

**CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
January 27, 2026 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall**



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

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

OPENING ITEMS

1. Invocation - Pastor Edward Mayberry, Community Worship Center
2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

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

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4.a SPECIAL SESSION OF JANUARY 12, 2026
 - 4.b REGULAR SESSION OF JANUARY 13, 2026.
5. 2026-009 - RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 930 WHEEL LOADER FROM WARREN POWER & MACHINERY INC. DBA WARREN CAT THROUGH SOURCEWELL FOR A TOTAL COST OF \$248,535.00 FOR THE GARAGE DIVISION; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
6. 2026-010 - RESOLUTION APPROVING THE PURCHASE OF THREE (3) TRACTOR TRUCKS, A 13-SPEED TRACTOR, A 4K GALLON WATER TANK TRUCK, AND A CEMENT MIXER TRUCK FROM BRUCKNER'S TRUCK SALES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF \$1,311,574.12; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
7. 2026-011 - RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM KIESLER POLICE SUPPLY, INC. AT A TOTAL COST OF \$228,763.00; AUTHORIZING PAYMENT; AND REJECTING ALL BIDS RECEIVED FOR THE PURCHASE OF 308 WINCHESTER 155 GRAIN ELD MATCH TAP PRECISION AMMUNITION **(DISTRICT: NONE) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
8. 2026-012 - RESOLUTION RATIFYING AND APPROVING EMERGENCY WATER MAIN REPAIR AND REPLACEMENT SERVICES BY BOLER EQUIPMENT SERVICE, INC. FOR A TOTAL COST OF \$458,813.00; APPROPRIATING AND

TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT FOR SAID REPAIRS
**(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR
INFRASTRUCTURE)**

9. 2026-013 - RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE, 24-MONTH SUBSCRIPTION CONTRACT WITH FLOCK GROUP, INC. FOR A LICENSE PLATE RECOGNITION CAMERA SYSTEM AND ASSOCIATED SOFTWARE AT AN ANNUAL COST OF \$225,500.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
10. 005-2026 - MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 14 TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL; SAID AMENDMENT PROVIDING THE FOLLOWING APPROPRIATIONS FROM THE AIRPORT OPERATING FUND UNAPPROPRIATED FUND BALANCE: (1) \$763,076.00 TO THE DESIGN PHASE OF THE REHABILITATE AIR CARRIER TAXIWAYS ASPHALT PAVEMENT PROJECT AT MIDLAND INTERNATIONAL AIR & SPACEPORT; (2) \$170,755.00 TO THE SPACEPORT BUSINESS PARK ENVIRONMENTAL PROJECT (900111); AND (3) \$100,000.00 TO THE MAF PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS AT MIDLAND INTERNATIONAL AIR & SPACEPORT **(DISTRICT: 4) (AIRPORTS) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
11. 2026-014 - RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO FIREBIRD ENERGY II, LLC TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,470 FEET AND 1,510 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
12. 006-2026 - MOTION AUTHORIZING THE EXECUTION OF A PARK AMENITY NAMING RIGHTS AGREEMENT WITH WARREN POWER & MACHINERY INC., SAID AGREEMENT PROVIDING FOR WARREN POWER & MACHINERY INC.'S FINANCIAL CONTRIBUTION TO THE BEAL PARK RENOVATION PROJECT AND RECEIPT OF NAMING RIGHTS TO CERTAIN IMPROVEMENTS TO BE CONSTRUCTED AT BEAL PARK; AND APPROPRIATING \$50,000.00 TO THE BEAL PARK RENOVATION PROJECT **(DISTRICT: 4) (PARKS & RECREATION) (QUALITY OF LIFE AND PLACE)**
13. 007-2026 - MOTION AUTHORIZING THE EXECUTION OF A RENTAL AGREEMENT WITH THE TALL CITY BLACK GOLD MINOR LEAGUE FOOTBALL CLUB FOR THE USE OF ASTOUND BROADBAND STADIUM AND THE AUXILIARY FIELDS AT THE SCHARBAUER SPORTS COMPLEX **(DISTRICT: 4) (PARKS & RECREATION) (QUALITY OF LIFE AND PLACE)**
14. 008-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-495-006) BETWEEN THE CITY OF MIDLAND AND ANDEAVOR LOGISTICS RIO PIPELINE LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 7,12,13,19,20, AND 27, BLOCK C-23, P.S.L. SURVEY, WINKLER COUNTY, TEXAS AND SECTION 5, BLOCK C-24, P.S.L. SURVEY, LOVING COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

15. 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 (FIRST READING HELD JANUARY 13, 2026) **(DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
16. 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 (FIRST READING HELD JANUARY 13, 2026) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
17. 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 (FIRST READING HELD JANUARY 13, 2026) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
18. 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 (FIRST READING HELD JANUARY 13, 2026) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

19. 009-2026 - REVIEW ORDINANCE NO. 10633, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR 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. 10633 **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
20. 010-2026 - REVIEW ORDINANCE NO. 10635, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER 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. 10635 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
21. 011-2026 - REVIEW RESOLUTION NO. 2025-095, WHICH AUTHORIZED THE TEMPORARY USE OF LAND FOR OUTDOOR MUSIC ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 635 FEET NORTH OF EAST COUNTY ROAD 72) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS. THE CITY COUNCIL MAY TAKE ACTION TO DIRECT CITY STAFF TO BEGIN THE PROCESS TO AMEND THE CONDITIONS AND RESTRICTIONS OF THE RESOLUTION OR TO REVOKE THE TEMPORARY USE PERMITTED BY THE RESOLUTION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
22. 10715 - AN ORDINANCE VACATING AND ABANDONING A 0.10-ACRE GENERAL UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 1A, BLOCK 31A, HOMESTEAD ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN WEST KANSAS AVENUE AND WEST LOUISIANA AVENUE, APPROXIMATELY 140 FEET EAST OF NORTH PECOS STREET) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; SAID EASEMENT HAVING BEEN PREVIOUSLY RETAINED BY ORDINANCE NO. 8970, WHICH VACATED AND ABANDONED THE COTERMINOUS ALLEY RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

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

PUBLIC COMMENT

24. 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

25. 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:

25.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.

25.b Section 551.072, Deliberation Regarding Real Property

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

25.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.

25.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 27, 2026
To: City Council
From:
Subject: SPECIAL SESSION OF JANUARY 12, 2026

Purpose:

Recommended Action:

Fiscal Impact:

Strategic Priority:

Discussion:

Attachments:

A. 2026-01-12 Swearing in Ceremony

Marcia Bentley-German, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/19/2026
Final Approval - 1/19/2026

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL SPECIAL MEETING
January 12, 2026 - 10:00 AM



The City Council convened in **special** session at the Bush Convention Center, 105 N. Main Street, Midland, Texas, at 10:00 AM, January 12, 2026.

Council Members present: Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd

Council Members absent: John Burkholder, Robin Poole, John Norman

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

Mayor Blong called the meeting to order at 10:08 a.m.

SPECIAL SESSION

1. Conduct a Swearing-In Ceremony and all ancillary matters related thereto for the newly-elected Mayor and City Council Members.

Members of the City Council, City Staff and Citizens of Midland gathered to witness the swearing in ceremony of the newly elected City Council Members: Mayor Lori Blong, Council Member Jack Ladd for District 3 and Council Member Amy Stretcher Burkes for District 4.

Mayor Blong welcomed everyone in attendance.

Pastor Jason Hatch of Redeemer Church gave the invocation, followed by the presentation of Colors and the Pledge of Allegiance.

Retired Judge Mitzi Purvis performed the Oath of Office for Mayor Lori Blong.

Presiding Judge Jeff Robnett performed the Oath of Office for Council Member Jack Ladd.

Retired Justice Keith Stretcher performed the Oath of Office for Council Member Amy Stretcher Burkes.

Council Member Jack Ladd and Council Member Amy Stretcher Burkes provided remarks and Mayor Blong provided closing remarks.

All the business at hand having been completed, the meeting adjourned at 10:37 a.m.

PASSED AND APPROVED _____.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

DRAFT

**CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL REGULAR MEETING
January 13, 2026 - 10:00 AM**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, January 13, 2026.

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

Council Members absent: Robin Poole

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

OPENING ITEMS

Mayor Blong called the meeting to order at 10:02 a.m.

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"

Mayor Blong reported that according to Texas Penal Code Section 42.05 Disrupting Meeting or Procession, "a person commits an offense if with the intent to prevent or disrupt a lawful meeting, procession or gathering whether in person or virtual. A person obstructs or interferes with the meeting procession or gathering by physical action, by verbal utterance or by electronic disturbance. An offense under this section is a Class B Misdemeanor."

CONSENT AGENDA

Brian Stubbs moved to Approve Consent Agenda items 4-11; seconded by Amy Stretcher Burkes.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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 AWARDDING 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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10699.

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

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, John Norman

NAY: Jack Ladd

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10700.

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

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John

Norman
NAY: None
ABSTAIN: None
ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10701.

John Norman moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:

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

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10702.

John Norman moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None
ABSTAIN: None
ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10703.

Brian Stubbs moved to Approve; seconded by John Norman.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10704.

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

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10705.

John Norman moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10706.

Brian Stubbs moved to Approve; seconded by John Norman.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10707.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10709.

City Attorney Nicholas Toulet-Crump reported on community feedback regarding possible changes to the ordinance. Council does have the option to defer this item if they need time to review it since it is in its second reading.

Council Member Jack Ladd reported members of the judiciary have multiple concerns about this ordinance, such as how to enforce it, and would like to see it deferred.

Council Member Brian Stubbs agrees that the ordinance needs to be enacted but done right the first time.

Mayor Blong also agrees and wants to make sure it is done correctly. Discussion ensued among Council.

Jack Ladd moved to Defer; seconded by Brian Stubbs.

The motion Passed by the following vote:

AYE: Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd

NAY: John Burkholder, John Norman

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10710.

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

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10711.

John Norman moved to Approve; seconded by Jack Ladd.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Planning Manager Landon Ochoa gave a brief overview of the item noting this is for the review of the Hot Shots bar (item originally approved in June 2025).

Council Member Jack Ladd inquired as to what constitutes an incident. Mr. Ochoa reported an incident is considered a call or report from the Police Department about the property. Council Member Ladd also inquired if there has been a reduction in incidents since the last time this item was on the agenda several months ago. Mr. Ochoa reported there are many ways the data can be gathered but he can not make that conclusion.

Council Member Brian Stubbs inquired about violence at the bar. Mr. Ochoa reported there have been a few assaults reported. Council Member Stubbs also inquired if the cameras and lights have been installed in the area.

City Manager Tommy Gonzalez reported bicycles for the Police Department have arrived and the cameras have been ordered and should arrive soon. The bicycles will allow more police presence downtown.

Mayor Blong opened the public hearing at 10:47 a.m.

Iris Cervantes, 3315 Godfrey Street, spoke in favor of this item.

Nino Rodriguez, 1101 Johnston Lane, spoke in favor of this item and would like all bars to be treated fairly and equally.

Tyler Norton, 1301 Lynn Avenue, who serves as a weekend DJ for Hot Shots, spoke in favor of this item.

Melissa Vasquez, 1110 E. Hamby Avenue, spoke in favor of this item.

Mikala Emmert, 1701 Fairgrounds Road, spoke in favor of this item.

Falon Franklin, 110 Pavillion Parkway #721, spoke in favor of this item.

David Chin, 3203 Highsky Drive, owner of the Hot Shots bar, spoke in favor of this item. Mr. Chin reported he does not see where the total number 20 incidents came from. The police report he received only shows nine incidents and two of those nine were on Sundays when his bar is closed. Mr. Chin reported his bar has taken a hit financially.

Marcus Oakley, 2432 Open Range, spoke in favor of this item.

Patrick Cordero, 2909 West Wall Street, spoke for several individuals in favor of this item. Mr. Cordero passed out a communications report for the Hot Shots bar and other bars within Midland. Mr. Cordero pointed out the number of pages several bars have and reported it feels like Hot Shots is being singled out.

There being no one else wishing to speak, the public hearing was closed at 11:14 a.m.

Mayor Blong reported she feels like the Hot Shots bar has done everything asked of them. Her concern is consistency and enforcement across the community.

Council Member Burkholder and Council Member Stubbs spoke of their support and gratitude for Mr. Chin going through this process.

Council Member Norman reported he feels like Hot Shots should not have had to go through this process and feels the security piece does not need to be implemented.

Council Member Ladd reported the Council should treat everyone fairly and remove all restrictions.

Council Member Burkholder reported he agrees with Council Member Ladd and pointed out the importance of a master-plan.

Mayor Blong reported it benefits all to have a master-plan for the future.

John Norman moved to Approve this item without the security restrictions/conditions; seconded by Jack Ladd.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10712.

Planning Manager Landon Ochoa gave a brief overview of the item noting this is a Specific Use Designation for the Cinergy movie theater.

Mayor Blong opened the public hearing at 11:26 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to Approve; seconded by Jack Ladd.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10713.

Planning Manager Landon Ochoa gave a brief overview of the item noting this is a Specific Use Designation for the Double Tree hotel.

Mayor Blong opened the public hearing at 11:29 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10714.

Planning Manager Landon Ochoa gave a brief overview of the item noting this is for a special exception for a setback for a garage.

Mayor Blong opened the public hearing at 11:31 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Community Services Manager Isaac Garnett gave a brief overview of the 2025-2026 action plan amendment, due to restrictions.

Mayor Blong reported it is important for these partnerships.

Mr. Garnett reported briefly on each grantee.

Mayor Blong highlighted the need to contact the local foundations for support.

Mayor Blong opened the public hearing at 11:38 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

Mayor Blong opened the public hearing at 11:40 a.m.

Jarrett Morrison, Continental Resources Representative, Oklahoma City, Oklahoma, reported there have been no objections or opposition.

There being no one else wishing to speak, the Public Hearing closed at 11:41 a.m.

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

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd

NAY: John Norman

ABSTAIN: None

ABSENT: Robin Poole

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)**

Deputy City Manager Jose Ortiz reported they did work together with the company.

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

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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)**

City Manager Tommy Gonzalez gave a brief summary and history of this item and where we are currently.

Deputy City Manager Jose Ortiz provided a detailed report of how the agreement is set up.

Council Member John Burkholder requested that City Manager Tommy Gonzalez expound on audits regarding the drainage fees.

City Manager Tommy Gonzalez explained how the system is set up and why this action was chosen. Mr. Gonzalez also reported how Midland Independent School District (MISD) may potentially help out with this project and why this was the recommendation for the project.

Mayor Blong inquired of the total audited numbers for collections of property taxes and sales taxes for last year so that the community may understand what revenues come from each.

Chief Financial Officer Christy Weakland reported that the final sales tax number for the 2025 fiscal budget was 69.1 million and 62.5 million for property tax collections.

Mayor Blong reported why these funds are necessary and that the City has to find other mechanisms to pay for things citizens need. This is why the Airport and some other departments have become self-sustaining.

City Manager Tommy Gonzalez reported on the general fund budget numbers.

Marcus Oakley, 2432 Open Range, reported there is plenty of money in this area and is wondering why is this coming out of the pockets of citizens.

Council Member Burkholder used the Firemen's Pension as an example of the City using other funds to help in times of need.

City Manager Tommy Gonzalez provided a report as to why we didn't do a pension obligation bond.

Doug Aylor, 6408 Gladiola Avenue, spoke in opposition of this item, reporting this is due to a lack of planning.

Mayor Blong reiterated the Texas Penal Code 42.5 regarding disrupting meetings.

City Attorney Nicholas Toulet-Crump reiterated the rules the Council adopted regarding public comment. There is no provision in the rules to allow for a person to yield their time to another person.

Barbara Aylor, 6408 Gladiola Avenue, reported it is not clear to her why we need to do this and would like to know why can't the money be found elsewhere.

Mayor Blong reported the city shows where the dollars go each year on the City of Midland's website at www.midlandtexas.gov.

Stanley Smith, 4903 Granite Lane, spoke in opposition of this item as he supports lawful stormwater management and regulatory compliance but opposes the way it's being funded.

Nino Rodriguez, District 2, spoke in opposition of this item as businesses get tax abatements but citizens get taxed.

Andrew Sterns, 5614 Rio Grande Avenue, reported he agrees with Mr. Nino Rodriguez and spoke in opposition of this item. Mr. Sterns feels like the citizens are being deprived their right to vote.

Mandee Sterns, 5614 Rio Grande Avenue, reported she agrees with Andrew Sterns and also spoke in opposition of this item.

Jarrold Sparks, 3917 Baybrook Court, spoke in opposition of this item the way the ordinance is currently written.

Hector Covarrubiaz, 1101 College Avenue, spoke in opposition of this item and reported it is an illegal act to call a tax on property, a water bill.

Shandi Williams, 2513 Fannin Avenue, spoke in opposition of this item.

Derek Smith, would not provide his address and spoke in opposition of this item.

City Attorney Nicholas Toulet-Crump pointed out that the Local Government Code allows for cities to adopt reasonable rules related to public comment. In 2019, the City Council adopted the rule that you must state your name and address for the record during public comment.

Robin Campbell, did not provide an address, spoke in opposition of this item.

Judd Campbell, did not provide an address, spoke in opposition of this item.

Stephen Williams, 2513 Fannin, spoke in opposition of this item.

Shandi Williams read a letter on behalf of Beverly Hicks, 3221 Camarie Avenue, in opposition of this item.

Terry Garrett, 1605 McDonald, spoke in opposition of this item.

Kayla Richardson, did not provide an address, spoke in opposition of this item.

Sheila Williamson, 404 Sweetbriar, reported she is not clear why we need to do this and spoke in opposition of this item.

Council Member John Burkholder shared his thoughts on this item and reported he does agree with some of the comments today.

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

John Burkholder moved to Approve, but that it has to come back to Council in 12 to 18 months for an audit review to possibly reduce the fees; seconded by Brian Stubbs.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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

Council Member Amy Stretcher Burkes was appointed Mayor Pro Tem for 2026.

Jack Ladd moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

After taking up this item, Mayor Blong recessed the City Council meeting to go into Executive Session at 1:52 p.m.

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

Mayor Blong called the City Council meeting back to order from Executive Session at 2:34 p.m.

The Midland City Council interviewed Hayden Boldrick for the Midland Development Corporation (MDC) board.

Once this interview was concluded, the City Council made appointments to the MDC board.

Brian Stubbs moved to Appoint Abraham Bejil, Darpan Bhakta, Hayden Boldrick and Denzil West to the Midland Development Corporation (MDC) board. Denzil West will serve the

remaining term from the previous board member J.Ross Lacy before his regular term begins; seconded by John Burkholder.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

NAY: None

ABSTAIN: None

ABSENT: Robin Poole

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

See item 33 above for MDC appointments that were made.

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.)

Judd Campbell, Robin Campbell, Shandi Williams, Nino Rodriguez, Andrew Sterns, Stephen Williams and Stan Smith, reported they were disappointed in the way the vote went on item 31 of this agenda.

Crystal Hammons, 402 West Pine Apt B., reported that the Midland Homeless Coalition is participating in a time count to help people understand homelessness.

Eliel Rosa spoke on issues around the world and that he has started a podcast called the Commonwealth of Hope for the reading of public documents. He would like to suggest that the Midland Chamber add these readings to their website.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go back into Executive Session at 2:52 p.m.

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.

All the business at hand having been completed, the meeting adjourned at 3:35 p.m.

PASSED AND APPROVED January 27, 2026.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary



City Council Meeting

Item Number: 5.
Meeting Date: January 27, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 930 WHEEL LOADER FROM WARREN POWER & MACHINERY INC. DBA WARREN CAT THROUGH SOURCEWELL FOR A TOTAL COST OF \$248,535.00 FOR THE GARAGE DIVISION; AND AUTHORIZING PAYMENT

Purpose:

Resolution approving the purchase of one (1) Wheel Loader from Warren Power & Machinery Inc., through Sourcewell contract #020223-CAT for a total cost of \$248,535.00 for the Garage Division.

Recommended Action:

Approve

Fiscal Impact:

Funds are available in the Garage Fund Operating Budget.

Strategic Priority:

PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

Staff recommends purchasing this Wheel Loader from Warren Power & Machinery Inc. dba Warren Cat through Sourcewell contract #020223-CAT. We are members of the Sourcewell cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2026 is \$300,000.00. This piece of equipment is a replacement. Please refer to the memos from Manual Salinas, Garage Superintendent, for further discussion concerning this purchase.

Therefore, please consider a resolution approving the purchase of one (1) Wheel Loader from Warren Power & Machinery Inc., through Sourcewell contract #020223-CAT for a total cost of \$248,535.00.

Attachments:

- A. 2026 memo for a wheel loader for PD
- B. RESOLUTION WITH EXHIBITS - Wheel Loader Reso w Exh

- C. City of Midland Policw-930 C159126 Quote 12-30-25
- D. 930 Specalog
- E. Pics.Current and New

Erika Munoz, General Services
Regina Stephenson, General Services
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026
Approved - 1/14/2026
Approved - 1/16/2026
Approved - 1/20/2026
Approved - 1/21/2026
Approved - 1/21/2026
Final Approval - 1/21/2026



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell contract #020223-CAT

DATE: 12/31/25

Fleet services are requesting the purchase of (1) one wheel loader as a replacement for unit 5400 which is 25-year-old loader that has gone beyond its serviceable life. This unit has a bad transmission, and the parts are no longer available for the repairs. The budgeted amount for FY 2026 for the purchase of a new wheel loader is \$300,000.

Warren Caterpillar has submitted a quote through Sourcewell contract #020223-CAT for the purchase of one wheel loader in the amount of \$248,535.00.

Fleet services accepts this quote from Warren Caterpillar, which meets all the required specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 930 WHEEL LOADER FROM WARREN POWER & MACHINERY INC. DBA WARREN CAT THROUGH SOURCEWELL FOR A TOTAL COST OF \$248,535.00 FOR THE GARAGE DIVISION; AND AUTHORIZING PAYMENT

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

WHEREAS, Warren Power & Machinery Inc. DBA Warren Cat has submitted a total proposed cost to the City of \$248,535.00 for the purchase of a Caterpillar 930 wheel loader through Sourcewell, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Warren Power & Machinery Inc. DBA Warren Cat for said Caterpillar wheel loader to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Caterpillar 930 wheel loader from Warren Power & Machinery Inc. DBA Warren Cat through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Caterpillar 930 wheel loader from Warren Power & Machinery Inc. DBA Warren Cat through Sourcewell for a total cost of \$248,535.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Warren Power & Machinery Inc. DBA Warren Cat for said Caterpillar wheel loader from funds available in the Garage Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of

the City of Midland at a regular meeting on the _____ day of _____, A.D.,
2026, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

Nicholas Toulet, City Attorney



Sourcewell Quote
Contract # 020223-CAT

Quote 328245-01

Dec 30, 2025

CITY OF MIDLAND
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: Liz Thornton

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: **930 Wheel Loaders** with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C159126

SERIAL NUMBER: 0F3S02416

YEAR:

SMU:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jonathan King
Machine Sales Representative

MACHINE SPECIFICATIONS

930 14A WHEEL LOADER	579-7701
CHASSIS AR-930	579-7705
ELECTRICAL AR	579-7708
HYDRAULIC AR	579-7710
POWER TRAIN AR	593-8991
INSTALLATION AR	593-8998
ELECTRONICS AR-M	595-9693
LANE 3 ORDER	0P-9003
PREP PACK, UNITED STATES	593-8900
STANDARD LIFT, COUPLER READY	593-8921
HYDRAULICS, 3V	593-8923
HYDRAULICS, STANDARD	536-5283
STEERING WHEEL, STANDARD	579-7717
JOYSTICK 3V, STEERING WHEEL	593-8916
DIFFERENTIAL, OPEN REAR	333-6529
ENVIRONMENT, MEDIUM DEBRIS	579-7722
WEATHER, COLD START 120V	579-7726
CAB, STANDARD	578-1363
AIR CONDITIONING, R134A REF	579-7735
ENGINE	593-8993
PUSH START, PASSCODE SECURITY	579-7738
CAMERA, REAR VIEW	579-7761
MIRROR, BASE	423-7168
SEAT, DELUXE, TILT AND TELE	593-8962
LIGHTS, AUX, LED, PREMIUM	590-8903
LIGHTS, ROADING, LED, RH	633-0598
STANDARD RADIO (12V)	590-8872
PRODUCT LINK, CELLULAR PLE643	573-8455
FILM GP, WARNING, PL, ANSI	638-5475
WINDSHIELD ACCESS STEPS	598-2802
TIRES, 20.5R25 MX XTLA * L2	366-6896
FENDERS, STANDARD	593-8950
CTWT, HEAVY, 2668LBS, 5PCS	552-4465
TOOLBOX AUX	491-7922
HYDRAULIC OIL, STANDARD	619-8443
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, AUX 3RD, STD LIFT	530-1623
RIDE CONTROL	579-7697
BEACON, WARNING, STROBE, AMBER	600-3781
GUARD, POWERTRAIN, LOWER	349-8165
GUARD, DRIVESHAFT	349-7940
CERTIFICATE OF ORIGIN, ENGL	0G-6022
QUICK COUPLER,FUSION,HIGH VIS	536-5313
JUMPER LINES, AUX 3RD, FUSION	445-4725
BUCKET-GP, 3.5 YD3, FUS, BOCE	345-2427
AS WIP & BOX TOP LEVEL - 930	-0_LO
CARRIAGE, CON, FORK, 60", FUS	538-3866

SELL PRICE	\$248,535.00
NET BALANCE DUE	\$248,535.00
EXT WARRANTY	Included
AFTER TAX BALANCE	\$248,535.00

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	930-60 MO/3000 HR PREMIER

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
\$248,535.00	\$248,535.00

Accepted by _____ on _____

Signature



Sourcewell Quote
Contract # 020223-CAT

Quote 328245-01

Dec 30, 2025

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FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

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CASH WITH ORDER	QUOTE SELL PRICE
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Accepted by _____ on _____

Signature



Cat[®] 930

WHEEL LOADER

FEATURES:

CONFIGURED FOR SUCCESS

- Cat wheel loaders set the standard for productivity, fuel efficiency, operator comfort and low operating costs. The Cat 930 Small Wheel Loader features a high torque C7.1 engine that works in conjunction with an intelligent hydrostatic power train to deliver exceptional fuel efficiency. Meets U.S. EPA Tier 4 Final and EU Stage V emission standards, designed to manage itself so you can concentrate on your work. Extended service intervals to 1000 hours reduce fluid and filter use by up to 45% (compared to previous M Series models) while keeping operating cost low.

ENJOY ALL DAY COMFORT

- Have a seat in the new Cat small wheel loader and enjoy automatic temperature control, class leading sound levels, enhanced all-around visibility and low-effort joystick controls that move with you on a fully adjustable seat suspension. A large spacious operator environment combined with Caterpillar hydraulic cylinder damping and smooth predictable controls make this the most comfortable seat on your jobsite.
- An upgrade to multi-view camera and rear object detection gives you an extra eye on the jobsite while the new optional force feedback joystick steering keeps you feeling confident on those long shifts. The operator not present function helps to isolate the machine if you leave the environment; while seat belt notifications give you a gentle reminder to buckle up.

EFFICIENTLY POWERFUL

- Experience the difference with an intelligent hydrostatic power train and industry leading fuel savings through a lower maximum engine speed working in combination with a new auto engine RPM mode. This provides efficiency as standard with a boost in power when you need it. Optimize traction and minimize wheel slip with a new Auto Wheel Torque system tuned to provide peak performance while maximizing tire life and keeping operating costs low. Track your production and accurately hit your load targets with Cat Payload. 250 hours of Cat Payload demonstration will be included as standard with an optional subscription for extended use.

WORK MADE EASY

- Move more with the Caterpillar patented quick loading performance series buckets and optimized Z-bar linkage with enhanced forward visibility that combines the digging efficiency of a traditional Z-bar with tool carrier capabilities. The parallel lift and high tilt forces throughout the working range allow you to confidently handle loads with precise control.
- Multi-function work has never been easier with dedicated pumps for each system and a flow sharing implement valve governed by an intelligent power management system. Simultaneously lift, steer, and drive without compromise. Upgrade to autolube and tire pressure monitoring to make service easy and get to work quicker. Light the way with auto roading lights that come on at night fall.

CUSTOMIZE YOUR EXPERIENCE

- Meet your application requirements and individual preferences with Caterpillar industry first Hystat[™] Operator Modes featuring four unique power train settings. Select classic torque converter for smooth rollout, conventional hystat for aggressive engine braking, an ice mode that maximizes your control on slippery underfoot, and an all new single pedal mode for simplified use.
- Fine tune machine performance with adjustments at your fingertips through programmable joysticks, soft touch buttons, and a new jog dial that works in combination with a standard touch screen display. Quickly recall attachment profiles that maintain key settings for versatility on the jobsite and optimal efficiency.

PURPOSE BUILT SPECIALITY MODELS

- Configure your Cat small wheel loader to meet the needs of your applications with a full range of options. The 930 features the following application specific arrangements that are configured for success:
 - Waste Handler
 - Aggregate Handler
 - Ag Handler (North America Only)

UPGRADES AND SERVICES

- Enjoy a full range of upgrades and accessories to configure your small wheel loader for a broader range of applications.
- Utilize readily available services and maintenance parts, including a range of self-service options (SSO) and dealer installed kits.

930 Wheel Loader

Purpose Built: Handlers Arrangements

A complete range of optional equipment and work tool attachments gives you the versatility to configure a handler package to be successful in your business. Get with Caterpillar to configure yours.

Aggregate Handler



- **Increased Payload:** Additional counterweight improves stability without reducing ground clearance or departure angle to maximize performance.
- **Long Life Sand and Gravel Buckets:** Performance series buckets deliver higher fill factors and better material retention for significant productivity and fuel efficiency improvements. Buckets feature a long floor, open throat, curved side bars and additional serviceable wear plates including corner guards.
- **Protect your Power Train:** Increase your fording depth with optional elevated breathers. Remote mounted high on the machine for the front and rear axles and hydrostatic gear box. Allows settling pond cleanout without contamination.

Waste Handler



- **Guard Your Investment:** Choose from a complete range of optional guarding to protect your machine from the harsh environment of a waste handling application. Machine guarding is purpose built to protect the machine's major components.
- **Breathe Clean:** Maximize your engine life and extend filter cleaning intervals with a turbine pre-cleaner. Keep cool with a reversing fan to purge the single plane, widely spaced core cooling package and brush-less sealed alternator. Breathe clean with a powered pre-cleaner for the operator environment.
- **Maximize Tire Life:** Fine tune your wheel torque to match the underfoot conditions and maximize performance while extending tire life. Standard auto wheel torque is ideal for waste handling applications.

Specifications

Engine

Engine Model	Cat® C7.1*		
Performance Mode	Automatic		
Rated Gross Power			
Rated Engine Speed	1,800 rpm		
SAE J1995	127 kW	170 hp	
SAE J1995 (DIN)	172 mph (PS)		
Rated Engine Power			
ISO 14396	125 kW	168 hp	
ISO 14396 (DIN)	170 mhp (PS)		
Rated Net Power			
SAE J1349 at Minimum Fan Speed	123 kW	165 hp	
ISO 9249 at Minimum Fan Speed	123 kW	165 hp	
ISO 9249 (DIN) at Minimum Fan Speed	167 mhp (PS)		

- *Meets U.S EPA Tier 4 Final, EU Stage V off-highway, and Japan 2014 emission standards.
- Advertised power is tested per the specified standard in effect at the time of manufacture.

Engine (continued)

Maximum Gross Torque		
Engine Speed	1,400 rpm	
SAE J1995	824 N-m	608 lbf-ft
ISO 14396	815 N-m	601 lbf-ft
Maximum Net Torque		
SAE J1349	804 N-m	593 lbf-ft
ISO 9249	807 N-m	595 lbf-ft
Displacement	427 in³	7.01 L
Bore	4 in	105 mm
Stroke	5 in	135 mm

- Net power ratings are tested at the reference conditions for the specified standard and denote power available at the flywheel when engine is equipped with alternator, air cleaner, emission components and fan at specified speed.
- No derating required up to 3000 m (10,000 ft) altitude. Auto derate protects hydraulic and transmission systems.

Specifications (continued)

Buckets

Bucket Capacities	1.9-5.0 m ³	2.5-6.5 yd ³
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Steering

Steering Cylinder		
Bore Diameter	70 mm	2.8 in
Rod Diameter	40 mm	1.6 in
Stroke	438 mm	17.2 in
Maximum Flow – Steering Pump	130 L/min	34 gal/min
Maximum Working Pressure – Steering Pump	24 130 kPa	3,500 psi
Steering Cycle Times (Full Left to Full Right)		
Minimum RPM: Pump Flow Limited	2.8 seconds	
Maximum RPM: 90 rpm Steering Wheel Speed	2.4 seconds	

Loader Hydraulic System

Maximum Flow – Implement Pump	190 L/min	50 gal/min
3rd Function Maximum Flow*	190 L/min	50 gal/min
4th Function Maximum Flow*	160 L/min	42 gal/min
Maximum Working Pressure – Implement Pump	26 000 kPa	3,771 psi
Relief Pressure – Tilt Cylinder	28 000 kPa	4,061 psi
3rd and 4th Function Maximum Working Pressure	26 000 kPa	3,771 psi
3rd and 4th Function Relief Pressure	28 000 kPa	4,061 psi
Lift Cylinder – Standard Lift Linkage:		
Bore Diameter	120 mm	4.7 in
Rod Diameter	65 mm	2.6 in
Stroke	728 mm	28.7 in
Tilt Cylinder – Standard Lift Linkage:		
Bore Diameter	150 mm	5.9 in
Rod Diameter	90 mm	3.5 in
Stroke	555 mm	21.9 in
Hydraulic Cycle Time:		
Raise (Ground Level to Maximum Lift)	5.1 seconds	
Dump (at Maximum Lift Height)	1.5 seconds	
Float Down (Maximum Lift to Ground Level)	2.7 seconds	
Total Cycle Time	9.3 seconds	

*3rd and 4th function flow is fully adjustable from 20% to 100% of maximum flow through the secondary display when equipped.

Service Refill Capacities

Fuel Tank	195 L	51.5 gal
Cooling System	30 L	7.9 gal
Engine Crankcase	20 L	5.3 gal
Transmission (gearbox)	8.5 L	2.2 gal
Axles:		
Front	26 L	6.9 gal
Rear	25 L	6.6 gal
Hydraulic System (including tank)	165 L	43.6 gal
Hydraulic Tank	90 L	23.8 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	5 gal

• DEF used in Cat systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1:2019.

Transmission

Forward and Reverse		
Range 1*	1-13 km/h	0.6-8 mph
Range 2	13 km/h	8 mph
Range 3	27 km/h	17 mph
Range 4	40 km/h	25 mph

*Creeper control allows maximum speed range adjustability from 1 km/h (0.6 mph) to 13 km/h (8 mph) in Range 1 through the secondary display when equipped. Factory default is 7 km/h (4.4 mph).

Tires

Standard Size:	
20.5 R25, radial (L-3)	
Other Choices Include:	
20.5 R25, radial (L-2)	17.5 R25, radial (L-2)
20.5 R25, radial (L-5)	17.5 R25, radial (L-3)
20.5-25 12PR (L-2)	17.5 R25, radial (L-5)
20.5-25 12PR (L-3)	550/65 R25 radial (L-3)
20.5-25 16PR (L-5)	Skidder/Agriculture

- Other tire choices are available. Contact your Cat dealer for details.
- In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.
- Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

Cab

Rollover Protective Structure (ROPS):	ISO 3471:2008
Falling Object Protective Structure (FOPS):	ISO 3449:2005 LEVEL II

Axles

Front	Fixed Locking differential (standard)
Rear	Oscillating ±11 degrees Open differential (standard) Limited slip differential (optional)

930 Wheel Loader

CONFIGURED FOR SUCCESS:

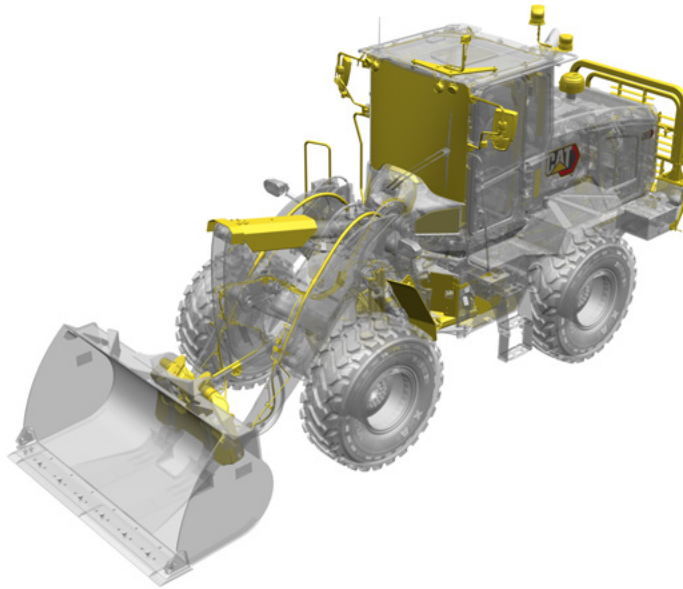
Machine upgrades, either as a do-it-yourself option or dealer installed.

Guards

- Windshield
- Tilt cylinder
- Lights
- Fender deflectors
- Drive shaft
- Hitch
- Steering cylinders
- Side power train
- Lower power train
- Crank case

Debris Management

- Reversing fan
- Sealed alternator
- Turbine engine precleaner
- Powered cab precleaner

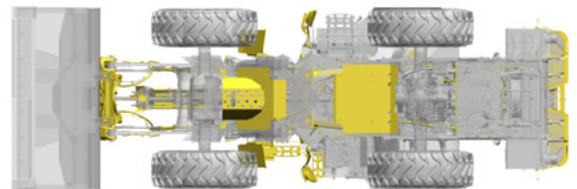
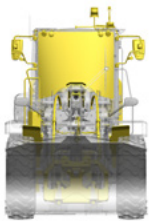


Operator Environment

- Bluetooth Key Fob
- Multi View Camera
- Internal Mirrors
- Washing Platform

Other Options

- Autolube
- Coupler: Fusion and ISO 23727:2009
- Auxiliary hydraulics: 3rd and 4th
- Window washing access
- Ride control
- Fenders: extended and full coverage
- Counterweights
- Rear object detection
- Blue Angel certification
- Beacon: Warning and Seatbelt
- LED auxiliary lights
- Cat Payload Printer
- Tire Pressure Monitoring
- Polycarbonate windshield
- 4-point harness



WORK TOOL ATTACHMENTS FOR EVERY JOB:

Get more from your machine with Cat attachments. Choose from a wide variety of options and tailor your machine to different tasks and conditions.



General Purpose Buckets



Light Material Buckets



High Dump Buckets



Pallet Forks



Construction Forks



Angle and Pickup Brooms



Snow Pushes



Snow Plows

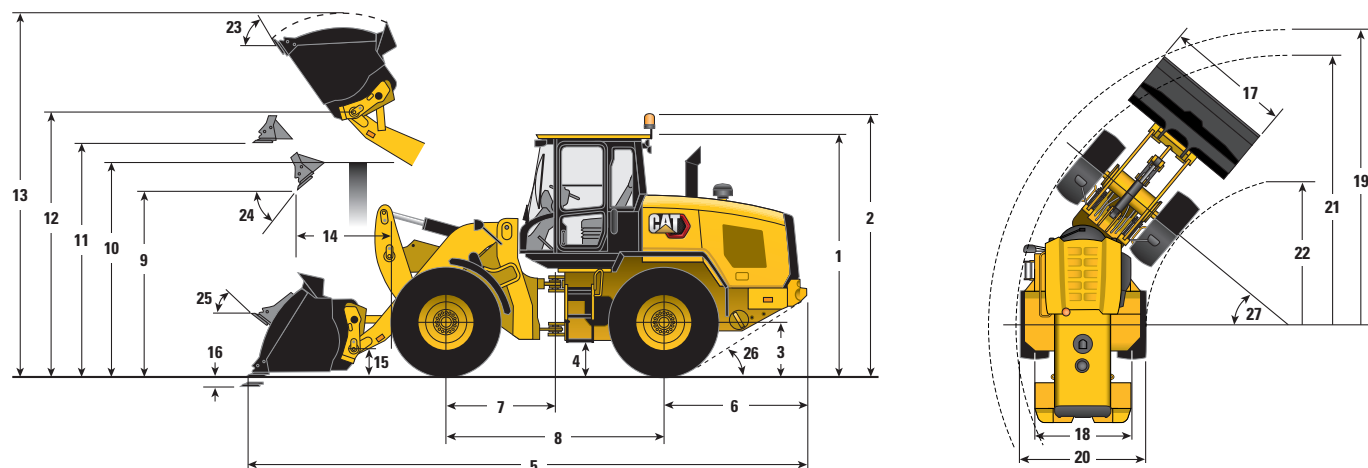


Millyard Forks



Material Handling Arms

Dimensions and Operating Specifications (All dimensions are approximate. Dimensions vary with bucket and tire choice.)



	Standard Lift		High Lift	
** 1 Height: Ground to Cab	3340 mm	10'11"	3340 mm	10'11"
** 2 Height: Ground to Beacon	3707 mm	12'2"	3707 mm	12'2"
** 3 Height: Ground to Axle Center	685 mm	2'3"	685 mm	2'3"
** 4 Height: Ground Clearance	397 mm	1'4"	397 mm	1'4"
* 5 Length: Overall	7530 mm	24'8"	8324 mm	27'4"
6 Length: Rear Axle to Bumper	1993 mm	6'6"	1993 mm	6'6"
7 Length: Hitch to Front Axle	1500 mm	4'11"	1500 mm	4'11"
8 Length: Wheelbase	3000 mm	9'10"	3000 mm	9'10"
* 9 Clearance: Bucket at 45°	2828 mm	9'3"	3421 mm	11'3"
** 10 Clearance: Load over Height	3331 mm	10'11"	3540 mm	11'7"
** 11 Clearance: Level Bucket	3580 mm	11'9"	4173 mm	13'8"
** 12 Height: Bucket Pin	3907 mm	12'10"	4500 mm	14'9"
** 13 Height: Overall	5147 mm	16'11"	5740 mm	18'10"
* 14 Reach: Bucket at 45°	1064 mm	3'6"	1385 mm	4'7"
15 Carry Height: Bucket Pin	390 mm	1'3"	624 mm	2'1"
** 16 Dig Depth	100 mm	3.9"	135 mm	5.3"
17 Width: Bucket	2550 mm	8'4"	2550 mm	8'4"
18 Width: Tread Center	1930 mm	6'4"	1930 mm	6'4"
19 Turning Radius: Over Bucket	5933 mm	19'6"	6322 mm	20'9"
20 Width: Over Tires	2540 mm	8'4"	2540 mm	8'4"
21 Turning Radius: Outside of Tires	5402 mm	17'9"	5402 mm	17'9"
22 Turning Radius: Inside of Tires	2851 mm	9'4"	2851 mm	9'4"
23 Rack Angle at Full Lift	54°		53°	
24 Dump Angle at Full Lift	49°		48°	
25 Rack Angle at Carry	43°		49°	
26 Departure Angle	33°		33°	
27 Articulation Angle	40°		40°	
* Tipping Load – Straight (ISO 14397-1:2007)	10 391 kg	22,909 lb	7515 kg	16,568 lb
* Tipping Load – Full Turn (ISO 14397-1:2007)	8907 kg	19,637 lb	6374 kg	14,053 lb
* Breakout	12 884 kg	28,405 lb	12 565 kg	27,700 lb
* Operating Weight	14 117 kg	31,124 lb	14 349 kg	31,633 lb

*Vary with bucket.

**Vary with tire.

Dimensions listed are for a machine configured with 2.1 m³ (2.7 yd³) general purpose Fusion™ bucket, bolt-on cutting edge, heavy counterweights, additional guarding, 80 kg (176 lb) operator and 20.5 R25 (L-3) XHA2 tires.

930 Environmental Declaration

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

Engine

- The Cat® C7.1 engine meets U.S EPA Tier 4 Final, EU Stage V off-highway, and Japan 2014 emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels** up to:
 - ✓ 20% biodiesel FAME (fatty acid methyl ester)*
 - ✓ 100% renewable diesel, HVO (hydrogenated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

**Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).*

***Tailpipe greenhouse gas emissions from lower-carbon intensity fuels are essentially the same as traditional fuels.*

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.9 kg (4.2 lb) of refrigerant which has a CO₂ equivalent of 2.717 metric tonnes (2.99 tons).

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
 - Barium < 0.01%
 - Cadmium < 0.01%
 - Chromium < 0.01%
 - Lead < 0.01%

Sound Performance

With cooling fan speed at 70% of maximum value:

Operator Sound Pressure Level (ISO 6396:2008) – 68 dB(A)*

Exterior Sound Power Level (ISO 6395:2008) – 101 dB(A)**

*Measurements were conducted with properly installed and maintained cab doors and windows closed.

**European Union Directive 2000/14/EC and UK Noise Regulation 2001 No. 1701.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
 - Tire Pressure Monitoring
 - Cat Production Measurement
 - Auto Wheel Torque Control
 - Auto Engine RPM
 - Extended Maintenance Intervals
 - Intelligent Hystat Transmission
 - Performance Series Buckets
 - Engine Idle Shutdown
 - Variable Displacement Pumps

Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	Weight Percentage
Steel	66.98%
Iron	12.92%
Rubber	5.91%
Nonferrous Metal	3.23%
Other	2.58%
Plastic	1.35%
Uncategorized	1.24%
Fluid	1.19%
Mixed Metal	1.08%
Mixed-Metal and Nonmetal	0.72%
Mixed Nonmetallic	0.01%
Total	100.00%

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714:2008 (Earthmoving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused or both.

All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714:2008 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

Because of variations of product configurations, the following value in the table may vary.

Recyclability – 95%

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

- 75 mm (3 in) retractable seatbelt
- Automatic temperature control
- Cab, enclosed ROPS/FOPS pressurized and sound suppressed
- Push to Start
- 8 Inch Touch Screen
- Jog Dial with screen control
- Programmable Joystick
- Cup holders
- External mirrors with lower parabolic
- Ground level cab door release
- Hydraulic control lockout
- Interior cab lighting, door
- Lunch box storage
- Operator Not Present system
- Radio ready speakers
- Rear window defrost, electric
- Seat mounted electronic implement controls, adjustable
- Sliding glass on side window
- Column mounted multi function control lights, wipers, turn signal
- Suspension seat, fabric
- Tilt steering wheel
- Tinted front glass
- Wet arm wiper/washer, 2-speed and intermittent, front
- Wet arm wiper washer, rear
- Mounting Provision
- Digital hour meter, odometer and tachometer
- Digital ground speedometer and direction indicator
- Engine coolant temperature gauge
- Fuel and diesel exhaust fluid levels
- Hydraulic oil temperature gauge

POWER TRAIN

- Cat C7.1 engine
- Auto idle shut down feature
- Auto Engine RPM
- Tier 4 Final/EU Stage V compliant
- Turbocharged and aftercooled
- Filtered crankcase breather
- Diesel particulate filter
- Selective catalyst reduction
- Dry type air cleaner
- Coolant protection to -34 °C (-29 °F)
- Fuel priming pump, automatic
- Fuel water separator
- Differential lock in front axle
- Axle seal guards
- Enclosed wet disc full hydraulic brakes
- Parking brake, electric
- Lubed for life driveshafts
- Hydrostatic transmission with electronic control
- Operator modes (TC, Hystat, Single Pedal and Ice)
- Directional shift aggressiveness (fast, medium, slow)
- Auto Wheel Torque control, adjust wheel torque
- Creeper control, adjust ground speed
- Single plane cooling package, wide 6 fins per inch density
- Hydraulically driven demand cooling fan
- Scheduled Oil Sampling (S-O-SSM) port, engine, coolant, transmission

HYDRAULICS

- Automatic lift and bucket kickouts, adjustable in-cab
- Bucket and fork modes, adjustable in-cab
- Cylinder damping at kickout and mechanical end stops
- Fine mode control (fast, medium, slow)
- Hydraulic response setting (fast, medium, slow)
- Hydraulic diagnostic connectors and
- S-O-S ports
- Hydraulic sight gauge, visible
- Load sensing hydraulics and steering
- Seat mounted hydraulic joystick controls
- Cat Payload 250 hours of Demo

ELECTRICAL

- Alternator, 115-amp, heavy duty
- 12V power supply in cab (2)
- Batteries, 1,000 CCA (2) 24-volt system, disconnect switch
- Back up alarm
- Emergency shutdown switch
- LED rear stop and turn lights
- Heavy duty gear reduction starter
- Product LinkTM Elite
- Remote jump start post
- Resettable main and critical function breakers
- Roading lights front and rear

OTHER

- Large-access enclosure doors with adjustable close/open force
- Parallel lift loader linkage
- Recovery hitch with pin
- Remote mounted lubrication points
- Lockable compartments
- 1000-hour Service Intervals (after initial 500)

930 Wheel Loader

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

- Joystick steering – 25 mph (40 kph) capable
- Radio packages
- Telescoping Steering Column
- Deluxe seat – fully adjustable fabric air suspension seat with mid seat backrest
- Premium seat – fully adjustable leather and fabric air suspension with high backrest and air lumbar support. Seat is heated and ventilated on bottom cushion and backrest.
- Rear Object Detection
- Multi View Camera
- Front View Camera, roof mounted
- Heated external Mirrors (2)
- Electrically adjustable and heated external mirrors (2)
- Internal Mirrors (2)
- Sunscreen, front and rear
- Windshield Washing Platform
- Powered precleaned for cab air
- Cab guarding

POWER TRAIN

- Differential, limited slip, rear
- Powertrain Guarding
- Tire Pressure Monitoring (TPM)
- Range of Tire Options
- Fenders (extended cover and full coverage)

HYDRAULICS

- Auxiliary flow, third and fourth function
- Connect Under Pressure Disconnects
- Ride Control System, adjustable via display
- Autolube, integrated in display
- Biodegradable Oil
- Debris packages (low, medium, high)

ELECTRICAL

- Cold start package
- Ether starting aid, block heater and additional batteries, 1,000 CCA (4 total)
- Lights, auxiliary, halogen or LED with engine and DEF compartment lights
- Beacon light, strobe
- Light Guarding

OTHER OPTIONAL EQUIPMENT

- Linkage, high lift
- Coupler, (Fusion and ISO 23727:2009)
- Heavy Counterweight
- Aggregate Counterweight
- Cat Payload Printer
- Cylinder Guarding
- Range of Work Tool Attachments

NOTE: Not all features are available in all regions.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8452 (11-2023)
Build Number: 14A
(N Am, EU, ANZP,
Chile, Turkey)



Current



New





City Council Meeting

Item Number: 6.
Meeting Date: January 27, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF THREE (3) TRACTOR TRUCKS, A 13-SPEED TRACTOR, A 4K GALLON WATER TANK TRUCK, AND A CEMENT MIXER TRUCK FROM BRUCKNER'S TRUCK SALES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF \$1,311,574.12; AND AUTHORIZING PAYMENT

Purpose:

Resolution approving the purchase of three (3) tractor trucks, one (1) 13 speed tractor, one (1) 4K gallon water tank truck, and one (1) cement mixer truck from Bruckner's Truck Sales Inc., through HGAC contract #HT06-20 for a total cost of \$1,311,574.12 for the Garage Division.

Recommended Action:

Approve

Fiscal Impact:

Funds are available in the Garage Fund Operating Budget.

Strategic Priority:

PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

Staff recommends the purchase of three (3) tractor trucks, one (1) 13 speed tractor, one (1) 4K gallon water tank truck, and one (1) cement mixer truck from Bruckner's Truck Sales Inc., through HGAC contract #HT06-20. We are members of the H-GAC 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 \$1,415,573.00. Please refer to the memo from Manuel Salinas, Garage Superintendent, for further discussion concerning this purchase.

Therefore, please consider a resolution approving the purchase of three (3) tractor trucks, one (1) 13 speed tractor, one (1) 4K gallon water tank truck, and one (1) cement mixer truck from Bruckner's Truck Sales Inc., through HGAC contract #HT06-20 for a total cost of \$1,311,574.12.

Attachments:

- A. 2026 memo for various tractor trucks and cement truck and water truck
- B. RESOLUTION WITH EXHIBITS - Transportation Vehicles Reso w Exh
- C. City of Midland Mack GR64F Granite 4K Gallon Water Truck
- D. City of Midland Mack GRB64 Contech Mixer
- E. City of Midland Mack PI64T Pinnacle Auto Tractor (3)
- F. City of Midland Mack PI64T Pinnacle Tractor
- G. City of Midland Smithco SX2-4034 Side Dump (3)
- H. Pics.Current and New

Erika Munoz, General Services

Created/Initiated - 1/14/2026

Regina Stephenson, General Services

Approved - 1/14/2026

Christy Weakland, Finance

Approved - 1/16/2026

Linda Ochoa, Legal

Approved - 1/20/2026

Jose Ortiz, City Manager

Approved - 1/21/2026

Morris Williams, City Manager

Approved - 1/21/2026

Jan Hamilton, City Secretary

Final Approval - 1/21/2026



Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: HGAC Contract HT06-20 Bruckner's Truck and Equipment

DATE: 01/07/26

Fleet services are requesting the purchase of the following equipment which will be replacements for units that are older, making replacement parts hard to find and have gone beyond their serviceable life.

(3) three tractor trucks with (3) three 24-yard dump trailers. Budgeted amount for FY2026 for the purchase of (3) three tractor trucks and dump trailers is \$765,795. The purchasing amount offered is \$707,071.77

(1) one 13 speed tractor truck. Budgeted amount for FY2026 for the purchase of (1) one 13 speed tractor truck is \$181,147. The purchasing amount offered is \$169,442.49.

(1) one truck with a 4K gallon water tank. The budgeted amount for FY2026 for the purchasing of one water truck is \$223,830. The purchasing amount offered is \$205,563.86.

(1) one cement mixer truck. Budgeted amount for FY2026 for the purchase of one cement mixer truck is \$244,801. The purchasing amount offered is \$229,496.00.

Budgeted amount for FY2026 for these 6 items is \$1,415,573.00, the purchasing amount being offered is \$1,311,574.12 through HGAC contract

#HT06-20 by Bruckner's Truck and Equipment, which meets all our requested specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF THREE (3) TRACTOR TRUCKS, A 13-SPEED TRACTOR, A 4K GALLON WATER TANK TRUCK, AND A CEMENT MIXER TRUCK FROM BRUCKNER'S TRUCK SALES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF \$1,311,574.12; AND AUTHORIZING PAYMENT

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

WHEREAS, Bruckner's Truck Sales, Inc. has submitted a total proposed cost to the City of \$1,311,574.12 for the purchase of three (3) tractor trucks, a 13-speed tractor, a 4K gallon water tank truck, and a cement mixer truck through H-GAC, as shown on the quotes that are collectively attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Bruckner's Truck Sales, Inc. through H-GAC for the purchase of said vehicles to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to provide for the purchase of said vehicles from Bruckner's Truck Sales, Inc. through H-GAC;

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

SECTION ONE. That the City Manager is hereby authorized and directed to provide for the purchase of three (3) tractor trucks, a 13-speed tractor, a 4K gallon water tank truck, and a cement mixer truck from Bruckner's Truck Sales, Inc. through H-GAC for a total cost of \$1,311,574.12.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay \$1,311,574.12 to Bruckner's Truck Sales, Inc. for the purchase of said vehicles from funds available in the Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager 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

Financing Available!

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Date: **November 17, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Lane
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147
Cell:	
Fax:	
Contact:	Jesse Zamora
Email:	jzamora@midlandtexas.gov

EQUIPMENT INFORMATION	
Stock #:	
Year:	2027
Make:	Mack
Model:	PI64T
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Engine Make:	MACK MP8	Wheelbase:	207
Horsepower:	505 HP	Frame:	9.5 MM
Engine Brake:	YES	Interior Trim:	Steel Gray
Transmission:	MDRIVE 12 SPD HD	Wheels Front:	Aluminum
Front Axle:	14,600	Wheels Rear:	Aluminum
Rear Axle:	40,000	Tire Size:	11R24.5
Rear Suspension:	AIR	Tire Front:	Bridgestone
Ratio:	3.40	Tire Rear:	Bridgestone

Chassis Includes the Following Local Extras:

Wet Kit
Make Ready
DOT

Customer to Purchase under HGAC Contract HT06-20

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$167,165.00	\$501,495.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	3	Price before TTL	167,165.00	
OTHER CHARGES:				
Title, and License Fees (Estimated):			38.00	114.00
Purchase Coverage	Type: _____		-	-
Insurance	Type: _____		-	-
Dealer Inventory Tax and Doc Fees			593.59	1,780.77
Cash Down Payment:				
TOTAL:			\$167,796.59	\$503,389.77

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

Financing Available!

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Date: **November 14, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Ln
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147
Cell:	
Fax:	
Contact:	Jesse Zamora
Email:	

EQUIPMENT INFORMATION	
Stock #:	63759
Year:	2025
Make:	SMITHCO
Model:	SX2-4034
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Type:	Side Dump	X Members:	
Length:		Floors:	
Width:		Doors:	
Height:		Posts:	
Front Wheel:		GVWR:	
Rear Wheel:		Tires:	
Suspension:		Add'l Specs:	
Axle Capacity:		Add'l Specs:	

Includes the Following Local Extras:

**Freight to Odessa
Make Ready
DOT**

Choice Partners Contract

			Each	Amount
Trade-In Information:	Trade 1:	Trade 2:	\$67,589.00	\$202,767.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	3	Price before TTL	67,589.00	
OTHER CHARGES:				
Federal Retail Excise Tax				
eTag Fee:			5.00	15.00
Purchase Coverage	Type:			-
Insurance	Type:			-
Doc Fees:			300.00	900.00
Cash Down Payment:				
TOTAL:			\$67,894.00	\$203,682.00

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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NOT AN INVOICE



Year: 2025
Make: SMITHCO
Model: SX2-4034
VIN: 1S9SS4025SL476734
Tire Size: 11R24.5
Wheels: Steel Inner / Aluminum Outer
Suspension: Air Ride Ridewell RW260
#. of Axles: Tandem

Description:

40' x 102", 34' Tub, 1/4 in. 450 Hard-Ox, 23 cu. yds -Water full, 31 cu. yds. Heaped., 1/4" Poly Fenders Front & Rear, 2-Way Valve - Wired to 6-Way at Front, Ridewell Air Ride, Grease Lines to 5th Wheel Plate & Upper & Lower Cylinder Pins, Removable Kingpin, 11R24.5 Double Coin, Steel Inner / Aluminum Outer Wheels, Dura Lite Hubs, Liquid Filled Gauge, Aero Electric Mesh Tarp w/Tarp Lock-Out System, Priced to Sell, Price Includes F.E.T.

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Date: **November 18, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Lane
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147 Cell:
Fax:	Contact: Jesse Zamora
Email:	jzamora@midlandtexas.gov

EQUIPMENT INFORMATION	
Stock #:	
Year:	2027
Make:	Mack
Model:	PI64T
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Engine Make:	MACK MP8	Wheelbase:	219
Horsepower:	505 HP	Frame:	9.5 MM
Engine Brake:	YES	Interior Trim:	Steel Gray
Transmission:	Eaton Fuller 13 Spd Manual	Wheels Front:	Aluminum
Front Axle:	14,600	Wheels Rear:	Aluminum
Rear Axle:	46,000	Tire Size:	11R24.5
Rear Suspension:	AIR	Tire Front:	Bridgestone
Ratio:	3.79	Tire Rear:	Bridgestone

Chassis Includes the Following Local Extras:

2 Line Wet Kit
Make Ready
DOT

Customer to Purchase under HGAC Contract HT06-20

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$168,813.00	\$168,813.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	1	Price before TTL	168,813.00	
OTHER CHARGES:				
Title, and License Fees (Estimated):			33.00	33.00
Purchase Coverage	Type: _____		-	-
Insurance	Type: _____		-	-
Dealer Inventory Tax and Doc Fees			596.49	596.49
Cash Down Payment:				
TOTAL:			\$169,442.49	\$169,442.49

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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Date: **November 14, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Lane
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147
Cell:	
Fax:	
Contact:	Jesse Zamora
Email:	jzamora@midlandtexas.gov

EQUIPMENT INFORMATION	
Stock #:	
Year:	2027
Make:	Mack
Model:	GR64F
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP8	Wheelbase:	218
Horsepower:	505 HP	Frame:	11.1 MM
Engine Brake:	YES	Interior Trim:	Steel Gray
Transmission:	MDRIVE 13 SPD	Wheels Front:	Aluminum
Front Axle:	18,000	Wheels Rear:	Aluminum
Rear Axle:	44,000	Tire Size:	
Rear Suspension:	CAMELBACK	Tire Front:	385/65R22.5 J BRIDGESTONE
Ratio:	3.79	Tire Rear:	11R24.5 H BRIDGESTONE

Chassis Includes the Following Local Extras:

ETTS 4K Gallon Water Tank
HGAC Contract - HT06-20
Make Ready
DOT

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$204,899.00	\$204,899.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	1	Price before TTL	204,899.00	
OTHER CHARGES:				
Title, and License Fees (Estimated):			5.00	5.00
Purchase Coverage	Type: _____		-	-
Insurance	Type: _____		-	-
Dealer Inventory Tax and Doc Fees			659.86	659.86
Cash Down Payment:				
TOTAL:			\$205,563.86	\$205,563.86

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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Date: **November 25, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Lane
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147
Cell:	
Fax:	
Contact:	Jesse Zamora
Email:	jzamora@midlandtexas.gov

EQUIPMENT INFORMATION	
Stock #:	
Year:	2027
Make:	Mack
Model:	GR64B
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Engine Make:	MACK MP7	Wheelbase:	236
Horsepower:	395 HP	Frame:	9.5 MM w/ Liner
Engine Brake:	YES	Interior Trim:	Steel Gray
Transmission:	Allison 4500	Wheels Front:	Aluminum
Front Axle:	23,000	Wheels Rear:	Aluminum
Rear Axle:	46,000	Tire Size:	11R24.5
Rear Suspension:	HMX EX 460 Hendrickson	Tire Front:	Bridgestone
Ratio:	4.50	Tire Rear:	Bridgestone

Chassis Includes the Following Local Extras:

Contech Mixer
Make Ready
DOT
FREIGHT
Customer to Purchase under HGAC Contract HT06-20

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$229,158.00	\$229,158.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	1	Price before TTL	229,158.00	
OTHER CHARGES:				
Title, and License Fees (Estimated):			38.00	38.00
Purchase Coverage	Type: _____		-	-
Insurance	Type: _____		-	-
Dealer Inventory Tax and Doc Fees			300.00	300.00
Cash Down Payment:				
TOTAL:			\$229,496.00	\$229,496.00

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

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Date: **November 14, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Lane
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147
Cell:	
Fax:	
Contact:	Jesse Zamora
Email:	jzamora@midlandtexas.gov

EQUIPMENT INFORMATION	
Stock #:	
Year:	2027
Make:	Mack
Model:	GR64F
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP8	Wheelbase:	218
Horsepower:	505 HP	Frame:	11.1 MM
Engine Brake:	YES	Interior Trim:	Steel Gray
Transmission:	MDRIVE 13 SPD	Wheels Front:	Aluminum
Front Axle:	18,000	Wheels Rear:	Aluminum
Rear Axle:	44,000	Tire Size:	
Rear Suspension:	CAMELBACK	Tire Front:	385/65R22.5 J BRIDGESTONE
Ratio:	3.79	Tire Rear:	11R24.5 H BRIDGESTONE

Chassis Includes the Following Local Extras:

ETTS 4K Gallon Water Tank
HGAC Contract - HT06-20
Make Ready
DOT

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$204,899.00	\$204,899.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	1	Price before TTL	204,899.00	
OTHER CHARGES:				
Title, and License Fees (Estimated):			5.00	5.00
Purchase Coverage	Type: _____		-	-
Insurance	Type: _____		-	-
Dealer Inventory Tax and Doc Fees			659.86	659.86
Cash Down Payment:				
TOTAL:			\$205,563.86	\$205,563.86

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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Financing Available!

[Scan QR Code to Complete an Application](#)



Date: **November 25, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Lane
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147
Cell:	
Fax:	
Contact:	Jesse Zamora
Email:	jzamora@midlandtexas.gov

EQUIPMENT INFORMATION	
Stock #:	
Year:	2027
Make:	Mack
Model:	GR64B
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Engine Make:	MACK MP7	Wheelbase:	236
Horsepower:	395 HP	Frame:	9.5 MM w/ Liner
Engine Brake:	YES	Interior Trim:	Steel Gray
Transmission:	Allison 4500	Wheels Front:	Aluminum
Front Axle:	23,000	Wheels Rear:	Aluminum
Rear Axle:	46,000	Tire Size:	11R24.5
Rear Suspension:	HMX EX 460 Hendrickson	Tire Front:	Bridgestone
Ratio:	4.50	Tire Rear:	Bridgestone

Chassis Includes the Following Local Extras:

Contech Mixer
Make Ready
DOT
FREIGHT
Customer to Purchase under HGAC Contract HT06-20

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$229,158.00	\$229,158.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	1	Price before TTL	229,158.00	
OTHER CHARGES:				
Title, and License Fees (Estimated):			38.00	38.00
Purchase Coverage	Type: _____		-	-
Insurance	Type: _____		-	-
Dealer Inventory Tax and Doc Fees			300.00	300.00
Cash Down Payment:				
TOTAL:			\$229,496.00	\$229,496.00

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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Financing Available!

[Scan QR Code to Complete an Application](#)



Date: **November 17, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Lane
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147
Cell:	
Fax:	
Contact:	Jesse Zamora
Email:	jzamora@midlandtexas.gov

EQUIPMENT INFORMATION	
Stock #:	
Year:	2027
Make:	Mack
Model:	PI64T
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Engine Make:	MACK MP8	Wheelbase:	207
Horsepower:	505 HP	Frame:	9.5 MM
Engine Brake:	YES	Interior Trim:	Steel Gray
Transmission:	MDRIVE 12 SPD HD	Wheels Front:	Aluminum
Front Axle:	14,600	Wheels Rear:	Aluminum
Rear Axle:	40,000	Tire Size:	11R24.5
Rear Suspension:	AIR	Tire Front:	Bridgestone
Ratio:	3.40	Tire Rear:	Bridgestone

Chassis Includes the Following Local Extras:

Wet Kit
Make Ready
DOT

Customer to Purchase under HGAC Contract HT06-20

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$167,165.00	\$501,495.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	3	Price before TTL	167,165.00	
OTHER CHARGES:				
Title, and License Fees (Estimated):			38.00	114.00
Purchase Coverage	Type: _____		-	-
Insurance	Type: _____		-	-
Dealer Inventory Tax and Doc Fees			593.59	1,780.77
Cash Down Payment:				
TOTAL:			\$167,796.59	\$503,389.77

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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Financing Available!

[Scan QR Code to Complete an Application](#)



Date: **November 18, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Lane
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147 Cell:
Fax:	Contact: Jesse Zamora
Email:	jzamora@midlandtexas.gov

EQUIPMENT INFORMATION	
Stock #:	
Year:	2027
Make:	Mack
Model:	PI64T
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Engine Make:	MACK MP8	Wheelbase:	219
Horsepower:	505 HP	Frame:	9.5 MM
Engine Brake:	YES	Interior Trim:	Steel Gray
Transmission:	Eaton Fuller 13 Spd Manual	Wheels Front:	Aluminum
Front Axle:	14,600	Wheels Rear:	Aluminum
Rear Axle:	46,000	Tire Size:	11R24.5
Rear Suspension:	AIR	Tire Front:	Bridgestone
Ratio:	3.79	Tire Rear:	Bridgestone

Chassis Includes the Following Local Extras:

2 Line Wet Kit
Make Ready
DOT

Customer to Purchase under HGAC Contract HT06-20

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	\$168,813.00	\$168,813.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	1	Price before TTL	168,813.00	
OTHER CHARGES:				
Title, and License Fees (Estimated):			33.00	33.00
Purchase Coverage	Type: _____		-	-
Insurance	Type: _____		-	-
Dealer Inventory Tax and Doc Fees			596.49	596.49
Cash Down Payment:				
TOTAL:			\$169,442.49	\$169,442.49

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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Financing Available!

[Scan QR Code to Complete an Application](#)



Date: **November 14, 2025**

CUSTOMER INFORMATION	
Name:	City of Midland
Name:	
Address:	1602 Orchard Ln
CSZ:	Midland, TX 79702
Phone:	(432) 685-7147
Cell:	
Fax:	
Contact:	Jesse Zamora
Email:	

EQUIPMENT INFORMATION	
Stock #:	63759
Year:	2025
Make:	SMITHCO
Model:	SX2-4034
VIN:	
Salesperson:	Grant Aschenbeck

EQUIPMENT SPECIFICATIONS			
Type:	Side Dump	X Members:	
Length:		Floors:	
Width:		Doors:	
Height:		Posts:	
Front Wheel:		GVWR:	
Rear Wheel:		Tires:	
Suspension:		Add'l Specs:	
Axle Capacity:		Add'l Specs:	

Includes the Following Local Extras:

**Freight to Odessa
Make Ready
DOT**

Choice Partners Contract

			Each	Amount
Trade-In Information:	Trade 1:	Trade 2:	\$67,589.00	\$202,767.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:				
Quantity	3	Price before TTL	67,589.00	
OTHER CHARGES:				
Federal Retail Excise Tax				
eTag Fee:			5.00	15.00
Purchase Coverage	Type:			-
Insurance	Type:			-
Doc Fees:			300.00	900.00
Cash Down Payment:				
TOTAL:			\$67,894.00	\$203,682.00

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

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NOT AN INVOICE



Year: 2025
Make: SMITHCO
Model: SX2-4034
VIN: 1S9SS4025SL476734
Tire Size: 11R24.5
Wheels: Steel Inner / Aluminum Outer
Suspension: Air Ride Ridewell RW260
#. of Axles: Tandem

Description:

40' x 102", 34' Tub, 1/4 in. 450 Hard-Ox, 23 cu. yds -Water full, 31 cu. yds. Heaped., 1/4" Poly Fenders Front & Rear, 2-Way Valve - Wired to 6-Way at Front, Ridewell Air Ride, Grease Lines to 5th Wheel Plate & Upper & Lower Cylinder Pins, Removable Kingpin, 11R24.5 Double Coin, Steel Inner / Aluminum Outer Wheels, Dura Lite Hubs, Liquid Filled Gauge, Aero Electric Mesh Tarp w/Tarp Lock-Out System, Priced to Sell, Price Includes F.E.T.

Current







New











City Council Meeting

Item Number: 7.
Meeting Date: January 27, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF AMMUNITION OF ASSORTED TYPES AND IN ASSORTED QUANTITIES FOR THE MIDLAND POLICE DEPARTMENT FROM KIESLER POLICE SUPPLY, INC. AT A TOTAL COST OF \$228,763.00; AUTHORIZING PAYMENT; AND REJECTING ALL BIDS RECEIVED FOR THE PURCHASE OF 308 WINCHESTER 155 GRAIN ELD MATCH TAP PRECISION AMMUNITION

Purpose:

Resolution approving the purchase of ammunition for a total cost of \$228,763.00 for the Police Department.

Recommended Action:

Approve

Fiscal Impact:

Funding is available in the General Fund operating budget.

Strategic Priority:

SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

The City Manager approved specifications and authorized advertisement for bids for ammunition. Bid requests were sent to one hundred twenty-nine (129) vendors and twenty-eight (28) viewed the bids. We received bids from five (5) companies. Staff recommends awarding items 1, 2, 3, and 4 to Kiesler Police Supply. Staff recommends rejecting item 5 because it exceeds the approved budget. Please see the attached memo from Joseph Beltran, Midland Police Department Sergeant, for additional information.

Therefore, please consider approval of a resolution awarding the purchase of ammunition from Kiesler Police Supply for a total cost of \$228,763.00.

Attachments:

- A. MEMO - AmmoSelectionFY26
- B. RESOLUTION WITH EXHIBIT A - Ammunition - PD Reso w Exh
- C. 26002107 FY2026 Ammunition Bid Tab

Erika Munoz, General Services
Regina Stephenson, General Services
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026
Approved - 1/20/2026
Approved - 1/20/2026
Approved - 1/20/2026
Approved - 1/21/2026
Approved - 1/21/2026
Final Approval - 1/21/2026

City of Midland
Police Department

Interoffice Memorandum

DATE: January 8, 2026

TO: Deputy Chief Chatwell

FROM: Sergeant Joseph Beltran

SUBJECT: FY2026 Ammunition Bid

I have reviewed the Bid Tabulation for FY 26 Ammunition order and listed the selected vendors below.

1. CCI/Speer Lawman 9mm 147 grain TMJ training ammo (Part# 53826) - **Kiesler Police Supply**. They are the lowest bidder who meets product specifications.
2. Speer 9mm 147 grain Gold Dot G2 JHP duty ammo (Part# 54226) **Kiesler Police Supply**. They are the lowest bidder who meets product specifications.
3. Speer Gold Dot Duty Rifle 223 Remington 62 grain Soft Point ammunition (Part# SPEER24445SP) – **Kiesler Police Supply**. They are the lowest bidder who meets product specifications.
4. Federal .308 Win Tactical Bonded Tip 168 grain (Part# FC-308LETT2) – **Kiesler Police Supply**. They are the lowest bidder who meets product specifications.

Total cost: \$228,763.00

No substitutions will be accepted.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF
AMMUNITION OF ASSORTED TYPES AND IN
ASSORTED QUANTITIES FOR THE MIDLAND
POLICE DEPARTMENT FROM KIESLER POLICE
SUPPLY, INC. AT A TOTAL COST OF \$228,763.00;
AUTHORIZING PAYMENT; AND REJECTING ALL
BIDS RECEIVED FOR THE PURCHASE OF 308
WINCHESTER 155 GRAIN ELD MATCH TAP
PRECISION AMMUNITION**

WHEREAS, the City Manager approved specifications and authorized advertisement for bids for ammunition of assorted types and in assorted quantities for the Midland Police Department; and

WHEREAS, Bid No. 26002107 was opened on January 7, 2026, with the lowest and most advantageous bids for items 1-4 on the bid tabulation (the “Ammunition”) being submitted by Kiesler Police Supply, Inc., said bid tabulation being attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to reject all bids received for item 5 on the bid tabulation, said item being described as 308 Winchester 155 grain ELD Match TAP Precision ammunition; and

WHEREAS, the City Council finds it to be in the public interest to purchase the Ammunition from Kiesler Police Supply, Inc.;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Ammunition from Kiesler Police Supply, Inc. at a total cost of \$ 228,763.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Kiesler Police Supply, Inc. for the Ammunition from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

SECTION THREE. That the bids received for the purchase of 308 Winchester 155 grain ELD Match TAP Precision ammunition are hereby rejected.

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

26002107 FY 2026 Ammunition Bid Opening: January 7, 2026												
			Ares Integrated Resources LLC		CTC Gunworks		Ecology Mir Group		G T Distributors, Inc.		Kiesler Police Supply	
		Total Cost	\$442,927.50		\$337,921.38		\$789,971.00		\$240,491.00		\$228,763.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	9mm 147 grain TMJ practice ammo	300000	\$0.29	\$86,940.00	\$0.38	\$114,000.00	\$0.88	\$264,000.00	\$0.24	\$72,000.00	\$0.23	\$68,700.00
#0-2	9mm 147 grain Gold Dot G2 JHP duty ammo	20000	\$0.65	\$13,000.00	\$0.63	\$12,656.80	\$0.75	\$15,000.00	\$0.48	\$9,600.00	\$0.45	\$9,020.00
#0-3	.223 Remington 62 grain Soft Point ammo	239500	\$1.41	\$337,695.00	\$0.87	\$207,608.18	\$2.03	\$486,185.00	\$0.65	\$155,675.00	\$0.62	\$148,011.00
#0-4	.308 Win Tactical Bonded Tip 168 grain	1600	\$2.54	\$4,064.00	\$2.29	\$3,656.40	\$2.41	\$3,856.00	\$2.01	\$3,216.00	\$1.90	\$3,032.00
#0-5	308 Winchester 155 grain ELD Match TAP Precision	500	\$2.46	\$1,228.50	No Bid	No Bid	\$1.86	\$930.00	No Bid	No Bid	No Bid	No Bid
#0-6	Shipping Cost	1	\$0	\$0	No Bid	No Bid	\$20,000.00	\$20,000.00	No Bid	No Bid	\$0	\$0

Bid Summary

129 Bids were issued
28 Document Takers
0 No bids were received
5 Bids listed above
124 Bidders did not respond

26002107 FY 2026 Ammunition												
Bid Opening: January 7, 2026												
			Ares Integrated Resources LLC		CTC Gunworks		Ecology Mir Group		G T Distributors, Inc.		Kiesler Police Supply	
		Total Cost	\$442,927.50		\$337,921.38		\$789,971.00		\$240,491.00		\$228,763.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	9mm 147 grain TMJ practice ammo	300000	\$0.29	\$86,940.00	\$0.38	\$114,000.00	\$0.88	\$264,000.00	\$0.24	\$72,000.00	\$0.23	\$68,700.00
#0-2	9mm 147 grain Gold Dot G2 JHP duty ammo	20000	\$0.65	\$13,000.00	\$0.63	\$12,656.80	\$0.75	\$15,000.00	\$0.48	\$9,600.00	\$0.45	\$9,020.00
#0-3	.223 Remington 62 grain Soft Point ammo	239500	\$1.41	\$337,695.00	\$0.87	\$207,608.18	\$2.03	\$486,185.00	\$0.65	\$155,675.00	\$0.62	\$148,011.00
#0-4	.308 Win Tactical Bonded Tip 168 grain	1600	\$2.54	\$4,064.00	\$2.29	\$3,656.40	\$2.41	\$3,856.00	\$2.01	\$3,216.00	\$1.90	\$3,032.00
#0-5	308 Winchester 155 grain ELD Match TAP Precision	500	\$2.46	\$1,228.50	No Bid	No Bid	\$1.86	\$930.00	No Bid	No Bid	No Bid	No Bid
#0-6	Shipping Cost	1	\$0	\$0	No Bid	No Bid	\$20,000.00	\$20,000.00	No Bid	No Bid	\$0	\$0

Bid Summary

129 Bids were issued
28 Document Takers
0 No bids were received
5 Bids listed above
124 Bidders did not respond



City Council Meeting

Item Number: 8.
Meeting Date: January 27, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION RATIFYING AND APPROVING EMERGENCY WATER MAIN REPAIR AND REPLACEMENT SERVICES BY BOLER EQUIPMENT SERVICE, INC. FOR A TOTAL COST OF \$458,813.00; APPROPRIATING AND TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT FOR SAID REPAIRS

Purpose:

Resolution ratifying the purchase and approving payment for emergency water main repair and replacement, Illinois Ave (A St to Carver St) and Wall St repair performed by Boler Equipment Service, Inc., for a total cost of \$458,813.00.

Recommended Action:

Approve

Fiscal Impact:

\$458,813 is available in the Utilities fund unappropriated fund balance and will be appropriated and transferred to a project for this purpose.

Strategic Priority:

STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:

Boler Equipment Service was called for the emergency water main repair and replacement, Illinois Ave (A St to Carver St) and Wall St repair. Immediate replacement and related repairs were required to protect public health and safety, maintain continuous water service, and prevent further property damage. Immediate renovation of these manholes is recommended on an emergency basis pursuant to Texas Local Government Code 252, Section 252.022.(2) General Exemptions, "A procurement necessary to preserve or protect the public health or safety of the municipality's residents". Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for emergency water main repair and replacement, Illinois Ave (A St to Carver St) and Wall St repair performed by Boler Equipment Service, Inc., for a total cost of \$458,813.00.

Attachments:

A. Memorandum for emergency water main repair

- B. RESOLUTION WITH EXHIBITS - Ratify - Emergency Water Main Repair and Replacement Reso w Exh
- C. Invoice_1021330
- D. Invoice_1021332
- E. Invoice_1021333
- F. Invoice_1021334
- G. Invoice_1021335
- H. Invoice_1021336

Erika Munoz, General Services
Regina Stephenson, General Services
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026
Approved - 1/14/2026
Approved - 1/16/2026
Approved - 1/20/2026
Approved - 1/21/2026
Approved - 1/21/2026
Final Approval - 1/21/2026



MEMORANDUM

TO: Purchasing Department

FROM: Carl Craig, Public Works Director

DATE: January 14, 2026

SUBJECT: Council Resolution – Emergency Water Main Repair and Replacement, Illinois Ave (A St to Carver St) and Wall St Repair – Boler Construction

Purpose

Request Purchasing support to process and route a Council resolution authorizing payment for emergency water main repair and replacement work completed by Boler Construction for the Illinois Ave water main failure (A St to Carver St) and a related emergency repair on Wall St completed during the same period while the contractor was mobilized in the area.

Background and Need

Beginning in December 2025, Utilities experienced repeated failures on the existing water main along Illinois Ave between A St and Carver St. The line broke eight (8) times over approximately a week and a half, creating an immediate threat of a full main collapse, extended outages, property damage, and public safety impacts.

Due to the frequency and escalation of failures, staff determined the condition of the line had deteriorated beyond isolated repair and that continuing spot repairs would not be reliable. Immediate action was necessary to prevent a complete loss of service and to maintain continuous water availability for residents in the affected area.

Staff believes the failure sequence may have been initiated or accelerated following the installation of the new water main on Carver St, which likely increased system pressure in the surrounding area. After the initial break(s) occurred on Illinois Ave, additional breaks developed along other segments of the same line as repair efforts were underway—supporting the conclusion that the existing main was at/near the end of service life and at risk of catastrophic failure.

Work Performed (Illinois Ave – A St to Carver St)

To stabilize the system and prevent a prolonged service interruption, the emergency response included:

- Installation of a new 6-inch water main adjacent to the existing main along Illinois Ave (A St to Carver St)
- Cutover/connection activities as required to place the new main into service
- Installation of new water services to residences along the alignment to restore reliable service and reduce future leak risk
- Coordination of traffic control, safety measures, and restoration associated with emergency excavation and repairs

Related Work Included (Wall St)

During the same timeframe, a nearby water main break occurred on Wall St (small section of line). Because Boler Construction was already mobilized and actively working in the vicinity for the Illinois Ave emergency, Utilities directed Boler to complete the Wall St repair.

The Wall St repair invoice is included in this Council item for payment efficiency and because it was completed as part of the same emergency response period with the same contractor on-site.

Procurement / Emergency Justification

This work meets the criteria for emergency procurement/action due to:

- Immediate threat to continuity of water service for residents,
- Rapidly recurring failures (8 breaks in ~1.5 weeks) indicating imminent collapse risk,
- Need to protect public health and safety, reduce property damage potential, and limit service outages,
- Requirement for rapid mobilization and execution outside normal procurement timeframes.

Funding

Funding source: Utilities Unallocated funds

Total amount not-to-exceed: \$458,813

(Amount includes Illinois Ave replacement work and the Wall St repair invoice.)

Requested Action

Purchasing is requested to:

1. Assist with processing the payment package and verifying required documentation (invoice(s), field documentation, location map, and emergency justification).
2. Route a Council resolution authorizing payment to Boler Construction for the emergency work described above, including the Illinois Ave replacement and Wall St repair completed during the same response period.

Prepared by: Carl Craigo, Public Works Officer, Utilities Department

RESOLUTION NO. _____

**RESOLUTION RATIFYING AND APPROVING
EMERGENCY WATER MAIN REPAIR AND
REPLACEMENT SERVICES BY BOLER EQUIPMENT
SERVICE, INC. FOR A TOTAL COST OF \$458,813.00;
APPROPRIATING AND TRANSFERRING FUNDS;
AND AUTHORIZING PAYMENT FOR SAID REPAIRS**

WHEREAS, a water main located along Illinois Avenue sustained eight (8) separate break events in approximately a week and a half, necessitating an emergency replacement of said water main; and

WHEREAS, during that time, a water main along Wall Street required emergency repair services; and

WHEREAS, Boler Equipment Service, Inc. was the emergency utility contractor called on to perform the emergency water main repair and replacement services; and

WHEREAS, Boler Equipment Service, Inc. agreed to provide the emergency water main repair and replacement for a total cost of \$458,813.00 as shown on the invoices that are collectively attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that the above-referenced damage constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by Tex. Loc. Gov’t Code § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve said emergency water main repair and replacement services provided by Boler Equipment Service, Inc. for a total cost of \$458,813.00;

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

SECTION ONE. That the above-referenced emergency water main repair and replacement services performed by Boler Equipment Service, Inc. at a total cost of \$458,813.00 are hereby ratified and approved.

SECTION TWO. That \$458,813.00 shall be available in the Utilities Fund unappropriated fund balance and will be appropriated and transferred to a project for this

purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Boler Equipment Service, Inc. from available funds in said project account 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-Crump, City Attorney

Boler Equipment Service, Inc.

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021330

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Wall St WO 1

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
2	MISC-H	Traffic Control for local/collector road	3,500.00	7,000.00
1	MISC-H	Job Site Safety	750.00	750.00
20	MISC-H	10" AWWA C-900 DR18	115.00	2,300.00
4	MISC-H	8" AWWA C-900 DR18	95.00	380.00
10	MISC-H	6" AWWA C-900 DR18	85.00	850.00
1	MISC-H	8" GV and Box	3,500.00	3,500.00
1	MISC-H	6" GV and Box	2,830.00	2,830.00
220	MISC-H	DI Fittings	10.00	2,200.00
6	MISC-H	Dresser Coupling	1,400.00	8,400.00
36	MISC-H	2" Asphalt Pavement Repair	65.00	2,340.00
36	MISC-H	Flowable Fill / 2 Sack	130.00	4,680.00

****ALL SALES FINAL****

Subtotal 335,230.00

Payments/Credits 0.00

Sales Tax (0.0%) 0.00

Balance Due 335,230.00

Total 335,230.00

Exhibit "A"

Utility Work Order

Address: WALL ST

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
10" AWWA C-900 DR 18 PVC	20	\$115.00	\$2,300.00	
8" AWWA C-900 DR 18 PVC	4	\$95.00	\$380.00	
6" AWWA C-900 DR 18 PVC	10	\$85.00	\$850.00	
8" Gate Valve & Vault (MJxMJ/FL)	1	\$3,500.00	\$3,500.00	
6" Gate Valve & Box (MJxMJ/FL)	1	\$2,830.00	\$2,830.00	
Ductile Iron Fittings	220	\$10.00	\$2,200.00	
Dresser Coupling	6	\$1,400.00	\$8,400.00	
Asphalt Pavement Repair	36	\$65.00	\$2,340.00	
Flowable Fill / 2-Sack Backfill	36	\$130.00	\$4,680.00	
Job Site Safety	1	\$750.00	\$750.00	
Traffic Control for local/collector road	2	\$3,500.00	\$7,000.00	
TOTAL =	-----	-----	\$35,230.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City): _____ Quantities Agreed (Contractor): _____

initial

date

initial

date

Sketch/Measurements

Boler Equipment Service, Inc.

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021332

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 1

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
4	MISC-H	Traffic Control for local/collector road	3,500.00	14,000.00
4	MISC-H	Job Site Safety	750.00	3,000.00
40	MISC-H	12" AWWA C-900 DR18	130.00	5,200.00
11	MISC-H	6" GV and Box	2,830.00	31,130.00
1	MISC-H	Fire Hydrant Assembly	5,642.00	5,642.00
1,748	MISC-H	DI Fittings	10.00	17,480.00
5	MISC-H	Dresser Coupling	1,400.00	7,000.00
8	MISC-H	6" Tapping Saddle	1,087.00	8,696.00

****ALL SALES FINAL****			Subtotal	\$92,148.00
			Payments/Credits	\$0.00
			Sales Tax (0.0%)	\$0.00
			Balance Due	\$92,148.00
			Total	\$92,148.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
12" AWWA C-900 DR 18 PVC	40	\$130.00	\$5,200.00	
6" Gate Valve & Box (MJxMJ/FL)	11	\$2,830.00	\$31,130.00	
Fire Hydrant Assembly	1	\$5,642.00	\$5,642.00	
Ductile Iron Fittings	1748	\$10.00	\$17,480.00	
Dresser Coupling	5	\$1,400.00	\$7,000.00	
6" Tapping Saddle	8	\$1,087.00	\$8,696.00	
Job Site Safety	4	\$750.00	\$3,000.00	
Traffic Control for local/collector road	4	\$3,500.00	\$14,000.00	
TOTAL =	-----	-----	\$92,148.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City): _____ Quantities Agreed (Contractor): _____

initial

date

initial

date

Sketch/Measurements

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021333

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 2

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
1,150	MISC-H	6" AWWA C-900 DR18	85.00	97,750.00

ALL SALES FINAL

Subtotal	\$97,750.00
Payments/Credits	\$0.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$97,750.00
Total	\$97,750.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
6" AWWA C-900 DR 18 PVC	1150	\$85.00	\$97,750.00	
TOTAL =	_____	_____	\$97,750.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City): _____ Quantities Agreed (Contractor): _____

initial	date
---------	------

Quantities Agreed (Contractor):

initial date

Sketch/Measurements

Boler Equipment Service, Inc.

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021334

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 3

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
535	MISC-H	6" AWWA C-900 DR18	85.00	45,475.00
5	MISC-H	1" Water Service Connection Long (>20')	2,000.00	10,000.00
2	MISC-H	1" Water Service Connection Short (<20')	2,000.00	4,000.00
1,685	MISC-H	Open Trenching of Water Main (0-5')	15.00	25,275.00
24	MISC-H	4" Concrete Sidewalk Repair	120.00	2,880.00

****ALL SALES FINAL****

Subtotal \$87,630.00

Payments/Credits \$0.00

Sales Tax (0.0%) \$0.00

Balance Due \$87,630.00

Total \$87,630.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete:

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
6" AWWA C-900 DR 18 PVC	535	\$85.00	\$45,475.00	
1" Water Service Connection Long (>20')	5	\$2,000.00	\$10,000.00	
1" Water Service Connection Short (<20')	2	\$2,000.00	\$4,000.00	
Open Trenching of Water Main (0-5')	1685	\$15.00	\$25,275.00	
4" Concrete Sidewalk Repair	24	\$120.00	\$2,880.00	
TOTAL =			\$87,630.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City):

Quantities Agreed (Contractor):

initial

date

initial

date

Sketch/Measurements

432-694-0660

Date	Invoice #
12/31/2025	1021335

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 4

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
749	MISC-H	2" Asphalt Pavement Repair	65.00	48,685.00

****ALL SALES FINAL****

Subtotal	\$48,685.00
Payments/Credits	\$0.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$48,685.00
Total	\$48,685.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
2" Asphalt Pavement Repair	749	\$65.00	\$48,685.00	
TOTAL =	-----	-----	\$48,685.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City): _____ Quantities Agreed (Contractor): _____
initial date initial date

Sketch/Measurements

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021336

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 5

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
749	MISC-H	Flowable Fill / 2 Sack	130.00	97,370.00

****ALL SALES FINAL****	Subtotal	\$97,370.00
	Payments/Credits	\$0.00
	Sales Tax (0.0%)	\$0.00
	Balance Due	\$97,370.00
	Total	\$97,370.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
Flowable Fill/2 Sack	749	\$130.00	\$97,370.00	
TOTAL =	_____	_____	\$97,370.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): **Boler Equipment Service, Inc.**

Quantities verified (City):

Quantities Agreed (Contractor):

initial

date

initial

date

Sketch/Measurements

Boler Equipment Service, Inc.

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021330

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Wall St WO 1

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
2	MISC-H	Traffic Control for local/collector road	3,500.00	7,000.00
1	MISC-H	Job Site Safety	750.00	750.00
20	MISC-H	10" AWWA C-900 DR18	115.00	2,300.00
4	MISC-H	8" AWWA C-900 DR18	95.00	380.00
10	MISC-H	6" AWWA C-900 DR18	85.00	850.00
1	MISC-H	8" GV and Box	3,500.00	3,500.00
1	MISC-H	6" GV and Box	2,830.00	2,830.00
220	MISC-H	DI Fittings	10.00	2,200.00
6	MISC-H	Dresser Coupling	1,400.00	8,400.00
36	MISC-H	2" Asphalt Pavement Repair	65.00	2,340.00
36	MISC-H	Flowable Fill / 2 Sack	130.00	4,680.00

****ALL SALES FINAL****

Subtotal \$35,230.00

Payments/Credits \$0.00

Sales Tax (0.0%) \$0.00

Balance Due \$35,230.00

Total \$35,230.00

Utility Work Order

Address: WALL ST

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
10" AWWA C-900 DR 18 PVC	20	\$115.00	\$2,300.00	
8" AWWA C-900 DR 18 PVC	4	\$95.00	\$380.00	
6" AWWA C-900 DR 18 PVC	10	\$85.00	\$850.00	
8" Gate Valve & Vault (MJxMJ/FL)	1	\$3,500.00	\$3,500.00	
6" Gate Valve & Box (MJxMJ/FL)	1	\$2,830.00	\$2,830.00	
Ductile Iron Fittings	220	\$10.00	\$2,200.00	
Dresser Coupling	6	\$1,400.00	\$8,400.00	
Asphalt Pavement Repair	36	\$65.00	\$2,340.00	
Flowable Fill / 2-Sack Backfill	36	\$130.00	\$4,680.00	
Job Site Safety	1	\$750.00	\$750.00	
Traffic Control for local/collector road	2	\$3,500.00	\$7,000.00	
TOTAL =	-----	-----	\$35,230.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City): _____ Quantities Agreed (Contractor): _____

initial

date

initial

date

Sketch/Measurements

Boler Equipment Service, Inc.

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021332

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 1

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
4	MISC-H	Traffic Control for local/collector road	3,500.00	14,000.00
4	MISC-H	Job Site Safety	750.00	3,000.00
40	MISC-H	12" AWWA C-900 DR18	130.00	5,200.00
11	MISC-H	6" GV and Box	2,830.00	31,130.00
1	MISC-H	Fire Hydrant Assembly	5,642.00	5,642.00
1,748	MISC-H	DI Fittings	10.00	17,480.00
5	MISC-H	Dresser Coupling	1,400.00	7,000.00
8	MISC-H	6" Tapping Saddle	1,087.00	8,696.00

****ALL SALES FINAL****			Subtotal	\$92,148.00
			Payments/Credits	\$0.00
			Sales Tax (0.0%)	\$0.00
			Balance Due	\$92,148.00
			Total	\$92,148.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
12" AWWA C-900 DR 18 PVC	40	\$130.00	\$5,200.00	
6" Gate Valve & Box (MJxMJ/FL)	11	\$2,830.00	\$31,130.00	
Fire Hydrant Assembly	1	\$5,642.00	\$5,642.00	
Ductile Iron Fittings	1748	\$10.00	\$17,480.00	
Dresser Coupling	5	\$1,400.00	\$7,000.00	
6" Tapping Saddle	8	\$1,087.00	\$8,696.00	
Job Site Safety	4	\$750.00	\$3,000.00	
Traffic Control for local/collector road	4	\$3,500.00	\$14,000.00	
TOTAL =	-----	-----	\$92,148.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City):

initial

date

Quantities Agreed (Contractor):

initial

date

Sketch/Measurements

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021333

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 2

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
1,150	MISC-H	6" AWWA C-900 DR18	85.00	97,750.00

ALL SALES FINAL

Subtotal	\$97,750.00
Payments/Credits	\$0.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$97,750.00
Total	\$97,750.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
6" AWWA C-900 DR 18 PVC	1150	\$85.00	\$97,750.00	
TOTAL =	—	—	\$97,750.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City):

Quantities Agreed (Contractor):

initial	date
---------	------

initial date

Sketch/Measurements

Boler Equipment Service, Inc.

P.O. Box 80428
Midland, TX 79708

432-694-0660

Invoice

Date	Invoice #
12/31/2025	1021334

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 3

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
535	MISC-H	6" AWWA C-900 DR18	85.00	45,475.00
5	MISC-H	1" Water Service Connection Long (>20')	2,000.00	10,000.00
2	MISC-H	1" Water Service Connection Short (<20')	2,000.00	4,000.00
1,685	MISC-H	Open Trenching of Water Main (0-5')	15.00	25,275.00
24	MISC-H	4" Concrete Sidewalk Repair	120.00	2,880.00

****ALL SALES FINAL****

Subtotal	\$87,630.00
Payments/Credits	\$0.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$87,630.00
Total	\$87,630.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete:

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
6" AWWA C-900 DR 18 PVC	535	\$85.00	\$45,475.00	
1" Water Service Connection Long (>20')	5	\$2,000.00	\$10,000.00	
1" Water Service Connection Short (<20')	2	\$2,000.00	\$4,000.00	
Open Trenching of Water Main (0-5')	1685	\$15.00	\$25,275.00	
4" Concrete Sidewalk Repair	24	\$120.00	\$2,880.00	
TOTAL =			\$87,630.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City):

Quantities Agreed (Contractor):

initial

date

initial

date

Sketch/Measurements

432-694-0660

Date	Invoice #
12/31/2025	1021335

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 4

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
749	MISC-H	2" Asphalt Pavement Repair	65.00	48,685.00

****ALL SALES FINAL****

Subtotal	\$48,685.00
Payments/Credits	\$0.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$48,685.00
Total	\$48,685.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
2" Asphalt Pavement Repair	749	\$65.00	\$48,685.00	
TOTAL =	-----	-----	\$48,685.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City): _____ Quantities Agreed (Contractor): _____

initial	date
---------	------

Quantities Agreed (Contractor):

initial date

Sketch/Measurements

P.O. Box 80428
Midland, TX 79708

Invoice

Date	Invoice #
12/31/2025	1021336

Bill To
City of Midland Service Center P.O. Box 1152 Midland, Tx 79702

Ship To
ATTN: Natalie Burgard EMERGENCY WATERLINE Illinois Ave WO 5

Project Number	Terms	Due Date	Date of Service
	DUE ON RECEIPT	12/31/2025	12/31/2025

Quantity	Item Code	Description	Price Each	Amount
749	MISC-H	Flowable Fill / 2 Sack	130.00	97,370.00

ALL SALES FINAL

Subtotal	\$97,370.00
Payments/Credits	\$0.00
Sales Tax (0.0%)	\$0.00
Balance Due	\$97,370.00
Total	\$97,370.00

Utility Work Order

Address: ILLINOIS AVE

Start Date: December 2025

Completion Date: December 2025

GIS Sketch Complete: _____

Description of work: Water line improvements

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
Flowable Fill/2 Sack	749	\$130.00	\$97,370.00	
TOTAL =	_____	_____	\$97,370.00	

(Attach concrete/asphalt tickets)

Contractor Name (Print): Boler Equipment Service, Inc.

Quantities verified (City):

Quantities Agreed (Contractor):

initial

date

initial

date

Sketch/Measurements



City Council Meeting

Item Number: 9.
Meeting Date: January 27, 2026
To: City Council
From:
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE, 24-MONTH SUBSCRIPTION CONTRACT WITH FLOCK GROUP, INC. FOR A LICENSE PLATE RECOGNITION CAMERA SYSTEM AND ASSOCIATED SOFTWARE AT AN ANNUAL COST OF \$225,500.00; AND AUTHORIZING PAYMENT

Purpose:

Resolution authorizing the sole-source renewal for 24-month term and co-termination of Flock Safety license plate recognition (LPR) camera subscriptions for a total of 73 cameras under a single agreement from Flock Safety Inc. dba Flock Safety for an annual amount of \$225,500.00.

Recommended Action:

Approve

Fiscal Impact:

The annual subscription amount is \$225,500 (billed annually) for the 24-month renewal term. Funding is available in ITSD Tech Fund.

Strategic Priority:

SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

Staff recommends authorizing the sole-source renewal for 24-month term and co-termination of Flock Safety license plate recognition (LPR) camera subscriptions for a total of 73 cameras under a single agreement from Flock Safety Inc. dba Flock Safety. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Gorgeese Eskander, Chief Information Officer, for additional information.

Therefore, please consider a resolution authorizing the sole-source renewal for 24-month term and co-termination of Flock Safety license plate recognition (LPR) camera subscriptions for a total of 73 cameras under a single agreement from Flock Safety Inc. dba Flock Safety for an annual amount of \$225,500.00.

Attachments:

- A. MEMO - Flock Safety Co-Term Renewal
- B. RESOLUTION WITH EXHIBITS - Sole Source Contract - Flock LPR Cameras and Subscription Reso w Exh
- C. Flock Sole Source
- D. 26002332 Contract (Final)

Erika Munoz, General Services
Regina Stephenson, General Services
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026
Approved - 1/14/2026
Approved - 1/16/2026
Approved - 1/20/2026
Approved - 1/21/2026
Approved - 1/21/2026
Final Approval - 1/21/2026



City Council Agenda Item

MEETING DATE: 01/13/2026

TO: Erika Munoz, Assistant General Services Director

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution authorizing the sole-source renewal and co-termination of Flock Safety license plate recognition (LPR) camera subscriptions for a total of 73 cameras under a single agreement from Flock Safety Inc.

Purpose:

Consider a resolution authorizing the renewal of Flock Safety LPR camera subscriptions for a 24-month term, consolidating four existing agreements into one co-termed agreement to simplify tracking, budgeting, and contract administration.

Discussion:

The Police Department currently utilizes Flock Safety LPR cameras citywide to support investigations, recover stolen vehicles, and enhance situational awareness. The system captures license plates and key vehicle descriptors (e.g., plate state, vehicle make/model, color, and other identifying characteristics) to help staff quickly locate vehicles of interest.

This action renews subscriptions for 73 total cameras (71 fixed LPR cameras and 2 portable/flex LPR cameras) under a single 24-month agreement. This renewal also co-terms four prior agreements into one consolidated term for easier ongoing management. Per the renewal order form, previously executed agreements will be brought coterminous, and any overlap may be handled through a pro-rated credit as applicable.

The attached renewal quote reflects a 24-month term (effective 1/15/2026–1/14/2028) and is billed annually.

Fiscal Impact

The annual subscription amount is \$225,500 (billed annually) for the 24-month renewal term. Funding is available in ITSD Tech Fund.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A SOLE-SOURCE, 24-MONTH SUBSCRIPTION
CONTRACT WITH FLOCK GROUP, INC. FOR A
LICENSE PLATE RECOGNITION CAMERA SYSTEM
AND ASSOCIATED SOFTWARE AT AN ANNUAL
COST OF \$225,500.00; AND AUTHORIZING
PAYMENT**

WHEREAS, the Midland Police Department utilizes a license plate recognition camera system throughout the City of Midland to support criminal investigations, recover stolen vehicles, and enhance situational awareness; and

WHEREAS, said license plate recognition camera system and its associated software is provided by Flock Group, Inc., is proprietary in nature, and available only from Flock Group, Inc.; and

WHEREAS, Flock Group, Inc. has agreed to support the City's use of said license plate recognition camera system and associated software for an annual cost of \$225,500.00; and

WHEREAS, Flock Group, Inc. is the sole provider of said license plate recognition camera system and associated software; and

WHEREAS, the City Council finds the price proposed for a 24-month subscription to said license plate recognition camera system and associated software to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a sole-source, 24-month subscription contract with Flock Group, Inc. for said license plate recognition camera system and associated software;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source, 24-month subscription contract with Flock Group, Inc. for a license plate recognition camera system and associated software at an annual cost of \$225,500.00. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Flock Group, Inc. in accordance with the provisions of the above-referenced contract from available funds in the ITSD Tech Fund upon receipt of proper invoices or statements approved by the City Manager or his designee.

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



THE CITY OF MIDLAND CONTRACT

Contract No. 26002332

THIS CONTRACT, effective the 14th day of January, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Flock Group, Inc. dba Flock Safety, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Annual Proposal:\$ 225,500.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for Flock Safety license plate recognition (LPR) camera subscriptions for a total of 73 cameras. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Intentionally Omitted

EXHIBIT D..... Wage Scale

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

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

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 30 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least sixty (60) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Notary Public, State of _____

Exhibit A

Flock Safety + TX - Midland PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Hayden Webb
hayden.webb@flocksafety.com
+12106873559

Quote Number: Q-173878
Expiration Date: 12/12/2025



EXHIBIT A
ORDER FORM

Customer: TX - Midland PD
Legal Entity Name: TX - Midland PD
Accounts Payable Email: accountspayable2@midlandtexas.gov
Address: 601 North Loraine Street Midland, Texas 79701

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$225,500.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	71	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included
Flock Safety Platform Add Ons			
Additional Battery Pack	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$225,500.00
Annual Recurring Subtotal:	\$225,500.00
Discounts:	\$5,000.00
Estimated Tax:	\$0.00
Contract Total:	\$451,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• This term shall be effective 1/15/2026 - 1/14/2028.

This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$225,500.00
Annual Recurring after Year 1	\$225,500.00
Contract Total	\$451,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade LPR cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Additional Battery Pack	External battery pack attachment utilized to extend the life of Flock Products

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. .

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Midland PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

"General Decision Number: TX20250002 09/19/2025

Superseded General Decision Number: TX20240002

State: Texas

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification Number Publication Date
0 01/03/2025

1

09/19/2025

* SUTX2011-002 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving & Structures)...\$ 13.55 **

ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36 **

Structures.....\$ 13.52 **

LABORER

Asphalt Raker.....\$ 12.28 **

Flagger.....\$ 9.30 **

Laborer, Common.....\$ 10.30 **

Laborer, Utility.....\$ 11.80 **

Work Zone Barricade

Servicer.....\$ 10.30 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87 **

Asphalt Paving Machine.....\$ 13.40 **

Broom and Sweeper.....\$ 11.21 **

Crane, Lattice Boom 80

Tons or Less.....\$ 16.82 **

Crawler Tractor Operator....\$ 13.96 **

Excavator, 50,000 lbs or

less.....\$ 13.46 **

Front End Loader Operator,

Over 3 CY.....\$ 12.77 **

Front End Loader, 3CY or

less.....\$ 12.28 **

Loader/Backhoe.....\$ 14.18 **

Mechanic.....\$ 20.14

Milling Machine.....\$ 15.54 **

Motor Grader, Rough.....\$ 16.15 **

Motor Grader, Fine.....\$ 17.49 **

Pavement Marking Machine....\$ 16.42 **

Reclaimer/Pulverizer.....\$ 12.85 **

Roller, Asphalt.....\$ 10.95 **

Roller, Other.....\$ 10.36 **

Scraper.....\$ 10.61 **

Spreader Box.....\$ 12.60 **

Servicer.....\$ 13.98 **

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

TRUCK DRIVER

Lowboy-Float.....\$ 14.46 **

Single Axle.....\$ 12.74 **

Single or Tandem Axle Dump..\$ 11.33 **

Tandem Axle Tractor with

Semi.....\$ 12.49 **

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

Addendum to City of Midland Contract No. 26002332

This Addendum (“*Addendum*”) is entered into by and between Flock Group, Inc., with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”), and the City of Midland, Texas (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Addendum is effective as of the date of mutual execution (“*Effective Date*”) and serves to incorporate specific provisions contained herein into City of Midland Contract No. 26002332 (the “*City Contract*”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”); and

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to incorporate the following provisions into the City Contract, thereby enhancing the contractual framework with specific terms related to software and technology services provided by Flock:

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the City Contract, Order Form (the form of which is attached as Exhibit A), this Addendum, and any document referenced in section 11.4, all of which shall be physically attached hereto and incorporated herein. Any document referenced herein by name or hyperlink shall not be considered to be incorporated into the Agreement unless such document is physically attached as an exhibit hereto. The Parties will execute an Order Form describing the Flock Services to be performed and the period for performance.

1.2 “**Training Data**” means a small fraction of images captured by the Flock Services, which are stripped of all metadata and identifying information, and used solely for the limited purpose of improving the Flock Services through machine learning.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to the Agreement.

1.4 “**City Contract**” means City of Midland Contract No. 26002332.

1.5 “**Customer Data**” means the images, audio and/or video segments made available to Customer through the Web Interface in connection with the Flock Services, together with the metadata associated with that Customer’s use of the Flock Services (*e.g.*, license plate number, timestamp of capture, and geospatial coordinates). For clarity, Customer Data does not include the underlying raw Footage captured by the Flock Hardware or any Flock IP (as defined in Section 1.11).

1.6 “**Customer Generated Data**” means any content submitted by Customer through the Flock Services, including but not limited to text, images, data, feedback, suggestions, and other materials, whether provided directly or indirectly by the Customer during their use of the Services.

1.7. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.8 “**Effective Date**” means the date the Agreement is mutually executed (valid and enforceable) by both Parties.

1.9 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.10 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.11 “**Flock IP**” means the Flock Services, the Embedded Software, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including, but not limited to, Flock’s technology, patents, trade secrets, trademarks, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock IP also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of the Flock IP.

1.12 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, and video.

1.13 “**Footage**” means still images, video, audio, and other raw data captured by the Flock Hardware or Customer Hardware via the Flock Services.

1.14 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.15 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.16 “**Permitted Purpose**” means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; compliance with applicable law, and prevention of commercial harm, to the extent permitted by law.

1.17 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form.

1.18 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the Services are operational.

1.19 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services. For clarity, the Web Interface does not include APIs, or any other automated, programmatic data transfer method.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for use by Customer and Authorized End Users. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer

Data in any alternative form, format, or transmission method outside of the Web Interface. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users and shall undertake reasonable efforts to ensure that all Authorized End Users comply with the applicable provisions of the Agreement.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if: (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock

Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under the Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in the Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of the Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "**Customer Obligations**").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with the Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Customer grants Flock a limited, non-exclusive, worldwide, royalty-free license to process Customer Generated Data, as needed, to provide, maintain, and improve the Flock Services. Flock does not claim ownership of, and will not sell, Customer Generated Data. Customer acknowledges that Flock has no obligation to monitor or enforce any intellectual property rights in such data. Flock retains sole discretion to determine the method, timing, format, and medium of access or delivery.

4.3 Training Data. Customer grants Flock a non-exclusive, worldwide, perpetual, royalty-free license to use Training Data solely to improve Flock Services. This includes training machine learning algorithms and supporting diagnostic and corrective efforts necessary for continuity of Flock Services. All Training Data is used internally to enhance recognition of vehicles, objects, and descriptions. For example, Flock may use de-identified images of a newly released car to help distinguish it from similar vehicles. These images are never sold or shared with third parties. To safeguard privacy, Training Data is maintained separately and is never combined in a manner that would render it personally identifiable. Use of such data is critical to ensuring the accuracy and effectiveness of Flock Services.

4.4 Data Distribution.

Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of the Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in the Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order or in accordance with the provisions

of the Texas Public Information Act, as amended, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of the Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by the Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder; (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Customer Data. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Customer Data to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce the Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of the Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, the Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing or any other conflicting provision in the Agreement, Customer retains the right to terminate the Agreement in accordance with Section 27 of the City Contract, in which case Flock shall refund Customer a pro-rata portion of the pre-paid fees for the Services not received due to such termination.

7.2 Termination. Upon termination or expiration of the Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of the Agreement, the non-breaching Party may terminate the Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that the Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate the Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Applicability. Certain provisions of this Section 8 apply only where the Customer has licensed Flock Hardware as part of the Flock Services. Where Customer purchases only software or cloud-based Flock Services, this Section 8 does not create or confer any warranty, remedy, or obligation with respect to Flock Hardware, and any language referencing Flock Hardware shall not apply.

8.2 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.3 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.4 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.5 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.2 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER’S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.6 Insurance. Flock will maintain during the Term all insurance policies listed in Exhibit B and the City Contract. All insurance policies purchased and maintained by Flock pursuant to the

Agreement shall name the City of Midland as an additional insured and provide for a waiver of subrogation in favor of the City of Midland.

8.7 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR CUSTOMER DATA; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. To the extent authorized by law, each Party to the Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under the Agreement. To the extent authorized by law, each Party to the Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of the Agreement; or (ii) any damage or injury

to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Applicability. Certain provisions of this Section 10 apply only where Customer has licensed Flock Hardware as part of the Flock Services. Where Customer purchases only software or cloud-based Flock Services, this Section 10 does not create or confer any rights or obligations with respect to the Flock Hardware, Installation Services, or Deployment Plans, and any language referencing such Flock Hardware, Installation Services, or Deployment Plans shall not apply.

10.2 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of the Agreement, except as otherwise specifically set forth in the Agreement. Except as otherwise expressly stated in the Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and the Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.3 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.4 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule, which is attached hereto as Exhibit C and incorporated herein for all purposes.

10.5 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.6 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of the Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under the Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under the Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s) and requests submitted under the Texas Public Information Act, as amended.

11.2 Severability. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.

11.3 Assignment. The Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign the Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. The Agreement, together with the Order Form(s), [the City](#) Contract, this Addendum, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of the Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to the terms of the Agreement. In the event of any conflict of terms found in various documents comprising the Agreement, the terms of the City Contract shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. The Agreement shall be governed by the laws of the state of Texas without regard to conflict of law principles. The Parties hereto agree that sole, exclusive, and mandatory venue for any disputes arising from or connected in any way to the Agreement shall be

in the district courts of Midland County, Texas. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from the Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of the Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of the Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in the Agreement shall be construed as conferring on any Party any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of the Agreement represent that they understand the Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between the Agreement and any applicable statement of work, or Customer purchase order, the Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of the Agreement, all obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate the Agreement for non-appropriation with thirty (30) days' written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT A
Order Form

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of the Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Privacy controls to enable certain vehicles to “opt-out” of being captured on film
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution

Thank you,



Garrett Langley
CEO, Flock Safety



THE CITY OF MIDLAND

CONTRACT

Contract No. 26002332

THIS CONTRACT, effective the 14th day of January, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Flock Group, Inc. dba Flock Safety, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Annual Proposal:\$ 225,500.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for Flock Safety license plate recognition (LPR) camera subscriptions for a total of 73 cameras. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Intentionally Omitted

EXHIBIT D..... Wage Scale

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

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

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 30 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least sixty (60) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Notary Public, State of _____

Exhibit A

Flock Safety + TX - Midland PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Hayden Webb
hayden.webb@flocksafety.com
+12106873559

Quote Number: Q-173878
Expiration Date: 12/12/2025



EXHIBIT A
ORDER FORM

Customer: TX - Midland PD
Legal Entity Name: TX - Midland PD
Accounts Payable Email: accountspayable2@midlandtexas.gov
Address: 601 North Loraine Street Midland, Texas 79701

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$225,500.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	71	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included
Flock Safety Platform Add Ons			
Additional Battery Pack	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$225,500.00
Annual Recurring Subtotal:	\$225,500.00
Discounts:	\$5,000.00
Estimated Tax:	\$0.00
Contract Total:	\$451,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• This term shall be effective 1/15/2026 - 1/14/2028.

This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$225,500.00
Annual Recurring after Year 1	\$225,500.00
Contract Total	\$451,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$5,000.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade LPR cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Additional Battery Pack	External battery pack attachment utilized to extend the life of Flock Products

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. .

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Midland PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

"General Decision Number: TX20250002 09/19/2025

Superseded General Decision Number: TX20240002

State: Texas

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification Number Publication Date
0 01/03/2025

1

09/19/2025

* SUTX2011-002 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving & Structures)...\$ 13.55 **

ELECTRICIAN.....\$ 20.96

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.36 **

Structures.....\$ 13.52 **

LABORER

Asphalt Raker.....\$ 12.28 **

Flagger.....\$ 9.30 **

Laborer, Common.....\$ 10.30 **

Laborer, Utility.....\$ 11.80 **

Work Zone Barricade

Servicer.....\$ 10.30 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributer.....\$ 14.87 **

Asphalt Paving Machine.....\$ 13.40 **

Broom and Sweeper.....\$ 11.21 **

Crane, Lattice Boom 80

Tons or Less.....\$ 16.82 **

Crawler Tractor Operator....\$ 13.96 **

Excavator, 50,000 lbs or

less.....\$ 13.46 **

Front End Loader Operator,

Over 3 CY.....\$ 12.77 **

Front End Loader, 3CY or

less.....\$ 12.28 **

Loader/Backhoe.....\$ 14.18 **

Mechanic.....\$ 20.14

Milling Machine.....\$ 15.54 **

Motor Grader, Rough.....\$ 16.15 **

Motor Grader, Fine.....\$ 17.49 **

Pavement Marking Machine....\$ 16.42 **

Reclaimer/Pulverizer.....\$ 12.85 **

Roller, Asphalt.....\$ 10.95 **

Roller, Other.....\$ 10.36 **

Scraper.....\$ 10.61 **

Spreader Box.....\$ 12.60 **

Servicer.....\$ 13.98 **

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

TRUCK DRIVER

Lowboy-Float.....\$ 14.46 **

Single Axle.....\$ 12.74 **

Single or Tandem Axle Dump..\$ 11.33 **

Tandem Axle Tractor with

Semi.....\$ 12.49 **

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

Addendum to City of Midland Contract No. 26002332

This Addendum (“*Addendum*”) is entered into by and between Flock Group, Inc., with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”), and the City of Midland, Texas (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Addendum is effective as of the date of mutual execution (“*Effective Date*”) and serves to incorporate specific provisions contained herein into City of Midland Contract No. 26002332 (the “*City Contract*”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”); and

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to incorporate the following provisions into the City Contract, thereby enhancing the contractual framework with specific terms related to software and technology services provided by Flock:

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the City Contract, Order Form (the form of which is attached as Exhibit A), this Addendum, and any document referenced in section 11.4, all of which shall be physically attached hereto and incorporated herein. Any document referenced herein by name or hyperlink shall not be considered to be incorporated into the Agreement unless such document is physically attached as an exhibit hereto. The Parties will execute an Order Form describing the Flock Services to be performed and the period for performance.

1.2 “**Training Data**” means a small fraction of images captured by the Flock Services, which are stripped of all metadata and identifying information, and used solely for the limited purpose of improving the Flock Services through machine learning.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to the Agreement.

1.4 “**City Contract**” means City of Midland Contract No. 26002332.

1.5 “**Customer Data**” means the images, audio and/or video segments made available to Customer through the Web Interface in connection with the Flock Services, together with the metadata associated with that Customer’s use of the Flock Services (*e.g.*, license plate number, timestamp of capture, and geospatial coordinates). For clarity, Customer Data does not include the underlying raw Footage captured by the Flock Hardware or any Flock IP (as defined in Section 1.11).

1.6 “**Customer Generated Data**” means any content submitted by Customer through the Flock Services, including but not limited to text, images, data, feedback, suggestions, and other materials, whether provided directly or indirectly by the Customer during their use of the Services.

1.7. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.8 “**Effective Date**” means the date the Agreement is mutually executed (valid and enforceable) by both Parties.

1.9 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.10 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.11 “**Flock IP**” means the Flock Services, the Embedded Software, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including, but not limited to, Flock’s technology, patents, trade secrets, trademarks, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock IP also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of the Flock IP.

1.12 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, and video.

1.13 “**Footage**” means still images, video, audio, and other raw data captured by the Flock Hardware or Customer Hardware via the Flock Services.

1.14 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.15 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.16 “**Permitted Purpose**” means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; compliance with applicable law, and prevention of commercial harm, to the extent permitted by law.

1.17 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form.

1.18 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the Services are operational.

1.19 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services. For clarity, the Web Interface does not include APIs, or any other automated, programmatic data transfer method.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for use by Customer and Authorized End Users. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer

Data in any alternative form, format, or transmission method outside of the Web Interface. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users and shall undertake reasonable efforts to ensure that all Authorized End Users comply with the applicable provisions of the Agreement.

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if: (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock

Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under the Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in the Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of the Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as "**Customer Obligations**").

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with the Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Customer grants Flock a limited, non-exclusive, worldwide, royalty-free license to process Customer Generated Data, as needed, to provide, maintain, and improve the Flock Services. Flock does not claim ownership of, and will not sell, Customer Generated Data. Customer acknowledges that Flock has no obligation to monitor or enforce any intellectual property rights in such data. Flock retains sole discretion to determine the method, timing, format, and medium of access or delivery.

4.3 Training Data. Customer grants Flock a non-exclusive, worldwide, perpetual, royalty-free license to use Training Data solely to improve Flock Services. This includes training machine learning algorithms and supporting diagnostic and corrective efforts necessary for continuity of Flock Services. All Training Data is used internally to enhance recognition of vehicles, objects, and descriptions. For example, Flock may use de-identified images of a newly released car to help distinguish it from similar vehicles. These images are never sold or shared with third parties. To safeguard privacy, Training Data is maintained separately and is never combined in a manner that would render it personally identifiable. Use of such data is critical to ensuring the accuracy and effectiveness of Flock Services.

4.4 Data Distribution.

Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of the Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in the Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order or in accordance with the provisions

of the Texas Public Information Act, as amended, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of the Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by the Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder; (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Customer Data. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Customer Data to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce the Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of the Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, the Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing or any other conflicting provision in the Agreement, Customer retains the right to terminate the Agreement in accordance with Section 27 of the City Contract, in which case Flock shall refund Customer a pro-rata portion of the pre-paid fees for the Services not received due to such termination.

7.2 Termination. Upon termination or expiration of the Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of the Agreement, the non-breaching Party may terminate the Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that the Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate the Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Applicability. Certain provisions of this Section 8 apply only where the Customer has licensed Flock Hardware as part of the Flock Services. Where Customer purchases only software or cloud-based Flock Services, this Section 8 does not create or confer any warranty, remedy, or obligation with respect to Flock Hardware, and any language referencing Flock Hardware shall not apply.

8.2 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.3 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.4 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.5 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.2 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER’S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.6 Insurance. Flock will maintain during the Term all insurance policies listed in Exhibit B and the City Contract. All insurance policies purchased and maintained by Flock pursuant to the

Agreement shall name the City of Midland as an additional insured and provide for a waiver of subrogation in favor of the City of Midland.

8.7 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR CUSTOMER DATA; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. To the extent authorized by law, each Party to the Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under the Agreement. To the extent authorized by law, each Party to the Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of the Agreement; or (ii) any damage or injury

to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Applicability. Certain provisions of this Section 10 apply only where Customer has licensed Flock Hardware as part of the Flock Services. Where Customer purchases only software or cloud-based Flock Services, this Section 10 does not create or confer any rights or obligations with respect to the Flock Hardware, Installation Services, or Deployment Plans, and any language referencing such Flock Hardware, Installation Services, or Deployment Plans shall not apply.

10.2 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of the Agreement, except as otherwise specifically set forth in the Agreement. Except as otherwise expressly stated in the Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and the Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.3 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.4 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule, which is attached hereto as Exhibit C and incorporated herein for all purposes.

10.5 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.6 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of the Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under the Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under the Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s) and requests submitted under the Texas Public Information Act, as amended.

11.2 Severability. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.

11.3 Assignment. The Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign the Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. The Agreement, together with the Order Form(s), [the City](#) Contract, this Addendum, and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of the Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to the terms of the Agreement. In the event of any conflict of terms found in various documents comprising the Agreement, the terms of the City Contract shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. The Agreement shall be governed by the laws of the state of Texas without regard to conflict of law principles. The Parties hereto agree that sole, exclusive, and mandatory venue for any disputes arising from or connected in any way to the Agreement shall be

in the district courts of Midland County, Texas. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from the Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of the Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of the Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in the Agreement shall be construed as conferring on any Party any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of the Agreement represent that they understand the Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between the Agreement and any applicable statement of work, or Customer purchase order, the Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of the Agreement, all obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate the Agreement for non-appropriation with thirty (30) days' written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT A
Order Form

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of the Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



City Council Meeting

Item Number: 10.
Meeting Date: January 27, 2026
To: City Council
From: Justine Ruff, Airport Director
Subject: MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 14 TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL; SAID AMENDMENT PROVIDING THE FOLLOWING APPROPRIATIONS FROM THE AIRPORT OPERATING FUND UNAPPROPRIATED FUND BALANCE: (1) \$763,076.00 TO THE DESIGN PHASE OF THE REHABILITATE AIR CARRIER TAXIWAYS ASPHALT PAVEMENT PROJECT AT MIDLAND INTERNATIONAL AIR & SPACEPORT; (2) \$170,755.00 TO THE SPACEPORT BUSINESS PARK ENVIRONMENTAL PROJECT (900111); AND (3) \$100,000.00 TO THE MAF PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS AT MIDLAND INTERNATIONAL AIR & SPACEPORT

Purpose:

To appropriate money to the following projects:

1. Design/Bidding phase of the Rehabilitate Air Carrier Taxiways Asphalt Pavement Project at Midland International Air & SpacePort
2. Spaceport Business Park Environmental at Midland International Air & Spaceport
3. MAF Passenger Facility Charge Applications and Amendments at Midland International Air & Spaceport

Recommended Action:

Approve

Fiscal Impact:**Rehabilitate Air Carrier Taxiways Asphalt Pavement (Mill & Inlay)**

City/Airport Design Phase (90% reimbursable by future grant) \$ 763,976.00
Total \$ 763,976.00

Breakout of Costs

Design Phase Airport Admin Costs (Audit, etc.)	\$ 15,000.00
Preliminary Engineering Report Phase Fee	\$ 108,237.00
Preliminary Design Phase Fee	\$ 185,681.00
Final Design Phase Fee	\$ 216,948.00
Bidding Phase Fee	\$ 57,210.00

Design Phase Geotechnical Testing	\$ 50,000.00
Design Phase Surveying	\$ 100,000.00
Design Phase Hourly and Reimbursable costs	\$ <u>30,000.00</u>
Total Design/Bidding Phase Appropriation	\$ 763,076.00

Appropriation Language:

\$763,076.00 will be appropriated from the Airport Operating Fund unappropriated fund balance and transferred to a project for stated purpose.

Spaceport Business Park Environmental (#900111)

City/Airport 100%	\$ 170,755.00
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Breakout of Costs

Sub-Consultant Services (Terracon)	\$ 160,755.00
Parkhill services for review of Terracon reports, TCEQ response letters, surveying	\$ <u>10,000.00</u>
Total Appropriation	\$ 170,755.00

Appropriation Language:

\$170,755.00 will be appropriated from the Airport Operating Fund unappropriated fund balance and transferred to the Spaceport Business Park Environment Project. (#900111)

Appropriation to PFC 10-03 Applications and Amendments

Fiscal Impact:

Airport/City Share 100% reimbursable by PFC	\$ 100,000.00
Appropriation Language:	

\$100,000.00 will be appropriated from the Airport Operating Fund unappropriated fund balance and transferred to a project for stated purpose.

Strategic Priority:

PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

The City of Midland, Texas and Parkhill entered into an Agreement for Professional Services dated March 23, 2021, for improvements contained in the Airport's 5-year Airport Capital Improvement Program (ACIP). This is the fourteenth amendment to that agreement and adds additional scope and appropriation to three previously approved projects at Midland International Air & SpacePort. This agreement must be amended each time a project on the approved list is initiated, changed or a new project is added.

REHABILITATE AIR CARRIER TAXIWAYS (MILL & INLAY)

This project encompasses the design phase for the rehabilitation of the Air Carrier Taxiways at Midland International Air & Spaceport. The scope of work includes milling the existing pavement to remove the top four inches of asphalt surface, sealing exposed cracks in the underlying base material, and installing a stress-absorbing membrane interlayer (SAMI). A new four-inch asphalt inlay will then be placed, along with targeted repairs to isolated pavement areas prior to the final surfacing. The design phase is expected to be completed by Spring of 2027. This phase of the project will be funded FAA at a 90/10 split.

SPACEPORT BUSINESS PARK ENVIRONMENTAL PROJECT

This portion of the amendment involves the appropriation of additional funds for the cost associated with the continued environmental remediation in the Spaceport Business Park. The costs associated cover the TCEQ required groundwater monitoring, product recovery and reporting related to the Spaceport Business Park Environmental for the next year. All charges related to this environmental remediation are paid from the Airport Operating Fund.

MAF PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS

The scope if these services is to continue to prepare FAA Passenger Facility Charge Applications and Amendments that meet FAA regulations, including Air Carrier Consultation meetings.

Attachments:

A. MEMO - PSC 2021 Amendment 14

Justine Ruff, Airports
Justine Ruff, City Secretary
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026
Approved - 1/15/2026
Approved - 1/16/2026
Approved - 1/20/2026
Approved - 1/21/2026
Final Approval - 1/21/2026



City Council Meeting

Item Number: {{item.number}}
Meeting Date: January 27, 2026
To: City Council / City Manager
From: Justine Ruff, Director

Subject: Motion authorizing the execution of Amendment No. 14 to the Professional Services Agreement dated March 23, 2021, between the City of Midland, Texas and Parkhill, Smith & Cooper, Inc. DBA Parkhill; said amendment providing the following: (1) Appropriation of \$763,076 to the Design phase of the Rehabilitate Air Carrier Taxiways Asphalt Pavement Project at Midland International Air & Space Port; (2) Appropriation of \$170,755 to the Spaceport Business park Environmental at Midland International Air & Space Port; and (3) the appropriation of \$100,000 to the MAF Passenger Facility Charge Applications and Amendments at Midland International Air & Space Port.

Purpose:

To appropriate money to the following projects:

- 1- Design/Bidding phase of the Rehabilitate Air Carrier Taxiways Asphalt Pavement Project at Midland International Air & Space Port
- 2- Spaceport Business Park Environmental at Midland International Air & Space Port
- 3- MAF Passenger Facility Charge Applications and Amendments at Midland International Air & Space Port

Recommended City Council Action:

Approve

Fiscal Impact:**Rehabilitate Air Carrier Taxiways Asphalt Pavement (Mill & Inlay)**

City/Airport Design Phase (90% reimbursable by future grant)	\$ 763,976.00
Total	\$ 763,976.00

Breakout of Costs

Design Phase Airport Admin Costs (Audit, etc.)	\$ 15,000.00
Preliminary Engineering Report Phase Fee	\$ 108,237.00
Preliminary Design Phase Fee	\$ 185,681.00
Final Design Phase Fee	\$ 216,948.00
Bidding Phase Fee	\$ 57,210.00
Design Phase Geotechnical Testing	\$ 50,000.00
Design Phase Surveying	\$ 100,000.00
Design Phase Hourly and Reimbursable costs	\$ 30,000.00

Total Design/Bidding Phase Appropriation **\$ 763,076.00**

Appropriation Language:

\$763,076.00 will be appropriated from the Airport Operating Fund unappropriated fund balance and transferred to a project for stated purpose.

Spaceport Business Park Environmental (#900111)

City/Airport 100%	\$ 170,755.00
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Breakout of Costs

Sub-Consultant Services (Terracon)	\$ 160,755.00
Parkhill services for review of Terracon reports, TCEQ response letters, surveying	\$ 10,000.00

Total Appropriation **\$ 170,755.00**

Appropriation Language:

\$170,755.00 will be appropriated from the Airport Operating Fund unappropriated fund balance and transferred to the Spaceport Business Park Environment Project. (#900111)

Appropriation to PFC 10-03 Applications and Amendments**Fiscal Impact:**

Airport/City Share 100% reimbursable by PFC	\$ 100,000.00
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Appropriation Language:

\$100,000.00 will be appropriated from the Airport Operating Fund unappropriated fund balance

and transferred to a project for stated purpose.

Discussion:

The City of Midland, Texas and Parkhill entered into an Agreement for Professional Services dated March 23, 2021, for improvements contained in the Airport's 5-year Airport Capital Improvement Program (ACIP). This is the fourteenth amendment to that agreement and adds additional scope and appropriation to three previously approved projects at Midland International Air & Space Port. This agreement must be amended each time a project on the approved list is initiated, changed or a new project is added.

REHABILITATE AIR CARRIER TAXIWAYS (MILL & INLAY)

This project encompasses the design phase for the rehabilitation of the Air Carrier Taxiways at Midland International Air & Space Port. The scope of work includes milling the existing pavement to remove the top four inches of asphalt surface, sealing exposed cracks in the underlying base material, and installing a stress-absorbing membrane interlayer (SAMI). A new four-inch asphalt inlay will then be placed, along with targeted repairs to isolated pavement areas prior to the final surfacing. The design phase is expected to be completed by Spring of 2027. This phase of the project will be funded FAA at a 90/10 split.

SPACEPORT BUSINESS PARK ENVIRONMENTAL PROJECT

This portion of the amendment involves the appropriation of additional funds for the cost associated with the continued environmental remediation in the Spaceport Business Park. The costs associated cover the TCEQ required groundwater monitoring, product recovery and reporting related to the Spaceport Business Park Environmental for the next year. All charges related to this environmental remediation are paid from the Airport Operating Fund.

MAF PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS

The scope if these services is to continue to prepare FAA Passenger Facility Charge Applications and Amendments that meet FAA regulations, including Air Carrier Consultation meetings.



City Council Meeting

Item Number: 11.
Meeting Date: January 27, 2026
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO FIREBIRD ENERGY II, LLC TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,470 FEET AND 1,510 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

Purpose:

The proposed granting of oil and gas well permits to FireBird Energy II, LLC ("Operator") for the drilling of the following oil and gas wells: MB-14H; MB-801H; AND MB-802H; said wells being generally located 635 feet South of MockingBird Lane and between 1,470 feet and 1,510 feet East of Holiday Hill. The required 30-day public comment period has passed, and the Council may consider this request. No notices of objection received.

Recommended Action:

Approve

Fiscal Impact:

Each Well provides one-time revenue to the City through a Permit Fee and potential future revenue to the City through a 25% royalty on gross proceeds of all oil, gas, and associated products, with no deductions for production or post-production cost based on 5.7532 net mineral acres.

Strategic Priority:

SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. A sound wall 24' on all sides of the pad and will be used during drilling and fracing. In the absence of an electric or quiet frac fleet, portable sound walls around frac pumps will be used. Additionally, they will be utilizing belly dump sand trucks which are significantly quieter than pneumatic sand trucks. There is a tank battery to the west of well site in the County. The location has had previously permitted wells MBE-101H through MBE-803H permitted in 2024. Receiving support of the Oil & Gas Advisory Committee, FireBird Energy II, LLC is requesting

the following variances:

1. Twenty-four hour hydraulic fracturing operations be permitted.
2. to the landscaping regulations. Stating the proposed fencing plan provides adequate screening from adjacent roads and parcels. FireBird Energy II, LLC will also work with the surface owner/developer, Loc Conchos Ventures, LLC on future screening and landscaping.
3. To allow fencing plan provides fencing around the entire pad site instead of individual wellheads
4. To allow Drill cuttings to be removed from the surface location.
5. To the reserve pit size to allow for larger pits which will be shared for the construction of multiple wells.

Attachments: Applications; Location maps; Drill site maps, Overall Location; Transportation Route

Attachments:

- A. RESOLUTION WITH EXHIBITS - Firebird Energy II - Mockingbird Ln (3 MB Wells) - Approve Permits; Consolidate Under Existing Road Repair Agrmt Reso w Exh
- B. MB-14H Permit
- C. MB-801H Permit
- D. MB-802H Permit
- E. MB-14H Permit Application
- F. MB-14H Drill Site Map
- G. MB-14H Location Map
- H. MB-801H Permit Application
- I. MB-801H Location Map
- J. MB-801H Drill Site Map
- K. MB-802H Permit Application
- L. MB-802H Location Map
- M. MB-802H Drill Site Map
- N. MB Overall Location Map
- O. Transportation Route

Liliana Morales, Development Services - Oil and Gas
Garrick Clayton, Development Services - Oil and Gas
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/9/2026
Approved - 1/9/2026
Approved - 1/16/2026
Approved - 1/20/2026
Approved - 1/21/2026
Final Approval - 1/21/2026

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO FIREBIRD ENERGY II, LLC TO DRILL THREE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,470 FEET AND 1,510 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, “Police Regulations,” Chapter 1, “General Offenses,” of the City Code of Midland, Texas, so as to establish Section 23, “Oil and Gas Well Permits issued on or after January 1, 2010,” which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Firebird Energy II, LLC (“Operator”) has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, 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 December 16, 2025; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

MB-14H; MB-801H; and MB-802H;

located in Section 6, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits A through C and incorporated herein for all legal purposes.

SECTION THREE. That said permits do not require a new road repair agreement but shall be consolidated under the existing road repair agreement between Operator and the City of Midland for Operator's wells located on the property described in Section Two hereof.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of

the City of Midland at a regular meeting on the _____ day of _____, A.D.,
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 27, 2026, considered the application of FireBird Energy II, LLC (“Operator”) dated October 31, 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 MB-14H oil and gas well shall be 635 feet from the north line and 1,470 feet from the west line, Section 6, Block X, H.P. Hilliard 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 27, 2026 through January 27, 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. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required.
4. Use of a lined and bermed reserve pit that is 350 feet x 777 feet is permitted for the drilling operations.
5. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of January 2026.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of January 2026

FireBird Energy II, LLC

By: _____

Travis F. Thompson

CEO

EXHIBIT B

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 27, 2026, considered the application of FireBird Energy II, LLC (“Operator”) dated October 31, 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 MB-801H oil and gas well shall be 635 feet from the north line and 1,490 feet from the west line, Section 6, Block X, H.P. Hilliard 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 27, 2026 through January 27, 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. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required.
4. Use of a lined and bermed reserve pit that is 350 feet x 777 feet is permitted for the drilling operations.
5. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of January 2026.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of January 2026

FireBird Energy II, LLC

By: _____

Travis F. Thompson

CEO

EXHIBIT C

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 27, 2026, considered the application of FireBird Energy II, LLC (“Operator”) dated October 31, 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 MB-802H oil and gas well shall be 635 feet from the north line and 1,510 feet from the west line, Section 6, Block X, H.P. Hilliard 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 27, 2026 through January 27, 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.

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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. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required.
4. Use of a lined and bermed reserve pit that is 350 feet x 777 feet is permitted for the drilling operations.
5. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of January 2026.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of January 2026

FireBird Energy II, LLC

By: _____

Travis F. Thompson

CEO

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 27, 2026, considered the application of FireBird Energy II, LLC (“Operator”) dated October 31, 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.

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The location of Operator’s MB-14H oil and gas well shall be 635 feet from the north line and 1,470 feet from the west line, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator’s application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, “Oil and Gas Well Permits Issued On or After January 1, 2010” (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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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

FireBird Energy II, LLC

By: _____

Travis F. Thompson

CEO

OIL AND GAS WELL PERMIT

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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. Twenty-four hour hydraulic fracturing operations are permitted.
2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site shall, at a minimum, meet the requirements of Ordinance No. 8769.
3. No landscaping or irrigation is required.
4. Use of a lined and bermed reserve pit that is 350 feet x 777 feet is permitted for the drilling operations.
5. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ day of January 2026.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of January 2026

FireBird Energy II, LLC

By: _____

Travis F. Thompson

CEO

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 27, 2026, considered the application of FireBird Energy II, LLC (“Operator”) dated October 31, 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 MB-802H oil and gas well shall be 635 feet from the north line and 1,510 feet from the west line, Section 6, Block X, H.P. Hilliard 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 27, 2026 through January 27, 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.

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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

FireBird Energy II, LLC

By: _____

Travis F. Thompson

CEO



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 10/31/2025	Operator Name (must match W-1) FireBird Energy II, LLC	Operator Address 7900 W Hwy 80 Midland, TX, 79706
Representative Name Travis F. Thompson	Representative Address (within Midland City Limits) 7900 W Hwy 80 Midland, TX	Rep. Tele. (432) 205-2000
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (<i>ATTACH STATEMENT AS EXHIBIT A</i>):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Greg Hughes (432)-559-7187 7900 W Hwy 80, Midland TX, 79706		
Other Permitted Wells in City (<i>ATTACH EXHIBIT B</i> [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit "C"		
2.		
3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by Dawson Parrish LLC, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
- Developed, residential buildings to the to the north - Developed, residential buildings to the to the east - Developed, residential buildings to the south - Undeveloped and existing oil and gas facilities to the west		
ATTACHED AS EXHIBIT D is Current Tax Roll from Midland Central Appraisal District), which lists		

ATTACHED AS EXHIBIT E is a (*map/p lat/satellite/aerial photo*) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (*map/p lat/satellite/aerial photo*) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MB-14H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit G.

Legal Description of Proposed Well Site:

SHL - 1,470' FWL and 635' FNL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 780' FWL and 100' FSL-Situated in Section 18,A-681,Block 39,T-1-S,T& P RR Co,Midland County,TX

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (*also file copy of W-1 with City Secretary before commencement of drilling operations*). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (*if applicable*) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least \$25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request.* [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:

None.

(2) Operations:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (*if applicable*) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

FireBird Energy II LLC

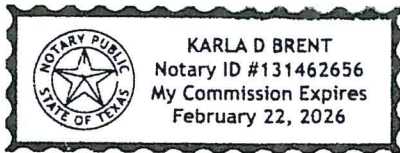

Name: Travis F. Thompson
Title: CEO

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on October 28, 2025, by Travis F. Thompson, as CEO for FireBird Energy II LLC, on behalf of said company.




Notary Public, State of Texas

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:



FIREBIRD ENERGY III LLC
10000 W. 10TH ST. SUITE 100
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-462-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 1017700

WELLS AND PADS STAKED BY:



ARDURRA
801 NAVIGATOR SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 983-1984
TBPLS FIRM NO. 10194688

PROJECT NO. N005371720
FILE PATH: N005371720\Drawings\Geotech\Planning
POWERED BY: JFH
CREATED BY: CH
DATE: 08/17/2023
REV:



NORTH



EXHIBIT 'E'
SURFACE OWNER
MOCKINGBIRD
MB-14H

Situated in Section 6, A-15
Block X, H.P. Hilliard
Survey,
Midland County, Texas

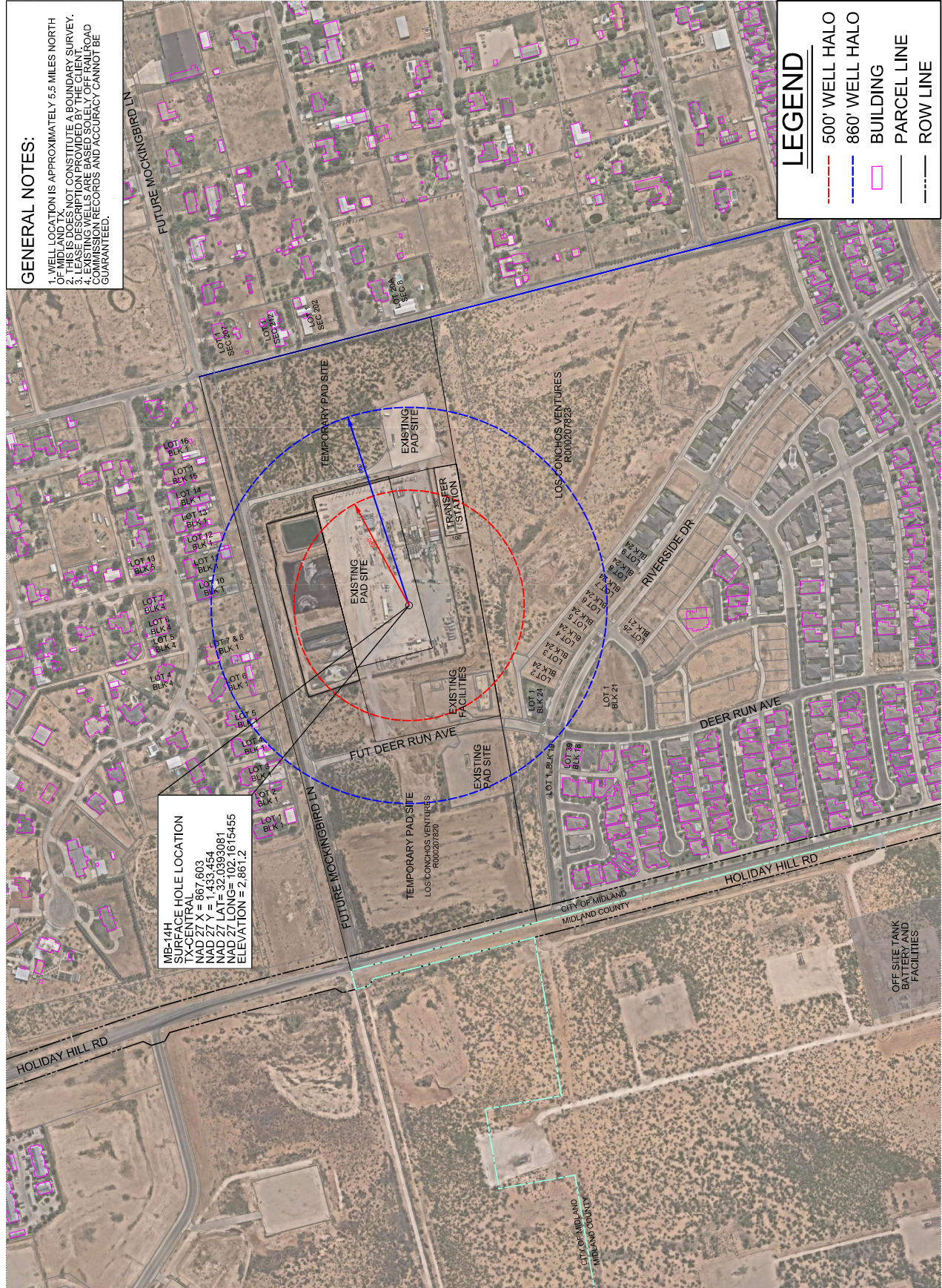
GENERAL NOTES:

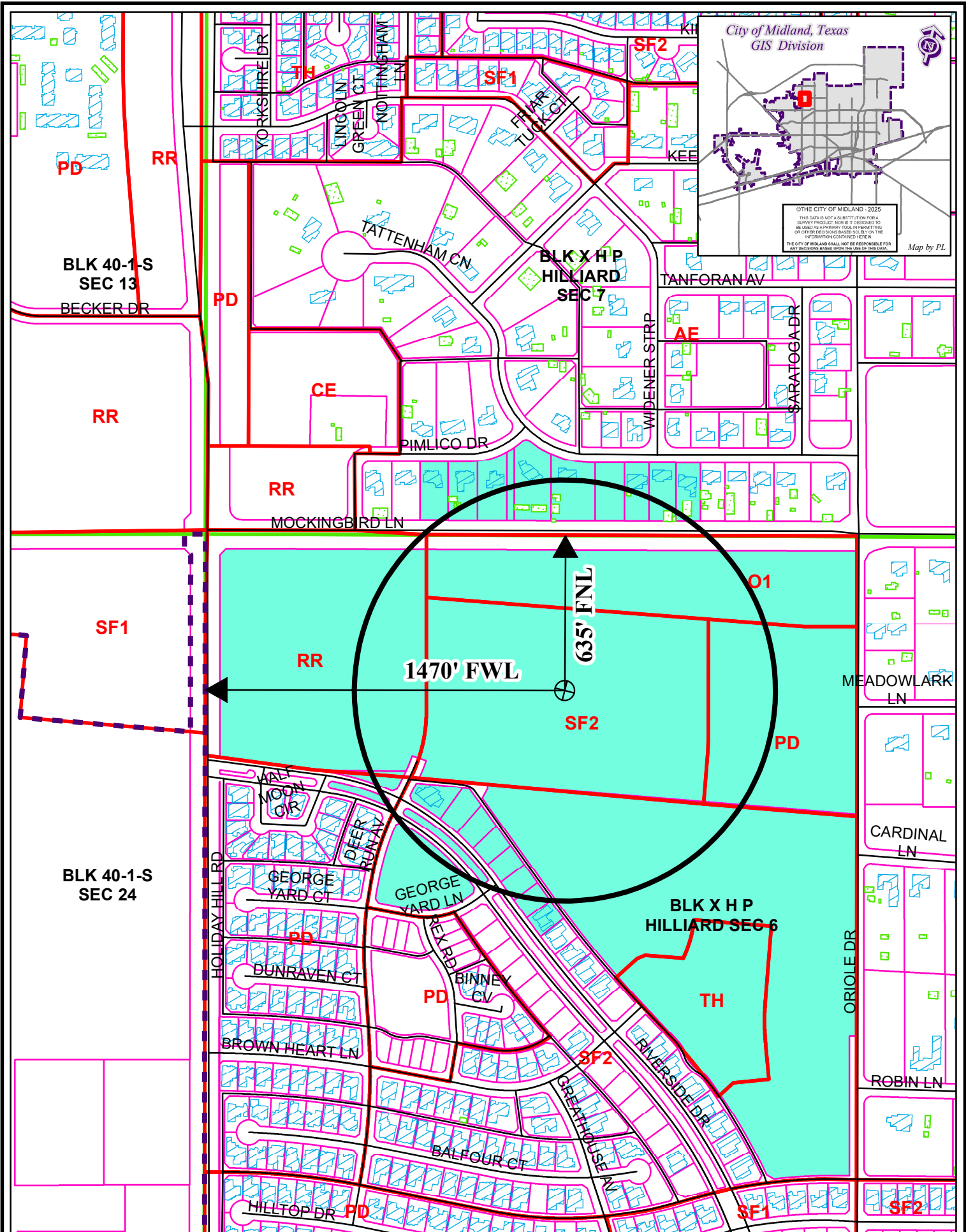
1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF THIS TOWN. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. THIS IS A PRELIMINARY SITE PLAN. THE CLIENT'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY PERMITS AND COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

MB-14H
SURFACE HOLE LOCATION
NAD 83
NAD 27 X = 867,603
NAD 27 Y = 1,433,454
NAD 27 LAT = 32.0333081
NAD 27 LONG = 102.1615455
ELEVATION = 2,861.2

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE





LOCATION AND ZONING MAP

Oil-070224-2025 Scale: 1" = 500'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,470' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,470 feet east of Holiday Hill Road.

MB-14H

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 10/31/2025	Operator Name (must match W-1) FireBird Energy II, LLC	Operator Address 7900 W Hwy 80 Midland, TX, 79706
Representative Name Travis F. Thompson	Representative Address (within Midland City Limits) 7900 W Hwy 80 Midland, TX	Rep. Tele. (432) 205-2000
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (<i>ATTACH STATEMENT AS EXHIBIT A</i>):		
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II. Mineral Ownership		
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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MB-801H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit G.

Legal Description of Proposed Well Site:

SHL - 635 FNL and 1490 FWL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 100' FSL and 330' FWL-Situated in Section 18,A-681,Block 39,T-1-S,T& P RR Co,Midland County,TX

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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None.

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Electrical.

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FireBird Energy II LLC

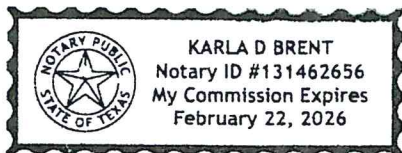

Name: Travis F. Thompson
Title: CEO

ACKNOWLEDGEMENT

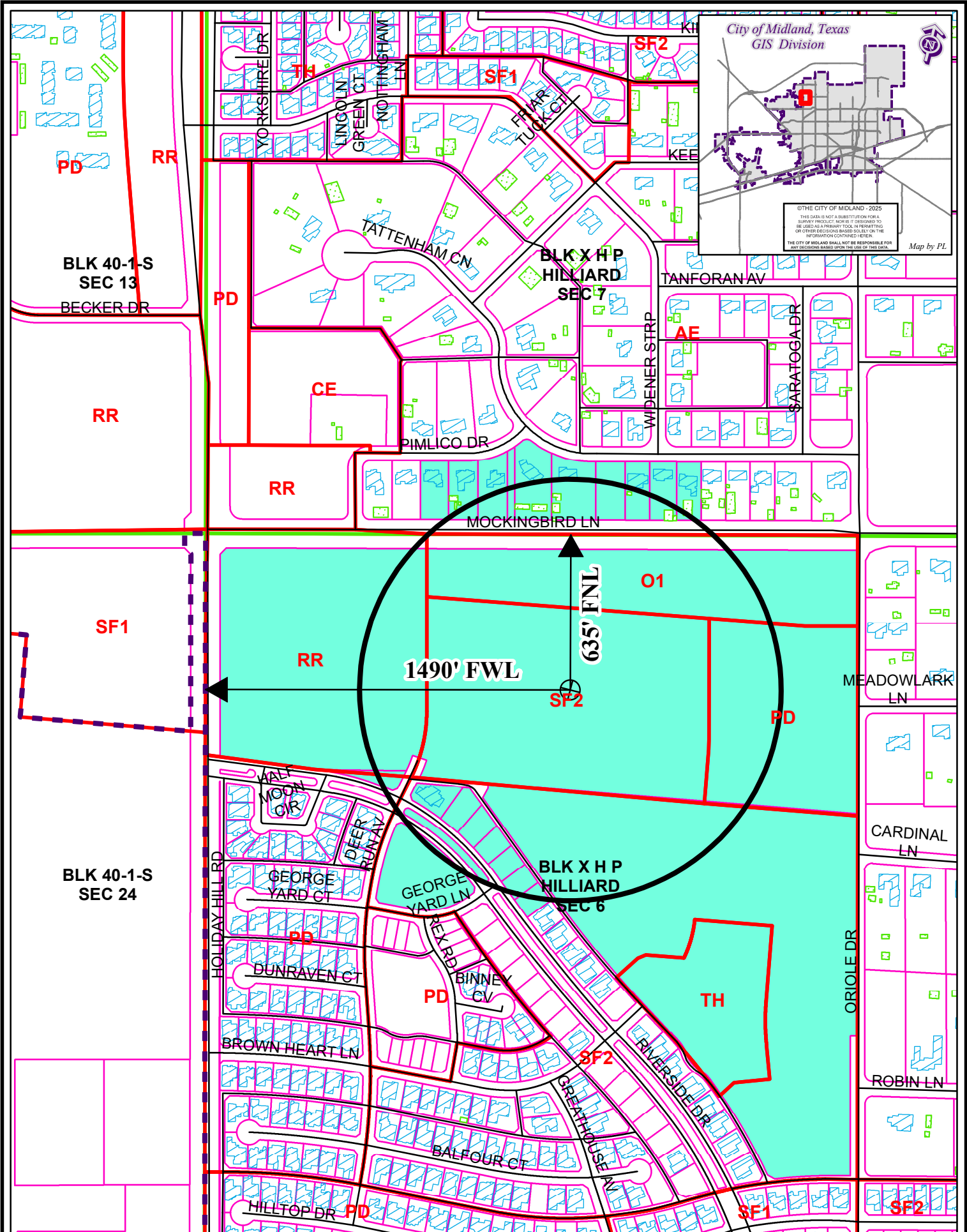
THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on October 28, 2025, by Travis F. Thompson, as CEO for FireBird Energy II LLC, on behalf of said company.




Notary Public, State of Texas



LOCATION AND ZONING MAP

Oil-070223-2025

Scale: 1" = 500'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,490' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,490 feet east of Holiday Hill Road.

MB-801H

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.
ZONING DISTRICTS:					
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK		
PD	PLANNED DISTRICT	P	PARKING		
AE	AGRICULTURE ESTATE	O1, O2	OFFICE		
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE		
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL		
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL		
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK		
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY		
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY		

MOCKINGBIRD
PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:



FIREBIRD ENERGY III, LLC
10000 W. 10TH AVE.
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-462-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 1017700

WELLS AND PADS STAKED BY:



ARDURRA
801 NAVIGATOR SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO. N00537120
FILE PATH: N00537120\Drawings\Geotech\Planning
POWER BY: JH
DESIGNED BY: CH
SHEET: 08/17/2025
REV:



NORTH

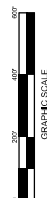


EXHIBIT 'E'
SURFACE OWNER
MOCKINGBIRD
MB-801H

Situated in Section 6, A-15
Block X, H.P. Hilliard
Survey,
Midland County, Texas

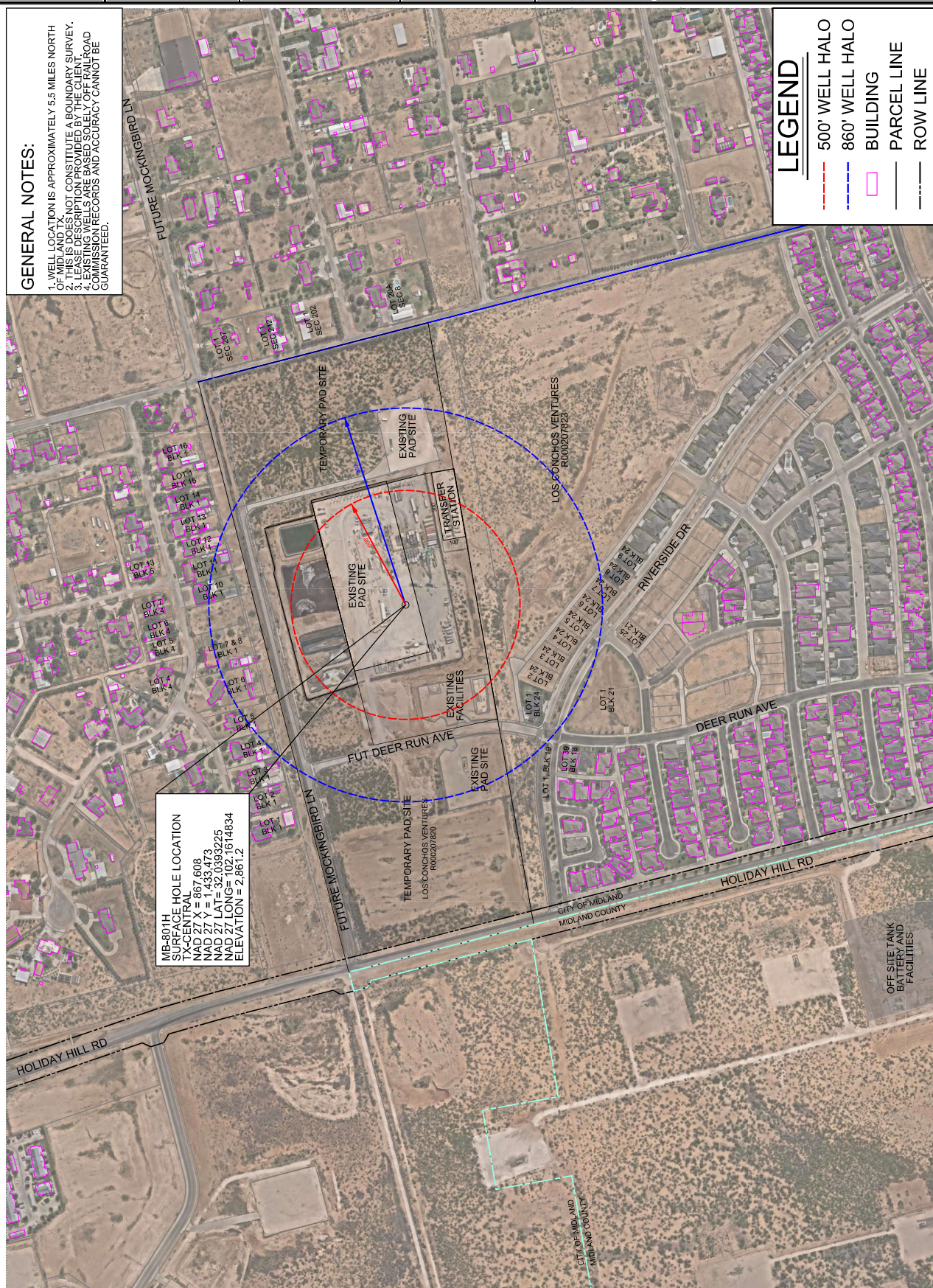
GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF THIS TOWN. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. THIS IS A PRELIMINARY SITE PLAN. THE CLIENT'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY PERMITS AND COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

MB-801H
WELL LOCATION
TX-CENTRAL
NAD 27 X = 867 608
NAD 27 Y = 1 433 473
NAD 27 LAT = 32.0393225
NAD 27 LONG = 102.1614834
ELEVATION = 2 861.2

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE





APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 10/31/2025	Operator Name (must match W-1) FireBird Energy II, LLC	Operator Address 7900 W Hwy 80 Midland, TX, 79706
Representative Name Travis F. Thompson	Representative Address (within Midland City Limits) 7900 W Hwy 80 Midland, TX	Rep. Tele. (432) 205-2000
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Greg Hughes (432)-559-7187 7900 W Hwy 80, Midland TX, 79706		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit "C"		
2.		
3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by Dawson Parrish LLC, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
- Developed, residential buildings to the to the north - Developed, residential buildings to the to the east - Developed, residential buildings to the south - Undeveloped and existing oil and gas facilities to the west		
ATTACHED AS EXHIBIT D is Current Tax Roll from Midland Central Appraisal District), which lists		

ATTACHED AS EXHIBIT E is a (*map/p lat/satellite/aerial photo*) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (*map/p lat/satellite/aerial photo*) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MB-802H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

Attached as Exhibit G.

Legal Description of Proposed Well Site:

SHL - 635 FNL and 1510' FWL-Situated in Section 6, A-15, Block X, H.P. Hilliard Survey, Midland County, TX

BHL - 100' FSL and 1590' FWL-Situated in Section 18,A-681,Block 39,T-1-S,T& P RR Co,Midland County,TX

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (*also file copy of W-1 with City Secretary before commencement of drilling operations*). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (*if applicable*) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least \$25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request.* [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling:

None.

(2) Operations:

Electrical.

Description of water source to be used during Drilling:

Water will be stored in off-site frac ponds. Water source will be from an off-site water well or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

Attached as Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Attached as Exhibit O

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

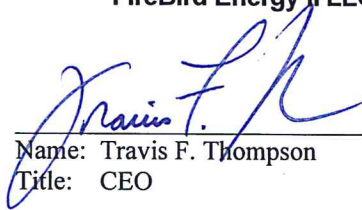
ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (*if applicable*) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

FireBird Energy II LLC

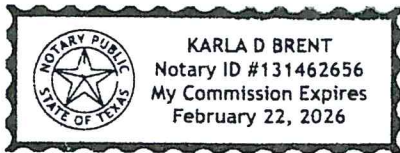

Name: Travis F. Thompson
Title: CEO

ACKNOWLEDGEMENT

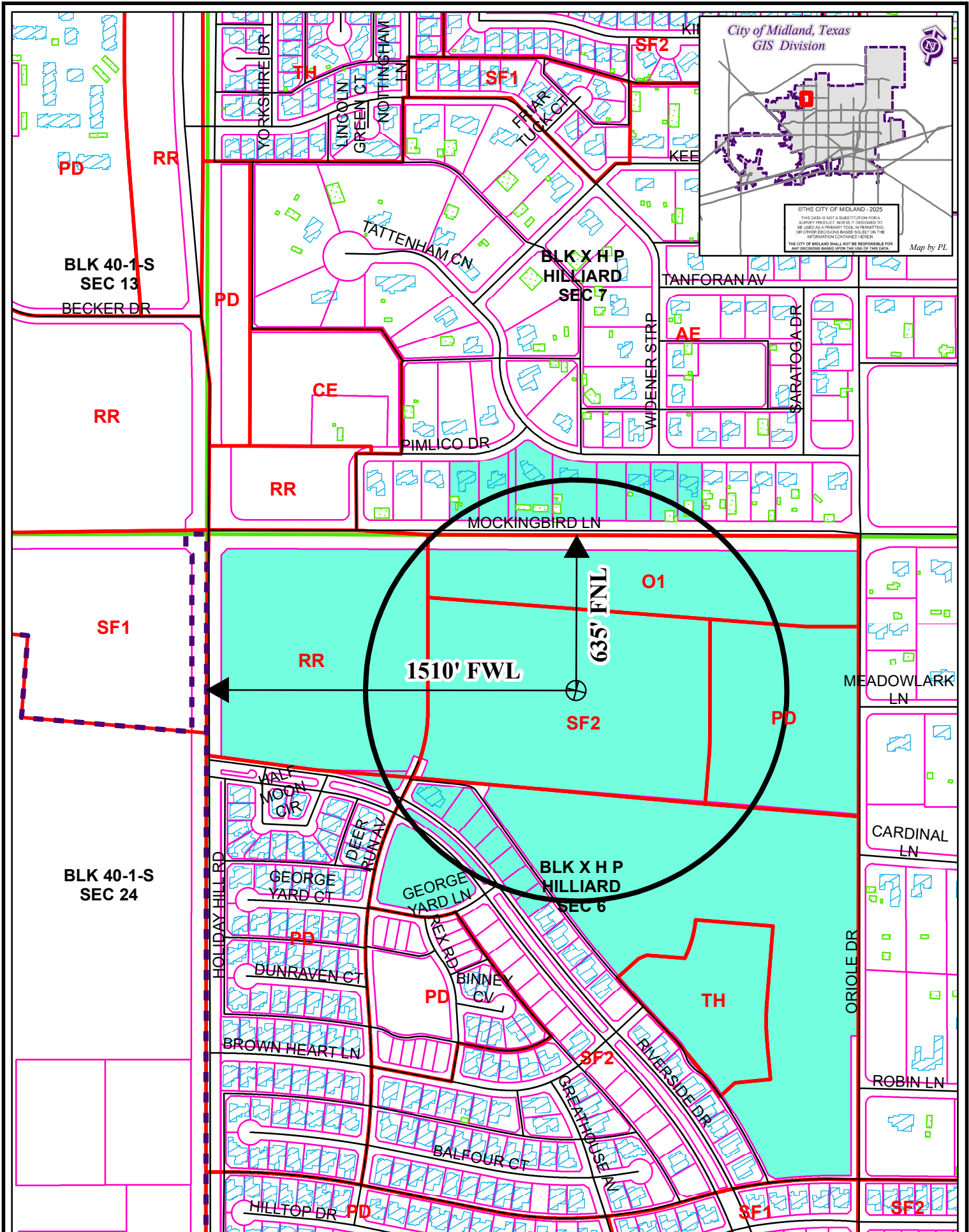
THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on October 28, 2025, by Travis F. Thompson, as CEO for FireBird Energy II LLC, on behalf of said company.




Notary Public, State of Texas



LOCATION AND ZONING MAP

Oil-070222-2025 Scale: 1" = 500'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 635' FNL and 1,510' FWL, Section 6, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 635 feet south of Mockingbird Lane and 1,510 feet east of Holiday Hill Road.

MB-802H

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.
ZONING DISTRICTS:					
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK		
PD	PLANNED DISTRICT	P	PARKING		
AE	AGRICULTURE ESTATE	O1, 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, JPI, IP2, IP3	INDUSTRIAL PARK		
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY		
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY		

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:



FIREBIRD ENERGY III LLC
10000 W. 10TH ST. SUITE 100
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:



9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-462-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 1017700

WELLS AND PADS STAKED BY:



ARDURRA
801 NAVIGATOR SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 983-1984
TBPLS FIRM NO. 10194688

PROJECT NO. N005371720
FILE PATH: N005371720\Drawings\Geotech\Planning
POWERED BY: JFH
CREATED BY: CH
DATE: 08/17/2023
REV:



NORTH



EXHIBIT 'E'
SURFACE OWNER
MOCKINGBIRD
MB-802H

Situated in Section 6, A-15
Block X, H.P. Hilliard
Survey,
Midland County, Texas

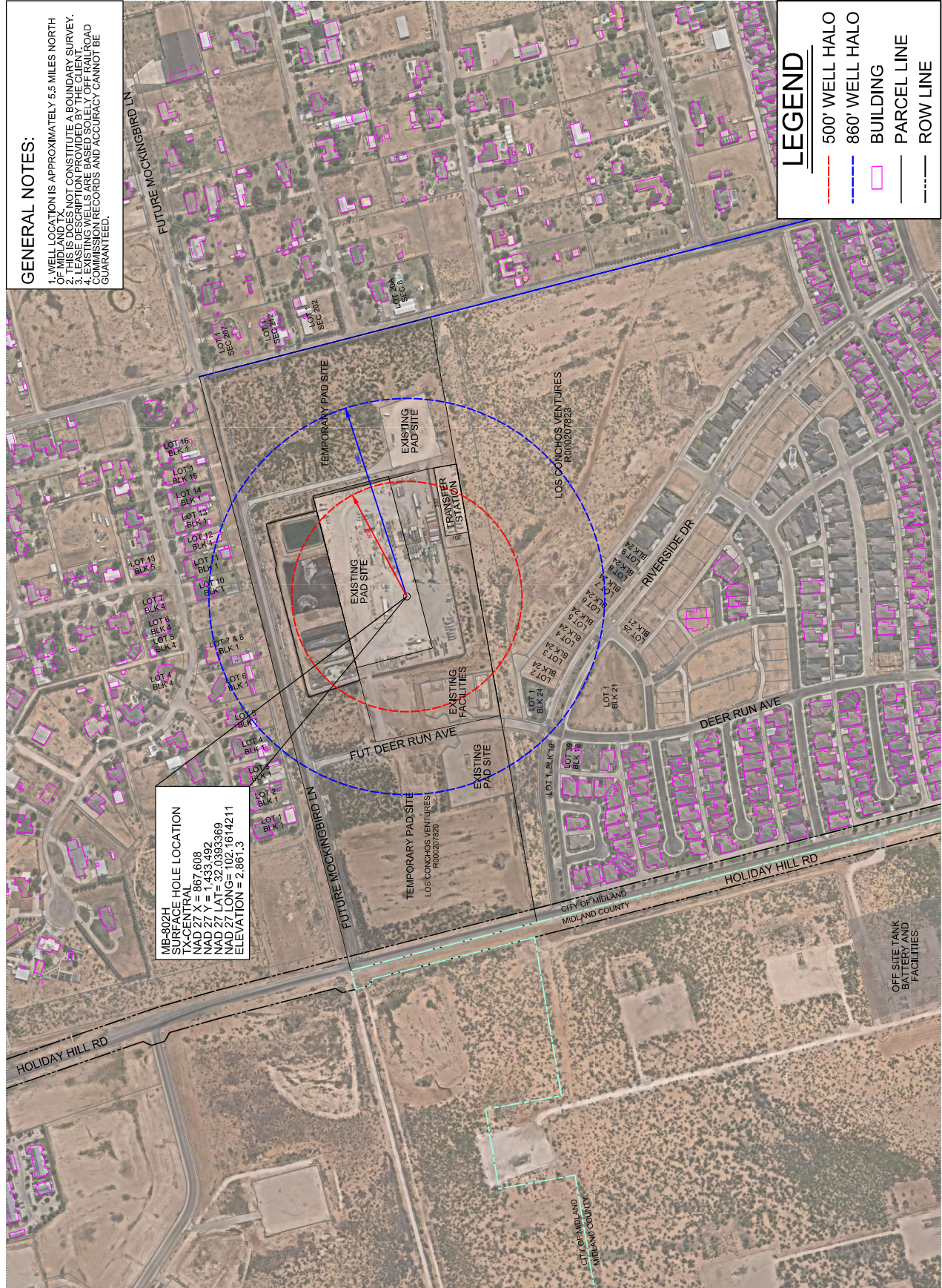
GENERAL NOTES:

1. WELL LOCATION IS APPROXIMATELY 5.5 MILES NORTH OF THIS TOWN. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. THIS IS A PRELIMINARY SURVEY. THE CLIENT'S RESPONSIBILITY IS TO OBTAIN NECESSARY PERMISSIONS AND RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. LEASE DESCRIPTION PROVIDED BY THE CLIENT.
4. EXISTING WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION RECORDS AND ACCURACY CANNOT BE GUARANTEED.

MB-802H
SURFACE HOLE LOCATION
TX-CENTRAL
NAD 27 X = 867,608
NAD 27 Y = 1,433,492
NAD 27 LAT = 32.0393369
NAD 27 LONG = 102.1614211
ELEVATION = 2,861.3

LEGEND

- 500' WELL HALO
- 860' WELL HALO
- BUILDING
- PARCEL LINE
- ROW LINE



Situated in Section 6, A-15
Block X, H.P. Hilliard
Survey,
Midland County, Texas

SOUND WALL
 EXISTING ELECTRICAL
 PIPELINE
 EXISTING PIPELINE
 BY OTHERS
 EXISTING ROW
 FUTURE ROW
 EXISTING EASEMENT

MOCKINGBIRD PROSPECT

OIL AND GAS PERMIT
MIDLAND, TX

APPLICANT:



FIREBIRD ENERGY II, LLC
7500 W HWY 80
MIDLAND, TX 79706
PHONE: (432) 205-2000

SITE PLAN PREPARED BY:

Westwood

9900 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350

TBPE FIRM NO. 12207
TBPLS FIRM NO. 10177700

WELLS AND PADS STAKED BY:



ARDURRA
801 NAVIGATION BLVD., SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: (361) 883-1984
TBPLS FIRM NO. 10194688

PROJECT NO: M0003171.00
FILE PATH: M0003171.00\Drawings\Planning
DRAWN BY: JH
REVIEWED BY: CH
DATE: 04/17/2025
REV:

LEGEND

-  PROPOSED PAD LOCATION
-  SITE ACCESS ENTERING
-  SITE ACCESS EXITING
-  PARCEL LINE
-  EXISTING ROW
-  FUTURE ROW



NORTH



GRAPHIC SCALE

EXHIBIT 'H'
TRANSPORTATION
ROUTE
MOCKINGBIRD
MB-14H

Situated in Section 6, A-15
Block X, H.P. Hillard
Survey,
Midland County, Texas



City Council Meeting

Item Number: 12.
Meeting Date: January 27, 2026
To: City Council
From: Laurie Williams, Director of Parks and Recreation
Subject: MOTION AUTHORIZING THE EXECUTION OF A PARK AMENITY NAMING RIGHTS AGREEMENT WITH WARREN POWER & MACHINERY INC., SAID AGREEMENT PROVIDING FOR WARREN POWER & MACHINERY INC.'S FINANCIAL CONTRIBUTION TO THE BEAL PARK RENOVATION PROJECT AND RECEIPT OF NAMING RIGHTS TO CERTAIN IMPROVEMENTS TO BE CONSTRUCTED AT BEAL PARK; AND APPROPRIATING \$50,000.00 TO THE BEAL PARK RENOVATION PROJECT

Purpose:

Consider a motion authorizing the execution of a Park Amenity Naming Rights Agreement with Warren CAT; said agreement providing for Warren CAT's financial contribution to the Beal Park Renovation Project and receipt of naming rights to certain improvements to be constructed at Beal Park; and appropriating \$50,000 to the Beal Park Renovation Project.

Recommended Action:

Approve

Fiscal Impact:

Upon receipt, funds will be deposited into the Parks Oil and Gas Fund and will be transferred and appropriated to the Beal Park Improvement Project. Agreement states that funds will be allocated in two (2) \$25,000 payments.

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Staff met with representatives from Warren CAT regarding the development of Beal Park as Midland's premier venue for youth soccer. The City's \$28 million dollar commitment and the \$10 million commitment of another donor was discussed, along with a presentation of the plans to develop the park over three phases. Several options to provide an elevated level of design to bring upgraded facilities to the park were discussed, as well as naming right opportunities for various park improvements. Warren CAT contacted staff and expressed their commitment to providing sponsorship of the two smaller turf fields with naming rights for a period of 5 years. The fields are currently under construction as part of the Phase 1 development of the soccer complex, with construction slated to be completed in early 2026.

Attachments:

A. Warren CAT Jan26

Laurie Williams, Parks & Recreation
Elizabeth Triggs, Development Services
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026
Approved - 1/20/2026
Approved - 1/20/2026
Approved - 1/20/2026
Approved - 1/21/2026
Final Approval - 1/21/2026

PARK AMENITY NAMING RIGHTS AGREEMENT

This Park Amenity Naming Rights Agreement (the "*Agreement*") is made and entered into this 27th day of January, 2026 (the "*Effective Date*"), by and between the City of Midland, Texas ("*City*") and Warren CAT ("*Donor*"). In this Agreement, City and Donor are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

RECITALS:

WHEREAS, City owns and operates a park system within its corporate limits consisting of approximately fifty (50) parks, including Beal Park located at 5200 West Wall Street, Midland, Texas (the "*Park*");

WHEREAS, City is undertaking a renovation project at the Park, which consists of the construction and installation of various improvements and facilities (the "*Project*");

WHEREAS, City desires to solicit donations from private entities to help fund the Project;

WHEREAS, City is willing to grant Donor certain naming rights to specific amenities within the Park in exchange for Donor's financial contribution to the Project; and

WHEREAS, Donor desires to make a financial contribution to the Project and, in exchange, receive certain naming rights as set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, as well as the mutual benefits that will accrue to the Parties, the Parties hereby agree as follows:

1. **Donor Contribution.** Donor agrees to contribute the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) to City for the Project (the "*Donation*"). Payments of the Donation shall be made by Donor to City according to the following schedule:

<u>Amount</u>	<u>Due Date</u>
\$25,000	January 30, 2026
\$25,000	December 31, 2026

2. **Naming Rights.** In consideration of the Donation and subject to the terms and conditions in this Agreement, City hereby grants to Donor the exclusive right to name the following amenity(ies) within the Park (the "*Warren CAT Soccer Fields*"):

2 Medium sized Artificial Turf Soccer Fields

Donor shall have the continuing right to designate and/or redesignate the name(s) of the Named Amenities subject to the approval of City, which shall not be unreasonably conditioned, withheld, or delayed. Donor hereby initially designates "Warren CAT Soccer Fields" as the name of the Named Amenities (the "*Warren CAT Soccer Fields*"), and City hereby accepts said designation.

3. **Term.** The naming rights granted herein shall be in effect for a period of 5 (five) years beginning on the Effective Date.
4. **Donor's Use of Name.** Donor shall have the right to use the Designated Name in any advertising, marketing, or promotional materials related to the Park. However, Donor's use of the Designated Name shall be subject to City's prior written approval to ensure consistency with City's branding and image.
5. **City's Use of Name.** City shall include the Designated Name on printed and digital materials, including advertisements, brochures, publications, and social media pages.
6. **Donor Events.** Donor shall have the right to host up to two (2) corporate business and social events per calendar year at the Named Amenities, subject to City's scheduling availability. Donor shall submit a written request to City for approval to host each such event at least twenty (20) days prior to the proposed date and time of the event; City agrees to provide written approval of such request within ten (10) business days of its receipt of Donor's request.
7. **Signage.** In connection with the naming rights granted herein, Donor shall have the right to designate one (1) sign to be installed at the entrance of, adjacent to, or within the Named Amenities. The sign shall include (a) Donor's name and (b) the Designated Name. City shall be entitled to review and approve the proposed sign including the design, dimensions, installation, and placement thereof, which approval shall not be unreasonably conditioned, withheld, or delayed. All costs associated with said signage, including, but not limited to the manufacture, repair, and replacement of the sign shall be born exclusively by Donor.

Notwithstanding any contrary provision contained herein, the installation of any sign pursuant to this Agreement shall be performed exclusively by City. It is expressly understood that nothing in this Agreement shall be deemed to grant Donor the right to affix, install, or remove any signage located at the Park or on City-owned property. All signs designated or redesignated by Donor under this Agreement shall be delivered by Donor to City at a place and time designated by City's Parks and Recreation Director; following such delivery, City shall promptly install the signs at their respective locations at the Park.

8. **City's Reserved Rights.** City reserves the right to: (a) review and approve the design, dimensions, installation, and placement of any signage or other materials produced pursuant to this Agreement; and (b) remove or modify the Named Amenities at any time, in which case City shall work with Donor to identify a suitable replacement amenity for naming rights. If City elects to remove or modify the Named Amenities during the term of this Agreement and the Parties are unable to identify a suitable replacement amenity for the naming rights granted herein, Donor shall have the right to terminate this Agreement pursuant to Section 10 below.
9. **Termination by City.** City shall have the right to terminate this Agreement and revoke the naming rights granted herein in the event that: (a) Donor fails to make the Donation as agreed; (b) Donor's use of the Named Amenities name is deemed by City to be inconsistent

with City's branding or image; or (c) City determines, in its sole discretion, that the continued use of the Named Amenities name is no longer in the public interest.

10. **Termination by Donor.** Donor reserves the right to terminate this Agreement with thirty (30) days' written notice if: (a) City elects to remove or modify the Named Amenities during the term of this Agreement, and (b) the Parties are unable to identify a suitable replacement amenity for the naming rights granted herein. Upon such termination, Donor shall be entitled to a pro rata refund of any prepaid portion of the Donation as contemplated by Section 16 below.
11. **Default by Donor.** An event of default by Donor shall be deemed to have occurred in any of the following instances:
 - (a) Donor fails to make timely payment to City required by this Agreement and such failure continues for a period of thirty (30) days following written notice of such failure from City to Donor.
 - (b) Donor fails to perform or observe any other term, covenant, condition, or provision of this Agreement and such failure is not remedied within thirty (30) days following written notice of such failure from City to Donor.
 - (c) There shall be filed against Donor in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Donor's property or other such similar proceeding.
 - (d) Donor files a voluntary petition in bankruptcy, insolvency, for reorganization, or for the appointment of a receiver or trustee, or other similar proceeding, or if Donor makes an assignment for the benefit of creditors or petitions for or enters into an arrangement for the benefit of creditors.
12. **Default by City.** An event of default by City shall be deemed to have occurred upon City's failure to observe any term, covenant, condition, or provision of this Agreement related to the granting of the naming rights or the review, approval, and installation of signage pursuant to Section 7 above, and such default is not remedied by City within thirty (30) days following written notice of such default from Donor to City. Notwithstanding the foregoing or any contrary provision contained herein, such notice of default shall not be valid or effective unless: (a) the notice is served within thirty (30) days following the non-defaulting Party's discovery of such alleged default, and (b) the notice specifies, in reasonable detail, the alleged default and the section of this Agreement under which such default is claimed to have occurred.
13. **Termination for Default.** Following the occurrence of an event of default, issuance of written notice thereof to the defaulting Party, and the expiration of the required cure period if any, the non-defaulting party shall have the right to give formal written notice of its intention to terminate this Agreement. Upon the effective date of such termination specified in the formal written notice (which shall not exceed sixty (60) days following the date of said notice), this Agreement shall terminate in its entirety.

14. **Effect of Termination.** Any termination of this Agreement shall not relieve Donor of its obligation to pay any sum that has previously become due and payable to City as of the time of termination; such obligations shall survive the termination of this Agreement. Additionally, a termination of this Agreement shall not preclude any claim for damages that previously accrued against Donor under this Agreement. Any termination of this Agreement shall not prevent City from enforcing the payment of such sum or asserting such claim for damages by any remedy provided by law.
15. **Naming Rights and Signage; Termination for Default.** If this Agreement is terminated due to Donor's default, City may grant any other person or entity those naming rights previously granted to Donor under this Agreement. Upon such occurrence, City may alter, remove, replace, and/or discard Donor's signage if Donor fails to provide for its collection of the signage within ten (10) days following termination of this Agreement. Upon Donor's receipt of a written demand for reimbursement of City's costs associated with the sign's removal/replacement (which in no event shall exceed \$25,000.00), Donor shall remit payment of such costs to City within thirty (30) days following Donor's receipt of such demand. City shall not be liable for any failure to regrant any of the rights granted to Donor under this Agreement.
16. **Refund of Prepaid Donation.** Upon Donor's termination of this Agreement pursuant to Section 10 or Section 13 above, City agrees to refund to Donor any prepaid portion of the Donation. The refund amount shall be calculated on a pro rata basis, reflecting the portion of the term of the Agreement that Donor did not enjoy due to City's election to remove or modify the Named Amenity(ies). Specifically, such refund shall be calculated as follows:

Total Refund Amount = (Total Prepaid Donation) * (Remaining Term of Agreement / Original Term of Agreement)

Where:

- "*Total Prepaid Donation*" means the amount of the Donation prepaid by Donor at the time or prior to termination.
- "*Remaining Term of Agreement*" means the number of days from the date of termination to the end of the original term of the Agreement.
- "*Original Term of Agreement*" means the total number of days from the Effective Date to the end of the term of the Agreement.

City shall issue the refund to Donor within sixty (60) days of Donor's termination of the Agreement pursuant to Section 10 above. The provisions of this Section shall survive the termination of this Agreement.

17. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement may be assigned by Donor to an affiliate entity without the approval of City so long as such assignment does not result in a change to the Designated Name.

18. **No Partnership or Agency.** The Parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; neither Party shall have the power to bind or obligate the other, except as set forth in this Agreement. The Parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. Nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between City and Donor. Further, nothing in this Agreement is intended or shall be construed as creating a “community of pecuniary interest” or “an equal right of control” that would give rise to vicarious liability.
19. **Nonwaiver of Rights.** No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.
20. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
21. **Force Majeure.** If City is delayed, hindered in, or prevented from the performance of any act required hereunder by reason of an act of God, strike, lockout, labor trouble, inability to procure materials, unseasonable weather affecting construction or operation, failure of power, riot, insurrection, pandemic, or war, then performance of such act shall be excused for the delay period and any applicable deadline shall be extended for a period equal to the delay period. City shall give Donor notice of any event of Force Majeure as soon as reasonably practicable, but not later than ten (10) days after the date on which City knew or should have known of the commencement of the event of Force Majeure.
22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties; all other representations or statements made by a Party (whether verbal or written) are merged herein. This Agreement may be amended only by a written document executed by duly authorized representatives of the Parties. The Parties acknowledge that this Agreement supersedes and cancels all prior and contemporaneous understandings and represents the entire Agreement between the Parties.
23. **No Third-Party Beneficiary.** The Parties’ approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall be considered a third-party beneficiary or have any rights hereunder.
24. **Indemnification. DONOR SHALL INDEMNIFY, DEFEND, AND HOLD CITY AND CITY’S AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF OR RESULTING FROM DONOR’S USE**

OF THE NAMED AMENITY(IES) IN CONNECTION WITH SECTION 6 ABOVE OR DONOR'S NEGLIGENT OR WILLFUL ACTS IN CONNECTION WITH DONOR'S PERFORMANCE UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

25. **Waiver of Attorney Fees.** THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EACH PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
26. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas without regard to conflict of law principles. The obligations, performance, and payments made by the Parties under this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any lawsuit or claim arising under or in any way connected to this Agreement shall be in Midland County, Texas. The provisions of this Section shall survive the termination of this Agreement.
27. **Public Information Act.** Donor acknowledges that City is a governmental entity subject to the Texas Public Information Act, as amended. Donor agrees that this Agreement in no way affects, modifies, or limits the obligation of City to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. Donor further agrees that City retains the right to exercise its sole and absolute discretion in determining its obligations under the Texas Public Information Act.
28. **Approval.** This Agreement shall not become effective until approved by the Midland City Council.
29. **Notices.** Any notice required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party in the manner provided herein.

If to City:
City of Midland
Attn: City Manager
300 N. Loraine St., Suite 310
Midland, Texas 79701

If to Donor:

Attn: _____

[Signature Page Follows]



City Council Meeting

Item Number: 13.
Meeting Date: January 27, 2026
To: City Council
From: Laurie Williams, Director of Parks and Recreation
Subject: MOTION AUTHORIZING THE EXECUTION OF A RENTAL AGREEMENT WITH THE TALL CITY BLACK GOLD MINOR LEAGUE FOOTBALL CLUB FOR THE USE OF ASTOUND BROADBAND STADIUM AND THE AUXILIARY FIELDS AT THE SCHARBAUER SPORTS COMPLEX

Purpose:

Motion authorizing the execution of a rental agreement with Tall City Black Gold Minor League Football Club for the use of Astound Broadband Stadium and the auxiliary fields at the Scharbauer Sports Complex.

Recommended Action:

Approval

Fiscal Impact:

In accordance with the rental agreement and the addendum, rent in the amount of \$6375 per game for four (4) games and practice field usage of fifty (50) hours at \$75 per hour, all totaling \$29,250, will be paid for the initial year of the two (2) year agreement. Additional games and practices may be scheduled as noted in the agreement and addendum. Additional charges for press box staff, light usage for practices, or additional practices will be charged per game/practice in addition to the annual fee, as set forth in the fee schedule in Exhibit B.

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

The newly formed Tall City Black Gold Minor League Football Club plans to make Astound Broadband Stadium their home field for games held in their May through August seasons in 2026-2027. The rental agreement with an addendum spells out the terms, requirements, and specifics of both the club's use of Astound Broadband Stadium for four (4) home games, and the use of one auxiliary field for practices for up to fifty (50) hours in the 2026 and 2027 seasons. The agreement does provide for two extensions of one year each. All rates for the rental of the stadium and the auxiliary fields are the rates established by City Council for all rentals of the facilities. Rates for press box staffing and practice field lights will be billed separately on a per game or per practice basis as needed.

Attachments:

- A. (Final) Rental Agreement Template 2026
- B. (Final) Addendum to SSC Rental Agreement
- C. Black Gold ExA
- D. Exhibit B Rental Fees

Laurie Williams, Parks & Recreation
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026
Approved - 1/20/2026
Approved - 1/20/2026
Approved - 1/21/2026
Final Approval - 1/21/2026



**RENTAL AGREEMENT
FOR SCHARBAUER SPORTS COMPLEX
5514 CHAMPIONS DRIVE
MIDLAND, TEXAS 79706
432-681-7650**

This Rental Agreement (“*Agreement*”) is made and entered into this [INSERT DATE], by and between the CITY OF MIDLAND (“*Lessor*”), and [INSERT COMPANY NAME], (“*Lessee*”).

1. Upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Lessor hereby leases to Lessee, and Lessee hereby lets from Lessor, the premises set forth below (the “*Premises*”) as designated by the initials of each signatory hereto:

- _____ a. The property and facility known as Momentum Bank Ballpark at the Scharbauer Sports Complex.
- _____ b. The property and facility known as the Astound Broadband Stadium at the Scharbauer Sports Complex.
- _____ c. The property known as the Scharbauer Sports Complex Parking Lot and/or the Coterra Pavilion.
- _____ d. Property and/or facilities further described in the Addendum to Rental Agreement for Scharbauer Sports Complex executed by Lessor and Lessee (the “*Addendum*”), which is attached hereto and incorporated herein for all purposes.

2. For those purposes specifically listed herein and in the Addendum, and no other purposes without the prior written consent of the Sports Complex Manager, for a term commencing on February 1, 2026, and terminating on January 31, 2028, and as further qualified by the Addendum.

3. [Intentionally Omitted].

4. Lessee acknowledges that if Lessee requests to hold certain events and activities on the Premises for any purposes not contemplated herein or in the Addendum, such events may require a Temporary Land Use Permit through the Planning Division of the City of Midland. Lessee also

understands that other permits through the City of Midland may be required for certain uses. Nothing in this section shall be interpreted to grant Lessee the right to hold any events or activities on the Premises that are not explicitly listed herein or in the Addendum without the prior written consent of Lessor.

5. Lessee shall pay Lessor (with a check sent to City of Midland Parks and Recreation Department at 2300 Butternut Lane, Midland, Texas, 79705) for the use of the Premises those fees specifically listed in Section 4 of the Addendum. Additionally, Lessee shall also pay all fees and taxes for required services and accommodations or materials furnished to or loaned to Lessee. Full payment shall be received at the time of the execution of this Agreement or as otherwise specified in the Addendum.

6. Lessor shall furnish, at Lessee's expense, normal field lighting and electricity necessary for Lessee's use of the Premises as specified in the Addendum. Lessor shall not be responsible for any loss resulting from any lack of heat, water or lights due to force majeure or the failure of equipment to operate properly through no fault of Lessor. No flammable liquids, pyrotechnics or other ignitable materials may be used on the turf-playing surface. No gasoline, oil, flashlights or any other artificial lighting, light plant or electrical equipment shall be permitted on the Premises, and no engine, motor or machinery shall be operated on the Premises without Lessor's prior written consent. No vehicles shall be allowed on the Premises without prior written consent of Lessor.

7. All fees due under this Agreement, inclusive of the Addendum, shall be paid no later than seven (7) days after the conclusion of each game or practice or as otherwise specified in the Addendum. An itemized list of additional fees will be provided to Lessee by Lessor's Sports Complex Manager at the conclusion of each game or practice.

8. Lessor shall not be precluded from further claims for the actual cost of repairing any damage, which may be done to the Premises or the fixtures, furniture or furnishing therein or thereon or the cleanup of the Premises.

9. Unless otherwise specified in the Addendum, Lessee may cancel this Agreement at any time before the commencement date by notice in writing to Lessor. If such cancellation is received by Lessor at least seven (7) calendar days before the commencement date, all fees shall be reimbursed to Lessee, and Lessee shall be released from the obligation to pay the rent or fees hereunder. If such cancellation is not received prior to seven (7) calendar days before the commencement date, or if Lessee fails, for any reason, to take possession of or use the Premises, all fees shall be forfeited by Lessee and any disbursements or expenses incurred by Lessor shall be due and payable by Lessee to Lessor.

10. Lessor may cancel this Agreement at will, for no or any reason, upon giving at least thirty (30) days' written notice to Lessee. The parties to this Agreement understand and agree that it is in Lessor's sole and absolute discretion to cancel the Agreement at any time without penalty to Lessor. Lessee has no expectation and has received no guarantees that this Agreement will not be cancelled prior to the end of the term. The parties have bargained for the flexibility of cancelling this Agreement upon tender of the requisite notice at any time. In the event of cancellation of the Agreement by Lessor pursuant to this paragraph, the security deposit shall be returned to Lessee,

and Lessee shall be released from the obligation to pay the rent and fees listed herein and in the Addendum.

11. This Agreement, inclusive of the Addendum, 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.

12. Lessee shall have peaceful and quiet possession of the Premises for the purpose and term set forth herein.

13. Lessee shall return the Premises to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear and damage due to the elements accepted.

14. All tables, chairs, sound equipment, risers, podiums and similar items shall be obtained through Lessor.

15. Contracts for special installation of electricity, gas and plumbing connections shall be made by Lessee with contractors acceptable by Lessor. Any such contracts, connections and/or contractor shall be approved in advance and in writing by Lessor. All such connections and related work shall be at the expense of Lessee, including any related costs incurred by Lessor.

16. Lessee shall obtain the services of an adequate number of licensed peace officers to ensure the safety and security of game attendees. The number of licensed peace officers that Lessee is required to provide for pursuant to this paragraph shall conform with the requirements of: (i) applicable Midland Police Department General Orders; (ii) the Midland Police Department Administrative Services Bureau Standard Operating Procedures Off Duty Policy; and (iii) Lessee's City Manager or his designee.

17. All ticket sales for games shall be the sole responsibility of Lessee. Lessor reserves the right to remove from the Premises any and all employees of Lessee and the right, through its officers and agents, including police officers, to eject any objectionable person or persons from the Premises. If Lessor exercises this right, Lessee hereby waives any and all claims for damages against Lessor and its officers, directors, employees and agents on account thereof.

18. If this Rental Agreement is for the leasing of the Momentum Bank Ball Park at the Scharbauer Sports Complex, Lessee agrees that this Agreement is subject to all terms and provisions of Lessor's Agreement with Diamond Baseball Holdings, dba Midland RockHounds Baseball, and the Luxury Suite Lease between Diamond Baseball Holdings, dba Midland RockHounds Baseball and various lessees. Furthermore, the insurance certificate required in paragraph 26 of this Agreement shall name Diamond Baseball Holdings, dba Midland RockHounds Baseball as an additional insured.

19. It is expressly understood and agreed that Lessee shall act as described herein as an

independent contractor and not as an officer, agent, servant or employee of Lessor; that Lessee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of Lessor. 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. Lessee shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Lessor does not have the power to direct the order in which the work is done. Lessor shall not have the right to control the means, methods or details of Lessee's work. Lessee shall assume exclusive responsibility for the work. Lessee is entirely free to do the work in its own way.

20. In case the Premises shall be destroyed or damaged by fire or other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement impossible, then the term of this Agreement shall end, and Lessee shall be liable to pay rent only up to the time of such termination, and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

21. Lessor, by and through its policemen, firemen and other designated representatives, shall have the right at any time to enter any portion of the Premises for any purpose whatsoever, and the Premises shall at all times be under the charge and control of the City of Midland. The entrances and exits of the Premises shall be locked or unlocked under the direction of Lessee in accordance with terms of this Agreement.

22. Lessor shall have the sole right to collect, store and/or dispose of articles left at the Premises by Lessee or persons attending Lessee's games and practices. Lessor shall not be liable to Lessee for collecting, storing and/or disposing of such articles.

23. With the exception of public or private schools and colleges or junior colleges, **LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND LESSOR'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 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 LESSEE, ITS AGENTS, EMPLOYEES, OR ANY SUBCONTRACTOR ARISING OUT OF OR RESULTING FROM LESSEE'S USE OF, OR ACTIVITIES ON, THE PREMISES, AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.**

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND LESSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY 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 LESSOR, LESSOR'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 LESSEE OR LESSEE'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 LESSEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS, WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF LESSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

24. RELEASE - NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LESSOR, LESSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, WHICH LESSEE 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 LESSOR'S NEGLIGENCE.

25. Lessee assumes full responsibility for the character, acts or conduct of all persons admitted to the Premises for the purpose stated herein. Lessee shall, at its expense, have on hand at all times sufficient police, stagehands and other personnel to maintain order and protect the persons and property at the Premises.

26. With the exception of public or private schools and colleges or junior colleges, Lessee 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:

Comprehensive General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000 per person \$1,000,000 per occurrence
-Property Damage:	\$500,000 per occurrence

Worker's Compensation: Statutory limits

Employers' Liability: \$500,000 per accident or occurrence

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

27. Lessee shall not obstruct any means of ingress or egress to and from the Premises or any part thereof.

28. Lessee shall not bring or permit anyone to bring onto the Premises anything, which will increase the fire hazard or the rate of insurance on the Premises or any fixtures, furniture or furnishings therein or thereon. Lessee shall not bring or permit any person to bring onto the Premises any animal or property of any kind without the prior written consent of the City of Midland. No decorations shall be put up without the prior written consent of the City of Midland. Lessor reserves the right at any time to require Lessee to remove from the Premises any animals, furniture, fixtures, wiring, exhibits or other items placed thereon without the prior written consent of the City of Midland.

29. Lessee shall not cause or permit any nails, hooks, screws or other similar items to be installed into any portion of the Premises, nor shall any signs be affixed to any portion of the Premises. There shall be no stakes hammered into the parking lot. No changes, alterations, repairs, painting or staining of any part of the Premises or the fixtures, furniture or furnishings therein or thereon shall be permitted. Lessee shall pay the cost of repairing all damage which is done to the Premises or the fixtures, furniture or furnishings therein or thereon by Lessee, its agents, servants, employees or anyone present at the Premises upon the invitation of Lessee including the patrons of the event or function taking place. Lessor shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing same and whether the damage is the responsibility of Lessee. The decision of Lessor is final unless, within ten (10) days after said decision, Lessee gives written notice to Lessor of its intent to appeal. Such notice shall fully and completely state the grounds of said appeal, and no ground other than those stated shall be considered. Lessor's decision regarding Lessee's appeal shall be final and binding upon the parties.

30. Lessee shall comply with all laws of the United States of America and the State of Texas, all ordinances of the City of Midland and all rules and requirements of the police and fire departments or other municipal authorities of the City of Midland and will obtain and pay for all necessary permits, licenses, taxes and fees. Lessee will not do or suffer to be done on the Premises anything, which is in violation of any such law, ordinance, rule or requirement.

31. Lessee 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 Lessor. The issue on whether to grant consent to an assignment is in the sole discretion of Lessor.

32. By executing this Agreement, **LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST LESSOR, 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. LESSEE SPECIFICALLY AGREES THAT IF LESSEE 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), LESSEE AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED.

Lessee agrees that this is the intentional relinquishment of a presently existing known right. By execution of the Agreement, Lessee hereby represents and warrants to Lessor that Lessee has read and understood all terms and conditions of the Agreement. This Section shall not be construed or interpreted as a waiver of sovereign immunity.

33. All ordinances and resolutions of the City of Midland, Texas, relating to the rental or use of the Premises are hereby made a part hereof as if fully set forth herein.

34. Lessee agrees to advise all exhibitors offering goods for sale that all applicable sales taxes must be paid. In addition, Lessee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101 et seq.) and any regulations issue thereunder, including, but not limited to, the assumption of any and all responsibilities for the payment of royalties which are due for the use of copyrighted work in Lessee's performances or exhibitions. **LESSEE AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY CLAIMS OR DAMAGES WHATSOEVER ARISING OUT OF LESSEE'S INFRINGEMENT OR VIOLATION OF SAID COPYRIGHT LAWS.**

35. If it becomes necessary in the judgment of Lessor to evacuate the Premises for reasons of public safety, Lessee will cooperate and assist Lessor in evacuating the Premises. Once the need for such evacuation is abated, Lessee shall have the right to extend the period hereof for such additional time as is necessary for the completion of Lessee's scheduled activity, unless such extension should conflict with prior scheduling for the Premises. If it is impossible or impractical to complete the activity, the rental shall be forfeited, prorated or adjusted in the sole discretion of Lessor, and Lessee hereby waives any claim for damages or compensation caused by same.

36. Lessor may make such announcements, as Lessor deems necessary at any time in the interest of public safety. Lessee will cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require persons present to return to their seats.

37. The waiver by Lessor or failure of Lessor to insist upon strict and prompt performance of covenants and agreements hereunder, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of Lessor's rights

thereafter strictly to enforce the same.

38. Food and/or other alcoholic beverages to be sold, given away or used upon the Premises shall be in accordance with the rules and regulations promulgated by the City of Midland and the laws of the State of Texas regulating the sale and use of food and/or alcoholic beverages. The parties acknowledge and agree that all concessions sales, including food, beverage, and merchandise sales at the Premises are governed by that certain City of Midland Service Contract 17002610 relating to Concession Management Services for Events Held at Astound Broadband Stadium (the “*Concessions Agreement*”) between the City of Midland and DBH Midland, LLC (the “*Concessions Operator*”). Lessee shall not sell concessions or conduct any concessions operations on the Premises without the prior written consent of Lessor and Concessions Operator. The sale, service, and distribution of alcoholic beverages on the Premises are governed exclusively by the Concessions Agreement, and Lessee shall not be permitted to sell alcohol on the Premises. Furthermore, Lessee shall have no responsibility for or control over the sale, service, pricing, or operations related to alcohol sales on the Premises.

39. Per the Naming Rights Agreement with Astound Broadband powered by Grande, Astound shall have rights to the South Community Room for any event held within the stadium. The City of Midland also holds the rights to purchase six (6) tickets to any events within the stadium.

40. It is understood that the Premises are owned by the City of Midland and that any discrimination by Lessee, its agents or employees, on account of race, color, religion, national origin, or other protected class under federal or state law in the use of or admission to the Premises is prohibited.

41. Lessor’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.

42. By executing this Agreement Lessor is not waiving its right of governmental immunity. Lessor is retaining its immunity from suit. Lessor is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

43. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or its legal representative, shall give the City Manager notice in writing (consisting of one (1) original and seven (7) copies of such notice, attached to a copy of this Agreement) of such damages, duly verified, within one hundred and fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Lessee

relies to establish its claim. Lessee's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Lessor from any liability whatsoever. Lessor is under no obligation to provide notice that Lessee's notice is insufficient. Lessor reserves the right to demand reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after Lessee's receipt of said demand.

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 contrary provision contained herein, Lessee's failure to comply with the requirements herein shall perpetually bar Lessee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Lessor has actual or constructive notice or knowledge of said claim or alleged damages. Lessee agrees that the requirements of this entire Agreement are reasonable.

44. The terms of this Agreement, inclusive of the Addendum, are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

45. Whenever any notices required by this Agreement are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

Address for notice:

Andy Cedillo, Manager

Scharbauer Sports Complex

5514 Champions Drive

Midland, Texas 79705

432-681-7650

Address for notice:

Name

Address

City, State, Zip Code

Phone Number

The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

[Signature Page Follows]

WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 20__.

LESSOR:

CITY OF MIDLAND, TEXAS

By: _____

Name: Laurie M. Williams

Title: Parks and Recreation Director

LESSEE:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of _____.

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

Notary Public, State of _____

My Commission Expires: _____

ADDENDUM TO RENTAL AGREEMENT FOR SCHARBAUER SPORTS COMPLEX

This Addendum ("Addendum") is made and entered into as of _____, 2026, and serves to incorporate specific provisions contained herein into that certain Rental Agreement for Scharbauer Sport Complex (the "Agreement"), by and between the CITY OF MIDLAND ("City"), and _____, ("Lessee").

RECITALS

WHEREAS, City and Lessee have entered into the Agreement for use of Astound Broadband Stadium and the auxiliary fields at the Scharbauer Sports Complex located at 5514 Champions Drive , Midland, Texas, 79703;

WHEREAS, Lessee desires to use the Premises as the home venue for a professional independent league football franchise (the "Team");

WHEREAS, the parties wish to establish special provisions specific to such football facility use that shall supplement and, where applicable, modify certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. PURPOSE AND STRATEGIC INTENT

This Agreement establishes Astound Broadband Stadium at the Scharbauer Sports Complex as the official home venue for the Team. The parties acknowledge that this collaboration supports the City's strategic priorities by:

1. Enhancing sports tourism as a driver of economic development;
2. Expanding youth engagement opportunities through community-based programming;
3. Elevating quality of life for Midland residents by promoting regional entertainment, family recreation, and civic pride.

2. LEASE PREMISES – FOOTBALL SPECIFIC

2.1 Included Facilities

City leases to Lessee Astound Broadband Stadium at the Scharbauer Sports Complex, together with all improvements and fixtures, and including the auxiliary fields depicted in Exhibit "A" attached hereto (collectively, the "Leased Premises"), for exclusive use by Lessee as the home stadium for Independent League Football. Lessee's exclusive use and enjoyment of the Leased Premises shall be expressly limited to those certain dates and times mutually agreed upon and scheduled in accordance with the procedures outlined in Section 5.2 of this Addendum.

Notwithstanding the above or any other conflicting provision contained herein, Lessee's use of the Leased Premises is expressly limited as follows:

1. Lessee's use and enjoyment of the Leased Premises shall only occur during those certain dates and times mutually agreed to by the parties and scheduled in accordance with the procedures outlined in Section 5.2 of this Addendum;
2. Lessee's use and enjoyment of Astound Broadband Stadium and its facilities shall only occur during scheduled league games;
3. Lessee's use and enjoyment of Astound Broadband Stadium during such scheduled league games shall not include one (1) community room located therein, which shall be designated by City's Director of Parks and Recreation; and
4. Lessee's use and enjoyment of the auxiliary fields shall be limited to one (1) field per practice session, which shall be designated by City's Director of Parks and Recreation or her designee. Lessee may not conduct more than one (1) practice session per day during the Term unless otherwise agreed to in writing by City.

2.2 Definition of Independent League Football

"Independent League Football" means an organized professional independent football league or a collegiate summer football league. Independent League Football does not include amateur football games, and the exclusivity provisions herein do not exclude amateur games and events, little league or youth football, high school football, collegiate football affiliated with a college or university, and similar amateur games and events.

2.3 City's Retained Rights

City retains all rights of ownership and control over the Leased Premises and expressly reserves the right to lease or otherwise allow use of the facility to other individuals, entities, or organizations for any dates and times not specifically identified and agreed to by the Parties as part of Lessee's confirmed schedule. City retains full scheduling priority for all municipal, school district, or previously approved events and reserves the right to enter into agreements with other users, organizations, or third parties for use of the Leased Premises, provided such uses do not materially conflict with the Lessee's previously agreed-upon facility schedule.

2.4 Surrender of Leased Premises

Lessee shall surrender the Leased Premises at the end of each scheduled game or practice clean and free of trash and in the same condition as existed at commencement of each game or practice, allowing for reasonable wear and tear.

3. TERM AND RENEWAL

3.1 Initial Term

The term of this Agreement shall be for two (2) years (the "Term"), unless sooner terminated as provided herein. The Term commences on February 1, 2026 (the "Commencement Date") and ends on January 31, 2028. Notwithstanding the foregoing, nothing in this Section shall be interpreted to allow Lessee use of the Leased Premises outside of those dates and times mutually agreed upon and scheduled in accordance with the procedures outlined in Section 5.2 of this Addendum.

3.2 Renewal Options

3.2(a) Renewal Right

Lessee shall have the option to extend the Agreement for two (2) consecutive additional periods of one (1) year each (each option is referred to as a "Renewal Option" and each such period is referred to as a "Renewal Option Period"). Each Renewal Option Period shall commence at 12:00 a.m. on the day immediately following the expiration of the Term or previous Renewal Option Period, as applicable.

3.2(b) Notice Requirements

Lessee's ability to exercise each Renewal Option shall be subject to Lessee delivering to City written notice of its election to extend the Term on or before:

1. Ninety (90) days prior to the expiration of the initial Term; or
2. Sixty (60) days prior to the expiration of any previous Renewal Option Period.

3.2(c) Consequences of Failure to Renew

In the event that Lessee does not timely provide written notice of its request to exercise a Renewal Option, then the Agreement shall terminate as of the expiration of the initial Term or the then-current Renewal Option Period.

3.2(d) Default and Renewal

If Lessee is in default under any provision of this Agreement at the time of exercise, Lessee shall not be entitled to exercise its Renewal Option.

4. RENT AND PAYMENT OBLIGATIONS – FOOTBALL SPECIFIC

4.1 Base Rent

Lessee shall pay the City a minimum annual Base Rent of \$25,500 (four (4) home games per calendar year at a rate of \$6,375 per game). This Base Rent is non-refundable and payable regardless of the number of games actually held.

4.2 Payment of Base Rent

Base Rent shall be due and payable in advance prior to April 1st of each year of the Term or Renewal Option Period, without notice, demand, set-off, or counterclaim. Payment shall be made to the City of Midland Parks and Recreation Department at 2300 Butternut Lane, Midland, Texas 79705.

4.3 Additional Game Fees

If Lessee schedules or plays more than four (4) games at the Leased Premises in any calendar year, Lessee shall pay the City an additional fee of \$6,375 per game. These additional game fees shall be due and payable to the City no later than five (5) business days prior to the date of each additional game, unless otherwise agreed in writing by the City. The City reserves the right to deny facility access for any additional game for which payment has not been received by the deadline.

4.4 Annual Fee Adjustments

Beginning in the second year of the Term, and on each anniversary thereafter, both the Base Rent and Additional Game Fee shall automatically increase by three percent (3%) annually, compounded.

4.5 Utilities

City shall pay the cost for all utilities consumed or provided to the Leased Premises, including water, gas, heat, light, power, sewer, and trash collection. Lessee shall use reasonable efforts to avoid waste in the use of utilities.

4.6 Practice Field Rental Fees

4.6(a) Minimum Practice Fee

In consideration of the practice hours credited to Lessee under Section 5.2(b), Lessee shall pay to the City a non-refundable minimum practice field rental fee of _____ and No/100 Dollars (\$_____) per year, said fee being the product of the credited practice hours and the rate of \$75.00 per hour. This minimum fee shall be due and payable in full with the Base Rent each year, regardless of whether Lessee utilizes all credited practice hours.

4.6(b) Additional Practice Fees

Should Lessee schedule and receive approval for more than the credited practice hours in any year of the Term, Lessee shall pay an additional fee of \$75.00 per hour for each additional practice hour beyond the credited hours. These additional fees shall be invoiced by the City and must be paid no later than five (5) business days prior to the scheduled use, unless otherwise agreed in writing by the City. The City reserves the right to deny facility access for any practice session for which payment has not been received by the deadline.

4.6(c) Auxiliary Field Lighting Fees

In the event that artificial lighting is required for Lessee's use of the auxiliary fields, a separate lighting fee of \$25.00 per hour shall be assessed. These fees will be calculated based on the actual duration of light usage and billed to the Lessee on a monthly basis.

4.7 No Additional City Obligations

Except for costs that City has specifically agreed to pay pursuant to the express terms of the Agreement and this Addendum, City shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with the Agreement.

4.8 Additional Fees

In addition to the fees above, Lessee shall pay all applicable fees listed in the Astound Broadband Stadium and Auxiliary Field Fee Schedule, which is attached hereto as Exhibit "B" and incorporated herein for all purposes.

5. USE OF LEASED PREMISES – USER AGREEMENT

5.1 Franchise and Independent League Exclusivity

The Leased Premises shall serve as the home stadium for the Team, a new professional independent league football franchise. The Team shall have exclusive use of the Leased Premises for the purpose of playing Independent League Football during the Term and any Renewal Option Period, subject to the limitations and conditions set forth herein including but not limited to Section 2.1 above.

Notwithstanding this exclusive provision, City shall have the express right to use the Leased Premises for any event of any type whatsoever that does not conflict with the exclusivity provisions herein and the Home Season as defined in Section 5.2(a).

5.2 Permitted Uses

Lessee's use of the Leased Premises shall at all times conform to those parameters and restrictions referenced in Sections 1 and 2 of this Addendum (the "Permitted Uses"):

5.2(a) Home Season

The Team shall play a League Football home schedule at the Leased Premises each year during the Term (each, a "Home Season"), consisting of up to four (4) home games scheduled between May 1st and August 1st. The scheduling of each Home Season during the Term shall proceed as follows:

1. Lessee shall submit to City a proposed schedule identifying the specific dates and times for all home games to be held during the upcoming Home Season.
2. For all years except the initial year, this schedule must be provided no later than November 15 of the year preceding each Home Season.
3. For the initial year only, the schedule shall be submitted no later than March 1 following the Commencement Date.
4. In the event of scheduling conflicts with events scheduled prior to the City's receipt of Lessee's proposed Home Season schedule, City will make reasonable efforts to accommodate Lessee's requested dates but shall not be obligated to reschedule or displace any scheduled events.

5.2(b) Auxiliary Field Use; Practice Hours

During each Home Season, Lessee shall be credited _____ practice hours for auxiliary field use, subject to availability and coordination with City. All practice sessions must be scheduled in advance in accordance with the scheduling process outlined in Section 5.2(a).

If in any Home Season Lessee's use of the auxiliary fields cumulatively exceeds the practice hours credited herein, Lessee shall pay City additional rental fees as prescribed in Section 4.6(b).

5.3 Other Uses Require Separate Authorization

For any proposed use of the Leased Premises outside the scope of the Permitted Uses set forth in Section 5.2, Lessee shall be required to obtain City's prior written approval and may be required to enter into a separate facility rental agreement or other applicable authorization. This may include, but is not limited to, obtaining a Temporary Land Use Permit, as determined appropriate by City. Approval of such uses shall be at City's sole discretion and subject to additional fees, insurance, and compliance requirements as deemed necessary.

5.4 Security

Lessee shall, at its sole expense, provide for security services in accordance with the requirements contained in the Agreement.

5.5 Improvements and Maintenance

5.5(a) Maintenance Obligation

At all times during Lessee's occupancy of the Leased Premises, Lessee shall ensure all buildings and improvements located on the Leased Premises remain free from undue damage, and that when the Leased Premises is surrendered to City, such buildings and improvements remain in the same state of appearance and repair as when Lessee assumed possession of the Leased premises, ordinary wear and tear excepted.

5.5(b) [Intentionally Omitted]

5.5(c) Ownership of Improvements

Any improvements, additions, alterations, and fixtures constructed, placed, or maintained on any part of the Leased Premises during the Term shall be considered part of the real property of the Leased Premises and shall remain on the Leased Premises and become City's property when this Agreement terminates.

5.6 Inspection of Leased Premises

City may enter upon the Leased Premises at any reasonable time during the Term for the purpose of determining whether Lessee is complying with the terms and conditions hereof or for any other purpose incidental to the rights of City.

6. CONCESSIONS AND ALCOHOL SALES

6.1 Concessions Operator

The parties acknowledge and agree that all concessions sales, including food, beverage, and merchandise sales at the Leased Premises are governed by that certain *City of Midland Service Contract 17002610 relating to Concession Management Services for Events Held at Astound Broadband Stadium* (the "Concessions Agreement") between the City of Midland and DBH Midland, LLC (the "Concessions Operator"). Lessee shall not sell concessions or conduct any concessions operations on the Leased Premises without the prior written consent of the City and Concessions Operator.

6.2 Alcohol Sales

The sale, service, and distribution of alcoholic beverages on the Leased Premises are governed exclusively by the Concessions Agreement, and Lessee shall not be permitted to sell alcohol on the Leased Premises. Furthermore, Lessee shall have no responsibility for or control over the sale, service, pricing, or operations related to alcohol sales on the Leased Premises.

6.3 No Interference with Concessions Operations

Lessee shall not interfere with, obstruct, or impede the Concessions Operator's performance of its duties under the Concessions Agreement. Lessee shall cooperate with the Concessions Operator and

City personnel to ensure smooth and compliant operations of all food, beverage, and merchandise sales during Home Season games and events.

7. COMMUNITY BENEFIT COMMITMENTS

7.1 Voluntary Community Programming

To support City's strategic goals related to youth engagement, quality of life, and civic enrichment, Lessee is encouraged to offer community benefit programming during the Term and any Renewal Option Period. Voluntary programs may include:

7.1(a) Youth Camps and Fan Days

Hosting free Youth Football Skills Camps or Fan Day events at the Scharbauer Sports Complex that are open to the public and publicly advertised, with participation priority given to Midland-area youth.

7.1(b) Student Access to Games

Offering discounted general admission tickets to regular season home games for students enrolled in Midland Independent School District (MISD) or another local, recognized educational program in grades 1 through 12, at a discount of fifty percent (50%) or greater off the standard ticket price.

7.2 In-Kind Field Use for Community Programs

If Lessee conducts any of the community programs described in Section 7.1, City shall waive field rental fees for the use of the auxiliary fields for those specific activities. To be eligible for in-kind field use, the event must:

1. Be hosted directly by Lessee or in partnership with a local nonprofit organization;
2. Be open to the public and non-commercial in nature;
3. Be approved in advance by City; and
4. Be used specifically for one or more activities described in Section 7.1.

7.2(a) Community Benefit Event Plan

Lessee must submit a Community Benefit Event Plan to City no later than February 15 of each calendar year in which it seeks in-kind field use, identifying the proposed activities, dates, and partner organizations, subject to City approval and scheduling availability; provided, however, that for the first year of the Term, Lessee shall submit a Community Benefit Event Plan no later than April 15, 2026.

8. CONFLICT WITH AGREEMENT

8.1 Modification of the Agreement

To the extent this Addendum conflicts with or modifies any provision of the Agreement, the provisions of this Addendum shall control. All other provisions of the Agreement that are not specifically modified herein shall remain in full force and effect and are hereby incorporated by reference for all purposes.

8.2 Severability

If any provision of this Addendum is found to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to make it valid, or if it cannot be reformed, shall be severed, and all remaining provisions shall remain in full force and effect.

9. ENTIRE AGREEMENT

The Agreement, inclusive of this Addendum and all exhibits attached thereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements between the parties, whether oral or written.

10. EXECUTION AND EFFECTIVENESS

This Addendum shall become effective upon execution by both parties and shall remain in effect for the duration of the Base Agreement and any Renewal Option Periods, unless sooner terminated as provided herein.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

CITY OF MIDLAND, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

[INSERT COMPANY NAME]

By: _____

Name: _____

Title: _____

Date: _____

SCHARBAUER SPORTS COMPLEX

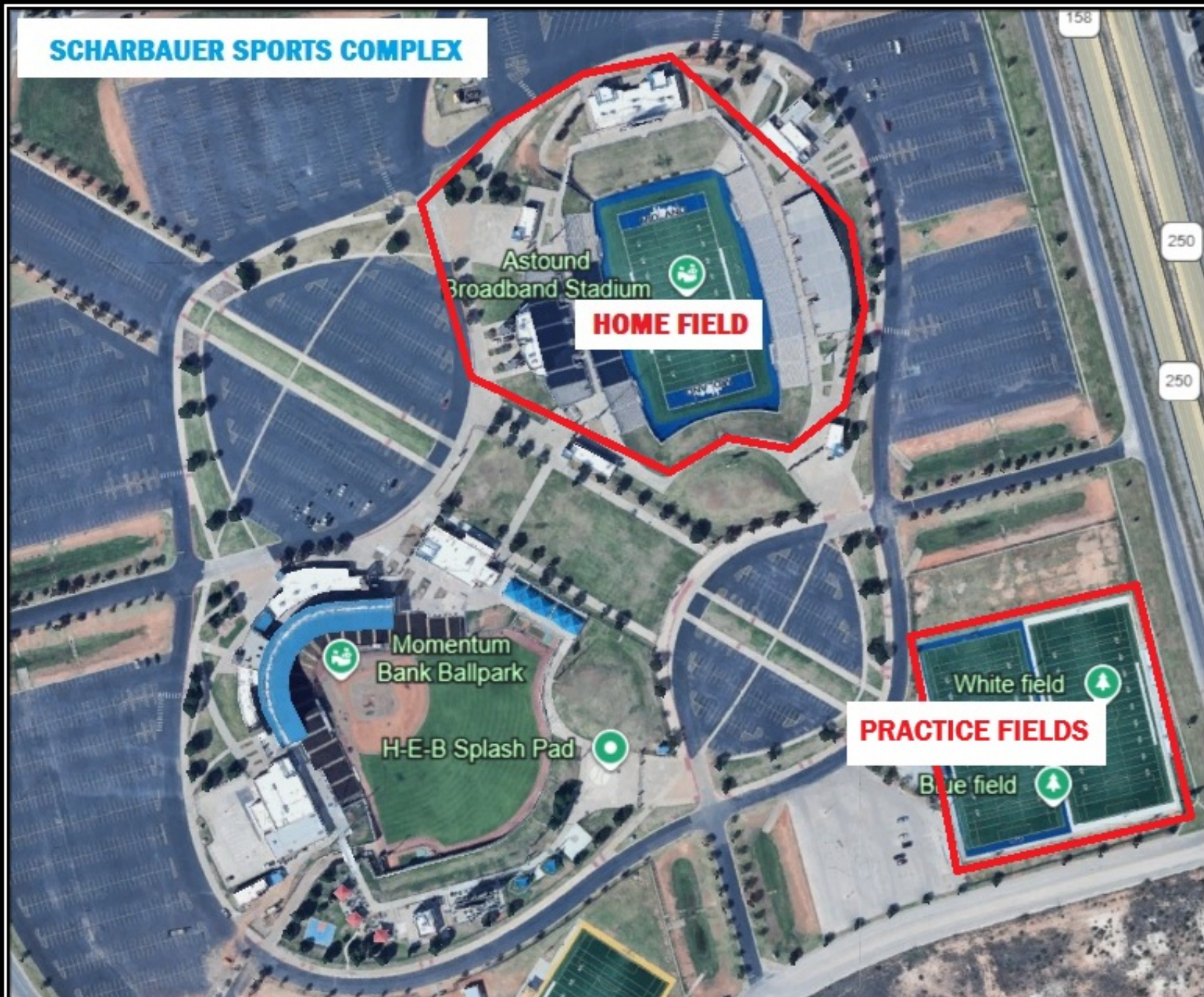


EXHIBIT A ASTOUND BROADBAND STADIUM AND PRACTICE FIELDS

EXHIBIT B

Astound Broadband Stadium and Auxiliary Field Fee Schedule

ASTOUND BROADBAND STADIUM

Sporting Events

Half Stadium Rental	\$1,500.00/day
Whole Stadium Rental	\$3,000.00/day

Cleaning Fees

Less than 2,000 people	\$1,500/side
More than 2,000 people	\$2,500/side

Lighting Fee	\$75.00/hour
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SCOREBOARD AND VIDEO OPEATIONS (ALL FEES PER HOUR PER PERSON)

Scoreboard Operator	\$50.00
PA Announcer	\$50.00
Spotter	\$50.00
Video Board Operator	\$50.00
Camera Operators	\$45.00
Replay Technician	\$45.00
Sound Operator	\$45.00

AUXILLARY FIELD RENTALS (PER HOUR PER FIELD)

Field Rental Fee	\$75.00
Lights	\$25.00

BASE RENTAL PER GAME

\$3000 Whole Stadium Rental
\$3000 Cleaning Fee (\$1500 per side, less than 2000 people)
\$ 375 Base Light Fee (\$75 x 5)
\$6375 Total Base Rental per game

Scoreboard and Video operations will be billed “per game” after each game.

Light use for practices will be billed monthly for actual usage during scheduled practices.



City Council Meeting

Item Number: 14.
Meeting Date: January 27, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-495-006) BETWEEN THE CITY OF MIDLAND AND ANDEAVOR LOGISTICS RIO PIPELINE LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 7,12,13,19,20, AND 27, BLOCK C-23, P.S.L. SURVEY, WINKLER COUNTY, TEXAS AND SECTION 5, BLOCK C-24, P.S.L. SURVEY, LOVING COUNTY, TEXAS

Purpose:

This motion will provide a 10-year renewal of a 30' wide right of way for an existing thirteen-inch (13") Oil, Common Carrier, steel construction, pipeline on the City of Midland-owned T-Bar Ranch. The current Right of Way License 2016-030, dated January 27, 2016 with Rangeland Rio Pipeline, LLC is paid up to date with the "as-built" pipeline survey provided.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

Recommended Action:

Approve

Fiscal Impact:

The following fees have been collected:

Application fee paid (one time): \$1,000

10-year lease rate,

13" Pipeline (2,695.4 rods * \$400.00 per rod) \$1,078,160.00

Total Collected: \$1,079,160.00

Strategic Priority:

PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

This Common Carrier crude oil line runs along the state border line and is away from any water wells and will not interfere with the T-Bar Ranch water operations. There have been no reported safety or leak issues with this pipeline which is buried Forty-Eight (48) Inches deep.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Attachments:

- A. amended Andeavor executed ROW License 26-495-006
- B. Council Map Andeavor Rio
- C. COI - City of Midland, Texas, a home-rule municipal_Andeavor Logistics Rio Pipeline LLC_25-26 15M All - 10M PL_9-15-2025_376924961

John Simmons, Utilities

Carl Craigo, Utilities

Linda Ochoa, Legal

Jose Ortiz, City Secretary

Jan Hamilton, City Secretary

Created/Initiated - 1/13/2026

Approved - 1/16/2026

Approved - 1/20/2026

Approved - 1/21/2026

Final Approval - 1/21/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: January 28, 2026

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Tommy Gonzalez, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: **Andeavor Logistics Rio Pipeline LLC**

Licensee's Representative: **Michelle Gailour**

Licensee's Mailing Address: 150 N. Harbin, Ste. 422
Stephenville, Texas 76401

Property: As described in Article III below

License Number: **26-495-006**

Licensee desires use of certain Property (as defined below) in Loving and Winkler Counties, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. **Term**

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the

breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of ONE MILLION SEVENTY-EIGHT THOUSAND ONE HUNDRED SIXTY and No/100 Dollars (\$1,078,160.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars (\$1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the locations with operations limited to areas as shown on Exhibit A attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel construction pipeline, not to exceed thirteen (13) inches in diameter, for the transportation of oil and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's

lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any

portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Remediation. Licensee shall be responsible for any leaks or spills resulting from its operations which may occur on the Property and Licensee shall undertake all commercially reasonable efforts to ensure leaks and spills will be properly remediated with work on the affected area commencing within seven (7) days of initial discovery of an incident and continuing in good faith to its completion. Licensee shall report all spills and leaks to Licensor or its representatives within twenty-four (24) hours of initial discovery. Any portion of the Property affected by leaks, spills, re-entry, repairs, maintenance, or other related damages will be subject to remediation. During remediation, all contaminated soil shall be removed and replaced with fresh soil, free of contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Licensee shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Licensor so that the disturbed area shall be generally restored to its original condition. Acceptance of remediation work shall be in Licensor's sole discretion and contingent upon final inspection and verification of completion by Licensor or its representatives. All contaminated soil removed from the Property will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

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

License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensors.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensors as an additional insured and all insurance shall waive subrogation in favor of Licensors.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensors as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensors. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensors shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSORS AND LICENSORS' REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSORS, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY

EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A

PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

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

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT

LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnities, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local

Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and

Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

LICENSOR:
CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney

LICENSEE:
ANDEAVOR LOGISTICS RIO PIPELINE LLC



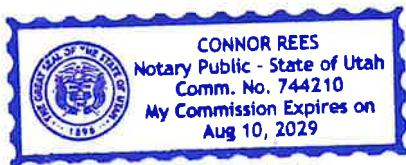
By: [Signature]
Printed Name: Nate Lloyd
Title: VP Regional NG&NGL Operations

THE STATE OF Utah
COUNTY OF Davis

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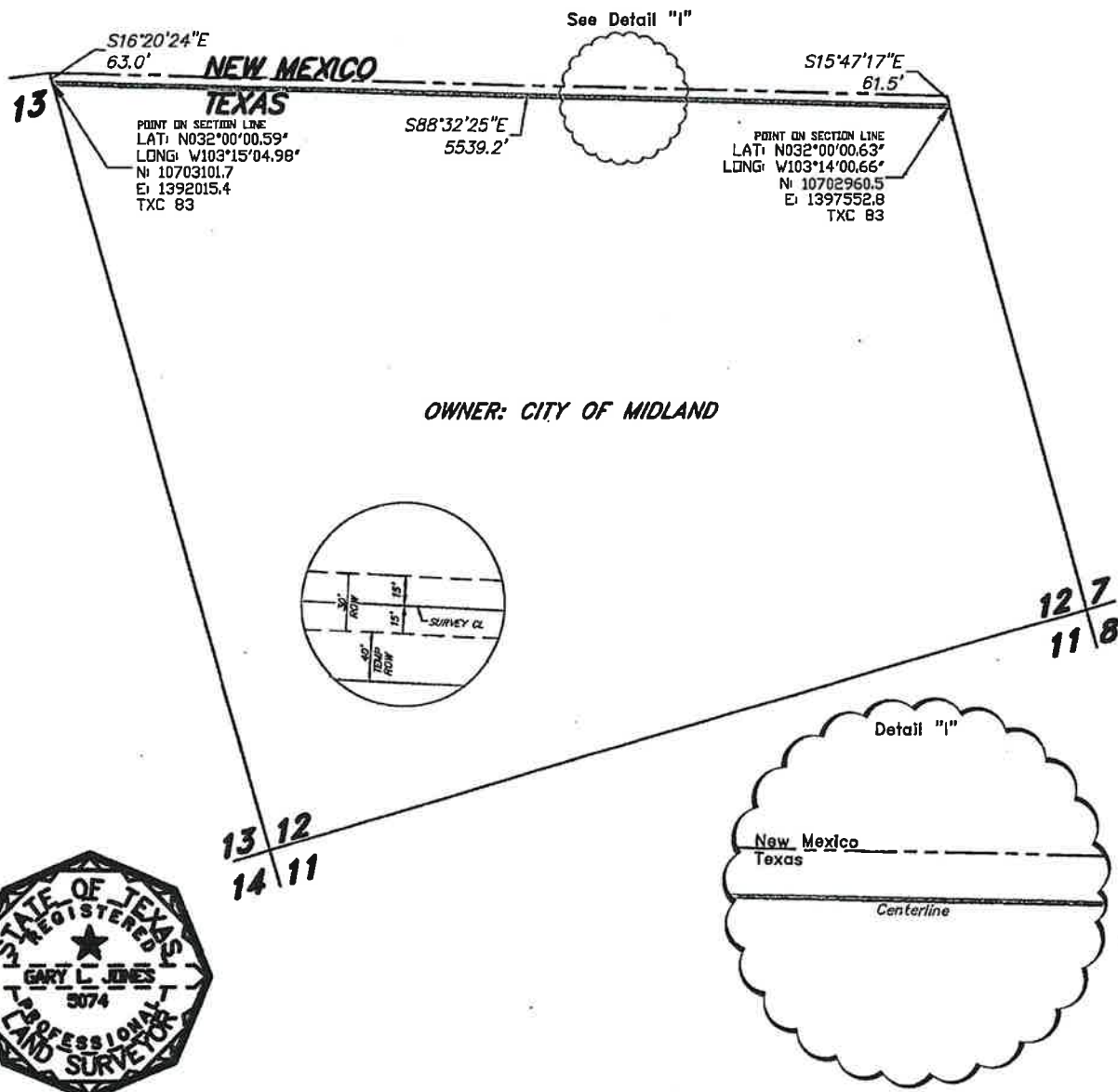
BEFORE ME, the undersigned authority, on this 9th day of January, ^a2025 ~~2025~~ 2026, personally appeared Nate Lloyd an officer of Andeavor Logistics Rio Pipeline LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of January, 2025. or 2026



[Signature]
Notary Public, State of Utah

**SECTION 12, BLOCK C23, PSL SURVEY.,
WINKLER COUNTY, TEXAS.**



SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.

COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.

SURVEY IS NOT A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

GARY L. JONES N.M. P.S. No. 7977
TEXAS P.L.S. No. 5074
TEXAS FIRM No. 10119700

basin
surveys

P.O. Box 1786 (575) 393-7316 - Office
1120 N. West County Rd. (575) 392-2206 - Fax
Hobbs, New Mexico 88241 basin-surveys.com

O-H ELEC LINE ——— E ——— E ———
PIPELINE/FLOW LINE ——— // ——— // ———
FENCE ——— X ———
ROAD ——— ——— ——— ——— ———
CENTER LINE PIPELINE ——— ——— ——— ——— ———
SECTION LINE ——— ——— ——— ——— ———
COUNTY/STATE LINE ——— ——— ——— ——— ———

POINT OF INTERSECTION FOUND CORNER
1000 0 1000 2000 FEET

RANGELAND
RIO PIPELINE,
LLC

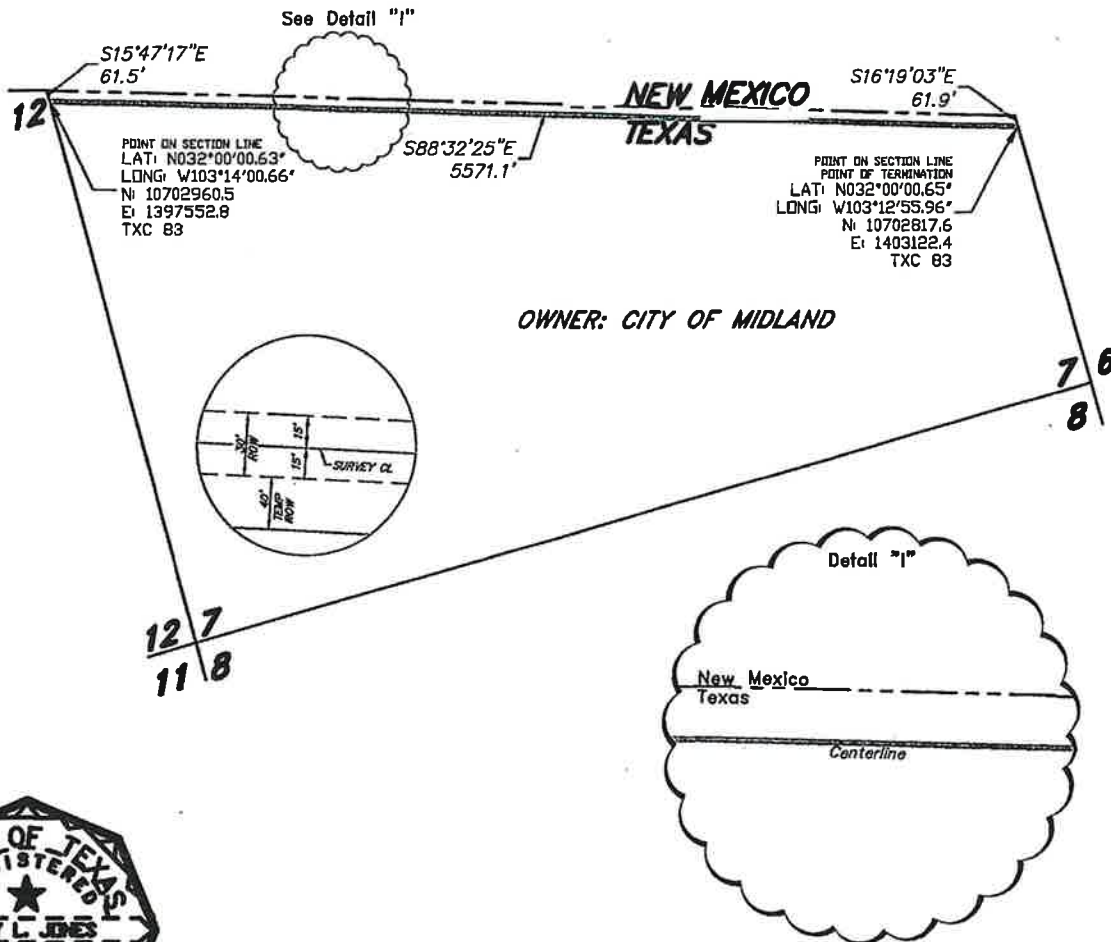
REF: PROPOSED PIPELINE ROW CITY OF MIDLAND

A PIPELINE CROSSING FEE LAND IN
SECTION 12, BLOCK C23, PSL SURVEY,
WINKLER COUNTY, TEXAS.

W.O. Number: RANGELA Drawn By: J. GOAD Date: 7-27-2015 Survey Date: VARIES Sheet 6 of 7 Sheets

SECTION 7, BLOCK C23, PSL SURVEY.,
WINKLER COUNTY,

TEXAS.



SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.

COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.

SURVEY IS NOT A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

GARY L. JONES N.M. P.S. No. 7977
TEXAS P.L.S. No. 5074
TEXAS FIRM No. 10119700

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Hobbs, New Mexico 88241 basinsurveys.com

0-H ELEC LINE ——— E ——— E ———
PIPELINE/FLOW LINE ——— // ——— // ———
FENCE ——— X ——— X ———
ROAD ——— ——— ——— ——— ———
CENTER LINE PIPELINE ——— ——— ——— ——— ———
SECTION LINE ——— ——— ——— ——— ———
COUNTY/STATE LINE ——— ——— ——— ——— ———
POINT OF INTERSECTION FOUND CORNER

**RANGELAND
RIO PIPELINE,
LLC**

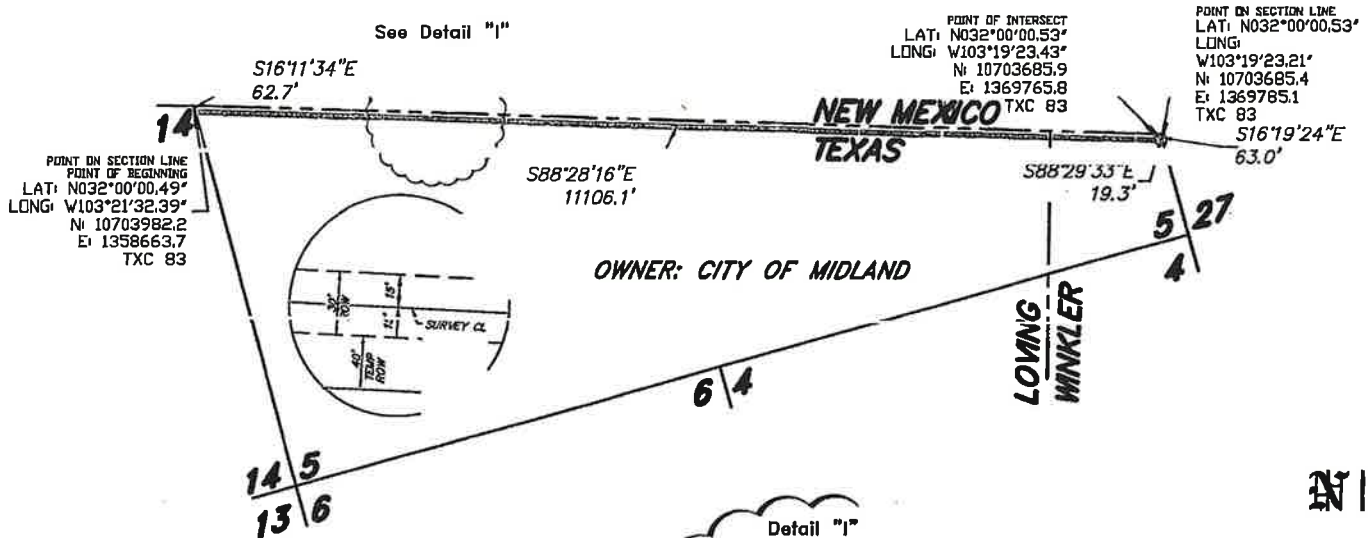
1000 0 1000 2000 FEET

REF: PROPOSED PIPELINE ROW CITY OF MIDLAND

A PIPELINE CROSSING FEE LAND IN
SECTION 7, BLOCK C23, PSL SURVEY,
WINKLER COUNTY, TEXAS.

W.O. Number: RANGELA Drawn By: J. GOAD Date: 7-27-2015 Survey Date: VARIES Sheet 7 of 7 Sheets

**SECTION 5, BLOCK C24, PSL SURVEY.,
LOVING & WINKLER COUNTIES, TEXAS.**



SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.

COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.

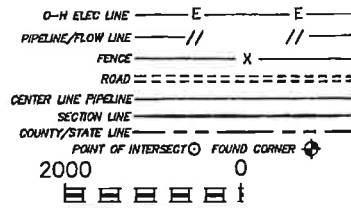
SURVEY IS NOT A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEY AS SPECIFIED BY THIS STATE.

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**RANGELAND
RIO PIPELINE,
LLC**

REF: PROPOSED PIPELINE ROW CITY OF MIDLAND

A PIPELINE CROSSING FEE LAND IN
SECTION 5, BLOCK C24, PSL SURVEY,
LOVING & WINKLER COUNTIES, TEXAS.

W.O. Number: RANGE Drawn By: J. GOAD Date: 7-27-2015 Survey Date: VARIES Sheet 1 of 7 Sheets

EXHIBIT A

**SECTION 27, BLOCK C23, PSL SURVEY.,
WINKLER COUNTY, TEXAS.**

See Detail "I"

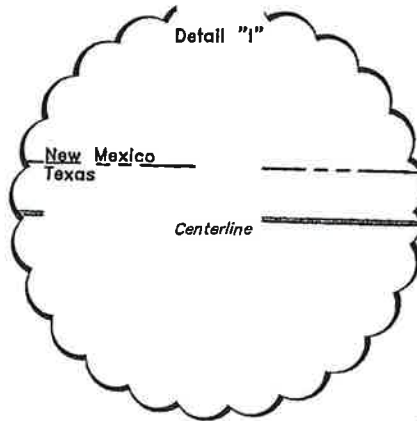
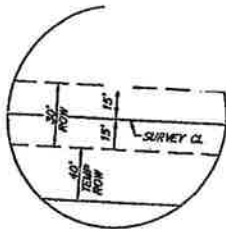
S16°19'24"E
63.0'
POINT ON SECTION LINE
LAT: N032°00'00.53"
LONG: W103°19'23.21"
N: 10703685.4
E: 1369785.1
TXC 83

NEW MEXICO
TEXAS
S88°29'33"E
5563.1'

S16°11'01"E
63.0'
POINT ON SECTION LINE
LAT: N032°00'00.55"
LONG: W103°18'18.61"
N: 10703539.0
E: 1375346.2
TXC 83

5 27
4

OWNER: CITY OF MIDLAND



27 20
26 21



4 27
3 26

SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.

COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.

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GARY L. JONES

N.M. P.S.
TEXAS P.L.S.
TEXAS FIRM

No. 7977
No. 5074
No. 10119700

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Hobbs, New Mexico 88241

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(575) 392-2206 - Fax
basinsurveys.com

0-H ELEC LINE ——— E ——— E ———
PIPELINE/FLOW LINE ——— // ——— // ———
FENCE ——— X ———
ROAD ———
CENTER LINE PIPELINE ———
SECTION LINE ———
COUNTY/STATE LINE ———
POINT OF INTERSECTION FOUND CORNER

1000

0

1000

2000 FEET

REF: PROPOSED PIPELINE ROW CITY OF MIDLAND

**RANGELAND
RIO PIPELINE,
LLC**

A PIPELINE CROSSING FEE LAND IN
SECTION 27, BLOCK C23, PSL SURVEY,
WINKLER COUNTY, TEXAS.

W.O. Number: RANGE Drawn By: J. GOAD Date: 7-27-2015

Survey Date: VARIES

Sheet 2 of 7 Sheets

TEXAS.



SURVEY IS NOT A BOUNDARY SURVEY.

GARY L. JONES	N.M. P.S.	No. 7977
	TEXAS P.L.S.	No. 5074
	TEXAS FIRM	No. 10119700

P.O. Box 1786 (575) 393-7316 - Office
1120 N. West County Rd. (575) 392-2206 - Fax
Hobbs, New Mexico 88241 basinsurveys.com

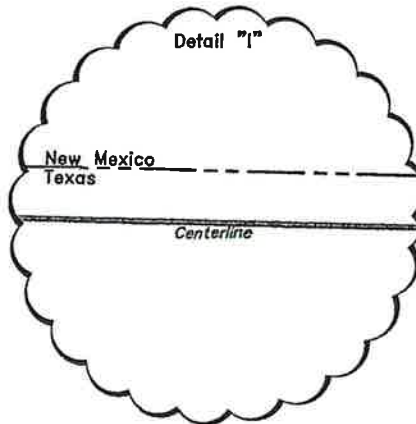
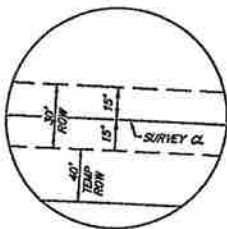
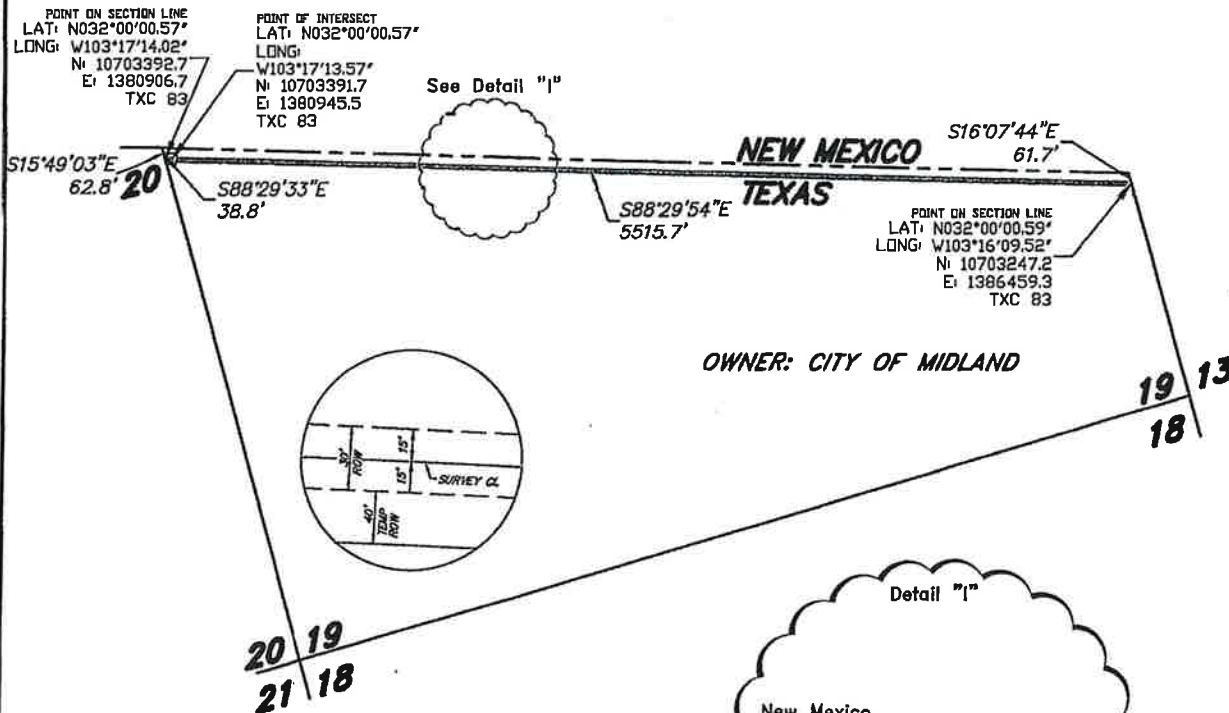
1000 0 1000 2000 FEET

**RANGELAND
RIO PIPELINE,
LLC**

A PIPELINE CROSSING FEE LAND IN
SECTION 20, BLOCK C23, PSL SURVEY,
WINKLER COUNTY, TEXAS.

W.O. Number: RANGELA	Drawn By: J. GOAD	Date: 7-27-2015	Survey Date: VARIES	Sheet 3 of 7 Sheets
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**SECTION 19, BLOCK C23, PSL SURVEY.,
WINKLER COUNTY, TEXAS.**



SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.

COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.

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GARY L. JONES N.M. P.S. No. 7977
TEXAS P.L.S. No. 5074
TEXAS FIRM No. 10119700

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O-H ELEC LINE — E — E —
PIPELINE/FLOW LINE — // — // —
FENCE — X —
ROAD — — — — —
CENTER LINE PIPELINE — — — — —
SECTION LINE — — — — —
COUNTY/STATE LINE — — — — —

POINT OF INTERSECT FOUND CORNER
1000 0 1000 2000 FEET

**RANGELAND
RIO PIPELINE,
LLC**

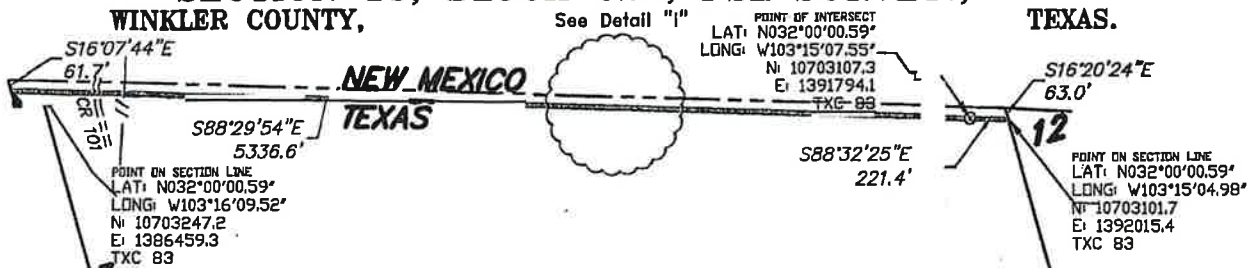
REF: PROPOSED PIPELINE ROW CITY OF MIDLAND

A PIPELINE CROSSING FEE LAND IN
SECTION 19, BLOCK C23, PSL SURVEY,
WINKLER COUNTY, TEXAS.

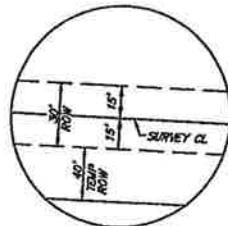
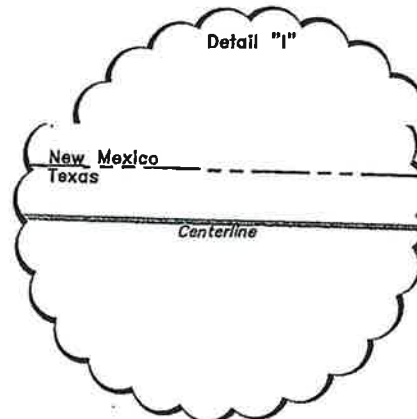
W.O. Number: RANGELA Drawn By: J. GOAD Date: 7-27-2015 Survey Date: VARIES Sheet 4 of 7 Sheets

**SECTION 13, BLOCK C23, PSL SURVEY.,
WINKLER COUNTY,**

TEXAS.



OWNER: CITY OF MIDLAND



SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH DESCRIBE IN DETAIL THE RECONSTRUCTION OF THIS SECTION.

COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.

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TEXAS P.L.S. No. 5074
TEXAS FIRM No. 10119700

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Hobbs, New Mexico 88241 basin-surveys.com

O-H BLEG LINE ——— E ——— E ———
PIPELINE/FLOW LINE ——— // ——— // ———
FENCE ——— X ———
ROAD ——— ——— ——— ——— ———
CENTER LINE PIPELINE ——— ——— ——— ——— ———
SECTION LINE ——— ——— ——— ——— ———
COUNTY/STATE LINE ——— ——— ——— ——— ———
POINT OF INTERSECT ◯ FOUND CORNER ⊕

1000 0 1000 2000 FEET

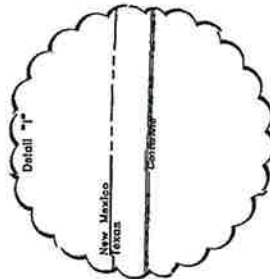
**RANGELAND
RIO PIPELINE,
LLC**

REF: PROPOSED PIPELINE ROW CITY OF MIDLAND

A PIPELINE CROSSING FEE LAND IN
SECTION 13, BLOCK C23, PSL SURVEY,
WINKLER COUNTY, TEXAS.

W.O. Number: RANGELA Drawn By: J. GOAD Date: 7-27-2015 Survey Date: VARIES Sheet 5 of 7 Sheets

SECTION 5, BLOCK C24, AND SECTIONS 27,20,19,13,12&7, BLOCK C23, PSL SURVEY.,
LOVING AND WINKLER COUNTIES,
TEXAS.



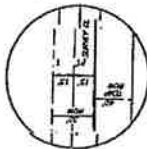
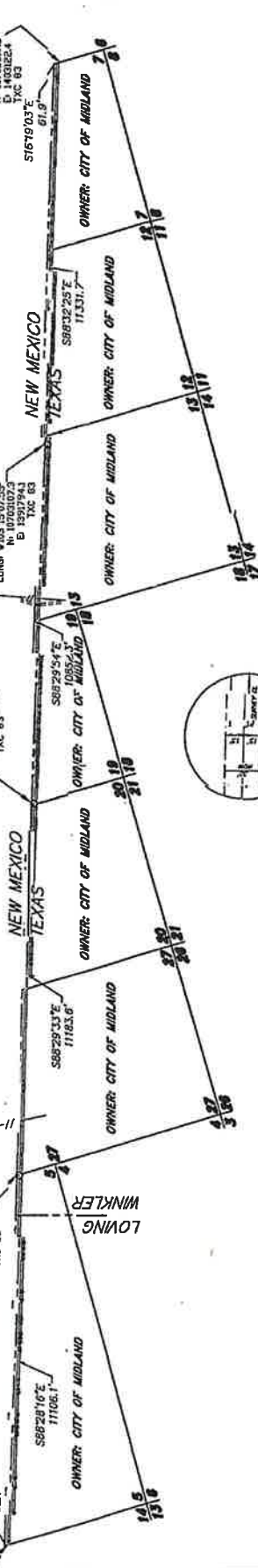
POINT OF BEGINNING
LAT. N 032°00'00.57"
LONG. W 103°00'00.57"
E 140322.4
TAC 83

POINT OF BEGINNING
LAT. N 032°00'00.57"
LONG. W 103°00'00.57"
E 140322.4
TAC 83

POINT OF BEGINNING
LAT. N 032°00'00.57"
LONG. W 103°00'00.57"
E 140322.4
TAC 83

POINT OF BEGINNING
LAT. N 032°00'00.57"
LONG. W 103°00'00.57"
E 140322.4
TAC 83

POINT OF BEGINNING
LAT. N 032°00'00.57"
LONG. W 103°00'00.57"
E 140322.4
TAC 83



I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THIS STATE.

GARY L. JONES, N.M. P.S. No. 7077
TEXAS P.L.S. No. 5074
TEXAS FIRM No. 10119700

SEE DOCUMENTS FILED FOR RECORD IN THIS OFFICE WHICH CONTAIN A COMPLETE DESCRIPTION OF THIS SECTION. COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE. DISTANCES ARE OF SURFACE VALUE. SURVEY IS NOT A BOREHOLE SURVEY.

P.O. Box 1788
(973) 395-2316 - Office
residing on section 1120 N. West County Rd.
(973) 392-2205 - Fax
Hobbs, New Mexico 88241
boas@surveys.com

basin surveys
residing on section 1120 N. West County Rd.
Hobbs, New Mexico 88241
boas@surveys.com

RANGELAND RIO PIPELINE, LLC

REF: PROPOSED PIPELINE ROW CITY OF MIDLAND

A PIPELINE CROSSING FEE LAND IN

SECTION 5, BLOCK C23, PSL SURVEY,
SECTIONS 27,20,19,13,12&7, BLOCK C23, PSL SURVEY,
LOVING&WINKLER COUNTY, TEXAS.



W.O. Number: RANGELAND Bown By: J. GORD Date: 7-27-2015 Survey Date: VARIES Sheet 1 of 1 Sheets

SECTION 5, BLOCK C24, AND SECTIONS 27,20,19,13,12&7, BLOCK C23, PSL SURVEY.,
LOVING AND WINKLER COUNTIES, TEXAS.

LEGAL DESCRIPTION

A STRIP OF LAND 30.0 FEET WIDE, LOCATED IN SECTION 5, BLOCK C24, AND SECTIONS 27,20,19,13,12&7, PSL SURVEY, LOVING AND WINKLER COUNTY, TEXAS AND BEING 15.0 FEET LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE SURVEY.
BEGINNING AT A POINT AT ON THE WEST SECTION LINE LOCATED AT N:10703982.2, E:1358663.7, WHICH LIES S.16°11'34"E., 62.7 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; THENCE S.88°28'16"E., 11106.1 FEET; THENCE S.88°29'33"E., 11183.6 FEET; THENCE S.88°29'54"E., 10852.3 FEET; THENCE S.88°32'25"E., 11331.7 FEET TO THE POINT OF TERMINATION ON THE EAST SECTION LINE LOCATED AT N:10702817.6, E:1403122.4 WHICH LIES S16°19'03"E., 61.9 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 7. SAID STRIP OF LAND BEING 44473.7 FEET OR 2695.4 RODS IN LENGTH.



I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR LAND SURVEYS AS SPECIFIED BY THE STATE.

GARY L. JONES N.M. P.S. No. 7977
TEXAS P.L.S. No. 5074
TEXAS FIRM No. 10119700

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surveys

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Hobbs, New Mexico 88241
(575) 393-7318 - Office
(575) 392-2206 - Fax
basinsurveys.com

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COORDINATES AND BEARINGS ARE BASED ON A LAMBERT CONICAL PROJECTION OF THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), TEXAS CENTRAL ZONE AND DISTANCES ARE OF SURFACE VALUE.

SURVEY IS NOT A BOUNDARY SURVEY.

RANGELAND RIO PIPELINE, LLC

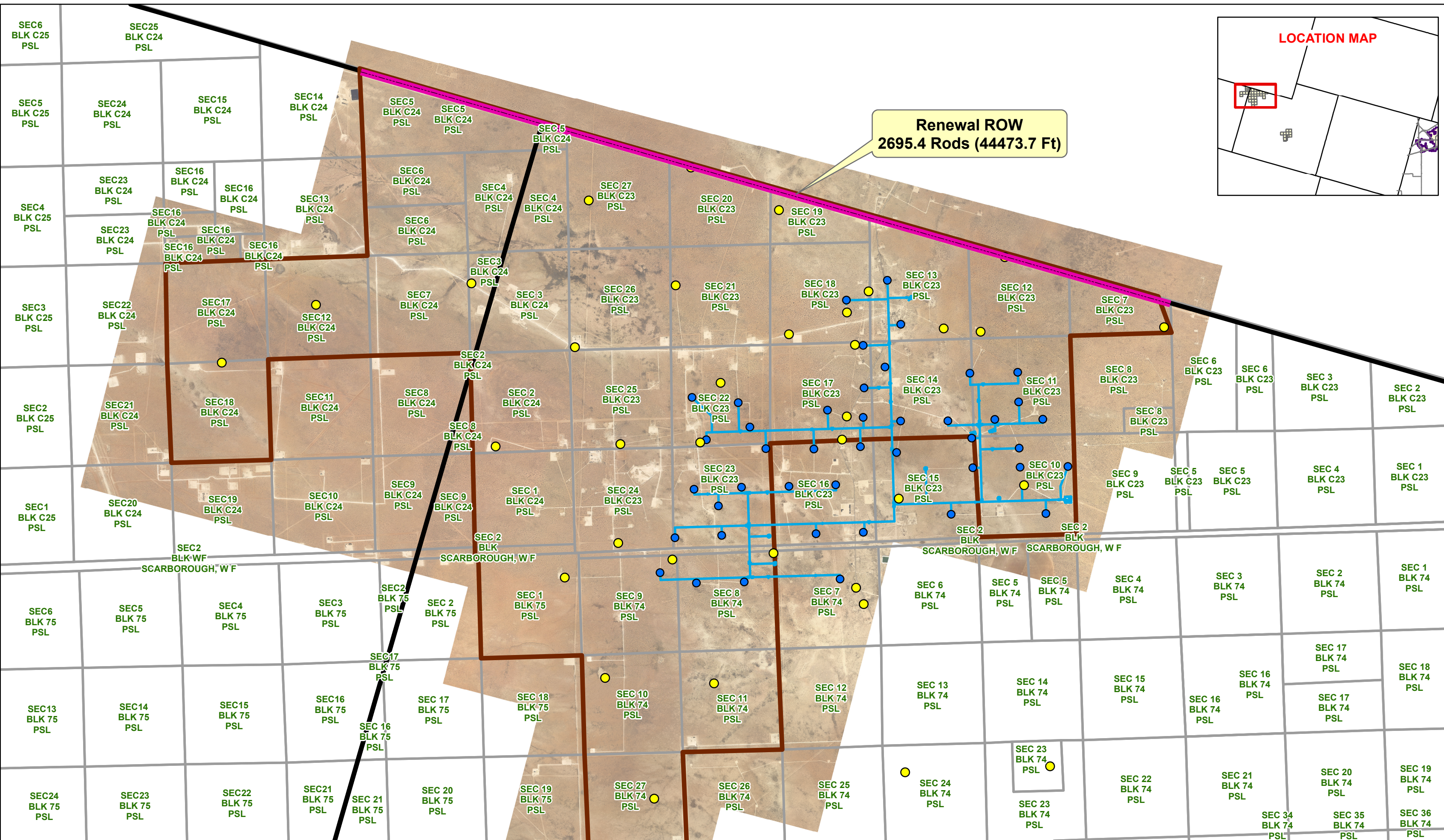
REF: PROPOSED PIPELINE ROW CITY OF MIDLAND

A PIPELINE CROSSING FEE LAND IN

SECTION 5, BLOCK C23, PSL SURVEY,
SECTIONS 27,20,19,13,12&7, BLOCK C23, PSL SURVEY,

LOVING&WINKLER COUNTY, TEXAS.

W.O. Number: RANGE LA Drawn By: J. GOAD Date: 7-27-2015 Survey Date: VARIES Sheet 1 of 1 Sheets





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group, Inc. - Cleveland 6000 Freedom Sq Dr, Ste 400 Independence OH 44131		CONTACT NAME: PHONE (A/C, No, Ext): 216-447-1050 E-MAIL ADDRESS: cleveland_hmi@hylant.com		FAX (A/C, No): 216-447-4088
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Old Republic Insurance Company		24147
INSURED Andeavor Logistics Rio Pipeline LLC (a division of Marathon Petroleum Corporation) 539 South Main Street 539 South Main Street Findlay OH 45840		MARAT-3		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 376924961**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		MWZZ31767125	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 15,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 15,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		MWTB31767025	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 8,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC31380225	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER Statutory E.L. EACH ACCIDENT \$ 10,000,000 E.L. DISEASE - EA EMPLOYEE \$ 10,000,000 E.L. DISEASE - POLICY LIMIT \$ 10,000,000
A	Pollution Liability			MWZZ31767225	7/1/2025	7/1/2026	Each Occur/Agg \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Easement renewal/renegotiation, Rangeland Rio Pipeline
City of Midland, Texas, a home-rule municipal corporation is included as an Additional Insured in regard to General Liability and Auto Liability Policies, where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Midland, Texas, a home-rule municipal corporation
PO BOX 1152
Midland TX 79702
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

With respect to **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you become obligated to include as an Additional Insured as a result of any contract or agreement you have entered into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



City Council Meeting

Item Number: 15.
Meeting Date: January 27, 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 (FIRST READING HELD JANUARY 13, 2026)

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)

Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026

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: 16.
Meeting Date: January 27, 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 (FIRST READING HELD JANUARY 13, 2026)

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

Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026

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



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) 362-9648

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: ~~XXXXXX~~ 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 Cinergy 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.

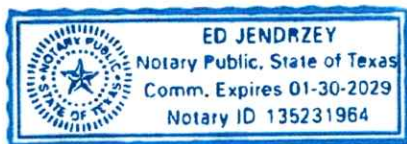
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

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.

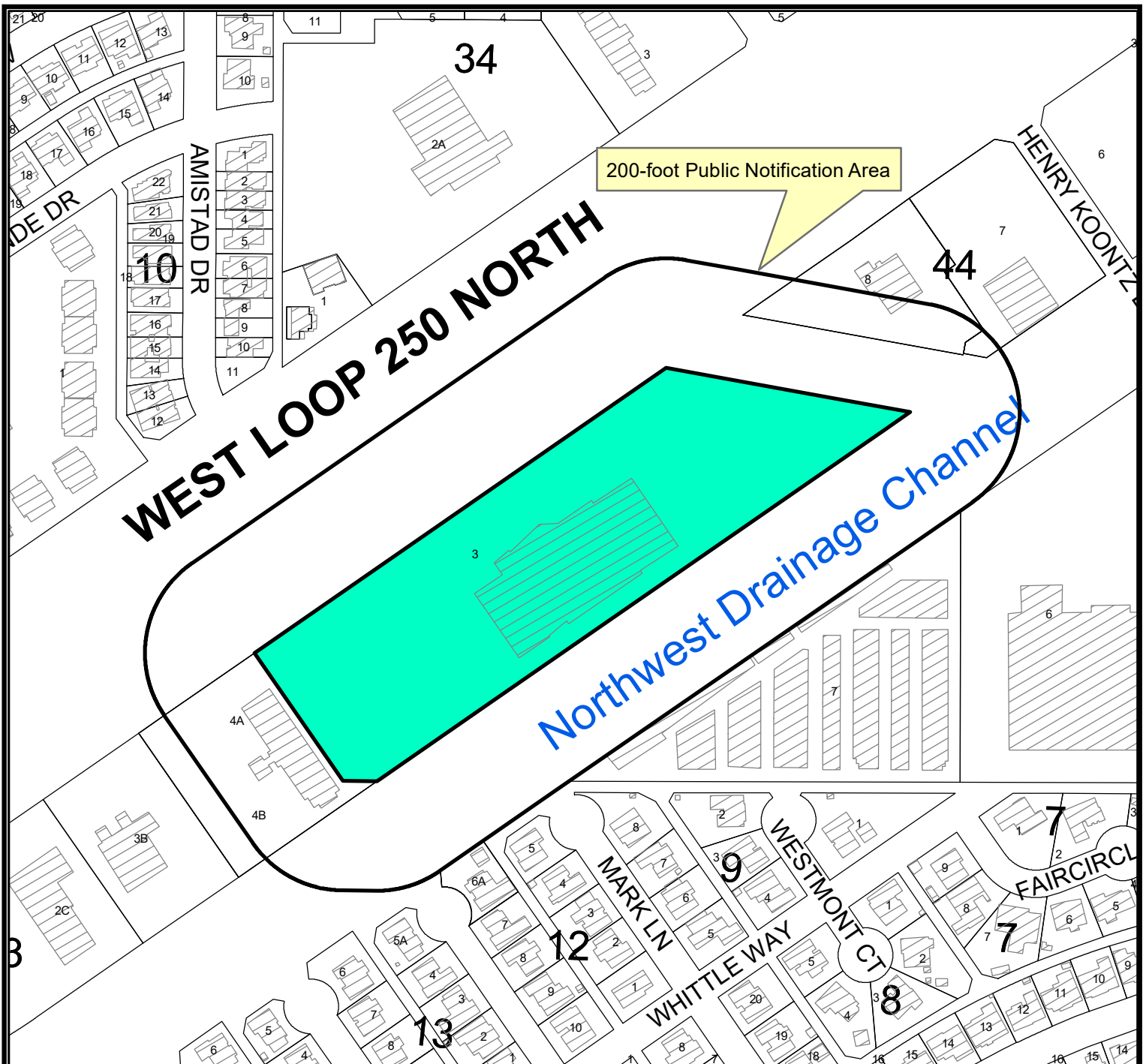


[Signature]
NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, TEXAS
TARRANT

****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.****



Location Map

SUD-25-0207

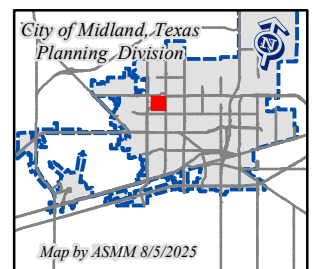
Scale: 1" = 263'

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)

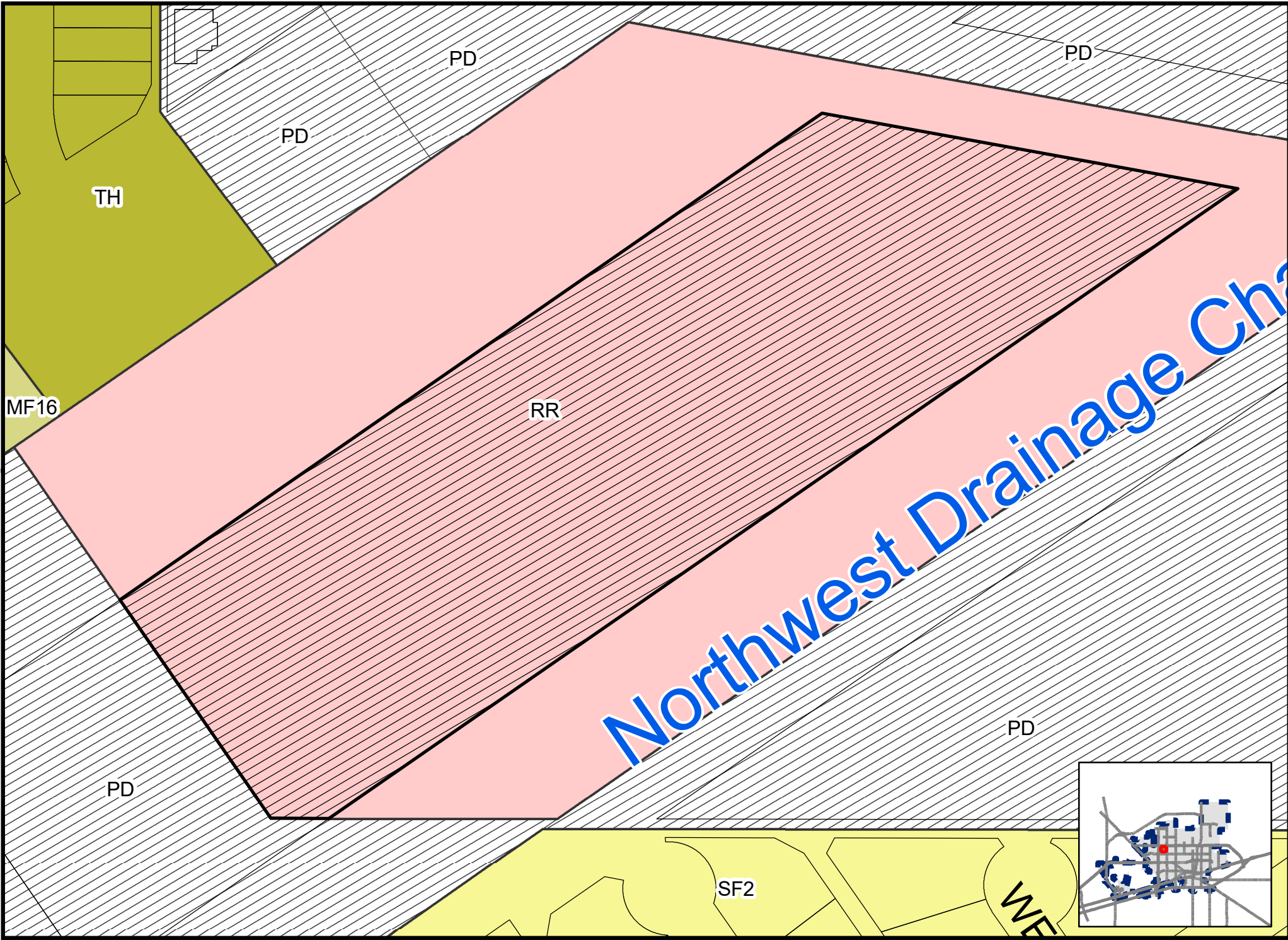
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

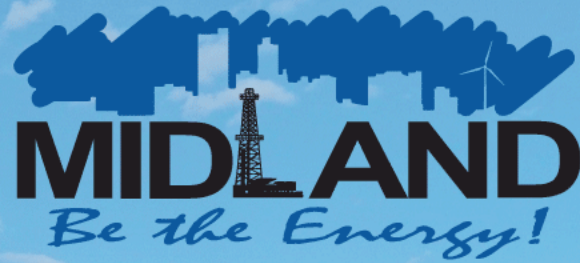


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ITEM

SPECIFIC USE DESIGNATION

CINERGY 108, LLC

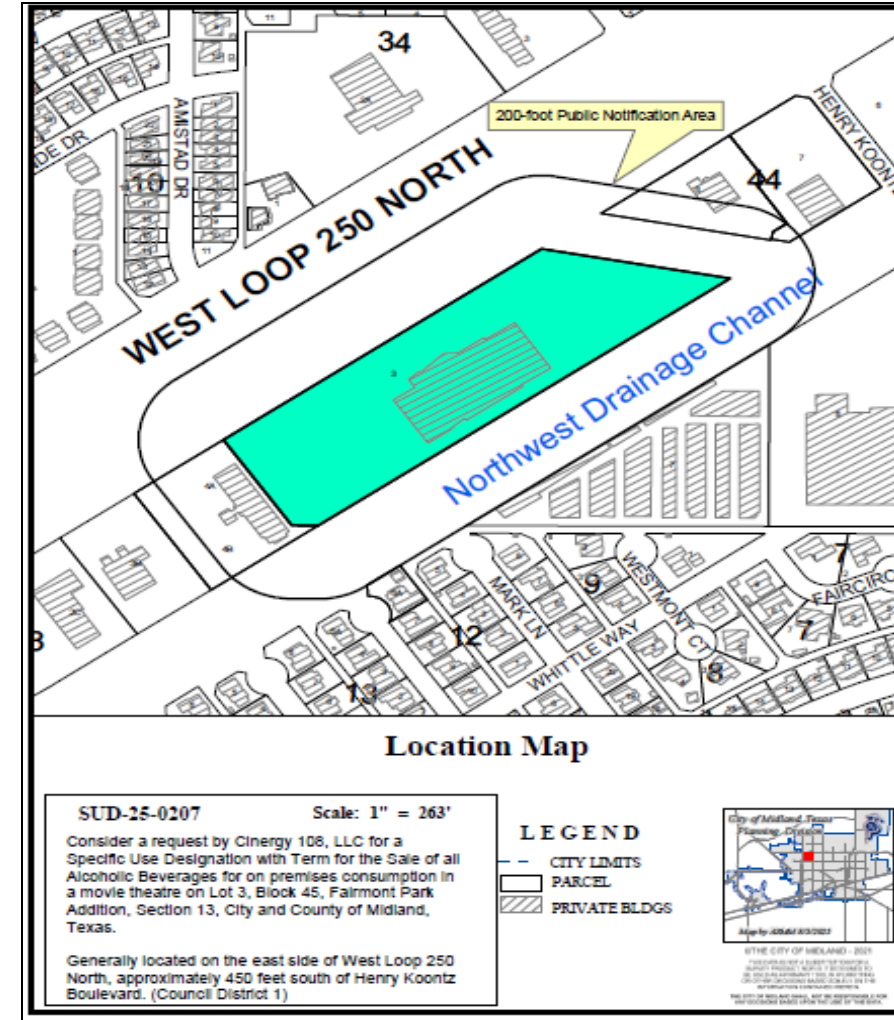


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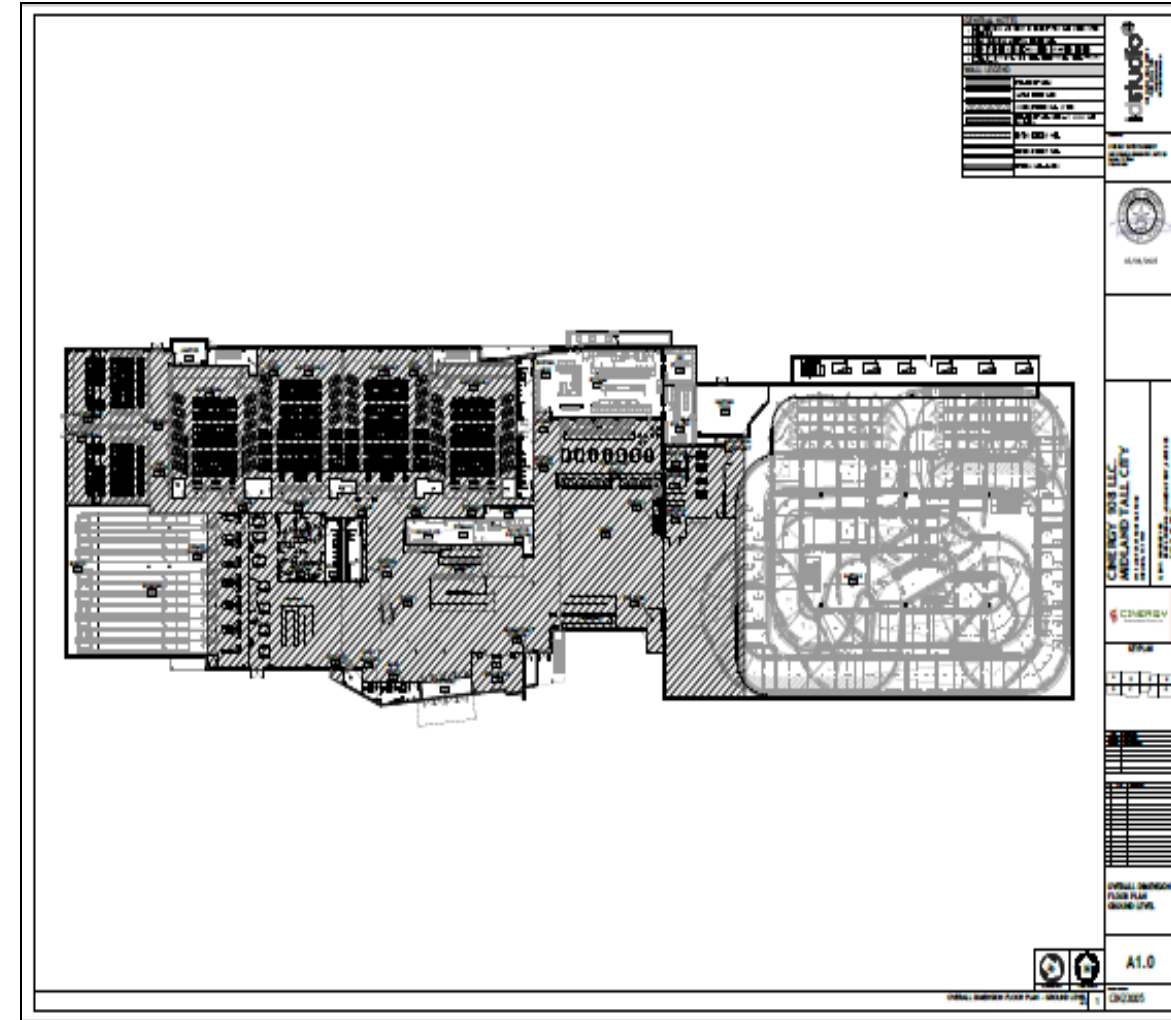
APPLICATION SUMMARY

- **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.



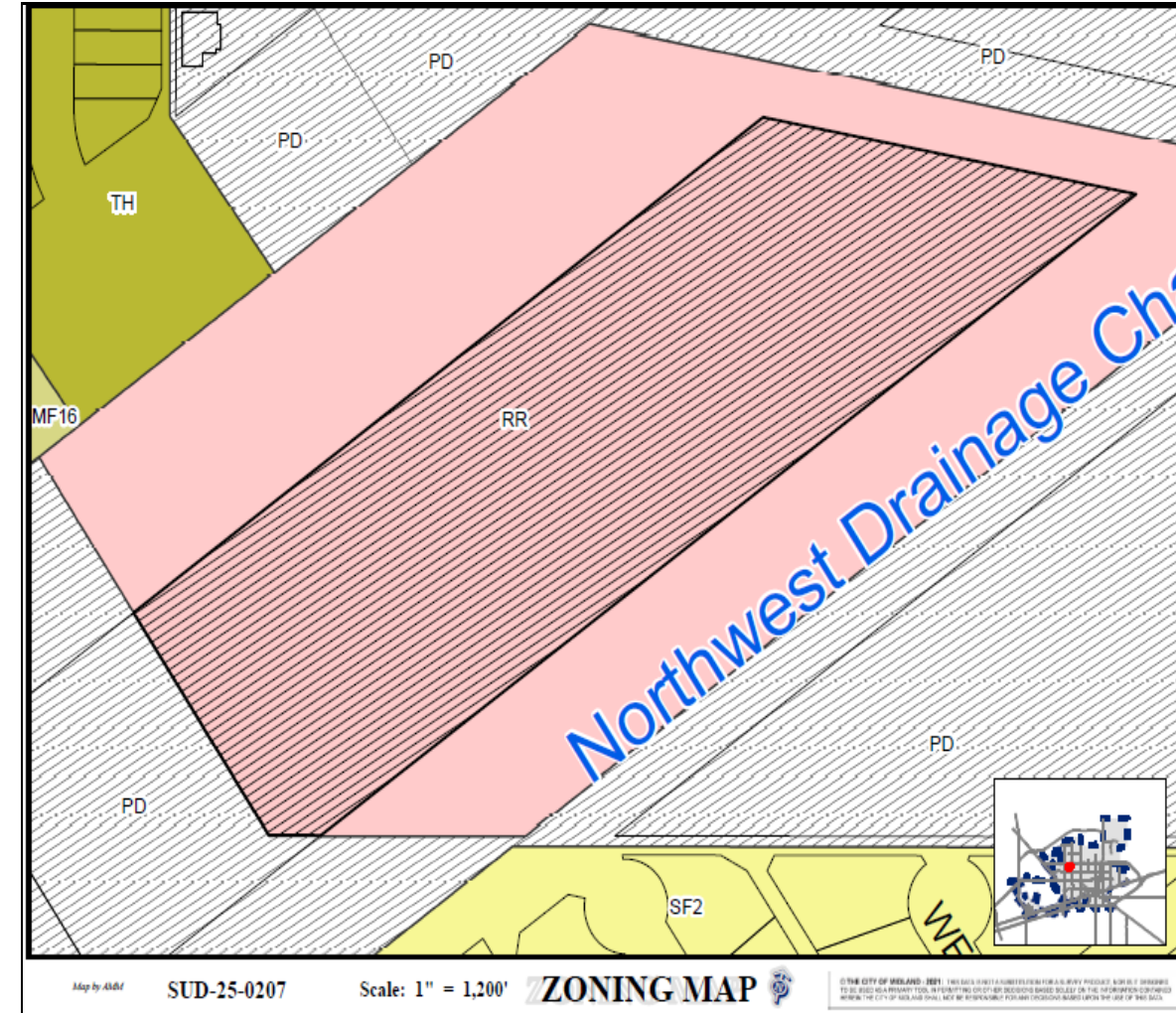
DETAILS OF REQUEST

- 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.



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

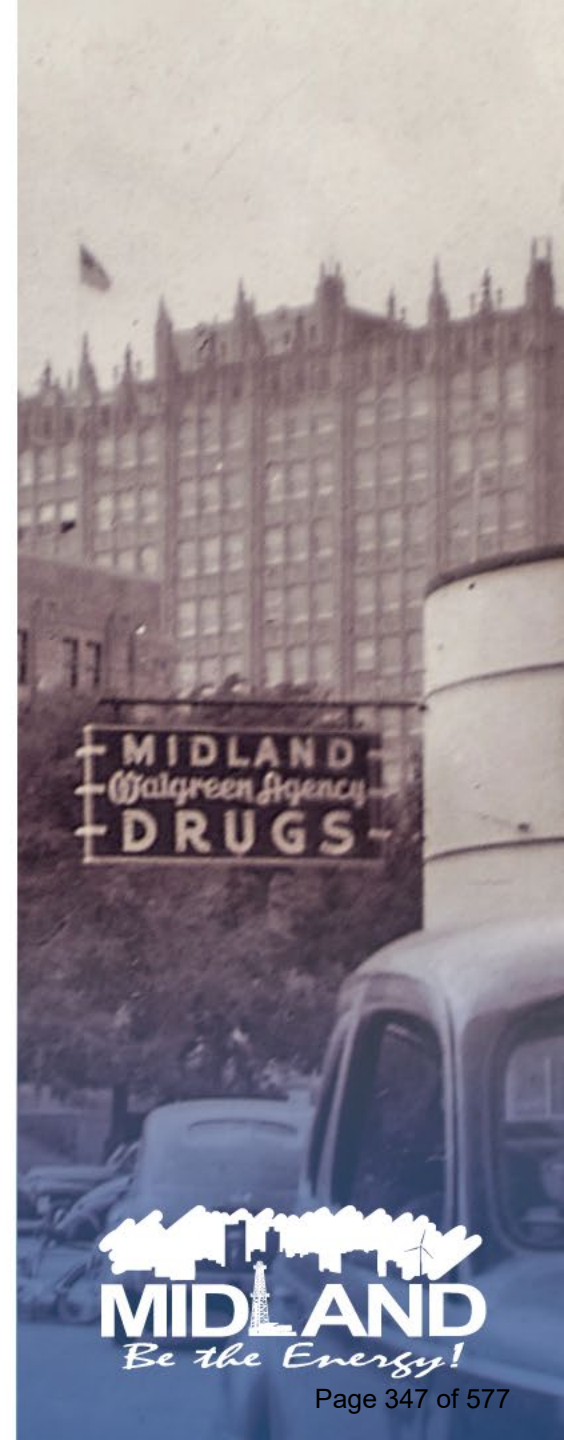




On West Loop 250 North, Looking South

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.



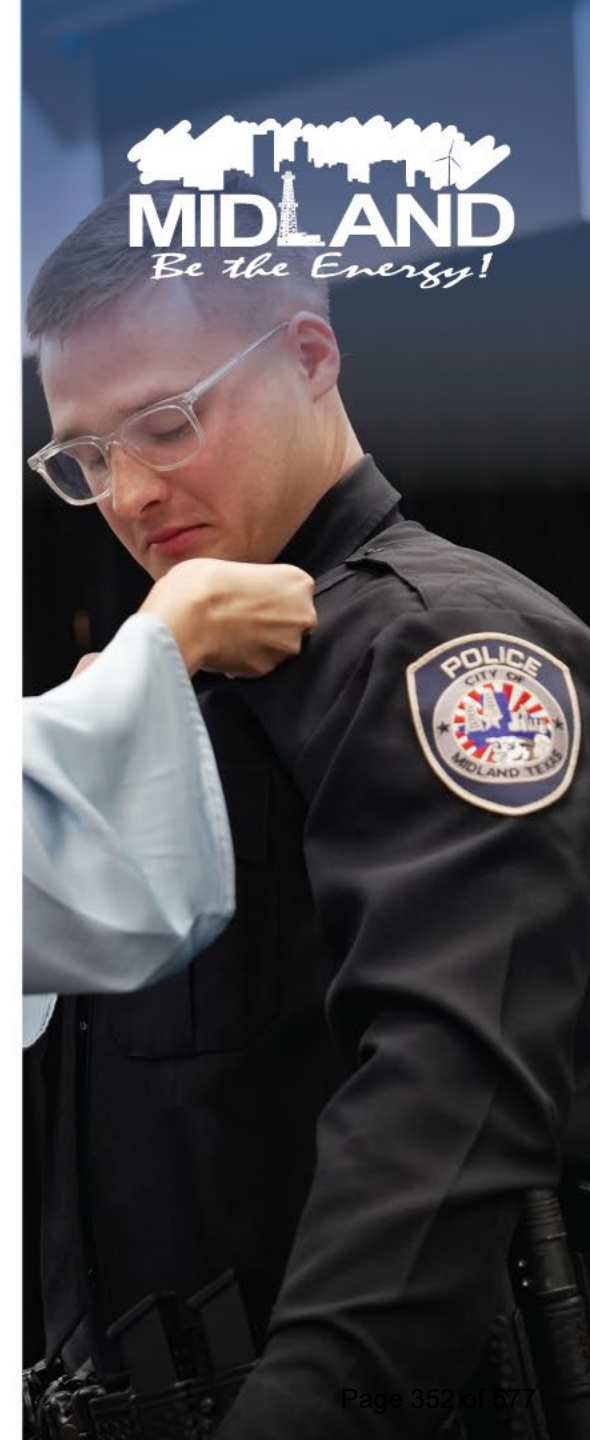
STAFF'S RECOMMENDATION

- 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: 17.
Meeting Date: January 27, 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 (FIRST READING HELD JANUARY 13, 2026)

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 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 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

Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026

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

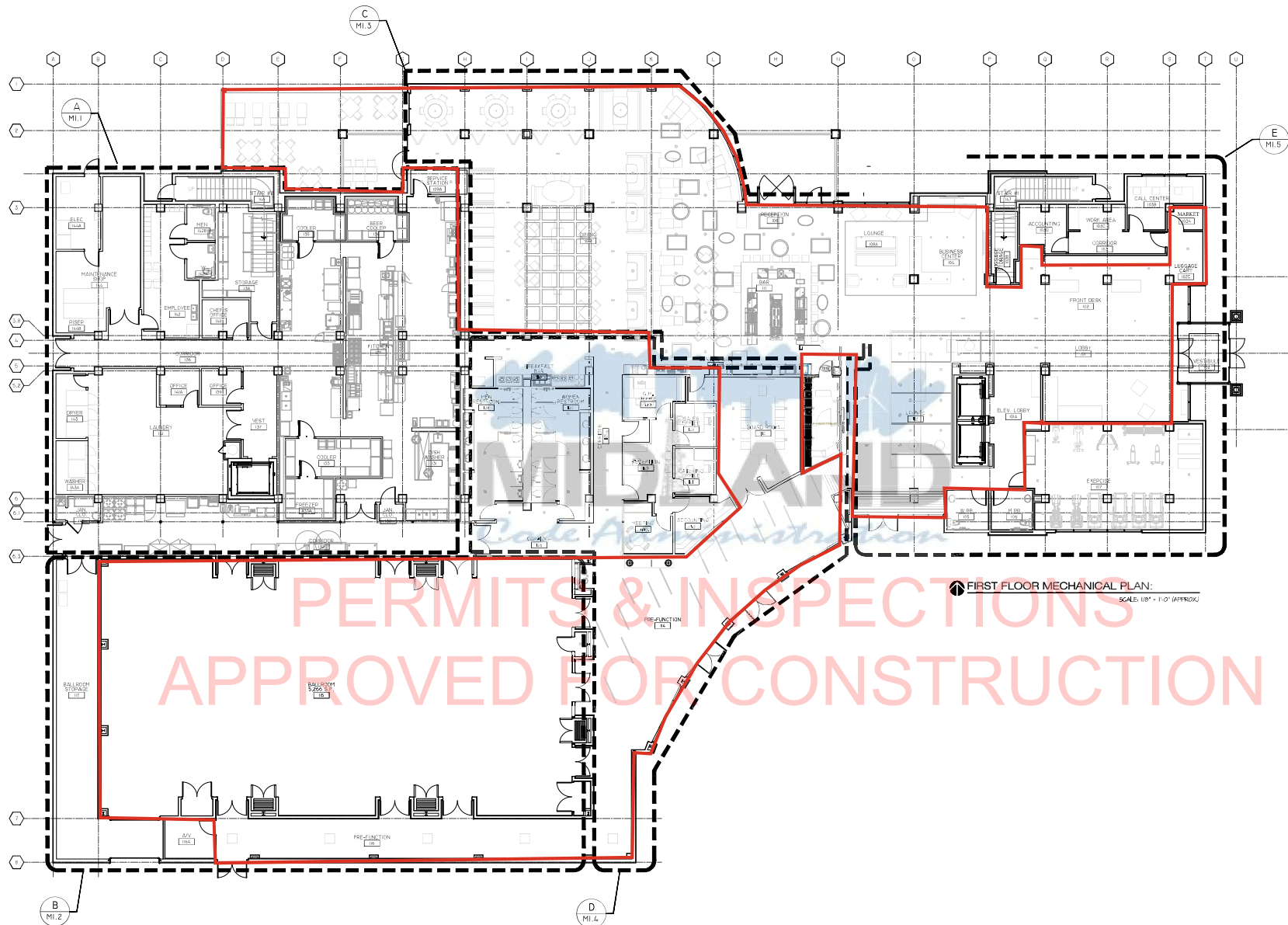
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney

EXHIBIT A



PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

FIRST FLOOR MECHANICAL PLAN:
SCALE: 1/8" = 1'-0" (APPROX.)

G K I

GERALD R. KESLER, INC.
ARCHITECTS

1600 E. DuPont Lane
Pompano Beach, FL 33062

Phone: 602-726-1100
Fax: 602-726-1100
E-mail: gk@cs.com.net



TEXAS FIRM REGISTRATION # 18245

Bowie Tiglas
Engineering Inc.
Consulting Engineers

Phone: 982.902.2980
Fax: 982.902.1641
809 W. Maryland Ave.
Phoenix, AZ 85013

Just a Click Away From Us
www.BowieTiglas.com

BTE # 1985AM

Location Code:
Im Code:
Delta Hotel & Suites
W M I L A N D
1403 North Loop 205 West
Midland, Texas 79701



JOB NUMBER
BTE90054

DATE
06-12-2019

REVISION
1 7/2/2019
Delta Htl Change

MECHANICAL
FIRST FLOOR

M-1.0



**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: <u>New application for Mixed Beverage Permit (MB), Late Hours Certificate (LH), and</u> <u>Wine & Malt Beverage Retailer's Permit (BG)</u>	

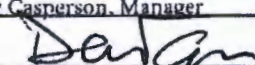
Type of Business (restaurant, bar, lounge, nightclub, etc.): Hotel with restaurant and bar			
Proposed/Current Days and Hours of Operation: <u>Hotel is open for business 7 days/week, 24 hrs/day</u>			
Proposed Days and Hours of Alcohol Service: <u>Monday-Sunday, 11am - 2am</u>			
Total Square Footage 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)

SignaturesApplicant (signature): 

Date: 11-13-25

Applicant (printed): Coury Hospitality Texas SP, LLC
By: Andrew Casperson, ManagerProperty Owner (signature): 

Date: 11-13-25

Property Owner (printed): D. KENT CASEY

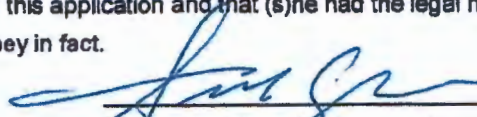
The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City 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.

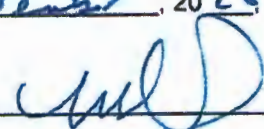
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

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 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.****

2

3

1A

4A

4B

250

250

250

6D

6C

2

200-foot Public Notification Area

6A

6B

7

8

1C

WESTRIDGE

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)

LEGEND

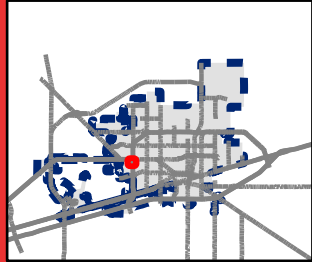
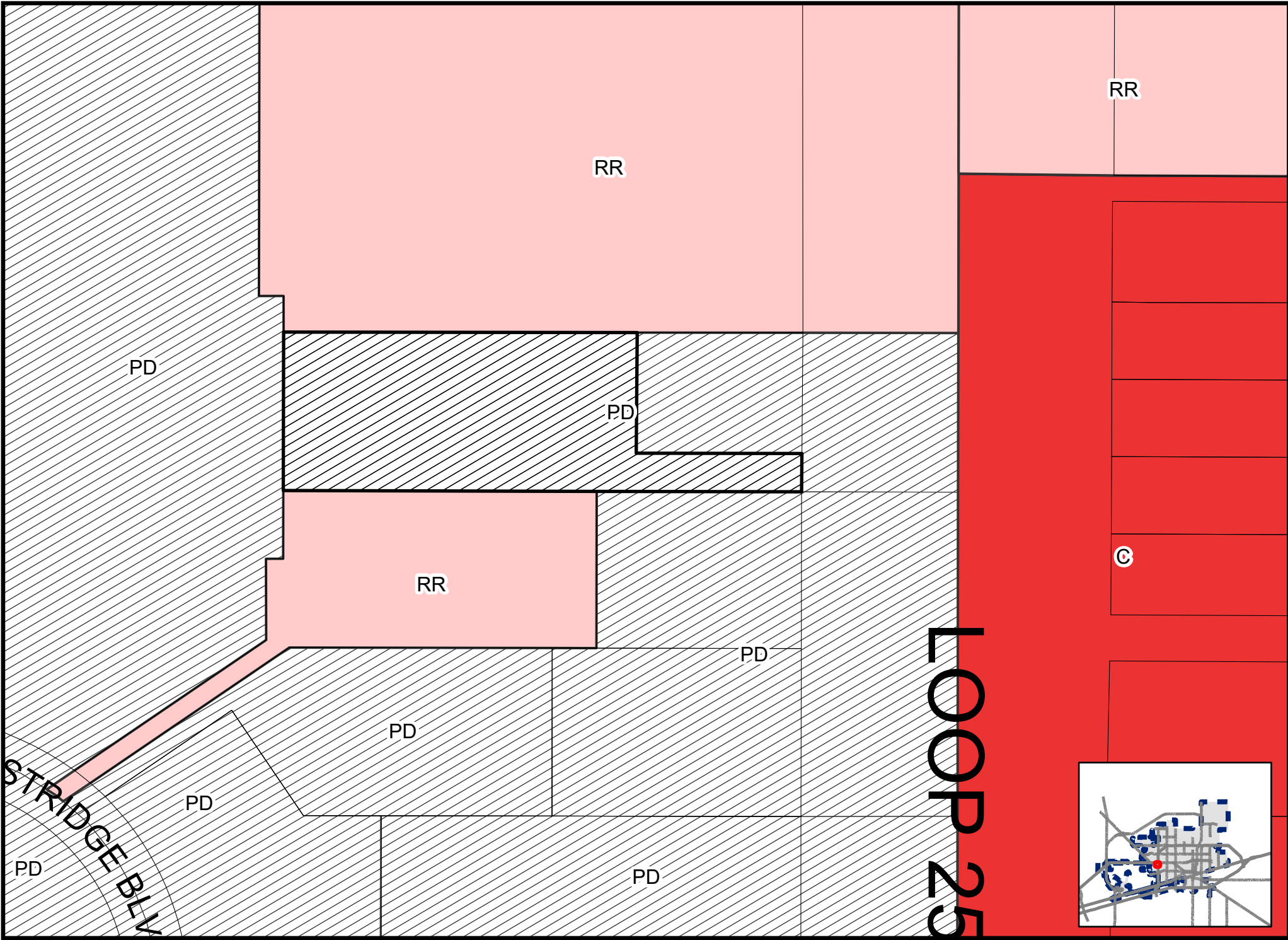
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



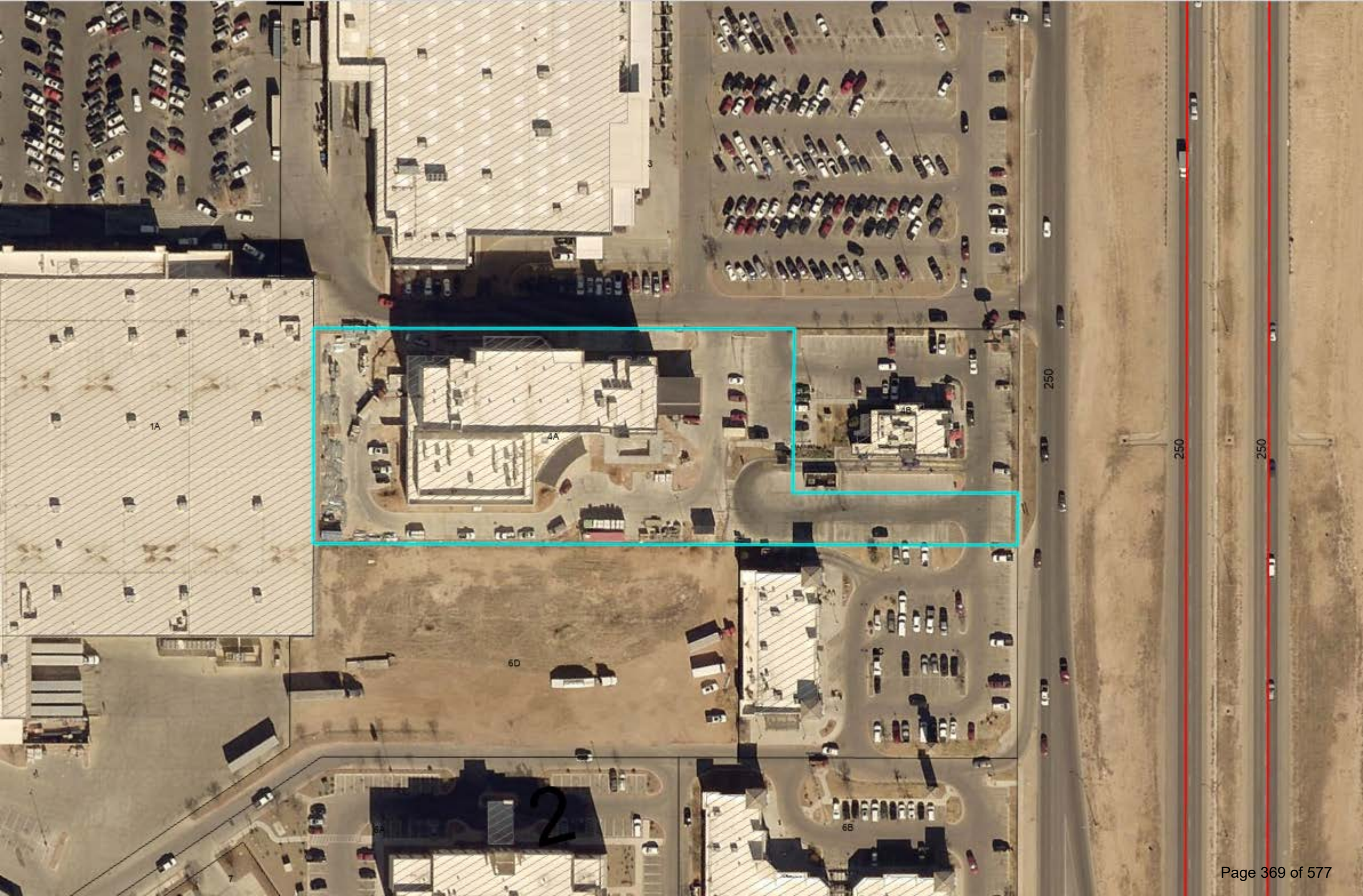
©THE CITY OF MIDLAND - 2021

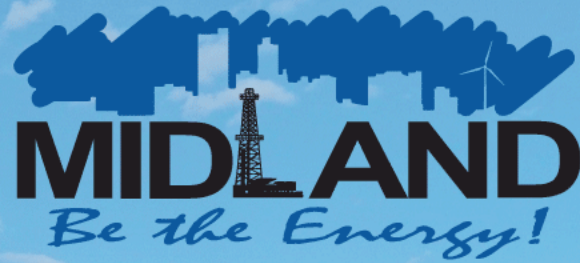
THIS DATA IS NOT A SUBSTITUTE FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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









SPECIFIC USE DESIGNATION DOUBLE TREE HOTEL

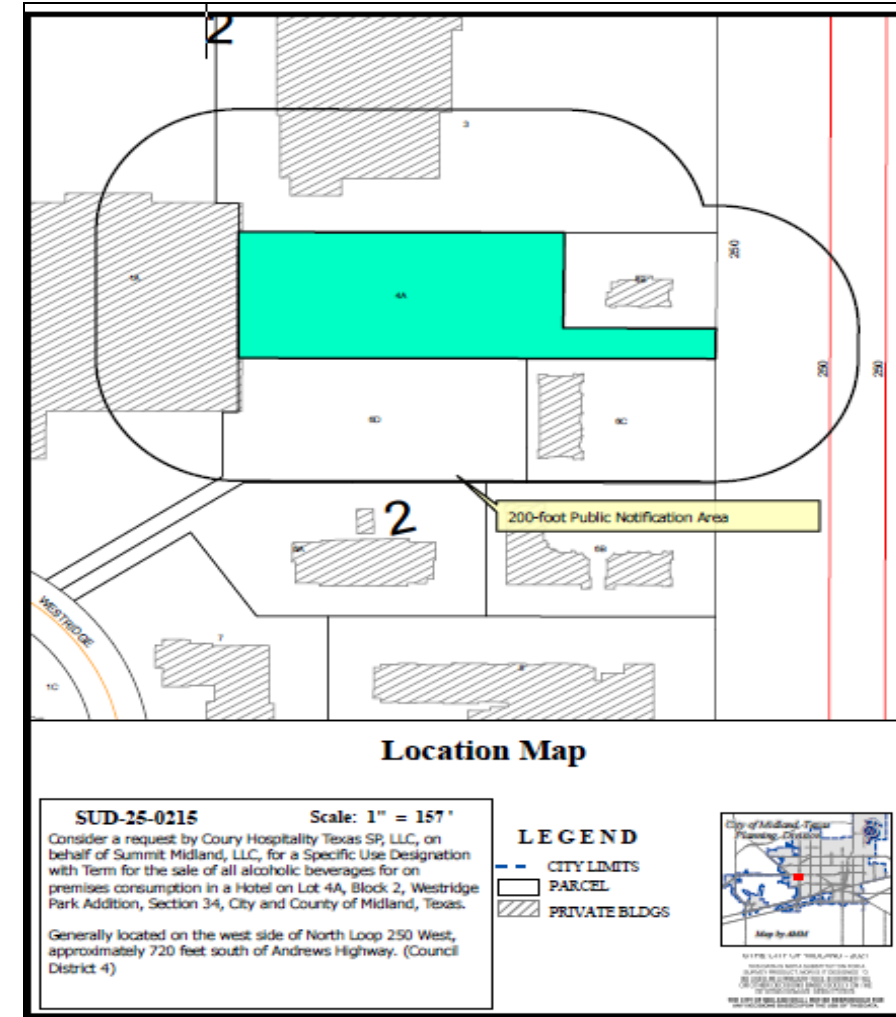


Visit Our Website

MIDLANDTEXAS.GOV

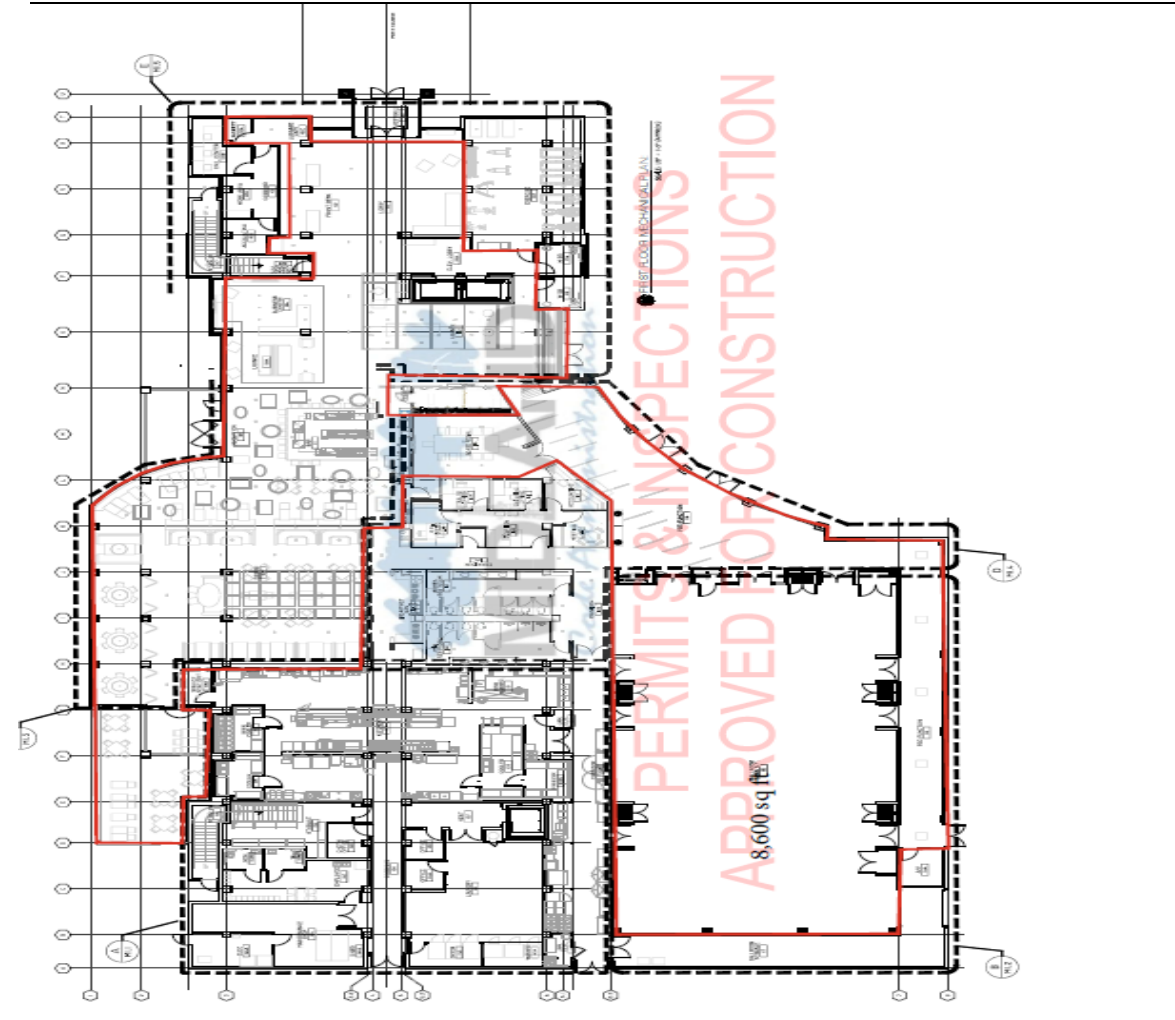
APPLICATION SUMMARY

- **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.



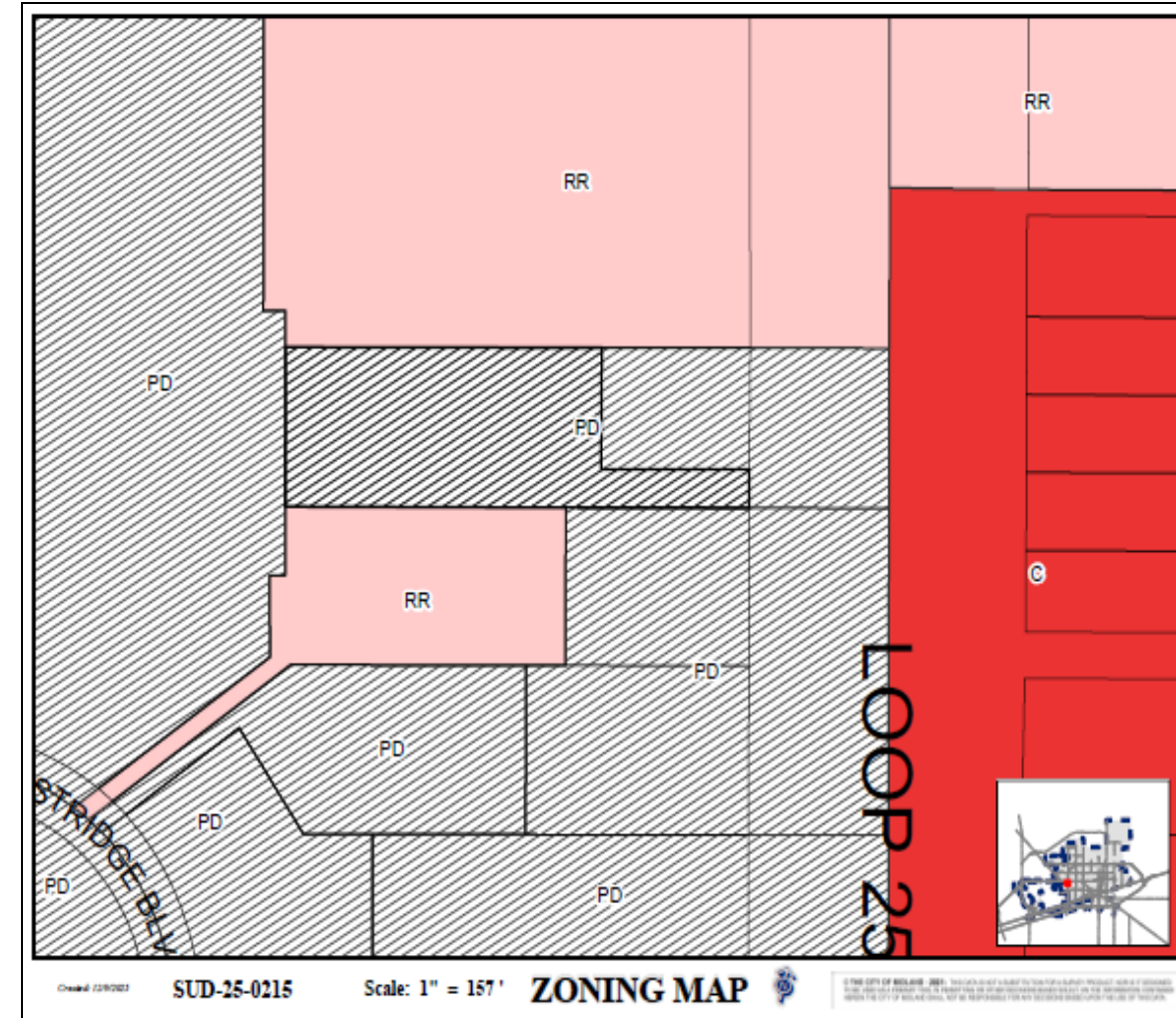
DETAILS OF REQUEST

- **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.



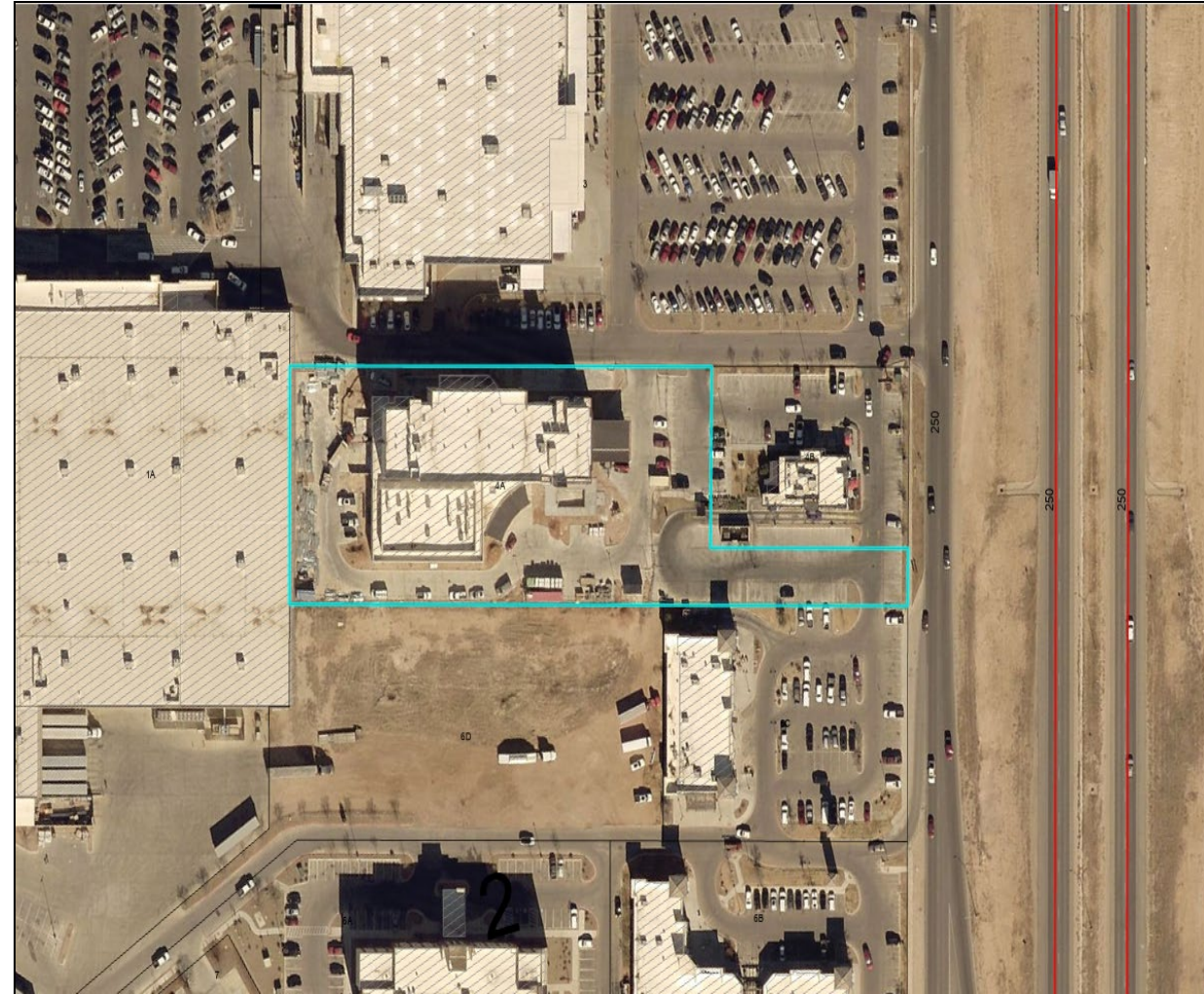
ZONING

- **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.



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
 - **North/West:** Retail Stores
 - **South:** Vacant Land
 - **East:** Restaurant
- **Proposed Use:** Hotel

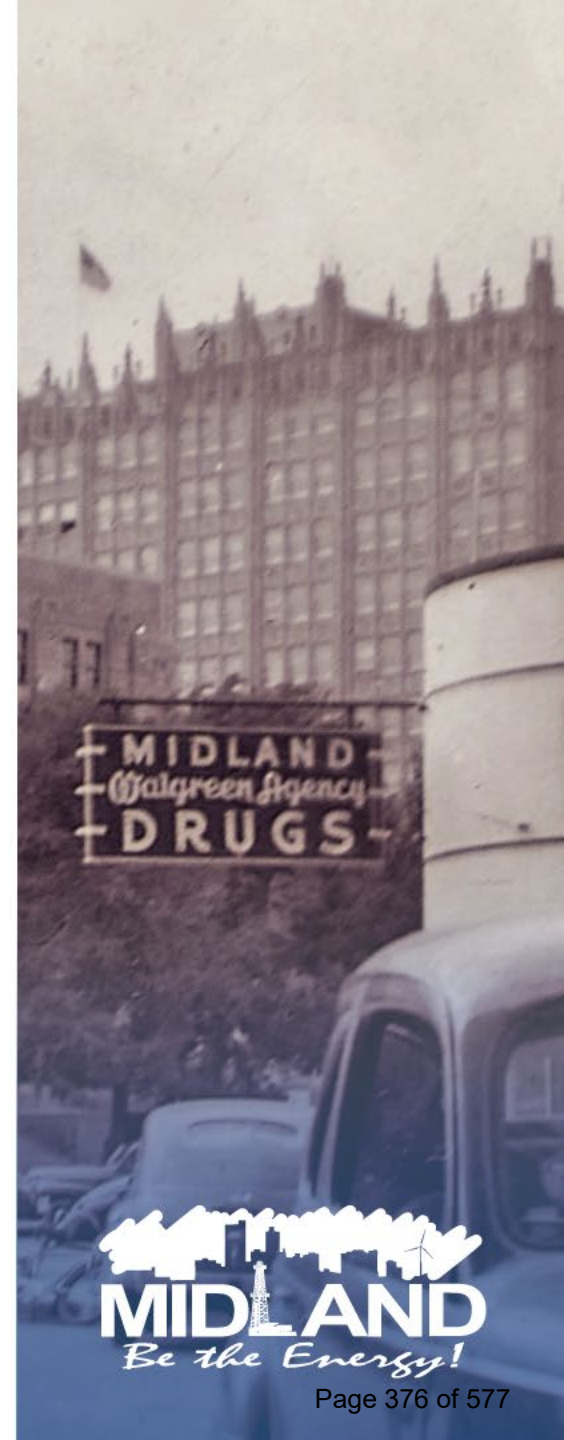




On HEB (Parking Lot), Looking Northwest

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.



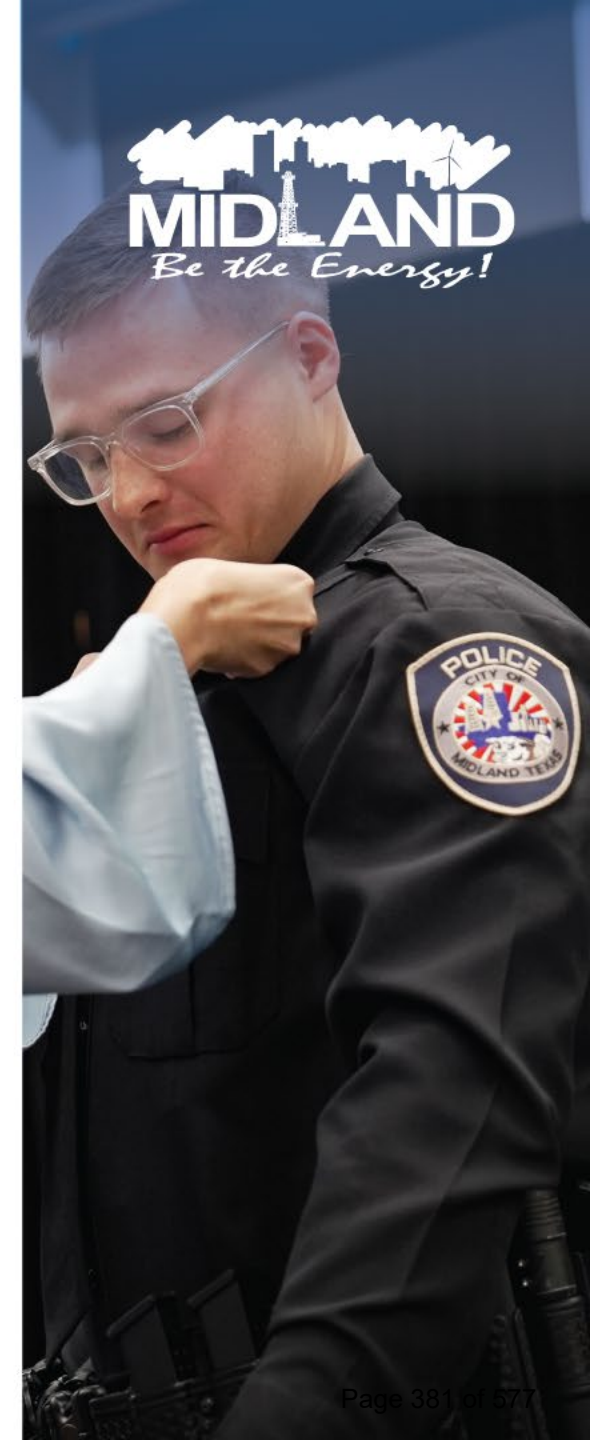
STAFF'S RECOMMENDATION

- 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: 18.
Meeting Date: January 27, 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 (FIRST READING HELD JANUARY 13, 2026)

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

Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026

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

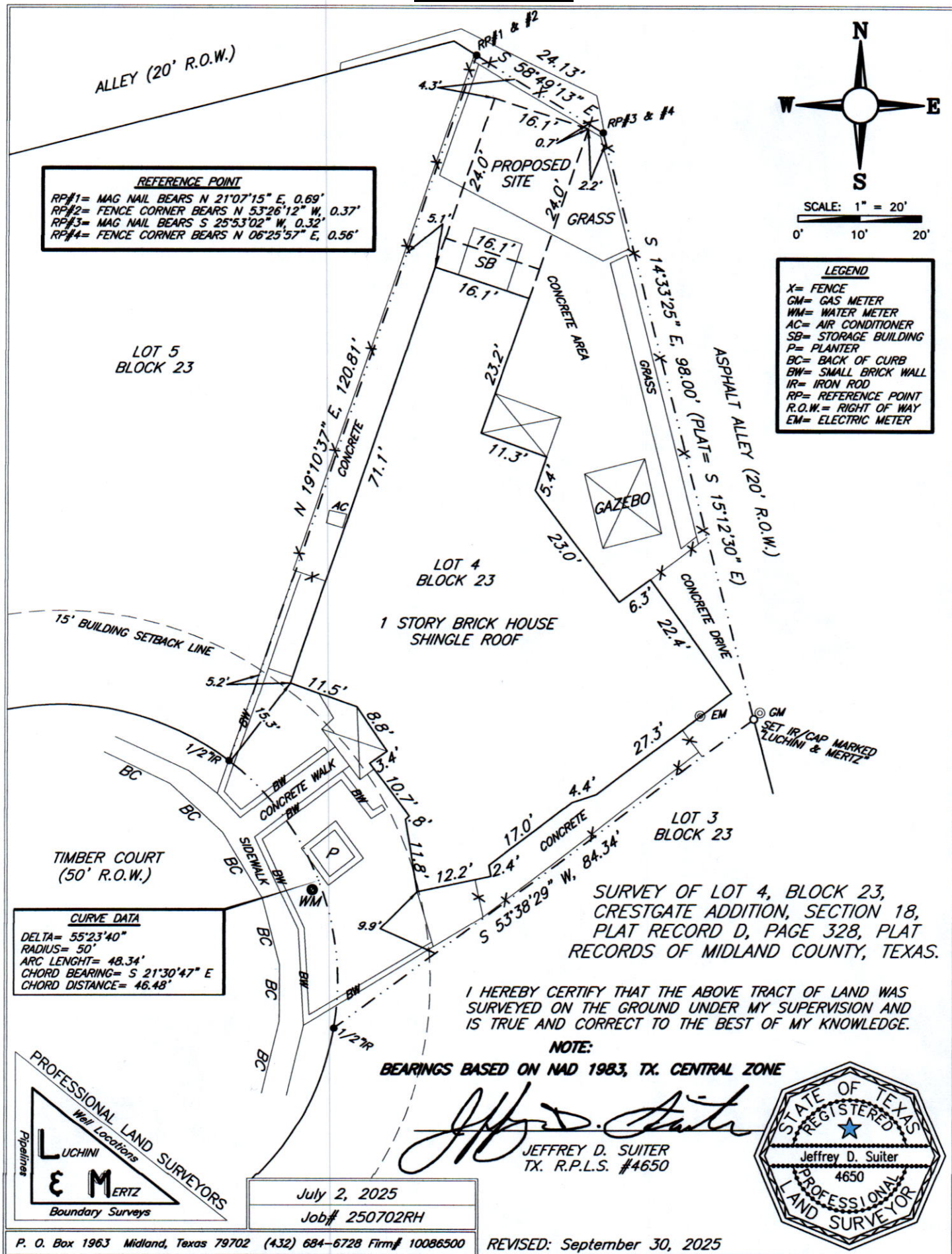
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney

EXHIBIT A

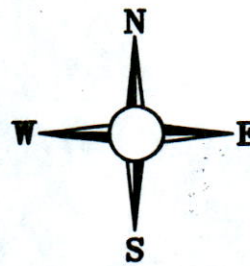


ALLEY (20' R.O.W.)

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'

LOT 5
BLOCK 23



SCALE: 1" = 20'
 0' 10' 20'

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

LOT 4
BLOCK 23

1 STORY BRICK HOUSE
SHINGLE ROOF

LOT 3
BLOCK 23

TIMBER COURT
(50' R.O.W.)

CURVE DATA

DELTA= 55°23'40"
 RADIUS= 50'
 ARC LENGTH= 48.34'
 CHORD BEARING= S 21°30'47" E
 CHORD DISTANCE= 46.48'

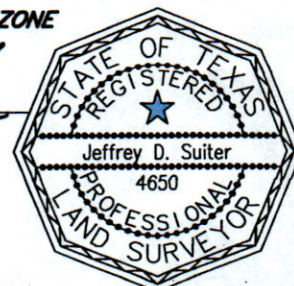
SURVEY OF LOT 4, BLOCK 23,
CRESTGATE ADDITION, SECTION 18,
PLAT RECORD D, PAGE 328, PLAT
RECORDS OF MIDLAND COUNTY, TEXAS.

I HEREBY CERTIFY THAT THE ABOVE TRACT OF LAND WAS
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IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE:

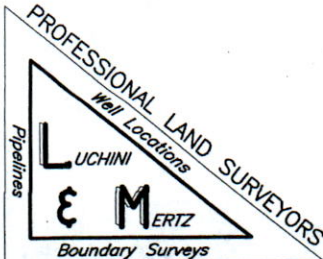
BEARINGS BASED ON NAD 1983, TX. CENTRAL ZONE

Jeffrey D. Suiter
 JEFFREY D. SUITER
 TX. R.P.L.S. #4650

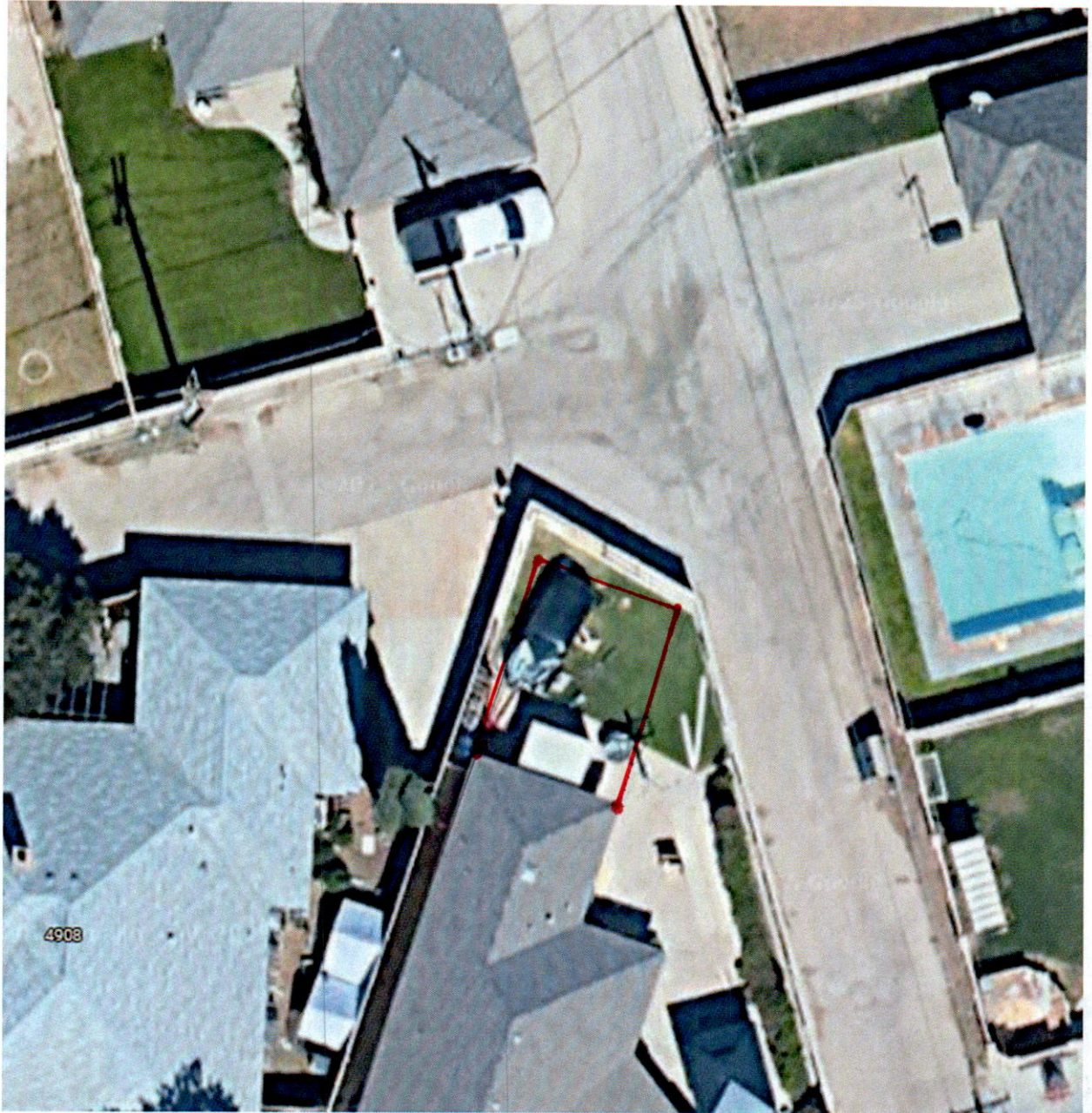


July 2, 2025

Job# 250702RH



P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500





Special Exception Application

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)Printed Name: ANTHONY YOUNGPhone (432) 416-0735Email TYOUNG.67@ATT.NETAddress 4906 TIMBER CTCity MIDLANDState TXZip 79707**Property Owner**Printed Name: ANTHONY YOUNGPhone (432) 416-0735Email TYOUNG.67@ATT.NETAddress 4906 TIMBER CTCity MIDLANDState TXZip 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): <u>Anthony Young</u>	Date: <u>12/5/2025</u>
Applicant (printed): <u>ANTHONY YOUNG</u>	
Property Owner (signature): <u>Anthony Young & Jill Young</u>	Date: <u>12/5/2025</u>
Property Owner (printed): <u>ANTHONY YOUNG & JILL YOUNG</u>	
<i>The Special Exception shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ 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 ☐ Application Fee Check # <u>Invoice</u>	☒ Dimensioned Site Plan ☒ Plans in Digital Format (PDF/JPEG) RECEIVED
Received By: <u>[Signature]</u>	Date: <u>DEC 05 2025</u>
Initial: _____	

****Application will not be considered for scheduling until reviewed by a planner.****

ALLEY (20' R.O.W.)



SCALE: 1" = 20'
0' 10' 20'

LEGEND

X= FENCE
GM= GAS METER
WM= WATER METER
AC= AIR CONDITIONER
SB= STORAGE BUILDING
P= PLANTER
BC= BACK OF CURB
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IR= IRON ROD
RP= REFERENCE POINT
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REFERENCE POINT

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LOT 5
BLOCK 23

LOT 4
BLOCK 23

1 STORY BRICK HOUSE
SHINGLE ROOF

LOT 3
BLOCK 23

TIMBER COURT
(50' R.O.W.)

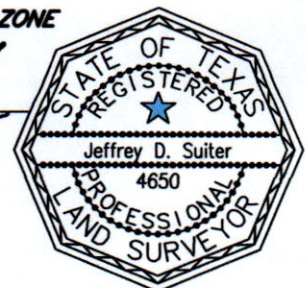
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NOTE:

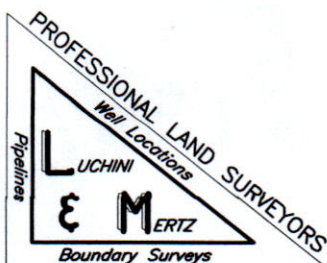
BEARINGS BASED ON NAD 1983, TX. CENTRAL ZONE

Jeffrey D. Suiter
JEFFREY D. SUITER
TX. R.P.L.S. #4650



July 2, 2025

Job# 250702RH



P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500

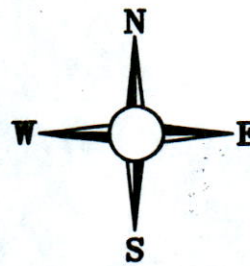
REVISED: September 30, 2025

ALLEY (20' R.O.W.)

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LOT 5
BLOCK 23



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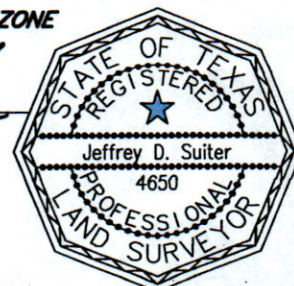
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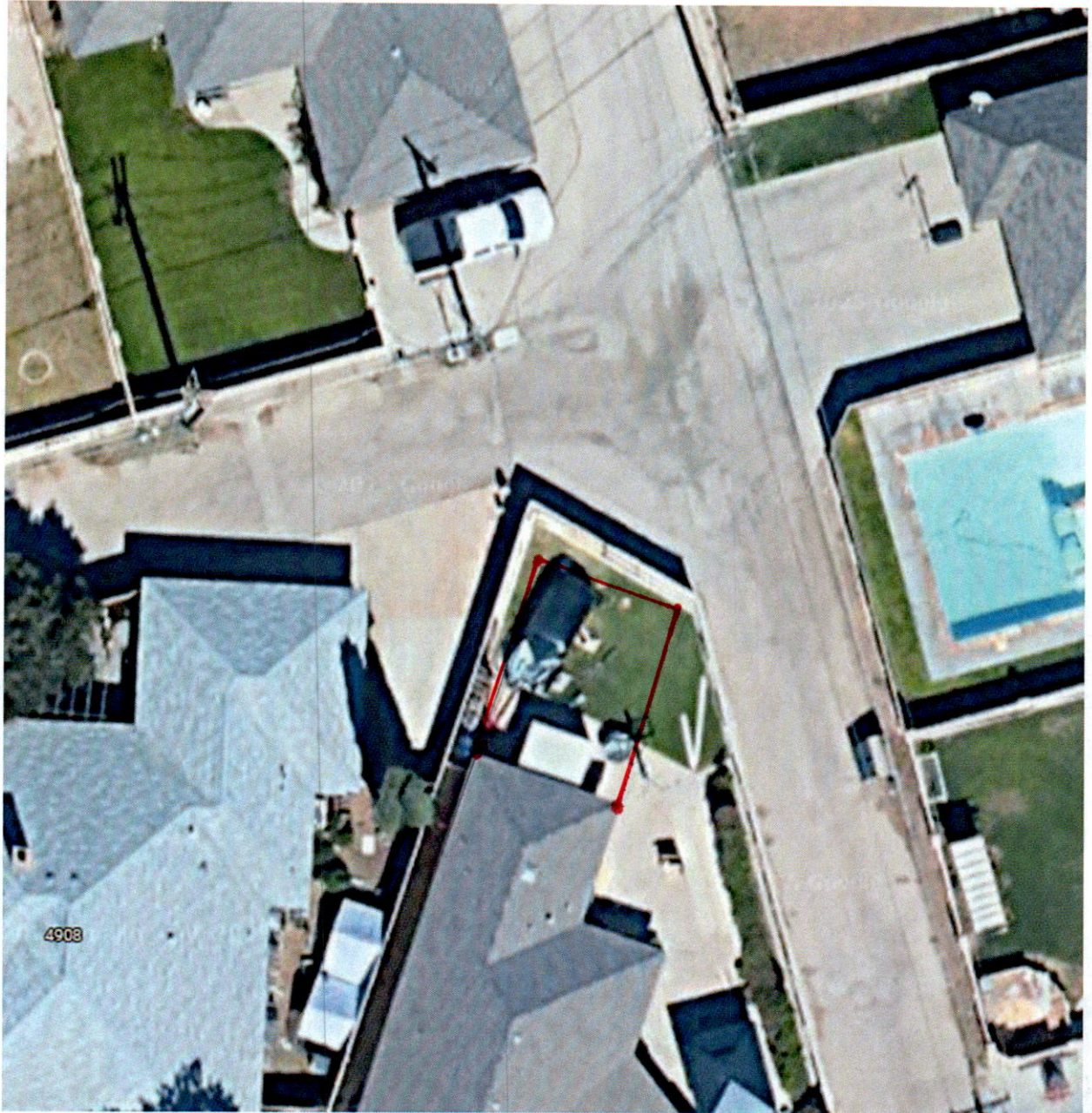
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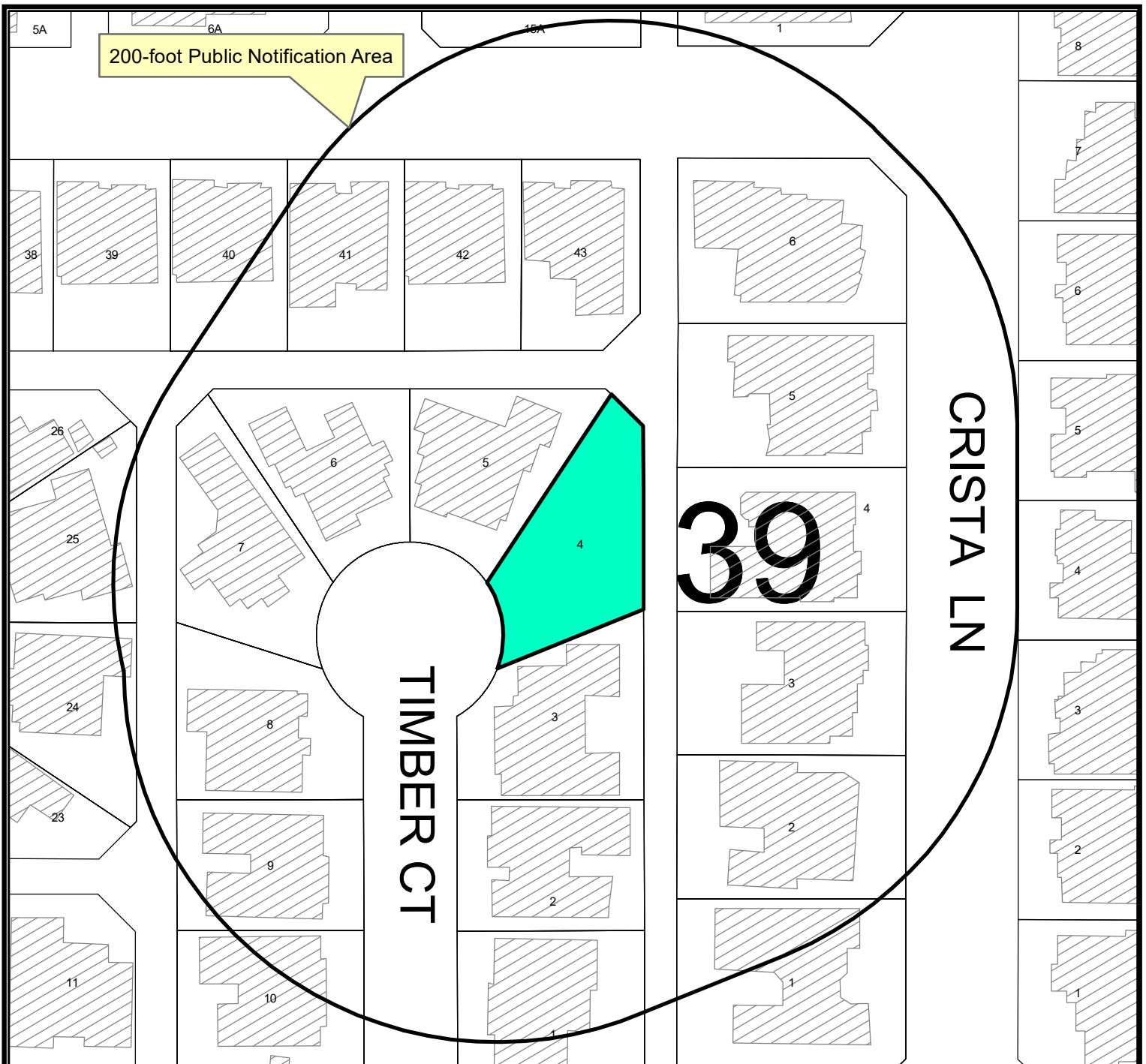
Jeffrey D. Suiter
 JEFFREY D. SUITER
 TX. R.P.L.S. #4650



July 2, 2025
 Job# 250702RH

P. O. Box 1963 Midland, Texas 79702 (432) 684-6728 Firm# 10086500





Location Map

E-25-0151

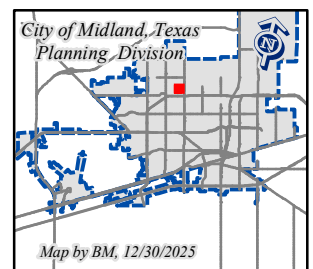
Scale: 1" = 77'

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)

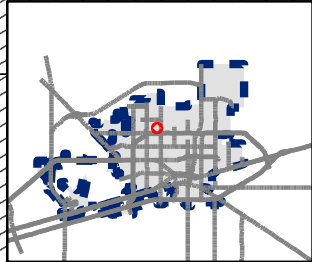
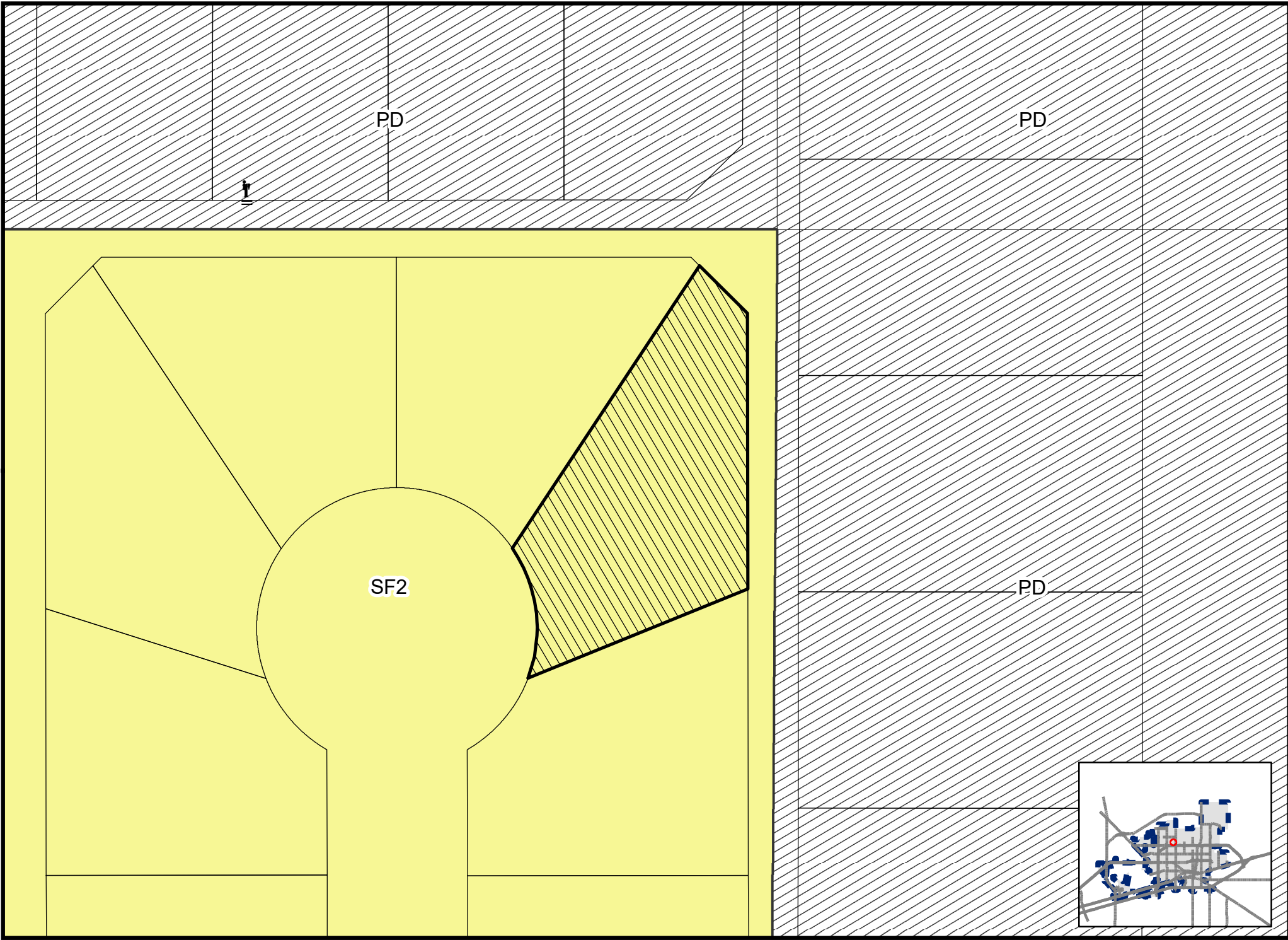
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









ITEM

SPECIAL EXCEPTION 4906 TIMBER COURT

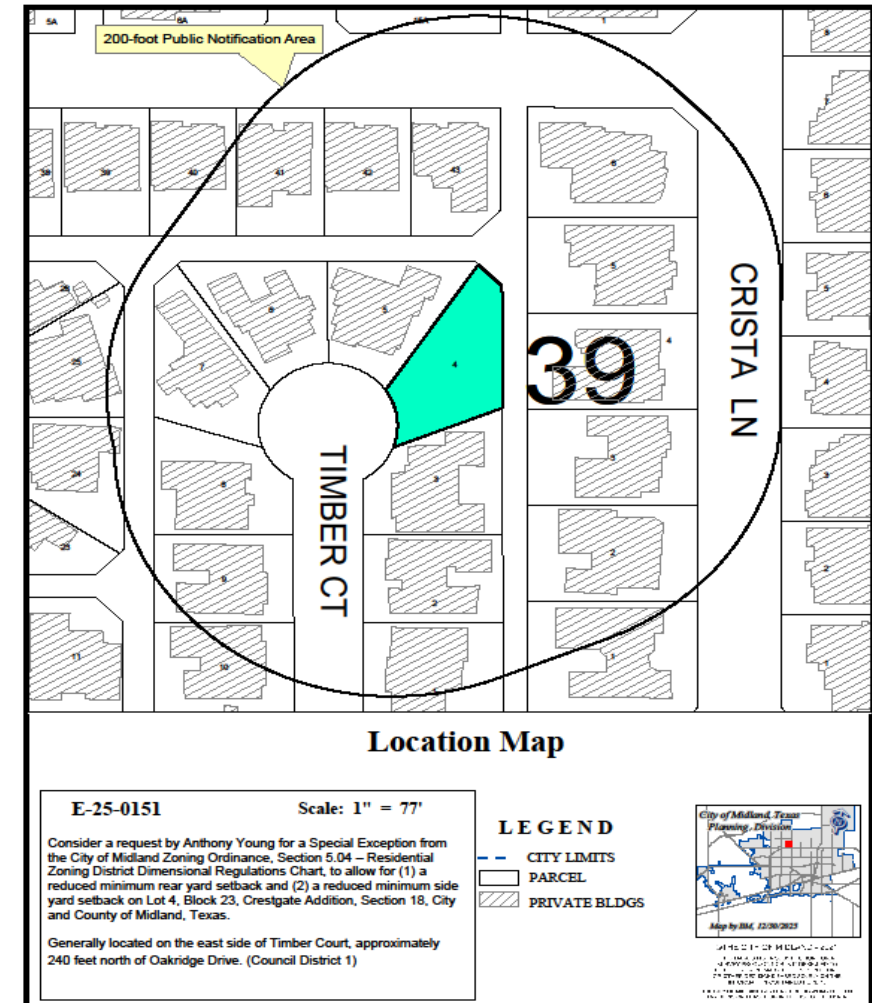


Visit Our Website

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

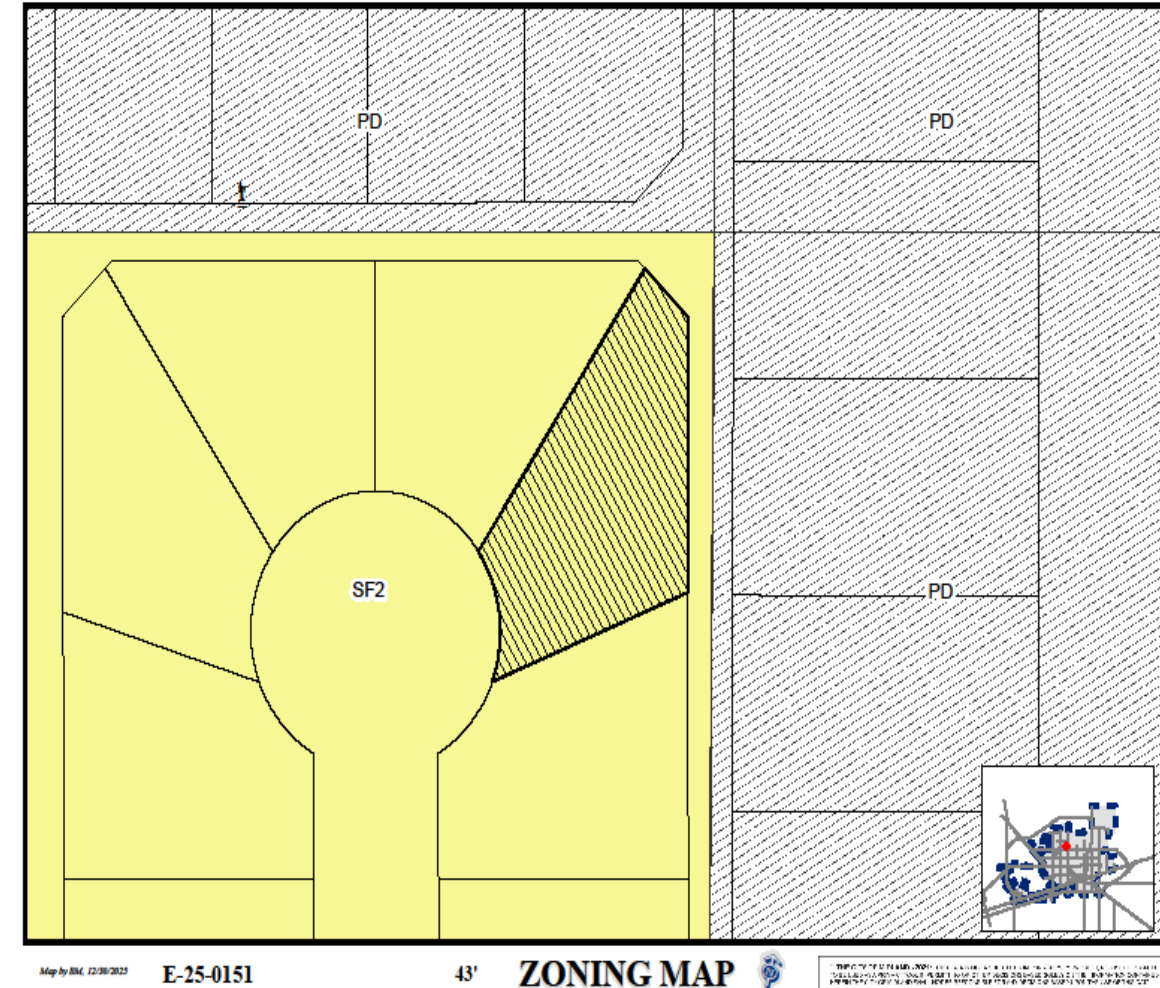


3

- ALLEY (20' R.O.W.)
- REFERENCE POINTS**
- RP#1 = MAG NAIL BEARS IN 21°07'15" E, 0.85'
RP#2 = FENCE CORNER BEARS IN 53°26'12" W, 0.31'
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- LOT 5
BLOCK 23
- LOT 4
BLOCK 23
- 1 STORY BRICK HOUSE
SHINGLE ROOF
- LOT 3
BLOCK 23
- 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*
JEFFREY D. SUITER
TX. R.P.L.S. #4650
- July 2, 2025
JOB# 250702RH
- REvised: September 30, 2025
- PROFESSIONAL LAND SURVEYORS**
L. UCHIRI
E. M. ERIZ
Boundary Surveys
- P. O. Box 1963 Midland, Texas 79702 (432) 694-6726 Fax# 10000200
- STATE OF TEXAS**
REGISTERED
Jeffrey D. Suiter
4650
PROFESSIONAL
LAND SURVEYOR

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



LAND USE

- **Current Use:** Single-Family Housing
- **Surrounding Uses:**
 - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing





On Timber Court, Looking East

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: 19.
Meeting Date: January 27, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: REVIEW ORDINANCE NO. 10633, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR 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. 10633

Purpose:

This is to review Ordinance 10633, which allowed a Specific Use Designation (SUD) with term for Alcoholic Beverages Sales for on-premises consumption, in a bar located at 621 West Wall Street for Double Bar Saloon.

Recommended Action:

Informational/Directional

Fiscal Impact:

NONE

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Per Condition I of Ordinance 10633, 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 noncommissioned security officer, on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 2:00 a.m. of the following day. Staff has received documentation showing that this condition has been satisfied.

Regarding the number of incidents reported since June 2025 when the ordinance was approved to December 2025 incidents reported for a total of 24 incidents. The ordinance was approved on June 10, 2025. Four incidents were reported in June. Five incidents were reported in July. No incidents were reported in August or September. Seven incidents were reported in October. No incidents were reported in November. Eight incidents were reported for December.

Letters of Objection:

As of January 16, 2026 staff has not received any letters of objections.

Attachments:

- A. SUD-25-0202, Combined Docs
- B. CC - Double Bar SUD 7 Month Review

Alexis Martinez, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/13/2026
Approved - 1/19/2026
Approved - 1/19/2026
Approved - 1/20/2026
Approved - 1/21/2026
Final Approval - 1/21/2026



**Specific Use Permit with Term for
the Sale of Alcoholic Beverages for
On-Premises Consumption**

Project Number: 540-25-0200
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: 237 West Wall, LLC.		Phone (432) 770-2193 Email Doublebarsalon@gmail.com	
Address 1401 Ainslee St.	City Midland	State TX	Zip 79701

Property Owner Printed Name: Wall Street Joint Ventures		Phone (713) 385-6527 Email becky.thomson@rtspecialty.com	
Address 918 Malone St.	City Houston	State TX	Zip 77007

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () Email	
Address	City	State	Zip

Street Address: 621 W. Wall St.			
Business Name: Double Bar Saloon			
Legal Description Lot: 13 Block: 61 Subdivision: Original Town, Section 25			
Current Zoning: CB			
Reason for Request: <u>We are operating a bar at this location.</u>			

Type of Business (restaurant, bar, lounge, nightclub, etc.): Bar			
Proposed/Current Days and Hours of Operation: <u>Sunday-Saturday 12:00PM-2:00AM</u>			
Proposed Days and Hours of Alcohol Service: <u>Sunday-Saturday 12:00PM-2:00AM</u>			
Total Square Footage of Business: 5,792			
Square Footage of Alcohol Serviceable Area: 4,462			
Restroom Fixtures:	Men	Toilets/Urinals: 1 / 2	Bathroom Sinks: 2
	Women	Toilets: 3	Bathroom Sinks: 2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen
 - 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): Carlin Smith Raymon Griffith Date: 05/07/2025

Applicant (printed): Carlin Smith Raymon Griffith

Property Owner (signature): _____ Date: _____

Property Owner (printed) : _____

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY

☐ Property Owner Authorization

☐ Dimensioned Floor Plan

☐ Application Fee

☐ Site Plan

Check # invoiced

☐ Plans in Digital Format (PDF/JPEG)

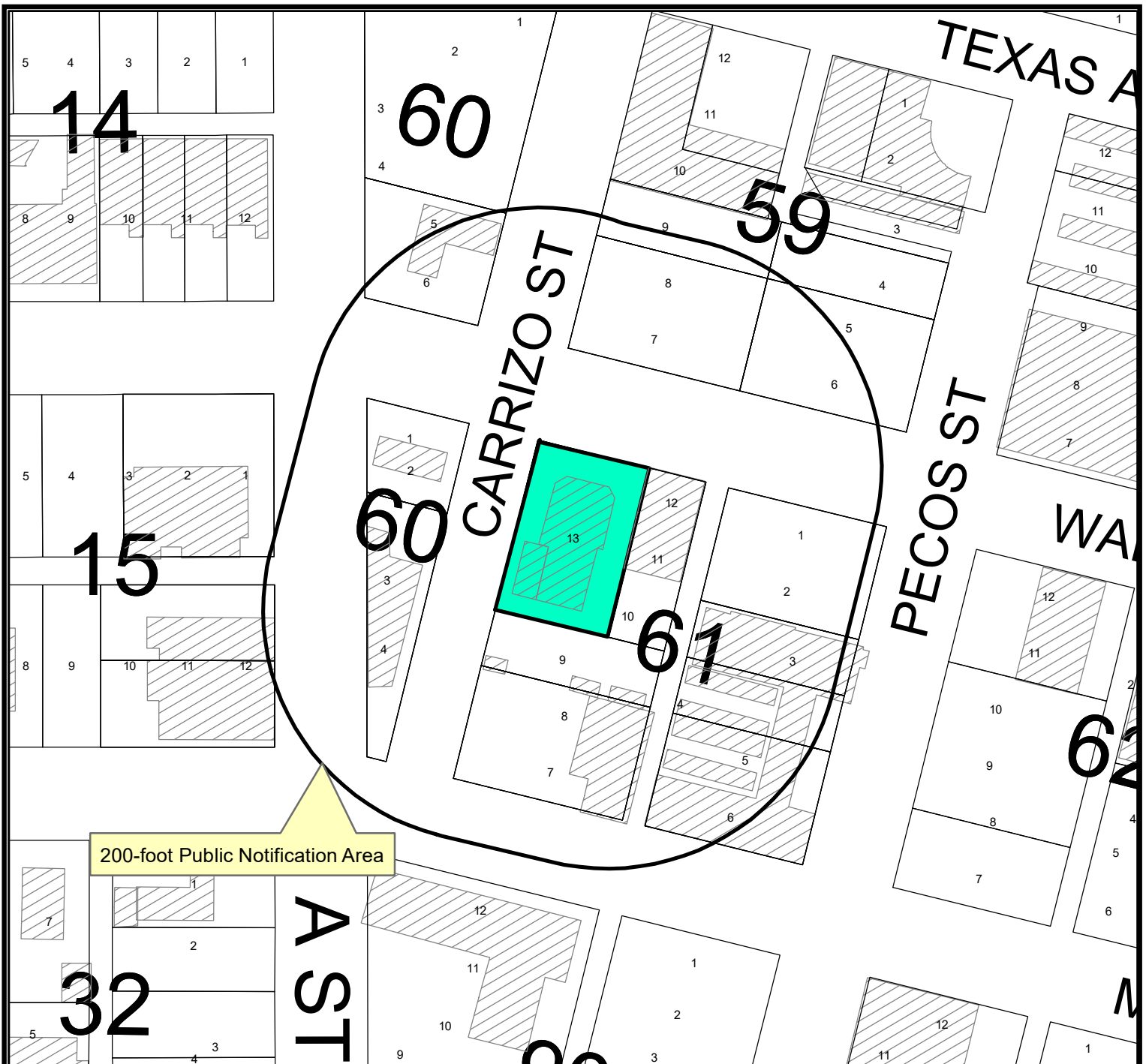
Received By: [Signature]

Date: 5/7/25

RECEIVED

MAY 07 2025

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

SUD-25-0202

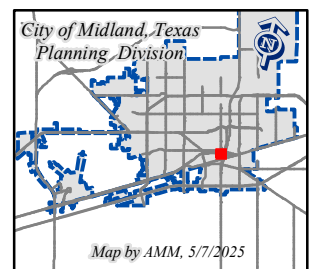
Scale: 1" = 600'

Consider a request by 237 West Wall, LLC, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 13, Block 61, Original Town, Section 25, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of West Wall Street and South Carrizo Street. (Council District 3)

LEGEND

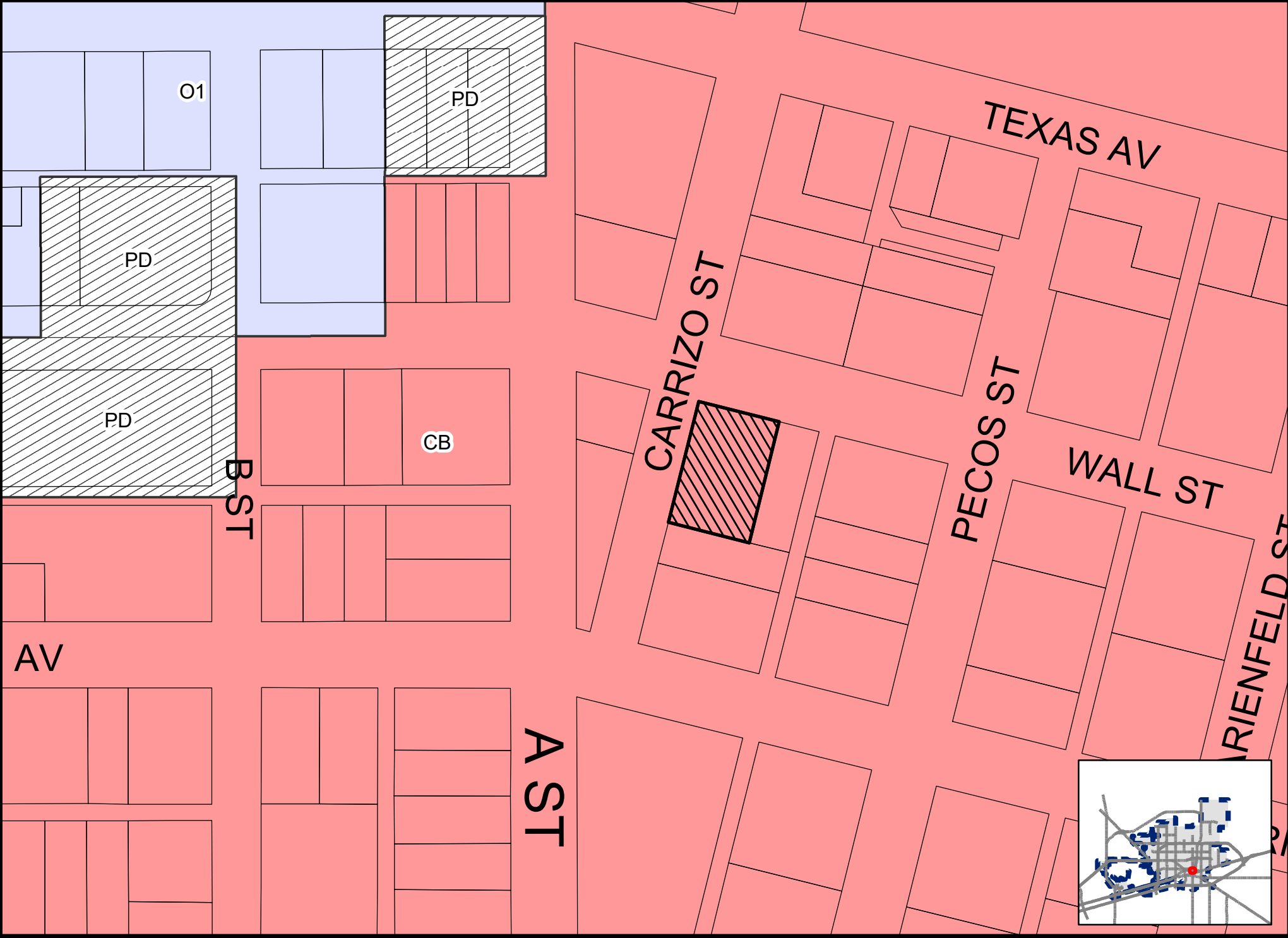
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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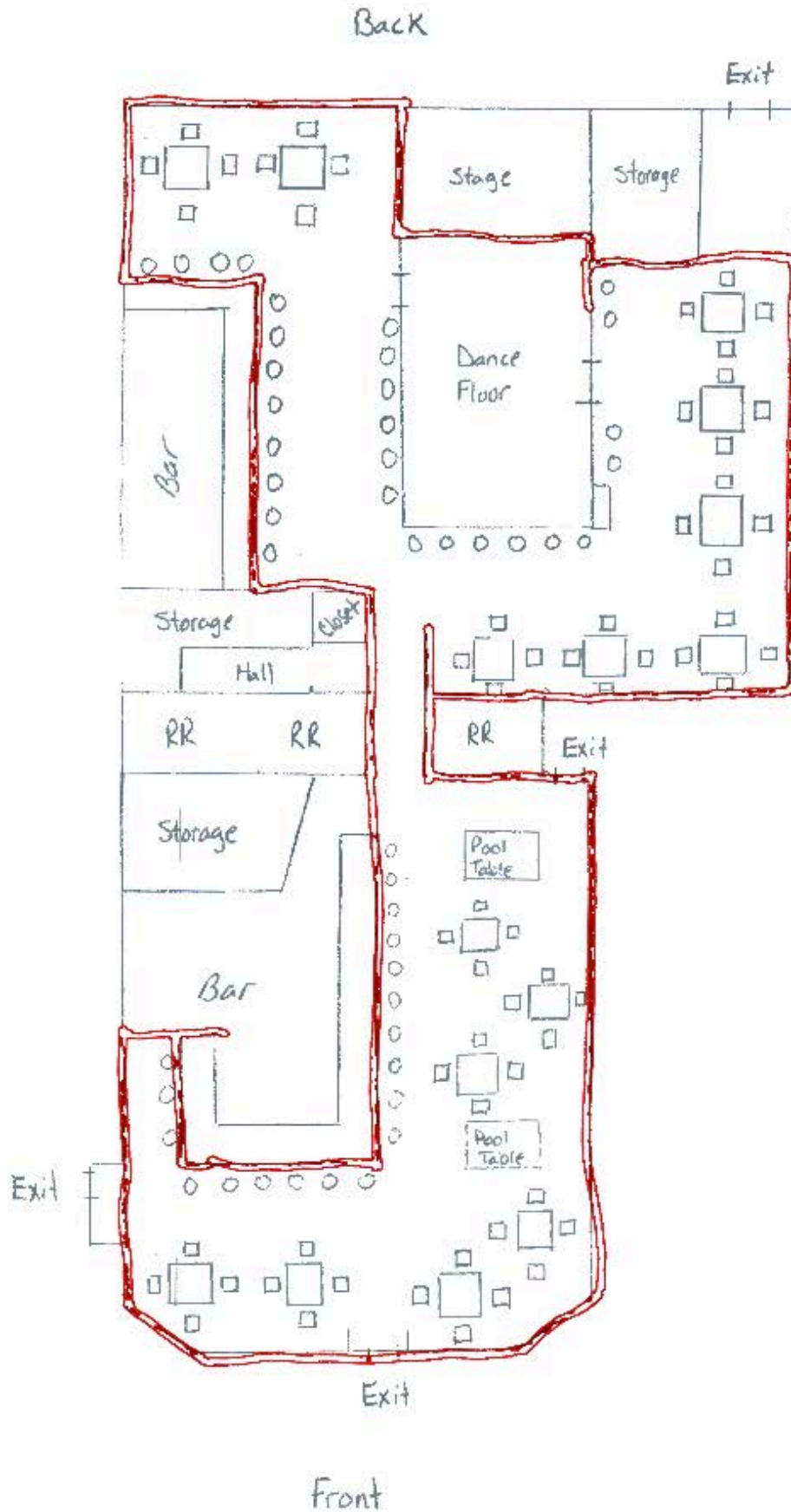
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²







15

60

CARRIZO ST

6

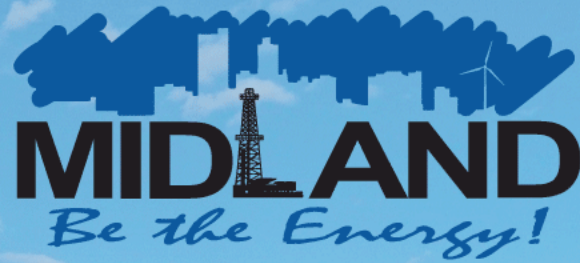
1

59

PECOS ST

W

62



ITEM

SPECIFIC USE DESIGNATION DOUBLE BAR SALOON



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MIDLANDTEXAS.GOV

ITEM HISTORY

- **SUD approved (June 10, 2025):** Allowing on-premises alcohol sales and consumption in a lounge known as Hot Shots
- Conditions included:
 - Alcohol sales from Sunday through Saturday from 12:00 p.m. (noon) to 2:00 a.m. of the following day
 - 2 security guards, Fri–Sat, 9:00 p.m.–2:00 a.m.
 - Council review at 7 months
- No 60-day review or proposed amendment.



THE 7-MONTH REVIEW

- Per the approved ordinance, Council must now conduct another review and consider whether or not to direct staff to begin the process of amending or revoking the SUD.
- If Council directs staff do to either, the process will be the same as a rezoning (one P&Z hearing, two Council readings).
- If Council takes no action, the SUD will continue with its term and expire on June 10, 2027.



THE 7-MONTH REVIEW

- The applicant has provided documentation showing that the security guards have obtained the required certification and have been provided.



INCIDENT REPORTS

Incident Report Summary

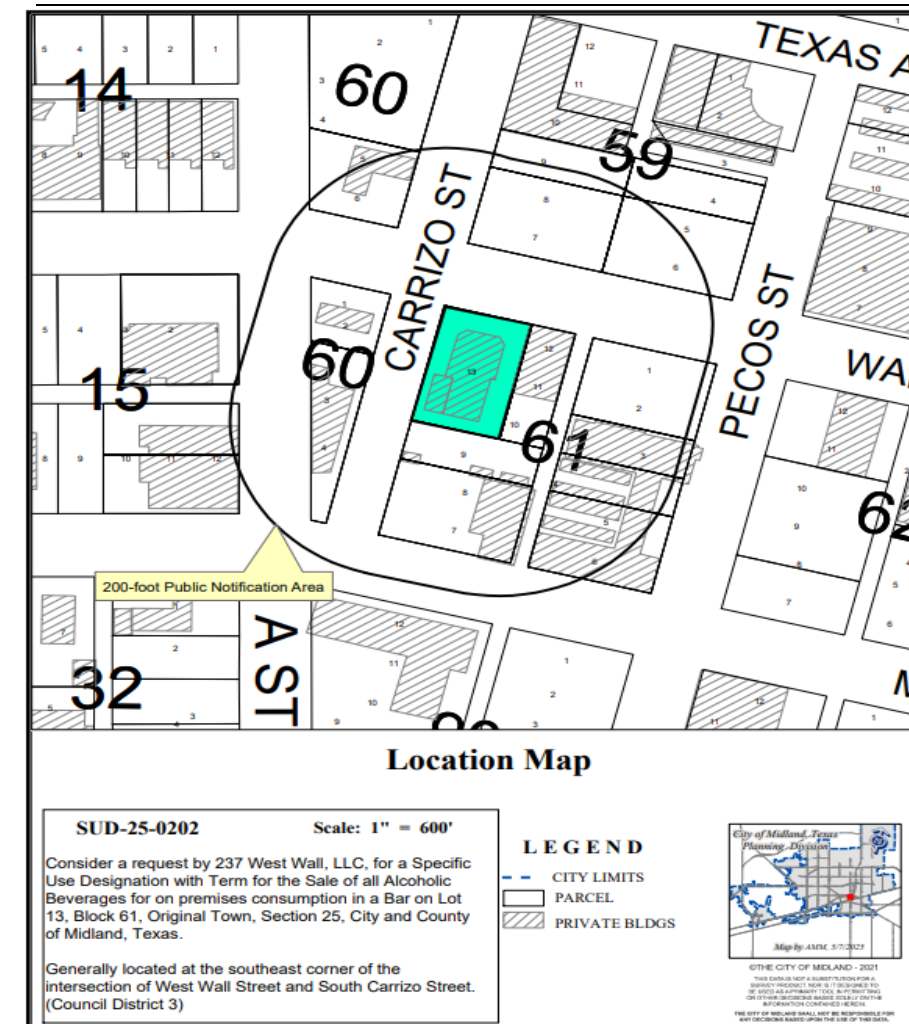
	2025 (June Through December)	
Double Bar	24	
Hot Shots	20	
The Bar	10	
Total	54	

Hot Shots incident summary:

- 24 incidents were reported from June through December.
- Monthly average is 3.4 incidents per month.
- Previously, 40 incidents were reported for 2025 (January through July) with a monthly average of 5.7 incidents per month.

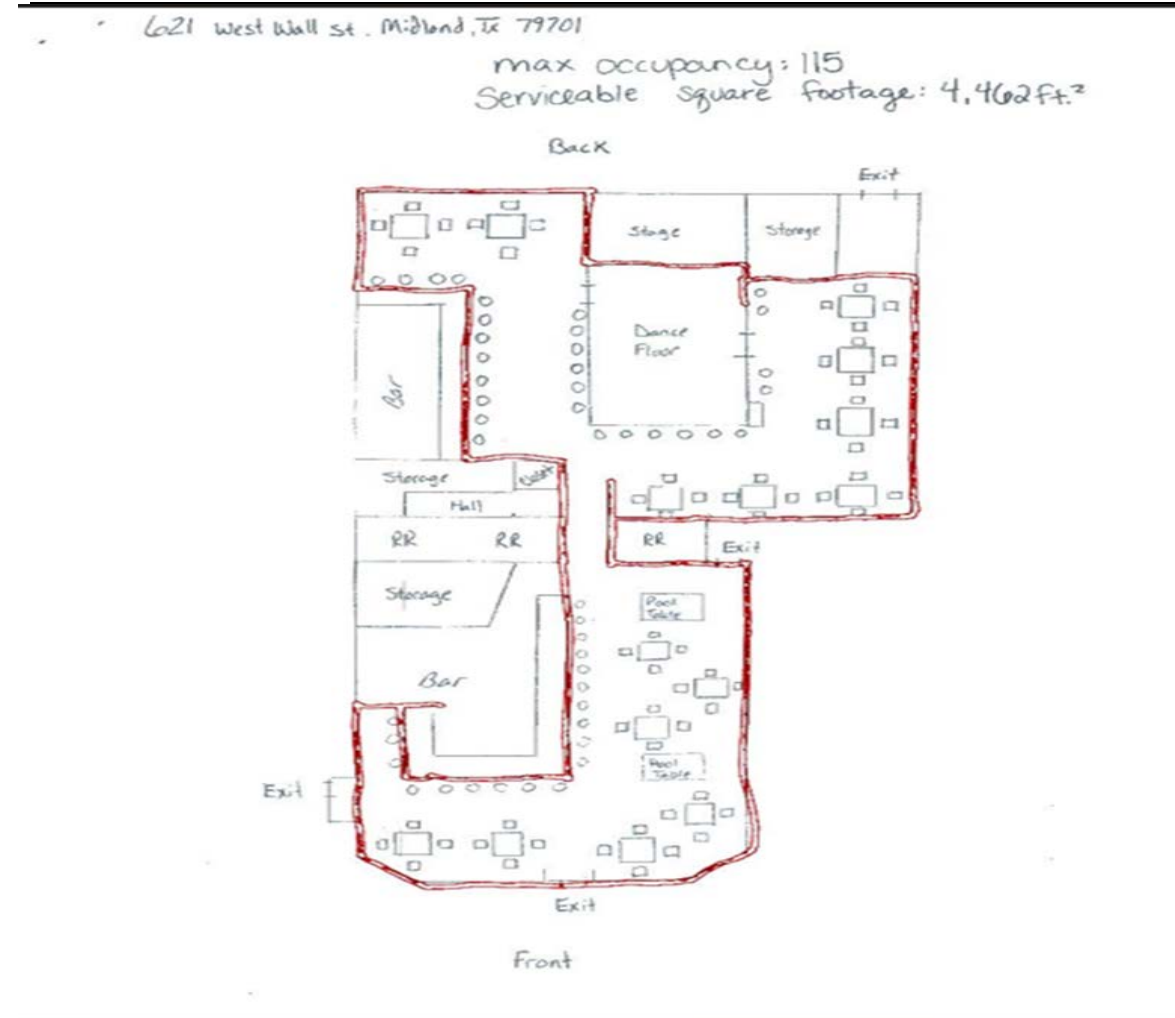
APPLICATION SUMMARY

- **Applicant:** 237 West Wall, LLC
- **Property Owner:** Wall Street Joint Ventures
- **Location:** 621 West Wall Street
- **Reason for Request:** For the sale and on-premises consumption of alcohol



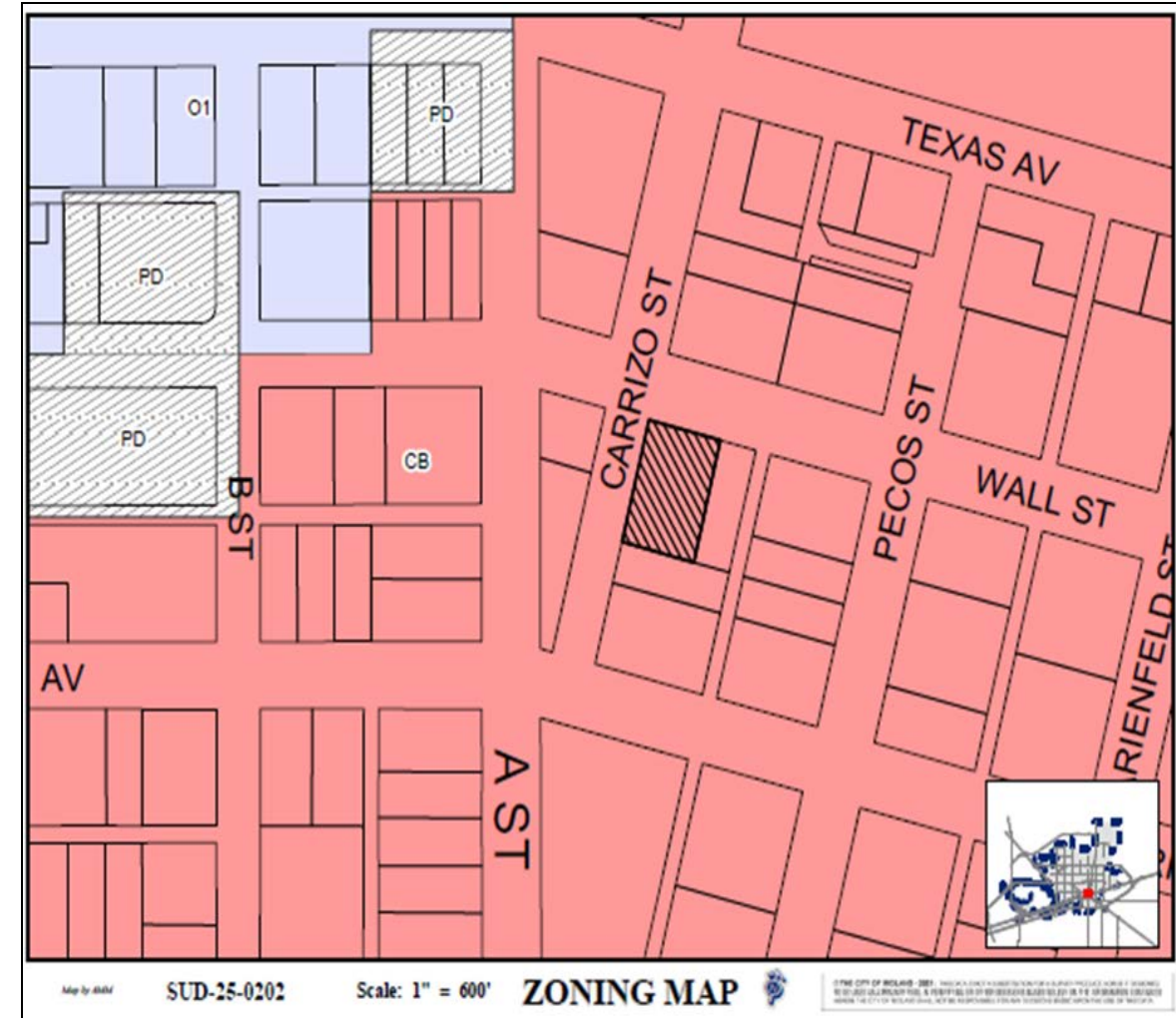
DETAILS OF REQUEST

- For Existing Bar
- **Area of Business: 5,792 SF**
- **Serviceable Area: 4,462 SF**
- **Hours of Operation:** Sunday through Saturday from 12 p.m. to 2 a.m.
- **Proposed Hours of Alcohol Service:** Sunday through Saturday from 12 p.m. to 2 a.m.



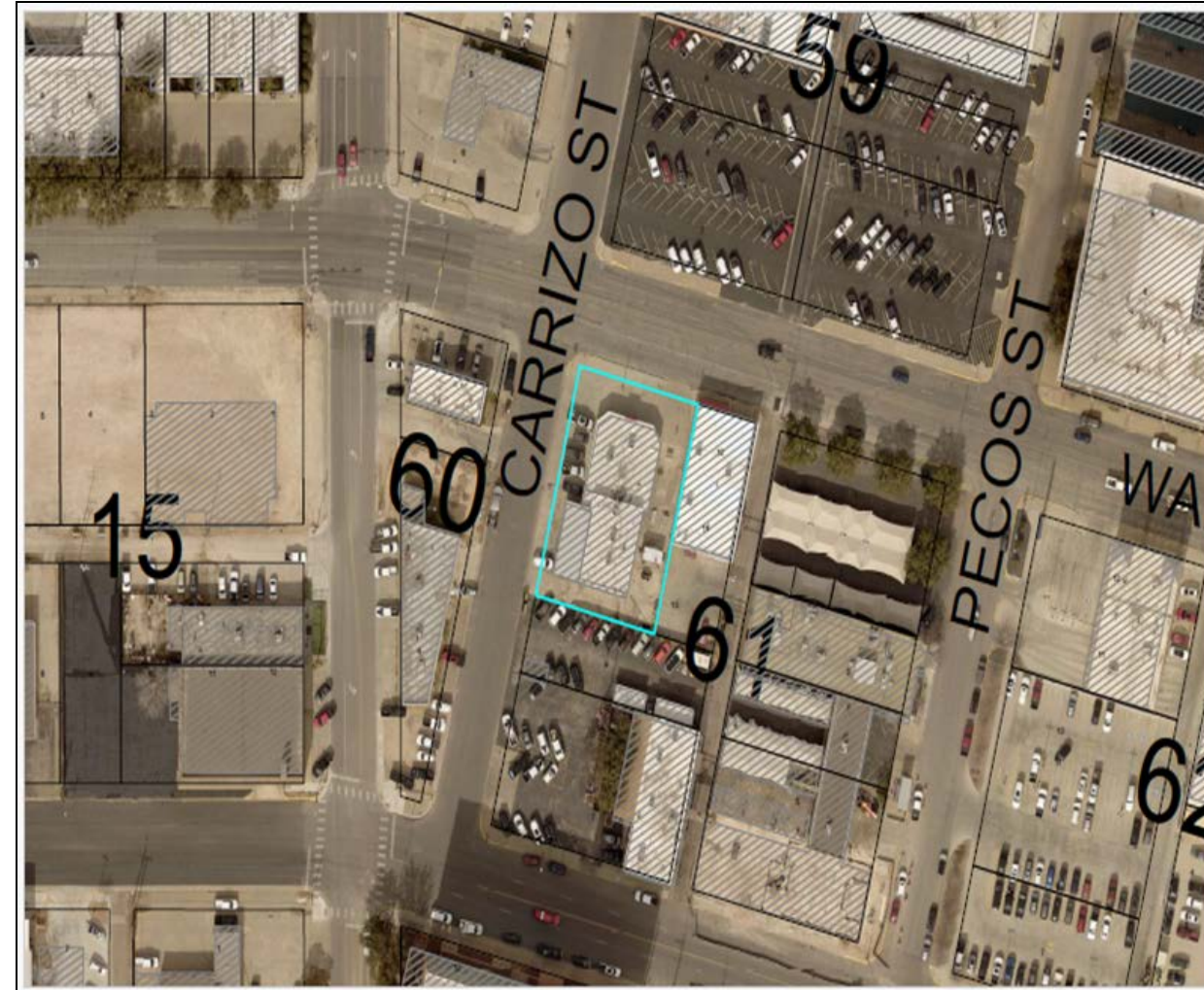
ZONING

- **Current Zoning:** CB, Central Business District
- **Surrounding Zoning:**
 - **North, South, East and West:** CB, Central Business District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** Bar
- **Surrounding Uses:**
 - **North:** Office Building
 - **South:** The Bar
 - **East:** Hot Shots
 - **West:** Wall Street Cocina





On Carrizo Street, Looking South

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business*.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on May 19, 2025.
- Staff recommends approval of this request with the following conditions:
 - A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibits A, which are attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:
 - Sunday through Saturday from 12 p.m. to 2 a.m. of the following day.



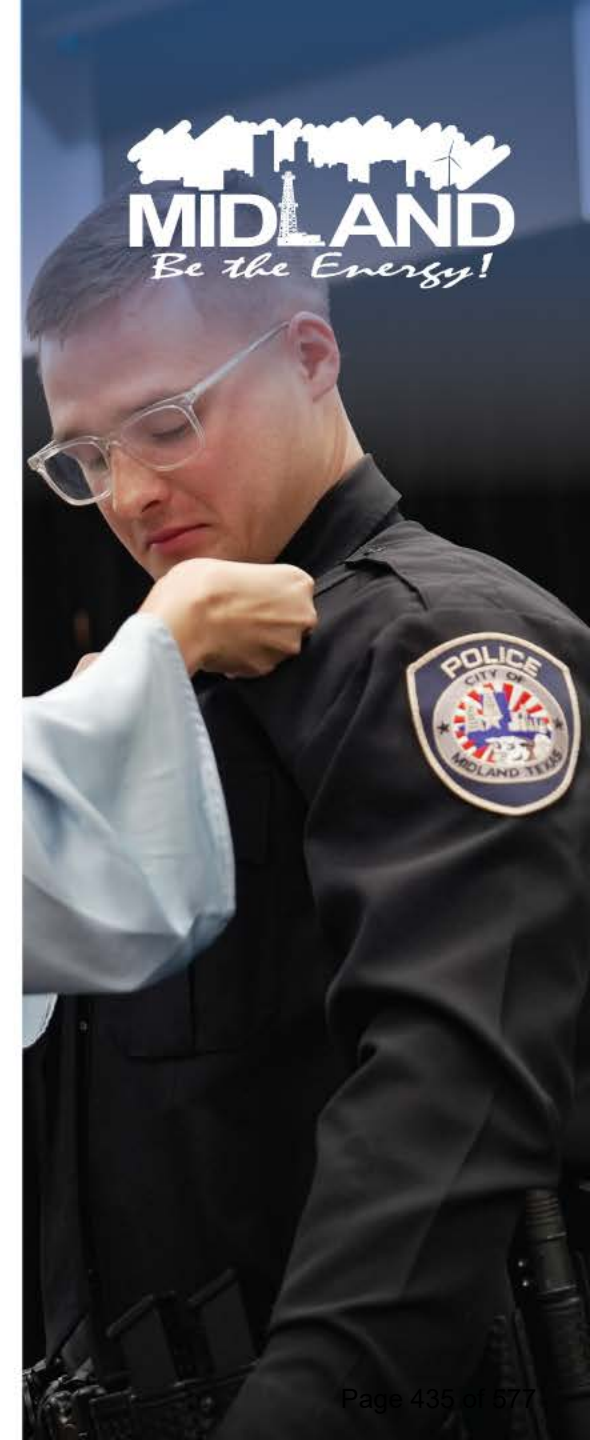
STAFF'S RECOMMENDATION

- D. That the operator of the establishment shall provide a minimum of two certified peace officers as security guards on the premises of the establishment during hours of operation on Friday and Saturday that the occur between 9 p.m. and 2 a.m. of the following day.
- E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.



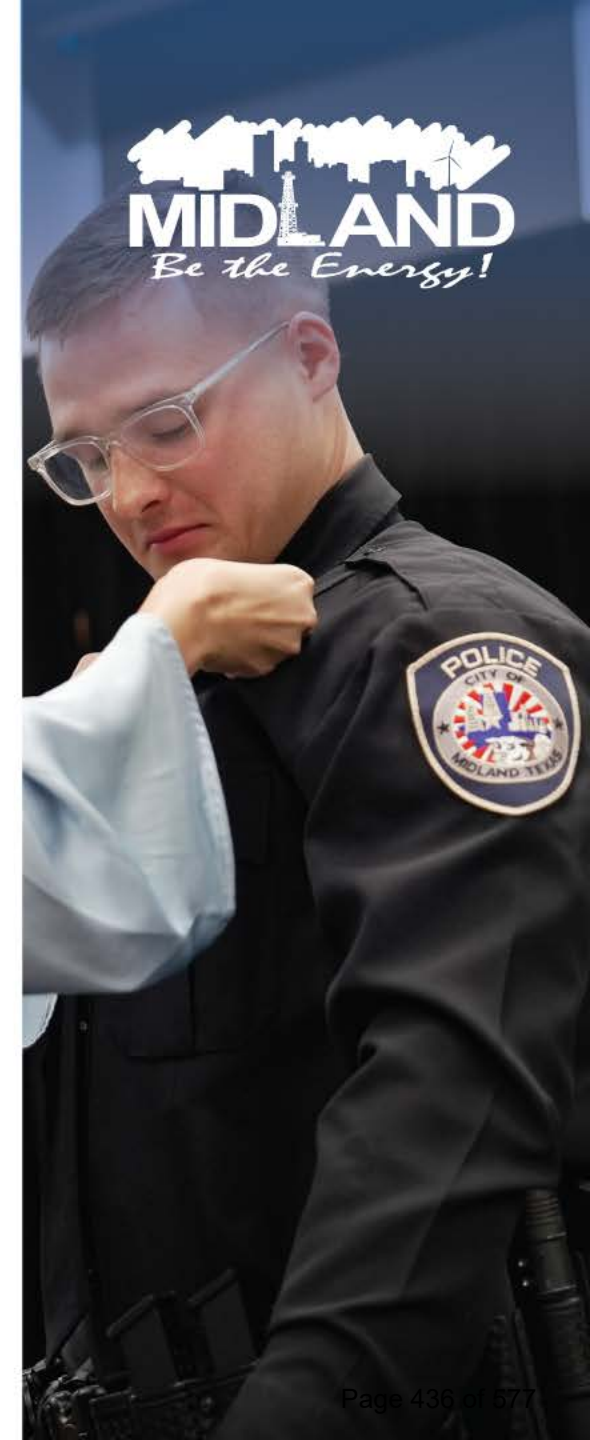
STAFF'S RECOMMENDATION

- F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- G. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied



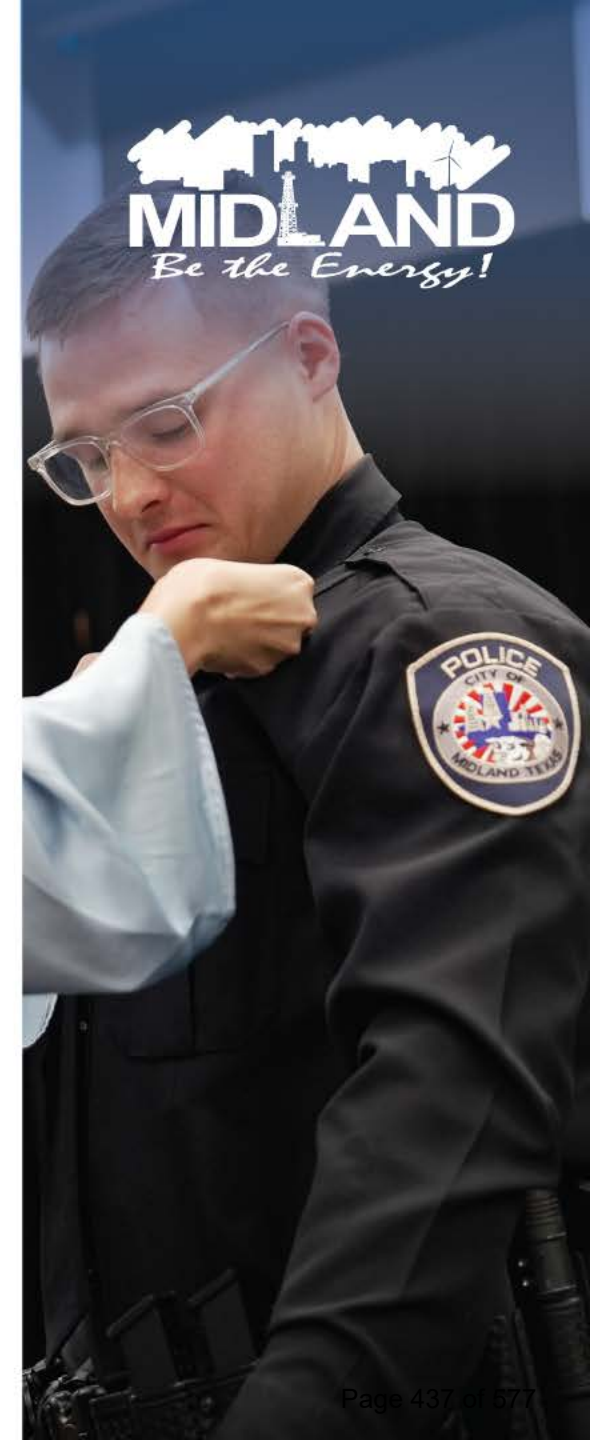
STAFF'S RECOMMENDATION

H. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



STAFF'S RECOMMENDATION

- I. That the specific use designation with term granted herein will be reviewed by the City Council within seven months. 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 the specific use designation with term or to repeal this ordinance.



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 27, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: REVIEW ORDINANCE NO. 10635, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER 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. 10635

Purpose:

This is to consider an ordinance amending Ordinance 10635 which granted an Specific Use Designation With Term for the sale of all alcoholic beverages for on-premises consumption in a special event center known as The Venue at Live Oak, located at 3201 Elkins Road.

Recommended Action:

Informational/Directional

Fiscal Impact:

none

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Per condition H of the approved resolution, City Council must conduct a review within 6 months of the date that the SUD was approved and "consider factors including, but not limited to, (1) whether the conditions and restrictions of this resolution have been satisfied and (2) the volume and types of incidents reported to have occurred on the Property. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of this resolution or to revoke the temporary use permitted by this resolution."

Lastly, regarding the incidents reported for the property, only two incidents were reported for the past 6 months. Both incidents were calls about loud music. One of them was reported in October with the other being in December.

Attachments:

- A. SUD-25-0198, Combined Docs (1)
- B. CC -6-Month Live Oak Venue SUD Review

Alexis Martinez, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/13/2026
Approved - 1/19/2026
Approved - 1/19/2026
Approved - 1/20/2026
Approved - 1/21/2026
Final Approval - 1/21/2026



**Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption**

Project Number:

Case Number:

JUD - 25-0198

Applicant (if acting as Agent, see affidavit on page 2)
Printed Name:

Phone (432) 413-1501

Email steve@liveoak.events

Address Steve Jeter

City Midland

State TX

Zip 79705

Property Owner

Printed Name: 3201 Properties, LLC

Phone (432) 413-1501

Email steve@liveoak.events

Address P.O. Box 7307

City Midland

State TX

Zip 79708

Representative (if different from Applicant or Property Owner)

Firm:

Printed Name:

Phone (432) 413-1501

Email steve@liveoak.events

Address

City

State

Zip

Street Address: 3201 Elkins Road

Business Name: 3201 Properties, LLC

Legal Description

Lot: 1

Block: 1

Subdivision:

Camelot

Current Zoning: Office 1

Reason for Request: Alcohol Consumption and Sale of Alcohol (On Premise)

Type of Business (restaurant, bar, lounge, nightclub, etc.): Venue

Proposed/Current Days and Hours of Operation: Sunday-Thursday, 10am-12am

Friday-Saturday 10am-2am

Proposed Days and Hours of Alcohol Service: Sunday-Thursday, 10am-12am Friday-Saturday, 10am-2am

Total Square Footage of Business: 62,234

Square Footage of Alcohol Serviceable Area: 57,549

Restroom Fixtures:

Men

Toilets/Urinals: 7

15

Bathroom Sinks: 5

Women

Toilets: 10

Bathroom Sinks: 5

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):

Steve Jeter

Date:

2/28/2025

Applicant (printed):

Steve Jeter

Property Owner (signature):

Steve Jeter

Date:

2/28/2025

Property Owner (printed):

Steve Jeter

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Floor Plan

☒ Application Fee

☒ Site Plan

Check #

1517

☐ Plans in Digital Format (PDF/JPEG)

Received By:

Johanna Sinter

Date:

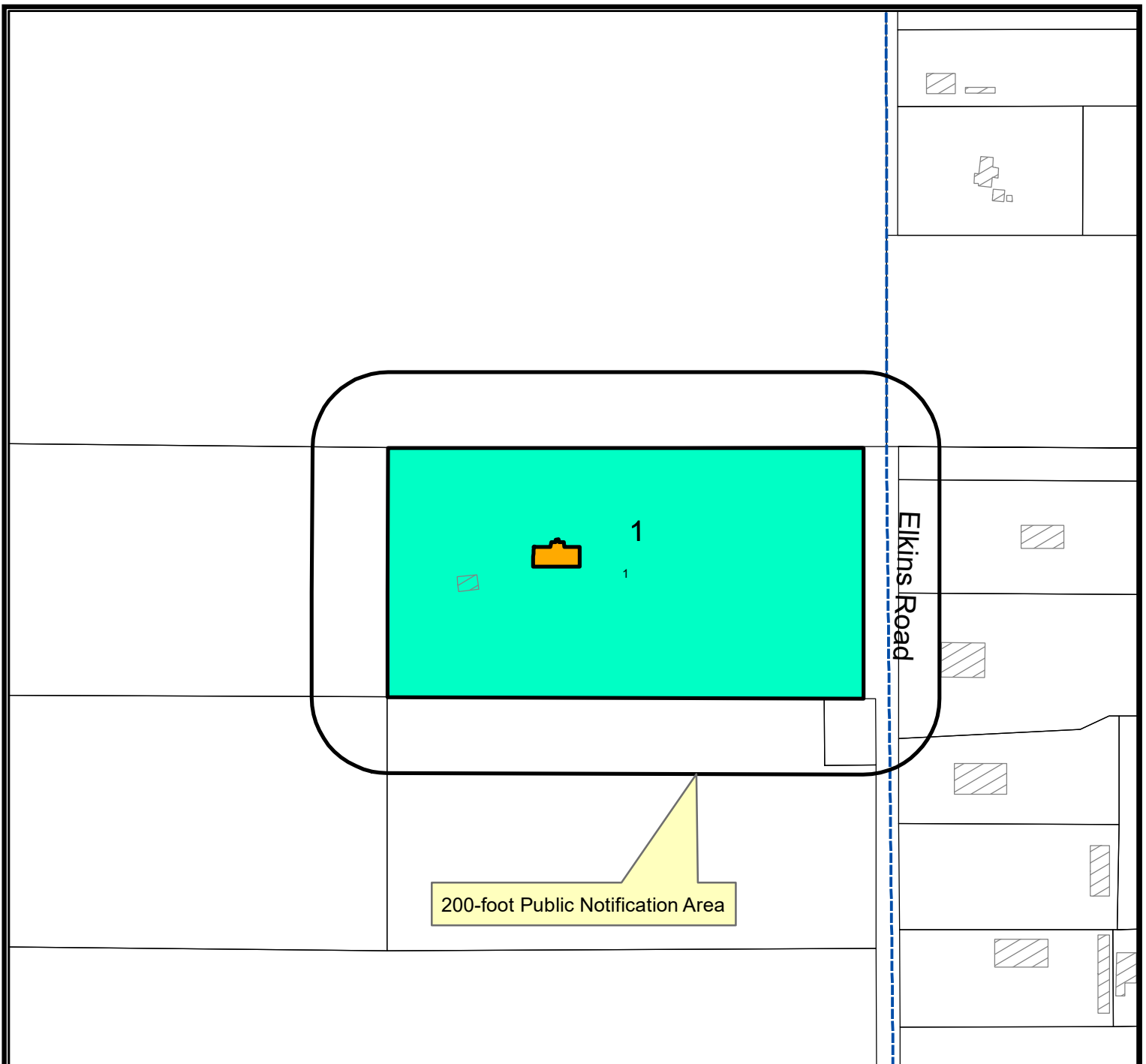
4/15/25

RECEIVED

APR 15 2025

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

SUD-25-0198

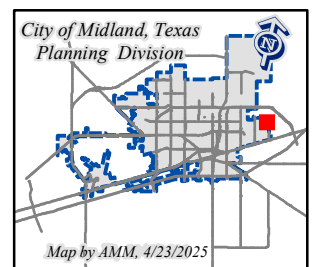
Scale: 1" = 200'

Consider a request by Steve Jeter for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a wedding chapel, reception facility, and special events center, on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

Generally located on the west side of Elkins Rd., approximately, 3,320- feet north of Evans Lane. (Council District 2)

LEGEND

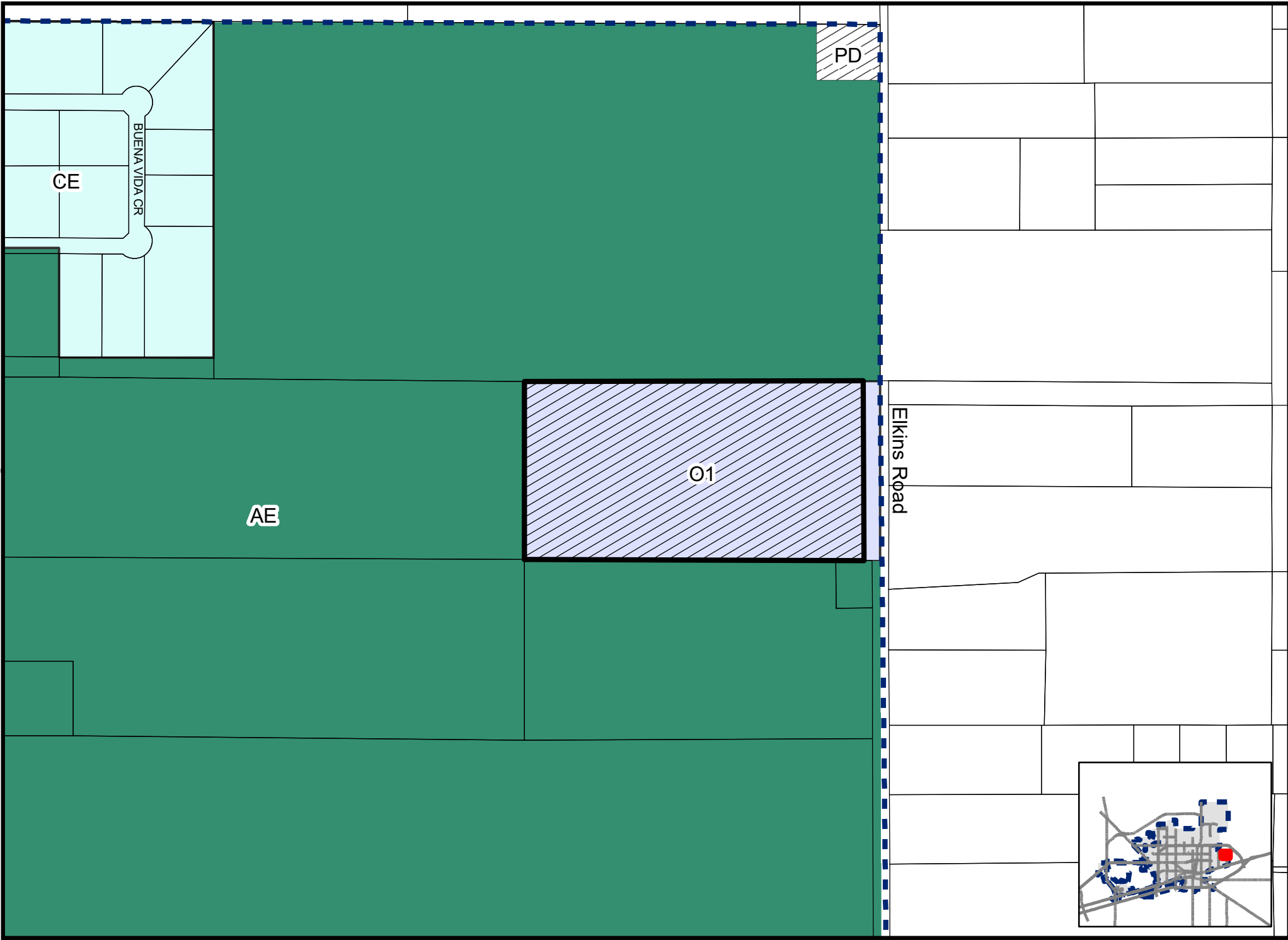
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



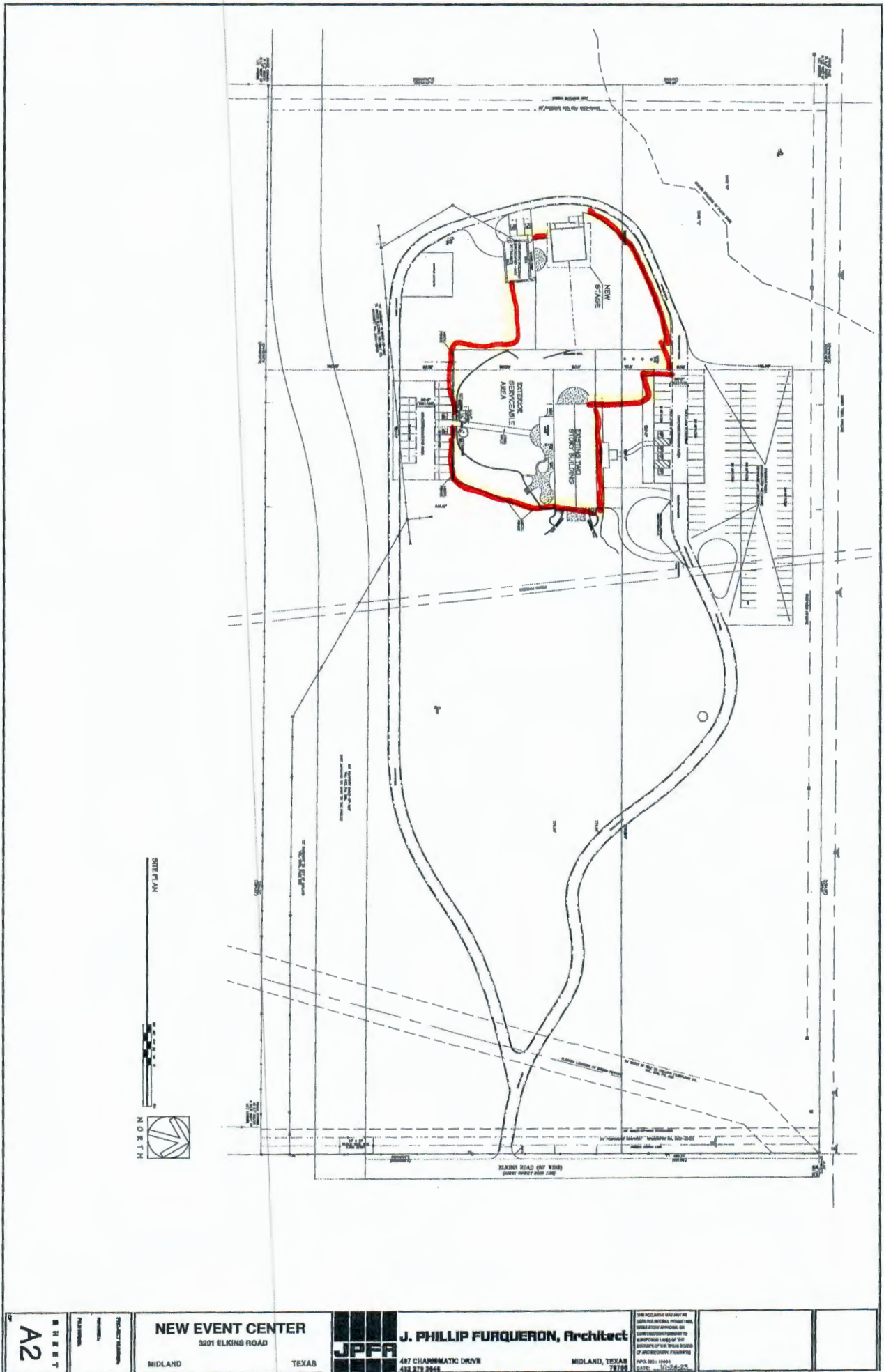
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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.







A2

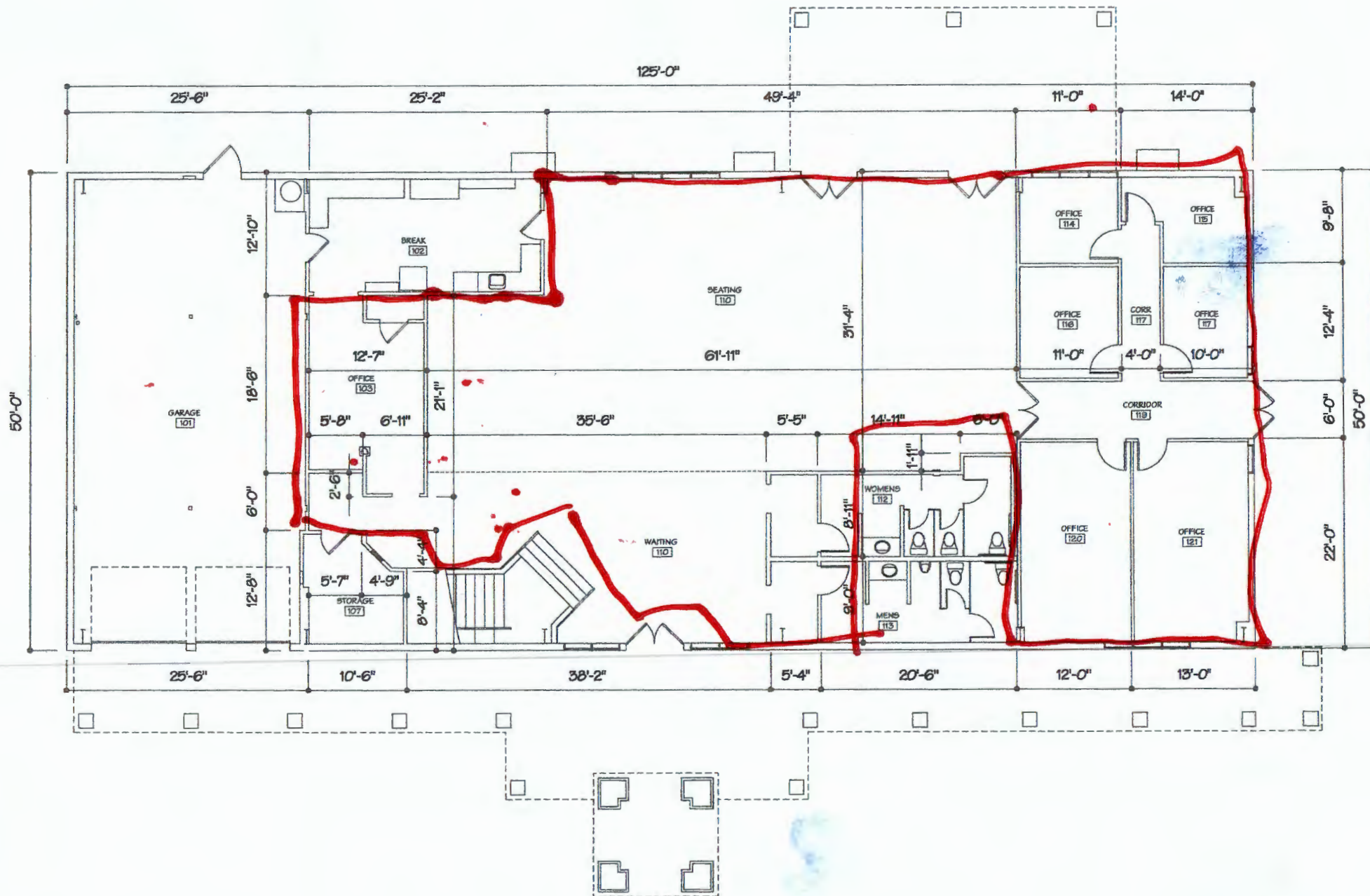
PROJECT INFORMATION
 DATE: 10/1/2014
 DRAWN BY: JPF

NEW EVENT CENTER
 3201 ELKINS ROAD
 MIDLAND TEXAS

JPFA

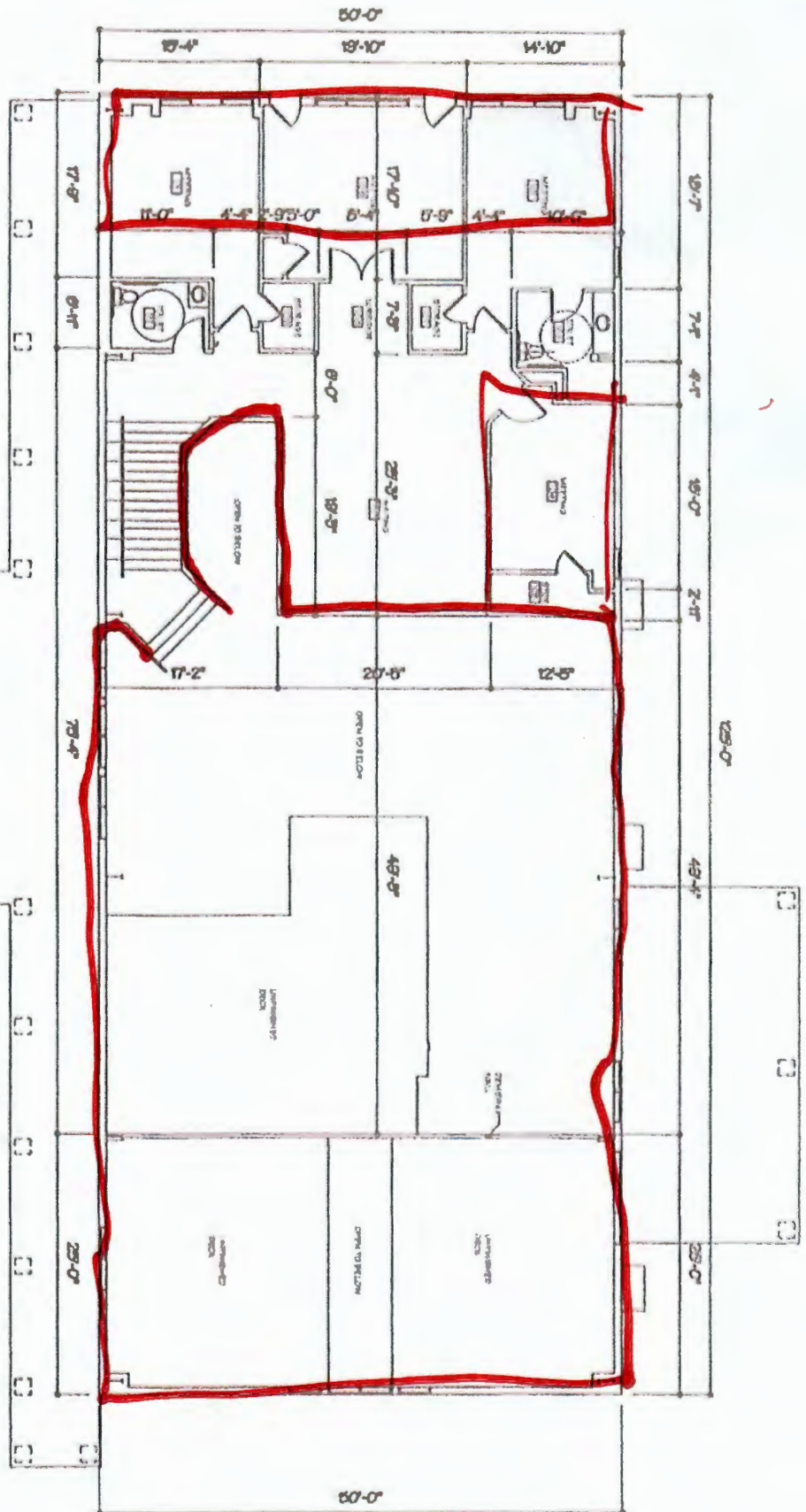
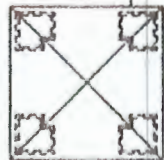
J. PHILLIP FURQUERON, Architect
 487 CILAMMATO DRIVE
 MIDLAND, TEXAS 79701
 432.373.2644

THIS DOCUMENT MAY NOT BE
 REPRODUCED OR TRANSMITTED
 IN ANY FORM OR BY ANY
 MEANS, ELECTRONIC OR
 MECHANICAL, WITHOUT
 PERMISSION IN WRITING
 FROM THE ARCHITECT.



SECOND FLOOR PLAN

10'-0"



BUILDING REMODEL

3201 ELKINS ROAD

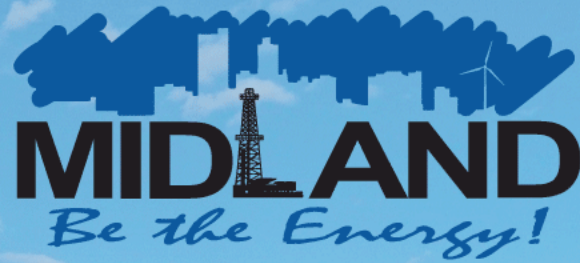


J. PHILLIP FURQUERON, Architect

437 CHAMBERLAIN DRIVE







ITEM SPECIFIC USE DESIGNATION THE VENUE AT LIVE OAKS 6-MONTH REVIEW



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MIDLANDTEXAS.GOV

ITEM HISTORY

- **SUD approved (August 12, 2025):** Allowing alcohol sales and consumption in a special even center known as The Venue at Live Oak.
- Conditions included:
- Council review at six months



THE 6-MONTH REVIEW

- Per the approved ordinance, Council must now conduct another review and consider whether or not to direct staff to begin the process of amending or revoking the SUD.
- If Council directs staff do to either, the process will be the same as a rezoning (one P&Z hearing, two Council readings).
- If Council takes no action, the SUD will continue with its term and expire on August 12, 2027.



THE 6-MONTH REVIEW

- The applicant has provided documentation showing that the peace officers have been provided for each event.
- The applicant has provided decibel record showing that the sound from the property has not exceeded 85 decibels.
- Only two incidences have been reported during the past six months. Five incidents were reported from January through June.



CURRENT CONDITIONS

- A. That the serviceable area of the Establishment shall be limited to approximately 57,549 square feet as shown in Exhibits A, which are 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 a.m. to 2 a.m. of the following day.



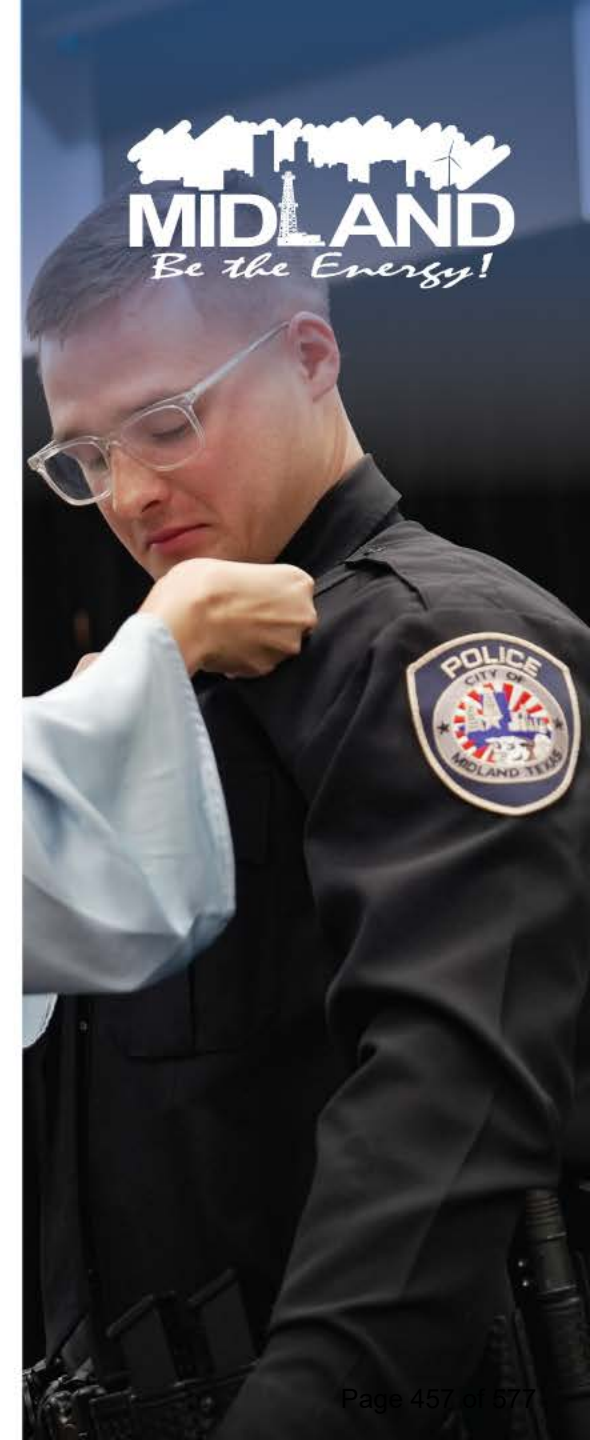
CURRENT CONDITIONS

- 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.



CURRENT CONDITIONS

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.



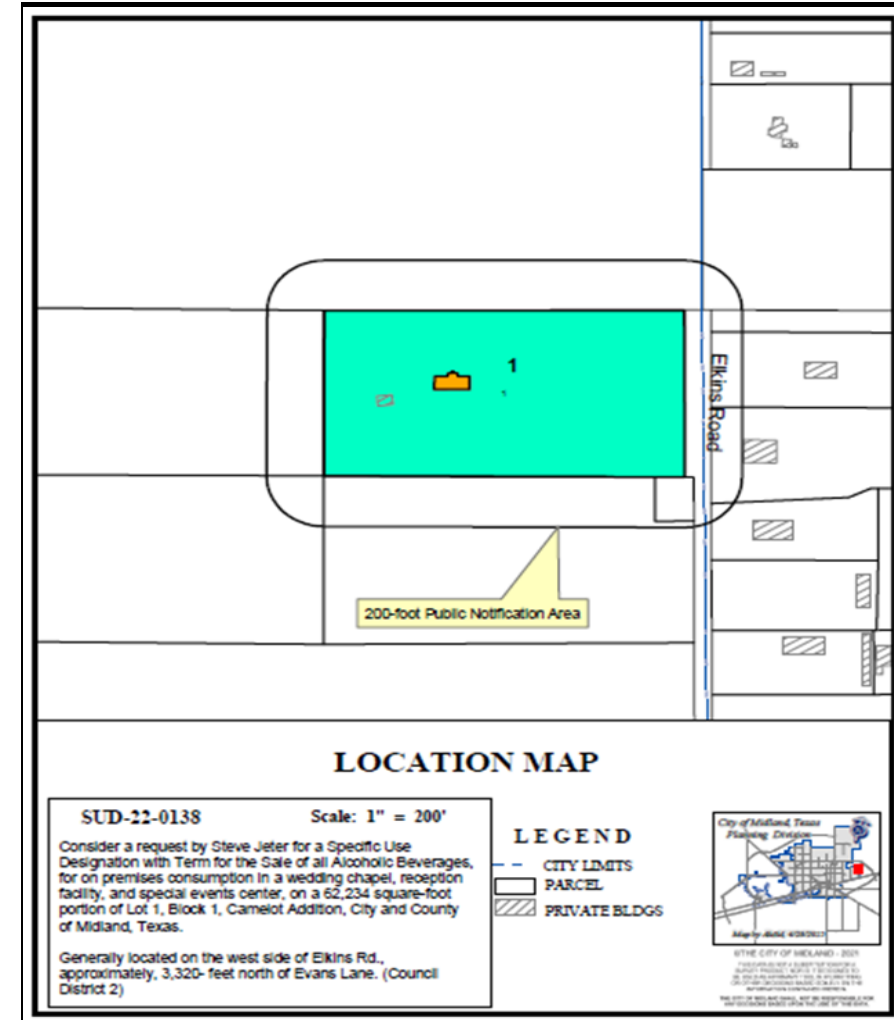
MISSION

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



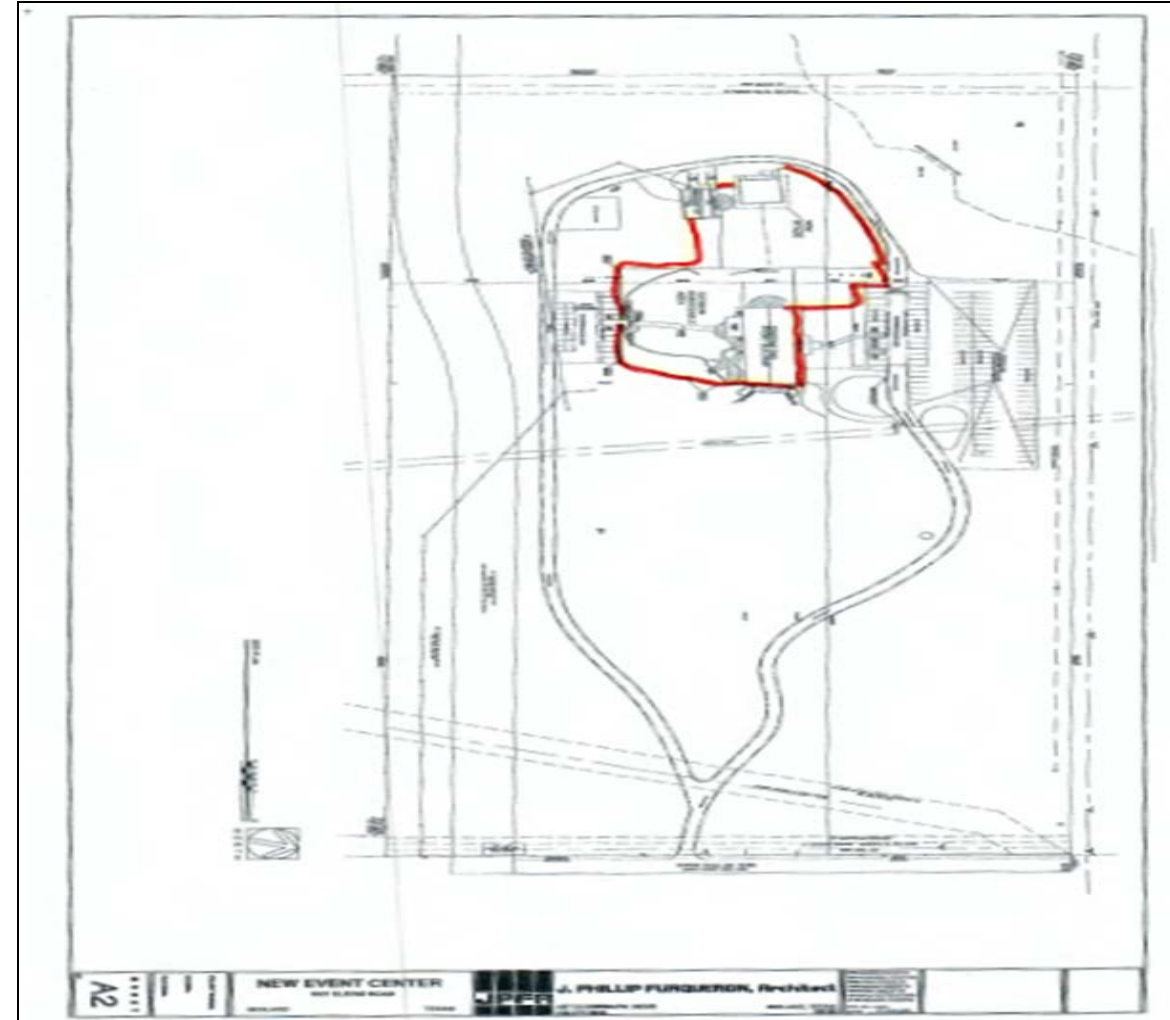
APPLICATION SUMMARY

- **Applicant and Property owner:** Steve Jeter
- **Location:** 3201 Elkins Road (Council District 2)
- **Business Name:** The Venue at Live Oak (existing Special Event Venue)
- **Reason for Request:** To expand the existing serviceable area for the sale and on-premises consumption of alcohol

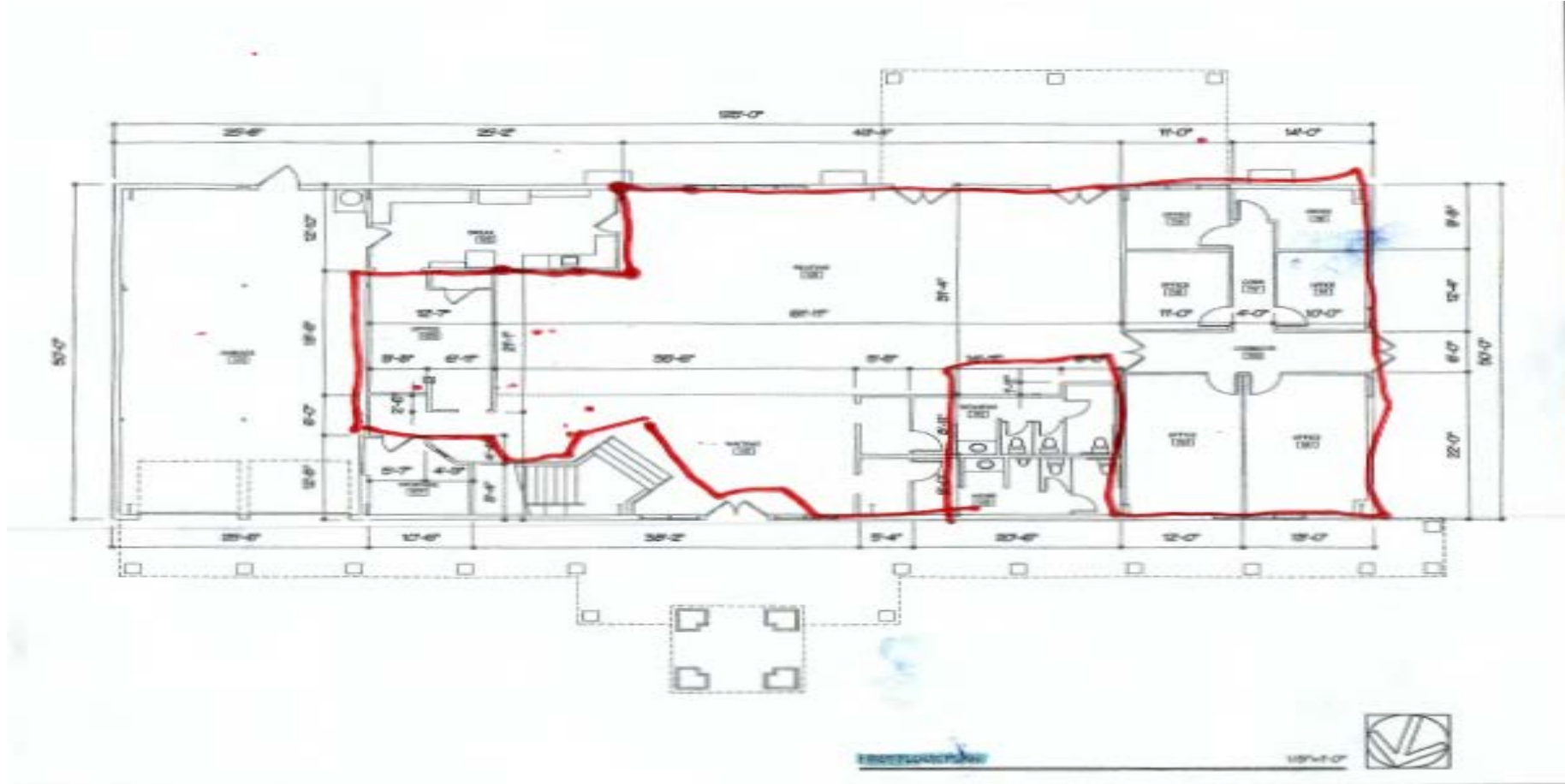


DETAILS OF REQUEST

- **Property Use:** Existing Special Event Venue
- **Area of Business:** 62,234 SF
- **Serviceable Area:** 57,549 SF
- **Hours of Operation and Proposed Hours of Alcohol Service:**
 - Sun–Thu: 10 a.m. to 12 a.m.
 - Fri–Sat: 10 a.m. to 2 a.m.



CONTINUED FLOOR PLAN

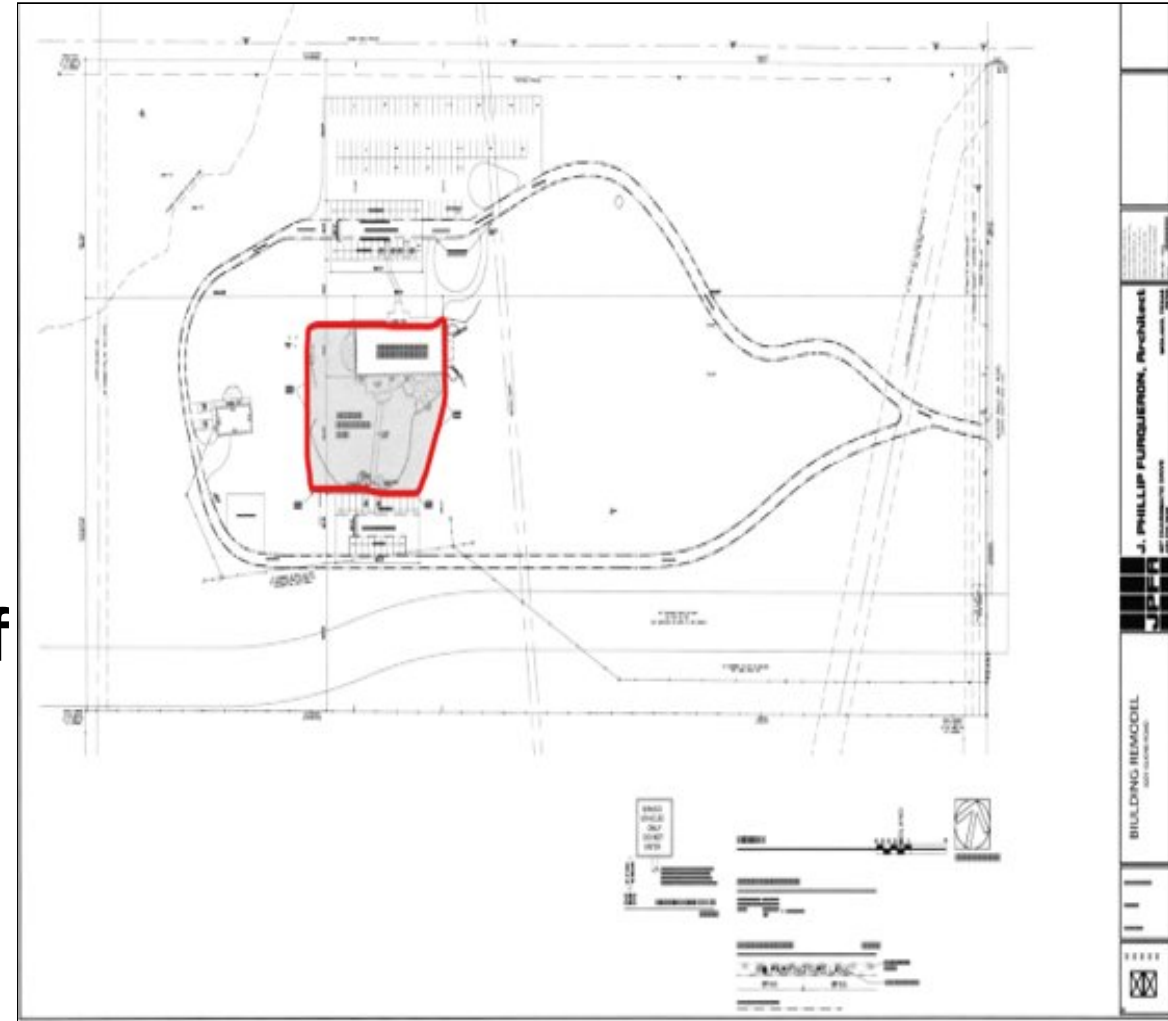


CONTINUED FLOOR PLAN



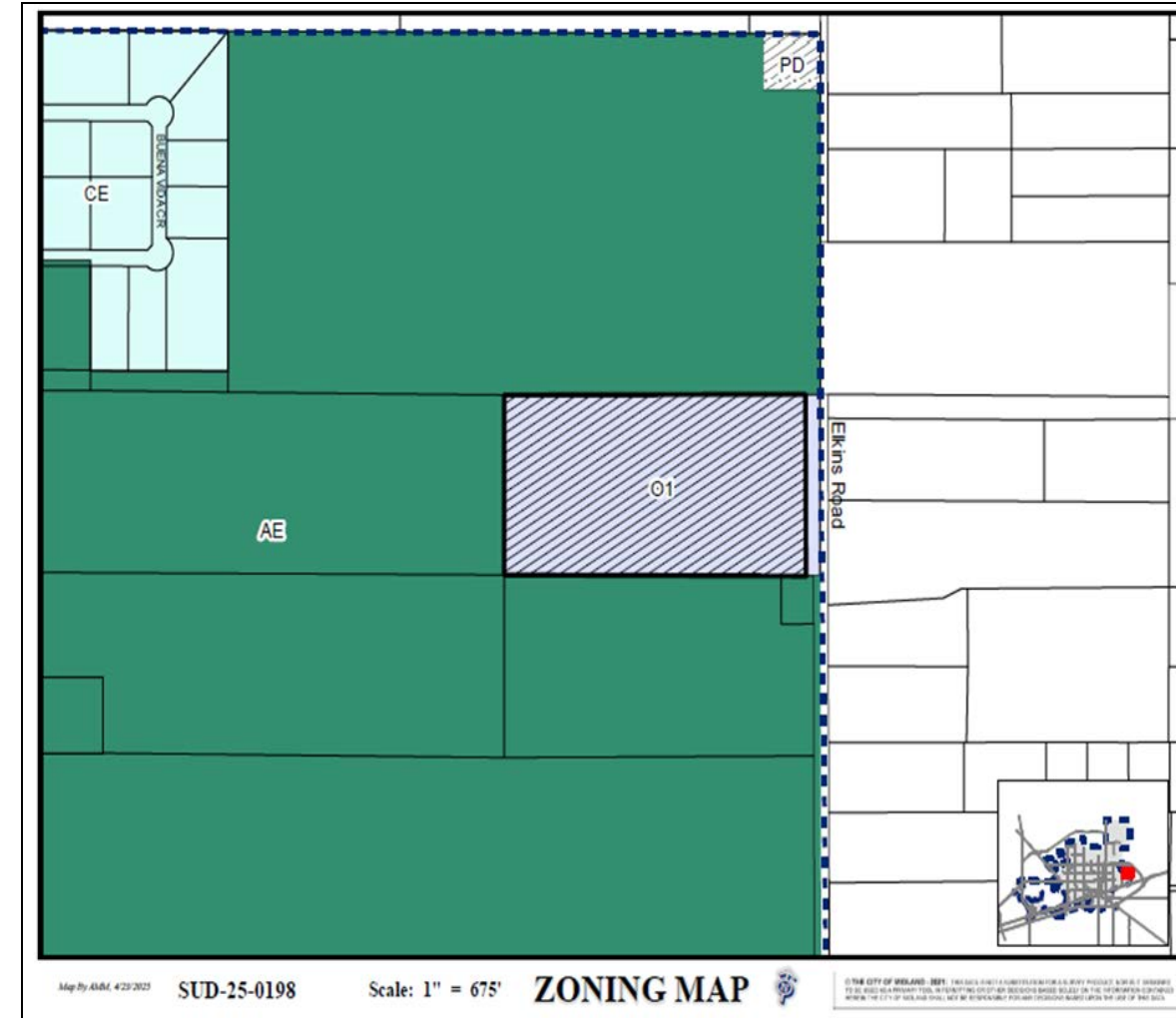
EXISTING SUD

- **Approved:** January 24 2023; and subsequently renewed
- **Expires:** January 24, 2027
- **Area of Business:** 33,234 SF
- **Serviceable Area:** 33,234 SF
- **Hours of Operation and Sales of Alcohol:**
 - Sun-Thu: 10 a.m. to 12 a.m.
 - Fri-Sat: 10 a.m. to 2 a.m.
- Holds an **existing TABC license**



ZONING

- **Current Zoning:** O1, Office District
- **Surrounding Zoning:**
 - **North, South, and West:** AE, Agricultural Estates District
 - **East:** ETJ
- The sale and on-premises consumption of alcohol with an SUD is **permitted** in O1



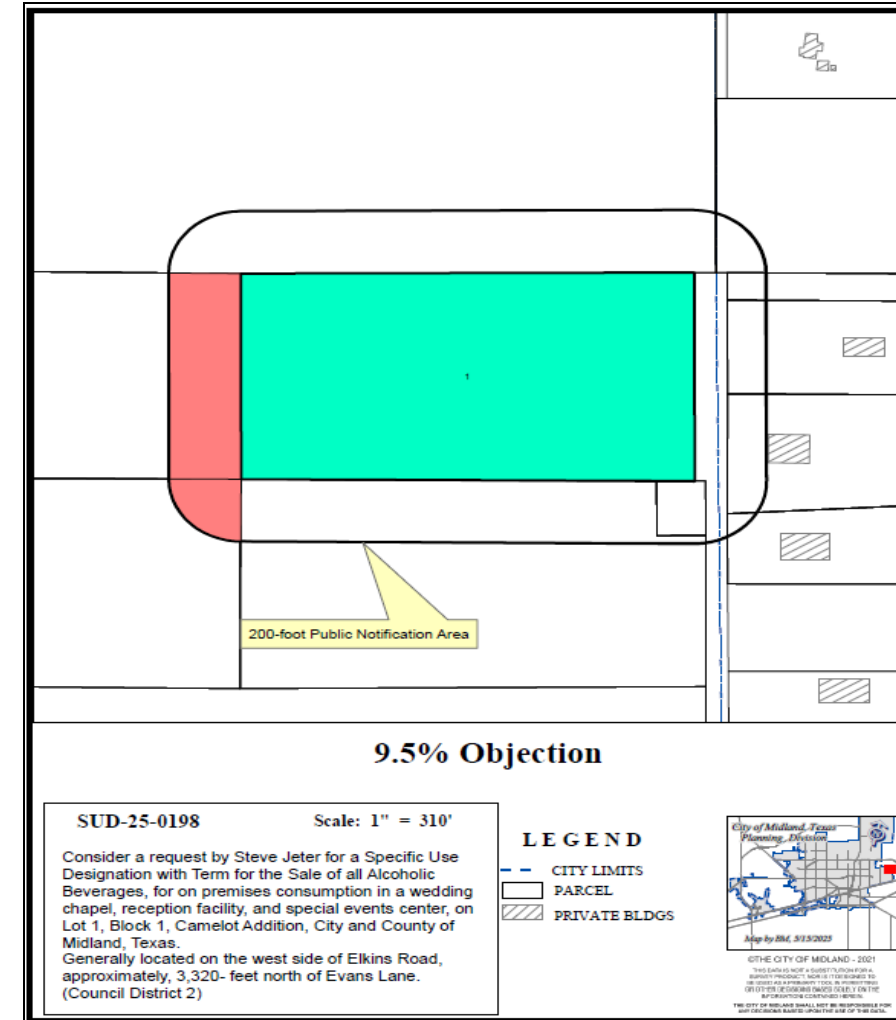
LAND USE

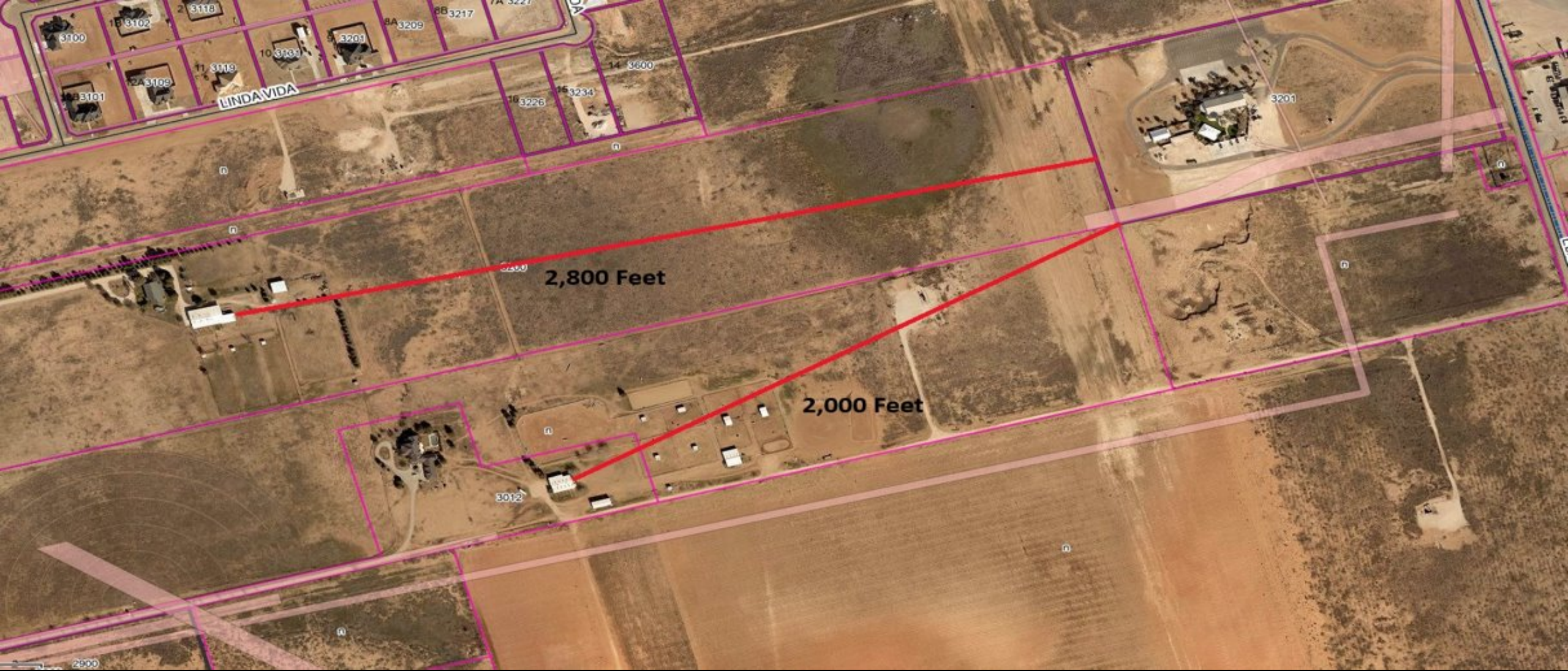
- **Current Use:** Special Events Center
- **Surrounding Uses:**
 - **North & South:** Vacant Lots
 - **East:** Industrial Operation (ETJ)
 - **West:** Residential



OBJECTIONS

- Notices sent to properties within 200 feet of the subject property
 - Two objections have been received from within the 200-foot buffer
 - Objection percentage is 9.5%; a supermajority vote is **not required**
- Primary concerns raised include:
 - Noise and loud music
 - Traffic on Elkins





Distance from nearby residences

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 27, 2026
To: City Council
From: Stephanie Delgado, Economic Development Program Manager
Subject: REVIEW RESOLUTION NO. 2025-095, WHICH AUTHORIZED THE TEMPORARY USE OF LAND FOR OUTDOOR MUSIC ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 635 FEET NORTH OF EAST COUNTY ROAD 72) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS. THE CITY COUNCIL MAY TAKE ACTION TO DIRECT CITY STAFF TO BEGIN THE PROCESS TO AMEND THE CONDITIONS AND RESTRICTIONS OF THE RESOLUTION OR TO REVOKE THE TEMPORARY USE PERMITTED BY THE RESOLUTION

Purpose:

This item is to review Resolution 2025-095 which granted a Temporary Land Use Permit for Outdoor Music.

Recommended Action:

Informational/Directional

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Per condition M of the approved resolution, City Council must conduct a review within 6 months of the date that the TLU was approved and "consider factors including, but not limited to, (1) whether the conditions and restrictions of this resolution have been satisfied and (2) the volume and types of incidents reported to have occurred on the Property. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of this resolution or to revoke the temporary use permitted by this resolution."

Per condition D, "the sound volume on the Property, as measured at any property line of the Property, shall not exceed 85 decibels." The applicant has provided documentation showing decibel levels for the two days for which incidents were reported on showing that the decibel levels were below 85 decibels.

Per condition G, "the Applicant shall provide a minimum of one peace officer during all operating hours of the Events." The applicant has provided a letter from the Midland County Sheriff's Office which states that the Sheriff's Office has been providing officers for each event at the venue.

Lastly, regarding the incidents reported for the property, only two incidents were reported for the past 6 months. Both incidents were calls about loud music. One of them was reported in October with the other being in December.

Attachments:

- A. TLU-25-0234, COMBINED FILES
- B. CC - Live Oak TLU 6 - Month Review
- C. Support Letters
- D. Neighbor Letters

Stephanie Mata, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/16/2026
Approved - 1/16/2026
Approved - 1/16/2026
Approved - 1/20/2026
Approved - 1/21/2026
Final Approval - 1/21/2026



Temporary Land Use Application

Project Number: _____

Case Number: _____

Event Name: Outdoor Private Event

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Steve JeterPhone (432) 413-1501Email Steve@liveoak.eventsAddress 4009 ECR 43City MidlandState TXZip 79705

Property Owner

Printed Name: 3201 Properties, LLCPhone (432) 413-1501Email Steve@liveoak.eventsAddress P.O. Box 7307City MidlandState TXZip 79708

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone () _____

Email _____

Address _____

City _____

State _____

Zip _____

Street Address: 3201 Elkins Road

Legal Description

Lot: 1 Block: 1 Subdivision: CamelotCurrent Zoning: Office1Type of Temporary Use Requested: Outdoor Private EventDescription of Event: private parties with live musicDuration of Temporary Use: one day per event 5pm-12am

If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: Thursday, Friday, Saturday 5pm-12am-August 2025-
August 2026Will alcoholic beverages be sold? ☒ Yes ☐ No

If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☐ Yes ☒ No

If yes, you must:

- Complete the "Special Event and Street Closure Application", available from the Planning Division (4th Floor, City Hall), as well as submit a "Traffic Control Plan" to the Transportation Division (5th Floor, City Hall).
- Provide the City with a **general liability insurance certificate**, naming the City as an **Additional Insured**, in the amount of one million dollars (\$1,000,000) for the term of the closure.

Number of Peace Offices Provided: <u>1-4 per event</u>			
Contact the Midland Police Department to schedule off-duty police officers.			
Type of Music (carnival, live, etc.):			
Showmobile (portable stage) Requested: ☐ Yes ☒ No		Days & Hours:	
Number of Restroom Fixtures Provided:	<i>Men</i>	Toilets/Urinals: <u>7 / 5</u>	Bathroom Sinks: <u>5</u>
	<i>Women</i>	Toilets: <u>10</u>	Bathroom Sinks: <u>5</u>
	<i>Unisex</i>	Toilets:	Bathroom Sinks:

Submittal and Fees	
Items to be submitted with this application form:	
• Application Fee – Payable to the 'City of Midland' • Damage Deposit • Clean-Up Deposit • 1 FOLDED Copy of Site Plan* • Digital Copies of Site Plan (PDF/JPEG)	
<i>*Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.</i>	

Signatures	
Applicant (signature): <u>Steve Jeter</u>	Date: <u>7/7/25</u>
Applicant (printed): <u>Steve Jeter</u>	
Property Owner (signature): <u>Steve Jeter</u>	Date: <u>7/7/25</u>
Property Owner (printed): <u>Steve Jeter</u>	
Representative (signature):	Date:
Representative (printed) : _____	
<i>The Temporary Land Use Permit shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i>	
<i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

****Application will not be considered for scheduling until reviewed by a planner.****

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally 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

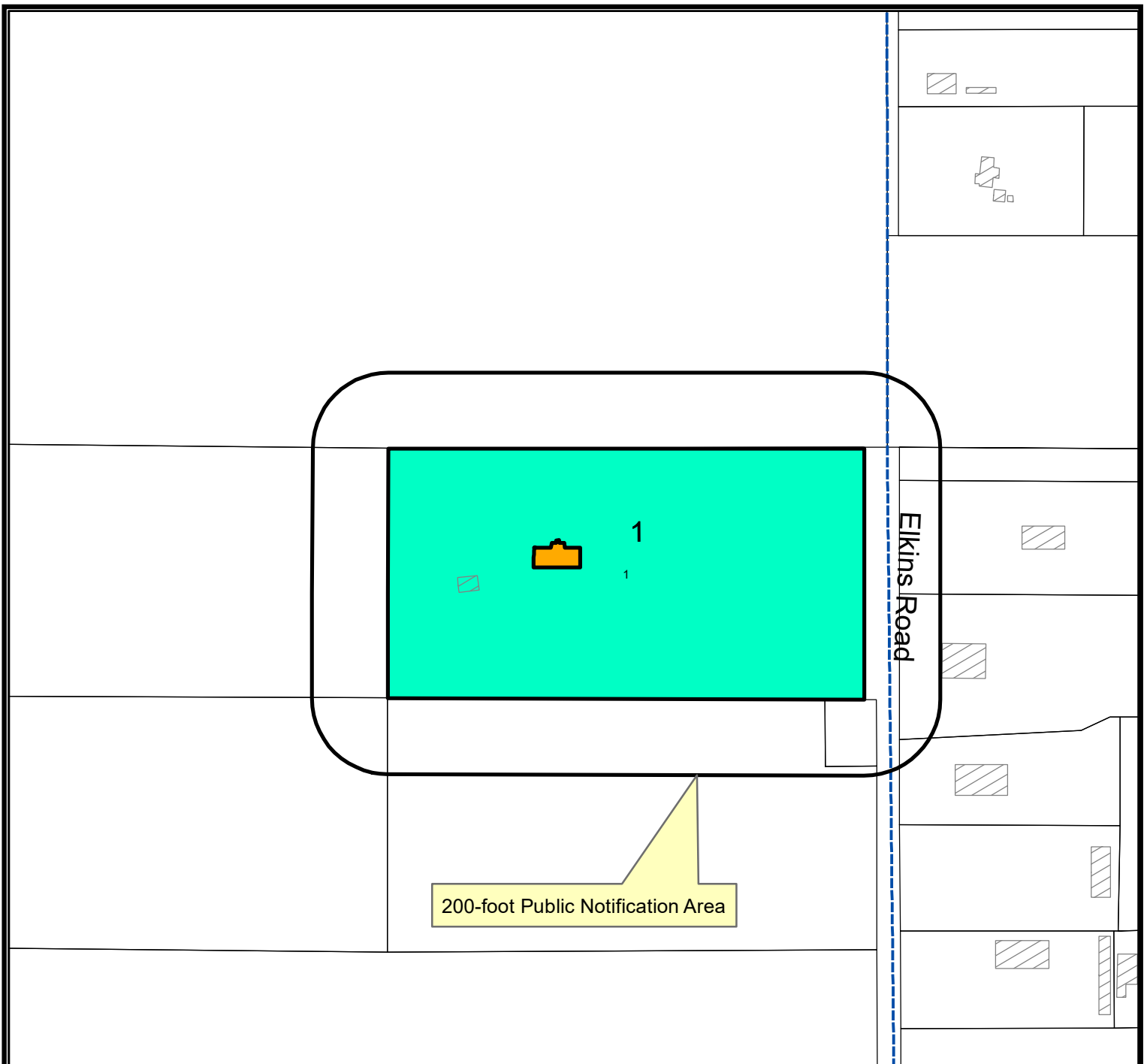
FOR OFFICE USE ONLY

- | | |
|---|--|
| ☐ Property Owner Authorization | ☐ Liability Insurance (Street Closure) |
| ☐ Dimensioned Site Plan | ☐ Traffic Control Plan (Street Closure) |
| ☐ Plans in Digital Format (PDF/JPEG) | ☐ Clean-Up Deposit |
| ☐ Application Fee | Check # _____ |
| Check # _____ | ☐ Damage Deposit |
| ☐ Administrative Approval | Check # _____ |

Received By:

Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

TLU-25-0234

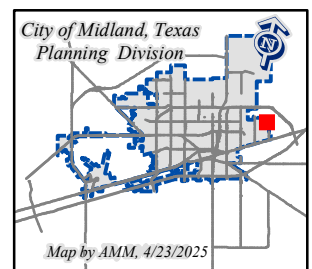
Scale: 1" = 200'

Consider a request by Steve Jeter for a Temporary Land Use Permit for Outdoor Concerts on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

Generally located on the west side of Elkins Road, approximately 635 feet north of East County Road 72. (Council District 2)

LEGEND

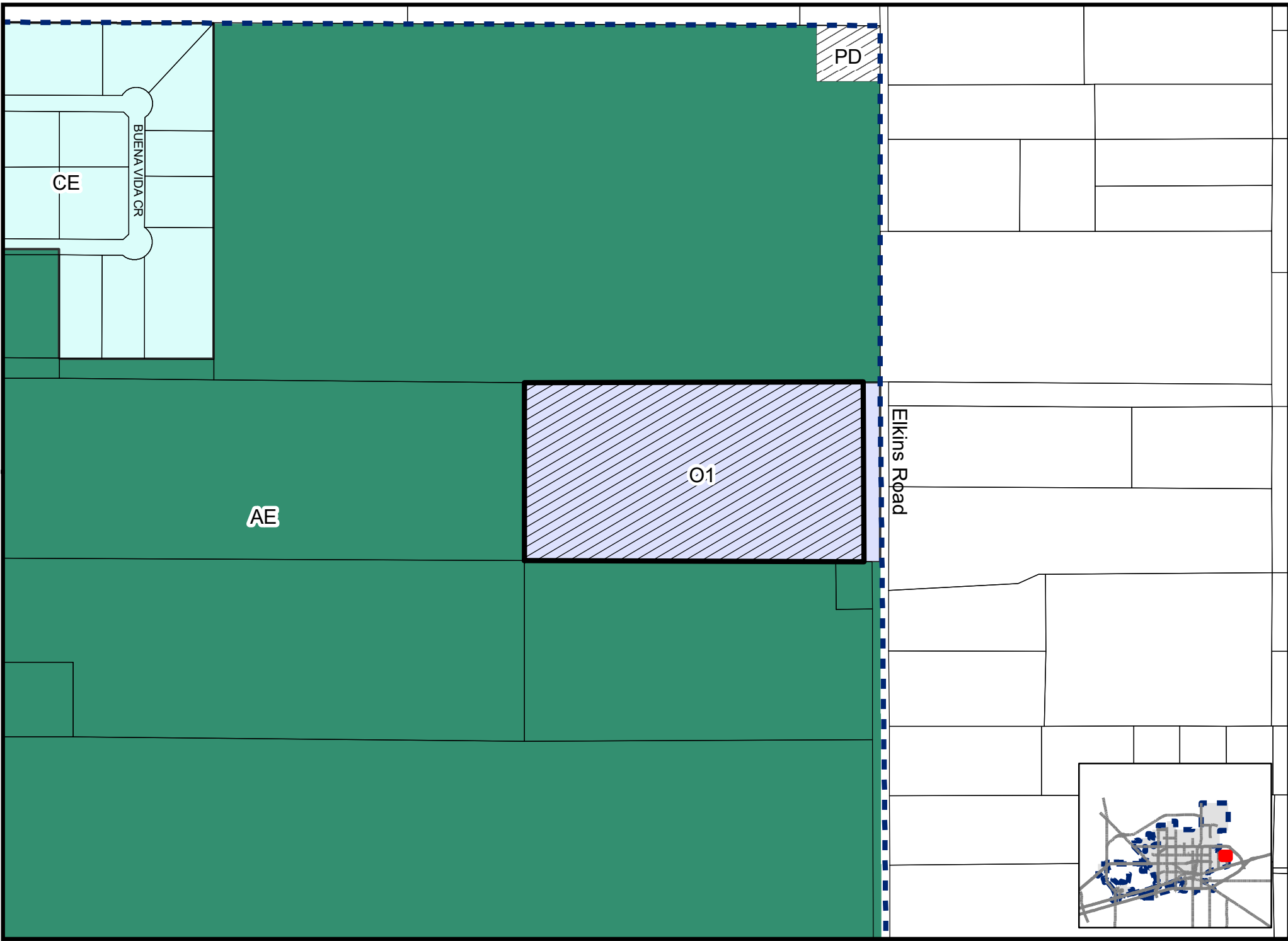
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

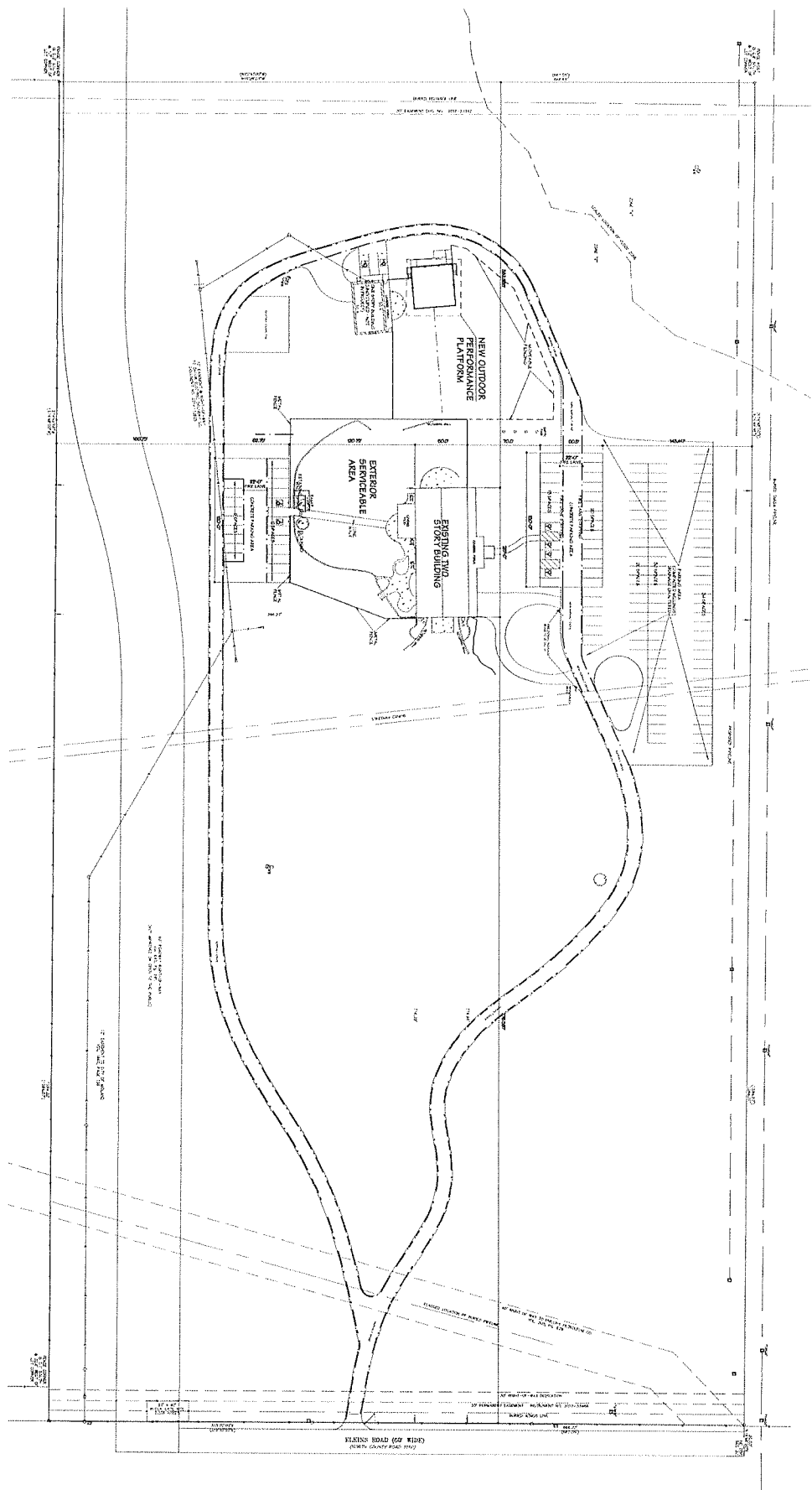


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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





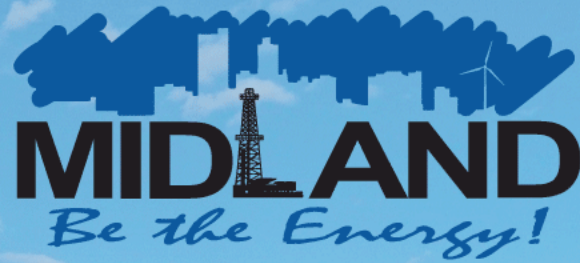
SITE PLAN

PARKING CALCULATIONS

EXISTING LOT	4,200 SQ FT
NEW LOT	2,000 SQ FT
TOTAL LOT AREA	6,200 SQ FT
EXISTING LOT	1,000 SQ FT
NEW LOT	1,000 SQ FT
TOTAL LOT AREA	2,000 SQ FT
EXISTING LOT	1,000 SQ FT
NEW LOT	1,000 SQ FT
TOTAL LOT AREA	2,000 SQ FT







ITEM

TEMPORARY LAND USE THE VENUE AT LIVE OAK



Visit Our Website

MIDLANDTEXAS.GOV

ITEM HISTORY

- **SUD approved (July 22, 2025):** Allowing the use of Outdoor Music on the property from August 1, 2025, and end on July 31, 2026.
- Conditions included:
 - That the days and hours of operation of the Events shall be limited to the Thursdays, Fridays, and Saturdays from 5: 00 p.m. to 12: 00 a. m. (midnight).
 - That the sound volume on the Property, as measured at any property line of the Property, shall not exceed 85 decibels.



ITEM HISTORY

- That the Applicant shall provide a minimum of one peace officer during all operating hours of the Events.



THE 7-MONTH REVIEW

- Per the approved ordinance, Council must now conduct another review and consider whether or not to direct staff to begin the process of amending or revoking the TLU.
- If Council directs staff do to either, it will require another public hearing.
- If Council takes no action, the TLU will continue with its term and expire on July 31, 2026.



THE 7-MONTH REVIEW

- The applicant has provided documentation showing that the peace officers have been provided for each event.
- The applicant has provided decibel record showing that the sound from the property has not exceeded 85 decibels.
- Only two incidences have been reported during the past six months. Five incidents were reported from January through June.



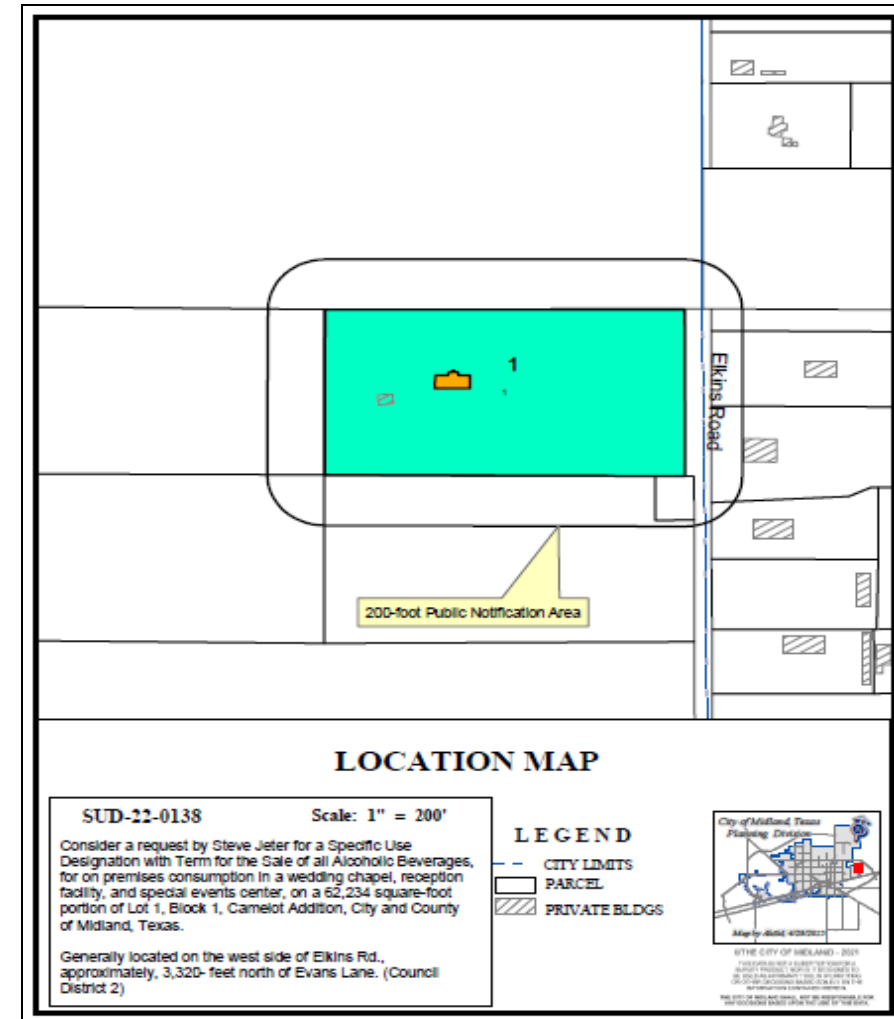
MISSION

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



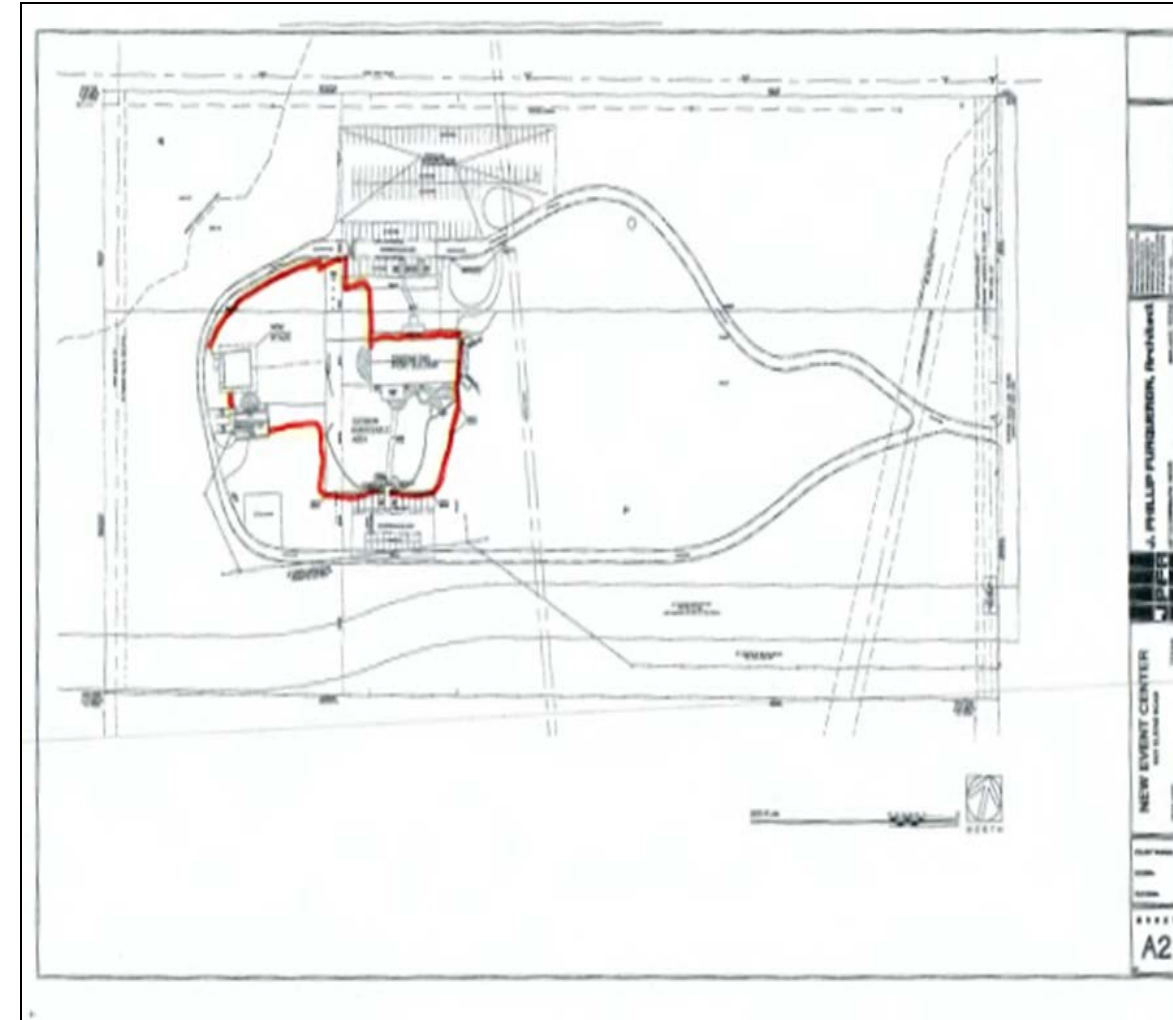
APPLICATION SUMMARY

- **Applicant/Property Owner:** Steve Jeter
- **Location:** 3201 Elkins Road (Council District 2)
- **Reason for Request:** For the use of outdoor music

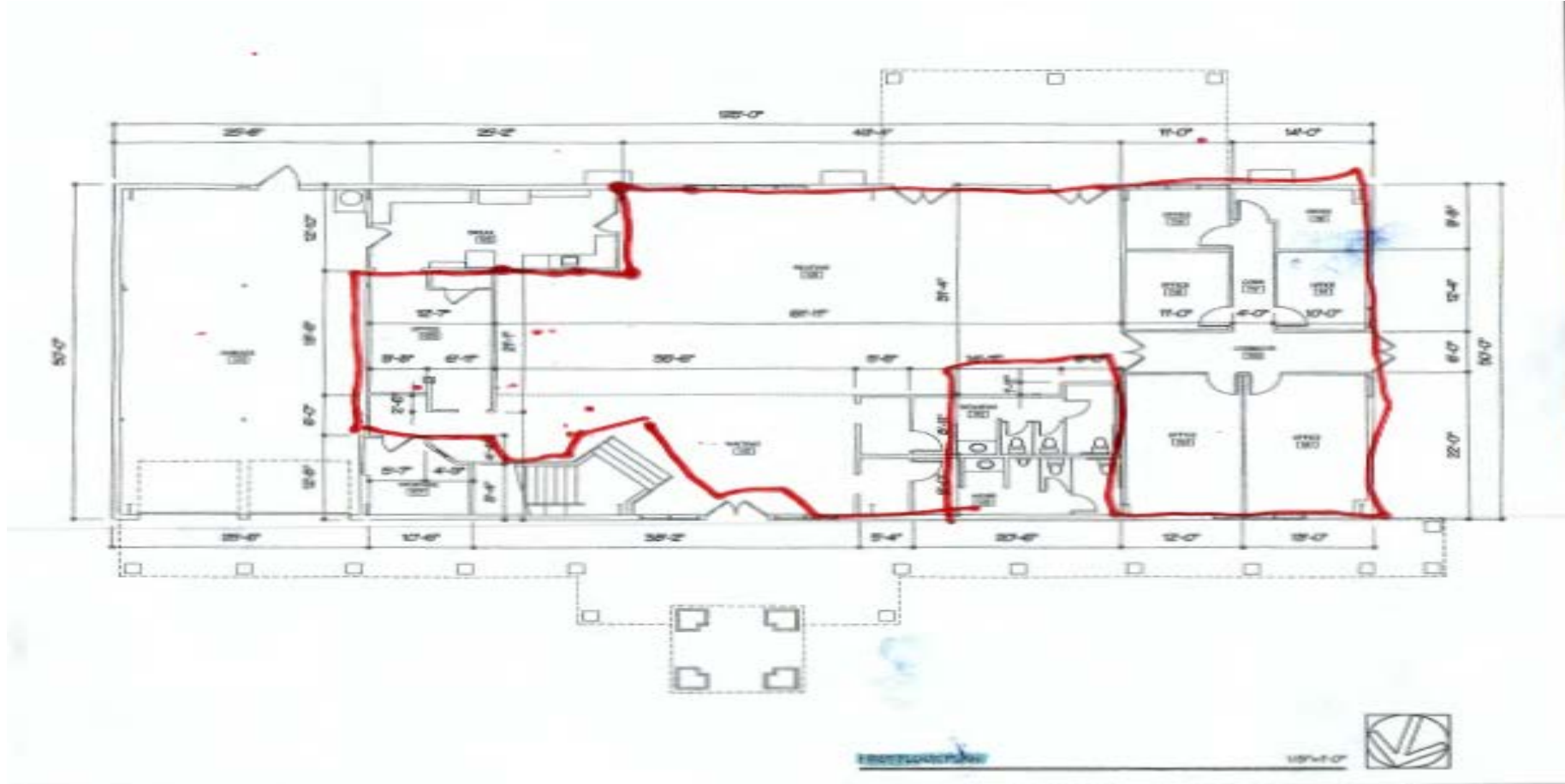


DETAILS OF REQUEST

- For Existing Event Venue
- **Area of Business:** 62,234 SF
- **Serviceable Area:** 57,549SF
- **Hours of Operation/Sales of Alcohol:** Sunday to Thursday from 10 a.m. to 12 a.m. Friday and Saturday from 10 a.m. to 2 a.m.



CONTINUED FLOOR PLAN

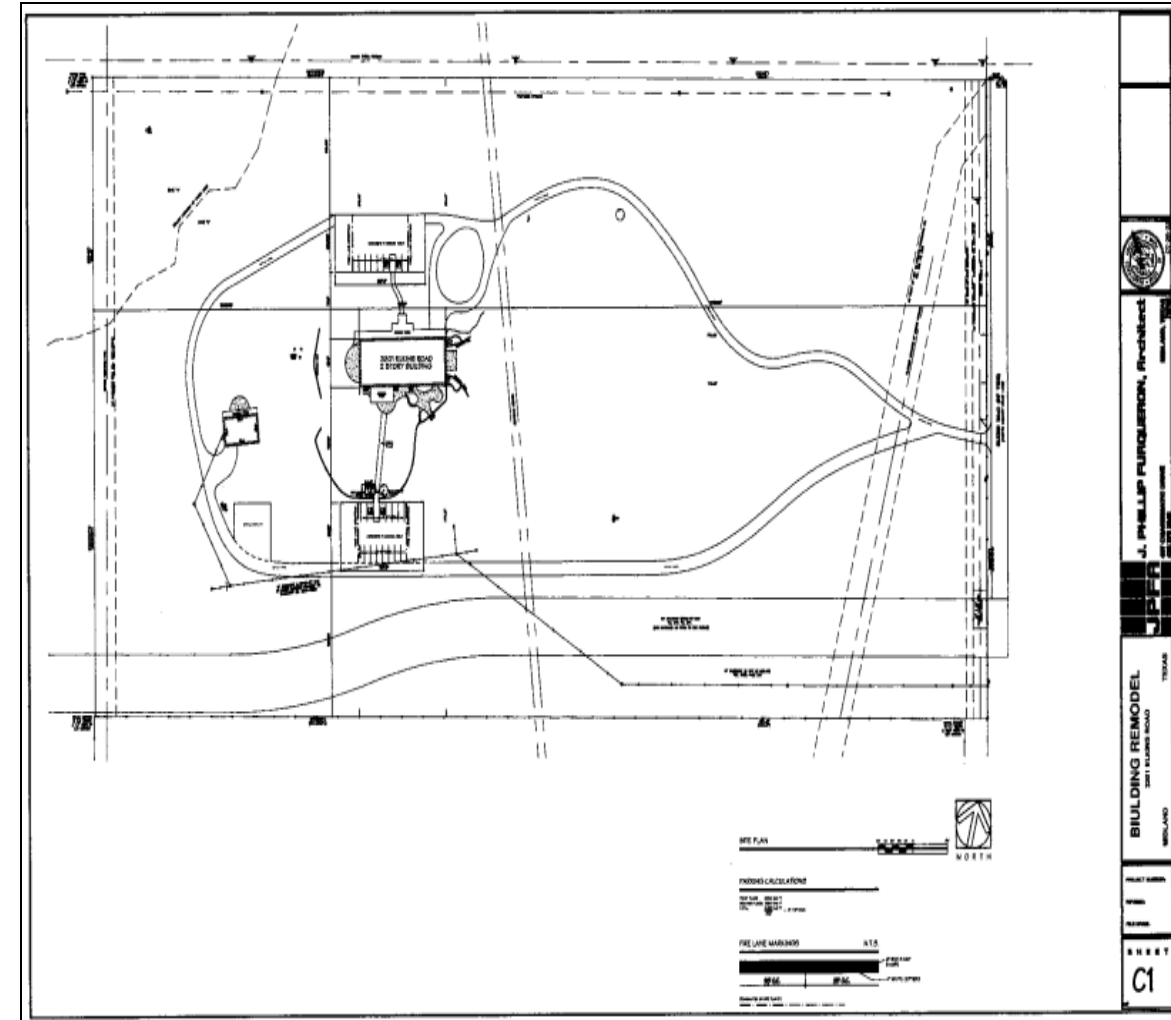


CONTINUED FLOOR PLAN



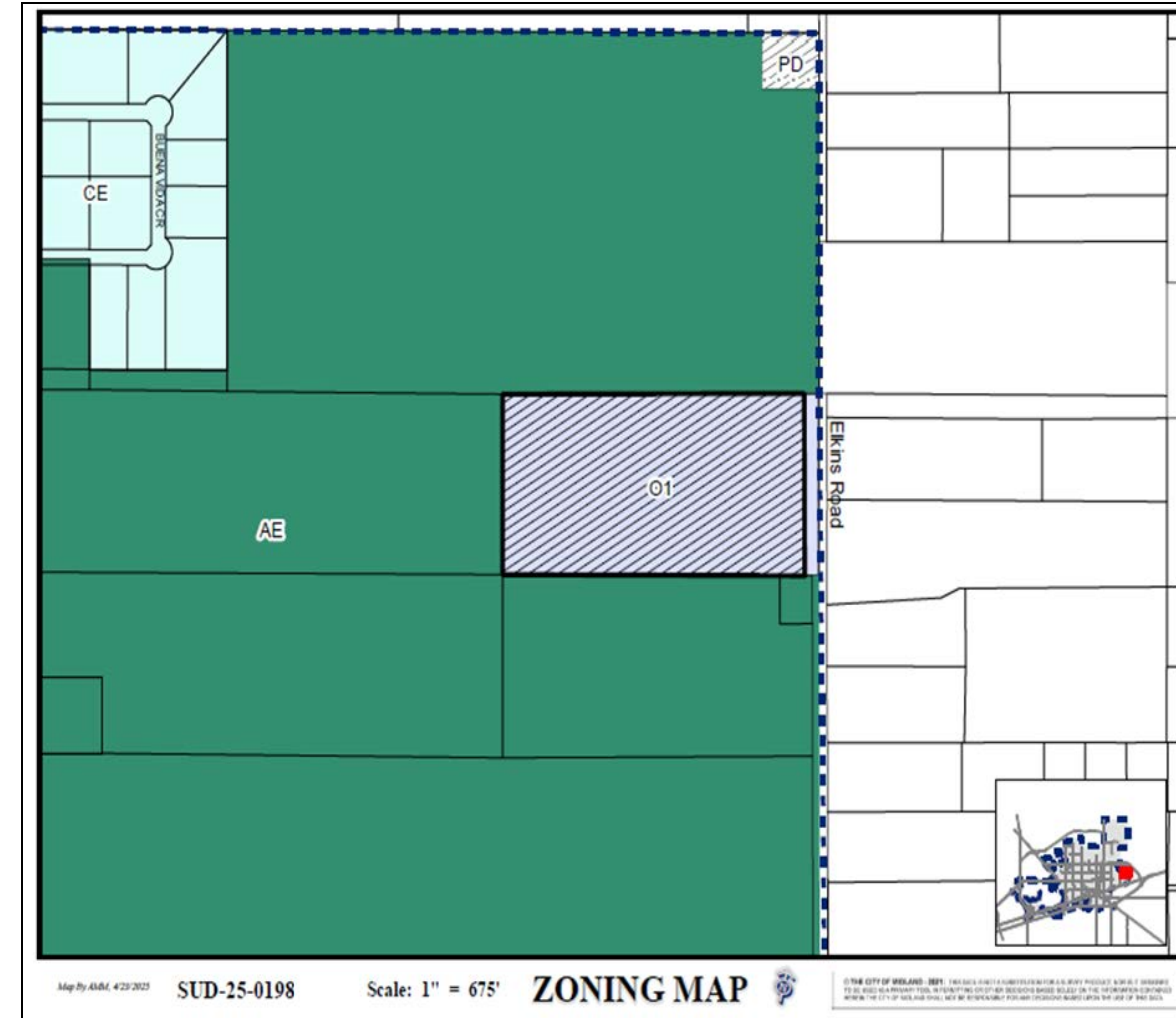
EXISTING SUD

- Approved on January 24, 2023
- Expires on January 24, 2027
- **Area of Business:** 33,234 SF
- **Serviceable Area:** 33,234 SF
- **Hours of Operation/Sales of Alcohol:** Sunday to Thursday from 10 a.m. to 12 a.m. Friday and Saturday from 10 a.m. to 2 a.m.
- Existing TABC



ZONING

- **Current Zoning:** O1, Office District
- **Surrounding Zoning:**
 - **North, West, South and East:** AE, Agricultural Estates District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** Event Venue
- **Surrounding Uses:**
 - **North, East and South:** Vacant Lots
 - **West:** Residential



DEFINITION

- Wedding Chapel, Reception Facility, Special Events Center:**
 A building, facility, room, or portion thereof, which is rented, leased or otherwise made available to any person or group for a private event function, that is not open to the general public, whether or not a fee is charged

Row Number	Uses		O-1, Office District
	Legend for Use Chart		
	P	Use is permitted in district indicated	
		Use is prohibited in district indicated	
	S	Use is permitted in district upon approval of a <u>Specific Use Designation (9.07)</u> and <u>4.04 Additional Development Standards</u> may apply	
	#	Use is permitted if the use complies with <u>4.04 Additional Development Standards</u> as indicated by the corresponding numeric end note	
	\$	Reference to <u>6.02 Off-Street Parking and Loading Requirements</u>	
193	Transit Center		
194	Truck Sales, Heavy Trucks		
195	Urethane and Other Foam Product (except Polystyrene) Manufacturing		
196	Utility Distribution/Transmission Line		P
197	Vacation Travel Trailer Park		
198	Veterinarian Clinic		S
199	Warehouse		
200	Wedding Chapel, Reception Facility, Special Events Center		P
201	Weight Loss Center		
202	Wildlife Rehabilitation Center		
203	Winery		
204	Wireless Communication Systems		S-20
205	Wrecking or Auto Salvage Yard		
206	Wholesale Center		
207	Wood Window and Door Manufacturing		
208	Woodworking and Planing Mill		

§ 6-6-13. Noise as nuisance.

- (a) Any unreasonably loud, disturbing, raucous, or unnecessary noise that causes distress, discomfort, or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is hereby prohibited.
- (b) Any noise of such a character, intensity and continued duration that interferes with the comfortable enjoyment of a private residence by people of ordinary sensibilities is hereby declared to be a nuisance.
- (c) A minimum decibel level shall not be required to be in violation of this ordinance.
(Ordinance 8128, sec. 2, adopted 19/24/2002)

Noise Ordinance





On Elkins Road, Looking West

16



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*.



CURRENT CONDITIONS

- A. That the term of the authorization granted by this resolution shall begin on August 1, 2025, and end on July 31, 2026.
- B. That the days and hours of operation of the Events shall be limited to the Thursdays, Fridays, and Saturdays from 5:00 p.m. to 12:00 a. m. (midnight).
- C. That the operation of the Events shall conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes.



CURRENT CONDITIONS

- D. That the sound volume on the Property, as measured at any property line of the Property, shall not exceed 85 decibels.
- E. That the sale and on- premises consumption of alcoholic beverages shall be allowed during all operating hours of the Events in compliance with state and local laws. Additionally, if an ordinance granting a Specific Use Designation with Term for the sale of alcoholic beverages for on- premises consumption is in effect for the Property, then the sale and on- premises consumption of alcoholic beverages shall be done in compliance with such ordinance.



CURRENT CONDITIONS

- F. That the Applicant shall provide restroom facilities that include a minimum of seven men' s toilets, five urinals, and 10 women' s toilets, all of which shall be made available for use during all operating hours of the Events. The restroom facilities shall be maintained in a reasonable manner and shall be easily located by attendees of the Events.
- G. That the Applicant shall provide a minimum of one peace officer during all operating hours of the Events.



CURRENT CONDITIONS

- H. That to the extent that tents, canopies, or booths will be used during the operating hours of the Events, each such tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tiedowns or anchors that will resist the local estimated wind load.
- I. That the Events shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Events.



CURRENT CONDITIONS

- J. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean- up plan prior to operation of the Events.
- K. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Events.
- L. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.



CURRENT CONDITIONS

M. That the temporary use permitted herein will be reviewed by the City Council within six months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this resolution have been satisfied and (2) the volume and types of incidents reported to have occurred on the Property. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of this resolution or to revoke the temporary use permitted by this resolution.



MISSION

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



Friday, December 19, 2025



The Venue at Live Oak & Live Oak Events Support Letter

Friends, we need your help! Please fill out the form to support our community.

Dear Friends, Neighbors, and Valued Guests,

As you may have read in the Midland Reporter-Telegram, The Venue at Live Oak and Live Oak Events is facing challenges regarding proposed restrictions to our operating hours. These proposals stem from concerns about noise and traffic, which we believe are based on misleading feedback and inaccurate information.

From the beginning, we have worked diligently to do things the right way. We have secured the required permits and strived to consistently operate in full compliance with city regulations. Now, as we await the city's final decision, we need your help more than ever.

Your story matters—your support matters.

For years, The Venue at Live Oak has been a place where memories are made—live music under the stars, unforgettable weddings, milestone celebrations, quinceañeras, corporate events, and community gatherings that bring Midland together. If you have ever shared a special moment here, we invite you to let the city know what this venue means to you.

By adding your signature and, if you wish, a short note about your experience, you will help us show that Live Oak Events is more than just a venue. It's a vital part of Midland's culture, joy, and community spirit.

Please sign today and share your story. Together, we can keep music, celebration, and community alive at Live Oak.

With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Shelby Welch

Signature

Email Address

friendshiphousemidland@gmail.com

Reason for Supporting

I am the Executive Director for Friendship House in Midland TX, a nonprofit for special needs adults. Live Oak Events has provide us with an affordable venue to host our biggest fundraiser that we have each year and we couldn't do it without them! It's an amazing place and they support non-profits better than most!

Additional Comments

I have also attended other events and there isn't a better venue in town.

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Danny Perez

Signature

Email Address

dsperez.2402@gmail.com

Reason for Supporting

Amazing venue and even more amazing people that run it!

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Bobbi Jo Crain

Signature

Email Address

bobbijo@cascadeservicesllc.com

Reason for Supporting

This venue is an absolutely wonderful venue. Midland does not have many to offer. I truly feel if tailgate can operate with the same purposes and businesses and residences are very close. Why would this business be any different? I feel live oak offers proper security and handles everything in a professional manner.

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Kelle Underhill

Signature

Email Address

kelleunderhill@gmail.com

Reason for Supporting

Everyone at The Venue at Live Oak have been nothing but amazing. I have been there as a client, but also as a patron, and they hold themselves to the highest standards!

In our walkthrough for our event, Carol was very forthcoming about all rules and regulations regarding the city and made sure we knew exactly what was expected of us regarding traffic, city ordinances, and sound disturbances.

They have worked very hard to bring a beautiful event center to our city that is unique and wonderful. We have planned to host our annual fundraiser at this location every year going forward.

This event center is a vital part of Midland's community. From live music to weddings, fundraisers and more... it has provided our city with a stunning location that supports so many. We need it!!

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Ashli Groening

Signature

Email Address

agroening52@hotmail.com

Reason for Supporting

Great venue, great people, beautiful and memorable location.

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The Venue at Live Oak & Live Oak Events

Supporter's Name

Tatiana Pacheco

Signature

Email Address

tatianapacheco49@gmail.com

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Supporter's Name

Olga Hernandez

Signature

Email Address

holga1003@gmail.com

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Friday, December 19, 2025



The Venue at Live Oak & Live Oak Events Support Letter

Friends, we need your help! Please fill out the form to support our community.

Dear Friends, Neighbors, and Valued Guests,

As you may have read in the Midland Reporter-Telegram, The Venue at Live Oak and Live Oak Events is facing challenges regarding proposed restrictions to our operating hours. These proposals stem from concerns about noise and traffic, which we believe are based on misleading feedback and inaccurate information.

From the beginning, we have worked diligently to do things the right way. We have secured the required permits and strived to consistently operate in full compliance with city regulations. Now, as we await the city's final decision, we need your help more than ever.

Your story matters—your support matters.

For years, The Venue at Live Oak has been a place where memories are made—live music under the stars, unforgettable weddings, milestone celebrations, quinceañeras, corporate events, and community gatherings that bring Midland together. If you have ever shared a special moment here, we invite you to let the city know what this venue means to you.

By adding your signature and, if you wish, a short note about your experience, you will help us show that Live Oak Events is more than just a venue. It's a vital part of Midland's culture, joy, and community spirit.

Please sign today and share your story. Together, we can keep music, celebration, and community alive at Live Oak.

With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Savannah DeRuiter

Signature

Email Address

sntodd17@yahoo.com

Reason for Supporting

I had my wedding at The Venue at Live Oak and it was the perfect place. The staff was so helpful and kind. They made sure that we were fully informed about noise levels and being considerate of the residence nearby. This was communicated to our DJ as well in a great way. They were clear about all of their permits and rules, which we were happy to abide by and make known to other people in attendance as well. The Venue at Live Oak is an amazing venue in Midland and I would recommend it to anyone.

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Saturday, December 20, 2025



The Venue at Live Oak & Live Oak Events Support Letter

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Melanie Shackelford

Signature

Email Address

melanieshack07@gmail.com

Reason for Supporting

The Venue at Live Oak is thoughtfully designed, impeccably maintained, and truly stands out for its charm and versatility. This space has quickly become a valued and much-needed asset to our community, offering a beautiful, welcoming setting for a wide variety of events. Whether hosting celebrations, community gatherings, or special events, the space provides an elevated experience that reflects both quality and care.

Additional Comments

I have personally attended events at The Venue at Live Oak, including a birthday celebration and my Merry Mahj fundraising event. Both experiences were exceptional. The space is beautiful and welcoming, and the owner was attentive and easy to work with. It is truly a wonderful venue for both private celebrations and community events.

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Saturday, December 20, 2025



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Please sign today and share your story. Together, we can keep music, celebration, and community alive at Live Oak.

With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Elisa Aguilar

Signature

Email Address

elisaaguilar81@hotmail.com

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the

best of your knowledge. Please provide relevant and accurate information to support the cause.

Monday, December 22, 2025



The Venue at Live Oak & Live Oak Events Support Letter

Friends, we need your help! Please fill out the form to support our community.

Dear Friends, Neighbors, and Valued Guests,

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Please sign today and share your story. Together, we can keep music, celebration, and community alive at Live Oak.

With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Denise Hernandez

Signature

Email Address

denise.hern0515@gmail.com

Reason for Supporting

Restricting Live Oak's operating hours would significantly impact local businesses and community events. The concerns about noise and traffic are unfounded, as Live Oak is located in a remote area with minimal residential or commercial presence nearby, has proper lighting, and faces no traffic limitations. With very few large venues available in the region, Live Oak fills a critical gap for companies seeking affordable, spacious options for meetings and events. This year alone, finding an available venue at a reasonable cost was a major challenge, and Live Oak was the only viable option due to high demand and pricing at other locations. Limiting its operations would reduce choices for businesses and hinder economic activity in the area.

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Monday, December 22, 2025



The Venue at Live Oak & Live Oak Events Support Letter

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Please sign today and share your story. Together, we can keep music, celebration, and community alive at Live Oak.

With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Ben Jirasek

Signature

Email Address

bjirasek@mako-lift.com

Reason for Supporting

Great local venue for corporate and social events with excellent management

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Tuesday, December 23, 2025



The Venue at Live Oak & Live Oak Events Support Letter

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Michelle Alvarez

Signature

Email Address

alvarez07@juno.com

Reason for Supporting

This place has brought to Midland a place that brings entertainment for Midlanders to go instead of going out of town for entertainment.

My children also had their wedding held here.

Lets not take away or limit the Venus classy area for live music

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Tuesday, December 23, 2025



The Venue at Live Oak & Live Oak Events Support Letter

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Katie Jirasek

Signature

Email Address

katie.mcbryde@gmail.com

Reason for Supporting

Great venue

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Tuesday, December 23, 2025



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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Katie Jirasek

Signature

Email Address

katie.mcbryde@gmail.com

Reason for Supporting

Great venue

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Saturday, December 27, 2025



The Venue at Live Oak & Live Oak Events Support Letter

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Dear Friends, Neighbors, and Valued Guests,

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Susana Dominguez

Signature

Email Address

elliedominguez1989@gmail.com

Reason for Supporting

We had our daughter's quinceañera here and it was such a beautiful evening. Venues like this don't exist in our parts. That's what made my daughter fall in love with it. The outside tent with the lights is just magical! Dancing under the stars with our friends and family created memories of a lifetime. And we are eternally grateful for that! All of our friends and family really loved the venue for its unique experience. Because of this I fully support The Venue at Live Oak.

Additional Comments

As mentioned above, a venue like this is not common here in our area. Most venues are barn like or just a huge metal shed. This venue gives us the option to have our event in an outdoor/indoor venue that has character and elegance. Also, the outdoor pavilion will provide entertainment to a city that constantly says "There is nothing to do in Midland." With that pavilion they will be able to bring in music performs just as other venues do. Not to mention those venues are in the city as well and just as close to or even closer to residential areas than Live Oak is.

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Friday, January 2, 2026



The Venue at Live Oak & Live Oak Events Support Letter

Friends, we need your help! Please fill out the form to support our community.

Dear Friends, Neighbors, and Valued Guests,

As you may have read in the Midland Reporter-Telegram, The Venue at Live Oak and Live Oak Events is facing challenges regarding proposed restrictions to our operating hours. These proposals stem from concerns about noise and traffic, which we believe are based on misleading feedback and inaccurate information.

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Please sign today and share your story. Together, we can keep music, celebration, and community alive at Live Oak.

With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Chase Breckenridge

Signature

Email Address

cbreckenridge@appliedconsultants.com

Reason for Supporting

Great venue that allows us to host a Christmas party every year for our employees in the Midland area. Very clean, professional and security on site each time we've rented the facility. Owners are always responsive and very much involved in the business's day to day activities to ensure it is managed in a professional and kind manner.

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Monday, January 5, 2026



The Venue at Live Oak & Live Oak Events Support Letter

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With gratitude,
The Venue at Live Oak & Live Oak Events

Supporter's Name

Melisha Martinez

Signature

Email Address

melishamendez444@gmail.com

Reason for Supporting

To Whom It May Concern,

My name is Melisha Martinez and my spouse and I have chosen The Venue at Live Oak as the location for our wedding this coming July. From the moment we visited the venue, it was clear that this is a thoughtfully managed space that prioritizes both celebration and community responsibility.

The Venue at Live Oak has been transparent, professional, and compliant throughout our planning process. We felt confident choosing this location not only because of its beauty and atmosphere, but because of the care the team takes in operating within city guidelines and being respectful of surrounding neighbors.

This venue provides an important space for meaningful life events weddings, family milestones, cultural celebrations, and community gatherings that bring people together in a positive and memorable way. Limiting its ability to operate as it has responsibly done would impact many families, couples, and organizations who rely on it for once-in-a-lifetime moments.

We respectfully ask the city to consider the voices and experiences of those who have chosen and supported The Venue at Live Oak. It is more than just an event space it is a valued part of Midland's community.

Thank you for your time and consideration.

Sincerely
Melisha Martinez

Reminders: By submitting this form, you agree that the information provided is accurate and truthful to the best of your knowledge. Please provide relevant and accurate information to support the cause.

Hello –

We are Steve and Carol Jeter, Owners of The Venue at Live Oak, located at 3201 Elkins Road, here in Midland. We are a special event venue that provides rentals for weddings, quinceañeras, corporate events, holiday parties, charity fundraisers, and graduation parties.

In April, we constructed a new outdoor performance stage, and in doing so, we filed for an upgraded Special Use Designation Permit (SUD) to expand our current SUD to include this new area. Once notification of this filing was made, two neighbors filed complaints with the City of Midland regarding noise violations and traffic concerns. The complainants indicated that neighbors up to a mile away were complaining about the noise and traffic on Elkins Road due to events hosted here at The Venue.

As a concern for our fellow neighbors and since your home is within one mile of The Venue, we would like to ask you to complete a small survey indicating any level of complaints or issues you might have concerning noise or traffic caused by The Venue.

Do you have any concerns with noise caused by events held here at The Venue?

_____ YES

_____ ☒ NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES

_____ ☒ NO

If yes, to either concern, can you provide a brief description: _____

Name - Callie Williams

Address - 3100 vista del pueblo dr. Midland TX 79705

Email - williams.callie88@yahoo.com

Signature - Callie Williams

Hello –

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Do you have any concerns with noise caused by events held here at The Venue?

_____ YES

_____ ☒ NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES

_____ ☒ NO

If yes, to either concern, can you provide a brief description: _____

Name - Lance Mendenhall

Address - 3101 Linda Vida

Email - lancemendenhall@me.com

Signature - 

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_____ YES

_____ ☒ NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES

_____ ☒ NO

If yes, to either concern, can you provide a brief description: _____

Name - Travis VanHoozer

Address - 3201 Vista Del Pueblo

Email - T.Vanhoozer@SE-solution.com

Signature - Travis VanHoozer

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Do you have any concerns with noise caused by events held here at The Venue?

_____ YES

X _____ NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES

X _____ NO

If yes, to either concern, can you provide a brief description: _____

Name -

Katrina Mendenhall

Address -

3101 Lindavida Dr. Midland TX 79705

Email -

Katrina.mendenhall@me.com

Signature -

K. Mendenhall

Hello –

We are Steve and Carol Jeter, Owners of The Venue at Live Oak, located at 3201 Elkins Road, here in Midland. We are a special event venue that provides rentals for weddings, quinceañeras, corporate events, holiday parties, charity fundraisers, and graduation parties.

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Do you have any concerns with noise caused by events held here at The Venue?

_____ YES

_____ ☒ NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES

_____ ☒ NO

If yes, to either concern, can you provide a brief description: _____

Name -

Juanita CASTRO

Address -

4000 E. CRD 63 Midland TX

Email -

Jrcastro1964@gmail.com

Signature -

[Signature]

Hello –

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_____ YES

_____ ☒ NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES

_____ ☒ NO

If yes, to either concern, can you provide a brief description: _____

Name - Fernando Pando

Address - 4001 E. Co. Rd. 63 Midland TX

Email - Fernando.pando2014@gmail.com 79705

Signature - 

Hello –

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_____ YES

_____ ☒ NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES

_____ ☒ NO

If yes, to either concern, can you provide a brief description: _____

Name - Scott Lockwood

Address - 3701 North CA 1150

Email - Scottylockwood@hotmail.com

Signature - Scott Lockwood

Hello –

We are Steve and Carol Jeter, Owners of The Venue at Live Oak, located at 3201 Elkins Road, here in Midland. We are a special event venue that provides rentals for weddings, quinceañeras, corporate events, holiday parties, charity fundraisers, and graduation parties.

In April, we constructed a new outdoor performance stage, and in doing so, we filed for an upgraded Special Use Designation Permit (SUD) to expand our current SUD to include this new area. Once notification of this filing was made, two neighbors filed complaints with the City of Midland regarding noise violations and traffic concerns. The complainants indicated that neighbors up to a mile away were complaining about the noise and traffic on Elkins Road due to events hosted here at The Venue.

As a concern for our fellow neighbors and since your home is within one mile of The Venue, we would like to ask you to complete a small survey indicating any level of complaints or issues you might have concerning noise or traffic caused by The Venue.

Do you have any concerns with noise caused by events held here at The Venue?

_____ YES X NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES X NO

If yes, to either concern, can you provide a brief description: _____

Name - JACKSON Abel

Address - 4000 VCR 1150 Midland TX 79705

Email - COLONASTONE@YAHOO.

Signature - Jackson Abel

Hello –

We are Steve and Carol Jeter, Owners of The Venue at Live Oak, located at 3201 Elkins Road, here in Midland. We are a special event venue that provides rentals for weddings, quinceañeras, corporate events, holiday parties, charity fundraisers, and graduation parties.

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Do you have any concerns with noise caused by events held here at The Venue?

_____ YES

_____ ☒ NO

Do you have any concerns with traffic caused by events held at The Venue?

_____ YES

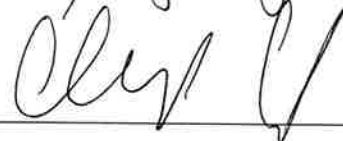
_____ ☒ NO

If yes, to either concern, can you provide a brief description: N/A

Name - Charley Ogle

Address - 3610 Buena Vida Cir

Email - charley.ogle@gmail.com

Signature - 



City Council Meeting

Item Number: 22.
Meeting Date: January 27, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.10-ACRE GENERAL UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 1A, BLOCK 31A, HOMESTEAD ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN WEST KANSAS AVENUE AND WEST LOUISIANA AVENUE, APPROXIMATELY 140 FEET EAST OF NORTH PECOS STREET) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; SAID EASEMENT HAVING BEEN PREVIOUSLY RETAINED BY ORDINANCE NO. 8970, WHICH VACATED AND ABANDONED THE COTERMINOUS ALLEY RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:

Prosperity Bank is requesting to vacate a 0.10-acre general utility and drainage easement located within 700 North Pecos Street for the development of a retail bank.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

The approximate area that will be vacated is 4321.77 square feet (0.10-acres). Per Ordinance 10683, the property is zoned as CB, Central Business District. This zoning district has Bank or Financial Institution as an accepted use, per the Midland City Code Use Chart [11-1-4.03]

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Oil & Gas issues.

Building Code: (Approved)

No Objections.

Engineering: (Approved)

No objections to vacation of easement as long as the wastewater main can be rerouted to maintain service to the residential lots to the north. Applicant shall be responsible for relocating all utilities. [For Applicant's Information Only.]

Engineering accepts the infrastructure and supports the CO

Fire: (Approved)

No comments or objections.

Transportation: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

AT&T: (Approved)

I show that the job that rerouted the cable has been completed.

Atmos: (Approved)

Atmos Energy has no objection to the above-referenced changes to the public utility easement located between Pecos and Marienfeld and South of Kansas. We currently have no active lines or facilities located within the easement proposed to be vacated.

Astound: (Approved)

My Maps indicate that we do not have any of our services in that area.

Oncor: (Approved)

I went to the location today & verified that Oncor's facilities have been removed. All that remains on the property are communications equipment.

Optimum: (Approved)

All the aerial fiber & coax has been relocated & all our aerial plant has been wrecked out.

My contractor did say that there is some electrical wire & a meter on one of the poles.

It is not ours.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacation of a 0.10-acre general utility and drainage easement located within 700 North Pecos Street.

Letters of Objection:

As of January 16, 2026, staff has not received any letter(s) of objection to this request.

Attachments:

- A. ORDINANCE WITH EXHIBIT A - V-24-0066, Utility & Drainage Easement, Lot 1A, Blk 31A, Homestead Addn, Sec 6 Ord w Exh
- B. V-24-0066, Combined Files
- C. CC - - 700 N Pecos Vacation

Beatriz Quezada, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Jan Hamilton, City Secretary

Created/Initiated - 1/14/2026
Approved - 1/20/2026
Approved - 1/20/2026
Approved - 1/20/2026
Approved - 1/21/2026
Final Approval - 1/21/2026

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.10-ACRE GENERAL UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 1A, BLOCK 31A, HOMESTEAD ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN WEST KANSAS AVENUE AND WEST LOUISIANA AVENUE, APPROXIMATELY 140 FEET EAST OF NORTH PECOS STREET) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS; SAID EASEMENT HAVING BEEN PREVIOUSLY RETAINED BY ORDINANCE NO. 8970, WHICH VACATED AND ABANDONED THE COTERMINOUS ALLEY RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.10-acre general utility and drainage easement located within Lot 1A, Block 31A, Homestead Addition, Section 6, City and County of Midland, Texas, as described in Exhibit A attached hereto and made a part hereof for all legal purposes (the “Property”), is no longer needed for public use; and

WHEREAS, the Property is land described by Section 272.001(b) of the Texas Local Government Code; and

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that the notice and bidding requirements of Section 272.001(a) that generally apply to a political subdivision’s conveyance, sale, or exchange of land or real property interests owned by the political subdivision do not apply to:

- A. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
- B. streets or alleys, owned in fee or used by easement;
- C. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;
- D. land that the political subdivision wants to have developed by contract with an independent foundation;
- E. a real property interest conveyed to a governmental entity that has the power of eminent domain;

- F. a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or
- G. a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999; and

WHEREAS, the land and those interests described by Section 272.001(b) of the Texas Local Government Code may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, the Property is coterminous with an alley that was vacated by Ordinance No. 8970, which retained the general utility and drainage easement; and

WHEREAS, an abutting property owner paid a fee in connection with the prior vacation of the alley; and

WHEREAS, an application for vacating the Property has been received by the City from one or more abutting fee simple property owner(s); and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes; provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney

EXHIBIT A

MAVERICK

ENGINEERING • SURVEY • WATER RESOURCES

1909 West Wall Street, Suite K • Midland, TX 79701

Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com

ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514



FIELD NOTE DESCRIPTION OF A 0.10 ACRE OR 4321.77 SQUARE FOOT TRACT BEING A VACATED 20 FOOT ALLEY IN LOT 1A, BLOCK 31A, AS PER THE PLAT "HOMESTEAD ADDITION SECTION 6" AS RECORDED AS DOCUMENT NUMBER 2012-18145 IN CABINET H, ON PAGE 161 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y): 10696799.92, E.(x): 1755079.19, A MAG NAIL WITH A WASHER MARKED "WEST CO" (WESTCO) FOUND IN THE NORTH LINE OF LOUISIANA AVENUE FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.00°32'49"W., 216.17 (216.14') FEET TO A "WESTCO" FOUND IN THE SOUTH LINE OF KANSAS AVENUE FOR THE NORTHWEST CORNER HEREOF;

THENCE N.89°29'31"E., ALONG SAID KANSAS AVENUE 19.97 (20.00') FEET TO A "WESTCO" FOUND FOR THE NORTHEAST CORNER HEREOF;

THENCE S.00°33'29" 216.18 (216.14') FEET TO A "WESTCO" FOUND IN THE NORTH LINE OF SAID LOUISIANA FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.89°30'46"W., ALONG SAID LOUISIANA 20.01 (20.00') FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.10 ACRE OF LAND.

Gregory W. Shoults

www.maverick-eng.com

Texas RPLS - No. 5356

Maverick Engineering (FIRM – No. 10194514)





**Vacate Right-of-Way/Public Utility
Easement/Land/Street Application**

Project Number: _____

Case Number: V-24-0066

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Scott Collier for Prosperity Bank

Phone 806-741-1982

Email
scott@colliertx.com

Address

2202-Avenue E

City

Lubbock

State

Texas

Zip

79404

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☒ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: 700 N Pecos, parking lot bordered by W. Kansas Ave on the north, N. Marienfeld Street on the east, W. Louisiana Ave on the south, and N. Pecos Street on the west.

Reason for Request: Eliminate alley and utilities that run north / south through the property to construct a new retail bank.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: City services such as water and sewer will be relocated as needed to still accommodate customers on both sides of the property, Oncor Electric will be relocated as well. No adverse affect on public welfare.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):

[Signature]

Date:

12-9-24

Affected Property Owners:

Signature:

Print:

Date:

Signature:

Print:

Date:

Signature:

Print:

Date:

Signature:

Print:

Date:

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey

☒ Survey in Digital Format (PDF/JPEG)

☒ Application Fee

Check # _____

Received By:

[Signature]

Date:

RECEIVED
DEC 09 2024

BY:

****Application will not be considered for scheduling until reviewed by a planner.****



FIELD NOTE DESCRIPTION OF A 0.10 ACRE OR 4321.77 SQUARE FOOT TRACT BEING A VACATED 20 FOOT ALLEY IN LOT 1A, BLOCK 31A, AS PER THE PLAT "HOMESTEAD ADDITION SECTION 6" AS RECORDED AS DOCUMENT NUMBER 2012-18145 IN CABINET H, ON PAGE 161 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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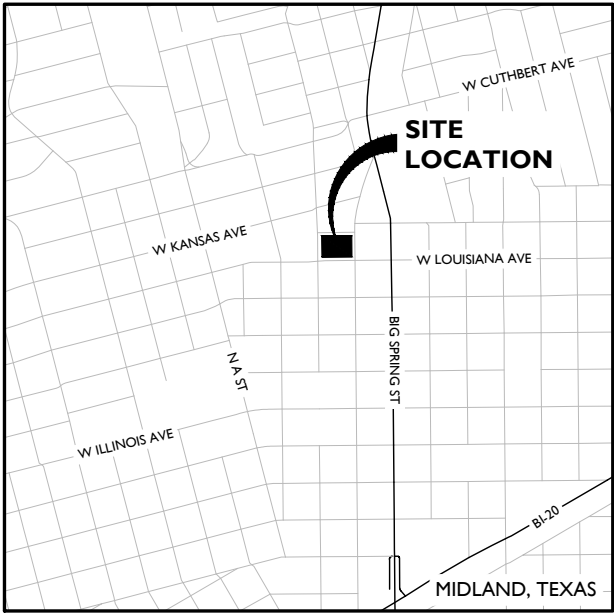
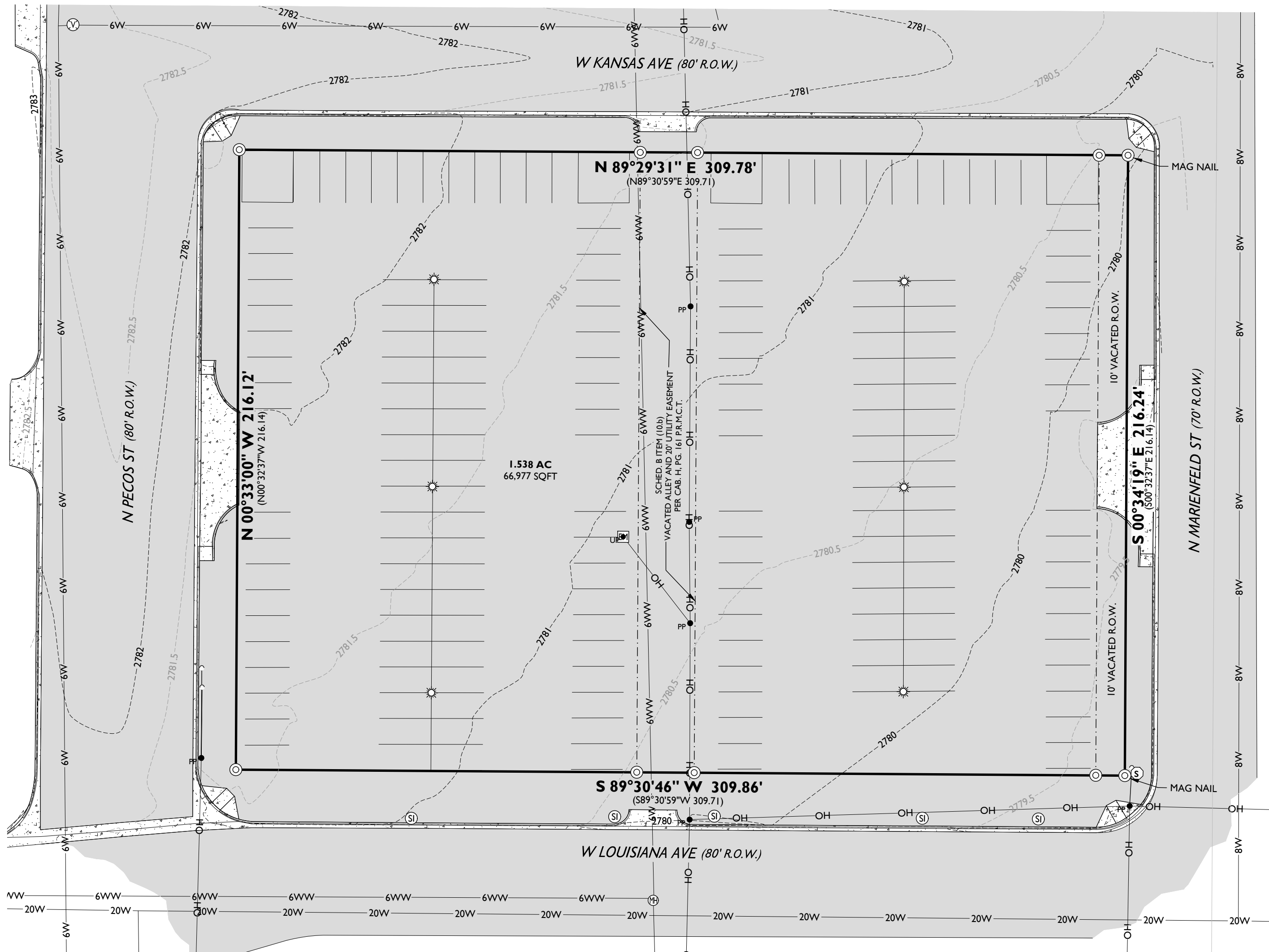
Gregory W. Shoults

www.maverick-eng.com

Texas RPLS - No. 5356

Maverick Engineering (FIRM – No. 10194514)





VICINITY MAP
N.T.S.

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE OF (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.999896911 AT NGS "MIDLAND".
2. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.
3. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
4. THIS SURVEY IS PROVIDED WITH THE BENEFIT OF TITLE COMMITMENT #48802428541, ISSUED NOVEMBER 4, 2024 BY CHICAGO TITLE INSURANCE COMPANY.

WITH REGARD TO ITEM 10 OF THE SCHEDULE B OF TITLE COMMITMENT:

(10.a) NOT SURVEY RELATED.

(10.b) THE FOLLOWING ALL ACCORDING TO THE PLAT RECORDED IN CABINET H, PAGE 161, PLAT RECORDS MIDLAND COUNTY, TEXAS:

TWENTY (20) FOOT FRONT UTILITY EASEMENT CROSSING THROUGH THE CENTER OF SUBJECT PROPERTY. - AS SHOWN HEREON.

(10.c-f) NOT SURVEY RELATED.

(10.g) VISIBLE OR APPARENT EASEMENT(S) AND/OR RIGHTS OF WAY ON, OVER, UNDER OR ACROSS THE LAND. - AS SHOWN HEREON, IF APPLICABLE.

(10.h) NOT SURVEY RELATED.

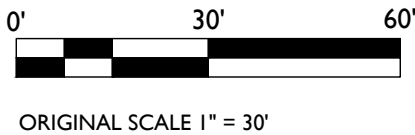
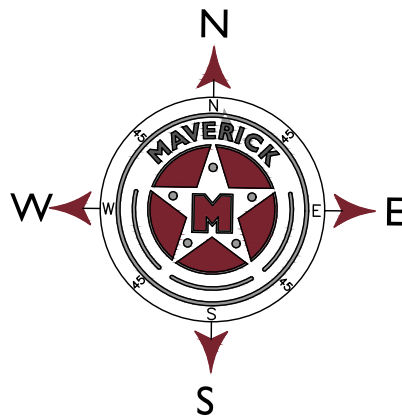
(10.i) NOT SURVEY RELATED.

(10.j) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE. - AS SHOWN HEREON, IF APPLICABLE.

TABLE A NOTES:

1. MONUMENTS PLACED OR FOUND AS SHOWN HEREON
2. 700 N PECOS ST MIDLAND, TEXAS 79701
3. FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0089F DATED SEPTEMBER 16, 2005, THIS PROPERTY AS SHOWN HEREON IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS OF MINIMAL FLOOD HAZARD DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK CIVIL & SURVEY, LLC.
4. GROSS LAND AREA = 1.538 ACRES.
6. (a) NO ZONING REPORT OR LETTER HAS BEEN PROVIDED BY THE CLIENT. SITE IS CURRENTLY ZONED AS PD AND AS AN OFFICE CENTER.
7. (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL - N/A, NO BUILDINGS LOCATED ONSITE.



ORIGINAL SCALE 1" = 30'

LEGEND



MAG NAIL W/WASHER-WEST CO
UNLESS OTHERWISE NOTED

ELECTRIC METER

GUY ANCHOR

LIGHT POLE

MANHOLE

POWER POLE

SIGN

STOP SIGN

UTILITY POLE

WATER VALVE

BOUNDARY LINE

EASEMENT LINE

OVERHEAD ELECTRIC LINE

6" WATER LINE

8" WATER LINE

20" WATER LINE

6" WASTE/WATER LINE

CONCRETE

PAVEMENT

Drawing : F:\2024\240187-COLLIER CONSTRUCTION-PROSPERITY BANK\DRAWINGS\ALTA\240187 - ALTA SURVEY.DWG Last Saved By: BKing on 12/3/24

SURVEYOR:
GWS

SCALE:
1" = 30'

APPROVAL DATE:

DRAWN BY:
BK

JOB NO.:
240187

REV 1:

APPROVED:

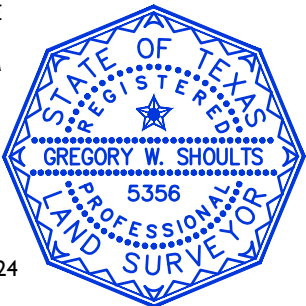
FIELD WORK DATE:
11.8.2024

REV 2:

TO PROSPERITY BANK, WEST TEXAS ABSTRACT AND TITLE COMPANY AND CHICAGO TITLE INSURANCE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR THE ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS: 1, 2, 3, 4, 6a, and 7a OF TABLE A THEREOF.

GREGORY W. SHOULTS, RPLS #5256
FIRM NO. TX #10194514

DECEMBER 3, 2024



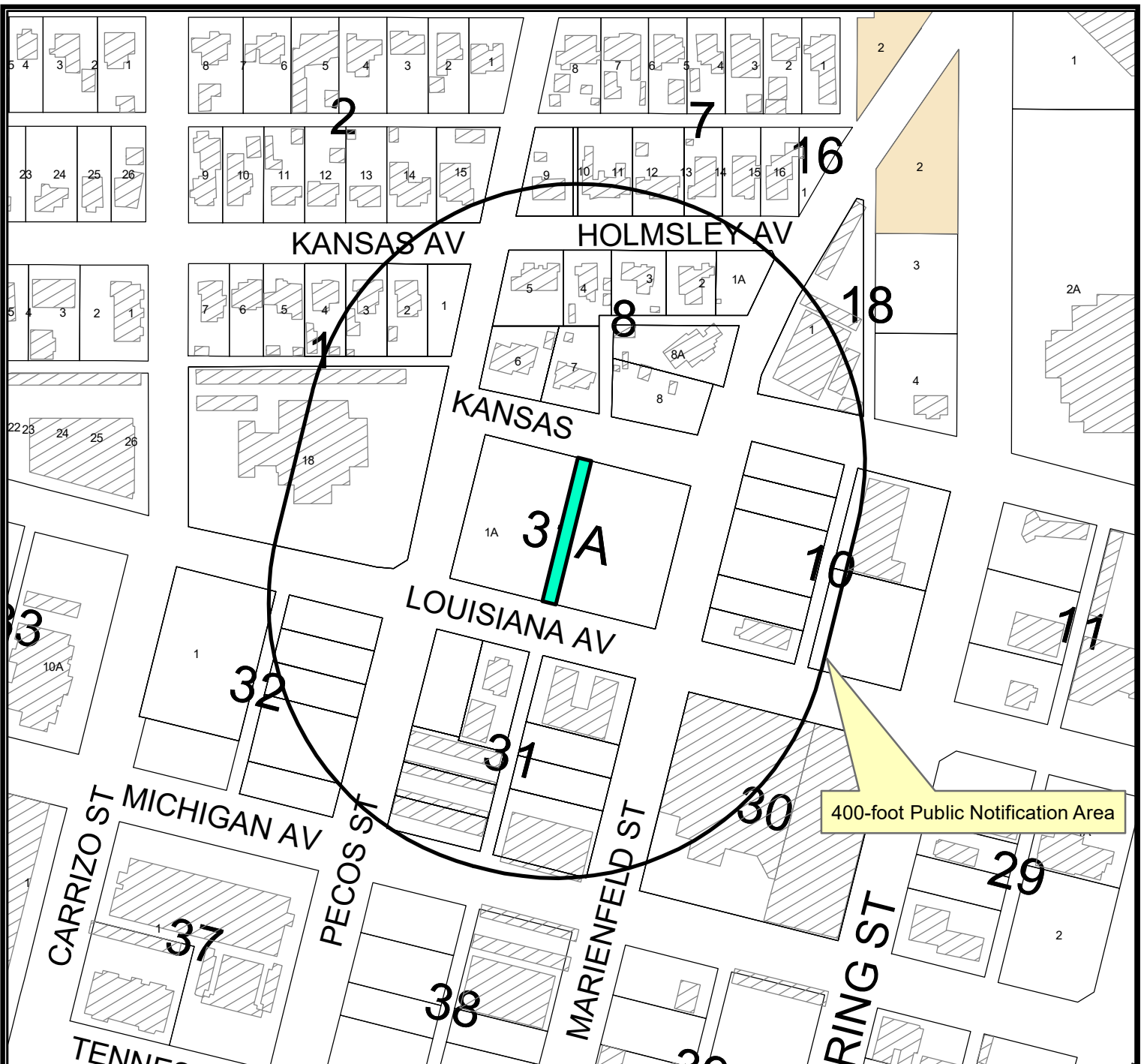
MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com



PROSPERITY BANK

ALTA/NSPS SURVEY

LOT 1A, BLOCK 31A, HOMESTEAD ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET H, PAGE 161 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS



Location Map

V-24-0066

Scale: 1" = 211'

Consider a request by Prosperity Bank for a vacation of a 0.10-acre public utility easement, located within Lot 1A, Block 31A, Homestead Addition, Section 6, City and County of Midland, Texas.

Generally located between West Kansas Avenue and West Louisiana Avenue, approximately 140-feet east of North Pecos Street. (Council District 3)

LEGEND

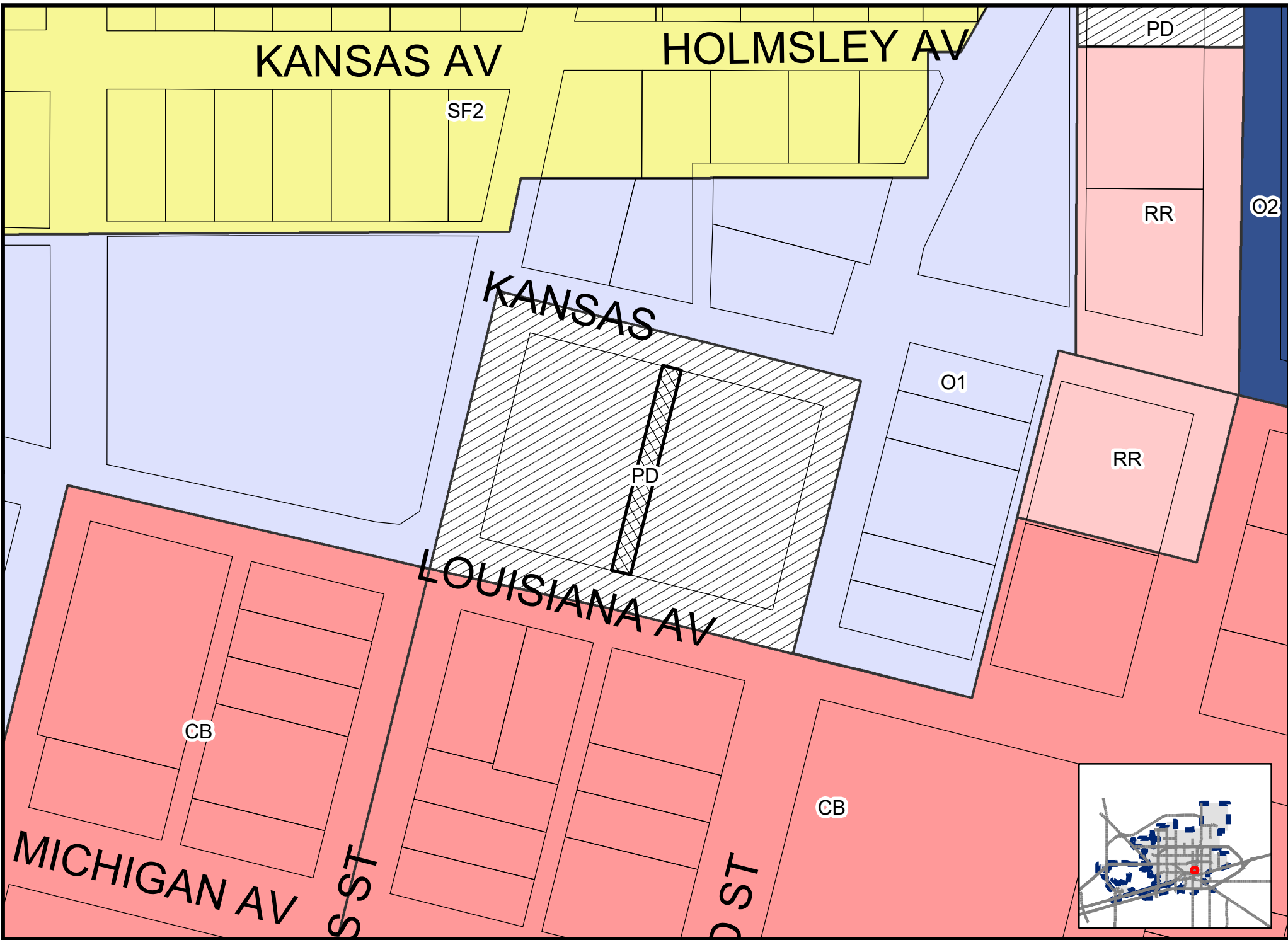
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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.

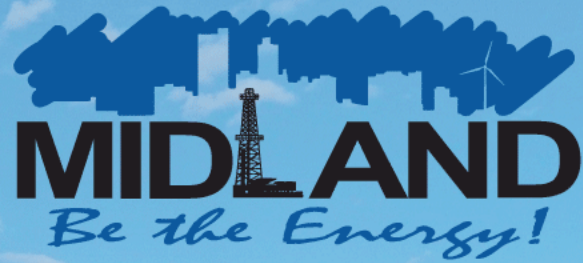
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



KANSAS

31A

LOUISIANA AV



ITEM

VACATION

700 NORTH PECOS

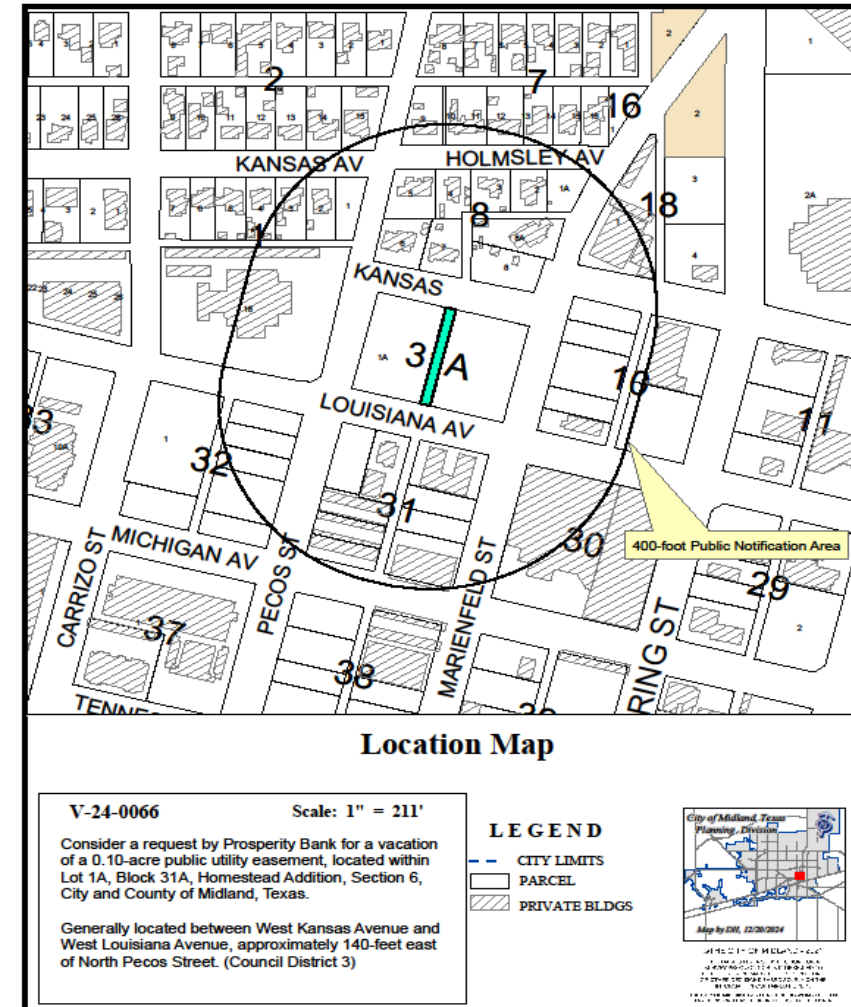


Visit Our Website

MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant/Representative:** Scott Collier
- **Location:** 700 North Pecos (District 3)
- **Reason for Request:** For the development of a new bank



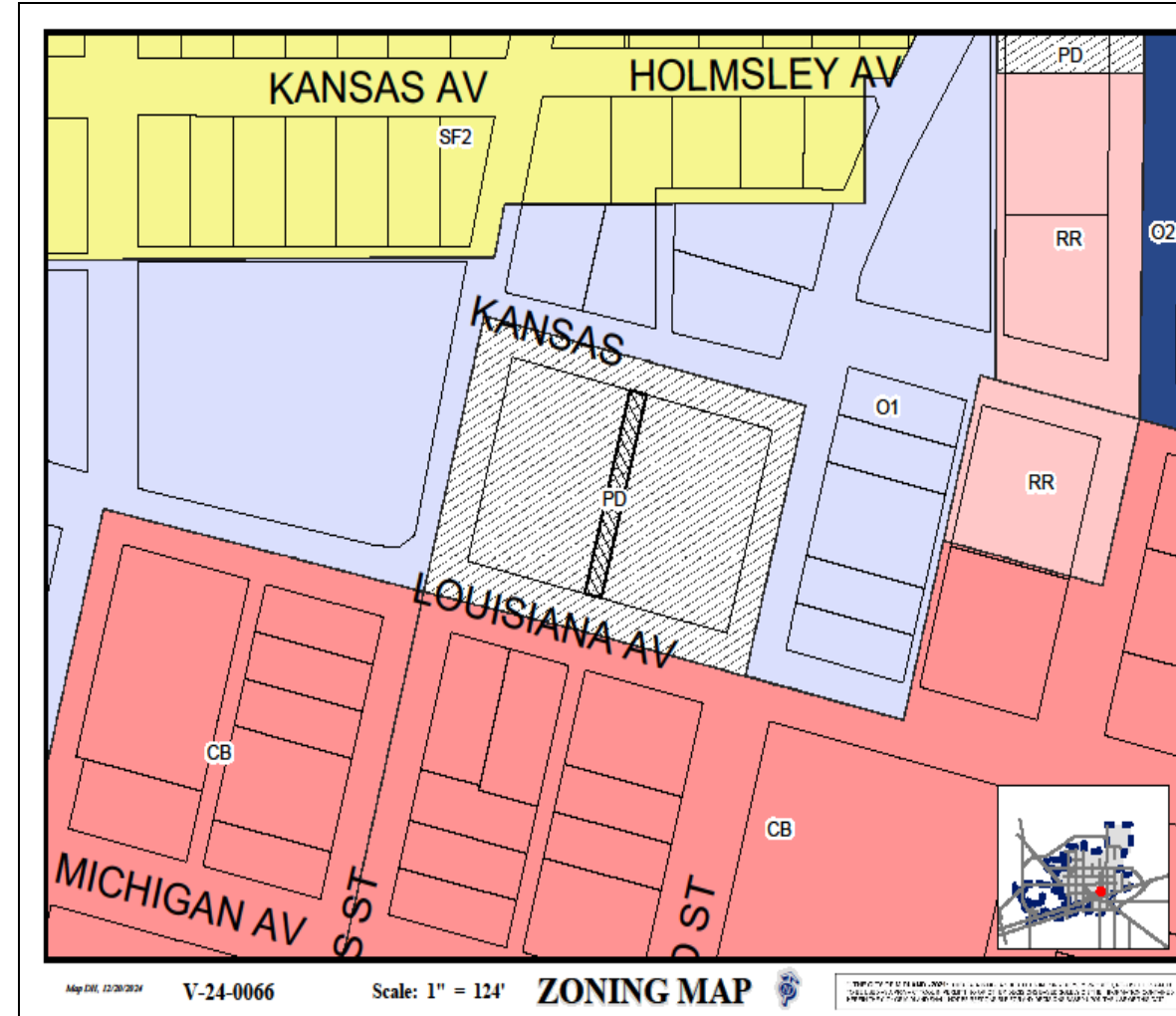
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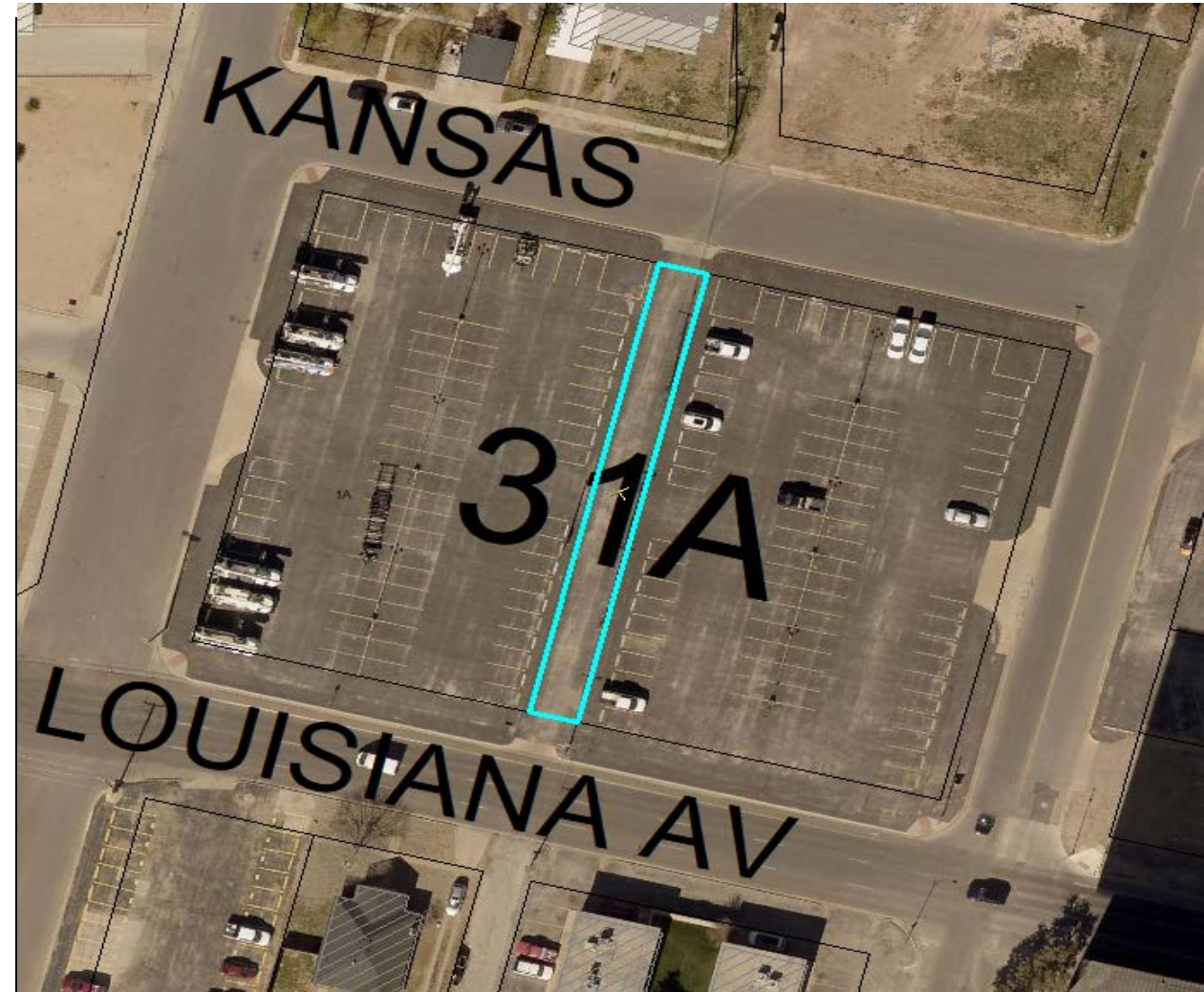
ZONING

- **Current Zoning:** PD, Planned Development District for an Office Center
- **Surrounding Zoning:**
 - **North/West/East:** O1, Office
 - **South:** CB, Central Business District



LAND USE

- **Current Use:** Public Utility Easement
- **Surrounding Uses:**
 - **North:** Single-Family Housing and vacant
 - **South:** Multiple-Family Housing
 - **East:** Parking Lot
 - **West:** Bank
- **Proposed Use:** Bank



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request.



MISSION

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





City Council Meeting

Item Number: 23.
Meeting Date: January 27, 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 - 01.15.2026

Rachel Guentensberger, City Secretary

Created/Initiated - 1/14/2026

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 <i>(replaced Justine Kuethe)</i> JB / BS 6-0	
Matt Berkebile <i>(replaced Nick McClure)</i> ASB / JB 6-0	
Brandon Patterson <i>(reappointed)</i> JL /JN 6-0	
James Linderman <i>(reappointed)</i> JL /JN 6-0	
List of Current Applicants:	
Chris Nolan	Sammy Daulong
Christina Renteria	Stephanie Griffin
Hank Hudson	Steven Price
Christopher Butler	Jose Ortega <i>(appointed to Hotel/Motel)</i>
David Tryson	Barrett Bole
Deborah Julian	Lindsay Johnson
Holly Darby	Ty Parkison
Leo Guillen	Zhong Pan <i>(Sean) (appointed to Parks)</i>
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-ODESSA URBAN TRANSIT DISTRICT BOARD - (Decision-making & Separate Legal Entity)

Action needed by Council:
(1) appointment to unexpired term

Name:	Replacing:	Vote:
	Robert Crites <i>(Appointment to unexpired term)</i>	

List of Current Applicants:

Bryan Ball
 Rick Armstrong
 Christopher Butler
 Jamie Aguila
 Jonathan Conners
 Jose Ortega **(reappointed to Hotel/Motel Board)**

Quick Overview of Board info:

Rachel Guentensberger (Staff Liaison) **Amy Stretcher-Burkes** (Council Liaison) **Lori Blong – Mayor** (Council Liaison) **Eligibility Requirements:** No director or employee shall be related to a current City Council member.

<i>Term / Membership:</i>	<i>Seven (7) Members, three-year terms</i>
<i>Meetings:</i>	<i>Meets 1st Monday of the month at Midland Chamber of Commerce, 303 W. Wall St. STE. 200</i>
<i>Board responsibilities:</i>	<i>Administers funds, subject to City Council approval, to promote and develop new and expanded business enterprises.</i>

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	<u>JL / JN 6-0</u>

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:	<i>Five (5) Members, two-year terms; expiring 3-2</i>
Meetings:	<i>Meets 4th Monday of each month at 11:45 a.m. in the Conference Room, Midland Housing Authority</i>
Board responsibilities:	<i>Operates on behalf of local government to serve the housing authority needs of the community's low-income housing for the elderly and disabled.</i>

MIDLAND SPACEPORT DEVELOPMENT CORPORATION - (Decision-making)

Action needed by Council:
(1) Vacancy appointment remaining

Name:	Replacing:	Vote:
	Frank Kisner - <i>City</i> <i>Appointee</i>	

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**

<i>Term / Membership:</i>	<i>Seven (7) members, 4 appointed by City of Midland & 3 by Midland County - two-year terms</i>
<i>Meetings:</i>	<i>Meets the second Thursday of the first month of each quarter in the City Hall basement Conference room, 300 N Lorraine</i>
<i>Board responsibilities:</i>	<i>Supports the creation and development of spaceport projects in Midland, Texas, and for any lawful purpose permitted by Texas Nonprofit Corporation Law.</i>

OIL AND GAS ADVISORY COMMITTEE -

Action needed by Council:

(1) Vacancy appointment remaining (must be a Petroleum Engineer or Geologist)

Name:	Replacing:	Vote:
	<i>Ross Klabon</i> <i>(Petroleum Engineer)</i>	

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:	<i>Five (5) members - 3 petroleum engineers or geologists, 2 with property development or real estate experience - two-year terms</i>
Meetings:	<i>Meets every 2nd Wednesday of the month at 2:00 P.M, City Hall Council Chamber</i>
Board responsibilities:	<i>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</i>

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)	<i>Replaced Dal Watson - Appointed 9/23/25</i>	<u>JN / JL 6-0</u>

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) Appointment remaining

Name:	Replacing:	Vote:
	Appointment - replacing Abraham Bejil (unexpired term)	

List of Current Applicants:

Jonathan Conners	Zhong Pan (Sean) <i>(appointed to Parks Board)</i>
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:	<i>Seven (7) members, two (2) alternates - three-year terms</i>
Meetings:	<i>Meets every first and third Monday of the month at 3:30 p.m. in the City Council Chamber, City Hall</i>
Board responsibilities:	<i>Considers issues regarding developments and improvements of property within the City limits and makes recommendations to the City Council.</i>

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 (<i>appointed to MOUTD Board</i>)	Melissa Mosier
Russell Johnson	Zhong Pan (Sean) (<i>appointed to Parks Board</i>)
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:	<i>Five (5) members, four (4) alternate members - two-year terms</i>
Meetings:	<i>Meets as needed at a time and place to be determined</i>
Board responsibilities:	<i>Makes decisions on appeals from determinations made by the Building Official, regarding special exceptions and specific variances.</i>