.

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

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

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

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

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

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

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached

hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

35. 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

(SUBJECT TO THE CLARIFYING INFORMATION ADDENDUM, ATTACHED AS EXHIBIT A)

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of Lowe's Home Centers, 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 _____, 2024.

Notary Public, State of _____

Exhibit A

Clarifying Information Addendum (“Addendum”) to the Lowe’s Home Centers, LLC (“Lowe’s”) City of Midland (“City”) Service Contract #25001631 (“Agreement”)

By executing the Service Contract or accepting any product and installation services from Lowe’s Home Centers, LLC (“Lowe’s”), City of Midland (“City”) accepts the clarifications in this Addendum, including: incorrect entity name, conflict of interest, insurance, liens, notices payment, pricing, additional terms, subcontractors, installer, product & labor warranty, termination, and any others and agrees these satisfy City’s requirements.

Further Information: Incorrect Entity Name

The Agreement received from City, lists “Lowe’ Home Centers, Inc.” and this is the incorrect entity name for the Company. City agrees the legal entity responsible for performance under this under this Agreement will be Lowe’s Home Centers, LLC, located at 1000 Lowes Blvd. Mooresville, NC 28117.

Further Information Conflict of Interest Questionnaire (Chapter 176 of the Texas Local Govt Code)

The Conflict of Interest Questionnaire form attached to this Request for Proposal requires disclosure of employment or business relationships with City members and their family, as defined by Chapter 176 of the Texas Local Government Code, (“Qualifying Relationships”). Lowe’s Home Centers, Inc., operate over 1,700 stores, perform installation services nationwide, maintain relationships with thousands of suppliers, employ over 200,000 people, and serve millions of customers.

Because of its large number of employees, Lowe’s cannot with absolute certainty ensure that all family, employment or business relationships with the officers or members of the City are known. Therefore, to the best of the signatory’s knowledge and belief, Lowe’s is unaware of any qualifying relationships.

Further Information: Insurance

Lowe’s Home Centers, LLC (“Lowe’s”), will maintain during the term of the project and for a two-year period following completion of services, the following self-insurance:

Commercial general liability insurance, under a blanket program providing coverage for multiple projects and locations, with minimum limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate which shall include coverage for bodily injury, death, property damage, personal and advertising injury and contractual liability; commercial automobile liability insurance providing coverage for owned, hired and non-owned autos in the minimum combined single limit of \$1,000,000; and excess liability insurance in the minimum amount of \$5,000,000. Such insurance will respond on a primary basis for claims arising out of Lowe’s performance under the terms of the agreement. Lowe’s will also maintain workers’ compensation insurance as required by applicable statute and employer’s liability insurance in the minimum amount of \$500,000 per employee for disease, \$500,000 bodily injury per accident and \$500,000 policy limit for disease.

All policies shall be written on an occurrence basis by insurers rated A/X or higher by A.M. Best and authorized to do business in the state where the services are performed. Lowe's will satisfy the commercial general liability insurance requirement through a program of self-insurance covering Lowe's Companies, Inc., and its U.S. subsidiaries, including Lowe's Home Centers, LLC.

An evidence of coverage certificate of insurance providing information on Lowe's insurance program is attached. Lowe's shall provide City with a renewal certificate, upon request, should this certificate expire during the awarded contract term. Lowe's will use commercially reasonable efforts to provide City with thirty (30) days' prior written notice of cancellation of the insurance described herein; such notice will not be provided by the insurance company.

Upon request Lowe's shall include City as an additional insured, by blanket endorsement, under the commercial general liability and automobile liability insurance, and shall provide City with a certificate of insurance naming City as an additional insured. All certificates bear an electronic signature. Lowe's will provide a certificate of insurance only; Lowe's will not provide copies of its insurance policies.

Further Information: Liens for Lowe's. Upon payment in full, Lowe's agrees not to file, nor to allow its subcontractors to file, any liens in connection with its performance under the Agreement. If City has paid for Goods with a Lowe's Commercial Account (LCA) or Lowe's Pro Supply convenience card (LPS card), the City agrees to reach out to the credit provider or entity that sets the account terms to obtain a lien release, not the Seller. Currently Synchrony is the credit provider for LCA and LPS is the entity for the LPS card.

Further Information: Notices for Lowe's

Lowe's Home Centers, LLC
1000 Lowe's Blvd.
Mooresville, NC 28117
Attention: VP ProServices, Pro Sales & Services Mgmt.
With a copy to:
Lowe's Companies, Inc.
1000 Lowe's Blvd.
Mooresville, NC 28117
Attention: EVP General Counsel & Corporate Secretary

Further Information: Payment. City agrees that amounts due to Lowe's under this Agreement, are due at time of purchase. Net 30 or other extended repayment terms may be available under the Lowe's Commercial Account (LCA) or Lowe's Pro Supply Purchase Card (LPS Pcard). The LCA terms, including invoicing are set by the credit provider (currently Synchrony) and the LPS Pcard terms, including invoicing are set by Lowe's Pro Supply, a division of Lowe's Home Centers, LLC.

Further Information: Pricing. Lowe's will sell products to City at the retail prices in effect at the time of purchase unless Lowe's issues a written quote to purchaser. Prices in quotations made by Lowe's are subject to change and become invalid if not accepted within 30 days from the date of issue unless otherwise noted by Lowe's in writing or on the Quote. Prices provided to City in the excel pricing sheet is quote.

Lowe's does not agree to automatically adjust pricing based on Consumer Price index All Items, Dallas-Fort Worth SMA.

Further Information: Additional Terms. Aside from product, delivery, or shipping information, any terms, conditions, representations or certifications included on a Purchase Order or similar document (“Additional Terms”) are void and superseded by the terms and conditions of the Lowe’s Home Improvement Contract (previous executed by the City) and the City of Midland Service Contract. Lowe’s specifically objects to any additional terms or requirements not contained in such Agreements.

Further Information: Subcontractors. Lowe’s, is a fully owned subsidiary of Lowe’s Companies, Inc. (“LCI”), a publicly traded company. LCI’s operating entities (together or individually “Lowe’s”), including Lowe’s, operate over 1,700 stores, perform installation services nationwide, maintain relationships with thousands of suppliers, employ over 200,000 people, and serve millions of customers. Lowe’s uses third party independent contractors to perform ancillary services for Lowe’s during the normal course of business on a daily basis.

These ancillary services may include, but are not limited to, appliance decommissioning, product delivery, and janitorial services for Lowe’s stores, and are provided to Lowe’s on an ongoing basis through pre-existing and established business relationships. Lowe’s does not consider the use of any of these ancillary services to trigger any subcontractor-specific or subcontractor approval requirements for this supply contract. Moreover, Lowe’s independently establishes the requirements for performing services on behalf of Lowe’s and rejects any subcontractor requirements in the Agreement.

Further Information: Installers. Lowe’s does not perform installation services, but arranges for Installer to do so directly or through Installer’s employees, agents, or subcontractors. Installer is an independent contractor and is not under the supervision or control of Lowe’s. Installation services do not include architectural or engineering services. Installer will complete installation services, subject to any changes, in substantial conformance with the order. Lowe’s reserves the right to terminate or rescind any Order if Lowe’s decides that any portion of the job is beyond its scope of the installation services. Lowe’s does not consider the use of any independent installer to trigger any installer-specific or approval requirements.

Further Information: Termination. City agrees Lowe’s has right to terminate this Agreement or any Order for convenience, with Sixty (60) day prior written notice to City.

Further Information: Tracking of Purchases. Lowe’s offers self-service purchase tracking for City and each of its education entities or members that (1) complete the Lowes.com registration requirements, and (2) that utilize an acceptable form of tender that City has registered under City’s specific profile on the Lowes.com website (“Registered Tender”). Lowe’s cannot track walk-in purchasing or other sales and makes no representation as to the longevity of such sales records, except as identified on lowes.com.

City will be responsible for tracking any maximum spend or other limitations of these purchases.

Further Information: Product Warranty. City shall receive any warranty provided by a manufacturer of the products sold under this Agreement. Lowe’s does not warrant the Products.

Further Information: Labor Warranty. Lowe’s warrants that the Installer will perform the installation services in a good and workmanlike manner. Lowe’s warranty for installation services extends for a period of one year from the earlier of (i) the date City sign the Certificate of Completion or (ii) the date that Lowe’s determines that the installation services have been completed, or for such greater period as

required by an extended warranty, if any, or by applicable law governing consumer warranties for workmanship (the "Warranty Period"). **LOWE'S WARRANTY THAT THE INSTALLER WILL PERFORM THE INSTALLATION SERVICES IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND LOWE'S IS NOT RESPONSIBLE FOR, ANY DEFECT IN SUCH INSTALLATION SERVICES DUE TO (1) AN UNDISCLOSED CONDITION OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD, OR (2) ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CLEANING. LOWE'S WARRANTY FOR INSTALLATION SERVICES IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**



Omnia Partners Contract #R192006

Quote # 211794171

Created on Oct 22, 2024

Quote valid until Nov 22, 2024, 11:59 p.m.*

Created by Isaac Garnett

igarnett@midlandtexas.gov

(432) 634-9665

City Of Midland Development Se

Lowe's Store # 0063, Midland, TX

Store Phone (432) 689-2828

	Item	Fulfillment Type	Unit Price	Qty	Item Total
1.	 LG 7.3-cu ft Vented Electric Dryer (White) ENERGY STAR Item #: 5288020 Model #: DLE6100W	PICKUP	\$448.20	1	\$448.20
2.	 LG ColdWash 5-cu ft High Efficiency Impeller Top-Load Washer (White) ... Item #: 2514208 Model #: WT7150CW	PICKUP	\$673.20	1	\$673.20
3.	 A.O. Smith Signature 100 40-Gallons Tall 6-year Warranty 4500-Watt Double ... Item #: 816154 Model #: E6-40H45DV	PICKUP	\$390.72	1	\$390.72
4.	 A.O. Smith Signature 100 50-Gallons Tall 6-year Warranty 4500-Watt Double ... Item #: 816159 Model #: E6-50H45DV	PICKUP	\$474.32	1	\$474.32
5.	 UNIQUE Classic Retro by Unique Classic Retro 30-in Glass Top 5 Burners 3.9-cu f ... Item #: 4824583 Model #: UGP-30CR EC B	PICKUP	\$2,069.10	1	\$2,069.10
6.	 Whirlpool Eco Series 24-in Top Control Built-In Dishwasher (Fingerprint Resista ... Item #: 5137096 Model #: WDP540HAMZ	PICKUP	\$548.10	1	\$548.10
7.	 Whirlpool In Can Caddy 21.4-cu ft Side- by-Side Refrigerator with Ice Maker, ... Item #: 912753 Model #: WRS321SDHZ	PICKUP	\$1,092.87	1	\$1,092.87

PACKET

8.23

Item Subtotal **\$7,358.00**
December 17, 2024
Estimated Quote Savings **-\$1,661.49**

Estimated Total

\$5,696.51

*The prices quoted are valid until 11:59 p.m. on the date shown above, subject to the following exclusions, conditions, and exceptions.

Delivery fees will be added at time of purchase where applicable.

Prices listed on this quote will be honored at Lowe's Store # 0063, Midland, TX. Please request a new online quote if you'd like to purchase the listed items at a different store, or contact the Pro Service Desk with any questions.

Any changes you make to this quote, for example, adding or removing one or more items or changing the quantity of any item or items, will create a new quote and cancel this quote.

Additional discounts, if applicable, are subject to Lowe's standard discount policy, and are calculated at checkout.

All products are available while supplies last and may vary by market. Lowe's reserves the right to correct any error and/or limit quantities sold.

Lowe's is offering to supply materials only. Lowe's is not offering engineering, architecture, or general contracting services or advice. Lowe's is not responsible for the selection or choice of materials for a general or specific use; for quantities or sizing of materials; for the use or installation of materials; or for compliance with any building code or standard of workmanship.

This quote is based on Lowe's standard commercial terms. Lowe's does not agree to terms and conditions (including, but not limited to, governmental regulations) not specifically indicated or referenced in the request for this quote. If terms and conditions are presented, product selection and pricing may change pending legal review.



Powered by Installation Made Easy, Inc.

PROJECT ESTIMATE

Customer: City of Midland, Tx

OMNIA Partners Contract #R192006

Customer Info

Customer	City of Midland, Tx		
Phone	(432) 685-7408		
Email	igarnett@midlandtx.gov		
Address	300 N. Loraine		
City ST Postal Code	Midland	TX	79701

Installation Info

Installer	Motili Inc		
Phone	(866) 867-0080		
Email	customer.support@motili.com		
Estimator		WO #	TBD
Store #	63	Estimate Date	10/22/2024



NEW ODU	New IDU	New Coil	New AHRI	New SEER	Price
GSXH501810	GM9S800403AN	CAPTA1818A4	208142680	15.2	\$8,650
GSXH502410	GM9S800603BN	CAPTA2422B4	208143495	15.2	\$8,750
GSXH503010	GM9S800603BN	CAPTA3022B4	208144763	15.2	\$9,050
GSXH503610	GM9S800803BN	CAPTA3626B4	208152576	15.2	\$9,350
GSXH504210	GM9S800804CN	CAPTA4230C4	208153424	15.2	\$9,550
GSXH501810	GM9S800403AN	CHPTA1822A4	208142770	15.2	\$8,650
GSXH502410	GM9S800603BN	CHPTA2426B4	208143575	15.2	\$8,750
GSXH503010	GM9S800603BN	CHPTA3026B4	208144907	15.2	\$9,050
GSXH503610	GM9S800803BN	CHPTA3630B4	208152764	15.2	\$9,350
GSXH504210	GM9S800804CN	CHPT4860D4	208153469	15.2	\$9,550
GSZH501810	AMST24BU1400A		208510079	15.2	\$7,050
GSZH502410	AMST30BU1400A		208509795	15.2	\$7,250
GSZH503010	AMST30BU1400A		208509796	15.2	\$7,350
GSZH503610	AMST36CU1400A		208511690	15.2	\$7,650
GSZH504210	AMST42CU1400A		208509798	15.2	\$7,950



City Council Meeting

Item Number: 9
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF TWO (2) COMMUNITY SERVICE OFFICER (CSO) PICKUPS AND A BOMB TRUCK FROM SEWELL FAMILY OF COMPANIES INC. THROUGH BUYBOARD CONTRACT #724-23 FOR A COST OF \$237,211.60 FOR THE POLICE DEPARTMENT. (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of two (2) CSO Pickups and a bomb truck from Sewell Family of Companies Inc. through Buyboard contract #724-23 for a cost of \$237,211.60.

Recommended City Council 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 recommending the purchase of two (2) CSO Pickups and a bomb truck from Sewell Family of Companies Inc. through Buyboard contract #724-23. We are members of the Buyboard Program cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any

state law requiring the local government to seek competitive bids for those purchases. The CSO Pickups are an additional to the fleet, and the bomb truck will be a replacement to the fleet. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution authorizing the purchase of two (2) CSO Pickups and a bomb truck from Sewell Family of Companies Inc. of Odessa, Texas through Buyboard contract #724-23 for a cost of \$237,211.60.

City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buyboard Contract #724-23 CSO Pickups

DATE: 11/21/24

Fleet Service is requesting the purchase of (2) two CSO Pickups. These new units will be an addition to the Midland Police Department for the new CSO officers. The budgeted amount for FY2025 for (2) two CSO Pickups is \$180,000. The purchasing amount of \$148,320.04 is being offered through Buyboard Contract #724-23 for (2) two CSO Pickups from the Sewell Family of Companies.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buyboard Contract #724-23 Bomb Truck

DATE: 11/21/24

Fleet Service is requesting the purchase of (1) one Bomb Truck. This new unit will be a replacement for an obsolete unit that we are no longer able to acquire any replacement parts because they are no longer available. The budgeted amount for FY2025 for (1) one Bomb Truck is \$110,000. The purchasing amount of \$88,891.56 is being offered through Buyboard Contract #724-23 for (1) one Bomb Truck from Sewell Family of Companies.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF TWO
(2) PICKUP TRUCKS FOR THE CITY OF MIDLAND
COMMUNITY SERVICES OFFICERS AND ONE (1)
BOMB TRUCK FROM SEWELL FAMILY OF
COMPANIES, INC., THROUGH BUYBOARD AT A
TOTAL COST OF \$237,211.60**

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, Sewell Family of Companies, Inc., has submitted a total proposed cost to the City of \$237,211.60 for the purchase of two (2) pickup trucks for the City of Midland Community Services Officers and one (1) bomb truck through Buyboard, as shown on the quotes that are collectively attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Sewell Family of Companies, Inc., through Buyboard for the purchase of said vehicles to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to provide for the purchase of said vehicles from Sewell Family of Companies, Inc., 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 provide for the purchase two (2) pickup trucks for the City of Midland Community Services Officers and one (1) bomb truck from Sewell Family of Companies, Inc., through Buyboard at a total cost of \$237,211.60.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay \$237,211.60 to Sewell Family of Companies, Inc., for the purchase of said vehicles from funds available in the Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

ATTEST:

Lori Merritt Blong, Mayor

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:

John Ohnemiller, City Attorney

AEP
Approved
ET
JG
11/15/24

SEWELL
FAMILY OF COMPANIES

SEWELL FAMILY OF COMPANIES		QUOTE #: 2400513BH	
COOP:	BUYBOARD 724-23	DATE:	12-Nov
PRODUCT DESCRIPTION:	2024 F150 XLT <u>4WD</u> SUPERCREW	SALES PERSON:	BILLY HUGHES
END USER:	CITY OF MIDLAND	EMAIL:	billy.hughes@teamsewell.com
ADDRESS:	CSO TRUCKS	CONTACT:	LIZ THORNTON
		PHONE #:	
		EMAIL:	

BID SERIES:		BASE PRICE:		\$ 54,670.00	
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
W3L	24 F150 XLT SUPERCREW <u>4WD</u>	INCL.		INFOTAINMENT SYSTEM	INCL.
	3.5L V6 ECOBOOST	INCL.		POWER WINDOWS/SEATS	INCL.
	FRONT LICENSE PLATE KIT	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
17R	REAR DOOR CONTROLS INOP	INCL.		KEYLESS ENTRY/	INCL.
18B	BLACK PLATFROM RUNNING BOARDS	INCL.			
67T	INTEGRATED TRAILER BRAKE CONTROL	INCL.			

EXTERIOR COLOR:	BLACK
INTERIOR COLOR:	BLACK

ADDITIONAL ITEMS:	FLEET STOCK UNIT
EQUIPMENT VENDOR:	AEP QTE 039671
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	2
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	19,290.02
INCLUDED	
	0
\$	73,960.02
\$	147,920.04
\$	400
\$	148,320.04

Exhibit A



Quotation

Date	Page
Oct 24, 2024	1
Order Number	
QTE0039671	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
(2x) 2024 F150 Responder CSO Upf		SEW11201	RH	Oct 24, 2024		NET30

Year	Make	Model	Color	State Contract #
2024	Ford	F150 Responder	Black	NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		(2x) 2024 F150 Responder CSO Upfits for Midland PD Agency: Midland PD Contact: Liz Thornton Phone: 432.528.3589 Dealer: Sewell Ford Contact: Billy Hughes Phone: 940.867.1537 (Front Doors need wrapped or painted white) (add MPD graphics to front doors) - Front Grille Emergency Lighting Blue/Amber (SoundOff) 4.00 LEDS03528 / EMPS2STS4M mPower Fascia LED, Stud Mount, 12-LED,Blue/Amber 122.8900 N 491.56 4.00 BKRT00314 / PMP2BKGBPB Grille Mount Back Plate for use with mpower® 3 & 4 inch Stud 10.2600 N 41.04 - Overhead Emergency Lightbar Blue/Amber (SoundOff) 2.00 INST05526 / Parts nFORCE® Exterior Full Size Lightbar 54" Blue/Amber 2,444.8000 N 4,889.60 QSF046131			
Quotation continued on next page ...					



Quotation

Date Oct 24, 2024	Page 2
Order Number QTE0039671	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference (2x) 2024 F150 Responder CSO Up	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Oct 24, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F150 Responder	Color Black	State Contract # NA
---------------------	---------------------	--------------------------------	-----------------------	-------------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
16.00	LEDS03528 / EMPS2STS4M	- Running Board / Side Vehicle Lighting (SoundOff) mPower Fascia LED, Stud Mount, 12-LED,Blue/Amber note: 4 lights per running board, 8 per truck	122.8900	N	1,966.24
4.00	LEDS03528 / EMPS2STS4M	- Rear Bumper Lighting Blue/Amber (SoundOff) mPower Fascia LED, Stud Mount, 12-LED,Blue/Amber	122.8900	N	491.56
2.00	BKRT00028 / PMP2BRK2LPV	Soundoff 4" Mpower license plate bracket, vertical	26.6800	N	53.36
2.00	VACC02523 / ETCMPMP802	- Light Controller (SoundOff) 800 Series 9-Button Controller w/ Directional, Low Current	116.9600	N	233.92
2.00	PATC00224 / MI0001	- Power Management / Distribution (SoundOff) Mini Patrol Power, Gen1, Universal	482.6200	N	965.24
2.00	FLAS00098 / ETHFSS-SP-ISO	- Headlight / Taillight Flasher Isolated Headlight Flasher	54.3400	N	108.68
Quotation continued on next page ...					



Quotation

Date Oct 24, 2024	Page 3
Order Number QTE0039671	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

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Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference (2x) 2024 F150 Responder CSO Up	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Oct 24, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F150 Responder	Color Black	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	FLAS00022 / ETFBSSN-P	PL 2013-01-01 Sound Off backflash module. Ford	50.3900	N	100.78
2.00	CONS01874 / C-VSW-2400-F150-1	- Center Console / Pedestal with docking station (HAVIS) 24" Vehicle-Specific Console for 2021+ Ford F-150 Responder	626.1600	N	1,252.32
2.00	COMP01848 / DS-GTC-617-3	Docking Station for GETAC's S410 Notebook w/Power Supply & P	954.2000	N	1,908.40
2.00	COMP00616 / C-HDM-214	8.5" HD Telescoping pole, side mount PB 2012-09-01	129.1700	N	258.34
2.00	CONS01454 / C-MD-112	11" Slide Out Locking Swing Arm W/ Motion Adapter	257.6300	N	515.26
2.00	FACE00232 / C-EB25-MMT-1P	Havis-Shields faceplate for Motorola XTL-2500 PB 2012-09-01	0.0000	N	0.00
2.00	CONS01623 / CUP2-1001	Self-Adjusting Dual Cup Holder - Bed Cover (CarID Trifold)	47.0300	N	94.06
2.00	VACC03330 / TR26029	UnderCover® - Triad Hard Folding Tonneau Cover	977.4900	N	1,954.98
Quotation continued on next page ...					



Quotation

Date Oct 24, 2024	Page 4
Order Number QTE0039671	

American Emergency Products

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Midland, TX 79706
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Sewell Ford
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Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference (2x) 2024 F150 Responder CSO Up	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Oct 24, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F150 Responder	Color Black	State Contract # NA
--------------	--------------	-------------------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	INST05526 / Parts	- Weather Guard Storage (Grainger) WEATHER GUARD Truck or Van Storage Drawer: Steel, 9 1/2 in H - CSM (customer supplied materials) APX 8500 Motorola Radio Getac S410 Laptop Install GPS equipment	2,126.3500	N	4,252.70
2.00	GRAP90001 / Graphics	- Vehicle Graphics by Onsite Decals with 575 Designs Install Graphics by Onsite Decals	868.2500	N	1,736.50
2.00	GRAP90001 / Graphics	Graphics Install by 575 Designs	626.7500	N	1,253.50
2.00	TINT90001 / Window Tint	- Window Tinting 20% Front 20% Rear All window tinting - Installation / Shop supplies / Shipping	286.0000	N	572.00
Quotation continued on next page ...					



Quotation

Date Oct 24, 2024	Page 5
Order Number QTE0039671	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
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Midland, TX 79711

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Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference (2x) 2024 F150 Responder CSO Up	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Oct 24, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F150 Responder	Color Black	State Contract # NA
--------------	--------------	-------------------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
108.00	LAB090060 / LABOR	EVT Technician Installation Labor	125.0000	N	13,500.00
2.00	INST05440 / AEP-Misc	Shop Supplies	45.0000	N	90.00
		Shipping		N	1,850.00

Thank you for the opportunity to earn your business

Terms & Conditions:**• ESTIMATES VALID FOR 30 DAYS**

- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	20,240.04
Labor / Services	16,490.00
Trans / Trip / Fee	0.00
Shipping	1,850.00
Order Discount	0.00
Subtotal	38,580.04
Total sales tax	0.00
Total order	for 2 38,580.04

per veh \$19,290.02

SEWELL

FAMILY OF COMPANIES

AEP

Approved 11/15/24
JG
ET

SEWELL FAMILY OF COMPANIES		QUOTE #: 2400515BH	
COOP: BUYBOARD 724-23		DATE: 12-Nov	
PRODUCT DESCRIPTION: 2025 F350 XLT 4WD SUPERCREW		SALES PERSON: BILLY HUGHES	
		EMAIL: billy.hughes@teamsewell.com	
END USER: CITY OF MIDLAND		CONTACT: LIZ THORNTON	
ADDRESS: BOMB TRUCK		PHONE #:	
		EMAIL:	

BID SERIES:		BASE PRICE:		\$ 70,720.00	
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
W3L	25 F350 XLT SUPERCREW 4WD	INCL.		INFOTAINMENT SYSTEM	INCL.
	6.7L V8 TURBO DIESEL ENGINE	INCL.		POWER WINDOWS/SEATS	INCL.
	FRONT LICENSE PLATE KIT	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
67T	INTEGRATED TRAILER BRAKE CONTROL	INCL.		KEYLESS ENTRY/	INCL.
18B	PLATFORM RUNNING BOARDS	INCL.		SPRAY IN BEDLINER	INCL.
	ENGINE BLOCK HEATER	INCL.			

EXTERIOR COLOR:	BLACK
INTERIOR COLOR:	BLACK

ADDITIONAL ITEMS:	FLEET STOCK UNIT
EQUIPMENT VENDOR:	AEP QTE 039761
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	1
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	17,771.56
INCLUDED	
	0
\$	88,491.56
\$	88,491.56
\$	400
\$	88,891.56



good Et 11-7

Quotation

Date Nov 5, 2024	Page 1
Order Number QTE0039761	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference 1x Unmarked black F350 Diesel Bor	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Nov 5, 2024	Ship Via	Terms NET30
--	-----------	--------------------------	-------------------	---------------------------	----------	----------------

Year 2024	Make Ford	Model F350	Color Black	State Contract # NA
--------------	--------------	---------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		*** Upfit 1x Unmarked Black 4x4 Crew Cab 1Ton Bomb Truck *** Agency: Midland PD Contact: Liz Thornton Phone: 432.528.3589 Dealer: Sewell Contact: Billy Hughes Phone: 940.867.1537			
1.00	INST05526 / Parts	- Brush Guard Frontier Truck Gear® - Black Grille Guard CarlD	994.3500	N	994.35
1.00	PATC00224 / MI0001	- Power Management Mini Patrol Power, Gen1, Universal	501.9300	N	501.93
1.00	INST05526 / Parts	- Front Interior Emergency Lighting Blue/Red nFORCE® Interior LED Lightbar red/white blue/white QSF046850 - Rear Taillight Inserts	1,057.3700	N	1,057.37
Quotation continued on next page ...					



Quotation

Date Nov 5, 2024	Page 2
Order Number QTE0039761	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference 1x Unmarked black F350 Diesel Bon	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Nov 5, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F350	Color Black	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	LEDS03678 / ELUC3H010J	Universal Under Cover LED Insert, 5-Wire, Red/ Blue - Siren / Controller / Speakers	83.2700	N	166.54
1.00	SIRE00668 / ETSA483CSP	nERGY, 400 Series Console Siren w/ Button Control - 100 watt	423.8500	N	423.85
1.00	SPEA00247 / ETSS100J	100J Series Composite Speaker w/Universal Bracket, 100-Watt - Havis Center Console	192.1700	N	192.17
1.00	CONS01874 / C-VSW-2400-F150-1	24" Vehicle-Specific Console for 2021+ Ford F-150 Responder	891.9700	N	891.97
1.00	FACE00352 / C-EB40-SO3-1P	1-piece Equipment mounting bracket, 4" mounting space, fits PB 2012-09-01	0.0000	N	0.00
1.00	FACE00216 / C-EB25-XTL-1P	Havis Shield Faceplate for Motorola Radio XTL2500.	0.0000	N	0.00
1.00	CONS01623 / CUP2-1001	Self-Adjusting Dual Cup Holder	41.6100	N	41.61
1.00	CONS00387 / C-AP-0645-L	C-AP-0645-L CONSOLE, ACSY,BOX, INTERNAL MOUNT, 6MS, 4.5d, L PB 2012-09-01	111.7800	N	111.78
Quotation continued on next page ...					



Quotation

Date Nov 5, 2024	Page 3
Order Number QTE0039761	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference 1x Unmarked black F350 Diesel Bon	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Nov 5, 2024	Ship Via	Terms NET30
--	-----------	--------------------------	-------------------	---------------------------	----------	----------------

Year 2024	Make Ford	Model F350	Color Black	State Contract # NA
--------------	--------------	---------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05526 / Parts	- Camper Shell (Westin) EXP Truck Cap for 2024 F350 6'9 bed	3,679.9900	N	3,679.99
1.00	STOR01188 / XS3	- Decked Storage Box Decked (2) Drawer System for 2017+ F-250 6'9" Bed	1,400.0000	N	1,400.00
1.00	TINT90001 / Window Tint	- Window Tint 20% all around All window tinting Riley Tint	275.0000	N	275.00
52.00	LABO90060 / LABOR	- CSM (customer supplied materials) Motorola APX 8500 Radio Install GPS Equipment - Installation / Shop Supplies / Shipping Installation Labor	125.0000	N	6,500.00
Quotation continued on next page ...					



Quotation

Date Nov 5, 2024	Page 4
Order Number QTE0039761	

American Emergency Products

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Midland, TX 79706
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Sewell Ford
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Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference 1x Unmarked black F350 Diesel Bor	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Nov 5, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F350	Color Black	State Contract # NA
--------------	--------------	---------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05440 / AEP-Misc	Shop Supplies	85.0000	N	85.00
		Shipping		N	1,450.00

Thank you for the opportunity to earn your business

Terms & Conditions:**• ESTIMATES VALID FOR 30 DAYS**

- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	9,821.56
Labor / Services	6,500.00
Trans / Trip / Fee	0.00
Shipping	1,450.00
Order Discount	0.00
Subtotal	17,771.56
Total sales tax	0.00
Total order	17,771.56

AEP
 Approved
 ET
 JG
 11/15/24

SEWELL

FAMILY OF COMPANIES

SEWELL FAMILY OF COMPANIES		QUOTE #: 2400513BH	
COOP:	BUYBOARD 724-23	DATE:	12-Nov
PRODUCT DESCRIPTION:	2024 F150 XLT <u>4WD</u> SUPERCREW	SALES PERSON:	BILLY HUGHES
END USER:	CITY OF MIDLAND	EMAIL:	billy.hughes@teamsewell.com
ADDRESS:	CSO TRUCKS	CONTACT:	LIZ THORNTON
		PHONE #:	
		EMAIL:	

BID SERIES:		BASE PRICE:		\$ 54,670.00	
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
W3L	24 F150 XLT SUPERCREW <u>4WD</u>	INCL.		INFOTAINMENT SYSTEM	INCL.
	3.5L V6 ECOBOOST	INCL.		POWER WINDOWS/SEATS	INCL.
	FRONT LICENSE PLATE KIT	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
17R	REAR DOOR CONTROLS INOP	INCL.		KEYLESS ENTRY/	INCL.
18B	BLACK PLATFROM RUNNING BOARDS	INCL.			
67T	INTEGRATED TRAILER BRAKE CONTROL	INCL.			

EXTERIOR COLOR:	BLACK
INTERIOR COLOR:	BLACK

ADDITIONAL ITEMS:	FLEET STOCK UNIT
EQUIPMENT VENDOR:	AEP QTE 039671
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	2
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	19,290.02
INCLUDED	
	0
\$	73,960.02
\$	147,920.04
\$	400
\$	148,320.04



Quotation

Date	Page
Oct 24, 2024	1
Order Number	
QTE0039671	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
(2x) 2024 F150 Responder CSO Upf		SEW11201	RH	Oct 24, 2024		NET30

Year	Make	Model	Color	State Contract #
2024	Ford	F150 Responder	Black	NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		(2x) 2024 F150 Responder CSO Upfits for Midland PD Agency: Midland PD Contact: Liz Thornton Phone: 432.528.3589 Dealer: Sewell Ford Contact: Billy Hughes Phone: 940.867.1537 (Front Doors need wrapped or painted white) (add MPD graphics to front doors) - Front Grille Emergency Lighting Blue/Amber (SoundOff) 4.00 LEDS03528 / EMPS2STS4M mPower Fascia LED, Stud Mount, 12-LED,Blue/Amber 122.8900 N 491.56 4.00 BKRT00314 / PMP2BKGBPB Grille Mount Back Plate for use with mpower® 3 & 4 inch Stud 10.2600 N 41.04 - Overhead Emergency Lightbar Blue/Amber (SoundOff) 2.00 INST05526 / Parts nFORCE® Exterior Full Size Lightbar 54" Blue/Amber 2,444.8000 N 4,889.60 QSF046131			
Quotation continued on next page ...					



Quotation

Date Oct 24, 2024	Page 2
Order Number QTE0039671	

American Emergency Products

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Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference (2x) 2024 F150 Responder CSO Up	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Oct 24, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F150 Responder	Color Black	State Contract # NA
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Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
16.00	LEDS03528 / EMPS2STS4M	- Running Board / Side Vehicle Lighting (SoundOff) mPower Fascia LED, Stud Mount, 12-LED,Blue/Amber note: 4 lights per running board, 8 per truck	122.8900	N	1,966.24
4.00	LEDS03528 / EMPS2STS4M	- Rear Bumper Lighting Blue/Amber (SoundOff) mPower Fascia LED, Stud Mount, 12-LED,Blue/Amber	122.8900	N	491.56
2.00	BKRT00028 / PMP2BRK2LPV	Soundoff 4" Mpower license plate bracket, vertical	26.6800	N	53.36
2.00	VACC02523 / ETCMPMP802	- Light Controller (SoundOff) 800 Series 9-Button Controller w/ Directional, Low Current	116.9600	N	233.92
2.00	PATC00224 / MI0001	- Power Management / Distribution (SoundOff) Mini Patrol Power, Gen1, Universal	482.6200	N	965.24
2.00	FLAS00098 / ETHFSS-SP-ISO	- Headlight / Taillight Flasher Isolated Headlight Flasher	54.3400	N	108.68
Quotation continued on next page ...					



Quotation

Date	Page
Oct 24, 2024	3
Order Number	
QTE0039671	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
(2x) 2024 F150 Responder CSO Up		SEW11201	RH	Oct 24, 2024		NET30

Year	Make	Model	Color	State Contract #
2024	Ford	F150 Responder	Black	NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	FLAS00022 / ETFBSSN-P	PL 2013-01-01 Sound Off backflash module. Ford	50.3900	N	100.78
2.00	CONS01874 / C-VSW-2400-F150-1	- Center Console / Pedestal with docking station (HAVIS) 24" Vehicle-Specific Console for 2021+ Ford F-150 Responder	626.1600	N	1,252.32
2.00	COMP01848 / DS-GTC-617-3	Docking Station for GETAC's S410 Notebook w/Power Supply & P	954.2000	N	1,908.40
2.00	COMP00616 / C-HDM-214	8.5" HD Telescoping pole, side mount PB 2012-09-01	129.1700	N	258.34
2.00	CONS01454 / C-MD-112	11" Slide Out Locking Swing Arm W/ Motion Adapter	257.6300	N	515.26
2.00	FACE00232 / C-EB25-MMT-1P	Havis-Shields faceplate for Motorola XTL-2500 PB 2012-09-01	0.0000	N	0.00
2.00	CONS01623 / CUP2-1001	Self-Adjusting Dual Cup Holder - Bed Cover (CarID Trifold)	47.0300	N	94.06
2.00	VACC03330 / TR26029	UnderCover® - Triad Hard Folding Tonneau Cover	977.4900	N	1,954.98
Quotation continued on next page ...					



Quotation

Date Oct 24, 2024	Page 4
Order Number QTE0039671	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference (2x) 2024 F150 Responder CSO Up	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Oct 24, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F150 Responder	Color Black	State Contract # NA
--------------	--------------	-------------------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	INST05526 / Parts	- Weather Guard Storage (Grainger) WEATHER GUARD Truck or Van Storage Drawer: Steel, 9 1/2 in H - CSM (customer supplied materials) APX 8500 Motorola Radio Getac S410 Laptop Install GPS equipment	2,126.3500	N	4,252.70
2.00	GRAP90001 / Graphics	- Vehicle Graphics by Onsite Decals with 575 Designs Install Graphics by Onsite Decals	868.2500	N	1,736.50
2.00	GRAP90001 / Graphics	Graphics Install by 575 Designs	626.7500	N	1,253.50
2.00	TINT90001 / Window Tint	- Window Tinting 20% Front 20% Rear All window tinting - Installation / Shop supplies / Shipping	286.0000	N	572.00
Quotation continued on next page ...					



Quotation

Date Oct 24, 2024	Page 5
Order Number QTE0039671	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference (2x) 2024 F150 Responder CSO Up	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Oct 24, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F150 Responder	Color Black	State Contract # NA
--------------	--------------	-------------------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
108.00	LABO90060 / LABOR	EVT Technician Installation Labor	125.0000	N	13,500.00
2.00	INST05440 / AEP-Misc	Shop Supplies	45.0000	N	90.00
		Shipping		N	1,850.00

Thank you for the opportunity to earn your business			Parts	20,240.04
Terms & Conditions:			Labor / Services	16,490.00
• ESTIMATES VALID FOR 30 DAYS			Trans / Trip / Fee	0.00
• Orders will be invoiced upon notification of completion			Shipping	1,850.00
• Returns subject to 25% restocking fee. No returns on special order items.			Order Discount	0.00
• Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.			Subtotal	38,580.04
SIGNATURE (not required if PO/contract is issued) _____			Total sales tax	0.00
			Total order	for 2 38,580.04

per veh \$19,290.02

SEWELL

FAMILY OF COMPANIES

AEP

Approved 11/15/24
JG
ET

SEWELL FAMILY OF COMPANIES		QUOTE #: 2400515BH	
COOP: BUYBOARD 724-23		DATE: 12-Nov	
PRODUCT DESCRIPTION: 2025 F350 XLT 4WD SUPERCREW		SALES PERSON: BILLY HUGHES	
		EMAIL: billy.hughes@teamsewell.com	
END USER: CITY OF MIDLAND		CONTACT: LIZ THORNTON	
ADDRESS: BOMB TRUCK		PHONE #:	
		EMAIL:	

BID SERIES:		BASE PRICE:		\$ 70,720.00	
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
W3L	25 F350 XLT SUPERCREW 4WD	INCL.		INFOTAINMENT SYSTEM	INCL.
	6.7L V8 TURBO DIESEL ENGINE	INCL.		POWER WINDOWS/SEATS	INCL.
	FRONT LICENSE PLATE KIT	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
67T	INTEGRATED TRAILER BRAKE CONTROL	INCL.		KEYLESS ENTRY/	INCL.
18B	PLATFORM RUNNING BOARDS	INCL.		SPRAY IN BEDLINER	INCL.
	ENGINE BLOCK HEATER	INCL.			

EXTERIOR COLOR:	BLACK
INTERIOR COLOR:	BLACK

ADDITIONAL ITEMS:	FLEET STOCK UNIT
EQUIPMENT VENDOR:	AEP QTE 039761
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	1
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	17,771.56
INCLUDED	
	0
\$	88,491.56
\$	88,491.56
\$	400
\$	88,891.56



good Et 11-7

Quotation

Date	Page
Nov 5, 2024	1
Order Number	
QTE0039761	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
1x Unmarked black F350 Diesel Bor		SEW11201	RH	Nov 5, 2024		NET30

Year	Make	Model	Color	State Contract #
2024	Ford	F350	Black	NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		*** Upfit 1x Unmarked Black 4x4 Crew Cab 1Ton Bomb Truck *** Agency: Midland PD Contact: Liz Thornton Phone: 432.528.3589 Dealer: Sewell Contact: Billy Hughes Phone: 940.867.1537			
1.00	INST05526 / Parts	- Brush Guard Frontier Truck Gear® - Black Grille Guard CarlD	994.3500	N	994.35
1.00	PATC00224 / MI0001	- Power Management Mini Patrol Power, Gen1, Universal	501.9300	N	501.93
1.00	INST05526 / Parts	- Front Interior Emergency Lighting Blue/Red nFORCE® Interior LED Lightbar red/white blue/white QSF046850 - Rear Taillight Inserts	1,057.3700	N	1,057.37
Quotation continued on next page ...					



Quotation

Date Nov 5, 2024	Page 2
Order Number QTE0039761	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference 1x Unmarked black F350 Diesel Bon	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Nov 5, 2024	Ship Via	Terms NET30
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Year 2024	Make Ford	Model F350	Color Black	State Contract # NA
--------------	--------------	---------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	LEDS03678 / ELUC3H010J	Universal Under Cover LED Insert, 5-Wire, Red/ Blue - Siren / Controller / Speakers	83.2700	N	166.54
1.00	SIRE00668 / ETSA483CSP	nERGY, 400 Series Console Siren w/ Button Control - 100 watt	423.8500	N	423.85
1.00	SPEA00247 / ETSS100J	100J Series Composite Speaker w/Universal Bracket, 100-Watt - Havis Center Console	192.1700	N	192.17
1.00	CONS01874 / C-VSW-2400-F150-1	24" Vehicle-Specific Console for 2021+ Ford F-150 Responder	891.9700	N	891.97
1.00	FACE00352 / C-EB40-SO3-1P	1-piece Equipment mounting bracket, 4" mounting space, fits PB 2012-09-01	0.0000	N	0.00
1.00	FACE00216 / C-EB25-XTL-1P	Havis Shield Faceplate for Motorola Radio XTL2500.	0.0000	N	0.00
1.00	CONS01623 / CUP2-1001	Self-Adjusting Dual Cup Holder	41.6100	N	41.61
1.00	CONS00387 / C-AP-0645-L	C-AP-0645-L CONSOLE, ACSY,BOX, INTERNAL MOUNT, 6MS, 4.5d, L PB 2012-09-01	111.7800	N	111.78
Quotation continued on next page ...					



Quotation

Date Nov 5, 2024	Page 3
Order Number QTE0039761	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
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Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference 1x Unmarked black F350 Diesel Bon	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Nov 5, 2024	Ship Via	Terms NET30
--	-----------	--------------------------	-------------------	---------------------------	----------	----------------

Year 2024	Make Ford	Model F350	Color Black	State Contract # NA
--------------	--------------	---------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05526 / Parts	- Camper Shell (Westin) EXP Truck Cap for 2024 F350 6'9 bed	3,679.9900	N	3,679.99
1.00	STOR01188 / XS3	- Decked Storage Box Decked (2) Drawer System for 2017+ F-250 6'9" Bed	1,400.0000	N	1,400.00
1.00	TINT90001 / Window Tint	- Window Tint 20% all around All window tinting Riley Tint	275.0000	N	275.00
52.00	LABO90060 / LABOR	- CSM (customer supplied materials) Motorola APX 8500 Radio Install GPS Equipment - Installation / Shop Supplies / Shipping Installation Labor	125.0000	N	6,500.00
Quotation continued on next page ...					



Quotation

Date Nov 5, 2024	Page 4
Order Number QTE0039761	

American Emergency Products

1110 South FM 1788, Unit 70
Midland, TX 79706
Remit to: PO Box 62380
Midland, TX 79711

Sold To:

Sewell Ford
4400 Parks Legado Road
Odessa, TX 79765
US

Ship To:

American Emergency Products Texas
Unit #70
1110 S FM 1788
Midland, Texas, 79706
US

Reference 1x Unmarked black F350 Diesel Bon	PO Number	Customer No. SEW11201	Salesperson RH	Order Date Nov 5, 2024	Ship Via	Terms NET30
--	-----------	--------------------------	-------------------	---------------------------	----------	----------------

Year 2024	Make Ford	Model F350	Color Black	State Contract # NA
--------------	--------------	---------------	----------------	------------------------

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	INST05440 / AEP-Misc	Shop Supplies	85.0000	N	85.00
		Shipping		N	1,450.00

Thank you for the opportunity to earn your business

Terms & Conditions:**• ESTIMATES VALID FOR 30 DAYS**

- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	9,821.56
Labor / Services	6,500.00
Trans / Trip / Fee	0.00
Shipping	1,450.00
Order Discount	0.00
Subtotal	17,771.56
Total sales tax	0.00
Total order	17,771.56



City Council Meeting

Item Number: 10
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF A FOLEY 633 ACCU-PRO REEL GRINDER, A FOLEY 672 ACCU-PRO BED KNIFE GRINDER, AND A MULTI PRO 5800-G SPRAY RIG FROM PROFESSIONAL TURF PRODUCTS, LP, THROUGH BUYBOARD AT A TOTAL COST OF \$166,098.78 (DISTRICT 2) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of Foley 633 Accu-Pro reel grinder and a Foley 672 Accu-Pro Bed knife grinder, and Multi Pro 5800-G Spray Rig for from Professional Turf Products, L.P. through Buyboard contract #706-23 for a cost of \$166,098.78.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Parks Maintenance Fund and will be appropriated for this purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The Parks and Recreation Department is recommending the purchase of Foley 633 Accu-Pro reel grinder and a Foley 672 Accu-Pro Bed knife grinder, and Multi Pro 5800-G Spray Rig for from Professional Turf Products, L.P. through Buyboard contract #706-23. We are members of the Buyboard Program cooperative and Subchapter F, Section 271.102 of the Local

Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The Foley 633 Accu-Pro reel grinder and a Foley 672 Accu-Pro Bed knife grinder to maintain and sharpen the blades of the course's greens and fairway mowers for a precise cut for the Golf Course. The Multi Pro 5800-G Spray Rig to improve herbicide and pesticide application for effective control of stickers in athletic fields, dog parks, and neighborhood parks Please see the attached memo from Laurie Williams, Parks and Recreation Manager, for additional information.

Therefore, please consider a resolution authorizing the purchase of Foley 633 Accu-Pro reel grinder and a Foley 672 Accu-Pro Bed knife grinder, and Multi Pro 5800-G Spray Rig for from Professional Turf Products, L.P. through Buyboard contract #706-23 for a cost of \$166,098.78.



City Manager's Office



Golf Course Division
Interoffice Memorandum

Date: December 3, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Hogan Park Golf Course Purchase Reel and Bed knife Grinders

Hogan Park Golf Course staff has requested the purchase of a Foley 633 Accu-Pro reel grinder and a Foley 672 Accu-Pro Bed knife grinder to maintain the 2 greens mowers and 2 fairway mowers at the course. These two grinders work to grind/sharpen the blades of the mowers in order to get a clean, precise cut.

Each fairway mower has five cutting units that are currently sent out to Lubbock once per year for grinding/sharpening. Ideally, this should be done 3-4 times per year. Each greens mower has 3 cutting units, and are typically sent to Lubbock 3-4 times each year. These should be sharpened on a monthly basis during growing seasons.

CURRENT RATE OF EXPENDITURES FOR GRINDING

Number of units	x per yr	Cost at \$300
5 x 2 mowers	1	\$3000
3 x 2 mowers	4	<u>\$7200</u>
\$10,200 per year to outsource grinding		

PREFERRED RATE OF EXPENDITURES FOR GRINDING

Number of units	x per yr	Cost at \$300
5 x 2 mowers	4	\$12,000
3 x 2 mowers	8	<u>\$14,400</u>
\$26,400 per year to outsource grinding		

The life expectancy of the grinders is over twenty years.

The Parks and Recreation Department recommends the purchase of this equipment from Professional Turf Products, L.P., who submitted a Buy Board bid of \$84,735 for the equipment and freight. The supplier has noted there will be a 3-5% price increase in January 2025.

[\\$84,735.00 is available in Parks Maintenance Fund and will be appropriated to a Project for stated purpose.](#)



Parks Division
Interoffice Memorandum

Date: December 3, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Parks Division Purchase Herbicide Spray Rig

Parks Division staff has requested the purchase of a Multi Pro 5800-G Spray Rig, outfitted for the application of herbicides and pesticides. Stickers in athletic fields, dog parks, and neighborhood parks has been an ongoing issue. The maintenance contractors are required to spray pre and post emergent herbicides, but the results have been less than desirable.

Parks has staff holding the Texas Department of Agriculture required license and the knowledge to develop an in-house program to apply herbicides at the right time and strength to make an impact on the growing issue of khaki weed on parks' property. Treatment of mesquite is another program that could be implemented with this equipment. The purchase of the spray rig will allow herbicide programs to be developed and completed in a timely and productive manner with parks personnel.

The Parks and Recreation Department recommends the purchase of this equipment from Professional Turf Products, L.P., who submitted a Buy Board bid of \$81,363.78 for the equipment and freight. The supplier has noted there will be a 3-5% price increase in January 2025.

[\\$81,363.78 is available in Parks Maintenance Fund and will be appropriated to a Project for stated purpose.](#)

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A FOLEY 633 ACCU-PRO REEL GRINDER, A FOLEY 672 ACCU-PRO BED KNIFE GRINDER, AND A MULTI PRO 5800-G SPRAY RIG FROM PROFESSIONAL TURF PRODUCTS, LP, THROUGH BUYBOARD AT A TOTAL COST OF \$166,098.78

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, Professional Turf Products, LP, has submitted a total proposed cost to the City of \$166,098.78 for the purchase of a Foley 633 Accu-Pro Reel Grinder, a Foley 672 Accu-Pro Bed Knife Grinder, and a Multi Pro 5800-G Spray Rig (the "*Equipment*"), as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Professional Turf Products, LP, 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 Professional Turf Products, LP, 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 of a Foley 633 Accu-Pro Reel Grinder, a Foley 672 Accu-Pro Bed Knife Grinder, and a Multi Pro 5800-G Spray Rig from Turf Products, LP, through Buyboard at a total cost of \$166,098.78.

SECTION TWO. That the sum of \$166,098.78 is hereby appropriated from the Parks Maintenance Fund to a project to be established by the City of Midland Finance Department.

SECTION THREE. That the City Comptroller is hereby authorized and directed to

pay Professional Turf Products, LP, for the Equipment from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, 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:

John Ohnemiller, City Attorney



Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Joel Usrey
(682)266-3223
usreyj@proturf.com



Count on it.



Ship To	Hogan Park Golf Course - Midland, TX	Date:	11/18/2024
Bill To	BUYBOARD #706-23	Tax Rate	
Contact	Tyson Kerby	Destination	Included
Address	3600 N. Fairgrounds Rd., Midland, TX 79702	Trade-In	
		Finance	
Phone	(432) 685 7360	Account Type	STD
Email	lil_kerby@hotmail.com	QMS: ID	Standard
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	6331931	633 Accu-Pro AC Accu-Tocuh 3 Control		
1	6539544	Boom & Electric Hoist (For 653-633-622)		
1	6721901	672 Accu-Pro AT Auto-Traverse		
2	FREIGHT	Freight		
		Foley	\$	84,735.00

SubTotal	\$	84,735.00
Destination		Included
Tax (Estimated)	\$	-
TOTAL	\$	84,735.00

PACKET

Exhibit A
10.8

December 17, 2024

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____



Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Joel Usrey
(682)266-3223
usreyj@proturf.com



Count on it.



Ship To	City Of Midland - Parks Dept.	Date:	9/6/2024
Bill To	Buyboard 706-23	Tax Rate	
Contact	Jason Matthews	Destination	Included
Address	301 N. Washington, Midland, TX 79702-1152	Trade-In	
		Finance	
Phone	432.352.6494	Account Type	STD
Email	jmatthews@midlandtexas.gov	QMS: ID	Q166561
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	41394	Multi Pro 5800-G with ExcelaRate		
12	120-0702	Brown 0.50 gpm nozzle @ 40 PSI		
1	41249	Foam Marker Kit		
1	136-0458	Finish Kit, Foam Marker		
1	131-3751	Multi Pro MVP Kit		
1	41602	Drift Reduction Boom Shroud Kit		
1	120-8508	Heavy Duty Spring Kit		
12	120-0705	Light Blue 1.00 gpm nozzle @ 40 PSI		
12	120-0706	Light Green 1.50 gpm nozzle @ 40 PSI		
1	41607	Pro Foam (1 Gallon Container)		
1	41621	Pivoting Electric Hose Reel Kit, MP5800		
		Multi Pro 5800-G with ExcelaRate	\$	81,363.78

SubTotal	\$	81,363.78
Destination		Included
Tax (Estimated)	\$	-
TOTAL	\$	81,363.78

PACKET

10.10

December 17, 2024

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____



Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Joel Usrey
(682)266-3223
usreyj@proturf.com



Count on it.



Ship To	Hogan Park Golf Course - Midland, TX	Date:	11/18/2024
Bill To	BUYBOARD #706-23	Tax Rate	
Contact	Tyson Kerby	Destination	Included
Address	3600 N. Fairgrounds Rd., Midland, TX 79702	Trade-In	
		Finance	
Phone	(432) 685 7360	Account Type	STD
Email	lil_kerby@hotmail.com	QMS: ID	Standard
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	6331931	633 Accu-Pro AC Accu-Tocuh 3 Control		
1	6539544	Boom & Electric Hoist (For 653-633-622)		
1	6721901	672 Accu-Pro AT Auto-Traverse		
2	FREIGHT	Freight		
		Foley	\$	84,735.00

SubTotal	\$	84,735.00
Destination		Included
Tax (Estimated)	\$	-
TOTAL	\$	84,735.00

Comments:

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Authorized Signature: _____ **Date:** _____



672/673

SEMI-AUTOMATIC & AUTOMATIC BEDKNIFE GRINDERS

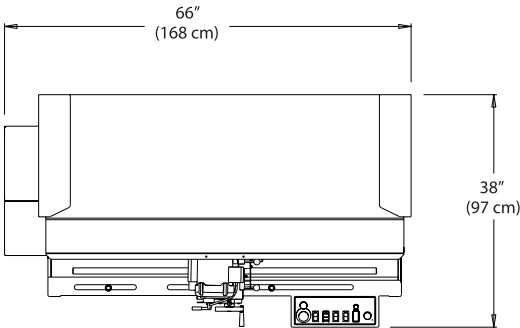


FEATURES	672	673
Mounting System	Electro Magnets	Electro Magnets
Adjustable Flood coolant	✓	✓
Quick retractable Setup Gauge	✓	✓
Powered, Fixed Stop Grind Angle	✓	✓
Integrated Diamond Dresser	✓	✓
Height Adjustable Grinding head	✓	✓
Variable Speed Belt Drive Traverse System	✓	✓
Automatic Mode - with Powered Infeed		✓
OPTIONAL EQUIPMENT		
Borazon Wheel	Optional	Optional
Bellows Kit	Optional	Optional
Flood Coolant Additive	Optional	Optional

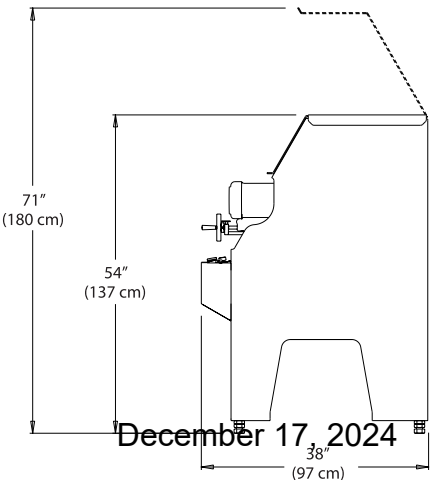
WHEN ACCURACY AND SPEED MATTER, THESE GRINDERS DELIVER. SET-UP IS SIMPLE AND FAST WITH THE POSITIVE GAUGE STOPS.

► DIMENSIONS:

TOP VIEW



SIDE VIEW



PACKET

10.14

December 17, 2024

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672/673 SEMI-AUTOMATIC & AUTOMATIC BEDKNIFE GRINDERS

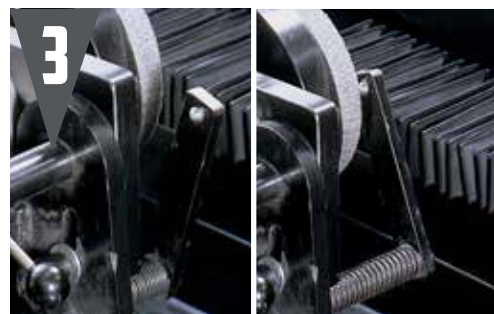
ANGLE SET-UP



INTEGRATED FLOOD COOLANT



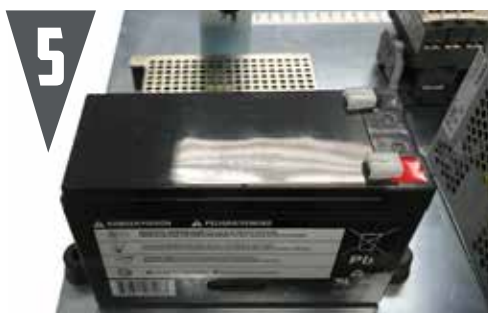
DIAMOND WHEEL DRESSER



IN-FEED CONTROL



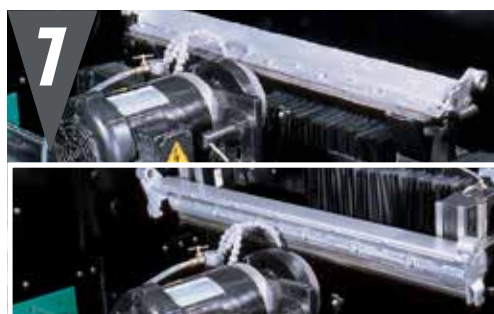
SUPPLEMENTAL POWER SUPPLY



BELT DRIVE TRAVERSE SYSTEM



POWERED ANGLE ADJUSTMENT



ELECTROMAGNETIC MOUNTING SYSTEM



ALIGNMENT GAUGE



EASIEST + FASTEST TO USE BEDKNIFE GRINDERS IN THE WORLD

AN INNOVATIVE BEDKNIFE MOUNTING SYSTEM

USES POWERFUL ELECTROMAGNETS TO HOLD THE BED BAR IN PLACE MAKING SET-UP SIMPLE AND FAST. YOU CAN GRIND ANY BED BAR ARRANGEMENT WITHOUT ADDITIONAL TOOLING.

FAST ANGLE SET-UP

PROVIDES REPEATABILITY WITHOUT RECALIBRATION. CHANGING FROM GRINDING THE FRONT FACE TO THE TOP FACE IS AS SIMPLE AS PUSHING A BUTTON AND WATCHING AS THE POWERED TOOL ROTATES INTO POSITION.

EASY-TO-USE CONTROLS

USES A PRECISION HAND WHEEL TO IN-FEED THE GRINDING HEAD WHILE IT AUTOMATICALLY TRAVERSES. THE 673 AUTOMATES THE PROCESS BY USING ONE OF THE PRE-SET PROGRAMS TO AUTOMATICALLY IN-FEED THE GRINDING HEAD, AND STOP THE GRINDING PROCESS WHEN COMPLETED.

OPERATOR PROTECTION

A STURDY METAL HOOD WITH A CLEAR POLYCARBONATE WINDOW THAT RETAINS THE COOLANT MIST AND SHIELDS THE OPERATOR. THE INTERLOCKING SWITCH PREVENTS OPERATION WITHOUT THE HOOD BEING TOTALLY CLOSED. THE SUPPLEMENTAL POWER SUPPLY PROTECTS THE OPERATOR IN THE EVENT OF A POWER OUTAGE, MAINTAINING POWER TO THE ELECTROMAGNETS AND HOLDING THE BED BAR FIRMLY IN PLACE.

December 17, 2024

633 | ACCU-PRO AC/SC SPIN /RELIEF REEL GRINDER

FOLEY
COMPANY



FEATURES

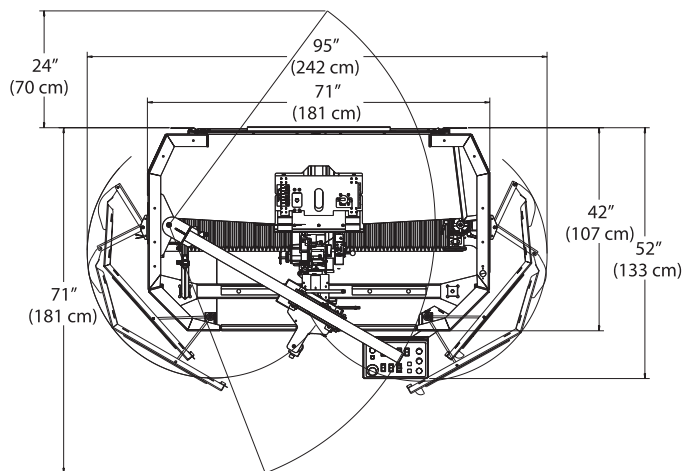
Spin Grind capable	✓
Auto Indexing hands free Relief Grinding	✓
- Electronically control Torque for relief	✓
Quick Reel placement - ACCU-Reel selector	✓
Cone/Taper Removal - Easy Alignment of Reel to Grinder	LED- Feedback (manual) Screen feedback (Optional AT3 package)
Variable Speed Spin Drive motor	Articulating counter balanced
Variable Speed Belt Drive Traverse System	✓
3 pack of Drive Adapters (male - 8, 9 and 11 tooth spline)	✓
Rear door with Safety interlock	✓
Front Safety door with Safety interlock	✓
Quick Change Grinding wheel	✓
ACCU-Touch 3 (AT3) with standard and custom programs - With end of cycle indicator light.	Optional
Noise and Dust abatement	X
Dust collection - Vacuum system	Optional
Slotted top Canopy (653 only) for Shop overhead Crane	X
Attached rear lift table	Optional
Overhead Boom	Optional - electric with trolley

ADVANTAGES & BENEFITS

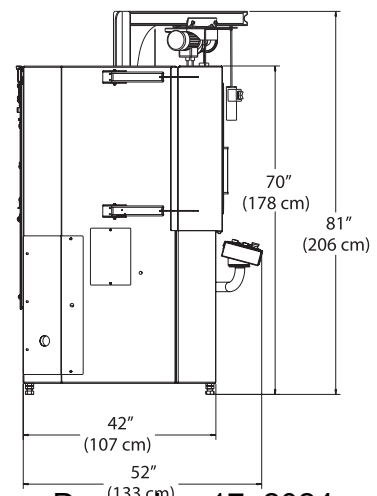
- ▶ AUTOMATED INFEEED CYCLES FOR SPIN AND AUTO-INDEX RELIEF GRINDING
- ▶ PATENTED HANDS-FREE AUTO-INDEX RELIEF GRIND
- ▶ ELECTRIC INTER-LOCKING DOORS AND LEXAN SAFETY GLASS PROTECTION
- ▶ VARIABLE SPIN SPEED, TRAVERSE SPEED AND RELIEF TORQUE FOR COMPLETE VERSATILITY
- ▶ VERTICAL/HORIZONTAL ADJUSTER ENSURES PRECISE CARRIAGE POSITION AND TAPER REMOVAL

► DIMENSIONS:

TOP VIEW



SIDE VIEW



PACKET

10.16

December 17, 2024

MADE IN THE USA

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FOLEYCO.COM | 800.225.9810

PURSUE PERFECT

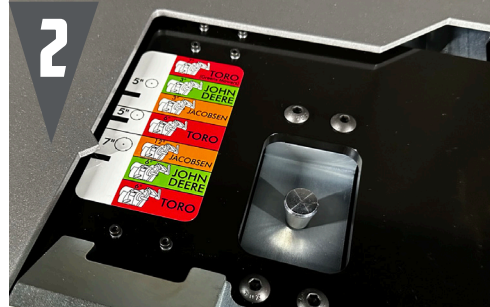
633 | ACCU-PRO AC/SC SPIN /RELIEF REEL GRINDER

FOLEY
COMPANY

SC/AC CONTROLLER



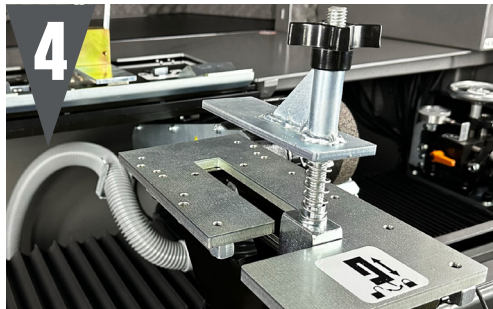
ACCU-REEL SELECTOR



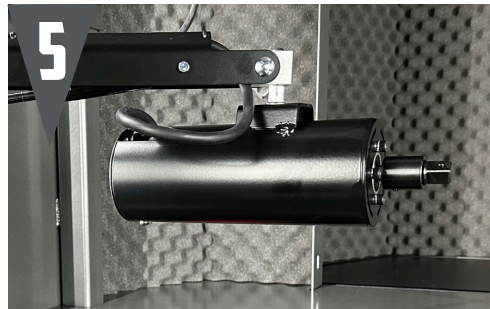
ELECTRONIC POSITIONING DISPLAY



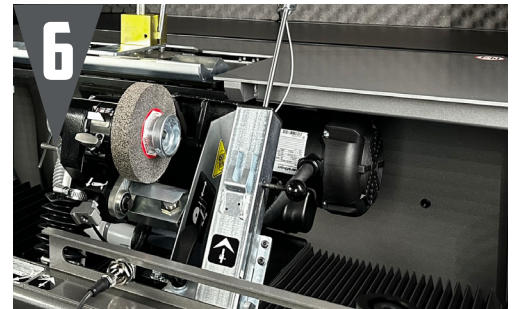
FRONT ROLLER CLAMP



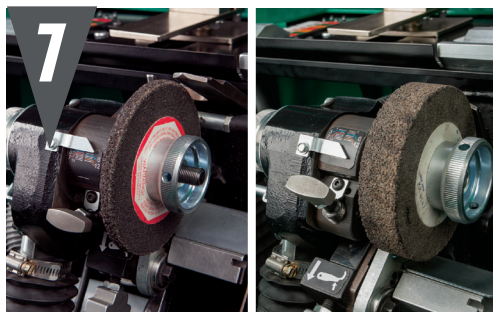
COUNTER-BALANCED SPIN DRIVE



ACCU-POSITIONING GAUGE



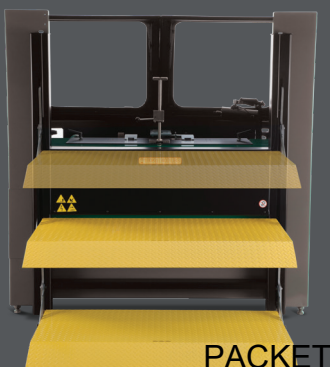
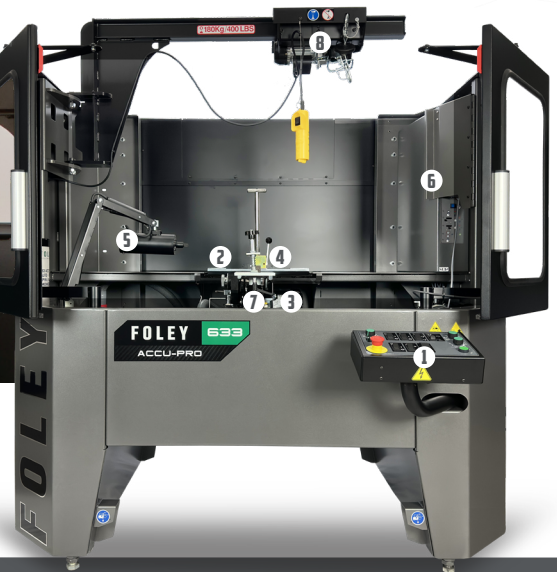
PATENTED GRINDING HEAD & RELIEF ASSEMBLY



OPTIONAL ELECTRIC HOIST



SIMPLICITY + QUALITY AT ITS BEST



OPTIONAL
EQUIPMENT
REAR LIFT TABLE

AUTOMATED INFEEED GRIND CYCLES

FOR BOTH THE SPIN AND RELIEF GRIND PROCESS. (633AC)

SPIN GRIND IN MINUTES

LET THE ACCU-TOUCH 3 DO THE WORK WHILE YOU DO SOMETHING ELSE. (633AC)

AUTO INDEX RELIEF

AUTOMATION OF INFEEEDS AND THE PATENTED AUTO-INDEX PROVIDES PRODUCTIVITY AND CHOICE.

EASY REEL PLACEMENT

TO AUTOMATICALLY LOCATE THE REEL FOR A FAST AND EASY SPIN OR SPIN + RELIEF GRIND.

EASY TO USE CONTROLS

THE 633 SC USES A PRECISION PUSH-BUTTON TO INFEEED THE GRINDING HEAD WHILE IT AUTOMATICALLY TRAVERSES. THE 633 AC AUTOMATES THE PROCESS TO AUTOMATICALLY INFEEED THE GRINDING HEAD AND STOP THE GRINDING PROCESS WHEN COMPLETED.

December 17, 2024





City Council Meeting

Item Number: 11
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF AN ASPHALT PATCH TRUCK FOR THE TRANSPORTATION DIVISION FROM KINLOCH EQUIPMENT AND SUPPLY, INC. THROUGH OMNIA PARTNERS FOR A TOTAL COST OF \$265,035.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of an Asphalt Patch Truck from Kinloch Equipment through Omnia contract #05-77 for a cost of \$265,035.00.

Recommended City Council 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 recommending the purchase of an Asphalt Patch Truck from Kinloch Equipment through Omnia contract #05-77. We are members of the Omnia Program 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. This will be a replacement to the fleet. Please see

the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution authorizing the purchase of an Asphalt Patch Truck from Kinloch Equipment through Omnia contract #05-77 for a cost of \$265,035.00.



City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Omnia Contract #05-77 Asphalt Patch Truck

DATE: 11/22/2024

Fleet Services is the purchase of one (1) Asphalt Patch Truck. This new unit will be a replacement for a unit that has gone beyond its useful service life. The budgeted amount for FY2025 for one (1) Asphalt Patch Truck is \$304,786. The purchasing amount of \$265,035.00 is being offered through Omnia Contract #05-77 for one (1) Stepp Asphalt Patch Truck from Kinloch Equipment and Supply, Inc.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF AN ASPHALT PATCH TRUCK FOR THE TRANSPORTATION DIVISION FROM KINLOCH EQUIPMENT AND SUPPLY, INC. THROUGH OMNIA PARTNERS FOR A TOTAL COST OF \$265,035.00

WHEREAS, Omnia Partners (“Omnia”) is a cooperative purchasing agency with which the City participates in purchases through a cooperative purchasing program in accordance with Section 271.102 of the Texas Local Government Code; and

WHEREAS, Kinloch Equipment and Supply, Inc. (“Seller”) submitted a total cost to the City of \$265,035.00 for the City’s proposed purchase of an asphalt patch truck (the “Goods”) for the Transportation Division through Omnia as shown on the quote attached hereto as Exhibit “A”, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the Goods to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of the Goods from Seller through Omnia;

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 Goods from Seller through Omnia for a total cost of \$265,035.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Seller for the Goods from funds available in the Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



www.kinlochequip.com

Ph. 713-473-6213 Fax: 713-473-7858

By: Jered Sellers Ph: 806-787-2002

Email: jered.sellers@kinlochequip.com

STPH 4.0 Proposal For City of Midland

3320 Pasadena Blvd, Pasadena, TX 77503



PROPOSAL

Stepp Asphalt Patch Truck

11/19/2024

Each Base Unit Includes: Diesel Burner, Automatic Temperature Controls, Hydraulic Auger, Oil Jacket, PTO and Hydraulic Pump

	PRICE	Qty	Extended
Stepp Trailer Mounted Pothole Patcher 4.0 cy (5.4 ton)	\$75,002.00	1	\$75,002.00

HEAT OPTIONS

Electric Overnight Heat 220V 6000W	\$8,096.00	1	\$8,096.00
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UNIT OPTIONS

Diesel Burner Enclosure	\$691.00	1	\$691.00
Arrowboard	\$2,025.00	1	\$2,025.00
10# Fire Extinguisher	\$508.00	1	\$508.00
Compactor Plate Carrier	\$2,440.00	1	\$2,440.00
Stainless Steel Tool Holder	\$174.00	2	\$348.00
Slide Out Hopper Access Walkway	\$2,976.00	1	\$2,976.00
Washdown System	\$1,042.00	1	\$1,042.00
Hose Reel for Washdown	\$780.00	1	\$780.00
Shovel Cleaning Compartment	\$1,015.00	1	\$1,015.00
Spoils Bin	\$1,940.00	1	\$1,940.00
Asphalt Swing Chute	\$859.00	1	\$859.00
Camera System	\$1,974.00	1	\$1,974.00
Compactor Plate Carrier Hold Down	\$632.00	1	\$632.00
Tack Tank w/ Oil Jacket, Auto Temp, Gravity Discharge	\$6,250.00	1	\$6,250.00
Pumping System for Tack Tank	\$6,429.00	1	\$6,429.00
Hose Reel for Tack Hose	\$1,033.00	1	\$1,033.00
Power Beyond for Hydraulic Controls	\$3,829.00	1	\$3,829.00
Dual Hydraulic Hose Reel	\$2,976.00	1	\$2,976.00

CHASSIS

2024 Kenworth T280	\$126,672.00	1	\$126,672.00
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PAINT

Black	\$0.00	1	\$0.00
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PACKET

11.6

December 17, 2024

EXHIBIT "A"

UPGRADES

Additional Lights: Front grill strobes, strobe light assembly, Flush Mount Strobe Assembly Package	\$1,179.00	1	\$1,179.00
Rear Arrow Option: Add Arrowboard in lieu of ArrowStick	\$1,390.00	1	\$1,390.00
Jack Hammer Kit: Hydraulic Jack Hammer, mount, Moil Point, Asphalt Cutter Point	\$6,722.00	1	\$6,722.00
Rear Long Swing Chute	\$1,852.00	1	\$1,852.00

LABOR

Labor for Offered Upgrades	\$2,000.00	1	\$2,000.00
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FREIGHT

Freight from North Branch, MN to Midland, TX	\$ 3.50	1250	\$4,375.00
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SUBTOTAL	\$265,035.00
8.25% SALES TAX	
TOTAL PRICE F.O.B. MIDLAND, TX	\$265,035.00

**PROPOSAL NOTES:**

1. Unit offered is a KESI stock unit. Pricing is firm until sold. Unit is offered on a first come, first served basis.
2. Payment terms are net due upon delivery.
3. OMNIA Contract 05-77
4. **THIS PROPOSAL IS FOR BUDGETARY PURPOSES ONLY. ANY ORDER INTENDED TO BE GENERATED AS A RESULT OF THIS PROPOSAL WOULD BE MADE IN FAVOR OF STEPP MANUFACTURING COOPERATIVE AS THEY ARE THE OFFICIAL OMNIA CONTRACT HOLDER OF THIS UNTITLED UNIT AND WOULD BE THE ENTITY THAT WOULD LEGALLY PASS TITLE TO THE CITY OF MIDLAND.**



www.kinlochequip.com

Ph. 713-473-6213 Fax: 713-473-7858

By: Jered Sellers Ph: 806-787-2002

Email: jered.sellers@kinlochequip.com

STPH 4.0 Proposal For City of Midland

3320 Pasadena Blvd, Pasadena, TX 77503



PROPOSAL

Stepp Asphalt Patch Truck

11/19/2024

Each Base Unit Includes: Diesel Burner, Automatic Temperature Controls, Hydraulic Auger, Oil Jacket, PTO and Hydraulic Pump

	PRICE	Qty	Extended
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HEAT OPTIONS

Electric Overnight Heat 220V 6000W	\$8,096.00	1	\$8,096.00
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CHASSIS

2024 Kenworth T280	\$126,672.00	1	\$126,672.00
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PAINT

Black	\$0.00	1	\$0.00
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LABOR

Labor for Offered Upgrades	\$2,000.00	1	\$2,000.00
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FREIGHT

Freight from North Branch, MN to Midland, TX	\$ 3.50	1250	\$4,375.00
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SUBTOTAL	\$265,035.00
8.25% SALES TAX	
TOTAL PRICE F.O.B. MIDLAND, TX	\$265,035.00

**PROPOSAL NOTES:**

1. Unit offered is a KESI stock unit. Pricing is firm until sold. Unit is offered on a first come, first served basis.
2. Payment terms are net due upon delivery.
3. OMNIA Contract 05-77
4. **THIS PROPOSAL IS FOR BUDGETARY PURPOSES ONLY. ANY ORDER INTENDED TO BE GENERATED AS A RESULT OF THIS PROPOSAL WOULD BE MADE IN FAVOR OF STEPP MANUFACTURING COOPERATIVE AS THEY ARE THE OFFICIAL OMNIA CONTRACT HOLDER OF THIS UNTITLED UNIT AND WOULD BE THE ENTITY THAT WOULD LEGALLY PASS TITLE TO THE CITY OF MIDLAND.**



City Council Meeting

Item Number: 12
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF THIRTY (30) UPFITTED CHEVROLET TAHOES AND ONE (1) CHEVROLET TAHOE UPFITTED FOR K9 USE FROM SEWELL FAMILY OF COMPANIES, INC., THROUGH BUYBOARD AT A TOTAL COST OF \$2,628,858.00 (DISTRICT: NONE) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Resolution approving the purchase of thirty (30) Patrol Tahoes with upfitting and a K9 Tahoe from Sewell Family of Companies Inc. through Buyboard contract #724-23 for a cost of \$2,628,858.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Garage Fund operating budget.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Garage Division is recommending the purchase of thirty (30) Patrol Tahoes with upfitting and a K9 Tahoe from Sewell Family of Companies Inc. through Buyboard contract #724-23. We are members of the Buyboard Program 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. This will be a replacement to the fleet. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution authorizing the purchase of thirty (30) Patrol Tahoes with upfitting and a K9 Tahoe from Sewell Family of Companies Inc. of Odessa, Texas through Buyboard contract #724-23 for a cost of \$2,628,858.00.



City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buyboard Contract #724-23 for 30 Police Tahoe's and 1 K9 Tahoe

DATE: 11/22/2024

Fleet Services is requesting the purchase of thirty (30) Police Patrol Tahoe's and one (1) K9 Tahoe. These thirty (31) units will be replacements for units that have gone beyond their useful service life. Budgeted amount for FY2025 thirty (30) Police Package Tahoe's and one (1) Police Package K9 Tahoe is \$3,348,000. The purchasing amount of \$2,628,858 is being offered through Buyboard Contract #724-23 for thirty (30) Police Package Tahoe's, and one (1) Police Package K9 Tahoe from Sewell Family of Companies.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF
THIRTY (30) UPFITTED CHEVROLET TAHOES AND
ONE (1) CHEVROLET TAHOE UPFITTED FOR K9 USE
FROM SEWELL FAMILY OF COMPANIES, INC.,
THROUGH BUYBOARD AT A TOTAL COST OF
\$2,628,858.00**

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, Sewell Family of Companies, Inc., has submitted a total proposed cost to the City of \$2,628,858.00 for the purchase of thirty (30) upfitted Chevrolet Tahoes and one (1) Chevrolet Tahoe upfitted for K9 use through Buyboard, as shown on the quotes that are collectively attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Sewell Family of Companies, Inc., through Buyboard for the purchase and upfitting of said vehicles to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to provide for the purchase and upfitting of said vehicles from Sewell Family of Companies, Inc., 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 provide for the purchase thirty (30) upfitted Chevrolet Tahoes and one (1) Chevrolet Tahoe upfitted for K9 use from Sewell Family of Companies, Inc., through Buyboard at a total cost of \$2,628,858.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay \$2,628,858.00 to Sewell Family of Companies, Inc., for the purchase and upfitting of said vehicles from funds available in the Garage Fund operating budget upon receipt of proper

invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, 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:

John Ohnemiller, City Attorney

Req# 25002203

SEWELL

FAMILY OF COMPANIES

SEWELL CHEVROLET		QUOTE #:	2400432BH
COOP:	BUYBOARD 724-23	DATE:	22-Nov
PRODUCT DESCRIPTION:	2025 CHEVY TAHOE 2WD PPV	SALES PERSON:	BILLY HUGHES
END USER:	CITY OF MIDLAND	EMAIL:	billy.hughes@teamsewell.com
BUILD:	PATROL	CONTACT:	LIZ THORNTON
		PHONE #:	
		EMAIL:	

BID SERIES:			BASE PRICE: \$ 53,060.00		
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
CC10706	25 TAHOE 4WD PPV	INCL.		INFOTAINMENT SYSTEM	INCL.
	5.3L ECOTEC 3 V8 ENGINE	INCL.		POWER WINDOWS/SEATS/MIRROR	INCL.
9C1	POLICE PACKAGE VEHICLE	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
6N5	REAR WINDOW SWITCH INACTIVE	INCL.		REMOTE START AND KEYLESS ENTR	INCL.
6N6	DOOR LOCKS & HANDLES INOP	INCL.		SPOTLIGHT DRIVER SIDE	INCL.
RC1	SKID PLATES	INCL.			
V76	RECOVERY HOOKS	INCL.			

EXTERIOR COLOR:	BLACK
INTERIOR COLOR:	JET BLACK

ADDITIONAL ITEMS:	FLEET ORDER
EQUIPMENT VENDOR:	PRO-FIT OUTFITTERS 500235 w tint
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	30
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	31,491.00
\$	-
INCLUDED	
	0
\$	84,551.00
\$	2,536,530.00
\$	400
\$	2,536,930.00



ProFit Outfitters
22424 FM 159
Navasota TX 77868
United States

City of Midland, Liz Thornton
300 North Loraine Street
Midland TX 79701
United States

Quotation # S00235

Quotation Date:
10/07/2024

Expiration:
01/31/2025

Salesperson:
Bary Bedford

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
30 2025 PAROL TAHOE BLACK				
Subtotal				\$ 0.00
CONSOLE				
PP-2021-TAH-SFF	30.00 Units	787.00	No Sales	\$ 23,610.00
2021-2024 Chevy Tahoe SHORTY center console with Flip Forward arm rest.			Tax (Sales)	
[FP-MXTL2500] 3" XTL2500/5000/APX6500 remote 05/07	30.00 Units	36.00	No Sales	\$ 1,080.00
			Tax (Sales)	
[FP-EQ2B-RJ] 4" Siren Rumbler. ** MINIMUM ORDER OF (5) IS REQUIRED.**	30.00 Units	36.00	No Sales	\$ 1,080.00
			Tax (Sales)	
MMSU-1	60.00 Units	38.00	No Sales	\$ 2,280.00
			Tax (Sales)	
[CM-SDMT-SA-LED] Console side ht. adj. mount w/swing arm for docking station	30.00 Units	312.00	No Sales	\$ 9,360.00
			Tax (Sales)	
Subtotal				\$ 37,410.00
ELECTRONICS				
CG-X	30.00 Units	101.00	No Sales	\$ 3,030.00
CHARGE GUARD			Tax (Sales)	
BOCNS2GHRK	30.00 Units	21.00	No Sales	\$ 630.00
			Tax (Sales)	
HKN6168B	30.00 Units	87.00	No Sales	\$ 2,610.00
REMOTE HEAD CABLE			Tax (Sales)	

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United States

HY0061 WIZACE 10FT SMA FMEALE TO MALE CABLE	30.00 Units	26.00	No Sales Tax (Sales)	\$ 780.00
Subtotal				\$ 7,050.00
EMERGENCY LIGHTING				
VALR51J-P1BL	30.00 Units	2,717.00	No Sales Tax (Sales)	\$ 81,510.00
HKB-TAH21-HP TAHOE HOOK KIT	30.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
PF200S17B PATHFINDER	30.00 Units	1,177.00	No Sales Tax (Sales)	\$ 35,310.00
ES100C SPEAKER 100W	30.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
DFC-SB-ES100C	30.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
RBKIT2-COMPACT RUMBLER COMPACT KIT	30.00 Units	456.00	No Sales Tax (Sales)	\$ 13,680.00
RBC2-TAH21ND RUMBLER BRAKET 21+ TAHOE	30.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
OBD CABLE20-GMCAN PBD CABLE	30.00 Units	130.00	No Sales Tax (Sales)	\$ 3,900.00
PFSYNC-1 SYNC MODULE	30.00 Units	234.00	No Sales Tax (Sales)	\$ 7,020.00
PFSPLTR-4 1 TO 4 SPLITTER	30.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
EXPMOD24 EXPANSION MODULE	90.00 Units	227.00	No Sales Tax (Sales)	\$ 20,430.00
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	60.00 Units	117.00	No Sales Tax (Sales)	\$ 7,020.00
MOUNT IN PB LIGHT CHANNEL				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	60.00 Units	117.00	No Sales Tax (Sales)	\$ 7,020.00
1 EACH SIDE OF PB USING WEDGE				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	180.00 Units	117.00	No Sales Tax (Sales)	\$ 21,060.00

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United States

3 EACH RUNNING BOARD USING WEDGE				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	60.00 Units	117.00	No Sales Tax (Sales)	\$ 7,020.00
DS AND PS CARGO SIDE WINDOWS LOW USING L BRACKETS				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	180.00 Units	117.00	No Sales Tax (Sales)	\$ 21,060.00
FOR SPOILER BRACKET				
416300X-RW	120.00 Units	67.00	No Sales Tax (Sales)	\$ 8,040.00
416300X-BW	120.00 Units	67.00	No Sales Tax (Sales)	\$ 8,040.00
416300-RB DUO 1" FLUSH MOUNT RED/BLUE	60.00 Units	67.00	No Sales Tax (Sales)	\$ 4,020.00
416302 GROMMET KIT	30.00 Units	14.00	No Sales Tax (Sales)	\$ 420.00
ICSPL13-AW	30.00 Units	156.00	No Sales Tax (Sales)	\$ 4,680.00
MOUNTED CENTER BAR OF PB				
MPSM6-TA21RS TAHOE SPOILER BRACKET	30.00 Units	149.00	No Sales Tax (Sales)	\$ 4,470.00
MPSM6U-FPIU20SMW MICROPULSE WEDGE KIT	120.00 Units	11.00	No Sales Tax (Sales)	\$ 1,320.00
MPSM6-LB MICROPULSE L BRACKET	60.00 Units	11.00	No Sales Tax (Sales)	\$ 660.00
Subtotal				\$ 256,680.00
EXTERIOR				
DFC-PB-TAH21	30.00 Units	590.00	No Sales Tax (Sales)	\$ 17,700.00
DFC-LG-TAH21	30.00 Units	561.00	No Sales Tax (Sales)	\$ 16,830.00
DFC-UG-TAH21	30.00 Units	374.00	No Sales Tax (Sales)	\$ 11,220.00
DFC-WC-TAH21	30.00 Units	39.00	No Sales Tax (Sales)	\$ 1,170.00

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December 17, 2024



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United States

DFC-TC2L-1	30.00 Units	31.00	No Sales Tax (Sales)	\$ 930.00
Subtotal				\$ 47,850.00
PRISONER TRANSPORT				
475-1657 Chevy Tahoe (2021+) Space Creator Vehicle Partition Featuring Bidirectional Recessed Housing (HS/HV Window Option)	30.00 Units	839.00	No Sales Tax (Sales)	\$ 25,170.00
475-1674 High Security Extension Panel for Chevy Tahoe (2021+) VP9 Space Creator Vehicle Partition - Two Piece Steel HSEP	30.00 Units	121.00	No Sales Tax (Sales)	\$ 3,630.00
475-1743 Replacement Bio-Seat System for Chevy Tahoe (2021+)	30.00 Units	1,130.00	No Sales Tax (Sales)	\$ 33,900.00
475-1764 Chevy Tahoe (2021+) Secure-Grid Window Armor & Door Panel Package	30.00 Units	475.00	No Sales Tax (Sales)	\$ 14,250.00
475-2010 Gun Rack - Dual Weapon, Partition Mounted, Vertical (GR9-ZRT-AR BLM/870)	30.00 Units	488.00	No Sales Tax (Sales)	\$ 14,640.00
Subtotal				\$ 91,590.00
STORAGE				
C-CHTAHM2-21N-TR-PPZC11649E Tahoe Custom C11649E Custom TruckVault	30.00 Units	3,918.00	No Sales Tax (Sales)	\$ 117,540.00
Subtotal				\$ 117,540.00
CUSTOMER SUPPLIED PARTS				
MOTOROLA APX 6500, ANTENNA X6, HAVIS DOCK, CRADLEPOINT, COAX.				
Subtotal				\$ 0.00
GRAPHICS				
TINT - 2 2 FRONT WINDOWS AND EYEBROW	1.00 Units	300.00	No Sales Tax (Sales)	\$ 300.00
GRAPHICS	30.00 Units	827.00	No Sales Tax (Sales)	\$ 24,810.00
Subtotal				\$ 25,110.00
LABOR, SHIPPING, SHOP SUPPLIES				

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LABOR			No Sales	\$ 253,500.00
			Tax (Sales)	
SHIPPING	30.00 Units	1,500.00	No Sales	\$ 45,000.00
			Tax (Sales)	
SHOP SUPPLIES	30.00 Units	285.00	No Sales	\$ 8,550.00
			Tax (Sales)	
WIRING HARNESS	30.00 Units	385.00	No Sales	\$ 11,550.00
			Tax (Sales)	
PROGRAMING FEE	30.00 Units	250.00	No Sales	\$ 7,500.00
			Tax (Sales)	
DISPOSAL	30.00 Units	100.00	No Sales	\$ 3,000.00
			Tax (Sales)	
INSPECT	30.00 Units	200.00	No Sales	\$ 6,000.00
			Tax (Sales)	
DEALER PREP	30.00 Units	150.00	No Sales	\$ 4,500.00
DEALER PREP			Tax (Sales)	
DELIVERY	30.00 Units	730.00	No Sales	\$ 21,900.00
			Tax (Sales)	
65.00				
Subtotal				\$ 361,500.00

Untaxed Amount	\$ 944,730.00
Tax	\$ 0.00
Total	\$ 944,730.00

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12.12

December 17, 2024

Req # 2002205

SEWELL

FAMILY OF COMPANIES

SEWELL CHEVROLET		QUOTE #:	2400433BH
COOP:	BUYBOARD 724-23	DATE:	22-Nov
PRODUCT DESCRIPTION:	2025 CHEVY TAHOE 2WD PPV	SALES PERSON:	BILLY HUGHES
END USER:	CITY OF MIDLAND	EMAIL:	billy.hughes@teamsewell.com
BUILD:	K9	CONTACT:	LIZ THORNTON
		PHONE #:	
		EMAIL:	

BID SERIES:			BASE PRICE: \$ 53,060.00		
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
CC10706	25 TAHOE 4WD PPV	INCL.		INFOTAINMENT SYSTEM	INCL.
	5.3L ECOTEC 3 V8 ENGINE	INCL.		POWER WINDOWS/SEATS/MIRROR	INCL.
9C1	POLICE PACKAGE VEHICLE	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
6N5	REAR WINDOW SWITCH INACTIVE	INCL.		REMOTE START AND KEYLESS ENTR	INCL.
6N6	DOOR LOCKS & HANDLES INOP	INCL.		SPOTLIGHT DRIVER SIDE	INCL.
RC1	SKID PLATES	INCL.			
V76	RECOVERY HOOKS	INCL.			

EXTERIOR COLOR:	BLACK
INTERIOR COLOR:	JET BLACK

ADDITIONAL ITEMS:	FLEET ORDER
EQUIPMENT VENDOR:	PRO-FIT OUTFITTERS S0023 w tint
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	1
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	38,468.00
\$	-
INCLUDED	
	0
\$	91,528.00
\$	91,528.00
\$	400
\$	91,928.00



ProFit Outfitters
22424 FM 159
Navasota TX 77868
United States

City of Midland, Liz Thornton
300 North Loraine Street
Midland TX 79701
United States

Quotation # S00236

Quotation Date:
10/07/2024

Expiration:
01/31/2025

Salesperson:
Bary Bedford

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
2025 K9 TAHOE BLACK				
Subtotal				\$ 0.00
CONSOLE				
PP-2021-TAH-SFF 2021-2024 Chevy Tahoe SHORTY center console with Flip Forward arm rest.	1.00 Units	787.00	No Sales Tax (Sales)	\$ 787.00
[FP-MXTL2500] 3" XTL2500/5000/APX6500 remote 05/07	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
[FP-EQ2B-RJ] 4" Siren Rumbler. ** MINIMUM ORDER OF (5) IS REQUIRED.**	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
MMSU-1	2.00 Units	38.00	No Sales Tax (Sales)	\$ 76.00
[CM-SDMT-SA-LED] Console side ht. adj. mount w/swing arm for docking station	1.00 Units	312.00	No Sales Tax (Sales)	\$ 312.00
Subtotal				\$ 1,175.00
ELECTRONICS				
CG-X CHARGE GUARD	1.00 Units	101.00	No Sales Tax (Sales)	\$ 101.00
BOCNS2GHRK	1.00 Units	21.00	No Sales Tax (Sales)	\$ 21.00

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HKN6168B REMOTE HEAD CABLE	1.00 Units	87.00	No Sales Tax (Sales)	\$ 87.00
HY0061 WIZACE 10FT SMA FMEALE TO MALE CABLE	1.00 Units	26.00	No Sales Tax (Sales)	\$ 26.00
Subtotal				\$ 235.00
EMERGENCY LIGHTING				
VALR51J-P1BL	1.00 Units	2,717.00	No Sales Tax (Sales)	\$ 2,717.00
HKB-TAH21-HP TAHOE HOOK KIT	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
PF200S17B PATHFINDER	1.00 Units	1,177.00	No Sales Tax (Sales)	\$ 1,177.00
ES100C SPEAKER 100W	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
DFC-SB-ES100C	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
RBKIT2-COMPACT RUMBLER COMPACT KIT	1.00 Units	456.00	No Sales Tax (Sales)	\$ 456.00
RBC2-TAH21ND RUMBLER BRAKET 21+ TAHOE	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
OBD CABLE20-GMCAN PBD CABLE	1.00 Units	130.00	No Sales Tax (Sales)	\$ 130.00
PFSYNC-1 SYNC MODULE	1.00 Units	207.00	No Sales Tax (Sales)	\$ 207.00
PFSPLTR-4 1 TO 4 SPLITTER	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
EXPMOD24 EXPANSION MODULE	3.00 Units	227.00	No Sales Tax (Sales)	\$ 681.00
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	2.00 Units	117.00	No Sales Tax (Sales)	\$ 234.00
MOUNT IN PB LIGHT CHANNEL				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	2.00 Units	117.00	No Sales Tax (Sales)	\$ 234.00
1 EACH SIDE OF PB USING WEDGE				

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12.15

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22424 FM 159
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United States

MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	6.00 Units	117.00	No Sales Tax (Sales)	\$ 702.00
3 EACH RUNNING BOARD USING WEDGE				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	2.00 Units	117.00	No Sales Tax (Sales)	\$ 234.00
DS AND PS CARGO SIDE WINDOWS LOW USING L BRACKETS				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	6.00 Units	117.00	No Sales Tax (Sales)	\$ 702.00
FOR SPOILER BRACKET				
416300X-RW	4.00 Units	67.00	No Sales Tax (Sales)	\$ 268.00
416300X-BW	4.00 Units	67.00	No Sales Tax (Sales)	\$ 268.00
416300-RB DUO 1" FLUSH MOUNT RED/BLUE	2.00 Units	67.00	No Sales Tax (Sales)	\$ 134.00
416302 GROMMET KIT	1.00 Units	14.00	No Sales Tax (Sales)	\$ 14.00
ICSPL13-AW	1.00 Units	156.00	No Sales Tax (Sales)	\$ 156.00
MOUNTED CENTER BAR OF PB				
MPSM6-TA21RS TAHOE SPOILER BRACKET	1.00 Units	149.00	No Sales Tax (Sales)	\$ 149.00
MPSM6U-FPIU20SMW MICROPULSE WEDGE KIT	4.00 Units	11.00	No Sales Tax (Sales)	\$ 44.00
MPSM6-LB MICROPULSE L BRACKET	2.00 Units	11.00	No Sales Tax (Sales)	\$ 22.00
Subtotal				\$ 8,529.00
EXTERIOR				
DFC-PB-TAH21	1.00 Units	590.00	No Sales Tax (Sales)	\$ 590.00
DFC-LG-TAH21	1.00 Units	561.00	No Sales Tax (Sales)	\$ 561.00
DFC-UG-TAH21	1.00 Units	374.00	No Sales Tax (Sales)	\$ 374.00

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December 17, 2024



ProFit Outfitters
22424 FM 159
Navasota TX 77868

United States

DFC-WC-TAH21	1.00 Units	39.00	No Sales Tax (Sales)	\$ 39.00
DFC-TC2L-1	1.00 Units	31.00	No Sales Tax (Sales)	\$ 31.00
Subtotal				\$ 1,595.00
K9				
HS-K9-C26-PT-B Havis Std K9 PRISONER Transport System Black	1.00 Units	5,443.00	No Sales Tax (Sales)	\$ 5,443.00
HS-K9-A-336 Havis Remote Pager Kit for Hot-N-Pop	1.00 Units	765.00	No Sales Tax (Sales)	\$ 765.00
HS-K9-A-104 Havis K9 Transport & Window Guard Option	1.00 Units	594.00	No Sales Tax (Sales)	\$ 594.00
HS-K9-A-201 Havis K9 Transport Hot-N-Pop Unit	1.00 Units	2,844.00	No Sales Tax (Sales)	\$ 2,844.00
HS-K9-A-306 Havis K9 Transport Engine Stall Option	1.00 Units	259.00	No Sales Tax (Sales)	\$ 259.00
Subtotal				\$ 9,905.00
STORAGE				
Z-CUSTOM-MIDLAND TRUCK VAULT CUSTOM K9 CARGO BOX FOR MIDLAND PD	1.00 Units	3,683.00	No Sales Tax (Sales)	\$ 3,683.00
Subtotal				\$ 3,683.00
CUSTOMER SUPPLIED PARTS				
MOTOROLA APX 6500, ANTENNA X6, HAVIS DOCK, CRADLEPOINT, COAX. Axon Fleet3				
Subtotal				\$ 0.00
GRAPHICS				
TINT - 2 2 FRONT WINDOWS AND EYEBROW	1.00 Units	300.00	No Sales Tax (Sales)	\$ 300.00
GRAPHICS	1.00 Units	827.00	No Sales Tax (Sales)	\$ 827.00
Subtotal				\$ 1,127.00
LABOR, SHIPPING, SHOP SUPPLIES				
LABOR			No Sales Tax (Sales)	\$ 8,619.00

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December 17, 2024



ProFit Outfitters
22424 FM 159
Navasota TX 77868

					United States
SHIPPING	1.00 Units	1,500.00	No Sales Tax (Sales)	\$ 1,500.00	
SHOP SUPPLIES	1.00 Units	285.00	No Sales Tax (Sales)	\$ 285.00	
WIRING HARNESS	1.00 Units	385.00	No Sales Tax (Sales)	\$ 385.00	
PROGRAMING FEE	1.00 Units	250.00	No Sales Tax (Sales)	\$ 250.00	
DISPOSAL	1.00 Units	100.00	No Sales Tax (Sales)	\$ 100.00	
INSPECT	1.00 Units	200.00	No Sales Tax (Sales)	\$ 200.00	
DEALER PREP	1.00 Units	150.00	No Sales Tax (Sales)	\$ 150.00	
DEALER PREP					
DELIVERY	1.00 Units	730.00	No Sales Tax (Sales)	\$ 730.00	
66.30					
				Subtotal	\$ 12,219.00

Untaxed Amount		\$ 38,468.00
Tax		\$ 0.00
Total		\$ 38,468.00

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December 17, 2024

Req # 2002205

SEWELL

FAMILY OF COMPANIES

SEWELL CHEVROLET		QUOTE #:	2400433BH
COOP:	BUYBOARD 724-23	DATE:	22-Nov
PRODUCT DESCRIPTION:	2025 CHEVY TAHOE 2WD PPV	SALES PERSON:	BILLY HUGHES
END USER:	CITY OF MIDLAND	EMAIL:	billy.hughes@teamsewell.com
BUILD:	K9	CONTACT:	LIZ THORNTON
		PHONE #:	
		EMAIL:	

BID SERIES:			BASE PRICE: \$ 53,060.00		
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
CC10706	25 TAHOE 4WD PPV	INCL.		INFOTAINMENT SYSTEM	INCL.
	5.3L ECOTEC 3 V8 ENGINE	INCL.		POWER WINDOWS/SEATS/MIRROR	INCL.
9C1	POLICE PACKAGE VEHICLE	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
6N5	REAR WINDOW SWITCH INACTIVE	INCL.		REMOTE START AND KEYLESS ENTR	INCL.
6N6	DOOR LOCKS & HANDLES INOP	INCL.		SPOTLIGHT DRIVER SIDE	INCL.
RC1	SKID PLATES	INCL.			
V76	RECOVERY HOOKS	INCL.			

EXTERIOR COLOR:	BLACK
INTERIOR COLOR:	JET BLACK

ADDITIONAL ITEMS:	FLEET ORDER
EQUIPMENT VENDOR:	PRO-FIT OUTFITTERS S0023 w tint
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	1
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	38,468.00
\$	-
INCLUDED	
	0
\$	91,528.00
\$	91,528.00
\$	400
\$	91,928.00



ProFit Outfitters
22424 FM 159
Navasota TX 77868
United States

City of Midland, Liz Thornton
300 North Loraine Street
Midland TX 79701
United States

Quotation # S00236

Quotation Date:
10/07/2024

Expiration:
01/31/2025

Salesperson:
Bary Bedford

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
2025 K9 TAHOE BLACK				
Subtotal				\$ 0.00
CONSOLE				
PP-2021-TAH-SFF 2021-2024 Chevy Tahoe SHORTY center console with Flip Forward arm rest.	1.00 Units	787.00	No Sales Tax (Sales)	\$ 787.00
[FP-MXTL2500] 3" XTL2500/5000/APX6500 remote 05/07	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
[FP-EQ2B-RJ] 4" Siren Rumbler. ** MINIMUM ORDER OF (5) IS REQUIRED.**	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
MMSU-1	2.00 Units	38.00	No Sales Tax (Sales)	\$ 76.00
[CM-SDMT-SA-LED] Console side ht. adj. mount w/swing arm for docking station	1.00 Units	312.00	No Sales Tax (Sales)	\$ 312.00
Subtotal				\$ 1,175.00
ELECTRONICS				
CG-X CHARGE GUARD	1.00 Units	101.00	No Sales Tax (Sales)	\$ 101.00
BOCNS2GHRK	1.00 Units	21.00	No Sales Tax (Sales)	\$ 21.00

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United States

HKN6168B REMOTE HEAD CABLE	1.00 Units	87.00	No Sales Tax (Sales)	\$ 87.00
HY0061 WIZACE 10FT SMA FMEALE TO MALE CABLE	1.00 Units	26.00	No Sales Tax (Sales)	\$ 26.00
Subtotal				\$ 235.00
EMERGENCY LIGHTING				
VALR51J-P1BL	1.00 Units	2,717.00	No Sales Tax (Sales)	\$ 2,717.00
HKB-TAH21-HP TAHOE HOOK KIT	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
PF200S17B PATHFINDER	1.00 Units	1,177.00	No Sales Tax (Sales)	\$ 1,177.00
ES100C SPEAKER 100W	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
DFC-SB-ES100C	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
RBKIT2-COMPACT RUMBLER COMPACT KIT	1.00 Units	456.00	No Sales Tax (Sales)	\$ 456.00
RBC2-TAH21ND RUMBLER BRAKET 21+ TAHOE	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
OBD CABLE20-GMCAN PBD CABLE	1.00 Units	130.00	No Sales Tax (Sales)	\$ 130.00
PFSYNC-1 SYNC MODULE	1.00 Units	207.00	No Sales Tax (Sales)	\$ 207.00
PFSPLTR-4 1 TO 4 SPLITTER	1.00 Units	0.00	No Sales Tax (Sales)	\$ 0.00
EXPMOD24 EXPANSION MODULE	3.00 Units	227.00	No Sales Tax (Sales)	\$ 681.00
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	2.00 Units	117.00	No Sales Tax (Sales)	\$ 234.00
MOUNT IN PB LIGHT CHANNEL				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	2.00 Units	117.00	No Sales Tax (Sales)	\$ 234.00
1 EACH SIDE OF PB USING WEDGE				

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MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	6.00 Units	117.00	No Sales Tax (Sales)	\$ 702.00
3 EACH RUNNING BOARD USING WEDGE				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	2.00 Units	117.00	No Sales Tax (Sales)	\$ 234.00
DS AND PS CARGO SIDE WINDOWS LOW USING L BRACKETS				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	6.00 Units	117.00	No Sales Tax (Sales)	\$ 702.00
FOR SPOILER BRACKET				
416300X-RW	4.00 Units	67.00	No Sales Tax (Sales)	\$ 268.00
416300X-BW	4.00 Units	67.00	No Sales Tax (Sales)	\$ 268.00
416300-RB DUO 1" FLUSH MOUNT RED/BLUE	2.00 Units	67.00	No Sales Tax (Sales)	\$ 134.00
416302 GROMMET KIT	1.00 Units	14.00	No Sales Tax (Sales)	\$ 14.00
ICSPL13-AW	1.00 Units	156.00	No Sales Tax (Sales)	\$ 156.00
MOUNTED CENTER BAR OF PB				
MPSM6-TA21RS TAHOE SPOILER BRACKET	1.00 Units	149.00	No Sales Tax (Sales)	\$ 149.00
MPSM6U-FPIU20SMW MICROPULSE WEDGE KIT	4.00 Units	11.00	No Sales Tax (Sales)	\$ 44.00
MPSM6-LB MICROPULSE L BRACKET	2.00 Units	11.00	No Sales Tax (Sales)	\$ 22.00
Subtotal				\$ 8,529.00
EXTERIOR				
DFC-PB-TAH21	1.00 Units	590.00	No Sales Tax (Sales)	\$ 590.00
DFC-LG-TAH21	1.00 Units	561.00	No Sales Tax (Sales)	\$ 561.00
DFC-UG-TAH21	1.00 Units	374.00	No Sales Tax (Sales)	\$ 374.00

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ProFit Outfitters
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Navasota TX 77868

United States

DFC-WC-TAH21	1.00 Units	39.00	No Sales Tax (Sales)	\$ 39.00
DFC-TC2L-1	1.00 Units	31.00	No Sales Tax (Sales)	\$ 31.00
Subtotal				\$ 1,595.00
K9				
HS-K9-C26-PT-B Havis Std K9 PRISONER Transport System Black	1.00 Units	5,443.00	No Sales Tax (Sales)	\$ 5,443.00
HS-K9-A-336 Havis Remote Pager Kit for Hot-N-Pop	1.00 Units	765.00	No Sales Tax (Sales)	\$ 765.00
HS-K9-A-104 Havis K9 Transport & Window Guard Option	1.00 Units	594.00	No Sales Tax (Sales)	\$ 594.00
HS-K9-A-201 Havis K9 Transport Hot-N-Pop Unit	1.00 Units	2,844.00	No Sales Tax (Sales)	\$ 2,844.00
HS-K9-A-306 Havis K9 Transport Engine Stall Option	1.00 Units	259.00	No Sales Tax (Sales)	\$ 259.00
Subtotal				\$ 9,905.00
STORAGE				
Z-CUSTOM-MIDLAND TRUCK VAULT CUSTOM K9 CARGO BOX FOR MIDLAND PD	1.00 Units	3,683.00	No Sales Tax (Sales)	\$ 3,683.00
Subtotal				\$ 3,683.00
CUSTOMER SUPPLIED PARTS				
MOTOROLA APX 6500, ANTENNA X6, HAVIS DOCK, CRADLEPOINT, COAX. Axon Fleet3				
Subtotal				\$ 0.00
GRAPHICS				
TINT - 2 2 FRONT WINDOWS AND EYEBROW	1.00 Units	300.00	No Sales Tax (Sales)	\$ 300.00
GRAPHICS	1.00 Units	827.00	No Sales Tax (Sales)	\$ 827.00
Subtotal				\$ 1,127.00
LABOR, SHIPPING, SHOP SUPPLIES				
LABOR			No Sales Tax (Sales)	\$ 8,619.00

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ProFit Outfitters
22424 FM 159
Navasota TX 77868

					United States
SHIPPING	1.00 Units	1,500.00	No Sales Tax (Sales)	\$ 1,500.00	
SHOP SUPPLIES	1.00 Units	285.00	No Sales Tax (Sales)	\$ 285.00	
WIRING HARNESS	1.00 Units	385.00	No Sales Tax (Sales)	\$ 385.00	
PROGRAMING FEE	1.00 Units	250.00	No Sales Tax (Sales)	\$ 250.00	
DISPOSAL	1.00 Units	100.00	No Sales Tax (Sales)	\$ 100.00	
INSPECT	1.00 Units	200.00	No Sales Tax (Sales)	\$ 200.00	
DEALER PREP	1.00 Units	150.00	No Sales Tax (Sales)	\$ 150.00	
DEALER PREP					
DELIVERY	1.00 Units	730.00	No Sales Tax (Sales)	\$ 730.00	
66.30					
				Subtotal	\$ 12,219.00

Untaxed Amount	\$ 38,468.00
Tax	\$ 0.00
Total	\$ 38,468.00

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December 17, 2024

REQ# 25002203

SEWELL
FAMILY OF COMPANIES

SEWELL CHEVROLET		QUOTE #: 2400432BH	
COOP:	BUYBOARD 724-23	DATE:	22-Nov
PRODUCT DESCRIPTION:	2025 CHEVY TAHOE 2WD PPV	SALES PERSON:	BILLY HUGHES
END USER:	CITY OF MIDLAND	EMAIL:	billy.hughes@teamsewell.com
BUILD:	PATROL	CONTACT:	LIZ THORNTON
		PHONE #:	
		EMAIL:	

BID SERIES:		BASE PRICE:		\$ 53,060.00	
CODE:	OPTIONS:	BID PRICE:	CODE:	OPTIONS:	BID PRICE
CC10706	25 TAHOE 4WD PPV	INCL.		INFOTAINMENT SYSTEM	INCL.
	5.3L ECOTEC 3 V8 ENGINE	INCL.		POWER WINDOWS/SEATS/MIRROR	INCL.
9C1	POLICE PACKAGE VEHICLE	INCL.		AC/HEAT AND CRUISE CONTROL	INCL.
6N5	REAR WINDOW SWITCH INACTIVE	INCL.		REMOTE START AND KEYLESS ENTR	INCL.
6N6	DOOR LOCKS & HANDLES INOP	INCL.		SPOTLIGHT DRIVER SIDE	INCL.
RC1	SKID PLATES	INCL.			
V76	RECOVERY HOOKS	INCL.			

EXTERIOR COLOR:	BLACK
INTERIOR COLOR:	JET BLACK

ADDITIONAL ITEMS:	FLEET ORDER
EQUIPMENT VENDOR:	PRO-FIT OUTFITTERS S00235 w tint
EQUIPMENT VENDOR:	
REGISTRATION, INSPECTION, PAPERWORK, POSTAGE COST:	
DELIVERY COST \$1.75 PER MILE	0 MILES
SUB TOTAL:	
QUANTITY:	30
CO OP FEE:	BUYBOARD. 724-23
TOTAL:	

\$	-
\$	31,491.00
\$	-
INCLUDED	
	0
\$	84,551.00
\$	2,536,530.00
\$	400
\$	2,536,930.00



ProFit Outfitters
22424 FM 159
Navasota TX 77868
United States

City of Midland, Liz Thornton
300 North Loraine Street
Midland TX 79701
United States

Quotation # S00235

Quotation Date:
10/07/2024

Expiration:
01/31/2025

Salesperson:
Bary Bedford

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
30 2025 PAROL TAHOE BLACK				
Subtotal				\$ 0.00
CONSOLE				
PP-2021-TAH-SFF	30.00 Units	787.00	No Sales	\$ 23,610.00
2021-2024 Chevy Tahoe SHORTY center console with Flip Forward arm rest.			Tax (Sales)	
[FP-MXTL2500] 3" XTL2500/5000/APX6500 remote 05/07	30.00 Units	36.00	No Sales	\$ 1,080.00
			Tax (Sales)	
[FP-EQ2B-RJ] 4" Siren Rumbler. ** MINIMUM ORDER OF (5) IS REQUIRED.**	30.00 Units	36.00	No Sales	\$ 1,080.00
			Tax (Sales)	
MMSU-1	60.00 Units	38.00	No Sales	\$ 2,280.00
			Tax (Sales)	
[CM-SDMT-SA-LED] Console side ht. adj. mount w/swing arm for docking station	30.00 Units	312.00	No Sales	\$ 9,360.00
			Tax (Sales)	
Subtotal				\$ 37,410.00
ELECTRONICS				
CG-X	30.00 Units	101.00	No Sales	\$ 3,030.00
CHARGE GUARD			Tax (Sales)	
BOCNS2GHRK	30.00 Units	21.00	No Sales	\$ 630.00
			Tax (Sales)	
HKN6168B	30.00 Units	87.00	No Sales	\$ 2,610.00
REMOTE HEAD CABLE			Tax (Sales)	

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Navasota TX 77868

HY0061	30.00 Units	26.00	No Sales	United States
WIZACE 10FT SMA FMEALE TO MALE CABLE			Tax (Sales)	\$ 780.00
Subtotal				\$ 7,050.00
EMERGENCY LIGHTING				
VALR51J-P1BL	30.00 Units	2,717.00	No Sales	\$ 81,510.00
			Tax (Sales)	
HKB-TAH21-HP	30.00 Units	0.00	No Sales	\$ 0.00
TAHOE HOOK KIT			Tax (Sales)	
PF200S17B	30.00 Units	1,177.00	No Sales	\$ 35,310.00
PATHFINDER			Tax (Sales)	
ES100C	30.00 Units	0.00	No Sales	\$ 0.00
SPEAKER 100W			Tax (Sales)	
DFC-SB-ES100C	30.00 Units	0.00	No Sales	\$ 0.00
			Tax (Sales)	
RBKIT2-COMPACT	30.00 Units	456.00	No Sales	\$ 13,680.00
RUMBLER COMPACT KIT			Tax (Sales)	
RBC2-TAH21ND	30.00 Units	0.00	No Sales	\$ 0.00
RUMBLER BRAKET 21+ TAHOE			Tax (Sales)	
OBD CABLE20-GMCAN	30.00 Units	130.00	No Sales	\$ 3,900.00
PBD CABLE			Tax (Sales)	
PFSYNC-1	30.00 Units	234.00	No Sales	\$ 7,020.00
SYNC MODULE			Tax (Sales)	
PFSPLTR-4	30.00 Units	0.00	No Sales	\$ 0.00
1 TO 4 SPLITTER			Tax (Sales)	
EXPMOD24	90.00 Units	227.00	No Sales	\$ 20,430.00
EXPANSION MODULE			Tax (Sales)	
MPS63U-RBW	60.00 Units	117.00	No Sales	\$ 7,020.00
TRIO MICROPULSE RED/BLUE/WHITE			Tax (Sales)	
MOUNT IN PB LIGHT CHANNEL				
MPS63U-RBW	60.00 Units	117.00	No Sales	\$ 7,020.00
TRIO MICROPULSE RED/BLUE/WHITE			Tax (Sales)	
1 EACH SIDE OF PB USING WEDGE				
MPS63U-RBW	180.00	117.00	No Sales	\$ 21,060.00
TRIO MICROPULSE RED/BLUE/WHITE	Units		Tax (Sales)	

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United States

3 EACH RUNNING BOARD USING WEDGE				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	60.00 Units	117.00	No Sales Tax (Sales)	\$ 7,020.00
DS AND PS CARGO SIDE WINDOWS LOW USING L BRACKETS				
MPS63U-RBW TRIO MICROPULSE RED/BLUE/WHITE	180.00 Units	117.00	No Sales Tax (Sales)	\$ 21,060.00
FOR SPOILER BRACKET				
416300X-RW	120.00 Units	67.00	No Sales Tax (Sales)	\$ 8,040.00
416300X-BW	120.00 Units	67.00	No Sales Tax (Sales)	\$ 8,040.00
416300-RB DUO 1" FLUSH MOUNT RED/BLUE	60.00 Units	67.00	No Sales Tax (Sales)	\$ 4,020.00
416302 GROMMET KIT	30.00 Units	14.00	No Sales Tax (Sales)	\$ 420.00
ICSPL13-AW	30.00 Units	156.00	No Sales Tax (Sales)	\$ 4,680.00
MOUNTED CENTER BAR OF PB				
MPSM6-TA21RS TAHOE SPOILER BRACKET	30.00 Units	149.00	No Sales Tax (Sales)	\$ 4,470.00
MPSM6U-FPIU20SMW MICROPULSE WEDGE KIT	120.00 Units	11.00	No Sales Tax (Sales)	\$ 1,320.00
MPSM6-LB MICROPULSE L BRACKET	60.00 Units	11.00	No Sales Tax (Sales)	\$ 660.00
Subtotal				\$ 256,680.00
EXTERIOR				
DFC-PB-TAH21	30.00 Units	590.00	No Sales Tax (Sales)	\$ 17,700.00
DFC-LG-TAH21	30.00 Units	561.00	No Sales Tax (Sales)	\$ 16,830.00
DFC-UG-TAH21	30.00 Units	374.00	No Sales Tax (Sales)	\$ 11,220.00
DFC-WC-TAH21	30.00 Units	39.00	No Sales Tax (Sales)	\$ 1,170.00

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ProFit Outfitters
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Navasota TX 77868

United States

DFC-TC2L-1	30.00 Units	31.00	No Sales Tax (Sales)	\$ 930.00
Subtotal				\$ 47,850.00
PRISONER TRANSPORT				
475-1657 Chevy Tahoe (2021+) Space Creator Vehicle Partition Featuring Bidirectional Recessed Housing (HS/HV Window Option)	30.00 Units	839.00	No Sales Tax (Sales)	\$ 25,170.00
475-1674 High Security Extension Panel for Chevy Tahoe (2021+) VP9 Space Creator Vehicle Partition - Two Piece Steel HSEP	30.00 Units	121.00	No Sales Tax (Sales)	\$ 3,630.00
475-1743 Replacement Bio-Seat System for Chevy Tahoe (2021+)	30.00 Units	1,130.00	No Sales Tax (Sales)	\$ 33,900.00
475-1764 Chevy Tahoe (2021+) Secure-Grid Window Armor & Door Panel Package	30.00 Units	475.00	No Sales Tax (Sales)	\$ 14,250.00
475-2010 Gun Rack - Dual Weapon, Partition Mounted, Vertical (GR9-ZRT-AR BLM/870)	30.00 Units	488.00	No Sales Tax (Sales)	\$ 14,640.00
Subtotal				\$ 91,590.00
STORAGE				
C-CHTAHM2-21N-TR-PPZC11649E Tahoe Custom C11649E Custom TruckVault	30.00 Units	3,918.00	No Sales Tax (Sales)	\$ 117,540.00
Subtotal				\$ 117,540.00
CUSTOMER SUPPLIED PARTS				
MOTOROLA APX 6500, ANTENNA X6, HAVIS DOCK, CRADLEPOINT, COAX.				
Subtotal				\$ 0.00
GRAPHICS				
TINT - 2 2 FRONT WINDOWS AND EYEBROW	1.00 Units	300.00	No Sales Tax (Sales)	\$ 300.00
GRAPHICS	30.00 Units	827.00	No Sales Tax (Sales)	\$ 24,810.00
Subtotal				\$ 25,110.00
LABOR, SHIPPING, SHOP SUPPLIES				

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LABOR			No Sales	\$ 253,500.00
			Tax (Sales)	
SHIPPING	30.00 Units	1,500.00	No Sales	\$ 45,000.00
			Tax (Sales)	
SHOP SUPPLIES	30.00 Units	285.00	No Sales	\$ 8,550.00
			Tax (Sales)	
WIRING HARNESS	30.00 Units	385.00	No Sales	\$ 11,550.00
			Tax (Sales)	
PROGRAMING FEE	30.00 Units	250.00	No Sales	\$ 7,500.00
			Tax (Sales)	
DISPOSAL	30.00 Units	100.00	No Sales	\$ 3,000.00
			Tax (Sales)	
INSPECT	30.00 Units	200.00	No Sales	\$ 6,000.00
			Tax (Sales)	
DEALER PREP	30.00 Units	150.00	No Sales	\$ 4,500.00
DEALER PREP			Tax (Sales)	
DELIVERY	30.00 Units	730.00	No Sales	\$ 21,900.00
			Tax (Sales)	
65.00				
Subtotal				\$ 361,500.00

Untaxed Amount	\$ 944,730.00
Tax	\$ 0.00
Total	\$ 944,730.00

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12.30

December 17, 2024





City Council Meeting

Item Number: 13
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION RATIFYING THE PURCHASE OF SIX HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS FROM LOWE'S HOME CENTERS, LLC, FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$58,500.00 (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution ratifying for the purchases of six (6) HVAC Units as part of the Department of Energy (Energy Efficiency and Conservation Block Grant EECBG) for the total cost of \$58,500.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the CDBG Energy Efficiency Conservation project.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends ratifying for the purchases of six (6) HVAC Units as part of the Department of Energy (Energy Efficiency and Conservation Block Grant EECBG) for the total cost of \$58,500.00. Please see the attached memo from Isaac Garnett, Community Development

Division Manager, for more information.

Therefore, please consider a resolution ratifying for the purchases of six (6) HVAC Units as part of the Department of Energy (Energy Efficiency and Conservation Block Grant EECBG) for the total cost of \$58,500.00.



City Manager's Office



City of Midland Council Memo

To: Midland City Council

From: Isaac G Garnett, CDBG Manager

Date: 12/02/24

Subject: Ratification for the Purchases of Six (6) HVAC Units as part of the Department of Energy (Energy Efficiency and Conservation Block Grant EECBG) awarded to the City of Midland.

Background:

This memo serves to request ratification for the recent purchases of six (6) HVAC units of which total expenses shall not exceed \$58,500. These purchases are funded through the Department of Energy's Energy Efficiency and Conservation Block Grant (EECBG) awarded to the City of Midland.

Details of the Purchases:

HVAC Units: Six (6) units purchased to enhance energy efficiency HVAC systems for low-moderate income families in Midland. The grant is specifically tailored to support energy conservation and cost savings.

Funding Source:

\$58,500 is available in the 2023-2024 DOE-Energy Efficiency and Conservation Block Grant (700353-005) project for said purposes.

Justification:

The acquisition of the HVAC units and appliances is essential to: Improve Energy Efficiency: Upgrading to modern, energy-efficient units will significantly reduce energy consumption and costs. Support Sustainability Initiatives: These purchases contribute to the City's commitment to

sustainability and responsible resource management. Compliance with Grant Requirements:
Utilizing EECBG funds for these purchases aligns with the objectives outlined in the grant.

Action Requested:

I request the approval and ratification of the expenditures related to these purchases to ensure compliance and accountability in the use of grant funds. Your support in this matter is crucial for the timely implementation of our energy efficiency initiatives.

Conclusion:

Ratifying these purchases is vital to advancing the City of Midland's energy efficiency goals and fulfilling the requirements of the EECBG. Thank you for your attention to this important matter.

RESOLUTION NO. _____

RESOLUTION RATIFYING THE PURCHASE OF SIX HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS FROM LOWE’S HOME CENTERS, LLC, FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$58,500.00

WHEREAS, the high temperatures experienced during summer months put individuals without access to functioning air conditioning at risk of heat related illnesses; and

WHEREAS, through the Energy Efficiency and Conservation Block Grant, the Community Development Division of the Planning and Development Department was able to aid in protecting the health and safety of six at risk households; and

WHEREAS, six heating, ventilation and air conditioning (“HVAC”) systems were purchased from Lowe’s Home Centers, LLC, and installed as shown in the quotes that are attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the City Council finds that the expenditure for said HVAC systems is exempt from competitive bidding requirements because it is a procurement that was necessary to preserve and protect the public health and safety of residents of the City of Midland; and

WHEREAS, the City Council finds it necessary to ratify and approve the procurement of said HVAC systems and the execution of installation contracts from Lowe’s Home Centers, LLC, for an amount not to exceed \$58,500.00 and to authorize payment therefor;

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

SECTION ONE. That the recitals stated above are hereby adopted and approved for all purposes.

SECTION TWO. That the procurement and installation of six HVAC systems for the Energy Efficiency Block Grant from Lowe’s Home Centers, LLC, is hereby ratified and approved.

SECTION THREE. That funds shall be available in the CDBG Energy Efficiency Conservation Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Lowe's Home Centers, LLC, from available funds upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, 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:

John Ohnemiller, City Attorney

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79705-5324

CONTACT:

no@noemail.com
United States (+1) (432) 528-2051

CONTRACTOR:

Fred LaVern Wood
Holman Padgett

NAME: updated_Grant Program)
REFERENCE 1:(Grant Program) REFERENCE
2:35929986

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$10,000.00

STATEMENT OF WORK

Quote is to install Goodman 5.0ton straight cool AC with upflow 80% 100k btu gas furnace and matching evap coil. Includes labor, equipment, installation materials, and permit. Will also include required high voltage electrical wiring to add ground wire for the furnace to bring to code.

TOTAL \$10,000.00

Signature: _____

Date: _____

PACKET

13.8

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79705-6921

CONTACT:

no@noemail.com
United States (+1) (432) 813-4599

CONTRACTOR:

Fred LaVern Wood
Holman Padgett

NAME:

REFERENCE 1: Grant Program) REFERENCE
2: 36159929

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$10,000.00

STATEMENT OF WORK

Good afternoon,

Attached is the quote to replace the existing system with a Goodman 15.2 SEER2 3.5-TON A/C, 80% 80-K BTU GAS FURNACE, and EVAPORATOR COIL SYSTEM. The price for this replacement is **\$10,000.00**, there will be additional work performed to get this system functioning to specifications which is included. The return filter base needs to be upsized to 20" x 25" to support the air flow, the door and door trim will need to be removed / reinstalled to perform the replacement, and modifications to the supply air plenum to support the necessary air flow for the system. All equipment, materials, and associated labor included.

Total Quote: \$10,000.00

Signature: _____

Date: _____

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79705

CONTACT:

no@email.com
United States (+1) (432) 528-2051

CONTRACTOR:

Cocina Solutions LLC
Jose Medina

NAME:

REFERENCE 1:Sold--(Grant Program)

REFERENCE 2:35867068

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$9,750.00

STATEMENT OF WORK

Good morning, Attached is the quote to replace the existing system with a Goodman 15.2 SEER2 4-TON A/C, 80% 100-K BTU GAS FURNACE, and EVAP COIL SYSTEM. The contractor is suggesting a full system replacement due to the age of the equipment. The price for this replacement is **\$9,750.00**. All equipment, materials, and associated labor included. **Total Quote: \$9,750.00**

Signature: _____

Date: _____

PACKET

13.10

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79701-5406

CONTACT:

no@email.com
United States (+1) (432) 853-5934

CONTRACTOR:

Cocina Solutions LLC
Jose Medina

NAME:

REFERENCE 1:Grant Program) REFERENCE
2:36178511

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$9,500.00

STATEMENT OF WORK

Good morning,

Attached is the quote to replace the existing system with a Goodman 15.2 SEER2 3-TON A/C, 80% 80-K BTU GAS FURNACE, and EVAP COIL SYSTEM. The contractor is suggesting a full system replacement due to the age of the equipment. The price for this replacement is **\$9,500.00**. All equipment, materials, and associated labor included.

Total Quote: \$9,500.00

Signature: _____

Date: _____

PACKET

13.11

December 17, 2024

Quote for Replace

	Product	SKU	Cost Per Unit	Qty	Subtotal
	Diagnostic Fee For diagnosing and assessing the status of the system	MHVC-RES-LFEE-V3RDGFE	Bundled	1	Bundled
	Other Charges Transitions	MHVC-RES-SOTH-V2000372	Bundled	1	Bundled
	Other Charges Mileage	MHVC-RES-SOTH-V2000372	Bundled	1	Bundled
	1001SAC80T30B Bronze Bundle - 80% Furnace & AC 3.0 Tonnage - UPFLOW	MHVC-RES-BDAFC-1001SAC80T30B	Bundled	1	Bundled
	Tax Tax	MHVC-RES-STAX-V2000983	Bundled	1	Bundled
	SS2-GEN3 SAFE-T-SWITCH SS2-GEN3	MHVC-RES-PDRN-SS2-GEN3	Bundled	1	Bundled
				Total	\$9,500.00

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

2111 Butternut Ln

Midland TX 79705-7810

CONTACT:

United States (+1) (432) 349-7344

CONTRACTOR:

Cocina Solutions LLC

Jose Medina

NAME:

REFERENCE 1:Sold- (Grant Program)

REFERENCE 2:35867101

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$9,750.00

STATEMENT OF WORK

Good morning, Attached is the quote to replace the existing system with a Goodman 15.2 SEER2 4-TON A/C, 80% 100-K BTU GAS FURNACE, and EVAP COIL SYSTEM. The contractor is suggesting a full system replacement due to the age of the equipment. The price for this replacement is \$9,750.00. All equipment, materials, and associated labor included. Total Quote: \$9,750.00

Signature: _____

Date: _____

PACKET

13.13

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79701-2511

CONTACT:

no@email.com

United States (+1) (432) 352-1263

CONTRACTOR:

Fred LaVern Wood
Holman Padgett

NAME: REFERENCE 1: (Grant
Program) REFERENCE 2:35950165

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$9,850.00

STATEMENT OF WORK

Quote is to install Goodman 3.5ton straight cool AC with 80k btu 80% upflow gas furnace and matching evap coil. Includes labor, equipment, installation materials, and permit. BUNDLE \$9550.00
REPLACE REFRIGERANT LINESET AND INSTALL NEW LINESET COVER. LABOR AND MATERIAL \$300.00
TOTAL \$9850.00

Signature: _____

Date: _____

PACKET

13.14

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79705-5324

CONTACT:

no@noemail.com
United States (+1) (432) 528-2051

CONTRACTOR:

Fred LaVern Wood
Holman Padgett

NAME: updated_Grant Program)
REFERENCE 1:(Grant Program) REFERENCE
2:35929986

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$10,000.00

STATEMENT OF WORK

Quote is to install Goodman 5.0ton straight cool AC with upflow 80% 100k btu gas furnace and matching evap coil. Includes labor, equipment, installation materials, and permit. Will also include required high voltage electrical wiring to add ground wire for the furnace to bring to code.

TOTAL \$10,000.00

Signature: _____

Date: _____

PACKET

13.15

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79701-2511

CONTACT:

no@email.com

United States (+1) (432) 352-1263

CONTRACTOR:

Fred LaVern Wood
Holman Padgett

NAME: REFERENCE 1: (Grant
Program) REFERENCE 2:35950165

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$9,850.00

STATEMENT OF WORK

Quote is to install Goodman 3.5ton straight cool AC with 80k btu 80% upflow gas furnace and matching evap coil. Includes labor, equipment, installation materials, and permit. BUNDLE \$9550.00
REPLACE REFRIGERANT LINESET AND INSTALL NEW LINESET COVER. LABOR AND MATERIAL \$300.00
TOTAL \$9850.00

Signature: _____

Date: _____

PACKET

13.16

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

2111 Butternut Ln

Midland TX 79705-7810

CONTACT:

United States (+1) (432) 349-7344

CONTRACTOR:

Cocina Solutions LLC

Jose Medina

NAME:

REFERENCE 1:Sold- (Grant Program)

REFERENCE 2:35867101

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$9,750.00

STATEMENT OF WORK

Good morning, Attached is the quote to replace the existing system with a Goodman 15.2 SEER2 4-TON A/C, 80% 100-K BTU GAS FURNACE, and EVAP COIL SYSTEM. The contractor is suggesting a full system replacement due to the age of the equipment. The price for this replacement is \$9,750.00. All equipment, materials, and associated labor included. Total Quote: \$9,750.00

Signature: _____

Date: _____

PACKET

13.17

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79705

CONTACT:

no@email.com
United States (+1) (432) 528-2051

CONTRACTOR:

Cocina Solutions LLC
Jose Medina

NAME:

REFERENCE 1:Sold--(Grant Program)

REFERENCE 2:35867068

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$9,750.00

STATEMENT OF WORK

Good morning, Attached is the quote to replace the existing system with a Goodman 15.2 SEER2 4-TON A/C, 80% 100-K BTU GAS FURNACE, and EVAP COIL SYSTEM. The contractor is suggesting a full system replacement due to the age of the equipment. The price for this replacement is **\$9,750.00**. All equipment, materials, and associated labor included. **Total Quote: \$9,750.00**

Signature: _____

Date: _____

PACKET

13.18

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79701-5406

CONTACT:

no@email.com
United States (+1) (432) 853-5934

CONTRACTOR:

Cocina Solutions LLC
Jose Medina

NAME:

REFERENCE 1: Grant Program) REFERENCE
2: 36178511

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$9,500.00

STATEMENT OF WORK

Good morning,

Attached is the quote to replace the existing system with a Goodman 15.2 SEER2 3-TON A/C, 80% 80-K BTU GAS FURNACE, and EVAP COIL SYSTEM. The contractor is suggesting a full system replacement due to the age of the equipment. The price for this replacement is **\$9,500.00**. All equipment, materials, and associated labor included.

Total Quote: \$9,500.00

Signature: _____

Date: _____

PACKET

13.19

December 17, 2024

Quote for Replace

Product	SKU	Cost Per Unit	Qty	Subtotal
 Diagnostic Fee For diagnosing and assessing the status of the system	MHVC-RES-LFEE-V3RDGFE	Bundled	1	Bundled
 Other Charges Transitions	MHVC-RES-SOTH-V2000372	Bundled	1	Bundled
 Other Charges Mileage	MHVC-RES-SOTH-V2000372	Bundled	1	Bundled
 1001SAC80T30B Bronze Bundle - 80% Furnace & AC 3.0 Tonnage - UPFLOW	MHVC-RES-BDAFC-1001SAC80T30B	Bundled	1	Bundled
 Tax Tax	MHVC-RES-STAX-V2000983	Bundled	1	Bundled
 SS2-GEN3 SAFE-T-SWITCH SS2-GEN3	MHVC-RES-PDRN-SS2-GEN3	Bundled	1	Bundled
			Total	\$9,500.00

PACKET

13.20

December 17, 2024

Quote for Replace

63 LOWE'S OF MIDLAND, TEX.

PROPERTY:

Midland TX 79705-6921

CONTACT:

no@noemail.com

United States (+1) (432) 813-4599

CONTRACTOR:

Fred LaVern Wood
Holman Padgett

NAME:

REFERENCE 1: Grant Program) REFERENCE

2: 36159929

SUMMARY OF COSTS

Equipment	Bundled
Labor	Bundled
Parts	Bundled
Bundle	Bundled
Estimated Shipping	Bundled
Estimated Taxes	Bundled
Contractor Supplied	Bundled
Total	\$10,000.00

STATEMENT OF WORK

Good afternoon,

Attached is the quote to replace the existing system with a Goodman 15.2 SEER2 3.5-TON A/C, 80% 80-K BTU GAS FURNACE, and EVAPORATOR COIL SYSTEM. The price for this replacement is **\$10,000.00**, there will be additional work performed to get this system functioning to specifications which is included. The return filter base needs to be upsized to 20" x 25" to support the air flow, the door and door trim will need to be removed / reinstalled to perform the replacement, and modifications to the supply air plenum to support the necessary air flow for the system. All equipment, materials, and associated labor included.

Total Quote: \$10,000.00

Signature: _____

Date: _____

PACKET

13.21

December 17, 2024



City Council Meeting

Item Number: 14
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF A SEWER JET TRUCK AND ASSOCIATED COMPONENTS FROM HOUSTON FREIGHTLINER INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF \$294,374.84 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of a Jet Truck from Houston Freightliner, Inc. through HGAC contract FS06-20 for a cost of \$294,374.84.

Recommended City Council 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 recommending the purchase of one (1) Jet Truck from Houston Freightliner, Inc. through HGAC contract FS06-20. We are members of the HGAC Program 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. This will be a replacement to the fleet. Please see

the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution authorizing the purchase of a Jet Truck from Houston Freightliner, Inc. through HGAC contract FS06-20 for a cost of \$294,374.84.



City Manager's Office



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: HGACBuy Contract #HT06-20 Jet Truck

DATE: 10/31/2024

Fleet Services is requesting the purchase of (1) one Jet Truck. This new unit will be a replacement for a unit that has gone beyond its useful service life. The budgeted amount for FY2025 for (1) one Jet Truck is \$600,000. The purchasing amount of \$294,374.84 is being offered through HGACBuy Contract #HT06-20 by Houston Freightliner for (1) one Jet Truck.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF A
SEWER JET TRUCK AND ASSOCIATED
COMPONENTS FROM HOUSTON FREIGHTLINER
INC., THROUGH THE HOUSTON-GALVESTON AREA
COUNCIL FOR A TOTAL COST OF \$294,374.84**

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

WHEREAS, Houston Freightliner Inc., has submitted a total proposed cost to the City of \$294,374.84 for the purchase of a sewer jet truck through H-GAC, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Houston Freightliner Inc., through H-GAC for a sewer jet truck to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a sewer jet truck from Houston Freightliner Inc., through H-GAC for a total cost of \$294,374.84;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a sewer jet truck from Houston Freightliner Inc. for a total cost of \$294,374.84.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Houston Freightliner Inc., for said sewer jet vac truck from funds available in the Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, 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:

John Ohnemiller, City Attorney

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	HT06-20	Date Prepared:	4/12/2024
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.							
Buying Agency:	City of Midland			Contractor:	Houston Freightliner		
Contact Person:	Rex Swearinger			Prepared By:	Adam Neuse		
Phone:	432-685-7268			Phone:	713-580-8148		
Fax:				Fax:			
Email:	rswearinger@midlandtexas.gov			Email:	adam.neuse@houstonfreightliner.com		
Product Code:	D5	Description:	M2-106, Conventional Cab, SBFA, SRA (PRL-20M)				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							85203
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
B6.7 250 HP 660 LB FT TQ ENGINE		2408					
3000 RDS AUTOMATIC TRANSMISSION		5089					
RH Outboard Under Step Mtd Horizontal Aftertreatment with v		617					
162" Wheelbase		290					
11/32x3-1/2x10-3 16" Frame 120KSI		398					
Dual West Coast Mirrors w/LH-RH Remote		215					
Basic High Back Air Driver Seat		159					
Basic High Back Air Susp Pass Seat		191					
AM/FM/WB Radio with Bluetooth		368					
			Sewer Equipment 800-HPR-ECO Sewer Cleaner		196391.84		
			Subtotal From Additional Sheet(s):				
			Subtotal B:		206126.84		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
CHELSEA PTO - CHL877XDFJP M3XV		2456					
			Subtotal From Additional Sheet(s):		0		
			Subtotal C:		2456		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		1%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X	Subtotal of A + B + C:	293785.84	=	Subtotal D:	293785.84
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	1500
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
Freightliner Standard Destination Charge		3375	Discount		-4286		
			Subtotal F:		-911		
Delivery Date:			G. Total Purchase Price (D+E+F):		294374.84		

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	HT06-20	Date Prepared:	4/12/2024
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.							
Buying Agency:	City of Midland			Contractor:	Houston Freightliner		
Contact Person:	Rex Swearinger			Prepared By:	Adam Neuse		
Phone:	432-685-7268			Phone:	713-580-8148		
Fax:				Fax:			
Email:	rswearinger@midlandtexas.gov			Email:	adam.neuse@houstonfreightliner.com		
Product Code:	D5	Description:	M2-106, Conventional Cab, SBFA, SRA (PRL-20M)				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							85203
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
B6.7 250 HP 660 LB FT TQ ENGINE		2408					
3000 RDS AUTOMATIC TRANSMISSION		5089					
RH Outboard Under Step Mtd Horizontal Aftertreatment with v		617					
162" Wheelbase		290					
11/32x3-1/2x10-3 16" Frame 120KSI		398					
Dual West Coast Mirrors w/LH-RH Remote		215					
Basic High Back Air Driver Seat		159					
Basic High Back Air Susp Pass Seat		191					
AM/FM/WB Radio with Bluetooth		368					
			Sewer Equipment 800-HPR-ECO Sewer Cleaner		196391.84		
			Subtotal From Additional Sheet(s):				
			Subtotal B:		206126.84		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
CHELSEA PTO - CHL877XDFJP M3XV		2456					
			Subtotal From Additional Sheet(s):		0		
			Subtotal C:		2456		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		1%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:	293785.84	=	Subtotal D:	293785.84	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	1500
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
Freightliner Standard Destination Charge		3375	Discount		-4286		
			Subtotal F:		-911		
Delivery Date:				G. Total Purchase Price (D+E+F):		294374.84	







City Council Meeting

Item Number: 15
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Sara Harris,
Subject: MOTION APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MODE COMMUNICATIONS, LLC (DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their special meeting on December 9, 2024 a resolution authorizing the execution of a consultant services agreement with MODE Communications, LLC, and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

\$219,900.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

The 13-month scope of work provides for comprehensive messaging development and marketing activities for the Midland Development Corporation to educate the local population about the significance of the aerospace and defense industry for Midland's economic future. The agreement has a not-to-exceed price of \$219,900.00 for the work to be performed.

Morris Williams Jr.

City Manager's Office



City Council Meeting

Item Number: 16
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Sara Harris,
Subject: MOTION APPROVING AN AMENDMENT TO TASK ORDER NO. 1 UNDER THAT CERTAIN MASTER RESEARCH AND DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE MITRE CORPORATION (DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their special meeting on December 9, 2024 a resolution authorizing the execution of an amendment to Task Order No. 1 to the master research and development agreement with The MITRE Corporation.

Recommended City Council Action:

Approve

Fiscal Impact:

\$0.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Amendment provides for the term of the agreement to extend through December 31, 2025. There is no change in the amount of the agreement or the scope of work.

Morris Williams Jr.

City Manager's Office



City Council Meeting

Item Number: 17
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Sara Harris,
Subject: MOTION APPROVING AN AMENDMENT TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED TO THE WIDENING AND IMPROVING OF STATE HIGHWAY 158 FROM SINCLAIR AVENUE TO WADLEY AVENUE, AND FROM WADLEY AVENUE TO BRIARWOOD AVENUE (DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at their special meeting on December 9, 2024 a resolution authorizing the execution of an amendment to that professional services agreement with Kimley-Horn and Associates, Inc., for professional services related to the widening and improving of State Highway 158 from Sinclair Avenue to Wadley Avenue, and from Wadley Avenue to Briarwood Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

\$0.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Amendment provides for the term of the agreement to extend through December 31, 2025. There is no change in the amount of the agreement or the scope of work.



City Manager's Office



City Council Meeting

Item Number: 18
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Isaac Garnett, Manager, Community Development
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH THRIVING UNITED, INC.; AND ALLOCATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The City's 2024/2025 Community Development Block Grant (CDBG) entitlement includes contracting with local organizations for specific service programming. Thriving United of Midland Incorporated contract will be considered for approval on the December 17, 2024 council meeting. The contract supports the mission of HUD and the CDBG Office through homeless outreach services, and homeless social services coordination to low-income residents, earning less than 80 percent of the median area income.

Recommended City Council Action:

Approve

Fiscal Impact:

\$83,000 is available in the 2024-2025 CDBG Block Grant Fund (060) and will be allocated to Thriving United Inc. Peer Support Program.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The Fifth Year Action Plan outlines specific priorities and objectives, detailing how HUD resources will be allocated through contracts. The Community Development Block Grant office

will fund the following program:

Thriving United of Midland Incorporated-Peer Support Specialist

These allocations reflect the commitment to address key community needs and support the stated objectives and align with previous Council action taken on July 23, 2024, wherein the City of Midland's 2024-2025 Fifth Year Action Plan to the Consolidated Plan for Community Development and Housing Funds for the City's Fiscal Years 2020-2024 was adopted.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT WITH THRIVING UNITED, INC.; AND
ALLOCATING FUNDS**

WHEREAS, Thriving United, Inc., has agreed to provide services for the Peer Support Specialist Program for \$83,000.00; and

WHEREAS, the City Council finds it to be in the public interest to enter into contracts with said entities for said services;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Community Development Block Grant contract with Thriving United, Inc., to provide community relief services with grant funds received from the United States Department of Housing and Urban Development. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That \$38,000.00 shall be available in the 2024-2025 CDBG Block Grant Fund (060) and shall be allocated to the Thriving United Inc. Peer Support Program..

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to Thriving United, Inc., pursuant to the terms of said contract, not to exceed the contracted price, upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, 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

Christy Weakland, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND
THRIVING UNITED, INC.,
FOR THE PEER SUPPORT SPECIALIST PROGRAM**

This Agreement (“Agreement”) made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation (“City”) and **THRIVING UNITED, INC.** (“Corporation”);

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the Peer Support Specialist Program utilizing Community Development Block Grant (“CDBG”) funds as described in Exhibit “A”, attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of EIGHTY-THREE THOUSAND DOLLARS (\$83,000.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit “A”, attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City’s Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS (\$3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS (\$10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS (\$2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City’s Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL INDEMNIFY AND HOLD HARMLESS AND

DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CORPORATION OR CORPORATION'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 CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.
2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300

N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.
3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

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

VI. INDEPENDENT CONTRACTOR

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

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with

CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85 and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning

standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall, upon termination or expiration of this Agreement, transfer to City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Corporation shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of CDBG funding in its procurement announcements. Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

XI. PROGRAM REPORTS

Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

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

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund

or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

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

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation have not agreed within such time upon a solution to the default, the non-defaulting party

may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to

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

XX. ASSIGNMENT

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

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement, or the performance of this Agreement, shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, 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.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

THRIVING UNITED, INC.

By: _____
Lori Merritt Blong, Mayor

By: _____

Name: _____

Title: _____

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of THRIVING UNITED, INC., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/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 _____, 2024.

Notary Public, State of Texas

CDBG EXHIBIT A

NAME: Peer Support Specialist

Request: \$83,000

APPLICANT: Thriving Untied Inc.

Description: Evidence-based practices will be provided with peer-support, substance abuse recovery and outreach services to vulnerable individuals including homeless people. Service work will support recovery services, mental health service and housing stabilization to bridge the gap between people and services within our community.

Budget: The budgeted funds will be used to help pay staff salaries for community outreach towards individuals with substance abuse, and homelessness conditions.

Eligibility: Per 24 CFR 570.201, Homeless/Substance Abuse services for citizens experiencing hardships and/or disabled persons is considered by HUD a high priority. Indigent individuals are considered by HUD as a presumed benefit to low and moderate-income activity under its limited clientele provisions.

Consolidated Plan: Homeless services are an area of high priority and concentration of community need. All hardship individuals will have evidence-based needs assessment screening, and a plan of care formulated toward each participant's service plan.

Other Comments: Grant recipients programming has a focus on substance abuse and homelessness outreach services.



City Council Meeting

Item Number: 19
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Isaac Garnett, Manager, Community Development
Subject: MOTION APPROVING THE RECEIPT AND FILING OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR (PY23) 2023/2024. (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The Consolidated Annual Performance and Evaluation Report (CAPER) presents the accomplishments made from October 1, 2023, to September 30, 2024, towards implementing the City of Midland's Consolidated Plan for Community Development and Housing Funds. The Consolidated Annual Performance and Evaluation Report (CAPER) provides detailed financial and beneficiary information explaining how the City of Midland is carrying out its housing and community development strategies, projects, and activities, outlined in the HUD grant years 2020-2024 Consolidated Plan.

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

No impact on the budget.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Attached is a draft copy of the Consolidated Annual Performance and Evaluation Report (CAPER). The report is on file with the City Secretary. The CAPER is a document that describes the past year's performance and accomplishments related to the Fourth Year Action

Plan in accordance with the City's Five Year Consolidated Plan for Community Development and Housing Funds. The U.S. Department of Housing and Urban Development (HUD) requires the report for compliance with federal standards. The CAPER was displayed for public comment at seven locations throughout Midland and fifteen (15) days prior to the council meeting on December 17, 2024. Minor changes may be made prior to submission based upon comments submitted to the CDBG office. We must submit the CAPER to HUD by December 30, 2024.



City Manager's Office

Consolidated Annual Performance and Evaluation Report

City of Midland Fourth Program Year • October 1, 2023 – September 30, 2024, Presented to the U.S. Department of Housing and Urban Development Fort Worth Regional Office, ATTN: CPD, 6AD

December 30, 2024

CAPER

OMB Control No: 2506-0117 (exp. 09/30/2021)

PACKET

19.3

December 17, 2024



Consolidated Annual Performance Evaluation Report

CR-05 Goals and Outcomes

CR-10 Racial and Ethnic

CR-15 Resources and Investments

CR-20 Affordable Housing

CR-25 Homeless and Other Special Needs

CR-30 Public Housing

CR-35 Other actions

CR-40 Monitoring

CR-45 CDBG

CR-58 Section 3

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) presents the accomplishments made from October 1, 2023, to September 30, 2024, towards implementing the City of Midland's Consolidated Plan for Community Development and Housing Funds. The CDBG program year covered the fourth year of the current Five-Year Consolidated Plan. The Consolidated Annual Performance and Evaluation Report (CAPER) provides detailed financial and beneficiary information explaining how the City of Midland is carrying out its housing and community development strategies, projects, and activities, outlined in the 2020-2024 Consolidated Plan. The U.S. Department of Housing and Urban Development (HUD) requires the city to prepare a Consolidated Plan as a pre-requisite for participation in HUD programs such as the Community Development Block Grant (CDBG). CAPER consists of narrative text presented in a format answering numerous questions from HUD and an appendix that contains back up documents and other essential information. The Community Development Block Grant is the only HUD grant allocated directly to the City of Midland. This year's end report summarizes the results of activities that have taken place during PY 2023. It provides information for HUD and citizens of the City of Midland to review funded programs and evaluate performance against established goals. The City of Midland CDBG Prioritization Committee identified community goals and priorities utilizing an application process and public input. Based on this information, interested agencies submitted proposals to meet these objectives. Proposals for funding were received and per city ordinance; the proposals were reviewed and scored by city staff and funding recommendations were made by the Prioritization Committee to the full council for approval. As a result, the city council and mayor approved 14 activities to be awarded utilizing HUD funds. CDBG funds were allocated in the following ways to achieve our program objectives during the past year: Affordable housing, Homeless/Indigent Services, Infrastructure Improvements, public services and CV19 services.

The City of Midland expended a total of (\$1,189,888) in annual entitlement funding to:

- Serve (2,363) people through public service activities
- Assist (1,747) people with Homeless Prevention activities
- Create or retain (7) FTE jobs
- Rehabilitate (7) homeowner homes
- Assist (5) first time homebuyers
- Road Construction Improvements (.05 mil)

- Rehabilitate (1) public facilities that will serve 536 low-moderate income citizens
- Demolish or abate (2) substandard structures
- Indigent Services Driver's License (35)
- Indigent Services Social Security Cards (73)
- Indigent Services Birth Certificates or ID's (71)

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Homebuyers Housing Assistance	Affordable Housing	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	5		0	0	
Affordable Homebuyers Housing Assistance	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	50	35	70.00%	10	5	50.00%
Affordable Housing Development	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	43	86.00%			

Bunche Elementary Crossing Safety Light	Safe routes to school	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	200	100.00%			
Casa De Amigos Senior Grab-N-Go Meals	Senior Services	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	440	440	100.00%			
City of Midland Health Department COVID -19	COVID-19 related health needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	5000	5000	100.00%			
City of Midland Health Department COVID -19	COVID-19 related health needs	CDBG: \$	Jobs created/retained	Jobs	10	4	40.00%			
Clearance and Demolition	Removal of delapidated housing from neighborhoods	CDBG: \$	Buildings Demolished	Buildings	5	1	20.00%			
Clearance and Demolition	Removal of delapidated housing from neighborhoods	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	1	1	100.00%	1	1	100.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	15	7	46.67%			

Emergency Homeless Shelter COVID boarding recovery	Homeless	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	20	20	100.00%			
Essential Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	460	563	122.39%	0	0	
Essential Services	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Essential Services	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Essential Services	Non-Housing Community Development	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Essential Services	Non-Housing Community Development	CDBG: \$	Homelessness Prevention	Persons Assisted	0	0		800	870	108.75%
Essential Services	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	0	0		2	1	50.00%
Homeless Meals Program	Homeless	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				

Homeless Meals Program	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	1500	1747	116.47%	600	877	146.17%
Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		420	563	134.05%
Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	600	400	66.67%	140	60	42.86%
Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	0	4		4	4	100.00%
Public Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		880	2363	268.52%
Public Services	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Rental Housing Subsidies	Affordable Housing	CDBG: \$	Homelessness Prevention	Persons Assisted	120	430	358.33%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

An assessment of the progress made in addressing the priority needs and objectives of the Five-Year Consolidated Plan is included. The CDBG staff has determined that substantial progress is being made in the aggregate in meeting the Consolidated Plan objectives. The CDBG staff has continued to step towards addressing various federal requirements such as Affirmatively Furthering Fair Housing as well as monitoring and implementation strategies to maintain affordable housing, reducing lead-based paint hazards, and eliminating barriers to affordable housing. staff then focused on specific responses to the following need areas: Greenwood Addition, Southern Addition, Moody, South Park, TrueLand neighborhoods. During PY23 the City continued to work towards accomplishing the five-year goals set out in the consolidated plan. During the program year several of programs awarded continue to experience staffing issues, two public facility projects at the Southeast Senior Center is still ongoing. Two infrastructure projects were completed in the PY23 program year. The CDBG office is still on track to meet or exceed most goals set in the consolidated plan, with eight primary objectives already met. The City of Midland Home-Owner Rehabilitation program continues to see progress with thirty-two home repairs. This year an average of \$6,000 was spent per home on minor repairs. The City of Midland CDBG office continues to struggle with contractors being able to carry out home repairs for homeowners within the current \$6,000 limit. We actively recruit potential vendors to perform the project needed for our community at a affordable rate. During the program year the city received over \$89,874 in Program Income; the majority of this came from the repayment of the CDBG reconstruction loans. Funds were reallocated back to a project that is designated as a high priority.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,579
Black or African American	519
Asian	3
American Indian or American Native	8
Native Hawaiian or Other Pacific Islander	1
Total	4,110
Hispanic	1,445
Not Hispanic	2,134

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The racial and ethnic composition of assistance describes the characteristics of families/households/persons assisted and ethnic status by estimates and hard data due to limited demographics information with hard to serve communities. It provides an assessment of the relationship between the use of CDBG funds and CDBG CV19 funds to assist in the priorities and specific objectives outlined in the Consolidated Plan. CR10 data does not include all race types reported in IDIS and therefore does not represent the total families served. Prior census data demonstrated that most of the low and moderate income (LMI) census tracts were in the southern and eastern quadrant of the city. This area was targeted during the last Consolidated Plan due to the continued higher the average poverty ratio. New census data gathered during the development of the Consolidated Plan showed a stabilization in the number of LMI census tracts throughout the city. This is the basis for targeting specific geographical locations within our jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There are pockets of poverty and unemployment in the historically minority communities but the cdbg office is working with other departments and agencies to create new investments and revitalization opportunities. The areas are historically blue-collar working-class neighborhoods with extensive underdeveloped streets, sidewalks, and recreational facilities. HUD funds expended during this program year, approximately 80%, were spent on activities that were identified to serve persons with a presumed benefit (Seniors, youth, and special needs) located within the designated target areas. This percentage includes CDBG Public Service activities, emergency shelter and crisis intervention management services. The CDBG office adapted by use of virtual appointments and

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phone/scan applications. In addition, the low availability of housing stock and the high competitiveness in the housing market priced many first-time homebuyers out of the market.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,331,724	1,189,888

Table 3 - Resources Made Available

Narrative

Previous target areas of the low and moderate income (LMI) census tracts had been in the southern quadrant of the city and this area was targeted during the last Consolidated Plan. New census data, gathered during the development of the Consolidated Plan, showed a potential rise in the number of LMI census tracts throughout the eastern part city and specific pockets (blocks) of poverty as a whole; this is the basis for targeting specific geographical locations within the jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There is a high level of poverty and unemployment, but also areas available where new investments and revitalization can occur. HUD funds expended during this program year, approximately 90%, were spent on activities that were identified to serve beneficiaries located within the designated target areas.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BRADFORD PARK/2004 TARGET AREA			
City of Midland			City-wide
Greenwood Addition	7		
Low and Moderate Income Census Tracts	80		Low/Moderate Income
MLK			
MULBERRY DRAW			
Ratliff Park 2017			
SAN JUAN 2021 TARGET AREA			
Southern Addition	13		
SPARKS PARK			
WASHINGTON PARK/2005 TARGET AREA			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Previously most of the low and moderate income (LMI) census tracts were in the east and southern quadrant of the city and this area was targeted during the last (2015-2020) Consolidated Plan. New census data, gathered during the development of the (2020-2025) Consolidated Plan, showed no significant rise in the number of LMI census tracts throughout the city as a whole and this is the basis for the continued targeting of specific geographical locations within the jurisdiction. Of all the HUD funds expended during this program year, approximately 95% were spent on activities that were identified to serve beneficiaries located within the designated target areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG office continues to target areas of the low and moderate income (LMI) census tracts within the in the southern and eastern quadrant of the city and this area was targeted during the last Consolidated Plan. New census data, gathered during the development of the Consolidated Plan, showed a potential rise in the number of LMI census tracts throughout the eastern part city and specific pockets (blocks) of poverty as a whole; this is the basis for targeting specific geographical locations within the jurisdiction. In the development of the Consolidated Plan, two target areas were defined. There is a higher level of poverty and unemployment within eastern and southern census tracts relative to the city as a whole. These funds were leveraged with the City's general funds in order to accomplish the annual objectives. Public service projects concentrated efforts to address the needs of families, children, and youth in highrisk populations, consistent with the identified priority needs.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	10	5
Number of Special-Needs households to be provided affordable housing units	0	0
Total	10	5

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	10	7
Number of households supported through Acquisition of Existing Units	10	5
Total	20	12

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In PY23 the CDBG office had to adjust the program focused in its minor repair programs due to the inflationary cost of goods and services throughout our city. Housing stock for persons at or below 80% AMI is extremely difficult to find and maintain due to low wages relative to the cost of living in Midland County. The CDBG Homeowner Repair program served 7 homeowners, providing necessary safety and sanitary improvements. The First-time Homeowner Loan Program applied for down payment and closing cost to houses for 5 homeowners. Christmas In Action is a community housing benevolence program

that assists homeowners when this office is limited or restricted by HUD rules. The CDBG office approved a change to policy to allow maximum assistance for roof repairs up to \$6,000 to include lead-based paint housing inspections.

Discuss how these outcomes will impact future annual action plans.

Major projects' delays continue to be affected by the time it takes to secure all the necessary contracting requirements and prior commitments before the projects can get underway. The CDBG office will continue to try advertising, hold contractor outreach meetings, and find ways to help increase the availability of quality affordable housing contractors as we endeavor to create an economically thriving, inclusive community with quality housing opportunities for all residents. One of the biggest delays for major projects is caused by the time it takes to secure all the necessary procedures before the projects can get underway. Additionally, minor rehabilitation projects have resulted in an increased cost per home which has affected the number of households served, exacerbated by the shortage of available qualified contractors. The city continues to try and find ways to help increase the availability of quality affordable housing over the next several years.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	5	0
Moderate-income	7	0
Total	12	0

Table 7 – Number of Households Served

Narrative Information

The federal, state, and local resources available to address the needs identified in the Action Plan included local grant funds under CDBG. Public service projects concentrated efforts to address the needs of families, children, and youth in high-risk populations, consistent with the identified priority needs. Use of CDBG and city funds leveraged with other nonprofit resources were of great benefit to assist individuals and communities. The CDBG office partnered with the city engineering department to secure contracts for infrastructure projects that leveraged limited resources.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Community Development Department continues to support specific projects that address the Homeless Needs Objectives of the Consolidated Plan or support public services that assist the homeless or homeless prevention activity. Local groups, including faith-based organizations, have maintained and even expanded the facilities serving the homeless with little federal support. The United Way of Midland and Family Promise of Midland continue their work with the families toward transitioning from supportive housing to permanent housing. Midland has 317 chronically Homeless individuals identified in 2023 that are living in other than permanent housing. The survey asked each person what services are currently needed. The top three answers are housing, transportation and food, which is reflective past surveys. Outreach programs for unsheltered persons are not currently funded by the City of Midland, but there is outreach programs organized locally by faith based and nonprofit organizations that reach out to unsheltered individuals in coordination with the CDBG office. Midland's Homeless Network outreach program operates using a Housing First approach with an emphasis on services that support self-sufficiency, such as obtaining vital documents, and finding creative solutions to connect them to housing resources. The network provides a variety of services and assesses people's needs. In addition, the outreach comes together each year to perform the "Point In Time" count survey of the unsheltered population.

Addressing the emergency shelter and transitional housing needs of homeless persons

Midland Salvation Army provided shelter and essential services to homeless persons by using agency contribution funds for operational expenses and CDBG funds for emergency COVID19 isolation efforts and case management services. During the program year 307 individuals were assisted, and thousands of meals were served. Ten individuals we assisted with permanent housing in coordination with the Midland County Housing Authority voucher program. In addition, birth certificates were collected, social security cards were recovered as well as ID's. The salvation Army partnered with Midland Memorial Hospital to refer and coordinate drug and mental health recovery for sheltered individuals. The Genesis Center of the Permian Basin has a forty-person capacity facility located in central Midland and continues to operate giving emergency services to vulnerable persons. Other entities providing emergency shelters include Village Square, and the Journey Home (emergency units).

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care

facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In PY23 Midland mental health providers (PermiaCare) is recognized as the authority in Midland County providing mental health, intellectual, developmental disability, and substance use disorder services. The CDBG office meets with staff during our homeless network efforts to coordinate and make referrals for service. PermiaCare health offers many services to include veteran's services, Inpatient treatment, counseling, advocacy, and linkage to other resources. They help adults and children who are struggling with managing and improving their mental health. The CDBG office receives occasional phone and walk-in request for services for persons who have had difficulty finding and keeping stable housing because of their mental illness. The local economy provides scarce housing opportunities for low and moderate-income families and the CDBG office is building a relationship to increase housing opportunities. Efforts to better prepare the workforce include existing employment training programs and expanded education programs from our local colleges and universities. As an anti-poverty strategy, we employ assistance programs to the poorest of Midland's population (those with incomes below 30% of AMFI). City housing assistance programs are designed to minimize the housing financial burden on its recipients. Compliance with the HUD Section 3 objective has also contributed to expanding economic opportunities as most CDBG work contracts in the housing programs and slum/blight activities are performed by local small businesses. Increased promotions of Section 3 opportunities continue to be part of the CDBG department's efforts. Included in the efforts are reaching out to minority business enterprises and woman owned business enterprises.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Midland Homeless Coalition is part of the Statewide Balance of State Continuum of Care program. The goal of the Balance of State (BoS) is to encourage planning and coalition building in communities with fewer resources. The Midland Homeless coalition has merged with the Midland Affordable Housing Association, which meets monthly to identify available resources within our community to serve approximately 317 homeless individuals now living in the midland city limits. The City of Midland CDBG department participates and plans alongside other local agencies to define the homeless' needs through a Point-in-Time survey. The Coalition use results from the Needs/Gaps Analyses to establish short and long-term goals developed by our coalition group policies, strategies and goals to allow for the development of actionable plans to end homelessness through projects to fill gaps in shelter and/or services providers. The City of Midland CDBG office coordinated with Casa de Amigos, St. Paul Society, St. Ann's Catholic Church, Helping Hand of Midland, Safe Spaces of Midland, Family Promise of Midland

Inc. to provide Homelessness Prevention/ Intervention services in the form of rental and utility assistance and transitional housing.

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OMB Control No: 2506-0117 (exp. 09/30/2021)

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Residents of the City of Midland PHA community were actively involved in the planning and development of board approved programs for their developments. The City of Midland PHA board meet monthly to discuss concerns as well as plan events and activities for their communities. Residents are engaged throughout the conversation process to provide information on the new structure planning, provide input on any planned renovations and to understand the choice mobility voucher option that is made available to them through the Midland County Housing Authority. The CDBG office usually conducts a needs assessment along with the PHA to help determine the residents' personal needs, educational, and employment aspirations; needs assessments are conducted by development property to address fundamental concerns during the pandemic. Personal barriers that prevent self-sufficiency may include a lack of life and personal skills, clothing, transportation, and chronic health conditions. Once those barriers are addressed, the CDBG office assists residents in connecting with partner agencies and organizations to obtain whatever may be necessary to help the citizens become self-sufficient (PHA Liaison). Pre-existing initiatives were continued in PY 2023/24. The City Housing Authority has a "residents' council." Similar councils exist for the HUD Section 202 housing projects. Additionally, the City of Midland has assigned the CDBG Office to be the liaison to the City of Midland Housing Authority.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The CDBG office partnered with the Midland County Housing Authority and the City of Midland Housing Authority to conduct homeownership seminars with 30 individuals attending in the program year. Personal barriers that prevent self-sufficiency outcomes may include a lack of life and parenting skills, clothing, transportation, childcare, chronic health conditions and financial literacy are contributors. Those barriers are addressed; the CDBG office assists residents in connecting with partner agencies and organizations to obtain a high school/higher education or whatever may be necessary to help the citizens become self-sufficient.

Midland PHA communities are actively involved in the development of programs for their communities. The CDBG office represents the city as the designated liaison to the PHA board of directors and offers input in its direction and overall housing strategy. The PHA's have Resident Associations that meet monthly to discuss concerns within the community and offer enrichment activities. Each Association has a set of Bylaws that have been voted on and approved by the members that outline how their association will operate. The CDBG office participates in training on steps to move from subsidized housing to homeownership that includes job seeking, communicating in the workforce, dress-for-success and financial literacy to all residents.

Actions taken to provide assistance to troubled PHAs

PHA's are high performance agencies.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The CDBG department will continue to provide favorable consideration in re-zoning cases, mobile home occupancy permits and sidewalk waivers to decrease barriers to development. The City continues to reduce and/or waive development and building permit fees for affordable housing projects, and to use local funds to pay for public improvements required on affordable housing sites. The city has completed its strategy of targeted effort to achieve visible, lasting impact in selected target areas. The City of Midland continues to implement zoning codes which encourage affordable housing opportunities of various lot sizes. These housing types are allowed in certain areas and can introduce density and affordability, while remaining compatible with nearby single-family neighborhoods. The City of Midland Affordable Housing Strategies are being incorporated and combined with input from the public and subject matter experts (small housing developers) about how Midland can build and maintain strong neighborhoods. The recommendations will set the stage for modifications to regulatory documents associated with development activities in the city, such as the Zoning Code, Subdivision Regulations, and Building Codes. Further insight into potential regulatory limitations will be gathered through a series of roundtable discussions, community "RAP" sessions, nonprofit organizations that work through the permitting processes of the City as they develop properties. These insights will make recommendations to make the permitting process more consistent, transparent, and predictable.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Midland Affordable Housing Strategy is being incorporated and combined with input from the public and subject matter experts about how Midland can build and maintain strong neighborhoods. The recommendations will set the stage for modifications to regulatory documents associated with development activities in the city, such as the zoning code, subdivision regulations, and building codes. Further insight into potential regulatory limitations will be gathered through a series of roundtable discussions with organizations that work through the permitting processes of the City as they develop properties. These insights will make recommendations to make the permitting process more consistent, transparent, and predictable.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The CDBG programs that provided rehabilitation to owner-occupied homes built prior to 1978 must be tested for lead-based paint (LBP) hazards using a Certified LBP inspector or risk assessor. In homes where an inspection confirmed the presence of LBP (or it was presumed), all contractors were required to implement safe work practices during the rehabilitation work in accordance with HUD's Lead-based Paint Safe Housing Rule. Grants administration includes additional measures to ensure specific

grant funded activities comply with LBP regulations. Additional language is included in subrecipient agreements for projects where rehabilitation work occurs, requiring subrecipients to produce documentation of LBP testing prior to any work commencing. Additionally, the CDBG administration's Construction Checklist used for granting funded construction and housing projects includes a check for LBP compliance.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Midland funded educational programs and provides after school programs with the Boys & Girls Club of Midland. In addition, other programs offered mentoring to people and assistance to victims of abuse. Services to help homeless individuals on a path to self-sufficiency were also conducted during the program year.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Program year 2023 goals and priorities were set with input from the public, nonprofit organizations, and the city's community development prioritization committee. In March grant applicants were informed of the city's goals, priorities, and target areas. Once funding was awarded, the CDBG office continued to review the performance of projects and programs during the year. The utilization of city departments as well as nonprofit organizations, community and faith-based organizations, developers, and social service agencies to carry out projects for the second year of the Five-Year Consolidated Plan. Multiple philanthropic organizations throughout the City also provide funding to the projects/programs not funded with HUD grant dollars. These leveraged dollars allowed our grant recipients to continue or expand their programs during the year.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The CDBG office meets monthly to coordinate, plan, and implement strategies with Midland Apartment Association, Midland Home Builders Association, Midland Community Development Corporation, and Midland Affordable Housing Alliance.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

To ensure continued compliance with the Fair Housing Act and HEARTH Act, the CDBG office worked closely with the local nonprofits (Midland Homeless Coalition) that serve the homeless. This office served as an information hub for Landlord/Tenant information for the community during these challenging times. This office attempted to educate landlords and tenants about the eviction moratorium rules. Outreach through live virtual training on fair housing and tenant's rights, as well as visual aids outlining how to access information and services, will continue into PY24. Various funding streams including local philanthropy, worked with local nonprofits to aid tenants facing eviction and

incentivizing assistance to tenants who reside in properties where the owner agreed to resolve cases through mediation.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

All funded projects and agencies were assigned a risk factor rating to identify which projects were to be monitored onsite during the program year. This assessment rates risk based upon the type of project, compliance issues, complexity of the project, and known capacity of the agency. Agencies with a high risk rating or new grant awardees are selected for formal onsite monitoring as well as those programs not monitored in the last two years. The CDBG office utilizes the HUD CPD Monitoring Handbook as its standard and guideline for each formal monitoring visit. Desk monitoring of all HUD funded programs and projects was conducted throughout the year to ensure compliance with regulations and agreement requirements. Physical projects are inspected on a periodic basis until completion to confirm construction/rehabilitation projects are progressing and funds are being spent as planned. It is the policy of the City of Tulsa to encourage the use of minority or woman owned businesses in contracting opportunities. As part of HUD's grant requirements and written agreements, agencies performing construction and rehabilitation projects are encouraged to hire Section 3 residents and/or utilize Section 3 businesses and WMBE businesses when contracting or subcontracting.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Midland was prepared to make substantial changes to the CDBG program objectives and goals during the year due to public health considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended. The City of Midland posted notices in the Midland Reporter Telegram at least 14 days in advance of public hearings. In addition, notice was posted on the City's website and social media sites. The Community Development Office holds and participates in public meetings, and small community feedback groups are held when requested; furthermore, information is posted on City Web pages and in the City Secretaries office and the public libraries to gather input from citizens. Public notices are advertised in the MRT accordance with city and federal guidelines. The draft CAPER was available for public comment from November 30 – December 15, 2024.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Midland is prepared to make substantial changes to the CDBG program objectives and goals during the year due to unforeseen circumstances and considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Midland is prepared to make substantial changes to the CDBG program objectives and goals during the year due to unforeseen circumstances and considerations. The City monitored the expenditure of CDBG funds throughout the year to ensure that projects funds, either during this year or from prior years, were completed and dollars expended.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	3	0	0	0	0
Total Labor Hours	4,160				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	3				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	2				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	2				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	3				
Provided or connected residents with supportive services that can provide direct services or referrals.	1				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	1				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	3				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

Other.	0				
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The housing program is designed to work collaboratively with other programs and service providers to identify and develop short and long-term strategies for meeting the needs of low-income persons and their families.

CLASSIFIED Marketplace

Merchandise | Real Estate | Auto | Auctions | Business Opportunities

TO ADVERTISE:
Call (432) 687-8815 or
Email mrtclassifieds@mrt.com

At Your Service

TO ADVERTISE: (432) 682-6222
You can advertise your business
for as little as \$47 monthly

Outdoor

AAA TREE Service
Free Estimates, tree pruning & removal,
flower beds, shrub trimming,
& property clean up
Call 432-889-3318

Other

**SPRINKLER & DRIP
SYSTEM REPAIR**
Small Trees & Lawn Service,
We're Small But BIG
On Service 432-570-8347

Services

FRONTERA'S TILE & MORE
All types of construction, remodels,
flooring, additions, porches
Call (432) 269-0013
With 30 Years of Experience.

**Firewood By 2 Fireman
Oak, Pinon & Mesquite**
Full, 3/4 & 1/4 Cord | Also Firewood Racks
Call 432-209-1131 Or 432-557-2897

Other

HANDYMAN CONSTRUCTION, LLC
Metal/wood. Need a new carport, fence,
a paint job, or framing?
Construction Of Any Thing!
You can call or text Chris Morgan @
432-349-2709

**Firewood By 2 Fireman
Oak, Pinon & Mesquite**
Full, 3/4 & 1/4 Cord | Also Firewood Racks
Call 432-209-1131 Or 432-557-2897

Other

TREESPECIALTIES
Eddie Baker
Service & Care
PO Box 52163
Midland, Texas 79710
Baker@treespecialties.com
(432) 770-8374

FOR SALE

Ben Hogan Apex Edge Set of 13 Irons.
Condition - good to very good with some clubs in
mini condition. Steel Shaft #4, Frequency Matched
Hogan Apex Edge - D4 swing wt - Original all weather
grips. Set consists of 13 irons - 1 Iron (Driving Iron)
through 9 Iron (9 irons) plus E, L, F wedges
plus Sand wedge. For a serious golfer,
these irons are as good as they get. Midland, TX
\$1,200.00 plus shipping. Call 432-386-0945.

FOR SALE

Three (1, 3, and 5) Metals: (woods), good condition.
The No. 1 metal is a TaylorMade 320
Ti Tour 8.5, shaft Proforce Gold 65 Gold Low Torque
S-Flex the No. 3 metal is a Callaway Big Bertha War
Bird still steel shaft, leather grip good condition;
the No 5 Metal is a Callaway Big Bertha War Bird still
steel shaft, leather grips. Midland, TX.
\$150.00 plus shipping. Call 432-386-0945.

The Cat House 408 Andrews Hwy Midland, Texas 79701

Annual Christmas Open House
November 29 - 30, 10-6
Over 2500 Pieces of Vintage Et
Antique Christmas, 1980's - Victorian
Hot Cider and Treats for those who come.

Sidewalk Sale
Bling Jewelry, beaded samples, tassels, and
suede fringe Plus art and other misc.
If you use costume jewelry for crafts this event
will be for you.
The money we make will go to purchase
something for the ASU FIDM Museum Collection.

... NO BUYER'S PREMIUM! ...
2-DAY ONLINE AUCTION
BIDS START @ 10AM
December 10 & 11, 10am CT

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LIQUIDATION
OF FRAC AND DRILLING
EQUIPMENT WITH TRUCK
FLEET**

FOR MORE INFO
(805) 497-4999

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SOLDTIGER.COM

LEGAL NOTICES email mrtlegals@hearsntp.com or call 432-687-8888

Legal/Public Notices

CLARK RESIDENT NOTICE

TO: CREDITORS OF LISA A. LA REAU

PLEASE TAKE NOTICE THAT DAYANNA LA REAU, Daughter of LISA A. LA REAU, with the power to pay the debts of LISA A. LA REAU, whose Date of Birth is October 12, 1959, and whose Date of Death is January 25, 2024, Pursuant to Wills, Stat. Sec. 9607.002 and Wills, Stat. Sec. 9607.004, DAYANNA LA REAU hereby provides notice that the deadline for filing claims for payment of debts of LISA A. LA REAU with DAYANNA LA REAU is **March 18, 2025**, being the date four (4) months after the date of the first insertion of this Notice.

Claims should be filed with DAYANNA LA REAU, 508 W 395th Street, Waukegan, WI 53098

NOTICE OF APPLICATION FOR OIL & GAS WASTE DISPOSAL WELL PERMIT

Vital Energy, Inc., 521 East 2nd St., Ste 1000, Tulsa OK 74102 is applying to the Railroad Commission of Texas for a permit to dispose of produced salt water or other oil and gas waste by well injection into a porous formation not productive of oil or gas.

The applicant proposes to dispose of oil and gas waste into the Grayburg, San Andres, and Goliad formations in the Area E, Canyon SMD Lease, Block 10, L. The proposed disposal well is located 0.7 miles southwest of Gander City, in the Gander City, S (Midland) field, in Garza County.

The wellbore will be injected into strata in the subsurface depth interval from 2800 ft to 4800 ft.

LEGAL AUTHORITY: Chapter 27 of the Texas Water Code, as amended; Title 3 of the Texas Natural Resource Code, as amended; and the Statute Rules of the Oil and Gas Division of the Railroad Commission of Texas.

Requests for a public hearing from persons who can show they are adversely affected or requests for further information concerning any aspect of the application should be submitted to writing within fifteen days of publication. In Technical Permitting, Oil and Gas Division, Railroad Commission of Texas, P.O. Box 128607, Austin, Texas 78713 (Telephone 512-463-6782).

NOTICE

City of Midland Consolidated Annual Performance and Evaluation Report (CAPER) for October 1, 2023, to September 30, 2024, program year. The CAPER describes the progress towards addressing needs identified in the City's Consolidated Plan for Community Development and Housing Funds.

The CAPER may be examined at the following locations:

City Secretary's Office - Room 330, City Hall, 300 N. Luskine
Casa de Aragon - 1401 E. Garza Lane
City Housing Authority - 700 W. Schuler Street
Martin Luther King Jr. Community Center - 2300 Bulwer
Midland County Branch Library - 9501 W. Loop 201
Midland County Public Library - 301 W. Main
Midland Senior Center - 1322 W. Hendon Street
St. Community Senior Center - 3003 E. Indiana

Please direct any written comments to the Community Development Office, PO Box 1152, Midland, Texas, 79702, by December 15, 2024. The final report will be submitted to the U.S. Department of Housing and Urban Development by December 27, 2024, and will be available at the City Secretary's Office.

FAR HOUSING is the Law. To report housing discrimination, call 1-800-688-8777 or visit the web at www.hud.gov.

Legal/Public Notices

REQUEST FOR COMPETITIVE SEALED PROPOSALS

Jal Public Schools will receive Competitive Sealed Proposals for General Construction Work for the following:

A. Jal Storage Building / Parking Lot D
B. Jal Bus 52th Renovations

Sealed proposals prepared according to the Instructions to Proposers will be received by Brian Skyles, Superintendent, Jal Public Schools, 124 E. 10th, Jal New Mexico 88552 or P.O. Box 1386, Jal New Mexico 88552 until 2:00 PM, local time, Thursday, December 19, 2024. The Proposals will then be opened and read aloud. Any proposals received after the deadline will be returned to the sender unopened.

Proposed Documents and related documents may be examined and acquired from the Architect beginning November 8, 2024. These will be available for download at no charge and may be acquired from the Jal Public Schools website at www.jalpublicschools.org or by requesting from the Jal Public Schools website at procurement@jalpublicschools.org.

A non-mandatory Pre-Proposal Conference will be held at Jal Public School, Administration Building on Thursday, November 21, 2024, at 2:00 PM, local time.

NOTICE TO CREDITORS

Notice is hereby given that the original Letters Testamentary for the Estate of Jennifer Margaret McCord, Deceased, were issued on November 8, 2024, in Cause No. P23134, pending in the County Court of Midland County, Texas, to said Deceased's Independent Executor, J. Antonio C. Wallace as Co-Executor, Brandon T. Tigue & Jackson, P.C., P.O. Box 2776, Midland, Texas 79702.

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law in the case of the Executor.

DATED the 27th day of November 2024.

COTTON BLEDSOE, TIGHE & DAWSON
A Professional Corporation
P.O. Box 2776
Midland, Texas 79702
(432) 584-5782
(432) 582-3672 (FAX)

By: J. Antonio C. Wallace
J. Antonio C. Wallace
State Bar No. 02727200
Midland@jtdlaw.com
J. Antonio C. Wallace
State Bar No. 02727200
(midland@jtdlaw.com)

**STORKEYS FOR INDEPENDENT
EXECUTOR**

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

DISTRICT 08

NOTICE OF PROTEST DEADLINE: 5:00 PM, Dec 16, 2024

Address: Railroad Commission of Texas
ATTN: District Permit Unit
P.O. Box 128607
Austin, Texas 78713-2867
Fax: (512) 463-6782
Email: SR08@RC.TEXAS.GOV

NOTICE OF APPLICATION

NOTICE IS HEREBY GIVEN THAT THE ENDANGER ENERGY RESOURCES L.P. (ERC) Operator No. 251736 has made application for a spacing exception permit under the provisions of Railroad Commission Statute Rule 37 (16 Tex. Admin. Code section 1.37). Applicant seeks exception to the CASEL rule requirement for the SR08, permit to Sec. 34, Sec. 38 T35, T4P SR08 CO#40121, J A Survey, A-788, SPRABERRY (TRENCH AREA) Field, MIDLAND County, being 13.16 miles SE direction from MIDLAND, Texas.

PURSUANT TO THE TERMS of Railroad Commission rules and regulations, this application may be granted without a hearing if no protest to the application is received within the deadline. An affected person is notified to submit any protest to the Railroad Commission of Texas, P.O. Box 128607, Austin, Texas 78713-2867, on or before December 16, 2024, at 5:00 PM, local time.

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

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PACKET

19.31

December 17, 2024



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2023
MIDLAND

Date: 05-Dec-2024
Time: 12:12
Page: 1

PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT
Status: Open 9/30/1999 12:00:00 AM
Location: ,

Objective:
Outcome:
Matrix Code: Other Public Improvements Not Listed
in 03A-03S (03Z)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/01/1994

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$6,164,424.98	\$0.00	\$0.00
		1989	B89MC480023		\$0.00	\$789,000.00
		1990	B90MC480023		\$0.00	\$744,000.00
		1991	B91MC480023		\$0.00	\$831,000.00
		1992	B92MC480023		\$0.00	\$856,000.00
		1993	B93MC480023		\$0.00	\$1,269,000.00
		1994	B94MC480023		\$0.00	\$1,381,000.00
		1995	B95MC480023		\$0.00	\$294,424.98
		2002	B02MC480023		\$0.00	\$0.00
		2006	B06MC480023		\$0.00	\$0.00
		2007	B07MC480023		\$0.00	\$0.00
Total	Total			\$6,164,424.98	\$0.00	\$6,164,424.98

Proposed Accomplishments

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2023
MIDLAND

Date: 05-Dec-2024

Time: 12:12

Page: 2

PGM Year: 2021

Project: 0001 - Owner Housing Minor Repair Program

IDIS Activity: 401 - City of Midland Owner Housing Minor Repair

Status: Completed 9/30/2023 12:00:00 AM

Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing

Outcome: Sustainability

Matrix Code: Energy Efficiency Improvements (14F)

National Objective: SBS

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 10/26/2021

Description:

Provide home repairs for low income, and disabled in order to sustain a healthy living environment.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	\$200,000.00	\$14,413.00	\$200,000.00
	PI			\$1,097.00	\$1,097.00	\$1,097.00
Total	Total			\$201,097.00	\$15,510.00	\$201,097.00

Proposed Accomplishments

Housing Units : 50

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021		
2022	The Minor Repair Program assisted 32 families with home repairs and prevented disrepair of neighborhood housing.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2023
MIDLAND

Date: 05-Dec-2024
Time: 12:12
Page: 3

PGM Year: 2022
Project: 0002 - Homebuyer Assistance Program
IDIS Activity: 411 - Homebuyer Assistance
Status: Completed 9/30/2023 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Homeownership Assistance-excluding
Housing Counseling under 24 CFR
5.100 (13B)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/11/2023

Description:

The City Community Development Office proposes to continue the City Homebuyer Assistance Program (HAP). Through the HAP, low-income first-time homebuyers receive financial assistance to help purchase decent homes anywhere in the City. Depending on income, up to \$15,000 assistance would be provided to a homebuyer as a zero interest, deferred forgivable loan.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	\$4,877.17	\$0.00	\$4,877.17
		2020	B20MC480023	\$50,587.07	\$25,464.24	\$50,587.07
	PI			\$123,535.76	\$30,964.80	\$123,535.76
Total	Total			\$179,000.00	\$56,429.04	\$179,000.00

Proposed Accomplishments

Households (General) : 15

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	11	9	0	0	11	9	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	2	0	0	0	2	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

PACKET

December 17, 2024



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2023
MIDLAND

Date: 05-Dec-2024
Time: 12:12
Page: 4

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	14	9	0	0	14	9	0	0

Female-headed Households:	8		0		8			
---------------------------	---	--	---	--	---	--	--	--

<i>Income Category:</i>	Owner	Renter	Total	Person
Extremely Low	8	0	8	0
Low Mod	4	0	4	0
Moderate	2	0	2	0
Non Low Moderate	0	0	0	0
Total	14	0	14	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The CDBG Program Year has assisted 14 families utilize homeownership funding in targeted neighborhoods.	



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2023
MIDLAND

Date: 05-Dec-2024
Time: 12:12
Page: 5

PGM Year: 2022
Project: 0003 - Casa Senior Center Nutrition Program
IDIS Activity: 413 - Home Cleaning Program
Status: Completed 9/30/2023 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Senior Services (05A)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/11/2023

Description:

Casa de Amigos requests funds to support its Citywide Community Services Home Cleaning Program.
The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals.
Services include an initial deep cleaning and subsequent routine weekly cleaning.
It is expected that 100 clients will be assisted during the year.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC480023	\$45,000.00	\$34,111.49	\$45,000.00
Total	Total			\$45,000.00	\$34,111.49	\$45,000.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	50	40
Black/African American:	0	0	0	0	0	0	17	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

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Hispanic:	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	67
Female-headed Households:	0		0		0		
<i>Income Category:</i>							
	Owner	Renter	Total	Person			
Extremely Low	0	0	0	22			
Low Mod	0	0	0	27			
Moderate	0	0	0	16			
Non Low Moderate	0	0	0	2			
Total	0	0	0	67			
Percent Low/Mod	97.0%						

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Casa de Amigos Home Cleaning Program assisted 67 homebound seniors to stay in their home as they get older. The program served senior in our CDBG target area.	



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PGM Year: 2022
Project: 0006 - MLK Center/ Parks & Rec
IDIS Activity: 415 - Gym (MLK), replace floor in Weight room/security lights
Status: Completed 9/30/2023 12:00:00 AM
Location: 2300 Butternut Ln Midland, TX 79705-7800
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E) **National Objective:** LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/05/2023

Description:

Replace floor in Weight room, install new security cameras, Pedestrian and Security Lighting at MLK: Installation would be completed by City of Midland Parks Construction crew and vendor contractors.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	\$84,000.00	\$30,000.00	\$84,000.00
Total	Total			\$84,000.00	\$30,000.00	\$84,000.00

Proposed Accomplishments

Public Facilities : 200
Total Population in Service Area: 5,295
Census Tract Percent Low / Mod: 49.80

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The CDBG office and parks & Rec replaced the MLK gym floor and updated the security system at neighborhood center. The center has an average of 200 individuals that take part in activities for health, social, community functions.	



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PGM Year: 2022
Project: 0007 - Parks & Rec Senior Center Infrastructure Project
IDIS Activity: 417 - Southeast Senior Center Covered Out Doors Area

Status: Completed 7/21/2024 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)

National Objective: LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/13/2023

Description:

Create covered outdoor activity patio area at Southeast Senior Center to provide social distancing options.
Installation would be completed by City of Midland Parks Construction crew and vendor contractors.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	\$111,492.00	\$111,492.00	\$111,492.00
		2021	B21MC480023	\$71,995.65	\$71,995.65	\$71,995.65
		2022	B22MC480023	\$16,512.35	\$16,512.35	\$16,512.35
Total	Total			\$200,000.00	\$200,000.00	\$200,000.00

Proposed Accomplishments

Jobs : 2

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-race:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

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Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	2	0

Female-headed Households:	0		0		0			
---------------------------	---	--	---	--	---	--	--	--

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	2
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	2
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Southeast Center has a new outdoors recitalational area for seniors to enjoy interactions with one another in a reserved area attached to the center.	



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PGM Year: 2022

Project: 0007 - Parks & Rec Senior Center Infrastructure Project

IDIS Activity: 418 - Southeast Senior Center Parking Lot Replacement

Status: Open

Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Parking Facilities (03G)

National Objective: LMJFI

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/05/2023

Description:

Replacement of outdated parking lot at the southeast Senior Center to meet facility standards.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	\$90,000.00	\$78,792.95	\$78,792.95
Total	Total			\$90,000.00	\$78,792.95	\$78,792.95

Proposed Accomplishments

Jobs : 143

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	19,41	0	0	0	0	2	0

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Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	2
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	2
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Southeast Center parking lot has a new surface and additional disabled access areas to the building.	



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PGM Year: 2022
Project: 0008 - Midland Senior Life Meals on Wheels CV-19
IDIS Activity: 420 - CV19 Meal on Wheels Home Bound

Status: Completed 9/30/2023 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Services for Persons with Disabilities (05B)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 01/11/2023

Description:

The objective of the Meals on Wheels is to promote better mental and physical health for older homebound persons through nutritious meals and socialization. The nutrition program will be provided each weekday by volunteer drivers.

Senior Life Midland (SLM), with main offices at 3301 Sinclair St., will carry out the (COVID) relief program Monday through Friday (except on holidays).

SLM, through its central kitchen at 3301 Sinclair (under construction), will provide meals which meet the nutritional guidelines set by the Texas Department on Aging and Texas Department of Human Services for elderly nutrition programs.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$43,814.10	\$36,353.10	\$43,814.10
Total	Total			\$43,814.10	\$36,353.10	\$43,814.10

Proposed Accomplishments

People (General) : 800

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	Senior Life Midland Meals on Wheels have provided noon meals to 850 homebound persons during the grant year also decreasing the exposure to CV19 and other health hazards.	



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PGM Year: 2022

Project: 0009 - Salvation Army Homeless Meal Program CV-19

IDIS Activity: 421 - CV19 Salvation Army Meals

Status: Completed 9/30/2023 12:00:00 AM

Location: 600 E Wall St Midland, TX 79701-4937

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Other Public Services Not Listed in
05A-05Y, 03T (05Z)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 01/13/2023

Description:

The Salvation Army of Midland requests funding for the nutrition programs at the 600 E. Wall St.

Center (Homeless Shelter).

Approximately 5,300 meals are expected to be served during the program year.

three meals time will be available to persons wanting a hot meal.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$120,172.00	\$15,043.38	\$120,172.00
Total	Total			\$120,172.00	\$15,043.38	\$120,172.00

Proposed Accomplishments

People (General) : 27,000

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Salvation Army served 5300 meals to 100 persons living at the center on a daily basis.	



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PGM Year: 2022

Project: 0010 - MMH Mental Health CRISP indigent program CV-19

IDIS Activity: 422 - CV19 Midland County Hospital District (Mental Health & Wellness CRISP)

Status: Completed 9/30/2023 12:00:00 AM

Location: 400 Rosalind Redfern Grover Pkwy Midland, TX 79701-5846

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Mental Health Services (05O)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 01/11/2023

Description:

Mental Health & Wellness Department requests funds to support its Community Referral and Indigent Program (CRISP) to help individuals of all ages to recover from the devastation of the pandemic and overcome barriers to restore and stabilize health and livelihood.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$234,790.21	\$125,616.05	\$234,790.21
Total	Total			\$234,790.21	\$125,616.05	\$234,790.21

Proposed Accomplishments

People (General) : 350

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The Midland Memorial Hospital Indigent program assisted 996 people that presented at the hospital for needed services and the grant served 273 youth in the TAKE ACTION TO SAVE KIDS which builds on social and emotional curriculum for school age kids.	



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PGM Year: 2022
Project: 0011 - Casa de Amigos Senior Resiliency Program COVID-19
IDIS Activity: 423 - CV19 Casa De Amigos Senior Resiliency Program

Status: Completed 9/30/2023 12:00:00 AM
Location: Address Suppressed

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (050)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 01/11/2023

Description:

Casa de Amigos requests funds to support its Senior Resiliency Program.

The program's objective is to provide coping skills and resiliency training for senior citizens to improve their overall mental health as our community continue to recover from the effects of COVID-19.

Seniors are adapting to a host of life altering realities (lost friendships, changing living environment, physical capacity, etc.) which has a diminishing effect on mental and physical health. It is expected that 45 clients will be assisted during the year.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$46,610.00	\$46,610.00	\$46,610.00
Total	Total			\$46,610.00	\$46,610.00	\$46,610.00

Proposed Accomplishments

People (General) : 230

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	29	17
Black/African American:	0	0	0	0	0	0	13	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	42	17

Female-headed Households:	0		0		0			
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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	13
Low Mod	0	0	0	25
Moderate	0	0	0	2
Non Low Moderate	0	0	0	2
Total	0	0	0	42
Percent Low/Mod				95.2%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2022	The SENIOR RESILIENCY Program used certified professional counseling curriculum to support the social, emotional well being of senior that a=continue to feel isolated.	



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PGM Year: 2023
Project: 0001 - Hellinghausen Hope Parking Lot Infrastructure
IDIS Activity: 424 - Hellinghausen Hope Low Income Development Parking Lot
Status: Completed 9/30/2024 12:00:00 AM
Location: 1710 N A St Midland, TX 79705-8936
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parking Facilities (03G)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

The replacement of the Low-income Family parking area.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	\$50,000.00	\$50,000.00	\$50,000.00
Total	Total			\$50,000.00	\$50,000.00	\$50,000.00

Proposed Accomplishments

Public Facilities : 57
Total Population in Service Area: 414
Census Tract Percent Low / Mod: 73.60

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023		



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PGM Year: 2023
Project: 0003 - City Development Services Housing Demolition
IDIS Activity: 425 - City Housing Demo Program
Status: Completed 9/30/2024 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Clearance and Demolition (04)
National Objective: SBS

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

The City of Midland will contract to demolish dilapidated and burned out housing that present a health and safety hazard.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	\$44,529.49	\$5,860.00	\$5,860.00
Total	Total			\$44,529.49	\$5,860.00	\$5,860.00

Proposed Accomplishments

Housing Units : 3

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The CDBG Division and the City of Midland Codes Division accomplished the demolition of 2 dilapidated structure or cleanup of hazardous materials.	



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PGM Year: 2023
Project: 0004 - Breaking Bread Homeless Outreach
IDIS Activity: 426 - Breaking Bread Homeless Outreach Program CV19
Status: Completed 9/30/2024 12:00:00 AM
Location: 410 E Florida Ave Midland, TX 79701-7366

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

Replacement of industrial Refrigerator in service to homeless meal program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$14,423.98	\$10,469.36	\$10,469.36
Total	Total			\$14,423.98	\$10,469.36	\$10,469.36

Proposed Accomplishments

People (General) : 100

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Church on Wheels Breaking Bread Ministries replaced an old commercial refrigerator and freeze unit with an up to date energy efficient commercial refrigerator unit to serve homeless individuals and families on a daily basis.	



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PGM Year: 2023
Project: 0005 - Homebuyer Assistance Program
IDIS Activity: 427 - Homebuyers Assistance Program
Status: Completed 9/30/2024 12:00:00 AM
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Homeownership Assistance-excluding
Housing Counseling under 24 CFR
5.100 (13B)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/05/2023

Description:

The CDBG program will provide downpayment and closing cost to qualified families for first-time home ownership.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	PI			\$64,000.00	\$64,000.00	\$64,000.00
Total	Total			\$64,000.00	\$64,000.00	\$64,000.00

Proposed Accomplishments

Households (General) : 10

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	3	3	0	0	3	3	0	0
Black/African American:	2	0	0	0	2	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	5	19.51	0	0	5	3	0	0

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Female-headed Households: 5 0 5

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	3	0	3	0
Moderate	2	0	2	0
Non Low Moderate	0	0	0	0
Total	5	0	5	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The CDBG Office assisted 5 families with down-payment and closing cost for the first-time homeowner's program.	



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PGM Year: 2023
Project: 0006 - Senior Center Nutrition Program
IDIS Activity: 428 - Senior Center Program
Status: Completed 9/30/2024 12:00:00 AM
Location: 1803 E Indiana Ave Midland, TX 79701-5484

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

Service of noon time nutritional meals for senior citizens that attend the centers activities.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	\$66,000.00	\$0.00	\$0.00
Total	Total			\$66,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 240

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	368	194
Black/African American:	0	0	0	0	0	0	133	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	7	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	55	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	19.53	0	0	0	0	563	194

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Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	355
Low Mod	0	0	0	161
Moderate	0	0	0	47
Non Low Moderate	0	0	0	0
Total	0	0	0	563
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The congregate meals for daily nutritious lunches are imperative for Senior Center members who may not have the ability nor income to provide a warm nutritious meal to maintain a healthy lifestyle. The senior meal program provided an important role in helping seniors maintain health and independence lives. Casa de Amigos exceeded their goals and objective for the program year.	



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PGM Year: 2023
Project: 0007 - Take Home Terrific Program
IDIS Activity: 429 - Take Home Terrific Program
Status: Completed 9/30/2024 12:00:00 AM
Location: 3500 N A St Midland, TX 79705-2554

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Services for Persons with Disabilities (05B)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

The program will serve meals at the day center for disabled persons and allow for take home meals.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	\$38,000.00	\$38,000.00	\$38,000.00
Total	Total			\$38,000.00	\$38,000.00	\$38,000.00

Proposed Accomplishments

People (General) : 50

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	37	20
Black/African American:	0	0	0	0	0	0	6	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	19.55	0	0	0	0	44	20

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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	35
Low Mod	0	0	0	5
Moderate	0	0	0	4
Non Low Moderate	0	0	0	0
Total	0	0	0	44
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Mission Adult Day Center had a census of participants that is a direct reflection of their ability to successful meet the goals of the Take Home Terrific Program by collaborating with other senior service providers to generate solid referral opportunities and admissions. Mission Adult Day Center served 44 special needs persons a total of 11,440 meals during the program year to assure a well balanced diet and health support.	



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PGM Year: 2023

Project: 0008 - Midland Senior Life Meals on Wheels CV-19

IDIS Activity: 430 - Meals on Wheels CV19

Status: Open

Location: 3301 Sinclair Ave Midland, TX 79707-6620

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Other Public Services Not Listed in
05A-05Y, 03T (05Z)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

Senior Life Midland will provide meals to homebound persons on the local economy when issues arise with the kitchen prep.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$17,823.00	\$0.00	\$0.00
Total	Total			\$17,823.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 500

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	675	271
Black/African American:	0	0	0	0	0	0	165	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	19.57	0	0	0	0	840	271

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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	792
Moderate	0	0	0	48
Non Low Moderate	0	0	0	0
Total	0	0	0	840
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The program served (51%) of low moderate income people in the homebound meals activity.	



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PGM Year: 2023

Project: 0008 - Midland Senior Life Meals on Wheels CV-19

IDIS Activity: 431 - Salvation Army Homeless Meals CV19

Status: Completed 9/30/2024 12:00:00 AM

Location: 600 E Wall St Midland, TX 79701-4937

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Operating Costs of Homeless/AIDS
Patients Programs (03T)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

Salvation Army will provide nutritious meals to unsheltered person at the facility.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$100,000.00	\$100,000.00	\$100,000.00
Total	Total			\$100,000.00	\$100,000.00	\$100,000.00

Proposed Accomplishments

People (General) : 270

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Salvation Army accomplished its goals and objective for the program year by housing 307 unique homeless persons for overnight stays, providing 103,740 meals and retaining 2 jobs during the program year.	



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PGM Year: 2023
Project: 0010 - MMH Mental Health CRISP indigent program CV-19
IDIS Activity: 432 - MMH Mental Health CRISP Indigent Program CV19

Status: Open
Location: 300 N Loraine St Midland, TX 79701-4725

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Mental Health Services (05O)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

MMH will provide mental health and related service to indigent and homeless person presenting at the ER for services.
Follow-up referral will also be provided.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$20,000.00	\$0.00	\$0.00
Total	Total			\$20,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 200

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Midland Memorial Hospital Mental Health and Wellness office partnered with community organizations to link clients with essential services in order to stabilize unhealthy outcomes. The wellness office assisted other organizations such as Family Promise, Thriving United Inc., and PermianCare's substance use division with needed bus passes and indigent follow-up services to continue clients recovery process.	



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PGM Year: 2023
Project: 0011 - Casa de Amigos Senior Resiliency Program COVID-19
IDIS Activity: 433 - Senior Mental Health Resiliency Program CV19
Status: Completed 9/30/2024 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Mental Health Services (050)
National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 12/11/2023

Description:

Mental Health and resiliency education skill will be taught to center attendants.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW480023	\$46,000.00	\$0.00	\$0.00
Total	Total			\$46,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 60

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Senior Resiliency Program participants were involved in a 15-week program dedicated to educating and empowering participants with coping skills, knowledge while incorporating fun and engaging activities. Topics discussed were mental health, stages of life, anxiety, depression, grief and coping, technology and nutrition.	



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PGM Year: 2023
Project: 0012 - Home Cleaning Program
IDIS Activity: 434 - Casa de Amigos Home Cleaning Program

Status: Completed 9/30/2024 12:00:00 AM
Location: 1101 Garden Ln Midland, TX 79701-3683

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

Casa staff will provide house cleaning service and welfare checks of homebound seniors

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC480023	\$5,270.00	\$5,270.00	\$5,270.00
		2022	B22MC480023	\$39,730.00	\$32,241.80	\$32,241.80
Total	Total			\$45,000.00	\$37,511.80	\$37,511.80

Proposed Accomplishments

People (General) : 90

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	85	67
Black/African American:	0	0	0	0	0	0	21	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	19.62	0	0	0	0	0	0

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Total:	0	0	0	0	0	0	106	67
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Female-headed Households:	0		0		0			
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Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	74
Low Mod	0	0	0	32
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	106
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	106 clients were served and all were within very low to moderate income guidelines. The grant coordinator checked in on each client via phone monthly and in person at least one time a quarterly to determine if objectives were being met.	



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PGM Year: 2023

Project: 0014 - Housing Minor Repairs

IDIS Activity: 435 - OHAP Minor Repair Program

Status: Completed 9/30/2024 12:00:00 AM

Location: 3100 W Michigan Ave 406 S TYLER 900 W
MONTGOMERY Midland, TX 79701-6222

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

Homeowners will have the opportunity to repair/replace roof, water heaters, outside sewer, gas and water lines.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	\$21,000.00	\$21,000.00	\$21,000.00
		2021	B21MC480023	\$24,319.00	\$24,319.00	\$24,319.00
Total	Total			\$45,319.00	\$45,319.00	\$45,319.00

Proposed Accomplishments

Housing Units : 10

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	5	5	0	0	5	5	0	0
Black/African American:	2	0	0	0	2	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic: PACKET	0	19.64	0	0	0		December 17, 2024	0



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Total: 7 5 0 0 7 5 0 0

Female-headed Households: 1 0 1

Income Category:

	Owner	Renter	Total	Person
Extremely Low	6	0	6	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	7	0	7	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The OHAP Minor Repair Program met its objectives	



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PGM Year: 2023
Project: 0013 - Infrastructure Benton St. and Camp Ave
IDIS Activity: 436 - Benton St Sidewalk-Camp Ave Infrastructure Program
Status: Completed 9/30/2024 12:00:00 AM
Location: 300 S Benton St Midland, TX 79701-2414
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 12/11/2023

Description:

Road Construction and Sidewalk Construction will be preformed to improve pedestrian travel in neighborhoods.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC480023	\$392,772.41	\$392,772.41	\$392,772.41
		2023	B23MC480023	\$57,227.59	\$57,227.59	\$57,227.59
Total	Total			\$450,000.00	\$450,000.00	\$450,000.00

Proposed Accomplishments

People (General) : 400
Total Population in Service Area: 2,026
Census Tract Percent Low / Mod: 48.90

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	Camp street had major improvements to asphalt pavement surface, concrete laydown curb and gutters, wastewater manholes, and fire hydrants,	



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PGM Year: 2023

Project: 0002 - Thriving United Peer Support Outreach

IDIS Activity: 437 - Thriving United Peer Support Specialist

Status: Completed 9/30/2024 12:00:00 AM

Location: 301 E Illinois Ave Midland, TX 79701-4853

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Substance Abuse Services (05F)

National Objective: URG

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 11/08/2023

Description:

Certified Peer Support Specialist will perform street out reach to homeless and substances abusers to include treatment and housing services referrals

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC480023	\$3,995.95	\$3,995.95	\$3,995.95
		2021	B21MC480023	\$8,047.81	\$8,047.81	\$8,047.81
		2022	B22MC480023	\$70,956.24	\$60,486.88	\$60,486.88
Total	Total			\$83,000.00	\$72,530.64	\$72,530.64

Proposed Accomplishments

People (General) : 1,500

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2023	The Peer support team had 1615 interactions with individuals in need of homeless and substance abuse recovery services during the grant year. Interactions and referrals consisted of Intakes, Reach-Ins, Mental Health, Drug Treatment, Drivers Licenses, Social Security Cards, Id's, Food and Housing Referrals.	



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Total Funded Amount:	\$8,493,003.76
Total Drawn Thru Program Year:	\$8,253,215.49
Total Drawn In Program Year:	\$1,493,980.26



PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,049,398.52
02 ENTITLEMENT GRANT	1,067,091.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	85,075.86
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	18,176.55
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,219,741.93
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,159,888.37
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,159,888.37
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,159,888.37
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,059,853.56
PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,065,987.73
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,065,987.73
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	91.90%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	182,153.93
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	182,153.93
32 ENTITLEMENT GRANT	1,067,091.00
33 PRIOR YEAR PROGRAM INCOME	123,535.76
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	198,247.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,388,873.76
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.12%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	0.00
42 ENTITLEMENT GRANT	1,067,091.00
43 CURRENT YEAR PROGRAM INCOME	85,075.86
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,152,166.86
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	0.00%



LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	6	415	6822125	Gym (MLK), replace floor in Weight room/security lights	03E	LMA	\$30,000
2022	7	417	6886973	Southeast Senior Center Covered Out Doors Area	03E	Matrix Code	\$30,000
2022	7	417	6929767	Southeast Senior Center Covered Out Doors Area	03F	LMJFI	\$33,779
					03F	LMJFI	\$166,221
					03F	Matrix Code	\$200,000
2022	7	418	6831867	Southeast Senior Center Parking Lot Replacement	03G	LMJFI	\$54,250
2022	7	418	6929767	Southeast Senior Center Parking Lot Replacement	03G	LMJFI	\$24,542
2023	1	424	6896678	Hellinghausen Hope Low Income Development Parking Lot	03G	LMA	\$50,000
					03G	Matrix Code	\$128,792
2023	13	436	6921330	Benton St Sidewalk-Camp Ave Infrastructure Program	03K	LMA	\$450,000
					03K	Matrix Code	\$450,000
1994	2	2	6865756	CDBG COMMITTED FUNDS ADJUSTMENT	03Z	LMA	(\$18,176)
					03Z	Matrix Code	(\$18,176)
2022	3	413	6822125	Home Cleaning Program	05A	LMC	\$34,111
					05A	Matrix Code	\$34,111
2023	7	429	6869489	Take Home Terrific Program	05B	LMC	\$8,814
2023	7	429	6886977	Take Home Terrific Program	05B	LMC	\$8,811
2023	7	429	6905621	Take Home Terrific Program	05B	LMC	\$8,281
2023	7	429	6921330	Take Home Terrific Program	05B	LMC	\$4,588
2023	7	429	6937233	Take Home Terrific Program	05B	LMC	\$7,500
					05B	Matrix Code	\$38,000
2023	12	434	6921330	Casa de Amigos Home Cleaning Program	05Z	LMC	\$37,511
					05Z	Matrix Code	\$37,511
2022	2	411	6829351	Homebuyer Assistance	13B	LMH	\$30,964
2022	2	411	6829352	Homebuyer Assistance	13B	LMH	\$15,000
2022	2	411	6829494	Homebuyer Assistance	13B	LMH	\$10,464
2023	5	427	6869489	Homebuyers Assistance Program	13B	LMH	\$15,000
2023	5	427	6921330	Homebuyers Assistance Program	13B	LMH	\$9,000
2023	5	427	6929767	Homebuyers Assistance Program	13B	LMH	\$15,000
2023	5	427	6937233	Homebuyers Assistance Program	13B	LMH	\$25,000
					13B	Matrix Code	\$120,429
2023	14	435	6869489	OHAP Minor Repair Program	14A	LMH	\$33,050
2023	14	435	6874644	OHAP Minor Repair Program	14A	LMH	\$6,600
2023	14	435	6905621	OHAP Minor Repair Program	14A	LMH	\$5,241
2023	14	435	6937233	OHAP Minor Repair Program	14A	LMH	\$42,000
					14A	Matrix Code	\$45,319
Total							\$1,065,987

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2022	3	413	6822125	No	Home Cleaning Program	B19MC480023	EN	05A	LMC	\$34,111
								05A	Matrix Code	\$34,111
2023	7	429	6869489	No	Take Home Terrific Program	B22MC480023	EN	05B	LMC	\$8,811
2023	7	429	6886977	No	Take Home Terrific Program	B22MC480023	EN	05B	LMC	\$8,811



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2023
MIDLAND , TX

DATE: 12-05-
TIME: 12:
PAGE:

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2023	7	429	6905621	No	Take Home Terrific Program	B22MC480023	EN	05B	LMC	\$8,281
2023	7	429	6921330	No	Take Home Terrific Program	B22MC480023	EN	05B	LMC	\$4,588
2023	7	429	6937233	No	Take Home Terrific Program	B22MC480023	EN	05B	LMC	\$7,503
									05B Matrix Code	\$38,000
2023	2	437	6896836	No	Thriving United Peer Support Specialist	B20MC480023	EN	05F	URG	\$3,995
2023	2	437	6896836	No	Thriving United Peer Support Specialist	B21MC480023	EN	05F	URG	\$8,047
2023	2	437	6896836	No	Thriving United Peer Support Specialist	B22MC480023	EN	05F	URG	\$37,810
2023	2	437	6921330	No	Thriving United Peer Support Specialist	B22MC480023	EN	05F	URG	\$22,676
									05F Matrix Code	\$72,530
2023	12	434	6921330	No	Casa de Amigos Home Cleaning Program	B21MC480023	EN	05Z	LMC	\$5,270
2023	12	434	6921330	No	Casa de Amigos Home Cleaning Program	B22MC480023	EN	05Z	LMC	\$32,241
									05Z Matrix Code	\$37,511
										\$182,153
										\$182,153
				No	Activity to prevent, prepare for, and respond to Coronavirus					
										\$182,153
										\$182,153



City Council Meeting

Item Number: 20
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Isaac Garnett, Manager, Community Development
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH THE MIDLAND COUNTY HOSPITAL DISTRICT; AND ALLOCATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The City's 2024/2025 Community Development Block Grant (CDBG) entitlement includes contracting with a local organization totaling \$17,396. The contract will be considered for approval with Midland County Hospital District on the December 17, 2024 council meeting. The contract support social services targeting assistance to low-income residents, earning less than 80 percent of the median area income.

Recommended City Council Action:

Approve

Fiscal Impact:

\$17,396 is available in the 2020 CARES CV19 Block Grant Project (700299) within the Community Development Block Grant Fund (060) and allocated to Midland County Hospital District for the Community Referral and Indigent Services Programs (CRISP).

Strategic Priority:

(Quality of Life and Place)

Discussion:

The Fifth Year Action Plan outlines specific priorities and objectives, detailing how HUD

resources will be allocated through contracts. The Community Development Block Grant office will fund the following program; Midland County Hospital District - Mental Health & Wellness (CRISP) CV19 Program reflecting the commitment to address key community needs and support the stated objectives and align with previous Council action taken on July 23, 2024, wherein the City of Midland's 2024-2025 Fifth Year Action Plan to the Consolidated Plan for Community Development and Housing Funds for the City's Fiscal Years 2020-2024 was adopted.

Frederick D. Out

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT WITH THE MIDLAND COUNTY
HOSPITAL DISTRICT; AND ALLOCATING FUNDS**

WHEREAS, the Midland County Hospital District has agreed to provide services for the Community Referral and Indigent Services CV19 Program for \$17,396.00; and

WHEREAS, the City Council finds it to be in the public interest to enter into a contract with the Midland County Hospital District for said services;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Community Development Block Grant contract with The Midland County Hospital District to provide community relief services with grant funds received from the United States Department of Housing and Urban Development. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That \$17,396.00 shall be available in the 2020 CARES CV19 Block Grant Project (700299) within the Community Development Block Grant Fund (060) and allocated to the Midland County Hospital District for The Community Referral and Indigent Services Program (CRISP).

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to The Midland County Hospital District pursuant to the terms of said contract, not to exceed the contracted price, upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, 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

Christy Weakland, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND
MIDLAND COUNTY HOSPITAL DISTRICT
FOR THE COMMUNITY REFERRAL AND INDIGENT SERVICES CV19
PROGRAM**

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and the **MIDLAND COUNTY HOSPITAL DISTRICT** ("Hospital");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Hospital shall perform the Community Referral and Indigent Services CV19 Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Hospital is authorized to incur costs against a total amount of SEVENTEEN THOUSAND THREE HUNDRED NINETY-SIX DOLLARS (\$17,396.00). Payments shall be made on a reimbursement basis to Hospital for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Hospital upon certification by Hospital and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personnel services are requested, time sheets must be presented by Hospital to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS (\$3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Hospital will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Hospital seeks competitive bids on procurement of over TEN THOUSAND DOLLARS (\$10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS (\$2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INSURANCE

A. Hospital is self-insured and does not carry or maintain third-party commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against Hospital shall be expressly limited to the limits of liability of Hospital as a Texas governmental entity and/or hospital district as provided by applicable law. Hospital shall self-insure with liability limits of no more than \$100,000 per person, not more than \$300,000 for each single occurrence of bodily injury or death and no more than \$100,000 for each single occurrence for injury to or destruction of property. Hospital shall self-insure to cover its respective employees with maximum limits of liability of \$100,000 per person and \$300,000 per occurrence and otherwise be consistent with all requirements of state law.

B. Hospital shall produce a self-insurance confirmation letter to the following:

1. City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702.

V. INDEPENDENT CONTRACTOR

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

VI. APPLICABLE LAWS, ORDINANCES

Hospital shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Hospital hereby agrees as follows:

A. Hospital will comply with the policies, guidelines and requirements of 24 CFR Part

84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Hospital will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Hospital will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Hospital will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Additionally, Hospital will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Hospital will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Hospital will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Hospital will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Hospital shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Hospital will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Hospital will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85 and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR

570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Hospital shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Hospital of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Hospital as an officer, employee, member, or program participant. Hospital shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Hospital will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Hospital shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. Hospital will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Hospital certifies that:

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

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

N. Hospital shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Hospital shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Hospital shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Hospital shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Hospital shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

VIII. TRANSFER OF ASSETS

Hospital shall, upon termination or expiration of this Agreement, transfer to City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Hospital has on hand at the time of termination. If Hospital ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Hospital shall either pay to City the fair market value of the asset or transfer control of the asset to City.

IX. RECOGNITION OF FUNDING

Hospital shall provide recognition of CDBG funding in its procurement announcements. Hospital shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

X. PROGRAM REPORTS

Monthly status reports are to be prepared by Hospital and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

XI. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XII. RELEASE

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

XIII. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XIV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, HOSPITAL AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. HOSPITAL SPECIFICALLY AGREES THAT IF HOSPITAL 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, HOSPITAL AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH HOSPITAL MIGHT OTHERWISE BE ENTITLED.

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

AS A WAIVER OF SOVEREIGN IMMUNITY.

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

XV. DEFAULT PROVISION

In the event that either Hospital or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Hospital and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Hospital have not agreed within such time upon a solution to the default, the non-defaulting party may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by the mutual consent of Hospital and City in writing.

XVI. 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, Hospital, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Hospital will settle, the physical and mailing addresses of Hospital at the time and date the claim was presented and the physical and mailing addresses of Hospital for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Hospital relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Hospital that its notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Hospital's failure to comply with the requirements herein shall perpetually bar Hospital'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. Hospital agrees that the requirements of this Agreement are reasonable.

XVII. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

XVIII. THIRD-PARTY BENEFICIARY

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

XIX. ASSIGNMENT

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

XX. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Hospital of City's election to so terminate.

XXI. VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement, or the performance of this Agreement, shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

XXII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Hospital has not been suspended or debarred from performing work on Federal contracts.

XXIII. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, 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.

XXIV. COMPLIANCE

Hospital agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Hospital agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 21st day of November, 2024.

CITY OF MIDLAND, TEXAS

MIDLAND COUNTY HOSPITAL
DISTRICT

By: _____
Lori Merritt Blong, Mayor

By:  _____

Name: Stephen Bowerman

Title: President & CEO

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Isaac Garnett, Community Development
Administrator

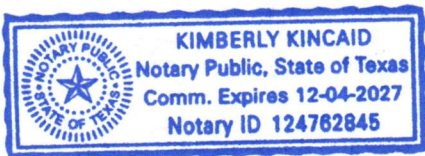
APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Stephen Bowerman**, an officer of MIDLAND COUNTY HOSPITAL DISTRICT known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said Hospital, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of November, 2024.



Kimberly Kincaid
Notary Public, State of Texas

CDBG EXHIBIT A (CV-19)

NAME: Community Referral/ Indigent Program (CRISP) Request: \$17,396

APPLICANT: Midland Memorial Hospital

Description: Mental Health & Wellness Department requests funds to support its Community Referral and Indigent Services Program (CRISP) to help individuals of all ages to recover from the devastation of the pandemic and overcome barriers to restore and stabilize health and livelihood.

The Community Referral and Indigent Program (CRISP) program objective is to provide personal services that follow participants at every point-of-service to assure connection with needed resources and supportive providers. The CRISP team will coordinate, make and follow up with participants/providers to ensure that integrated care is received thus preventing additional stress and cost on the hospital emergency room. All hardship individuals will have an evidence-based mental health screening, and a plan of care formulated toward each participant's service plan. It is expected that 100 participants will be connected with transportation vouchers to needed resources during the year.

Budget: The budgeted funds of \$17,396 will be used to help pay for transportation vouchers to supportive services for indigent individuals.

Eligibility: Per 24 CFR 570.201, mental health and indigent services are eligible for CDBG-CV19 funding. Mental Health service for hardship citizens and disabled persons is considered by HUD as eligible activities.

Consolidated Plan: Mental Health services of benefit to indigent and homeless individuals are a priority community need.

Other Comments: COVID-19 funding is the remaining balance from prior years funding from the Department of Treasury.



City Council Meeting

Item Number: 21
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION GRANTING VARIANCES FOR SIX OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,992 FEET AND 2,027 FEET EAST OF NORTH A STREET AND BETWEEN 620 FEET AND 670 FEET SOUTH OF WEST LOOP 250 NORTH); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (District 1) (Development Services)

Purpose:

The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: CHAPARRAL 110 MIPA Unit H110LS; CHAPARRAL 110 MIPA Unit H110NB; CHAPARRAL 110 MIPA Unit H120 NW; CHAPARRAL 110 MIPA Unit H110SS; CHAPARRAL 110 MIPA Unit H115WA; and CHAPARRAL 110 MIPA Unit H110WB; said wells being generally located between 1,992 feet and 2,027 feet east of north A street extension and between 620 feet and 670 feet south of W loop 250 N. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Permian Deep Rock Oil Co., LLC will be using 24 ft. tall sound walls around the perimeter of the location during drilling and fracing. In addition, a quiet type frac system that will utilize an electric frac fleet, with power generation equipment that will be staged on pad behind sound barriers. A closed loop system will be used for drilling operations so no reserve pits or cuttings will be kept on the property and the Tank Battery for these wells will be located in the county. Permian Deep Rock Oil Co., LLC is requesting the following variances:

- (1) requests variance to residence or commercial structure within 500 feet.
 - CHAPARRAL 110 MIPA Unit H110LS variance of 202 feet
 - CHAPARRAL 110 MIPA Unit H110NB variance of 213 feet
 - CHAPARRAL 110 MIPA Unit H120NW variance of 188 feet
 - CHAPARRAL 110 MIPA Unit H110SS variance of 237 feet
 - CHAPARRAL 110 MIPA Unit H115WA variance of 224 feet
 - CHAPARRAL 110 MIPA Unit H110WB variance of 216 feet
- (2) requests variance for fencing the drill pad instead of individual wells
- (3) request a variance to the landscaping and irrigation to follow Surface Use Agreement.
- (4) requests to allow for Twenty-four-hour hydraulic fracturing operations
- (5) requests variance to remove drill cuttings from the location per the Surface Agreement with the City of Midland.

Attachments: Applications; Location maps; Exhibit - Drill site map, Exhibit – Flow Line Location.

Meeting Date Display



City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING VARIANCES FOR SIX OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,992 FEET AND 2,027 FEET EAST OF NORTH A STREET AND BETWEEN 620 FEET AND 670 FEET SOUTH OF WEST LOOP 250 NORTH); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, “Police Regulations,” Chapter 1, “General Offenses,” of the City Code of Midland, Texas, so as to establish Section 23, “Oil and Gas Well Permits issued on or after January 1, 2010,” which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested variances in order to allow said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on November 12, 2024; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds and determines that granting permits to Operator to drill oil and gas wells on the property described in Section Two hereof will not present a health or safety risk; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and variances are hereby granted for oil and gas wells to be located on the property described in Section Two hereof by allowing said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure subject to

the conditions of the permits authorized in Section Two.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Chaparral 110 MIPA Unit H110LS; Chaparral 110 MIPA Unit H110NB; Chaparral 110 MIPA Unit H120NW; Chaparral 110 MIPA Unit H110SS; Chaparral 110 MIPA Unit H115WA; and Chaparral 110 MIPA Unit H110WB;

located in Section 14, Block 39, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits “A” through “F” and incorporated herein for all legal purposes.

SECTION THREE. That said permits do not require a new road repair agreement but shall be consolidated under the existing road repair agreement between Operator and the City of Midland for Operator’s wells located on the property described in Section Two hereof.

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., 2024, 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:

John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's CHAPARRAL 110 MIPA Unit H110LS oil and gas well shall be 2,013 feet from the north line and 655 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 202 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's CHAPARRAL 110 MIPA Unit H110NB oil and gas well shall be 2,006 feet from the north line and 620 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 213 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's CHAPARRAL 110 MIPA Unit H120NW oil and gas well shall be 2,027 feet from the north line and 641 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 188 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's CHAPARRAL 110 MIPA Unit H110SS oil and gas well shall be 1,978 feet from the north line and 648 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 237 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), to drill an oil and gas well as requested in Operator’s application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator’s CHAPARRAL 110 MIPA Unit H115WA oil and gas well shall be 1,992 feet from the north line and 634 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator’s application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 224 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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The location of Operator's CHAPARRAL 110 MIPA Unit H110WB oil and gas well shall be 1,999 feet from the north line and 670 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 216 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

RESOLUTION NO. _____

RESOLUTION GRANTING VARIANCES FOR SIX OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 14, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,992 FEET AND 2,027 FEET EAST OF NORTH A STREET AND BETWEEN 620 FEET AND 670 FEET SOUTH OF WEST LOOP 250 NORTH); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, “Police Regulations,” Chapter 1, “General Offenses,” of the City Code of Midland, Texas, so as to establish Section 23, “Oil and Gas Well Permits issued on or after January 1, 2010,” which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested variances in order to allow said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on November 12, 2024; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds and determines that granting permits to Operator to drill oil and gas wells on the property described in Section Two hereof will not present a health or safety risk; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland, and variances are hereby granted for oil and gas wells to be located on the property described in Section Two hereof by allowing said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure subject to

the conditions of the permits authorized in Section Two.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

Chaparral 110 MIPA Unit H110LS; Chaparral 110 MIPA Unit H110NB; Chaparral 110 MIPA Unit H120NW; Chaparral 110 MIPA Unit H110SS; Chaparral 110 MIPA Unit H115WA; and Chaparral 110 MIPA Unit H110WB;

located in Section 14, Block 39, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits “A” through “F” and incorporated herein for all legal purposes.

SECTION THREE. That said permits do not require a new road repair agreement but shall be consolidated under the existing road repair agreement between Operator and the City of Midland for Operator’s wells located on the property described in Section Two hereof.

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., 2024, 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:

John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

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The location of Operator's CHAPARRAL 110 MIPA Unit H110LS oil and gas well shall be 2,013 feet from the north line and 655 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 202 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's CHAPARRAL 110 MIPA Unit H110NB oil and gas well shall be 2,006 feet from the north line and 620 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 213 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's CHAPARRAL 110 MIPA Unit H110SS oil and gas well shall be 1,978 feet from the north line and 648 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 237 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's CHAPARRAL 110 MIPA Unit H110WB oil and gas well shall be 1,999 feet from the north line and 670 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 216 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on December 17, 2024, considered the application of Permian Deep Rock Oil Co., LLC (“Operator”) dated September 3, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), to drill an oil and gas well as requested in Operator’s application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator’s CHAPARRAL 110 MIPA Unit H115WA oil and gas well shall be 1,992 feet from the north line and 634 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator’s application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 224 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

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The location of Operator's CHAPARRAL 110 MIPA Unit H120NW oil and gas well shall be 2,027 feet from the north line and 641 feet from the west line, Section 14, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from December 17, 2024 through December 17, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND’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 TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND’S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY’S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY’S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well’s location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. The well shall be no closer than 188 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. Landscaping and irrigation shall conform to the surface use agreement.
5. Drill cuttings shall be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of December 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of December 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 09/03/2024	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.): Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A" Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A" Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): 1. 2. 3. ATTACHED AS EXHIBIT C is List of subdivisions See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Office buildings, City Collection Center, undeveloped pasture See Exhibit "D" ATTACHED AS EXHIBIT D is Current Tax Roll from Midland Central Appraisal District, which lists the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(26)]		

PACKET

21-59

December 17, 2024

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Chaparral 110 MIPA Unit H110LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 2013' FNL & 655' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

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ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M: Road use and repair agreement attached

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29))

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

ATTACHED AS EXHIBIT V: Applicants variances

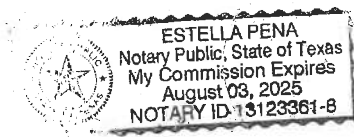
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

County of Midland)

State of TEXAS)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.



[S E A L]

Estella Peña
Notary Public, State of Texas



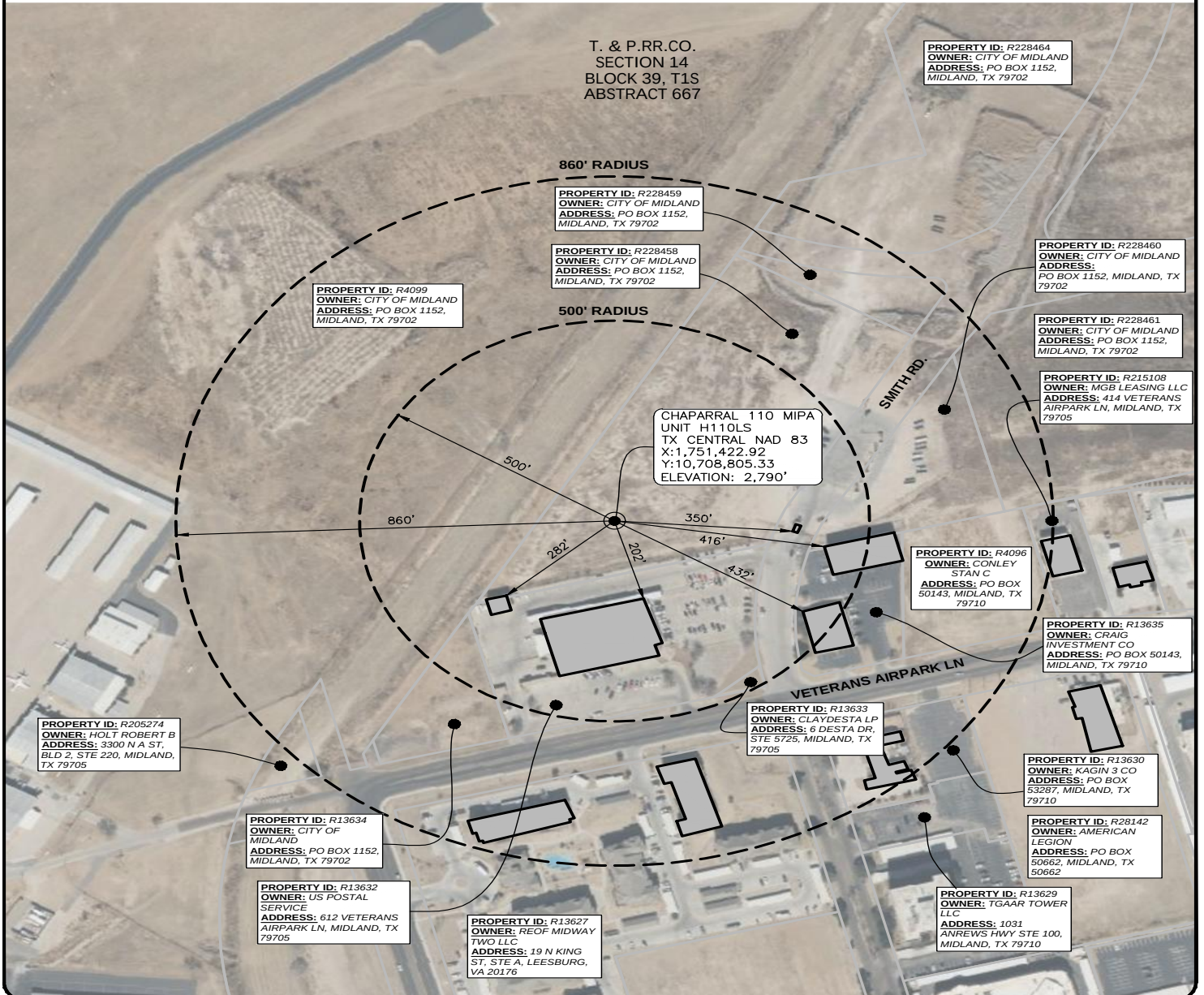
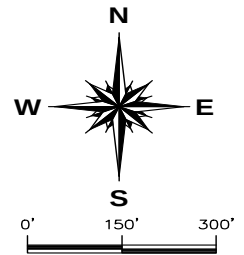
WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 6-17-24

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL 110 MIPA UNIT H110LS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 655' FSWL & 2,013' FNWL

- NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
 2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83 ZONE 14N.
 3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

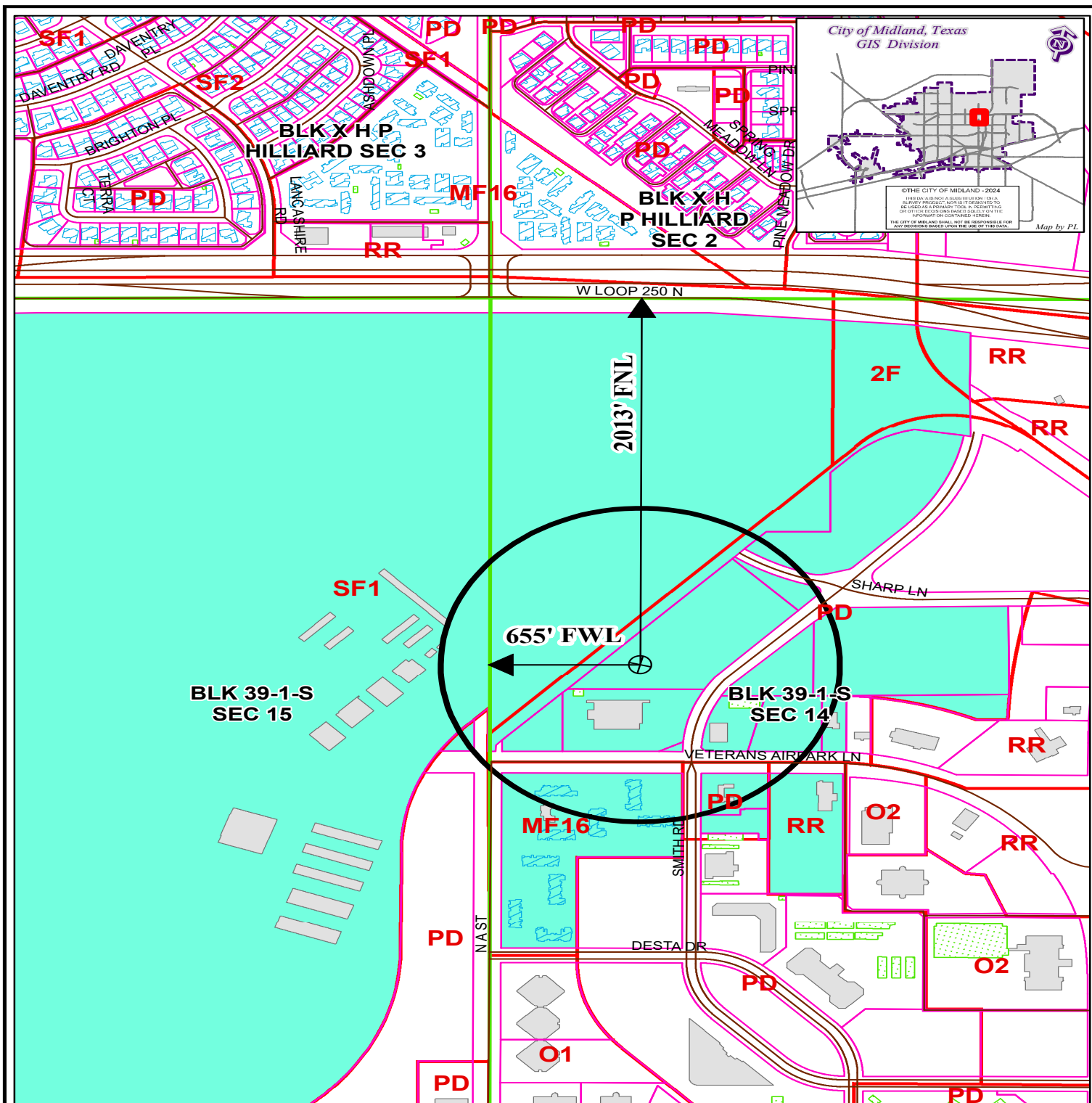


DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4
REV#	DATE	DESC.	
01	7/26/24	REVISIONS	
02	8/14/24	REVISIONS	
JOB NAME		CHAPARRAL 110 MIPA UNIT H110LS	
		24005385	

BACK

21.63

December 17, 2024



LOCATION AND ZONING MAP

Oil - 063562 - 2024

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2013' FNL and 655' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 655 feet east of North A Street extension and 2,013 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H110LS

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
1F1, 1F2, 1F3	COUNTRY ESTATE	CI, C2, C3	COMMERCIAL
MF1, MF2	ONE-FAMILY DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
	MOBILE HOME DWELLING	LI	LIGHT INDUSTRY
	TOWNHOUSE DWELLING	HI	HEAVY INDUSTRY
	TWO-FAMILY DWELLING		
	MULTIPLE FAMILY DWELLING		

December 17, 2024

2164



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 09/03/2024	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.): Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A" Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A" Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): 1. 2. 3. ATTACHED AS EXHIBIT C is List of subdivisions See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Office buildings, City Collection Center, undeveloped pasture See Exhibit "D" ATTACHED AS EXHIBIT D is Current Tax Roll from Midland Central Appraisal District, which lists the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(26)]		

PACKET

2165

December 17, 2024

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Chaparral 110 MIPA Unit H110NB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 2006' FNL & 620' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M: Road use and repair agreement attached

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

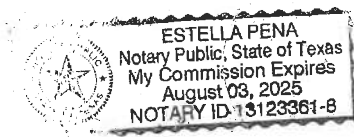
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

County of Midland)

State of TEXAS)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.



[S E A L]

Estella Peña
Notary Public, State of Texas



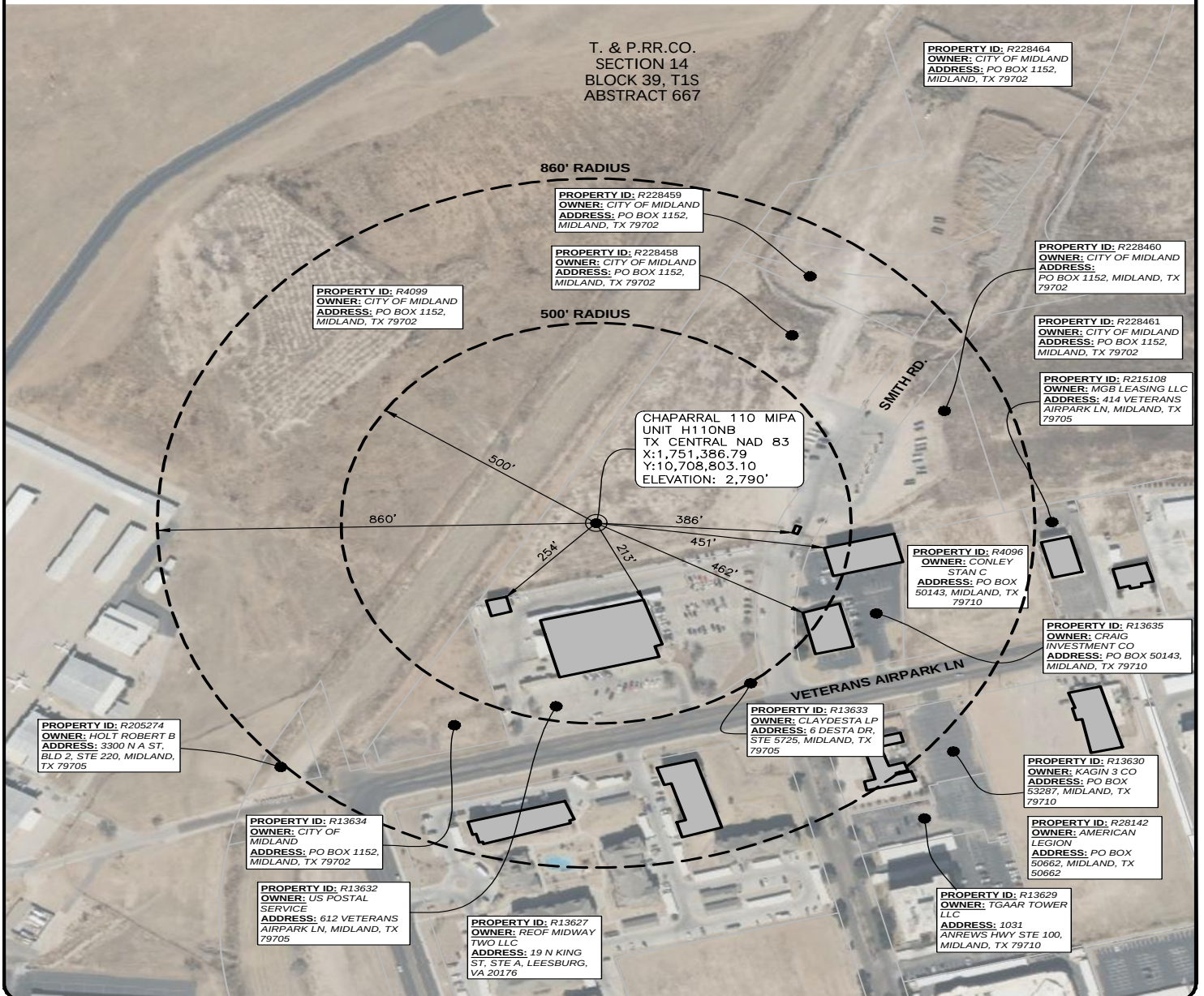
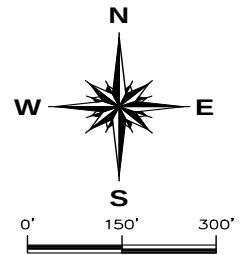
WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
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3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 6-17-24

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES.
USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

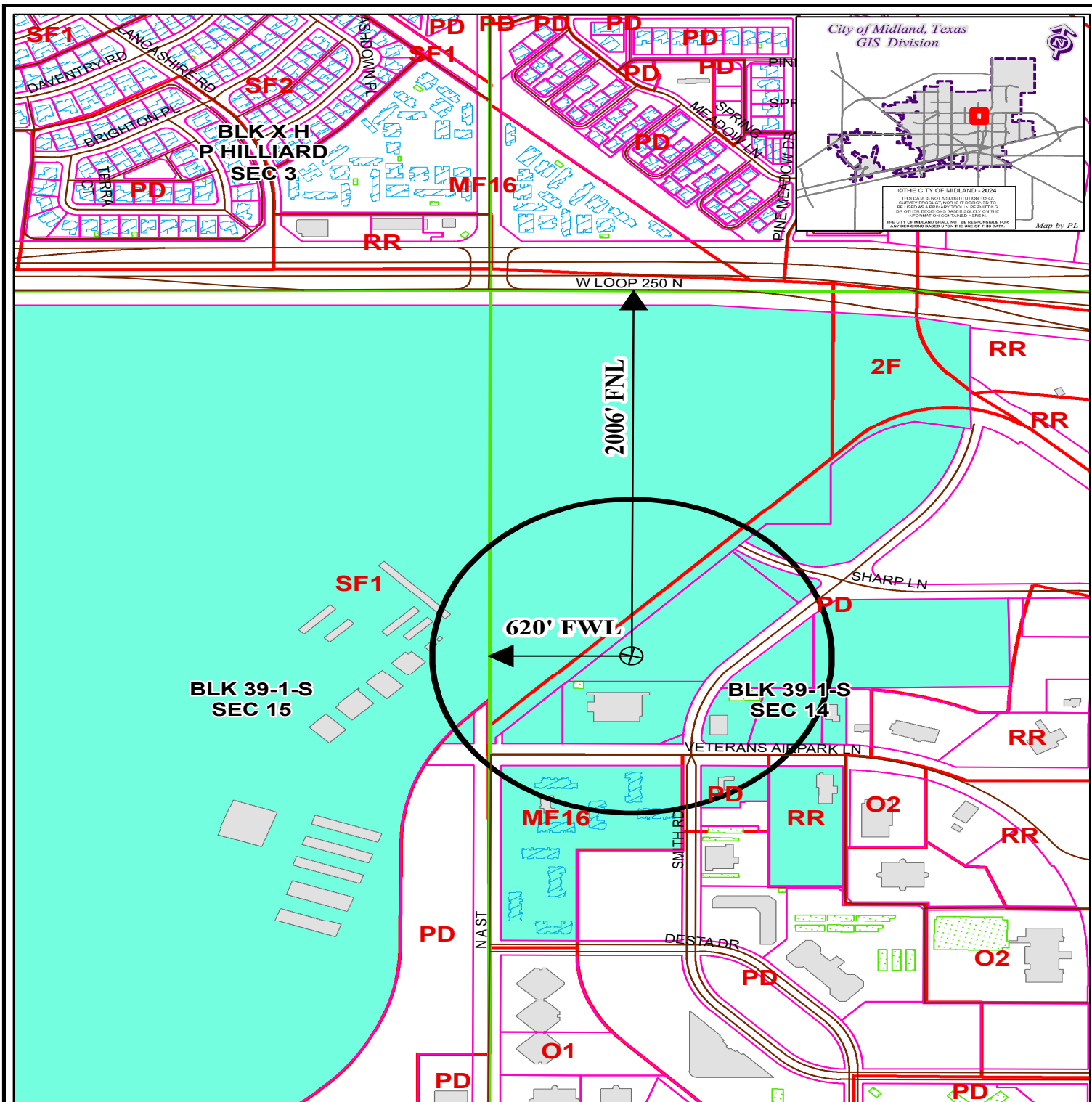
PROPOSED CHAPARRAL 110 MIPA UNIT H110NB

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 620' FSWL & 2,006' FNWL

- NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
 2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83.
 3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.



DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4
REV#	DATE	DESC.	
01	7/26/24	REVISIONS	
JOB NAME		CHAPARRAL 110 MIPA UNIT H110NB	
		24005385	



LOCATION AND ZONING MAP

Oil - 063563 - 2024

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2006' FNL and 620' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 600 feet east of North A Street extension and 2,006 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H110NB

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
FE	COUNTRY ESTATE	LI	LI
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	C1, C2, C3	COMMERCIAL
MH	MOBILE HOME DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
TH	TOWNHOUSE DWELLING	LI	LIGHT INDUSTRY
2F	TWO-FAMILY DWELLING	HI	HEAVY INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING		

December 17, 2024



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 09/03/2024	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
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PACKET

24-71

December 17, 2024

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IV. Well & Operations Information

Proposed Well Name: Chaparral 110 MIPA Unit H110SS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1978' FNL & 648' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

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ATTACHED AS EXHIBIT V: Applicants variances

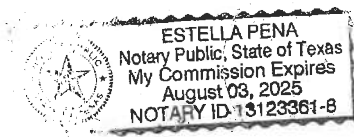
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

County of Midland)

State of TEXAS)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.



[S E A L]

Estella Peña
Notary Public, State of Texas



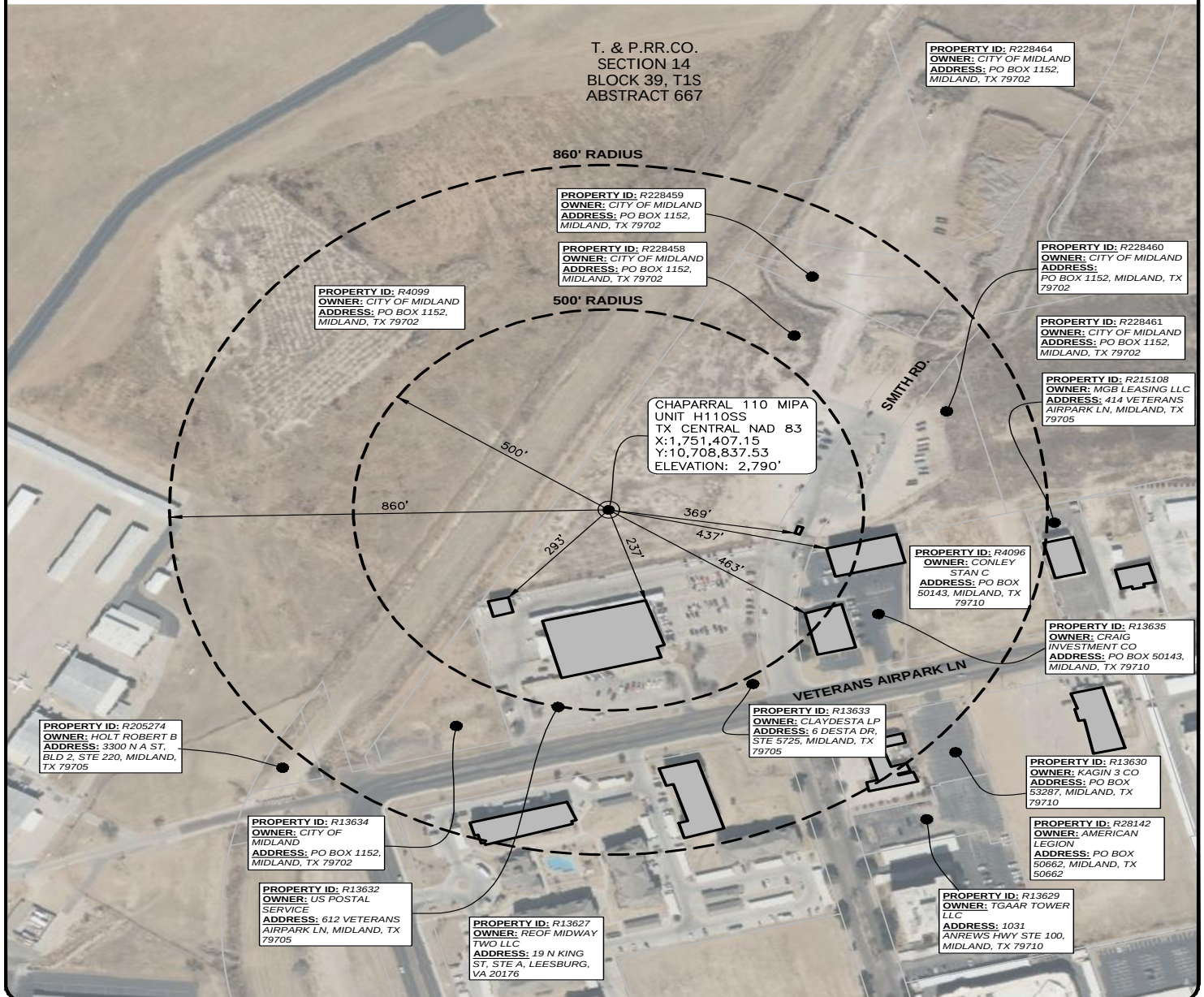
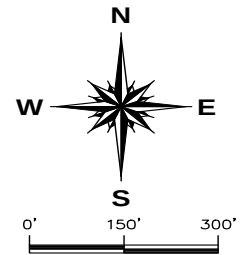
WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 6-17-24

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL 110 MIPA UNIT H110SS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 648' FSWL & 1,978' FNWL

- NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
 2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83 PLANE.
 3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

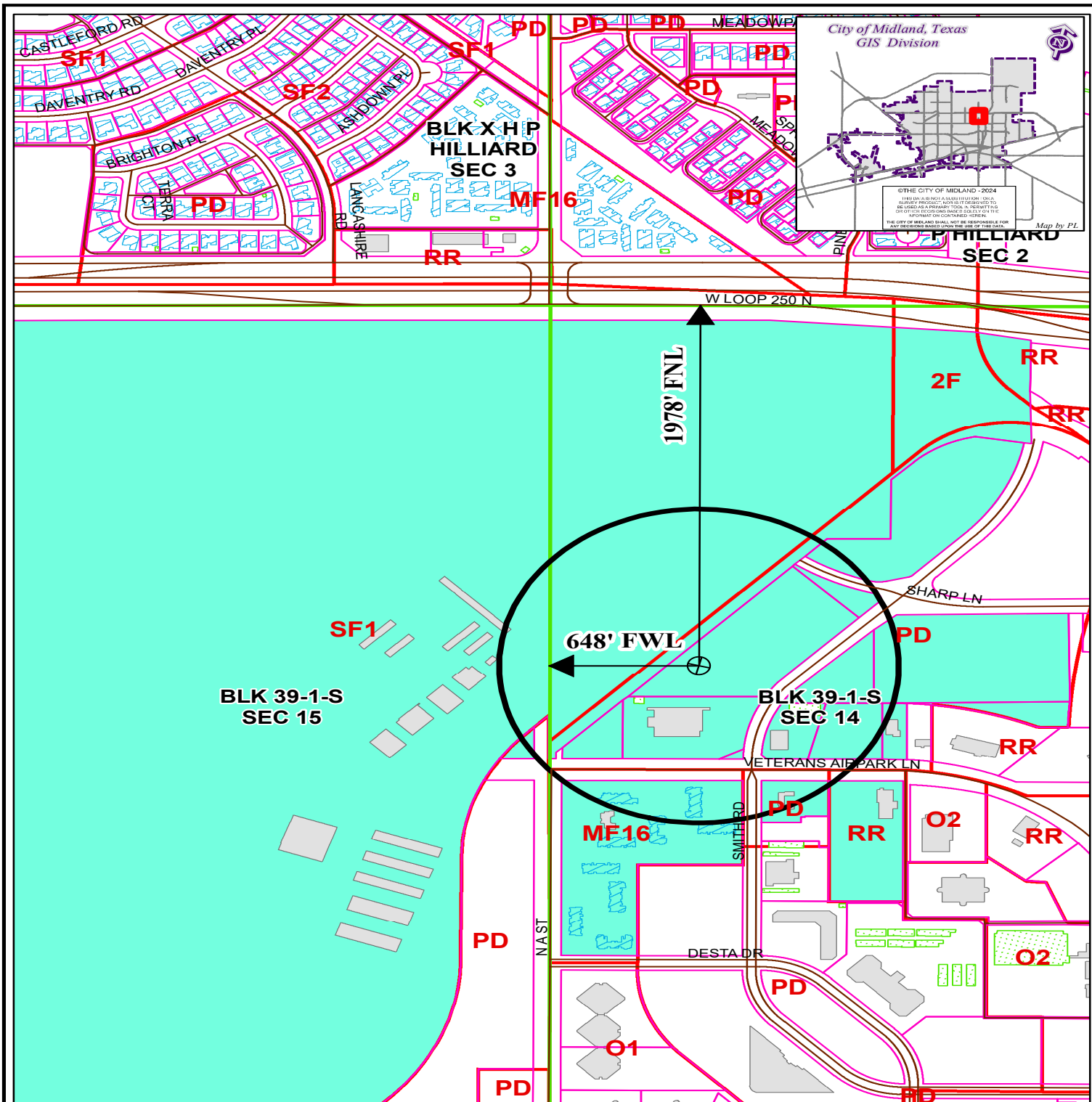


DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4
REV#	DATE	DESC.	
01	7/26/24	REVISIONS	
JOB NAME		CHAPARRAL 110 MIPA UNIT H110SS	
		24005385	

PACKED

21.75

December 17, 2024



LOCATION AND ZONING MAP

Oil - 063564 - 2024

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1978' FNL and 648' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 648 feet east of North A Street extension and 1,978 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H110SS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
1F1, 1F2, 1F3	COUNTRY ESTATE	2F	NEIGHBORHOOD SERVICE
MH	ONE-FAMILY DWELLING	CI, C2, C3	COMMERCIAL RETAIL
TH	MOBILE HOME DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TOWNHOUSE DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	TWO-FAMILY DWELLING	HI	HEAVY INDUSTRY
	MULTIPLE FAMILY DWELLING		

December 17, 2024



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 09/03/2024	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.): Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A" Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A" Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): 1. 2. 3. ATTACHED AS EXHIBIT C is List of subdivisions See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Office buildings, City Collection Center, undeveloped pasture See Exhibit "D" ATTACHED AS EXHIBIT D is Current Tax Roll from Midland Central Appraisal District, which lists the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(26)]		

PACKET

24-77

December 17, 2024

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Chaparral 110 MIPA Unit H110WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1999' FNL & 670' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M: Road use and repair agreement attached

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

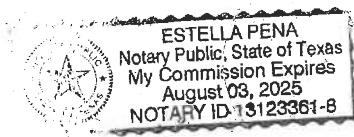
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

County of Midland)

State of TEXAS)

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[S E A L]

Estella Peña
Notary Public, State of Texas



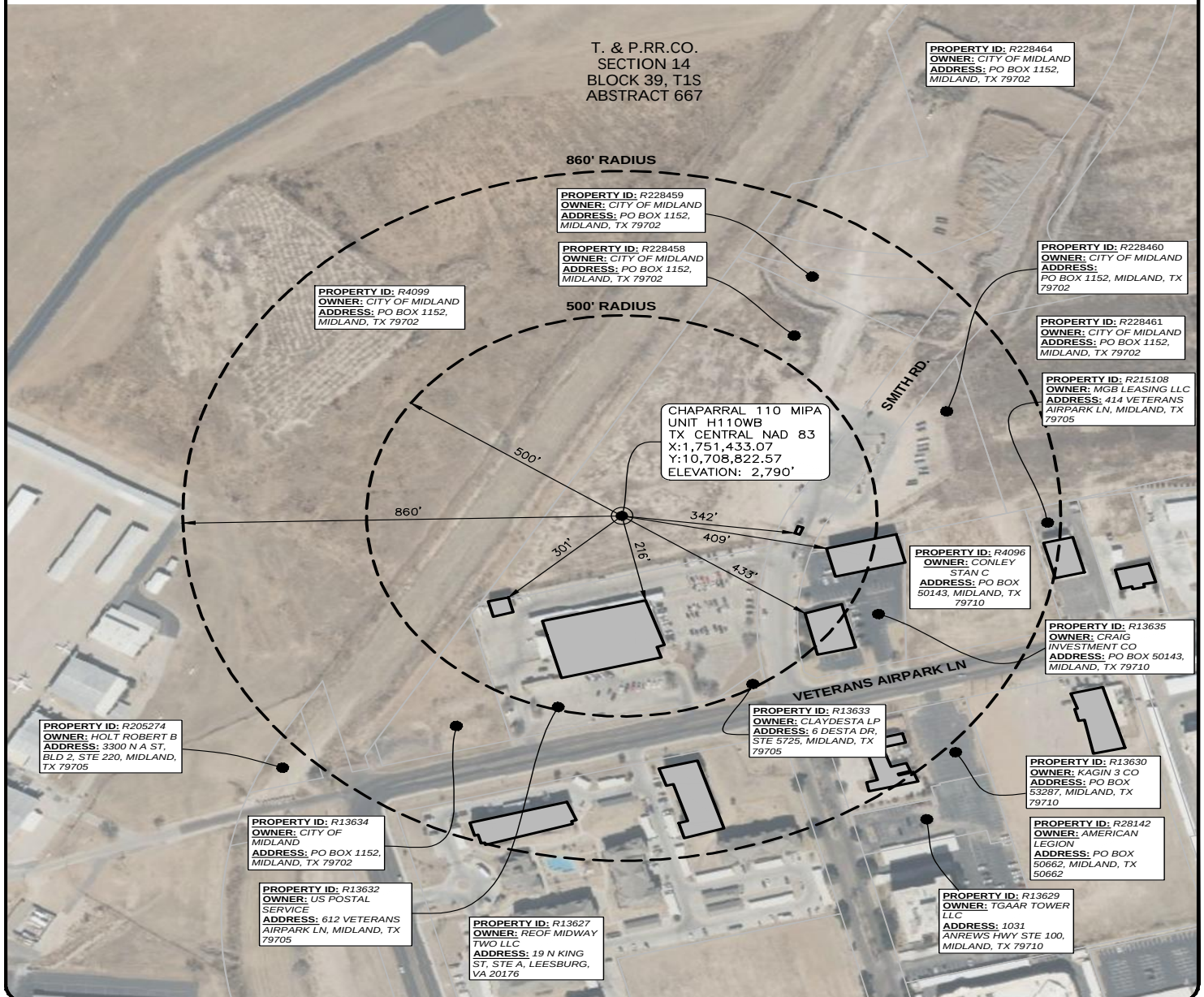
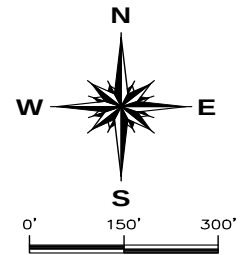
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SYMBOL LEGEND:

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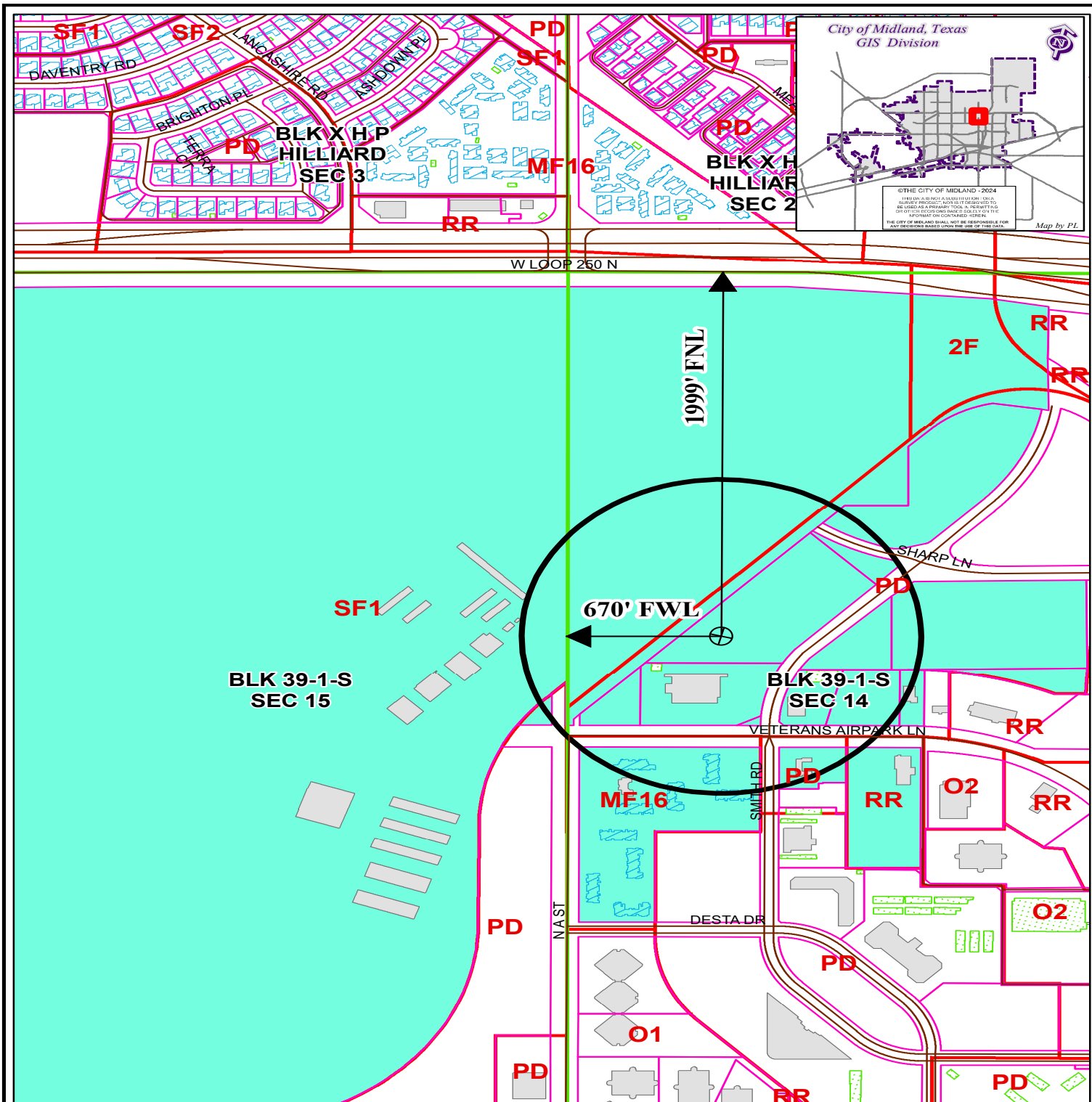
PROPOSED CHAPARRAL 110 MIPA UNIT H110WB

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 670' FSWL & 1,999' FNWL

- NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
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DRAWN	EL	DATE	7/22/24
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APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4
REV#	DATE	DESC.	
01	7/26/24	REVISIONS	
JOB NAME		CHAPARRAL 110 MIPA UNIT H110WB	
		24005385	



LOCATION AND ZONING MAP

Oil - 063565 - 2024

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1999' FNL and 670' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 670 feet east of North A Street extension and 1,999 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H110WB

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
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ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
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1F1, 1F2, 1F3	COUNTRY ESTATE	LI	LI
MF1, MF2	ONE-FAMILY DWELLING	C1, C2, C3	COMMERCIAL
	MOBILE HOME DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
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December 17, 2024



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(Pursuant to Midland City Ordinance No. 8769)

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PACKET

2183

December 17, 2024

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IV. Well & Operations Information

Proposed Well Name: Chaparral 110 MIPA Unit H115WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1992' FNL & 634' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

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(2) Operations: Oncor

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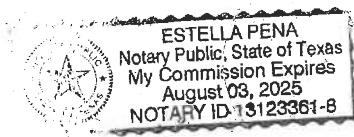
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

County of Midland)

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, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.



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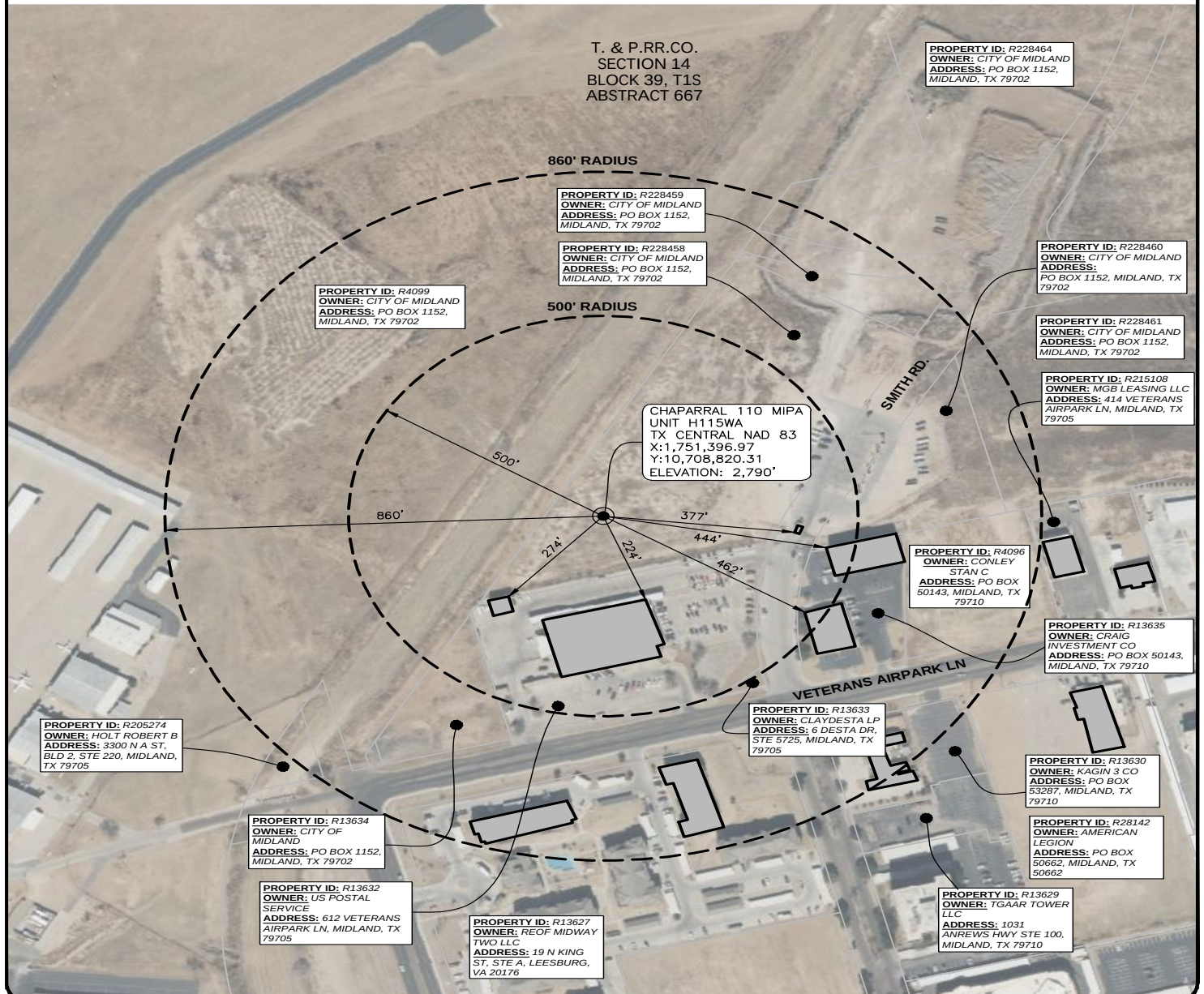
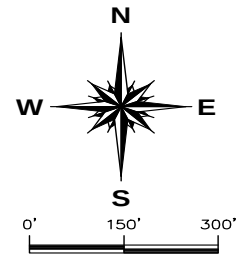
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WELL RADIUS

PROPOSED CHAPARRAL 110 MIPA UNIT H115WA

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 634' FSWL & 1,992' FNWL

- NOTES:
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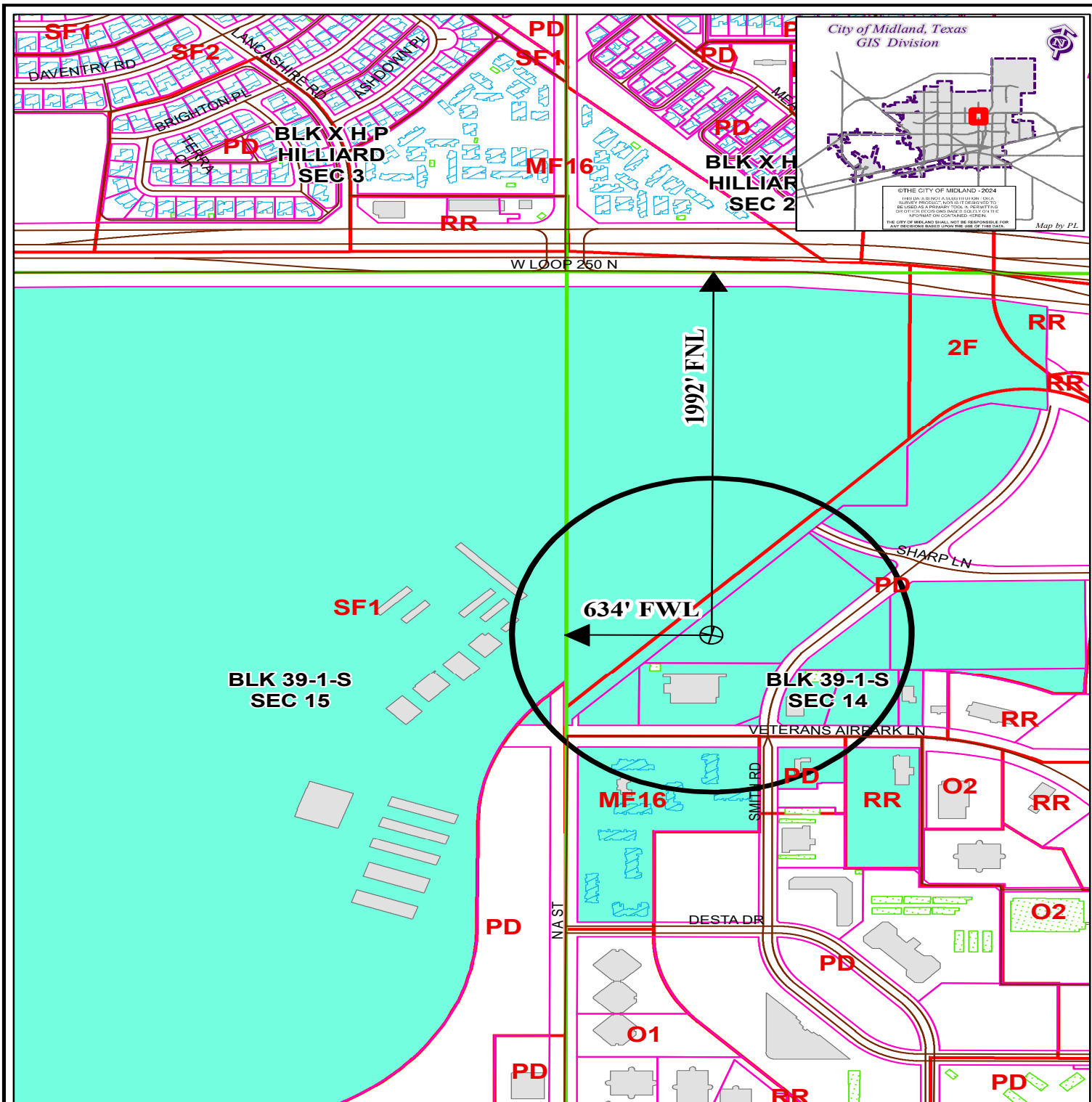


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REV#	DATE	DESC.	
01	7/26/24	REVISIONS	
JOB NAME	CHAPARRAL 110 MIPA UNIT H115WA		
	24005385		

PACKET

21.87

December 17, 2024



LOCATION AND ZONING MAP

Oil - 063567 - 2024

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1992' FNL and 634' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 600 feet east of North A Street extension and 1,992 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H115WA

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
2F	COUNTRY ESTATE	2F	NEIGHBORHOOD SERVICE
MF1, MF2, MF3	ONE-FAMILY DWELLING	2F	RETAIL
TH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
2F	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
MF1, MF2	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
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December 17, 2024



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 09/03/2024	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____ Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A" Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A" Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
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PACKET

2189

December 17, 2024

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IV. Well & Operations Information

Proposed Well Name: Chaparral 110 MIPA Unit H120NW

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 2027' FNL & 641' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M: Road use and repair agreement attached

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29))

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

ATTACHED AS EXHIBIT V: Applicants variances

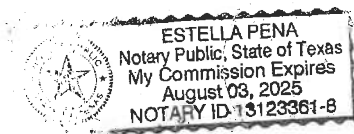
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

County of Midland)

State of TEXAS)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.



[S E A L]

Estella Peña
Notary Public, State of Texas



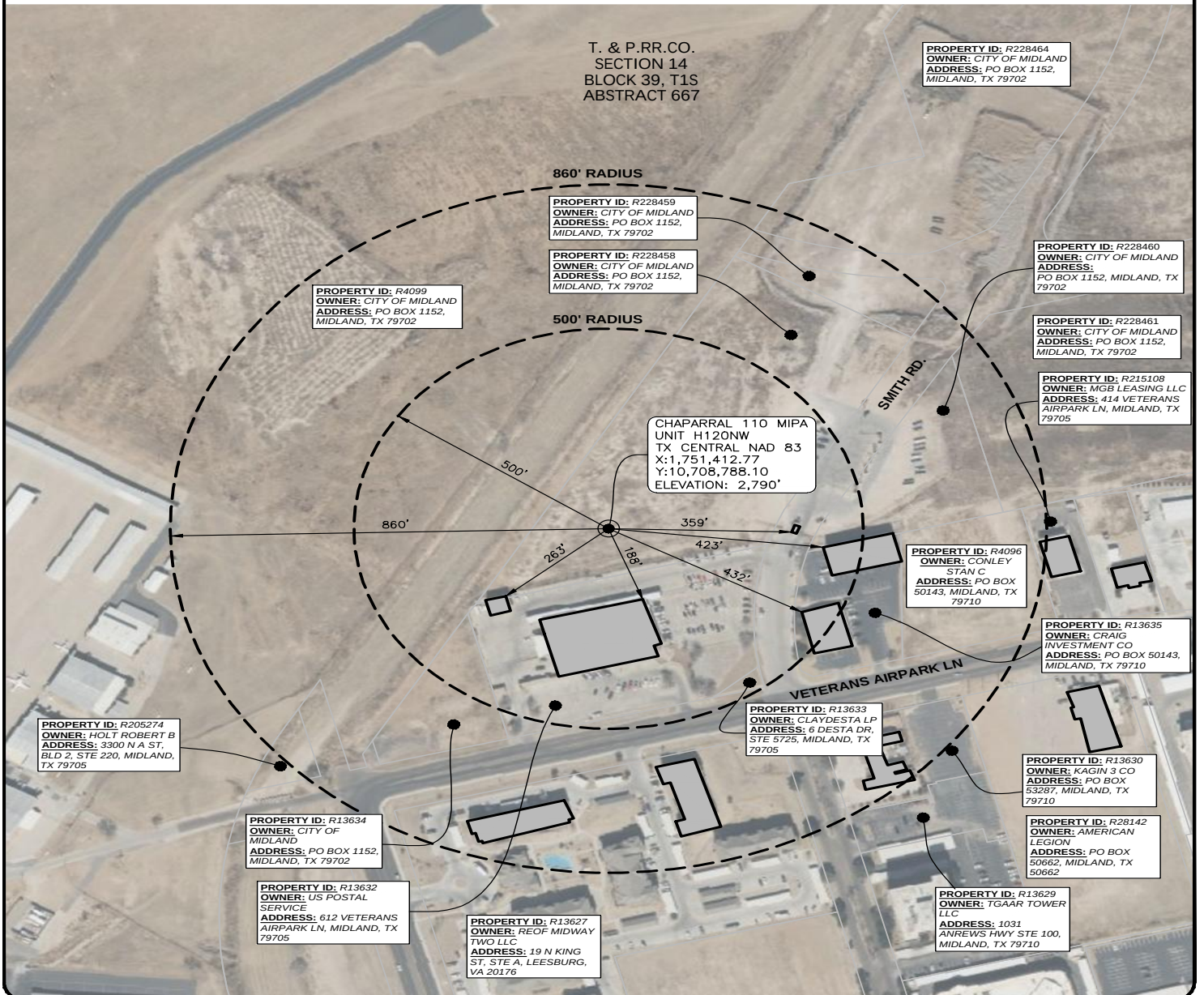
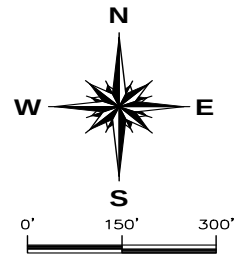
WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 6-17-24

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL 110 MIPA UNIT H120NW

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 641' FSWL & 2,027' FNWL

- NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
 2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83.
 3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

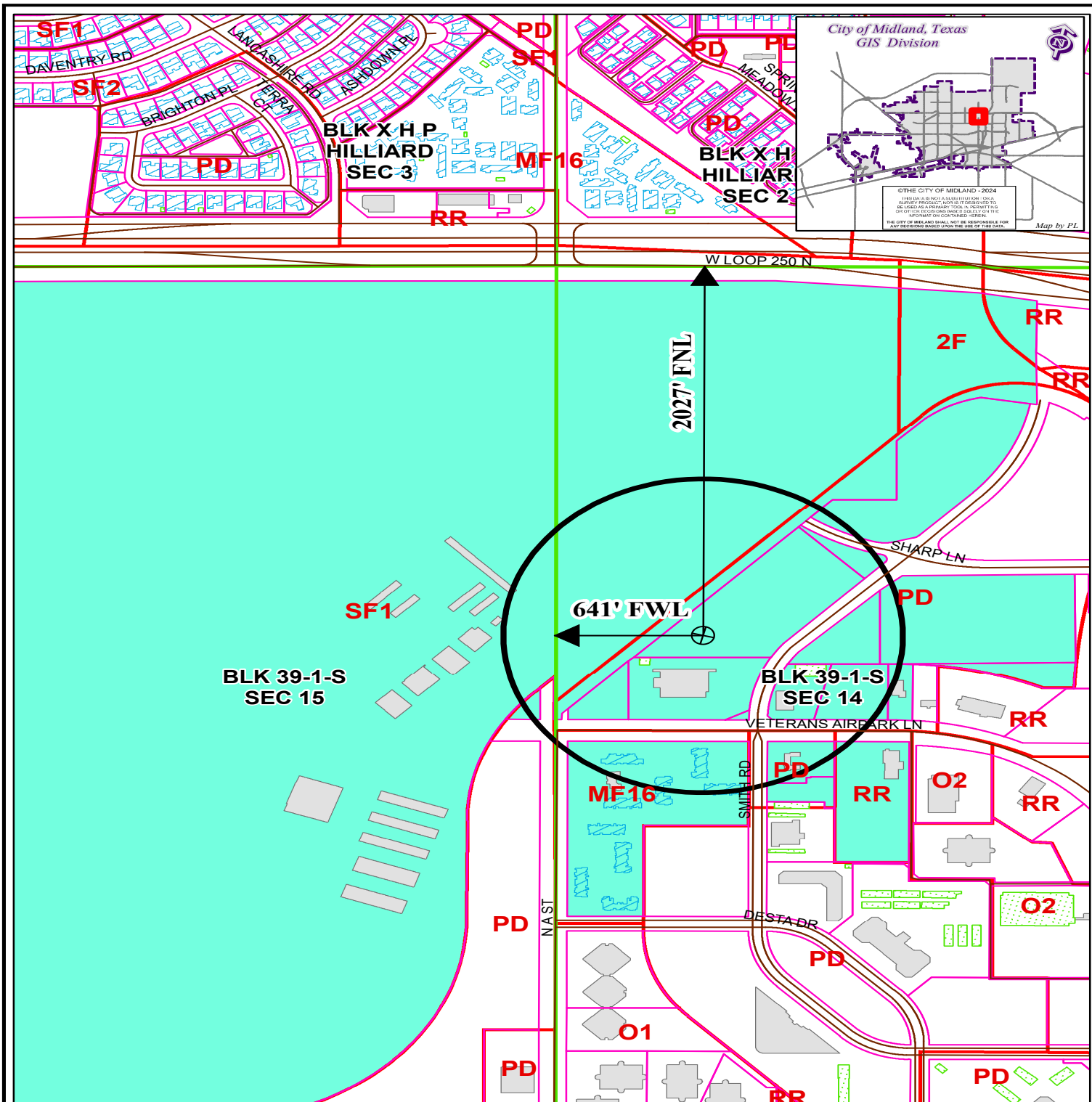


DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4
REV#	DATE	DESC.	
01	7/26/24	REVISIONS	
JOB NAME		CHAPARRAL 110 MIPA UNIT H120NW	
		24005385	

BACKED

21.93

December 17, 2024



LOCATION AND ZONING MAP

Oil - 063568 - 2024

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2027' FNL and 641' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 641 feet east of North A Street extension and 2,027 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H120NW

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

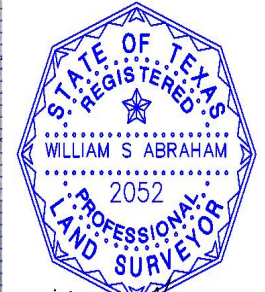
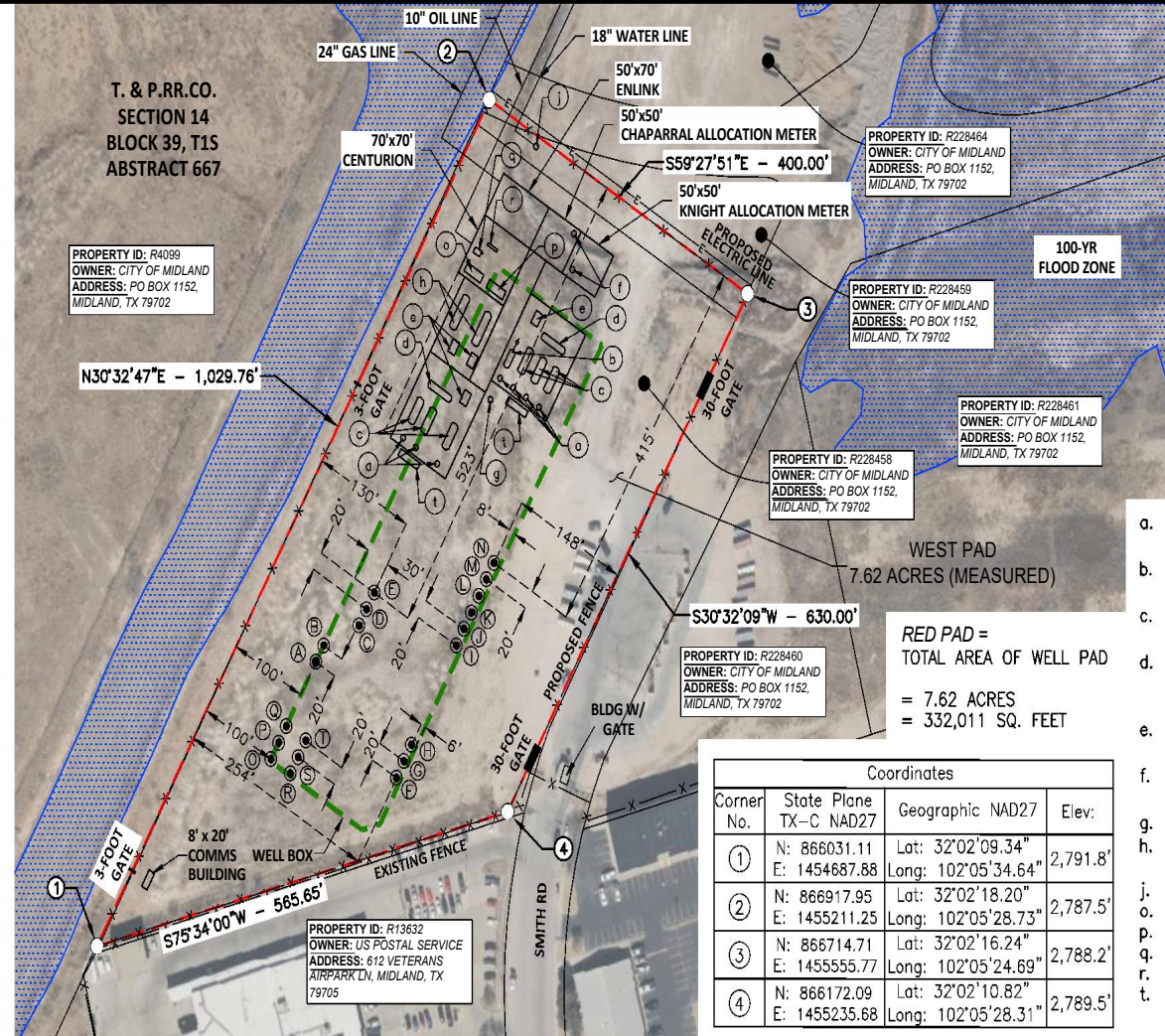
ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
1F1, 1F2, 1F3	COUNTRY ESTATE	2F	NEIGHBORHOOD SERVICE
MF1, MF2	ONE-FAMILY DWELLING	C1, C2, C3	RETAIL
	MOBILE HOME DWELLING	IP, JP1, IP2, IP3	COMMERCIAL
	TOWNHOUSE DWELLING	LI	INDUSTRIAL PARK
	TWO-FAMILY DWELLING	HI	LIGHT INDUSTRY
	MULTIPLE FAMILY DWELLING		HEAVY INDUSTRY

December 17, 2024

MIDLAND COUNTY, TEXAS

Well Information			
Well No.	State Plane TX-C NAD27	Geographic NAD27	Elev.
(A) CHAPARRAL #H110UH	N: 866329.06 E: 1454979.96	Lat: 32°02'12.33" Long: 102°05'31.31"	2,791.2'
(B) KNIGHT #H140UH	N: 866346.29 E: 1454990.13	Lat: 32°02'12.51" Long: 102°05'31.19"	2,792.5'
(C) KNIGHT 160 MIPA UNIT H160 WB	N: 866367.09 E: 1455037.33	Lat: 32°02'12.72" Long: 102°05'30.65"	2,790.6'
(D) KNIGHT 155 MIPA UNIT H155 WA	N: 866384.33 E: 1455047.49	Lat: 32°02'12.89" Long: 102°05'30.53"	2,790.5'
(E) KNIGHT 150 MIPA UNIT H150 SS	N: 866401.56 E: 1455057.64	Lat: 32°02'13.06" Long: 102°05'30.42"	2,790.4'
(F) CK MIPA ALLOC H105 WA	N: 866207.63 E: 1455087.56	Lat: 32°02'11.15" Long: 102°05'30.03"	2,790.5'
(G) KNIGHT 160 MIPA UNIT H160 MS	N: 866224.95 E: 1455097.56	Lat: 32°02'11.32" Long: 102°05'29.92"	2,790.5'
(H) KNIGHT 160 MIPA UNIT H160 LS	N: 866242.27 E: 1455107.56	Lat: 32°02'11.50" Long: 102°05'29.81"	2,790.6'
(I) KNIGHT 150 MIPA UNIT H150 LS	N: 866346.19 E: 1455167.56	Lat: 32°02'12.53" Long: 102°05'29.13"	2,790.4'
(J) KNIGHT 150 MIPA UNIT H150 WB	N: 866363.51 E: 1455177.56	Lat: 32°02'12.71" Long: 102°05'29.02"	2,790.5'
(K) KNIGHT 145 MIPA UNIT H145 WA	N: 866380.83 E: 1455187.56	Lat: 32°02'12.88" Long: 102°05'28.90"	2,790.5'
(L) KNIGHT 140 MIPA UNIT H140 MX	N: 866398.14 E: 1455197.56	Lat: 32°02'13.05" Long: 102°05'28.79"	2,791.0'
(M) KNIGHT 140 MIPA UNIT H140 LX	N: 866415.46 E: 1455207.56	Lat: 32°02'13.22" Long: 102°05'28.68"	2,791.0'
(N) KNIGHT 140 MIPA UNIT H140 WX	N: 866432.78 E: 1455217.56	Lat: 32°02'13.40" Long: 102°05'28.56"	2,791.0'
(O) CHAPARRAL 110 MIPA UNIT H110NB	N: 866227.00 E: 1454920.00	Lat: 32°02'11.31" Long: 102°05'31.98"	2,790.3'
(P) CHAPARRAL 110 MIPA UNIT H115WA	N: 866244.21 E: 1454930.18	Lat: 32°02'11.49" Long: 102°05'31.87"	2,790.4'
(Q) CHAPARRAL 110 MIPA UNIT H110SS	N: 866261.43 E: 1454940.36	Lat: 32°02'11.66" Long: 102°05'31.75"	2,790.4'
(R) CHAPARRAL 110 MIPA UNIT H120NW	N: 866212.00 E: 1454945.98	Lat: 32°02'11.17" Long: 102°05'31.68"	2,790.3'
(S) CHAPARRAL 110 MIPA UNIT H110LS	N: 866229.23 E: 1454956.13	Lat: 32°02'11.34" Long: 102°05'31.56"	2,790.3'
(T) CHAPARRAL 110 MIPA UNIT H110WB	N: 866246.47 E: 1454966.28	Lat: 32°02'11.51" Long: 102°05'31.45"	2,790.3'



WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

- 6'x15' VERT. 2 PH. PRODUCTION SEPARATOR, (250 PSI)
- 8'x20' HORIZONTAL PRODUCTION SEPARATOR (TEST), (125 PSI)
- 10'x30' HORIZONTAL PRODUCTION SEPARATOR (BULK), (125 PSI)
- 8'x35' HORIZONTAL ELECTRIC OIL HEATER, (125 PSI)
- 10'x15' VAPOR RECOVERY UNIT - 4 UNITS (80 PSI)
- 6'x15' VERTICAL SCRUBBER, (250 PSI)
- 6'x12' DIA. EMERGENCY TANK
- 10'x40' HORIZONTAL OIL STABILIZER, (75 PSI)
- WATER METER
- CHAPARRAL LACT
- KNIGHT LACT
- SUMP TANK
- LAUNCHER
- WELL HEADER

EXHIBIT "G"

KNIGHT WEST PAD WELLS
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39,
T1S, ABSTRACT 667 OF THE CITY MIDLAND,
MIDLAND COUNTY, TEXAS.

REV. **8** DRAWING NAME **EXHIBIT "G" KNIGHT WEST PAD**



DRAWN	MA	DATE	03/14/23
CHECKED	LF	DATE	03/14/23
APP'D		DATE	
SCALE	1"=200'	PAGE	1 OF 2
REV#	DATE	DESC.	
6-EL	11/29/23	CLIENT UPDATES	
7-EL	7/26/24	CLIENT UPDATES	
8-RS	8/13/24	REVISED WELLS	
JOB NO.	19002229		



LEGEND

- PRODUCT LINE
- PAD LINE
- SURFACE HOLE LOCATION

NOTES

- ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON JUNE, 2024.



City Council Meeting

Item Number: 22
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A PARK AMENITY NAMING RIGHTS AGREEMENT WITH EXXONMOBILE CORPORATION; SAID AGREEMENT PROVIDING FOR EXXONMOBILE CORPORATION'S FINANCIAL CONTRIBUTION TO THE BEAL PARK RENOVATION PROJECT AND RECEIPT OF NAMING RIGHTS TO CERTAIN IMPROVEMENTS TO BE CONSTRUCTED AT BEAL PARK; AND APPROPRIATING \$1,750,000.00 TO THE BEAL PARK RENOVATION PROJECT (DISTRICT 4) (PARKS AND RECREATION) (QUALITY OF LIFE AND PLACE)

Purpose:

Consider a resolution accepting a ten-year naming rights agreement with ExxonMobil for the future Beal Park Playground (\$1,500,000) and new Beal Park Soccer Complex (\$250,000) and appropriating the funds to the Beal Park project.

Recommended City Council Action:

Approve

Fiscal Impact:

\$1,750,000 will be transferred and appropriated to the Beal Park project for said purpose.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Staff met with representatives from Pioneer Natural Resources, a subsidiary of ExxonMobil,

regarding the development of Beal Park as Midland's premier venue for youth soccer. The City's \$28 million dollar commitment and the \$10 million commitment of another donor was discussed, along with a presentation of the plans to develop the park over three phases. Several options to provide an elevated level of design to bring upgraded facilities to the park were discussed, as well as naming right opportunities for various park improvements. ExxonMobil contacted staff and expressed their commitment to providing an elevated playground area with naming rights, as well as naming rights for the overall soccer complex. A construction contract for the Phase 1 development of the soccer complex has been approved by City Council, with construction slated to begin in early 2025. The playground design will begin in 2025, and will be included in Phase 2 development, slated to begin in early 2026.

For E. Out

City Manager's Office

PARK AMENITY NAMING RIGHTS AGREEMENT

This Park Amenity Naming Rights Agreement (the “*Agreement*”) is made and entered into this 17th day of December, 2024 (the “*Effective Date*”), by and between the City of Midland, Texas (“*City*”) and ExxonMobil Corporation (“*Donor*”). In this Agreement, City and Donor are sometimes individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

RECITALS:

WHEREAS, City owns and operates a park system within its corporate limits consisting of approximately fifty (50) parks, including Beal Park located at 5200 West Wall Street, Midland, Texas (the “*Park*”);

WHEREAS, City is undertaking a renovation project at the Park, which consists of the construction and installation of various improvements and facilities (the “*Project*”);

WHEREAS, City desires to solicit donations from private entities to help fund the Project;

WHEREAS, City is willing to grant Donor certain naming rights to specific amenities within the Park in exchange for Donor's financial contribution to the Project; and

WHEREAS, Donor desires to make a financial contribution to the Project and, in exchange, receive certain naming rights as set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, as well as the mutual benefits that will accrue to the Parties, the Parties hereby agree as follows:

1. **Donor Contribution.** Donor agrees to contribute the sum of one million seven hundred fifty thousand and No/100 Dollars (\$1,750,000.00) to City for the Project (the “*Donation*”). Payments of the Donation shall be made by Donor to City according to the following schedule:

Naming rights for Soccer Complex for 10 years, beginning with completion date of Phase I development.

<u>Amount</u>	<u>Due Date</u>
\$250,000	December 17, 2024

Naming rights for Beal Playground for 10 years, beginning with completion date of Phase II development.

<u>Amount</u>	<u>Due Date</u>
\$1,500,000	December 31, 2024

2. **Naming Rights.** In consideration of the Donation and subject to the terms and conditions in this Agreement, City hereby grants to Donor the exclusive right to name the following amenity(ies) within the Park (the “*Named Amenity(ies)*”):

Beal Park Soccer Complex

Beal Park Playground

Donor shall have the continuing right to designate and/or redesignate the name(s) of the Named Amenity(ies) subject to the approval of City, which shall not be unreasonably conditioned, withheld, or delayed. Donor hereby initially designates “ExxonMobil Playground” as the name) of the Beal Park Playground and designates “ExxonMobil Soccer Complex” as the name(s) of the Beal Park Soccer Complex (the “*Designated Name*”), and City hereby accepts said designations. “ExxonMobil Playground” and “ExxonMobil Soccer Complex” shall be referred to hereafter as the “*Designated Names*” collectively, and each, respectively, as a “*Designated Name*.”

3. **Term.** The term of this Agreement shall commence on the Effective Date. Upon City’s completion of the Named Amenities, Donor’s exclusive naming rights granted herein shall thereafter continue for a period of ten (10) years. This Agreement shall terminate at the end of said 10-year period unless terminated earlier as provided herein.
4. **Donor’s Use of Name.** Donor shall have the right to use the Designated Name in any advertising, marketing, or promotional materials related to the Park. However, Donor’s use of the Designated Name shall be subject to City’s prior written approval to ensure consistency with City’s branding and image.
5. **City’s Use of Name.** With prior written approval from ExxonMobil, City shall include the Designated Name on printed and digital materials, including advertisements, brochures, publications, and social media pages from the Effective Date to the expiration of the terms set forth in Section 2 of this Agreement.
6. **Donor Events.** Donor shall have the right to host up to two (2) corporate business and social events per calendar year at the Named Amenity(ies), subject to City’s scheduling availability. Donor shall submit a written request to City for approval to host each such event at least twenty (20) days prior to the proposed date and time of the event; City agrees to provide written approval of such request within ten (10) business days of its receipt of Donor’s request.
7. **Signage.** In connection with the naming rights granted herein, Donor shall have the right to designate one (1) sign to be installed at each entrance of, adjacent to, or within each of the Named Amenity(ies). The sign(s) shall include (a) Donor’s name and (b) the Designated Name. City shall be entitled to review and approve the proposed sign including the design, dimensions, installation, and placement thereof, which approval shall not be unreasonably conditioned, withheld, or delayed. All costs associated with said signage,

including, but not limited to the manufacture, repair, and replacement of the sign shall be born exclusively by Donor.

Notwithstanding any contrary provision contained herein, the installation of any sign pursuant to this Agreement shall be performed exclusively by City. It is expressly understood that nothing in this Agreement shall be deemed to grant Donor the right to affix, install, or remove any signage located at the Park or on City-owned property. All signs designated or redesignated by Donor under this Agreement shall be delivered by Donor to City at a place and time designated by City's Parks and Recreation Director; following such delivery, City shall promptly install the signs at their respective locations at the Park.

8. **City's Reserved Rights.** City reserves the right to: (a) review and approve the design, dimensions, installation, and placement of any signage or other materials produced pursuant to this Agreement; and (b) remove or modify the Named Amenity(ies) at any time, in which case City shall work with Donor to identify a suitable replacement amenity for naming rights. If City elects to remove or modify the Named Amenity(ies) during the term of this Agreement and the Parties are unable to identify a suitable replacement amenity for the naming rights granted herein, Donor shall have the right to terminate this Agreement pursuant to Section 10 below.
9. **Termination by City.** City shall have the right to terminate this Agreement and revoke the naming rights granted herein in the event that: (a) Donor fails to make the Donation as agreed; (b) Donor's use of the Named Amenity(ies) name is deemed by City to be inconsistent with City's branding or image; or (c) City determines, in its sole discretion, that the continued use of the Named Amenity(ies) name is no longer in the public interest.
10. **Termination by Donor.** Donor reserves the right to terminate this Agreement with thirty (30) days' written notice if: (a) City elects to remove or modify the Named Amenity(ies) during the term of this Agreement, and (b) the Parties are unable to identify a suitable replacement amenity for the naming rights granted herein. Upon such termination, Donor shall be entitled to a pro rata refund of any prepaid portion of the Donation as contemplated by Section 16 below.
11. **Default by Donor.** An event of default by Donor shall be deemed to have occurred in any of the following instances:
 - (a) Donor fails to make timely payment to City required by this Agreement and such failure continues for a period of thirty (30) days following written notice of such failure from City to Donor.
 - (b) Donor fails to perform or observe any other term, covenant, condition, or provision of this Agreement and such failure is not remedied within thirty (30) days following written notice of such failure from City to Donor.
 - (c) There shall be filed against Donor in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Donor's property or other such similar proceeding.

- (d) Donor files a voluntary petition in bankruptcy, insolvency, for reorganization, or for the appointment of a receiver or trustee, or other similar proceeding, or if Donor makes an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors.

In the event of termination under this Section 10, Donor shall not be entitled to any refund of funds already paid to the City.

12. **Default by City.** An event of default by City shall be deemed to have occurred upon: (a) City's failure to observe any term, covenant, condition, or provision of this Agreement related to the granting of the naming rights or the review, approval, and installation of signage pursuant to Section 7 above, and such default is not remedied by City within thirty (30) days following written notice of such default from Donor to City; or (b) the City's failure to install and complete (i) in the case of the Complex, 62 soccer fields, and/or (ii) in the case of the Playground, the Playground Upgrades. In the event the anticipated number of fields are not constructed, or the upgrades are not completed, Donor shall have the right, after giving the City 90 days' written notice to repair the default, to a pro-rata refund for any portion of the Project not completed. Notwithstanding the foregoing or any contrary provision contained herein, such notice of default shall not be valid or effective unless: (a) the notice is served within thirty (30) days following the non-defaulting Party's discovery of such alleged default, and (b) the notice specifies, in reasonable detail, the alleged default and the section of this Agreement under which such default is claimed to have occurred. Any refund owed to Donor by the City under this Section 11 shall be issued by the City within 60 days of becoming due.
13. **Termination for Default.** Following the occurrence of an event of default, issuance of written notice thereof to the defaulting Party, and the expiration of the required cure period if any, the non-defaulting party shall have the right to give formal written notice of its intention to terminate this Agreement. Upon the effective date of such termination specified in the formal written notice (which shall not exceed sixty (60) days following the date of said notice), this Agreement shall terminate in its entirety.
14. **Effect of Termination.** Any termination of this Agreement shall not relieve Donor of its obligation to pay any sum that has previously become due and payable to City as of the time of termination; such obligations shall survive the termination of this Agreement. Additionally, a termination of this Agreement shall not preclude any claim for damages that previously accrued against Donor under this Agreement. Any termination of this Agreement shall not prevent City from enforcing the payment of such sum or asserting such claim for damages by any remedy provided by law.
15. **Naming Rights and Signage; Termination for Default.** If this Agreement is terminated due to Donor's default, City may grant any other person or entity those naming rights previously granted to Donor under this Agreement. Upon such occurrence, City may alter, remove, replace, and/or discard Donor's signage if Donor fails to provide for its collection of the signage within ten (10) days following termination of this Agreement. Upon Donor's receipt of a written demand for reimbursement of City's costs associated with the sign's

removal/replacement (which in no event shall exceed \$25,000.00), Donor shall remit payment of such costs to City within thirty (30) days following Donor's receipt of such demand. City shall not be liable for any failure to regrant any of the rights granted to Donor under this Agreement.

16. **Refund of Prepaid Donation.** Upon Donor's termination of this Agreement pursuant to Section 11(a) or 13 above, City agrees to refund to Donor any prepaid portion of the Donation. The refund amount shall be calculated on a pro rata basis, reflecting the portion of the term of the Agreement that Donor did not enjoy due to City's election to not complete, remove or modify the Named Amenity(ies). Specifically, such refund shall be calculated as follows:

Total Refund Amount = (Total Prepaid Donation) * (Remaining Term of Agreement / Original Term of Agreement)

Where:

- "*Total Prepaid Donation*" means the amount of the Donation prepaid by Donor at the time or prior to termination.
- "*Remaining Term of Agreement*" means the number of days from the date of termination to the end of the original term of the Agreement.
- "*Original Term of Agreement*" means the total number of days from the Effective Date to the end of the term of the Agreement.

City shall issue the refund to Donor within sixty (60) days of Donor's termination of the Agreement pursuant to Section 11(a) above. The provisions of this Section shall survive the termination of this Agreement.

17. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement may be assigned by Donor to an affiliate entity without the approval of City so long as such assignment does not result in a change to the Designated Name.
18. **No Partnership or Agency.** The Parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; neither Party shall have the power to bind or obligate the other, except as set forth in this Agreement. The Parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. Nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between City and Donor. Further, nothing in this Agreement is intended or shall be construed as creating a "community of pecuniary interest" or "an equal right of control" that would give rise to vicarious liability.
19. **Nonwaiver of Rights.** No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

20. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
21. **Force Majeure.** If City is delayed, hindered in, or prevented from the performance of any act required hereunder by reason of an act of God, strike, lockout, labor trouble, inability to procure materials, unseasonable weather affecting construction or operation, failure of power, riot, insurrection, pandemic, or war, then performance of such act shall be excused for the delay period and any applicable term shall be extended for a period equal to the delay period. City shall give Donor notice of any event of Force Majeure as soon as reasonably practicable, but not later than ten (10) days after the date on which City knew or should have known of the commencement of the event of Force Majeure.
22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties; all other representations or statements made by a Party (whether verbal or written) are merged herein. This Agreement may be amended only by a written document executed by duly authorized representatives of the Parties. The Parties acknowledge that this Agreement supersedes and cancels all prior and contemporaneous understandings and represents the entire Agreement between the Parties.
23. **No Third-Party Beneficiary.** The Parties' 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 be considered a third-party beneficiary or have any rights hereunder.
24. **Indemnification.** DONOR SHALL INDEMNIFY, DEFEND, AND HOLD CITY AND CITY'S AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM DONOR'S USE OF THE NAMED AMENITY(IES) IN CONNECTION WITH SECTION 6 ABOVE OR DONOR'S NEGLIGENT OR WILLFUL ACTS IN CONNECTION WITH DONOR'S PERFORMANCE UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
25. **Waiver of Attorney Fees.** THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EACH PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT,

THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

26. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas without regard to conflict of law principles. The obligations, performance, and payments made by the Parties under this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any lawsuit or claim arising under or in any way connected to this Agreement shall be in Midland County, Texas. The provisions of this Section shall survive the termination of this Agreement.
27. **Public Information Act.** Donor acknowledges that City is a governmental entity subject to the Texas Public Information Act, as amended. Donor agrees that this Agreement in no way affects, modifies, or limits the obligation of City to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. Donor further agrees that City retains the right to exercise its sole and absolute discretion in determining its obligations under the Texas Public Information Act.
28. **Approval.** This Agreement shall not become effective until approved by the Midland City Council.
29. **Notices.** Any notice required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party in the manner provided herein.

If to City:
City of Midland
Attn: City Manager
300 N. Loraine St., Suite 310
Midland, Texas 79701

If to Donor:

Attn: _____

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Secretary

DONOR

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF MIDLAND §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

Notary Public, State of Texas



City Council Meeting

Item Number: 23
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Greg Snow,
Subject: RESOLUTION ACCEPTING A FY2024 BODY-WORN CAMERA PROGRAM GRANT IN THE AMOUNT OF \$8,313.46 AWARDED THROUGH THE OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION FOR THE PURCHASE OF BODY-WORN CAMERAS AND DIGITAL STORAGE SYSTEMS; APPROVING MATCHING FUNDS IN THE AMOUNT OF \$2,771.15; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; AND APPROPRIATING GRANT FUNDS (DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Consider a resolution to accept and appropriate funds in the amount of \$8, 313.46 awarded through the FY2024 Body Worn Camera Grant Program by the Office of the Governor - Public Safety Office for the purchase of Body Worn Cameras and authorizing the appropriation of matching funds in the amount of \$2,771.15 required

Recommended City Council Action:

Approve

Fiscal Impact:

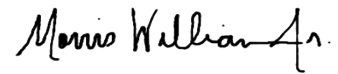
Upon receipt, grant funds in the amount of \$8,313.46 will be deposited into the Police Technology and Equipment Fund; funds of \$11,084.61 are available in the Police Technology and Equipment Fund and will be appropriated for stated purpose.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The approval of awarded funding and appropriation of match amount will allow Midland Police Department to purchase additional body worn camera devices and software to enhance safety for officers and citizens.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A FY2024 BODY-WORN
CAMERA PROGRAM GRANT IN THE AMOUNT OF
\$8,313.46 AWARDED THROUGH THE OFFICE OF THE
GOVERNOR - CRIMINAL JUSTICE DIVISION FOR
THE PURCHASE OF BODY-WORN CAMERAS AND
DIGITAL STORAGE SYSTEMS; APPROVING
MATCHING FUNDS IN THE AMOUNT OF \$2,771.15;
AUTHORIZING THE EXECUTION OF ACCEPTANCE
DOCUMENTS; AND APPROPRIATING GRANT FUNDS**

WHEREAS, the City of Midland has received notice that the Office of the Governor has awarded the City of Midland a FY2024 Body-Worn Camera Program Grant award of \$8,313.46 from the Office of the Governor - Criminal Justice Division to be used for the purchase of body-worn cameras and digital storage systems; and

WHEREAS, the grant award requires a cash match from the City of Midland in the amount of \$2,771.15; and

WHEREAS, the City of Midland will use the grant funds for the purchase of body-worn cameras and digital storage systems; and

WHEREAS, the City Council finds it to be in the public interest to accept the FY2024 Body-Worn Camera Program Grant award of \$8,313.46 from the Office of the Governor - Criminal Justice Division to be used for the purchase of body-worn cameras and digital storage systems and to appropriate the grant funds;

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

SECTION ONE. That the City of Midland, acting through its Mayor and City Council, hereby accepts the FY2024 Body-Worn Camera Program Grant award of \$8,313.46 from the Office of the Governor - Criminal Justice Division. Said grant funds shall be used for the purchase of body-worn cameras and digital storage systems.

SECTION TWO. That a cash match from the City of Midland in the amount of \$2,771.15 is hereby approved.

SECTION THREE. That the City Manager or his designee is hereby authorized and directed to evidence the City of Midland’s acceptance by executing all necessary documents in order to accept the FY2024 Body-Worn Camera Program Grant award.

SECTION FOUR. That the City Treasurer is hereby authorized and directed, upon receipt of said \$8,313.46 grant funds, to deposit the funds into the Police Technology and Equipment Fund; and the amount of \$11,084.61 is available in the Police Technology and Equipment fund and shall be appropriated to a project established by the City of Midland Finance Department for purposes consistent with this Resolution.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, 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:

Greg Snow, Interim Police Chief

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4965301	Award Amount:	\$8,313.46
Date Awarded:	11/4/2024	Grantee Cash Match:	\$2,771.15
Grant Period:	09/01/2024 - 08/31/2025	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2025	Grantee GPI:	\$0.00
Program Fund:	BC-Body-Worn Camera (BWC) Program	Total Project Cost:	\$11,084.61
Grantee Name:	Midland, City of		
Project Title:	Body Worn Camera Initiative		
Grant Manager:	Alyssa Hernandez		
Unique Entity Identifier (UEI):	CPZ1T3B85A64		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2025-BC-ST-0020
Total Federal Award/State Funds Appropriated:	\$10,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	Funds are used for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with

PACKET

23.6

December 17, 2024

the public, build community trust, and gather important evidence for use in the prosecution of crimes.



City Council Meeting

Item Number: 24
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Brian Rackow,
Subject: MOTION ACCEPTING A DONATION IN THE AMOUNT OF \$140,000.00 FROM BUSTIN' FOR BADGES; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF \$140,000.00 IN THE POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS (DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Motion accepting a donation in the amount of \$140,000.00 from the Bustin' for Badges fundraising project; said donation shall be used for the purchase of necessary equipment for the Midland Police Department and authorizing the appropriation of the \$140,000.00 in the police technology and equipment fund upon the City of Midland's receipt and deposit of said donation.

Recommended City Council Action:

Approve

Fiscal Impact:

Upon receipt of donated funds, \$140,000 will be appropriated in the Police Technology and Equipment Fund.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The money is earmarked for purchase of ballistic shields.



City Manager's Office



City Council Meeting

Item Number: 25
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Greg Snow,
Subject: MOTION ACCEPTING A DONATION IN THE AMOUNT OF \$25,000.00 FROM CONOCOPHILLIPS; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY PROTECTIVE EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF \$25,000.00 IN THE POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS (DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Motion authorizing the acceptance of a donation from ConocoPhillips in order to purchase necessary protective gear (bullet resistant vests) for the Midland Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Upon receipt of donation, \$25,000 will be appropriated to the Police Technology and Equipment Fund for said purpose.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

ConocoPhillips provided the donation to help protect the officers of the City of Midland Police Department.

Monnie Williams Jr.

City Manager's Office



City Council Meeting

Item Number: 26
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Brian Rackow,
Subject: MOTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH MIDLAND COUNTY PROVIDING FOR THE MIDLAND COUNTY FIRE MARSHAL'S OFFICE'S PARTICIPATION ON THE MIDLAND POLICE BOMB SQUAD (DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

1. This MOU involves the MIDLAND POLICE DEPARTMENT and the MIDLAND COUNTY FIRE MARSHAL'S OFFICE. The above listed agencies are parties to this agreement. The Midland Police Bomb Squad is recognized by the Federal Bureau of Investigations as an accredited Public Safety Bomb Squad (PSBS). This squad is identified by designated number 5360 by the FBI and Hazardous Devices School.

2. For the purpose of Public Safety Bomb Squad (PSBS) response, personnel from all departments identified in the Memorandum of Understanding (MOU) will be considered a member of the Midland Police Bomb Squad #5360. Operational command and control of the bomb squad shall remain under the Midland Police Bomb unit. The Bomb Squad Commander will be a designee chosen and confirmed by the Midland Police Department.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

As needed for questions



City Manager's Office

CITY OF MIDLAND and MIDLAND COUNTY MEMORANDUM OF UNDERSTANDING

This agreement is entered into as of the 29th day of October 2024: between the **CITY OF MIDLAND and MIDLAND COUNTY**

1. This MOU involves the **MIDLAND POLICE DEPARTMENT** and the **MIDLAND COUNTY FIRE MARSHAL'S OFFICE**. The above listed agencies are parties to this agreement. The Midland Police Bomb Squad is recognized by the Federal Bureau of Investigations as an accredited Public Safety Bomb Squad (PSBS). This squad is identified by designated number 5360 by the FBI and Hazardous Devices School.
2. For the purpose of Public Safety Bomb Squad (PSBS) response, personnel from all departments identified in the Memorandum of Understanding (MOU) will be considered a member of the Midland Police Bomb Squad #5360. Operational command and control of the bomb squad shall remain under the Midland Police Bomb unit. The Bomb Squad Commander will be a designee chosen and confirmed by the Midland Police Department.
3. All Public Safety Bomb Squad responses will be made with not less than the minimum personnel and equipment requirements as set forth in the *National guidelines for Bomb Technicians*. The personnel and equipment to meet these requirements for any particular response may come from anywhere within the combined squad.
4. This new MOU replaces, supersedes, and or amends any existing MOU. This agreement shall remain in full force and effect unless terminated by one of the parties or as provided by the law and regulations of either party to this agreement. Modifications to the MOU may be made in writing by either party and would need to be recognized by the FBI HDS.
5. Nature of Separate Legal Entity. No separate legal entities are created by this contract.
6. Purpose of Agreement. It is the purpose of this agreement to permit the parties hereto to provide mutual aid and assistance which transcends jurisdictional boundaries and which insures the prompt and effective delivery of law enforcement and emergency services, I.E. Explosive Ordinance Disposal Personnel.

It is further desirable that the parties hereto should voluntarily assist each other by the interchange of law enforcement services and facilities to cope with the problems of the emergency protection of life and property, and as otherwise necessary for the public health, welfare, safety and well-being. Accordingly, it is both necessary and desirable that the cooperation agreement be executed for the interchange of such mutual aid on an inter-jurisdictional basis.

7. Manner of Financing Agreement. Each party to this agreement shall, with its lawful method of financing, establish and provide for the payment of the costs and expenses of performance of its obligations undertaken pursuant hereto except in the event of major incurrences. In the event

of a major occurrence, expenses for all responses in excess of the first day will be the responsibility of the requesting party.

8. **Tennination and Disposition of Property.** This agreement may be voluntarily terminated in whole or in part by either party on notice given in writing to the other party. Upon such tennination, all property not owned by one of the parties which is in its custody or possession shall be returned to the other party.
9. **Administration of Agreement.** For purposes of administration of this agreement, the Chief Law Enforcement Officer of each agency which is a party to this agreement, is hereby designated to communicate and cooperate on regular basis as needed to effectuate this agreement.
10. **Acquisition and Disposition of Property.** In rendering mutual Explosive Ordinance Disposal Personnel assistance, each party shall be responsible for the provision of its own equipment, materials, and supplies except in the case of emergency, where it appears to the officers or employees immediately involved, that the sharing or use of equipment loaned or furnished by the other party is necessary or proper.
11. **Minimum Standards for Explosive Ordinance Disposal Personnel.** No individual officer of either agency shall be authorized to conduct explosive ordinance disposal procedures without first satisfactory completing the FBI Hazardous Devices School and have current certification for EOD. Officers from both agencies will participate in monthly training.
12. **Squad Member Selection.** The individual agency will follow its own selection process for officers to be considered members of the bomb squad. Candidates should be evaluated based upon their ability to perform basic tasks while wearing a bomb suit and carrying bomb disposal tools. Candidates must complete a standard physical exam that complies with requirements set forth in 29 CFR, Section 1910.120. The selected candidate will pass an FBI background check.
13. **Chain of Command.** Requests for mutual aid shall be made through presently established communication systems. Responses to requests for EOD mutual aid outlined in this agreement shall be limited to: Midland Police Department. Other mutual aid requests will be handled on a case by case basis.
14. **Enforcement Authority.** A peace officer, while on a request for assistance pursuant to this agreement has the same powers, duties, rights, privileges and immunities as a peace officer of the requesting agency.
15. **Control in Request of Assistance Operation.** The requesting party shall have and exercise general control of directing members of the assisting party to places where they are needed. However, the commanding officer for the assisting party shall be responsible for exercising the ultimate control over his form in response to the general directions of the requesting party. The requesting party will assign at its earliest convenience, personnel to advise responding officers of statutory, administrative and procedural requirements within the jurisdiction of the occurrence.

Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding and safeguarding of lives and property within the territorial boundaries of

their jurisdiction. When a responding officer, while in the requesting jurisdiction takes a person or property into custody, he/she shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting agency. Officers of the assisting party who are subpoenaed to court as a direct or indirect result of providing services pursuant to this agreement shall honor all subpoenas by the requesting party.

16. Right of State in Actions Involving Agreements. In any case of controversy involving performance or interpretation of liability under a mutual aid agreement entered into between one or more law enforcement agencies of political subdivisions of this state, the parties to the agreement are the real parties in interest.
17. Agreement not to Relieve Agency of Duties. This agreement does not relieve either law enforcement agency of any duty imposed upon it by law.
18. All Responses to Improvised Explosive Devices (IED) calls will be in compliance with the Federal Bureau of Investigations (FBI) standards.

Brian Rackow Deputy Chief B. Rackow 12/9/24
Print Name & Title Signature Date
Participant Agency: Midland Police Department
Location (City & State): Midland Texas
Phone: 432-686-1689

Luis Sanchez on behalf of,
Terry Johnson County Judge
Luis D. Sanchez, Mid. Co. Commissioner, Atty. 3 [Signature] 10/29/2024
Print Name & Title Signature Date

Participant Agency: Midland County

Location (City & State): Midland Texas

Phone: _____

Justin Bunch Fire Marshal [Signature] 11/6/24
Print Name & Title Signature Date

Participant Agency: Midland County Fire Marshal's Office

Location (City & State): Midland Texas

Phone: 432-688-4160

Signature Page



City Council Meeting

Item Number: 27
Meeting Date: December 17, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-015) BETWEEN THE CITY OF MIDLAND AND CORONADO MIDSTREAM LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 23 AND 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT 4) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

This ROW License will replace License # 2014-365 effective October 8, 2014, recorded as 2014-26943 recorded November 17, 2014, in Midland County, granting a road bore right of way to Coronado Midstream LLC. This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said 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 City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): \$1,000

ten-year term paid in advance

16" pipeline renewal (\$220.00 per rod x 7.72 rods) \$1,698.40

Total Collected: \$2,698.40

Strategic Priority:

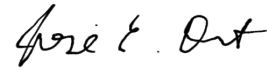
(Strong Economy with More Quality Jobs)

Discussion:

This is a common carrier, Polyethylene construction gas line is Sixteen inches (16) in diameter under Avalon Drive and Golden Gate Drive between Sections 23 and 24. Attached plat is the "As Built" survey of the existing pipeline. Annual fees are up to date. The pipeline is buried Eighty-Four inches deep as per City Standard.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland have been collected and are on file.

City Secretary to record completed License Agreement



City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: December 18, 2024

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: **Coronado Midstream LLC**

Licensee's Representative: **Chris Greneaux**

Licensee's Mailing Address: 2300 South College Road
Lafayette, Louisiana 70508

Property: As described in Article III below

License Number: **24-329-015**

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, Licensors 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 Licensors' sole discretion to terminate this License during the term of this License without penalty to Licensors. 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 Licensors upon inspection by Licensors' 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 ONE THOUSAND SIX HUNDRED NINETY-EIGHT and 40/100 Dollars (\$1,698.40) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensors terminates this License pursuant to the provisions of Section I.B., Licensors agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensors 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 Licensors 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 Licensors' Representative. Said fee shall revert to Licensors 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 Licensors at the office of Licensors' 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 Licensors 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 thirty (30) 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 operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a polyethylene construction pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of natural gas 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 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.**

Licensor hereby authorizes Licensee to act in furtherance of the Permitted Use, such authorization being 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. For the avoidance of doubt, Licensor is not authorizing the violation of the rights of any third party and the issuance of this License does not shield Licensee from third-party liability stemming from the Permitted Use.

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 eighty-four (84) 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 be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that

Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to

Licensors. 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. Licensors shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensors 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. Licensors 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 Licensors. 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 Licensors and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensors 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 Licensors to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensors 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 Licensors from asserting any right to specific performance, damages or any other rights or remedies to which Licensors 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 Licensors in form and substance satisfactory to Licensors.

S. Entire Agreement. This License constitutes the entire agreement between Licensors 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 Licensors 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 Craig, Director of Utilities

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**LICENSEE:
CORONADO MIDSTREAM LLC**

By: _____
Printed Name: Chris Greneaux
Title: Director of Land

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared Chris Greneaux an officer of Coronado Midstream 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 _____ day of _____, 20____.

Notary Public, State of _____

MIDLAND COUNTY, TEXAS

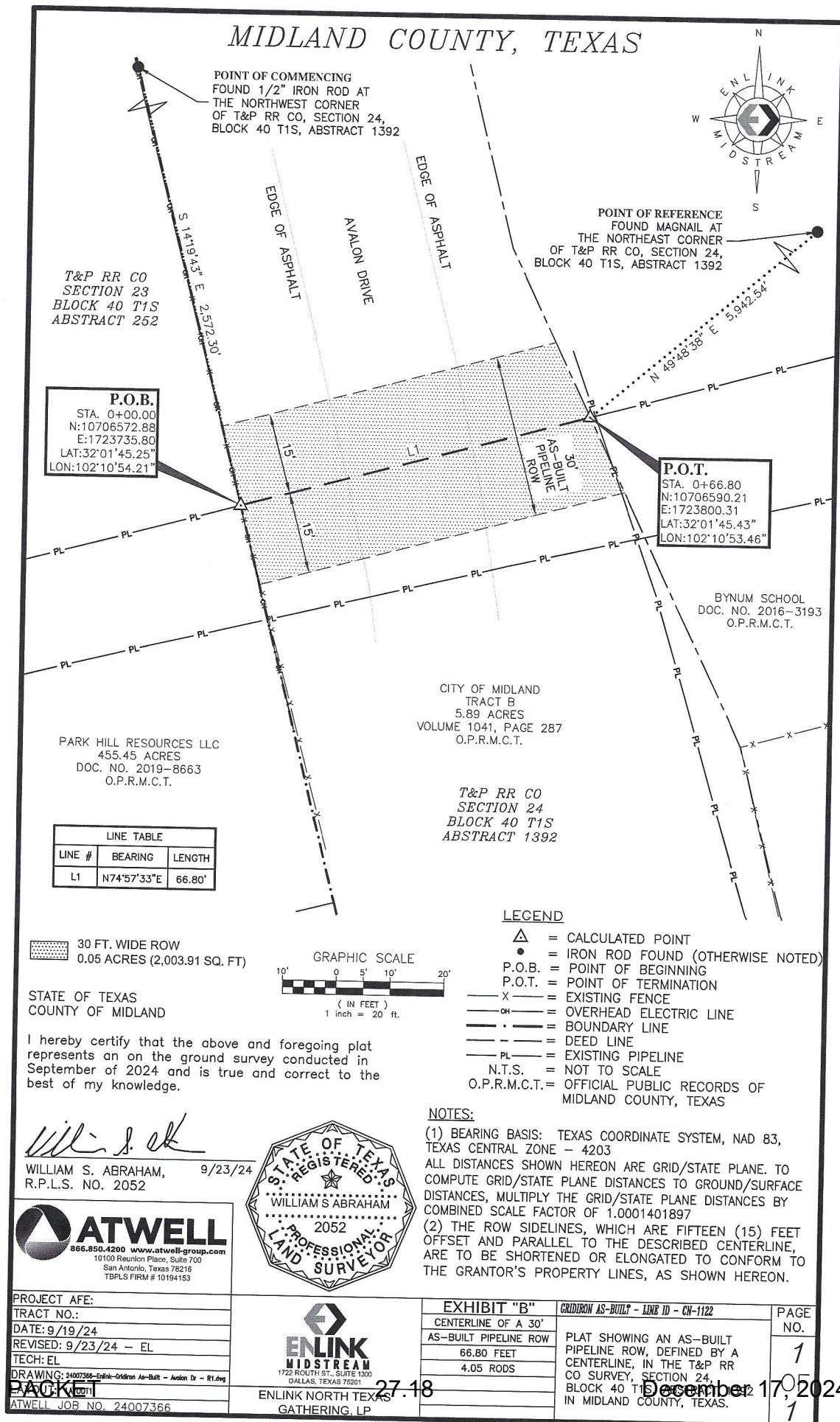


EXHIBIT "A"
CITY OF MIDLAND

STATE OF TEXAS
COUNTY OF MIDLAND

Centerline description of a thirty-foot (30') wide As-Built Pipeline ROW situated in T&P RR CO, Section 24, Block 40 T1S, Abstract 1392, Midland County, Texas, and being over and across Tract B, a called 5.89 acre tract of land as described in a deed to the City of Midland, recorded in Volume 1041, Page 287 of the Official Public Records of Midland County, Texas. Said thirty-foot (30') As-Built Pipeline ROW being fifteen feet (15') on either side of the herein described centerline, (See Exhibit "B" for further clarification). Said centerline being more particularly described as follows with all coordinates, bearings, and distances shown herein being grid, based upon the Texas State Plane Coordinate System, Texas Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in September 2024:

COMMENCING at a found 1/2" iron rod at the northwest corner of said Section 24.

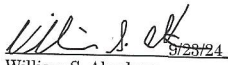
THENCE, South 14°19'43" East, a distance of 2,572.30 feet to the POINT OF BEGINNING of the herein described centerline. Said point of beginning having coordinates of North: 10706572.88 and East: 1723735.80.

THENCE along the centerline of the herein described As-Built Pipeline ROW the following one (1) call:

- 1) North 74°57'33" East, a distance of 66.80 feet to the POINT OF TERMINATION of said centerline, from which a found magnail at the northeast corner of said Section 24, bears North 49°48'38" East, a distance 5,942.54 feet. Said point of termination having coordinates of North: 10706590.21 and East: 1723800.31.

Said centerline being 66.80 Linear Feet, or 4.05 Rods.
Area of As-Built Pipeline ROW being 0.05 acres.

For reference and further information see Exhibit "B" drawing number 24007366 – Enlink – Gridiron As-Built – Avalon Dr – R1.


William S. Abraham,
Registered Professional Land Surveyor
Registration No. 2052



MIDLAND COUNTY, TEXAS



POINT OF COMMENCING
FOUND 1/2" IRON ROD AT
THE NORTHEAST CORNER
OF T&P RR CO, SECTION 23,
BLOCK 40 T1S, ABSTRACT 252

POINT OF REFERENCE
FOUND MAGNAIL AT
THE NORTHEAST CORNER
OF T&P RR CO, SECTION 24,
BLOCK 40 T1S, ABSTRACT 1392

T&P RR CO
SECTION 23
BLOCK 40 T1S
ABSTRACT 252

P.O.B.
STA. 0+00.00
N:10707402.43
E:1722131.28
LAT:32°01'53.20"
LON:102°11'13.01"

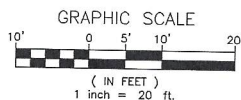
P.O.T.
STA. 0+60.56
N:10707414.09
E:1722190.70
LAT:32°01'53.32"
LON:102°11'12.32"

PARK HILL RESOURCES LLC
455.45 ACRES
DOC. NO. 2019-8663
O.P.R.M.C.T.

PARK HILL RESOURCES LLC
455.45 ACRES
DOC. NO. 2019-8663
O.P.R.M.C.T.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N79°38'50"E	45.34'
L2	N76°39'49"E	15.22'

30 FT. WIDE ROW
0.04 ACRES (1,816.80 SQ. FT)



STATE OF TEXAS
COUNTY OF MIDLAND

I hereby certify that the above and foregoing plat represents an on the ground survey conducted in September of 2024 and is true and correct to the best of my knowledge.

William S. Abraham
WILLIAM S. ABRAHAM,
R.P.L.S. NO. 2052

9/23/24



LEGEND

- △ = CALCULATED POINT
- = IRON ROD FOUND (OTHERWISE NOTED)
- P.O.B. = POINT OF BEGINNING
- P.O.T. = POINT OF TERMINATION
- X = EXISTING FENCE
- OH = OVERHEAD ELECTRIC LINE
- = BOUNDARY LINE
- = DEED LINE
- PL = EXISTING PIPELINE
- N.T.S. = NOT TO SCALE
- O.P.R.M.C.T. = OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NOTES:

- (1) BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE - 4203
ALL DISTANCES SHOWN HEREON ARE GRID/STATE PLANE. TO COMPUTE GRID/STATE PLANE DISTANCES TO GROUND/SURFACE DISTANCES, MULTIPLY THE GRID/STATE PLANE DISTANCES BY COMBINED SCALE FACTOR OF 1.0001401897
- (2) THE ROW SIDELINES, WHICH ARE FIFTEEN (15) FEET OFFSET AND PARALLEL TO THE DESCRIBED CENTERLINE, ARE TO BE SHORTENED OR ELONGATED TO CONFORM TO THE GRANTOR'S PROPERTY LINES, AS SHOWN HEREON.

PROJECT AFE:

TRACT NO.:

DATE: 9/19/24

REVISED: 9/23/24 - EL

TECH: EL

DRAWING: 24007366-Enlink-Golden Gate Dr - R1, Jmg

PACKET

ATWELL JOB NO. 24007366



ENLINK NORTH TEXAS
GATHERING, LP

EXHIBIT "B"

CENTERLINE OF A 30'
AS-BUILT PIPELINE ROW
60.56 FEET
3.67 RODS

GRIDIRON AS-BUILT - LINE 10 - CN-1122

PLAT SHOWING A AS-BUILT
PIPELINE ROW, DEFINED BY A
CENTERLINE, IN THE T&P RR CO
SURVEY, SECTION 23, BLOCK 40
T1S, ABSTRACT 252,
MIDLAND COUNTY, TEXAS.

PAGE
NO.

1
OF
1

27-20

December 17, 2024

EXHIBIT "A"
CITY OF MIDLAND

STATE OF TEXAS
COUNTY OF MIDLAND

Centerline description of a thirty-foot (30') wide As-Built Pipeline ROW situated in T&P RR CO, Section 23, Block 40 T1S, Abstract 252, Midland County, Texas, and being over and across a tract of land as described in a deed to the City of Midland, recorded in the Official Public Records of Midland County, Texas. Said thirty-foot (30') As-Built Pipeline ROW being fifteen feet (15') on either side of the herein described centerline, (See Exhibit "B" for further clarification). Said Centerline being more particularly described as follows with all coordinates, bearings, and distances shown herein being grid, based upon the Texas State Plane Coordinate System, Texas Central Zone, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Atwell, LLC conducted in September 2024:

COMMENCING at a found 1/2" iron rod at the northeast corner of said Section 23.

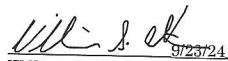
THENCE, South 30°12'17" West, a distance of 1,923.94 feet to the POINT OF BEGINNING of the herein described centerline. Said point of beginning having coordinates of North: 10707402.43 and East: 1722131.28.

THENCE along the centerline of the herein described As-Built Pipeline ROW the following two (2) calls:

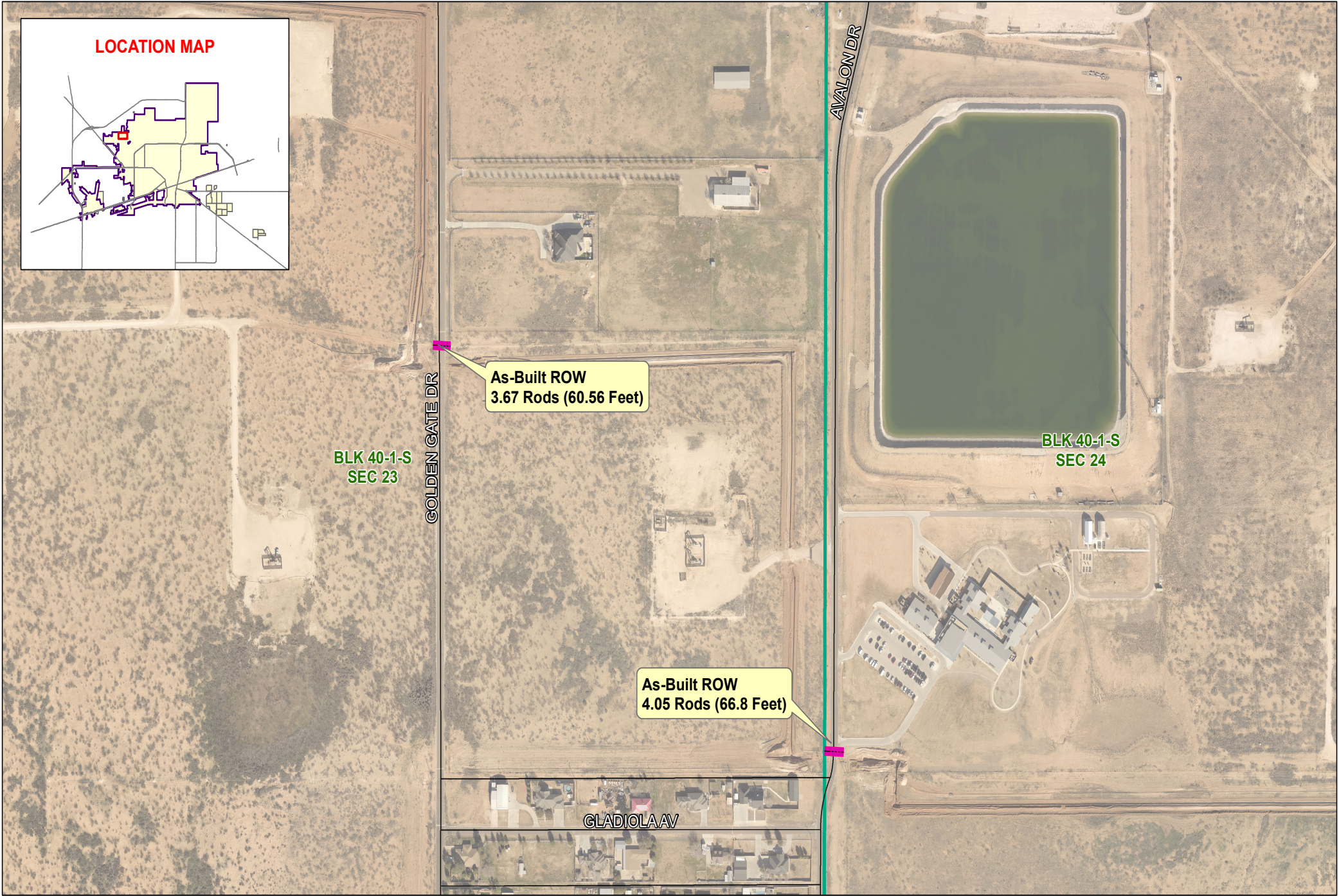
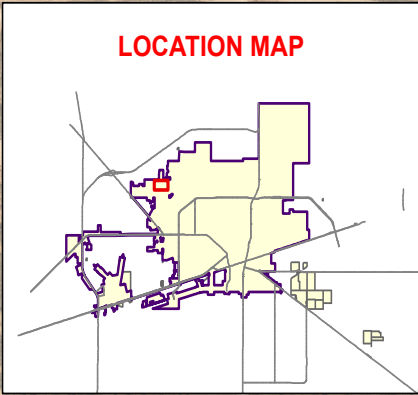
- 1) North 79°38'50" East, a distance of 45.34 feet to an angle point;
- 2) North 76°39'49" East, a distance of 15.22 feet to the POINT OF TERMINATION of said centerline, from which a found magnail at the northeast corner of T&P RR CO, Section 24, Block 40 T1N, Abstract 1392, bears North 63°54'41" East, a distance 6,846.79 feet. Said point of termination having coordinates of North: 10707414.09 and East: 1722190.70.

Said centerline being 60.56 Linear Feet, or 3.67 Rods.
Area of As-Built Pipeline ROW being 0.04 acres.

For reference and further information see Exhibit "B" drawing number 24007366 – Enlink – Gridiron As-Built – Golden Gate Dr – R1.


9/23/24
William S. Abraham,
Registered Professional Land Surveyor
Registration No. 2052





Legend

- As-Built ROW
- Street
- Survey Section

PACKET

Enlink As-Built ROW
7.72 Rods (127.36 Feet)

December 17, 2024



Date: 10/1/2024

0 100 200 Feet

©THE CITY OF MIDLAND - 2024
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PROJECT NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PLANNING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
615 East Britton Road
Oklahoma City OK 73114

CONTACT NAME: Pam Howard

PHONE
(A/C, No, Ext): 918-764-1675FAX
(A/C, No):E-MAIL
ADDRESS: pamela_howard@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Union Fire Insurance Company of Pittsburgh

19445

INSURER B: Lexington Insurance Company

19437

INSURER C: ACE Property & Casualty Insurance Co

20699

INSURER D: Endurance American Insurance Company

10641

INSURER E: AIU Insurance Company

19399

INSURER F: Hamilton Insurance Designated Activity Company

INSURED
EnLink Midstream, LLC
1722 Routh St., Suite 1300
Dallas TX 75201

ENLIMID-01

COVERAGES

CERTIFICATE NUMBER: 148127846

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ S&A Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	7032443	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 1,500,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	8682560	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
T D C B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	023815851 G27980028009 ELD10007642209 ENGXSHI31987901	5/1/2024 5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025 5/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	16440093	5/1/2024	5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PLEASE SEE ALL PAGES ATTACHED FOR ADDITIONAL COVERAGE INFORMATION..

Pollution Liability Coverage Per Occurrence:

Primary \$1M - Ascot Insurance Company - Policy #ENPU201000015904 - Effective 5/1/2023 - 5/1/2026

\$4M xs \$1M - Ascot Insurance Company - Policy #ENXU201000016004 - Effective 5/1/2023 - 5/1/2026

\$5M xs \$5M - Ironshore Specialty - Policy #IEELPLLB9BXL003 - Effective 5/1/2023 - 5/1/2026

Named Insureds

Acacia Natural Gas, L.L.C. (DE) - CT Corp

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Midland
300 N. Loraine
Midland TX 79701

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

PACKET

27.23

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December 17, 2024



ADDITIONAL REMARKS SCHEDULE

Page 1 of 3

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED EnLink Midstream, LLC 1722 Routh St., Suite 1300 Dallas TX 75201
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

Acacia Natural Gas, L.L.C. (TX) - CT Corp
 Bridgeline Holdings, L.P. (DE) - CT Corp
 Bridgeline Holdings, L.P. (LA) - CT Corp
 Coronado Midstream LLC (TX) - CT Corp
 Cowntown Gas Processing Partners L.P. (TX) - CT Co
 Cowntown Pipeline Partners L.P. (TX) - CT Corp
 EnLink Barnett Gas Services, LLC (DE) - CT Corp
 EnLink Barnett Gas Services, LLC (TX) - CT Corp
 EnLink Barnett Gas Services GP, LLC (DE) - CT Co
 EnLink Barnett Gas Services GP, LLC (TX) - CT Corp
 EnLink Calcasieu, LLC (DE) - CT Corp
 EnLink Calcasieu, LLC (LA) - CT Corp
 EnLink CCS, LLC (DE) - CT Corp
 EnLink CCS, LLC (LA) - CT Corp
 EnLink CCS, LLC (OK) - CT Corp
 EnLink CCS, LLC (TX) - CT Corp
 EnLink Community Fund (TX) - CT Corp
 EnLink Crude Marketing, LLC (DE) - CT Corp
 EnLink Crude Marketing, LLC (KY) - CT Corp
 EnLink Crude Marketing, LLC (LA) - CT Corp
 EnLink Crude Marketing, LLC (NM) - CT Corp
 EnLink Crude Marketing, LLC (OH) - CT Corp
 EnLink Crude Marketing, LLC (OK) - The Corp Com
 EnLink Crude Marketing, LLC (TX) - CT Corp
 EnLink Crude Marketing, LLC (WV) - CT Corp
 EnLink Crude Pipeline, LLC (DE) - CT Corp
 EnLink Crude Pipeline, LLC (TX) - CT Corp
 EnLink Delaware Crude Pipeline, LLC (TX) - CT C
 EnLink Delaware Crude Pipeline, LLC (NM) - CT Co
 EnLink Energy GP, LLC (DE) - CT Corp
 EnLink Energy GP, LLC (LA) - CT Corp
 EnLink Energy GP, LLC (OK) - The Corp Company
 EnLink Energy GP, LLC (TX) - CT Corp
 EnLink Gas Marketing, LP (TX) - CT Corp
 EnLink Gas Marketing, LP (LA) - CT Corp
 EnLink Gas Marketing, LP (OK) - CT Corp
 EnLink LIG, LLC (LA) - CT Corp
 EnLink LIG Liquids, LLC (LA) - CT Corp
 EnLink Louisiana Gathering, LLC (LA) - CT Corp
 EnLink Matli Holdings, LLC (DE) - CT Corp
 EnLink Matli Holdings, LLC (OK) - The Corp Company
 EnLink Midcon, LLC (DE) - CT Corp
 EnLink Midcon Transport, LLC (DE) - CT Corp
 EnLink Midcon Transport, LLC (OK) - CT Corp
 EnLink Midstream Finance Corporation (DE) - CT Corp
 EnLink Midstream Funding, LLC (DE) - CT Corp
 EnLink Midstream GP, LLC (DE) - CT Corp
 EnLink Midstream GP, LLC (TX) - CT Corp
 EnLink Midstream Holdings GP, LLC (DE) - CT Corp
 EnLink Midstream Holdings GP, LLC (OK) - The Corp Company
 EnLink Midstream Holdings GP, LLC (TX) - CT Corp
 EnLink Midstream Holdings, LP (DE) - CT Corp
 EnLink Midstream Holdings, LP (OK) - The Corp Company
 EnLink Midstream Holdings, LP (TX) - CT Corp
 EnLink Midstream, LLC (DE) - CT Corp
 EnLink Midstream, LLC (TX) - CT Corp
 EnLink Midstream Manager, LLC (DE) - CT Corp
 EnLink Midstream Manager, LLC (TX) - CT Corp
 EnLink Midstream Operating GP, LLC (DE) - CT Corp
 EnLink Midstream Operating GP, LLC (AL) - CT Corp
 EnLink Midstream Operating GP, LLC (KY) - CT Corp
 EnLink Midstream Operating GP, LLC (LA) - CT Corp
 EnLink Midstream Operating GP, LLC (NM) - CT Corp
 EnLink Midstream Operating GP, LLC (OH) - CT Corp
 EnLink Midstream Operating GP, LLC (OK) - The Corp Co.
 EnLink Midstream Operating GP, LLC (TX) - CT Corp
 EnLink Midstream Operating GP, LLC (WV) - CT Corp
 EnLink Midstream Operating, LP (DE) - CT Corp



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED EnLink Midstream, LLC 1722 Routh St., Suite 1300 Dallas TX 75201
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

EnLink Midstream Operating, LP (AL) - CT Corp
 EnLink Midstream Operating, LP (KY) - CT Corp
 EnLink Midstream Operating, LP (LA) - CT Corp
 EnLink Midstream Operating, LP (NM) - CT Corp
 EnLink Midstream Operating, LP (OH) - CT Corp
 EnLink Midstream Operating, LP (OK) - The Corp Co.
 EnLink Midstream Operating, LP (TX) - CT Corp
 EnLink Midstream Operating, LP (WV) - CT Corp
 EnLink Midstream Partners, LP (DE) - CT Corp
 EnLink Midstream Partners, LP (TX) - CT Corp
 EnLink Midstream Services, LLC (TX) - CT Corp
 EnLink Midstream Services, LLC (OK) - The Corp Co.
 EnLink MXP Holding, LLC (DE) - CT Corp
 EnLink NGL Marketing, LP (TX) - CT Corp
 EnLink NGL Marketing, LP (LA) - CT Corp
 EnLink NGL Pipeline, LP (TX) - CT Corp
 EnLink NGL Pipeline, LP (LA) - CT Corp
 EnLink Nominee, LLC (DE) - CT Corp
 EnLink Nominee, LLC (TX) - CT Corp
 EnLink North Texas Gathering, LP (TX) - CT Corp
 EnLink North Texas Gathering, LP (NM) - CT Corp
 EnLink Oklahoma Crude Gathering, LLC (DE) - CT Corp *
 EnLink Oklahoma Crude Gathering, LLC (OK) - CT Corp
 EnLink Oklahoma Gas Processing, LP (DE) - CT Corp **
 EnLink Oklahoma Gas Processing, LP (OK) - The Corp Co.
 EnLink Pelican, LLC (DE) - CT Corp
 EnLink Pelican, LLC (LA) - CT Corp
 EnLink Permian, LLC (TX) - CT Corp
 EnLink Permian II, LLC (TX) - CT Corp
 EnLink Permian II, LLC (NM) - CT Corp
 EnLink Processing Services, LLC (DE) - CT Corp
 EnLink Processing Services, LLC (LA) - CT Corp
 EnLink Processing Services, LLC (NM) - CT Corp
 EnLink SE Texas Crude Pipeline, LLC (DE) - CT Corp ***
 EnLink SE Texas Crude Pipeline, LLC (TX) - CT Corp
 EnLink Texas NGL Pipeline, LLC (TX) - CT Corp
 EnLink Texas Processing, LP (TX) - CT Corp
 EnLink Tuscaloosa, LLC (LA) - CT Corp
 Jefferson Island Storage & Hub, L.L.C. (DE) - CT Corp
 Jefferson Island Storage & Hub, L.L.C. (LA) - CT Corp
 Jefferson Island Storage & Hub, L.L.C. (TX) - CT Corp
 Redcliff Midstream, LLC (DE) - CT Corp
 Redcliff Midstream, LLC (OK) - CT Corp
 Sabine Ethane, LLC (DE) - CT Corp
 Sabine Hub Services LLC (DE) - CT Corp
 Sabine Hub Services LLC (TX) - CT Corp
 Sabine Pass Plant Facility Joint Venture (TX) - CT Corp
 Sabine Pass Plant Facility Joint Venture (LA) - CT Corp
 Sabine Pipe Line LLC (DE) - CT Corp
 Sabine Pipe Line LLC (LA) - CT Corp
 Sabine Pipe Line LLC (TX) - CT Corp
 SWG Pipeline, L.L.C. (TX) - CT Corp
 TOM-STACK, LLC (DE) - CT Corp
 TOM-STACK, LLC (OK) - CT Corp
 Ascension Pipeline Company, LLC (DE)
 Ascension Pipeline Company, LLC (LA)
 Cedar Cove Midstream LLC (DE)
 Delaware G&P LLC (DE) - CT Corp
 Delaware G&P LLC (NM) - CT Corp
 Delaware G&P LLC (TX) - CT Corp
 Delaware Processing LLC (DE) - CT Corp *
 Delaware Processing LLC (TX) - CT Corp
 Gulf Coast Fractionators (TX)

If required by contract, the Certificate Holder is included as Additional Insured as respects General Liability form #83644 (8/12)#CG 20 10 (10/01), #CG 20 37 (10/01); as respects Auto Liability form #87950 (9/14); as respects Pollution form ENPU0001 (6/21); and is Primary and Non-Contributory per General Liability form #74434 (10/99) and form #CG 20 01 (12/19); Automobile Liability form #74445 (10/99); Waiver of Subrogation applies per General Liability form #CG2404 (12/19); Automobile Liability form #CA0444 (10/13); Workers' Compensation form

ACORD 101 (2008) **PACKET**

27.25

December 17, 2024

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ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED EnLink Midstream, LLC 1722 Routh St., Suite 1300 Dallas TX 75201
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

#WC000313 (4/84); Pollution ENPU0001 (6/21).
Contractual Liability – Railroads per Contract or Agreement per General Liability form #CG 24 17 (10/01); Notice of Cancellation to Third Parties per General Liability form #108538 (3/11); per Automobile Liability form #1074114 (3/11); per Workers' Compensation form #990058 (4/11); per Umbrella Liability form #LX8960 (05/13); Pollution Liability Broadened Coverage for Covered Autos provided per Automobile Liability form #CA9948 (10/13); Time Element Pollution is included in the General Liability policy per form 94161 (3/7); Collapse and Underground Hazards are not excluded in the General Liability policy. Workers Compensation Policy provides coverage for States of LA, OK, TX. Other States Covered: All States except monopolistic states. Workers Compensation policy provides Alternate Employer Endorsement per form #WC000301A (2/89) &WC 00 03 01 (4/84) that applies to any entity required by written contract with you before loss;
Workers Compensation policy provides West Virginia Employers Liability Broad Form Endorsement per form #WC994703 edition 07/08; Stop Gap Coverage applies for the following States: ND, OH, WA, WY; Workers Compensation Policy provides Longshore Harbor Workers Compensation Act coverage per form #WC000106A; Workers Compensation Policy provides Maritime coverage per form #WC000201B Workers Compensation Policy provides Voluntary Compensation Maritime coverage per form #WC000203; If qualified as an additional insured, or provided a waiver of subrogation on the primary General Liability, Workers Compensation or Auto policies, then the umbrella too will include these; Auto Liability - MCS 90 applies to EnLink Midstream, LLC; DOT #2588549 - \$3,000,000 limit.

WELLS FARGO BANK N.A.
WWW.WELLSFARGO.COM

5977

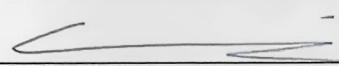
ENLINK MIDSTREAM
DALLAS LAND ACCOUNT
1722 ROUTH STREET SUITE 1300
DALLAS, TEXAS 75201

11-24/1210

DATE 10/4/2024

PAY One-thousand six hundred ninety-eight and ⁴⁰/₁₀₀ DOLLARS \$1698.40/100
TO THE ORDER OFCity of Midland
300 N. Lorraine
Midland, Tx 79701

2 SIGNATURES REQUIRED IF OVER \$25,000-VOID IF OVER \$100,000


AUTHORIZED SIGNATURE

Security features. Details on back.



MP

MP

⑈005977⑈ ⑆121000248⑆ 4124925470⑈

DATE	DESCRIPTION	AMOUNT	AFE NO.	PAYEE TAX I.D. NO.
10-4-2024	Payment for Easment Renewal Fee Gridiron CN-1122 Section 23, Block 40, T-1-S Section 24, Block 40, T-1-S Midland County, Tx	\$1698.40	GL 100 Acct 5400 Exp 268 OU 5305 Dept 112	75-6000608
PACKET	Phone: 432-685-7470 - John Simmons	27.27	December 17, 2024	



City Council Meeting

Item Number: 28
Meeting Date: December 17, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE AMENDMENT (24-317-017) WITH ETC NORTH PERMIAN MIDSTREAM, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY (DISTRICT 1) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This motion will Amend the Right of Way License 22-317-028, executed December 14, 2022, and recorded as 2022-34750 in the Midland County Recorder's office, with WTG North Permian Midstream, LLC. This amendment will reflect a change of ownership of the existing facility and provide for the expansion of the current surface use area. All other licensed facilities located within will remain the same. The applicant would like to expand the pad site area an additional 64,358 square feet or 1.48 acres for a total of 3.32 acres to add compressors and storage tanks.

The applicant will need a 20' wide temporary workspace for the construction of the pad site.

This Right-of-Way License is for 8 years, the remainder of the original 10 years. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee: \$1,000.00

8-Year remainder,
Additional Surface area: 64,358 square feet x \$0.28 per sq. ft (\$18,020.24)

Total Collected this date: \$19,020.24

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This facility was originally licensed under a ROW License dated 8/15/2012 for pipelines and a 250' x 150' (37,500 sq. ft.) surface use area for a gas compressor station. WTC North Permian Midstream, LLC renewed the license in 2022. It expanded the right of way to replace the 12" poly line with a 20" poly construction pipeline and enlarge the existing surface use area to an 80,150.4 square foot area / 1.84 acres. ETC North Permian Midstream, LLC is now the owner of this facility. It needs to expand the surface area an additional 64,358 square feet to be able to accommodate product being shipped out.

Certificates of Insurance are on file

The City Secretary is to record all documents

For E. Out

City Manager's Office

**AMENDMENT TO THE RIGHT OF WAY LICENSE
BETWEEN ETC NORTH PERMIAN MIDSTREAM LLC
AND
THE CITY OF MIDLAND, TEXAS**

THIS AMENDMENT is made effective this ___ day of _____, 2024, by and between ETC North Permian Midstream LLC ("Company"), and the City of Midland ("City"), a home-rule municipality.

WHEREAS, WTG North Permian Midstream LLC and City entered into that certain Right of Way License made effective December 14, 2022 (the "License"), for the right to enter upon certain City-owned property for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing two poly construction pipelines, a steel construction pipeline and a one and eighty-four hundredths (1.84) acre surface site on and across City's property which was approved by the Midland City Council by Motion No. 143-2022; and

WHEREAS, the License has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, WTG North Permian Midstream was acquired by Company on July 24, 2024 and transferred its rights, title and interest in the License to Company; and

WHEREAS, Company and City desire to make certain amendments to the License as set forth below;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

- a. The License is hereby amended so as to incorporate, in its entirety, **Exhibit C**, attached hereto, for all purposes.
- b. **Section II(A)** of the License is hereby amended to read in its entirety as follows:

A. License Fee. A license fee in the amount of ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED THIRTY-SIX and 39/100 Dollars (\$114,636.39) ("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).

- c. Section III(A) of the License is hereby amended to read in its entirety as follows:

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the pipeline locations 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 pipeline locations, two (2) poly construction pipeline, one not to exceed four (4) inches in diameter and the other not to exceed twenty (20) inches in diameter, and a steel construction pipeline, not to exceed eight (8) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose and Licensee shall have the right to enter upon the Property for the purpose of placing, constructing, operating, repairing, maintaining and removing a surface site not to exceed one and eighty-four hundredths (1.84) acres as shown on Exhibit B, attached hereto and incorporated herein, and for the purpose of placing, constructing, operating, repairing, maintaining and removing a surface site not to exceed one and forty-eight hundredths (1.48) acres as shown on Exhibit C, attached hereto and incorporated herein, and shall 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 pipeline(s) and facilities 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(s) and facilities 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.**

- d. A one-time application fee in the amount of One Thousand and 00/100 Dollars (\$1,000.00) shall be due and payable by Licensee to Licensor contemporaneously with the execution of this Amendment.
- e. The License, inclusive of this Amendment, is hereby ratified and affirmed by Company and City, and the License shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

[Signature Pages Follow]

CITY OF MIDLAND:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

ETC NORTH PERMIAN MIDSTREAM LLC

By: ETC MIDLAND GAS GATHERING HOLDINGS LLC, ITS SOLE MEMBER

By: ETC Midland Gas Gathering, LLC, ITS SOLE MEMBER

Kevin Taliaferro

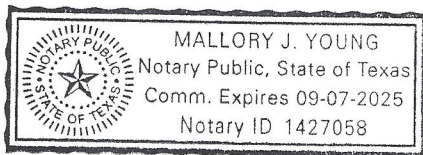
Kevin Taliaferro, Senior Director – Land and Right of Way

THE STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this the 21st day of November, 2024, by Kevin Taliaferro, the Senior Director – Land & Right of Way on behalf of ETC Midland Gas Gathering, LLC, a Texas limited liability company, on behalf of and as sole member of ETC Midland Gas Gathering Holdings LLC, a Delaware limited liability company, on behalf of and as sole member of ETC North Permian Midstream LLC, a Texas limited liability company, on behalf of said limited liability company.

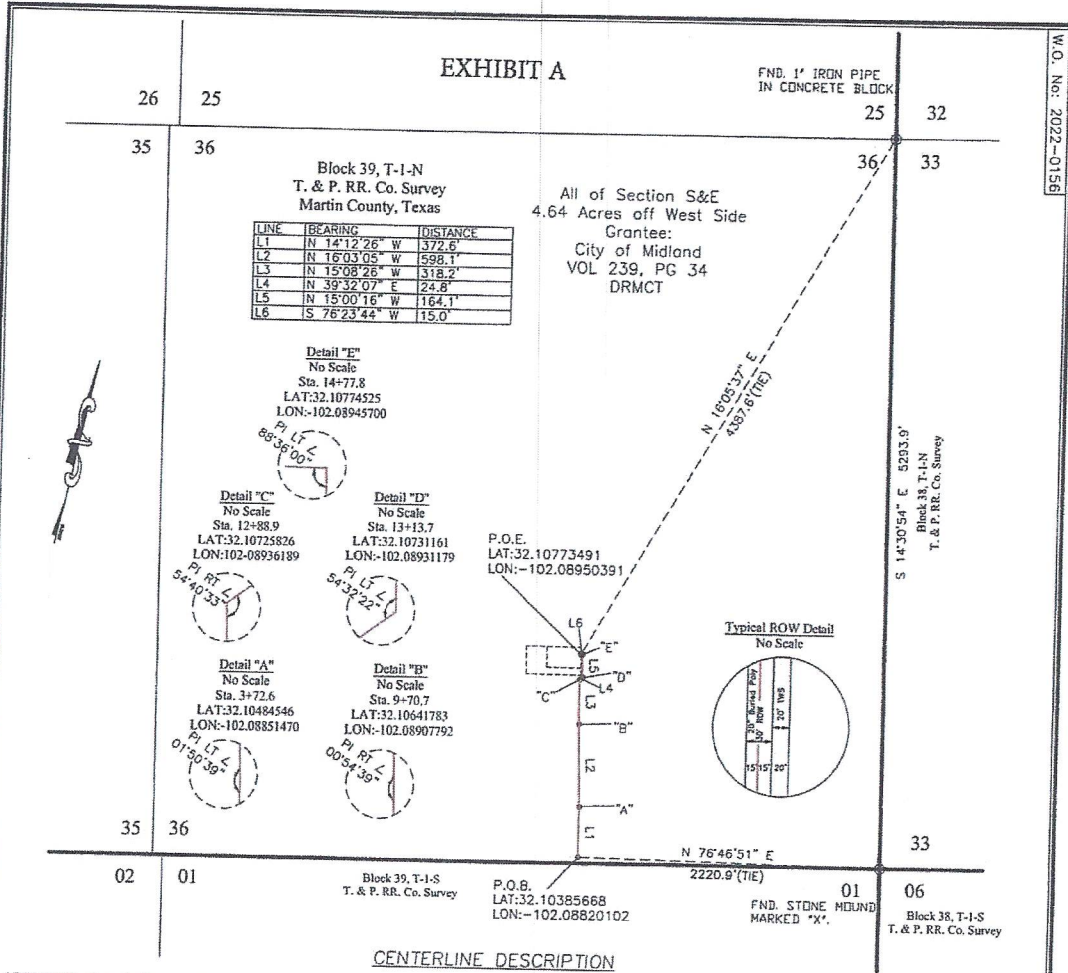
GIVEN UNDER MY AND SEAL OF OFFICE this the 21st day of November, 2024.



Mallory J. Young
Notary Public, in and for
The State of Texas

My Commission Expires: 9-07-2025

EXHIBIT A



CENTERLINE DESCRIPTION

CENTERLINE of a pipeline crossing a tract of land referenced in that certain deed to City of Midland by document recorded in Volume 239, Page 34 of the Deed Records of Martin County, Texas, and being located in Section 36, Block 39, T-1-N, T. & P. RR. Co. Survey, Martin County, Texas and being more particularly described as follows:

Note: Plane coordinates and bearings shown hereon are Lambert grid and conform to the Texas State Plane Coordinate System, "Texas Central Zone", North American Datum of 1983. Distances and Areas shown hereon are grid values.

BEGINNING at a point in the Southeast quarter of said Section 36, from which a stone mound marked "X" found at or near the Southeast corner of said Section 36 bears N 76°46'51" E a distance of 2220.9 feet.

THENCE N 14°12'26" W, a distance of 372.6 feet to a point of intersection left;

THENCE N 16°03'05" W, a distance of 598.1 feet to a point of intersection right;

THENCE N 15°08'26" W, a distance of 318.2 feet to a point of intersection right;

THENCE N 39°32'07" E, a distance of 24.8 feet to a point of intersection left;

THENCE N 15°00'16" W, a distance of 164.1 feet to a point of intersection left;

THENCE S 76°23'44" W, a distance of 15.0 feet to the END OF THIS LICENSE from which a 1 inch iron pipe in concrete block found at or near the Northeast corner of said Section 36 bears N 16°05'37" E, a distance of 4387.6 feet;

Total length of pipeline license equals 1492.8 feet or 90.47 rods, more or less.

20" PIPELINE LICENSE TOTALS		
	FEET	RODS
OVERALL	1492.8	90.47

NOTES:

- 1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE GRID VALUES.
- 2) OWNERSHIP PROVIDED BY CLIENT'S ADVICE.
- 3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS AND/OR EASEMENTS WERE BEYOND THE COMMISSIONED SCOPE OF THE PROJECT AND HAVE BEEN SPECIFICALLY OMITTED.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN IN THE FIELD IN A BONA FIDE SURVEY MADE UNDER MY SUPERVISION.

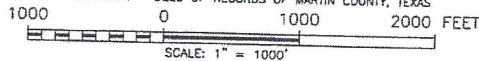


LAND POINT

Midland, LLC

LEGEND

- ⊙ - FOUND MONUMENT AS NOTED
- - CALCULATED CORNER
- - CALICHE LEASE ROAD
- X - BARBED WIRE FENCE LINE
- - OVERHEAD ELECTRIC LINE
- - BURIED PIPELINE
- - PIPELINE LICENSE
- O.P.R.M.C.T. - OFFICIAL PUBLIC RECORDS OF MARTIN COUNTY, TEXAS
- D.R.M.C.T. - DEED OF RECORDS OF MARTIN COUNTY, TEXAS



**WTG North Permian
Midstream LLC**

349 COMPRESSOR SOUTH LINE

**20" PIPELINE LICENSE
CROSSING SECTION 36, BLOCK 39, T-1-N
T. & P. RR. CO. RR. CO. SURVEY
MARTIN COUNTY, TEXAS**

Survey Date: JUNE 16, 2022

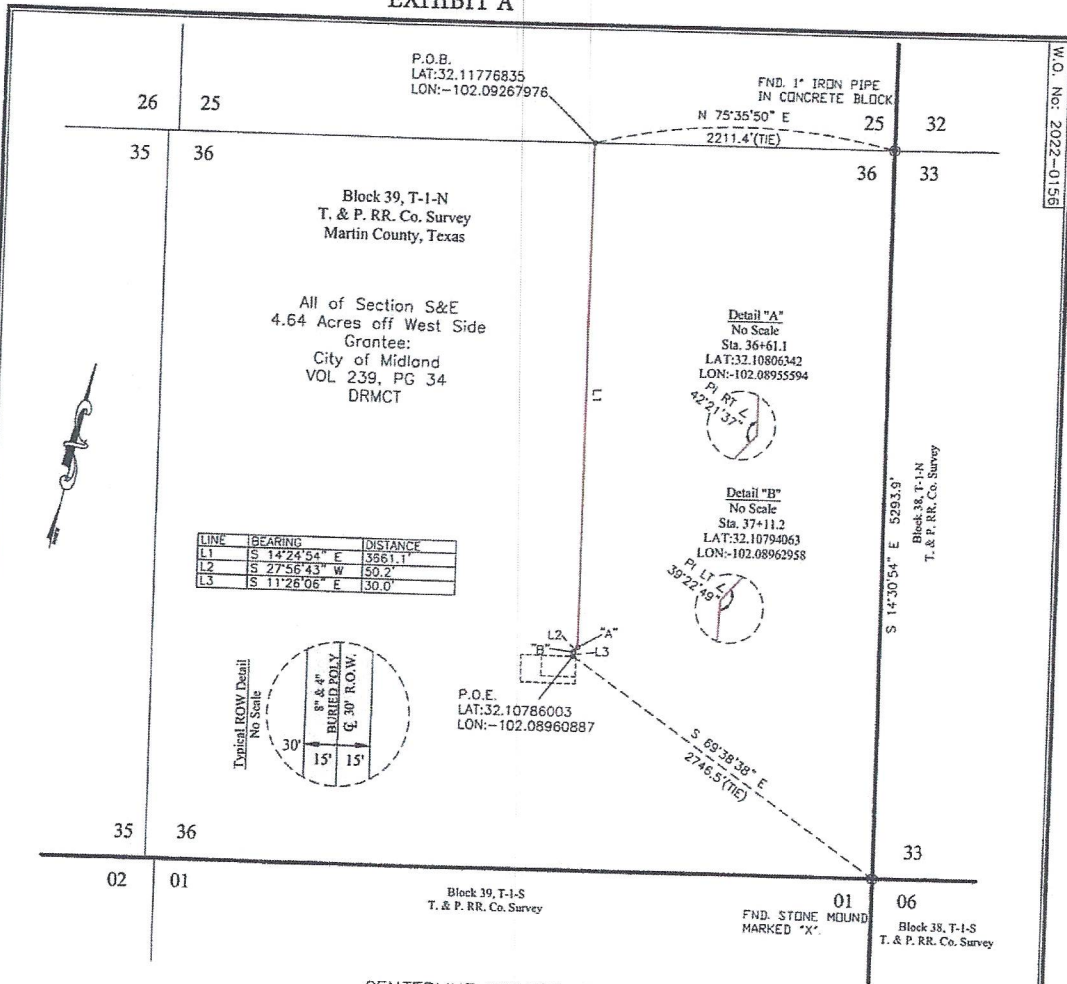
SHEET 1 OF 1

Revised Date: Aug. 3, 2022

Drawn by: December 17, 2024

Midland, LLC

EXHIBIT A



CENTERLINE DESCRIPTION

CENTERLINE of a existing pipeline crossing a tract of land referenced in that certain deed to City of Midland by document recorded in Volume 239, Page 34 of the Deed Records of Martin County, Texas, and being located in Section 36, Block 39, T-1-N, T. & P. RR. Co. Survey, Martin County, Texas and being more particularly described as follows:

Note: Plane coordinates and bearings shown hereon are Lambert grid and conform to the Texas State Plane Coordinate System, "Texas Central Zone", North American Datum of 1983. Distances and Areas shown hereon are grid values.

BEGINNING at a point in the Northeast quarter of said Section 36, from which a 1 inch iron pipe in concrete block found at or near the Northeast corner of said Section 36 bears N 75°35'50" E, a distance of 2211.4 feet;

THENCE S 14°24'54" E, a distance of 3661.1 feet for a point of intersection right;

THENCE S 27°56'43" W, a distance of 50.2 feet for a point of intersection right;

THENCE S 11°26'06" E, a distance of 30.0 feet for the END OF THIS LICENSE from which a stone mound marked "X" found at or near the Southeast corner of said Section 36 bears S 69°38'38" E a distance of 2746.5 feet.

Total length of existing pipeline license equals 3741.3 feet or 226.74 rods, more or less.

8" & 4" PIPELINE LICENSE TOTALS		
	FEET	RODS
OVERALL	3741.3	226.74

NOTES:

- BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE GRID VALUES.
- OWNERSHIP PROVIDED BY CLIENT'S AGENT.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF EASEMENTS AND/OR COVENANTS HERE BEYOND THE COMMISSIONED SCOPE OF THE PROJECT AND HAVE BEEN SPECIFICALLY Omitted.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN IN THE FIELD IN A BONA FIDE SURVEY MADE UNDER MY SUPERVISION.

WADE MERTZ TEXAS R.P.L.S. NO. 4082

LAND POINT

FIRM REGISTRATION 180688-00
110 W. LOUISIANA, STE. 100
MIDLAND TEXAS, 79701
(432) 687-0865 - (432) 687-0868 FAX

City of Midland, LLC

LEGEND

- ⊙ - FOUND MONUMENT AS NOTED
- - CALCULATED CORNER
- - CALICHE LEASE ROAD
- X - BARBED WIRE FENCE LINE
- E - OVERHEAD ELECTRIC LINE
- - BURIED PIPELINE
- - EXISTING PIPELINE LICENSE
- O.P.R.M.C.T. - OFFICIAL PUBLIC RECORDS OF MARTIN COUNTY, TEXAS
- D.R.M.C.T. - DEED OF RECORDS OF MARTIN COUNTY, TEXAS

1000 0 1000 2000 FEET
SCALE: 1" = 1000'



City of Midland
**WTG North Permian
Midstream LLC**

349 COMPRESSOR NORTH LINE

EXISTING 8" & 4" PIPELINE LICENSE
CROSSING SECTION 36, BLOCK 39, T-1-N
T. & P. RR. CO. RR. CO. SURVEY
MARTIN COUNTY, TEXAS

Survey Date: JUNE 16, 2022

SHEET 1 OF 1

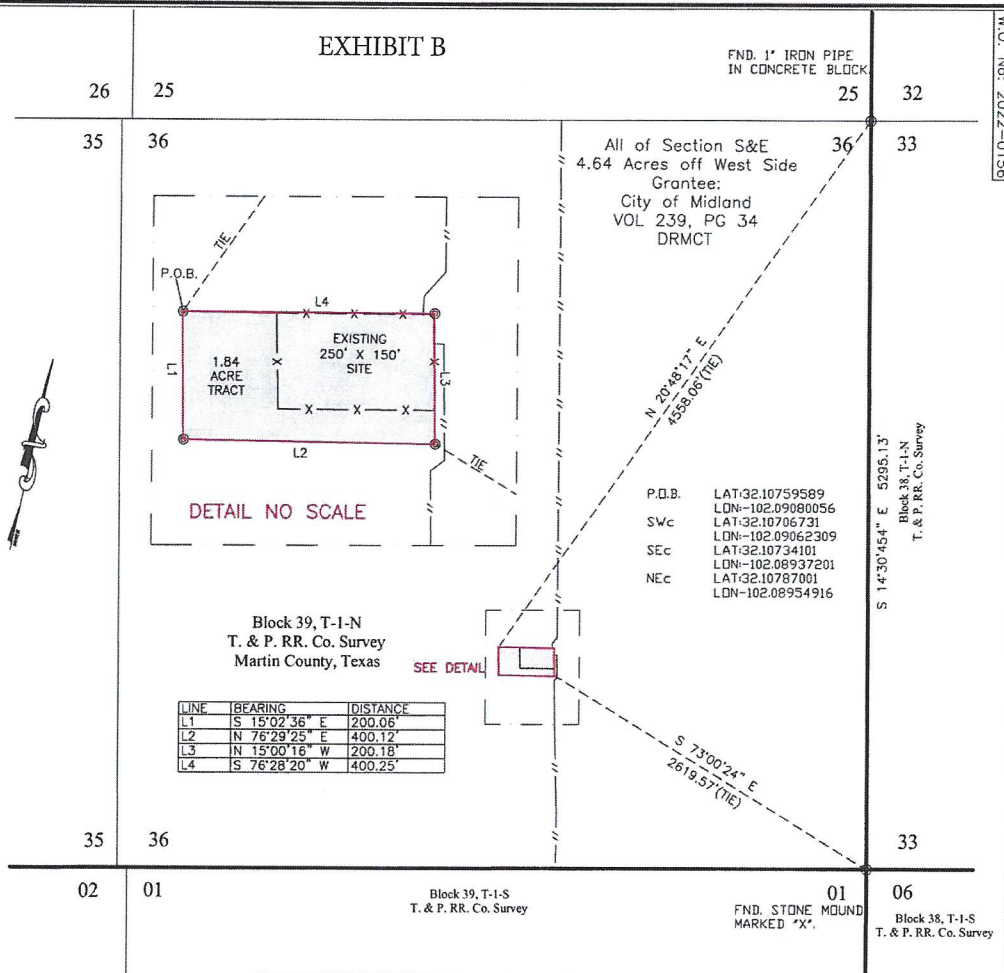
Revised Date: JULY 11, 2022

Drawn December 17, 2024

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City of Midland, LLC

EXHIBIT B



METES AND BOUNDS DESCRIPTION

BEING A 1.84 ACRE TRACT OUT OF A TRACT OF LAND CONVEYED TO CITY OF MIDLAND, BY DOCUMENT RECORDED IN VOLUME 239, PAGE 34 OF THE DEED RECORDS OF MARTIN COUNTY, TEXAS, AND BEING LOCATED IN SECTION 36, BLOCK 39, T-1-N, T. & P. RAILROAD COMPANY SURVEY, MARTIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. OF MIDLAND" SET FOR THE NORTHWEST CORNER OF THIS TRACT, FROM WHICH A FOUND 1" IRON PIPE IN CONCRETE BLOCK FOR THE NORTHEAST CORNER OF SECTION 36, BEARS N 20°48'17" E, A DISTANCE OF 4558.06 FEET;

THENCE S 15°02'36" E, A DISTANCE OF 200.06 FEET TO A 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. OF MIDLAND" SET FOR THE SOUTHWEST CORNER OF THIS TRACT,

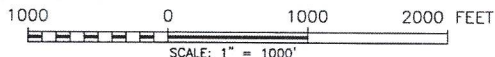
THENCE N 76°29'25" E, A DISTANCE OF 400.12 FEET TO A 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. OF MIDLAND" SET FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A FOUND STONE MOUND MARKED "X" FOR THE SOUTHEAST CORNER OF SECTION 36, BEARS S 73°00'24" E, A DISTANCE OF 2619.57 FEET;

THENCE N 15°00'16" W, A DISTANCE OF 200.18 FEET TO A 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. OF MIDLAND" SET FOR THE NORTHEAST CORNER OF THIS TRACT,

THENCE S 76°28'20" W, A DISTANCE OF 400.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.84 ACRES OF LAND.

LEGEND

- ⊙ - Denotes Found Monument (As Described)
- - Denotes Calculated Corner (As Described)
- ⊙ - Denotes set 1/2" iron rod with red plastic cap marked "WEST CO. of MIDLAND"
- - Denotes found 1/2" iron rod with cap marked "4413"
- - Denotes Proposed Surface Site



NOTES:

- 1) BEARINGS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE TEXAS STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES ARE SURFACE VALUES.
- 2) OWNERSHIP PROVIDED BY CLIENT'S AGENT.
- 3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS AND/OR EASEMENTS WERE BEYOND THE COMMISSIONED SCOPE OF THE PROJECT AND HAVE BEEN SPECIFICALLY OMITTED.
- 4) COMPANION DRAWING IS FILED IN THE OFFICE OF WEST COMPANY OF MIDLAND, LLC AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS SURVEY

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM NOTES TAKEN IN THE FIELD IN A BONA FIDE SURVEY MADE UNDER MY SUPERVISION.



WTG North Permian Midstream LLC	
349 COMPRESSOR SITE EXPANSION	
PROPOSED 1.84 ACRE SITE CROSSING SECTION 36, BLOCK 39, T-1-N T. & P. RR. CO. RR. CO. SURVEY MARTIN COUNTY, TEXAS	
Survey Date: JUNE 16, 2022	SHEET 1 OF 1
Revised Date: JUNE 27, 2022	Drawn: December 17, 2024
T:\WTG Gas Gathering Company (KEVIN)\2022-0156 349 COMPRESSOR SITE\2022-0156 349 COMPRESSOR SITE.dwg	

PACKET

dba West Company of Midland, LLC

289

EXHIBIT "A"

1 OF 2

1.48 ACRE SURFACE SITE:

BEING A DESCRIPTION OF A 1.48 ACRE SURFACE SITE, LOCATED IN SECTION 36, BLOCK 39, TOWNSHIP 1 NORTH, T. & P. RR. Co. SURVEY, ABSTRACT 694, MARTIN COUNTY, TEXAS, SAID SURFACE SITE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHEAST CORNER HEREOF, WHICH BEARS NORTH 73°50'50" WEST, A DISTANCE OF 2554.7 FEET FROM A IRON ROD, FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 36;

THENCE SOUTH 77°32'15" WEST, A DISTANCE OF **470.4 FEET** TO A POINT FOR THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 13°59'45" WEST, A DISTANCE OF **307.0 FEET** TO A POINT FOR THE NORTHWEST CORNER HEREOF;

THENCE NORTH 77°31'10" EAST, A DISTANCE OF **70.3 FEET** TO A POINT FOR THE MOST NORTHERLY NORTHEAST CORNER HEREOF;

THENCE SOUTH 13°59'45" EAST, A DISTANCE OF **200.1 FEET** TO A POINT FOR AN INTERIOR CORNER HEREOF;

THENCE NORTH 77°32'15" EAST, A DISTANCE OF **400.1 FEET** TO A POINT FOR THE MOST EASTERLY NORTHEAST CORNER HEREOF;

THENCE SOUTH 13°59'45" EAST, A DISTANCE OF **107.0 FEET** TO THE **POINT OF BEGINNING**.

TOTAL AREA IN SECTION 36, EQUALS **1.48 ACRES** OR **64,358 SQUARE FEET**.

NOTES:

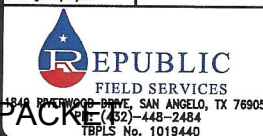
1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83, IN U.S. SURVEY FEET.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. EASEMENT PLAT OF EVEN DATE ACCOMPANIES THIS PLAT AND IS PART OF THIS SURVEY.
4. SURVEYOR'S SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
5. COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO: Texas Board of Professional Land Surveying
12100 Park 35 Circle, Bldg A, Suite 156, mc-230
Austin, TX 78753
PHONE: (512) 239-5263

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 2 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 SEPTEMBER 19, 2024.

Justin Rene Parenteau
JUSTIN RENE PARENTEAU
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE No. 5959



DRAWN BY: SCD	SCALE: N.T.S.
CHECKED: JRP	W.D. No.: RFS-3317
DATE: 9/30/24	
ATE:	
REV: #1 10/16/24	



1.48 ACRE SURFACE SITE

PROJECT NAME: STATION 349 INLET CONTROL DEVICE FLARE EXPANSION

SITUATED IN
SECTION 36, BLOCK 39, TOWNSHIP 1 NORTH,
T. & P. RR. Co. SURVEY,
ABSTRACT 694
MARTIN COUNTY, TEXAS

ETC NORTH PERMIAN
MIDSTREAM, LLC



December 17, 2024

LEGEND

SURFACE SITE
 PERMANENT EASEMENT
 TEMPORARY WORKSPACE
 SECTION LINE
 EXISTING PIPELINE
 OVERHEAD ELECTRIC
 PROPERTY LINE
 P.O.B.
 P.O.T.
 A.T.W.S.

EXHIBIT "A"

2 OF 2

SURFACE SITE: 1.48 ACRES OR 64,358 SQUARE FEET

SECTION 36,
 BLOCK 39, TOWNSHIP 1 NORTH,
 T. & P. RR. Co.
 ABSTRACT 694

LINE	BEARING	DISTANCE
L1	S 77°32'15" W	470.4'
L2	N 13°59'45" W	307.0'
L3	N 77°31'10" E	70.3'
L4	S 13°59'45" E	200.1'
L5	N 77°32'15" E	400.1'
L6	S 13°59'45" E	107.0'

1.48 ACRE
SURFACE SITE

WTG NORTH PERMIAN
 MIDSTREAM LLC
 INSTRUMENT No. 2022-34750
 CALLED 1.84 ACRES
 O.P.R.M.C.T.

TOWNSHIP 1 NORTH
 TOWNSHIP 1 SOUTH



SCALE: 1" = 1000'

NOTES:

1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, HADRS, 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. EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT AND IS PART OF THIS SURVEY.
4. SURVEYORS SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
5. COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO: Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg A, Suite 156, mc-230 Austin, TX 78753, PHONE: (512) 238-5263

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 2 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 SEPTEMBER 19, 2024.

JUSTIN RENE PARENTEAU
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS LICENSE No. 5959



DRAWN BY: SCD
 CHECKED: JRP
 DATE: 9/20/24
 AFE:
 REV: #1 10/18/24

SCALE: 1"=1000'
 W.O. No.: RFS-3317

REPUBLIC
 FIELD SERVICES
 1848 BROWNSWOOD DRIVE, SAN ANGELO, TX 76905
 (409) 448-2484
 FBPLS No. 1019440

1.48 ACRE SURFACE SITE

PROJECT NAME: STATION 349 INLET CONTROL DEVICE FLARE EXPANSION

SITUATED IN
 SECTION 36, BLOCK 39, TOWNSHIP 1 NORTH,
 T. & P. RR. Co. SURVEY,
 ABSTRACT 694
 MARTIN COUNTY, TEXAS

ETC NORTH PERMIAN
 MIDSTREAM, LLC



December 17, 2024

EXHIBIT "C"

1 OF 2

1.48 ACRE SURFACE SITE:

BEING A DESCRIPTION OF A 1.48 ACRE SURFACE SITE, LOCATED IN SECTION 36, BLOCK 39, TOWNSHIP 1 NORTH, T. & P. RR. Co. SURVEY, ABSTRACT 694, MARTIN COUNTY, TEXAS, SAID SURFACE SITE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHEAST CORNER HEREOF, WHICH BEARS NORTH 73°50'50" WEST, A DISTANCE OF 2554.7 FEET FROM A IRON ROD, FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 36;

THENCE SOUTH 77°32'15" WEST, A DISTANCE OF **470.4 FEET** TO A POINT FOR THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 13°59'45" WEST, A DISTANCE OF **307.0 FEET** TO A POINT FOR THE NORTHWEST CORNER HEREOF;

THENCE NORTH 77°31'10" EAST, A DISTANCE OF **70.3 FEET** TO A POINT FOR THE MOST NORTHERLY NORTHEAST CORNER HEREOF;

THENCE SOUTH 13°59'45" EAST, A DISTANCE OF **200.1 FEET** TO A POINT FOR AN INTERIOR CORNER HEREOF;

THENCE NORTH 77°32'15" EAST, A DISTANCE OF **400.1 FEET** TO A POINT FOR THE MOST EASTERLY NORTHEAST CORNER HEREOF;

THENCE SOUTH 13°59'45" EAST, A DISTANCE OF **107.0 FEET** TO THE **POINT OF BEGINNING**.

TOTAL AREA IN SECTION 36, EQUALS **1.48 ACRES** OR **64,358 SQUARE FEET**.

NOTES:

1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, NORTH 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. EXISTENT PLAT OF EVEN DATE ACCOMPANIES THIS PLAT AND IS PART OF THIS SURVEY.
4. SURVEYOR'S SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
5. COMPLAINTS IN REGARD TO VIOLATIONS OF GENERAL RULES OF SURVEYING PROCEDURES AND PRACTICES SHOULD BE DIRECTED TO: Texas Board of Professional Land Surveying
12100 Park 35 Circle, Bldg A, Suite 156, mc-230
Austin, TX 78753
PHONE: (512) 239-5263

I HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 2 SURVEY. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION SHOWN HEREOF IS BASED ON FIELD DATA COLLECTED ON SEPTEMBER 19, 2024.

Justin Rene Parenteau
JUSTIN RENE PARENTEAU
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE No. 5959



DRAWN BY: SCD	SCALE: N.T.S.
CHECKED: JRP	W.O. No.: RFS-3317
DATE: 9/30/24	
APP:	
REV: #1 10/16/24	

REPUBLIC
PACKET SERVICES
1849 RIVERWOOD DRIVE, SAN ANGELO, TX 76905
PH: (432)-448-2484
TBPLS No. 1019440

1.48 ACRE SURFACE SITE

PROJECT NAME: STATION 349 INLET CONTROL DEVICE FLARE EXPANSION

ETC NORTH PERMIAN
MIDSTREAM, LLC

SITUATED IN
SECTION 36, BLOCK 39, TOWNSHIP 1 NORTH,
T. & P. RR. Co. SURVEY,
ABSTRACT 694
MARTIN COUNTY, TEXAS

ENERGY TRANSFER
December 17, 2024

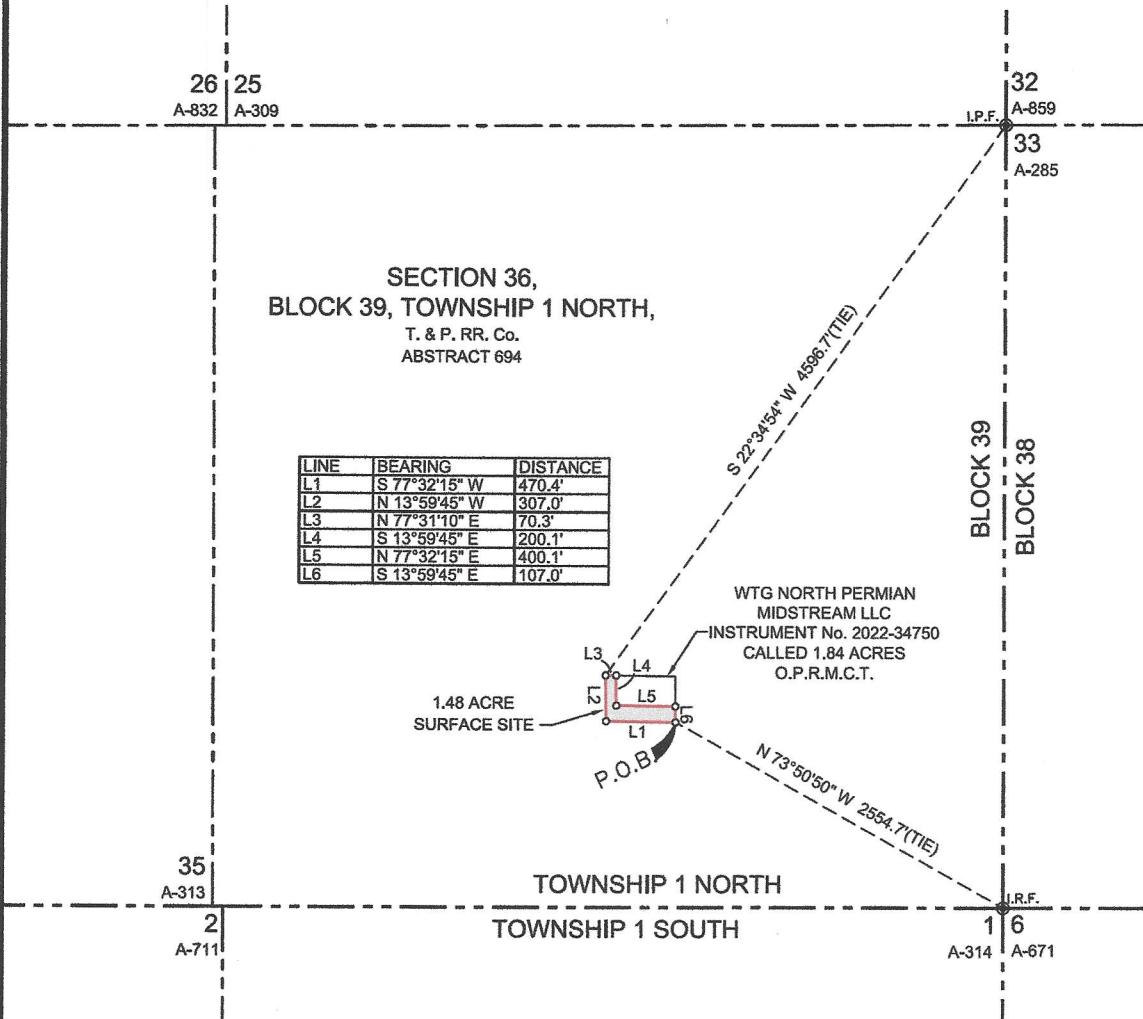
LEGEND

SURFACE SITE
 PERMANENT EASEMENT
 TEMPORARY WORKSPACE
 SECTION LINE
 EXISTING PIPELINE
 OVERHEAD ELECTRIC
 PROPERTY LINE
 P.O.B.
 P.O.T.
 A.T.W.S.

EXHIBIT "C"

2 OF 2

SURFACE SITE: 1.48 ACRES OR 64,358 SQUARE FEET



NOTES:

1. BEARINGS AND DISTANCES CONFORM TO THE TEXAS COORDINATE SYSTEM, NORTH 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. EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT AND IS PART OF THIS SURVEY.
4. SURVEYOR'S SIGNATURE WILL APPEAR IN BLUE INK ON ORIGINALS.
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Justin Rene Parenteau
 JUSTIN RENE PARENTEAU
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS LICENSE No. 5959



DRAWN BY: SCD
 CHECKED: JRP
 DATE: 9/30/24
 AFD:
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REPUBLIC
 PACKET
 FIELD SERVICES
 1849 RIVERWOOD DRIVE, SAN ANGELO, TX 76905
 PH: (432)-448-2484
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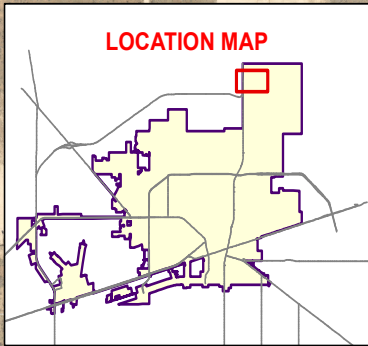
1.48 ACRE SURFACE SITE

PROJECT NAME: STATION 349 INLET CONTROL DEVICE FLARE EXPANSION

ETC NORTH PERMIAN
 MIDSTREAM, LLC

SITUATED IN
 SECTION 36, BLOCK 39, TOWNSHIP 1 NORTH,
 T. & P. RR. Co. SURVEY,
 ABSTRACT 694
 MARTIN COUNTY, TEXAS

ENERGY TRANSFER
 December 17, 2024



BLK 39-1-N
SEC 35

BLK 39-1-N
SEC 36

BLK 38-1-N
SEC 33

Proposed Surface Site
1.48 Acres

BLK 39-1-S
SEC 2

BLK 39-1-S
SEC 1

BLK 38-1-S
SEC 6

Date: 11/8/2024

Legend

PACKET

- Proposed Surface Site
- Survey Section

28.14
ETC Proposed Surface Site

December 17, 2024



0 250 500 Feet

©THE CITY OF MIDLAND - 2024
THIS DATA IS NOT A SUBSTITUTION FOR A
SURVEY PROJECT. NOR IS IT DESIGNED TO
BE USED AS A PRIMARY TOOL IN PERMITTING
OR OTHER DECISIONS BASED SOLELY ON THE
INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR
ANY DECISIONS BASED UPON THE USE OF THIS DATA.



CERTIFICATE OF LIABILITY INSURANCE

9/15/2025

DATE (MM/DD/YYYY)
11/6/2024

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

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

PRODUCER	Lockton Companies, LLC Lockton Companies, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042	CONTACT NAME:		
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		
INSURED	ETC North Permian Midstream, LLC 1389322 1300 Main Street Houston TX 77002	INSURER A : Old Republic Insurance Company		NAIC #
		INSURER B : ACE American Insurance Company		24147
		INSURER C :		22667
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 21130078

REVISION NUMBER: XXXXXXXX

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 CERTIFICATION 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	MWZY 59829-24	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ See Below
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	MWTB 21711-24 MWZX 315003-24	9/15/2024 9/15/2024	9/15/2025 9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	Y	WLR C50725789 SCF C50725868 (MO, NC, OK, PA, WI)	9/15/2024 9/15/2024	9/15/2025 9/15/2025
B	*Excess Workers Compensation (OH)	Y	Y	WCU C50726113	9/15/2024	9/15/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 10,000,000 E.L. DISEASE - EA EMPLOYEE \$ 10,000,000 E.L. DISEASE - POLICY LIMIT \$ 10,000,000 EL Each Acc \$10MM EL Disease-Policy Lim \$10MM EL Disease-Each Empl \$10MM

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

EXCESS WORKERS COMPENSATION - * POLICY APPLIES TO OHIO. Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording. All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

21130078 City of Midland 300 N. Lorraine Midland TX 79702	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 

PACKET

28 15

December 17, 2024

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.



THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

ET Gathering & Processing LLC
ROW Account
8111 Westchester Drive Suite 600
Dallas, TX 75225



Wells Fargo Bank, N.A.
Chapel Hill, NC
800-289-3557
66-156/531 2079900554685

25620

DATE

11/12/2024

\$ 18,020.24

PAY

Eighteen Thousand Twenty $\frac{24}{100}$

DOLLARS

TO
THE
ORDER
OF

CITY of Midland
~~300~~ 300 North Coraine
Midland, TX 79701



⑈ 25620⑈ ⑆053101561⑆ 2079900554685⑈

ET Gathering & Processing LLC

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

25620

DATE	DESCRIPTION	AMOUNT
11/12/24	Station 349 Inlet Control Device Section 36 Blk 34 T-1-N T & P R R Co. Survey Martin Co. C - 24023 + BL - 21300701	\$18,020.24



Superior (888) 590-7988

1-4768289

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARNED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

ET Gathering & Processing LLC

ROW Account

8111 Westchester Drive Suite 600
Dallas, TX 75225



Wells Fargo Bank, N.A.
Chapel Hill, NC
800-289-3557
66-156/531 2079900554685

25618

11/5/2024

DATE

One Thousand $\frac{00}{100}$

\$ 1,000.00

PAY _____ DOLLARS

City of Midland
300 North Loraine
Midland, TX 79701

TO
THE
ORDER
OF



[Signature]

⑈ 25618 ⑈ ⑆053101561⑆ 2079900554685⑈

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

ET Gathering & Processing LLC

25618

DATE	DESCRIPTION	AMOUNT
11/5/24	Station 349 Inlet Control Device Section 36 Block 34 T-1-N T & P RZ Co. Survey Martin Co, TX = Application Fee C-24023-GL-21300701	\$1,000.00



City Council Meeting

Item Number: 29
Meeting Date: December 17, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND PIONEER NATURAL RESOURCES USA, INC., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY (DISTRICT 1) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This motion will provide the applicant a 320.82-rod long corridor-type right of way to place nine eight-inch flowlines. Right of Way will run North-South and parallel with the Section line.

This Right-of-Way License is for 15 years with one additional 15-year renewal term.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): \$1,000

9 – 8” pipelines (\$190.00/rod * 320.82 rods) \$548,602.20.00

1 – 30Kv to 69Kv power line (\$76.00/rod * 320.82 rods) \$24,382.32

\$229,193.81 is due on or before the commencement date, and the second installment payment of \$343,790.71 is due on or before the sixth anniversary of the commencement date.

Total collected this date: \$230,193.81

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

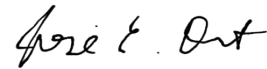
Discussion:

This Right of Way is located 60' west of the section line and runs North-South,

A 30' wide temporary construction workspace will be removed upon completion of work.

Pioneer Natural Resources USA Inc., Certificate of Insurance is on file and up to date.

City Secretary will record the Right of Way License.



City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: January 31st, 2025

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: PIONEER NATURAL RESOURCES USA, INC., a Delaware Corporation

Licensee's Representative: Brent Braden

Licensee's Mailing Address: P.O. Box 3178
Midland, Tx 79702

Property: As shown in Exhibit "A"

License Number:

Licensee desires use of property owned by Licensor in Martin County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of fifteen (15) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of fifteen (15) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days after written notice, or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of sixty (60) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon Licensor's City Council approving such termination and upon giving at least seven (7) years written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective. In the event Licensor gives seven (7) years written notice of termination, Licensor and Licensee shall work together in good faith to determine a reasonable alternate route on Licensor's property.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within three hundred and sixty-five (365) days after termination of this License in the event this License is terminated pursuant to Section I(C).

II. Financial Consideration

A. License Fee. A license fee in the amount of _____ and __/100 Dollars (\$_____) ("License Fee") shall be due and payable in two installments. The first installment payment in the amount of _____ and __/100 Dollars (\$_____) shall be due on or prior to the Commencement Date and the second installment payment in the amount of _____ and __/100 Dollars (\$_____) shall be due on or prior to the sixth anniversary of the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.C., 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. Surface Damage Fee. Purposefully omitted.

C. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of 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.

D. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed ten percent (10%) of the License Fee paid for the last year of the Initial Term.

E. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

F. Late Payment. 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, at any time during the Initial Term or Renewal Term, for the purpose of (i) placing, laying, burying, installing, constructing, maintaining, operating, inspecting, repairing, replacing, operating, upgrading, and/or removing, in whole or in part, up to nine (9) pipeline(s), not to exceed twelve (12) inches of inside diameter, along with fittings, tie-overs, controls, camelbacks, risers, above or below ground valves, markers and all other below ground appurtenances (collectively, "Pipeline") necessary for the full use and enjoyment of said Pipelines; (ii) placing, laying, burying, installing, constructing, maintaining, operating, inspecting, repairing, replacing, operating, upgrading, and/or removing, in whole or in part, electrical and/or telecommunication transmission and distribution equipment in a single line of poles, including, but not limited to, ducts, conduits, wires, cables, transformers, poles, switch gear, insulators, and other incidental equipment and facilities (collectively, "Electric Line"); and (iii) laying, installing, accessing, maintaining, replacing, repairing, operating, patrolling, and/or removing temporary water transfer lines, either on the surface of the Lands or below ground in the case of road bores, along with pumping equipment, and/or any other equipment deemed necessary by Grantee to transport water to, from, and/or across the Property ("Temporary Lines") for the transportation of the electricity, data signals, gas, oil, water of all types, including water produced from oil and gas wells along with its entrained hydrocarbons (collectively, "Products") on, over, under, through and across the Property. For the purpose of this License, Pipeline(s) and Electric Line(s) may collectively be referred to as "Line(s)". The location of the Lines shall be as specifically set forth in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Operation Plans"). **Licensee shall provide Licensor with a complete as-built survey within ninety (90) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within ninety (90) days of completion of the pipeline(s) and facilities 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. For the avoidance of doubt, as-built surveys shall not be required for Temporary Lines.**

In the event Licensee desires to construct or install any Lines which are not included in the Operation Plans, Licensee must obtain the prior written consent of Licensor for such Lines, including, without limitation, as to the location, size, and specifications therefor, which consent shall be in the sole discretion of Licensor.

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters and other utility lines owned by Licensor that Licensee, its employees, its agents or assigns, damage on the Property so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that, when Licensee buries any Lines, it shall bury the Lines to be constructed hereunder no less than three (3) feet in depth. All backfill used in burying any such line shall be compacted to a density of ninety percent (90%), except where such Lines crosses under a paved or traveled portion of 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 Lines, or road bores meant for Temporary Lines, intersect with an existing City of Midland utility line location at the time of the Lines' construction, the Lines, or road bores meant for Temporary Lines, shall be bored at a depth of a 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.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to

the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any Lines built hereunder, and such activity has a reasonable likelihood of damaging streets, roads, or public utilities, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval, which approval shall not be unreasonably withheld. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs. If not on a Licensor workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris, directly attributable to Licensee's activities, 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 be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and

permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate 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's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, including Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against

Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. 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 ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY, 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, TO THE EXTENT SUCH ACT OR OMISSION ARISING OUT OF OR RELATES TO THIS LICENSE. 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 OR STRUCTURES 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 BROUGHT BY THIRD PARTIES, 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 AND ARISING OUT OF OR RELATED 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 OR STRUCTURES 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 BROUGHT BY A THIRD PARTY AND, 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 rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

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

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

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third Party Beneficiary. Licensor's approval of this License does not create a third-party beneficiary. There is no third-party beneficiary to this License. No person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License,

Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensors, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensors from any liability whatsoever. Licensors is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensors 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 Licensors has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensors as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensors 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. Licensors expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensors's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensors'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 Licensors's governmental immunity for the benefit of any third-party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensors's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensors but is providing a service to Licensee's customers. Licensee is paying Licensors for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive

Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

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:

John Ohnemiller, City Attorney

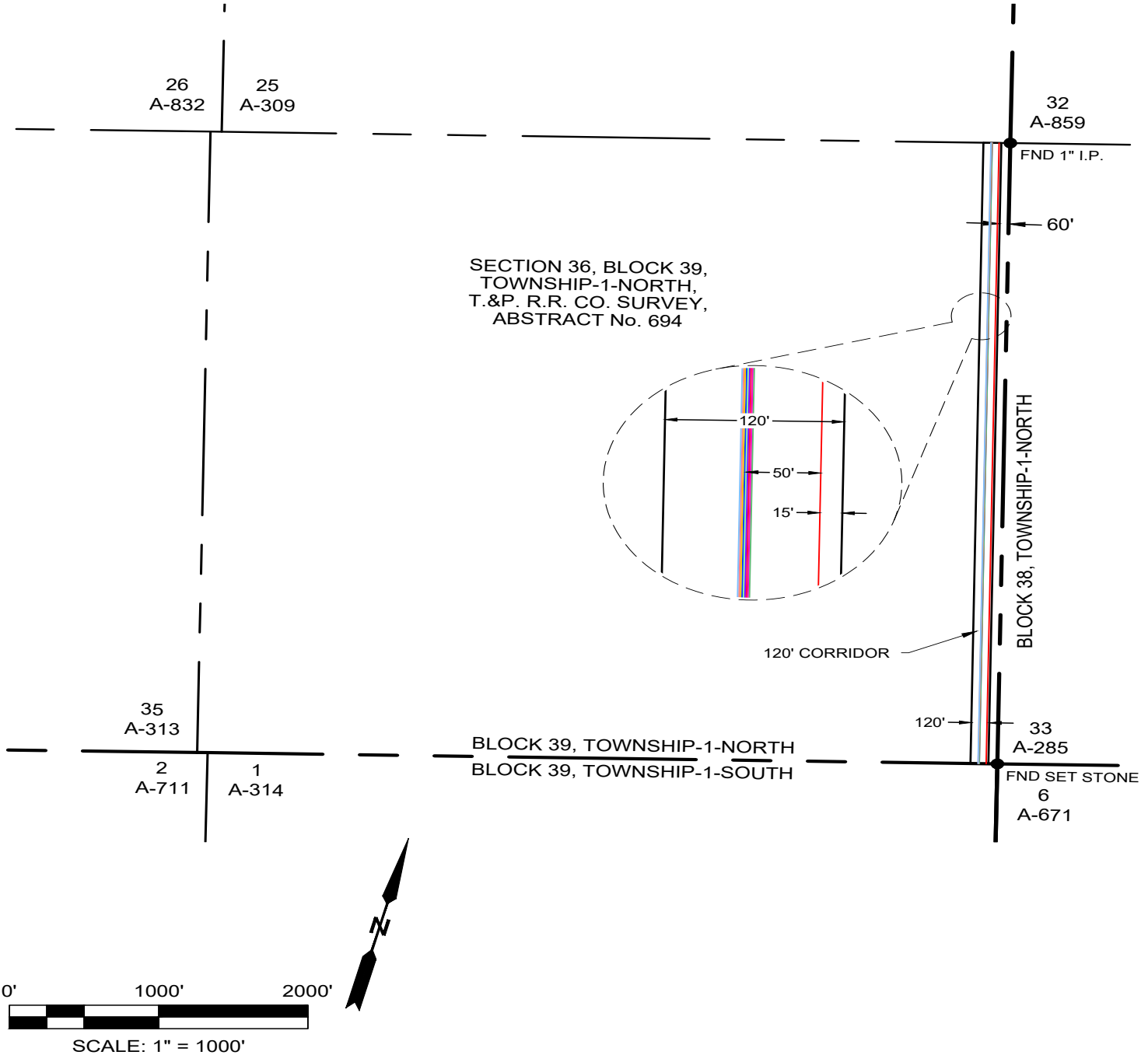
LICENSEE:
PIONEER NATURAL RESOURCES USA, INC.

By: _____
Name: Daniel M. Pender
Title: VP of Surface Land and Permian Affairs

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

 This instrument was acknowledged before me on this the _____ day of _____, 20_____, by Daniel M. Pender, Surface Land and Business Development Director of Pioneer Natural Resources USA, Inc., on behalf of said Delaware corporation.

Notary Public, State of Texas



NOTES:

- THE BASIS OF BEARING OF THE SURVEY IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83), NORTH CENTRAL ZONE (4202).
- ALL TEXAS STATE PLANE COORDINATES AND GEOGRAPHIC COORDINATES SHOWN HEREON ARE NAD 83 GRID COORDINATES AS COMPUTED BY CORPSCON VERSION 6.0.1.
- UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND THEY CAN BE CONVERTED TO SURFACE WHEN MULTIPLIED WITH A "SURFACE ADJUSTMENT FACTOR" OF 1.000200, AS CALCULATED BY CORPSCON.
- AN EXHIBIT OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

PACKET



3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 12/5/2024
DRAWN BY: J. GONZALEZ
AVO: 055155.054

LEGEND

---	SUBJECT CORRIDOR
---	BLOCK LINE
---	SECTION LINE
---	NOOM 39-25H GAS TRUNK SOUTH
---	NAIL-TILLMAN W1 501H-506H FL
---	NAIL-TILLMAN W1 507H-511H FL
---	NAIL-BURLEY 6 601H-606H FL
---	NAIL-BURLEY 6 607H-611H FL
---	NAIL-BURLEY 6 712H-717H FL
---	NAIL-BURLEY 6 718H-722H FL
---	NAIL-TILLMAN E1 407H-411H FL
---	NAIL-TILLMAN E1 413H-418H FL
---	ELECTRIC

PIONEER NATURAL RESOURCES
USA, INC.

CORRIDOR

EXHIBIT

LOCATED IN

SECTION 36, BLOCK 39, TOWNSHIP-1-NORTH,
T.&P. R.R. CO. SURVEY, ABSTRACT No. 694,
MARTIN COUNTY, TEXAS

PAGE 1 OF 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 ExxonMobil Risk Management Inc. 22777 Springwoods Village Parkway Spring TX 77389	CONTACT NAME: Erin Matthew - ExxonMobil Risk Management PHONE (A/C, No, Ext): (832) 624-9239 E-MAIL ADDRESS: erin.a.matthew@exxonmobil.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Ancon Insurance Company, Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
---	---	---------------

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	☐	☐	150042022	1/1/2022	12/31/2024	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	☐	☐		//	//	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$	☐	☐		//	//	EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐	☐	N/A	//	//	WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		☐	☐		//	//	

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

Evidence of Coverage

CERTIFICATE HOLDER

Any party requesting evidence of insurance from the Insureds

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

Erin Matthew

PACKET

29.20

December 17, 2024

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City Council Meeting

Item Number: 30
Meeting Date: December 17, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A GIFT DEED QUITCLAIMING UNTO THE CITY A 2.328-ACRE TRACT OF LAND AND A 5.014-ACRE TRACT OF LAND OUT OF SECTION 19, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM PARSLEY MINERALS, LLC; AND AUTHORIZING THE CITY MANAGER'S OFFICE TO EXECUTE ALL DOCUMENTS NECESSARY FOR SUCH ACCEPTANCE (DISTRICT 1) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

The deed's dedication will give the City the right of way to complete Mockingbird Lane. This motion authorizes the acceptance of said Gift Deed and orders recordation by the City Secretary (City of Midland, Midland County).

Recommended City Council Action:

Approve

Fiscal Impact:

Gift Deeds are being dedicated at no cost to the City

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Deed dedications at this time will allow the City to move forward with the design and build road

infrastructure for this rapidly growing area.

Staff supports acceptance of this Gift Deed

Frederick D. Out

City Manager's Office

GIFT DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Grantor: Parsley Minerals, LLC

Grantor's Mailing Address: P.O. Box 3178, Midland, Texas 79702

Grantee: City of Midland, Texas

Grantee's Mailing Address: 300 N. Loraine, Midland, TX 79701

Consideration: In support of the initiatives of the civic purposes of Grantee

The Lands: THE SURFACE ESTATE ONLY IN AND TO THE FOLLOWING DESCRIBED TRACTS OF LAND:

Being 7.432 acres, more or less, being described as to separate tracts:

Tract A. Being 2.328 acres, more or less, in Section 19, Block 38, Township-1-South, T&P R.R. Co. Survey, Midland County, Texas being a portion of that certain 260.30 acres described in Instrument No. 2018-2268 of the Official Public Records of Midland County, Texas; said 2.328 acre tract being more particularly described in the Exhibit "A" attached hereto.

Tract B. Being 5.014 acres, more or less, in Section 19, Block 38, Township-1-South, T&P R.R. Co. Survey, Midland County, Texas being a portion of that certain 260.30 acres described in Instrument No. 2018-2268 of the Official Public Records of Midland County, Texas; said 5.014 acre tract being more particularly described in the Exhibit "B" attached hereto.

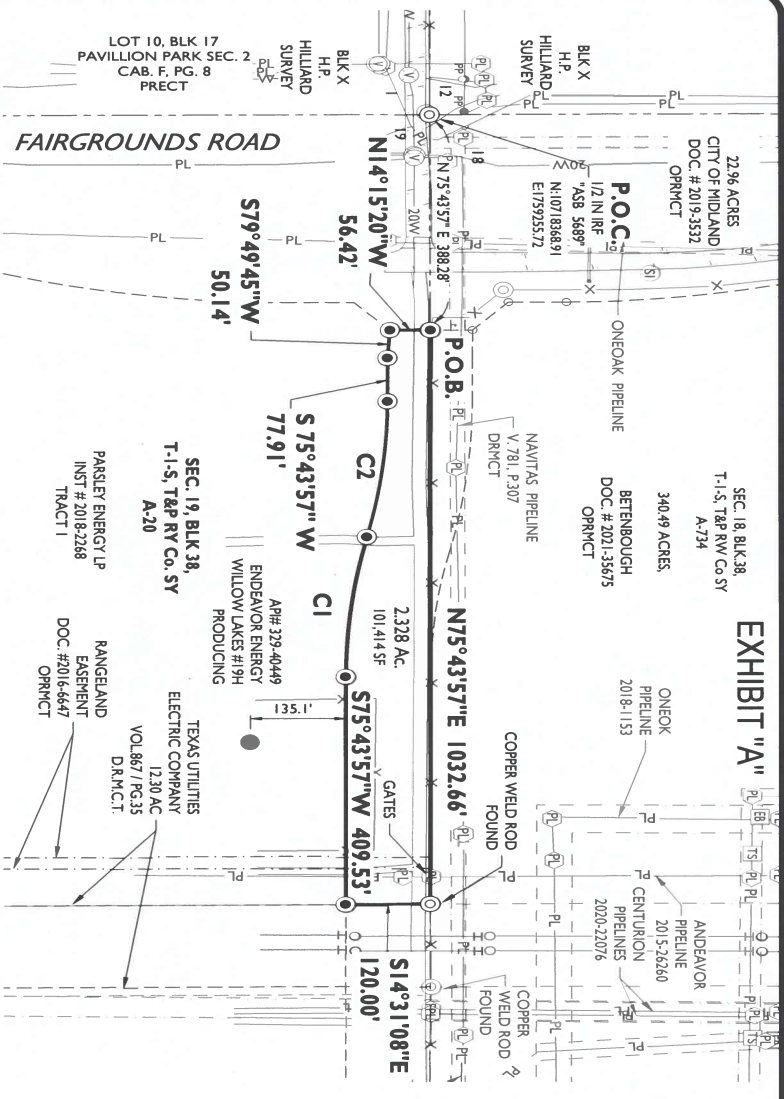
Reservations from Conveyance:

- 1.) For Grantor and Grantor's heirs, successors and assigns, a reservation of all right, title and interest in and to the minerals of whatsoever nature in, under, on, or that may be produced from the Lands including all rights incident thereto.
- 2.) All existing wellbores, drill sites, production and handling facilities, electrical facilities, poles and lines, access routes, roads, temporary water lines, tanks, tank battery sites, ponds, pipe lines, fiber optic cables, road bores and any other equipment and appurtenances related to the production of oil and gas, which will remain on the Lands and remain the property of Operator pursuant to the terms and conditions of that certain Surface and Subsurface Use Agreement between Pioneer Natural Resources USA, Inc, and Pioneer Natural Resources USA, Inc, dated January 12, 2021, recorded as Instrument Number 31909 in the Real Property Recordings of Midland County, Texas (the "Surface Agreement").

Conveyance is made expressly subject to:

- 1.) The Surface Agreement, as described above.

All other validly existing easements, rights-of-way, and perspective rights, of record; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Lands; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Lands are located, recorded in the Official Public Records of Midland County, Texas; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, taxes for 2024, which Grantee assumes and agrees to pay and subsequent assessments for that and prior years due to change in land use, ownership, or both, the payment of which Grantee assumes.



LEGEND

- MONUMENT FOUND AS NOTED
- SET 1/2 IN IRON ROD w/ RED PLASTIC CAP
- MARKED MAVERICK FIRM # 10194514
- MANHOLE
- PIPELINE MARKER
- POWER POLE
- UTILITY POLE
- WATER VALVE
- VALVE
- OIL WELL - PRODUCING
- ELECTRIC BOX
- PIPELINE TEST STATION

- TRACT BOUNDARY
- EXISTING PARCELS
- ENCROACHING EASEMENTS
- EASEMENTS OTHER
- SECTION LINE
- PIPELINES
- FENCE
- OVERHEAD ELECTRIC
- SURFACE PIPELINE
- WATER LINE



ORIGINAL SCALE: 1" = 200'

LEGAL DESCRIPTION:

FIELD NOTE DESCRIPTION OF A 2.328 ACRE TRACT OF LAND SITUATED IN SECTION 19, BLOCK 38, TOWNSHIP 1 SOUTH, RANGE 10 EAST, COUNTY OF MIDLAND, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT N1/4 1018348.91, E1/4 175925.72, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "AS 5689" FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N73°43'57"E, ALONG THE LINE COMMON TO SAID SECTION 19 AND SECTION 18, SAME BLOCK AND SURVEY, 388.28 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" FOUND AT THE SOUTHWEST CORNER OF A CALLED 22.96 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2019-3533, AND THE SOUTHWEST CORNER OF A CALLED 340.49 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2021-35673, BOTH IN SAID "08" FOR THE POINT OF BEGINNING BEING THE NORTHWEST CORNER HEREOF; THENCE N73°43'57"E, ALONG COMMON LINE, 1032.66 FEET TO A "COPPER WELD ROD" FOUND FOR THE NORTHWEST CORNER OF A CALLED 1230 ACRE TRACT, DESCRIBED IN VOLUME 667 ON PAGE 35 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, FOR THE NORTHWEST CORNER HEREOF; THENCE S14°31'08"E, ALONG THE WEST LINE OF SAID CALLED 1230 ACRE TRACT, 1200.00 FEET TO AN "RPC" SET FOR THE SOUTHWEST CORNER HEREOF; THENCE S14°31'08"E, ALONG THE WEST LINE OF SAID CALLED 1230 ACRE TRACT, 1200.00 FEET TO AN "RPC" SET FOR THE SOUTHWEST CORNER HEREOF; THENCE S17°43'57"W, 409.53 FEET TO AN "RPC" SET AT A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1059.50 FEET AND A CHORD BEARING AND DISTANCE OF S82°38'00"W, 254.61 FEET; THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 255.22 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1018.50 FEET AND A CHORD BEARING AND DISTANCE OF S82°38'00"W, 244.75 FEET; THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 245.35 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY; THENCE S17°43'57"W, 77.91 FEET TO AN "RPC" SET FOR AN ANGLE POINT HEREOF; THENCE S17°43'57"W, 50.14 FEET TO AN "RPC" SET IN THE EAST LINE OF THE PROPOSED FAIRGROUNDS ROAD RIGHT-OF-WAY FOR THE SOUTHWEST CORNER HEREOF; THENCE N14°15'20"W, 56.42 FEET TO THE POINT OF BEGINNING, CONTAINING 2.328 ACRES OF LAND.

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCES AND ACRES 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 (feet) OF -0°53'55.3" AND A COMBINED SCALE FACTOR OF 0.999928999 AT THE P.O.C. A 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED "AS 5689" FOUND FOR THE NORTHWEST CORNER OF SECTION 19.
2. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1059.50'	255.22'	254.61'	S 82°38'00" W	13°48'07"
C2	1018.50'	245.35'	244.75'	S 82°38'00" W	13°48'07"

TITLE SURVEY

A 2.328 ACRE TRACT OF LAND SITUATED IN SECTION 19, BLOCK 38, TOWNSHIP 1 SOUTH, RANGE 10 EAST, COUNTY OF MIDLAND, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT N1/4 1018348.91, E1/4 175925.72, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "AS 5689" FOUND FOR THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N73°43'57"E, ALONG THE LINE COMMON TO SAID SECTION 19 AND SECTION 18, SAME BLOCK AND SURVEY, 388.28 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" FOUND AT THE SOUTHWEST CORNER OF A CALLED 22.96 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2019-3533, AND THE SOUTHWEST CORNER OF A CALLED 340.49 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2021-35673, BOTH IN SAID "08" FOR THE POINT OF BEGINNING BEING THE NORTHWEST CORNER HEREOF; THENCE N73°43'57"E, ALONG COMMON LINE, 1032.66 FEET TO A "COPPER WELD ROD" FOUND FOR THE NORTHWEST CORNER OF A CALLED 1230 ACRE TRACT, DESCRIBED IN VOLUME 667 ON PAGE 35 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, FOR THE NORTHWEST CORNER HEREOF; THENCE S14°31'08"E, ALONG THE WEST LINE OF SAID CALLED 1230 ACRE TRACT, 1200.00 FEET TO AN "RPC" SET FOR THE SOUTHWEST CORNER HEREOF; THENCE S14°31'08"E, ALONG THE WEST LINE OF SAID CALLED 1230 ACRE TRACT, 1200.00 FEET TO AN "RPC" SET FOR THE SOUTHWEST CORNER HEREOF; THENCE S17°43'57"W, 409.53 FEET TO AN "RPC" SET AT A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1059.50 FEET AND A CHORD BEARING AND DISTANCE OF S82°38'00"W, 254.61 FEET; THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 255.22 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1018.50 FEET AND A CHORD BEARING AND DISTANCE OF S82°38'00"W, 244.75 FEET; THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 245.35 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY; THENCE S17°43'57"W, 77.91 FEET TO AN "RPC" SET FOR AN ANGLE POINT HEREOF; THENCE S17°43'57"W, 50.14 FEET TO AN "RPC" SET IN THE EAST LINE OF THE PROPOSED FAIRGROUNDS ROAD RIGHT-OF-WAY FOR THE SOUTHWEST CORNER HEREOF; THENCE N14°15'20"W, 56.42 FEET TO THE POINT OF BEGINNING, CONTAINING 2.328 ACRES OF LAND.



MAVERICK
CIVIL ENGINEERING & LAND SURVEYING
1909 West Wall Street, Suite 100
Midland, Texas 79701
ENGINEER FIRM # E-15089
SURVEY FIRM # 10194514
Tel: (432) 362-0999 Fax: (432) 362-0989
www.maverick-eng.com

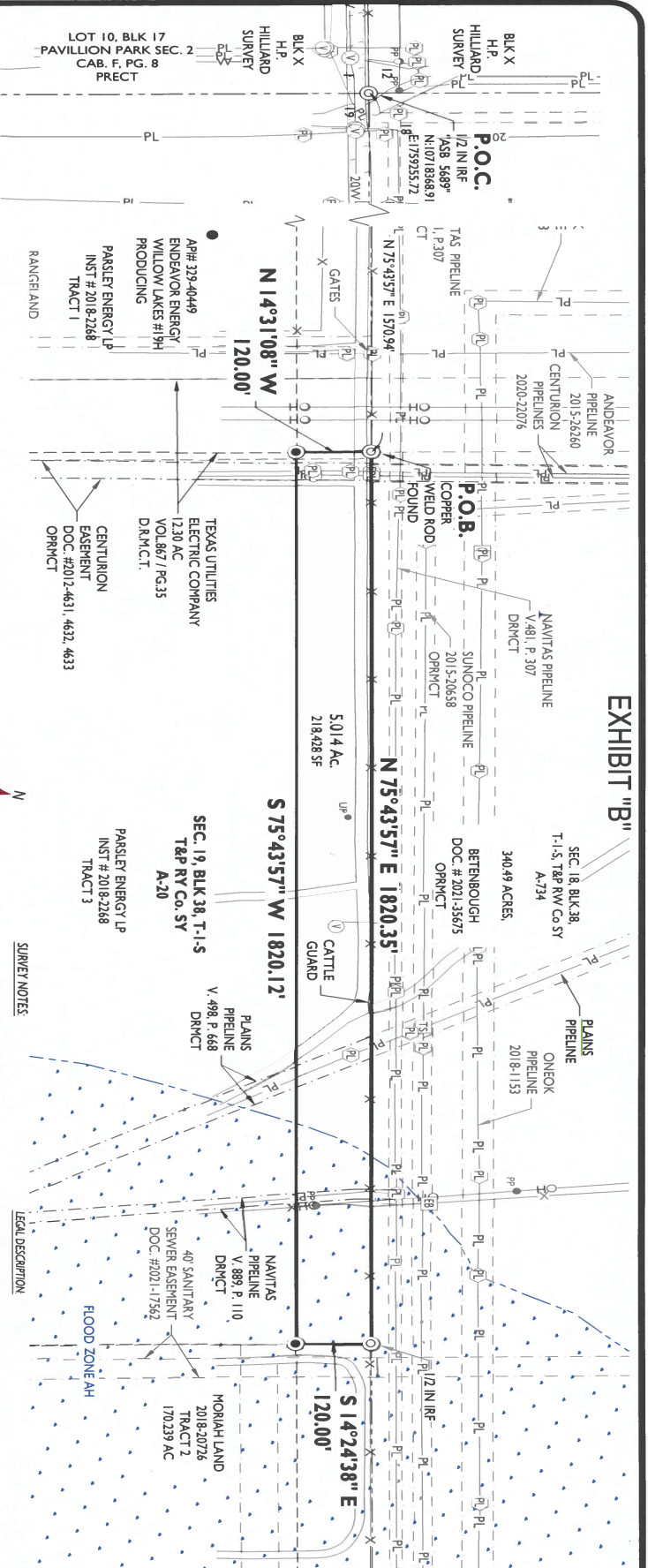
JOB NO.: FIELD WORK
DRAWN BY: REV. 1: REV. 2:
210122 8.17.22 AK

I, GREGORY W. SHULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHULTS, PLS #5356
FIRM NO. TX #10194514

DECEMBER 16, 2022





LEGEND

- ① MONUMENT FOUND AS NOTED
- ② SET 1/2 IN IRON ROD W/ RED PLASTIC CAP
- ③ MARKED MAVERICK FIRM # 10194514
- ④ MANHOLE
- ⑤ PIPELINE MARKER
- ⑥ POWER POLE
- ⑦ UTILITY POLE
- ⑧ WATER VALVE
- ⑨ VALVE
- ⑩ OIL WELL - PRODUCING
- ⑪ ELECTRIC BOX
- ⑫ PIPELINE TEST STATION

FLOOD PLAIN

TRACT BOUNDARY

EXISTING PARCELS

ENCROACHING EASEMENTS

EASEMENTS OTHER

SECTION LINE

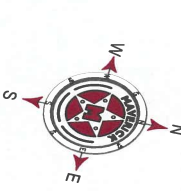
PIPELINES

FENCE

OVERHEAD ELECTRIC

SPL SURFACE PIPELINE

WATER LINE



SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCES AND ACERAGE 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 CONVERSION ANGLE (theta) OF -0°33'53.37" AND A COMBINED SCALE FACTOR OF 0.99992999 AT THE P.O.C. A 1/2 INCH IRON ROD WITH PLASTIC CAP MARKED *AS 5689* FOUND FOR THE NORTHWEST CORNER OF SECTION 19.
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.

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 5.014 ACRE TRACT OF LAND SITUATED IN SECTION 19, BLOCK 38, TOWNSHIP 1 SOUTH, RANGE 20 WEST AND BEING SITUATED IN AND TAKEN OUT OF A CALLED TRACT 3, DESCRIBED IN DOCUMENT NUMBER 2018-2268 IN THE OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY, (OWN) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT N/4 101838.91, E/4 175925.72, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED *AS 5689* FOUND FOR THE LINE COMMON TO SAID SECTION 19 AND SECTION 18, SAME BLOCK AND SURVEY, 1570.94 FEET TO A CORNER WELD ROD FOUND FOR THE NORTHWEST CORNER OF A CALLED 1230 ACRE TRACT, DESCRIBED IN VOLUME 867 ON PAGE 33 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, FOR THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER HEREOF.

THENCE, N 75° 43' 57" E, ALONG COMMON LINE, 1820.35 FEET TO A ONE HALF INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF A CALLED 1702.39 ACRE TRACT, DESCRIBED AS TRACT 2 IN DOCUMENT NUMBER 2018-20726 IN SAID "OWN" FOR THE NORTHWEST CORNER HEREOF.

THENCE, S 14° 24' 38" E, ALONG THE WEST LINE OF SAID CALLED 1702.39 ACRE TRACT, 1200 FEET TO AN "R.C." SET FOR THE SOUTHEAST CORNER HEREOF.

THENCE, S 75° 43' 57" W, 1820.12 FEET TO AN "R.C." SET IN THE EAST LINE OF SAID CALLED 1230 ACRE TRACT FOR THE SOUTHWEST CORNER HEREOF.

THENCE, N 14° 31' 08" W, 1200 FEET TO THE POINT OF BEGINNING, CONTAINING 5.014 ACRES OF LAND.



MAVERICK
CIVIL ENGINEERING & LAND SURVEYING

1909 West Wall Street, Suite "C"
Midland, Texas 79701
ENGINEER FIRM # 151889
SURVEY FIRM # 10194514
Tel: (432) 362-0999 Fax: (432) 362-0989
www.maverick-eng.com

JOB NO.: FIELD WORK: DRAWN BY: REV 1: REV 2:
210122 81722 AK /

I, GREGORY W. SHULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

Gregory W. Shults
GREGORY W. SHULTS, PLS #5356
FIRM NO. TX #10194514

NOVEMBER 13, 2024



TITLE SURVEY

A 5.014 ACRE TRACT OF LAND SITUATED IN SECTION 19, BLOCK 38, TOWNSHIP 1 SOUTH, RANGE 20 WEST, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS



City Council Meeting

Item Number: 31
Meeting Date: December 17, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A GIFT DEED QUITCLAIMING UNTO THE CITY A 0.516-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM PARK HILL RESOURCES LLC; AND AUTHORIZING THE CITY MANAGER'S OFFICE TO EXECUTE ALL DOCUMENTS NECESSARY FOR SUCH ACCEPTANCE
(DISTRICT 1) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Said Deed's dedication will give the City the right of way to complete Todd Road. Motion is authorizing the acceptance of said Gift Deed; and ordering recordation by the City Secretary (City of Midland, Midland County).

Recommended City Council Action:

Approve

Fiscal Impact:

Gift Deeds are being dedicated at no cost to the City.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Deed dedications at this time will allow the City to move forward with the design and build road

infrastructure for this rapidly growing area.

Staff supports acceptance of this Gift Deed

Frederick D. Out

City Manager's Office

GIFT DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Grantor: Park Hill Resources LLC
Grantor's Mailing Address: P.O. Box 3178, Midland, Texas 79702
Grantee: City of Midland, Texas
Grantee's Mailing Address: 300 N. Loraine, Midland, TX 79701
Consideration: In support of the initiatives of the civic purposes of Grantee
The Lands: THE SURFACE ESTATE ONLY IN AND TO THE FOLLOWING DESCRIBED TRACTS OF LAND:
Being 0.516 acres of land, more or less, in Section 20, Block 38, Township-1-South, T&P R.R. Co. Survey, Midland County, Texas being a portion of that certain 107.96 acre tract described in Instrument No. 2018-22808 of the Official Public Records of Midland County, Texas; said 0.516 acre tract being more particularly described in the Exhibit "A" attached hereto.

Reservations from Conveyance:

- 1.) For Grantor and Grantor's heirs, successors and assigns, a reservation of all right, title and interest in and to the minerals of whatsoever nature in, under, on, or that may be produced from the Lands including all rights incident thereto.
- 2.) All existing wellbores, drill sites, production and handling facilities, electrical facilities, poles and lines, access routes, roads, temporary water lines, tanks, tank battery sites, ponds, pipe lines, fiber optic cables, road bores and any other equipment and appurtenances related to the production of oil and gas, which will remain on the Lands and remain the property of Operator pursuant to the terms and conditions of that certain Surface and Subsurface Use Agreement between Park Hill Resources LLC and Pioneer Natural Resources USA, Inc dated April 10th, 2024, recorded as Instrument Number 26048 in the Real Property Recordings of Midland County, Texas (the "Surface Agreement").

Conveyance is made expressly subject to:

- 1.) The Surface Agreement, as described above.
- 2.) All other validly existing easements, rights-of-way, and perspective rights, of record; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Lands; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Lands are located, recorded in the Official Public Records of Midland County, Texas; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, taxes for 2024, which Grantee assumes and agrees to pay and subsequent assessments for that and prior years due to change in land use, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance, instruments, and burdens referenced herein, quitclaims unto Grantee and Grantee's successors and assigns, without warranty of any kind, all of Grantor's rights, title, and interests, if any, in and to the SURFACE estate only of the Lands, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

[Signature & Acknowledgments Continue on Next Page]

GRANTOR:
PARK HILL RESOURCES LLC

By: _____

Name: Brent Braden

Title: Commercial and Land Manager as Agent and Attorney-in-Fact

GRANTEE:
CITY OF MIDLAND, TEXAS

By: _____

Name: Morris Williams, Jr.

Title: Deputy City Manager

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Brent Braden, Commercial and Land Manager, Agent & Attorney-in-Fact of Park Hill Resources LLC on behalf of said company and in the capacities herein expressed.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Morris Williams, Jr., Deputy City Manager for the City of Midland, Texas, a municipal corporation, on behalf of said municipal corporation.

My Commission Expires: _____

Notary Public, State of Texas

EXHIBIT "A"
TODD DRIVE EXTENTION, PARCEL 3
GRANTOR: PARK HILL RESOURCES LLC

Legal Description of a 0.516 Acre Tract located in the West Part of
Section 20, within a 107.96 Acre Tract described in Document 2018-22808,
Block 38, T-1-S, T&PRR. Survey, Midland County, Texas

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,714,830.85' E= 1,765,676.43') a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a fence corner at the Southwest corner of said 107.96 Acre Tract and this tract, from whence the intersection of the East line of Section 19 and the West line of Section 20 intersecting the North ROW line of Loop 250 as described in Volume 664, Page 762, Deed Records of Midland County bears S75°40'11"W, a distance of 40.29 feet, from whence the common South corner of said Sections 19 & 20 bears S14°24'53"E, a distance of 270.28 feet;

THENCE N14°23'32"W with the West line of said 107.96 Acre Tract and this tract, a distance of 575.69 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at the North corner of this tract, from whence a 1/2" iron rod with plastic cap found at the Northwest corner of said 107.96 Acre Tract bears N14°23'32"W, a distance of 1749.72 feet;

THENCE S19°35'02"E with proposed ROW line, a distance of 173.27 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an interior corner of this tract;

THENCE N70°24'58"E with proposed ROW line, a distance of 15.00 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an exterior corner of this tract;

THENCE S19°35'02"E with proposed ROW line, a distance of 354.72 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an interior cutback corner of this tract;

THENCE S62°04'21"E with proposed ROW line, a distance of 76.29 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at the Southeast corner of this tract;

THENCE S75°40'11"W with the said North ROW line of said Loop 250, a distance of 119.12 feet to the Point of Beginning, having an area of 22,469 square feet or 0.516 acres of land.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, 1983/86 NAD, Central Zone based on City of Midland Control.

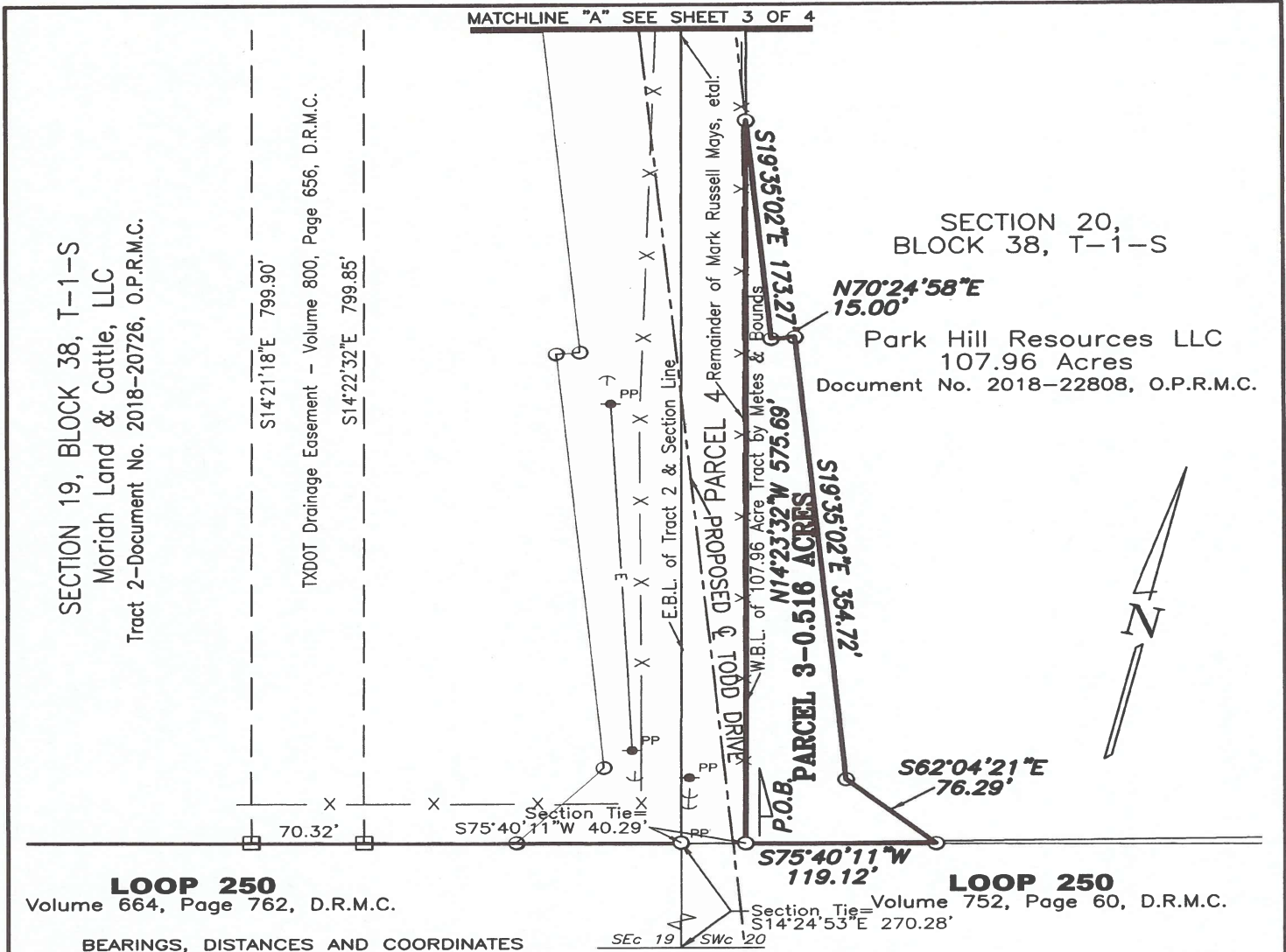
I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this plat and legal description is true and correct to the best of my knowledge and ability as surveyed on the ground on or before April 9, 2024.

**"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."**

J. Stan Piper
Registered Professional Land Surveyor #1974

PIPER SURVEYING Firm No. 10155200; P.O. Box 60432; Midland, Texas 79711; 432.550.7810

SHEET 1 OF 2



LEGEND

○ = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974"	△ = Control Point
⊙ = Found & Accepted Monument As Noted	— = Proposed Parcel Line
□ = Found TXDOT ROW Marker	—C— = Centerline
D.R.E.C. = Deed Records of Ector County	P.O.B. = POINT OF BEGINNING
	O.P.R.E.C. = Official Public Records of Ector County

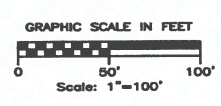


EXHIBIT "A"
Sheet 2 of 2

PARCEL 3 GRANTOR: PARK HILL RESOURCES LLC
TODD DRIVE EXTENSION CITY OF MIDLAND, TEXAS
ROW AQUISITION: 0.516 ACRES
DRAWING FILE: PARKHILL-TODDDRPARCELS.DWG



City Council Meeting

Item Number: 32
Meeting Date: December 17, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO ACCEPT, ON BEHALF OF THE CITY OF MIDLAND, A GIFT DEED QUITCLAIMING UNTO THE CITY A 5.46-ACRE TRACT OF LAND OUT OF SECTION 17, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, FROM PIONEER NATURAL RESOURCES USA, INC.; AND AUTHORIZING THE CITY MANAGER'S OFFICE TO EXECUTE ALL DOCUMENTS NECESSARY FOR SUCH ACCEPTANCE (DISTRICT 1) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Said Deed dedication will give the City the needed Right of Way to complete Arapahoe Road. Motion is authorizing the acceptance of said Gift Deed; and ordering recordation by the City Secretary (City of Midland, Midland County).

Recommended City Council Action:

Approve

Fiscal Impact:

Gift Deeds are being dedicated at no cost to the City.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Deed dedications at this time will allow the City to move forward with the design and build road infrastructure for this rapidly growing area.

Staff supports acceptance of this Gift Deed

Frederick D. Out

City Manager's Office

GIFT DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Grantor: Pioneer Natural Resources USA, INC.
Grantor's Mailing Address: 777 Hidden Ridge, Irving, Texas 75038
Grantee: City of Midland, Texas
Grantee's Mailing Address: 300 N. Loraine, Midland, TX 79701
Consideration: In support of the initiatives of the civic purposes of Grantee
The Lands: THE SURFACE ESTATE ONLY IN AND TO THE FOLLOWING DESCRIBED TRACTS OF LAND:

A 5.46-acre tract in Section 17, Block 38, Township-1-South, T&P R.R. Co. Survey, Abstract 152, Midland County, Texas being a portion of that certain 63.94-acre tract described in Instrument No. 2018-14217 of the Official Public Records of Midland County, Texas; said 5.46-acre tract being more particularly described in the Exhibit "A" attached hereto.

Reservations from Conveyance:

- 1.) For Grantor and Grantor's heirs, successors and assigns, a reservation of all right, title and interest in and to the minerals of whatsoever nature in, under, on, or that may be produced from the Lands including all rights incident thereto.
- 2.) All existing wellbores, drill sites, production and handling facilities, electrical facilities, poles and lines, access routes, roads, temporary water lines, tanks, tank battery sites, ponds, pipe lines, fiber optic cables, road bores and any other equipment and appurtenances related to the production of oil and gas, which will remain on the Lands and remain the property of Operator pursuant to the terms and conditions of that certain Surface and Subsurface Use Agreement between Pioneer Natural Resources USA, Inc, and Pioneer Water Management, LLC dated April 10, 2024, recorded as Instrument Number 9574 in the Real Property Recordings of Midland County, Texas (the "Surface Agreement").

Conveyance is made expressly subject to:

- 1.) The Surface Agreement, as described above.
- 2.) All other validly existing easements, rights-of-way, and perspective rights, of record; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Lands; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Lands are located, recorded in the Official Public Records of Midland County, Texas; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, taxes for 2024, which Grantee assumes and agrees to pay and subsequent assessments for that and prior years due to change in land use, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance, instruments, and burdens referenced herein, quitclaims unto Grantee and Grantee's successors and assigns, without warranty of any kind, all of Grantor's rights, title, and interests, if any, in and to the SURFACE estate only of the Lands, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.

[Signature & Acknowledgments Continue on Next Page]

GRANTOR:

PIONEER NATURAL RESOURCES USA, INC.

By: _____

Name: Daniel M. Pender

Title: Vice President of Surface Land and Permian Affairs

GRANTEE:

CITY OF MIDLAND, TEXAS

By: _____

Name: Morris Williams, Jr.

Title: Deputy City Manager

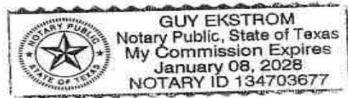
ACKNOWLEDGMENTS

STATE OF TEXAS

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§
§

COUNTY OF MIDLAND

This instrument was acknowledged before me on the 21st day of August, 2024, by DANIEL M. PENDER, Vice President of Surface Land and Permian Affairs, of PIONEER NATURAL RESOURCES USA, INC., for and on behalf of said corporation.



Guy Ekstrom
Notary Public, State of Texas

STATE OF TEXAS

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§
§

COUNTY OF MIDLAND

This instrument was acknowledged before me on the _____ day of _____, 2024, by Morris Williams, Jr., Deputy City Manager for the City of Midland, Texas, a municipal corporation, on behalf of said municipal corporation.

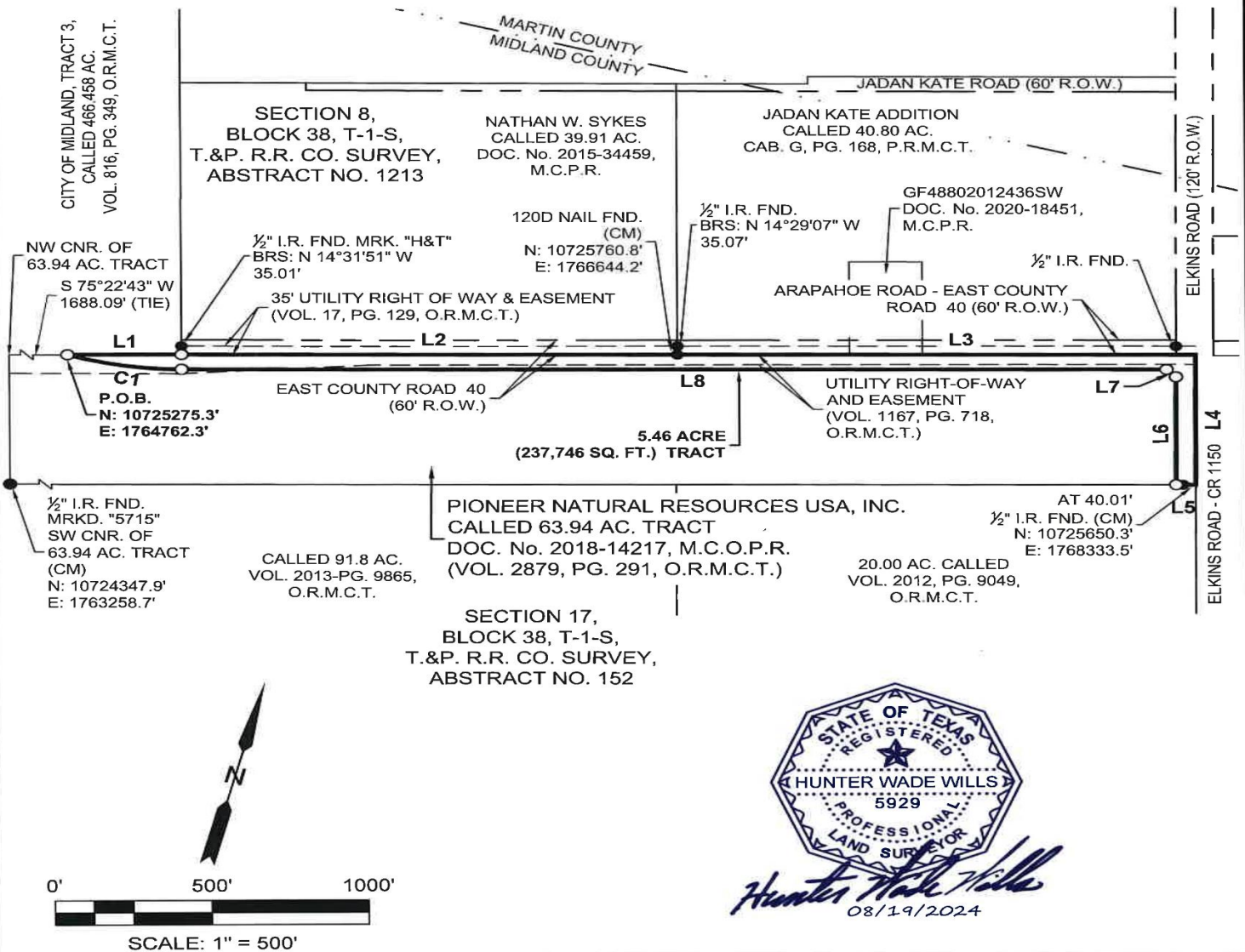
My Commission Expires: _____

Notary Public, State of Texas

EXHIBIT "A"

LINE	BEARING	DISTANCE
L1	N 75°22'43" E	362.96'
L2	N 75°34'12" E	1580.59'
L3	N 75°33'47" E	1648.77'
L4	S 14°24'03" E	528.17'
L5	S 75°35'33" W	62.01'
L6	N 14°24'03" W	438.03'
L7	N 59°23'08" W	42.53'
L8	S 75°33'59" W	3137.25'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1149.92'	369.28'	367.69'	S 84°46'10" W	18°23'57"



NOTES:

- THE BASIS OF BEARING OF THE SURVEY IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83), CENTRAL ZONE (4203).
- ALL TEXAS STATE PLANE COORDINATES AND GEOGRAPHIC COORDINATES SHOWN HEREON ARE NAD 83 GRID COORDINATES AS COMPUTED BY CORPSCON VERSION 6.0.1.
- UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND THEY CAN BE CONVERTED TO SURFACE WHEN MULTIPLIED WITH A "SURFACE ADJUSTMENT FACTOR" OF 1.000070255, AS CALCULATED BY CORPSCON.
- A DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

PACKET



halff

3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPCLS SURVEYING FIRM #10193998
DATE: 4/21/2023
BY: R. CABELLO
REV.: J. ALVAREZ 08/16/2024
AVO: 045715.006

LEGEND

- SUBJECT TRACT
- TRACT LINE
- EASEMENT LINE
- RIGHT-OF-WAY (ROW) LINE
- POINT OF BEGINNING
- CONTROLLING MONUMENTS
- FOUND MONUMENT AS NOTED
- 1/2" IRON ROD W/ CAP (I.R.)
- MARKED "HALFF"

325



Hunter Wade Wills
08/19/2024



5.46 ACRE TRACT
EXHIBIT

LOCATED IN:
SECTION 17, BLOCK 38, T-1-S,
T. & P. R.R. CO. SURVEY, ABSTRACT NO. 152
MIDLAND COUNTY, TEXAS

December 17, 2024
PAGE 1 OF 2

LEGAL DESCRIPTION
5.46 ACRE TRACT

BEING a 5.46 acre tract of land out of a called 63.94 acre tract of land located in Section 17, Block 38, Township-1-South, T. & P. R.R. Co. Survey, Abstract No. 152, Midland County, Texas, as described in deed to Pioneer Natural Resources USA, Inc., recorded in Document Number 2018-14217, Midland County Official Public Records (M.C.O.P.R.) and in Volume 2879, Page 291, Official Records of Midland County, Texas (O.R.O.M.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" Iron Rod set with cap marked "HALFF" (N: 10725275.3', E: 1764762.3') for the Northwest corner of this tract, in the North line of said 63.94 acre tract of land and the North line of a Utility Right-of-Way and Easement as recorded in Volume 1167, Page 718, O.R.M.C.T., also being the South line of that tract of land described as Tract 3 in deed to the City of Midland recorded in Volume 816, Page 349, O.R.M.C.T., from which the calculated Northwest corner of said 63.94 acre tract of land bears South 75° 22' 43" West, a distance of 1,688.09 feet;

THENCE, North 75° 22' 43" East, along the North line of said 63.94 acre tract and the North line of said Utility Right-of-Way and Easement a distance of 362.96 feet to a 1/2" Iron Rod set with cap marked "HALFF" for the Southeast corner of said Tract 3, also being the Southwest corner of a called 39.91 acre tract of land described in deed to Nathan W. Sykes as recorded in Document Number 2015-34459, M.C.O.P.R., for a corner of this tract;

THENCE, North 75° 34' 12" East, along the North line of said 63.94 acre tract and the North line of said Utility Right-of-Way and Easement and the South line of said 39.91 acre tract a distance of 1,580.59 feet to a found 120d nail, being the Southeast corner of said 39.91 acre tract of land, and the Southwest corner of called 40.80 acre tract of land described in deed to Jadan Kate Addition as recorded in Cabinet G, Page, 168, Plat Records of Midland County, Texas (P.R.M.C.T.) for a corner of this tract;

THENCE, North 75° 33' 47" East, along the North line of said 63.94 acre tract and the North line of said Utility Right-of-Way and Easement and the South line of said 40.80 acre tract pass the Southeast corner of said 40.80 acre tract a distance of 1,586.79 feet, continuing a total distance of 1,648.77 feet to the Northeast corner of said 63.94 acre tract, also being the Northeast corner of this tract;

THENCE, South 14° 24' 03" East, along the East line of said 63.94 acre tract a distance of 528.17 feet to a point being the Southeast corner of said 63.94 acre tract, also being the Northeast corner of a called 20.00 acre tract of land recorded in Volume 2012, Page 9049, O.R.M.C.T., for the Southeast corner of this tract;

THENCE, South 75° 35' 33" West, along the South line of said 63.94 acre tract pass a 1/2" Iron Rod found at a distance of 40.01 feet, continuing for a total distance of 62.01 feet to a 1/2" Iron Rod set with cap marked "HALFF" for a corner of this tract;

THENCE, North 14°24' 03" West, a distance of 438.03 feet to a 1/2" Iron Rod set with cap marked "HALFF" for a corner of this tract;

THENCE, North 59° 23' 08" West, a distance of 42.53 feet to a 1/2" Iron Rod set with cap marked "HALFF" for a corner of this tract;

THENCE, South 75° 33' 59" West, a distance of 3,137.25 feet to a 1/2" Iron Rod set with cap marked "HALFF" at the beginning of a curve to the right for a corner of this tract;

THENCE, along said curve to the right having a radius of 1,149.92 feet, an arc length of 369.28 feet, a chord length of 367.69 feet, a chord bearing of South 84°46'10" West, with a delta angle of 18°23'57" to the Point Of Beginning.

Containing 5.46 acres (237,746 sq. ft.) of land.



Hunter Wade Wills
08/19/2024

NOTES:

- THE BASIS OF BEARING OF THE SURVEY IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83), CENTRAL ZONE (4203).
- ALL TEXAS STATE PLANE COORDINATES AND GEOGRAPHIC COORDINATES SHOWN HEREON ARE NAD 83 GRID COORDINATES AS COMPUTED BY CORPSCON VERSION 6.0.1.
- UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES AND THEY CAN BE CONVERTED TO SURFACE WHEN MULTIPLIED WITH A "SURFACE ADJUSTMENT FACTOR" OF 1.000070255, AS CALCULATED BY CORPSCON.
- AN EXHIBIT OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

PACKET



3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 4/21/2023
BY: R. CABELLO
REV.: J. ALVAREZ 08/16/2024
AVO: 045715.006

32.6



5.46 ACRE TRACT
DESCRIPTION

LOCATED IN:
SECTION 17, BLOCK 38, T-1-S,
T. & P. R.R. CO. SURVEY, ABSTRACT NO. 152
MIDLAND COUNTY, TEXAS

December 17, 2024

PAGE 2 OF 2



City Council Meeting

Item Number: 33
Meeting Date: November 12, 2024, December 17, 2024
To: City Council / City Manager
From: Madelim Jaquez, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 34, NORTHGATE ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF NORTHBROOK LANE, APPROXIMATELY 720 FEET NORTHWEST OF WEST 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 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, JMR Dental Services, is requesting a Zone Change from PD, Planned Development District Shopping Center to 2F, Two-Family Dwelling (Duplex) District for accommodation to employees located at 4807 Northbrook Lane.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Strengthen and sustain our Infrastructure.

Discussion:**Current Zoning:**

PD, Planned Development District Shopping Center.

Surrounding Zoning and Land Use:

The properties to the north are PD, Planned Development District Shopping Center and PD, Planned Development District Housing development, and are currently physical therapy centers and apartments. The properties to the east are PD, planned Development District Shopping Center, and are currently hotels and vacant lots. The properties to the south are PD, Planned Development District Shopping Center, and there is currently a car dealership. The properties to the west are PD, Planned Development District Shopping Center and SF2, Single-Family Dwelling District which currently include vacant lots and houses.

Analysis:

The applicant is seeking this zone change in order to construct a Duplex, which is not allowed in the PD, Planned Development District Shopping Center. This vacant lot is located in a PD, Planned Development District Shopping center that is developed with different types of businesses. Changing this zoning would not affect the development of this area. This lot does meet the requirements for the 2F, Two-Family Dwelling (Duplex) District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as Urban-Medium. This designation calls for a mix of complementary uses, including single-family housings, 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

Oil and Gas: (Approved)

No Oil and Gas Issues

Engineering: (Approved)

No objections to zoning/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)

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District Shopping Center to 2F, Two-Family Dwelling (Duplex) District.

Letters of Objection: 1

As of November 5, 2024, staff has received one letter of objection for this request.

Attachments:

Application
Maps

For E. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 34, NORTHGATE ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF NORTHBROOK LANE, APPROXIMATELY 720 FEET NORTHWEST OF WEST 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 Lot 5, Block 34, Northgate Addition, Section 19, City and County of Midland, Texas (the “Property”) to 2F, Two-Family Dwelling (Duplex) District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

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:

John Ohnemiller, City Attorney



Zone Change/Planned District
Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-24-0394

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: KALPESH M PATEL

Phone (203) 535-3337

Email KALPESH-074@hotmail.com

Address 4800 NORTHBROOK LANE

City MIDLAND

State TX

Zip 79707

Property Owner

Printed Name: JMR DENTAL SERVICES

Phone (203) 535-6766

Email REMS.PATEL25@gmail.com

Address 4700 NORTHBROOK LANE

City MIDLAND

State TX

Zip 79707

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone () _____

Email _____

Address _____

City _____

State _____

Zip _____

Street Address: 4807 NORTHBROOK LANE, MIDLAND, TX 79707

Legal Description

Lot: 5 Block: 34 Subdivision: NORTHGATE ADDITION SECTION 19

Current Zoning:

PD

Proposed Zone:

2F

(List by tracts if more than one district is requested)

Reason for Zone Change Request: TO BUILD THE RESIDENCE FOR
EMPLOYEE WORKING AT JUST SMILE DENTAL (DOING BUSINESS FOR)
JMR DENTAL SERVICES PLLC

Present Use of Property: VACANT

Proposed Use of Property: ACCOMMODATION TO EMPLOYEE

How would this zone change affect the public health, safety and welfare? _____

NONE

Describe how conditions affecting the property have changed since present zoning designation: _____

NONE

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature): <u>Kalpesh</u>	Date: <u>9/12/24</u>
Applicant (printed): <u>KALPESH M PATEL</u>	
Property Owner (signature): <u>R. Kalpesh</u>	Date: <u>9/12/24</u>
Property Owner (printed): <u>REEMA KALPESH PATEL</u>	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Kalpesh Manish Patel who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Reema Kalpesh Patel the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Kalpesh
Authorized Agent (signature)

Subscribed and sworn to before me, this 11 day of September, 2024, to certify which witness my hand and seal of office.


NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☐ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # <u>1623</u>	
Received By: <u>Burt May</u>	Date: <u>SEP 23 2024</u>

BY:

PACKET 33.8 Application will not be considered for scheduling until reviewed by a planner. December 17, 2024

*COPYRIGHT 2024

This survey plat is being provided solely for the use of: JMR Dental Service PLLC and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated August 29, 2024, which shall take place within 90 days after the survey was provided.



PUBLIC DRAINAGE
RIGHT-OF-WAY

This survey was prepared without benefit of a title commitment.
Not all easements or matters of title may be shown.

Census Tract: 101.06

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0069 F

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 that said property has access to and from a dedicated roadway.

Dated this the 29th day of August 2024.

Duryn Henington

Registered Professional Land Surveyor No. 6832

Date: 08/29/2024

IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT

PENNELL LAND SURVEYING

PROFESSIONAL LAND SURVEYING

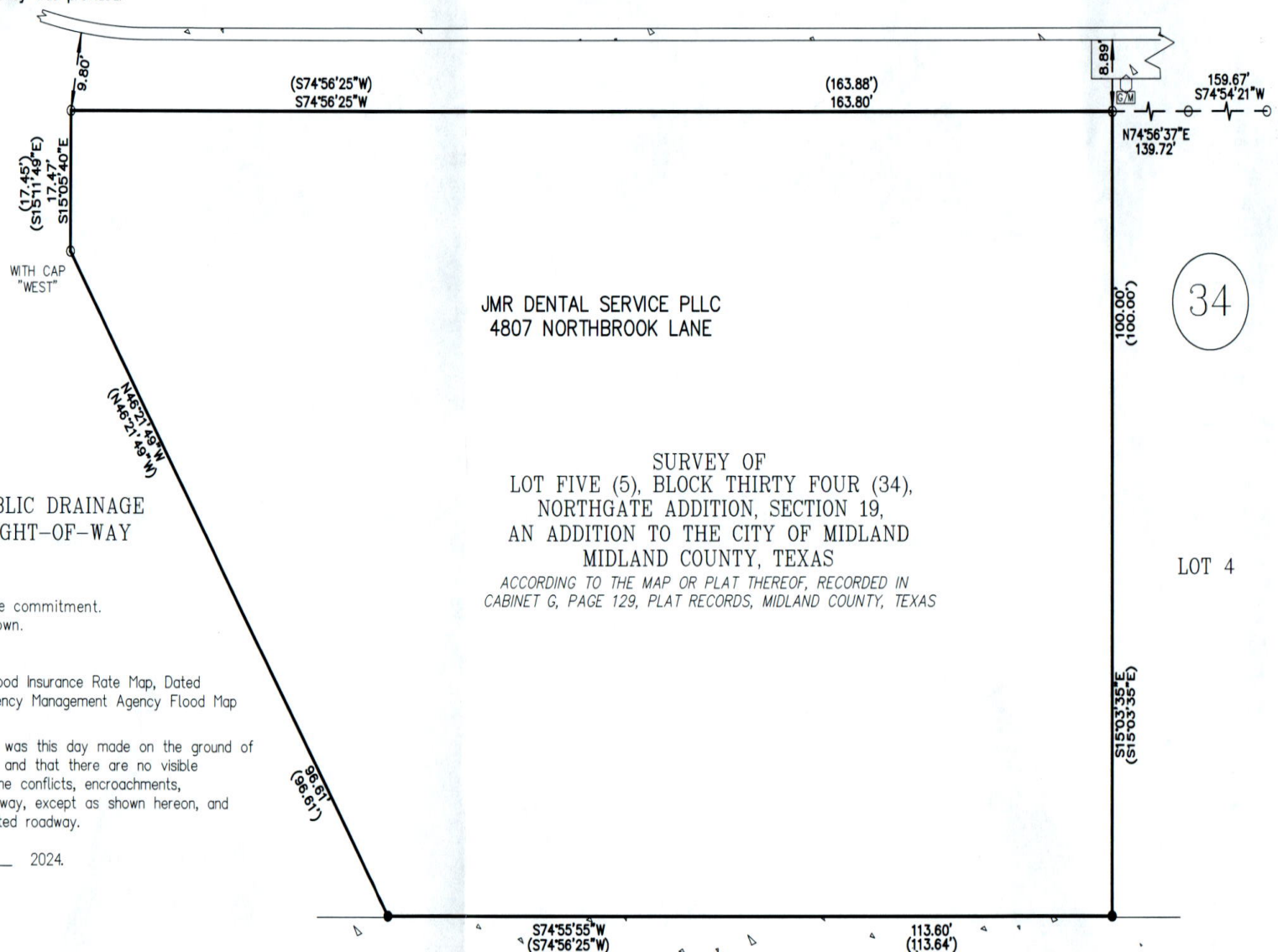
P.O. BOX 51622, MIDLAND, TEXAS 79710

VOICE: (432)570-6256 brucepennell@yahoo.com

ABSTRACT OFFICE: N/A PACKET# N/A COMMITMENT EFFECTIVE DATE: N/A

CAD FILE: BRP21095 DATA FILE: 4807NORTHBROOK DRAWN BY: MARCY N. FIRM NO.: 10193978

NORTHBROOK LANE (60' WIDE)



JMR DENTAL SERVICE PLLC
4807 NORTHBROOK LANE

SURVEY OF
LOT FIVE (5), BLOCK THIRTY FOUR (34),
NORTHGATE ADDITION, SECTION 19,
AN ADDITION TO THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN
CABINET G, PAGE 129, PLAT RECORDS, MIDLAND COUNTY, TEXAS

LOT 4

LEGEND

- Set 1/2" I.R.
W/Cap "RPLS 4170"
- Fnd. 1/2" I.R.
- Ⓜ Gas Meter
- Ⓜ Gas Line Marker

Basis of Bearings:
NORTH Line of this Lot

Bearings and Distances Shown
Inside () Indicate Record Information

20 10 0 20
SCALE 33.9 = 20'

December 17, 2024

CANADIAN AV

PD

MF16

SF2

PD

NORTHBROOK LN

PD

PD

PD

2F

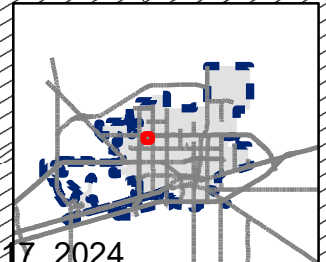
TH

MF16

AMIS
PACKET

33.11

December 17, 2024



35

NORTHBROOK LN



34

PACKET

33.12

December 17, 2024



16,212 Sq. Ft.
Call: 800-525-3337
Phone: 800-525-3337



RECEIVED
OCT 25 2024

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, October 21, 2024**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **JMR Dental Services** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 5, Block 34, Northgate Addition, Section 19, City and County of Midland, Texas.

LOCATION: Generally located on the south side of Northbrook Lane, approximately 720 feet northwest of West Loop 250 North. (Council District 1)

PROPOSED ZONING: **From:** PD, Planned Development District Shopping Center.
To: 2F, Two-Family Dwelling (Duplex) District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request SA Comments: I believe it would hurt my Business

Required Information:

Stanley M. Ashton
Property Owner's Signature

Stanley M. Ashton
Printed Name

4808 Northbrook Lane
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

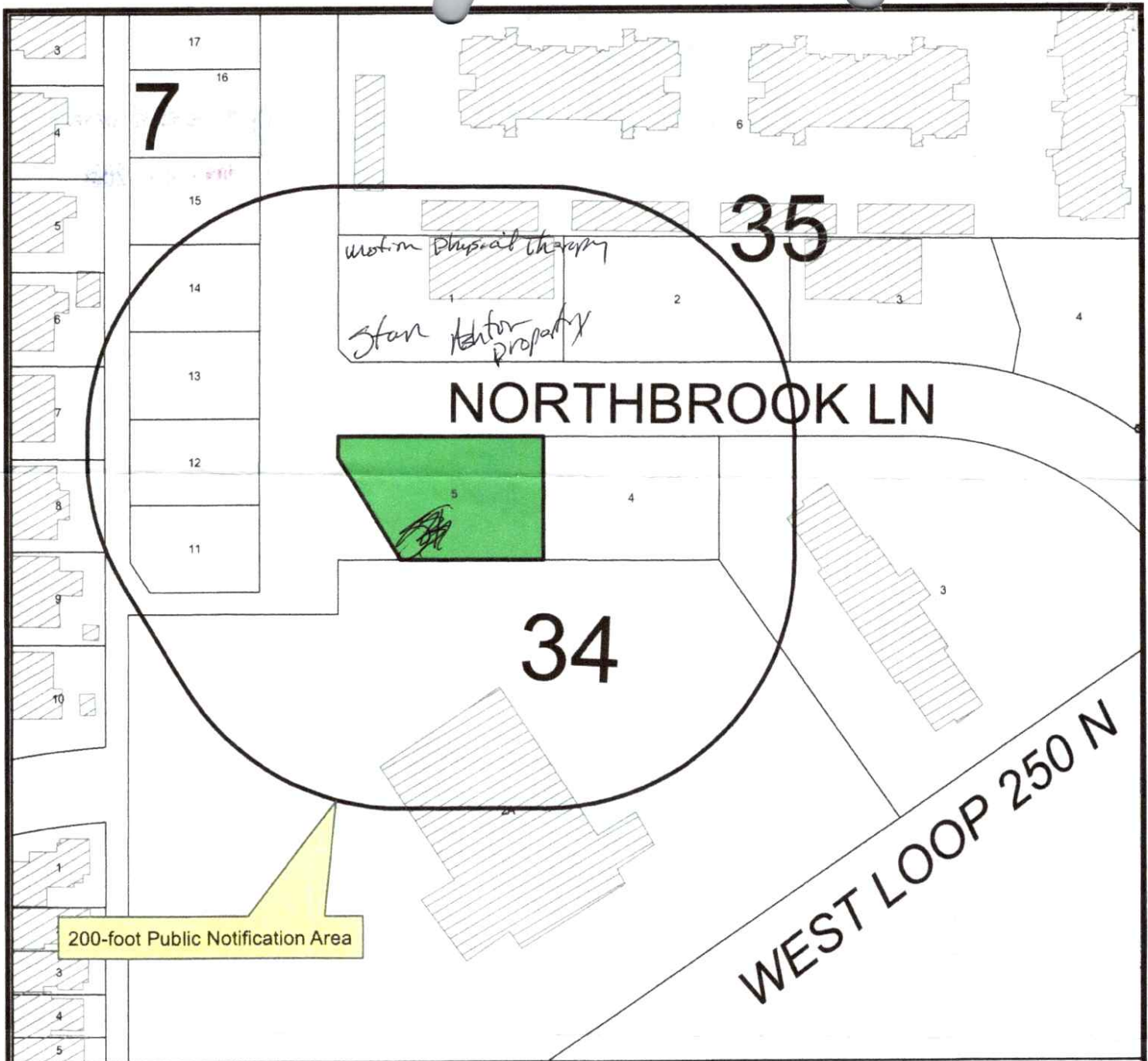
Notices Mailed: 11

- Date Mailed: October 10, 2024
Case Number: Z-24-0394
Case Name: 4807 Northbrook Ln
MJ Planner's Initials

Landon Ochoa
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at <https://www.midlandtexas.gov/967/primegov-meeting>

www.MidlandTexas.gov



Location Map

Z-24-0394

Scale: 1" = 55.60'

Consider a request by JMR Dental Services for a zone change from PD, Planned Development District to 2F, Two-Family Dwelling (Duplex) District on Lot 5, Block 34, Northgate Addition, Section 19, City and County of Midland, Texas.

Generally located on the south side of Northbrook Lane, approximately 720 feet northwest of West Loop 250 North. (Council District 1)

PACKET

33.15

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTE 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.

December 17, 2024



4807 NORTHBROOK LN



Visit Our Website

MIDLANDTEXAS.GOV

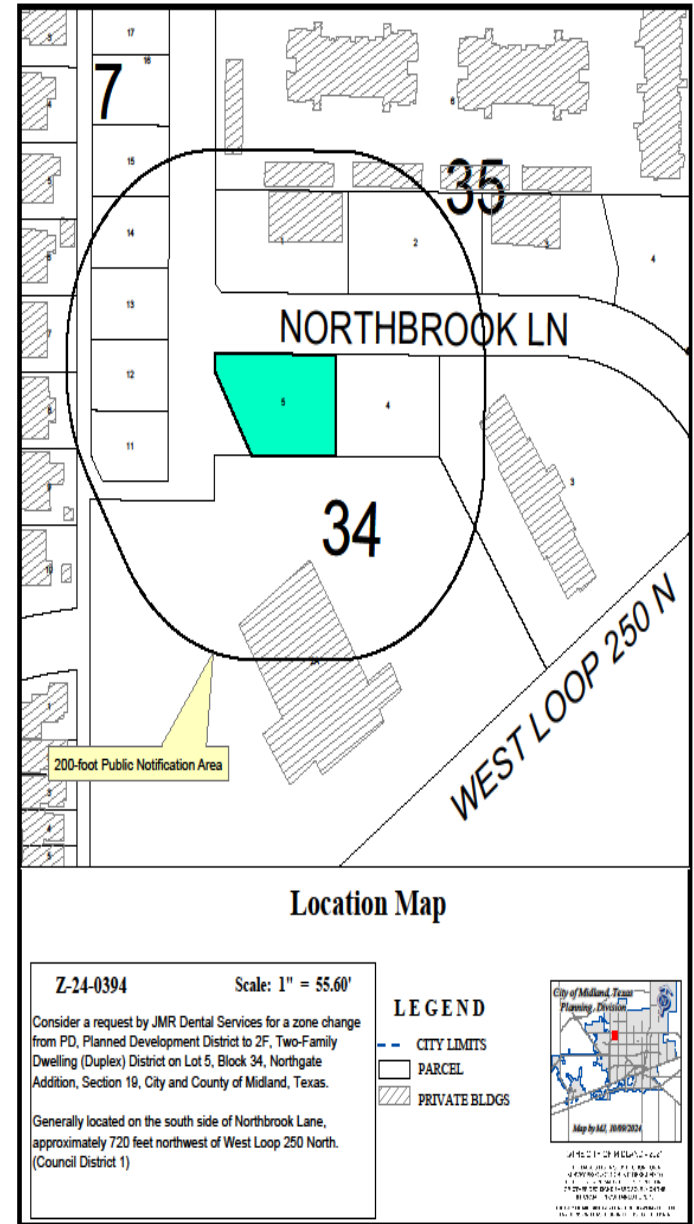
PACKET

33.16

December 17, 2024

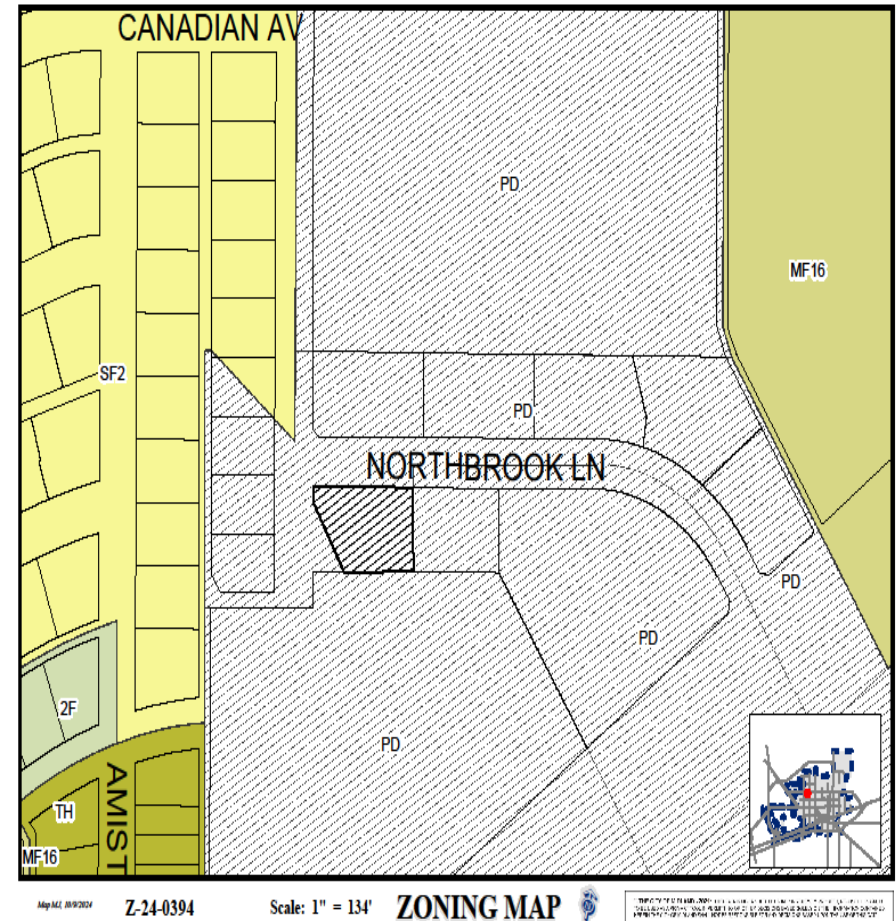
APPLICATION SUMMARY

- **Property Owner:** JMR Dental Services
- **Applicant:** Kalpesh M Patel
- **Zone Change**
- **Address:** 4807 Northbrook lane (District 1)
- **Reason for Request:**
Accommodation to employee



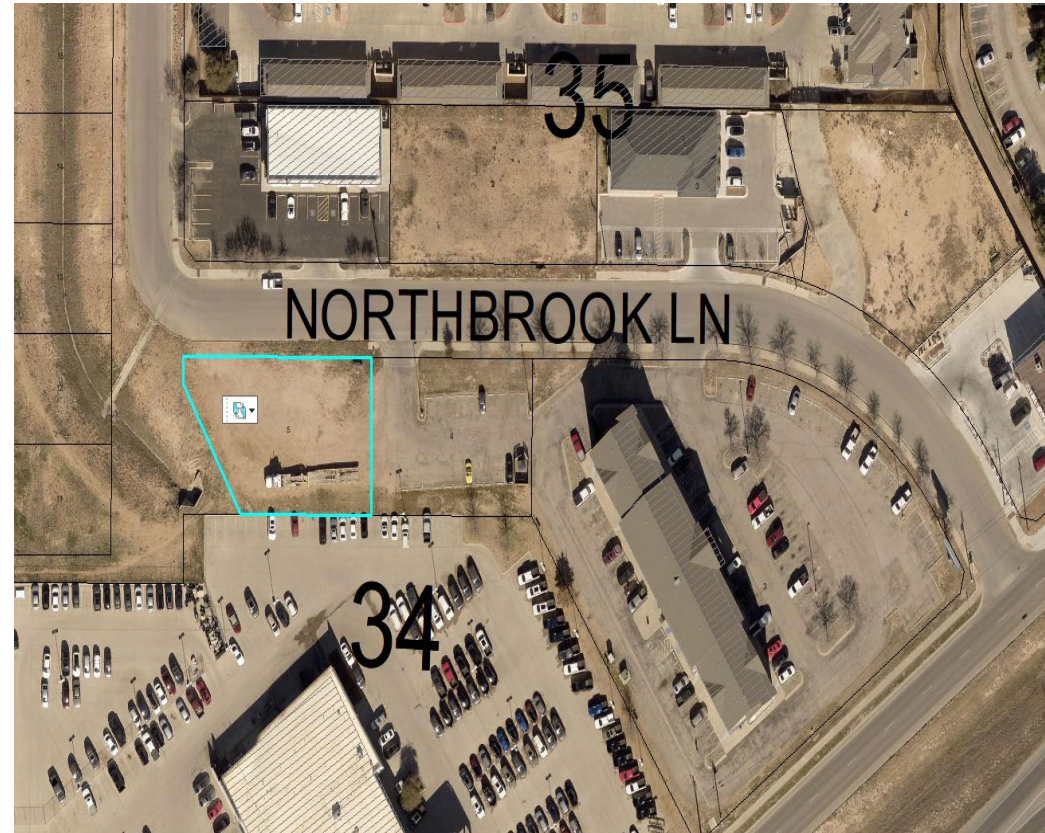
ZONING

- **Current Zoning:** PD, Planned Development District Shopping Center.
- **Surrounding Zoning:**
 - North: PD, Planned Development District Shopping Center.
 - East: PD, Planned Development District Shopping Center.
 - South: PD, Planned Development District Shopping Center.
 - West: PD, Planned Development District Shopping Center.
- **Proposed Zoning:** 2F, Two-Family Dwelling (Duplex) District



LAND USE

- **Current Use of the Property:**
Vacant
- **Proposed Use of the Property:**
2F, Two-Family Dwelling
- **Surrounding Uses:**
 - North: Commercial
 - South: Commercial
 - East: Vacant
 - West: Vacant

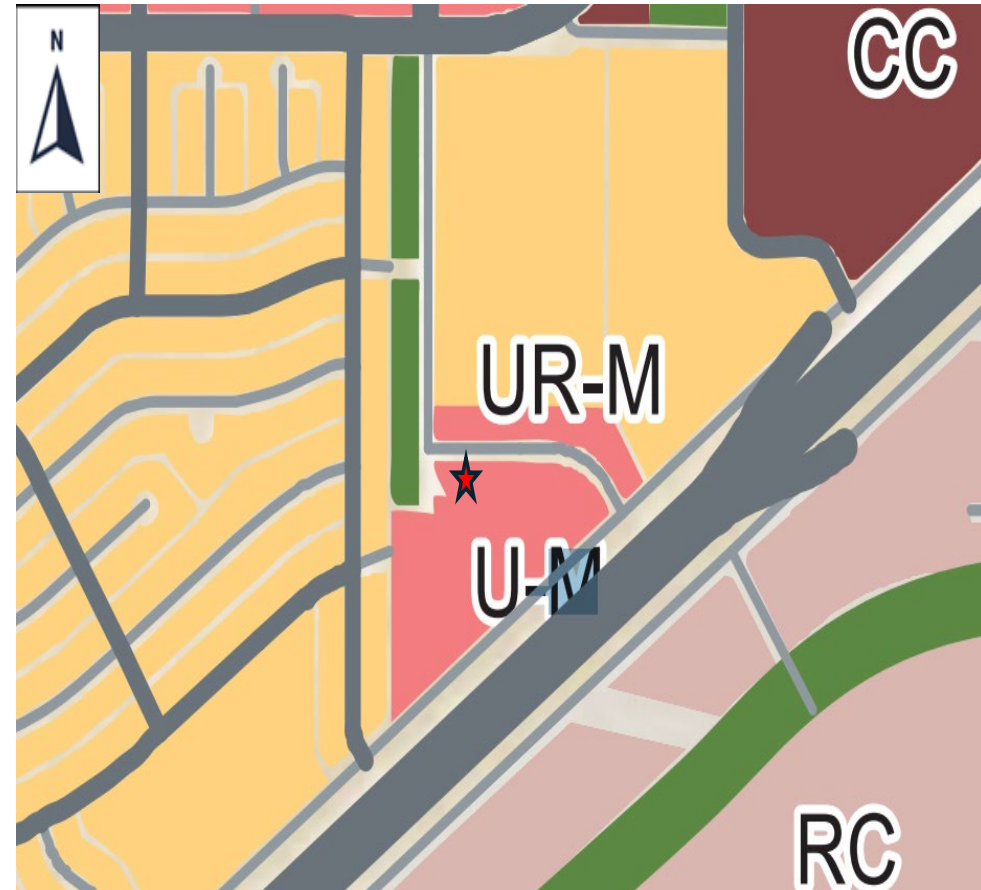




On Northbrook Lane, Looking South.

COMPREHENSIVE PLAN

- **TCT Land Use Designation:**
Urban-Medium (U-M)
- **Supported Uses:**
 - Supports a mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



*COPYRIGHT 2024

This survey plat is being provided solely for the use of JMR Dental Service PLLC and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated August 29, 2024, which shall take place within 90 days after the survey was provided.



PUBLIC DRAINAGE
RIGHT-OF-WAY

This survey was prepared without benefit of a title commitment.
Not all easements or matters of title may be shown.

Census Tract: 303.06

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2023 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0069 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described herein 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 herein, and that said property has access to and from a dedicated roadway.

Dated this 29th day of August, 2024.

Duryin Henington

Registered Professional Land Surveyor No. 6832

Date: 08/29/2024

IF SURVEYOR'S SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT

PENNELL LAND SURVEYING PROFESSIONAL LAND SURVEYING P.O. BOX 51822, MIDLAND, TEXAS 79710 VOICE: (432) 670-6256 brucepennell@yahoo.com		
ABSTRACT OFFICE: N/A	CR. # N/A	COMMITMENT EFFECTIVE DATE: N/A
DWG. FILE: BRP1005	DATA FILE: 480200210BROCK	DRAWN BY: MARY K. FIRM NO.: 10193975

NORTHBROOK LANE (60' WIDE)

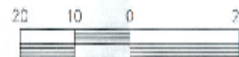
JMR DENTAL SERVICE PLLC
4807 NORTHBROOK LANE

SURVEY OF
LOT FIVE (5), BLOCK THIRTY FOUR (34),
NORTHGATE ADDITION, SECTION 19,
AN ADDITION TO THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN
LANDS & PAGE 120, PLAT RECORDS, MIDLAND COUNTY, TEXAS

LOT 4

LOT 2



SCALE: 1" = 20'

Base of Bearings:
NORTH Line of this Lot
Bearings and Distances Shown
Inside () Indicate Record Information

LEGEND

- Set 1/2" I.R.
- W/Cap "RFLS 4170"
- End 1/2" I.R.
- ⊞ Gas Meter
- Gas Line Marker

STAFF'S RECOMMENDATION

- One objection received.
- The Planning & Zoning Commission recommended approval of this request on October 21, 2024.
- Staff recommends **APPROVAL** of this zone change from PD, Planned Development District Shopping Center to 2F, Two-Family Dwelling (Duplex) 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: November 12, 2024, December 17, 2024
To: City Council / City Manager
From: Alexis M. Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 8, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST DORMARD AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Michael Loya on behalf of Tall City Meat Market, is requesting a Specific Use Designation (SUD) with Term for alcoholic beverages sales for on-premises consumption in a restaurant, Tall City Meat Market is located at 2909 N. Big Spring.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life & Place

Current Zoning:

RR, Regional Retail

Surrounding Zoning and Land Use:

The properties to the north and west are zoned PD- Planned District and are the location of houses and offices. The properties to the south and east are zoned RR, Regional Retail District and are the locations of businesses and a gas station.

Analysis:

The property is zoned RR, Regional Retail District and is the location of A business building. The RR zoning allows for alcoholic beverages sales for on-premises consumption in a Restaurant with the approval of an SUD. The total area of the restaurant is 5,562-square feet and the proposed alcohol serviceable area is 3,012-square feet.

The proposed hours of operation:

Monday through Saturday from 8 a.m. to 12 a.m.

The proposed hours of alcohol service:

Monday through Saturday from 10 a.m. to 12 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 churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

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 Meat Market is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

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.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,012 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 10:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of November 1, 2024, staff received three letters of objections which resulted in a 12.3% objection percentage.

Attachments:

Application
Floor Plan (Exhibit A)
Maps
PowerPoint
Objections

For & Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT
MAP OF THE CITY OF MIDLAND TO GRANT A
SPECIFIC USE DESIGNATION WITH TERM FOR LOTS
1 AND 2, BLOCK 8, KELVIEW HEIGHTS ADDITION,
CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Planning and Zoning Commission and the Governing Body
of

CORNER OF THE INTERSECTION OF NORTH BIG

the City of Midland, Texas, in compliance with the City Charter, the City Code, and
State

WHICH IS PRESENTLY ZONED RR, REGIONAL

law, have given notice of this Ordinance to the public by publication and
otherwise; and

BE USED FOR THE SALE OF ALL ALCOHOLIC

after holding a public hearing and finding that it is in the best interest of the City of Midland, Texas, to grant a Specific Use Designation with Term for Lots 1
owners

CONSUMPTION; MAKING SAID DESIGNATION

generally, and particularly to those interested persons situated in the affected area
and in the

RESTRICTIONS CONTAINED HEREIN; CONTAINING

vicinity thereof, the Governing Body of the City of Midland finds that the public
convenience

AND SEVERABILITY CLAUSE; PROVIDING FOR A

will be best served by granting a Specific Use Designation with Term for Lots 1
and 2 SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is
CITY OF MIDLAND, TEXAS (\$2,000.00), AND ORDERING PUBLICATION

Block 8, Kelview Heights Addition, City and County of Midland, Texas, for the
sake of

all are specifically described by reference to the "Establishment" of "A", which is set
forth in the
PACKET, 34.5 December 17, 2024

and the proposed use is in the "Property" as set forth in the 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
- B. approximately 3,012 square feet as shown in Exhibit "A" which is attached
- C. That the days and hours of alcoholic beverage sales and consumption hereto and incorporated herein for all purposes shall be
- D. That the occupancy of the Establishment shall not exceed the limited to Monday through Saturday from 10:00 a.m. to 12:00 a.m. maximum (midnight). That the Establishment shall meet the requirements of the Fire occupancy determined by the Building Code and Fire Code. Department and
- E. That the operator of the Establishment shall obtain a Certificate of the Code Administration Division. Occupancy

- F. prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use

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

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. If any section, subsection, sentence, clause or phrase of this ordinance is 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

SECTION SIX. The penalty for violation of this ordinance shall be in

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 above and foregoing ordinance was duly proposed, read in full and adopted on descriptive caption of this ordinance in the manner and for the length of time prescribed by first reading, the ____ day of _____, A.D., 2024; and passed to second reading the law as an alternative method of publication.

Council members voting "AYE":
on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____ by the following vote:
The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":
member _____, on the ____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":
meeting of the City Council:

PASSED AND APPROVED THIS ____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

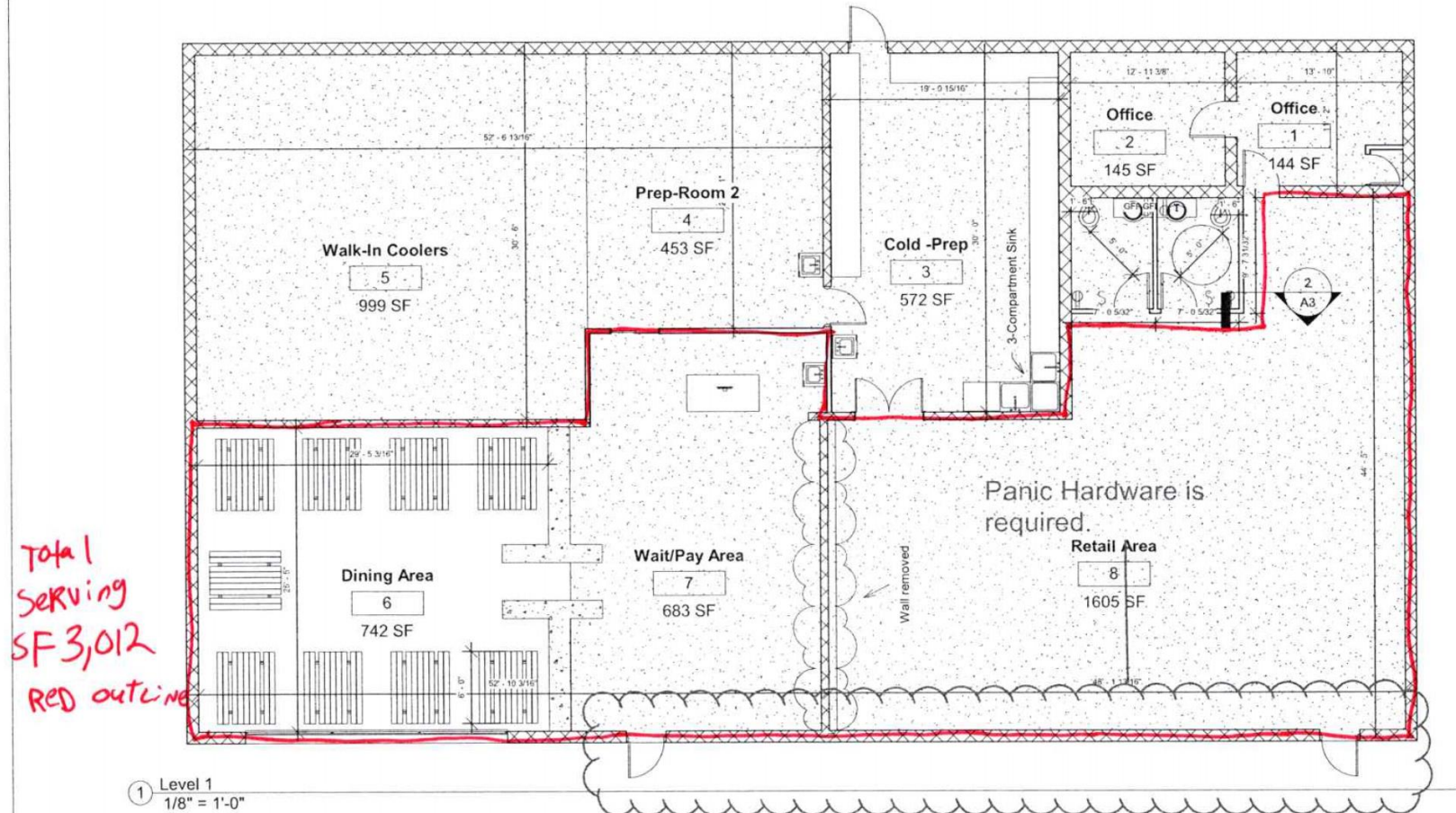
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development
Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



Tall City Meat Market
2909 N. Big Spring St.

No.	Description	Date
1	Revision 1	Date 1

Floor Plan

Project number	2020-27	A2
Date	12/01/2021	
Drawn by	Marcel Rodriguez	
Checked by	N/A	
Scale 1/8" = 1'-0"		

12/29/21 4:08:30 PM



**Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: MICHAEL LOYA /TALL CITY MEAT MARKET LLC

Phone (830) 581-9282

Email
tallcitymeatmarket@yahoo.com

Address 4445 E GOLDENROD DR

City GARDENDALE

State TX

Zip 79758

Property Owner

Printed Name: BROKEN EAR HOLDINGS, LLC/RUBEN VARGAS

Phone (432) 934-4408

Email

Address 2909 N Big Spring St.

City MIDLAND

State TX

Zip 79705

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone ()

Email

Address _____

City _____

State _____

Zip _____

Street Address: 2909 N BIG SPRING ST

Business Name: TALL CITY MEAT MARKET

Legal Description

Lot: _____ Block: _____ Subdivision: KELVIEW HEIGHTS

Current Zoning:

Reason for Request: WE WANT TO PROVIDE OUR CUSTOMERS WITH A DRINK WITH THEIR MEAL.

Type of Business (restaurant, bar, lounge, nightclub, etc.): RESTAURANT/MEAT MARKET

Proposed/Current Days and Hours of Operation: MONDAY - SATURDAY 8AM-12AM

Proposed Days and Hours of Alcohol Service: MONDAY - SATURDAY 10AM-12AM

Total Square Footage of Business: 5562 SQF

Square Footage of Alcohol Serviceable Area: 3,012

Restroom Fixtures:
Men
Women

Toilets/Urinals: 1 /
Toilets: 1

Bathroom Sinks: 1

Bathroom Sinks: 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing:
 - Parking
 - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

Michael Loya

Date:

09-4-24

Applicant (printed): MICHAEL LOYA

Property Owner (signature):

Ruben Vargas

Date:

Sept 4 2024

Property Owner (printed): RUBEN VARGAS

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

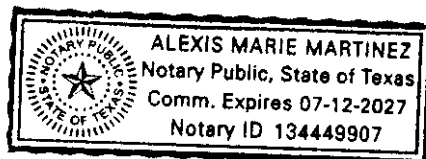
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared *Michael Loya* who, being by me duly sworn, upon oath says: That (s)he is authorized by *Ruben Vargas*, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 11th day of September, 2024, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

Application will not be considered for scheduling until reviewed by a planner. 34.11 December 17, 2024

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Floor Plan

☒ Application Fee

☒ Site Plan

Check # 3091

☒ Plans in Digital Format (PDF/JPEG)

Received By: [Signature]

Date: Sept. 11th 24

RECEIVED

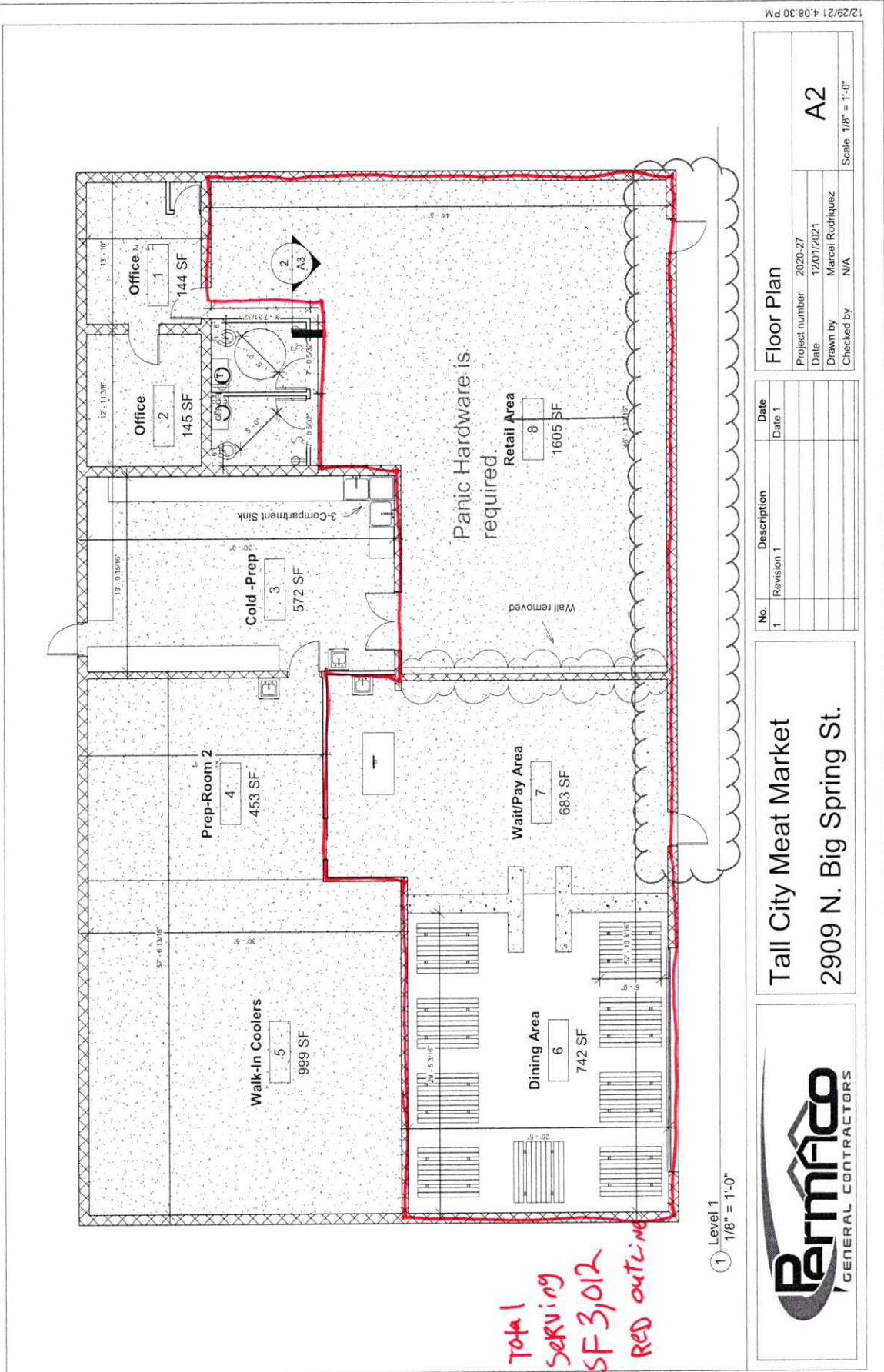
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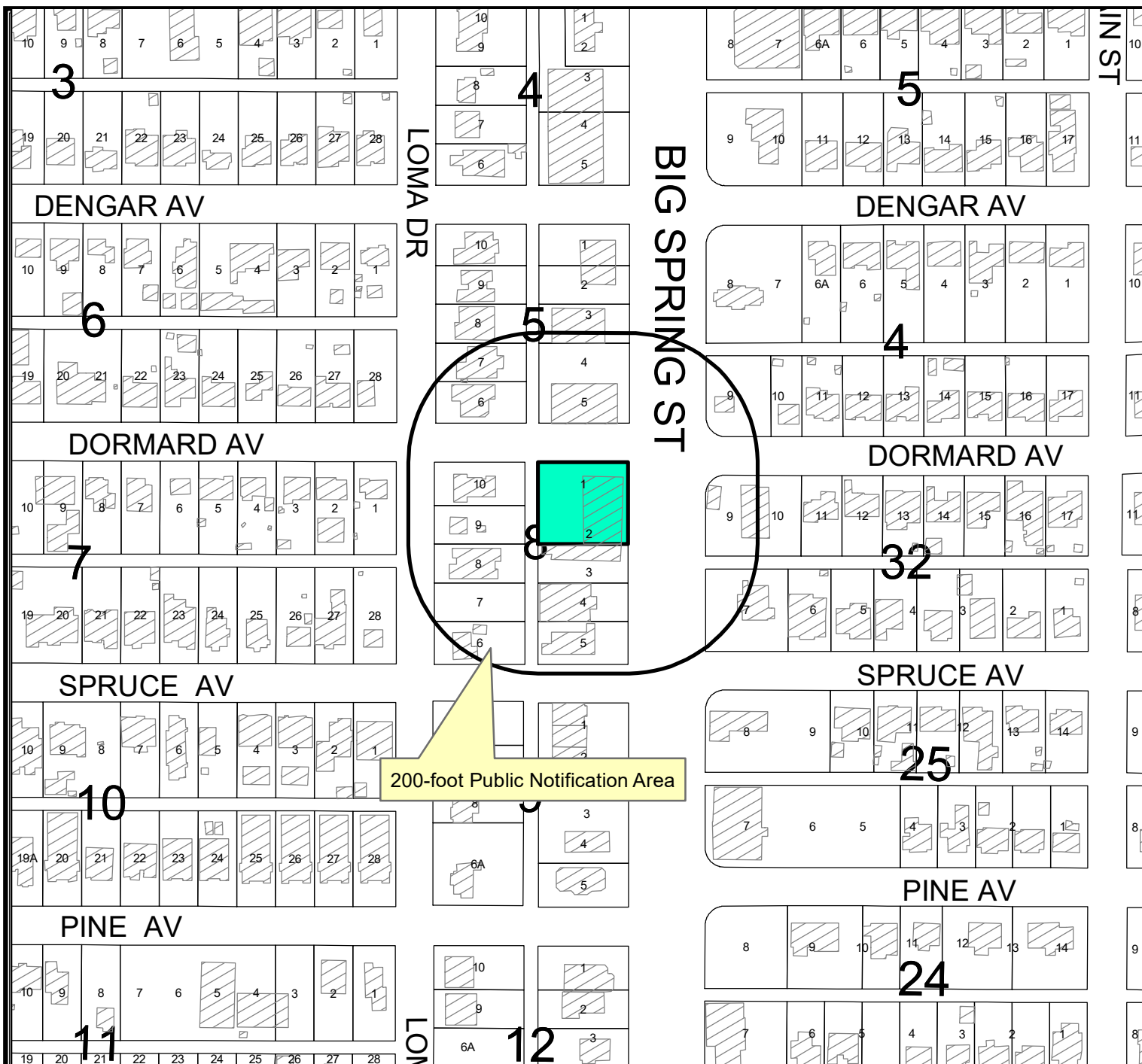
PACKET

34.12

December 17, 2024

**Application will not be considered for scheduling until reviewed by a planner.





Location Map

SUD-24-0187

Scale: 1" = 600'

Consider a request by Michael Loya on behalf of Tall City Meat Market for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on a 5,562 square foot portion of Lots 1 & 2, Block 8, Kelview Heights, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Big Spring Street and West Dormard Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



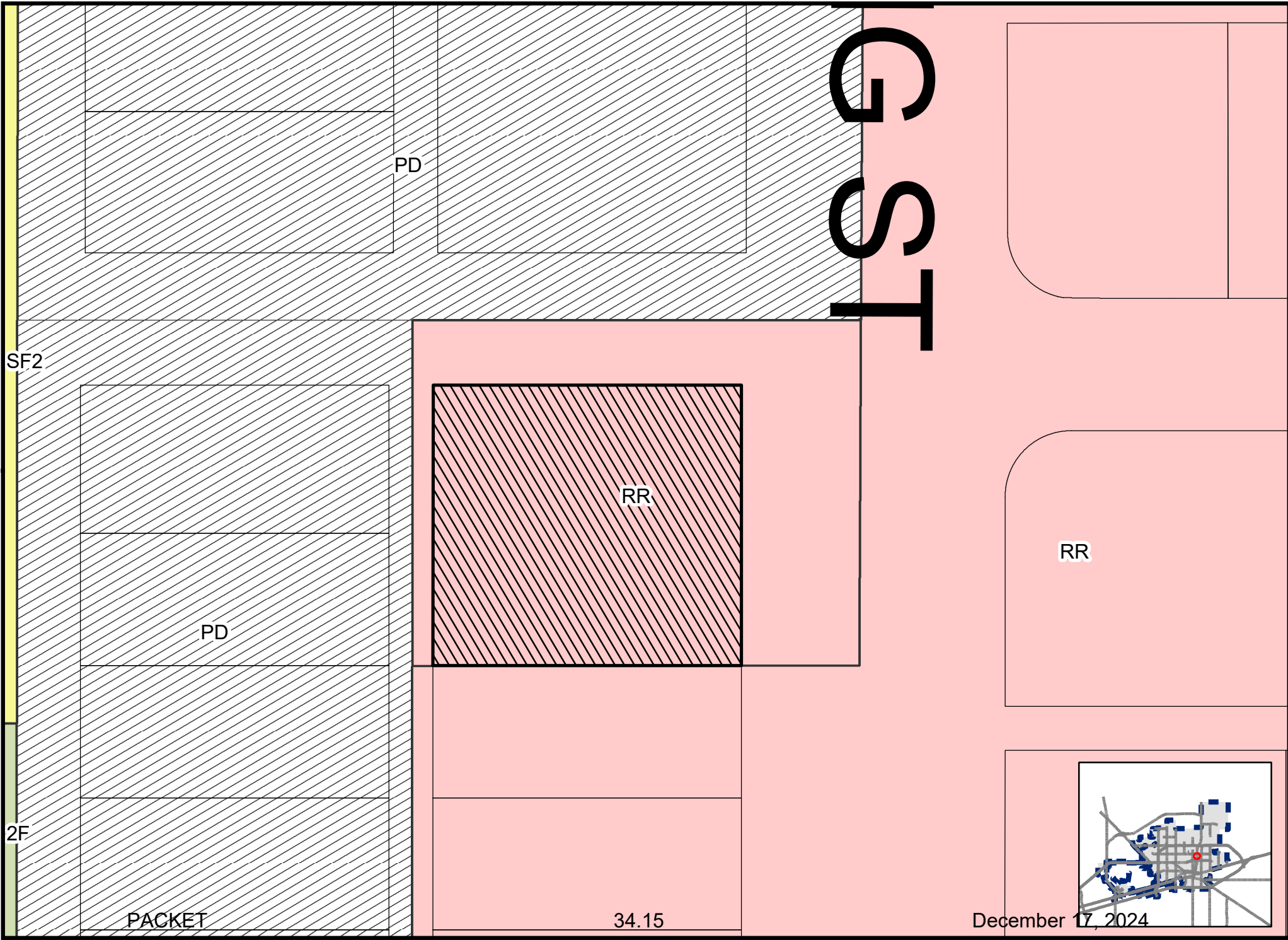
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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

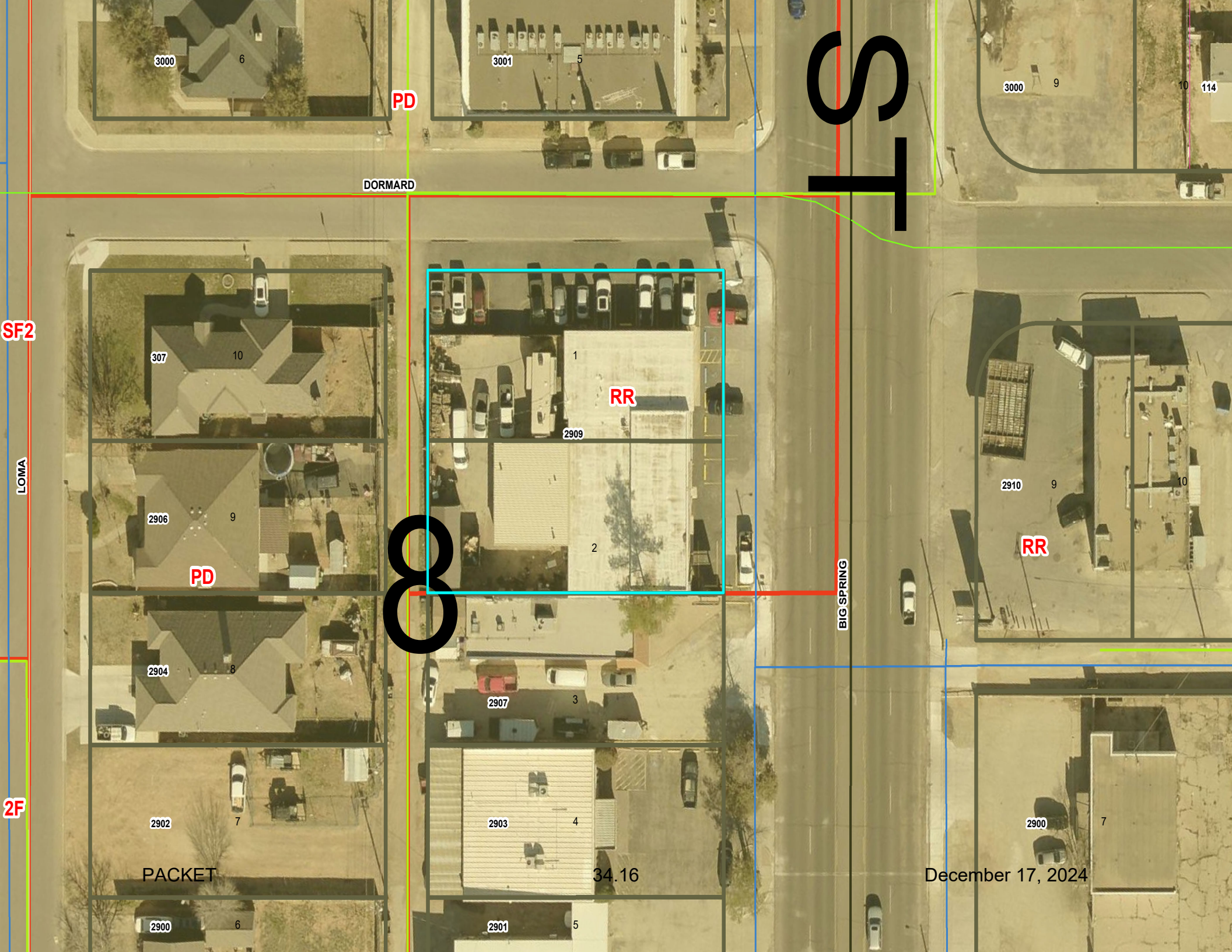
December 17, 2024

34.14



December 17, 2024





3000

6

PD

3001

5

DORMARD

3000

9

10

114

SF2

307

10

RR

2909

2906

9

PD

2

2904

8

2907

3

BIG SPRING

2910

9

10

RR

2F

2902

7

PACKET

34.16

2903

4

2900

7

December 17, 2024

2900

6

2901

5





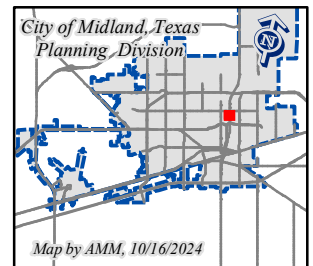
12.3% Objection

SUD-24-0187

Scale: 1" = 1,231'

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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

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

PACKET

34.18

December 17, 2024



TOCO PROPERTIES LLC
3005 N BIG SPRING ST STE 2
TX MIDLAND 79705

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 P.M. on Monday, October 7, 2024**, in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701, on a request by **Michael Loya** on behalf of **Tall City Meat Market** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: A 5,562 square foot portion of Lot 1&2, Block 8, Kelview Heights City and County of Midland, Texas.

LOCATION: Generally located at the southwest corner of the intersection of North Big Spring Street and West Dormard Avenue. (Council District 3)

CURRENT ZONING: RR, Regional Retail District

SPECIFIC USE: For the sale of all alcoholic beverages, for on-premises consumption, in a restaurant.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ☒

Comments: Tall City is a fine restaurant, but I am very concerned alcohol sales in a building this close to mine will have a negative impact on this area. Tall City has very inadequate parking which already results in patrons parking all along Dormard Av greatly reducing visibility pulling out of the alley. At times their patrons park in our parking lots. My building has already been hit once by a Tall City patron's vehicle in February 2022 causing damage which required repairs. Alcohol sales will result in some intoxicated patrons walking across our parking lots to their cars which is a safety concern. There will be increased overflow parking on our property and some patrons will be impaired drivers, therefore, the potential for more damage to my property.

Required Information:

Todd Stallings
Property Owner's Signature

Todd Stallings
Printed Name

3005 N. Big Spring Street
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7263. Si ud. desea más información en Español sobre esta cuestión, llame al : 432-685-7400

Notices Mailed: 16
Date Mailed: September 26, 2024
Case Number: SUD-24-0187
Case Name: Tall City Meat Market
AMM Planner's Initials

Daril Hunt for
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing-impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting the Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

2024/10/5

Tall City is a fine restaurant, but I am very concerned alcohol sales in a building this close to mine will have a negative impact on this area. Tall City has very inadequate parking which already results in patrons parking all along Dormard Av greatly reducing visibility pulling out of the alley. At times their patrons park in our parking lots. **My building has already been hit once by a Tall City patron's vehicle in February 2022 causing damage which required repairs.** Alcohol sales will result in some intoxicated patrons walking across our parking lots to their cars causing safety concerns for our tenants. There will be increased overflow parking on our property and some patrons will be impaired drivers, therefore, the potential for more damage to my property.

PACKET 34.19 December 17, 2024

Todd Stallings



RODRIGUEZ NOEMI B
2906 LOMA DR
TX MIDLAND 79701

PUBLIC NOTICE

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CURRENT ZONING: RR, Regional Retail District

SPECIFIC USE: For the sale of all alcoholic beverages, for on-premises consumption, in a restaurant.

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I object to this request ☒ Comments: *See attached*

Required Information:

[Signature]
Property Owner's Signature

Noemi Rodriguez
Printed Name

2906 Loma Dr.
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at 685-7263. Si ud. desea más información en Español sobre esta cuestión, llame al : 432-685-7400

Notices Mailed: 16

Date Mailed: September 26, 2024

Case Number: SUD-24-0187

Case Name: Tall City Meat Market

AMM Planner's Initials

Landon Ochoa for
Landon Ochoa
Planning Division Manager
Department of Development Services

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Why it printed so big. Sorry not sure

Since this business moved into this location it has been one issue after another. The owner is very selfish, inconsiderate, unthoughtful, cheater and a liar for the reasons listed below (supporting pictures and videos are available for each item below - just ask):

Trash, foul odor, rodents, bugs:

In the beginning he would fill up all the dumpsters in the alley with his trash, meat shavings and all, not allowing any room for anyone else's trash. The trash would sit there for days before the city would pick it up, attracting flies, rodents, insects, flies, dogs, cats and even humans. After many calls to the City, the extra dumpsters and pick up were scheduled. But getting to this point was torture for us. I understand the City benefits from their trash pick ups but the neighbors do not. The considerate thing for the neighbors as they live here would be that this business should have their own trash dumpster on their property like just about every other business around town. The rodents, flies, and smell animals continue as those will never go away but at least it's their property and not the neighbors side of the alley.

Illegal Dumping:

This business dumped their grease into the business next

door's grease dumpsters before that business was in business. (I also have a trash issue with this business dumping left over food without bags and illegal dumping but that I will address in a different complaint.) This caused the grease to sit there for weeks / months causing foul odor. I couldn't figure out where the stink was coming from until I caught them dumping buckets of grease into the grease dumpster of a vacant business. They said the business had allowed them to do that. But when I spoke to the Agent who was selling the location at the time, he said no he did not allow them and he had to put a lock on the grease container lid. I have a video of them with truck loads of grease buckets dumping the grease.

Noises:

Noises at all hours of the night/morning are created by their own big trucks idling for hours, delivery trucks idling while they deliver supplies at 2/3/4/5 in the morning when everything else is quiet. Banging metal ramps and doors creating loud noise disturbing the peace and making dogs bark. I'm writing this at 5 in the morning because right now I was woken up by squealing noises. Come to find out there are workers at five in the morning cutting metal sheets at this business right now.

Code Violation:

They had people living in the RV they have in the back for

months. They would idle their big trucks for whatever reason in the back for hours.

Bright Light:

They have a very bright light that shines into my bedroom where I can't see outside during the night. I had to purchase blackout curtains. I also had to extend part of my fence up to try to block the light somewhat.

Parking in the Alley:

At times their customers park in the alley when they are visiting this business. I have had to call them many times to get the alley unblocked.

Street Parking:

During lunch the streets fill up with cars as they visit this place. Allowing the street to practically allow only one car at a time. Also they park so close to the intersection it's hard to look to see if cars are coming before crossing the intersection. The majority of the customers are field workers and they tend to use the opportunity to clean out their trucks or empty their ice chests out in the streets including trash and leave that behind.

Weeds:

The weeds in the alley on their side grow almost as high as

their fence before they get some poor guy with what looks like a steak knife to cut them down. He usually leaves a mess in the alley and fills up my dumpster with the weeds as he places them without a bag. Not allowing any room for my trash. After the weeds are cut lots of trash is exposed and that trash stays there is never picked up.

Not happy neighbors:

I have a disabled 84 year old mother who deserves to live in peace. When she can sit outside on the patio she is either being attacked by flies or she just can't take the stench odor from the dumpsters. Especially in 100 plus degrees. I've had to hire exterminators, extend my fence higher, continue to monitor the dumpsters, traffic and secure my home as best I can. The neighbor next door had a truck run into his fence in the back, his gas meter was damaged, the dumpster was pushed into his back yard just a few feet away from his kitchen and the trash was scattered all over his back yard. I'm sure a police report is out there as the fire department was called due to the gas line damage and the police did investigate. Who knows what happened or why but it happened,

So you see this is everyday for the neighbors around this business. Not all neighbors know or live through this much ordeal but it does affect the three homes directly behind this

business. Three may not be enough of a concern for this business or the city but this is our home. This business opens and closes for business, customers enjoy a great meal, employees do their job, the owner gets his gratitude and money and leaves. But we have to put up with the noise, lights, smell, trash, traffic, animals, bugs, flies everyday. We as three citizens of Midland deserve to live in peace. So no, I don't agree that this business gets any more privileges as more issues and concerns are going to be added to the already existing issues. The owner may support and sponsor Midland events around town but he does nothing for his immediate neighbors.

You are welcome to contact me. This letter will also be used as an ongoing concern to the City Manager(s) as we have two businesses we neighbor with. The other one is a catering business so the only concerns with them are the dumpsters and noise.

Thank you

RODRIGUEZ ISCANIEL
2904 LOMA DR
TX MIDLAND 79705



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I object to this request ☒ **Comments:**

Same Comments as 2906 Loma Dr.

Required Information:

Iscañiel Rodriguez
Property Owner's Signature

Iscañiel Rodriguez
Printed Name

Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at 685-7263. Si ud. desea más información en Español sobre esta cuestión, llame al : 432-685-7400

Notices Mailed: 16

Date Mailed: September 26, 2024

Case Number: SUD-24-0187

Case Name: Tall City Meat Market

AMM Planner's Initials

Landon Ochoa for
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing-impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting the Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



Tall City Meat Market

SPECIFIC USE DESIGNATION WITH TERM

October 21, 2024



Visit Our Website

MIDLANDTEXAS.GOV

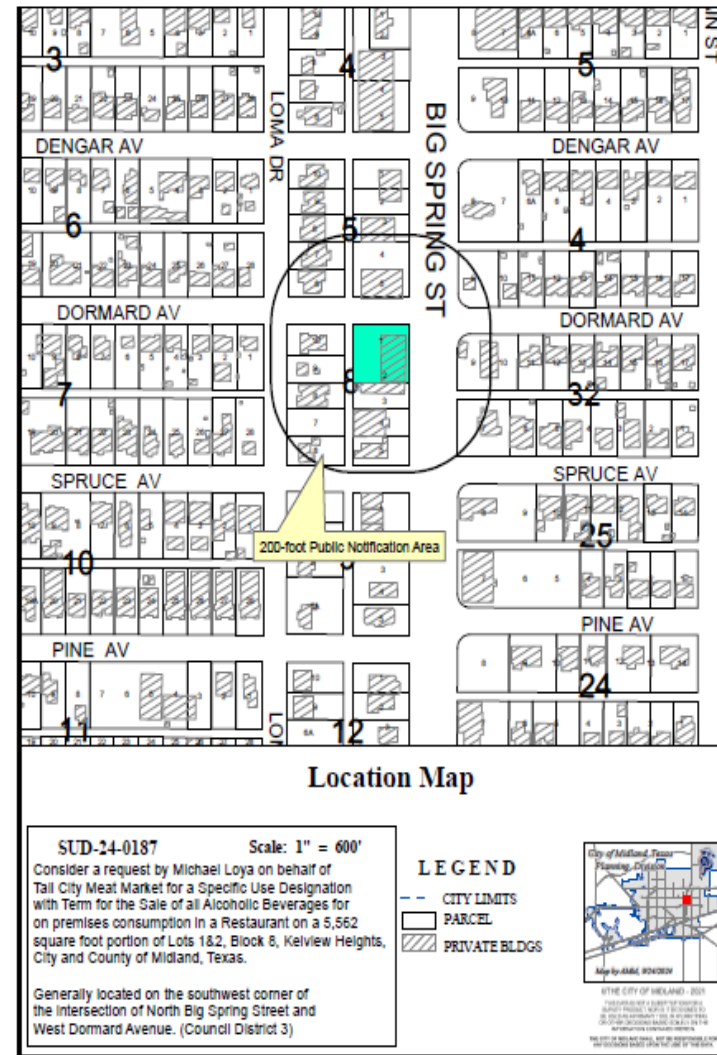
PACKET

34.27

December 17, 2024

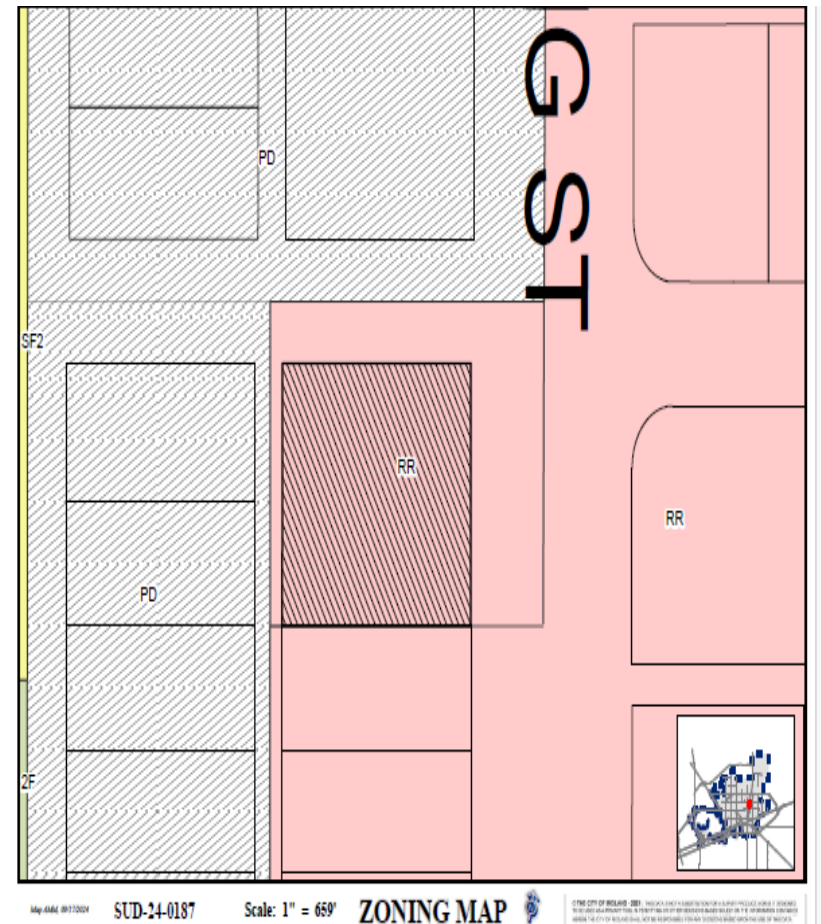
Application Summary

- **Property Owner:** Ruben Vargas
- **Applicant:** Michael Loya
- Specific Use Designation With Term
- **Address:** 2909 N. Big Spring Street (District 3)



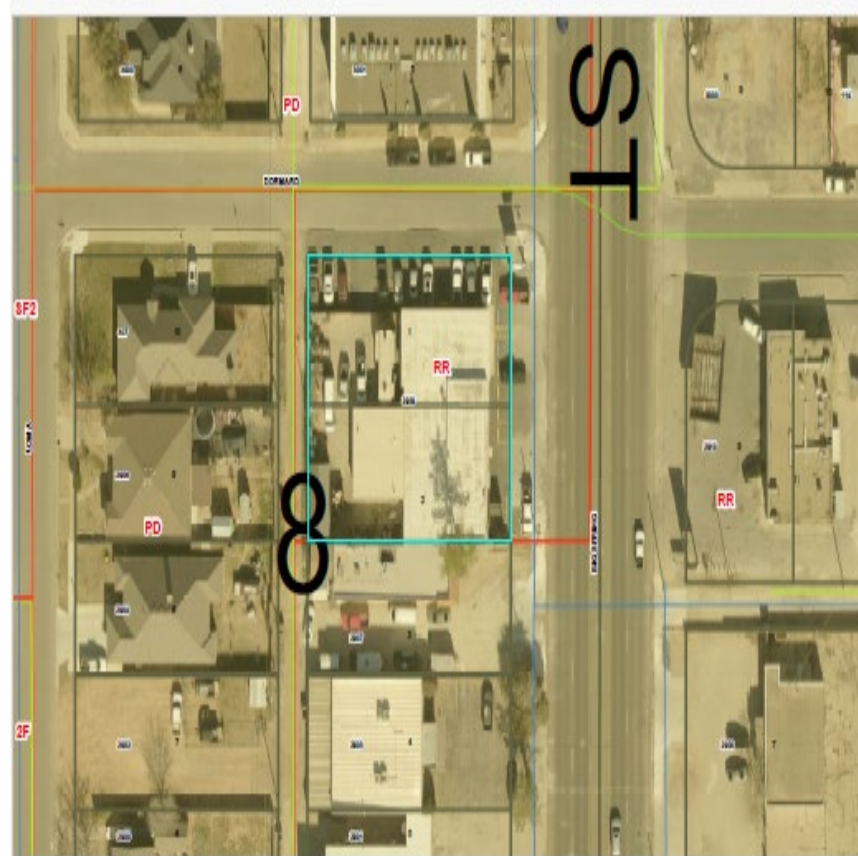
Zoning

- **Current Zoning:** RR- Regional Retail
- **Surrounding Zoning:**
 - North and West: PD- Planned District for Office Center
 - South and East: RR- Regional Retail



Land Use

- **Current Use of the Property: Meat Market**
- The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Surrounding Uses:**
 - North: Insurance Business
 - South: Surveyor Business
 - East: Gas station
 - West: Residential



SUD Details

- **Square Footage of SUD:** 3,012 sq ft
- **Proposed Days and Hours of Operation:**
 - Monday – Saturday, 8 a.m. to 12 a.m.
- **Proposed Days and Hours of SUD:**
 - Monday – Saturday, 10 a.m. to 12 a.m.

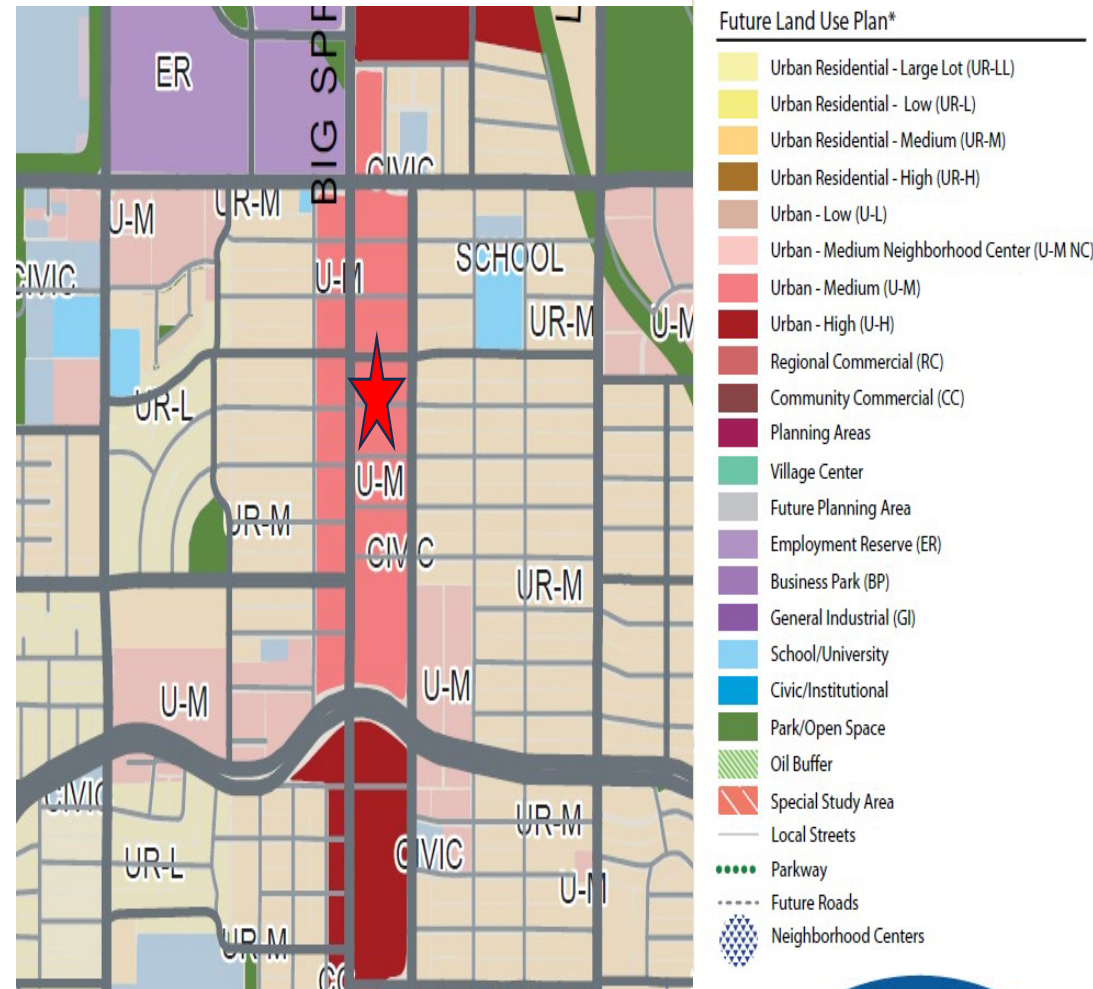




On North Big Spring Street, Looking East

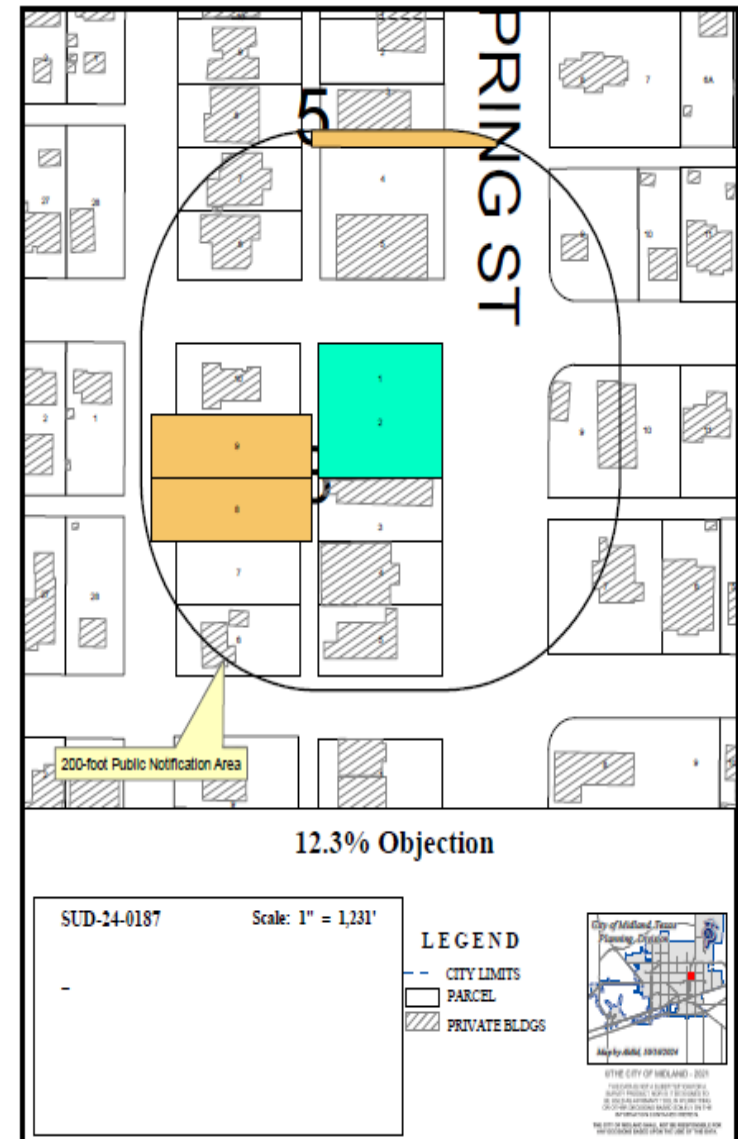
Comprehensive Plan

- **TCT Land Use Designation:** U-M, Urban- Medium
- **Supported Uses**
 - Supports a mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches and commercial.
- **Request is compatible with the surrounding area and the Tall City Tomorrow Plan.**



OBJECTIONS SUMMARY

- **Objections:** 3 of objections received
- **Objections Percentage:** 12.3%
- **Supermajority vote:** not required



Staff's Recommendation

- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a restaurant subject to the following conditions.
 - A. That the serviceable area of the Establishment shall be limited to approximately 3,012 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
 - B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
 - C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 10:00 a.m. to 12:00 a.m. (midnight).

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.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

MISSION

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



City Council Meeting

Item Number: 35

Meeting Date: November 12, 2024, December 17, 2024

To: City Council / City Manager

From: Alexis M. 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 2,100-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 330 FEET SOUTHEAST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST WADLEY AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Brian Choi, is requesting a Specific Use Designation (SUD) with Term for the sale of all alcoholic beverages for on-premises Consumption in a restaurant located at 3211 W Wadley Avenue named Tokyo 1.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life and Place

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north are RR, Regional Retail and are the locations of businesses such as Walgreens, and various restaurants. The properties to the east are PD, Planned District, for housing development and are the locations of residences. The properties to the west are PD-planned district, for shopping center and RR, Regional Retail and are the locations of a grocery store and a fueling station. The properties to the south are SF2, a Single-Family Dwelling District and are the locations of residences.

Analysis:

The property is zoned RR, Regional Retail District and is the location of the shopping center where the restaurant is located. The RR zoning allows for alcoholic beverages sales for on-premises consumption in a restaurant with the approval of an SUD. The total area of the restaurant is 2,100 square feet and the proposed alcohol serviceable area is 1,100-square feet.

The proposed hours of operation:

Monday through Saturday from 11:30 a.m. to 9 p.m.

The proposed hours of alcohol service:

Monday through Saturday from 11:30 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 churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

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.” Tokyo 1 is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

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.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,100 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 11:30 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.

Letters of Objection:

As of November 1, 2024, staff has received one letter of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Maps
PowerPoint
Objection Letter

Frederick D. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 330 FEET SOUTHEAST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST WADLEY AVENUE), 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 2,100-square foot portion of Lot 1, Block 1, Imperial Heights Addition, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the “Establishment”) for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 1,100 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 11:30 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

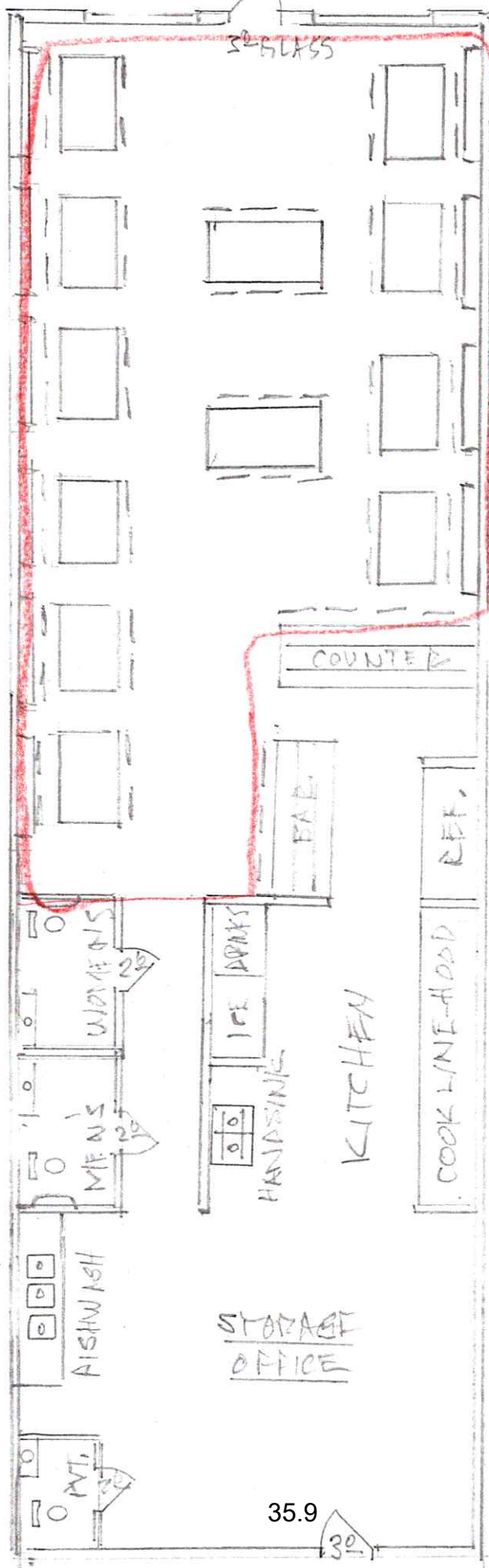
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

FRONT ENTRY



- FLOOR PLAN
- TOKYO 1
- SCALE $\frac{1}{8}'' = 1'$
- 24' x 84'
- 50 SEATS.

NOTES:

- HVAC - ROOF MNT.
- 9' DROPPED
ACCOUSTICAL CEILING
- ATTCH. SITE PLAN

~~Service~~
1100 S 9TH
10-11-24

PACKET

December 17, 2024
EXHIBIT "A"



Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

Project Number: SUD-24-0188
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Brian Choi (fio Lim)</u>		Phone (804) 710-2733 Email: <u>tokyo1midland@gmail.com</u>	
Address <u>3211 W. Wadley Ave Ste 3A</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79705</u>
Property Owner Printed Name: <u>Imperial Shopping Center I, LTD</u>		Phone (432) 697-6401 Email: <u>Cassidy@imperialshoppingcenter.com</u>	
Address <u>3211 W. Wadley Ave</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79705</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: <u>3211 W. Wadley Ave Ste. 3A Midland, TX 79705</u>			
Business Name: <u>Tokyo I</u>			
Legal Description Lot: <u>A0.20</u> Block: <u>1</u> Subdivision: <u>Imperial Heights</u>			
Current Zoning: _____			
Reason for Request: _____			

Type of Business (restaurant, bar, lounge, nightclub, etc.): <u>restaurant</u>			
Proposed/Current Days and Hours of Operation: <u>11:30 AM to 9 PM</u> <u>Monday to Saturday</u>			
Proposed Days and Hours of Alcohol Service: <u>As above</u>			
Total Square Footage of Business: <u>2,100</u>			
Square Footage of Alcohol Serviceable Area: <u>2,000</u> <u>1100 SF</u>			
Restroom Fixtures:	Men	Toilets/Urinals:	Bathroom Sinks:
	Women	Toilets:	Bathroom Sinks:
		<u>1</u>	<u>1</u>
		<u>1</u>	<u>1</u>

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

Date: Sep. 14, 2023

Applicant (printed):

Brian Choi (HOLM)

Property Owner (signature):

Cassidy Remley

Date: 9-14-23

Property Owner (printed):

Cassidy Remley

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Brian Choi who, being by me duly sworn, upon oath says: That (s)he is authorized by Cassidy Remley, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Cassidy Remley

Subscribed and sworn to before me, this 14 day of Sept., 2023 to certify which witness my hand and seal of office.



Notary Public

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Floor Plan

☒ Application Fee

☒ Site Plan

Check #

1950

☒ Plans in Digital Format (PDF/JPEG)

Received By:

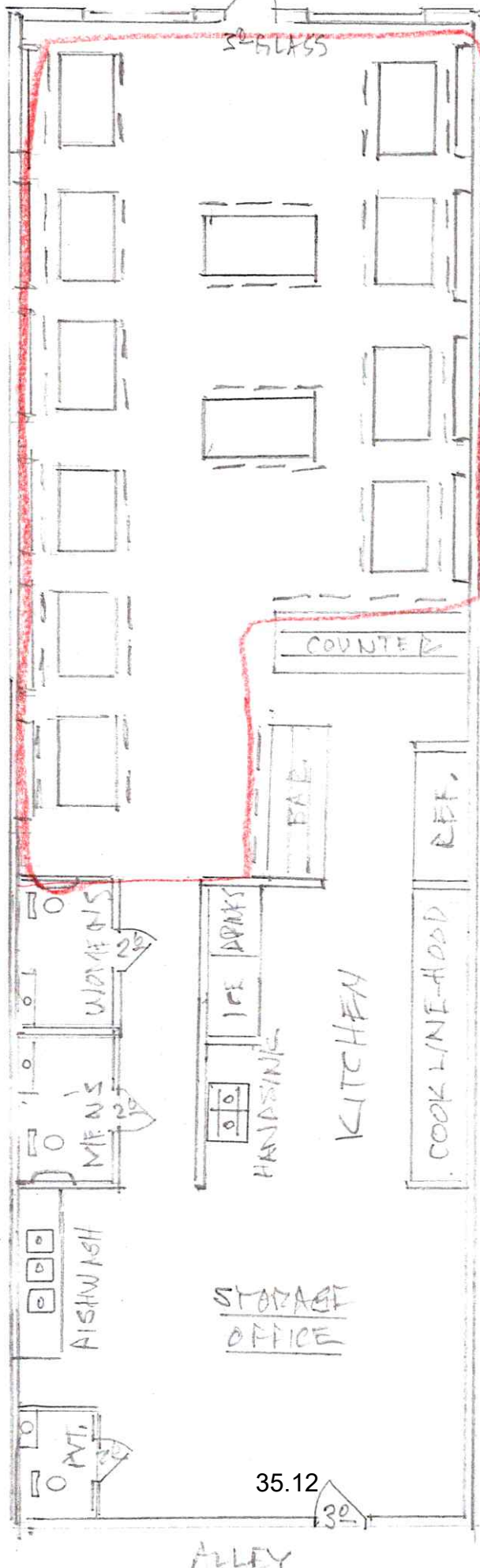
[Signature]

Date:

9/25/24

****Application will not be considered for scheduling until reviewed by a planner.****

FRONT ENTRY



- FLOOR PLAN
- TOKYO 1
- SCALE $\frac{1}{8}'' = 1'$
- 24' x 84'
- 50 SEATS.

NOTES:

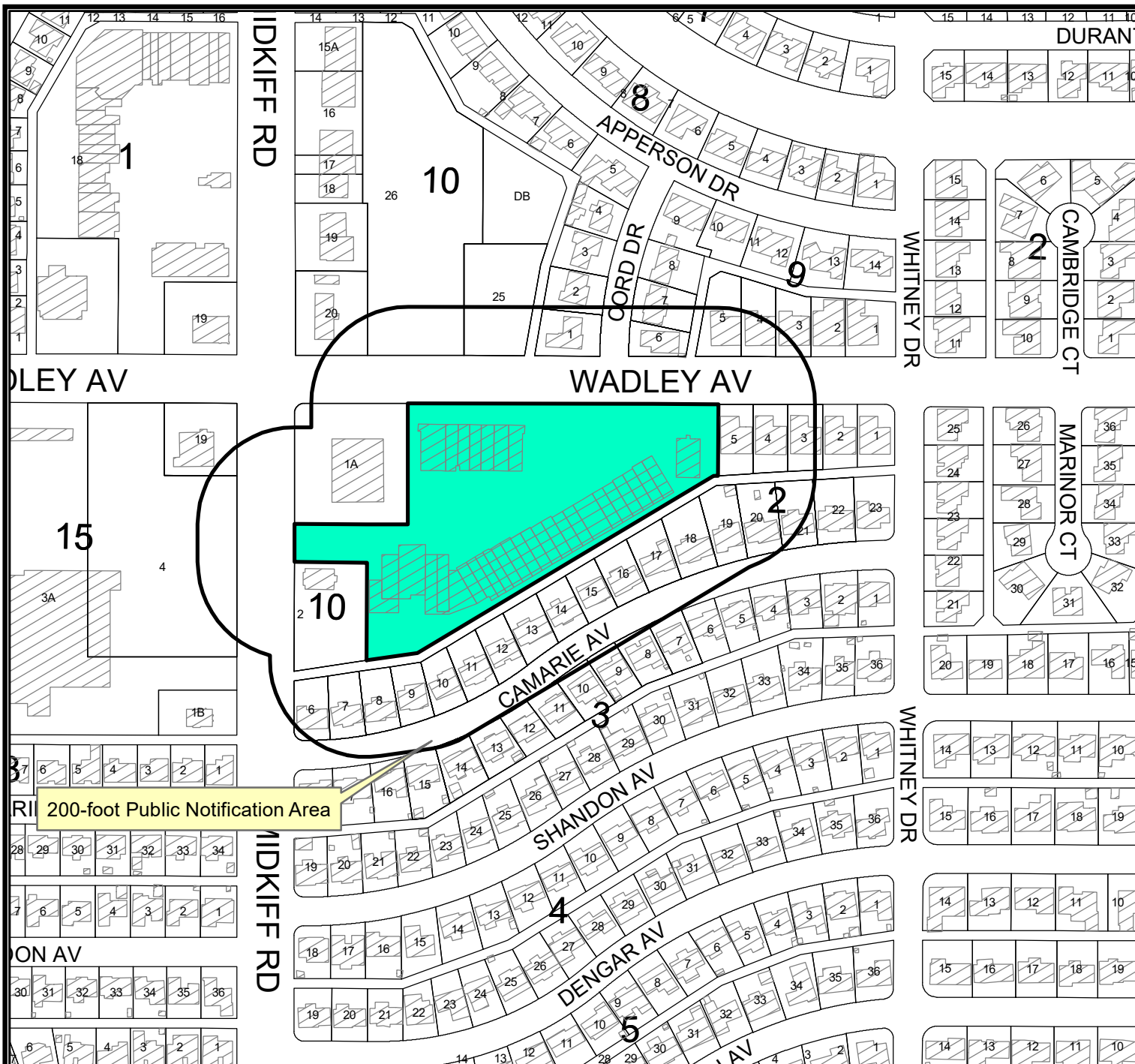
- HVAC - ROOF MNT.
- 9' DROPPED
ACOUSTICAL CEILING
- ATTCH. SITE PLAN

~~Service~~
1100 S 9TH
10-11-24

PACKET

35.12

December 17, 2024



Location Map

SUD-24-0188

Scale: 1" = 600'

Consider a request by Brian Choi Lim, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on Lot 1, Block 1, Imperial Heights, Suite 3A City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of W. Wadley and N. Midkiff.

(Council District 3)

35.13

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

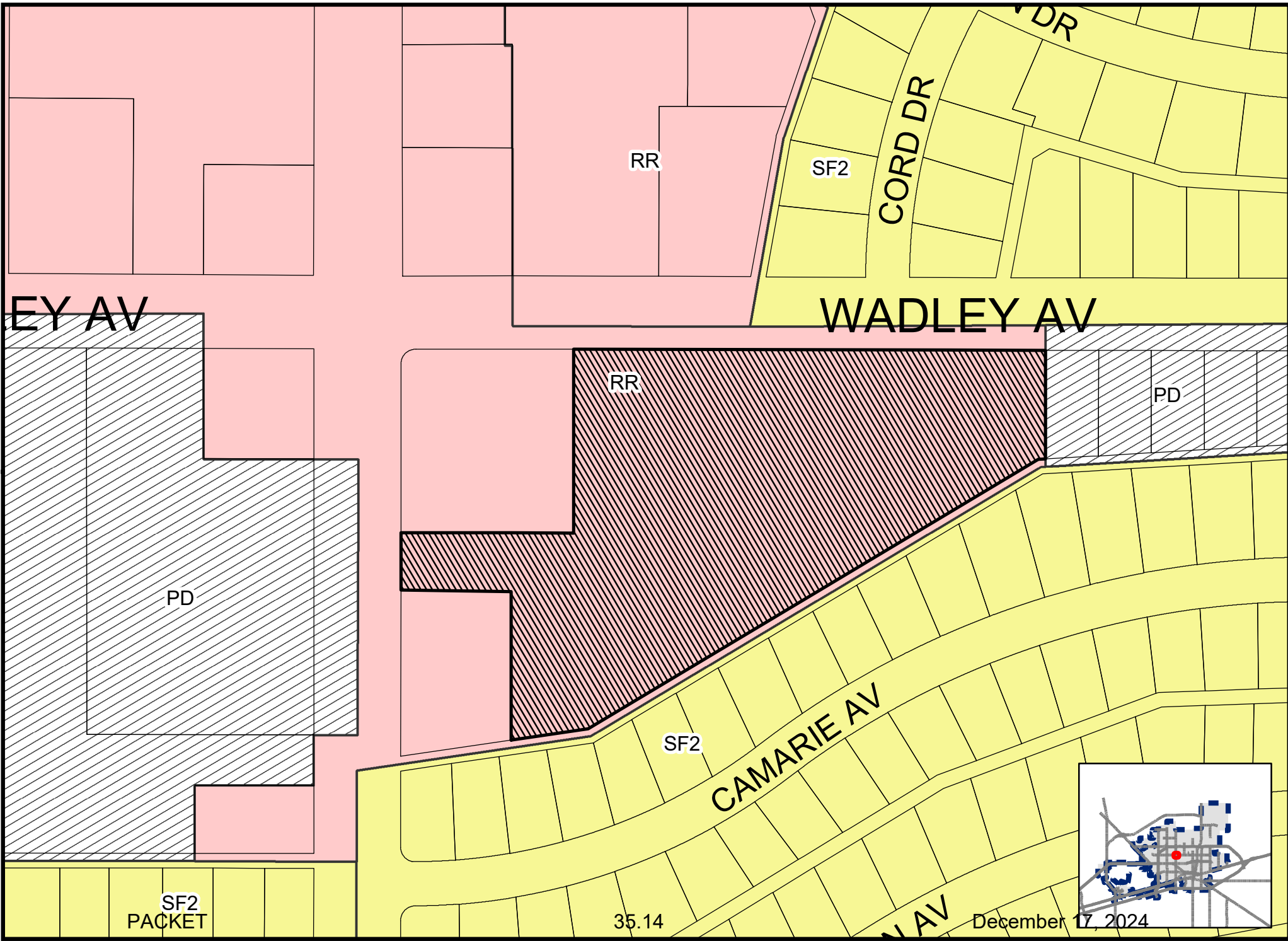


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND IS NOT RESPONSIBLE FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

December 17, 2024



December 17, 2024





AV

WADLEY AV

5

1

1A

10

2

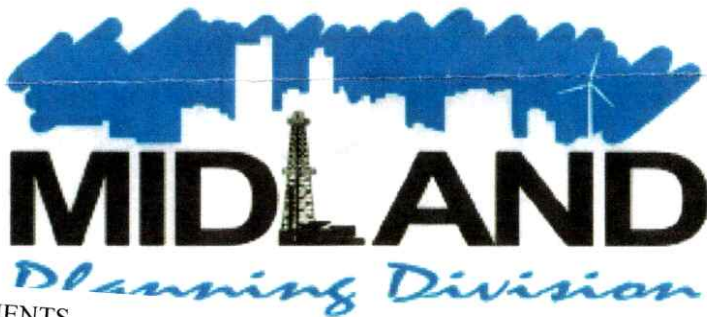
CAMARIE AV

3

PACKET

December 17, 2024





BLACKWOOD INVESTMENTS
PROPERTIES LLC
PO BOX 62027
TX MIDLAND 79711

RECEIVED
OCT 30 2024

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **November 12, 2024** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701, on a request by **Brian Choi**, for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: A 2,100 sq ft portion of Lot 1, Block 1, Imperial Heights, City and County of Midland, Texas.

LOCATION: Generally located 330 feet southeast of the intersection of North Midkiff Road and West Wadley Avenue. (Council District 3)

CURRENT ZONING: RR, Regional Retail District

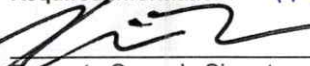
SPECIFIC USE: For the sale of all Alcoholic Beverages for On-Premises Consumption, in a Restaurant

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ☒ Comments:

This would be in violation of our employee housing contracts. It would give our employees easy access to consumption of Alcohol & put @ risk their driving privileges.

Required Information:


Property Owner's Signature

Kevin Blackwood
Printed Name

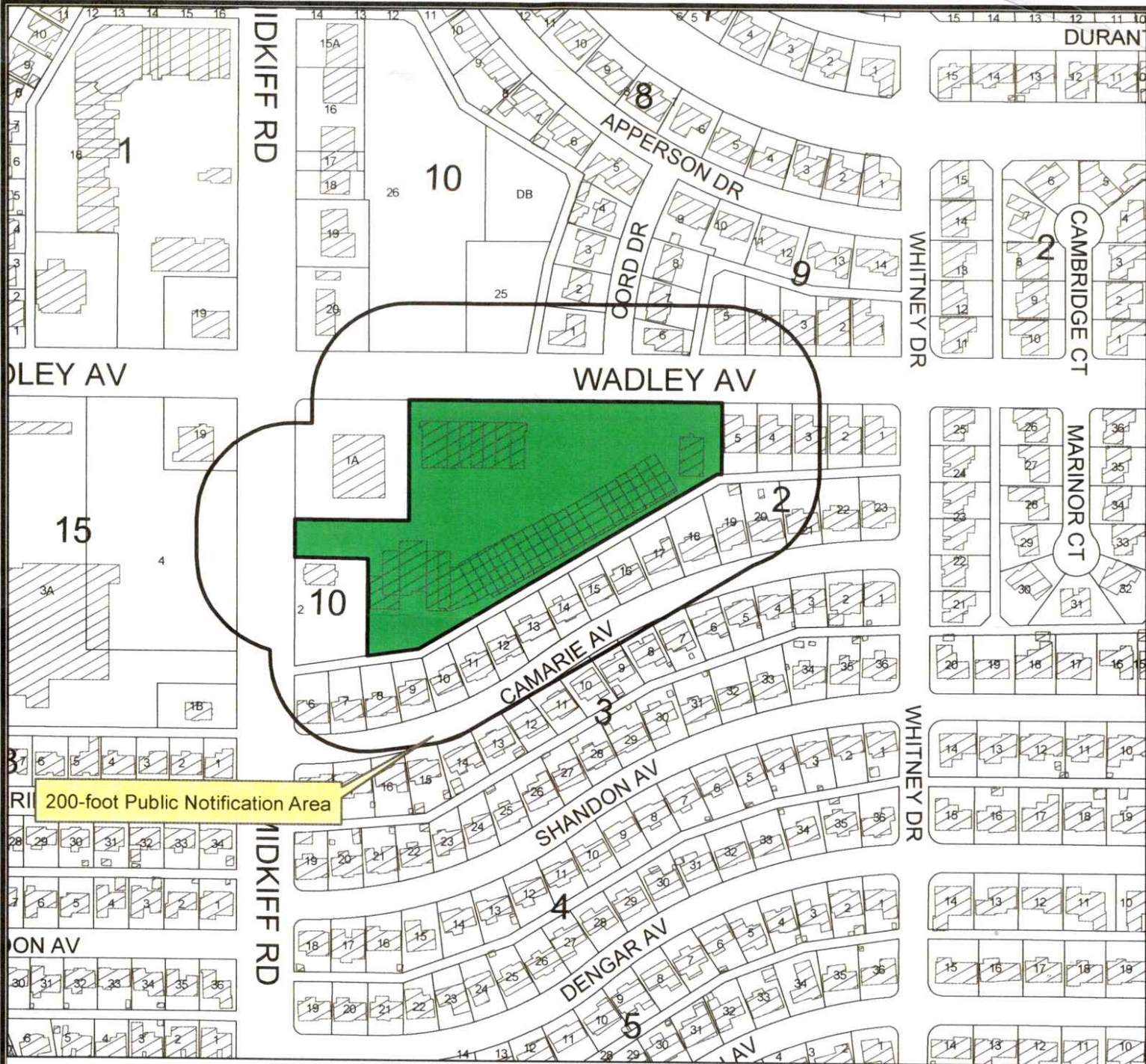
3209 W. Wadley Ave. Midland
Property Address (No P. O. Boxes) Texas 79705

If any further information is desired, please contact the Planning Division at (432) 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al: (432) 685-7400.

Notices Mailed: 44
Date Mailed: 10/25/2024
Case Number: SUD-24-0187
Case Name: Tokyo 1
AMM : Planner's Initials


Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



Location Map

SUD-24-0188

Scale: 1" = 600'

Consider a request by Brian Choi, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on a 2,100 square foot of Lot 1, Block 1, Imperial Heights, City and County of Midland, Texas.

Generally located 330 feet southeast of the intersection of North Midkiff Road and West Wadley Avenue. (Council District 3)

PACKET

35.18

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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December 17, 2024



Tokyo 1

Specific Use Designation



Visit Our Website

MIDLANDTEXAS.GOV

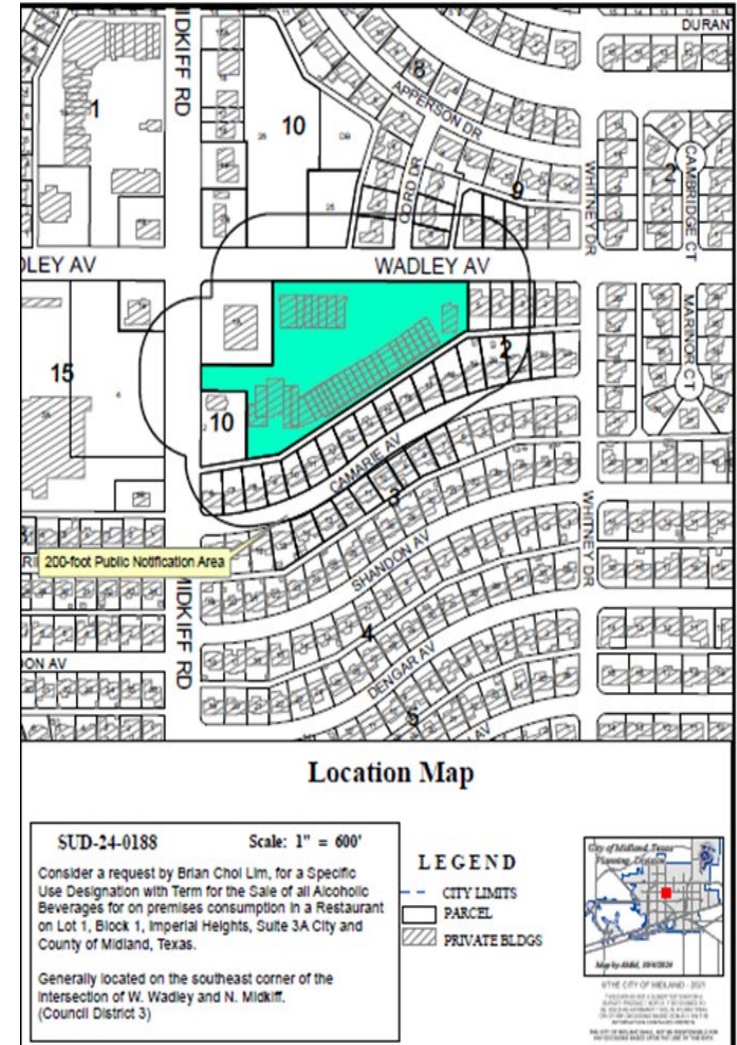
PACKET

35.19

December 17, 2024

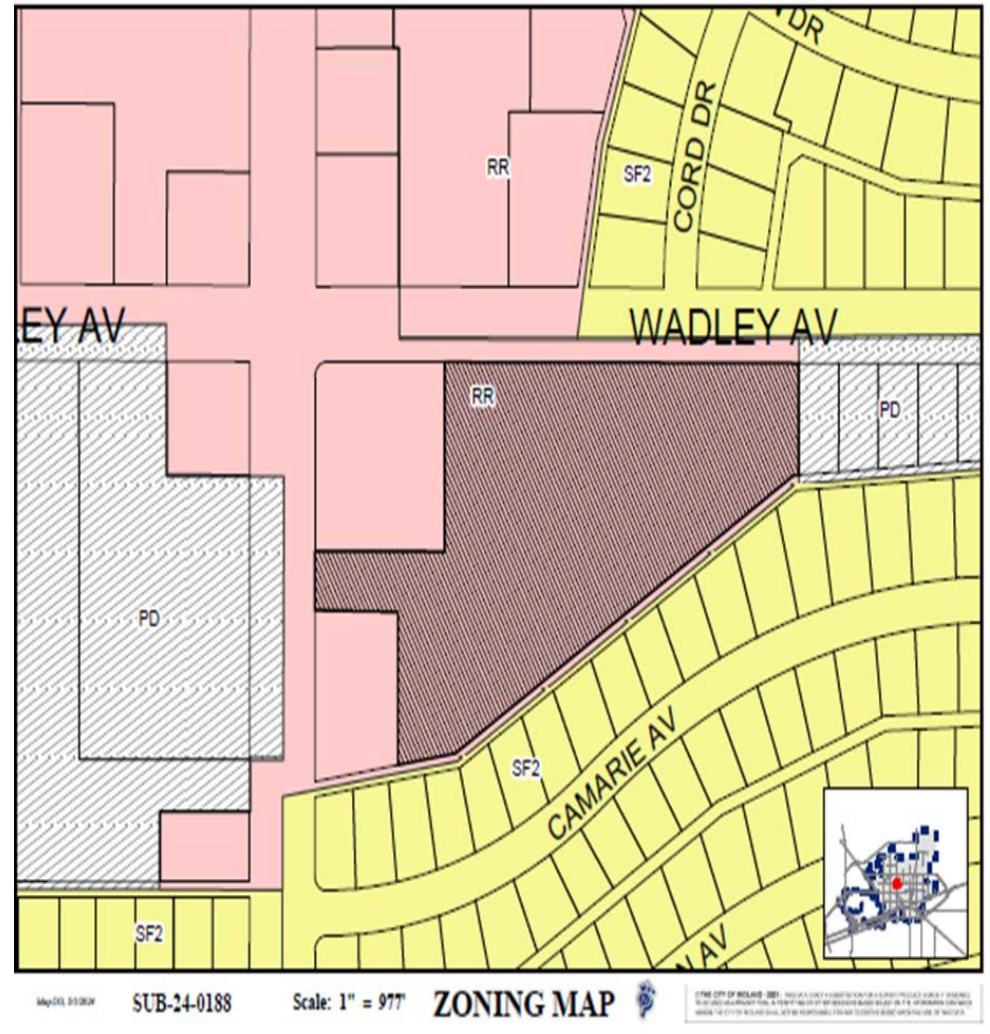
APPLICATION SUMMARY

- **Property Owner:** imperial Shopping Center
- **Representative:** Brian Choi
- **Reason for SUD:** Serve Alcohol on premises
- **Application Type:** Specific Use Designation
- **Address:** 3211 W. Wadley Ave.
(District 3)



ZONING

- **Current Zoning:** RR, Regional Retail
- **Surrounding Zoning:**
 - North: RR, Regional Retail
 - South: SF2, Single Family Dwelling
 - East: PD, Planned District for housing development
 - West: PD, Planned District for shopping center



Site Photo



On Wadley, Looking South

Ariel Photo



STAFF'S RECOMMENDATION

- One objection received.
- Staff recommends APPROVAL of this SUD from subject to the below conditions.
- Conditions:
 - A. That the serviceable area of the Establishment shall be limited to approximately 1,100 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.

STAFF'S RECOMMENDATION

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 11:30 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 all requirements of the Fire Department and Code Administration.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

MISSION

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



City Council Meeting

Item Number: 36
Meeting Date: November 12, 2024
To: City Council / City Manager
From: Elizabeth Triggs, Planning & Development Officer
Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF MIDLAND, TEXAS (DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

Purpose:

The purpose of this ordinance is to establish Tax Increment Reinvestment Zone (TIRZ) No. 3 within the City of Midland and its extraterritorial jurisdiction (ETJ), as authorized by Chapter 311 of the Texas Tax Code. The ordinance aims to promote economic development by leveraging tax increment financing to support infrastructure improvements and other projects along a portion of the State Highway 191 corridor, west of West State Highway 158.

Recommended City Council Action:

Approve

Fiscal Impact:

If approved, a portion of the incremental increase in real property tax revenue resulting from future growth within the zone will be dedicated to the TIRZ No. 3 Tax Increment Fund. The fund will be used to assist in financing projects aimed at expanding economic activity and property values within the zone, including but not limited to public infrastructure projects. The City is the only taxing entity contemplated to participate in the zone at this time and the share of its real property tax increment to be dedicated to the fund will be determined upon Council's adoption of the project plan and finance plan.

Discussion:

Establishing TIRZ No. 3 will bring significant benefits to Midland's residents by enabling strategic infrastructure investments that support economic growth along the Highway 191 corridor. The zone aims to attract private investment, enhance property values, and fund essential infrastructure, creating a vibrant, accessible regional commercial center for Midland residents, businesses, and visitors.

Including approximately 1,799 acres within the City and its extraterritorial jurisdiction (ETJ), TIRZ No. 3 is proposed to operate for a 30-year term, ending on December 31, 2054, under the oversight of the City Council as its Board of Directors. Currently, the City is the only local taxing entity anticipated to participate in the zone. While the City's final participation rate will be set by subsequent ordinance upon adoption of the zone's final project and finance plans, the preliminary plan proposes a 50% contribution of the City's incremental real property tax revenue from properties within the zone. Assuming this participation rate, the preliminary plan, attached as an exhibit to the ordinance, projects that new development and natural growth within the zone will generate approximately \$98 million in additional tax revenue for the City over its 30-year term, including real and personal property taxes, sales and use tax, and hotel occupancy tax. Of this total, approximately 10 percent (or \$9.8 million) will be reinvested in the zone, while the remaining 90 percent will contribute to the City's general fund.

The Highway 191 corridor serves as a vital link between Midland and Odesa and presents major growth opportunities for the region, both from a fiscal and quality of life perspective. The recent announcement of a 175,000-square-foot Costco underscores the corridor's emerging role as a regional hub for retail and amenities. Costco's arrival complements ongoing residential developments and planned projects in retail and recreational amenities, including a future zoo and commercial development nearby. Additionally, the Midland Development Corporation (MDC) holds key parcels along the corridor, presenting further opportunities for strategic commercial expansion. Planned infrastructure projects, such as the construction of Sinclair Avenue and the future CR-1250, will facilitate increased traffic flow, while the TIRZ provides a funding mechanism to support ongoing infrastructure improvements. These enhancements, including improved pedestrian access, lay the groundwork for additional mixed-use, pedestrian-friendly developments within and beyond the corridor.

New tax revenue generated within the TIRZ and dedicated to the zone's Tax Increment Fund may assist in funding various public improvements such as utility extensions, parking and transit facilities, street and intersection projects, pedestrian amenities, parks and trails, recreational facilities, and economic development grants. Leveraging tax increment financing within TIRZ No. 3 will enable Midland to manage and support growth in this key area, improve access to essential amenities, and provide long-term economic benefits that strengthen the city's economy and enhance quality of life for its residents.

If approved, the City Council will, through a separate ordinance at a future meeting, adopt the final project and finance plan for the TIRZ and set the City's participation rate.

For E. Out

City Manager's Office

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS
TAX CODE, CREATING TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER THREE, CITY OF MIDLAND,
TEXAS**

WHEREAS, the City of Midland, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the “ETJ”) of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City and the City’s ETJ, which is more specifically described in ***Exhibits “A”*** and ***“B”*** of this Ordinance (the “Zone”), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Three, City of Midland*, attached as ***Exhibit “C”*** (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 1, 2024, which date is before the seventh (7th) day before the public hearing held on November 12, 2024; and

WHEREAS, at the public hearing on November 12, 2024, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 12, 2024, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 12, 2024; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A" and "B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as defined in *Exhibits "A" and "B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
 1. It is a geographic area located within the City limits of the City and within the City's ETJ; and
 2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION THREE. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in *Exhibits "A" and "B"* hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Three, City of Midland, Texas (hereinafter referred to as the "Zone").

SECTION FOUR. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members comprised of six (6) City Council members and the Mayor. The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the Tax Increment Fund may appoint one member of the Board. The number of directors on the Board shall be increased by one for each taxing unit that appoints a director to the Board, provided that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION FIVE. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur on the earlier of the following: (i) December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055); (ii) a termination date designated by a subsequent ordinance; and (iii) the date on which, subsequent to the issuance of tax increment bonds, if any, all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION SIX. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2024, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of: (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code; and (ii) a percentage of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, which shall be determined by the City Council in the ordinance finally approving the Zone's project plan and finance plan, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION SEVEN. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final

project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION EIGHT. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

The proposed boundaries of the Zone, being land all within the City and the City's ETJ, are described as follows:

Beginning at the northwest corner of Property ID R000007487, thence

East then south along the boundary of Property ID R000007487 to the point it meets the northern boundary of Property ID R000007487, thence

East along the northern boundary of Property ID R000007487 to the point it meets the northwest corner of Property ID R000007490, thence

East along the northern boundary of Property ID R000007490 to the point it meets Property ID R000007491, thence

North along the western boundary of Property ID R000007491, continuing south along the boundary of Property ID R000007491 to the point it meets the western right of way boundary of W State Highway 158, thence

South along the western right of way boundary of W State Highway 158 to the point it becomes Avalon Drive, thence

Continuing south along the western right of way boundary of Avalon Drive to the point it meets the southeast corner of Property ID R000007500, thence

West along the southern boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000220945, thence

West along the southern boundary of Property ID R000220945 to the point it meets the eastern right of way boundary of Deauville Blvd, thence

West across Deauville Blvd to the point the western right of way boundary meets the eastern boundary of Property ID R000007500, thence

West along the southern boundary of Property ID R000007500, continuing west along the boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000007501, thence

West along the southern boundary of Property ID R000007501, continuing north along the western boundary of Property ID R000007501 to the point it meets the southeast corner of Property ID R000007502, thence

West along the southern boundary of Property ID R000007502, continuing north along the western boundary of Property ID R000007502, continuing east along the northern boundary of Property ID R000007502 along the point it meets the southern right of way boundary of TX 191, thence

North across TX 191 to the southwest corner of Property ID R000007487, thence

North along the western boundary of Property ID R000007487 to the northwest corner of Property ID R000007487, which is the point of beginning.

BOUNDARY MAP

 - TIRZ Boundary

EXHIBIT C

PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Tax Increment Reinvestment Zone #3

City of Midland, Texas

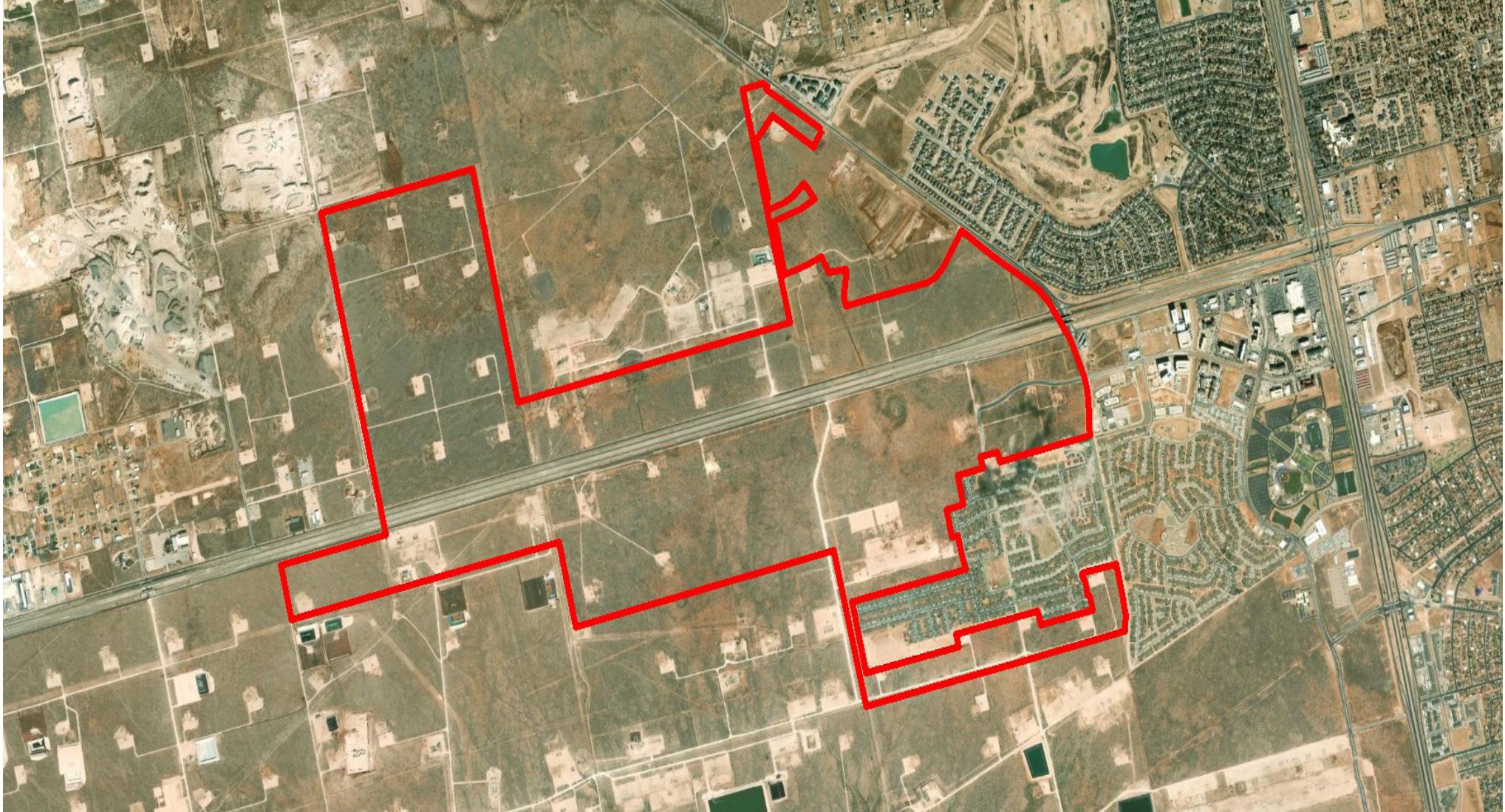


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■ Proposed Development 4

■ Project Costs 5

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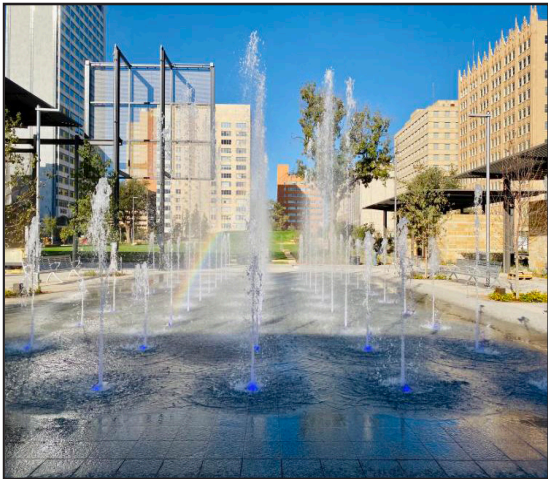
■ Terms and Conditions15

■ Appendix A16

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool includes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

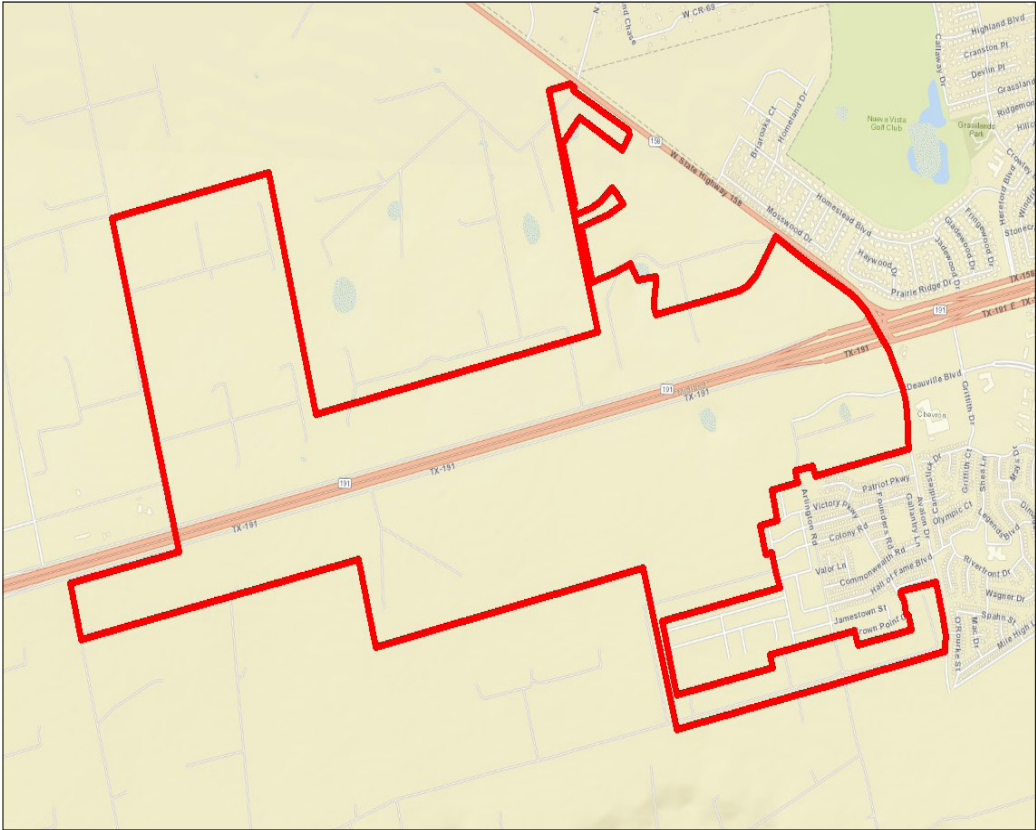
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #3, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 12, 2024, the City Council of the City of Midland, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits and the City’s extraterritorial jurisdiction (ETJ) as Reinvestment Zone Number Three, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #3 (TIRZ #3) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of \$9,800,760 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ Boundary

Boundary Description

TIRZ #3 consists of approximately 1,799 acres located within the city limits of the City of Midland and within the City’s extraterritorial jurisdiction. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

Beginning at the northwest corner of Property ID R000007487, thence

East then south along the boundary of Property ID R000007487 to the point it meets the northern boundary of Property ID R000007487, thence

East along the northern boundary of Property ID R000007487 to the point it meets the northwest corner of Property ID R000007490, thence

East along the northern boundary of Property ID R000007490 to the point it meets Property ID R000007491, thence

North along the western boundary of Property ID R000007491, continuing south along the boundary of Property ID R000007491 to the point it meets the western right of way boundary of W State Highway 158, thence

South along the western right of way boundary of W State Highway 158 to the point it becomes Avalon Drive, thence

Continuing south along the western right of way boundary of Avalon Drive to the point it meets the southeast corner of Property ID R000007500, thence

West along the southern boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000220945, thence

West along the southern boundary of Property ID R000220945 to the point it meets the eastern right of way boundary of Deauville Blvd, thence

West across Deauville Blvd to the point the western right of way boundary meets the eastern boundary of Property ID R000007500, thence

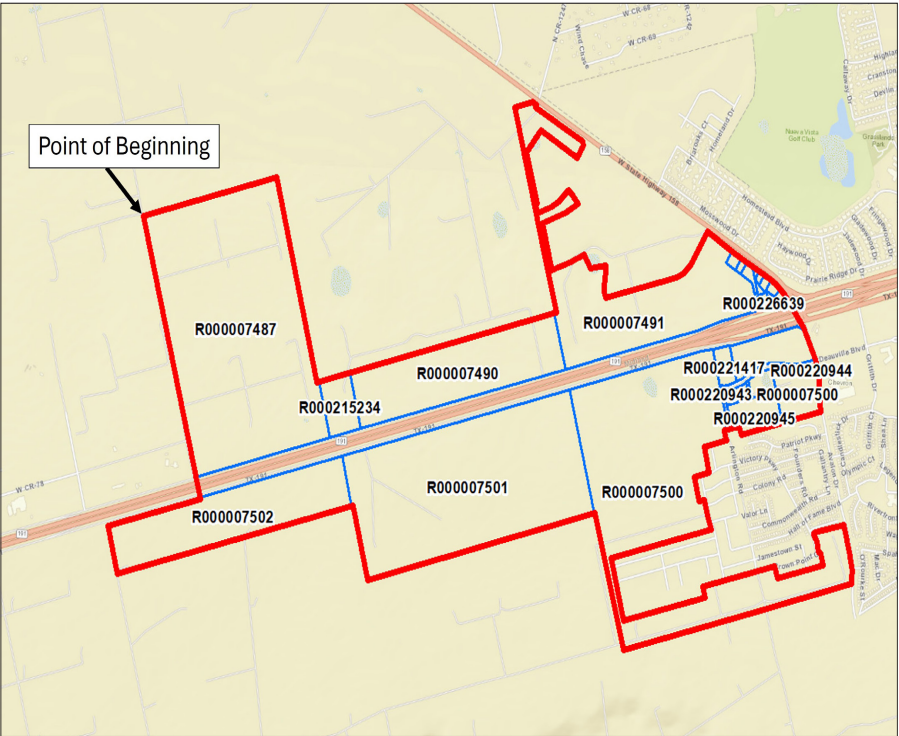
West along the southern boundary of Property ID R000007500, continuing west along the boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000007501, thence

West along the southern boundary of Property ID R000007501, continuing north along the western boundary of Property ID R000007501 to the point it meets the southeast corner of Property ID R000007502, thence

West along the southern boundary of Property ID R000007502, continuing north along the western boundary of Property ID R000007502, continuing east along the northern boundary of Property ID R000007502 along the point it meets the southern right of way boundary of TX 191, thence

North across TX 191 to the southwest corner of Property ID R000007487, thence

North along the western boundary of Property ID R000007487 to the northwest corner of Property ID R000007487, which is the point of beginning.



Current Conditions

Land Use

The land within the zone is primarily vacant land that is well positioned for development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

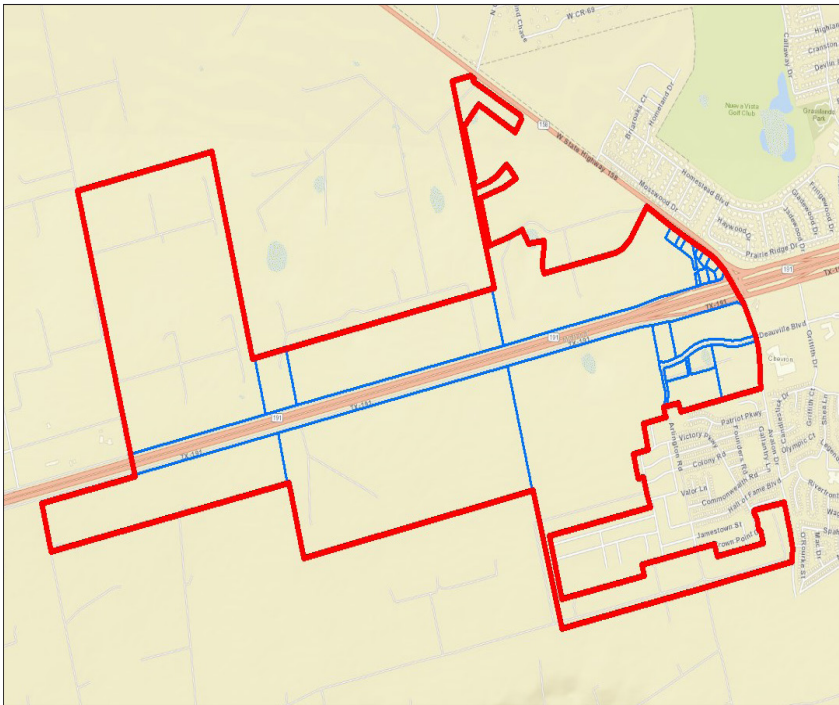
Current Ownership

There are currently 23 parcels within Tax Increment Reinvestment Zone #3. The 2024 estimated taxable base value of the property within the TIRZ is \$0. The 2024 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

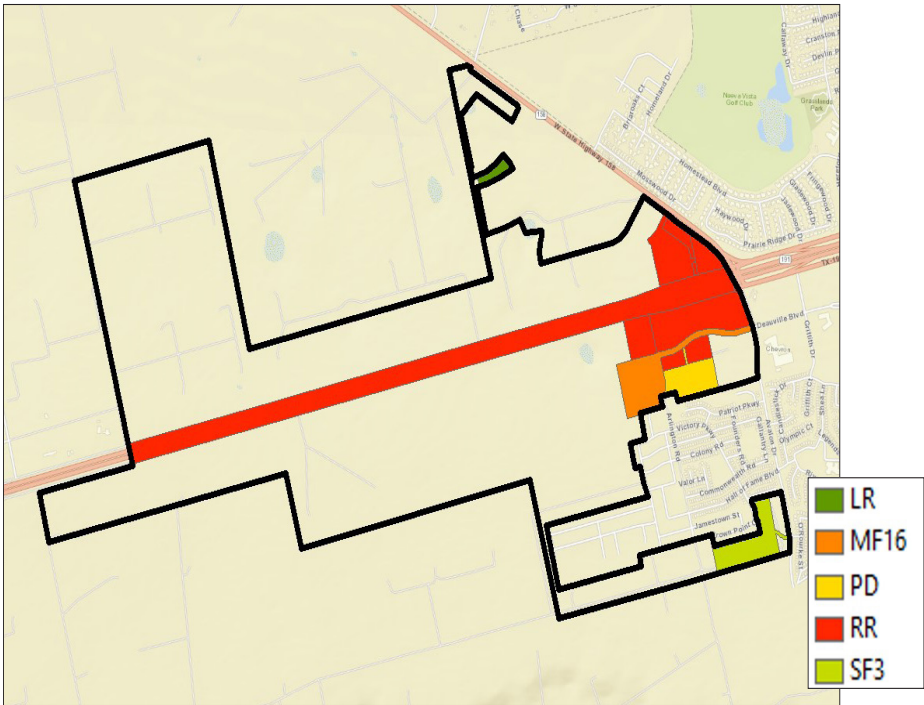
Zoning

The land within the zone is primarily in the City's ETJ, and is unzoned. The zoned property is primarily zoned retail (LR - Local Retail District in dark green and RR - Regional Retail District in red) and residential (SF3 - Single-Family Dwelling District in light green and MF16 - Multiple-Family Dwelling District in orange).

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



PACKET



36.17

December 17, 2024

Anticipated Development

The land within the zone is well positioned for future development, including a variety of retail uses and hotel development. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #3				
Retail - QSR	2024	2,800	\$ 500	\$ 1,400,000
Retail - QSR	2024	4,300	\$ 500	\$ 2,150,000
Costco	2025	174,000	\$ 75	\$ 13,050,000
Retail	2025	5,200	\$ 350	\$ 1,820,000
Retail - QSR	2025	24,000	\$ 500	\$ 12,000,000
Auto Dealership	2025	165,000	\$ 150	\$ 24,750,000
Auto Dealership	2026	35,000	\$ 150	\$ 5,250,000
Entertainment	2026	65,000	\$ 38	\$ 2,437,500
Retail - QSR	2026	20,000	\$ 500	\$ 10,000,000
Hotel	2028	75	\$ 85,000	\$ 6,375,000
Retail - Big Box	2028	100,000	\$ 150	\$ 15,000,000
Retail - QSR	2028	18,000	\$ 500	\$ 9,000,000
Hotel	2030	75	\$ 85,000	\$ 6,375,000
Total				\$ 109,607,500

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #3		
Public Utilities	\$ 1,960,152	20.0%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking and Transit Improvements	\$ 980,076	10.0%
Street and Intersection Improvements	\$ 1,960,152	20.0%
Pedestrian Enhancements	\$ 1,372,106	14.0%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 980,076	10.0%
Economic Development Grants	\$ 2,450,190	25.0%
Administrative Costs	\$ 98,008	1.0%
Total	\$ 9,800,760	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$9,800,760 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalytic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 50% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #3	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	50%	0.1753310
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		0.1753310

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		0.0000000

	Sales Tax		Participation	
	City of Midland	0.01000000	0%	0.0000000
	MEDC	0.00250000	0%	0.0000000
	Midland County Hospital District	0.00250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.02000000		0.0000000

Financial Feasibility Analysis - Development Input

INPUT

INFLATION RATE	3.50%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35996200	50%	0.1753310
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.1753310

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35996200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.01000000	0.00%	0.00000000
MEDC	0.00250000	0.00%	0.00000000
Midland County Hospital District	0.00250000	0.00%	0.00000000
Midland County	0.00500000	0.00%	0.00000000
	0.02000000		

	Year	AREA SF/UNITS	REAL PROPERTY		PERSONAL PROPERTY		SALES	
			TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	
Retail - QSR	2024	2,800	\$ 500.00	\$ 1,400.000	\$ 15.00	\$ 42,000	\$ 500.00	\$ 1,400,000
Retail - QSR	2024	4,300	\$ 500.00	\$ 2,150.000	\$ 15.00	\$ 64,500	\$ 500.00	\$ 2,150,000
Costco	2025	174,000	\$ 75.00	\$ 13,050,000	\$ 115.00	\$ 20,010,000	\$ 750.00	\$ 130,500,000
Retail	2025	5,200	\$ 175.00	\$ 910,000	\$ 90.00	\$ 468,000	\$ 250.00	\$ 1,300,000
Retail - QSR	2025	24,000	\$ 500.00	\$ 12,000,000	\$ 15.00	\$ 360,000	\$ 500.00	\$ 12,000,000
Auto Dealership	2025	165,000	\$ 150.00	\$ 24,750,000	\$ 90.00	\$ 14,850,000	\$ 100.00	\$ 16,500,000
Auto Dealership	2026	35,000	\$ 150.00	\$ 5,250,000	\$ 90.00	\$ 3,150,000	\$ 100.00	\$ 3,500,000
Entertainment	2026	65,000	\$ 37.50	\$ 2,437,500	\$ 15.00	\$ 975,000	\$ 250.00	\$ 16,250,000
Retail - QSR	2026	20,000	\$ 500.00	\$ 10,000,000	\$ 15.00	\$ 300,000	\$ 500.00	\$ 10,000,000
Hotel	2028	75	\$ 85,000.00	\$ 6,375,000	\$ -	\$ -	\$ -	\$ -
Retail - Big Box	2028	100,000	\$ 150.00	\$ 15,000,000	\$ 15.00	\$ 1,500,000	\$ 250.00	\$ 25,000,000
Retail - QSR	2028	18,000	\$ 500.00	\$ 9,000,000	\$ 15.00	\$ 270,000	\$ 500.00	\$ 9,000,000
Hotel	2030	75	\$ 85,000.00	\$ 6,375,000	\$ -	\$ -	\$ -	\$ -
TOTAL		613,450	108,697,500	41,989,500	227,600,000			

OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	23.8%	\$ 78,719,687	= \$ 19,601,520	+ \$ 9,656,420	+ \$ 49,461,746
Midland County	26.7%	\$ 88,296,857	= \$ 7,355,084	+ \$ 3,623,381	+ \$ 77,318,392
Midland Hospital	13.6%	\$ 45,025,803	= \$ 4,265,344	+ \$ 2,101,263	+ \$ 38,659,196
Midland College	2.1%	\$ 6,923,544	= \$ 4,638,467	+ \$ 2,285,077	+ \$ -
Midland ISD	22.1%	\$ 73,173,637	= \$ 49,023,086	+ \$ 24,150,551	+ \$ -
MEDC	11.7%	\$ 38,659,196	= \$ -	+ \$ -	+ \$ 38,659,196
	100.0%	\$ 330,788,724	\$ 84,883,501	\$ 41,816,693	\$ 204,089,530
		100.0%	25.7%	12.6%	61.7%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	100.0%	\$ 9,800,760	= \$ 9,800,760	+ \$ -	+ \$ -
Midland County	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland Hospital	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland College	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland ISD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
MEDC	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	\$ 9,800,760	\$ 9,800,760	\$ -	\$ -
		100.0%	100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	21.5%	\$ 68,918,926	= \$ 9,800,760	+ \$ 9,656,420	+ \$ 49,461,746
Midland County	27.5%	\$ 88,296,857	= \$ 7,355,084	+ \$ 3,623,381	+ \$ 77,318,392
Midland Hospital	14.0%	\$ 45,025,803	= \$ 4,265,344	+ \$ 2,101,263	+ \$ 38,659,196
Midland College	2.2%	\$ 6,923,544	= \$ 4,638,467	+ \$ 2,285,077	+ \$ -
Midland ISD	22.8%	\$ 73,173,637	= \$ 49,023,086	+ \$ 24,150,551	+ \$ -
MEDC	12.0%	\$ 38,659,196	= \$ -	+ \$ -	+ \$ 38,659,196
	100.0%	\$ 320,597,964	\$ 75,082,741	\$ 41,816,693	\$ 204,098,530
		100.0%	23.4%	13.0%	63.6%

Tax Revenue Projections

[illegible]

Tax Revenue Projections

PARTICIPATION		Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		
REAL PROPERTY	Taxable Value	-	3,674,250	59,099,483	80,778,413	83,605,657	122,807,627	126,899,100	139,451,349	144,332,147	149,383,772	154,612,204	160,023,631	165,624,458	171,421,314	177,421,080	183,630,797	190,067,875	196,709,900	203,594,747	210,720,563	218,095,783	225,729,135	233,629,655	241,806,693	250,269,927	259,029,375	268,095,403	277,478,742	287,190,498	297,242,165	307,645,641			
	PI	-	3,657,298	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	GROSS 9,800,700
	City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	-	3,657,298	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	9,800,700
PERSONAL PROPERTY	Taxable Value	-	110,228	38,343,963	44,592,079	46,152,801	63,528,747	65,732,253	68,053,582	70,435,457	72,900,698	75,452,222	78,093,050	80,826,307	83,655,228	86,583,161	89,613,571	92,750,046	95,996,298	99,356,168	102,833,634	106,432,811	110,157,960	114,013,488	118,003,960	122,134,099	126,408,793	130,833,100	135,412,259	140,151,688	145,056,987	150,133,992			
	PI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX	Taxable Value	-	3,674,250	175,520,216	214,647,781	222,160,453	359,593,876	371,972,662	384,991,705	398,466,415	412,412,739	426,847,185	441,786,838	457,248,376	473,253,104	489,816,962	506,960,556	524,704,176	543,068,822	562,076,231	581,748,899	602,110,110	623,183,964	644,995,403	667,570,242	690,935,200	715,117,932	740,147,060	766,052,207	792,864,034	820,614,275	849,335,775			
	PI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY	PI	-	3,657,298	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	GROSS 9,800,700
	City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	MEDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total	-	3,657,298	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	9,800,700
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																																			
SUMMARY	PI	-	25,707,746	-	43,571	595,331	997,598	1,032,514	1,590,984	1,646,669	1,718,523	1,778,671	1,840,924	1,905,357	1,972,044	2,041,086	2,112,503	2,186,441	2,262,866	2,342,170	2,424,146	2,508,991	2,596,806	2,687,694	2,781,763	2,879,125	2,979,894	3,084,191	3,192,137	3,303,862	3,416,497	3,539,180	3,663,051	3,791,258	GROSS 69,916,926
	City of Midland	-	-	-	-	-	-	-	-	-	-	-	-																						

HOT Generated

Revenue Year	0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
Hotel Rooms	0	0	0	0	0	75	75	150	150	150	150	150	150	150	150
Occupancy	0%	0%	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	-	-	27,375	27,375	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750
# of Occupied Rooms	-	-	-	0	0	19,163	19,163	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325
Average Daily Rate	\$ 150.00	\$ 155.25	\$ 160.68	\$ 166.31	\$ 172.13	\$ 178.15	\$ 184.39	\$ 190.84	\$ 197.52	\$ 204.43	\$ 211.59	\$ 219.00	\$ 226.66	\$ 234.59	\$ 242.80
Annual Taxable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,413,856	\$ 3,533,341	\$ 7,314,015	\$ 7,570,006	\$ 7,834,956	\$ 8,109,180	\$ 8,393,001	\$ 8,686,756	\$ 8,990,792	\$ 9,305,470
City Tax Rate	7%	\$ -	\$ -	\$ -	\$ -	\$ 238,970	\$ 247,334	\$ 511,981	\$ 529,900	\$ 548,447	\$ 567,643	\$ 587,510	\$ 608,073	\$ 629,355	\$ 651,383
State Tax Rate	6%	\$ -	\$ -	\$ -	\$ -	\$ 204,831	\$ 212,000	\$ 438,841	\$ 454,200	\$ 470,097	\$ 486,551	\$ 503,580	\$ 521,205	\$ 539,448	\$ 558,328
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443,801	\$ 459,334	\$ 950,822	\$ 984,101	\$ 1,018,544	\$ 1,054,193	\$ 1,091,090	\$ 1,129,278	\$ 1,168,803	\$ 1,209,711

15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054
150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%
54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325	54,750 38,325
\$ 251.30	\$ 260.10	\$ 269.20	\$ 278.62	\$ 288.38	\$ 298.47	\$ 308.91	\$ 319.73	\$ 330.92	\$ 342.50	\$ 354.49	\$ 366.89	\$ 379.74	\$ 393.03	\$ 406.78	\$ 421.02
\$ 9,631,162	\$ 9,968,252	\$ 10,317,141	\$ 10,678,241	\$ 11,051,979	\$ 11,438,799	\$ 11,839,157	\$ 12,253,527	\$ 12,682,401	\$ 13,126,285	\$ 13,585,705	\$ 14,061,204	\$ 14,553,346	\$ 15,062,714	\$ 15,589,909	\$ 16,135,555
\$ 674,181	\$ 697,778	\$ 722,200	\$ 747,477	\$ 773,639	\$ 800,716	\$ 828,741	\$ 857,747	\$ 887,768	\$ 918,840	\$ 950,999	\$ 984,284	\$ 1,018,734	\$ 1,054,390	\$ 1,091,294	\$ 1,129,489
\$ 577,870	\$ 598,095	\$ 619,028	\$ 640,694	\$ 663,119	\$ 686,328	\$ 710,349	\$ 735,212	\$ 760,944	\$ 787,577	\$ 815,142	\$ 843,672	\$ 873,201	\$ 903,763	\$ 935,395	\$ 968,133
\$ 1,252,051	\$ 1,295,873	\$ 1,341,228	\$ 1,388,171	\$ 1,436,757	\$ 1,487,044	\$ 1,539,090	\$ 1,592,959	\$ 1,648,712	\$ 1,706,417	\$ 1,766,142	\$ 1,827,957	\$ 1,891,935	\$ 1,958,153	\$ 2,026,688	\$ 2,097,622
															\$19,258,872
															\$16,507,605
															\$35,766,477

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH	3.50%
DISCOUNT RATE	6.00%

[illegible]

Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.00%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX	
City of Midland	0.3590501 100% 0.3590501
Midland County	0.1315790 100% 0.1315790
Midland Hospital	0.0763050 100% 0.0763050
Midland College	0.0629800 100% 0.0629800
Midland ISD	0.8727000 100% 0.8727000
1.5185280	1.5185280

BUSINESS PERSONAL PROPERTY TAX	
City of Midland	0.3590501 100% 0.3590501
Midland County	0.1315790 100% 0.1315790
Midland Hospital	0.0763050 100% 0.0763050
Midland College	0.0629800 100% 0.0629800
Midland ISD	0.8727000 100% 0.8727000
1.5185280	1.5185280

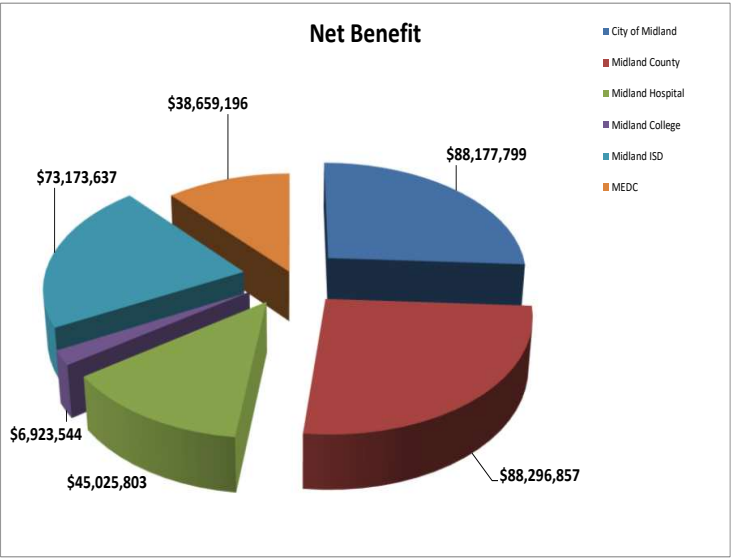
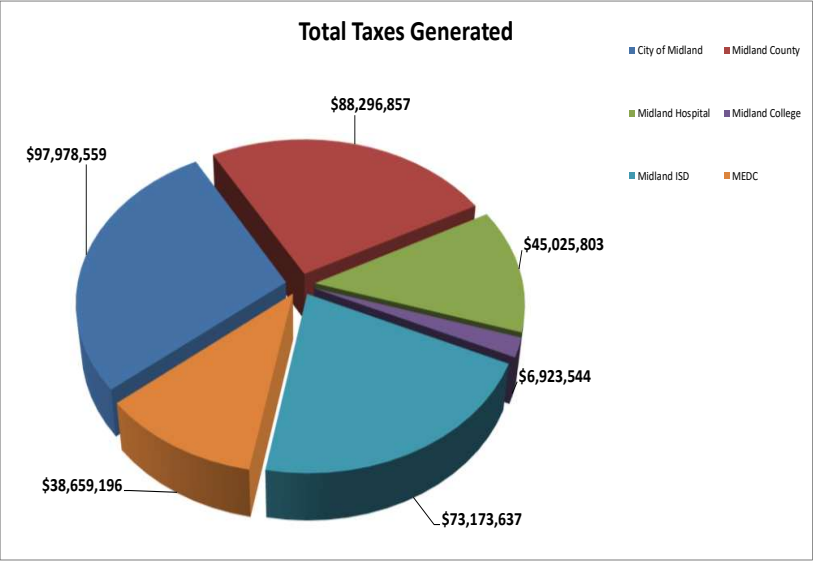
SALES TAX	
City of Midland	0.0100000 100% 0.0100000
Midland County	0.0025000 100% 0.0025000
Midland Hospital District	0.0025000 100% 0.0025000
Midland County	0.0025000 100% 0.0025000
0.0200000	0.0200000

TAX BASE YEAR		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS
REVENUE YEAR	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
BASE YEAR	City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE	City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE INCREMENT	City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A																																
TAXABLE VALUE GROWTH																																
City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
REVENUE 1 - REAL PROPERTY TAX																																
BUSINESS PERSONAL PROPERTY																																
3,674,250	59,094,463	80,778,613	83,055,857	122,607,827	126,898,100	136,451,349	144,332,147	146,383,727	154,612,234	160,023,031	165,624,458	171,421,114	177,421,060	183,530,797	190,057,045	196,700,989	203,094,747	210,750,563	218,095,783	225,728,138	233,629,855	241,806,693	250,280,377	259,029,375	268,065,420	277,478,742	287,196,498	297,347,165	307,644,841			
110,228	38,343,963	44,592,079	46,152,801	63,528,747	65,752,253	88,053,982	70,435,457	72,900,698	75,432,222	78,063,050	80,626,307	83,655,228	86,585,161	89,613,571	92,750,046	95,996,298	99,356,168	102,833,634	106,432,811	110,157,960	114,013,488	118,003,960	122,144,099	126,408,793	130,833,100	135,412,259	140,151,688	145,058,957	150,133,962			
12,271	341,667	439,627	455,014	652,710	675,555	727,641	753,108	779,467	806,749	834,985	864,209	894,457	925,762	958,164	991,700	1,026,409	1,062,334	1,099,515	1,137,998	1,177,828	1,219,052	1,261,719	1,305,879	1,351,585	1,398,891	1,447,852	1,498,527	1,550,957	1,605,259	29,257,941	City of Midland	
4,980	126,215	164,961	170,735	244,917	253,489	282,589	292,480	302,716	313,312	324,277	335,627	347,374	359,542	372,116	385,140	398,620	412,571	427,011	441,957	457,425	473,435	490,005	507,156	524,906	543,278	562,293	581,973	602,342	632,549	Midland County		
2,868	74,354	95,664	99,012	142,032	147,003	168,078	169,814	175,551	181,695	188,054	194,636	201,448	208,499	215,797	223,349	231,167	239,259	247,632	256,299	265,269	274,554	284,163	294,109	304,402	315,056	326,083	337,496	349,309	363,607	Midland Hospital		
3,140	89,659	104,032	107,874	154,456	159,862	178,214	184,452	190,907	197,888	204,505	211,983	219,071	226,738	234,674	242,888	251,389	260,187	269,294	278,719	288,474	298,571	309,021	319,837	331,031	342,617	354,609	367,000	379,866	392,544	Midland College		
33,190	854,579	1,009,499	1,137,982	1,682,418	1,689,552	2,088,283	1,919,818	1,883,512	1,949,435	2,017,885	2,088,283	2,161,373	2,237,021	2,315,317	2,396,353	2,480,225	2,567,033	2,656,880	2,749,870	2,846,116	2,945,730	3,048,830	3,155,539	3,265,983	3,380,293	3,498,603	3,621,054	3,747,791	3,878,964	4,014,727	Midland ISD	
57,488	1,479,704	1,903,784	1,979,416	2,826,532	2,935,461	3,191,016	3,261,302	3,493,588	3,615,664	3,742,419	3,877,404	4,008,973	4,148,287	4,284,612	4,444,820	4,600,385	4,761,426	4,928,051	5,100,533	5,279,052	5,463,916	5,655,052	5,852,979	6,067,833	6,289,887	6,489,302	6,716,426	6,951,503	7,194,705			
REVENUE 2 - SALES TAX																																
SALES																																
3,674,250	175,520,216	214,647,781	222,165,453	359,383,876	371,972,862	384,961,705	398,466,415	412,412,739	426,847,185	441,786,836	457,240,376	473,253,104	489,816,962	506,960,556	524,704,176	543,089,832	562,079,231	581,748,899	602,110,110	623,183,964	644,995,403	667,575,242	690,935,200	715,117,932	740,147,090	769,052,207	792,864,034	820,614,375	849,335,775			
36,743	357,254	699,601	724,987	1,153,343	1,193,807	1,235,363	1,278,622	1,323,373	1,369,801	1,417,631	1,467,248	1,518,811	1,571,752	1,626,764	1,683,700	1,742,630	1,803,622	1,866,749	1,932,085	1,999,708	2,069,698	2,142,137	2,217,112	2,294,711	2,375,026	2,458,152	2,544,187	2,633,234	2,725,397	46,461,746	City of Midland	
9,186	438,801	536,619	555,401	886,485	929,832	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,872	1,405,191	1,454,372	1,505,275	1,557,960	1,612,498	1,669,928	1,729,338	1,787,795	1,850,369	1,915,131	1,982,160	2,051,536	2,123,339	39,699,196	MEDC	
9,186	438,801	536,619	555,401	886,485	929,832	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,872	1,405,191	1,454,372	1,505,275	1,557,960	1,612,498	1,669,928	1,729,338	1,787,795	1,850,369	1,915,131	1,982,160	2,051,536	2,123,339	39,699,196	Midland County Hospital District	
13,371	877,801	1,073,239	1,110,802	1,796,969	1,899,863	1,992,332	2,084,508	2,176,236	2,267,508	2,358,286	2,448,589	2,538,363	2,627,521	2,716,344	2,804,781	2,892,834	2,980,507	3,067,800	3,154,811	3,241,540	3,327,987	3,414,152	3,500,035	3,585,636	3,670,956	3,756,984	3,842,719	3,928,161	4,013,309	4,104,678	77,316,306	Midland County
73,485	2,112,466	2,846,079	2,945,062	4,747,152	4,913,334	5,089,390	5,263,296	5,447,801	5,638,163	5,835,499	6,039,741	6,251,132	6,489,952	6,746,399	7,013,719	7,294,384	7,584,216	7,883,186	8,191,648	8,517,640	8,856,652	9,218,446	9,595,602	9,989,246	10,398,900	10,825,000	11,267,979	11,728,114	12,204,639	284,096,539		
REVENUE 3 - HOTEL OCCUPANCY TAX																																
0	0	0	0	3,413,856	3,533,341	7,314,015	7,670,006	7,834,956	8,109,180	8,363,001	8,668,756	8,990,792	9,305,470	9,631,162	9,965,252	10,317,141	10,678,241	11,051,979	11,438,799	11,830,157	12,233,527	12,645,401	13,126,285	13,585,705	14,061,254	14,553,346	15,062,714	15,599,909	16,135,565	16,697,872	17,280,872	City of Midland
0	0	0	0	238,970	247,334	511,981	529,900	548,447	567,643	587,510	608,073																					

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation (75%)	Net Benefit
City of Midland	\$97,978,559	\$9,800,760	\$88,177,799
Midland County	\$88,296,857	\$0	\$88,296,857
Midland Hospital	\$45,025,803	\$0	\$45,025,803
Midland College	\$6,923,544	\$0	\$6,923,544
Midland ISD	\$73,173,637	\$0	\$73,173,637
MEDC	\$38,659,196	\$0	\$38,659,196
Total	\$350,057,597	\$9,800,760	\$340,256,837

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$97,978,559	\$9,800,760	\$88,177,799
City of Midland - Real Property	\$19,601,520	\$9,800,760	\$9,800,760
City of Midland - Personal Property	\$9,656,420	\$0	\$9,656,420
City of Midland - Sales	\$49,461,746	\$0	\$49,461,746
City of Midland -HOT	\$19,258,872	\$0	\$19,258,872





Length of TIRZ #3 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

Property ID	Address	Acres	Owner Name	Legal
R000007502	HWY 191	125.21	RATTLER MIDSTREAM LLC	SEC: 40, BLK: 40-T1S
R000215234	HWY 191	18.45	RATTLER MIDSTREAM LLC	SEC: 34, BLK: 40-T1S
R000007487	HWY 191	374.73	MIDLAND DEVELOPMENT CORP	E 2/3RDS SEC: 33, BLK: 40-T1S
R000007491	HWY 158	168.95	CUMBERLAND & WESTERN RESOURCES LLC	168.951, 176.521 AC OUT OF S/PT, SEC: 35, BLK: 40-T1S
R000007501	HWY 191	296.73	CUMBERLAND & WESTERN RESOURCES LLC	SEC: 39, BLK: 40-T1S
R000007500	6705 HWY 191	334.69	CUMBERLAND & WESTERN RESOURCES LLC	Acres: 334.686, 354.836 AC OUT OF SEC: 38, BLK: 40-T1S
R000007490	HWY 191	410.51	CUMBERLAND & WESTERN RESOURCES LLC	Acres: 410.510, SEC: 34, BLK: 40-T1S
R000220945	6501 DEAUVILLE BL	16.94	PROFFUTT LIMITED PARTNERSHIP	BLK: 001, LOT: 003. ADDN: AVALON PARK ADDN
R000220943	6601 DEAUVILLE BL	3.20	DB BRENTWAY LLC	BLK: 001, LOT:001, ADDN: AVALON PARK ADDITION
R000220944	6401 DEAUVILLE BL	5.27	PROFFUTT LIMITED PARTNERSHIP	BLK: 001, LOT:002, ADDN: AVALON PARK ADDITION
R000228444	6401 W HWY 158	1.44	CG 191 AND 158 LLC	BLK: 001, LOT: 010, WEST FORK ADDITION SEC 3
R000228417	1601 AVALON DR	24.47	LUSO REAL ESTATE LLC	Acres: 24.470, BLK: 012, LOT: 001, ADDN: WESTRIDGE PARK, SEC 49
R000226639	6410 S H 191	1.34	SOUVENIRS LLC	Acres: 1.340, BLK: 001, LOT: 003, WEST FORK ADDITION
R000221417	HWY 191	6.32	LUSO REAL ESTATE LLC	Acres: 6.320, 6.320 AC OUT OF SEC: 38, BLK: 40-T1S
R000228443	6407 W HWY 158	1.44	CG 191 AND 158 LLC	Acres: 1.437, BLK: 001, LOT: 009, WEST FORK ADDITION SEC 3
R000228438	6414 SH 191	0.45	MIDLAND 158 LLC	Acres: 0.450, BLK: 001, LOT: 004 , WEST FORK ADDITION SEC 2
R000228440	6417 W HWY 158	1.02	MIDLAND 158 LLC	Acres: 1.023, BLK: 001, LOT: 006 , WEST FORK ADDITION SEC 2
R000228439	6413 W HWY 158	2.21	MIDLAND 158 LLC	Acres: 2.210, BLK: 001, LOT: 005 , WEST FORK ADDITION SEC 2
R000228441	6421 W HWY 158	1.72	MIDLAND 158 LLC	Acres: 1.718, BLK: 001, LOT: 007 , WEST FORK ADDITION SEC 2
R000228447	6412 SH 191	0.87	CG 191 AND 158 LLC	Acres: 0.869, BLK: 001, LOT: CA "A" , WEST FORK ADDITION SEC 3
R000228442	6411 W HWY 158	0.87	CG 191 AND 158 LLC	Acres: 0.874, BLK: 001, LOT: 008 , WEST FORK ADDITION SEC 3
R000228446	6406 SH 191	0.88	CG 191 AND 158 LLC	Acres: 0.878, BLK: 001, LOT: 012, WEST FORK ADDITION SEC 3
R000228445	6402 SH 191	1.07	CFT NV DEVELOPMENTS LLC	Acres: 1.067, BLK: 001, LOT: 011, WEST FORK ADDITION SEC 3

Tax Increment Reinvestment Zone #3

City of Midland, Texas



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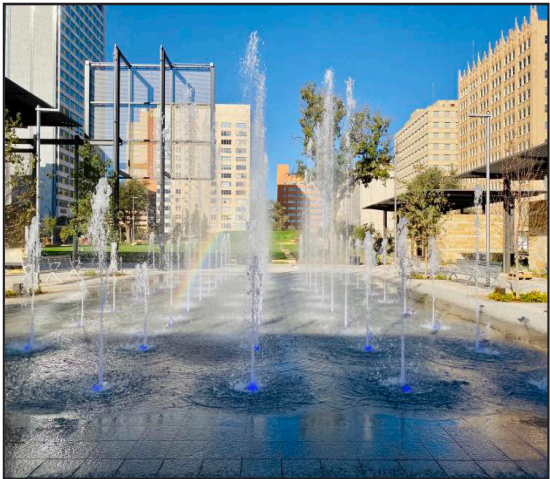
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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool includes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

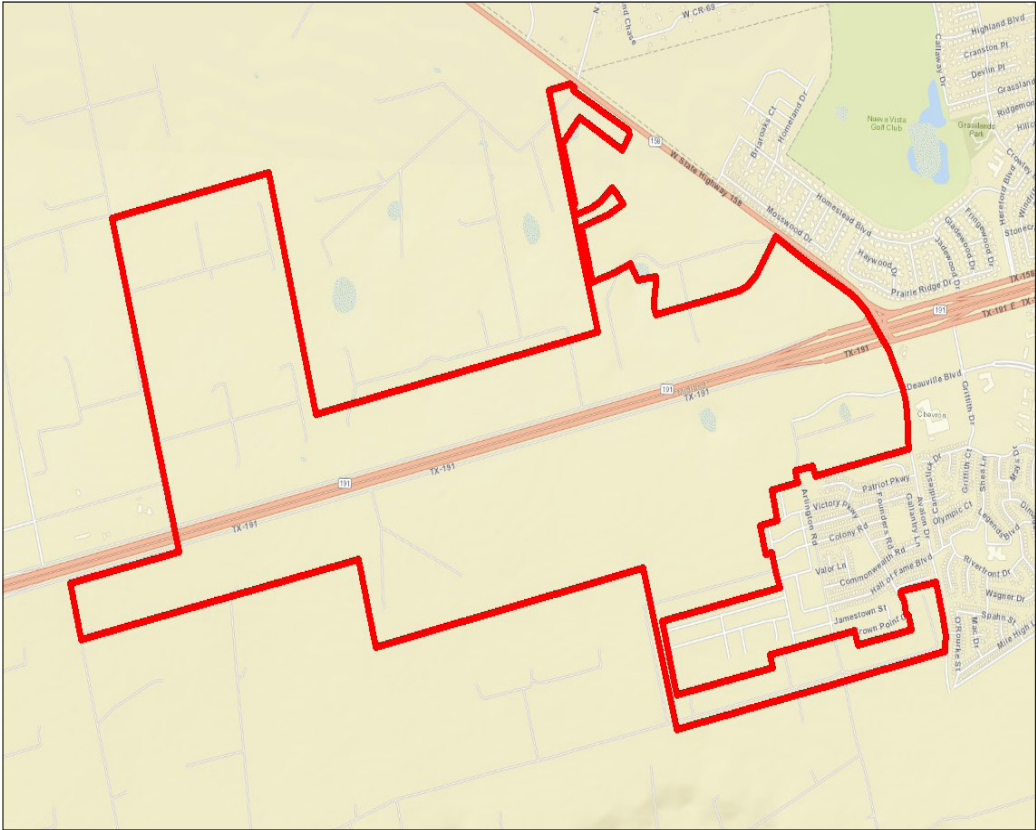
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #3, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 12, 2024, the City Council of the City of Midland, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits and the City’s extraterritorial jurisdiction (ETJ) as Reinvestment Zone Number Three, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #3 (TIRZ #3) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of \$9,800,760 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ Boundary

Boundary Description

TIRZ #3 consists of approximately 1,799 acres located within the city limits of the City of Midland and within the City's extraterritorial jurisdiction. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

Beginning at the northwest corner of Property ID R000007487, thence

East then south along the boundary of Property ID R000007487 to the point it meets the northern boundary of Property ID R000007487, thence

East along the northern boundary of Property ID R000007487 to the point it meets the northwest corner of Property ID R000007490, thence

East along the northern boundary of Property ID R000007490 to the point it meets Property ID R000007491, thence

North along the western boundary of Property ID R000007491, continuing south along the boundary of Property ID R000007491 to the point it meets the western right of way boundary of W State Highway 158, thence

South along the western right of way boundary of W State Highway 158 to the point it becomes Avalon Drive, thence

Continuing south along the western right of way boundary of Avalon Drive to the point it meets the southeast corner of Property ID R000007500, thence

West along the southern boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000220945, thence

West along the southern boundary of Property ID R000220945 to the point it meets the eastern right of way boundary of Deauville Blvd, thence

West across Deauville Blvd to the point the western right of way boundary meets the eastern boundary of Property ID R000007500, thence

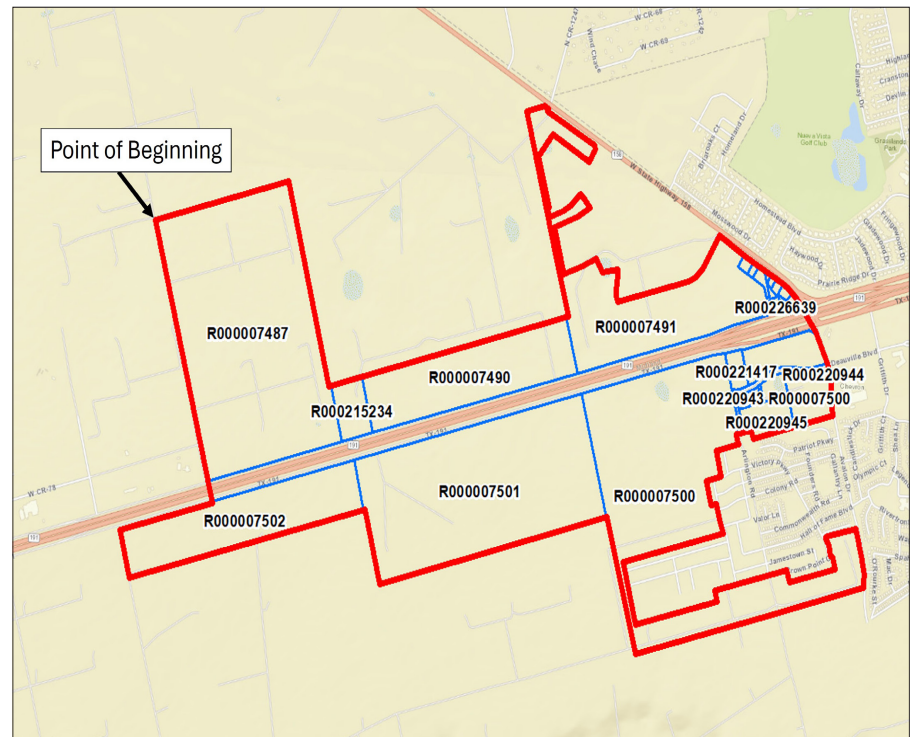
West along the southern boundary of Property ID R000007500, continuing west along the boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000007501, thence

West along the southern boundary of Property ID R000007501, continuing north along the western boundary of Property ID R000007501 to the point it meets the southeast corner of Property ID R000007502, thence

West along the southern boundary of Property ID R000007502, continuing north along the western boundary of Property ID R000007502, continuing east along the northern boundary of Property ID R000007502 along the point it meets the southern right of way boundary of TX 191, thence

North across TX 191 to the southwest corner of Property ID R000007487, thence

North along the western boundary of Property ID R000007487 to the northwest corner of Property ID R000007487, which is the point of beginning.



Current Conditions

Land Use

The land within the zone is primarily vacant land that is well positioned for development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

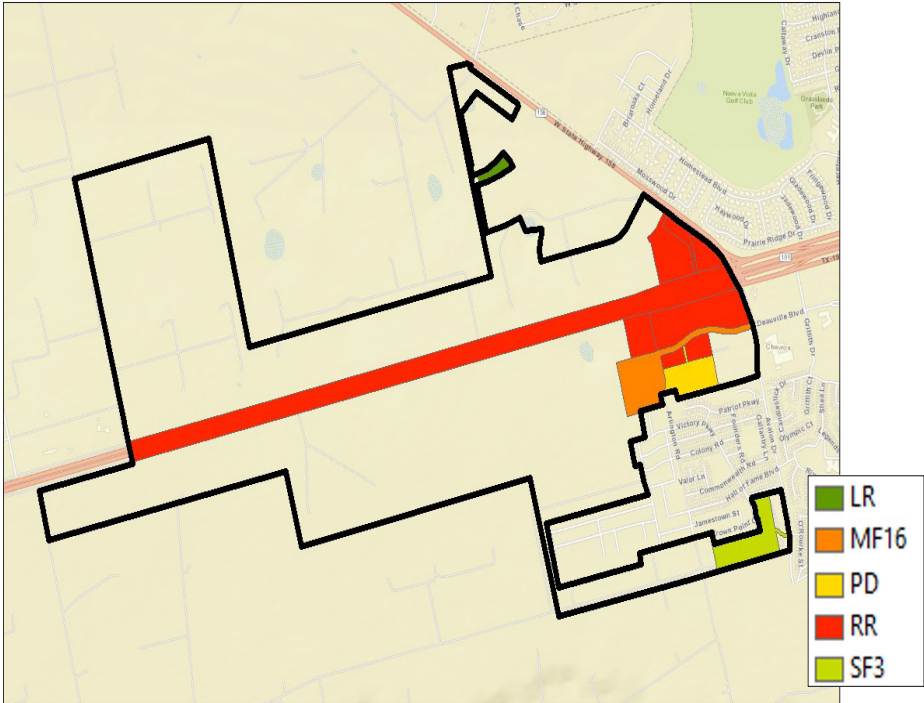
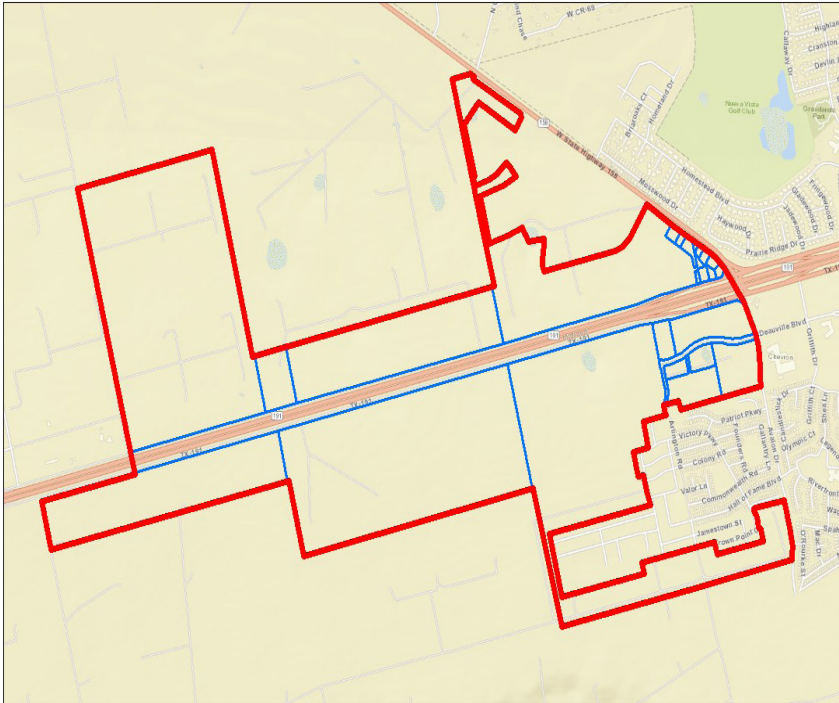
Current Ownership

There are currently 23 parcels within Tax Increment Reinvestment Zone #3. The 2024 estimated taxable base value of the property within the TIRZ is \$0. The 2024 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The land within the zone is primarily in the City's ETJ, and is unzoned. The zoned property is primarily zoned retail (LR - Local Retail District in dark green and RR - Regional Retail District in red) and residential (SF3 - Single-Family Dwelling District in light green and MF16 - Multiple-Family Dwelling District in orange).

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Anticipated Development

The land within the zone is well positioned for future development, including a variety of retail uses and hotel development. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #3				
Retail - QSR	2024	2,800	\$ 500	\$ 1,400,000
Retail - QSR	2024	4,300	\$ 500	\$ 2,150,000
Costco	2025	174,000	\$ 75	\$ 13,050,000
Retail	2025	5,200	\$ 350	\$ 1,820,000
Retail - QSR	2025	24,000	\$ 500	\$ 12,000,000
Auto Dealership	2025	165,000	\$ 150	\$ 24,750,000
Auto Dealership	2026	35,000	\$ 150	\$ 5,250,000
Entertainment	2026	65,000	\$ 38	\$ 2,437,500
Retail - QSR	2026	20,000	\$ 500	\$ 10,000,000
Hotel	2028	75	\$ 85,000	\$ 6,375,000
Retail - Big Box	2028	100,000	\$ 150	\$ 15,000,000
Retail - QSR	2028	18,000	\$ 500	\$ 9,000,000
Hotel	2030	75	\$ 85,000	\$ 6,375,000
Total			\$	109,607,500

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #3		
Public Utilities	\$ 1,960,152	20.0%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking and Transit Improvements	\$ 980,076	10.0%
Street and Intersection Improvements	\$ 1,960,152	20.0%
Pedestrian Enhancements	\$ 1,372,106	14.0%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 980,076	10.0%
Economic Development Grants	\$ 2,450,190	25.0%
Administrative Costs	\$ 98,008	1.0%
Total	\$ 9,800,760	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$9,800,760 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalytic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 50% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #3	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	50%	0.1753310
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		0.1753310

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		0.0000000

	Sales Tax		Participation	
	City of Midland	0.01000000	0%	0.0000000
	MEDC	0.00250000	0%	0.0000000
	Midland County Hospital District	0.00250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.02000000		0.0000000

Financial Feasibility Analysis - Development Input

INPUT

INFLATION RATE	3.50%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35966200	50%	0.1753310
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.1753310

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35966200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.01000000	0.00%	0.00000000
MEDC	0.00250000	0.00%	0.00000000
Midland County Hospital District	0.00250000	0.00%	0.00000000
Midland County	0.00500000	0.00%	0.00000000
	0.02000000		

	Year	AREA SF/UNITS	REAL PROPERTY		PERSONAL PROPERTY		SALES	
			TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	
Retail - QSR	2024	2,800	\$ 500.00	\$ 1,400.000	\$ 15.00	\$ 42,000	\$ 500.00	\$ 1,400.000
Retail - QSR	2024	4,300	\$ 500.00	\$ 2,150.000	\$ 15.00	\$ 64,500	\$ 500.00	\$ 2,150.000
Costco	2025	174,000	\$ 75.00	\$ 13,050.000	\$ 115.00	\$ 20,010.000	\$ 750.00	\$ 130,500.000
Retail	2025	5,200	\$ 175.00	\$ 910.000	\$ 90.00	\$ 468,000	\$ 250.00	\$ 1,300.000
Retail - QSR	2025	24,000	\$ 500.00	\$ 12,000.000	\$ 15.00	\$ 360,000	\$ 500.00	\$ 12,000.000
Auto Dealership	2025	165,000	\$ 150.00	\$ 24,750.000	\$ 90.00	\$ 14,850.000	\$ 100.00	\$ 16,500.000
Auto Dealership	2026	35,000	\$ 150.00	\$ 5,250.000	\$ 90.00	\$ 3,150.000	\$ 100.00	\$ 3,500.000
Entertainment	2026	65,000	\$ 37.50	\$ 2,437.500	\$ 15.00	\$ 975.000	\$ 250.00	\$ 16,250.000
Retail - QSR	2026	20,000	\$ 500.00	\$ 10,000.000	\$ 15.00	\$ 300,000	\$ 500.00	\$ 10,000.000
Hotel	2028	75	\$ 85,000.00	\$ 6,375.000	\$ -	\$ -	\$ -	\$ -
Retail - Big Box	2028	100,000	\$ 150.00	\$ 15,000.000	\$ 15.00	\$ 1,500.000	\$ 250.00	\$ 25,000.000
Retail - QSR	2028	18,000	\$ 500.00	\$ 9,000.000	\$ 15.00	\$ 270,000	\$ 500.00	\$ 9,000.000
Hotel	2030	75	\$ 85,000.00	\$ 6,375.000	\$ -	\$ -	\$ -	\$ -
TOTAL		613,450	108,697,500	41,989,500	227,600,000			

OUTPUT

TOTAL TAX REVENUE	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	23.8% \$ 78,719,687	= \$ 19,601,520	+ \$ 9,656,420	+ \$ 49,461,746
Midland County	26.7% \$ 88,296,857	= \$ 7,355,084	+ \$ 3,623,381	+ \$ 77,318,392
Midland Hospital	13.6% \$ 45,025,803	= \$ 4,265,344	+ \$ 2,101,263	+ \$ 38,659,196
Midland College	2.1% \$ 6,923,544	= \$ 4,638,467	+ \$ 2,285,077	+ \$ -
Midland ISD	22.1% \$ 73,173,637	= \$ 49,023,086	+ \$ 24,150,551	+ \$ -
MEDC	11.7% \$ 38,659,196	= \$ -	+ \$ -	+ \$ 38,659,196
100.0%	\$ 330,788,724	\$ 84,883,501	\$ 41,816,693	\$ 204,098,530
	100.0%	25.7%	12.6%	61.7%

TOTAL PARTICIPATION	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	100.0% \$ 9,800,760	= \$ 9,800,760	+ \$ -	+ \$ -
Midland County	0.0% \$ -	= \$ -	+ \$ -	+ \$ -
Midland Hospital	0.0% \$ -	= \$ -	+ \$ -	+ \$ -
Midland College	0.0% \$ -	= \$ -	+ \$ -	+ \$ -
Midland ISD	0.0% \$ -	= \$ -	+ \$ -	+ \$ -
MEDC	0.0% \$ -	= \$ -	+ \$ -	+ \$ -
100.0%	\$ 9,800,760	\$ 9,800,760	\$ -	\$ -
	100.0%	100.0%	0.0%	0.0%

NET BENEFIT	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	21.5% \$ 68,918,926	= \$ 9,800,760	+ \$ 9,656,420	+ \$ 49,461,746
Midland County	27.5% \$ 88,296,857	= \$ 7,355,084	+ \$ 3,623,381	+ \$ 77,318,392
Midland Hospital	14.0% \$ 45,025,803	= \$ 4,265,344	+ \$ 2,101,263	+ \$ 38,659,196
Midland College	2.2% \$ 6,923,544	= \$ 4,638,467	+ \$ 2,285,077	+ \$ -
Midland ISD	22.8% \$ 73,173,637	= \$ 49,023,086	+ \$ 24,150,551	+ \$ -
MEDC	12.0% \$ 38,659,196	= \$ -	+ \$ -	+ \$ 38,659,196
100.0%	\$ 320,597,564	\$ 75,082,741	\$ 41,816,693	\$ 204,098,530
	100.0%	23.4%	13.0%	63.6%

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

[illegible]

Tax Revenue Projections

PARTICIPATION		Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
REAL PROPERTY	Taxable Value	-	3,674,250	59,099,483	80,778,413	83,605,657	122,807,627	126,899,100	139,451,349	144,332,147	149,383,772	154,612,204	160,023,631	165,624,458	171,421,314	177,421,080	183,630,797	190,067,875	196,709,900	203,594,747	210,720,563	218,095,783	225,729,135	233,629,655	241,806,693	250,269,927	259,029,375	268,095,403	277,478,742	287,190,498	297,242,165	307,645,641		
	PI	-	3,657,298	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
	City of Midland	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	9,800,700	
	Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	9,800,700		
PERSONAL PROPERTY	Taxable Value	-	110,228	38,343,963	44,592,079	46,152,801	63,528,747	65,732,253	68,053,582	70,435,457	72,900,698	75,452,222	78,093,050	80,826,307	83,655,228	86,583,161	89,613,571	92,750,046	95,996,298	99,356,168	102,833,634	106,432,811	110,157,960	114,013,488	118,003,960	122,134,099	126,408,793	130,833,100	135,412,259	140,151,688	145,056,987	150,133,992		
	PI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
	City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX	Taxable Value	-	3,674,250	175,520,216	214,647,781	222,160,453	359,593,876	371,972,662	384,991,705	398,466,415	412,412,739	426,847,185	441,786,838	457,248,376	473,253,104	489,816,962	506,960,556	524,704,176	543,068,822	562,076,231	581,748,899	602,110,110	623,183,964	644,995,403	667,570,242	690,935,200	715,117,932	740,147,060	766,052,207	792,864,034	820,614,275	849,335,775	-	
	PI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY	PI	-	25,707,746	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
	City of Midland	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	9,800,700	
	MEDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	9,800,700		
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																																		
SUMMARY	PI	-	25,707,746	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
	City of Midland	-	43,571	595,331	997,598	1,032,514	1,590,984	1,646,669	1,718,523	1,778,671	1,840,924	1,905,357	1,972,044	2,041,086	2,112,503	2,186,441	2,262,866	2,342,170	2,424,146	2,508,991	2,596,806	2,687,694	2,781,763	2,879,125	2,979,894	3,084,191	3,192,137	3,303,882	3,416,497	3,539,180	3,663,051	3,791,258	69,916,926	
	MEDC	-	9,186	438,801	536,619	555,401	858,485	829,332	982,470	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,672	1,405,191	1,454,372	1,505,275	1,557,960	1,612,489	1,668,926	1,727,338	1,787,765	1,850,388	1,915,131	1,982,160	2,051,536	2,123,339	38,659,196	
	Midland County	-	23,351	1,005,816	1,238,200	1,281,537	2,041,886	2,113,352	2,197,991	2,274,921	2,354,543	2,436,952	2,522,246	2,610,524	2,701,893	2,796,459	2,894,335	2,995,637	3,100,484	3,209,001	3,321,316	3,437,562	3,557,877	3,682,402	3,811,286	3,944,681	4,082,745	4,225,641	4,373,539	4,526,613	4,685,044	4,849,021	88,296,897	
	Midland Hospital	-	12,073	513,155	632,283	654,413	1,040,516	1,076,934	1,120,816	1,160,044	1,200,648	1,242,669	1,286,162	1,331,178	1,377,769	1,425,991	1,475,901	1,527,557	1,581,022	1,636,357	1,693,630	1,752,907	1,814,259	1,877,758	1,943,478	2,011,501	2,081,903	2,154,770	2,230,187	2,308,244	2,389,032	2,472,648	45,025,983	
	Midland College	-	3,140	80,859	104,032	107,674	154,458	159,962	172,188	178,214	184,452	190,907	197,580	204,505	211,683	219,071	226,738	234,674	242,888	251,389	260,187	269,294	278,719	288,474	298,571	309,021	319,837	331,031	342,617	354,609	367,020	379,866	6,823,544	
	Midland ISD	-	33,190	854,579	1,009,499	1,137,962	1,632,418	1,699,552	1,819,818	1,883,512	1,949,435	2,017,665	2,088,283	2,161,373	2,237,021	2,315,317	2,396,353	2,480,225	2,567,033	2,656,880	2,749,870	2,846,116	2,945,730	3,048,830	3,155,530	3,265,983	3,380,293	3,498,603	3,621,054	3,747,791	3,878,964	4,014,727	79,123,637	
Total	-	124,511	3,488,540	4,608,233	4,769,521	7,358,745	7,616,301	7,991,815	8,271,529	8,561,032	8,860,668	9,170,792	9,491,789	9,823,981	10,167,821	10,523,694	10,892,024	11,273,244	11,667,808	12,076,181	12,498,848	12,936,307	13,389,078	13,857,696	14,342,715	14,844,710	15,364,275	15,902,025	16,458,596	17,034,646	17,630,859	258,697,864		

HOT Generated

Revenue Year	0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
Hotel Rooms	0	0	0	0	0	75	75	150	150	150	150	150	150	150	150
Occupancy	0%	0%	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	-	-	27,375	27,375	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750
# of Occupied Rooms	-	-	-	0	0	19,163	19,163	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325
Average Daily Rate	\$ 150.00	\$ 155.25	\$ 160.68	\$ 166.31	\$ 172.13	\$ 178.15	\$ 184.39	\$ 190.84	\$ 197.52	\$ 204.43	\$ 211.59	\$ 219.00	\$ 226.66	\$ 234.59	\$ 242.80
Annual Taxable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,413,856	\$ 3,533,341	\$ 7,314,015	\$ 7,570,006	\$ 7,834,956	\$ 8,109,180	\$ 8,393,001	\$ 8,686,756	\$ 8,990,792	\$ 9,305,470
City Tax Rate	7% \$ -	\$ -	\$ -	\$ -	\$ -	\$ 238,970	\$ 247,334	\$ 511,981	\$ 529,900	\$ 548,447	\$ 567,643	\$ 587,510	\$ 608,073	\$ 629,355	\$ 651,383
State Tax Rate	6% \$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,831	\$ 212,000	\$ 438,841	\$ 454,200	\$ 470,097	\$ 486,551	\$ 503,580	\$ 521,205	\$ 539,448	\$ 558,328
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443,801	\$ 459,334	\$ 950,822	\$ 984,101	\$ 1,018,544	\$ 1,054,193	\$ 1,091,090	\$ 1,129,278	\$ 1,168,803	\$ 1,209,711

15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054
150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%	150 70%
54,750 38,325 \$ 251.30	54,750 38,325 \$ 260.10	54,750 38,325 \$ 269.20	54,750 38,325 \$ 278.62	54,750 38,325 \$ 288.38	54,750 38,325 \$ 298.47	54,750 38,325 \$ 308.91	54,750 38,325 \$ 319.73	54,750 38,325 \$ 330.92	54,750 38,325 \$ 342.50	54,750 38,325 \$ 354.49	54,750 38,325 \$ 366.89	54,750 38,325 \$ 379.74	54,750 38,325 \$ 393.03	54,750 38,325 \$ 406.78	54,750 38,325 \$ 421.02
\$ 9,631,162	\$ 9,968,252	\$ 10,317,141	\$ 10,678,241	\$ 11,051,979	\$ 11,438,799	\$ 11,839,157	\$ 12,253,527	\$ 12,682,401	\$ 13,126,285	\$ 13,585,705	\$ 14,061,204	\$ 14,553,346	\$ 15,062,714	\$ 15,589,909	\$ 16,135,555
\$ 674,181	\$ 697,778	\$ 722,200	\$ 747,477	\$ 773,639	\$ 800,716	\$ 828,741	\$ 857,747	\$ 887,768	\$ 918,840	\$ 950,999	\$ 984,284	\$ 1,018,734	\$ 1,054,390	\$ 1,091,294	\$ 1,129,489
\$ 577,870	\$ 598,095	\$ 619,028	\$ 640,694	\$ 663,119	\$ 686,328	\$ 710,349	\$ 735,212	\$ 760,944	\$ 787,577	\$ 815,142	\$ 843,672	\$ 873,201	\$ 903,763	\$ 935,395	\$ 968,133
\$ 1,252,051	\$ 1,295,873	\$ 1,341,228	\$ 1,388,171	\$ 1,436,757	\$ 1,487,044	\$ 1,539,090	\$ 1,592,959	\$ 1,648,712	\$ 1,706,417	\$ 1,766,142	\$ 1,827,957	\$ 1,891,935	\$ 1,958,153	\$ 2,026,688	\$ 2,097,622
															\$19,258,872
															\$16,507,605
															\$35,766,477

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH	3.50%
DISCOUNT RATE	6.00%

[illegible]

Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH
DISCOUNT RATE3.50%
6.00%

REAL PROPERTY TAX	
City of Midland	0.3590501
Midland County	0.1315790
Midland Hospital	0.0763500
Midland College	0.0629800
Midland ISD	0.8727000
1.5185260	1.5185260

BUSINESS PERSONAL PROPERTY TAX	
City of Midland	0.3590501
Midland County	0.1315790
Midland Hospital	0.0763500
Midland College	0.0629800
Midland ISD	0.8727000
1.5185260	1.5185260

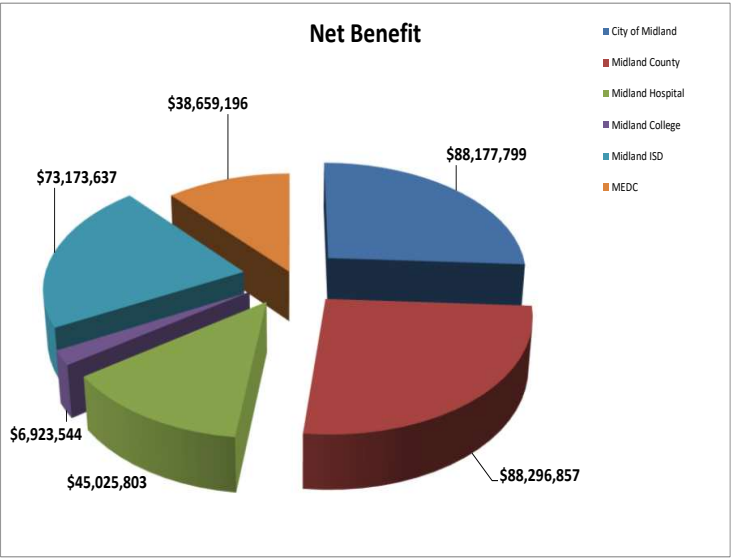
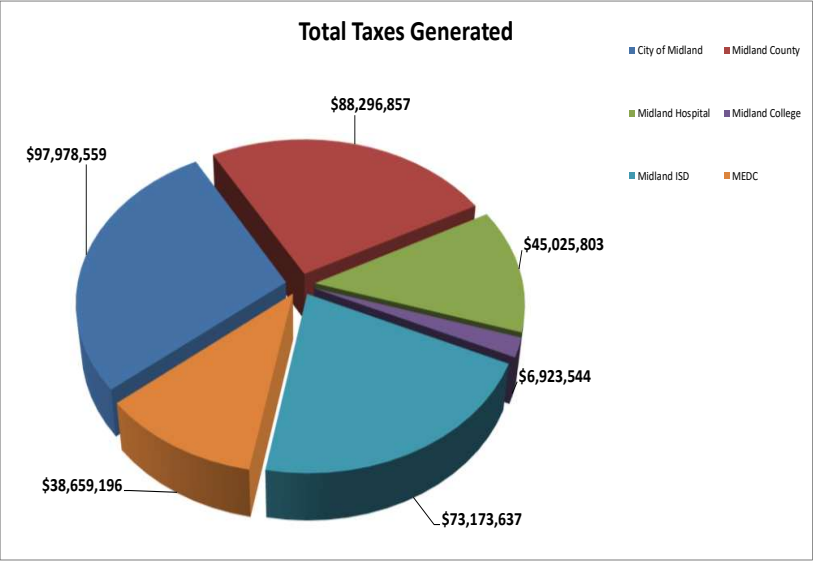
SALES TAX	
City of Midland	0.0100000
Midland County	0.0025000
Midland Hospital District	0.0025000
Midland College	0.0025000
Midland ISD	0.0025000
0.0200000	0.0200000

TAX BASE YEAR		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
REVENUE YEAR		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	TOTALS	
BASE YEAR	City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TAXABLE VALUE	City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TAXABLE VALUE INCREMENT	City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
REVENUE A TAXABLE VALUE GROWTH		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
REVENUE 1		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
REAL PROPERTY TAX		3,674,250	59,091,463	80,778,613	83,055,857	122,607,827	126,898,100	138,451,349	144,332,147	149,383,727	154,612,234	160,023,931	165,624,458	171,421,114	177,421,000	183,530,797	190,057,873	196,700,989	203,094,747	209,584,747	210,750,563	218,095,783	225,728,138	233,629,855	241,806,693	250,280,927	259,020,375	268,065,420	277,478,742	287,196,498	297,342,165	307,644,841		
BUSINESS PERSONAL PROPERTY		110,228	38,343,963	44,592,079	46,152,801	63,528,747	65,752,253	88,053,982	70,435,457	72,900,698	75,432,222	78,063,050	80,826,307	83,655,228	86,581,161	89,613,571	92,750,046	95,996,298	99,356,168	102,833,634	106,432,811	110,157,960	114,013,488	118,003,960	122,144,099	126,408,793	130,833,100	135,412,259	140,151,688	145,058,957	150,133,962			
		13,271	341,667	439,627	455,014	652,710	675,555	727,641	753,108	779,467	806,749	834,985	864,209	894,457	925,762	958,164	991,700	1,026,409	1,062,334	1,099,515	1,137,998	1,177,828	1,219,052	1,261,719	1,305,879	1,351,585	1,398,891	1,447,852	1,498,527	1,550,975	1,605,259	28,257,941	City of Midland	
		4,880	128,215	164,961	170,735	244,917	253,489	282,589	292,480	302,716	313,312	324,277	335,627	347,374	359,428	372,116	385,140	398,620	412,571	427,011	441,957	457,425	473,435	490,005	507,156	524,906	543,278	562,293	581,973	602,342	623,409	10,576,465	Midland County	
		2,868	74,354	95,664	99,012	142,032	147,003	168,078	169,814	175,551	181,695	188,054	194,636	201,448	208,499	215,797	223,349	231,167	239,259	247,632	256,299	265,269	274,554	284,163	294,109	304,402	315,056	326,083	337,496	349,309	361,927	6,360,687	Midland Hospital	
		3,140	89,659	104,032	107,874	154,456	159,862	178,214	184,452	197,989	204,505	211,983	219,071	226,738	234,674	242,888	251,389	260,187	269,294	278,719	288,474	298,571	309,021	319,837	331,031	342,617	354,609	367,002	379,866	393,199	406,977	6,923,544	Midland College	
		33,190	854,579	1,009,499	1,137,982	1,682,418	1,689,552	1,819,818	1,883,512	1,948,435	2,017,885	2,088,283	2,161,373	2,237,021	2,315,317	2,396,353	2,480,225	2,567,033	2,656,880	2,749,870	2,846,116	2,944,620	3,046,382	3,150,539	3,258,983	3,380,293	3,498,603	3,621,054	3,747,791	3,878,964	4,014,727	13,713,637	Midland ISD	
		57,489	1,479,704	1,903,794	1,976,416	2,826,632	2,925,461	3,191,016	3,261,302	3,378,447	3,493,389	3,615,894	3,742,419	3,873,404	4,008,973	4,149,287	4,294,912	4,444,820	4,600,388	4,761,482	4,928,091	5,095,333	5,278,082	5,463,919	5,655,052	5,852,979	6,057,833	6,269,957	6,489,302	6,716,429	6,951,603	126,700,194		
REVENUE 2 - SALES TAX		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
SALES		3,674,250	175,520,216	214,647,781	222,165,453	359,383,876	371,972,862	384,961,705	398,466,415	412,412,739	426,847,185	441,786,836	457,240,376	473,253,104	489,816,962	506,960,556	524,704,176	543,069,832	562,070,231	581,748,899	602,110,110	623,183,964	644,995,403	667,575,242	690,935,200	715,117,932	740,147,090	766,052,207	792,864,034	820,614,375	849,335,775			
		36,743	357,254	699,601	724,987	1,153,343	1,193,807	1,235,363	1,278,622	1,323,373	1,369,801	1,417,631	1,467,248	1,518,651	1,571,752	1,626,764	1,683,700	1,742,636	1,803,622	1,866,749	1,932,085	1,999,708	2,069,698	2,142,137	2,217,112	2,294,711	2,375,026	2,458,152	2,544,187	2,633,234	2,725,397	48,481,746	City of Midland	
		9,186	438,801	536,619	555,401	888,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,872	1,405,191	1,454,372	1,505,275	1,557,960	1,612,498	1,669,928	1,729,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	38,658,196	MEDC	
		9,186	438,801	536,619	555,401	888,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,872	1,405,191	1,454,372	1,505,275	1,557,960	1,612,498	1,669,928	1,729,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	38,658,196	Midland County Hospital District	
		18,371	877,801	1,073,239	1,110,802	1,796,969	1,859,883	1,922,959	1,992,332	2,062,084	2,134,236	2,208,934	2,286,247	2,366,286	2,448,069	2,531,603	2,616,921	2,704,136	2,793,261	2,884,306	2,977,271	3,072,156	3,168,971	3,267,726	3,368,431	3,471,096	3,575,731	3,682,336	3,790,911	3,901,556	4,014,271	4,128,000	1,433,071	Midland County
		73,495	2,112,456	2,946,679	2,945,692	4,747,182	4,913,334	5,885,380	5,263,236	5,447,801	5,638,163	5,835,499	6,039,741	6,251,132	6,469,822	6,696,369	6,935,742	7,173,316	7,424,384	7,684,238	7,953,196	8,231,646	8,519,662	8,817,840	9,126,444	9,445,880	9,776,496	10,118,674	10,472,827	10,839,619	11,218,764	204,096,630		
REVENUE 3 - HOTEL OCCUPANCY TAX		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
HOTEL OCCUPANCY TAX		0	0	0	0	3,413,856	3,533,341	7,314,016	7,670,006	7,834,956	8,109,180	8,363,001	8,668,796	8,990,792	9,305,470	9,631,162	9,965,252	10,317,141	10,677,241	11,051,679	11,438,799	11,839,157	12,253,527	12,682,401	13,126,285	13,585,705	14,061,254	14,553,346	15,062,714	15,599,909	16,135,565	16,688,872		
		0	0	0	0	238,970	247,334	511,981	529,900	548,447	567,643	587,510	608,073	629,355	651,363	674,181	697,778	722,200	747,477	773,639	800,716	8282												

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation (75%)	Net Benefit
City of Midland	\$97,978,559	\$9,800,760	\$88,177,799
Midland County	\$88,296,857	\$0	\$88,296,857
Midland Hospital	\$45,025,803	\$0	\$45,025,803
Midland College	\$6,923,544	\$0	\$6,923,544
Midland ISD	\$73,173,637	\$0	\$73,173,637
MEDC	\$38,659,196	\$0	\$38,659,196
Total	\$350,057,597	\$9,800,760	\$340,256,837

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$97,978,559	\$9,800,760	\$88,177,799
City of Midland - Real Property	\$19,601,520	\$9,800,760	\$9,800,760
City of Midland - Personal Property	\$9,656,420	\$0	\$9,656,420
City of Midland - Sales	\$49,461,746	\$0	\$49,461,746
City of Midland -HOT	\$19,258,872	\$0	\$19,258,872





Length of TIRZ #3 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

Property ID	Address	Acres	Owner Name	Legal
R000007502	HWY 191	125.21	RATTLER MIDSTREAM LLC	SEC: 40, BLK: 40-T1S
R000215234	HWY 191	18.45	RATTLER MIDSTREAM LLC	SEC: 34, BLK: 40-T1S
R000007487	HWY 191	374.73	MIDLAND DEVELOPMENT CORP	E 2/3RDS SEC: 33, BLK: 40-T1S
R000007491	HWY 158	168.95	CUMBERLAND & WESTERN RESOURCES LLC	168.951, 176.521 AC OUT OF S/PT, SEC: 35, BLK: 40-T1S
R000007501	HWY 191	296.73	CUMBERLAND & WESTERN RESOURCES LLC	SEC: 39, BLK: 40-T1S
R000007500	6705 HWY 191	334.69	CUMBERLAND & WESTERN RESOURCES LLC	Acres: 334.686, 354.836 AC OUT OF SEC: 38, BLK: 40-T1S
R000007490	HWY 191	410.51	CUMBERLAND & WESTERN RESOURCES LLC	Acres: 410.510, SEC: 34, BLK: 40-T1S
R000220945	6501 DEAUVILLE BL	16.94	PROFFUTT LIMITED PARTNERSHIP	BLK: 001, LOT: 003. ADDN: AVALON PARK ADDN
R000220943	6601 DEAUVILLE BL	3.20	DB BRENTWAY LLC	BLK: 001, LOT: 001, ADDN: AVALON PARK ADDITION
R000220944	6401 DEAUVILLE BL	5.27	PROFFUTT LIMITED PARTNERSHIP	BLK: 001, LOT: 002, ADDN: AVALON PARK ADDITION
R000228444	6401 W HWY 158	1.44	CG 191 AND 158 LLC	BLK: 001, LOT: 010, WEST FORK ADDITION SEC 3
R000228417	1601 AVALON DR	24.47	LUSO REAL ESTATE LLC	Acres: 24.470, BLK: 012, LOT: 001, ADDN: WESTRIDGE PARK, SEC 49
R000226639	6410 S H 191	1.34	SOUVENIRS LLC	Acres: 1.340, BLK: 001, LOT: 003, WEST FORK ADDITION
R000221417	HWY 191	6.32	LUSO REAL ESTATE LLC	Acres: 6.320, 6.320 AC OUT OF SEC: 38, BLK: 40-T1S
R000228443	6407 W HWY 158	1.44	CG 191 AND 158 LLC	Acres: 1.437, BLK: 001, LOT: 009, WEST FORK ADDITION SEC 3
R000228438	6414 SH 191	0.45	MIDLAND 158 LLC	Acres: 0.450, BLK: 001, LOT: 004, WEST FORK ADDITION SEC 2
R000228440	6417 W HWY 158	1.02	MIDLAND 158 LLC	Acres: 1.023, BLK: 001, LOT: 006, WEST FORK ADDITION SEC 2
R000228439	6413 W HWY 158	2.21	MIDLAND 158 LLC	Acres: 2.210, BLK: 001, LOT: 005, WEST FORK ADDITION SEC 2
R000228441	6421 W HWY 158	1.72	MIDLAND 158 LLC	Acres: 1.718, BLK: 001, LOT: 007, WEST FORK ADDITION SEC 2
R000228447	6412 SH 191	0.87	CG 191 AND 158 LLC	Acres: 0.869, BLK: 001, LOT: CA "A", WEST FORK ADDITION SEC 3
R000228442	6411 W HWY 158	0.87	CG 191 AND 158 LLC	Acres: 0.874, BLK: 001, LOT: 008, WEST FORK ADDITION SEC 3
R000228446	6406 SH 191	0.88	CG 191 AND 158 LLC	Acres: 0.878, BLK: 001, LOT: 012, WEST FORK ADDITION SEC 3
R000228445	6402 SH 191	1.07	CFT NV DEVELOPMENTS LLC	Acres: 1.067, BLK: 001, LOT: 011, WEST FORK ADDITION SEC 3

December 17, 2024



ITEM 38

CREATING TAX INCREMENT REINVESTMENT
ZONE NO. 3 ALONG THE 191 CORRIDOR



Visit Our Website

MIDLANDTEXAS.GOV

PACKET

36.49

December 17, 2024

PURPOSE

Consider an ordinance creating **Tax Increment Reinvestment Zone #3** to enable strategic infrastructure investments that **support growth along the Highway 191 corridor** and:

- Establishing its boundary, term, and board of directors; and
- Attaching a Preliminary Project & Financing Plan



STRATEGIC PLAN LINKS

Goal 1. Strong Economy with More Quality Jobs

- 1.1 Increase the Midland sales tax base
- 1.2 Enhance visitor revenue opportunities
- 1.3 Continue Downtown + **West Midland** Development
- 1.4 Nurture development districts
- 1.6 **Diversify** Midland's economy
- 1.9 Establish our community as a **premier destination** for retail and entertainment

STRATEGIC PLAN LINKS

Goal 3. Quality of Life and Place

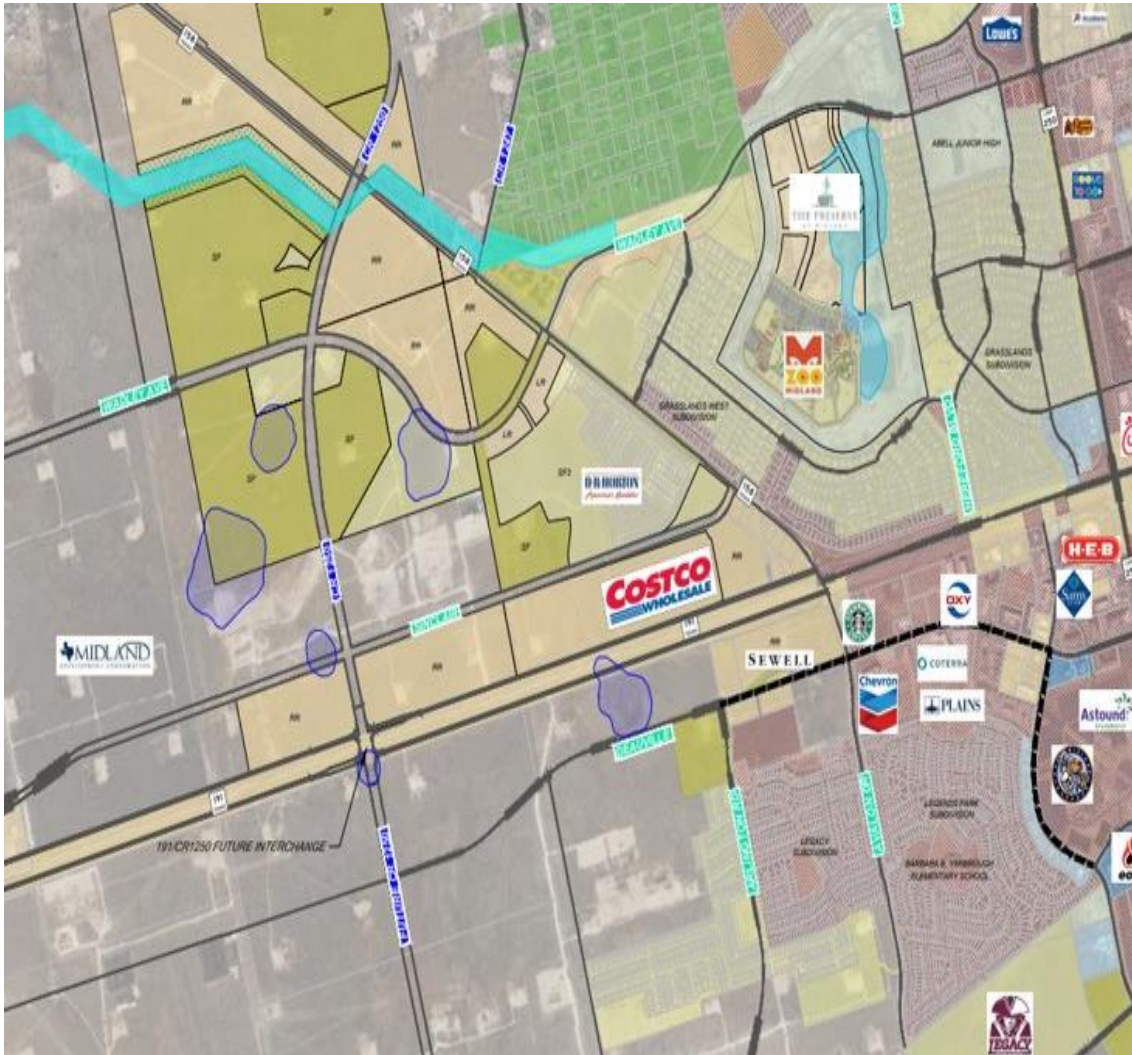
- 3.3 Create an attractive + inclusive living environment: Develop **live, work, and play** opportunities

Goal 6. Strengthen and Sustain our Infrastructure

- 6.2 Enhance infrastructure for **economic growth**
- 6.5 Implement a **funding stream** for infrastructure
- 6.6 Strategize for and monitor City growth: Develop **proactive responses to growth** rather than reactive



WEST MIDLAND

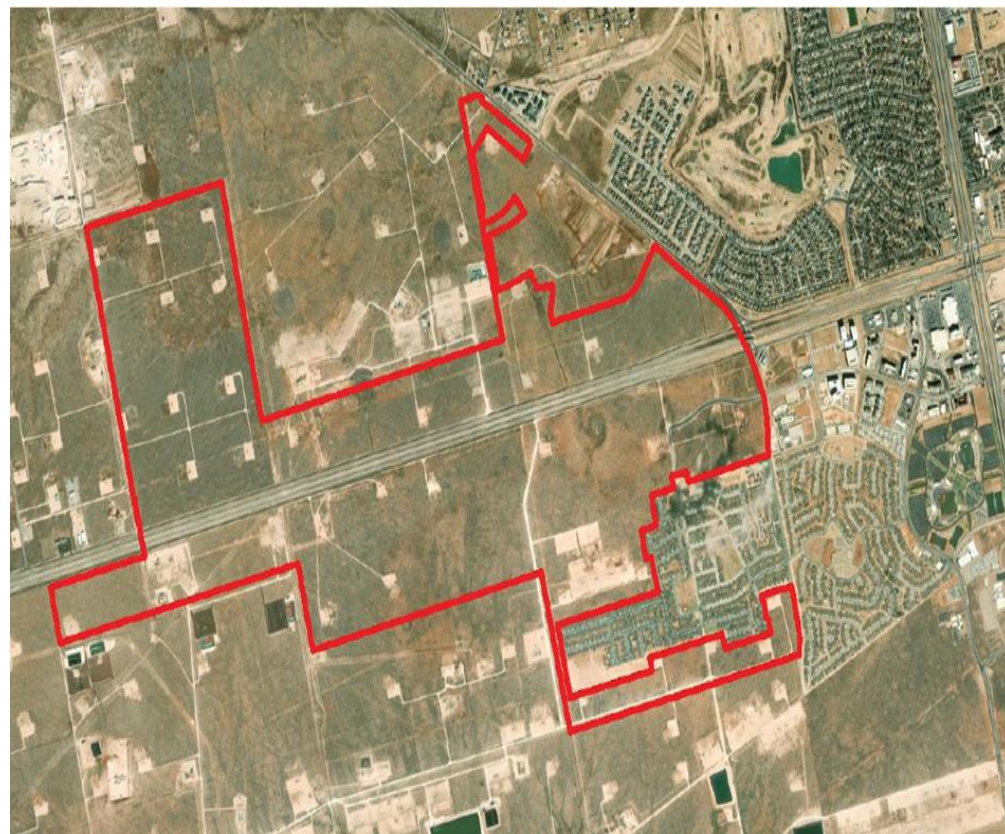


A KEY DEVELOPMENT DISTRICT

- Sports Complex Corridor + Youth Sports
- Midland Zoo + The Preserve
- SH 191 Corridor Connections
- Deauville Employment Center
- Existing + New Retail Development including Costco
- New Legacy High School
- New Street Infrastructure
- New Residential Development

PURPOSE OF TIRZ #3

- Enable **strategic infrastructure investments** that support economic growth along the **Highway 191 corridor**
- Leverage tax increment financing to **proactively manage and support growth** in this key development district
- **Enhance access** to essential amenities and services
- Provide long-term economic benefits that **strengthen Midland's economy**
- Improve overall **quality of life** for residents



Includes approximately 1,799 acres along SH 191 corridor, including 600 acres of MDC-owned property

CREATION PROCESS

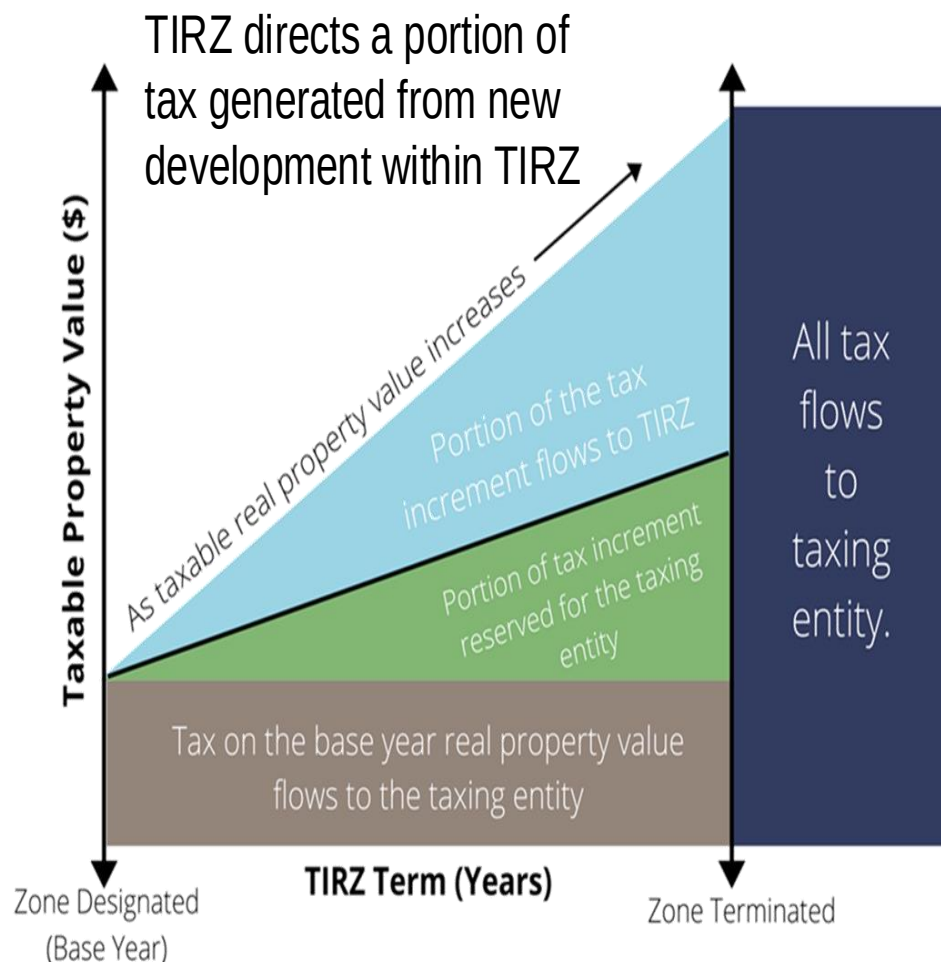
Chapter 311 outlines procedures for creating or amending a TIRZ. Two main documents:

1. **Creation ordinance**; and
2. TIRZ Project + Financing Plan

Creation ordinance establishes four key elements:

- Boundary;
- Term;
- TIRZ Board; and
- Preliminary Project + Financing Plan

The Final Project + Financing Plan is approved by the TIRZ Board and then the City Council by separate ordinance, including participation rate.



DEVELOPMENT PROJECTIONS

- Overview of potential development scope and timing within the TIRZ
- Based on market and development trends, and guidance from the City
- Reflects anticipated growth over the life of the TIRZ (30 years)

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #3				
Retail - QSR	2024	2,800	\$ 500	\$ 1,400,000
Retail - QSR	2024	4,300	\$ 500	\$ 2,150,000
Costco	2025	174,000	\$ 75	\$ 13,050,000
Retail	2025	5,200	\$ 350	\$ 1,820,000
Retail - QSR	2025	24,000	\$ 500	\$ 12,000,000
Auto Dealership	2025	165,000	\$ 150	\$ 24,750,000
Auto Dealership	2026	35,000	\$ 150	\$ 5,250,000
Entertainment	2026	65,000	\$ 38	\$ 2,437,500
Retail - QSR	2026	20,000	\$ 500	\$ 10,000,000
Hotel	2028	75	\$ 85,000	\$ 6,375,000
Retail - Big Box	2028	100,000	\$ 150	\$ 15,000,000
Retail - QSR	2028	18,000	\$ 500	\$ 9,000,000
Hotel	2030	75	\$ 85,000	\$ 6,375,000
Total				\$ 109,607,500

PROJECTED TAX REVENUE

Taxing Jurisdictions	Total Taxes Generated	Participation (50%)	Net Benefit
City of Midland	\$97,978,559	\$9,800,760	\$88,177,799
Midland County	\$88,296,857	\$0	\$88,296,857
Midland Hospital	\$45,025,803	\$0	\$45,025,803
Midland College	\$6,923,544	\$0	\$6,923,544
Midland ISD	\$73,173,637	\$0	\$73,173,637
MEDC	\$38,659,196	\$0	\$38,659,196
Total	\$350,057,597	\$9,800,760	\$340,256,837

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$97,978,559	\$9,800,760	\$88,177,799
City of Midland - Real Property	\$19,601,520	\$9,800,760	\$9,800,760
City of Midland - Personal Property	\$9,656,420	\$0	\$9,656,420
City of Midland - Sales	\$49,461,746	\$0	\$49,461,746
City of Midland -HOT	\$19,258,872	\$0	\$19,258,872

- Proposing **50% of the City's real property increment** within the Zone, above a 2024 base
- 30-year term** - December 31, 2054 (with final year's tax to be collected by September 1, 2055)
- Total Taxes Generated includes Real Property, Sales, and 7% City Hotel Occupancy Tax

ELIGIBLE PROJECTS

Proposed Project Costs - TIRZ #3		
Public Utilities	\$ 1,960,152	20.0%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking and Transit Improvements	\$ 980,076	10.0%
Street and Intersection Improvements	\$ 1,960,152	20.0%
Pedestrian Enhancements	\$ 1,372,106	14.0%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 980,076	10.0%
Economic Development Grants	\$ 2,450,190	25.0%
Administrative Costs	\$ 98,008	1.0%
Total	\$ 9,800,760	100.0%

- Categories **include all projects eligible** under Chapter 311
- Costs are estimates and may be revised
- Savings from one line item may be applied to a cost increase in another
- Individual TIRZ project cost allocations will be evaluated on a case-by-case basis and brought to the TIRZ Board + City Council for consideration

PROPOSED NEXT STEPS

Adopt creation ordinance, including:

- Boundary
- Term (30-year term through Dec. 31, 2054)
- TIRZ Board (composed of City Council; offers opportunity to add members if other taxing units choose to participate)
- Preliminary Project + Financing Plan



PROPOSED NEXT STEPS

Nov. 12th

- 1st Reading + Public Hearing for Creation Ordinance

Dec. 17th

- 2nd Reading for Creation Ordinance

1st Quarter 2025

- Adopt Final Project + Financing Plan and participation rate



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: November 12, 2024, December 17, 2024
To: City Council / City Manager
From: Elizabeth Triggs, Director
Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER FOUR, CITY OF MIDLAND, TEXAS (DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

Purpose:

The purpose of this ordinance is to establish Tax Increment Reinvestment Zone (TIRZ) No. 4 within the City of Midland and its extraterritorial jurisdiction (ETJ), as authorized by Chapter 311 of the Texas Tax Code. This ordinance seeks to promote economic development by using tax increment financing to assist in funding capital projects at and maintain the Scharbauer Sports Complex, and support development and related public improvements in the surrounding area south of State Highway 191, west of Loop 250 West, and north of Business Interstate 20.

Recommended City Council Action:

Approve

Fiscal Impact:

If approved, a portion of the incremental increase in real property tax revenue and sales and use tax revenue resulting from future growth within the zone will be dedicated to the TIRZ No. 4 Tax Increment Fund. The fund will be used to assist in financing projects aimed at expanding economic activity and property values within the zone, including but not limited to capital projects and maintenance of the Scharbauer Sports Complex and other public infrastructure projects in the surrounding area. The City is the only taxing entity contemplated to participate in the zone at this time and the share of its real property tax increment and sales and use tax increment to be dedicated to the fund will be determined by future ordinance, upon Council's adoption of the project plan and finance plan.

Discussion:

Establishing TIRZ No. 4 will allow Midland to further its goal of enhancing residents' quality of life by supporting parks and recreational facilities. This zone will provide a much-needed funding source for capital projects and ongoing maintenance at the Scharbauer Sports Complex, a critical community asset that enhances Midland's appeal and competitiveness in youth sports. Home to the RockHounds minor league baseball team and host to numerous youth sports activities, the complex not only enriches local entertainment but also strengthens Midland's position as a regional sports destination.

With the sunset of the 4B sales tax, the City no longer has a dedicated funding source to maintain and enhance this facility, which has become a centerpiece of Midland's recreational offerings. TIRZ No. 4 will fill this gap by providing a reliable revenue stream, ensuring the complex remains a first-rate facility that can continue to meet community needs and attract major youth tournaments. For a city with nearly 30% of its population under age 18—well above the state average—this support is essential to making the most of Midland's strategic advantage in youth sports.

While the primary focus of TIRZ No. 4 is to support the continued operation and growth of the Scharbauer Sports Complex, it also creates a funding mechanism for essential surrounding infrastructure, pedestrian improvements, and economic development initiatives along the corridor connecting State Highway 191 and Business Interstate 20. This largely undeveloped corridor, with the exception of the southwest corner of SH-191 and Loop 250 West, is adjacent to current development and infrastructure, making it a natural next frontier for Midland's commercial expansion. Strategic investments funded by the TIRZ will help unlock the area's potential, encouraging the growth of hotels, restaurants, and retail spaces that will support both residents and the influx of visitors attending youth sports events.

Recent partnerships reflect Midland's commitment to quality recreational spaces and its strategic focus on the economic benefits of youth sports. The City's collaboration with the Midland Athletic Syndicate to create an indoor volleyball tournament facility at the complex is a prime example. This state-of-the-art, privately-funded facility, located on City-owned land will allow Midland to host regional volleyball tournaments, attracting visitors who contribute to the local economy through hotel stays, dining, and retail spending. Additionally, the City is constructing two new turfed football fields at the complex to meet increasing interest in youth football. By enhancing the complex's amenities, Midland is strengthening its position to attract youth tournaments, a market with substantial economic benefits.

Beyond sports, additional projects funded by the TIRZ will enhance the area's accessibility and appeal. The TIRZ offers opportunity to supplement connections to the future Wildcatter Trail—a biking, running, and walking corridor that will eventually connect Midland and Odessa. With the Sports Complex as the trailhead, this corridor will further position the complex as a recreational hub, appealing to residents and visitors alike.

Under the preliminary plan, the City is anticipated to be the sole contributor to the TIRZ Fund, investing 50% of its incremental real property and sales tax revenue from the zone into these

critical projects, while base revenue and the remaining new tax revenue, including personal property and hotel occupancy taxes, will support the City's general fund. Covering approximately 2,300 acres south of State Highway 191, west of Loop 250 West, and north of Business Interstate 20, TIRZ No. 4 has a proposed term of 30 years, ending December 31, 2054, with the City Council serving as the Board of Directors to provide oversight. If approved, the City Council will adopt the final project and finance plan for the TIRZ and confirm the City's participation rate through a separate, future ordinance.

For E. Out

City Manager's Office

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS
TAX CODE, CREATING TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER FOUR, CITY OF MIDLAND, TEXAS**

WHEREAS, the City of Midland, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the “ETJ”) of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City and the City’s ETJ, which is more specifically described in ***Exhibits "A" and "B"*** of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Four, City of Midland*, attached as ***Exhibit "C"*** (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 1, 2024, which date is before the seventh (7th) day before the public hearing held on November 12, 2024; and

WHEREAS, at the public hearing on November 12, 2024, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 12, 2024, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 12, 2024; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A" and "B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as defined in *Exhibits "A" and "B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
 1. It is a geographic area located within the City limits of the City and within the City's ETJ; and
 2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION THREE. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in *Exhibits "A" and "B"* hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Four, City of Midland, Texas (hereinafter referred to as the "Zone").

SECTION FOUR. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members comprised of six (6) City Council members and the Mayor. The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the Tax Increment Fund may appoint one member of the Board. The number of directors on the Board shall be increased by one for each taxing unit that appoints a director to the Board, provided that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION FIVE. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur on the earlier of the following: (i) December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055); (ii) a termination date designated by a subsequent ordinance; and (iii) the date on which, subsequent to the issuance of tax increment bonds, if any, all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION SIX. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2024, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of: (i) a percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code; and (ii) a percentage of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, which shall be determined by the City Council in the ordinance finally approving the Zone's project plan and finance plan, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment; and (iii) a percentage of the City's sales tax increment, as defined by Section 311.0123(b) of the Texas Tax Code, which shall be determined by the City Council in an ordinance adopted subsequent to the designation of the Zone. The sales tax base for the Zone shall be the amount of City sales and use taxes attributable to the Zone for 2024.

SECTION SEVEN. TAX INCREMENT FUND.

That there is hereby created and established a “Tax Increment Fund” for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION EIGHT. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; 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., 2024, at a regular meeting of the City Council:
Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

Beginning at the point where the southern right of way boundary of State Highway 191 meets the eastern right of way boundary of Avalon Drive, thence

East along the southern right of way of State Highway 191 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

South along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the northern right of way boundary of Westridge Boulevard, thence

East along the northern right of way boundary of Westridge Boulevard to the point it meets the southeast corner of Property ID R000051291, thence

North along the eastern boundary of Property ID R000051291, continuing west along the northern boundary of Property ID R000051291 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

North along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the southern right of way of State Highway 191, thence

East along the southern right of way of State Highway 191 to the point it meets the western right of way boundary of TX-250 Loop, thence

South along the western right of way boundary of TX-250 Loop, continuing along the western right of way boundary of the TX-250 Loop access road, to the point it meets the northern right of way boundary of W Highway 80, thence

West along the northern right of way boundary of W Highway 80 to the point it meets the southwest corner of Property ID R000225186, thence

North along the western boundary of Property ID R000225186 to the point it meets the western boundary of Property ID R000225187, thence

North along the western boundary of Property ID R000225187 to the point it meets the western boundary of Property ID R000208412, thence

North along the western boundary of Property ID R000208412, continuing west to the point it meets the southeast corner of Property ID R000007518, thence

West then north along the boundary of Property ID R000007518 to the point it meets the southwest corner of Property ID R000105912, thence

North then east along the boundary of Property ID R000105912 to the point it meets the northwest corner of Property ID R000209310, thence

West across the northern boundary of Property ID R000209310 to the point it meets the western right of way boundary of Tradewinds Boulevard, thence

EXHIBIT A

BOUNDARY DESCRIPTION (CONTINUED)

North along the western right of way boundary of Tradewinds Boulevard to the point it meets the southeast corner of Property ID R000007517, thence

West then north along the west boundary of Property ID R000007517 to the point it meets the southern right of way boundary of Thomason Drive, thence

North across Thomason Drive to the southwest corner of Property ID R000220098, thence

North along the western boundary of Property ID R000220098 to the point it meets the southwest corner of Property ID R000204372, thence

North along the western boundary of Property ID R000204372, continuing north along the western boundary of Property ID R000051289, continuing north along the western boundary of Property ID R000213626 to the northwest corner of Property ID R000213626, thence

East along the northern boundary of Property ID R000213626, thence

North to the southwest corner of Property ID R000207473, thence

North along the western boundary of Property ID R000207473 where it meets the eastern right of way boundary of the easement, thence

North along the eastern right of way boundary of the easement that runs along the western boundary of Property ID R000209737, continuing north to the point the northwest corner of Property ID R000209732 meets the southern right of way boundary of Legends Drive, thence

North across Legends Drive to the point the eastern right of way boundary of the easement meets the western boundary of Property ID R000215322, thence

Continuing north along the eastern right of way boundary of the easement to the point it meets the southern boundary of Property ID R000209651, thence

West along the southern boundary of Property ID R000209651 to the point it meets the northeast corner of Property ID R000207512, thence

South along the eastern boundary of Property ID R000207512 to the point it meets the northern right of way boundary of Nolan Ryan Drive, thence

West along the northern right of way boundary of Nolan Ryan Drive to the point it meets the eastern right of way boundary of Griffith Court, thence

North along the eastern right of way boundary of Griffith Court to the point it meets the northern corner of Property ID R000209402, thence

EXHIBIT A

BOUNDARY DESCRIPTION (CONTINUED)

West across Griffith Court to the southeast corner of Property ID R000209225, thence

West along the southern boundary of Property ID R000209225 to the point it meets the eastern right of way boundary of Avalon Drive, thence

North along the eastern right of way boundary of Avalon Drive to the point it meets the southern right of way boundary of State Highway 191, which is the point of beginning.

EXHIBIT B
BOUNDARY MAP



 - TIRZ Boundary

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Tax Increment Reinvestment Zone #4 City of Midland, Texas



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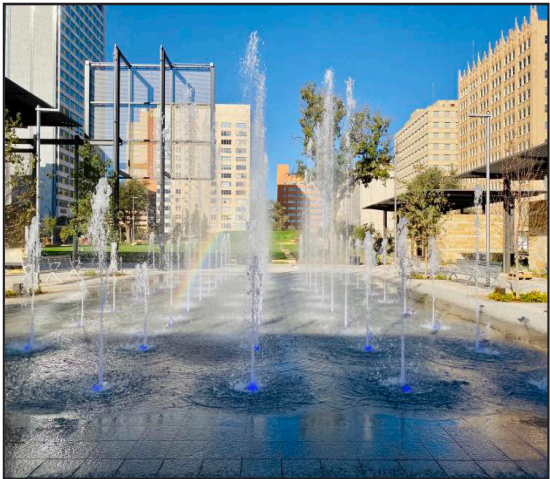
■ Terms and Conditions15

■ Appendix A16

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool includes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

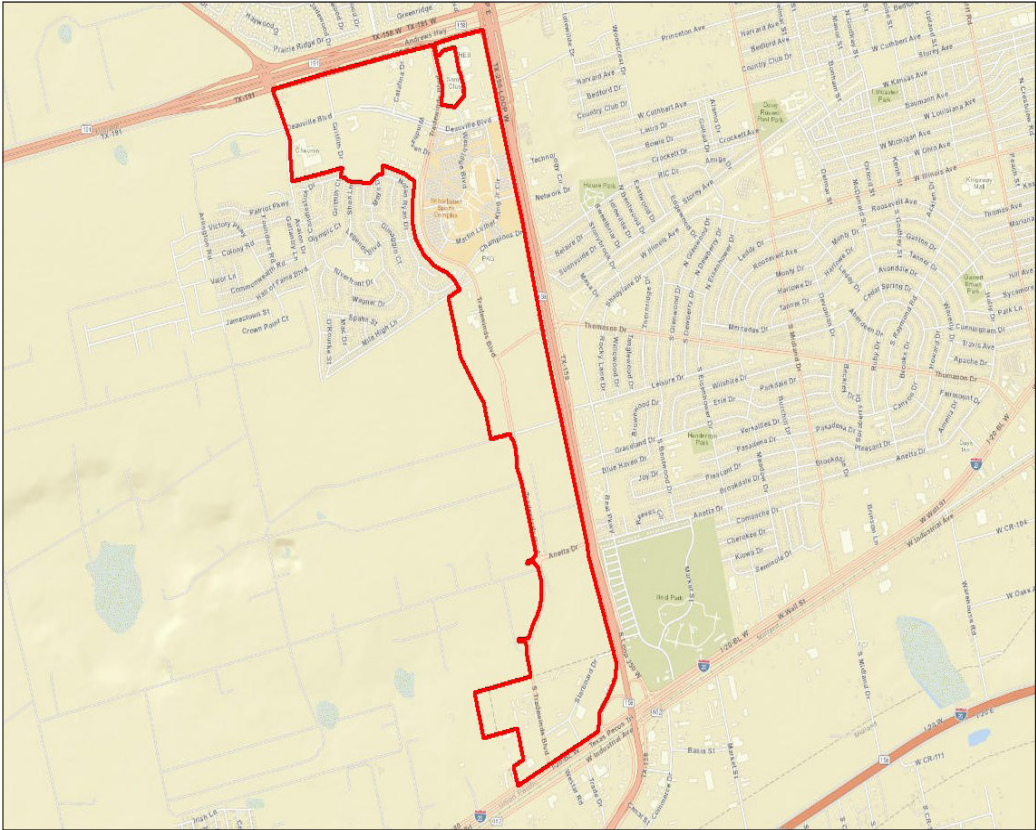
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #4, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 12, 2024, the City Council of the City of Midland, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Four, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #4 (TIRZ #4) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of \$38,438,763 in public improvements related to water, sanitary sewer, and storm water facilities, street and intersection improvements, open space and park facilities, utilities and street lighting, as well as costs associated with operating reinvestment zone project facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ Boundary

Boundary Description

TIRZ #4 consists of approximately 1,066 acres located within the city limits of the City of Midland and within the City’s extraterritorial jurisdiction. The legal description for the zone is described in detail below.

Legal Description TIRZ #4

Beginning at the point where the southern right of way boundary of State Highway 191 meets the eastern right of way boundary of Avalon Drive, thence

East along the southern right of way of State Highway 191 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

South along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the northern right of way boundary of Westridge Boulevard, thence

East along the northern right of way boundary of Westridge Boulevard to the point it meets the southeast corner of Property ID R000051291, thence

North along the eastern boundary of Property ID R000051291, continuing west along the northern boundary of Property ID R000051291 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

North along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the southern right of way of State Highway 191, thence

East along the southern right of way of State Highway 191 to the point it meets the western right of way boundary of TX-250 Loop, thence

South along the western right of way boundary of TX-250 Loop, continuing along the western right of way boundary of the TX-250 Loop access road, to the point it meets the northern right of way boundary of W Highway 80, thence

West along the northern right of way boundary of W Highway 80 to the point it meets the southwest corner of Property ID R000225186, thence

North along the western boundary of Property ID R000225186 to the point it meets the western boundary of Property ID R000225187, thence

North along the western boundary of Property ID R000225187 to the point it meets the western boundary of Property ID R000208412, thence

North along the western boundary of Property ID R000208412, continuing west to the point it meets the southeast corner of Property ID R000007518, thence

West then north along the boundary of Property ID R000007518 to the point it meets the southwest corner of Property ID R000105912, thence

North then east along the boundary of Property ID R000105912 to the point it meets the northwest corner of Property ID R000209310, thence

West across the northern boundary of Property ID R000209310 to the point it meets the western right of way boundary of Tradewinds Boulevard, thence

North along the western right of way boundary of Tradewinds Boulevard to the point it meets the southeast corner of Property ID R000007517, thence

West then north along the west boundary of Property ID R000007517 to the point it meets the southern right of way boundary of Thomason Drive, thence

North across Thomason Drive to the southwest corner of Property ID R000220098, thence

North along the western boundary of Property ID R000220098 to the point it meets the southwest corner of Property ID R000204372, thence

North along the western boundary of Property ID R000204372, continuing north along the western boundary of Property ID R000051289, continuing north along the western boundary of Property ID R000213626 to the northwest corner of Property ID R000213626, thence

East along the northern boundary of Property ID R000213626, thence

North to the southwest corner of Property ID R000207473, thence

North along the western boundary of Property ID R000207473 where it meets the eastern right of way boundary of the easement, thence

North along the eastern right of way boundary of the easement that runs along the western boundary of Property ID R000209737, continuing north to the point the northwest corner of Property ID R000209732 meets the southern right of way boundary of Legends Drive, thence

North across Legends Drive to the point the eastern right of way boundary of the easement meets the western boundary of Property ID R000215322, thence

Continuing north along the eastern right of way boundary of the easement to the point it meets the southern boundary of Property ID R000209651, thence

Legal Description TIRZ #4 (Continued)

West along the southern boundary of Property ID R000209651 to the point it meets the northeast corner of Property ID R000207512, thence

South along the eastern boundary of Property ID R000207512 to the point it meets the northern right of way boundary of Nolan Ryan Drive, thence

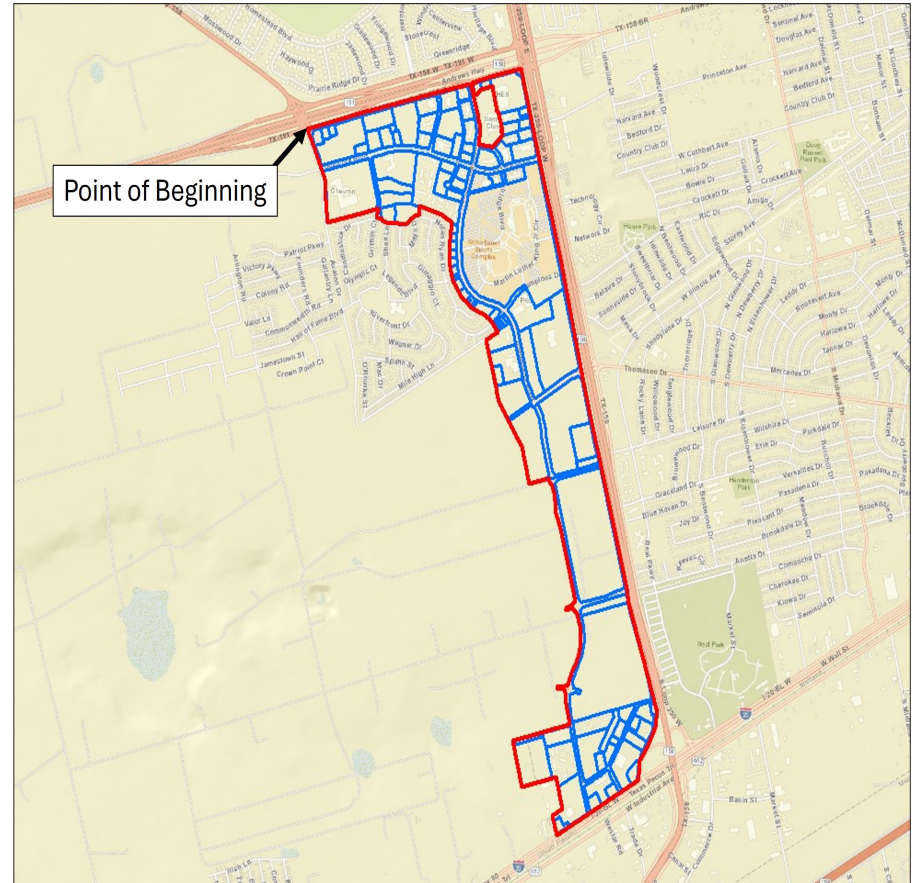
West along the northern right of way boundary of Nolan Ryan Drive to the point it meets the eastern right of way boundary of Griffith Court, thence

North along the eastern right of way boundary of Griffith Court to the point it meets the northern corner of Property ID R000209402, thence

West across Griffith Court to the southeast corner of Property ID R000209225, thence

West along the southern boundary of Property ID R000209225 to the point it meets the eastern right of way boundary of Avalon Drive, thence

North along the eastern right of way boundary of Avalon Drive to the point it meets the southern right of way boundary of State Highway 191, which is the point of beginning.



Current Conditions

Land Use

The land within the zone is primarily developed with commercial uses and vacant land well positioned for development.

Method of Relocating Persons to be Displaced

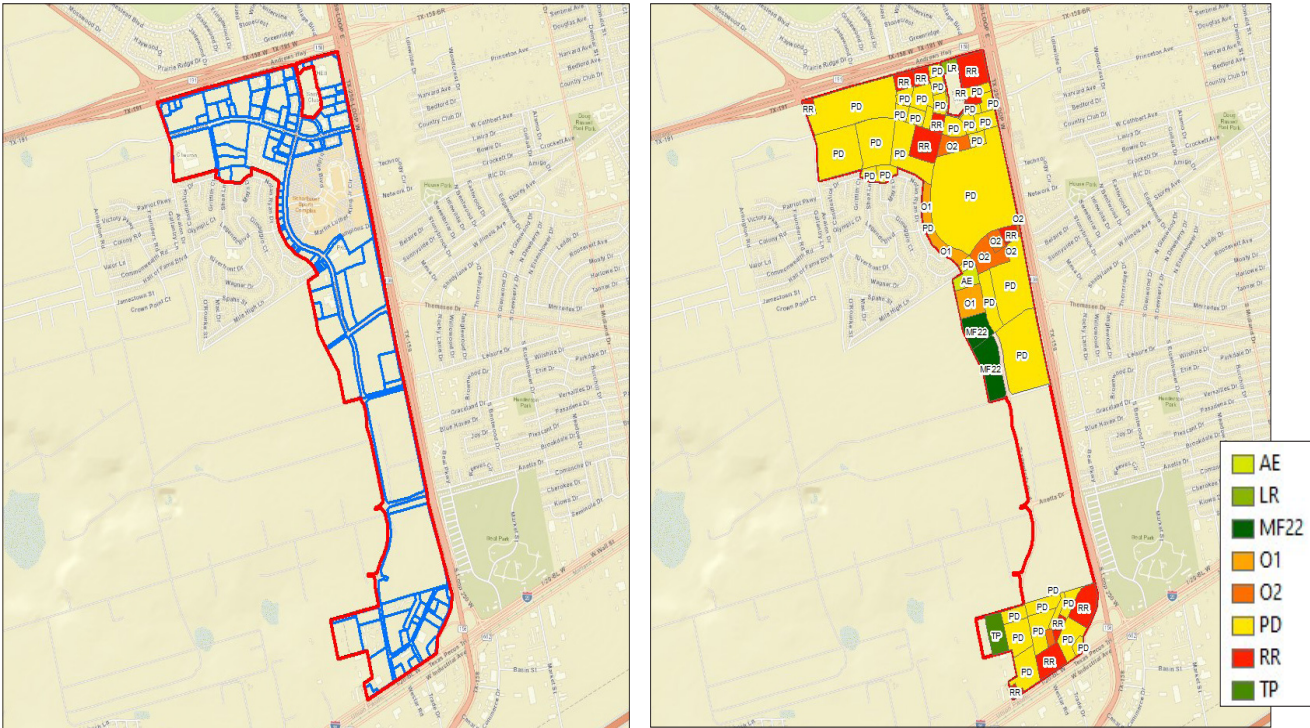
It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 112 parcels within Tax Increment Reinvestment Zone #4. The 2024 estimated taxable base value of the property within the TIRZ is \$528,539,365. The 2024 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The land within the zone is primarily zoned PD - Planned Development (shaded in yellow). The purpose of this district is to encourage higher quality development in the City by allowing flexibility in the planning and development of projects. A PD, Planned Development District may be used to permit new or innovative concepts in land utilization or diversification that could not be achieved under conventional zoning approaches. Any combination of residential, commercial, light industrial, public or recreational uses as approved by the City Council may be permitted. The balance of the zone is zoned for retail, office, multifamily, and for technology park uses. The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



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December 17, 2024

Proposed Development

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, including retail, hotel, and multifamily development. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF		Incremental Value
TIRZ #4					
Auto Dealership	2025	35,000	\$	150	\$ 5,250,000
Retail - QSR	2026	24,000	\$	500	\$ 12,000,000
Hotel	2028	75	\$	85,000	\$ 6,375,000
Multifamily	2028	200	\$	150,000	\$ 30,000,000
Total					\$ 53,625,000

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #4		
Public Utilities	\$ 1,921,938	5%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking and Transit Improvements	\$ 1,921,938	5%
Street and Intersection Improvements	\$ 1,921,938	5%
Pedestrian Enhancements	\$ 1,921,938	5%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 3,459,489	9%
Operating Reinvestment Zone Project Facilities	\$ 19,219,382	50%
Economic Development Grants	\$ 7,687,753	20%
Administrative Costs	\$ 384,388	1%
Total	\$ 38,438,763	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. Potential Project Facilities include but are not limited to the Scharbauer Sports Complex. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$38,438,763 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalytic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 50% of the real property increment for all the property within the Zone, above a 2024 base. The City of Midland will also contribute 50% of the City's 1% sales tax increment, above a 2024 base, for all the property within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #4	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	50%	0.1753310
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		0.1753310

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		0.0000000

	Sales Tax		Participation	
	City of Midland	0.01000000	50%	0.0050000
	MEDC	0.00250000	0%	0.0000000
	Midland County Hospital District	0.00250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000

Financial Feasibility Analysis - Development Input

► INPUT

INFLATION RATE	3.50%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	50%	0.1753310
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.1753310

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.01000000	50.00%	0.00500000
MEDC	0.00250000	0.00%	0.00000000
Midland County Hospital District	0.00250000	0.00%	0.00000000
Midland County	0.00500000	0.00%	0.00000000
	0.02000000		0.00500000

	Year	AREA SF/UNITS	REAL PROPERTY \$ / SF TAX VALUE	PERSONAL PROPERTY \$ / SF TAX VALUE	SALES \$ / SF TAX VALUE
Auto Dealership	2025	35,000	\$ 150.00 \$ 5,250,000	\$ 90.00 \$ 3,150,000	\$ 100.00 \$ 3,500,000
Retail - QSR	2026	24,000	\$ 500.00 \$ 12,000,000	\$ 15.00 \$ 360,000	\$ 500.00 \$ 12,000,000
Hotel	2028	75	\$ 85,000.00 \$ 6,375,000	\$ - \$ -	\$ - \$ -
Multifamily	2028	200	\$ 150,000.00 \$ 30,000,000	\$ - \$ -	\$ - \$ -
TOTAL			53,625,000	3,510,000	15,500,000

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	30.3%	\$ 18,019,009	= \$ 9,382,881	+ \$ 643,531	+ \$ 7,992,596
Midland County	13.1%	\$ 7,758,512	= \$ 3,520,741	+ \$ 241,472	+ \$ 3,996,298
Midland Hospital	7.0%	\$ 4,179,924	= \$ 2,041,740	+ \$ 140,034	+ \$ 1,998,149
Midland College	4.0%	\$ 2,372,632	= \$ 2,220,348	+ \$ 152,284	+ \$ -
Midland ISD	42.2%	\$ 25,075,896	= \$ 23,466,435	+ \$ 1,609,461	+ \$ -
MEDC	3.4%	\$ 1,998,149	= \$ -	+ \$ -	+ \$ 1,998,149
	100.0%	\$ 59,404,120	\$ 40,632,145	\$ 2,786,783	\$ 15,985,192
		100.0%	68.4%	4.7%	26.9%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	100.0%	\$ 8,687,739	= \$ 4,691,441	+ \$ -	+ \$ 3,996,298
Midland County	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland Hospital	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland College	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland ISD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
MEDC	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	\$ 8,687,739	\$ 4,691,441	\$ -	\$ 3,996,298
		100.0%	54.0%	0.0%	46.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	18.4%	\$ 9,331,270	= \$ 4,691,441	+ \$ 643,531	+ \$ 3,996,298
Midland County	15.3%	\$ 7,758,512	= \$ 3,520,741	+ \$ 241,472	+ \$ 3,996,298
Midland Hospital	8.2%	\$ 4,179,924	= \$ 2,041,740	+ \$ 140,034	+ \$ 1,998,149
Midland College	4.7%	\$ 2,372,632	= \$ 2,220,348	+ \$ 152,284	+ \$ -
Midland ISD	49.4%	\$ 25,075,896	= \$ 23,466,435	+ \$ 1,609,461	+ \$ -
MEDC	3.9%	\$ 1,998,149	= \$ -	+ \$ -	+ \$ 1,998,149
	100.0%	\$ 50,716,382	\$ 35,940,705	\$ 2,786,783	\$ 11,985,894
		100.0%	70.9%	5.5%	23.6%

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December 17, 2024

Preliminary Project and Financing Plan, TIRZ #4

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				
TOTAL TAX REVENUE																																				
REAL PROPERTY	Auto Dealership	Taxable Value Per SF	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054			
		Cumulative SF	150	155	161	166	172	178	184	190	196	202	208	214	220	226	232	238	244	250	256	262	268	274	280	286	292	297	303	309	315	321				
		Taxable Value	-	-	-	5,623,931	5,820,789	6,024,496	6,235,353	6,453,980	6,679,466	6,913,247	7,155,211	7,405,443	7,664,841	7,933,110	8,210,798	8,498,146	8,795,581	9,103,427	9,422,047	9,751,818	10,093,132	10,446,392	10,812,015	11,189,426	11,568,191	11,947,475	12,327,800	12,709,277	13,092,506	13,477,389	14,735,960			
		Taxable Value Per Unit	85,000	87,975	91,054	94,241	97,539	100,953	104,467	108,104	111,929	115,948	119,901	124,097	128,441	132,936	137,589	142,405	147,389	152,447	157,687	163,113	168,725	174,527	180,519	186,702	193,077	199,644	206,395	213,332	220,455	227,768	235,271			
		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Retail - QSR	-	Taxable Value	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403			
		Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
		Taxable Value	-	-	-	-	-	13,045,615	13,770,276	14,529,226	14,793,884	15,397,391	15,891,758	16,334,769	16,827,185	17,319,637	17,812,824	18,287,473	18,824,324	19,354,196	19,887,632	20,428,109	20,974,018	21,524,668	22,079,496	22,643,974	23,218,598	23,792,847	24,377,466	24,952,717	25,538,199	26,124,374	26,711,524	27,300,524		
		Taxable Value Per Unit	150,000	155,250	160,804	166,308	172,128	178,153	184,386	190,842	197,521	204,435	211,590	218,995	226,650	234,563	242,734	251,169	259,872	268,848	278,091	287,607	297,400	307,477	317,842	328,494	339,440	350,689	362,240	374,092	386,245	398,698	411,451			
		Taxable Value	-	-	-	-	-	35,630,459	36,877,660	38,167,379	39,504,271	40,888,921	42,317,963	43,799,062	45,322,065	46,918,682	48,560,836	50,260,455	52,019,581	53,840,267	55,724,678	57,678,040	59,693,666	61,782,944	63,945,347	66,183,424	68,499,855	70,897,350	73,378,787	75,947,013	78,605,189	81,356,339	84,200,811			
Multifamily	-	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
		Taxable Value	-	-	-	-	-	5,674,932	19,125,193	19,754,777	61,618,473	62,518,817	72,643,335	73,058,373	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335			
		Taxable Value	-	-	-	-	-	5,674,932	19,125,193	19,754,777	61,618,473	62,518,817	72,643,335	73,058,373	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335			
		Taxable Value	-	-	-	-	-	5,674,932	19,125,193	19,754,777	61,618,473	62,518,817	72,643,335	73,058,373	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335			
		Taxable Value	-	-	-	-	-	5,674,932	19,125,193	19,754,777	61,618,473	62,518,817	72,643,335	73,058,373	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335	72,643,335			
PERSONAL PROPERTY	Auto Dealership	Taxable Value Per SF	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054			
		Cumulative SF	90	93	96	100	103	107	111	115	119	123	127	131	136	141	146	151	156	162	167	173	179	185	192	199	205	213	220	228	236	244	253			
		Taxable Value	-	-	-	3,374,359	3,492,481	3,614,687	3,741,212	3,872,154	4,007,680	4,147,948	4,293,127	4,443,386	4,598,905	4,759,866	4,926,462	5,096,688	5,277,349	5,462,056	5,653,228	5,851,991	6,055,879	6,267,835	6,487,209	6,714,881	6,949,261	7,192,485	7,444,222	7,704,768	7,974,436	8,253,542	8,542,416	8,841,400		
		Taxable Value	-	-	-	3,374,359	3,492,481	3,614,687	3,741,212	3,872,154	4,007,680	4,147,948	4,293,127	4,443,386	4,598,905	4,759,866	4,926,462	5,096,688	5,277,349	5,462,056	5,653,228	5,851,991	6,055,879	6,267,835	6,487,209	6,714,881	6,949,261	7,192,485	7,444,222	7,704,768	7,974,436	8,253,542	8,542,416	8,841,400		
		Taxable Value	-	-	-	3,374,359	3,492,481	3,614,687	3,741,212	3,872,154	4,007,680	4,147,948	4,293,127	4,443,386	4,598,905	4,759,866	4,926,462	5,096,688	5,277,349	5,462,056	5,653,228	5,851,991	6,055,879	6,267,835	6,487,209	6,714,881	6,949,261	7,192,485	7,444,222	7,704,768	7,974,436	8,253,542	8,542,416	8,841,400		
Retail - QSR	-	Taxable Value	150	155	161	166	172	178	184	190	196	202	208	214	220	226	232	238	244	250	256	262	268	274	280	286	292	297	303	309	315	321	327			
		Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
		Taxable Value	-	-	-	-	-	3,374,359	3,492,481	3,614,687	3,741,212	3,872,154	4,007,680	4,147,948	4,293,127	4,443,386	4,598,905	4,759,866	4,926,462	5,096,688	5,277,349	5,462,056	5,653,228	5,851,991	6,055,879	6,267,835	6,487,209	6,714,881	6,949,261	7,192,485	7,444,222	7,704,768	7,974,436	8,253,542	8,542,416	8,841,400
		Taxable Value	-	-	-	-	-	3,374,359	3,492,481	3,614,687	3,741,212	3,872,154	4,007,680	4,147,948	4,293,127	4,443,386	4,598,905	4,759,866	4,926,462	5,096,688	5,277,349	5,462,056	5,653,228	5,851,991	6,055,879	6,267,835	6,487,209	6,714,881	6,949,261	7,192,485	7,444,222	7,704,768	7,974,436	8,253,542	8,542,416	8,841,400
		Taxable Value	-	-	-	-	-	3,374,359	3,492,481	3,614,687	3,741,212	3,872,154	4,007,680	4,147,948	4,293,127	4,443,386	4,598,905	4,759,866	4,926,462	5,096,688	5,277,349	5,462,056	5,653,228	5,851,991	6,055,879	6,267,835	6,487,209	6,714,881	6,949,261	7,192,485	7,444,222	7,704,768	7,974,436	8,253,542	8,542,416	8,841,400
City of Midland	-	Taxable Value	-	-	-	11,833	13,646	14,124	14,618	15,110	15,660	16,208	16,775	17,362	17,970	18,599	19,252	19,923	20,621	21,342	22,089	22,862	23,663	24,491	25,348	26,235	27,153	28,104	29,087	30,105	31,159	32,250	33,378	34,547		
		Taxable Value	-	-	-	11,833	13,646	14,124	14,618	15,110	15,660	16,208	16,775	17,362	17,970	18,599	19,252	19,923	20,621	21,342	22,089	22,862	23,663	24,491	25,348	26,235	27,153	28,104	29,087	30,105	31,159	32,250	33,378	34,547		
		Taxable Value	-	-	-	4,201	5,121	5,300	5,485	5,677	5,876	6,082	6,294	6,515	6,743	6,979	7,223	7,476	7,737	8,006	8,284	8,571	8,868	9,175	9,492	9,819	10,156	10,504	10,862	11,231	11,612	12,003	12,405	12,823		
		Taxable Value	-	-	-	4,201	5,121	5,300	5,485	5,677	5,876	6,082	6,294	6,515	6,743	6,979	7,223	7,476	7,737	8,006	8,284	8,571	8,868	9,175	9,492	9,819	10,156	10,504	10,862	11,231	11,612	12,003	12,405	12,823		
		Midland County	-	Taxable Value	-	-	-</																													

HOT Generated															
Revenue Year	0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
Hotel Rooms	0	0	0	0	0	75	75	75	75	75	75	75	75	75	75
Occupancy	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	-	-	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375
# of Occupied Rooms	-	-	-	0	0	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163
Average Daily Rate	\$ 150.00	\$ 155.25	\$ 160.68	\$ 166.31	\$ 172.13	\$ 178.15	\$ 184.39	\$ 190.84	\$ 197.52	\$ 204.43	\$ 211.59	\$ 219.00	\$ 226.66	\$ 234.59	\$ 242.80
Annual Taxable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,413,856	\$ 3,533,341	\$ 3,657,008	\$ 3,785,003	\$ 3,917,478	\$ 4,054,590	\$ 4,196,500	\$ 4,343,378	\$ 4,495,396	\$ 4,652,735
City Tax Rate	7% \$ -	\$ -	\$ -	\$ -	\$ -	\$ 238,970	\$ 247,334	\$ 255,991	\$ 264,950	\$ 274,223	\$ 283,821	\$ 293,755	\$ 304,036	\$ 314,678	\$ 325,691
State Tax Rate	6% \$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,831	\$ 212,000	\$ 219,420	\$ 227,100	\$ 235,049	\$ 243,275	\$ 251,790	\$ 260,603	\$ 269,724	\$ 279,164
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443,801	\$ 459,334	\$ 475,411	\$ 492,050	\$ 509,272	\$ 527,097	\$ 545,545	\$ 564,639	\$ 584,402	\$ 604,856

15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054
75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%
27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375
19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163
\$ 251.30	\$ 260.10	\$ 269.20	\$ 278.62	\$ 288.38	\$ 298.47	\$ 308.91	\$ 319.73	\$ 330.92	\$ 342.50	\$ 354.49	\$ 366.89	\$ 379.74	\$ 393.03	\$ 406.78	\$ 421.02
\$ 4,815,581	\$ 4,984,126	\$ 5,158,571	\$ 5,339,121	\$ 5,525,990	\$ 5,719,399	\$ 5,919,578	\$ 6,126,764	\$ 6,341,200	\$ 6,563,142	\$ 6,792,852	\$ 7,030,602	\$ 7,276,673	\$ 7,531,357	\$ 7,794,954	\$ 8,067,778
\$ 337,091	\$ 348,889	\$ 361,100	\$ 373,738	\$ 386,819	\$ 400,358	\$ 414,370	\$ 428,873	\$ 443,884	\$ 459,420	\$ 475,500	\$ 492,142	\$ 509,367	\$ 527,195	\$ 545,647	\$ 564,744
\$ 288,935	\$ 299,048	\$ 309,514	\$ 320,347	\$ 331,559	\$ 343,164	\$ 355,175	\$ 367,606	\$ 380,472	\$ 393,789	\$ 407,571	\$ 421,836	\$ 436,600	\$ 451,881	\$ 467,697	\$ 484,067
\$ 626,026	\$ 647,936	\$ 670,614	\$ 694,086	\$ 718,379	\$ 743,522	\$ 769,545	\$ 796,479	\$ 824,356	\$ 853,209	\$ 883,071	\$ 913,978	\$ 945,968	\$ 979,076	\$ 1,013,344	\$ 1,048,811
															\$18,334,806
															\$9,872,588
															\$8,462,218

Financial Feasibility Analysis - Anticipated TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAYLOR F RASIF FLOW
DISCOUNT RATE3.50%
6.00%

REAL PROPERTY TAX	
City of Midland	0.350000
Midland County	0.115150
Midland Hospital	0.020000
Midland College	0.020000
Midland ISD	0.872000
	1.518250

BUSINESS PERSONAL PROPERTY TAX	
City of Midland	0.350000
Midland County	0.115150
Midland Hospital	0.020000
Midland College	0.020000
Midland ISD	0.872000
	1.518250

SALES TAX	
City of Midland	0.010000
Midland County	0.020000
Midland Hospital	0.020000
Midland College	0.020000
Midland ISD	0.020000
	0.090000

TAX BASE YEAR		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS	
2024		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
REVENUE YEAR REAL PROPERTY BASE YEAR	City of Midland	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
	Midland County	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
	Midland Hospital	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
	Midland College	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
	Midland ISD	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
TAXABLE VALUE																																	
City of Midland	547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	640,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	945,556,678	981,758,160	1,016,117,625	1,051,681,742	1,088,049,603	1,126,587,774	1,166,018,347	1,206,628,989	1,246,068,003	1,292,785,383	1,338,032,672	1,384,864,022	1,433,334,263	1,483,500,962			
Midland County	547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	640,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	945,556,678	981,758,160	1,016,117,625	1,051,681,742	1,088,049,603	1,126,587,774	1,166,018,347	1,206,628,989	1,246,068,003	1,292,785,383	1,338,032,672	1,384,864,022	1,433,334,263	1,483,500,962			
Midland Hospital	547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	640,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	945,556,678	981,758,160	1,016,117,625	1,051,681,742	1,088,049,603	1,126,587,774	1,166,018,347	1,206,628,989	1,246,068,003	1,292,785,383	1,338,032,672	1,384,864,022	1,433,334,263	1,483,500,962			
Midland College	547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	640,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	945,556,678	981,758,160	1,016,117,625	1,051,681,742	1,088,049,603	1,126,587,774	1,166,018,347	1,206,628,989	1,246,068,003	1,292,785,383	1,338,032,672	1,384,864,022	1,433,334,263	1,483,500,962			
Midland ISD	547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	640,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	945,556,678	981,758,160	1,016,117,625	1,051,681,742	1,088,049,603	1,126,587,774	1,166,018,347	1,206,628,989	1,246,068,003	1,292,785,383	1,338,032,672	1,384,864,022	1,433,334,263	1,483,500,962			
TAXABLE VALUE INCREMENT																																	
City of Midland	18,498,878	37,645,216	57,481,677	77,871,713	99,199,001	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,604	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,888	954,961,597			
Midland County	18,498,878	37,645,216	57,481,677	77,871,713	99,199,001	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,604	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,888	954,961,597			
Midland Hospital	18,498,878	37,645,216	57,481,677	77,871,713	99,199,001	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,604	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,888	954,961,597			
Midland College	18,498,878	37,645,216	57,481,677	77,871,713	99,199,001	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,604	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,888	954,961,597			
Midland ISD	18,498,878	37,645,216	57,481,677	77,871,713	99,199,001	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,604	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,888	954,961,597			
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland	32,434	66,004	100,748	136,709	173,928	212,449	252,319	293,585	338,295	380,499	426,251	473,604	522,614	573,340	625,841	680,180	736,421	794,630	854,876	917,231	981,768	1,049,564	1,117,698	1,186,252	1,253,310	1,320,960	1,419,293	1,501,403	1,586,386	1,674,344	21,711,935	City of Midland	
Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County	
Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital	
Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College	
Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD	
SALES TAX		32,434	66,004	100,748	136,709	173,928	212,449	252,319	293,585	338,295	380,499	426,251	473,604	522,614	573,340	625,841	680,180	736,421	794,630	854,876	917,231	981,768	1,049,564	1,117,698	1,186,252	1,253,310	1,320,960	1,419,293	1,501,403	1,586,386	1,674,344	21,711,935	
BASE YEAR		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
ANNUAL VALUE		68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740		
ANNUAL INCREMENT		71,025,571	73,511,466	76,084,367	78,747,320	81,503,474	84,366,008	87,300,561	90,344,361	93,527,114	96,860,963	100,188,952	103,695,183	107,340,418	111,060,872	114,968,703	119,962,607	125,137,486	131,529,231	138,546,734													

Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH	3.50%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX		
0.3506620	100%	0.3506620
0.1315790	100%	0.1315790
0.0763050	100%	0.0763050
0.0829800	100%	0.0829800
0.8770000	100%	0.8770000
1.5185260		1.5185260

BUSINESS PERSONAL PROPERTY TAX		
0.3506820	100%	0.3506820
0.1315790	100%	0.1315790
0.0763050	100%	0.0763050
0.0829800	100%	0.0829800
0.8770000	100%	0.8770000
1.5185260		1.5185260

City of Midland
MEDC
Midland County Hospital District
Midland County

TAX	
%	0.0100000
%	0.0025000
%	0.0025000
%	0.0050000
	0.0200000

REVENUE YEAR		TAX BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS	
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
BASE YEAR	City of Midland	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365			
	Midland County	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365			
	Midland Hospital	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365			
	Midland College	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365			
	Midland ISD	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365		
TAXABLE VALUE	City of Midland	547,038.243	506,184.581	586,001.042	606,511.078	627,738.996	640,708.830	672,448.074	696,985.412	720,344.902	745,556.973	771,651.487	798,659.289	826,612.343	855,543.775	885,487.807	916,478.880	948,506.676	981,756.100	1,016,117.125	1,051,681.742	1,088,400.603	1,126,587.774	1,166,018.347	1,206,828.899	1,249,008.003	1,292,765.183	1,338,032.872	1,384,864.022	1,433,324.323	1,483,500.862			
	Midland County	547,038.243	506,184.581	586,001.042	606,511.078	627,738.996	640,708.830	672,448.074	696,985.412	720,344.902	745,556.973	771,651.487	798,659.289	826,612.343	855,543.775	885,487.807	916,478.880	948,506.676	981,756.100	1,016,117.125	1,051,681.742	1,088,400.603	1,126,587.774	1,166,018.347	1,206,828.899	1,249,008.003	1,292,765.183	1,338,032.872	1,384,864.022	1,433,324.323	1,483,500.862			
	Midland Hospital	547,038.243	506,184.581	586,001.042	606,511.078	627,738.996	640,708.830	672,448.074	696,985.412	720,344.902	745,556.973	771,651.487	798,659.289	826,612.343	855,543.775	885,487.807	916,478.880	948,506.676	981,756.100	1,016,117.125	1,051,681.742	1,088,400.603	1,126,587.774	1,166,018.347	1,206,828.899	1,249,008.003	1,292,765.183	1,338,032.872	1,384,864.022	1,433,324.323	1,483,500.862			
	Midland College	547,038.243	506,184.581	586,001.042	606,511.078	627,738.996	640,708.830	672,448.074	696,985.412	720,344.902	745,556.973	771,651.487	798,659.289	826,612.343	855,543.775	885,487.807	916,478.880	948,506.676	981,756.100	1,016,117.125	1,051,681.742	1,088,400.603	1,126,587.774	1,166,018.347	1,206,828.899	1,249,008.003	1,292,765.183	1,338,032.872	1,384,864.022	1,433,324.323	1,483,500.862			
	Midland ISD	547,038.243	506,184.581	586,001.042	606,511.078	627,738.996	640,708.830	672,448.074	696,985.412	720,344.902	745,556.973	771,651.487	798,659.289	826,612.343	855,543.775	885,487.807	916,478.880	948,506.676	981,756.100	1,016,117.125	1,051,681.742	1,088,400.603	1,126,587.774	1,166,018.347	1,206,828.899	1,249,008.003	1,292,765.183	1,338,032.872	1,384,864.022	1,433,324.323	1,483,500.862			
TAXABLE VALUE INCREMENT	City of Midland	18,498.878	37,645.216	57,861.677	77,971.713	99,160.011	121,704.405	143,910.309	167,440.047	191,805.537	217,017.608	243,112.102	270,119.904	298,072.978	327,004.410	356,948.442	387,940.515	420,071.311	443,216.795	478,576.280	523,142.377	559,951.288	598,048.409	637,478.982	678,289.024	720,528.638	764,236.018	809,493.507	854,324.657	904,754.868	954,961.587			
	Midland County	18,498.878	37,645.216	57,861.677	77,971.713	99,160.011	121,704.405	143,910.309	167,440.047	191,805.537	217,017.608	243,112.102	270,119.904	298,072.978	327,004.410	356,948.442	387,940.515	420,071.311	443,216.795	478,576.280	523,142.377	559,951.288	598,048.409	637,478.982	678,289.024	720,528.638	764,236.018	809,493.507	854,324.657	904,754.868	954,961.587			
	Midland Hospital	18,498.878	37,645.216	57,861.677	77,971.713	99,160.011	121,704.405	143,910.309	167,440.047	191,805.537	217,017.608	243,112.102	270,119.904	298,072.978	327,004.410	356,948.442	387,940.515	420,071.311	443,216.795	478,576.280	523,142.377	559,951.288	598,048.409	637,478.982	678,289.024	720,528.638	764,236.018	809,493.507	854,324.657	904,754.868	954,961.587			
	Midland College	18,498.878	37,645.216	57,861.677	77,971.713	99,160.011	121,704.405	143,910.309	167,440.047	191,805.537	217,017.608	243,112.102	270,119.904	298,072.978	327,004.410	356,948.442	387,940.515	420,071.311	443,216.795	478,576.280	523,142.377	559,951.288	598,048.409	637,478.982	678,289.024	720,528.638	764,236.018	809,493.507	854,324.657	904,754.868	954,961.587			
	Midland ISD	18,498.878	37,645.216	57,861.677	77,971.713	99,160.011	121,704.405	143,910.309	167,440.047	191,805.537	217,017.608	243,112.102	270,119.904	298,072.978	327,004.410	356,948.442	387,940.515	420,071.311	443,216.795	478,576.280	523,142.377	559,951.288	598,048.409	637,478.982	678,289.024	720,528.638	764,236.018	809,493.507	854,324.657	904,754.868	954,961.587			
REVENUE A TAXABLE VALUE GROWTH																																		
REVENUE A TAXABLE VALUE GROWTH	City of Midland	24,449	132,007	201,496	273,417	347,855	424,899	504,338	587,170	672,589	765,598	852,520	947,208	1,045,229	1,146,880	1,251,683	1,360,380	1,474,841	1,589,259	1,709,752	1,834,482	1,963,336	2,097,129	2,235,387	2,378,504	2,526,620	2,679,020	2,838,586	3,002,845	3,172,722	3,348,887	41,423.870	City of Midland	
	Midland County	24,449	132,007	201,496	273,417	347,855	424,899	504,338	587,170	672,589	765,598	852,520	947,208	1,045,229	1,146,880	1,251,683	1,360,380	1,474,841	1,589,259	1,709,752	1,834,482	1,963,336	2,097,129	2,235,387	2,378,504	2,526,620	2,679,020	2,838,586	3,002,845	3,172,722	3,348,887	16,263.851	Midland County	
	Midland Hospital	14,116	79,725	43,896	59,498	75,688	92,459	109,817	127,770	146,357	165,895	185,507	205,112	227,445	249,521	268,018	284,507	302,648	345,657	372,047	395,184	427,271	456,341	484,423	517,589	546,798	574,049	604,454	632,419	660,442	688,478	728,818	8,448.522	Midland Hospital
	Midland College	15,250	31,248	47,892	64,104	82,136	100,547	119,143	137,947	159,100	180,244	201,734	224,145	247,348	269,196	291,313	313,530	348,530	370,079	404,258	434,104	464,448	524,861	528,980	562,845	595,635	634,771	671,718	710,778	750,799	792,724	10,275.743	Midland College	
	Midland ISD	10,325	330,141	603,599	680,872	869,880	1,062,065	1,262,093	1,468,550	1,682,135	1,903,244	2,132,089	2,368,952	2,614,100	2,867,629	3,130,438	3,412,338	3,808,552	3,974,711	4,270,051	4,582,769	4,910,772	5,264,885	5,590,691	5,948,003	6,319,035	6,702,438	7,098,258	7,509,978	7,935,051	8,372,615	10,275.743	Midland ISD	

SALES TAX	2019		2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		2043		2044		2045		2046		2047		2048		2049		2050		2051		2052		2053		2054																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
	289,191	871,852	872,878	1,184,521	1,506,372	1,840,095	2,185,311	2,542,712	2,912,617	3,295,489	3,691,729	4,101,841	4,528,316	4,969,647	5,420,356	5,899,875	6,398,254	6,915,254	7,450,254	7,999,254	8,552,254	9,122,254	9,704,000	10,296,254	10,900,000	11,515,254	12,142,000	12,780,254	13,429,000	14,089,254	14,760,000	15,441,254	16,133,000	16,835,254	17,548,000	18,271,254	19,005,000	19,749,254	20,504,000	21,269,254	22,045,000	22,831,254	23,628,000	24,435,254	25,253,000	26,081,254	26,920,000	27,769,254	28,629,000	29,499,254	30,379,000	31,269,254	32,169,000	33,079,254	33,999,000	34,929,254	35,869,000	36,819,254	37,779,000	38,749,254	39,729,000	40,719,254	41,719,000	42,729,254	43,749,000	44,779,254	45,819,000	46,869,254	47,929,000	48,999,254	49,079,000	50,169,254	51,269,000	52,379,254	53,499,000	54,629,254	55,769,000	56,919,254	58,079,000	59,249,254	60,429,000	61,619,254	62,819,000	64,029,254	65,249,000	66,479,254	67,719,000	68,969,254	70,229,000	71,489,254	72,759,000	74,039,254	75,319,000	76,609,254	77,909,000	79,219,254	80,539,000	81,869,254	83,209,000	84,559,254	85,919,000	87,289,254	88,669,000	89,049,254	90,439,000	91,839,254	93,249,000	94,669,254	96,099,000	97,539,254	98,989,000	100,449,254	101,919,000	103,399,254	104,889,000	106,389,254	107,899,000	109,419,254	110,949,000	112,489,254	114,039,000	115,599,254	117,169,000	118,749,254	120,339,000	121,939,254	123,549,000	125,169,254	126,799,000	128,439,254	130,089,000	131,749,254	133,419,000	135,099,254	136,789,000	138,489,254	140,199,000	141,919,254	143,649,000	145,389,254	147,139,000	148,899,254	150,669,000	152,449,254	154,239,000	156,039,254	157,849,000	159,669,254	161,499,000	163,339,254	165,189,000	167,049,254	168,919,000	170,799,254	172,689,000	174,589,254	176,499,000	178,419,254	180,349,000	182,289,254	184,239,000	186,199,254	188,169,000	190,149,254	192,139,000	194,139,254	196,149,000	198,169,254	200,199,000	202,239,254	204,289,000	206,349,254	208,419,000	210,499,254	212,579,000	214,669,254	216,769,000	218,879,254	220,999,000	223,119,254	225,249,000	227,379,254	229,519,000	231,669,254	233,819,000	235,979,254	238,149,000	240,319,254	242,499,000	244,679,254	246,869,000	249,069,254	251,279,000	253,489,254	255,709,000	257,929,254	260,159,000	262,389,254	264,629,000	266,869,254	269,119,000	271,369,254	273,619,000	275,869,254	278,129,000	280,389,254	282,649,000	284,909,254	287,179,000	289,449,254	291,719,000	293,989,254	296,269,000	298,549,254	300,829,000	303,109,254	305,389,000	307,669,254	309,949,000	312,229,254	314,509,000	316,789,254	319,069,000	321,349,254	323,629,000	325,909,254	328,189,000	330,469,254	332,749,000	335,029,254	337,309,000	339,589,254	341,869,000	344,149,254	346,429,000	348,709,254	350,989,000	353,269,254	355,549,000	357,829,254	360,109,000	362,389,254	364,669,000	366,949,254	369,229,000	371,509,254	373,789,000	376,069,254	378,349,000	380,629,254	382,909,000	385,189,254	387,469,000	389,749,254	392,029,000	394,309,254	396,589,000	398,869,254	401,149,000	403,429,254	405,709,000	407,989,254	410,269,000	412,549,254	414,829,000	417,109,254	419,389,000	421,669,254	423,949,000	426,229,254	428,509,000	430,789,254	433,069,000	435,349,254	437,629,000	439,909,254	442,189,000	444,469,254	446,749,000	449,029,254	451,309,000	453,589,254	455,869,000	458,149,254	460,429,000	462,709,254	464,989,000	467,269,254	469,549,000	471,829,254	474,109,000	476,389,254	478,669,000	480,949,254	483,229,000	485,509,254	487,789,000	490,069,254	492,349,000	494,629,254	496,909,000	499,189,254	501,469,000	503,749,254	506,029,000	508,309,254	510,589,000	512,869,254	515,149,000	517,429,254	519,709,000	521,989,254	524,269,000	526,549,254	528,829,000	531,109,254	533,389,000	535,669,254	537,949,000	540,229,254	542,509,000	544,789,254	547,069,000	549,349,254	551,629,000	553,909,254	556,189,000	558,469,254	560,749,000	563,029,254	565,309,000	567,589,254	569,869,000	572,149,254	574,429,000	576,709,254	578,989,000	581,269,254	583,549,000	585,829,254	588,109,000	590,389,254	592,669,000	594,949,254	597,229,000	599,509,254	601,789,000	604,069,254	606,349,000	608,629,254	610,909,000	613,189,254	615,469,000	617,749,254	620,029,000	622,309,254	624,589,000	626,869,254	629,149,000	631,429,254	633,709,000	635,989,254	638,269,000	640,549,254	642,829,000	645,109,254	647,389,000	649,669,254	651,949,000	654,229,254	656,509,000	658,789,254	661,069,000	663,349,254	665,629,000	667,909,254	670,189,000	672,469,254	674,749,000	677,029,254	679,309,000	681,589,254	683,869,000	686,149,254	688,429,000	690,709,254	692,989,000	695,269,254	697,549,000	699,829,254	702,109,000	704,389,254	706,669,000	708,949,254	711,229,000	713,509,254	715,789,000	718,069,254	720,349,000	722,629,254	724,909,000	727,189,254	729,469,000	731,749,254	734,029,000	736,309,254	738,589,000	740,869,254	743,149,000	745,429,254	747,709,000	750,029,254	752,309,000	754,589,254	756,869,000	759,149,254	761,429,000	763,709,254	765,989,000	768,269,254	770,549,000	772,829,254	775,109,000	777,389,254	779,669,000	781,949,254	784,229,000	786,509,254	788,789,000	791,069,254	793,349,000	795,629,254	797,909,000	800,189,254	802,469,000	804,749,254	807,029,000	809,309,254	811,589,000	813,869,254	816,149,000	818,429,254	820,709,000	822,989,254	825,269,000	827,549,254	829,829,000	832,109,254	834,389,000	836,669,254	838,949,000	841,229,254	843,509,000	845,789,254	848,069,000	850,349,254	852,629,000	854,909,254	857,189,000	859,469,254	861,749,000	864,029,254	866,309,000	868,589,254	870,869,000	873,149,254	875,429,000	877,709,254	880,029,000	882,309,254	884,589,000	886,869,254	889,149,000	891,429,254	893,709,000	895,989,254	898,269,000	900,549,254	902,829,000	905,109,254	907,389,000	909,669,254	911,949,000	914,229,254	916,509,000	918,789,254	921,069,000	923,349,254	925,629,000	927,909,254	930,189,000	932,469,254	934,749,000	937,029,254	939,309,000	941,589,254	943,869,000	946,149,254	948,429,000	950,709,254	952,989,000	955,269,254	957,549,000	959,829,254	962,109,000	964,389,254	966,669,000	968,949,254	971,229,000	973,509,254	975,789,000	978,069,254	980,349,000	982,629,254	984,909,000	987,189,254	989,469,000	991,749,254	994,029,000	996,309,254	998,589,000	1,000,869,254	1,003,149,000	1,005,429,254	1,007,709,000	1,010,029,254	1,012,309,000	1,014,589,254	1,016,869,000	1,019,149,254	1,021,429,000	1,023,709,254	1,025,989,000	1,028,269,254	1,030,549,000	1,032,829,254	1,035,109,000	1,037,389,254	1,039,669,000	1,041,949,254	1,044,229,000	1,046,509,254	1,048,789,000	1,051,069,254	1,053,349,000	1,055,629,254	1,057,909,000	1,060,189,254	1,062,469,000	1,064,749,254	1,067,029,000	1,069,309,254	1,071,589,000	1,073,869,254	1,076,149,000	1,078,429,254	1,080,709,000	1,082,989,254	1,085,269,000	1,087,549,254	1,089,829,000	1,092,109,254	1,094,389,000	1,096,669,254	1,098,949,000	1,101,229,254	1,103,509,000	1,105,789,254	1,108,069,000	1,110,349,254	1,112,629,000	1,114,909,254	1,117,189,000	1,119,469,254	1,121,749,000	1,124,029,254	1,126,309,000	1,128,589,254	1,130,869,000	1,133,149,254	1,135,429,000	1,137,709,254	1,139,989,000	1,142,269,254	1,144,549,000	1,146,829,254	1,149,109,000	1,151,389,254	1,153,669,000	1,155,949,254	1,158,229,000	1,160,509,254	1,162,789,000	1,165,069,254	1,167,349,000	1,169,629,254	1,171,909,000	1,174,189,254	1,176,469,000	1,178,749,254	1,181,029,000	1,183,309,254	1,185,589,000	1,187,869,254	1,190,149,000	1,192,429,254	1,194,709,000	1,196,989,254	1,199,269,000	1,201,549,254	1,203,829,000	1,206,109,254	1,208,389,000	1,210,669,254	1,212,949,000	1,215,229,254	1,217,509,000	1,219,789,254	1,222,069,000	1,224,349,254	1,226,629,000	1,228,909,254	1,231,189,000	1,233,469,254	1,235,749,000	1,238,029,254	1,240,309,000	1,242,589,254	1,244,869,000	1,247,149,254	1,249,429,000	1,251,709,254	1,253,989,000	1,256,269,254	1,258,549,000	1,260,829,254	1,263,109,000	1,265,389,254	1,267,669,000	1,269,949,254	1,272,229,000	1,274,509,254	1,276,789,000	1,279,069,254	1,281,349,000	1,283,629,254	1,285,909,000	1,288,189,254	1,290,469,000	1,292,749,254	1,295,029,000	1,297,309,254	1,299,589,000	1,301,869,254	1,304,149,000	1,306,429,254	1,308,709,000	1,310,989,254	1,313,269,000	1,315,549,254	1,317,829,000	1,320,109,254	1,322,389,000	1,324,669,254	1,326,949,000	1,329,229,254	1,331,509,000	1,333,789,254	1,336,069,000	1,338,349,254	1,340,629,000	1,342,909,254	1,345,189,000	1,347,469,254	1,349,749,000	1,352,029,254	1,354,309,000	1,356,589,254	1,358,869,000	1,361,149,254	1,363,429,000	1,365,709,254	1,367,989,000	1,370,269,254	1,372,549,000	1,374,829,254	1,377,109,000	1,379,389,254	1,381,669,000	1,383,949,254	1,386,229,000	1,388,509,254	1,390,789,000	1,393,069,254	1,395,349,000	1,397,629,254	1,399,909,000	1,402,189,254	1,404,469,000	1,406,749,254	1,409,029,000	1,411,309,254	1,413,589,000	1,415,869,254	1,418,149,000	1,420,429,254	1,422,709,000	1,424,989,254	1,427,269,000	1,429,549,254	1,431,829,000	1,434,109,254	1,436,389,000	1,438,669,254	1,440,949,000	1,443,229,254	1,445,509,000	1,447,789,254	1,450,069,000	1,452,349,254	1,454,629,000	1,456,909,254	1,459,189,000	1,461,469,254	1,463,749,000	1,466,029,254	1,468,309,000	1,470,589,254	1,472,86

REVENUE A1																																	
	City of Midland	24,018	48,877	74,806	101,236	128,797	157,324	186,848	217,406	249,034	281,768	315,646	350,714	387,008	424,571	463,450	503,689	545,336	588,441	633,055	679,230	727,021	776,488	827,681	880,668	936,510	992,271	1,051,019	1,111,823	1,174,755	1,238,889	16,078.179	City of Midland
	MEDC	6,005	12,219	18,652	25,309	32,199	39,331	46,712	54,362	62,226	70,442	78,912	87,679	96,752	106,143	115,862	125,922	136,334	147,110	158,264	169,808	181,755	194,121	206,920	220,167	233,877	248,068	262,755	277,566	293,689	309,972	4,019.545	MEDC
	Midland County Hospital District	6,005	12,219	18,652	25,309	32,199	39,331	46,712	54,362	62,226	70,442	78,912	87,679	96,752	106,143	115,862	125,922	136,334	147,110	158,264	169,808	181,755	194,121	206,920	220,167	233,877	248,068	262,755	277,566	293,689	309,972	4,019.545	Midland County H
	Midland County	12,009	24,439	37,303	50,618	64,399	78,662	93,424	108,763	124,517	140,884	157,829	175,357	193,404	212,286	231,725	251,884	272,668	294,221	316,570	339,615	363,511	388,243	413,840	440,334	467,755	496,135	525,529	555,911	587,377	619,945	8,108.390	Midland County
		48,097	97,755	149,213	202,472	237,485	314,647	389,067	470,177	589,472	714,912	864,143	1,031,064	1,207,377	1,394,454	1,598,322	1,818,282	2,067,000	2,344,551	2,658,100	3,006,464	3,393,810	3,822,811	4,299,334	4,819,334	5,385,255	5,999,529	6,664,529	7,384,529	8,159,529	8,999,529		

HOT TAX	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
BASE YEAR	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	
ANNUAL VALUE	37,536,598	38,850,378	40,210,142	41,617,497	43,074,109	44,581,703	46,142,862	47,757,035	49,428,531	51,158,529	52,949,078	54,802,296	56,720,378	58,705,589	60,760,265	62,886,895	65,087,896	67,366,014	69,723,824	72,164,158	74,689,904	77,304,055	80,009,692	82,810,031	85,708,362	88,708,176	91,812,962	95,026,416	98,352,340	101,794,672	
ANNUAL INCREMENT	1,269,354	2,583,134	3,942,898	5,350,253	6,800,865	8,314,459	9,874,818	11,489,791	13,161,287	14,891,285	16,681,834	18,535,052	20,453,132	22,438,345	24,493,041	26,618,651	28,820,692	31,098,770	33,456,590	35,896,914	38,422,680	41,038,806	43,742,448	46,542,787	49,441,138	52,440,932	55,548,718	58,759,172	62,085,096	65,527,428	

REVENUE A	City of Midland		88,856	180,819	276,091	374,818	476,481	582,012	691,337	804,285	921,296	1,042,306	1,167,728	1,297,654	1,431,719	1,570,684	1,714,613	1,863,738	2,017,448	2,176,914	2,341,961	2,512,754	2,689,586	2,872,878	3,061,871	3,267,995	3,486,080	3,670,886	3,868,200	4,113,142	4,345,957	4,598,500	48,446,564	
REVENUE 1																																		
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054			
	0	5,620,931	10,125,365	19,736,772	33,686,678	65,518,167	68,222,975	70,181,865	73,085,271	75,841,259	78,260,876	81,031,057	83,807,142	86,622,494	89,560,561	92,666,012	95,826,474	99,067,858	103,004,733	106,702,428	110,437,073	114,302,600	118,300,299	122,444,440	126,729,072	131,164,329	135,755,286	140,506,521	145,434,329	150,542,374				
		3,719,969	7,102,766	14,027,896	25,456,773	49,655,773	51,465,773	53,465,773	55,645,773	57,995,773	60,515,773	63,205,773	66,075,773	69,125,773	72,355,773	75,765,773	79,355,773	83,135,773	87,115,773	91,295,773	95,675,773	100,255,773	105,035,773	110,015,773	115,195,773	120,575,773	126,155,773	131,935,773	137,915,773	144,095,773	150,475,773			

City of Midland	0	31,554	80,712	83,537	237,354	246,282	254,902	263,824	273,057	282,614	292,506	302,744	313,340	324,307	335,657	347,405	359,585	372,149	385,175	398,656	412,609	427,050	441,997	457,467	473,478	490,050	507,201	524,963	543,327	562,343	10,028.43	City of Midland
Midland County	0	11,840	30,286	31,178	81,777	82,413	95,467	98,995	102,469	106,408	109,767	113,599	117,175	121,690	125,949	130,927	134,902	139,642	144,519	149,568	154,823	160,242	165,851	171,655	177,663	183,981	190,317	196,978	203,873	211,008	2,788.21	Midland County
Midland Hospital	0	6,986	17,263	18,346	49,179	53,592	55,947	57,439	59,418	61,498	63,650	65,878	68,174	70,570	73,040	75,596	78,242	80,981	83,825	86,749	89,765	92,862	96,100	99,540	103,186	106,938	110,782	114,729	118,729	122,887	3,161.25	Midland Hospital
Midland College	0	7,457	19,009	19,899	52,360	56,390	58,260	60,330	62,431	64,561	66,714	68,894	71,101	73,433	75,890	78,476	81,092	83,739	86,417	89,126	91,866	94,638	97,443	100,280	103,150	106,054	108,992	111,964	114,969	118,002	2,373.92	Midland College
Midland TSO	0	79,915	201,869	208,924	595,119	615,948	637,506	659,819	682,914	706,814	731,553	757,157	783,168	811,006	839,472	868,855	899,265	930,709	963,315	997,031	1,031,927	1,068,054	1,105,428	1,144,116	1,183,160	1,225,608	1,268,592	1,312,904	1,359,651	1,408,811	25,075.96	Midland TSO

	0	136,641	269,679	261,782	1,039,446	1,086,614	1,193,484	1,162,478	1,192,483	1,223,489	1,268,664	1,311,018	1,366,384	1,404,393	1,463,448	1,504,432	1,507,878	1,611,076	1,607,981	1,736,380	1,798,731	1,849,320	1,914,647	1,981,038	2,050,737	2,124,128	2,196,413	2,273,287	2,352,862	2,435,202	41,418,102
REVENUE 2 - SALES TAX	0	3,749,286	17,185,127	17,789,807	18,400,138	19,053,458	19,720,320	20,410,540	21,124,089	21,864,281	22,629,531	23,411,564	24,241,313	25,099,765	25,967,907	26,876,704	27,817,437	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,952	36,630,267	37,912,358	39,239,200	40,612,665	42,034,108	43,505,302	
SALES	0	3,749,286	17,185,127	17,789,807	18,400,138	19,053,458	19,720,320	20,410,540	21,124,089	21,864,281	22,629,531	23,411,564	24,241,313	25,099,765	25,967,907	26,876,704	27,817,437	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,952	36,630,267	37,912,358	39,239,200	40,612,665	42,034,108	43,505,302	
City of Madison	0	50,493	273,873	277,860	284,004	290,432	297,145	304,182	311,145	318,041	324,906	331,742	338,545	345,333	352,107	358,876	365,632	372,374	379,101	385,814	392,514	399,202	405,878	412,542	419,196	425,839	432,472	439,095	445,708	452,311	7,000,000
City of Madison	0	50,493	273,873	277,860	284,004	290,432	297,145	304,182	311,145	318,041	324,906	331,742	338,545	345,333	352,107	358,876	365,632	372,374	379,101	385,814	392,514	399,202	405,878	412,542	419,196	425,839	432,472	439,095	445,708	452,311	7,000,000

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REVENUE 3 - HOTEL OCCUPANCY TAX																																
		0	0	0	0	3,419,899	3,630,341	3,057,000	3,786,000	3,917,478	4,054,560	4,196,500	4,343,378	4,485,390	4,652,735	4,815,581	4,984,120	5,158,571	5,339,121	5,525,960	5,719,399	5,919,578	6,128,764	6,341,200	6,563,142	6,792,892	7,030,692	7,278,673	7,531,367	7,794,954	8,067,778	
City of Midland		0	0	0	0	238,970	247,334	255,991	264,950	274,223	283,821	293,755	304,036	314,678	325,691	337,091	348,889	361,100	373,738	386,819	400,358	414,370	428,873	443,884	459,420	475,500	492,142	509,367	527,195	545,647	564,744	City of Midland

	0	0	0	0	238,970	247,334	255,991	264,990	274,223	283,821	293,780	304,036	314,678	325,691	337,091	348,889	361,190	373,738	386,819	400,358	414,370	428,873	443,884	459,420	476,500	493,142	509,367	527,195	545,647	564,764	9,872,088
REVENUE A, AL, A2, 1, 2, 3	417,002	1,061,863	1,991,087	2,478,494	3,078,048	4,421,081	5,064,408	5,997,447	6,211,159	6,846,361	7,503,775	8,184,209	8,888,458	9,617,356	10,371,766	11,152,078	11,960,720	12,797,147	13,662,840	14,560,850	15,486,212	16,446,001	17,439,443	18,467,625	19,531,794	20,633,208	21,773,172	22,953,053	24,174,193	25,438,091	348,965,744

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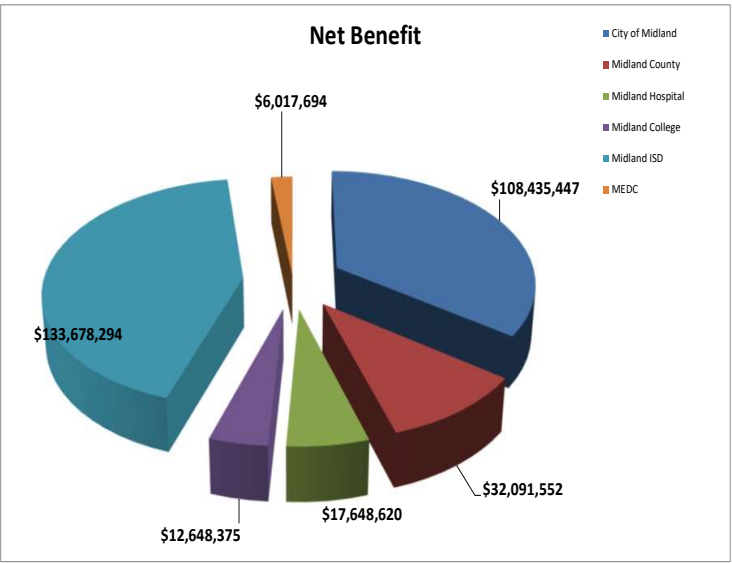
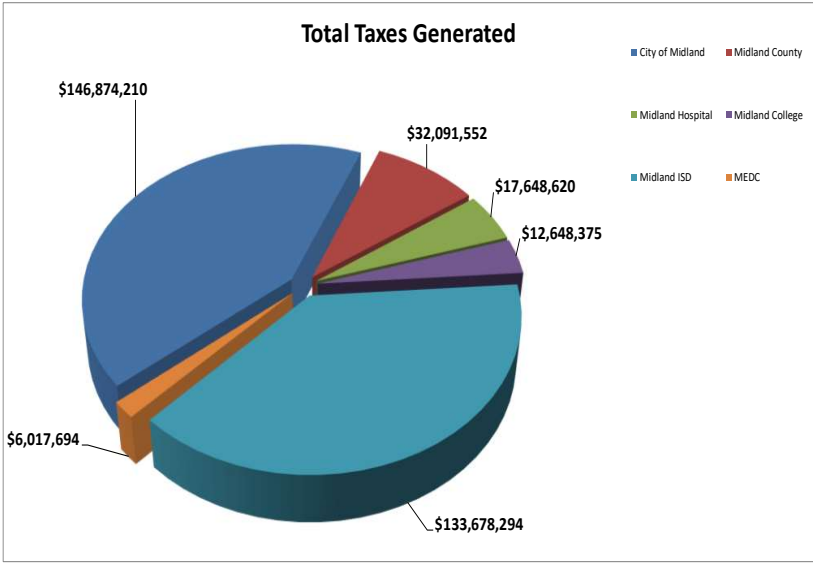
		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
City of Maryland	\$	177,742	\$	430,751	\$	804,688	\$	1,010,573	\$	1,614,148	\$	1,848,395	\$	2,060,820	\$	2,347,740	\$	2,601,443	\$	2,870,235	\$	3,146,435	\$	3,436,372	\$	3,734,386	\$	4,042,831	\$	4,362,072	\$	4,695,488	\$	5,034,465	\$	5,388,413	\$	5,754,749	\$	6,133,907	\$	6,526,335	\$	6,932,498	\$	7,362,877	\$	7,787,969	\$	8,238,290	\$	8,704,372	\$	9,188,766	\$	9,686,045	\$	10,202,798	\$	10,737,637																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													

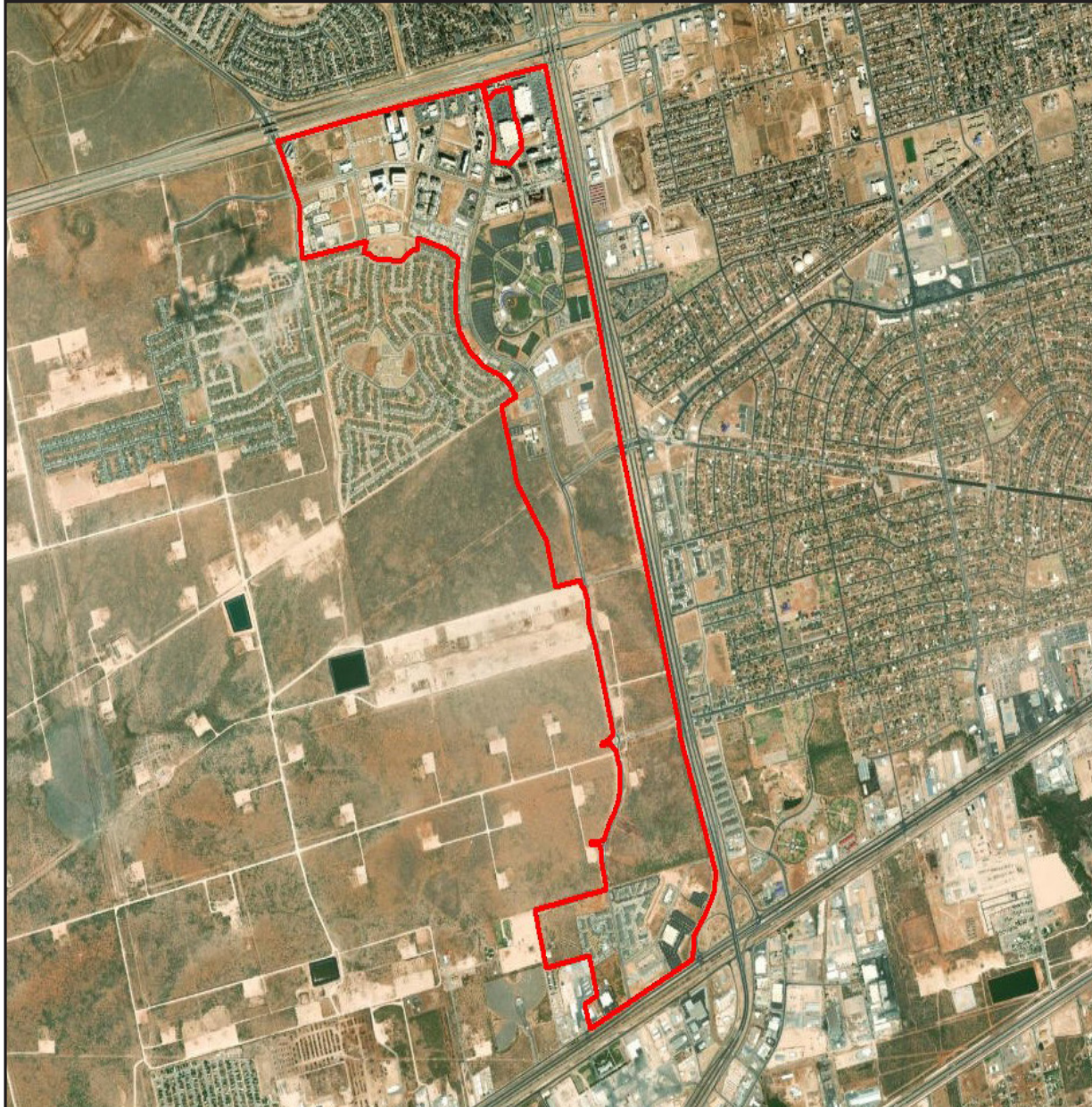
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Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$146,874,210	\$38,438,763	\$108,435,447
Midland County	\$32,091,552	\$0	\$32,091,552
Midland Hospital	\$17,648,620	\$0	\$17,648,620
Midland College	\$12,648,375	\$0	\$12,648,375
Midland ISD	\$133,678,294	\$0	\$133,678,294
MEDC	\$6,017,694	\$0	\$6,017,694
Total	\$348,958,745	\$38,438,763	\$310,519,981

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$146,874,210	\$38,438,763	\$108,435,447
City of Midland - Real Property	\$52,806,751	\$26,403,376	\$26,403,376
City of Midland - Personal Property	\$643,531	\$0	\$643,531
City of Midland - Sales	\$24,070,775	\$12,035,388	\$12,035,388
City of Midland -HOT	\$69,353,152	\$0	\$69,353,152





Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000227271	1107 WINDHAVEN DR	2.96	BLK: 008, LOT: 011A, ADDN: WESTRIDGE PARK, SEC 52	MIDLAND TW DEVELOPMENT LP	\$ 515,750
R000226646	6205 ANDREWS HWY	0.78	BLK: 007, LOT: 010B, ADDN: WESTRIDGE PARK SEC 46	CJ REAL ESTATE II LLC	\$ 135,910
R000226645	6301 ANDREWS HWY	0.83	BLK: 007, LOT: 010A, ADDN: WESTRIDGE PARK SEC 46	KENT LUBRICATION CENTER (OFFICE)	\$ 144,620
R000226375	5606 STARBOARD DR	0.656086	BLK: 003, LOT: 013, ADDN: GATEWAY PLAZA SEC 14	OPEN DOOR REAL ESTATE LLC	\$ 79,060
R000226374	5606 STARBOARD DR	1.641851	BLK: 003, LOT: 012, ADDN: GATEWAY PLAZA SEC 14	OPEN DOOR REAL ESTATE LLC	\$ 196,450
R000225187	5800 W HWY 00080	10.75227	BLK: 001C, LOT: 001, ADDN: CYCLES SEC 3	TJH MANAGEMENT LLC	\$ 2,390,380
R000225186	5800 W HWY 00080	1.419904	BLK: 001B, LOT: 001, ADDN: CYCLES SEC 3	MOUTRAY PROPERTIES WORKING INTEREST LLC	\$ 456,160
R000221592	6000 DEAUVILLE BLVD	0.376509	BLK: 007, LOT: 05D, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND OWNER LLC	\$ 8,650
R000221591	6000 DEAUVILLE BLVD	2.446869	BLK: 007, LOT: 05C, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND MAC DEVELOPMENT LP	\$ 56,300
R000220728	5704 DEUVILLE BLVD	1.971948	BLK: 003, LOT: 06D, ADDN: WESTRIDGE PARK, SEC 45	KJ TEXAS PROPERTIES LLC	\$ 5,782,922
R000220098	0 TRADEWINDS RD	8.86182	BLK: 001, LOT: 003, WESTRIDGE PARK, SECTION 42	FFI HUNTSVILLE LLC	\$ 177,220
R000219028	1200 GRIFFITH DR	3.92877	BLK: 008, LOT: 01D, ADDN: WESTRIDGE PARK, SEC 41	PLAINS MARKETING LP	\$ 15,364,155
R000218728	0 S LOOP 00250 W	5.924759	5.98 AC OUT OF N/PART, SEC: 1, BLK: 40-T2S	MIDLAND CITY OF	\$ -
R000218727	0 S LOOP 00250 W	10.4583	10.406 AC OUT OF S/2, SEC: 48, BLK: 40-T1S	MIDLAND CITY OF	\$ -
R000218713	0 S LOOP 00250 W	4.467524	4.487 AC OUT OF NW/4, SEC: 48, BLK: 40-T1S	MIDLAND CITY OF	\$ -
R000218308	6023 ANDREWS HWY	14.14	BLK: 007, LOT: 010, ADDN: WESTRIDGE PARK, SEC 39	MIDLAND OWNER LLC	\$ 324,990
R000218307	6001 ANDREWS HWY	5.052046	BLK: 007, LOT: 009, ADDN: WESTRIDGE PARK, SEC 39	MIDLAND OWNER LLC	\$ 116,200
R000218306	6100 DEAUVILLE BLVD	1.349671	BLK: 007, LOT: 06A, ADDN: WESTRIDGE PARK, SEC 39	DEAUVILLE HOLDINGS COMPANY INC	\$ 1,836,380
R000218305	6000 DEAUVILLE BLVD	2.651913	BLK: 007, LOT: 05B, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND OWNER LLC	\$ 61,000
R000216908	5910 DEAUVILLE BLVD	0.991835	BLK: 007, LOT: 008, ADDN: WESTRIDGE PARK, SEC 38	ANADARKO PETROLEUM CORPORATION	\$ 23,000
R000216907	5900 DEAUVILLE BLVD	8.883489	BLK: 007, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 38	ANADARKO PETROLEUM CORPORATION	\$ 69,780,328
R000216835	0 S LOOP 00250 W	28.96	NW/4, SEC: 48, BLK: 40-T1S	WESTRIDGE VILLAGE LP	\$ 611,580
R000215322	701 TRADEWINDS BLVD	0.656817	BLK: 008, LOT: 10A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 2,310,560
R000215319	707 TRADEWINDS BLVD	0.545363	BLK: 008, LOT: 09A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,425,960
R000215312	801 TRADEWINDS BLVD	0.522151	BLK: 008, LOT: 08A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,489,630
R000215311	807 TRADEWINDS BLVD	0.521522	BLK: 008, LOT: 07A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,567,610
R000215310	901 TRADEWINDS BLVD	0.529735	BLK: 008, LOT: 06A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,567,900
R000215309	907 TRADEWINDS BLVD	0.547236	BLK: 008, LOT: 05A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,517,750
R000214242	5615 DEAUVILLE BLVD	3.241881	BLK: 005, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 33	DOC DEAUVILLE BOULEVARD MOBS LLC	\$ 17,529,730
R000214241	5609 DEAUVILLE BLVD	1.31	BLK: 005, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 33	DOC DEAUVILLE BOULEVARD MOBS LLC	\$ 2,193,830
R000213626	301 TRADEWINDS BLVD	5.224493	BLK: 001, LOT: 002, ADDN: WESTRIDGE PARK, SEC 32	MIDLAND CITY OF	\$ -
R000212988	--	0.056621	BLK: 004, LOT: 01B, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT(0.05 AC OUT OF)	HIGH INVESTMENTS LLC	\$ 4,360
R000212654	515 TRADEWINDS BLVD	0.058808	BLK: 009, LOT: 03D, ADDN: WESTRIDGE PARK, SEC 29	JAMES A BUDDY DAVIDSON CHARITABLE FOUNDATION	\$ -
R000212653	507 TRADEWINDS BLVD	0.058808	BLK: 009, LOT: 03C, ADDN: WESTRIDGE PARK, SEC 29	JAMES A BUDDY DAVIDSON CHARITABLE FOUNDATION	\$ -
R000212652	507 TRADEWINDS BLVD	0.06012	BLK: 009, LOT: 03B, ADDN: WESTRIDGE PARK, SEC 29	SREH LLC	\$ 391,000
R000212651	507 TRADEWINDS BLVD	0.06012	BLK: 009, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 29	SREH LLC	\$ 391,000
R000212650	507 TRADEWINDS BLVD	0.569077	BLK: 009, (COMMON AREA "A"), ADDN: WESTRIDGE PARK, SEC 29	TRADEWINDS OFFICE PARK PROP	\$ 99,620
R000212283	6101 ANDREWS HWY	1.447979	BLK: 000, LOT: 007, ADDN: WESTRIDGE PARK, SEC 28	KENT DISTRIBUTORS INC	\$ 625,997

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000211834	1200 GRIFFITH DR	4.005479	BLK: 008, LOT: 01C, ADDN: WESTRIDGE PARK, SEC 41	FP WESTRIDGE ENERGY PLAZA LP	\$ 697,840
R000211833	6001 DEAUVILLE BLVD	11.86845	BLK: 008, LOT: 01A, ADDN: WESTRIDGE PARK, SEC 30	OCCIDENTAL PERMIAN LIMITED	\$ 48,754,216
R000211573	1115 TRADEWINDS BLVD	1.425306	BLK: 011, LOT: 002, ADDN: WESTRIDGE PARK, SEC 27,CORRECTION PLAT	1115 TRADEWINDS LLC	\$ 1,304,830
R000211572	1119 TRADEWINDS BLVD	1.427637	BLK: 011, LOT: 001, ADDN: WESTRIDGE PARK, SEC 27, CORRECTION PLAT	LA MISSION RAMIREZ LLC	\$ 2,111,620
R000211571	1101 WINDHAVEN DR	1.484837	BLK: 008, LOT: 013, ADDN: WESTRIDGE PARK, SEC 27, CORRECTION PLAT	SERENITY HOTELS LLC	\$ 7,737,041
R000211568	5711 DEAUVILLE BLVD	1.482558	BLK: 008, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 27,CORRECTION PLAT	RUMA LLC	\$ 258,170
R000211117	5700 W HWY 0080	1.242946	BLK: 001,LOT: 04A, ADDN: GATEWAY PLAZA, SEC 9	EQUITY COMMERCIAL PROPERTIES LLC	\$ 147,340
R000209737	401 TRADEWINDS BLVD	1.003488	BLK: 009,LOT: 006,ADDN: WESTRIDGE PARK, SEC 25	INSIGNIA YOGIJI LLC	\$ 1,269,630
R000209735	501 TRADEWINDS BLVD	1.669274	BLK: 009,LOT: 004,ADDN: WESTRIDGE PARK, SEC 25	SPROUTS ENERGY LLC	\$ 2,317,930
R000209733	601 TRADEWINDS BLVD	0.828251	BLK: 009,LOT: 002,ADDN: WESTRIDGE PARK, SEC 25	SMC DIVERSIFIED HOLDINGS INC	\$ 90,200
R000209732	607 TRADEWINDS BLVD	0.826294	BLK: 009,LOT: 001,ADDN: WESTRIDGE PARK, SEC 25	TRIPLE HEALTHCARE SERVICES LLC	\$ 89,980
R000209651	5801 DEAUVILLE BLVD	17.09079	BLK: 008, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 26	JDM	\$ 47,472,360
R000209402	--	0.314491	BLK: 008, COMMON AREA D, ADDN: LEGENDS PARK SEC 5	LEGENDS PARK HOA	\$ 140
R000209310	1700 TRADEWINDS BLVD	4.390238	BLK: 004, LOT: 01C, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT	HGH INVESTMENTS LLC	\$ 375,490
R000209288	5608 WESTRIDGE RD	2.11775	BLK: 002, LT: 6-D, ADDN: WESTRIDGE PARK, SEC 24	5608 WESTRIDGE MIDLAND LLC	\$ 369,000
R000209287	1401 N LOOP 00250 W	1.23402	BLK: 002, LT: 6-C, ADDN: WESTRIDGE PARK, SEC 24	SWQ LOOP 250 & 191 LLC	\$ 1,131,213
R000209286	1307 N LOOP 00250 W	1.607356	BLK: 002, LT: 6-B, ADDN: WESTRIDGE PARK, SEC 24	SWQ LOOP 250 & 191 LLC	\$ 1,915,038
R000209225	6301 DEAUVILLE BLVD	24.88041	BLK: 010, LOT: 001, ADDN: WESTRIDGE PARK, SEC 23	CHEVRON USA INC	\$ 73,537,838
R000209081	5511 SEABOARD AV	2.656639	BLK: 002,LOT: 006B, ADDN: GATEWAY PLAZA, SEC 6	SALAZAR SERVICE & TRUCKING CORP	\$ 4,862,000
R000208937	6000 NOLAN RYAN DR	2.361107	COMMON AREA C, ADDN: LEGENDS PARK SEC 4	LEGENDS PARK HOA	\$ 1,030
R000208413	1301 N LOOP 00250 W	4.171084	BLK: 002, LOT 008, ADDN: WESTRIDGE PARK	MCRT MIDLAND 3 LP	\$ 12,196,573
R000208412	1808 TRADEWINDS BLVD	10.21999	BLK: 004, LOT: 01B, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT	MACK MIDLAND LLC	\$ 34,807,030
R000208179	5509 CHAMPIONS DR	10.1063	BLK: 006, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 35	EOG RESOURCES INC	\$ 39,898,159
R000207934	5716 DEAUVILLE BLVD	2.984348	BLK: 003, LOT: 008A, ADDN: WESTRIDGE PARK, SEC 18	MIDLAND SHS DEVELOPMENT LP	\$ 8,514,206
R000207732	5508 DEAUVILLE BLVD	2.511122	BLK: 002, LOT: 007, ADDN: WESTRIDGE PARK, SEC 17	MCRT MIDLAND 2 LP	\$ 5,644,419
R000207512	5900 NOLAN RYAN DR	4.266299	COMMON AREA B, ADDN: LEGENDS PARK	LEGENDS PARK HOA	\$ 1,860
R000207477	5601 CHAMPIONS DR	0.315291	BLK: 003, LOT: 058, ADDN: LEGENDS PARK	TERRY TYLER ZACHARY	\$ 368,080
R000207476	5603 CHAMPIONS DR	0.288656	BLK: 003, LOT: 057, ADDN: LEGENDS PARK	SOTO JULIO CESAR	\$ 389,850
R000207475	5605 CHAMPIONS DR	0.216285	BLK: 003, LOT: 056, ADDN: LEGENDS PARK	SUN SINATH	\$ 331,360
R000207474	5607 CHAMPIONS DR	0.190775	BLK: 003, LOT: 055, ADDN: LEGENDS PARK	MALDONADO FRANCISCO	\$ 339,350
R000207473	5609 CHAMPIONS DR	0.22017	BLK: 003, LOT: 054, ADDN: LEGENDS PARK	HANNSZ JEREMY CLAY	\$ 354,760
R000207186	--	2.584005	BLK: 003, LOT: 010, ADDN: GATEWAY PLAZA SEC 2	GRACE PARTNERSHIP LLC	\$ 1,120
R000207185	1701 TRADEWINDS BLVD	6.041376	BLK: 003, LOT: 009, ADDN: GATEWAY PLAZA SEC 5	MIDLAND GW PLAZA APARTMENTS LP	\$ 6,392,888
R000207184	1811 TRADEWINDS BLVD	9.078175	BLK: 003, LOT: 08A, ADDN: GATEWAY PLAZA SEC 11	TEXAS HOUSING FOUNDATION	\$ -
R000207183	5708 STARBOARD DR	1.610792	BLK: 003, LOT: 07A, ADDN: GATEWAY PLAZA SEC 10	VANSH HOTEL LLC	\$ 2,844,815
R000207178	5518 STARBOARD DR	1.647323	BLK: 003, LOT: 002A, ADDN: GATEWAY PLAZA SEC 7	JARA HOTELS LLC	\$ 5,683,167
R000207177	5504 STARBOARD DR	1.950497	BLK: 003, LOT: 01A, ADDN: GATEWAY PLAZA SEC 7	NANA HOTELS LLC	\$ 241,060
R000206868	5501 STARBOARD DR	2.374482	BLK: 002.LOT: 007,ADDN: GATEWAY PLAZA	MIDLAND INVESTMENT PARTNERS LLC	\$ 280,310

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000206867	5511 STARBOARD DR	1.185013	BLK: 002, LOT: 006A, ADDN: GATEWAY PLAZA, SEC 6	SALAZAR SERVICE & TRUCKING CORP	\$ 142,550
R000206866	5519 STARBOARD DR	2.295873	BLK: 002, LOT: 005, ADDN: GATEWAY PLAZA	CINERGY ACQUISITIONS LLC	\$ 275,520
R000206863	1917 LIBERTY DR	1.716397	BLK: 002, LOT: 002A, ADDN: GATEWAY PLAZA, SEC 3	GRACE PARTNERSHIP LLC	\$ 750
R000206862	1917 LIBERTY DR	8.179412	BLK: 002, LOT: 001A, ADDN: GATEWAY PLAZA, SEC 3	CINERGY CINEMAS MIDLAND LP	\$ 7,250,000
R000206857	5716 W HWY 00080	1.627994	BLK: 001, LOT: 001, ADDN: GATEWAY PLAZA	EQUITY COMMERCIAL PROPERTIES LLC	\$ 195,260
R000206605	5801 ANDREWS HWY	3.563495	BLK: 007, LOT: 003, ADDN: WESTRIDGE PARK, SEC 16	CAVENDER REAL ESTATE OF MIDLAND II LLC	\$ 5,232,850
R000206604	1505 CATALINA DR	3.011311	BLK: 007, LOT: 002A, ADDN: WESTRIDGE PARK, SEC 22	AHIP TX MIDLAND 1505 PROPERTIES LLC	\$ 6,422,567
R000206603	1401 CATALINA DR	2.03223	BLK: 007, LOT: 001A, ADDN: WESTRIDGE PARK, SEC 22	AHIP TX MIDLAND 1401 PROPERTIES LLC	\$ 5,447,626
R000206600	5715 ANDREWS HWY	3.250437	BLK: 003, LOT: 06C, ADDN: WESTRIDGE PARK, SEC 16	LUSSO REAL ESTATE LLC	\$ 3,547,960
R000206151	1201 TRADEWINDS BLVD	0.990627	BLK: 003, LOT: 05B, ADDN: WESTRIDGE PARK, SEC 14	RIOM CORPORATION	\$ 1,233,390
R000204372	207 TRADEWINDS BLVD	2.121508	BLK: 001, LOT: 001, ADDN: WESTRIDGE PARK, SEC 1	EQUITY TRUST COMPANY CUSTODIAN	\$ 231,960
R000204271	5606 WESTRIDGE BLVD	2.001815	BLK: 002, LT: 6-A, ADDN: WESTRIDGE PARK, SEC 24	BURTON HOTEL GROUP	\$ 4,700,000
R000203925	0 S LOOP 00250 W	308.7646	S/2, SEC: 48, BLK: 40-T1S	CUMBERLAND & WESTERN RESOURCES LLC	\$ -
R000111361	301 N LOOP 00250 W	28.47591	BLK: 006, LOT: 01A, ADDN: WESTRIDGE PARK, SEC 9	CRESTVIEW BAPTIST CHURCH	\$ -
R000105912	5904 W HWY 00080	1.595068	SW/PART, SEC: 1, BLK: 40-T2S	FRANKS STEPHEN B	\$ 446,006
R000058156	5607 ANDREWS HWY	0.80795	BLK: 002, LOT: 005, ADDN: WESTRIDGE PARK, SEC 8	SAMS REAL ESTATE BUSINESS TRUST	\$ 541,090
R000058062	1403 N LOOP 00250 W	2.396634	BLK: 002, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 34	SUMMIT MIDLAND LLC	\$ 4,750,000
R000057884	303 W N LOOP 00250	7.846894	BLK: 006, LOT: 001, ADDN: WESTRIDGE PARK, SEC 6	GPV MIDLAND #2 LP	\$ 157,200
R000057880	5509 DEAUVILLE BLVD	2.533078	BLK: 005, LOT: 001, ADDN: WESTRIDGE PARK, SEC 6	MCRT MIDLAND 1 LP	\$ 5,976,748
R000057879	5612 DEAUVILLE BLVD	3.521342	BLK: 004, LOT: 01C, ADDN: WESTRIDGE PARK, SEC 21	BURTON HOTEL GROUP	\$ 4,789,980
R000057877	1500 CATALINA DR	6.23795	BLK: 003, LOT: 06E, ADDN: WESTRIDGE PARK, SEC 45	LUSSO REAL ESTATE LLC	\$ 1,143,890
R000057876	1207 TRADEWINDS BLVD	1.207283	BLK: 003, LOT: 05A, ADDN: WESTRIDGE PARK, SEC 14	RIOM CORPORATION	\$ 2,064,070
R000057875	1401 TRADEWINDS BLVD	2.82367	BLK: 003, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 15	SUMMIT NCI JV 175 LLC	\$ 9,899,967
R000057873	1505 TRADEWINDS BLVD	2.268028	BLK: 003, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 10	MIDLAND PLATINUM II LP	\$ 6,386,246
R000051295	5707 ANDREWS HWY	1.501957	BLK: 003, LOT: 001, ADDN: WESTRIDGE PARK, SEC 5	DEWITT PARTNERS LTD	\$ 1,010,530
R000051294	5407 ANDREWS HWY A	11.03935	BLK: 002, LOT: 003, ADDN: WESTRIDGE PARK, SEC 4	HEB GROCERY CO LP	\$ 8,866,220
R000051293	5509 ANDREWS HWY	0.844905	BLK: 002, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 8	KOUZAR LLC AND HENRY BAY HOLDINGS LLC	\$ 887,090
R000051289	207 TRADEWINDS BLVD	7.876931	BLK: 001, LOT: 001 LESS 2.13 AC, ADDN: WESTRIDGE PARK, SEC 1	TRADEWINDS MIDLAND LLC	\$ 4,498,910
R000007527	0 S LOOP 00250 W	216.5845	N/PART, SEC: 1, BLK: 40-T2S	CUMBERLAND & WESTERN RESOURCES LLC	\$ -
R000007518	5904 W HWY 00080	13.92513	8.67 AC OUT OF SEC: 1, BLK: 40-T2S	FRANKS STEPHEN B	\$ 182,070
R000007517	--	17.54951	NE/4, SEC: 48, BLK: 40-T1S	TRADEWINDS & THOMASON APARTMENTS LLC	\$ 351,000
--	5514 CHAMPIONS DR	101.88	--	--	\$ -
--	400 S LOOP 250 W	7.07	--	--	\$ -
--	5701 STARBOARD DR	4.858099	--	--	\$ -
--	410 S LOOP 250 W	1.61	--	--	\$ -
--	1407 N LOOP 250 W	0.76797	--	--	\$ -

Tax Increment Reinvestment Zone #4 City of Midland, Texas



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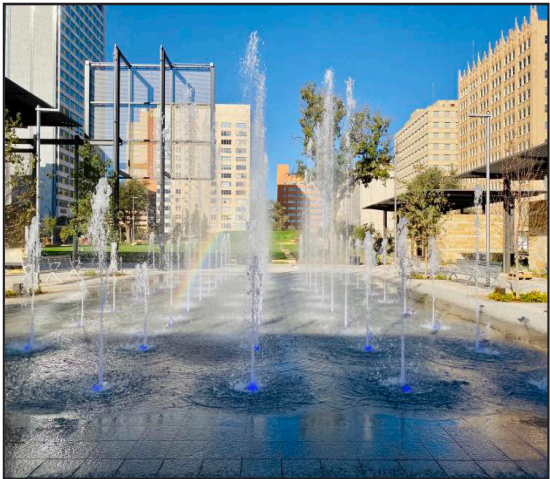
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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool includes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

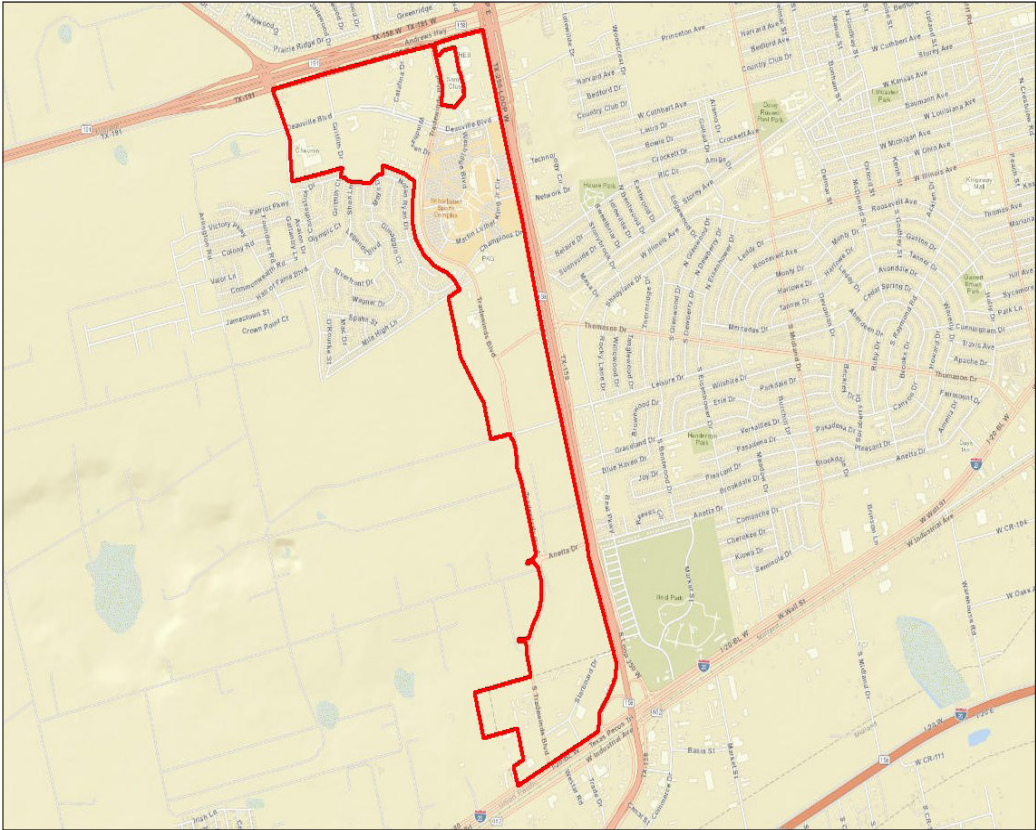
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #4, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 12, 2024, the City Council of the City of Midland, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Four, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #4 (TIRZ #4) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of \$38,438,763 in public improvements related to water, sanitary sewer, and storm water facilities, street and intersection improvements, open space and park facilities, utilities and street lighting, as well as costs associated with operating reinvestment zone project facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ Boundary

Boundary Description

TIRZ #4 consists of approximately 1,066 acres located within the city limits of the City of Midland and within the City’s extraterritorial jurisdiction. The legal description for the zone is described in detail below.

Legal Description TIRZ #4

Beginning at the point where the southern right of way boundary of State Highway 191 meets the eastern right of way boundary of Avalon Drive, thence

East along the southern right of way of State Highway 191 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

South along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the northern right of way boundary of Westridge Boulevard, thence

East along the northern right of way boundary of Westridge Boulevard to the point it meets the southeast corner of Property ID R000051291, thence

North along the eastern boundary of Property ID R000051291, continuing west along the northern boundary of Property ID R000051291 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

North along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the southern right of way of State Highway 191, thence

East along the southern right of way of State Highway 191 to the point it meets the western right of way boundary of TX-250 Loop, thence

South along the western right of way boundary of TX-250 Loop, continuing along the western right of way boundary of the TX-250 Loop access road, to the point it meets the northern right of way boundary of W Highway 80, thence

West along the northern right of way boundary of W Highway 80 to the point it meets the southwest corner of Property ID R000225186, thence

North along the western boundary of Property ID R000225186 to the point it meets the western boundary of Property ID R000225187, thence

North along the western boundary of Property ID R000225187 to the point it meets the western boundary of Property ID R000208412, thence

North along the western boundary of Property ID R000208412, continuing west to the point it meets the southeast corner of Property ID R000007518, thence

West then north along the boundary of Property ID R000007518 to the point it meets the southwest corner of Property ID R000105912, thence

North then east along the boundary of Property ID R000105912 to the point it meets the northwest corner of Property ID R000209310, thence

West across the northern boundary of Property ID R000209310 to the point it meets the western right of way boundary of Tradewinds Boulevard, thence

North along the western right of way boundary of Tradewinds Boulevard to the point it meets the southeast corner of Property ID R000007517, thence

West then north along the west boundary of Property ID R000007517 to the point it meets the southern right of way boundary of Thomason Drive, thence

North across Thomason Drive to the southwest corner of Property ID R000220098, thence

North along the western boundary of Property ID R000220098 to the point it meets the southwest corner of Property ID R000204372, thence

North along the western boundary of Property ID R000204372, continuing north along the western boundary of Property ID R000051289, continuing north along the western boundary of Property ID R000213626 to the northwest corner of Property ID R000213626, thence

East along the northern boundary of Property ID R000213626, thence

North to the southwest corner of Property ID R000207473, thence

North along the western boundary of Property ID R000207473 where it meets the eastern right of way boundary of the easement, thence

North along the eastern right of way boundary of the easement that runs along the western boundary of Property ID R000209737, continuing north to the point the northwest corner of Property ID R000209732 meets the southern right of way boundary of Legends Drive, thence

North across Legends Drive to the point the eastern right of way boundary of the easement meets the western boundary of Property ID R000215322, thence

Continuing north along the eastern right of way boundary of the easement to the point it meets the southern boundary of Property ID R000209651, thence

Legal Description TIRZ #4 (Continued)

West along the southern boundary of Property ID R000209651 to the point it meets the northeast corner of Property ID R000207512, thence

South along the eastern boundary of Property ID R000207512 to the point it meets the northern right of way boundary of Nolan Ryan Drive, thence

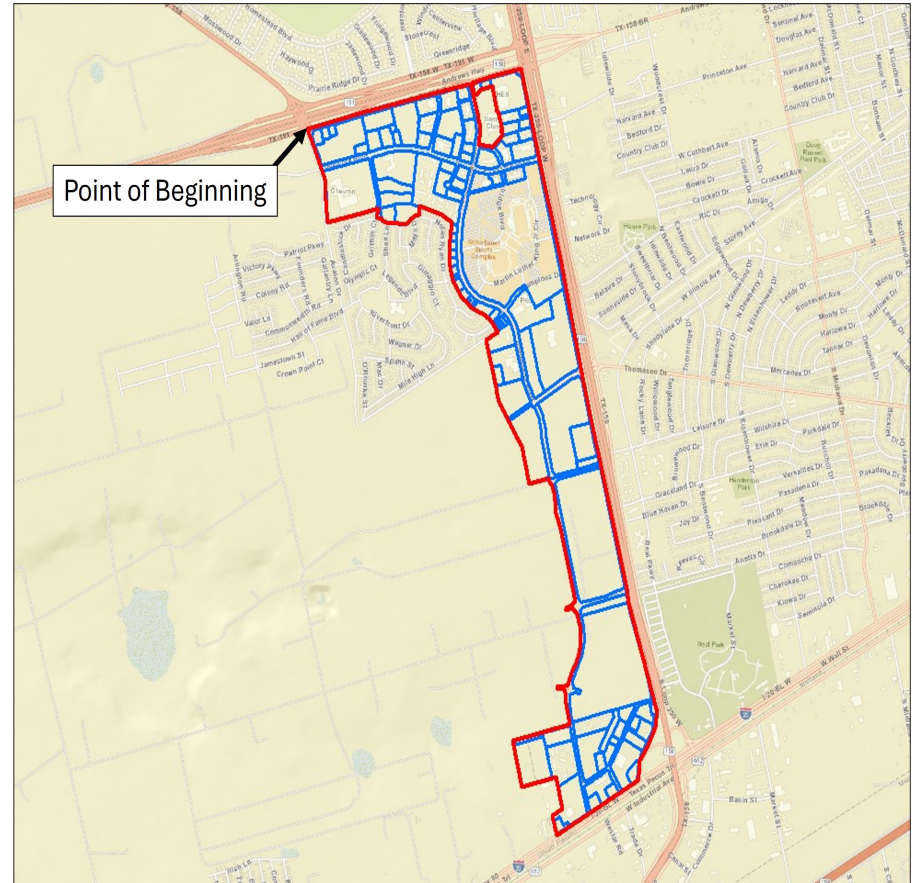
West along the northern right of way boundary of Nolan Ryan Drive to the point it meets the eastern right of way boundary of Griffith Court, thence

North along the eastern right of way boundary of Griffith Court to the point it meets the northern corner of Property ID R000209402, thence

West across Griffith Court to the southeast corner of Property ID R000209225, thence

West along the southern boundary of Property ID R000209225 to the point it meets the eastern right of way boundary of Avalon Drive, thence

North along the eastern right of way boundary of Avalon Drive to the point it meets the southern right of way boundary of State Highway 191, which is the point of beginning.



Current Conditions

Land Use

The land within the zone is primarily developed with commercial uses and vacant land well positioned for development.

Method of Relocating Persons to be Displaced

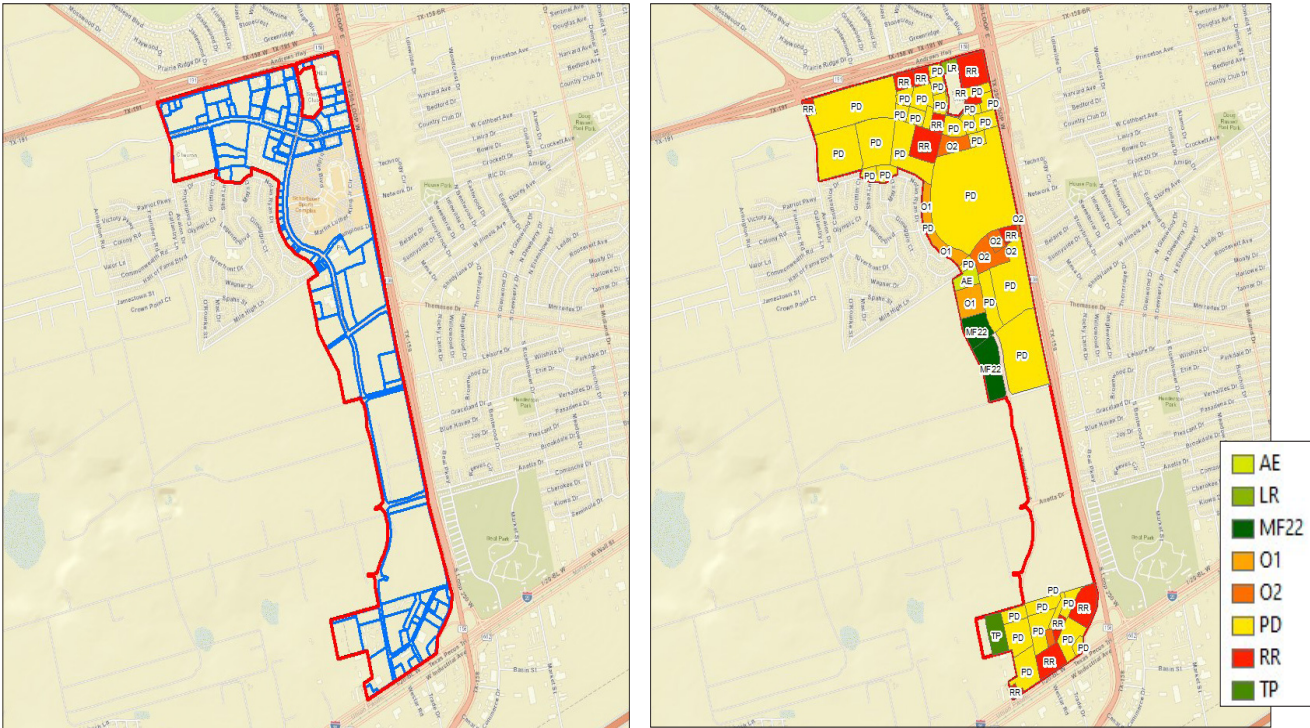
It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 112 parcels within Tax Increment Reinvestment Zone #4. The 2024 estimated taxable base value of the property within the TIRZ is \$528,539,365. The 2024 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The land within the zone is primarily zoned PD - Planned Development (shaded in yellow). The purpose of this district is to encourage higher quality development in the City by allowing flexibility in the planning and development of projects. A PD, Planned Development District may be used to permit new or innovative concepts in land utilization or diversification that could not be achieved under conventional zoning approaches. Any combination of residential, commercial, light industrial, public or recreational uses as approved by the City Council may be permitted. The balance of the zone is zoned for retail, office, multifamily, and for technology park uses. The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



PACKET

37.40

December 17, 2024

Proposed Development

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, including retail, hotel, and multifamily development. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF		Incremental Value
TIRZ #4					
Auto Dealership	2025	35,000	\$	150	\$ 5,250,000
Retail - QSR	2026	24,000	\$	500	\$ 12,000,000
Hotel	2028	75	\$	85,000	\$ 6,375,000
Multifamily	2028	200	\$	150,000	\$ 30,000,000
Total					\$ 53,625,000

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #4		
Public Utilities	\$ 1,921,938	5%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking and Transit Improvements	\$ 1,921,938	5%
Street and Intersection Improvements	\$ 1,921,938	5%
Pedestrian Enhancements	\$ 1,921,938	5%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 3,459,489	9%
Operating Reinvestment Zone Project Facilities	\$ 19,219,382	50%
Economic Development Grants	\$ 7,687,753	20%
Administrative Costs	\$ 384,388	1%
Total	\$ 38,438,763	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. Potential Project Facilities include but are not limited to the Scharbauer Sports Complex. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$38,438,763 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalytic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 50% of the real property increment for all the property within the Zone, above a 2024 base. The City of Midland will also contribute 50% of the City's 1% sales tax increment, above a 2024 base, for all the property within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #4	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	50%	0.1753310
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		0.1753310

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		0.0000000

	Sales Tax		Participation	
	City of Midland	0.01000000	50%	0.0050000
	MEDC	0.00250000	0%	0.0000000
	Midland County Hospital District	0.00250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000

Financial Feasibility Analysis - Development Input

► INPUT

INFLATION RATE	3.50%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	50%	0.1753310
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.1753310

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.01000000	50.00%	0.00500000
MEDC	0.00250000	0.00%	0.00000000
Midland County Hospital District	0.00250000	0.00%	0.00000000
Midland County	0.00500000	0.00%	0.00000000
	0.02000000		0.00500000

	Year	AREA SF/UNITS	REAL PROPERTY \$ / SF TAX VALUE	PERSONAL PROPERTY \$ / SF TAX VALUE	SALES \$ / SF TAX VALUE
Auto Dealership	2025	35,000	\$ 150.00 \$ 5,250,000	\$ 90.00 \$ 3,150,000	\$ 100.00 \$ 3,500,000
Retail - QSR	2026	24,000	\$ 500.00 \$ 12,000,000	\$ 15.00 \$ 360,000	\$ 500.00 \$ 12,000,000
Hotel	2028	75	\$ 85,000.00 \$ 6,375,000	\$ - \$ -	\$ - \$ -
Multifamily	2028	200	\$ 150,000.00 \$ 30,000,000	\$ - \$ -	\$ - \$ -
TOTAL			53,625,000	3,510,000	15,500,000

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	30.3%	\$ 18,019,009	= \$ 9,382,881	+ \$ 643,531	+ \$ 7,992,596
Midland County	13.1%	\$ 7,758,512	= \$ 3,520,741	+ \$ 241,472	+ \$ 3,996,298
Midland Hospital	7.0%	\$ 4,179,924	= \$ 2,041,740	+ \$ 140,034	+ \$ 1,998,149
Midland College	4.0%	\$ 2,372,632	= \$ 2,220,348	+ \$ 152,284	+ \$ -
Midland ISD	42.2%	\$ 25,075,896	= \$ 23,466,435	+ \$ 1,609,461	+ \$ -
MEDC	3.4%	\$ 1,998,149	= \$ -	+ \$ -	+ \$ 1,998,149
	100.0%	\$ 59,404,120	\$ 40,632,145	\$ 2,786,783	\$ 15,985,192
		100.0%	68.4%	4.7%	26.9%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	100.0%	\$ 8,687,739	= \$ 4,691,441	+ \$ -	+ \$ 3,996,298
Midland County	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland Hospital	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland College	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Midland ISD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
MEDC	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	\$ 8,687,739	\$ 4,691,441	\$ -	\$ 3,996,298
		100.0%	54.0%	0.0%	46.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Midland	18.4%	\$ 9,331,270	= \$ 4,691,441	+ \$ 643,531	+ \$ 3,996,298
Midland County	15.3%	\$ 7,758,512	= \$ 3,520,741	+ \$ 241,472	+ \$ 3,996,298
Midland Hospital	8.2%	\$ 4,179,924	= \$ 2,041,740	+ \$ 140,034	+ \$ 1,998,149
Midland College	4.7%	\$ 2,372,632	= \$ 2,220,348	+ \$ 152,284	+ \$ -
Midland ISD	49.4%	\$ 25,075,896	= \$ 23,466,435	+ \$ 1,609,461	+ \$ -
MEDC	3.9%	\$ 1,998,149	= \$ -	+ \$ -	+ \$ 1,998,149
	100.0%	\$ 50,716,382	\$ 35,940,705	\$ 2,786,783	\$ 11,985,894
		100.0%	70.9%	5.5%	23.6%

PACKET

37.45

December 17, 2024

Preliminary Project and Financing Plan, TIRZ #4

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Calendar Year		0	1	2	3	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				
TOTAL TAX REVENUE																																			
REAL PROPERTY Auto Dealership	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054				
	Taxable Value Per SF	150	155	161	166	172	178	184	191	198	204	212	219	227	235	243	251	260	269	279	288	298	309	320	331	342	354	367	380	393	407	421			
	Cumulative SF	-	-	-	-	-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000				
	Taxable Value	-	-	-	-	-	5,623.931	5,820.769	6,024.496	6,235.353	6,453.590	6,679.466	6,913.247	7,153.211	7,405.643	7,664.841	7,933.110	8,210.769	8,498.146	8,795.581	9,103.427	9,422.047	9,751.818	10,093.132	10,446.392	10,812.015	11,190.438	11,582.101	11,987.475	12,407.038	12,841.282	13,290.727	13,755.903	14,237.359	14,735.667
	Taxable Value Per Unit	85,000	87,975	91,054	94,241	97,539	100,953	104,487	108,144	111,929	115,846	119,901	124,077	128,441	132,936	137,589	142,405	147,389	152,547	157,887	163,413	169,132	175,052	181,178	187,520	194,083	200,876	207,906	215,183	222,715	230,510	238,577			
	Cumulative Units	-	-	-	-	-	-	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75		
	Taxable Value	-	-	-	-	-	7,671,506	7,836,593	8,110,792	8,396,458	8,694,471	8,992,661	9,307,287	9,633,083	9,972,330	10,319,178	10,680,244	11,054,191	11,441,057	11,844,964	12,255,156	12,684,904	13,132,876	13,598,336	14,080,888	14,586,156	15,066,687	15,592,986	16,128,749	16,596,366	17,128,232	17,693,272	18,299,466		
	Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,265	1,310	1,356	1,404	1,452	1,500	
	Cumulative SF	-	-	-	-	-	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	
	Taxable Value	-	-	-	-	-	13,004.615	13,730,726	14,252,326	14,759,848	15,267,351	15,801,789	16,354,758	16,927,185	17,519,617	18,132,842	18,767,473	19,424,334	20,104,186	20,808,632	21,536,167	22,288,970	23,070,016	23,887,468	24,731,718	25,578,139	26,453,734	27,399,842	28,388,940	29,351,603	30,378,805	31,442,603	32,542,538	33,681,524	
Taxable Value Per Unit	150,000	155,250	160,500	165,750	172,128	178,183	184,388	190,642	197,042	203,582	210,264	217,088	224,056	231,169	238,433	245,849	253,420	261,147	269,034	277,082	285,395	294,068	303,197	312,772	322,801	333,279	344,201	355,562	367,364	379,602	392,274	405,407	418,529		
Cumulative SF	-	-	-	-	-	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000		
Taxable Value	-	-	-	-	-	-	35,630.589	37,677.680	38,168.378	39,564.774	40,886.821	42,317.963	43,799.082	45,332.006	46,918.426	48,560.836	50,269.465	52,039.811	53,840.267	55,724.678	57,675.040	59,688.666	61,762.844	63,945.347	66,183.434	68,499.855	70,897.355	73,378.757	75,947.013	78,605.198	81,356.339	84,203.811			
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,929.336	7,980.074	8,030.762	8,081.400	8,132.088		
Taxable Value	-	-	-	-	-	-	5,633.531	5,935.353	6,124.727	6,295.525	6,451.271	6,593.975	6,726.635	6,850.251	6,964.831	7,071.375	7,169.891	7,260.385	7,343.851	7,420.287	7,491.604	7,557.801	7,618.868	7,674.896	7,725.884	7,776.822	7,827.710	7,878.548	7,						

HOT Generated															
Revenue Year	0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
Hotel Rooms	0	0	0	0	0	75	75	75	75	75	75	75	75	75	75
Occupancy	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax															
# of Available Rooms	-	-	-	-	-	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375
# of Occupied Rooms	-	-	-	0	0	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163
Average Daily Rate	\$ 150.00	\$ 155.25	\$ 160.68	\$ 166.31	\$ 172.13	\$ 178.15	\$ 184.39	\$ 190.84	\$ 197.52	\$ 204.43	\$ 211.59	\$ 219.00	\$ 226.66	\$ 234.59	\$ 242.80
Annual Taxable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,413,856	\$ 3,533,341	\$ 3,657,008	\$ 3,785,003	\$ 3,917,478	\$ 4,054,590	\$ 4,196,500	\$ 4,343,378	\$ 4,495,396	\$ 4,652,735
City Tax Rate	7% \$ -	\$ -	\$ -	\$ -	\$ -	\$ 238,970	\$ 247,334	\$ 255,991	\$ 264,950	\$ 274,223	\$ 283,821	\$ 293,755	\$ 304,036	\$ 314,678	\$ 325,691
State Tax Rate	6% \$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,831	\$ 212,000	\$ 219,420	\$ 227,100	\$ 235,049	\$ 243,275	\$ 251,790	\$ 260,603	\$ 269,724	\$ 279,164
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443,801	\$ 459,334	\$ 475,411	\$ 492,050	\$ 509,272	\$ 527,097	\$ 545,545	\$ 564,639	\$ 584,402	\$ 604,856

15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054
75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%	75 70%
27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375
19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163
\$ 251.30	\$ 260.10	\$ 269.20	\$ 278.62	\$ 288.38	\$ 298.47	\$ 308.91	\$ 319.73	\$ 330.92	\$ 342.50	\$ 354.49	\$ 366.89	\$ 379.74	\$ 393.03	\$ 406.78	\$ 421.02
\$ 4,815,581	\$ 4,984,126	\$ 5,158,571	\$ 5,339,121	\$ 5,525,990	\$ 5,719,399	\$ 5,919,578	\$ 6,126,764	\$ 6,341,200	\$ 6,563,142	\$ 6,792,852	\$ 7,030,602	\$ 7,276,673	\$ 7,531,357	\$ 7,794,954	\$ 8,067,778
\$ 337,091	\$ 348,889	\$ 361,100	\$ 373,738	\$ 386,819	\$ 400,358	\$ 414,370	\$ 428,873	\$ 443,884	\$ 459,420	\$ 475,500	\$ 492,142	\$ 509,367	\$ 527,195	\$ 545,647	\$ 564,744
\$ 288,935	\$ 299,048	\$ 309,514	\$ 320,347	\$ 331,559	\$ 343,164	\$ 355,175	\$ 367,606	\$ 380,472	\$ 393,789	\$ 407,571	\$ 421,836	\$ 436,600	\$ 451,881	\$ 467,697	\$ 484,067
\$ 626,026	\$ 647,936	\$ 670,614	\$ 694,086	\$ 718,379	\$ 743,522	\$ 769,545	\$ 796,479	\$ 824,356	\$ 853,209	\$ 883,071	\$ 913,978	\$ 945,968	\$ 979,076	\$ 1,013,344	\$ 1,048,811
															\$9,872,588
															\$8,462,218
															\$18,334,806

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE FRACTION YEAR GROWTH	3.50%
DISCOUNT RATE	6.00%

3.50%
6.00%

REAL PROPERTY TAX		
0.3506620	50%	0.1753310
0.1315790	0%	0.0000000
0.0763050	0%	0.0000000
0.0829800	0%	0.0000000
0.8770000	0%	0.0000000
1.5185260		0.1753310

	BUSINESS PERSONAL	PROPERTY TAX	
City of Midland	0.3506620	0%	0.0000000
Midland County	0.1315790	0%	0.0000000
Midland Hospital	0.0763050	0%	0.0000000
Midland College	0.0629800	0%	0.0000000
Midland ISD	0.6770000	0%	0.0000000
	1.5185260		0.0000000

	BUSINESS PERSONAL	PROPERTY TAX	
City of Midland	0.3506620	0%	0.0000000
Midland County	0.1315790	0%	0.0000000
Midland Hospital	0.0763050	0%	0.0000000
Midland College	0.0629800	0%	0.0000000
Midland ISD	0.6770000	0%	0.0000000
	1.5185260		0.0000000

SALES TAX		
0.010000	50%	0.005000
0.002500	0%	0.000000
0.002500	0%	0.000000
0.005000	0%	0.000000
0.020000		0.005000

SALES TAX		
0.010000	50%	0.005000
0.002500	0%	0.000000
0.002500	0%	0.000000
0.005000	0%	0.000000
0.020000		0.005000

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS
2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	
\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	
\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	
\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	\$28,539.365	
\$47,038.243	\$66,184.581	\$86,001.042	\$60,511.078	\$27,738.966	\$40,709.830	\$72,440.874	\$95,985.412	\$70,344.902	\$45,556.973	\$71,851.487	\$79,659.269	\$8,617.243	\$85,543.735	\$85,487.807	\$91,679.880	\$48,556.078	\$81,756.160	\$1,016,117.625	\$1,051,681.742	\$1,088,400.603	\$1,26,587.774	\$1,06,018.347	\$1,206,828.989	\$24,068.003	\$1,292,785.383	\$1,338,032.872	\$1,384,864.022	\$1,433,334.263	\$1,483,500.962		
\$47,038.243	\$66,184.581	\$86,001.042	\$60,511.078	\$27,738.966	\$40,709.830	\$72,440.874	\$95,985.412	\$70,344.902	\$45,556.973	\$71,851.487	\$79,659.269	\$8,617.243	\$85,543.735	\$85,487.807	\$91,679.880	\$48,556.078	\$81,756.160	\$1,016,117.625	\$1,051,681.742	\$1,088,400.603	\$1,26,587.774	\$1,06,018.347	\$1,206,828.989	\$24,068.003	\$1,292,785.383	\$1,338,032.872	\$1,384,864.022	\$1,433,334.263	\$1,483,500.962		
\$47,038.243	\$66,184.581	\$86,001.042	\$60,511.078	\$27,738.966	\$40,709.830	\$72,440.874	\$95,985.412	\$70,344.902	\$45,556.973	\$71,851.487	\$79,659.269	\$8,617.243	\$85,543.735	\$85,487.807	\$91,679.880	\$48,556.078	\$81,756.160	\$1,016,117.625	\$1,051,681.742	\$1,088,400.603	\$1,26,587.774	\$1,06,018.347	\$1,206,828.989	\$24,068.003	\$1,292,785.383	\$1,338,032.872	\$1,384,864.022	\$1,433,334.263	\$1,483,500.962		
\$18,498.878	\$7,645.216	\$7,461.677	\$7,791.713	\$9,169.601	\$12,170.465	\$143,910.309	\$7,446.047	\$19,805.537	\$21,671.608	\$243,112.102	\$270,119.804	\$298,072.978	\$27,004.410	\$36,948.442	\$87,940.515	\$240,017.311	\$43,216.795	\$47,578.260	\$23,142.377	\$59,951.238	\$98,048.409	\$37,478.982	\$78,289.624	\$70,528.638	\$74,246.018	\$80,493.507	\$86,324.657	\$94,794.888	\$94,961.587		
\$18,498.878	\$7,645.216	\$7,461.677	\$7,791.713	\$9,169.601	\$12,170.465	\$143,910.309	\$7,446.047	\$19,805.537	\$21,671.608	\$243,112.102	\$270,119.804	\$298,072.978	\$27,004.410	\$36,948.442	\$87,940.515	\$240,017.311	\$43,216.795	\$47,578.260	\$23,142.377	\$59,951.238	\$98,048.409	\$37,478.982	\$78,289.624	\$70,528.638	\$74,246.018	\$80,493.507	\$86,324.657	\$94,794.888	\$94,961.587		
\$18,498.878	\$7,645.216	\$7,461.677	\$7,791.713	\$9,169.601	\$12,170.465	\$143,910.309	\$7,446.047	\$19,805.537	\$21,671.608	\$243,112.102	\$270,119.804	\$298,072.978	\$27,004.410	\$36,948.442	\$87,940.515	\$240,017.311	\$43,216.795	\$47,578.260	\$23,142.377	\$59,951.238	\$98,048.409	\$37,478.982	\$78,289.624	\$70,528.638	\$74,246.018	\$80,493.507	\$86,324.657	\$94,794.888	\$94,961.587		
\$18,498.878	\$7,645.216	\$7,461.677	\$7,791.713	\$9,169.601	\$12,170.465	\$143,910.309	\$7,446.047	\$19,805.537	\$21,671.608	\$243,112.102	\$270,119.804	\$298,072.978	\$27,004.410	\$36,948.442	\$87,940.515	\$240,017.311	\$43,216.795	\$47,578.260	\$23,142.377	\$59,951.238	\$98,048.409	\$37,478.982	\$78,289.624	\$70,528.638	\$74,246.018	\$80,493.507	\$86,324.657	\$94,794.888	\$94,961.587		
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0																									

Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH	3.50%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX		
0.3506620	100%	0.3506620
0.1315790	100%	0.1315790
0.0763050	100%	0.0763050
0.0829800	100%	0.0829800
0.8770000	100%	0.8770000
1.5185260		1.5185260

	BUSINESS PERSONAL	PROPERTY TAX	
and	0.3506620	100%	0.3506620
nty	0.1315790	100%	0.1315790
ital	0.0763050	100%	0.0763050
age	0.0829800	100%	0.0829800
SD	0.8770000	100%	0.8770000

	SALES TAX		
City of Midland	0.0100000	100%	0.0100000
MEDC	0.0025000	100%	0.0025000
Midland County Hospital District	0.0025000	100%	0.0025000
Midland County	0.0050000	100%	0.0050000
	0.0250000		0.0250000

	0.010
	0.002
	0.002
	0.005
	0.020

REVENUE YEAR	TAX BASE YEAR																												TOTALS		
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050				
BASE YEAR	City of Midland	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365			
	Midland County	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365			
	Midland High School	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365			
	Midland College	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365			
	Midland ISD	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365	\$28,539,365			
TAXABLE VALUE	City of Midland	547,038,243	566,184,581	586,001,042	606,511,078	627,786,960	649,709,830	672,448,074	696,985,412	720,344,902	745,556,973	771,681,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,066,078	981,756,100	1,016,117,025	1,051,981,742	1,089,400,003	1,128,587,774	1,169,018,347	1,206,828,899	1,249,008,003	1,292,765,183	1,338,032,072	1,384,864,002	1,433,324,363	1,483,500,982
	Midland High School	547,038,243	566,184,581	586,001,042	606,511,078	627,786,960	649,709,830	672,448,074	696,985,412	720,344,902	745,556,973	771,681,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,066,078	981,756,100	1,016,117,025	1,051,981,742	1,089,400,003	1,128,587,774	1,169,018,347	1,206,828,899	1,249,008,003	1,292,765,183	1,338,032,072	1,384,864,002	1,433,324,363	1,483,500,982
	Midland College	547,038,243	566,184,581	586,001,042	606,511,078	627,786,960	649,709,830	672,448,074	696,985,412	720,344,902	745,556,973	771,681,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,066,078	981,756,100	1,016,117,025	1,051,981,742	1,089,400,003	1,128,587,774	1,169,018,347	1,206,828,899	1,249,008,003	1,292,765,183	1,338,032,072	1,384,864,002	1,433,324,363	1,483,500,982
	Midland County	547,038,243	566,184,581	586,001,042	606,511,078	627,786,960	649,709,830	672,448,074	696,985,412	720,344,902	745,556,973	771,681,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,066,078	981,756,100	1,016,117,025	1,051,981,742	1,089,400,003	1,128,587,774	1,169,018,347	1,206,828,899	1,249,008,003	1,292,765,183	1,338,032,072	1,384,864,002	1,433,324,363	1,483,500,982
	Midland ISD	547,038,243	566,184,581	586,001,042	606,511,078	627,786,960	649,709,830	672,448,074	696,985,412	720,344,902	745,556,973	771,681,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,066,078	981,756,100	1,016,117,025	1,051,981,742	1,089,400,003	1,128,587,774	1,169,018,347	1,206,828,899	1,249,008,003	1,292,765,183	1,338,032,072	1,384,864,002	1,433,324,363	1,483,500,982
TAXABLE VALUE INCREMENT	City of Midland	16,468,878	37,645,216	57,461,677	77,971,713	99,160,901	121,170,465	143,910,309	167,448,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,848,442	387,940,515	420,071,311	452,216,795	487,578,260	522,143,737	559,951,258	598,048,409	637,478,962	678,289,024	720,528,638	764,246,018	809,493,507	854,324,667	904,794,686	954,961,587
	Midland High School	16,468,878	37,645,216	57,461,677	77,971,713	99,160,901	121,170,465	143,910,309	167,448,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,848,442	387,940,515	420,071,311	452,216,795	487,578,260	522,143,737	559,951,258	598,048,409	637,478,962	678,289,024	720,528,638	764,246,018	809,493,507	854,324,667	904,794,686	954,961,587
	Midland College	16,468,878	37,645,216	57,461,677	77,971,713	99,160,901	121,170,465	143,910,309	167,448,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,848,442	387,940,515	420,071,311	452,216,795	487,578,260	522,143,737	559,951,258	598,048,409	637,478,962	678,289,024	720,528,638	764,246,018	809,493,507	854,324,667	904,794,686	954,961,587
	Midland County	16,468,878	37,645,216	57,461,677	77,971,713	99,160,901	121,170,465	143,910,309	167,448,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,848,442	387,940,515	420,071,311	452,216,795	487,578,260	522,143,737	559,951,258	598,048,409	637,478,962	678,289,024	720,528,638	764,246,018	809,493,507	854,324,667	904,794,686	954,961,587
	Midland ISD	16,468,878	37,645,216	57,461,677	77,971,713	99,160,901	121,170,465	143,910,309	167,448,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,848,442	387,940,515	420,071,311	452,216,795	487,578,260	522,143,737	559,951,258	598,048,409	637,478,962	678,289,024	720,528,638	764,246,018	809,493,507	854,324,667	904,794,686	954,961,587
REVENUE A	TAXABLE VALUE GROWTH																														
	City of Midland	64,669	132,007	201,468	273,417	347,855	424,899	509,839	587,170	672,589	766,598	862,550	947,208	1,036,621	1,121,683	1,211,609	1,298,259	1,381,468	1,461,200	1,538,464	1,613,264	1,685,608	1,755,536	1,823,060	1,888,184	1,950,908	2,011,232	2,069,156	2,123,680	2,174,804	
Midland County	14,818	29,243	43,512	57,508	71,224	84,678	97,894	110,879	123,636	136,170	148,493	160,607	172,512	184,216	195,720	207,024	218,128	229,032	239,736	250,240	260,544	270,648	280,552	290,256	299,760	309,064	318,168	327,072	335,776	344,280	
Midland High School	16,188	28,725	43,886	59,588	75,684	92,459	109,881	127,770	146,357	165,598	185,507	206,115	227,448	249,521	272,330	300,494	326,827	370,759	398,164	427,211	456,488	486,224	517,689	551,088	586,174	617,884	651,049	686,404	723,883	764,515	
Midland College	15,500	31,228	47,882	64,701	82,130	100,547	119,417	138,947	159,100	180,081	201,734	224,145	247,341	271,348	296,196	321,913	348,530	370,079	402,592	434,104	464,468	496,281	529,890	562,845	595,865	631,171	671,718	710,579	752,427	797,473	
Midland ISD	15,500	31,228	47,882	64,701	82,130	100,547	119,417	138,947	159,100	180,081	201,734	224,145	247,341	271,348	296,196	321,913	348,530	370,079	402,592	434,104	464,468	496,281	529,890	562,845	595,865	631,171	671,718	710,579	752,427	797,473	

SALES TAX	2019		2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		2043		2044		2045		2046		2047		2048		2049		2050		2051		2052		2053		2054																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
BASE YEAR	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68,023.740	68

REVENUE 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HOT TAX																																
		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
BASE YEAR		36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	36,267,244	
ANNUAL VALUE		37,536,598	38,850,378	40,210,142	41,617,497	43,074,109	44,581,703	46,142,862	47,757,035	49,428,531	51,158,529	52,949,078	54,802,296	56,720,378	58,705,589	60,760,295	62,886,895	65,087,936	67,366,014	69,723,824	72,168,158	74,699,904	77,304,050	80,000,692	82,810,031	85,738,382	88,708,176	91,812,962	95,026,416	98,352,340	101,794,672	
ANNUAL INCREMENT		1,269,354	2,583,134	3,942,898	5,350,252	6,806,865	8,314,459	9,874,818	11,489,791	13,161,287	14,891,265	16,681,834	18,535,052	20,453,132	22,438,345	24,493,041	26,618,651	28,820,692	31,098,770	33,456,590	35,896,914	38,422,860	41,038,890	43,742,448	46,542,787	49,441,138	52,440,932	55,546,718	58,759,172	62,085,996	65,527,428	

REVENUE A2		City of Midvale																																
		88,885	180,819	278,083	374,918	476,481	582,012	691,237	804,289	921,296	1,042,399	1,167,728	1,297,494	1,431,719	1,570,684	1,714,013	1,863,378	2,017,448	2,176,914	2,341,981	2,512,784	2,689,586	2,872,878	3,061,971	3,257,895	3,460,880	3,678,888	3,899,200	4,133,142	4,383,987	4,658,885	89,400,964		
REVENUE 1		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
	REAL PROPERTY TAX	0	0	6,623,931	19,125,383	19,754,772	63,688,678	65,598,817	69,225,975	70,819,885	73,085,371	75,643,369	78,260,871	81,001,057	83,867,144	86,882,458	89,940,581	92,985,001	96,204,476	99,607,858	103,084,133	106,720,443	110,437,013	114,302,308	118,302,889	122,443,469	126,725,012	131,164,538	135,755,266	140,506,721	145,424,456	150,514,312		
	BUSINESS PERSONAL PROPERTY	0	3,374,359	3,891,800	4,027,806	4,168,779	4,314,686	4,465,700	4,622,000	4,783,770	4,951,202	5,124,458	5,303,851	5,489,488	5,681,618	5,880,474	6,086,291	6,299,311	6,519,787	6,747,980	6,984,159	7,228,054	7,481,650	7,743,452	8,014,483	8,294,990	8,585,315	8,885,801	9,196,804	9,518,882	9,851,848			

City of Midland	0	31,554	80,712	83,537	237,564	248,282	254,902	263,824	273,057	282,014	292,506	302,744	313,340	324,307	335,657	347,405	359,565	372,149	385,175	398,656	412,609	427,050	441,997	457,467	473,478	489,050	507,201	524,963	543,327	562,343	City of Midland		
Midland County	0	11,840	30,286	31,784	88,287	92,413	96,987	102,469	106,810	109,757	113,399	117,340	121,690	125,949	130,457	134,920	139,642	144,448	149,598	154,823	160,242	165,851	171,655	177,678	183,981	190,517	197,298	204,373	211,008	218,224	10,026.41	Midland County	
Midland Hospital	0	8,096	17,353	18,178	51,779	53,592	55,457	57,439	59,418	61,498	63,659	65,878	68,154	70,570	73,040	75,568	78,142	80,861	83,615	86,419	89,265	92,154	95,100	98,100	101,144	104,300	106,566	110,368	114,229	118,229	122,387	2,181.75	Midland Hospital
Midland College	0	7,457	19,269	20,028	58,300	60,280	62,431	64,656	66,961	69,344	71,804	74,342	76,959	79,656	82,435	85,298	88,246	91,280	94,399	97,603	100,994	104,574	108,344	112,295	116,428	120,744	125,243	130,033	135,172	140,668	146,524	10,026.41	Midland College
Midland ISD	0	79,915	201,859	208,174	591,179	615,948	637,500	659,819	682,912	706,814	731,553	757,157	783,765	811,086	839,675	869,285	899,250	930,739	963,915	1,001,927	1,031,927	1,062,045	1,104,116	1,134,100	1,164,100	1,205,066	1,248,000	1,288,932	1,332,000	1,378,651	1,406,411	10,026.41	Midland ISD
	0	136,641	349,819	361,792	1,030,444	1,066,014	1,103,842	1,142,478	1,182,493	1,223,489	1,266,084	1,311,018	1,358,104	1,404,996	1,453,449	1,504,432	1,557,478	1,611,578	1,667,881	1,726,380	1,786,738	1,849,320	1,914,647	1,981,039	2,050,343	2,122,138	2,196,413	2,274,287	2,352,852	2,436,202	41,413.08		

REVENUE 2 - SALES TAX																																																		7,992.996		City of Midland	
	SALES	0	3,749,288	17,185,127	17,798,007	18,499,138	19,051,458	19,720,329	20,410,540	21,124,909	21,864,281	22,629,531	23,421,564	24,241,319	25,089,765	25,967,907	26,876,784	27,817,471	28,791,083	29,788,770	30,814,727	31,921,188	33,038,429	34,194,734	35,391,592	36,630,297	37,912,358	39,239,289	40,612,665	42,034,189	43,505,302													1,998,149	MEDC		1,998,149	City of Midland					
City of Midland		0	37,493	171,851	177,866	184,091	190,535	197,203	204,105	211,249	218,643	226,286	234,216	242,413	250,898	259,679	268,768	278,175	287,911	297,988	308,417	319,212	330,384	341,948	353,916	366,303	379,124	392,393	406,127	420,341	435,053													7,992.996	City of Midland								
MEDC		0	9,373	42,983	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,598	85,487	88,479	91,570	94,781	98,098	101,532	105,085	108,763													1,998,149	MEDC								
Midland County Hospital District		0	9,373	42,983	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,598	85,487	88,479	91,570	94,781	98,098	101,532	105,085	108,763													1,998,149	Midland County H								
Midland County		0	18,746	85,958	88,934	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,978	154,209	159,646	165,192	170,934	176,869	182,951	189,278	195,843	202,643	209,677	216,945													3,996,298	Midland County								
		6	74,866	343,703	355,732	368,151	381,089	394,487	408,211	422,498	437,286	452,681	468,431	484,536	501,096	518,138	535,666	553,684	572,222	591,378	611,163	631,686	652,949	674,958	697,712	721,221	745,486	770,512	796,303	822,731	849,807	877,536													15,985,192								

REVENUE 3 - HOTEL OCCUPANCY TAX																																
		0	0	0	0	3,413,899	3,533,341	3,657,008	3,786,003	3,917,478	4,054,590	4,196,500	4,343,378	4,495,396	4,652,735	4,815,581	4,984,128	5,159,571	5,339,121	5,525,990	5,719,399	5,919,578	6,126,704	6,341,230	6,563,142	6,792,852	7,030,602	7,276,673	7,531,357	7,794,954	8,067,776	
City of Midland		0	0	0	0	238,970	247,304	255,991	264,950	274,223	283,821	293,755	304,036	314,678	325,691	337,091	348,889	361,130	373,738	386,819	400,358	414,370	428,873	443,884	459,420	475,500	492,142	509,367	527,195	545,647	564,744	City of Midland

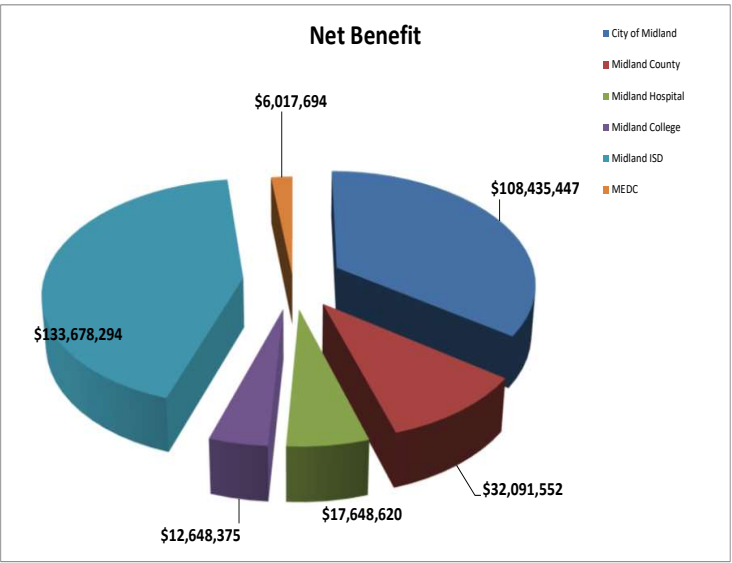
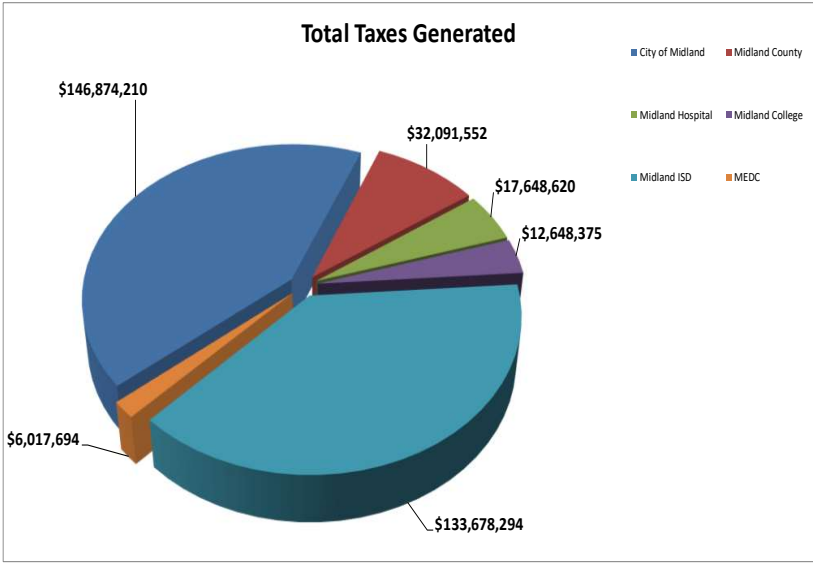
	0	0	0	0	239,976	247,324	255,991	264,960	274,223	283,621	293,795	304,026	314,478	325,091	337,091	349,889	361,190	373,738	386,819	400,368	414,370	428,873	443,884	459,420	476,500	495,142	509,367	527,195	545,647	564,764	582,088	597,828	612,000	625,000	637,000	649,000	661,000	673,000	685,000	697,000	709,000	721,000	733,000	745,000	757,000	769,000	781,000	793,000	805,000	817,000	829,000	841,000	853,000	865,000	877,000	889,000	901,000	913,000	925,000	937,000	949,000	961,000	973,000	985,000	997,000	1,000,000	1,012,000	1,024,000	1,036,000	1,048,000	1,060,000	1,072,000	1,084,000	1,096,000	1,108,000	1,120,000	1,132,000	1,144,000	1,156,000	1,168,000	1,180,000	1,192,000	1,204,000	1,216,000	1,228,000	1,240,000	1,252,000	1,264,000	1,276,000	1,288,000	1,300,000	1,312,000	1,324,000	1,336,000	1,348,000	1,360,000	1,372,000	1,384,000	1,396,000	1,408,000	1,420,000	1,432,000	1,444,000	1,456,000	1,468,000	1,480,000	1,492,000	1,504,000	1,516,000	1,528,000	1,540,000	1,552,000	1,564,000	1,576,000	1,588,000	1,600,000	1,612,000	1,624,000	1,636,000	1,648,000	1,660,000	1,672,000	1,684,000	1,696,000	1,708,000	1,720,000	1,732,000	1,744,000	1,756,000	1,768,000	1,780,000	1,792,000	1,804,000	1,816,000	1,828,000	1,840,000	1,852,000	1,864,000	1,876,000	1,888,000	1,900,000	1,912,000	1,924,000	1,936,000	1,948,000	1,960,000	1,972,000	1,984,000	1,996,000	2,000,000	2,012,000	2,024,000	2,036,000	2,048,000	2,060,000	2,072,000	2,084,000	2,096,000	2,108,000	2,120,000	2,132,000	2,144,000	2,156,000	2,168,000	2,180,000	2,192,000	2,204,000	2,216,000	2,228,000	2,240,000	2,252,000	2,264,000	2,276,000	2,288,000	2,300,000	2,312,000	2,324,000	2,336,000	2,348,000	2,360,000	2,372,000	2,384,000	2,396,000	2,408,000	2,420,000	2,432,000	2,444,000	2,456,000	2,468,000	2,480,000	2,492,000	2,504,000	2,516,000	2,528,000	2,540,000	2,552,000	2,564,000	2,576,000	2,588,000	2,600,000	2,612,000	2,624,000	2,636,000	2,648,000	2,660,000	2,672,000	2,684,000	2,696,000	2,708,000	2,720,000	2,732,000	2,744,000	2,756,000	2,768,000	2,780,000	2,792,000	2,804,000	2,816,000	2,828,000	2,840,000	2,852,000	2,864,000	2,876,000	2,888,000	2,900,000	2,912,000	2,924,000	2,936,000	2,948,000	2,960,000	2,972,000	2,984,000	2,996,000	3,000,000	3,012,000	3,024,000	3,036,000	3,048,000	3,060,000	3,072,000	3,084,000	3,096,000	3,108,000	3,120,000	3,132,000	3,144,000	3,156,000	3,168,000	3,180,000	3,192,000	3,204,000	3,216,000	3,228,000	3,240,000	3,252,000	3,264,000	3,276,000	3,288,000	3,300,000	3,312,000	3,324,000	3,336,000	3,348,000	3,360,000	3,372,000	3,384,000	3,396,000	3,408,000	3,420,000	3,432,000	3,444,000	3,456,000	3,468,000	3,480,000	3,492,000	3,504,000	3,516,000	3,528,000	3,540,000	3,552,000	3,564,000	3,576,000	3,588,000	3,600,000	3,612,000	3,624,000	3,636,000	3,648,000	3,660,000	3,672,000	3,684,000	3,696,000	3,708,000	3,720,000	3,732,000	3,744,000	3,756,000	3,768,000	3,780,000	3,792,000	3,804,000	3,816,000	3,828,000	3,840,000	3,852,000	3,864,000	3,876,000	3,888,000	3,900,000	3,912,000	3,924,000	3,936,000	3,948,000	3,960,000	3,972,000	3,984,000	3,996,000	4,000,000	4,012,000	4,024,000	4,036,000	4,048,000	4,060,000	4,072,000	4,084,000	4,096,000	4,108,000	4,120,000	4,132,000	4,144,000	4,156,000	4,168,000	4,180,000	4,192,000	4,204,000	4,216,000	4,228,000	4,240,000	4,252,000	4,264,000	4,276,000	4,288,000	4,300,000	4,312,000	4,324,000	4,336,000	4,348,000	4,360,000	4,372,000	4,384,000	4,396,000	4,408,000	4,420,000	4,432,000	4,444,000	4,456,000	4,468,000	4,480,000	4,492,000	4,504,000	4,516,000	4,528,000	4,540,000	4,552,000	4,564,000	4,576,000	4,588,000	4,600,000	4,612,000	4,624,000	4,636,000	4,648,000	4,660,000	4,672,000	4,684,000	4,696,000	4,708,000	4,720,000	4,732,000	4,744,000	4,756,000	4,768,000	4,780,000	4,792,000	4,804,000	4,816,000	4,828,000	4,840,000	4,852,000	4,864,000	4,876,000	4,888,000	4,900,000	4,912,000	4,924,000	4,936,000	4,948,000	4,960,000	4,972,000	4,984,000	4,996,000	5,000,000	5,012,000	5,024,000	5,036,000	5,048,000	5,060,000	5,072,000	5,084,000	5,096,000	5,108,000	5,120,000	5,132,000	5,144,000	5,156,000	5,168,000	5,180,000	5,192,000	5,204,000	5,216,000	5,228,000	5,240,000	5,252,000	5,264,000	5,276,000	5,288,000	5,300,000	5,312,000	5,324,000	5,336,000	5,348,000	5,360,000	5,372,000	5,384,000	5,396,000	5,408,000	5,420,000	5,432,000	5,444,000	5,456,000	5,468,000	5,480,000	5,492,000	5,504,000	5,516,000	5,528,000	5,540,000	5,552,000	5,564,000	5,576,000	5,588,000	5,600,000	5,612,000	5,624,000	5,636,000	5,648,000	5,660,000	5,672,000	5,684,000	5,696,000	5,708,000	5,720,000	5,732,000	5,744,000	5,756,000	5,768,000	5,780,000	5,792,000	5,804,000	5,816,000	5,828,000	5,840,000	5,852,000	5,864,000	5,876,000	5,888,000	5,900,000	5,912,000	5,924,000	5,936,000	5,948,000	5,960,000	5,972,000	5,984,000	5,996,000	6,000,000	6,012,000	6,024,000	6,036,000	6,048,000	6,060,000	6,072,000	6,084,000	6,096,000	6,108,000	6,120,000	6,132,000	6,144,000	6,156,000	6,168,000	6,180,000	6,192,000	6,204,000	6,216,000	6,228,000	6,240,000	6,252,000	6,264,000	6,276,000	6,288,000	6,300,000	6,312,000	6,324,000	6,336,000	6,348,000	6,360,000	6,372,000	6,384,000	6,396,000	6,408,000	6,420,000	6,432,000	6,444,000	6,456,000	6,468,000	6,480,000	6,492,000	6,504,000	6,516,000	6,528,000	6,540,000	6,552,000	6,564,000	6,576,000	6,588,000	6,600,000	6,612,000	6,624,000	6,636,000	6,648,000	6,660,000	6,672,000	6,684,000	6,696,000	6,708,000	6,720,000	6,732,000	6,744,000	6,756,000	6,768,000	6,780,000	6,792,000	6,804,000	6,816,000	6,828,000	6,840,000	6,852,000	6,864,000	6,876,000	6,888,000	6,900,000	6,912,000	6,924,000	6,936,000	6,948,000	6,960,000	6,972,000	6,984,000	6,996,000	7,000,000	7,012,000	7,024,000	7,036,000	7,048,000	7,060,000	7,072,000	7,084,000	7,096,000	7,108,000	7,120,000	7,132,000	7,144,000	7,156,000	7,168,000	7,180,000	7,192,000	7,204,000	7,216,000	7,228,000	7,240,000	7,252,000	7,264,000	7,276,000	7,288,000	7,300,000	7,312,000	7,324,000	7,336,000	7,348,000	7,360,000	7,372,000	7,384,000	7,396,000	7,408,000	7,420,000	7,432,000	7,444,000	7,456,000	7,468,000	7,480,000	7,492,000	7,504,000	7,516,000	7,528,000	7,540,000	7,552,000	7,564,000	7,576,000	7,588,000	7,600,000	7,612,000	7,624,000	7,636,000	7,648,000	7,660,000	7,672,000	7,684,000	7,696,000	7,708,000	7,720,000	7,732,000	7,744,000	7,756,000	7,768,000	7,780,000	7,792,000	7,804,000	7,816,000	7,828,000	7,840,000	7,852,000	7,864,000	7,876,000	7,888,000	7,900,000	7,912,000	7,924,000	7,936,000	7,948,000	7,960,000	7,972,000	7,984,000	7,996,000	8,000,000	8,012,000	8,024,000	8,036,000	8,048,000	8,060,000	8,072,000	8,084,000	8,096,000	8,108,000	8,120,000	8,132,000	8,144,000	8,156,000	8,168,000	8,180,000	8,192,000	8,204,000	8,216,000	8,228,000	8,240,000	8,252,000	8,264,000	8,276,000	8,288,000	8,300,000	8,312,000	8,324,000	8,336,000	8,348,000	8,360,000	8,372,000	8,384,000	8,396,000	8,408,000	8,420,000	8,432,000	8,444,000	8,456,000	8,468,000	8,480,000	8,492,000	8,504,000	8,516,000	8,528,000	8,540,000	8,552,000	8,564,000	8,576,000	8,588,000	8,600,000	8,612,000	8,624,000	8,636,000	8,648,000	8,660,000	8,672,000	8,684,000	8,696,000	8,708,000	8,720,000	8,732,000	8,744,000	8,756,000	8,768,000	8,780,000	8,792,000	8,804,000	8,816,000	8,828,000	8,840,000	8,852,000	8,864,000	8,876,000	8,888,000	8,900,000	8,912,000	8,924,000	8,936,000	8,948,000	8,960,000	8,972,000	8,984,000	8,996,000	9,000,000	9,012,000	9,024,000	9,036,000	9,048,000	9,060,000	9,072,000	9,084,000	9,096,000	9,108,000	9,120,000	9,132,000	9,144,000	9,156,000	9,168,000	9,180,000	9,192,000	9,204,000	9,216,000	9,228,000	9,240,000	9,252,000	9,264,000	9,276,000	9,288,000	9,300,000	9,312,000	9,324,000	9,336,000	9,348,000	9,360,000	9,372,000	9,384,000	9,396,000	9,408,000	9,420,000	9,432,000	9,444,000	9,456,000	9,468,000	9,480,000	9,492,000	9,504,000	9,516,000	9,528,000	9,540,000	9,552,000	9,564,000	9,576,000	9,588,000	9,600,000	9,612,000	9,624,000	9,636,000	9,648,000	9,660,000	9,672,000	9,684,000	9,696,000	9,708,000	9,720,000	9,732,000	9,744,000	9,756,000	9,768,000	9,780,000	9,792,000	9,804,000	9,816,000	9,828,000	9,840,000	9,852,000	9,864,000	9,876,000	9,888,000	9,900,000	9,912,000	9,924,000	9,936,000	9,948,000	9,960,000	9,972,000	9,984,000	9,996,000	10,000,000	10,012,000	10,024,000	10,036,000	10,048,000	10,060,000	10,072,000	10,084,000	10,096,000	10,108,000	10,120,000	10,132,000	10,144,000	10,156,000	10,168,000	10,180,000	10,192,000	10,204,000	10,216,000	10,228,000	10,240,000	10,252,000	10,264,000	10,276,000	10,288,000	10,300,000	10,312,000	10,324,000	10,336,000	10,348,000	10,360,000	10,372,000	10,384,000	10,396,000	10,408,000	10,420,000	10,432,000	10,444,000	10,456,000	10,468,000	10,480,000	10,492,000	10,504,000	10,516,000	10,528,000	10,540,000	10,552,000	10,564,000	10,576,000	10,588,000	10,600,000	10,612,000	10,624,000	10,636,000	10,648,000	10,660,000	10,672,000	10,684,000	10,696,000	10,708,000	10,720,000	10,732,000	10,744,000	10,756,000	10,768,000	10,780,000	10,792,000	10,804,000	10,816,000
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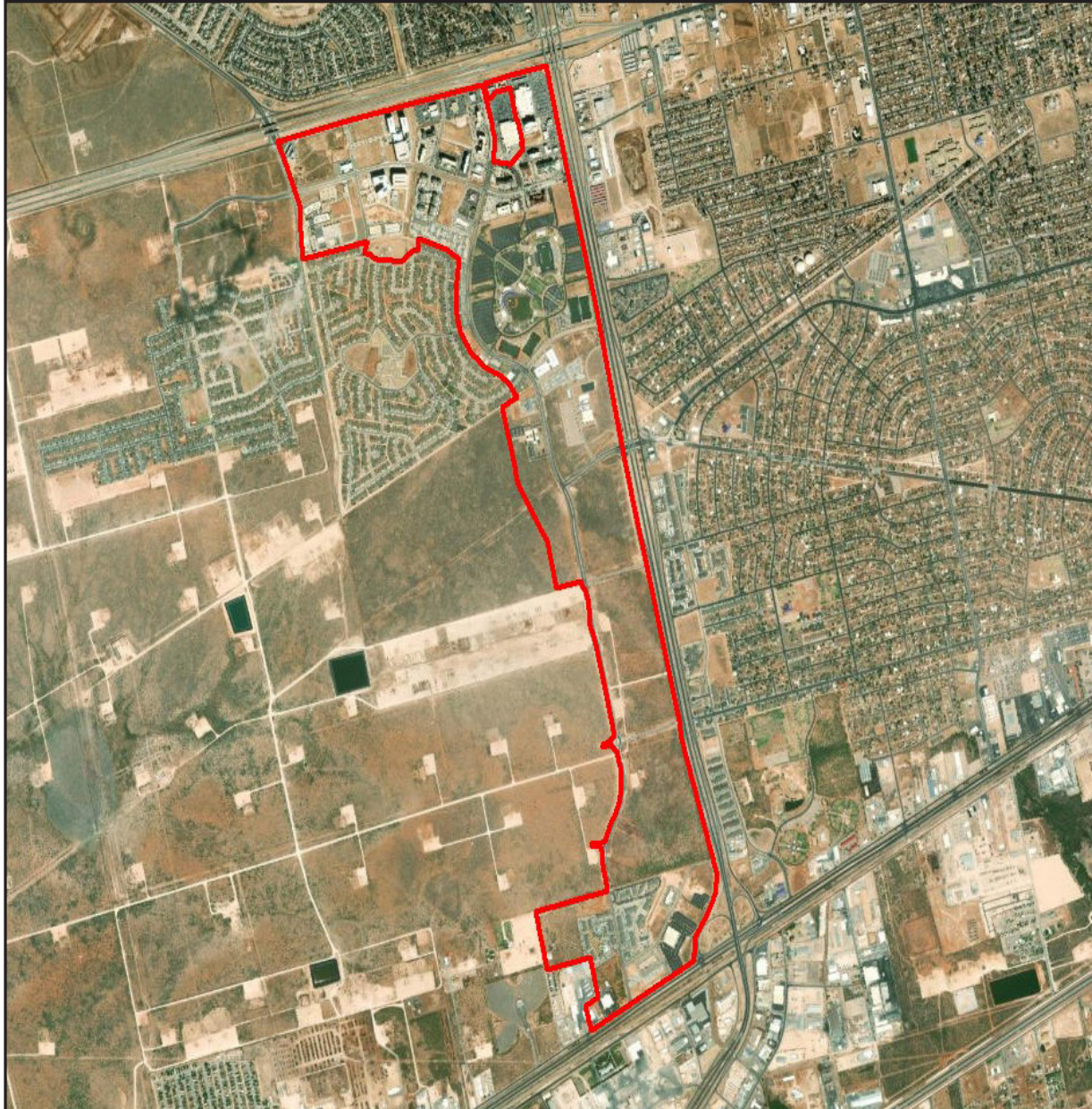
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		2019	2020	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
City of Midland	\$	177,342	\$	430,751	\$	804,068	\$	1,010,573	\$	1,614,148	\$	1,848,395	\$	2,000,820	\$	2,341,740	\$	2,601,443	\$	2,870,235	\$	3,148,435	\$	3,436,372	\$	3,734,386	\$	4,042,831	\$	4,362,072	\$	4,692,484	\$	5,038,413	\$	5,374,749	\$	5,720,397	\$	6,026,335	\$	6,393,488	\$	6,767,949	\$	7,167,986	\$	7,588,226	\$	8,014,372	\$	8,456,005	\$	8,908,645	\$	9,379,637	\$	9,861,625	\$	10,355,037	\$	10,858,252	\$	11,372,677	\$	11,907,820	\$	12,459,144	\$	13,037,533	\$	13,639,551	\$	14,263,804	\$	14,910,896	\$	15,581,342	\$	16,275,751	\$	16,994,634	\$	17,738,501	\$	18,507,862	\$	19,303,228	\$	20,125,100	\$	20,974,088	\$	21,850,812	\$	22,754,881	\$	23,687,806	\$	24,650,190	\$	25,642,543	\$	26,665,375	\$	27,719,196	\$	28,801,517	\$	29,914,040	\$	31,057,376	\$	32,231,124	\$	33,435,894	\$	34,672,294	\$	35,940,836	\$	37,242,121	\$	38,576,751	\$	39,949,226	\$	41,359,156	\$	42,807,141	\$	44,292,781	\$	45,816,676	\$	47,380,426	\$	48,984,641	\$	50,629,820	\$	52,316,473	\$	54,045,210	\$	55,816,541	\$	57,631,076	\$	59,490,426	\$	61,394,201	\$	63,332,911	\$	65,307,066	\$	67,318,276	\$	69,366,151	\$	71,451,301	\$	73,573,336	\$	75,733,866	\$	77,933,501	\$	80,172,851	\$	82,452,526	\$	84,773,151	\$	87,134,426	\$	89,536,951	\$	91,981,226	\$	94,468,851	\$	96,999,326	\$	99,573,251	\$	102,190,226	\$	104,850,851	\$	107,554,626	\$	110,302,251	\$	113,094,326	\$	115,931,451	\$	118,814,226	\$	121,742,251	\$	124,705,126	\$	127,708,451	\$	130,752,826	\$	133,846,751	\$	136,980,726	\$	140,155,251	\$	143,371,926	\$	146,630,251	\$	149,930,826	\$	153,273,251	\$	156,658,126	\$	160,085,051	\$	163,544,526	\$	167,037,151	\$	170,563,426	\$	174,123,851	\$	177,719,026	\$	181,350,551	\$	185,008,026	\$	188,691,951	\$	192,402,826	\$	196,141,251	\$	199,907,726	\$	203,701,651	\$	207,524,126	\$	211,375,851	\$	215,257,426	\$	219,169,451	\$	223,111,526	\$	227,084,251	\$	231,088,126	\$	235,122,651	\$	239,187,526	\$	243,281,451	\$	247,400,926	\$	251,545,551	\$	255,735,826	\$	259,961,851	\$	264,224,226	\$	268,514,551	\$	272,831,426	\$	277,175,351	\$	281,546,826	\$	285,944,451	\$	290,368,826	\$	294,819,551	\$	299,297,226	\$	303,801,451	\$	308,289,826	\$	312,804,551	\$	317,343,226	\$	321,907,451	\$	326,496,826	\$	331,111,851	\$	335,752,826	\$	340,420,951	\$	345,108,826	\$	349,827,051	\$	354,573,826	\$	359,347,651	\$	364,149,926	\$	368,980,251	\$	373,839,126	\$	378,726,051	\$	383,640,526	\$	388,580,251	\$	393,547,826	\$	398,542,051	\$	403,564,826	\$	408,615,851	\$	413,696,526	\$	418,907,451	\$	424,147,226	\$	429,327,451	\$	434,536,826	\$	439,775,851	\$	445,044,926	\$	450,342,651	\$	455,670,526	\$	461,028,251	\$	466,415,426	\$	471,831,451	\$	477,673,826	\$	483,547,651	\$	489,448,426	\$	495,384,651	\$	501,355,826	\$	507,362,451	\$	513,405,026	\$	519,483,251	\$	525,595,626	\$	531,748,651	\$	537,942,826	\$	544,177,651	\$	550,452,626	\$	556,767,851	\$	563,114,026	\$	569,491,851	\$	575,900,826	\$	582,341,451	\$	588,814,226	\$	595,318,651	\$	601,835,226	\$	608,386,451	\$	614,972,626	\$	621,594,451	\$	628,242,226	\$	634,925,451	\$	641,639,626	\$	648,387,451	\$	655,170,426	\$	662,088,251	\$	669,038,626	\$	676,027,051	\$	683,053,826	\$	690,116,651	\$	697,216,026	\$	704,352,451	\$	711,524,426	\$	718,732,451	\$	725,976,226	\$	733,255,451	\$	740,569,626	\$	747,918,851	\$	755,303,626	\$	762,723,451	\$	770,178,626	\$	777,668,851	\$	785,194,026	\$	792,754,651	\$	800,349,226	\$	807,978,451	\$	815,640,626	\$	823,335,451	\$	831,064,426	\$	838,828,251	\$	846,626,426	\$	854,459,651	\$	862,327,426	\$	870,236,451	\$	878,182,226	\$	886,164,451	\$	894,182,626	\$	902,236,451	\$	910,324,226	\$	918,456,451	\$	926,623,626	\$	934,825,451	\$	943,067,626	\$	951,351,851	\$	959,678,626	\$	968,047,451	\$	976,458,626	\$	984,910,851	\$	993,404,226	\$	1,001,938,451	\$	1,010,512,626	\$	1,019,126,451	\$	1,027,780,226	\$	1,036,473,451	\$	1,045,205,626	\$	1,053,976,851	\$	1,062,787,626	\$	1,071,637,451	\$	1,080,525,626	\$	1,089,451,851	\$	1,098,417,626	\$	1,107,423,451	\$	1,116,469,226	\$	1,125,555,451	\$	1,134,681,626	\$	1,143,848,451	\$	1,153,059,226	\$	1,162,313,451	\$	1,171,610,626	\$	1,180,950,851	\$	1,190,334,226	\$	1,199,760,451	\$	1,209,228,626	\$	1,218,738,451	\$	1,228,289,626	\$	1,237,881,451	\$	1,247,514,226	\$	1,257,187,451	\$	1,266,900,626	\$	1,276,653,851	\$	1,286,447,626	\$	1,296,281,851	\$	1,306,156,026	\$	1,316,070,851	\$	1,326,025,626	\$	1,336,020,451	\$	1,346,054,626	\$	1,356,128,451	\$	1,366,241,626	\$	1,376,393,851	\$	1,386,585,626	\$	1,396,816,451	\$	1,407,086,226	\$	1,417,394,451	\$	1,427,741,626	\$	1,438,127,851	\$	1,448,553,626	\$	1,459,019,451	\$	1,469,525,626	\$	1,479,071,851	\$	1,489,658,026	\$	1,499,284,451	\$	1,508,949,626	\$	1,518,655,851	\$	1,528,406,626	\$	1,538,202,451	\$	1,548,042,626	\$	1,557,918,451	\$	1,567,834,226	\$	1,577,789,451	\$	1,587,783,626	\$	1,597,916,851	\$	1,608,088,626	\$	1,618,299,451	\$	1,628,548,626	\$	1,638,836,451	\$	1,649,163,626	\$	1,659,529,851	\$	1,669,935,626	\$	1,680,380,451	\$	1,690,864,226	\$	1,701,387,451	\$	1,711,950,626	\$	1,722,553,851	\$	1,733,196,626	\$	1,743,878,451	\$	1,754,598,626	\$	1,765,356,851	\$	1,776,153,626	\$	1,786,989,451	\$	1,797,864,626	\$	1,808,778,851	\$	1,819,731,626	\$	1,830,723,451	\$	1,841,754,626	\$	1,852,824,851	\$	1,863,934,626	\$	1,875,083,451	\$	1,886,270,626	\$	1,897,495,851	\$	1,908,759,626	\$	1,919,961,451	\$	1,931,200,626	\$	1,942,477,851	\$	1,953,793,626	\$	1,965,147,451	\$	1,976,539,626	\$	1,987,969,851	\$	1,999,438,626	\$	2,010,945,451	\$	2,022,489,626	\$	2,034,071,851	\$	2,045,692,626	\$	2,057,351,451	\$	2,069,048,626	\$	2,080,783,851	\$	2,092,556,626	\$	2,104,367,451	\$	2,116,215,626	\$	2,128,100,851	\$	2,139,923,626	\$	2,151,784,451	\$	2,163,683,626	\$	2,175,620,851	\$	2,187,595,626	\$	2,199,607,451	\$	2,211,656,626	\$	2,223,743,851	\$	2,235,868,626	\$	2,248,031,451	\$	2,260,232,626	\$	2,272,472,851	\$	2,284,752,626	\$	2,297,070,851	\$	2,309,427,626	\$	2,321,822,451	\$	2,334,255,626	\$	2,346,726,851	\$	2,359,235,626	\$	2,371,781,451	\$	2,384,363,626	\$	2,396,982,851	\$	2,409,639,626	\$	2,422,333,451	\$	2,435,064,626	\$	2,447,783,851	\$	2,460,491,626	\$	2,473,287,451	\$	2,486,071,626	\$	2,498,844,851	\$	2,511,611,626	\$	2,524,371,851	\$	2,537,125,626	\$	2,549,873,451	\$	2,562,613,626	\$	2,575,351,851	\$	2,588,078,626	\$	2,600,799,451	\$	2,613,507,626	\$	2,626,202,851	\$	2,638,885,626	\$	2,651,556,851	\$	2,664,216,626	\$	2,676,864,851	\$	2,689,501,626	\$	2,702,124,451	\$	2,714,737,626	\$	2,727,338,851	\$	2,740,928,626	\$	2,753,506,851	\$	2,767,073,626	\$	2,780,629,451	\$	2,794,174,626	\$	2,807,708,851	\$	2,821,231,626	\$	2,834,743,451	\$	2,848,244,626	\$	2,861,734,851	\$	2,875,214,626	\$	2,888,683,451	\$	2,902,141,626	\$	2,915,588,851	\$	2,929,025,626	\$	2,942,449,451	\$	2,955,862,626	\$	2,969,264,851	\$	2,982,655,626	\$	2,996,034,851	\$	3,009,403,626	\$	3,022,761,851	\$	3,036,108,626	\$	3,049,344,451	\$	3,062,569,626	\$	3,075,784,851	\$	3,088,988,626	\$	3,102,181,451	\$	3,115,368,626	\$	3,128,549,851	\$	3,141,725,626	\$	3,154,896,851	\$	3,168,052,626	\$	3,181,193,451	\$	3,194,321,626	\$	3,207,444,851	\$	3,220,562,626	\$	3,233,675,451	\$	3,246,782,626	\$	3,259,884,851	\$	3,272,981,626	\$	3,286,073,451	\$	3,299,160,626	\$	3,312,242,851	\$	3,325,320,626	\$	3,338,393,451	\$	3,351,461,626	\$	3,364,524,851	\$	3,377,583,626	\$	3,390,637,451	\$	3,403,685,626	\$	3,416,728,851	\$	3,429,766,626	\$	3,442,799,451	\$	3,455,827,626	\$	3,468,846,851	\$	3,481,854,626	\$	3,494,851,851	\$	3,507,848,626	\$	3,520,836,851	\$	3,533,820,626	\$	3,546,799,451	\$	3,559,763,626	\$	3,572,722,851	\$	3,585,677,626	\$	3,598,627,451	\$	3,611,572,626	\$	3,624,513,451	\$	3,637,449,626	\$	3,650,381,851	\$	3,663,309,626	\$	3,676,232,851	\$	3,689,151,626	\$	3,702,069,451	\$	3,714,981,626	\$	3,727,888,851	\$	3,740,793,626	\$	3,753,694,451	\$	3,766,591,626	\$	3,779,484,851	\$	3,792,374,626	\$	3,805,261,451	\$	3,818,144,626	\$	3,831,023,851	\$	3,843,908,626	\$	3,856,789,451	\$	3,869,666,626	\$	3,882,539,851	\$	3,895,409,626	\$	3,908,275,451	\$	3,921,137,626	\$	3,934,994,851	\$	3,948,847,626	\$	3,962,695,451	\$	3,976,538,626	\$	3,990,376,851	\$	4,004,210,626	\$	4,018,039,451	\$	4,031,863,626	\$	4,045,683,451	\$	4,059,498,626	\$	4,073,309,451	\$	4,087,115,626	\$	4,100,917,851	\$	4,114,715,626	\$	4,128,508,851	\$	4,142,297,626	\$	4,156,082,451	\$	4,169,862,626	\$	4,183,638,851	\$	4,197,410,626	\$	4,211,177,851	\$	4,224,940,626	\$	4,238,698,851	\$	4,252,452,626	\$	4,266,201,451	\$	4,279,945,626	\$	4,293,685,451	\$	4,307,420,626	\$	4,321,150,851	\$	4,334,876,626	\$	4,348,597,451	\$	4,362,313,626	\$	4,376,025,851	\$	4,389,733,626	\$	4,403,436,851	\$	4,417,135,626	\$	4,430,829,451	\$	4,444,517,626	\$	4,458,201,851	\$	4,471,881,626	\$	4,485,557,451	\$	4,499,228,626	\$

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$146,874,210	\$38,438,763	\$108,435,447
Midland County	\$32,091,552	\$0	\$32,091,552
Midland Hospital	\$17,648,620	\$0	\$17,648,620
Midland College	\$12,648,375	\$0	\$12,648,375
Midland ISD	\$133,678,294	\$0	\$133,678,294
MEDC	\$6,017,694	\$0	\$6,017,694
Total	\$348,958,745	\$38,438,763	\$310,519,981

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$146,874,210	\$38,438,763	\$108,435,447
City of Midland - Real Property	\$52,806,751	\$26,403,376	\$26,403,376
City of Midland - Personal Property	\$643,531	\$0	\$643,531
City of Midland - Sales	\$24,070,775	\$12,035,388	\$12,035,388
City of Midland -HOT	\$69,353,152	\$0	\$69,353,152





Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000227271	1107 WINDHAVEN DR	2.96	BLK: 008, LOT: 011A, ADDN: WESTRIDGE PARK, SEC 52	MIDLAND TW DEVELOPMENT LP	\$ 515,750
R000226646	6205 ANDREWS HWY	0.78	BLK: 007, LOT: 010B, ADDN: WESTRIDGE PARK SEC 46	CJ REAL ESTATE II LLC	\$ 135,910
R000226645	6301 ANDREWS HWY	0.83	BLK: 007, LOT: 010A, ADDN: WESTRIDGE PARK SEC 46	KENT LUBRICATION CENTER (OFFICE)	\$ 144,620
R000226375	5606 STARBOARD DR	0.656086	BLK: 003, LOT: 013, ADDN: GATEWAY PLAZA SEC 14	OPEN DOOR REAL ESTATE LLC	\$ 79,060
R000226374	5606 STARBOARD DR	1.641851	BLK: 003, LOT: 012, ADDN: GATEWAY PLAZA SEC 14	OPEN DOOR REAL ESTATE LLC	\$ 196,450
R000225187	5800 W HWY 00080	10.75227	BLK: 001C, LOT: 001, ADDN: CYCLES SEC 3	TJH MANAGEMENT LLC	\$ 2,390,380
R000225186	5800 W HWY 00080	1.419904	BLK: 001B, LOT: 001, ADDN: CYCLES SEC 3	MOUTRAY PROPERTIES WORKING INTEREST LLC	\$ 456,160
R000221592	6000 DEAUVILLE BLVD	0.376509	BLK: 007, LOT: 05D, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND OWNER LLC	\$ 8,650
R000221591	6000 DEAUVILLE BLVD	2.446869	BLK: 007, LOT: 05C, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND MAC DEVELOPMENT LP	\$ 56,300
R000220728	5704 DEUVILLE BLVD	1.971948	BLK: 003, LOT: 06D, ADDN: WESTRIDGE PARK, SEC 45	KJ TEXAS PROPERTIES LLC	\$ 5,782,922
R000220098	0 TRADEWINDS RD	8.86182	BLK: 001, LOT: 003, WESTRIDGE PARK, SECTION 42	FFI HUNTSVILLE LLC	\$ 177,220
R000219028	1200 GRIFFITH DR	3.92877	BLK: 008, LOT: 01D, ADDN: WESTRIDGE PARK, SEC 41	PLAINS MARKETING LP	\$ 15,364,155
R000218728	0 S LOOP 00250 W	5.924759	5.98 AC OUT OF N/PART, SEC: 1, BLK: 40-T2S	MIDLAND CITY OF	\$ -
R000218727	0 S LOOP 00250 W	10.4583	10.406 AC OUT OF S/2, SEC: 48, BLK: 40-T1S	MIDLAND CITY OF	\$ -
R000218713	0 S LOOP 00250 W	4.467524	4.487 AC OUT OF NW/4, SEC: 48, BLK: 40-T1S	MIDLAND CITY OF	\$ -
R000218308	6023 ANDREWS HWY	14.14	BLK: 007, LOT: 010, ADDN: WESTRIDGE PARK, SEC 39	MIDLAND OWNER LLC	\$ 324,990
R000218307	6001 ANDREWS HWY	5.052046	BLK: 007, LOT: 009, ADDN: WESTRIDGE PARK, SEC 39	MIDLAND OWNER LLC	\$ 116,200
R000218306	6100 DEAUVILLE BLVD	1.349671	BLK: 007, LOT: 06A, ADDN: WESTRIDGE PARK, SEC 39	DEAUVILLE HOLDINGS COMPANY INC	\$ 1,836,380
R000218305	6000 DEAUVILLE BLVD	2.651913	BLK: 007, LOT: 05B, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND OWNER LLC	\$ 61,000
R000216908	5910 DEAUVILLE BLVD	0.991835	BLK: 007, LOT: 008, ADDN: WESTRIDGE PARK, SEC 38	ANADARKO PETROLEUM CORPORATION	\$ 23,000
R000216907	5900 DEAUVILLE BLVD	8.883489	BLK: 007, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 38	ANADARKO PETROLEUM CORPORATION	\$ 69,780,328
R000216835	0 S LOOP 00250 W	28.96	NW/4, SEC: 48, BLK: 40-T1S	WESTRIDGE VILLAGE LP	\$ 611,580
R000215322	701 TRADEWINDS BLVD	0.656817	BLK: 008, LOT: 10A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 2,310,560
R000215319	707 TRADEWINDS BLVD	0.545363	BLK: 008, LOT: 09A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,425,960
R000215312	801 TRADEWINDS BLVD	0.522151	BLK: 008, LOT: 08A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,489,630
R000215311	807 TRADEWINDS BLVD	0.521522	BLK: 008, LOT: 07A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,567,610
R000215310	901 TRADEWINDS BLVD	0.529735	BLK: 008, LOT: 06A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,567,900
R000215309	907 TRADEWINDS BLVD	0.547236	BLK: 008, LOT: 05A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	\$ 1,517,750
R000214242	5615 DEAUVILLE BLVD	3.241881	BLK: 005, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 33	DOC DEAUVILLE BOULEVARD MOBS LLC	\$ 17,529,730
R000214241	5609 DEAUVILLE BLVD	1.31	BLK: 005, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 33	DOC DEAUVILLE BOULEVARD MOBS LLC	\$ 2,193,830
R000213626	301 TRADEWINDS BLVD	5.224493	BLK: 001, LOT: 002, ADDN: WESTRIDGE PARK, SEC 32	MIDLAND CITY OF	\$ -
R000212988	--	0.056621	BLK: 004, LOT: 01B, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT(0.05 AC OUT OF)	HIGH INVESTMENTS LLC	\$ 4,360
R000212654	515 TRADEWINDS BLVD	0.058808	BLK: 009, LOT: 03D, ADDN: WESTRIDGE PARK, SEC 29	JAMES A BUDDY DAVIDSON CHARITABLE FOUNDATION	\$ -
R000212653	507 TRADEWINDS BLVD	0.058808	BLK: 009, LOT: 03C, ADDN: WESTRIDGE PARK, SEC 29	JAMES A BUDDY DAVIDSON CHARITABLE FOUNDATION	\$ -
R000212652	507 TRADEWINDS BLVD	0.06012	BLK: 009, LOT: 03B, ADDN: WESTRIDGE PARK, SEC 29	SREH LLC	\$ 391,000
R000212651	507 TRADEWINDS BLVD	0.06012	BLK: 009, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 29	SREH LLC	\$ 391,000
R000212650	507 TRADEWINDS BLVD	0.569077	BLK: 009, (COMMON AREA "A"), ADDN: WESTRIDGE PARK, SEC 29	TRADEWINDS OFFICE PARK PROP	\$ 99,620
R000212283	6101 ANDREWS HWY	1.447979	BLK: 000, LOT: 007, ADDN: WESTRIDGE PARK, SEC 28	KENT DISTRIBUTORS INC	\$ 625,997

PACKET

37.52

December 17, 2024

Preliminary Project and Financing Plan, TIRZ #4

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000211834	1200 GRIFFITH DR	4.005479	BLK: 008, LOT: 01C, ADDN: WESTRIDGE PARK, SEC 41	FP WESTRIDGE ENERGY PLAZA LP	\$ 697,840
R000211833	6001 DEAUVILLE BLVD	11.86845	BLK: 008, LOT: 01A, ADDN: WESTRIDGE PARK, SEC 30	OCCIDENTAL PERMIAN LIMITED	\$ 48,754,216
R000211573	1115 TRADEWINDS BLVD	1.425306	BLK: 011, LOT: 002, ADDN: WESTRIDGE PARK, SEC 27,CORRECTION PLAT	1115 TRADEWINDS LLC	\$ 1,304,830
R000211572	1119 TRADEWINDS BLVD	1.427637	BLK: 011, LOT: 001, ADDN: WESTRIDGE PARK, SEC 27, CORRECTION PLAT	LA MISSION RAMIREZ LLC	\$ 2,111,620
R000211571	1101 WINDHAVEN DR	1.484837	BLK: 008, LOT: 013, ADDN: WESTRIDGE PARK, SEC 27, CORRECTION PLAT	SERENITY HOTELS LLC	\$ 7,737,041
R000211568	5711 DEAUVILLE BLVD	1.482558	BLK: 008, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 27,CORRECTION PLAT	RUMA LLC	\$ 258,170
R000211117	5700 W HWY 0080	1.242946	BLK: 001,LOT: 04A, ADDN: GATEWAY PLAZA, SEC 9	EQUITY COMMERCIAL PROPERTIES LLC	\$ 147,340
R000209737	401 TRADEWINDS BLVD	1.003488	BLK: 009,LOT: 006,ADDN: WESTRIDGE PARK, SEC 25	INSIGNIA YOGIJI LLC	\$ 1,269,630
R000209735	501 TRADEWINDS BLVD	1.669274	BLK: 009,LOT: 004,ADDN: WESTRIDGE PARK, SEC 25	SPROUTS ENERGY LLC	\$ 2,317,930
R000209733	601 TRADEWINDS BLVD	0.828251	BLK: 009,LOT: 002,ADDN: WESTRIDGE PARK, SEC 25	SMC DIVERSIFIED HOLDINGS INC	\$ 90,200
R000209732	607 TRADEWINDS BLVD	0.826294	BLK: 009,LOT: 001,ADDN: WESTRIDGE PARK, SEC 25	TRIPLE HEALTHCARE SERVICES LLC	\$ 89,980
R000209651	5801 DEAUVILLE BLVD	17.09079	BLK: 008, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 26	JDM	\$ 47,472,360
R000209402	--	0.314491	BLK: 008, COMMON AREA D, ADDN: LEGENDS PARK SEC 5	LEGENDS PARK HOA	\$ 140
R000209310	1700 TRADEWINDS BLVD	4.390238	BLK: 004, LOT: 01C, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT	HGH INVESTMENTS LLC	\$ 375,490
R000209288	5608 WESTRIDGE RD	2.11775	BLK: 002, LT: 6-D, ADDN: WESTRIDGE PARK, SEC 24	5608 WESTRIDGE MIDLAND LLC	\$ 369,000
R000209287	1401 N LOOP 00250 W	1.23402	BLK: 002, LT: 6-C, ADDN: WESTRIDGE PARK, SEC 24	SWQ LOOP 250 & 191 LLC	\$ 1,131,213
R000209286	1307 N LOOP 00250 W	1.607356	BLK: 002, LT: 6-B, ADDN: WESTRIDGE PARK, SEC 24	SWQ LOOP 250 & 191 LLC	\$ 1,915,038
R000209225	6301 DEAUVILLE BLVD	24.88041	BLK: 010, LOT: 001, ADDN: WESTRIDGE PARK, SEC 23	CHEVRON USA INC	\$ 73,537,838
R000209081	5511 SEABOARD AV	2.656639	BLK: 002,LOT: 006B, ADDN: GATEWAY PLAZA, SEC 6	SALAZAR SERVICE & TRUCKING CORP	\$ 4,862,000
R000208937	6000 NOLAN RYAN DR	2.361107	COMMON AREA C, ADDN: LEGENDS PARK SEC 4	LEGENDS PARK HOA	\$ 1,030
R000208413	1301 N LOOP 00250 W	4.171084	BLK: 002, LOT 008, ADDN: WESTRIDGE PARK	MCRT MIDLAND 3 LP	\$ 12,196,573
R000208412	1808 TRADEWINDS BLVD	10.21999	BLK: 004, LOT: 01B, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT	MACK MIDLAND LLC	\$ 34,807,030
R000208179	5509 CHAMPIONS DR	10.1063	BLK: 006, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 35	EOG RESOURCES INC	\$ 39,898,159
R000207934	5716 DEAUVILLE BLVD	2.984348	BLK: 003, LOT: 008A, ADDN: WESTRIDGE PARK, SEC 18	MIDLAND SHS DEVELOPMENT LP	\$ 8,514,206
R000207732	5508 DEAUVILLE BLVD	2.511122	BLK: 002, LOT: 007, ADDN: WESTRIDGE PARK, SEC 17	MCRT MIDLAND 2 LP	\$ 5,644,419
R000207512	5900 NOLAN RYAN DR	4.266299	COMMON AREA B, ADDN: LEGENDS PARK	LEGENDS PARK HOA	\$ 1,860
R000207477	5601 CHAMPIONS DR	0.315291	BLK: 003, LOT: 058, ADDN: LEGENDS PARK	TERRY TYLER ZACHARY	\$ 368,080
R000207476	5603 CHAMPIONS DR	0.288656	BLK: 003, LOT: 057, ADDN: LEGENDS PARK	SOTO JULIO CESAR	\$ 389,850
R000207475	5605 CHAMPIONS DR	0.216285	BLK: 003, LOT: 056, ADDN: LEGENDS PARK	SUN SINATH	\$ 331,360
R000207474	5607 CHAMPIONS DR	0.190775	BLK: 003, LOT: 055, ADDN: LEGENDS PARK	MALDONADO FRANCISCO	\$ 339,350
R000207473	5609 CHAMPIONS DR	0.22017	BLK: 003, LOT: 054, ADDN: LEGENDS PARK	HANNSZ JEREMY CLAY	\$ 354,760
R000207186	--	2.584005	BLK: 003, LOT: 010, ADDN: GATEWAY PLAZA SEC 2	GRACE PARTNERSHIP LLC	\$ 1,120
R000207185	1701 TRADEWINDS BLVD	6.041376	BLK: 003, LOT: 009, ADDN: GATEWAY PLAZA SEC 5	MIDLAND GW PLAZA APARTMENTS LP	\$ 6,392,888
R000207184	1811 TRADEWINDS BLVD	9.078175	BLK: 003, LOT: 08A, ADDN: GATEWAY PLAZA SEC 11	TEXAS HOUSING FOUNDATION	\$ -
R000207183	5708 STARBOARD DR	1.610792	BLK: 003, LOT: 07A, ADDN: GATEWAY PLAZA SEC 10	VANSH HOTEL LLC	\$ 2,844,815
R000207178	5518 STARBOARD DR	1.647323	BLK: 003, LOT: 002A, ADDN: GATEWAY PLAZA SEC 7	JARA HOTELS LLC	\$ 5,683,167
R000207177	5504 STARBOARD DR	1.950497	BLK: 003, LOT: 01A, ADDN: GATEWAY PLAZA SEC 7	NANA HOTELS LLC	\$ 241,060
R000206868	5501 STARBOARD DR	2.374482	BLK: 002.LOT: 007,ADDN: GATEWAY PLAZA	MIDLAND INVESTMENT PARTNERS LLC	\$ 280,310

PACKET

37.53

December 17, 2024

Preliminary Project and Financing Plan, TIRZ #4

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000206867	5511 STARBOARD DR	1.185013	BLK: 002, LOT: 006A, ADDN: GATEWAY PLAZA, SEC 6	SALAZAR SERVICE & TRUCKING CORP	\$ 142,550
R000206866	5519 STARBOARD DR	2.295873	BLK: 002, LOT: 005, ADDN: GATEWAY PLAZA	CINERGY ACQUISITIONS LLC	\$ 275,520
R000206863	1917 LIBERTY DR	1.716397	BLK: 002, LOT: 002A, ADDN: GATEWAY PLAZA, SEC 3	GRACE PARTNERSHIP LLC	\$ 750
R000206862	1917 LIBERTY DR	8.179412	BLK: 002, LOT: 001A, ADDN: GATEWAY PLAZA, SEC 3	CINERGY CINEMAS MIDLAND LP	\$ 7,250,000
R000206857	5716 W HWY 00080	1.627994	BLK: 001, LOT: 001, ADDN: GATEWAY PLAZA	EQUITY COMMERCIAL PROPERTIES LLC	\$ 195,260
R000206605	5801 ANDREWS HWY	3.563495	BLK: 007, LOT: 003, ADDN: WESTRIDGE PARK, SEC 16	CAVENDER REAL ESTATE OF MIDLAND II LLC	\$ 5,232,850
R000206604	1505 CATALINA DR	3.011311	BLK: 007, LOT: 002A, ADDN: WESTRIDGE PARK, SEC 22	AHIP TX MIDLAND 1505 PROPERTIES LLC	\$ 6,422,567
R000206603	1401 CATALINA DR	2.03223	BLK: 007, LOT: 001A, ADDN: WESTRIDGE PARK, SEC 22	AHIP TX MIDLAND 1401 PROPERTIES LLC	\$ 5,447,626
R000206600	5715 ANDREWS HWY	3.250437	BLK: 003, LOT: 06C, ADDN: WESTRIDGE PARK, SEC 16	LUSSO REAL ESTATE LLC	\$ 3,547,960
R000206151	1201 TRADEWINDS BLVD	0.990627	BLK: 003, LOT: 05B, ADDN: WESTRIDGE PARK, SEC 14	RIOM CORPORATION	\$ 1,233,390
R000204372	207 TRADEWINDS BLVD	2.121508	BLK: 001, LOT: 001, ADDN: WESTRIDGE PARK, SEC 1	EQUITY TRUST COMPANY CUSTODIAN	\$ 231,960
R000204271	5606 WESTRIDGE BLVD	2.001815	BLK: 002, LT: 6-A, ADDN: WESTRIDGE PARK, SEC 24	BURTON HOTEL GROUP	\$ 4,700,000
R000203925	0 S LOOP 00250 W	308.7646	S/2, SEC: 48, BLK: 40-T1S	CUMBERLAND & WESTERN RESOURCES LLC	\$ -
R000111361	301 N LOOP 00250 W	28.47591	BLK: 006, LOT: 01A, ADDN: WESTRIDGE PARK, SEC 9	CRESTVIEW BAPTIST CHURCH	\$ -
R000105912	5904 W HWY 00080	1.595068	SW/PART, SEC: 1, BLK: 40-T2S	FRANKS STEPHEN B	\$ 446,006
R000058156	5607 ANDREWS HWY	0.80795	BLK: 002, LOT: 005, ADDN: WESTRIDGE PARK, SEC 8	SAMS REAL ESTATE BUSINESS TRUST	\$ 541,090
R000058062	1403 N LOOP 00250 W	2.396634	BLK: 002, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 34	SUMMIT MIDLAND LLC	\$ 4,750,000
R000057884	303 W N LOOP 00250	7.846894	BLK: 006, LOT: 001, ADDN: WESTRIDGE PARK, SEC 6	GPV MIDLAND #2 LP	\$ 157,200
R000057880	5509 DEAUVILLE BLVD	2.533078	BLK: 005, LOT: 001, ADDN: WESTRIDGE PARK, SEC 6	MCRT MIDLAND 1 LP	\$ 5,976,748
R000057879	5612 DEAUVILLE BLVD	3.521342	BLK: 004, LOT: 01C, ADDN: WESTRIDGE PARK, SEC 21	BURTON HOTEL GROUP	\$ 4,789,980
R000057877	1500 CATALINA DR	6.23795	BLK: 003, LOT: 06E, ADDN: WESTRIDGE PARK, SEC 45	LUSSO REAL ESTATE LLC	\$ 1,143,890
R000057876	1207 TRADEWINDS BLVD	1.207283	BLK: 003, LOT: 05A, ADDN: WESTRIDGE PARK, SEC 14	RIOM CORPORATION	\$ 2,064,070
R000057875	1401 TRADEWINDS BLVD	2.82367	BLK: 003, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 15	SUMMIT NCI JV 175 LLC	\$ 9,899,967
R000057873	1505 TRADEWINDS BLVD	2.268028	BLK: 003, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 10	MIDLAND PLATINUM II LP	\$ 6,386,246
R000051295	5707 ANDREWS HWY	1.501957	BLK: 003, LOT: 001, ADDN: WESTRIDGE PARK, SEC 5	DEWITT PARTNERS LTD	\$ 1,010,530
R000051294	5407 ANDREWS HWY A	11.03935	BLK: 002, LOT: 003, ADDN: WESTRIDGE PARK, SEC 4	HEB GROCERY CO LP	\$ 8,866,220
R000051293	5509 ANDREWS HWY	0.844905	BLK: 002, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 8	KOUZAR LLC AND HENRY BAY HOLDINGS LLC	\$ 887,090
R000051289	207 TRADEWINDS BLVD	7.876931	BLK: 001, LOT: 001 LESS 2.13 AC, ADDN: WESTRIDGE PARK, SEC 1	TRADEWINDS MIDLAND LLC	\$ 4,498,910
R000007527	0 S LOOP 00250 W	216.5845	N/PART, SEC: 1, BLK: 40-T2S	CUMBERLAND & WESTERN RESOURCES LLC	\$ -
R000007518	5904 W HWY 00080	13.92513	8.67 AC OUT OF SEC: 1, BLK: 40-T2S	FRANKS STEPHEN B	\$ 182,070
R000007517	--	17.54951	NE/4, SEC: 48, BLK: 40-T1S	TRADEWINDS & THOMASON APARTMENTS LLC	\$ 351,000
--	5514 CHAMPIONS DR	101.88	--	--	\$ -
--	400 S LOOP 250 W	7.07	--	--	\$ -
--	5701 STARBOARD DR	4.858099	--	--	\$ -
--	410 S LOOP 250 W	1.61	--	--	\$ -
--	1407 N LOOP 250 W	0.76797	--	--	\$ -

December 17, 2024



ITEM 39

CREATING TAX INCREMENT REINVESTMENT
ZONE NO. 4 ALONG LOOP 250 WEST +
INCLUDING THE SPORTS COMPLEX



Visit Our Website

MIDLANDTEXAS.GOV

PACKET

37.55

December 17, 2024

PURPOSE

Consider an ordinance creating **Tax Increment Reinvestment Zone #4** to support the **Scharbauer Sports Complex** and ancillary development, enhancing Midland's quality of life + regional competitiveness as a youth sports destination, and:

- Establishing its boundary, term, and board of directors; and
- Attaching a Preliminary Project & Financing Plan



STRATEGIC PLAN LINKS

Goal 1. Strong Economy with More Quality Jobs

- 1.1 Increase the Midland sales tax & **HOT** base
- 1.2 Enhance **visitor revenue opportunities**
- 1.3 Continue Downtown + **West Midland** Development
- 1.4 Nurture development districts
- 1.6 **Diversify** Midland's economy
- 1.7 Expand opportunities for general + **small business**
- 1.9 Establish our community as a **premier destination** for retail and entertainment



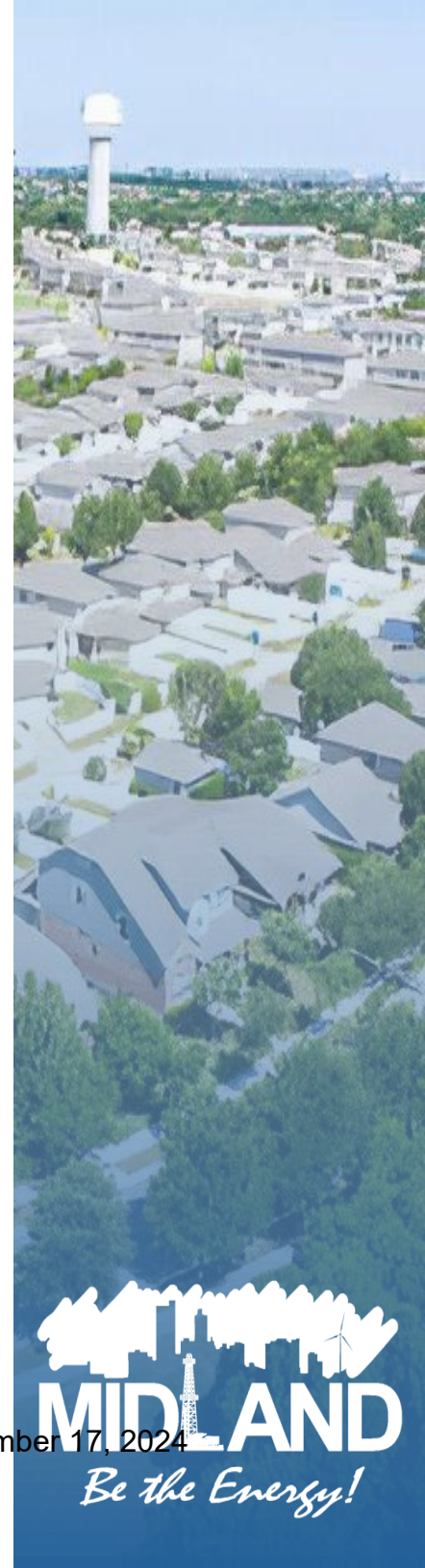
STRATEGIC PLAN LINKS

Goal 3. Quality of Life and Place

- 3.2 Foster relationships: Collaborate to **create world-class facilities + amenities**
- 3.3 Create an attractive + inclusive living environment: Develop **live, work, and play** opportunities
- 3.6 Build the **best parks system in our region**

Goal 6. Strengthen and Sustain our Infrastructure

- 6.2 Enhance infrastructure for **economic growth**
- 6.5 Implement a **funding stream** for infrastructure



SPORTS COMPLEX



AN ECONOMIC OPPORTUNITY

- Developing **youth sports as an economic driver** + business recruitment tool
- Ancillary hotel, entertainment, and restaurant development
- Building on existing investments: Midland Athletic Syndicate, Rockhounds, Wildcatter Trail, Beal Park
- Midland Zoo + The Preserve
- SH 191 corridor connections

PURPOSE OF TIRZ #4

- Establishing TIRZ No. 4 enhances quality of life by providing critical funding for the **Scharbauer Sports Complex** and supporting development
- Provides **dedicated funding stream** to support capital projects and ongoing maintenance of the facility
- Boosts Midland's appeal and **competitiveness in youth sports**
- Strengthens Midland's role as a **regional sports destination**



Includes approximately 1,066 acres along the Loop 250 West corridor, including the City-owned Sports Complex

CREATION PROCESS

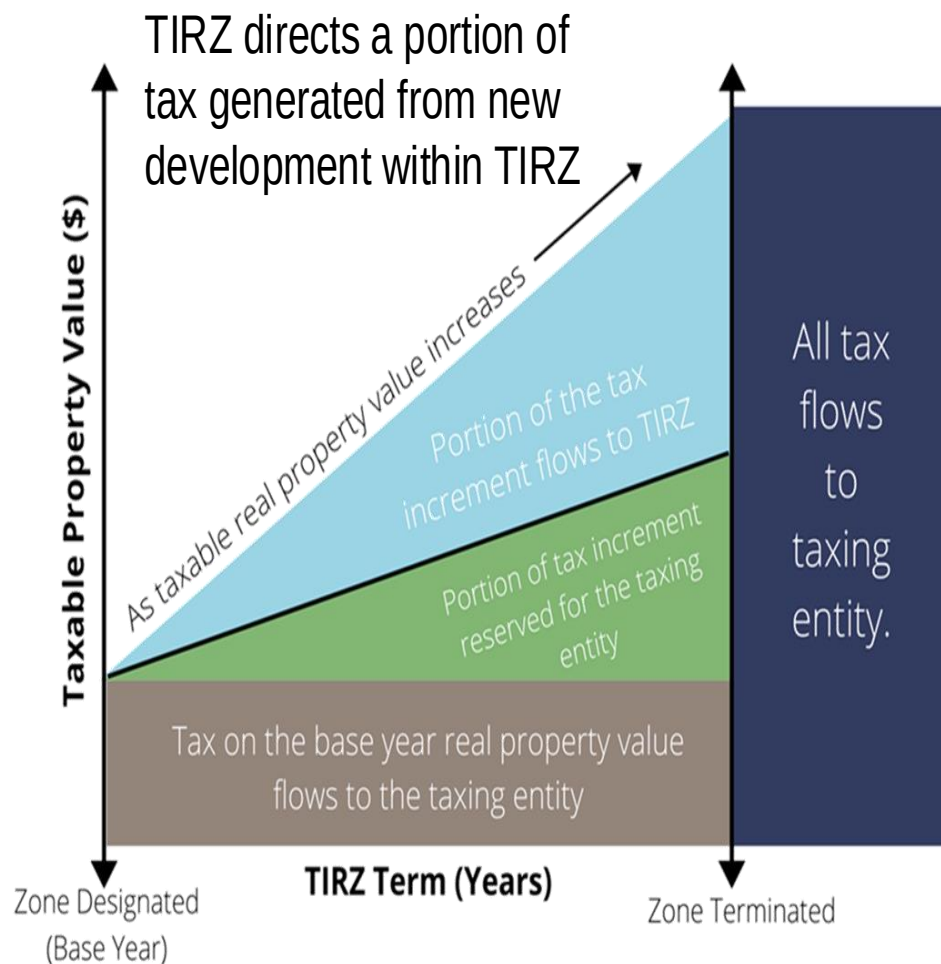
Chapter 311 outlines procedures for creating or amending a TIRZ. Two main documents:

1. **Creation ordinance**; and
2. TIRZ Project + Financing Plan

Creation ordinance establishes four key elements:

- Boundary;
- Term;
- TIRZ Board; and
- Preliminary Project + Financing Plan

The Final Project + Financing Plan is approved by the TIRZ Board and then the City Council by separate ordinance, including participation rate.



DEVELOPMENT PROJECTIONS

- Overview of potential development scope and timing within the TIRZ
- Based on market and development trends, and guidance from the City
- Reflects anticipated growth over the life of the TIRZ (30 years)

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #4				
Auto Dealership	2025	35,000	\$ 150	\$ 5,250,000
Retail - QSR	2026	24,000	\$ 500	\$ 12,000,000
Hotel	2028	75	\$ 85,000	\$ 6,375,000
Multifamily	2028	200	\$ 150,000	\$ 30,000,000
Total				\$ 53,625,000

PROJECTED TAX REVENUE

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$146,874,210	\$38,438,763	\$108,435,447
Midland County	\$32,091,552	\$0	\$32,091,552
Midland Hospital	\$17,648,620	\$0	\$17,648,620
Midland College	\$12,648,375	\$0	\$12,648,375
Midland ISD	\$133,678,294	\$0	\$133,678,294
MEDC	\$6,017,694	\$0	\$6,017,694
Total	\$348,958,745	\$38,438,763	\$310,519,981

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$146,874,210	\$38,438,763	\$108,435,447
City of Midland - Real Property	\$52,806,751	\$26,403,376	\$26,403,376
City of Midland - Personal Property	\$643,531	\$0	\$643,531
City of Midland - Sales	\$24,070,775	\$12,035,388	\$12,035,388
City of Midland -HOT	\$69,353,152	\$0	\$69,353,152

- Proposing **50% of the City's real property & sales tax increment** within the Zone, above a 2024 base
- 30-year term** - December 31, 2054 (with final year's tax to be collected by September 1, 2055)
- Total Taxes Generated includes Real Property, Sales, and 7% City Hotel Occupancy Tax

ELIGIBLE PROJECTS

Proposed Project Costs - TIRZ #4		
Public Utilities	\$ 1,921,938	5%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking and Transit Improvements	\$ 1,921,938	5%
Street and Intersection Improvements	\$ 1,921,938	5%
Pedestrian Enhancements	\$ 1,921,938	5%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 3,459,489	9%
Operating Reinvestment Zone Project Facilities	\$ 19,219,382	50%
Economic Development Grants	\$ 7,687,753	20%
Administrative Costs	\$ 384,388	1%
Total	\$ 38,438,763	100%

- Categories include all projects eligible under Chapter 311
- Costs are estimates and may be revised
- Savings from one line item may be applied to a cost increase in another
- Individual TIRZ project cost allocations will be evaluated on a case-by-case basis and brought to the TIRZ Board + City Council for consideration

PROPOSED NEXT STEPS

Adopt creation ordinance, including:

- Boundary
- Term (30-year term through Dec. 31, 2054)
- TIRZ Board (composed of City Council; offers opportunity to add members if other taxing units choose to participate)
- Preliminary Project + Financing Plan



PROPOSED NEXT STEPS

Nov. 12th

- 1st Reading + Public Hearing for Creation Ordinance

Dec. 17th

- 2nd Reading for Creation Ordinance

1st Quarter 2025

- Adopt Final Project + Financing Plan and participation rate



MISSION

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



City Council Meeting

Item Number: 38
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Daniel Humbert, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, CAVENDER ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ARLINGTON ROAD AND DEAUVILLE BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of Cavender Real Estate of Midland IV, LLC, is requesting a Specific Use Designation without Term for an Automobile or Other Motorized Vehicle Sales and Service located at 6701 South Highway 191.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:**Surrounding Zoning and Land Use:**

The zoning to the south is MF-16, Multiple-Family Dwelling District. The surrounding zoning to the north and east is RR, Regional Retail District. There is no zoning to the west as it is part of the ETJ, Extraterritorial Jurisdiction.

There is no adjacent land use to the north, south, east and west as all properties are vacant and undeveloped.

Analysis:

The property is located at 6701 South Highway 191 and is currently vacant and undeveloped. The property is zoned RR, Regional Retail District which allows for the use of an *Automobile or Other Motorized Vehicle Sales and Service* with a Specific Use Designation without Term. Per the definition of *Automobile or Other Motorized Vehicle Sales and Service* as defined in Section 11-1-2.01.33:

A business providing sales, display and service of new and used motorized vehicles, including motorcycles, RVs, and boats – not including semi-truck or heavy truck sales. [11-1-2.01.33]

The dealership will have to comply with the regulations set forth in Section 11-1-4.04.A.6:

- a. Allowed by Specific Use Designation, according to the permitted Use Chart.*
- b. All exterior light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries and so installed as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets.*
- c. No intermittent or flashing lights shall be permitted.*
- d. Luminaries shall be mounted at a height not to exceed 30 feet as measured vertically from the horizontal surface of the nearest parking pavement.*
- e. All building façades shall be constructed with the same masonry materials that meet the masonry regulations for the zoning district in which the property is located.*
- f. No exterior auditory devices shall be permitted.*

The hours of operation for the Cavender Mercedes-Benz Dealership are:

Monday through Saturday from 9:00 a.m. to 8:00 p.m.

The proposed hours of operation for the Automobile or Other Motorized Vehicle Sales and Service are:

Monday through Saturday from 9:00 a.m. to 8:00 p.m.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan as the Tall City Tomorrow Plan designated this area as U-H, Urban-High. The U-H designation supports regional commercial. The Cavender Mercedes-Benz Dealership and the Automobile or Other Motorized Vehicle Sales and Service is a use that is complementary to the surrounding future development.

The request is also in compliance with Chapter 6-Character Plan Goal 4, which is to "Identify partnerships to produce neighborhood and commercial centers that are attractive, functional, and of high quality." This Automobile or Other Motorized Vehicle Sales and Service will contribute to the production of more quality products that meet the needs of today's residents, reflect the pride residents have in their community, and that will last well into the future.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No Objections.

Engineering: (Approved)

No objection. [For the Applicant's information only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

No Objections.

Planning:

The Planning & Zoning Commission recommended approval of this request on November 4, 2024.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for an Automobile or Other Motorized Vehicle Sales and Service, subject to Conditions A through C.

Conditions:

- A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**
- B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.**
- C. That the operator of the Specific Use shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation With Term are satisfied.**

Letters of Objection:

As of December 10, 2024, staff has received no letters of objection.

Attachments:

Application
Site Plan (Exhibit A)
Maps
Photos
PowerPoint

For E. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT
MAP OF THE CITY OF MIDLAND TO GRANT A
SPECIFIC USE DESIGNATION WITHOUT TERM FOR
LOT 1, BLOCK 1, CAVENDER ADDITION, CITY AND
COUNTY OF MIDLAND, TEXAS (GENERALLY
LOCATED AT THE NORTHWEST CORNER OF THE
INTERSECTION OF ARLINGTON ROAD AND

WHEREAS, the City Planning and Zoning Commission and the Governing Body
of DEAUVILLE BOULEVARD), WHICH IS PRESENTLY

ZONED RR, REGIONAL RETAIL DISTRICT,

the City of Midland, Texas, SAID PROPERTY TO BE USED FOR the City Charter, the City Code, and
State

AUTOMOBILE OR OTHER MOTORIZED VEHICLE

law, have given the requisite notice by United States mail, publication and
otherwise; and

SUBJECT TO CERTAIN CONDITIONS AND

after holding due hearings affording a full and fair hearing to all of the property
owners

A CUMULATIVE CLAUSE; CONTAINING A SAVINGS

generally, and particularly to those interested persons situated in the affected area
and in the

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

vicinity thereof, the Governing Body of the City of Midland finds that the public
SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is

convenience

hereby amended to grant the Property a Specific Use Designation Without
Term for
Block

SECTION TWO. That the Property shall be subject to the following conditions,
1, Cavender Addition, City and County of Midland, Texas (the "Property"), as set
with, and
CITY OF MIDLAND

A. That the use and development of the Property for the Specific Use shall

B. ~~significantly conform to the site plan, which is attached hereto as Exhibit~~
SECTION FOUR. If any section, subsection, sentence, clause or phrase of

this
C. That the operator of the Specific Use shall obtain a Certificate of
and conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.
Occupancy

ordinance is, for any reason, held to be unconstitutional or invalid, such holding
shall not SECTION THREE. The provisions of this ordinance are to be cumulative of all
conditions of

other ordinances or parts of ordinances governing or regulating the same subject
affect the validity of the remaining portions of this ordinance. The Council of the
City of

that covered herein; provided, however, that all prior ordinances or parts of
Midland hereby declares that it would have passed this ordinance and each
ordinances,
section,

inconsistent with or in conflict with any of the provisions of this ordinance are
subsection, sentence, clause, or phrase hereof in respect of the fact that any one
hereby

expressly repealed to the extent of any such inconsistency or conflict
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).

The above and foregoing ordinance was duly proposed, read in full and
SECTION SIX. The City Secretary is hereby authorized and directed to publish
the

first reading, the _____ day of _____, A.D., 2024; and passed to second
reading, _____ by the following vote:

descriptive caption of this ordinance in the manner and for the length of time
prescribed by
PACKET 38.6 December 17, 2024

on motion of Council member _____, seconded by Council
member _____
the law as an alternative method of publication.

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

Council members voting "AYE":
member _____, on the _____ day of _____, A.D., 2025, at a regular

Council members voting "NAY":
meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

ATTEST:

Lori Merritt Blong, Mayor

Marcia Bentley-German, City Secretary
APPROVED AS TO CONTENT

AND COMPLETENESS:

Elizabeth Triggs, Planning and Development
Officer
APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

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SCALE 1" = 40'

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571 PARKING SPACES
571 PARKING SPACES PROVIDED

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December 17, 2024

EXHIBIT
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OF 20



Specific Use Designation Application (Non-Alcohol)

Case Number: _____

Ord. Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: Cavender Real Estate of Midland IV, LLC		Phone (210) 410-0075 Email stephenc@cavendertoyota.com	
Address 5778 Stemmons, Ste. 130	City San Antonio	State TX	Zip 78238

Property Owner Printed Name: See applicant info		Phone () Email	
Address	City	State	Zip

Representative (if different from Applicant or Property Owner) Firm: Maverick Engineering Printed Name: Chase B. Dunnam, PE		Phone (432) 262-0999 Email cdunnam@maverick-eng.com	
Address 1909 W. Wall St., Ste. K	City Midland	State TX	Zip 79701

Type of Permit: Automobile Sales and Service	<i>For Office Use Only</i> ☐ with Term ☐ without Term
Is there any Code Enforcement action pending on property? ☐ Yes ☒ No	

Street Address: 6701 SH 191		
Legal Description Lot: 1 Block: 1 Subdivision: Cavender Addition		

Current Zoning: RR	
Maximum Floor Area: Approx. 43,655 SF	Maximum Occupancy: TBD
Proposed hours and days of use or operation: 9:00 AM - 8:00 PM , Monday-Saturday	
Reason for request: To operate a business that includes "Automobile or Other Motorized Vehicle Sales and Service" in RR zoning.	
Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: This development is following all state and local guidelines. The proposed use matches the use of adjacent developments, so there will be no change.	

Submittal and Fees Items to be submitted with this application form: - Application Fee – Payable to the 'City of Midland' - Dimensioned Site Plan showing - Parking (if applicable) - Building Footprint - Digital Copies of Site Plan (PDF/JPEG)
--

Signatures	
DocuSigned by:	
Applicant (signature): <u>Stephen Cavender</u> 8C78EF73AA67477...	Date: 10/11/2024
Applicant (printed): Stephen Cavender	
Property Owner (signature):	Date:
Property Owner (printed):	
<i>The Specific Use Designation shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Darin who, being by me duly sworn, upon oath says: That (s)he is authorized by Stephen Cavender, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Darin
Authorized Agent (signature)

Subscribed and sworn to before me, this 11th day of October, 20 24, to certify which witness my hand and seal of office.



SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☒ Site Plan in Digital Format (PDF/JPEG)
Check # <u>4983</u>	
Received By: <u>Beth Mary</u>	Date: <u>OCT 11 2024</u>

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36.0' OH OH OH
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0' 40' 80' 120'
SCALE 1" = 40'

20'
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FIREL A NE
PROPOSED
BUILDING
571 PARKING SPACES
571 PARKING SPACES PROVIDED

FUTURE
BUILDING
EXPANSION

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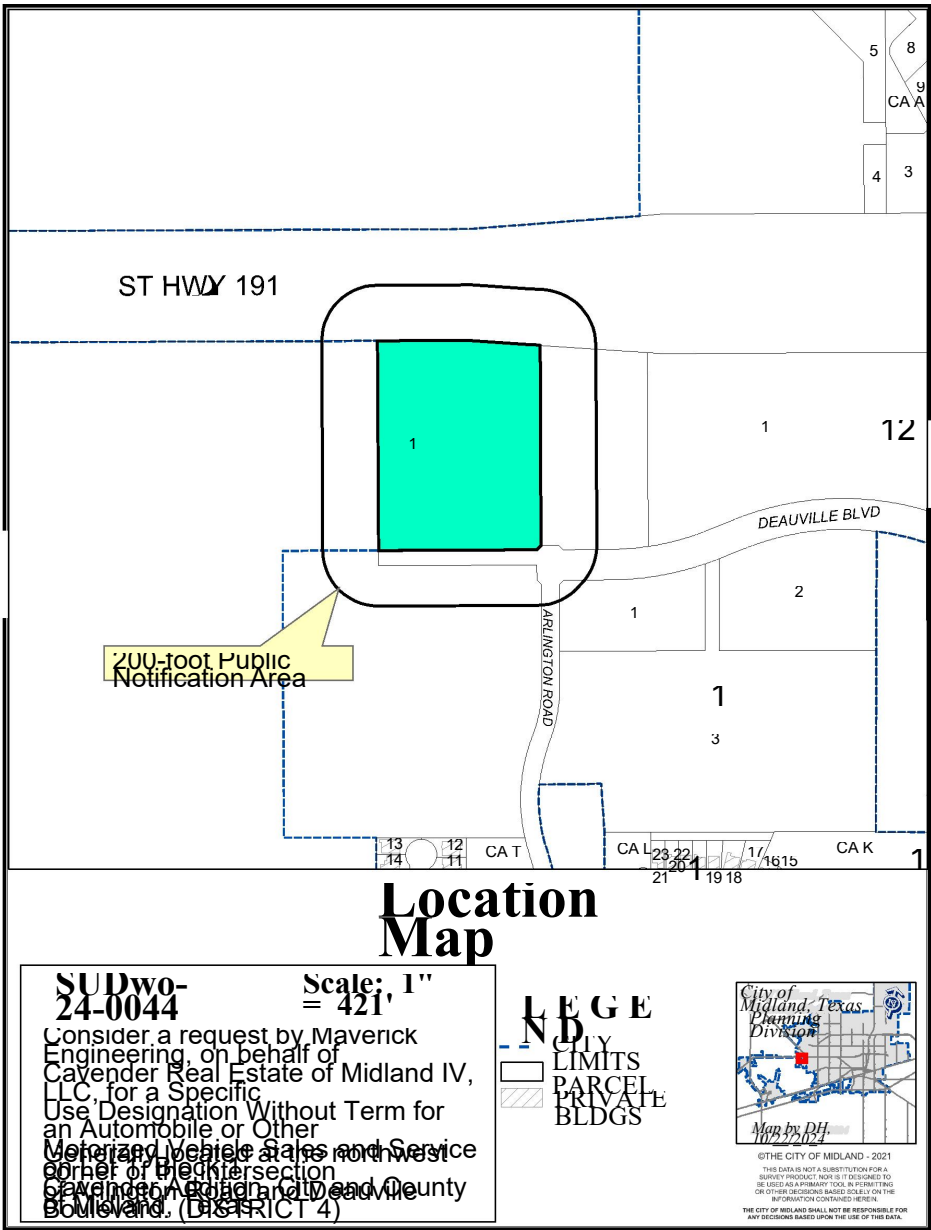
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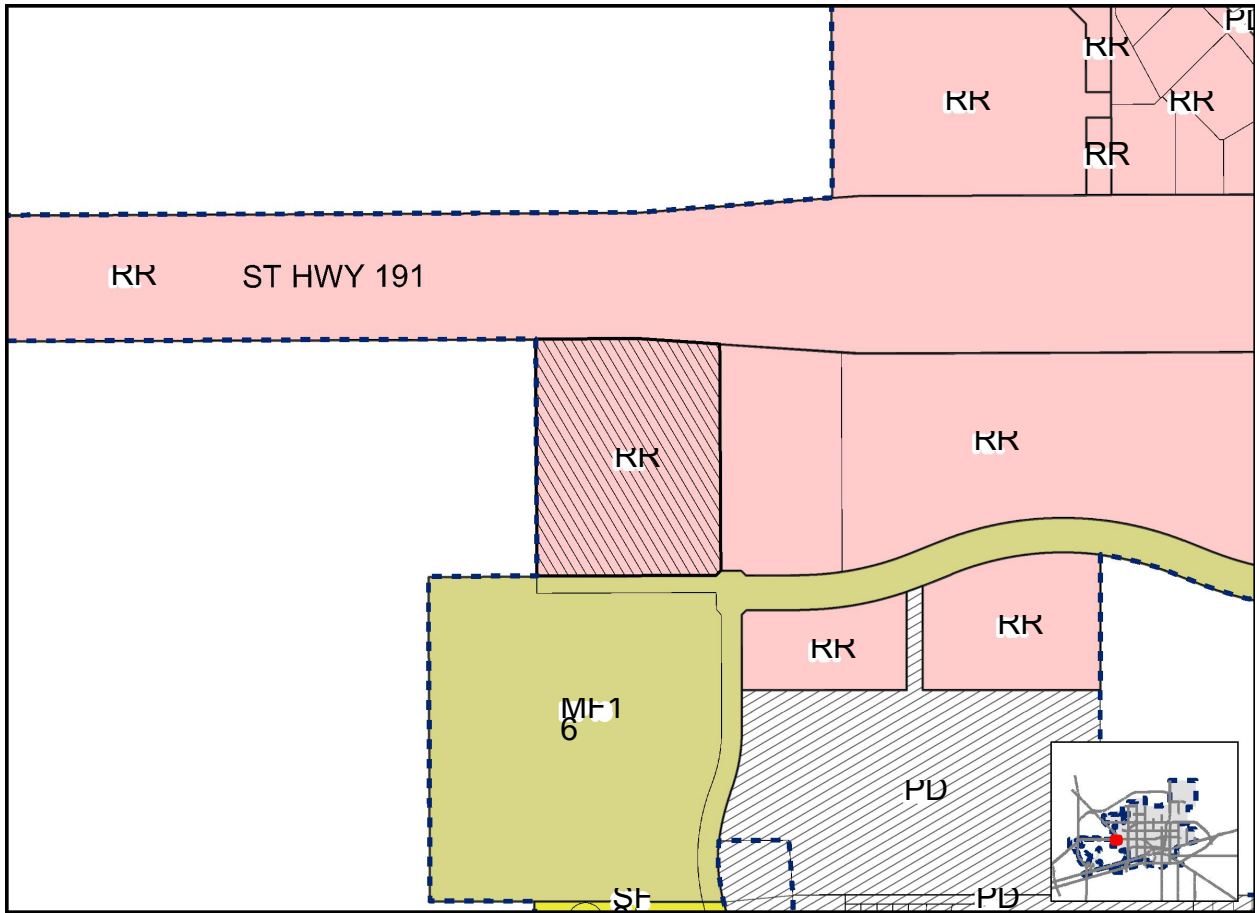
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December 17, 2024





Map Date: 10/23/2024

SUDwo-24-0044

Scale: 1" = 372'

**ZONING
MAP**



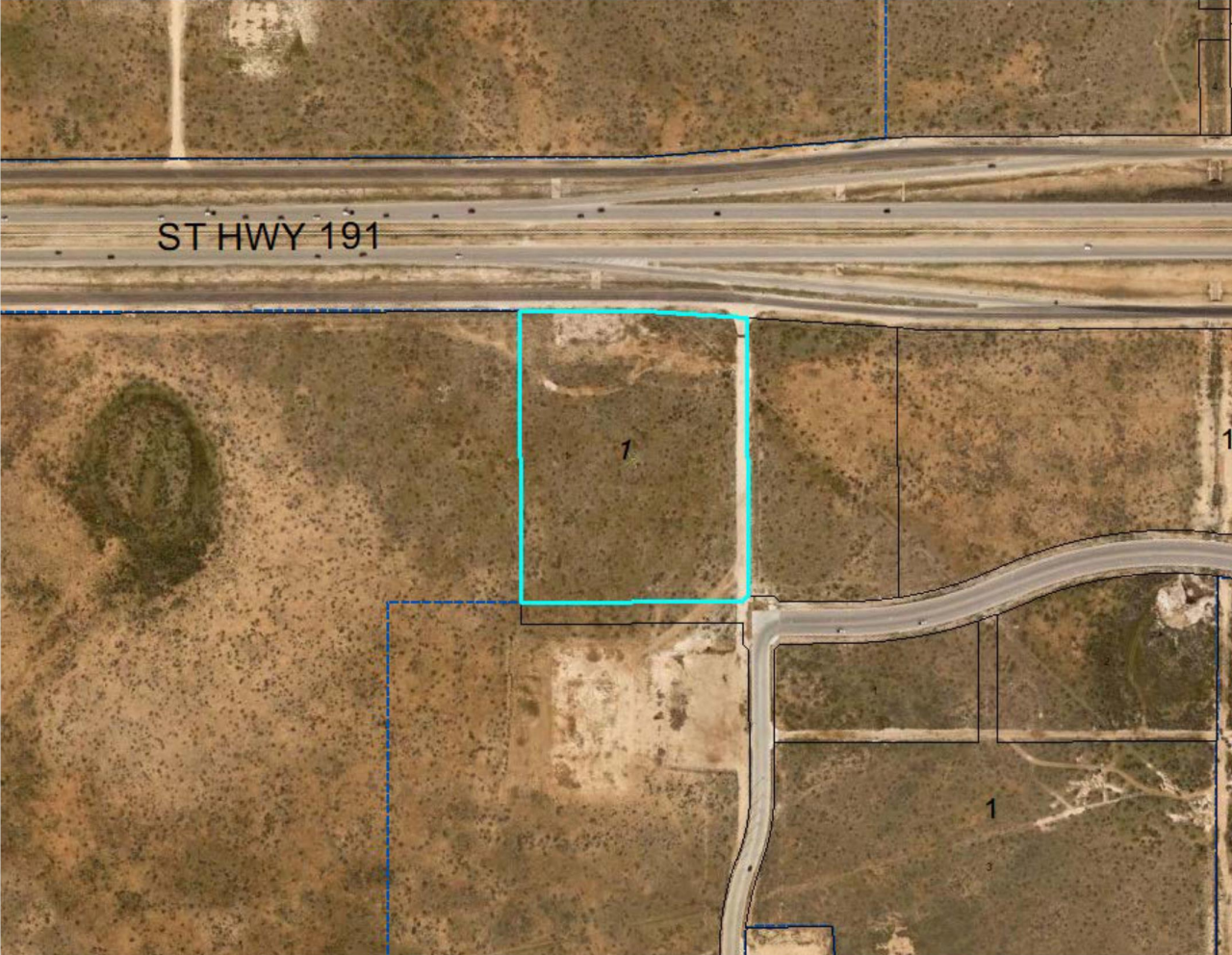
© THE CITY OF MIDLAND - 2021. THIS DATA IS NOT A SUBSTITUTE FOR A SURVEY PRODUCT. NOW IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PATRIOT PKWY

VICTORY PKWY

COLONY RD







CAVENDER MERCEDES-BENZ DEALERSHIP ITEM SPECIFIC USE DESIGNATION WITHOUT TERM

December 17, 2024



Visit Our Website

MIDLANDTEXAS.GOV

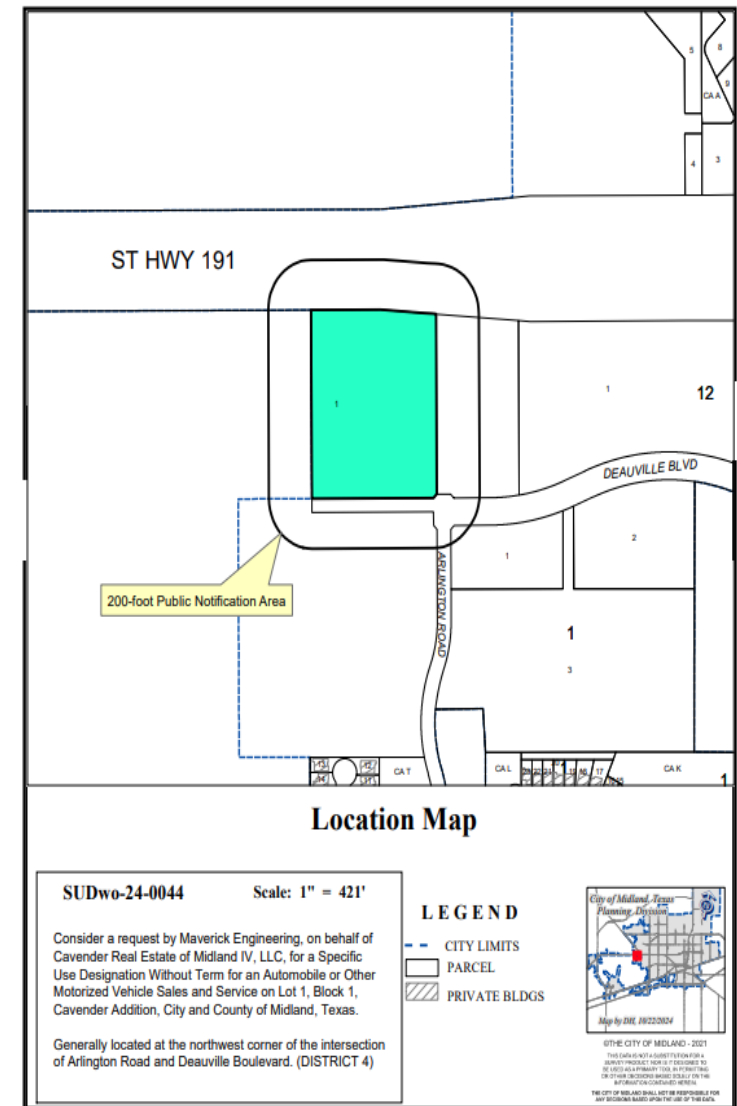
PACKET

38.16

December 17, 2024

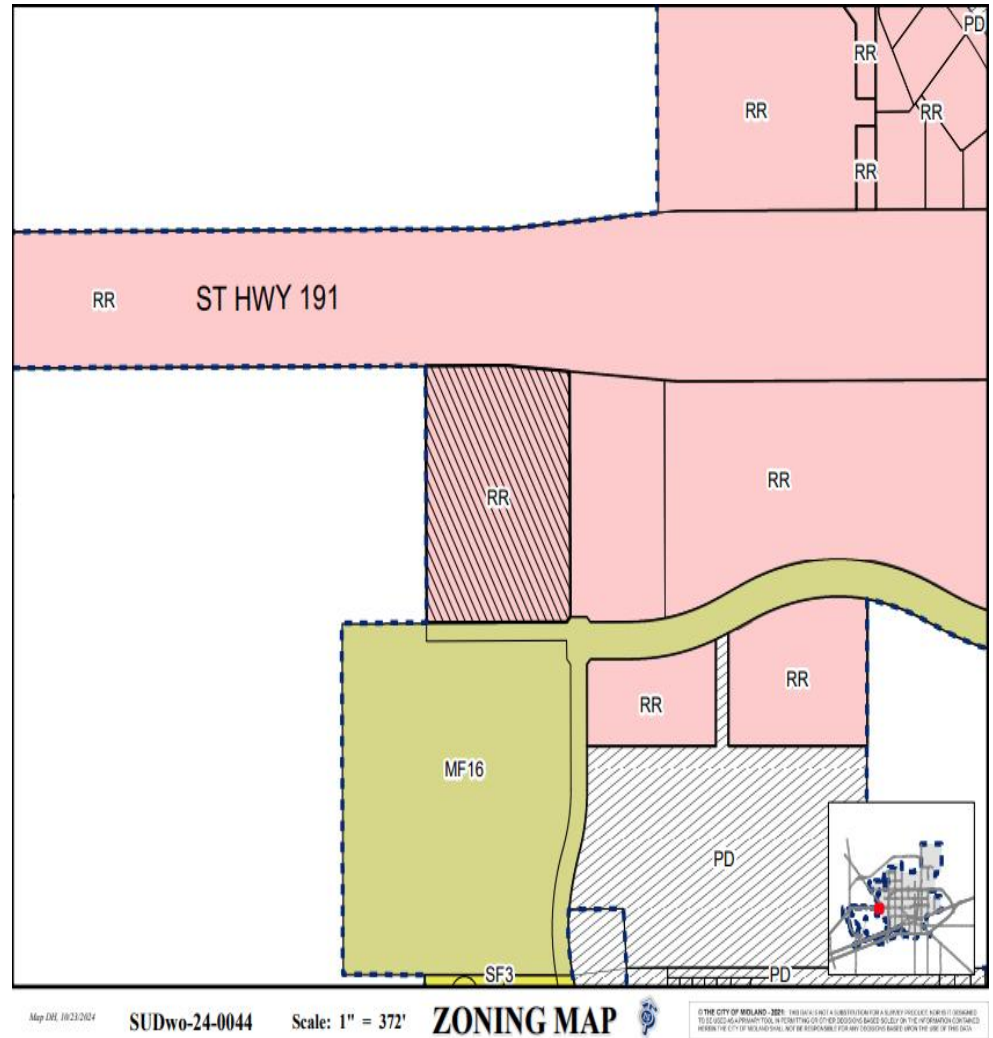
APPLICATION SUMMARY

- **Property Owner:** Cavender Real Estate of Midland IV, LLC
- **Applicant:** Chase Dunnam with Maverick Engineering
- **Type:** SUD Without Term for an Automobile or Other Motorized Vehicle Sales and Service
- **Address:** 6701 South Highway 191 (District 4)



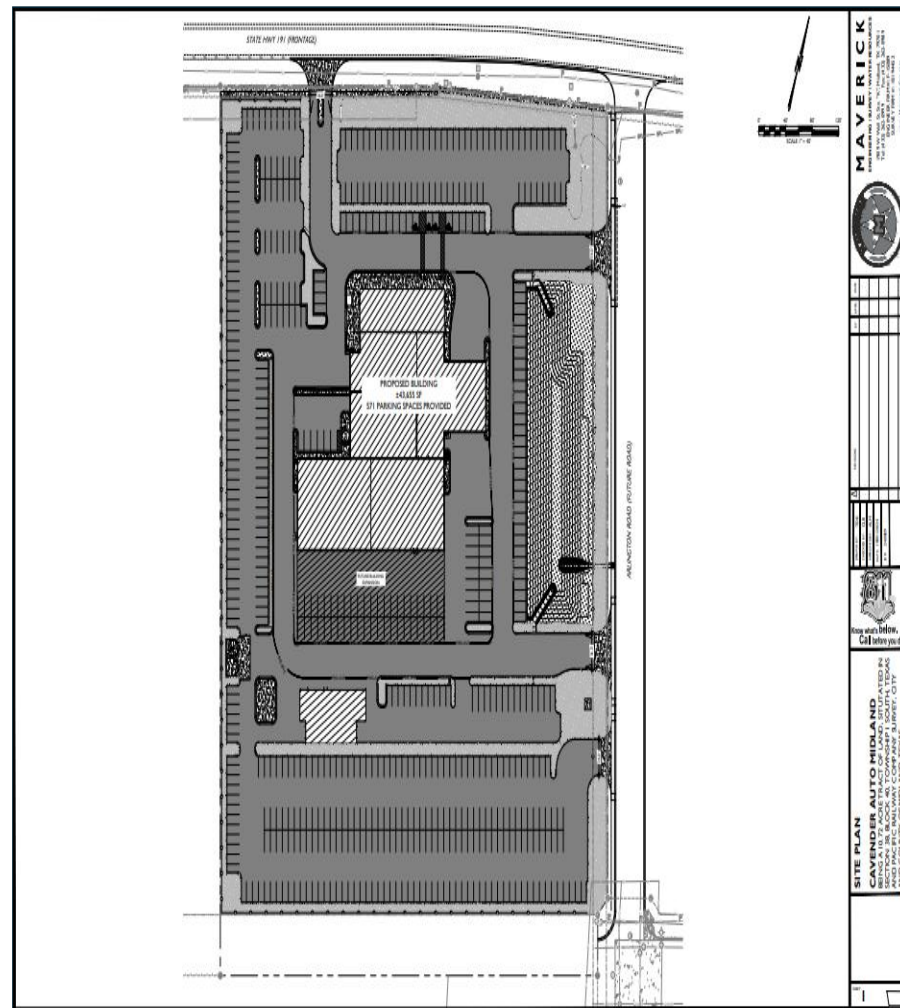
ZONING

- **Current Zoning:** RR, Regional Retail
- **Surrounding Zoning:**
 - **North & East:** RR, Regional Retail District
 - **South:** MF-16, Multiple-Family Dwelling District
 - **West:** ETJ, Extraterritorial Jurisdiction
- The use of Automobile or Other Motorized Vehicle Sales and Service is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03



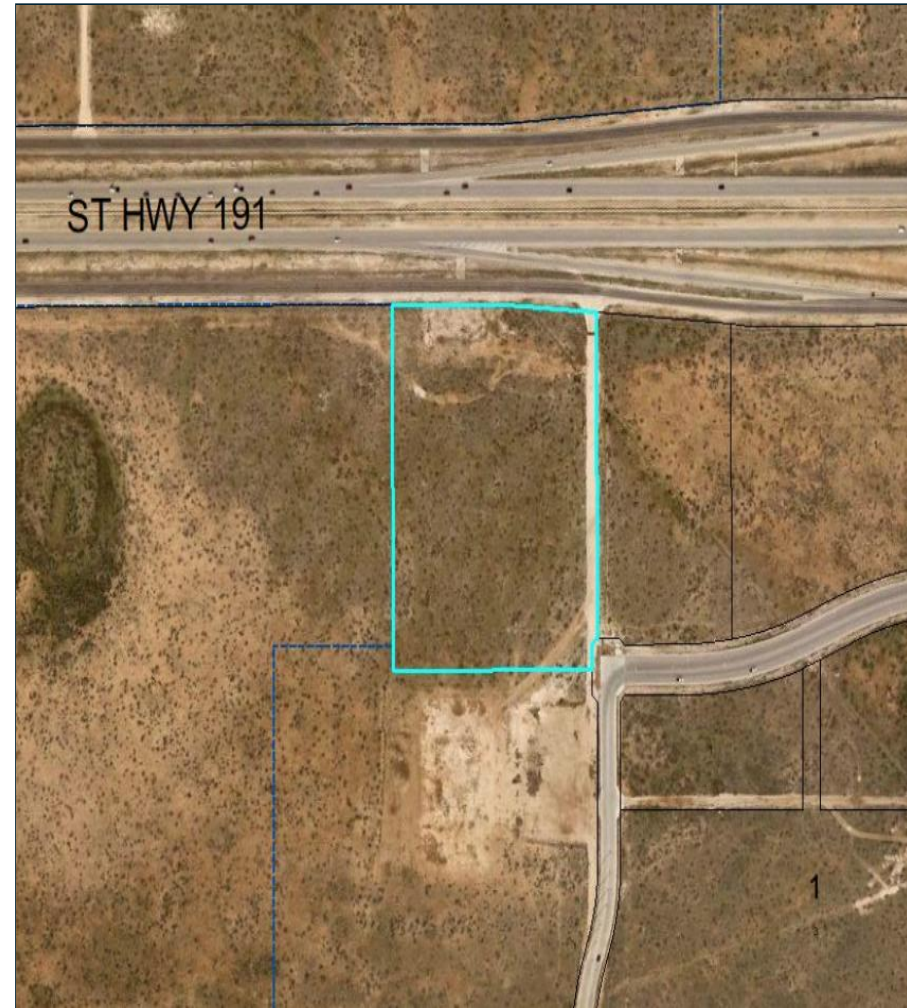
INFORMATION

- **Proposed Days and Hours of Operation:**
 - Monday – Saturday, 9:00 a.m. to 8:00 p.m.
- **Proposed Days and Hours of SUDwo:**
 - Monday – Saturday, 9:00 a.m. to 8:00 p.m.



LAND USE

- **Current Use:** Vacant lot
- **Proposed Use:** Automotive sales and service center
- **Surrounding Uses:**
 - **North/South/East/West:** Vacant lot





On Deauville Boulevard, Looking West

COMPREHENSIVE PLAN ANALYSIS

- TCT 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.
- 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
- Request is **compatible** with surrounding area & TCT Plan



RELATED ITEMS

- City Council approved the annexation of this property on August 13, 2024.
- City Council approved the initial zoning of this property on August 13, 2024.
- The Planning and Zoning Commission approved the final plat associated with this request on October 7, 2024.
- This request was recommended for approval by the Planning & Zoning Commission on November 4, 2024.



STAFF'S RECOMMENDATION

- Staff has received **no** letters of objection as of December 17, 2024.
- Staff recommends approval of the request of the Specific Use Designation without Term for an Automobile or Other Motorized Vehicle Sales and Service, subject to Conditions A through C.
- A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.
- B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.
- C. That the operator of the Specific Use shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation With Term are satisfied.



MISSION

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



City Council Meeting

Item Number: 39
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Alexis M. 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 4,500-SQUARE FOOT PORTION OF BLOCKS 21 AND 22, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST SCHARBAUER AVENUE), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL 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 (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Sam Powell Jr., on behalf of Situationz Lounge, is requesting a Specific Use Designation (SUD) with Term for alcoholic beverages sales for on-premises consumption in a lounge, Situationz Lounge is located at 2215 North Big Spring Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

LR, Local Retail District

Surrounding Zoning and Land Use:

The properties to the north and west are zoned PD- Planned District and are the location of houses and offices, such as Wic Clinic, Tax car title. The properties to the south and east are zoned RR, Regional Retail District and are the locations of businesses and a gas station.

Analysis:

The properties to the west is zoned PD, Planned Development District, for housing development and is a vacant, undeveloped lot. The property to the north is zoned RR, Regional Retail District and is the location of a Wic Clinic and Tax car title. The properties to the south and east are zoned RR, Regional Retail District, and are the locations of businesses and a gas station.

The proposed hours of operation:

Monday through Sunday from 12 a.m. to 12 a.m. (All Day)

The proposed hours of alcohol service:

Monday through Saturday from 11 a.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 churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

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.” Situationz Lounge is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

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.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through H.

Conditions:

A. That the location of the establishment shall conform to the location shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the serviceable area of the establishment shall be limited to approximately 3,767 square feet as shown in Exhibit "B".

C. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 11:00 a.m. to 2:00 a.m. of the following day.

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

G. 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.

H. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of December 10, 2024, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit B)
Site Location (Exhibit A)
Maps
PowerPoint

Frederic D. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT
MAP OF THE CITY OF MIDLAND TO GRANT A
SPECIFIC USE DESIGNATION WITH TERM FOR A
4,500-SQUARE FOOT PORTION OF BLOCKS 21 AND 22,
KELVIEW HEIGHTS ADDITION, CITY AND COUNTY
OF MIDLAND, TEXAS (GENERALLY LOCATED AT
THE SOUTHWEST CORNER OF THE INTERSECTION

WHEREAS, the City Planning and Zoning Commission and the Governing Body
of

SCHARBAUER AVENUE), WHICH IS PRESENTLY

the City of Midland, Texas, in compliance with the City Charter, the City Code, and
State

SAID PROPERTY TO BE USED FOR THE SALE OF ALL

law, have given the requisite notices by United States Mail, publication and
otherwise; and

PREMISES CONSUMPTION; MAKING SAID

after holding due hearings affording a full and fair hearing to all of the property
owners

AND RESTRICTIONS CONTAINED HEREIN;

generally, and particularly to those interested persons situated in the affected area
and in the

CONTAINING A SAVINGS AND SEVERABILITY

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
vicinity thereof, the Governing Body of the City of Midland finds that the public
CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is
converted to OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00),

AND ORDERING PUBLICATION
will be based on the granting of a specific use designation with a term of 4,500 square
feet of

portion of Blocks 21 and 22, Kelview Heights Addition, City and County of Midland, Te

as a PACKET, SECTION TWO. That the Property shall be subject to the December 17, 2024

and

(the Property) as set forth in the present LR, Local Retail District.

restrictions:

- A. That the location of the Establishment shall conform to the location shown in
- B. That the serviceable area of the Establishment shall be limited to Exhibit "A", which is attached hereto and incorporated herein for all purposes.
- C. That the sale and on-premises consumption of alcoholic beverages shall be limited to approximately 3,767 square feet as shown in Exhibit "B" which is attached
- D. That the days and hours of alcoholic beverage sales and consumption shall be hereto and incorporated herein for all purposes.
- E. That the occupancy of the Establishment shall not exceed the maximum limited to Monday through Saturday from 11:00 a.m. to 2:00 a.m. of the following day.
- F. That the Establishment shall meet the requirements of the Fire Department and occupancy determined by the Building Code and Fire Code.
- G. That the operator of the Establishment shall obtain a Certificate of the Code Administration Division. Occupancy

- H. That, in accordance with Section 11-1-9.07.E.3 of the City Code, premises the consumption to ensure that the conditions of this Specific Use Establishment shall be in operation within 120 days from the final adoption of this ordinance. 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 this

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

that covered herein; provided, however, that all prior ordinances or parts of ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not

inconsistent with or in conflict with any of the provisions of this ordinance are hereby the validity of the remaining portions of this ordinance. The Council of the City of

expressly repealed to the extent of any such inconsistency or conflict.

Midland hereby declares that it would have passed this ordinance and each sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid

PACKET

39.6

December 17, 2024

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one

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).

The above and foregoing ordinance was duly proposed, read in full and adopted on the _____ day of _____, A.D., 2024; and passed to second reading

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

first reading, the _____ day of _____, A.D., 2024; and passed to second reading descriptive caption of this ordinance in the manner and for the length of time prescribed by

Council members voting "AYE":

on motion of Council member _____, seconded by Council member _____, the law as an alternative method of publication.

Council members voting "NAY":

_____ by the following vote:
The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2025, at a regular

Council members voting "NAY":
meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

Elizabeth Triggs, Planning and Development
Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



8A

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SCHARBAUER DR

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Establishment

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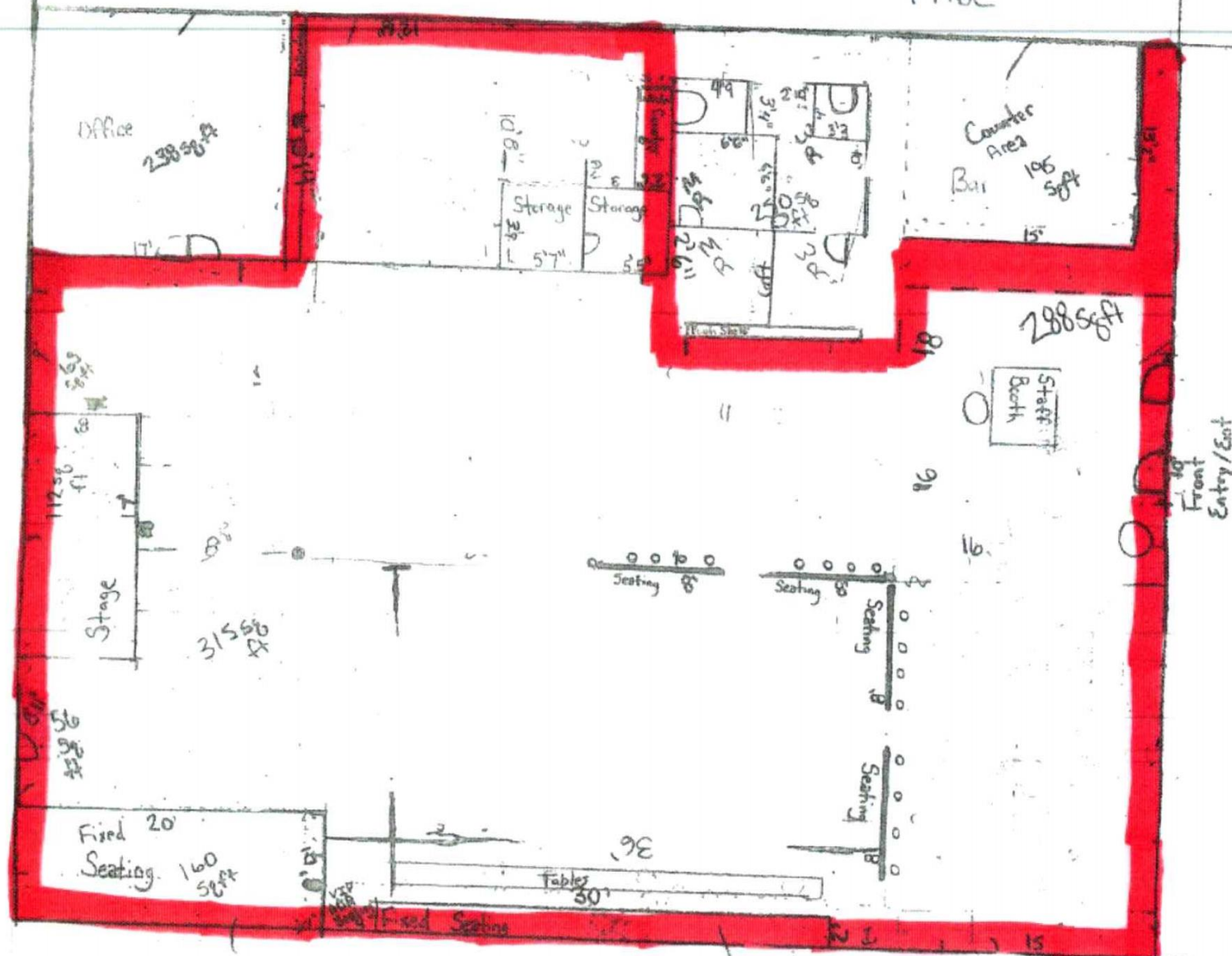
39.9 EXHIBIT "A"

December 17, 2024

5A

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Sgt for
TABC





Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

Project Number:

Case Number: SUD-24-0189

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Situationz Lounge & Event Center</u>		Phone (432) <u>289-0597</u> Email <u>powellandhall@yahoo.com</u>	
Address <u>2215 n. Big Spring #B3C</u>	City <u>Midland</u>	State <u>Texas</u>	Zip <u>79705</u>
Property Owner Printed Name: <u>MIDLAND REGENCY PARTNERS, LLC</u>		Phone (713) <u>294-3331</u> Email <u>JAMES@WTICAP.COM</u>	
Address <u>500 WEST OHIO AVE., STE 200</u>	City <u>MIDLAND</u>	State <u>TX</u>	Zip <u>79701</u>
Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: <u>Sam Allen Powell Jr</u>		Phone (432) <u>289-0597</u> Email <u>powerbroker1126@yahoo.com</u>	
Address <u>4310 W. Illinois #290</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79703</u>
Street Address: <u>2215 n. Big Spring #B Midland, TX 79705</u>			
Business Name: <u>Royal Key Concessions & Investment Syndicate, LLC DBA Situationz Lounge & Event Center</u>			
Legal Description Lot: _____ Block: <u>021 & 22</u> Subdivision: <u>Kelview Heights</u>			
Current Zoning: <u>LR</u>			
Reason for Request: <u>Liquor Permit</u>			
Type of Business (restaurant, bar, lounge, nightclub, etc.): <u>lounge & event center, Private</u>			
Proposed/Current Days and Hours of Operation: <u>24hrs 7days</u>			
Proposed Days and Hours of Alcohol Service: <u>11AM - 2AM</u>			
Total Square Footage of Business: <u>4,500 sq ft</u>			
Square Footage of Alcohol Serviceable Area: <u>4,195 sq ft</u> <u>3767 sq ft</u>			
Restroom Fixtures:	Men	Toilets/Urinals: <u>1 / 1</u>	Bathroom Sinks: <u>1</u>
	Women	Toilets: <u>2</u>	Bathroom Sinks: <u>1</u>

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

Date: 8/19/2024

Applicant (printed):

Sam Allen Powell Jr

Property Owner (signature):

Date: 8/19/24

Property Owner (printed):

JAMES B. GRIFFIS, MANAGER (MIDLAND REGENCY PARTNERS, LLC)

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

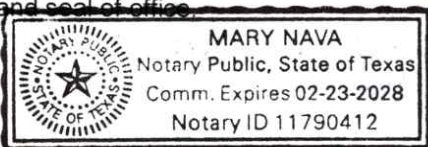
All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Sam Allen Powell Jr who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland Regency Partners LLC the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this 19 day of August, 2024, to certify which witness my hand and seal of office.



Notary Public

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Floor Plan

☒ Application Fee

☐ Site Plan ?

Check # Paid on del. App

☐ Plans in Digital Format (PDF/JPEG)

Received By: [Signature]

Date: _____

RECEIVED

OCT 18 2024

****Application will not be considered for scheduling until reviewed by a planner.****

PACKET

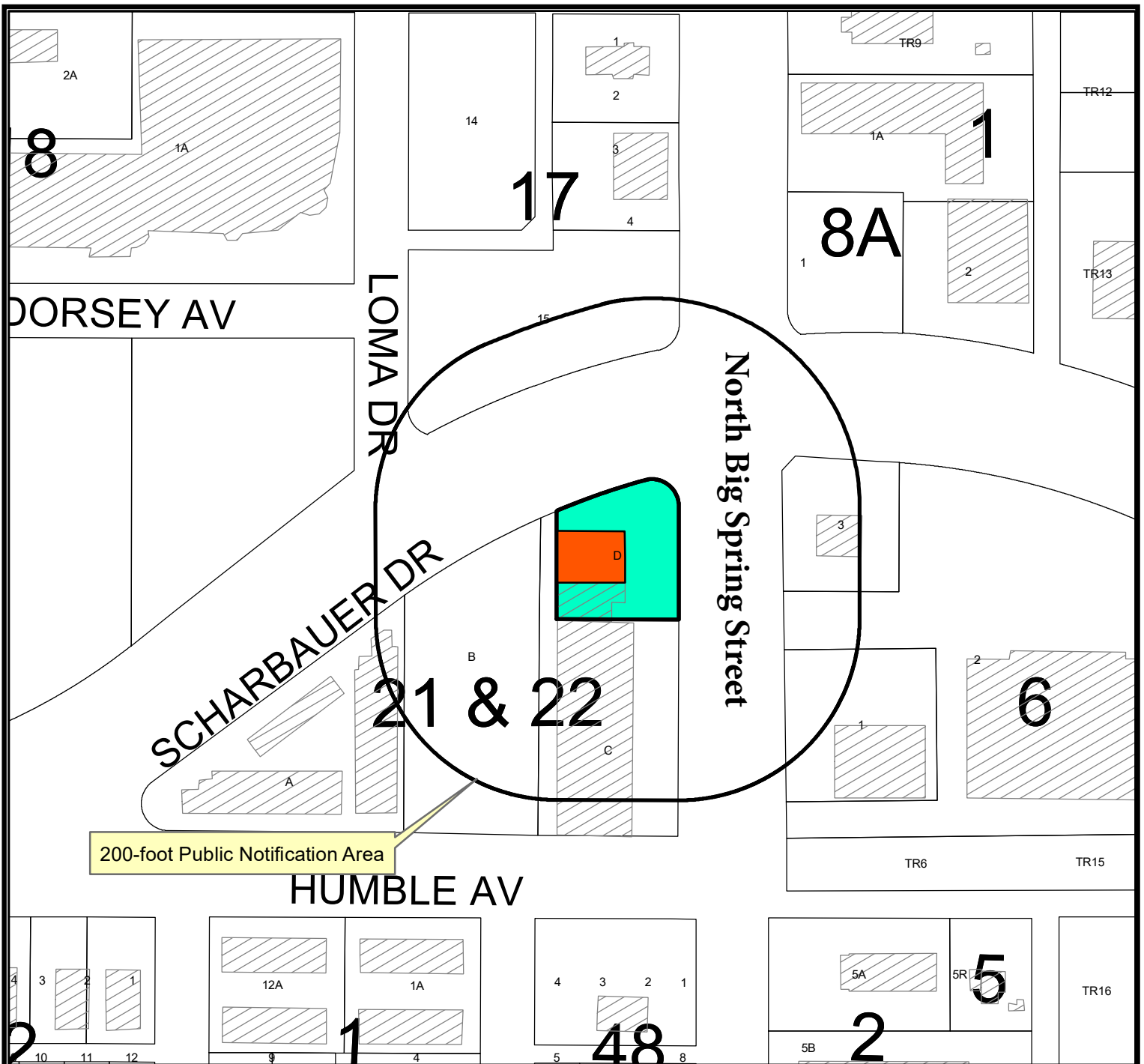
39.12

December 17, 2024

SUD Alcoholic Beverages Application

2

Revised 07/02/19



Location Map

SUD-24-0189

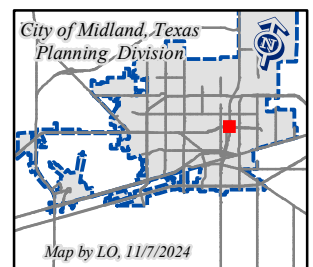
Scale: 1" = 159'

Consider a request by Situationz Lounge and Event Center for a Specific Use Designation With Term for the sale of all alcoholic beverages for on premises consumption in a lounge on a 4,500-Square Foot portion of Blocks 21 and 22, Kelview Heights Addition, City and County of Midland, Texas

Generally located at the southwest corner of North Big Spring Street and Scharbauer Drive. (District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

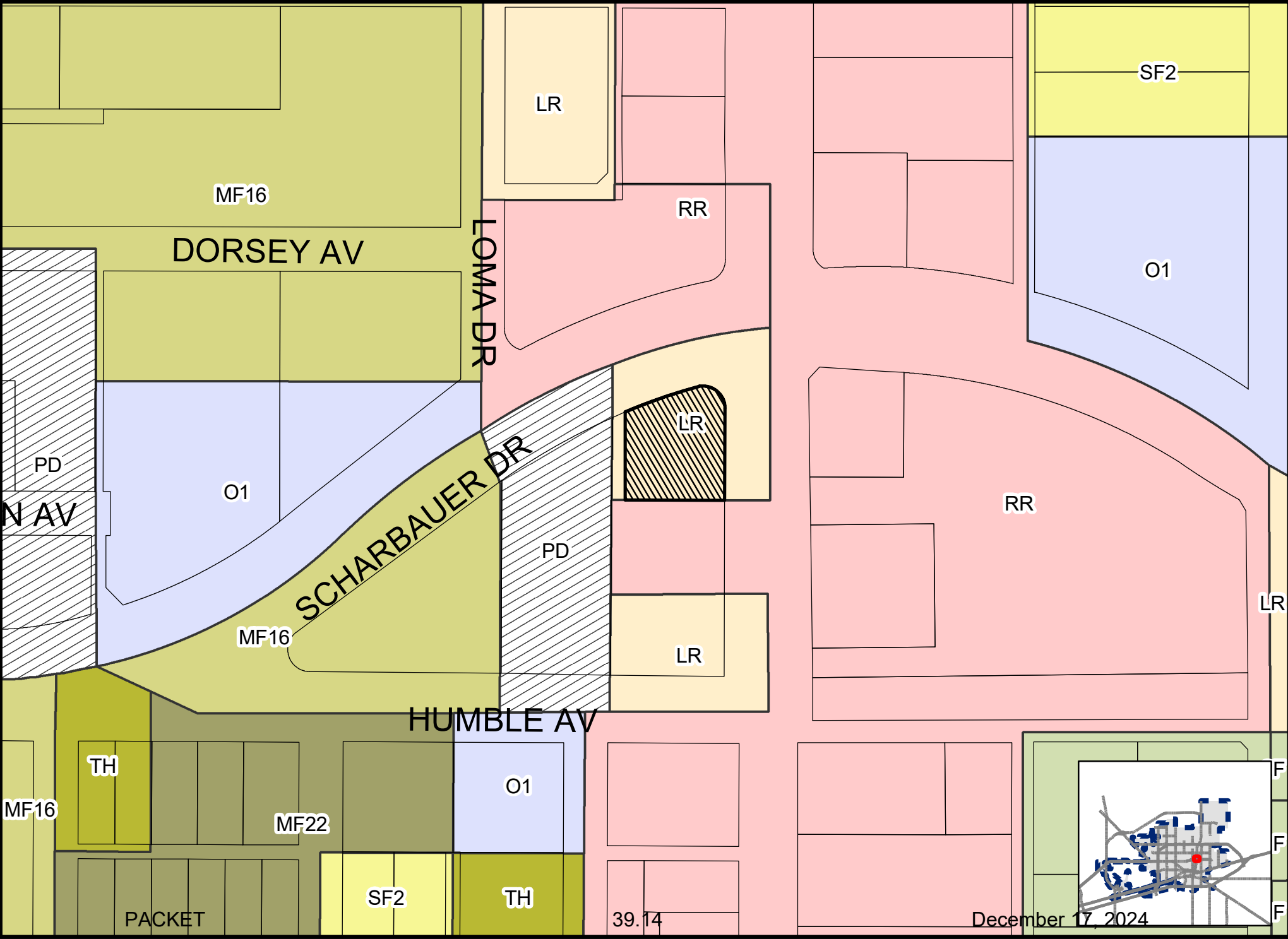


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

December 17, 2024







PACKET

39.16

December 17, 2024



Situationz Lounge

Specific Use Designation



Visit Our Website

MIDLANDTEXAS.GOV

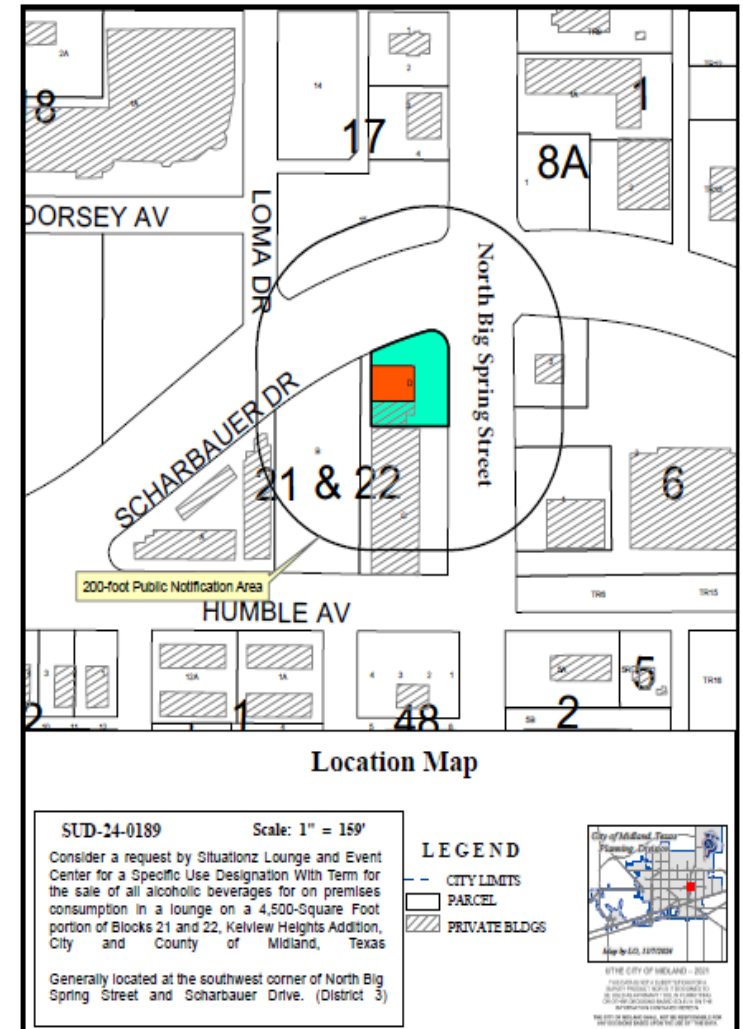
PACKET

39.19

December 17, 2024

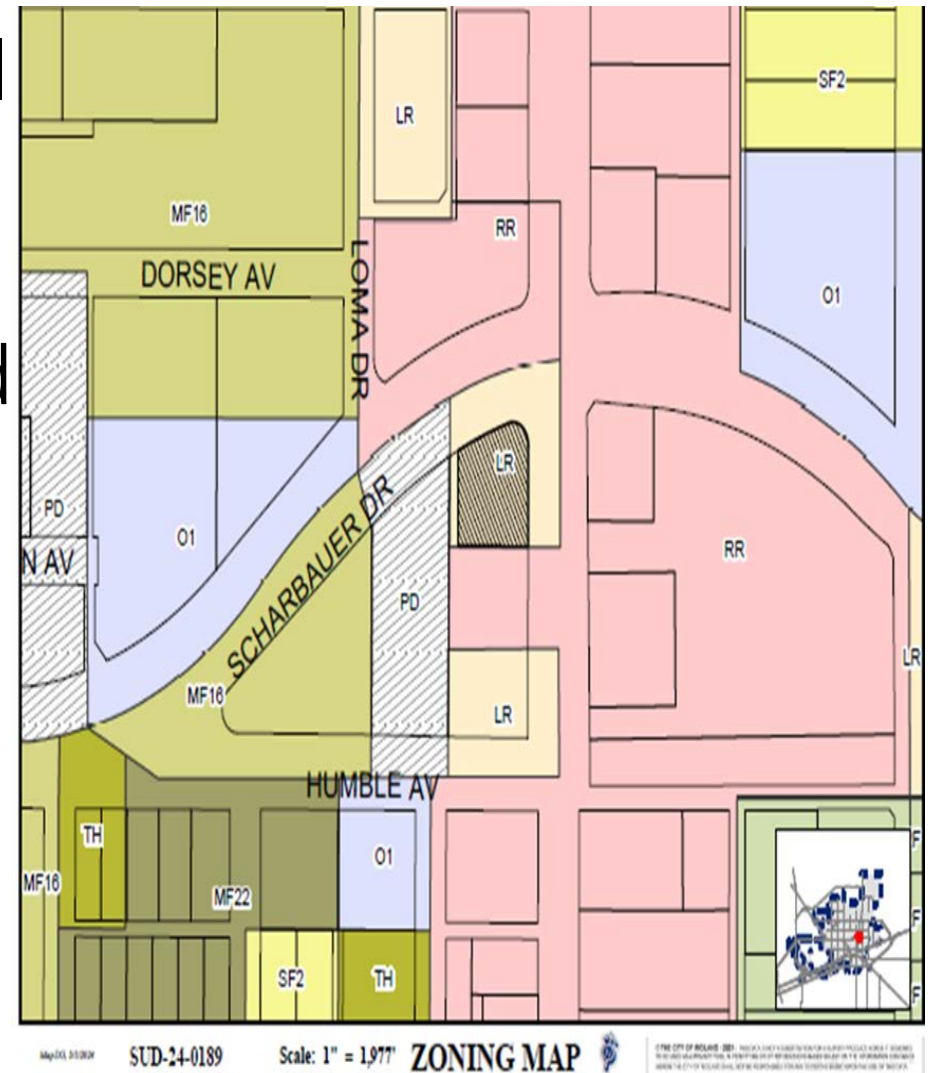
APPLICATION SUMMARY

- **Property Owner:** Midland Regency Partners, LLC
- **Representative:** Sam Allen Powell Jr.
- **Reason for SUD:** Serve alcohol on premises
- **Application Type:** Specific Use Designation
- **Address:** 2215 N. Big Spring (District 3)



ZONING

- **Current Zoning:** LR, Local Retail
- **Surrounding Zoning:**
 - North: RR, Regional Retail
 - South: RR, Regional Retail and LR, Local Retail for shopping center
 - East: RR, Regional Retail for businesses
 - West: PD, Planned District for housing development



Ariel View



Site Photo



On N. Big Spring, Looking West

SUD DETAILS

- **Business Area:** 4,500 sq ft
- **Alcohol Serviceable Area:** 3,767 sq ft
- **Proposed Days and Hours of Operation:**
 - Monday - Sunday, 11 a.m. to 2 a.m.
- **Proposed Days and Hours of SUD:**
 - Monday – Saturday 11 a.m. to 2 a.m.



SUD DETAILS

- Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.



STAFF'S RECOMMENDATION

- No objections received.
- The Planning & Zoning Commission recommended approval of this request.
- Staff recommends APPROVAL of this SUD subject to the below conditions.

Conditions:



STAFF'S RECOMMENDATION

A. That the location of the establishment shall conform to the location shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the serviceable area of the establishment shall be limited to approximately 3,767 square feet as shown in Exhibit "B" which is attached hereto and incorporated herein for all purposes.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and fire Code.



STAFF'S RECOMMENDATION

D. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to

Monday through Sunday from 11 a.m. to 2 a.m.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.



STAFF'S RECOMMENDATION

G. 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.

H. That in accordance with section 11-1-9.07. E.3 of the zoning ordinance, the restaurant shall be in operation withing 120 days from the final adoption date of this ordinance.



MISSION

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



City Council Meeting

Item Number: 40
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Madelim Jaquez, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 18 AND 19, BLOCK 1, SKYVIEW DEVELOPMENT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF EAST LOOP 250 NORTH AND TODD DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Debra Dudley Pearce, is requesting a Zone Change from AE, Agricultural Estate District to PD, Planned Development District for a Transition District for the selling of landscape rock, soil and different types of aggregates at 2920 East Loop 250 North.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

To the north, properties are zoned AE, Agricultural Estate District, encompassing vacant lots and East Loop 250. To the west, the area is also zoned AE, featuring vacant lots with some residential developments further west. The southern region lies within the ETJ, Extraterritorial Jurisdiction and includes residential homes. To the east, there are both AE-zoned and ETJ areas, which remain undeveloped.

Analysis:

The applicant is requesting this zone change to allow for a business which sells various types of rocks for landscaping purposes on the north lot and a residence on the southern lot. This use would fall under the use of Outside Storage as defined in 11-1-2.01 of the City Code:

Section 11-1-2.01.283

The continuous keeping or storage of any finished or unfinished goods, materials, merchandise, or equipment outside of a building for more than 24 hours. For information regarding Outside Storage regulations, see the Use Chart and Section 4.04.A.16.

Although the use is not allowed in the property's current zoning, the PD would allow for this use while maintaining a base zoning of AE which is the zoning of the surrounding area. This zoning allows for agricultural and residential use. However, given that the property is located at a more significant intersection, a commercial or nonresidential use would be more compatible than residential. Additionally, The Tall City Tomorrow Comprehensive Plan designates this area as Urban Residential-Large Lot (UR-LL) which calls for larger lot sizes and open space. A use such as this would certainly be a more open type of use than others, and therefore would be consistent with this designation, especially given the low intensity it calls for.

Given that the use of Outside Storage is limited to a maximum of twenty percent of the total lot area by the City Code, the applicant is requesting that the PD would allow sixty-four percent of the lot to be the Outside Storage. The Outside Storage would also have a small shop as shown in the site plan (Exhibit A) and would still need to comply with the screening requirements in the City Code as it will be required to have a six-foot screening fence/wall.

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

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need

to be identified with comments- No structure shall be built over an abandoned well.

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 with conditions)

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).] 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.]

Planning: (Approved with conditions)

Therefore, staff recommends approval of this Zone Change from AE, Agricultural Estate District to PD, Planned Development District Transition District.

Conditions:

- A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A"; provided, however, that buildings not shown on the site plan may be located on the Property if such buildings satisfy the requirements of Title XI, Chapter 1 of the City Code and all other applicable ordinances.**
- B. That the portion of the Property described as Lot 19, Block 1, Skyview Development, City and County of Midland, Texas ("Lot 19") may be used for the sale, delivery, and pick-up of landscape materials (the "Business Use"). The portion of the Property described as Lot 18, Block 1, Skyview Development, City and County of Midland, Texas ("Lot 18") shall not be used for the Business Use.**
- C. That Lot 19 may be used for Outside Storage, as such term is defined in Section 11-1-2.01 of the City Code, subject to the following conditions:**

1. That the Outside Storage shall be limited to a maximum of 64 percent of the total area of Lot 19.
2. That the use of Lot 19 for Outside Storage shall be done in compliance with the screening requirements set forth in Section 11-1-9.07.F.8 of the City Code.
3. That Lot 18 shall not be used for Outside Storage.

Letters of Objection:

Staff has not received any letters of objection as of December 10, 2024.

Attachments:

Application
Site Plan (Exhibit A)
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT
MAP OF THE CITY OF MIDLAND TO REZONE LOTS
18 AND 19, BLOCK 1, SKYVIEW DEVELOPMENT, CITY
AND COUNTY OF MIDLAND, TEXAS, FROM AE,
AGRICULTURAL ESTATE DISTRICT TO PD,
PLANNED DEVELOPMENT DISTRICT FOR A

WHEREAS THE CITY DISTRICT AND ZONING CODE LOCATED AT THE
SOUTHWEST CORNER OF EAST LOOP 250
NORTH AND TODD DRIVE, CONTAINING A

the City of Midland, in compliance with the City Charter, the City Code, and State law,
have

CUMULATIVE CLAUSE; CONTAINING A SAVINGS

AND SEVERABILITY CLAUSE; PROVIDING FOR A
given the requisite notices by United States mail, publication and otherwise; and after
a full

MAXIMUM PENALTY OR FINE OF TWO THOUSAND

DOLLARS (\$2,000.00); AND ORDERING PUBLICATION
and fair hearing to all of the property owners generally and particularly to those
interested

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
persons situated in the affected area and in the vicinity thereof, the Governing Body
CITY OF MIDLAND, TEXAS:
finds

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is
that the public health, safety and general welfare will be best served by rezoning Lots
hereby amended to rezone the Property from AE, Agricultural Estate District to PD,
Planned

SECTION TWO. That the base zoning district to which the use and
19, Block 1, Skyview Development, City and County of Midland, Texas (the "Property")
development
Development District for a Transition District.

of the Property shall conform, except as modified by Section Three of this ordinance,
PD, Planned Development District for a Transition District and adopting a site plan
is the SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and
therefor,

incorporated herein for all purposes, is hereby adopted, and the use and

PACKET
Development District for a Transition District.
as set out hereinafter;

Property shall be subject to the following conditions and

restrictions:

- A. That the Property shall significantly conform to the site plan attached hereto
 - B. That the portion of the Property described as Lot 19, Block 1, Skyview may be located on the Property if such buildings satisfy the Development, City and County of Midland, Texas ("Lot 19") may be used for Title XI, Chapter 1 of the City Code and all other applicable ordinances.
 - C. That Lot 19 may be used for Outside Storage, as such term is defined in the sale, delivery, and pick-up of landscape materials (the "Business Use").
 1. That the Outside Storage shall be limited to a maximum of 64 Section 11-1-2.01 of the City Code, subject to the following conditions: The portion of the Property described as Lot 18, Block 1, Skyview that the use of Lot 19 for Outside Storage shall be done in compliance of the total area of Lot 19.
 2. Development, City and County of Midland, Texas ("Lot 18") shall not be used with the screening requirements set forth in Section 11-1-9.07.F.8
 3. That Lot 18 shall not be used for Outside Storage.
- SECTION FOUR. Business Use definitions given in the zoning regulations contained in the City Code.

the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are SECTION FIVE. The provisions of this ordinance are to be cumulative of all other

used herein SECTION SIX. If any section, subsection, sentence, clause or phrase of ordinances or parts of ordinances governing or regulating the same subject matter as that

ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not covered herein; provided, however, that all prior ordinances or parts of ordinances

affect the validity of the remaining portions of this ordinance. The Council of the City of inconsistent with or in conflict with any of the provisions of this ordinance are hereby

Midland hereby declares that it would have passed this ordinance and each section, expressly repealed to the extent of any such inconsistency or conflict.

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish of Midland, Texas, which provides for a fine not exceeding two thousand dollars the descriptive caption of this ordinance in the manner and for the length of time prescribed. The above and foregoing ordinance was duly proposed, read in full and adopted on (\$2,000.00).

by the law as an alternative method of publication.
first reading, the _____ day of _____, A.D., 2024; and passed to second reading

Council members voting "AYE":
on motion of Council member _____, seconded by Council member _____
Council members voting "NAY":

_____, by the following vote:
The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":
member _____, on the _____ day of _____, A.D., 2025, at a regular

Council members voting "NAY":
meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

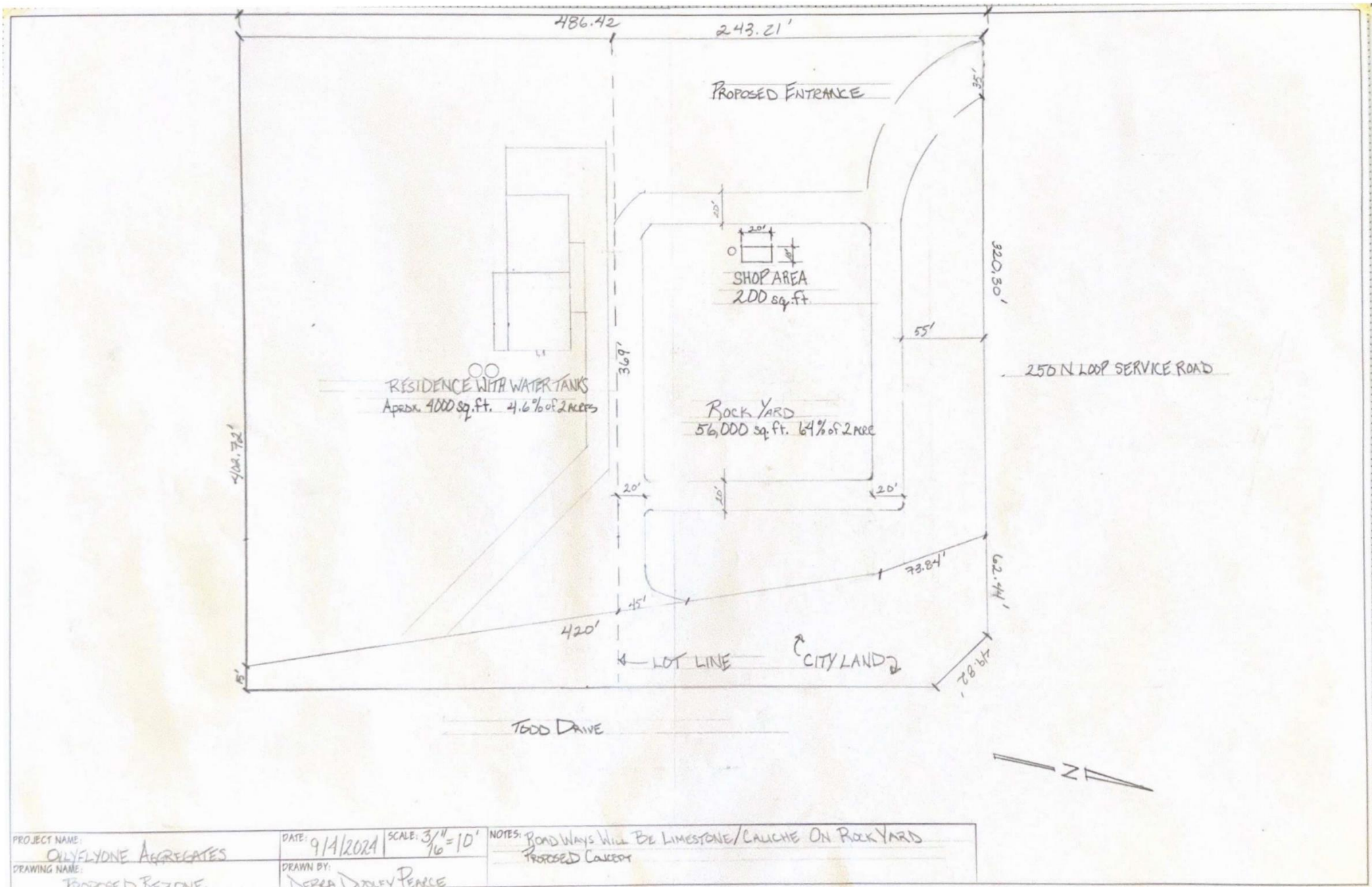
APPROVED AS TO CONTENT

AND COMPLETENESS:

Elizabeth Triggs, Planning and Development
Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney





**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Debra Dudley Pearce

Phone (831) 224-5093

Email
oifflyone@gmail.com

Address
4908 Timber Ct

City
Midland

State
Texas

Zip
79707

Property Owner

Printed Name: **WTG Fuels**

Phone (831) 224-5093

Email
831 224-5093

Address
211 N Colorado

City
Midland

State
Texas

Zip
79701

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: Debra Dudley Pearce

Phone (831) 224-5093

Email

Address

City

State

Zip

Street Address: 2920 East Loop 250 N, Midland TX 79705

Legal Description

Lot: 18, 19 Block: 1 Subdivision: Skyview Development

Current Zoning:

AE

Proposed Zone: PD

(List by tracts if more than one district is requested)

Reason for Zone Change Request:

Would like to make North lot a rock yard and a residence on the South lot

Present Use of Property: Lot is presently not being used

Proposed Use of Property: Moving our Rock Yard where we will be selling Landscape rock, soil and different types of aggregates

How would this zone change affect the public health, safety and welfare? _____

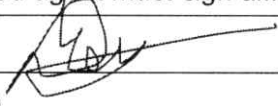
I do not believe this will affect any of these

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): 	Date: 10/30/2024
Applicant (printed): Debra Dudley Pearce	
Property Owner (signature):	Date: 10/30/2024
Property Owner (printed): WTG Fuels	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

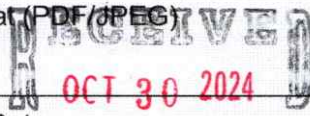
STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

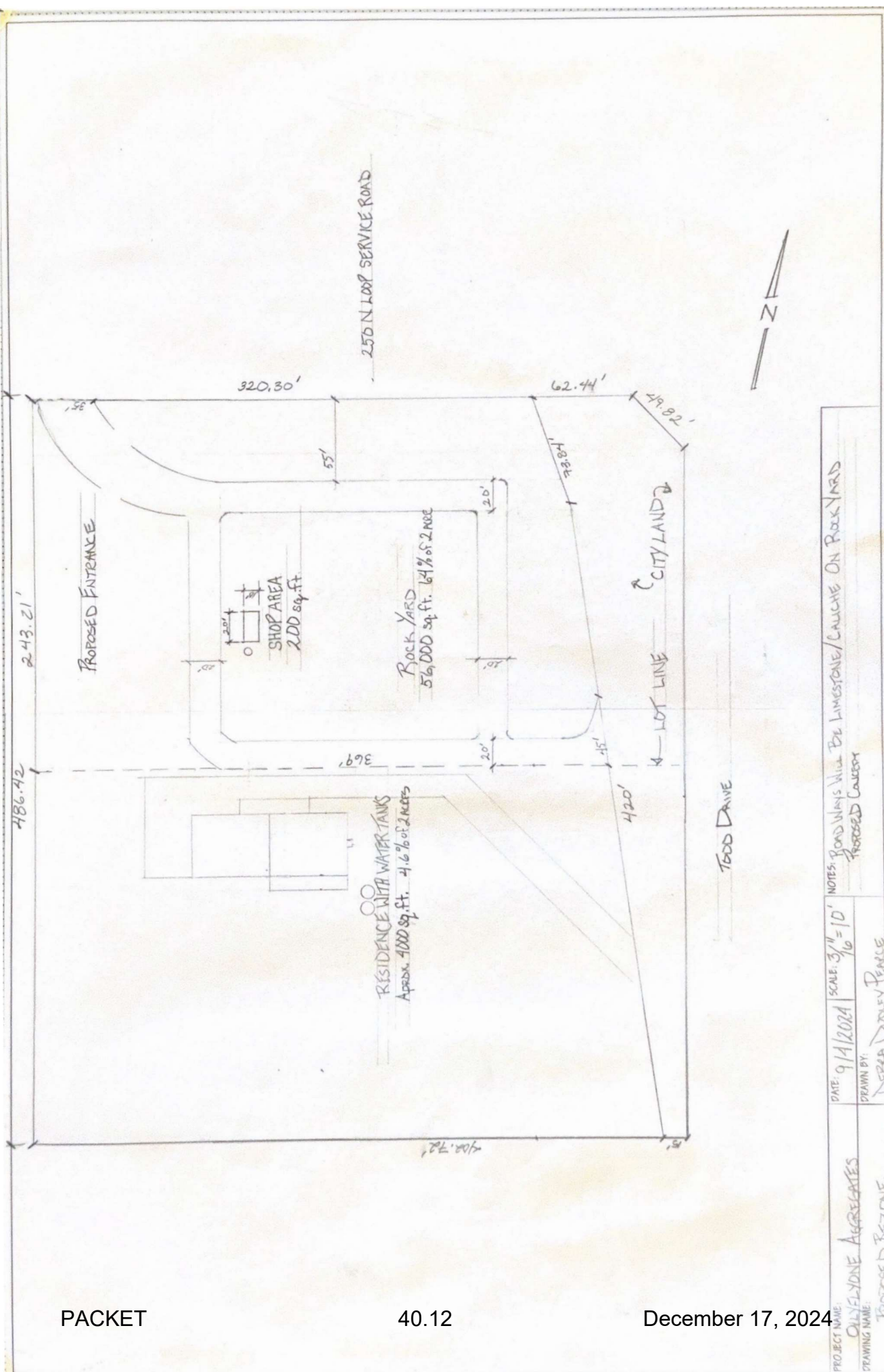
Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization ☒ Application Fee Check # _____ Received By: 	☒ Dimensioned Site Plan ☒ Plans in Digital Format (PDF/JPEG)  Date: _____ BY: _____

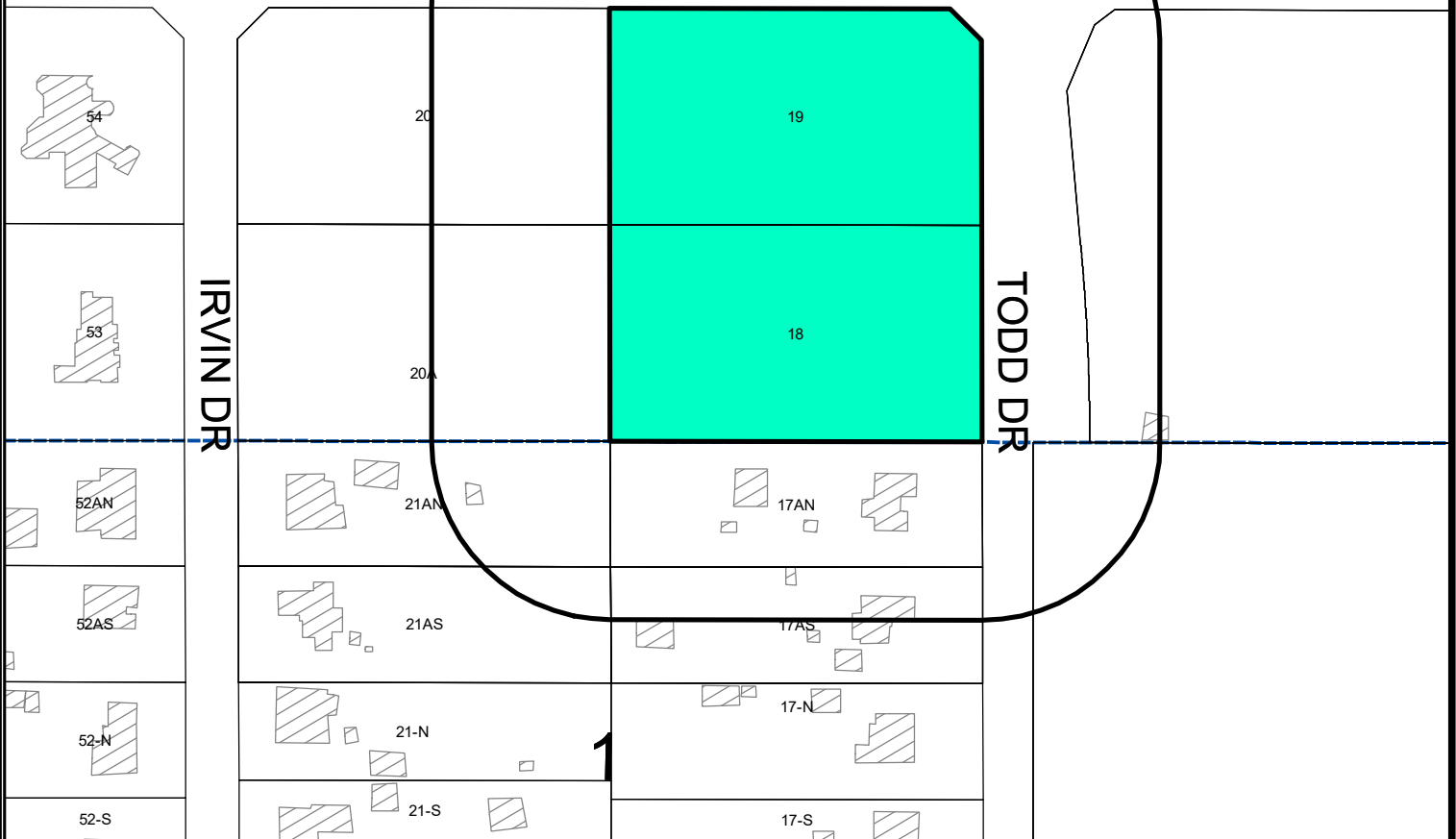
PACKET 40.11 December 17, 2024
****Application will not be considered for scheduling until reviewed by a planner.****



PROJECT NAME: OULIYONE AGGREGATES	DATE: 9/1/2024	SCALE: 3/16" = 10'	NOTES: ROADWAYS WILL BE LIMESTONE/CAULICHE ON ROCK YARD
DRAWING NAME: PROPOSED REZONE	DRAWN BY: DERIA DODLEY PENCE		PROPOSED CAUSEWAY

200-foot Public Notification Area

LOOP 250 NORTH



Location Map

Z-24-0389

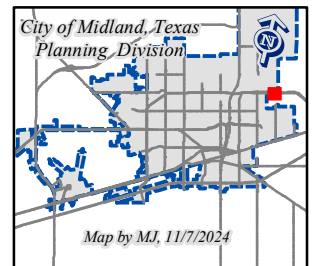
Scale: 1" = 207'

Consider a request by Debra Dudley Pearce for a zone change from, AE, Agricultural Estate District to PD, Planned Development District for transition District, on Lots 18 and 19, Block 1, Skyview Development, City and County of Midland, Texas.

Generally located on the southwest corner of East Loop 250 North and Todd Dr. (Council District 1) 40.13

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

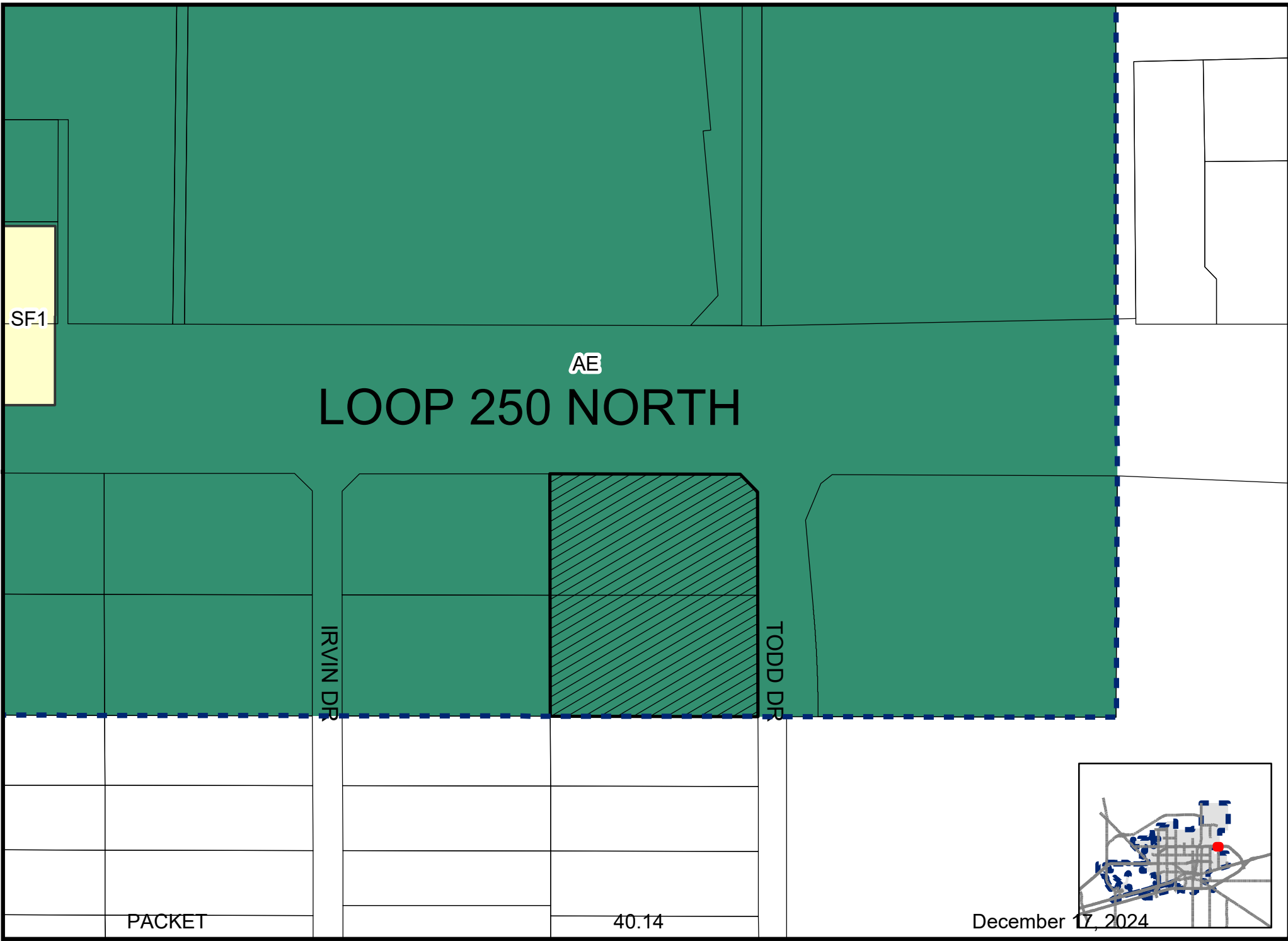


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED ON THE USE OF THIS DATA.

December 17, 2024



LOOP 250 NORTH



IRVIN DR

TODD DR

PACKET

40.15

December 17, 2024





WTG FUELS ZONE CHANGE



Visit Our Website

MIDLANDTEXAS.GOV

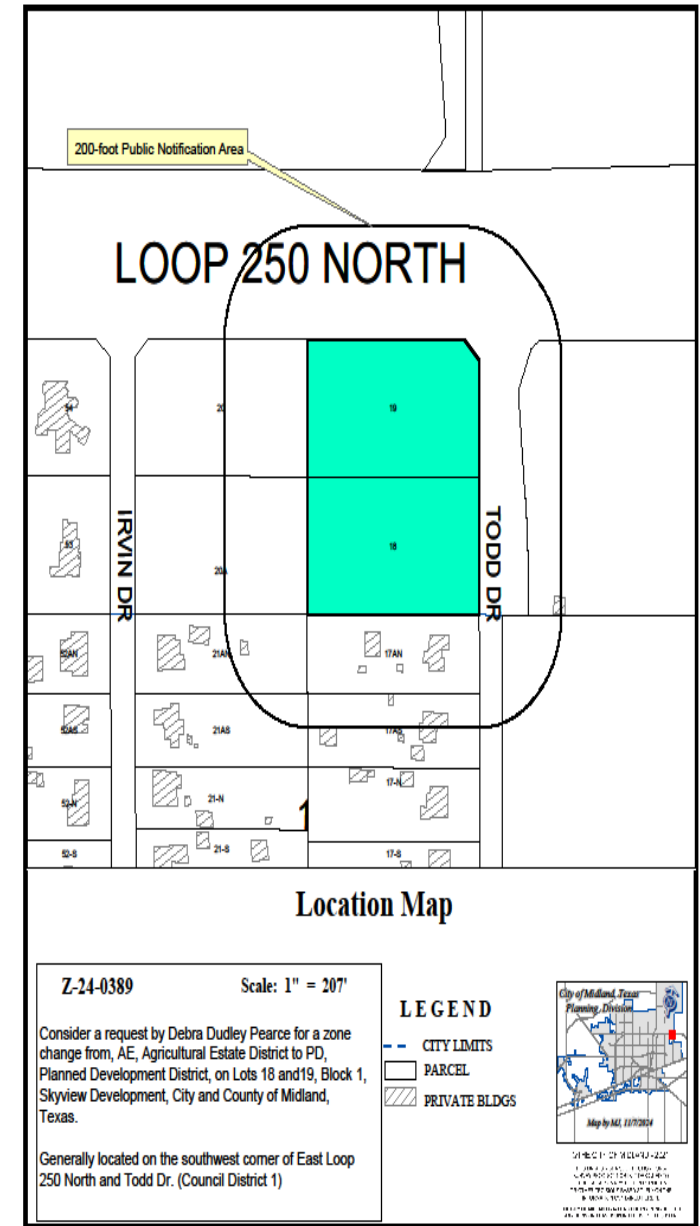
PACKET

40.17

December 17, 2024

APPLICATION SUMMARY

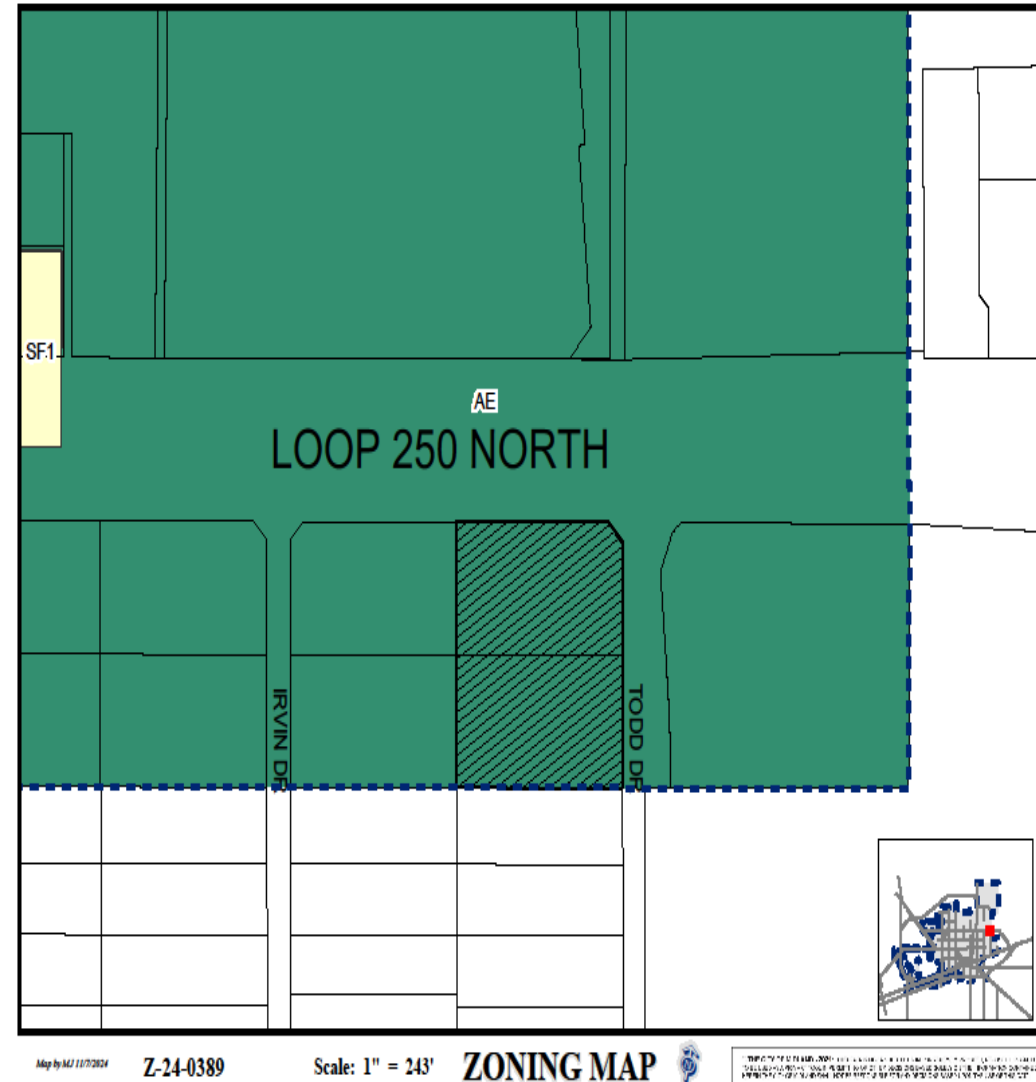
- **Property Owner:** WTG Fuels
- **Applicant:** Debra Dudley Pearce
- **Zone Change**
- **Address:** 2920 East Loop 250 N, Midland, Texas 79705 (District 1)
- **Reason for Request:** To allow the sale of landscaping rock, soil, and different types of aggregates.



ZONING

Current Zoning: AE, Agricultural Estate District

- **Surrounding Zoning:**
 - North: AE, Agricultural Estate District
 - South: ETJ, Extraterritorial Jurisdiction
 - East: AE, Agricultural Estate District
 - West: AE, Agricultural Estate District
- **Proposed Zoning:** PD, Planned Development District for a Transition District.



LAND USE

- **Current Use of the Property:**
Vacant
- **Proposed Use of the Property:**
Rock yard
- **Surrounding Uses:**
- North: Loop 250 North and vacant lots
- South: Residential (ETJ)
- East: Vacant
- West: Vacant

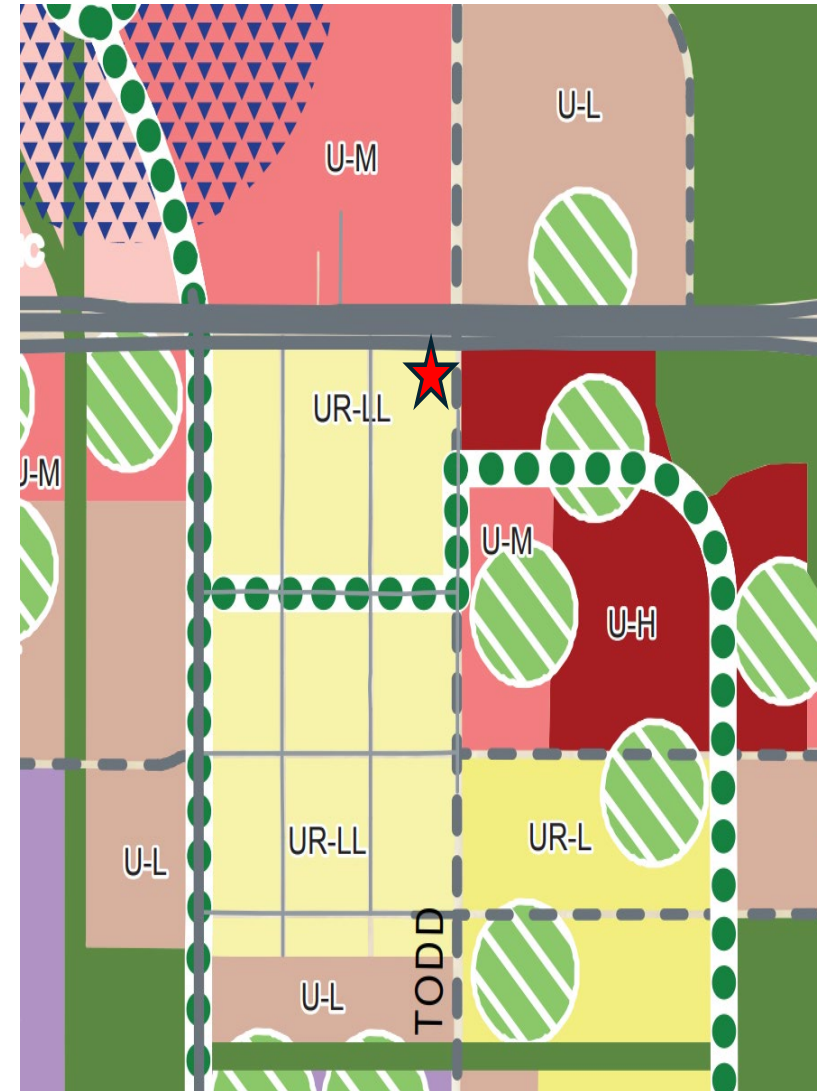




On Todd Dr, Looking west.

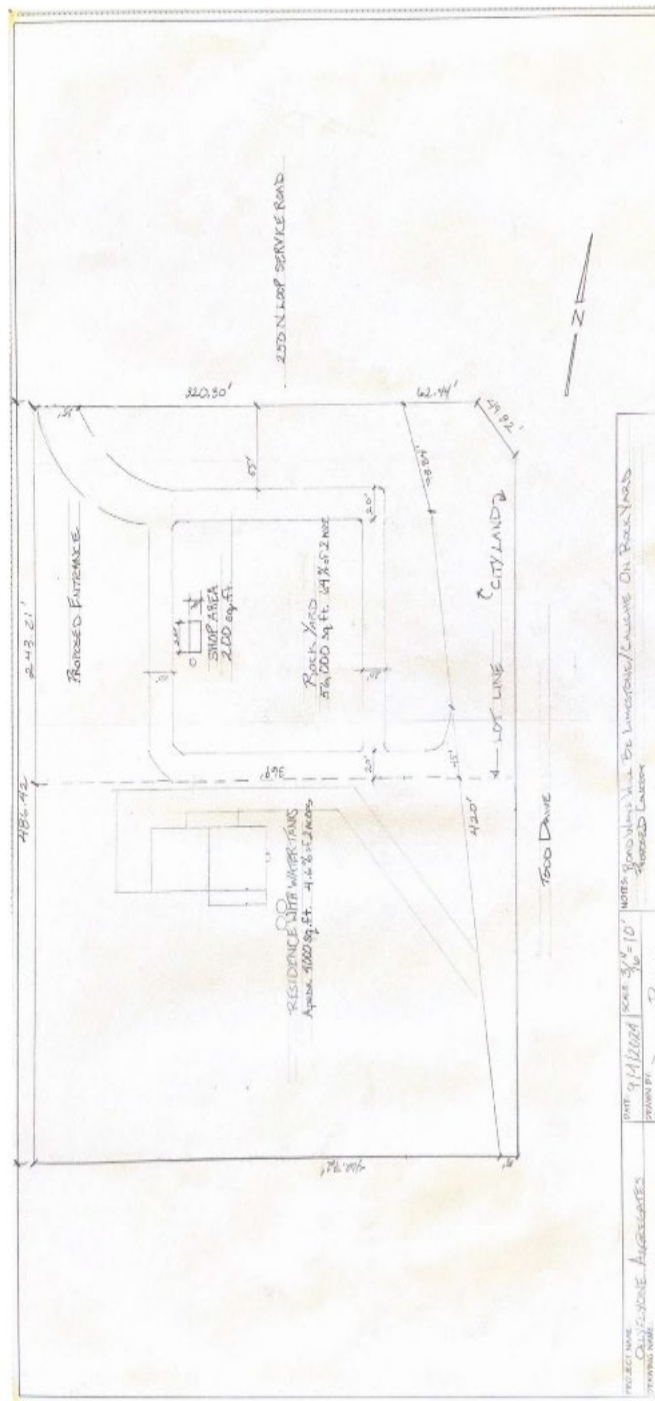
COMPREHENSIVE PLAN

- **TCT Land Use Designation:** UR-LL, Urban Residential-Large lot.
- **Supported Uses:**
 - A use such as this would certainly be a more open type of use than others, and therefore would be consistent with this designation, especially given the low intensity it calls for.



Site Plan (Exhibit A)

740(23-



STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends APPROVAL of this zone change from AE, Agricultural Estate District to PD, Planned Development District for a Transition District under the following conditions.



STAFF'S RECOMMENDATION

Conditions:

- A. That the Property shall significantly conform to the site plan attached hereto as Exhibit “A”; provided, however, that buildings not shown on the site plan may be located on the Property if such buildings satisfy the requirements of Title XI, Chapter 1 of the City Code and all other applicable ordinances.



STAFF'S RECOMMENDATION

Conditions:

- B. That the portion of the Property described as Lot 19, Block 1, Skyview Development, City and County of Midland, Texas (“Lot 19”) may be used for the sale, delivery, and pick-up of landscape materials (the “Business Use”). The portion of the Property described as Lot 18, Block 1, Skyview Development, City and County of Midland, Texas (“Lot 18”) shall not be used for the Business Use.



STAFF'S RECOMMENDATION

Conditions:

- C. That Lot 19 may be used for Outside Storage, as such term is defined in Section 11-1-2.01 of the City Code, subject to the following conditions:
1. That the Outside Storage shall be limited to a maximum of 64 percent of the total area of Lot 19.
 2. That the use of Lot 19 for Outside Storage shall be done in compliance with the screening requirements set forth in Section 11-1-9.07.F.8 of the City Code.
 3. That Lot 18 shall not be used for Outside Storage.



MISSION

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



City Council Meeting

Item Number: 41 **Meeting Date:**
December 17, 2024

To: City Council / City Manager

From: Lindsey Adams, Intergovernmental Relations Officer

Subject: AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MIDLAND, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC (DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This franchise agreement allows Oncor Electric Delivery Company to use City rights-of-way to provide electricity to Midland residents and businesses. It outlines the terms, conditions, and requirements for constructing, operating, and maintaining the electric delivery system within public spaces.

Recommended City Council Action:

Approve

Fiscal Impact:

As compensation for using the City's public rights-of-way, Oncor will make quarterly payments to the City equal to 4% of its gross revenues from services specified in the "Retail Delivery Service Tariff" (effective 1/1/2002) with the first payment due March 1, 2025 and the final payment due June 1, 2028.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The ordinance takes effect upon Council approval and Oncor's written acceptance. It establishes a new franchise agreement for electric service delivery, maintaining the same provisions for operations in public rights-of-way, with no major changes from previous franchise agreements. This ensures service continues seamlessly after the prior franchise's expiration.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF MIDLAND, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION 1. GRANT OF AUTHORITY. That there is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, easements held by the City of Midland, Texas (herein called "City") to which City holds the property rights in regard to use for utilities, public ways and other public property ("Public Rights- of-Way" or "Rights-of-Way") of City electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for Company's own use), (herein called "Facilities") for the purpose of delivering electricity to City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 14.

SECTION 2. PURPOSE. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within the Public Rights-of-Way of City. In granting this Franchise, City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of City, except as may be expressly set out herein. Company also retains all of its lawful authority and rights under the Public Utility Regulatory Act ("PURA") and any other applicable federal, state, and local laws, rules, and regulations. Not included in this Franchise are any facilities, including any equipment attached in any way to Company's facilities, whether owned by Company or not, that provide data delivery, cable service, telephone service, or any other service or product not required by Company for, or necessary for the support of, the transmittal and delivery of electricity.

SECTION 3.

A. Company shall obtain a permit from City for all excavations of the Public Right-of- Way (if required by City ordinance), except in cases of (i) emergency conditions or (ii) routine maintenance and repair of facilities that do not involve any of the following (a) cutting or breaking of pavement or (b) closure of traffic lane for longer than 24 hours or (c) boring or (d) excavation greater than 100 cubic feet or (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way or (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole or (v) installation of aerial lines on less than 11 existing poles or installation of aerial lines on less than 11 new poles.

B. City shall have the ability at any time to require Company to repair, remove or abate any distribution pole, wire, cable, or other distribution structure that is determined to be unnecessarily dangerous to life or property. After receipt of notice, Company shall either cure said dangerous condition within a reasonable time, or provide City with facts or arguments in refuting or defending its position that said condition is not a condition that is unnecessarily dangerous to life or property. Upon reasonable request by City, Company shall provide information to City and discuss Company's performance of its obligations and responsibilities under this franchise.

C. Company's property and operations within the Public Rights-of-Way of City shall be subject to such reasonable laws, rules, and regulations of City as may be authorized by applicable law from time to time for the protection of the general public. City shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised City laws, rules, or regulations that impact Company's use of the Public Rights-of- Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company. This Franchise shall in no way affect or impair the rights, obligations or remedies of the parties under PURA, or other state or federal laws, rules, or regulations. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party.

D. Company shall construct its facilities in conformance with the applicable provisions of the

National Electrical Safety Code.

E. Company's Facilities shall be erected so as not to unreasonably interfere with: 1) existing streets, alleys, highways, and sidewalks or with the existing vehicular and pedestrian traffic thereon; 2) existing gas, electric, or telephone fixtures; or 3) existing water hydrants or mains, drainage facilities or sanitary sewer facilities. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any Public Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions, all in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices and/or any applicable city, state or federal laws, rules or regulations that impact Company's use of the Public Rights-of-Way.

F. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager or the City Manager's designated representative (the "Manager") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through City's permitting process (if required by City Ordinance). In the event of a conflict between the location of the proposed facilities of Company and the locations of the facilities of City or other authorized Public Rights-of-Way users which exist, the Manager shall resolve the conflict and determine the location of the respective facilities within City's Public Rights-of-Way, subject to Company's right to request review of the matter by any court or regulatory agency having jurisdiction. To avoid a facilities location conflict, the Manager will designate a reasonable alternate location within City's Public Rights-of-Way for Company's facilities if a reasonable alternate location exists. In determining the location of Company's facilities within City, Company shall not interfere with then existing or planned (assuming City notifies Company in writing of the planned structures, equipment and facilities prior to Company installing its facilities in the applicable area) above-ground and underground structures, equipment and facilities of City, other utility franchisees (which have received a franchise from City) and other persons (whether a natural person or business entity of any kind) who have received City's consent to place and locate equipment or facilities within the Public Rights-of-Way.

G. Company shall restore at Company's expense, all work within-City Public Rights-of-Way, to a condition equally as good as it was immediately prior to being disturbed by Company's construction, excavation, repair or removal or to a condition agreed upon by City and Company. If City or Company believe that there are extenuating circumstances that do not allow for restoration

of all work within City Rights-of-Way to a condition equally as good as it was immediately prior to being disturbed by Company, City and Company will negotiate an alternative restoration plan (in writing) to remedy the situation. Absent an agreement to an alternative restoration plan, either party has a right to request review of the matter by any court or regulatory agency having jurisdiction.

H. Company shall provide complete information regarding the location of current and future overhead and underground wires and poles within the Public Rights-of-Way of City. Reproducible copies of available maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the City Manager upon request. The maps shall be provided in electronic/digital format, if available, when requested by City pursuant to a confidentiality agreement under Section 9.

SECTION 4.

City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines (or in the case of utility line owned by Company, to require that change by Company), storm sewers, drainage basins, drainage ditches, and the like. City shall provide Company with at least thirty (30) days' notice when requesting Company to relocate facilities and shall specify a new location for such facilities along the Public Rights-of-Way. City-requested relocations of Company facilities in the Public Rights-of-Way, including relocations that City requires to permit the widening or straightening of a street as provided by Section 37.101(c) of PURA, shall be at Company's expense; provided however, if City is the end use Retail Customer (customer who purchases electric power or energy and ultimately consumes it) requesting the removal or relocation of Company Facilities for its own benefit, or the project requiring the relocation is solely aesthetic/beautification in nature, it will be at the total expense of City. Provided further, if the relocation request includes, or is for, the Company to relocate above-ground facilities to an underground location, City shall be fully responsible for the additional cost of placing the facilities underground. If any other corporation or person (other than City) requests Company to relocate Company facilities located in City Rights-of-Ways, Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse Company for any costs, loss, or expense

which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities. City may not request Company to pay for any relocation which has already been requested, and paid for, by any entity other than City.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 5. INDEMNITY.

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's Facilities in City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage, death or injury is attributable to the negligence or wrongful act or omission of Company or its officers, agents or employees, and does not apply to the extent such loss, damage, death or injury is attributable to the negligence or wrongful act or omission of City or City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and City.

C. In the event of joint and concurrent negligence or fault of both Company and City, responsibility and indemnity, if any, shall be apportioned comparatively between City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to City under Texas law and without waiving any of the defenses

of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 5.B. and 5.C.

SECTION 6. LIABILITY INSURANCE.

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for the warranty period.
- (2) Personal and advertising injury.
- (3) Contractual liability.
- (4) Explosion, collapse, or underground (XCU) hazards.

B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.

C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide City with a waiver of subrogation for worker's compensation claims.

D. Company must name City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, and volunteers, as an additional insured under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that City is an additional insured.

E. Company shall require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease. In the event a claim exceeds the contractors' or subcontractors' insurance coverage, Company shall be responsible for covering the difference.

Company shall provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter. Company will not be required to furnish separate proof when applying for permits.

SECTION 7. COMPENSATION TO CITY. In consideration of the grant of said right, privilege and franchise by City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to City the following:

A. A final quarterly payment was made on or before December 1, 2024 for the basis period of July 1, 2024 through September 30, 2024 and the privilege period of July 1, 2025 through September 30, 2025 in accordance with the provisions in the previous franchise.

- B. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for City in 2002 was 0.002944 (the “Base Factor”), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within City’s municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003091 (the “Current Factor”), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility’s point of delivery is located within City’s municipal boundaries on a quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company’s recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.002944 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

Company shall make quarterly payments as follows:

<u>Payment Due Date</u>	<u>Basis Period</u>	<u>Privilege Period (Following Pmt)</u>
March 1	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31
June 1	Jan. 1 – Mar. 31	Jan. Mar. 31
September 1	Apr. 1 – Jun. 30	Apr. 1 – Jun. 30
December 1	Jul. 1 – Sept. 30	Jul. 1 – Sept. 30

1. The first payment hereunder shall be due and payable on or before March 1, 2025 and will cover the basis period of October 1, 2024 through December 31, 2024 and the privilege period of October 1, 2025 through December 31, 2025. If this franchise is not effective prior to the first quarterly payment date, Company shall pay any payments due within 30 days of the effective date of this agreement. The final payment under this franchise is due on or before June 1, 2028 and covers the basis period of January 1,

2028 through March 31, 2028 and the privilege period of January 1, 2029 through March 31, 2029; and

2. After the final payment date of June 1, 2028, Company may continue to make additional quarterly payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent franchise as full payment for the relevant quarterly periods.

C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Oncor’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company shall, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.

1. The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
2. The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 7.C., received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2025 and will be based on the calendar year January 1 through December 31, 2024. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2030 and will be based on the calendar months of January 1, 2029 through March 31, 2029.
3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees (i) to the extent City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event

of an appeal of any such regulatory proceeding in which City has intervened, City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.

5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
 6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.
- D. With each payment of compensation required by Section 7.B., Company shall furnish to City a statement, executed by an authorized officer of Company or designee, providing the total kWh delivered by Company to each retail customer's point of delivery within City and the amount of payment for the period covered by the payment.
- E. With each payment of compensation required by Section 7.C., Company shall furnish to City a statement, executed by an authorized officer of Company or designee, reflecting the total amount of gross revenues received by Company from services identified in its "Tariff for Retail Delivery Service," Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24.
- F. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual written agreement between City and Company and City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to City through error or otherwise will, at the sole option of City, either be refunded to Company by City within thirty (30) days of such determination or offset against the next payment due from Company. Acceptance by either party of any payment due under this section shall not be deemed to be a waiver by the other party of any claim of breach of this Franchise, nor shall the acceptance by either party of any such payments preclude the other party from later establishing that a larger amount was actually due or from collecting any balance due. Nothing in this section shall be deemed a waiver by either party of its rights under law or equity.
- G. Any late or delinquent payments due to City by Company under this Franchise shall accrue interest. Interest on late or delinquent payments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in

accordance with Texas Utilities Code Section 183.003, as amended for the time period involved.

- H. The franchise fee payable to City pursuant to Section 7.B. hereunder, except as agreed to by Company and City in Section 7.F., shall not be offset by any payment by Company to City relating to ad valorem taxes.

SECTION 8. FAVORED NATIONS.

This Section applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal franchise agreement or renews an existing municipal franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to City, would result in a greater amount of franchise fees owed City than under this Franchise Agreement. In the event of an occurrence as described in this Section, City shall have the option to:

- A. Have Company select, within 30 days of City's request, any or all portions of the franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other franchise agreement; and
- B. Modify this franchise agreement to include both the different method of calculation of franchise fee found in the franchise agreement with the other municipality and all of the other provisions identified by Company pursuant to Subsection 8.A. In no event shall City be able to modify the franchise to include the different method of calculation of franchise fee found in the franchise agreement with the other municipality without this franchise also being modified to include all of the other provisions identified by Company pursuant to Subsection 8.A.
- C. City may not exercise the option provided in this Section if any of the provisions that would be included in this franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option pursuant to this Section, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the

right to cancel the modification of the franchise made pursuant to this Section, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under this Section.

D. Notwithstanding any other provision of this franchise, should City exercise the option provided in this Section, and then adopt any rule, regulation, ordinance, law, Code, or Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provision included in this franchise pursuant to this Section, then Company shall have the right to cancel all of the modifications to this franchise made pursuant to this Section and, effective as of the date of City's adoption of the inconsistent provision, the terms of the franchise shall revert to those in place prior to City's exercise of its option under this Section. The provisions of this Section apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of this Section do not apply to differences in the franchise fee factor that result from the application of the methodology set out in PURA Section 33.008(b) or any successor methodology.

SECTION 9. ACCOUNTING MATTERS.

A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to City under this Franchise.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. City may, if it sees fit, and upon reasonable notice to Company, have the books and records of Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein.

C. Company shall make available to the auditor during Company's regular business hours and upon reasonable notice, such personnel and records as City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to City therefore.

1. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the terms established in Section 7.

2. If as a result of a subsequent audit, initiated within two years of an audit which resulted in Company making a payment to City due to an underpayment of the franchise fee of more than 5%,

Company makes another payment to City due to an underpayment of the franchise fee of more than 5%, City may immediately treat this underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 10.C.

D. Company shall assist City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.

E. If Company provides confidential or proprietary information to City, Company shall be solely responsible for identifying such information with markings calculated to bring City's attention to the proprietary or confidential nature of the information. City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. City shall not be liable to Company for the release of any information City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If City receives a request under the Texas Public Information Act that includes Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows City to withhold the information.

SECTION 10. DEFAULT, REMEDIES, AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 10.C.

2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 10.C.

3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 10.C.

C. Remedies. City shall notify Company in writing of an alleged Uncured Event of Default as described in Section 10.B., which notice shall specify the alleged failure with reasonable particularity. Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as City may specify in such notice, either cure such alleged failure or in a written response to City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
3. The commencement of proceedings to seek revocation of Company's certificate of convenience and necessity to serve any or all of Company's service area located within City.
4. The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance.

E. Termination. In accordance with the provisions of Section 10.C., this Franchise may be terminated upon thirty (30) business day's prior written notice to Company by City. City shall notify

Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect, subject to applicable statute of limitations. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by that party.

SECTION 11. NOTICE.

A. Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of Midland
PO Box 1152
Midland, TX 79701

COMPANY
Municipal Relations
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 6th Floor
Dallas, TX 75202-1234

SECTION 12. SEVERABILITY. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 13. TRANSFER AND ASSIGNMENT. The rights granted by this Franchise Agreement inure to the benefit of the Company and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent, by Ordinance, of the City Council of City, unless otherwise superseded by state laws, rules, or regulations, or Public Utility Commission of Texas action, and such consent by City shall not be unreasonably withheld or delayed, except the Company may assign its rights under this Franchise Agreement to a parent, subsidiary, affiliate or successor entity without consent, so long as such parent, subsidiary, affiliate or successor entity assumes all obligations of Company hereunder, and is bound to the same extent as Company hereunder. The Company shall give City written notice within ninety (90) days of any such assignment to a parent, subsidiary, affiliate or successor entity.

SECTION 14. TERM. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with City within sixty (60) days after final passage and approval hereof by City. The right, privilege and franchise granted hereby shall expire on March 31, 2029; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of five (5) years from such expiration date and shall be automatically renewed thereafter for six (6) month periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 15. NON-EXCLUSIVE FRANCHISE. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 16. REPEAL. This Ordinance shall supersede any and all other franchises granted by City to Company, its predecessors and assigns.

SECTION 17. ACCEPTANCE. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 18. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; 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 duly proposed, read in full and adopted on second reading, the _____ day of _____, A.D., 2025; and passed to third reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

Mayor
The City of Midland

ATTEST:

City Secretary

STATE OF TEXAS §
COUNTY OF MIDLAND §
CITY OF MIDLAND §



City Council Meeting

Item Number: 42
Meeting Date: December 17, 2024
To: City Council / City Manager
From: Daniel Humbert, Senior Planner
Subject: MOTION GRANTING PRINCE SIGNS LLC'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1A, BLOCK 1, PAVILION PARK, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND EAST MOCKINGBIRD LANE) (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Prince Signs LLC is requesting a variance to exceed the maximum signage allowance on a property located at 5520 North Big Spring Street.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Per the proposed sign plans, the applicant is requesting to place two additional wall signs to the previously approved plans. The currently approved signage on the property totals 405.33 square feet and consists of four wall signs and one freestanding sign. La Cheve-ceria wall sign has a previously approved sign for a business that is on the same property but is separate from the applicant requesting the variance, Kent Kwik.

The request does not meet the requirements per the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards.

(3) In the NS District and less restrictive district, except for buildings in the C-1 District:

(j) 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.

Two business on this lot have a total of five previously approved signs. La Cheve-ceria has one wall sign with an area of 48.48 square feet. Kent Kwik has three wall signs and one freestanding sign with a cumulative area of 356.85 square feet.

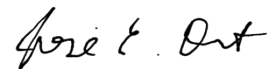
The cumulative area of all signs shall not exceed 360 square feet. The applicant is proposing two signs to the five existing with a cumulative sign area of 479.19 square feet, which exceeds the maximum allowed area by 119.19 square feet.

Planning:

This request represents a deviation from the existing sign regulations and the current signage exceeds the maximum allowance for this property. Although, when viewing the tenants as separate entities, Kent Kwik's currently approved cumulative signage is under the allowance by 3.15 square feet and this request would be an appeal to exceed the allowance by 70.71 square feet, staff would recommend approval of this application for a variance to the cumulative area of all signs exceeding the maximum sign area.

Attachments:

Appeal Request
Building Official's Denial Letter
Application
Proposed Signs
Maps



City Manager's Office



December 5, 2024

City of Midland
Code Administration Division
Development Services Department
300 N Loraine Street
Midland, Texas 79701

RE: 5520 N Big Spring St – Signage Allowance

To Whom It May Concern:

Prince Signs would like to request an appeal of the previous denial of application for proposed signage for its customer, Kent Kwik 354, at 5520 N Big Spring St, Midland, TX 79705. The City of Midland denied the proposed installation of two wall signs with a total square footage of 73.86.

Kent Kwik is requesting this signage to replace existing signage advertising the previous business they acquired in May of this year.

We appreciate your further consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Fryer', with a stylized flourish extending from the end of the signature.

Kevin Fryer



SIGN PERMIT PLAN REVIEW LETTER

December 5, 2024

Prince Signs LLC
6432 Cunningham Rd
Houston, TX 77041

RE: 5520 North Big Spring Street

Ms. Flores:

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.

Per Midland City Code Section 11-7a-15 (C) Any person aggrieved by the action of the City Building Official in the denial of an application for a permit or in his decision with reference to the issuance of a sign permit shall have the right to appeal to the Midland City Council. Such appeal shall be taken by filing with the City Manager's Office, not later than 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The Midland City Council shall set a time and place for a hearing on such appeal and notice of such hearing shall be mailed to the appellant. The decision and order of the Midland City Council on such appeal shall be final and conclusive.

Planning Division- Daniel Humbert 432-685-7902 dhumbert@midlandtexas.gov

12/5/2024-Denied

In the RR, Regional Retail District, the total signage allowed on this property is 360 sq ft. The La Cheve-ceria wall sign, Kent Kwik's Signs A, B, C from permit SGN-061995-2024 and Sign A from permit SGN-064613-2024 have been previously approved, but the proposed Signs B and C will make the total signage 479.19 sq ft.

Building Code- Tom Pineda- 432-685-7286 tpineda@midlandtexas.gov

10/22/2024-Approved

Sincerely,

Daniel Humbert
Senior Planner
City of Midland, TX, Planning and Zoning
432-685-7902, dhumbert@midlandtexas.gov

PACKET

P.O. Box 1152, Midland TX 79702-1152 Fax: 432-686-1609

42.4

December 17, 2024



PERMANENT SIGN PERMIT APPLICATION

1. PROJECT INFORMATION			
Project Address: <u>5520 N Big Spring St. Midland, Tx.</u>		Project Description: <u>Install signage for Kent Kwik</u>	
Name of Business: <u>Kent Kwik</u>			
Valuation of Job: \$ <u>6000.00</u>		Zoning:	
Property Line Setbacks: Front _____ Side _____ Rear _____		Property Easements: Yes _____ No _____	
Lot/Tract:	Block:	Subdivision/Survey:	Lot Size: (sq. ft.)
Type of Work: New Construction _____ Additional ☒ Repair Existing _____			Engineering Required: _____
Sign Type: Pole/Pylon _____ Monument _____ Directional _____ Wall ☒ LED _____ Other _____			
Illumination: Internal: ☒ External _____ None _____		Proposed Sign Area: <u>73.86</u> Facade: Height: _____ Width: _____	
Number of Signs: _____	Height Above Grade: <u>20'2"</u>	Overhang Permitted: <u>20'2"</u>	Other: _____
2. BUILDING OWNER INFORMATION			
Name: <u>The Kent Companies</u>		Address: <u>3510 N A St. Midland, Tx. 79705</u>	
Phone: <u>281-345-4488</u>		Fax: <u>N/A</u>	Email: <u>permits@princesigns.com</u>
3. SIGNAGE / CONTRACTOR INFORMATION			
Name: <u>Prince Signs LLC</u>		Address: <u>6432 Cunningham Rd. Houston, Tx. 77041</u>	
Phone: <u>281-345-4488</u>		Fax: <u>N/A</u>	Email: <u>permits@princesigns.com</u>
4. PLEASE READ CAREFULLY			
➤ Attach three (3) copies of the Signage Site Plan and Signage Elevations showing building dimensions and square footages of the signage areas. ➤ All signs with lighting must have an Underwriters Laboratory label affixed to cabinet and electrical. ➤ Be advised incomplete applications may be rejected, denied or cause permit processing delays. ➤ This permit becomes null and void if work authorized is not commenced within 180 days of issuance or if work is suspended or abandoned for a period of 180 days at any time after work is commenced. ➤ I hereby certify that I am the property owner or their authorized agent, and have the owner's consent to apply for the permit requested and receive all subsequent communications and business related to this application. I further certify that the information provided is true and correct to the best of my knowledge. This work shall comply with all provisions of laws and ordinances, whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any federal, state or local law regulating construction or the performance of construction.			
Signature of Applicant: <u>Ashley White</u>		Date: <u>10/23/2024</u>	
Printed Name of Applicant: <u>Ashley White</u>		Phone: <u>281-345-4488</u>	
Email: <u>permits@princesigns.com</u>		Fax: <u>N/A</u>	



KK 354 | 5520 N BIG SPRINGS ST, MIDLAND TX 79705

PRINCE SIGNS

DESIGN | FABRICATION | INSTALLATION

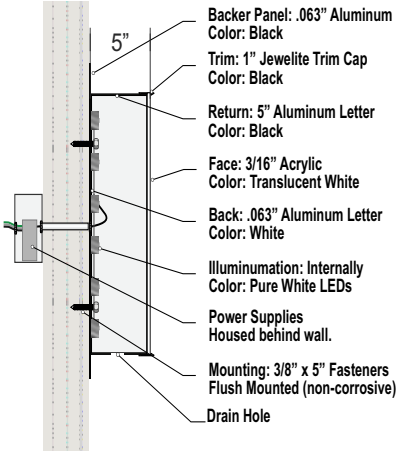
PACKET



December 17, 2024

Houston, TX 281-345-4488 | Midland, TX 432-505-4056 | info@princesigns.com | www.princesigns.com

SCOPE	
- REMOVE EXISTING SIGN - MFG. & INSTALL "KENT KWIK" CHANNEL LETTERS W/ BACKERPLATE	
MATERIAL SPECS	
A1	ACRYLIC
AL1	ALUMINUM
VINYL SPECS	
V1	3M 3630-015 YELLOW TRANS. VINYL



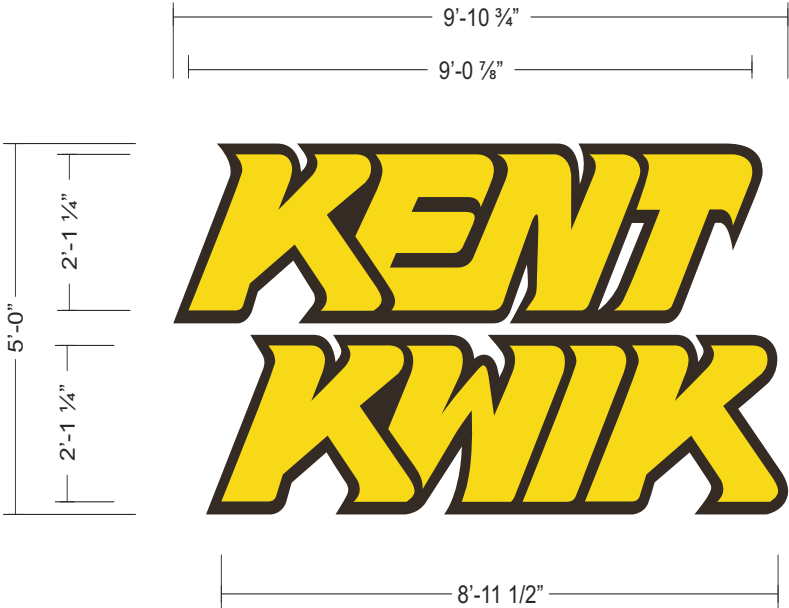
ILLUMINATED CHANNEL LETTERS W/ BACKERPLATE

SCALE: NTS

B

"KENT KWIK" CHANNEL LETTERS WITH BACKERPLATE
SCALE: 1/2" = 1'-0"

49.48 ft²



THIS IS ONLY AN ARTIST RENDERING. FINISHED PROJECT MAY VARY SLIGHTLY IN SIZE AND COLOR.

P E R M I T



PRINCE SIGNS

DESIGN | FABRICATION | INSTALLATION

6432 Cunningham Rd Houston, TX 77041

281-345-4488

2160 Commerce Dr Midland, TX 79703

432-505-4056

info@princesigns.com

PROJECT INFO

CLIENT: KK354
ADDRESS: 5520 N BIG SPRINGS
CITY/STATE: MIDLAND, TX 79705
DATE: 10/3/24
SALES: TRACY SWISHER
DESIGN: VADIM TAMAYO

W.O. NUMBER

6426-P2

OTHER W.O.

42.7

#	REVISION	
10/21/24	PERMIT REVISION	VT
10/28/24	VARIANCE SIGN B & C	VT

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND NOTING OF THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6 (A) (1) OF THE NATIONAL ELECTRICAL CODE.

December 17, 2024

ILLUMINATED

ELECTRIC SIGNS E320516

ELECTRICAL REQUIREMENTS

PRIMARY CIRCUIT
120 VOLT/30 AMP

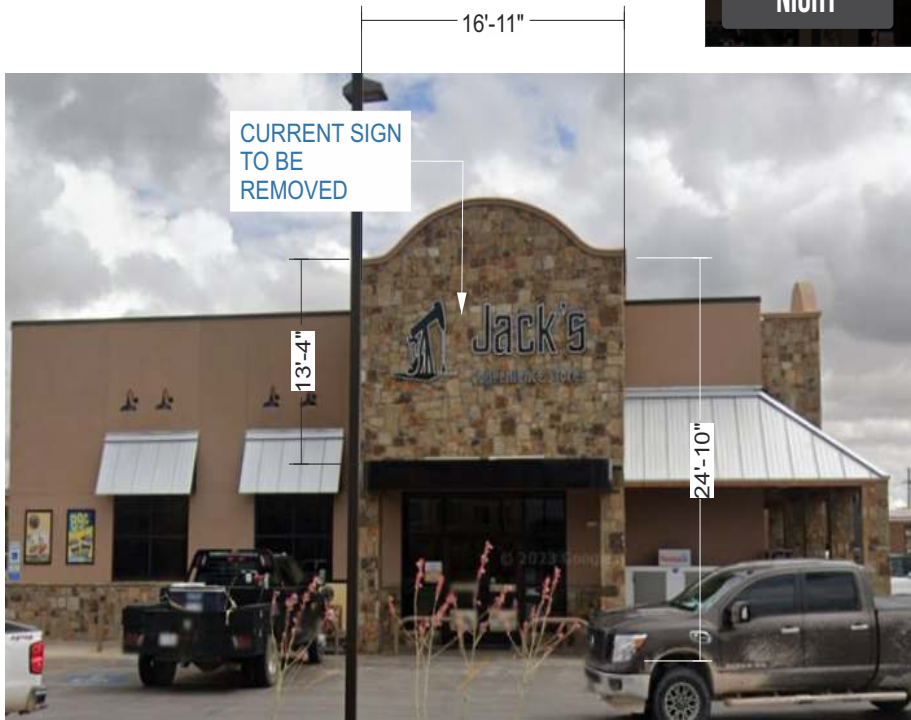
TOTAL AMP DRAW
XX VOLT/XX AMP

TSCL# 18895

PRINCE ELECTRICAL, L.L.C. POWER
SIGN FABRICATOR BY DESIGN
ELECTRICIAN (LISC) 45104

PAGE 2

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EXISTING



PROPOSED

B FACING MOCKINGBIRD LN - ELEVATION
SCALE: 1/8" = 1'



PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION

6432 Cunningham Rd Houston, TX 77041
281-345-4488
2160 Commerce Dr Midland, TX 79703
432-505-4056
info@princesigns.com

PACKET

PROJECT INFO

CLIENT: KK354
ADDRESS: 5520 N BIG SPRINGS
CITY/STATE: MIDLAND, TX 79705
DATE: 10/3/24
SALES: TRACY SWISHER
DESIGN: VADIM TAMAYO

W.O. NUMBER

6426-P2

OTHER W.O.
42.8

#

REVISION		
10/21/24	PERMIT REVISION	VT
10/28/24	VARIANCE SIGN B & C	VT

REVISION

VT

VT

THIS SIGN IS INTENDED TO BE
INSTALLED IN ACCORDANCE WITH
THE REQUIREMENTS OF
ARTICLE 600 OF THE NATIONAL
ELECTRICAL CODE AND/OR OTHER
APPLICABLE LOCAL CODES.
THIS INCLUDES PROPER GROUNDING
AND PROTECTING THE SIGN FROM
THE LOCATION OF THE DISCONNECT
SWITCH AFTER INSTALLATION SHALL
COMPLY WITH ARTICLE 600.6 (A) (1)
OF THE NATIONAL ELECTRICAL CODE.

PERMIT

ILLUMINATED

	ELECTRIC SIGNS E320516
ELECTRICAL REQUIREMENTS	
PRIMARY CIRCUIT 120 VOLT/30 AMP	
TOTAL AMP DRAW XX VOLT/XX AMP	
TSCL# 18895 PRINCE ELECTRICAL, TEXAS POWER DATA SUPPLY BY OTHER ELECTRICAL CODE 4000	

SCOPE

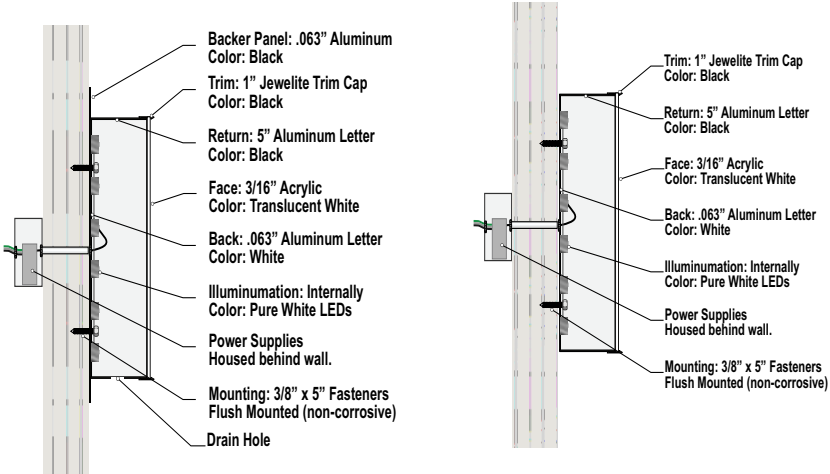
- (TBD) SUPPLY & INSTALL ACM PANELS
- REMOVE EXISTING SIGNS (ENTRANCE ELEV.)
- MFG. & INSTALL (2) SETS OF “KENT” CHANNEL LETTERS W/ BACKERPLATE & “CARWASH” CHANNEL LETTERS;

MATERIAL SPECS

- A1 ACRYLIC
- AL1 ALUMINUM

VINYL SPECS

- V1 3M 3630-015 YELLOW TRANS. VINYL
- V2 3M 3630-147 LIGHT EURO BLUE TRANS. VINYL



ILLUMINATED CHANNEL LETTERS W/ BACKERPLATE
SCALE: NTS

ILLUMINATED CHANNEL LETTERS
SCALE: NTS

C “KENT” CHANNEL LETTERS WITH BACKERPLATE & “CARWASH” CHANNEL LETTERS
SCALE: 1/2" = 1'-0" 24.38 ft²



A1 CHANNEL LETTERS 5" BLACK RETURNS
AL1 W/ TRANS. ACRYLIC FACES APPLIED
V1 TO FIRST SURF. TRANS. VINYL,
ROUTED ALUMINUM BACKER PLATE;
TO BE DIRECT MOUNTED

A1 CHANNEL LETTERS 5" BLACK RETURNS
AL1 W/ TRANS. ACRYLIC FACES APPLIED
V2 TO FIRST SURF. TRANS. VINYL;
ROUTED ALUM. BACKS
TO BE DIRECT MOUNTED

THIS IS ONLY AN ARTIST RENDERING. FINISHED PROJECT MAY VARY SLIGHTLY IN SIZE AND COLOR.

P E R M I T

PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION

6432 Cunningham Rd Houston, TX 77041
281-345-4488

2160 Commerce Dr. Midland, TX 79703
432-505-4056

info@princesigns.com

PROJECT INFO

CLIENT: KK354
ADDRESS: 5520 N BIG SPRINGS
CITY/STATE: MIDLAND, TX 79705
DATE: 10/3/24
SALES: TRACY SWISHER
DESIGN: VADIM TAMAYO

W.O. NUMBER

6426-P2

OTHER W.O.

#	REVISION	
10/21/24	PERMIT REVISION	VT
10/28/24	VARIANCE SIGN B & C	VT

THIS SIGN IS INTENDED TO BE
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THE REQUIREMENTS OF
ARTICLE 600 OF THE NATIONAL
ELECTRICAL CODE AND/OR OTHER
APPLICABLE LOCAL CODES.
THIS INCLUDES PROPER GROUNDING
AND THE LOCATION OF THE DISCONNECT
SWITCH AFTER INSTALLATION SHALL
COMPLY WITH ARTICLE 600.6 (A) (1)
OF THE NATIONAL ELECTRICAL CODE.

ILLUMINATED

ELECTRIC SIGNS E320516

ELECTRICAL REQUIREMENTS

PRIMARY CIRCUIT
120 VOLT/30 AMP

TOTAL AMP DRAW
XX VOLT/XX AMP

TSCL# 18895
PRIMARY ELECTRICAL, WIRE POWER
DATA SUPPLIED BY OWNER
RECORDING UNIT 40004

PAGE 4

December 17, 2024



NIGHT

EXISTING

PROPOSED

CARWASH ENTRANCE ELEVATION
SCALE: 1/8" = 1'



PRINCE SIGNS
DESIGN | FABRICATION | INSTALLATION

6432 Cunningham Rd Houston, TX 77041
281-345-4486
2160 Commerce Dr Midland, TX 79703
432-505-4056
info@princesigns.com

PACKET

PROJECT INFO

CLIENT: KK354
ADDRESS: 5520 N BIG SPRINGS
CITY/STATE: MIDLAND, TX 79705
DATE: 10/3/24
SALES: TRACY SWISHER
DESIGN: VADIM TAMAYO

W.O. NUMBER

6426-P2

OTHER W.O.
42.10

#

REVISION		
10/21/24	PERMIT REVISION	VT
10/28/24	VARIANCE SIGN B & C	VT

THIS SIGN IS INTENDED TO BE
INSTALLED IN ACCORDANCE WITH
THE REQUIREMENTS OF
ARTICLE 600 OF THE NATIONAL
ELECTRIC CODE AND/OR OTHER
APPLICABLE LOCAL CODES.
THIS INCLUDES PROPER GROUNDING
AND LOCATION OF THE SIGN.
THE LOCATION OF THE DISCONNECT
SWITCH AFTER INSTALLATION SHALL
COMPLY WITH ARTICLE 600.6 (A) (1)
OF THE NATIONAL ELECTRICAL CODE.

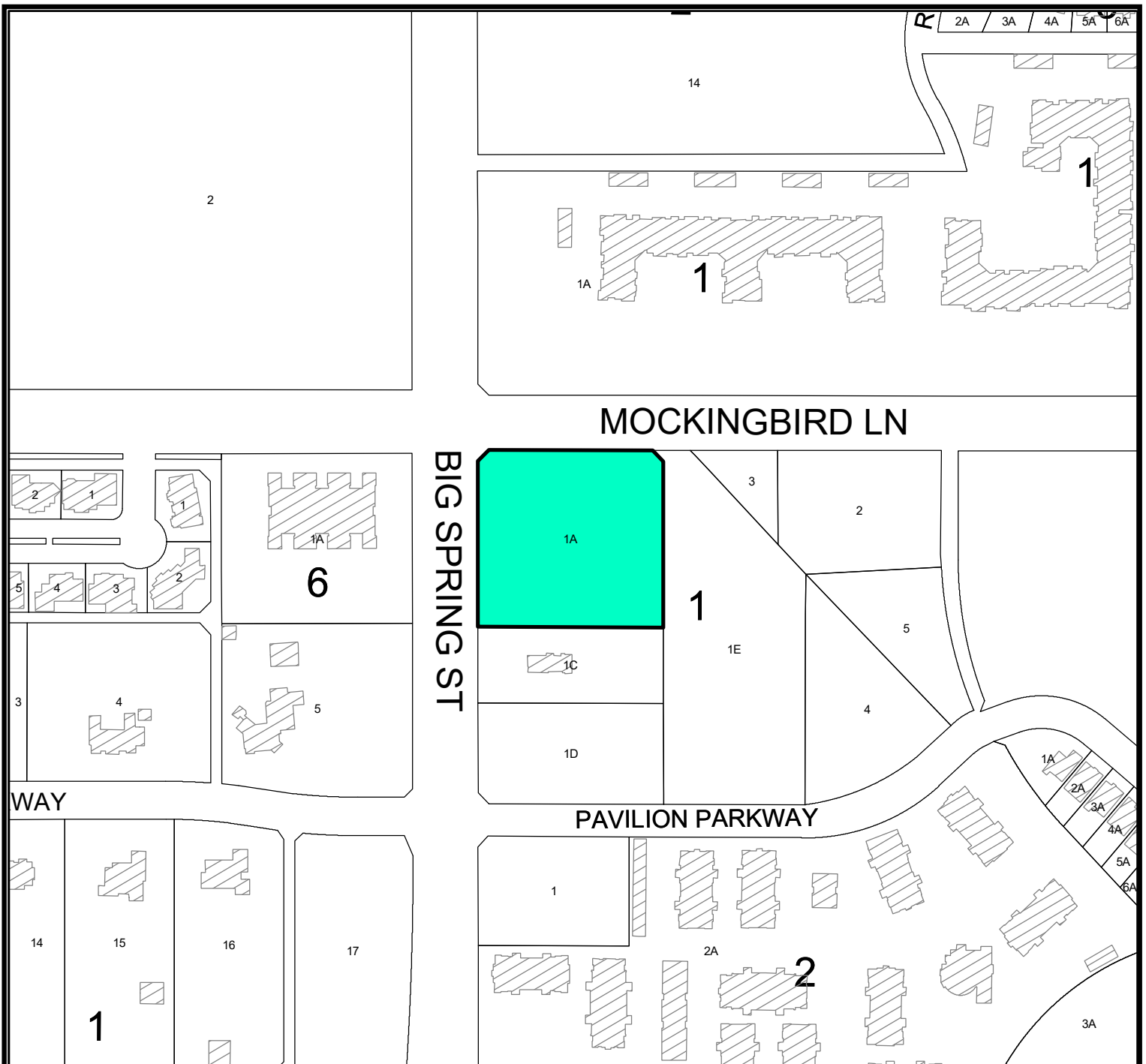
December 17, 2024

P E R M I T

ILLUMINATED

ELECTRIC SIGNS E320516

ELECTRICAL REQUIREMENTS	
PRIMARY CIRCUIT	120 VOLT/30 AMP
TOTAL AMP DRAW	XX VOLT/XX AMP
TSCL#:	18895
PRIMARY ELECTRICAL WIRE POWER WIRE GAUGE: 12 BY 12 GAUGE ELECTRICIAN: 1000 4000	



Location Map

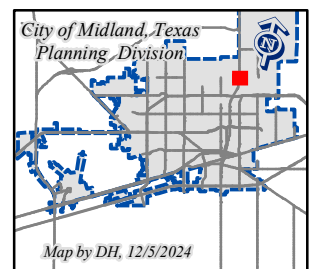
Scale: 1" = 263'

Motion granting Prince Signs LLC appeal and reversing the building official's denial of a sign permit for Lot 1A, Block 1, Pavilion Park, Section 11, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North Big Spring Street and East Mockingbird Lane. (Council District 1) 42.12

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

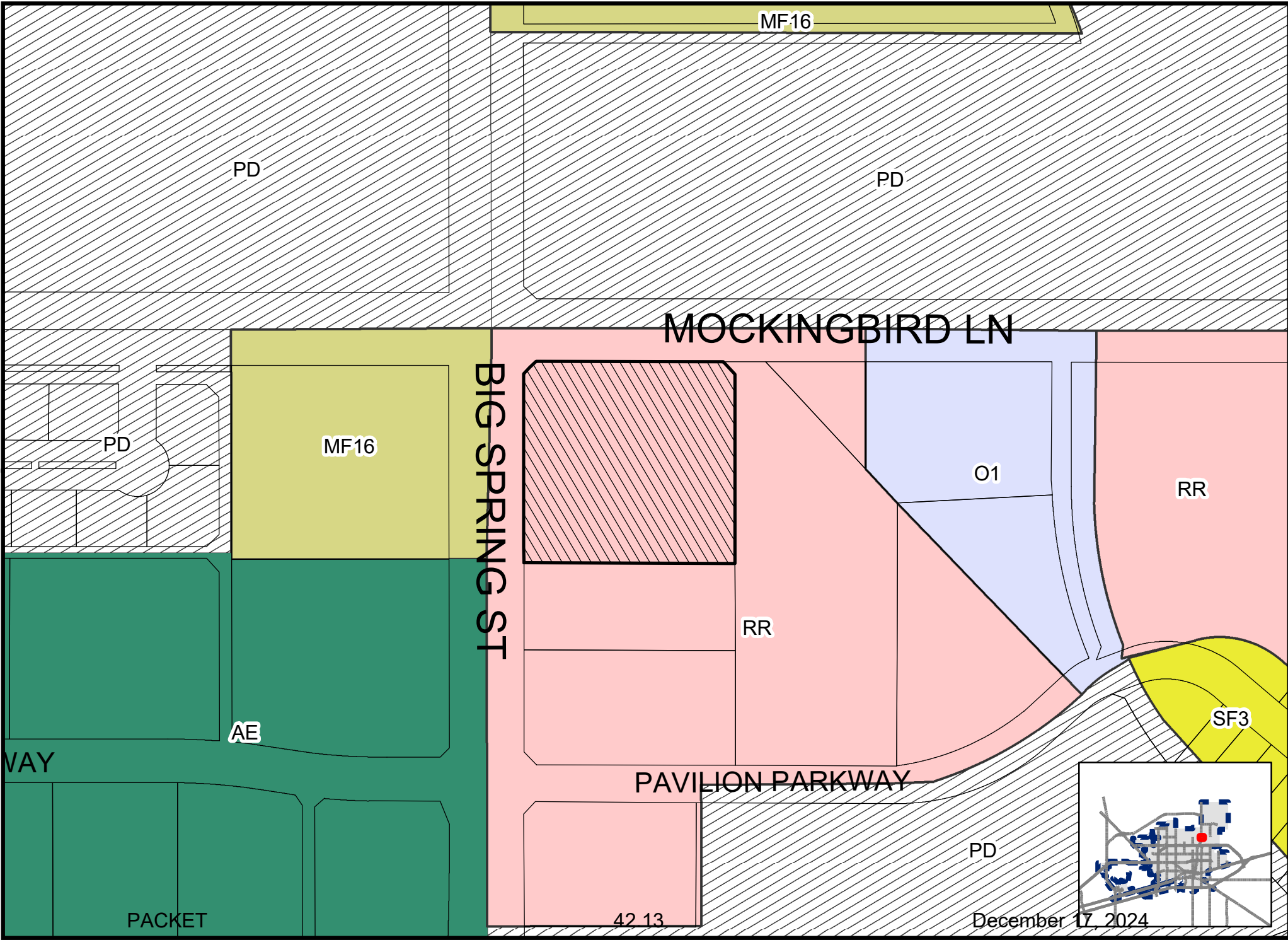


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. IT IS DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

December 17, 2024





KENT KWIK

ITEM — SIGN APPEAL

December 17, 2024



Visit Our Website

MIDLANDTEXAS.GOV

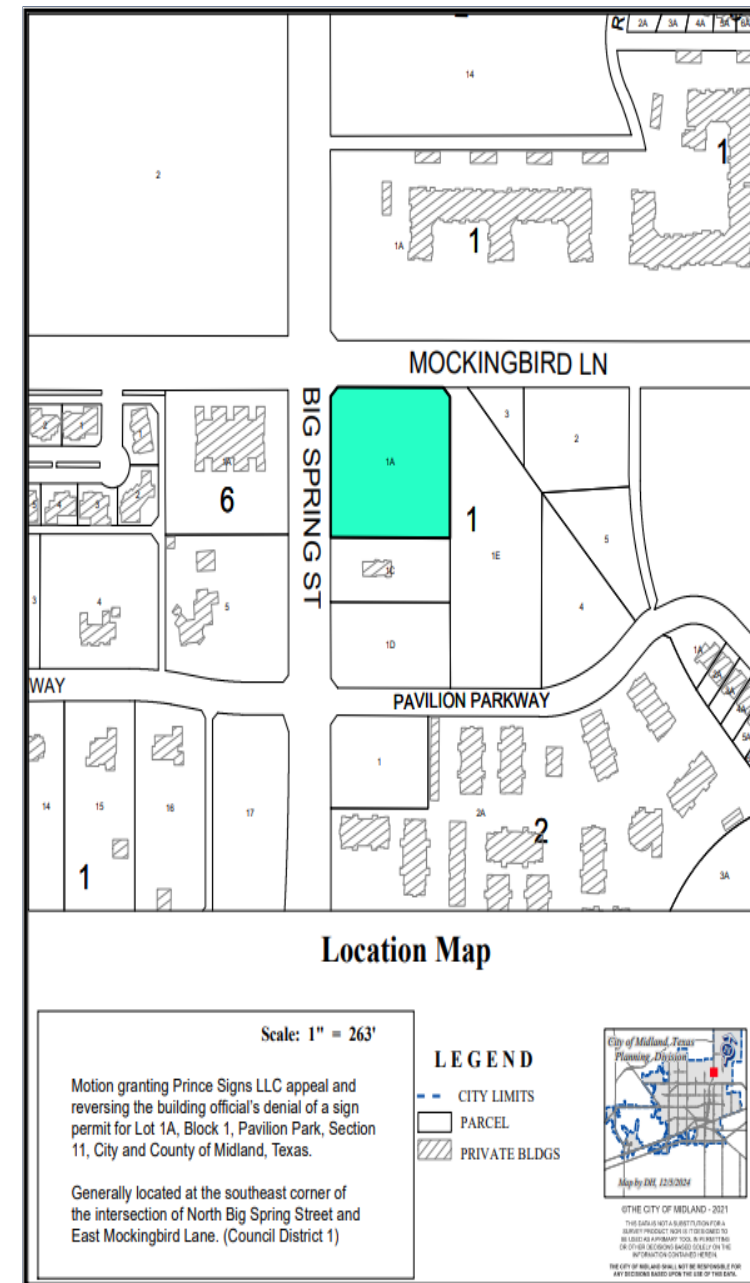
PACKET

42.14

December 17, 2024

APPLICATION SUMMARY

- **Property Owner & Developer:** The Kent Companies
- **Representative:** Jennifer Flores, with Prince Signs LLC
- **Application Type:** Sign Appeal
- **Address:** 5520 North Big Spring Street (District 1)



SIGN APPEAL DETAILS

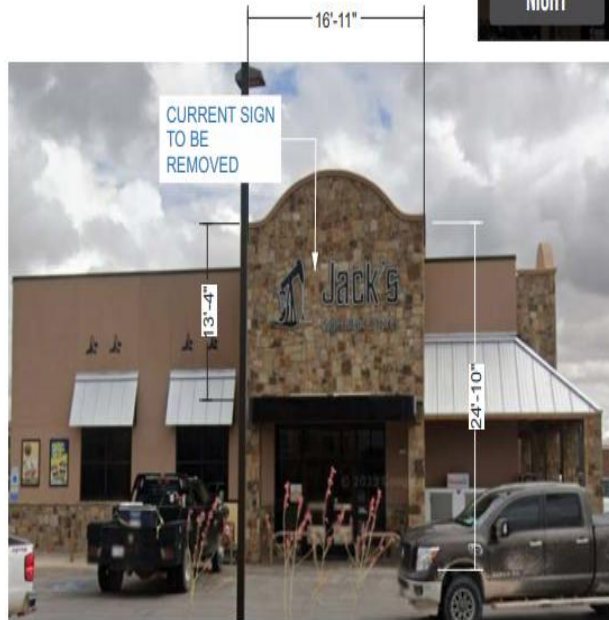
- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum signage allowance of 360 square feet by 119.19 square feet.
- There is currently four wall signs and one freestanding sign on the property that were previously approved by the Code Enforcement Department.

SIGN APPEAL DETAILS

- **Current Cumulative Signage:** 405.33 sq ft
- **Current Number of Signs:** 5
- **Number of Proposed Signs:** 2
- **Proposed Sign Area:** 73.86 sq ft
- **Proposed Cumulative Signage:** 479.19 sq ft



PROPOSED SIGN DETAILS (Sign B)



EXISTING



PROPOSED

B FACING MOCKINGBIRD LN - ELEVATION
SCALE: 1/8" = 1'



PRINCE SIGNS
DESIGN • FABRICATION • INSTALLATION

6432 Cunningham Rd Houston, TX 77041
281-345-4488

2160 Commerce Dr Midland, TX 79703
432-905-4056

info@princesigns.com

PROJECT INFO

CLIENT: KK354
ADDRESS: 5520 N BIG SPRINGS
CITY/STATE: MIDLAND, TX 79705
DATE: 10/3/24
SALES: TRACY SWISHER
DESIGN: VADIM TAMAYO

W.O. NUMBER

6426-P2

OTHER W.O.

#

REVISION

10/21/24	PERMIT REVISION	VT
10/20/24	VARIANCE SIGN B & C	VT

THIS SIGN IS INTENDED TO BE
INSTALLED IN ACCORDANCE WITH
THE REQUIREMENTS OF
ARTICLE 600 OF THE NATIONAL
ELECTRICAL CODE AND/OR OTHER
APPLICABLE LOCAL CODES.
THIS INCLUDES PROPER FOUNDATIONS
AND BONDING OF THE SIGN.
THE LOCATION OF THE DISCONNECT
SWITCH AFTER INSTALLATION SHALL
COMPLY WITH ARTICLE 606.6 (A) (1)
OF THE NATIONAL ELECTRICAL CODE.

PERMIT

☒	ILLUMINATED
☒	ELECTRIC SIGNS E1205(R)
☒	ELECTRICAL REQUIREMENTS
☒	PERMIT CHECK
☒	120 VOLT 20 AMP
☒	TOTAL WATTAGE
☒	120 VOLT 30 AMP
☒	120 VOLT 40 AMP
☒	120 VOLT 50 AMP
☒	120 VOLT 60 AMP
☒	120 VOLT 70 AMP
☒	120 VOLT 80 AMP
☒	120 VOLT 90 AMP
☒	120 VOLT 100 AMP
☒	120 VOLT 110 AMP
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☒	120 VOLT 590 AMP
☒	120 VOLT 600 AMP
☒	120 VOLT 610 AMP
☒	120 VOLT 620 AMP
☒	120 VOLT 630 AMP
☒	120 VOLT 640 AMP
☒	120 VOLT 650 AMP
☒	120 VOLT 660 AMP
☒	120 VOLT 670 AMP
☒	120 VOLT 680 AMP
☒	120 VOLT 690 AMP
☒	120 VOLT 700 AMP
☒	120 VOLT 710 AMP
☒	120 VOLT 720 AMP
☒	120 VOLT 730 AMP
☒	120 VOLT 740 AMP
☒	120 VOLT 750 AMP
☒	120 VOLT 760 AMP
☒	120 VOLT 770 AMP
☒	120 VOLT 780 AMP
☒	120 VOLT 790 AMP
☒	120 VOLT 800 AMP
☒	120 VOLT 810 AMP
☒	120 VOLT 820 AMP
☒	120 VOLT 830 AMP
☒	120 VOLT 840 AMP
☒	120 VOLT 850 AMP
☒	120 VOLT 860 AMP
☒	120 VOLT 870 AMP
☒	120 VOLT 880 AMP
☒	120 VOLT 890 AMP
☒	120 VOLT 900 AMP
☒	120 VOLT 910 AMP
☒	120 VOLT 920 AMP
☒	120 VOLT 930 AMP
☒	120 VOLT 940 AMP
☒	120 VOLT 950 AMP
☒	120 VOLT 960 AMP
☒	120 VOLT 970 AMP
☒	120 VOLT 980 AMP
☒	120 VOLT 990 AMP
☒	120 VOLT 1000 AMP

PAGE 3

PROPOSED SIGN DETAILS (Sign C)



EXISTING



PROPOSED



NIGHT

CARWASH ENTRANCE ELEVATION
SCALE: 1/8" = 1'



PRINCE SIGNS

DESIGN • FABRICATION • INSTALLATION

6432 Cunningham Rd Houston, TX 77041
281-545-4488

2160 Commerce Dr Midland, TX 79703
432-505-4056

info@princesigns.com

PROJECT INFO

CLIENT: KK354
ADDRESS: 5520 N BIG SPRINGS
CITY/STATE: MIDLAND, TX 79705
DATE: 10/3/24
SALES: TRACY SWISHER
DESIGN: VADIM TAMAYO

W.O. NUMBER

6426-P2

OTHER W.O.

#

10/21/24

10/28/24

REVISION

PERMIT REVISION

VARIANCE SIGN B & C

VT

VT

THIS SIGN IS INTENDED TO BE
INSTALLED IN ACCORDANCE WITH
THE REQUIREMENTS OF
ARTICLE 808 OF THE NATIONAL
ELECTRICAL CODE AND/OR OTHER
APPLICABLE LOCAL CODES.
THIS INCLUDES PROPER BRANDING
AND BONDING OF THE SIGN.
THE LOCATION OF THE DISCONNECT
SWITCH AFTER INSTALLATION SHALL
COMPLY WITH ARTICLE 808.8 (A) (1) (1)
OF THE NATIONAL ELECTRICAL CODE.

PERMIT

ILLUMINATED

ELECTRIC SIGNS

ELECTRICAL REQUIREMENTS

PRIMARY CIRCUIT

120 VOL. 1.5 AMP

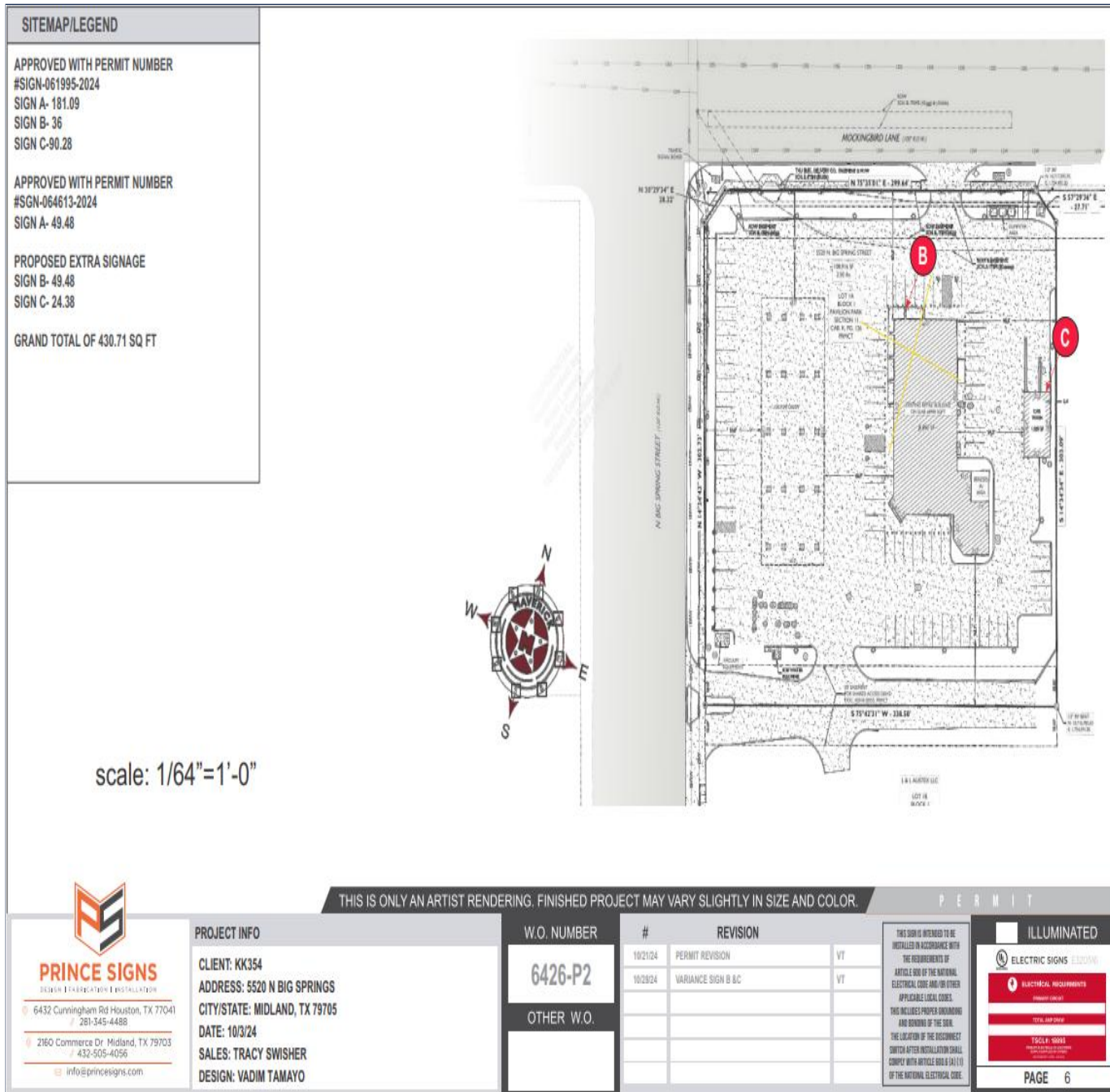
TOTAL AMP DRAW

80 VOL. 1.5 AMP

120 VOL. 1.5 AMP

120 VOL. 1.5 AMP

PAGE 5



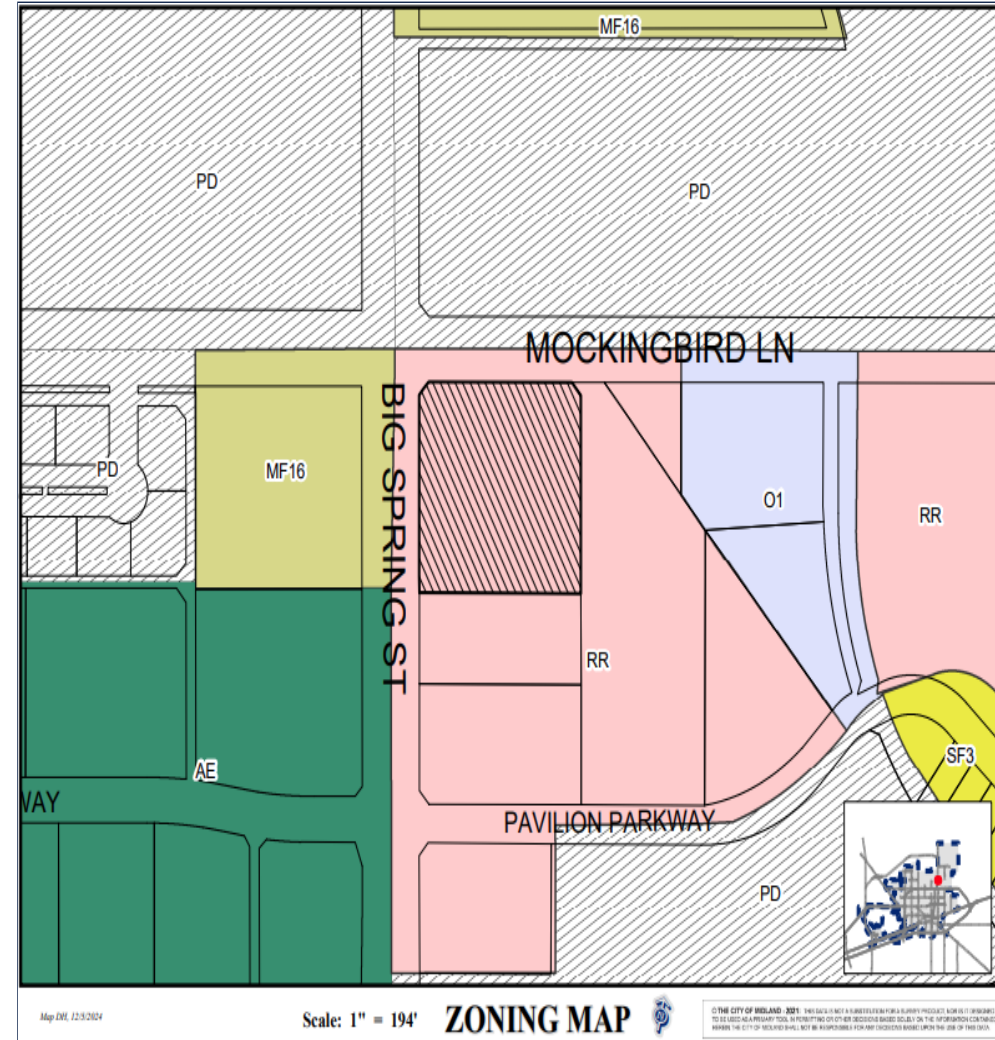
PROPOSED CUMULATIVE SIGNAGE DETAILS (Proposed Signs B & C)

ZONING

Current Zoning: RR, Regional Retail District

Surrounding Zoning:

- **South & East:** RR, Regional Retail District
- **North:** PD, Planned Development District for Housing Development
- **West:** MF-16, Multiple-Family Dwelling District



RELATED ITEMS

- The original plans were approved on October 22, 2024, by the Code Enforcement Department.



STAFF RECOMMENDATION

Staff recommends **APPROVAL** of this application for a variance to the cumulative area of all signs exceeding the maximum sign area as although this request represents a deviation from the existing sign regulations and no hardships have been shown to exist when viewing both tenants as separate entities, Kent Kwik's currently approved cumulative signage is under the allowance by 3.15 square feet and this request would be an appeal to exceed the allowance by 70.71 square feet.



MISSION

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



Date: December 17, 2024
To: The Honorable Mayor and Council
From: Vanessa Magallanes, Chief Deputy City Secretary
Subject: MDC & Planning & Zoning Commission Annual Recruitment

Dear Council, included with this memo are the applications received for the Midland Development Corporation and Planning and Zoning Commission Annual Recruitment, a spreadsheet of the names of the applicants and what board they applied to, attendance records, and the Main Board list for your review to make appointments at the December 17th City Council meeting.

Midland Development Corporation:

- 2 – Vacancies (Berry & Gardaphe)
- 1 – Re-Appointment (Brown)

Planning and Zoning Commission:

- 3 – Vacancies (Carrasco, Villela, & Burkholder)

I would like to see if you all would like to appoint someone from Council as the Council Liaison for the following boards that Councilman Corrales was a part of:

Animal Control Advisory Commission

Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals

Zoning Board of Adjustment & Airport Zoning Board of Adjustment

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

December 17, 2024

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)

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

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028
Gena Linebarger	09/20	Sept 30 2026	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2026	Sept 30 2026
John Echols	09/23	Sept 30 2026	Sept 30 2029
Samuel Jolliffe V	09/23	Sept 30 2026	Sept 30 2029
Dave Joyner	10/21	Sept 30 2027	Sept 30 2027

Justine Ruff (Liaison)

Robin Poole (Council Liaison)

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

Eligibility Requirements: Resident of Midland County

ANIMAL CONTROL ADVISORY COMMISSION

(Advisory)

(Membership - 7; Terms - 4 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Melissa Griffin-Hobson (daily operations)	08/23	Sept 30 2025	Does Not Expire
VACANT (Jensen (Veterinarian))	04/20	Sept 30 2024	Does Not Expire
Dianne Anderson (County)	11/23	Sept 30 2027	Does Not Expire
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030
Shelly Haney	09/24	Sept 30 2028	Sept 30 2032
Lisa Vandenberg	09/24	Sept 30 2028	Sept 30 2032

Melissa Griffin-Hobson (Staff Liaison)

Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 3 Citizens

BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISORY BOARD

(Advisory)

(Membership-7; City Appoints 4 Seats; Terms – 3 Years - **Staggered**)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Randall Milloy	09/23	Sept 30 2025	Sept 30 2028
Tucker Schneemann	09/23	Sept 30 2025	Sept 30 2028
Dillon Custer	09/23	Sept 30 2026	Sept 30 2029
Tim Jakel Jr.	11/24	Sept 30 2027	Sept 30 2030

Robin Poole (Council Liaison)

Non-voting Ex-Officio member is the City Governance Officer/City Secretary.

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

(Decision Making)

(Membership – 9; Terms – 6 Years)

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

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2030	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2030	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2030	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2030	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2030	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2030	Sept 30 2030
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2030	Sept 30 2030
Dan Corrales (Council Liaison)			

Eligibility Requirements: Members shall reside within the City.

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

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

Appt Date

Carl Craig	10/19
Walter Pate	06/18
Mark Payne	06/18
Brian Sales	06/18
Gabriel McClelland (Staff Liaison)	09/23
Bill Scott	09/22
Joshua Ferguson	09/24

Robin Poole (Council Liaison)

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Clint Williamson	04/21*	Sept 30 2025	Sept 30 2025
Heather Bredimus	09/23	Sept 30 2025	Sept 30 2027
Shonna Garcia	03/24*	Sept 30 2025	Sept 30 2029
Charles Harrington	04/24*	Sept 30 2025	Sept 30 2029
Roy Geer	09/24	Sept 30 2026	Sept 30 2028
Michael Dietrich	09/24	Sept 30 2026	Sept 30 2028
Ankur Bhakta	09/22	Sept 30 2026	Sept 30 2026

Marcia Bentley-German (Staff Liaison)

Robin Poole (Council Liaison)

John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, "Municipal Hotel Occupancy Taxes", 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

(Separate Legal Entity)

Five Directors, Elected by Local Taxing Entities.

City Nominates/Cast Vote for one Director

(Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
John Scharbauer	10/24*	Dec 31 2028

PACKET

43.4

December 17, 2024

* Indicates appointment to an unexpired term.

MIDLAND DEVELOPMENT CORPORATION

(Decision Making/Separate Legal Entity)
(Membership - 7; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Chase Gardaphe	01/19	Jan 14 2025	Jan 14 2025
Barry Simpson	01/19	Jan 14 2025	Jan 14 2025
Brad Bullock	04/21*	Jan 14 2026	Jan 14 2029
P Lourcey Sams	04/20*	Jan 14 2026	Jan 14 2026
Jill Pennington	04/20*	Jan 14 2026	Jan 14 2026
Zachary Deck	01/23	Jan 14 2026	Jan 14 2029
Elvie Brown	10/23*	Jan 14 2025	Jan 14 2039

Vanessa Magallanes (Staff Liaison)
Amy Stretcher-Burkes (Council Liaison)
Lori Blong – Mayor (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Separate Legal Entity)

(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)

(**Resolution** of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Traci Proctor	02/24	Sep 30 2027	Sep 30 2030
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2028
Elvie Brown	02/23	Sep 30 2026	Sep 30 2029

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

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

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Separate Legal Entity)

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

Appointments Made by Mayor (LGC 392.031)

	<u>Appt Date</u>	<u>Term Expires</u>
Latoya Mayberry	06/21	Oct 2025
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2025
Michelle Evans	10/23	Oct 2025
Neville Peyton	10/23	Oct 2025
Wes Gotcher	09/20	Oct 2026

Isaac Garnett (Staff Liaison)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.**MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD**

(Decision Making/Separate Legal Entity)

(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Don “Woody” Woodward	09/22	Sept 30 2028	Sept 30 2028
Daniel Garcia	11/24	Sept 30 2026	Sept 30 2028
Robert Crites	10/22	Sept 30 2024	Sept 30 2028
Joseph Sanchez	12/19*	Sept 30 2027	Sept 30 2027
Daniel Norwood	04/21*	Sept 30 2029	Sept 30 2029
Lindsey Adams	11/24	Sept 30 2026	Sept 30 2028

Taha Sakrani (Staff Liaison)

MIDLAND SPACEPORT DEVELOPMENT CORPORATION

(Decision Making)

(Membership – 7 with 4 appointed by City of Midland & 3 by Midland County; 2 Year-Terms)

	<u>Appt Date</u>	<u>Term Expires</u>
Frank Kisner (City)	04/23	Sept 30 2025
Stephen Lowery (County)	02/24*	Sept 30 2025
Frank Tarzian (County)	02/24*	Sept 30 2025
Ed Anderson (County)	04/23	Sept 30 2025
John Trischitti III (City)	11/23	Sept 30 2025
Claudius Sanchez Czyzewska (City)	11/23	Sept 30 2025
Dann Schantz	11/24	Sept 30 2026

Justine Ruff (Staff Liaison)

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025
Layton Hargesheimer	10/23	Sept 30 2026	Sept 30 2029
Nick Stowers (Petroleum Eng.)	09/24	Sept 30 2027	Sept 30 2030
Cameron Willmann (Real Estate)	10/21*	Sept 30 2027	Sept 30 2027
Keith Braun	11/24	Sept 30 2027	Sept 30 2030

Garrick Clayton (Staff Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.**PARKS AND RECREATION COMMISSION**

(Advisory)

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

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028
Susannah Prucka	04/20*	Sept 30 2026	Sept 30 2026
Dal Watson	09/20	Sept 30 2026	Sept 30 2026
Andra Jones	09/23	Sept 30 2026	Sept 30 2029
Dustin Johnson	09/24	Sept 30 2027	Sept 30 2030
Marion Bryant	11/24	Sept 30 2027	Sept 30 2030

Laurie Williams (Staff Liaison)

John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.**PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)**

(Separate Legal Entity)

(Membership 9 - 2 (City); Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Derek Cook (City)	06/21	June 2025
Mickey Cargile (City)*	09/23	June 2025

PERSONNEL BOARD OF APPEALS

(Decision Making)

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

	<u>Appt. Date</u>
Scott Dufford	01/14
Hugh A. "Andy" Shaffer	09/05
Lori Blong	01/23

Mark Widman (Staff Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Decision Making)

(Membership - 7; Terms - 3 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
VACANT (Carrasco)	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
VACANT (Villela)	05/23*	Sept 30 2026	Sept 30 2029
Lucy Sisniega	09/20	Sept 30 2026	Sept 30 2026
VACANT (Burkholder)	10/23	Sept 30 2026	Sept 30 2029
Brennan Berry	10/23	Sept 30 2026	Sept 30 2029

ALTERNATES:

Joshua Sparks	10/23	Sept 30 2026	Sept 30 2029
Dara Richardson	04/24*	Sept 30 2025	Sept 30 2031

Landon Ochoa (Staff Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)

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

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Rachel Walker	10/23	Sept 30 2025	Sept 30 2027
Elizabeth Moore	10/23	Sept 30 2025	Sept 30 2027
Robert Gray	01/21*	Sept 30 2027	Sept 30 2027
Deborah Julian	11/24	Sept 30 2026	Sept 30 2028
Brentley LaFoy	11/24	Sept 30 2026	Sept 30 2028

ALTERNATES: (not applicable to Airport Zoning)

Keith Braun	Sept 30 2026
Spencer Manning	Sept 30 2026

VACANCY	Sept 30 2020
VACANCY	Sept 30 2020

Jeff Pinkstaff (Staff Liaison)

****Updated: December 2, 2024****

SPREADSHEET LIST OF APPLICANTS & BOARDS & COMMISSIONS APPLIED FOR:

Planning & Zoning Commission	Midland Development Corporation
3 – Vacancies:	2 – Vacancies:
Adrian Carrasco	Chase Gardaphe
Steven Villela	Berry Simpson
John Burkholder	1 – Re-Appointment:
	Elvie Brown
Abraham Bejil	Garrett Donnelly
Brennan Berry	Shelden Kinnison
Sarah Dehlinger	J. Ross Lacy
Justin Dolan	Sharla Hotchkiss
Joshua Garza	Rance Norton
Charles (Parker) Hall	Scott Dufford (Please note application was added back on 12/10/2024)
Aaron Hunter	
J. Brian Martin	
Brandon P. Ofield	
Joy L. Paulson	
Tommy Reynolds	
Dara Richardson	
Aaron Phillip Scholl	
Justin Willmon	
Steven Williams	
Lucy Sisniega	
Emily Holeva	
Joshua Sparks	

MIDLAND DEVELOPMENT CORPORATION
(Membership - 7: Terms - 3 Years - Staggered)
January 2024-December 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE
VACANT (Gardaphe)	Jan 14 2025	81%	13	16	
VACANT (Simpson)	Jan 14 2025	81%	13	16	
P Lourcey Sams	Jan 14 2026	100%	16	16	
Jill Pennington	Jan 14 2026	75%	12	16	
Brad Bullock	Jan 14 2026	75%	12	16	
Zachary Deck	Jan 14 2026	88%	14	16	
Elvie Brown	Jan 14 2025	100%	16	16	YES
Applicants Name					
Garret Donnelly					
Sheldein Kinnison					
J. Ross Lacy					
Sharla Hotchkiss					

PLANNING AND ZONING COMMISSION
(Advisory; Membership - 7: Terms - 3 Years)
January 2024-December 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS
VACANT (Carrasco)	Sept 30 2024	57%	13	23
Emily Holeva	Sept 30 2025	39%	9	23
Abraham Bejil	Sept 30 2025	83%	19	23
VACANT (Villela)	Sept 30 2026	100%	23	23
Lucy Sisniega	Sept 30 2026	96%	22	23
VACANT (Burkholder)	Sept 30 2026	91%	21	23
Brennan Berry	Sept 30 2026	83%	19	23
ALTERNATES:				
Joshua Sparks	Sept 30 2026	83%	19	23
Dara Richardson (Appt. 4/24)	Sept 30 2025	57%	13	23
Applicants Name	Applicants Name			
Abraham Bejil	Tommy Reynolds			
Brennan Berry	Dara Richardson			
Sarah Dehlinger	Aaron Phillip Scholl			
Justin Dolan	Justin Willmon			
Joshua Garza	Steven Williams			
Charles (Parker) Hall	Lucy Sisniega			
Aaron Hunter	Emily Holeva			
J. Brian Martin	Joshua Sparks			
Brandon P. Ofield	Joy L. Paulson			



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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

PLEASE TYPE OR PRINT CLEARLY:

Name: Rance C Norton

Address: 408 Spring Meadow CT

Midland Texas 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 7 **years.**

Professional and/or Community Activities:

I've been in Midland for 7 years. I've served in various positions working my way to CEO of a hydraulic fracturing company before selling it. I currently serve as Business Development for Solnexus Chemical / Agri-Empresa. I ran unsuccessfully for City Council at-large.

What is your personal vision for the City?

I want to see Midland progress. If we aren't moving forward, we are stepping back. The average age of Midlanders is 34, and I want to represent them. We need to do things in Midland to retain talent and companies. I want to help in these endeavors.

Please specify any time constraints you may have.

None

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

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

(1) Name of Board/Commission:

Midland Development Corporation

Date: 11/26/2024

Phone: 254.396.2499 **(Home)**

(Business)

Email: rance.norton@rojoenergy.com

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

Occupation: Business Development

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

When I ran for City Council one of my main topics was growth and development. I have a strong passion for growing and developing Midland. I want to do whatever I can to move this City forward in a positive direction.

PACKET

43.13

December 17, 2024

What contribution would you most like to make?

I'd like to serve on the MDC board. I want to be a part of the decisions that are being made to progress this city. I want to be a voice for the younger Midlanders who have made a decision to call Midland HOME!

Additional pertinent information or references:

(2) Name of Board/Commission:

Any other board or commission I could help the city!

What contribution would you most like to make?

Additional pertinent information or references:

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

Signature of Applicant



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

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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

PLEASE TYPE OR PRINT CLEARLY:

Name: Garrett Donnelly

Address: 4905 Castleford

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

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 40 years.

Professional and/or Community Activities:

Commissioner and Secretary Texas Historical Commission (THC), Former Chair Advisory Board Texas Tech Health Science

Center - Permian, Board Member and Construction Chair Safe Place of Midland, Director Permian Basin Petroleum Association

Treasurer MHS Lady Bulldawg Basketball Boosters, Board Member Storm WTX FC

What is your personal vision for the City?

I would like to see our city continue its growth as a leader in the Energy Industry, while diversifying and giving as
many new opportunities to everyone as possible. As well, I would like to see Midland use its natural assets
to develop new opportunities and industries.

Please specify any time constraints you may have.

By statute the Texas Historical Commission must meet quarterly and if the meetings overlap I will have to attend the
Commission meeting. Most meetings are on the later 1/2 of the week and consist of 2 days.

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

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

(1) Name of Board/Commission:

Midland Development Corporation

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

Economic Development and economic diversification are important to a community such as Midland. This board is at the forefront of
such activities.

Date: 10/17/2024

Phone: 432-559-3684 (Home)

432-683-6293 (Business)

Email: gdonnelly@eastlandoil.com

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

Occupation: Vice President - The Eastland Oil Company

What contribution would you most like to make?

I would like to be able to lend my experiences working in multiple sectors of the Oil and Gas industry as well along with my experience meeting with communities across the state with the THC to Midland's continued growth and diversification. I would like to help the committee promote the development of a large manufacturing facility in Midland.

Additional pertinent information or references:

Stephen Robertson - Executive Vice President Permian Basin Petroleum Association

Joseph Bell - THC Executive Director

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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

Signature of Applicant

Garrett Donnelly Digitally signed by Garrett Donnelly
Date: 2024.10.21 10:56:37 -05'00'

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

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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

PLEASE TYPE OR PRINT CLEARLY:

Name: A. Scott Dufford

Address: 5025 Mira Vista Circle

Midland Texas 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland _____ years.

Professional and/or Community Activities:

Served on the Midland City Council from May 2001 until Jan 2025 . District 3 , At-large and District 1 - while serving on the city council

I served on the audit committee since 2003 until present and on the personnel appeals board from 2004 until present .

What is your personal vision for the City?

I am interested in seeing the city continue to work on "Quality of Place" initiatives that includes parks , city infrastructure as well as

bringing in new attractions that will draw people to Midland . Is Tournament quality facilities , New Convention Center, Centennial Park , two new downtown hotels , the Zoo , Costco — I want families to feel

like they dont always need to go out of town to find decent competition in whatever sport their kids are playing . Midland can become a destination spot for the Permian Basin

Please specify any time constraints you may have.

I have no time constraints

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

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

(1) Name of Board/Commission:

Midland Development Corp.

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

I have served on the city council since the inception of the MDC and helped shape its business model by expanding the definition of "Economic Development" with the help of our former city attorney .

The MDC early on mainly worked by trying to bribe businesses thru economic incentives to relocate their businesses to Midland . We changed that thinking and started to fund brick and mortar type projects like new roads , new infrastructure , leveraging MDC monies by partnering with TxDOT and the purchasing of abandon buildings and remodeling them to enhance our downtown to make room for new development to occur .

PACKET

43.17

December 17, 2024

Date: 11/26/2024

Phone: _____ (Home)

432-559-8471 (Business)

Email: scottdufford@vastenergypartners.com

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

Occupation: Geologist / Entrepreneur

What contribution would you most like to make?

Just bring my years of experience , expertise and instutional knowledge to the MDC along with my business acumen and problem solving ability .

Additional pertinent information or references:

none

(2) Name of Board/Commission:

MDC

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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

PLEASE TYPE OR PRINT CLEARLY:

Name: Shelden Kinnison

Address: 2508 Country Club Drive

Midland Texas 79701

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 10 years.

Professional and/or Community Activities:

Outside of working full time for ChemTech Services, Inc. for the past decade, my time is utilized by pastoring a small church in our community, First Family Fellowship. I also spend extensive time coaching T-ball (MJBA), soccer (MSA), Volleyball (Boys and Girls Club), and basketball (Upwards at FBCM). My wife and I also spent 5 years serving at SHARE for children with disabilities in Midland

What is your personal vision for the City?

My personal vision for the city is for our city to be one that serves, improves, and grows in healthy ways. We must be a community that looks like Christ in our services and progressions. I desire to be a supportive catalyst for improvements in our community.

"We are in Midland, with Midland, and for Midland."

Please specify any time constraints you may have.

Due to my pastoral obligations, the weekends are typically not a good time for me to meet. Evenings after 7pm would be complex as well due to my responsibilities as a husband and father.

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

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

(1) Name of Board/Commission:

Midland Development Corporation

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

"Development equates to improvement." Therefore, I desire to be a part of the team that assists in continually improving our city by focusing on development and all that entails.

Date: 6/7/2024

Phone: 469-732-6787 (Home)

(Business)

Email: skinnison@chemtechserv.com

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

Occupation: Regional Operations Manager

What contribution would you most like to make?

The contribution I would most like to make is use my collaboration and verbalization skills when it comes to developmental needs for our wonderful city. I have a mind for leadership, vision, and implementation. I am able to be a big picture partner if needed, and I am also skilled in little details if my focus is needed there.

Additional pertinent information or references:

As a 32-year-old who is married with 4 children, we are rooted in Midland, Texas. This is our home and I have the desire to be a part of the great teams that make our community wonderful, and I want to be a part of the great teams that cast vision and implementation in regards to continued improvements.

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

I would like to be a part of the team that assists our community members that cannot assist themselves. People matter and I want to show them that Midland sees them as members that matter to us as a community at large.

Additional pertinent information or references:

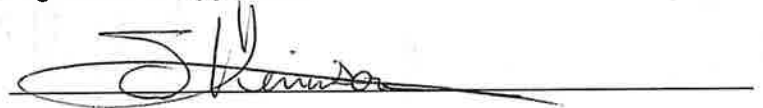
Scott Dufford: 432-559-8471

Jonathan Cotton: 432-741-5390

Darn Wood: 432-248-9648

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Sharla Hotchkiss

Address: 1701 Community Lane

Midland, Texas 79

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁵² years.

Professional and/or Community Activities:

business owner, lifelong volunteer, professional trainer and facilitator for NMO's, farm manager, appointee to local, regional and state boards and commissions

Date: 11/22/2024

Phone: 432-684-6140 (Home)

(Business)

Email: sehotch@gmail.com

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

Occupation:

What is your personal vision for the City?

a dynamic city with excellent leadership, strong financials, long-term and short-term planning, and involved citizens

Please specify any time constraints you may have.

should be no problem

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

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

(1) Name of Board/Commission:

Midland Development Corporation

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

Decisions made by the MDC make a concrete difference for the future of Midland.

What contributions would I most like to make:

I have experience in areas that are of interest for the future of Midland. For Example:

I served on the tri-Cities Water committee for 6 years, researching availability of water sources for this area.

I was appointed by the governor to serve on the Texas Workforce Investment Council for 14 years. This Council is statutorily responsible for promoting the development of a well-educated, highly skilled workforce for Texas and advocates an integrated workforce that provides quality, relevant service that addresses the needs of Texas businesses and its workers.

As an appointed member of the Permian Basin Regional Planning Commission Solid Waste Advisory Commission for 19 years, I helped design and implement the Solid Waste Plan for the COG and provided oversight of programs and grants.

I served 9 years on our Planning and Zoning Commission, Chairman 1 year. I've helped design 2 master plans, conducted public meetings to access the interests of our citizens and helped to write City ordinances.

As a founding member and past president of the Healthy Minds Board our formation and success enabled Midland/Odessa to attract funds that provide education for the public and support for Behavioral Health counseling.

I am a peacemaker. My skills as a facilitator and mediator can be helpful in stressful situations (hopefully this commission won't need these skills!)

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Signature of Applicant

Sharla E. Hockmire

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: J. Ross Lacy
Address: 5007 Apple Creek Rd.
Midland TX 79707
(City) (State) (Zip)

Date: 11/20/2024
Phone: 432-254-1126 (Home)
432-897-1664 (Business)
Email: j.rosslacy@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 35 years.

Professional and/or Community Activities:

Midland City Councilman District 4 2014-2019

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

Occupation: Director of Development

What is your personal vision for the City?

For the city to continue to grow and prosper. As our city grows we have to focus on our infrastructure, quality of life and quality of place.

Please specify any time constraints you may have.

None

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

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

(1) Name of Board/Commission:

Midland Development Corporation

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

As a former city council liason to the MDC, I am very familiar with the goals, mission, and overall structure. I wish to continue to give back to my community. The MDC is a critical component to the overall success of the city.

What contribution would you most like to make?

Use my years on the city council and as a business leader in the community to foster an environment that promotes expansion and prepares the city for the next 50 years.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Tommy Reynolds

Address: 4817 Rustic Trl

Midland TX 79707
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ²¹ years.

Professional and/or Community Activities:

Broker Associate at Moriah Brokerage Services. Board member and three time past president of Senior Life Midland.

Active member and member of the Board of Directors of Green Tree Country Club.

Board member for His Appointed Time Ministries (Guatemala). Graduate of Leadership Midland and Generations.

What is your personal vision for the City?

While oil and gas is what drives this economy, I want our city to be know for more than just oil & gas and a place to "make money".

Midland has an entrepreneurial and philanthropic heartbeat that many of our own residents do not fully understand or appreciate.

I sincerely want excellence in every aspect of development, growth, and education, resulting in a high quality of place and life.

Please specify any time constraints you may have.

I control my schedule and Monday afternoons are generally good for me.

Date: 4/3/2024

Phone: 432-413-6393 (Home)

432-413-6393 (Business)

Email: tommy@moriahgroup.net

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

Occupation: Real Estate Investor and Texas Real estate Agent.

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

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

(1) Name of Board/Commission:

Planning and Zoning

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

I have significant experience in real estate investment, development, construction, and most recently, brokerage. I would like to use that knowledge and experience to support our city and residents with sound decisions and votes that support our long term vision.

What contribution would you most like to make?

The decisions made in Planning and Zoning are most likely not fully felt for years. Keeping a long term view while managing day to day needs is critical to stay on course. Improving proactive communications to the citizens of Midland to highlight long term goals and vision would go a long way in building additional trust and understanding. I'd like to be a part of that.

Additional pertinent information or references:

I served as VP of Sales and Rental for Warren CAT until August 2022. In my over 25 years in constructon equipment and power systems, I was involved in land acquisition, facility design, and construction as our company experienced significant growth across Texas and Oklahoma.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Dara Richardson

Address: 4632 Princeton

Midland TX 79703

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 38 years.

Professional and/or Community Activities:

I am the secretary of the Midland County Young Republicans. I am also a precinct chair for the Midland County Republicans. I was born at Midland Memorial Hospital, as were my two children. When I obtained my water well drilling license I was one of five women in the state and the youngest to hold that license. I also teach Sunday School at Crestview Baptist Church.

What is your personal vision for the City?

My personal vision for this city is to grow it in harmony with those people and structures that have made it such an amazing place throughout the years. We can't turn our backs on the past and expect to have a bright future, I believe with hard work and perseverance we can obtain an amazing city that people will want to move to and live in for their lifetime.

Please specify any time constraints you may have.

I work from home with no set schedule so should have no time constraints.

Date: 4/1/2024

Phone: 432-559-1549 (Home)

(Business)

Email: dararichardson86@gmail.com

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

Occupation: Superintendent of Wells

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

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

(1) Name of Board/Commission:

Planning and Zoning Commission

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

I am interested in serving on this board because I know my love for this city will be an asset on growing Midland into a place of the

future.

PACKET

43.27

December 17, 2024

What contribution would you most like to make?

I would love to donate my time and energy into serving the people of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Dara Crass Richardson

Digitally signed by Dara Crass
Richardson
Date: 2024.04.01 14:55:58 -05'00'

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City Secretary's Office
PO Box 1152
Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Aaron Phillip Scholl

Address: 6618 Jamestown St

Midland Tx 79706

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 12 years.

Professional and/or Community Activities:

Stop Work Safety Champion at Nine Energy Services

Date: 8/9/2024

Phone: 432-312-9358 (Home)

(Business)

Email: aaronpscholl@gmail.com

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

Occupation: Wireline Engineer

What is your personal vision for the City?

I would really like to see the city become more family friendly. i.e. hosting more events, bringing in more family friendly venues, etc.

Midland is not just an oilfield town and there is so much more to this city than bars, restaurants and shopping

Please specify any time constraints you may have.

Work keeps me pretty busy during my 2 weeks on, however, I work 14 days and then I'm off for 7 and in those 7 days off I would really like to help make a difference in this city that my family and I call home.

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

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

(1) Name of Board/Commission:

Planning and Zoning Commission

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

I would like to have an input and get involved in what businesses and developments are looking to call the city "home".

What contribution would you most like to make?

I would like to help make decisions with my family and all the other families that call Midland home in mind.

Additional pertinent information or references:

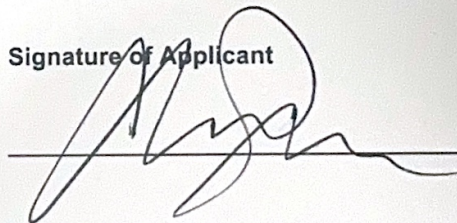
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Lucy D Sisniega

Address: 5408 Crowley Blvd
Midland, TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 11 years.

Professional and/or Community Activities:

I have been working in Commercial Real Estate for over 21 years. I had served the Community for over 20 years. Started in South Te

Please see attached file for complete list of boards I had served.

Date: 11/26/2024

Phone: 956-2274500 (Home)

(Business)

Email: lucy@sisniegarealestate.com

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

Occupation: Commercial Real Estate

What is your personal vision for the City?

Midland population continue to grow, there several needs for our Community. I would like to see new projects in Midland, to be able to

Also, responsible development, its important to understand the needs of our City.

Please specify any time constraints you may have.

P&Z meetings time works good with my schedule. As you can see, I have perfect attendance in the past year and good attendance th

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

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

(1) Name of Board/Commission:

Planning and Zoning Board

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

I have years of experience in Development, I had served in P&Z board for a couple of years, if possible, I would like to complete my tr

What contribution would you most like to make?

Ensure we run effective meetings, I can be guidance for the City and help to develop a new plan for the future years.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Chamber of Commerce

Texas Medical R Board

Midland Chamber Gov. Affairs Committee, United Way Blueprint Mentor

What contribution would you most like to make?

I am passionate about Development, this is a topic that I have learned years back, I understand it very well. I believe my years of exp will continue to help out Community and City.

Additional pertinent information or references:

Jose Cuevas

Ernest Angelo

John Burkholder

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Signature of Applicant

 Lucia Sisniega

11/26/24

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Joshua Sparks

Address: 1301 Telluride Dr

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 29 years.

Professional and/or Community Activities:

Midland Community Theatre Board of Governors, First Baptist Church choir,

Midland Rape Crisis & Children's Advocacy Center Board

Date: 7/25/2022

Phone: 432-352-1555 (Home)

(Business)

Email: jrsparks07@hotmail.com

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

Occupation: Engineer

What is your personal vision for the City?

I want a city that is seen as a great place to live, raise a family, and have great experiences with family and friends. I want it to be a
place that attracts good people and makes them want to join the community. I want the city to serve its ever-changing population
and keep up with the needs of those who call it home.

Please specify any time constraints you may have.

None

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

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

(1) Name of Board/Commission:

Planning & Zoning Commission

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

I have experience serving on this commission in the past and think that my expertise and leadership is needed to help steer the city
development. I am interested in how the city grows and why it grows the way it does.

PACKET

43.33

December 17, 2024

What contribution would you most like to make?

I would like to be able to assist the city council in ushering responsible growth for our city using a unique perspective and an open mind. I want to contribute by leading in a way that others respect even if they don't agree.

Additional pertinent information or references:

I was an active member of this commission before and would be happy to be able to serve again. References include:

Mayor Patrick Payton, Councilwoman Lori Blong, Planning Division Manager Elizabeth Shaughnessy, Director of Development Services Chuck Harrington

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Joshua R Sparks

Digitally signed by Joshua R Sparks
Date: 2022.07.25 16:07:50 -05'00'

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Brennan P. Berry

400 W. ILLINOIS AVE., SUITE 1630, MIDLAND, TX

C: +1 646 460 4778

BBERRY@ERPFUNDS.COM

SKILLS / VALUE ADD

- Strong understanding of the real estate, travel and hotel industry with exposure to the Middle East, UK and US markets
- Results-driven and consistent high-performer; recognized for achievements related to strong sales performance
- Consistently demonstrate leadership, strong work-ethic and conscientious approach to work

PROFESSIONAL EXPERIENCE

ENERGY RELATED PROPERTIES

Midland, Texas

Chief Operating Officer, Partner

June 2015 - Present

- Oversee property management and leasing efforts of a 2.5 million square foot portfolio of office and industrial properties throughout the Permian Basin
- Manage a team of 25 professionals including property managers, engineers and accounting staff
- Maintain key investor relationships including the distribution of financial reporting, leasing updates and market analyses
- Serve as primary point of contact for capital improvement projects and coordinate with contractors and key stakeholders
- Responsible for designing and executing marketing campaigns, including social and traditional media
- Identify acquisition targets and negotiate purchase terms for single and multi-tenant industrial properties

FOUR SEASONS HOTELS AND RESORTS

London, United Kingdom

Account Director, London Worldwide Sales Office

January 2014 – May 2015

Account Manager, London Worldwide Sales Office

November 2011 – January 2014

- Managed Greater London-based 3rd party meeting planner accounts and corporate end-user clients
- Grew account base revenue over 90% from 2011 to 2013 (2011 goal of £1.57 mil. and 2013 actual revenue of over £3 mil.)
- Achieved President's Club level results in 2013 (exceeded 135% of annual goal)
- Awarded Sales Manager of the Quarter in Q3 2013 out of entire WSO network (roughly 40 eligible candidates)
- Planned and executed familiarization trips with clients to a variety of hotels in the Four Seasons portfolio
- Organized international sales developments and London networking events on behalf of hotels and resorts, managing budgets, client invitations and program logistics
- Managed European Business Development Initiative in 2013, one of twelve colleagues selected globally out of the entire sales and marketing organization

FOUR SEASONS HOTELS AND RESORTS

Dubai, United Arab Emirates

Regional Sales Manager, Middle East Worldwide Sales Office

February 2010 – November 2011

Sales Coordinator, Middle East Worldwide Sales Office

June 2007 – January 2010

- Managed travel agent and wholesale accounts in the United Arab Emirates and Kuwait
- Identified and prospected potential corporate, group, government and retail travel agent accounts
- Achieved President's Club recognition in 2011 and Sales Manager of the Quarter in Q4 2010
- Organized quarterly sales developments, typically representing 25 hotels throughout the major cities of the GCC
- Oversaw and implemented prospecting campaigns designed to target specific sectors in various markets in the Middle East
- Assisted with the development of an annual marketing plan as well as an annual budget for the regional sales office
- Collaborated with airlines to organize familiarization trips for Middle East-based clients to various Four Seasons Hotels
- Developed a quarterly electronic newsletter and a bi-annual update targeting clients in the meeting planning sector
- Participated in sales trainings in the Middle East that focused on prospecting, communication and account management

THE BROOKINGS INSTITUTION

Washington, D.C.

Intern, Middle East Policy

Spring 2007

- Worked at the Saban Center for Middle East Policy for the Project on U.S. Relations with the Islamic World, specifically researching programs designed to improve relations between the two regions in the wake of 9/11 and interviewing their principals to assess their best practices. Our findings were compiled into the policy paper titled: *The Opportunity of the Obama Era: Can Civil Society Help Bridge Divides between the United States and a Diverse Muslim World?*
- Assisted in organizing the U.S.-Islamic World Forum, a joint-venture between Brookings and the Qatar Ministry of Foreign Affairs

U.S. – SAUDI ARABIAN BUSINESS COUNCIL

Washington, D.C.

Intern, Research Department

Fall 2006

- Researched, compiled and wrote articles for the council's quarterly newsletter and press releases for the council's website
- Updated sector reports weekly, particularly in petrochemicals, tourism and transportation, and power generation
- Updated and edited annual Saudi Arabian business guide in addition to creating new sections for emerging industries

FERRIS, BAKER WATTS, INC.

Washington, D.C.

Intern, Washington Sales Office

Winter 2004 - Spring 2005

- Coordinated in-house operational tasks such as account setups, transfers, and regulatory compliance
- Provided consultation on equity and fixed-income selection
- Developed comprehensive asset allocation plans and portfolio recommendations
- Encoded client account activity electronically to generate performance reports and statements

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EDUCATION

THE GEORGE WASHINGTON UNIVERSITY

Washington, D.C.

Bachelor of Arts in International Affairs, Concentration in Middle East & Asia, Minor in History

May 2007

GPA: Major 3.5

Awards: Dean's List 2006 – 2007

Abroad: Semester in Beirut, Lebanon at the American University of Beirut

Spring 2006

Semester in Tokyo, Japan at Kanda University of International Studies

Fall 2005

AIESEC exchange to Egypt on Department of State-sponsored Salaam Program

Summer 2005

Lived in Jeddah, Saudi Arabia on a US Department of State-sponsored homestay program

Summer 2002

Languages: Arabic – Proficient in Lebanese colloquial dialect

French – Intermediate level

Japanese – Intermediate level

ADDITIONAL

- Licensed real estate broker in Texas and Florida
- Member of the Board of Governors at the Midland Community Theater
- Board Member of the Downtown Midland Management District
- Graduate of the Leadership Midland Class of 2018 (Midland Chamber of Commerce program)



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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

PLEASE TYPE OR PRINT CLEARLY:

Name: Brennan Berry

Address: 1503 Harvard Ave.

Midland TX 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 7 years.

Professional and/or Community Activities:

Currently working as the Chief Operating Officer for ERP Funds, a Midland-based real estate investment fund that focuses on commercial real estate investments in the Permian Basin (operating over 2.5 million SF as of 2022). I graduated from Leadership Midland in 2018 and currently serve on the Board of Governors for the Midland Community Theater in addition to the DMMD board.

What is your personal vision for the City?

Quality of life in Midland has always been something of interest to me and an area that I would like to pursue with local government. Midland has come a long way in the 7 years that I've lived here however I think we are just at the beginning of really changing the city for the better and through further leadership, I'm confident we can achieve great results.

Please specify any time constraints you may have.

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

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

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

(1) Name of Board/Commission:

Airport Planning and Development Board

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

I have had a lifelong interest in aviation and previously worked in the travel industry at Four Seasons Hotels and Resorts. Since moving to Midland in 2015, I have pursued my private pilot's license and will soon be working on my instrument rating.

Date: 9/2/2022

Phone: (646) 460-4778 (Home)

(432) 242-8850 (Business)

Email: bberry@erpfunds.com

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

Occupation: Real Estate Investment

What contribution would you most like to make?

As a frequent user of both Midland International Airport and Midland Airport, I'd like to see these assets optimized and provide guidance wherever possible.

Additional pertinent information or references:

Scooter Brown (fellow partner at ERP Funds)

(2) Name of Board/Commission:

Planning and Zoning Commission

What contribution would you most like to make?

Help with thoughtful development in Midland that provides the best outcome for the community at large.

Additional pertinent information or references:

As someone who works in commercial real estate, I believe I can share insights that would hopefully be unique and relevant, and to use my expertise in the field when providing recommendations to City Council.

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

Signature of Applicant



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

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Stephen Williams

Address: 2513 Fannin Ave.

Midland Texas 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 46 years.

Professional and/or Community Activities:

I have been involved with our foster community for several years assisting in compliance as well as training to ensure steady operations such as Buckner, Fair Havens, & The Attic.

Date: 11-29-2024

Phone: 432.664.4856 (Home)

432. 687.3816 (Business)

Email: stephenmidlandsafety@yahoo.com

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

Occupation: Self Employed & General Manager

What is your personal vision for the City?

Growth is inevitable in any community to enhance the quality of life and enrich the families that make up the community. My goal would be to take a proactive approach with multifaceted visions, priorities, as well as a comprehensive plan to safely allow the much needed growth of Midland.

Please specify any time constraints you may have.

At this time, I do not foresee any time constraints as I create my own schedule and daily agendas.

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

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

(1) Name of Board/Commission:

Planning and Zoning Commission (Decision Making)

ATTN: Landon Ochoa

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

Growing Midland is vital to diversification and drawing in the community we need such as educators, medical professionals, and employees for everyday operations. I would like to actively contribute to the future development and character of Midland by having a

direct input of land use as well as encouraging responsible growth while considering the priorities and needs of the Midland residents.

What contribution would you most like to make?

Being able to provide a multifaceted viewpoint and expertise having worked in many different areas such as safety, construction, and infrastructure expansion. I will be able to contribute by identifying current issues as well as address future problems with cost effective and safe solutions for the residents of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

N/A

What contribution would you most like to make?

N/A

Additional pertinent information or references:

N/A

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Abraham Bejil

Address: 5202 Hilltop Dr.

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

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

Professional and/or Community Activities:

I am currently employed at Midland Health and have served as the VP of Facility Services for the last 4 years. I also serve on the Planning and Zoning Commission and have enjoyed being apart of the vision of our community. I enjoy serving our youth through the Stonegate 4-5 boys ministry and also our special needs population as a board member at Bynum School.

What is your personal vision for the City?

My vision is for a vibrant community where all residents feel a sense of belonging. I see a city with a thriving downtown that serves as a hub for culture, commerce, and connection. I envision a city with plenty of green space where families can enjoy the outdoors. By fostering growth while prioritizing sustainability, we can build a Midland that future generations will be proud to call home.

Please specify any time constraints you may have.

None at this time.

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

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

(1) Name of Board/Commission:

Planning and Zoning

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

Serving our community is both necessary and fulfilling. I have enjoyed serving on P&Z and wish to continue my efforts and commitment to Midland while also providing my personal experiences of the process of construction and design within Midland.

Date: 11/18/2024

Phone: 432-288-7667 (Home)

432-221-1644 (Business)

Email: abraham.bejil@midlandhealth.org

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

Occupation: VP Facility Services

What contribution would you most like to make?

My time and commitment to both the city and community to be the voice of reason.

Additional pertinent information or references:

Jeff Beard Exec, VP CrownRock Minerals LP jbeard@crownquest.com

Stephen Bowerman CEO Midland Health 432-221-4877

Jay Bradford, AIA JSA Architects: 432-559-1891

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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

Signature of Applicant

Abraham Bejil

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PLEASE TYPE OR PRINT CLEARLY:

Name: Sarah Dehlinger

Address: 3118 Chelsea Pl.

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 24 years.

Professional and/or Community Activities:

Board Member of the RJH Foundation

Date: 3/26/2024

Phone: 432-559-5281 (Home)

(Business)

Email: sdehlinger26@gmail.com

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

Occupation: Assistant Office Manager

What is your personal vision for the City?

My vision for Midland is expansion. Midland needs to grow with new businesses and recreational activities for people of all ages.

Midland is rapidly growing, which allows for new businesses to come. I think it is essential for the Planning and Zoning

Commission to be a part of that process.

Please specify any time constraints you may have.

My schedule allows for flexibility.

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

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

(1) Name of Board/Commission:

Planning and Zoning Commission

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

I am looking to get more involved in Midland, and I think serving on the planning and zoning commission is a great way to achieve that goal and to have a say in the future. I was born and raised here, so I can appreciate Midland and understand

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that there is a need for improvement, and I would love to be a part of the decision process to expand.

What contribution would you most like to make?

I want to make Midland the place people want to move to instead of the place people have to move to for work. Since I am younger, I can provide a fresh outlook and understand what people want to see to make Midland more appealing.

I am well-organized, and I can focus on small details while still looking at the big picture.

Additional pertinent information or references:

Richard Coats 432-528-2835

Terry Lynn Lane 432-967-3703

Susan Palmer 432-978-7816

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Justin Willmon

Address: 4700 Rosewood Drive

Midland, Tx 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 32 years.

Professional and/or Community Activities:

Member of the Permian Basin Board of Realtors, Stonegate Fellowship member, Midland Chamber of Commerce member,

Midland YPN

Date: 04/03/2024

Phone: (432) 557.8511 (Home)

(432) 999.2149 (Business)

Email: Justin@welcomhomepg.com

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

Occupation: Real Estate Broker

What is your personal vision for the City?

My vision for the city is of one that continues to keep growing and pushing our community members to be more involved

and transition to a place of economic activity, that is known for more than just oil and gas. I would work to continue

building off of the projects that have already started, as well as try to ensure Midland continues to clean up and better
our community.

Please specify any time constraints you may have.

I am a real estate broker so my time is pretty flexible. I also have a full team of real estate agents that work for me,

which allows for quite a bit of flexibility when needed.

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

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

(1) Name of Board/Commission:

Planning & Zoning - Alternate

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

I want to become more involved in the community and understand the decisions that are being made that affect who does business

in our community and how that business is done. I have seen this city grow from a small community into what it is now

Being born and raised here, I have seen tons of growth and I feel like it is finally on a good path that I would like to see continue.

What contribution would you most like to make?

I would just love to be involved with the planning of the future of Midland. With my knowledge of the real estate industry over the past 8 years in Midland, both residential and commercial, I feel like i could add my knowledge and expertise to a board that is already functioning at a high level.

Additional pertinent information or references:

Bachelors of Business Management - Angelo State University 2013

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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

Signature of Applicant

Justin Willmon

dotloop verified
04/03/24 5:20 PM CDT
MOEM-NQRY-CLTN-Q9FN

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Justin Dolan

Address: 810 Harvard Ave.

Midland TX 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁹ years.

Professional and/or Community Activities:

Community Children's Clinic Board Member; PBLA; Midland County Bar Association

Date: 7/26/2024

Phone: 214-682-6542 (Home)

432-688-1374 (Business)

Email: jdolan@lcalawfirm.com

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

Occupation: Attorney

What is your personal vision for the City?

I want it to grow and be a great place to raise my family. The infrastructure needs upgrading and we need to do better in order to attract employees and companies to stay in Midland.

Please specify any time constraints you may have.

I am flexible but also have two young children so during the work week is best time for me to meet.

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

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

(1) Name of Board/Commission:

Planning & Zoning

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

The P&Z commission appeals to me as having a direct impact on what is built or allowed to be built in the city.

What contribution would you most like to make?

I would like to be involved on the decision making process in Midland and to better the community as a whole. I believe becoming actively involved with a board or commission is the best place to do just that.

Additional pertinent information or references:

(2) Name of Board/Commission:

Oil and Gas Advisory Commission

What contribution would you most like to make?

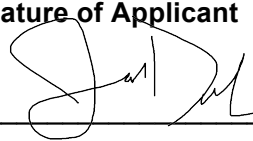
The Oil and Gas Advisory commission interests me because my main job focus is in the oil and gas field.

I feel like my work as an oil and gas attorney makes me qualified to help guide the direction of the city's oil and gas operations.

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Joshua Garza

Address: 221 Peregrine Hill Circle

Midland TX 79707
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 6 years.

Professional and/or Community Activities:

I own a commercial construction company here in Midland.

I am a leader for a mens group with my church, I am a member of the Chamber of Commerce of Midland, I am a member of the Rotary Club of Midland and volunteer with them often.

What is your personal vision for the City?

I envision a Midland that is resilient, innovative and thriving despite economic ups and downs. I envision a Midland that offers opportunities to its citizens that make it a desirable place to live and stay for generations. A city whose residents are able to be prosperous through their employers or their small businesses.

Please specify any time constraints you may have.

I attend rotary meeting every Tuesday afternoon 11-1:30.

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

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

(1) Name of Board/Commission:

Planning & Zoning Commission

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

Throughout my career I have had to present or work with P&Z on various issues with clients and their projects. I am very interested in assisting others with these issues that arise and also helping the city with the same situations.

Date: 8/7/2024

Phone: 432 803 8403 (Home)

432 288 9101 (Business)

Email: jgarza@luxury-enterprises.com

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

Occupation: Construction Superintendent

What contribution would you most like to make?

I can offer a great perspective from a contractors point of view that may aid in making insightful decisions on certain issues with P&Z

I have learned and studied the different reasons for certain zones in cities all over the Permian Basin and can provide fair and unbiased input.

Additional pertinent information or references:

Chet Gray - 432 978 0829

Kyle Newton - 432 935 0707

John Burkholder - 432 556 6784

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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

Signature of Applicant

Joshua Garza

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

City of Midland

City Secretary's Office

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PLEASE TYPE OR PRINT CLEARLY:

Name: Emily Holeva

Address: 4 Stutz Court

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

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

Professional and/or Community Activities:

Texas Tech University Health Sciences Center C&M Manager, Leadership Midland Class of 2021,

Executive Women of Midland Member, League of Women Voters of Midland Board Member,

Go Red for Women Executive Leadership Committee, The Episcopal Church of the Holy Trinity Member

What is your personal vision for the City?

Midland is my hometown, which makes my vision simple, I want to see Midland succeed. The process and implementation of making that happen is where things can get challenging. But it shouldn't. Midland has resources above the ground with just as much impact as its resources below the ground. P&Z is the perfect opportunity for me to help achieve this vision shared by all Midlanders.

Please specify any time constraints you may have.

Though I still do not have confirmation, usually I have Leadership Midland every second Thursday of the month, but we have yet to receive our schedule for this year due to COVID-19. I am now in my second year of the program.

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

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

(1) Name of Board/Commission:

Planning & Zoning Commission

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

What better way to learn more about my hometown than to have an in-depth look into the blueprints of the city, past, present and future? Right now, Midland is at a critical moment for any and all future development. I would welcome the opportunity to be part of

Date: 8/23/2020

Phone: 432-553-6626 **(Home)**

(Business)

Email: emholeva@yahoo.com

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

Occupation: Communications & Marketing Manager @ TTUHSC

the multitude of processes such as land use, housing studies due to population increases (or decreases), and future city growth.

What contribution would you most like to make?

I would welcome the opportunity to contribute to the future of Midland businesses, homeowners, and the city's growth. I am a new mind with fresh outlooks and ideas, but I am full heartedly ready to serve my community as a team. We all want Midland to succeed and being a member of the P&Z Commission is exactly it starts.

Additional pertinent information or references:

Mr. Wesley Bownds, President of Frost Bank, 432-617-1200

Mrs. Karmen Bryant, The Bryant Family Foundation & Current Member of the P&Z Commission, 432-528-7384

Former Councilwoman Sharla Hotchkiss 432-661-8801

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Emily Holeva

Digitally signed by Emily Holeva
Date: 2020.08.23 17:32:33 -05'00'

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

City of Midland

City Secretary's Office

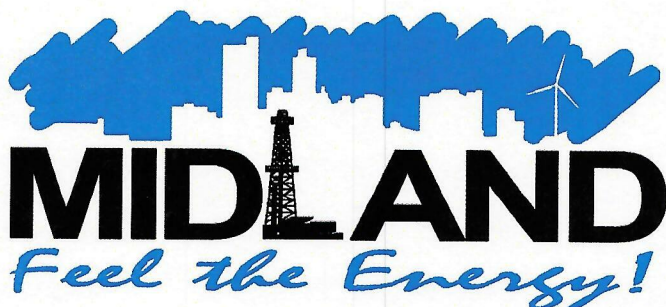
PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

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PLEASE TYPE OR PRINT CLEARLY:

Name: Charles (Parker) Hall

Address: 1408 W. Pine Ave.

Midland Texas 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 9 **years.**

Professional and/or Community Activities:

Oil & Gas Exploration

Oil & Gas Services

Date: 4/12/2024

Phone: (432) 803-9113 (Home)

N/A (Business)

Email: phall@tarponresource.com

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

Occupation: Partner at Tarpon Resources, LP

What is your personal vision for the City?

In envisioning the future of Midland, I see a vibrant city pulsating with opportunity, innovation, and community spirit. I imagine a landscape where sustainable development harmonizes with our community's spirit, creating a thriving economy and enriching the lives of its diverse residents.

Please specify any time constraints you may have.

None.

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

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

(1) Name of Board/Commission:

City of Midland- Zoning and Planning Commission

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

Moving to Midland 9 years ago, I've had the opportunity to see our city grow exponentially. I owe my success and who I've become to Midland and its residents. Our City has done a fantastic job of the revitalization of downtown and I hope to give back to this

community by being a leading part of its future growth and success.

What contribution would you most like to make?

I aspire to bring a thoughtful and inclusive approach to urban development. My goal is to advocate for balanced growth that preserves our city's unique character while addressing the needs of its residents. By fostering transparent communication and community engagement, I seek to help the City promote its economic resilience and equitable future for all.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Brandon P Ofield

Address: 5 Reo Ct

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

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 38 years.

Professional and/or Community Activities:

Previously served two terms on the Hotel/Motel Tax/Citizens Advisory Committee for the city of Midland, 2 years as Chairman.

Date: 11/12/2024

Phone: 432-413-9196 (Home)

432-458-3675 (Business)

Email: ofieldb@gmail.com

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

Occupation: Accounting

What is your personal vision for the City?

I envision a Midland with various quality of life options for every citizen. Midland is my home town and I want everyone to see the potential it has. Most of my good friends are not native Midlanders or Texans, but they have great things to say about our city and its people. Midland must adapt in order to attract new businesses and residents, but must also do so in a fiscally responsible manner.

Please specify any time constraints you may have.

None

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

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

(1) Name of Board/Commission:

Planning and Zoning Commission

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

This commission is definitely a place where guiding Midland is at the forefront. Working with Council to pave the way for new developments and businesses into the city is essential.

What contribution would you most like to make?

I feel like the P&Z board is an upward step to take within city government and citizen involvement. I would most like to bring common sense fiscally responsible decision making to the commission. I enjoy working with Council and city officials to make Midland better.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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

Signature of Applicant



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

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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

PLEASE TYPE OR PRINT CLEARLY:

Name: Aaron Hunter

Address: 5701 Cranston PL

Midland TX 79707
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 19 years.

Professional and/or Community Activities:

I have lived and worked in Midland for 19 years in various positions from Chevronm Concho, and now ConocoPhillips. My wife works at the Midland Eye Center for Dr. Ingram and Dr. Brownlee and my children attended Midland Classical Academy and are now in College elsewhere. I have also sat on the Salvation Army board as well as Wilderness Trek board.

What is your personal vision for the City?

I want this city to grow and be an energy resource for the US

Date: 4/3/2024

Phone: N/A (Home)
432-813-8364 (Business)

Email: aaronhunter1958@gmail.com

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

Occupation: Petroleum Engineer

Please specify any time constraints you may have.

N/A

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

(1) Name of Board/Commission:

Planning and Zoning Comission

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

My kids are gone now and I am interested in this direction, and I want to suport the City ot Midland

What contribution would you most like to make?

Planned, ballanced, and active developemnt for the City. ALso making this a better place to live for current and future citizens.

Additional pertinent information or references:

I plan to be in Midland long term and Scott Kidwell or Tim LEach could be references.

(2) Name of Board/Commission:

Planning and Zoning Comission

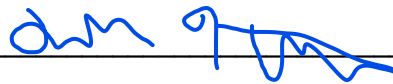
What contribution would you most like to make?

My thoughts and time to meke Midland better,

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: J. Brian Martin

Address: 3906 Edgebrook Court

Midland, Texas 79

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 48 years.

Professional and/or Community Activities:

See Attached Resume (Professional Activities)

Date: 3/25/2024

Phone: 432-697-4220 (Home)

432-770-0366 (Business)

Email: martinbe362@gmail.com

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

Occupation: Attorney-Real Estate Law

What is your personal vision for the City?

Continued growth and expansion, but Continued growth and expansion with a view that growth is organized, logical and beneficial to the needs of the community.

Please specify any time constraints you may have.

I have a family vacation planned to visit Alaska July 9-16, 2024.

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

(1) Name of Board/Commission:

Planning and Zoning Commission.

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

My entire law practice (including service as 1st Ass't City Attorney) has been in the Commercial and Residential real estate area.

I am Board Certified by the Texas Board of Legal Specialization in COmmercial and Residential Real Estate Law.

What contribution would you most like to make?

I have practiced real estate matters and law for 40 plus years of my 52 years of practice, so I have experience.

Additional pertinent information or references:

I have worked with the City Attorney and the City Manager of Midland on numerous occasions regarding properties the City decides to purchase or acquire. I have provided Title opinions and Title insurance services for several city projects that included land acquisition for Loop 250.

(2) Name of Board/Commission:

Planning and Zoning Commission.

What contribution would you most like to make?

I have a persistent work ethic and patient approach to difficult title and survey issues and projects. I am familiar with most of the surveyors and Title Agencies in Midland and the State of Texas. Also, I know and have worked with all of the Surveyors in Midland.

Additional pertinent information or references:

See attached resume to view education, certifications and prior employment and other pertinent information about my practice and experience.

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Signature of Applicant



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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

[Submit Via Email](#)

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BIOGRAPHICAL INFORMATION

J. BRIAN MARTIN

Attorney At Law
600 North Loraine
Midland, Texas 79701
December 3, 2022

EDUCATION

St. Mary's University Law School, San Antonio, Texas, 1972, J.D.

St. John's University, Collegeville, Minnesota, 1969, Government/Political Science-B.A.

CERTIFICATION

Licensed State Bar of Texas-1972; Board certified Texas Board of Legal Specialization, Commercial Real Estate Law and Residential Real Estate Law since 1990. "AV Preeminent" rating Martindale-Hubble Peer Review.

COURT CERTIFICATION

United States Supreme Court-1976; United States Court of Appeals, 5th Circuit-1977; United States District Court, Southern District-1976; United States District Court, Western District-1976; United States Court of Military Appeals-1973; All Courts of the State of Texas-1972

PROFESSIONAL ACTIVITIES

State Bar of Texas (Real Estate, Probate and Trust Law Section);
Texas Bar Foundation, Life Fellow (2001 to date);
The College of The State Bar of Texas, (2003 to date);
Midland County Bar Association (since 1976);
Advisory Board Midland College Business Studies (1980);
Instructor-Real Estate Law and Contracts-Midland College (1980 to 1994);
Advisory Board Permian Basin Area Foundation Midland Housing Trust Fund (1992 to date);
Director, Habitat For Humanity of Midland (2000-2006);
Director (VP) MARC, Inc. (2003-to 2010)
President of Board of Directors MARC, Inc. 2012 to 2013;
Board Member, Board Secretary) St. Ann's School Endowment Fund, Inc. 1981 to present and the St. Ann's Finance Council (President).

EMPLOYMENT HISTORY

Captain, Judge Advocate General's Corps, U.S. Army, 1972-1976;
1st Assistant City Attorney, City of Midland, Texas 1976-1981;
Partner-Freeman, Hyde & Martin 1981-1990;
Partner-Morgan, Ward, Leeton & Martin- 1990-1992;
General Counsel-Sr. VP Lone Star Abstract & Title Co. 1992 to 2016.
General Counsel, West Texas Abstract & Title Co. 2016 to October 1, 2022
Retired from private practice.

PRACTICE

Mr. Martin is a sole practitioner (Law Offices of J. Brian Martin and Associates, PC. His primary practice prior to retirement involves real estate finance, residential, retail, farm and ranch and commercial real property development and title examination; litigation involving real estate issues; ad valorem property tax litigation; probate and estate practice; business entity creation and servicing. When requested, the firm has assisted the City of Midland with purchase and sale of real property in the City and facilitated title information and Title insurance coverage for property acquired by the City. Mr. Martin assisted the city with purchase or acquisition of the Loop 250 project at its inception including condemnation matters.

PERSONAL INTEREST

Mr. Martin has been a parishioner (since 1976) of St. Ann's Catholic Church of Midland, Texas where he serves on the St. Ann's School Educational Endowment fund and the Parish Finance Council; He is a member of the Midland Shooters Association of Midland, Texas and has been an avid hunter and sport fisherman since age 12. Mr. Martin has been married 52 years (Evelyn) with two Children (Brian Patrick and Shannon) and three grandchildren (Emory, Jack and Claire). Brian Patrick is a graduate of Texas Tech University (BA Business Management); Shannon is a graduate of Texas A&M University (B.S. Industrial Engineering) and University of Houston Law School (J.D.)



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PLEASE TYPE OR PRINT CLEARLY:

Name: Joy L. Paulson

Address: 1001 N Garfield

Midland TX 79701

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ³⁷ years.

Professional and/or Community Activities:

Worked at Midland Memorial in Information Technology from 1998-2023 - Presently Executive Director of Keep Midland Beautiful

Served on the United Way Allocation Panel for 7 years.

Date: 3/28/2024

Phone: 432-638-4473 (Home)

432-688-7745 (Business)

Email: jpaulson@keepmidlandbeautiful.org

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

Occupation: Executive Director Keep Midland Beautiful

What is your personal vision for the City?

As a long time volunteer, board member and now Executive Director of Keep Midland Beautiful - I see the transformations the community has grown into and continues to grow. My personal vision would to see our community also grow into more mindfulness of litter prevention, water conservation and expanding on our minimal recycling programs and options. I would like to bring that educa

Please specify any time constraints you may have.

Once a month - every second Tuesday of the month I have Executive Committee and Board of Directors meetings

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(1) Name of Board/Commission:

Planning and Zoning Commission

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

It will give me an opportunity to contribute to the future vision and direction of our community and to serve as a partnered leader for the betterment of our community. It's opportunity to also see diverse points of views and step out of the comfort zone

What contribution would you most like to make?

An opportunity to make our community better with right things in the right places that will have a positive impact on our city. I would be honored and humbled to be apart of that impact

Additional pertinent information or references:

I am signed up to attend the next Midland 101

(2) Name of Board/Commission:

Parks and Recreation

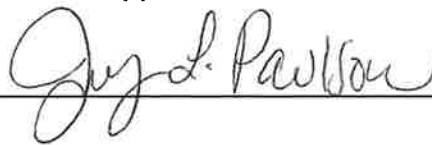
What contribution would you most like to make?

To be an advocate to all that enjoy our parks recreation facilities by helping to maintain the safety, improvement and a voice to future developments.

Additional pertinent information or references:

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Signature of Applicant



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