CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
January 13, 2026 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation — Senior Pastor Dan Newburg, Fannin Terrace Baptist Church

2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

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

   3.a Presentation of Trophies for Christmas Parade Winners

   3.b Presentation of Proclamation for "National School Choice Week"

   3.c Presentation of Proclamation for "Crime Stoppers Month"

   3.d Presentation of Proclamation for "WTX Buffs 12U Football Team"

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF DECEMBER 16, 2025

5. 2026-001 - RESOLUTION APPROVING THE PURCHASE OF A CART REFUSE TRUCK FROM BOND EQUIPMENT COMPANY, INC. THROUGH BUYBOARD AT A TOTAL COST OF $439,367.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2026-002 - RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBSS & TODD, INC. IN AN AMOUNT NOT TO EXCEED $250,000.00 FOR WATER SYSTEM SUPERVISORY CONTROL AND DATA ACQUISITION SUPPORT SERVICES; AND AUTHORIZING PAYMENT FOR SAID CONTRACT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2026-003 - RESOLUTION AWARDING A CONTRACT TO MARK'S WATER WELL SERVICE, INC. FOR THE PAUL DAVIS AND T-BAR WELL FIELD MAINTENANCE PROJECT FOR THE UTILITIES DEPARTMENT AT AN ANNUAL COST NOT TO EXCEED $1,000,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 001-2026 - MOTION AUTHORIZING THE EXECUTION OF A SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE WITH ONCOR ELECTRIC DELIVERY COMPANY LLC ("ONCOR") DATED JUNE 13, 2007; SAID SUPPLEMENT TO PROVIDE FOR STREET LIGHTING SERVICE ALONG WEST WADLEY AVENUE, FROM A POINT APPROXIMATELY 250 FEET EAST OF STATE HIGHWAY 158 TO A POINT APPROXIMATELY 6,323 FEET EAST OF STATE HIGHWAY 158; AND AUTHORIZING PAYMENT TO ONCOR IN THE AMOUNT OF $255,573.54 FROM FUNDS AVAILABLE IN A PROJECT ACCOUNT FOR SAID PURPOSE **(DISTRICT: 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 002-2026 - MOTION APPROPRIATING THE SUM OF $1,000,000.00 FROM THE 2017 ROAD BOND FUND FOR THE COMPASS 06 PROGRAM **(DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2026-004 - RESOLUTION ADOPTING THE MIDLAND COUNTY 2025 HAZARD MITIGATION ACTION PLAN **(DISTRICT: ALL) (STRATEGIC PARTNERSHIPS OFFICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

11. 2026-005 - RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER LAND SERVICES CONTRACT WITH J DUB ENTERPRISES, LLC FOR PROFESSIONAL SERVICES RELATED TO THE MANAGEMENT OF OIL, GAS, AND MINERAL RIGHTS OWNED BY THE CITY OF MIDLAND, TEXAS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

SECOND READINGS

12. 10699 - AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER 16, "REGULATED PARKING", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, SO AS TO ESTABLISH REVISED REGULATIONS GOVERNING METERED PARKING SPACES AND TIME-LIMITED PARKING SPACES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

13. 10700 - AN ORDINANCE AMENDING TITLE IX, "PUBLIC WAYS AND PROPERTY", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 8, "RIGHT-OF-WAY PATIO PROGRAM", SO AS TO ESTABLISH REGULATIONS GOVERNING BUSINESSES' USES OF PUBLIC RIGHTS-OF-WAY; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

14. 10701 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 13, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH CLAY STREET), BY PERMITTING (1) A REDUCED MINIMUM FRONT YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE

SOUTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 10702 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 4, MOODY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CARVER STREET, APPROXIMATELY 265 FEET NORTH OF CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

16. 10703 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

17. 10704 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 68, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST ILLINOIS AVE, APPROXIMATELY 130 FEET WEST OF NORTH I STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

18. 10705 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.173-ACRE TRACT OF LAND OUT OF BLOCK 27, MORNINGSIDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND WEST SCHARBAUER DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

19. 10706 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY

OF MIDLAND TO REZONE A 24.091-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST INTERSTATE 20 AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

20. 10707 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 44 THROUGH 51, BLOCK 11A, FAIRWAY PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 665 FEET SOUTH OF PALMER DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A NIGHTCLUB FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

21. 10709 - AN ORDINANCE AMENDING TITLE VI, “POLICE REGULATIONS” OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 11, “SEX OFFENDER REGULATIONS”, SO AS TO PROHIBIT A SEX OFFENDER (1) FROM RESIDING WITHIN 1,500 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER AND (2) FROM ENTERING PREMISES WHERE CHILDREN COMMONLY GATHER; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

22. 10710 - AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

23. 10711 - AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2024-2025 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

PUBLIC HEARINGS

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

24. 003-2026 - REVIEW ORDINANCE NO. 10619, WHICH GRANTED A SPECIFIC USE

DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION. THE CITY COUNCIL MAY TAKE ACTION TO DIRECT CITY STAFF TO BEGIN THE PROCESS TO AMEND THE CONDITIONS AND RESTRICTIONS OF THE SPECIFIC USE DESIGNATION WITH TERM OR TO REPEAL ORDINANCE NO. 10619 **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

25. 10712 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOVIE THEATER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

26. 10713 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 4A, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 34, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH LOOP 250 WEST, APPROXIMATELY 720 FEET SOUTH OF ANDREWS HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A HOTEL FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

27. 10714 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 4, BLOCK 23, CRESTGATE ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TIMBER COURT, APPROXIMATELY 240 FEET NORTH OF OAKRIDGE DRIVE), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE NORTHWEST SIDE OF SAID LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

28. 2026-006 - RESOLUTION AUTHORIZING THE AMENDMENT OF THE CITY OF MIDLAND'S 2025-2026 ACTION PLAN TO THE CONSOLIDATED PLAN FOR

COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FISCAL YEARS 2025-2029; AND APPROPRIATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES - COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

29. 2026-007 - RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO CONTINENTAL RESOURCES, INC. TO DRILL ONE OIL AND GAS WELL LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 1,786 FEET NORTH OF BRIARWOOD AVENUE AND 910 FEET WEST OF GOLDEN GATE DRIVE) **(DISTRICT: 4) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

MISCELLANEOUS

30. 2026-008 - RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH CONTINENTAL RESOURCES, INC. REGARDING ITS APPLICATION TO DRILL AN OIL AND GAS WELL LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS **(DISTRICT: 4) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

31. 10708 - AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 13, "MUNICIPAL DRAINAGE UTILITY" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS (1) TO REVISE THE EXEMPTIONS TO THE DRAINAGE CHARGE AND (2) TO REVISE THE DRAINAGE CHARGE; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION **(DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

32. 004-2026 - MOTION APPOINTING A MAYOR PRO TEMPORE **(DISTRICT: ALL) (CITY SECRETARY) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

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

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

PUBLIC COMMENT

35. 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

36. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as

permitted under the following sections of the Texas Government Code:

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

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

Discuss pending or contemplated litigation.

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

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

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

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

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

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

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

Respectfully Submitted

_____
Tommy Gonzalez
City Manager

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

City Council Meeting

Item Number: a.
Meeting Date: January 13, 2026
To: City Council
From:
Subject: REGULAR SESSION OF DECEMBER 16, 2025

Purpose:

Recommended Action:

Fiscal Impact:

Strategic Priority:

Discussion:

Attachments:
A. Minutes 2025-12-16

Marcia Bentley-German, City Secretary Created/Initiated - 12/30/2025

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL REGULAR MEETING
December 16, 2025 - 10:00 AM

The City Council convened in a Regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, December 16, 2025.

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

OPENING ITEMS

Mayor Pro Tem Poole called the meeting to order at 10:00 a.m.

1. Invocation - Father Bala Anthony Govindu, St. Stephen's Catholic Church
2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

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

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

CONSENT AGENDA

Jack Ladd moved to Approve Consent Agenda items 4-31, excluding items 18 & 22; seconded by Brian Stubbs.

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

4. MOTION APPROVING THE FOLLOWING MINUTES:

DRAFT

4.a REGULAR SESSION OF NOVEMBER 18, 2025

4.b SPECIAL SESSION OF NOVEMBER 17, 2025

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

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

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

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

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

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

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

12. 2025-178 - RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT

DRAFT

TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, THE CITY OF ODESSA, TEXAS, MIDLAND COUNTY, TEXAS, AND ECTOR COUNTY, TEXAS, FOR THE ESTABLISHMENT OF THE PERMIAN BASIN INTEROPERABLE RADIO COMMUNICATIONS SYSTEM **(DISTRICT: ALL) (IT) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

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

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

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

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

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

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

Aviation Director Justine Ruff reported the Federal Aviation Administration (FAA) has new mandates that state snow must be cleared from the runway in about 30 minutes. The current airport equipment cannot sustain this. City or Airport funds will not be used; the Federal

DRAFT

Government is paying the cost.

John Burkholder moved to Approve; seconded by John Norman.

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

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

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

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

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

Council Member John Burkholder reported concerns with the location of this program due to the destruction the big trucks create in the parking lot.

Midland Development Corporation Director Sara Harris reported this agreement provided funds to Midland College to purchase a semi-truck to train drivers and expand the transportation program.

Dr. Damon Kennedy, 6 Chapel Court, President of Midland College, reported this is a long-standing partnership. They are exploring other locations, not only due to the damage to the

DRAFT

parking lot but for more of a professional setting.

Council Member John Norman inquired about the length of the contract.

City Attorney Nicholas Toulet-Crump reported the contract terms out in November of 2040.

John Burkholder moved to Approve; seconded by Brian Stubbs.

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

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

24. 2025-186 - RESOLUTION AUTHORIZING THE EXECUTION OF AN OIL AND GAS LEASE AGREEMENT WITH FIREBIRD ENERGY II, LLC FOR THE LEASE OF THE CITY-OWNED MINERALS LOCATED IN ALL OF BLOCK 31, LOTS 1 THROUGH 26, BLOCK 39, AND LOTS 1 THROUGH 14, BLOCK 40, FAIRMONT PARK ADDITION, SECTION 2, AND THE NORTH 10 FEET OF TRACTS 7, 8, AND 15 THROUGH 18, WALLACE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, ONLY AT THOSE CORRELATIVE DEPTHS FROM 11,224 FEET TO 12,143 FEET AS INDICATED STRATIGRAPHICALLY ON THE ELECTRIC LOG OF THE PECAN ACRES 23 #3; SAID AGREEMENT TO REQUIRE COMPLIANCE WITH ALL APPLICABLE ORDINANCES, LAWS, RULES, AND REGULATIONS **(DISTRICT: 3), (DISTRICT: 4) (DEVELOPMENT SERVICES - OIL AND GAS) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

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

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

THE STANDARD FOR A SAFE AND SECURE CITY)

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

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

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

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

31. 138-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LICENSE (25-329-032) WITH OXYROCK OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10648.

Jack Ladd moved to Approve; seconded by John Norman.

DRAFT

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

33. 10690 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 23, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND EAST TEXAS AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10690.

Amy Stretcher Burkes moved to Approve; seconded by Jack Ladd.

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

34. 10691 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3, BLOCK 14, OXFORD HEIGHTS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 200 FEET SOUTH OF STOREY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10691.

DRAFT

Jack Ladd moved to Approve; seconded by John Burkholder.

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

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10693.

John Norman moved to Approve; seconded by John Burkholder.

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

36. 10694 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 280 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10694.

John Norman moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:

DRAFT

AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Brian Stubbs, Jack Ladd, John Norman
NAY: None
ABSTAIN: None
ABSENT: Lori Blong

37. 10695 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2A AND 2B, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD NOVEMBER 18, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10695.

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

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

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10696.

John Norman moved to Approve; seconded by John Burkholder.

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

DRAFT

ABSTAIN: None
ABSENT: Lori Blong

PUBLIC HEARINGS

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

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10698.

Senior Planner Britt Murry gave a brief overview of the item noting this is a rezone request to allow for a manufactured home. Staff recommends denial due to the number of objection letters received.

Mayor Pro Tem Robin Poole opened the public hearing at 10:27 a.m.

Michael Miller, 3901 Jadan Kate Road, spoke in favor of this item. Mr. Miller reported the information he got from the website and staff was incorrect and that staff told him it was going to pass.

City Attorney Nicholas Toulet-Crump reported that the website host had an error on the page that ultimately got corrected to reflect that the ordinance, that was passed by the Council decades ago, says manufactured homes are not allowed in Agricultural Estate Districts.

Donata Miller, 3901 Jadan Kate Road, spoke in favor of this item and reported some of the same information that Mr. Miller reported.

Steve Poesik, 900 Pine Court, Attorney representing Robert Anderson, spoke in opposition of this item. Mr. Poesik stated his case as to why this should be denied.

Robert Anderson, 10804 Hwy 191, Anderson Construction, spoke in opposition of this item and explained why the Council should deny this request.

Zeke Bryand, 2805 W. Kentucky, spoke in favor of this item. Mr. Bryand was hired by Mr. Miller to plat the property and reported he saw the same incorrect information on the website.

Jerry Crawford, 3613 Blackwolf Trail, spoke in opposition of this item due to the restrictions of mobile homes.

Mayor Pro Tem Robin Poole closed the public hearing at 10:59 a.m.

DRAFT

City Attorney Nicholas Toulet-Crump reported spot zoning is not permitted in the State of Texas and explained why.

First Assistant City Attorney Stephen Gates reported this was a residential replat. The staff followed the guidelines and it is ultimately the responsibility of the applicant to make sure he/she is complying with restrictions.

Mr. Toulet-Crump reported it is also our understanding that there was no mention that a manufactured home was going to be placed in the area during the plating process.

Council Member Jack Ladd reported that it sounds like bad advice was given and that the two parties in question should find a way to work together for a solution.

Council discussion ensued. The entire item/Council Meeting may be heard at https://midlandtx.new.swagit.com/videos/364702.

Brian Stubbs moved to approve but the item failed due to the lack of a second.

40. 139-2025 - THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO FIREBIRD ENERGY II, LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MB-14H; MB-801H; AND MB-802H; SAID WELLS BEING GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,470 FEET AND 1,510 FEET EAST OF HOLIDAY HILL ROAD (PUBLIC HEARING ONLY) **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Mayor Pro Tem Robin Poole opened the public hearing at 11:07 a.m.

Chris Hamilton, Fort Worth, spoke in favor of this item and is here to answer questions.

Mayor Pro Tem Robin Poole closed the public hearing at 11:08 a.m.

PUBLIC HEARING ONLY, NO ACTION TAKEN BY COUNCIL.

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

Community Development Manager Isaac Garnett gave a brief presentation of the item noting, this is to approve the receipt and filing of the consolidated annual performance and evaluation report for the Community Development Block Grant program for the 2024/2025 year.

Mayor Pro Tem Robin Poole opened the public hearing at 11:11 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by John Burkholder.

DRAFT

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

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

    (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10699.

Planning & Development Officer Elizabeth Triggs gave a brief presentation of the item noting, this is to amend Title X "Traffic Regulations", Chapter 10 "Regulated Parking" of the City Code to establish revised regulations that will govern metered parking spaces and time-limited parking spaces.

Council questions, discussion and suggestions ensued.

Michael Lombardo, Vice President of ACE Parking, reported there will be a dedicated enforcement officer.

Mrs. Triggs reported one reason they selected ACE is to have enforcement on the ground for better management.

Devin Otsuka, Director of Operations, ACE Parking, spoke on the training involved.

City Attorney Nicholas Toulet-Crump gave praise to First Assistant City Attorney Stephen Gates for writing in the flexibility involved with this ordinance.

Mayor Pro Tem Robin Poole opened the public hearing at 11:37 a.m.

Sonny Aguilar, 4120 Springfield Court, approves the meters but sees issues with employees in the future. Mr. Aguilar reported he is thinking long term.

Council Member John Norman suggested using the parking apps that allow for customers to pay in increments.

There being no one else wishing to speak, the public hearing was closed at 11:41 a.m.

The entire presentation and discussion may be heard at

DRAFT

https://midlandtx.new.swagit.com/videos/364702.

John Norman moved to Approve; seconded by John Burkholder.

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

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10700.

Planning & Development Officer Elizabeth Triggs gave a brief presentation of the item noting this is to amend Title IX "Public Right-of-Way Patio Program" to establish regulations governing businesses' uses of public rights-of-way.

Council questions and discussion ensued about exactly where the tables and chairs will be placed and that people won't be placed in harms way by being near the street.

Mrs. Triggs reported there are many safety requirements and reviews that will take place to make sure everyone is safe. Mrs. Triggs also reported there are not enough businesses that may use parklets to make a drastic difference in the number of parking spaces downtown.

Deputy City Manager Jose Ortiz reported that they are taking precautions to make sure citizens are safe.

First Assistant City Attorney Stephen Gates reported they have added indemnity and insurance requirements for businesses who want to engage in this program in order to protect the City.

Council Member John Burkholder reported he would like to strike the asphalt section due to safety and only having it on the sidewalks. Mayor Pro Tem Robin Poole agrees.

Council Member Amy Stretcher Burkes and Council Member Brian Stubbs also agree with starting out on the sidewalk.

Council Member Jack Ladd & Mr. Gates discussed details of the proposed ordinance.

Mayor Pro Tem Robin Poole opened the public hearing at 12:08 p.m. There being no one present wishing to speak, the public hearing was closed 12:09 p.m.

DRAFT

This entire discussion may be heard at https://midlandtx.new.swagit.com/videos/364702.

John Burkholder moved to Amend to limit to sidewalks only for a year upon returning to Council; seconded by Brian Stubbs.

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

44. 10701 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 13, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH CLAY STREET), BY PERMITTING (1) A REDUCED MINIMUM FRONT YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10701.

Senior Planner Britt Murry gave a brief overview of the item noting this is for a special exception to permit a reduced minimum front yard setback and a reduced minimum side yard setback. Staff recommends denial as there are no hardships.

Planning & Development Officer Elizabeth Triggs reported this item came via a complaint.

Mayor Pro Tem Robin Poole opened the public hearing at 12:15 p.m.

Edgar Chavez, 401 S. Clay Street, spoke in favor of this item as it is his house and he was trying to protect his car.

There being no one else wishing to speak, the public hearing was closed at 12:17 p.m.

John Norman moved to Approve; seconded by Jack Ladd.

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

45. 10702 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY

DRAFT

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10702.

Senior Planner Britt Murry gave a brief overview of the item noting this is a rezone request.

Mayor Pro Tem Robin Poole opened the Public Hearing at 12:19 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by John Burkholder.

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

46. 10703 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10703.

Senior Planner Britt Murray gave a brief overview of the item noting this is a rezone request.

Mayor Pro Tem Robin Poole thanked Mr. Shafik for working with staff.

Mayor Pro Tem Robin Poole opened the Public Hearing at 12:22 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:
AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Brian Stubbs, Jack Ladd, John

Norman
NAY: None
ABSTAIN: None
ABSENT: Lori Blong

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10704.

Senior Planner Britt Murray gave a brief overview of the item noting this is a rezone request.

Mayor Pro Tem Robin Poole opened the Public Hearing at 12:24 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to Approve; seconded by Brian Stubbs.

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

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10705.

Senior Planner Britt Murray gave a brief overview of the item noting this is a rezone request.

Mayor Pro Tem Robin Poole opened the Public Hearing at 12:25 p.m.

Judy Moreland, 1403 W. Golf Course Road, is here to answer questions. Ms. Moreland reported

DRAFT

this is not a public laundry facility but they will offer laundry services that will employ special needs individuals.

There being no one else wishing to speak, the public hearing was closed at 12:27 p.m.

Brian Stubbs moved to Approve; seconded by John Norman.

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

49. 10706 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 24.091-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST INTERSTATE 20 AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10706.

Senior Planner Britt Murray gave a brief overview of the item noting this is a rezone request.

Mayor Pro Tem Robin Poole opened the Public Hearing at 12:29 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

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

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

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

DRAFT

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10707.

Senior Planner Britt Murray gave a brief overview of the item noting this is for a Specific Use Designation for the sale of alcohol.

City Attorney Nicholas Toulet-Crump reported this club has frequent off-duty Police Officers on site.

Council Member Jack Ladd reported he would like to see consistency across the board.

Mayor Pro Tem Robin Poole opened the Public Hearing at 12:36 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to Approve; seconded by John Norman.

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

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

Building Official Jeff Pinkstaff gave a brief presentation of the item noting this is in regard to substandard buildings and requested action to abate.

Council Member John Norman reported this is voluntary by the homeowner.

Mayor Pro Tem Robin Poole opened the Public Hearing at 12:39 p.m.

Chrystal Rollie, 4515 Monty Drive, reported that after her mom passed away and left them the house, homeless individuals began living in it and ultimately burned it down. Now they have

DRAFT

started breaking into the garage. Ms. Rollie reported she does not have the means to have the home torn down but would like the City's help.

There being no one else wishing to speak, the public hearing was closed at 12:41 p.m.

John Burkholder moved to Approve; seconded by John Norman.

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

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

Building Official Jeff Pinkstaff gave a brief overview of the item noting this is in regard to substandard buildings and requested action to abate. The home has had 17 violations since 2015.

Mayor Pro Tem Robin Poole opened the Public Hearing at 12:43 p.m.

Wayne Butler, 1419 Tulip Lane, inquired if his mother will be charged to have the home demolished.

Planning & Development Officer Elizabeth Triggs reported there is a small cost but they work with the homeowner on the cost.

Council Member John Norman and Council Member John Burkholder spoke about other abandoned buildings that are boarded up with owners who don't live in Midland.

Council Member Jack Ladd also inquired what the end game is for the City and is the City willing to absorb the cost.

Council discussion ensued.

City Manager Tommy Gonzalez reported that on the residential side, they make sure it is at the will of the homeowner.

First Assistant City Attorney Stephen Gates reported what the local government code states with

DRAFT

regards to liens.

Council Member John Norman reported homeowners should have a clear understanding of this process prior to coming to Council.

Hector Cobarruibias, 1101 College Avenue, spoke about needing to find out if the property has already gone to probate.

There being no one else wishing to speak, the public hearing was closed at 1:05 p.m.

John Burkholder moved to Defer; seconded by Jack Ladd.

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

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10708.

Engineering Services Director Gabriel McClelland gave a brief presentation of the item noting, this is to amend Title XI "Planning and Development", Chapter 13, "Municipal Drainage Utility", to revise the exemptions to the drainage charge and to revise the drainage charge; providing for criminal enforcement.

City Manager Tommy Gonzalez reported that the Council approved an agreement with Midland Independent School District (MISD) earlier this year. Mr. Gonzalez also provided a breakdown of the fees, timeline and MISD improvements.

Deputy City Manager Jose Ortiz also spoke about the agreements and what they entail.

Mayor Pro Tem Robin Poole reported the situation with MISD puts the Council in a bad position and is ultimately a tax increase.

Council discussion ensued on this item and they expressed concern about needing more time and information before making a decision.

Mayor Pro Tem Robin Poole opened the public hearing at 1:35 p.m.

Nino Rodriquez, 1101 Johnston, spoke in opposition of this item as it will increase fees for citizens.

Shelia Williamson, 404 Sweetbriar, reported she now has a better understanding of what's going on with this item after listening to Council.

Hector Covarrubiaz, 1101 College Avenue, spoke on transparency and asked Council to reconsider this item as it will increase fees for the citizens.

The entire discussion may be heard at https://midlandtx.new.swagit.com/videos/364702.

Jack Ladd moved to Defer; seconded by John Burkholder.

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

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10709.

Police Chief Greg Snow reported that every year many people call the Police Department regarding sex offenders in Midland.

Detective Sergeant Michael Ball with Crimes Against Persons/Sex Offfender division, gave a presentation of the item noting this is to amend Title VI "Police Regulations" of the Code of the City of Midland by adding chapter 11 "Sex Offender Regulations" so as to prohibit a sex offender from residing within 1,500 feet of premises where children commonly gather and from also entering premises where children commonly gather.

Council Member Jack Ladd would like to be pro-active with regard to communications and clear guidelines with possible sex offenders and providing notices to the community.

Council discussion ensued.

DRAFT

Mayor Pro Tem Robin Poole opened the public hearing at 2:11 p.m.

Gayle Miller, spoke in opposition of this item regarding the way it is written.

Nino Rodriquez, 1101 Johnston, spoke about how he feels about sex offenders and quoted scripture.

There being no one else wishing to speak, the public hearing was closed at 2:19 p.m.

Council Member Amy Stretcher Burkes reported her objective is to protect children and would like to see an appeal process on both sides.

The entire presentation may be viewed at https://midlandtx.new.swagit.com/videos/364702.

Amy Stretcher Burkes moved to Amend the ordinance by revising Section 6-11-6(A) as follows: Delete "and shall be final" from the existing language; and insert the following sentences: "If the Chief of Police disapproves an exemption or approves an exemption with one or more conditions, the sex offender, or any affected party, may appeal such decision by submitting a written notice of appeal to the board consisting of the City Manager and two Council Members stating why the exemption should be granted or why any conditions on the exemption should be eliminated or revised. The submission of a notice of appeal shall not stay the decision of the Chief of Police during the pendency of the appeal. The board shall consider the notice of appeal and render a decision, which may be based solely on the information contained in the notice of appeal and shall be final," seconded by Jack Ladd.

City Attorney Nicholas Toulet-Crump, for clarification, reported that a committee will be subject to the open meetings act.

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

MISCELLANEOUS

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10710.

Chief Financial Officer Christy Weakland gave a brief overview of the item noting this is to adopt a fee schedule.

John Burkholder moved to Approve; seconded by Jack Ladd.

DRAFT

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

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

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10711.

Chief Financial Officer Christy Weakland gave a brief overview of the item noting this is an amendment to the 2024-2025 fiscal year budget.

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

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

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

The Midland City Council conducted an interview with Darpan Bhakta for the Midland Development Corporation Board at 2:30 p.m.

The Midland City Council conducted an interview with Armando Saenz for the Midland Development Corporation Board at 2:50 p.m.

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

There was no action taken on this item, it will be on the next agenda.

PUBLIC COMMENT

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

DRAFT

EXECUTIVE SESSION

Mayor Pro Tem Poole recessed the City Council meeting to go into Executive Session at 3:12 p.m.

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

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

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

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

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

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

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

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

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

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

All the business at hand having been completed, the meeting adjourned at 4:21 p.m.

PASSED AND APPROVED January 13, 2026.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5.
Meeting Date: January 13, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A CART REFUSE TRUCK FROM BOND EQUIPMENT COMPANY, INC. THROUGH BUYBOARD AT A TOTAL COST OF $439,367.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

Purpose:
Resolution approving the purchase of one (1) Cart RefuseTruck from Bond Equipment Co. Inc., through Buyboard contract #723-23 for a total cost of $439,367.00 for the Garage Division.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The Garage Division is requesting the purchase of one (1) Refuse Cart Truck from Bond Equipment Co. Inc., through Buyboard contract #723-23. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2026 is $450,000.00. This truck is new to the Fleet. Please see attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) Refuse Cart Truck from Bond Equipment Co. Inc., through Buyboard contract #723-23 for a total cost of $439,367.00.

Attachments:
A. 2026 memo for a new auto refuse truck
B. RESOLUTION W EXH - Refuse Truck Reso w Exh
C. Bond Equipment 2025 RH drive asl quote
D. New Picture

Erika Munoz, General Services	Created/Initiated - 12/29/2025
Regina Stephenson, General Services	Approved - 12/30/2025
Christy Weakland, Finance	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/5/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buyboard Contract # 723-23 for an Auto Refuse Truck

DATE: 12/16/25

Fleet services are requesting the purchase of (1) one new Auto Refuse Truck. Due to the growth and development of several new neighborhoods throughout the city, this new truck will help in providing additional sanitation routes to be serviced. The budgeted amount for the purchasing of one Auto Refuse Truck for FY 2026 is $450,000.

Bond Equipment has submitted a quote through Buyboard Contract # 723-23 in the amount of $439,367.00 for the purchase of one Auto Refuse Truck.

Fleet services accept this quote from Bond Equipment, which meets all our specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A CART REFUSE TRUCK FROM BOND EQUIPMENT COMPANY, INC. THROUGH BUYBOARD AT A TOTAL COST OF $439,367.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

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, Bond Equipment Company, Inc., has submitted a total proposed cost to the City of $439,367.00 for the purchase of a cart refuse truck through Buyboard, 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 for the purchase of said cart refuse truck to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said cart refuse truck from Bond Equipment Company, 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 purchase said cart refuse truck from Bond Equipment Company, Inc. through Buyboard for a total cost of $439,367.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Bond Equipment Company, Inc. $439,367.00 for said cart refuse truck from funds available in the FY 2026 Sanitation Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

QUOTE **December 16, 2025**

Sold To: City of Midland
PO Box 1152
Midland, Tx 79702-1152

2025 Battle Motors Model LET2-46 truck chassis, **Vin#1CYAADAC1S1005964**, Cummins L9-350HP**,** Allison 4500RDS transmission, Dana D2000F 20,000lb front axle with 20,000lb front springs with 7" wide brakes, RH Drive, sentry air ride seat, air conditioner system, AM/FM radio, dash fans, Dana D46-170P rear axles 5.57 ratio with 8.62" wide brakes, Hendrickson HMX-460 rear suspension, 218" wheel base, double frame, 3-925CCA batteries with disconnect switch, LED headlights & marker lights, backup alarm, Bendix air dryer, vertical exhaust, 80 gallon fuel tank, 315/80R22.5 20 ply front tires, 11R22.5 16 ply rear tires, white steel front wheels, cab painted white, black bumper & frame.

BuyBoard 723-23

Price	$220,508.00
Cummins Engine Extended Warranty	3,005.00
Buyboard Fee	400.00
Body Price	215,454.00
Total	$439,367.00

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller, Bond Equipment Company, Inc. hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and Bond Equipment Company, Inc. neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said property.

BUYER _____

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer			City of Midland			12/4/2025
Product Description		RH Drive	Battle Motors	LET2 6X4	Diesel	
		Ship to	Heil			
A.	**Base Price in Bid/Proposal Number**		723-23			$189,356.00
	L9 Cummins 350HP					
B.	Published Options *itemize each item below)					
	Double Frame	1594	Battery box 3 950 CCA	310		
	Block Heater	384	RH Sentry Seat	369		
	HMX 460	3342	Adjustable seat shock	168		
	D46-170	1350	LH C2 Seat	149		
	80 Gallon fuel tank	291	Marker lts w/ disconnect	138		
	Tow pins	143	Disable radio in reverse	134		
	Rear tow loops	333	2-Way radio wiring in dash	120		
	RH Drive	1704				
	Air horn	798				
	Heated Mirrors	116				
	Heated spot mirrors	165	28 Yard Python DP	215,454		
	Batt-Disconnect to switch	185	Freight to Heil	3671		
	Subtotal column 1	10405	Subtotal column 2	220513		
	Pubished Options added to Base Price (Subtotal of Column1 Column 2)					$230,918
C.	Subtotal of A+ B					$420,274
D.	Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)					
	White rear wheels tandem	3246	Surcharge	975		
	White wheels front	365	Payment after delivery	8000		
	Price adjustment 26.9	3102				
	Total Column 1	6713	Total Column 2	8975		
	Unpublished Options added to Base Price (subtotal of Column 1 + 2)					15688
E.	Contract Price Adjustment (if any explain)					
F.	Total of C +D + E(Not including Buyboard Fee)					$435,962
G.	Quantity Ordered (Units x F)	1 # of Units				435,962
H.	Buyboard Fee		400			400
I.	Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)			*Cummins Ext Warranty	3005	3005 ***Per truck
				*Truck Inspection	0	2000 ***Per person
			Subtotal non equipment changes			
J.	**TOTAL PURCHASE PRICE INCLUDING (G +H +I)**					439,367

Bond Equipment Company Inc.
2946 Irving Blvd
Dallas, TX 75247

Andy Bond
214-637-0760

QUOTE **December 16, 2025**

Sold To: City of Midland
PO Box 1152
Midland, Tx 79702-1152

2025 Battle Motors Model LET2-46 truck chassis, **Vin#1CYAADAC1S1005964**, Cummins L9-350HP**,** Allison 4500RDS transmission, Dana D2000F 20,000lb front axle with 20,000lb front springs with 7" wide brakes, RH Drive, sentry air ride seat, air conditioner system, AM/FM radio, dash fans, Dana D46-170P rear axles 5.57 ratio with 8.62" wide brakes, Hendrickson HMX-460 rear suspension, 218" wheel base, double frame, 3-925CCA batteries with disconnect switch, LED headlights & marker lights, backup alarm, Bendix air dryer, vertical exhaust, 80 gallon fuel tank, 315/80R22.5 20 ply front tires, 11R22.5 16 ply rear tires, white steel front wheels, cab painted white, black bumper & frame.

BuyBoard 723-23

Price	$220,508.00
Cummins Engine Extended Warranty	3,005.00
Buyboard Fee	400.00
Body Price	215,454.00
Total	$439,367.00

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller, Bond Equipment Company, Inc. hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and Bond Equipment Company, Inc. neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said property.

BUYER _____

2946 Irving Blvd Dallas, TX 75247
214-637-0760 214-637-4731 Fax

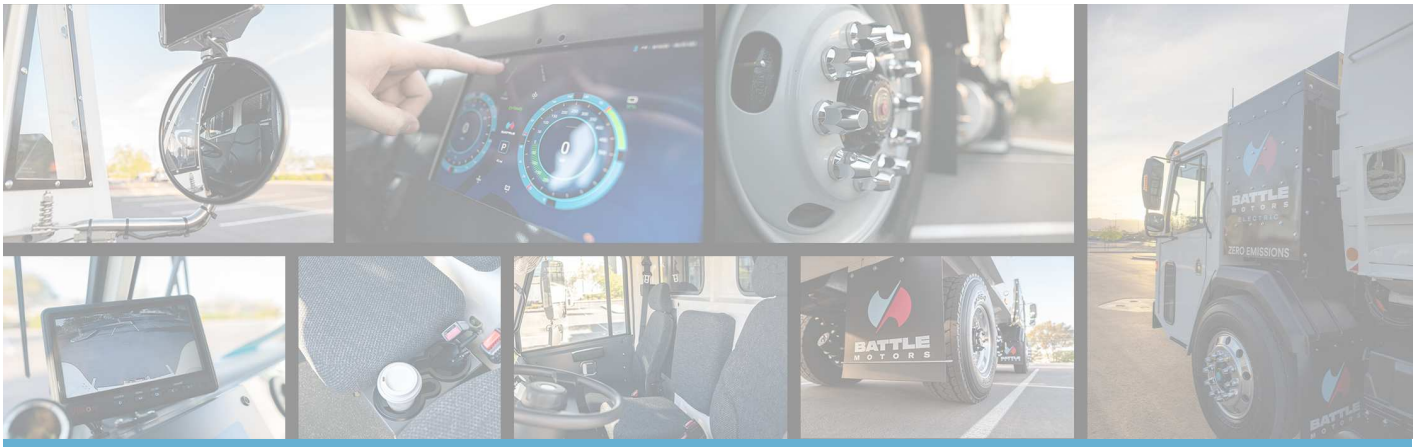
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer			City of Midland			12/4/2025
Product Description		RH Drive	Battle Motors	LET2 6X4	Diesel	
		Ship to	Heil			
A.	**Base Price in Bid/Proposal Number**		723-23			$189,356.00
	L9 Cummins 350HP					
B.	Published Options *itemize each item below)					
	Double Frame	1594	Battery box 3 950 CCA	310		
	Block Heater	384	RH Sentry Seat	369		
	HMX 460	3342	Adjustable seat shock	168		
	D46-170	1350	LH C2 Seat	149		
	80 Gallon fuel tank	291	Marker lts w/ disconnect	138		
	Tow pins	143	Disable radio in reverse	134		
	Rear tow loops	333	2-Way radio wiring in dash	120		
	RH Drive	1704				
	Air horn	798				
	Heated Mirrors	116				
	Heated spot mirrors	165	28 Yard Python DP	215,454		
	Batt-Disconnect to switch	185	Freight to Heil	3671		
	Subtotal column 1	10405	Subtotal column 2	220513		
	Pubished Options added to Base Price (Subtotal of Column1 Column 2)					$230,918
C.	Subtotal of A+ B					$420,274
D.	Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)					
	White rear wheels tandem	3246	Surcharge	975		
	White wheels front	365	Payment after delivery	8000		
	Price adjustment 26.9	3102				
	Total Column 1	6713	Total Column 2	8975		
	Unpublished Options added to Base Price (subtotal of Column 1 + 2)					15688
E.	Contract Price Adjustment (if any explain)					
F.	Total of C +D + E(Not including Buyboard Fee)					$435,962
G.	Quantity Ordered (Units x F)	1 # of Units				435,962
H.	Buyboard Fee		400			400
I.	Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)			*Cummins Ext Warranty	3005	3005 ***Per truck
				*Truck Inspection	0	2000 ***Per person
			Subtotal non equipment changes			
J.	**TOTAL PURCHASE PRICE INCLUDING (G +H +I)**					439,367

Bond Equipment Company Inc.
2946 Irving Blvd
Dallas, TX 75247

Andy Bond
214-637-0760



1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

Date
10/21/2025

Quote Information
202404111549-07FB
9000-1153T
1005964

2025 Raider (LET2)
Qty: 1

Prepared For
Bond Equipment
2946 Irving Blvd
Dallas, TX 75247
Aubrie Basco 214-637-0760 aubrie@bondequipment.com

Prepared By
Aubrie Basco
aubrie@bondequipment.com
Bond Equipment Company

Shipping Destination: Customer Pickup

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

MODEL		DESCRIPTION
9999-CUSTOM-139414	**FUEL TYPE**	DIESEL
9999-CUSTOM-144980	**MODEL YEAR**	2025 MODEL YEAR
9999-CUSTOM-142034	**BODY APPLICATION**	HEIL ASL - PYTHON 28 CY
9999-CUSTOM-142671	**SURFACE**	OPERATES IN LANDFILL
9999-CUSTOM-83099	**CARB/EPA**	EPA / NON-CARB
9999-CUSTOM-83038	**WHEELBASE**	218 WHEELBASE
9999-CUSTOM-82526	**CAB STYLE**	LET2 STANDARD CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-82531	**CAB / DOORS**	LET2 STANDARD CAB, LH STANDARD / RH STANDARD DOORS
9999-CUSTOM-82493	**DRIVE TYPE**	RH DRIVE
9999-CUSTOM-143946	**TOWING**	STRAIGHT TRUCK, NON-TOWING

FRAME		DESCRIPTION
9999-CUSTOM-83057	**FRAME RAILS**	DOUBLE SILLS
9999-CUSTOM-142332	**FRAME SILL LENGTH**	30' FRAME SILLS
1500-5041	**FRAME**	FRAME ASSEMBLY, 218 WB, 30' DBL SILL, HMX , STANDARD , LET2
9999-CUSTOM-82520	**FRAME , FEPTO CROSSMEMBER**	NO OPTION - FEPTO CROSSMEMBER
9999-CUSTOM-142407	**DRILLING , CNG TANK DRILLING**	NO OPTION - CNG TANK DRILLING
9999-CUSTOM-83074	**FRAME , BATTERY BOX MTG, DROP FRAME**	NO OPTION - BATTERY BOX MTG, DROP FRAME
1502-0580	**FRAME , FRONT EXTENSION**	FRONT FRAME EXTENSION, WIDE FLANGE FLAT BUMPER
9999-CUSTOM-144346	**DRILLING , AIR TANK**	NO OPTION - AIR TANK DRILLING
9999-CUSTOM-83075	**DRILLING , FUEL TANK**	NO OPTION - FUEL TANK MTG
9999-CUSTOM-145031	**DRILLING , BODY**	NO OPTION - FRAME DRILLING, BODY

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

FRAME		DESCRIPTION
9999-CUSTOM-140304	**DRILLING , CENTER BEARING**	NO OPTION, CENTER BEARING DRILLING

ENGINE EQUIPMENT		DESCRIPTION
9999-CUSTOM-83079	**ENGINE MODEL**	CUMMINS L9, LET2
1000-3339	**ENGINE**	CUMMINS 2024 L9, 350 HP W/ENGINE BRAKE, 4500 SERIES TRANSMISSION, MODINE RADIATOR, LET2
9999-CUSTOM-142363	**ENGINE PTO ADAPTER**	1350/1410 FEPTO ADAPTER
2100-3361	**ENGINE, ALTERNATOR**	ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N
2000-4701	**ENGINE, DIPSTICK/OIL FILL**	ENGINE DIPSTICK MTG ONLY, B6.7/L9/L9N
2501-1561	**ENGINE OIL SAMPLE VALVE**	PPG ASSY OIL - ENGINE OIL SAMPLE VALVE, L9
162X-0520	**ENGINE PROGRAMMING PARAMETERS**	ENGINE PRGM-B6.7/L9, A/C, NO IDLE SHUTDOWN, 1450 RPM TA, 65 MPH, ENGINE BRAKE
2003-0574	**ENGINE, BLOCK HEATER**	ENGINE BLOCK HEATER, L9/L9N, 120V IND LT, 1000W, FLAT BUMPER
9999-CUSTOM-83087	**ENGINE, BELT**	NO OPTION - L9 ENGINE BELT, A/C
1005-23-1245	**ENGINE COOLING**	COOLING ASSEMBLY - L9 LET MODINE
2500-23-2932	**ENGINE COOLING, REMOTE FILL**	PIPING ASSEMBLY, WATER - REMOTE RAD FILL, MODINE
1006-1125	**ENGINE MOUNTING**	ENGINE MOUTNING, CUMMINS L9/L9N, DOUBLE SILLS, 4500RDS
9999-CUSTOM-83326	**ADDITIONAL A/C COMPRESSOR**	NO OPTION - 2ND A/C COMPRESSOR
1010A-0053	**AIR CLEANER STACK**	AIR CLEANER STACK, W/DONALDSON PRE-CLNR, LET2
1010-23-3015	**AIR CLEANER**	AIR CLEANER ASSEMBLY MODINE L9 LET
1011-23-3019	**CAC PIPING**	CHARGE AIR COOLING ASSY - MODINE L9 LET
1004-23-3001	**EXHAUST**	EXH ASSY L9 260-350 HP MODINE
1004A-0053	**EXHAUST STACK**	FLARED ELBOW EXHAUST STACK, STAINLESS STEEL, 36" LONG

TRANSMISSION EQUIPMENT		DESCRIPTION
9999-CUSTOM-83085	**TRANSMISSION MODEL**	ALLISON 4500RDS, LET2
1007-1147	**TRANSMISSION**	TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

TRANSMISSION EQUIPMENT		DESCRIPTION
83012	**TRANSMISSION OIL SAMPLE VALVE**	NO OPTION - TRANS OIL SAMPLE VALVE
9999-CUSTOM-83003	**TRANSMISSION SKID PAN**	NO OPTION - TRANSMISSION SKID PAN
2501-1525	**TRANSMISSION OIL PIPING**	TRANSMISSION PIPING-L9/L9N/X12, 3000RDS
9999-CUSTOM-142641	**TRANSMISSION REMOTE VENT**	NO OPTION - REMOTE TRANS VENT
1503-24-0915	**TCM LOCATION**	FRAME MODIFICATION ASSEMBLY TCM MOUNTING 50 INSIDE
2100-3302	**TRANSMISSION PROGRAMMING**	TCM-ALLISON, 4500RDS, SINGLE DRIVE, TC521, 6 SPD, 145 AG, L9
9999-CUSTOM-82833	**AUTO NEUTRAL**	NO OPTION - AUTO NEUTRAL, CAB
9999-CUSTOM-82834	**AUTO NEUTRAL , CHASSIS**	NO OPTION - AUTO NEUTRAL, CHASSIS

STEER AXLE		DESCRIPTION
1100A-0059	**FRONT AXLE**	FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, >190" WB, 16.5 X 7 ES1100 BRAKES
1402-23-2589	**POWER STEERING RESERVOIR**	HYDRAULIC RESERVOIR ASSEMBLY; 4 QT, 2023 L9/L9N, LET
1101-0638	**FRONT SUSPENSION**	FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS
9999-CUSTOM-139407	**STEERING LINKAGE (LH)**	NO OPTION - LH STEERING LINKAGE
1401-0334	**STEERING LINKAGE (RH)**	STEERING LINKAGE - LET2, RHD, TILT, W/CRUISE
1400-0715	**POWER STEERING**	POWER STEERING - XD-120, DANA, DUAL DRIVE, STANDARD

DRIVE AXLE		DESCRIPTION
9999-CUSTOM-83065	**REAR SUSPENSION MODEL**	HENDRICKSON HAULMAAX HMX-460 - 46,000 GAWR
9999-CUSTOM-83049	**REAR DRIVE AXLE MODEL**	D46-170 - REAR DRIVE AXLE
1201-1519	**REAR SUSPENSION**	REAR SUSPENSION, D46-170HP, HMX-460, 1.5/11, DBL SILLS
1200A-0208	**REAR AXLE**	REAR AXLE, D46-170HP, 16.5 X 8.62, 5.57, DCDL, BAR PIN
1600-4855	**PROPSHAFT**	PROPSHAFT, 218" WB, L9/L9N, 4500RDS, D-170/190
2102-0160	**ABS / ATC / HSA**	ABS SYSTEM, BENDIX EC-80 4S/4M, 500K BAUD

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

DRIVE AXLE		DESCRIPTION
2000-4734	**LUBE, REAR DRIVE AXLE**	LUBE, REAR AXLE, STANDARD, D46-170P AXLE 85W-140
9999-CUSTOM-142595	**BREATHER, REAR DRIVE AXLE**	NO OPTION - AXLE BREATHER
9999-CUSTOM-142071	**AIR SUSPENSION DUMP VALVE**	NO OPTION - AIR SUSP DUMP VALVE, CHASSIS
1204-0227	**REAR BUMP BLOCKS**	REAR BUMP BLOCK, CAST BOLT ON, HMX
2100-3164	**CHASSIS, CAB INTERAXLE BUZZER**	IN CAB INTERAXLE BUZZER WHEN ENGAGED

LIFT AXLE		DESCRIPTION
9999-CUSTOM-83323	**PUSHER AXLE**	NO OPTION - PUSHER AXLE
9999-CUSTOM-83324	**TAG AXLE**	NO OPTION - TAG AXLE
9999-CUSTOM-142167	**PUSHER/TAG SPACING**	NO OPTION - PUSHER/TAG SPACING

TIRES / WHEELS		DESCRIPTION
2S-518-4687	**TIRE, STEER**	FRONT STEER AXLE TIRE, YOKOHAMA TIRE, 506U 315/80R22.5 20/L, 491 RPM, 65 MPH
2S-363B-0070	**WHEEL, STEER**	FRONT STEER AXLE WHEEL, STEEL, 22.5 X 9.00, ACCURIDE, WHITE PC, 5.25" INSET
8D-518-4687	**TIRE, DRIVE**	DRIVE AXLE TIRE, YOKOHAMA 506U 315/80R22.5 20/L, 491 RPM, 65 MPH
8D-363B-0073	**WHEEL, DRIVE**	DRIVE AXLE WHEEL, STEEL, 22.5 X 9.00, ACCURIDE, WHITE PC, 7.00" OUTSET
9999-CUSTOM-143832	**TIRE, PUSHER**	NO OPTION - PUSHER TIRE
9999-CUSTOM-143835	**WHEEL, PUSHER**	NO OPTION - PUSHER WHEELS
9999-CUSTOM-143833	**TIRE, TAG**	NO OPTION - TAG TIRE
9999-CUSTOM-143834	**WHEEL, TAG**	NO OPTION - TAG WHEELS
9999-CUSTOM-139184	**WHEEL TORQUE INDICATORS**	NO OPTION - WHEEL TORQUE INDICATORS

FUEL		DESCRIPTION
1003-0971	**FUEL TANK**	DIESEL FUEL TANK, SINGLE 80 GAL ROUND, ALUMINUM, W/O DRAIN

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

FUEL		DESCRIPTION
1003A-0050	**DEF TANK**	DEF TANK, MTD LH BEHIND FENDER, LH 32/38, B6.7/L9
2503-0841	**FUEL PIPING / FILTER**	FUEL PIPING, L9, F.T. LH 80/104, DEF TANK LH, LET2
9999-CUSTOM-139401	**CNG BUMPER FILL**	NO OPTION - FUEL PIPING, CNG
9999-CUSTOM-82505	**FUEL ACCESSORIES**	NO OPTION - FUEL ACCESSORIES
1503-3055	**FUEL TANK SPACERS**	FRAME MOD - FUEL TANK SPACER 3.50"
1503-24-0628	**DEF TANK SPACERS**	SPACER, SOLID, 5" DROP - DEF TANK

CHASSIS		DESCRIPTION
1502-23-2544	**FRONT BUMPER**	FRONT BUMPER - STANDARD FLAT, LET2, STEEL, PAINTED BLACK
9999-CUSTOM-145149	**RADAR**	NO OPTION - RADAR
9999-CUSTOM-142046	**REAR BUMPER / TAIL LIGHTS**	NO OPTION - REAR BUMPER
1801-0613	**FENDERS, FRONT**	FENDER, FRONT - BLACK PAINTED STEEL, RUBBER EXT, LET2
9999-CUSTOM-142593	**FRONT SKID PLATE**	NO OPTION - FRONT SKID PLATE
2000-4607	**TOW PINS/HOOKS OPTIONS**	FRONT TOW PINS, FLAT BUMPER, LET2
1503-2348	**TOW PINS/HOOKS OPTIONS**	REAR FRAME TOW LOOPS
9999-CUSTOM-83010	**FIRE EXTINGUISHER , CHASSIS MOUNTED**	NO OPTION - FIRE EXTINGUISHER, CHASSIS MOUNTED
9999-CUSTOM-139179	**RETAINER CABLES**	NO OPTION-RETAINER CABLES
1503-2281	**BATTERY BOX SPACERS**	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME
9999-CUSTOM-82671	**DECAL , ENGINE, 50 STATE CLEAN IDLE/CARB**	NO OPTION - CLEAN IDLE DECAL
2000-4813	**DECALS , CHASSIS EXTERIOR**	DECALS, EXTERIOR, DIESEL,TRANSYND
2003-23-3828	**HVAC , CHASSIS**	HEATER ASSEMBLY - MODINE L9/L9N A/C
2501-1541	**OIL PIPING, CAB TILT**	CAB TILT, LET2, ELEC PUMP, ELEC. FAN, NO PLOW
1503-23-2980	**OVER ENGINE CROSSMEMBER**	FRAME MODIFICATION ASSEMBLY - MODINE O.E.CROSSMEMBER, OFFSET RH SIDE

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

CAB		DESCRIPTION
1800-1894-CAB	**CAB MODEL**	CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/VISOR, LET2
9999-CUSTOM-139405	**STEERING WHEEL (LH)**	NO OPTION - LH STEERING, CAB
1401-0334-CAB	**STEERING WHEEL (RH)**	STEERING COLUMN, CAB - LET2, RHD, TILT, W/CRUISE, 16" WHEEL
9999-CUSTOM-82532	**FLOOR GRATING (LH)**	NO OPTION - LH FLOOR GRATE
9999-CUSTOM-82533	**FLOOR GRATING (RH)**	NO OPTION - RH FLOOR GRATE
9999-CUSTOM-82530	**ROOFTOP A/C**	NO OPTION - ROOFTOP A/C
2100-3405-CAB	**IGNITION KEYS**	IGNITION (6) KEYS D250, STD/BI-FOLD DOOR C250
9999-CUSTOM-82506	**RAINGEAR STORAGE**	NO OPTION - RAINGEAR STORAGE
9999-CUSTOM-83004	**CAB WINDSHIELD GUARD**	NO OPTION - CAB WINDSHIELD GUARD
9999-CUSTOM-82498	**FIRE EXTINGUISHER**	NO OPTION - FIRE EXTINGUISHER
9999-CUSTOM-82508	**FIRST AID KIT**	NO OPTION - FIRST AID KIT
9999-CUSTOM-82507	**TRIANGLE KIT**	NO OPTION - TRIANGLE KIT
2003-0369-CAB	**CAB , DEFROST FANS**	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE
1810-0061-CAB	**CAB GRILLE**	CAB MOD ASSY - BATTLE GRILL, BLACK/GUNMETAL
1809-0167-CAB	**CAB , FLOOR GRIP TAPE**	FLOOR GRIP TAPE INSTALLATION, LET2
1001-0946-CAB	**CAB , ACCELERATOR PEDAL**	ACCELERATOR PEDAL, CUMMINS, SINGLE DRIVE
2000-4561-CAB	**CAB , GRAB HANDLES (LH)**	MISC ASSY: LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
2000-4862-CAB	**CAB , GRAB HANDLES (RH)**	MISC ASSY: RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

CAB		DESCRIPTION
9999-CUSTOM-82815	**CAB, ELEC , DOOR WINDOWS , SWITCH COUNT**	RH DRIVE, LH E/R, RH E/R
2102-0160-CAB	**CAB , ABS / ATC / HSA**	ABS SYSTEM, BENDIX EC-80 4S/4M, 500K BAUD
2000-4808-CAB	**DECALS , CAB INTERIOR**	DECALS, INTERIOR, SINGLE DRIVE, DIESEL
9999-CUSTOM-83100	**DECALS , CALIFORNIA PROPOSTION 65**	NO OPTION - EPA / NON-CARB
1810-0043-CAB	**CAB , MISC COMPONENTS**	CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS
2000-4587-CAB	**STEERING COLUMN COVER, (RH)**	RH STEERING COLUMN COVER, LET2
2201-0118	**WINDSHIELD WIPERS**	WINDSHIELD WIPERS, SINGLE DRIVE
1802-0076	**CAB MOUNTING**	CAB MOUNTING - LET2/LNT STANDARD CAB
2003-0614-CAB	**HVAC , CAB**	HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING

INSTRUMENTATION		DESCRIPTION
9999-CUSTOM-144529	**CAB , BODY CONTROLS**	NO OPTION - BODY CONTROLS
9999-CUSTOM-143240	**DASH LAYOUT**	STANDARD DASH LAYOUT
9999-CUSTOM-82610	**RADIO LOCATION**	RADIO - MOUNTED ON RH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE
1809-0174-CAB	**CAB , OVERHEAD CONSOLE / RADIO**	OVERHEAD CONSOLE, RHD, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2
2100-3166-CAB	**CAB , ENGINE BRAKE**	ELECTRICAL, CUMMINS ENGINE COMPRESSION (JAKE) BRAKE CONTROLS
9999-CUSTOM-139409	**FUEL ACCESSORIES, CAB**	NO OPTION - FUEL ACCESSORIES, CAB
9999-CUSTOM-83327	**PUSHER/TAG CAB CONTROLS**	NO OPTION - PUSHER/TAG AXLE CAB CONTROLS
2202-24-3347	**CENTER CONSOLE**	CENTER CONSOLE, LET2
2202-0048-CAB	**INSTRUMENT CLUSTER**	INSTR ASSY;RHD;DIESEL;MPH;500K;STEEL;LET2
9999-CUSTOM-142590	**CAB , CAMERA**	NO OPTION - CAMERA

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

INSTRUMENTATION		DESCRIPTION
2100-3436-CAB	**ADAS**	ELECTRICAL, CAB, MOBILE EYE ADAS, LOW MOUNT
9999-CUSTOM-144605	**TELEMATICS**	NO OPTION - TELEMATICS
9999-CUSTOM-82622	**GAUGE, ENGINE OIL TEMPERATURE**	NO OPTION - ENGINE OIL TEMP GAUGE - CAB
9999-CUSTOM-82625	**GAUGE, TRANSMISSION TEMP**	NO OPTION - TRANSMISSION TEMP GAUGE
9999-CUSTOM-142605	**GAUGE, AIR SUSPENSION**	NO OPTION - AIR SUSPENSION PRESSURE GAUGE
9999-CUSTOM-142607	**GAUGE, BRAKE APPLICATION**	NO OPTION - BRAKE APPLICATION GAUGE
9999-CUSTOM-82626	**GAUGE, MISC OPTIONS**	NO OPTION - MISC GAUGES
2100-3164-CAB	**CAB , INTERAXLE BUZZER/ALARM**	IN CAB BUZZER W/INTERAXLE DIFF LOCK ENGAGED
9999-CUSTOM-82517	**CAB , FLASHER OPTIONS**	NO OPTION - FLASHERS
2100-2265-CAB	**CAB , 12V POWER OPTIONS**	2-WAY RADIO WIRE ROUTED TO OVERHEAD CONSOLE, 30 AMPS
2100-3219-CAB	**CAB , 12V POWER OPTIONS**	DISABLE AM/FM RADIO IN REVERSE
2100-3129-CAB	**CAB , 12V POWER OPTIONS**	2-WAY RADIO WIRING COILED IN CENTER DASH, 30 AMPS
2000-4582	**AIR HORN**	AIR HORN, DUAL TONE, UNDER CAB
2000-4582-CAB	**CAB , AIR HORN**	AIR HORN, DUAL TONE, UNDER CAB
2100-3186-CAB	**CAB , WHEEL DIFF LOCK CONTROLS**	TANDEM AXLE, WHEEL DIFF LOCK CONTROLS, W/ IN-CAB BUZZER
9999-CUSTOM-142070	**AIR SUSPENSION DUMP VALVE, CONTROLS**	NO OPTION - AIR SUSP DUMP VALVE, CAB

LIGHTING		DESCRIPTION
9999-CUSTOM-144528	**BACK OF CAB LIGHTS**	NO OPTION - BOC LIGHTING

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

LIGHTING		DESCRIPTION
2100-2874-CAB	**INTERIOR LIGHTS**	ADDITIONAL DOME LIGHTS OVER LH & RH SEAT POSITIONS, ON-OFF SWITCH, LED
9999-CUSTOM-82518	**ROOF/VISOR LIGHTS**	NO OPTION - CAB LIGHTING
9999-CUSTOM-144530	**STROBE LIGHTS**	STANDARD CAB INDICATOR LIGHTS

DOORS/MIRRORS		DESCRIPTION
9999-CUSTOM-143942	**DOOR INTERIOR STYLE**	STEEL DOOR PANELS
1803-0087-CAB	**CAB , DOOR (LH)**	STANDARD DOOR, LH
1804-0086-CAB	**CAB , DOOR (RH)**	STANDARD DOOR, RH
9999-CUSTOM-82515	**CAB , DOOR SAFETY BELT**	NO OPTION - DOOR SAFETY STRAP
1806-1332-CAB	**CAB , MIRROR (LH)**	LH MIRROR - RETRACT, 16 X 7 FLAT, HEATED, SS
1808-0120-CAB	**CAB , MIRROR (RH)**	MIRROR ASSY-RH-RETRAC, 16X7, HEATED, STANDARD DOOR
1806-1309-CAB	**CAB , MIRROR, SPOT**	MIRROR, SPOT - (1) LH / (1) RH BOTTOM MIRROR ARM, 7X8 RECTANGULAR, BLACK PLASTIC, NON-HEATED
9999-CUSTOM-82673	**CAB , MIRROR, LOOK DOWN**	NO OPTION - LOOK DOWN MIRROR
9999-CUSTOM-82619	**CAB , MODIFICATION (LH DOOR)**	NO OPTION - CAB MODIFICAION (LH DOOR)
9999-CUSTOM-82620	**CAB , MODIFICATION (RH DOOR)**	NO OPTION - CAB MODIFICAION (RH DOOR)

CAB SEATS		DESCRIPTION
9999-CUSTOM-82616	**CAB , SEAT MATERIAL**	SEAT - ASPHALT CLOTH
2001-0501-CAB	**CAB , SEATS (LH)**	LH SEAT - SEARS SENTRY, AIR RIDE, ASPHALT CLOTH, ADJ. LUMBAR / ISOLATOR / SKIRT, LET2
2011-0280-CAB	**CAB , SEATS (RH)**	RH SEAT - SEARS SENTRY, AIR RIDE, ASPHALT CLOTH, ADJ. LUMBAR / ISOLATOR / SKIRT, LET2
9999-CUSTOM-82612	**CAB , SEAT (CENTER BENCH)**	NO OPTION - CENTER BENCH SEAT, LET2
2000-4773-CAB	**CAB , SEAT BELTS (LH)**	SEAT BELT, ORANGE, LH SIDE, AIR RIDE SEAT, LET2
2000-4857-CAB	**CAB , SEAT BELTS (RH)**	SEAT BELT, ORANGE, RH SIDE, AIR RIDE SEAT, LET2

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

CAB SEATS		DESCRIPTION
2000-4786-CAB	**CAB , SEAT ADJUSTABLE SHOCK (LH)**	ADJUSTABLE SEAT SHOCK, LH SEARS SENTRY/DLX SEAT
2000-4861-CAB	**CAB , SEAT ADJUSTABLE SHOCK (RH)**	ADJUSTABLE SEAT SHOCK, RH SEARS SENTRY/DLX SEAT
9999-CUSTOM-82808	**CAB , SEAT (LH), RH ARMREST**	NO OPTION - RH ARMREST, LH SEAT
9999-CUSTOM-82809	**CAB , SEAT (RH), LH ARMREST**	NO OPTION - LH ARMREST, RH SEAT

AIR PIPING		DESCRIPTION
2502-0801	**AIR DRYER**	AIR DRYER, BENDIX, AD9EP, LH REAR/RH FRT/LH INSIDE SILL FRT
1910-0464	**AIR PIPING, AIR DRYER**	AIR DRYER PIPING - AD9EP/AD-IP, LH STA. 80 INSIDE SILL / FRONT
2502A-24-4210	**AIR GOVERNOR**	PIPING ASSEMBLY, AIR GOVERNOR COMPRESSOR MOUNTED L9/N
1503-2859	**AIR PIPING, FRAME SUPPORTS**	FRAME AIR PIPING SUPPORTS, >190" WB, TANDEM AXLE, DOUBLE SILLS
1906-0896	**AIR PIPING, FRAME**	FRAME AIR PPG, LET ICE, IN FRAME (2) 32", RH UNDER FRAME (1) 32"
9999-CUSTOM-83325	**AIR PIPING, PUSHER/TAG AXLE**	NO OPTION - PUSHER/TAG AXLE AIR PIPING
9999-CUSTOM-82502	**OPTIONAL AUTOMATIC DRAIN VALVES**	NO OPTION - DRAIN VALVES
9999-CUSTOM-82670	**MANUAL DRAIN VALVES**	CENTRALIZED DRAIN COCKS, BBOX MOUNTED
9999-CUSTOM-82501	**OPTIONAL CHARGE VALVE**	NO OPTION - CHARGE VALVE
9999-CUSTOM-82503	**GLADHANDS**	NO OPTION - GLADHANDS
9999-CUSTOM-83070	**AIR PIPING, RDS,209 TRACTION ASSIST**	NO OPTION - RDS-209 TRACTION ASSIST
1908-0088	**AIR PIPING, REAR AXLE**	AIR PIPING, TANDEM REAR AXLE
1907-0462-CAB	**CAB , AIR PIPING**	CAB AIR PIPING, RHD ONLY, SIT-DOWN SEATING, RH FOOTREST, LET2/LET2CC
1908-0088-CAB	**CAB AIR PIPING, REAR AXLE**	CAB AIR PIPING, TANDEM REAR AXLE, 4S/4M
9999-CUSTOM-144155	**AIR PIPING, ALCOHOL INJECTOR**	NO OPTION - ALCOHOL EVAPORATOR

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

ELECTRICAL		DESCRIPTION
2101-0645	**12V BATTERIES**	BATTERY BOX - (3) 925 CCA BATTERIES, DISC. SWITCH, PLASTIC COVER
2000-4842	**ELECTRICAL, BATTERY CABLES**	BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX LH 50/62, DISC SWITCH
9999-CUSTOM-143799	**BATTERY DCS , INDICATOR LIGHT**	NO OPTION - DCS PILOT LIGHT
2100-3337-CAB	**BATTERY DCS , MARKER LIGHTS**	BATTERY DISC SWITCH, WIRED TO FAR RH SIDE MARKER LIGHT
2100-3186	**ELECTRICAL, AXLE DIFF LOCK CONTROLS**	TANDEM AXLE, WHEEL DIFF LOCK CONTROLS, W/ IN-CAB BUZZER
2100-2983	**ELECTRICAL, POWER FEED HARNESS**	ELECTRICAL, POWER FEED, L9/X12, LH UP TO STA. 50
2103-0293	**ELECTRICAL, ENGINE**	ELECTRICAL, ENGINE, CUMMINS L9, 500K BAUD
2100-3522	**ELECTRICAL, BASE, CHASSIS**	ELECTRICAL ASSY: BASE CHASSIS EC-80 500K, AUTOCRAFT, LNT/LET2
9999-CUSTOM-82837	**ELECTRICAL, TRANSMISSION RETARDER**	NO OPTION - TRANSMISSION RETARDER, CHASSIS
2100-3347-CAB	**CAB , BASE ELECTRICAL**	ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT
2100-3351-CAB	**CAB, ELECTRICAL , DOOR WINDOWS**	CAB, ELECTRICAL, POWER WINDOWS, 3 SWITCHES
9999-CUSTOM-82838	**CAB, ELEC , TRANS RETARDER**	NO OPTION - TRANSMISSION RETARDER, CAB
9999-CUSTOM-82614	**ELECTRICAL, JUMP START**	NO OPTION - JUMP START
2000-2215	**BACK,UP ALARM**	BACK-UP ALARM, ECCO 575, 107DB
9999-CUSTOM-82514	**ELECTRICAL, TRAILER**	NO OPTION - TRAILER ELECTRICAL
9999-CUSTOM-142610	**SENSOR , AIR SUSPENSION**	NO OPTION - AIR SUSPENSION PRESSURE GAUGE
9999-CUSTOM-142612	**SENSOR , BRAKE APPLICATION**	NO OPTION - BRAKE APPLICATION GAUGE
9999-CUSTOM-82621	**SENSOR , ENGINE OIL TEMP GAUGE**	NO OPTION - ENGINE OIL TEMP SENSOR
9999-CUSTOM-		

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

ELECTRICAL		DESCRIPTION
83008	**SENSOR , MISC GAUGES**	NO OPTION - MISC GAUGES, CHASSIS

PAINT		DESCRIPTION
356-0322	**PAINT, CAB**	PAINT, CAB, STANDARD WHITE, G2-3460715-A
9999-CUSTOM-140265	**PAINT, CAB VISOR**	CAB VISOR SAME COLOR AS CAB
9999-CUSTOM-83308	**PAINT, CAB STRIPES**	NO OPTION - CAB STRIPES
9999-CUSTOM-83309	**PAINT, CLEAR COAT**	NO OPTION - CAB CLEAR COAT
356-0323	**PAINT, CHASSIS**	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	**PAINT, BUMPER**	PAINT, BUMPER - STANDARD BLACK, G2-2B1738
9999-CUSTOM-143017	**PAINT, WINDSHIELD GUARD**	NO OPTION - WINDSHIELD GUARD PAINT

WARRANTY		DESCRIPTION
306A-0001	**WARRANTY, CHASSIS**	WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE
306A-0041	**WARRANTY, ENGINE**	WARRANTY, CUMMINS STANDARD, 2 YEAR
9999-CUSTOM-83306	**WARRANTY, ENGINE MAJOR COMPONENTS**	NO OPTION-WARRANTY, MAJOR COMPONENTS
9999-CUSTOM-83307	**WARRANTY, AFTERTREATMENT**	WARRANTY, CUMMINS STANDARD, 2 YEAR
306A-0013	**WARRANTY, TRANSMISSION**	WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD
306A-0022	**WARRANTY, DRIVE AXLE**	WARRANTY, STANDARD

CUSTOM OPTIONS		DESCRIPTION
9999-CUSTOM-83331	**CUSTOM OPTIONS**	NO OPTION - CUSTOM OPTIONS
9999-CUSTOM-145612	**REWORK**	NO OPTION - REWORK

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

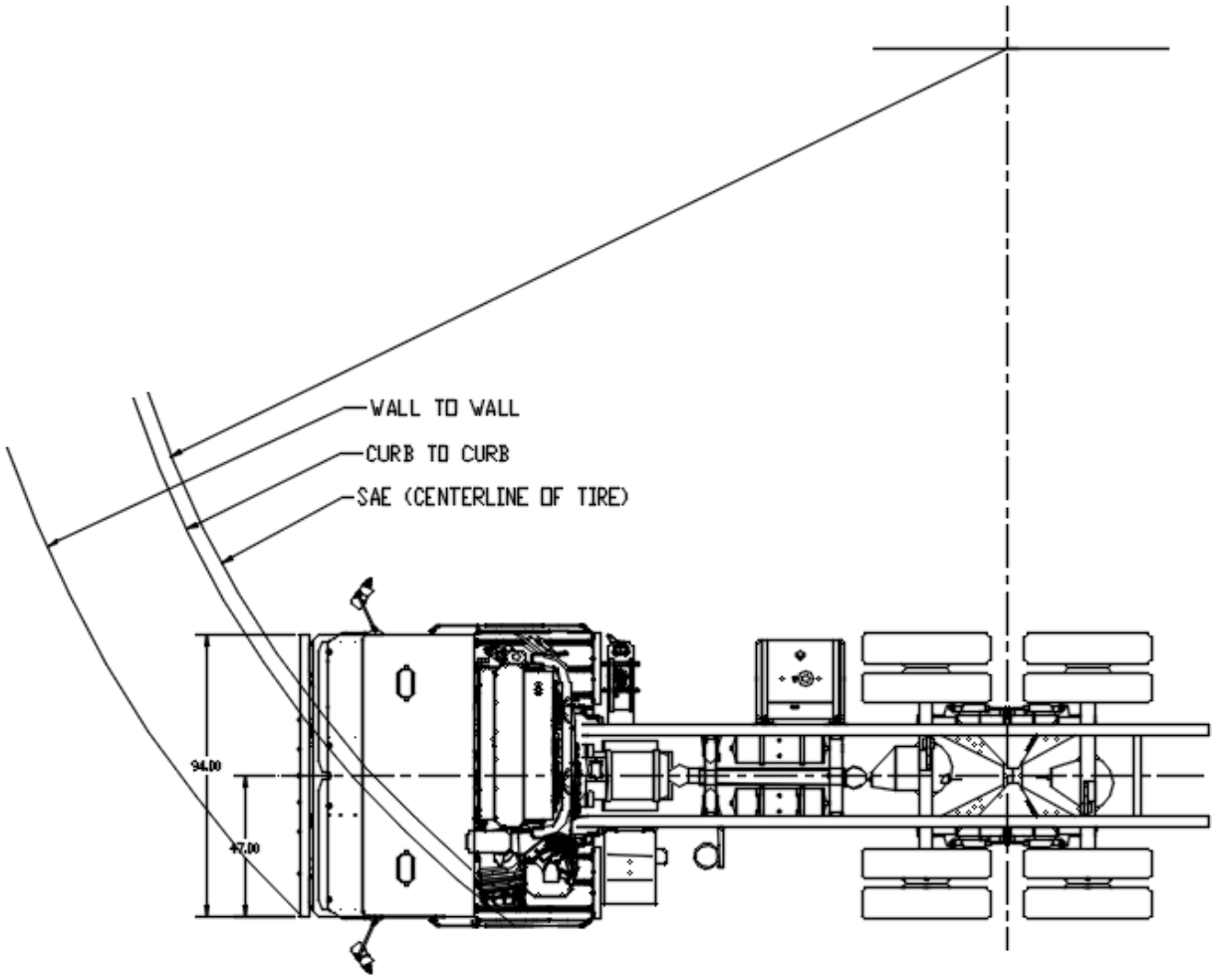
VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		RAIDER (LET2)
ENGINE		CUMMINS 2024 L9, 350 HP W/ENGINE BRAKE, 4500 SERIES TRANSMISSION, MODINE RADIATOR, LET2
PEAK POWER	HP	350
PEAK TORQUE	NM	1050 @ 1200
TRANSMISSION		TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

NAME	FRONT	PUSHER	FRONT DRIVE	LAST DRIVE	TAG
MODEL (LBS.)	D2000F		D46-170HP	D46-170HP	
AXLE (LBS.)	20,000		23,000	23,000	
SUSPENSION (LBS.)	20,000		23,000	23,000	
WHEELS (LBS.) / QTY / TOTAL (LBS.)	10,000 / 2 / 20,000		10,000 / 4 / 40,000	10,000 / 4 / 40,000	
TIRES (LBS.) / QTY	10,000 / 2 / 20,000		9,090 / 4 / 36,360	9,090 / 4 / 36,360	
GAWR (LBS.)	20,000		23,000	23,000	
WEIGHT (+/- 5%, LBS.)	11,712		3,342	3,342	
				CHASSIS GVWR (LBS.)	66,000
				ENGINE APPLICATION GVWR (LBS.)	66,000
				TRANSMISSION APPLICATION GVWR (LBS.)	80,000
				TRUCK GVWR (LBS.)	66,000
				AVAIL GVWR (LBS.)	47,605

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

COMPONENT	LOCATION
DIESEL FUEL TANK	LH STA. 80/104
DEF TANK	LH STA. 32/38
BATTERY CABLES	LH STA. 50/62
AIR GOVERNOR	COMPRESSOR MOUNTED
AIR DRYER	LH STA. 80 INSIDE SILL / FRONT
AIR TANKS DRILLING	122/140
AIR TANKS DRILLING(PERP)	-
AIR TANKS	IN FRAME (2) 32", RH UNDER FRAME (1) 32"
LIFT AXLE AIR TANKS	-
DRAIN VALVES	UNDER BBOX
TCM LOCATION	RH STA. 50, INSIDE
CB DRILLING LOCATION	101.45
DISCONNECT SWITCH LOCATION	REAR MOUNTED



1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	38
CURB-TO-CURB (FT)	39
WALL-TO-WALL (FT)	41

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)	
FRONT AXLE GROUND LOAD (LBS)	11,712
REAR AXLE GROUND LOAD (LBS)	6,683
TOTAL VEHICLE WEIGHT (LBS)	18,395

FRAME MEASUREMENT	VALUE	UNIT
CA/CT (CAB-TO-AXLE)	194	INCHES
AF (AFTER FRAME)	85	INCHES
WHEELBASE (WB)	218	INCHES
FRAME SILL LENGTH	30	INCHES
PUSHER/TAG SPACING	0	INCHES
BUMPER TO FRONT AXLE (BA)	72	INCHES

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

SPECIFICATION	VALUE	UNIT
GRADEABILITY	29.26%	INCHES
WHEELSLIP	3.56	INCHES
ACCELERATION RATE	11.28	INCHES
STARTABILITY	46.43%	INCHES
GEARED SPEED (MPH)	68.76	INCHES

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

LOCATION	SELECTION
BATTERY BOX	PC BLACK
BUMPER	STANDARD BLACK
CAB	STANDARD WHITE
CAB CLEAR COAT	N/A
CAB STRIPES	N/A
CAB WINDSHIELD GUARD	N/A
CHASSIS	STANDARD BLACK
FRONT WHEELS	PC WHITE
FUEL TANK	BRUSHED ALUMINUM
REAR WHEELS	PC WHITE

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

CHANGE AND CANCELLATION POLICY

Greater than 16 weeks from Production Date
Changes will be considered in all categories.

Less than 4 weeks from Production Date
Minimal change to no change will be permitted inside of 4 weeks. Escalation of any “must have” change, should be escalated using the escalation process. Any late change in this time frame that is processed will be charged a $250 fee per change.

Custom Orders
No cancellations of custom chassis and uniquely specified orders will be accepted inside 16 weeks. A deposit of up to 25% may be required with a guaranteed purchase order for custom chassis.

All change and cancellation fees shall be automatically debited, via electronic means, through Automated Clearing House (ACH) transfers from the Customer directly to the Company in United States currency within fifteen (15) days of change or cancellation.

The chart below indicates the time “cut-offs” for change and cancellations.

Lead Time Chart (revised 2/9/2024)

Category	16+ weeks	16 Weeks	14 Weeks	8 Weeks	4 Weeks	< 4 weeks
Model	√	√	X	X	X	X
Frame	√	√	X	X	X	X
Engine Equipment	√	X	X	X	X	X
BEV Motor Equipment	√	X	X	X	X	X
Transmission Equipment	√	√	√	X	X	X
Battery Rack	√	X	X	X	X	X
Steer Axle	√	X	X	X	X	X
Drive Axle	√	X	X	X	X	X
Lift Axle	√	X	X	X	X	X
Tires / Wheels	√	√	√	√	X	X
Fuel	√	√	X	X	X	X
Chassis	√	√	X	X	X	X
Cab	√	√	√	X	X	X
Instrumentation	√	√	√	X	X	X
Doors/Mirrors	√	√	√	X	X	X
Cab Seats	√	√	√	X	X	X
Air Piping	√	√	X	X	X	X
Electrical	√	√	√	X	X	X
Paint	√	√	√	√	X	X
Warranty	√	√	√	√	√	X
Custom Options	√	X	X	X	X	X
Shipping Destination	√	√	√	√	X	X
Cancellations	√	√	X	X	X	X
Chart above only applies to options that are currently designed and available in configurator						

NOTES

1005964 BOND STOCK DUAL DRIVE L9 350 DCDL 46 REAR PROPOSAL

12/11/24 - Changed destination to Bond Equipment, freight charge $4,807. The new dealer price is $ 190,377 (AT)

Date 03-04-2025
Quote # 49
Quote Valid for 30 Days

Customer
Midland, City of

Address
1701 Orchard Ln, Midland, Texas 79701

Heil Of Texas

5900 Wheeler St.
Houston Texas 77023
713-923-7600

Sales Representative: Alejandro Romero Phone: Email: Alejandroromero@heiloftexas.com

Body Model	Size
Heil DuraPack Python	**28 Yard- DP Python**

Standard Equipment Features included	
• 5.2 yd3 hopper	• Select-O-Pack
• 108 in. Lift reach	• Arm rest
• Python Lift - 2-year limited structural warranty	• Lift reach warning
• Lift capacity up to 800 lbs.	• Backup alarm
• Street side access door with step and grab (includes Interlocks)	• Backup and license plate lights
• Under hopper liquid sump with 2 clean-out doors and steel rake	• LED Center mounted brake light
• Body service props for service hoist models	• LED Duplicate high and low mount stop, turn, and tail lights
• Tailgate service props	• LED Mid-body turn signals

• Hydraulic Shur-Lock™ tailgate locks	• LED FMVSS #108 clearance lights and reflectors
• O.I.G.A.I. Front mount tandem vane pump system	• ICC reflective tape
• Cushioned up and down with chrome-plated rods	• Rear mud flaps - anti-sail/anti-splash
• Chassis frame-mounted oil tank with level/temperature gauge and oil suction shut-off valve	• Rear under ride guard
• 3-micron return line filter with magnetic trap and in-cab filter bypass monitor	• Rear camera bracket and flood lights - reverse activated
• 100-micron suction line strainer	• Body undercoating
• Abrasion resistant hydraulic hoses	• Customer's choice of one color finish paint from Color Smart brochure
• In-cab packing controls, electric/air	• Standard 1-year (2,000 hours of operation) warranty

• In-cab lift controls, air/electric, joystick	• ANSI Z 245.1-2012 compliant
• In-cab controls for eject models, electric/air	• Cavity coat and joint sealer
• In-cab tailgate controls, air	• Remote packer lube kit
• Programmable Controller with InSight™ diagnostic display and standard lift cycle counter	• 5 lb. in-cab fire extinguisher
• Severe Duty Packer wear bar kit -Hopper only	• Corrosion resistant hydraulic tubes that conform to ASTMB117
• Safety triangle	• In-cab function and indicator lights

Options
Full Factory Mount
Serviceable Eject
TriCuff Grabber - handles a variety of 30 to 110 gallon square, rectangular and round semi-automated and automated carts
Operate-in-gear-at-idle (OIGAI) Front Mount Tandem Vane Pump

Option
Hopper Work Light Kit - LED - One light - Mounted in the Hopper
Multi-Function LED Strobe / Turn Lamps
Body Side Backing Assist Lights mounted front body bolster - reverse activated

Option
Strobe Light, Amber - in-cab switch, pump on, and reverse activated - mounted lower tailgate
Remote Lift Controls - mounted under seat on right hand side*
Hopper and Body Floor Liner (3/16" - 150,000 psi)
Hopper Hood
Manual Hopper Cover for use with Hopper Hood
20 lb. Fire Extinguisher with Bracket
Retainer Teeth in Body
Upgraded Base 3rd Eye Dual Camera System with 9" monitor which includes digital grabber guidelines, Dual Cameras, One mounted Rear View and one Grabber Camera Mounted On The Side Of The Hopper. This Kit Also Includes the Integrated grabber work light kit. Hopper work light not included and must be ordered from the electrical options is needed.
Add on 3rd Eye Camera (Hopper) - Camera System Price Adder (Only available if base camera is selected)
Five (5) Year Infinity Cylinder Only Warranty - (Months 13-60) (Maximum 10,000 hours of operation)

Custom Options

Total Quote Price **215,453.52**

TERMS AND CONDITIONS

1. General

No terms or conditions of Buyer's purchase order which is different from or in additions to Seller's terms and conditions set forth herein shall bind Seller unless expressly agreed to in writing by Seller's duly authorized representative. Buyer's acceptance of any offer made by Seller is expressly limited to the terms and conditions provided herein. Unless otherwise stated, Seller's quotation may be modified or withdrawn prior to acceptance, and in any event, shall expire after 30 days from its date. This order is not binding on TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXAS unit officially approved. The said machinery, equipment and/or parts are ordered and will be purchased subject to written contract only, and are not affected by any verbal representations of agreements, nor is this order subject to cancellation by the Purchaser without the Seller's consent.

2. Price and Payment

a) Price quoted herein are exclusive of all taxes. Any taxes levied or which ma become due, and other charges or assessments made by any taxing authority in connection with this contract or the sale, except those measured by Seller's net income, shall be expense of the Buyer and shall be payable to Seller at or before such tax or other amount is due. When Buyer is entitled to exemption from any tax, Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

b) Interest at the rate of one and one-half per cent (1.5%) per month (18% per annum), or the maximum lawful rate allowable, will be charged, whichever is less, on all past due invoices. The undersigned agrees to pay all expenses, charges, costs and fees, including , without limitation, attorney's fees and expenses, of any nature whatsoever paid or incurred by, or on behalf of TEXAN WASTE EQUIPMENT INC. dba HEIL OF TEXS, in connection with any collection action brought hereunder. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provision or any other part of this Agreement.

c) TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall retain ownership of and title to the above machinery, equipment and parts covered by this order until fully paid for in cash and until any note given in evidence of indebtedness, and any renewals thereof, have been fully paid. If any such note is not paid in full at its maturity, all other notes and obligations given in evidence of indebtedness hereof shall at once become due, and the said TEXAN WASTE EQUIPMENT dba HEIL OF TEXAS, shall have the right to take possession of said machinery wheresoever it may be situated and sell the same pursuant to the conditional sales statutes of the State of Texas.

3. Delivery

a) If within 5 days after receipt of the goods, Buyer fails to notify the Seller in writing of any non-conforming goods, Buyer shall be deemed to have accepted the goods delivered.

b) Deliveries dates are estimated and not guaranteed by Seller and, in any event are conditioned upon receipt of all specifications and other data required to be furnished by the Buyer.

c) If shipment or delivery is delayed because of an act or omission of the Buyer, payment shall be due upon notification by Seller that goods are ready for shipment. Buyer shall pay any additional charges including, but not limited to, cost of storage, handling, and insurance.

4. WARRANTY AND LIMITATIONS OF LIABILITY

ANY EXPRESS WRITTEN WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT DESCRIBED IN THIS QUOTATIONS IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTIVE GOODS, SELLER'S NEGLIGENCE,

BREACH OF WARRANTY OR CONTRACT, OR CLAIMS BASED UPON STRICT LIABILTIY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES COMMERCIAL IN NATURE.

5. Delays

Sellers shall not be liable for the failure or delay in performance of any term, condition, or obligation hereunder due to any cause beyond the Seller's control, including but not limited to Acts of God, acts of the Buyer, war, insurrections or riots, fires, floods, accidents, acts, order or regulations of any government, inability to obtain necessary materials, services or facilities, strikes or other labor troubles.

6. Development Changes

Changes in design, specifications, construction or materials, may be made at Seller's discretion, and without Buyer's consent, where such changes do not materially affect price, delivery or guaranteed performance (if any) of the goods, or make unusable any other item of goods furnished hereunder.

7. Termination

No order may be terminated without Seller's written consent. Upon any termination Buyer shall pay reasonable termination charges, including but not limited to, manufacturing and sales costs, overhead, cost or goods and profit.

8. Miscellaneous

This agreement shall be binding upon the successors and assigns of the parties. If any provision herein is found to be invalid as a matter of law or by public policy, it shall be considered severed from the remainder of the provisions which shall remain in full force and effect. This agreement shall be governed by

the law of the State of Texas.

ALL PRICES SUBJECT TO ANY APPLICABLE FEDERAL OR STATE TAXES AND TITLING FEES. QUOTE SUBJECT TO REVISION AFTER 15 DAYS.

NOTE: Please read carefully. This quote becomes a sales order if signed by customer. Your order will be processed as written! Notify of any changes needed within five (5) days of signing. Financing available, subject to credit approval. I have read and understand the terms and conditions on this Order.

X

Date

Customer Approval to Process Order Date

Thank you for the opportunity to earn your business!

New

City Council Meeting

Item Number: 6.
Meeting Date: January 13, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBSS & TODD, INC. IN AN AMOUNT NOT TO EXCEED $250,000.00 FOR WATER SYSTEM SUPERVISORY CONTROL AND DATA ACQUISITION SUPPORT SERVICES; AND AUTHORIZING PAYMENT FOR SAID CONTRACT

Purpose:
Resolution authorizing a professional services agreement for Water System SCADA Support Services with Enprotec / Hibbs & Todd, Inc. for a cost not to exceed $250,000.00.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Utilities Fund Budget.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Resolution 2025-074 approved the selection of Enprotec / Hibbs & Todd, Inc., for performance of on-call engineering support services for the Utilities Department. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution authorizing a professional services agreement for Water System SCADA Support Services with Enprotec / Hibbs & Todd, Inc. for a cost not to exceed $250,000.00.

Attachments:
A. SCADA System Supporting Memo 2025-2026 (002)
B. RESOLUTION W EXH - Authorize PSA - Water System SCADA Support Services Reso w Exh
C. PSA 26001329 Water System SCADA Support Services Enprotech Hibbs & Todd

Erika Munoz, General Services Created/Initiated - 12/29/2025

Regina Stephenson, General Services	Approved - 12/30/2025
Christy Weakland, Finance	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/6/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026

INTEROFFICE MEMORANDUM

TO: Regina Stephenson, Director of General Services

FROM: Raymond Saddler, Operations Manager Water Purification & Production Plant

SUBJECT: SCADA Support Services for FY2026

DATE: December 18, 2025

The recommendation for the SCADA Support Services are as follows:

Items 1: SCADA Support Services Contract Enprotec/Hibbs & Todd, Inc.

Signature-Automaton will provide ongoing SCADA support for the Water Treatment Plants Operational Control systems hardware and software. This is a vital service to maintain the functionality of our control systems, they will provide all critical SCADA system maintenance and upgrades per the Cities pertinent needs and demands.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBSS & TODD, INC. IN AN AMOUNT NOT TO EXCEED $250,000.00 FOR WATER SYSTEM SUPERVISORY CONTROL AND DATA ACQUISITION SUPPORT SERVICES; AND AUTHORIZING PAYMENT FOR SAID CONTRACT

WHEREAS, Resolution 2025-074 approved the selection of Enprotec / Hibbs & Todd, Inc. for performance of on-call engineering support services for the Utilities Department; and

WHEREAS, the Utilities Department has selected Enprotec / Hibbs & Todd, Inc. to provide water system supervisory control and data acquisition ("SCADA") support services; and

WHEREAS, Enprotec / Hibbs & Todd, Inc. has proposed to perform said professional services for a total not to exceed cost of $250,000.00; and

WHEREAS, the City Council finds that Enprotec / Hibbs & Todd, Inc. is qualified to perform said professional services; and

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

WHEREAS, the City Council finds that Enprotec / Hibbs & Todd, Inc. provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Enprotec / Hibbs & Todd, Inc. as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fees for the services;

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 professional services agreement with Enprotec / Hibbs & Todd, Inc. for said water system SCADA support services. Said agreement 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 funds shall be available in the Utilities Fund Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Enprotec / Hibbs & Todd, Inc., in accordance with the terms of said professional services agreement upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

PROFESSIONAL SERVICES AGREEMENT
26001329

THIS AGREEMENT is made and effective the 14th day of January 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Enprotec / Hibbs & Todd, Inc. , ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties.*"

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide Water System SCADA Support Services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $ 250,000.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from January 14, 2026 until January 12, 2027 unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services 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 all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services 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 nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall 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 policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle 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 Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services 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 that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article 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 and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY 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.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Enprotec/ Hibbs & Todd, Inc.
402 Cedar St.
Abilene, TX 79601

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, 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. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such 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 contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002, 2274.002 and 2276.002 apply to this Agreement, COMPANY hereby verifies:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. 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 AGREEMENT, 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.

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 AGREEMENT, 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.

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 AGREEMENT. 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 AGREEMENT, 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 XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

EXHIBIT "A"
PSA for General Services #20025-074
TASK ORDER NO. 03

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and Enprotec / Hibbs & Todd, Inc. ("COMPANY"), dated June 23, 2025 ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 03
PROJECT NAME: Water System SCADA Support Services

PART 1.0 PROJECT DESCRIPTION:
COMPANY will provide Supervisory Control and Data Acquisition (SCADA) Services through the City's Integrator (Signature Automations) for the City's Water System on an as needed basis.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:
COMPANY will provide SCADA maintenance and support services as requested and directed by the City for the water system infrastructure. Services include but are not limited to virtual inspection of SCADA equipment, software upgrades, remote programming and configuration modifications, and virtual training of City personnel. A copy of the SCADA Integrators Proposal is attached to this Task Order.

PART 3.0 PERIODS OF SERVICE:
September 2025 – September 2026

PART 4.0 PAYMENTS TO COMPANY:
Compensation will be based upon an hourly and reimbursable basis in accordance with the Schedule of Charges attached to this Task Order with the total compensation not to exceed $250,000.00.

PART 5.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS	ENPROTEC / HIBBS & TODD, INC.
"CITY"	"COMPANY"
BY: _____	BY: 10/2/25
NAME: _____	NAME: Colden S. Rich, P.E.
TITLE: _____	TITLE: Vice President
ADDRESS: P. O. Box 1152 Midland, TX 79702	ADDRESS: 402 Cedar St. Abilene, TX 79601

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2025)

Charges include all salaries, salary expense, overhead, and profit.

Principal	$ 250.00 per hour
Senior Project Manager	220.00 per hour
Project Manager	190.00 per hour
Senior Engineer / Geologist	170.00 per hour
Project Engineer / Geologist	150.00 per hour
Staff Engineer I / Geologist I	130.00 per hour
Staff Engineer II / Geologist II	125.00 per hour
RPLS I	180.00 per hour
RPLS II	150.00 per hour
Operations Specialist / Regulatory Compliance Specialist	165.00 per hour
Contract Operator (Certified Class A/B Operator)	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	150.00 per hour
Engineering / Field Technician II	125.00 per hour
Engineering / Field Technician III	95.00 per hour
CAD I	145.00 per hour
CAD II	115.00 per hour
CAD III	80.00 per hour
Administrative	80.00 per hour
Survey Party	235.00 per hour - 3 man
	210.00 per hour - 2 man
	185.00 per hour - 1 man
Survey Tech 1	100.00 per hour
Survey Tech 2	80.00 per hour

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

January 1, 2025

SCADA INTEGRATOR AND PROGRAMMING SERVICES

Signature Automation (ENGINEER) will provide remote SCADA maintenance and programming support services as needed and as directed by the City of Midland (CITY). The work will be performed on a Time and Materials basis utilizing the billing rate structure included in EXHIBIT A. For each assignment directed by the CITY, ENGINEER will provide an estimate to complete and will await written authorization from the CITY prior to commencing the work for that assignment. In all cases, costs to perform the services assigned by the CITY shall not exceed the estimate provided by the ENGINEER for the respective assignment without prior written approval from the CITY.

Task 1 – Planned and Emergency Support

ENGINEER will provide SCADA software maintenance and support services as requested, as directed, and as defined by the CITY's primary point of contact. All services shall be provided remotely by ENGINEER's personnel. In the event programming changes are required, files will be transferred to the CITY as needed via e-mail or other means. Should remote connectivity be available, ENGINEER will connect directly to the SCADA system to make changes as appropriate.

Services are anticipated to include, but not be limited to: virtual inspection of SCADA equipment; advice on software upgrades; virtual performance of said upgrades; remote programming/configuration modifications to the SCADA system software; virtual SCADA-related training to CITY's personnel; assistance in documenting existing programs; control system design assistance and other technical assistance related to the SCADA systems within the CITY's facilities. No onsite work is anticipated for this assignment.

The services shall be performed on either a planned or emergency basis. Planned services are defined as services that are scheduled in advance with an agreement between CITY and ENGINEER on a reasonable start date for services. Emergency services are defined as services that are required without any advance notice and which require immediate response by the ENGINEER.

ENGINEER proposes a formal protocol for providing and defining services in connection with this agreement as follows:

Planned Services:

Planned services shall be scheduled with a minimum of one week of advanced notice. Unless otherwise scheduled and approved, Planned Services shall be performed between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday and will be performed via telephone support or remote connectivity to the control system, if available.

During normal business hours, the CITY shall contact ENGINEER to request support services. Should ENGINEER not be available at the time of the initial call, ENGINEER agrees to respond to the initial request for service by contacting the CITY's primary point of contact within 4 hours of the initial call. Actual services shall be performed at a time that is mutually agreeable to both parties, but in all cases, ENGINEER shall strive to commence performance of services within 10 business days of the date of the initial call from the CITY.

For each request for planned services, ENGINEER shall provide a preliminary cost estimate to complete the work. Work will not commence until authorized by the CITY. Each request for planned services will result in a minimum assessment of one hour towards the total invoiced amount to offset the costs of preparing the estimate to complete the assignment.

Emergency Services:

During non-business hours or when CITY requires assistance immediately, CITY shall contact ENGINEER to request assistance. At the time of the initial call, CITY shall indicate to ENGINEER the urgency of the problem and will email a description of the problem with details of any resolution efforts that have already been made. ENGINEER will attempt to diagnose the problem via telephone or by connecting via remote access to the SCADA system.

Each CITY request for Emergency Services will result in a minimum assessment of one hour towards the total invoiced amount.

For desired service, the CITY shall contact ENGINEER's primary point of contact to coordinate the effort. Should the primary point of contact not be available, CITY shall contact ENGINEER's secondary point of contact as listed below.

Primary Point of Contact	Secondary Point of Contact
Matt Friend E-mail: mefriend@sig-auto.com Office Phone: 469-619-1241 Mobile Phone: 786-208-0961	Marcelo Avendano, PE E-mail: mravendano@sig-auto.com Office Phone: 469-619-1241 Mobile Phone: 512-650-7160

For all assignments, the responsibilities of the ENGINEER are as follows:

A. For each request for service received from CITY, ENGINEER shall provide a Summary Report that will detail the date and time of the initial call, details of the request for service and details of the action taken to address the service requested. These summary reports will be included with each monthly report and invoice.

B. Should software changes be warranted as a result of the service provided, ENGINEER shall apprise CITY at the time of the service so that appropriate backups of the changes can be made and so that existing documentation can be updated. At the CITY's option, ENGINEER can provide services to backup and/or update the existing software and update the existing documentation as part of the service request.

DELIVERABLES

- Deliverables shall be defined for each assignment based on the work defined in each individual request by the CITY for service.

Assumptions

For the purposes of developing the costs associated with this effort, ENGINEER has assumed the following:

a. CITY will provide access to CITY's vendor support network including access numbers, contact numbers, and related vendor support agreement contract information.
b. CITY will provide a single point of contact to coordinate and assign the work to be performed.
c. CITY shall assume responsibility for impact to any existing warranties for equipment on which CITY directs the performance of services for this contract.
d. CITY will provide at no additional costs to ENGINEER, copies of all pertinent documentation related to the existing control system.
e. The CITY's point of contact assigned to this project will coordinate with appropriate individuals for review of the work provided.
f. ENGINEER shall invoice the CITY for each task performed based on the billing rates shown in EXHIBIT A. Invoices will be provided on a monthly basis for work performed during the previous month.
g. ENGINEER reserves the right to escalate rates by no more than 3% for each calendar year should the work extend beyond a single calendar year. Expenses incurred shall be included on all invoices at cost plus 10%.

2025 Time & Materials Billing Rates

ATTACHMENT A

The labor rates and charges shown herein apply to all "Time & Materials" based assignments for the 2025 calendar year.

I. LABOR RATES

Services shall be available at the hourly rates shown below. Rates include all payroll taxes, benefits, overhead and profit. Straight time will be billed for hours worked during normal business hours and for normal eight (8) hour days, Monday thru Friday. Overtime rates at one and a half (1.5) times the hourly rate for hourly employees denoted with an "*" shall apply for all hours worked in excess of the normal eight (8) hour day and for all hours worked on Saturdays and Sundays. Services performed on normal Holidays shall be charged at two (2) times the published hourly rate. Emergency rates at one and a quarter (1.25) times the published straight time hourly rate based on definition of emergency services in scope of work.

ROLE/TITLE	Straight Time Hourly Rates
Principal	$250.00
Senior Professional Engineer/Project Manager	$230.00
Professional Engineer/Project Manager	$200.00
Engineer III	$175.00
Engineer II	$145.00
Engineer I	$125.00
Senior Control System Programmer	$195.00
Control System Programmer III	$175.00
Control System Programmer II	$140.00
Control System Programmer I	$125.00
Principal IT Consultant	$245.00
Senior IT Consultant	$195.00
IT Consultant II	$170.00
IT Consultant I	$145.00
Senior Engineering Aide	$110.00
Engineering Aide II	$100.00
Engineering Aide I*	$ 95.00
Senior Drafter/Designer*	$115.00
Drafter/Designer *	$100.00
Engineering Intern*	$ 90.00
Senior Project Administrator/Accountant	$ 110.00
Project Administrator/Accountant*	$ 85.00

II. TRAVEL EXPENSES

All travel expenses in support of the work provided on a time and materials basis shall be billed at cost plus ten (10) percent. Mileage will be invoiced at the current US General Services Administration (GSA) rates.

III. ESCALATION OF RATES

For time and material contracts that extend beyond the 2025 calendar year, labor rates shall escalate every year by a maximum of 3% per year.

PROFESSIONAL SERVICES AGREEMENT
26001329

THIS AGREEMENT is made and effective the 14th day of January 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Enprotec / Hibbs & Todd, Inc. , ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties.*"

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall provide Water System SCADA Support Services (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $ 250,000.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from January 14, 2026 until January 13, 2027 unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services 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 all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services 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 nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall 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 policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle 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 Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services 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 that name the City of Midland as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article 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 and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY 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.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Enprotec/ Hibbs & Todd, Inc.
402 Cedar St.
Abilene, TX 79601

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, 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. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such 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 contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002, 2274.002 and 2276.002 apply to this Agreement, COMPANY hereby verifies:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. 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 AGREEMENT, 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.

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 AGREEMENT, 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.

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 AGREEMENT. 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 AGREEMENT, 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 XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

EXHIBIT "A"
PSA for General Services #20025-074
TASK ORDER NO. 03

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and Enprotec / Hibbs & Todd, Inc. ("COMPANY"), dated June 23, 2025 ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 03
PROJECT NAME: Water System SCADA Support Services

PART 1.0 PROJECT DESCRIPTION:
COMPANY will provide Supervisory Control and Data Acquisition (SCADA) Services through the City's Integrator (Signature Automations) for the City's Water System on an as needed basis.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:
COMPANY will provide SCADA maintenance and support services as requested and directed by the City for the water system infrastructure. Services include but are not limited to virtual inspection of SCADA equipment, software upgrades, remote programming and configuration modifications, and virtual training of City personnel. A copy of the SCADA Integrators Proposal is attached to this Task Order.

PART 3.0 PERIODS OF SERVICE:
September 2025 – September 2026

PART 4.0 PAYMENTS TO COMPANY:
Compensation will be based upon an hourly and reimbursable basis in accordance with the Schedule of Charges attached to this Task Order with the total compensation not to exceed $250,000.00.

PART 5.0 OTHER:

This Task Order is executed this _____ day of _____, 20___.

CITY OF MIDLAND, TEXAS "CITY"	ENPROTEC / HIBBS & TODD, INC. "COMPANY"
BY: _____	BY: 10/2/25
NAME: _____	NAME: Colden S. Rich, P.E.
TITLE: _____	TITLE: Vice President
ADDRESS: P. O. Box 1152 Midland, TX 79702	ADDRESS: 402 Cedar St. Abilene, TX 79601

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2025)

Charges include all salaries, salary expense, overhead, and profit.

Principal	$ 250.00 per hour
Senior Project Manager	220.00 per hour
Project Manager	190.00 per hour
Senior Engineer / Geologist	170.00 per hour
Project Engineer / Geologist	150.00 per hour
Staff Engineer I / Geologist I	130.00 per hour
Staff Engineer II / Geologist II	125.00 per hour
RPLS I	180.00 per hour
RPLS II	150.00 per hour
Operations Specialist / Regulatory Compliance Specialist	165.00 per hour
Contract Operator (Certified Class A/B Operator)	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	150.00 per hour
Engineering / Field Technician II	125.00 per hour
Engineering / Field Technician III	95.00 per hour
CAD I	145.00 per hour
CAD II	115.00 per hour
CAD III	80.00 per hour
Administrative	80.00 per hour
Survey Party	235.00 per hour - 3 man
	210.00 per hour - 2 man
	185.00 per hour - 1 man
Survey Tech 1	100.00 per hour
Survey Tech 2	80.00 per hour

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

January 1, 2025

SCADA INTEGRATOR AND PROGRAMMING SERVICES

Signature Automation (ENGINEER) will provide remote SCADA maintenance and programming support services as needed and as directed by the City of Midland (CITY). The work will be performed on a Time and Materials basis utilizing the billing rate structure included in EXHIBIT A. For each assignment directed by the CITY, ENGINEER will provide an estimate to complete and will await written authorization from the CITY prior to commencing the work for that assignment. In all cases, costs to perform the services assigned by the CITY shall not exceed the estimate provided by the ENGINEER for the respective assignment without prior written approval from the CITY.

Task 1 – Planned and Emergency Support

ENGINEER will provide SCADA software maintenance and support services as requested, as directed, and as defined by the CITY's primary point of contact. All services shall be provided remotely by ENGINEER's personnel. In the event programming changes are required, files will be transferred to the CITY as needed via e-mail or other means. Should remote connectivity be available, ENGINEER will connect directly to the SCADA system to make changes as appropriate.

Services are anticipated to include, but not be limited to: virtual inspection of SCADA equipment; advice on software upgrades; virtual performance of said upgrades; remote programming/configuration modifications to the SCADA system software; virtual SCADA-related training to CITY's personnel; assistance in documenting existing programs; control system design assistance and other technical assistance related to the SCADA systems within the CITY's facilities. No onsite work is anticipated for this assignment.

The services shall be performed on either a planned or emergency basis. Planned services are defined as services that are scheduled in advance with an agreement between CITY and ENGINEER on a reasonable start date for services. Emergency services are defined as services that are required without any advance notice and which require immediate response by the ENGINEER.

ENGINEER proposes a formal protocol for providing and defining services in connection with this agreement as follows:

Planned Services:

Planned services shall be scheduled with a minimum of one week of advanced notice. Unless otherwise scheduled and approved, Planned Services shall be performed between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday and will be performed via telephone support or remote connectivity to the control system, if available.

During normal business hours, the CITY shall contact ENGINEER to request support services. Should ENGINEER not be available at the time of the initial call, ENGINEER agrees to respond to the initial request for service by contacting the CITY's primary point of contact within 4 hours of the initial call. Actual services shall be performed at a time that is mutually agreeable to both parties, but in all cases, ENGINEER shall strive to commence performance of services within 10 business days of the date of the initial call from the CITY.

For each request for planned services, ENGINEER shall provide a preliminary cost estimate to complete the work. Work will not commence until authorized by the CITY. Each request for planned services will result in a minimum assessment of one hour towards the total invoiced amount to offset the costs of preparing the estimate to complete the assignment.

Emergency Services:

During non-business hours or when CITY requires assistance immediately, CITY shall contact ENGINEER to request assistance. At the time of the initial call, CITY shall indicate to ENGINEER the urgency of the problem and will email a description of the problem with details of any resolution efforts that have already been made. ENGINEER will attempt to diagnose the problem via telephone or by connecting via remote access to the SCADA system.

Each CITY request for Emergency Services will result in a minimum assessment of one hour towards the total invoiced amount.

For desired service, the CITY shall contact ENGINEER's primary point of contact to coordinate the effort. Should the primary point of contact not be available, CITY shall contact ENGINEER's secondary point of contact as listed below.

Primary Point of Contact	Secondary Point of Contact
Matt Friend E-mail: mefriend@sig-auto.com Office Phone: 469-619-1241 Mobile Phone: 786-208-0961	Marcelo Avendano, PE E-mail: mravendano@sig-auto.com Office Phone: 469-619-1241 Mobile Phone: 512-650-7160

For all assignments, the responsibilities of the ENGINEER are as follows:

A. For each request for service received from CITY, ENGINEER shall provide a Summary Report that will detail the date and time of the initial call, details of the request for service and details of the action taken to address the service requested. These summary reports will be included with each monthly report and invoice.

B. Should software changes be warranted as a result of the service provided, ENGINEER shall apprise CITY at the time of the service so that appropriate backups of the changes can be made and so that existing documentation can be updated. At the CITY's option, ENGINEER can provide services to backup and/or update the existing software and update the existing documentation as part of the service request.

DELIVERABLES

- Deliverables shall be defined for each assignment based on the work defined in each individual request by the CITY for service.

Assumptions

For the purposes of developing the costs associated with this effort, ENGINEER has assumed the following:

a. CITY will provide access to CITY's vendor support network including access numbers, contact numbers, and related vendor support agreement contract information.
b. CITY will provide a single point of contact to coordinate and assign the work to be performed.
c. CITY shall assume responsibility for impact to any existing warranties for equipment on which CITY directs the performance of services for this contract.
d. CITY will provide at no additional costs to ENGINEER, copies of all pertinent documentation related to the existing control system.
e. The CITY's point of contact assigned to this project will coordinate with appropriate individuals for review of the work provided.
f. ENGINEER shall invoice the CITY for each task performed based on the billing rates shown in EXHIBIT A. Invoices will be provided on a monthly basis for work performed during the previous month.
g. ENGINEER reserves the right to escalate rates by no more than 3% for each calendar year should the work extend beyond a single calendar year. Expenses incurred shall be included on all invoices at cost plus 10%.

2025 Time & Materials Billing Rates

ATTACHMENT A

The labor rates and charges shown herein apply to all "Time & Materials" based assignments for the 2025 calendar year.

I. LABOR RATES

Services shall be available at the hourly rates shown below. Rates include all payroll taxes, benefits, overhead and profit. Straight time will be billed for hours worked during normal business hours and for normal eight (8) hour days, Monday thru Friday. Overtime rates at one and a half (1.5) times the hourly rate for hourly employees denoted with an "*" shall apply for all hours worked in excess of the normal eight (8) hour day and for all hours worked on Saturdays and Sundays. Services performed on normal Holidays shall be charged at two (2) times the published hourly rate. Emergency rates at one and a quarter (1.25) times the published straight time hourly rate based on definition of emergency services in scope of work.

ROLE/TITLE	Straight Time Hourly Rates
Principal	$250.00
Senior Professional Engineer/Project Manager	$230.00
Professional Engineer/Project Manager	$200.00
Engineer III	$175.00
Engineer II	$145.00
Engineer I	$125.00
Senior Control System Programmer	$195.00
Control System Programmer III	$175.00
Control System Programmer II	$140.00
Control System Programmer I	$125.00
Principal IT Consultant	$245.00
Senior IT Consultant	$195.00
IT Consultant II	$170.00
IT Consultant I	$145.00
Senior Engineering Aide	$110.00
Engineering Aide II	$100.00
Engineering Aide I*	$ 95.00
Senior Drafter/Designer*	$115.00
Drafter/Designer *	$100.00
Engineering Intern*	$ 90.00
Senior Project Administrator/Accountant	$ 110.00
Project Administrator/Accountant*	$ 85.00

II. TRAVEL EXPENSES

All travel expenses in support of the work provided on a time and materials basis shall be billed at cost plus ten (10) percent. Mileage will be invoiced at the current US General Services Administration (GSA) rates.

III. ESCALATION OF RATES

For time and material contracts that extend beyond the 2025 calendar year, labor rates shall escalate every year by a maximum of 3% per year.

City Council Meeting

Item Number: 7.
Meeting Date: January 13, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT TO MARK'S WATER WELL SERVICE, INC. FOR THE PAUL DAVIS AND T-BAR WELL FIELD MAINTENANCE PROJECT FOR THE UTILITIES DEPARTMENT AT AN ANNUAL COST NOT TO EXCEED $1,000,000.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the Paul Davis & T-Bar Well Field Maintenance Project to Mark's Water Well Service, Inc. of Odessa, Texas for the Utilities Department for an estimated annual amount of $1,000,000.00; and authorizing payment.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The City Manager approved specifications and authorized advertisement for bids for the Paul Davis, Airport & T-Bar Well Field Maintenance Project. The bid request was sent out to five hundred forty-six (546) vendors, and forty-three (43) viewed the bid request. We received two (2) bids. Staff recommends awarding the contract to Mark's Water Well Service, Inc. Please see the attached memo from Raymond Saddler, Water Purification Plant Superintendent, for more information.

Therefore, please consider a resolution awarding a contract for the Paul Davis & T-Bar Well Field Maintenance Project to Mark's Water Well Service, Inc. of Odessa, Texas for the Utilities Department for an estimated annual amount of $1,000,000.00; and authorizing payment.

Attachments:
A. 26001797 Annual LWellfield Maintenance Contract Bid Supporting Memo 2025-2026
B. RESOLUTION W EXH - Award Contract - Paul Davis and T-Bar Well Field Maintneance Project Reso w Exh
C. Bid Tab 26001797

D. Service Contract 26001797

Erika Munoz, General Services	Created/Initiated - 12/29/2025
Regina Stephenson, General Services	Approved - 12/30/2025
Christy Weakland, Finance	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/6/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Jan Hamilton, City Secretary	Final Approval - 1/7/2026

INTEROFFICE MEMORANDUM

TO: Regina Stephenson, Director of General Services

FROM: Raymond Saddler, Water Purification Plant Superintendent

SUBJECT: Annual Wellfield Maintenance Contract

DATE: December 29, 2025

The recommendation for the Water Purification & Production Annual Wellfield Maintenance Contract:

All Items should be awarded to **Marks Water Well Services**. We are recommending accepting the Submitted low bid from **Marks Water Well Services** as they are the lowest qualified bidder for this service.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MARK'S WATER WELL SERVICE, INC. FOR THE PAUL DAVIS AND T-BAR WELL FIELD MAINTENANCE PROJECT FOR THE UTILITIES DEPARTMENT AT AN ANNUAL COST NOT TO EXCEED $1,000,000.00; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the Paul Davis and T-Bar Well Field Maintenance Project; and

WHEREAS, bids were opened on December 17, 2025, with the lowest responsible bid being submitted by Mark's Water Well Service, Inc. for an annual amount not to exceed $1,000,000.00 as shown on the bid tabulation attached hereto as Exhibit "A", which is incorporate herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Mark's Water Well Service, Inc. for the Paul Davis and T-Bar Well Field Maintenance Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Mark's Water Well Service, Inc. for the Paul Davis and T-Bar Well Field Maintenance Project;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for an annual amount not to exceed $1,000,000.00 with Mark's Water Well Service, Inc. for the Paul Davis and T-Bar Well Field Maintenance Project. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That funding shall be available in the Utilities Fund Operating Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Mark's Water Well Service, Inc. in accordance with the provisions of the above-

referenced contract from funds available in the Utilities Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

26001797 Paul David & T-Bar Well Fields Maintenance
Bid Opening: December 17, 2025

		Advanced Water Well Technologies		Mark's Water Well Services	
#	**Items**	**Cost per Foot to Remove**	**Cost per Foot to Install**	**Cost per Foot to Remove**	**Cost per Foot to Install**
#0-1	**Submersible pump (up to 1,000 ft. est.)**	$9.80	$12.40		
#0-2	**4 inch diameter pump & casing (1,000 ft. est.)**	$9.80	$12.40	$3.45	$3.45
	4 inch Certa- Lok diameter pump & casing (1,000 ft. est.)			$2.60	$2.60
	4 inch Bore Line diameter pump & casing (1,000 ft. est.)			$6.15	$4.10
	4 inch Steel diameter pump & casing (1,000 ft. est.)				
#0-3	**6 inch diameter pump & casing (600 ft. est.)**	$9.80	$12.40		
	6 inch Certa-Lok diameter pump & casing (600 ft. est.)			$3.45	$3.45
	6 inch Bore Line diameter pump & casing (600 ft. est.)			$2.45	$2.45
	6 inch Steel diameter pump & casing (600 ft. est.)			$7.40	$4.93
#0-4	**8 inch diameter pump & casing (600 ft. est.)**	$12.40	$15.00		
#0-5	**10 inch diameter pump & casing (600 ft. est.)**	$15.00	$17.60		
#0-6	**Materials & Parts Cost Plus**	50%			
	100 HP Grundfos Stainless Steel Motor			$23,800.00	
	100 HP Goulds 7TSHC Stainless Steel Bowl Pump			$24,825.00	
	30 HP Grundfos Stainless Steel Motor			$4,222.50	
	30 HP Wolf Stainless Steel Bowl Pump			$23,948.00	
	Mobilization				
#0-7	**How much notification will be required to move into area?**	2 Business Days		12 Hours	
#0-8	**State premiums for emergency mobilization on the Weekends**	$2,250.00	$2,250.00	$250.00	$250.00
#0-9	**State premiums for emergency mobilization on the Holidays**	$2,850.00	$2,850.00	$300.00	$300.00
#0-10	**State premiums for emergency mobilization on the Off Hours**	$2,250.00	$2,250.00	$250.00	$250.00
#0-11	**Vendor to List Holidays**	See List Attached			
#0-12	**Vendor to Regular Working Hours**	M-F 7:30 am to 4:30 pm		$195.00	
	Move in Charges (Est. 5 Wells)				
#0-13	**Mileage, per mile**	$0.70	$0.70	$2.00	$2.00
#0-14	**Set up, each well**	$2,820.00	$3,500.00	$250.00	$250.00
#0-15	**Bailing, per hour**	$340.00	$340.00	$195.00	$195.00
#0-16	**Fishing, per hour, includes waiting time for tool delivery**	$340.00	$340.00	$195.00	$195.00
#0-17	**Shop and machine work, per hour**	$175.00	$175.00	$165.00	$165.00
	Test Pumping (24 Hour Test)				
#0-19	**4 inch pump, per test, (est. 2 pumps)**	$25.00	$28.00	$4,500.00	$4,500.00
#0-20	**6 inch pump, per test, (est. 1 pump)**	$25.00	$28.00	$600.00	$600.00
#0-21	**8 inch pump, per test, (est. 1 pump)**	$28.00	$31.00	$7,500.00	$7,500.00
#0-22	**10 inch pump, per test, (est. 1 pump)**	$31.00	$34.00		

Bid Summary

546	**Bids were Issued**
43	**Document takers**
0	**No bids were received**
2	**Bids listed above**
544	**Bidders did not respond**

Exhibit "A"

26001797 Paul David & T-Bar Well Fields Maintenance
Bid Opening: December 17, 2025

		Advanced Water Well Technologies		Mark's Water Well Services	
#	**Items**	**Cost per Foot to Remove**	**Cost per Foot to Install**	**Cost per Foot to Remove**	**Cost per Foot to Install**
#0-1	Submersible pump (up to 1,000 ft. est.)	$9.80	$12.40		
#0-2	4 inch diameter pump & casing (1,000 ft. est.)	$9.80	$12.40	$3.45	$3.45
	4 inch Certa- Lok diameter pump & casing (1,000 ft. est.)			$2.60	$2.60
	4 inch Bore Line diameter pump & casing (1,000 ft. est.)			$6.15	$4.10
	4 inch Steel diameter pump & casing (1,000 ft. est.)				
#0-3	6 inch diameter pump & casing (600 ft. est.)	$9.80	$12.40		
	6 inch Certa-Lok diameter pump & casing (600 ft. est.)			$3.45	$3.45
	6 inch Bore Line diameter pump & casing (600 ft. est.)			$2.45	$2.45
	6 inch Steel diameter pump & casing (600 ft. est.)			$7.40	$4.93
#0-4	8 inch diameter pump & casing (600 ft. est.)	$12.40	$15.00		
#0-5	10 inch diameter pump & casing (600 ft. est.)	$15.00	$17.60		
#0-6	Materials & Parts Cost Plus	50%			
	100 HP Grundfos Stainless Steel Motor			$23,800.00	
	100 HP Goulds 7TSHC Stainless Steel Bowl Pump			$24,825.00	
	30 HP Grundfos Stainless Steel Motor			$4,222.50	
	30 HP Wolf Stainless Steel Bowl Pump			$23,948.00	
	Mobilization				
#0-7	How much notification will be required to move into area?	2 Business Days		12 Hours	
#0-8	State premiums for emergency mobilization on the Weekends	$2,250.00	$2,250.00	$250.00	$250.00
#0-9	State premiums for emergency mobilization on the Holidays	$2,850.00	$2,850.00	$300.00	$300.00
#0-10	State premiums for emergency mobilization on the Off Hours	$2,250.00	$2,250.00	$250.00	$250.00
#0-11	Vendor to List Holidays	See List Attached			
#0-12	Vendor to Regular Working Hours	M-F 7:30 am to 4:30 pm		$195.00	
	Move in Charges (Est. 5 Wells)				
#0-13	Mileage, per mile	$0.70	$0.70	$2.00	$2.00
#0-14	Set up, each well	$2,820.00	$3,500.00	$250.00	$250.00
#0-15	Bailing, per hour	$340.00	$340.00	$195.00	$195.00
#0-16	Fishing, per hour, includes waiting time for tool delivery	$340.00	$340.00	$195.00	$195.00
#0-17	Shop and machine work, per hour	$175.00	$175.00	$165.00	$165.00
	Test Pumping (24 Hour Test)				
#0-19	4 inch pump, per test, (est. 2 pumps)	$25.00	$28.00	$4,500.00	$4,500.00
#0-20	6 inch pump, per test, (est. 1 pump)	$25.00	$28.00	$600.00	$600.00
#0-21	8 inch pump, per test, (est. 1 pump)	$28.00	$31.00	$7,500.00	$7,500.00
#0-22	10 inch pump, per test, (est. 1 pump)	$31.00	$34.00		

Bid Summary

546	Bids were Issued
43	Document takers
0	No bids were received
2	Bids listed above
544	Bidders did not respond

CITY OF MIDLAND
SERVICE CONTRACT
 # 26001797
Paul Davis and T-Bar Well Fields Maintenance

THIS CONTRACT, effective this 14th day of January 2026, by and between the City of Midland, hereinafter referred to as the "CITY" and Mark's Water Well Service, Inc, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $1,000,000.00

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

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> 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 of one (1) year commencing on January 14, 2026, and terminating on January 14, 2027 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of two (2) additional one (1) year periods. 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 the proposal.

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 (l) year from the date of service report acceptance by CITY; and

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

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 Specifications.

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:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701

To COMPANY. Mark's Water Well Service, Inc
PO BOX 271
Odessa, Texas 79760

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

The Commercial General Liability shall be on a per project 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, 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.

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

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2026 personally appeared, _____, an officer of Mark's Water Well Service, 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 _____, 2026.

_____
Notary Public, State of _____

Date: 11/26/2025

MIDLAND
Purchasing Division

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

BID NO: 26001797

CLOSING DATE: **December 17, 2025**

CLOSING TIME: **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **12/17/2025** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Paul Davis & T-Bar Well Fields**

DESCRIPTION
Paul Davis andT-Bar Well Field Maintenance in accordance with the attached detail sheets and contract.
TOTAL

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON- RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
4. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
5. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
7. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Mark's Water Well Service Inc
ADDRESS: Po Box 371
CITY: Odessa STATE: TX ZIP 79760
PHONE NO: 432.381.1181 EMAIL: Brittanys@markswww.com
DELIVERY CAN BE MADE:
AUTHORIZED SIGNATURE:

A Message for Our Vendors

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

Vision Statement

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

Mission Statement

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

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

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

Core Values

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

Vendor & Contractor Communication

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

Strategic Plan

1. Strong Economy with More Quality Jobs

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

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

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

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

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

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

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

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

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

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.

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

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

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

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

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

3. Quality of Life and Place

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

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

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

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

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

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

4. Transparent and Consistent Communication

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

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

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

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

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

5. Provide Sound Governance and Fiscal Management

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

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

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

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

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

5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.

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

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

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

and other facilities, with a standard of excellence.

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

6. Strengthen and Sustain Our Infrastructure

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

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

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

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

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

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

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

Vendor Name: Mark's Water Well Service Inc

MIDLAND
Purchasing Division

Detail Sheet
For
26001797 Paul Davis & T-Bar Well Field Maintenance

ITEM	DESCRIPTION	COST PER FOOT TO REMOVE:	COST PER FOOT TO INSTALL:
1	Submersible pump (up to 1,000 ft. est.)	$_____	$_____ * See Attached
2	4 inch diameter pump & casing (1,000 ft. est.)	$_____	$_____
3	6 inch diameter pump & casing (600 ft. est.)	$_____	$_____
4	8 inch diameter pump & casing (600 ft. est.)	$_____	$_____
5	10 inch diameter pump & casing (600 ft. est.)	$_____	$_____
6	Materials and parts: COST +		$_____ %
	MOBILIZATION		
7	How much notification will be required to move into area?		12 HRS
8	State premiums for emergency mobilization on:		
	a) Weekends		$250.00
	b) Holidays		$300.00
	c) Off Hours		$250.00
9	Vendor to list:		
	a) Holidays		
	b) Regular working hours		$195.00
	MOVE IN CHARGES (EST. 5 WELLS):		
10	Mileage, per mile	$_____	$ 2.00
11	Set up, each well	$_____	$ 250.00
12	Bailing, per hour	$_____	$ 195.00
13	Fishing, per hour, includes waiting time for tool delivery	$_____	$ 195.00
14	Shop and machine work, per hour	$_____	$ 165.00
	TEST PUMPING: (24 hour test)		
15	4 inch pump, per test, (est. 2 pumps)	$_____	$ 4500.00

ITEM	DESCRIPTION	COST PER FOOT TO REMOVE:	COST PER FOOT TO INSTALL:
16	6 inch pump, per test, (est. 1 pump)	$_____	$10000.00
17	8 inch pump, per test, (est. 1 pump)	$_____	$7500.00
18	10 inch pump, per test, (est. 1 pump)	$_____	$_____

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

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

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

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

BID WAIVERS:

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

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER

FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF

SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.

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

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

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

If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

12/17/25
Delivery Date

brittanys@marksww.com
E-mail Address

Mark's Water Well Service Inc
Company Name

12/16/25
Date

Authorized Signature

432-381-7128
Phone

Jason Mehlhoff
Print Above Name

Fax

Submerisble Pump (up to 1,000' est.)	Cost per Foot to Remove	Cost per Foot to Install
4" Diameter Pump & Casing (1,000' est.)	$	$
4" Certa-Lok	$3.45	$3.45
4" Bore Line	$2.60	$2.60
4" Steel	$6.15	$4.10
6" Diameter Pump & Casing (600' est.)	$	$
6" Certa-Lok	$3.45	$3.45
6" Bore Line	$2.45	$2.45
6" Steel	$7.40	$4.93
8" Diameter Pump & Casing (600' est.)	$	$
8" Certa-Lok		
10" Diameter Pump & Casing (600' est.)	$	$
Materials & Parts:	**Cost of Materials**	
100 HP Grundfos Stainless Steel Motor	$23,800.00	
100 HP Goulds 7TSHC Stainless Steel Bowl Pump	$24,825.00	
30 HP Grundfos Stainless Steel Motor	$4,222.50	
30 HP Wolf Stainless Steel Bowl Pump	$23,948.00	
Galv Pipe per FT		
3" Pipe	$17.40	
4" Pipe	$21.45	
5" Pipe	$31.60	
6" Pipe	$55.00	
Certa-Lok per Ft		
3" Pipe	$34.85	
3" Change Over	$528.00/EA	
4" Pipe	$47.00	
4" Change Over	$704.00/EA	
5" Pipe	$64.40	
5" Change Over	$902.00/EA	
6" Pipe	$86.20	
6" Change Over	$1008.00/EA	
8" Pipe	$128.00	
8" Change Over	$1,595.00/EA	
Bore Line per FT		
4" Hose	$57.00	

4" Fitting	$1,300.00/EA	
4" Centralizer	$964.00/EA	
6" Hose	$92.00	
6" Fitting	$2,660.00/EA	
6" Centralizer	$2,800.00/EA	

Vendor Name: Mark's Water Well Service Inc

MIDLAND
Purchasing Division

Specifications
For
26001797 Paul Davis and T-Bar Well Fields Maintenance

1. Vendor must be able to provide, service and install up to 6" Boreline & fittings at the T-bar/Clearwater wells
2. All Boreline wells require stainless steel check valves with Knockouts
3. Boreline Wiring must be double Jacketed
4. Vendor must have the ability to spool and reel Boreline hose onsite
5. T-Bar Clearwater wells require any and all new installs must be Stainless pumps
6. All pulled wells are required to be camera surveyed or and upon request if jetted.
7. All wells to be disinfected in accordance with AWWA Standards prior to reinstalling
8. NOTICE: ALL vendors are excluded from the use of Franklin pumps or motors for any well field install.

If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

12/17/25
Delivery Date

brittanys@marksww.com
E-mail Address

Mark's Water Well Service Inc
Company Name

12/12/25
Date

Authorized Signature

432.381.7128
Phone

Jason Mehlhoff
Print Above Name

Fax

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Mark's Water Well Service Inc.

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

12/16/25

Date

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Mark's Water Well Service Inc

Local Address (must be within the City limits): _____

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?
   ☒ Yes ☐ No
   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☒ No

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

Authorized Signature: _____ Date: 12/12/25

Printed Name and Title: Jason Mehlhoff, Vice President

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SOLICITATION NO. 26001797

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

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

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

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

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

Authorized Signature

Vice President
Title

Jason Mehlhoff
Name (Print)

Mark's Water Well Service Inc
Company

12/16/25
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM

BID # 26001797

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: December 12, 2025

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

Q1: Are items 1 through 5 labor rates only per foot? Does items 1 through 5 include pump, motor, column pipe, check valves etc.?
A1: 1-5 are Install & Removal labor rates only as line #6 is separated for materials and parts for install

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Mark's Water Well Service Inc
Company Name

Bidder Authorized Signature

12/11/25
Date

Jason Mehlhoff
Please Print Above Name

432-770-8962
Phone

City Council Meeting

Item Number: 8.
Meeting Date: January 13, 2026
To: City Council
From: Gabriel McClelland, Engineering Services Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE WITH ONCOR ELECTRIC DELIVERY COMPANY LLC ("ONCOR") DATED JUNE 13, 2007; SAID SUPPLEMENT TO PROVIDE FOR STREET LIGHTING SERVICE ALONG WEST WADLEY AVENUE, FROM A POINT APPROXIMATELY 250 FEET EAST OF STATE HIGHWAY 158 TO A POINT APPROXIMATELY 6,323 FEET EAST OF STATE HIGHWAY 158; AND AUTHORIZING PAYMENT TO ONCOR IN THE AMOUNT OF $255,573.54 FROM FUNDS AVAILABLE IN A PROJECT ACCOUNT FOR SAID PURPOSE

Purpose:
Approval is needed to execute a supplemental agreement with Oncor Electric Delivery Company LLC for street lighting installation and service along the newly constructed portion of West Wadley Avenue east of State Highway 158, and to authorize payment of $255,573.54 from the Wadley Avenue Extension project account.

Recommended Action:
Staff recommends approval

Fiscal Impact:
Funding in the amount of $255,573.54 is available in the Wadley Ave. Extension Project

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:

Construction of the new segment of West Wadley Avenue extending east from State Highway 158 has been completed. As this roadway is now open to the public, street lighting is necessary to provide adequate visibility, improve traffic safety, and maintain consistent lighting along the corridor.

Oncor Electric Delivery Company LLC is the authorized street-lighting provider under the City's 2007 Agreement for Street Lighting Service. A supplemental agreement is required to add this newly constructed portion of West Wadley Avenue to the service area and allow Oncor to

install, energize, and maintain the new streetlights.

The total cost for installation is $255,573.54 and will be funded through the existing Wadley Avenue Extension project account.

Attachments:

A. 29934246 Supplemental Agreement.pdf_safe
B. Master Streetlight Agreement- City of Midland

Natalie Burgard, Engineering Services	Created/Initiated - 12/12/2025
Gabriel McClelland, Engineering Services	Approved - 1/5/2026
Christy Weakland, Finance	Approved - 1/5/2026
Linda Ochoa, Legal	Approved - 1/6/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026

EXHIBIT "A"

WO Number : 29934246

SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND CITY OF MIDLAND
DATED Nov 01, 2002

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this 28 day of October, 2025 by Oncor Electric Delivery Company LLC and CITY OF MIDLAND,("Customer") both hereinafter referred to as the "Parties." In consideration of
the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

   Request for Street Lighting Service dated 10/28/2025, attached hereto as Exhibit B.

2. This Supplement shall become effective upon execution by the Parties.

3. This Supplement is subject to the terms and conditions of the Agreement.

4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.

5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By : _____

Title : _____

Date : _____

For CIAC purposes only pursuant to Section (4) above

CITY OF MIDLAND

[[INSERT CUSTOMER NAME]]

By : _____

Title : _____

Date : _____

[[INSERT CUSTOMER'S AGENT'S NAME]]

By : _____

Title : _____

Date : _____

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A*-Addition** ***R*-Removal** ***RL*-Relocation** ***S*-Services** (Schedule D - Only)

ESI ID	Action	Order required from CR to Energize - Yes/No (For New ES/ID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location (Address, etc.) (See Attached Sketch)
0004523016	A	N	1	140	LED	A	Cobra Head	001-Structure ID : 3201027-10217244 32.010270/ -102.172440 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	002-Structure ID : 3201053-10217155 32.010530/ -102.171550 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	003-Structure ID : 3201069-10217059 32.010690/ -102.170590 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	004-Structure ID : 3201057-10216867 32.010570/ -102.168670 6000 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	005-Structure ID : 3201073-10216960 32.010730/ -102.169600 6000 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	006-Structure ID : 3200778-10217619 32.007780/ -102.176190 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	007-Structure ID : 3200722-10217679 32.007220/ -102.176790 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	008-Structure ID : 3200643-10217871 32.006430/ -102.178710 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	009-Structure ID : 3200591-10218055 32.005910/ -102.180550 W Wadley Ave, Midland, TX 79707

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A*-Addition** ***R*-Removal** ***RL*-Relocation** ***S*-Services** (Schedule D - Only)

ESI ID	Action	Order required from CR to Energize - Yes/No (For New ES/ID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location (Address, etc.) (See Attached Sketch)
0004523016	A	N	1	140	LED	A	Cobra Head	010-Structure ID : 3200671-10217767 32.006710/ -102.177670 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	011-Structure ID : 3200614-10217963 32.006140/ -102.179630 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	012-Structure ID : 3200548-10218238 32.005480/ -102.182380 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	013-Structure ID : 3200519-10218337 32.005190/ -102.183370 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	014-Structure ID : 3200571-10218148 32.005710/ -102.181480 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	015-Structure ID : 3200909-10217505 32.009090/ -102.175050 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	016-Structure ID : 3200965-10217432 32.009650/ -102.174320 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	017-Structure ID : 3201000-10217340 32.010000/ -102.173400 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	018-Structure ID : 3200922-10217429 32.009220/ -102.174290 6101 W Wadley Ave, Midland, TX 79707

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A*-Addition** ***R*-Removal** ***RL*-Relocation** ***S*-Services** (Schedule D - Only)

ESI ID	Action	Order required from CR to Energize - Yes/No (For New ES/ID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location (Address, etc.) (See Attached Sketch)
0004523016	A	N	1	140	LED	A	Cobra Head	019-Structure ID : 3200986-10217271 32.009860/ -102.172710 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	020-Structure ID : 3201007-10217187 32.010070/ -102.171870 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	021-Structure ID : 3201028-10217104 32.010280/ -102.171040 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	022-Structure ID : 3201037-10217005 32.010370/ -102.170050 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	023-Structure ID : 3200869-10217490 32.008690/ -102.174900 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	024-Structure ID : 3200471-10218424 32.004710/ -102.184240 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	025-Structure ID : 3200407-10218475 32.004070/ -102.184750 7004 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	026-Structure ID : 3200797-10217553 32.007970/ -102.175530 W Wadley Ave, Midland, TX 79707

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A*-Addition** ***R*-Removal** ***RL*-Relocation** ***S*-Services** (Schedule D - Only)

ESI ID	Action	Order required from CR to Energize - Yes/No (For New ES/ID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location (Address, etc.) (See Attached Sketch)
0004523016	A	N	1	140	LED	A	Cobra Head	027-Structure ID : 3200964-10217348 32.009640/ -102.173480 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	028-Structure ID : 3201035-10216923 32.010350/ -102.169230 6101 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	029-Structure ID : 3200627-10217780 32.006270/ -102.177800 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	030-Structure ID : 3200737-10217607 32.007370/ -102.176070 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	031-Structure ID : 3200669-10217684 32.006690/ -102.176840 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	032-Structure ID : 3200577-10217991 32.005770/ -102.179910 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	033-Structure ID : 3200555-10218078 32.005550/ -102.180780 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	034-Structure ID : 3200598-10217894 32.005980/ -102.178940 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	035-Structure ID : 3200534-10218169 32.005340/ -102.181690 W Wadley Ave, Midland, TX 79707

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A*-Addition** ***R*-Removal** ***RL*-Relocation** ***S*-Services** (Schedule D - Only)

ESI ID	Action	Order required from CR to Energize - Yes/No (For New ES/ID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location (Address, etc.) (See Attached Sketch)
0004523016	A	N	1	140	LED	A	Cobra Head	036-Structure ID : 3200508-10218272 32.005080/ -102.182720 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	037-Structure ID : 3200476-10218354 32.004760/ -102.183540 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	038-Structure ID : 3200428-10218418 32.004280/ -102.184180 7004 W Wadley Ave, Midland, TX 79707
0004523016	A	N	1	140	LED	A	Cobra Head	039-Structure ID : 3200841-10217569 32.008410/ -102.175690 W Wadley Ave, Midland, TX 79707
Comments:								

1. Customer or Developer agrees to pay Company Contribution-in-aid-of-constrction in the amount of **$255,573.54**

2. If company is prevented from installing the requested facilities by any event of force majuere as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating tis supplement hand Company's obligation to provide facilities requested herein.

WO Number(s) : 29934246 **Date :Oct 28, 2025**

AGREEMENT FOR STREET LIGHTING SERVICE

BY AND BETWEEN

CITY OF MIDLAND, TEXAS,

A MUNICIPAL CORPORATION

AND

ONCOR ELECTRIC DELIVERY COMPANY

DATE

JUNE 13, 2007

AGREEMENT FOR STREET LIGHTING SERVICE
BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY AND
CITY OF MIDLAND, TEXAS

The City of Midland, Texas, a Municipal Corporation ("Customer"), and Oncor Electric Delivery Company, a Texas corporation ("Company"), for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:

a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;

b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.

c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.

2. **Term and Termination.** Consistent with the requirements of section 6.1.1.6 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the 13th day of June, 2007, and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.

(a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.6 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.

(b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.

(c) If Customer purchases Facilities owned by Company.

3. **Contribution-In-Aid-Of-Construction.** Section 6.1.1.6 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Schedule B provides for the installation or construction of steel or other ornamental poles of a type normally used by Company served overhead without the payment of a contribution-in-aid-of-construction, but requires the payment of a higher monthly charge by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-

construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

4. **Service Subject to Company's Tariff.** This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

5. **Material Change.** In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

6. **Type of Service and Applicable Rate Schedule.** The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

7. **Installation/Construction.** All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.6 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

8. **Relocation of Facilities.** Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

9. **Billing and Payment.** Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

10. **No Delegation of Authority.** Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

11. **Obstructions.** Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and

Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

12. Outages. To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: http://streetlights.txuelectricdelivery.com
Telephone: 1-888-313-4747

13. Permits. Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

14. Notice. Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:
CITY OF MIDLAND, TEXAS

P. O. BOX 1152, MIDLAND, TX 79702

ATTN: CITY MANAGER

Company:
MUNICIPAL REGULATORY

ONCOR ELECTRIC DELIVERY

1601 BRYAN ST, 23RD FLOOR, DALLAS, TX 75201

15. Prior Agreements for Street Lighting Service. This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

This Agreement is effective this 13th day of June , 2007.

CITY OF MIDLAND, TEXAS

BY: _____
MICHAEL J. CANON, MAYOR

June 20, 2007
DATE

AGREEMENT FOR STREET LIGHTING, P. 4 OF 5

ONCOR ELECTRIC DELIVERY COMPANY

BY: Debra L Anderson

Director, Municipal Regulatory
(TITLE)

June 15, 2007
(DATE)

EXHIBIT "A"

SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY AND CITY OF MIDLAND, TEXAS
DATED JUNE 13, 2007

This Supplement ("Supplement") to the Agreement for Street Lighting Service dated June 13, 2007 ("Agreement"), is made and entered into this _____ day of _____, 200__, by Oncor Electric Delivery Company and City of Midland, Texas, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

   Request for Street Lighting Service dated _____, attached hereto.

2. This Supplement shall become effective upon execution by the Parties.

3. This Supplement is subject to the terms and conditions of the Agreement.

4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.

5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY	CITY OF MIDLAND, TEXAS
By: _____	**By:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

For CIAC purposes only pursuant to Section (4) above.

_____
[[INSERT CUSTOMER'S AGENT'S NAME]]

By: _____

Title: _____

Date: _____

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: *A*-Addition *R*-Removal *RL*-Relocation *S*-Service *(Schedule D – Only)*

ESID / Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Quantity	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaire/ Pole Type	Location (Address, etc.) (See Attached Sketch)
Comments:								

**Unmetered Facilities -- Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical) ; CLOSED/REMOVE ONLY I (Incandescent); W (Wallpack Mercury Vapor);
Metered Facilities – Non-Company-Owned; or
Metered Facilities – Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of $ _____.

2. If Company is prevented from installing the requested facilities by any event of force majuere as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number(s):_____ **Date:**_____

City Council Meeting

Item Number: 9.
Meeting Date: January 13, 2026
To: City Council
From: Gabriel McClelland, Engineering Services Director
Subject: MOTION APPROPRIATING THE SUM OF $1,000,000.00 FROM THE 2017 ROAD BOND FUND FOR THE COMPASS 06 PROGRAM

Purpose:
Approval is needed to appropriate $1,000,000 from the 2017 Road Bond to a project for the COMPASS 06 program to support future contract awarding and ongoing maintenance needs.

Recommended Action:
Approval

Fiscal Impact:
$1,000,000.00 will be appropriated in the 2017 Road Bond for the COMPASS06 project.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Engineering is seeking approval to appropriate $1,000,000 from the 2017 Road Bond to a designated COMPASS 06 program project. This will establish funding in advance of future contract awards and provide budget authority for anticipated maintenance needs related to the COMPASS 06 program.

Attachments:
A. Memo - COMPASS 06

Natalie Burgard, Engineering Services	Created/Initiated - 12/16/2025
Gabriel McClelland, Engineering Services	Approved - 1/5/2026
Christy Weakland, Finance	Approved - 1/5/2026
Linda Ochoa, Legal	Approved - 1/6/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026

INTEROFFICE MEMORANDUM

FROM: Gabe McClelland, Director of Engineering

SUBJECT: COMPASS 06 Program – 2017 Road Bond Appropriation

DATE: 1/5/2026

Engineering Services is requesting approval to appropriate $1,000,000 from the 2017 Road Bond to a designated **City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 06** program project. This appropriation will establish funding in advance of future contract awards and provide the necessary budget authority to address anticipated maintenance and program-related needs associated with the COMPASS 06 program.

This proposed use of 2017 Road Bond funds supports the City's strategic goal of strengthening and sustaining our infrastructure and is consistent with the roadway maintenance and infrastructure purposes of the bond program.

City Council Meeting

Item Number: 10.
Meeting Date: January 13, 2026
To: City Council
From: Michele Hagemann, Grant Writer
Subject: RESOLUTION ADOPTING THE MIDLAND COUNTY 2025 HAZARD MITIGATION ACTION PLAN

Purpose:
The adoption of the Midland County 2025 Hazard Mitigation Action Plan demonstrates the City's commitment to hazard mitigation and makes the City of Midland eligible for discretionary FEMA funding opportunities.

Recommended Action:
Resolution adopting the Midland County 2025 Hazard Mitigation Action Plan

Fiscal Impact:
No fiscal impact.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The Midland County Hazard Mitigation Action Plan identifies natural hazards affecting the area and outlines long-term strategies to reduce risks to people and property. Having a FEMA-approved plan makes the county and its jurisdictions eligible for major Hazard Mitigation Assistance (HMA) grant programs to help support safety and mitigation projects outlined in our plan. These projects reflect our community's interests and specific needs, and there is no requirement to complete any specific action within the Plan's 5-year cycle. Unfinished projects can simply roll into the next update (anticipated in 2030), and jurisdictions are not penalized for non-implementation.

Attachments:
A. RESOLUTION - Midland County 2025 Hazard Mitigation Action Plan

Michele Hagemann, Development Services	Created/Initiated - 12/29/2025
Carl Craigo, Utilities	Approved - 12/29/2025
Christy Weakland, Finance	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/5/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026

Rachel Guentensberger, City Secretary Final Approval - 1/7/2026

RESOLUTION NO. _____

RESOLUTION ADOPTING THE MIDLAND COUNTY 2025 HAZARD MITIGATION ACTION PLAN

WHEREAS, the City of Midland recognizes the threat that natural hazards pose to people and property within the City of Midland; and

WHEREAS, the Midland County has prepared a multi-hazard mitigation plan, hereby known as Midland County 2025 Hazard Mitigation Action Plan (the "Plan"), in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Midland from the impacts of future hazards and disasters; and

WHEREAS, the City of Midland's adoption of the Plan demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Plan; and

WHEREAS, the City Council finds it to be in the public interest to adopt the Plan;

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

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

SECTION TWO. That the City of Midland hereby adopts the Midland County 2025 Hazard Mitigation Action Plan, which is incorporated herein by reference for all purposes.

SECTION THREE. That the Plan may be edited or amended after submission for review, but shall not require the adoption of further iterations of the same. Notwithstanding the foregoing, the Plan must be updated within 5 years.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting "AYE":

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Lindsey Adams, Strategic Partnerships Officer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 11.
Meeting Date: January 13, 2026
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER LAND SERVICES CONTRACT WITH J DUB ENTERPRISES, LLC FOR PROFESSIONAL SERVICES RELATED TO THE MANAGEMENT OF OIL, GAS, AND MINERAL RIGHTS OWNED BY THE CITY OF MIDLAND, TEXAS; AND AUTHORIZING PAYMENT

Purpose:
A Resolution authorizing the execution of a master land services contract with J Dub Enterprises, LLC to provide the City of Midland with an administrative solution for the management of its oil, gas, and mineral rights. The administrative services in the contract generally relate to duties that are customarily part of the oil and gas mineral land function, which includes but is not limited to the following:

Create and manage a database of properties, wells, operators, and other title information.

Evaluate and approve division orders.

Participate in monthly meetings and education training as requested.

Compare 1099's provided by the City of Midland against revenues.

Contact third parties to recover funds owed to the City of Midland.

Provide guidance on matters related to the City's oil, gas, and mineral rights as needed

Recommended Action:
Approve

Fiscal Impact:
The fees to be paid under the contract are as follows:

$40,000 flat fee;

30% commission for recovery/value added; and

10% commission on escheated funds.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
This is an ongoing master contract where the City of Midland can hire J Dub Enterprises, LLC as an independent contractor for oil and gas land services, with each project's scope and pay set in separate Work Orders. J Dub is not a City employee, must keep City information confidential, hold any advance City funds in a trust account, maintain specified liability insurance, and has its liability to the City tightly limited and capped at recent Work Order fees.

Either party may terminate the master contract without cause on 30 days' written notice, and either may cancel an individual project (request for services) on 48 hours' notice or immediately for good cause such as material breach or undue third-party liability risk

Attachments: Resolution; Master Land Services Contract; Office Memo;

Attachments:
A. Master Land Services memo - J Dub Enterprises LLC
B. Master Land Services Contract_Exhibit to Resolution
C. Authorize MSA for Mineral Management Services - J Dub Enterprise Reso w Exh

Liliana Morales, Development Services - Oil and Gas	Created/Initiated - 1/7/2026
Garrick Clayton, Development Services - Oil and Gas	Approved - 1/7/2026
Elizabeth Triggs, Development Services	Approved - 1/7/2026
Christy Weakland, Finance	Approved - 1/7/2026
Linda Ochoa, Legal	Approved - 1/7/2026
Jose Ortiz, City Manager	New -
Morris Williams, City Manager	
Rachel Guentensberger, City Secretary	

City of Midland
Office Memorandum

DATE: January 13, 2026

TO: The Honorable Mayor and City Council Members

FROM: Garrick Clayton, Oil and Gas Officer

SUBJECT: A Proposed Master Land Services Contract with J Dub Enterprises, LLC

The proposed master land services contract with J Dub Enterprises, LLC will provide the City of Midland with an administrative solution for the management of its oil, gas, and mineral rights. The administrative services contemplated in the contract generally relate to duties that are customarily part of the oil and gas mineral land function, which includes but is not limited to the following:

- Create and manage a database of properties, wells, operators, and other title information.
- Evaluate and approve division orders.
- Participate in monthly meetings and education training as requested.
- Compare 1099's provided by the City of Midland against revenues.
- Contact third parties to recover funds owed to the City of Midland.
- Provide guidance on matters related to the City's oil, gas, and mineral rights as needed.

The fees to be paid under the contract are as follows:

- $40,000 flat fee;
- 30% commission for recovery/value added; and
- 10% commission on escheated funds.

Please do not hesitate to contact me with any question you may have.

MASTER LAND SERVICES CONTRACT

This Master Land Services Contract (the "***Contract***") is made and entered into effective this 14th day of January, 2026, between the **City of Midland, Texas**, a home rule municipal corporation, whose address is 300 North Loraine Street, Midland, Texas 79701 (hereafter "***Client***"), and **J Dub Enterprises, LLC**, a Texas limited liability company, whose address is P.O. Box 131239, Dept. JDUB, Spring, Texas 77393 ("***Contractor***").

In consideration of the mutual covenants and agreements, and subject to the terms and conditions contained in this Contract, Client and Contractor agree as follows:

ARTICLE I. SERVICES PROVIDED BY CONTRACTOR

A. Contractor shall provide on a non-exclusive basis such land related services as Client may request from time to time and that Contractor agrees to perform; provided that services specified by the Client under Art. I.B. below shall be performed on an exclusive basis as to the lands and participants involved. Those services shall generally relate to services and duties that are customarily a part of the oil and gas or mineral land function. For the purposes of this Contract, the term "***Contractor***" shall include owners, directors, shareholders, employees, servants, agents, representatives or subcontractors of J Dub Enterprises, LLC.

B. The specific services to be provided in connection with any particular project shall be specified in writing from Client to Contractor in a Work Order outlining the scope of work as well as the consideration for the work to be performed. In all other respects, and in the absence of a written Work Order, the terms and provisions of this Contract shall control the relationship between Client and Contractor.

C. All work and services provided by Contractor pursuant to this Contract shall be performed according to the specifications of Client, in a good and workman-like manner, with diligence and in accordance with good industry practices and procedures. Client shall exercise no control over (i) Contractor's employees, servants, agents, representatives, or subcontractors, (ii) the employees, servants, agents or representatives of its subcontractors, or (iii) the methods or means employed by Contractor or its subcontractors in the performance of such work or services, Client being solely interested in the attainment of the desired results.

D. Contractor may not assign or transfer this Contract, or any part thereof, without the advance written consent of the Client. Client expressly agrees that Contractor may utilize or employ subcontractors in performance of such services under this Contract as Contractor sees fit, which subcontractors shall for all purposes hereunder be deemed to be subcontractors or employees, as the case may be, of Contractor. Client shall never have any duty or liability to directly pay to a subcontractor any fees, charges, per diem or expenses incurred in performance of this Contract. **CONTRACTOR SHALL AT ALL TIMES BE PRIMARILY LIABLE TO ITS SUBCONTRACTORS AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT IN CONNECTION HEREWITH**. Contractor agrees that it shall at all times be responsible for the performance of this Contract and for the performance of its subcontractors.

E. Contractor agrees to adhere to the AAPL Code of Ethics, the AAPL Standards of Practice, and the NARO Foundation Code of Ethics; copies of said codes and standards are attached hereto.

ARTICLE II. RELATIONSHIP OF CLIENT AND CONTRACTOR

A. This Contract does not create an employer/employee relationship between Client and Contractor. Contractor shall at all times act as an independent contractor in furnishing all services under this Contract.

B. Contractor, its employees, servants, agents, representatives or subcontractors shall not be entitled to any pension, health insurance, profit sharing or other benefits that Client provides for its employees.

C. In the event that services provided by Contractor include the acquisition of oil, gas or mineral leases, minerals, royalties, rights-of-way, seismic permits, options to acquire any of the foregoing, or interests in other real or personal property for the account of Client, Contractor shall act as agent on behalf of Client within the authority and for the purposes specified in the request for service, but shall have no authority to bind Client in any other manner or for any other purpose, or to enter into any contract or agreement on behalf of Client. Notwithstanding the foregoing, Client shall approve in advance the form of all oil and gas leases, division orders, seismic permits, options, and similar agreements to acquire real property interests.

D. Client shall not be required to pay or withhold from any sums due to Contractor under this Contract any payroll taxes, self-employment taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, or worker's compensation insurance which are based in whole or in part upon wages, salaries or other compensation paid to Contractor or its employees. **CONTRACTOR SHALL BE SOLELY LIABLE FOR THE PAYMENT OF SUCH SUMS, IF ANY, WHICH MAY BE DUE IN CONNECTION WITH WORK PERFORMED PURSUANT TO THIS CONTRACT AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT THEREFROM**.

E. Except as provided in Article IV.A. and IV.B. below, nothing herein contained shall be deemed to prevent either party to this agreement from engaging in other activities for profit, either in the oil and gas business or otherwise, or, separately or collectively with one or more other parties in the future. Except as expressly prohibited in this Contract, the parties recognize Contractor's right to compete and/or to work for others.

ARTICLE III. TERM AND TERMINATION

A. This Contract shall continue in full force and effect until terminated as herein provided.

B. Either party may cancel this Contract without cause at any time by giving the other party thirty (30) days written notice.

C. Any request for services provided may be canceled by Client without cause at any time upon forty-eight (48) hours advance notice, which notice shall be promptly confirmed in writing, or by Contractor in the same manner upon forty-eight (48) hours advance notice.

D. Either party may immediately terminate this Contract or cancel any request for service for good cause, which shall include (i) material breach of the terms hereof, (ii) conduct by one party exposing the other to potential liability to a third party for tort or contract damages, or (iii) occurrence of either an event or events reasonably beyond the control of the terminating party or the discovery of information not reasonably known at the time of this Contract or commencement of any request for service, either of which renders continuation commercially unreasonable.

E. Termination or cancellation of this Contract or cancellation of any request for service shall not extinguish or diminish those rights and obligations of either Client or Contractor that may have accrued prior thereto. Without limiting the foregoing, Contractor shall be entitled to compensation for all services performed, fees and commissions earned, and reimbursable costs incurred through the effective date of termination or cancellation, including any amounts that become due following such date in connection with Contractor's efforts initiated prior to termination or cancellation.

ARTICLE IV. CONFIDENTIALITY, NON-DISCLOSURE AND CONFLICT OF INTEREST

A. Unless such disclosure is necessary in connection with any request for service or as otherwise designated by Client, the existence of any prospective transaction being evaluated by the Client, all work-related information, title information, areas of interest, maps, letters, memoranda, and other information provided by Client, and all other materials and plans from, and negotiations with, third parties concerning the services requested of

Contractor under any request for services are proprietary to Client and shall be held strictly confidential by Contractor, its employees and permitted subcontractors during the period that such request for service is effective and for twelve (12) months thereafter. Contractor shall take all reasonable steps to identify all such confidential information to its employees and permitted subcontractors, and to ensure that those parties observe the provisions of this paragraph. All maps, reports and other work product produced by Contractor in the performance of this Contract shall be the exclusive property of Client, and shall be delivered to Client at its request within five days after completion of services pursuant to the applicable request for service.

B. Contractor and Client agree that no employee of Client has a direct or indirect financial interest in Contractor's business. Client, its employees, directors or officers, may not request and shall not receive from Contractor any commissions, gifts or compensation of any type or value above that normally encountered in usual and customary business practices and exceeding either (i) those permitted under Client policy or (ii) what is permitted by applicable law.

ARTICLE V. MISCELLANEOUS

A. All funds advanced by Client to Contractor for use on Client's behalf in connection with this Contract (the "***Trust funds***") shall be held by Contractor as Trustee for the benefit of Client and shall be disbursed by Contractor only in the manner and amounts approved by Client. All Trust funds shall be deposited in a federally insured bank or savings account separate and apart from Contractor's own funds, or the funds Contractor may hold for any other person, which account shall clearly be identified on the bank's records as a trust account. Client shall have the right, at any time, to withdraw or demand repayment of all or any part of the Trust funds that have not been previously authorized for disbursement. Upon such demand, Contractor shall immediately pay to Client all of said Trust funds. All earned interest attributable to the Trust funds, if any, shall belong to Client. In the event of Contractor's bankruptcy or insolvency, all remaining Trust funds shall be returned to Client immediately upon Client's request, and the bank or savings institution shall be authorized to pay such funds directly to Client upon presentation of an original counterpart of this Contract and evidence of the correct amount of such funds. Upon either authorized disbursement of all Trust funds, or return to Client of all remaining Trust funds on hand, the trust established by this paragraph shall terminate. The Trust funds shall never be a part of Contractor's estate.

B. **NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, CONTRACTOR SHALL NOT BE LIABLE TO CLIENT FOR ANY ACTION OR INACTION OF CONTRACTOR EXCEPT TO THE EXTENT OF DIRECT LOSSES FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED SOLELY FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF CONTRACTOR IN THE PERFORMANCE OF CONTRACTOR'S DUTIES OR OBLIGATIONS UNDER THIS CONTRACT OR ANY WORK ORDER AFFILIATED WITH SAID CONTRACT. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CLIENT FOR ANY LOSSES THAT ARE INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ENHANCED OR THAT REPRESENT LOST PROFITS, OPPORTUNITY COSTS OR DIMINUTION OF VALUE.**

C. Notwithstanding anything in this Contract to the contrary, the maximum amount of cumulative liability of Contractor to Client for any losses, damages or claims arising out of the subject matter of, or in any way related to, this Contract, regardless of the basis or legal theory of liability, whether in contract, tort, strict liability or otherwise, shall not exceed the fees paid by Client to Contractor under the most recent Work Order for a specific Service Period. The provisions of this paragraph allocate risks under this Contract between Client and Contractor and form an essential basis of the bargain between the parties, and, absent any of such provisions, the provisions of any Work Order, including, without limitation, the economic terms, would be substantially different. Contractor's pricing reflects this allocation of risks and limitation of liability. The provisions of this paragraph shall apply to the maximum extent permitted by law, even if any remedy fails

its essential purpose, and shall survive the expiration or termination of this Contract.

D. **INDEMNIFICATION. TO THE EXTENT ALLOWED BY TEXAS LAW, CLIENT SHALL, AT ITS OWN EXPENSE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR AND CONTRACTOR'S AFFILIATES AND EACH OF CONTRACTOR'S AND CONTRACTOR'S AFFILIATES' RESPECTIVE MEMBERS, MANAGERS, OWNERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY LOSS (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND COSTS TO ENFORCE THIS PROVISION), LIABILITY, DAMAGE OR CLAIM THAT CONTRACTOR SUFFERS, INCURS, OR PAYS AS A RESULT OF ANY THIRD PARTY CLAIM OR CLAIM AMONG THE PARTIES HERETO RELATED TO CLIENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN ITS PERFORMANCE UNDER THIS CONTRACT OR ANY AFFILIATED WORK ORDER. ANY EXPENSES (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND COSTS) INCURRED BY CONTRACTOR IN DEFENDING OR RESPONDING TO ANY CLAIMS (OR IN ENFORCING THIS PROVISION) SHALL BE PAID BY CLIENT ON A QUARTERLY BASIS PRIOR TO THE FINAL DISPOSITION OF SUCH MATTER. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.**

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence

The Commercial General Liability shall be on occurrence basis.

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

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

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

F. This Contract and Client's engagement of Contractor are governed by the laws of the State of Texas. Any claim relating to this Contract or Client's engagement of Contractor will be resolved initially by mediation in Midland County, Texas. If the claim is not resolved by mediation, either party may pursue resolution of such claim by filing suit in a district court located in Midland County, Texas. Exclusive venue for any claim, suit, or any other action arising from or connected in any way to this Contract shall be in Midland County, Texas.

G. THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICT OF LAW RULES OR PRINCIPLES. ALL SERVICES PROVIDED PURSUANT TO THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

H. This Contract, and any related request for service, constitutes the entire agreement of the parties and shall supersede and replace all prior discussions, understandings or agreements (oral or written) between Client and Contractor related to the subject matter hereof. If any part of this Contract shall be unenforceable for any reason, the remaining parts of the Contract shall nevertheless be binding upon and inure to the benefit of the parties.

I. The failure of either Client or Contractor to exercise any of its rights under this Contract shall not constitute a waiver of such rights with respect to any future occurrence or breach of this Contract.

J. All notices required or permitted in connection with this Contract shall be delivered in the manner provided herein to the parties' address above. Notices required to be in writing may be delivered by first class mail, properly addressed and with all postage paid, by courier with cost to be paid by the party delivering notice, by email or by facsimile transmission. Unless otherwise specified herein, all notices shall be effective when received. Any party may change their address for notices in writing to the other party.

K. Contractor agrees that all of its services provided hereunder for the account of Client shall be conducted ethically in accordance with the Standards of Practice published by the American Association of Professional Landmen and the National Association of Royalty Owners.

L. In the event Client fails to timely pay any undisputed amounts due, Contractor may, after ten (10) days' written notice and opportunity to cure, suspend services under any active Work Order until all past due balances are paid in full. Interest shall continue to accrue during suspension. Contractor may also terminate the Work Order and/or this Contract for continued nonpayment.

M. Upon termination or expiration of this Contract, Contractor shall cooperate reasonably in transitioning records to Client or its designee, provided that all outstanding invoices have been paid. Contractor may retain a copy of records as necessary to defend or support any commission claims or for compliance and audit purposes.

ARTICLE VI. EXECUTION

This Contract may be executed in any number of counterparts or duplicate originals, but shall not be binding upon any party hereto unless and until executed and accepted by all parties. The Parties agree that facsimile or electronic signatures, including those obtained through electronic signature platforms such as DocuSign or similar services, shall be considered valid and binding for all purposes. The use of electronic signatures is intended to have the same force and effect as the use of manual signatures. Each party agrees to accept the electronic signature of the other party on this Contract and any related documents. The parties acknowledge and agree that the electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The parties further agree that any reproduction of this Contract and related documents made by reliable means, including but not limited to photocopy, facsimile, or electronic copy, shall be considered an original. The parties agree to cooperate in good faith to ensure that electronic signatures are given full legal effect in accordance with applicable law. When properly executed and accepted, this Contract shall be binding upon and inure to the benefit of Contractor and Client, their respective heirs, successors and assigns.

CLIENT:
CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

Phone: _____

CONTRACTOR:
J DUB ENTERPRISES, LLC

By: _____
James Wright
President

Phone: 432-557-6311

AAPL CODE OF ETHICS

The Code of Ethics shall be the basis of conduct, business principles and ideals for the members of the AAPL; and it shall be understood that conduct of any member of the Association inconsistent with the provisions set forth in this Article shall be considered unethical and said individual's membership status shall be subjects to review for possible disciplinary action as prescribed in Article XVII of these Bylaws.

In the area of human endeavor involving trading under competitive conditions, ethical standards for fair and honest dealing can be made increasingly meaningful by an association organized and dedicated not only to the definition, maintenance, and enforcement of such standards, but to the improvement and education of its members as set out in the Standards of Practice. Such is the objective of the AAPL and such is its public trust.

Section 1. It shall be the duty of the Land Professional at all times to promote and, in a fair and honest manner, represent the industry to the public at large with the view of establishing and maintaining goodwill between the industry and the public and among industry parties.

The Land Professional, in his dealings with landowners, industry parties, and others outside the industry, shall conduct himself in a manner consistent with fairness and honesty, such as to maintain the respect of the public.

Section 2. Competition among those engaged in the mineral and energy industries shall be kept at a high level with careful adherence to established rules of honesty and courtesy.

A Land Professional shall not betray his partner's, employer's, or client's trust by directly turning confidential information to personal gain.

The Land Professional shall exercise the utmost good faith and loyalty to his employer (or client) and shall not act adversely or engage in any enterprise in conflict with the interest of his employer (or client). Further, he shall act in good faith in his dealings with the industry associates.

The Land Professional shall represent others in his areas of expertise and shall not represent himself to be skilled in professional areas in which he is not professionally qualified.

AAPL Standards of Practice

Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. The Code of Ethics shall be the basis of conduct, business principles and ideals for the members of the American Association of Professional Landmen.

In the area of human endeavor involving trading under competitive conditions, ethical standards for fair and honest dealing can be made increasingly meaningful by an association organized and dedicated not only to the definition, maintenance and enforcement of such standards, but to the improvement and education of its members. Such is the objective of the American Association of Professional Landmen and such is its public trust.

Such standards impose obligations beyond those of ordinary trading They impose grave social responsibility and a duty to which the land professional should dedicate himself. A land professional, therefore, is zealous to maintain and improve the standards of his calling and shares with his fellow land professionals common responsibility for its integrity and honor. The term "Land Professional" has come to connote competency, fairness integrity and conduct in business relations. No inducement of profit and no instruction from clients can ever justify departure from these Ideals.

In order to inform the members of the specific conduct, business principles and ideals mandated by the Code of Ethics, the Association has adopted the following Standards of Practice, and every member shall conduct his business in accordance therewith:

1. In justice to those who place their interests in his care, a land professional shall be informed regarding laws, proposed legislation, governmental regulations, public policies, and current market conditions in his area of represented expertise, in order to be in a position to advise his employer or client properly (D. E).* (*)References are to the foregoing summary of the standards of professional conduct and guiding principles and ideals mandated by the Code of Ethics and AAPL Bylaws.

2. It is the duty of the land professional to protect the members of the public with whom he deals against fraud, misrepresentation, and unethical practices. He shall eliminate any practices which could be damaging to the public or bring discredit to the petroleum or mining industries.

3. In accepting employment, the land professional pledges himself to protect and promote the interests of his employer or client. This obligation of absolute fidelity to the employer's or client's interests is primary but it does not relieve the land professional of his obligation to treat fairly all parties to any transaction, or act in an ethical manner (A, B).

4. The land professional shall not accept compensation from more than one principal for providing the same service, nor accept compensation from more than one party to a transaction, without the full knowledge of all principals or parties to the transaction (B, C).

5. The land professional shall not deny equal professional services to any person for reasons of race, creed, sex, or country of national origin. The land professional shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, creed, sex or country of national origin (A, F).

6. A land professional shall provide a level of competent service in keeping with the standards of practice in those fields in which a land professional customarily engages. The land professional shall not represent himself to be skilled in nor shall he engage in professional areas in which he is not qualified such as the practice of law, geology, engineering or other disciplines (D).

7. The land professional shall not undertake to provide professional services concerning a property or a transaction where he has a present or contemplated interest, unless such interest is specifically disclosed to all affected parties (C).

8. The land professional shall not acquire for himself or others an interest in property which he is called upon to purchase for his principal, employer or client without the consent of said principal, employer, or client. He shall disclose his interest in the area which might be in conflict

with his principal, employer or client. In leasing any property or negotiating for the sale of any block of leases, including lands owned by himself or in which he has any interest, a land professional shall reveal the facts of his ownership or interest to the potential buyer (C).

9. If a land professional is charged with unethical practice or is asked to present evidence in any disciplinary proceeding or investigation, or has direct knowledge of apparent unethical misconduct of another member, he shall place all pertinent facts before the proper authority of the American Association of Professional Landmen (E).

10. The land professional shall not accept any commission, rebate, interest, overriding royalty or other profit on transactions made for an employer or client without the employer's or client's knowledge and consent (B).

11. The land professional shall assure that monies coming into his possession in trust for other persons, such as escrows, advances for expenses, fee advances, and other like items, are properly accounted for and administered in a manner approved by his employer or client (B).

12. The land professional shall avoid business activity which may conflict with the interest of his employer or client or result in the unauthorized disclosure or misuse of confidential information (C).

13. The land professional shall at all times present an accurate representation in his advertising and disclosures to the public (A).

14. The land professional shall not aid or abet the unauthorized use of the title "Certified Professional Landmen."

15. The land professional shall not participate in conduct which causes him to be convicted, adjudged or otherwise recorded as guilty by any court of competent jurisdiction of any felony, any offense involving fraud as an essential element, or any other serious crime.

NARO Foundation Code of Ethics

Adopted October 23, 2003

A Certified Mineral Manager Shall:

1. Promote and represent the industry to the public with the view of establishing and maintaining positive working relationships between the industry and the public and among industry partners.
2. Demonstrate at all times a commitment to diligence in the performance of his or her duties.
3. Conduct him or herself in a manner consistent with fairness and honesty.
4. Compete in an honest and courteous manner with careful adherence to established rules of honesty, fairness, and courtesy.
5. Not betray other's interest by directly turning confidential information to personal gain by converting or seeking for the purposes of conversion any confidential or discretionary information available for personal gain for him or herself or anyone.
6. Represent to others his or her area of expertise and shall not represent him or herself to be skilled in a function or duty in which he or she is not qualified or certified.
7. Act at all times in good faith in all dealings and exercise the utmost good faith and loyalty to the party or parties represented and shall not act adversely nor engage in any enterprise in conflict with that interest.
8. Not knowingly participate in the conduct of any activity which causes him or her to be convicted, adjudged, or otherwise recorded as guilty by any court of competent jurisdiction of any felony or any offense involving fraud as an essential element or moral turpitude.

WORK ORDER

Effective Date: January 14, 2026

Service Period: Effective Date through December 31, 2026

CLIENT: CITY OF MIDLAND, TEXAS, a home rule municipal corporation, whose mailing address is 300 North Loraine Street, Midland, Texas 79701.

CONTRACTOR: J DUB ENTERPRISES LLC, a Texas limited liability company, whose mailing address is P.O. Box 131239, Dept. JDUB, Spring, Texas 77393.

Geographic Area where work is to be performed (if applicable):

State: Various County: Various

Description as follows:

Various properties owned by Client.

I. GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED, SPECIAL INSTRUCTIONS AND LIMITATIONS ON AUTHORITY

Land service activities as requested by Client related to the management of oil, gas and/or mineral rights owned by Client from the Effective Date of this Work Order through the end of the Service Period. Contractor will specifically provide the following services:

1. Create and manage a database of properties, wells, operators, and other title information provided by Client for known Client properties (excluding CDEX revenue data).
2. Evaluate, market, and sell properties as directed by Client.
3. Review and monitor checks as provided for anomalies.
4. Evaluate and approve division orders when received.
5. Evaluate and advise on any correspondence received.
6. Provide guidance on matters related to Client's oil, gas and mineral rights as needed.
7. Participate in monthly meetings and education training as requested by Client.
8. Negotiate potential oil and gas leases, pipeline and electric line easements, surface use agreements, unit agreements and other similar agreements on Client properties.
9. Upon Client's request, manage and pay all JIBs/LOE/AFE expenses with Client's funds, with Client's approval.
10. Compare 1099's provided by Client against revenues.
11. Contact third parties to recover funds owed to Client.

Only the services specifically described in this Work Order or otherwise confirmed in writing by Contractor shall be performed during the Service Period. All other services may be subject to separate Work Orders or additional fees.

II. FEES CHARGEABLE BY CONTRACTOR:

1. Without limiting the provisions of the remaining paragraphs contained in this Article II, Contractor shall be paid a flat fee of Forty Thousand Dollars ($40,000.00) for the above-described services to be provided by Contractor during the Service Period.

   In addition to the flat fee set forth above, the following amounts shall be payable by Client to Contractor as set forth in the paragraphs below:

2. Contractor shall be paid a total of Twenty-Five Dollars per hour ($25.00/hour) to scan, digitize, label and organize any files provided by Client. Bills for scanning services shall be provided to Client at the end of each scanning project or thirty days prior to the end of the Service Period.

3. Client shall pay Contractor a commission on all increases in compensation secured by Contractor in connection with transactions involving Client properties, including, without limitation, the sale or lease of Client properties, or the negotiation of easements, rights-of-way, surface agreements, or other agreements involving Client properties. The amount of such commission shall equal 30% of any amount received over the initial offer received by Client. For example, if Client has an offer to sell or lease a property for a sales price or bonus amount of $10,000 and Contractor brings a buyer or lessee who will purchase or lease the property at $20,000, Client will receive $17,000 of the sales proceeds or bonus amount and Contractor will be paid a commission of $3,000 (calculated as $20,000 - $10,000 = $10,000; $10,000 x 30% = $3,000). Should Client not have an existing offer for any such transaction involving a Client property, Contractor shall be entitled to a commission equal to ten percent (10%) of the total compensation received by Client in connection with such transaction. Contractor and Client agree that said commission can be delivered, at Contractor's option, either as cash (in the case of a sale, lease or granting of an agreement) or as receipt of the corresponding percentage of the properties or interests being sold (in the case of a sale). In the event Contractor's commission is not delivered to Contractor at the closing of the transaction, Client shall deliver such commission to Contractor within twenty (20) days after such closing. Should Client and Contractor agree to a direct sale or lease between Client and Contractor, Contractor shall not be entitled to a commission for any Client property that is purchased or leased by Contractor or by any affiliate of Contractor.

4. If Contractor elects to audit or review payments or revenue received by or owed to Client and Contractor recovers funds on behalf of Client, including, without limitation, funds owing to Client that are held in suspense or otherwise unpaid, Client shall pay Contractor a commission equal to 30% of any and all amounts recovered on behalf of Client. In addition, if Contractor is able to reduce the property taxes payable on any Client property, Client shall pay Contractor a commission equal to 30% of the amount of such property tax reduction. Client shall deliver any such commission payable under the terms of this paragraph to Contractor within twenty (20) days after Client's receipt of any such recovered amount or after such property tax reduction, as applicable. In the event any such

recovered amount is paid to Contractor on behalf of Client, Client agrees that Contractor may withhold and retain any such commission payable under the terms of this paragraph and may then deliver the remainder of such recovered amount to Client. Notwithstanding the foregoing, in the event Contractor recovers funds on behalf of Client that have been delivered to a state or governmental agency as unclaimed property, the commission payable to Contractor under this paragraph for the recovery of such unclaimed property shall equal the lesser of (i) 10% of the amount of such unclaimed property recovered on behalf of Client, or (ii) the highest percentage of commission on such recovered unclaimed property permissible under applicable law. Without limiting the terms or provisions of Paragraph 5 immediately below, in the event Contractor hires one or more third parties to assist with any such recovery, Contractor shall pay the costs involved with hiring such third parties.

5. Client shall reimburse Contractor for mileage driven (at the standard mileage rate then in effect as established by the IRS), airfare, hotels, meals, and other expenses related to work performed in service of Client; provided, however that reimbursement for travel expenses, such as mileage driven, airfare, hotels or meals, shall only apply when an individual working on behalf of Contractor is required to travel away from the city in which such individual's primary residence is located in direct performance of services hereunder. Client shall also reimburse Contractor for expenditures incurred directly on behalf of Client (for example, shipping fees, office supplies, governmental recording fees, abstract plant fees, postage, etc.). Receipts shall accompany any request for reimbursement. Client shall provide such reimbursement to Contractor within twenty (20) days after Client's receipt of such reimbursement request.

6. Any amount owed to Contractor under this Work Order that becomes overdue shall accrue interest at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate allowed by applicable law, from the date such amount is due until paid. In the event Client fails to timely pay any amount due under this Work Order or the Master Contract, Contractor shall have the right to suspend further performance until payment is made. Any collection costs, including reasonable attorney's fees, shall be added to the amount due.

III. ADDITIONAL PROVISIONS:

1. This Work Order may be executed in any number of counterparts or duplicate originals, but shall not be binding upon any party hereto unless and until executed and delivered by all parties hereto. When properly executed and delivered, this Work Order shall be binding upon and inure to the benefit of Contractor and Client, their respective heirs, legal representatives, successors and permitted assigns; provided, however, that Client may not assign or transfer any of its rights or obligations under this Work Order without the prior written consent of Contractor and any assignment made without such consent shall be void.

2. If any term or provision of this Work Order is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Work Order shall nevertheless remain in full force and effect.

3. This Work Order is executed subject to and in accordance with that certain Master Land Services Contract dated January 14, 2026 between Contractor and Client (the "Master Contract").

IN WITNESS WHEREOF, Client and Contractor have executed this Work Order effective as of the Effective Date set forth above.

CLIENT: **CITY OF MIDLAND, TEXAS**	**CONTRACTOR:** **J DUB ENTERPRISES LLC**
By: _____	By: _____
Name: _____	James Wright
Title: _____	President

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER LAND SERVICES CONTRACT WITH J DUB ENTERPRISES, LLC FOR PROFESSIONAL SERVICES RELATED TO THE MANAGEMENT OF OIL, GAS, AND MINERAL RIGHTS OWNED BY THE CITY OF MIDLAND, TEXAS; AND AUTHORIZING PAYMENT

WHEREAS, the City of Midland has selected J Dub Enterprises, LLC to provide professional services related to the management of oil, gas, and mineral rights owned by the City; and

WHEREAS, J Dub Enterprises, LLC has agreed to perform said professional services; and

WHEREAS, the City Council finds that J Dub Enterprises, LLC is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by J Dub Enterprises, LLC are consistent with and not higher than the recommended practices and fees published by the applicable professional associations, if any, and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that J Dub Enterprises, LLC provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a master land services contract with J Dub Enterprises, LLC as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fees for the services;

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 master land services contract with J Dub Enterprises, LLC for said professional services. A copy said contract is attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, any and all related work orders necessary and appropriate to carry out the intent of the master land services contract.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay J Dub Enterprises, LLC in accordance with the terms of the master land services contract and any related work order from funds available in the Airport Operating and Parks Oil and Gas Funds 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., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Garrick Clayton, Oil and Gas Officer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

MASTER LAND SERVICES CONTRACT

This Master Land Services Contract (the "***Contract***") is made and entered into effective this 14th day of January, 2026, between the **City of Midland, Texas**, a home rule municipal corporation, whose address is 300 North Loraine Street, Midland, Texas 79701 (hereafter "***Client***"), and **J Dub Enterprises, LLC**, a Texas limited liability company, whose address is P.O. Box 131239, Dept. JDUB, Spring, Texas 77393 ("***Contractor***").

In consideration of the mutual covenants and agreements, and subject to the terms and conditions contained in this Contract, Client and Contractor agree as follows:

ARTICLE I. SERVICES PROVIDED BY CONTRACTOR

A. Contractor shall provide on a non-exclusive basis such land related services as Client may request from time to time and that Contractor agrees to perform; provided that services specified by the Client under Art. I.B. below shall be performed on an exclusive basis as to the lands and participants involved. Those services shall generally relate to services and duties that are customarily a part of the oil and gas or mineral land function. For the purposes of this Contract, the term "***Contractor***" shall include owners, directors, shareholders, employees, servants, agents, representatives or subcontractors of J Dub Enterprises, LLC.

B. The specific services to be provided in connection with any particular project shall be specified in writing from Client to Contractor in a Work Order outlining the scope of work as well as the consideration for the work to be performed. In all other respects, and in the absence of a written Work Order, the terms and provisions of this Contract shall control the relationship between Client and Contractor.

C. All work and services provided by Contractor pursuant to this Contract shall be performed according to the specifications of Client, in a good and workman-like manner, with diligence and in accordance with good industry practices and procedures. Client shall exercise no control over (i) Contractor's employees, servants, agents, representatives, or subcontractors, (ii) the employees, servants, agents or representatives of its subcontractors, or (iii) the methods or means employed by Contractor or its subcontractors in the performance of such work or services, Client being solely interested in the attainment of the desired results.

D. Contractor may not assign or transfer this Contract, or any part thereof, without the advance written consent of the Client. Client expressly agrees that Contractor may utilize or employ subcontractors in performance of such services under this Contract as Contractor sees fit, which subcontractors shall for all purposes hereunder be deemed to be subcontractors or employees, as the case may be, of Contractor. Client shall never have any duty or liability to directly pay to a subcontractor any fees, charges, per diem or expenses incurred in performance of this Contract. **CONTRACTOR SHALL AT ALL TIMES BE PRIMARILY LIABLE TO ITS SUBCONTRACTORS AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT IN CONNECTION HEREWITH**. Contractor agrees that it shall at all times be responsible for the performance of this Contract and for the performance of its subcontractors.

E. Contractor agrees to adhere to the AAPL Code of Ethics, the AAPL Standards of Practice, and the NARO Foundation Code of Ethics; copies of said codes and standards are attached hereto.

ARTICLE II. RELATIONSHIP OF CLIENT AND CONTRACTOR

A. This Contract does not create an employer/employee relationship between Client and Contractor. Contractor shall at all times act as an independent contractor in furnishing all services under this Contract.

B. Contractor, its employees, servants, agents, representatives or subcontractors shall not be entitled to any pension, health insurance, profit sharing or other benefits that Client provides for its employees.

C. In the event that services provided by Contractor include the acquisition of oil, gas or mineral leases, minerals, royalties, rights-of-way, seismic permits, options to acquire any of the foregoing, or interests in other real or personal property for the account of Client, Contractor shall act as agent on behalf of Client within the authority and for the purposes specified in the request for service, but shall have no authority to bind Client in any other manner or for any other purpose, or to enter into any contract or agreement on behalf of Client. Notwithstanding the foregoing, Client shall approve in advance the form of all oil and gas leases, division orders, seismic permits, options, and similar agreements to acquire real property interests.

D. Client shall not be required to pay or withhold from any sums due to Contractor under this Contract any payroll taxes, self-employment taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, or worker's compensation insurance which are based in whole or in part upon wages, salaries or other compensation paid to Contractor or its employees. **CONTRACTOR SHALL BE SOLELY LIABLE FOR THE PAYMENT OF SUCH SUMS, IF ANY, WHICH MAY BE DUE IN CONNECTION WITH WORK PERFORMED PURSUANT TO THIS CONTRACT AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CLIENT THEREFROM**.

E. Except as provided in Article IV.A. and IV.B. below, nothing herein contained shall be deemed to prevent either party to this agreement from engaging in other activities for profit, either in the oil and gas business or otherwise, or, separately or collectively with one or more other parties in the future. Except as expressly prohibited in this Contract, the parties recognize Contractor's right to compete and/or to work for others.

ARTICLE III. TERM AND TERMINATION

A. This Contract shall continue in full force and effect until terminated as herein provided.

B. Either party may cancel this Contract without cause at any time by giving the other party thirty (30) days written notice.

C. Any request for services provided may be canceled by Client without cause at any time upon forty-eight (48) hours advance notice, which notice shall be promptly confirmed in writing, or by Contractor in the same manner upon forty-eight (48) hours advance notice.

D. Either party may immediately terminate this Contract or cancel any request for service for good cause, which shall include (i) material breach of the terms hereof, (ii) conduct by one party exposing the other to potential liability to a third party for tort or contract damages, or (iii) occurrence of either an event or events reasonably beyond the control of the terminating party or the discovery of information not reasonably known at the time of this Contract or commencement of any request for service, either of which renders continuation commercially unreasonable.

E. Termination or cancellation of this Contract or cancellation of any request for service shall not extinguish or diminish those rights and obligations of either Client or Contractor that may have accrued prior thereto. Without limiting the foregoing, Contractor shall be entitled to compensation for all services performed, fees and commissions earned, and reimbursable costs incurred through the effective date of termination or cancellation, including any amounts that become due following such date in connection with Contractor's efforts initiated prior to termination or cancellation.

ARTICLE IV. CONFIDENTIALITY, NON-DISCLOSURE AND CONFLICT OF INTEREST

A. Unless such disclosure is necessary in connection with any request for service or as otherwise designated by Client, the existence of any prospective transaction being evaluated by the Client, all work-related information, title information, areas of interest, maps, letters, memoranda, and other information provided by Client, and all other materials and plans from, and negotiations with, third parties concerning the services requested of

Contractor under any request for services are proprietary to Client and shall be held strictly confidential by Contractor, its employees and permitted subcontractors during the period that such request for service is effective and for twelve (12) months thereafter. Contractor shall take all reasonable steps to identify all such confidential information to its employees and permitted subcontractors, and to ensure that those parties observe the provisions of this paragraph. All maps, reports and other work product produced by Contractor in the performance of this Contract shall be the exclusive property of Client, and shall be delivered to Client at its request within five days after completion of services pursuant to the applicable request for service.

B. Contractor and Client agree that no employee of Client has a direct or indirect financial interest in Contractor's business. Client, its employees, directors or officers, may not request and shall not receive from Contractor any commissions, gifts or compensation of any type or value above that normally encountered in usual and customary business practices and exceeding either (i) those permitted under Client policy or (ii) what is permitted by applicable law.

ARTICLE V. MISCELLANEOUS

A. All funds advanced by Client to Contractor for use on Client's behalf in connection with this Contract (the "***Trust funds***") shall be held by Contractor as Trustee for the benefit of Client and shall be disbursed by Contractor only in the manner and amounts approved by Client. All Trust funds shall be deposited in a federally insured bank or savings account separate and apart from Contractor's own funds, or the funds Contractor may hold for any other person, which account shall clearly be identified on the bank's records as a trust account. Client shall have the right, at any time, to withdraw or demand repayment of all or any part of the Trust funds that have not been previously authorized for disbursement. Upon such demand, Contractor shall immediately pay to Client all of said Trust funds. All earned interest attributable to the Trust funds, if any, shall belong to Client. In the event of Contractor's bankruptcy or insolvency, all remaining Trust funds shall be returned to Client immediately upon Client's request, and the bank or savings institution shall be authorized to pay such funds directly to Client upon presentation of an original counterpart of this Contract and evidence of the correct amount of such funds. Upon either authorized disbursement of all Trust funds, or return to Client of all remaining Trust funds on hand, the trust established by this paragraph shall terminate. The Trust funds shall never be a part of Contractor's estate.

B. **NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, CONTRACTOR SHALL NOT BE LIABLE TO CLIENT FOR ANY ACTION OR INACTION OF CONTRACTOR EXCEPT TO THE EXTENT OF DIRECT LOSSES FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED SOLELY FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF CONTRACTOR IN THE PERFORMANCE OF CONTRACTOR'S DUTIES OR OBLIGATIONS UNDER THIS CONTRACT OR ANY WORK ORDER AFFILIATED WITH SAID CONTRACT. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CLIENT FOR ANY LOSSES THAT ARE INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ENHANCED OR THAT REPRESENT LOST PROFITS, OPPORTUNITY COSTS OR DIMINUTION OF VALUE.**

C. Notwithstanding anything in this Contract to the contrary, the maximum amount of cumulative liability of Contractor to Client for any losses, damages or claims arising out of the subject matter of, or in any way related to, this Contract, regardless of the basis or legal theory of liability, whether in contract, tort, strict liability or otherwise, shall not exceed the fees paid by Client to Contractor under the most recent Work Order for a specific Service Period. The provisions of this paragraph allocate risks under this Contract between Client and Contractor and form an essential basis of the bargain between the parties, and, absent any of such provisions, the provisions of any Work Order, including, without limitation, the economic terms, would be substantially different. Contractor's pricing reflects this allocation of risks and limitation of liability. The provisions of this paragraph shall apply to the maximum extent permitted by law, even if any remedy fails

its essential purpose, and shall survive the expiration or termination of this Contract.

D. **INDEMNIFICATION. TO THE EXTENT ALLOWED BY TEXAS LAW, CLIENT SHALL, AT ITS OWN EXPENSE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR AND CONTRACTOR'S AFFILIATES AND EACH OF CONTRACTOR'S AND CONTRACTOR'S AFFILIATES' RESPECTIVE MEMBERS, MANAGERS, OWNERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY LOSS (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND COSTS TO ENFORCE THIS PROVISION), LIABILITY, DAMAGE OR CLAIM THAT CONTRACTOR SUFFERS, INCURS, OR PAYS AS A RESULT OF ANY THIRD PARTY CLAIM OR CLAIM AMONG THE PARTIES HERETO RELATED TO CLIENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN ITS PERFORMANCE UNDER THIS CONTRACT OR ANY AFFILIATED WORK ORDER. ANY EXPENSES (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND COSTS) INCURRED BY CONTRACTOR IN DEFENDING OR RESPONDING TO ANY CLAIMS (OR IN ENFORCING THIS PROVISION) SHALL BE PAID BY CLIENT ON A QUARTERLY BASIS PRIOR TO THE FINAL DISPOSITION OF SUCH MATTER. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.**

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence

The Commercial General Liability shall be on occurrence basis.

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

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

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

F. This Contract and Client's engagement of Contractor are governed by the laws of the State of Texas. Any claim relating to this Contract or Client's engagement of Contractor will be resolved initially by mediation in Midland County, Texas. If the claim is not resolved by mediation, either party may pursue resolution of such claim by filing suit in a district court located in Midland County, Texas. Exclusive venue for any claim, suit, or any other action arising from or connected in any way to this Contract shall be in Midland County, Texas.

G. THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICT OF LAW RULES OR PRINCIPLES. ALL SERVICES PROVIDED PURSUANT TO THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS.

H. This Contract, and any related request for service, constitutes the entire agreement of the parties and shall supersede and replace all prior discussions, understandings or agreements (oral or written) between Client and Contractor related to the subject matter hereof. If any part of this Contract shall be unenforceable for any reason, the remaining parts of the Contract shall nevertheless be binding upon and inure to the benefit of the parties.

I. The failure of either Client or Contractor to exercise any of its rights under this Contract shall not constitute a waiver of such rights with respect to any future occurrence or breach of this Contract.

J. All notices required or permitted in connection with this Contract shall be delivered in the manner provided herein to the parties' address above. Notices required to be in writing may be delivered by first class mail, properly addressed and with all postage paid, by courier with cost to be paid by the party delivering notice, by email or by facsimile transmission. Unless otherwise specified herein, all notices shall be effective when received. Any party may change their address for notices in writing to the other party.

K. Contractor agrees that all of its services provided hereunder for the account of Client shall be conducted ethically in accordance with the Standards of Practice published by the American Association of Professional Landmen and the National Association of Royalty Owners.

L. In the event Client fails to timely pay any undisputed amounts due, Contractor may, after ten (10) days' written notice and opportunity to cure, suspend services under any active Work Order until all past due balances are paid in full. Interest shall continue to accrue during suspension. Contractor may also terminate the Work Order and/or this Contract for continued nonpayment.

M. Upon termination or expiration of this Contract, Contractor shall cooperate reasonably in transitioning records to Client or its designee, provided that all outstanding invoices have been paid. Contractor may retain a copy of records as necessary to defend or support any commission claims or for compliance and audit purposes.

ARTICLE VI. EXECUTION

This Contract may be executed in any number of counterparts or duplicate originals, but shall not be binding upon any party hereto unless and until executed and accepted by all parties. The Parties agree that facsimile or electronic signatures, including those obtained through electronic signature platforms such as DocuSign or similar services, shall be considered valid and binding for all purposes. The use of electronic signatures is intended to have the same force and effect as the use of manual signatures. Each party agrees to accept the electronic signature of the other party on this Contract and any related documents. The parties acknowledge and agree that the electronic signatures appearing on this Contract are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The parties further agree that any reproduction of this Contract and related documents made by reliable means, including but not limited to photocopy, facsimile, or electronic copy, shall be considered an original. The parties agree to cooperate in good faith to ensure that electronic signatures are given full legal effect in accordance with applicable law. When properly executed and accepted, this Contract shall be binding upon and inure to the benefit of Contractor and Client, their respective heirs, successors and assigns.

CLIENT:
CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

Phone: _____

CONTRACTOR:
J DUB ENTERPRISES, LLC

By: _____
James Wright
President

Phone: 432-557-6311

AAPL CODE OF ETHICS

The Code of Ethics shall be the basis of conduct, business principles and ideals for the members of the AAPL; and it shall be understood that conduct of any member of the Association inconsistent with the provisions set forth in this Article shall be considered unethical and said individual's membership status shall be subjects to review for possible disciplinary action as prescribed in Article XVII of these Bylaws.

In the area of human endeavor involving trading under competitive conditions, ethical standards for fair and honest dealing can be made increasingly meaningful by an association organized and dedicated not only to the definition, maintenance, and enforcement of such standards, but to the improvement and education of its members as set out in the Standards of Practice. Such is the objective of the AAPL and such is its public trust.

Section 1. It shall be the duty of the Land Professional at all times to promote and, in a fair and honest manner, represent the industry to the public at large with the view of establishing and maintaining goodwill between the industry and the public and among industry parties.

The Land Professional, in his dealings with landowners, industry parties, and others outside the industry, shall conduct himself in a manner consistent with fairness and honesty, such as to maintain the respect of the public.

Section 2. Competition among those engaged in the mineral and energy industries shall be kept at a high level with careful adherence to established rules of honesty and courtesy.

A Land Professional shall not betray his partner's, employer's, or client's trust by directly turning confidential information to personal gain.

The Land Professional shall exercise the utmost good faith and loyalty to his employer (or client) and shall not act adversely or engage in any enterprise in conflict with the interest of his employer (or client). Further, he shall act in good faith in his dealings with the industry associates.

The Land Professional shall represent others in his areas of expertise and shall not represent himself to be skilled in professional areas in which he is not professionally qualified.

AAPL Standards of Practice

Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. The Code of Ethics shall be the basis of conduct, business principles and ideals for the members of the American Association of Professional Landmen.

In the area of human endeavor involving trading under competitive conditions, ethical standards for fair and honest dealing can be made increasingly meaningful by an association organized and dedicated not only to the definition, maintenance and enforcement of such standards, but to the improvement and education of its members. Such is the objective of the American Association of Professional Landmen and such is its public trust.

Such standards impose obligations beyond those of ordinary trading They impose grave social responsibility and a duty to which the land professional should dedicate himself. A land professional, therefore, is zealous to maintain and improve the standards of his calling and shares with his fellow land professionals common responsibility for its integrity and honor. The term "Land Professional" has come to connote competency, fairness integrity and conduct in business relations. No inducement of profit and no instruction from clients can ever justify departure from these Ideals.

In order to inform the members of the specific conduct, business principles and ideals mandated by the Code of Ethics, the Association has adopted the following Standards of Practice, and every member shall conduct his business in accordance therewith:

1. In justice to those who place their interests in his care, a land professional shall be informed regarding laws, proposed legislation, governmental regulations, public policies, and current market conditions in his area of represented expertise, in order to be in a position to advise his employer or client properly (D. E).* (*)References are to the foregoing summary of the standards of professional conduct and guiding principles and ideals mandated by the Code of Ethics and AAPL Bylaws.

2. It is the duty of the land professional to protect the members of the public with whom he deals against fraud, misrepresentation, and unethical practices. He shall eliminate any practices which could be damaging to the public or bring discredit to the petroleum or mining industries.

3. In accepting employment, the land professional pledges himself to protect and promote the interests of his employer or client. This obligation of absolute fidelity to the employer's or client's interests is primary but it does not relieve the land professional of his obligation to treat fairly all parties to any transaction, or act in an ethical manner (A, B).

4. The land professional shall not accept compensation from more than one principal for providing the same service, nor accept compensation from more than one party to a transaction, without the full knowledge of all principals or parties to the transaction (B, C).

5. The land professional shall not deny equal professional services to any person for reasons of race, creed, sex, or country of national origin. The land professional shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, creed, sex or country of national origin (A, F).

6. A land professional shall provide a level of competent service in keeping with the standards of practice in those fields in which a land professional customarily engages. The land professional shall not represent himself to be skilled in nor shall he engage in professional areas in which he is not qualified such as the practice of law, geology, engineering or other disciplines (D).

7. The land professional shall not undertake to provide professional services concerning a property or a transaction where he has a present or contemplated interest, unless such interest is specifically disclosed to all affected parties (C).

8. The land professional shall not acquire for himself or others an interest in property which he is called upon to purchase for his principal, employer or client without the consent of said principal, employer, or client. He shall disclose his interest in the area which might be in conflict

with his principal, employer or client. In leasing any property or negotiating for the sale of any block of leases, including lands owned by himself or in which he has any interest, a land professional shall reveal the facts of his ownership or interest to the potential buyer (C).

9. If a land professional is charged with unethical practice or is asked to present evidence in any disciplinary proceeding or investigation, or has direct knowledge of apparent unethical misconduct of another member, he shall place all pertinent facts before the proper authority of the American Association of Professional Landmen (E).

10. The land professional shall not accept any commission, rebate, interest, overriding royalty or other profit on transactions made for an employer or client without the employer's or client's knowledge and consent (B).

11. The land professional shall assure that monies coming into his possession in trust for other persons, such as escrows, advances for expenses, fee advances, and other like items, are properly accounted for and administered in a manner approved by his employer or client (B).

12. The land professional shall avoid business activity which may conflict with the interest of his employer or client or result in the unauthorized disclosure or misuse of confidential information (C).

13. The land professional shall at all times present an accurate representation in his advertising and disclosures to the public (A).

14. The land professional shall not aid or abet the unauthorized use of the title "Certified Professional Landmen."

15. The land professional shall not participate in conduct which causes him to be convicted, adjudged or otherwise recorded as guilty by any court of competent jurisdiction of any felony, any offense involving fraud as an essential element, or any other serious crime.

NARO Foundation Code of Ethics

Adopted October 23, 2003

A Certified Mineral Manager Shall:

1. Promote and represent the industry to the public with the view of establishing and maintaining positive working relationships between the industry and the public and among industry partners.
2. Demonstrate at all times a commitment to diligence in the performance of his or her duties.
3. Conduct him or herself in a manner consistent with fairness and honesty.
4. Compete in an honest and courteous manner with careful adherence to established rules of honesty, fairness, and courtesy.
5. Not betray other's interest by directly turning confidential information to personal gain by converting or seeking for the purposes of conversion any confidential or discretionary information available for personal gain for him or herself or anyone.
6. Represent to others his or her area of expertise and shall not represent him or herself to be skilled in a function or duty in which he or she is not qualified or certified.
7. Act at all times in good faith in all dealings and exercise the utmost good faith and loyalty to the party or parties represented and shall not act adversely nor engage in any enterprise in conflict with that interest.
8. Not knowingly participate in the conduct of any activity which causes him or her to be convicted, adjudged, or otherwise recorded as guilty by any court of competent jurisdiction of any felony or any offense involving fraud as an essential element or moral turpitude.

WORK ORDER

Effective Date: January 14, 2026

Service Period: Effective Date through December 31, 2026

CLIENT: CITY OF MIDLAND, TEXAS, a home rule municipal corporation, whose mailing address is 300 North Loraine Street, Midland, Texas 79701.

CONTRACTOR: J DUB ENTERPRISES LLC, a Texas limited liability company, whose mailing address is P.O. Box 131239, Dept. JDUB, Spring, Texas 77393.

Geographic Area where work is to be performed (if applicable):

State: Various County: Various

Description as follows:

Various properties owned by Client.

I. GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED, SPECIAL INSTRUCTIONS AND LIMITATIONS ON AUTHORITY

Land service activities as requested by Client related to the management of oil, gas and/or mineral rights owned by Client from the Effective Date of this Work Order through the end of the Service Period. Contractor will specifically provide the following services:

1. Create and manage a database of properties, wells, operators, and other title information provided by Client for known Client properties (excluding CDEX revenue data).
2. Evaluate, market, and sell properties as directed by Client.
3. Review and monitor checks as provided for anomalies.
4. Evaluate and approve division orders when received.
5. Evaluate and advise on any correspondence received.
6. Provide guidance on matters related to Client's oil, gas and mineral rights as needed.
7. Participate in monthly meetings and education training as requested by Client.
8. Negotiate potential oil and gas leases, pipeline and electric line easements, surface use agreements, unit agreements and other similar agreements on Client properties.
9. Upon Client's request, manage and pay all JIBs/LOE/AFE expenses with Client's funds, with Client's approval.
10. Compare 1099's provided by Client against revenues.
11. Contact third parties to recover funds owed to Client.

Only the services specifically described in this Work Order or otherwise confirmed in writing by Contractor shall be performed during the Service Period. All other services may be subject to separate Work Orders or additional fees.

II. FEES CHARGEABLE BY CONTRACTOR:

1. Without limiting the provisions of the remaining paragraphs contained in this Article II, Contractor shall be paid a flat fee of Forty Thousand Dollars ($40,000.00) for the above-described services to be provided by Contractor during the Service Period.

   In addition to the flat fee set forth above, the following amounts shall be payable by Client to Contractor as set forth in the paragraphs below:

2. Contractor shall be paid a total of Twenty-Five Dollars per hour ($25.00/hour) to scan, digitize, label and organize any files provided by Client. Bills for scanning services shall be provided to Client at the end of each scanning project or thirty days prior to the end of the Service Period.

3. Client shall pay Contractor a commission on all increases in compensation secured by Contractor in connection with transactions involving Client properties, including, without limitation, the sale or lease of Client properties, or the negotiation of easements, rights-of-way, surface agreements, or other agreements involving Client properties. The amount of such commission shall equal 30% of any amount received over the initial offer received by Client. For example, if Client has an offer to sell or lease a property for a sales price or bonus amount of $10,000 and Contractor brings a buyer or lessee who will purchase or lease the property at $20,000, Client will receive $17,000 of the sales proceeds or bonus amount and Contractor will be paid a commission of $3,000 (calculated as $20,000 - $10,000 = $10,000; $10,000 x 30% = $3,000). Should Client not have an existing offer for any such transaction involving a Client property, Contractor shall be entitled to a commission equal to ten percent (10%) of the total compensation received by Client in connection with such transaction. Contractor and Client agree that said commission can be delivered, at Contractor's option, either as cash (in the case of a sale, lease or granting of an agreement) or as receipt of the corresponding percentage of the properties or interests being sold (in the case of a sale). In the event Contractor's commission is not delivered to Contractor at the closing of the transaction, Client shall deliver such commission to Contractor within twenty (20) days after such closing. Should Client and Contractor agree to a direct sale or lease between Client and Contractor, Contractor shall not be entitled to a commission for any Client property that is purchased or leased by Contractor or by any affiliate of Contractor.

4. If Contractor elects to audit or review payments or revenue received by or owed to Client and Contractor recovers funds on behalf of Client, including, without limitation, funds owing to Client that are held in suspense or otherwise unpaid, Client shall pay Contractor a commission equal to 30% of any and all amounts recovered on behalf of Client. In addition, if Contractor is able to reduce the property taxes payable on any Client property, Client shall pay Contractor a commission equal to 30% of the amount of such property tax reduction. Client shall deliver any such commission payable under the terms of this paragraph to Contractor within twenty (20) days after Client's receipt of any such recovered amount or after such property tax reduction, as applicable. In the event any such

recovered amount is paid to Contractor on behalf of Client, Client agrees that Contractor may withhold and retain any such commission payable under the terms of this paragraph and may then deliver the remainder of such recovered amount to Client. Notwithstanding the foregoing, in the event Contractor recovers funds on behalf of Client that have been delivered to a state or governmental agency as unclaimed property, the commission payable to Contractor under this paragraph for the recovery of such unclaimed property shall equal the lesser of (i) 10% of the amount of such unclaimed property recovered on behalf of Client, or (ii) the highest percentage of commission on such recovered unclaimed property permissible under applicable law. Without limiting the terms or provisions of Paragraph 5 immediately below, in the event Contractor hires one or more third parties to assist with any such recovery, Contractor shall pay the costs involved with hiring such third parties.

5. Client shall reimburse Contractor for mileage driven (at the standard mileage rate then in effect as established by the IRS), airfare, hotels, meals, and other expenses related to work performed in service of Client; provided, however that reimbursement for travel expenses, such as mileage driven, airfare, hotels or meals, shall only apply when an individual working on behalf of Contractor is required to travel away from the city in which such individual's primary residence is located in direct performance of services hereunder. Client shall also reimburse Contractor for expenditures incurred directly on behalf of Client (for example, shipping fees, office supplies, governmental recording fees, abstract plant fees, postage, etc.). Receipts shall accompany any request for reimbursement. Client shall provide such reimbursement to Contractor within twenty (20) days after Client's receipt of such reimbursement request.

6. Any amount owed to Contractor under this Work Order that becomes overdue shall accrue interest at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate allowed by applicable law, from the date such amount is due until paid. In the event Client fails to timely pay any amount due under this Work Order or the Master Contract, Contractor shall have the right to suspend further performance until payment is made. Any collection costs, including reasonable attorney's fees, shall be added to the amount due.

III. ADDITIONAL PROVISIONS:

1. This Work Order may be executed in any number of counterparts or duplicate originals, but shall not be binding upon any party hereto unless and until executed and delivered by all parties hereto. When properly executed and delivered, this Work Order shall be binding upon and inure to the benefit of Contractor and Client, their respective heirs, legal representatives, successors and permitted assigns; provided, however, that Client may not assign or transfer any of its rights or obligations under this Work Order without the prior written consent of Contractor and any assignment made without such consent shall be void.

2. If any term or provision of this Work Order is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Work Order shall nevertheless remain in full force and effect.

3. This Work Order is executed subject to and in accordance with that certain Master Land Services Contract dated January 14, 2026 between Contractor and Client (the "Master Contract").

IN WITNESS WHEREOF, Client and Contractor have executed this Work Order effective as of the Effective Date set forth above.

CLIENT:
CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____

CONTRACTOR:
J DUB ENTERPRISES LLC

By: _____
James Wright
President

City Council Meeting

Item Number: 12.
Meeting Date: January 13, 2026
To: City Council
From: Elizabeth Triggs, Planning & Development Officer
Subject: AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER 16, "REGULATED PARKING", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, SO AS TO ESTABLISH REVISED REGULATIONS GOVERNING METERED PARKING SPACES AND TIME-LIMITED PARKING SPACES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
The purpose of this ordinance is to establish clear regulations governing metered (paid) and time-limited parking and to authorize the administrative designation of regulated parking areas within the City of Midland. At this time, implementation is contemplated only for the Downtown Midland area, where current parking conditions most clearly support a structured program.

Recommended Action:
Approve

Fiscal Impact:
The parking program is intended to be self-sustaining. Revenues generated from parking fees and citations are projected to cover the costs of enforcement, signage, systems, maintenance, and administration associated with the program.

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
This ordinance creates a comprehensive regulatory framework for metered and time-limited parking and authorizes the Traffic Engineer to designate regulated parking spaces, establish enforcement hours and time limits, and deploy meters or digital payment systems. The language is intentionally structured to provide flexibility: while the City currently contemplates applying these regulations only to Downtown Midland, the ordinance allows regulated parking areas to be designated, expanded, or adjusted administratively in the future if conditions elsewhere in the city warrant it.

At this time, implementation is contemplated solely in Downtown Midland. The ACE Parking study focused on this area and identified high parking demand, chronic overstays, and signage inconsistencies that support structured regulation. These conditions limit turnover, reduce the availability of short-term parking near storefronts, and impact small businesses that rely on convenient access for their customers. Implementing time limits or paid parking in high-demand downtown spaces will help ensure regular turnover, discourage all-day employee parking in customer-priority zones, and improve the overall parking experience for downtown users.

The ordinance also advances several goals of the City's Strategic Plan:

- **Strengthening the local economy** by improving access to downtown businesses, supporting customer traffic, and creating a more vibrant commercial district.
- **Enhancing quality of place** by establishing a predictable and functional parking environment that supports downtown redevelopment.
- **Improving infrastructure and mobility** by actively managing parking as part of the transportation network and maximizing the efficiency of limited curbside space.

Finally, the ordinance supports long-term fiscal responsibility. By enabling a metered and time-regulated parking program under a self-sustaining revenue model, the City can operate and enforce parking rules without burdening the general fund.

Although only Downtown Midland is contemplated at this time, this ordinance ensures that the City has a consistent and adaptable framework in place. As redevelopment expands, new activity centers emerge, or parking conditions evolve elsewhere, regulated areas can be designated or adjusted without requiring future amendments to the code.

Attachments:

A. ORDINANCE W/EXH - Amend 10-16 - Regulated Parking FINAL Ord w Exh
B. City of Midland Consulting Report ACE

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER 16, "REGULATED PARKING", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, SO AS TO ESTABLISH REVISED REGULATIONS GOVERNING METERED PARKING SPACES AND TIME-LIMITED PARKING SPACES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the Council finds it to be in the public interest to amend Title X, "Traffic Regulations", Chapter 16, "Regulated Parking", of the City Code of the City of Midland, Texas, so as to establish revised regulations governing metered parking spaces and time-limited parking spaces;

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

SECTION ONE. That Title X, "Traffic Regulations", Chapter 16, "Regulated Parking", of the City Code of the City of Midland, Texas, is hereby amended to read in its entirety as follows:

10-16-1. Purpose.

The purpose of this Chapter is to promote the efficient use of parking spaces in high-demand parking areas. Metered parking spaces and time-limited parking spaces ensure fair access to short-term parking, thereby reducing congestion and making it easier for customers to access businesses and public facilities.

10-16-2. Definitions.

As used in this Chapter:

(A) *Block* means an area of land, whether improved or unimproved, surrounded by streets. For the avoidance of doubt, an alley is not considered a street.

(B) *City* means the City of Midland.

(C) *City Manager* means the City's City Manager or the City Manager's designee.

(D) *Digital payment platform* means a website or application that can be accessed on a mobile electronic device by which a person may pay a parking fee.

(E) *Emergency work* means construction, plumbing, gas, or electrical work that must be immediately performed to prevent or mitigate harm to the health and safety of

the public or a building's occupants that may reasonably arise, or that has arisen, from a sudden and unexpected event.

(F) *Holiday* means January 1, the last Monday in May, July 4, the first Monday in September, November 11, the last Thursday in November, or December 25.

(G) *Metered parking space* means a parking space on a public right-of-way or in a parking facility, other than a parking facility located on the premises of Midland International Air and Space Port or Midland Airpark, for which payment is required to park a vehicle for a specified amount of time.

(H) *Metered parking zone* means multiple metered parking spaces located along the same side of a block or in the same parking facility.

(I) *Parking facility* means a City-owned, City-managed, or City-maintained parking lot, parking garage, or other facility that contains parking spaces.

(J) *Parking fee* means a fee that a person must pay to occupy a metered parking space for a specified period of time, which shall be established in the City's then-current Fee Schedule ordinance.

(K) *Parking meter* means a mechanical device, electronic device, kiosk, or other unit the City places or provides for the purpose of managing and controlling the use of metered parking spaces and by which a person is required to pay a parking fee to occupy a metered parking space for a specified period of time. This term includes a sign or other object displaying information, which may include a QR code, that directs a person to a digital payment platform by which a person is required to pay a parking fee to occupy a metered parking space for a specified period of time.

(L) *Parking session* means the uninterrupted period of time that a vehicle occupies any time-limited parking space within the same time-limited parking zone during a period when a time limit is in effect, regardless of whether the vehicle is moved and re-parked during such time-limited period. For the avoidance of doubt, during a period when a time limit is in effect, a parking session begins when a vehicle is first stopped in any time-limited parking space and ends when the vehicle last leaves such time-limited parking space or any other time-limited parking space within the same time-limited parking zone.

(M) *Parking space* means a designated area for a vehicle to be parked, whether marked or unmarked.

(N) *QR code* means a quick-response code or other barcode or image that may be scanned using a mobile electronic device and that directs a person to a digital payment platform.

(O) *Regulated parking space* means a metered parking space or a time-limited parking space.

(P) *Special use fee* means a fee that shall be paid by a person who seeks the temporary elimination of a regulated parking space or the temporary designation of a regulated parking space for another use, which shall be established in the City's then-current Fee Schedule ordinance.

(Q) *Time-limited parking space* means a parking space on a public right-of-way or in a parking facility, other than a parking facility located on the premises of Midland International Air and Space Port or Midland Airpark, for which a parking session shall be limited to a specified period of time.

(R) *Time-limited parking zone* means multiple time-limited parking spaces located along the same side of a block or in the same parking facility.

(S) *Traffic Engineer* means the City's Traffic Engineer or such Traffic Engineer's designee.

(T) *Weekend day* means a Saturday or a Sunday.

10-16-3. Designation of regulated parking spaces; placement of parking meters and signs.

(A) The Traffic Engineer may:

1. designate regulated parking spaces;

2. eliminate regulated parking spaces;

3. paint or mark regulated parking spaces, metered parking zones, and time-limited parking zones;

4. establish the days, hours, and maximum duration of a parking session for a time-limited parking space and time-limited parking zone;

5. place or provide, or authorize the placement or provision of, parking meters and signs for the purpose of carrying out the provisions of this Chapter; and

6. remove, or authorize the removal of, parking meters and signs that have been placed in accordance with this Chapter.

(B) In accordance with Section 10-16-4, the Traffic Engineer shall temporarily eliminate regulated parking spaces or temporarily designate regulated parking spaces for other uses as approved by the City Manager.

(C) A parking meter must:

1. be accessible from the metered parking space for which it is provided or be accessible within the same metered parking zone for which it is provided;

2. indicate, if the metered parking space is also a time-limited parking space, the maximum amount of time a vehicle may remain parked;

3. indicate the applicable parking fee to occupy a metered parking space; provided, however, that if a parking meter directs a person to a digital payment platform, this paragraph shall be satisfied if the digital payment platform provides such information;

4. indicate the amount of time a vehicle may remain parked in a metered parking space after a person has paid a parking fee; provided, however, that if a parking meter directs a person to a digital payment platform, this paragraph shall be satisfied if the digital payment platform provides such information; and

5. issue a receipt that indicates the parking fee paid and the amount of time a vehicle may remain legally parked in the metered parking space after payment of a parking fee; provided, however, that if a parking meter directs a person to a digital payment platform, this paragraph shall be satisfied if the digital payment platform issues such receipt electronically.

(D) A sign identifying a time-limited parking space or a time-limited parking zone must:

1. be visible from the time-limited parking space for which it is provided or be visible within the same time-limited parking zone for which it is provided; and

2. indicate the maximum amount of time a vehicle may remain parked.

10-16-4. Temporary elimination of regulated parking spaces or designation of regulated parking spaces for other uses.

(A) A person who desires the temporary elimination of one or more regulated parking spaces or the temporary designation of one or more regulated parking spaces for another use shall obtain written approval from the City Manager and pay the special use fee.

(B) The City Manager may grant written approval for the temporary elimination of one or more regulated parking spaces or the temporary designation of one or more regulated parking spaces for another use only in conjunction with a purpose approved by the City, including but not limited to construction, special events, or temporary access needs, which must not interfere with public safety or traffic operations. If the City Manager grants such written approval, the City Manager shall direct the Traffic Engineer to temporarily eliminate the regulated parking spaces or temporarily designate the regulated parking spaces for the approved use.

(C) The City Manager may waive the special use fee:

1. if the temporary elimination or temporary designation for another use is in conjunction with work that is necessary to reconstruct, repair, or replace public improvements or franchise utility facilities in the right-of-way, and the work is performed in compliance with all applicable laws and ordinances; or

2. if the City Manager determines that a waiver of the special use fee is in the public interest and is consistent with the purposes of this Chapter.

10-16-5. Parking in regulated parking spaces.

(A) A person shall not park a vehicle in a regulated parking space in violation of any posted sign, notice, or curb marking.

(B) A person who parks a vehicle in a metered parking space shall immediately pay the applicable parking fee.

(C) A person who parks a vehicle in a metered parking space shall not allow the vehicle to remain in the metered parking space or the same metered parking zone for a period of time that exceeds the period for which the applicable parking fee was paid.

(D) A person shall not allow a vehicle to remain parked in a time-limited parking space or time-limited parking zone for a parking session that exceeds the maximum period of time specified on the sign posted in accordance with Section 10-16-3(D).

(E) Where marked, a person shall park a vehicle completely within the delineated regulated parking space.

(F) Where marked, a person shall not park any portion of a vehicle in a delineated regulated parking space that is occupied by another vehicle.

(G) A person shall not conduct business or provide goods or services directly from a regulated parking space, except for the purpose of loading or unloading passengers or property in the ordinary course of business.

(H) A person shall not deface, damage, tamper with, break, destroy, or impair the usefulness of any parking meter or sign that is placed or provided in accordance with this Chapter.

10-16-6. Enforcement authority.

The City Manager may authorize City employees or City contractors to enforce the provisions of Section 10-16-5 in accordance with this Chapter and applicable laws.

10-16-7. Offense; presumption; exceptions; affirmative defense.

(A) A person who violates a provision of Section 10-16-5 shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of Section 10-16-5. Evidence of a culpable mental state is not required to prove a criminal offense under this Chapter. It is hereby declared that, for all offenses prosecuted under this Chapter, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(B) In a prosecution under this Chapter, it is presumed that the person who parked a vehicle or allowed a vehicle to remain parked is the registered owner of the vehicle.

(C) It is an exception to the application of Section 10-16-5(A), (B), (C), and (D):

1. that the vehicle is parked in a regulated parking space on a holiday or weekend day; or

2. that the City Manager granted written approval for the temporary designation of the regulated parking space for another use, and the person is using the regulated parking space in accordance with such approval.

(D) It is an exception to the application of Section 10-16-5(A), to the extent that the posted sign, notice, or curb marking requires payment of a parking fee or limits a parking session to a specified period of time, and Section 10-16-5(B), (C), and (D) that:

1. the vehicle is being operated by or for the transportation of a person with a disability; and

2. there are:

    a. displayed on the vehicle special license plates issued under Section 504.201 of the Transportation Code, as amended; or

    b. placed on the rearview mirror of the vehicle's front windshield a disabled parking placard.

(E) It is an exception to the application of Section 10-16-5(E), (F), and (G) that the City Manager granted written approval for the temporary designation of the regulated parking space for another use, and the person is using the regulated parking space in accordance with such approval.

(F) It is an affirmative defense to prosecution of an offense under Section 10-16-5(A), (B), (C), (D), (E), (F), and (G) that the person was performing emergency work and the violation was necessary for the performance of the emergency work.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. This ordinance shall become effective February 1, 2026.

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member_____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Gabriel McClelland, Director of Engineering Services

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

DRIVEN BY INNOVATION.
POWERED BY PEOPLE.

ACE

MIDLAND
Be the Energy!

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

BACKGROUND OF CITY OF MIDLAND PARKING 2

PARKING STUDY – KEY FINDINGS 3

- PEAK DEMAND & AVAILABILITY
- CHRONIC OVERSTAYS & EMPLOYEE MISSUSE
- RISING MIDDAY OCCUPANCY
- INCONSISTENT SIGNAGE & WAYFINDING:
- STAKEHOLDER QUESTIONNAIRE
- PARKING RESTRICTION/REQUIREMENT OPTIONS
- COMPARATIVE ANALYSIS
- SHORT-TERM PARKING CHALLENGES & LOADING ZONE USE

STRATEGIC RECCOMENDATIONS 11

- ESTABLISH ENFORCEMENT AREA & TIMES
- RECOMMENDED ENFORCEMENT AREA MAP
- GIS LAYER PARKING MAP
- IMPLEMENT CONSISTENT SIGNAGE
- ESTABLISH PARKING REQUIREMENT
- ESTABLISH CITATION STRUCTURE
- ESTABLISH PERMIT PARKING RULES
- OFF-STREET PARKING RULES AND REGULATIONS
- ESTABLISH MIDLAND PARKING BRAND IDENTITY

FINANCIAL PROJECTIONS 23

EXHIBITS 24

EXECUTIVE SUMMARY

The City of Midland's downtown parking system faces significant challenges related to low turnover, high midday occupancy, and inconsistent wayfinding. This study, conducted through on-site observations, license-plate-recognition (LPR) surveys, and stakeholder interviews identifies root causes of parking stress and proposes comprehensive solutions to improve curbside availability, support local businesses, and self-fund operational costs.

Background of City of Midland Parking

The analysis focused on the core downtown of Downtown Midland—Main Street, Missouri Avenue, Illinois Avenue, and Pecos Street. The main square comprised of 447 curbside stalls, of which 421 are unrestricted non-ADA spaces. ACE completed two parking surveys, on April 22 and June 11, 2025, by scanning license plates in two hour increments to determine occupancy and dwell times. ACE captured over 3,500 license plates across the center city over these two days.

Parking Study - Key Findings

Peak Demand & Availability:

- Peak hours occur between 10 AM and 4 PM, when only ~25% of stalls are vacant.
- Wall Street experiences the highest stress, with vacancy rates falling below 15% during business hours .

Chronic Overstays & Employee Misuse

- Approximately 25% of parkers exceed the posted 2-hour limit—267 unique vehicles on April 22 and 249 on June 11—indicating widespread non-compliance and prolonged occupancy by employees from nearby offices.

Inconsistent Signage & Wayfinding:

- Signage audits revealed missing, damaged, and variably spaced signs, leading to confusion and inadvertent violations

Stakeholder Questionnaire:

- Stakeholders were surveyed using a open ended questionnaire focused on perceptions of parking and potential improvements.
- Overall feedback emphasized limited short-term parking, inconsistent signage, and a desire for clearer rules and more balanced enforcement to support downtown business activity.

Parking Restriction/Requirement Options

- A benchmarking analysis of peer cities revealed that most use a mix of time limits, paid parking, structured enforcement, and off-street assets to actively manage downtown curbside demand, improve turnover, and support financial sustainability.

Comparative Analysis

- Peer city data shows that downtown parking programs commonly combine paid parking, time limits, weekday enforcement, tiered citation structures, and off-street facilities to manage demand, promote turnover, and support long-term system efficiency.

Short-term Parking Challenges and Loading Zone Use

- Parking study and visual observations indicated there is a sufficient number of short-term parking stalls that are conveniently located, and the challenges are primary caused by parking overstays.

Strategic Recommendations

Establish Enforcement Area & Times

- Formalize the enforcement boundary to include the most impacted areas.
- Add a buffer zone to ensure the problem doesn't move from block to block.
- Introduce parking enforcement services.

Implement Consistent Signage

- Standardized Sign Spacing
- Improved Wayfinding and Predictability
- Uniform Design and Messaging

Establish New Parking Requirements and Restrictions

- Implement parking requirements for peak demand areas. Solutions can include paid parking, time limit, or permit parking.
- Retain free or time-limited curbside parking only during off-peak or in peripheral areas to ease user transition
- Set clear and direct parking rules

Establish Citation Structure

- Establish the types of citations the new parking enforcement program will be responsible for and determine the citation penalty/fine structure.

Consider Permit Parking Rules

- Determine if a permit program is needed and how it would be structured.
- Determine the off-street parking assets usage.

Off-Street Parking Rules & Regulations

- Utilize your off-street parking assets for long term parking to ensure your highest demand areas are turning over on a consistent basis.

Conclusion

In summary, the downtown parking study for the City of Midland reveals a clear mismatch between curbside demand and available supply during peak business hours, compounded by inconsistent signage and chronic overstay by employees. These challenges not only frustrate customers and undermine local businesses but also hinder the efficient use of existing public assets. By establishing a new curb management program, the City can significantly improve curb turnover and customer access. With the implementation of a paid parking program, the revenue generated will help to cover the cost of the new program with the goal of self sustaining itself.

BACKGROUND OF CITY OF MIDLAND PARKING

Downtown Midland's revitalization efforts have brought renewed attention to one of the city's most visible urban challenges: parking. As the city continues to invest in its revitalization, demand for easily accessible and well-regulated parking has come to the forefront. The need for an efficiently regulated parking program is needed to continue with the anticipated growth and revitalization efforts.

Over the past several years, the City of Midland has received increasing feedback from local business owners, property managers, and community members expressing frustration over limited availability of parking, a lack of parking enforcement, and a general sense of disorganization in the parking experience. The biggest pain point is employees occupying curbside stalls for extended periods of time, leaving limited space for customers and visitors.

Recognizing that unmanaged parking can have ripple effects on economic activity and public satisfaction, city leadership initiated a formal review of downtown parking conditions. The goal was not only to better understand the current challenges but to determine a path forward—one that supports equitable access, sustainable enforcement, and long-term fiscal viability.

To that end, the City engaged ACE to conduct a comprehensive analysis of their current parking situation and determine the best solutions moving forward. ACE started this process by gathering quantitative data, observe behavioral patterns, and capture the experience of daily parking users. The study utilized License Plate Recognition (LPR) technology to monitor real-time turnover and occupancy rates, in addition to stakeholder interviews and signage audits to assess the usability and perception of the system. Two in-depth LPR surveys were conducted—on April 22 and June 11, 2025—capturing over 3,500 license plates across the downtown core.

The analysis confirmed what many already suspected: parking demand is not only high but heavily concentrated during core business hours and sections of the downtown area, particularly between 10:00 AM and 4:00 PM. Wall Street emerged as the most overburdened corridor, with vacancy dipping below 15%. Even more telling, approximately 25% of parkers violated the 2-hour time limit, suggesting a systemic pattern of misuse—likely by downtown employees who prefer the convenience of street parking over off-street options.

In tandem with data collection, ACE facilitated a stakeholder engagement process to ensure that the voices of downtown users—business owners, employees, visitors, and residents—were central to the solution. Responses consistently pointed to three major pain points: lack of turnover, unclear signage, and difficulty locating legal off-street options. The cumulative impact is a downtown that, despite having over 475 curbside stalls, often feels full and unwelcoming to new visitors.

The recommendations that follow in this report are the result of this careful analysis and community dialogue. They aim to address core issues while establishing a modern parking system that is fair, transparent, and supportive of Midland's economic development goals.

PARKING STUDY – KEY FINDINGS

PEAK DEMAND & AVAILABILITY

During our initial review of the parking system, we analyzed the downtown area to identify where parking challenges were most concentrated. We found that streets with the highest occupancy and lowest turnover were those serving local businesses, where customer access depends heavily on curbside availability. Based on these findings, we focused our study on the following core downtown blocks:

- Missouri Avenue
- Main Street
- Pecos Street
- Illinois Avenue

A pair of license-plate–recognition (LPR) surveys carried out on April 22, 2025 and June 11, 2025 captured over 3,500 vehicles across the core downtown network. During these studies, your current parking data shows us the following:

- Your peak times where parking is most **impacted is between 10am-4pm**. During these times, **The % of available spots are around 25%.**
- Your peak zone where parking is the most impacted is **Wall Street. The % of available spots averages less than 15% during the day.**

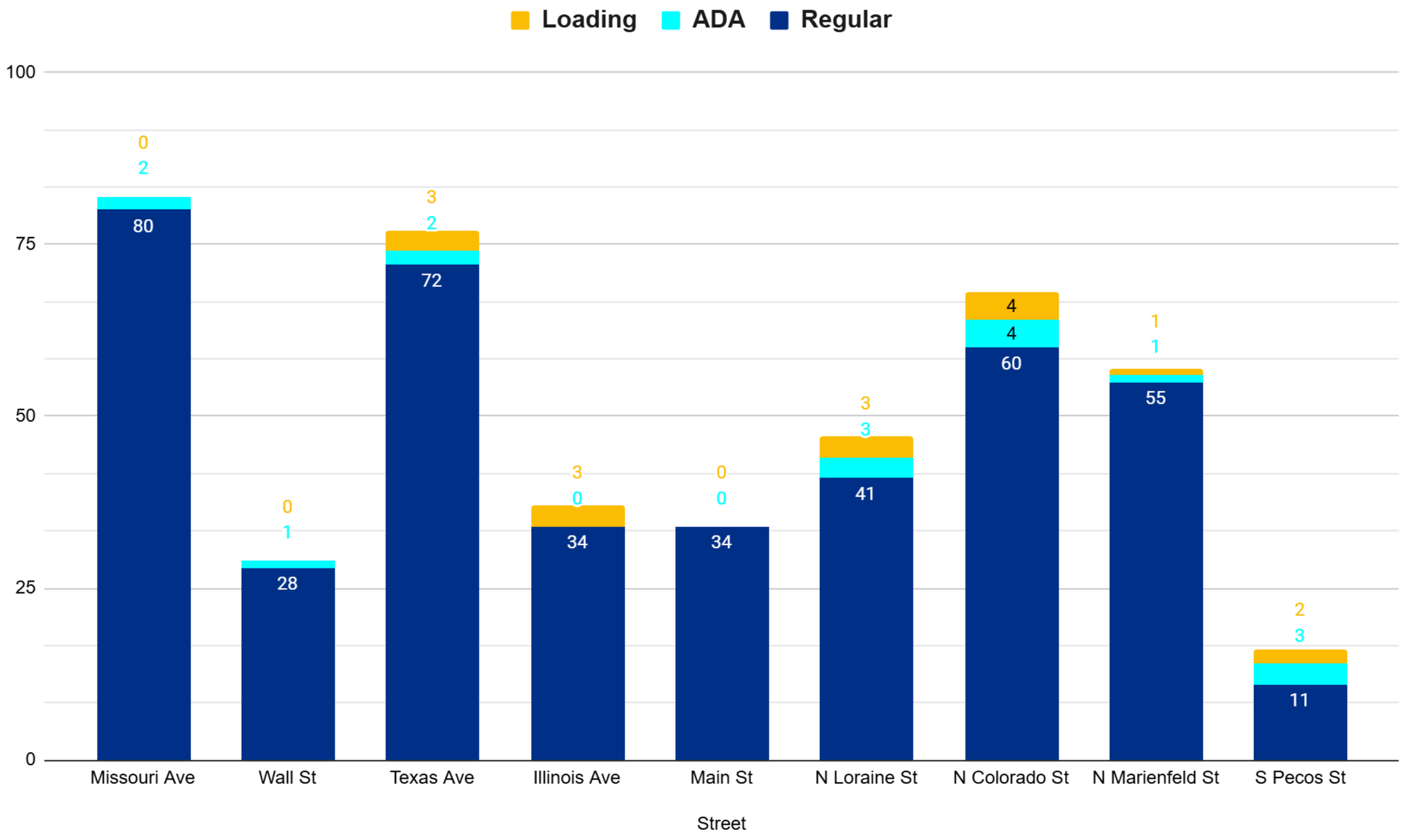
Street	Regular	ADA	Loading	Total
Missouri Ave	80	2	0	82
Wall St	28	1	0	29
Texas Ave	72	2	3	77
Illinois Ave	34	0	3	37
Main St	34	0	0	34
N Loraine St	41	3	3	47
N Colorado St	60	4	4	68
N Marienfeld St	55	1	1	57
S Pecos St	11	3	2	16
Total	415	16	16	447

4/22/2025 - Occupancy

Street		8:00 - 10:00 Occupied	8:00 - 10:00 Available	8:00 - 10:00 (Avail %)	10:00 - 12:00 Occupied	10:00 - 12:00 Available	10:00 - 12:00 (Avail %)	12:00 - 14:00 Occupied	12:00 - 14:00 Available	12:00 - 14:00 (Avail %)	14:00 - 16:00 Occupied	14:00 - 16:00 Available	14:00 - 16:00 (Avail %)	16:00 - 18:00 Occupied	16:00 - 18:00 Available	16:00 - 18:00 (Avail %)	18:00 - 20:00 Occupied	18:00 - 20:00 Available	18:00 - 20:00 (Avail %)
Missouri Ave	37%	51	31	38%	49	33	40%	71	11	13%	69	13	16%	50	32	39%	18	64	78%
Wall St	22%	23	6	21%	15	14	48%	27	2	7%	26	3	10%	26	3	10%	18	11	38%
Texas Ave	33%	54	23	30%	58	19	25%	59	18	23%	70	7	9%	53	24	31%	15	62	81%
Illinois Ave	75%	4	33	89%	16	21	57%	4	33	89%	16	21	57%	5	32	86%	10	27	73%
Main St	69%	8	26	76%	8	26	76%	15	19	56%	11	23	68%	13	21	62%	9	25	74%
N Loraine St	25%	36	11	23%	39	8	17%	42	5	11%	36	11	23%	25	22	47%	33	14	30%
N Colorado St	25%	50	18	26%	58	10	15%	55	13	19%	50	18	26%	45	23	34%	48	20	29%
N Marienfeld St	39%	39	18	32%	49	8	14%	45	12	21%	39	18	32%	23	34	60%	15	42	74%
S Pecos St	34%	9	7	44%	15	1	6%	16	0	0%	19	-3	-19%	3	13	81%	1	15	94%

6/11/2025 - Occupancy

Street		8:00 - 10:00 Occupied	8:00 - 10:00 Available	8:00 - 10:00 (Avail %)	10:00 - 12:00 Occupied	10:00 - 12:00 Available	10:00 - 12:00 (Avail %)	12:00 - 14:00 Occupied	12:00 - 14:00 Available	12:00 - 14:00 (Avail %)	14:00 - 16:00 Occupied	14:00 - 16:00 Available	14:00 - 16:00 (Avail %)	16:00 - 18:00 Occupied	16:00 - 18:00 Available	16:00 - 18:00 (Avail %)	18:00 - 20:00 Occupied	18:00 - 20:00 Available	18:00 - 20:00 (Avail %)
Missouri Ave	31%	66	16	20%	70	12	15%	75	7	9%	60	22	27%	44	38	46%	25	57	70%
Wall St	11%	26	3	10%	26	3	10%	22	7	24%	27	2	7%	26	3	10%	28	1	3%
Texas Ave	30%	54	23	30%	74	3	4%	68	9	12%	70	7	9%	34	43	56%	24	53	69%
Illinois Ave	63%	10	27	73%	20	17	46%	20	17	46%	19	18	49%	12	25	68%	2	35	95%
Main St	41%	8	26	76%	21	13	38%	34	0	0%	24	10	29%	20	14	41%	14	20	59%
N Loraine St	51%	24	23	49%	24	23	49%	14	33	70%	28	19	40%	25	22	47%	24	23	49%
N Colorado St	21%	38	30	44%	64	4	6%	67	1	1%	58	10	15%	55	13	19%	40	28	41%
N Marienfeld St	32%	47	10	18%	42	15	26%	48	9	16%	45	12	21%	29	28	49%	21	36	63%
S Pecos St	16%	18	-2	-13%	19	-3	-19%	16	0	0%	19	-3	-19%	7	9	56%	2	14	88%

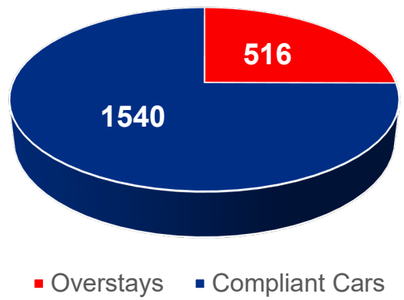

Loading
ADA
Regular
100
75
50
25
0
0
2
80
3
2
72
0
1
28
3
0
34
0
0
34
3
3
41
4
4
60
1
1
55
2
3
11
Missouri Ave
Wall St
Texas Ave
Illinois Ave
Main St
N Loraine St
N Colorado St
N Marienfeld St
S Pecos St
Street

CHRONIC OVERSTAYS & EMPLOYEE MISSUSE

During our parking studies, we determined the following factors are the root problem of your parking challenges:

- From April 22, 2025 parking survey, there were 267 unique cars throughout the day that exceeded the 2-hour time limit that is currently posted.
- From June 11, 2025 parking survey, there were over 249 unique cars throughout the day that exceeded the 2-hour time limit that is currently posted.
- Based on this data, approximately 25% of the total parkers surveyed are staying over 2 hours and not in compliance with the current parking regulations
- Chronic overstays are affecting the availability of downtown parking and affecting the turnover rate of your cars.

.



TIME OCCUPANCY						
DATE	8AM-10AM	10AM-12PM	12PM-2PM	2PM-4PM	4PM-6PM	6PM-8PM
4/22/2025	39%	31%	25%	25%	46%	63%
6/11/2025	35%	19%	19%	22%	44%	60%

ZONE OCCUPANCY

4/22/2025

Zone Occupancy	
Missouri Ave	36%
Wall St	20%
Texas Ave	42%
Illinois Ave	82%
Main St	73%
N Loraine St	16%
N Colorado St	25%
N Marienfeld St	41%
S Pecos St	45%

6/11/2025

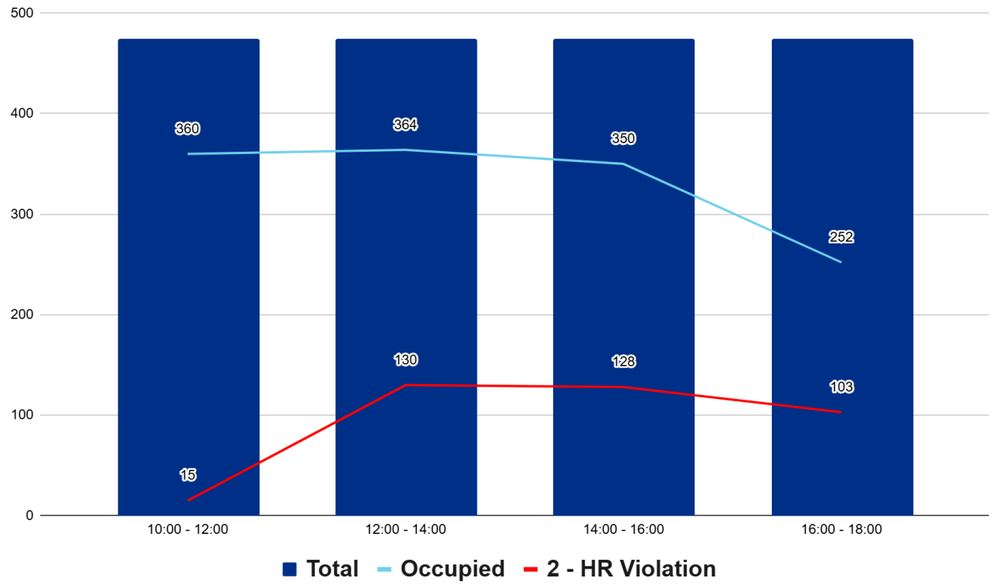
Zone Occupancy	
Missouri Ave	29%
Wall St	8%
Texas Ave	39%
Illinois Ave	73%
Main St	48%
N Loraine St	45%
N Colorado St	21%
N Marienfeld St	34%
S Pecos St	29%

Summary

Zone Occupancy	
Missouri Ave	32%
Wall St	15%
Texas Ave	40%
Illinois Ave	75%
Main St	56%
N Loraine St	36%
N Colorado St	22%
N Marienfeld St	37%
S Pecos St	37%

RISING MIDDAY OCCUPANCY

- With a combination of peak occupancies 2-hour violations occurring between office hours (approx 10am-5pm), we can infer the majority of these violations result in employees from surrounding buildings parking on the street and not in their designated work parking areas.



Heat Map – Violation Hits

4/22/2025 **6/11/2025**

INCONSISTENT SIGNAGE & WAYFINDING:

During our parking study, we identified several inconsistencies related to curbside signage throughout the downtown area. These issues contribute to confusion for drivers and reduce the effectiveness of enforcement efforts. Key observations include:

- **Missing Signage:** In several locations, there were no posted signs indicating time limits or parking rules. This makes it difficult for drivers to understand the regulations and increases the likelihood of unintentional violations.

- **Removed or Damaged Signage**: Some poles showed signs of having previously held signage that has since been removed or vandalized. Without visible indicators, these areas become enforcement gray zones, leading to disputes and citation appeals.

- **Inconsistent Sign Spacing:** Signage was placed unevenly from block to block, with some stalls having no sign within visible distance. This creates uncertainty for drivers trying to determine whether their space is regulated and undermines the predictability of parking rules.

STAKEHOLDER QUESTIONNAIRE

During our parking study, The City of Midland assisted ACE with getting key stakeholders to fill out a parking survey that addressed their perceptions of the current parking challenges and their opinions on parking solutions. Below is a summary of the responses we were able to obtain:

Company	Supports	Opposes
Centennial Park (MDPC)	Paid Parking, Adjusted Time Limits, Permit Parking, Combination Approach	
Stagg Investments	Paid Parking, Parking Enforcement	
Midland Tower	Adjusted Time Limits	
Cancun Grill	Combination Approach	Paid Parking
Permian Resources	Combination Approach, Adjusted Time Limit Parking, Permit Parking	Paid Parking
Wall Street Bar & Grill	Adjusted Time Limit Parking, Parking Enforcement	Paid Parking, Permits

1. Perception of the Current Parking Situation

Generally Limited and Difficult: Most businesses report that on-street parking is scarce and hard to find, especially during peak hours. Customers frequently receive parking citations for minor infractions (yellow-zone stops, overstaying time limits), and the nearest legal spaces can be a 10-minute walk away.

Signage and Wayfinding Issues: Even when public garages and lots exist, they're not well-marked or promoted, so many visitors assume no parking is available.

Location-Specific Variations: Some find it relatively easy by using off-street garages . One noted these problems only during special events or weekends. While others simply state that parking "needs improvement" without elaboration.

2. Main Concerns Regarding Parking

Citations & Enforcement: Lack of parking enforcement has allowed the public to park wherever they want, knowing there will not be anyone checking.

Short-Term Accessibility: Lack of convenient short-term parking for quick errands, restaurant runs, or deliveries creates customer inconvenience and operational challenges (e.g., bringing in groceries).

Insufficient Signage: Poor wayfinding leads to under-utilization of existing garages and confusion for out-of-town visitors.

Event-Driven Congestion: During downtown events, on-street spaces fill quickly, exacerbating the general scarcity.

3. Additional Suggestions to Better Support Businesses

Improve Signage & Wayfinding: Clear directories, maps, and promotional materials for public garages and lots to capture under-utilized capacity.

Designate & Enforce Short-Term Spaces: Create dedicated loading/drop-off zones and 15–30-minute spots near restaurants and shops, with gentle initial enforcement.

Flexible Policies for Key Business Clusters: Allow exceptions or discounted permits for restaurant employees, delivery vehicles, and other high-turnover users, especially on smaller side streets (e.g., Missouri Avenue).

Strategic Paid/Permit Zones: Implement fees or permits only in premium areas or during peak events, keeping most downtown parking free or low-cost to maintain vibrancy.

PARKING RESTRICTION/REQUIREMENT OPTIONS

To better understand how comparable cities to Midland manage and regulate downtown parking, we conducted a benchmarking analysis focused on enforcement strategies, operational practices, and curbside management tools. This effort provides context for evaluating Midland's options for improving turnover, compliance, and the overall parking experience. The study considered a range of policies and practices from peer cities across the U.S., examining:

- Time-limited versus paid parking models
- Hours and presence of enforcement personnel
- Typical rate structures for parking and citations
- Use of off-street parking assets and permit systems

Key Insights

1. Active Parking Management is Common Practice - Cities with vibrant downtown districts almost universally implement some form of active parking control to manage curbside demand. This includes:

- Paid parking systems (meters or mobile apps) in high-turnover areas
- Time-limited parking zones enforced through citations
- Permit systems for employees or residents in peripheral areas

2. Enforcement Hours Target Business Activity- Most cities focus enforcement during the daytime business window when demand is highest:

- Typical hours are Monday through Friday, from 8 AM–6 PM or 9 AM–6 PM
- Some cities extend enforcement into evenings or weekends, especially in entertainment or event districts
- A visible enforcement presence is viewed as key to maintaining turnover and fairness

3. Time Limits and Paid Parking Models Vary by Zone - Many cities adopt a hybrid approach depending on location:

- Core commercial blocks may feature metered or app-based paid parking
- Surrounding areas often retain free time-limited zones (e.g., 2-hour parking)
- Employee zones are typically managed with long-term caps or permits (e.g., $1/day for 10-hour zones)

4. Citation Structures Aim to Encourage Compliance - Peer cities structure citations to discourage abuse while allowing for occasional mistakes:

- Common fines for minor violations (overtime, expired meter) are relatively small, ranging from $10 to $30
- Progressive fines for repeat offenders are common
- Higher penalties are reserved for violations affecting safety or access (e.g., ADA zones, fire lanes)

5. Off-Street Parking Supplements On-Street Demand

- Cities often provide 1,200 to 5,000 off-street spaces in garages or lots
- Monthly parking is priced affordably, typically $18 to $106/month depending on proximity and amenities
- Off-street assets are often used for employee permit programs to relieve curbside pressure

COMPARATIVE ANALYSIS

Key Insights from the Comparative Survey

1. Paid Parking is Common in Downtown Cores

- **80%** of the cities surveyed (including Cedar Rapids, Lafayette, and Allentown) utilize **paid parking** in their downtown areas.
- Payment is typically enabled via meters, mobile apps (e.g., ParkMobile, Passport), or smart pay stations. Majority of cities offer Mobile App Scan-To-Pay as a payment solution.
- Hourly rates range from **$0.75 to $2.00**, with many cities offering low-cost long-term options such as **$0.50/hour for 10-hour zones**.

2. Time Limits Are Widely Used, Even Where Parking is Free

- All cities surveyed, enforce **time limits**, most commonly **1- to 2-hour restrictions** in commercial zones.
- Some cities, such as Lafayette, allow longer durations (e.g., 24/7 or 10-hour zones) to accommodate employees or long-term visitors.

3. Enforcement is Focused During Weekday Business Hours

- **All cities** surveyed enforce parking between **8 AM and 5 PM or 9 AM and 5 PM**, Monday through Friday.
- Allentown extends enforcement to **8 AM–9 PM**, especially in areas with nightlife or off-street parking.

4. Citation Amounts Are Moderate and Tiered

- Standard fines for non-compliance (e.g., overstaying limits or non-payment) range from **$10 to $30**.
- Cities like Topeka implement **tiered fines** ($10 first offense, $20–$30 for repeat violations).
- Higher-risk infractions (e.g., ADA violations) are typically subject to separate, higher penalties (not captured in all survey data).

5. Off-Street Parking Plays a Key Role in System Design

- Cities maintain between **600 and 5,200 off-street stalls**, with monthly permits ranging from **$18 to $106/month**.
- These lots and garages are often reserved for employees or used to reduce pressure on curb spaces.
- Some cities offer **two free hours** in off-street garages before transitioning to paid hourly rates.

COMPARATIVE PARKING ANALYSIS - MIDLAND, TEXAS

City Information				Street Parking								Off Street Parking				
City	State	Population	Paid Parking?	Payment Type	Rates	# of On Street Stalls	Time Limit?	Time Limit	Time Frame	Enforced?	Citation Amounts?	# Offstreet Parking Locations?	# of Stalls	Monthly Parking Rate	Hourly Parking Rate	Website
Midland	**Texas**	**142,000**														
Brownsville	Texas	190,000	Yes	Smart Meters	$1/Hour		Yes		Monday-Friday 8am-7pm, Saturday 8am-5pm	Yes	$10					
McAllen	Texas	146,000	Yes	Meters/Pay Stations/Park Mobile	.50/hour	1181	Yes	2-10 Hours	Monday-Saturday 9am-6pm	Yes		1	437		$1 First Hour, .50 per hour after $5 Max	https://www.mcallen.net/departments/downtown/pay-for-parking?utm_source=chatgpt.com
Odessa	Texas	113,000	Yes	Meter, Coins only	$0.25/60 minutes. $0.10/20 minutes. $0.05/10 minutes.		Yes		Monday-Friday 9am-5pm,9am-6pm							
Laredo	Texas	257,000	Yes	Park Smarter/Meters	$1.25/Hour	1000+		2,4,10 Hours	Monday-Saturday 8am-6pm, Garage 24 Hours	Yes		4		$75.00	$2-$3 per hour $12 max	https://www.cityoflaredo.com/departments/traffic-safety-department/parking-taxis?utm_source=chatgpt.com
El Paso	Texas	678,000	Yes	Meters Park 915 App	$1/Hour + .45 convience fee on App	1900+	Yes	2 Hours	Monday–Saturday, 8:00 AM – 6:00 PM	Yes	$23	4	2684		$10-$13/day	https://park915.com/
Abilene	Texas	126,000	No	N/A	N/A		Yes	1 Hour - 2 Hours	Monday-Friday 8am-5pm	Yes	$21					https://abilenetx.gov/277/Downtown-Parking-Program
San Angelo	Texas	101,000	No	N/A	N/A		Yes	3 Hours	Monday-Friday 8am-5pm	Yes	$21					
Waco	Texas	141,000	No	N/A	N/A		Yes	2 Hours	Monday-Friday 8am-5pm no overnight parking	Yes		6		Free	Free	
Topeka	Kansas	126,000	Yes	Meters and Passport	$1/Hour , $.50/Hour for 10 Hour parking	3293	Yes	1 Hour, 2 Hour, 10 Hour	Monday-Friday 8am-5pm	Yes	$10, $20	7	3253	$18-$67.75	$1/Hour	https://www.topeka.org/parking/#gsc.tab=1
Cedar Rapids	Iowa	125,000	Yes	Park Mobile, Passport, Oobeo	$1.00/Hour + .50 Convience Fee		Yes	2 Hour, 10 Hour	Monday-Friday 9am-5pm	Yes	$25	9	4643	$35-$90	.75/Hour	https://parkcedarrapids.com/
Layfette	Louisiana	121,000	Yes	Park Mobile	$.85 2 Hours + .50 Convience Fee	600	Yes	24/7	Monday-Friday 9am-5pm	Yes	$50	2	600		$1/Hour Max $5	https://www.lafayettela.gov/trb/transit-parking
Allentown	Pennsylvania	125,000	Yes	Park Mobile/ PayByPhone/ Paystation/Meter	$2/Hour	1500	Yes	2 Hours	Monday-Friday 8am-9pm, Offstreet 24/7	Yes	$25	28	5200		$1/Hour for first hour, $2/Hour Hours 2-6, $29 Max	https://www.allentownparking.com/parking/
Brideport	Connecticut	148,000	Yes	Smart Meters/ Park Mobile	$1.50/Hour + .25 convience fee	608	Yes	2 Hours, 4 Hours	Monday-Friday 8am-6pm	Yes	$20	0	0	N/A	N/A	https://bridgeportparking.com/
Billings	Montana	118,000	Yes	FLASH/ Smart Meters/ PayByPhone	1st Hr. - $1.50 2nd Hr. - $3 3rd Hr. - $6 4th Hr. - $9.50	830	Yes	4 Hour Max	Monday-Friday 8am-5pm	Yes	$10	4		$36-$77	$1.25/Hour max $15	https://www.billingsmt.gov/255/Garage-Locations-Rates

SHORT-TERM PARKING CHALLENGES AND LOADING ZONE USE

Based on our parking survey data, stakeholder feedback, and operational analysis, Downtown Midland is experiencing a shortage of accessible short-term parking. A key driver of this issue is the improper use of designated loading zones. In the absence of active enforcement, many of these stalls are routinely occupied by vehicles that exceed time limits or do not meet the intended use—restricting access for delivery drivers and short-term visitors.

From our on-site observations, we noticed many cars pulling up in the middle lane on Wall Street and utilize this lane for loading and unloading. The majority of the time, these cars were in and out in less than 5 minutes. The middle lane on Wall Street starts at Main Street and goes to Big Spring Street. There is no designation on parking rules for this zone which can cause confusion on if cars can or can not park/load there.

Quantity of Loading Zone Spaces

Implementing consistent enforcement in these areas will help restore proper turnover and ensure that loading zones serve their intended purpose. This approach will also help reduce the perception that short-term parking is unavailable and discourage unauthorized use of high-demand curb space. It is difficult to say if the number and placement of loading zones is efficient with the current environment. We recommend further evaluation once the new parking rules and regulations take place to determination the appropriate action.

Street	Regular	ADA	Loading	Total
Missouri Ave	80	2	0	82
Wall St	28	1	0	29
Texas Ave	72	2	3	77
Illinois Ave	34	0	3	37
Main St	34	0	0	34
N Loraine St	41	3	3	47
N Colorado St	60	4	4	68
N Marienfeld St	55	1	1	57
S Pecos St	11	3	2	16
Total	415	16	16	447

STRATEGIC RECOMENDATIONS

Based on the findings of our field study, rate benchmarking, occupancy surveys, and stakeholder input, we present the following initial recommendations for the implementation of an effective and modernized parking program in Downtown Midland. We will go into detail on each individual recommendation below:

- Establish Enforcement Area & Times
- Implement Consistent Signage
- Establish New Parking Requirements And Restrictions
- Establish Citation Structure
- Establish Permit Parking Rules
- Off-Street Parking Rules and Regulations
- Establish Midland Parking Brand Identity
- Updated Financial Projections

ESTABLISH ENFORCEMENT AREA & TIMES

Recommended Enforcement Area

Based on our studies of occupancy and turnover, we recommend implementing a formal enforcement zone focused on the core blocks of downtown Midland. The main area we will be targeting are the blocks within:

- Main Street
- Missouri Avenue
- Illinois Avenue
- Pecos Street

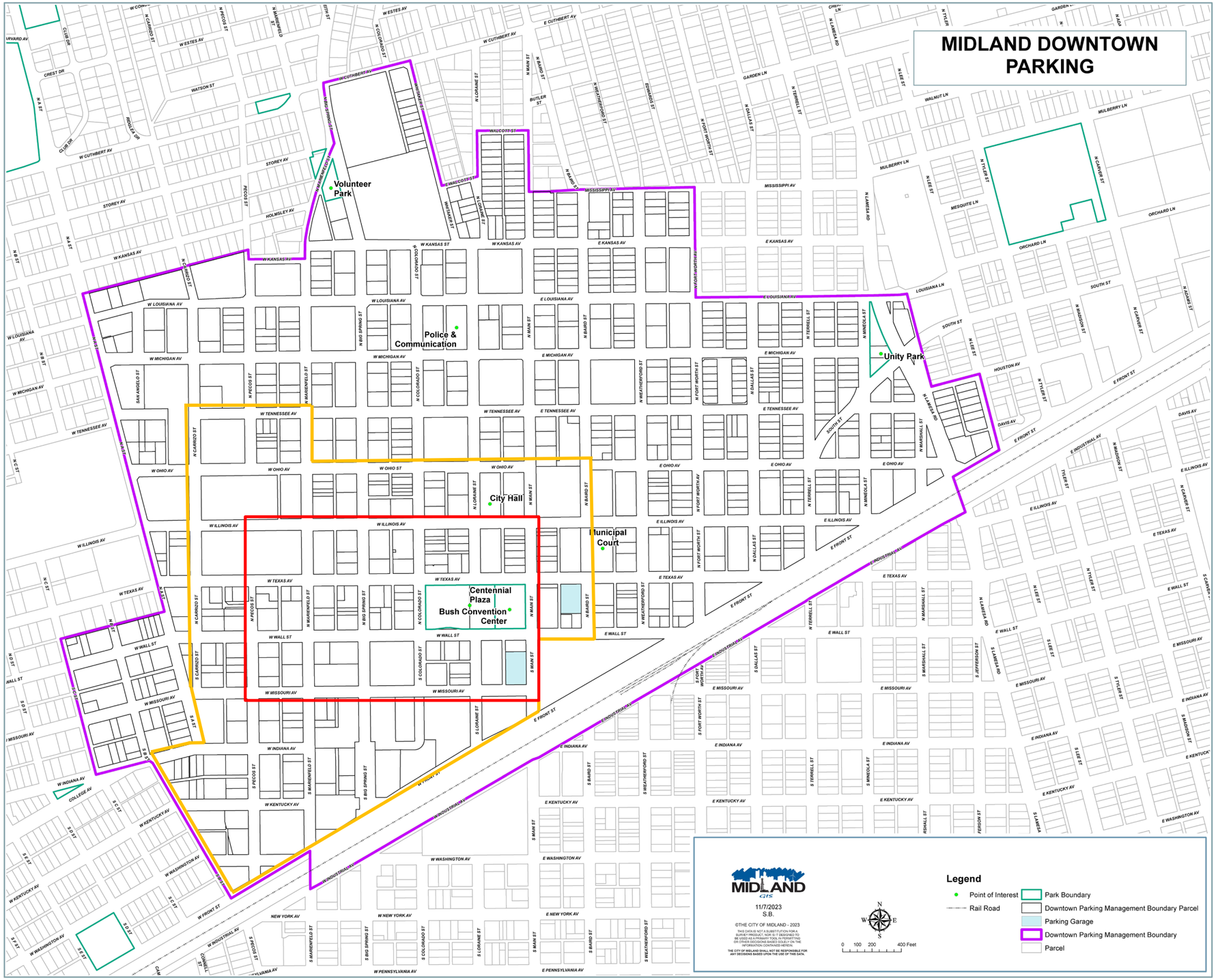
To ensure we do not move the problem to the next block, we recommend extending the enforcement zones a couple of blocks out. We have identified the two areas that are color coded on the following page. The red zone will be your primary enforcement area, with the yellow surrounding zone being your secondary enforcement area.

Recommended Enforcement Hours

Our survey data shows that parking stress and noncompliance are highest during the 10:00 AM to 4:00 PM window and the highest occupancy following office hours of 10am-6pm, Monday-Friday. We recommend starting 2 hours prior to the peak noncompliance hours to have the greatest impact.
To address this, we recommend the following Standard Enforcement Hours:

- Monday-Friday 8:00 AM – 6:00 PM

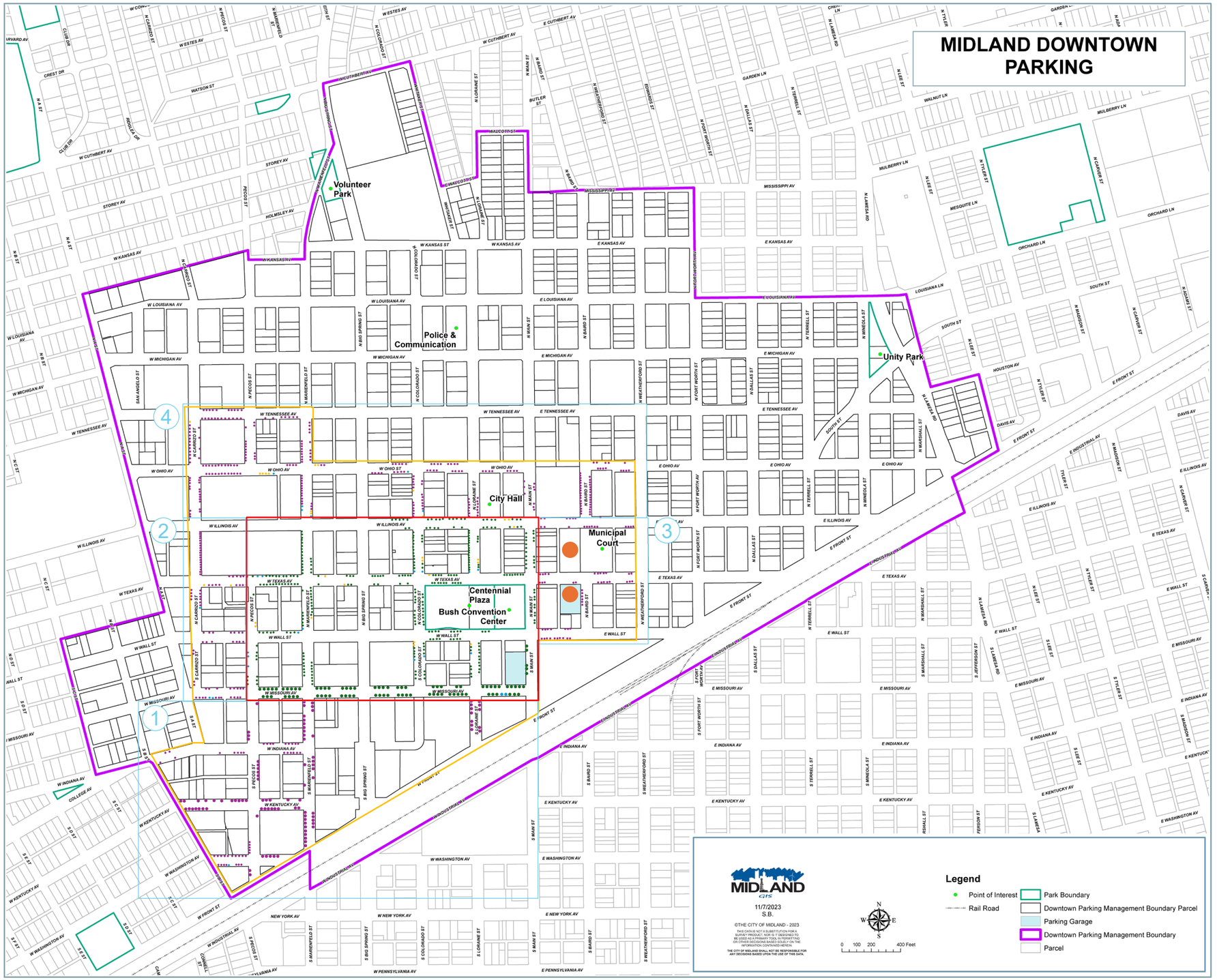
RECOMMENDED ENFORCEMENT AREA MAP



Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland

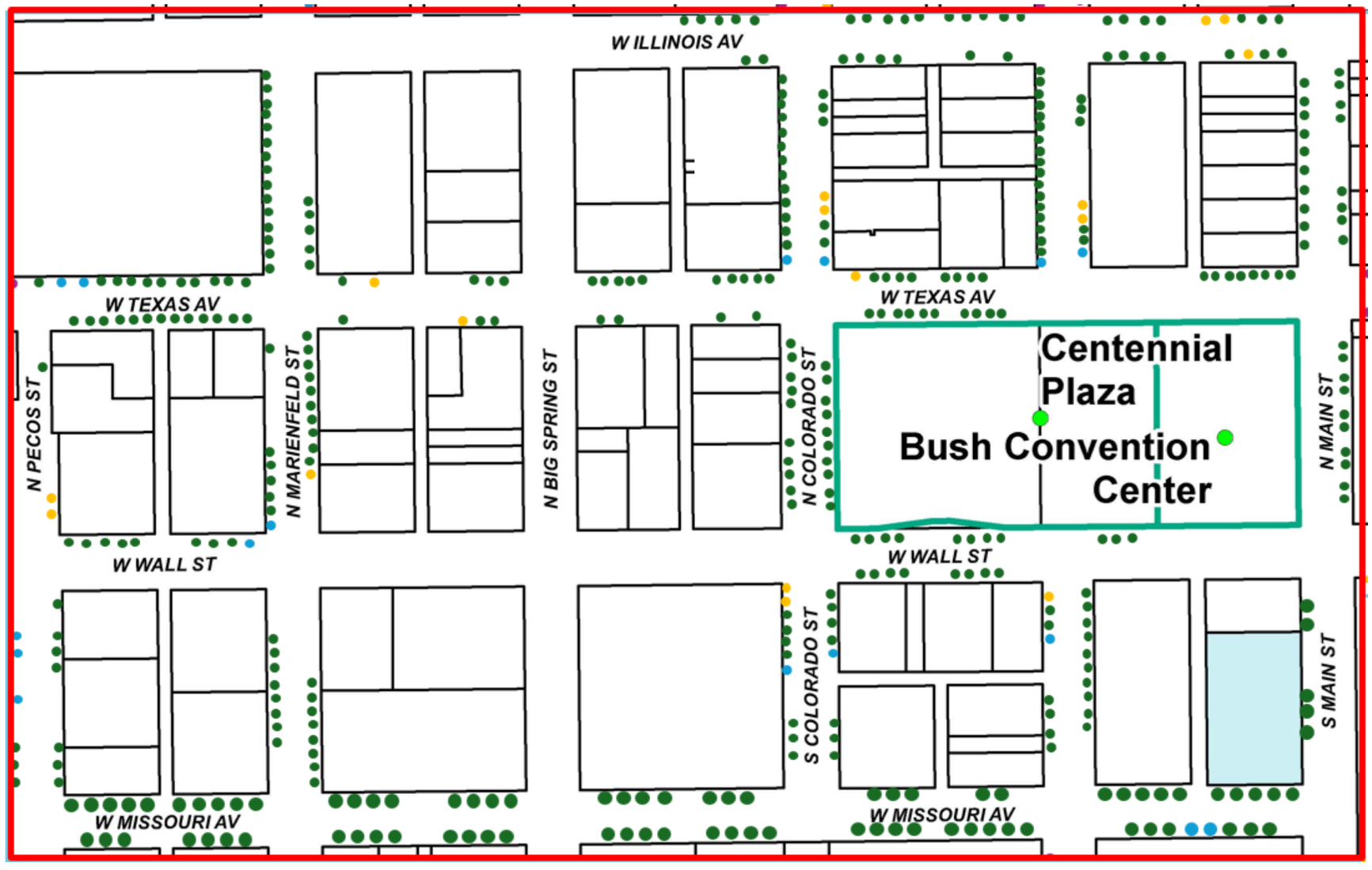
GIS LAYER PARKING MAP



Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

GIS LAYER PARKING MAP

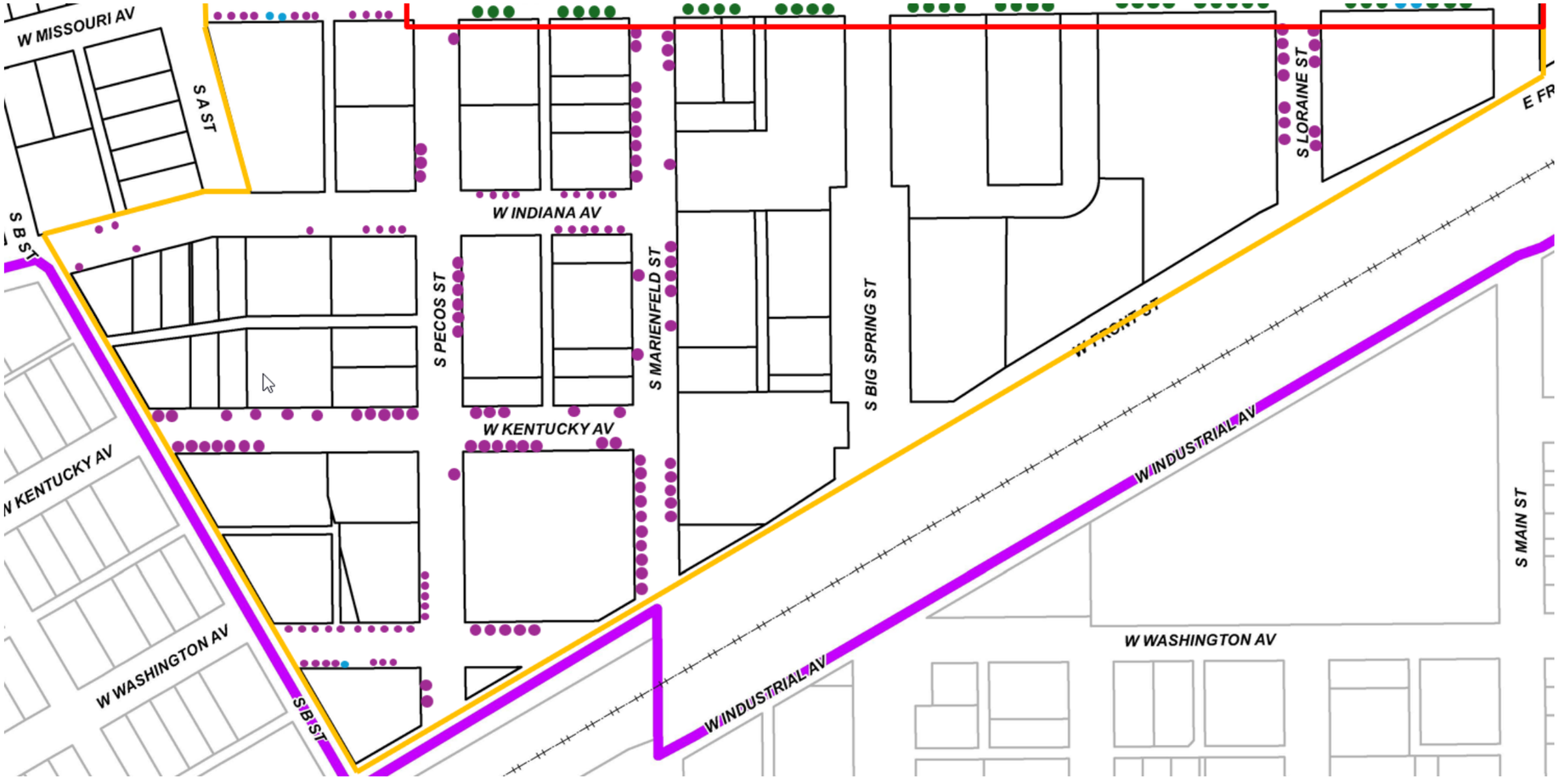


Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

GIS LAYER PARKING MAP

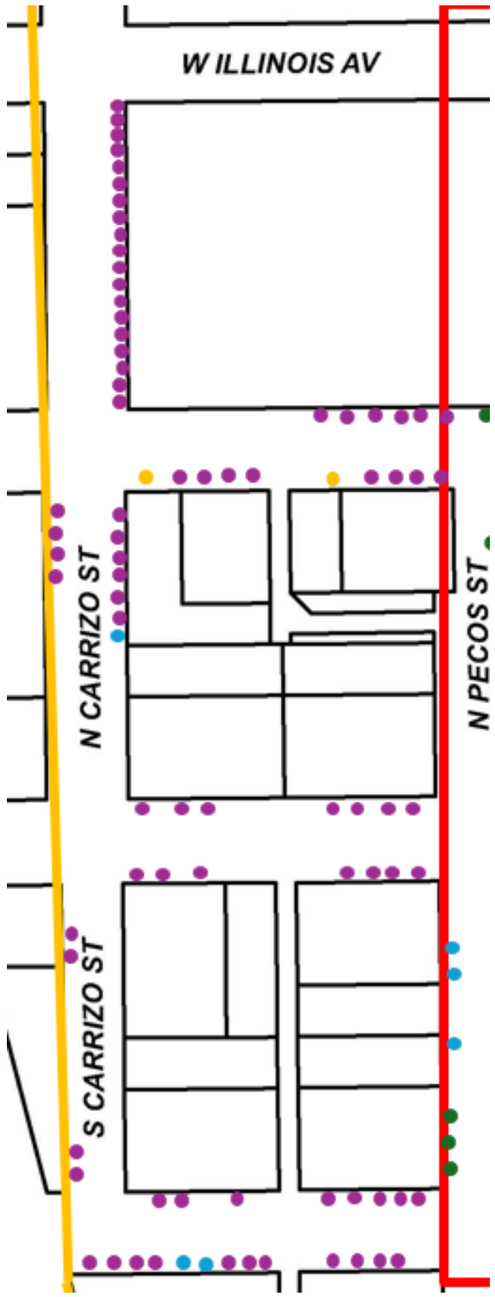
1



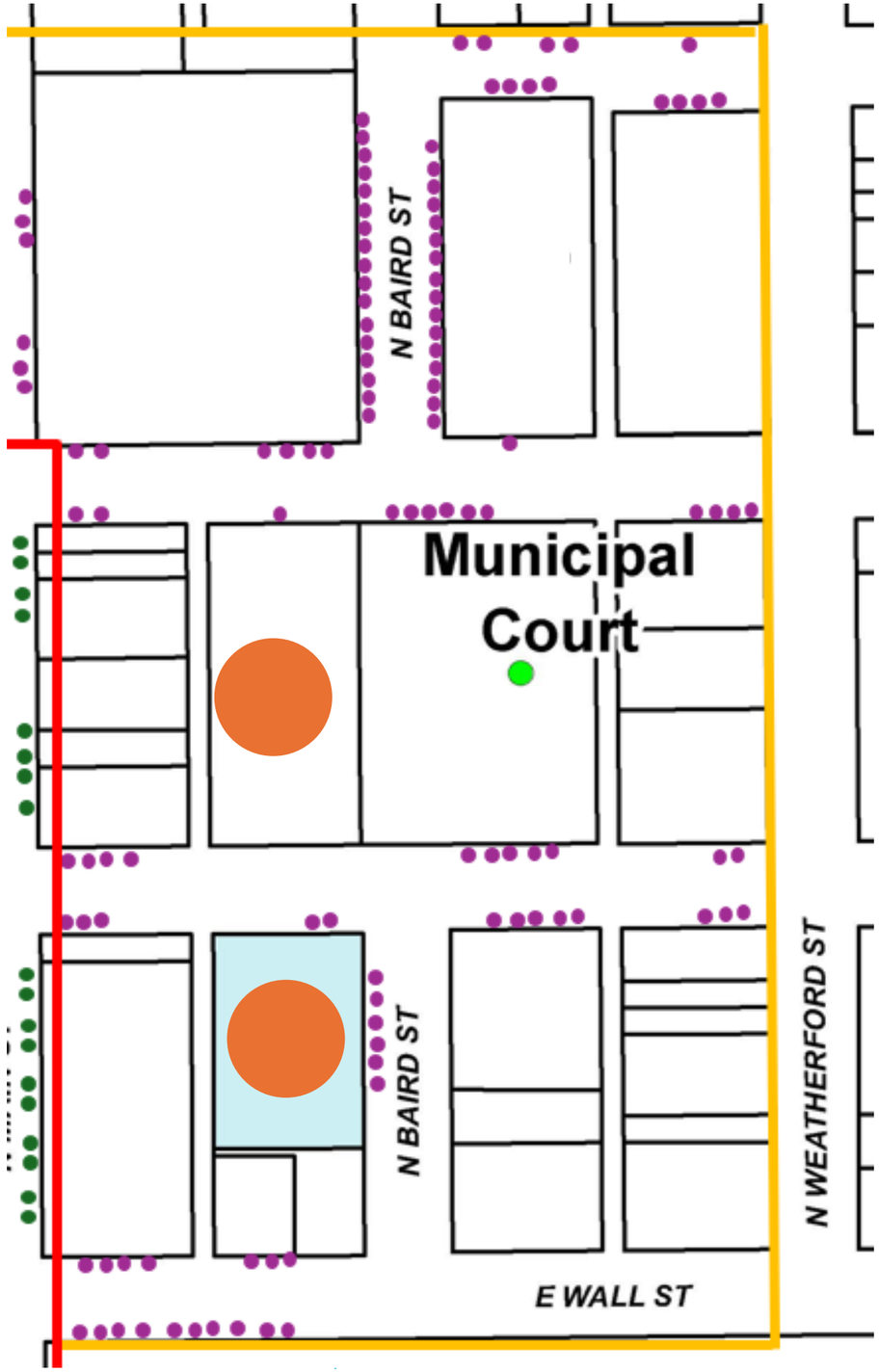
Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

2



3



GIS LAYER PARKING MAP

Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

4

GIS LAYER PARKING MAP

Legend

- Primary Enforcement Area
- Secondary Enforcement Area
- Downtown Midland
- Paid Parking
- Time Limit Parking
- Loading Zone
- ADA Parking
- City Owned Off Street Parking

	Red Zone	Yellow Zone	Garage	Surface Lot
Loading Zone	**16**	**15**		**0**
ADA Stalls	**14**	**13**		**5**
Paid Parking Stalls	**421**	**0**	**0**	**0**
Time Limit Stalls	**0**	**560**		**103**
Total	**475**	**588**		**108**

IMPLEMENT CONSISTENT SIGNAGE

Clear, consistent, and well-placed signage is essential for creating a reliable and user-friendly parking experience. Outdated or confusing signs can lead to frustration, unintentional violations, and lost revenue due to appeals or waived citations. To enhance compliance, improve user trust, and reduce operational inefficiencies, we recommend the following strategies:

Uniform Design and Messaging

All signage within the enforcement zone should follow a standardized design system—including font, layout, language, and color scheme. This consistency allows drivers to quickly identify critical information such as time limits, enforcement hours, or payment instructions without interpreting multiple formats. Branded, cohesive signage communicates that the parking system is intentional, transparent, and well-managed—not arbitrary or punitive. When executed properly, it enhances public trust and reinforces civic order.

Standardized Sign Spacing

In addition to design, the placement and spacing of signage must be consistent across all downtown blocks. Drivers should be able to clearly determine whether a given stall falls under the jurisdiction of the nearest sign without confusion or ambiguity. Inconsistent spacing leads to assumptions and increases the likelihood of accidental violations and costly citation appeals. Standard spacing removes doubt and strengthens the enforceability of regulations. Recommend sign placement should follow:

- **Every 100–150 feet:** Signs are commonly spaced about 100 to 150 feet apart, especially in areas with consistent restrictions (like 2-hour parking zones).
- **At each change of restriction**: A new sign must be posted wherever the rules change (e.g., from “No Parking” to “2-Hour Parking”).
- **At the start and end of zones:** The first and last stall in a regulated zone should have signs clearly indicating the start/end of enforcement.
- **Mid-block signage:** If a block is long, mid-block signs are recommended to ensure visibility for all parked vehicles.

Improved Wayfinding and Predictability

When signage and directional cues are uniform across the downtown area, drivers know what to expect as they enter new blocks. This predictability lowers stress and helps users make faster, more confident parking decisions. Consistent signage also supports integration with digital platforms such as city websites, mobile apps, or pay-by-phone systems—creating a seamless ecosystem of physical and digital wayfinding tools.

ESTABLISH NEW PARKING REQUIREMENTS AND RESTRICTIONS

As part of this study, we evaluated two commonly used approaches for managing high-demand curbside parking: time-limited parking and paid parking. Both models are widely implemented across U.S. cities and can be tailored to meet specific enforcement, turnover, and economic goals. The following outlines each model’s general structure, advantages, and challenges.

Paid Parking

This model charges users to occupy parking spaces during defined enforcement hours, with pricing designed to promote short-term use and curb turnover.

Observed Benefits:

- Encourages turnover through pricing mechanisms
- Generates revenue to support parking management, infrastructure, and streetscape enhancements
- Compatible with modern tools such as mobile apps and license plate readers
- Can incentivize use of garages or off -street options for longer stays

Common Challenges:

- May require public education and communication to ensure successful adoption
- Upfront investment in signage and payment technology
- Potential initial resistance from residents or businesses concerned about perceived costs

Potential Solution – If the city's goal is to cover the cost of new enforcement services with parking revenue, we recommend implementing paid parking to expand the revenue beyond citation revenue. ACE recommends implementing paid parking as part of the parking requirement in any areas that are within the enforcement map shown earlier. At a minimum, these can be implemented in the Primary Enforcement Areas which currently are the highest impacted areas. For implementing paid parking, we recommend:

- Hourly Rate of $1.50/Hour
- 2 Hour Max of Parking – This will ensure your curbside parking spaces are turning over and allowing ample parking for new visitors.

  OPTION - Consider setting a 2 hour Minimum ($3.00) . Setting a two-hour minimum will raise your average transaction value with the end goal of the parking revenue self-sustaining the operational expenses of this program.
- Ability to offer longer paid parking options at surface lots or garages (lesser demand area, ensuring your highest demand spots are turning).
- For the payment system for this parking program, we recommend the spACE Scan -To-Pay system. A Scan-To-Pay system has low infrastructure costs, fast deployment, minimal maintenance, and is flexible and scalable.

Time Limit Parking

This model allows drivers to **park for free** within a posted time window—typically 1 to 2 hours—relying on enforcement to ensure compliance and encourage turnover.

Observed Benefits:

- Perceived as business-friendly due to free access
- Simple and intuitive for visitors to understand
- Requires minimal infrastructure (signage only; no meters or apps)

Common Challenges:

- Compliance is dependent on active enforcement presence
- May encourage “car shuffling” where employees relocate vehicles every few hours
- Revenue generation is solely dependent upon citations.

Potential Solution – ACE recommends updating time limit parking as part of the parking requirement in any areas that are within the enforcement map shown earlier. At a minimum, these can be implemented in the Secondary Enforcement Areas which currently are the least impacted areas. For implementing time limit parking, we recommend:

- 2 Hour Max of Parking – This will ensure your curbside parking spaces are turning over and allowing ample parking for new visitors.
- 10 Minute Loading Zone stalls for quick trips.
- To avoid encroachment, you can push out the 2 hour parking secondary enforcement zones to expand your parking controls. If this doesn’t’ work, you can implement a permit parking program.

Application in Peer Cities

Among peer cities surveyed in this study:

- 80% utilize some form of paid parking in their downtown cores
- Many blend models, using paid parking in high-turnover blocks and time-limited or permit zones in adjacent areas
- Enforcement typically focuses on business hours (e.g., 8 AM –6 PM, Monday–Friday), with some cities extending into evenings or weekends
- Citation fines typically range from $10 to $30 for violations such as overtime or non -payment

Dynamic Pricing

Dynamic pricing, which involves adjusting parking rates in real time based on demand, time of day, or occupancy levels, has proven to be an effective strategy for optimizing parking utilization and increasing municipal revenue. By aligning pricing with demand, cities can improve space turnover in high-traffic areas, reduce congestion, and enhance the overall customer experience. Currently, an estimated 25–30% of U.S. municipalities with advanced parking management systems have adopted some form of dynamic pricing, primarily in large metropolitan areas such as San Francisco, Seattle, and Los Angeles.

However, for a smaller municipality such as Midland, Texas, our recommendation is to delay the implementation of dynamic pricing at this stage. Smaller markets typically experience lower parking demand variability and may lack the necessary data infrastructure to support a dynamic pricing system effectively.

Implementing a more straightforward pricing structure, such as fixed or tiered rates, will enable the City of Midland to establish a solid operational foundation, gather demand data, and assess user behavior. Once consistent patterns are identified and data systems mature, the city can then consider transitioning to a dynamic pricing model with greater confidence and effectiveness.

ESTABLISH CITATION STRUCTURE

As part of this study, we reviewed common citation types and fine structures used by comparable cities to manage parking compliance and ensure safe, equitable access to curbside space. Citations can serve both as a deterrent to violations and as a revenue stream to support parking operations. While every city calibrates its approach based on local priorities, the following outlines general citation categories and fine levels observed across peer communities.

Common Citation Types

Cities typically issue citations for a variety of parking-related violations beyond basic time limits or non-payment. Examples include:

- Unauthorized Use of a Disabled Placard or Plate
- Fire Lane / Emergency Access Zone
- Passenger-Loading Zones
- Commercial Loading/Unloading Zone
- Street-Sweeping Restrictions
- Blocking a Driveway or Alley
- Blocking a Sidewalk or Crosswalk
- Double Parking
- Expired Registration
- Abandoned or Inoperable Vehicle
- Special-Event or Construction Zones

These citations support broader goals such as pedestrian safety, business access, traffic flow, and regulatory fairness.

Citation Fees

Citation amounts vary by violation type and are often designed to reflect severity, repeat behavior, or enforcement costs.

Key findings from peer city benchmarking:

- Most general parking violations (e.g., overtime, unpaid meter, time -limit exceeded) fall in the $10 to $30 range
- Progressive penalties are common, with fees increasing for repeat violations or non payments.
- Higher-risk or safety-related violations (e.g., ADA misuse, fire lane) often carry fines of $100 to $250+
- Among Texas cities surveyed, typical citation amounts for standard violations range between $10 and $23

Potential Solution – ACE recommends starting with a $20 citation fee fort paid and time limit violations.

CONSIDER PERMIT PARKING RULES

Many cities use permit parking systems to manage long-term curb or off-street use by specific user groups such as residents, employees, or service providers. Permit programs can help reduce competition for high-demand curbside spaces, shift longer-term parkers to designated areas, and increase predictability for both users and enforcement staff.

In the context of Midland, we anticipate that long-term parkers will move to the off-street garages and lots when new on-street parking restrictions, requirements and enforcement are implemented. However, if increased on-street occupancy occurs in the areas adjacent to the new paid and time-limit zones, new permit policies and zones could resolve this potential issue.

Common Permit Program Models

Across peer cities, several types of permit parking models are used depending on local conditions:
Employee Permits- Offered to downtown workers, especially when their employers lack dedicated parking. These are typically assigned for use in peripheral lots or garages.
Resident Permits - Used in adjacent neighborhoods to protect against spillover parking from commercial districts.
Business/Service Vehicle Permits - Provided to vendors, contractors, or delivery vehicles needing regular access to specific zones.
Time-of-Day or Location-Based Permits - Structured to allow access during certain hours (e.g., daytime only) or only in designated zones (e.g., off-street lots, top levels of garages).

Potential Assets for Permit Use in Midland

Two existing city-owned parking facilities could be candidates for permit-based programs:

Surface Lot at 200 N Baird St
Currently underutilized, this lot may be well-suited for long-term or permit-based parking.

Parking Garage at 107 N Baird St
With multi-level capacity and public access, the garage could support permit allocation for employees or regular downtown users.

Whether these assets are managed as free-permit zones, flat-rate lots, or scanned-access locations depends on the City's operational goals and capacity.

OFF-STREET PARKING RULES AND REGULATIONS

Downtown Midland's off-street parking assets include a multi-level parking garage and a surface lot, both located along North Baird Street. These facilities present opportunities to support long-term parking needs, employee permit programs, and visitor access while easing demand on curbside spaces. With the focus on getting long term daytime parkers off the streets, the off-street parking assets should see a spike in demand.

The City-owned off-street parking assets currently allows free public parking. At present, there are no posted time limits or usage restrictions, and occupancy remains relatively low.

To support future planning and maintain orderly use, several management options may be considered:

- Maintain Free Access with Time Limits
- Focused Parking Area for Long Term Parking
- Consider Implementing Paid Parking

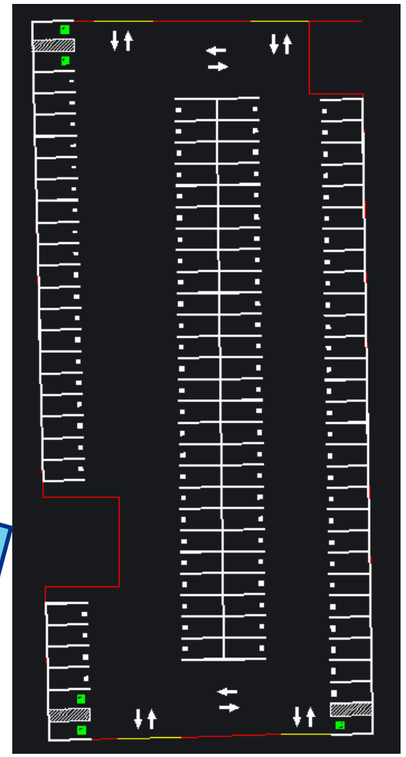
Surface Lot Recommendations

The surface lot currently has capacity for approximately 90 vehicles but is underutilized. Its current condition includes faded stall markings and limited visibility, which may discourage broader use.

1) Maximize Lot – We recommend restriping the lot to maximize your parking capacity while ensuring efficient traffic flow.
2) Restripe – We recommend restriping the lot so vehicles know the parking lines that they should be in.
3) Enhance Signage/Wayfinding – Enhance your visibility and utilize wayfinding with your updated branding to promote the surface lot.

Currently the stall striping is very faded and it is very hard to see the actual parking lines. This could create problems if the lot start to generate more usage.

The off-street parking assets should be enforced regardless of parking method (timed vs paid).



ESTABLISH MIDLAND PARKING BRAND IDENTITY

As cities modernize their parking systems, branding has emerged as a key tool for increasing public awareness, improving user trust, and creating a cohesive experience across signage, technology, and outreach. A unified brand identity for Midland's parking program could help residents, visitors, and businesses more easily recognize and understand parking rules, payment options, and available resources. For branding proposes, the following touchpoints should be considered for consistent application

- **On-Street Signage -** Standardized designs and logos across all regulated parking areas can reduce confusion and promote predictability.
- **Payment Interfaces -** Integrating branding into meters, mobile apps, or QR-code signage helps create a seamless user experience.
- **City Website and Parking Portal -** A dedicated landing page or subsite with branded visuals and centralized information can support transparency and self-service.
- **Community Outreach Materials** - Flyers, postcards, digital ads, and social media content can reflect the brand identity to promote adoption and understanding.

FINANCIAL PROJECTIONS

As Midland explores strategies to improve downtown parking availability and turnover, financial sustainability is an important factor. One objective commonly shared by municipalities is for parking programs to be **self-funded**—generating enough revenue to cover the costs of enforcement, signage, maintenance, and administration without drawing on the general fund.

Financial outcomes vary depending on the chosen parking model. Below is an overview of the typical revenue structures and implications associated with two common approaches: fee-based time-limited parking and paid parking systems.

1. Time-Limit Only Enforcement - Revenue & Expense Projections

In this model, parking is free to the user for a set time limit (e.g., 2 hours), and enforcement focuses on issuing citations for violations. Revenue is generated primarily through fines.

Key Financial Considerations:

- **Revenue Source:** Citations issued for overtime violations or non-compliance
- **Enforcement-Driven**: Relies heavily on active patrols or license plate recognition systems to maintain compliance and generate income
- **Volatile Revenue:** Income can fluctuate based on user behavior, enforcement consistency, and public perception
- **Public Acceptance:** Free parking is generally more palatable to the public, though citation-heavy systems can draw criticism if viewed as punitive

Potential Risks:

- Insufficient citation volume may result in underfunded operations
- Revenue may decline over time if compliance improves

2. Paid & Time-Limit Enforcement - Revenue & Expense Projections

In this model, drivers pay to park during posted enforcement hours, either through meters, mobile apps, or signage-based systems. Citations still exist for non-payment, but the primary revenue comes from user fees.

Key Financial Considerations:

- **Revenue Source:** Payments collected directly from users at the time of parking
- **More Predictable Income:** Based on stall occupancy rates and pricing structure
- **Technology Costs:** Requires upfront investment in signage, software, and/or equipment

Potential Risks:

- Initial resistance from the public or businesses
- Lower adoption if payment systems are not user-friendly
- Implementation costs may delay revenue recovery

Shown on the next pages are budget projections showcasing each model. As shown by our models, we don't envision the parking program to be self funded without the use of paid parking.

Paid & Time-Limit Enforcement Revenue & Expense Projections		Month	Year
REVENUE			
Transient Revenue	Estimated Based on 50% Utilization Monday-Friday at $3	15,438	185,250
Citation Revenue	Estimated based on 750 Citations/Year at $20	1,250	15,000
Total Revenue		**16,688**	**200,250**
EXPENSES			
Payroll			
Enforcement Supervisor	40 Hours Per Week	4,073	48,880
Enforcement Ambassador	10 Hours Per Week	802	9,620
Off-Site Account Management		500	6,000
Vacation/Sick/Overtime Accrual	4.00% Estimate	195	2,340
Total Payroll		**5,570**	**66,840**
Payroll Overhead	18.66%	1,039	12,472
Health Benefits	1 FT Employee with Health Benefits	981	11,772
Payroll Processing		36	437
Administration Fee		0	0
Supplies	Estimated	50	600
Uniforms	Estimated for Custom Uniforms	100	1,200
Signs	TBD	0	0
Computer Expense		100	1,200
Citation Equipment	1 Handheld Device & 1 Printers	399	4,788
Citation Paper	Estimated	75	900
Citation Fees	$1.00 Per Fee Citation ($0.00 for Warnings)	TBD	TBD
Citation System Fees	Backoffice & Automated 1st Appeal Response	150	1,800
Citation Notices	$1.00 for 1st Notices Mailed	TBD	TBD
Citation System Setup Fee	$10,000 Fee Amortized Over 5 Years	166	1,992
Vehicle Financing	1 Vehicle with Vigilant LPR System	1,290	15,482
Phone & Data Lines	1 Cell Phone and 1 Data Line	100	1,200
Office Rental		0	0
Vehicle Insurance		1,122	13,464
Vehicle Maintenance	Vehicle Service and Weekly Washes	200	2,400
Vehicle Fuel		91	1,092
Credit Card Fees		1,001	12,015
Monthly Management Fee		1,750	21,000
Total Expenses		**14,221**	**170,654**
NET OPERATING INCOME		**2,466**	**29,596**

EXHIBITS

Company: Midland Tower (223 W Wall)

Representative: Yoli Ojeda (Property Manager)

Phone: 432-967-9999

Email: thismgmt_all@thismgmt.com

What is your perception of the current parking situation in Downtown Midland?

It is always difficult to find parking around the building. There is rarely any availability, whether you're trying to quickly run into the office, eat at the nearby restaurants, or meet at the park.

What are your main concerns regarding parking in Downtown Midland?

Same as above.

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- **Adjusted Time Limit Parking**
- Permit Parking
- Combination of some or all of the above
- Parking Enforcement (to be utilized in any of the above scenarios)

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

I think it would be helpful to add adjusted time limit parking to assist those who are just running in to drop off items or grab a quick bite to eat at Cancun Grill or Opals Table.

Company: Permian Resources

Representative: Lyndsey White

Phone: 432-400-1050

Email: Lyndsey.white@permianres.com

What is your perception of the current parking situation in Downtown Midland?

I find parking downtown to be relatively easy. If parking is not available on the street, I use the garages at the Loft apartments or the public parking garage next to the former DoubleTree hotel. Wayfinding signage/promotion of these garages might be helpful to inform the community they are available.

What are your main concerns regarding parking in Downtown Midland?

N/A

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- Adjusted Time Limit Parking
- Permit Parking
- Combination of some or all of the above
- **Parking Enforcement (to be utilized in any of the above scenarios)**

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

Free parking is such a great benefit to downtown. Perhaps monitoring the street parking with a combination of the above suggested ideas would help with those spots. In my experience, the free garages always have parking available and work great.

Company: Centennial Park

Representative: Stephanie Martin

Phone: 432-687-8210

Email: stephanie@centennialparkmidland.org

What is your perception of the current parking situation in Downtown Midland?

In my view, the current parking situation in Downtown Midland presents several challenges. While there are public parking options available, they are limited—especially during peak hours, weekends, or large community events. One of the primary concerns is the lack of clear and visible signage directing visitors to public parking garages and surface lots. Without adequate wayfinding, many visitors overlook available parking, which contributes to the perception that there's simply nowhere to park.

That said, even with improved signage and awareness, I do believe there is a genuine need for additional parking to accommodate the continued growth and increased activity in the downtown area. As more businesses, events, and public spaces draw people into the heart of the city, expanding parking availability—alongside clearer communication about where it exists—will be essential to supporting a positive and accessible downtown experience.

What are your main concerns regarding parking in Downtown Midland?

My primary concerns regarding parking in Downtown Midland include the limited availability of spaces during high-traffic times, the lack of visible and consistent signage directing people to public garages and lots, and the overall accessibility of parking options for both residents and visitors.

Even when spaces are available, they are not always clearly marked or easy to find, which can lead to confusion and frustration, particularly for out-of-town guests or those unfamiliar with the area. This can have a negative impact on downtown businesses, events, and public amenities.

As downtown continues to grow and attract more activity, I'm also concerned that the current parking infrastructure may not be sufficient to meet future demand. Without thoughtful expansion and improved wayfinding, we risk creating a barrier to access that could diminish the vibrancy and convenience of the downtown experience.

One of my main concerns is the inconvenience created by the lack of accessible, short-term parking, particularly for everyday tasks like running errands or bringing in groceries. For those who live, work, or frequently visit downtown, the challenge of finding a nearby space can be frustrating, especially when carrying items or making quick stops.

Additionally, limited parking options often result in people resorting to restricted areas, which increases the likelihood of receiving parking citations. This not only adds to the inconvenience but can also discourage residents and visitors from returning to the area.

As Downtown Midland continues to grow, addressing the need for more convenient parking and improving enforcement practices with a more user-friendly approach will be essential in supporting both quality of life and economic activity.

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- **Paid Parking implementation**
- **Adjusted Time Limit Parking**
- **Permit Parking**
- **Combination of some or all of the above**
- **Parking Enforcement (to be utilized in any of the above scenarios)**

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

- Paid Parking could be beneficial if it's strategically applied, such as during peak hours or in high-demand areas—while still offering free or low-cost options for short-term or off-peak parking. However, if implemented too broadly, it may discourage casual visits and negatively impact small businesses and community events.
- Adjusted Time Limit Parking may offer a good middle ground by encouraging turnover without imposing a financial burden. This could be especially helpful near retail, dining, and service-based businesses that rely on short visits.
- Permit Parking could support downtown residents and employees by ensuring they have access to consistent, long-term parking, provided it doesn't significantly reduce the availability of public parking for visitors.
- A combination of these approaches may be the most effective, particularly if paired with clear signage, consistent enforcement, and strong public communication. That said, parking enforcement should be customer-friendly and focused on education, particularly in the early stages of any new system.

For our purposes, increased signage and wayfinding, more designated short-term parking, and investments in additional parking infrastructure (such as a new garage or expanded lots) would have the most immediate positive impact on business and community experience.

Company: Cancun Grill

Representative: Nemecio Torres

Phone: 432-770-7982

Email: cgtorres2005@gmail.com

What is your perception of the current parking situation in Downtown Midland?

-Been since 2007, very little parking spaces, mostly people to work within walking distance to dine in. Customers say they get tickets for places they are parking. Ticket from city for parking on yellow spot and closest parking is 10 mins.

What are your main concerns regarding parking in Downtown Midland?

-Tickets

- Lots of groceries to try and bring in / no parking / citations

What changes would you like to see made to the current parking situation?

-Should leave all parking open without yellow spots to be fine

- Pay lots of taxes for city not to be flexible with parking

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- Adjusted Time Limit Parking
- Permit Parking
- Combination of some or all of the above
- **Parking Enforcement (to be utilized in any of the above scenarios)**

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

Combination of all of these and to be flexible with restaurant owners, parking on Missouri could open as well for restaurants.

Company: Stagg Investments

Representative: Denise Husbard

Phone: 685 – 1980

Email: denise.hubabard@tgaar.com

What is your perception of the current parking situation in Downtown Midland?

Needs improved

What are your main concerns regarding parking in Downtown Midland?

We need **more** by the park area

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- Adjusted Time Limit Parking
- Permit Parking
- **Combination of some or all of the above**
- Parking Enforcement (to be utilized in any of the above scenarios)

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

People park on the street all day, which leaves no spaces for people coming for a short time for appointments or dining or shopping. It needs to be paid parking or tickets given regularly!! Also, no parking zones are regularly used so delivery people have a hard time.

Company: Wall Street Bar & Grill Representative: Jamey Johnson

Phone: 432 684 8686 Email: wallstreetgrill81@yahoo.com

What is your perception of the current parking situation in Downtown Midland?

Only an issue when events happen. Usually on weekends.

What are your main concerns regarding parking in Downtown Midland?

We are currently looking at a number of possible solutions to the parking situation in Downtown Midland:

- Paid Parking implementation
- **Adjusted Time Limit Parking**
- Permit Parking
- Combination of some or all of the above
- **Parking Enforcement (to be utilized in any of the above scenarios)**

Do you believe that any of the above scenarios would help or hinder your business? If not, what do you think could be done with parking that would help your business?

I don't think paid parking or permits would help us. Casual diners may not decide to come downtown if they have to pay for parking. There are other options not downtown, and they may decide to go there instead.

City Council Meeting

Item Number: 13.
Meeting Date: January 13, 2026
To: City Council
From: Elizabeth Triggs, Planning & Development Officer
Subject: AN ORDINANCE AMENDING TITLE IX, "PUBLIC WAYS AND PROPERTY", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 8, "RIGHT-OF-WAY PATIO PROGRAM", SO AS TO ESTABLISH REGULATIONS GOVERNING BUSINESSES' USES OF PUBLIC RIGHTS-OF-WAY; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
The proposed ordinance establishes a new Right-of-Way (ROW) Patio Program allowing eligible businesses to activate adjacent public rights-of-way for outdoor dining, seating, and gathering areas. While the first designated eligible area will be Downtown Midland, the ordinance is intentionally written to allow for the expansion of eligible areas in the future without requiring additional code amendments. The program is designed to increase vibrancy, support small business operations, and enhance the walkability and street-level experience in commercial districts, including Downtown. By creating a formal permitting, design, and maintenance framework, the ordinance ensures installations are safe, accessible, and compliant with ADA, building, and public safety requirements.

Recommended Action:
APPROVE

Fiscal Impact:
There is no fiscal impact to the City. Applicants will pay application, occupancy, and related fees that are structured to recover the City's costs associated with administering and managing the ROW Patio Program, in accordance with the adopted fee schedule, as amended.

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
The ordinance establishes a permitting and regulatory framework for outdoor patios and parklets built within the public right-of-way by eligible businesses such as restaurants, cafés, breweries, bars, and retail establishments. Although the pilot area is defined as the Downtown district—where

buildings are typically built to the lot line and lack private outdoor space—the ordinance is not limited to downtown. It is structured to allow the City Manager to designate additional eligible areas over time as demand grows or redevelopment needs shift.

Key elements include:

- Scalable eligibility: Downtown is the first approved area, but the framework can be expanded to other commercial corridors, mixed-use centers, or redevelopment zones.
- Three permit types (initial, renewal, modification) allowing flexibility for businesses year-to-year.
- Insurance, indemnification, and removal requirements to protect the City from cost or liability exposure.
- Design Manual to ensure consistent, high-quality installations that maintain ADA access, pedestrian flow, and emergency access.
- Restrictions on amplified sound, enclosed structures, generators, etc. unless separately approved, preventing nuisance conditions.

The program directly supports several adopted Strategic Plan goals, including Downtown Revitalization, Quality of Place, and Small Business Support. Specifically, it:

- Provides restaurants and retailers a way to expand seating and sales capacity without acquiring additional private property.
- Supports local businesses in the downtown core that otherwise lack space for patios due to zero-lot-line buildings.
- Activates the public realm, encouraging foot traffic, evening activity, and longer dwell-time during events.
- Reinforces policy direction from the Downtown Plan, the Strategic Plan, and recent Council downtown investment priorities.
- Creates an environment more attractive to future private investment by signaling a long-term commitment to a more walkable, programmed downtown.

Attachments:

A. ORDINANCE - 10700 - AMENDED
B. Midland ROW Patio Design Manual

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE IX, "PUBLIC WAYS AND PROPERTY", OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 8, "RIGHT-OF-WAY PATIO PROGRAM", SO AS TO ESTABLISH REGULATIONS GOVERNING BUSINESSES' USES OF PUBLIC RIGHTS-OF-WAY; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the Council finds it to be in the public interest to amend Title IX, "Public Ways and Property", of the City Code of the City of Midland, Texas, by adding Chapter 8, "Right-of-Way Patio Program", so as to establish regulations governing downtown businesses' uses of public rights-of-way;

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

SECTION ONE. That Title IX, "Public Ways and Property", of the City Code of the City of Midland, Texas, is hereby amended by adding Chapter 8, "Right-of-Way Patio Program", which shall read in its entirety as follows:

9-8-1. Purpose, conflicts, limitation to sidewalks.

(A) *Purpose.* The purpose of this Chapter is to support businesses and increase the City's vibrancy and quality of life by facilitating the installation and operation of safe, active, and well-designed outdoor dining and gathering areas within rights-of-way.

(B) *Conflicts.* In the event of a conflict between a provision of this Chapter and a provision of another ordinance, resolution, rule, or policy of the City, the provision of this Chapter shall supersede the other provision only to the extent necessary to resolve the conflict, provided that such resolution of a conflict does not contravene any state or federal law that requires application of the other provision.

(C) *Limitation to sidewalks.* Notwithstanding any provision of this Chapter to the contrary, the application of this Chapter shall be limited to sidewalks located within an Eligible Area. An Authorized Area shall not include any portion of a Right-of-Way other than a sidewalk.

9-8-2. Definitions.

As used in this Chapter:

(A) *Access Route* means a continuous, unobstructed path of travel for pedestrians that is at least four feet in width.

(B) *Accessible Element* means an Element that is designated for use by a person with a disability.

(C) *Accessible Space* means a parking space that is designated for use by a person with a disability.

(D) *Applicant* means a person who submits an application in accordance with this Chapter.

(E) *Approval* means any authorization or approval granted in accordance with this Chapter, including but not limited to Installation Approval.

(F) *Authorized Area* means a specified area of a Right-of-Way within which an Eligible ROW Patio shall be contained.

(G) *Business Day* means a day other than a Saturday, Sunday, state holiday, or federal holiday.

(H) *City* means the City of Midland.

(I) *City Manager* means the City's City Manager or the City Manager's designee.

(J) *Design Manual* means a document detailing the design requirements and other guidelines that shall apply to Eligible ROW Patios, which shall be utilized by the Director and Applicants for purposes of this Chapter.

(K) *Development Services Department* means the City's Development Services Department or successor department.

(L) *Director* means the City's Planning and Development Officer or the Planning and Development Officer's designee. In the absence of a Planning and Development Officer, this term shall mean the City employee who supervises the Development Services Department.

(M) *Element* means a Fixed Element or a Movable Element.

(N) *Eligible Activity* means gathering, waiting, sitting, socializing, dining, or drinking. For the avoidance of doubt, this term does not include the sale of goods or services except dining and beverage services.

(O) *Eligible Area* means an area of the City, as designated by the City Manager, within which a ROW Patio may be permitted in accordance with this Chapter.

(P) *Eligible Business* means a person, including a business or other entity or association, using its Primary Property for one or more of the following principal uses as defined in and in accordance with the Zoning Ordinance: Art Gallery or Museum; Artisan's Workshop; Bakery Shop; Bar; Bed and Breakfast Inn; Bike (Bicycle) Sales and Services; Book Store; Brewery (large, local, regular); Civic/Convention Center; College/University; Dance Hall; Dance, Music, Drama Studio; Distillery; Florist; Grocery Store; Handcraft Shop; Hobby Shop; Hotel; Library; Lounge or Nightclub; Mixed-Use Development; Movie Theater; Photographer's or Artist's Studio; Religious Use; Restaurant or Cafeteria, without a Drive-Through Window or Curb Service; Retail Stores and Shops; School (career, private, public); Wedding Chapel, Reception Facility, Special Events Center; or Winery.

(Q) *Eligible ROW Patio* means a Sidewalk Café or Parklet that is located within an Eligible Area.

(R) *Fixed Element* means a fixture or object located within a ROW Patio that is maintained in place and not easily moved. Examples include heavy planters and railings bolted to the sidewalk.

(S) *Graffiti* means markings, including inscriptions, slogans, drawings, or paintings, on property, made without the effective consent of the owner of the property, with:

(1) paint;

(2) an indelible marker; or

(3) an etching or engraving device.

(T) *Initial Applicant* means an Applicant who is not a Permittee with respect to the Eligible ROW Patio that is the subject of the application.

(U) *Initial Application Fee* means a non-refundable fee that shall be paid by an Initial Applicant, which shall be established in the City's then-current Fee Schedule ordinance and shall be reasonably related to the City's cost of reviewing an Initial Applicant's application.

(V) *Installation Approval* means written authorization from the Director for the installation of an Eligible ROW Patio prior to issuance of a Permit.

(W) *License Agreement* means an agreement between the City and an Applicant or Permittee in a form approved by the City Attorney authorizing such Applicant or Permittee's use of the Right-of-Way in accordance with this Chapter, and which shall, at a minimum, require the Applicant or Permittee to:

(1) be responsible for maintaining the Eligible ROW Patio and its Authorized Area;

(2) defend, indemnify, and hold the City harmless against all damages, costs, and expenses resulting from any activity that is in any way connected to the Eligible ROW Patio or the Applicant's use of the Right-of-Way;

(3) release the City from any claim the Applicant has or may have in the future that is in any way related to the application of this Chapter to the Applicant;

(4) waive any claim the Applicant may have for attorney's fees in the event that the Applicant files a claim against the City that is in any way related to the application of this Chapter to the Applicant; and

(5) comply with this Chapter and all applicable ordinances and state and federal laws, rules, and regulations.

(X) *Major Modification* means the modification of an existing Permit:

(1) to add, materially modify, or remove a Fixed Element;

(2) to modify the dimensions of the Authorized Area; or

(3) to add the sale and on-premises consumption of alcoholic beverages as a permitted use if such use is not already permitted in the existing Permit.

(Y) *Major Modification Applicant* means an Applicant who is a Permittee with respect to an Eligible ROW Patio who seeks to make a Major Modification to the Eligible ROW Patio.

(Z) *Minor Modification Applicant* means an Applicant who is a Permittee with respect to an Eligible ROW Patio who seeks to make a Minor Modification to the Eligible ROW Patio.

(AA) *Minor Modification* means the modification of an existing Permit to add, materially modify, or remove a Movable Element.

(BB) *Modification Application Fee* means a non-refundable fee that a Major Modification Applicant shall pay, which shall be established in the City's then-current Fee Schedule ordinance and shall be reasonably related to the City's cost of reviewing a Major Modification Applicant's application.

(CC) *Movable Element* means an object located within a ROW Patio that is easily movable by a single able-bodied, adult individual or that is susceptible to movement by winds, rain, or other weather events. Examples include tables, chairs, and umbrellas.

(DD) *Occupancy Fee* means a fee that shall be paid for the occupancy of the Right-of-Way during the term of a Permit, which shall be established in the City's then-current Fee Schedule ordinance.

(EE) *Parklet* means ROW Patio located within an on-street parking portion of a Right-of-Way.

(FF) *Permit* means a permit that is issued to an Eligible Business in accordance with this Chapter.

(GG) *Permittee* means an Eligible Business that holds a valid Permit.

(HH) *Preliminary Application Meeting* means a meeting between City staff and an Applicant to discuss the Applicant's proposed Eligible ROW Patio and enable the Applicant to receive feedback and guidance from staff regarding the application.

(II) *Primary Property* means the land on which an Eligible Business principally conducts its operations, including improvements on such land, but not including the abutting Right-of-Way. For the avoidance of doubt, if the Eligible Business principally conducts its operations within leased building space, the Primary Property shall include only the leased building space and the land immediately thereunder.

(JJ) *Property Line* means the boundary between an Eligible Business' Primary Property and the Right-of-Way.

(KK) *Removal Deposit* means a fee that an Applicant shall be required to pay prior to Installation Approval, which shall be established in the City's then-current Fee Schedule ordinance and which shall be refunded to the Applicant or Permittee upon such Applicant's or Permittee's removal of an Eligible ROW Patio as specified in this Chapter and the Design Manual.

(LL) *Renewal Applicant* means an Applicant who is a Permittee with respect to an Eligible ROW Patio who seeks to renew the associated Permit.

(MM) *Right-of-Way* means an area owned, controlled, or maintained by the City that is associated with a City street, including but not limited to vehicle travel lanes, turn lanes, sidewalks, and curbside space such as on-street parking spaces and loading zones.

(NN) *ROW Patio* means an installation within a Right-of-Way that is used or designed to be used for one or more Eligible Activities and that contains Elements that satisfy the requirements of this Chapter.

(OO) *Sidewalk Café* means a ROW Patio located between an Eligible Business' nearest Property Line and the curb or flow line.

(PP) *Transit Agency* means a public entity that administers a public transportation service. This term includes the Midland Odessa Urban Transit District.

(QQ) *Zoning Ordinance* means Title XI, Chapter 1 of the City Code.

9-8-3. Administration.

(A) *City Manager.* The City Manager:

(1) may designate, modify, or eliminate each Eligible Area;

(2) shall adopt a Design Manual, which the City Manager may amend from time to time; and

(3) shall consider appeals in accordance with Section 9-8-14.

(B) *Director.* Except as provided in Subsection (A), the Director shall administer and enforce the provisions of this Chapter.

9-8-4. Eligibility in general.

(A) An application concerning a ROW Patio is eligible to be considered by the Director if:

(1) the ROW Patio is an Eligible ROW Patio that will be operated by an Eligible Business only in conjunction with the Eligible Business' principal use of its Primary Property;

(2) each Eligible Activity for which the Eligible ROW Patio will be used is incidental and secondary to the Eligible Business' principal use of the Primary Property; and

(3) the Elements of the Eligible ROW Patio are limited to those that directly satisfy the purpose of this Chapter and support the Eligible Activities for which the Eligible ROW Patio will be used.

(B) This Section shall not apply to an application submitted by the City.

9-8-5. Application and Permit process.

(A) *Initial Applicants.*

(1) This Subsection shall apply to an Initial Applicant.

(2) Preliminary Application Meeting. Prior to submitting an application, an Applicant shall attend a Preliminary Application Meeting.

(3) Completion of application. The Director shall not grant Installation Approval if an Applicant has not submitted a complete application. An application shall not be deemed to be complete until the following items have been submitted:

(a) an application form prescribed by the Director for Initial Applicants;

(b) proof that the Applicant is an Eligible Business;

(c) proof of the Applicant's ownership or lease of the Primary Property;

(d) a list that describes each proposed Fixed Element and Movable Element;

(e) construction details for any structural Element that will support or cover an occupant of the proposed Eligible ROW Patio;

(f) scaled plans and elevation drawings of the proposed Eligible ROW Patio, including the proposed locations of all proposed Fixed Elements and Movable Elements; and

(g) photographs of the proposed Authorized Area from all sides, including from the sidewalk nearest to the Primary Property and from across the street.

(h) if the Applicant is not the owner of the Applicant's Primary Property, a letter of support of the proposed Eligible ROW Patio signed by the owner of the Primary Property;

(i) letters of support of the proposed Eligible ROW Patio signed by the owner of each property immediately abutting the Applicant's Primary Property;

(j) a certificate of insurance evidencing minimum insurance coverage as follows:

(i) Commercial General Liability:

-Personal Injury	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage	$1,000,000.00 per occurrence
-Liquor Liability (if alcoholic beverages will be sold for on-premises consumption)	$1,000,000.00 per occurrence

The Commercial General Liability policy shall be on a per location aggregate and shall be on an occurrence basis;

(ii) Workers' Compensation: Statutory limits;

(iii) Employers' Liability: $500,000.00 per accident or occurrence; and

(iv) Policy Endorsements:

A. Name the City of Midland as an Additional Insured on all insurance policies except Workers' Compensation; and

B. Waive subrogation in favor of the City of Midland on all insurance policies;

(k) the following items, as applicable:

(i) if alcoholic beverages will be sold for on-premises consumption:

A. a copy of the applicable permit or license issued by the Texas Alcoholic Beverage Commission or successor agency for the Authorized Area of the Eligible ROW Patio; and

B. if required for the Applicant's Primary Property's location, a copy of an effective ordinance granting a specific use designation with term allowing the Applicant's Primary Property to be used for the sale and on-premises consumption of alcoholic beverages; provided, however, that a specific use designation with term allowing the Eligible ROW Patio to be used for the sale and on-premises consumption of alcoholic beverages shall not be required;

(ii) if the proposed Eligible ROW Patio will be 10 feet or less from a Transit Agency's transit stop as determined by the City, inclusive of all appurtenant fixtures and facilities such as signs and dedicated waiting areas, a letter of approval from the Transit Agency or documentation of the Applicant's good faith effort to notify the Transit Agency of the application and request a letter of approval;

(iii) if the proposed Eligible ROW Patio will be two feet or less from a utility provider's above-ground utility facilities as determined by the City, a letter of approval from the utility provider or documentation of the Applicant's good faith effort to notify the utility provider of the application and request a letter of approval;

(l) a fully executed and effective License Agreement; and

(m) the Initial Application Fee.

(4) City review of application.

(a) Following an Applicant's submission of an application, the Director shall conduct a preliminary review of the application for completeness. If the Director determines that the application is incomplete, the Director shall notify the Applicant in writing that the application is incomplete and indicate what is needed to complete the application. The Applicant may, within 60 days following the date of such notice, submit the necessary information to preliminarily complete the application. If the application is not preliminarily completed within such period, the application shall be deemed to be disapproved.

(b) If the Director preliminarily determines that the application is complete, the Director shall, in consultation with other City departments, conduct a thorough review of the application to ensure that the proposed Eligible ROW Patio conforms to the requirements of this Chapter and the Design Manual and that it will not pose an

unreasonable risk to the health or safety of the public. If the Director, in consultation with other City departments, determines that revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall provide the Applicant written notice of the necessary revisions that must be made to the application. If the Director provides such written notice, the Applicant may, within 90 days following the date of such notice, make the necessary revisions. If the necessary revisions to the application are not made within such period, the application shall be deemed to be disapproved.

(5) Installation Approval.

(a) The Director shall grant Installation Approval if:

(i) the Director, in consultation with other City departments, determines that the proposed Eligible ROW Patio conforms to the requirements of this Chapter and the Design Manual and that it will not pose an unreasonable risk to the health or safety of the public;

(ii) the Applicant pays the Removal Deposit; and

(iii) the Applicant and the City have fully executed a License Agreement, which is effective and on file with the Development Services Department.

(b) Installation Approval shall not constitute a Permit or other authorization to operate an Eligible ROW Patio.

(c) Installation Approval shall be valid for 60 days. If installation is not completed within 60 days, installation of the Eligible ROW Patio shall immediately cease, and the Applicant shall promptly remove any portion of the Eligible ROW Patio that has been installed. Notwithstanding the foregoing, if installation will not be completed within 60 days, the Applicant may submit a written request for an extension of time to the Director. Such request shall explain why the installation cannot reasonably be completed within 60 days. The Director may grant an extension of time if the Director determines that the installation cannot reasonably be completed within 60 days.

(6) Completion. Promptly upon the completion of installation of the Eligible ROW Patio, the Applicant shall notify the Director in writing of such completion.

(7) Inspection and issuance of Permit.

(a) Following receipt of an Applicant's notice of completion, the Director shall inspect the Eligible ROW Patio.

(b) If the Eligible ROW Patio does not conform to the applicable requirements of this Chapter or the Design Manual, the Director shall give the Applicant written notice of the violations that must be corrected and a reasonable amount of time for the Applicant to remedy the violations.

(c) If the Eligible ROW Patio conforms to the applicable requirements and the Applicant has paid the Occupancy Fee, the Director shall issue a Permit to the Applicant.

(B) *Renewal Applicants.*

(1) This Subsection shall apply to a Renewal Applicant who does not seek a Major Modification. A Renewal Applicant who seeks a Major Modification shall be deemed to be a Major Modification Applicant who shall be subject to the procedure set forth in Subsection (C).

(2) Renewal Applicants seeking Minor Modifications. In addition to the procedures of this Subsection, a Renewal Applicant who seeks a Minor Modification shall be subject to the review, preliminary Approval, completion, inspection, and final Approval procedure specified in Subsection (D)(3)-(5).

(3) Completion of application. The Director shall not grant renewal of a Permit if an Applicant has not submitted a complete application. A Permittee shall submit a complete application to the Director a minimum of 60 days prior to the expiration of the Permit; provided, however, that the Director may allow submission of a complete application less than 60 days prior to the expiration of the Permit if the Director determines that there was good cause for the late submission and the application is submitted prior to the expiration of the Permit. An application shall not be deemed to be complete until the following items have been submitted:

(a) an application form prescribed by the Director for Renewal Applicants;

(b) information pertaining to all Minor Modifications, if any;

(c) updates or corrections of information contained in a prior application that has changed or will be changing, including but not limited to updates that are necessary to comply with the then-current Design Manual; and

(d) the Occupancy Fee.

(4) City review of application.

(a) Following an Applicant's submission of an application, the Director shall conduct a review of the application. If the Director determines that revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall provide the Applicant written notice of the necessary revisions that must be made to the application. If the Director provides such written notice, the Applicant may, within 30 days following the date of such notice, make the necessary revisions. If the necessary revisions to the application are not made within such period, the application shall be deemed to be disapproved.

(b) Inspection and renewal of Permit.

(i) If the Director determines that no revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall conduct an inspection of the Eligible ROW Patio.

(ii) If the Eligible ROW Patio does not conform to the applicable requirements of this Chapter or the Design Manual, the Director

shall give the Applicant written notice of the violations that must be corrected and a reasonable amount of time for the Applicant to remedy the violations.

(iii) If the Eligible ROW Patio conforms to the applicable requirements, the Director shall grant renewal of the Permit.

(c) Notwithstanding any provision of this Chapter to the contrary, the Director may extend the term of an existing Permit if the Director determines that such extension is necessary to allow the Applicant and the City to comply with this Subsection and enable the continued operation of the Eligible ROW Patio during the pendency of the application process. In the event of such extension, the term of a Permit that is renewed in accordance with this Subsection shall expire one year after the date the previous Permit term would have expired had the term not been extended.

(C) *Major Modification Applicants.*

(1) This Subsection shall apply to a Major Modification Applicant.

(2) Procedure. An Applicant shall be subject to the same procedure set out in Subsection (A) that is applicable to an Initial Applicant except:

(a) that the Applicant shall submit an application form prescribed by the Director for Major Modification Applicants instead of a form prescribed for Initial Applicants;

(b) that the Applicant shall not be required to furnish any information that is already on file with the Development Services Department that has not changed and will not be changing;

(c) that the Applicant shall not be required to pay the Initial Application Fee;

(d) that the Applicant shall pay the Modification Application Fee;

(e) that the Applicant shall not be required to pay the Occupancy Fee unless the new Permit will be issued less than 90 days prior to the expiration of the term of the existing Permit; and

(f) that the term of the new Permit shall expire one year after the expiration of the term of the prior Permit.

(3) Notwithstanding any provision of this Chapter to the contrary, the Director may extend the term of an existing Permit if the Director determines that such extension is necessary to allow the Applicant and the City to comply with this Subsection and enable the continued operation of the existing Eligible ROW Patio during the pendency of the application process. In the event of such extension, the term of a new Permit that is issued in accordance with this Subsection shall expire one year after the date the previous Permit term would have expired had the term not been extended.

(D) *Minor Modification Applicants.*

(1) This Subsection shall apply to a Minor Modification Applicant who is not a Renewal Applicant.

(2) Completion of application. The Director shall not approve a Minor Modification if an Applicant has not submitted a complete application. An application shall not be deemed to be complete until the following items have been submitted:

(a) an application form prescribed by the Director for Minor Modification Applicants;

(b) information pertaining to all Minor Modifications; and

(c) updates or corrections of information contained in a prior application that has changed or will be changing, including but not limited to updates that are necessary to comply with the then-current Design Manual.

(3) City review of application.

(a) Following an Applicant's submission of an application, the Director shall conduct a review of the application. If the Director determines that revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall provide the Applicant written notice of the necessary revisions that must be made to the application. If the Director provides such written notice, the Applicant may, within 30 days following the date of such notice, make the necessary revisions. If the necessary revisions to the application are not made within such period, the application shall be deemed to be disapproved.

(b) Preliminary Approval. If the Director determines that no revisions to or additions to the application are needed to conform to this Chapter or the Design Manual, the Director shall grant preliminary Approval of the Minor Modification, which shall authorize the Applicant to incorporate the Minor Modification into the Eligible ROW Patio.

(4) Completion. Promptly upon the completion of incorporation of the Minor Modification of the Eligible ROW Patio, the Applicant shall notify the Director in writing of such completion.

(5) Inspection and final Approval of Minor Modification.

(a) Following receipt of an Applicant's notice of completion, the Director shall inspect the Eligible ROW Patio.

(b) If the Eligible ROW Patio does not conform to the applicable requirements of this Chapter or the Design Manual, the Director shall give the Applicant written notice of the violations that must be corrected and a reasonable amount of time for the Applicant to remedy the violations.

(c) If the Eligible ROW Patio conforms to the applicable requirements, the Director shall grant final Approval of the Minor Modification. Final Approval of a Minor Modification shall not affect the expiration date of the Permit.

(E) *Duty to correct.* An Applicant and Permittee shall have a continuing duty to ensure that all information contained in an application is accurate and to promptly correct any inaccurate information.

(F) *License Agreement required.* For the avoidance of doubt, no application shall be considered complete unless a fully executed and effective License Agreement is on file with the Development Services Department. Prior to rendering any decision in accordance with this Section, the Director shall ensure that a fully executed and effective License Agreement is on file with the Development Services Department.

(G) *City Council Approval.* Notwithstanding any provision of this Section to the contrary, if the Director determines that the requirements of this Chapter and the Design Manual have been satisfied but certain facts or circumstances cause the Director to believe that granting an Approval or Permit authorized by this Section would be contrary to the public interest, the Director may refer the matter to the City Council. If the City Council determines that the requirements of this Chapter and the Design Manual have been satisfied and that granting the Approval or Permit would not be contrary to the public interest, the City Council shall direct the Director to grant the Approval or Permit, subject to the License Agreement requirement of Subsection (F).

(H) *Specification of Authorized Area.* Any Approval or Permit that is granted in accordance with this Section shall specify the Authorized Area within which the Eligible ROW Patio shall be contained. The Authorized Area shall not extend beyond the Applicant's or Permittee's Primary Property's frontage unless approved in writing by the owner of the affected neighboring property and specifically authorized by the Director in the Approval or Permit.

(I) *Conditional Approvals and Permits.* Notwithstanding any provision of this Section to the contrary, the Director or the City Council may condition any Approval or Permit authorized by this Section on compliance with reasonable conditions, which shall be identified on the Approval or Permit document. An Applicant or Permittee shall comply with all conditions of such Approval or Permit.

9-8-6. Contractor requirements.

A contractor who engages in the construction, erection, alteration, repair, or removal of an Eligible ROW Patio or who performs any related work on or within the Right-of-Way on behalf of an Eligible Business shall, prior to commencing such work:

(A) obtain all applicable City approvals, authorizations, and permits for the work; and

(B) furnish to the City a certificate of insurance evidencing minimum insurance coverage as follows:

(1) Commercial General Liability:
-Personal Injury $1,000,000.00 per person
$1,000,000.00 per occurrence
-Property Damage $1,000,000.00 per occurrence
The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis;

(2) Automobile Liability: $1,000,000.00 combined single limit per accident for personal injury and property damage;

(3) Workers' Compensation: Statutory limits;

(4) Employers' Liability: $500,000.00 per accident or occurrence; and

(5) Policy Endorsements:

(a) Name the City of Midland as an Additional Insured on all insurance policies except Workers' Compensation; and

(b) Waive subrogation in favor of the City of Midland on all insurance policies.

9-8-7. Term of Permit; voluntary termination; suspension; revocation.

(A) *Term of Permit.* Except as otherwise expressly provided in this Chapter, a Permit that is issued or renewed in accordance with this Chapter shall be valid for one year.

(B) *Voluntary termination.* An Eligible Business may voluntarily terminate an Approval or Permit by providing written notice of such termination to the Director. The written notice shall contain the date of termination. When feasible, an Eligible Business shall give such notice at least 60 days prior to the date of termination.

(C) *Suspension.*

(1) If an Eligible Business fails to comply with the insurance requirements of Section 9-8-9(B), the associated Approval or Permit shall be automatically suspended. The Director is not required to give the Eligible Business notice of such automatic suspension. The Approval or Permit shall be reinstated upon the Eligible Business' compliance with Section 9-8-9(B).

(2) If the Director determines that an Eligible ROW Patio is being installed, maintained, used, or operated in violation of this Chapter or in a manner that poses an unreasonable risk to the health or safety of the public and that the violations can reasonably be remedied, the Director may suspend the associated Approval or Permit. The Director shall give the Eligible Business written notice of the suspension, a description of each violation, the actions that the Eligible Business must take to remedy each violation, and a reasonable amount of time for the Eligible Business to remedy the violations, which may subsequently be extended in the discretion of the Director. If the Director determines that the violations have been remedied within the allotted time, the Director shall reinstate the Approval or Permit.

(3) A suspension of a Permit and subsequent reinstatement shall not cause the term of the Permit to be extended for the length of time of the suspension.

(D) *Revocation.*

(1) If the Director determines that an Eligible ROW Patio is being installed, maintained, used, or operated in violation of this Chapter or in a manner that poses an unreasonable risk to the health or safety of the public, or if the Authorized Area is no longer located in an Eligible Area, the Director may revoke the associated Approval or Permit.

(2) If an Approval or Permit has been suspended in accordance with Subsection (C)(2) and the Director determines that the violations have not been remedied within the allotted time, the Director may revoke the Approval or Permit.

(E) *Effect of suspension or revocation.*

(1) An Eligible Business shall not install, use, or operate an Eligible ROW Patio if the associated Approval or Permit is suspended or revoked.

(2) An Eligible Business shall not be eligible to submit any application concerning the same Authorized Area for which an Approval or Permit is suspended until the Approval or Permit is reinstated. If the term of a Permit expires during a suspension, the Eligible Business shall be considered an Initial Applicant with respect to a new application involving the Authorized Area.

(3) An Eligible Business that has had an Approval or Permit revoked during the preceding 12 months shall not be eligible to submit any new application concerning the same Authorized Area for which such Approval or Permit had been granted.

9-8-8. No ownership of Right-of-Way; assignment prohibited.

(A) No Approval or Permit granted in accordance with this Chapter shall be deemed to grant an Eligible Business an ownership interest in any portion of a Right-of-Way.

(B) An Applicant or Permittee shall not assign, transfer, or convey any Approval or Permit granted in accordance with this Chapter, or any interest in any Approval or Permit granted in accordance with this Chapter, to another person, regardless of whether the person is an affiliate of such Applicant or Permittee or a successor to the Applicant or Permittee. Any purported assignment, transfer, or conveyance shall be void.

(C) An Approval or Permit granted in accordance with this Chapter shall not run with the Primary Property.

9-8-9. General requirements and prohibitions.

(A) An Eligible Business shall ensure that each of its contractors complies with the requirements of Section 9-8-6.

(B) At all times that an Eligible Business uses or occupies a Right-of-Way as authorized under this Chapter, the Eligible Business shall:

(1) ensure that a License Agreement is in effect and on file with the Development Services Department;

(2) ensure that valid certificates of insurance required in Section 9-8-5(A)(3) are on file with the Development Services Department; and

(3) maintain the insurance policies that must be evidenced by the certificates of insurance required in Section 9-8-5(A)(3).

(C) An Eligible Business that has received Installation Approval or a Permit shall maintain the Eligible ROW Patio and the Authorized Area of the Eligible ROW Patio in accordance with the requirements of this Chapter.

(D) An Eligible ROW Patio shall conform to the following general requirements:

(1) No portion of an Eligible ROW Patio, at any elevation, shall extend beyond the Eligible ROW Patio's Authorized Area.

(2) An Eligible ROW Patio shall not be located in or immediately abut an Accessible Space, a designated loading zone, or a fire lane or other emergency lane.

(3) An Eligible ROW Patio shall not obstruct or impede safe and efficient travel of pedestrians or operators of motor vehicles or bicycles.

(4) An Eligible ROW Patio shall not obstruct or impede access for the Midland Police Department, the Midland Fire Department, or other agencies or entities providing emergency services.

(5) An Eligible ROW Patio shall not obstruct or impede access to a Fire Department connection.

(6) An Eligible ROW Patio shall not obstruct or impede access to utilities for maintenance or emergency work.

(7) An Eligible ROW Patio shall not obstruct or impede stormwater drainage.

(8) Access Routes shall be maintained along the Right-of-Way, shall connect Accessible Elements and spaces in the Right-of-Way, and shall be located between the Eligible Business' nearest Property Line and the curb or flow line. Protruding Elements or objects shall not reduce the minimum clear width of an Access Route.

(9) An Eligible ROW Patio shall have convenient ingress to and egress from the Eligible ROW Patio, including all seats therein, access routes, and points of entry. The path of egress travel shall not be blocked by any Element other than designated means of egress components. Tables and chairs shall not obstruct the minimum width or required capacity of the egress path. Any projections into the path of egress shall not diminish the minimum width or required capacity of the means of egress system along the path of egress travel.

(10) An Eligible ROW Patio shall be compliant with all applicable City ordinances, including but not limited to the Building Code, and state and federal laws, regulations, and guidelines, including but not limited to the Americans with Disabilities Act, the Architectural Barriers Act, and the Public Rights-of-Way Accessibility Guidelines.

(11) An Eligible ROW Patio, including all Elements, shall be capable of being removed from the Right-of-Way within 24 hours.

(12) An Eligible ROW Patio shall not be enclosed by side walls, screens, fences or other vertical Elements greater than 42 inches in height as measured from the upper walking surface of the sidewalk.

(13) The Elements of an Eligible ROW Patio shall utilize materials that withstand the climate and major weather events, including but not limited to sun exposure, extreme heat, and high winds.

(14) A heating element within an Eligible ROW Patio shall not be placed under a canopy, umbrella, or other overhead Element.

(15) A fire extinguisher shall be present within an Eligible ROW Patio during all operating hours.

(E) The following Elements, objects, and activities shall be prohibited in an Eligible ROW Patio unless expressly authorized in writing by a separate Approval of the City:

(1) live entertainment;

(2) amplified sound;

(3) smoking or vaping;

(4) outdoor merchandise display;

(5) enclosed Elements, including but not limited to tents, enclosed buildings, and screened-in areas;

(6) lighting that emits or causes glare, flashes, strobes, or results in spillover onto adjacent properties or areas of the Right-of-Way;

(7) exposed electrical wires;

(8) generators;

(9) video surveillance;

(10) audio surveillance; and

(11) other Elements and activities determined by the Director to be inconsistent with the intent of this Chapter.

(F) An Eligible ROW Patio shall conform to all applicable provisions of the Design Manual that was in effect on the date when the complete application was submitted. Notwithstanding the foregoing, the Director may approve deviations from the requirements of the Design Manual to address unique site-specific constraints and challenges; provided, however, that the deviations must be consistent with the purpose of the Design Manual's provisions, must be consistent with the purpose and requirements of this Chapter, and must be limited to the fewest number of deviations necessary to address the unique site-specific constraints and challenges. Any such deviations from the Design Manual shall be specified in the Installation Approval or Permit, as applicable.

9-8-10. Operational requirements.

(A) *Operating hours*. The operation of an Eligible ROW Patio shall be limited to the operating hours of the associated principal use.

(B) *Upkeep and maintenance.* An Eligible Business shall maintain its Eligible ROW Patio and Authorized Area in clean and safe condition. If an Element is damaged, the Eligible Business shall repair it immediately.

(C) *Graffiti removal.* An Eligible Business shall promptly remove Graffiti from an Eligible ROW Patio and the Authorized Area upon the Eligible Business' discovery of such Graffiti. If the City gives an Eligible Business written notice of the existence of such Graffiti, the Eligible Business shall remove the Graffiti within five Business Days following the Eligible Business' receipt of such notice.

(D) *Continuous use.* A Permittee shall continually operate and use its permitted Eligible ROW Patio during its regular operating hours except during inclement weather. An Eligible ROW Patio shall not be utilized for storage of equipment, Elements, or furnishings for a period that exceeds 24 hours.

9-8-11. Removal.

(A) *Expiration or voluntary termination of Approval or Permit.* If an Eligible Business's Approval or Permit expires, or if an Eligible Business voluntarily terminates an Approval or Permit in accordance with this Chapter, the Eligible Business shall fully remove its Eligible ROW Patio, including all Elements thereof, from the Right-of-Way prior to the date of such expiration or termination. No Elements that were placed or installed in the Right-of-Way in conjunction with the Approval or Permit that is expiring or being terminated shall remain in the Right-of-Way upon such expiration or termination.

(B) *Removal upon revocation.* If an Approval or Permit is revoked, the Eligible Business, immediately upon receiving notice of the revocation, shall remove its Eligible ROW Patio, in full, from the Right-of-Way.

(C) *Removal upon suspension.* If an Approval or Permit is suspended, the Director may order the Eligible Business to immediately remove its Eligible ROW Patio, in full or in part, from the Right-of-Way. The Eligible Business shall comply with any such order.

(D) *Removal for special events.* The Director may order an Eligible Business to temporarily remove an Eligible ROW Patio if the Director determines that such temporary removal is necessary or appropriate to facilitate the Right-of-Way's use for a special event. The Eligible Business shall comply with any such order.

(E) *City removal.* The City may remove an Eligible ROW Patio:

(1) if the Eligible Business fails to remove it in accordance with Subsection (A), (B), (C), or (D); or

(2) if the Director determines that such removal is necessary or appropriate in response to any public health or safety emergency or to maintain the public health, safety, and welfare of the community; provided, however, that the Director may allow the Eligible Business an opportunity to move its own Eligible ROW Patio if circumstances Permit.

(F) *Notice of City removal.* If the City removes an Eligible ROW Patio in accordance with Subsection (E), the City shall promptly give written notice of such removal to the Eligible Business.

(G) *Repair of Right-of-Way.* An Eligible Business that removes, or that is required to remove, its Eligible ROW Patio in accordance with Subsection (A) or (B) shall promptly repair the Right-of-Way to the extent necessary to restore it to the condition in which it existed immediately prior to the Eligible Business' use of the Right-of-Way.

(H) *Refund of Removal Deposit.* If the Director finds that an Eligible Business has removed its Eligible ROW Patio in accordance with Subsection (A) or (B) and Subsection (G), the City shall refund the Removal Deposit associated with the Eligible ROW Patio. Otherwise, including in circumstances in which the City removed the Eligible ROW Patio due to the Eligible Business' failure to do so in accordance with Subsection (A) or (B) or in circumstances in which the Eligible Business did not comply with Subsection (G), the Removal Deposit shall become the property of the City.

9-8-12. Prohibited conduct, penalty.

(A) A person shall not install, cause to be installed, maintain, cause to be maintained, operate, cause to be operated, use, or cause to be used, a ROW Patio contrary to the provisions of this Chapter.

(B) A person who violates a provision of this Chapter shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of this Chapter. A person commits a separate and distinct offense each day during which a violation of this Chapter is committed or continued. Evidence of a culpable mental state is not required to prove a criminal offense under this Chapter. It is hereby declared that, for all offenses prosecuted under this Chapter, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(C) In addition to criminal enforcement of this Chapter, the City may pursue any available civil remedies and penalties.

9-8-13. Refund of Occupancy Fee.

(A) *Request.* An Eligible Business may submit a written request for a refund or prorated refund of an Occupancy Fee it has paid if, during the term of the Approval or Permit for which the Occupancy Fee was paid, the Eligible Business's Eligible ROW Patio was removed from the Authorized Area in accordance with Section 9-8-11(B), (C), (D), or (E). Such request shall specify the facts and circumstances of the removal and include the date of the removal and the date when the Eligible ROW Patio was reinstalled in the Authorized Area, if at all.

(B) *Director's decision.* If, following the receipt of a request described in Subsection (A), the Director determines that the Eligible Business's Eligible ROW Patio was removed from its Authorized Area in accordance with Section 9-8-11(B), (C), (D), or (E), the Director may grant the Eligible Business a refund or prorated refund of the Occupancy Fee based on the number of days the Eligible ROW Patio was not occupying the Authorized Area.

9-8-14. Appeals.

(A) A person contesting a disapproval or a condition of an Approval or Permit, or a suspension or revocation, or the application of any rule, standard, regulation, determination or requirement set forth in this Chapter, directly or by

delegation of authority, shall have the right to appeal by submitting to the City Manager a written request for a hearing setting forth fully the grounds for the appeal within 14 days of the action that the person wishes to contest.

(B) The submission of a written request for a hearing shall not stay a disapproval, a condition of an Approval or Permit, a suspension or revocation, or any other determination that is being appealed during the pendency of the appeal.

(C) If a person requests a hearing under this Section, a hearing shall be held before the City Manager within 21 days of the date that the request is received, at a time to be determined by the City Manager, and notice of the hearing shall be given to the appellant.

(D) The City Manager shall issue a written decision within 48 hours following the hearing. The decision of the City Manager shall be final and conclusive.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. This ordinance shall become effective on February 1, 2026. The City Council will review this ordinance approximately one year following the effective

date of this ordinance. Based upon such review, the City Council may direct staff to prepare an amendment to the ordinance for the City Council to consider.

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member_____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Gabriel McClelland, Director of Engineering Services

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND
RIGHT-OF-WAY PATIO PROGRAM

DESIGN MANUAL

September 16, 2025

City of Midland

This page is intentionally left blank.

TABLE OF CONTENTS

SECTION 1: INTRODUCTION 2
SECTION 2: SIDEWALK CAFÉ DESIGN STANDARDS 8
SECTION 3: PARKLET DESIGN STANDARDS 16
SECTION 4: OPERATING A ROW PATIO 26
SECTION 5: DEFINITIONS 28

SECTION 1: INTRODUCTION

Outdoor patios present an opportunity to enhance the public realm within Midland by activating streets and introducing new social spaces. The Midland Right-Of-Way (ROW) Patio Program creates opportunities for businesses and other entities to establish outdoor patio spaces in the Right-of-Way. The Program's mission is to – Support Downtown business and increase Downtown vibrancy by facilitating the installation and operation of safe, active, and well-designed reversible outdoor dining and gathering areas in the City's Right-of-Way.

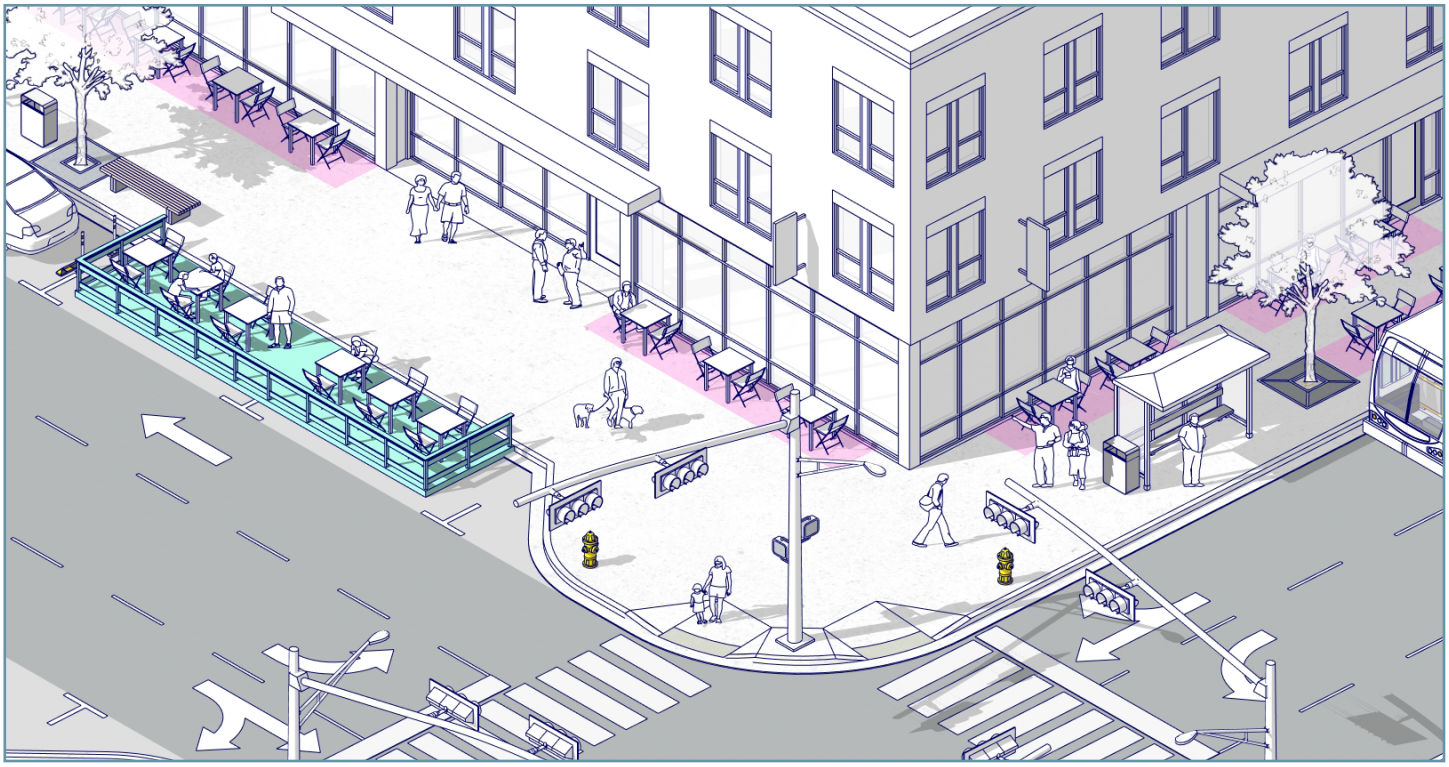
ROW PATIO TYPES

This Design Manual provides design standards and guidelines to be used by applicants and City in the design and review of a ROW Patio per Chapter 9-8 of Midland CIty Code (MCC).

The Midland ROW Patio Program includes two ROW Patio Typologies – **Sidewalk Cafés** and **Parklets**.

- **Sidewalk Cafés** are located above the curb between the curb/flow line and the nearest property line.
- **Parklets** are located below the curb, in on-street parking lanes (parallel or angled).

Figure 1: Patio Types



Sidewalk Cafés **Parklets**

Sidewalk Café

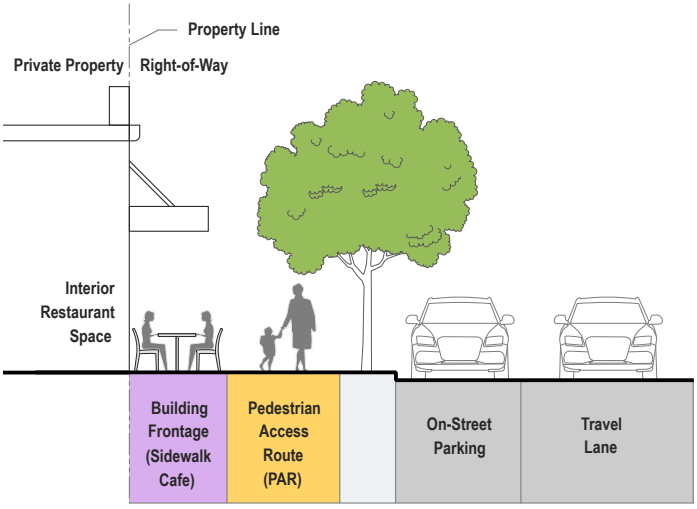
Parklet

SIDEWALK CAFÉ OPTIONS

The appropriate location for a Sidewalk Café within the Right-of-Way should be clearly defined. A Sidewalk Café may be in the ROW, above the curb in one or both of the following locations:

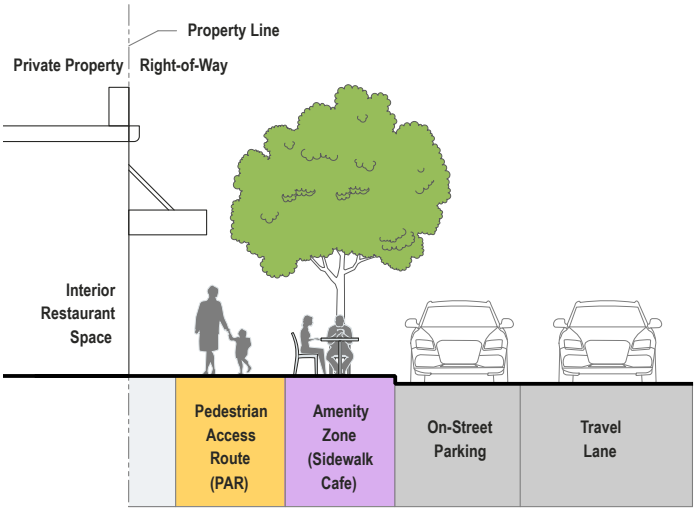
- **Frontage Zone** – the area between the curb/flow line and the nearest property line that abuts the property lot line.
- **Amenity Zone** – the area between the curb/flow line and the nearest property line that abuts the curb/flow line.

Figure 2: Frontage Zone Sidewalk Café



Frontage Zone Sidewalk Café

Figure 3: Amenity Zone Sidewalk Café



Amenity Zone Sidewalk Café

A Sidewalk Cafe may be delineated with railings/planters, partially delineated or fully open, provided that the patio is consistent with all requirements of the ROW Patio Program

PARKLET OPTIONS

A Parklet may utilize three configurations provided that the design is compliant with the provisions of this Design Manual and Chapter 9-8 of the Midland Code of Ordinances (Right-of-Way Patio Program):

- **Street Level** – a Parklet that is located directly on the surface of the street within on-street parking.
- **Sidewalk Level** – a Parklet where a structure is utilized to establish an upper walking surface that is flush with the Sidewalk Level.
- **Elevated** – a Parklet where a structure is utilized to establish an upper walking surface above the sidewalk level and may include access elements or other features that occupy the Amenity Zone. This configuration will be reviewed on a case-by-case basis and is limited to conditions where the crown of the street precludes other options.

Street Level Parklet

Sidewalk Level Parklet

Elevated Parklet

Figure 4: Street Level Parklet

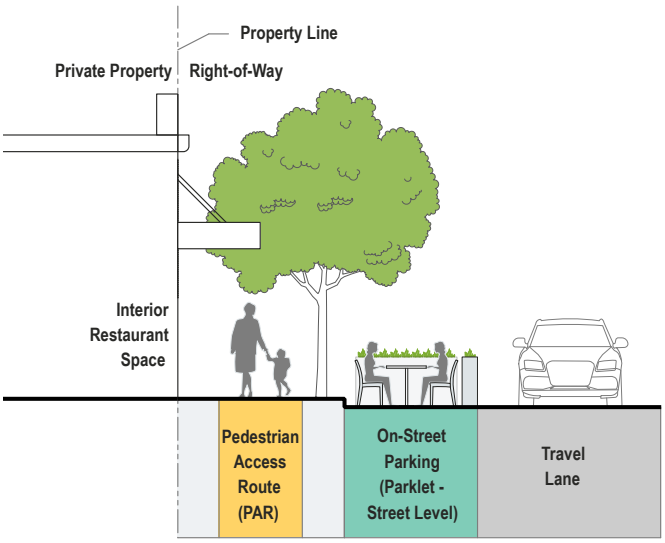


Figure 5: Sidewalk Level Parklet

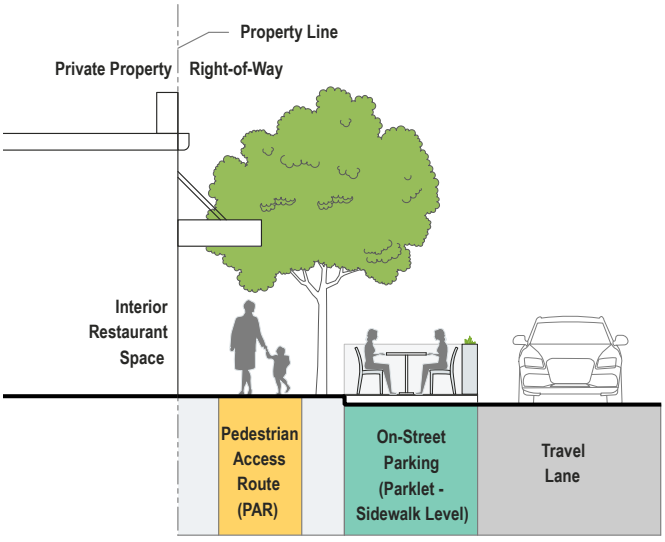
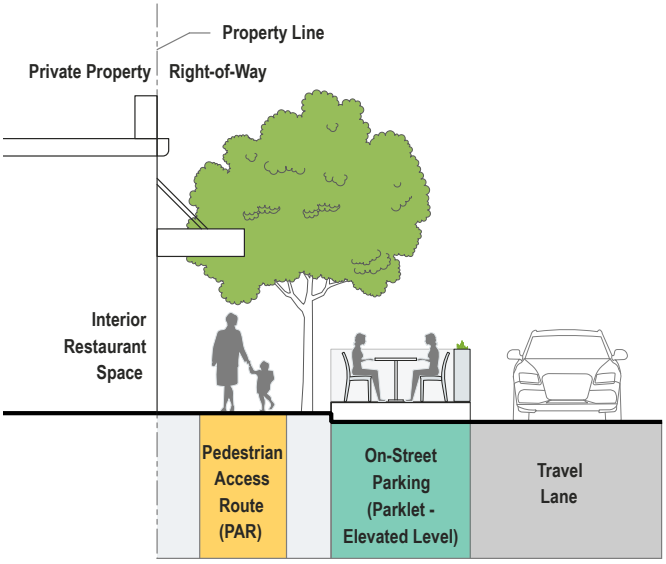


Figure 6: Elevated Parklet



SECTION 2: SIDEWALK CAFÉ DESIGN STANDARDS

The Sidewalk Café Design Standards establish the design requirements for individual patios. These requirements address the accessibility, safety, and impacts of Sidewalk Cafés. A Sidewalk Café must meet the requirements in this section and unless the City grants an exception. In all cases, a patio shall meet the intent of those standards.

SIDEWALK CAFÉ DESIGN STANDARDS

PEDESTRIAN ACCESS ROUTE (PAR)

Intent: Maintain sidewalk access and navigability for all users.

Standards:

S.1: A Pedestrian Access Route (PAR) a minimum of 5 feet wide shall be maintained along the public sidewalk. See Figure 8.

S.2: A Sidewalk Café shall maintain a generally straight and direct route along the block face and shall not result in an overly circuitous path of pedestrian travel.

SIDEWALK CAFÉ LENGTH AND AMENITY ZONE ACCESS

Intent: Allow intermittent access from the street through the Amenity Zone to the PAR.

Standards:

S.3: An Amenity Zone Sidewalk Café shall not exceed 40 feet in length as measured parallel to the curb/flow line. See Figure 7.

S.4: Where space is required to provide access from the street to the PAR due to reaching the maximum length, such space shall be a minimum of 4 feet as measured parallel to curb/flow line. See Figure 7.

Figure 7: Sidewalk Café Length and Amenity Zone Access

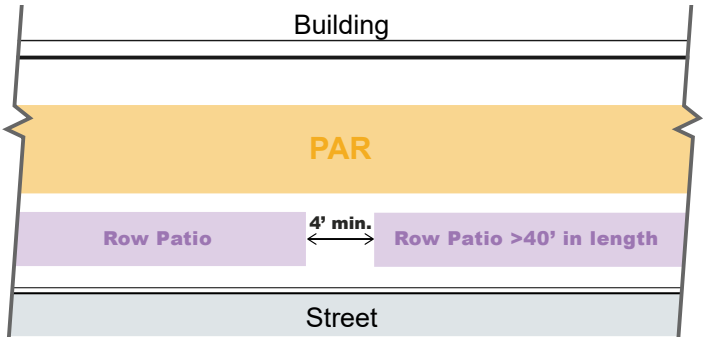
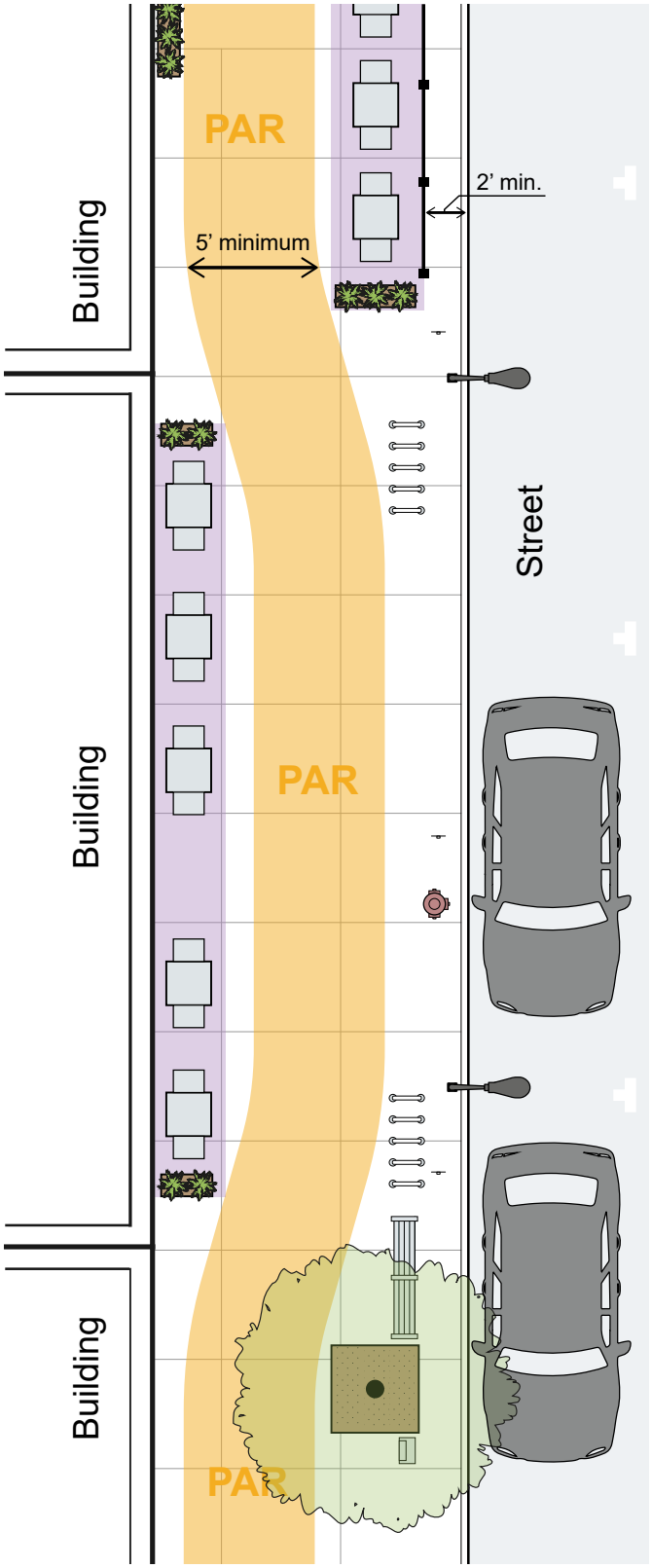


Figure 8: Pedestrian Access Route (PAR)



INTERSECTION VISIBILITY

Intent: Maintain safe intersection visibility and sight lines for pedestrians, bicyclists, and motor vehicle drivers.

Standards:

S.5: An Amenity Zone Sidewalk Café shall not be placed within 20 feet of an intersection, as measured from the nearest curb/flow line of the street perpendicular to the ROW Patio.

CURBSIDE CLEARANCE

Intent: Minimize conflicts with curbside activities (parked cars, opening doors, etc.).

Standards:

S.6: A Sidewalk Café shall be set back a minimum of 2 feet from the face of curb.

CLEARANCES

Intent: Maintain comfortable use of, access to, and maintenance of elements within the Right-of-Way.

Standards:

S.7: **Clearance from Public Transportation**. A Sidewalk Café shall not be placed in the rider waiting area or boarding area associated with a transit stop.

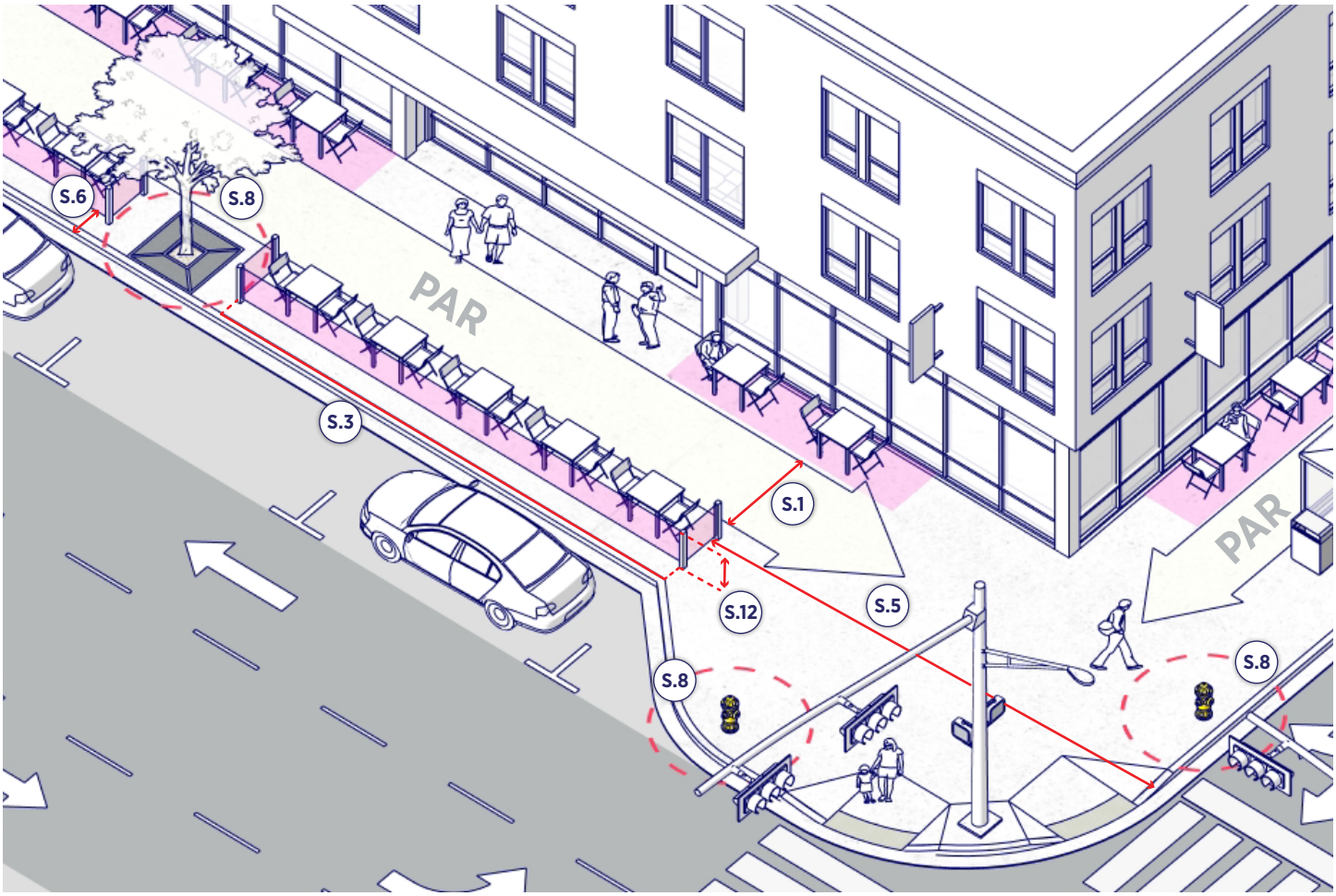
S.8: **Clearance from Fixed ROW Elements**. A Sidewalk Café shall be set back a minimum horizontal distance from a fixed element within the Right-of-Way according to the following:

- Fire hydrants and Fire Department Connections (FDC): 5’
- Bike racks: 5’
- Bench or seatwall: 5’
- Fixed trash receptacle: 2’
- Street tree (trunk at base of tree): 5’
- Parking meter or pay station: 2’
- Alley or private driveway: 10’
- Drinking water mainline valves: 5’
- Light poles: 4’
- Transformer vaults: 10’
- Vault, manhole, or other handhole access that extends vertically from the sidewalk: 3’
- Vault, manhole, or other handhole access this is flush with the sidewall: 1’
- Where there are Movable Elements (movable chairs, etc.) in A ROW Patio, the minimum setback requirement from a fixed ROW element may be decreased on a case-by-case basis as determined by City staff.

Example of Curbside Clearance

Example of Clearances from Fixed ROW Elements

Figure 9: Sidewalk Café Safety and Access



ACCESSIBLE PATHWAYS

Intent: Maintain a clear pedestrian path of travel to and from the elements of a Sidewalk Café to the adjacent street and interior space associated with the principal use (interior restaurant space, etc.)

Standards:

S.9: A required accessible route within a Sidewalk Café shall be a minimum of 3 feet in width at entry points and service/access aisles. PAR may be used for service/access aisle when there is no Delineating Element separating the ROW Patio from the PAR.

S.10: It shall be the responsibility of the ROW Patio permit holder to ensure that the Sidewalk Café conforms to all local, state, and federal accessibility requirements and shall be solely liable at all times for any such violations.

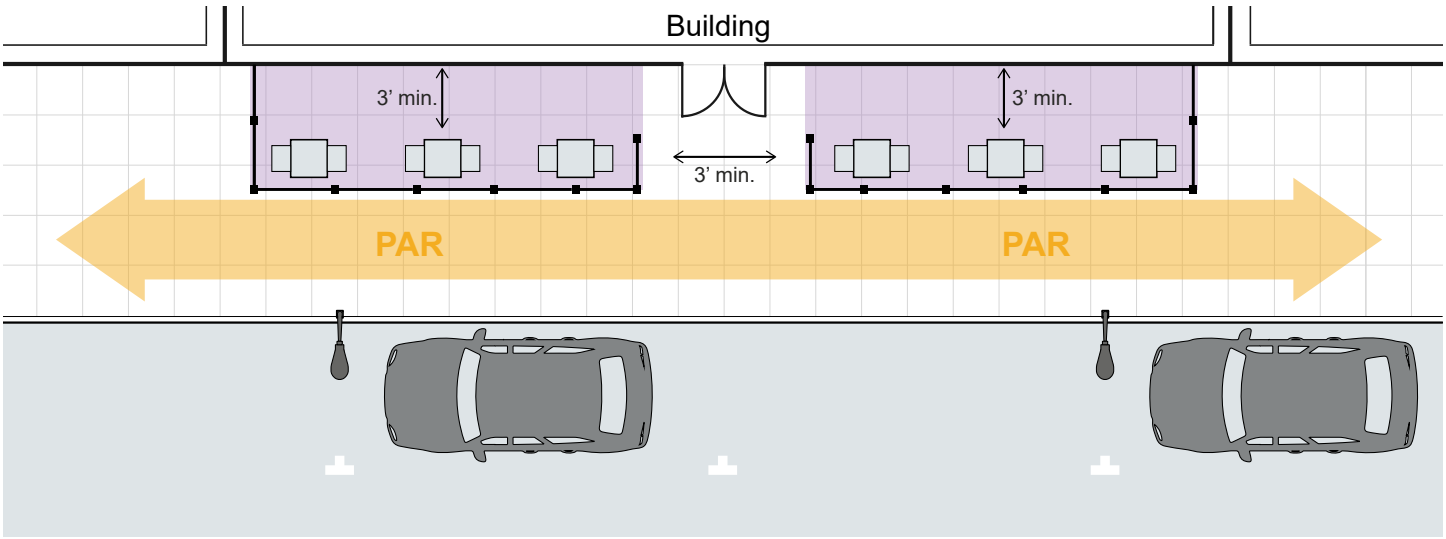
ADA ACCESSIBILITY

Intent: Provide for maneuverability and accessibility of persons with disabilities.

Standards:

S.11: The City of Midland does not review a ROW Patio application for compliance with Title III of the Americans with Disabilities Act, which applies to public accommodations and commercial facilities. ROW Patio permit holders are solely responsible for complying with Title III of the ADA, and all other federal and state accessible design standards.

Figure 10: Sidewalk Café Accessible Pathways



Examples of maintaining accessible pathways within Sidewalk Café located in both the Amenity and Frontage Zones.

DELINEATING ELEMENTS

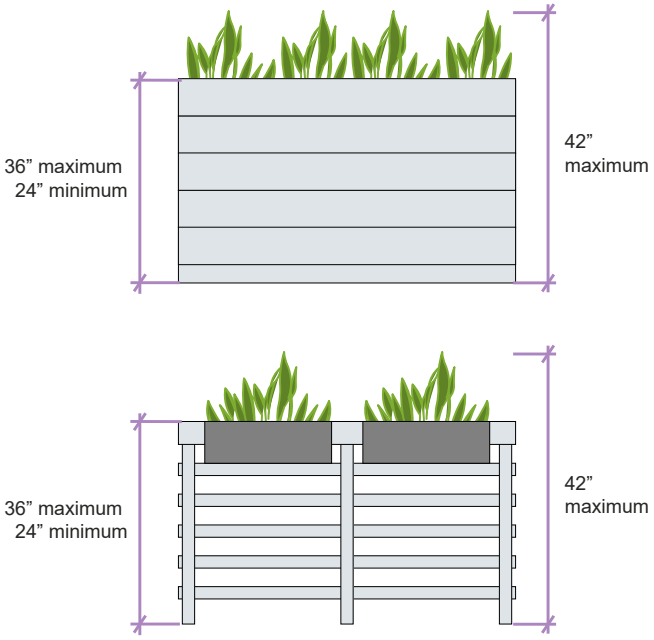
Intent: Maintain sight lines to and from the Sidewalk Café, and are secure and easily detected by a person with a visual impairment.

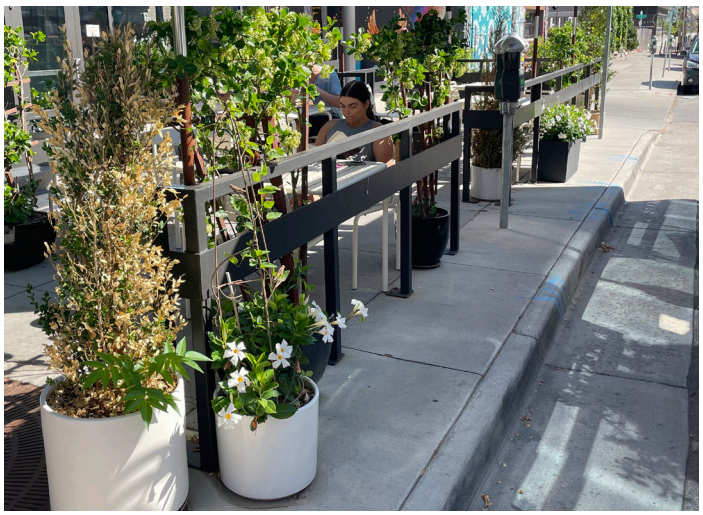
Standards:

S.12: A Delineating Element shall comply with the following criteria:

- Be a minimum height of 24” and a maximum of 36”, measured from the sidewalk.
- Plantings may extend an additional 6″ to a maximum of 42″
- Be sturdy and heavy enough that it will not be blown over by strong winds.

Figure 11: Sidewalk Café Delineating Element Requirements





Example of Delineating Elements

SHADE STRUCTURES

Intent: Allow limited Shade Structures that maintain the visual and physical accessibility of the Right-of-Way and are visually subordinate to the streetscape environment in which they are placed.

Standards:

S.13: Shade Structures of overhead elements are generally prohibited but may be approved by staff on a case-by-case basis provided the design is consistent with the following criteria:

- Minimizes the number and width of vertical support elements.
- Maintains adequate and safe emergency access.
- Maintains unobstructed intersection visibility for drivers, pedestrians and cyclists.
- Maintains visibility to the PAR, and from the neighboring storefronts, and signage.
- Does not have enclosed walls 42" in height as measured from the upper surface of the street.
- Is visually subordinate to the streetscape (does not visually overwhelm the block).

Example of Shade Structure over seating

SIGNAGE AND BRANDING

Intent: Reduce visual clutter and avoid zoning conflicts.

Standards:

S.14: Advertising, private logos, and promotional materials are prohibited, including on Delineating Elements, umbrellas, and furniture. Branding not specific to the business on umbrella canopies may be allowed on case-by-case basis.

Example of Integrated Landscaping

INTEGRATED LANDSCAPING

Intent: Where a patio includes Fixed Elements like railings or a shade structure, integrate landscaping to soften the space, serve as a buffer to the edges of the patio, and create visual interest.

Standards:

S.15: Integrate landscaping into Sidewalk Café's through the following options:

- Planters attached to or integrated into a Delineating Element.
- Freestanding plants within the interior ROW Patio Permit Area.

S.16: Utilize native and drought-tolerant plants to reduce maintenance.

S.17: Artificial plants may be considered on a case-by-case basis.

Example of non-business related branding on umbrellas

INTEGRATED LIGHTING

Intent: Provide for additional safety and contribute to visual interest.

Standards:

S.18: Lighting within a Sidewalk Café shall comply with the following:

- Shall not flash, strobe, or be at high intensities.
- Shall be directed towards the Sidewalk Café and not spill into the surrounding public ROW.

S.19: Consider low level lighting to enhance user safety and add visual interest. Examples include:

- String lighting.
- Small solar powered lights attached to a Delineating Element.
- LED strip lighting provided it is placed under a ROW Patio element (railing, etc.) and is not directly visible from the Right-of-Way or neighboring properties.
- Wall sconces attached to the building (for Building Frontage Sidewalk Café).
- Consider locating lighting to illuminate steps, entryways, pedestrian routes, and dining areas.

DURABLE MATERIALS

Intent: Withstand climatic and user impact on materials.

Standards:

S.20: Utilize materials that are durable to external elements and use and maintain their integrity over a long period of time without frequent replacement and/or repairs. Examples of durable materials include:

- Coated metals
- Treated/finished wood
- Concrete
- Durable plastics, resins or other synthetic materials
- Composite materials (blends of wood fibers and plastic)
- Tempered glass
- Other materials may be considered on a case-by-case basis.

Example of Integrated Lighting

S.21: Avoid materials that are flimsy, express a temporary character, and are ineffective at resisting damage due to use or climate conditions. Examples include:

- Untreated wood
- Low grade plastics
- Fabric, mesh or other flimsy materials (except for umbrella canopies)
- Uncoated metals
- Vinyl
- PVC
- Particle board
- Chain link

ELECTRICAL INFRASTRUCTURE

Intent: Maintain safe and clear access along the PAR.

Standards:

S.22: Electrical cords, conduits, or strings of lights shall not cross the surface or the space directly above the PAR

URBAN DESIGN AND PLACEMAKING

Intent: Contribute to an enhanced public realm by creating visual interest and avoiding large expanses of unarticulated surfaces.

Standards:

S.23: When using a transparent Delineating Element incorporate plantings and/or decorative metal work.

S.24: When using an opaque Delineating Element, use decorative paneling, murals, or variation in materials, to avoid long spans of visually flat singular materials.

SECTION 3: PARKLET DESIGN STANDARDS

The Parklet Design Standards establish the design requirements for individual patios. These requirements address the accessibility, safety, and potential impacts of Parklets. A Parklet must meet the requirements in this section and unless the City grants an exception. In all cases, a patio shall meet the intent of those standards.

PARKLET DESIGN STANDARDS

PARKLET DIMENSIONS AND SETBACKS

Intent: Balance other curbside space demands, provide adequate pedestrian access from the street to the PAR (see Figure 8) and sidewalk, and protect patio users from adjacent vehicular activity.

Standards:

P.1: A Parklet within parallel parking spaces shall occupy a maximum length of 2 parking spaces or 40 linear feet measured parallel to the curb, inclusive of the required setback from an adjacent on-street parking space. See Figure 12.

P.2: A Parklet within an angled or head-in parking space shall occupy a maximum length of 4 parking spaces or 40 linear feet as measured parallel to the curb inclusive of the required setback from an adjacent on-street parking space. See Figure 12.

P.3: A Parklet shall not extend beyond the width of the parking space(s) in which it is placed. In some cases, a setback from the travel lane may be required to address roadway safety (for example, along a truck or bus route).

P.4: A Parklet shall be set back a minimum of 3 feet from the edge of an abutting parking space, measured parallel to the curb/flow line. See Figure 12.

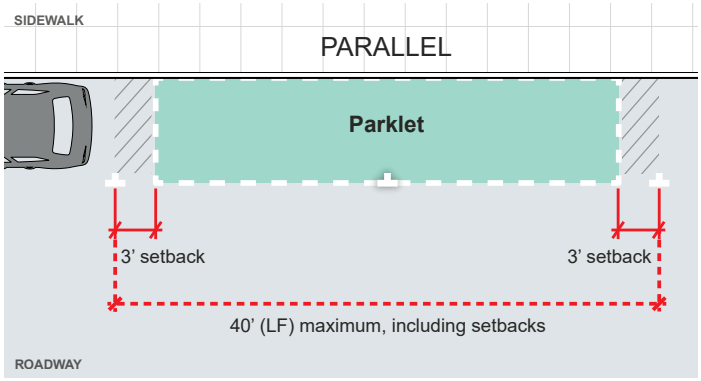
P.5: A rubber curb stop shall be placed in the required setback, 3' from the edge of the Parklet and located at least 1' from the gutter pan. See Figure 12.

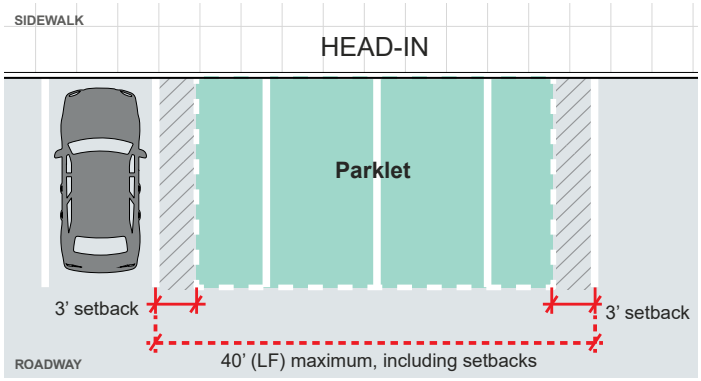
P.6: Two epoxied soft hit posts a minimum of 36" in height with reflective tape shall be placed within the required setback and located at least 1' from the gutter pan. See Figure 12.

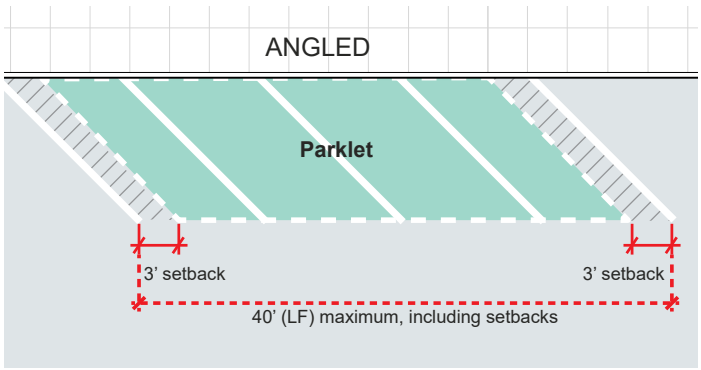
P.7: A required setback shall be kept clear of obstructions, excluding the required rubber curb stop and soft hit posts.

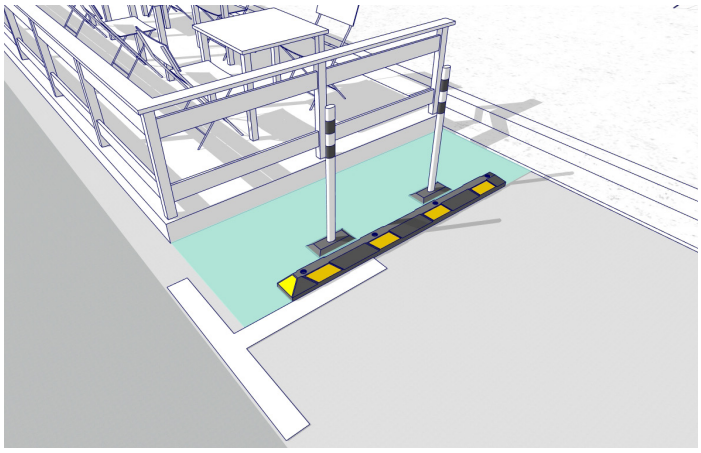
P.8: A Parklet in parallel parking spaces that abuts another Parklet shall each provide a 3-foot setback, creating a 6-foot buffer between the abutting Parklets.

Figure 12: Parklet Dimensions and Setbacks Details









INTERSECTION VISIBILITY

Intent: Maintain safe intersection visibility and sight lines for pedestrians, bicyclists, and motor vehicle drivers.

Standards:

P.9: A Parklet shall not be placed within 20 feet of an intersection, as measured from the nearest curb/flow line of the street perpendicular to the ROW Patio.

CLEARANCE

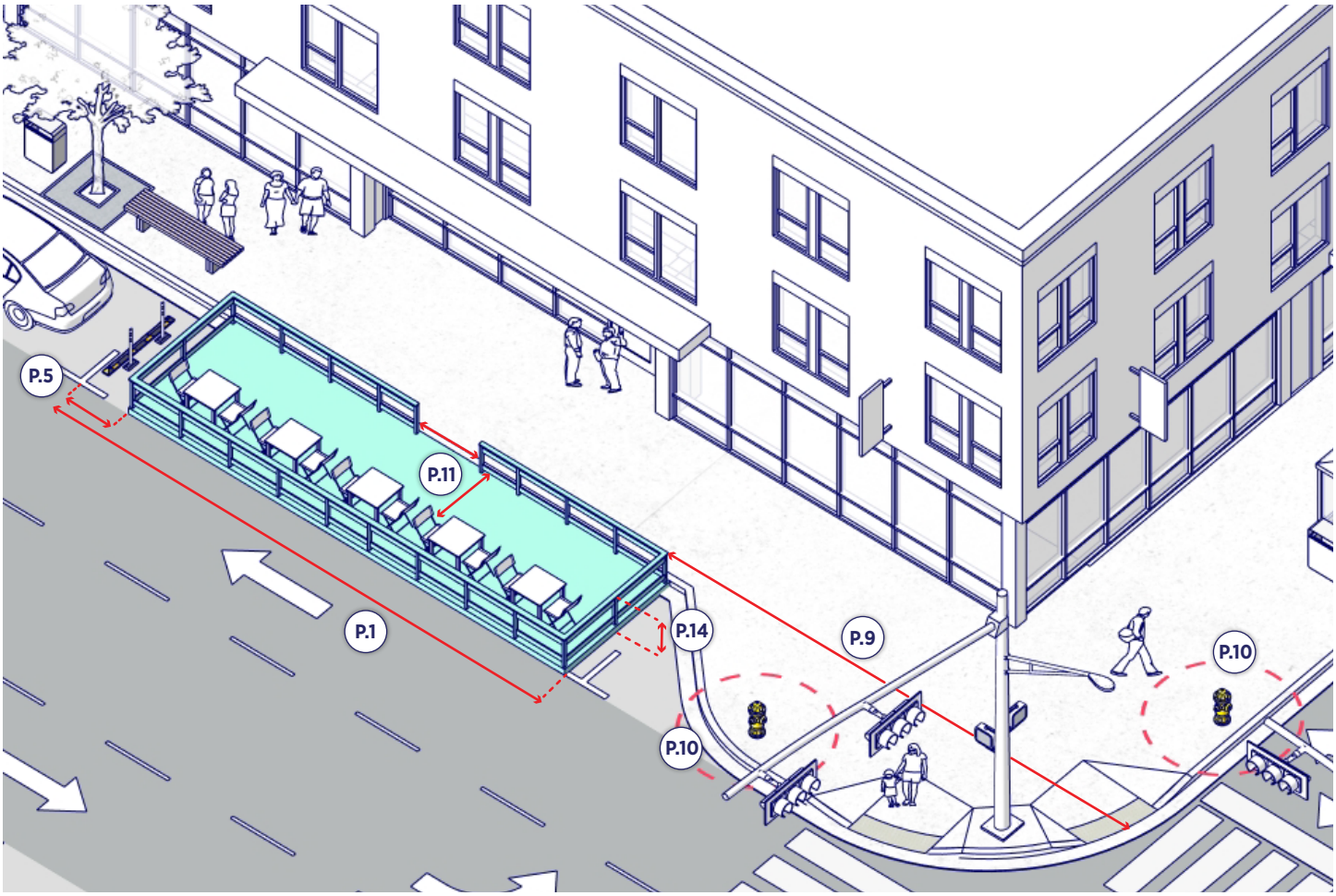
Intent: Maintain access to and comfortable use and maintenance of elements within the Right-of-Way.

Standards:

P.10: A Parklet shall be set back a minimum horizontal distance from a fixed element within the Right-of-Way according to the following:

- Fire hydrants and Fire Department Connections (FDC): 5’
- Bike racks: 2’
- Bench or seatwall: 2’
- Fixed trash receptacle: 2’
- Street tree (trunk at base of tree): 5’
- Parking meter or pay station: 5’; except where the Parklet is placed in the parking space associated with the parking meter
- Alley or private driveway: 5’
- Drinking water mainline valves: 5’
- Light poles: 4’
- Transformer vaults: 10’
- Vault, manhole, or other handhole access that extends vertically from the sidewalk: 3’
- Vault, manhole, or other handhole access this is flush with the sidewalk: 1’
- Drainage inlets: 4’
- Where there are Movable Elements (movable chairs, etc.) in A ROW Patio, the minimum setback requirement from a fixed ROW element may be decreased on a case-by-case basis as determined by City staff.

Figure 13: Parklet Safety and Access



ACCESSIBLE PATHWAYS

Intent: Maintain a clear pedestrian path of travel to and from the elements of the Parklet to the PAR.

Standards:

P.11: A required accessible route within a Parklet shall be a minimum of 3 feet in width at entry points and service/access aisles.

P.12: It shall be the responsibility of the ROW Patio permit holder to ensure that the Parklet conforms to all local, state, and federal accessibility requirements and shall be solely liable at all times for any such violations.

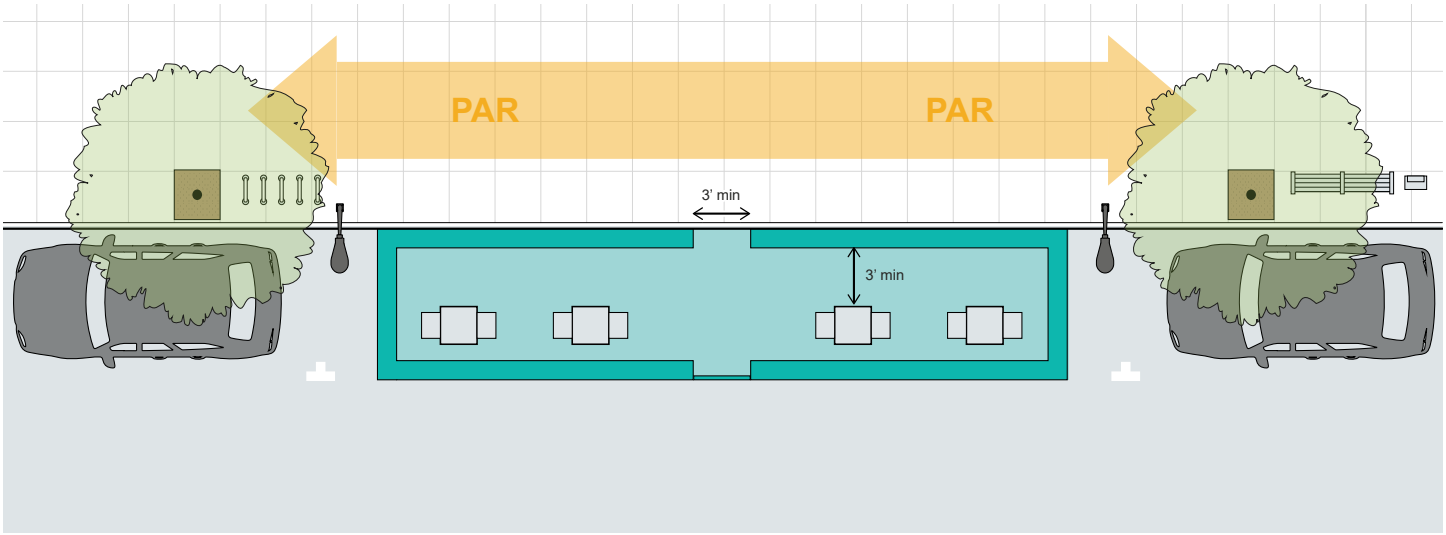
ADA ACCESSIBILITY

Intent: Ensure maneuverability and accessibility for persons with disabilities.

Standards:

P.13: The City of Midland does not review a ROW Patio application for compliance with Title III of the Americans with Disabilities Act, which applies to public accommodations and commercial facilities. ROW Patio permit holders are solely responsible for complying with Title III of the ADA, and all other federal and state accessible design standards.

Figure 14: Parklet Café Accessible Pathways



Example of a Sidewalk Level Parklet

DELINEATING ELEMENTS

Intent: A Delineating Element should provide Parklets and their users protection from moving vehicles in adjacent travel lanes.

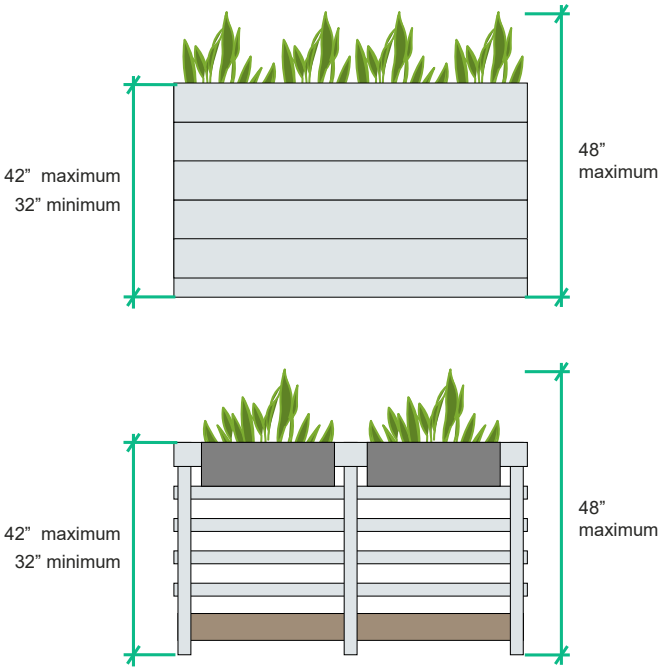
Standards:

P.14: A Delineating Element shall comply with the following criteria:

- Be a minimum height of 32” and a maximum of 42” as measured from the Right-of-Way surface.
- Plantings may extend an additional 6″ to a maximum of 48″.
- Be fixed to a Parklet Platform or sturdy and heavy enough that it will not be blown over by strong winds or easily moved by Parklet users.

Example of Delineating Elements

Figure 15: Parklet Delineating Element Requirements



Example of Delineating Elements

PARKLET PLATFORM LOAD CAPACITY

Intent: A Sidewalk Level Parklet should be capable of supporting its own weight and the load capacity for the intended uses and activities.

Standards:

P.15: The upper walking surface of a Sidewalk Level Parklet shall have a minimum design load of 100 pounds per square foot.

SIDEWALK TO PARKLET PLATFORM CONNECTION

Intent: Allow safe and seamless access to the Parklet from the sidewalk.

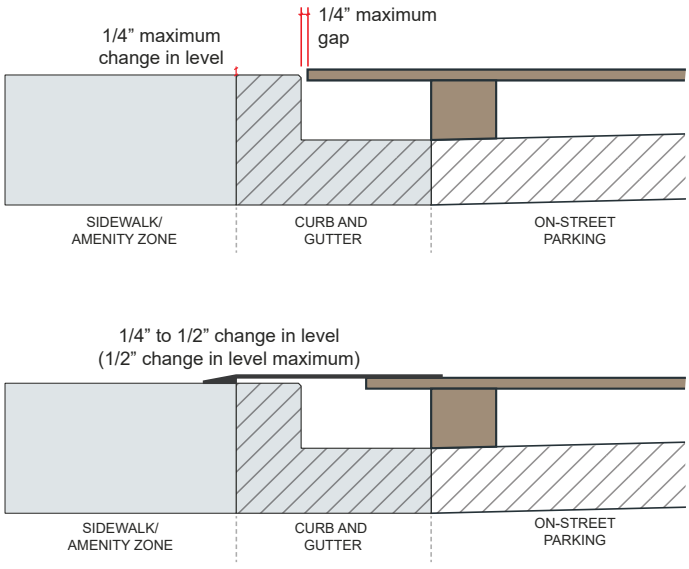
Standards:

P.16: The connection between the sidewalk surface and the upper walking surface of a Sidewalk Level Parklet shall be according to one of the following methods:

- Threshold. The threshold shall be no taller than ½ inch. Vertical separation shall be between ¼ inch and ½ inch high shall be beveled with a slope not steeper than 1:2.
- Minimal Gap. The gap between the platform of a Sidewalk Level Parklet and the abutting sidewalk shall not exceed ¼ inch horizontally or vertically.

P.17: ROW Patio permit holders are solely responsible for complying with Title III of the ADA, and all other federal and state accessible design standards.

Figure 16: Parklet Threshold and Gap Requirements



Example of a Minimal Gap

Example of a Parklet Threshold

DRAINAGE

Intent: Maintain safe and adequate stormwater conveyance.

Standards:

P.18: The gutter pan shall remain clear and open to allow drainage, but may be covered with a threshold and/or a portion of a platform to allow access from the sidewalk.

P.19: Areas beneath a Sidewalk Level Parklet, including the gutter pan, shall remain clear of debris and retain proper drainage at all times.

P.20: Structural supports of a Sidewalk Level Parklet shall be oriented parallel to the curb/flow line to minimize drainage impacts.

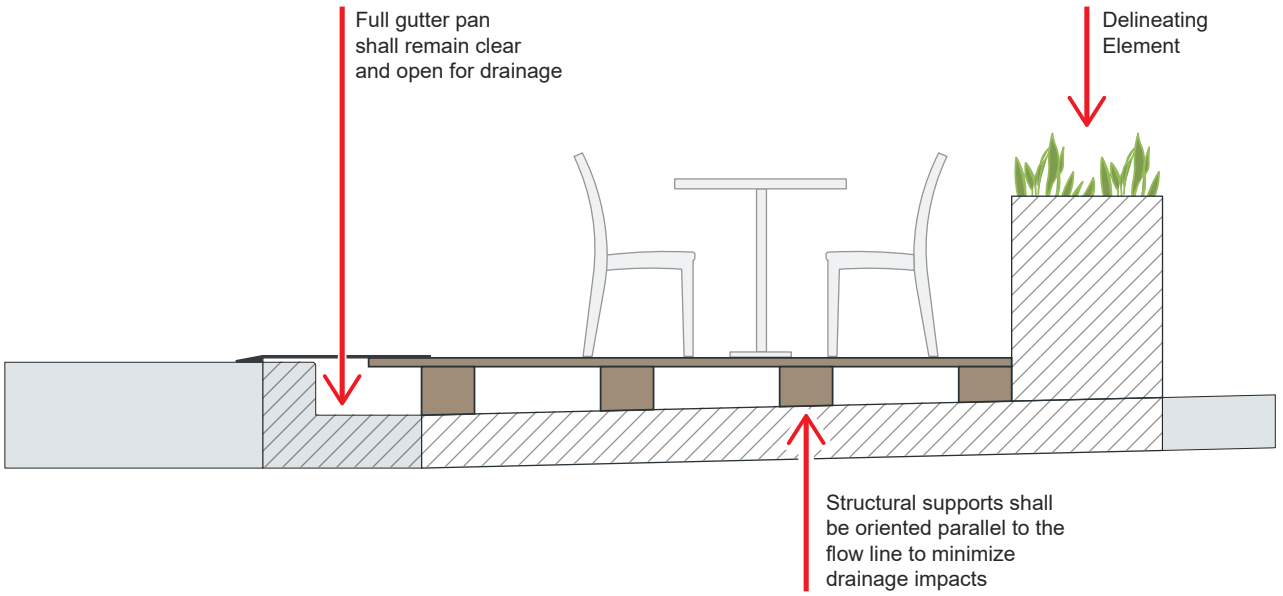
ELECTRICAL INFRASTRUCTURE

Intent: Maintain safe and clear access along the PAR.

Standards:

P.21: Electrical cords, conduits, or strings of lights shall not cross the surface or space directly above the PAR.

Figure 17: Parklet Drainage Requirements



SHADE STRUCTURES

Intent: Allow limited Shade Structures that maintain the visual and physical accessibility of the Right-of-Way and are visually subordinate to the streetscape in which they are placed.

Standards:

P.22: Shade Structures of overhead elements are generally prohibited but may be approved by staff on a case-by-case basis provided the design is consistent with the following criteria:

- Minimizes the number and width of vertical support elements.
- Maintains adequate and safe emergency access.
- Maintains unobstructed intersection visibility for drivers, pedestrians, and cyclists.
- Maintains visibility to the PAR, neighboring storefronts, and signage from the street.
- Does not have enclosed walls 42" in height as measured from the upper surface of the street.
- Is visually subordinate to the streetscape (does not visually overwhelm the block).

Example of Shade Structure over seating

Example of Integrated Landscaping and Shade Structures

SIGNAGE AND BRANDING

Intent: Reduce visual clutter and avoid zoning conflicts.

Standards:

P.23: Advertising, private logos, and promotional materials are prohibited, including on Delineating Elements, umbrellas, and furniture. Branding not specific to the business on umbrella canopies may be allowed on a case-by-case basis.

INTEGRATED LANDSCAPING

Intent: Where a patio includes Fixed Elements like railings or a Shade Structure integrate landscaping to soften the space, serve as a buffer to the edges of the patio, and create visual interest.

Standards:

P.24: Integrate landscaping into Parklet through the following options:

- Planters attached to or integrated into a Delineating Element.
- Freestanding plants within the interior ROW Patio Permit Area.

P.25: Utilize native and drought-tolerant plants to reduce maintenance.

P.26: Artificial plants may be considered on a case-by-case basis.

INTEGRATED LIGHTING

Intent: Provide for additional safety and contribute to visual interest.

Standards:

P.27: Lighting within a Parklet shall comply with the following:

- Lighting shall not flash, strobe, or be at high intensities.
- Lighting shall be directed towards the Parklet and not spill into the surrounding public ROW.

P.28: Consider using low level lighting to enhance user safety and add visual interest. Examples include:

- String lighting.
- Small solar powered lights attached to a Delineating Element.
- LED strip lighting provided it is placed under a ROW Patio element (railing, etc) and is not directly visible from the Right-of-Way or neighboring properties.

P.29: Consider locating lighting to illuminate steps, entryways, pedestrian routes, and dining areas.

DURABLE MATERIALS

Intent: Withstand climatic and user impact on materials.

Standards:

P.30: Utilize materials that are durable to external elements and use and maintain their integrity over a long period of time without frequent replacement and/or repairs. Examples of durable materials include:

- Coated metals
- Treated/finished wood
- Concrete
- Durable plastics, resins or other synthetic materials
- Composite materials (blends of wood fibers and plastic)
- Tempered glass
- Other materials may be considered on a case-by-case basis.

Example of Integrated Lighting and Landscaping

P.31: Avoid materials that are flimsy, express a temporary character, and are ineffective at resisting damage due to use or climate conditions. Examples include:

- Untreated wood
- Low grade plastics
- Fabric, mesh or other flimsy materials (except for umbrella canopies)
- Uncoated metals
- Vinyl
- PVC
- Particle board
- Chain link

URBAN DESIGN AND PLACEMAKING

Intent: Contribute to an enhanced public realm by creating visual interest and avoiding large expanses of unarticulated surfaces.

Standards:

P.32: When using a transparent Delineating Element, incorporate plantings and/or decorative metal work.

P.33: When using an opaque Delineating Element, use decorative paneling, murals, or variation in materials to avoid long spans of visually flat singular materials.

SECTION 4: OPERATING A ROW PATIO

As an extension of the permit holder's business, it is important that ROW Patios are managed consistently to continue to positively impact the public realm and provide safe and accessible spaces for people.

OPERATIONAL REQUIREMENTS

The day-to-day management of a ROW Patio under the responsibility of the ROW Patio permit holder includes the following operating requirements:

- A ROW Patio shall be maintained in a safe and clean condition.
- Landscaping integrated into the patio must be regularly watered, pruned, and generally maintained.
- Graffiti shall be removed promptly.
- Gutters, seating areas, the PAR, and accessible paths within patios shall be clear of debris at all times.
- Damaged patio elements shall be repaired or replaced immediately upon notification by City or discovery by ROW Patio permit holder.
- ROW Patio shall operate during the operating hours of the associated business.
- Patio furniture and similar elements shall be managed as to not become a hazard during and outside of patio operating hours.
- All Patio elements and activities shall be fully contained within the ROW Patio Permit Area of a permitted ROW Patio.

SECTION 5: DEFINITIONS

KEY TERMINOLOGY

Accessible Route - A continuous and unobstructed route for maneuvering within, to and from a ROW Patio.

Amenity Zone - The area between the curb/flow line and the street lot line that abuts the curb/flow line.

Delineating Element - A vertical element that defines the perimeter of a permitted ROW Patio.

Fire Department Connection (FDC) – An inlet on the exterior wall of a building that allows Fire Department responders to supply additional water a buildings fire sprinkler or standpipe system.

Fixed Right-of-Way (ROW) Element – A public element within the Right-of-Way that supports civic or business operations and is anchored or affixed to the surface of the sidewalk or street.

Frontage Zone - The area between the curb/flow line and the street lot line that abuts the street lot line.

Load Capacity – The maximum amount of weight or stress that a structure can safely support without failing.

Movable Element - An Element within a ROW Patio that is easily movable by a single able-bodied, adult individual. Examples include tables, chairs, umbrellas, and other similar features.

Parklet - A ROW Patio within an on-street parking portion of the Street Right-of-Way.

Parklet Platform - The upper walking surface of a Parklet that is flush with the sidewalk or elevated above the sidewalk where the ROW Patio activities take place.

Pedestrian Access Route (PAR) – A continuous, unobstructed path of travel for pedestrians along a block and connecting accessible elements and spaces in the Right-of-Way, and located between the curb/flow line and a street lot line.

Right-of-Way (ROW) – Included the vehicle travel lanes, turn lanes, sidewalks, amenity zones, and on-street parking associated with a roadway.

Right-of-Way (ROW) Patio – A reversible installation and activation of the City's Street Right-of-Way with uses and activities permitted by the Right-of-Way Patio Ordinance.

Right-of-Way (ROW) Patio Permit Area - The horizontal area(s), or footprint, of a permitted Right-of-Way Patio to which all elements must be contained.

Right-of-Way (ROW) Patio Program Ordinance – The section of the Midland City Code establishing the ROW Patio Program and containing requirements for the permit process, the basic requirements and prohibitions for all ROW Patio, and operational standards.

Shade Structure – A vertical structure directly above a ROW Patio that include elements providing shade to patio users.

Sidewalk Café - A ROW Patio between the curb/flow line and a street property line.

Threshold – The space where the platform of a Sidewalk Level Parklet meets the level of the sidewalk and must be crossed to enter the patio space.

City Council Meeting

Item Number: 14.
Meeting Date: January 13, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 13, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH CLAY STREET), BY PERMITTING (1) A REDUCED MINIMUM FRONT YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
Edgar Chavez is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum front yard setback and reduced minimum side yard setback for the property at 401 South Clay Street, in order to construct a carport.

Recommended Action:
Denial

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The subject property is zoned MF-22, Multiple- Family Dwelling District. However, the property lies in the Residential Overlay District (ROD-1), which allows the included properties to be developed in accordance with the SF-3, Single- Family Dwelling District regulations. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum front yard setback is 20 feet, and the minimum side yard setback is 10 feet, for SF-3. While some

neighboring properties enjoy the privileges of a carport, those are all unpermitted structures, as well. In addition, no hardship exists, as defined by the City of Midland's Code of Ordinance [11-2-1(L)1], that would justify approval of the requested variance.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved with conditions)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application. As part of the required building/residential codes, building permits and inspections must be maintained. Fire separation distances must be observed, or the new structure must be fire rated in a way that allows it to be closer than 10 feet from the existing home.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Denied)

Staff recommends denial of this request. However, should City Council approve this request, it will be subject to the following conditions.

Condition:

A. That the minimum front yard setback shall be zero (0') feet.

B. That the minimum side yard setback on the south side of the Lot shall be zero (0') feet.

C. That the reduced minimum front yard setback and the reduced minimum side yard setback described herein shall apply only to the accessory building identified as a "Carport Structure" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

Site Plan
Application
Maps
Aerial
Site Photo
PowerPoint Presentation

Attachments:

A. ORDINANCE W/EXH - E-25-0149.Edgar Chavez - Red Min Front & Side Yard Setbacks Ord w Exh
B. E-25-0149, 401 S Clay, Combined
C. CC - - 401 S Clay Special Exception

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 12, BLOCK 13, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH CLAY STREET), BY PERMITTING (1) A REDUCED MINIMUM FRONT YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE SOUTH SIDE OF THE LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 12, Block 13, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas (the "Lot"). Said special exception shall allow (1) a reduced minimum front yard setback and (2) a reduced minimum side yard setback on the south side of the Lot.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum front yard setback shall be 0 feet.

B. That the minimum side yard setback on the south side of the Lot shall be zero feet.

C. That the reduced minimum front yard setback and the reduced minimum side yard setback described herein shall apply only to the accessory building identified as a "Carport Structure" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

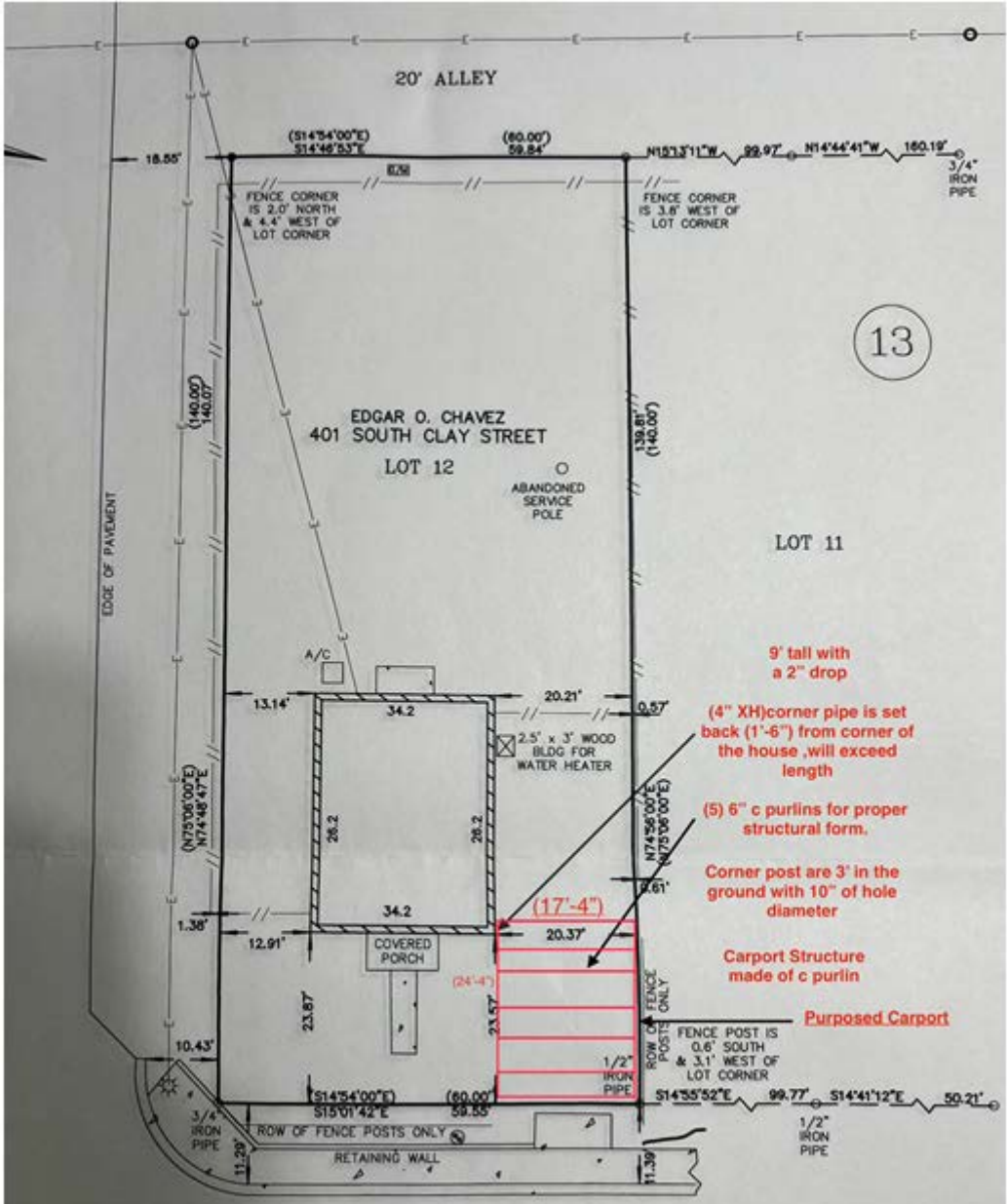

20' ALLEY
(S14°54'00"E) S14°48'53"E
(60.00') 59.84'
N15°13'11"W 99.97'
N14°44'41"W 160.19'
3/4" IRON PIPE
18.55'
FENCE CORNER IS 2.0' NORTH & 4.4' WEST OF LOT CORNER
FENCE CORNER IS 3.6' WEST OF LOT CORNER
13
EDGAR O. CHAVEZ
401 SOUTH CLAY STREET
LOT 12
ABANDONED SERVICE POLE
LOT 11
(140.00') 140.07'
139.81' (140.00')
EDGE OF PAVEMENT
A/C
13.14'
34.2
20.21'
0.57'
2.5' x 3' WOOD BLDG FOR WATER HEATER
(N75°06'00"E) N74°48'47"E
26.2
26.2
N74°56'00"E (N75°06'00"E)
0.61'
(17'-4")
1.38'
34.2
12.91'
COVERED PORCH
20.37'
(24'-4")
23.87'
23.87'
10.43'
1/2" IRON PIPE
ROW OF FENCE POSTS ONLY
FENCE POST IS 0.6' SOUTH & 3.1' WEST OF LOT CORNER
S14°55'52"E 99.77' S14°41'12"E 50.21'
1/2" IRON PIPE
(S14°54'00"E) S15°01'42"E
(60.00') 59.55'
3/4" IRON PIPE
ROW OF FENCE POSTS ONLY
RETAINING WALL
11.29'
11.39'
SOUTH CLAY STREET (60' WIDE)
9' tall with a 2" drop
(4" XH)corner pipe is set back (1'-6") from corner of the house ,will exceed length
(5) 6" c purlins for proper structural form.
Corner post are 3' in the ground with 10" of hole diameter
Carport Structure made of c purlin
Purposed Carport

EXHIBIT A

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: EDGAR CHAVEZ			Phone (432) 212-2766 Email CHAVEZEDGAR67@ICLOUD.COM
Address 401 S CLAY	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: EDGAR CHAVEZ			Phone ( ) Email
Address 401 S CLAY	City MIDLAND	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 401 S CLAY

Legal Description
Lot: 12 Block: 13 Subdivision: GREENWOOD

Current Zoning: MF-22

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☑ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: A REDUCED FRONT YARD AND SIDE YARD SET BACK.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Edgar Chavez	Date:
Applicant (printed): Edgar Chavez	
Property Owner (signature): Edgar Chavez	Date:
Property Owner (printed) : Edgar Chavez	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

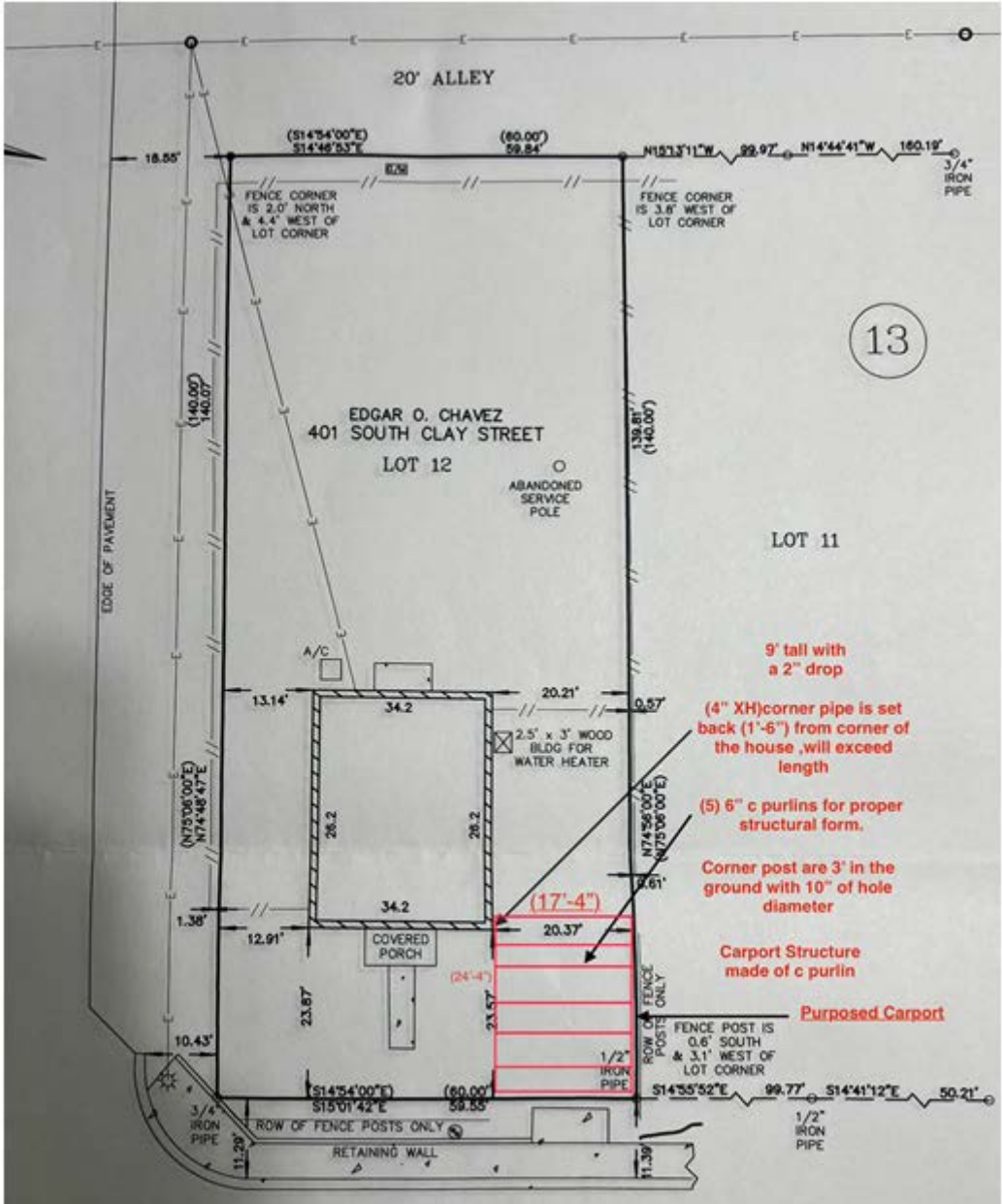
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

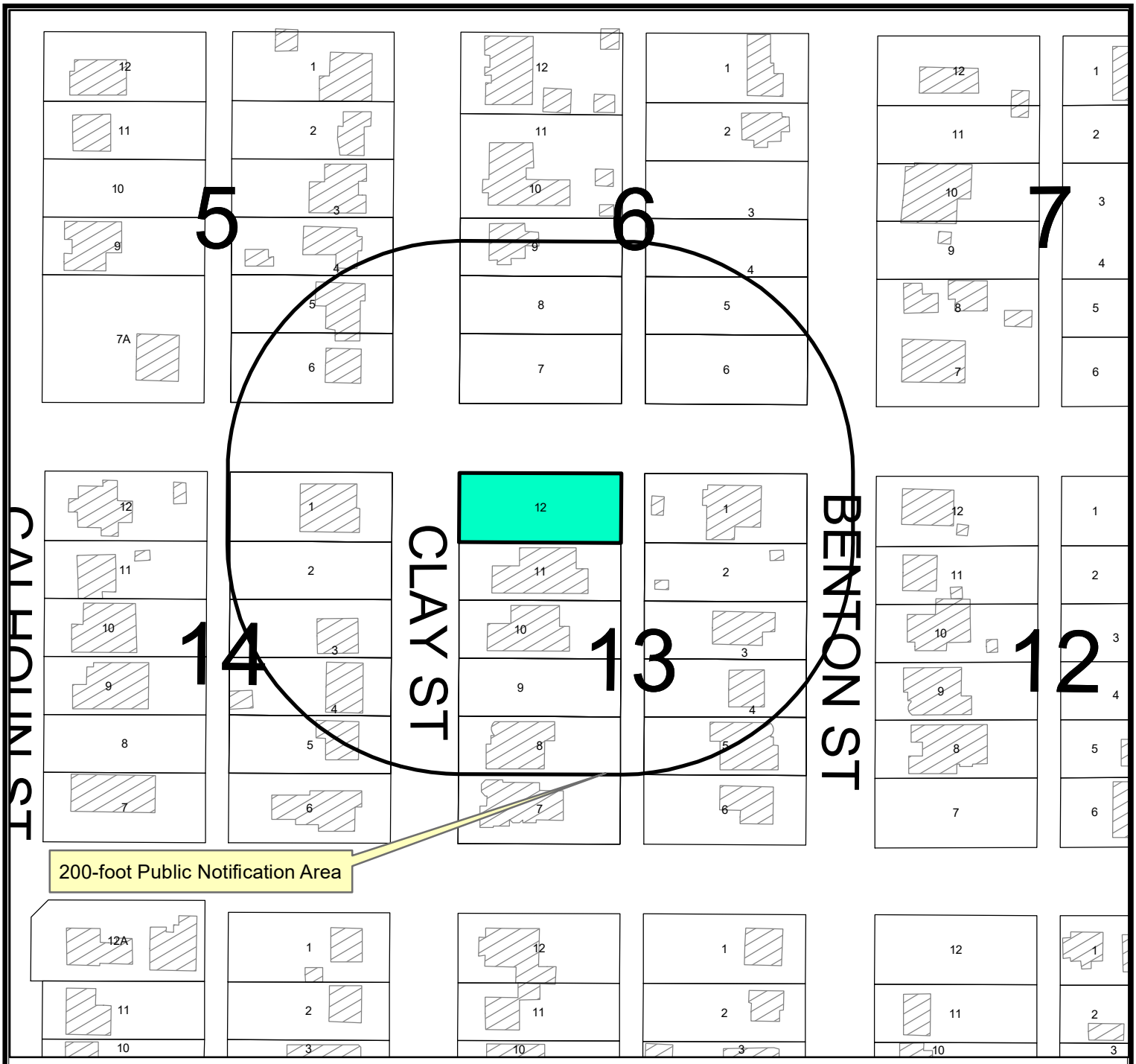
FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Site Plan
☐ Application Fee Invoice	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	RECEIVED
Received By:	Date: NOV 13 2025
	Initial:_____

****Application will not be considered for scheduling until reviewed by a planner.****

RECEIVED
NOV 18 2021
Initial


20' ALLEY
(S14°54'00"E) S14°48'53"E
(60.00') 59.84'
N15°13'11"W 99.97'
N14°44'41"W 160.19'
3/4" IRON PIPE
18.55'
FENCE CORNER IS 2.0' NORTH & 4.4' WEST OF LOT CORNER
FENCE CORNER IS 3.6' WEST OF LOT CORNER
13
EDGAR O. CHAVEZ
401 SOUTH CLAY STREET
LOT 12
ABANDONED SERVICE POLE
LOT 11
(140.00') 140.07'
139.81' (140.00')
EDGE OF PAVEMENT
A/C
13.14'
34.2
20.21'
0.57'
2.5' x 3' WOOD BLDG FOR WATER HEATER
(N75°06'00"E) N74°48'47"E
26.2
26.2
N74°56'00"E (N75°06'00"E)
0.61'
1.38'
34.2
12.91'
COVERED PORCH
(17'-4")
20.37'
(24'-4")
23.87'
23.87'
ROW OF FENCE POSTS ONLY
10.43'
1/2" IRON PIPE
FENCE POST IS 0.6' SOUTH & 3.1' WEST OF LOT CORNER
(S14°54'00"E) S15°01'42"E
(60.00') 59.55'
S14°55'52"E 99.77'
S14°41'12"E 50.21'
3/4" IRON PIPE
ROW OF FENCE POSTS ONLY
RETAINING WALL
11.29'
11.39'
1/2" IRON PIPE
9' tall with a 2" drop
(4" XH)corner pipe is set back (1'-6") from corner of the house ,will exceed length
(5) 6" c purlins for proper structural form.
Corner post are 3' in the ground with 10" of hole diameter
Carport Structure made of c purlin
Purposed Carport
SOUTH CLAY STREET (60' WIDE)



Location Map

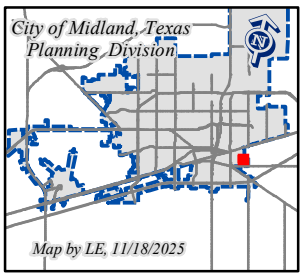
E-25-0149 **Scale: 1" = 800'**

Consider a request by Edgar Chavez for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09-Accessory Buildings and Uses, to allow for (1) a reduced minimum front yard setback and (2) a reduced minimum side yard setback on Lot 12, Block 13, Greenwood Addition, Third, Fourth, and Fifth Sections, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of East Kentucky Avenue and South Clay Street. (Council District 2)

LEGEND

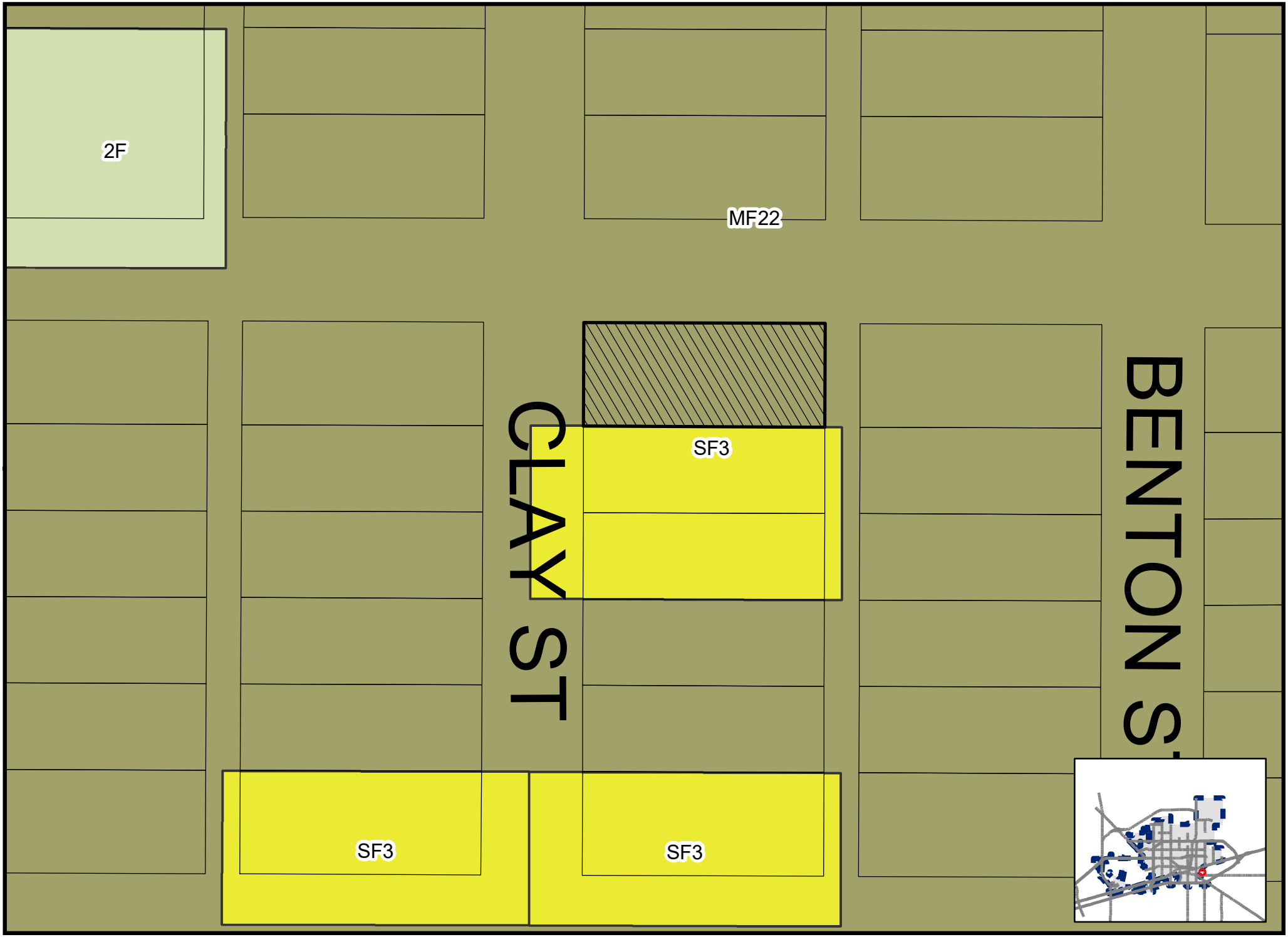
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



Map by LE, 11/17/2025

E-25-0149

Scale: 1" = 600'

ZONING MAP

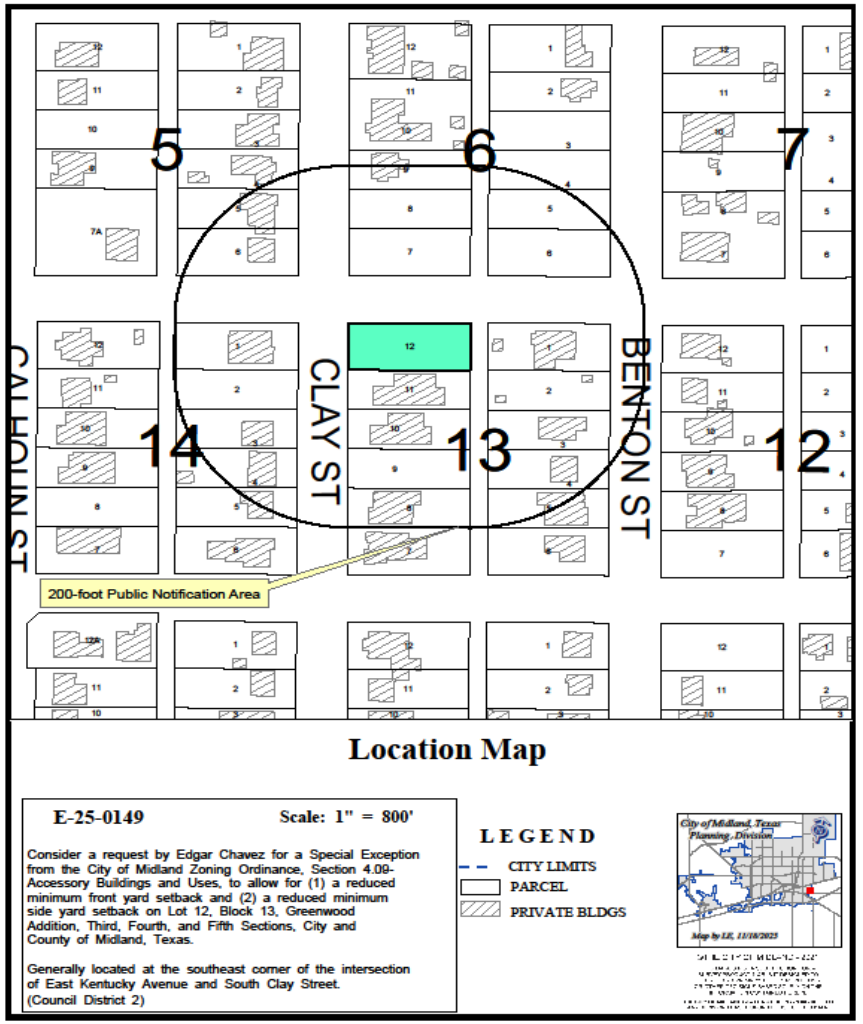
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED THEREON

CLAY ST
BENTON ST
14
13
1

MIDLAND
Be the Energy!
SPECIAL EXCEPTION
401 SOUTH CLAY STREET
Visit Our Website
MIDLANDTEXAS.GOV

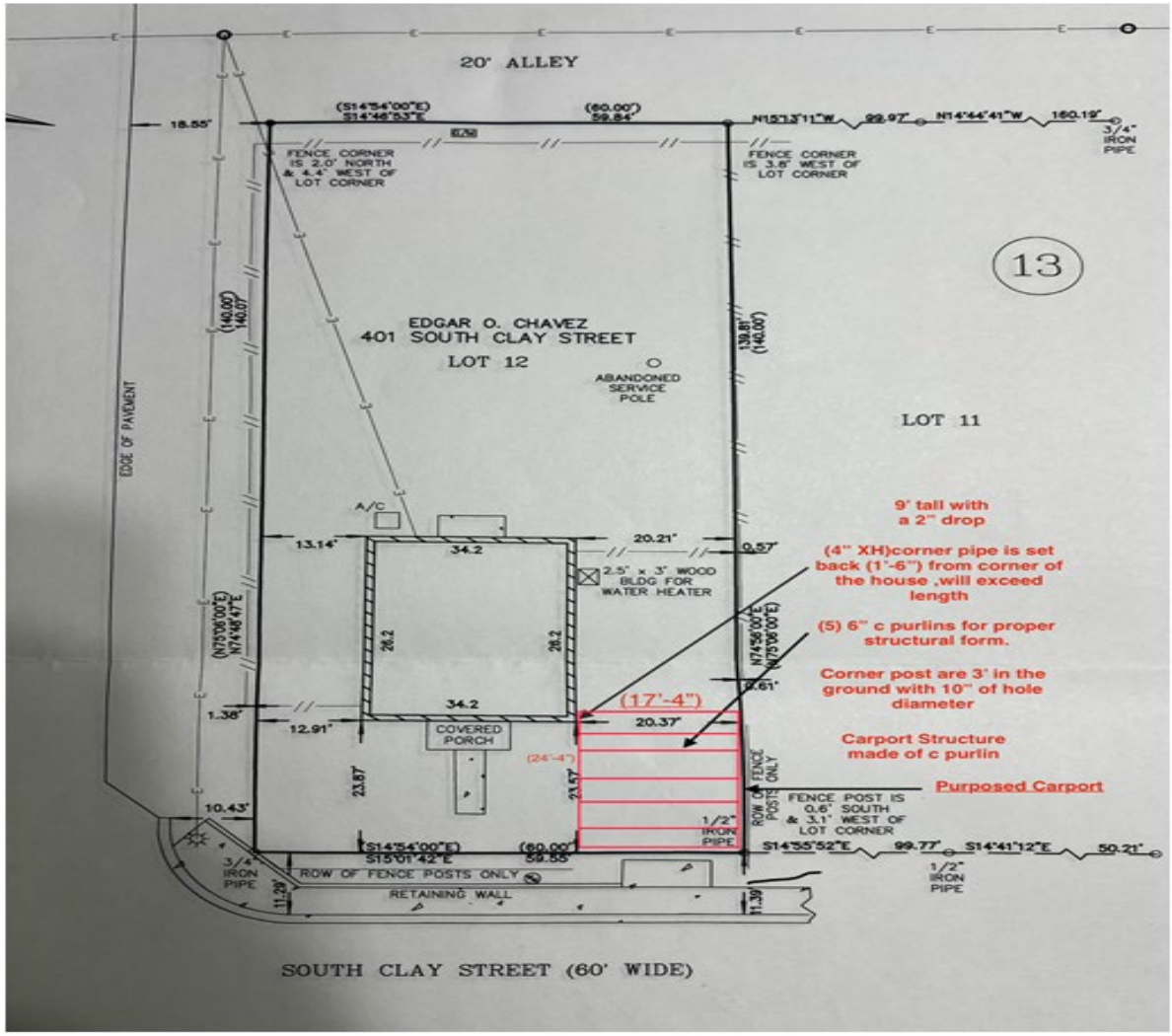
APPLICATION SUMMARY

- **Applicant/Property Owner:** Edgar Chavez
- **Location:** 401 South Clay Street
- **Reason for Request:** to allow for a reduced minimum front yard and side yard setbacks (of zero feet).



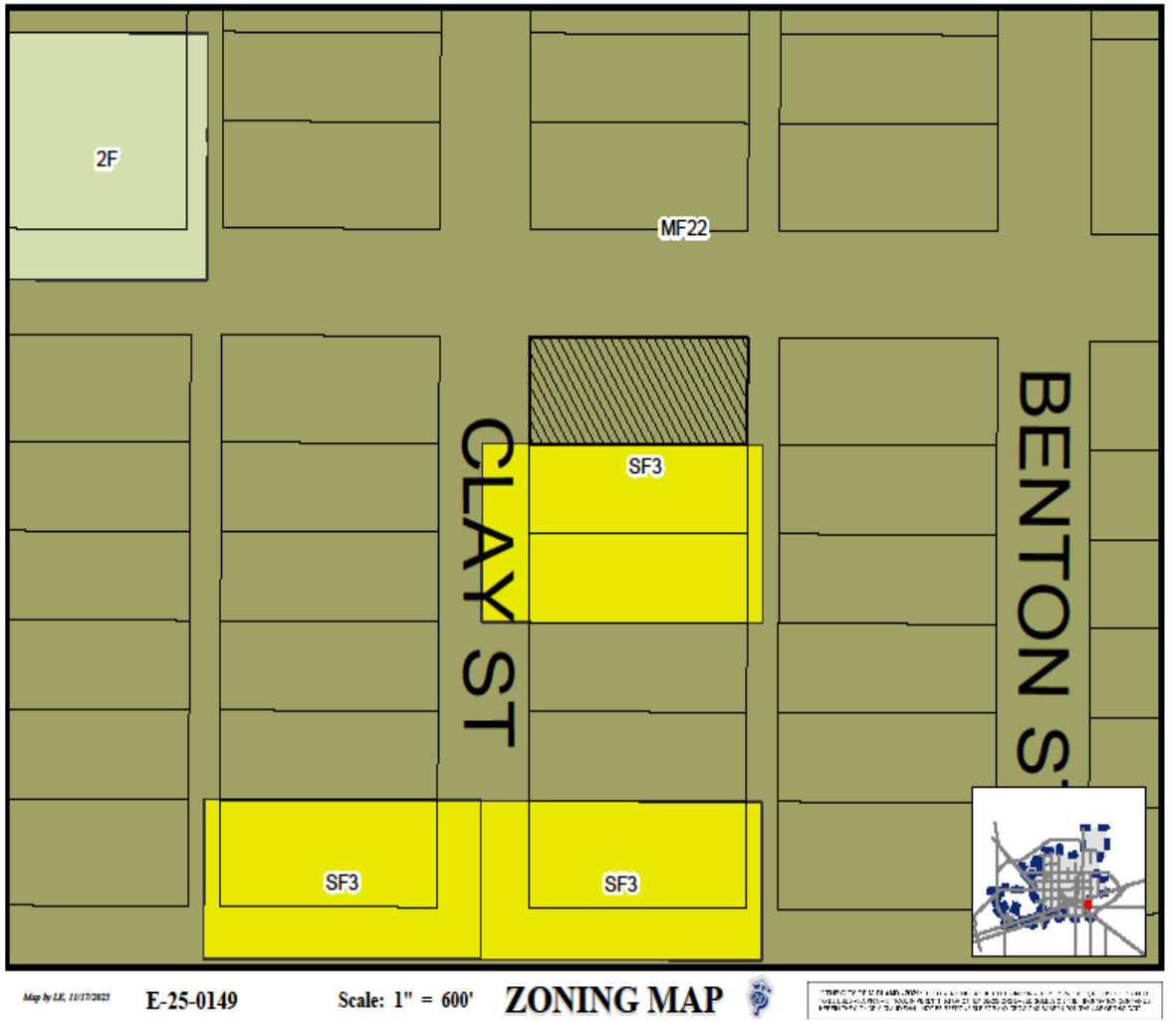
DETAILS OF REQUEST

- **Code Requirement:** per Section 5.04- Residential Zoning District Dimensional Regulations Chart, the minimum front yard setback is 20 feet, and the minimum side yard setback is 10 feet.
- **Variance Requested:** the applicant seeks a reduced minimum setback for both front and side yard of zero (0') feet.



ZONING

- **Current Zoning:** MF-22, Multiple Family Dwelling District, but within the Residential Overlay District wherein the properties can be developed in accordance with the regulations for SF-3, Single Family Dwelling District
- **Surrounding Zoning:**
  - **North:** East Kentucky Avenue
  - **South:** SF-3, Single Family Dwelling District
  - **East/West:** MF-22, Multiple Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Single family residence
- **Surrounding Uses:**
  - **North:** Vacant lots
  - **South/East/West:** Single family homes
- **Proposed Use:** Single family residence

MIDLAND
Be the Energy!

On South Clay Street, Looking East

6

MIDLAND
Be the Energy!

RELATED ITEMS (1)

- Neighboring properties with similar carports are non-permitted structures, as well:
  - 611 South Clay Street
  - 408 South Clay Street

MIDLAND
Be the Energy!

RELATED ITEMS (2)

- Additional unpermitted neighboring structures:
  - 713 South Webster Street
  - 502 South Webster Street

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends denial of this request. Should City Council approve the request, it will be subject to the following conditions:

A. That the minimum front yard setback shall be 0 feet.
B. That the minimum side yard setback on the south side of the Lot shall be 0 feet.
C. That the reduced minimum front yard setback and the reduced minimum side yard setback described herein shall apply only to the accessory building identified as a "Carport Structure" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

MISSION

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

City Council Meeting

Item Number: 15.
Meeting Date: January 13, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 4, MOODY ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CARVER STREET, APPROXIMATELY 265 FEET NORTH OF CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:

The applicant, Maverick Engineering, on behalf of Midtown AC & Heating LLC, is requesting a zone change from SF-2, Single-Family Dwelling District, to SF-3, Single-Family Dwelling District for a property on the east side of Carver Street. The purpose of the request is to allow the construction of single-family homes on property that is currently being replatted into three lots, each with a 50-foot frontage.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

SF-2, Single-Family Dwelling District

Surrounding Zoning and Land Use:

The property to the north, south and east are all zoned SF-2, Single-Family Dwelling District. The property to the south is being used as a day-care center. The property to the east is an elementary school. The properties to the west are zoned MF-22, Multiple-Family Dwelling District, but are currently developed and used as single-family residential. The property to the north is currently being used as residential.

Analysis:

The subject property is currently zoned SF-2, Single-Family Dwelling District. The applicant, Maverick Engineering, on behalf of Midtown AC & Heating, LLC, is requesting a zone change to SF-3, Single-Family Dwelling District, in order to replat the property into three lots with a width of 50 feet each. Under the existing SF-2 zoning, the minimum lot width requirement is 65 feet, which would make the proposed lots nonconforming. The zone change to SF-3 will allow them to have the smaller lot sizes allowed by SF-3.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Residential-Medium (UR-M). This designation calls for a mix of housing styles including single-family detached, single-family attached and townhouses.

This proposed zone change has been circulated to the respective City departments for internal review, and their comments, conditions, and requirements are as follows:

Departmental Review:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zoning. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Approved)

Staff recommends approval of the proposed zone change from SF-2, Single-Family Dwelling District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of December 5, 2025, staff has not received any letters of objection.

Attachments:
A. ORDINANCE - Z-25-0456.SF-2 to SF-3 Ord
B. Z-25-0456, Combined
C. CC - - Moody Addition, Section 3 SF-2 to SF-3

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 4, Moody Addition, Section 3, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-2, Single-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0456

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: MIDTOWN AC & HEATING LLC		Phone (432)262-0999 Email midtownheatac@gmail.com	
Address PO BOX 4295	City MIDLAND	State TX	Zip 79704

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET SUITE K	City MIDLAND	State TX	Zip 79701

Street Address:

Legal Description
Lot: 2 Block: 4 Subdivision: MOODY ADDITION SECTION 3

Current Zoning: SF2	**Proposed Zone:** SF3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO ALLOW FOR 50' FRONTAGE

Present Use of Property: VACANT

Proposed Use of Property: SINGLE FAMILY HOMES

How would this zone change affect the public health, safety and welfare? NO CHANGE

Describe how conditions affecting the property have changed since present zoning designation: VACANT LOTS AND SURROUNDING AREAS ARE BEING DEVELOPED.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: Nov. 05, 2025
Applicant (printed):	
Property Owner (signature):	Date: Nov. 05, 2025
Property Owner (printed) : Mark A. Garcia	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Midtown Heating LLC or authorized by Mark Garcia, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 5th day of November, 2025, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

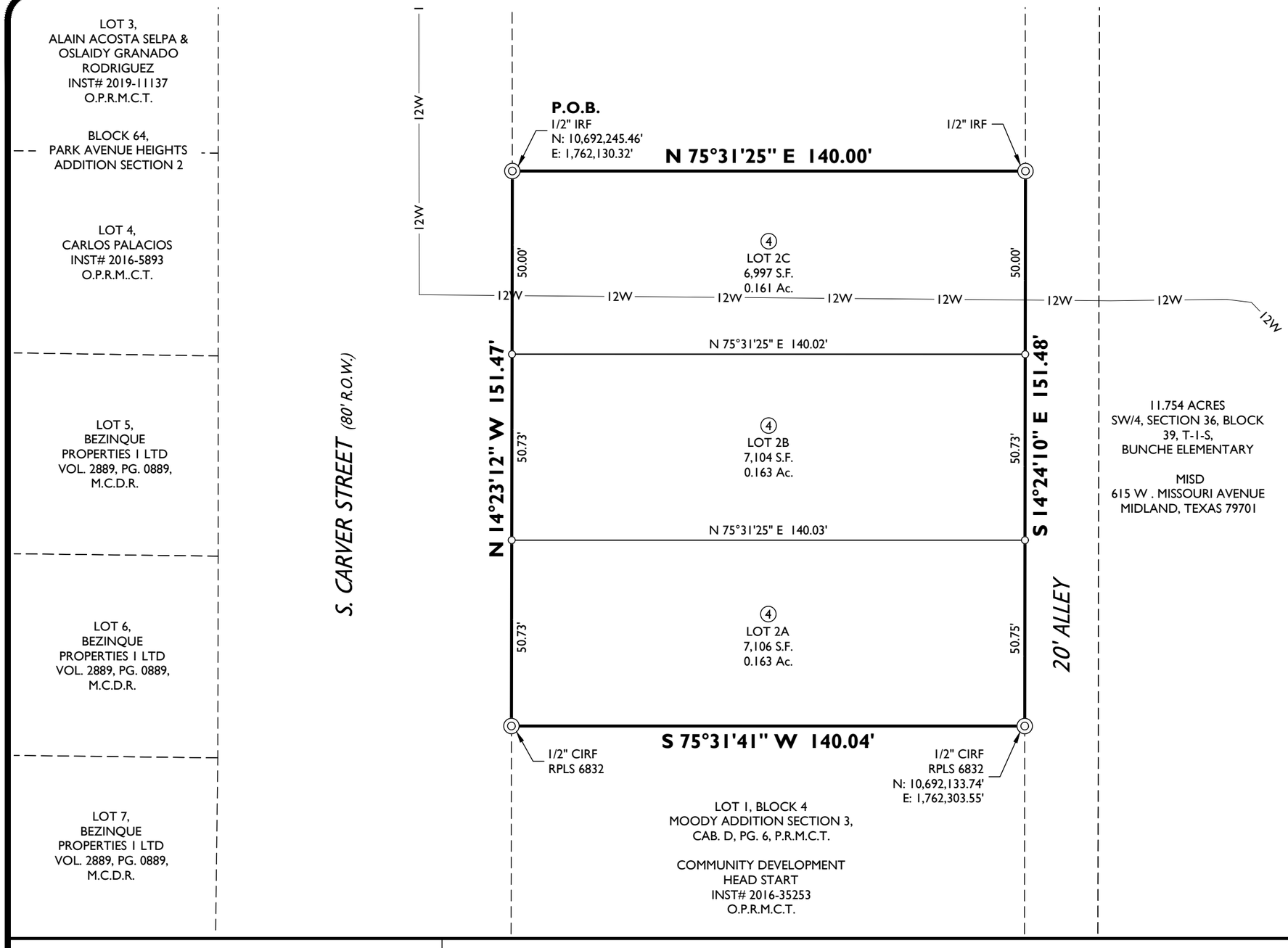
- ☑ Property Owner Authorization
- ☑ Application Fee
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Check # 5653

Received By: Angelina Betancourt Date: 11/5/25

RECEIVED
NOV 05 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



LEGEND

○	DENOTES PROPOSED LOT CORNER
◎	DENOTES FOUND MONUMENT AS NOTED
———	DENOTES BOUNDARY LINE
– – – –	DENOTES EXISTING PROPERTY LINES
12W	EXISTING 12" WATER MAIN
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
P.O.B.	POINT OF BEGINNING

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
250129	7.09.25	JARII		

I THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

NOVEMBER 5, 2025

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

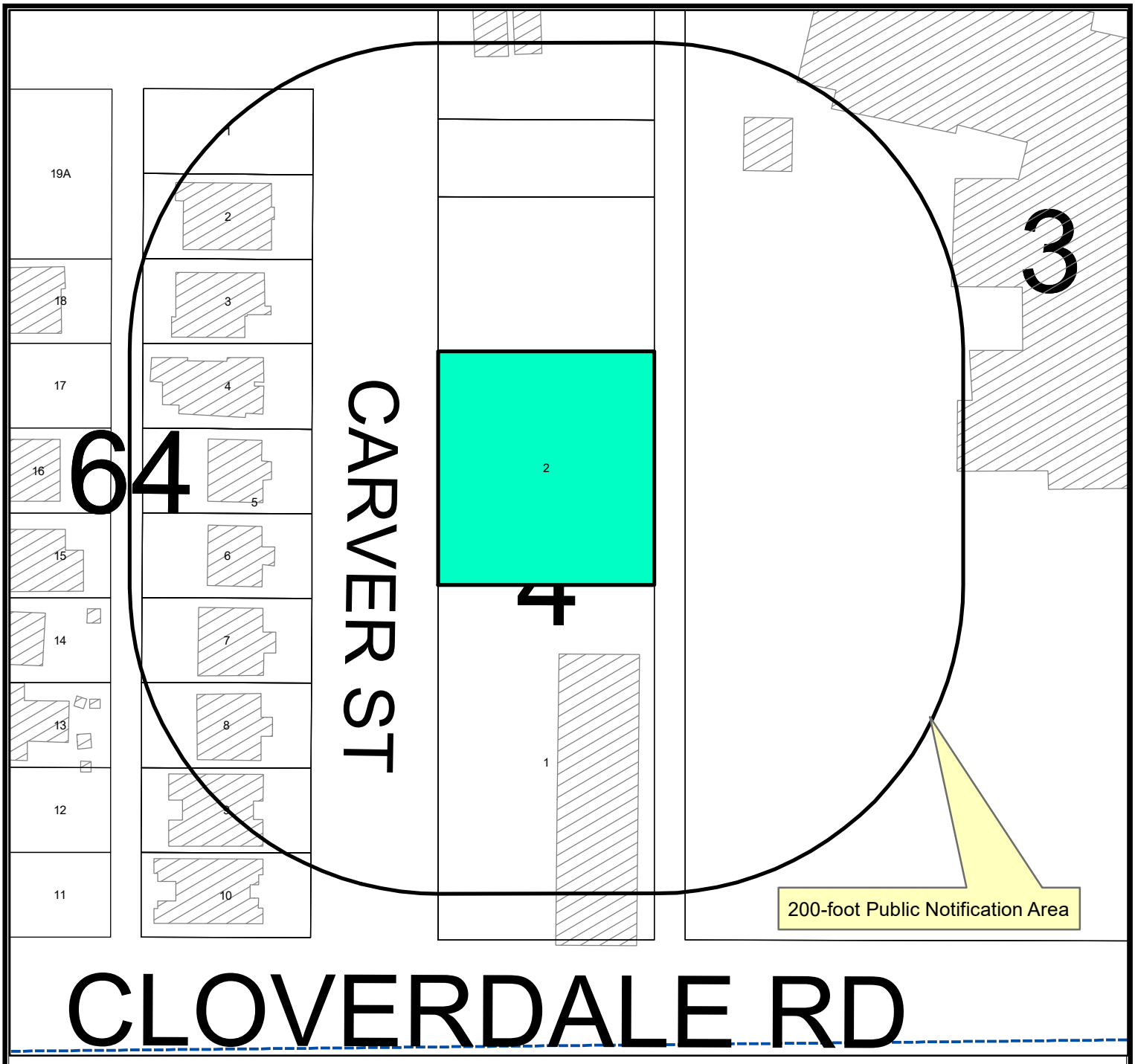
STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

MOODY ADDITION, SECTION 18

ZONING BOUNDARY EXHIBIT

BEING 0.49 ACRE TRACT OF LAND LOCATED IN
MOODY ADDITION, SECTION 3, LOT 2, BLOCK 4,
CITY AND COUNTY OF MIDLAND, TEXAS

Drawing : F:\2025\250129-MIDTOWN AC & HEATING-CARVER STREET\DRAWINGS\ZONING\250129 ZONING EXHIBIT.DWG Last Saved By: SDavis on 11/5/25



Location Map

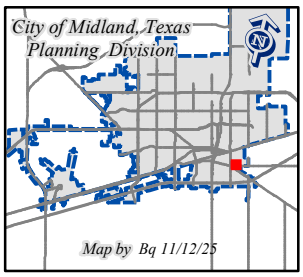
Z-25-0456 **Scale: 1" = 600'**

Consider a request by Maverick Engineering, on behalf of Midtown AC & Heating, LLC, for a Zone Change from SF-2, Single-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 2, Block 4, Moody Addition, Section 3, City and County of Midland, Texas.

Generally located on the east side of South Carver Street, approximately 265 feet north of Cloverdale Road. (Council District 2)

LEGEND

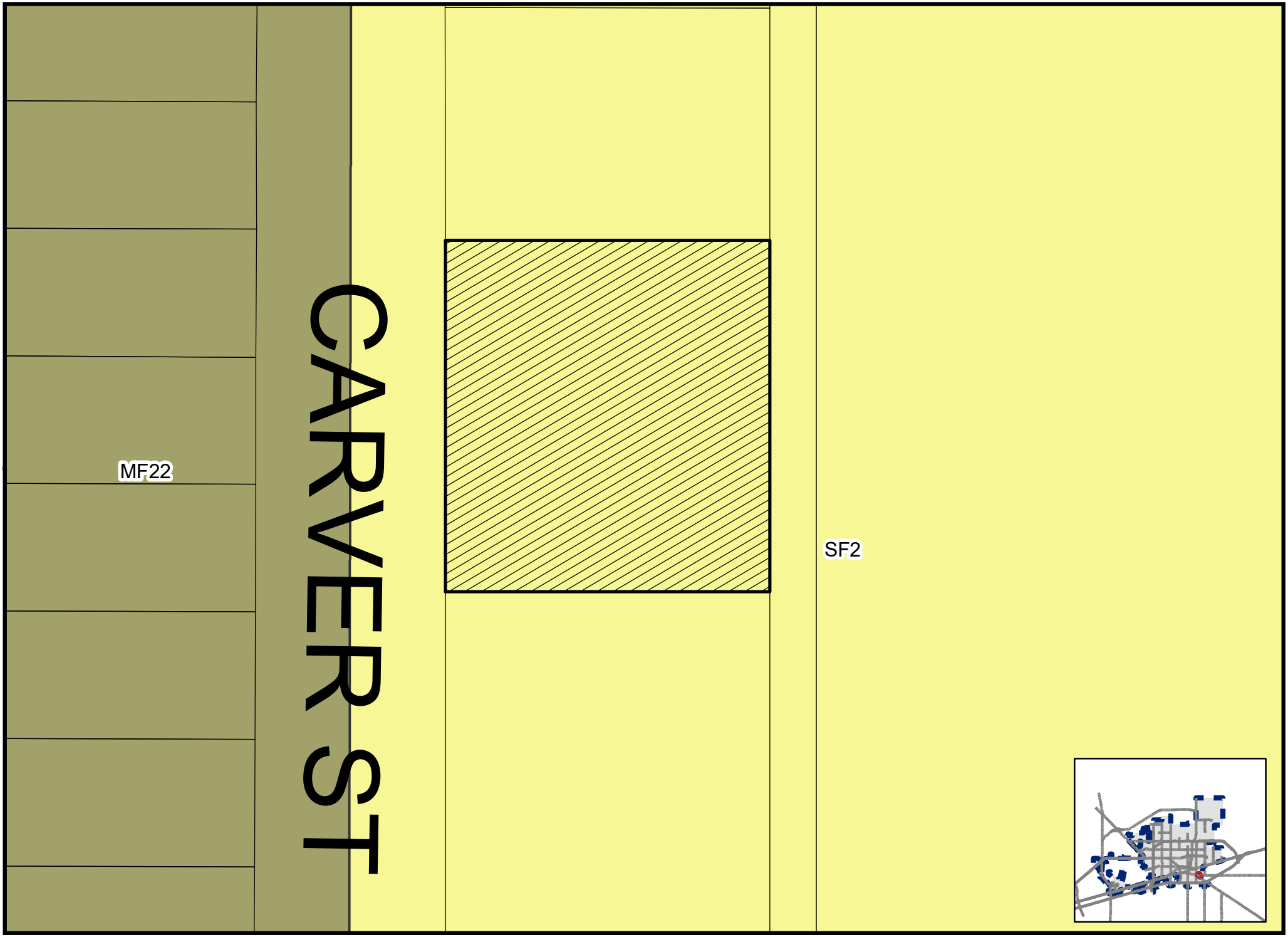
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



Map by BQ 11/12/25

Z-25-0456

Scale: 1" = 500'

ZONING MAP

©THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON THIS

64

CARVER ST

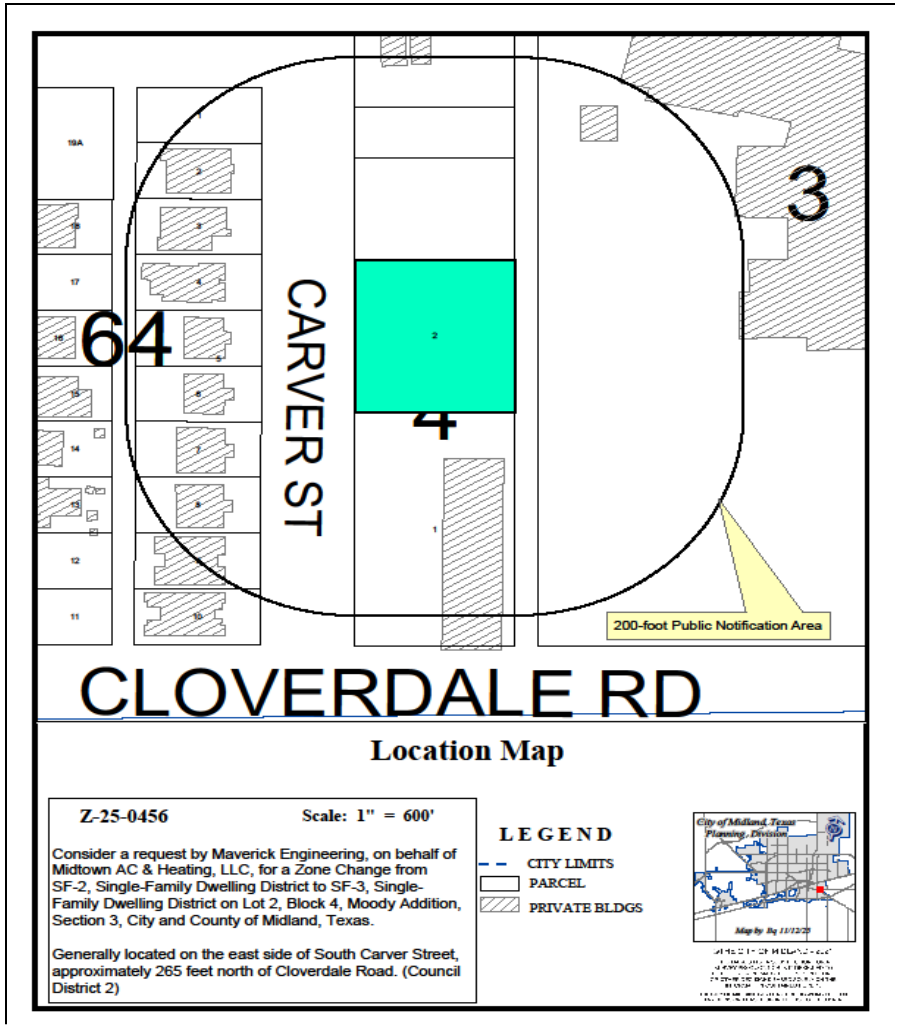
4

5

MIDLAND
Be the Energy!
ZONE CHANGE
MOODY ADDITION, SECTION 3
Visit Our Website
MIDLANDTEXAS.GOV

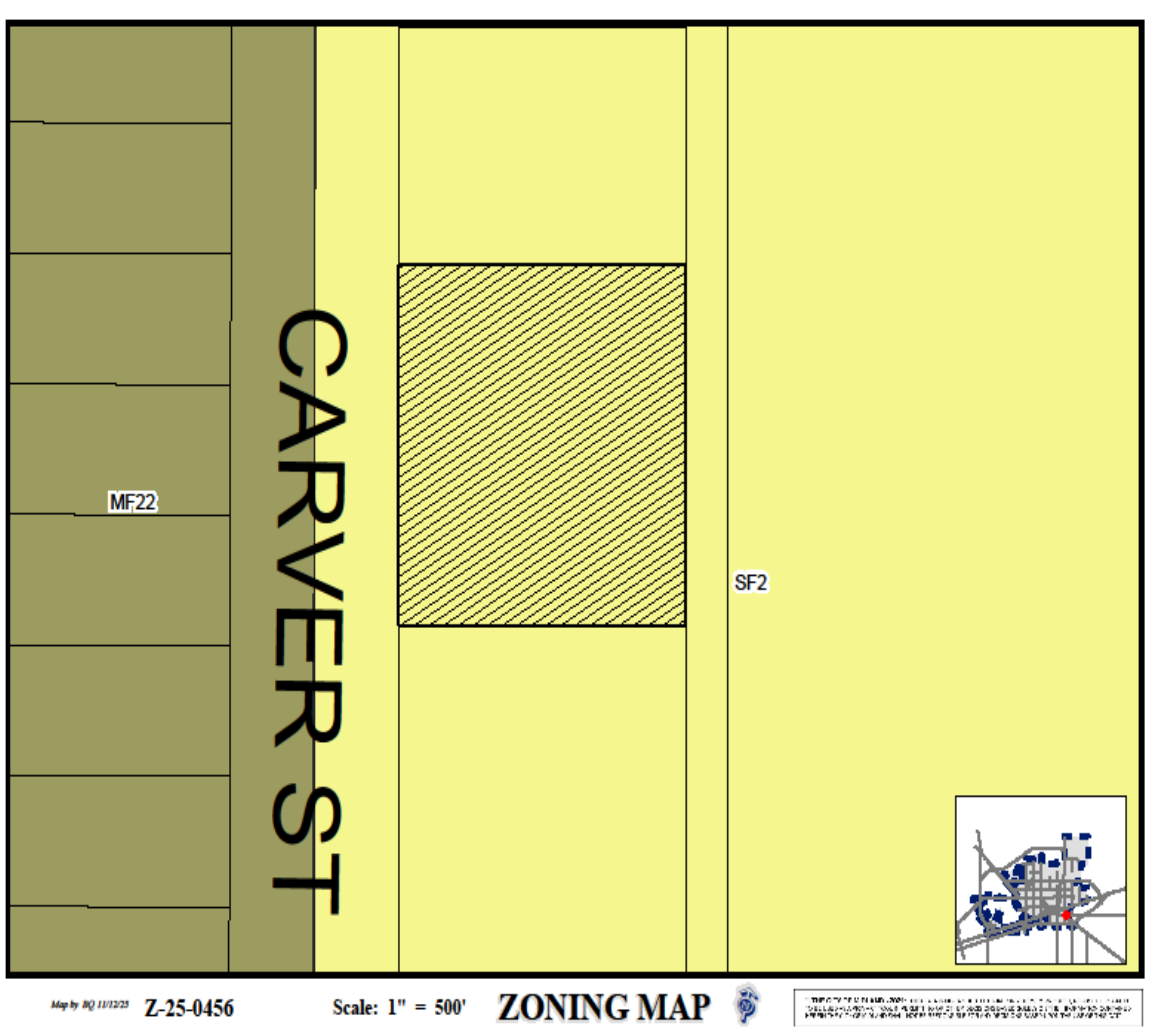
APPLICATION SUMMARY

- **Property Owner:** Midtown AC & Heating LLC
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** Generally located on the east side of South Carver Street, approximately 265 feet north of Cloverdale Road. (Council District 2)
- **Reason for Request:** To allow for the construction of single-family dwellings on three lots



ZONING

- **Current Zoning:** [SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East:** SF-2, Single-Family Dwelling District
  - **West:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District

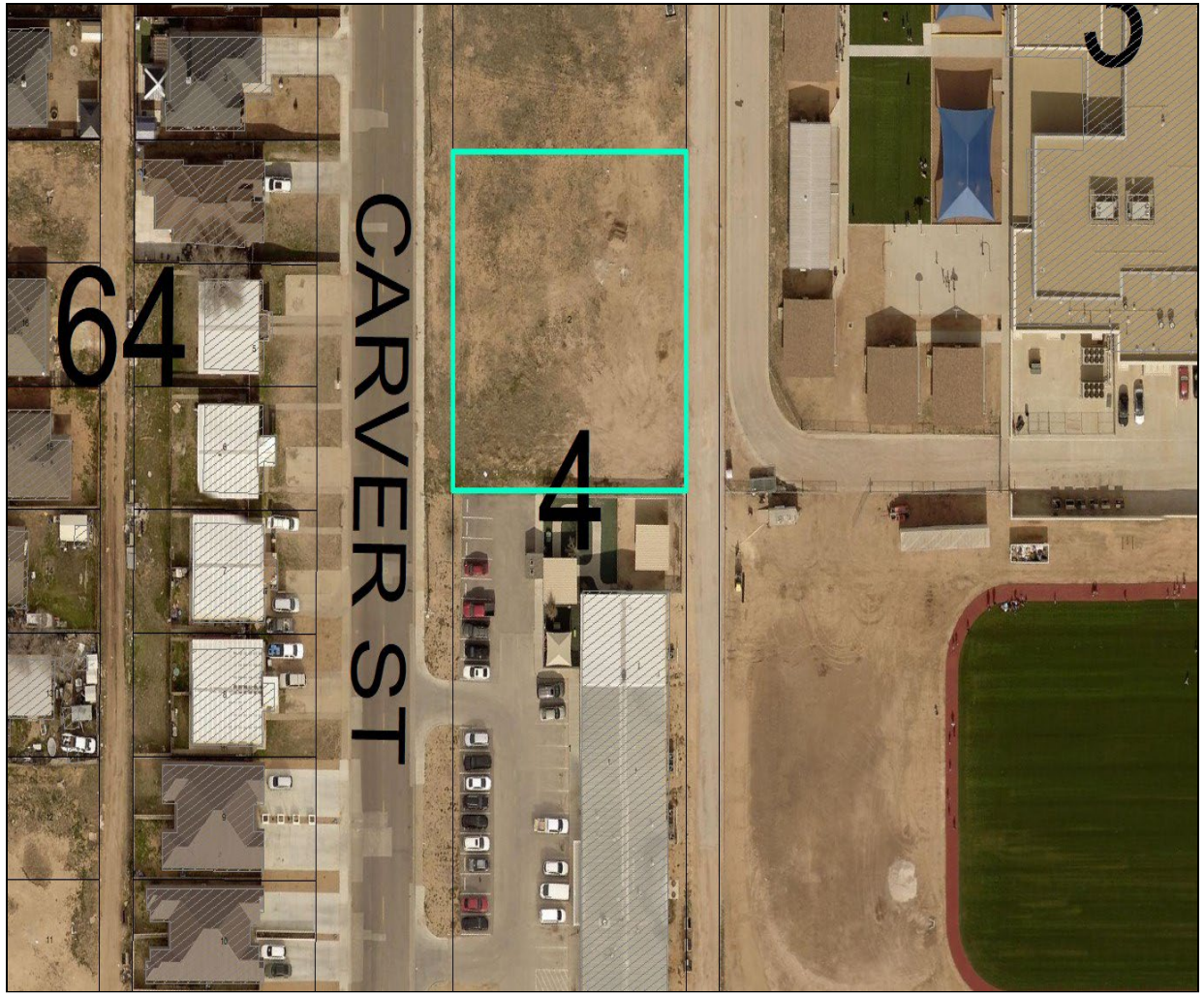


3

MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North/South/West:** Residential
  - **East:** School



On South Carver Street, Looking East

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential-Medium (UR-M)
- **Supported Uses:** Emphasizing a mix of housing styles, including single-family detached, single-family attached, and townhomes
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*

MIDLAND
Be the Energy!

RELATED ITEMS

- The property is currently been replatted into three lots each having a width of 50 feet.

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved this request on December 1, 2025.
- Staff recommends approval of this request.

MISSION

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

City Council Meeting

Item Number: 16.
Meeting Date: January 13, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:

PJP Group, LLC, on behalf of SHMK Development, LLC, is requesting a Zone Change from MF-16, Multiple-Family Dwelling District to O-1, Office District for future office and retail development on a property located at 1110 Austin Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

MF-16, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north and east are zoned RR, Regional Retail District and consist of retail stores and shops. The properties to the west are zoned SF-1, Single-Family Dwelling District, and consist of single-family housing. The property to the south is zoned PD, Planned

Development District for an Office Center and is currently a vacant lot.

Analysis:

The subject property is located at 1110 Austin Street. The property is currently zoned MF-16, Multiple-Family Dwelling District. PJP Group, LLC, on behalf of SHMK Development, LLC, is seeking a zone change to O-1, Office District in order to develop a five-unit shopping center. The current zoning, MF-16, Multiple-Family Dwelling District, does not allow for the use of offices or stores and shops [Midland City Code 4.03].

Approving this zone change request would establish a zoning that offers a variety of uses for the property owner. The applicant does not know the exact type of businesses that will be included on this lot, so having a less intense zoning such as O-1, Office District, will be beneficial to the surrounding neighborhood. The applicant plans to develop a shopping center with five units. Per the Nonresidential Zoning District Dimensional Regulations Chart, this lot meets the requirements for the O-1, Office District zoning. [Midland City Code Section 5.05]

The Tall City Tomorrow Comprehensive Plan, Chapter 3; designates this area as a Special Study Area. This designation has no policies established.

This proposed zone change has been circulated to the respective City departments for internal review, and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.] No objection to zone change. [For the Applicant’s information only.]

Planning:

Staff recommends approval of this Zone Change from MF-16, Multiple-Family Dwelling District to O-1, Office District.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

A. ORDINANCE W/EXH - Z-25-0441.MF-16 to O-1 Ord w Exh
B. Z-25-0441, Updated Combined Documents
C. CC - - 1110 Austin Street Zone Change

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.992-acre tract of land out of Tracts 2 and 3, Midkiff Heights, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to O-1, Office District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District to O-1, Office District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

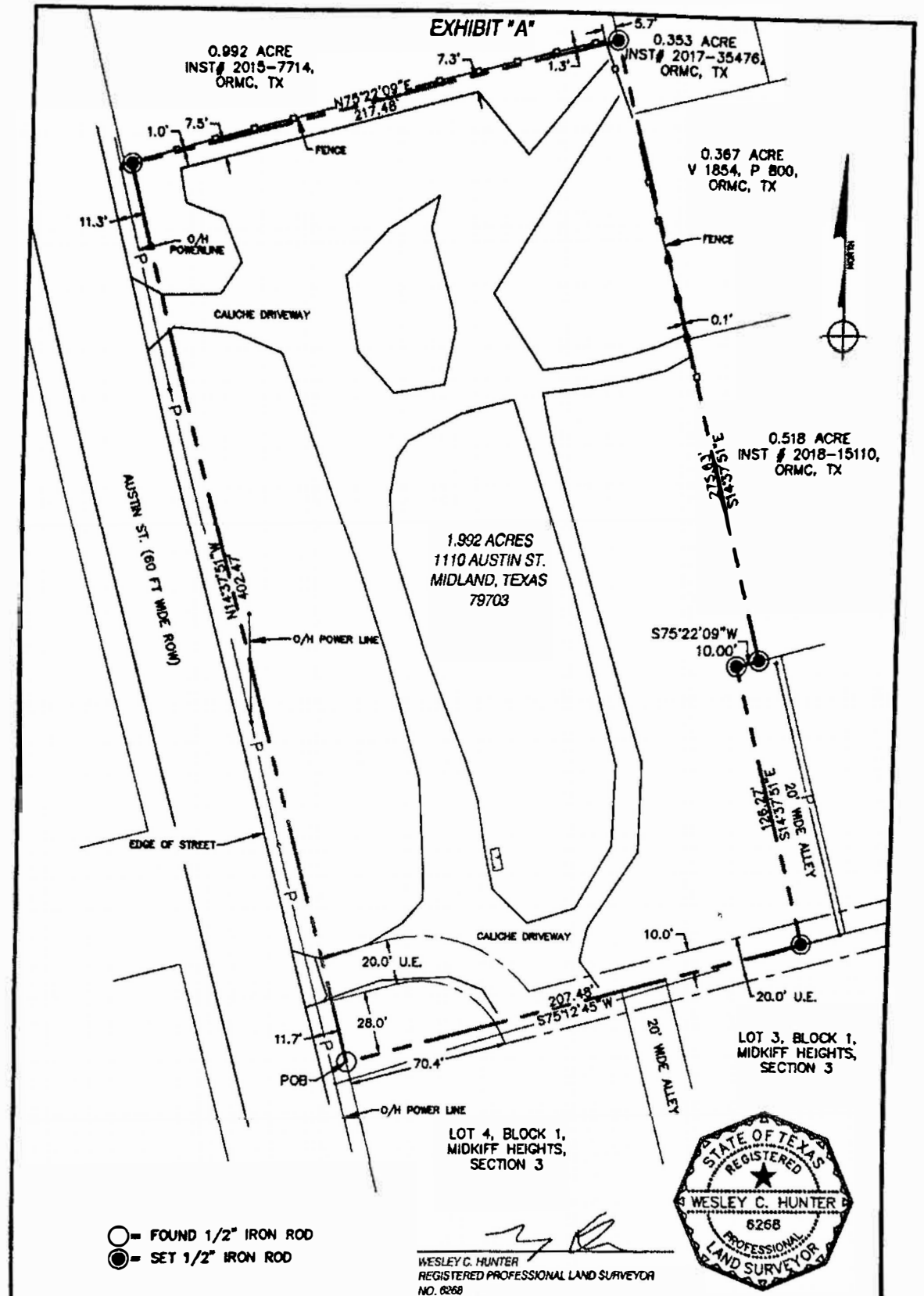
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



○= FOUND 1/2" IRON ROD
◉= SET 1/2" IRON ROD

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of July, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas..

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE
2. THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO. [illegible] ISSUED BY ALAMO TITLE INSURANCE COMPANY, ISSUED SEPTEMBER 18, 2007, EFFECTIVE SEPTEMBER 7, 2007.
3. PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED IN VOLUME 89, PAGE 385, ALL IN DEED RECORDS OF MIDLAND COUNTY, TEXAS
4. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP MIDLAND COUNTY, TEXAS, MAP NUMBER 48329C 0085F, REVISED SEPTEMBER 18, 2008, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

SURVEY FOR
GKW PROPERTIES, LTD.

BEING A 1.992 ACRE TRACT OF LAND CALLED 1.99 ACRES IN VOLUME 2934, PAGE 502, OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS, BEING ALSO A PORTION OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 84, PAGE 385, DEED RECORDS OF MIDLAND COUNTY, TEXAS

EXPLORER SURVEYING
SURVEYING & MAPPING
2403 S COUNTY RD 1110 LOT B, MIDLAND, TX 79706
(432) 238-4199 WWW.EXPSURVEY.COM
FIRM # 10194680 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

DRAWN BY: DH	DATE: 7/19/2018	DWG. NO.	REV.
CHECKED BY: WH	DATE: 7/23/2018	ES-WH-S2-T2-3-001	0
SCALE: 1"=50'	APP.: 7/24/2018	GF#: 0709-078-BH	

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Shafik Tejani, SHMK Development, LLC		Phone (432) 967-2763 Email shafik.tejani@mtp-hosp.com	
Address 4108 N Big Spring	City Midland	State TX	Zip 79705

Property Owner Printed Name: SHMK Development, LLC		Phone (432) 967-2763 Email shafik.tejani@mtp-hosp.com	
Address 4108 N Big Spring	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: PJP Group, LLC Printed Name: Jignesh Patel		Phone (210) 316-0659 Email jignesh.patel063@gmail.com	
Address 2525 Durango Drive	City Carrollton	State TX	Zip 75010

Street Address: 1110 Austin Street, Midland, TX 79703

Legal Description
Lot: 4 Block: 1 Subdivision: Midkiff Heights, Section 3

Current Zoning: MF16	**Proposed Zone:** O-1, Office District *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: The reason for the zoning change request is to align the subject property's classification with the surrounding area, which is currently zoned RR (Regional Retail District) and PD (Planned Development District).

Present Use of Property: Vacant

Proposed Use of Property: Future retail development

How would this zone change affect the public health, safety and welfare? This zoning change would positively impact public health, safety, and welfare by encouraging the development of high-quality, low-intensity retail projects. It supports the revitalization of underperforming and declining areas within the Central City by maximizing the use of infill sites.

Describe how conditions affecting the property have changed since present zoning designation: N / A

Submittal and Fees
Items to be submitted with this application form:

- Application Fee -- Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 11/21/2025
Applicant (printed): SHAFIK TEJANI	
Property Owner (signature):	Date: 11/21/2025
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

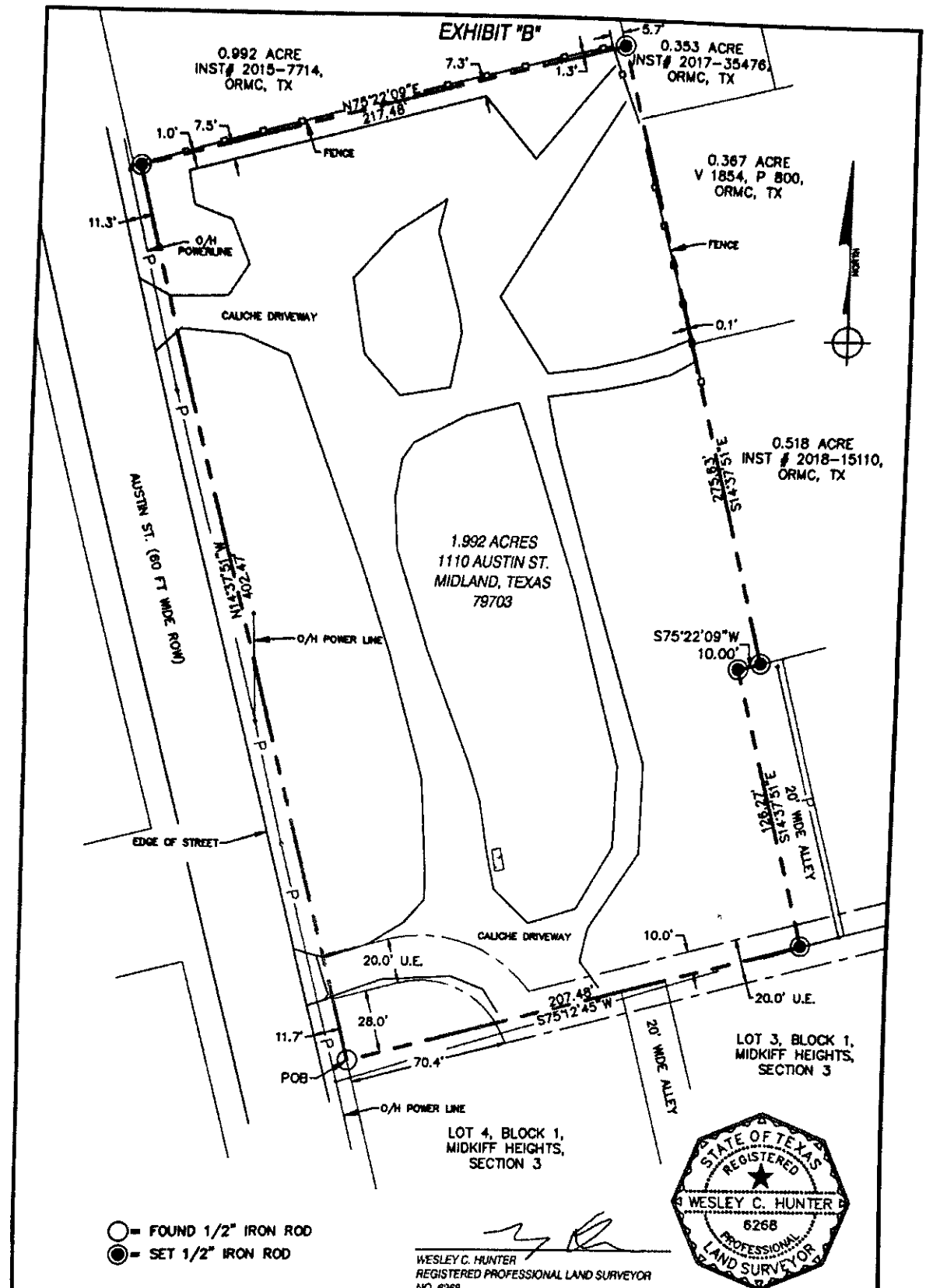
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee prev. paid (updated app only)	☑ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date: RECEIVED NOV 21 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



○= FOUND 1/2" IRON ROD
◉= SET 1/2" IRON ROD

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of July, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas.

NOTES:

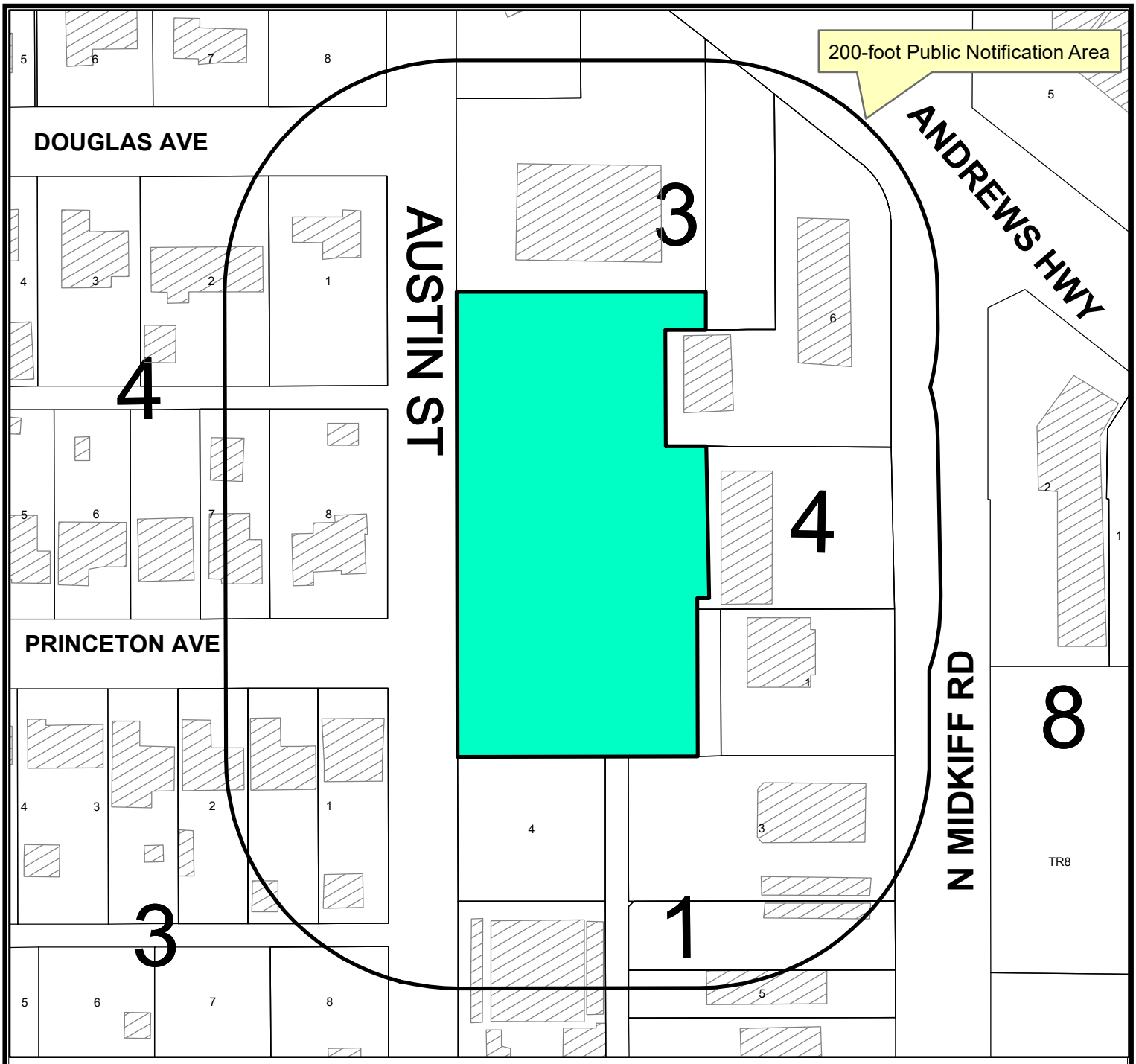
1. *ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE*
2. *THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO 0709-078-BH AS ISSUED BY ALAMO TITLE INSURANCE COMPANY, ISSUED SEPTEMBER 18, 2007, EFFECTIVE SEPTEMBER 7, 2007.*
3. *PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED IN VOLUME 89, PAGE 385, ALL IN DEED RECORDS OF MIDLAND COUNTY, TEXAS*
4. *ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP MIDLAND COUNTY, TEXAS, MAP NUMBER 48329C0088F, REVISED SEPTEMBER 18, 2008, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.*

EXPLORER SURVEYING
SURVEYING & MAPPING
2403 S COUNTY RD 1110 LOT B, MIDLAND, TX 79706
(432) 238-4199 WWW.EXPSURVEY.COM
FIRM # 10194660 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

SURVEY FOR
GKW PROPERTIES, LTD.

BEING A 1.992 ACRE TRACT OF LAND CALLED 1.99 ACRES IN VOLUME 2634, PAGE 693, OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS, BEING ALSO A PORTION OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 89, PAGE 385, DEED RECORDS OF MIDLAND COUNTY, TEXAS

DRAWN BY: DH	DATE: 7/19/2018	DWG. NO.	REV.
CHECKED BY: WH	DATE: 7/23/2018	ES-MH-S2-T2-3-001	0
SCALE: 1"=50'	APP.: 7/24/2018	GF#: 0709-078-BH	



Location Map

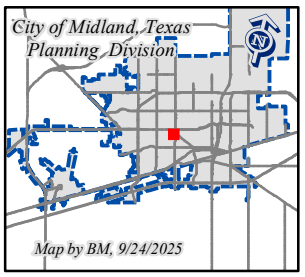
Z-25-0441 **Scale: 1" = 123'**

Consider a request by PJP Group, LLC, on behalf of SHMK Development, LLC, for a Zone Change from MF-16, Multiple-Family Dwelling District, to O-1, Office District on a 1.992-acre tract of land out of Tracts 2 and 3, Midkiff Heights, City and County of Midland, Texas.

Generally located east of the intersection of Austin Street and Princeton Avenue. (Council District 3)

LEGEND

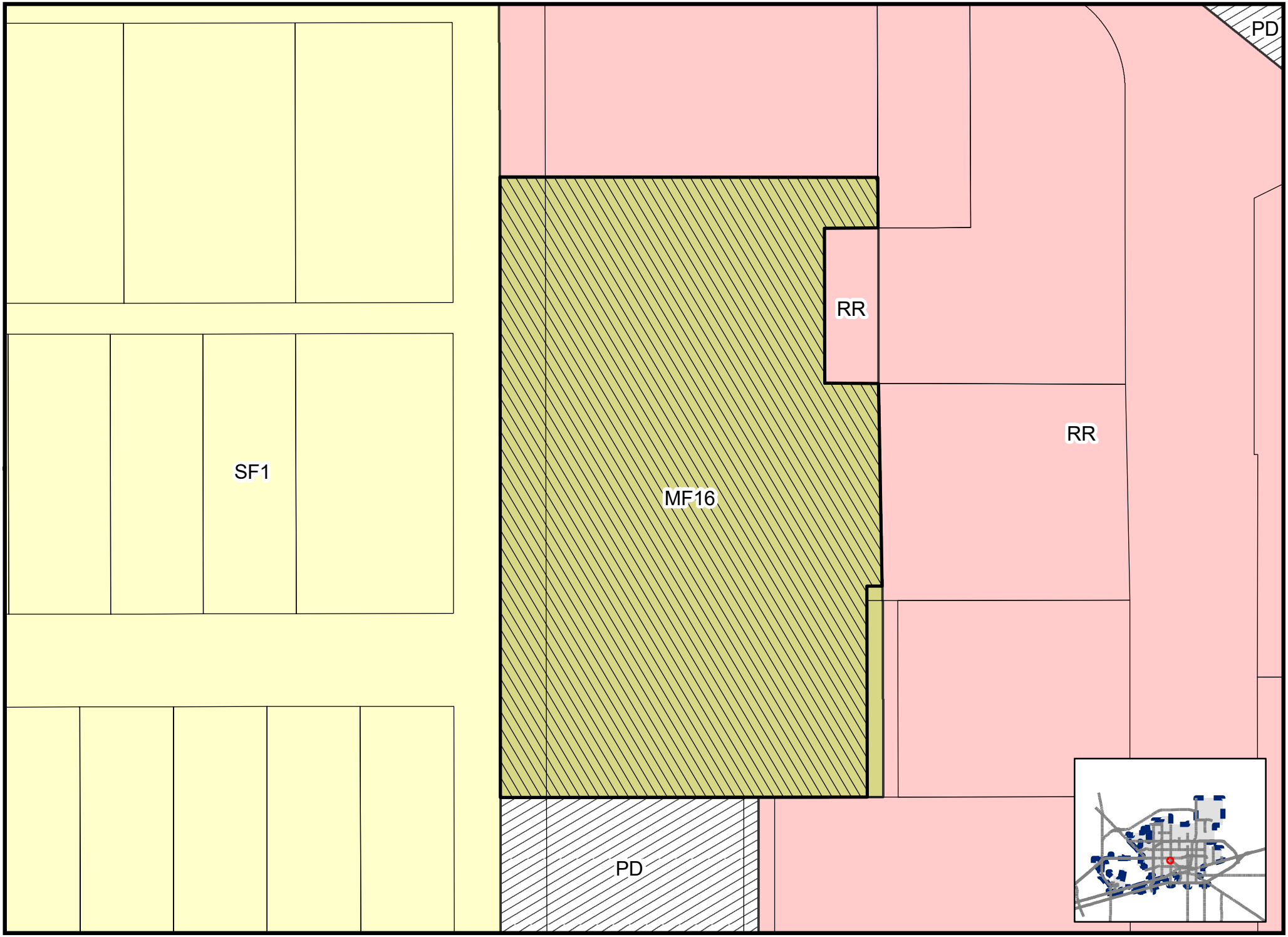
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



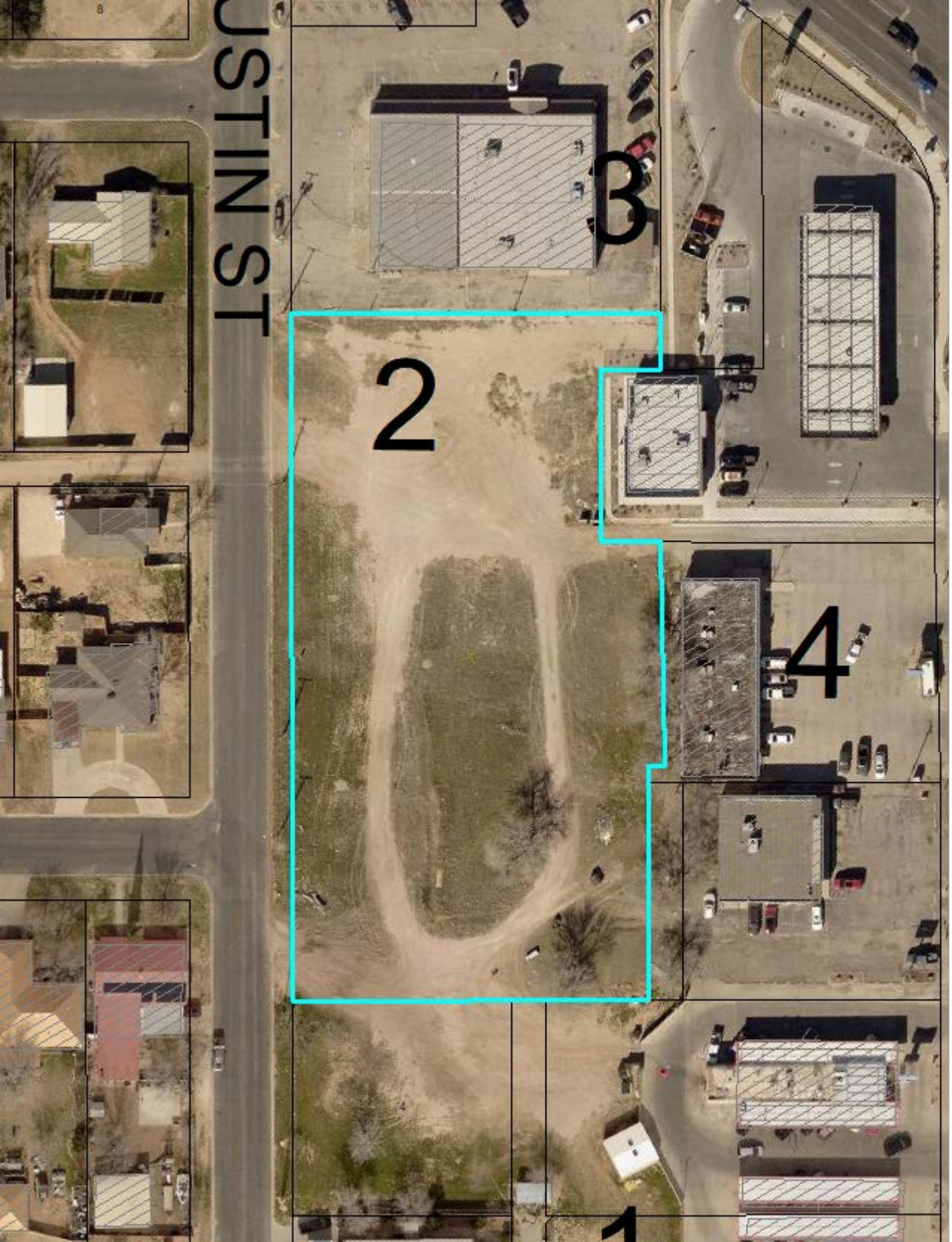
Map by BM, 9/24/2025

Z-25-0441

Scale: 1" = 78'

ZONING MAP

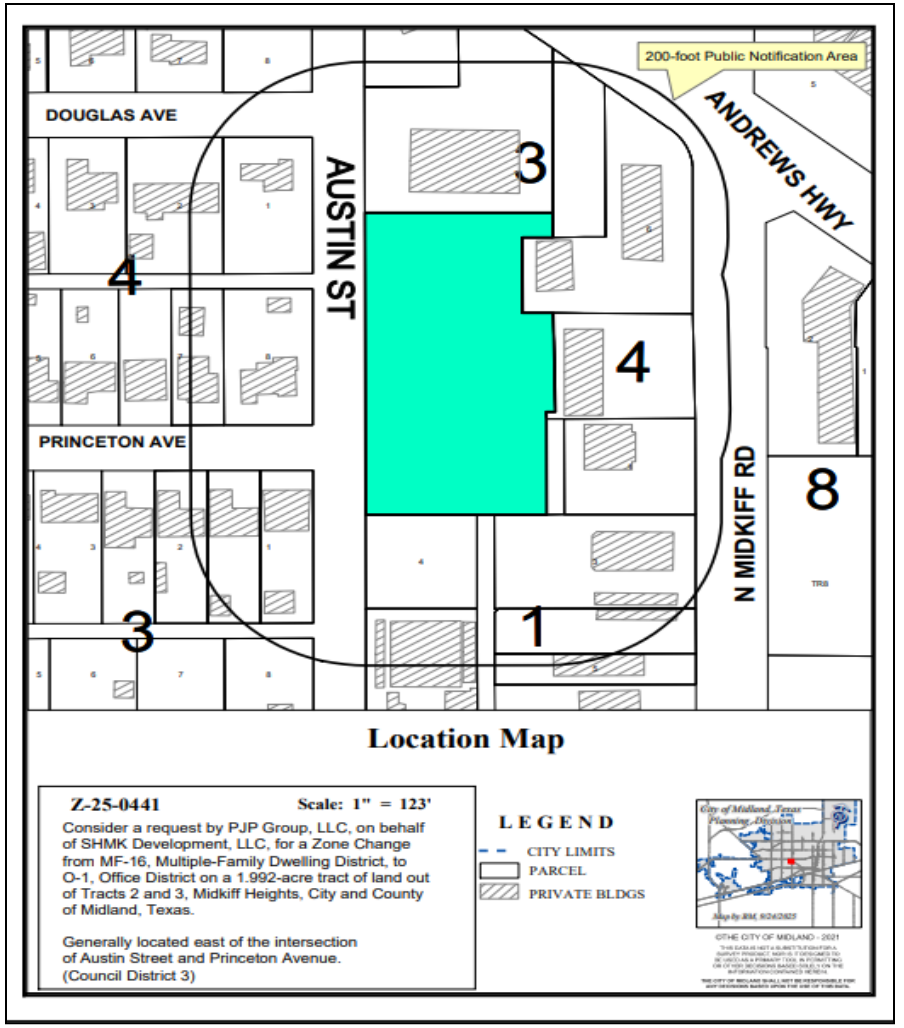
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON THIS DATA.


USTIN ST
3
2
4
1

MIDLAND
Be the Energy!
ZONE CHANGE
1110 AUSTIN STREET
Visit Our Website
MIDLANDTEXAS.GOV

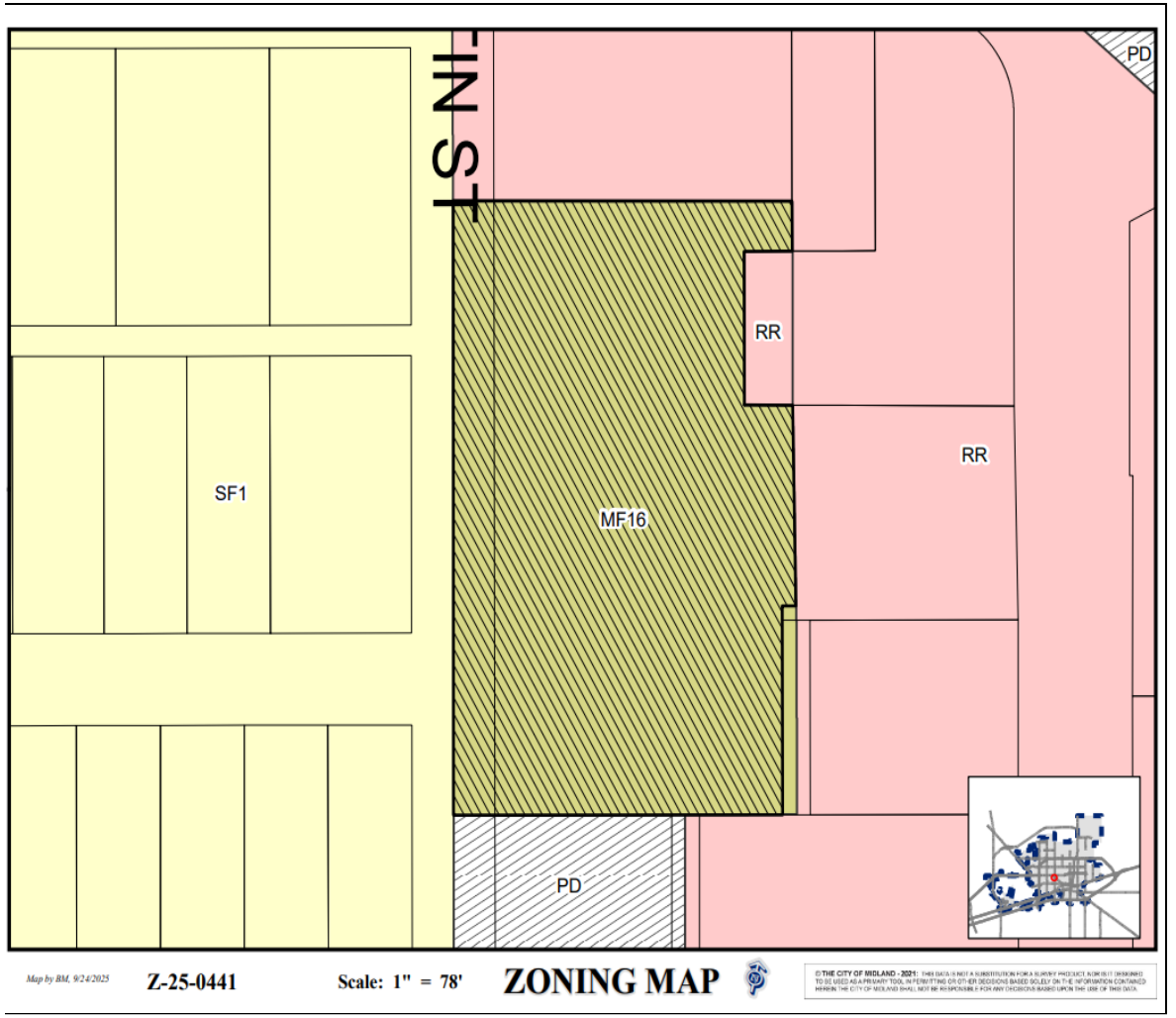
APPLICATION SUMMARY

- **Applicant/Property Owner:** SHMK Development, LLC
- **Representative:** PJP Group, LLC
- **Location:** 1110 Austin Street (Council District 3)
- **Reason for Request:** For future office and retail development



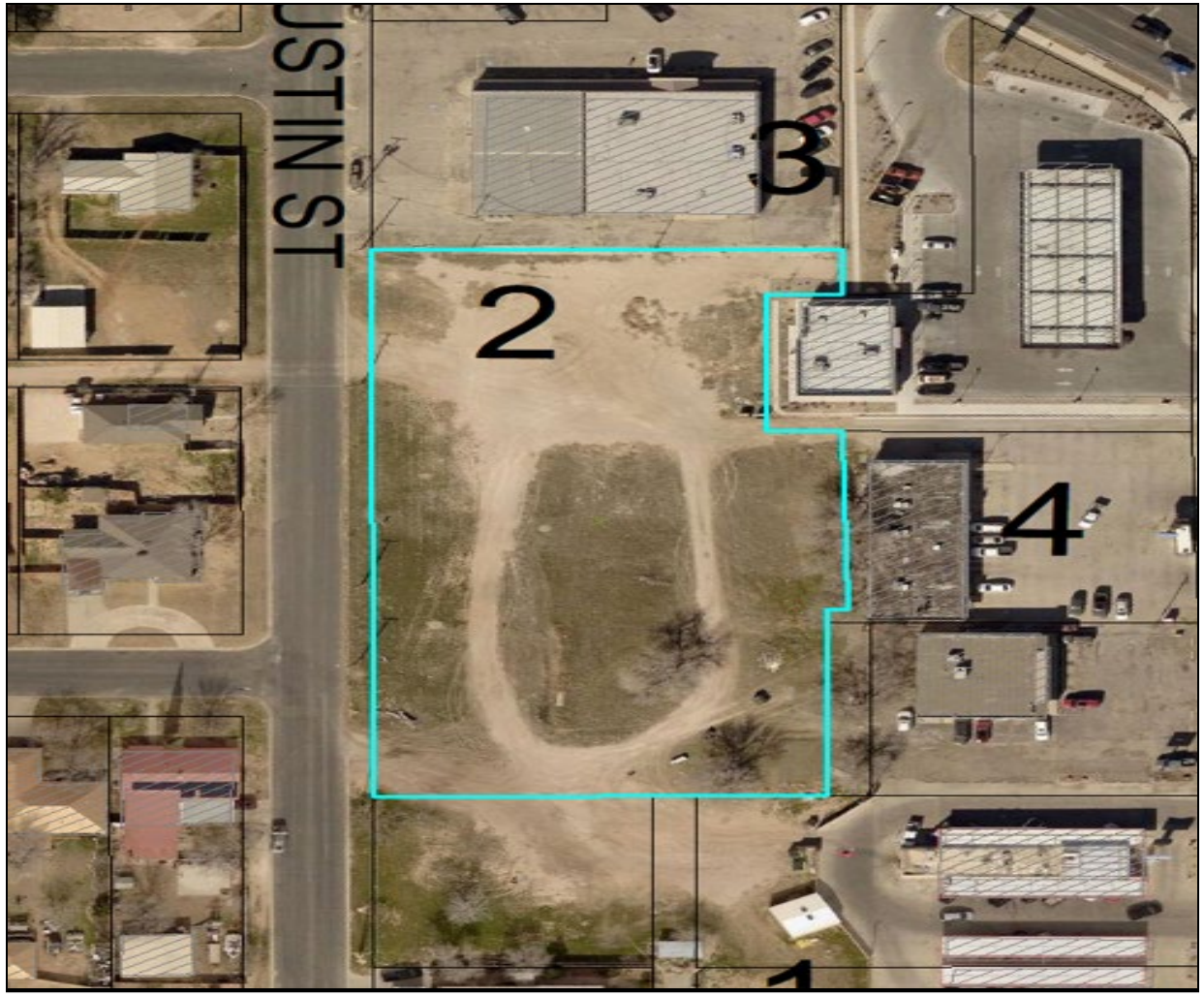
ZONING

- **Current Zoning:** MF-16, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East:** RR, Regional Retail District
  - **South:** PD, Planned Development District for an Office Center
  - **West:** SF-1, Single-Family Dwelling District
  - **Proposed Zoning:** O-1, Office District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/East:** Retail Stores and Shops
  - **South:** Vacant Land
  - **West:** Single-Family Housing
- **Proposed Use:** Offices and Shops



MIDLAND
Be the Energy!

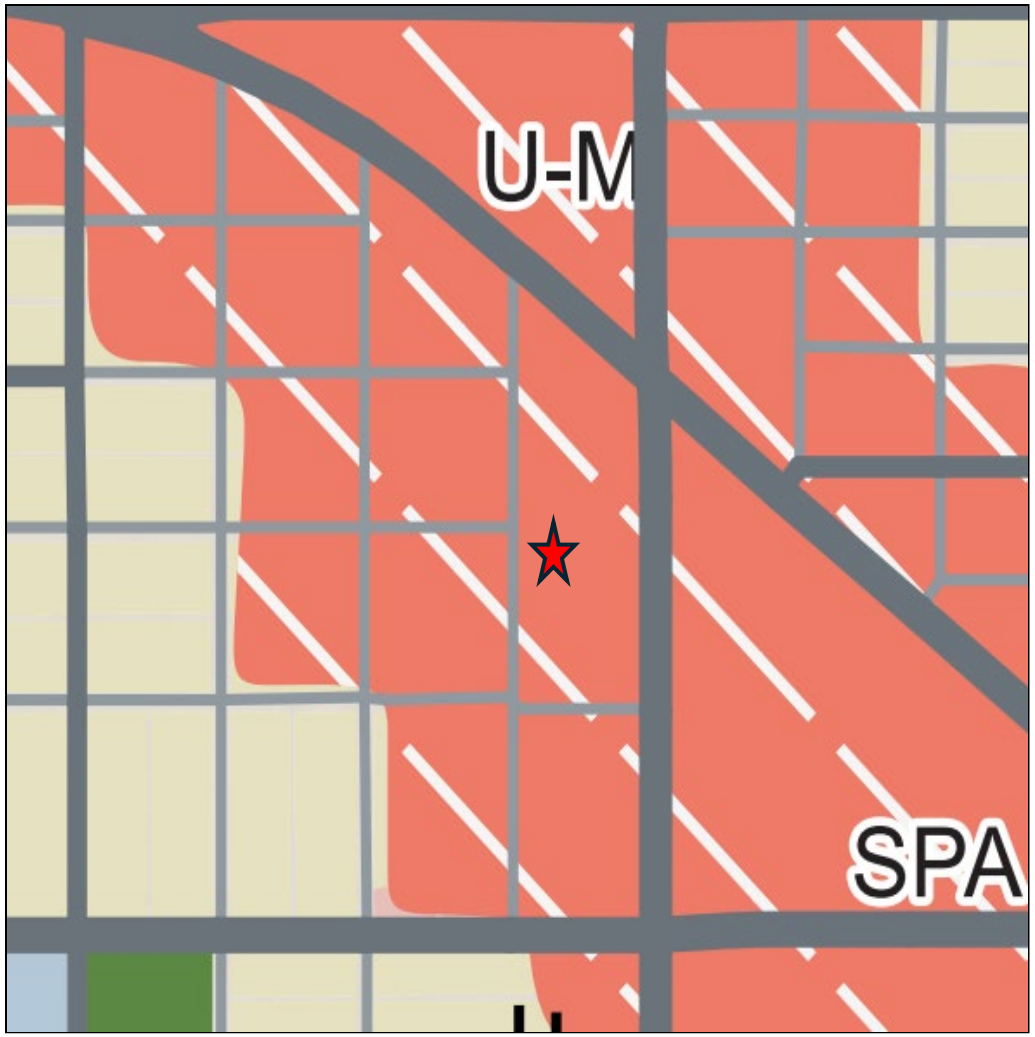
On Austin Street, Looking East

COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area

  Supported Uses: This is a special study area and there are no policies established for this location.

- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- The Planning & Zoning Commission recommended approval of this request on December 15, 2025.
- Staff recommends approval of this request.

MISSION

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

City Council Meeting

Item Number: 17.
Meeting Date: January 13, 2026
To: City Council
From: Landon Ochoa, Planning Division Manager
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 68, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER AND TRANSITION DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST ILLINOIS AVE, APPROXIMATELY 130 FEET WEST OF NORTH I STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
Gary Glasscock is requesting this zone change for the operation of a bakery on the property located at 1605 W Illinois.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for an Office Center and Transition District

Surrounding Zoning and Land Use:

The properties to the north, east, and west are zoned PD, Planned Development District for an Office Center and Transition District and are the locations of residences and a realty business. The property to the south is zoned O-1, Office District and is the location of a residences.

Analysis:

The applicant wants to change the use of the property from a residence to a bakery. But the Planned District, which regulates the property, requires that a site plan be approved in the same manner as a zone change. This means that the Planned District must be amended to include what has been developed on the property before a new certificate of occupancy can be issued.

The request is compatible with the Tall City Tomorrow Comprehensive Plan as it designates this area as Urban-Medium (U-M) which call for a mix of complementary uses.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this request subject to the following conditions:

Conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A. To the extent that the site plan depicts a tract of land other than the

Property, the site plan shall be of no force or effect.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

Application
Site Plan
Maps
Aerial
Site Photo
PowerPoint Presentation

Attachments:

A. ORDINANCE W/EXH - Z-25-0458.PDOC,TD to Amended PDOC,TD Ord w Exh
B. Z-25-0458, Combined Docs (1)
C. CC - 1605 W Illinois Ave Amended PD

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3, Block 68, West End Addition, City and County of Midland, Texas (the "Property"), to an amended PD, Planned Development District for an Office Center and Transition District and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center and Transition District to an amended PD, Planned Development District for an Office Center and Transition District.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

> That the Property shall significantly conform to the site plan attached hereto as Exhibit A. To the extent that the site plan depicts a tract of land other than the Property, the site plan shall be of no force or effect.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

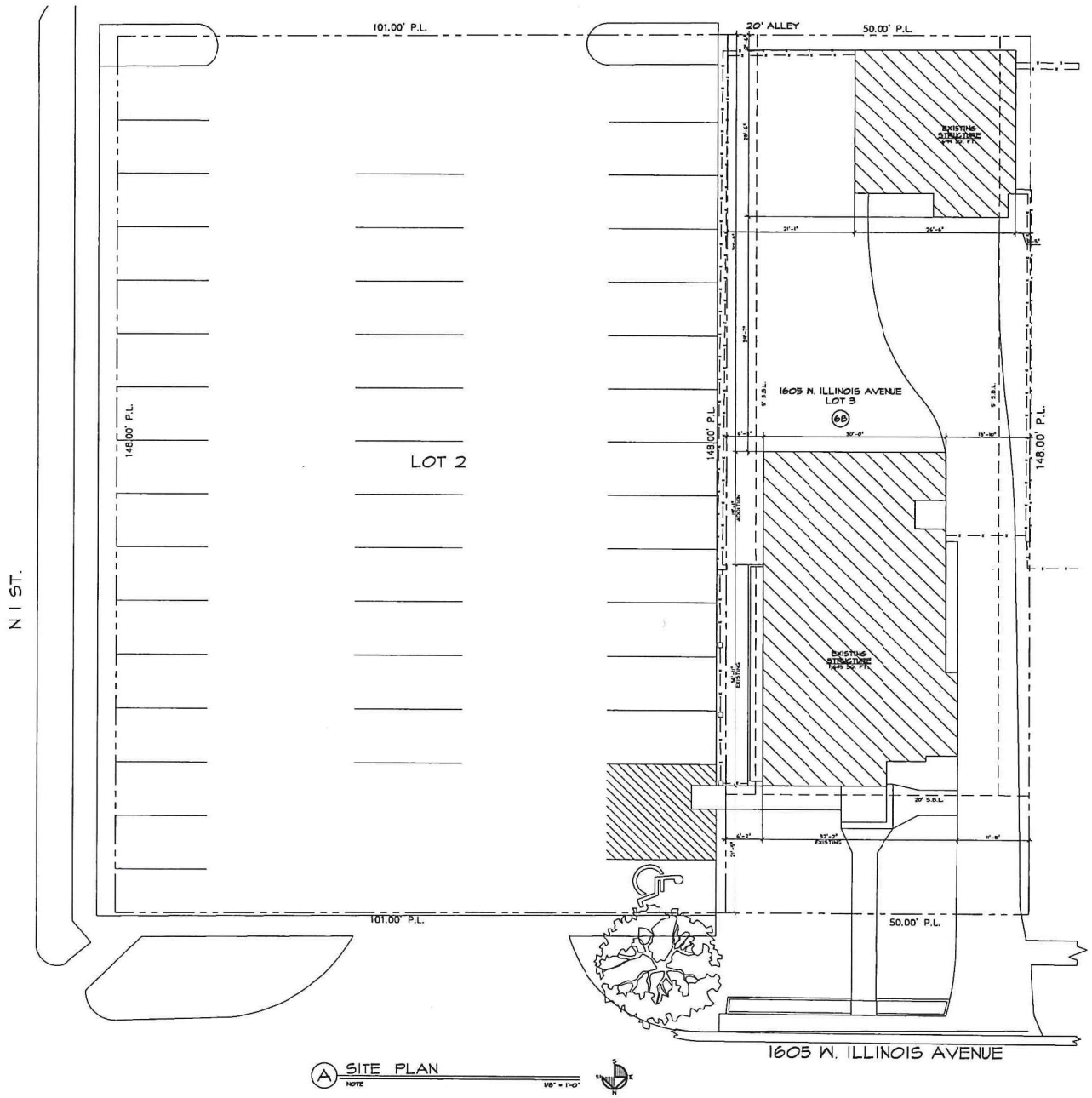
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A


101.00' P.L.
20' ALLEY
50.00' P.L.
N I ST.
148.00' P.L.
LOT 2
1605 N. ILLINOIS AVENUE
LOT 3
EXISTING STRUCTURE
1,428 SQ. FT.
EXISTING STRUCTURE
1,428 SQ. FT.
20' S.B.L.
101.00' P.L.
50.00' P.L.
1605 W. ILLINOIS AVENUE
A SITE PLAN
NOTE
1/8" = 1'-0"
SITE PLAN FOR:
1605 W. ILLINOIS AVE
1605 N. ILLINOIS AVE
GREENWOOD
TEXAS
DRAWN BY: JAH
BY:
DRAFTING & DESIGN
P.O. BOX 7462, MIDLAND, TX. 79708
CELL: (432) 425-5247
EMAIL: jmartink@gmail.com
SHEET NO.
S-1
OF 15 SHEETS

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lacey Baroussett		Phone (432) 269-9851 Email thegoldenwhisk cookies@gmail.com	
Address 2502 Standolind	City Midland	State TX	Zip 79705

Property Owner Printed Name: Gary M. Glasscock		Phone (432) 553-5058 Email frontdesk2@etgaar.com	
Address 203 W. Wall #1200	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1605 W. Illinois

Legal Description
Lot: 3 Block: 68 Subdivision: West End Addition

Current Zoning: residential

Proposed Zone: amended PD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Open a small bakery

Present Use of Property: residence

Proposed Use of Property: bakery

How would this zone change affect the public health, safety and welfare? n/a

Describe how conditions affecting the property have changed since present zoning designation: several properties in the area are now commercial as well

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Lacey Bavousett	Date: 12/5/2025
Applicant (printed): Lacey Bavousett	
Property Owner (signature):	Date: 12/5/2025
Property Owner (printed) : Gary Glasscock	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

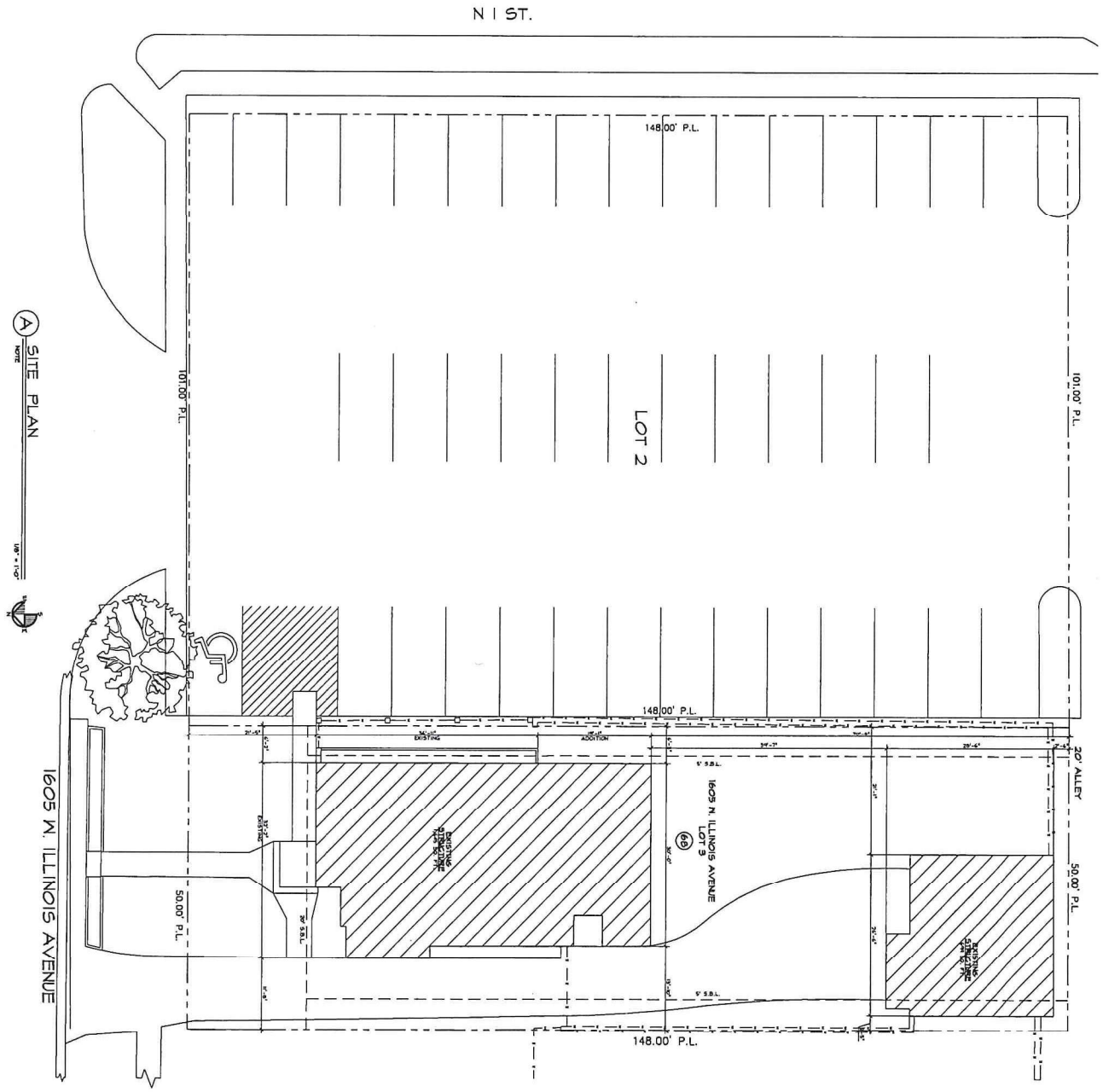
☐ Property Owner Authorization ☐ Dimensioned Site Plan

☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check #_____

Received By: Date:

****Application will not be considered for scheduling until reviewed by a planner.****



SHEET NO. S-1 OF 15 SHEETS

BY: DRAFTING & DESIGN
P.O. BOX 7452 MIDLAND, TX. 79708
CELL: (432) 425-5297
EMAIL: jmertink@gmail.com

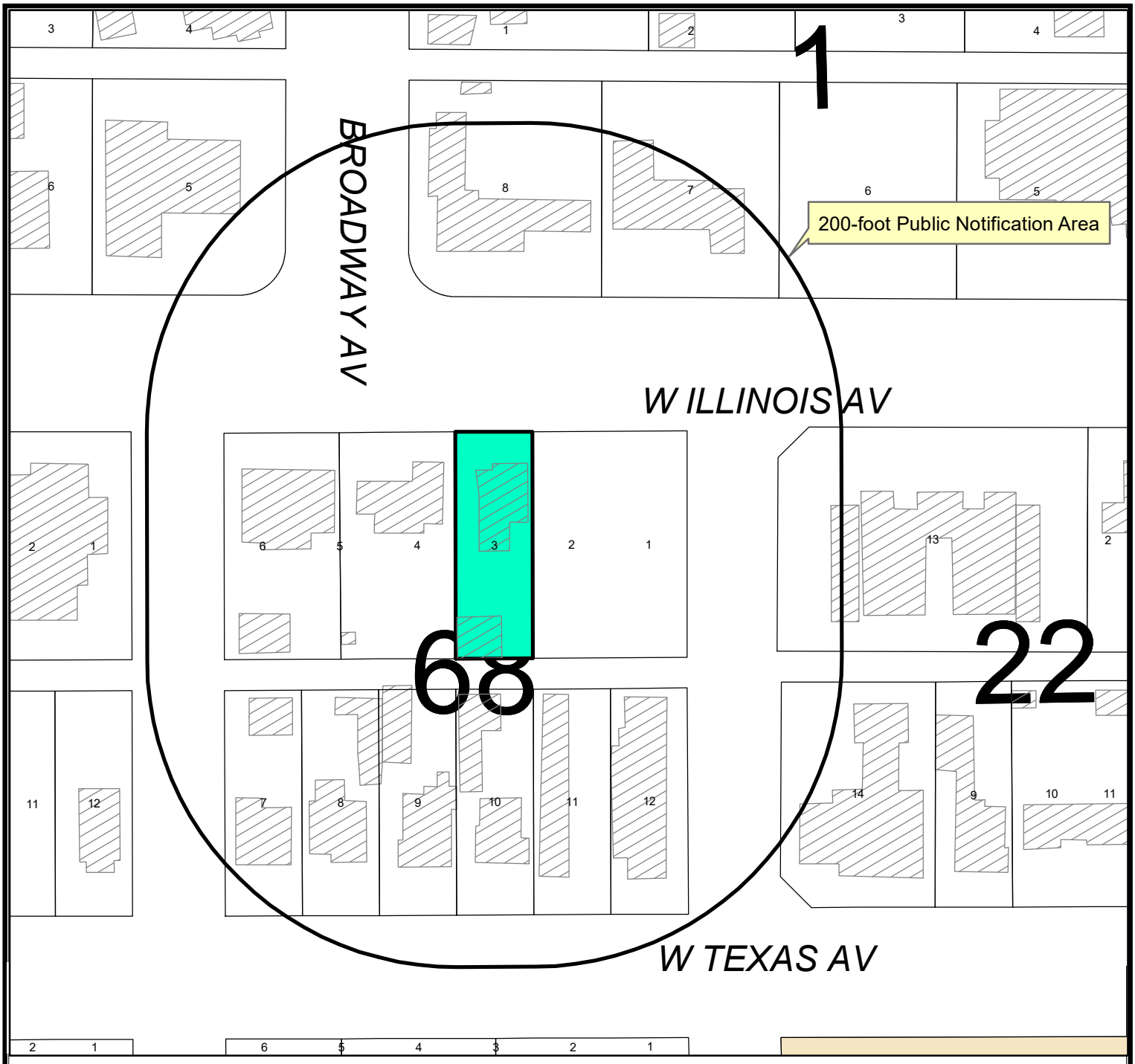
© COPYRIGHT, J M DRAFTING & DESIGN 2025 FEDERAL COPYRIGHT PROTECTION EXTENDING TO DERIVATIVE PLANS, IS APPLICABLE TO INTENTIONAL OR UNINTENTIONAL INFRINGEMENTS AND CARRIES SPECIFIC STATUTORY DAMAGES BOTH CIVIL AND CRIMINAL. UNAUTHORIZED REPRODUCTION IN ANY FORM IS STRICTLY PROHIBITED AND FORBIDDEN.

SITE PLAN FOR: 1605 W. ILLINOIS AVE
1605 W. ILLINOIS AVE
GREENWOOD TEXAS

JOB # JM22062

DATE ISSUED: NOV. 26, 2025
REVISED:

DRAWN BY: JAM



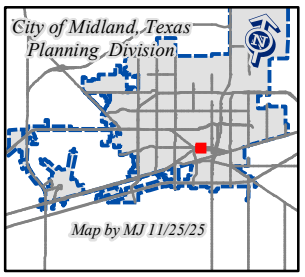
Location Map

Z-25- **Scale: 1" = 93'**

Consider a request by Gary Glasscock for a zone change from PD, Planned Development District for an Office Center and Transition District, to an amended PD, Planned Development District for an Office Center and Transition District on Lot 3, Block 68, West End Addition, City and County of Midland, Texas.
Generally located on the south side of West Illinois Ave, approximately 130 feet west of North I Street. (Council District 3)

LEGEND

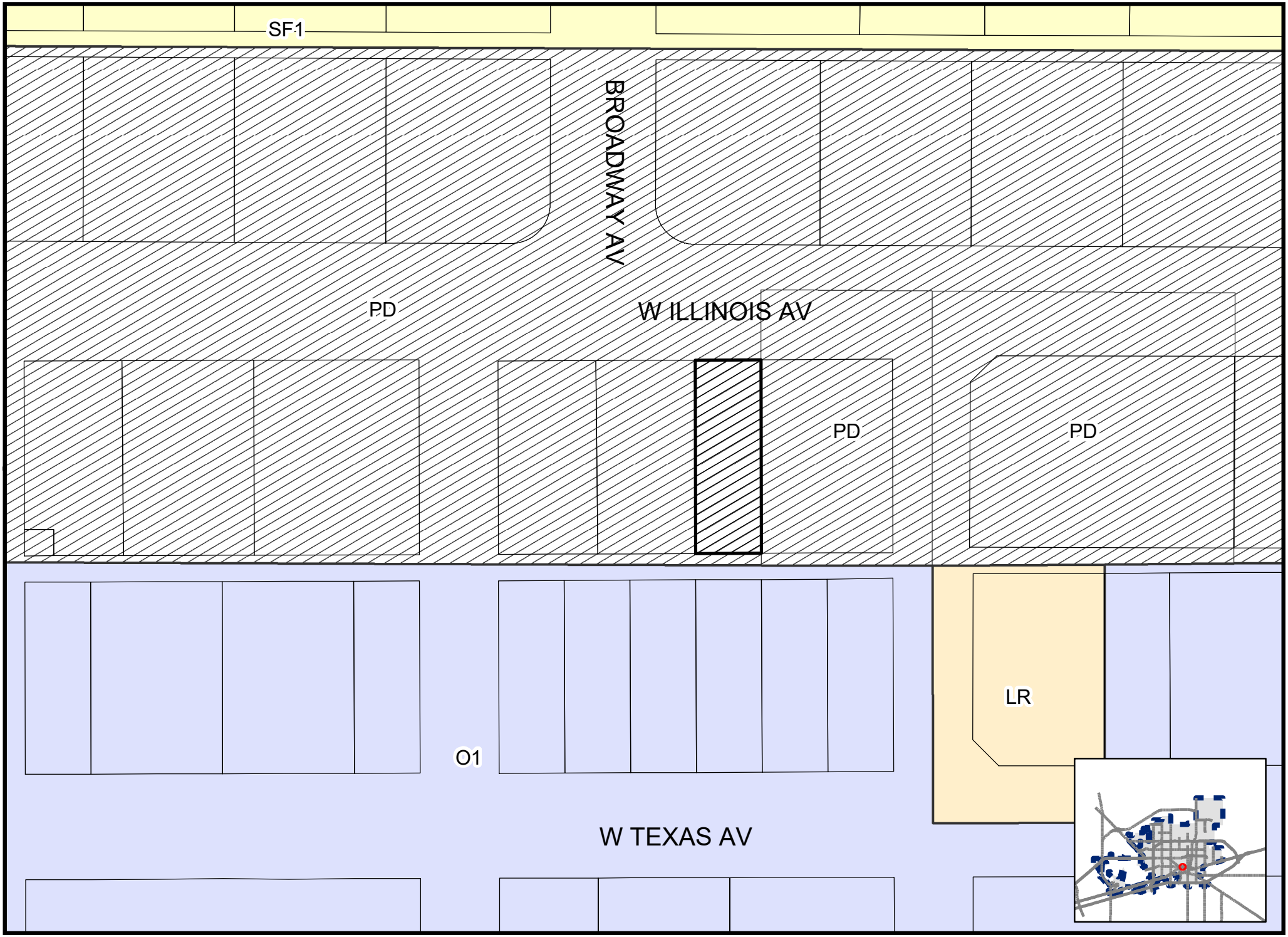
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



Map by MJ 11/25/25

Z-

Scale: 1" = 92'

ZONING MAP

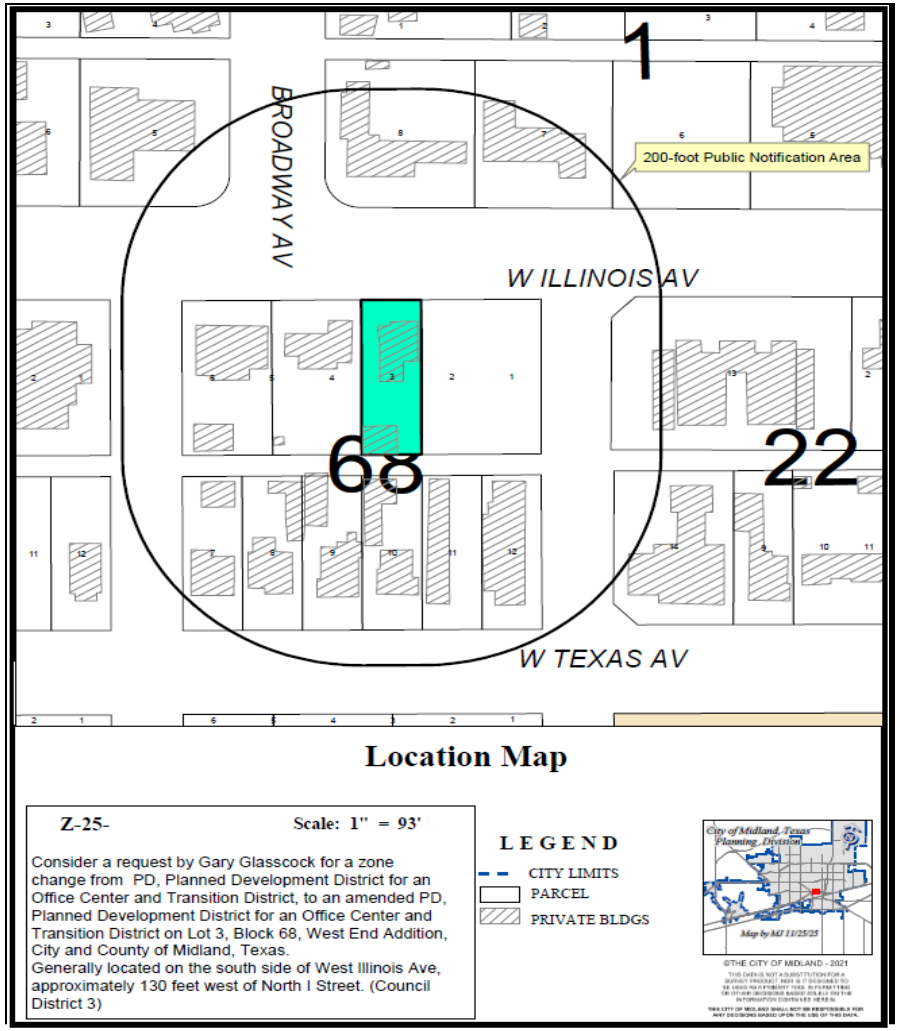
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON THIS

1700
BROADWAY
8
1501
1511
1601
1605
1607
1611
1701
J N
I N
6
1502
1506
1510
201
1602
1604
1606
1608
1610

MIDLAND
Be the Energy!
ITEM
ZONE CHANGE
1605 W ILLINOIS AVE
Visit Our Website
MIDLANDTEXAS.GOV

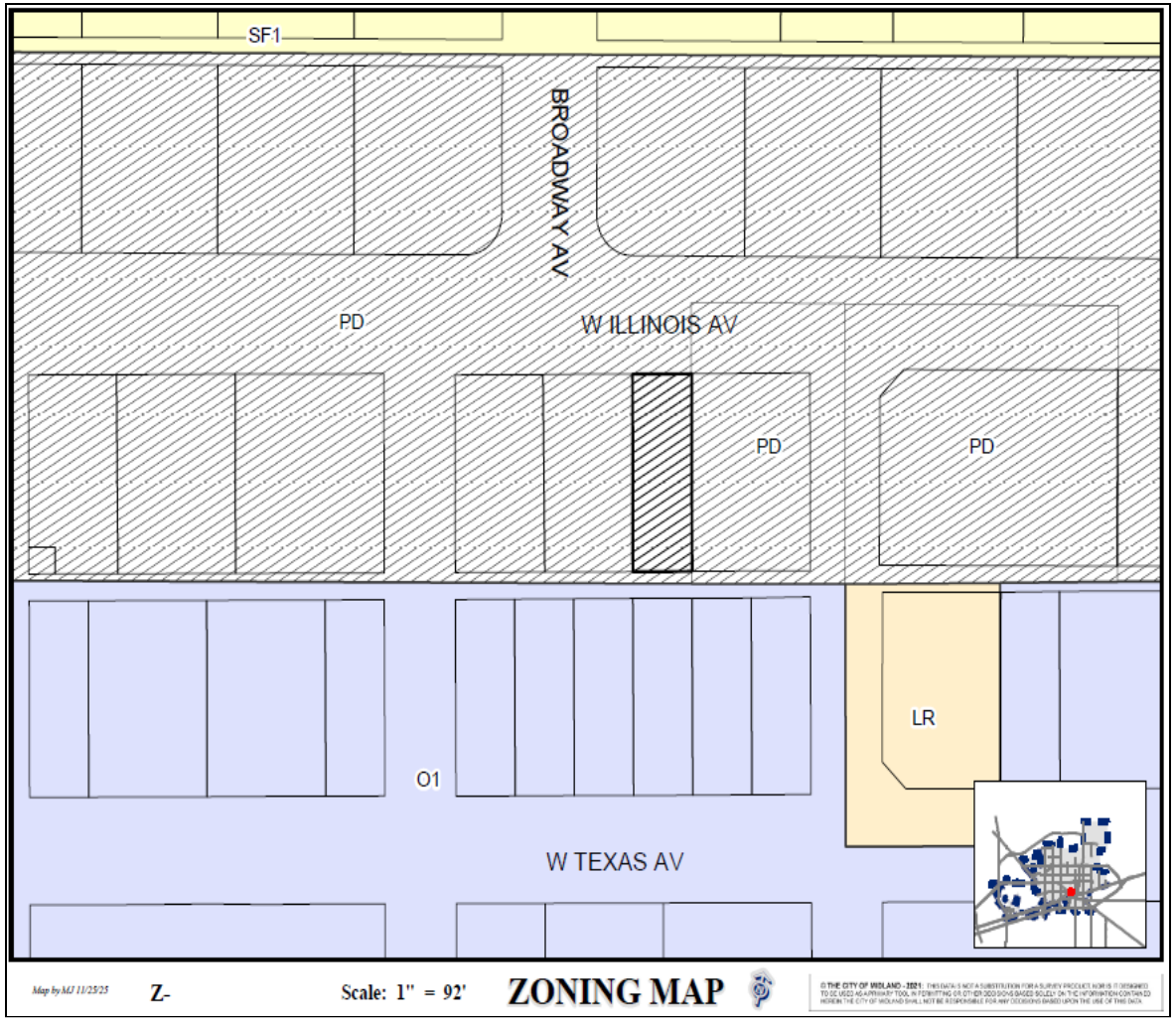
APPLICATION SUMMARY

- **Applicant:** Lacy Bavousett
- **Property Owner:** Gary Glasscock
- **Location:** 1605 W Illinois Ave (District 3)
- **Reason for Request:** Applicant wants to make the existing residence on the property into a bakery



ZONING

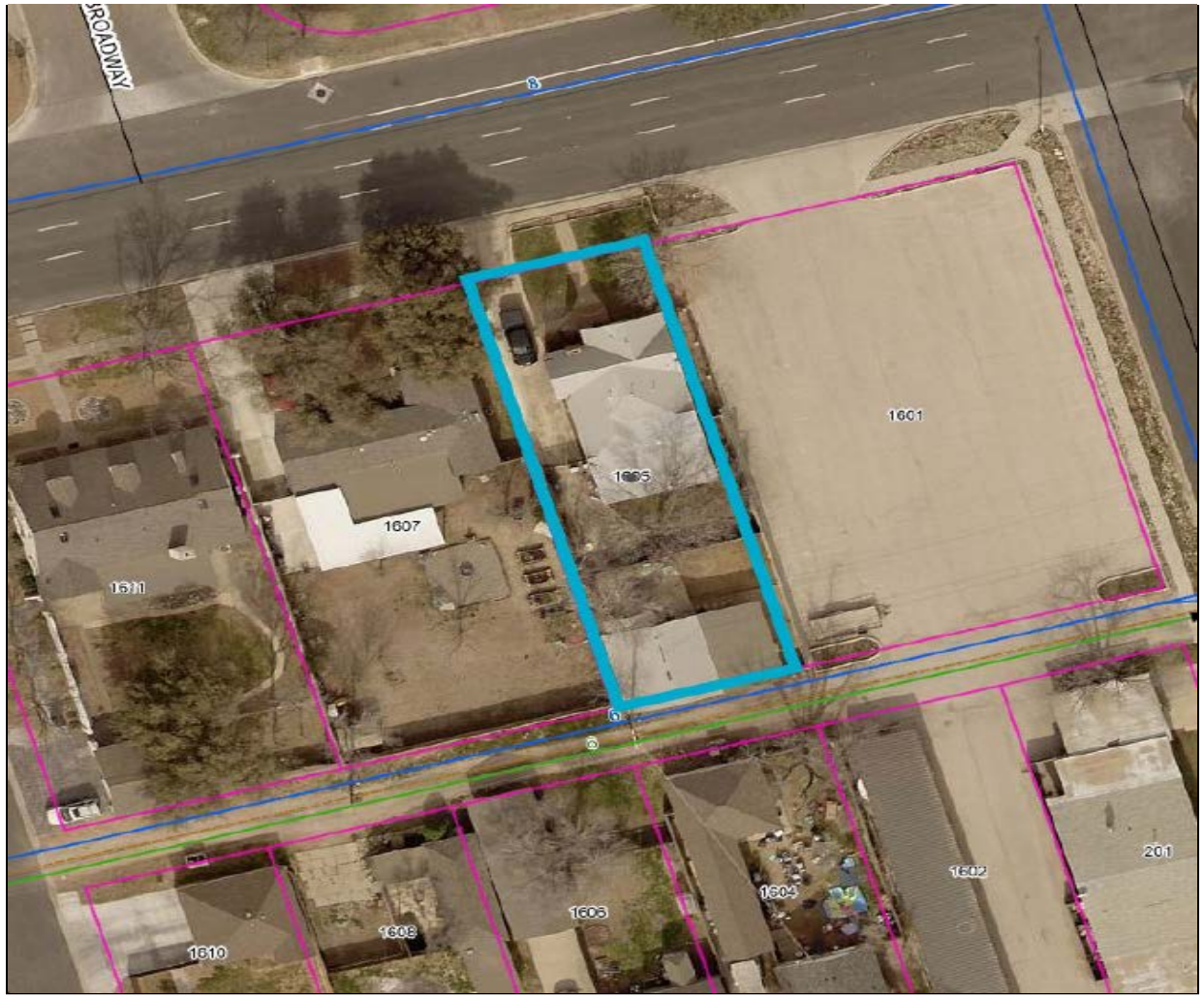
- **Current Zoning:** PD, Planned Development District for Office Center and Transition District
- **Surrounding Zoning:**
  - **North & West:** PD, Planned Development District for Office Center and Transition District
  - **East:** PD, Planned District for a Transition District
  - **South:** O-1, Office District
- **Proposed Zoning:** Amended PD, Planned Development District for Office Center and Transition District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Residence
- **Surrounding Uses:**
  - **North, South, West:** Residences
  - **East:** Parking Lot
- **Proposed Use:** Bakery Shop



4

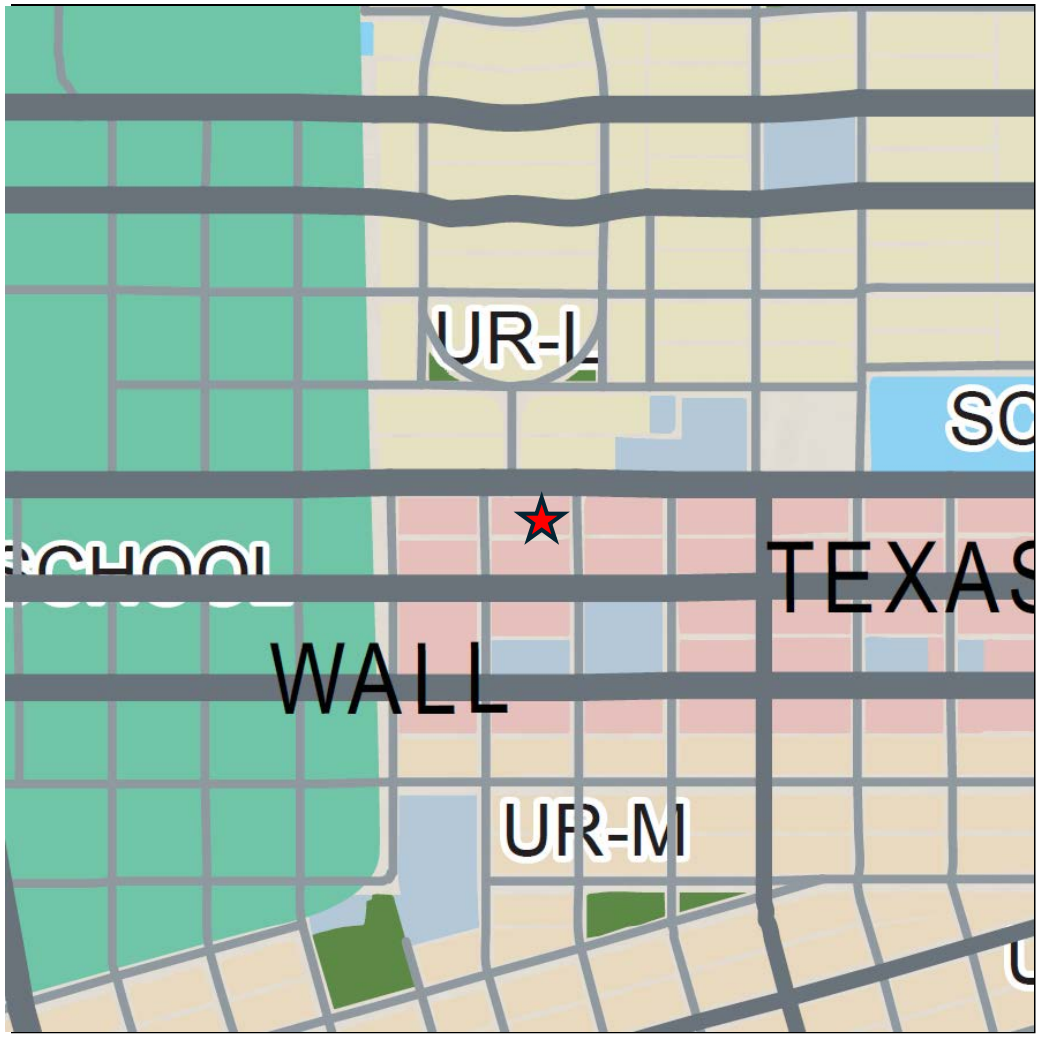
On West Illinois Ave, Looking South

6

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Medium (U-M)
- **Supported Uses:** Supports a mix of complementary uses both residential and nonresidential
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on December 15, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A. To the extent that the site plan depicts a tract of land other than the Property, the site plan shall be of no force or effect.

MISSION

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

City Council Meeting

Item Number: 18.
Meeting Date: January 13, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.173-ACRE TRACT OF LAND OUT OF BLOCK 27, MORNINGSIDE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND WEST SCHARBAUER DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
Skyline Civil Group, on behalf of Judy Moreland, is requesting a Zone Change from O-1, Office District to LR, Local Retail District to develop a laundry facility at a property located at 2200 North Main Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

O-1, Office District

Surrounding Zoning and Land Use:

The property to the north is zoned O-1, Office District, and is vacant land. The property to the east is zoned SF-2, Single-Family Dwelling District, and is a single-family dwelling. The property to the west is zoned O-1, Office District and is a childcare facility. The property to the south is zoned LR, Local Retail District, and is vacant land.

Analysis:

The subject property is located at 2200 North Main Street and is currently zoned O-1, Office District. Skyline Civil Group, on behalf of Judy Moreland, is seeking a zone change to LR, Local Retail District, in order to open a laundry facility. A laundry facility is not a permitted use for the O-1, Office District, which is why a zone change is needed. Approval of the rezone would allow the applicant to operate their business of fabrics and linens cleaning shop under the Laundry, Dry-Cleaning Drop-Off/Pick-Up use, which is a permitted use in the LR, Local Retail District zoning, while still staying away from introducing an intense zoning district such as C, Commercial District to an area surrounded by residential and lower-dense zoning districts. The business will be required to have a masonry screening wall where the site directly abuts residential.

This is consistent with the Tall City Tomorrow Future Land Use Plan, Chapter 3; which designated this area as U-M, Urban Medium. This designation calls for any single-family dwelling district, townhouse district, office district, and local retail district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from O-1, Office District to LR, Local Retail District.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

A. ORDINANCE W/EXH - Z-25-0444.O-1 to LR Ord
B. Z-25-0444, Combined Files
C. CC- - 2200 N Main St -

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.173-acre tract of land out of Block 27, Morningside Addition, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-1, Office District to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

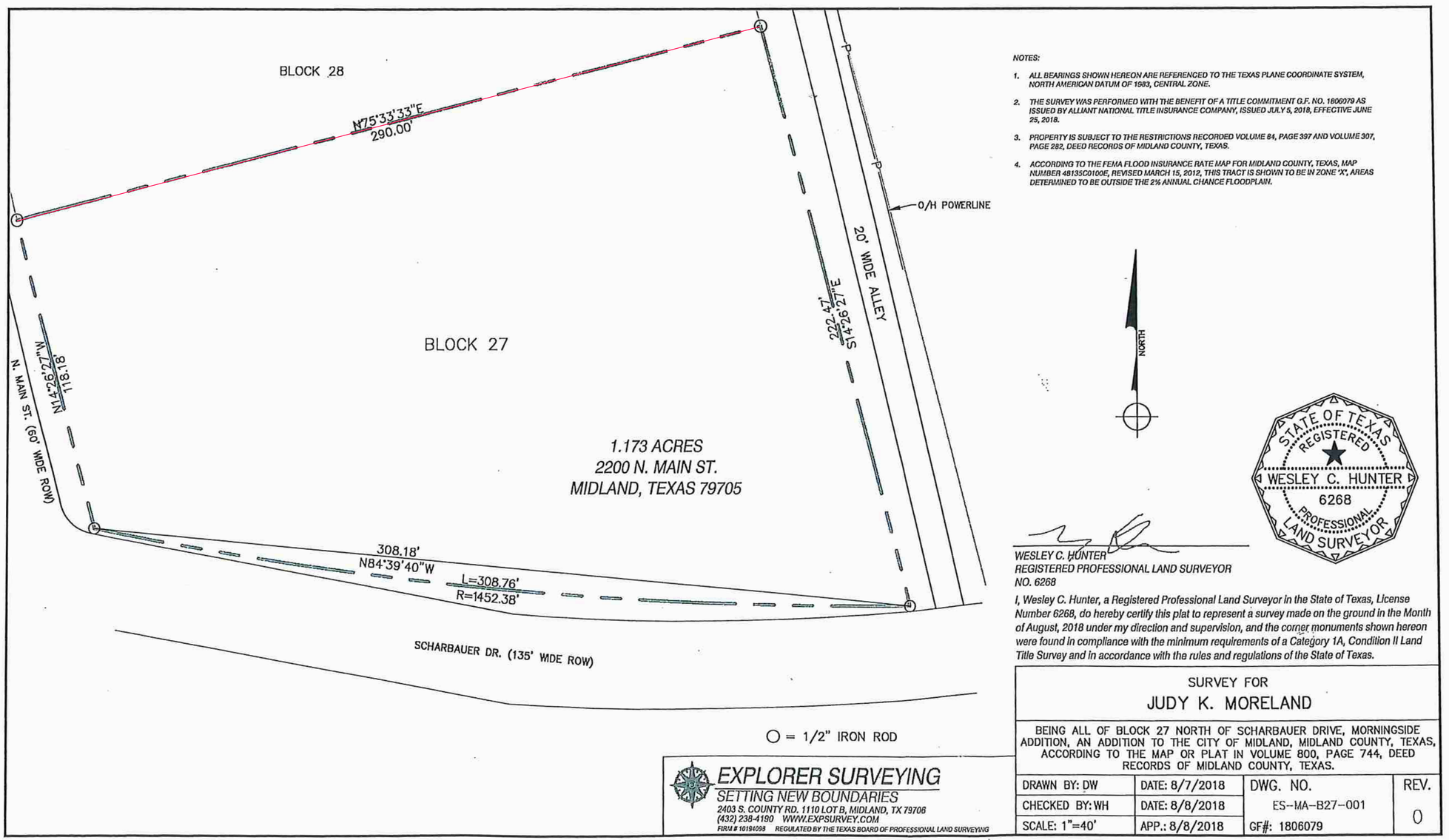
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE.
2. THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO. 1806079 AS ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, ISSUED JULY 5, 2018, EFFECTIVE JUNE 25, 2018.
3. PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED VOLUME 84, PAGE 397 AND VOLUME 307, PAGE 282, DEED RECORDS OF MIDLAND COUNTY, TEXAS.
4. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR MIDLAND COUNTY, TEXAS, MAP NUMBER 48135C0100E, REVISED MARCH 15, 2012, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN.

STATE OF TEXAS
REGISTERED
WESLEY C. HUNTER
6268
PROFESSIONAL
LAND SURVEYOR

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of August, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas.

EXPLORER SURVEYING
SETTING NEW BOUNDARIES
2403 S. COUNTY RD. 1110 LOT B, MIDLAND, TX 79706
(432) 238-4190 WWW.EXPSURVEY.COM
FIRM # 10194093 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

SURVEY FOR
JUDY K. MORELAND

BEING ALL OF BLOCK 27 NORTH OF SCHARBAUER DRIVE, MORNINGSIDE ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT IN VOLUME 800, PAGE 744, DEED RECORDS OF MIDLAND COUNTY, TEXAS.

DRAWN BY: DW	DATE: 8/7/2018	DWG. NO. ES--MA-B27--001	REV. 0
CHECKED BY: WH	DATE: 8/8/2018		
SCALE: 1"=40'	APP.: 8/8/2018	GF#: 1806079	

EXHIBIT A

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Stephen T. Marcum		Phone (432) 685 1226 Email smarcum@skylinecivilgroup.com	
Address 3323 N. Midland Drive; STE 113-166	City Midland	State TX	Zip 79707

Property Owner Printed Name: Judy Moreland		Phone (432) 685 1226 Email 432 685 1226	
Address 1403 Golf Course Road	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Skyline Civil Group Printed Name: Stephen T. Marcum		Phone (432) 685 1226 Email smarcum@skylinecivilgroup.com	
Address Same as Above	City	State	Zip

Street Address: 2200 N. Main Street; Midland, TX

Legal Description
Lot: Portion of Block: 27 Subdivision: Morningside

Current Zoning: O1	**Proposed Zone:** LR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To allow a Commercial Laundry Facility

Present Use of Property: Vacant

Proposed Use of Property: Commercial Laundry Facility

How would this zone change affect the public health, safety and welfare? N/A - no concerns about public safety

Sonshine Laundry will employee higher skilled special needs young people, and will be a great benefit to the community.

Describe how conditions affecting the property have changed since present zoning designation: No change, has remained vacant, O1 Zoning mainly adjacent / SF2 to east, screening required likely per code.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date 08.15.25
Applicant (printed): Stephen T. Marcum	
Property Owner (signature): Judy Moreland	Date: 08.15.25
Property Owner (printed) : Judy Moreland	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Stephen T. Marcum who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Judy Moreland, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 16th day of August, 2025, to certify which witness my hand and seal of office.

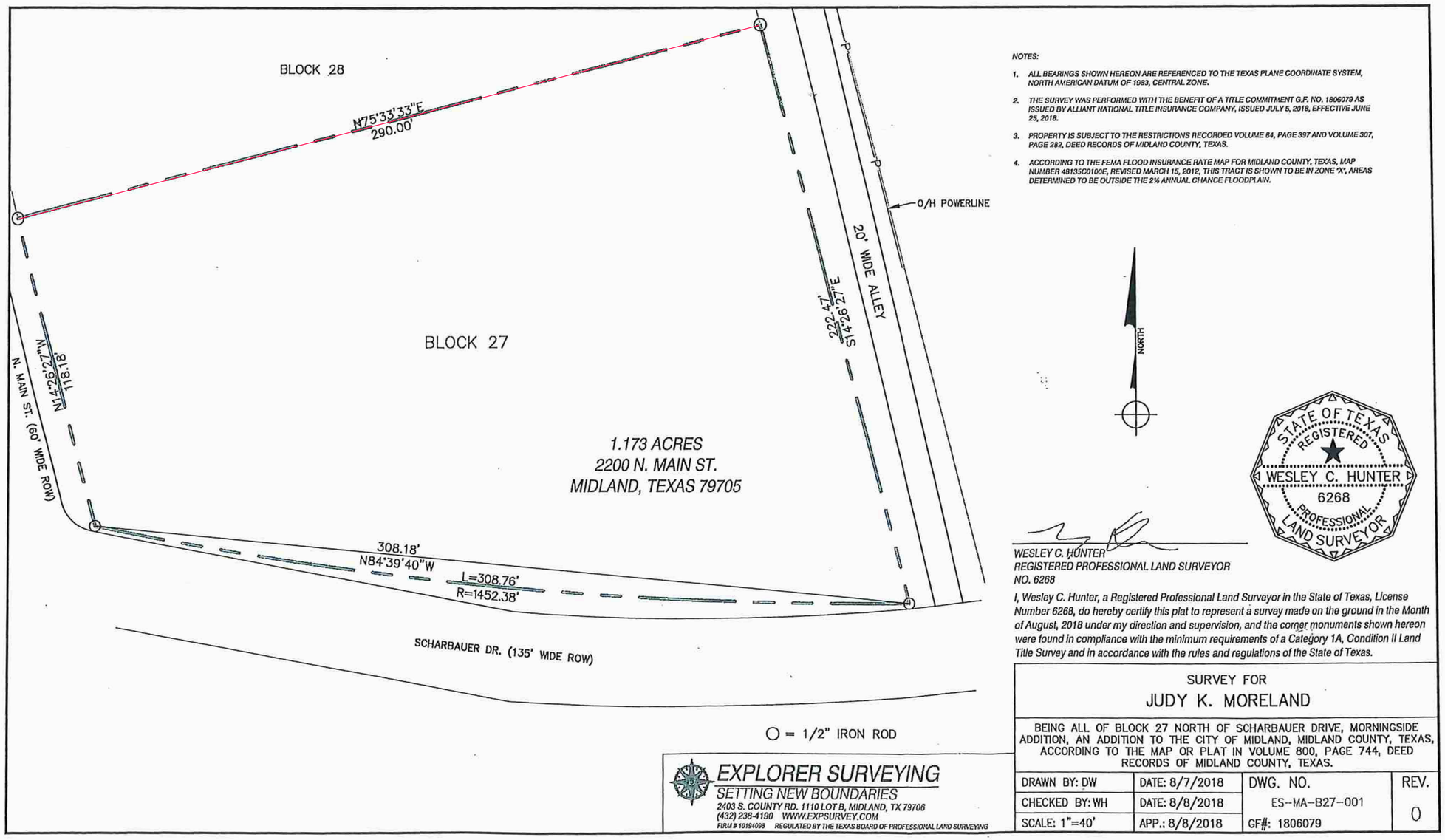
JOYCE LYNN SPARGUR
Notary ID #134446599
My Commission Expires
July 11, 2027

NOTARY PUBLIC, ~~MIDLAND~~ Lubbock COUNTY, TEXAS
JLS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5624	
Received By:	Date: RECEIVED AUG 19 2025
	Initial: BM

****Application will not be considered for scheduling until reviewed by a planner.****



NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE.
2. THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO. 1806079 AS ISSUED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, ISSUED JULY 5, 2018, EFFECTIVE JUNE 25, 2018.
3. PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED VOLUME 84, PAGE 397 AND VOLUME 307, PAGE 282, DEED RECORDS OF MIDLAND COUNTY, TEXAS.
4. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR MIDLAND COUNTY, TEXAS, MAP NUMBER 48135C0100E, REVISED MARCH 15, 2012, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE FLOODPLAIN.

STATE OF TEXAS
REGISTERED
WESLEY C. HUNTER
6268
PROFESSIONAL
LAND SURVEYOR

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of August, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas.

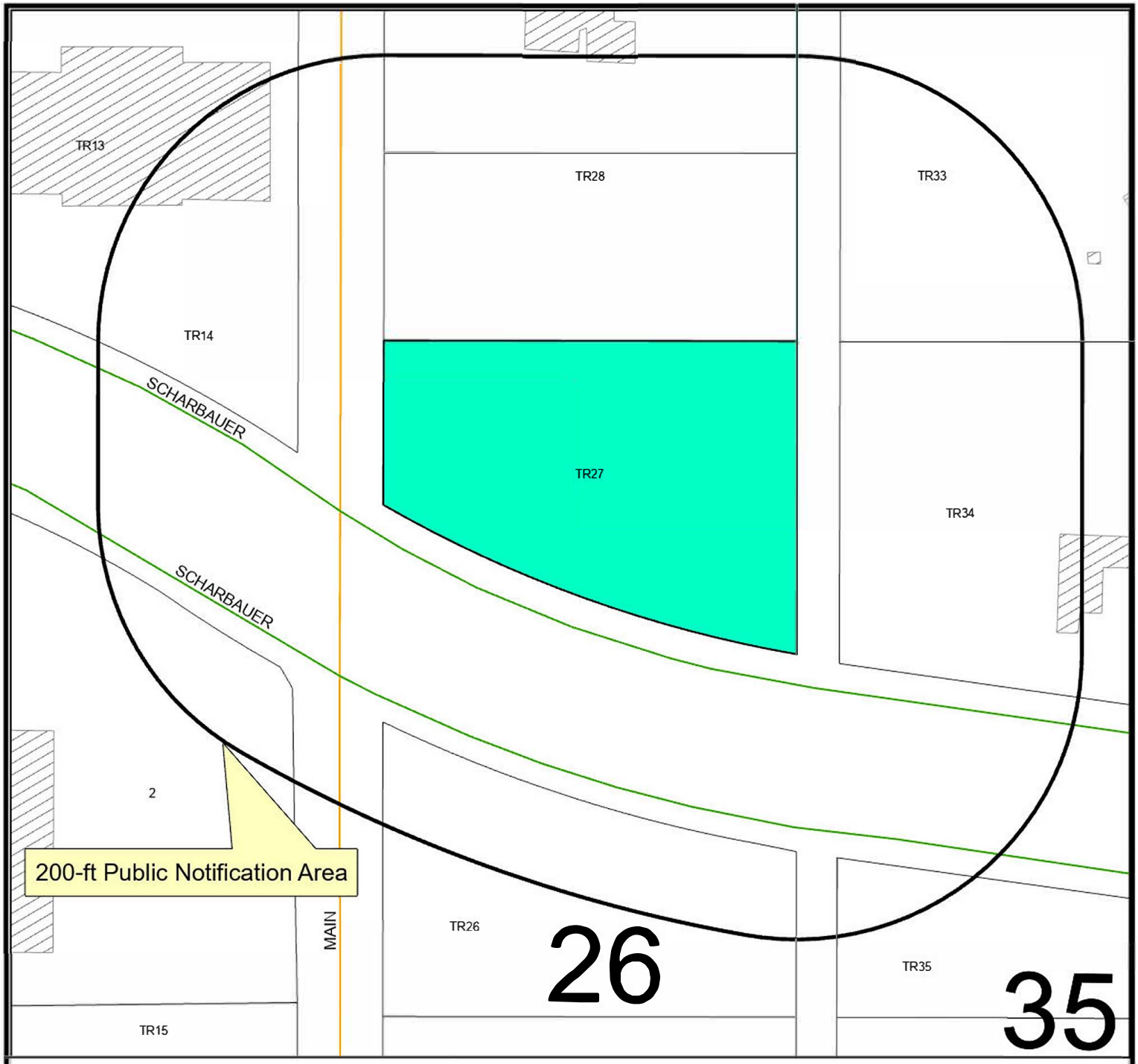
O = 1/2" IRON ROD

EXPLORER SURVEYING
SETTING NEW BOUNDARIES
2403 S. COUNTY RD. 1110 LOT B, MIDLAND, TX 79706
(432) 238-4190 WWW.EXPSURVEY.COM
FIRM # 10194098 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

SURVEY FOR
JUDY K. MORELAND

BEING ALL OF BLOCK 27 NORTH OF SCHARBAUER DRIVE, MORNINGSIDE ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT IN VOLUME 800, PAGE 744, DEED RECORDS OF MIDLAND COUNTY, TEXAS.

DRAWN BY: DW	DATE: 8/7/2018	DWG. NO.	REV.
CHECKED BY: WH	DATE: 8/8/2018	ES--MA-B27-001	0
SCALE: 1"=40'	APP.: 8/8/2018	GF#: 1806079	



Location Map

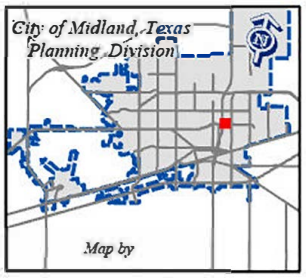
Z-25-0444 **Scale: 1" = 100 '**

Consider a request by Skyline Civil Group, on behalf of Judy Moreland, for a Zone Change from O-1, Office District, to LR, Local Retail District, on a 1.173-acre tract of land out of Block 27, Morningside Addition, City and County of Midland, Texas.

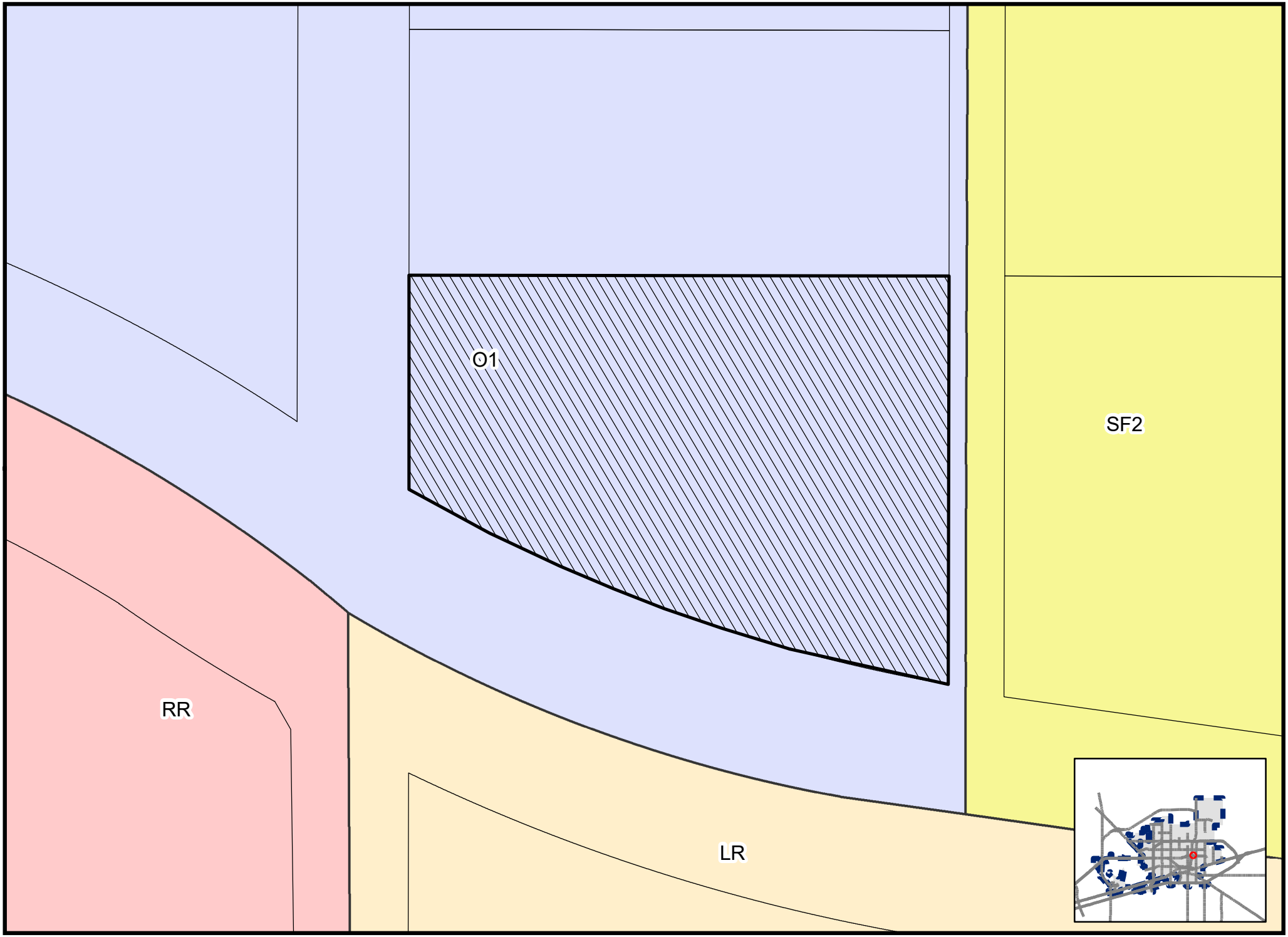
Generally located at the Northeast corner of North Main Street and West Scharbauer Drive. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



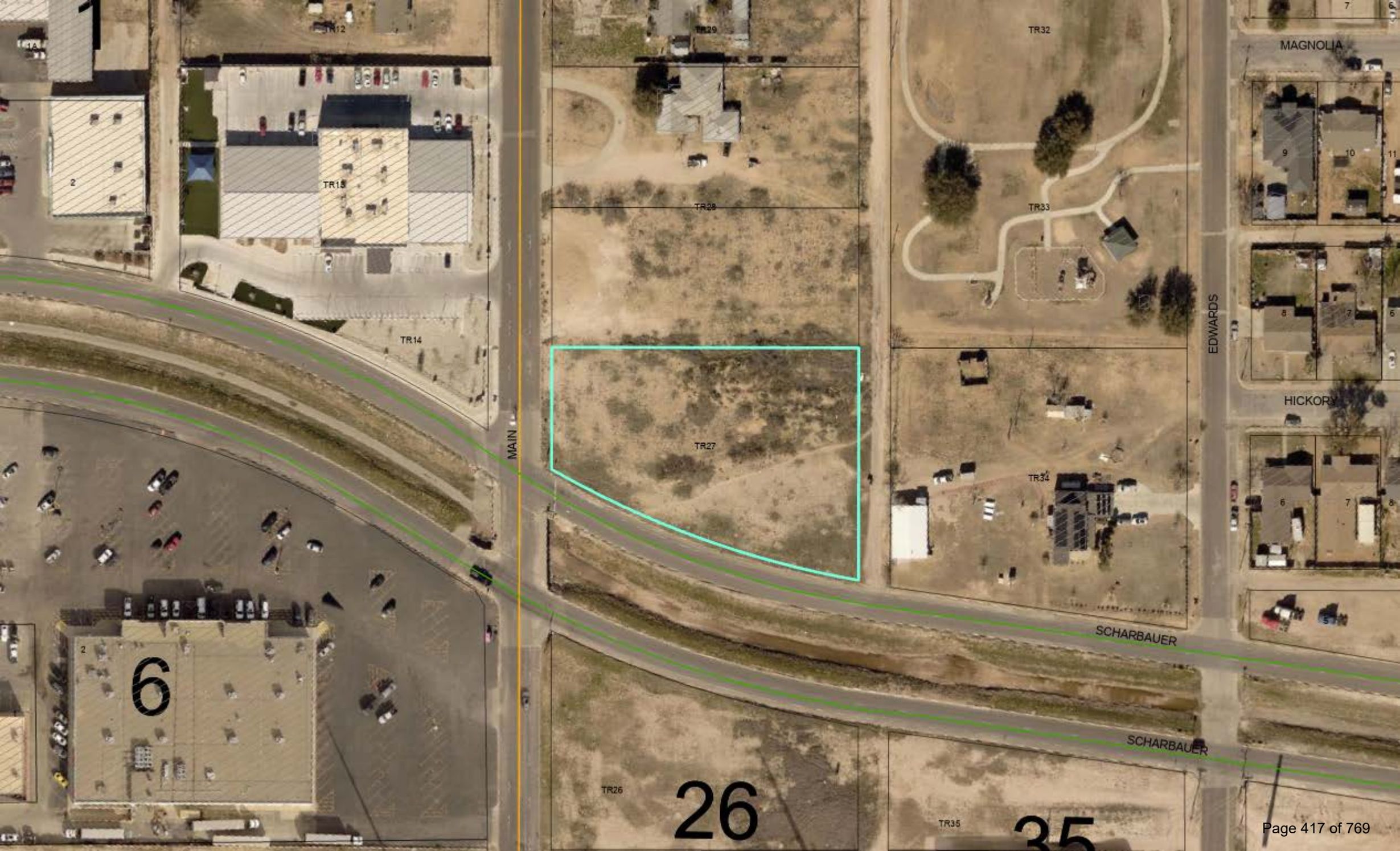
Map by BM, 11/25/2025

Z-25-0444

Scale: 1" = 65'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED THEREON.

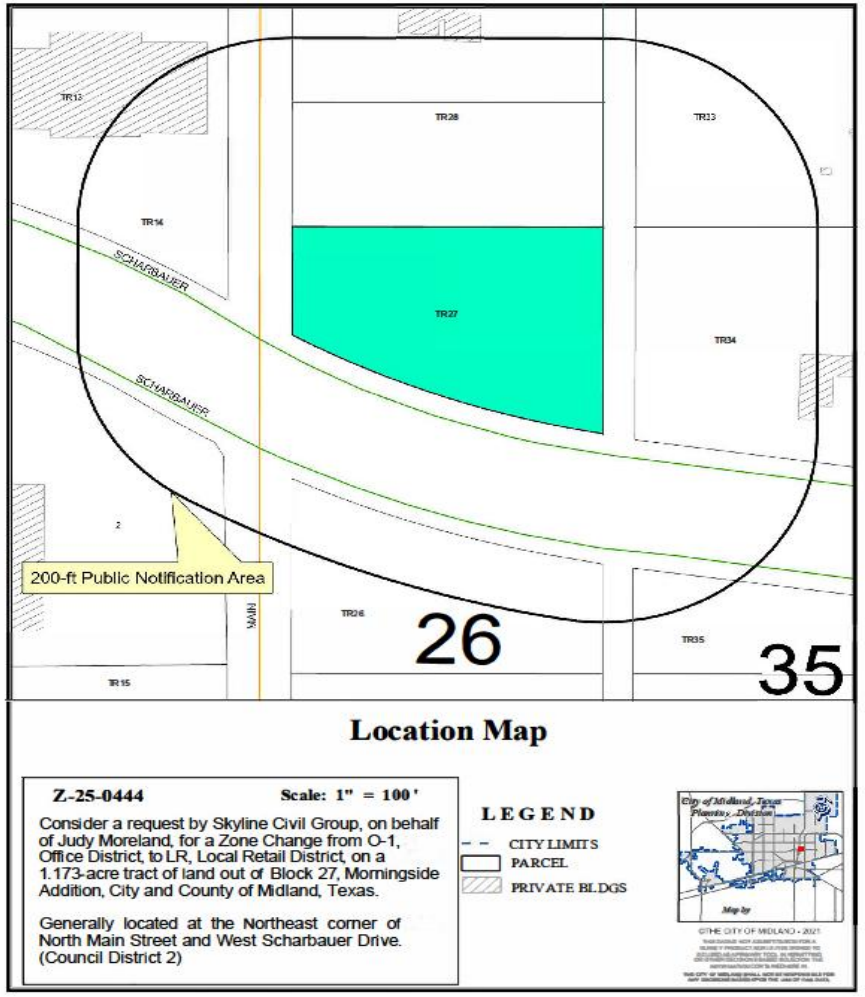

TR12
TR29
TR32
MAGNOLIA
TR13
TR28
TR33
TR14
MAIN
EDWARDS
TR27
TR34
HICKORY
SCHARBAUER
SCHARBAUER
TR26
26
TR35
35

DO NOT
ENTER

MIDLAND
Be the Energy!
ZONE CHANGE
2200 NORTH MAIN STREET
Visit Our Website
MIDLANDTEXAS.GOV

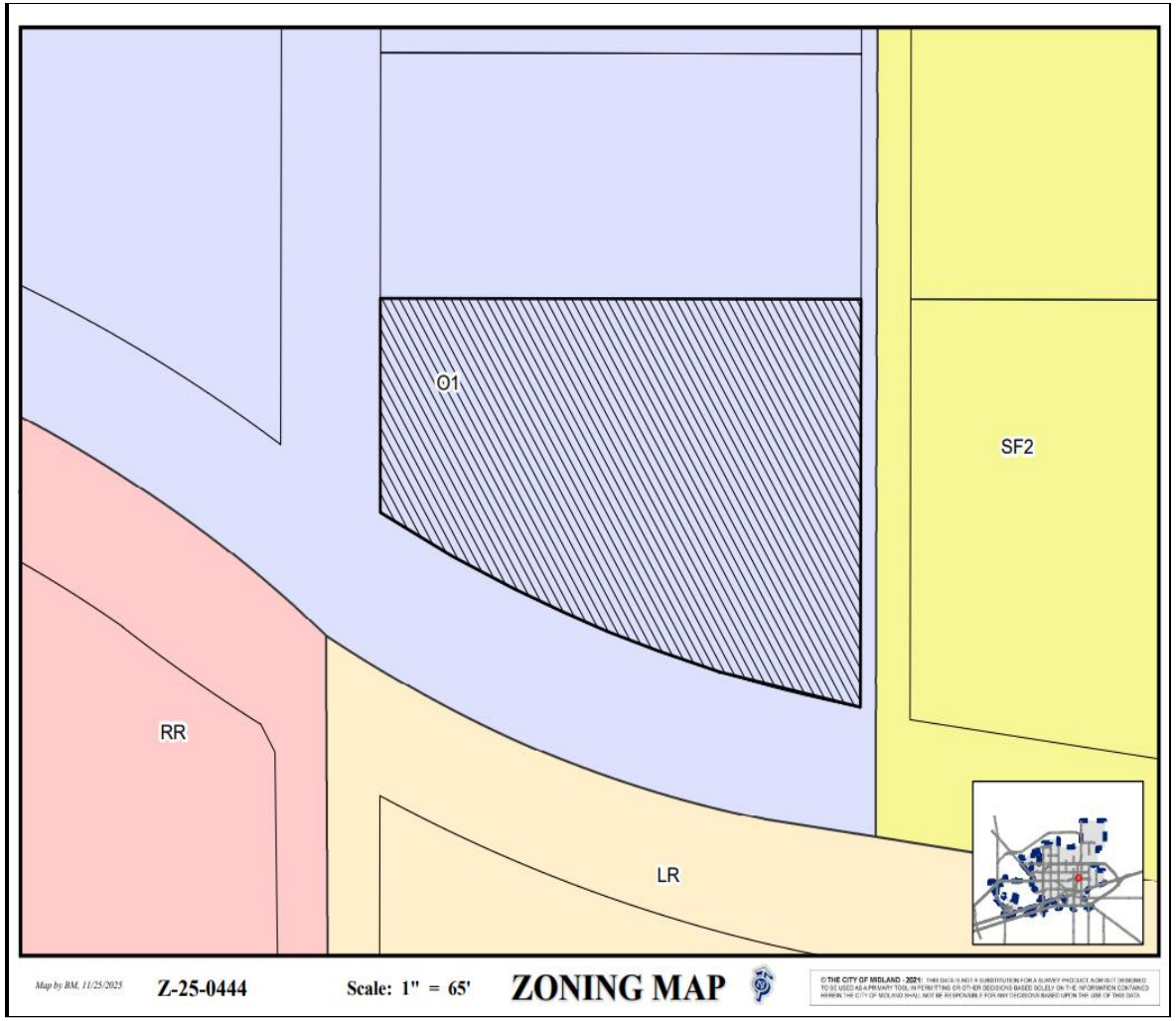
APPLICATION SUMMARY

- **Representative:** Stephen Marcum, with Skyline Civil Group
- **Property Owner:** Judy Moreland
- **Location:** 2200 North Main Street (Council District 2)
- **Reason for Request:** To develop a laundry facility



ZONING

- **Current Zoning:** O-1, Office District
- **Surrounding Zoning:**
  - **North & West:** O-1, Office District
  - **East:** SF-2, Single-Family Dwelling District
  - **South:** LR, Local Retail District
  - **Proposed Zoning:** LR, Local Retail District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North & South:** Vacant Land
  - **West:** Childcare Facility
  - **East:** Single-Family Housing
- **Proposed Use:** Laundry Facility

MIDLAND
Be the Energy!

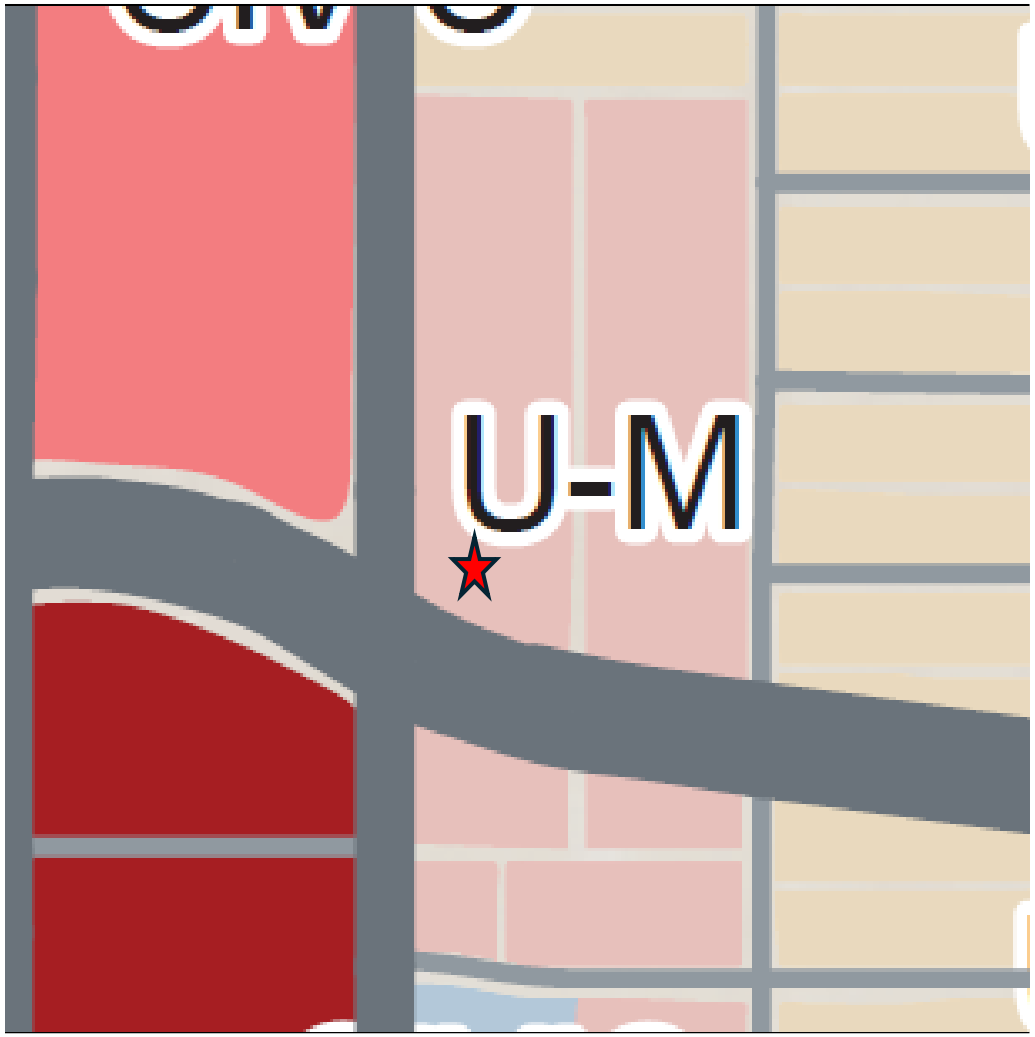
On North Main Street, Looking East

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium (U-M)
- **Supported Uses:** Supporting uses include a mix of residential use, schools, churches, and low-dense commercial.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- The Planning and Zoning Commission approved of this request on December 1, 2025.
- No objections were received.
- Staff recommends approval of this request.

MISSION

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

City Council Meeting

Item Number: 19.
Meeting Date: January 13, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 24.091-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST INTERSTATE 20 AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
Parkhill, on behalf of MPDC Parent Holdings, LLC, is requesting a Zone Change from RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part, to BP, I-20 Business Park District, to build a gas station, car wash, and a truck stop at the intersection of West Interstate 20 Frontage Road and Rankin Highway.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part

Surrounding Zoning and Land Use:

The properties to the north and east are zoned RR, Regional Retail District. Land use to the

north is Interstate 20, to the east is a gas station. The properties to the south are zoned C, Commercial District and the land use consists of various stores and automotive repair shops. The property to the west is zoned BP, I-20 Business Park District and is vacant land.

Analysis:

The subject property is located at the intersection of West Interstate 20 and Rankin Highway. The property is currently zoned RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part. The applicant is seeking this zone change to BP, I-20 Business Park District in order to construct a gas station, car wash, and truck stop. Approving this zone change would place the property under one consistent zoning, with clear regulations, rather than the two different zoning for the property currently.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as a Business Park I-20. This supports business park district and regional retail district zoning.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

Driveway permitting within city limits on I-20, LP 250, SH 191, and FM 1788 is under the jurisdiction of TxDOT. A copy of an approved TxDOT driveway permit must be provided to the City with the building permit application before a City building permit can be issued.

Planning: (Approved)

Staff recommends approval of this Zone Change from RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part to BP, I-20 Business Park District.

Letters of Objection:

Staff has not received any letters of objection as of December 5, 2025.

Attachments:

A. ORDINANCE W/EXH - Z-25-0450.RR & BP to BP Ord w Exh
B. Z-25-0450, Combined Docs
C. CC - - 803 Wi20

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 24.091-ACRE TRACT OF LAND OUT OF SECTIONS 3 AND 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK DISTRICT, IN PART, TO BP, I-20 BUSINESS PARK DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST INTERSTATE 20 AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 24.091-acre tract of land out of Sections 3 and 10, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to BP, I-20 Business Park District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part, to BP, I-20 Business Park District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Parkhill

EXHIBIT A

A 24.091-ACRE RE-ZONING TRACT
IN SECTION 3 & 10, BLOCK 39, T-2-S
T.&P. RR. CO. SURVEY, ABSTRACT NO. 181 & ABSTRACT NO. 670
MIDLAND COUNTY, TEXAS

A 24.091-acre re-zoning tract in Section 3, Block 39, T-2-S, T.&P. RR. Co. Survey, Abstract No. 181 and Section 10, Block 39, T-2-S, T.&P. RR. Co. Survey, Abstract No. 670 in Midland County, Texas, being all of that certain 5.95-acre tract and all of that certain 17.22-acre tract conveyed to MPDC Parent Holdings, LLC described in a special warranty deed recorded in Document No. 2019-3543 of the Official Public Records of Midland County, Texas and further described in a special warranty deed recorded in Document No. 2018-26467 of said Official Public Records, all of Lot 1, Block 5, South 349 Acres, Section 4, an addition to the City of Midland according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "F", Page 71 of the Plat Records of Midland County, Texas, a portion of that certain 1.95-acre tract conveyed to MPDC Parent Holdings, LLC describe in said special warranty deed recorded in Document No. 2019-3543 and further described in a warranty deed recorded in Document No. 2018-11133 of said Official Public Records, a portion of that certain 0.931-acre tract conveyed to MPDC Parent Holdings, LLC described in a special warranty deed recorded in Document No. 2019-3545 of said Official Public Records and further described in Document No. 2018-22752 of said Official Public Records, and a portion of that certain 5.34-acre tract described in said special warranty deed recorded in Document No. 2019-3543 and further described in a warranty deed recorded in Document No. 2016-8479 of said Official Public Records, all of that certain 50-foot by 50-foot, Save and Except, tract conveyed to The Lamar Companies described in said special warranty deed recorded in Document No. 2019-3543 and further described in Volume 2409, Page 242 of said Official Public Records, all of that certain 40-foot wide tract conveyed to the City of Midland, Texas described in a dedication deed recorded in Volume 902, Page 485 of the Deed Records of Midland County, Texas, a portion of that certain 14.487-acre tract conveyed to Midland-Petro D.C. Partners, LLC described in a warranty deed recorded in Document No. 2016-31158 of said Official Public Records, and a portion of that certain tract conveyed to C & C Coating, Inc. and S. E. Etheredge described in a warranty deed recorded in Volume 548, Page 683 of the Deed Records of Midland County, Texas; said 24.091-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on May 28, 2025:

BEGINNING at a point in the right-of-way limits of Interstate Highway 20, for the northwest corner hereof, said beginning point having coordinates of NORTHING: 10,684,514.29 and EASTING: 1,754,054.47, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 3 bears *South 14 degrees 53 minutes 28 seconds East* a distance of 280.02 feet and *South 75 degrees 36 minutes 15 seconds West* a distance of 2493.70 feet;

(1) THENCE *North 75 degrees 45 minutes 08 seconds East* a distance of 170.40 feet crossing said Interstate Highway 20 to a point for a corner hereof;

(2) THENCE *South 14 degrees 53 minutes 28 seconds East* a distance of 28.92 feet crossing said Interstate Highway 20 to a point in the south line of said Interstate Highway 20 and the north line of said 5.34-acre tract, for a corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the northwest corner of said 5.34-acre tract bears *South 75 degrees 29 minutes 56 seconds West* a distance of 25.13 feet;

(3) THENCE *North 75 degrees 29 minutes 56 seconds East* along the south line of said Interstate Highway 20 and the north line of said 5.34-acre tract, at a distance of 336.14 feet pass a 1/2-inch iron rod found at the northeast corner of said 5.34-acre tract and the northwest corner of said Lot 1, Block 5, continuing along the south line of said Interstate Highway 20 and the north line of said Lot 1, Block 5, at a distance of 536.09 feet pass a 1/2-inch iron rod found at the northeast corner of said Lot 1, Block 5 and the northwest corner of said 5.95-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 5.95-acre tract in all for a total distance of 1253.86 feet to a 1/2-inch iron rod found at a corner of said Interstate Highway 20 and a corner of said 5.95-acre tract, for a corner hereof;

(4) THENCE *North 89 degrees 29 minutes 16 seconds East* along the south line of said Interstate Highway 20 and the north line of said 5.95-acre tract, at a distance of 421.44 feet pass a "mag" nail found in rock at the northeast corner of said 5.95-acre tract and the northwest corner of said 1.95-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 1.95-acre tract in all for a total distance of 615.38 feet to a 1/2-inch iron rod with a plastic cap marked "SCHUMANN" found at a corner of said Interstate Highway 20 and a corner of said 1.95-acre tract, for a corner hereof;

(5) THENCE *North 75 degrees 44 minutes 17 seconds East* along the south line of said Interstate Highway 20 and the north line of said 1.95-acre tract, at a distance of 586.58 feet pass a 2-inch aluminum monument marked "PROPERTY MARKER OIL CO." found at the northeast corner of said 1.95-acre tract and the northwest corner of said 0.931-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 0.931-acre tract in all for

a total distance of 754.09 feet to a point at the northwest corner of that certain 0.0373-acre tract conveyed to the State of Texas described in a deed recorded in Document No. 2025-12909 of said Official Public Records, for a corner hereof, and from which a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found bears *North 49 degrees 49 minutes 45 seconds West* a distance of 0.52 feet and another 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found bears *North 49 degrees 49 minutes 45 seconds West* a distance of 0.52 feet and *North 72 degrees 26 minutes 31 seconds East* a distance of 11.04 feet;

(6) THENCE *South 49 degrees 49 minutes 45 seconds East* a distance of 47.17 feet along the west line of said 0.0373-acre tract to a point at a corner of said 0.0373-acre tract, for a corner hereof, and from which an "X" cut on concrete found at the most easterly northeast corner of said 0.0373-acre tract bears *North 02 degrees 22 minutes 37 seconds East* a distance of 17.85 feet;

(7) THENCE *South 14 degrees 37 minutes 19 seconds East* a distance of 165.51 feet along the west line of said 0.0373-acre tract and the east line of said 0.931-acre tract to a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found in the south line of said 0.931-acre tract and the north line of said 17.22-acre tract, at a corner of said 0.0373-acre tract, for a corner hereof, and from which a 1/2-inch iron rod found bears *North 75 degrees 44 minutes 46 seconds East* a distance of 4.92 feet;

(8) THENCE *South 17 degrees 31 minutes 57 seconds East* a distance of 105.03 feet along the west line of said 0.0373-acre tract and the east line of said 17.22-acre tract to a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found in the west line of State Highway 349, at the south corner of said 0.0373-acre tract, a corner of said 17.22-acre tract, the northeast corner of Lot 1, Block 4, South 349 Acres, Section 3, an addition to the City of Midland, Midland County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet “D”, Page 98 of said Plat Records, for a corner hereof, and from which a 1/2-inch iron rod found bears *North 75 degrees 41 minutes 26 seconds East* a distance of 2.04 feet;

(9) THENCE *South 75 degrees 41 minutes 26 seconds West* along the north line of said Lot 1, Block 4 and the south line of said 17.22-acre tract, at a distance of 147.98 feet pass a bent 1/2-inch iron rod found at the northwest corner of said Lot 1, Block 4 and the northeast corner of that certain 0.18-acre tract conveyed to Stripes, LLC described in special warranty deed recorded in Document No. 2018-25184 of said Official Public Records, continuing along the north line of said 0.18-acre tract and the south line of said 17.22-acre tract in all for a total distance of 198.18 feet to a 1/2-inch iron rod found at the northwest corner of said 0.18-acre tract and a corner of said 17.22-acre tract, for a corner hereof;

(10) THENCE *South 14 degrees 01 minutes 38 seconds East* a distance of 162.28 feet along the west line of said 0.18-acre tract and the east line of said 17.22-acre tract to a point in the north line of Lot 1, Block 1, South 349 Acres, an addition to the City of Midland, Midland County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet “C”, Page 8 of said Plat Records, for the southwest corner of said 0.18-acre tract, a corner of said 17.22-acre tract, and a corner hereof, and from which a 1/2-inch iron rod found bears *North 14 degrees 01 minutes 39 seconds West* a distance of 1.61 feet and a 1-inch iron pipe found in the west line of said State Highway 349, at the southeast corner of said Lot 1, Block 4 bears *North 75 degrees 06 minutes 32 seconds East* a distance of 199.96 feet;

(11) THENCE *South 75 degrees 06 minutes 32 seconds West* a distance of 566.21 feet along the north line of said Lot 1, Block 1, the north line of Lot 11 of said Block 1, and the south line of said 17.22-acre tract to a point for a corner hereof, and from which a 1/2-inch iron rod found at the southwest corner of said Lot 1, Block 5 bears *South 75 degrees 06 minutes 32 seconds West* a distance of 1536.21 feet;

(12) THENCE *North 14 degrees 53 minutes 28 seconds West* a distance of 265.00 feet crossing said 17.22-acre tract to a point for a corner hereof;

(13) THENCE *South 75 degrees 06 minutes 32 seconds West* a distance of 1896.99 feet crossing said 17.22-acre tract, said Lot 1, Block 5, and said 5.34-acre tract to a point in the west line of said 5.34-acre tract and the east line of said tract recorded in Volume 548, Page 683, for a corner hereof;

(14) THENCE *South 14 degrees 29 minutes 57 seconds East* a distance of 84.18 feet along the west line of said 5.34-acre tract and the east line of said tract recorded in Volume 548, Page 683 to a point for a corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked “PARKHILL RPLS 6889” set for the southwest corner of said 5.34-acre tract bears *South 14 degrees 29 minutes 57 seconds East* a distance of 180.82 feet;

(15) THENCE *South 75 degrees 33 minutes 14 seconds West* a distance of 141.06 feet crossing said tract recorded in Volume 548, Page 683 to a point for the southwest corner hereof;

Parkhill

(16) THENCE *North 14 degrees 53 minutes 28 seconds West* a distance of 487.89 feet crossing said tract recorded in Volume 548, Page 683 and said 14.487-acre tract to the **POINT OF BEGINNING** containing 24.091 acres for re-zoning tract, more or less.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract. This description shall not be used for conveyance purposes and is intended for RE-ZONING use only.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: October 7, 2025, Revised November 20, 2025

Texas Registered Surveying Firm # 10194091

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Parkhill - Josh Wallender		Phone ( ) 432.697.1447 Email jwallender@parkhill.com	
Address 1700 W Wall Street	City Midland	State Texas	Zip 79701

Property Owner Printed Name: MPDC PARENT HOLDINGS LLC		Phone ( ) Email	
Address 500 W WALL ST STE 300	City Midland	State Texas	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender		Phone ( ) Email	
Address	City	State	Zip

Street Address: See attached Metes and Bounds

Legal Description
Lot: Block: Subdivision:

Current Zoning: RR and BP

Proposed Zone: BP, I-20 Business Park
(List by tracts if more than one district is requested)

Reason for Zone Change Request: to place the property under one zoning.

Present Use of Property: Vacant Property

Proposed Use of Property: Commercial Development, Gas Station / Truck Stop Fuel Station

How would this zone change affect the public health, safety and welfare?
Positively affect the surrounding area by bringing a needed convenience to the area

Describe how conditions affecting the property have changed since present zoning designation: No effect

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Brentley LaFoy	Date: 9/24/25
Applicant (printed): Brentley LaFoy	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If acting as an agent for property owner:

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by MPDC Parent Holdings, llc the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of September, 2025, to certify which witness my hand and seal of office.

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # invoice	
Received By: Beatriz Quezada	Date: RECEIVED NOV 05 2025
	Initial: BQ

****Application will not be considered for scheduling until reviewed by a planner.****

Parkhill

A 24.091-ACRE RE-ZONING TRACT
IN SECTION 3 & 10, BLOCK 39, T-2-S
T.&P. RR. CO. SURVEY, ABSTRACT NO. 181 & ABSTRACT NO. 670
MIDLAND COUNTY, TEXAS

A 24.091-acre re-zoning tract in Section 3, Block 39, T-2-S, T.&P. RR. Co. Survey, Abstract No. 181 and Section 10, Block 39, T-2-S, T.&P. RR. Co. Survey, Abstract No. 670 in Midland County, Texas, being all of that certain 5.95-acre tract and all of that certain 17.22-acre tract conveyed to MPDC Parent Holdings, LLC described in a special warranty deed recorded in Document No. 2019-3543 of the Official Public Records of Midland County, Texas and further described in a special warranty deed recorded in Document No. 2018-26467 of said Official Public Records, all of Lot 1, Block 5, South 349 Acres, Section 4, an addition to the City of Midland according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet "F", Page 71 of the Plat Records of Midland County, Texas, a portion of that certain 1.95-acre tract conveyed to MPDC Parent Holdings, LLC describe in said special warranty deed recorded in Document No. 2019-3543 and further described in a warranty deed recorded in Document No. 2018-11133 of said Official Public Records, a portion of that certain 0.931-acre tract conveyed to MPDC Parent Holdings, LLC described in a special warranty deed recorded in Document No. 2019-3545 of said Official Public Records and further described in Document No. 2018-22752 of said Official Public Records, and a portion of that certain 5.34-acre tract described in said special warranty deed recorded in Document No. 2019-3543 and further described in a warranty deed recorded in Document No. 2016-8479 of said Official Public Records, all of that certain 50-foot by 50-foot, Save and Except, tract conveyed to The Lamar Companies described in said special warranty deed recorded in Document No. 2019-3543 and further described in Volume 2409, Page 242 of said Official Public Records, all of that certain 40-foot wide tract conveyed to the City of Midland, Texas described in a dedication deed recorded in Volume 902, Page 485 of the Deed Records of Midland County, Texas, a portion of that certain 14.487-acre tract conveyed to Midland-Petro D.C. Partners, LLC described in a warranty deed recorded in Document No. 2016-31158 of said Official Public Records, and a portion of that certain tract conveyed to C & C Coating, Inc. and S. E. Etheredge described in a warranty deed recorded in Volume 548, Page 683 of the Deed Records of Midland County, Texas; said 24.091-acre re-zoning tract being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on May 28, 2025:

BEGINNING at a point in the right-of-way limits of Interstate Highway 20, for the northwest corner hereof, said beginning point having coordinates of NORTHING: 10,684,514.29 and EASTING: 1,754,054.47, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 3 bears *South 14 degrees 53 minutes 28 seconds East* a distance of 280.02 feet and *South 75 degrees 36 minutes 15 seconds West* a distance of 2493.70 feet;

(1) THENCE *North 75 degrees 45 minutes 08 seconds East* a distance of 170.40 feet crossing said Interstate Highway 20 to a point for a corner hereof;

(2) THENCE *South 14 degrees 53 minutes 28 seconds East* a distance of 28.92 feet crossing said Interstate Highway 20 to a point in the south line of said Interstate Highway 20 and the north line of said 5.34-acre tract, for a corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the northwest corner of said 5.34-acre tract bears *South 75 degrees 29 minutes 56 seconds West* a distance of 25.13 feet;

(3) THENCE *North 75 degrees 29 minutes 56 seconds East* along the south line of said Interstate Highway 20 and the north line of said 5.34-acre tract, at a distance of 336.14 feet pass a 1/2-inch iron rod found at the northeast corner of said 5.34-acre tract and the northwest corner of said Lot 1, Block 5, continuing along the south line of said Interstate Highway 20 and the north line of said Lot 1, Block 5, at a distance of 536.09 feet pass a 1/2-inch iron rod found at the northeast corner of said Lot 1, Block 5 and the northwest corner of said 5.95-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 5.95-acre tract in all for a total distance of 1253.86 feet to a 1/2-inch iron rod found at a corner of said Interstate Highway 20 and a corner of said 5.95-acre tract, for a corner hereof;

(4) THENCE *North 89 degrees 29 minutes 16 seconds East* along the south line of said Interstate Highway 20 and the north line of said 5.95-acre tract, at a distance of 421.44 feet pass a "mag" nail found in rock at the northeast corner of said 5.95-acre tract and the northwest corner of said 1.95-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 1.95-acre tract in all for a total distance of 615.38 feet to a 1/2-inch iron rod with a plastic cap marked "SCHUMANN" found at a corner of said Interstate Highway 20 and a corner of said 1.95-acre tract, for a corner hereof;

(5) THENCE *North 75 degrees 44 minutes 17 seconds East* along the south line of said Interstate Highway 20 and the north line of said 1.95-acre tract, at a distance of 586.58 feet pass a 2-inch aluminum monument marked "PROPERTY MARKER OIL CO." found at the northeast corner of said 1.95-acre tract and the northwest corner of said 0.931-acre tract, continuing along the south line of said Interstate Highway 20 and the north line of said 0.931-acre tract in all for

a total distance of 754.09 feet to a point at the northwest corner of that certain 0.0373-acre tract conveyed to the State of Texas described in a deed recorded in Document No. 2025-12909 of said Official Public Records, for a corner hereof, and from which a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found bears *North 49 degrees 49 minutes 45 seconds West* a distance of 0.52 feet and another 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found bears *North 49 degrees 49 minutes 45 seconds West* a distance of 0.52 feet and *North 72 degrees 26 minutes 31 seconds East* a distance of 11.04 feet;

(6) THENCE *South 49 degrees 49 minutes 45 seconds East* a distance of 47.17 feet along the west line of said 0.0373-acre tract to a point at a corner of said 0.0373-acre tract, for a corner hereof, and from which an "X" cut on concrete found at the most easterly northeast corner of said 0.0373-acre tract bears *North 02 degrees 22 minutes 37 seconds East* a distance of 17.85 feet;

(7) THENCE *South 14 degrees 37 minutes 19 seconds East* a distance of 165.51 feet along the west line of said 0.0373-acre tract and the east line of said 0.931-acre tract to a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found in the south line of said 0.931-acre tract and the north line of said 17.22-acre tract, at a corner of said 0.0373-acre tract, for a corner hereof, and from which a 1/2-inch iron rod found bears *North 75 degrees 44 minutes 46 seconds East* a distance of 4.92 feet;

(8) THENCE *South 17 degrees 31 minutes 57 seconds East* a distance of 105.03 feet along the west line of said 0.0373-acre tract and the east line of said 17.22-acre tract to a 2-inch aluminum monument marked “TxDOT ROW MONUMENT” found in the west line of State Highway 349, at the south corner of said 0.0373-acre tract, a corner of said 17.22-acre tract, the northeast corner of Lot 1, Block 4, South 349 Acres, Section 3, an addition to the City of Midland, Midland County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet “D”, Page 98 of said Plat Records, for a corner hereof, and from which a 1/2-inch iron rod found bears *North 75 degrees 41 minutes 26 seconds East* a distance of 2.04 feet;

(9) THENCE *South 75 degrees 41 minutes 26 seconds West* along the north line of said Lot 1, Block 4 and the south line of said 17.22-acre tract, at a distance of 147.98 feet pass a bent 1/2-inch iron rod found at the northwest corner of said Lot 1, Block 4 and the northeast corner of that certain 0.18-acre tract conveyed to Stripes, LLC described in special warranty deed recorded in Document No. 2018-25184 of said Official Public Records, continuing along the north line of said 0.18-acre tract and the south line of said 17.22-acre tract in all for a total distance of 198.18 feet to a 1/2-inch iron rod found at the northwest corner of said 0.18-acre tract and a corner of said 17.22-acre tract, for a corner hereof;

(10) THENCE *South 14 degrees 01 minutes 38 seconds East* a distance of 162.28 feet along the west line of said 0.18-acre tract and the east line of said 17.22-acre tract to a point in the north line of Lot 1, Block 1, South 349 Acres, an addition to the City of Midland, Midland County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat Cabinet “C”, Page 8 of said Plat Records, for the southwest corner of said 0.18-acre tract, a corner of said 17.22-acre tract, and a corner hereof, and from which a 1/2-inch iron rod found bears *North 14 degrees 01 minutes 39 seconds West* a distance of 1.61 feet and a 1-inch iron pipe found in the west line of said State Highway 349, at the southeast corner of said Lot 1, Block 4 bears *North 75 degrees 06 minutes 32 seconds East* a distance of 199.96 feet;

(11) THENCE *South 75 degrees 06 minutes 32 seconds West* a distance of 566.21 feet along the north line of said Lot 1, Block 1, the north line of Lot 11 of said Block 1, and the south line of said 17.22-acre tract to a point for a corner hereof, and from which a 1/2-inch iron rod found at the southwest corner of said Lot 1, Block 5 bears *South 75 degrees 06 minutes 32 seconds West* a distance of 1536.21 feet;

(12) THENCE *North 14 degrees 53 minutes 28 seconds West* a distance of 265.00 feet crossing said 17.22-acre tract to a point for a corner hereof;

(13) THENCE *South 75 degrees 06 minutes 32 seconds West* a distance of 1896.99 feet crossing said 17.22-acre tract, said Lot 1, Block 5, and said 5.34-acre tract to a point in the west line of said 5.34-acre tract and the east line of said tract recorded in Volume 548, Page 683, for a corner hereof;

(14) THENCE *South 14 degrees 29 minutes 57 seconds East* a distance of 84.18 feet along the west line of said 5.34-acre tract and the east line of said tract recorded in Volume 548, Page 683 to a point for a corner hereof, and from which a 1/2-inch iron rod with a plastic cap marked “PARKHILL RPLS 6889” set for the southwest corner of said 5.34-acre tract bears *South 14 degrees 29 minutes 57 seconds East* a distance of 180.82 feet;

(15) THENCE *South 75 degrees 33 minutes 14 seconds West* a distance of 141.06 feet crossing said tract recorded in Volume 548, Page 683 to a point for the southwest corner hereof;

Parkhill

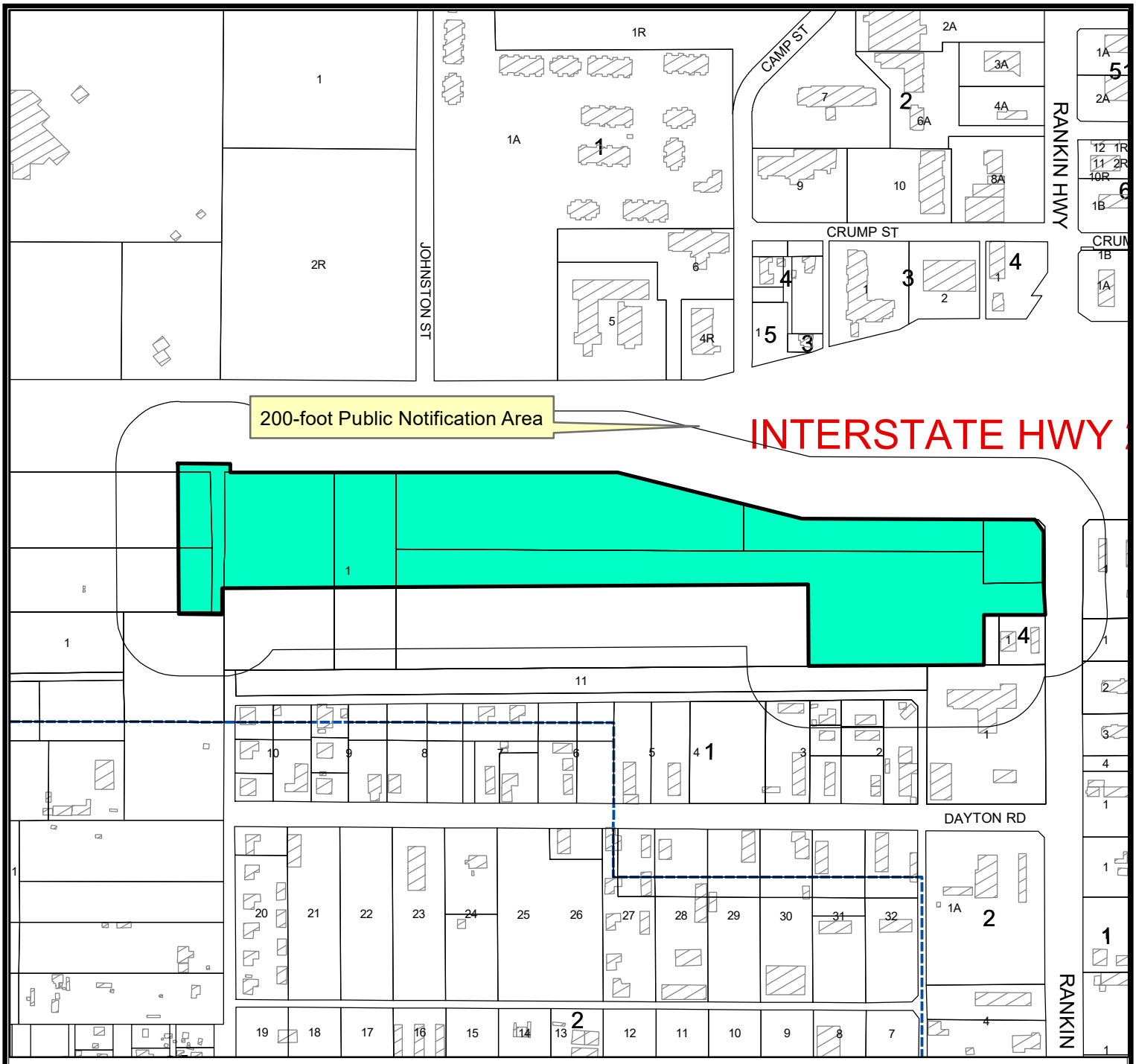
(16) THENCE *North 14 degrees 53 minutes 28 seconds West* a distance of 487.89 feet crossing said tract recorded in Volume 548, Page 683 and said 14.487-acre tract to the **POINT OF BEGINNING** containing 24.091 acres for re-zoning tract, more or less.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract. This description shall not be used for conveyance purposes and is intended for RE-ZONING use only.

Surveyed by

Franklin Leamons
Registered Professional Land Surveyor #6889
Date: October 7, 2025, Revised November 20, 2025

Texas Registered Surveying Firm # 10194091



Location Map

Z-25-0450 **Scale: 1" = 3,000 '**

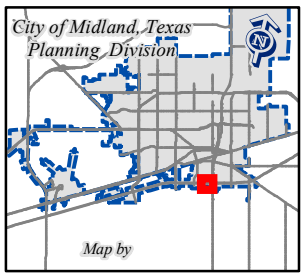
Consider a request by Parkhill, on behalf of MPDC Parent Holdings, LLC, for a Zone Change from RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part, to BP, I-20 Business Park District, on a 24.091-acre tract of land out of Section 3 and 10, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas

Generally located at the southwest corner of the intersection of West Interstate 20 and Rankin Highway. (Council District 2)

.

L E G E N D

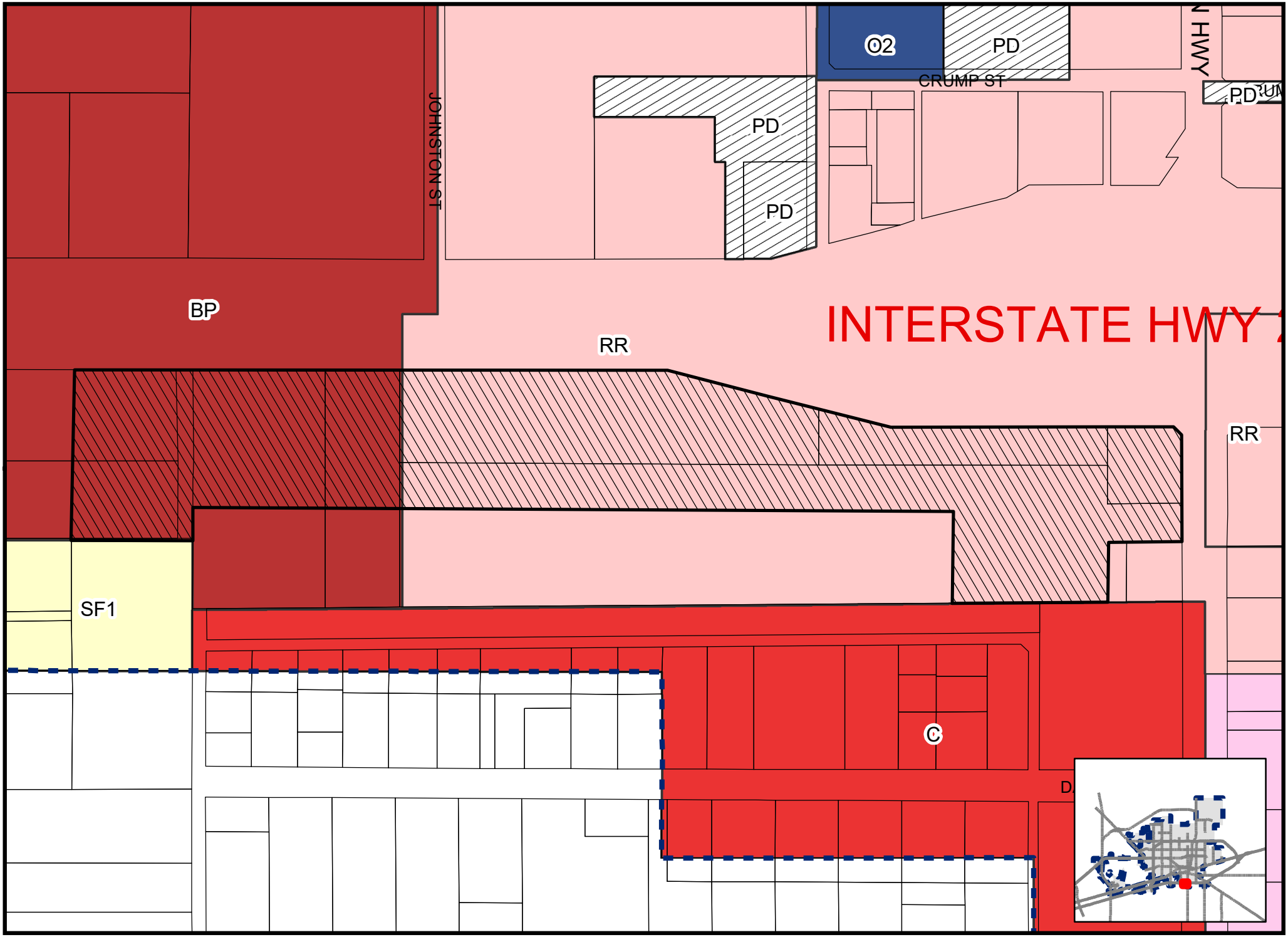
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



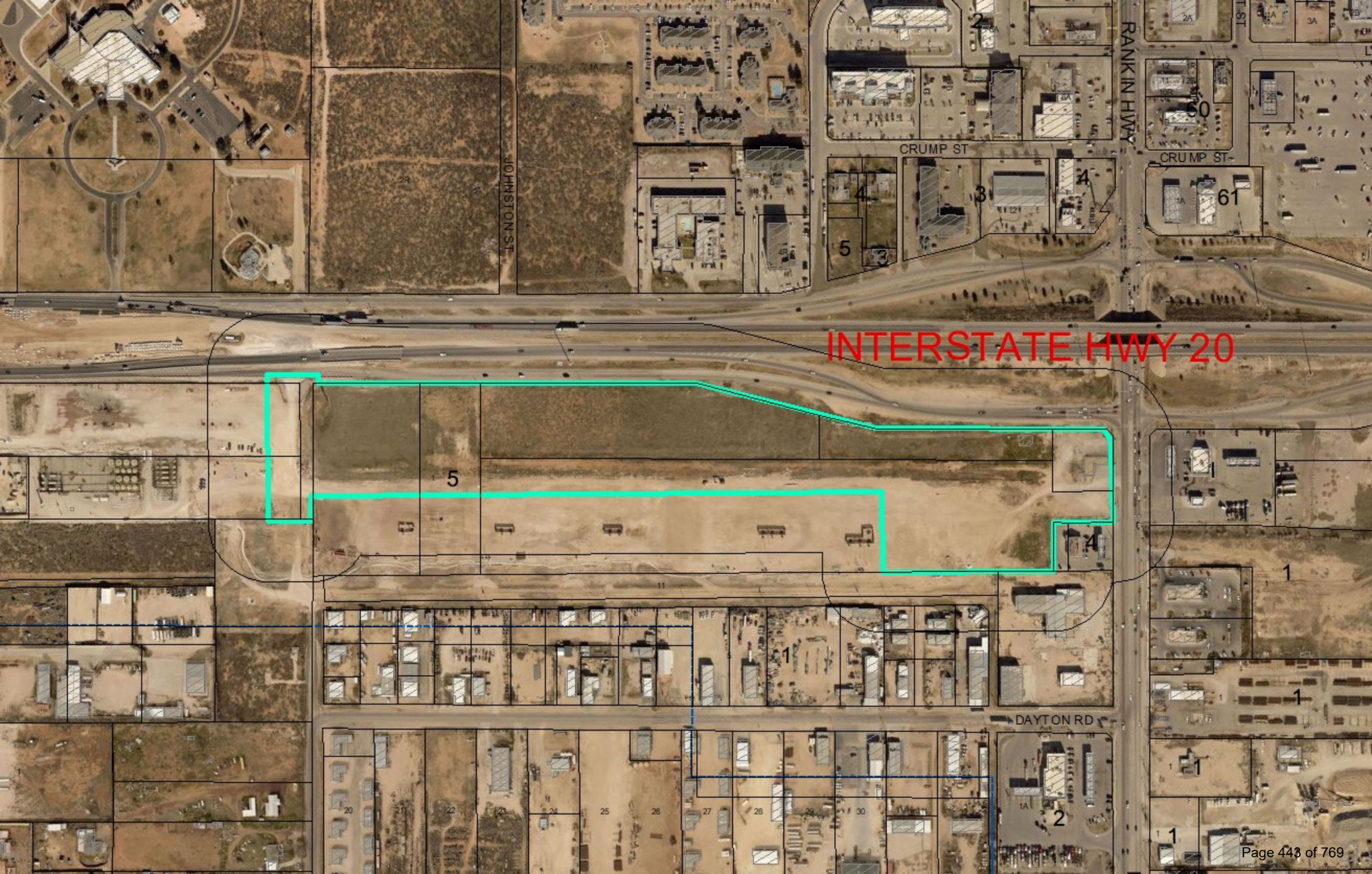
Map by AB, 10/15/2025

Z-25-0450

Scale: 1" = 323'

ZONING MAP

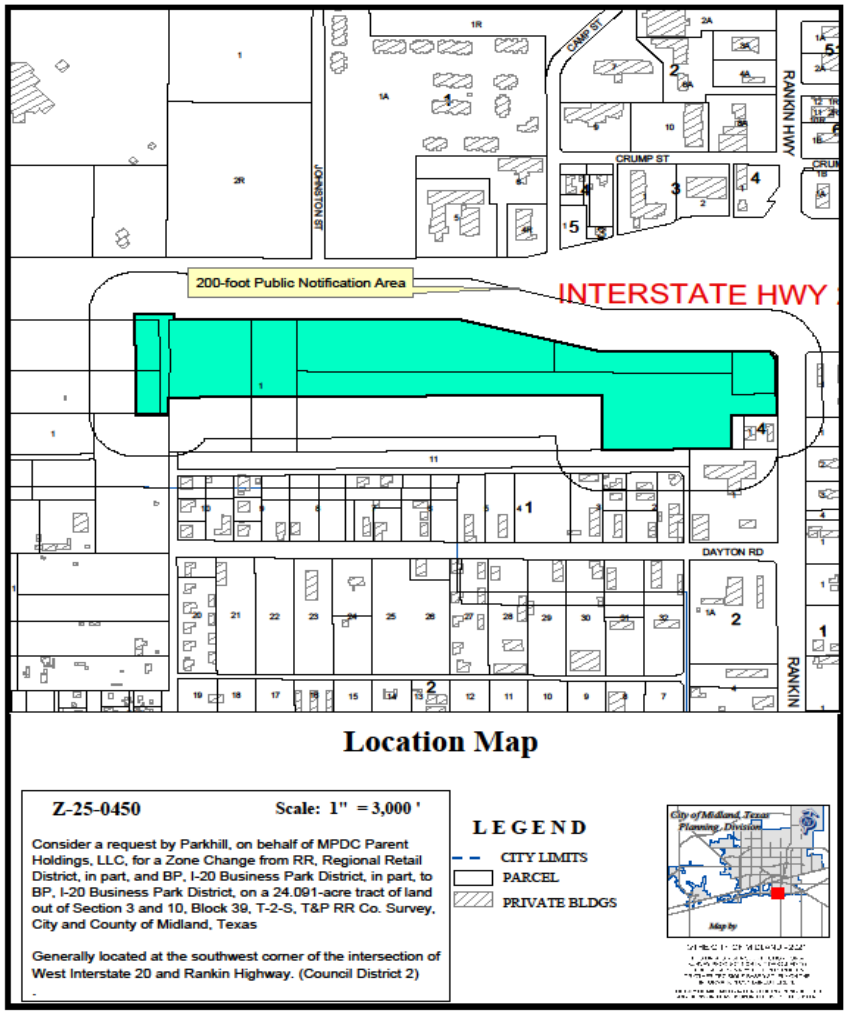
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON THIS DATA.


INTERSTATE HWY 20
JOHNSTON ST
RANKIN HWY
CRUMP ST
CRUMP ST
DAYTON RD

MIDLAND
Be the Energy!
ZONE CHANGE
803 WEST INTERSTATE 20
Visit Our Website
MIDLANDTEXAS.GOV

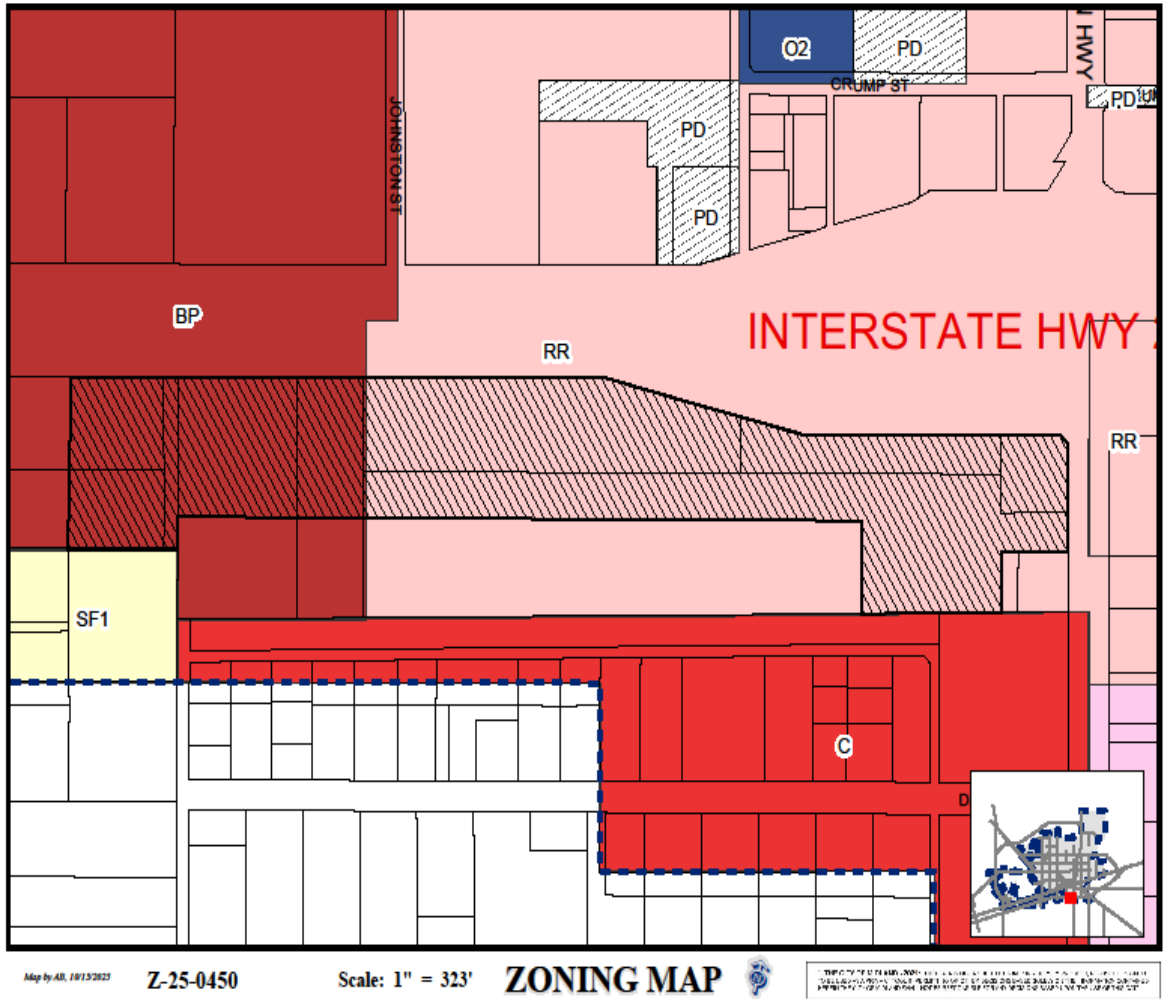
APPLICATION SUMMARY

- **Representative:** Josh Wallender, with Parkhill
- **Property Owner:** MPDC Parent Holdings, LLC
- **Location:** Generally located at the southwest corner of the intersection of West Interstate 20 and Rankin Highway (Council District 2)
- **Reason for Request:** For the construction of a gas station, car wash, and truck stop



ZONING

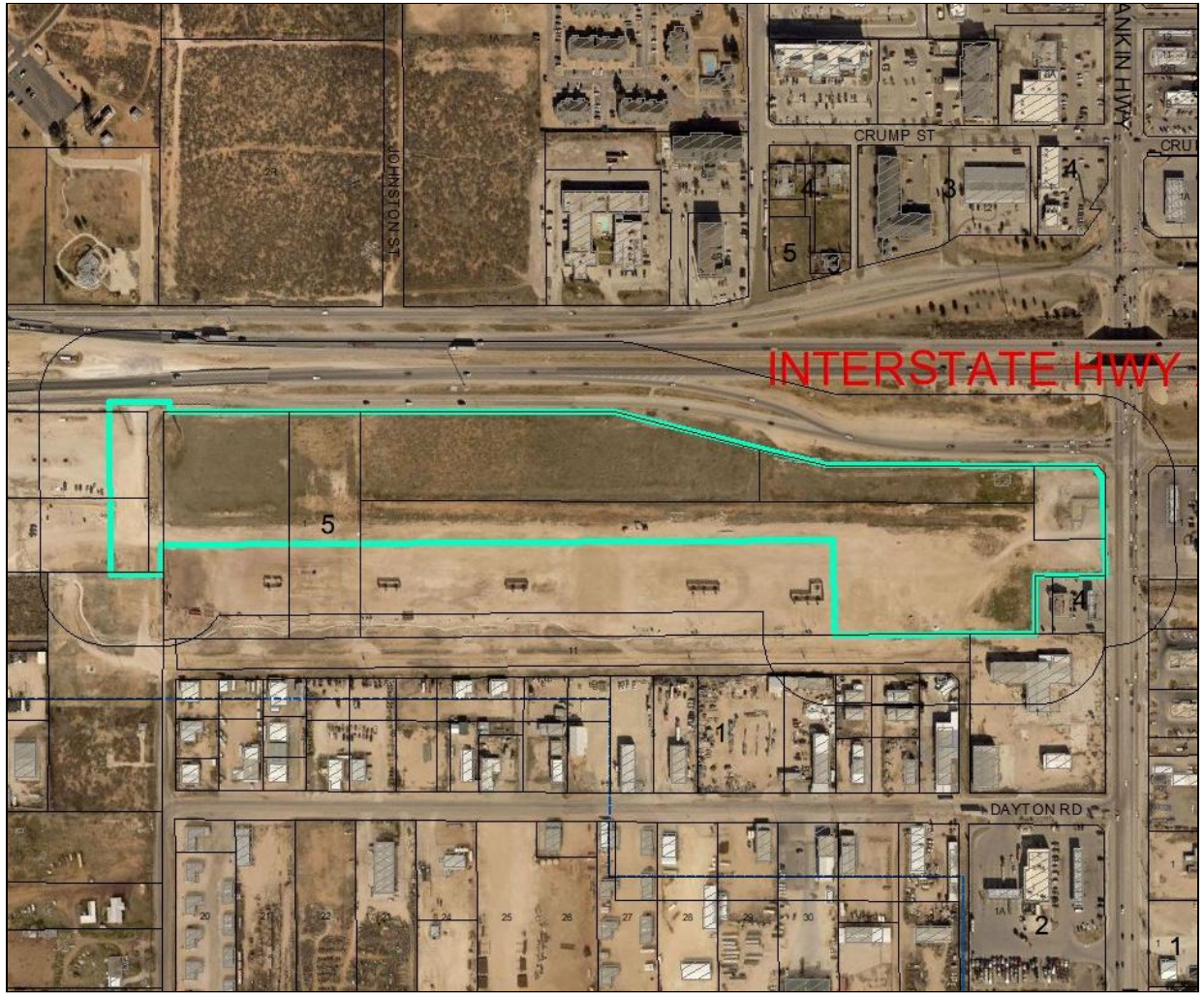
- **Current Zoning:** RR, Regional Retail District, in part, and BP, I-20 Business Park District, in part
- **Surrounding Zoning:**
  - **North/East:** RR, Regional Retail District
  - **South:** C, Commercial District
  - **West:** BP, I-20 Business Park District
- **Proposed Zoning:** BP, I-20 Business Park District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North:** West Interstate 20
  - **East:** Gas Station
  - **South:** Various Shops and Automotive Repair Shops
  - **West:** Vacant Land
- **Proposed Use:** Gas Station, Car Wash, and Truck Stop



MIDLAND
Be the Energy!

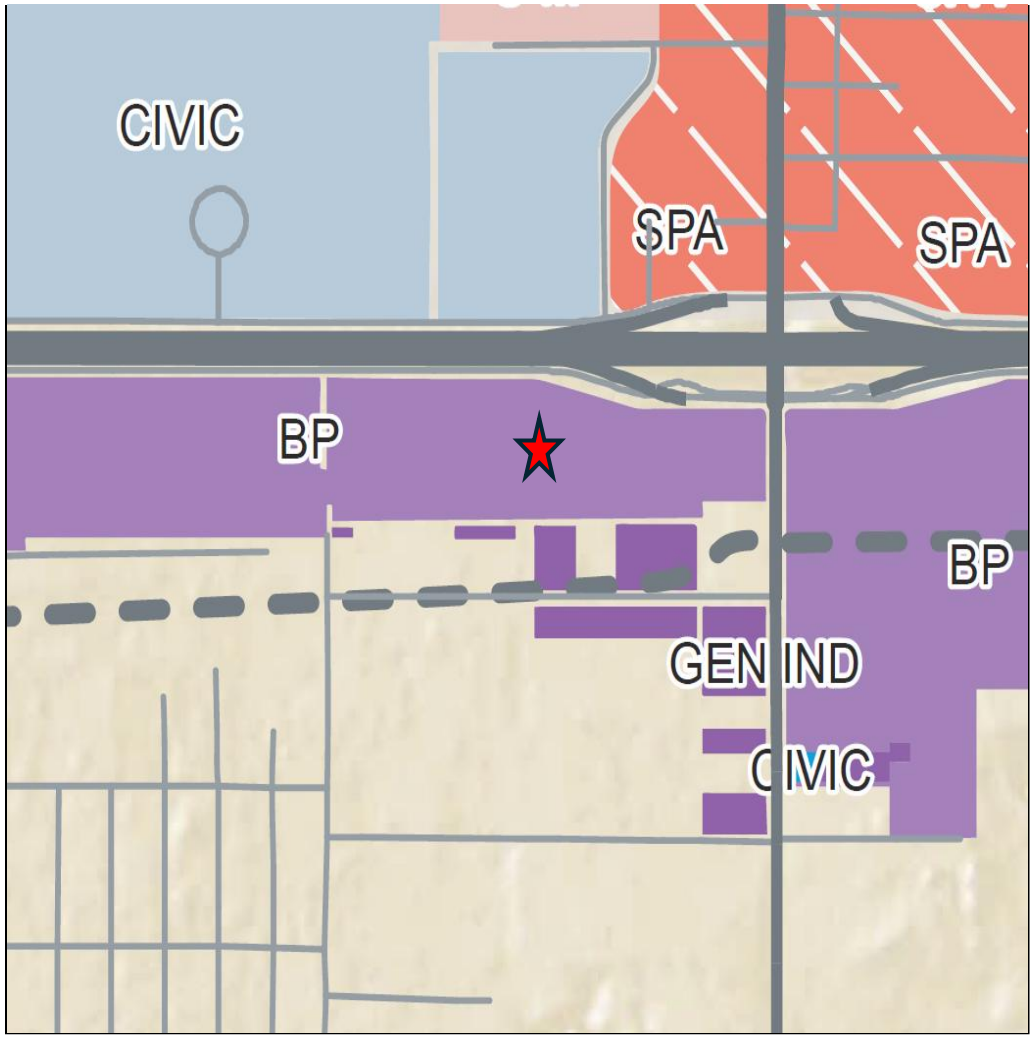
On Interstate 20 Frontage Road, Looking South

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Business Park I-20 (BP)
- **Supported Uses:** Much of the corridor will focus on warehousing and distribution with larger scale visitor services located at the major intersections.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



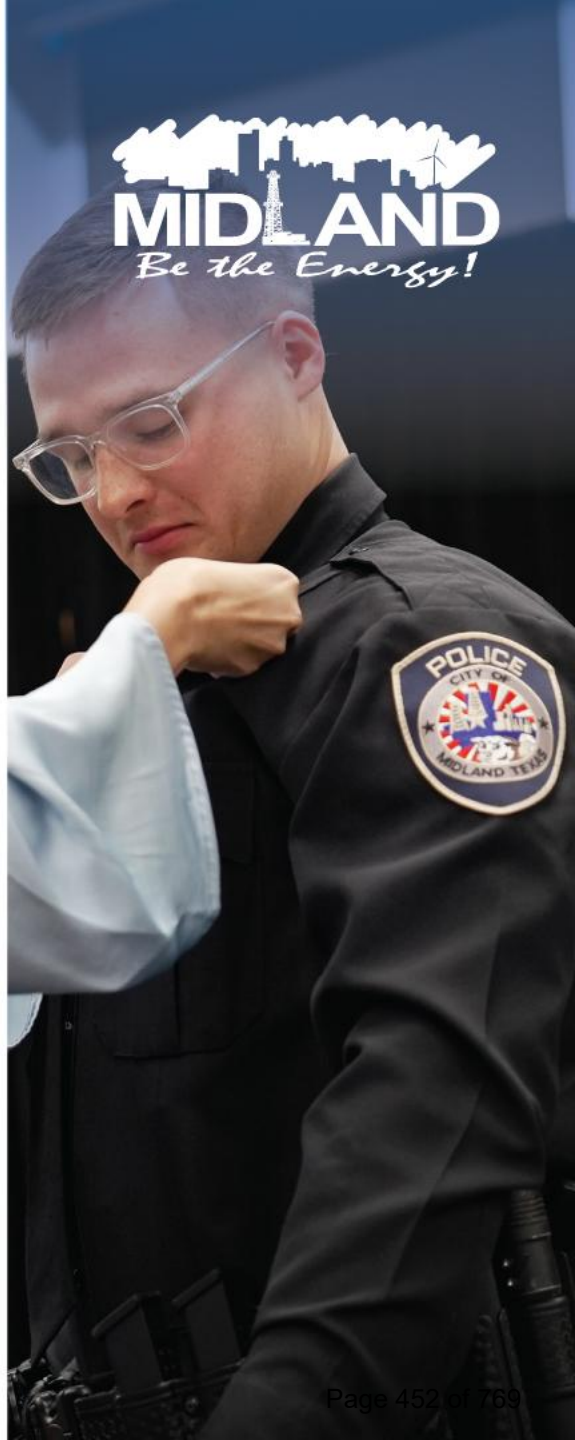
MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the zone change request, this property is also going through the platting process.

STAFF'S RECOMMENDATION

- The Planning and Zoning Commission approved this request on December 1, 2025.
- No objections were received.
- Staff recommends approval of this request.



MISSION

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

City Council Meeting

Item Number: 20.
Meeting Date: January 13, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 44 THROUGH 51, BLOCK 11A, FAIRWAY PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 665 FEET SOUTH OF PALMER DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A NIGHTCLUB FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
Rockin Rodeo, on behalf of Melcreek, L.P., is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, for the property located at 4400 North Big Spring Street for Rockin Rodeo.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Strategic Priority:

(Quality of Life & Place)

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

All properties to the North and West are zoned RR, Regional Retail, and consist of restaurants and bars. The properties to the South are PD, Planned Development District, and consist of a hotel. The properties to the East are zoned SF2- Single Family Dwelling District and consist of homes.

Analysis:

The property is zoned RR, Regional Retail District. The regional retail zoning allows for alcoholic beverages sales for on-premises consumption in a hotel with the approval of an SUD. The property currently does not have an SUD. The total area of the nightclub is 9,338 square feet, the proposed alcohol serviceable area is 7,964 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 7 p.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sunday from 7 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant’s Information Only.]

Building Code: (Approved)

The SUD for Rockin Rodeo is acceptable. The property must adhere to the maximum occupant load of 530 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Nightclub, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 7,964 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to Monday through Sunday 7 p.m. to 2 a.m. of the following day.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration Division.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of December 5, 2025 staff has not received any letters of objections.

Attachments:

A. ORDINANCE W/EXH - SUD-25-214.Rockin Rodeo - Alcohol Sales Ord w Exh
B. SUD-25-0214, Combined Docs
C. SUD-25-0212, Alcohol SUD w Term Rockin Rodeo

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 44 THROUGH 51, BLOCK 11A, FAIRWAY PARK ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 665 FEET SOUTH OF PALMER DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A NIGHTCLUB FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lots 44 through 51, Block 11A, Fairway Park Addition, Section 3, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a nightclub (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 7,964 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Monday through Sunday from 7:00 p.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

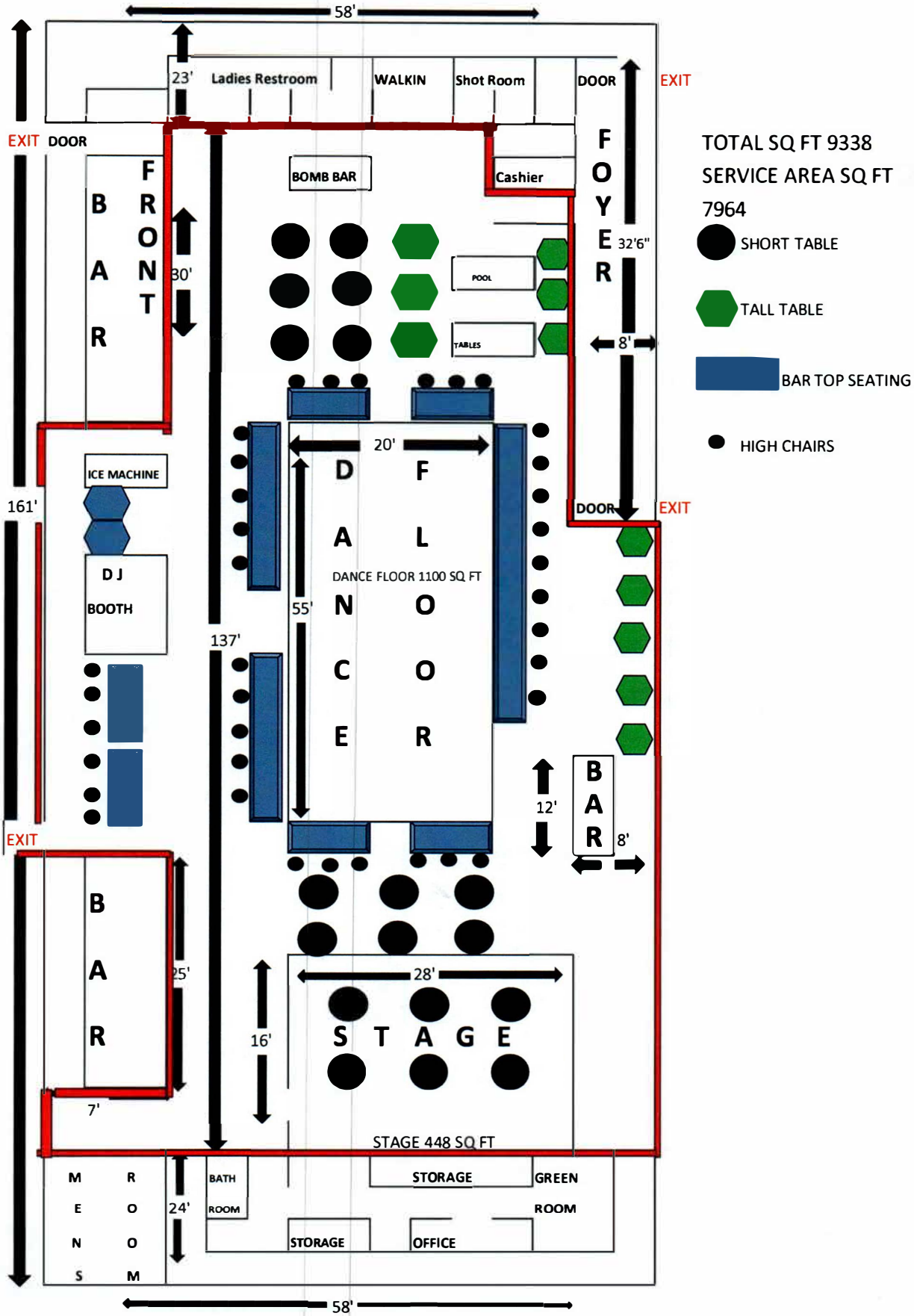
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



TOTAL SQ FT 9338

SERVICE AREA SQ FT 7964

SHORT TABLE

TALL TABLE

BAR TOP SEATING

HIGH CHAIRS

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number: _____
Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: DBSB MIDLAND, LLC dba Rockin Rodeo		Phone (432) 557-9920 Email roger@[redacted]gbe7.com	
Address 4400 N. Big Spring St # D-445D	City MIDLAND	State Tex	Zip 79705

Property Owner Printed Name: Melcreek, L.P.		Phone (575) 937-6895 Email jra@jracreek.com	
Address 130 Country Lane	City Alto	State N. Mex	Zip 88312

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4400 N. BIG SPRING ST. STE D46

Business Name: ROCKIN RODEO

Reason for Request: NEW PERMIT

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: NIGHT CLUB

Proposed/Current Days and Hours of Operation: Tues through Monday 7pm - 2am

Proposed Days and Hours of Alcohol Service: SAME

Total Square Footage of Business: 9338

Square Footage of Alcohol Serviceable Area: 7964
(Outline in red on floor plan)

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 4 / 3	**Bathroom Sinks:** 2
	Women	**Toilets:** 5	**Bathroom Sinks:** 4

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees

Items to be submitted with this application form:

Application Fee of $300 –
- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:
- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in [illegible] & labeled)

Dimensioned Site Plan showing:
- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): [signature] Date: 11-5-25

Applicant (printed): ROGER GEARHART

Property Owner (signature): John R. Creek for Melcreek, L.P. Date: 11/5/25

Property Owner (printed): John R. Creek for Melcreek, L.P.

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Roger Gearhart who, being by me duly sworn, upon oath says: That (s)he is authorized by John Melcreek, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[signature]
Authorized Agent (signature)

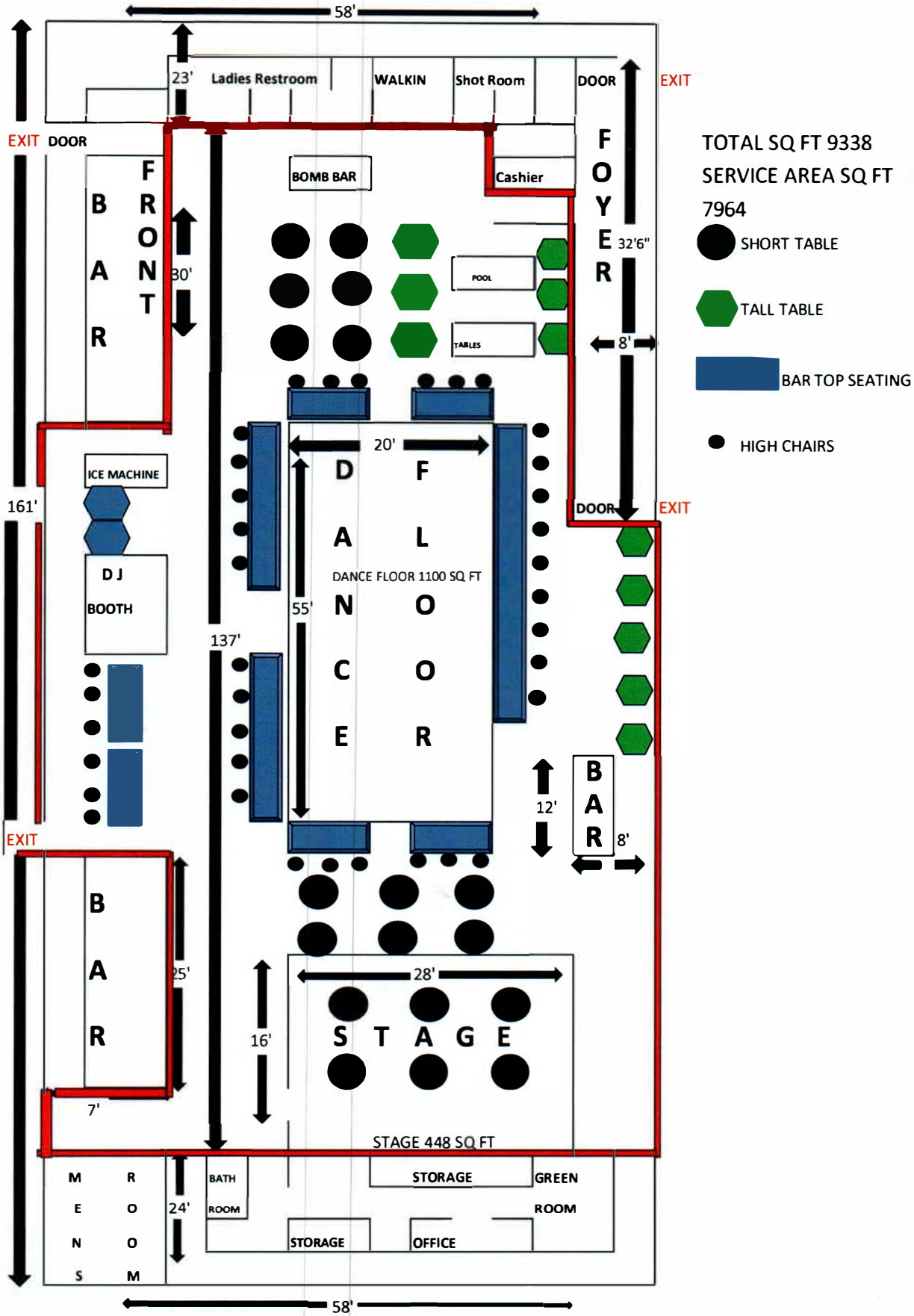
Subscribed and sworn to before me, this 5 day of November, 20 25, to certify which witness my hand and seal of office

NOTARY PUBLIC
Elyssa Korn-Flores
My Commission Expires
7/24/2028
Notary ID 135006419

Elyssa Korn-Flores
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

RECEIVED
NOV 06 2025
Initial: Alexis



TOTAL SQ FT 9338

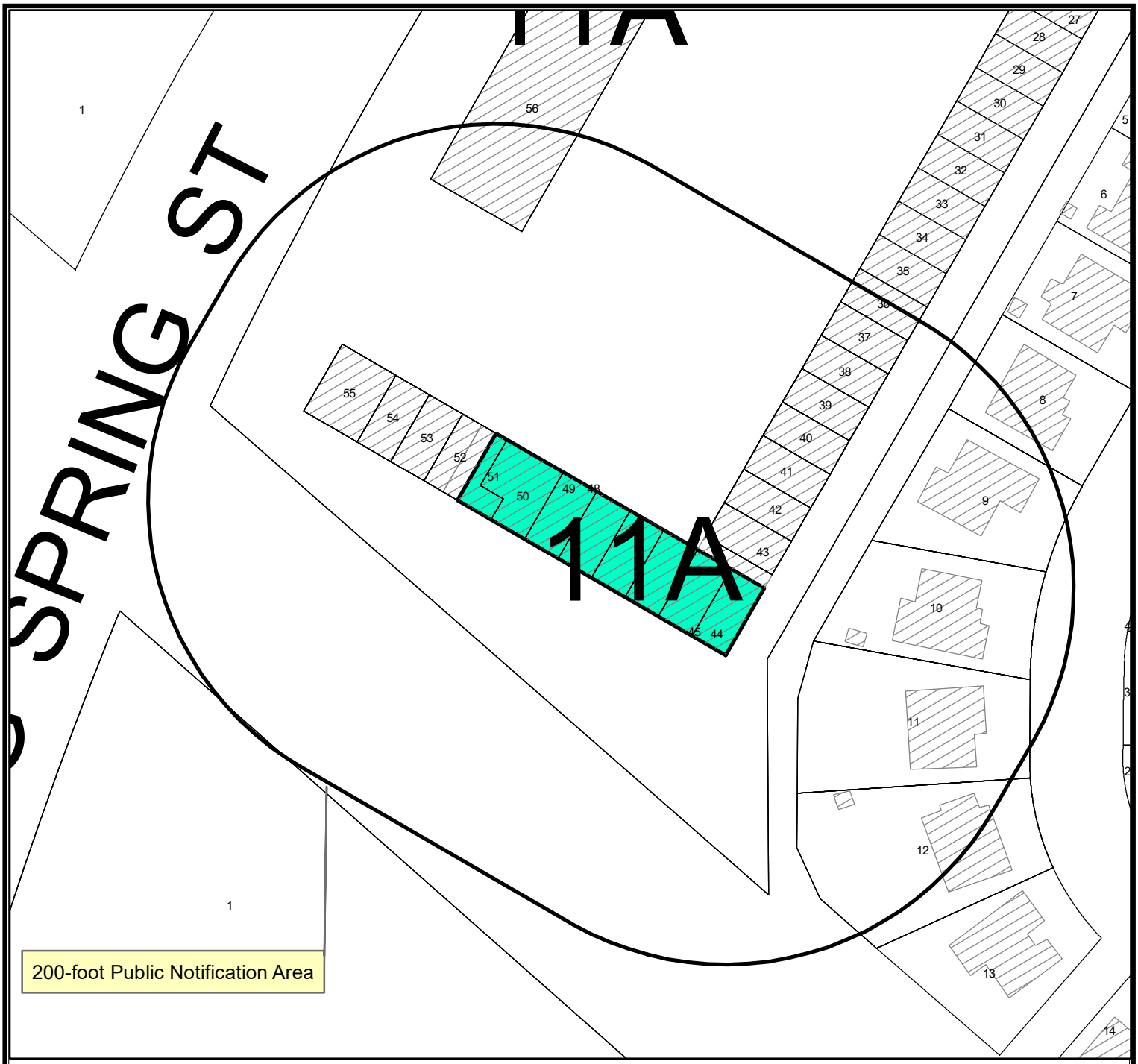
SERVICE AREA SQ FT 7964

SHORT TABLE

TALL TABLE

BAR TOP SEATING

HIGH CHAIRS



Location Map

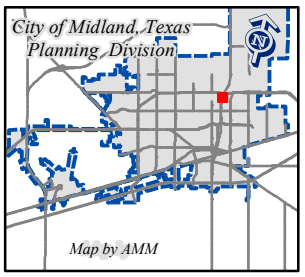
SUD-25-0214 **Scale: 1" = 600 '**

Consider a request by Rockin Rodeo, on behalf of Melcreek, LP, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a Nightclub on Lots 44 through 51, Block 11A, Fairway Park Addition, Section 3, City and County of Midland, Texas.

Generally located on the east side of North Big Spring Street, approximately 665 feet south of Palmer Drive. (Council District 2)

LEGEND

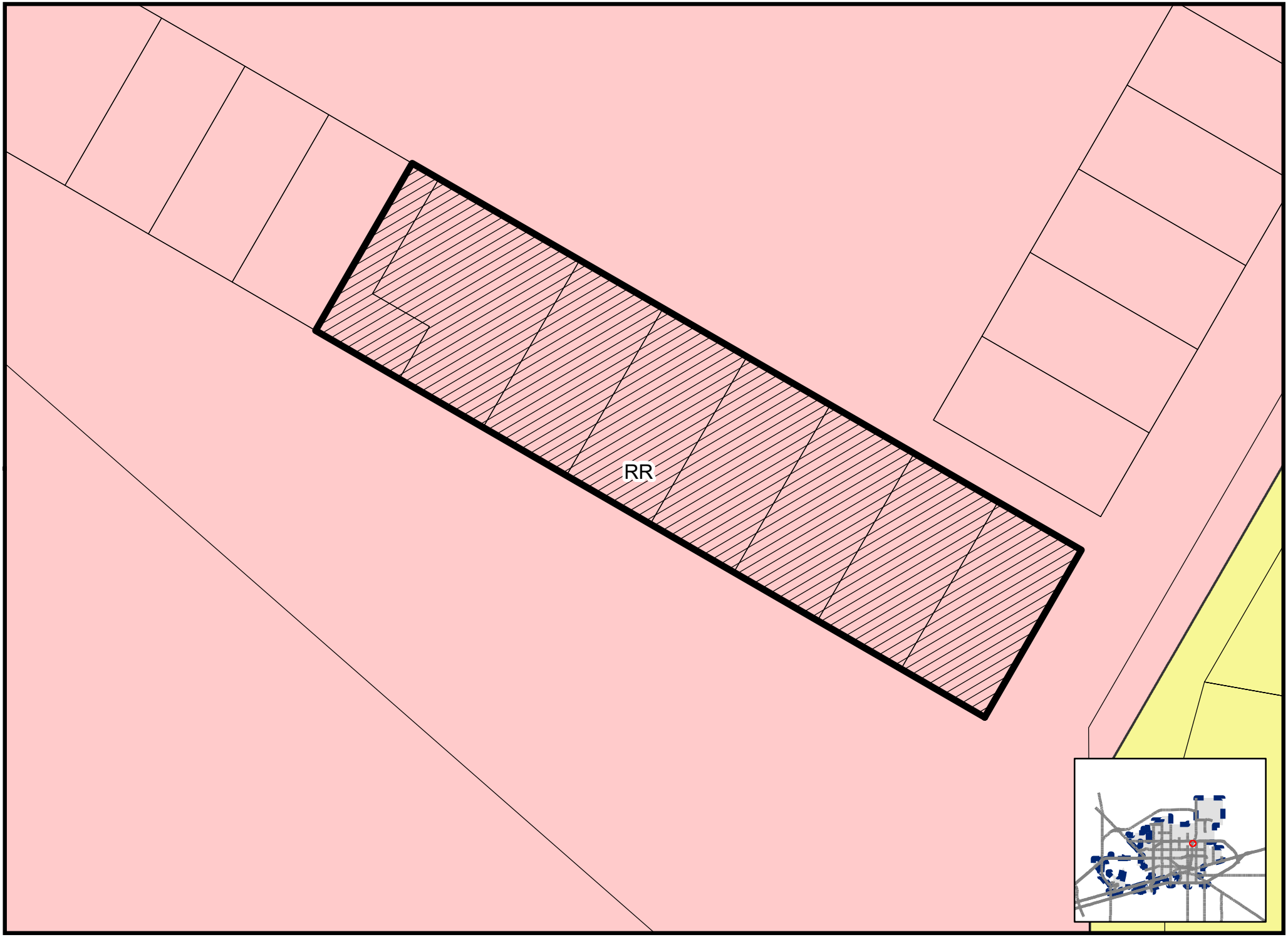
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



Map byAMM

SUD-25-0214

Scale: 1" = 300'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PERSON OR ENTITY BASED ON THE USE OF THIS

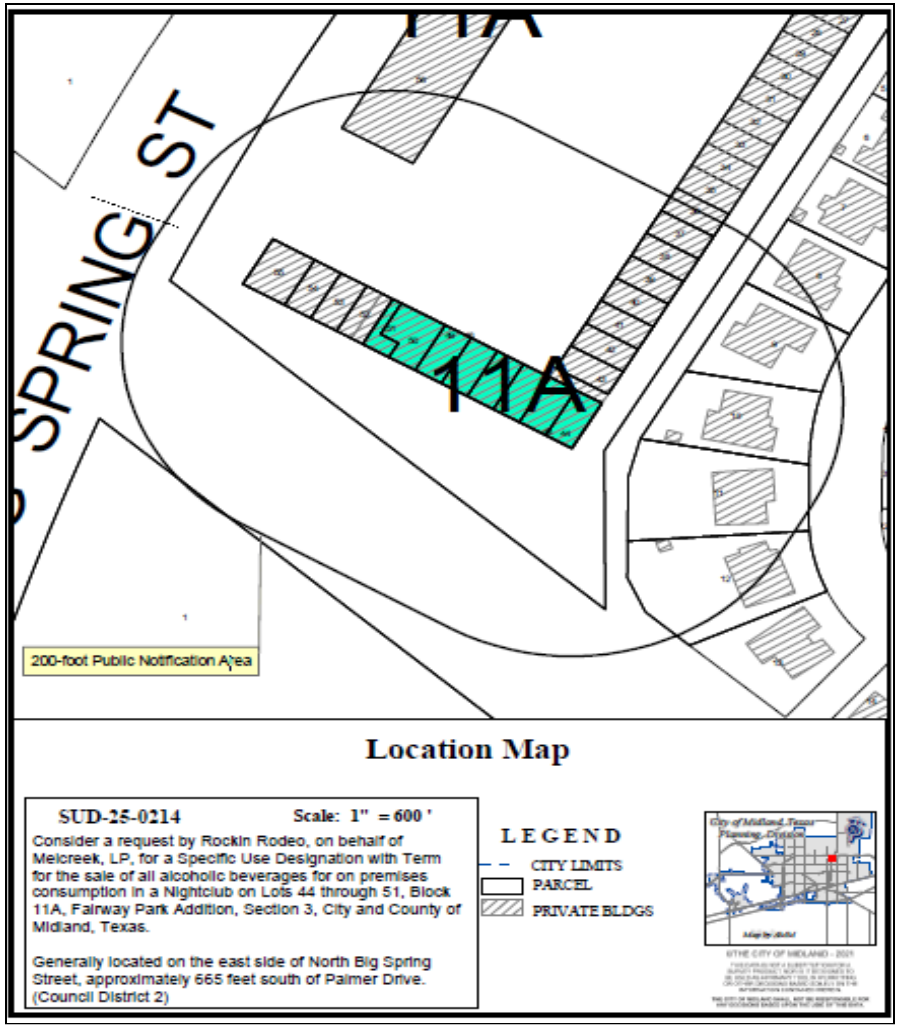
11A

ROCKIN
RODEO

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
ROCKIN RODEO
Visit Our Website
MIDLANDTEXAS.GOV

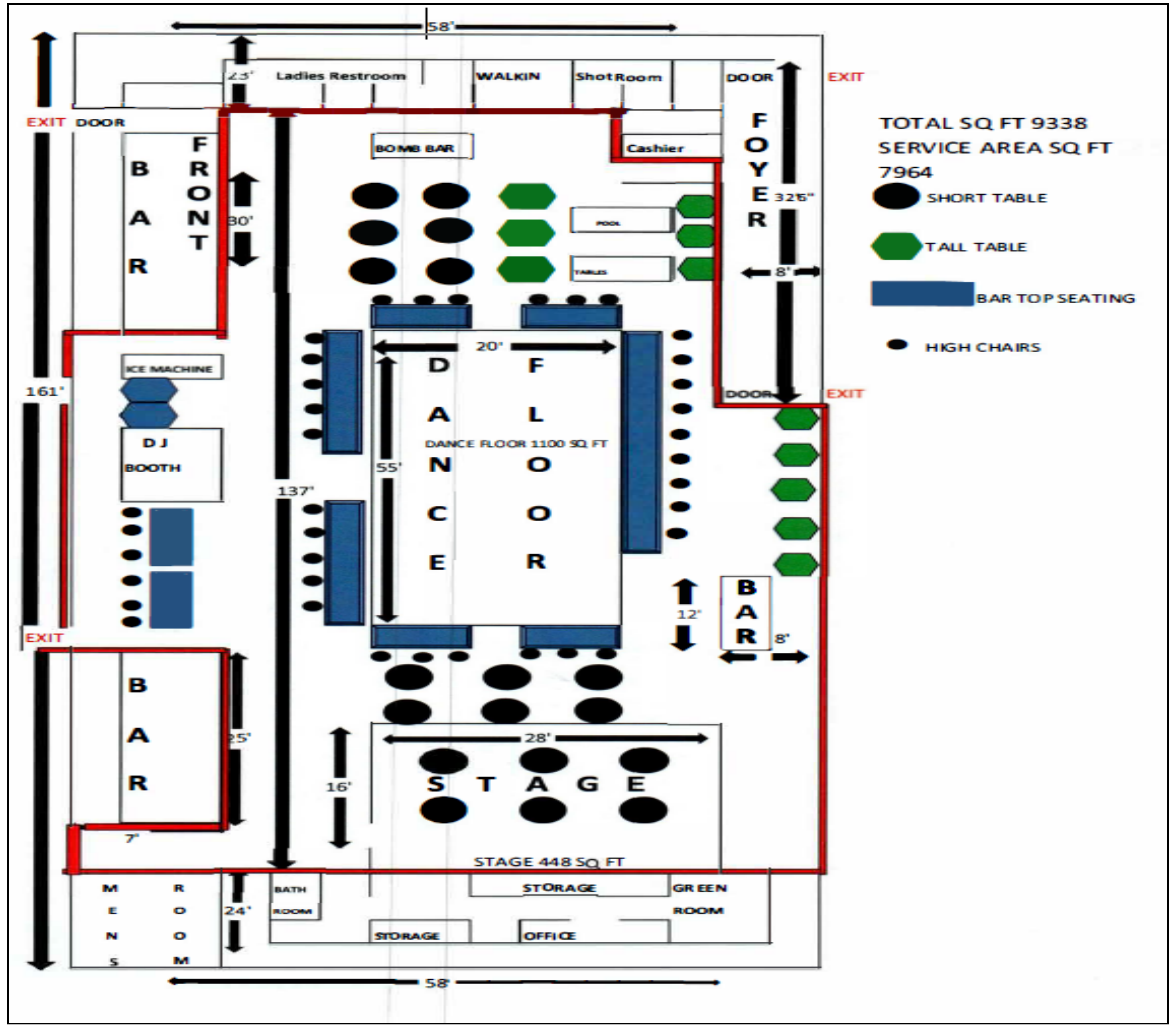
APPLICATION SUMMARY

- **Applicant:** Roger Gearhart
- **Property Owner:** Melcreek LP
- **Location:** 4400 North Big Spring (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a nightclub.



DETAILS OF REQUEST

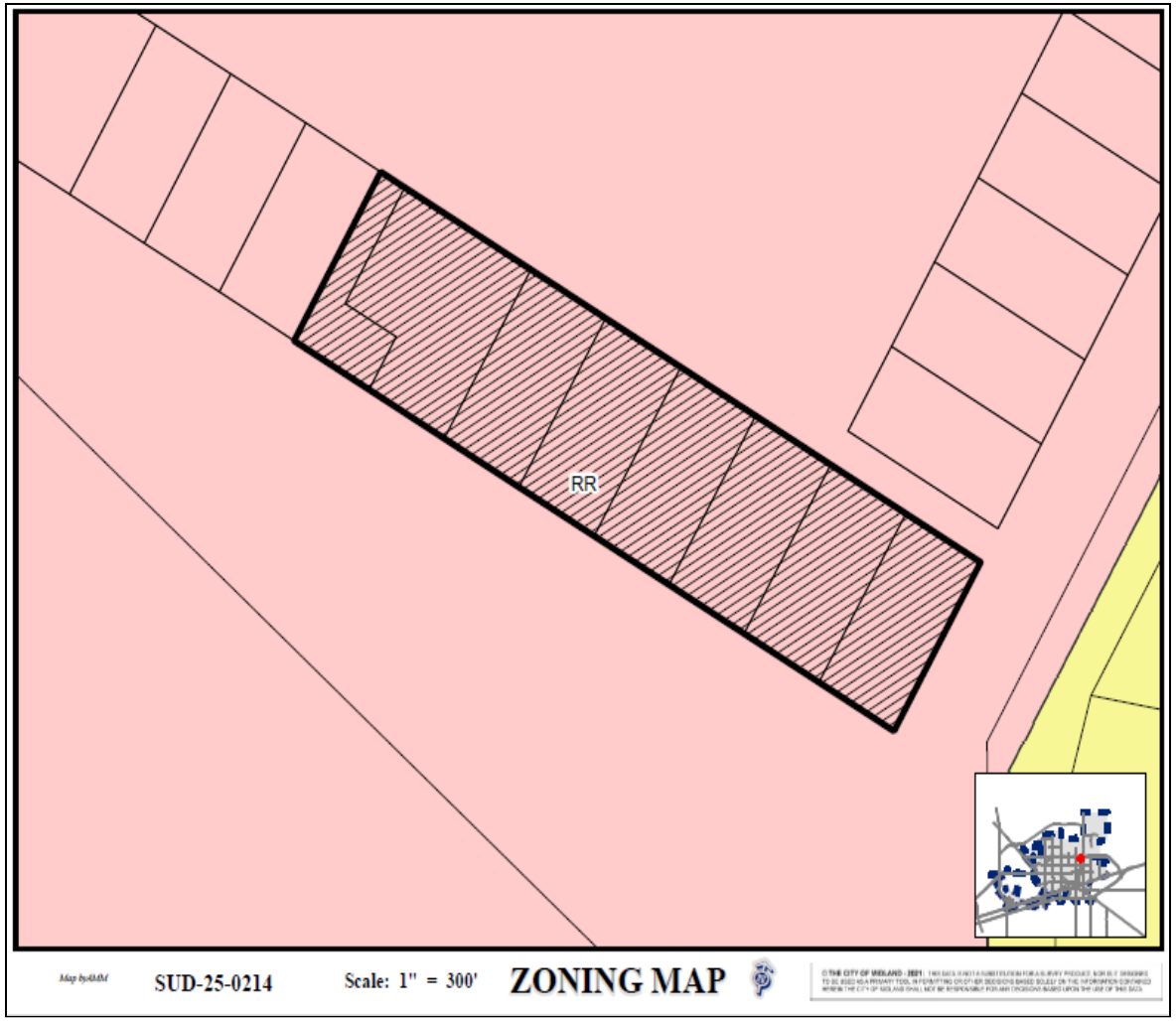
- **For an existing nightclub**
- **Area of Business:** 9,338 SF
- **Serviceable Area:** 7,964 SF
- **Hours of Operation and Sales of Alcohol :**
  - Monday through Sunday 7 p.m. to 2 a.m.



MIDLAND Be the Energy!

ZONING

- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **North, South and West:** RR, Regional Retail District.
  - East: SF2- Single Family Dwelling District.
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.

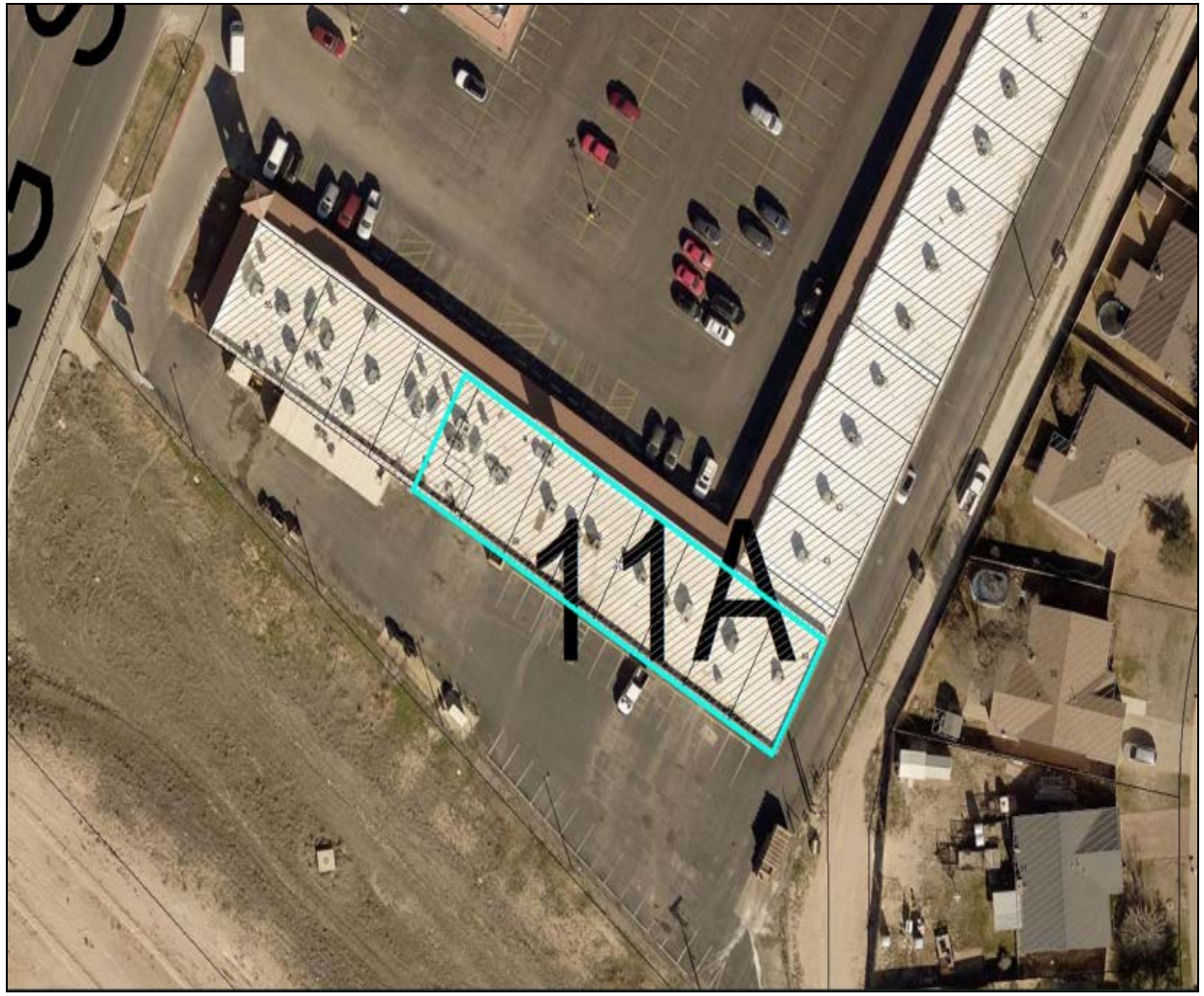


4

MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Nightclub
- **Surrounding Uses:**
  - **North, West and South:** Retail Shops, Restaurant's, and a Venue
  - **East:** Single family Dwellings

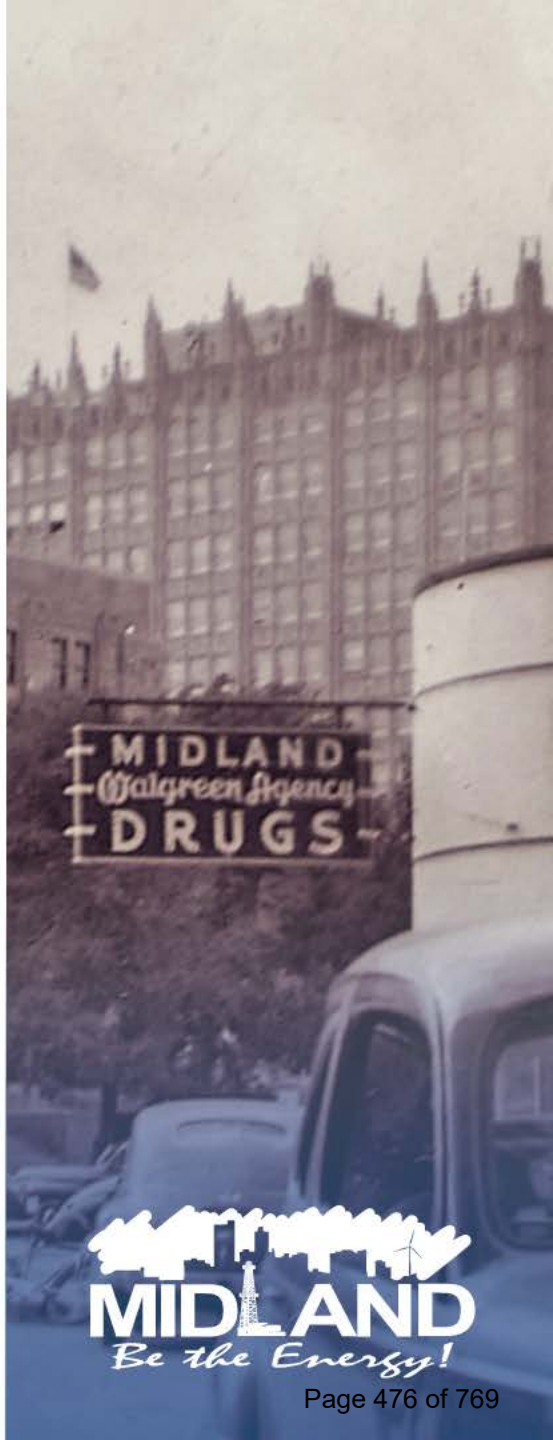


MIDLAND
Be the Energy!

On North Big Spring (Parking Lot), Looking South

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- P&Z Commissioners approved of this request on December 15, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 7,964 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Sunday from 7 p.m. to 2 a.m. the following day.

STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

MISSION

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

City Council Meeting

Item Number: 21.
Meeting Date: January 13, 2026
To: City Council
From: Greg Snow, Police Chief
Subject: AN ORDINANCE AMENDING TITLE VI, "POLICE REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 11, "SEX OFFENDER REGULATIONS", SO AS TO PROHIBIT A SEX OFFENDER (1) FROM RESIDING WITHIN 1,500 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER AND (2) FROM ENTERING PREMISES WHERE CHILDREN COMMONLY GATHER; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

Attachments:
A. ORDINANCE - 10709 - AMENDED

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

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

WHEREAS, the City Council finds it to be in the public interest, including in the interest of public health and safety, to prohibit sex offenders from residing within 1,500 feet of premises where children commonly gather and to prohibit sex offenders from entering premises where children commonly gather;

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

SECTION ONE. That Title VI, "Police Regulations" of the City Code of the City of Midland, Texas, is hereby amended to add Chapter 11, "Sex Offender Regulations", which shall read in its entirety as follows:

6-11-1. Purpose.

The purpose of this Chapter is to protect children and promote the health, safety, morals, and general welfare of children by prohibiting sex offenders from residing within 1,500 feet of premises where children commonly gather and from entering premises where children commonly gather.

6-11-2. Definitions.

As used in this Chapter:

(A) *Child safety zone* means premises where children commonly gather. The term includes a school, day-care facility, stadium, public park, public playground, public or private youth center, public swimming pool, video arcade facility, or other facility that regularly holds events primarily for children. The term does not include a church, as defined by Section 544.251, Insurance Code.

(B) *Effective date of this Chapter* means February 1, 2026.

(C) *Minor* means a person younger than 17 years of age.

(D) *Playground* has the meaning assigned by Section 481.134, Health and Safety Code.

(E) *Premises* means a lot or tract of land and includes all buildings and appurtenances thereon.

(F) *Property line of the child safety zone's premises* means the property line of the premises of a child safety zone that is located nearest to the premises of a sex offender's residence.

(G) *Property line of the sex offender's residential premises* means the property line of the premises of a sex offender's residence that is located nearest to the premises of a child safety zone.

(H) *Residence* means:

1. a place where a person abides, lodges or resides for 14 or more consecutive days;

2. a place where a person abides, lodges or resides for a period of 14 or more days in the aggregate during any calendar year; or

3. a place where a person routinely abides, lodges or resides for a period of four or more consecutive or nonconsecutive days in a month.

(I) *School* has the meaning assigned by Section 481.134, Health and Safety Code.

(J) *Sex offender* means an individual who is required to register as a sex offender under Chapter 62, Code of Criminal Procedure.

(K) *Sex offender database* means the Texas Department of Public Safety's computerized database containing information about sex offenders.

(L) *Video arcade facility* has the meaning assigned by Section 481.134, Health and Safety Code.

(M) *Youth center* has the meaning assigned by Section 481.134, Health and Safety Code.

6-11-3. Prohibited residency; exception; penalty; affirmative defenses.

(A) *Prohibited residency.* A sex offender shall not establish or maintain a residence in, on, or within 1,500 feet of a child safety zone.

(B) *Exception.* It is an exception to the application of Subsection (A) that an exemption was granted to the sex offender in accordance with Section 6-11-6 and that the sex offender was acting in compliance with the exemption.

(C) *Penalty.* A person who violates Subsection (A) shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of Subsection (A). A person commits a separate and distinct offense each day during which a violation of Subsection (A) is committed or continued. Evidence of a culpable mental state is not required to prove a criminal offense under Subsection (A). It is hereby declared that, for all offenses prosecuted under Subsection (A), the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(D) *Affirmative defenses.* It is an affirmative defense to prosecution under this Section:

1. that the sex offender established the residence prior to the effective date of this Chapter and has complied with all applicable state laws concerning sex offender registration since the effective date of this Chapter;

2. that the sex offender established the residence prior to the establishment of the child safety zone within 1,500 feet of the residence and has complied with all applicable state laws concerning sex offender registration since the establishment of such child safety zone;

3. that the sex offender was a minor when he or she committed the offense that gave rise to his or her status as a sex offender and was not convicted of such offense as an adult;

4. that the sex offender is a minor; or

5. that the sex offender was expressly authorized by an order of a court of competent jurisdiction to establish or maintain the residence.

6-11-4. Prohibited entry; exception; penalty; affirmative defenses.

(A) *Prohibited entry.* A sex offender shall not enter the premises of a child safety zone.

(B) *Exception.* It is an exception to the application of Subsection (A):

1. that an exemption was granted to the sex offender in accordance with Section 6-11-6 and that the sex offender was acting in compliance with the exemption;

2. that the sex offender entered the premises of the child safety zone for the limited purpose of attending a meeting of a governmental body that was occurring on the premises of the child safety zone; or

3. that a polling place was located on the premises of the child safety zone, the sex offender was qualified to vote at such polling place, and the sex offender entered the premises of the child safety zone for the limited purpose of voting.

(C) *Penalty.* A person who violates Subsection (A) shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of Subsection (A). A person commits a separate and distinct offense each day during which a violation of Subsection (A) is committed or continued. Evidence of a culpable mental state is not required to prove a criminal offense under Subsection (A). It is hereby declared that, for all offenses prosecuted under Subsection (A), the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(D) *Affirmative defenses.* It is an affirmative defense to prosecution under this Section:

1. that the sex offender was a minor when he or she committed the offense that gave rise to his or her status as a sex offender and was not convicted of such offense as an adult;

2. that the sex offender was expressly authorized by an order of a court of competent jurisdiction to enter the premises of the child safety zone; or

3. that the sex offender is a parent, and the sex offender entered the premises of the child safety zone for the limited purpose of picking up or dropping off the sex offender's own child.

6-11-5. Evidentiary matters; measurements.

(A) *Sex offender database records.* It shall be prima facie evidence that a person is a sex offender if the person's record appears in the sex offender database.

(B) *Judicial notice.* The Municipal Court upon its own motion may, or upon the motion of a party shall, take judicial notice of relevant records that appear in the sex offender database, relevant records maintained by a county clerk, relevant records maintained by a district clerk, relevant records maintained by an appraisal district, and relevant utility account records maintained by the City of Midland.

(C) *Measurements.* For purposes of Section 6-11-3, distance shall be measured by following a straight line from the property line of the sex offender's residential premises to the property line of the child safety zone's premises.

6-11-6. Exemptions; rescission of exemptions.

(A) *Exemptions.* Exemptions from the provisions of this Chapter shall not be contrary to the public interest but may be granted when, owing to special conditions, a literal enforcement of the provisions of this Chapter will result in unnecessary hardship. A sex offender may request an exemption from a provision of this Chapter by submitting a written request to the Chief of Police stating why an exemption should be granted. The Chief of Police may prescribe an application form by which an exemption may be requested. The decision of the Chief of Police on a request for an exemption may be based solely on the information contained in the written request without further hearing. If the Chief of Police disapproves an exemption or approves an exemption with one or more conditions, the sex offender or any affected party may appeal such decision by submitting a written notice of appeal to the board consisting of the City Manager and two City Council members stating why the exemption should be granted or why any conditions of the exemption should be eliminated or revised. The submission of a notice of appeal shall not stay the decision of the Chief of Police during the pendency of the appeal. The board shall consider the notice of appeal and render a decision, which may be based solely on the information contained in the notice of appeal and shall be final.

(B) *Rescission.* The Chief of Police may rescind an exemption at any time by notifying the sex offender in writing of the rescission and the sex offender's right to appeal the rescission. If an exemption is rescinded, a sex offender may appeal the rescission by submitting a written notice of appeal to the City Manager stating why the exemption should not be rescinded. The submission of a notice of appeal shall not stay the rescission of an exemption during the pendency of the appeal. The City Manager, a Deputy City Manager, or an Assistant City Manager shall consider the notice of appeal and render a decision, which may be based solely on the information contained in the notice of appeal and shall be final.

SECTION TWO. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. That this ordinance shall become effective on February 1, 2026.

SECTION SIX. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Greg Snow, Chief of Police

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 22.
Meeting Date: January 13, 2026
To: City Council
From: Christy Weakland, Finance Director
Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
Revise an ordinance establishing regulatory and user fees collected by the City of Midland to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees.

Recommended Action:
APPROVE

Fiscal Impact:
Regulatory and User Fees generate revenue designed to cover the cost of the service being provided by the City of Midland.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Updates were made to departments as outlined below. Corresponding exhibits are attached.

1. **Airport** – *Maximum per 24-hour Period* for Covered and In Close Parking (Exhibit M) was increased.
2. **Downtown Parking Program —** Establish two fees for Downtown Parking (Exhibit O).
3. **ROW Patio Program —** Establish fees for Right-of-Way Patio Program (Exhibit P).

Attachments:
A. ORDINANCE W/EXH - Adopt Fee Schedule December 2025 Ord w Exh
B. Master Fee Schedule - v2
C. Fee Schedule Changes For FY2026 - Effective Feb 1

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to establish fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees; and

WHEREAS, the City Manager's designees have prepared Exhibits A through R, which are attached hereto and incorporated herein for all purposes, identifying said fees (collectively, the "Fee Schedule"); and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the Fee Schedule and to establish the fees identified therein as the fees to be collected by the City of Midland, said fees being reasonably related to the costs and expenses incurred by the City in connection with providing the services associated with said fees;

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

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are adopted as part of this ordinance for all purposes.

SECTION TWO. That the Fee Schedule is hereby approved and adopted. The fees identified in the Fee Schedule are hereby established as the fees to be collected by the City of Midland except for the following types of fees: a fee charged to a requestor who submits a request for information under the Texas Public Information Act; a fee assessed by the Municipal Court that is not identified in the Fee Schedule; a fee established by a contract, to the extent that the fee established by the contract conflicts with or is not identified in the Fee Schedule; a drainage charge; an impact fee; a fee prescribed by a state law, rule, or regulation; or a fee for which a state law, rule, or regulation, or the City Charter requires a

procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule.

To the extent that a fee identified in the Fee Schedule conflicts with a fee that was previously established by ordinance (including an ordinance that has been codified in the City Code), resolution, or other City of Midland instrument, this ordinance shall supersede such previous ordinance, resolution, or other instrument, and the fee identified in the Fee Schedule shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule conflicts with a fee prescribed by a state law, rule, or regulation, the fee prescribed by the state law, rule, or regulation shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule is a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule, such fee that was previously established by following the applicable procedure shall be the applicable fee.

SECTION THREE. That any person wishing to appeal the payment of a fee identified in the Fee Schedule may do so in accordance with the law, rule, regulation, or ordinance that established the procedure for appealing such fee. To the extent that no such appeal procedure has been established for a fee identified in the Fee Schedule that is not a fee assessed by the Municipal Court, the following appeal procedure shall apply:

A. Any person may appeal in writing to the City Manager, or the City Manager's designee, prior to paying the fee or after paying the fee. Any person may appeal in writing to the City Manager, or the City Manager's designee, if the person believes that he or she cannot afford the fee. The person may seek an exemption from all or part of the fee. The City Manager, or the City Manager's designee, shall make certain that the fee is not paid under duress. If a person wishes to appeal after payment of the fee, the person shall appeal in writing to the City Manager, or the City Manager's designee, within ten (10) calendar days of paying the fee.

B. During the pendency of the appeal, the City shall not file criminal charges against any person related to non-payment of the fee if the fee is not paid. Additionally, the City shall not file criminal charges against a person in an attempt to collect the fee.

C. The City Manager, or the City Manager's designee, shall provide a full and meaningful review process. The City Manager, or the City Manager's designee, shall provide a fair opportunity for a person to challenge the accuracy and legal validity of his or her fee obligation. The City Manager, or the City Manager's designee, shall also provide a clear and certain remedy for any erroneous or unlawful fee collection to ensure that the opportunity to contest the fee is a meaningful one. Options that the City Manager, or the City Manager's designee, shall consider in providing a clear and certain remedy are a refund of any excess fee paid, as well as other factors, such as ensuring that a person may continue the operation of his or her business.

D. The City Manager, or the City Manager's designee, shall make his or her decision within ten (10) days of receiving the written notice of appeal. The City Manager, or the City Manager's designee, shall ensure that a person has all rights under any applicable law. A person shall incur no financial hardship by exercising his or her right to appeal.

SECTION FOUR. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. That this ordinance shall become effective on February 1, 2026.

SECTION SEVEN. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Tommy Gonzalez, City Manager

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Exhibit A

City Secretary

	Fee
BUSINESS REGULATIONS	
Junk and Secondhand Goods License (original)	$25.00
Renewal of Junk and Secondhand Goods	$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab Annual Operating Fee (each)	$200.00
Limo or Shuttle Operating Fee (each)	$100.00

Exhibit B

Parks

	Fee
SHOWMOBILE	
Deposit	$1,000.00
Rental Fee (minimum of 4 hours)	$75.00/hr
Extensions	$100.00
Show Lights	$200.00
Deposit for Show Lights	$500.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee (per day)	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$250.00
TRASH CANS	
Deposit	$100.00
Rental Fee (minimum of 10 cans)	$5.00/can/day
PARK PAVILION RENTAL	
Deposit	$100.00
Rental Fee 9am-10pm	$60.00
Rental Fee 9am-3pm	$30.00
Rental Fee 4pm-10pm	$40.00
BEAL RANCH HOUSE	
Deposit w/o Alcohol	$300.00
Deposit w/Alcohol	$500.00
Rental Fee (per hour)	$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	$100.00
Rental Fee 9am-3pm	$50.00
Rental Fee 4pm-10pm	$50.00
Rental Fee 9am-10pm	$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	$75.00/hr
Deposit for Artificial Turf Field Rental	$100.00
Natural Turf Field Rental Fee	$25.00/hr
Lights	$25.00/hr
Tournament Fee	$35.00/team
Tournament Cleaning Fee	$150/field
Tournament Deposit	$100/field
Temporary Fence Set Up On Artificial Turf Field	$200/field
Game Cleaning Fee	$75/Field
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	$65.00/hr
Deposit for Artificial Turf Field Rental	$100.00
Natural Turf Field Rental Fee	$25.00/hr
Lights	$25.00/hr
Tournament Fee	$35/Team with min. of $500/field

Exhibit B

Parks

	Fee
Tournament Cleaning Fee	$150/field
Tournament Deposit	$100/field
Game Cleaning Fee	$75/Field
CONCESSION RENTALS	
Concession Stand Deposit	$100.00
Concession Stand Rental	$25.00/hr
ULMER SAND VOLLEYBALL COURT	
Deposit	$25.00
Rental Fee	$25.00/day
WHITEHOUSE RENTAL	
Deposit	$200.00
Rental Fee 10am-4pm	$200.00
Rental Fee 6pm-12am	$200.00
Rental Fee All Day	$400.00

Exhibit C

Recreation

	Fee
CITY POOL RATES	
Entry Fee	$5.00
Children Under 2	Free
10 Punch Card	$30.00
25 Punch Card	$62.50
50 Punch Card	$100.00
Personal Cooler Admission	$10.00
Soda	$3.00
Water	$2.00
Snacks	$2.00
Ice Cream	$4.00
Swim Lesson (1 week)	$25.00
Life Jacket Rental	Free
PRIVATE RENTALS	
Deposit	$150.00
Rental Fee (2 hours)	$900.00
POOL PAVILION RENTALS (Doug Russell Only)	
Deposit	$150.00
Rental Fee	$100/session
MARTIN LUTHER KING RECREATION CENTER	
Activity Room	per hour
During Operation	$25.00
After Hours	$50.00
Deposit	$100.00
Activity Room w/ Game Room	per hour
During Operation	$50.00
After Hours	$70.00
Deposit	$300.00
Auditorium	per hour
During Operation	$50.00
After Hours	$75.00
Deposit No Alcohol	$500.00
Deposit Alcohol	$750.00
Gymnasium	per hour
During Operation	$40.00
After Hours	$60.00
Deposit	$200.00
MLK Volleyball Net Setup Fee	$15.00

Exhibit C

Recreation

	Fee
Training Room	per hour
Sporting Events ONLY	
During Operation	$50.00
After Hours	$75.00
Deposit	$1,000.00
Daily Entrance Fee	$1.00
Monthly Membership	$15.00
MOVIE SCREEN	
Deposit	$1,000.00
Fee (maximum 4 hours)	$500.00

Exhibit D

Health and Senior Services

	Fee
ENVIRONMENTAL SECTION	
Mobile Food Vendor	
Mobile Food Vendor	$175.00
Mobile Food (Seasonal)	$105.00
Temporary Permit	$70.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Food Services Establishments	
1 thru 5 Employees	$150.00
6 thru 10 Employees	$200.00
11 or More Employees	$250.00
Deli/Meat Market/Bakery	$75.00
Farmers Market	$50.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Retail Food Store	
1 thru 5 Employees	$150.00
6 thru 10 Employees	$200.00
11 or More Employees	$250.00
Temporary Permit	$70.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for After School	$50.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	$100.00
Water Feature Permit	$100.00
Non-Profit Yearly	$30.00
Non-Profit Temporary	$30.00
Re-inspection (When Establishment is Shut Down)	$75.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Septic System Inspections	
Septic System Residential	$150.00
Septic System Commercial	$210.00
Septic re-inspection (When Fails Initial Inspection)	$75.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee

Exhibit D

Health and Senior Services

	Fee
Permits and Inspections	
Re-Inspection (All Services)	$75.00
CLINICAL SECTION	
Health Department Services	
Infanrix/Daptacel (DTaP)	$45.00
Kinrix (DTaP & Polio)	$65.00
Pentacel (DTaP & Polio & Flu Type B)	$120.00
Pediarix (DTAP, Hep B, & IPV)	$100.00
IPOL IPV (Polio)	$45.00
Haverix Pedi HEP A	$40.00
Engerix Pedi HEP B	$35.00
Acthib/Hiberix - HIB (Flu Type B)	$20.00
Vaxelis (DTaP, HIB, Polio & HEB B)	$155.00
Rototeq/Rotarix (Rotavirus)	$145.00
Proquad (MMR & Varicella)	$280.00
Prevnar20/Vaxneuvance 15 (Pneumococcal Conjugate)	$270.00
Pneumovax 23 (PPSV23-Pneumococcal Conjugate)	$125.00
MMR II	$95.00
Varivax (Varicella)	$185.00
Tenivac (TD-Tetanus & Diptheria)	$45.00
Boostrix/Adacel - TDAP (Tetanus Diptheria and Pertussis)	$50.00
Gardasil (HPV 9)	$315.00
Menqaudfi/Menveo (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$190.00
Bexsero (Meningococcal Group B)	$220.00
Penbraya (MCV A, C, W, Y & B)	$230.00
Havrix (Adult Hep A)	$80.00
Energix (3-dose Adult Hep B)	$65.00
Heplisav (2-dose Adult Hep B)	$145.00
Abrysvo/Arexvy (Adult RSV)	$300.00
Beyfortus (Infant RSV)	$515.00
RabAvert (Rabies)	$590.00
Imovax (Rabies)	$420.00
Pfizer- Infant (COVID-19)	$65.00
Pfizer- Adolescent (COVID-19)	$90.00
Pfizer- Adult (COVID-19)	$140.00
Moderna- Adult (COVID-19)	$145.00
Shingrix (Shingles)	$220.00
Infant flu	$25.00
Flu	$30.00
High Dose Flu	$70.00
Flublok	$70.00

Exhibit D

Health and Senior Services

	Fee
Yellow Fever	$225.00
Dengue	$70.00
Typhoid (Typhim Vi)	$150.00
Mpox	$275.00
TB Test	$15.00
TB Clinic	$15.00
Pregnancy Test-Urine	$15.00
Pregnancy Test - Blood	$15.00
STD Testing	$30.00
STD Clinic Treatment	$15.00
STD Clinic Retreatment	$15.00
Prep Panel	$70.00
Prep Office Visit	$15.00
Rapid GC/CT	$50.00
Rapid Trichomoniasis	$10.00
Rapid Syphilis	$20.00
Rapid HIV	$25.00
Renal Panel	$4.00
Lipid Panel	$4.00
Comprehensive Metabolic Panel (CMP)	$4.00
Complete Blood Count (CBC)	$3.00
Hemoglobin A1c	$6.00
PSA Total Screen	$8.00
Hepatitis B Surface Ab	$8.00
Hepatitis B Surface Ag	$8.00
Hepatitis C Ag	$9.00
Hepatitis C Ab	$9.00
MMR/Varicella Panel	$36.00
Administration Fees	
Insured	$60.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$13.75
Medicare Flu or Pneumonia	$60.00

Exhibit E

Animal Services

	Fee
ADOPTION FEES	
Adoption Fees (Includes Micro Chipping)	$50 for Cats; $75 for Dogs
Ducks, Rabbits, Other	$5.00
Surgery Deposit	$100.00
VACCINES AND MEDICAL FEES	
Rabies ($10 Special Event and $20 Regular)	$10.00 or $20.00
IMPOUNDEMENT FEES	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$100.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$150.00
Impoundment - 3rd Offense (altered)	$75.00
Impoundment - 3rd Offense (unaltered)	$200.00
Livestock Impoundment	$150.00
BOARDING & QUARINTINE	
Boarding (per day)	$10.00
Quarantine Fees (minimum of 10 days)	$10.00/day
PICK-UP FEES	
Pickup Fee - Owner Release	$15.00
Pickup Fee -Owner Release (additional animals)	$5.00/each
Pickup Fee -Owner release (litter)	$100.00
Pickup Fee - Deceased	$10.00
Pickup Fee - Dead Small Livestock	$50.00
Pickup Fee- Deceased Livestock	$150.00
MISCELLANEOUS FEES	
Drop off Fee - Owner Release	$25.00
Rabies Specimen Shipping	$100.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
MICROCHIPPING	
Microchips	$10.00
PET LICENSES	
Pet License (yearly)	$10.00
Pet License (replacement)	$1.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$31.00
Green Fee - Weekend	$36.00
Green Fee - After 4:00PM	$21.00
Green Fee - Weekend AM - 9 Holes	$18.00
Green Fee - Weekday Senior	$20.00
Green Fee - Weekday Senior - 9 Holes	$13.00
Green Fee - Junior/High School/College	$9.50
Green Fee - Senior Annual Pass (Monday- Thursday)	$500.00
Green Fee - Senior w/Annual Pass (per round)	$5.00
Cart Fee - 18 holes per rider (w/tax)	$18.00
Cart Fee - 9 holes per rider (w/tax)	$9.00
Cart Fee - Spectator Cart (limited availability)	$75.00
Cart Fee - Youth Tournament Spectator Cart (full cart)	$36.00
Tournament Fee - Weekday (per player)	$55.00
Tournament Fee - Weekend (per player)	$65.00
Tournament Cooker Fee (per player) - Revenue to Concessionaire	$5.00
Range Balls - Small Bucket (w/tax)	$9.00
Range Balls - Medium Bucket (w/tax)	$11.00
Range Balls - Large Bucket (w/tax)	$16.00
Range Balls - Tournament Bucket (w/tax)	$5.00
No Show Fee (per reservation)	$50.00
Club Rental	$40.00
Pull Cart Rental	$5.00

Exhibit G

Planning

	Fee
PRELIMINARY PLAT APPLICATION	
Sketch Plan Application (1st review)	$225.00
Sketch Plan Application (2nd review)	$100.00
Preliminary Plat Application (up to 50 acres)	$350.00
Preliminary Plat Application (over 50 acres)	$500.00
Preliminary Plat Reinstatement	$50.00
FINAL PLAT APPLICATION	
Standard Plat or Residential Up to 50 acres (plus $1 per page)	$355.00
Standard Plat or Residential Over 50 acres (plus $1 per page)	$505.00
Administrative Plat	$250.00
Digital File Conversion Fee	$50.00
Recording Fees- Plats Up to 18"x24"	$60.00
Recording Fees- Plats Over 18"x24"	$80.00
Related Documents	$26.00
30-day Extension for Plat	$50.00
REPLAT	
Replat with Public Hearing	$250.00
Replat without Public Hearing	$250.00
ANNEXATION/ZONE CHANGE APPLICATION	
Standard Zone Change	$500.00
Planned District Zone Change	$650.00
Multiple PD Proposal Basic	$550.00
Multiple PD Proposal Per Additional District	$100.00
Additional PD Regulations	$75.00
Site Plan in PDF Format for City Council	$50.00
Application Fee	$500.00
Zoning Board of Appeal Fee	$600.00
Special Exception Application Fee	$500.00
Zone Change in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District	$0.00
Zoning Verification Letter	$25.00
OIL AND GAS	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Transfer Fee	$500.00
Appeal Fee (takings)	$250.00

***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**

Exhibit G

Planning

	Fee
CREDIT ACCESS BUSINESS	
Application Fee	$50.00
SPECIFIC USE PERMIT (SUP) / SPECIFICATION USE DESIGNATION (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	$300.00
Application for General SUP/SUD	$400.00
Renewal SUP/SUD	$75.00
TEMPORARY MOBILE HOME	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	$100.00
RESTRICTED MASSAGE ESTABLISHMENT	
Restricted Massage Establishment License (2 year term)	$540.00
Request Exemption from Restricted Massage Establishment Licen	$120.00
DEDICATIONS	
Review Fee	$400.00
VACATION	
Application Fee	$400.00
CREATION OF A BUILDING SITE	
Application Fee	$400.00
MASTER SIGN PLAN	
Application Fee	$300.00
TRAFFIC IMPACT	
Traffic Impact (Staff Study)	$350.00
Traffic Impact (Review of Submittal)	$600.00
PORTABLE STORAGE CONTAINERS	
Freight or Portable storage cont.- permit fee	$125.00
Each add'l on same property	$25.00
90- day permit fee for storage container	$150.00
Each add'l container	$25.00
45- day permit fee for storage container	$125.00
Each add'l container	$25.00
30 day permit fee for storage container	$75.00
CERTIFICATE OF OCCUPANCY AND COMPLIANCE	
Certificate of occupancy and compliance	$10.00

Exhibit H

Code

	Fee
BUILDING PERMITS	
COMMERCIAL	
Commercial Construction Permit Fee Based Upon Valuation	
$0-$20,000	$100.00
$20,001 and Up	$100 for first $20k+ $3.5k for each add'l $1k or part thereof
RESIDENTIAL	
Construction Permit Fee	31.5 cents per sq.ft.
Sidewalk/ROW Residential (no building permit)	$50.00
Sidewalk/ROW Commercial (no building permit)	$200.00
Fence Fee	$50.00
Manufactured Home	$200.00
Manufactured Home Skirting Deposit	$100.00
Moving Fee	$200.00
Non-Profit Residential	$150.00
Temporary Structure	$100.00
Detached Accessory (120 sq.ft. or less)	$50.00
Detached Accessory (120 sq.ft. to 200 sq.ft.)	$100.00
DEMOLITION PERMITS	
Commercial Demo Fee - Building	$500.00
Commercial Demo Fee - Interior	$100.00
Residential or Accessory Building	$50.00
TEMPORARY SIGN PERMITS	
Permanent Sign Permits	$50.00
Temporary Sign Annual Permit Fee	$50.00
Failure to Remove Sign (hauling fee)	$50.00
Failure to Remove Sign (daily storage fee)	$10.00
OIL & GAS DRILLING PERMITS	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Transfer Fee	$500.00
***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**	
MOBILE HOME PARK LICENSES	
Mobile Home Park Licenses	$25.00 plus $1 ea./addl
CERITIDICATE OF OCCUPANCY	
Certificate of Occupancy	$50.00
LOT DEPOSITS	
Clearing Deposits (Floor & Foundation) Commercial	$2,000.00
Clearing Deposits (Floor & Foundation) Residential	$600.00
Clearing Deposits (Rubbish, Litter, Lot)	$200.00
Clearing Deposit (Accessory Bldg., Debris, Material)	$200.00

Exhibit H

Code

	Fee
LOT CLEARING	
Administrative Fee (per cas)	$150.00
Mow Lot 12,000 Square Feet or Less (per lot)	$175.00
Mow Lot Larger Than 12,000 Square Feet (per lot)	$275.00
Mow Lot (larger than 1 acre, per acre)	$400.00
Mow Weeds in Alley or Right-of-Way (per lot fronta	$50.00
Trash Removal (per ton)	$110.00
Auto or Pick-Up Tire Removal (per tire)	$8.00
Semi-Truck or Similar Large Tire Removal (per tire)	$12.00
Tree Trimming (per hour)	$50.00
Graffiti Removal (per lot)	$100.00
Notwithstanding the foregoing, if any of the aforementioned "Lot Clearing" services is performed by a City contractor, the fee for such	
ELECTRICAL FEES	
Minimum Fee	$50.00
Temporary Service	$50.00
Temporary Construction Pole	$50.00
Parking Lot Wiring	$50.00
Building Wiring	$0.05 per sq.ft
Service Change	$50.00
Sign Electrical Fee	$50.00
Electrical Fixture Fee (for first, $1.00 each after)	$15.00
Mobile Home Rewiring ($5 for each add'l)	$50.00
Clearance for Elec Connect/Disconnect Residential	$50.00
Reinspection (red tag)	$50.00
MECHANICAL FEES (when not part of building permit)	
Minimum Fee	$50.00
Inspection for Heating, AC, Venting, Ductwork, Fridge ($5 for each add'l inspection)	$50.00
Fire Extinguishing Permit	$50.00
Boiler Inspections (33K to 1165 BTU)	$50.00
Boiler Inspections (1165K to 3300 BTU)	$50.00
Boiler Inspections (over 3300 BTU)	$50.00
Reinspection (red tag)	$50.00
GAS FEES (when not part of building permit)	
Minimum Fee	$50.00
Floor Furnace, Boiler	$50.00
Vented Recessed Heater	$50.00
Gas Line Service	$50.00
Vented Appliance ($10 each add'l)	$50.00

Exhibit H

Code

	Fee
Temporary Connection	$50.00
Reinspection (red tag)	$50.00
PLUMBING FEES (when not part of building permit)	
Minimum Fee	$50.00
Furnace, Unit or Wall Heater ($10 each add'l)	$50.00
Water Heater ($10 each add'l)	$50.00
Water Softener	$50.00
Lawn Sprinkler	$50.00
Water Line Service	$50.00
Sewer Line Service	$50.00
Replumb Building	$0.05 Sq. Ft.
Fire Sprinkler	$0.05 Sq. Ft.
Backflow Assembly Device ($10 each add'l)	$50.00
Reinspection (red tag)	$30.00
VENDOR PERMIT	
Vendor Permit	$100.00
WATER WELL FEE	
Drill New Well	$50.00
REINSPECTION FEE	
Reinspection (all permits)	$100.00
APPLICATION TO BOARD OF APPEALS	
Application	$200.00
PUBLIC WAYS AND PROPERTY	
House Moving Permit Fee	$25.00
Network Nodes-5 in Same Application	$500.00
Each Additional Node in Application	$250.00
Node Support Pole Application	$1,000.00
Fee to Attach Network Node to Public ROW Pole	$20.00

Exhibit I

Engineering

	Fee
TRAFFIC	
Street Name and Traffic Control Sign Fee	$650/intersection
Right of Way Use Permit Fee	$350.00

Exhibit J

Water & Sewer Fees

	Fee
WATER RATES INSIDE CITY	
Base Rate for All Except Apartments for First 2,000 Gallons	$23.26
Base Rate for Apartments per Unit for First 2,000 Gallons Per Unit	$18.94
Rate Per 1,000 gallons Over Base of 2,000 Up to 10,000	$6.58
Rate Per 1,000 Gallons From 10,001 Up to 25,000	$8.64
Rate Per 1,000 gallons From 25,001 Up to 50,000	$11.62
Rate for Over 50,001 (Residential and Non-Essential Water IE: Irrigation)	$14.53
SEWER RATES INSIDE CITY	
All Customers Base Rate (First 2,000 Gallons)	$23.45
All Customers Rate Per 1,000 After Base Rate	$0.94
WATER RATES OUTSIDE CITY	
Base Rate for All Except Apartments for First 2,000 Gallons	$34.89
Base Rate for Apartments Per Unit for First 2,000 Gallons Per Unit	$28.41
Rate Per 1,000 Gallons Over Base of 2,000 Up to 10,000	$9.87
Rate Per 1,000 Gallons from 10,001 Up to 25,000	$12.97
Rate Per 1,000 Gallons From 25,001 Up to 50,000	$17.44
Rate for Over 50,001 (Residential and Non-Essential Water IE: Irrigation)	$21.79
SEWER RATES OUTSIDE CITY	
Residential Base Rate (First 2,000 Gallons)	$35.18
Residential Rate Per 1,000 After Base Rate	$1.42
MISCELLANEOUS	
Septage Waste Hauler Discharges and Fees (per gallon)	$0.33

Exhibit K

Customer Service/Utility Billing

	Fee
ACCOUNT BILLING	
Residential Utility Deposit	$80.72
Re-read of Water Meter (2nd time)	$26.91
Test of Water Meter (2nd time)	$26.91
Non-sufficient Fund Check	$32.29
Reconnect-Disconnect Fee	$32.29
Application Fee	$21.53
Transfer Fee	$20.50
Tampering/Straight Fee (1st time)	$215.25
Tampering/Straight Fee (2nd time)	$322.88
WATER METERS & TAP FEES	
3/4" Water Meter (with existing meter box)	$43.05
1" Water Meter (with existing meter box)	$107.63
1" Water Meter Tap (no paving cut or meter installation)	$419.74
1" Service Charge for Tap and Meter (with meter box)	$457.41
2" Water Meter (with existing meter box)	$258.30
2" Water Meter Tap (no paving cut or meter installation)	$578.10
2" Service Charge for Tap and Meter (with meter box)	$764.14
3" Water Meter	$403.59
4" Water Meter	$384.38
4" Sewer Tap	$376.69
6" Sewer Tap	$410.00
Replacement Sewer Tap (per line)	$307.50
Fee to Abandon Line for Replacement	$153.75
Paving Cut/Boring & Casing Fee	$410.00
Fire Hydrant Meter Setting or Moving	$205.00
Fire Hydrant Meter Deposit Setting	$2,460.00
Drinking Water Testing - Total Coliform (presence or absence)	$18.45
Non-Potable H2O Testing - Total Coliform & E.coli (MPN)	$25.63
Non-Potable H2O Testing - Total Coliform & Fecal Coliform (MPN)	$25.63
Move a Service Line No More Than 5 feet	$153.75

Exhibit L

Sanitation Fees

Inside City Limits

# OF CONTAINERS	NUMBER OF PICKUPS PER WEEK			
	2X	3X	4X	5X
RESIDENTIAL				
0.25	$24.00			
0.5	$48.00			
0.75	$72.00			
1	$96.00			
COMMERCIAL				
0.25	$35.00	$52.50	$70.00	$87.50
0.5	$70.00	$105.00	$140.00	$175.00
0.75	$105.00	$157.50	$210.00	$262.50
1	$140.00	$210.00	$280.00	$350.00
2	$266.00	$399.00	$532.00	$665.00
3	$392.00	$588.00	$784.00	$980.00
4	$518.00	$777.00	$1,036.00	$1,295.00
5	$644.00	$966.00	$1,288.00	$1,610.00
6	$770.00	$1,155.00	$1,540.00	$1,925.00
7	$896.00	$1,344.00	$1,792.00	$2,240.00
8	$1,022.00	$1,533.00	$2,044.00	$2,555.00
9	$1,148.00	$1,722.00	$2,296.00	$2,870.00
10	$1,274.00	$1,911.00	$2,548.00	$3,185.00
11	$1,400.00	$2,100.00	$2,800.00	$3,500.00
12	$1,526.00	$2,289.00	$3,052.00	$3,815.00
13	$1,652.00	$2,478.00	$3,304.00	$4,130.00
14	$1,778.00	$2,667.00	$3,556.00	$4,445.00
15	$1,904.00	$2,856.00	$3,808.00	$4,760.00
16	$2,030.00	$3,045.00	$4,060.00	$5,075.00
17	$2,156.00	$3,234.00	$4,312.00	$5,390.00
18	$2,282.00	$3,423.00	$4,564.00	$5,705.00
19	$2,408.00	$3,612.00	$4,816.00	$6,020.00
20	$2,534.00	$3,801.00	$5,068.00	$6,335.00
21	$2,660.00	$3,990.00	$5,320.00	$6,650.00
22	$2,786.00	$4,179.00	$5,572.00	$6,965.00
23	$2,912.00	$4,368.00	$5,824.00	$7,280.00
24	$3,038.00	$4,557.00	$6,076.00	$7,595.00
25	$3,164.00	$4,746.00	$6,328.00	$7,910.00
26	$3,416.00	$5,124.00	$6,832.00	$8,540.00
27	$3,542.00	$5,313.00	$7,084.00	$8,855.00
28	$3,668.00	$5,502.00	$7,336.00	$9,170.00
29	$3,794.00	$5,691.00	$7,588.00	$9,485.00
30	$3,920.00	$5,880.00	$7,840.00	$9,800.00
PER MONTH				
Recycling Fee	$0.50			
Litter Abatement Fee	$2.00			

Exhibit L

Sanitation Fees

Outside City Limits

# OF CONTAINERS	NUMBER OF PICKUPS PER WEEK			
	2X	3X	4X	5X
RESIDENTIAL				
0.25	$37.00			
0.5	$74.00			
0.75	$111.00			
1	$148.00			
COMMERCIAL				
0.25	$52.50	$78.75	$105.00	$131.25
0.5	$105.00	$157.50	$210.00	$262.50
0.75	$157.50	$236.25	$315.00	$393.75
1	$210.00	$315.00	$420.00	$525.00
2	$399.00	$598.50	$798.00	$997.50
3	$588.00	$882.00	$1,176.00	$1,470.00
4	$777.00	$1,165.50	$1,554.00	$1,942.50
5	$966.00	$1,449.00	$1,932.00	$2,415.00
6	$1,155.00	$1,732.50	$2,310.00	$2,887.50
7	$1,344.00	$2,016.00	$2,688.00	$3,360.00
8	$1,533.00	$2,299.50	$3,066.00	$3,832.50
9	$1,722.00	$2,583.00	$3,444.00	$4,305.00
10	$1,911.00	$2,866.50	$3,822.00	$4,777.50
11	$2,100.00	$3,150.00	$4,200.00	$5,250.00
12	$2,289.00	$3,433.50	$4,578.00	$5,722.50
13	$2,478.00	$3,717.00	$4,956.00	$6,195.00
14	$2,667.00	$4,000.50	$5,334.00	$6,667.50
15	$2,856.00	$4,284.00	$5,712.00	$7,140.00
16	$3,045.00	$4,567.50	$6,090.00	$7,612.50
17	$3,234.00	$4,851.00	$6,468.00	$8,085.00
18	$3,423.00	$5,134.50	$6,846.00	$8,557.50
19	$3,612.00	$5,418.00	$7,224.00	$9,030.00
20	$3,801.00	$5,701.50	$7,602.00	$9,502.50
21	$3,990.00	$5,985.00	$7,980.00	$9,975.00
22	$4,179.00	$6,268.50	$8,358.00	$10,447.50
23	$4,368.00	$6,552.00	$8,736.00	$10,920.00
24	$4,557.00	$6,835.50	$9,114.00	$11,392.50
25	$4,746.00	$7,119.00	$9,492.00	$11,865.00

Exhibit L

Sanitation Fees

OPEN TOP/COMPACTOR FEES	
One-Time Set Up Fee (delivery fee)	$51.00 + tax
Daily Rental	$11.00 + tax
Haul Charge	$255.00 + tax
Per Ton Disposal Fee (landfill charge)	$48.80 per ton
ADDITIONAL CART FEE	
Monthly service Fee for Second Cart	$7.00
REMOVAL OF GARBAGE BY OTHER ENTITY	
Garbage Hauler's Permit	$500.00
LANDFILL (DUMPING AND UNLOADING CHARGES)	
Landfill Access Fee	$25.00
Unlimited Landfill Access Fee (year)	$500.00
Minimum Fee Under 1 Ton	$24.40
Per Ton Disposal Fee	$48.80
Materials Not Contained	$75.00
Pull off Fee	$77.00
SPECIAL WASTE/MINOR OF TDH PERMIT	
Special Waste Fee (per ton)	$97.60
Minimum Fee Under 1 Ton	$48.80

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$2.40
Air Carrier Fees (per 1000 pounds of gross landing weight)	Based on Rates & Charges
Public Aircraft Parking – Locally Based Aircraft (month)	$25.00
Public Aircraft Parking – Transient Aircraft (day)	Based on Rates & Charges
Customer Facility Charge - Vehicle Rentals (per transaction day)	$3.00
PUBLIC PARKING – CI (COVERED)	
0-30 Minutes	Free
31-60 Minutes	$3.00
Every Additional Hour	$2.00
Maximum Per 24-Hour Period	$20.00
PUBLIC PARKING – P1 & P3 (CLOSE-IN)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$17.00
PUBLIC PARKING – P2 &P4 (ECONOMY)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$12.00
PUBLIC PARKING – C2 (REMOTE COVERED)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$14.00
PUBLIC PARKING – P5 (REMOT ECONOMY)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$10.00
GROUND TRANSPORTATION PERMITS (PER MONTH, PER	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for Off-Airport Hotel	$25.00
Courtesy Vehicles for Off-Airport Car Rental (plus 10% airport revenue)	$25.00
Courtesy Vehicles for Off-Airport Parking Lot (plus 10% airport revenue)	$25.00

Exhibit M

Airport

	Fee
EMPLOYEE PARKING	
Annual Employee Parking Media (prorated monthly)	$50.00

SPECIAL ASSESSMENTS

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least $12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.

2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional $25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
FOOTBALL/SOCCER STADIUM	
Sporting Events	
Half Stadium Rental	$1,500.00/day
Half Stadium Rental No Suites with Guarantee of Five Games	$750/day
Whole Stadium Rental	$3,000.00/day
All Inclusive Football Game Package	$10,000.00/game
This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.	
Non-Sporting Events	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500.00/day
Commercial Deposit	$2,500.00
Commercial Rental	$2,500.00/day
Cleaning Fees	
Less Than 2,000 People	$1,500/side
Less Than 2,000 People with Guarantee of Five Events No Suites	$750/side
More Than 2,000 People	$2,500/side
Lighting Fee	$75.00/hour
BASEBALL STADIUM	
Baseball Events	$750.00/day
Non-Baseball Events	
Non-Profit Deposit	$1,000.00
Non-Profit Rental	$1,000.00/day
Commercial Deposit	$1,500.00
Commercial Rental	$1,500/day
Cleaning Fees Assessed By Midland Rockhounds	
Lighting Fee	$75.00/hour
Groundskeeper and Grounds Material Fees Assessed By Midland Rockhounds	
Diamond Club Deposit	$100.00
Diamond Club Rental (minimum 2 hours)	$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUMS	hourly
Video Board Operator	$50.00
Scoreboard Operator	$50.00
PA Announcer	$50.00
Camera Operator	$45.00
Replay Technician	$45.00
Sound Operator	$45.00

Temporary Fence Set Up on Artificial Turf Field	$45.00
SSC - COMMON AREA/PARKING LOT RENTALS	
Pavilion	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500/day
Commercial Deposit	$2,000.00
Commercial Rental	$2,000/day
Parking Lot Only	
Parking Lot Deposit	$1,000.00
Set Up/Tear Down	$1,000/day
Rental Fee	$1,500/day
Cleaning Fees - Common Area/Parking Lot Rentals	
Less Than 1,000 People	$1,000.00
1,001 to 2,500 People	$1,500.00
More Than 2,500 People	$2,000.00
SSC - AUXILIARY FIELDS	
Non-Tournament Fees	
Deposit	$100.00
Field Rental	$75.00/hour
Tournament Fees	
Deposit	$100.00/field
Rental	$35/team with min. of $500/field
Cleaning Fee	$150.00/field/per day
Lighting Fee	$25.00/hour
Concession Stand Deposit	$100.00
Game Cleaning Fee	$75/field/per day
Concession Stand Rental	$25.00/hour

Exhibit O

Miscellaneous

	Fee
COURT FEES	
Municipal Court Building Security Fee	$3.00
Municipal Court Technology Fee	$4.00
Municipal Court Copy Fee	$1.00 per page
BUSINESS REGULATIONS	
Closing Out Sale License Fees - 30 Days	$100.00
Closing Out Sale License Fees - 60 Days	$125.00
Closing Out Sale License Fees - 90 Days	$150.00
Door to Door Solicitors (Peddler) License (valid for 6 months)	$125.00
Door to Door Solicitors (Peddler) License (renewal)	$125.00
Background Check for Door to Door Solicitor License (valid for 1 year)	$10.00
Mobile Home/Travel Trailer Park Application Fee	$10.00
Mobile Home/Travel Trailer Park License	$25 plus $1 each space
Mobile Home Mini Park Location Application	$10.00
Mobile Home Mini Park Revised Site plan	$10.00
City Chauffeur's License Application Fee	$25.00
Airport Cabstand Permit Fee (per month)	$25.00
Special Police Officer License Fee (individual)	$10.00
Special Police Officer License Fee (firm)	$50.00
Carnival Operator's License	$100.00
Carnival Employee's License	$6.00
Side Walk Sale Application Fee	$4.00
POLICE REGULATIONS	
Alarm Permit Application Fee (commercial)	$25.00
Alarm Permit Application Fee (residential)	$20.00
Alarm Permit Renewal Fee (commercial)	$20.00
Alarm Permit Renewal Fee (residential)	$15.00
Alarm Permit Service Fee	$50.00
FRANCHISES	
Telecomm Carrier on Public ROW Regular Fee	$25.00
Franchise Application and Review Fee	$500.00
Franchise Renewal Application and Review Fee	$500.00
PAID PARKING	
Paid Parking Rate (via Mobile App/QR Code)	$1.50 per hour
**Monday–Friday, 8 AM to 6 PM*	
Temporary Use of Paid Space	$15 per space/day
**Used for events, construction, or parklets*	

Exhibit P

Right of Way

Right-of-Way License Fees and Rates for Crossing Property or Public Right-Of-Way
Owned By the City of Midland.

Fees (non-refundable)

Application Fee	$ 1,500.00
Application Fee of Expired License	$ 1,500.00

The City of Midland's Rate and Damage Schedule is 200% of the Then-Current University Lands Rate and Damage Schedule for a 10-Year License

Fees and Rates Will Be Paid at the Commencement of the 10-Year License in One Payment

ROW Patio Program Fees	
Application Fee	$ 50.00
Occupancy Fee	$ 100.00
Removal Deposit Fee	$ 300.00
Application Renewal Fee	$ 100.00

Exhibit Q

Fire and EMS

	Fee
EMS	
Ambulance Services - Basic Life Support (non emergency)	$700 + $15 per mile
Ambulance Services- Basic Life Support (emergency)	$1000 + $15 per mile
Ambulance Services- Advanced Life Support (non emergency)	$800 + $15 per mile
Ambulance Services- Advanced Life Support (emergency)	$1200 + $15 per mile
Ambulance Services- Advanced Life Support (level II)	$1400 + $15 per mile
Ambulance Services - Specialty Care Transport	$1600 + $15 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service - Outside Midland County	$100.00
Advanced Life Support Disposables	$110.00
Basic Life Support Disposables	$80.00
Oxygen	$60.00
IV Supplies	$50.00
Defibrillation	$75.00
Intubation	$125.00
Fire Inspection	
Food Truck Fire Inspection	$50 per inspection annually
Motor Vehicle Incidents	
Motor Vehicle Incident (Level 1)	$500.00
Motor Vehicle Incident (Level 2)	$575.00
Motor Vehicle Incident (Level 3)	$700.00
Motor Vehicle Incident (Level 4)	$1,800.00
Motor Vehicle Incident (Level 5)	$2,200.00
Car Fire	$800.00
Add-On Services	
Extrication (Add-On)	$1,650.00
Landing Zone (Add-On)	$500.00
Hazardous Materials (HAZMAT) Incidents	
HAZMAT Level 1	$900.00
HAZMAT Level 2	$3,200.00
HAZMAT Level 3	$7,500.00
Equipment and Personnel (Hourly Rates)	
Fire Engine (per hour)	$400.00
Ladder Truck (per hour)	$500.00
Rescue Truck (per hour)	$500.00
Command Unit (per hour)	$100.00
Water Tender (per hour)	$150.00
Firefighter (per hour)	$50.00
Driver/Engineer (per hour)	$65.00

Exhibit Q

Fire and EMS

		Fee
Officer (per hour)		$80.00
Chief Officer (per hour)		$100.00
Paramedic (per hour)		$65.00
Inspector/Investigator (per hour)		$80.00
Misc. Equipment (per hour) $350		$350.00
Other Services		
False Fire Alarm		$200.00
Fire Investigation		$350/hr.
Water/Technical Rescue	$500/hr.	
Advanced Water Rescue		$2,000/hr.
Industrial Rescue		$500/hr.
Supplies (Used/Damaged)		Cost + 10%

Exhibit R

Credit Card Fees

The City of Midland will apply a 3.5% fee to all transactions paid by credit card, based on the total amount being paid.

Exhibit A

City Secretary

	Fee
BUSINESS REGULATIONS	
Junk and Secondhand Goods License (original)	$25.00
Renewal of Junk and Secondhand Goods	$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab Annual Operating Fee (each)	$200.00
Limo or Shuttle Operating Fee (each)	$100.00

Exhibit B

Parks

	Fee
SHOWMOBILE	
Deposit	$1,000.00
Rental Fee (minimum of 4 hours)	$75.00/hr
Extensions	$100.00
Show Lights	$200.00
Deposit for Show Lights	$500.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee (per day)	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$250.00
TRASH CANS	
Deposit	$100.00
Rental Fee (minimum of 10 cans)	$5.00/can/day
PARK PAVILION RENTAL	
Deposit	$100.00
Rental Fee 9am-10pm	$60.00
Rental Fee 9am-3pm	$30.00
Rental Fee 4pm-10pm	$40.00
BEAL RANCH HOUSE	
Deposit w/o Alcohol	$300.00
Deposit w/Alcohol	$500.00
Rental Fee (per hour)	$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	$100.00
Rental Fee 9am-3pm	$50.00
Rental Fee 4pm-10pm	$50.00
Rental Fee 9am-10pm	$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	$75.00/hr
Deposit for Artificial Turf Field Rental	$100.00
Natural Turf Field Rental Fee	$25.00/hr
Lights	$25.00/hr
Tournament Fee	$35.00/team
Tournament Cleaning Fee	$150/field
Tournament Deposit	$100/field
Temporary Fence Set Up On Artificial Turf Field	$200/field
Game Cleaning Fee	$75/Field
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	$65.00/hr
Deposit for Artificial Turf Field Rental	$100.00
Natural Turf Field Rental Fee	$25.00/hr
Lights	$25.00/hr

Exhibit B

Parks

	Fee
Tournament Fee	5/Team with min. of $500/field
Tournament Cleaning Fee	$150/field
Tournament Deposit	$100/field
Game Cleaning Fee	$75/Field
CONCESSION RENTALS	
Concession Stand Deposit	$100.00
Concession Stand Rental	$25.00/hr
ULMER SAND VOLLEYBALL COURT	
Deposit	$25.00
Rental Fee	$25.00/day
WHITEHOUSE RENTAL	
Deposit	$200.00
Rental Fee 10am-4pm	$200.00
Rental Fee 6pm-12am	$200.00
Rental Fee All Day	$400.00

Exhibit C

Recreation

	Fee
CITY POOL RATES	
Entry Fee	$5.00
Children Under 2	Free
10 Punch Card	$30.00
25 Punch Card	$62.50
50 Punch Card	$100.00
Personal Cooler Admission	$10.00
Soda	$3.00
Water	$2.00
Snacks	$2.00
Ice Cream	$4.00
Swim Lesson (1 week)	$25.00
Life Jacket Rental	Free
PRIVATE RENTALS	
Deposit	$150.00
Rental Fee (2 hours)	$900.00
POOL PAVILION RENTALS (Doug Russell Only)	
Deposit	$150.00
Rental Fee	$100/session
MARTIN LUTHER KING RECREATION CENTER	
Activity Room	per hour
During Operation	$25.00
After Hours	$50.00
Deposit	$100.00
Activity Room w/ Game Room	per hour
During Operation	$50.00
After Hours	$70.00
Deposit	$300.00
Auditorium	per hour
During Operation	$50.00
After Hours	$75.00
Deposit No Alcohol	$500.00
Deposit Alcohol	$750.00
Gymnasium	per hour
During Operation	$40.00
After Hours	$60.00
Deposit	$200.00
MLK Volleyball Net Setup Fee	$15.00

Exhibit C

Recreation

	Fee
Training Room	per hour
Sporting Events ONLY	
During Operation	$50.00
After Hours	$75.00
Deposit	$1,000.00
Daily Entrance Fee	$1.00
Monthly Membership	$15.00
MOVIE SCREEN	
Deposit	$1,000.00
Fee (maximum 4 hours)	$500.00

Exhibit D

Health and Senior Services

	Fee
ENVIRONMENTAL SECTION	
Mobile Food Vendor	
Mobile Food Vendor	$175.00
Mobile Food (Seasonal)	$105.00
Temporary Permit	$70.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Food Services Establishments	
1 thru 5 Employees	$150.00
6 thru 10 Employees	$200.00
11 or More Employees	$250.00
Deli/Meat Market/Bakery	$75.00
Farmers Market	$50.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Retail Food Store	
1 thru 5 Employees	$150.00
6 thru 10 Employees	$200.00
11 or More Employees	$250.00
Temporary Permit	$70.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for After School	$50.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	$100.00
Water Feature Permit	$100.00
Non-Profit Yearly	$30.00
Non-Profit Temporary	$30.00
Re-inspection (When Establishment is Shut Down)	$75.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee
Septic System Inspections	
Septic System Residential	$150.00
Septic System Commercial	$210.00
Septic re-inspection (When Fails Initial Inspection)	$75.00
Late Fee (When Not Paid By Specified Date)	25% of Permit Fee

Exhibit D

Health and Senior Services

	Fee
Permits and Inspections	
Re-Inspection (All Services)	$75.00
CLINICAL SECTION	
Health Department Services	
Infanrix/Daptacel (DTaP)	$45.00
Kinrix (DTaP & Polio)	$65.00
Pentacel (DTaP & Polio & Flu Type B)	$120.00
Pediarix (DTAP, Hep B, & IPV)	$100.00
IPOL IPV (Polio)	$45.00
Haverix Pedi HEP A	$40.00
Engerix Pedi HEP B	$35.00
Acthib/Hiberix - HIB (Flu Type B)	$20.00
Vaxelis (DTaP, HIB, Polio & HEB B)	$155.00
Rototeq/Rotarix (Rotavirus)	$145.00
Proquad (MMR & Varicella)	$280.00
Prevnar20/Vaxneuvance 15 (Pneumococcal Conjugate)	$270.00
Pneumovax 23 (PPSV23-Pneumococcal Conjugate)	$125.00
MMR II	$95.00
Varivax (Varicella)	$185.00
Tenivac (TD-Tetanus & Diptheria)	$45.00
Boostrix/Adacel - TDAP (Tetanus Diptheria and Pertussis)	$50.00
Gardasil (HPV 9)	$315.00
Menqaudfi/Menveo (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$190.00
Bexsero (Meningococcal Group B)	$220.00
Penbraya (MCV A, C, W, Y & B)	$230.00
Havrix (Adult Hep A)	$80.00
Energix (3-dose Adult Hep B)	$65.00
Heplisav (2-dose Adult Hep B)	$145.00
Abrysvo/Arexvy (Adult RSV)	$300.00
Beyfortus (Infant RSV)	$515.00
RabAvert (Rabies)	$590.00
Imovax (Rabies)	$420.00
Pfizer- Infant (COVID-19)	$65.00
Pfizer- Adolescent (COVID-19)	$90.00
Pfizer- Adult (COVID-19)	$140.00
Moderna- Adult (COVID-19)	$145.00
Shingrix (Shingles)	$220.00
Infant flu	$25.00
Flu	$30.00

Exhibit D

Health and Senior Services

	Fee
High Dose Flu	$70.00
Flublok	$70.00
Yellow Fever	$225.00
Dengue	$70.00
Typhoid (Typhim Vi)	$150.00
Mpox	$275.00
TB Test	$15.00
TB Clinic	$15.00
Pregnancy Test-Urine	$15.00
Pregnancy Test - Blood	$15.00
STD Testing	$30.00
STD Clinic Treatment	$15.00
STD Clinic Retreatment	$15.00
Prep Panel	$70.00
Prep Office Visit	$15.00
Rapid GC/CT	$50.00
Rapid Trichomoniasis	$10.00
Rapid Syphilis	$20.00
Rapid HIV	$25.00
Renal Panel	$4.00
Lipid Panel	$4.00
Comprehensive Metabolic Panel (CMP)	$4.00
Complete Blood Count (CBC)	$3.00
Hemoglobin A1c	$6.00
PSA Total Screen	$8.00
Hepatitis B Surface Ab	$8.00
Hepatitis B Surface Ag	$8.00
Hepatitis C Ag	$9.00
Hepatitis C Ab	$9.00
MMR/Varicella Panel	$36.00
Administration Fees	
Insured	$60.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$13.75
Medicare Flu or Pneumonia	$60.00

Exhibit E

Animal Services

	Fee
ADOPTION FEES	
Adoption Fees (Includes Micro Chipping)	$50 for Cats; $75 for Dogs
Ducks, Rabbits, Other	$5.00
Surgery Deposit	$100.00
VACCINES AND MEDICAL FEES	
Rabies ($10 Special Event and $20 Regular)	$10.00 or $20.00
IMPOUNDEMENT FEES	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$100.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$150.00
Impoundment - 3rd Offense (altered)	$75.00
Impoundment - 3rd Offense (unaltered)	$200.00
Livestock Impoundment	$150.00
BOARDING & QUARINTINE	
Boarding (per day)	$10.00
Quarantine Fees (minimum of 10 days)	$10.00/day
PICK-UP FEES	
Pickup Fee - Owner Release	$15.00
Pickup Fee -Owner Release (additional animals)	$5.00/each
Pickup Fee -Owner release (litter)	$100.00
Pickup Fee - Deceased	$10.00
Pickup Fee - Dead Small Livestock	$50.00
Pickup Fee- Deceased Livestock	$150.00
MISCELLANEOUS FEES	
Drop off Fee - Owner Release	$25.00
Rabies Specimen Shipping	$100.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
MICROCHIPPING	
Microchips	$10.00
PET LICENSES	
Pet License (yearly)	$10.00
Pet License (replacement)	$1.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$31.00
Green Fee - Weekend	$36.00
Green Fee - After 4:00PM	$21.00
Green Fee - Weekend AM - 9 Holes	$18.00
Green Fee - Weekday Senior	$20.00
Green Fee - Weekday Senior - 9 Holes	$13.00
Green Fee - Junior/High School/College	$9.50
Green Fee - Senior Annual Pass (Monday- Thursday)	$500.00
Green Fee - Senior w/Annual Pass (per round)	$5.00
Cart Fee - 18 holes per rider (w/tax)	$18.00
Cart Fee - 9 holes per rider (w/tax)	$9.00
Cart Fee - Spectator Cart (limited availability)	$75.00
Cart Fee - Youth Tournament Spectator Cart (full cart)	$36.00
Tournament Fee - Weekday (per player)	$55.00
Tournament Fee - Weekend (per player)	$65.00
Tournament Cooker Fee (per player) - Revenue to Concessionaire	$5.00
Range Balls - Small Bucket (w/tax)	$9.00
Range Balls - Medium Bucket (w/tax)	$11.00
Range Balls - Large Bucket (w/tax)	$16.00
Range Balls - Tournament Bucket (w/tax)	$5.00
No Show Fee (per reservation)	$50.00
Club Rental	$40.00
Pull Cart Rental	$5.00

Exhibit G

Planning

	Fee
PRELIMINARY PLAT APPLICATION	
Sketch Plan Application (1st review)	$225.00
Sketch Plan Application (2nd review)	$100.00
Preliminary Plat Application (up to 50 acres)	$350.00
Preliminary Plat Application (over 50 acres)	$500.00
Preliminary Plat Reinstatement	$50.00
FINAL PLAT APPLICATION	
Standard Plat or Residential Up to 50 acres (plus $1 per page)	$355.00
Standard Plat or Residential Over 50 acres (plus $1 per page)	$505.00
Administrative Plat	$250.00
Digital File Conversion Fee	$50.00
Recording Fees- Plats Up to 18"x24"	$60.00
Recording Fees- Plats Over 18"x24"	$80.00
Related Documents	$26.00
30-day Extension for Plat	$50.00
REPLAT	
Replat with Public Hearing	$250.00
Replat without Public Hearing	$250.00
ANNEXATION/ZONE CHANGE APPLICATION	
Standard Zone Change	$500.00
Planned District Zone Change	$650.00
Multiple PD Proposal Basic	$550.00
Multiple PD Proposal Per Additional District	$100.00
Additional PD Regulations	$75.00
Site Plan in PDF Format for City Council	$50.00
Application Fee	$500.00
Zoning Board of Appeal Fee	$600.00
Special Exception Application Fee	$500.00
Zone Change in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District	$0.00
Zoning Verification Letter	$25.00
OIL AND GAS	
Amendment Fee	$1,000.00
Certification Fee & Inspection	$300.00
Oil & Gas Application Fee	$4,000.00
Well Transfer Fee	$500.00
Appeal Fee (takings)	$250.00

***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended**

Exhibit G

Planning

	Fee
CREDIT ACCESS BUSINESS	
Application Fee	$50.00
SPECIFIC USE PERMIT (SUP) / SPECIFICATION USE DESIGNATION (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	$300.00
Application for General SUP/SUD	$400.00
Renewal SUP/SUD	$75.00
TEMPORARY MOBILE HOME	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	$100.00
RESTRICTED MASSAGE ESTABLISHMENT	
Restricted Massage Establishment License (2 year term)	$540.00
Request Exemption from Restricted Massage Establishment Lice	$120.00
DEDICATIONS	
Review Fee	$400.00
VACATION	
Application Fee	$400.00
CREATION OF A BUILDING SITE	
Application Fee	$400.00
MASTER SIGN PLAN	
Application Fee	$300.00
TRAFFIC IMPACT	
Traffic Impact (Staff Study)	$350.00
Traffic Impact (Review of Submittal)	$600.00
PORTABLE STORAGE CONTAINERS	
Freight or Portable storage cont.- permit fee	$125.00
Each add'l on same property	$25.00
90- day permit fee for storage container	$150.00
Each add'l container	$25.00
45- day permit fee for storage container	$125.00
Each add'l container	$25.00
30 day permit fee for storage container	$75.00
CERTIFICATE OF OCCUPANCY AND COMPLIANCE	
Certificate of occupancy and compliance	$10.00

Exhibit H

Code

BUILDING PERMITS

COMMERCIAL

Commercial Construction Permit Fee Based Upon Valuation

$0-$20,000

$20,001 and Up

RESIDENTIAL

Construction Permit Fee

Sidewalk/ROW Residential (no building permit)

Sidewalk/ROW Commercial (no building permit)

Fence Fee

Manufactured Home

Manufactured Home Skirting Deposit

Moving Fee

Non-Profit Residential

Temporary Structure

Detached Accessory (120 sq.ft. or less)

Detached Accessory (120 sq.ft. to 200 sq.ft.)

DEMOLITION PERMITS

Commercial Demo Fee - Building

Commercial Demo Fee - Interior

Residential or Accessory Building

TEMPORARY SIGN PERMITS

Permanent Sign Permits

Temporary Sign Annual Permit Fee

Failure to Remove Sign (hauling fee)

Failure to Remove Sign (daily storage fee)

OIL & GAS DRILLING PERMITS

Amendment Fee

Certification Fee & Inspection

Oil & Gas Application Fee

Well Transfer Fee

***TX State HB-40 recognizes Ordinance 8769 including fees and may not be amend**

MOBILE HOME PARK LICENSES

Mobile Home Park Licenses

CERITIDICATE OF OCCUPANCY

Certificate of Occupancy

LOT DEPOSITS

Clearing Deposits (Floor & Foundation) Commercial

Clearing Deposits (Floor & Foundation) Residential

Clearing Deposits (Rubbish, Litter, Lot)
Clearing Deposit (Accessory Bldg., Debris, Material)

LOT CLEARING
Administrative Fee (per cas)
Mow Lot 12,000 Square Feet or Less (per lot)
Mow Lot Larger Than 12,000 Square Feet (per lot)
Mow Lot (larger than 1 acre, per acre)
Mow Weeds in Alley or Right-of-Way (per lot frontage)
Trash Removal (per ton)
Auto or Pick-Up Tire Removal (per tire)
Semi-Truck or Similar Large Tire Removal (per tire)
Tree Trimming (per hour)
Graffiti Removal (per lot)
Notwithstanding the foregoing, if any of the aforementioned "Lot Clearing" services is performed by a City contractor, the fee for such service shall be the fee charged to the City by the

ELECTRICAL FEES
Minimum Fee
Temporary Service
Temporary Construction Pole
Parking Lot Wiring
Building Wiring
Service Change
Sign Electrical Fee
Electrical Fixture Fee (for first, $1.00 each after)
Mobile Home Rewiring ($5 for each add'l)
Clearance for Elec Connect/Disconnect Residential
Reinspection (red tag)

MECHANICAL FEES (when not part of building permit)
Minimum Fee
Inspection for Heating, AC, Venting, Ductwork, Fridge ($5 for each add'l inspection)
Fire Extinguishing Permit
Boiler Inspections (33K to 1165 BTU)
Boiler Inspections (1165K to 3300 BTU)
Boiler Inspections (over 3300 BTU)

Reinspection (red tag)

GAS FEES (when not part of building permit)

Minimum Fee
Floor Furnace, Boiler
Vented Recessed Heater
Gas Line Service
Vented Appliance ($10 each add'l)
Temporary Connection
Reinspection (red tag)

PLUMBING FEES (when not part of building permit)

Minimum Fee
Furnace, Unit or Wall Heater ($10 each add'l)
Water Heater ($10 each add'l)
Water Softener
Lawn Sprinkler
Water Line Service
Sewer Line Service
Replumb Building
Fire Sprinkler
Backflow Assembly Device ($10 each add'l)
Reinspection (red tag)

VENDOR PERMIT

Vendor Permit

WATER WELL FEE

Drill New Well

REINSPECTION FEE

Reinspection (all permits)

APPLICATION TO BOARD OF APPEALS

Application

PUBLIC WAYS AND PROPERTY

House Moving Permit Fee
Network Nodes-5 in Same Application
Each Additional Node in Application
Node Support Pole Application
Fee to Attach Network Node to Public ROW Pole

	Fee
	$100.00
	$100 for first $20k+ $3.5k for each add'l $1k or part thereof
	31.5 cents per sq.ft.
	$50.00
	$200.00
	$50.00
	$200.00
	$100.00
	$200.00
	$150.00
	$100.00
	$50.00
	$100.00
	$500.00
	$100.00
	$50.00
	$50.00
	$50.00
	$50.00
	$10.00
	$1,000.00
	$300.00
	$4,000.00
	$500.00
ed	
	$25.00 plus $1 ea./addl
	$50.00
	$2,000.00
	$600.00

Fee
$200.00
$200.00
$150.00
$175.00
$275.00
$400.00
$50.00
$110.00
$8.00
$12.00
$50.00
$100.00
$50.00
$50.00
$50.00
$50.00
$0.05 per sq.ft
$50.00
$50.00
$15.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00

Fee
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$50.00
$0.05 Sq. Ft.
$0.05 Sq. Ft.
$50.00
$30.00
$100.00
$50.00
$100.00
$200.00
$25.00
$500.00
$250.00
$1,000.00
$20.00

Exhibit I

Engineering

	Fee
TRAFFIC	
Street Name and Traffic Control Sign Fee	$650/intersection
Right of Way Use Permit Fee	$350.00

Exhibit J

Water & Sewer Fees

	Fee
WATER RATES INSIDE CITY	
Base Rate for All Except Apartments for First 2,000 Gallons	$23.26
Base Rate for Apartments per Unit for First 2,000 Gallons Per Unit	$18.94
Rate Per 1,000 gallons Over Base of 2,000 Up to 10,000	$6.58
Rate Per 1,000 Gallons From 10,001 Up to 25,000	$8.64
Rate Per 1,000 gallons From 25,001 Up to 50,000	$11.62
Rate for Over 50,001 (Residential and Non-Essential Water IE:	$14.53
SEWER RATES INSIDE CITY	
All Customers Base Rate (First 2,000 Gallons)	$23.45
All Customers Rate Per 1,000 After Base Rate	$0.94
WATER RATES OUTSIDE CITY	
Base Rate for All Except Apartments for First 2,000 Gallons	$34.89
Base Rate for Apartments Per Unit for First 2,000 Gallons Per Unit	$28.41
Rate Per 1,000 Gallons Over Base of 2,000 Up to 10,000	$9.87
Rate Per 1,000 Gallons from 10,001 Up to 25,000	$12.97
Rate Per 1,000 Gallons From 25,001 Up to 50,000	$17.44
Rate for Over 50,001 (Residential and Non-Essential Water IE:	$21.79
SEWER RATES OUTSIDE CITY	
Residential Base Rate (First 2,000 Gallons)	$35.18
Residential Rate Per 1,000 After Base Rate	$1.42
MISCELLANEOUS	
Septage Waste Hauler Discharges and Fees (per gallon)	$0.33

Exhibit K

Customer Service/Utility Billing

	Fee
ACCOUNT BILLING	
Residential Utility Deposit	$80.72
Re-read of Water Meter (2nd time)	$26.91
Test of Water Meter (2nd time)	$26.91
Non-sufficient Fund Check	$32.29
Reconnect-Disconnect Fee	$32.29
Application Fee	$21.53
Transfer Fee	$20.50
Tampering/Straight Fee (1st time)	$215.25
Tampering/Straight Fee (2nd time)	$322.88
WATER METERS & TAP FEES	
3/4" Water Meter (with existing meter box)	$43.05
1" Water Meter (with existing meter box)	$107.63
1" Water Meter Tap (no paving cut or meter installation)	$419.74
1" Service Charge for Tap and Meter (with meter box)	$457.41
2" Water Meter (with existing meter box)	$258.30
2" Water Meter Tap (no paving cut or meter installation)	$578.10
2" Service Charge for Tap and Meter (with meter box)	$764.14
3" Water Meter	$403.59
4" Water Meter	$384.38
4" Sewer Tap	$376.69
6" Sewer Tap	$410.00
Replacement Sewer Tap (per line)	$307.50
Fee to Abandon Line for Replacement	$153.75
Paving Cut/Boring & Casing Fee	$410.00
Fire Hydrant Meter Setting or Moving	$205.00
Fire Hydrant Meter Deposit Setting	$2,460.00
Drinking Water Testing - Total Coliform (presence or absence)	$18.45
Non-Potable H2O Testing - Total Coliform & E.coli (MPN)	$25.63
Non-Potable H2O Testing - Total Coliform & Fecal Coliform (MPN)	$25.63
Move a Service Line No More Than 5 feet	$153.75

Exhibit L

Sanitation Fees

Inside City Limits

# OF CONTAINERS	NUMBER OF PICKUPS PER WEEK			
	2X	3X	4X	5X
RESIDENTIAL				
0.25	$24.00			
0.5	$48.00			
0.75	$72.00			
1	$96.00			
COMMERCIAL				
0.25	$35.00	$52.50	$70.00	$87.50
0.5	$70.00	$105.00	$140.00	$175.00
0.75	$105.00	$157.50	$210.00	$262.50
1	$140.00	$210.00	$280.00	$350.00
2	$266.00	$399.00	$532.00	$665.00
3	$392.00	$588.00	$784.00	$980.00
4	$518.00	$777.00	$1,036.00	$1,295.00
5	$644.00	$966.00	$1,288.00	$1,610.00
6	$770.00	$1,155.00	$1,540.00	$1,925.00
7	$896.00	$1,344.00	$1,792.00	$2,240.00
8	$1,022.00	$1,533.00	$2,044.00	$2,555.00
9	$1,148.00	$1,722.00	$2,296.00	$2,870.00
10	$1,274.00	$1,911.00	$2,548.00	$3,185.00
11	$1,400.00	$2,100.00	$2,800.00	$3,500.00
12	$1,526.00	$2,289.00	$3,052.00	$3,815.00
13	$1,652.00	$2,478.00	$3,304.00	$4,130.00
14	$1,778.00	$2,667.00	$3,556.00	$4,445.00
15	$1,904.00	$2,856.00	$3,808.00	$4,760.00
16	$2,030.00	$3,045.00	$4,060.00	$5,075.00
17	$2,156.00	$3,234.00	$4,312.00	$5,390.00
18	$2,282.00	$3,423.00	$4,564.00	$5,705.00
19	$2,408.00	$3,612.00	$4,816.00	$6,020.00
20	$2,534.00	$3,801.00	$5,068.00	$6,335.00
21	$2,660.00	$3,990.00	$5,320.00	$6,650.00
22	$2,786.00	$4,179.00	$5,572.00	$6,965.00
23	$2,912.00	$4,368.00	$5,824.00	$7,280.00
24	$3,038.00	$4,557.00	$6,076.00	$7,595.00
25	$3,164.00	$4,746.00	$6,328.00	$7,910.00
26	$3,416.00	$5,124.00	$6,832.00	$8,540.00
27	$3,542.00	$5,313.00	$7,084.00	$8,855.00
28	$3,668.00	$5,502.00	$7,336.00	$9,170.00
29	$3,794.00	$5,691.00	$7,588.00	$9,485.00
30	$3,920.00	$5,880.00	$7,840.00	$9,800.00

PER MONTH

Exhibit L

Sanitation Fees

Recycling Fee	$0.50
Litter Abatement Fee	$2.00

Exhibit L

Sanitation Fees

Outside City Limits

# OF CONTAINERS	NUMBER OF PICKUPS PER WEEK			
	2X	3X	4X	5X
RESIDENTIAL				
0.25	$37.00			
0.5	$74.00			
0.75	$111.00			
1	$148.00			
COMMERCIAL				
0.25	$52.50	$78.75	$105.00	$131.25
0.5	$105.00	$157.50	$210.00	$262.50
0.75	$157.50	$236.25	$315.00	$393.75
1	$210.00	$315.00	$420.00	$525.00
2	$399.00	$598.50	$798.00	$997.50
3	$588.00	$882.00	$1,176.00	$1,470.00
4	$777.00	$1,165.50	$1,554.00	$1,942.50
5	$966.00	$1,449.00	$1,932.00	$2,415.00
6	$1,155.00	$1,732.50	$2,310.00	$2,887.50
7	$1,344.00	$2,016.00	$2,688.00	$3,360.00
8	$1,533.00	$2,299.50	$3,066.00	$3,832.50
9	$1,722.00	$2,583.00	$3,444.00	$4,305.00
10	$1,911.00	$2,866.50	$3,822.00	$4,777.50
11	$2,100.00	$3,150.00	$4,200.00	$5,250.00
12	$2,289.00	$3,433.50	$4,578.00	$5,722.50
13	$2,478.00	$3,717.00	$4,956.00	$6,195.00
14	$2,667.00	$4,000.50	$5,334.00	$6,667.50
15	$2,856.00	$4,284.00	$5,712.00	$7,140.00
16	$3,045.00	$4,567.50	$6,090.00	$7,612.50
17	$3,234.00	$4,851.00	$6,468.00	$8,085.00
18	$3,423.00	$5,134.50	$6,846.00	$8,557.50
19	$3,612.00	$5,418.00	$7,224.00	$9,030.00
20	$3,801.00	$5,701.50	$7,602.00	$9,502.50
21	$3,990.00	$5,985.00	$7,980.00	$9,975.00
22	$4,179.00	$6,268.50	$8,358.00	$10,447.50
23	$4,368.00	$6,552.00	$8,736.00	$10,920.00
24	$4,557.00	$6,835.50	$9,114.00	$11,392.50
25	$4,746.00	$7,119.00	$9,492.00	$11,865.00

Exhibit L

Sanitation Fees

OPEN TOP/COMPACTOR FEES	
One-Time Set Up Fee (delivery fee)	$51.00 + tax
Daily Rental	$11.00 + tax
Haul Charge	$255.00 + tax
Per Ton Disposal Fee (landfill charge)	$48.80 per ton
ADDITIONAL CART FEE	
Monthly service Fee for Second Cart	$7.00
REMOVAL OF GARBAGE BY OTHER ENTITY	
Garbage Hauler's Permit	$500.00
LANDFILL (DUMPING AND UNLOADING CHARGES)	
Landfill Access Fee	$25.00
Unlimited Landfill Access Fee (year)	$500.00
Minimum Fee Under 1 Ton	$24.40
Per Ton Disposal Fee	$48.80
Materials Not Contained	$75.00
Pull off Fee	$77.00
SPECIAL WASTE/MINOR OF TDH PERMIT	
Special Waste Fee (per ton)	$97.60
Minimum Fee Under 1 Ton	$48.80

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$2.40
Air Carrier Fees (per 1000 pounds of gross landing weight)	Based on Rates & Charges
Public Aircraft Parking – Locally Based Aircraft (month)	$25.00
Public Aircraft Parking – Transient Aircraft (day)	Based on Rates & Charges
Customer Facility Charge - Vehicle Rentals (per transaction	$3.00
PUBLIC PARKING – CI (COVERED)	
0-30 Minutes	Free
31-60 Minutes	$3.00
Every Additional Hour	$2.00
Maximum Per 24-Hour Period	$20.00
PUBLIC PARKING – P1 & P3 (CLOSE-IN)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$17.00
PUBLIC PARKING – P2 &P4 (ECONOMY)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$12.00
PUBLIC PARKING – C2 (REMOTE COVERED)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$14.00
PUBLIC PARKING – P5 (REMOT ECONOMY)	
0-30 Minutes	Free
31-60 Minutes	$2.00
Every Additional Hour	$1.00
Maximum Per 24-Hour Period	$10.00
GROUND TRANSPORTATION PERMITS (PER MONTH, PER	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for Off-Airport Hotel	$25.00
Courtesy Vehicles for Off-Airport Car Rental (plus 10% airport revenue)	$25.00
Courtesy Vehicles for Off-Airport Parking Lot (plus 10% airport revenue)	$25.00

Exhibit M

Airport

	Fee
EMPLOYEE PARKING	
Annual Employee Parking Media (prorated monthly)	$50.00

SPECIAL ASSESSMENTS

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least $12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.

2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional $25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
FOOTBALL/SOCCER STADIUM	
Sporting Events	
Half Stadium Rental	$1,500.00/day
Half Stadium Rental No Suites with Guarantee of Five Games	$750/day
Whole Stadium Rental	$3,000.00/day
All Inclusive Football Game Package	$10,000.00/game
This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.	
Non-Sporting Events	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500.00/day
Commercial Deposit	$2,500.00
Commercial Rental	$2,500.00/day
Cleaning Fees	
Less Than 2,000 People	$1,500/side
Less Than 2,000 People with Guarantee of Five Events No Suites	$750/side
More Than 2,000 People	$2,500/side
Lighting Fee	$75.00/hour
BASEBALL STADIUM	
Baseball Events	$750.00/day
Non-Baseball Events	
Non-Profit Deposit	$1,000.00
Non-Profit Rental	$1,000.00/day
Commercial Deposit	$1,500.00
Commercial Rental	$1,500/day
Cleaning Fees Assessed By Midland Rockhounds	
Lighting Fee	$75.00/hour
Groundskeeper and Grounds Material Fees Assessed By Midland Rockhounds	
Diamond Club Deposit	$100.00
Diamond Club Rental (minimum 2 hours)	$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUMS	hourly
Video Board Operator	$50.00
Scoreboard Operator	$50.00
PA Announcer	$50.00
Camera Operator	$45.00
Replay Technician	$45.00

Sound Operator	$45.00
Temporary Fence Set Up on Artificial Turf Field	$45.00
SSC - COMMON AREA/PARKING LOT RENTALS	
Pavilion	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500/day
Commercial Deposit	$2,000.00
Commercial Rental	$2,000/day
Parking Lot Only	
Parking Lot Deposit	$1,000.00
Set Up/Tear Down	$1,000/day
Rental Fee	$1,500/day
Cleaning Fees - Common Area/Parking Lot Rentals	
Less Than 1,000 People	$1,000.00
1,001 to 2,500 People	$1,500.00
More Than 2,500 People	$2,000.00
SSC - AUXILIARY FIELDS	
Non-Tournament Fees	
Deposit	$100.00
Field Rental	$75.00/hour
Tournament Fees	
Deposit	$100.00/field
Rental	$35/team with min. of $500/field
Cleaning Fee	$150.00/field/per day
Lighting Fee	$25.00/hour
Concession Stand Deposit	$100.00
Game Cleaning Fee	$75/field/per day
Concession Stand Rental	$25.00/hour

Exhibit O

Miscellaneous

	Fee
COURT FEES	
Municipal Court Building Security Fee	$3.00
Municipal Court Technology Fee	$4.00
Municipal Court Copy Fee	$1.00 per page
BUSINESS REGULATIONS	
Closing Out Sale License Fees - 30 Days	$100.00
Closing Out Sale License Fees - 60 Days	$125.00
Closing Out Sale License Fees - 90 Days	$150.00
Door to Door Solicitors (Peddler) License (valid for 6 months)	$125.00
Door to Door Solicitors (Peddler) License (renewal)	$125.00
Background Check for Door to Door Solicitor License (valid for 1 year)	$10.00
Mobile Home/Travel Trailer Park Application Fee	$10.00
Mobile Home/Travel Trailer Park License	$25 plus $1 each space
Mobile Home Mini Park Location Application	$10.00
Mobile Home Mini Park Revised Site plan	$10.00
City Chauffeur's License Application Fee	$25.00
Airport Cabstand Permit Fee (per month)	$25.00
Special Police Officer License Fee (individual)	$10.00
Special Police Officer License Fee (firm)	$50.00
Carnival Operator's License	$100.00
Carnival Employee's License	$6.00
Side Walk Sale Application Fee	$4.00
POLICE REGULATIONS	
Alarm Permit Application Fee (commercial)	$25.00
Alarm Permit Application Fee (residential)	$20.00
Alarm Permit Renewal Fee (commercial)	$20.00
Alarm Permit Renewal Fee (residential)	$15.00
Alarm Permit Service Fee	$50.00
FRANCHISES	
Telecomm Carrier on Public ROW Regular Fee	$25.00
Franchise Application and Review Fee	$500.00
Franchise Renewal Application and Review Fee	$500.00
PAID PARKING	
Paid Parking Rate (via Mobile App/QR Code)	$1.50 per hour
**Monday–Friday, 8 AM to 6 PM*	
Temporary Use of Paid Space	$15 per space/day
**Used for events, construction, or parklets*	

Exhibit P

Right of Way

Right-of-Way License Fees and Rates for Crossing Property or Public Right-Of-W
Owned By the City of Midland.

Fees (non-refundable)

Application Fee
Application Fee of Expired License

The City of Midland's Rate and Damage Schedule is 200% of the Then-Current University Lands Rate and Damage Schedule for a 10-Ye

Fees and Rates Will Be Paid at the Commencement of the 10-Year License in One Payment

ROW Patio Program Fees
Application Fee
Occupancy Fee
Removal Deposit Fee
Application Renewal Fee

Way

$	1,500.00
$	1,500.00

ear License

$	50.00
$	100.00
$	300.00
$	100.00

Exhibit Q

Fire and EMS

	Fee
EMS	
Ambulance Services - Basic Life Support (non emergency)	$700 + $15 per mile
Ambulance Services- Basic Life Support (emergency)	$1000 + $15 per mile
Ambulance Services- Advanced Life Support (non emergency)	$800 + $15 per mile
Ambulance Services- Advanced Life Support (emergency)	$1200 + $15 per mile
Ambulance Services- Advanced Life Support (level II)	$1400 + $15 per mile
Ambulance Services - Specialty Care Transport	$1600 + $15 per mile
Ambulance Waiting Charge	$200 per hour
Ambulance Service - Outside Midland County	$100.00
Advanced Life Support Disposables	$110.00
Basic Life Support Disposables	$80.00
Oxygen	$60.00
IV Supplies	$50.00
Defibrillation	$75.00
Intubation	$125.00
Fire Inspection	
Food Truck Fire Inspection	$50 per inspection annually
Motor Vehicle Incidents	
Motor Vehicle Incident (Level 1)	$500.00
Motor Vehicle Incident (Level 2)	$575.00
Motor Vehicle Incident (Level 3)	$700.00
Motor Vehicle Incident (Level 4)	$1,800.00
Motor Vehicle Incident (Level 5)	$2,200.00
Car Fire	$800.00
Add-On Services	
Extrication (Add-On)	$1,650.00
Landing Zone (Add-On)	$500.00
Hazardous Materials (HAZMAT) Incidents	
HAZMAT Level 1	$900.00
HAZMAT Level 2	$3,200.00
HAZMAT Level 3	$7,500.00
Equipment and Personnel (Hourly Rates)	
Fire Engine (per hour)	$400.00
Ladder Truck (per hour)	$500.00
Rescue Truck (per hour)	$500.00
Command Unit (per hour)	$100.00
Water Tender (per hour)	$150.00
Firefighter (per hour)	$50.00

Exhibit Q

Fire and EMS

		Fee
Driver/Engineer (per hour)		$65.00
Officer (per hour)		$80.00
Chief Officer (per hour)		$100.00
Paramedic (per hour)		$65.00
Inspector/Investigator (per hour)		$80.00
Misc. Equipment (per hour) $350		$350.00
Other Services		
False Fire Alarm		$200.00
Fire Investigation		$350/hr.
Water/Technical Rescue	$500/hr.	
Advanced Water Rescue		$2,000/hr.
Industrial Rescue		$500/hr.
Supplies (Used/Damaged)		Cost + 10%

Exhibit R

Credit Card Fees

The City of Midland will apply a 3.5% fee to all transactions paid by credit card, based on the total amount being paid.

City Council Meeting

Item Number: {{item.number}}

Meeting Date: December 16, 2025

To: City Council / City Manager

From: Christy Weakland, Director

Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION (DISTRICT: ALL) (FINANCE)

Purpose:

Revise an ordinance establishing regulatory and user fees collected by the City of Midland to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees.

Recommended City Council Action:

Approve

Fiscal Impact:

Regulatory and User Fees generate revenue designed to cover the cost of the service being provided by the City of Midland

Discussion:

Updates were made to departments as outlined below. Corresponding exhibits are attached.

1. **Airport** – Maximum per 24-hour Period Parking fees (Exhibit M) were increased.
2. **Right of Way (ROW)** – ROW Patio Program (Exhibit P) fees were added.
3. **Code Enforcement** - New Downtown Parking Program fees were added to (Exhibit O).

City Council Meeting

Item Number: 23.
Meeting Date: January 13, 2026
To: City Council
From: Christy Weakland, Finance Director
Subject: AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2024-2025 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS (FIRST READING HELD DECEMBER 16, 2025)

Purpose:
The ordinance will amend the 2024–2025 budget to align appropriations with actual expenditures in certain funds where unforeseen needs resulted in costs exceeding the adopted budget.

Recommended Action:
Approve

Fiscal Impact:
The ordinance will authorize additional appropriations for certain governmental funds where expenditures exceeded the originally adopted budget due to unforeseen needs identified during the fiscal year.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Airport Operations ($800,000): Airport expenditures exceeded the adopted budget due to rapid growth in airport activity, which required additional staffing, maintenance, and operational resources. These additional costs are fully supported by higher-than-expected airport revenue, and do not create a structural financial issue for the fund.

Special Event Donations ($123,000): The increase in appropriations for Special Events reflects donations received throughout the fiscal year. These donated funds must be formally appropriated before they can be spent on events such as Merry Lights.

Attachments:
A. ORDINANCE - 2024-2025

Kathy Rauda, City Secretary Created/Initiated - 12/17/2025

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AMENDMENTS TO THE 2024-2025 FISCAL YEAR BUDGET SO AS TO INCREASE AMOUNTS APPROPRIATED TO CERTAIN FUNDS

WHEREAS, expenditures in certain governmental funds exceeded the original estimates in the budget for the 2024-2025 fiscal year; and

WHEREAS, the Council finds it to be in the public interest to amend the 2024-2025 budget as necessary to meet unforeseen conditions that could not by reasonably diligent thought and attention have been included in the original budget for the 2024-2025 fiscal year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

THAT in accordance with Texas Local Government Code Chapter 102, the official municipal budget for the fiscal year 2024-2025 is hereby amended by increasing amounts appropriated to certain funds from the Unappropriated Fund Balance for the fiscal year ending September 30, 2025, as follows:

Increasing Budget Authority

Airport Operations. $800,000.00;

Special Event Donations. . . . . $123,000.00.

Said budget schedule is on file with the office of the City Secretary referenced by the date and number of this Ordinance.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 24.
Meeting Date: January 13, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: REVIEW ORDINANCE NO. 10619, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION. THE CITY COUNCIL MAY TAKE ACTION TO DIRECT CITY STAFF TO BEGIN THE PROCESS TO AMEND THE CONDITIONS AND RESTRICTIONS OF THE SPECIFIC USE DESIGNATION WITH TERM OR TO REPEAL ORDINANCE NO. 10619

Purpose:
This is to review Ordinance 10619, which allowed a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a lounge on a property located at 615 West Wall Street for Hot Shots.

Recommended Action:
Informational/Directional

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Analysis:

Per Condition J of Ordinance 10619, City Council is to review this SUD within seven months of its approval. In Conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal this ordinance.

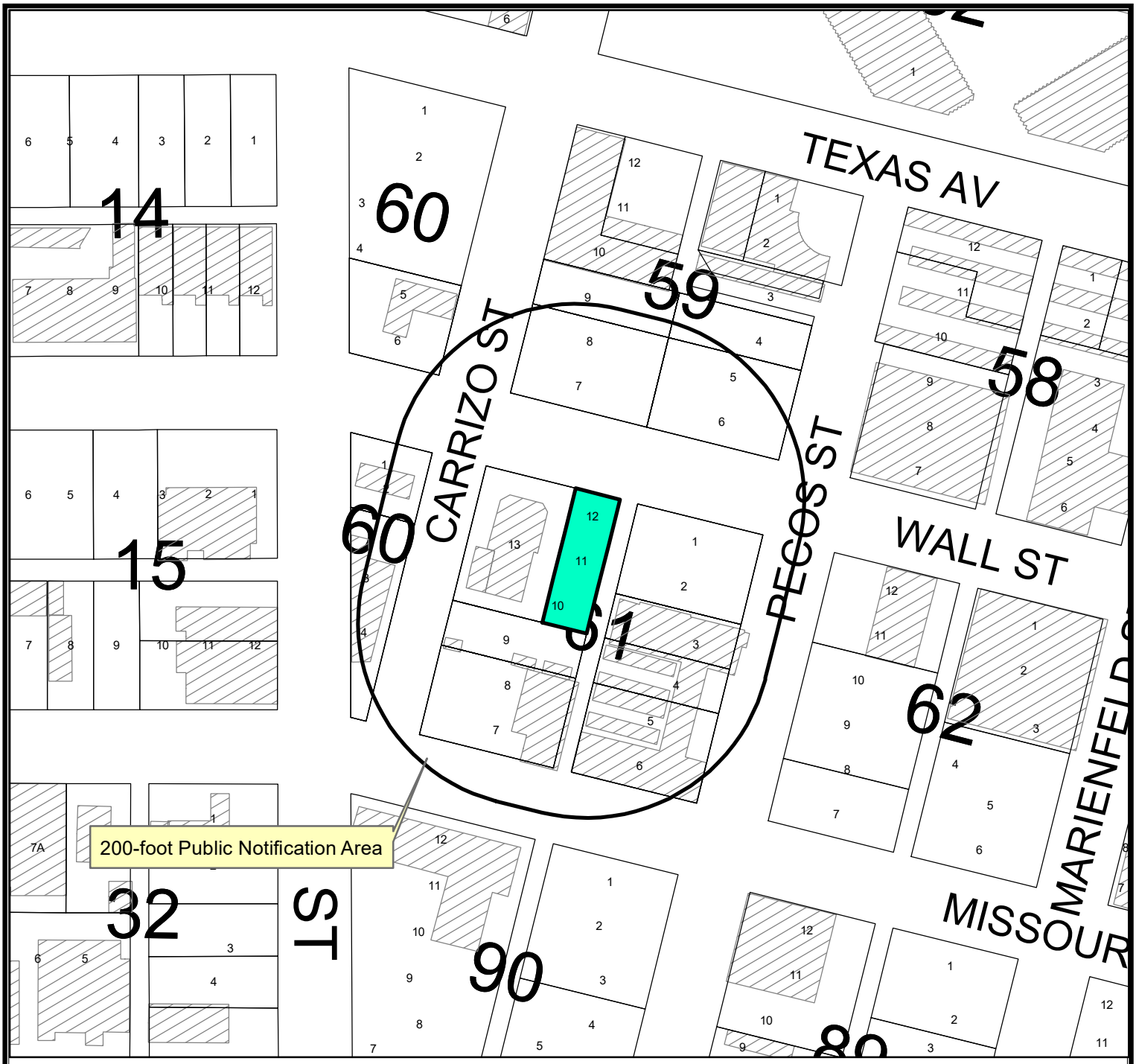
Per Condition D, the operator of the Establishment shall provide a minimum of two security guards who are Level II certified, as required by the State of Texas for a security officer commission or for a license as a non-commissioned security officer, on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 1:45 a.m. of the following day. Staff has received documentation showing that security guards have been provided.

From June 2025, when the ordinance was approved, through December 2025, a total of 20 incidents were reported. Three incidents were reported in June. Four incidents were reported in July. Three incidents were reported in August. No incidents reported in September. One incident was reported in October. Three incidents were reported in November. Six incidents were reported for December.

Attachments:

A. SUD-25-0195, 7-Month Review Combined Docs
B. SUD-25-0195, Alcohol SUD w Term

Alexis Martinez, Development Services	Created/Initiated - 12/29/2025
Landon Ochoa, Development Services	Approved - 1/2/2026
Elizabeth Triggs, Development Services	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/6/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026



Location Map

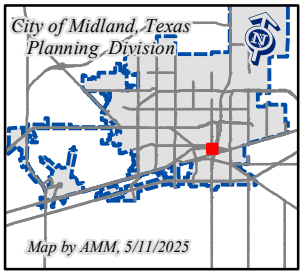
SUD-25-0195 **Scale: 1" = 861'**

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a lounge on the east 50 feet of Lots 10 through and 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

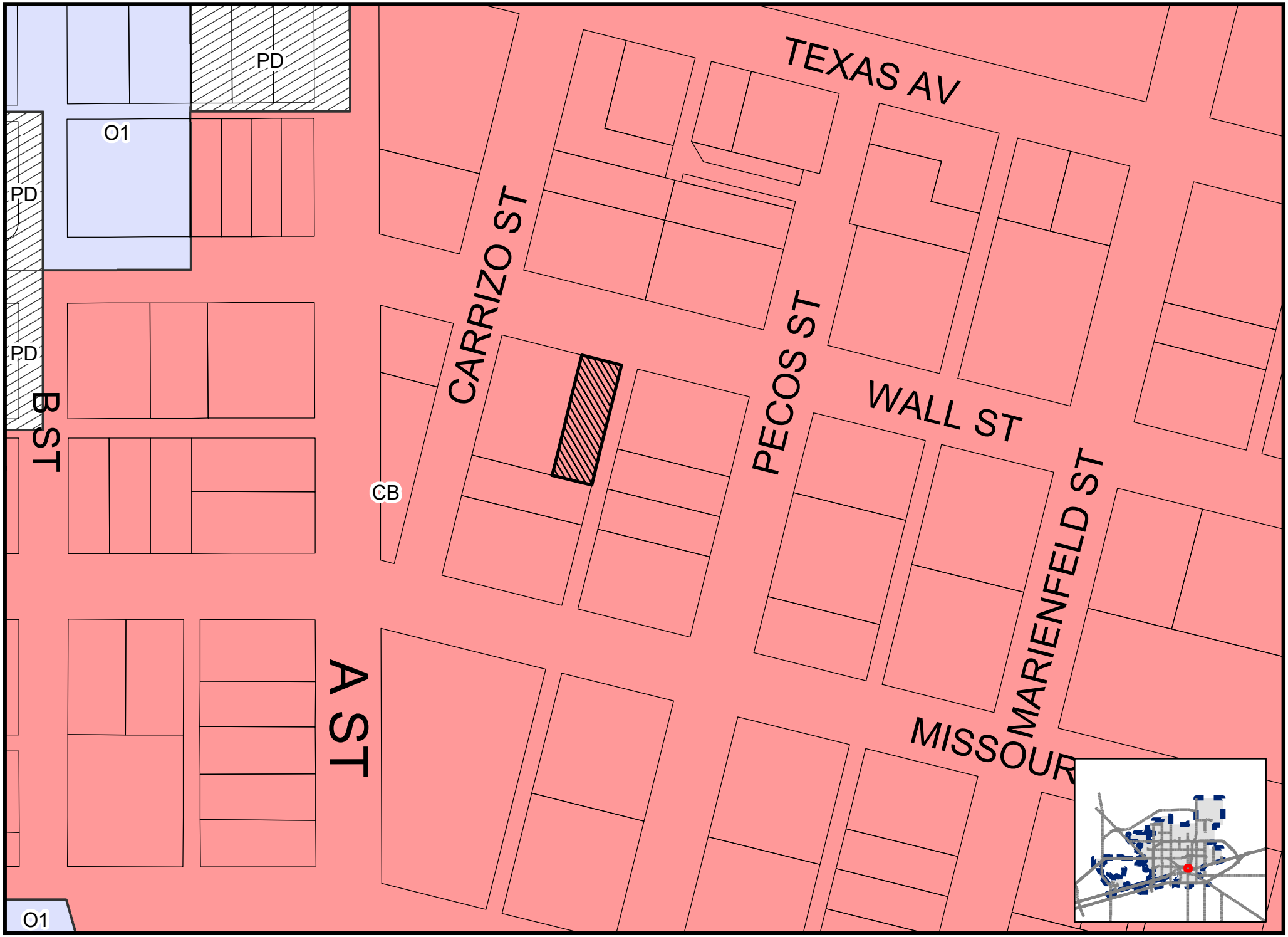
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



Map by AMM, 5/11/2025

SUD-25-0195

Scale: 1" = 753'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY USER OTHERS.

HOT SHOTS
POOL TOURN MENT TUES-SAT
KARAOKE TUES THRU SAT
EST BLISHED 1999

TEXAS AV

CARRIZO ST

PECOS ST

WALL ST

MARIENFELD ST

MISSOURI AV

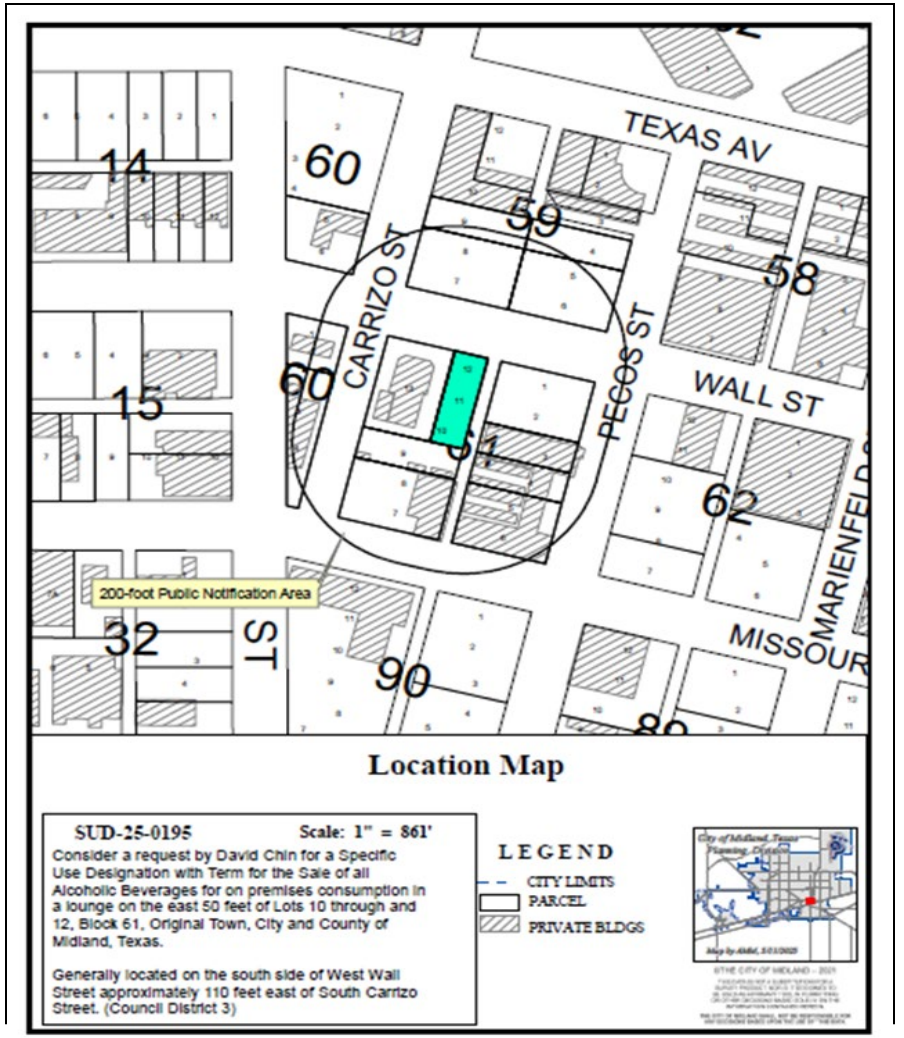
B ST

A ST

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
HOT SHOTS(7 MONTH REVIEW)
Visit Our Website
MIDLANDTEXAS.GOV

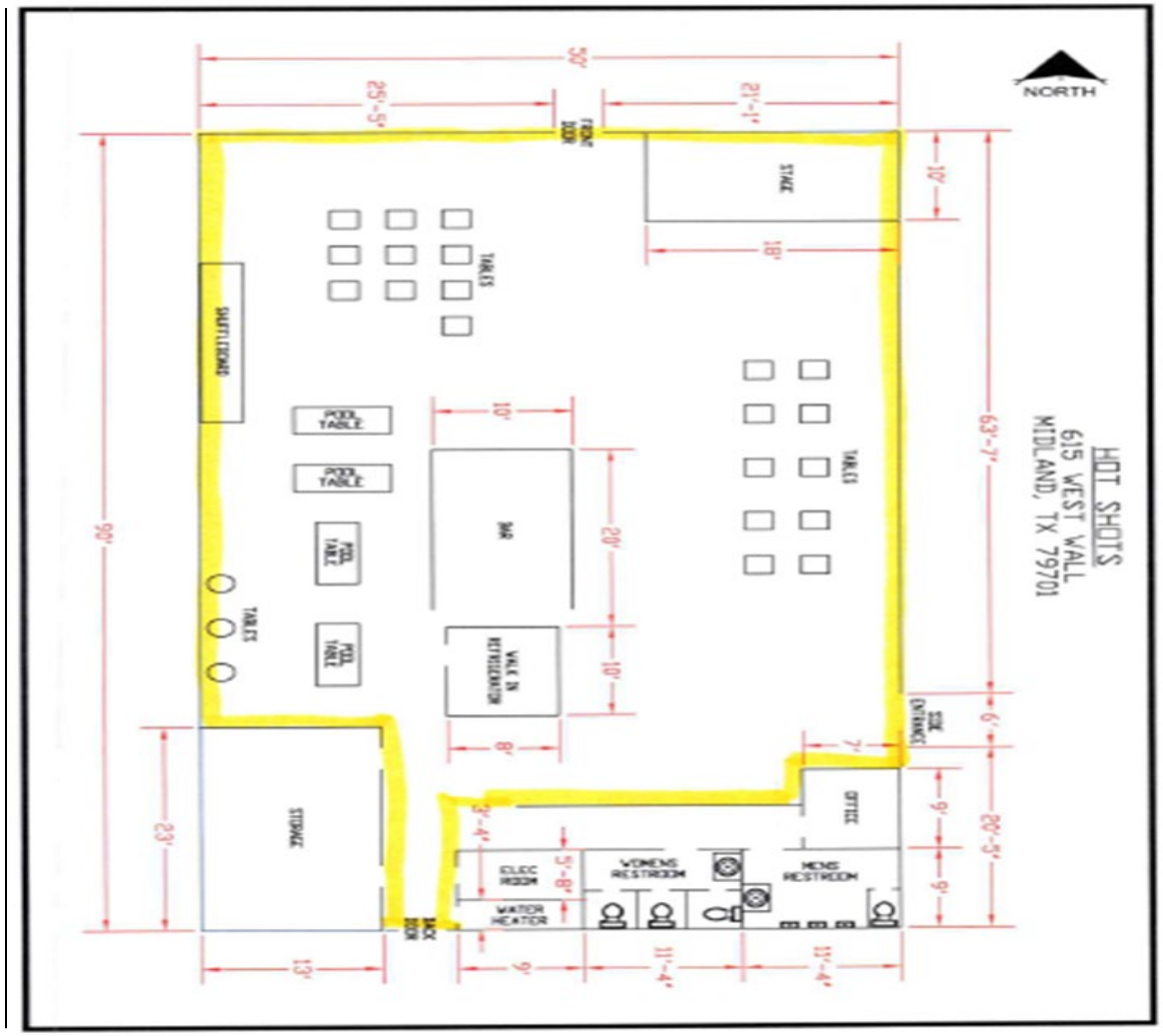
APPLICATION SUMMARY

- **Property owner & applicant:** David Chin
- **Zone Change Request:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Current Use:** A Lounge (Hot Shots)
- **Address:** 615 West Wall Street (District 3)



DETAILS OF REQUEST

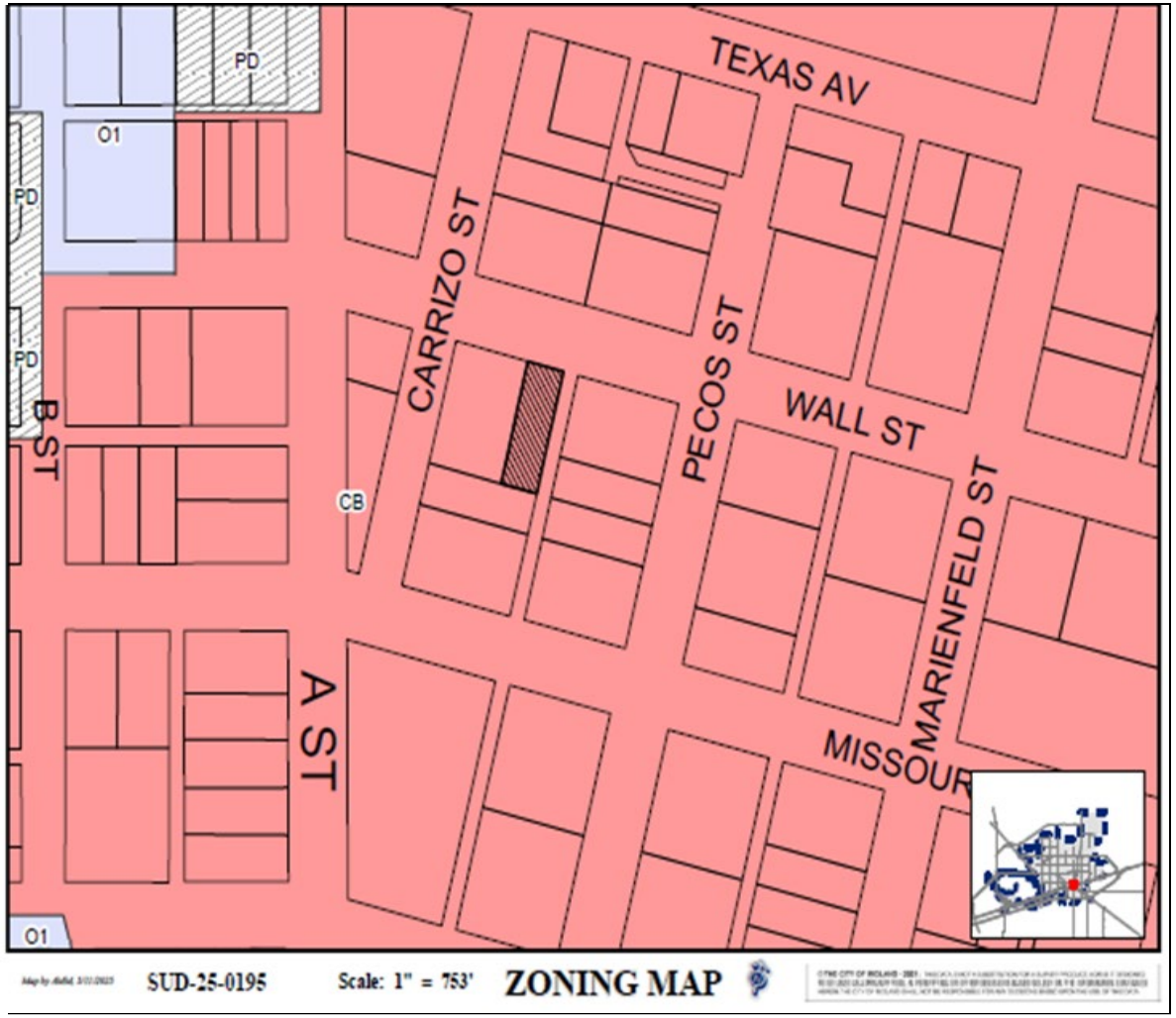
- For Existing Bar
- **Area of Business:** 4,200 SF
- **Serviceable Area:** 4,000 SF
- **Hours of Operation and Alcohol Sales:** Tuesday through Saturday from 6 p.m. to 1:45 a.m.
  - Proposed days and hours of alcohol sales and consumption match hours of operation



MIDLAND Be the Energy!

ZONING

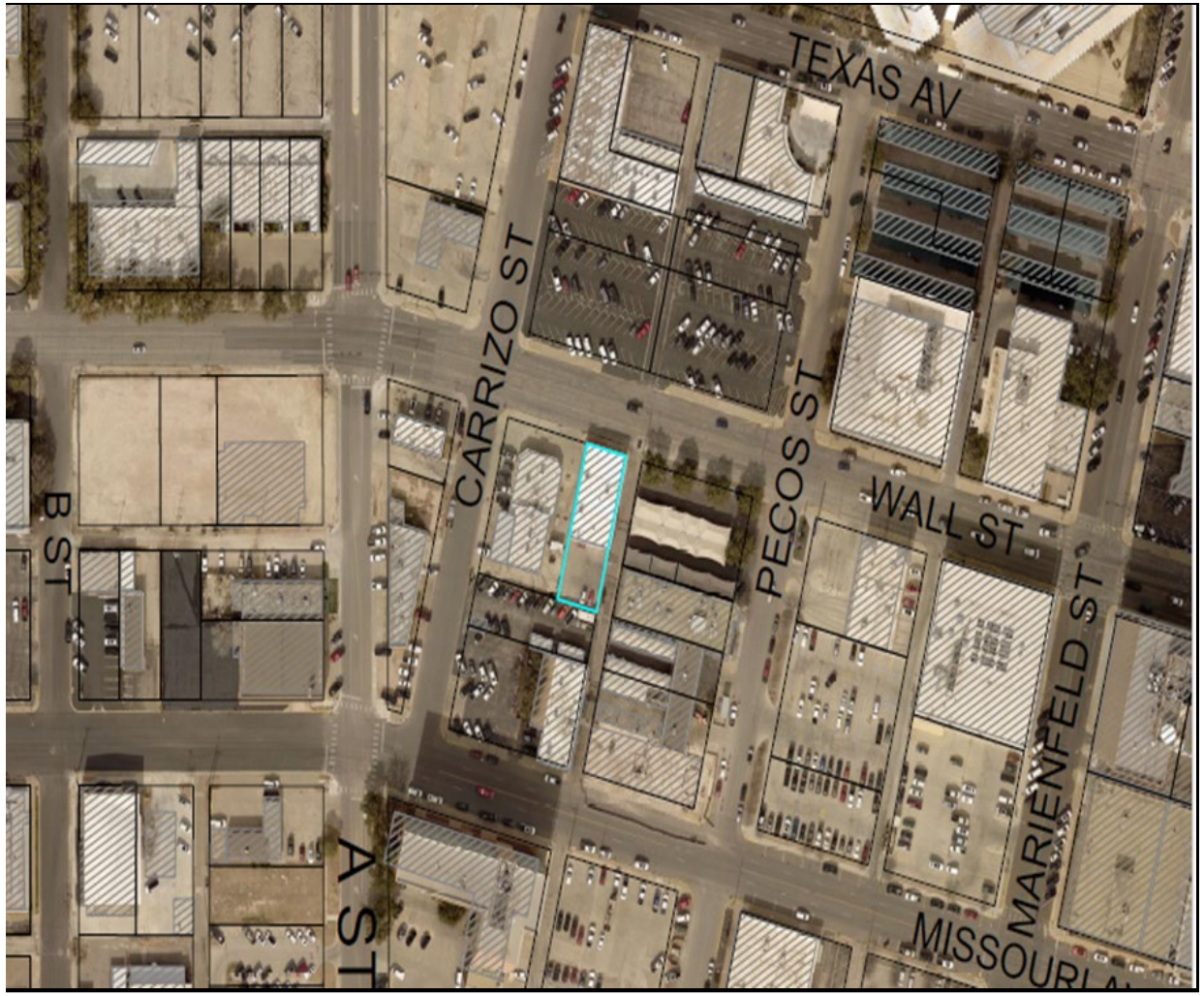
- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:**
  - **North, South , East and West:** CB, Central Business
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** A Lounge
- **Surrounding Uses:**
  - **North:** Commercial Building
  - **South:** The Bar
  - **East:** BTA Oil Building
  - **West:** Double Bar Saloon



MIDLAND
Be the Energy!

On West Wall Street, Looking South

7

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”

PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

OTHER CONSIDERATIONS

Incident Report Summary

	2025 (June Through December)
Double Bar	25
Hot Shots	20
The Bar	10
Total	**55**

Notes: Report removes "Patrol By“, “ Check Area” and blank incident reports: duplicates may exist; incidents may include reports reported by property/business owners. This chart indicates the incidents from the second reading approved.

MISSION

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

City Council Meeting

Item Number: 25.
Meeting Date: January 13, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOVIE THEATER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Cinergy 108, LLC is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 4915 West Loop 250 North for Cinergy Entertainment.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Shopping Center, TH, Townhouse Dwelling District, with uses that include a car dealership and townhomes. The zoning to the east and west is PD, Planned Development District for a Shopping Center with a restaurant and a hotel as current uses. Zoning to the south includes PD, Planned Development District for a Shopping Center and SF-2, Single-Family Dwelling District, with storage units and single-family residential dwellings for current uses.

Analysis:

The subject property is located at 4915 West Loop 250 North is zoned RR, Regional Retail District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the movie theatre is 96,397 square feet and the proposed alcohol serviceable Area is 50,567 square feet. The new business Cinergy Entertainment is attempting to obtain their TABC license but must first obtain their SUD.

The proposed days and hours of operation are:

Sunday through Thursday from 10 a.m. to 12 a.m.
Friday and Saturday 10 a.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Sunday through Thursday from 10 a.m. to 12 a.m.
Friday and Saturday 10 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 schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant’s Information Only.]

Building Code: (Approved)

The SUD for Cinergy Entertainment is acceptable. The property must adhere to the maximum occupant load of 3,370 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Movie Theatre, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 50,567 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to Sunday through Thursday from 10 a.m. to 12 a.m., Friday and Saturday 10 a.m. to 2 a.m.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of January 2, 2025 staff has not received any letters of objections.

Attachments:

A. ORDINANCE W EXH - SUD-25-0207.Cinergy - Alcohol Sales (Jan 2026) Ord w Exh
B. SUD-25-0207, Combined Docs
C. SUD-25-0207, Cinergy

Alexis Martinez, Development Services	Created/Initiated - 1/2/2026
Landon Ochoa, Development Services	Approved - 1/2/2026
Elizabeth Triggs, Development Services	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/5/2026

Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 3, Block 45, Fairmont Park Addition, Section 13, 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 movie theater (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 50,567 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m. (midnight); and
Friday and Saturday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

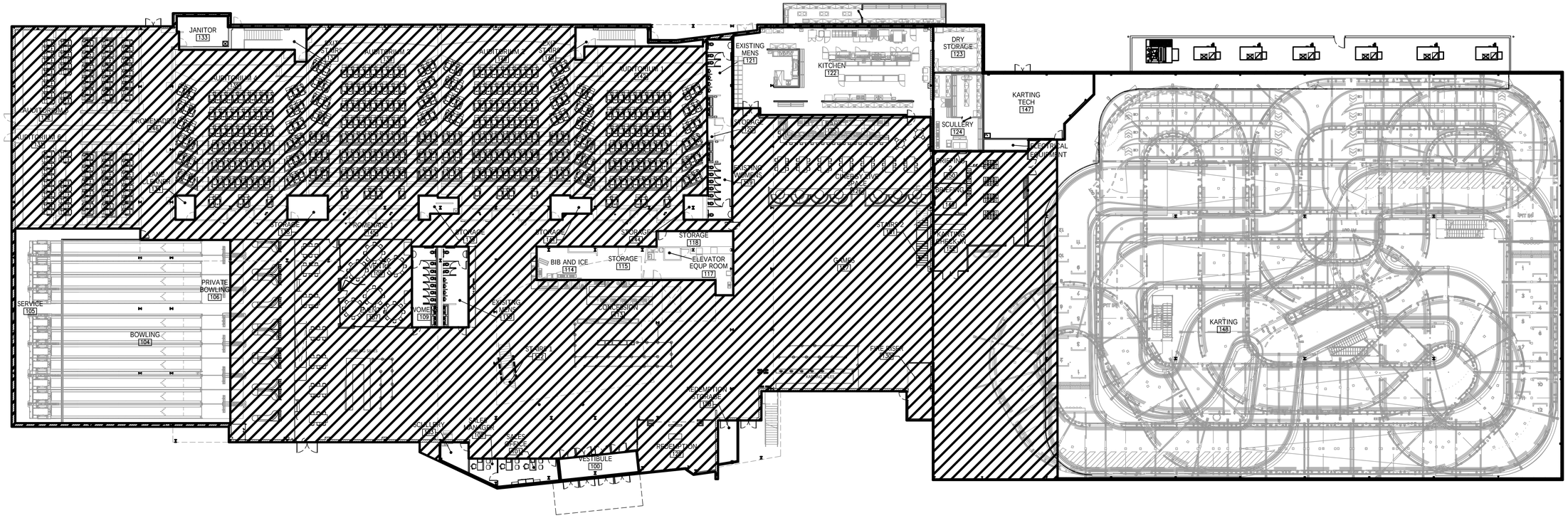
EXHIBIT A

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	CLEAR DIMENSIONS ARE FROM FINISHED WALL
3	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
4	WALLS TO STRUCTURAL DECK SHALL BE THOROUGHLY SEALED AROUND PENETRATIONS

WALL LEGEND

	FULL HEIGHT WALLS
	PARTIAL HEIGHT WALLS
	COOLER/FREEZER WALL, BY KEC
	FULL HEIGHT WALL WITH R-11 SOUND BATT INSULATION
	EXSTING EXTERIOR WALL
	EXISTING INTERIOR WALL
	EXTERIOR WALL-KARTING



PLAN NORTH | TRUE NORTH

OVERALL DIMENSION FLOOR PLAN - GROUND LEVEL
NTS

1

idstudio
6201 CAMPUS CIRCLE DRIVE E
IRVING, TEXAS 75063
TEL: 972.277.0080
WWW.IDSTUDIOA.COM

CORPORATE:
CINERGY ENTERTAINMENT
5005 LYNDON B JOHNSON FWY, SUITE 525
DALLAS, TX 75244
972-895-9900

REGISTERED ARCHITECT RUSTY RIOS STATE OF TEXAS 24936

05/06/2025

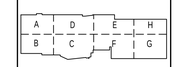
CINERGY 108 LLC.
MIDLAND TALL CITY

4915 LOOP 250 FRONTAGE ROAD
MIDLAND, TX 79707

CLIENT: CINERGY 108
5005 LYNDON B. JOHNSON FRWY, SUITE 525
DALLAS, TX 75244

CINERGY ENTERTAINMENT GROUP, INC.

KEYPLAN



DATE	DESCRIPTION
03/12/2025	ISSUE FOR BID
05/06/2025	ISSUE FOR PERMIT

	DATE	DESCRIPTION

OVERALL DIMENSION FLOOR PLAN GROUND LEVEL

A1.0

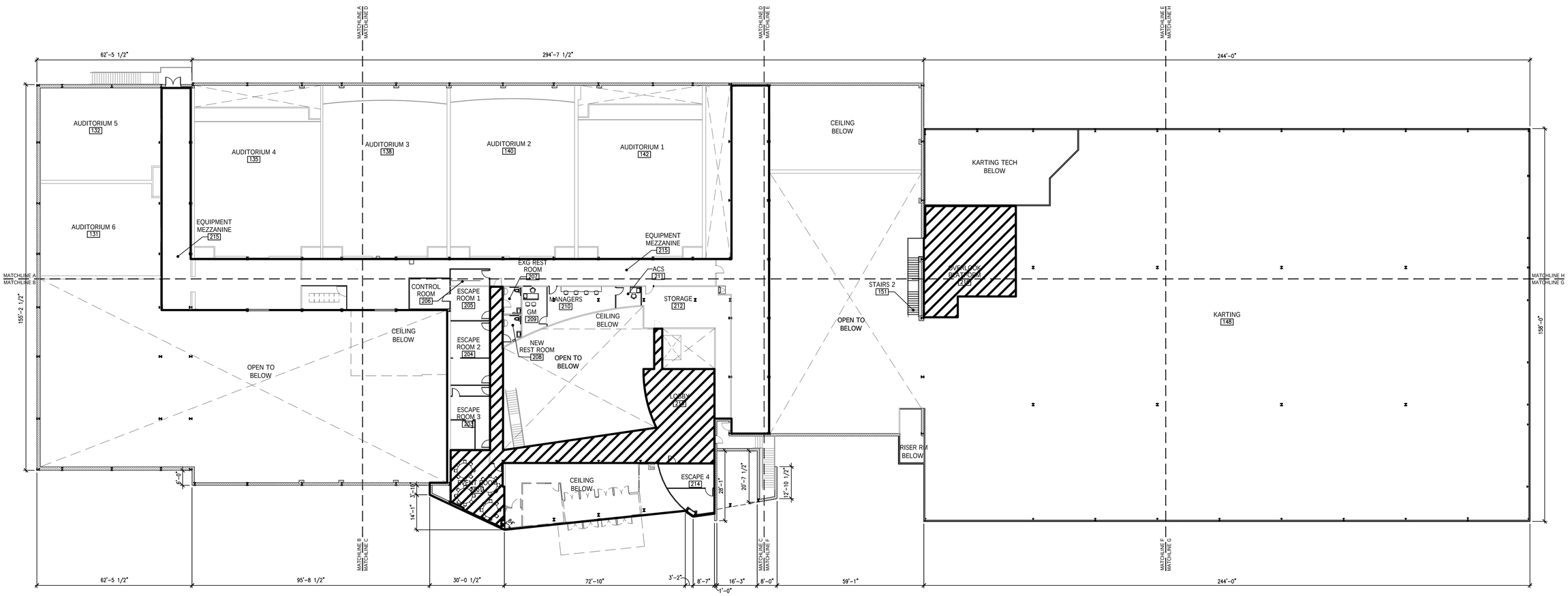
PROJECT NUMBER:
CIN23005

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	CLEAR DIMENSIONS ARE FROM FINISHED WALL
3	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
4	WALLS TO STRUCTURAL DECK SHALL BE THOROUGHLY SEALED AROUND PENETRATIONS

WALL LEGEND

	FULL HEIGHT WALLS
	PARTIAL HEIGHT WALLS
	COOLER/FREEZER WALL, BY KEC
	FULL HEIGHT WALL WITH R-11 SOUND BATT INSULATION
	EXSTING EXTERIOR WALL
	EXISTING INTERIOR WALL
	EXTERIOR WALL-KARTING



dstudio
6201 CAMPUS CIRCLE DRIVE E
IRVING, TEXAS 75063
TEL: 972.831.0083
WWW.DSTUDIOA.COM

CORPORATE:
CINERGY ENTERTAINMENT
5005 LYNDON B JOHNSON FWY, SUITE 525
DALLAS, TX 75244
972-895-9900

REGISTERED ARCHITECT RUSTY RIOS 24936 STATE OF TEXAS

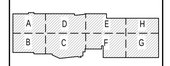
05/06/2025

CINERGY 108 LLC.
MIDLAND TALL CITY
4915 LOOP 250 FRONTAGE ROAD
MIDLAND, TX 79707

CLIENT: CINERGY 108
5005 LYNDON B. JOHNSON FRWY. SUITE 525
DALLAS, TX 75244

CINERGY ENTERTAINMENT GROUP, INC.

KEYPLAN



DATE	DESCRIPTION
03/12/2025	ISSUE FOR BID
05/06/2025	ISSUE FOR PERMIT

	DATE	DESCRIPTION

OVERALL DIMENSION FLOOR PLAN MEZZANINE LEVEL

A1.1

PLAN NORTH | TRUE NORTH

PROJECT NUMBER: CIN23005

OVERALL DIMENSION FLOOR PLAN - MEZZANINE LEVEL
NTS

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Cinergy 108, LLC		Phone (972) 895 9914 Email mtrammell@cinergy.com	
Address 5720 Lyndon B Johnson Fwy Ste 625	City Dallas	State TX	Zip 75240

Property Owner Printed Name: Cinergy 108, LLC		Phone (972)8959914 Email mtrammell@cinergy.com	
Address 5720 Lyndon B Johnson Fwy Ste 625	City Dallas	State TX	Zip 75240

Representative *(if different from Applicant or Property Owner)* Firm: Griffith & Hughes, PLLC Printed Name: Tana Kerss, Licensing Director		Phone (817)562-9648 Email tkerss@griffithhughes.com	
Address 2225 E Randol Mill Rd Ste 106	City Arlington	State TX	Zip 76011

Street Address: 4915 W Loop 250 N

Business Name: Cinergy Entertainment

Legal Description
Lot: 3 Block: 45 Subdivision: Fairmont Park Addition, Sec. 13

Current Zoning: RR

Reason for Request: Operation of family entertainment center, which will include movie theatre, arcade games, escape room, and food and beverage service

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Theater, Restaurant, and Amusement

Proposed/Current Days and Hours of Operation: ~~XXXXXXXXXXXXXXXXXX~~ **10A UNTIL 2 AM FRIDAY AND SATURDAY, MIDNIGHT SUN-THURS**

Proposed Days and Hours of Alcohol Service: ~~XXX~~ **10A UNTIL 2 AM FRIDAY/SATURDAY, MIDNIGHT SUN-THURSDAY**

Total Square Footage of Business: 96397

Square Footage of Alcohol Serviceable Area: 50567

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 6 / 14	**Bathroom Sinks:** 8
	Women	**Toilets:** 14	**Bathroom Sinks:** 8

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date:
Applicant (printed): Jeffrey P. Benson, Manager for Cinergy 108, LLC	
Property Owner (signature):	Date:
Property Owner (printed) : Jeffrey P. Benson, Manager for Cingery 108, 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, 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~~ TARRANT

Before me, the undersigned authority, on this day personally appeared TANA KERSS who, being by me duly sworn, upon oath says: That (s)he is authorized by CINERGY 108 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.

Tana Kerss

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23rd day of July, 20 25, to certify which witness my hand and seal of office.

ED JENDRZEY
Notary Public, State of Texas
Comm. Expires 01-30-2029
Notary ID 135231964

NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, TEXAS
TARRANT

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

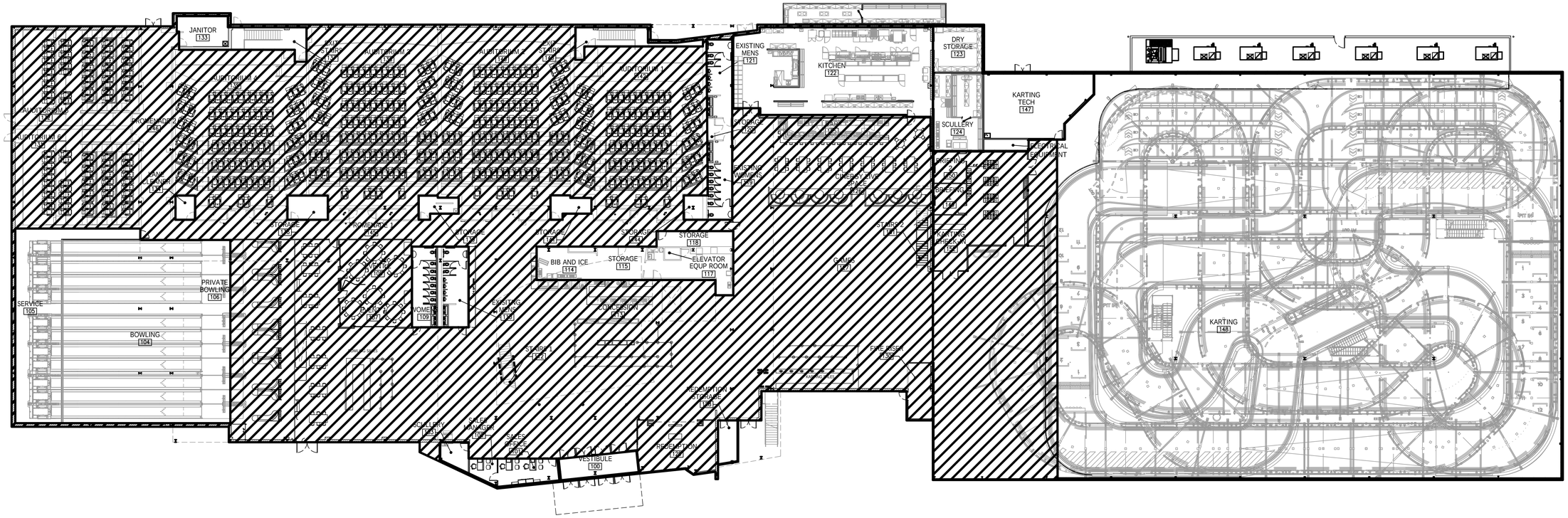
****Application will not be considered for scheduling until reviewed by a planner.****

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	CLEAR DIMENSIONS ARE FROM FINISHED WALL
3	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
4	WALLS TO STRUCTURAL DECK SHALL BE THOROUGHLY SEALED AROUND PENETRATIONS

WALL LEGEND

	FULL HEIGHT WALLS
	PARTIAL HEIGHT WALLS
	COOLER/FREEZER WALL, BY KEC
	FULL HEIGHT WALL WITH R-11 SOUND BATT INSULATION
	EXSTING EXTERIOR WALL
	EXISTING INTERIOR WALL
	EXTERIOR WALL-KARTING



PLAN NORTH | TRUE NORTH

OVERALL DIMENSION FLOOR PLAN - GROUND LEVEL
NTS

1

idstudio
6201 CAMPUS CIRCLE DRIVE E
IRVING, TEXAS 75063
TEL: 972.277.0080
WWW.IDSTUDIOA.COM

CORPORATE:
CINERGY ENTERTAINMENT
5005 LYNDON B JOHNSON FWY, SUITE 525
DALLAS, TX 75244
972-895-9900

REGISTERED ARCHITECT RUSTY RIOS 24936 STATE OF TEXAS

05/06/2025

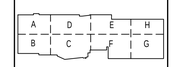
CINERGY 108 LLC.
MIDLAND TALL CITY

4915 LOOP 250 FRONTAGE ROAD
MIDLAND, TX 79707

CLIENT: CINERGY 108
5005 LYNDON B. JOHNSON FRWY, SUITE 525
DALLAS, TX 75244

CINERGY ENTERTAINMENT GROUP, INC.

KEYPLAN



DATE	DESCRIPTION
03/12/2025	ISSUE FOR BID
05/06/2025	ISSUE FOR PERMIT

△	DATE	DESCRIPTION

OVERALL DIMENSION FLOOR PLAN GROUND LEVEL

A1.0

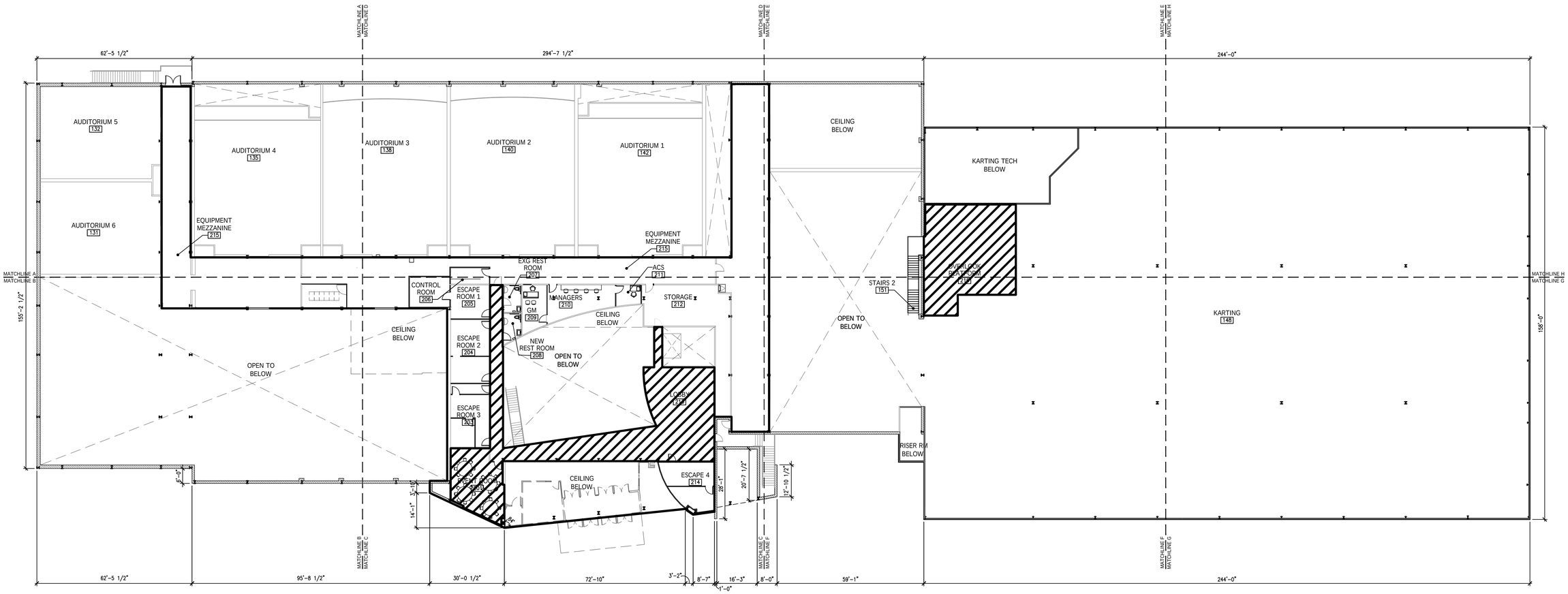
PROJECT NUMBER:
CIN23005

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	CLEAR DIMENSIONS ARE FROM FINISHED WALL
3	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
4	WALLS TO STRUCTURAL DECK SHALL BE THOROUGHLY SEALED AROUND PENETRATIONS

WALL LEGEND

	FULL HEIGHT WALLS
	PARTIAL HEIGHT WALLS
	COOLER/FREEZER WALL, BY KEC
	FULL HEIGHT WALL WITH R-11 SOUND BATT INSULATION
	EXSTING EXTERIOR WALL
	EXISTING INTERIOR WALL
	EXTERIOR WALL-KARTING



idstudio
6201 CAMPUS CIRCLE DRIVE E
IRVING, TEXAS 75063
TEL: 972.831.0083
WWW.IDSTUDIOA.COM

CORPORATE:
CINERGY ENTERTAINMENT
5005 LYNDON B JOHNSON FWY, SUITE 525
DALLAS, TX 75244
972-895-9900

REGISTERED ARCHITECT
RUSTY RIOS
24936
STATE OF TEXAS

05/06/2025

CINERGY 108 LLC.
MIDLAND TALL CITY
4915 LOOP 250 FRONTAGE ROAD
MIDLAND, TX 79707

CLIENT: CINERGY 108
5005 LYNDON B. JOHNSON FRWY. SUITE 525
DALLAS, TX 75244

CINERGY ENTERTAINMENT GROUP, INC.

KEYPLAN

DATE	DESCRIPTION
03/12/2025	ISSUE FOR BID
05/06/2025	ISSUE FOR PERMIT

	DATE	DESCRIPTION

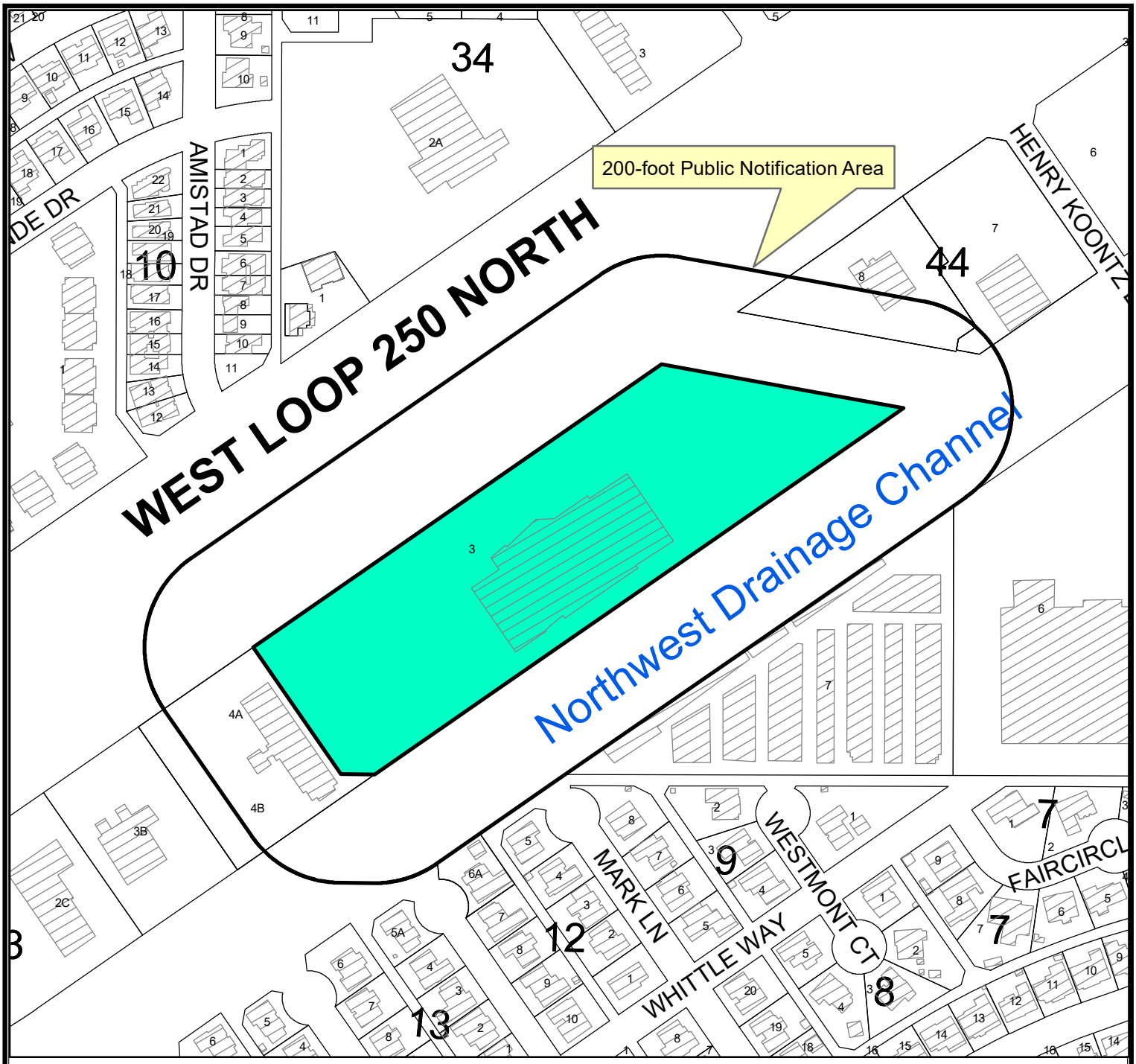
OVERALL DIMENSION FLOOR PLAN MEZZANINE LEVEL

A1.1

PLAN NORTH | TRUE NORTH

PROJECT NUMBER:
CIN23005

OVERALL DIMENSION FLOOR PLAN - MEZZANINE LEVEL
NTS



Location Map

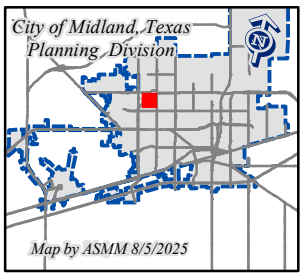
SUD-25-0207 **Scale: 1" = 263'**

Consider a request by Cinergy 108, LLC for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a movie theatre on Lot 3, Block 45, Fairmont Park Addition, Section 13, City and County of Midland, Texas.

Generally located on the east side of West Loop 250 North, approximately 450 feet south of Henry Koontz Boulevard. (Council District 1)

LEGEND

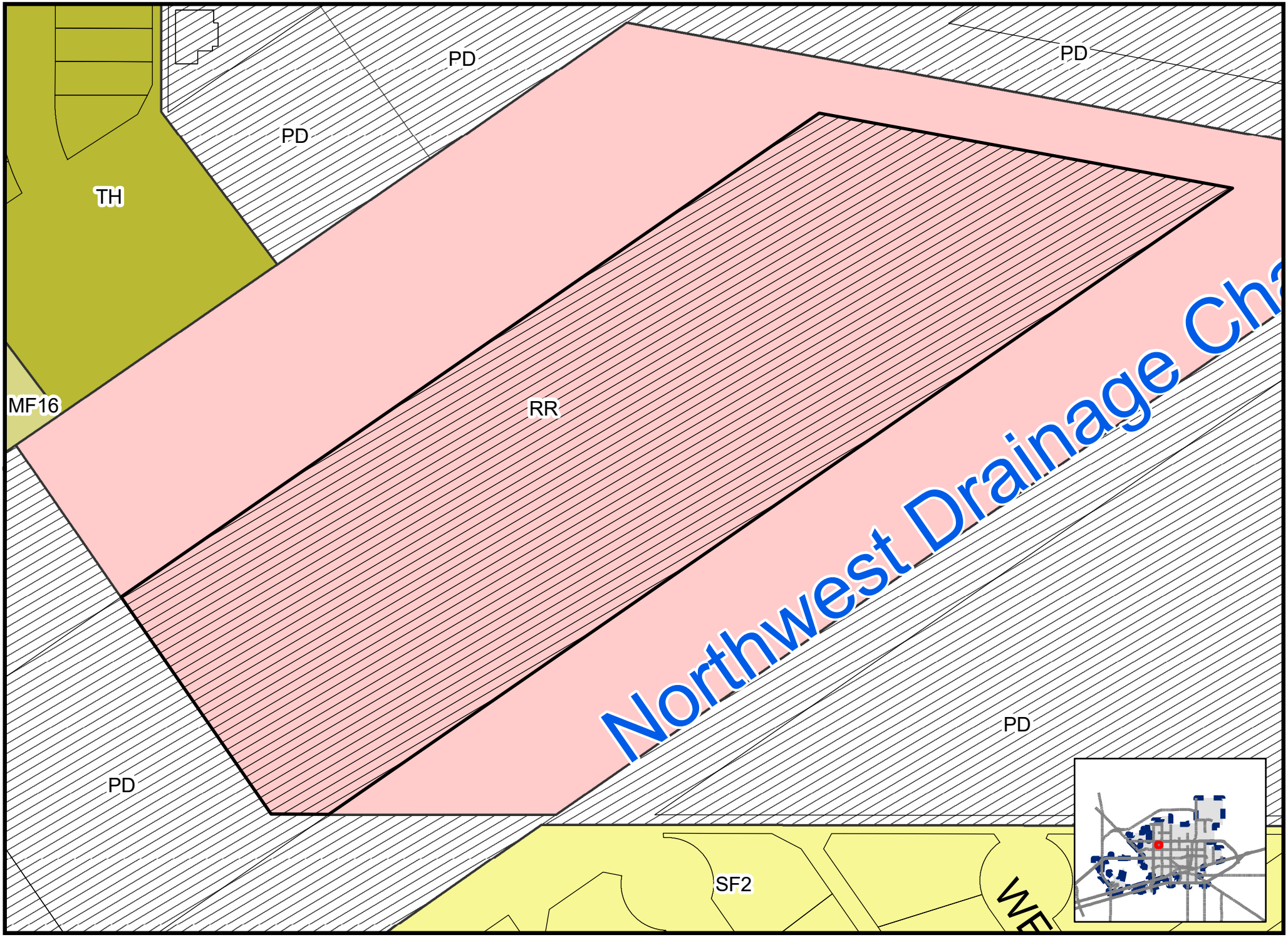
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



Map by

SUB-

Scale: 1" = 1,200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY PERSON OR ENTITY IN RELIANCE ON ANY INFORMATION CONTAINED HEREIN.

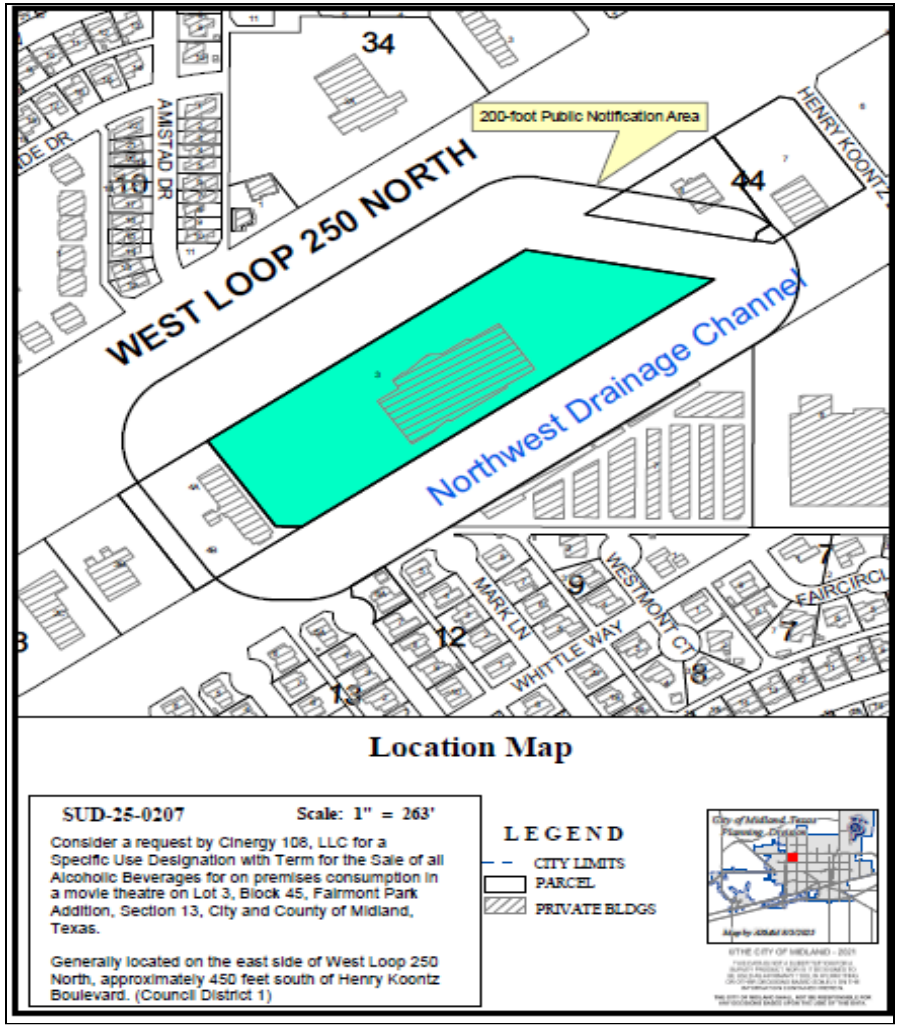
10
44
45
9
7

REGAL CINEMAS
IMAX

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
CINERGY 108, LLC
Visit Our Website
MIDLANDTEXAS.GOV

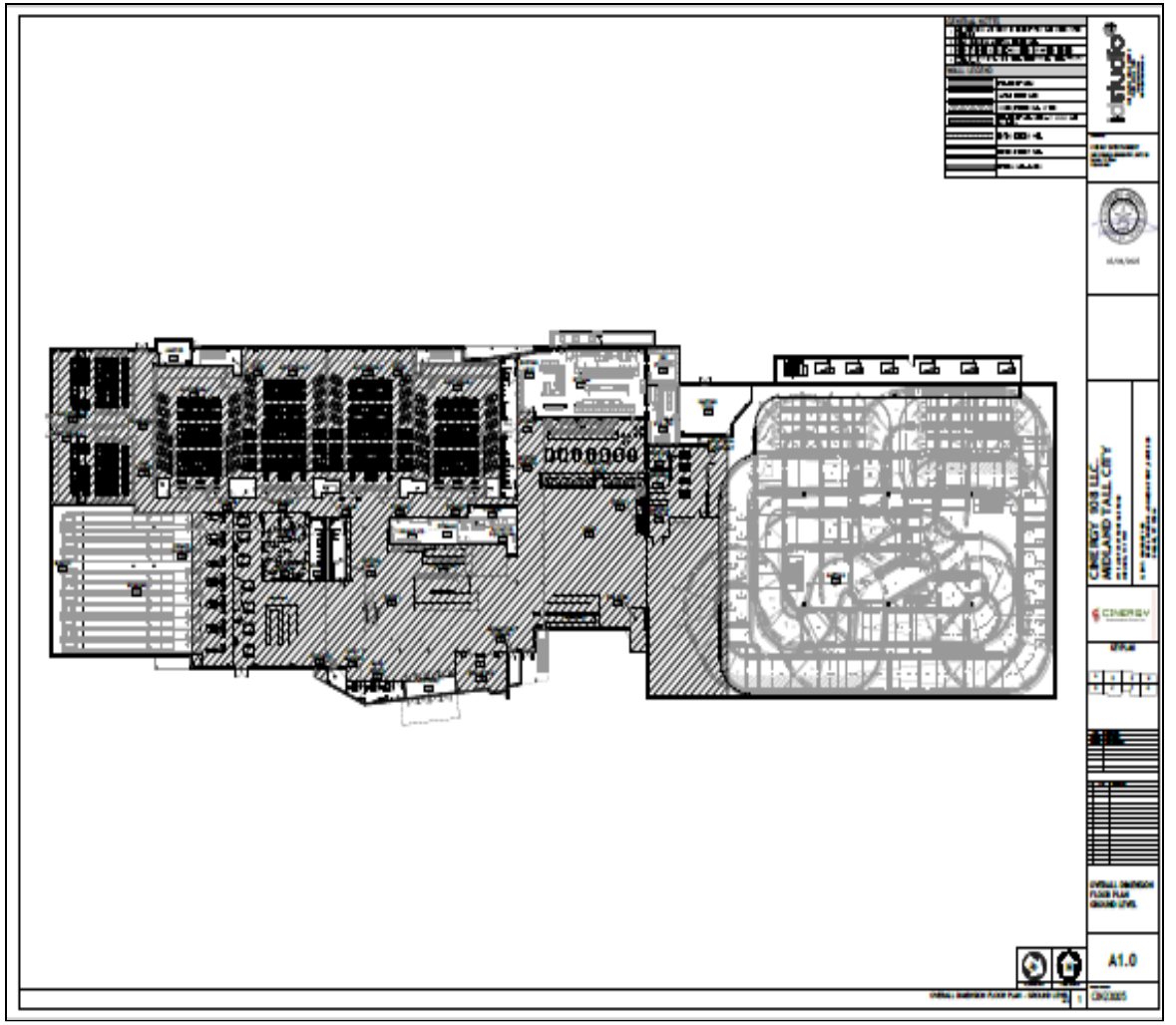
APPLICATION SUMMARY

- **Applicant/Property Owner:** Cinergy 108, LLC
- **Location:** 4915 West Loop 250 North (Council District 1)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a movie theater.



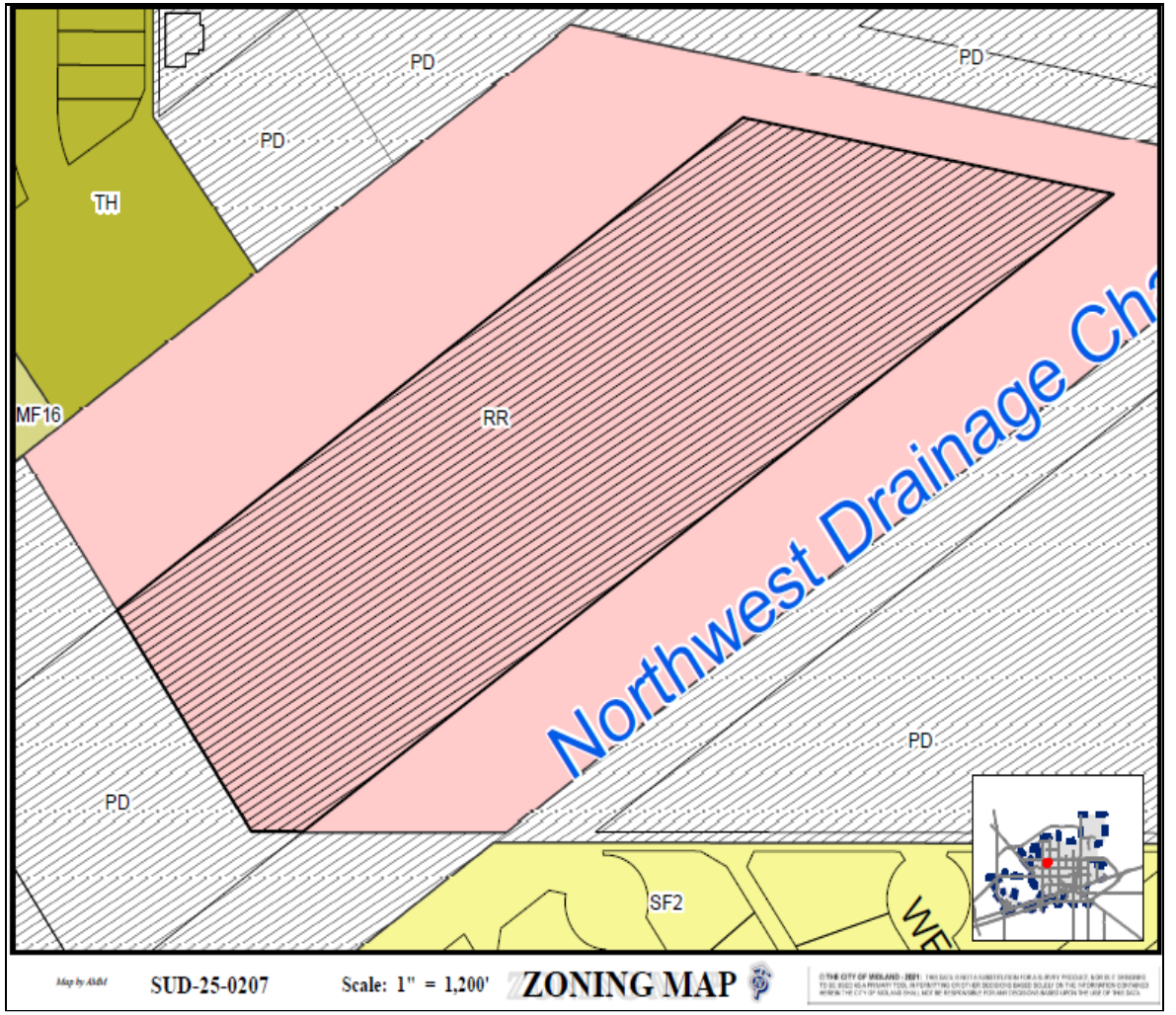
DETAILS OF REQUEST

- For an existing movie theatre
- **Area of Business:** 96,397 SF
- **Serviceable Area:** 50,567 SF
- **Hours of Operation/Sales of Alcohol:**
  - Sunday through Thursday 10 a.m. to 12 a.m.
  - Friday and Saturday 10 a.m. to 2 a.m.



ZONING

- **Current Zoning**: PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Shopping Center and TH, Townhouse Dwelling District
  - **East/West:** PD, Planned Development District for a Shopping Center
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



4

LAND USE

- **Current Use:** Vacant Building
- **Proposed Use:** Movie Theatre
- **Surrounding Uses:**
  - **North:** Retail and Residential
  - **East/West:** Retail
  - **South:** Drainage Easement, Storage Units, and Residential

MIDLAND
Be the Energy!

On West Loop 250 North, Looking South

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."

PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 50,567 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Thursday from 10 a.m. to 12 a.m. of the following day; Friday and Saturday 10 a.m. to 2 a.m. of the following day.

STAFF'S RECOMMENDATION

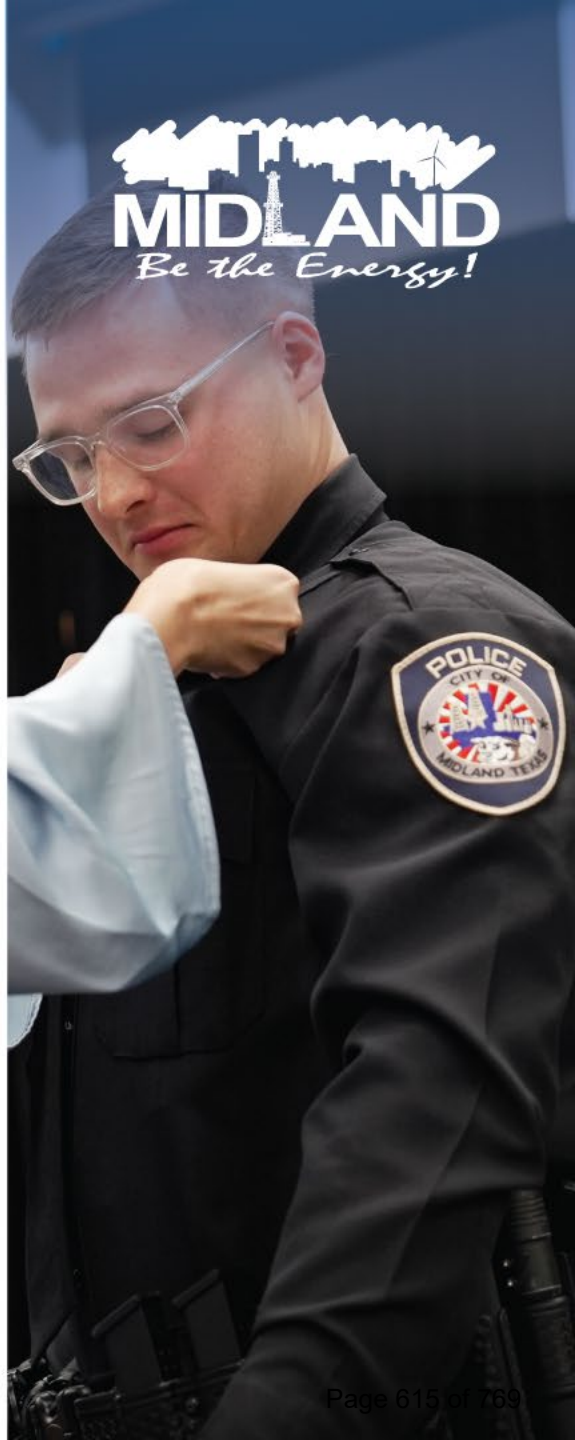
D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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

City Council Meeting

Item Number: 26.
Meeting Date: January 13, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 4A, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 34, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH LOOP 250 WEST, APPROXIMATELY 720 FEET SOUTH OF ANDREWS HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A HOTEL FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Coury Hospitality Texas SP, LLC, on behalf of Summit Midland, LLC., is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, for the property located at 1403 North Loop 250 West for a Double Tree.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

All properties to the North, South and East are zoned RR, Regional Retail, and consist of HEB, Sams, shopping center and restaurants. The properties to the East are C, Commercial, and consist of retail center, and industrial use.

Analysis:

The property is zoned RR, Regional Retail District. The regional retail zoning allows for alcoholic beverages sales for on-premises consumption in a hotel with the approval of an SUD. The property currently does not have an SUD. The total area of the nightclub is 104,500 square feet, the proposed alcohol serviceable area is 8,600 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 12 a.m. to 12 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sunday 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 schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant’s Information Only.]

Building Code: (Approved)

The SUD for DoubleTree is acceptable. The property must adhere to the maximum occupant load of 573 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements. Therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a hotel, subject to Condition A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately8,600 square feet as shown in Exhibit A, which is attached hereto and incorporated herein. To the extent that Exhibit A reflects any approvals or permits, such approvals and permits shall not be deemed to be incorporated into this ordinance, and this ordinance shall not be deemed to authorize, approve, or ratify such approvals and permits.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday, 11 a.m. to 2 a.m.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to 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 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of January 2, 2025, staff had not received any letters of objections.

Attachments:

A. ORDINANCE W EXH - SUD-25-0215.Coury Hospitality Texas (DoubleTree) - Alcohol Sales Ord w Exh
B. SUD-25-0215, Combined Docs
C. SUD-25-0215, Alcohol SUD with Term Double Tree

Alexis Martinez, Development Services	Created/Initiated - 1/2/2026
Landon Ochoa, Development Services	Approved - 1/2/2026
Elizabeth Triggs, Development Services	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/5/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 4A, BLOCK 2, WESTRIDGE PARK ADDITION, SECTION 34, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH LOOP 250 WEST, APPROXIMATELY 720 FEET SOUTH OF ANDREWS HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A HOTEL FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 4A, Block 2, Westridge Park Addition, Section 34, 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 hotel (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 8,600 square feet as shown in Exhibit A, which is attached hereto and incorporated herein. To the extent that Exhibit A reflects any approvals or permits, such approvals and permits shall not be deemed to be incorporated into this ordinance, and this ordinance shall not be deemed to authorize, approve, or ratify such approvals and permits.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

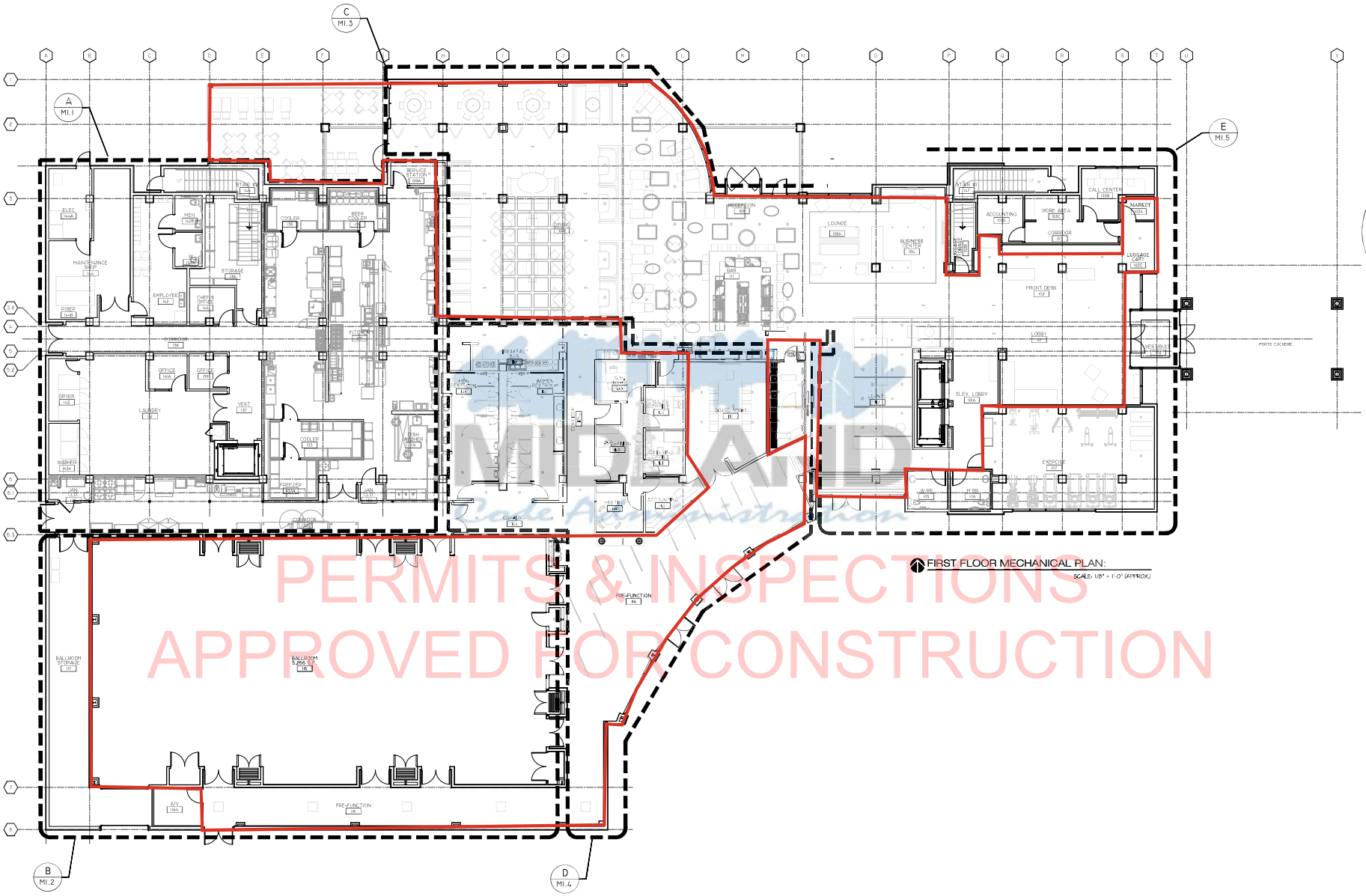
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



MIDLAND
Development Administration
PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

GERALD R. KESSLER, INC.
ARCHITECTS
1920 E. Grand Lane
Phoenix, AZ 85022
Phone: 602-230-1920
Fax: 602-230-1921
Email: gki@cox.net

TEXAS FIRM REGISTRATION # 10245
Bowie Tiglas Engineering Inc.
Consulting Engineers
Phone: 817.293.2988
Fax: 817.293.1841
8300 N. Sheridan Rd.
Keller, Texas 76248
BTE # 10245-00

Location Code:
Delta Hotel & Suites
@ MIDLAND
1403 North Loop 205 West
Midland Texas 79701

DELTA HOTELS MARRIOTT

JOB NUMBER
BTE#9015-4
DATE
06-12-2019
REVISION
7/1/2019 Delta HI Change

MECHANICAL
FIRST FLOOR
M-1.0

Bowie Tiglas Engineering Inc. expressly reserves its common law copyright and other property rights in these plans, specifications, ideas, drawings and designs. Any reproduction of these plans, specifications, ideas, drawings and designs without the express written consent of Bowie Tiglas Engineering Inc. is prohibited and is a violation of the Texas Engineering Practice Act.

ALL DESIGNS, PLANS, DRAWINGS, AND SPECIFICATIONS ARE THE PROPERTY OF GERALD R. KESSLER, INC. AS INSTRUMENTS OF SERVICE AND MAY NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF GERALD R. KESSLER, INC.

MIDLAND
Planning Division

Specific Use Permit 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: Coury Hospitality Texas SP, LLC		Phone (469) 809-3070 Email jkraus@couryh.com	
Address 1785 State Hwy. 26, Suite 150	City Grapevine	State TX	Zip 76051

Property Owner Printed Name: Summit Midland, LLC		Phone (215) 704-3475 Email accounting@summit11.com	
Address 2414 Pistachio Drive	City Irving	State TX	Zip 75063

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1403 North Loop 250 West

Business Name: DoubleTree by Hilton Midland

Legal Description
Lot: 6-D Block: 2 Subdivision: Westridge Park Addition Section 24

Current Zoning: PDSC (RR-Regional Retail District)

Reason for Request: New application for Mixed Beverage Permit (MB), Late Hours Certificate (LH), and Wine & Malt Beverage Retailer's Permit (BG)

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Hotel with restaurant and bar

Proposed/Current Days and Hours of Operation: Hotel is open for business 7 days/week, 24 hrs/day

Proposed Days and Hours of Alcohol Service: Monday-Sunday, 11am - 2am

Total Square Footage of Business: 104,500.91 Sq Ft

Square Footage of Alcohol Serviceable Area: 8,600 Sq Ft

Restroom Fixtures:			
Men	**Toilets/Urinals:** 4 / 3	**Bathroom Sinks:** 3
Women	**Toilets:** 7	**Bathroom Sinks:** 3

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 11-13-25
Applicant (printed): Coury Hospitality Texas SP, LLC By: Andrew Casperson, Manager	
Property Owner (signature):	Date: 11-13-25
Property Owner (printed): D. Kent Casey	

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF ~~MIDLAND~~ Tarrant

Before me, the undersigned authority, on this day personally appeared Andrew Casperson who, being by me duly sworn, upon oath says: That (s)he is authorized by Summit Midland, LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13th day of November, 20 25, to certify which witness my hand and seal of office.

NOTARY PUBLIC, ~~MIDLAND~~ Tarrant COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

****Application will not be considered for scheduling until reviewed by a planner.****

GERALD R. KESLER, INC.
ARCHITECTS
1823 E. Owens Lane
Phoenix, AZ 85040
Phone: 602-726-1643
Fax: 602-496-2160
Email: grkinc.net

TEXAS FIRM REGISTRATION # 10245
Bowie Tiglas Engineering Inc.
Structural Engineers
Phone: 682.282.2888
Fax: 682.282.1641
Address: 800 W. Arbrook Blvd.
Arlington, TX 76015
TBPE # 19524M

DELTA HOTELS
Delta Hotels 4 Suites
Midland Texas 79701
1403 North Loop 205 West
Midland | DLAND
Location Code:
Project Code:

JOB NUMBER
15-190514
DATE
04-12-2019
REVISION
1 04/29/19 Permit Set Changes

MECHANICAL
FIRST FLOOR
M-1.0

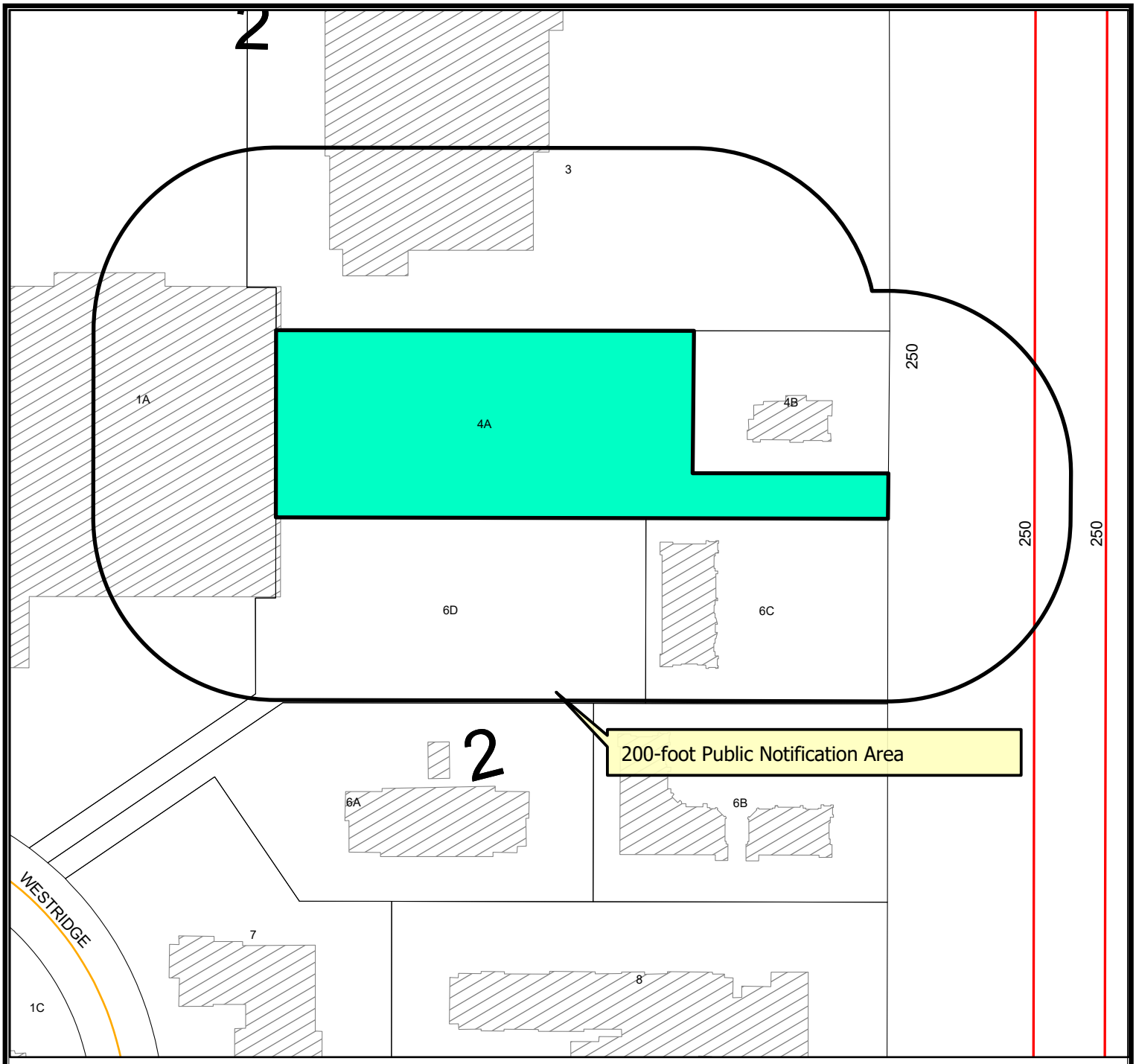
FIRST FLOOR MECHANICAL PLAN
SCALE: 1/8" = 1'-0" (APPROX.)

8,600 sq ft

APPROVED FOR CONSTRUCTION
PERMITS & INSPECTIONS

ALL DESIGNS, PLANS, DRAWINGS, AND SPECIFICATIONS ARE THE PROPERTY OF GERALD R. KESLER, INC. AS INSTRUMENTS OF SERVICE AND MAY NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF GERALD R. KESLER, INC.

Notice: This drawing is copyrighted and all rights reserved. Title to drawing and copyright in drawing is property of Bowie Tiglas Engineering & Consulting, Inc. No unauthorized use of this drawing is permitted without written consent of Bowie Tiglas Engineering & Consulting, Inc. Visual contact with these plans shall constitute prima facie evidence of acceptance of these restrictions.



Location Map

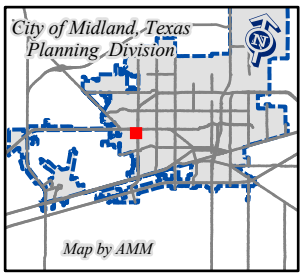
SUD-25-0215 **Scale: 1" = 157 '**

Consider a request by Coury Hospitality Texas SP, LLC, on behalf of Summit Midland, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a Hotel on Lot 4A, Block 2, Westridge Park Addition, Section 34, City and County of Midland, Texas.

Generally located on the west side of North Loop 250 West, approximately 720 feet south of Andrews Highway. (Council District 4)

L E G E N D

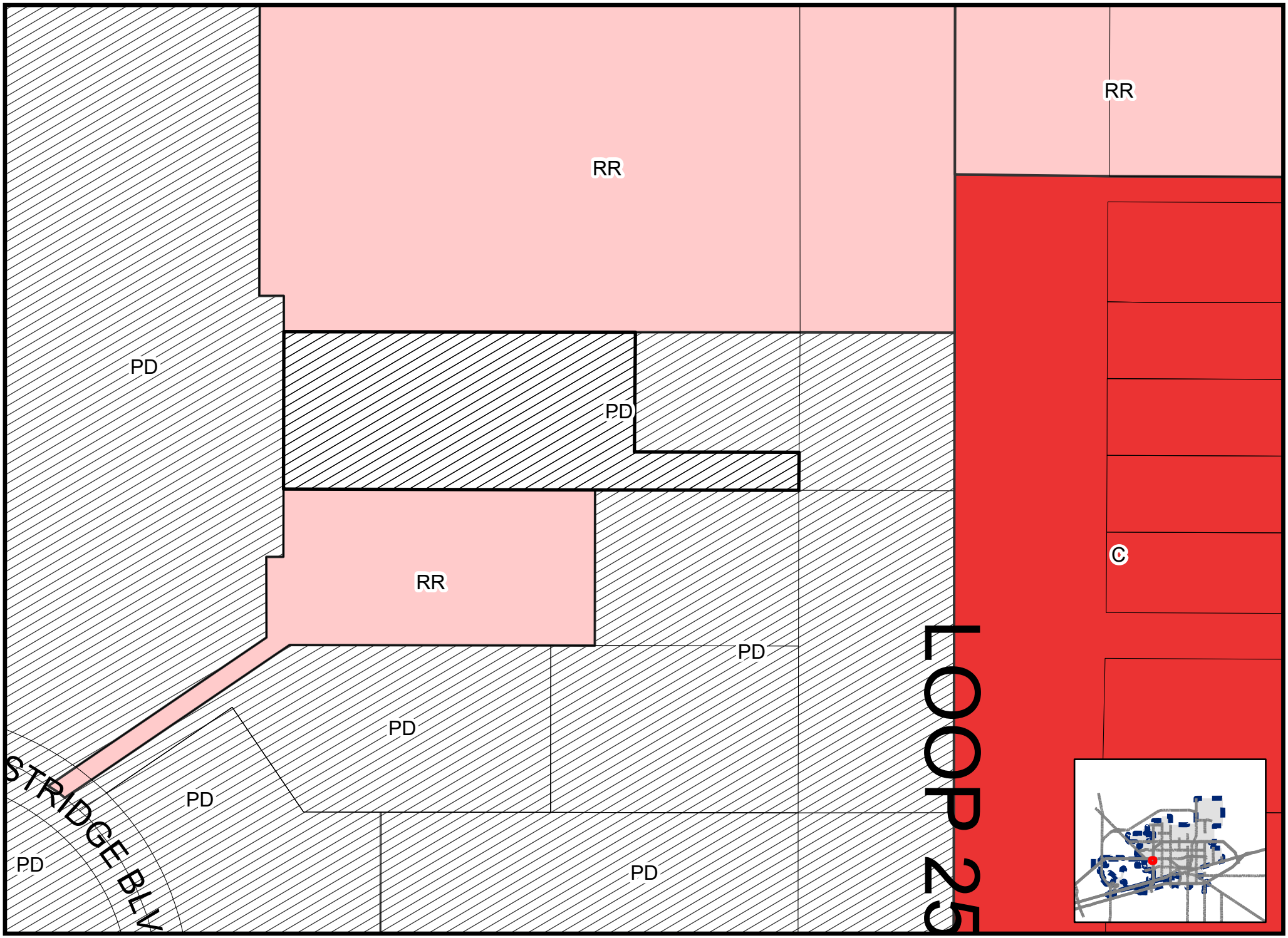
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



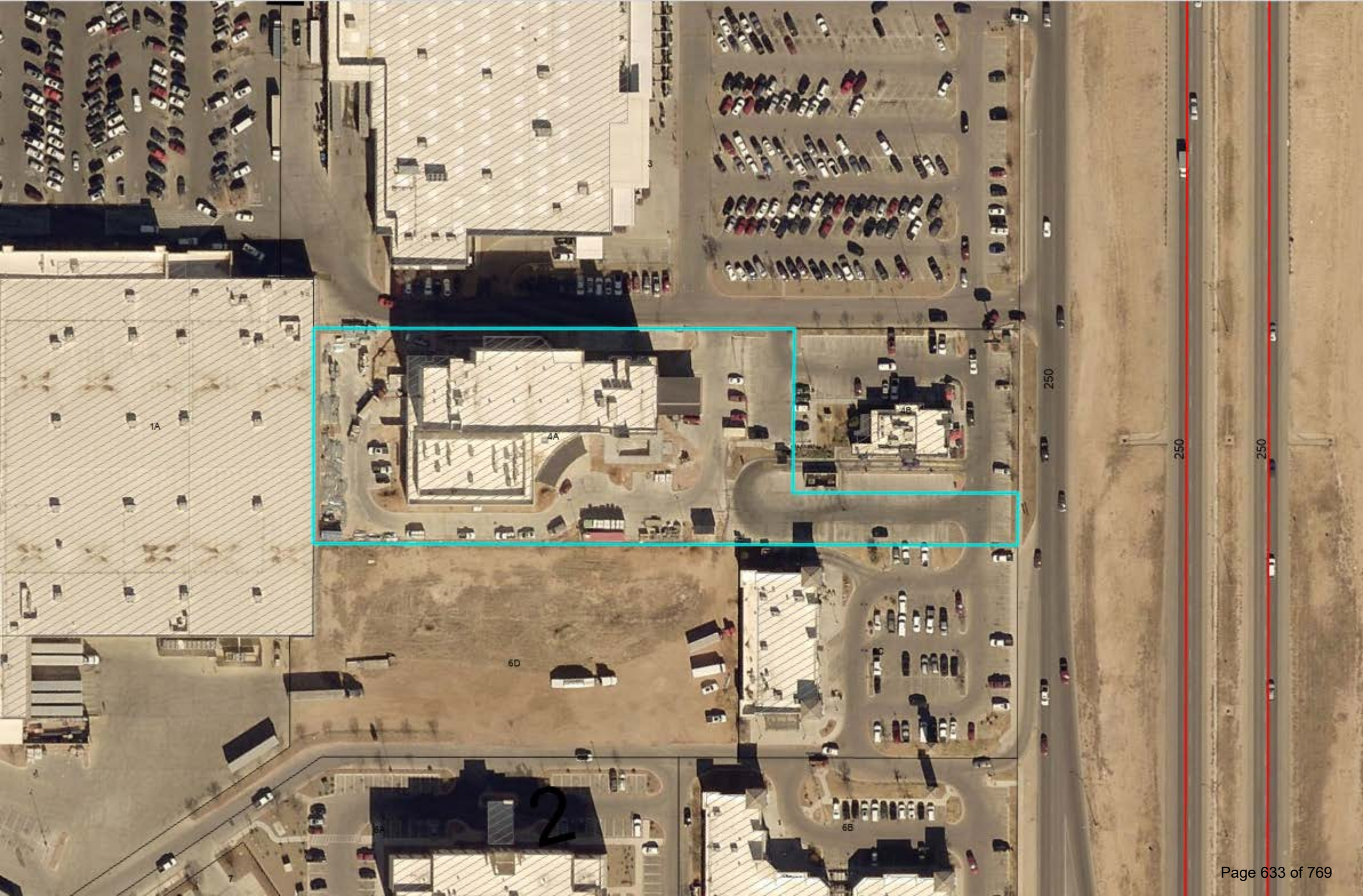
Created: 12/9/2025

SUD-25-0215

Scale: 1" = 157 '

ZONING MAP

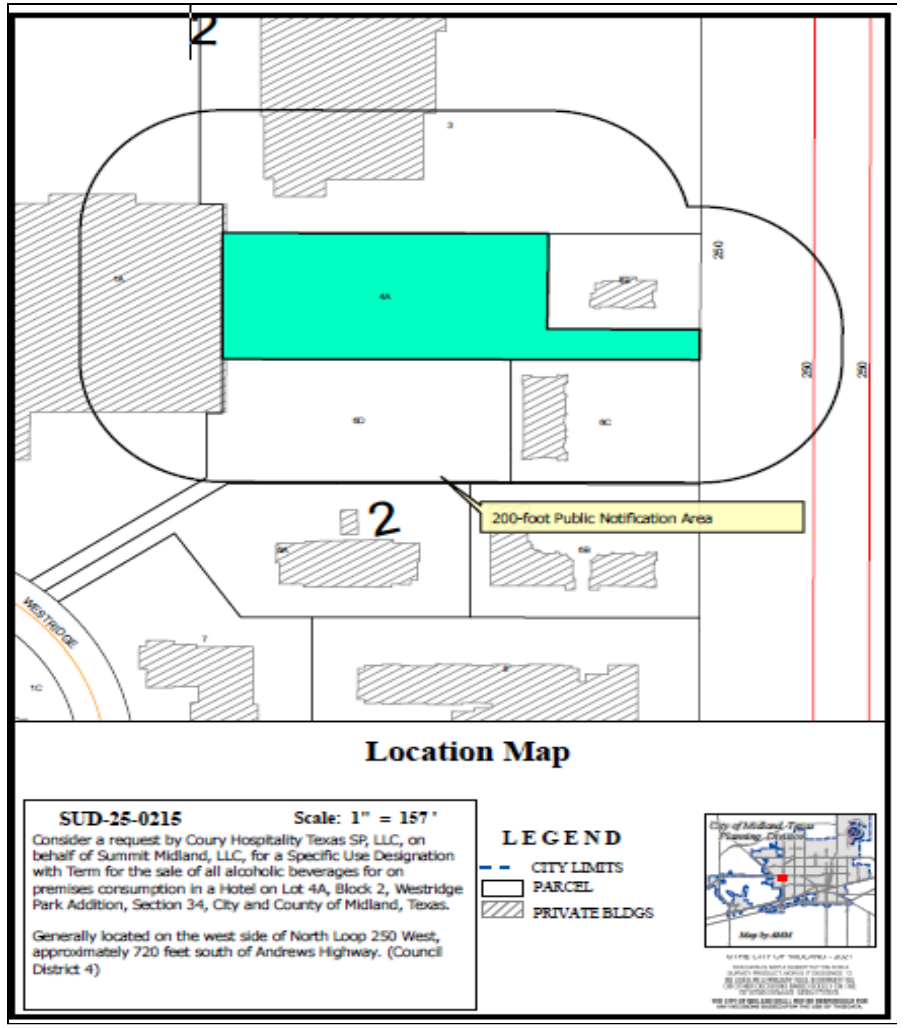
© **THE CITY OF MIDLAND - 2021:** THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY USER OF THIS


1A
4A
4B
6D
6A
6B
250
250
250
2

MIDLAND
Be the Energy!
SPECIFIC USE DESIGNATION
DOUBLE TREE HOTEL
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

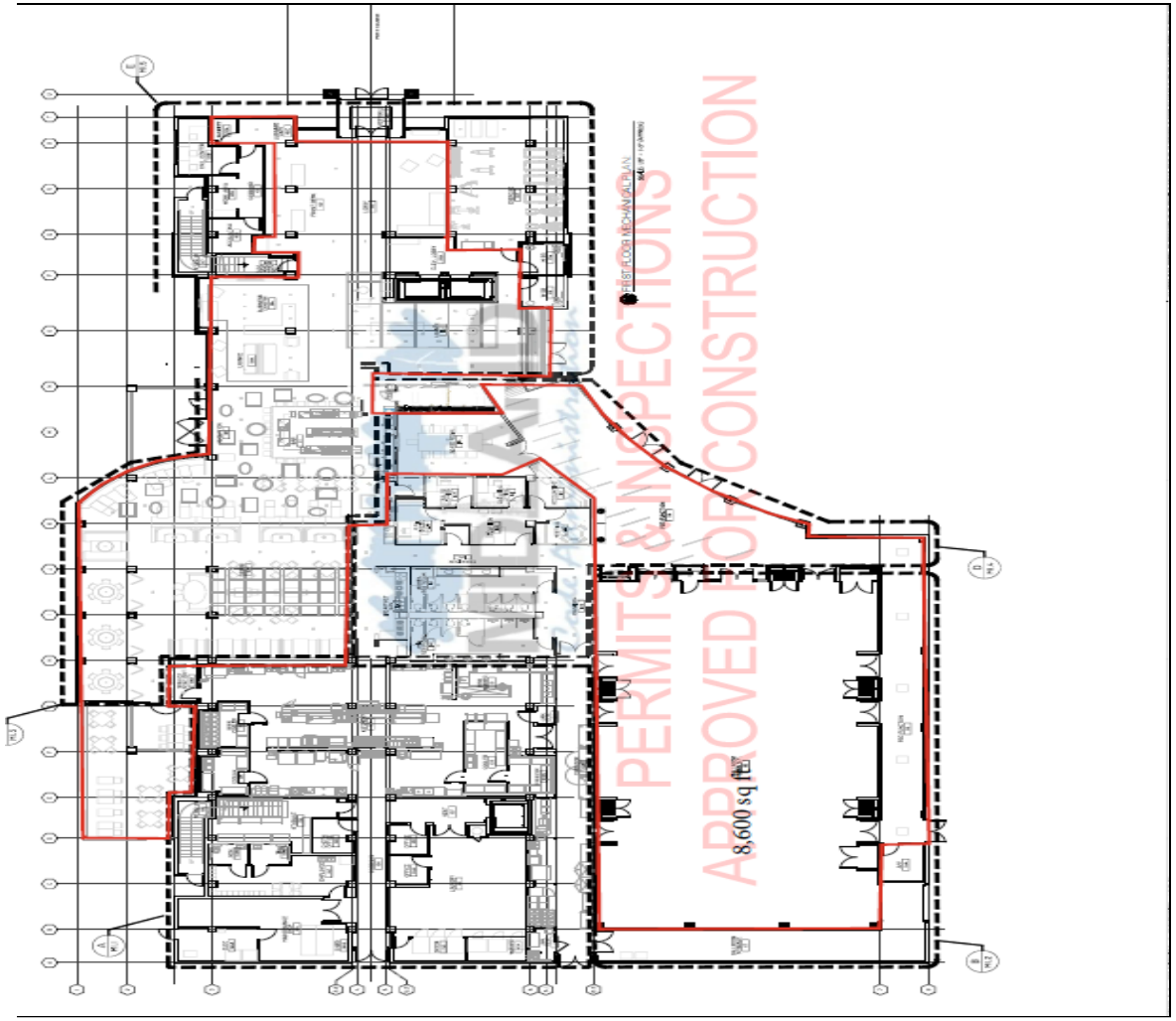
- **Applicant:** Coury Hospitality Texas SP, LLC
- **Property Owner:** Summit Midland, LLC
- **Location:** 1403 North Loop 250 West (Council District 4)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a hotel.



MIDLAND
Be the Energy!

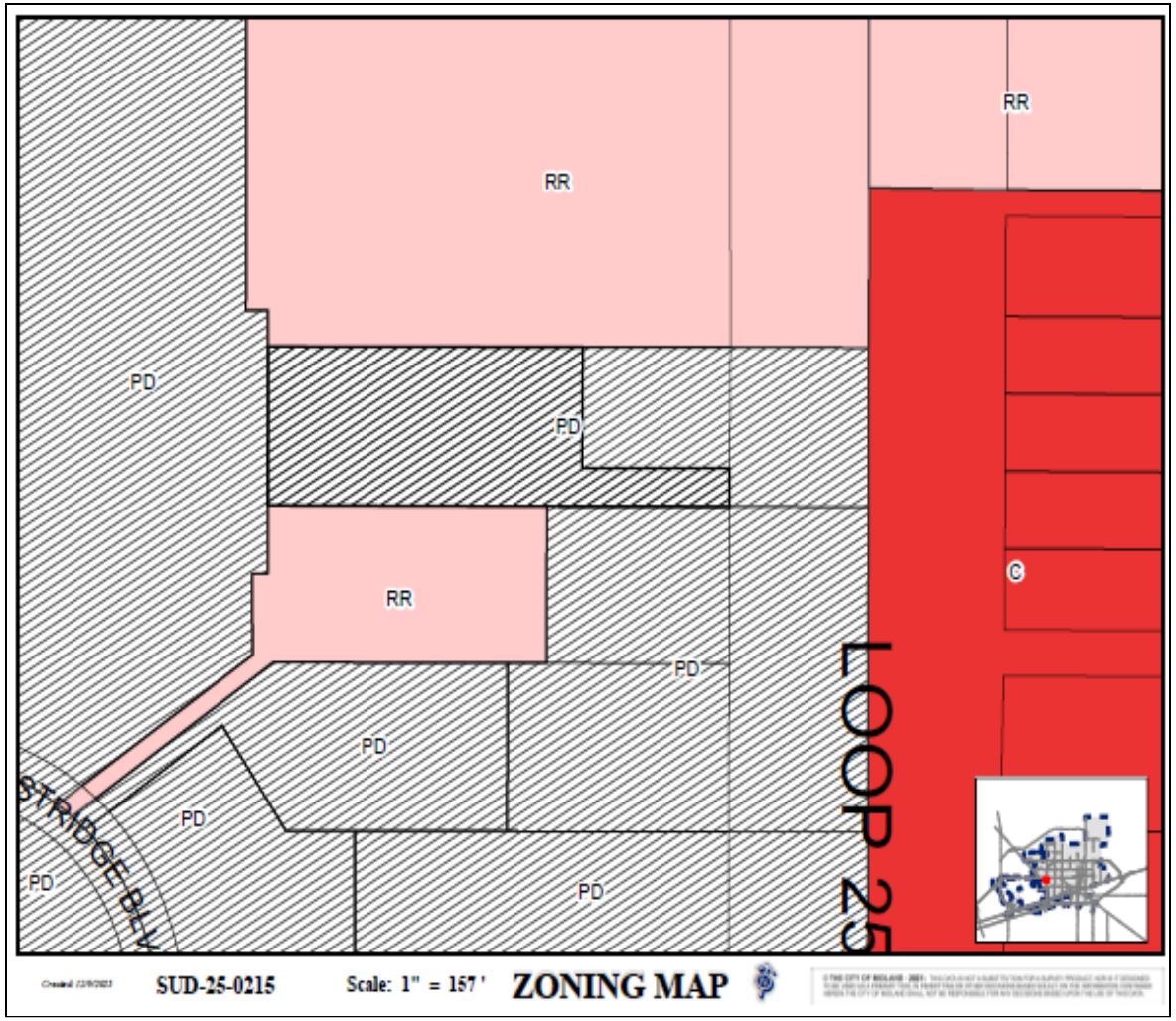
DETAILS OF REQUEST

- **For a new hotel**
- **Area of Business:** 104,500 SF
- **Serviceable Area:** 8,600 SF
- **Hours of Operation:** 24 hours a day
- **Sales of Alcohol :**
  - Monday through Sunday 11:00 a.m. to 2:00 a.m.



ZONING

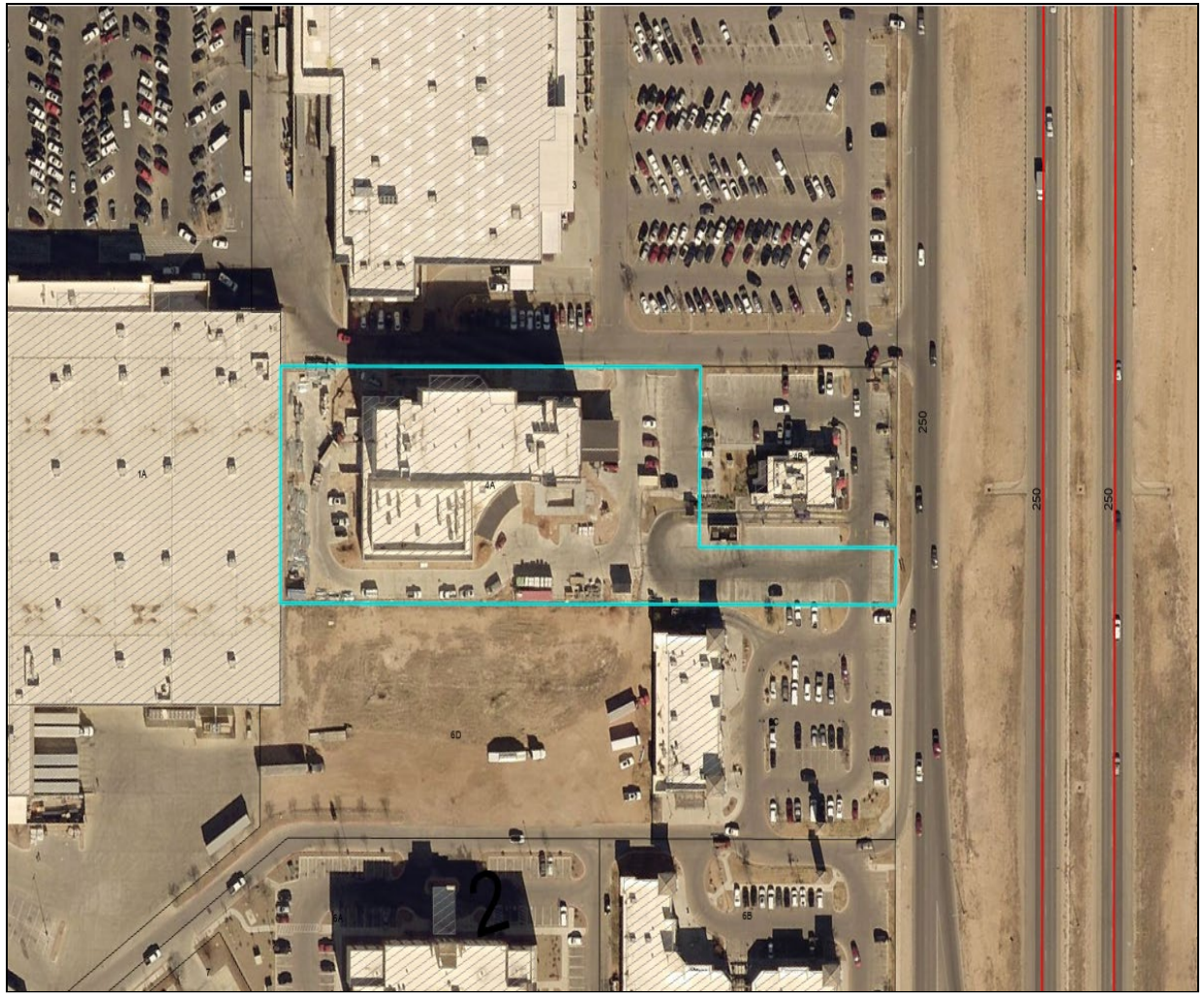
- **Current Zoning**: PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North/South:** RR, Regional Retail District
  - **West/East:** PD, Planned Development District for a Shopping Center
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Retail Stores
  - **South:** Vacant Land
  - **East:** Restaurant
- **Proposed Use:** Hotel



On HEB (Parking Lot), Looking Northwest

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”

PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 8,600 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.

STAFF'S RECOMMENDATION

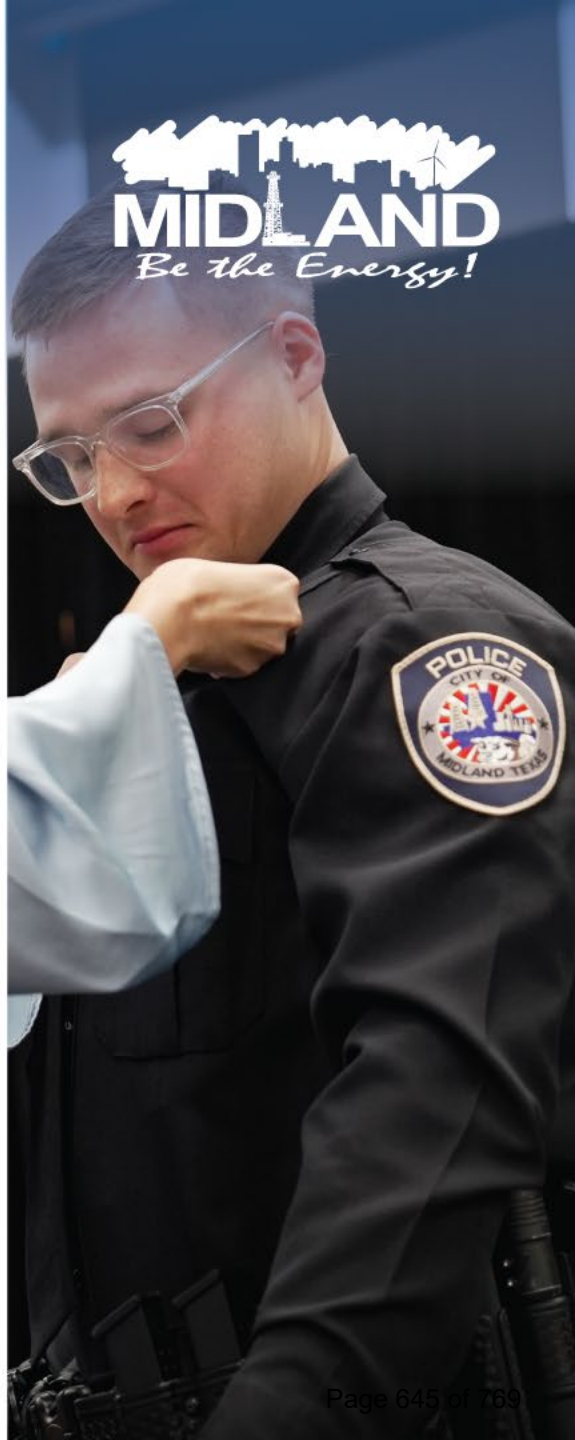
D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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

City Council Meeting

Item Number: 27.
Meeting Date: January 13, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 4, BLOCK 23, CRESTGATE ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TIMBER COURT, APPROXIMATELY 240 FEET NORTH OF OAKRIDGE DRIVE), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE NORTHWEST SIDE OF SAID LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

Purpose:
Anthony Young, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum rear yard setback and reduced minimum side yard setback for the property at 4906 Timber Court, in order to construct an addition to the home.

Recommended Action:
Approve

Fiscal Impact:
None.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Discussion:

The subject property is zoned SF-2, Single-Family Dwelling District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum rear yard setback is 5 feet, and the minimum side yard setback is 5 feet, for SF-2. There are neighboring properties enjoy the privileges of a reduced setbacks, included the abutting property to the west. Based off of the multiple surrounding lots in this area that also do not meet the minimum setback

requirement, the proposed addition would not affect the character of the neighborhood. The subject property is currently a single-family home and the applicant intends to add an attached garage addition.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area who are enjoying the same privileges of reduced minimum setbacks subject to the following conditions.

Conditions:
A. That the reduced minimum rear yard setback and the reduced minimum side yard setback described herein shall apply only to the building addition identified as the "PROPOSED SITE" in the site plan, which is attached hereto as Exhibit A and incorporated herein.
B. That the minimum rear yard setback shall be zero (0') feet.
C. That the minimum side yard setback on the south side of the Lot shall be zero (0') feet.

Letters of Objection:

Staff has not received any letters of objection as of December 31, 2025.

Attachments:
A. ORDINANCE W EXH - E-25-0151.Anthony Young - Red Min Rear & Side Yard Setbacks w Exh

B. E-25-0151, Combined Docs
C. CC - - 4906 Timber Court, Special Exception

Angelina Bettanini, Development Services	Created/Initiated - 1/2/2026
Landon Ochoa, Development Services	Approved - 1/2/2026
Elizabeth Triggs, Development Services	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/5/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 4, BLOCK 23, CRESTGATE ADDITION, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF TIMBER COURT, APPROXIMATELY 240 FEET NORTH OF OAKRIDGE DRIVE), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM SIDE YARD SETBACK ON THE NORTHWEST SIDE OF SAID LOT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 4, Block 23, Crestgate Addition, Section 18, City and County of Midland, Texas (the "Lot"). Said special exception shall allow (1) a reduced minimum rear yard setback and (2) a reduced minimum side yard setback on the northwest side of the Lot.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the reduced minimum rear yard setback and the reduced minimum side yard setback described herein shall apply only to the building addition identified as the "PROPOSED SITE" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

B. That the minimum rear yard setback shall be zero feet (0').

C. That the minimum side yard setback on the northwest side of the Lot shall be zero feet (0').

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

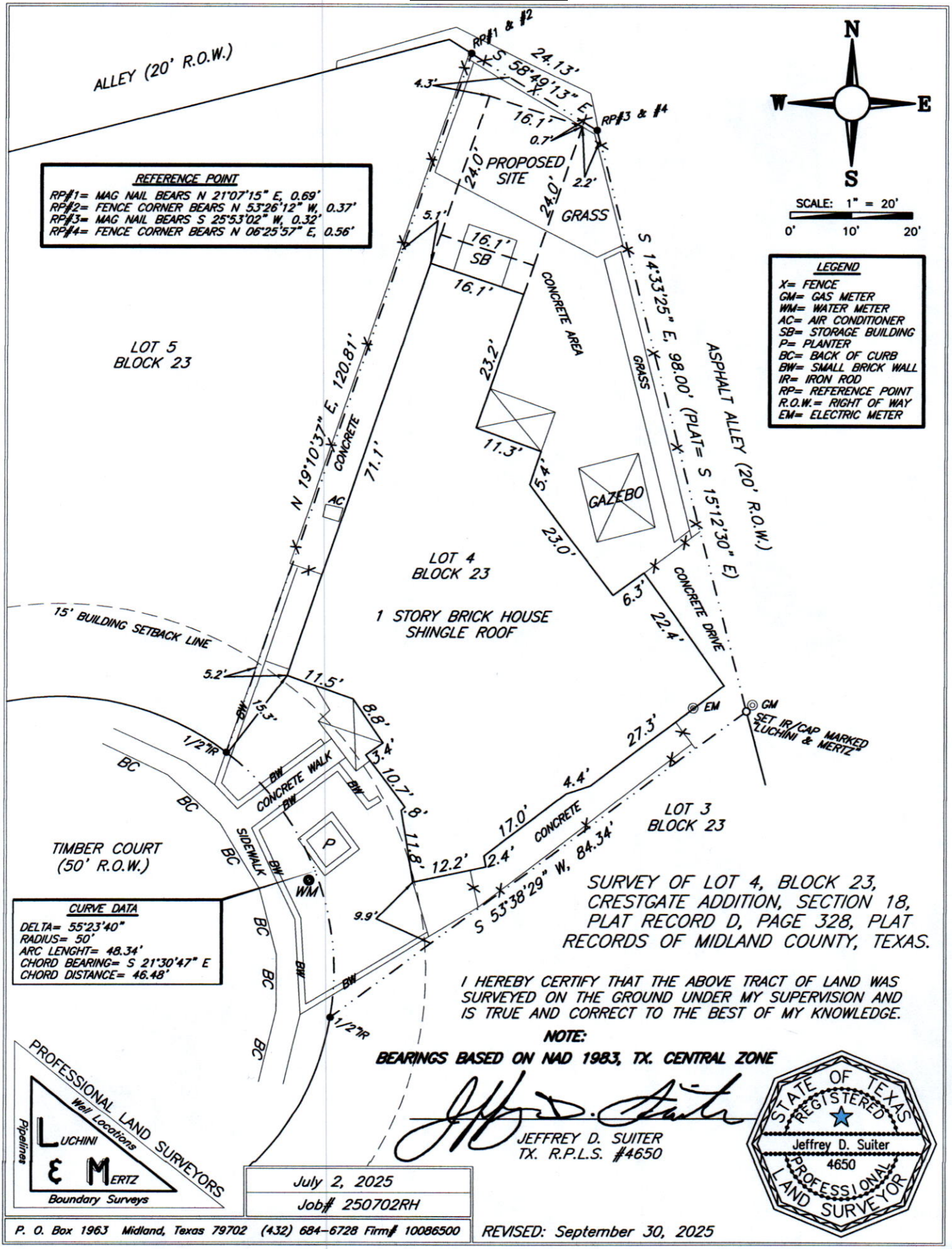
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



REFERENCE POINT

RP#1= MAG NAIL BEARS N 21°07'15" E, 0.69'
RP#2= FENCE CORNER BEARS N 53°26'12" W, 0.37'
RP#3= MAG NAIL BEARS S 25°53'02" W, 0.32'
RP#4= FENCE CORNER BEARS N 06°25'57" E, 0.56'

LEGEND

X= FENCE
GM= GAS METER
WM= WATER METER
AC= AIR CONDITIONER
SB= STORAGE BUILDING
P= PLANTER
BC= BACK OF CURB
BW= SMALL BRICK WALL
IR= IRON ROD
RP= REFERENCE POINT
R.O.W.= RIGHT OF WAY
EM= ELECTRIC METER

CURVE DATA

DELTA= 55°23'40"
RADIUS= 50'
ARC LENGHT= 48.34'
CHORD BEARING= S 21°30'47" E
CHORD DISTANCE= 46.48'

SURVEY OF LOT 4, BLOCK 23, CRESTGATE ADDITION, SECTION 18, PLAT RECORD D, PAGE 328, PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

I HEREBY CERTIFY THAT THE ABOVE TRACT OF LAND WAS SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE:

BEARINGS BASED ON NAD 1983, TX. CENTRAL ZONE

JEFFREY D. SUITER
TX. R.P.L.S. #4650

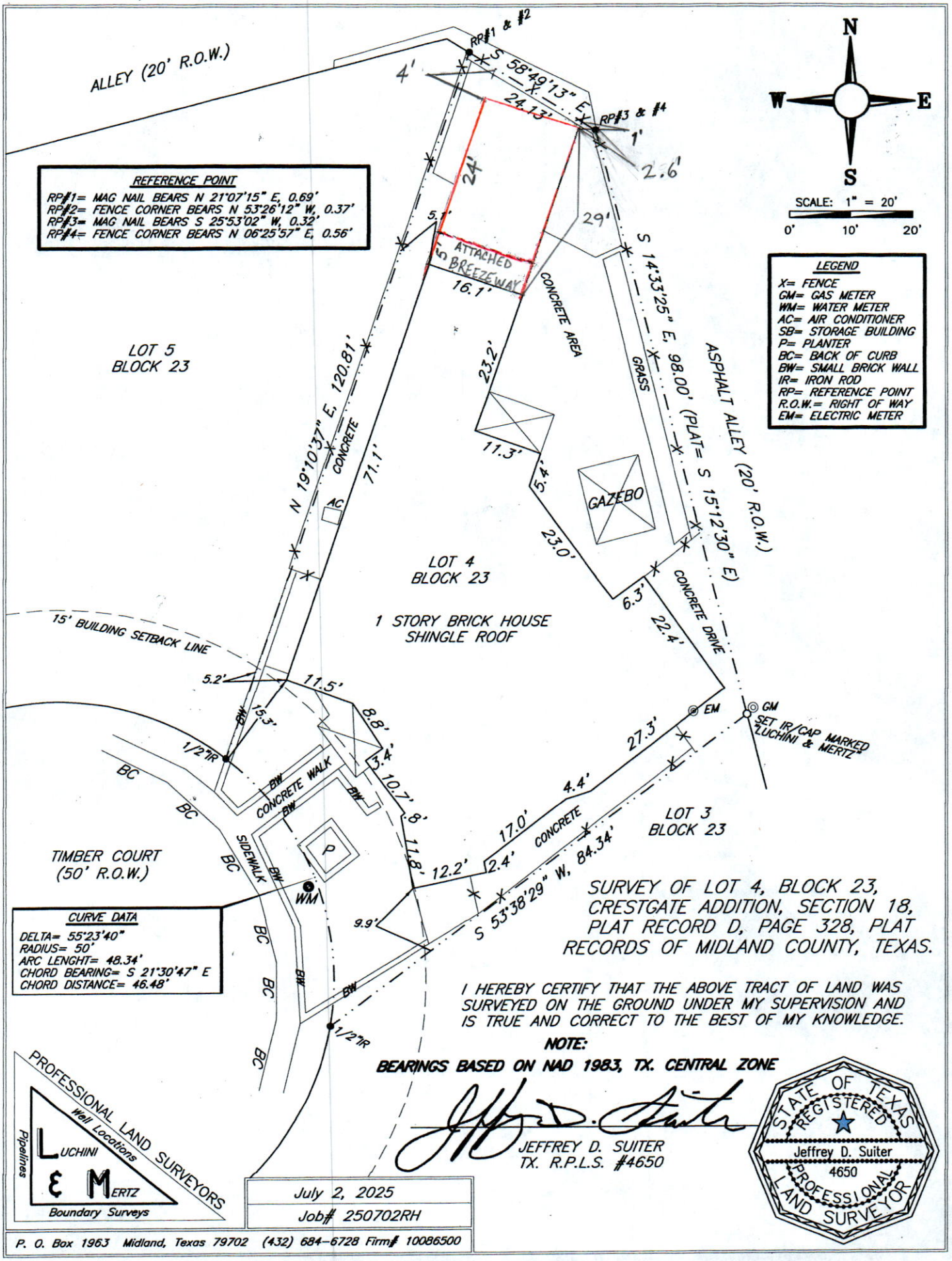
STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

July 2, 2025
Job# 250702RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

REVISED: September 30, 2025



REFERENCE POINT

RP#1= MAG NAIL BEARS N 21°07'15" E, 0.69'
RP#2= FENCE CORNER BEARS N 53°26'12" W, 0.37'
RP#3= MAG NAIL BEARS S 25°53'02" W, 0.32'
RP#4= FENCE CORNER BEARS N 06°25'57" E, 0.56'

LEGEND

X= FENCE
GM= GAS METER
WM= WATER METER
AC= AIR CONDITIONER
SB= STORAGE BUILDING
P= PLANTER
BC= BACK OF CURB
BW= SMALL BRICK WALL
IR= IRON ROD
RP= REFERENCE POINT
R.O.W.= RIGHT OF WAY
EM= ELECTRIC METER

CURVE DATA

DELTA= 55°23'40"
RADIUS= 50'
ARC LENGHT= 48.34'
CHORD BEARING= S 21°30'47" E
CHORD DISTANCE= 46.48'

SURVEY OF LOT 4, BLOCK 23, CRESTGATE ADDITION, SECTION 18, PLAT RECORD D, PAGE 328, PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

I HEREBY CERTIFY THAT THE ABOVE TRACT OF LAND WAS SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE:

BEARINGS BASED ON NAD 1983, TX. CENTRAL ZONE

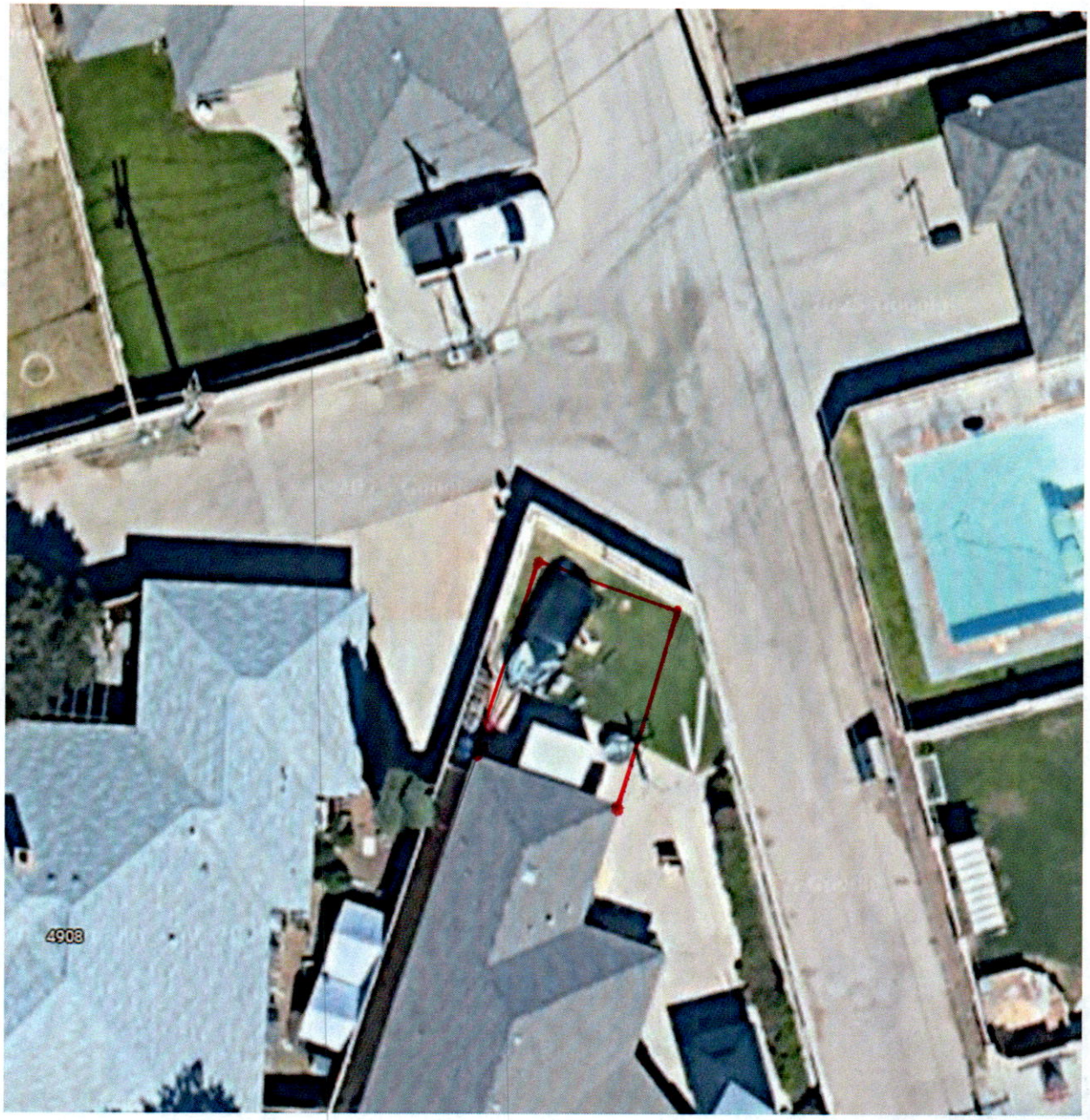
JEFFREY D. SUITER
TX. R.P.L.S. #4650

STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

July 2, 2025
Job# 250702RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500


4908

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: ANTHONY YOUNG		Phone (432) 416-0735 Email TYOUNG.67@ATT.NET	
Address 4906 TIMBER CT	City MIDLAND	State TX	Zip 79707

Property Owner Printed Name: ANTHONY YOUNG		Phone (432) 416-0735 Email TYOUNG.67@ATT.NET	
Address 4906 TIMBER CT	City MIDLAND	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: N/A Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 4906 TIMBER CT, MIDLAND, TX 79707

Legal Description
Lot: 004 Block: 023 Subdivision: CRESTGATE SEC 18

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☒ The addition of architectural or other projections of a minor extent.

Reason for Request: REQUEST FOR REDUCED SETBACK FOR GARAGE ADDITION.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures		
Applicant (signature):	Anthony Young	Date: 12/5/2025
Applicant (printed):	ANTHONY YOUNG	
Property Owner (signature):	Anthony Young Jill Young	Date: 12/5/2025
Property Owner (printed) :	ANTHONY YOUNG & JILL YOUNG	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization ☑ Dimensioned Site Plan

☐ Application Fee ☑ Plans in Digital Format (PDF/JPEG)

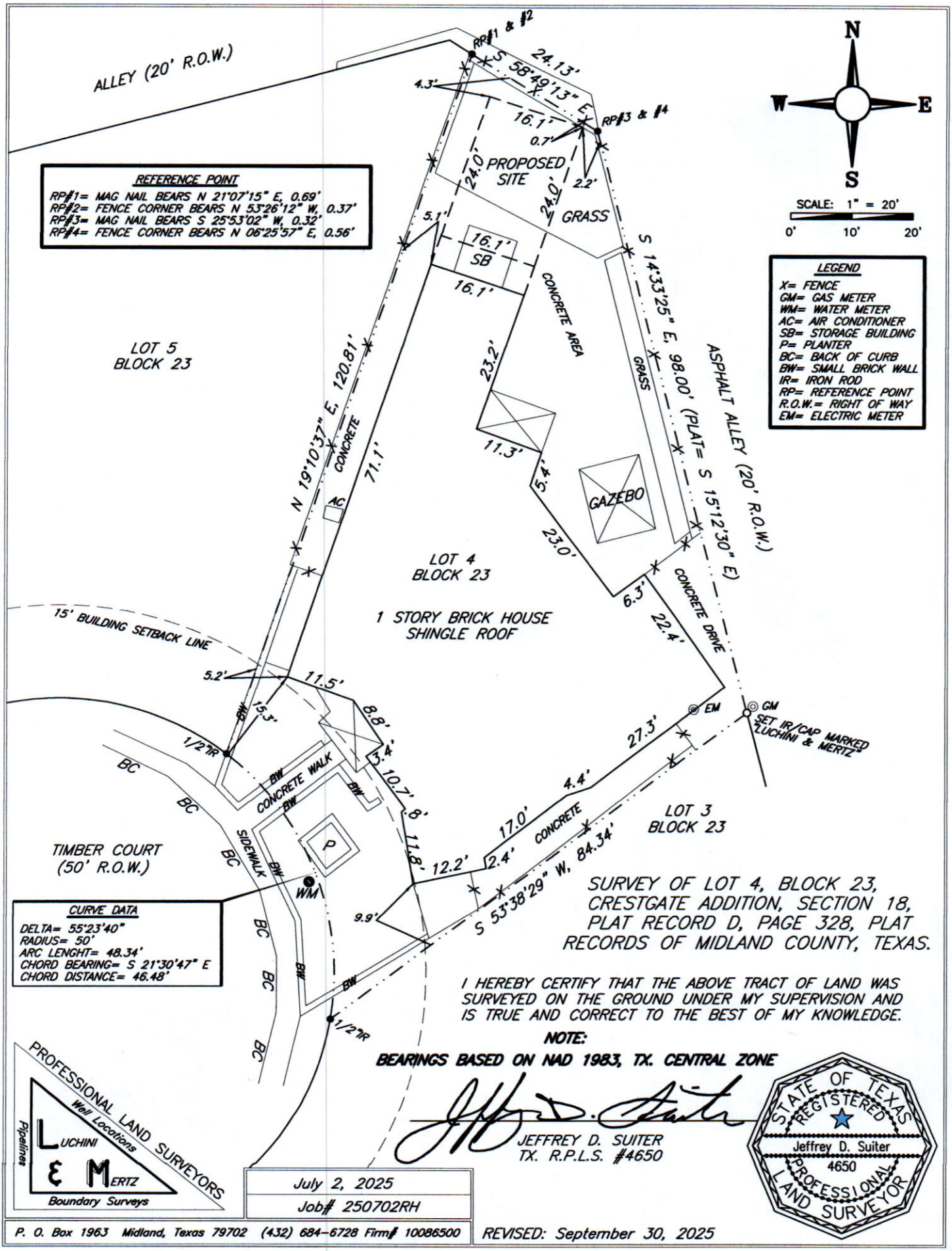
Check # Invoice

RECEIVED
DEC 05 2025

Received By: _____ Date: _____

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****



REFERENCE POINT

RP#1= MAG NAIL BEARS N 21°07'15" E, 0.69'
RP#2= FENCE CORNER BEARS N 53°26'12" W, 0.37'
RP#3= MAG NAIL BEARS S 25°53'02" W, 0.32'
RP#4= FENCE CORNER BEARS N 06°25'57" E, 0.56'

LEGEND

X= FENCE
GM= GAS METER
WM= WATER METER
AC= AIR CONDITIONER
SB= STORAGE BUILDING
P= PLANTER
BC= BACK OF CURB
BW= SMALL BRICK WALL
IR= IRON ROD
RP= REFERENCE POINT
R.O.W.= RIGHT OF WAY
EM= ELECTRIC METER

CURVE DATA

DELTA= 55°23'40"
RADIUS= 50'
ARC LENGHT= 48.34'
CHORD BEARING= S 21°30'47" E
CHORD DISTANCE= 46.48'

SURVEY OF LOT 4, BLOCK 23, CRESTGATE ADDITION, SECTION 18, PLAT RECORD D, PAGE 328, PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

I HEREBY CERTIFY THAT THE ABOVE TRACT OF LAND WAS SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE:

BEARINGS BASED ON NAD 1983, TX. CENTRAL ZONE

JEFFREY D. SUITER
TX. R.P.L.S. #4650

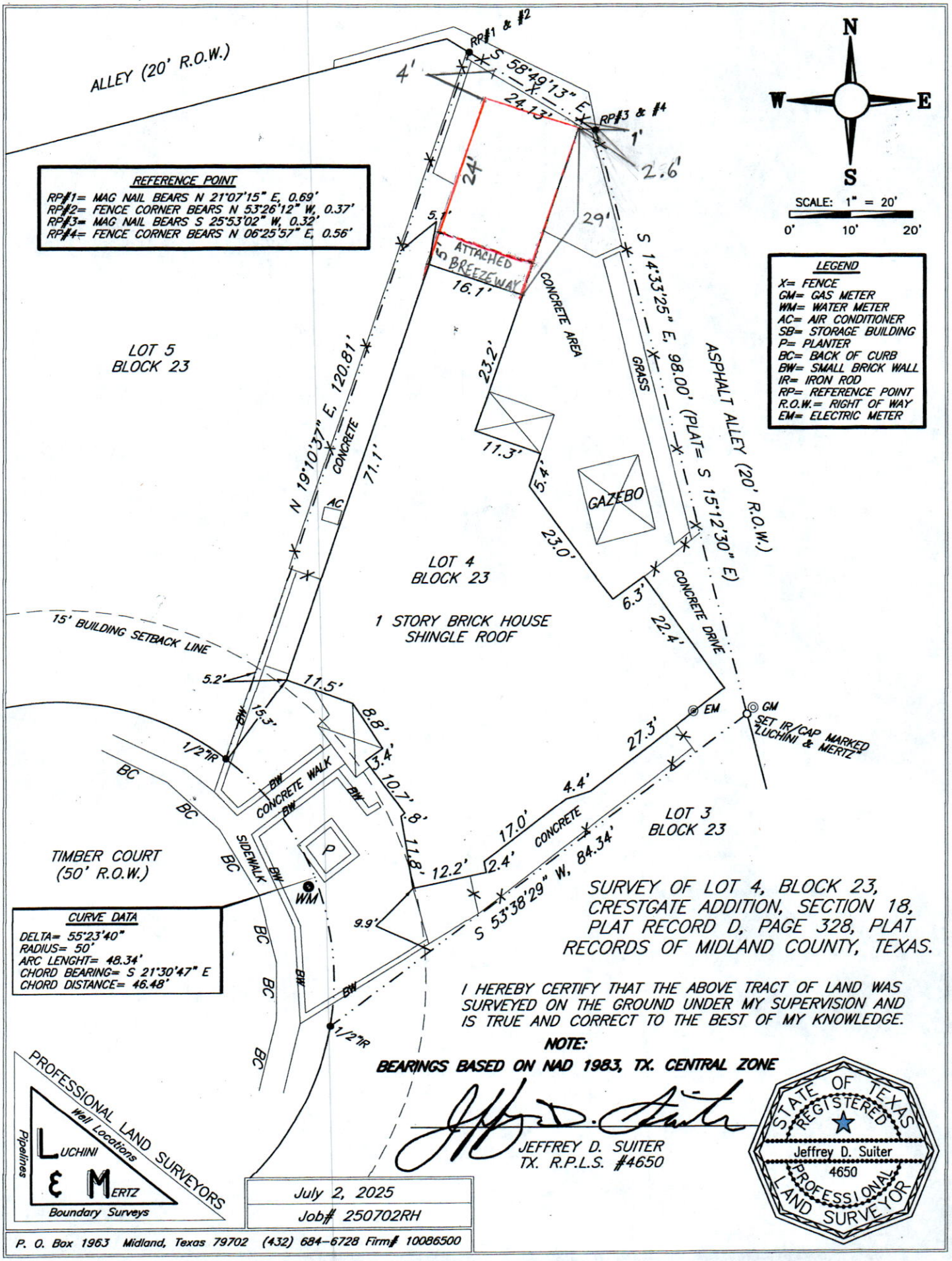
STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

July 2, 2025
Job# 250702RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

REVISED: September 30, 2025



REFERENCE POINT

RP#1= MAG NAIL BEARS N 21°07'15" E, 0.69'
RP#2= FENCE CORNER BEARS N 53°26'12" W, 0.37'
RP#3= MAG NAIL BEARS S 25°53'02" W, 0.32'
RP#4= FENCE CORNER BEARS N 06°25'57" E, 0.56'

LEGEND

X= FENCE
GM= GAS METER
WM= WATER METER
AC= AIR CONDITIONER
SB= STORAGE BUILDING
P= PLANTER
BC= BACK OF CURB
BW= SMALL BRICK WALL
IR= IRON ROD
RP= REFERENCE POINT
R.O.W.= RIGHT OF WAY
EM= ELECTRIC METER

CURVE DATA

DELTA= 55°23'40"
RADIUS= 50'
ARC LENGHT= 48.34'
CHORD BEARING= S 21°30'47" E
CHORD DISTANCE= 46.48'

SURVEY OF LOT 4, BLOCK 23, CRESTGATE ADDITION, SECTION 18, PLAT RECORD D, PAGE 328, PLAT RECORDS OF MIDLAND COUNTY, TEXAS.

I HEREBY CERTIFY THAT THE ABOVE TRACT OF LAND WAS SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE:

BEARINGS BASED ON NAD 1983, TX. CENTRAL ZONE

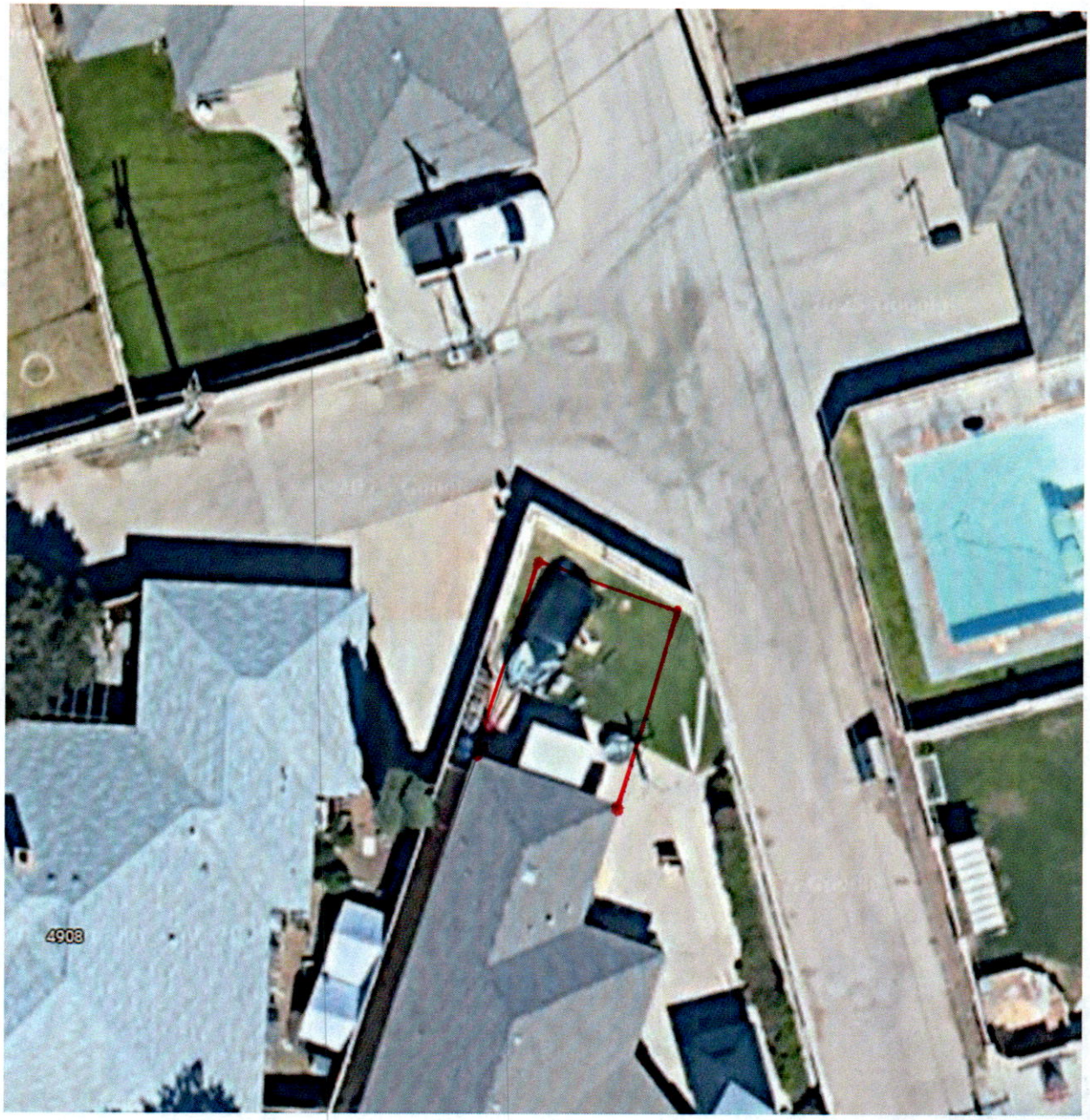
JEFFREY D. SUITER
TX. R.P.L.S. #4650

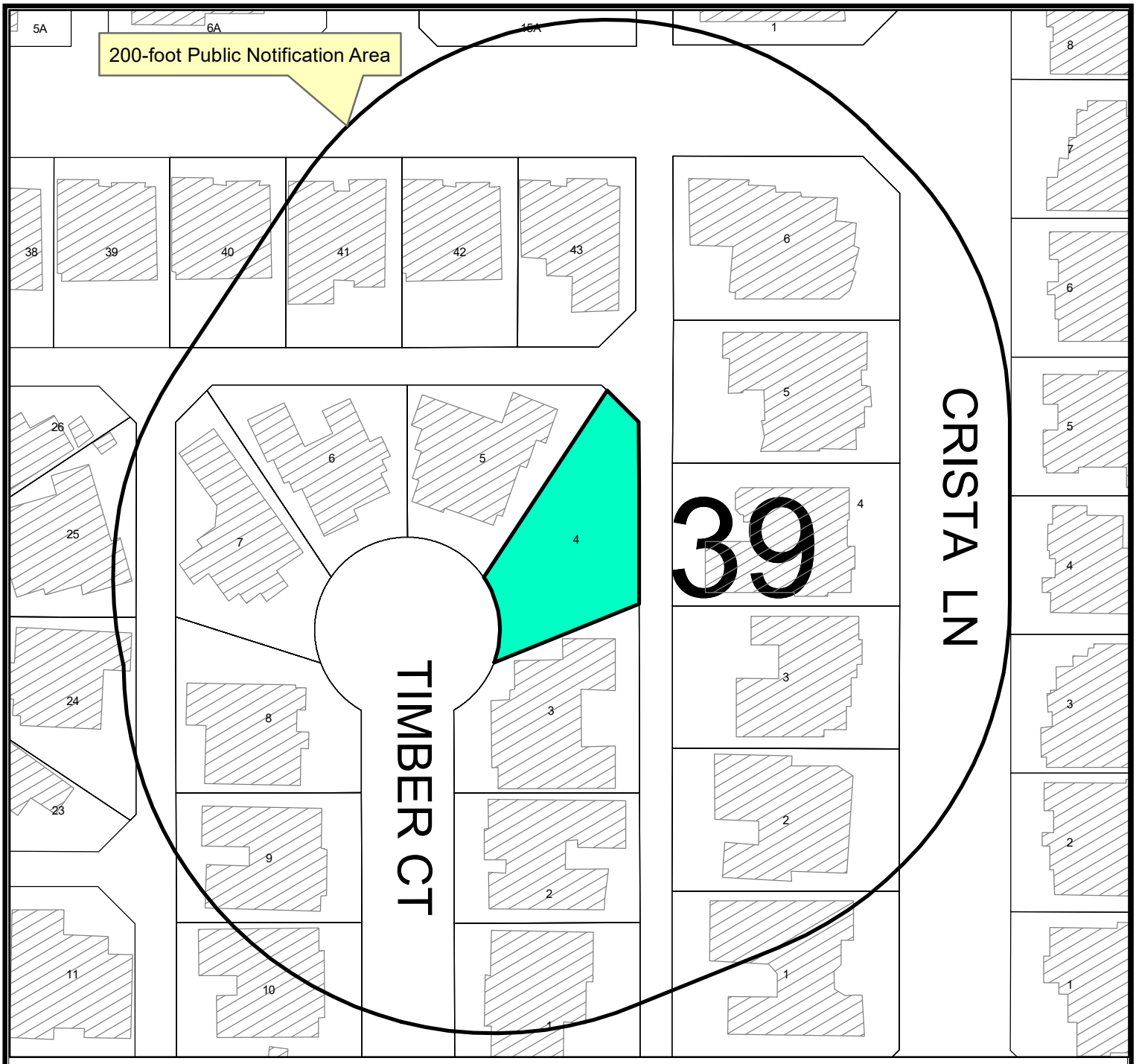
STATE OF TEXAS
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

PROFESSIONAL LAND SURVEYORS
Well Locations
Pipelines
LUCHINI & MERTZ
Boundary Surveys

July 2, 2025
Job# 250702RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500


4908



Location Map

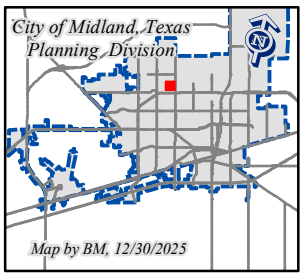
E-25-0151 **Scale: 1" = 77'**

Consider a request by Anthony Young for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow for (1) a reduced minimum rear yard setback and (2) a reduced minimum side yard setback on Lot 4, Block 23, Crestgate Addition, Section 18, City and County of Midland, Texas.

Generally located on the east side of Timber Court, approximately 240 feet north of Oakridge Drive. (Council District 1)

LEGEND

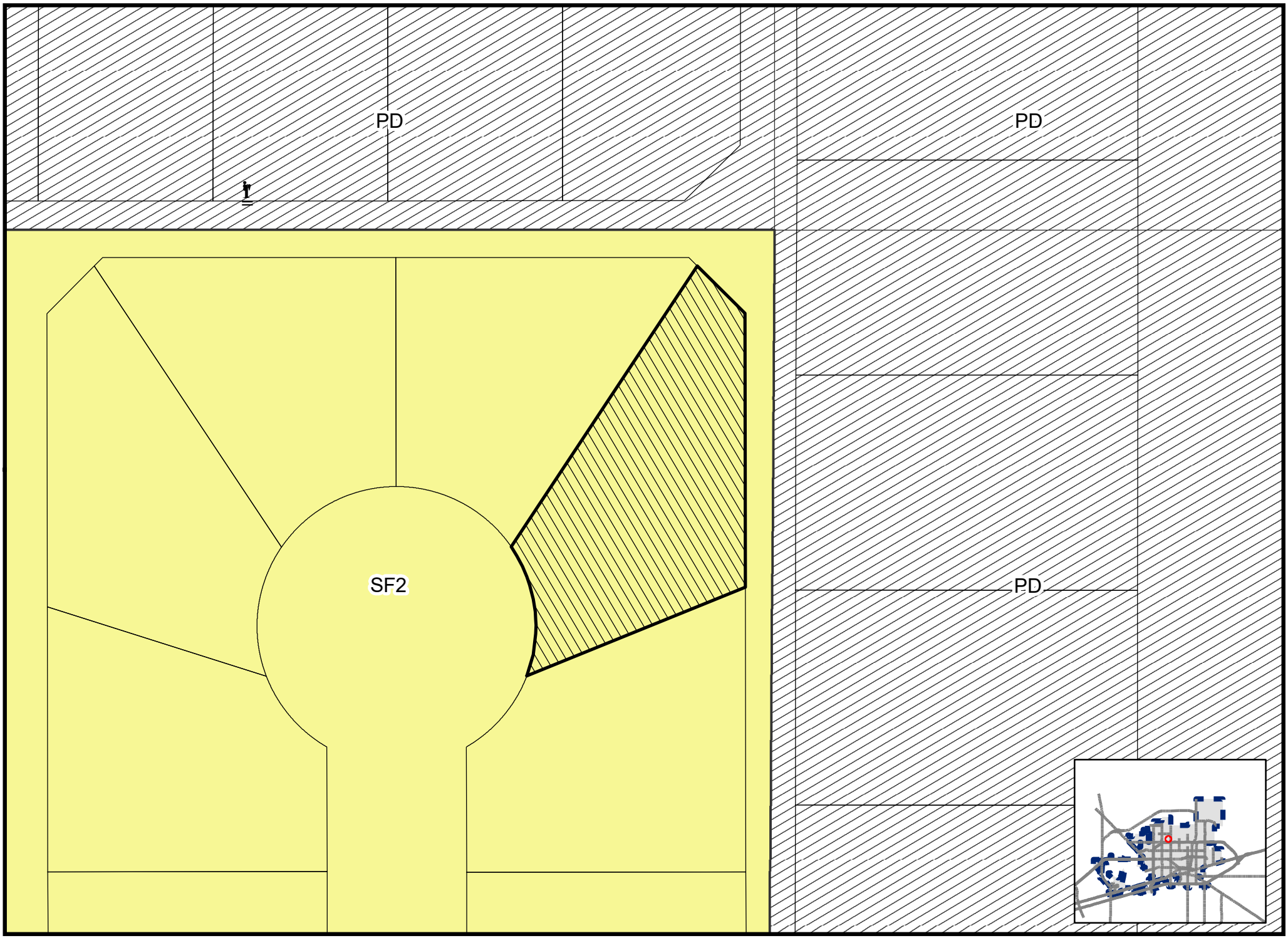
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



Map by BM, 12/30/2025

E-25-0151

43'

ZONING MAP

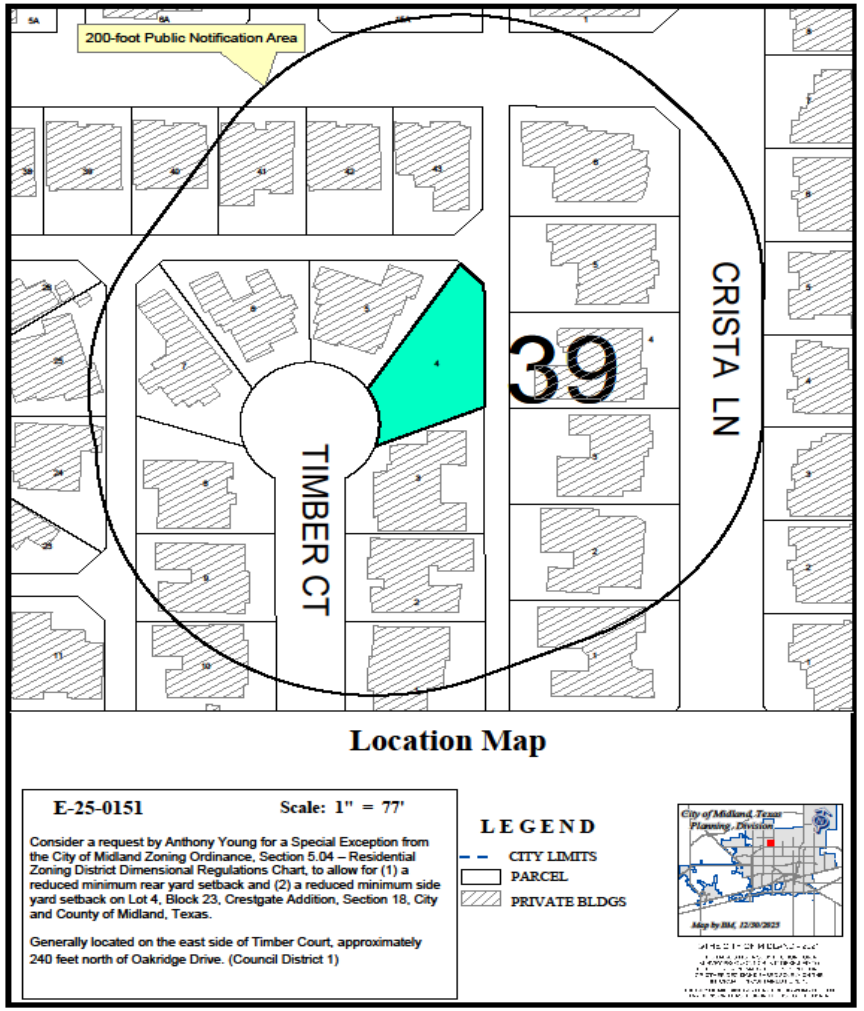
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED THEREON.

COQUINA
DIAMOND
OPAL
BERMUDA
TIMBER
OAKRIDGE
CRISTA
GRANITE
FELDSPAR
MARBLE
23
39
38

MIDLAND
Be the Energy!
ITEM
SPECIAL EXCEPTION
4906 TIMBER COURT
Visit Our Website
MIDLANDTEXAS.GOV

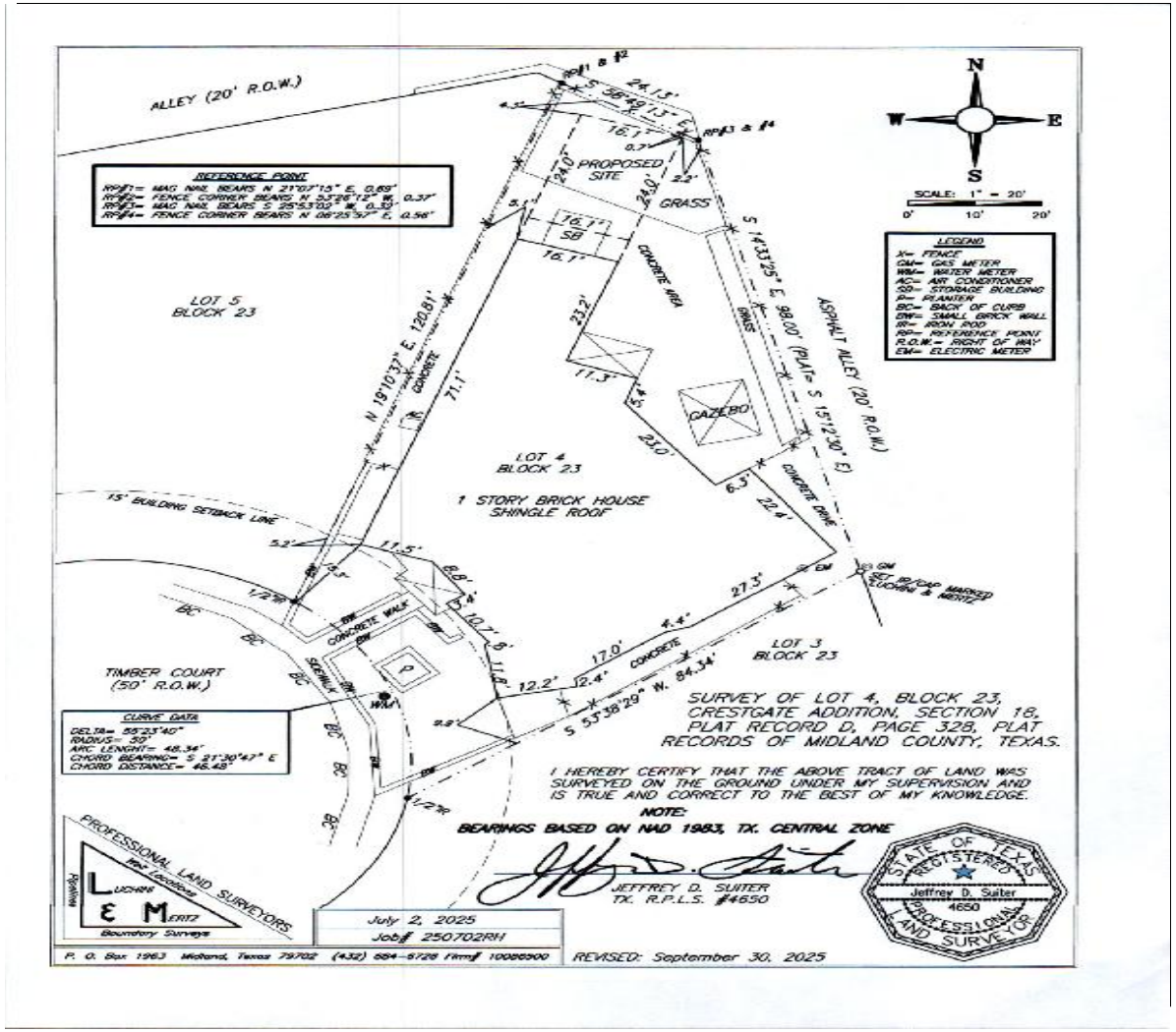
APPLICATION SUMMARY

- **Applicant/Property Owner:** Anthony Young
- **Location:** 4906 Timber Court (Council District 1)
- **Reason for Request:** For a reduced minimum side and rear setback



DETAILS OF REQUEST

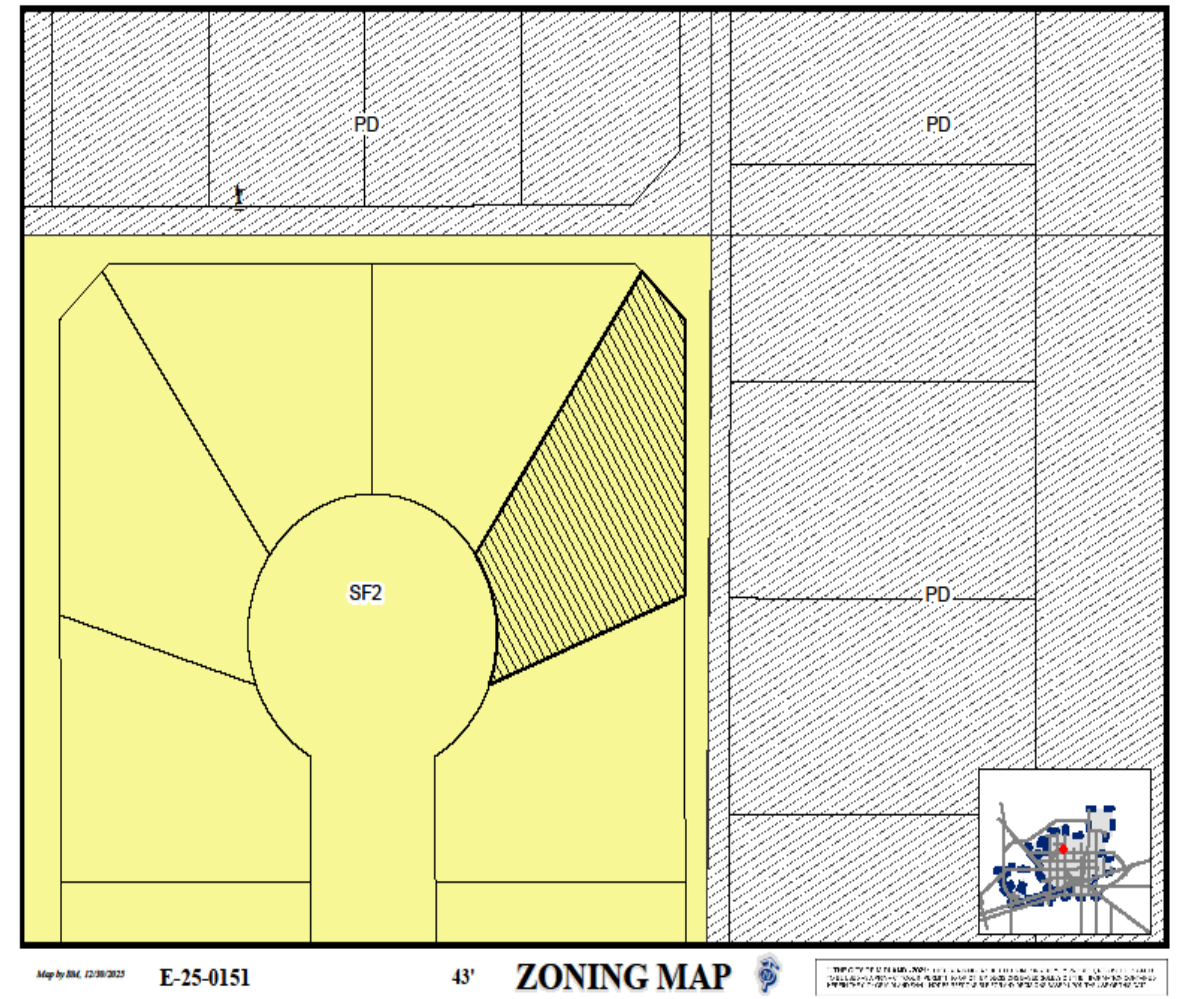
- **Code Requirement:** The minimum side and rear setbacks for the SF-2, Single-Family Dwelling District is 5 feet per Section 5.04- Residential Zoning District Dimensional Regulations Chart.
- **Variance Requested:** 5 feet



MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** SF-2. Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East:** PD, Planned Development District
  - **South/West:** SF-2, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Single-Family Housing
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing

MIDLAND
Be the Energy!

On Timber Court, Looking East

MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- Staff **recommends approval** of this request with the following conditions:

A. That the reduced minimum rear yard setback and the reduced minimum side yard setback described herein shall apply only to the building addition identified as the "PROPOSED SITE" in the site plan
B. That the minimum rear yard setback shall be zero (0') feet.
C. That the minimum side yard setback on the south side of the Lot shall be zero (0') feet.

MISSION

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

City Council Meeting

Item Number: 28.
Meeting Date: January 13, 2026
To: City Council
From: Isaac Garnett, Community Services Division Manager
Subject: RESOLUTION AUTHORIZING THE AMENDMENT OF THE CITY OF MIDLAND'S 2025-2026 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FISCAL YEARS 2025-2029; AND APPROPRIATING FUNDS

Purpose:
The First Year Action Plan describes specific priorities and objectives to be addressed and how HUD resources are to be distributed. Funding will consist of the 2025/2026 CDBG entitlement grant of $973,186, prior year funds of $250,000 and an estimated $50,000 in program income from prior Owner-Occupied Housing Major Projects. Therefore, the total CDBG budget will be $1,273,186. The amended plan announcement was in the MRT for citizen comment on December 27, 2025, for a fifteen-day (15) comment period (no comments submitted). Therefore, the city can finalize and submit the revised plan to HUD.

Recommended Action:
Approval

Fiscal Impact:
No fiscal impact on the city budget.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The First Year Action Plan Amendment outlines specific priorities and objectives, detailing how HUD resources will be allocated through contracts. The Community Development Block Grant office will fund the following programs:

- Casa de Amigos - Home Cleaning Program: $47,421
- COMPHA-Langtry Village Apartments Appliances. – Replacement Program: $54,668
- Casa de Amigos - Senior Nutrition Program: $62,422
- Salvation Army of Midland - Homeless Nutrition Programs: $33,000
- Salvation Army of Midland – Facilities Improvement Project: $30,000
- Senior Life Midland (SLM) - Meals on Wheels Weekend Program: $20,000
- Senior Life Midland (SLM) – Facilities Improvement Project: $40,000
- MCPHA-Village Square Apartment – HVAC Units Replacement: $50,002

- West Texas Food Bank – Facilities Safety Improvements Project: $80,252
- Church on Wheels, Inc. – Facility Floor Replacement Project: $12,421
- Additionally, CDBG Block Grant funds (060) will be appropriated for the following:
- OHAP Major-Down Payment Assistance: $100,000
- OHAP Minor Repair Program: $75,000
- City of Midland Parks and Recreation Department - Sparks Park Restroom: $275,000
- City of Midland Parks and Recreation Department – MKL Center Stage upgrades: $50,000
- City of Midland Parks and Recreation Department – Hogan Park Tables, Dunagan Park Safety: $80,000
- City of Midland Engineering Department – S. Benton Street ADA Sidewalk Project: $196,000
- City of Midland Development Services Department Demolition Program: $50,000

These allocations reflect the commitment to address key community needs and support the stated objectives that align with previous Council actions.

Attachments:

A. RESOLUTION - 2025-2026 Action Plan Amendment Reso
B. CDBG Action Plan Amendment PY25

Isaac Garnett, Development Services - Community Services	Created/Initiated - 12/30/2025
Elizabeth Triggs, Development Services	Approved - 1/2/2026
Christy Weakland, Finance	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/6/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	Final Approval - 1/7/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE AMENDMENT OF THE CITY OF MIDLAND'S 2025-2026 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FISCAL YEARS 2025-2029; AND APPROPRIATING FUNDS

WHEREAS, Council authorized the adoption of the 2025-2026 Action Plan to the Consolidated Plan for Community Development and Housing Funds for the United States Department of Housing and Urban Development's Fiscal Years 2025-2029 ("2025-2026 Action Plan") by Resolution Number 2025-110; and

WHEREAS, notice was published in the Midland Reporter-Telegram of a fifteen-day public review and comment period regarding the amendment to the plan, which period has now expired; and

WHEREAS, the City Council finds it to be in the public interest to amend the 2025-2026 Action Plan;

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

SECTION ONE. That the City Council hereby amends the 2025-2026 Action Plan, a copy of said document being on file with the City Secretary's office referenced by the date and number of this resolution and incorporated herein by reference.

SECTION TWO. That funding of $1,273,186.00 shall be available in the 2025/2026 Community Development Block Grant and shall be appropriated for this purpose.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City of Midland

Community Development Block Grant

First Year Action Plan

AMENDMENT

October 1,2025 thru September 30,2026

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Midland is pleased to submit its 2025 First Year Annual Action Plan of the 2025-2029 Consolidated Plan. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan. The CDBG Fourth Year Annual Action Plan establishes Midland's strategy for investment of its U.S. Department of Housing and Urban Development (HUD) resources and other resources linked to activities directed at the community development, housing, and homeless service's needs. The goal of the First Year Annual Action Plan is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low-and moderate-income persons. The City of Midland has only applied for and received the Community Development Block Grant (CDBG) program.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The overall outcome is to improve the quality of life to principally low-and-moderate-income persons by creating suitable living environments, improving the availability of affordable housing, and enhancing economic opportunities. The Annual Action Plan process identified the same overarching needs within the community, as identified in the Consolidated Plan. The outcomes of addressing these needs will be measured by the increase in availability/accessibility, affordability and sustainability created by the programs and services provided throughout the course of the Consolidated Plan. By concentrating funds on a small number of specific needs, it is hoped that the main objective will be achieved, and a greater number of principally low-and moderate-income persons will benefit from the available funding.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Over the course of the First Year Action Plan of the 2025-2029 Consolidated Plan, the city will continue to improve its processes and delivery of services in addressing the housing, community development and economic development objectives identified. A complete and detailed year-end report shall been written summarizing the result of activities that took place during the program accomplishment year 2025 (PY25). A copy of this report can be found at http://develop.midlandtexas.gov/35/Community-Development.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Midland City Council held a public hearings on January 13, 2026, at 10:0am at 10:00am and a 15-day public comment period on December 27, 2025 in the MRT. Efforts were made to include as many sub-population/groups and/or advocate groups for them in the process

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments were received during the period and the public hearing opened and closed without citizen comments

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments are considered during the period

7. Summary

During the program year of 2025/2026, the CDBG office will build upon experience from past achievements and current conditions in order to meet new strategic goals and outcomes set within this Action Plan. We will focus on using empirical data gathered on an annual basis to meet the underserved needs of the community and improve resident's quality of life; principally for low and moderate income Midlander's.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MIDLAND	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for overseeing the development of the Action Plan is the City of Midland's Department of Development Services through its Community Development Division or CDBG Office. Major public and private agencies responsible for administering programs covered by the Annual Action Plan are the City of Midland, local housing authorities and numerous housing and social service non-profits.

Consolidated Plan Public Contact Information

Community Development Manager
City of Midland
300 N Loraine, Suite 410
P.O. Box 1152
Midland, Texas 79702
432-685-7408

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The city has identified the significant aspects of the process by which the Action Plan is being developed and the public/private agencies, groups, organizations, and others that participated in the plan. The Action Plan is a comprehensive document that addresses statutory purposes. The lead agency for overseeing the development of the Plan is the City of Midland's Department of Development Services through its Community Development Division or CD Office.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Community Development Office has a long-standing working relationship with both housing authorities in the city due to the mayor appointment of the CDBG Manager as the designated liaison to the PHA's. The liaison is responsible for coordinating information dissemination/communications from the city government to the PHA's that is essential to its city operations as well as being the secondary resource line for complaints or concerns originating from the PHA's by residents. The City also participates in other umbrella coalitions such as the Permian Basin Planning Commission in an effort to address other issues that relate to housing, transportation, and public service needs. The City of Midland and the PHA' are members of the Midland Affordable Housing Alliance which is an affordable housing advocacy group of nonprofits. MAHA plans, strategizes, and incorporate initiatives to increase affordable housing in Midland County through policy initiative and construction.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Midland Homeless Network (CoC) is now established as a formal partner of MAHA in which the CoC will seek state and federal funding to solidify its role as the leading provider of homeless service in Midland County. The Homeless Coalition (CoC) maintains relationships with mental health providers and local homeless shelters, substance abuse and recovery facilities, homeless meal providers, coordinate and deliver the Point-In-Time count to the State of Texas and local philanthropic services providers whose principal responsibilities are helping people with necessities. The Coalition is working with the Texas Homeless Network to apply for grants in the coming years to increase resource development and delivery.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The city is not a recipient of ESG funds at this time, but this office will continue a targeted public outreach effort to educate and engage the public in its annual Action Planning and funding opportunities process. Community Development Office will provide input during the grants award and allocation process. To ensure compliance with the Final CoC Rule. the CDBG office will works closely with the local Continuum of Care Activities to include:

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Midland County Housing Authority
	Agency/Group/Organization Type	Housing PHA Services-homeless Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City communicates and coordinates with other Midland governmental entities, local housing authorities, the City of Odessa and various State of Texas departments on an as needed basis. The City provided copies of the draft Action Plan to the following governmental entities: the Permian Basin Regional Planning Commission, local housing authorities and Midland County.
2	**Agency/Group/Organization**	Permian Basin Regional Planning Commission
	Agency/Group/Organization Type	Other government - State Other government - County Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

3	**Agency/Group/Organization**	Texas Balance of State Continuum of Care
	Agency/Group/Organization Type	Services-homeless Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Midland Homeless Coalition	The CDBG Office has staff that is part of the Homeless coalition which coordinate, plan and advocate for the homeless in Midland

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

All comments were considered in the prioritization of needs process.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The CDBG office solicits public input regarding the long-term and short-term needs of the community to develop funding priorities. The priority needs for the City of Midland 2025-2026 Annual Action Plan were determined through analysis of information gathered from a variety of sources and the CDBG schedule was approved by the City Council on January 13, 2026.	No comments we received during the period.	All comments are considered when making decisions regarding the CDBG programs.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Currently, the City of Midland receives CDBG funding. These funding sources are expected to be available over the next five years. In FY 2025, the City has been allocated $973,186 in CDBG funds, $200,000 in prior year funds, $50,000 in program income. It is anticipated that funding levels will be similar over the five years of this Consolidated Plan. These anticipated amounts are noted in the chart below. As all funding sources are subject to annual Congressional appropriations, as well as potential changes in funding distribution formulas, these figures are subject to change.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	973,186.00	50,000.00	250,000.00	1,273,186.00	400,000.00	PI includes estimated ($50,000) for ED activity and EN ($973,186). Remainder includes estimated future Annual Allocations.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal, state, and local resources available to address the needs identified in the plan include federal formula grant funds under CDBG. The local Continuum of Care (CoC) also awards grant funds under the competitive McKinney-Vento Homeless Assistance Act. These funds may be leveraged with the City's general funds, various state and county resources, local nonprofit resources, and private foundation grants. Essential service projects will concentrate efforts to address the needs of families, children and youth in high-risk populations consistent with the identified priority needs. Use of CDBG funds will leverage other nonprofit resources and private foundation funds to assist low-income households.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Midland has tracts of land and abandoned properties that may be made available during the five-year term of the ConPlan.

Discussion

The Expected Amount Available for the Remainder of ConPlan is an estimate of the funds expected to be received over the remaining four years of the Consolidated Plan. Estimates were calculated using the confirmed funding to be received during the first year of the Consolidated Plan plus expected program income. The CDBG program income total includes an estimated $973,186 per year received through economic development activities and an additional $50,000 in general program income.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Essential Senior Services	2025	2029	Non-Homeless Special Needs Support to Senior Center and Homebound Seniors.				
2	COM Engineering Infrastructure Improvements	2025	2029	Non-Housing Community Development				
3	COM Code Enforcement and Compliance	2025	2029	Affordable Housing Code				
4	Homeless & Homeless Prevention Services	2025	2029	Homeless				
5	COM Community Development Housing Programs	2025	2029	Affordable Housing				
6	COM Parks & Recreation Equipment/Facilities Improv	2025	2029	Non-Housing Community Development				
7	Public Facilities	2025	2029	Non-Housing Community Development				

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Essential Senior Services
	Goal Description	
2	**Goal Name**	COM Engineering Infrastructure Improvements
	Goal Description	
3	**Goal Name**	COM Code Enforcement and Compliance
	Goal Description	
4	**Goal Name**	Homeless & Homeless Prevention Services
	Goal Description	
5	**Goal Name**	COM Community Development Housing Programs
	Goal Description	
6	**Goal Name**	COM Parks & Recreation Equipment/Facilities Improv
	Goal Description	
7	**Goal Name**	Public Facilities
	Goal Description	Rehab and improve public facilities to extend program operational life.

Projects

AP-35 Projects – 91.220(d)

Introduction

The proposals received for funding consideration are as follows; the following projects were recommended by the Midland City Council CDBG Committee with input from city staff for funding from the CDBG funds expected to be available for program year 2025-2026.

Projects

#	Project Name
1	SE Senior Center Nutrition Program
2	Share A Meal (Meal on Wheels) Program
3	Home Cleaning Program
4	West Texas Food Bank
5	Breaking Bread Ministries
6	MLK Rec Center Stage Renovation
7	Park Amenities & Solar Lighting
8	Sparks Park Restroom Replacement
9	Langtry Village Disabled Housing Updates
10	Village Square HVAC Replacement
11	S Benton St Sidewalks & Utility Improvements
12	First-Time Homebuyer Program
13	Minor Home Repair Program
14	Share A Meal (Meal on Wheels) Program
15	Share A Meal (Meal on Wheels) Facilities Improvements
16	Midland Salvation Army Services for Homeless
17	Midland Salvation Army Facilities Improvements
18	City of Midland Dilapidated Structure Demolition Program

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	SE Senior Center Nutrition Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Essential Senior Services
	Needs Addressed	Senior Public Services
	Funding	CDBG: $62,422.00
	Description	Senior Community Center with social activities and lunch meals.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Three hundred and twenty individuals will received benefit from the proposed activity on a continuous weekly basis.
	Location Description	1803 E Indiana Ave, Midland, TX 79701
	Planned Activities	Daily activities for seniors including a healthy meal each day of the week.
2	**Project Name**	Share A Meal (Meal on Wheels) Program
	Target Area	
	Goals Supported	Essential Senior Services
	Needs Addressed	Senior Public Services
	Funding	CDBG: $33,000.00
	Description	Senior Life Midland will provide weekend meals to homebound people.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	**Project Name**	Home Cleaning Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Essential Senior Services
	Needs Addressed	Senior Public Services
	Funding	CDBG: $47,241.00

	Description	Casa de Amigos will provide weekly in home cleaning for homebound seniors in low-moderate income census tracts.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	the program anticipates to serve 107 individuals during the program year.
	Location Description	The program will be in-home of seniors located in low-moderate income census tracts.
	Planned Activities	Light cleaning to prevent infestation and improve housing livability.
4	**Project Name**	West Texas Food Bank
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Facilities
	Needs Addressed	Expand & Improve Public Facilities
	Funding	CDBG: $80,252.00
	Description	Improve safety and security measures (ex. security lighting, distribution equipment) in the main facility and green house for educational programs.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	the food bank serves an estimated 1200 families per month in low-moderate income census tracts in Midland. The facility improvements will assure safe process for food distribution to citizens.
	Location Description	601 Westcliff Drive Midland, Texas 79703
	Planned Activities	Repair replace install safety and security measures at the facility.
5	**Project Name**	Breaking Bread Ministries
	Target Area	Low and Moderate Income Census Tracts Southern Addition
	Goals Supported	Public Facilities
	Needs Addressed	Homeless Services
	Funding	CDBG: $12,421.00

	Description	Replacement of Kitchen equipment for people in need of meals and social services.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	70 low moderate-income people per day in need of meals and social services will frequent the location.
	Location Description	Breaking Bread Ministries is located in a low-moderate income neighborhood and provide services to any person that visit the location.
	Planned Activities	New upgrade and replacement of commercial oven to prepare meals.
6	**Project Name**	MLK Rec Center Stage Renovation
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	COM Parks & Recreation Equipment/Facilities Improv
	Needs Addressed	Expand & Improve Public Facilities
	Funding	CDBG: $50,000.00
	Description	Community Center Facilities upgrade and repairs
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	100 individuals frequent the center on a daily basis. Low-moderate income people will benefit by better access from the ADA and cosmetic improvement to the center
	Location Description	Activities will occur in low-moderate income communities.
	Planned Activities	Restoration and repairs of stage for ADA compliance.
7	**Project Name**	Park Amenities & Solar Lighting
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	COM Parks & Recreation Equipment/Facilities Improv
	Needs Addressed	Expand & Improve Public Facilities
	Funding	CDBG: $80,000.00
	Description	Replace family activities equipment and other park equipment at Dunagan Park.
	Target Date	9/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	1800 low-moderate income people will benefit from new Bar-B-Que and lighting at the parks
	Location Description	The parks are located in low-moderate income neighborhoods.
	Planned Activities	Replace picnic area, play area and lighting of walking area.
8	**Project Name**	Sparks Park Restroom Replacement
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	COM Parks & Recreation Equipment/Facilities Improv
	Needs Addressed	Expand & Improve Public Facilities
	Funding	CDBG: $275,000.00
	Description	Replace old restroom that is not up to date and compliant with ADA.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1800 Low-moderate income people and families will enjoy and participate outdoors activities.
	Location Description	The park is in Low-moderate income census tracts
	Planned Activities	Replace restroom
9	**Project Name**	Langtry Village Disabled Housing Updates
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Facilities
	Needs Addressed	Affordable Rental Housing for Seniors
	Funding	CDBG: $54,668.00
	Description	Replacement of housing equipment Refrigerator, Stoves, Water-heaters
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Disabled low-income people in supportive housing.
	Location Description	located in low income census tracts.
	Planned Activities	
10	**Project Name**	Village Square HVAC Replacement

	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Facilities
	Needs Addressed	Affordable Rental Housing Multi Family
	Funding	CDBG: $50,002.00
	Description	Replace old HVAC systems
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	57 affordable housing units for low-moderate income families
	Location Description	located in low-moderate income neighborhood and census tract.
	Planned Activities	Replace HVAC units for residents.
11	**Project Name**	S Benton St Sidewalks & Utility Improvements
	Target Area	Greenwood Addition
	Goals Supported	COM Engineering Infrastructure Improvements
	Needs Addressed	Expand & Improve Public Infrastructure
	Funding	CDBG: $196,000.00
	Description	Build sidewalks and improve infrastructure on 300-800 block S. Benton Ave
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	65 housing units in low-moderate income neighborhood will have sidewalks and ADA ramps.
	Location Description	Located in low-moderate income neighborhood.
	Planned Activities	Construction of sidewalks.
12	**Project Name**	First-Time Homebuyer Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	COM Community Development Housing Programs
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: $100,000.00
	Description	Direct financial down payment and closing cost assistance to First-time homeowners.
	Target Date	9/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	10 families will benefit from assistance.
	Location Description	Activities will take place in low-moderate income neighborhoods and census tracts.
	Planned Activities	Direct financial down payment and closing cost assistance to First-time homeowners.
13	**Project Name**	Minor Home Repair Program
	Target Area	
	Goals Supported	COM Community Development Housing Programs
	Needs Addressed	Homeowner Home Improvements
	Funding	CDBG: $75,000.00
	Description	Replacement of water-lines, sewer-lines, and water-heaters in owner-occupied housing low-moderate income neighborhoods and census tracts
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	17 homes will be assisted with minor repairs.
	Location Description	Activities will occur in low-moderate income neighborhoods and census tracts.
	Planned Activities	Replacement of water-lines, sewer-lines, and water-heaters in owner-occupied housing low-moderate income neighborhoods and census tracts
14	**Project Name**	Share A Meal (Meal on Wheels) Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Essential Senior Services
	Needs Addressed	Senior Public Services
	Funding	CDBG: $40,000.00
	Description	Senior Life Midland will provide weekend meals to homebound people.
	Target Date	9/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	750 Homebound seniors will receive weekend meals to assure proper health.
	Location Description	Distribution of meals will be to persons in low-moderate income census tracts or are a low-moderate income household.
	Planned Activities	Home delivery of weekend meals.
15	**Project Name**	Share A Meal (Meal on Wheels) Facilities Improvements
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Facilities
	Needs Addressed	Expand & Improve Public Facilities
	Funding	CDBG: $20,000.00
	Description	Increase and expand food storage (cold storage n dry storage area) for the program operations.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	The activities will ensure the long term operation of the program without disruption as well as capacity expansion.
	Location Description	3301 Sinclair Ave, Midland, TX 79707
	Planned Activities	purchase new storage building for dry goods storage and purchase additional cold storage unit for food.
16	**Project Name**	Midland Salvation Army Services for Homeless
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Homeless & Homeless Prevention Services
	Needs Addressed	Homeless Services
	Funding	CDBG: $33,000.00
	Description	Direct nutritional support of the homeless shelter meals and kitchen staff salaries.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Homeless shelter overnight stays for 120 per day families and individuals.
	Location Description	600 E. Wall street Midland Texas 79701

	Planned Activities	Homeless shelter provides 2 meals per day for any person in need and the registered families in short term stay housing.
17	**Project Name**	Midland Salvation Army Facilities Improvements
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	Public Facilities
	Needs Addressed	Homeless Services
	Funding	CDBG: $30,000.00
	Description	Install lockers and personal storage space for residents.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	120 individuals will have additional space for personal items.
	Location Description	600 E. Wall Street Midland Texas 79701
	Planned Activities	New lockers and storage space for residents.
18	**Project Name**	City of Midland Dilapidated Structure Demolition Program
	Target Area	Low and Moderate Income Census Tracts
	Goals Supported	COM Code Enforcement and Compliance
	Needs Addressed	Demolition of Substandard Buildings
	Funding	CDBG: $50,000.00
	Description	Remove dilapidated structures from low-moderate income neighborhoods to prevent slum and blight.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Demo 10 dilapidated structure form low-moderate income census tracts.
	Location Description	Low-moderate income census tracts in CDBG target areas.
	Planned Activities	Demolition and dumping of dilapidated housing.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG target area funding will be used primarily in city council districts 2-4 which has the greatest percentage of low-moderate income families.

Geographic Distribution

Target Area	Percentage of Funds
WASHINGTON PARK/2005 TARGET AREA	10
Low and Moderate Income Census Tracts	75
Greenwood Addition	
Southern Addition	15

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Concentrating resources in specific geographies is necessary to adequately address the scale of needs and achieve short and long-term improvements to identified substandard conditions such as deteriorated housing and infrastructure, access to lead-based paint free housing, reconstruction, and overall revitalization. The city elects to focus activity in the areas of high concentration of poverty, unemployment and basic needs. As well as areas where other city funds and private investments are anticipated as a basis for allocating investments geographically with the jurisdiction. The result of geographical allocation of HUD funding is an effective use of the funds to elevate and create more opportunities for areas where the needs are the greatest.

Discussion

The City's rationale for its geographic distribution of CDBG funds is based on compliance with the CDBG Primary Objective - the development of viable urban communities, by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. Generally, CDBG supported public services are available on a citywide basis to income eligible households or persons. However, public capital improvements and other development projects are specifically directed at sites within low- and moderate-income neighborhoods.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City's CDBG program for 2025-2026 will result in affordable housing through its homebuyer assistance program and affordable housing repair programs (AHRP). At this time, it is not known if additional units will be supported by the AHRP or funds will be needed to continue the AHRP location selected for the 2025-2026 CDBG program year.

One Year Goals for the Number of Households to be Supported	
Homeless	130
Non-Homeless	22
Special-Needs	0
Total	152

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	20
Acquisition of Existing Units	5
Total	30

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The only public housing project in Midland is for the elderly and is in good condition but was built in 1976.

Actions planned during the next year to address the needs to public housing

The City will remain receptive to assisting the PHAs, upon request, on their "resident initiative" activity and will continue to provide information on homeownership opportunities to households assisted by the PHAs. The CD Office provides its housing brochure to the PHAs for distribution at its offices, and the PHAs reciprocate.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The CDBG office meet on a monthly basis to encourage participation in homeownership and self-sufficiency education.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City does not receive specific funds to carryout homeless programs. Therefore, the City relies on other organizations to pursue funds to serve homeless needs. For the 2025/2026 program, the City does not anticipate using CDBG funds that will directly support programs that serve the homeless. Being an active partner in the Midland Homeless Coalition, and the Midland Affordable Housing Alliance, the city aims to work toward addressing gaps within the Midland continuum of care for the homeless and eliminating chronic homelessness. Collaborations with the United Way and local foundations are vital in efforts to ensure current funding levels are sustained and that federal/state funding opportunities are not missed to apply for shelter and transitional housing needs. The United Way of Midland has collaborated with Family Promise of Midland to achieve – six transitional housing units to date

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Midland does not receive an ESG allocation.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City shall continue to participate in the Midland Homeless Coalition and support individual efforts of agencies comprising the Coalition

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 City shall continue to participate in the Midland Homeless Coalition and support individual efforts of agencies comprising the Coalition.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: 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); or, receiving

assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CDBG office work with other nonprofit organizations to assist and seek alternative funds to help end homelessness.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Public policies are meant to address the overall needs of citizens in the City. Yet, there are times where they may have a negative effect on certain aspects of the community, specifically affordable housing and residential investment. Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice. The city updated the previous 2020 assessment in 2025 update has found:

• A limited supply of affordable housing and extensive cost burden, especially for extremely low- and very low- income renters, causing those renters to face significant affordability "gaps"; and
• Fair housing education is lacking and impede, and these elements must be better understood by community residents and property owners.

The city plans corresponding actions designed to strengthen the supply of affordable housing and narrow the affordability "gaps." Elements of those actions appear within this Consolidated Plan and beyond. Additionally, the City anticipates a review of public policies that may impede the development of affordable housing and to improve the understanding of their consequences.

Actions it planned 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

The City shall continue to be receptive to cases supporting the objective. Often, favorable outcomes can be achieved when re-zoning cases, mobile home occupancy permit and sidewalk waivers are considered. The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as platting and surveying aspects can also be considered for non-profit developers. The City uses its Street Fund that is generated from each building permit for street improvements primarily within the city's low-income areas. The City shall strive to use City resources for street improvements, primarily in Midland's south and east sides. Continuation of CDBG funding for the housing improvement program contributes toward this objective. These actions also have the effect of fostering and maintaining affordable housing

Discussion:

It is also hoped that actions implementing recommendations in a new Analysis of Impediments to Fair Housing Choice in Midland will also help reduce barriers to affordable housing in Midland

AP-85 Other Actions – 91.220(k)

Introduction:

The following actions will be pursued by the City towards meeting Consolidated Plan regulations on other actions.

Actions planned to address obstacles to meeting underserved needs

The CDBG housing assistance and elderly programs specifically target underserved populations. The targeting techniques include providing higher levels of assistance for lower income applicants and limiting assistance to low-income areas. The City shall encourage and assist, as appropriate, other private and/or public entities see funds for programs designed for the underserved.

Actions planned to foster and maintain affordable housing

The City shall continue to be receptive to cases supporting the objective. Often, favorable outcomes can be achieved when re-zoning cases, mobile home occupancy permit and sidewalk waivers are considered. The City shall also strive to reduce or waive certain development and building fees for affordable housing projects and use local funds to pay for public improvements and the disposal of site clearance debris on affordable housing sites. Services such as platting and surveying aspects can also be considered for non-profit developers. The City uses its Street Fund that is generated from each building permit for street improvements primarily within the city's low-income areas. Continuation of CDBG funding for the housing programs contribute toward this objective. These actions also have the effect of fostering and maintaining affordable housing.

Actions planned to reduce lead-based paint hazards

The city will implement its CDBG-aided activities consistent with the lead-based paint hazard reduction objective. Specifically, prospective households shall be made aware of the potential hazard and appropriate evaluation and reduction steps will be pursued in rehabilitation programs. Referrals to services for testing of children by local health and child welfare agencies will be made as needed. Information for providers and contractors will be passed-through. The City of Midland ensures that inspections for lead-based paint (LBP) hazards will occur, as required, for all funded housing activities. Proper notifications will be provided regarding lead-based paint hazards. All housing units constructed prior to 1978 will be tested for LBP by a certified LBP inspector or Risk Assessor. If LBP is detected, all covered renovations will follow HUDs Lead Safe Housing Rules and be performed by certified firms using certified renovators and other trained workers.

Actions planned to reduce the number of poverty-level families

The city will continue its overall anti-poverty strategy that revolves around economic development –

using the economic development sales tax to create jobs for Midland. Unfortunately, the current oil price slump has resulted in uncertainty for continued economy growth. Other aspects of the local strategy are to continue to direct assistance programs towards the neediest households, employment-training programs and the hiring of low-income individuals on federally supported contracts. Small businesses that hire low-income persons typically are vendors in housing assistance programs. Adherence to HUD's Section 3 requirements is another way to help eliminate poverty. CDBG supported public services also aid participating clients to benefit economical, even if the dollar amount is nominal to many.

Actions planned to develop institutional structure

Major changes to the institutional structure described in the Consolidated Plan are not anticipated in the coming year. The city will continue to support activity by the various providers and encourage them to seek other funding sources to enhance the service delivery system in Midland. City staff and/or elected officials will continue to be involved in housing and homeless concerns that seek to improve service delivery. For example, the city will continue to participate in the Midland Affordable Housing Alliance and the Midland Homeless Coalition among others. The city will provide necessary CDBG related training to its sub recipients.

Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to cooperate with private housing providers and social service agencies, including participation in MAHA and the Homeless Coalition. The long-standing, good working relationship with both PHAs will be continued. The city will continue to accommodate the PHAs in their planning requirements.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	50,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**50,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HEARST | COMMUNITY MEDIA GROUP

Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date:	12/24/2025
P.O. Number:	
Description:	CDBG Action Plan Amendment Notice
Campaign Id:	11090315
Sales Rep:	kevin.scannell@hearstnp.com

Bill To

CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Advertiser

CITY OF MIDLAND COMMUNITY DEVELOPMENT
ISAAC GARNETT
PO BOX 1152
MIDLAND, TX 79702
Tel: 432 685-7408
Account Id: 21001546

Additional Details

Order Contact Name:	Isaac Garnett
Comments:	

Cost Summary

Gross Amount:	$ 389.18
Agency Commission:	$ 0.00
Net Amount:	$ 389.18
Sales Tax:	$ 0.00
Order Total:	**$ 389.18**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card

No Pre-Payments on this order

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	12/27/2025	1/3/2026		
Midland Reporter-Telegram	Section Placeholder Any Legals	12/27/2025	12/27/2025		3x48.706

COPY OF ADVERTISEMENT

Content shown below may not be actual size and is scaled for proofing.

NOTICE

City of Midland First Year Action Plan Amendment for 2025/2026 Community Development and Housing Funds

The City of Midland will hold a public hearing to the CDBG first year action plan. The CDBG Division has prepared an amendment to the 2025/2026 (October 1, 2025, to September 30, 2026) Action Plan to the Consolidated Plan. The Action Plan establishes Midland's single year strategy for investment of its U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) resources and other service needs linked to activities directed at community development, housing, and homeless service needs. The Action Plan amendment may be examined on the City of Midland Website (www.midlandtexas.gov): Community Development web page. Viewing of the document may also be accessed at the following locations:

Midland County Centennial Library
2503 W. Loop 250 N

Midland County Public Library
301 W. Missouri

SE Community Center
1803 E. Indiana

Martin Luther King Jr. Community Center
2300 Butternut Lane

Casa de Amigos of Midland
1101 Garden Ln.

The primary funding source is the City's 2025/2026 CDBG entitlement allocation, and program income totaling $1,223,186.

CDBG Fund Programs:

The CDBG Action Plan Amendment provides information on the locations of the proposed activities. The agency responsible for development of the Plan is the Community Development Division of the City's Development Services Department.

Please direct any **written comments** (igarnett@midlandtexas.gov) or to the City's Community Development Division, PO Box 1152, Midland, Texas, 79702, by **January 12, 2026**. The Midland City Council will consider approval of the plan during the regular Council meeting on January 13, 2026.

For more information, call the CDBG Office at 685-7408 or 685-7472.

CLASSIFIED Marketplace

Merchandise | Real Estate | Auto | Auctions | Business Opportunities

TO ADVERTISE:
Call (432) 687-8815 or
Email mrtclassifieds@mrt.com

Autos & More
Vehicles | Boats | Motorcycles | RVs | Misc.

Trucks, SUVs & Vans

Make	Model Details
DODGE	2021 RAM 2500 CLASSIC WARLOCK QUAD CAB 4WD W/6'4 BOX. GASOLINE, ASKING PRICE: $71,200.00 For more information 432-682-2379

Auctions
Auction Calendar | Estate | Farm Equipment | Livestock | Other

Other Auctions

Type	Details
OTHER	OIL & GAS MINERAL AUCTION- 1/15th @ 2 PM (Online Only): Alfalfa, Woods, & Garfield Co., OK | Producing & Nonproducing Minerals | INVESTMENT OPPORTUNITY | WigginsAuctioneers.com | 580.233.3066

LEGAL NOTICES mrtlegals@hearstnp.com 432-687-8888

Legals/Public Notices | Legals/Public Notices | Legals/Public Notices

SOLICITATION TO BID FOR FINE ARTS FACILITIES EXPANSION SUL ROSS STATE UNIVERSITY ALPINE, TEXAS

Construction Bid Package

General Contractor: Benchmark Houston Builders, L.P.
Phone Number: (713) 501-2500
Email address: srsubbid@benchmarkhouston.com

Project: Fine Arts Facilities Expansion Sul Ross State University Alpine, Texas

Project # 758-26-07521

Project Location: 101 E Sul Ross Ave. Alpine, TX 79830

For project information, virtual bid conference link, and to request participation in this bidding process, please send an email to srsubbid@benchmarkhouston.com. Please make sure to include your company name, company contact, phone number, and email address.

All proposals are due on or before 01/05/2026 12:00 PM (CST)

At Your Service

TO ADVERTISE: (432) 682-6222
You can advertise your business for as little as $47 monthly

Services

Bill's Fireplace Center
Since 1977
Specializing in leaks around fireplace flashing
Crown (top of fireplace)
All types of masonry repairs
Better Business Bureau
All work guaranteed
BBB
432-682-5157 • 432-631-2905

Other

For all your concrete needs, driveways, sidewalks, new slabs house or garage additions.
Call Danny @ 432-894-0702

Other

CMHMCS, LLC
Expert Handyman Services:
General Repairs & Maintenance
Comprehensive Construction:
Remodeling, Roofing, Custom Builds & Additions
Fabrication & Welding: Custom & Structural
You can call or text Chris Morgan @
432-349-2709

SPRINKLER & DRIP SYSTEM REPAIR
Small Trees & Lawn Service.
We're Small But BIG
On Service 432-553-5915

Other

Ellis & Sons Plumbing & Air Conditioning Sales & Service.
Service all brands. 683-2679.
TACL30035487

Firewood By 2 Fireman
Oak, Pinon & Mesquite
Full, ½ & ¼ Cords | Also Firewood Racks
Call 432-209-1131 Or 432-557-2897

Let Classifieds Work For You!
Call 432-687-8815

LEGAL NOTICES email mrtlegals@hearstnp.com or call 432-687-8888

Legals/Public Notices | Legals/Public Notices | Legals/Public Notices

CV00339

Notice by Publication

STATE OF TEXAS

TO: "All Unknown Claimant(s) or owner(s) of 4702 Camarchie Drive, Midland, Midland County, Texas"

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after publication, a default judgment may be taken against you. The First Amended Petition of Randy Roberts, Plaintiff, was filed in the Court of Midland County, Texas, on November 7, 2025, styled "Randy Roberts v. Gun Remmer or RE: 4702 Camarchie Drive, Midland, Midland County, Texas". You are hereby given notice of said proceedings and the relief requested. The land at issue is described as:

Lot 12, Block 9, Cass Lomo Addition to the City of Midland, Midland County, Texas.

Plaintiff claims title to said land and seeks title by adverse possession and limitations and request costs, and attorney's fees against any contesting parties. Those disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

Issued and given under my hand and seal of the Court at Midland, Texas, on the 20th day of OCTOBER, 2025.

ALEX ARCHULETA, Clerk of the District Court of Midland County, Texas

By: /s/ Brenda Arnold, Deputy

NOTICE OF APPLICATION FOR EXCEPTION TO SWR 36/37 SURFACE COMMINGLING PERMIT

Notice is hereby given that Diamondback E&P LLC (RRC P-5 #211052) has filed with the Texas Railroad Commission the following P-17 Application for the Exception to SWR 36 and/or 37 to surface commingle production from oil and gas leases HEIDELBERG 30-31 S LM (OP 9086211, HEIDELBERG 30-31 A 194 (OP 9086931, HEIDELBERG 30-31 S 194 (OP 9086932, HEIDELBERG 30-31 S 1969 (OP 9086933, HEIDELBERG 30-31 S 1LM (OP 9086934, HEIDELBERG 30-31 A 1969 (OP 9086935, HEIDELBERG 30-31 A LM (OP 9086936, HEIDELBERG 30-31 E 194 (OP 9086937, HEIDELBERG 30-31 E 1969 (OP 9086938, HEIDELBERG 30-31 E LM (OP 9086939, HEIDELBERG 30-31 A 2LS (OP 9086940, HEIDELBERG 30-31 S 2LS (OP 9086941, HEIDELBERG 30-31 E 2LS (OP 9086942, HEIDELBERG 30-31 A 4LM (OP 9086943, HEIDELBERG 30-31 S 4LM (OP 9086944, HEIDELBERG 30-31 E 4LM (OP 9086945, HEIDELBERG 30-31 A 4LS (OP 9086946, HEIDELBERG 30-31 S 4LS (OP 9086947, HEIDELBERG 30-31 E 4LS (OP 9086948, HEIDELBERG 30-31 A 4WB (OP 9086949, HEIDELBERG 30-31 S 4WB (OP 9086950, HEIDELBERG 30-31 E 4WB (OP 9086951, HEIDELBERG 30-31 A 6LS (OP 9086952, HEIDELBERG 30-31 S 6LS (OP 9086953, HEIDELBERG 30-31 E 6LS (OP 9086954, HEIDELBERG 30-31 A 6WB (OP 9086955, HEIDELBERG 30-31 S 6WB (OP 9086956, HEIDELBERG 30-31 E 6WB (OP 9086957, HEIDELBERG 30-31 A 8LS (OP 9086958, HEIDELBERG 30-31 S 8LS (OP 9086959, HEIDELBERG 30-31 E 8LS (OP 9086960, HEIDELBERG 30-31 A 8WB (OP 9086961, HEIDELBERG 30-31 S 8WB (OP 9086962, HEIDELBERG 30-31 E 8WB (OP 9086963, HEIDELBERG 30-31 A 10LS (OP 9086964, HEIDELBERG 30-31 S 10LS (OP 9086965, HEIDELBERG 30-31 E 10LS (OP 9086966, HEIDELBERG 30-31 A 10WB (OP 9086967, HEIDELBERG 30-31 S 10WB (OP 9086968, HEIDELBERG 30-31 E 10WB (OP 9086969, HEIDELBERG 30-31 A 12LS (OP 9086970, HEIDELBERG 30-31 S 12LS (OP 9086971, HEIDELBERG 30-31 E 12LS (OP 9086972, HEIDELBERG 30-31 A 12WB (OP 9086973, HEIDELBERG 30-31 S 12WB (OP 9086974, HEIDELBERG 30-31 E 12WB (OP 9086975, HEIDELBERG 30-31 A 14LS (OP 9086976, HEIDELBERG 30-31 S 14LS (OP 9086977, HEIDELBERG 30-31 E 14LS (OP 9086978, HEIDELBERG 30-31 A 14WB (OP 9086979, HEIDELBERG 30-31 S 14WB (OP 9086980, HEIDELBERG 30-31 E 14WB (OP 9086981, HEIDELBERG 30-31 A 16LS (OP 9086982, HEIDELBERG 30-31 S 16LS (OP 9086983, HEIDELBERG 30-31 E 16LS (OP 9086984, HEIDELBERG 30-31 A 16WB (OP 9086985, HEIDELBERG 30-31 S 16WB (OP 9086986, HEIDELBERG 30-31 E 16WB (OP 9086987, HEIDELBERG 30-31 A 18LS (OP 9086988, HEIDELBERG 30-31 S 18LS (OP 9086989, HEIDELBERG 30-31 E 18LS (OP 9086990, HEIDELBERG 30-31 A 18WB (OP 9086991, HEIDELBERG 30-31 S 18WB (OP 9086992, HEIDELBERG 30-31 E 18WB (OP 9086993, HEIDELBERG 30-31 A 20LS (OP 9086994, HEIDELBERG 30-31 S 20LS (OP 9086995, HEIDELBERG 30-31 E 20LS (OP 9086996, HEIDELBERG 30-31 A 20WB (OP 9086997, HEIDELBERG 30-31 S 20WB (OP 9086998, HEIDELBERG 30-31 E 20WB (OP 9086999, HEIDELBERG 30-31 A 24LS (OP 9087000, HEIDELBERG 30-31 S 24LS (OP 9087001, HEIDELBERG 30-31 E 24LS (OP 9087002, HEIDELBERG 30-31 A 24WB (OP 9087003, HEIDELBERG 30-31 S 24WB (OP 9087004, HEIDELBERG 30-31 E 24WB (OP 9087005, HEIDELBERG 30-31 A 28LS (OP 9087006, HEIDELBERG 30-31 S 28LS (OP 9087007, HEIDELBERG 30-31 E 28LS (OP 9087008, HEIDELBERG 30-31 A 28WB (OP 9087009, HEIDELBERG 30-31 S 28WB (OP 9087010, HEIDELBERG 30-31 E 28WB (OP 9087011, HEIDELBERG 30-31 A 32LS (OP 9087012, HEIDELBERG 30-31 S 32LS (OP 9087013, HEIDELBERG 30-31 E 32LS (OP 9087014, HEIDELBERG 30-31 A 32WB (OP 9087015, HEIDELBERG 30-31 S 32WB (OP 9087016, HEIDELBERG 30-31 E 32WB (OP 9087017, HEIDELBERG 30-31 A 36LS (OP 9087018, HEIDELBERG 30-31 S 36LS (OP 9087019, HEIDELBERG 30-31 E 36LS (OP 9087020, HEIDELBERG 30-31 A 36WB (OP 9087021, HEIDELBERG 30-31 S 36WB (OP 9087022, HEIDELBERG 30-31 E 36WB (OP 9087023, HEIDELBERG 30-31 A 40LS (OP 9087024, HEIDELBERG 30-31 S 40LS (OP 9087025, HEIDELBERG 30-31 E 40LS (OP 9087026, HEIDELBERG 30-31 A 40WB (OP 9087027, HEIDELBERG 30-31 S 40WB (OP 9087028, HEIDELBERG 30-31 E 40WB (OP 9087029, HEIDELBERG 30-31 A 44LS (OP 9087030, HEIDELBERG 30-31 S 44LS (OP 9087031, HEIDELBERG 30-31 E 44LS (OP 9087032, HEIDELBERG 30-31 A 44WB (OP 9087033, HEIDELBERG 30-31 S 44WB (OP 9087034, HEIDELBERG 30-31 E 44WB (OP 9087035, HEIDELBERG 30-31 A 48LS (OP 9087036, HEIDELBERG 30-31 S 48LS (OP 9087037, HEIDELBERG 30-31 E 48LS (OP 9087038, HEIDELBERG 30-31 A 48WB (OP 9087039, HEIDELBERG 30-31 S 48WB (OP 9087040, HEIDELBERG 30-31 E 48WB (OP 9087041, HEIDELBERG 30-31 A 52LS (OP 9087042, HEIDELBERG 30-31 S 52LS (OP 9087043, HEIDELBERG 30-31 E 52LS (OP 9087044, HEIDELBERG 30-31 A 52WB (OP 9087045, HEIDELBERG 30-31 S 52WB (OP 9087046, HEIDELBERG 30-31 E 52WB (OP 9087047, HEIDELBERG 30-31 A 56LS (OP 9087048, HEIDELBERG 30-31 S 56LS (OP 9087049, HEIDELBERG 30-31 E 56LS (OP 9087050, HEIDELBERG 30-31 A 56WB (OP 9087051, HEIDELBERG 30-31 S 56WB (OP 9087052, HEIDELBERG 30-31 E 56WB (OP 9087053, HEIDELBERG 30-31 A 60LS (OP 9087054, HEIDELBERG 30-31 S 60LS (OP 9087055, HEIDELBERG 30-31 E 60LS (OP 9087056, HEIDELBERG 30-31 A 60WB (OP 9087057, HEIDELBERG 30-31 S 60WB (OP 9087058, HEIDELBERG 30-31 E 60WB (OP 9087059, HEIDELBERG 30-31 A 64LS (OP 9087060, HEIDELBERG 30-31 S 64LS (OP 9087061, HEIDELBERG 30-31 E 64LS (OP 9087062, HEIDELBERG 30-31 A 64WB (OP 9087063, HEIDELBERG 30-31 S 64WB (OP 9087064, HEIDELBERG 30-31 E 64WB (OP 9087065, HEIDELBERG 30-31 A 68LS (OP 9087066, HEIDELBERG 30-31 S 68LS (OP 9087067, HEIDELBERG 30-31 E 68LS (OP 9087068, HEIDELBERG 30-31 A 68WB (OP 9087069, HEIDELBERG 30-31 S 68WB (OP 9087070, HEIDELBERG 30-31 E 68WB (OP 9087071, HEIDELBERG 30-31 A 72LS (OP 9087072, HEIDELBERG 30-31 S 72LS (OP 9087073, HEIDELBERG 30-31 E 72LS (OP 9087074, HEIDELBERG 30-31 A 72WB (OP 9087075, HEIDELBERG 30-31 S 72WB (OP 9087076, HEIDELBERG 30-31 E 72WB (OP 9087077, HEIDELBERG 30-31 A 76LS (OP 9087078, HEIDELBERG 30-31 S 76LS (OP 9087079, HEIDELBERG 30-31 E 76LS (OP 9087080, HEIDELBERG 30-31 A 76WB (OP 9087081, HEIDELBERG 30-31 S 76WB (OP 9087082, HEIDELBERG 30-31 E 76WB (OP 9087083, HEIDELBERG 30-31 A 80LS (OP 9087084, HEIDELBERG 30-31 S 80LS (OP 9087085, HEIDELBERG 30-31 E 80LS (OP 9087086, HEIDELBERG 30-31 A 80WB (OP 9087087, HEIDELBERG 30-31 S 80WB (OP 9087088, HEIDELBERG 30-31 E 80WB (OP 9087089, HEIDELBERG 30-31 A 84LS (OP 9087090, HEIDELBERG 30-31 S 84LS (OP 9087091, HEIDELBERG 30-31 E 84LS (OP 9087092, HEIDELBERG 30-31 A 84WB (OP 9087093, HEIDELBERG 30-31 S 84WB (OP 9087094, HEIDELBERG 30-31 E 84WB (OP 9087095, HEIDELBERG 30-31 A 88LS (OP 9087096, HEIDELBERG 30-31 S 88LS (OP 9087097, HEIDELBERG 30-31 E 88LS (OP 9087098, HEIDELBERG 30-31 A 88WB (OP 9087099, HEIDELBERG 30-31 S 88WB (OP 9087100, HEIDELBERG 30-31 E 88WB (OP 9087101, HEIDELBERG 30-31 A 92LS (OP 9087102, HEIDELBERG 30-31 S 92LS (OP 9087103, HEIDELBERG 30-31 E 92LS (OP 9087104, HEIDELBERG 30-31 A 92WB (OP 9087105, HEIDELBERG 30-31 S 92WB (OP 9087106, HEIDELBERG 30-31 E 92WB (OP 9087107, HEIDELBERG 30-31 A 96LS (OP 9087108, HEIDELBERG 30-31 S 96LS (OP 9087109, HEIDELBERG 30-31 E 96LS (OP 9087110, HEIDELBERG 30-31 A 96WB (OP 9087111, HEIDELBERG 30-31 S 96WB (OP 9087112, HEIDELBERG 30-31 E 96WB (OP 9087113, HEIDELBERG 30-31 A 100LS (OP 9087114, HEIDELBERG 30-31 S 100LS (OP 9087115, HEIDELBERG 30-31 E 100LS (OP 9087116, HEIDELBERG 30-31 A 100WB (OP 9087117, HEIDELBERG 30-31 S 100WB (OP 9087118, HEIDELBERG 30-31 E 100WB (OP 9087119, HEIDELBERG 30-31 A 104LS (OP 9087120, HEIDELBERG 30-31 S 104LS (OP 9087121, HEIDELBERG 30-31 E 104LS (OP 9087122, HEIDELBERG 30-31 A 104WB (OP 9087123, HEIDELBERG 30-31 S 104WB (OP 9087124, HEIDELBERG 30-31 E 104WB (OP 9087125, HEIDELBERG 30-31 A 108LS (OP 9087126, HEIDELBERG 30-31 S 108LS (OP 9087127, HEIDELBERG 30-31 E 108LS (OP 9087128, HEIDELBERG 30-31 A 108WB (OP 9087129, HEIDELBERG 30-31 S 108WB (OP 9087130, HEIDELBERG 30-31 E 108WB (OP 9087131, HEIDELBERG 30-31 A 112LS (OP 9087132, HEIDELBERG 30-31 S 112LS (OP 9087133, HEIDELBERG 30-31 E 112LS (OP 9087134, HEIDELBERG 30-31 A 112WB (OP 9087135, HEIDELBERG 30-31 S 112WB (OP 9087136, HEIDELBERG 30-31 E 112WB (OP 9087137, HEIDELBERG 30-31 A 116LS (OP 9087138, HEIDELBERG 30-31 S 116LS (OP 9087139, HEIDELBERG 30-31 E 116LS (OP 9087140, HEIDELBERG 30-31 A 116WB (OP 9087141, HEIDELBERG 30-31 S 116WB (OP 9087142, HEIDELBERG 30-31 E 116WB (OP 9087143, HEIDELBERG 30-31 A 120LS (OP 9087144, HEIDELBERG 30-31 S 120LS (OP 9087145, HEIDELBERG 30-31 E 120LS (OP 9087146, HEIDELBERG 30-31 A 120WB (OP 9087147, HEIDELBERG 30-31 S 120WB (OP 9087148, HEIDELBERG 30-31 E 120WB (OP 9087149, HEIDELBERG 30-31 A 124LS (OP 9087150, HEIDELBERG 30-31 S 124LS (OP 9087151, HEIDELBERG 30-31 E 124LS (OP 9087152, HEIDELBERG 30-31 A 124WB (OP 9087153, HEIDELBERG 30-31 S 124WB (OP 9087154, HEIDELBERG 30-31 E 124WB (OP 9087155, HEIDELBERG 30-31 A 128LS (OP 9087156, HEIDELBERG 30-31 S 128LS (OP 9087157, HEIDELBERG 30-31 E 128LS (OP 9087158, HEIDELBERG 30-31 A 128WB (OP 9087159, HEIDELBERG 30-31 S 128WB (OP 9087160, HEIDELBERG 30-31 E 128WB (OP 9087161, HEIDELBERG 30-31 A 132LS (OP 9087162, HEIDELBERG 30-31 S 132LS (OP 9087163, HEIDELBERG 30-31 E 132LS (OP 9087164, HEIDELBERG 30-31 A 132WB (OP 9087165, HEIDELBERG 30-31 S 132WB (OP 9087166, HEIDELBERG 30-31 E 132WB (OP 9087167, HEIDELBERG 30-31 A 136LS (OP 9087168, HEIDELBERG 30-31 S 136LS (OP 9087169, HEIDELBERG 30-31 E 136LS (OP 9087170, HEIDELBERG 30-31 A 136WB (OP 9087171, HEIDELBERG 30-31 S 136WB (OP 9087172, HEIDELBERG 30-31 E 136WB (OP 9087173, HEIDELBERG 30-31 A 140LS (OP 9087174, HEIDELBERG 30-31 S 140LS (OP 9087175, HEIDELBERG 30-31 E 140LS (OP 9087176, HEIDELBERG 30-31 A 140WB (OP 9087177, HEIDELBERG 30-31 S 140WB (OP 9087178, HEIDELBERG 30-31 E 140WB (OP 9087179, HEIDELBERG 30-31 A 144LS (OP 9087180, HEIDELBERG 30-31 S 144LS (OP 9087181, HEIDELBERG 30-31 E 144LS (OP 9087182, HEIDELBERG 30-31 A 144WB (OP 9087183, HEIDELBERG 30-31 S 144WB (OP 9087184, HEIDELBERG 30-31 E 144WB (OP 9087185, HEIDELBERG 30-31 A 148LS (OP 9087186, HEIDELBERG 30-31 S 148LS (OP 9087187, HEIDELBERG 30-31 E 148LS (OP 9087188, HEIDELBERG 30-31 A 148WB (OP 9087189, HEIDELBERG 30-31 S 148WB (OP 9087190, HEIDELBERG 30-31 E 148WB (OP 9087191, HEIDELBERG 30-31 A 152LS (OP 9087192, HEIDELBERG 30-31 S 152LS (OP 9087193, HEIDELBERG 30-31 E 152LS (OP 9087194, HEIDELBERG 30-31 A 152WB (OP 9087195, HEIDELBERG 30-31 S 152WB (OP 9087196, HEIDELBERG 30-31 E 152WB (OP 9087197, HEIDELBERG 30-31 A 156LS (OP 9087198, HEIDELBERG 30-31 S 156LS (OP 9087199, HEIDELBERG 30-31 E 156LS (OP 9087200, HEIDELBERG 30-31 A 156WB (OP 9087201, HEIDELBERG 30-31 S 156WB (OP 9087202, HEIDELBERG 30-31 E 156WB (OP 9087203, HEIDELBERG 30-31 A 160LS (OP 9087204, HEIDELBERG 30-31 S 160LS (OP 9087205, HEIDELBERG 30-31 E 160LS (OP 9087206, HEIDELBERG 30-31 A 160WB (OP 9087207, HEIDELBERG 30-31 S 160WB (OP 9087208, HEIDELBERG 30-31 E 160WB (OP 9087209, HEIDELBERG 30-31 A 164LS (OP 9087210, HEIDELBERG 30-31 S 164LS (OP 9087211, HEIDELBERG 30-31 E 164LS (OP 9087212, HEIDELBERG 30-31 A 164WB (OP 9087213, HEIDELBERG 30-31 S 164WB (OP 9087214, HEIDELBERG 30-31 E 164WB (OP 9087215, HEIDELBERG 30-31 A 168LS (OP 9087216, HEIDELBERG 30-31 S 168LS (OP 9087217, HEIDELBERG 30-31 E 168LS (OP 9087218, HEIDELBERG 30-31 A 168WB (OP 9087219, HEIDELBERG 30-31 S 168WB (OP 9087220, HEIDELBERG 30-31 E 168WB (OP 9087221, HEIDELBERG 30-31 A 172LS (OP 9087222, HEIDELBERG 30-31 S 172LS (OP 9087223, HEIDELBERG 30-31 E 172LS (OP 9087224, HEIDELBERG 30-31 A 172WB (OP 9087225, HEIDELBERG 30-31 S 172WB (OP 9087226, HEIDELBERG 30-31 E 172WB (OP 9087227, HEIDELBERG 30-31 A 176LS (OP 9087228, HEIDELBERG 30-31 S 176LS (OP 9087229, HEIDELBERG 30-31 E 176LS (OP 9087230, HEIDELBERG 30-31 A 176WB (OP 9087231, HEIDELBERG 30-31 S 176WB (OP 9087232, HEIDELBERG 30-31 E 176WB (OP 9087233, HEIDELBERG 30-31 A 180LS (OP 9087234, HEIDELBERG 30-31 S 180LS (OP 9087235, HEIDELBERG 30-31 E 180LS (OP 9087236, HEIDELBERG 30-31 A 180WB (OP 9087237, HEIDELBERG 30-31 S 180WB (OP 9087238, HEIDELBERG 30-31 E 180WB (OP 9087239, HEIDELBERG 30-31 A 184LS (OP 9087240, HEIDELBERG 30-31 S 184LS (OP 9087241, HEIDELBERG 30-31 E 184LS (OP 9087242, HEIDELBERG 30-31 A 184WB (OP 9087243, HEIDELBERG 30-31 S 184WB (OP 9087244, HEIDELBERG 30-31 E 184WB (OP 9087245, HEIDELBERG 30-31 A 188LS (OP 9087246, HEIDELBERG 30-31 S 188LS (OP 9087247, HEIDELBERG 30-31 E 188LS (OP 9087248, HEIDELBERG 30-31 A 188WB (OP 9087249, HEIDELBERG 30-31 S 188WB (OP 9087250, HEIDELBERG 30-31 E 188WB (OP 9087251, HEIDELBERG 30-31 A 192LS (OP 9087252, HEIDELBERG 30-31 S 192LS (OP 9087253, HEIDELBERG 30-31 E 192LS (OP 9087254, HEIDELBERG 30-31 A 192WB (OP 9087255, HEIDELBERG 30-31 S 192WB (OP 9087256, HEIDELBERG 30-31 E 192WB (OP 9087257, HEIDELBERG 30-31 A 196LS (OP 9087258, HEIDELBERG 30-31 S 196LS (OP 9087259, HEIDELBERG 30-31 E 196LS (OP 9087260, HEIDELBERG 30-31 A 196WB (OP 9087261, HEIDELBERG 30-31 S 196WB (OP 9087262, HEIDELBERG 30-31 E 196WB (OP 9087263, HEIDELBERG 30-31 A 200LS (OP 9087264, HEIDELBERG 30-31 S 200LS (OP 9087265, HEIDELBERG 30-31 E 200LS (OP 9087266, HEIDELBERG 30-31 A 200WB (OP 9087267, HEIDELBERG 30-31 S 200WB (OP 9087268, HEIDELBERG 30-31 E 200WB (OP 9087269, HEIDELBERG 30-31 A 204LS (OP 9087270, HEIDELBERG 30-31 S 204LS (OP 9087271, HEIDELBERG 30-31 E 204LS (OP 9087272, HEIDELBERG 30-31 A 204WB (OP 9087273, HEIDELBERG 30-31 S 204WB (OP 9087274, HEIDELBERG 30-31 E 204WB (OP 9087275, HEIDELBERG 30-31 A 208LS (OP 9087276, HEIDELBERG 30-31 S 208LS (OP 9087277, HEIDELBERG 30-31 E 208LS (OP 9087278, HEIDELBERG 30-31 A 208WB (OP 9087279, HEIDELBERG 30-31 S 208WB (OP 9087280, HEIDELBERG 30-31 E 208WB (OP 9087281, HEIDELBERG 30-31 A 212LS (OP 9087282, HEIDELBERG 30-31 S 212LS (OP 9087283, HEIDELBERG 30-31 E 212LS (OP 9087284, HEIDELBERG 30-31 A 212WB (OP 9087285, HEIDELBERG 30-31 S 212WB (OP 9087286, HEIDELBERG 30-31 E 212WB (OP 9087287, HEIDELBERG 30-31 A 216LS (OP 9087288, HEIDELBERG 30-31 S 216LS (OP 9087289, HEIDELBERG 30-31 E 216LS (OP 9087290, HEIDELBERG 30-31 A 216WB (OP 9087291, HEIDELBERG 30-31 S 216WB (OP 9087292, HEIDELBERG 30-31 E 216WB (OP 9087293, HEIDELBERG 30-31 A 220LS (OP 9087294, HEIDELBERG 30-31 S 220LS (OP 9087295, HEIDELBERG 30-31 E 220LS (OP 9087296, HEIDELBERG 30-31 A 220WB (OP 9087297, HEIDELBERG 30-31 S 220WB (OP 9087298, HEIDELBERG 30-31 E 220WB (OP 9087299, HEIDELBERG 30-31 A 224LS (OP 9087300, HEIDELBERG 30-31 S 224LS (OP 9087301, HEIDELBERG 30-31 E 224LS (OP 9087302, HEIDELBERG 30-31 A 224WB (OP 9087303, HEIDELBERG 30-31 S 224WB (OP 9087304, HEIDELBERG 30-31 E 224WB (OP 9087305, HEIDELBERG 30-31 A 228LS (OP 9087306, HEIDELBERG 30-31 S 228LS (OP 9087307, HEIDELBERG 30-31 E 228LS (OP 9087308, HEIDELBERG 30-31 A 228WB (OP 9087309, HEIDELBERG 30-31 S 228WB (OP 9087310, HEIDELBERG 30-31 E 228WB (OP 9087311, HEIDELBERG 30-31 A 232LS (OP 9087312, HEIDELBERG 30-31 S 232LS (OP 9087313, HEIDELBERG 30-31 E 232LS (OP 9087314, HEIDELBERG 30-31 A 232WB (OP 9087315, HEIDELBERG 30-31 S 232WB (OP 9087316, HEIDELBERG 30-31 E 232WB (OP 9087317, HEIDELBERG 30-31 A 236LS (OP 9087318, HEIDELBERG 30-31 S 236LS (OP 9087319, HEIDELBERG 30-31 E 236LS (OP 9087320, HEIDELBERG 30-31 A 236WB (OP 9087321, HEIDELBERG 30-31 S 236WB (OP 9087322, HEIDELBERG 30-31 E 236WB (OP 9087323, HEIDELBERG 30-31 A 240LS (OP 9087324, HEIDELBERG 30-31 S 240LS (OP 9087325, HEIDELBERG 30-31 E 240LS (OP 9087326, HEIDELBERG 30-31 A 240WB (OP 9087327, HEIDELBERG 30-31 S 240WB (OP 9087328, HEIDELBERG 30-31 E 240WB (OP 9087329, HEIDELBERG 30-31 A 244LS (OP 9087330, HEIDELBERG 30-31 S 244LS (OP 9087331, HEIDELBERG 30-31 E 244LS (OP 9087332, HEIDELBERG 30-31 A 244WB (OP 9087333, HEIDELBERG 30-31 S 244WB (OP 9087334, HEIDELBERG 30-31 E 244WB (OP 9087335, HEIDELBERG 30-31 A 248LS (OP 9087336, HEIDELBERG 30-31 S 248LS (OP 9087337, HEIDELBERG 30-31 E 248LS (OP 9087338, HEIDELBERG 30-31 A 248WB (OP 9087339, HEIDELBERG 30-31 S 248WB (OP 9087340, HEIDELBERG 30-31 E 248WB (OP 9087341, HEIDELBERG 30-31 A 252LS (OP 9087342, HEIDELBERG 30-31 S 252LS (OP 9087343, HEIDELBERG 30-31 E 252LS (OP 9087344, HEIDELBERG 30-31 A 252WB (OP 9087345, HEIDELBERG 30-31 S 252WB (OP 9087346, HEIDELBERG 30-31 E 252WB (OP 9087347, HEIDELBERG 30-31 A 256LS (OP 9087348, HEIDELBERG 30-31 S 256LS (OP 9087349, HEIDELBERG 30-31 E 256LS (OP 9087350, HEIDELBERG 30-31 A 256WB (OP 9087351, HEIDELBERG 30-31 S 256WB (OP 9087352, HEIDELBERG 30-31 E 256WB (OP 9087353, HEIDELBERG 30-31 A 260LS (OP 9087354, HEIDELBERG 30-31 S 260LS (OP 9087355, HEIDELBERG 30-31 E 260LS (OP 9087356, HEIDELBERG 30-31 A 260WB (OP 9087357, HEIDELBERG 30-31 S 260WB (OP 9087358, HEIDELBERG 30-31 E 260WB (OP 9087359, HEIDELBERG 30-31 A 264LS (OP 9087360, HEIDELBERG 30-31 S 264LS (OP 9087361, HEIDELBERG 30-31 E 264LS (OP 9087362, HEIDELBERG 30-31 A 264WB (OP 9087363, HEIDELBERG 30-31 S 264WB (OP 9087364, HEIDELBERG 30-31 E 264WB (OP 9087365, HEIDELBERG 30-31 A 268LS (OP 9087366, HEIDELBERG 30-31 S 268LS (OP 9087367, HEIDELBERG 30-31 E 268LS (OP 9087368, HEIDELBERG 30-31 A 268WB (OP 9087369, HEIDELBERG 30-31 S 268WB (OP 9087370, HEIDELBERG 30-31 E 268WB (OP 9087371, HEIDELBERG 30-31 A 272LS (OP 9087372, HEIDELBERG 30-31 S 272LS (OP 9087373, HEIDELBERG 30-31 E 272LS (OP 9087374, HEIDELBERG 30-31 A 272WB (OP 9087375, HEIDELBERG 30-31 S 272WB (OP 9087376, HEIDELBERG 30-31 E 272WB (OP 9087377, HEIDELBERG 30-31 A 276LS (OP 9087378, HEIDELBERG 30-31 S 276LS (OP 9087379, HEIDELBERG 30-31 E 276LS (OP 9087380, HEIDELBERG 30-31 A 276WB (OP 9087381, HEIDELBERG 30-31 S 276WB (OP 9087382, HEIDELBERG 30-31 E 276WB (OP 9087383, HEIDELBERG 30-31 A 280LS (OP 9087384, HEIDELBERG 30-31 S 280LS (OP 9087385, HEIDELBERG 30-31 E 280LS (OP 9087386, HEIDELBERG 30-31 A 280WB (OP 9087387, HEIDELBERG 30-31 S 280WB (OP 9087388, HEIDELBERG 30-31 E 280WB (OP 9087389, HEIDELBERG 30-31 A 284LS (OP 9087390, HEIDELBERG 30-31 S 284LS (OP 9087391, HEIDELBERG 30-31 E 284LS (OP 9087392, HEIDELBERG 30-31 A 284WB (OP 9087393, HEIDELBERG 30-31 S 284WB (OP 9087394, HEIDELBERG 30-31 E 284WB (OP 9087395, HEIDELBERG 30-31 A 288LS (OP 9087396, HEIDELBERG 30-31 S 288LS (OP 9087397, HEIDELBERG 30-31 E 288LS (OP 9087398, HEIDELBERG 30-31 A 288WB (OP 9087399, HEIDELBERG 30-31 S 288WB (OP 9087400, HEIDELBERG 30-31 E 288WB (OP 9087401, HEIDELBERG 30-31 A 292LS (OP 9087402, HEIDELBERG 30-31 S 292LS (OP 9087403, HEIDELBERG 30-31 E 292LS (OP 9087404, HEIDELBERG 30-31 A 292WB (OP 9087405, HEIDELBERG 30-31 S 292WB (OP 9087406, HEIDELBERG 30-31 E 292WB (OP 9087407, HEIDELBERG 30-31 A 296LS (OP 9087408, HEIDELBERG 30-31 S 296LS (OP 9087409, HEIDELBERG 30-31 E 296LS (OP 9087410, HEIDELBERG 30-31 A 296WB (OP 9087411, HEIDELBERG 30-31 S 296WB (OP 9087412, HEIDELBERG 30-31 E 296WB (OP 9087413, HEIDELBERG 30-31 A 300LS (OP 9087414, HEIDELBERG 30-31 S 300LS (OP 9087415, HEIDELBERG 30-31 E 300LS (OP 9087416, HEIDELBERG 30-31 A 300WB (OP 9087417, HEIDELBERG 30-31 S 300WB (OP 9087418, HEIDELBERG 30-31 E 300WB (OP 9087419, HEIDELBERG 30-31 A 304LS (OP 9087420, HEIDELBERG 30-31 S 304LS (OP 9087421, HEIDELBERG 30-31 E 304LS (OP 9087422, HEIDELBERG 30-31 A 304WB (OP 9087423, HEIDELBERG 30-31 S 304WB (OP 9087424, HEIDELBERG 30-31 E 304WB (OP 9087425, HEIDELBERG 30-31 A 308LS (OP 9087426, HEIDELBERG 30-31 S 308LS (OP 9087427, HEIDELBERG 30-31 E 308LS (OP 9087428, HEIDELBERG 30-31 A 308WB (OP 9087429, HEIDELBERG 30-31 S 308WB (OP 9087430, HEIDELBERG 30-31 E 308WB (OP 9087431, HEIDELBERG 30-31 A 312LS (OP 9087432, HEIDELBERG 30-31 S 312LS (OP 9087433, HEIDELBERG 30-31 E 312LS (OP 9087434, HEIDELBERG 30-31 A 312WB (OP 9087435, HEIDELBERG 30-31 S 312WB (OP 9087436, HEIDELBERG 30-31 E 312WB (OP 9087437, HEIDELBERG 30-31 A 316LS (OP 9087438, HEIDELBERG 30-31 S 316LS (OP 9087439, HEIDELBERG 30-31 E 316LS (OP 9087440, HEIDELBERG 30-31 A 316WB (OP 9087441, HEIDELBERG 30-31 S 316WB (OP 9087442, HEIDELBERG 30-31 E 316WB (OP 9087443, HEIDELBERG 30-31 A 320LS (OP 9087444, HEIDELBERG 30-31 S 320LS (OP 9087445, HEIDELBERG 30-31 E 320LS (OP 9087446, HEIDELBERG 30-31 A 320WB (OP 9087447, HEIDELBERG 30-31 S 320WB (OP 9087448, HEIDELBERG 30-31 E 320WB (OP 9087449, HEIDELBERG 30-31 A 324LS (OP 9087450, HEIDELBERG 30-31 S 324LS (OP 9087451, HEIDELBERG 30-31 E 324LS (OP 9087452, HEIDELBERG 30-31 A 324WB (OP 9087453, HEIDELBERG 30-31 S 324WB (OP 9087454, HEIDELBERG 30-31 E 324WB (OP 9087455, HEIDELBERG 30-31 A 328LS (OP 9087456, HEIDELBERG 30-31 S 328LS (OP 9087457, HEIDELBERG 30-31 E 328LS (OP 9087458, HEIDELBERG 30-31 A 328WB

City Council Meeting

Item Number: 29.
Meeting Date: January 13, 2026
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO CONTINENTAL RESOURCES, INC. TO DRILL ONE OIL AND GAS WELL LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 1,786 FEET NORTH OF BRIARWOOD AVENUE AND 910 FEET WEST OF GOLDEN GATE DRIVE)

Purpose:
Resolution approving the issuance of an oil and gas well permit to Continental Resources, Inc., ("Operator") for the drilling of the following oil and gas well: MULDER 2335D UNIT 04H; said well being generally located 1,786 feet north of Briarwood Avenue and 910 feet west of Golden Gate Drive.

Recommended Action:
APPROVE

Fiscal Impact:
This Well provides one-time revenue to the City through a Permit Fee.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. Continental Resources, Inc., will be using a 24' tall temporary sound wall installed along all boundaries of the drill site that will remain standing throughout drilling and completion of the subject well. CLR will utilize a Quite Type Frac Fleet with additional sound control measures if needed. A simple reserve pit system will be used measuring 250' X 150'. Tank Battery will exist on the same pad as the well. CLR is proposing to place 2 compressors on location for gas lift until such a time it is deemed no longer practical. A compressor variance package has been submitted for approval and includes permanent sound mitigation measures. A Road Repair Agreement has been provided for this well. Continental Resources, Inc., is requesting the following variances:

1. To landscaping as the land is currently undeveloped without access to City Water

2. To allow for Twenty-Four Hour fracing operations

3. To allow compressors to be used for gas lift during the production phase.

Attachments:

A. RESOLUTION W EXH - Continental Resources - Briarwood Ave (Mulder 2335D Unit 04H) - Approve Permit Reso w Exh
B. Well Permit Mulder 2335D Unit 04H
C. Application - Mulder 2335D 04H (Updated)
D. Mulder 2335D Unit 04H Location Map
E. Mulder 2335D Unit 04H Drill Site
F. Mulder 2335D Unit 04H Overall Location Map

Liliana Morales, Development Services - Oil and Gas	Created/Initiated - 12/29/2025
Garrick Clayton, Development Services - Oil and Gas	Approved - 12/29/2025
Elizabeth Triggs, Development Services	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/5/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	New -

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO CONTINENTAL RESOURCES, INC. TO DRILL ONE OIL AND GAS WELL LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 1,786 FEET NORTH OF BRIARWOOD AVENUE AND 910 FEET WEST OF GOLDEN GATE DRIVE)

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, Continental Resources, Inc. ("Operator") has submitted an application to the City of Midland to drill an oil and gas well on the property described in Section Two hereof; 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 January 13, 2026; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny a permit to Operator to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of a permit to Operator to drill an oil and gas well 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.

SECTION TWO. That the Mayor is hereby authorized and directed to execute a permit, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas well:

MULDER 2335D UNIT 04H;

located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permit shall be in a form substantially similar to that attached hereto as Exhibit A and incorporated herein for all legal purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Garrick Clayton, Oil and Gas Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 13, 2026, considered the application of Continental Resources, Inc. ("Operator") dated November 3, 2025, 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 Mulder 2335D Unit 04H oil and gas well shall be 1,786 feet from the south line and 2,233 feet from the east line, Section 23, Block 40, 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 January 13, 2026 through January 13, 2027, 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. To landscaping as the land is currently undeveloped without access to City Water
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. To allow compressors to be used for gas lift during the production phase.

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 January 2026.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2026.

Continental Resources, Inc.

By: _____

Jarrett Morrison

Right-of-Way Specialist

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 13, 2026, considered the application of Continental Resources, Inc. ("Operator") dated November 3, 2025, 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 Mulder 2335D Unit 04H oil and gas well shall be 1,786 feet from the south line and 2,233 feet from the east line, Section 23, Block 40, 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 January 13, 2026 through January 13, 2027, 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. To landscaping as the land is currently undeveloped without access to City Water
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. To allow compressors to be used for gas lift during the production phase.

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 January 2026.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of January 2026.

Continental Resources, Inc.

By: _____

Jarrett Morrison

Right-of-Way Specialist

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
11/3/25	Continental Resources, Inc.	P.O. Box 268870 Oklahoma City, OK 73126

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. 405-388-0670
Derek James Contract Surface Landman	NA - no representative address within Midland City Limits available	Rep. Fax
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: Ethan Zoeller, Supervisor - Right of Way
24/7 Contacts: 405-234-9050 or 432-943-2187

Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):*

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Continental Emergency Response Team
1525 E Monahans Parkway
Monahans, TX 79756
432-943-2187

Other Permitted Wells in City *(ATTACH EXHIBIT B* [see § J(26)]). NA - First CLR well within Midland City Limits (See Exhibit "B")

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit "C"
2.
3.

ATTACHED AS EXHIBIT C is (a *Title Opinion by* ~~, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~ Kyle Jensen *, a Certified Petroleum Landman/*~~an opinion letter from , a licensed Texas Attorney)~~ indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface Use: Open Pasture
Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D is (~~a Title Opinion by , a licensed Texas Attorney/a Take-off from , a Certified Petroleum Landman/~~*Current Tax Roll from Midland Central Appraisal District),* which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

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: Mulder 2335D Unit 04H

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:

Surface Hole Location: 1,786' FSL & 2,233' FEL, Section 23, Block 40, T-1-S, T.&P. RR Co. Survey A-252 Midland County, TX

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor Electric & Public Roadways (W County Road 60)

Description of water source to be used during Drilling:

Water source will be from off-site water wells/pits or trucked in, if necessary

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit "N" & "O"

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

Continental Resources, Inc.

By Ethan Zoeller

Its Attorney-in-Fact

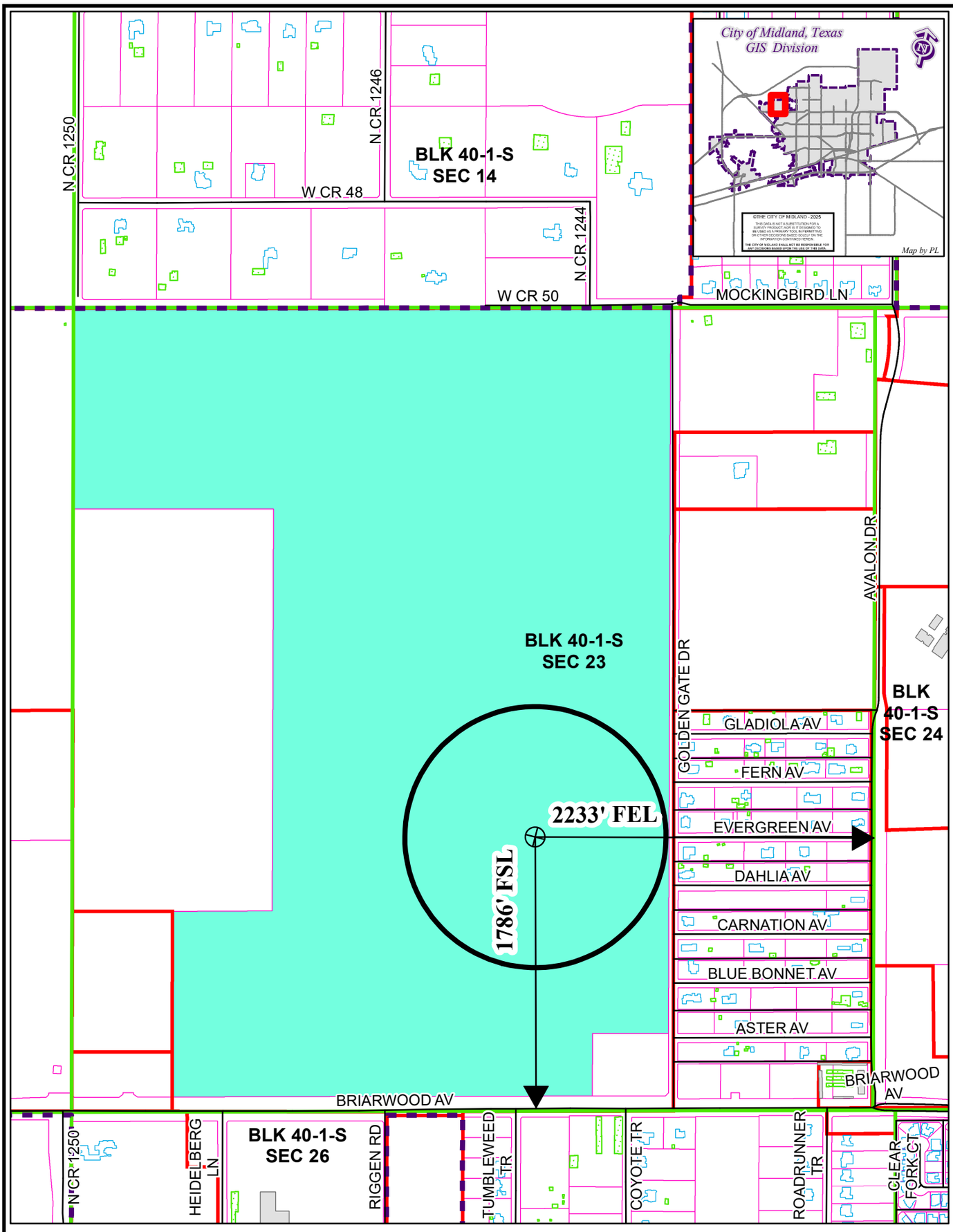
State of Oklahoma)

County of Oklahoma)

Ethan Zoeller , 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]

Notary Public, State of Oklahoma



LOCATION AND ZONING MAP

Oil - 070225 - 2025 **Scale: 1" = 800'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,786' FSL and 2,233' FEL, Section 23, Block 40, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located on 1,786 feet north of Briarwwod Avenue and 910 feet west of Golden Gate Drive.

Mulder 2335D Unit 04H

LEGEND

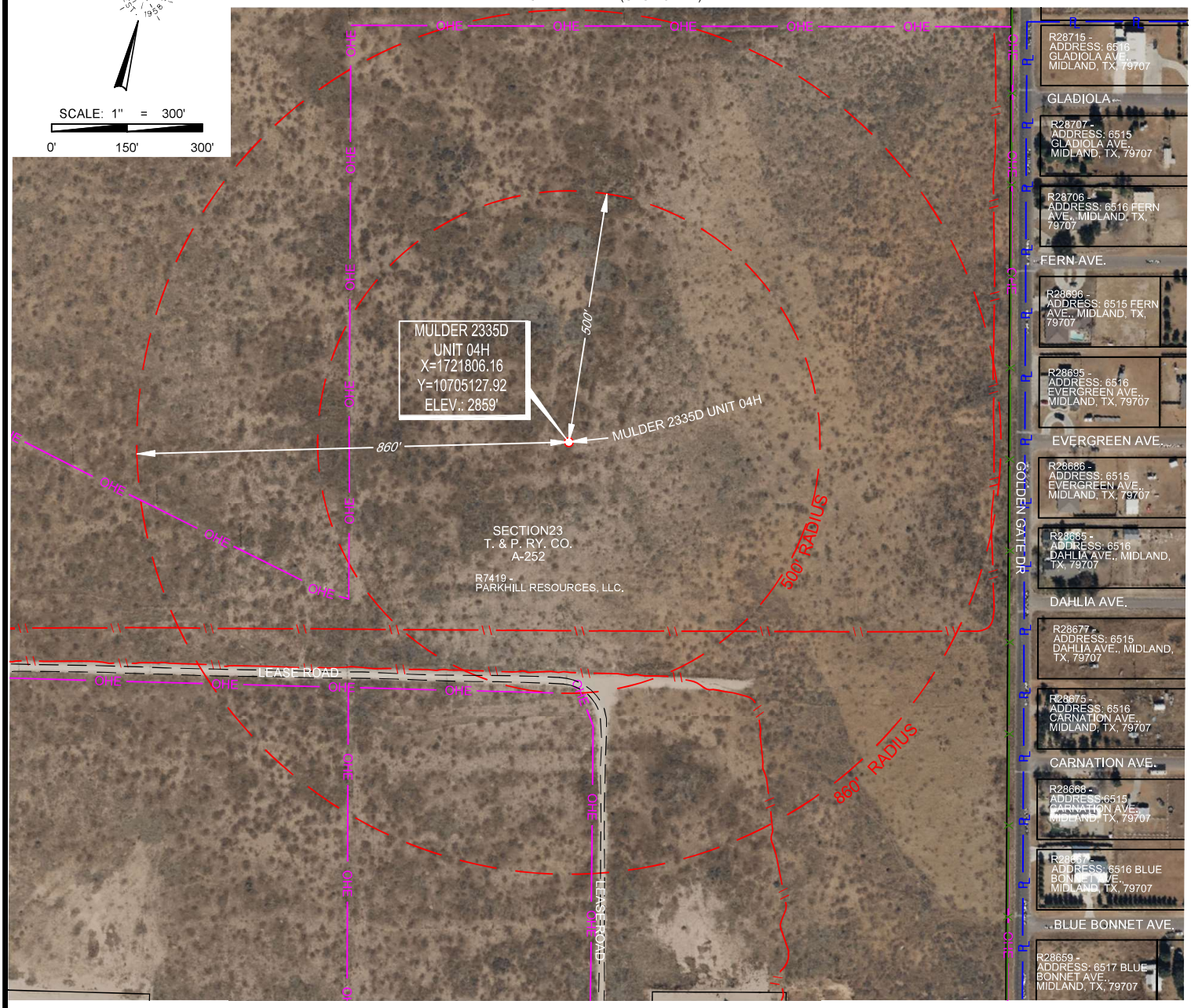
CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

EXHIBIT "E"

SECTION 23, BLOCK 40,
T. & P. R.Y. CO. SURVEY, A-252, T-1-S,
MIDLAND COUNTY, TEXAS
SHOWING STRUCTURES WITHIN 500' RADIUS
PROPERTY ID NUMBERS WITHIN 860' RADIUS
FOR PROPOSED MULDER 2335D 04H
1786' FSL & 2233' FEL (SECTION 23)



LEGEND

- TRACT BORDER
- TRACT ADJOINER
- RADIUS LINE
- ROAD WAY
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- EXISTING FENCE
- EXISTING SITE
- PROPOSED WELL

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
481 WINSCOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

MULDER 2335D UNIT 04H EXHIBIT "E"	REVISION:	
	INT	DATE
DATE: 08/19/2025		
FILE: SK_MULDER_2335D_UNIT_04_CITY_PERMIT_EXHIBIT_E_PROXIMITY_MAP		
DRAWN BY: MAL		
SHEET : 1 OF 2		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY CONTINENTAL RESOURCES, INC.. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.

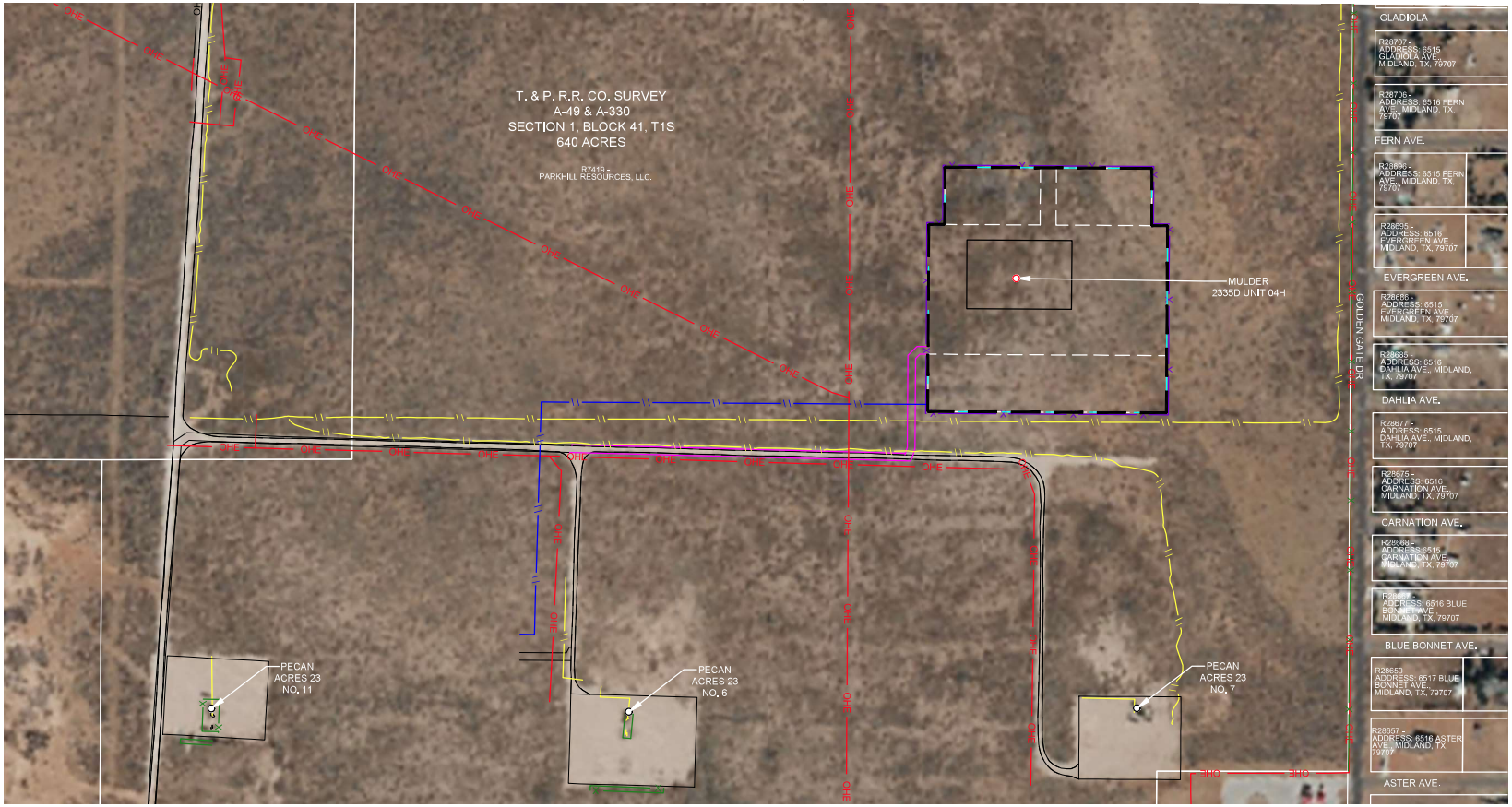
S:\SURVEY\CONTINENTAL_RESOURCES_INC\SCHARBAUER_LEASE\FINAL_PRODUCTS\SKETCH\SK_MULDER_2335D_UNIT_04_CITY_PERMIT_EXHIBIT_E_PROXIMITY_MAP.DWG 10/29/2025 6:06:30 PM matthew.louvier

EXHIBIT G

SECTION 23, BLOCK 40,
T. & P. R.Y. CO. SURVEY, A-252, T-1-S,
MIDLAND COUNTY, TEXAS

Continental RESOURCES

SCALE: 1" = 300'
0' 150' 300'



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
481 WINSCOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

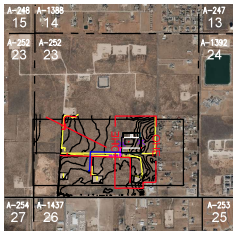
MULDER 2335D UNIT 04H EXHIBIT G	REVISION: INT	DATE
	ZJ	09/30/2025
	ZJ	10/09/2025
DATE: 09/05/2025	ZJ	10/16/2025
FILE: SK_MULDER_2335_EXHIBIT_G_L_N_O_REV6	ZJ	10/20/2025
DRAWN BY: WHH	ZJ	10/31/2025
SHEET : 1 OF 5		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 17" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE, U.S. SURVEY FEET.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY CONTINENTAL RESOURCES, INC. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
5. B.O.L./P.O.B. = BEGINNING OF LINE/POINT OF BEGINNING
6. E.O.L./P.O.E. = END OF LINE/POINT OF EXIT
7. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
8. O.R.M.C.T. = OFFICIAL RECORDS MIDLAND COUNTY, TEXAS

LEGEND

- PROPOSED SITE
- EXISTING SITE
- TRACT ADJOINER
- SOUND WALL
- EDGE OF ACCESS EASEMENT
- ROAD WAY
- PROPOSED FENCE
- FENCE
- PROPOSED PIPELINE
- EXISTING PIPELINE
- OHE — OVERHEAD ELECTRIC
- O — PROPOSED WELLHEAD

MULDER 2335D UNIT 04H
1786' FSL & 2233' FEL (SEC. 23)
100' FNLL & 2233' FELL
SHL GROUND ELEVATION: 2859'
X = 1721806 Y = 10705128
LAT.: N 32.0251774 LONG.: W 102.1878726
LAT.: N 32.0250568 LONG.: W 102.1874532



S:\SURVEY\CONTINENTAL_RESOURCES_INC\SCHARBAUER_LEASE\FINAL_PRODUCTS\SKETCH\SK_MULDER_2335_EXHIBIT_G_L_N_O_REV6.DWG 10/31/2025 1:27:32 PM zahra.jalilzadeh

City Council Meeting

Item Number: 30.
Meeting Date: January 13, 2026
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH CONTINENTAL RESOURCES, INC. REGARDING ITS APPLICATION TO DRILL AN OIL AND GAS WELL LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Purpose:
Resolution authorizing the execution of a road repair agreement with Continental Resources, Inc., regarding its application to drill oil and gas well: MULDER 2335D UNIT 04H; said well being generally located 1,786 feet north of Briarwood Avenue and 910 feet west of Golden Gate Drive.

Recommended Action:
Approve

Fiscal Impact:
There is no cost to the City to process this agreement.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
Continental Resources, Inc. ("Operator") intends to use portions of Briarwood Ave (aka W. County Road 60) to access its oil and gas lease. Operator has attached to this agreement a surety bond in the amount of $25,000.00.

Attachments: Road Repair Agreement, Travel Route, Surety Bond

Attachments:
A. RESOLUTION W EXH - Continental Resources - Briarwood Ave - Approve Road Repair Agreement Reso w Exh
B. EXH A - Road Repair Agreement
C. Transportation Route
D. CLR - Road Use Bond

Liliana Morales, Development Services - Oil and Gas Created/Initiated - 12/29/2025

Garrick Clayton, Development Services - Oil and Gas	Approved - 12/29/2025
Elizabeth Triggs, Development Services	Approved - 1/2/2026
Christy Weakland, Finance	Approved - 1/2/2026
Linda Ochoa, Legal	Approved - 1/5/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	New -

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH CONTINENTAL RESOURCES, INC. REGARDING ITS APPLICATION TO DRILL AN OIL AND GAS WELL LOCATED IN SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a road repair agreement with Continental Resources, Inc. ("Operator");

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

THAT the Mayor is hereby authorized and directed to execute, on behalf of the City of Midland, a road repair agreement with Operator. Said agreement shall be in a form substantially similar to that attached hereto as Exhibit A and incorporated herein for all legal purposes.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Garrick Clayton, Oil and Gas Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

Continental RESOURCES

ROAD REPAIR AGREEMENT

Continental Resources, Inc. ("Operator") intends to use portions of Briarwood Ave (aka W. County Road 60) to access its oil and gas lease. Operator agrees to pay actual road repair costs up to a maximum amount of Twenty-Five Thousand and No/Hundred Dollars ($25,000.00) per calendar year for damage done to Briarwood Ave (aka W. County Road 60) or the lease entrance gate to the extent that any such damage is verifiably attributable to traffic servicing Operator. Operator will not be obligated to pay for any damage to Briarwood Ave (aka W. County Road 60) attributable to other parties or for damage associated with normal wear and tear. Operator will not be required to pay road repair expenses in excess of $25,000.00 per calendar year per well it plans to operate within the city limits in Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Operator has attached to this agreement a letter of credit, certificate of deposit or surety bond in the amount of $25,000.00 which will serve to secure payment of any such road repair expenses for said well that Operator plans to drill within the city limits in Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. In the event such letter of credit, certificate of deposit or surety bond is not restored to $25,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the Oil and Gas Well Permits shall be suspended on such date and the Operator' s right to operate under the Oil and Gas Well Permits shall immediately cease until the Operator files the required letter of credit or certificate of deposit or surety bond.

Operator and the City of Midland agree that documentation of any road damage determined to be caused by Operator's use of Briarwood Ave (aka W. County Road 60) to access the well shall be presented to Operator. If the Operator does not agree, then Operator may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give Operator the opportunity to be heard and present facts that Operator deems relevant. The City reserves the right after giving ten (10) business days' written notice to the Operator regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond, as outlined in Subsection (K) of the General Conditions of all the Oil and Gas Well Permits, in order to remedy such situation under City of Midland Ordinance No. 8769, 6-1-23, "Oil & Gas Well Permits." The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described by this agreement.

AGREED TO AND ACCEPTED BY THE FOLLOWING PARTIES:

CONTINENTAL RESOURCES, INC.

By: _____

Name: Ethan Zoeller

Title: Attorney-In-Fact

Date: 10/28/2025

CITY OF MIDLAND

By: _____

Name: _____

Title: _____

Date: _____

Bond No. CMS0356047

ROAD USE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS:

THAT Continental Resources, Inc., of 20 N. Broadway, OKC, OK 73102, as Principal, and **RLI Insurance Company**, 9025 N. Lindbergh Drive, Peoria, Illinois 61615, as Surety, are held and firmly bound unto the *City of Midland*, a Municipal Corporation of the State of Texas, as Obligee, in the penal sum of *Twenty Five Thousand---and---No/100* Dollars *($25,000.00)*, lawful money of the United States of America, for the payment of which well and truly be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, personal representatives, successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the above bonded Principal has applied or about to enter into a Road Repair Agreement, hereinafter "Agreement", whereby the Obligee agrees to grant Principal access to use portions of Briarwood Ave. (aka W. County Road 60) to access its oil and gas lease as set forth in the Agreement.

NOW, THEREFORE, if the Principal will comply with and faithfully observe and obey all of the terms, conditions of the Agreement, then this obligation to be void; otherwise remain in full force and effect.

PROVIDED, HOWEVER, that this Bond may be continued from year to year by certificate issued by the Surety hereon.

IT IS FURTHER UNDERSTOOD AND AGREED that the Surety shall have the right to terminate its suretyship under this obligation by serving notice in writing of its election to do so upon the City of Midland, Texas, thirty (30) days prior to the date of such termination of such suretyship and thereafter the said Surety shall be discharged from any liability hereunder for any default of its Principal occurring after such termination of such liability.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this 27th_ day of August, 2025.

Continental Resources, Inc. 20 N. Broadway, Oklahoma City, OK 73102
Principal

By: _____
(Signature)
Robert C. Hagens
Sr. Vice President, Commercial Development
(Printed Name/Title)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615
Surety

By: _____
Roxanne L. Devereaux, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Tara Ramos, John E. Dillingham, Daniel Chad Dillingham, Debbie Cornelsen, Roxanne L. Devereaux, Amber Jarman, Megan Davis, Helen Kasper, Thomas Price Dillingham, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 5th day of February, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 5th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27th day of August, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

3523328020212

A0058D19

Continental RESOURCES

ROAD REPAIR AGREEMENT

Continental Resources, Inc. ("Operator") intends to use portions of Briarwood Ave (aka W. County Road 60) to access its oil and gas lease. Operator agrees to pay actual road repair costs up to a maximum amount of Twenty-Five Thousand and No/Hundred Dollars ($25,000.00) per calendar year for damage done to Briarwood Ave (aka W. County Road 60) or the lease entrance gate to the extent that any such damage is verifiably attributable to traffic servicing Operator. Operator will not be obligated to pay for any damage to Briarwood Ave (aka W. County Road 60) attributable to other parties or for damage associated with normal wear and tear. Operator will not be required to pay road repair expenses in excess of $25,000.00 per calendar year per well it plans to operate within the city limits in Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Operator has attached to this agreement a letter of credit, certificate of deposit or surety bond in the amount of $25,000.00 which will serve to secure payment of any such road repair expenses for said well that Operator plans to drill within the city limits in Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. In the event such letter of credit, certificate of deposit or surety bond is not restored to $25,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the Oil and Gas Well Permits shall be suspended on such date and the Operator' s right to operate under the Oil and Gas Well Permits shall immediately cease until the Operator files the required letter of credit or certificate of deposit or surety bond.

Operator and the City of Midland agree that documentation of any road damage determined to be caused by Operator's use of Briarwood Ave (aka W. County Road 60) to access the well shall be presented to Operator. If the Operator does not agree, then Operator may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give Operator the opportunity to be heard and present facts that Operator deems relevant. The City reserves the right after giving ten (10) business days' written notice to the Operator regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond, as outlined in Subsection (K) of the General Conditions of all the Oil and Gas Well Permits, in order to remedy such situation under City of Midland Ordinance No. 8769, 6-1-23, "Oil & Gas Well Permits." The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described by this agreement.

AGREED TO AND ACCEPTED BY THE FOLLOWING PARTIES:

CONTINENTAL RESOURCES, INC.

By: _____

Name: Ethan Zoeller

Title: Attorney-In-Fact

Date: 10/28/2025

CITY OF MIDLAND

By: _____

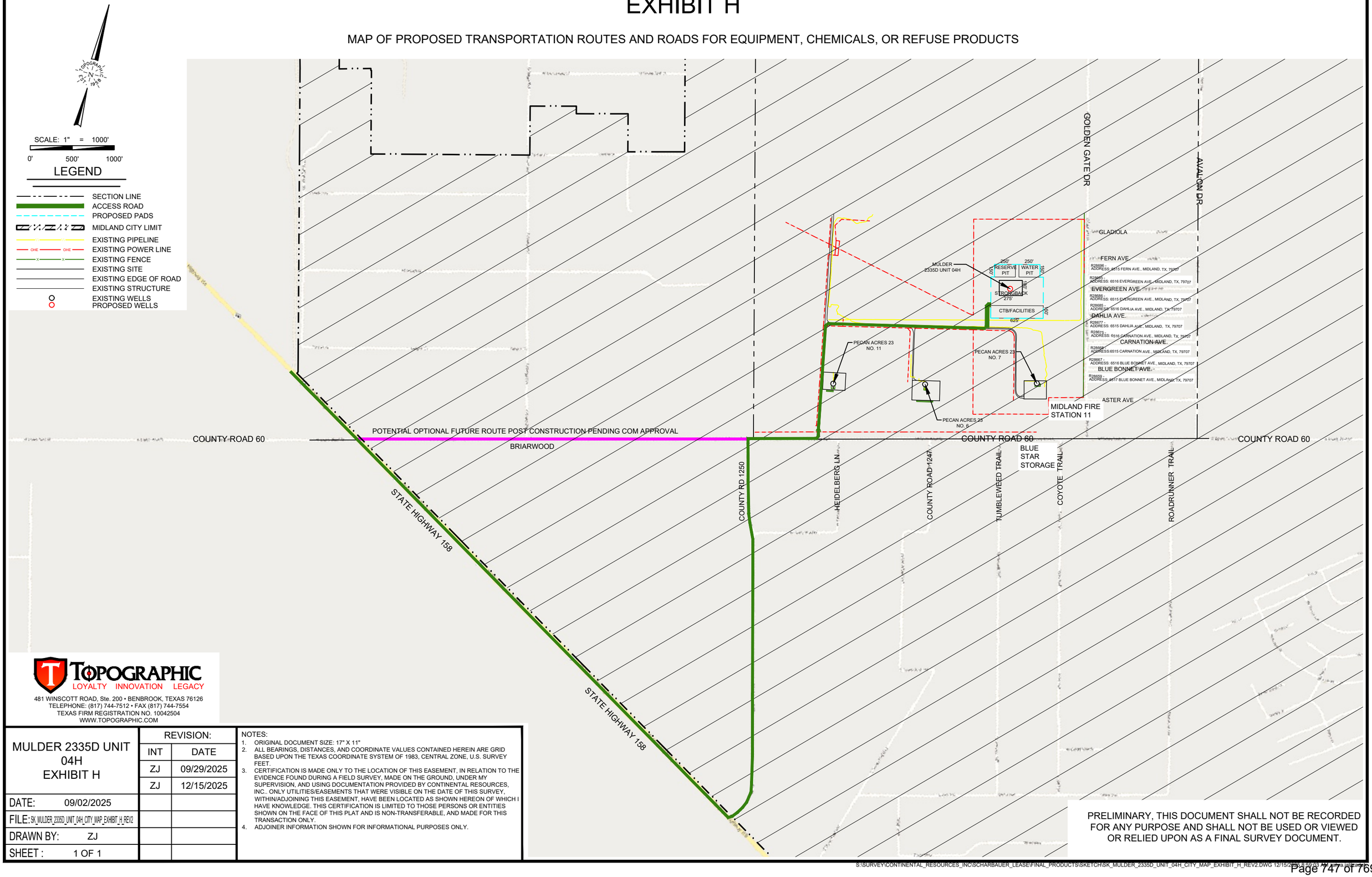
Name: _____

Title: _____

Date: _____

EXHIBIT H

MAP OF PROPOSED TRANSPORTATION ROUTES AND ROADS FOR EQUIPMENT, CHEMICALS, OR REFUSE PRODUCTS



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
481 WINSCOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

MULDER 2335D UNIT 04H EXHIBIT H	REVISION: INT	DATE
	ZJ	09/29/2025
	ZJ	12/15/2025
DATE: 09/02/2025		
FILE: SK_MULDER_2335D_UNIT_04H_CITY_MAP_EXHIBIT_H_REV2		
DRAWN BY: ZJ		
SHEET : 1 OF 1		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 17" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY CONTINENTAL RESOURCES, INC.. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.

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.

S:\SURVEY\CONTINENTAL_RESOURCES_INC\SCHARBAUER_LEASE\FINAL_PRODUCTS\SKETCH\SK_MULDER_2335D_UNIT_04H_CITY_MAP_EXHIBIT_H_REV2.DWG 12/15/2025 8:50:03 AM ZJ

Bond No. CMS0356047

ROAD USE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS:

THAT Continental Resources, Inc., of 20 N. Broadway, OKC, OK 73102, as Principal, and **RLI Insurance Company**, 9025 N. Lindbergh Drive, Peoria, Illinois 61615, as Surety, are held and firmly bound unto the *City of Midland*, a Municipal Corporation of the State of Texas, as Obligee, in the penal sum of *Twenty Five Thousand---and---No/100* Dollars *($25,000.00)*, lawful money of the United States of America, for the payment of which well and truly be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, personal representatives, successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the above bonded Principal has applied or about to enter into a Road Repair Agreement, hereinafter "Agreement", whereby the Obligee agrees to grant Principal access to use portions of Briarwood Ave. (aka W. County Road 60) to access its oil and gas lease as set forth in the Agreement.

NOW, THEREFORE, if the Principal will comply with and faithfully observe and obey all of the terms, conditions of the Agreement, then this obligation to be void; otherwise remain in full force and effect.

PROVIDED, HOWEVER, that this Bond may be continued from year to year by certificate issued by the Surety hereon.

IT IS FURTHER UNDERSTOOD AND AGREED that the Surety shall have the right to terminate its suretyship under this obligation by serving notice in writing of its election to do so upon the City of Midland, Texas, thirty (30) days prior to the date of such termination of such suretyship and thereafter the said Surety shall be discharged from any liability hereunder for any default of its Principal occurring after such termination of such liability.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this 27th_ day of August, 2025.

Continental Resources, Inc. 20 N. Broadway, Oklahoma City, OK 73102
Principal

By: _____
(Signature)
Robert C. Hagens
Sr. Vice President, Commercial Development
(Printed Name/Title)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615
Surety

By: _____
Roxanne L. Devereaux, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Tara Ramos, John E. Dillingham, Daniel Chad Dillingham, Debbie Cornelsen, Roxanne L. Devereaux, Amber Jarman, Megan Davis, Helen Kasper, Thomas Price Dillingham, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 5th day of February, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 5th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27th day of August, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

3523328020212

A0058D19

City Council Meeting

Item Number: 31.
Meeting Date: January 13, 2026
To: City Council
From: Gabriel McClelland, Engineering Services Director
Subject: AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 13, "MUNICIPAL DRAINAGE UTILITY" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS (1) TO REVISE THE EXEMPTIONS TO THE DRAINAGE CHARGE AND (2) TO REVISE THE DRAINAGE CHARGE; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

Purpose:

The purpose is to update the current Municipal Drainage Utility ordinance to revise and clarify the exemptions applied to the drainage charge and to revise the drainage charge to align with current operational and regulatory needs.

Recommended Action:
Staff recommends approval

Fiscal Impact:
Unknown

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
An update to the existing ordinance is necessary to revise the exemptions and update the drainage charge to ensure it accurately supports the City's current operational and maintenance needs.

Attachments:
A. ORDINANCE - 10708 - (MISC)

Rachel Guentensberger, City Secretary	Created/Initiated - 1/5/2026
Gabriel McClelland, City Secretary	Approved - 1/5/2026
Bobby Wojciechowski, City Secretary	Approved - 1/5/2026
Christy Weakland, Finance	Approved - 1/5/2026
Linda Ochoa, Legal	Approved - 1/5/2026
Jose Ortiz, City Manager	Approved - 1/7/2026
Morris Williams, City Manager	Approved - 1/7/2026
Rachel Guentensberger, City Secretary	New -

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT", CHAPTER 13, "MUNICIPAL DRAINAGE UTILITY" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS (1) TO REVISE THE EXEMPTIONS TO THE DRAINAGE CHARGE AND (2) TO REVISE THE DRAINAGE CHARGE; PROVIDING FOR CRIMINAL ENFORCEMENT AND A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS ($500.00); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF FEBRUARY 1, 2026; AND ORDERING PUBLICATION

WHEREAS, the City Council passed Ordinance No. 9752, adopting Chapter 552, Subchapter C, Local Government Code and declaring the drainage of the City of Midland to be a public utility; and

WHEREAS, the City Council passed Ordinance No. 9753, establishing rules related to the drainage utility system, including rules pertaining to use, operation and financing; and

WHEREAS, the substance of Ordinance Nos. 9752 and 9753 pertaining the creation of the drainage utility system and the administration of the drainage utility system, as subsequently amended, is codified in Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility" of the Midland City Code; and

WHEREAS, the City Council finds that Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility" of the Midland City Code, as amended by this ordinance:

(A) establishes a schedule of drainage charges against all real property in the service area subject to charges under Subchapter C;

(B) provides for drainage for all real property in the service area on payment of drainage charges, except real property exempted under Subchapter C; and

(C) provides for drainage service on nondiscriminatory, reasonable, and equitable terms; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will be best served by this ordinance; and

WHEREAS, the City Council finds that notices of the public hearing to consider this ordinance were given in accordance with all applicable laws, including publication in

a newspaper of general circulation in the City of Midland in accordance with Section 552.045 of the Texas Local Government Code; and

WHEREAS, the City Council finds that a public hearing to consider this ordinance was held during the regular meeting of the City Council at 10:00 a.m. on December 16, 2025, in the Council Chamber at City Hall, 300 North Loraine Street, Midland, Texas 79701;

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

SECTION ONE. That Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility", Section 2, "Establishment of Drainage Utility; Service Area; exemptions; dedication of assets", Subsection (C) of the Midland City Code shall be amended to read in its entirety as follows:

(C) Pursuant to Texas Local Government Code Sections 552.053 and 580.003, the following property and entities shall be exempt from the provisions of this Chapter:

(1) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;

(2) Property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the City for maintenance;

(3) A subdivided lot, until a structure has been built on the lot and a Certificate of Occupancy has been issued by the City;

(4) Property owned by a religious organization that is exempt from taxation pursuant to Texas Tax Code Section 11.20;

(5) A state agency; and

(6) A public or private institution of higher education.

SECTION TWO. That Title XI, "Planning and Development", Chapter 13, "Municipal Drainage Utility", Section 13, "Drainage Charge" of the Midland City Code shall be amended to read in its entirety as follows:

11-13-13. Drainage Charge.

(A) A Drainage Charge is hereby imposed upon each Benefitted Property within the Service Area, which shall be billed on a monthly basis for the duration of the Drainage Utility.

(B) For purposes of imposing the Drainage Charge, a Benefitted Property is classified as either a Residential Property or a Commercial Property.

(C) A Residential Property shall be assigned an ERU value for the purpose of establishing the monthly Drainage Charge as follows:

(1) A Tier 1 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, less than or equal to 1,399 square feet and is assigned a value of 0.60 ERU.

(2) A Tier 2 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, greater than 1,399 square feet and not greater than 2,424 square feet and is assigned a value of 1.00 ERU.

(3) A Tier 3 Residential Property has an Impervious Area, as represented by the area of the footprint of each building on the Residential Property, greater than 2,424 square feet and is assigned a value of 1.70 ERU.

(D) A Commercial Property shall be assigned an ERU value for the purpose of establishing the monthly Drainage Charge as follows:

(1) A Tier 1 Commercial Property has an Impervious Area less than or equal to 8,339 square feet and is assigned a value of 2.90 ERU.

(2) A Tier 2 Commercial Property has an Impervious Area greater than 8,339 square feet and not greater than 18,702 square feet and is assigned a value of 6.50 ERU.

(3) A Tier 3 Commercial Property has an Impervious Area greater than 18,702 square feet and not greater than 47,853 square feet and is assigned a value of 15.00 ERU.

(4) A Tier 4 Commercial Property has an Impervious Area greater than 47,853 square feet and not greater than 92,740 square feet and is assigned a value of 34.20 ERU.

(5) A Tier 5 Commercial Property has an Impervious Area greater than 92,740 square feet and not greater than 261,475 square feet and is assigned a value of 77.00 ERU.

(6) A Tier 6 Commercial Property has an Impervious Area greater than 261,475 square feet and is assigned a value of 110.00 ERU.

(E) A monthly billing rate of **$4.90** is hereby established.

(F) The monthly Drainage Charge for a Benefitted Property shall be calculated by multiplying the Benefitted Property's ERU value by the monthly billing rate.

(G) The Engineering Services Director shall be responsible for determining the Impervious Area of each Benefitted Property based on reliable data including, but not limited to, MCAD data, GIS Database data, aerial photography, information received by the City through the building permit process, or other reliable means for determining Impervious Area. The Engineering Services Director may request additional information from the property owner, tenant, manager or developer to make the determination. The Engineering Services

Director may revise the amount of a Drainage Charge based on a change to the Impervious Area.

(H) No Drainage Charge credit shall be given for the installation of drainage facilities required by the Municipal Code or state law.

SECTION THREE. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION SIX. This ordinance shall become effective on February 1, 2026.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading

on motion of Council member _____, seconded by Council member_____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Deputy City Manager

_____
Gabriel McClelland, Director of Engineering Services

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 32.
Meeting Date: January 13, 2026
To: City Council
From: Rachel Guentensberger, Assistant City Secretary
Subject: MOTION APPOINTING A MAYOR PRO TEMPORE

Purpose:

Recommended Action:

Fiscal Impact:

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

Attachments:
None

Rachel Guentensberger, City Secretary — Created/Initiated - 12/19/2025
Rachel Guentensberger, City Secretary — Final Approval - 12/19/2025

City Secretary's Office – Council Memorandum

November 18 , 2025

To: City Council Members

From: Rachel Guentensberger, Deputy City Secretary

Subject: Applications for various Boards, Commissions and Committees

Attached to this memorandum is updated information regarding the remaining Vacancies and reappointment for various Boards, Commission and Committees.

City Council Meeting

Item Number: 34.
Meeting Date: January 13, 2026
To: City Council
From: Kathy Rauda, Deputy City Secretary
Subject: CONSIDER ONE OR MORE MOTIONS MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Purpose:

Recommended Action:

Fiscal Impact:

Strategic Priority:
TRANSPARENT & CONSISTENT COMMUNICATION

Discussion:

Attachments:
A. UPDATED INFO cc - 12.05.25

Rachel Guentensberger, City Secretary Created/Initiated - 12/17/2025

AIRPORT PLANNING AND DEVELOPMENT BOARD - (Advisory)

Action needed by Council: (1) Vacancy appointment remaining

Name:	Replacing:	Vote:
	Frank Kisner	

Appointments made at 9/23/2025 Meeting
Tom Seguija *(replaced Justine Kuethe)* **JB / BS 6-0**
Matt Berkebile *(replaced Nick McClure)* **ASB / JB 6-0**
Brandon Patterson *(reappointed)* **JL /JN 6-0**
James Linderman *(reappointed)* **JL /JN 6-0**

List of Current Applicants:

Chris Nolan	Sammy Daulong
Christina Renteria	Stephanie Griffin
Hank Hudson	Steven Price
Christopher Butler	Jose Ortega (appointed to Hotel/Motel)
David Tryson	Barrett Bole
Deborah Julian	Lindsay Johnson
Holly Darby	Ty Parkison
Leo Guillen	Zhong Pan (Sean) (appointed to Parks)
Russell Johnson	Zachary Smith
	Matthew Wilson

Quick Overview of Board info:

Justine Ruff **(Staff Liaison)** Robin Poole **(Council Liaison) Ex-Officio members** are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation. **Eligibility Requirements**: Resident of Midland County

Term / Membership:	*10 Members, three-year terms - expiring 3-3-4*
Meetings:	*Meets 3rd Wednesday of each month at 2:00 p.m. (January, April, July & October @ 12:30 p.m.) in the Third Floor Media Room at Midland International Air & Space Port*
Board responsibilities:	*Advises City Council and Airport Director regarding the promotion and development of Midland Industrial Park, Midland International Air & Space Port and Midland Airpark.*

MIDLAND DEVELOPMENT CORPORATION - (Decision Making & Separate Legal Entity)

Action needed by Council:
(3) Vacancy appointments remaining and (1) appointment to unexpired term

Name:	Replacing:	Vote:
	J.Ross Lacy *(Appointment to unexpired term)*	
	P. Lourcey Sams	
	Zachary Deck	
	Jill Pennigton	

List of Current Applicants:

Rance Norton
Jose Ortega (appointed to Hotel/Motel Board)
Darpan Bhakta
Russell Johnson
Abraham Bejil
Luis Sanchez
Samuel Surtees
Victoria Santiago
Denzil West
Hayden Boldrick
Hilton Bloodworth
Armando Saenz
Sharmaine Zamora
Zachary T Smith
Heather Bredimus (reappointed to Hotel/Motel Board)
Chris Nolan
Scott Dufford
Brad Logan
James Griffis
John Travis Williams
Johnathan Conners
Justin Willmon
Sharmaine Zamora

Quick Overview of Board info:

Rachel Guentensberger (Staff Liaison) **Amy Stretcher-Burkes** (Council Liaison) **Lori Blong – Mayor** (Council Liaison) **Eligibility Requirement**s: No director or employee shall be related to a current City Council member.

Term / Membership:	*Seven (7) Members, three-year terms*
Meetings:	*Meets 1st Monday of the month at Midland Chamber of Commerce, 303 W. Wall St. STE. 200*
Board responsibilities:	*Administers funds, subject to City Council approval, to promote and develop new and expanded business enterprises.*

MIDLAND HOUSING AUTHORITY COMMISSION- (Separate Legal Entity)

Action needed by Council:
(1) Vacancy appointment remaining (must be a resident Board member) (2) Reappointments remaining

Name:	Replacing:	Vote:
	Resident Board Member Vacancy	
Neville Peyton (current member - seeking reappointment)	Reappointment	
Latoya Mayberry (current member - seeking reappointment)	Reappointment	
Michelle Evans (reappointed 9/23/25)	Reappointed 9/23/25	JL / JN 6-0

List of Current Applicants:	
Marie Ridenour (Resident board member)	Jonathan Conners
Jose Ortega (appointed to Hotel/Motel Board)	Gina Martin
Holley Hock Vang	

Quick Overview of Board info:

Isaac Garnett **(Staff Liaison)** Staff Contact: Teressa Thompson 432-682-0011 **Eligibility Requirements:** No member may be an officer or employee of the City of Midland.

Term / Membership:	*Five (5) Members, two-year terms; expiring 3-2*
Meetings:	*Meets 4th Monday of each month at 11:45 a.m. in the Conference Room, Midland Housing Authority*
Board responsibilities:	*Operates on behalf of local government to serve the housing authority needs of the community's low-income housing for the elderly and disabled.*

MIDLAND SPACEPORT DEVELOPMENT CORPORATION - (Decision-making)		
Action needed by Council: **(1) Vacancy appointment remaining**		
Name:	**Replacing:**	**Vote:**
	Frank Kisner - *City Appointee*	

List of Current Applicants:
Christopher Butler
Jose Ortega (appointed to Hotel/Motel Board)
Matt Berkebile
Jonathan Conners
Russell Johnson
Spencer Manning
Scott Ramsey
J Paul Moorhead

Quick Overview of Board info:	
Justine Ruff **(Staff Liaison)** Eligibility Requirements: **None**	
Term / Membership:	*Seven (7) members, 4 appointed by City of Midland & 3 by Midland County - two-year terms*
Meetings:	*Meets the second Thursday of the first month of each quarter in the City Hall basement Conference room, 300 N Loraine*
Board responsibilities:	*Supports the creation and development of spaceport projects in Midland, Texas, and for any lawful purpose permitted by Texas Nonprofit Corporation Law.*

OIL AND GAS ADVISORY COMMITTEE -

Action needed by Council:
(1) Vacancy appointment remaining (must be a Petroleum Engineer or Geologist)

Name:	Replacing:	Vote:
	Ross Klabon ***(Petroleum Engineer)***	

List of Current Applicants:
Abdul Kreem Al Obied (Petroleum Engineer) Victoria Santiago Zachary Smith Alka Kumar

Quick Overview of Board info:
Garrick Clayton **(Staff Liaison) Eligibility Requirements**: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

Term / Membership:	*Five (5) members - 3 petroleum engineers or geologists, 2 with property development or real estate experience - two-year terms*
Meetings:	*Meets every 2nd Wednesday of the month at 2:00 P.M, City Hall Council Chamber*
Board responsibilities:	*Assists the City of Midland Planning Division with the administrative review of Oil and Gas Well Permit applications for (1) technical compliance with the requirements of Sec. 6-1-23 of the City code regarding Oil and Gas Well Permits issued on or after January 1, 2010, and (2) administrative completeness. The Committee may also recommend a surface location*

PARKS AND RECREATION COMMISSION - (Advisory)

Action needed by Council:
(1) Appointment & (4) reappointments remaining

Name:	Replacing:	Vote:
Rachel Overman (current member - seeking reappointment)	**Reappointment**	
Sarah Judge (current member - seeking reappointment)	**Reappointment**	
Lynn Rogers (current member - seeking reappointment)	**Reappointment**	
Amber Voithorer (current member - seeking reappointment)	**Reappointment**	
	Appointment - replacing Marion Bryant (unexpired term)	
Zhong Pan (Sean) (reappointed 9/23/25)	***Replaced Dal Watson - Appointed 9/23/25***	**JN / JL 6-0**

List of Current Applicants:

Xavier Torres	Matthew Wilson
Jonathan Conners	Max Kilgore
Russell Johnson	Melissa Mosier
Stephanie Griffin	Myron McGee
Suellen King	Peggy Cox
Sharmaine Zamora	Samuel Gonzalez
Joy Paulson	

Quick Overview of Board info:

Laurie Williams **(Staff Liaison)** John Norman **(Council Liaison)** Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

Term / Membership:	*Nine (9) members - three-year terms*
Meetings:	*Meets six times per year typically on the third Tuesday of the month at 11:30 a.m. at the Martin Luther King, Jr. Community Center*
Board responsibilities:	*Advises the City Council and Community Services Department concerning all matters pertaining to public parks and recreation in the City.*

PLANNING AND ZONING COMMISSION - (Decision Making)

Action needed by Council:
(1) reappointment remaining

Name:	Replacing:	Vote:
Abraham Bejil* **(current member - seeking reappointment)**	**Reappointment**	

** Please note if Mr. Bejil is appointed to the MDC board, he will no longer be eligible for reappointment to P& Z board, and will need to be replaced.*

List of Current Applicants:	
Jonathan Conners	Zhong Pan (Sean) *(appointed to Parks Board)*
Russell Johnson	Zachary Smith
Stephanie Griffin	Aaron Scholl
Samuel Sutees	Stephen Williams
Lindsay Johnson	Tim Baum
Joy Paulson	Hilton Bloodworth
	BreAnna LaFoy

Quick Overview of Board info:

Landon Ochoa **(Staff Liaison) Eligibility Requirements:** Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

Term / Membership:	*Seven (7) members, two (2) alternates - three-year terms*
Meetings:	*Meets every first and third Monday of the month at 3:30 p.m. in the City Council Chamber, City Hall*
Board responsibilities:	*Considers issues regarding developments and improvements of property within the City limits and makes recommendations to the City Council.*

2025 Council Appointments - Boards, Commissions and Committees of the City of Midland

ZONING BOARD OF ADJUSTMENT & AIRPORT ZONING BOARD OF ADJUSTMENT- (Decision Making)		
Action needed by Council: **(2) Alternate Vacancies - (2) Reappointments**		
Name:	**Replacing:**	**Vote:**
Rachel Walker **(current member - seeking reappointment)**	**Reappointment**	
Elizabeth Moore **(current member - seeking reappointment)**	**Reappointment**	
	Alternate Vacancy Appointment	
	Alternate Vacancy Appointment	

List of Current Applicants:	
Jonathan Conners	Zachary Smith
Rachel Overman *(appointed to MOUTD Board)*	Melissa Mosier
Russell Johnson	Zhong Pan (Sean) (appointed to Parks Board)
Christina Renteria	BreAnna LaFoy

Quick Overview of Board info:

Jeff Pinkstaff **(Staff Liaison) Eligibility Requirements:** Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

Term / Membership:	*Five (5) members, four (4) alternate members - two-year terms*
Meetings:	*Meets as needed at a time and place to be determined*
Board responsibilities:	*Makes decisions on appeals from determinations made by the Building Official, regarding special exceptions and specific variances.*