

**CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
February 10, 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 Joe Russo, Stonegate Fellowship 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 Visit Midland Recap & Future Outlook Presentation
 - 3.b Presentation of Proclamation for "Iris Hall-Sanders Day"

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4.a REGULAR SESSION OF JANUARY 27, 2026
5. 2026-015 - RESOLUTION AWARDDING A CONTRACT FOR THE FISCAL YEAR 2026 CITYWIDE PAVING AND DRAINAGE PROGRAM TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST NOT TO EXCEED \$1,500,000.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
6. 2026-016 - 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 A TOTAL COST OF \$451,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
7. 2026-017 - RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE HARRIS COUNTY DEPARTMENT OF EDUCATION; SAID AGREEMENT PROVIDING FOR THE CITY OF MIDLAND'S PARTICIPATION IN THE CHOICE PARTNERS COOPERATIVE PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 271.102 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
8. 2026-018 - RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD FOR THE PURCHASE AND INSTALLATION OF A RESTROOM

FACILITY STRUCTURE AT SPARKS PARK THROUGH BUYBOARD FOR A TOTAL COST OF \$243,772.00; APPROVING \$31,228.00 FOR PROJECT-RELATED COSTS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 2026-019 - RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND PLANNING) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$104,307.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO CONDUCT A BUSINESS IMPACT ANALYSIS AND DEVELOP A BUSINESS CONTINUITY PLAN AND A DISASTER RECOVERY PLAN, WHICH WILL ASSIST IN IDENTIFYING CRITICAL CITY FUNCTIONS, QUANTIFY THE IMPACT OF DISRUPTIONS, AND PROVIDE ACTIONABLE, DOCUMENTED PROCEDURES TO RESTORE OPERATIONS WITHIN REASONABLE TIMEFRAMES; APPROVING \$44,703.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$149,010.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
10. 2026-020 - RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$56,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO CONDUCT A TABLETOP EXERCISE TO TEST THE CITY OF MIDLAND'S READINESS WITH A SIMULATED ATTACK AND PRACTICE INCIDENT RESPONSE PROCESSES AND WORKFLOWS; APPROVING \$24,000.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$80,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
11. 2026-021 - RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$140,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO IMPLEMENT A CENTRALIZED SECURITY EVENT INCIDENT MANAGEMENT CAPABILITY TO STRENGTHEN THE CITY'S ABILITY TO DETECT, ANALYZE, AND MITIGATE CYBERSECURITY THREATS; APPROVING \$60,000.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$200,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

12. 2026-022 - RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362202 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$9,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO UNDERTAKE THE RENEWING COURSERA PROJECT THAT CONSISTS OF A TRAINING PROGRAM FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT COVERING COURSES AND CERTIFICATIONS IN CYBERSECURITY, CLOUD COMPUTING, ARTIFICIAL INTELLIGENCE, AND OTHER CRITICAL INFORMATION TECHNOLOGY DISCIPLINES; APPROVING \$4,200.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$14,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT **(DISTRICT: ALL) (IT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

SECOND READINGS

13. 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; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025) **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
14. 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 (FIRST READING HELD JANUARY 27, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

15. 10716 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE-FOOT PORTION OF LOT 2, BLOCK 1, COUNTRY VILLA ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 270 FEET EAST OF SOUTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN

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

16. 10717 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
17. 10718 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 THROUGH 10, BLOCK 7, MOORE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND GOODE STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
18. 2026-023 - RESOLUTION AUTHORIZING 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 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
19. 10719 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 10 AND 11, BLOCK 2, SOLOMON ESTATES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH A STREET AND MOCKINGBIRD LANE); 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)**
20. 10720 - AN ORDINANCE VACATING AND ABANDONING A 0.414-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 10, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE

ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

21. 10721 - AN ORDINANCE VACATING AND ABANDONING A 0.181-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 9, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC COMMENT

22. 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

23. 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:

23.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.

23.b Section 551.072, Deliberation Regarding Real Property

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

23.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.

23.d Section 551.087, Deliberation Regarding Economic Development Negotiations

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

Respectfully Submitted

Tommy Gonzalez
City Manager

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

**CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL REGULAR MEETING
January 27, 2026 - 10:00 AM**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, January 27, 2026.

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

Council Members absent:

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

OPENING ITEMS

Mayor Blong called the City Council meeting to order at 10:01 a.m.

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:

There were no presentations of special events.

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

CONSENT AGENDA

John Burkholder moved to Approve Consent Agenda items 4-14, excluding items 9, 10, 11 & 13; 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: Poole

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)**

Item pulled by staff. No action taken by Council.

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)**

Aviation Director Justine Ruff gave a brief overview of the item noting, this is a Capital Improvement Project (CIP) for the Federal Aviation Administration (FAA). The last few years there has been discretionary money available at the end of the year. If there is a project that is ready to go, these funds may be used for it. It is a 90/10 program meaning, the airport will be reimbursed at ninety percent. The ten percent will come out of the user fees from the airport fund. There is no tax payer money involved.

Stan Smith, 4903 Granite Lane, spoke in opposition of this item due to Parkhill Smith & Cooper and MISD being involved.

John Burkholder moved to Approve; seconded by John Norman.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

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)**

Mayor Pro Tem Amy Stretcher Burkes reported Mayor Blong does not have a legal conflict with this item but she has chosen to recuse herself from the discussion and vote.

John Burkholder moved to Approve; seconded by Robin Poole.

The motion Passed by the following vote:

AYE: John Burkholder, Amy Stretcher Burkes, Robin Poole, Brian Stubbs, Jack Ladd

NAY: John Norman

ABSTAIN: None

ABSENT: Lori Blong

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)**

Council Member John Burkholder reported that Council Member John Norman is abstaining from this item.

Parks & Recreation Director Laurie Williams gave a brief overview of the item noting this contract is a standard rental agreement with an amendment to cover the number of games. There are no special exceptions with this agreement.

John Burkholder moved to Approve; seconded by Robin Poole.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: John Norman

ABSENT: None

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10708.

Engineering Services Director Gabriel McClelland gave a brief presentation noting the history of this item. Mr. McClelland reported that the funding needed for the next ten years is about \$135 million and \$200 million over a twenty-year period. Mr. McClelland reported on the proposed drainage fee changes, proposed rates and the desperate need to make improvements to roads and storm drainage infrastructure.

City Manager Tommy Gonzalez reported on the needs and that neglect is catching up to the city.

Deputy City Manager Jose Ortiz also reported on the importance of making these improvements.

Council Member John Burkholder inquired about how we are making sure the funds are disbursed properly.

Deputy City Manager Jose Ortiz reported on how each project is reviewed to ensure that the funds are being used appropriately.

Chief Financial Officer Christy Weakland reported the accounting is set up so that the drainage fee has it's own fund and the revenues are collected and used specifically for that purpose.

Council and staff discussion ensued.

Council Member Robin Poole clarified that these funds will only be used for curb and gutter and the mechanisms of the street that actually act as drainage features, not just basic features like asphaltting.

Deputy City Manager Jose Ortiz reported that a portion of the roadway may be eligible for drainage fees but they will look closely to make sure the City is in compliance.

Hector Covarrubiaz, 1906 Pueblo, spoke in opposition of how to get the funds, not necessarily against the item itself. Mr. Covarrubiaz reported we should not collect these funds from taxpayers.

Stanley Smith, 4903 Granite Lane, spoke in opposition of this item as it will add a hardship to the taxpayers.

Mayor Blong pulled up the proposed drainage fee changes and reviewed them, reporting these are the real dollars and that the smallest monthly residential tier goes from \$1.20 to \$2.94 and the highest monthly residential tier increase goes from \$3.40 to \$8.33.

City Manager Tommy Gonzalez clarified the actual amount regarding the infrastructure related to the schools is a total of \$28.5 million. Based on the code of ordinances, the school was only required to put in \$4 million. The City was able to negotiate it up to \$9.4 million to put towards the project which took it to \$18.5 million. From that, \$1.5 million was used out of the water fund and \$3 million came from the general fund, which were the permit fees, ultimately taking it down to \$13.5 million to be paid for with fees over the next three years.

Adela Marmolejo, 1112 E. Hamby Avenue, spoke in opposition of this item and feels the citizens are being overtaxed.

Mayor Pro Tem Amy Stretcher Burkes reminded everyone that this item will come back to Council in 12 months and that every attempt will be made to reduce the fee. It was clarified that the timeframe is 12 to 18 months for this item to come back to Council.

Council Member Robin Poole reported she will be consistent and vote no on this item due to the MISD agreement.

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: Robin Poole

ABSTAIN: None

ABSENT: None

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)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10712.

John Burkholder moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10713.

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

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10714.

Brian Stubbs moved to Approve; seconded by John Burkholder.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

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)**

Planning Manager Landon Ochoa gave a brief presentation of the item noting, this is the Council requested six-month review for a Specific Use Designation (SUD) for the sale of alcohol.

Council Member John Burkholder inquired about the number of incident report calls that were directly related to the bar. Mr. Ochoa reported he does not have that information.

Mayor Blong inquired about the process and how it may be different from other bars. Mr. Ochoa reported this is just the review. Most SUD's don't have a review.

Mayor Blong opened the public hearing at 10:54 a.m.

Carly Smith, 1401 Ainslee Street, spoke in opposition of this item as it is written. Ms. Smith feels like they should not have had to go through all of the things they went through.

There being no one else wishing to speak, the public hearing was closed at 10:57 a.m.

Council Member Brian Stubbs reported he would like to amend this item to match neighbor bars to make sure everyone is on the same page.

City Attorney Nicholas Toulet-Crump explained that the Council may motion to direct staff to start the SUD process over again and remove the restrictions that are in the current SUD. They will still be operating under the current terms until the new SUD is approved by Council

after two readings.

Mayor Blong would like staff to waive fees that may be associated with reissuing the SUD.

Brian Stubbs moved to Approve by directing staff to restart the SUD process and waive fees that may be associated with reissuing the SUD; seconded by John Norman.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

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)**

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is for the Council requested six-month review of the SUD for the sale of alcohol. Mr. Ochoa also reported that the applicant has provided records on decibel levels. However, the decibel levels information is actually for the next item on this agenda for the Temporary Land Use (TLU) item.

Mayor Blong opened the public hearing at 11:07 a.m.

Steve Jeter, 4009 E. County Road 63, owner of the venue at Live Oak, spoke in favor of this item. Mr. Jeter reported on the history of this item and provided an update for the past six months.

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

City Attorney Nicholas Toulet-Crump explained that if Council does nothing, it will allow the SUD to proceed under it's normal conditions, or the Council may direct staff to go back and start the SUD process over, including any conditions the Council may see fit.

NO ACTION TAKEN BY COUNCIL.

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)**

Planning Manager Landon Ochoa gave a brief overview of the item noting this is for the temporary use of land for outdoor music regarding the decibel limit.

City Manager Tommy Gonzalez reported the City doesn't have codes regarding decibel levels but that Code Enforcement will visit with the parties involved to try and get voluntary compliance.

Council and staff discussion ensued on the pros and cons of enforcement.

Mayor Blong would like a review of best practices to help the Code Department and the Police Department when these types of issues arise.

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

Mayor Blong called Mr. Jeter back up to the microphone. Mr. Jeter reported he will continue to monitor the decibel levels.

John Norman moved to Approve the Temporary Land Use permit without the restrictions of the decibel levels; seconded by Jack Ladd.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10715.

Planning Manager Landon Ochoa gave a brief overview of the item noting this is for a vacation of a utility easement for the development of the new Prosperity Bank downtown.

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.

John Burkholder moved to Approve; seconded by Brian Stubbs.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

MISCELLANEOUS

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

The following board appointments were made, some via ballot nominations:

For the Airport Planning & Development Board:

Hank Hudson had five votes Council Members John Burkholder, Mayor Pro Tem Amy Stretcher Burkes, Robin Poole, Mayor Blong and Council Member John Norman.

Stephanie Griffin had two votes by Council Member Brian Stubbs and Council Member Jack Ladd.

Robin Poole moved to appoint Hank Hudson to the Airport Planning & Development Board; seconded by John Burkholder.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

For the Oil & Gas Advisory Committee:

Alka Kumar had a unanimous vote by all seven Council Members to replace Ross Klobon.

Abdul Kreem Al Obied had no votes.

Amy Stretcher Burkes moved to appoint Alka Kumar to the Oil & Gas Advisory Committee;

seconded by John Norman.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

For the Parks & Recreation Commission:

Jack Ladd moved to reappoint Rachel Overman, Sarah Judge, Lynn Rogers and Amber Voithorer to the Parks & Recreation Commission; seconded by Brian Stubbs.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

Also for the Parks & Recreation Commission:

Joy Paulson had five votes by Council Members John Burkholder, Amy Stretcher Burkes, Robin Poole, Jack Ladd and John Norman.

Samuel Gonzalez had two votes by Mayor Blong and Council Member Brian Stubbs.

John Burkholder moved to appoint Joy Paulson to the Parks & Recreation Commission to replace Marion Bryant for an unexpired term; seconded by John Norman.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

For the Planning & Zoning Commission:

John Burkholder moved to appoint Joshua Garza to the Planning & Zoning Commission from alternate board member to regular board member to replace Abraham Bejil who was recently appointed to the Midland Development Corporation; seconded by John Norman

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

Also for the Planning & Zoning Commission:

John Burkholder moved to appoint Breanna LaFoy as an alternate board member to the Planning & Zoning Commission to replace Joshua Garza; seconded by John Norman

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

For the Zoning Board of Adjustment & Airport Zoning Board of Adjustment:

Jack Ladd moved to reappoint Rachel Walker & Elizabeth Moore to the Zoning Board of Adjustment & Airport Zoning Board of Adjustment; seconded by Amy Stretcher Burkes

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

Also for the Zoning Board of Adjustment & Airport Zoning Board of Adjustment:

John Burkholder moved to appoint Melissa Mosier as an alternate board member to the Zoning Board of Adjustment & Airport Zoning Board of Adjustment; seconded by John Norman.

The motion Passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: None

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.)

Eliel Rosa, 3603 Humble Avenue, is asking for the Council's support to celebrate 250 years of the history of America. Mr. Rosa would also like to see a reunion of the past decade of Midland 101 graduates.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 11:50 a.m.

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.

All the business at hand having been completed, the meeting adjourned at 1:15 p.m.

PASSED AND APPROVED February 10, 2026.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary



City Council Meeting

Item Number: 5.
Meeting Date: February 10, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CITYWIDE PAVING AND DRAINAGE PROGRAM TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST NOT TO EXCEED \$1,500,000.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:

Resolution awarding a contract for Fiscal Year 2026 Citywide Paving and Drainage Project to Reece Albert, Inc. of San Angelo, Texas, for an amount not to exceed of \$1,500,000.00 for the Transportation Division.

Recommended Action:

Approve

Fiscal Impact:

Funding of \$700,000 is available in the Water and Sewer Unappropriated Fund Balance and will be transferred and appropriated to a project for stated purpose. The remaining funding of \$800,000 is available in the Road Bond and will be appropriated to a project for stated purpose.

Strategic Priority:

STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Fiscal Year 2026 Citywide Paving and Drainage Project. Bid requests were issued to four hundred forty-three (443) contractors, fifty-three (53) viewed the bid request. We received two (2) bids. Staff recommends awarding the base bid items to the lowest responsive bidder, Reece Albert, Inc. Please see the attached memo from Rick Brown, Transportation Project Manager, for further information.

Therefore, please consider a resolution awarding a contract for Fiscal Year 2026 Citywide Paving and Drainage Project to Reece Albert, Inc. of San Angelo, Texas, for an amount not to exceed of \$1,500,000.00.

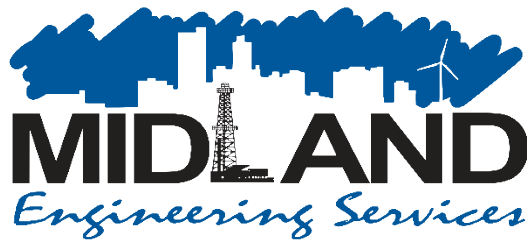
Attachments:

- A. Memo to Award Citywide Paving Project
- B. RESOLUTION - Award FY2026 Citywide Paving & Drainage Project w Exh

- C. EXHIBIT A - Bid Tab 26000735
- D. 26000735 Contract - Reece Albert

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

Created/Initiated - 1/29/2026
Approved - 1/29/2026
Approved - 1/29/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/4/2026



INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Ricky Brown, Transportation Project Manager

SUBJECT: FY2026 Citywide Paving and Drainage Project
Bid# 26000735; Recommend Award

DATE: January 6, 2026

CC: Abe Langston, Transportation Manager

The proposed Work provides for the furnishing of materials, equipment, labor, tools, power, and transportation necessary for the Miscellaneous Paving Program, together with other miscellaneous and appurtenant work. Included in this project will be miscellaneous earthwork, paving work and appurtenant work at various locations throughout the City of Midland. The exact scope of work will be determined based on the City's needs throughout the contract period. The extent of work will be based on the available contract amount and the unit prices agreed to upon award. Therefore, there are no maps and/or drawings with this bid request. All equipment, materials, installation, and testing for all items shall be in accordance with the City of Midland Standard Construction Details and Design Standards, unless otherwise noted or approved by the City of Midland or modified by these Special Provisions.

We have reviewed the bid tabulation for the FY2026 Citywide Paving and Drainage Project. Reece Albert, Inc. is the apparent low bidder and has a track record of successfully completing miscellaneous paving projects, together with other miscellaneous and appurtenant work across Texas. In addition, the unit prices appear to be in line with current pricing trends. Therefore, we are recommending award of the FY2026 Citywide Paving and Drainage Project to Reece Albert, Inc. for an amount not to exceed \$1,500,000.00.

Contract Preliminary Amount: \$700,000 - Funds are available in the Utilities fund unappropriated fund balance and will be appropriated and transferred to a project for this purpose. \$800,000 is available in the Road Bond and will be appropriated to a project for stated purpose.

Contract Amount Not to Exceed: \$1,500,000.00

RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT FOR THE
FISCAL YEAR 2026 CITYWIDE PAVING AND
DRAINAGE PROGRAM TO REECE ALBERT, INC. OF
SAN ANGELO, TEXAS, AT A TOTAL COST NOT TO
EXCEED \$1,500,000.00; APPROPRIATING FUNDS;
AND AUTHORIZING PAYMENT**

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Fiscal Year 2026 Citywide Paving and Drainage Program (the “Project”); and

WHEREAS, Bid No. 26000735 was opened on December 17, 2025, with the lowest responsible bidder being Reece Albert, Inc. of San Angelo, Texas (“Contractor”), having submitted a bid of \$11,567,375.04 to establish unit prices as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit A, shall not exceed \$1,500,000.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost not to exceed \$1,500,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the sum of \$700,000.00 shall be transferred and appropriated from the Water and Sewer Unappropriated Fund Balance to a project account for said Project, and the sum of \$800,000.00 shall be appropriated from the Road Bond to a project account for said Project.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract in an amount not to exceed \$1,500,000.00 from funds appropriated in accordance with Section Two hereof upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney

26000735 FY 2026 Citywide Paving and Drainage Project
Bid Opening: December 17, 2025

Total Cost				Reece Albert, Inc. \$11,567,375.04			permian paving inc \$12,943,750.00		
#	Items	Quantity Required	Unit	Unit Price	Percentage	Total Cost	Unit Price	Percentage	Total Cost
1									
#1-1	Clearing and Grubbing	10	ACRE	\$1,616.00	0	\$16,160.00	\$10,000.00	0	\$100,000.00
#1-2	Unclassified Excavation up to 1'	11,000	CY	\$46.47	0	\$511,170.00	\$25	0	\$275,000.00
#1-3	Common Embankment (95% Compaction)	25,000	CY	\$53.72	0	\$1,343,000.00	\$25	0	\$625,000.00
#1-4	Channel/Detention Basin excavation (Unclassified) >1'	40,000	CY	\$34.76	0	\$1,390,400.00	\$25	0	\$1,000,000.00
#1-5	Topsoil (imported, placed, and graded)	3,000	CY	\$55.45	0	\$166,350.00	\$135	0	\$405,000.00
#1-6	Final Grading/Fine Grading	16,000	SY	\$4.38	0	\$70,080.00	\$12.50	0	\$200,000.00
#1-7	Seeding/Hydro mulch/Erosion Control Blanket	21,000	SY	\$20.20	0	\$424,200.00	\$5.50	0	\$115,500.00
#1-8	Rock Riprap 18" (with geotextile)	400	SY	\$115.41	0	\$46,164.00	\$550	0	\$220,000.00
#1-9	Riprap 24" (With geotextile)	100	SY	\$155.06	0	\$15,506.00	\$550	0	\$55,000.00
#1-10	Geotextile Underlayment (Riprap)	400	SY	\$12.69	0	\$5,076.00	\$250	0	\$100,000.00
#1-11	Granular Filter/Bedding	24	CY	\$125.71	0	\$3,017.04	\$500	0	\$12,000.00
2									
#2-1	6" Prepared Subgrade (95% Modified Compaction)	1,000	SY	\$4.02	0	\$4,020.00	\$12.50	0	\$12,500.00
#2-2	8" Flexible Compacted Base (95% Modified Compaction)	10,000	SY	\$21.36	0	\$213,600.00	\$15.00	0	\$150,000.00
#2-3	12" Flexible Compacted Base (95% Modified Compaction)	10,000	SY	\$30.18	0	\$301,800.00	\$22.50	0	\$225,000.00
#2-4	Miscellaneous Concrete Demolition	5,000	SF	\$5.24	0	\$26,200.00	\$3.50	0	\$17,500.00
#2-5	Miscellaneous Excavation up to 1'	40,000	SF	\$1.34	0	\$53,600.00	\$1.65	0	\$66,000.00
#2-6	Full-Depth Removal (HMAC + Base Rock, 10" typical)	30,000	SY	\$14.54	0	\$436,200.00	\$12.50	0	\$375,000.00
#2-7	8" Road Base Repair (City Base)	150	SY	\$115.03	0	\$17,254.50	\$45.00	0	\$6,750.00
#2-8	Sawcut Asphalt (Full Depth)	1,350	LF	\$2.79	0	\$3,766.50	\$10.00	0	\$13,500.00
#2-9	Asphalt Removal / Milling (2-4")	45,000	SY	\$6.72	0	\$302,400.00	\$12.50	0	\$562,500.00
#2-10	Asphalt Removal / Milling (5-6")	40,000	SY	\$8.04	0	\$321,600.00	\$20.00	0	\$800,000.00
#2-11	Asphalt Removal/Milling (>6")	15,000	SY	\$13.63	0	\$204,450.00	\$25.00	0	\$375,000.00
#2-12	Remove Existing Asphalt Alleys	10,000	SY	\$6.98	0	\$69,800.00	\$12.50	0	\$125,000.00
#2-13	Prime Coat (measured prior to dilution)	19,000	GAL	\$7.50	0	\$142,500.00	\$12.00	0	\$228,000.00
#2-14	Tack Coat (measured prior to dilution)	4,750	GAL	\$6.16	0	\$29,260.00	\$12.00	0	\$57,000.00
#2-15	2" Type D Hot Mix Asphalt (Roadway and Parking lots)	10,500	TON	\$212.06	0	\$2,226,630.00	\$250.00	0	\$2,625,000.00
#2-16	3" Type C Hot Mix Asphalt (Roadway and Parking lots)	5,000	TON	\$215.47	0	\$1,077,350.00	\$250.00	0	\$1,250,000.00
#2-17	2" Type D Hot Mix Asphalt (Alleys)	1,100	TON	\$237.41	0	\$261,151.00	\$250.00	0	\$275,000.00
#2-18	Adjust Manhole to Grade (with TxDOT Class K concrete collar)	15	EA	\$3,400.00	0	\$51,000.00	\$4,500.00	0	\$67,500.00
#2-19	Adjust Valve Box to Grade (with TxDOT Class K concrete collar)	55	EA	\$1,300.00	0	\$71,500.00	\$4,500.00	0	\$247,500.00
#2-20	Traffic Control - Arterial Paving	90	PER DAY	\$2,260.00	0	\$203,400.00	\$500.00	0	\$45,000.00
#2-21	Traffic Control - Residential / Collector Paving	90	PER DAY	\$1,200.00	0	\$108,000.00	\$500.00	0	\$45,000.00
#2-22	Traffic Control - Alley Paving	90	PER DAY	\$600.00	0	\$54,000.00	\$500.00	0	\$45,000.00
#2-23	Traffic Control - Parking Lot Paving	90	PER DAY	\$400.00	0	\$36,000.00	\$500.00	0	\$45,000.00
#2-24	Thermoplastic Pavement Markings (Long-Line, TxDOT 666 Type I)	30,000	LF	\$4.38	0	\$131,400.00	\$4.50	0	\$135,000.00
#2-25	Thermoplastic Pavement Markings (Short-Line)	400	LF	\$80.81	0	\$32,324.00	\$4.50	0	\$1,800.00
#2-26	Thermoplastic Pavement Marking (Symbols)	20	EA	\$673.45	0	\$13,469.00	\$1,250.00	0	\$25,000.00
#2-27	Parking Lot Striping (Paint, Short Line for Parking Bays)	6,000	LF	\$1.86	0	\$11,160.00	\$3.50	0	\$21,000.00
#2-28	Rubber Parking Wheel Stops	250	EA	\$202.00	0	\$50,500.00	\$325.00	0	\$81,250.00
#2-29	Erosion & Sedimentation Controls (BMPs at inlets/gutters)	150	PER DAY	\$420.00	0	\$63,000.00	\$8,250.00	0	\$1,237,500.00
#2-30	Misc Type D HMAC Patching	15,000	SF	\$20.25	0	\$303,750.00	\$12.50	0	\$187,500.00
#2-31	Utility Cut Patching	35,000	SF	\$20.25	0	\$708,750.00	\$12.50	0	\$437,500.00
#2-32	Mobilization (TBD)	1	EA	\$45,000.00	0	\$45,000.00	\$7,500.00	0	\$7,500.00
3									
#3-1	Unskilled Labor	1	HR	\$32.00	0	\$32.00	\$450.00	0	\$450.00
#3-2	Skilled Labor	1	HR	\$45.00	0	\$45.00	\$1,000.00	0	\$1,000.00
#3-3	Backhoe with Operator	1	HR	\$205.00	0	\$205.00	\$2,500.00	0	\$2,500.00
#3-4	Front End Loader With Operator	1	HR	\$165.00	0	\$165.00	\$5,000.00	0	\$5,000.00
#3-5	Excavator with Operator	1	HR	\$430.00	0	\$430.00	\$15,000.00	0	\$15,000.00
#3-6	Motor Grader with Operator	1	HR	\$235.00	0	\$235.00	\$15,000.00	0	\$15,000.00
#3-7	12 Cubic Yard Dump Truck With Driver	1	HR	\$160.00	0	\$160.00	\$1,000.00	0	\$1,000.00
#3-8	Material Mark-up	1	%	\$0.00	25%	\$0.00	\$0.00	50%	\$0.00
#3-9	Supervisor	1	HR	\$145.00	0	\$145.00	\$3,500.00	0	\$3,500.00

Bid Summary

443 Bids were Issued
53 Document takers
0 No bids were received
2 Bids listed above
441 Bidders did not respond



THE CITY OF MIDLAND

CONTRACT

26000735

THIS CONTRACT, effective the 10th day of February 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Reece Albert, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** An amount not to exceed: \$ \$1,500,000.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the FY26 Citywide Paving & Drainage Program. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

2.1. The term of this Contract shall commence on the date it becomes effective and shall terminate on September 30, 2026, unless sooner terminated as provided in this Contract. CITY may, at its option, renew this Contract for up to two additional one-year terms, and each such renewal shall be for an amount not to exceed \$2,000,000.00. In order to exercise its renewal option, CITY shall give COMPANY notice of its intent to renew not less than 30 days prior to the expiration of the then-current term.

3. **City:** The words "CITY's Representative" or "representative" shall mean Gabe McClelland or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.
4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive

or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

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

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

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

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

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

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

8. INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

8.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND

FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding \$25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor

completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

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

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

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

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

SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Notary Public, State of _____



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

BID NO: 26000735

CLOSING DATE:

November 5, 2025

CLOSING TIME:

2: 00 PM

BIDS WILL BE RECEIVED UNTIL **2: 00 PM** on **11/5/25** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various Locations, Midland, TX**

DESCRIPTION

Labor, equipment, material, and supervision necessary to complete various projects for the **City of Midland FY 2026 Citywide Paving & Drainage Program** in accordance with the attached specifications.

TOTAL

NOTICE TO BIDDERS:

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

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

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

COMPANY NAME: REECE ALBERT, INC.

ADDRESS: 3001 FOSTER ST.

CITY: SAN ANGELO

PHONE NO: 325-653-1241

DELIVERY CAN BE MADE: AS PER CONTRACT DOCUMENTS

AUTHORIZED SIGNATURE: Mike Schmidt, Vice President

STATE: TX ZIP: 76903

EMAIL: mike@reecealbertinc.com

MIKE SCHMIDT



A Message for Our Vendors

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

Vision Statement

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

Mission Statement

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

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

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

Core Values

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

Vendor & Contractor Communication

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

Strategic Plan

1. Strong Economy with More Quality Jobs

- 1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
- 1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
- 1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
- 1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
- 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
- 1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
- 1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
- 1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
- 1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

- 2.1 Enhance public safety programs.
- 2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
- 2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
- 2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
- 2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
- 2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

- 3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
- 3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
- 3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
- 3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
- 3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
- 3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

- 4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
- 4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
- 4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
- 4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
- 4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

- 5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
- 5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
- 5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
- 5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
- 5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
- 5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
- 5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
- 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
- 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

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

6. Strengthen and Sustain Our Infrastructure

- 6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
- 6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
- 6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
- 6.4 Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
- 6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
- 6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.
- 6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

FY 2026 Citywide Paving & Drainage Program – Special Provisions

1. General

This contract is intended as an on-call, “not to exceed” unit-price agreement for paving services throughout the City of Midland. Work may include residential, collector, arterial, alley, and parking lot pavement rehabilitation and related items. All work shall conform to the City of Midland Standard Specifications and Design & Construction Standards, unless otherwise noted.

The Contractor is reminded that this project is located in an urban environment; trees and overhead utility lines are common. The Contractor shall provide the proper equipment to complete the work in the urban environment.

2. Notifications

Contractor shall provide and distribute notice to all impacted businesses, residents, and property owners at least three (3) days prior to beginning work—including excavations and manhole and water valve adjustments. Any impacted schools or other essential service institutions (hospitals, police/fire stations, etc.) shall be notified seven (7) days prior to the beginning of work—including excavations and manhole and water valve adjustments.

Contractor shall directly contact and coordinate work schedules with specifically affected entities, such as schools, businesses, and essential service institutions. If work spans multiple days, contractor shall coordinate with the institution to accommodate critical activities.

Paving Near Schools or Essential Service Institutions: Contractor shall make every effort to minimize disruption to activities and prioritize safety around schools and essential service institutions. Whenever possible, schedule paving near schools during holidays, breaks, or weekends. Emergency access for fire, police, and EMS must be maintained at all times.

A traffic control plan for each phase of any job requiring TC shall be submitted to the City of Midland’s Traffic Division 48 hours prior to the beginning of work.

3. Environmental Protection

Contractor shall provide and maintain erosion & sedimentation controls (BMPs) at inlets, gutters, and other sensitive areas in accordance with TCEQ requirements. Dust and noise mitigation measures are required, especially near schools, hospitals, or essential service institutions. BMPs must remain in place until disturbed areas are stabilized.

4. Final Cleanup

At the conclusion of construction activity, the Contractor shall restore all disturbed areas to preexisting or better condition. This includes street sweeping, removal of construction debris, and restoration of adjacent surfaces. Final cleanup is subsidiary to other bid items.

5. Earthwork and Basin Construction

Excavation: Contractor shall perform all excavation for detention and retention basins. Excavation shall be unclassified and include removal of rock, soil, and unsuitable material. All excavated materials shall be hauled off and disposed of at the Contractor's expense and shall be incidental to the excavation. No additional pay item shall be made for removal and disposal of excavated materials.

Disposal: Excess material shall be hauled off and disposed of at an approved site. No side-casting or dumping within City right-of-way without written approval.

Compaction: Embankment fill shall be placed in lifts and compacted to 95% modified Proctor density.

Topsoil and Grading: Contractor shall place and grade topsoil to a uniform depth of 4" minimum across all disturbed surfaces.

Erosion Control: Contractor shall provide temporary and permanent erosion control measures including hydro mulch, seed, and erosion control blankets. All measures shall comply with TCEQ requirements.

Utility Coordination: Contractor shall coordinate with franchise utilities prior to excavation in basin areas to identify and protect any utility crossings.

Seeding/Hydro-mulch/Erosion Control Blankets: Shall include furnishing and applying seed, fertilizer, hydromulch, and erosion control blankets as required to establish permanent vegetation on all disturbed areas, including basin floors, side slopes, embankments, and tie-ins. Work shall conform to TxDOT Items 164, 166, and 168, and City of Midland standards.

Application rates shall follow the approved seed mix table below, with mulch applied at 2,000–3,000 lb/acre and fertilizer applied per specification. All work shall include surface preparation, watering, and maintenance until vegetation is established. Measurement will be by the square yard of surface area treated.

Approved TxDOT Seed Mix (for Midland Region)

Season	Seed Type / Blend	Application Rate (PLS)	Notes
Warm Season	Common Bermuda Grass	1.0 lb/1,000 SY (≈50 lb/acre)	Primary warm-season cover
	Native Grasses (Blue Grama, Sideoats Grama, Green Sprangletop, Indiangrass)	5.0 lb/acre (combined)	Native stabilization
Cool Season	Annual Ryegrass	5.0 lb/1,000 SY (≈220 lb/acre)	Used for quick cool-season cover; not permanent

Notes:

- Use Bermuda + natives during planting windows **April–September**.
- Use Ryegrass during **October–March** for temporary cover; overseed with warm-season mix when season allows.
- All seed must meet TxDOT purity and germination requirements.

Rock Riprap:

- **Gradation:** “well-graded 6–18 in. stone,” with fines limited; max piece ≤ 24 in. (Equivalent to a D50 ≈ 9–12 in.)
- **Thickness:**
 - o Standard: 18 in. (most outfalls/side slopes)
 - o High-energy aprons/steep slopes or velocities > 8 fps: 24 in.
- **Filter system (required):**
 - o Nonwoven geotextile, 8 oz/yd² (or approved filter/bedding layer).
 - o Where soils are very silty, place 4–6 in. granular filter/bedding (No. 57 or similar) over fabric before rock.
- **Toe & termination details:**
 - o Toe trench: 12–18 in. deep (or 1× layer thickness) at the downslope edge and at outfall apron perimeter.
 - o Embed at edges and return riprap up the side 1–2 ft to prevent outflanking.
- **Coverage:** extend downstream aprons 6–10× pipe diameter (typical rule-of-thumb) when you don’t have a hydraulic calc; widen to 3–4× pipe width at the end for energy dissipation.

6. Street/Alley Paving

Work shall include milling the existing asphaltic pavement to a nominal depth of between 2 - 3 inches in depth, blading and/or cleaning the underlying surface, spraying a prime-coat, repaving the roadway with 2 inches minimum of Ty. D HMAC, applying new reflectorized pavement markings (if needed), and the work zone traffic control necessary to complete all phases of the project. Work shall also include the adjustment of water valve covers and manhole lids to the surface elevation and installing concrete collars. All work shall be completed according to the City of Midland Standard Specifications and Design & Construction Standards, unless otherwise noted.

Testing—it is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing shall be borne solely by the Contractor. The cost of testing rework resulting from a failed test will also be borne by the Contractor. Contractor's cooperation will be required for material sampling by the City's material testing consultant.

Contractor shall share all testing results with the Project Manager (Rick Brown: rbrown@midlandtexas.gov).

Required Testing and Proof of Reporting Will Include:

BASE—all base surfaces shall be proof rolled in accordance with City of Midland standards with a City employee present at all times. All areas identified as failing during proof rolling shall be repaired in a method approved by the Project Manager. Examples of areas that may need repair: road base that has been compromised by either moisture or tree roots or any other areas that, in the opinion of the Project Manager, need to be removed and replaced.

Asphalt Hot-Mix—a Nuclear Gage Density Test will be required for every 250 linear feet of asphalt pass. The acceptable field density range for construction of this project shall be 93% - 98% with a target density of 96.5%. Test results shall be given to the Project Manager upon completion of each test.

Paving Near Schools or Essential Service Institutions

Contractor shall make every effort to minimize disruption to activities and prioritize safety around schools and other essential service institutions. Whenever possible, schedule paving near schools during holidays or periods of minor activity.

- **Special Notification:** Notify the impacted school administration or institution at least seven (7) days before the start of work
- **Coordination:**
 - o Coordinate with the institution to understand peak hours, bus schedules and routes, and any specific needs.
 - o Schedule work during off-peak hours to minimize disruption, preferably during school breaks or weekends.

- o If work spans multiple days, coordinate with the institution to accommodate critical activities and stagger work as needed.
- **Emergency Access:** Ensure that clear access for emergency vehicles is maintained at all times.
- **Traffic Control:**
 - o Employ trained flaggers to control traffic and ensure the safety of pedestrians and vehicles if work is conducted during school operational hours.
 - o Set up clear, safe pathways for pedestrians and students crossing the work zone.
- **Environmental Measures:** Implement measures to control dust and noise, particularly during operational hours.
- **Heavy Equipment Restrictions:** Limit heavy equipment operations during drop-off and pick-up times.
- **Prompt response:** Address any concerns from the institution, nearby residents, or property owners promptly.

Traffic Control—proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic. Access to properties adjacent to the work zone shall be maintained at all times unless otherwise directed by City staff. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets. If the milled area is opened to traffic, it will be the contractor's responsibility to provide and place temporary flexible-reflective road marker tabs designating lane lines.

The contractor shall place ramps, as directed by City staff, to provide for a smooth transition from existing pavement to the milled surface.

Residential streets and minor collectors may be closed when workers are present; however, access to properties adjacent to the work zone shall be maintained at all times. No more than two consecutive adjacent roadways shall be closed during the paving project. Streets receiving Mill and Inlay shall be opened to local traffic when workers are not present.

For the entire paving project, the maximum length under construction at any time shall not exceed one mile, or the distance between two arterials.

A traffic control plan for each phase of the project shall be submitted to the City of Midland's Traffic Division 48 hours prior to the beginning of construction.

If the contractor elects to remove the cast iron features at water valves and sewer manholes prior to the removal of pavement, two-way traffic shall be maintained, and all holes shall be filled with material suitable for vehicular traffic. The adjustment of water valve covers and manhole lids to match the new pavement will require a traffic control plan separate from the plan submitted for the Mill and Inlay phase. Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Division.

Stop equipment for traffic when crossing any traffic lanes. Lane closures in accordance with TMUTCD shall be used on arterial roadways adjacent to streets being paved when needed.

Place orange fencing around sidewalk, wheelchair ramps, and other pedestrian areas that pose a hazard to pedestrian traffic.

Existing Infrastructure—all existing manholes and valves shall be adjusted to finished roadway elevation, matching the finished cross-slope including concrete collars as per standard city specifications.

It shall be the responsibility of the contractor to protect cast iron features, not planned for replacement, from damage which may occur during construction. The contractor shall replace or repair, as directed by the Project Manager, any structures damaged during the life of the contract. No payment will be made for repair or replacement of damaged items.

Two-way traffic shall be maintained while adjustments are being made to cast iron features. All holes resulting from the initial lowering of manholes and valves shall be filled with material suitable for vehicular traffic. **The adjustment of water valve covers and manhole lids to match the new pavement will require a traffic control plan separate from the plan submitted for paving operations.**

Replacement of cast iron ring & cover and valve boxes shall be accomplished by removing all necessary concrete/asphalt and salvaging the existing R&C or valve box (prior to the milling operation). Upon completion of the removal, the affected areas shall be plated and prepared for asphalt placement. Once the asphalt surface course has been completed, the asphalt shall be saw cut and the R&C or valve box adjusted to the appropriate grade and constructed in accordance with the following standard: Concrete around manholes shall be at least 4'x4' in a diamond shape (a square turned 45 degrees to the flow of traffic). Concrete around valve boxes shall be at least 2'x2'.

NOTE—Manhole/Valve Concrete: Concrete used for manholes and valves shall be in accordance with TxDOT standard specifications for Item 421 "Hydraulic Cement Concrete." Concrete used shall be TxDOT Class K with 3 pounds of TxDOT fiber per cubic yard. Valves and Manholes adjusted with this concrete can be opened to traffic after a 24-hour cure time.

Milling and Cleaning of Existing Pavement—mill designated area to a depth of 2" – 3" using a self-propelled asphalt planer. Care should be taken to ensure that the specified depth and cross-slope is maintained. Perform milling operation, including removal of the milled material, in a manner that prevents dust and other particulate matter from escaping into the air.

- All asphalt millings generated from City projects shall become the property of the City of Midland unless otherwise directed.
- The Contractor shall load, haul, and deliver millings to the City's stockpile location located at 1924 E. Cuthbert Ave.
- The Contractor shall provide a wheel loader onsite at the stockpile location to push, place, and manage the material into orderly piles.
- In cases where the City elects not to retain the millings, the Contractor shall haul off and dispose of all millings at an approved disposal site at the Contractor's expense.
- No separate payment will be made for hauling the millings or furnishing the wheel

loader or disposal of the millings. All costs for this work shall be subsidiary to the milling pay item.

Ensure that the milled area is free from gouges, continuous grooves, ridges, and delaminated areas and has a uniform texture. Correct deviations greater than ¼ inch in 16 ft. measured longitudinally or greater than ¼ inch over the entire width of the cross-section. Correct by loosening, adding, or removing material and recompact, as necessary. If pavement below the specified milling level becomes dislodged or delaminated, remove and replace. When the underlying rock base is exposed after milling, the surface shall be finished to a smooth surface by blading, watering, and compacting. All milled surfaces shall be proof – rolled in accordance with standard city specifications prior to the application of a tack coat. All areas identified as failing during proof – rolling shall be repaired prior to paving.

Except where concrete valley gutters exist, saw cut at the limits of paving at intersections and at other limits requiring a neat edge between new and existing pavement. Blade and/or clean with mechanical sweeper the milled area before opening to traffic or before the subsequent tack coat and resurfacing.

When the milled surface is opened to traffic a “wedge” of material shall be placed longitudinally between lanes, at intersections, and at driveways. The “wedge” shall be removed and properly disposed of prior to paving operations. Material will be approved by the Project Manager. This work will not be paid for directly but is subsidiary to various bid items. At transverse edges of milled areas, provide a smooth transition from the milled surface to the existing pavement.

Tack Coat—Uniformly spray **trackless tack coat** using materials and methods outlined in the City of Midland Standard Specifications. Asphalt material Trackless Tack (SS-1H, CSS-1H, or approved polymer-modified emulsion) Spray rate: 0.04—0.08 gal/sy.

- Apply tack coat to all longitudinal and transverse joints, as well as between lifts of hot mix asphalt.
- Correct uncoated or lightly coated areas to ensure complete coverage.
- Blot areas showing an excess of tack coat with sand or similar material and remove blotting material before paving.
- The use of conventional (tracking) tack materials will not be permitted unless specifically approved by the Project Manager.

Prime Coat—prime coat shall be placed as per standard city specifications on top of all prepared base course surfaces. Use AE-P (asphalt emulsion for prime or AEP (asphaltic emulsion prime). **Spray rate: 0.2—0.3 gal/sy**. Prime coat shall be measured by the gallon **before** dilution. Water will not be included in the measurement for payment.

Paving with Hot Mix Asphaltic Concrete— For all roads to receive 5” of asphalt: install a 3-inch Ty. C hot mix asphaltic concrete intermediate course at selected roadways according

to the City of Midland's Standard Specifications and Design and Construction Standards, unless otherwise noted.

For all surfaces (top course for 5" paving): install a 2-inch minimum Ty. D hot mix asphaltic concrete surface course according to the City of Midland's Standard Specifications and Design and Construction Standards, unless otherwise noted.

Before paving, the existing surface shall be sawcut at least 6 inches beyond all sides of the milled area, or the limits of broken or undermined pavement. Square off edges of the surface pavement to a 90-degree angle to the underlying surface. Offset the joint in the surface course from the lane lines by 6 inches. When constructing a joint between lanes of opposing traffic, offset the joint by 6 inches into either lane.

At crowned roadway sections, the proposed pavement elevation shall be flush with the existing curb to allow for positive drainage to the curb flowline. At inverted roadway sections, the proposed pavement elevation shall also be flush with the existing curb to allow for positive drainage.

After paving, the contractor shall place temporary flexible-reflective road marker tabs designating lane lines.

Joints—all longitudinal pavement joints shall be offset from any traffic wheel paths. Transverse pavement joints shall only be permitted at intersections.

Contractor shall seal all concrete and pavement joints with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 seal and, an American Society for Testing and Materials (ASTM) D 1190 hot-applied single component joint sealant, or a City of Midland approved equal. This does not include pedestrian access ramps or sidewalks.

If applicable, Contractor shall use and place approved expansion joint material between the existing curb and any proposed new curb.

Reflectorized Pavement Markings—if required to remove existing pavement markings and markers, Contractor is to repair excessive damage to the pavement with an approved material at the Contractor's expense. When required, removed pavement markers will be disposed of properly. The Contractor shall be responsible for the maintenance of temporary marker tabs while applied. The Contractor shall also be responsible for the removal and proper disposal of temporary marker tabs from the project in coordination with the placement of new permanent markings.

Non-removable work zone pavement markings will be painted in accordance with Item 666, Type II, or other approved materials of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition.

Apply thermoplastic Type I reflectorized pavement markings for long-line markings in accordance with Item 666 of the Texas Department of Transportation's Standard

Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition. Short-line and symbol markings shall be thermoplastic in accordance with item 666, Type I, or Item 668 of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition.

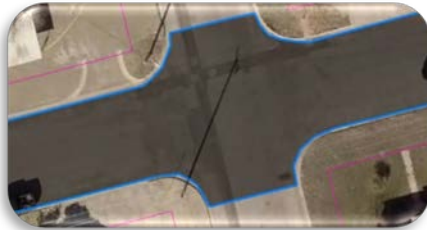
The contractor shall replace temporary road marker tabs as necessary throughout the project until permanent pavement markings are installed and shall remove all tabs with installation of permanent markings.

The placement and maintenance of temporary pavement markings shall be incidental to other items in this project. No payment shall be made for the placement of temporary pavement markings.

Final Cleanup—Contractor shall make all reasonable effort to clean and restore project site to original or better condition at the conclusion of construction activity. This includes but is not limited to street sweeping and other sediment removal, and the removal of construction material and debris.

After construction, restore adjacent surfaces to a condition approved by the Project Manager. This work is subsidiary to mobilization.

Intersections—except where concrete valley gutters are in place (or unless otherwise specified), paving at all intersecting streets will be through the end of radius (ER).



City and TXDot/County Street Intersections—Contractor shall pave to the curb line of any intersecting state or county roads (unless otherwise specified).



Miscellaneous Patching—Miscellaneous patching shall include localized asphalt pavement repairs at various locations as directed by the City. Work may include concrete work tie-ins, removal and replacement of failed asphalt, isolated surface deficiencies, or damaged pavement areas resulting from utility or drainage work. Patching depths will vary depending on the existing pavement thickness but will typically range from 2 to 3 inches. All patches shall be neatly cut, properly tacked, and replaced with hot mix asphalt compacted to match the surrounding surface elevation, grade, and texture.

- When existing pavement thickness exceeds the typical 2–3 inches, or where patch areas are substantially larger than standard localized repairs, the City may authorize that such work be priced on a case-by-case basis. These patches may be paid on a lump sum basis or by an agreed unit rate as negotiated between the City and the Contractor. Any such negotiated amount must be approved in writing by the City prior to the start of work.

7. Parking Lot Paving

Parking lot paving shall be included as part of this contract to allow the City to complete asphalt rehabilitation, reconstruction, and improvements in municipal and public parking facilities. All work shall conform to the City of Midland Standard Specifications and Design & Construction Standards, unless otherwise noted.

Parking lot paving requires tighter grading tolerances and slope control to prevent ponding. Contractor shall verify that all finished grades provide a minimum slope of 1% and a maximum slope of 5% to ensure positive drainage.

All pavement markings for parking bays shall be applied using traffic-grade pavement marking paint in accordance with TxDOT Item 666. Paint shall be either waterborne or solvent-based, specifically formulated for exterior asphalt or concrete surfaces, and capable of withstanding traffic, weather, and ultraviolet exposure. The contractor shall apply paint at the manufacturer's recommended coverage rate and thickness on clean, dry pavement using approved striping equipment to produce sharp, uniform lines. Layout shall conform to the City's standard parking configuration unless otherwise directed.

All ADA-compliant stall layouts, striping, and symbols shall be installed in accordance with Texas Accessibility Standards (TAS). This includes placement of ADA signage, striping of crosshatch aisles, and appropriate pavement markings.

Traffic control for parking lots shall be site-specific and include closure of drive aisles, barricades, pedestrian detours, and protection of adjacent businesses and public facilities.

8. Utility Cut Patching

Description-This work shall consist of restoring pavement surfaces following utility excavations by saw cutting, removing temporary backfill, and patching with hot mix asphalt concrete (HMAC) in accordance with City of Midland standards. The objective is to achieve a restoration equal to or greater than the strength and ride quality of the adjacent pavement.

- **Materials:**
 - Hot mix asphalt: City mix design.
 - Tack Coat: Asphalt tack coat per TxDOT Item 3077, applied between lifts and at vertical joints.
- **Construction Methods:**
 - Saw Cutting: Pavement shall be saw cut to neat, straight lines at least one (1) foot beyond trench edges, full-depth of the existing asphalt.
 - Jagged, broken, or irregular edges are not permitted.
 - Excavation (removal of temporary backfill): Remove temporary backfill material to a depth of the surrounding asphalt section (typically 2-3 inches).
 - Ensure trench base layer is clean and stable prior to patching.
 - Protect adjacent pavement and utilities during removal.
 - Asphalt Patching: Place HMAC in lifts not exceeding 2".
 - Compact each lift to 92-96% of theoretical maximum density (TxDOT test methods).
 - Finish surface course shall be Type D HMAC, 2" minimum thickness, matching the surrounding grade.
 - Transitions must be smooth; no vertical edges greater than 1/4" permitted.
 - Surface Restoration and cleanup: Final patch must be flush with adjacent pavement without depressions, humps, or raveling.
 - Tack coat shall be applied between lifts and at all vertical joints to ensure bonding.
 - Longitudinal joints shall be offset from wheel paths.
 - The patched surface and surrounding jobsite shall be swept clean, and all debris, excess asphalt, or temporary materials removed from the site.
 - The work area shall be left in a condition equal to or better than the surrounding roadway.
 - Large or Deep Utility Cut Patches
 - For locations where the existing pavement thickness exceeds the typical 2–3 inches or where the size of the patch area is substantially greater than a standard utility cut, the City may authorize pricing to be negotiated on a case-by-case basis. Such patches may be paid on a lump sum basis or by an agreed unit rate to reflect the additional material, labor, and equipment required. Any such negotiated amount shall be approved in writing by the City prior to performance of the work.

9. Pay Item Notes

1. Clearing and Grubbing - Shall include removal and disposal of vegetation, roots, stumps, organic material, and unsuitable debris within the designated limits. Payment shall be by the acre.

2. Unclassified Excavation (for jobs that don't include concrete/asphalt items) up to 1'
- Shall include excavation of all materials (soil, rock, unsuitable) regardless of type. Includes loading, hauling, and removal as required. Measured by cubic yards.

3. Common Embankment (95% Compaction) - Shall include placement of approved material in controlled lifts compacted to 95% modified Proctor. Includes moisture conditioning, hauling, and placement. Measured by cubic yard.

4. Channel/Detention Basin Excavation (Unclassified) >1' - Shall include all excavation necessary to construct channels, retention, or detention basins to lines and grades shown. Includes hauling within site, shaping, and moisture conditioning. Measured by cubic yard.

5. Topsoil (imported, placed, and graded) - Shall include import, placement, and fine grading of topsoil to a uniform depth as directed. Measured by cubic yard.

6. Final Grading/Fine Grading - Shall include blading, trimming, and shaping surfaces to final lines and grades to prepare for seeding, paving, or other finish work. Measured by square yard.

7. Seeding/Hydro mulch/Erosion Control Blanket - Shall include furnishing and applying seed, fertilizer, hydro mulch, and erosion control blankets as required to establish permanent vegetation on all disturbed areas, including basin floors, side slopes, embankments, and tie-ins. Work shall conform to TxDOT Items 164, 166, and 168, and City of Midland standards. Measured by square yard of surface area treated.

8. & 9. Rock Riprap, 18"/24" Thick - Shall include furnishing and placing well-graded rock meeting the specified size, to the plan thickness, on geotextile underlayment; includes shaping, keying a toe trench (12-18 in.), and edge returns to prevent outflanking. Measurement by SY in place.

10. Geotextile Underlayment – Nonwoven geotextile (min. 8 oz/yd²) under riprap; overlaps 18 in. minimum; measured by SY.

11. Granular Filter/Bedding, 6" - 4-6 in. layer of clean, free-draining aggregate between fabric and riprap where specified; measured by CY.

12. 6" prepared Subgrade (95% Modified Compaction) - Shall include scarifying, moisture conditioning, and compacting subgrade to 95% modified Proctor.

13. 8" Flexible Compacted Base (95% Modified Compaction) - Shall include placement and compaction of 8" flexible base material to 95% modified Proctor.

14. 12" Flexible Compacted Base (95% Modified Compaction) – Shall include placement and compaction of 12" flexible base material to 95% modified Proctor.

15. Miscellaneous Concrete Demolition – Shall include removal and disposal of concrete (sidewalk, pads, etc.) as directed.

16. Miscellaneous Excavation up to 1' - Shall include excavation not exceeding 1' depth for localized repairs or grade adjustments.

17. Full-Depth Removal (HMAC + Base Rock, 10" typical) – 1. Shall include the necessary equipment, labor, and materials to remove areas as noted by the City Representative. All areas noted for removal shall be excavated prior to the milling operation. Additional areas may be noted by the City representative after the milling operation. All excavation shall be a nominal depth of 10" (HMAC + Base Rock). Unit payment shall be by square yards excavated.

18. 8" Road Base Repair (City Base) - Shall include the necessary equipment, labor, and materials to remove and replace failed or pumping areas noted by the City representative with base rock. Examples of areas that may need repair are road base that has been compromised by either moisture or tree roots or any other areas that, in the opinion of the Project Manager, need to be removed and replaced. In areas of full-depth removal, prime will be required. AE-P and CSS-1H are both acceptable. Unit payment shall be square yards.

19. Sawcut Asphalt (Full Depth) – Shall include the necessary equipment, labor, and material to saw cut asphalt to full depth for removal and replacement for patching and/or larger spot/utility repairs. Unit payment shall be linear foot. All other saw cuts for larger paving operations are subsidiary to Hot Mix Asphalt Paving Items.

20. Asphalt Removal/Milling (2-4") - Shall include the equipment, labor, and materials to mill and dispose of asphalt to a nominal depth of 2-4". Unit payment shall be by the square yards milled.

21. Asphalt Removal/Milling (5-6") - Shall include the equipment, labor, and materials to mill and dispose of asphalt to a nominal depth of 5-6". Unit payment shall be by the square yards milled.

22. Asphalt Removal/Milling (>6") – Shall include the equipment, labor, and materials to mill and dispose of asphalt greater than 6". Unit payment shall be by the square yards milled.

23. Remove Existing Asphalt Alleys – Shall include complete removal and disposal of asphalt surface in alleys.

24. Prime Coat (measured prior to dilution) – Shall include furnishing and applying asphaltic prime coat to prepared base. Application rate not to exceed 0.3 gal/sy.

25. Tack Coat (measured prior to dilution) - Shall include furnishing and applying tack coat uniformly to asphalt surfaces and joints. Application rate not to exceed 0.08 gal/sy.

26. 2" Type D Hot Mix Asphalt Surface Course - measured by the ton for street, alley, and parking lot projects. Unit payment shall not exceed 10% of the calculated yield without Project Manager approval.

27. 3" Type C Hot Mix Asphalt Intermediate Course – Measured by the ton for street paving projects. Unit payment shall not exceed 10% of the calculated yield without Project Manager approval.

28. 2" Type D Hot Mix Asphalt (Alleys) – Shall include furnishing, hauling, placing, and compacting 2" of Type D hot mix asphalt in alleyways. Includes cleaning and preparing the surface, applying tack coat, and achieving specified density. All work shall conform to City of Midland standards. Payment shall be by the ton placed and accepted. Unit payment shall not exceed 10% of the calculated yield without Project Manager approval.

29. Adjust Manhole to Grade (with TxDOT Class K concrete collar) - Shall include raising/lowering and collar installation to match finished grade.

30. Adjust Valve Box to Grade (with TxDOT Class K concrete collar) - Shall include raising/lowering valve box and collar installation to finished grade.

31. Traffic Control – Arterial/Major Collector – Shall include furnishing, installing, maintaining, and removing all necessary traffic control devices, signs, cones, barricades, and flagging in accordance with the latest Texas MUTCD and City of Midland requirements. Measurement shall be by each day traffic control is in place and accepted by the City. Includes all labor, materials, and equipment necessary for safe operation of the work zone.

32. Traffic Control – Residential / Collector - Shall include furnishing, installing, maintaining, and removing all necessary traffic control devices, signs, cones, barricades, and flagging in accordance with the latest Texas MUTCD and City of Midland requirements. Measurement shall be by each day traffic control is in place and accepted by the City. Includes all labor, materials, and equipment necessary for safe operation of the work zone.

33. Traffic Control – Alley - Shall include furnishing, installing, maintaining, and removing all necessary traffic control devices, signs, cones, barricades, and flagging in accordance with the latest Texas MUTCD and City of Midland requirements. Measurement shall be by each day traffic control is in place and accepted by the City. Includes all labor, materials, and equipment necessary for safe operation of the work zone.

34. Traffic Control - Parking Lot - Shall include furnishing, installing, maintaining, and removing all necessary traffic control devices, signs, cones, barricades, and flagging in accordance with the latest Texas MUTCD and City of Midland requirements. Measurement shall be by each day traffic control is in place and accepted by the City. Includes all labor, materials, and equipment necessary for safe operation of the work zone.

35. Thermoplastic Pavement Markings (Long-Line, TxDOT 666 Type I) - Shall include installation of long-line thermoplastic pavement markings.

36. Thermoplastic Pavement Markings (Short-Line) - Shall include installation of short-line thermoplastic pavement markings.

37. Thermoplastic Pavement Marking (Symbols) - Shall include installation of thermoplastic pavement symbols (arrows, ADA, etc.).

38. Parking Lot Striping (Paint, Short Line for Parking Bays) - Shall include furnishing and applying white or yellow pavement marking paint in accordance with TxDOT Item 666. This item applies to short-line markings used to delineate parking bays, stalls, and related short segments less than 50 feet in length. The contractor shall use traffic-grade waterborne or solvent-based pavement marking paint, applied uniformly at the manufacturer's recommended thickness. All surfaces shall be clean, dry, and free of debris prior to application. Color, layout, and line width shall conform to City direction and standard parking configurations (typically 4-inch width). The price shall include surface cleaning, layout, equipment, paint, application, and incidentals necessary to produce finished, durable striping. Measurement will be by the linear foot (LF) of line placed, complete and in place.

39. Rubber Parking Wheel Stops - Shall include furnishing and installing rubber parking stops anchored in place.

40. Erosion & Sedimentation Controls (BMPs at inlets/gutters) - Shall include furnishing, installing, maintaining, and removing all required best management practices (BMPs) such as silt fence, inlet protection, check dams, and stabilized entrances, in accordance with the TCEQ Construction General Permit and City of Midland requirements. Measurement will be by each day that erosion control measures are in place and actively maintained under City direction. Payment includes all materials, labor, maintenance, and removal upon project completion.

41. Miscellaneous Type D HMAC Patching - Shall include removal of old material and placement of Type D HMAC for patching.

42. Utility Cut Patching - Shall include saw cutting, removal of temporary backfill, tack, HMAC placement, compaction, and cleanup. No separate payment will be made for traffic control which shall be incidental. Payment will be measured by the square foot (SF) of the surface area restored, complete in place.

43. Mobilization - Shall include all labor, materials, equipment, transportation, and incidentals required to mobilize and demobilize for each individual project issued under this contract. Mobilization shall include, but not be limited to: moving personnel, equipment, and supplies to and from the site; establishing temporary facilities; setup and removal of small tools and support equipment; and all related costs necessary to begin and complete the work.

Payment will be made **once per authorized project** when mobilization is complete and the contractor is prepared to begin physical work. No additional payment will be made for partial mobilizations or multiple trips to the same work site unless specifically authorized by the City.

BID SCHEDULE

FY 2026 Midland Citywide Paving & Drainage Program

The proposed Work provides for the furnishing of materials, equipment, labor, tools, power, and transportation necessary for the Miscellaneous Paving Program, together with other miscellaneous and appurtenant work. Bids will be received on a unit price basis. The intent of the proposal is to determine the low bidder based on the total of the quantities and unit prices. Once a low bidder is selected, the project will be awarded for an amount not to exceed \$1,500,000.00.

The initial term of the contract shall be from the date of award until September 30, 2026. If the Owner and Contractor agree in writing, the contract may be renewed for up to two additional one-year terms (October 1, 2026 to September 30, 2027; and October 1, 2027 to September 30, 2028). Each annual renewal will be in an amount not to exceed \$2,000,000.00. The exact value of tasks assigned under the annual contract renewals, if any, shall be determined by the City based on available funds, as authorized by the City Council.

Upon renewal of the contract, the Contractor may submit a written request for adjustment of unit prices to account for changes in material, labor, or equipment costs. Any proposed escalation must be fully justified and is subject to review and approval by the City prior to renewal. The City reserves the right to accept, negotiate, or reject any proposed unit price adjustments.

Included in this project will be miscellaneous earthwork, paving work and appurtenant work at various locations throughout the City of Midland. The exact scope of work will be determined based on the City's needs throughout the contract period. The extent of work will be based on the available contract amount and the unit prices agreed to upon award. Therefore, there are no maps and/or drawings with this bid request. All equipment, materials, installation, and testing for all items shall be in accordance with the City of Midland Standard Construction Details and Design Standards, unless otherwise noted or approved by the City of Midland or modified by these Special Provisions.

A Mobilization pay item has been added to provide equitable compensation for each discrete project assigned under this on-call contract. Mobilization will be paid once for each authorized project and is intended to cover the contractor's costs for transporting equipment, materials, and personnel to and from the job site, establishing the work zone, and preparing for construction activities.

Earthwork (Non-Paving)

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Clearing and Grubbing	ACRE	10	<u>\$1,616.00</u>	<u>\$16,160.00</u>
2	Unclassified Excavation up to 1'	CY	11,000	<u>\$46.47</u>	<u>\$511,170.00</u>
3	Common Embankment (95% Compaction)	CY	25,000	<u>\$53.72</u>	<u>\$1,343,000.00</u>
4	Channel/Detention Basin excavation (Unclassified) >1'	CY	40,000	<u>\$34.76</u>	<u>\$1,390,400.00</u>
5	Topsoil (imported, placed, and graded)	CY	3,000	<u>\$55.45</u>	<u>\$166,350.00</u>
6	Final Grading/Fine Grading	SY	16,000	<u>\$4.38</u>	<u>\$70,080.00</u>
7	Seeding/Hydro mulch/Erosion Control Blanket	SY	21,000	<u>\$20.20</u>	<u>\$424,200.00</u>
8	Rock Riprap 18" (With geotextile)	SY	400	<u>\$115.41</u>	<u>\$46,164.00</u>
9	Riprap 24" (With geotextile)	SY	100	<u>\$155.06</u>	<u>\$15,506.00</u>
10	Geotextile Underlayment (Riprap)	SY	400	<u>\$12.69</u>	<u>\$5,076.00</u>
11	Granular Filter/Bedding	CY	24	<u>\$125.71</u>	<u>\$3,017.04</u>

Paving Items

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
12	6" Prepared Subgrade (95% Modified Compaction)	SY	1,000	<u>\$4.02</u>	<u>\$4,020.00</u>
13	8" Flexible Compacted Base (95% Modified Compaction)	SY	10,000	<u>\$21.36</u>	<u>\$213,600.00</u>
14	12" Flexible Compacted Base (95% Modified Compaction)	SY	10,000	<u>\$30.18</u>	<u>\$301,800.00</u>
15	Miscellaneous Concrete Demolition	SF	5000	<u>\$5.24</u>	<u>\$26,200.00</u>
16	Miscellaneous Excavation up to 1'	SF	40,000	<u>\$1.34</u>	<u>\$53,600.00</u>
17	Full-Depth Removal (HMAC + Base Rock, 10" typical)	SY	30,000	<u>\$14.54</u>	<u>\$436,200.00</u>
18	8" Road Base Repair (City Base)	SY	150	<u>\$115.03</u>	<u>\$17,254.50</u>
19	Sawcut Asphalt (Full Depth)	LF	1,350	<u>\$2.79</u>	<u>\$3,766.50</u>
20	Asphalt Removal / Milling (2-4")	SY	45,000	<u>\$6.72</u>	<u>\$302,400.00</u>
21	Asphalt Removal / Milling (5-6")	SY	40,000	<u>\$8.04</u>	<u>\$321,600.00</u>

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
22	Asphalt Removal/Milling (>6")	SY	15,000	<u>\$13.63</u>	<u>\$204,450.00</u>
23	Remove Existing Asphalt Alleys	SY	10,000	<u>\$6.98</u>	<u>\$69,800.00</u>
24	Prime Coat (measured prior to dilution)	GAL	19,000	<u>\$7.50</u>	<u>\$142,500.00</u>
25	Tack Coat (measured prior to dilution)	GAL	4,750	<u>\$6.16</u>	<u>\$29,260.00</u>
26	2" Type D Hot Mix Asphalt (Roadway and Parking lots)	TON	10,500	<u>\$212.06</u>	<u>\$2,226,630.00</u>
27	3" Type C Hot Mix Asphalt (Roadway and Parking lots)	TON	5,000	<u>\$215.47</u>	<u>\$1,077,350.00</u>
28	2" Type D Hot Mix Asphalt (Alleys)	TON	1,100	<u>\$237.41</u>	<u>\$261,151.00</u>
29	Adjust Manhole to Grade (with TxDOT Class K concrete collar)	EA	15	<u>\$3,400.00</u>	<u>\$51,000.00</u>
30	Adjust Valve Box to Grade (with TxDOT Class K concrete collar)	EA	55	<u>\$1,300.00</u>	<u>\$71,500.00</u>
31	Traffic Control - Arterial/Major Collector	Per Day	90	<u>\$2,260.00</u>	<u>\$203,400.00</u>
32	Traffic Control - Residential / Collector	Per Day	90	<u>\$1,200.00</u>	<u>\$108,000.00</u>

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
33	Traffic Control - Alley Paving	Per Day	90	<u>\$600.00</u>	<u>\$54,000.00</u>
34	Traffic Control - Parking Lot Paving	Per Day	90	<u>\$400.00</u>	<u>\$36,000.00</u>
35	Thermoplastic Pavement Markings (Long-Line, TxDOT 666 Type I)	LF	30,000	<u>\$4.38</u>	<u>\$131,400.00</u>
36	Thermoplastic Pavement Markings (Short-Line)	LF	400	<u>\$80.81</u>	<u>\$32,324.00</u>
37	Thermoplastic Pavement Marking (Symbols)	EA	20	<u>\$673.45</u>	<u>\$13,469.00</u>
38	Parking Lot Striping (Paint, Short Line for Parking Bays)	LF	6,000	<u>\$1.86</u>	<u>\$11,160.00</u>
39	Rubber Parking Wheel Stops	EA	250	<u>\$202.00</u>	<u>\$50,500.00</u>
40	Erosion & Sedimentation Controls (BMPs at inlets/gutters)	Per Day	150	<u>\$420.00</u>	<u>\$63,000.00</u>
41	Misc. Type D HMA Patching	SF	15,000	<u>\$20.25</u>	<u>\$303,750.00</u>
42	Utility Cut Patching	SF	35,000	<u>\$20.25</u>	<u>\$708,750.00</u>
43	Mobilization	EA	TBD	<u>\$45,000.00</u>	<u>\$45,000.00</u>

Extra Work Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE
44*	Unskilled Labor	HR	<u>\$32.00</u>
45*	Skilled Labor	HR	<u>\$45.00</u>
46*	Supervisor	HR	<u>\$145.00</u>
47*	Backhoe with Operator	HR	<u>\$205.00</u>
48*	Front End Loader with Operator	HR	<u>\$165.00</u>
49*	Excavator with Operator	HR	<u>\$430.00</u>
50*	Motor Grader with Operator	HR	<u>\$235.00</u>
51*	12 Cubic Yard Dump Truck With Driver	HR	<u>\$160.00</u>
52*	Material Mark-up	%	<u>25.00%</u>

All Other Items to be negotiated separately as necessary

*Work not included under other items in this contract shall be paid on a time and materials basis in accordance with these unit prices. All work must be authorized in advance by the City.

TOTAL BID AMOUNT _____ \$11,565,958.04

SUBMITTED:

Mike Schmidt
MIKE SCHMIDT, VICE PRESIDENT
 CONTRACTOR REECE ALBERT, INC.

INSTRUCTIONS TO BIDDERS

Bid # 26000735

1. VENDOR CONTACT:

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

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

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

2. AWARD

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

3. BID WAIVERS:

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

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

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

B. BIDDER'S WAIVER:

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

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

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

C. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:

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

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

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

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

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

REECE ALBERT, INC.		11-13-25
Company Name		Date
Mike Schmidt		325-653-1241
Authorized Signature		Phone
MIKE SCHMIDT, VICE PRESIDENT		325-653-6086
Print Above Name		Fax

BID BOND

THE STATE OF TEXAS §

SURETY NO. N/A

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT Reece Albert, Inc.
3001 Foster Street, San Angelo, TX 76903

(hereinafter called the Principal), as Principal, and Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____
Five Percent Of The Total Amount Bid DOLLARS
(\$ 5%), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to Contract No. 26000735: FY26 Citywide Paving & Drainage Program

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this
13th day of November, 2025.

Reece Albert, Inc.

Continental Casualty Company

Principal
By Mike Schmidt
MIKE SCHMIDT, VICE PRESIDENT

Surety
By Sarah Holverson
Sarah Holverson, Attorney-in-Fact

Address 3001 Foster Street
San Angelo, TX 76903

Address 151 N. Franklin Street
Chicago, IL 60606

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Paul Michael Messenger, Alyson Carmichael, Sarah Holverson, Individually

of The Woodlands, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of September, 2025.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

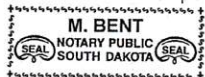
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of September, 2025, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 13th day of November, 2025.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paula Kolsrud Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-312-822-5000**

Toll-free: **1-877-672-6115**

Email: legcim@cnasurety.com

Mail: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Servicio al Cliente al **1-312-822-5000**

Teléfono gratuito: **1-877-672-6115**

Correo electrónico: legcim@cnasurety.com

Dirección postal: CNA Surety, 151 North Franklin, 17th Floor, Chicago, IL 60606

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NOT APPLICABLE

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

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

NONE

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7 REECE ALBERT, INC
Mike Schmidt, VICE PRESIDENT
Signature of vendor doing business with the governmental entity

11-13-25
Date

CITY OF MIDLAND

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

Affidavit of Eligibility

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: REECE ALBERT, INC

Local Address (must be within the City limits): NOT APPLICABLE - OFFICE IS OUT OF CITY LIMITS

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

Reseller Permit Number: _____

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

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

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

☐ Yes ☐ No

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

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

Authorized Signature: Mike Schmidt Date: 11-13-25

Printed Name and Title: MIKE SCHMIDT, VICE PRESIDENT



SOLICITATION NO. 26000735

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

- (1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.

Mike Schmidt
Authorized Signature

VICE PRESIDENT
Title

MIKE SCHMIDT
Name (Print)

REECE ALBERT, INC.
Company

11-13-25
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM BID # 26000735

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: October 23, 2025

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

Q1. Will be requesting separate bids for testing and inspection?

A1. There will be no separate bids for testing and inspections. It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing shall be borne solely by the Contractor. The cost of testing rework resulting from a failed test will also be borne by the Contractor. Contractor's cooperation will be required for material sampling by the City's material testing consultant.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

REECE ALBERT, INC.
Company Name

Mike Schmidt
Bidder Authorized Signature

10-23-25
Date

MIKE SCHMIDT, VICE PRESIDENT
Please Print Above Name

325-653-1241
Phone

CITY OF MIDLAND
ADDENDUM
BID # 26000735

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: November 3, 2025

The following changes have been made to the specifications.

The bid close date has been extended to November 13, 2025, at 2 p.m.

Please be advised that the bid schedule and special provisions have been revised and updated.

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

Q1. The bid documents don't state the Bid Bond Percentage. Is the Bid Bond percentage the standard 5%?

A1. Yes, the bid bond is 5%.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

REECE ALBERT, INC.
Company Name

Mike Schmidt
Bidder Authorized Signature

11-3-25
Date

MIKE SCHMIDT, VICE PRESIDENT
Please Print Above Name

325-653-1241
Phone

CITY OF MIDLAND

ADDENDUM

BID # 26000735

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: November 3, 2025

The following changes have been made to the specifications.

Please be advised that the bid schedule and special provisions have been revised and updated.

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

Q1. Is Bid item 33 Thermoplastic Pavement Markings (short-line) intended for parking lot stripping or is it for Stop Bars and Crosswalks?

A1. Bid Item 36 Thermoplastic Pavement Markings (short-line) is intended for stop bars and crosswalks. A separate item (Item 38) has been added specifically to address short line paint for parking bays.

Q2. Bid item 37, Misc Type D HMAC Patching 15,000 SF. What is the specified thickness of Removal and Hot Mix Replacement?

A2. Bid Item 41 Miscellaneous Type D Patching-The typical patching depth is 2 to 3 inches, consisting of removal of the existing asphalt pavement to the specified depth and replacement with Type D Hot Mix Asphalt Concrete (HMAC) compacted to match the adjacent grade and surface texture. The actual patching thickness may vary depending on the existing pavement section and field conditions. When the existing pavement exceeds 3 inches in depth, the contractor shall remove and replace to the full depth of the distressed area or as directed by the City.

-When existing pavement thickness exceeds the typical 2-3 inches, or where patch areas are substantially larger than standard localized repairs, the City may authorize that such work be priced on a case-by-case basis. These patches may be paid on a lump sum basis or by an agreed unit rate as negotiated between the City and the Contractor. Any such negotiated amount must be approved in writing by the City prior to the start of work.

Q3. Bid item 38, Utility Cut Patching 35,000 SF. What is the specified thickness of Temporary Backfill Removal and Hot Mix Replacement?

A3. Bid Item 42 Utility Cut Patching-Temporary backfill material shall be removed to the full depth of the existing pavement section, typically 2 to 3 inches, unless field conditions indicate a thicker section. The depth of removal shall be sufficient to expose the underlying base or subgrade and allow for proper bonding of the replacement hot mix asphalt. Hot Mix Asphalt Concrete (HMAC) shall then be placed in 2-inch compacted lifts to match the existing surface elevation and cross slope. Each lift shall receive a tack coat prior to placement of the subsequent lift. The finished patch shall be flush with the surrounding pavement and compacted to the required density and smoothness.

-For locations where the existing pavement thickness exceeds the typical 2-3 inches or where the size of the patch area is substantially greater than a standard utility cut, the City may authorize pricing to be negotiated on a case-by-case basis. Such patches may be paid on a lump sum basis or by an agreed unit rate to reflect the additional material, labor, and equipment required. Any such negotiated amount shall be approved in writing by the City prior to performance of the work.

Q4. In reference to the Extra Work Items on the Excel Bid Table. When you enter hourly unit prices and a number for Percent Markup on Materials the form is formatted to extend the numbers and add to the total bid price. Also, the Material markup Cell is formatted as a Currency number not a percentage. The PDF Bid Schedule is not setup to extend these bid items. It would seem that the Excel Bid Table should be formatted so that the Extra Work Items Do Not extend over and add to the total bid price and item 46 should be formatted as a percentage number and not a currency number.

A4. A percentage column has been added to indicate the markup percentage. Each basket will have its own total, calculated separately rather than combined.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

<u>REECE ALBERT, INC.</u>	
Company Name	
<u>Mike Schmidt, VICE PRESIDENT</u>	<u>11-3-25</u>
Bidder Authorized Signature	Date
<u>MIKE SCHMIDT</u>	<u>325-653-1241</u>
Please Print Above Name	Phone

CITY OF MIDLAND
ADDENDUM
BID # 26000735

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: November 13, 2025

The following changes have been made to the specifications.

The bid close date has been extended to December 3, 2025, at 2 p.m.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

REECE ALBERT, INC.

Company Name

Mike Schmidt

Bidder Authorized Signature

11-13-25

Date

MIKE SCHMIDT, VICE PRESIDENT

Please Print Above Name

325-653-1241

Phone

CITY OF MIDLAND
ADDENDUM
BID # 26000735

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 5

DATE: November 17, 2025

The following changes have been made to the specifications.

The bid close date has been extended to December 17, 2025, at 2 p.m.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

REECE ALBERT, INC.
Company Name

Mike Schmidt
Bidder Authorized Signature

11-17-25
Date

MIKE SCHMIDT, VICE PRESIDENT
Please Print Above Name

325-653-1241
Phone

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).
2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.
3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.
4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.
5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.
6. Time of proposed delivery shall be stated in number of calendar days.
7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.
8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.
9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.
10. Detailed specifications rule over General specifications (headings, etc.)
11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.
12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.
13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.
14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. INSURANCE –

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

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person
	\$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit -
	Personal Injury and Property Damage
<u>Worker's Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

Bonding Requirements

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

"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
0

Publication Date
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.

=====

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

and rate) determination

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION"



City Council Meeting

Item Number: 6.
Meeting Date: February 10, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
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 A TOTAL COST OF \$451,000.00; 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 total amount of \$451,000.00.

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 a total amount of \$451,000.00.

Attachments:

A. MEMO - Flock Safety Co-Term Renewal

- B. RESOLUTION W/EXH - 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
Kathy Rauda, City Secretary

Created/Initiated - 1/29/2026
Approved - 1/29/2026
Approved - 1/29/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/4/2026



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. The total cost of the 24-month renewal term is \$451,000. 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 A TOTAL COST
OF \$451,000.00; 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 a total cost of \$451,000.00; 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 a total cost of \$451,000.00. 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 10th day of February, 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:** \$451,000.00 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,

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.

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
0

Publication Date
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 10th day of February, 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:\$ 451,000.00 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: 7.
Meeting Date: February 10, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE HARRIS COUNTY DEPARTMENT OF EDUCATION; SAID AGREEMENT PROVIDING FOR THE CITY OF MIDLAND'S PARTICIPATION IN THE CHOICE PARTNERS COOPERATIVE PURSUANT TO TEXAS LOCAL GOVERNMENT CODE § 271.102

Purpose:

Resolution authorizing the execution of an Interlocal Agreement with Harris County Department of Education (HCDE); said agreement providing for cooperative purchasing services through the cooperative purchasing programs administered by Choice Partners.

Recommended Action:

Approve

Fiscal Impact:

Funding is not required.

Strategic Priority:

PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

Please consider approval of a resolution authorizing the City of Midland to participate in the Harris County Department of Education (HCDE). Texas Local Government Code 271.102 provides that a local government may participate in a cooperative purchasing program with a local cooperative organization of the state of Texas or another state. Choice Partners is a nationally recognized cooperative purchasing program administered by HCDE that offers competitively solicited, board-awarded contracts to Texas governmental entities, providing the City with a flexible, no-cost procurement option to reduce cycle time, expand contract availability, enhance pricing leverage, and maintain compliance with applicable purchasing statutes. Please see the attached memo from Abraham Langston, Transportation Manager, for additional information.

Attachments:

- A. Memo Justificaion for Choice Partners Coop
- B. RESOLUTION - Interlocal Agreement with HCDE - Choice Partners Reso
- C. Interlocal-Contract-Texas_7c5.1.27.26

Erika Munoz, General Services
Regina Stephenson, General Services
Linda Ochoa, Legal
Jose Ortiz, City Secretary
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/29/2026
Approved - 1/29/2026
Approved - 2/3/2026
Approved - 2/4/2026
Approved - 2/4/2026
Final Approval - 2/4/2026



INTEROFFICE MEMORANDUM

Memorandum For Record

To: Erika Munoz, Purchasing Manager

From: Abraham Langston, Transportation Manager

Date: January 27, 2026

Subject: Support for Partnering with Choice Partners National Purchasing Cooperative (HCDE)

C.C. Lorena Hernandez, Administrative Assistant

Jesse Zamora, Superintendent

Recommendation

This memo summarizes why the City of Midland should execute an interlocal membership agreement with **Choice Partners** national purchasing cooperative administered by the **Harris County Department of Education (HCDE)**, and to utilize awarded cooperative contracts on a non-exclusive basis.

Background

Choice Partners is a national cooperative purchasing program operated as a division of **HCDE**, with cooperative purchasing services dating back to the 1960s and rebranded as Choice Partners in 2012. Choice Partners contracts are awarded by the **HCDE governing board**, and participation for Texas governmental entities is accomplished via an **interlocal government-to-government agreement**.

Choice Partners indicates it provides **competitively solicited** contracts and posts details for member due diligence, including scope/specifications and pricing.

Purpose and Value to the City

Joining Choice Partners would add an additional cooperative procurement option to help the City:

- **Reduce procurement cycle time** by leveraging already-solicited contracts rather than issuing separate City solicitations for every qualifying purchase.
- **Increase competition and pricing leverage** through aggregated purchasing and established vendor partnerships.

- **Expand contract availability** across multiple categories (facility services, supplies, service contracts, technology, and other needs that can support City operations).
- **Maintain flexibility:** Cooperative use would be **non-exclusive**; staff would still compare options among existing cooperatives, City bids, and other compliant procurement methods.

Procurement and Compliance Considerations

Choice Partners describes a structured solicitation and evaluation process, including public advertising and governing board award, and states templates are reviewed/updated by legal counsel to align with applicable Texas procurement statutes (as appropriate).

Fiscal Impact

- **Membership fee:** Choice Partners advertises **no membership fees**.
- **Budget impact:** No direct fiscal impact from joining. Any purchases made through cooperative contracts would be funded through existing, Council-approved appropriations and processed under normal purchasing controls.

Requested Council Action

Adopt a resolution:

1. Approving participation in the Choice Partners cooperative purchasing program administered by HCDE;
2. Authorizing the City Manager (or designee) to execute the **interlocal agreement** and related documents; and
3. Authorizing City departments to utilize awarded cooperative contracts **when determined to be in the City's best interest**.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT WITH THE HARRIS
COUNTY DEPARTMENT OF EDUCATION; SAID
AGREEMENT PROVIDING FOR THE CITY OF
MIDLAND’S PARTICIPATION IN THE CHOICE
PARTNERS COOPERATIVE PURSUANT TO TEXAS
LOCAL GOVERNMENT CODE § 271.102**

WHEREAS, the City of Midland desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”); and

WHEREAS, the City of Midland has elected to participate in the Choice Partners Cooperative administered by the Harris County Department of Education (the “Cooperative”), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Texas Local Government Code § 271.102; and

WHEREAS, the City of Midland is of the opinion that participation in the Cooperative’s purchasing program will be highly beneficial to the taxpayers of Midland, Texas, through the efficiencies and potential savings to be realized; and

WHEREAS, the City of Midland desires to participate and join with other local governments in an Interlocal Agreement (the “Agreement”) for the purpose of fulfilling and implementing their respective public and government purposes, needs, objectives, programs, functions and services;

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

SECTION ONE. That the City of Midland requests that the Cooperative include its stated needs for all categories, including but not limited to, facility services, supplies, service contracts, technology and other needs that support City operations, in the Cooperative’s purchasing program and select vendors for those items, whereby the City of Midland will be allowed to purchase those items from the Cooperative’s contracts.

SECTION TWO. That the Cooperative is authorized to sign and deliver necessary requests and other documents in connection therewith for and on behalf of the City of Midland.

SECTION THREE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, the Agreement with the Harris County Department of Education regarding the City’s participation in the Cooperative; said agreement being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

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

Interlocal Agreement
between Harris County Department of Education
& City of Midland

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and City of Midland, a local governmental entity and/or political subdivision (“LGE”), located in Midland (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. **LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
 5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

City of Midland ("LGE")
Attn: Erika Martinez
Title: Assistant General Services Director
Address: 300 N Loraine
City, State, Zip: Midland, Texas 79701
Phone: 432-685-7234
Email: emunoz@midlandtexas.gov

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that 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, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

City of Midland
Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

James Colbert, Jr.

Printed Name

County School Superintendent

Title

Date

Date

Type of Local Governmental Entity (*select one*):

- ☐ School District ☐ Charter School
☐ County ☒ City/Municipality
☐ University ☐ College
☐ State Entity
☐ Governmental entity/other: _____

Once completed please email signed ILA to ila@choicepartners.org. ILA will be presented at our next HCDE Board meeting. After signing, a copy will be emailed to address listed on this form.



City Council Meeting

Item Number: 8.
Meeting Date: February 10, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD FOR THE PURCHASE AND INSTALLATION OF A RESTROOM FACILITY STRUCTURE AT SPARKS PARK THROUGH BUYBOARD FOR A TOTAL COST OF \$243,772.00; APPROVING \$31,228.00 FOR PROJECT-RELATED COSTS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:

Resolution awarding a contract for purchase and installation of a Modular Restroom Facility at Sparks Park through Buyboard to Restroom Facilities Limited for a cost of \$243,772.00, with additional funds of \$31,228.00 for demolition and other project related costs, for a total project cost of \$275,000.00.

Recommended Action:

Approve

Fiscal Impact:

Funding is available in the CDBG 2025-2026 project account and will be appropriated for this purpose.

Strategic Priority:

STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:

Staff recommends awarding a contract for the purchase and installation of a Modular Restroom Facility at Sparks Park through Buyboard to Restroom Facilities Limited. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie M. Williams, Parks and Recreation Director, for additional information.

Therefore, please consider a resolution awarding a contract for purchase and installation of a Modular Restroom Facility at Sparks Park through Buyboard to Restroom Facilities Limited for a cost of \$243,772.00, with additional funds of \$31,228.00 for demolition and other project related costs, for a total project cost of \$275,000.00.

Attachments:

- A. MEMO - 012726SparksRestrmMemo
- B. RESOLUTION W/EXH - Buyboard - Restroom Facility at Sparks Park w Exh
- C. Contract 26002791

Erika Munoz, General Services	Created/Initiated - 1/29/2026
Regina Stephenson, General Services	Approved - 1/29/2026
Christy Weakland, Finance	Approved - 1/29/2026
Linda Ochoa, Legal	Approved - 2/2/2026
Jose Ortiz, City Manager	Approved - 2/2/2026
Morris Williams, City Manager	Approved - 2/2/2026
Kathy Rauda, City Secretary	Final Approval - 2/4/2026



**Parks Division
Interoffice Memorandum**

Date: January 27, 2025
To: Jose Ortiz, Deputy City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Purchase and Installation of a Modular Restroom Facility at Sparks Park

Staff applied for 2026 CDBG funds in the amount of \$275,000 for a new restroom facility at Sparks Park. A new restroom in this park will help to expand the available green space for sports team practices and add to this park's amenities.

City staff has worked with Restrooms Facilities Limited to design a practical and cost-effective building that will be similar to the restrooms in Ulmer, Dennis the Menace, Dunagan and Hogan Parks. Those structures are easy to maintain and we have not had any issues with maintenance of those facilities. The building will be block construction with a metal roof.

The existing restroom facility in the park is in very poor condition. That facility will be demolished, and that cost is included in the available funding. City forces will prepare the subgrade for the building and have the utilities within 5 feet of the location. The completed building will be delivered to the location and set in place, then plumbing and electrical will be completed by the installation crew.

The BuyBoard quote for the building is \$243,772.00 and includes all architectural / design, building engineering, construction of the building, all inspections, freight, crane, installation, bonds, and permits.

Staff recommends the BuyBoard purchase of the Modular Restroom Building from Restrooms Facilities Limited in the amount of \$243,772.00, with additional funds of \$31,228.00 for demolition and other project related costs, for a total project cost of \$275,000.00.

Work on the project would begin as soon as possible and be completed in 2026.

Funding in the amount of \$275,000.00 is available in the CDBG Fund and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT WITH
RESTROOM FACILITIES LTD FOR THE PURCHASE
AND INSTALLATION OF A RESTROOM FACILITY
STRUCTURE AT SPARKS PARK THROUGH
BUYBOARD FOR A TOTAL COST OF \$243,772.00;
APPROVING \$31,228.00 FOR PROJECT-RELATED
COSTS; APPROPRIATING FUNDS; AND
AUTHORIZING PAYMENT**

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

WHEREAS, Restroom Facilities LTD ("Contractor") has submitted a total proposed cost to the City of \$243,772.00 for the purchase and installation of a restroom facility structure at Sparks Park through Buyboard; and

WHEREAS, the Council finds the price proposed by Contractor through Buyboard for the purchase and installation of a restroom facility structure at Sparks Park to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Contractor for the purchase and installation of a restroom facility structure at Sparks Park through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve \$31,228.00 for project-related costs;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the purchase and installation of a restroom facility structure at Sparks Park through Buyboard for a total cost of \$243,772.00. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of \$31,228.00 for project-related costs is hereby approved.

SECTION THREE. That the sum of \$275,000.00 is available in the CDBG 2025-2026 project account and will be appropriated for purposes consistent with this resolution.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor in accordance with the provisions of the above-referenced contract from funds appropriated herein upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 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. 26002791

THIS CONTRACT, effective the 11th day of February 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 243,772.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the construction and installation of a restroom facility at Sparks Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

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

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

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

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 180 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit - Personal Injury and Property Damage
<u>Workers' Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on 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; provided, however, that CITY shall be responsible for the payment of all work and services provided by COMPANY through the date that CITY provides COMPANY written notice of CITY's election to terminate this Contract. 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 _____, 2026 personally appeared, _____, an officer of Restroom Facilities LTD, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2026.

Notary Public, State of _____



TURNKEY QUOTATION

PROJECT NAME: SPARKS PARK
OWNER: THE CITY OF MIDLAND, TEXAS
DATE: JANUARY 20, 2026

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 781-25

RFL BASE MODEL #	B312	@	\$ 181,723.00
INSTALL		@	\$ 11,984.00
TOTAL WITH BUYBOARD DISCOUNT		@	\$ 193,707.00
FREIGHT AND CRANE		@	\$ 43,000.00
PAYMENT AND PERFORMANCE BONDS		@	\$ 7,065.00
TOTAL BUYBOARD W/ FREIGHT AND CRANE		@	\$ 243,772.00

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. The manufacturing process begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

____ Initial ____ Initial

Page 1 of 9

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately enough clean sand to develop a 2" bed on compacted soil, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

____ Initial ____ Initial

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3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber connect the water supply line inside of the building plumbing chase room, and connect service to the valve located outside of the building.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install sewer vent stack (provided by RFL) inside of the plumbing chase room, and connect service outside of the building. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for the hiring of a licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in the plumbing chase room within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.

- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to 2,800 per day (dependent on location) to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 to 2,800 (dependent on location) per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

_____Initial _____Initial

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STANDARD TERMS AND CONDITIONS OF SALE

1. **LINKAGE:**

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. **ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized.

3. **PRICES:**

Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1 -1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 2-1/2% (two and one-half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

____ Initial ____ Initial

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4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 2-1/2% (two and one/half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within Twenty (20) years from delivery. This warranty applies only where the Company has been

____ Initial ____ Initial

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notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

Date

Initial

Initial

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EXHIBIT C

Bonding Requirements

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

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

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

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

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

ENGI0178-005 06/01/2020		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2024		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

PLUM0404-001 09/01/2022		

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

* SUTX2014-037 07/21/2014		

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

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00 **	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

=====

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

----- WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"



THE CITY OF MIDLAND CONTRACT

Contract No. 26002791

THIS CONTRACT, effective the 11th day of February 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities LTD, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 243,772.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the construction and installation of a restroom facility at Sparks Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 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; provided, however, that CITY shall be responsible for the payment of all work and services provided by COMPANY through the date that CITY provides COMPANY written notice of CITY's election to terminate this Contract. 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 _____, 2026 personally appeared, _____, an officer of Restroom Facilities LTD, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2026.

Notary Public, State of _____



TURNKEY QUOTATION

PROJECT NAME: SPARKS PARK
OWNER: THE CITY OF MIDLAND, TEXAS
DATE: JANUARY 20, 2026

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 781-25

RFL BASE MODEL #	B312	@	\$ 181,723.00
INSTALL		@	\$ 11,984.00
TOTAL WITH BUYBOARD DISCOUNT		@	\$ 193,707.00
FREIGHT AND CRANE		@	\$ 43,000.00
PAYMENT AND PERFORMANCE BONDS		@	\$ 7,065.00
TOTAL BUYBOARD W/ FREIGHT AND CRANE		@	\$ 243,772.00

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. The manufacturing process begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

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The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately enough clean sand to develop a 2" bed on compacted soil, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

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3. **SITE ACCESS AND STORAGE:**

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. **UTILITIES:**

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber connect the water supply line inside of the building plumbing chase room, and connect service to the valve located outside of the building.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install sewer vent stack (provided by RFL) inside of the plumbing chase room, and connect service outside of the building. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for the hiring of a licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in the plumbing chase room within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.

- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to 2,800 per day (dependent on location) to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 to 2,800 (dependent on location) per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

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STANDARD TERMS AND CONDITIONS OF SALE

1. **LINKAGE:**

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. **ACCEPTANCE:**

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized.

3. **PRICES:**

Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1 -1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 2-1/2% (two and one-half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

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4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 2-1/2% (two and one/half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within Twenty (20) years from delivery. This warranty applies only where the Company has been

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notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

Date

Initial

Initial

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EXHIBIT C

Bonding Requirements

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

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

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

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

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

ENGI0178-005 06/01/2020		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2024		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

PLUM0404-001 09/01/2022		

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

* SUTX2014-037 07/21/2014		

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

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52 **	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00 **	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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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"



City Council Meeting

Item Number: 9.
Meeting Date: February 10, 2026
To: City Council
From: Michele Hagemann, Grant Writer
Subject: RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND PLANNING) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$104,307.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO CONDUCT A BUSINESS IMPACT ANALYSIS AND DEVELOP A BUSINESS CONTINUITY PLAN AND A DISASTER RECOVERY PLAN, WHICH WILL ASSIST IN IDENTIFYING CRITICAL CITY FUNCTIONS, QUANTIFY THE IMPACT OF DISRUPTIONS, AND PROVIDE ACTIONABLE, DOCUMENTED PROCEDURES TO RESTORE OPERATIONS WITHIN REASONABLE TIMEFRAMES; APPROVING \$44,703.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$149,010.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:

Allowing the City to apply for the Office of the Governor fiscal year 2027 State and Local Cybersecurity Grant Program Objective 1 — (Governance And Planning) will allow the City to increase cybersecurity while maintaining fiscal stewardship by seeking and applying for alternative funding opportunities.

Recommended Action:

Resolution allowing the City to submit an application to the Office of the Governor and complete outlined actions associated with the grant.

Fiscal Impact:

Grant match funds are available in the Technology Fund operating budget.

Strategic Priority:

SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

The City of Midland IT Department wishes to apply to the Office of the Governor fiscal year 2027 State and Local Cybersecurity Grant Program to possibly fund the completion of a Business Impact Analysis (BIA) and the development of a Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) if awarded. This engagement will assist in identifying critical city functions, quantifying the impact of disruptions, and providing actionable, documented procedures to restore operations within acceptable timeframes during a cybersecurity risk event.

Attachments:

A. RESOLUTION - FY2027 SLCGP_Objective 1 (Governance and Planning) Reso

Michele Hagemann, Development Services
Gorgees Eskander, IT
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/30/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/3/2026
Approved - 2/4/2026
Approved - 2/4/2026
Final Approval - 2/4/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND PLANNING) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$104,307.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO CONDUCT A BUSINESS IMPACT ANALYSIS AND DEVELOP A BUSINESS CONTINUITY PLAN AND A DISASTER RECOVERY PLAN, WHICH WILL ASSIST IN IDENTIFYING CRITICAL CITY FUNCTIONS, QUANTIFY THE IMPACT OF DISRUPTIONS, AND PROVIDE ACTIONABLE, DOCUMENTED PROCEDURES TO RESTORE OPERATIONS WITHIN REASONABLE TIMEFRAMES; APPROVING \$44,703.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$149,010.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2027 State and Local Cybersecurity Grant Program (Objective 1 – Governance and Planning); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5805201 to request grant funds in the amount of \$104,307.00 in order to conduct a Business Impact Analysis and develop a Business Continuity Plan and Disaster Recovery Plan, which will assist in identifying critical city functions, quantifying the impact of disruptions, and providing actionable, documented procedures to restore operations within acceptable timeframes; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of \$44,703.00, and the City's compliance with all grant conditions and requirements; and

WHEREAS, the total project amount shall be \$149,010.00; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5805201 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5805201; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5805201 to the Office of the Governor for the Fiscal Year 2027 State and Local Cybersecurity Grant Program (Objective 1 – Governance and Planning) to request grant funds in the amount of \$104,307.00. If awarded, said grant funds shall be used to conduct a Business Impact Analysis and develop a Business Continuity Plan and Disaster Recovery Plan, which will assist in identifying critical city functions, quantifying the impact of disruptions, and providing actionable, documented procedures to restore operations within acceptable timeframes.

SECTION TWO. That local matching funds in the amount of \$44,703.00 are hereby approved and shall be available in the Technology Fund operating budget.

SECTION THREE. That in the that in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5805201.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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:

Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

Nicholas Toulet, City Attorney



City Council Meeting

Item Number: 10.
Meeting Date: February 10, 2026
To: City Council
From: Michele Hagemann, Grant Writer
Subject: RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$56,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO CONDUCT A TABLETOP EXERCISE TO TEST THE CITY OF MIDLAND'S READINESS WITH A SIMULATED ATTACK AND PRACTICE INCIDENT RESPONSE PROCESSES AND WORKFLOWS; APPROVING \$24,000.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$80,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:

Allowing the City to apply for the Office of the Governor fiscal year 2027 State and Local Cybersecurity Grant Program Objective 2 — (Assessment and Evaluation) will allow the City to increase cybersecurity while maintaining fiscal stewardship by seeking and applying for alternative funding opportunities.

Recommended Action:

Resolution allowing the City to submit an application to the Office of the Governor and complete outlined actions associated with the grant.

Fiscal Impact:

Grant match funds are available in the Technology Fund operating budget.

Strategic Priority:

SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

The City of Midland IT Department wishes to apply to the Office of the Governor fiscal year

2027 State and Local Cybersecurity Grant Program to possibly fund a tabletop exercise to test City of Midland's readiness with a simulated attack to identify weaknesses and security gaps, as well as to help City of Midland practice incident response processes and workflows to increase preparedness.

Attachments:

A. RESOLUTION - FY2027 SLCGP_Objective 2 (Assessment and Evaluation) Reso

Michele Hagemann, Development Services
Gorgees Eskander, IT
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/30/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/3/2026
Approved - 2/4/2026
Approved - 2/4/2026
Final Approval - 2/4/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$56,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO CONDUCT A TABLETOP EXERCISE TO TEST THE CITY OF MIDLAND’S READINESS WITH A SIMULATED ATTACK AND PRACTICE INCIDENT RESPONSE PROCESSES AND WORKFLOWS; APPROVING \$24,000.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$80,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2027 State and Local Cybersecurity Grant Program (Objective 2 – Assessment and Evaluation); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5805101 to request grant funds in the amount of \$56,000.00 to conduct a tabletop exercise to test the City’s readiness with a simulated attack and practice incident response processes and workflows; and

WHEREAS, the receipt of said grant funds is conditioned upon the City’s approval of local matching funds in the amount of \$24,000.00, and the City’s compliance with all grant conditions and requirements; and

WHEREAS, the total project amount shall be \$80,000.00; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5805101 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5805101; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5805101 to the Office of the Governor for the Fiscal Year 2027 State and Local Cybersecurity Grant Program (Objective 2 – Assessment and Evaluation) for grant funding in the amount of \$56,000.00. If awarded, said grant funds shall be used to conduct a tabletop exercise to test the City’s readiness with a simulated attack and practice incident response processes and workflows.

SECTION TWO. That local matching funds in the amount of \$24,000.00 are hereby approved and shall be available in the Technology Fund operating budget.

SECTION THREE. That in the that in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5805101.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, the designated Financial Officer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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:

S:\Resolutions\CISD\Grants\Apply\2026\FY2027 SLCGP_Objective 2 (Assessment and Evaluation)

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:

Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

Nicholas Toulet, City Attorney



City Council Meeting

Item Number: 11.
Meeting Date: February 10, 2026
To: City Council
From: Michele Hagemann, Grant Writer
Subject: RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$140,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO IMPLEMENT A CENTRALIZED SECURITY EVENT INCIDENT MANAGEMENT CAPABILITY TO STRENGTHEN THE CITY'S ABILITY TO DETECT, ANALYZE, AND MITIGATE CYBERSECURITY THREATS; APPROVING \$60,000.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$200,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:

Allowing the City to apply for the Office of the Governor fiscal year 2027 State and Local Cybersecurity Grant Program Objective 3 — (Mitigation) will allow the City to increase cybersecurity while maintaining fiscal stewardship by seeking and applying for alternative funding opportunities.

Recommended Action:

Resolution allowing the City to submit an application to the Office of the Governor and complete outlined actions associated with the grant.

Fiscal Impact:

Grant match funds are available in the Technology Fund operating budget.

Strategic Priority:

SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

The City of Midland IT Department wishes to apply to the Office of the Governor fiscal year 2027 State and Local Cybersecurity Grant Program to possibly fund the implementation of a centralized Security Event Incident Management (SEIM) capability to strengthen the City's ability to identify and mitigate cybersecurity threats. The SEIM solution will aggregate and correlate security logs and events from critical systems, networks, and applications to provide real-time visibility into potential threats and anomalous activity, increasing overall cybersecurity for the City.

Attachments:

A. RESOLUTION - FY2027 SLCGP_Objective 3 (Mitigation) Reso

Michele Hagemann, Development Services
Gorgees Eskander, IT
Christy Weakland, Finance
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/30/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/3/2026
Approved - 2/4/2026
Approved - 2/4/2026
Final Approval - 2/4/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$140,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO IMPLEMENT A CENTRALIZED SECURITY EVENT INCIDENT MANAGEMENT CAPABILITY TO STRENGTHEN THE CITY’S ABILITY TO DETECT, ANALYZE, AND MITIGATE CYBERSECURITY THREATS; APPROVING \$60,000.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$200,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2027 State and Local Cybersecurity Grant Program (Objective 3 – Mitigation); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5805301 to request grant funds in the amount of \$140,000.00 in order to implement a centralized Security Event Incident Management capability to strengthen the City’s ability to detect, analyze, and mitigate cybersecurity threats; and

WHEREAS, the receipt of said grant funds is conditioned upon the City’s approval of local matching funds in the amount of \$60,000.00, and the City’s compliance with all grant conditions and requirements; and

WHEREAS, the total project amount shall be \$200,000.00; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5805301 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5805301; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5805301 to the Office of the Governor for the Fiscal Year 2027 State and Local Cybersecurity Grant Program (Objective 3 – Mitigation) to request grant funds in the amount of \$140,000.00. If awarded, said grant funds shall be used to implement a centralized Security Event Incident Management capability to strengthen the City’s ability to detect, analyze, and mitigate cybersecurity threats.

SECTION TWO. That local matching funds in the amount of \$60,000.00 are hereby approved and shall be available in the Technology Fund operating budget.

SECTION THREE. That in the that in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5805301.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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”:
S:\Resolutions\CISD\Grants\Apply\2026\FY2027 SLCGP_Objective 1 (Governance and Planning)

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:

Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

Nicholas Toulet, City Attorney



City Council Meeting

Item Number: 12.
Meeting Date: February 10, 2026
To: City Council
From: Michele Hagemann, Grant Writer
Subject: RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362202 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$9,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO UNDERTAKE THE RENEWING COURSERA PROJECT THAT CONSISTS OF A TRAINING PROGRAM FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT COVERING COURSES AND CERTIFICATIONS IN CYBERSECURITY, CLOUD COMPUTING, ARTIFICIAL INTELLIGENCE, AND OTHER CRITICAL INFORMATION TECHNOLOGY DISCIPLINES; APPROVING \$4,200.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$14,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:

Allowing the City to apply for the Office of the Governor fiscal year 2027 State and Local Cybersecurity Grant Program Objective 4 — (Workforce Development) will allow the City to increase cybersecurity while maintaining fiscal stewardship by seeking and applying for alternative funding opportunities.

Recommended Action:

Resolution allowing the City to submit an application to the Office of the Governor and complete outlined actions associated with the grant.

Fiscal Impact:

Grant match funds are available in the Technology Fund operating budget.

Strategic Priority:

SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

The City of Midland was awarded funding to implement Coursera in FY26 from the Office of the Governor. This continuation application would allow the City to apply for an additional year of funding to continue the project, further enhancing cybersecurity training and workforce development.

Attachments:

A. RESOLUTION - FY2026 SLCGP_Objective 4 (Workforce Development) Reso

Michele Hagemann, Development Services

Gorgees Eskander, IT

Christy Weakland, Finance

Linda Ochoa, Legal

Jose Ortiz, City Manager

Morris Williams, City Manager

Kathy Rauda, City Secretary

Created/Initiated - 1/30/2026

Approved - 2/2/2026

Approved - 2/2/2026

Approved - 2/3/2026

Approved - 2/4/2026

Approved - 2/4/2026

Final Approval - 2/4/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362202 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR A REQUEST OF GRANT FUNDS IN THE AMOUNT OF \$9,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED TO UNDERTAKE THE RENEWING COURSERA PROJECT THAT CONSISTS OF A TRAINING PROGRAM FOR THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT COVERING COURSES AND CERTIFICATIONS IN CYBERSECURITY, CLOUD COMPUTING, ARTIFICIAL INTELLIGENCE, AND OTHER CRITICAL INFORMATION TECHNOLOGY DISCIPLINES; APPROVING \$4,200.00 IN LOCAL MATCHING FUNDS FOR A TOTAL PROJECT AMOUNT OF \$14,000.00; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2027 State and Local Cybersecurity Grant Program (Objective 4 – Workforce Development); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5362202 to request grant funds in the amount of \$9,800.00 to undertake the Renewing Coursera Project that consists of a training program for the Information Technology Services Department covering courses and certifications in cybersecurity,

cloud computing, artificial intelligence, and other critical information technology disciplines; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of \$4,200.00, and the City's compliance with all grant conditions and requirements; and

WHEREAS, the total project amount shall be \$14,000.00; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5362202; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5362202 to the Office of the Governor for the Fiscal Year 2027 State and Local Cybersecurity Grant Program (Objective 4 – Workforce Development) to request

S:\Resolutions\CISD\Grants\Apply\2026\FY2027 SLCGP_Objective 4 (Workforce Development)

grant funding in the amount of \$9,800.00. If awarded, said grant funds shall be used to undertake the Renewing Coursera Project that consists of a training program for the Information Technology Services Department covering courses and certifications in cybersecurity, cloud computing, artificial intelligence, and other critical information technology disciplines.

SECTION TWO. That local matching funds in the amount of \$4,200.00 are hereby approved and shall be available in the Technology Fund operating budget.

SECTION THREE. That in the that in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5362202.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant

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:

Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

Nicholas Toulet, City Attorney



10709

City Council Meeting

Item Number: 13.
Meeting Date: February 10, 2026
To: City Council
From: Greg Snow, Police Chief
Subject: AN ORDINANCE AMENDING TITLE VI, "POLICE REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 11, "SEX OFFENDER REGULATIONS", SO AS TO PROHIBIT A SEX OFFENDER (1) FROM RESIDING WITHIN 1,500 FEET OF PREMISES WHERE CHILDREN COMMONLY GATHER AND (2) FROM ENTERING PREMISES WHERE CHILDREN COMMONLY GATHER; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS (\$500.00); ESTABLISHING AN EFFECTIVE DATE; AND ORDERING PUBLICATION (FIRST READING HELD DECEMBER 16, 2025)

Purpose:

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:

Attachments:

A. ORDINANCE - 10709 - AMENDED

Kathy Rauda, City Secretary

Created/Initiated - 2/3/2026

ORDINANCE NO. _____

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

WHEREAS, the City Council finds it to be in the public interest, including in the interest of public health and safety, to prohibit sex offenders from residing within 1,500 feet of premises where children commonly gather and to prohibit sex offenders from entering premises where children commonly gather;

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

SECTION ONE. That Title VI, “Police Regulations” of the City Code of the City of Midland, Texas, is hereby amended to add Chapter 11, “Sex Offender Regulations”, which shall read in its entirety as follows:

6-11-1. Purpose.

The purpose of this Chapter is to protect children and promote the health, safety, morals, and general welfare of children by prohibiting sex offenders from residing within 1,500 feet of premises where children commonly gather and from entering premises where children commonly gather.

6-11-2. Definitions.

As used in this Chapter:

(A) *Child safety zone* means premises where children commonly gather. The term includes a school, day-care facility, stadium, public park, public playground, public or private youth center, public swimming pool, video arcade facility, or other facility that regularly holds events primarily for children. The term does not include a church, as defined by Section 544.251, Insurance Code.

(B) *Effective date of this Chapter* means February 1, 2026.

(C) *Minor* means a person younger than 17 years of age.

- (D) *Playground* has the meaning assigned by Section 481.134, Health and Safety Code.
- (E) *Premises* means a lot or tract of land and includes all buildings and appurtenances thereon.
- (F) *Property line of the child safety zone's premises* means the property line of the premises of a child safety zone that is located nearest to the premises of a sex offender's residence.
- (G) *Property line of the sex offender's residential premises* means the property line of the premises of a sex offender's residence that is located nearest to the premises of a child safety zone.
- (H) *Residence* means:
1. a place where a person abides, lodges or resides for 14 or more consecutive days;
 2. a place where a person abides, lodges or resides for a period of 14 or more days in the aggregate during any calendar year; or
 3. a place where a person routinely abides, lodges or resides for a period of four or more consecutive or nonconsecutive days in a month.
- (I) *School* has the meaning assigned by Section 481.134, Health and Safety Code.
- (J) *Sex offender* means an individual who is required to register as a sex offender under Chapter 62, Code of Criminal Procedure.
- (K) *Sex offender database* means the Texas Department of Public Safety's computerized database containing information about sex offenders.
- (L) *Video arcade facility* has the meaning assigned by Section 481.134, Health and Safety Code.
- (M) *Youth center* has the meaning assigned by Section 481.134, Health and Safety Code.

6-11-3. Prohibited residency; exception; penalty; affirmative defenses.

- (A) *Prohibited residency.* A sex offender shall not establish or maintain a residence in, on, or within 1,500 feet of a child safety zone.
- (B) *Exception.* It is an exception to the application of Subsection (A) that an exemption was granted to the sex offender in accordance with Section 6-11-6 and that the sex offender was acting in compliance with the exemption.
- (C) *Penalty.* A person who violates Subsection (A) shall be guilty of a misdemeanor and fined in a sum not to exceed \$500.00. A person commits a separate and distinct offense for each separate violation of a provision of Subsection (A). A person commits a separate and distinct offense each day during which a violation of Subsection (A) is committed or continued. Evidence of a culpable mental state is not required to prove a criminal offense under Subsection (A). It is hereby declared that, for all offenses prosecuted under Subsection (A), the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(D) *Affirmative defenses.* It is an affirmative defense to prosecution under this Section:

1. that the sex offender established the residence prior to the effective date of this Chapter and has complied with all applicable state laws concerning sex offender registration since the effective date of this Chapter;
2. that the sex offender established the residence prior to the establishment of the child safety zone within 1,500 feet of the residence and has complied with all applicable state laws concerning sex offender registration since the establishment of such child safety zone;
3. that the sex offender was a minor when he or she committed the offense that gave rise to his or her status as a sex offender and was not convicted of such offense as an adult;
4. that the sex offender is a minor; or
5. that the sex offender was expressly authorized by an order of a court of competent jurisdiction to establish or maintain the residence.

6-11-4. Prohibited entry; exception; penalty; affirmative defenses.

(A) *Prohibited entry.* A sex offender shall not enter the premises of a child safety zone.

(B) *Exception.* It is an exception to the application of Subsection (A):

1. that an exemption was granted to the sex offender in accordance with Section 6-11-6 and that the sex offender was acting in compliance with the exemption;
2. that the sex offender entered the premises of the child safety zone for the limited purpose of attending a meeting of a governmental body that was occurring on the premises of the child safety zone; or
3. that a polling place was located on the premises of the child safety zone, the sex offender was qualified to vote at such polling place, and the sex offender entered the premises of the child safety zone for the limited purpose of voting.

(C) *Penalty.* A person who violates Subsection (A) shall be guilty of a misdemeanor and fined in a sum not to exceed \$500.00. A person commits a separate and distinct offense for each separate violation of a provision of Subsection (A). A person commits a separate and distinct offense each day during which a violation of Subsection (A) is committed or continued. Evidence of a culpable mental state is not required to prove a criminal offense under Subsection (A). It is hereby declared that, for all offenses prosecuted under Subsection (A), the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

(D) *Affirmative defenses.* It is an affirmative defense to prosecution under this Section:

1. that the sex offender was a minor when he or she committed the offense that gave rise to his or her status as a sex offender and was not convicted of such offense as an adult;

2. that the sex offender was expressly authorized by an order of a court of competent jurisdiction to enter the premises of the child safety zone; or
3. that the sex offender is a parent, and the sex offender entered the premises of the child safety zone for the limited purpose of picking up or dropping off the sex offender's own child.

6-11-5. Evidentiary matters; measurements.

- (A) *Sex offender database records.* It shall be prima facie evidence that a person is a sex offender if the person's record appears in the sex offender database.
- (B) *Judicial notice.* The Municipal Court upon its own motion may, or upon the motion of a party shall, take judicial notice of relevant records that appear in the sex offender database, relevant records maintained by a county clerk, relevant records maintained by a district clerk, relevant records maintained by an appraisal district, and relevant utility account records maintained by the City of Midland.
- (C) *Measurements.* For purposes of Section 6-11-3, distance shall be measured by following a straight line from the property line of the sex offender's residential premises to the property line of the child safety zone's premises.

6-11-6. Exemptions; rescission of exemptions.

- (A) *Exemptions.* Exemptions from the provisions of this Chapter shall not be contrary to the public interest but may be granted when, owing to special conditions, a literal enforcement of the provisions of this Chapter will result in unnecessary hardship. A sex offender may request an exemption from a provision of this Chapter by submitting a written request to the Chief of Police stating why an exemption should be granted. The Chief of Police may prescribe an application form by which an exemption may be requested. The decision of the Chief of Police on a request for an exemption may be based solely on the information contained in the written request without further hearing. If the Chief of Police disapproves an exemption or approves an exemption with one or more conditions, the sex offender or any affected party may appeal such decision by submitting a written notice of appeal to the board consisting of the City Manager and two City Council members stating why the exemption should be granted or why any conditions of the exemption should be eliminated or revised. The submission of a notice of appeal shall not stay the decision of the Chief of Police during the pendency of the appeal. The board shall consider the notice of appeal and render a decision, which may be based solely on the information contained in the notice of appeal and shall be final.
- (B) *Rescission.* The Chief of Police may rescind an exemption at any time by notifying the sex offender in writing of the rescission and the sex offender's right to appeal the rescission. If an exemption is rescinded, a sex offender may appeal the rescission by submitting a written notice of appeal to the City Manager stating why the exemption should not be rescinded. The submission of a notice of appeal shall not stay the rescission of an exemption during the pendency of the appeal. The City Manager, a Deputy City Manager, or an Assistant City Manager shall consider the notice of appeal and render a decision, which may be based solely on the information contained in the notice of appeal and shall be final.

SECTION TWO. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars (\$500.00) pursuant to State law. The definitions of all offenses under this ordinance do not require a culpable mental state. The definitions of all offenses under this ordinance plainly dispense with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. That this ordinance shall become effective on February 1, 2026.

SECTION SIX. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Greg Snow, Chief of Police

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney



City Council Meeting

Item Number: 14.
Meeting Date: February 10, 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 (FIRST READING HELD JANUARY 27, 2026)

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

Kathy Rauda, City Secretary

Created/Initiated - 1/27/2026

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;

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.

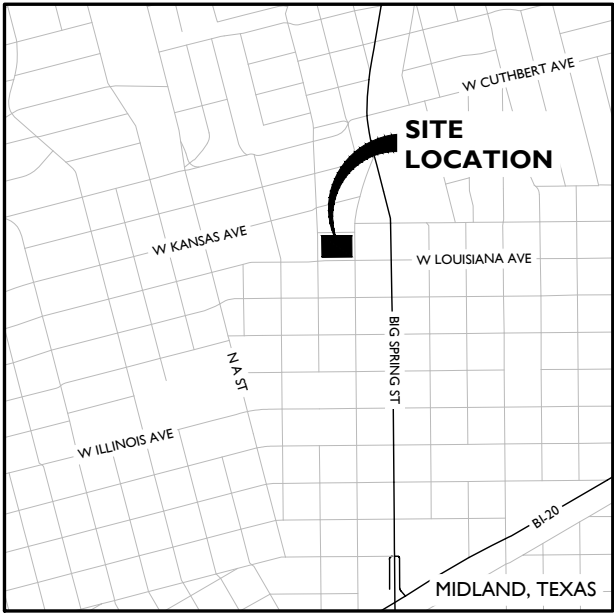
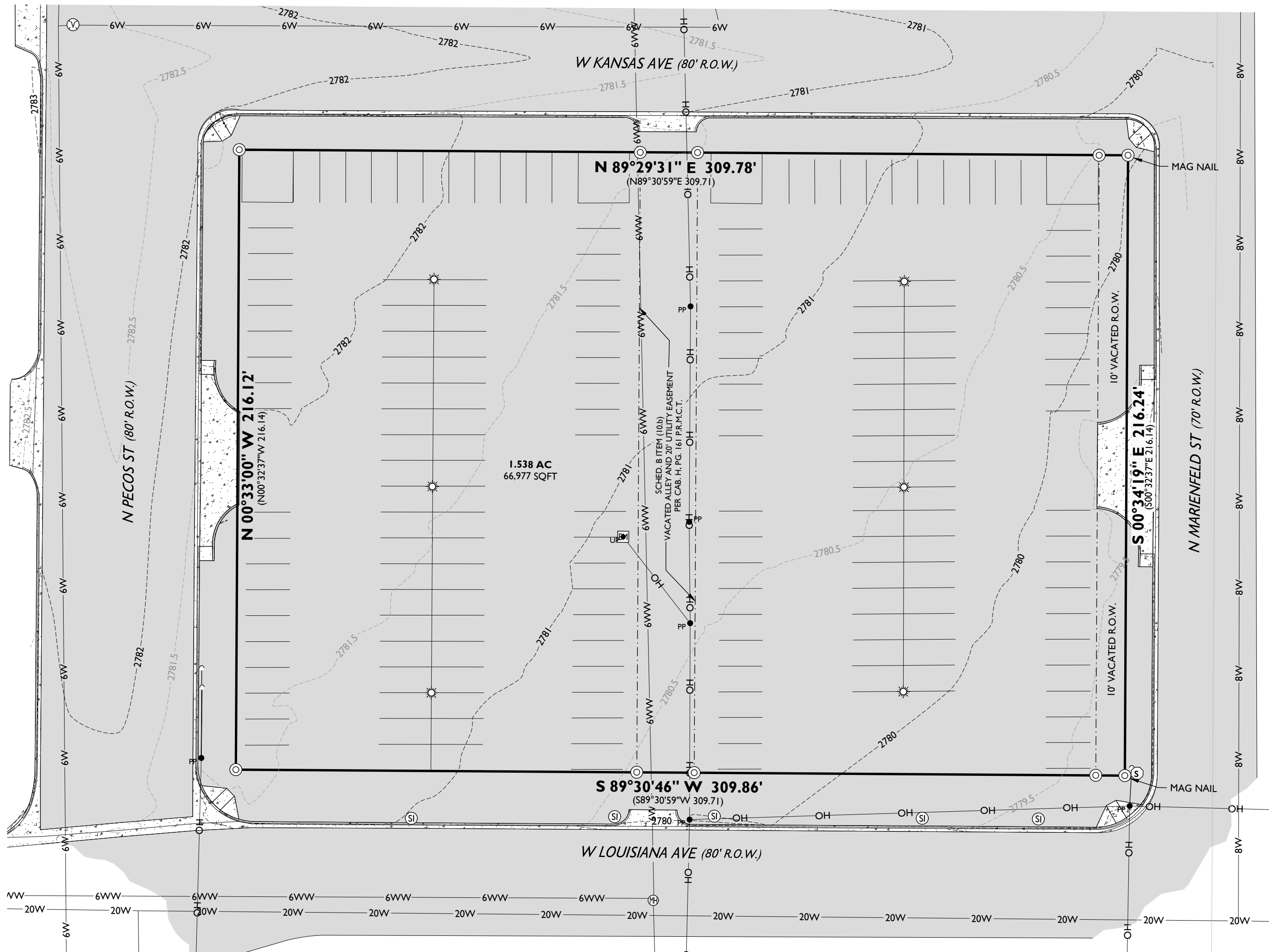
Gregory W. Shoults

www.maverick-eng.com

Texas RPLS - No. 5356

Maverick Engineering (FIRM – No. 10194514)





VICINITY MAP
N.T.S.

SURVEY NOTES:

- 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".
- SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.
- 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.
- 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.**

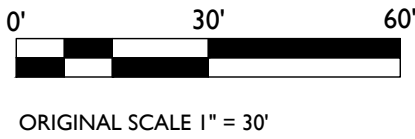
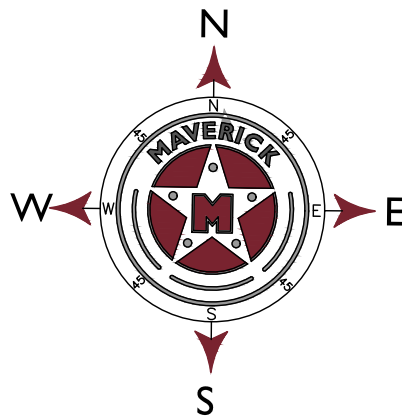
(10.i) **NOT SURVEY RELATED.**

(10.j) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE. - **AS SHOWN HEREON, IF APPLICABLE.**

TABLE A NOTES:

- MONUMENTS PLACED OR FOUND AS SHOWN HEREON
- 700 N PECOS ST MIDLAND, TEXAS 79701
- 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.
- GROSS LAND AREA = 1.538 ACRES.
- (a) NO ZONING REPORT OR LETTER HAS BEEN PROVIDED BY THE CLIENT. SITE IS CURRENTLY ZONED AS PD AND AS AN OFFICE CENTER.
- (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL - N/A, NO BUILDINGS LOCATED ONSITE.



LEGEND

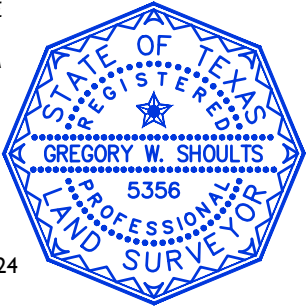
	MAG NAIL W/WASHER-WEST CO UNLESS OTHERWISE NOTED		BOUNDARY LINE
	ELECTRIC METER		EASEMENT LINE
	GUY ANCHOR		OVERHEAD ELECTRIC LINE
	LIGHT POLE		6" WATER LINE
	MANHOLE		8" WATER LINE
	POWER POLE		20" WATER LINE
	SIGN		6" WASTE/WATER LINE
	STOP SIGN		CONCRETE
	UTILITY POLE		PAVEMENT
	WATER VALVE		

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



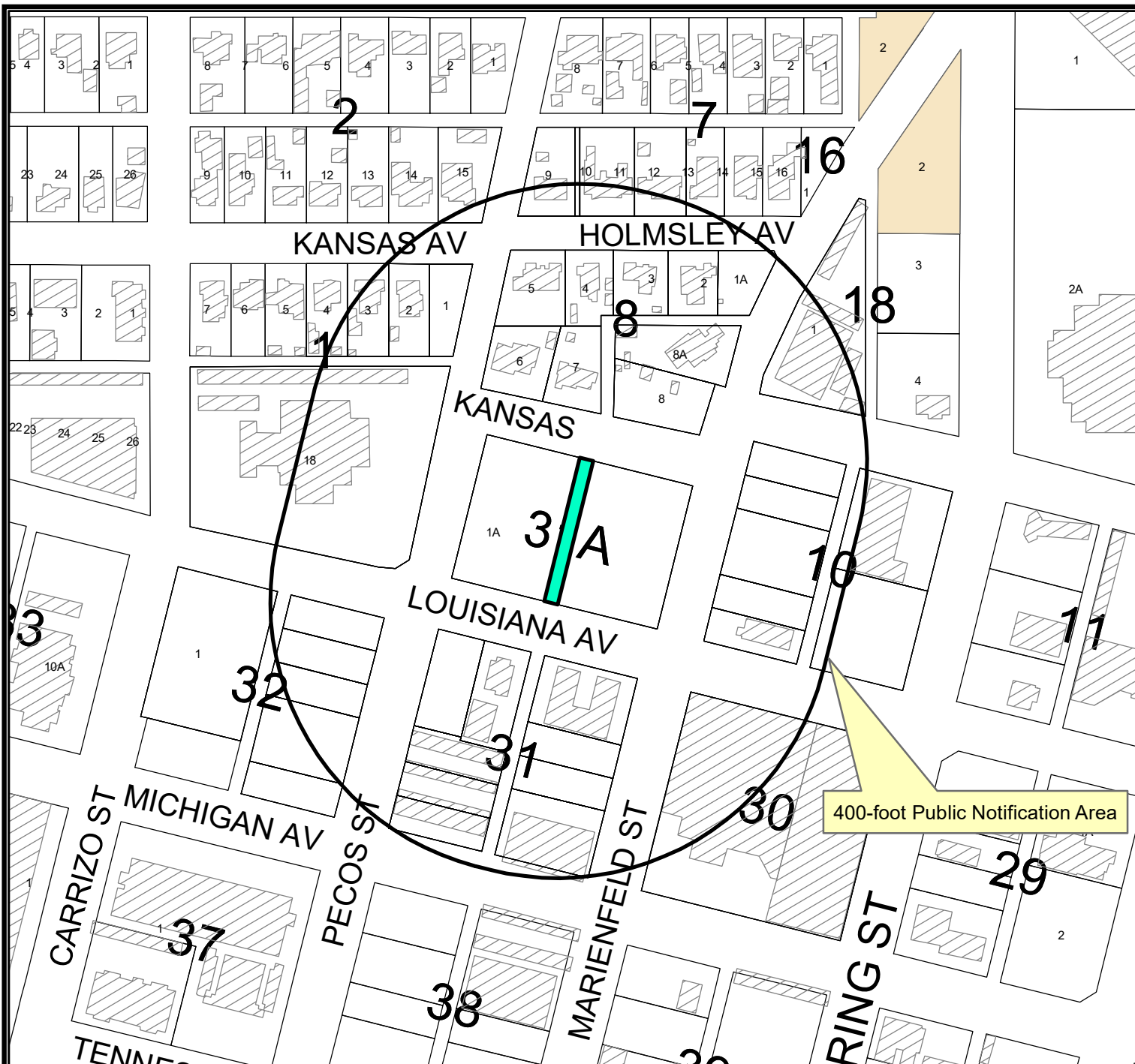
MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com



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

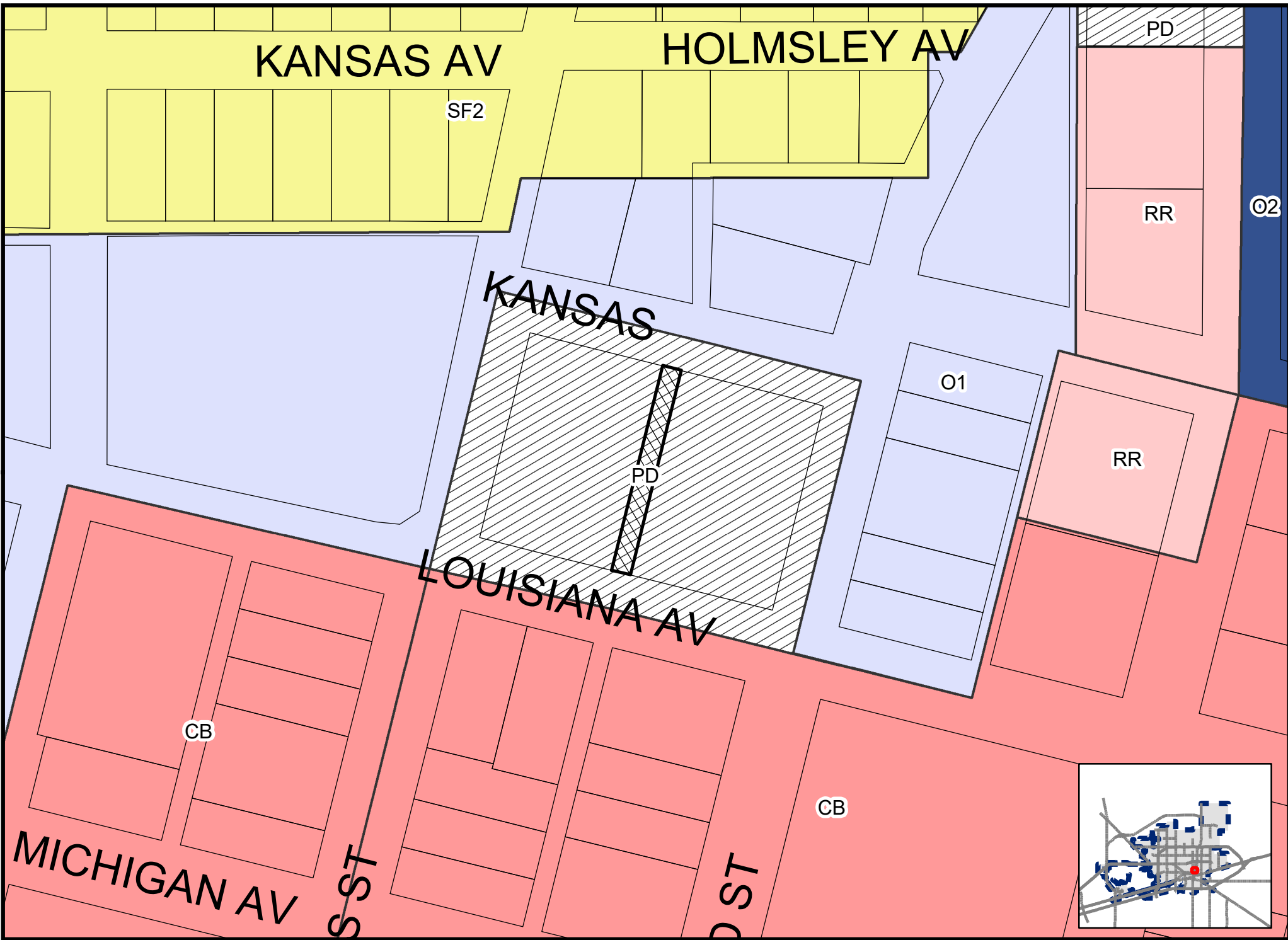
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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.

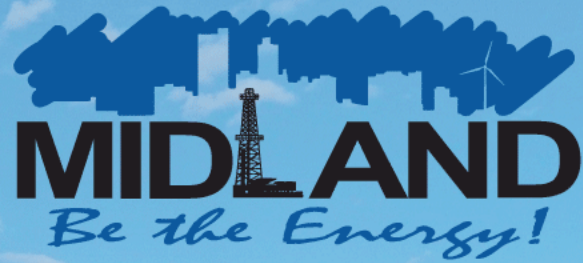
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



KANSAS

31A

LOUISIANA AV



ITEM

VACATION

700 NORTH PECOS

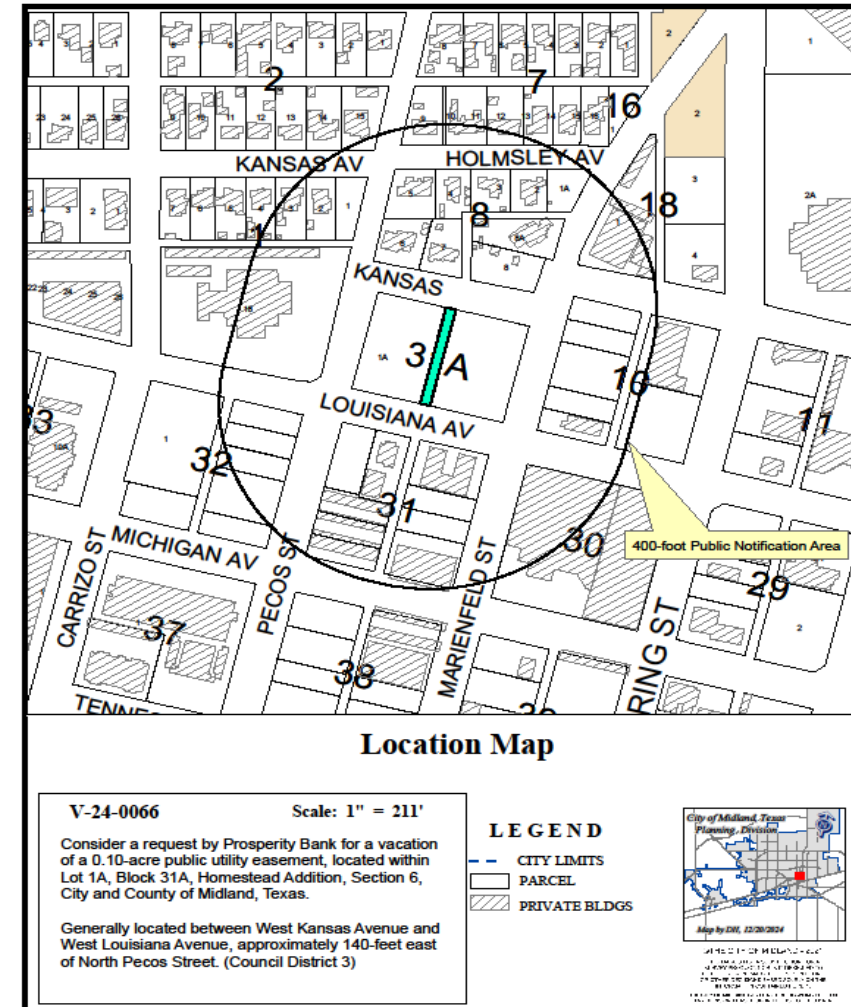


Visit Our Website

MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant/Representative:** Scott Collier
- **Location:** 700 North Pecos (District 3)
- **Reason for Request:** For the development of a new bank



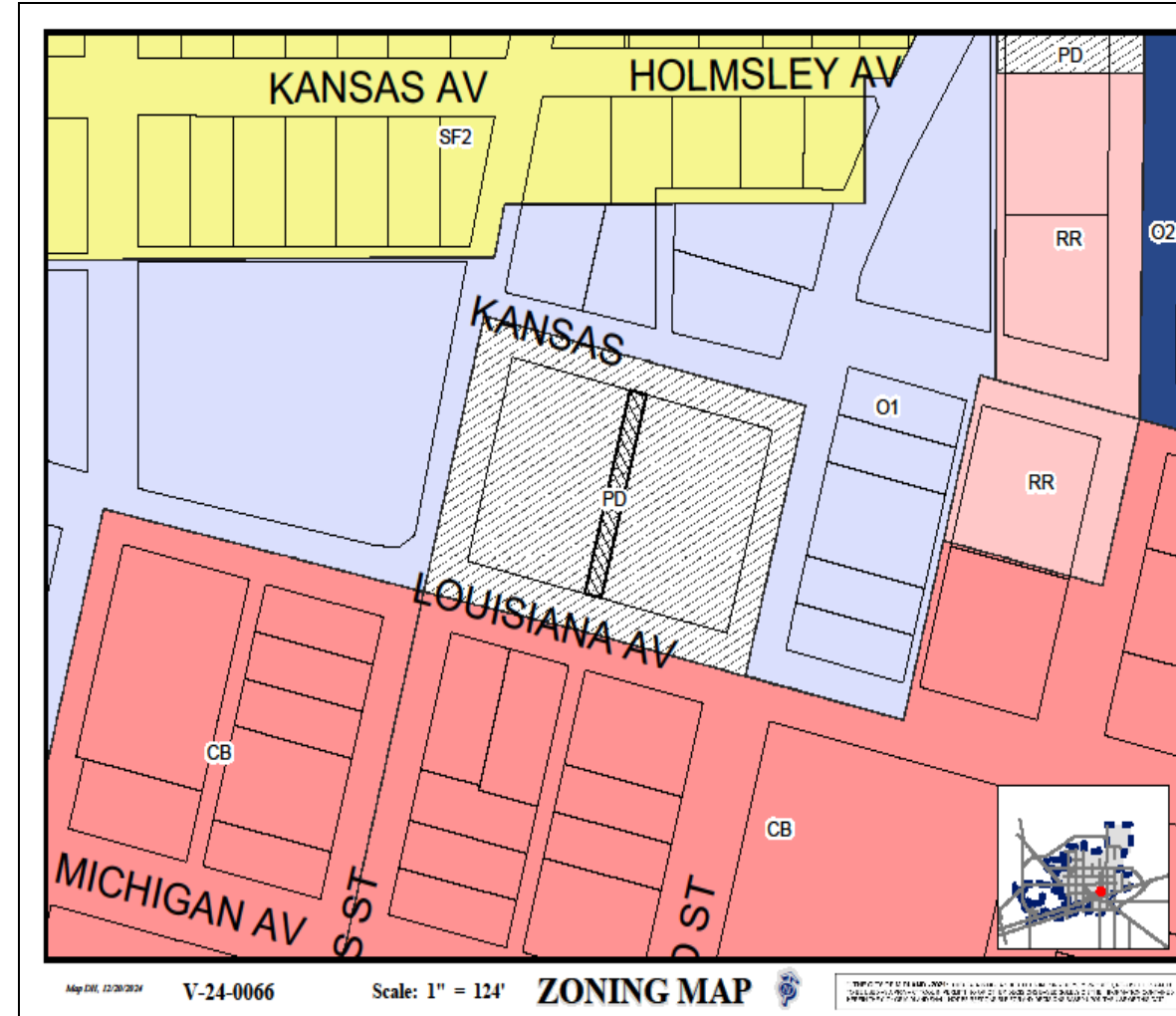
3

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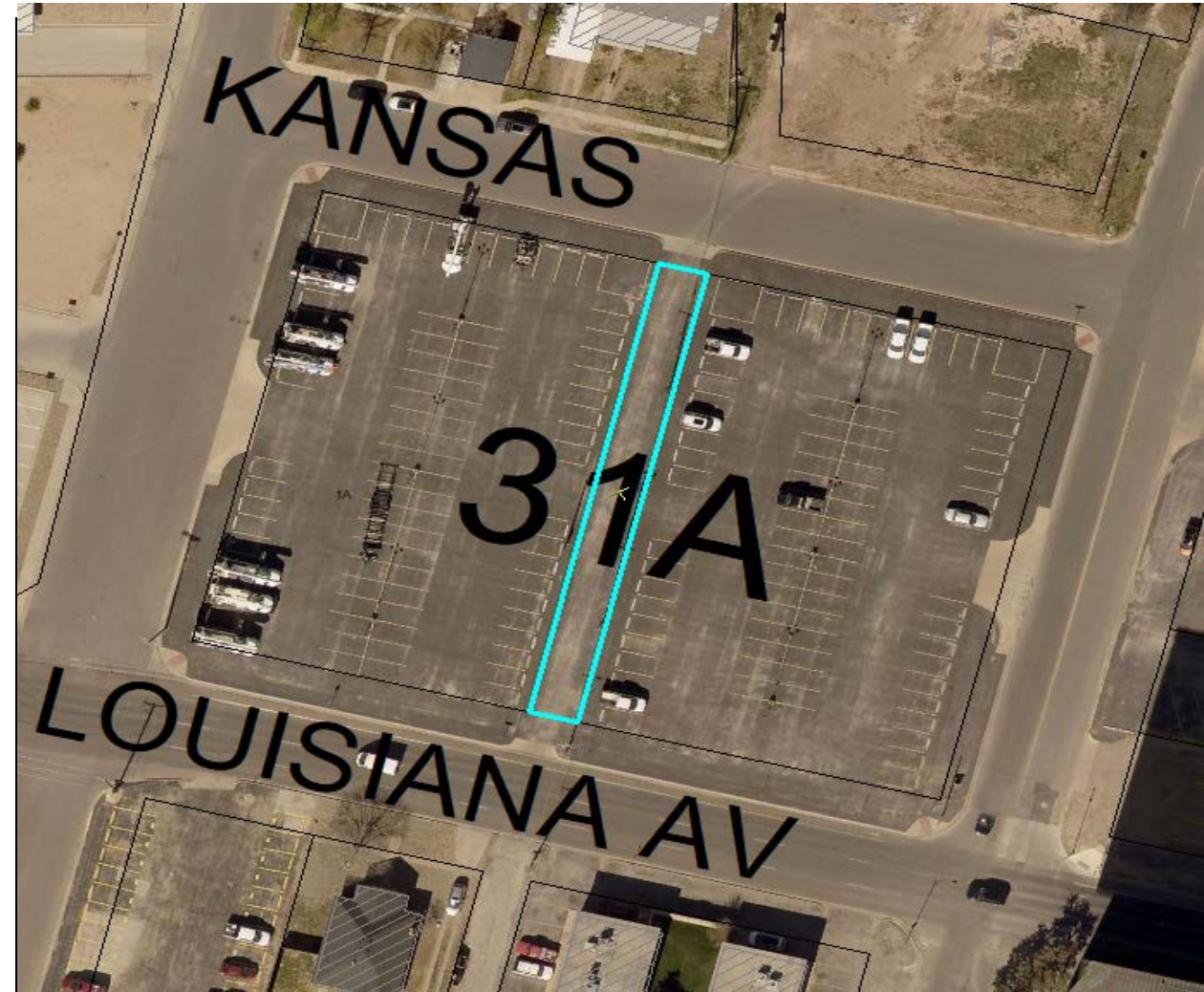
ZONING

- **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



7

-
- MIDLAND**
Be the Energy!
- THE ROCK
MINE
PAPER
EYE
MINE
- Page 317 of 613

MISSION

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





City Council Meeting

Item Number: 15.
Meeting Date: February 10, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE-FOOT PORTION OF LOT 2, BLOCK 1, COUNTRY VILLA ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 270 FEET EAST OF SOUTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Purpose:

Stephen Lindsey, on behalf of GTHCC 2017, LLC., is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, for the property located on 4300 West Wall Street for the Grand Texan Bar & Grill.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:**Current Zoning:**

C, Commercial District

Surrounding Zoning and Land Use:

Properties to the North are zoned TP, Technology Park District, and consist of Action Wrecker Services. Properties to the East and West are zoned C, Commercial, and consist of a shopping center and car dealership. The properties to the South are TP, Technology Park and Heavy Industrial and consist of industrial use.

Analysis:

The property is zoned C, Commercial District. Commercial zoning allows for alcoholic beverages sales for on-premises consumption in a restaurant with the approval of an SUD. The property currently does not have an SUD. The total area of the restaurant is 1,763-square feet, and the proposed alcohol serviceable area is 668 square feet.

The proposed days and hours of operation are:

Monday through Sunday 7 a.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Saturday from 7 a.m. to 2 a.m.
Sunday from 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 objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for The Grand Texan is acceptable. The property must adhere to the maximum occupant load of 117 persons for the alcohol serviceable area. Occupancy loads must be

posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6- Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” (Tall City Tomorrow page 137) Grand Texan Bar & Grill is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 668 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following: Monday through Saturday from 7 a.m. to 2 a.m. Sunday from 10 a.m. to 2 a.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of January 30, 2025 staff has not received any letters of objections.

Attachments:

- A. ORDINANCE W/EXH - SUD-25-0216.79703 Bar & Grill LLC (Grand Texan Bar & Grill) - Alcohol Sales w Exh
- B. SUD-25-0216, Combined Docs
- C. SUD-25-0216, Alcohol SUD with Term Grand Texan Hotel
- D. SUD-25-0216, Alcohol SUD with Term Grand Texan Hotel

Alexis Martinez, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services

Created/Initiated - 1/29/2026
Approved - 1/30/2026
Approved - 1/30/2026

Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE-FOOT PORTION OF LOT 2, BLOCK 1, COUNTRY VILLA ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 270 FEET EAST OF SOUTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,763-square-foot portion of Lot 2, Block 1, Country Villa Estates, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the “Establishment”) for on-premises consumption, together with the uses permitted in the present C, Commercial 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 668 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 7:00 a.m. to 2:00 a.m. of the following day; and Sunday 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

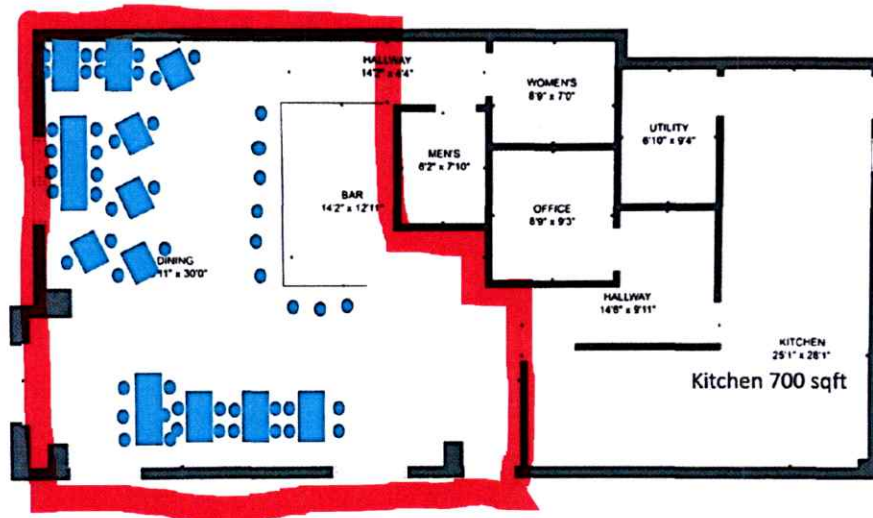
EXHIBIT A

Scanned with
CamScanner

Alcoholic Beverage Service Area Outlined in RED.

Total Area- 1,763 sf

Serviceable Area- 668 sf



GROSS INTERNAL AREA
FLOOR 1: 1,763 sq. ft.
TOTAL: 1,763 sq. ft.



**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: 79703 Bar & Grill, LLC (Jarnail Sihota)

Phone (559) 885-2445
Email aruja924@gmail.com

Address 4300 W Wall ST

City Midland

State TX

Zip 79703

Property Owner
Printed Name: GTHCC 2017, LLC (Jarnail Sihota)

Phone (432) 618-9000
Email

Address 4300 W Wall ST

City Midland

State TX

Zip 79703

Representative (if different from Applicant or Property Owner)

Firm: Texas Liquor License

Printed Name: Stephen Lindsey

Phone (469) 628-2193
Email
steve@texasliquorlicense.com

Address PO Box 864137

City Plano

State TX

Zip 75086

Street Address: 4300 W Wall ST

Business Name: Grand Texan Bar & Grill

Legal Description

Lot: 001 Block: 001 Subdivision: Country Villa Estates

Current Zoning: Commercial

Reason for Request: Permission to serve alcoholic beverages for on-premise consumption.

Type of Business (restaurant, bar, lounge, nightclub, etc.): Restaurant and Bar

Proposed/Current Days and Hours of Operation: 7 Days/week, 7:00 am to Midnight 7 a.m. to 2 a.m.

Proposed Days and Hours of Alcohol Service: Sunday 10:00 am to Midnight Mon-Fri 7:00 am to midnight
Sat 7:00 am to 1:00 am Mon-Sat 7 a.m to 2 a.m Sun 10 a.m. to 2 a.m

Total Square Footage of Business: ~~1,763 sf~~ 1,763 sf 668 sf

Square Footage of Alcohol Serviceable Area: 1,763 668 sf

Restroom Fixtures: Men
Women

Toilets/Urinals: 5 / 4
Toilets: 5

Bathroom Sinks: 3

Bathroom Sinks: 4

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): Jarnail Sihota Date: 12/16/25

Applicant (printed): Jarnail Sihota

Property Owner (signature): Jarnail Sihota Date: 12/16/25

Property Owner (printed): Jarnail Sihota

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.

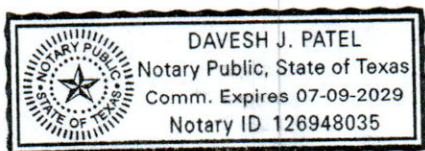
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Stephen Boyd Lindsey who, being by me duly sworn, upon oath says: That (s)he is authorized by Jarnail Sihota, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 11 day of December, 20 25, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

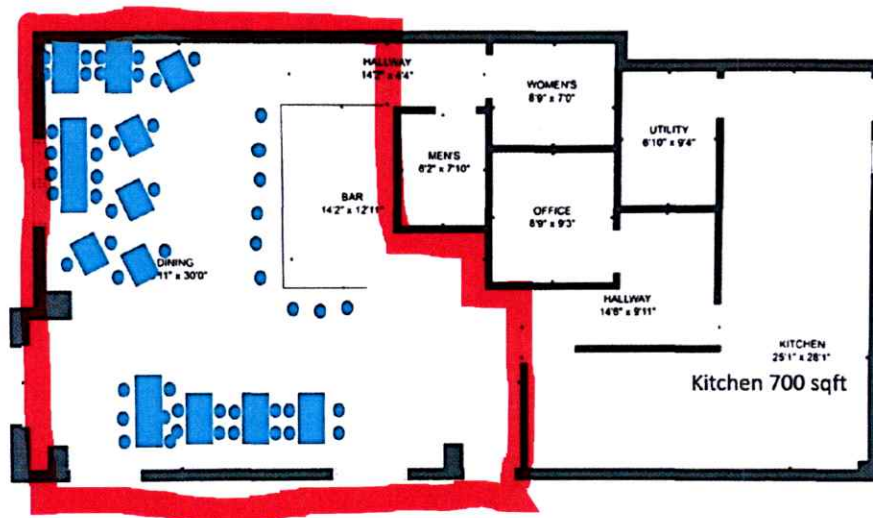
FOR OFFICE USE ONLY	
☐ Property Owner Authorization ☐ Application Fee Check # _____	☐ Dimensioned Floor Plan ☐ Site Plan ☐ Plans in Digital Format (PDF/JPEG)
Received By: _____	Date: _____

****Application will not be considered for scheduling until reviewed by a planner.****

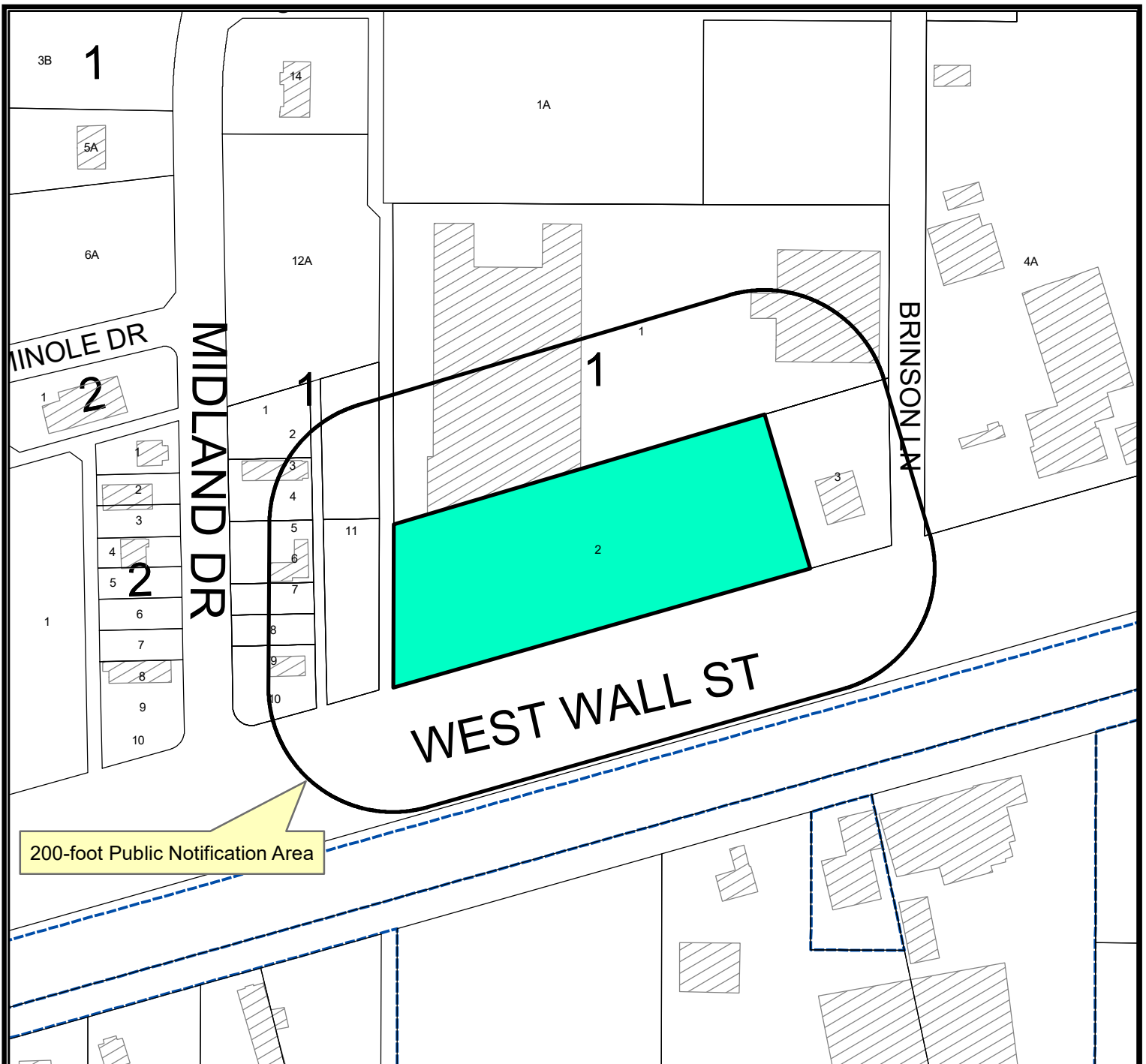
Alcoholic Beverage Service Area Outlined in RED.

Total Area- 1,763 sf

Serviceable Area- 668 sf



GRAND TOTAL AREA
FLOOR 1: 1,763 sq. ft.
TOTAL: 1,763 sq. ft.



Location Map

SUD-25-0216

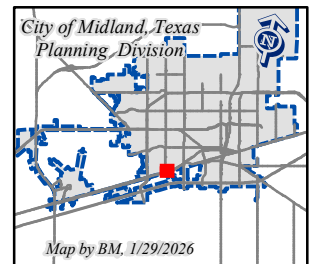
Scale: 1" = 231'

Consider a request by Stephen Lindsey, on behalf of GTHCC 2017, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a Restaurant for a 1,763 square foot portion of Lot 2, Block 1, Country Villa Estates, City and County of Midland, Texas.

Generally located on the north side of West Wall Street, approximately 270 feet east of South Midland Drive. (Council District 2)

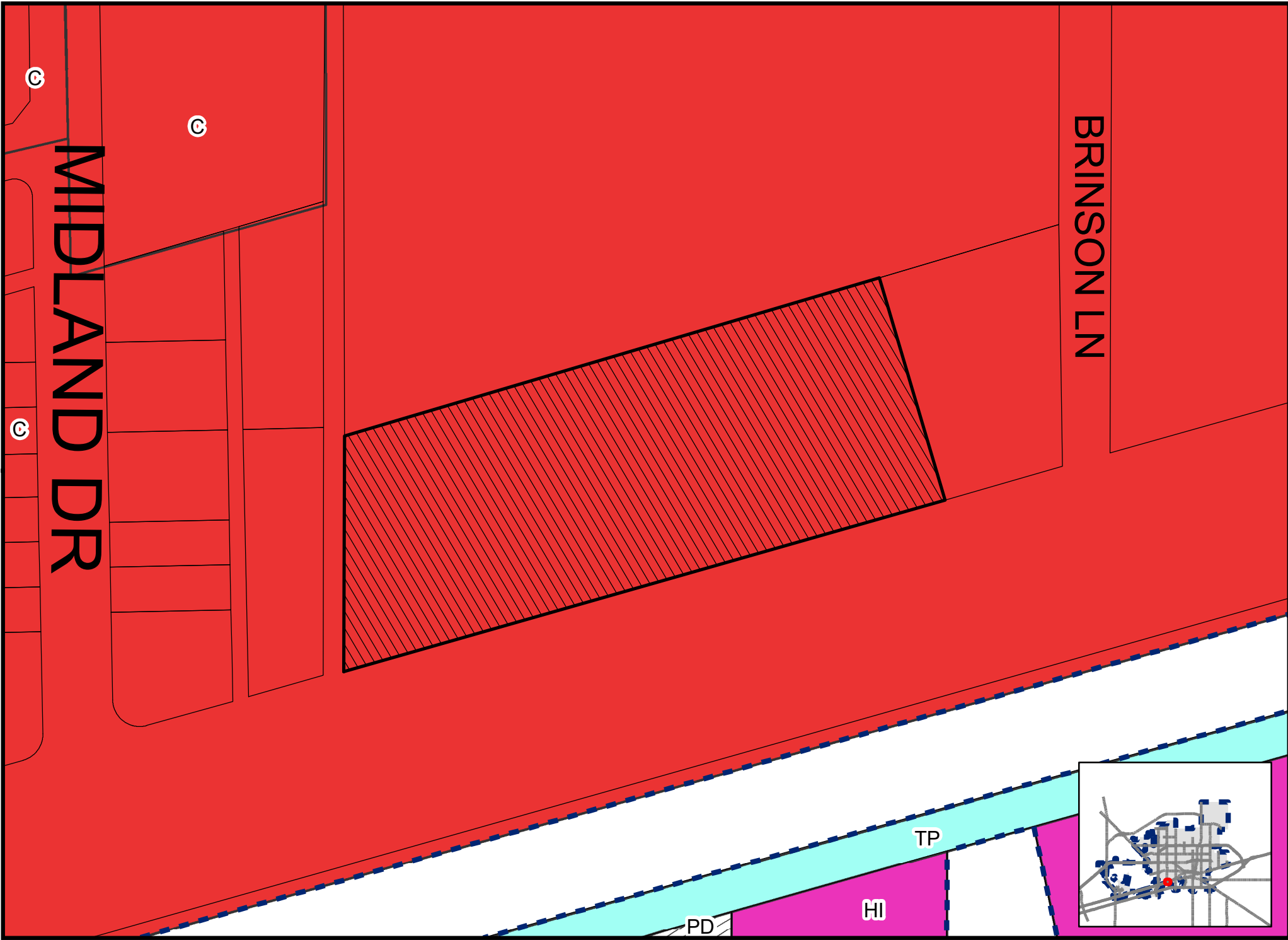
LEGEND

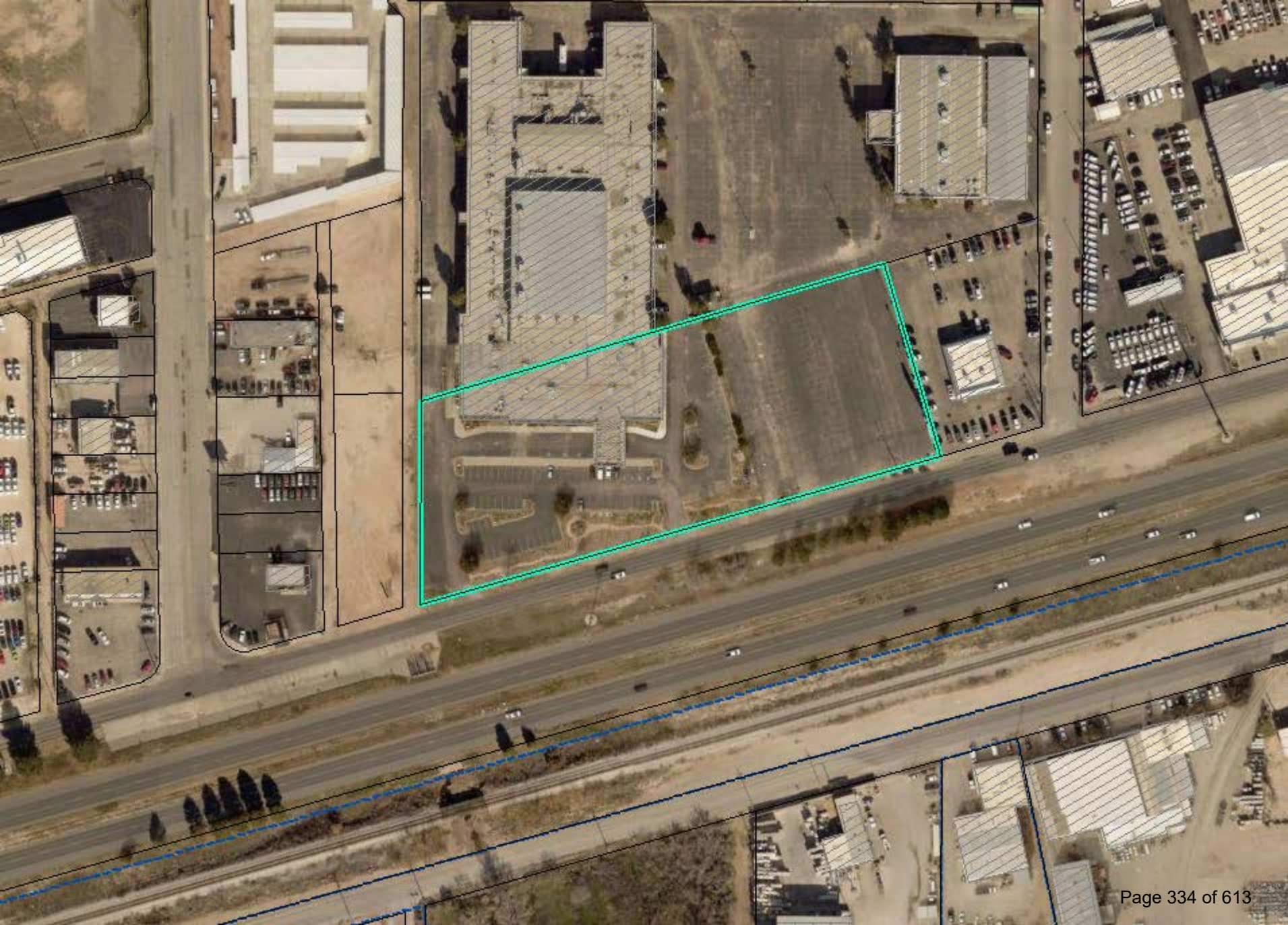
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



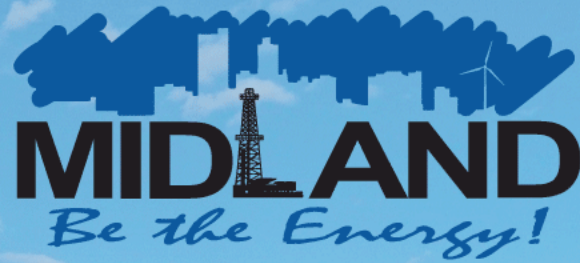
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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









SPECIFIC USE DESIGNATION GRAND TEXAN HOTEL

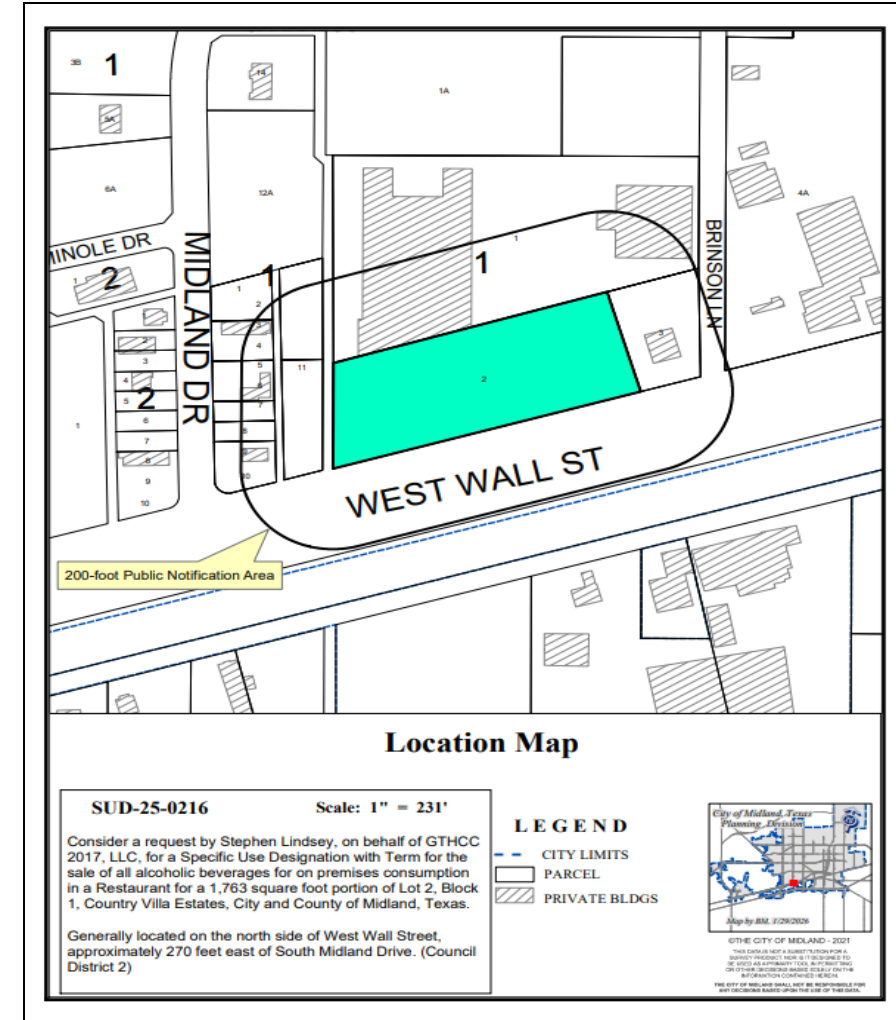


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MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant:** Stephen Lindsey
- **Property Owner:** GTHCC 2017, LLC
- **Location:** 4300 West Wall (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant/bar.



DETAILS OF REQUEST

- **For an existing hotel with a restaurant and bar area.**
- **Area of Business:** 1,763 SF
- **Serviceable Area:** 668 SF
- **Hours of Operation:** Monday through Sunday 7:00 a.m. to 2:00 a.m.
- **Sales of Alcohol :**
 - Monday through Saturday 7:00 a.m. to 2:00 a.m. and Sunday from 10:00 a.m. to 2:00 a.m.

Alcoholic Beverage Service Area Outlined in RED.

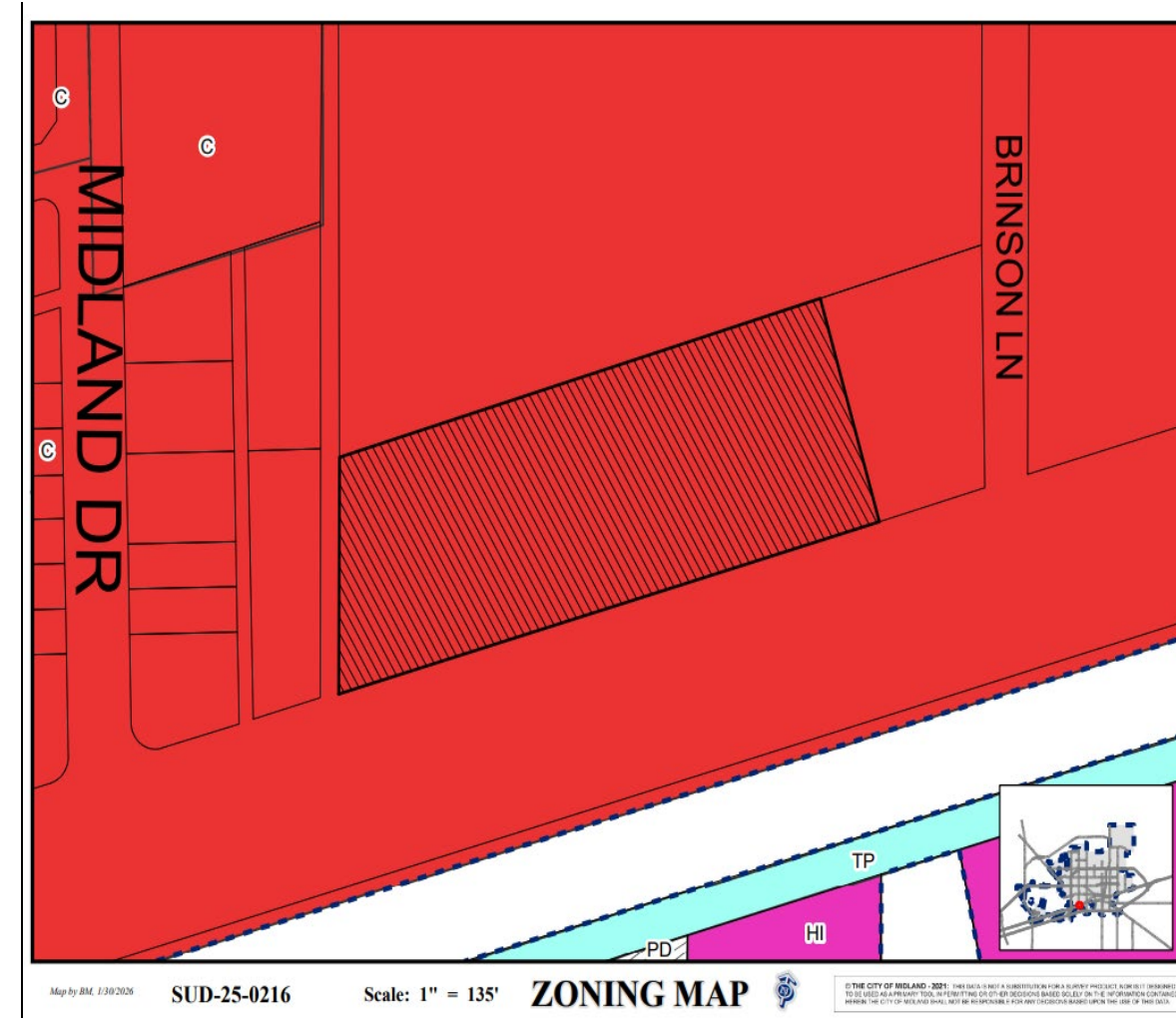
Total Area- 1,763 sf

Serviceable Area- 668 sf



ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
 - **South:** TP, Technology Park and Heavy Industrial District
 - **North/West/East:** C, Commercial District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** Hotel, Restaurant, and Bar
- **Surrounding Uses:**
 - **North/East:** Automotive Shop
 - **West:** Retail Stores and Shops
 - **South:** Industrial Use



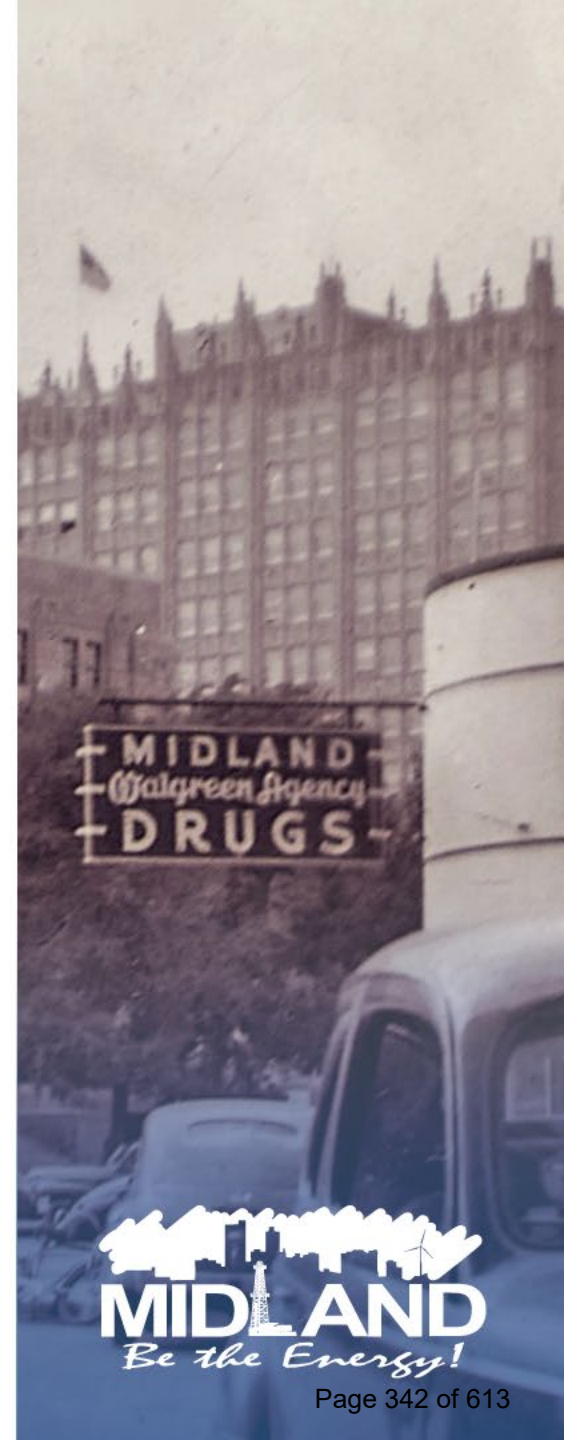


On West Wall Street, Looking North



COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:
 - A. That the serviceable area of the Establishment shall be limited to approximately 668 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 Saturday from 7:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day.



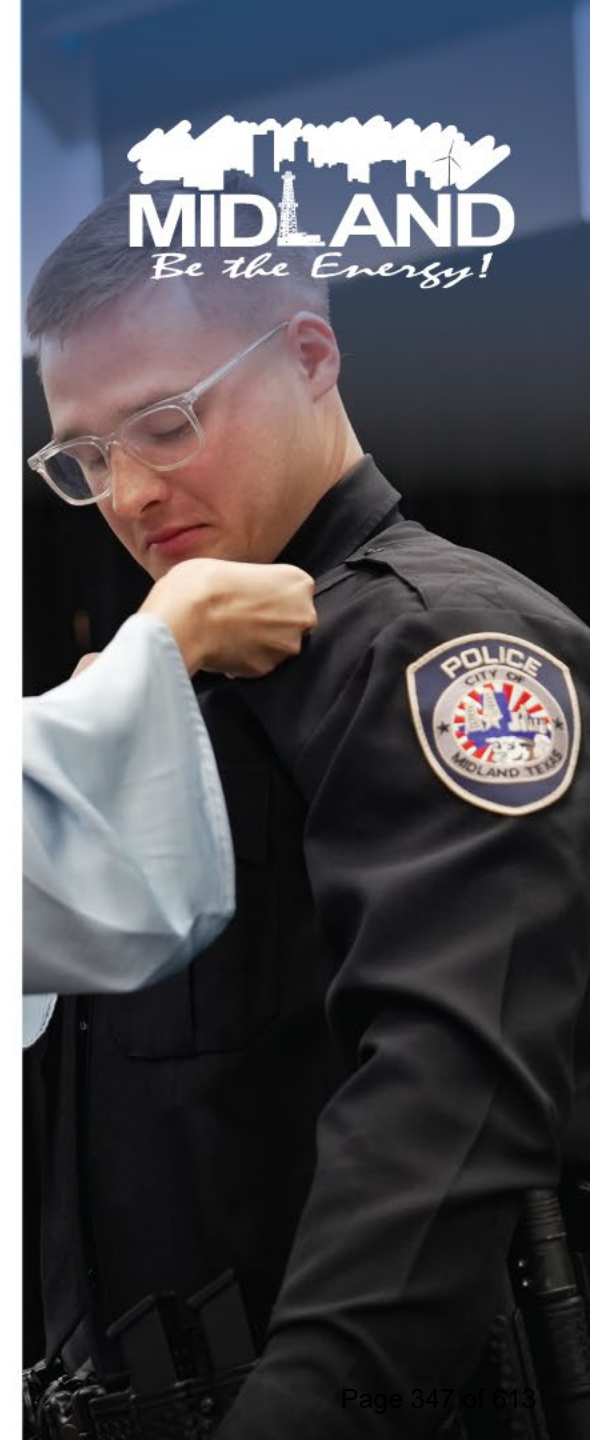
STAFF'S RECOMMENDATION

- 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

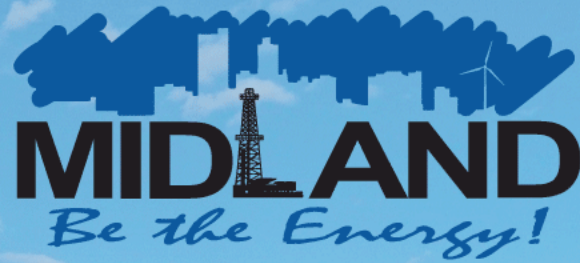
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 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.





ITEM

SPECIFIC USE DESIGNATION

GRAND TEXAN HOTEL

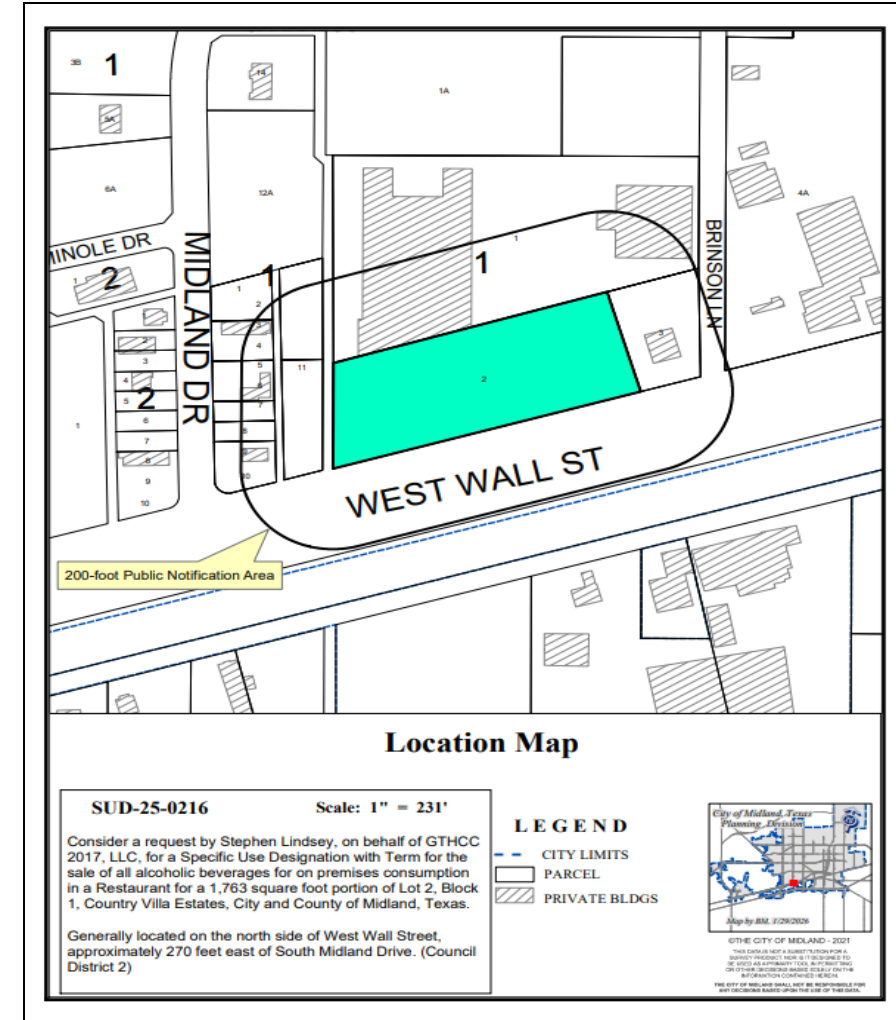


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MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant:** Stephen Lindsey
- **Property Owner:** GTHCC 2017, LLC
- **Location:** 4300 West Wall (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant/bar.



DETAILS OF REQUEST

- **For an existing hotel with a restaurant and bar area.**
- **Area of Business:** 1,763 SF
- **Serviceable Area:** 668 SF
- **Hours of Operation:** Monday through Sunday 7:00 a.m. to 2:00 a.m.
- **Sales of Alcohol :**
 - Monday through Saturday 7:00 a.m. to 2:00 a.m. and Sunday from 10:00 a.m. to 2:00 a.m.

Alcoholic Beverage Service Area Outlined in RED.

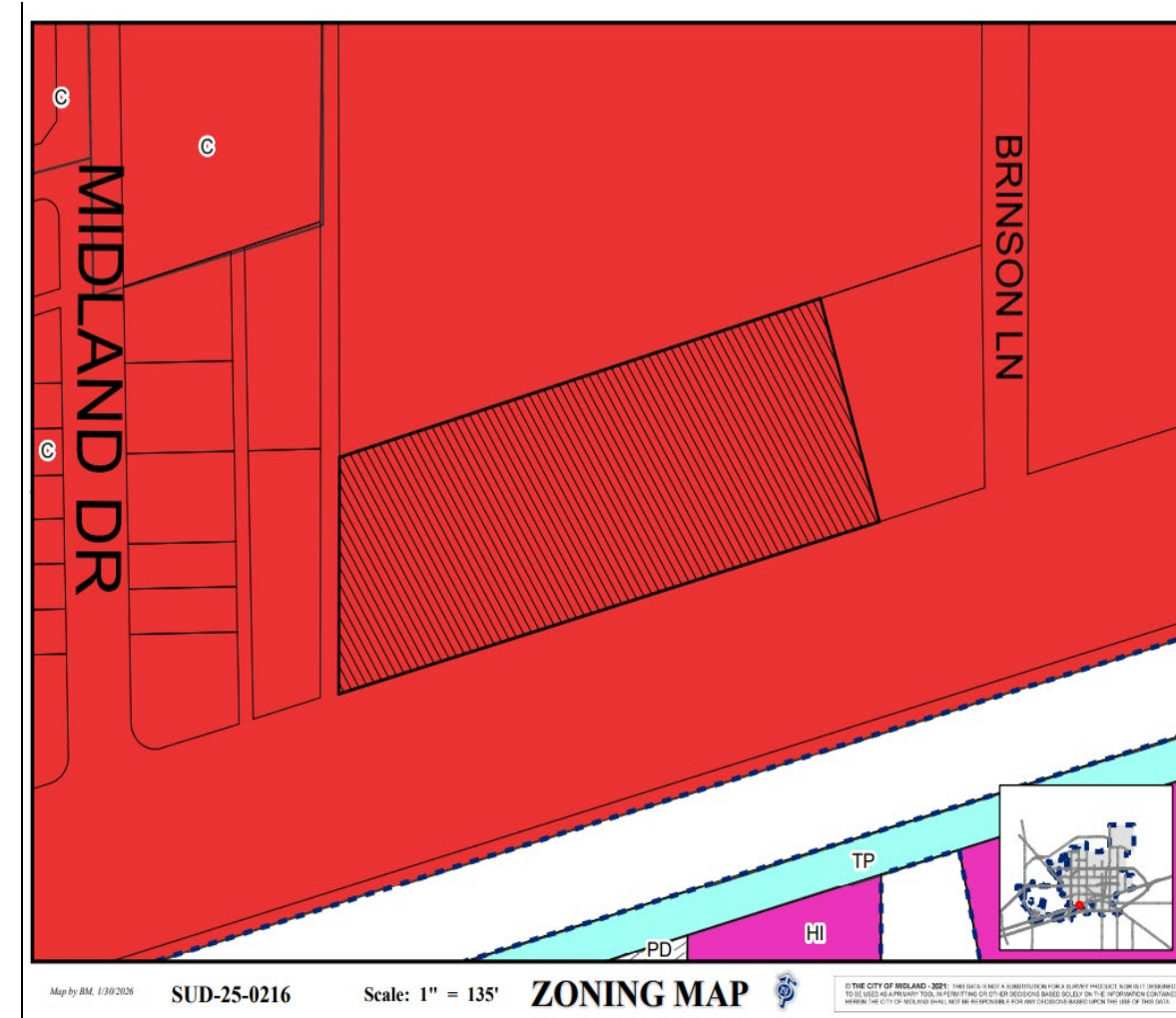
Total Area- 1,763 sf

Serviceable Area- 668 sf



ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
 - **South:** TP, Technology Park and Heavy Industrial District
 - **North/West/East:** C, Commercial District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** Hotel, Restaurant, and Bar
- **Surrounding Uses:**
 - **North/East:** Automotive Shop
 - **West:** Retail Stores and Shops
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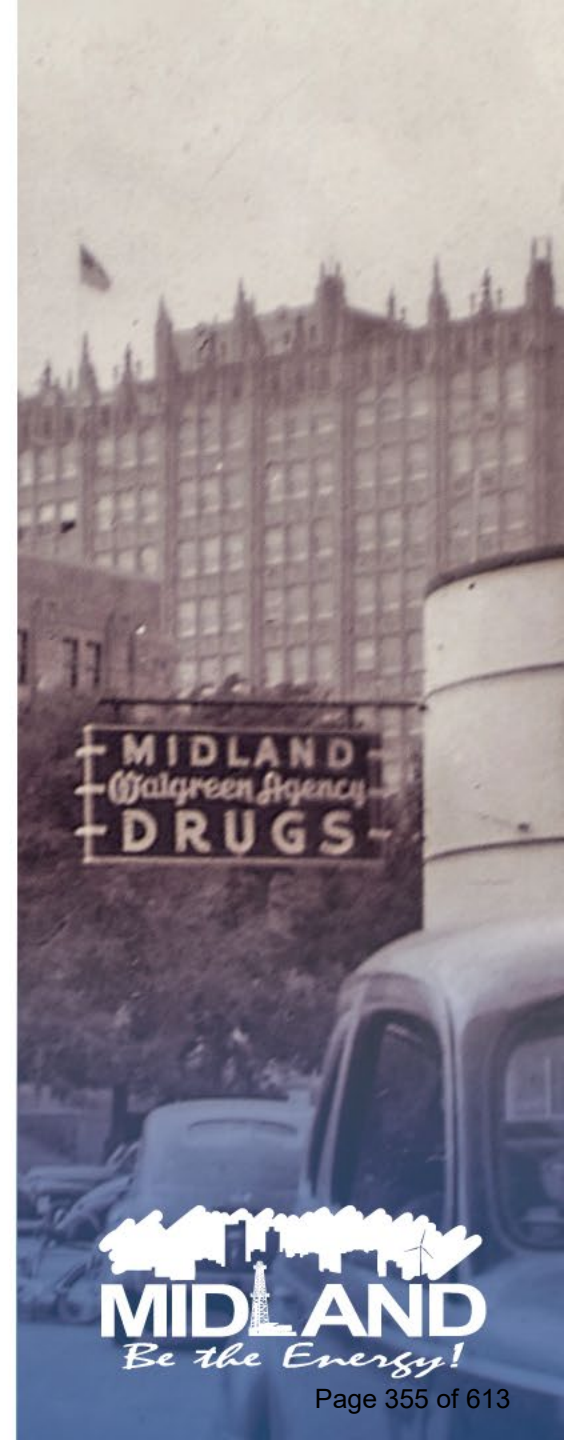


On West Wall Street, Looking North



COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:
 - A. That the serviceable area of the Establishment shall be limited to approximately 668 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 Saturday from 7:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day.



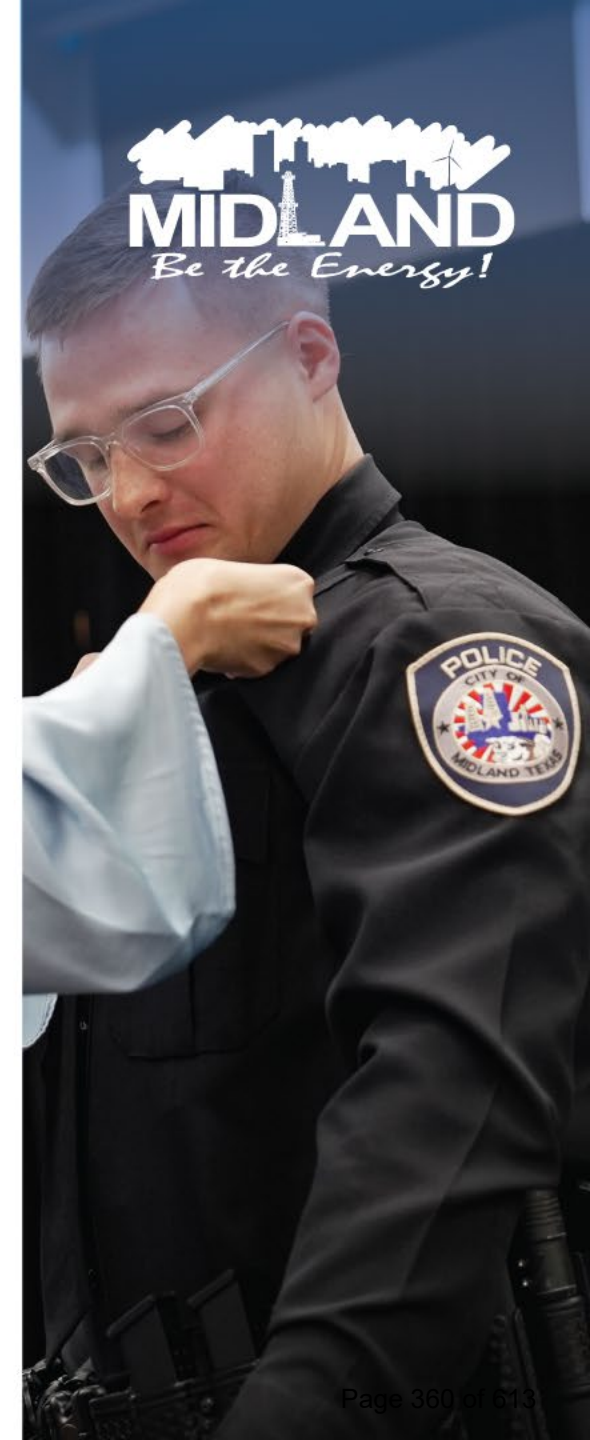
STAFF'S RECOMMENDATION

- 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: 16.
Meeting Date: February 10, 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 THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Purpose:

David Chin, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a lounge on a property located at 615 West Wall Street for Hot Shots.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:**Current Zoning:**

CB, Central Business District

Surrounding Zoning and Land Use:

All surrounding properties are zoned CB, Central Business District. Property to the north is office buildings. Property to the east is BTA Oil. Property to the south is The Bar. The property to the west is Double Bar Saloon.

Analysis:

The property is zoned CB, Central Business District. CB zoning allows Alcoholic Beverages Sales for On-Premises Consumption in a lounge with the approval of an SUD. The total area of the lounge, Hot Shots, is 4,200 square feet and the proposed alcohol serviceable area is 4,000 square feet.

The proposed hours of operation:

Tuesday through Saturday from 6 p.m. to 2 a.m.

The proposed hours of alcohol service:

Tuesday through Saturday from 6 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." Hot Shots, is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No additional comments or objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD is approved based on the current occupant load pending that no changes to the occupancy, seating count, physical structure, and/or the floor layout has taken place when compared to previously approved SUDs. 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 lounge, subject to Condition A through H.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 4,000 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
- C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to: Tuesday through Saturday from 6 p.m. to 2 a.m.
- D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code
- E. That the establishment shall meet all requirements of the Fire Department and Code Administration.
- 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 zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.
- H. That this ordinance shall supersede Ordinance No. 10619 in all respects, and Ordinance No. 10619 shall be of no further force and effect; provided, however, that for purposes of determining when the two-year term of this Specific Use Designation With Term shall expire in accordance with Section 11-1-9.07.E of the City Code, his ordinance shall be considered an amendment of Ordinance No. 10619, which was finally approved by the City Council on June 10, 2025. For the avoidance of doubt, this Specific Use Designation With Term shall expire at the conclusion of June 9, 2027, unless it is renewed in accordance with Section 11-1-9.07.E.2 of the City Code or terminated in accordance with Section 11-1-9.07.E.3 of the City Code.

Letters of Objection:

As of January 30, 2026 staff has not received any letters of objection.

Attachments:

- A. ORDINANCE W/EXH - SUD-25-0195.Hot Shots - Alcohol Sales (Remove Security Req;
Revise Hours) V3 w Exh
- B. SUD-25--0195, Powper Point
- C. SUD-25-0195, Combined Docs
- D. 10619 - Ordinances - City Council - Regular - 6_10_2025

Alexis Martinez, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/29/2026
Approved - 1/30/2026
Approved - 1/30/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/3/2026

ORDINANCE NO. _____

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

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 the east 50 feet of Lots 10 through 12, Block 61, Original Town Addition, City and County of Midland, Texas (the “Property”), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a lounge (the “Establishment”) for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Tuesday through Saturday from 6:00 p.m. to 2:00 a.m. of the following day.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.
- H. That this ordinance shall supersede Ordinance No. 10619 in all respects, and Ordinance No. 10619 shall be of no further force and effect; provided, however, that for purposes of determining when the two-year term of this Specific Use Designation With Term shall expire in accordance with Section 11-1-9.07.E of the City Code, this ordinance shall be considered an amendment of Ordinance No. 10619, which was finally approved by the City Council on June 10, 2025. For the avoidance of doubt, this Specific Use Designation With Term shall expire at the conclusion of June 9, 2027, unless it is renewed in accordance with Section 11-1-9.07.E.2 of the City Code or terminated in accordance with Section 11-1-9.07.E.3 of the City Code.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

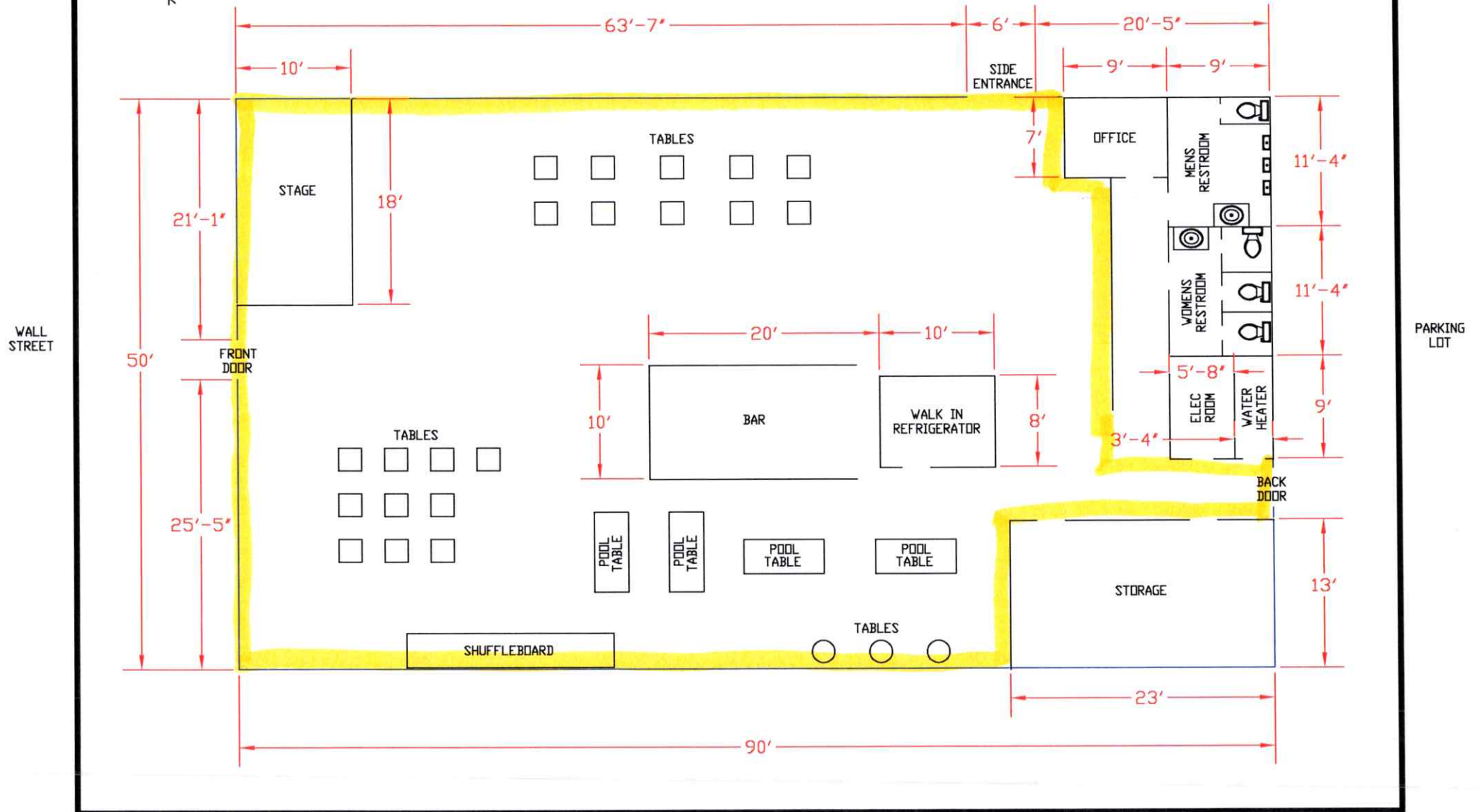
APPROVED ONLY AS TO FORM:

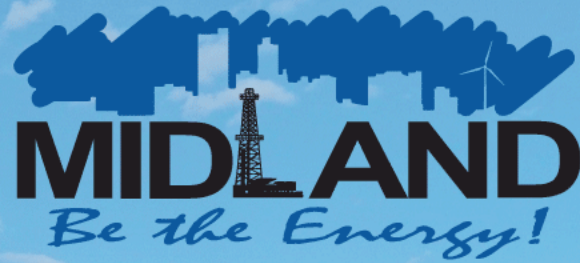
Nicholas Toulet, City Attorney

EXHIBIT A



HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701





ITEM SPECIFIC USE DESIGNATION HOT SHOTS

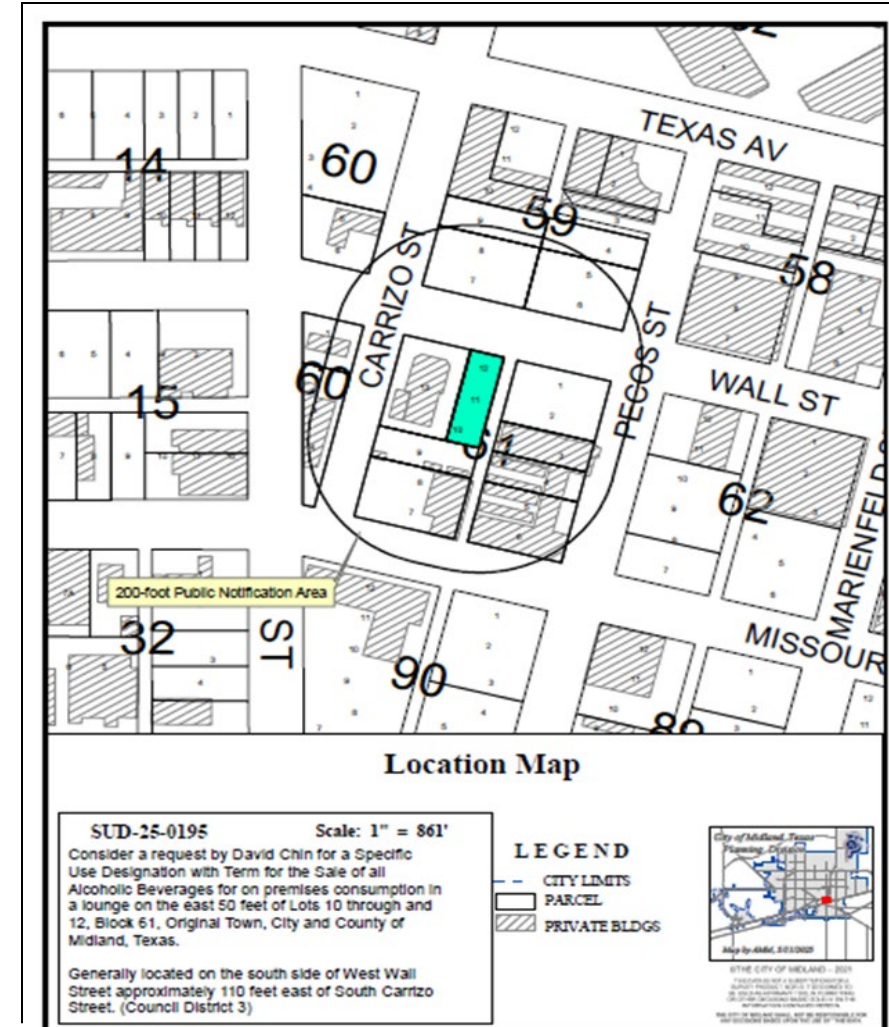


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MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property owner & applicant:** David Chin
- **Zone Change Request:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Current Use:** A Lounge (Hot Shots)
- **Address:** 615 West Wall Street (District 3)



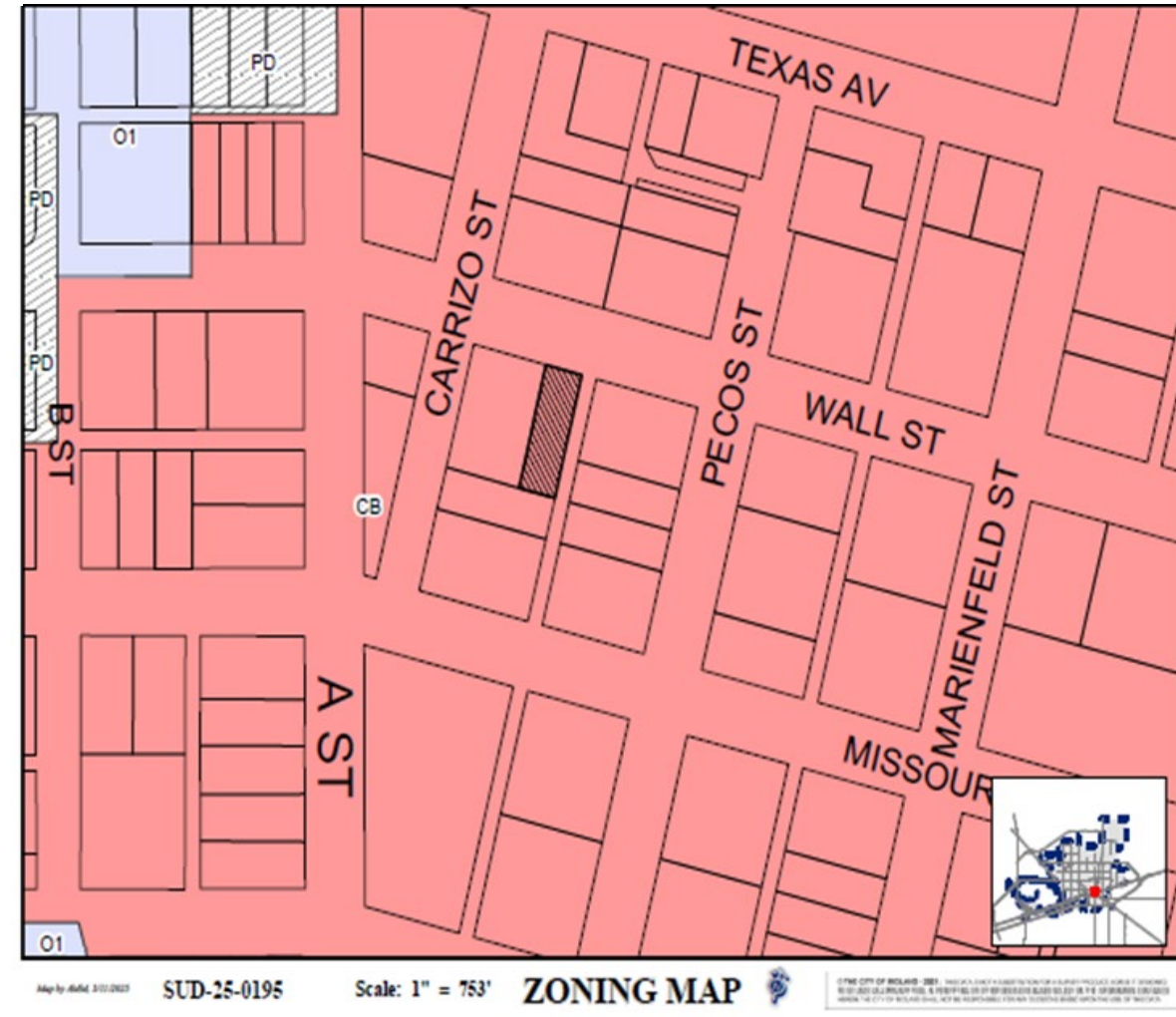
3

- **MIDLAND**
Be the Energy!



ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:**
 - **North, South , East and West:** CB, Central Business
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** A Lounge
- **Surrounding Uses:**
 - **North:** Commercial Building
 - **South:** The Bar
 - **East:** BTA Oil Building
 - **West:** Double Bar Saloon

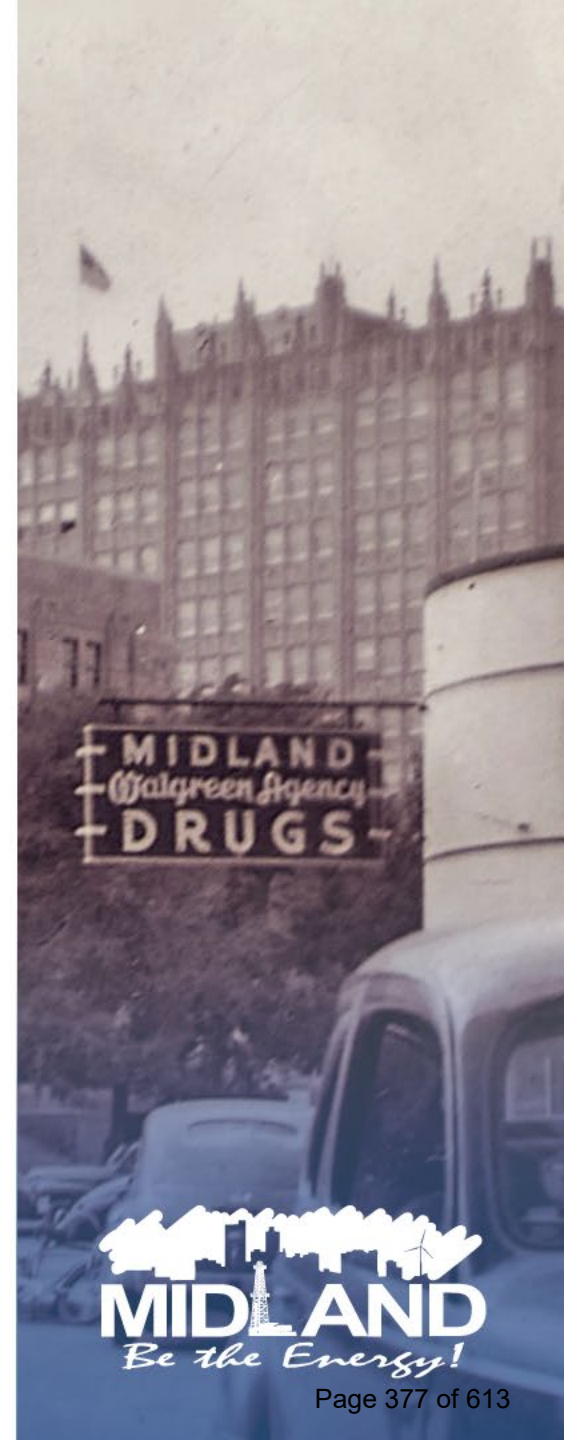




On West Wall Street, Looking South

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*.



APPROVAL AND CONDITIONS

- The Planning & Zoning Commission recommended approval of this request on April 7, 2025.
 - **City Council directed staff to amend the SUD on January 13, 2026.**
- A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibits A, which are attached hereto and incorporated herein for all purposes.



APPROVAL AND CONDITIONS

- 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:
Tuesday through Saturday from 6 p.m. to 2 a.m. of the following day.



APPROVAL AND CONDITIONS

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

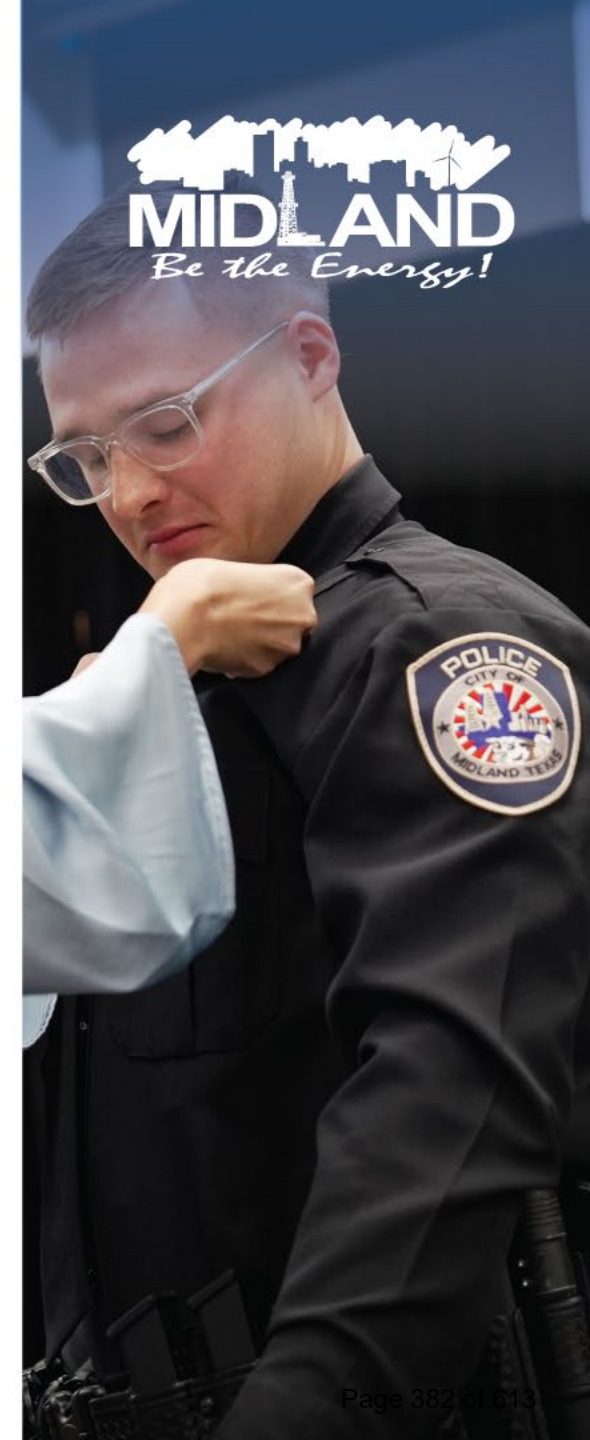
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



APPROVAL AND CONDITIONS

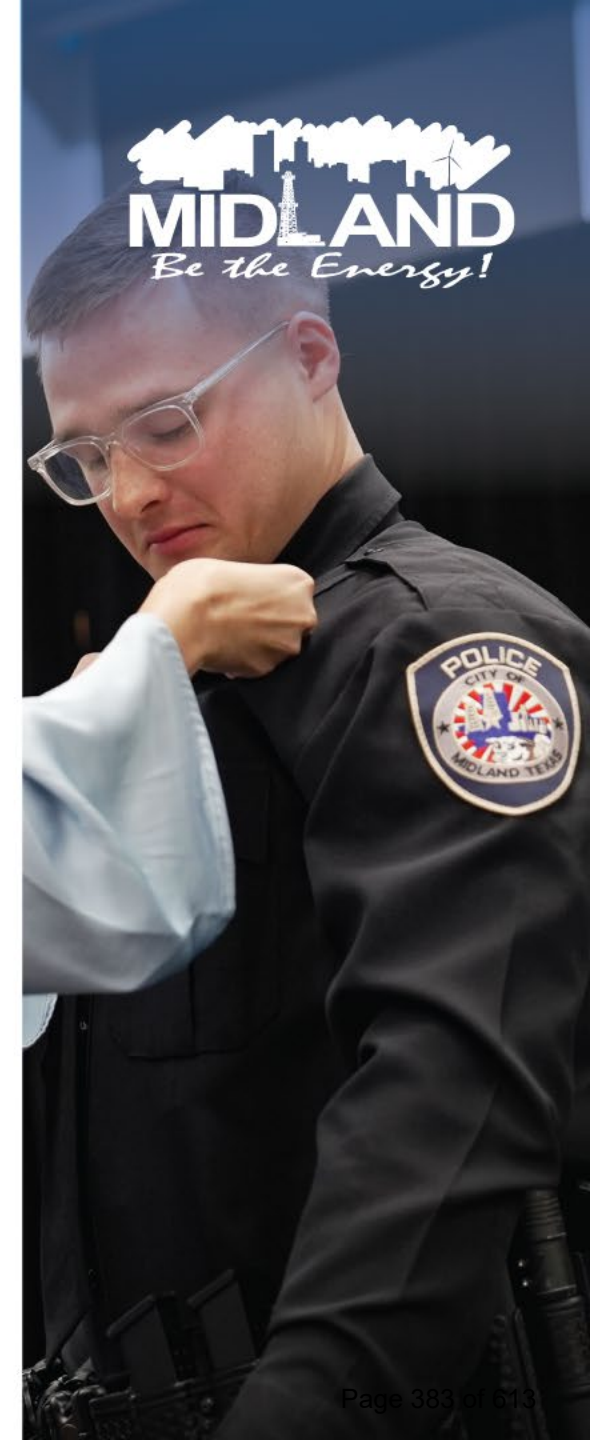
F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

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.



APPROVAL AND CONDITIONS

H. That this ordinance shall supersede Ordinance No. 10619 in all respects, and Ordinance No. 10619 shall be of no further force and effect.



MISSION

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





Specific Use Designation with
Term for the Sale of Alcoholic
Beverages for On-Premises
Consumption

FOR STAFF'S USE ONLY

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: DAVID CHIN

Phone (434) 352-7980

Email MANIX782@YAHOO.COM

Address 615 W. WALL STREET City MIDLAND

State TX Zip 79701

Property Owner

Printed Name: SAME AS ABOVE

Phone ()

Email

Address _____ City _____

State _____ Zip _____

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone ()

Email

Address _____ City _____

State _____ Zip _____

Street Address: 615 W. WALL STREET MIDLAND, TX 79701

Business Name: HOT SHOTS

Reason for Request: _____

Type of Business (restaurant, bar, lounge, nightclub, etc.): BAR

Proposed/Current Days and Hours of Operation: TUESDAYS THROUGH SATURDAYS

Proposed Days and Hours of Alcohol Service: 6:00PM - 2:00AM

Total Square Footage of Business: 4,200

Square Footage of Alcohol Serviceable Area: 4,000

(Outline in red on floor plan)

Restroom Fixtures: Men _____
Women _____

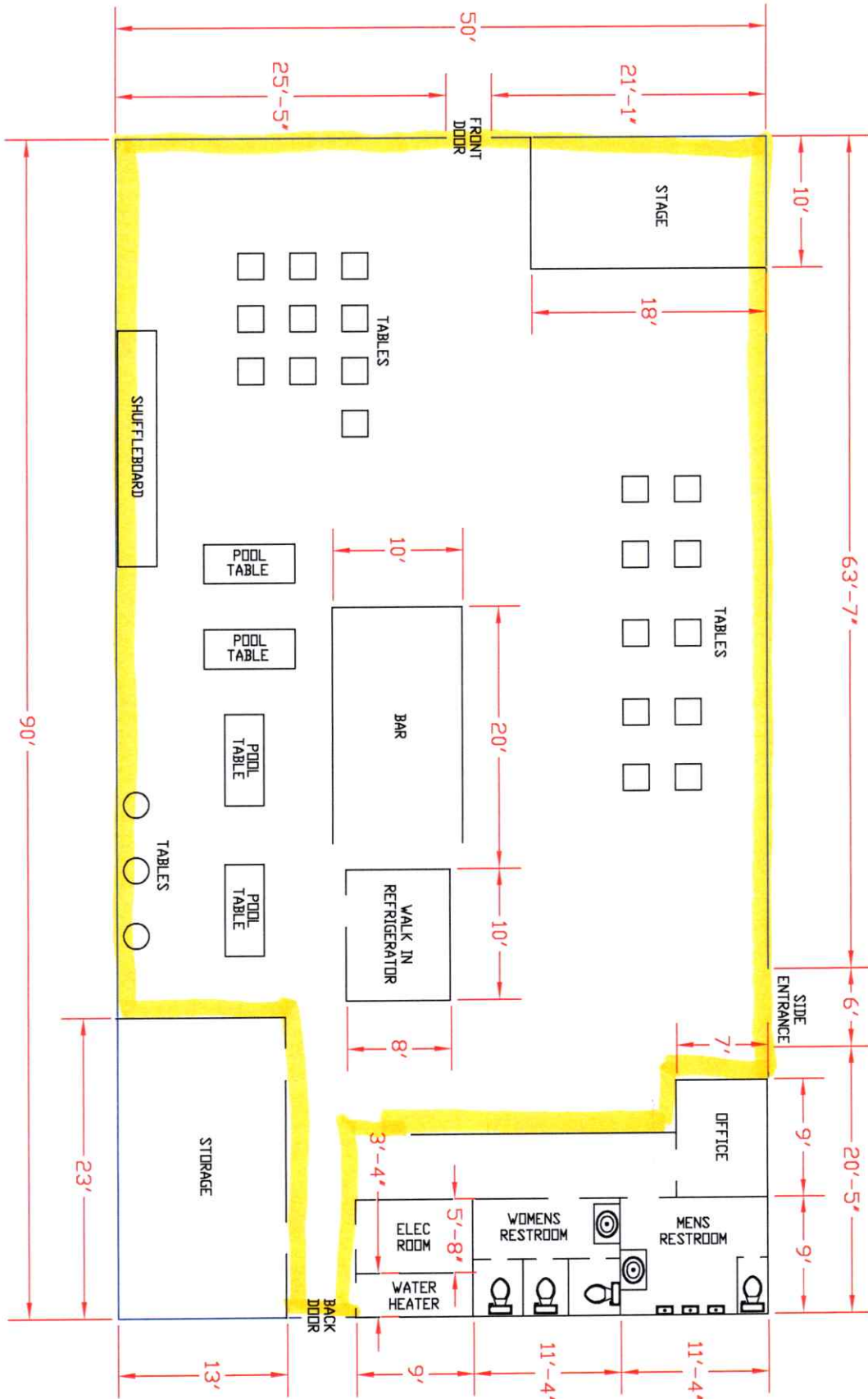
Toilets/Urinals: 1/3
Toilets: 3

Bathroom Sinks: 1
Bathroom Sinks: 1

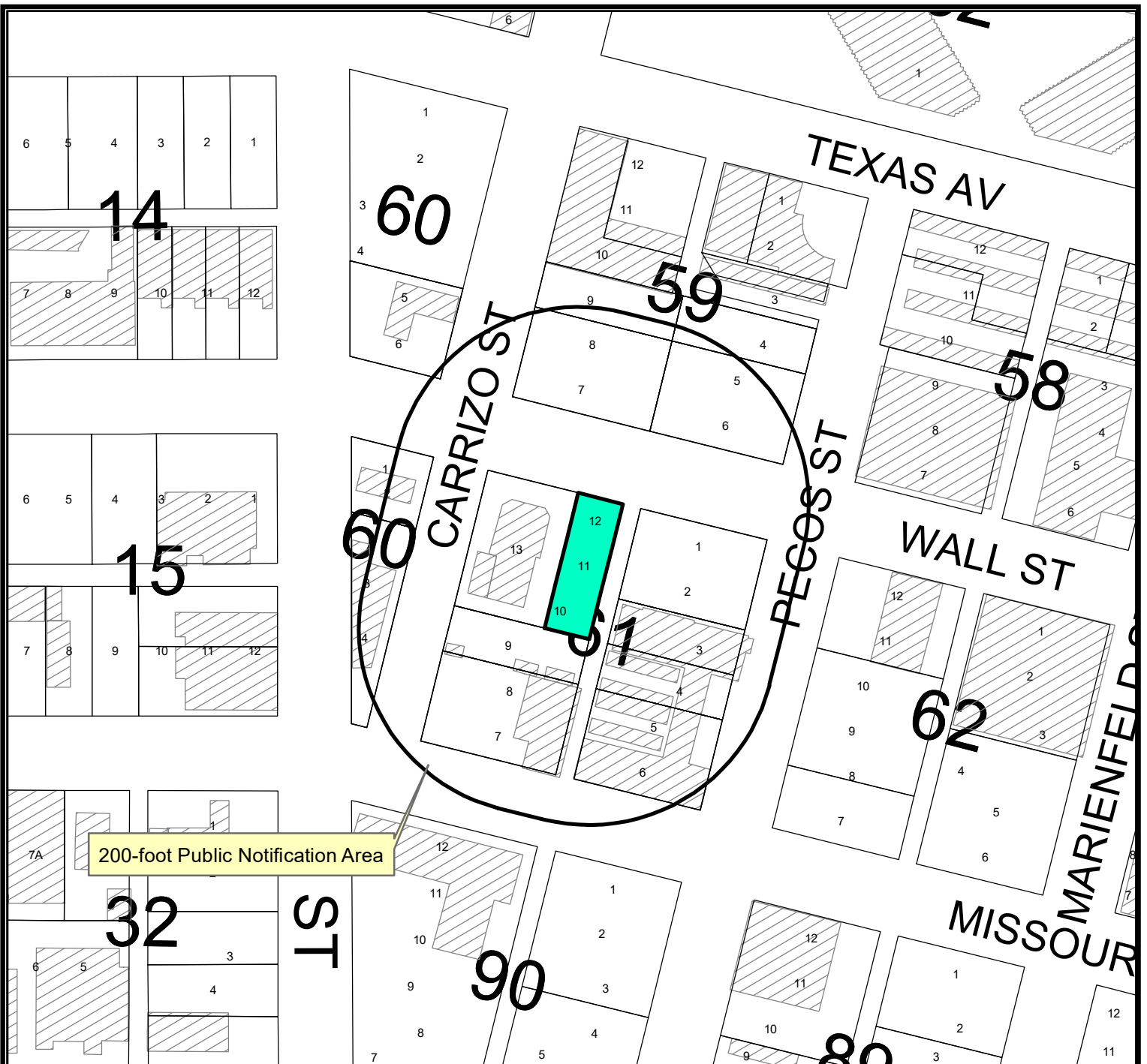
****Application will not be considered for scheduling until reviewed by a planner.****



HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701



PARKING
LOT



Location Map

SUD-25-0195

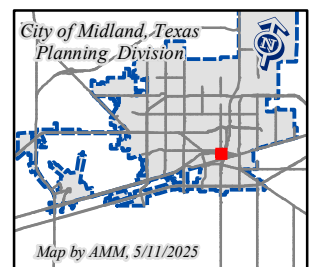
Scale: 1" = 861'

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a bar on the east 50 feet of Lot 10 through and 12, Block 39, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

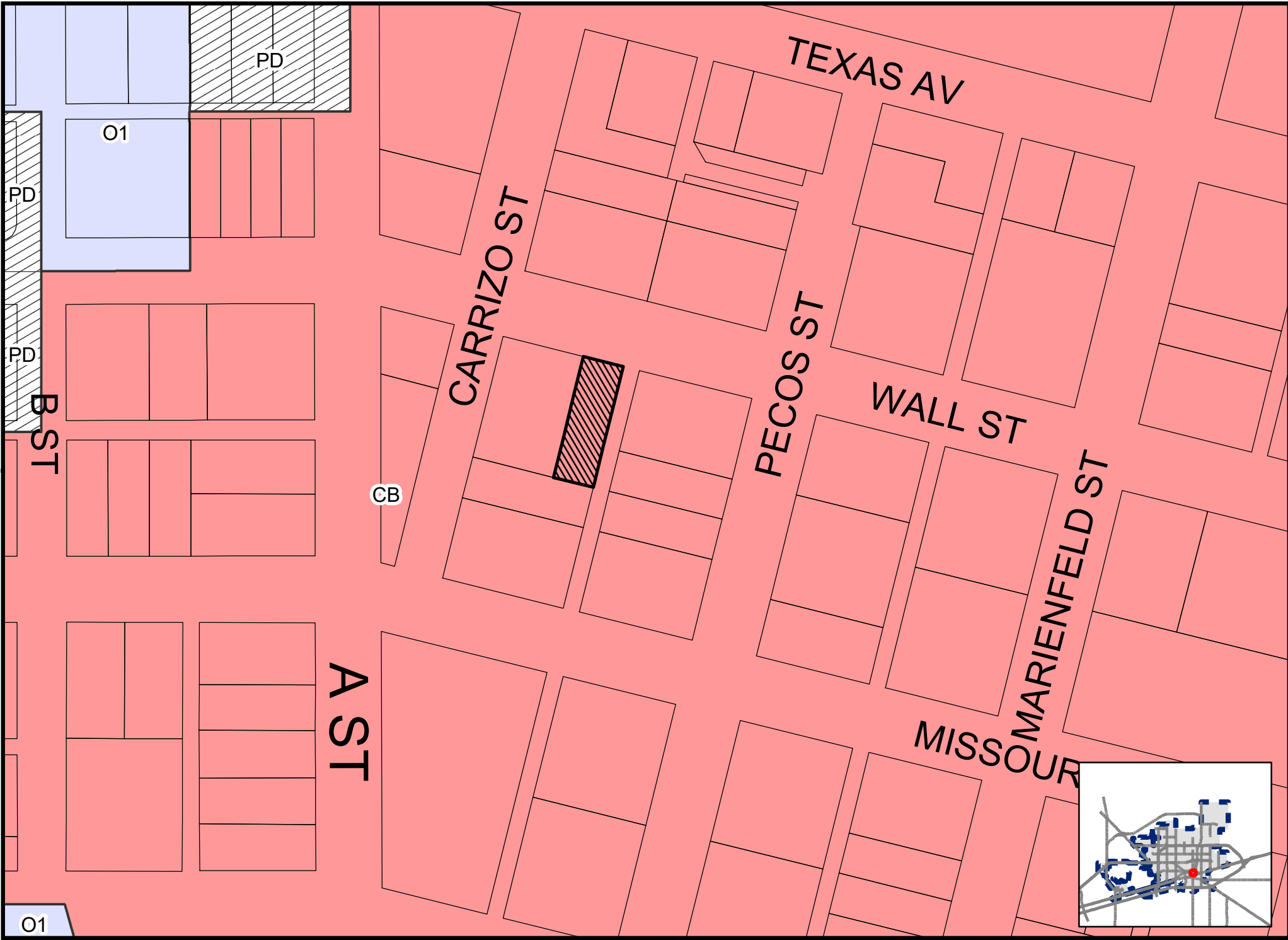
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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





TEXAS AV

CARRIZO ST

PECOS ST

WALL ST

MISSOURI ST

A ST

B ST



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

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 the east 50 feet of Lots 10 through 12, Block 61, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Tuesday through Saturday from 6:00 p.m. to 1:45 a.m. of the following day.
- D. That 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 1:45 a.m. of the following day.
- E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- F. That the Establishment shall meet 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.
- 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.
- I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within 60 days. 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.
- J. That in addition to the review specified in Subsection I, 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 staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal 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 22nd day of April, A.D., 2025; and passed to second reading on motion of Council member Norman, seconded by Council member Ladd, by the following vote:

Council members voting "AYE": Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

Council members voting "NAY": None

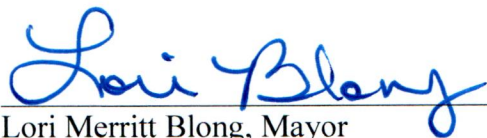
The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Norman, seconded by Council member Stubbs, on the 10th day of June, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE": Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd, Norman

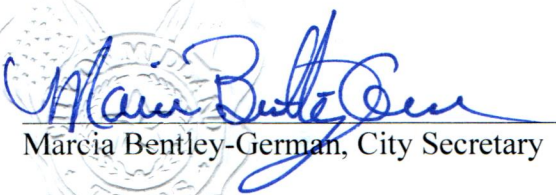
Council members voting "ABSTAIN": Poole

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of June, A.D., 2025.


Lori Merritt Blong, Mayor

ATTEST:


Marcia Bentley-German, City Secretary

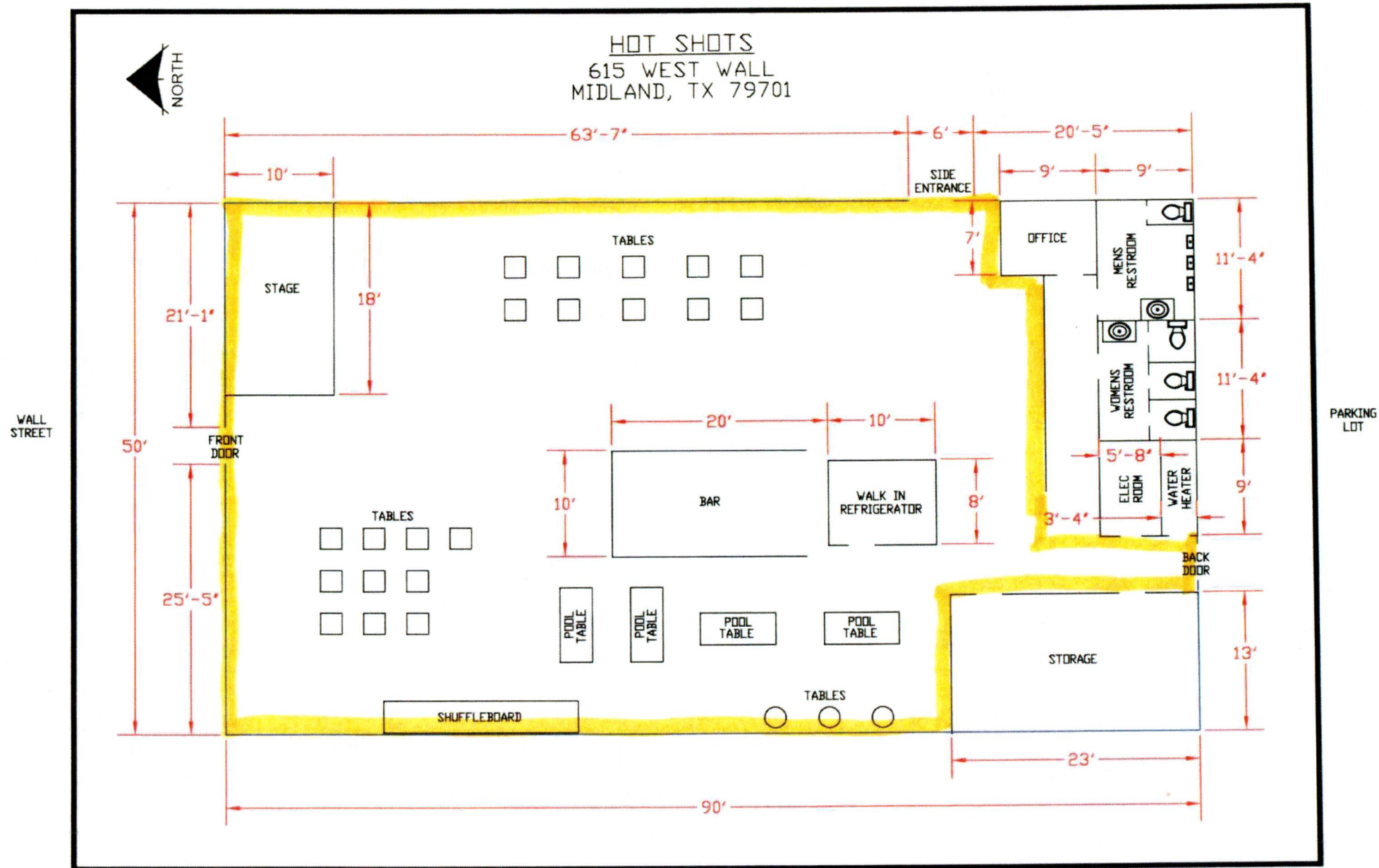
APPROVED AS TO CONTENT
AND COMPLETENESS:


Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:


Nicholas Toulet, Interim City Attorney

EXHIBIT A



Review-

no action taken

10619

{{customfields.ResoOrdMoNum}}



City Council Meeting

Item Number: 27
Meeting Date: August 12, 2025
To: City Council / City Manager
From: Alexis M. Martinez, Associate Planner
Subject: REVIEW ORDINANCE NO. 10619, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION. THE CITY COUNCIL MAY TAKE ACTION TO DIRECT CITY STAFF TO BEGIN THE PROCESS TO AMEND THE CONDITIONS AND RESTRICTIONS OF THE SPECIFIC USE DESIGNATION WITH TERM OR TO REPEAL ORDINANCE NO. 10619 (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

This is to review Ordinance 10619, which allowed a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a lounge on a property located at 615 West Wall Street for Hot Shots.

Recommended City Council Action:

Directional/Informational

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Review - no action taken

REMOVED

Analysis:

Per Condition I of Ordinance 10619, City Council is to review this SUD within 60 days of its approval. In Conducting the review 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 1:45 a.m. of the following day. Staff has received documentation showing that this condition has been satisfied.

Regarding the number of incidents reported at the business, 41 incidents were reported in 2024 and 36 incidents have been reported in 2025 thus far for a total of 77 incidents from 2024 to present. The incidents for other nearby bars can be seen compared below. The ordinance was approved on June 10, 2025. Five incidents were reported in June. Four incidents were reported in July.

	2024	2025 (Through July)	Total
Double Bar	34	40	74
Hot Shots	41	36	77
The Bar	53	14	67
Total	128	90	218

Attachments:

Application
Ordinance
Maps
PowerPoint



City Manager's Office

ORDINANCE NO. 10619

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

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 the east 50 feet of Lots 10 through 12, Block 61, Original Town Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter:

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a lounge (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Tuesday through Saturday from 6:00 p.m. to 1:45 a.m. of the following day.
- D. That 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 1:45 a.m. of the following day.
- E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- F. That the Establishment shall meet 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.
- 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.
- I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within 60 days. 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.
- J. That in addition to the review specified in Subsection I, 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 staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal 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 22nd day of April, A.D., 2025; and passed to second reading on motion of Council member Norman, seconded by Council member Ladd, by the following vote:

Council members voting "AYE": Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Norman, seconded by Council member Stubbs, on the 10th day of June, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE": Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd, Norman

Council members voting "ABSTAIN": Poole

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of June, A.D., 2025


Lori Merritt Blong, Mayor

ATTEST:


Marcia Bentley-Gerrard, City Secretary

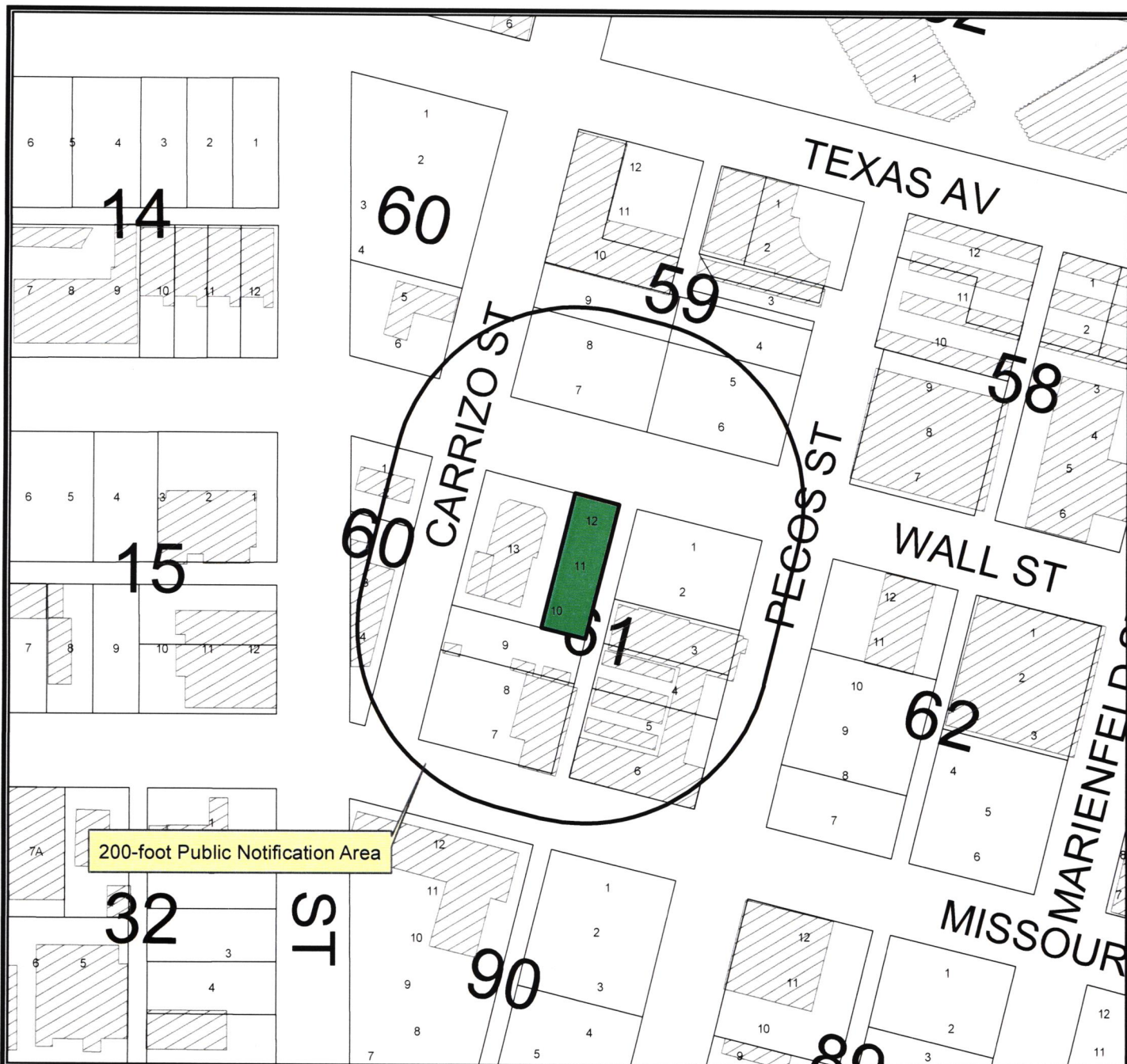
APPROVED AS TO CONTENT
AND COMPLETENESS:


Elizabeth Trigg, Planning and Development Officer

APPROVED ONLY AS TO FORM:


Nicholas Toulet, Interim City Attorney

[illegible]



Location Map

SUD-25-0195

Scale: 1" = 861'

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a lounge on the east 50 feet of Lots 10 through and 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

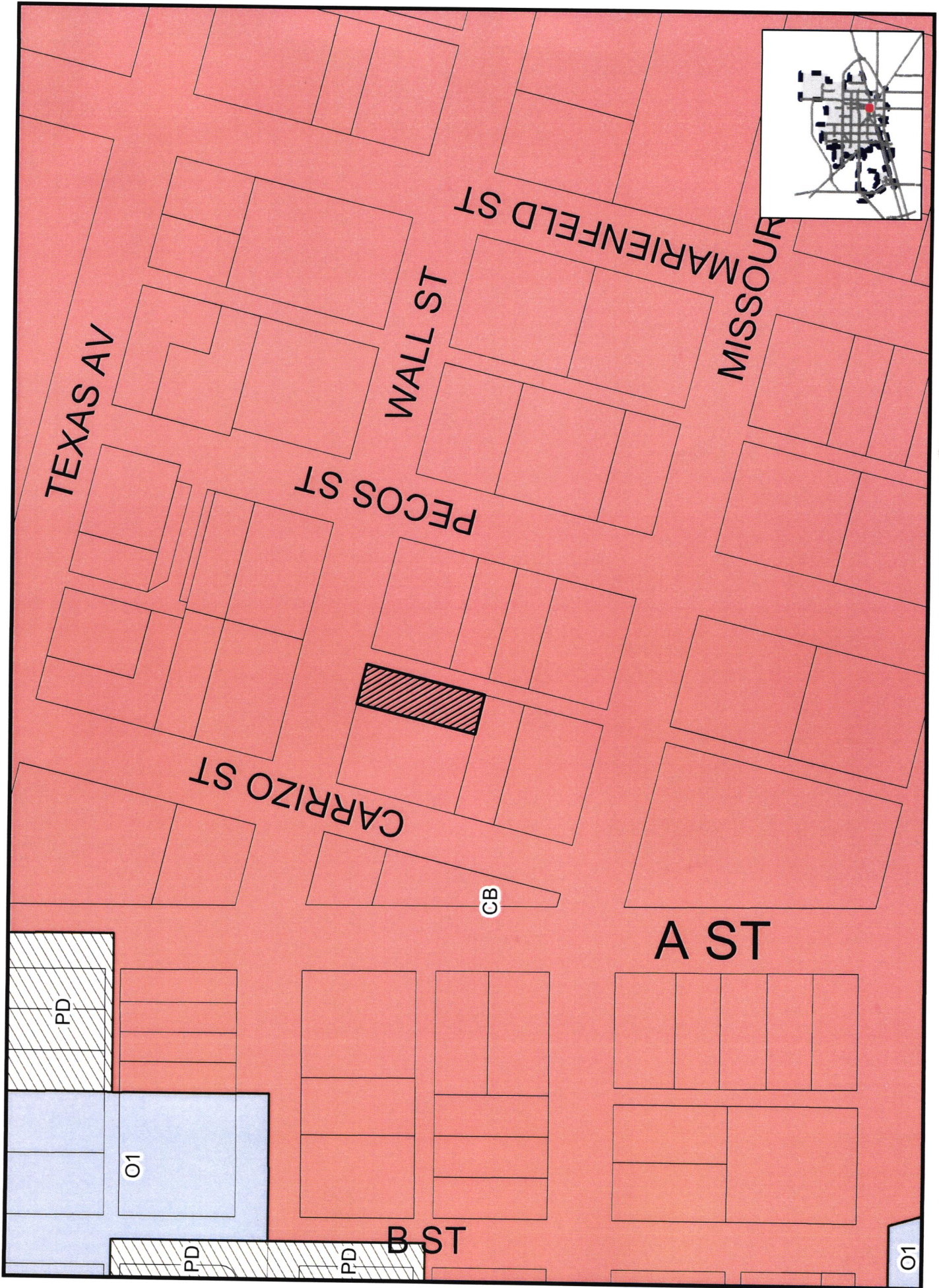
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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



Map by: AMM, 5/1/2025

SUD-25-0195

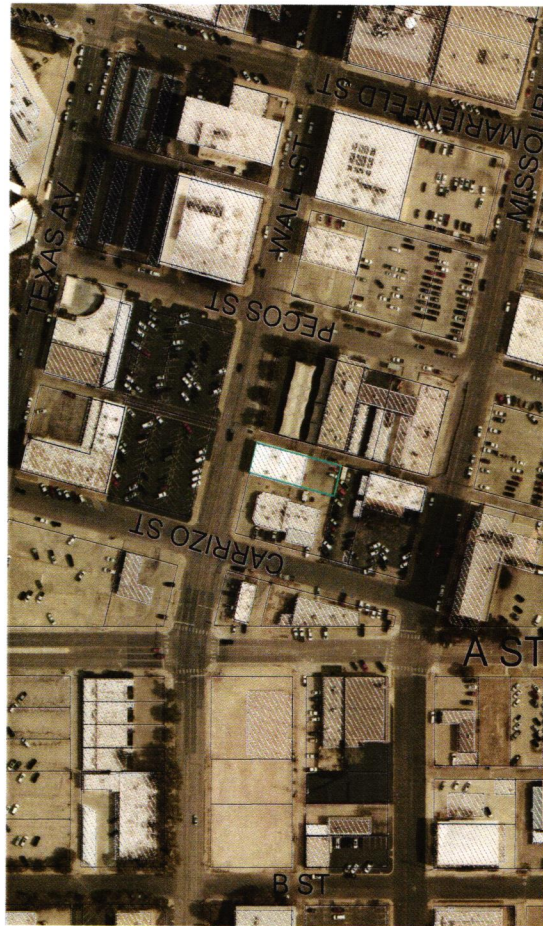
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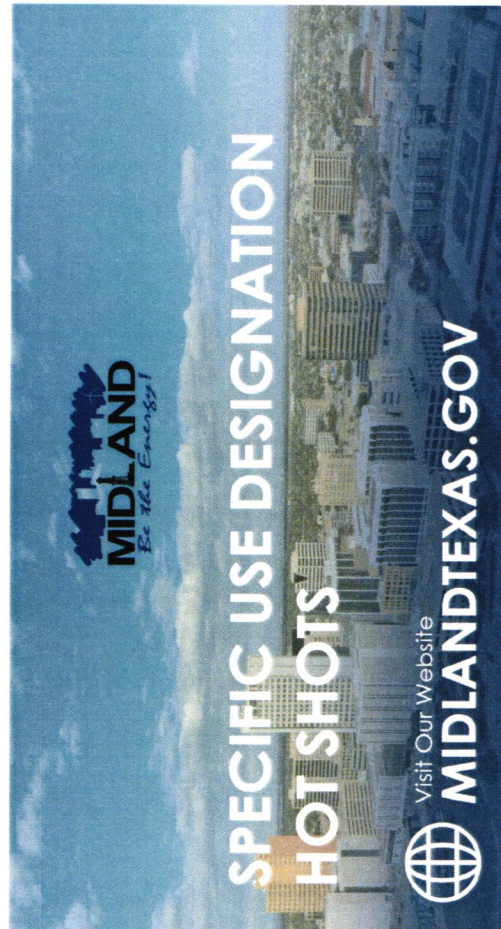
ZONING MAP



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SPECIFIC USE DESIGNATION HOT SHOTS

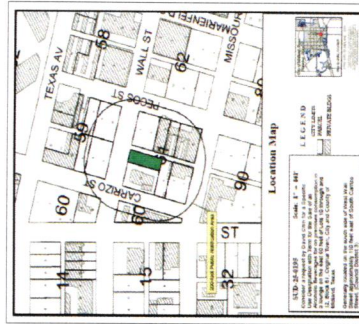


Visit Our Website

MIDLANDTEXAS.GOV

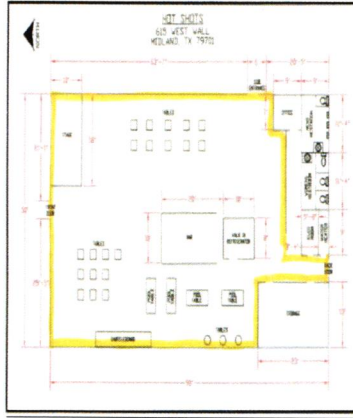
APPLICATION SUMMARY

- **Property owner & applicant:** David Chin
- **Zone Change Request:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Current Use:** A Lounge (Hot Shots)
- **Address:** 615 West Wall Street (District 3)



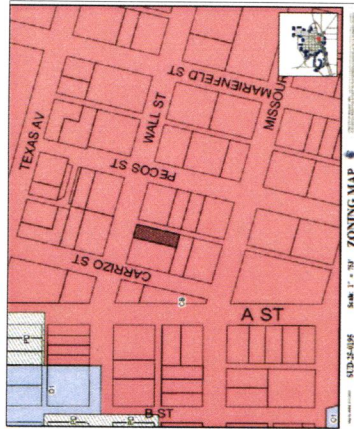
DETAILS OF REQUEST

- For Existing Bar
- **Area of Business:** 4,200 SF
- **Serviceable Area:** 4,000 SF
- **Hours of Operation and Alcohol Sales:** Tuesday through Saturday from 6 p.m. to 1:45 a.m.
 - Proposed days and hours of alcohol sales and consumption match hours of operation



ZONING

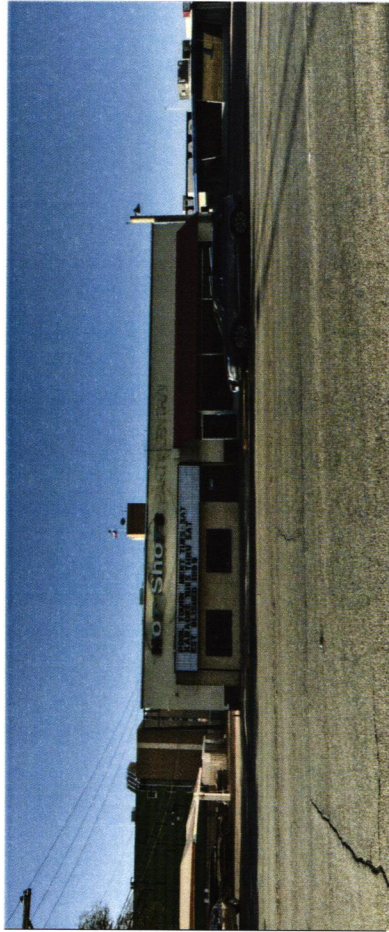
- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:**
 - North, South , East and West: CB, Central Business
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** A Lounge
- **Surrounding Uses:**
 - **North:** Commercial Building
 - **South:** The Bar
 - **East:** BTA Oil Building
 - **West:** Double Bar Saloon





On West Wall Street, Looking South

7

MIDLAND
Etc. Etc. Etc.

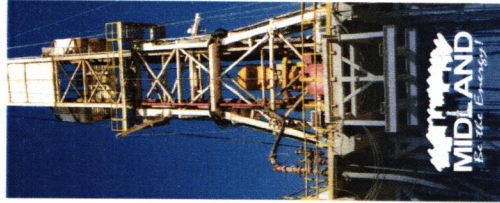
COMPREHENSIVE PLAN

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*.



BALANCING IMPACT & COMPATIBILITY THROUGH SUDS (11-1-9.07)

- An SUD allows **case-by-case** review of certain land uses that may have greater impacts than typical uses in a zoning district
- It ensures these uses are only approved where appropriate, based on location and context
- **Council can require conditions** (e.g., screening, hours of operation) to reduce impacts on surrounding properties



KEY CONSIDERATIONS FOR SUDS

- To protect public safety and surrounding properties, City council may evaluate:
 - Pedestrian and traffic safety
 - Access and circulation
 - Drainage and fire protection
 - Adequate parking and loading
 - Noise, lighting and visual impacts
 - Building height and compatibility with surroundings
- Council may also set conditions- such as time limits or screening- to reduce impacts on nearby properties and safeguard the public.

OTHER CONSIDERATIONS

Incident Report Summary

	2024	2025 (Through July)	Total
Double Bar	34	40	74
Hot Shots	41	36	77
The Bar	53	14	67
Total	128	90	218

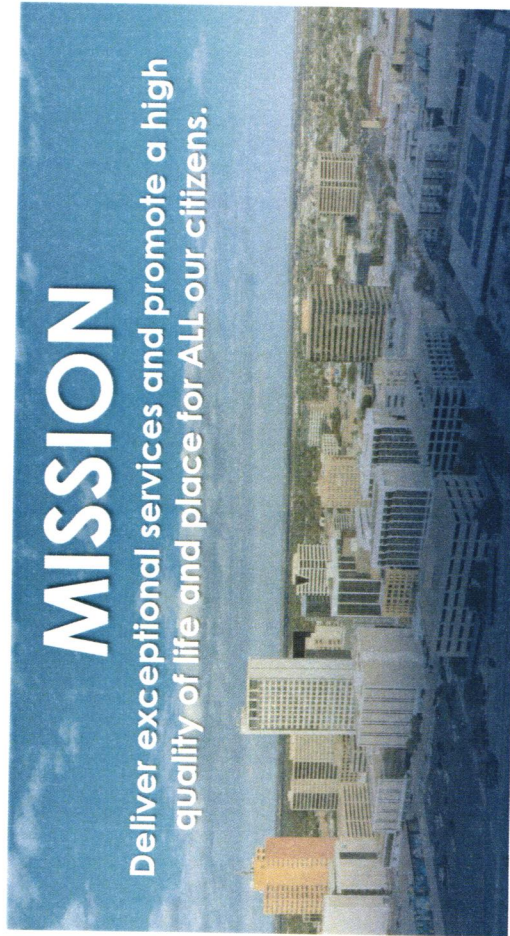
Notes: Report removes "Patrol By" and blank incident reports; duplicates may exist; The Bar's elevated 2024 incident volume is due to repeat alarm / panic calls; incidents may include reports reported by property/business owners.



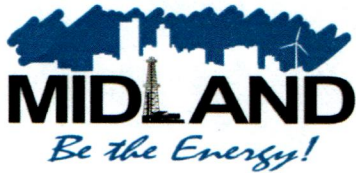
SCANNED

MISSION

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



SCANNED 10619



City Council Meeting

Item Number: 13
Meeting Date: April 22, 2025, June 10, 2025
To: City Council / City Manager
From: Alexis M. Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, David Chin, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a lounge on a property located at 615 West Wall Street for Hot Shots.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

All surrounding properties are zoned CB, Central Business District. Property to the north is office buildings. Property to the east is BTA Oil. Property to the south is The Bar. The property to the west is Double Bar Saloon.

Analysis:

The property is zoned CB, Central Business District. CB zoning allows Alcoholic Beverages Sales for On-Premises Consumption in a lounge with the approval of an SUD. The business has received citations for selling alcohol while having an expired SUD. However, they are attempting to come into compliance by requesting this SUD. Additionally, due to the volume of incidents reported at this business, staff is recommending that a condition which, if approved by Council, will require the business to have two security guards present during 9pm and 1:45am. The total area of the lounge, Hot Shots, is 4,200 square feet and the proposed alcohol serviceable area is 4,000 square feet.

The proposed hours of operation:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

The proposed hours of alcohol service:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland

residents can gather and socialize to build connections.” Hot Shots, is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No additional comments or objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD is approved based on the current occupant load pending that no changes to the occupancy, seating count, physical structure, and/or the floor layout has taken place when compared to previously approved SUDs. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

The Planning & Zoning Commission recommended approval on April 7, 2025 with the following amendment: that Condition D be modified to only require police officers on Fridays and Saturdays.

City Council approved this request in its first reading on April 22, 2025 with amendments to condition D and the addition of Condition I to read as follows:

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 occur between 9:00 p.m. and 1:45 a.m. of the following day.

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 staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal this ordinance.

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 lounge, subject to staff's recommended conditions below.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 4,000 square feet as shown in Exhibit "A" which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
- C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to Tuesday through Saturday from 6 p.m. to 1:45 a.m.
- 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 that occur between 9:00 p.m. and 1:45 a.m.
- E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code
- F. That the establishment shall meet all requirements of the Fire Department and Code Administration.
- G. That the operator of the establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.
- H. That That in accordance with Section 11-1-9.07. 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 April 11, 2025 staff has received one letter of objection. resulting in a 32.4% objection. Per 11-1-9.02.E, a three-fourths vote is required for approval.

Attachments:

Application
Floor Plan (Exhibit A)

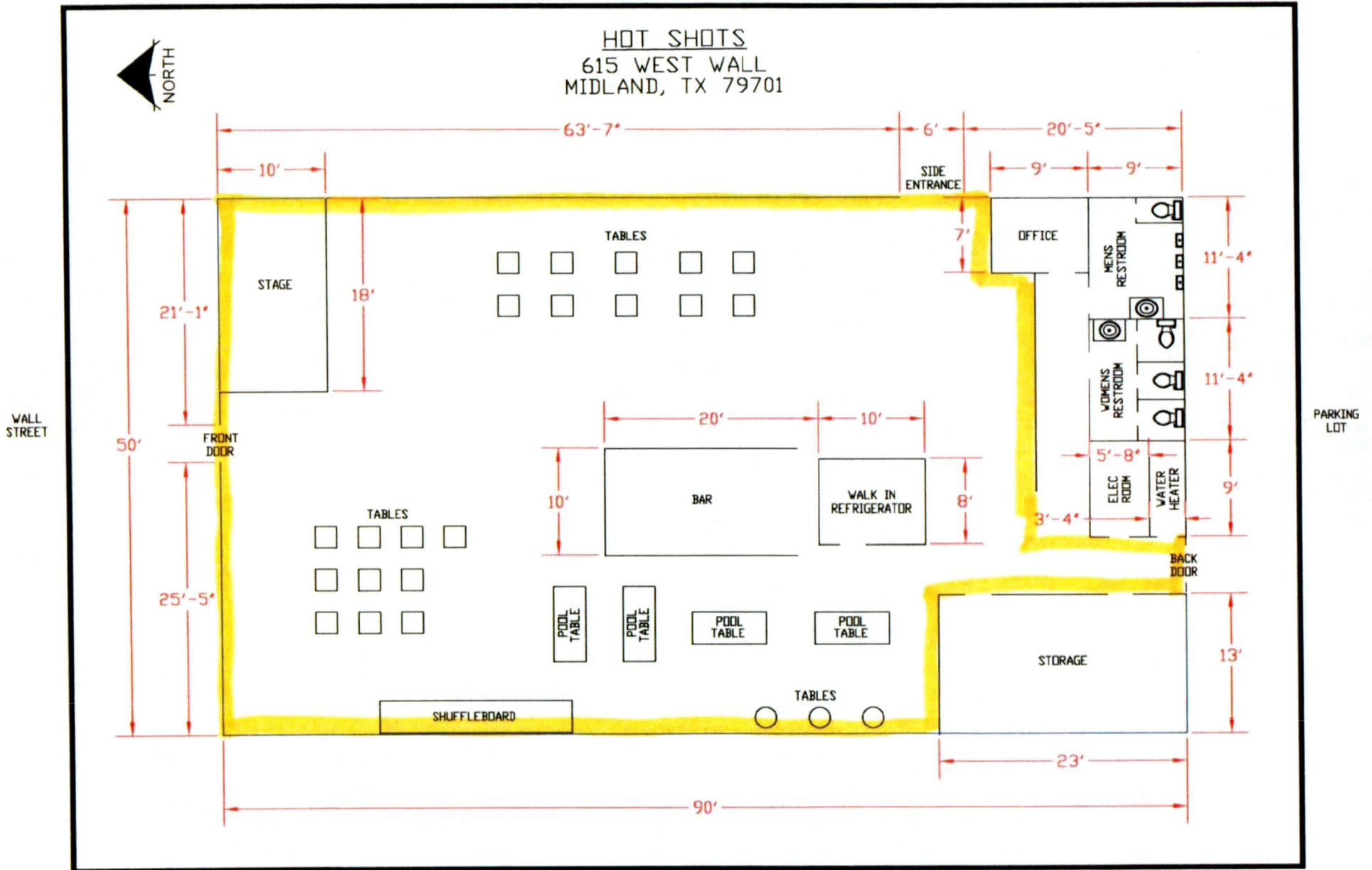
Maps
Objection Letter
PowerPoint

for & Out

City Manager's Office

EXHIBIT A

HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701



PACKET

13.10

June 10, 2025



**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: DAVID CHIN

Phone (432) 352-7986

Email MANIX782@YAHOO.COM

Address 615 W. WALL STREET

City MIDLAND

State TX

Zip 79701

Property Owner

Printed Name: Same as above

Phone ()

Email

Address

City

State

Zip

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone ()

Email

Address

City

State

Zip

Street Address: 615 W. WALL STREET MIDLAND, TEXAS 79701

Business Name: HOT SHOTS

Legal Description

Lot: _____

Block: _____

Subdivision: _____

Current Zoning: _____

Reason for Request: _____

Type of Business (restaurant, bar, lounge, nightclub, etc.): BAR

Proposed/Current Days and Hours of Operation: TUESDAYS THROUGH SATURDAY

Proposed Days and Hours of Alcohol Service: 6:00 PM - 1:45 AM

Total Square Footage of Business: 4,200

Square Footage of Alcohol Serviceable Area: 4,000

Restroom Fixtures: Men

Toilets/Urinals: 1 / 3

Bathroom Sinks: 1

Women

Toilets: 2

Bathroom Sinks: 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen (if applicable)
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

[Signature]

Date:

3/5/25

Applicant (printed):

DAVID CHIN

Property Owner (signature):

[Signature]

Date:

3/5/25

Property Owner (printed):

DAVID CHIN

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

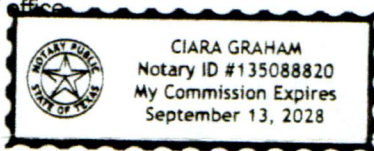
If an agent is authorized by the property owner to file and execute application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared David Chin who, being by me duly sworn, upon oath says: That (s)he is authorized by David Chin, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[Signature]

Subscribed and sworn to before me, this 6th day of March, 2025, to certify which witness my hand and seal of office.



[Signature]
Notary Public

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Floor Plan

☒ Application Fee

☒ Site Plan

Check # 8975

☐ Plans in Digital Format (PDF/JPEG)

RECEIVED

Received By: [Signature]

Date:

MAR 10 2025

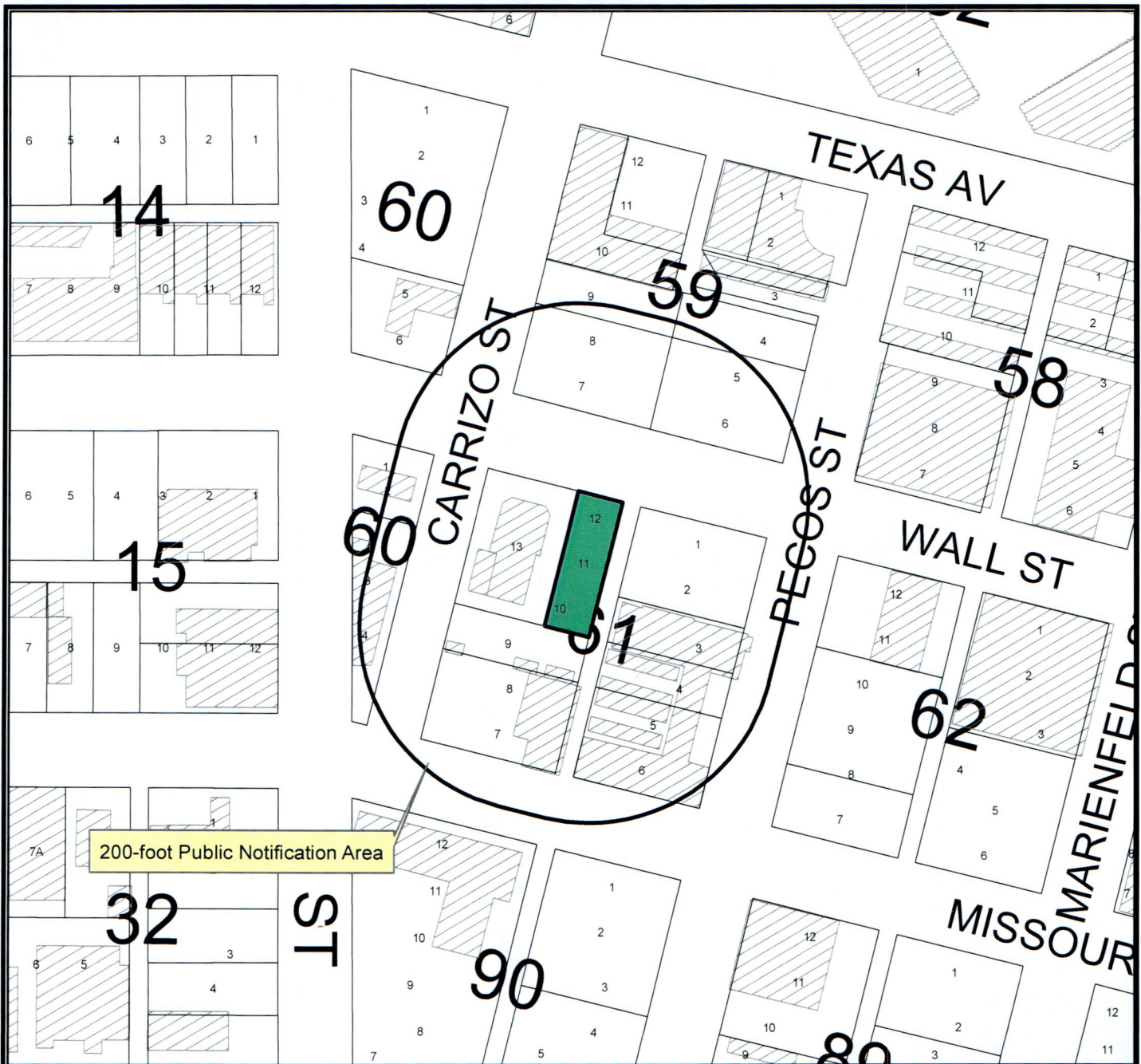
[Signature]

PACKET

**Application will not be considered for scheduling until reviewed by a planner.

13.12

June 10, 2025



Location Map

SUD-25-0195

Scale: 1" = 861'

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a bar on the east 50 feet of Lot 10 through and 12, Block 39, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Court District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

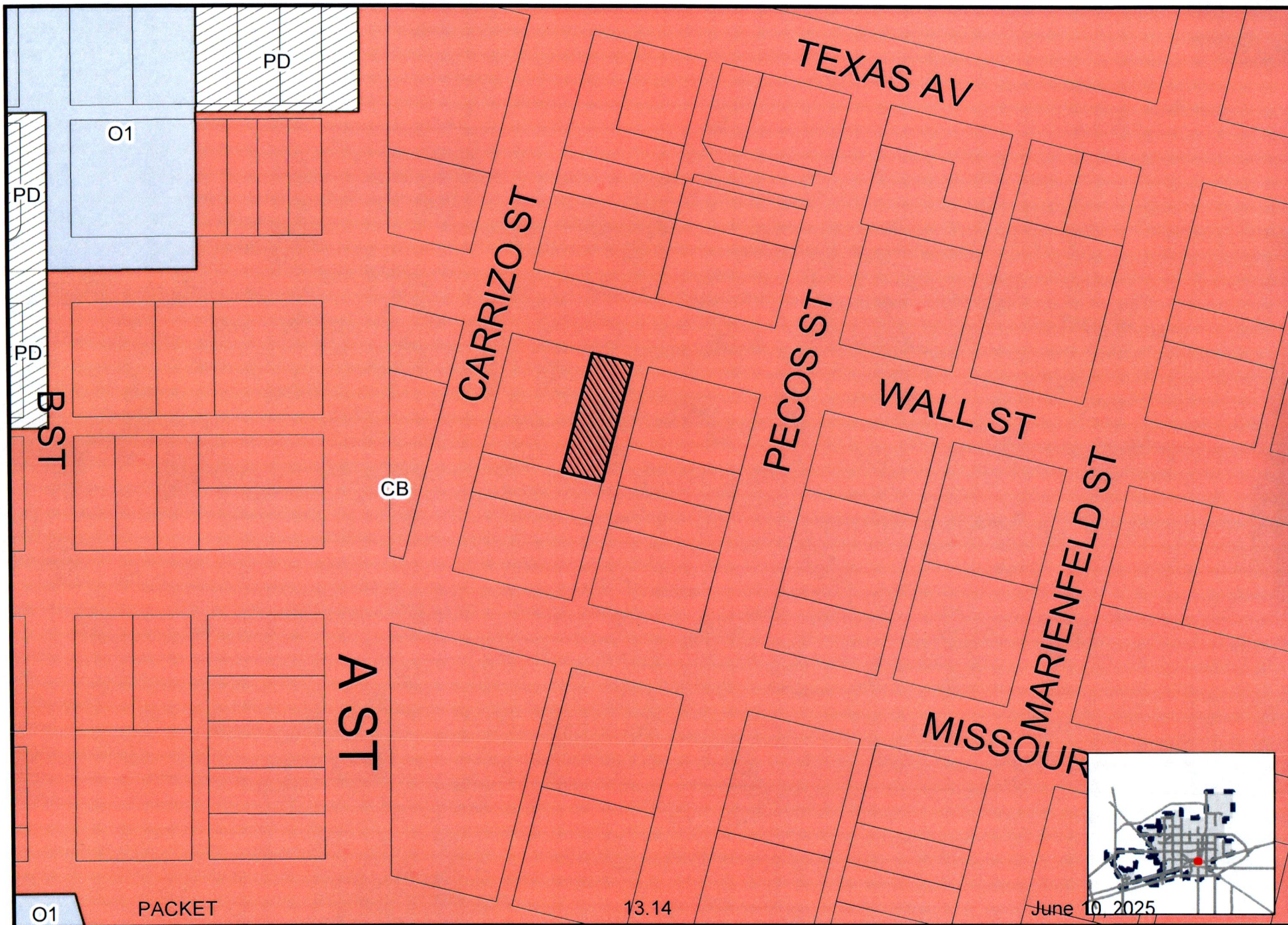


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June 10, 2025

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





PACKET

13.15

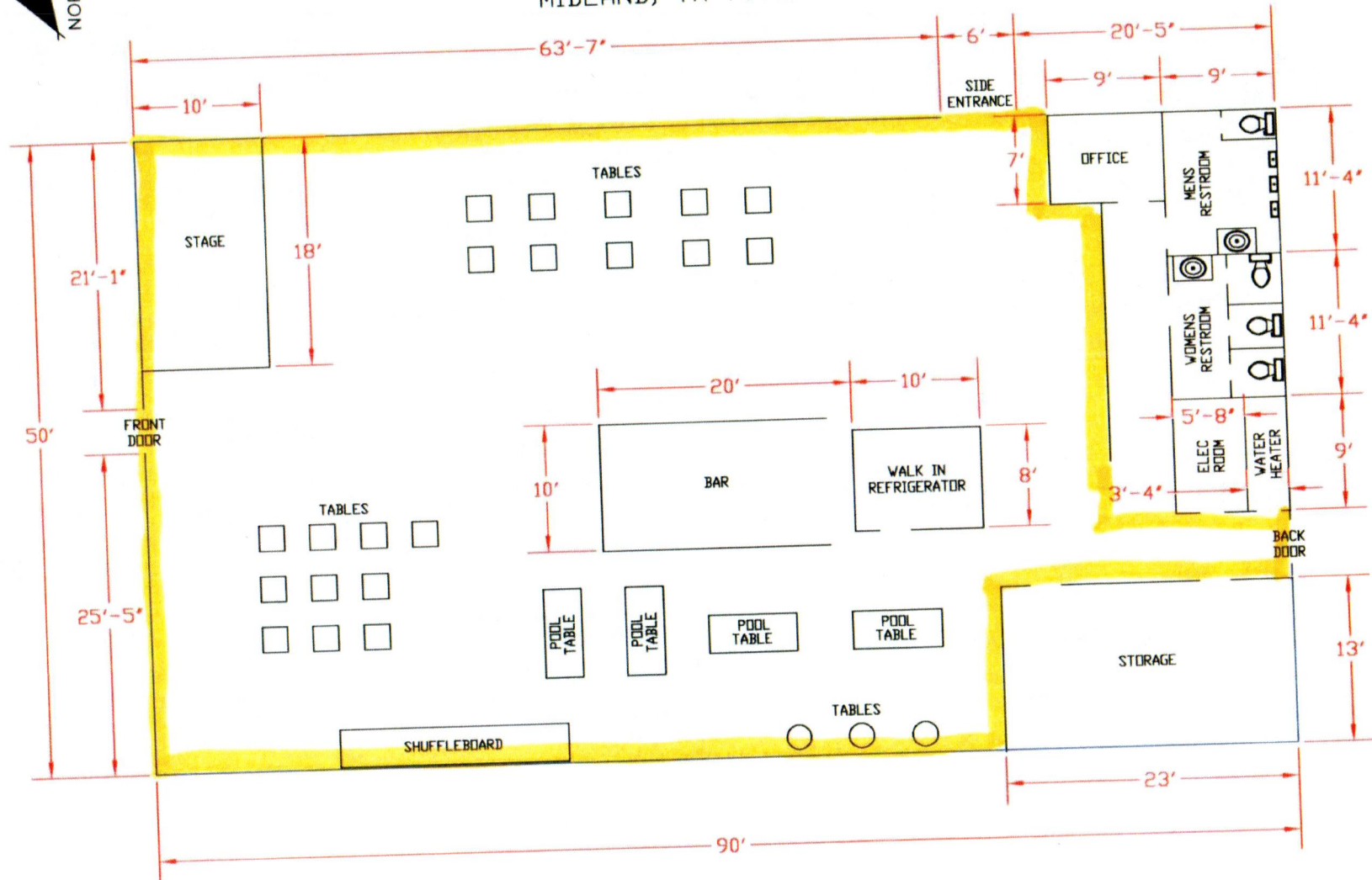
June 10, 2025



HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701



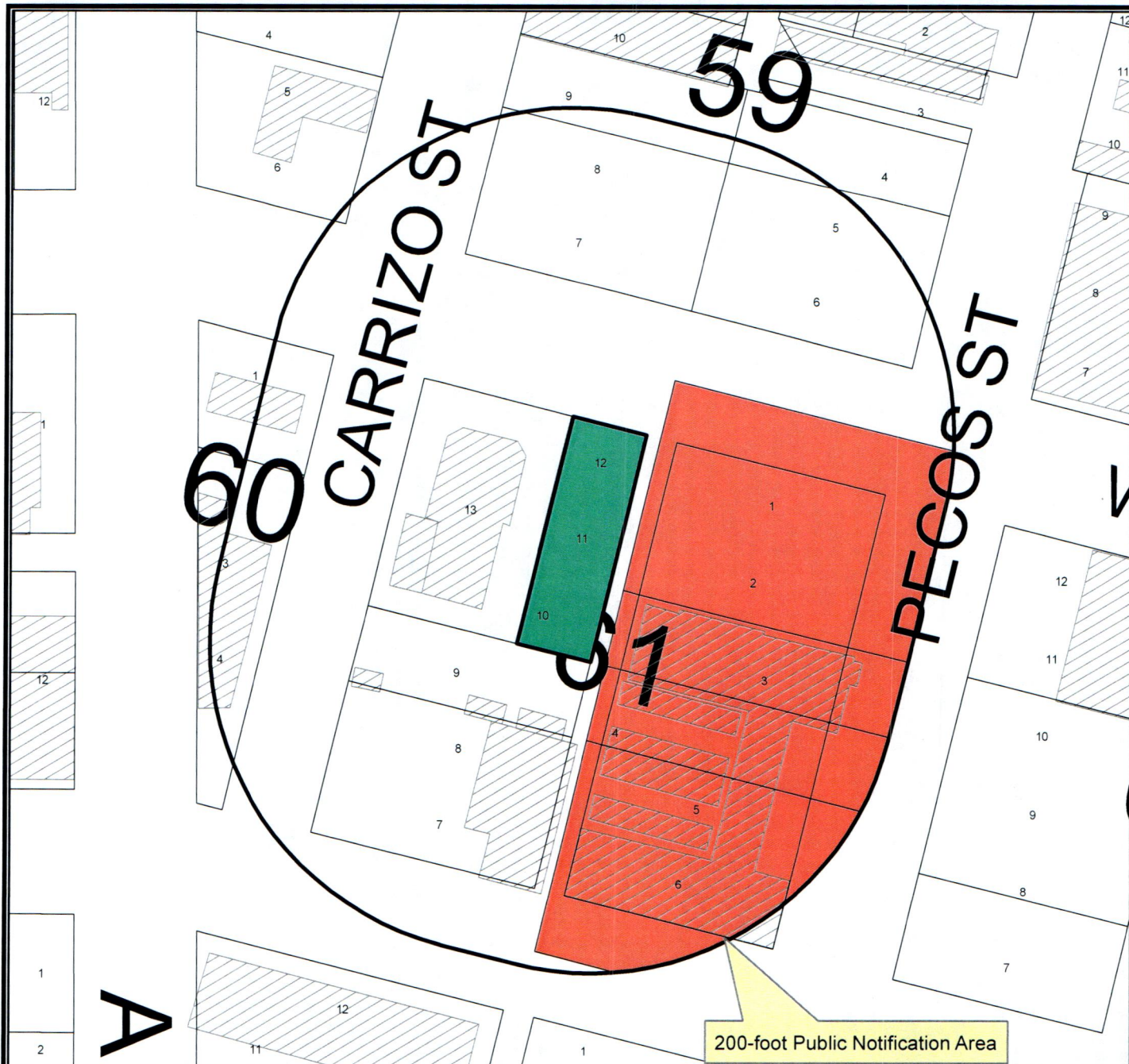
WALL STREET



JUNE 10, 2025

13.17
PARKING LOT

PACKET



32.4% Objection

SUD-25-0195

Scale: 1" = 1,117'

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a bar on the east 50 feet of Lots 10 through 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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June 10, 2025

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Visit Our Website

MIDLANDTEXAS.GOV

June 10, 2025

13.19

SPECIFIC USE DESIGNATION WITH TERM

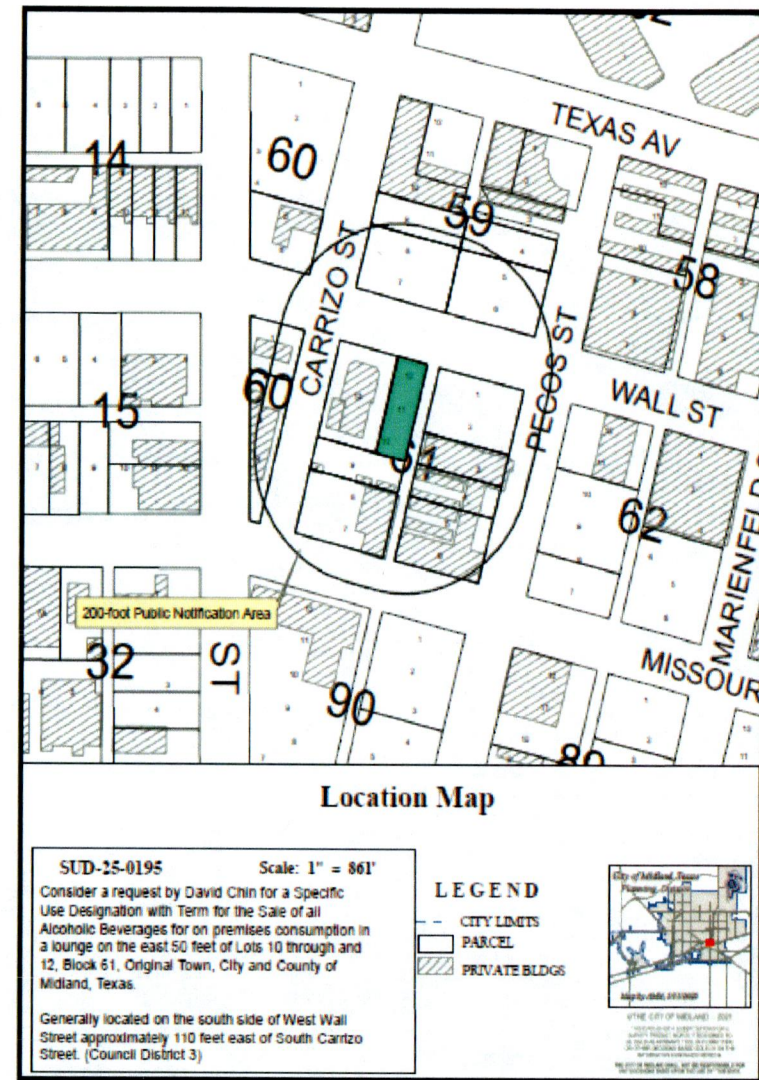
ITEM

HOT SHOTS



APPLICATION SUMMARY

- **Property owner:** David Chin
- **Application Type:** Specific Use Designation With Term
- **Address:** 615 West Wall Street (District 3)

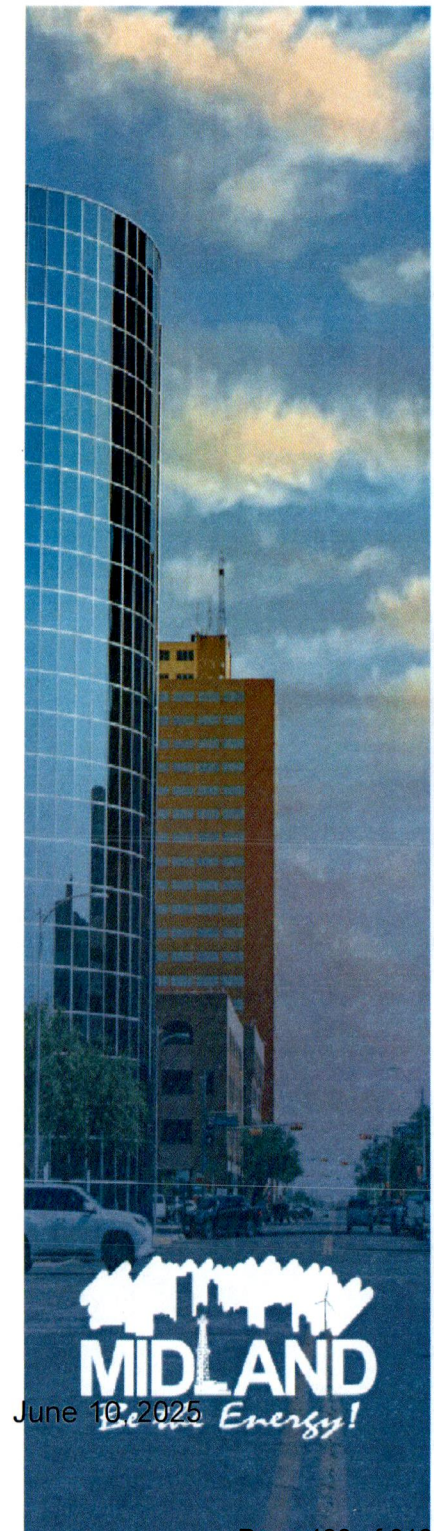


- **Square Footage of SUD:** 4,200 sq feet
- **Alcohol Serviceable Area:** 4,000 sq ft
- **Proposed Days and Hours of Operation:**
 - Tuesday through Saturday from 6 p.m. to 1:45 a.m.



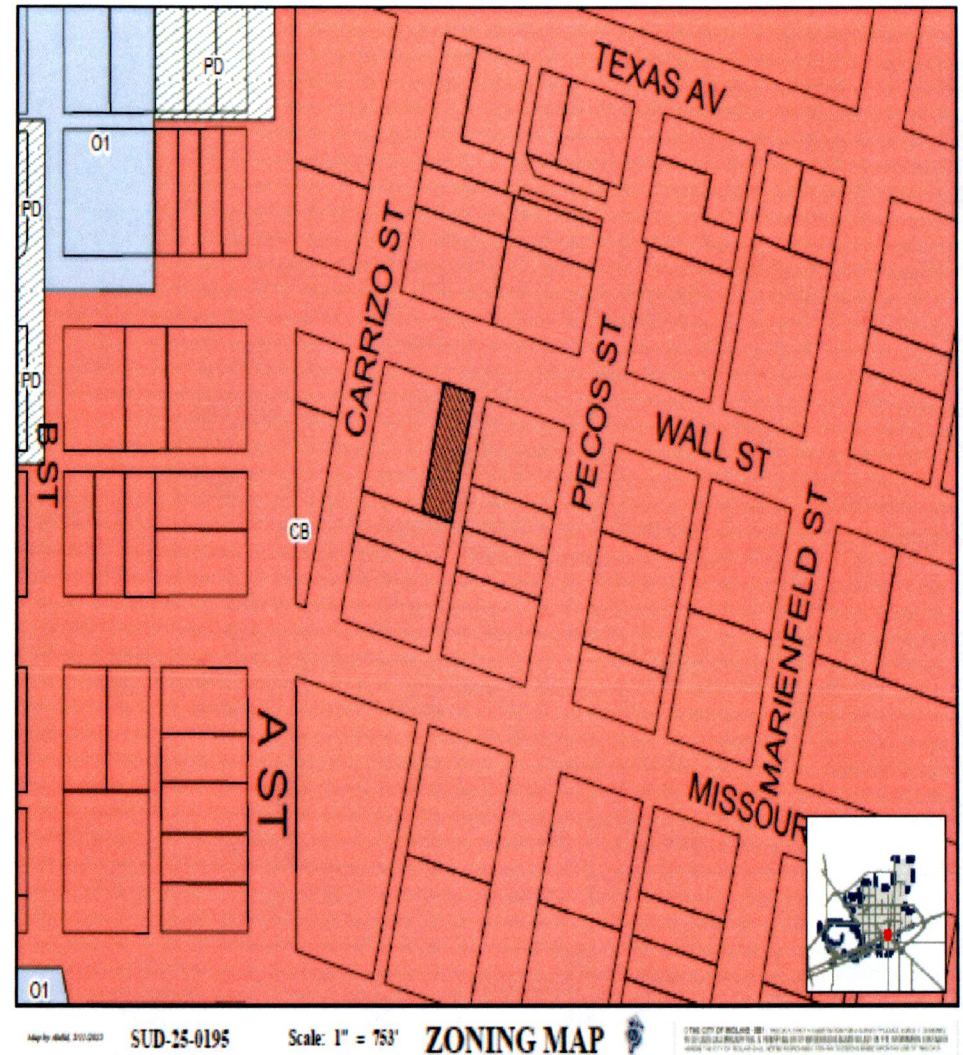
SUD DETAILS

Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.



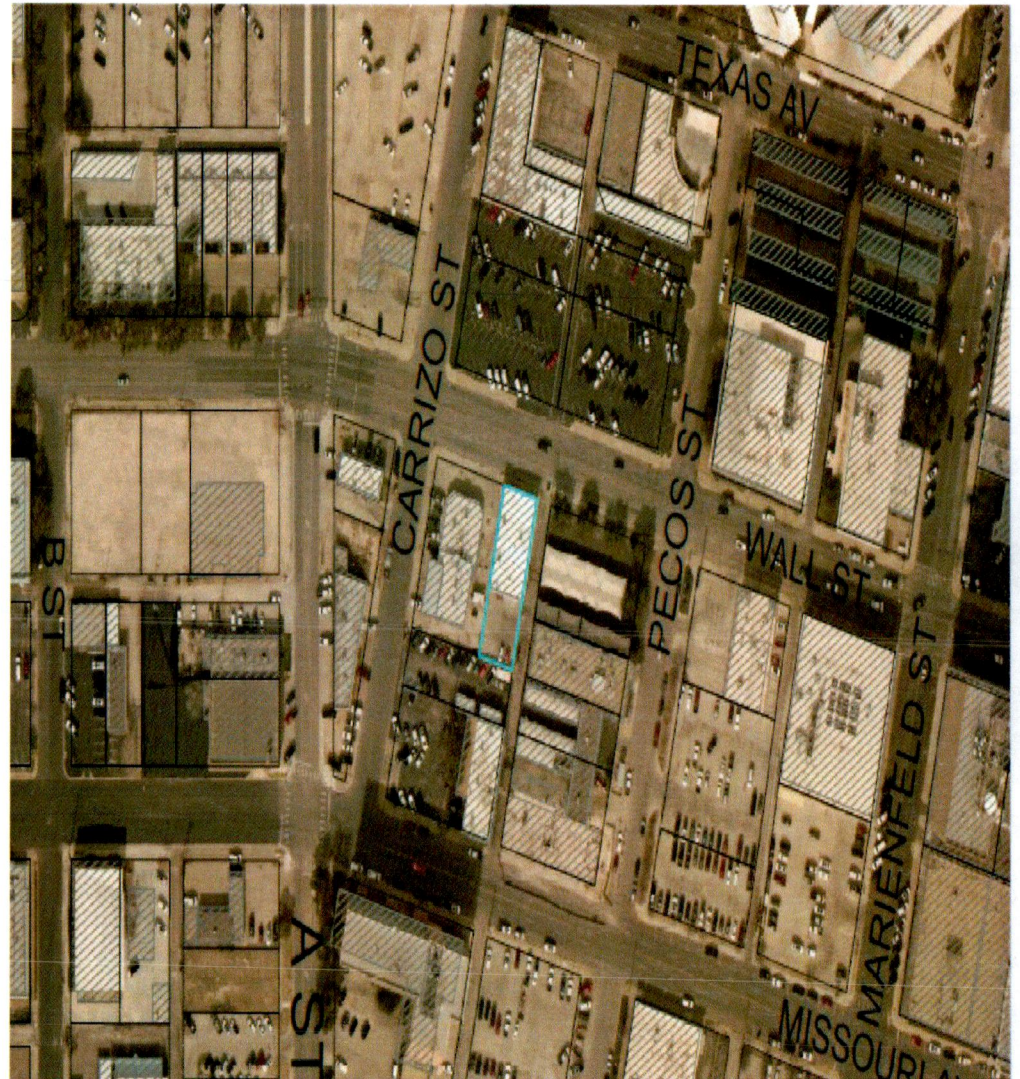
ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:** CB, Central Business.
- **Current Use of the Property:**
A Lounge: The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03



LAND USE

- **Surrounding Uses:**
 - North: Commercial Building
 - South: The Bar
 - East: BTA Oil Building
 - West: Double Bar Saloon



SITE PHOTO



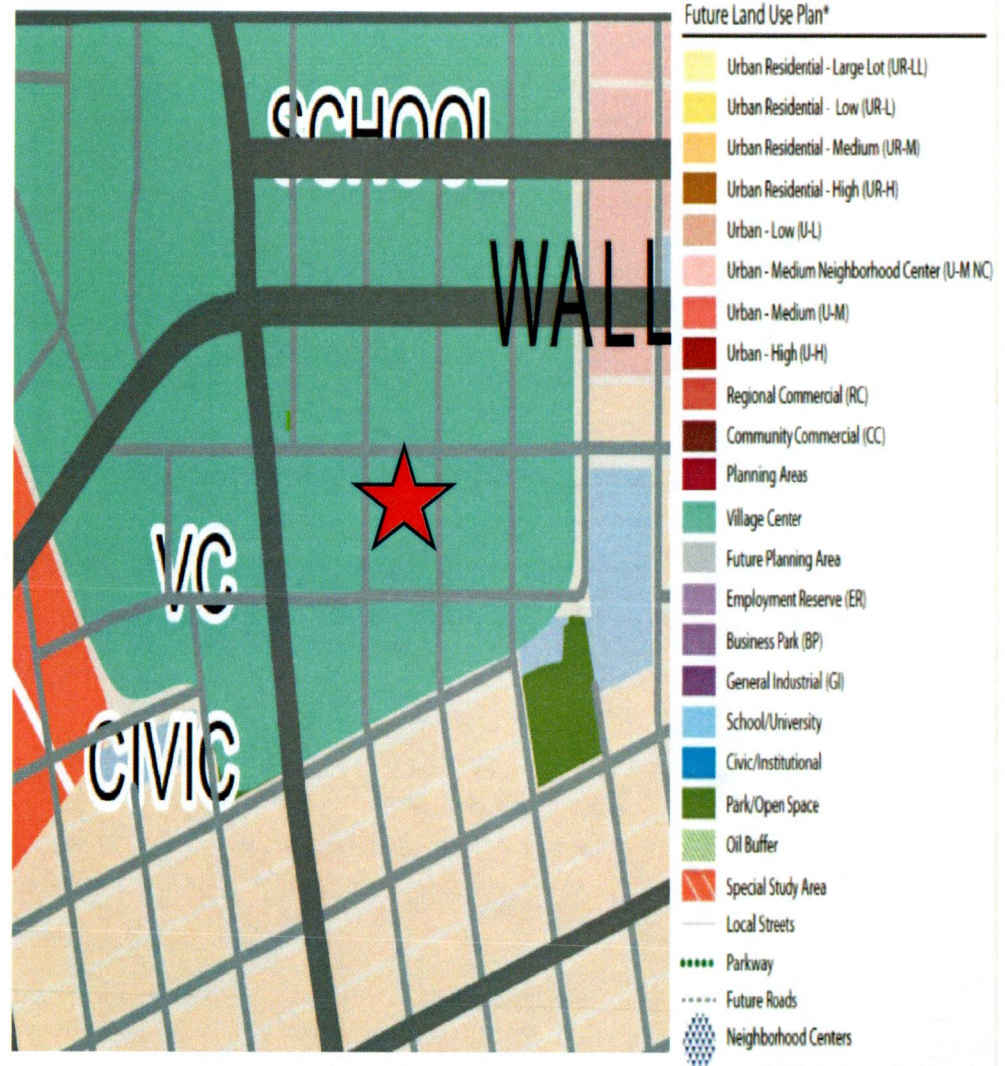
7

PACKET

On West Wall Street, Looking North^{13.25}

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
 - Village Center
- **Supported Uses:**
 - This is a village center area and there are no policies established for this location.
 - Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



STAFF RECOMMENDATION

- One objection has been received.
- Planning and Zoning approved it on April 7, 2025 with the condition of only having two peace officers Fridays and Saturdays.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a restaurant subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 4,000 square feet as shown in Exhibit "A".

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

STAFF RECOMMENDATION

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to:

Tuesday through Saturday from 6 p.m. to 1:45 a.m.

D. That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards during hours of operation that occur between 9 p.m. and 1:45 a.m.

STAFF RECOMMENDATION

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

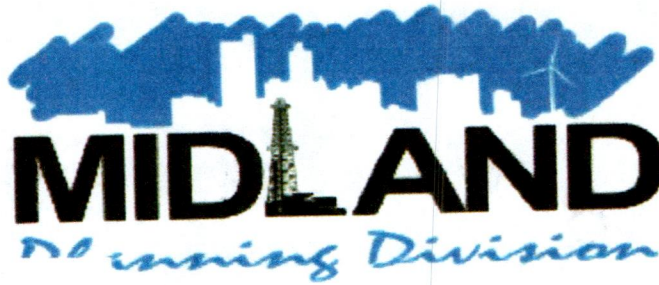
STAFF RECOMMENDATION

G. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

H. That in accordance with Section 11-1-9.07.E.3 of the 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.



Am
RECEIVED
APR 08 2025

B T A OIL PRODUCERS
104 S PECOS ST
TX MIDLAND 79701-5021

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **April 22, 2025**, in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701, on a request by **David Chin** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: The east 50 feet of Lots 10 through 12, Block 61, Original Town, City and County of Midland, Texas.

LOCATION: Generally located on the south side of West Wall Street, approximately 110 feet east of south Carrizo Street. (Council District 3)

CURRENT ZONING: CB, Central Business District.

SPECIFIC USE: For the sale of all Alcoholic Beverages for On-Premises Consumption, in a Lounge.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ☒ Comments:

Required Information:

Property Owner's Signature

Richard Faust
Printed Name

104 S. Pecos St. (Property 1-6 on map)
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at (432) 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al: (432) 685-7400.

Notices Mailed: 9
Date Mailed: 4/4/2025
Case Number: SUD-25-0195
Case Name: Hot Shots
AMM : Planner's Initials

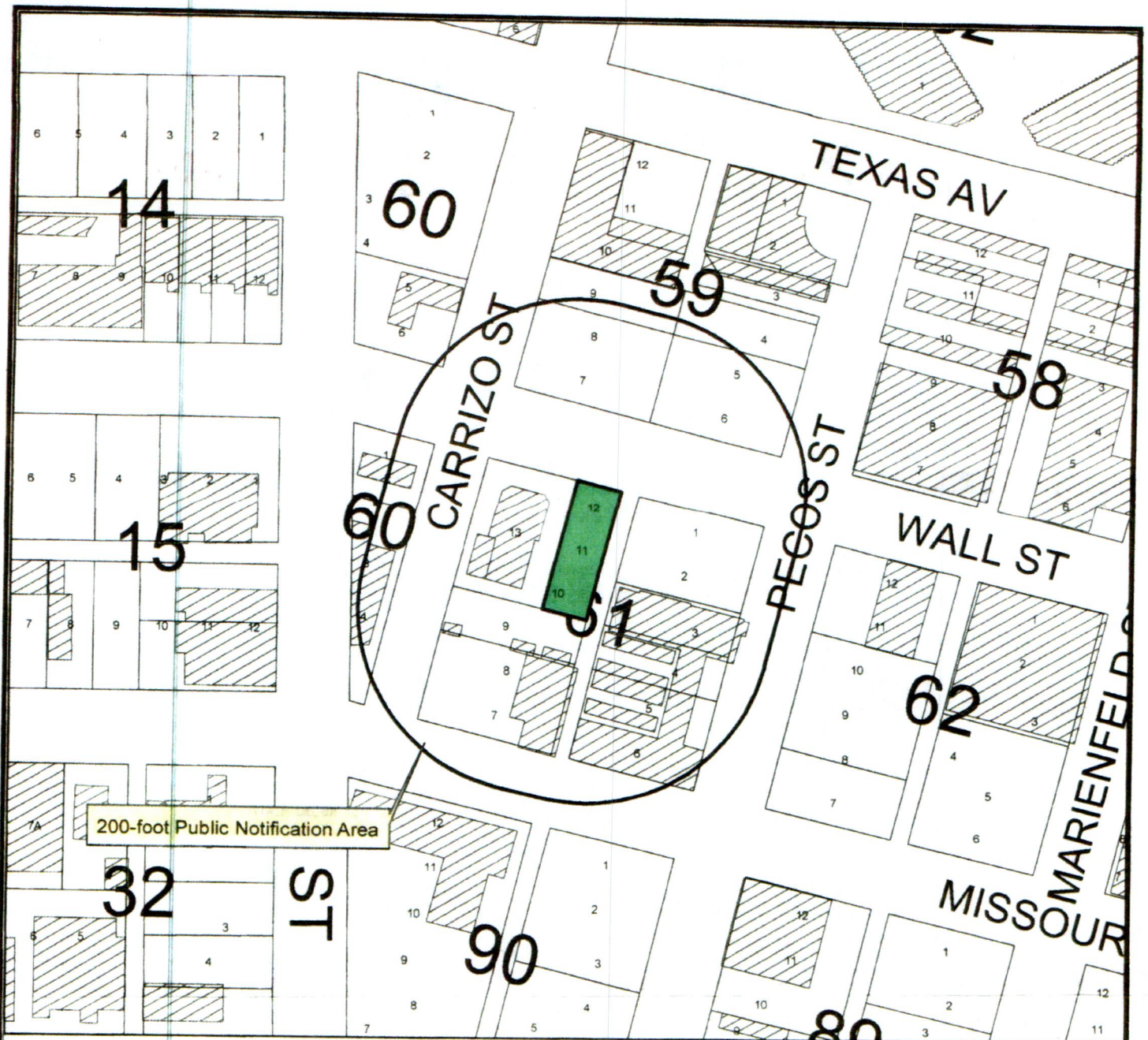
Landon Ochoa
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

PACKET

13.32

June 10, 2025



Location Map

SUD-25-0195

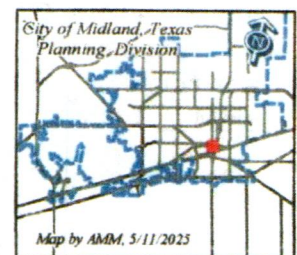
Scale: 1" = 861'

Consider a request by David Chin for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a lounge on the east 50 feet of Lots 10 through and 12, Block 61, Original Town, City and County of Midland, Texas.

Generally located on the south side of West Wall Street approximately 10 feet east of South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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



City Council Meeting

Item Number: 17.
Meeting Date: February 10, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 THROUGH 10, BLOCK 7, MOORE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND GOODE STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Purpose:

Jose and Isabel Hernandez are requesting a Zone Change from TP, Technology Park District, to MH, Manufactured Housing District, to allow for mobile homes to be placed on the vacant lots located at 1415 W Montgomery Avenue.

Recommended Action:

Approved

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:**Current Zoning:**

TP, Technology Park District

Surrounding Zoning and Land Use:

The properties to the north and east are zoned as MH, Manufactured Housing District, and consist of vacant land, mobile homes, and single-family residences. The properties to the south and west are zoned TP, Technology Park District, and are currently vacant lots and a commercial shop.

Analysis:

The subject property is located at 1415 West Montgomery Avenue. The property is currently zoned TP, Technology Park District. The applicant is seeking this zone change to allow for mobile home placement on the vacant lots. This property is located in a neighborhood that is developed with primarily mobile homes and single-family residences, with a few commercial shops and offices to the west.

The current lots meet the requirements for the dimensions for MH, Manufactured Housing District, as referenced in the City's Residential Zoning District Dimensional Regulations Chart (5.04).

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as UR-M, Urban Residential- Medium. This designation calls for a mix of housing styles; potential allowed zoning districts include Manufactured Housing District, Townhouse Dwelling District, and Single-Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Departmental Review:**Fire: (Approved)**

No comments or objections.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends the approval of this zone change request from TP, Technology Park District to MH, Manufactured Housing District.

Letters of Objection:

As of January 30, 2026, Staff has not received any letters of objection.

Attachments:

Application
Survey (Exhibit A)
Location Map
Zoning Map
Aerial
Photo
PowerPoint Presentation

Attachments:

- A. ORDINANCE - Z-25-0460.TP to MH
- B. Z-25-0460, 1415 W Montgomery Ave, Combined
- C. CC - - 1415 W Montgomery, Zone Change

Lori Elliott, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/27/2026
Approved - 1/30/2026
Approved - 1/30/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 THROUGH 10, BLOCK 7, MOORE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND GOODE STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1 through 10, Block 7, Moore Addition, City and County of Midland, Texas (the “Property”), to MH, Manufactured Housing District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from TP, Technology Park District to MH, Manufactured Housing District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Jose P + Isabel Hernandez

Phone (432) 312-3047

Email Izzyhernandez5@yahoo.com

Address 3504 S. CR 1206

City Midland

State TX

Zip 79706

Property Owner

Printed Name: Jose P + Isabel Hernandez

Phone (432) 312-3047

Email Izzyhernandez5@yahoo.com

Address 3504 S. CR 1206

City

State TX

Zip 79706

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone ()

Email

Address

City

State

Zip

Street Address: 1415 W. Montgomery Ave

Legal Description

Lot: 1-10 Block: 007 Subdivision: MOORE

Current Zoning:

Industrial

Proposed Zone: 1 thru 10 Lots

(List by tracts if more than one district is requested)

MH

Reason for Zone Change Request: use for Residential + mobile homes
AS was before changed to Industrial.

Present Use of Property: Undeveloped land

Proposed Use of Property: Residential homes + mobile homes

How would this zone change affect the public health, safety and welfare? It won't

Describe how conditions affecting the property have changed since present zoning

designation: Doesn't effect it - It just vacant land. Can't
be used for homes or mobile homes under Industrial zone.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Jose P Hernandez / Isabel Hernandez</u>		Phone <u>(432) 312-3047</u> Email <u>Izzyhernandez5@yahoo.com</u>	
Address <u>3504 S. CR 1206</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79706</u>

Property Owner Printed Name: <u>Jose P. Hernandez / Isabel Hernandez</u>		Phone <u>432 312-3047</u> Email <u>Izzyhernandez5@yahoo.com</u>	
Address <u>3504 S. CR 1206</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79706</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: <u>1415 W. Montgomery Ave</u>	
Legal Description Lot: <u>1 thru 10</u> Block: <u>007</u> Subdivision: <u>MOORE</u>	

Current Zoning: <u>Industrial</u>	Proposed Zone: <u>Lots 1 thru 10</u> (List by tracts if more than one district is requested) <u>MH</u>
--	--

Reason for Zone Change Request: use for Residential + mobile homes

Present Use of Property: undeveloped Land

Proposed Use of Property: Residen / Mobile Homes

How would this zone change affect the public health, safety and welfare? I don't think it would.

Describe how conditions affecting the property have changed since present zoning designation: Just vacant land so it does effect it. Can't be used for homes or mobile homes.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): <u>Isabel Hernandez / Jose P Hernandez</u>	Date: <u>12/30/25</u>
Applicant (printed): <u>Jose P Hernandez / Isabel Hernandez</u>	
Property Owner (signature): <u>Isabel Hernandez / Jose P Hernandez</u>	Date: <u>12/30/25</u>
Property Owner (printed): <u>Jose P. Hernandez / Isabel Hernandez</u>	
The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received. All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.	

STATE OF TEXAS COUNTY OF MIDLAND Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact. _____ Authorized Agent (signature) Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office. _____ NOTARY PUBLIC, MIDLAND COUNTY, TEXAS	
--	--

FOR OFFICE USE ONLY	
☐ Property Owner Authorization ☐ Application Fee Check # _____	☐ Dimensioned Site Plan ☐ Plans in Digital Format (PDF/JPEG) Received By: _____ Date: _____

****Application will not be considered for scheduling until reviewed by a planner.****

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): <u>Jose P. Hernandez & Isabel Hernandez</u>	Date: <u>12/30/25</u>
Applicant (printed): <u>Jose P + Isabel Hernandez</u>	
Property Owner (signature): <u>Jose P. Hernandez & Isabel Hernandez</u>	Date: <u>12/30/25</u>
Property Owner (printed): <u>Jose P + Isabel Hernandez</u>	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

STATE OF TEXAS COUNTY OF MIDLAND Before me, the undersigned authority, on this day personally appear _____ who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact. _____ Authorized Agent (signature) Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office. _____ NOTARY PUBLIC, MIDLAND COUNTY, TEXAS	
---	--

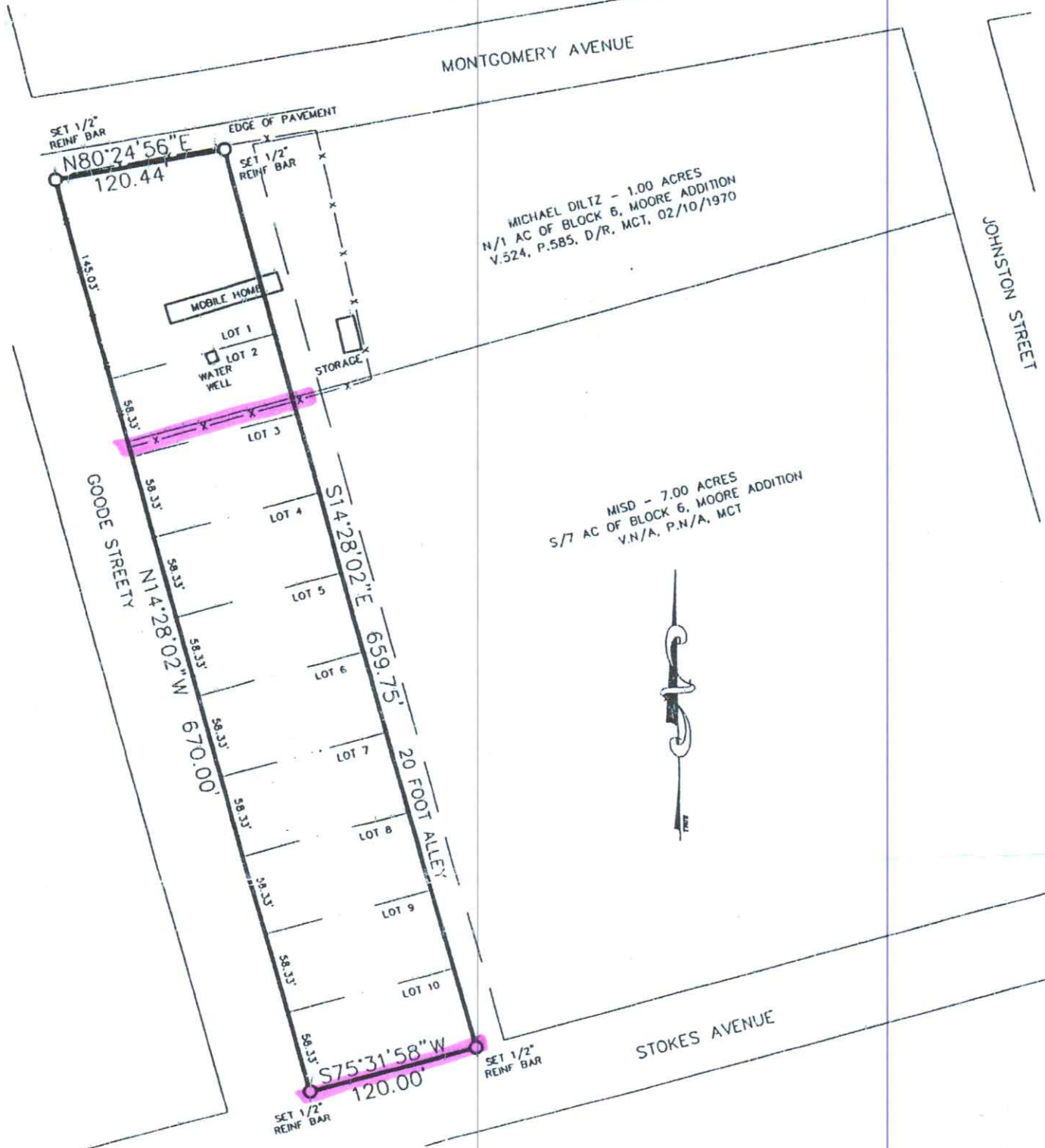
FOR OFFICE USE ONLY	
☒ Property Owner Authorization ☒ Application Fee Check # <u>1186</u>	☐ Dimensioned Site Plan Print off ☒ Plans in Digital Format (PDF/JPEG)
Received By: <u>Mary Kate Loftis</u>	Date: RECEIVED

DEC 30 2025

Initial: MKL

Application will not be considered for scheduling until reviewed by a planner.

EXHIBIT-A



FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0202F, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, SEPTEMBER 16, 2005, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

CENSUS TRACT NO. 14.00

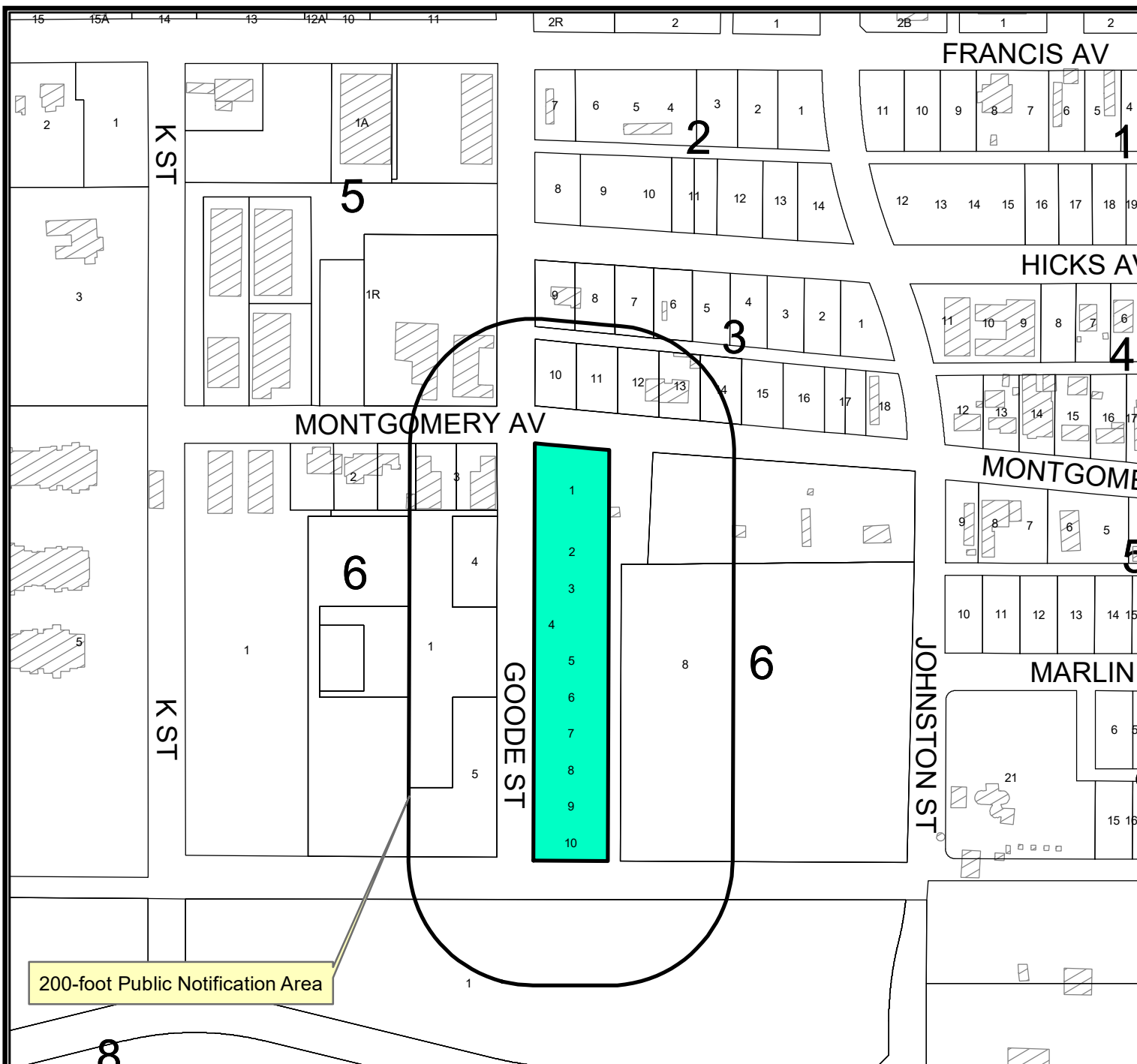
TO THE LIENHOLDERS, JOSE P. HERNANDEZ AND ISABEL HERNANDEZ

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS,



SURVEY PLAT

LOTS 1 THROUGH 10
(INCLUSIVE)



Location Map

Z-25-0460

Scale: 1" = 1,500'

Consider a request by Jose and Isabel Hernandez for a Zone Change from TP, Technology Park District to MH, Manufactured Housing District on Lots 1 through 10, Block 7, Moore Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of West Montgomery Avenue and Goode Street. (Council District 2)

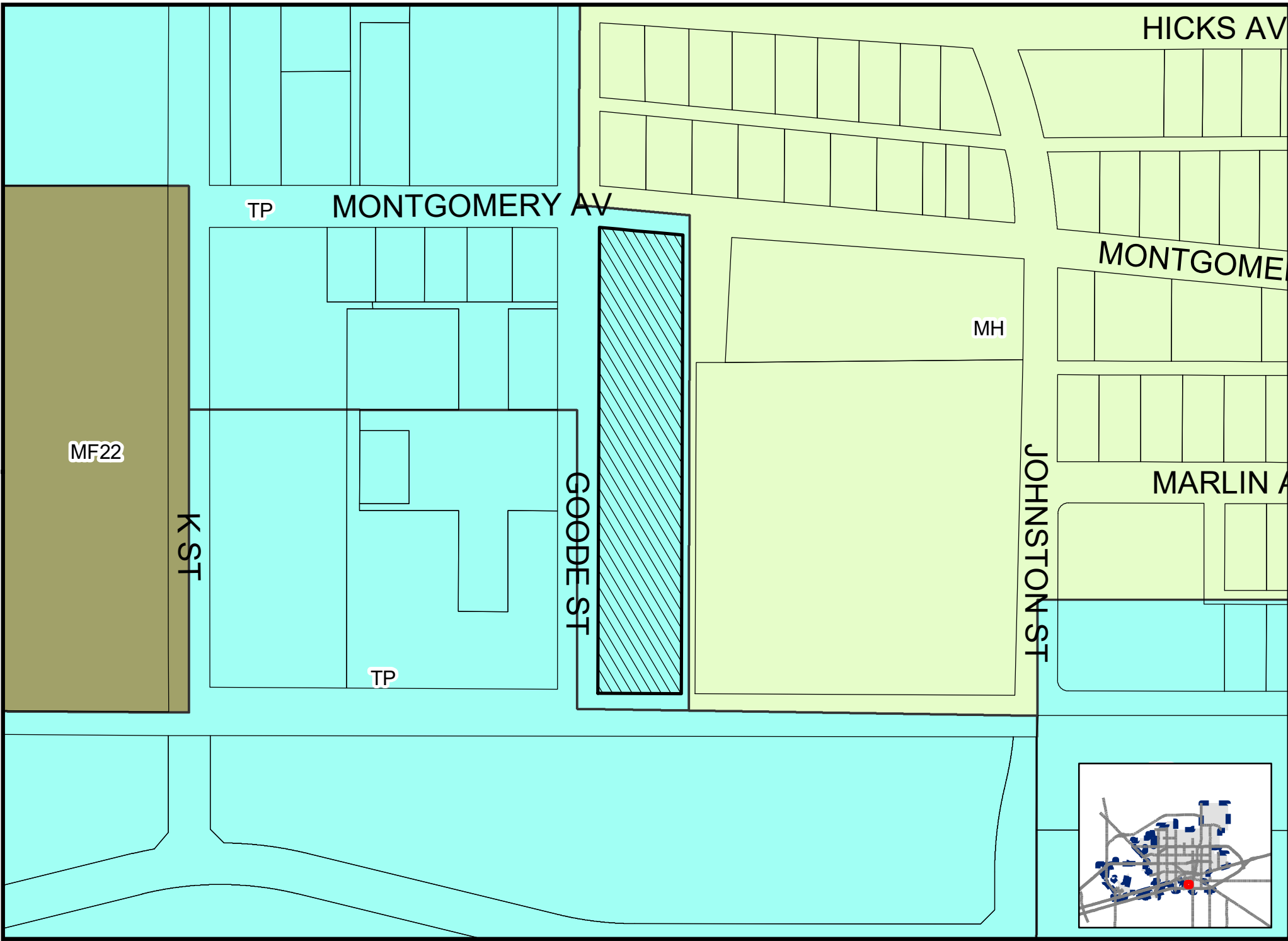
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



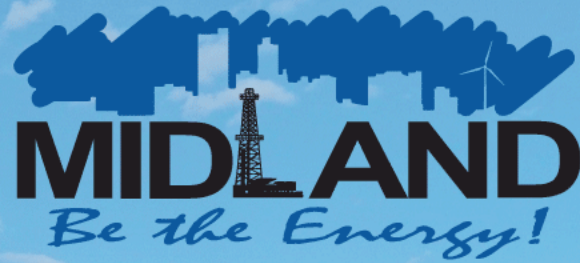
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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









ZONE CHANGE 1415 WEST MONTGOMERY AVENUE

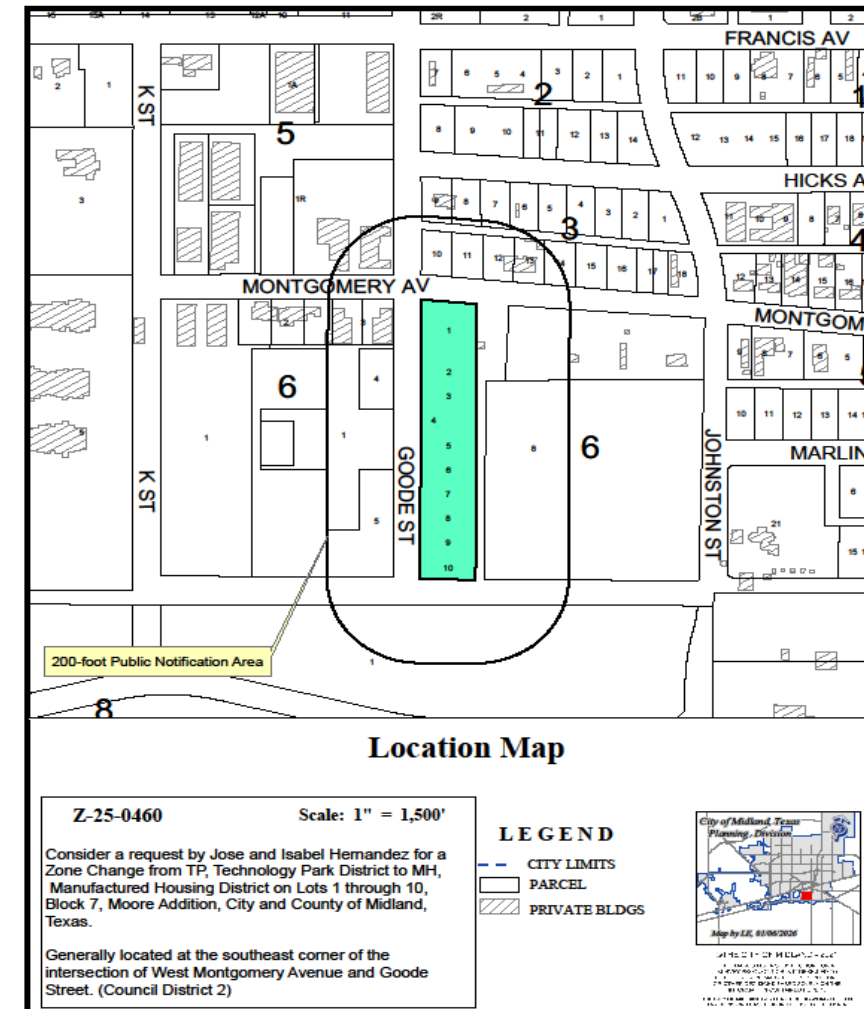


Visit Our Website

MIDLANDTEXAS.GOV

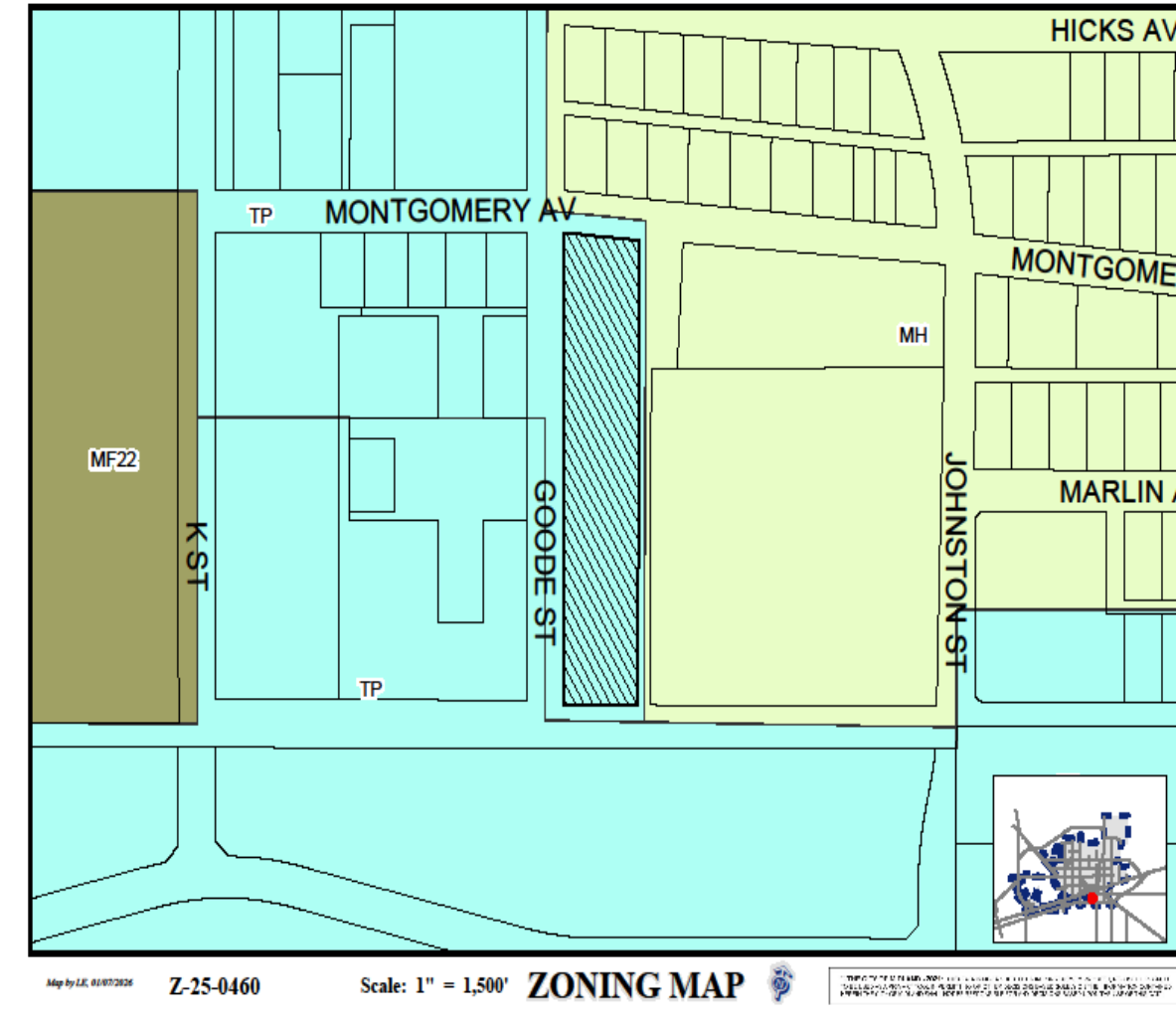
APPLICATION SUMMARY

- **Applicant/Property Owner:** Jose P. and Isabel Hernandez
- **Location:** 1415 West Montgomery Avenue
- **Reason for Request:** to allow for mobile homes



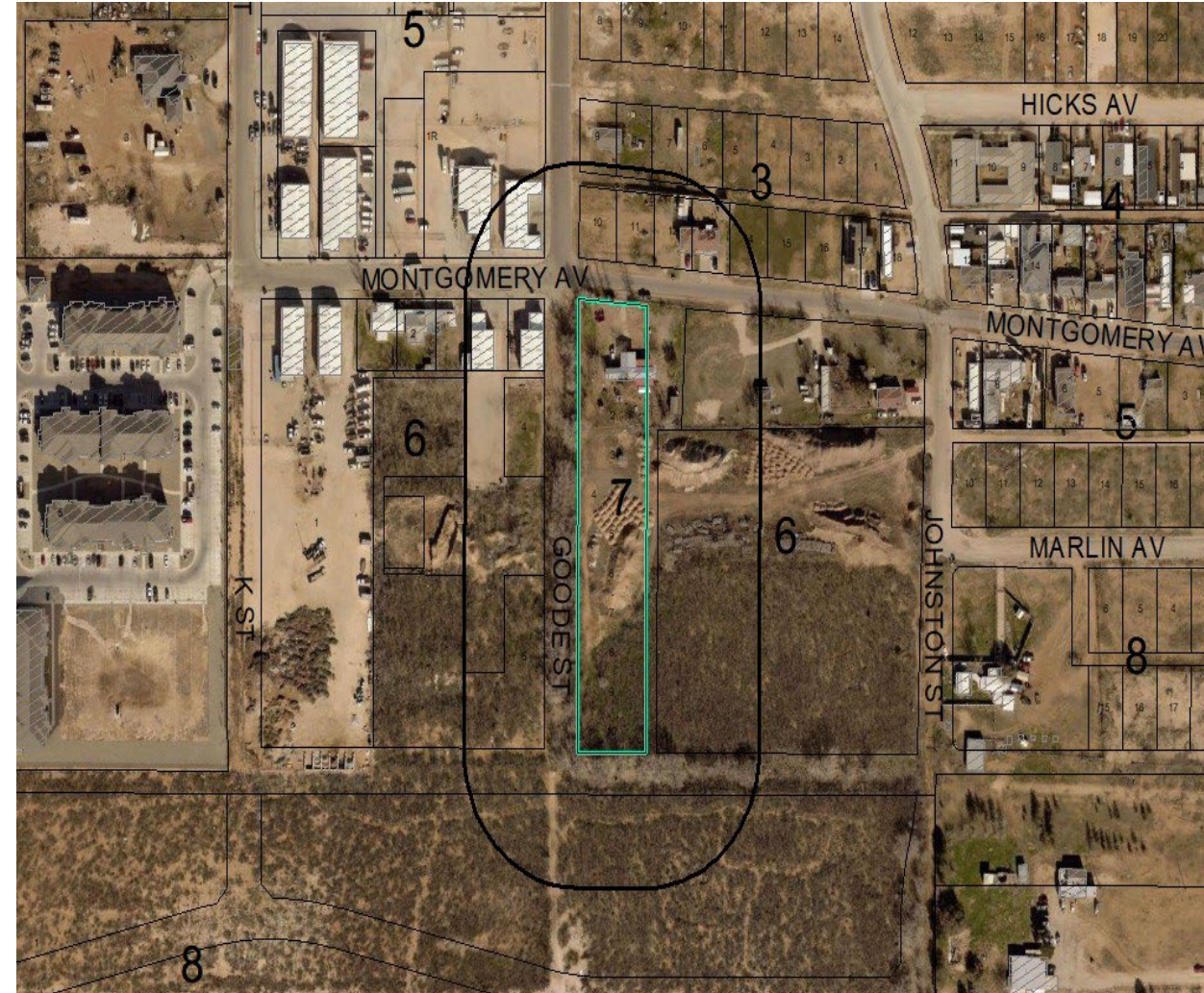
ZONING

- **Current Zoning:** TP, Technology Park
- **Surrounding Zoning:**
 - **North/East:** MH, Manufactured Housing District
 - **South/West:** TP, Technology Park District
- **Proposed Zoning:** MH, Manufactured Housing District



LAND USE

- **Current Use:** A mobile home and vacant lots
- **Surrounding Uses:**
 - **North/East:** Vacant lots and residences
 - **South:** Vacant land
 - **West:** Vacant lots and commercial shops
- **Proposed Use:** Mobile homes

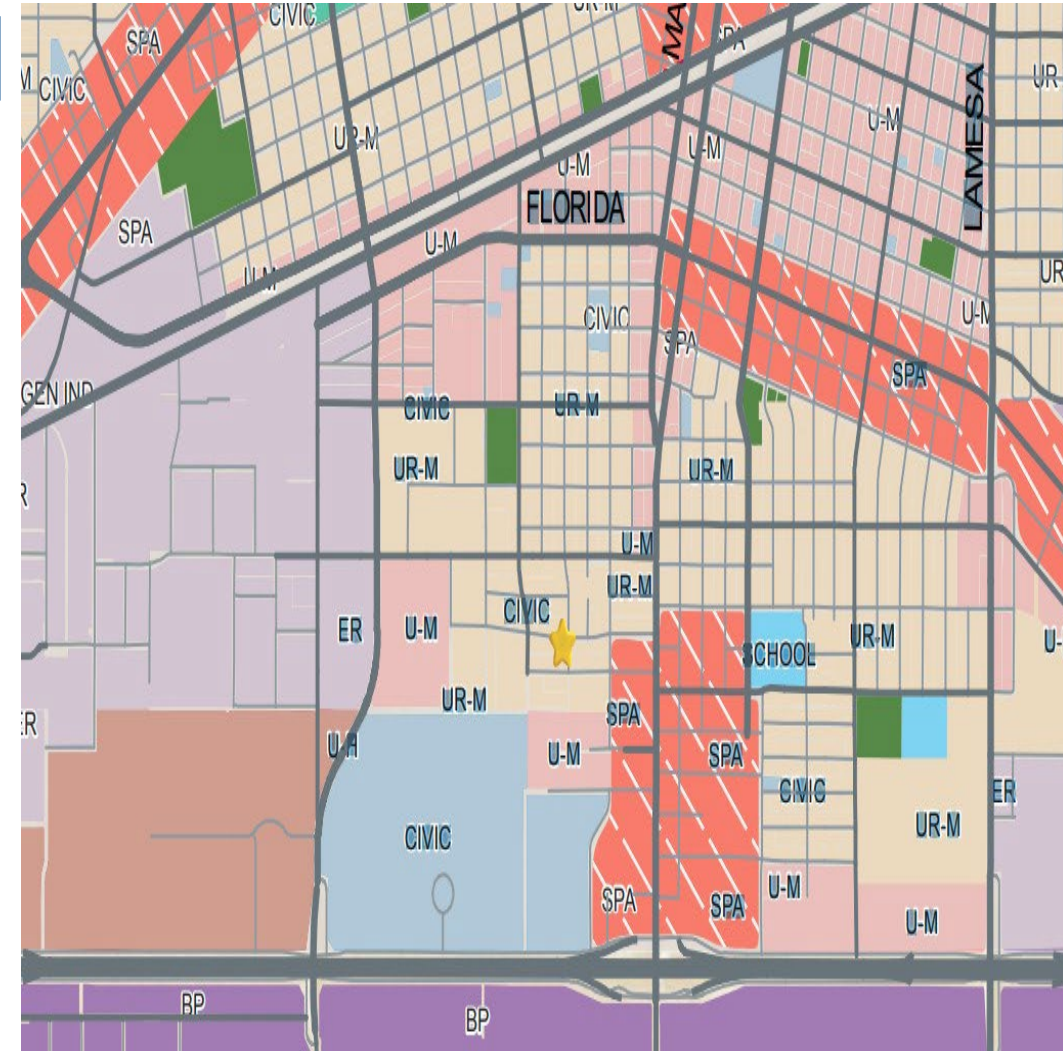




On West Montgomery Avenue, Looking South

COMPREHENSIVE PLAN

- **Land Use Designation:** UR-M, Urban Residential-Medium
- **Supported Uses:** a mix of housing styles; potential zoning districts include Manufactured Housing District, Townhouse Dwelling District, and Single-Family Dwelling Districts.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan*.



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this Zone Change request from TP, Technology Park District to MH, Manufactured Housing District.



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: February 10, 2026
To: City Council
From: Stephanie Mata, Economic Development Program Manager
Subject: RESOLUTION AUTHORIZING 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

Purpose:

Consider a request by 3201 Properties LLC, for approval of a Temporary Land Use Permit for outdoor music at 3201 Elkins Road.

Recommended Action:

Approve

Fiscal Impact:

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

3201 Properties LLC, is requesting a Temporary Land Use permit to have outdoor concerts located on the above described property as seen on the attached site plan (Exhibit A). There will be alcohol at this event. There will be music and at least 1-4 peace officers will be provided. There will be ten men's and ten-women's restrooms provided.

The term will last from August 1, 2025, through July 31, 2026, and will occur weekly on the following days and times:

Thursdays, Fridays, and Saturdays from 5:00 p.m. to 12:00 a.m.

This Temporary Land Use Permit for vendor markets aligns with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to "create a 'cultural core' in Midland that is a living, working, and entertainment destination," by supporting events that enhance quality of life and provide recreational opportunities for residents and visitors across the community.

This request has been circulated to all pertinent City departments for review. Below are the

departments's comments:

Engineering: (Approved)

No objections. [For the Applicant's information only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Fire: (Approved)

This event requires a site inspection by the fire department. Tent structure must meet all requirements of IFC 2015 ed. and NFPA fire retardant compliance. Food concessions are required to meet IFC 2015 ed. and local ordinances. Arts and crafts vendors may not use open flame devices without special inspection for each site. Fire extinguishers must be available at each vendor (2A-10BC min size). Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

Building Code: (Approved)

No objections. All canopies, tents, and stages must be erected according to manufacturer's instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

Oil and gas: (Approved)

No Oil and Gas issues.

Planning:

Staff recommends approval of this request for a Temporary Land Use permit subject to the conditions below:

- 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.
- D. 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.
- E. 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.

F. That the Applicant shall provide a minimum of one peace officer during all operating hours of the Events.

G. 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.

H. 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.

I. 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.

J. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Events.

K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

L. That this resolution shall supersede Resolution No. 2025-095 in all respects, and Resolution No. 2025-095 shall be of no further force and effect.

Letters of Objection:

As of January 30, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Location Map
Zoning Map
Aerial
Photo

Attachments:

- A. RESOLUTION W/EXH - TLU-25-0234.The Venue at Live Oak - Outdoor Music (Remove dB Limit) w Exh
- B. TLU-25-0234, COMBINED FILES
- C. 2025-095 - Resolutions - City Council - Regular - 7_22_2025
- D. CC - Live Oak TLU Amendment

Stephanie Mata, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/30/2026
Approved - 1/30/2026
Approved - 1/30/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/4/2026

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING 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**

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Steve Jeter (the “Applicant”) applied for authorization to temporarily use Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas (the “Property”) for outdoor music (the “Events”); and

WHEREAS, the Council subsequently approved Resolution No. 2025-095, which allowed the temporary use subject to certain conditions and restrictions; and

WHEREAS, the Council finds and determines that such temporary use shall continue to be allowed and that this resolution shall supersede Resolution No. 2025-095;

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

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Events subject to the following conditions and restrictions:

- 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.
- D. 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.
- E. 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.

- F. That the Applicant shall provide a minimum of one peace officer during all operating hours of the Events.
- G. 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 tie-downs or anchors that will resist the local estimated wind load.
- H. 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.
- I. 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.
- J. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Events.
- K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.
- L. That this resolution shall supersede Resolution No. 2025-095 in all respects, and Resolution No. 2025-095 shall be of no further force and effect.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

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

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney



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:	Men	Toilets/Urinals: <u>7 / 5</u>	Bathroom Sinks: <u>5</u>
	Women	Toilets: <u>10</u>	Bathroom Sinks: <u>5</u>
	Unisex	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) : _____	
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. 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.	

****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

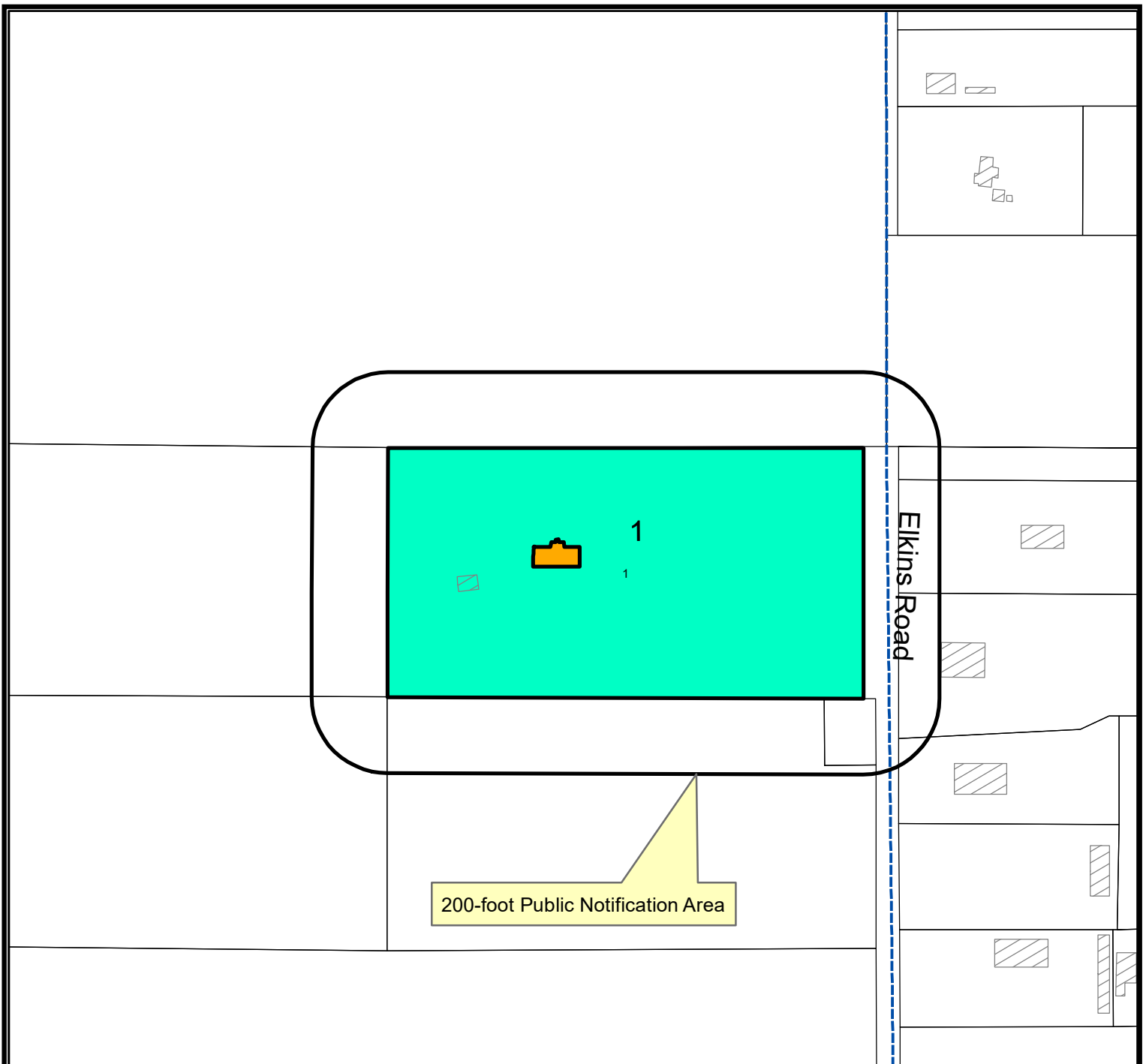
FOR OFFICE USE ONLY

- | | |
|---|--|
| ☐ 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

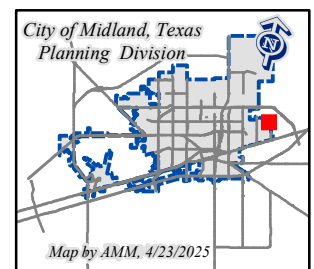
Scale: 1" = 200'

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)

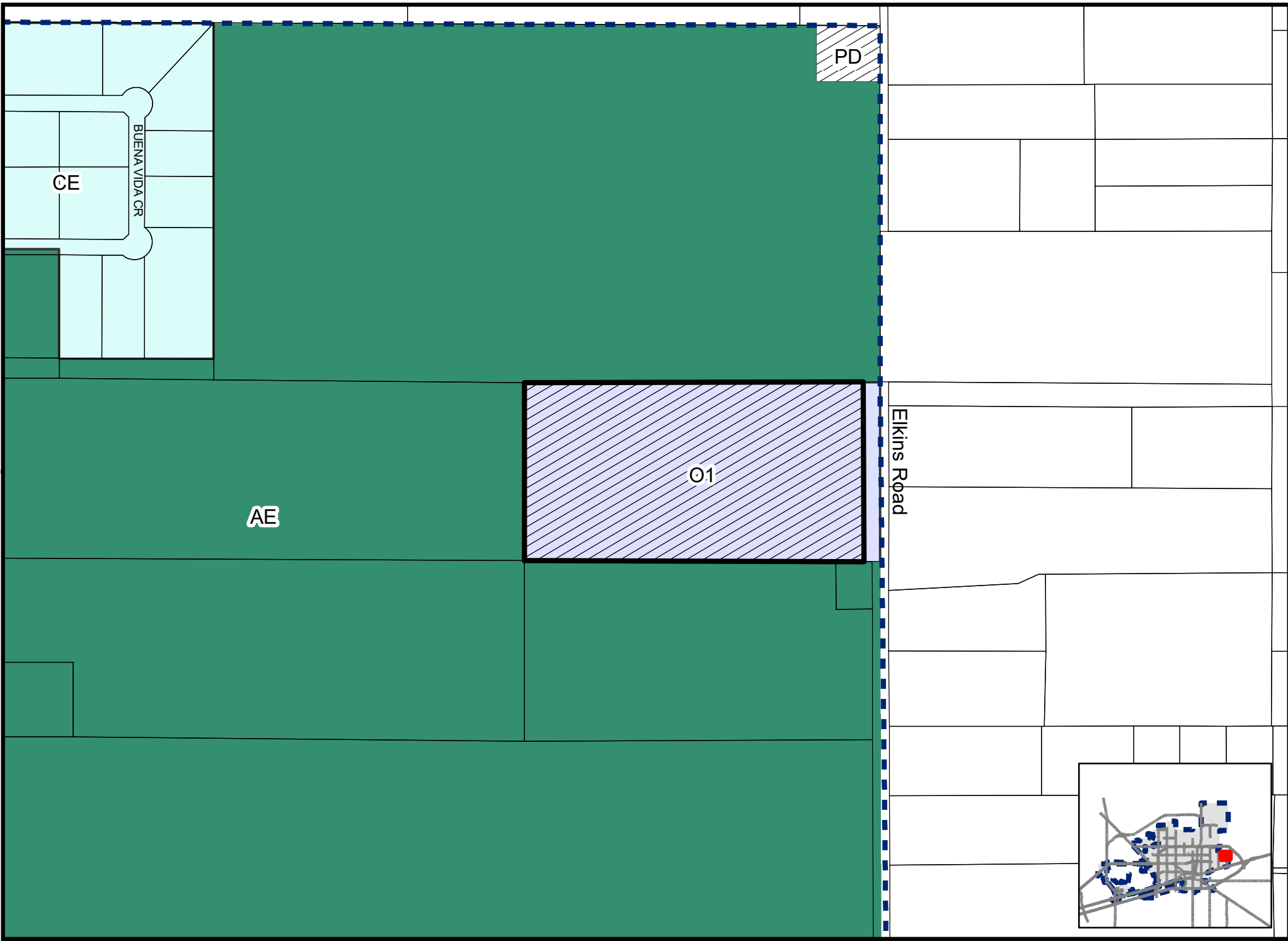
LEGEND

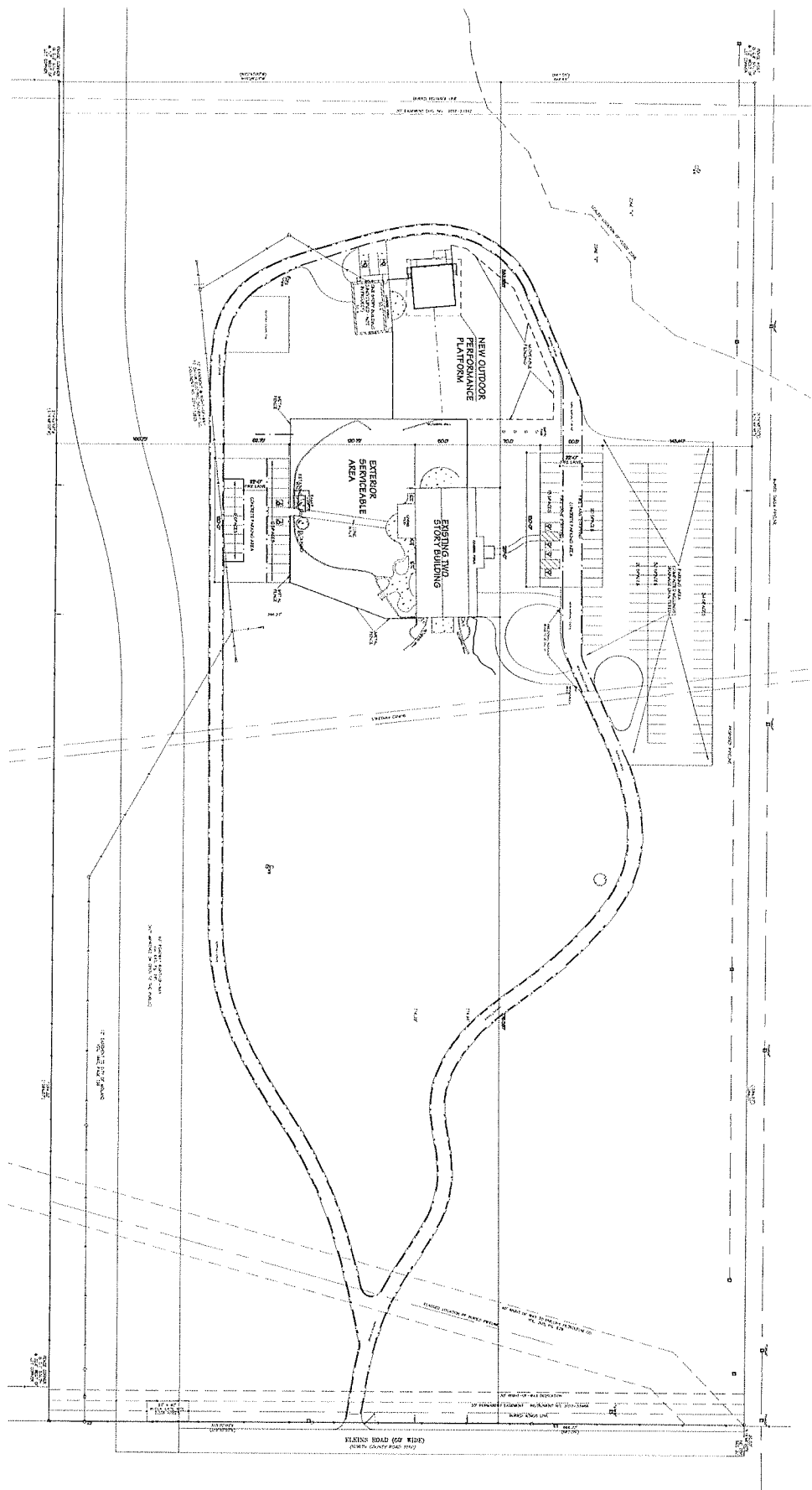
- CITY LIMITS
- PARCEL
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SITE PLAN

PARKING CALCULATIONS

EXISTING BUILDING	4,200 SQ FT
NEW BUILDING	1,200 SQ FT
TOTAL BUILDING AREA	5,400 SQ FT
EXISTING PARKING	1,000 SPACES
NEW PARKING	1,200 SPACES
TOTAL PARKING	2,200 SPACES
REQUIRED PARKING	1,200 SPACES
EXCESS PARKING	1,000 SPACES



SHEET
A2

NEW EVENT CENTER
3201 ELKINS ROAD

MIDLAND

TEXAS



J. PHILLIP FURQUERON, Architect

407 CHARISMATIC DRIVE
432 270 3846

MIDLAND, TEXAS
79705





RESOLUTION NO. 2025-095

**RESOLUTION AUTHORIZING 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**

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Steve Jeter (the “Applicant”) has applied for authorization to temporarily use Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas (the “Property”) for outdoor music (the “Events”); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Events subject to the following conditions and restrictions:

- 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.
- 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.
- 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.
- 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 tie-downs 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.
- 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.
- 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.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

On motion of Council member Stubbs, seconded by Council member Burkholder, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 22nd day of July, A.D., 2025, by the following vote:

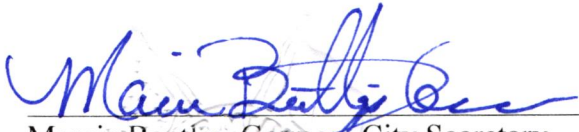
Council members voting "AYE": Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd

Council members voting "ABSTAIN": Norman

Council members voting "NAY": None


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, Interim City Attorney



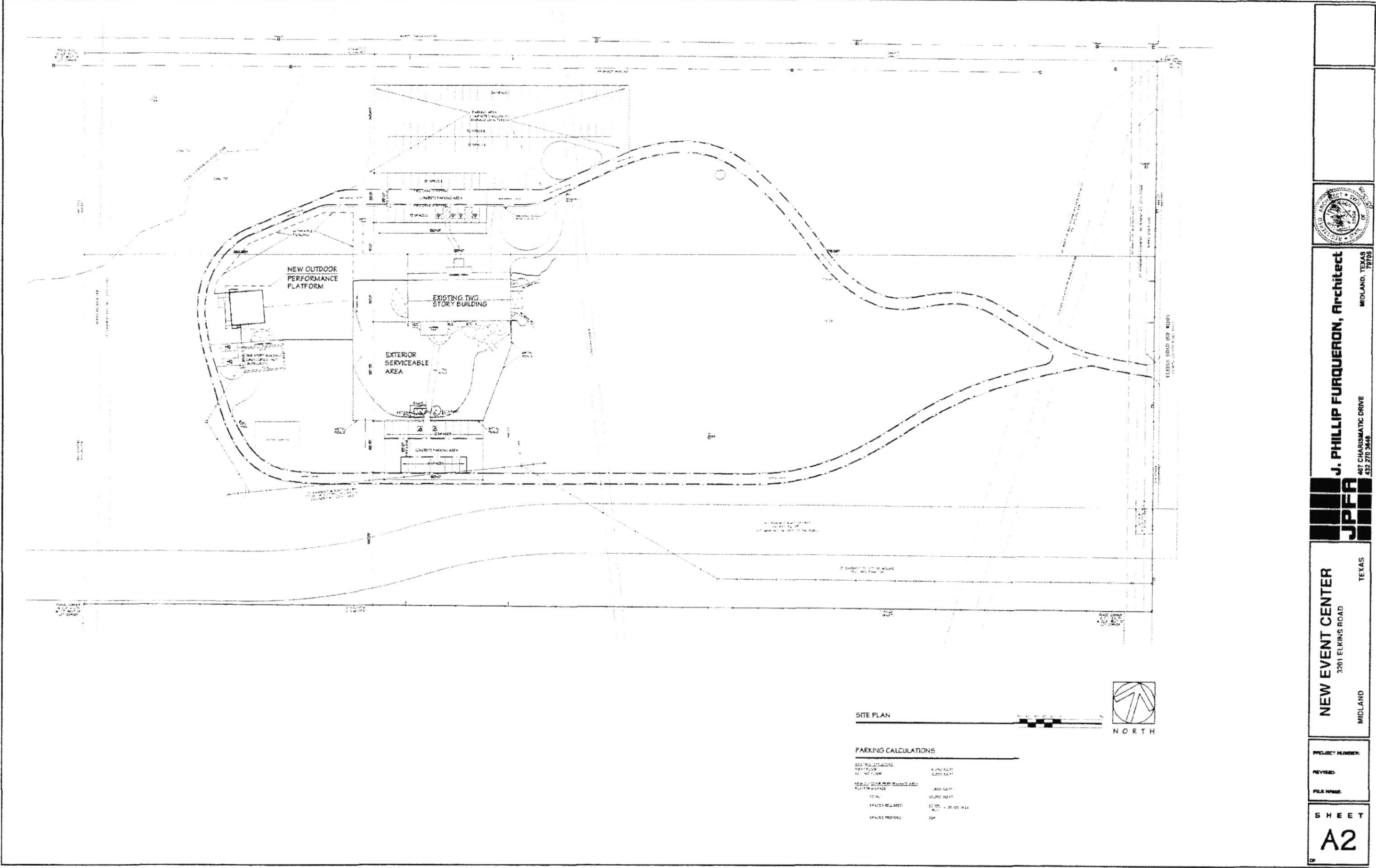


EXHIBIT A

APPROVED
"As Amended"

2025-095



City Council Meeting

Item Number: 20
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Stephanie Mata, Economic Development Manager
Subject: RESOLUTION AUTHORIZING 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Consider a request by 3201 Properties LLC, for approval of a Temporary Land Use Permit for outdoor music at 3201 Elkins Road.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

3201 Properties LLC, is requesting a Temporary Land Use permit to have outdoor concerts located on the above described property as seen on the attached site plan (Exhibit A). There will be alcohol at this event. There will be music and at least 1-4 peace officers will be provided. There will be ten men's and ten-women's restrooms provided.

The event will last from

**August 1, 2025, through July 31, 2026, and will occur weekly
on the following days and times:
Thursdays, Fridays, and Saturdays from 5:00 p.m. to 12:00 a.m.**

This Temporary Land Use Permit for the above described use aligns with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to “create a ‘cultural core’ in Midland that is a living, working, and entertainment destination,” by supporting events that enhance quality of life and provide recreational opportunities for residents and visitors across the community.

This request has been circulated to all pertinent City departments for review. Below are the departments’ comments:

Engineering: (Approved)

No objections. [For the Applicant’s information only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Fire: (Approved)

This event requires a site inspection by the fire department. Tent structure must meet all requirements of IFC 2015 ed. and NFPA fire retardant compliance. Food concessions are required to meet IFC 2015 ed. and local ordinances. Arts and crafts vendors may not use open flame devices without special inspection for each site. Fire extinguishers must be available at each vendor (2A-10BC min size). Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

Building Code: (Approved)

No objections. All canopies, tents, and stages must be erected according to manufacturer’s instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

Oil and gas: (Approved)

No Oil and Gas issues.

Planning:

Staff recommends approval of this request for a Temporary Land Use permit subject to the conditions below:

- 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.**
- D. 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.**
- E. 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.**
- F. That the Applicant shall provide a minimum of one peace officer during all operating hours of the Events.**
- G. 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.**
- H. 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.**
- I. 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.**
- J. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Events.**
- K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.**

Letters of Objection:

As of July 11, 2025, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Location Map
Zoning Map
Aerial
Photo
.

For & Out

City Manager's Office



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 Jeter

Phone (432) 413-1501

Email Steve@liveoak.events

Address 4009 ECR 43

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 () _____

Email _____

Address _____

City _____

State _____

Zip _____

Street Address: 3201 Elkins Road

Legal Description

Lot: 1 Block: 1 Subdivision: Camelot

Current Zoning: Office 1

Type of Temporary Use Requested: Outdoor Private Event

Description of Event: private parties with live music

Duration 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 2026

Will 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> <i>Contact the Midland Police Department to schedule off-duty police officers.</i>			
Type of Music (<i>carnival, live, etc.</i>):			
Showmobile (<i>portable stage</i>) 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>	

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.

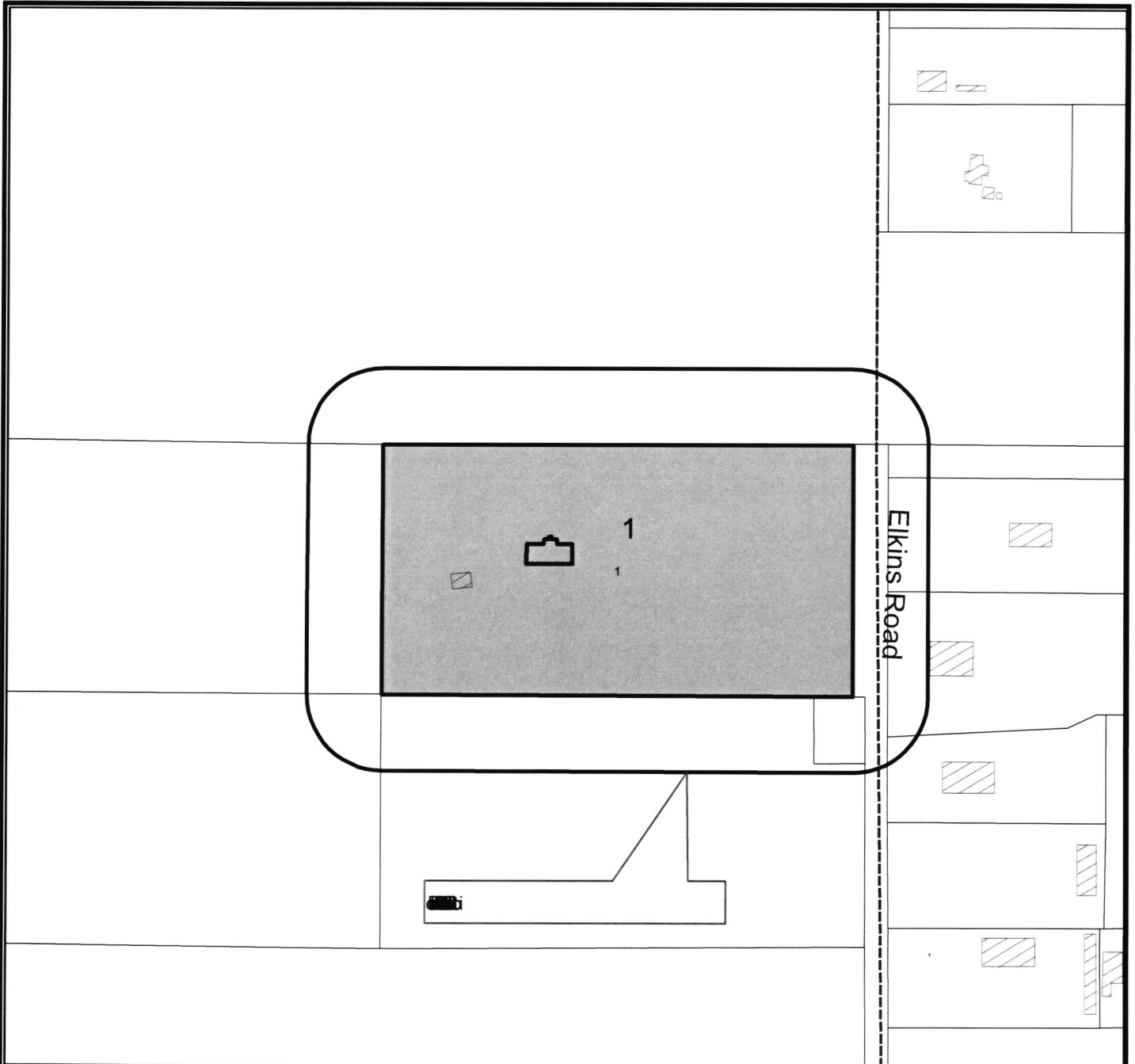
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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: _____



LOCATION MAP

TLU-25-0234

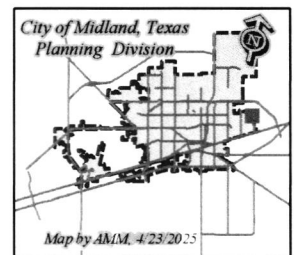
Scale: 1" = 200'

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.
(Court Packet 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

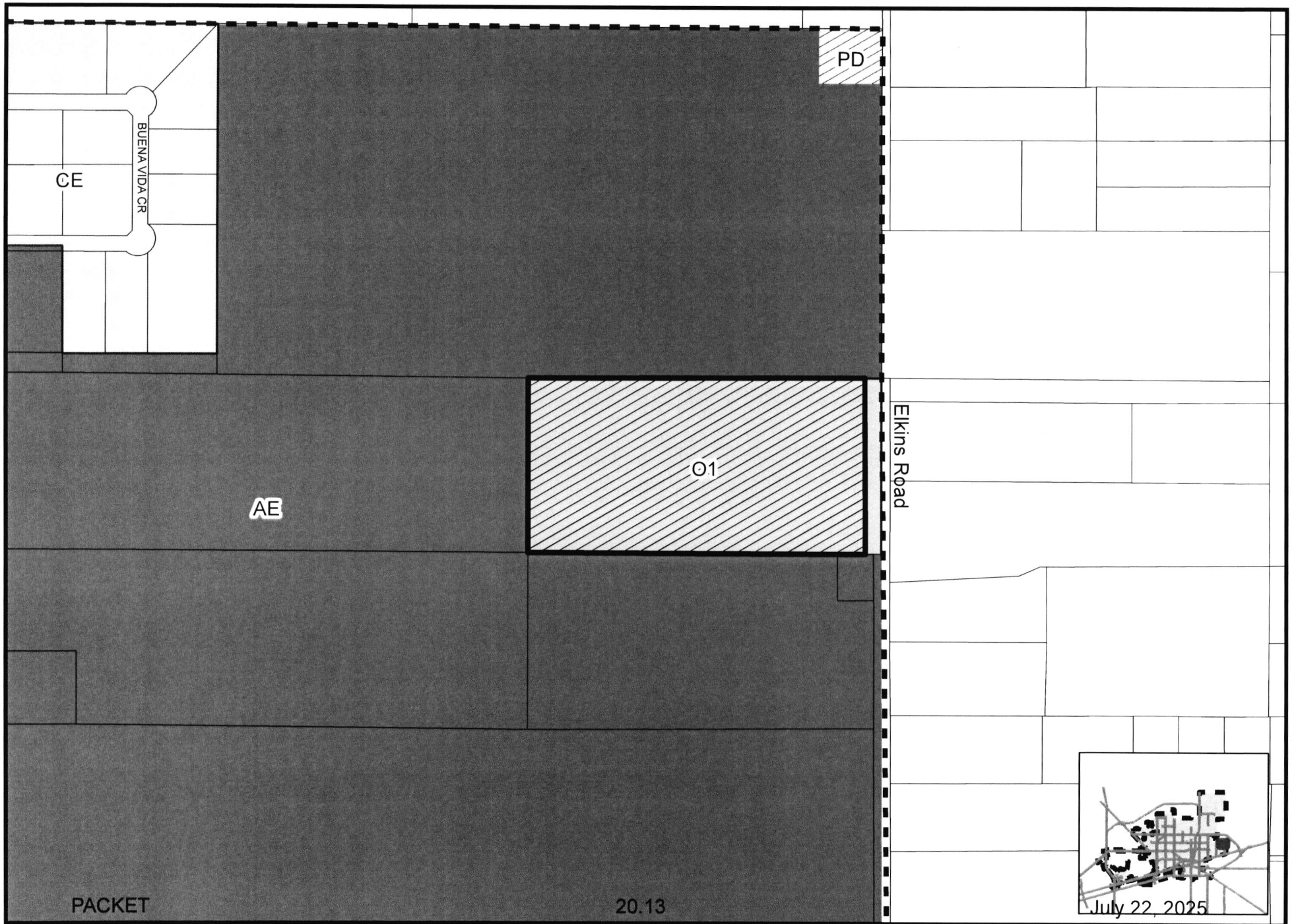


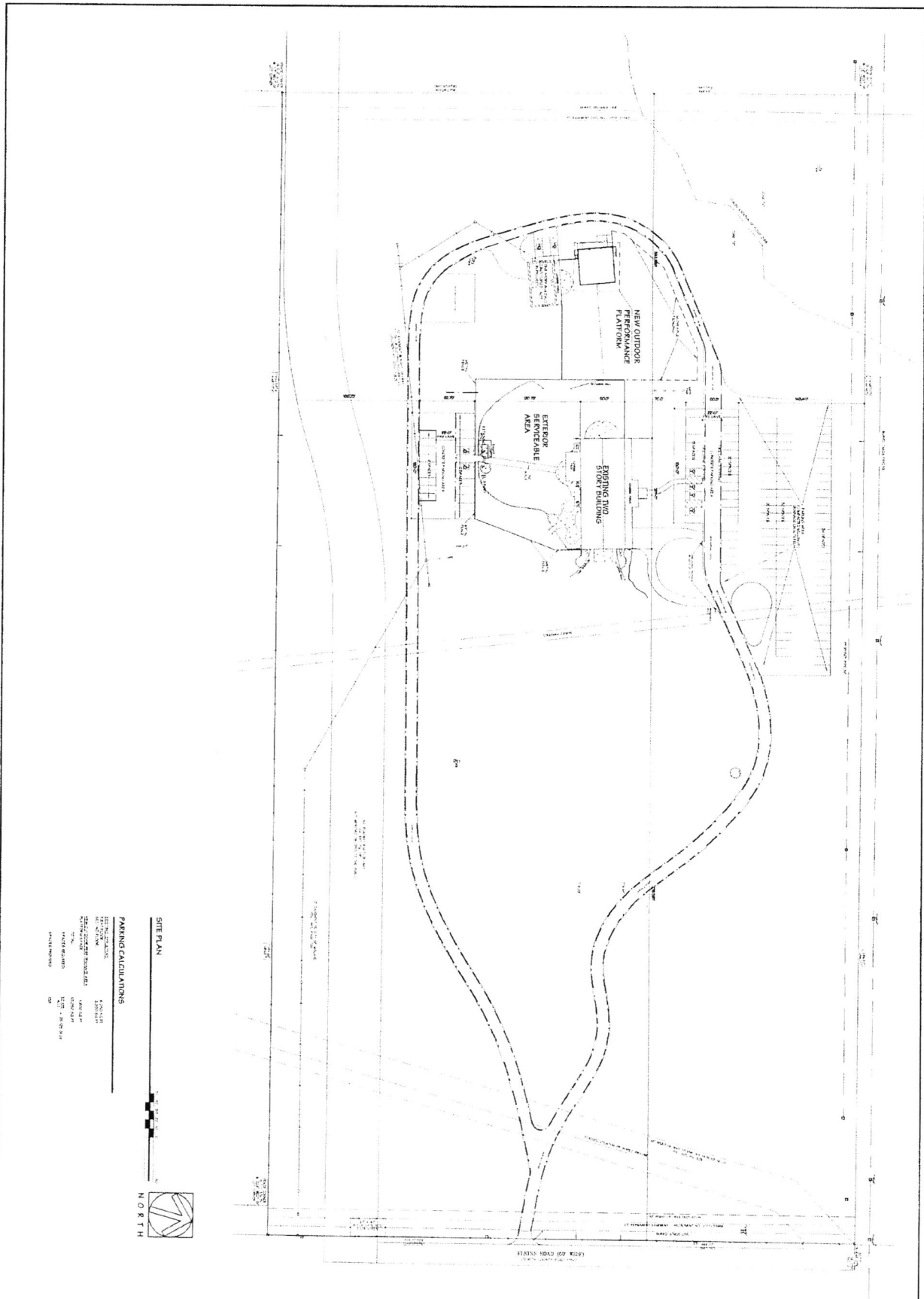
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTE FOR A SURVEY PROVIDED OR FOR THE CITY TO BE USED FOR ANY PURPOSES OTHER THAN 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.

20.12





PARKING CALCULATIONS

EXISTING BUILDING	2,100 S.F.
NEW BUILDING	1,100 S.F.
TOTAL BUILDING AREA	3,200 S.F.
EXISTING PARKING	100 SPACES
NEW PARKING	100 SPACES
TOTAL PARKING	200 SPACES

SITE PLAN

1" = 30' 0" 1" = 100' 0"

NORTH

PACKET

20.14

July 22, 2025

SHEET
A2

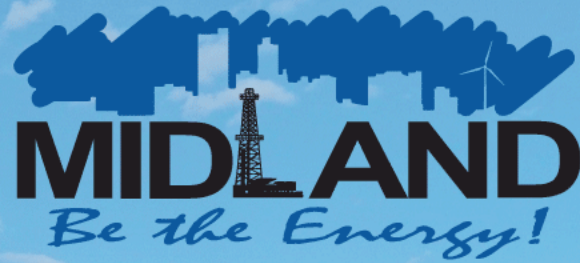
NEW EVENT CENTER
3261 ELKINS ROAD
MIDLAND TEXAS



J. PHILLIP FURQUERON, Architect
467 CHARISMATIC DRIVE
432.270.3646
MIDLAND, TEXAS 79705







ITEM

TEMPORARY LAND USE THE VENUE AT LIVE OAK

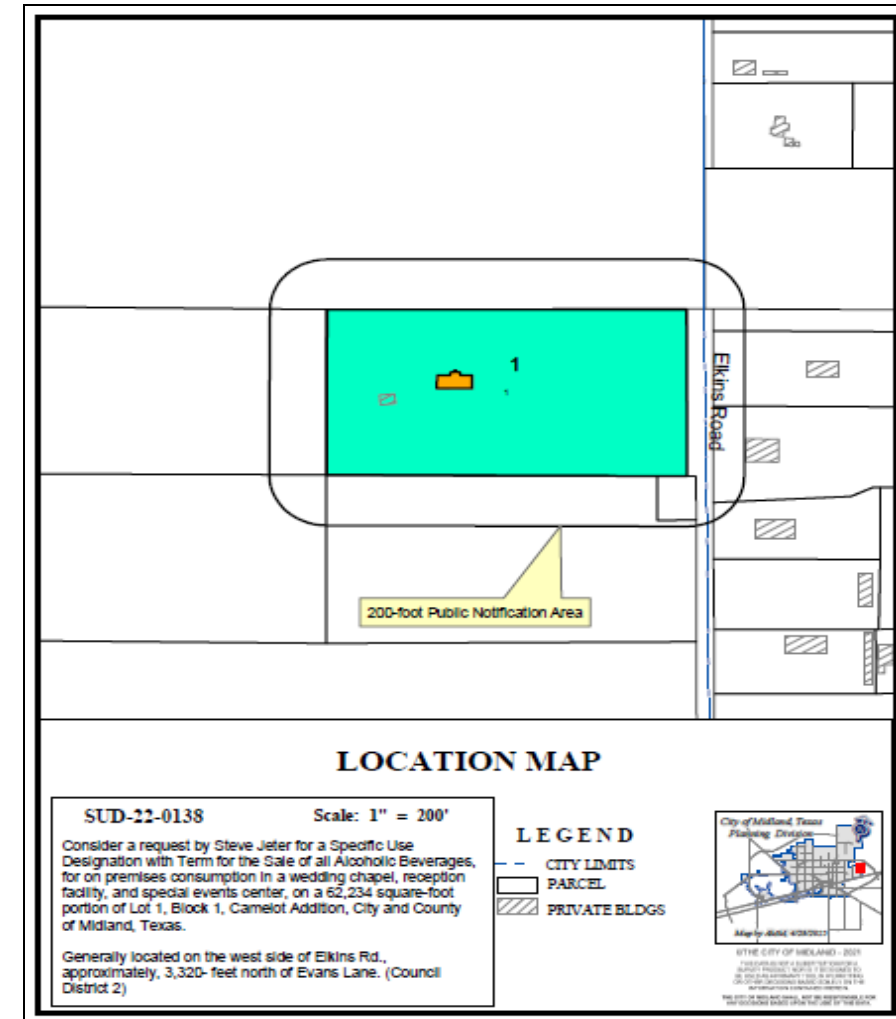


Visit Our Website

MIDLANDTEXAS.GOV

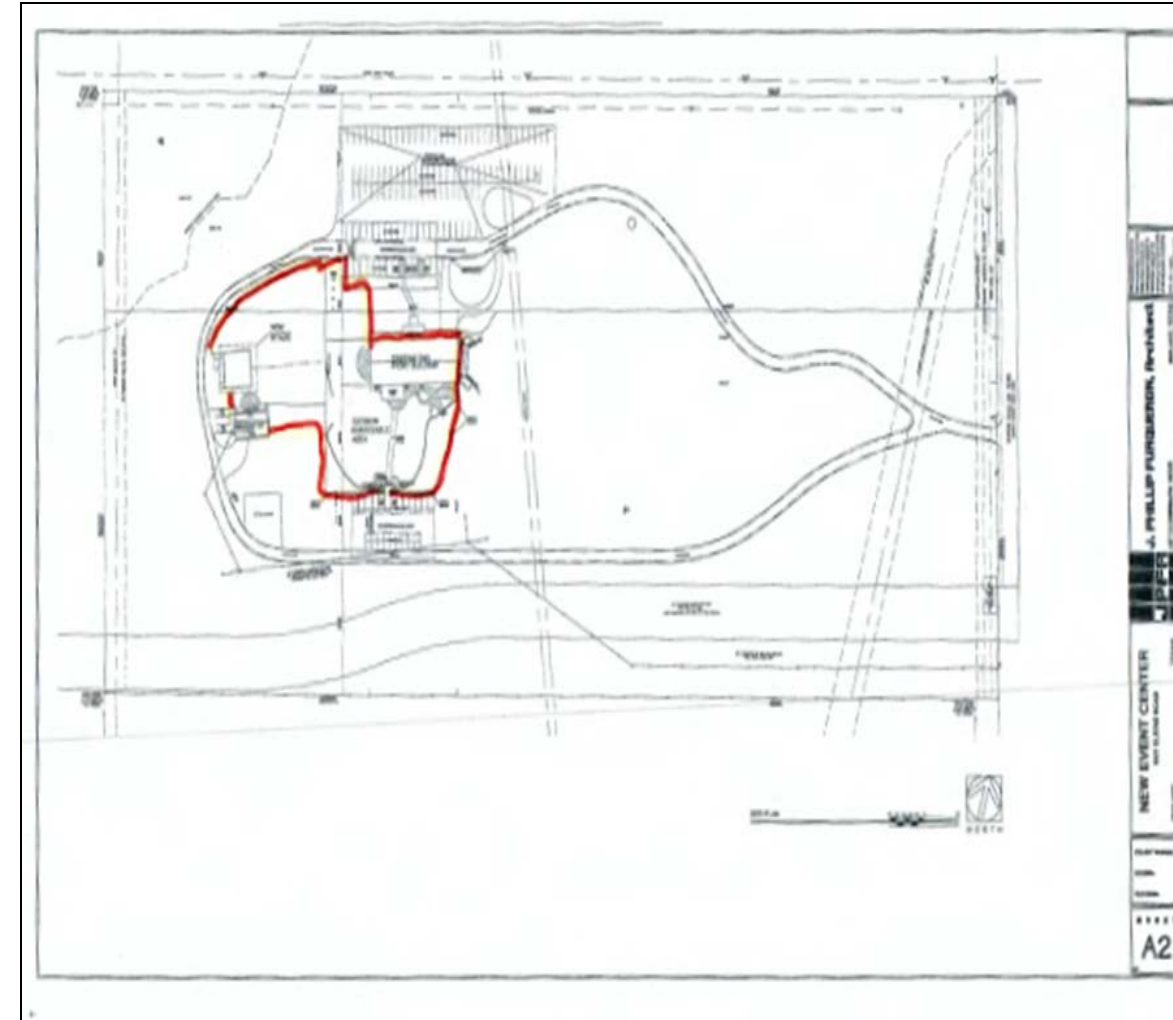
APPLICATION SUMMARY

- **Applicant/Property Owner:** Steve Jeter
- **Location:** 3201 Elkins Road (Council District 2)
- **Reason for Request:** For the use of outdoor music

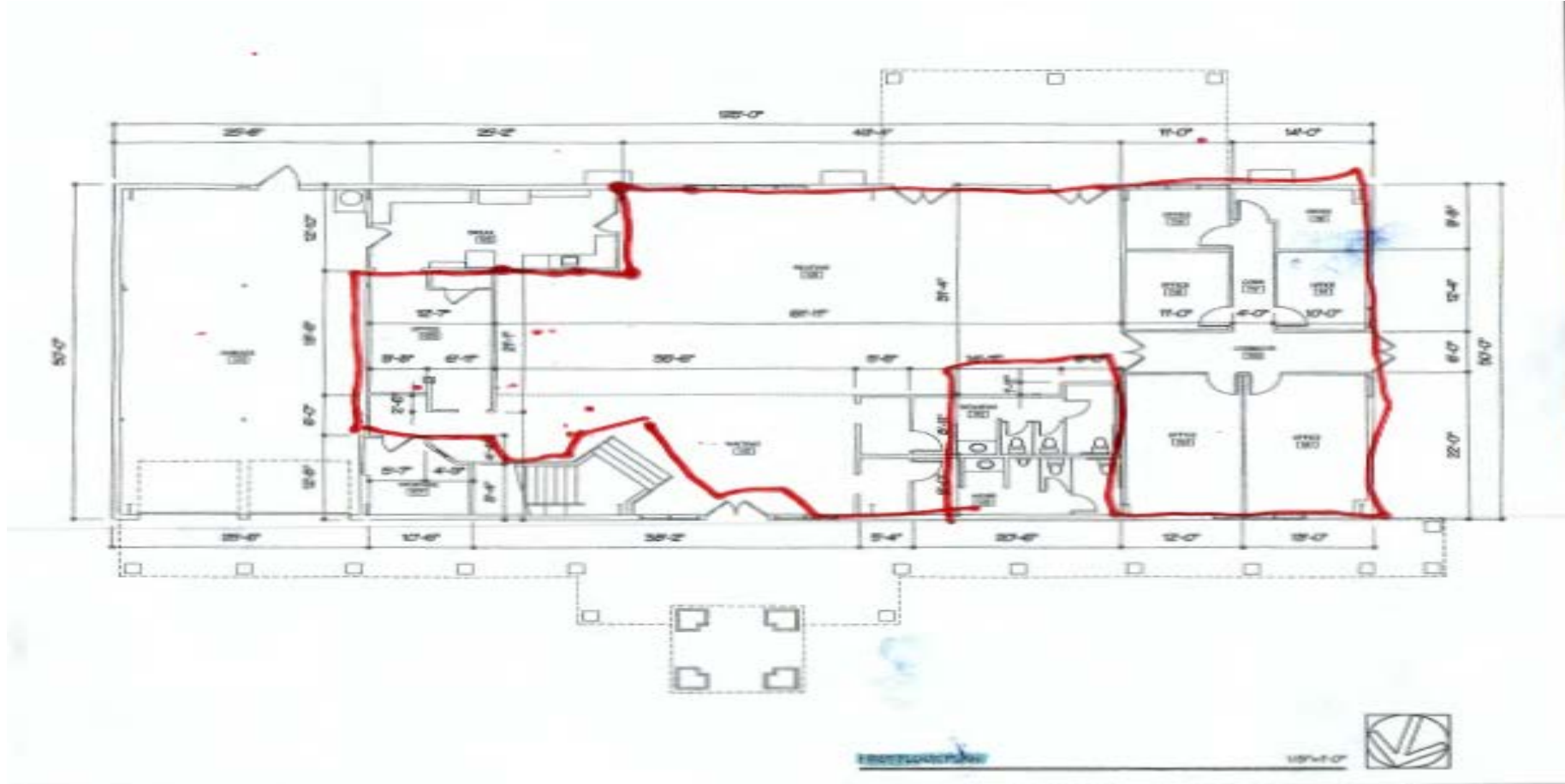


DETAILS OF REQUEST

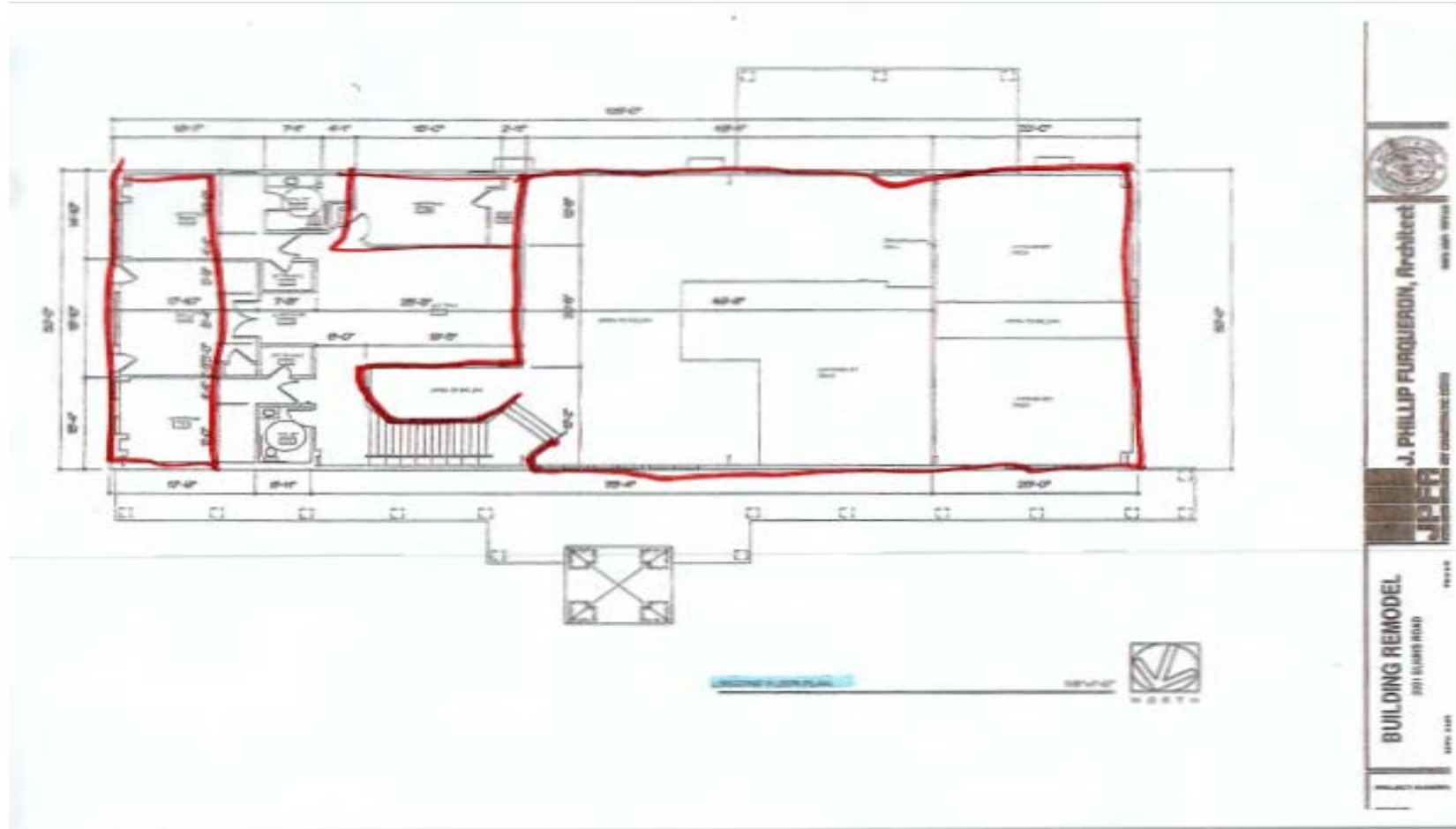
- For Existing Event Venue
- **Area of Business:** 62,234 SF
- **Serviceable Area:** 57,549SF
- **Hours of Operation/Sales of Alcohol:** Sunday to Thursday from 10 a.m. to 12 a.m. Friday and Saturday from 10 a.m. to 2 a.m.



CONTINUED FLOOR PLAN

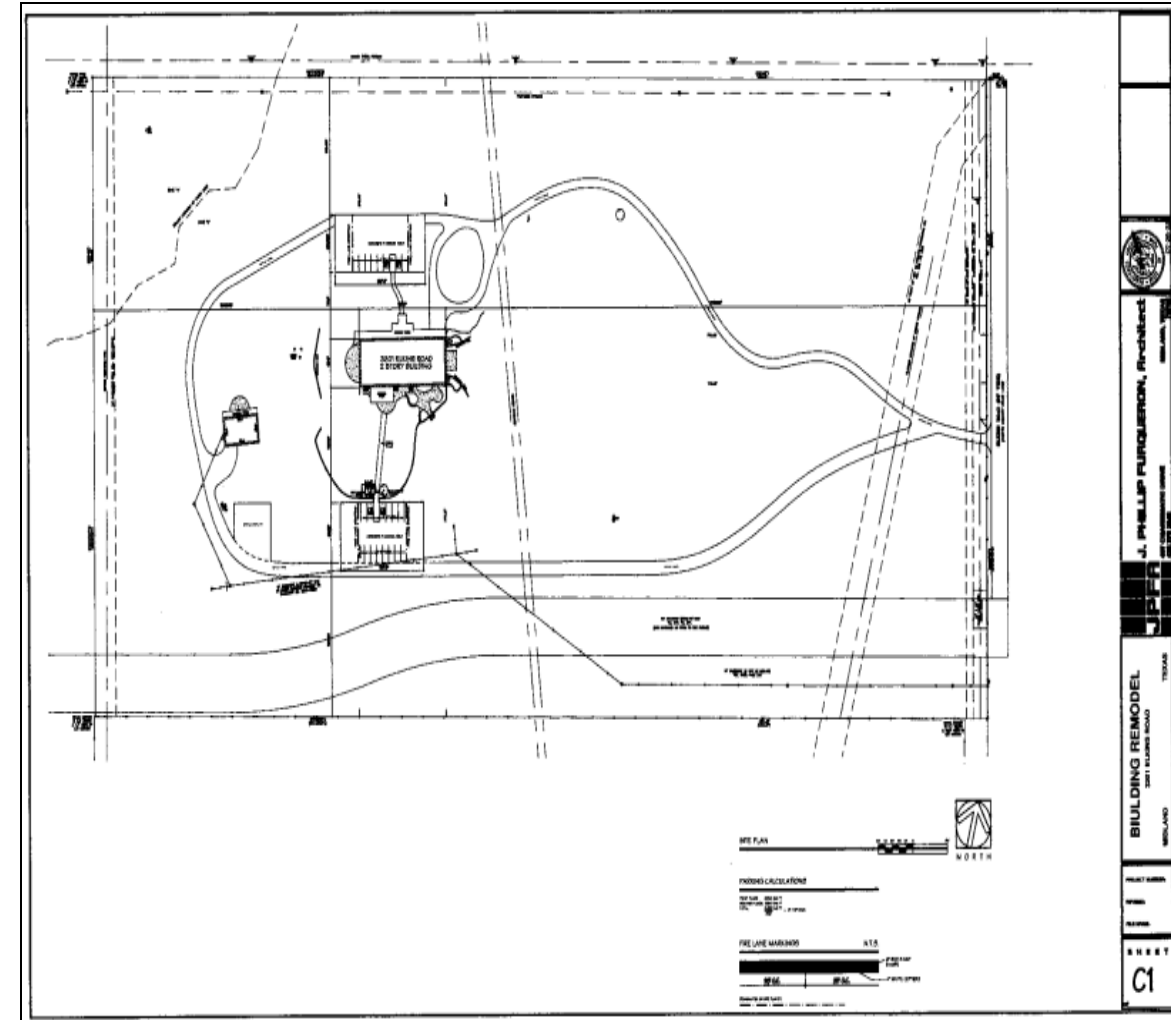


CONTINUED FLOOR PLAN



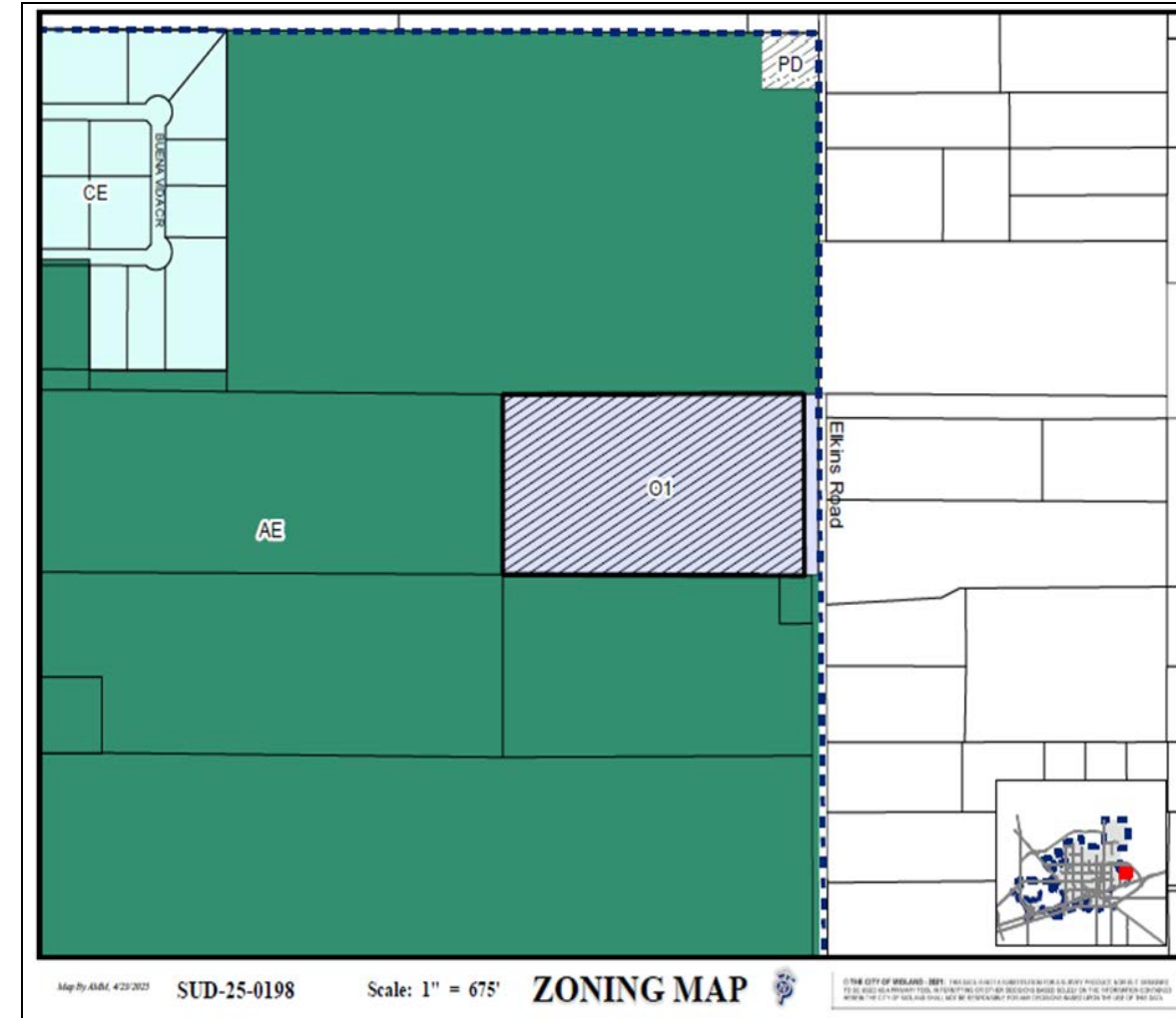
EXISTING SUD

- 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

15



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.



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: February 10, 2026
To: City Council
From: Madelim Jaquez, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 10 AND 11, BLOCK 2, SOLOMON ESTATES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH A STREET AND MOCKINGBIRD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

Purpose:

Dunaway Associates, on behalf of Black Family Partnerships, is requesting a Zone Change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development in order to create a private residential subdivision on the properties located at 5407 and 5315 Alysheba Lane.

Recommended Action:

Informational/Directional

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:**Current Zoning:**

AE, Agricultural Estate District

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned Development District for Recreation Center and is a country club. The properties to the east are zoned CE, Country Estate District and consist of single-family housing. The property to the south is an active easement, which does not have

a zoning and is used for drainage purposes. The property to the west is zoned PD, Planned Development District for a Housing Development and consists of single-family housing.

Analysis:

The subject properties are located at 5407 and 5315 Alysheba Lane. Dunaway Associates, on behalf of Black Family Partnerships, is seeking a zone change from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development, in order to create a private residential subdivision. The AE, Agricultural Estates Zoning District has a minimum lot requirement of 2.00-acres. In addition to the zone change request, the applicant is also currently replatting this property. The applicant is requesting a Planned Development District to provide flexibility for the development.

The property owners want to develop the site into a small residential subdivision on 37 lots. This subdivision will keep the existing screening wall made out of a combination of wood and masonry. Additionally, the developer is proposing some lots to have dimensions smaller than what is allowed by the base zoning, SF-3, Single-Family Dwelling District, such as Lot 31 and Lot 23 as seen on the site plan (Exhibit A). However, most of the proposed lots meet the minimum dimensions of the of the SF-3 zoning district.

This request is partially consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designates this area as Urban Residential-Large Lot, which includes neighborhoods with very large lots, consisting of single-family homes. About half of the subdivision is made up larger lots which are about one to two acres. Most of the lots, which make up about half of the subdivision range from about 5,000 SF to 14,000 SF in area. However, the overall density of the subdivision is 1.8 units per acre which is consistent with the UR-LL designation.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures built within the floodplain. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015

International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Should Council approve this Zone Change, staff recommends that it be subject to the following conditions:

- A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A; provided, however, that buildings not shown on the site plan may be located on the Property, except within the areas identified as "LANDSCAPE AREA", if such buildings satisfy the requirements of Title XI, Chapter 1 of the City Code and all other applicable ordinances.

Letters of Objection:

Staff has not received any letters of objection as of January 30, 2026.

Attachments:

Application
Site plan
Maps
Aerial
PowerPoint Presentation
City
Manager's
Office

Attachments:

- A. ORDINANCE W/EXH - Z-25-0457.AE to PDHD v2 w Exh
- B. Z-25-0457, Combined files
- C. CC- - Alysheba Lane, Zone change

Madelim Jaquez, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal

Created/Initiated - 1/30/2026
Approved - 1/30/2026
Approved - 1/30/2026
Approved - 2/2/2026

Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/3/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 10 AND 11, BLOCK 2, SOLOMON ESTATES, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH A STREET AND MOCKINGBIRD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas (the “Property”), to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to PD, Planned Development District for Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

That the Property shall significantly conform to the site plan attached hereto as Exhibit A; provided, however, that buildings not shown on the site plan may be located on the Property, except within the areas identified as “LANDSCAPE AREA”, if such buildings satisfy the requirements of Title XI, Chapter 1 of the City Code and all other applicable ordinances.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

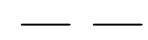
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney

EXHIBIT A

LEGEND

- | | |
|---|-------------------------------------|
|  | PROPERTY LINE |
|  | EXISTING LOT LINES |
|  | EXISTING MASONRY FENCE |
|  | PROPOSED LOT LINES |
|  | YARD SETBACKS |
|  | PEDESTRIAN ACCESS EASEMENT |
|  | HOA SCREENING WALL EASEMENT |
|  | EXISTING TREE
MINIMUM 6" CALIPER |
|  | PROPOSED PARKING |
|  | LANDSCAPE AREA |

NOTES

1. ALL STREETS ARE PRIVATE.
2. SIDEWALKS ARE 5 FT. MINIMUM WIDTH.
3. FRONT YARD & CORNER LOTS, THE BUILDING SETBACKS ARE MEASURED FROM THE BACK OF CURB.

EASEMENTS:

- ## 1 PEDESTRIAN ACCESS EASEMENT

LANDSCAPE AREA 130,982 SF. (15%)



NORTH
GRAPHIC SCALE

0 60 :

1 inch = 6

PD SITE PLAN ALYSHEBA ENCLAVE

±20.55 AC.
37 RESIDENTIAL LOTS
MIDLAND, TEXAS
REVISED JANUARY 16, 2025



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76102
Tel: 817.335.1121
[TX REG. F-1114]



Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Black Family Partnerships

Phone (432) 683-2950
Email

Address 4000 N. Big Spring St. Ste. 310

City Midland

State TX

Zip 79705

Property Owner

Printed Name: Black Family Partnerships

Phone (432) 683-2950
Email

Address 4000 N. Big Spring St. Ste. 310

City Midland

State TX

Zip 79705

Representative (if different from Applicant or Property Owner)

Firm: Dunaway Associates

Printed Name: Melanie Martinez & Tim Hair

Phone (432) 699-4889
Email

mmartinez@dunaway.com

Address 4000 N. Big Spring St. Ste. 101

City Midland

State TX

Zip 79705

Street Address: 5407 & 5315 Alysheba Lane**Legal Description**

Lot: Proposed Block: Proposed 1-7 Subdivision: Proposed Solomon Estates Section 3

Current Zoning: AE**Proposed Zone:** PD

(List by tracts if more than one district is requested)

Reason for Zone Change Request: The owners are requesting to rezone these two addresses to follow the replat request to create a Private Subdivision and met City requirements.**Present Use of Property:** Currently 5407 Alysheba Lane is used for one residential lot, 5315 Alysheba Lane is vacant.**Proposed Use of Property:** The land is being replatted and rezoned to create house a a Private Subdivision and met City requirements.**How would this zone change affect the public health, safety and welfare?**

This zoning request/ site plan will allow for lots and homes to be built, increasing the surrounding land value, traffic and property taxes.

Describe how conditions affecting the property have changed since present zoning**designation:** The current zoning and use of the land has had minimal affect on the property the proposed zoning, site plan/ replat will increase lots, create private streets and build new homes.**Submittal and Fees****Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Cynthia Davis Black

Date:

Applicant (printed):

Cynthia Davis Black

Property Owner (signature):

Date:

Property Owner (printed):

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If 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 Cynthia Black who, being by me duly sworn, upon oath says: That (s)he is authorized by Black Family Partnership, 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.

Cynthia Davis Black
Authorized Agent (signature)

Subscribed and sworn to before me, this 29 day of October, 20 , to certify which witness my hand and seal of office.



M Jolly
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Site Plan

☐ Application Fee

☒ Plans in Digital Format (PDF/JPEG)

Check #

invoice

Received By:

Amy Lou Bettanini

Date:

11/19/25

RECEIVED

NOV 19 2025

Initial: AB

****Application will not be considered for scheduling until reviewed by a planner.****



Survey Firm #10098100

Dunaway Location
4000 N. Big Spring Street
Suite 101
Midland, Texas 79705
432-699-4889

20 October 2025

City of Midland-
Attn: Planning Division
300 N. Loraine
Midland, Texas 79702

To whom it may concern:

I/We Black Family Partnership LTD authorize Dunaway Associates, L.L.C.
to act as our agent for the platting/zoning purposes regarding our project

Soloman Estates Section 3 / (Alysheba Enclave). As Client we consent to Dunaway Associates, L.L.C
signing all applications and/or needed documentation, receiving all comments and/or needed information
and representing me/us at any all hearings for the duration of this project.

Sincerely,

Cynthia Davis Black
By:

Black Family Partnership LTD

10-29-2025
Date:

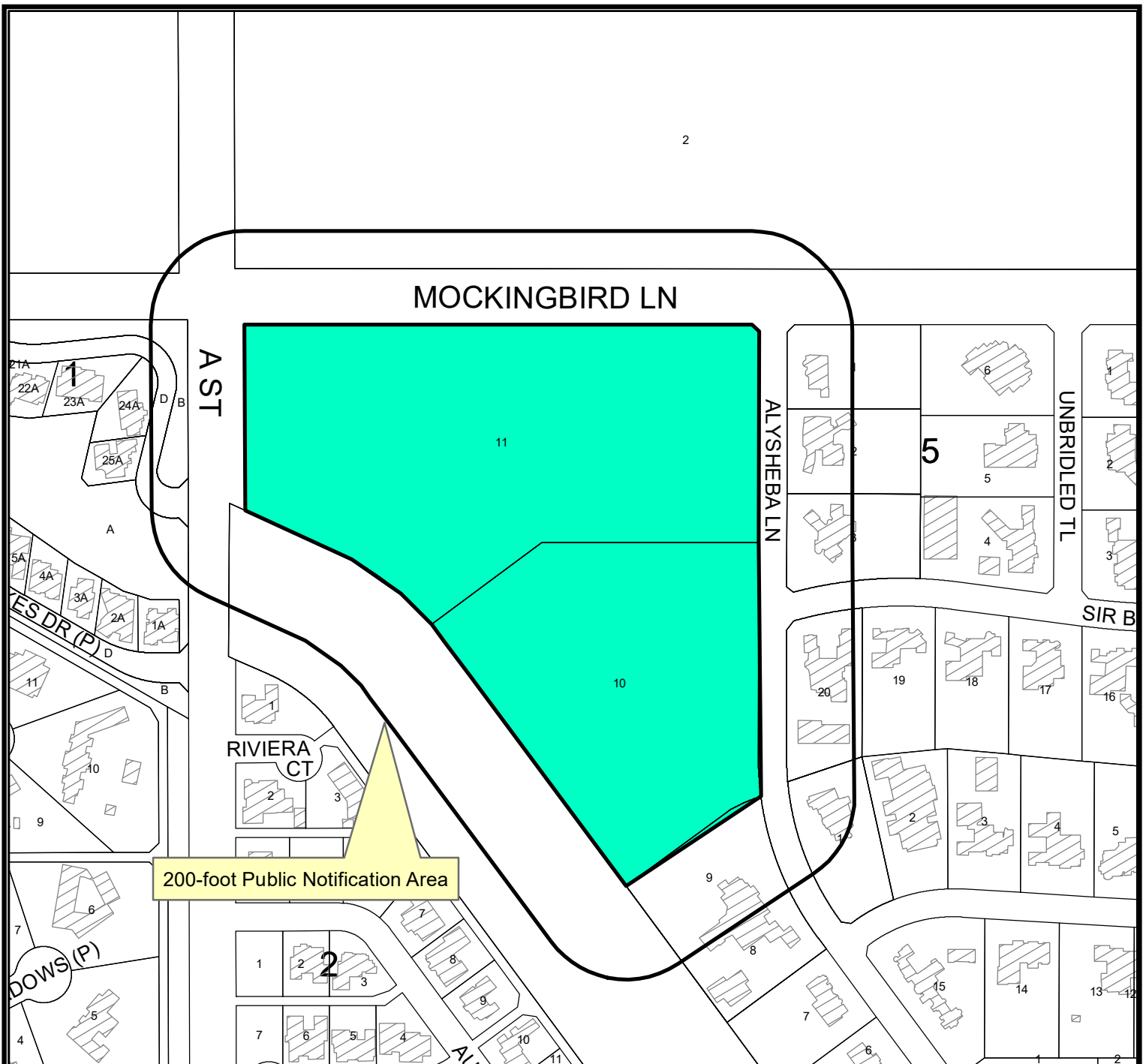
STATE OF TEXAS §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of October, A.D., 2025.

M Jolly
Notary Public in and for the State of Texas
My Commission Expires: 5/28/25





Location Map

Z-25-0457

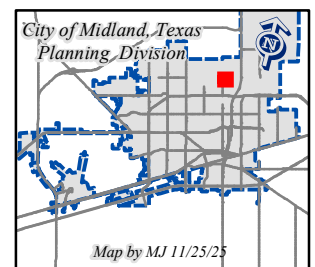
Scale: 1" = 2,000'

Consider a request by Dunaway Associates, on behalf of Black Family Partnerships, for a zone change from AE, Agricultural Estate District to PD, Planned Development District for Housing Development on Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)

LEGEND

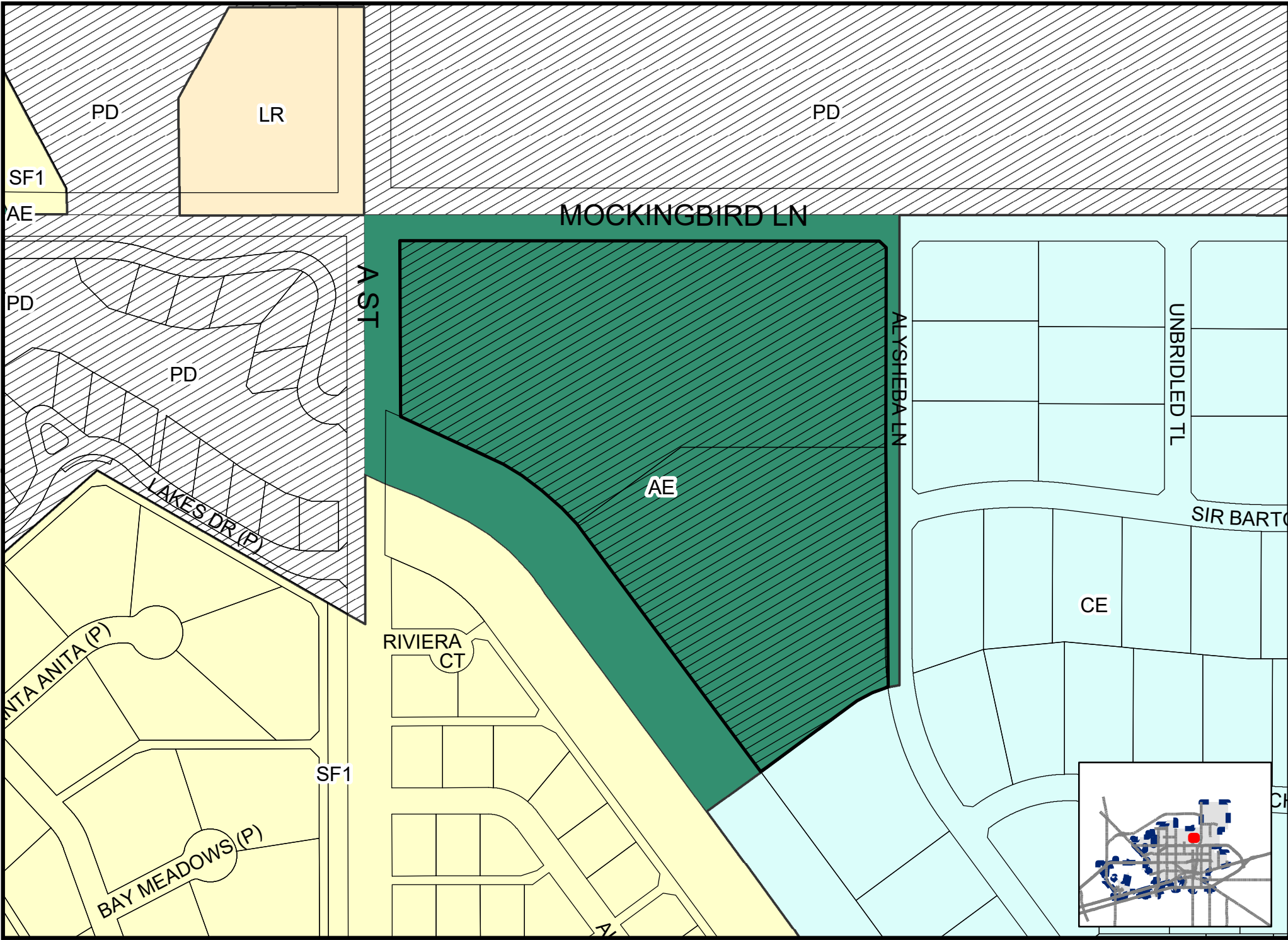
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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

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



MOCKINGBIRD LN

AST

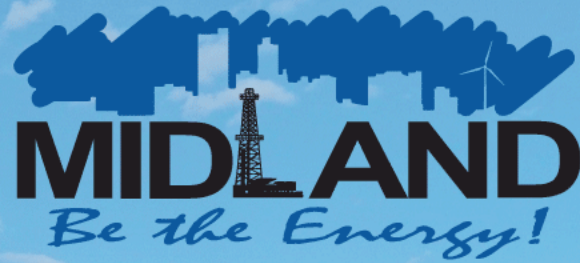
ALYSHEBA LN

2

5

RIVIERA
CT





ITEM
ZONE CHANGE
ALYSHEBA LANE

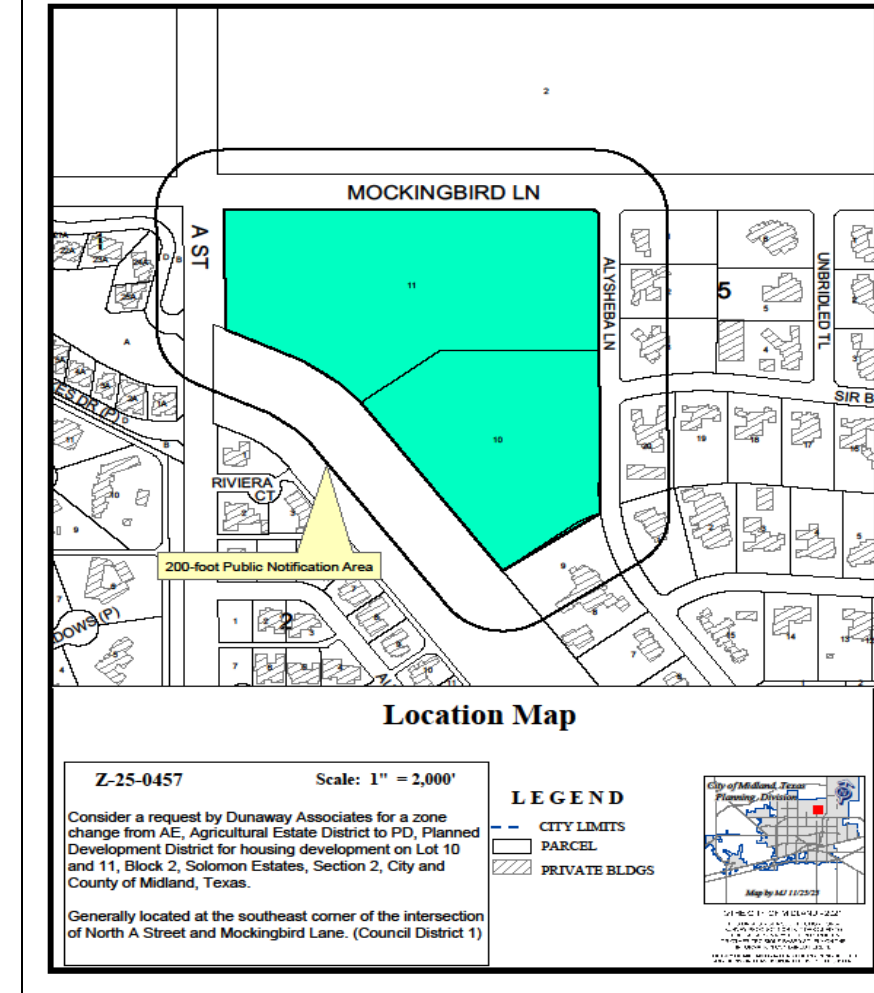


Visit Our Website

MIDLANDTEXAS.GOV

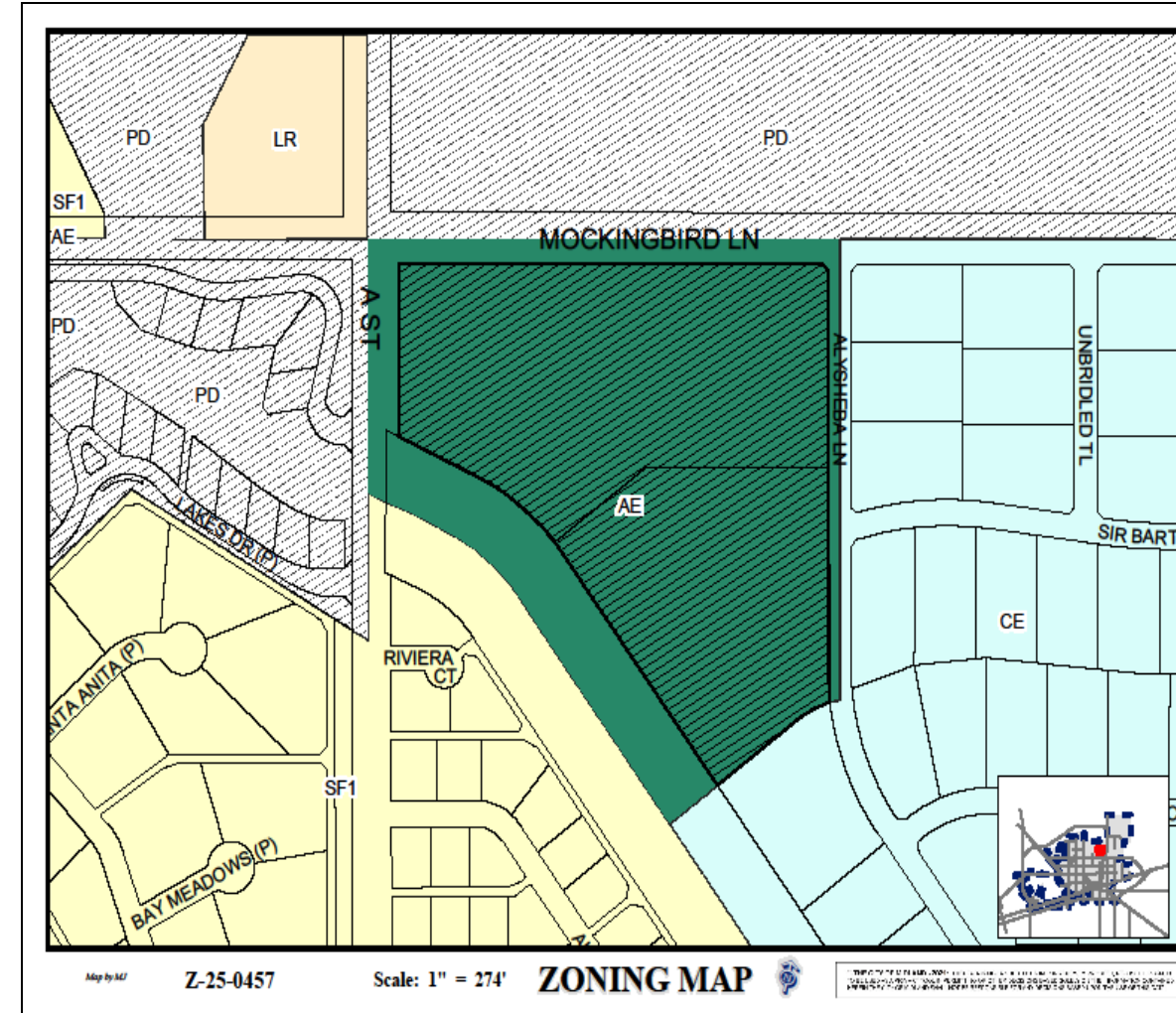
APPLICATION SUMMARY

- **Applicant/Property Owner:** Black Family Partnerships
- **Representative:** Melanie Martinez, with Dunaway Associates
- **Location:** 5407 and 5315 Alysheba Lane (Council District 1)
- **Reason for Request:** To create a private residential subdivision



ZONING

- **Current Zoning:** AE, Agricultural Estate District
- **Surrounding Zoning:**
 - **North:** PD, Planned Development District, for a Recreation Center
 - **West:** PD, Planned Development District, for a Housing Development
 - **South:** SF1, Single-Family Dwelling District
 - **East:** CE, Country Estate District
- **Proposed Zoning:** PD, Planned Development District, for a Housing Development



LAND USE

- **Current Use:** Single-family dwelling
- **Surrounding Uses:**
 - **North:** Private recreation club
 - **South/East/West:** Single-family dwellings
- **Proposed Use:** Single-family dwellings

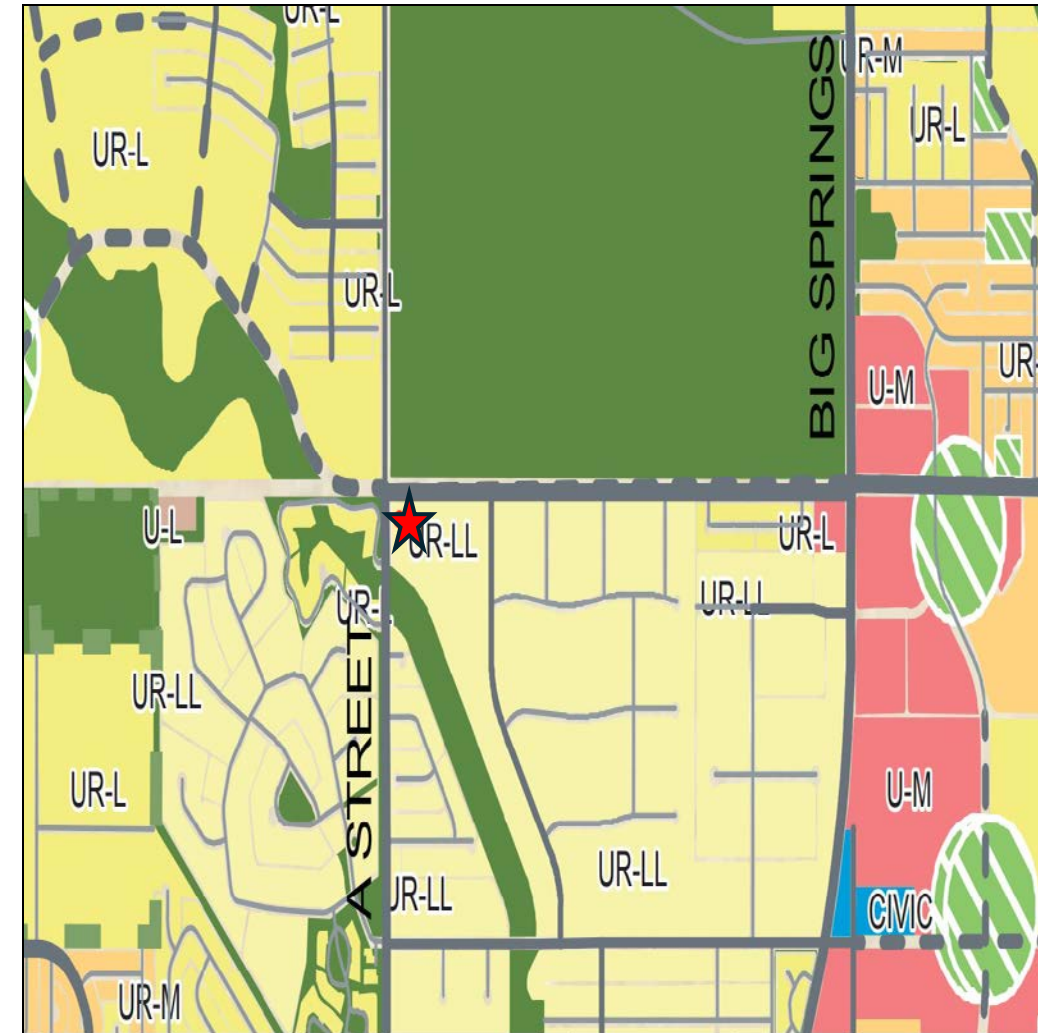




On Alysheba Lane, Looking West.

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential-Large Lot, (UR-LL)
- **Supported Uses:** Supports neighborhoods with larger lots, emphasizing single-family homes.
- The request is partially compatible with the *Tall City Tomorrow Comprehensive Plan*.



RELATED ITEMS

- The Preliminary Plat for this property was approved at the December 15, 2025, Planning and Zoning Commission meeting.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on February 2, 2026.
- Should this request be approved, staff recommends the following condition:
 - A. That the Property shall significantly conform to the site plan attached hereto as Exhibit A; provided, however, that buildings not shown on the site plan may be located on the Property, except within the areas identified as “LANDSCAPE AREA”, if such buildings satisfy the requirements of Title XI, Chapter 1 of the City Code and all other applicable ordinances.



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: February 10, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.414-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 10, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:

Dunaway is requesting to vacate a 0.414-acre portion of Industrial Loop West for a City roadway project.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

The approximated area that will be vacated is 18,035 square feet (0.414-acres). The 0.414-acres is currently an unused portion of right-of-way referred to as Industrial Loop West. Vacating this right-of-way will not affect the public welfare in any manner.

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No Oil & Gas issues

Building Code: (Approved)

No Objections

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed

GIS: (Approved)

No comments

AT&T: (Approved)

AT&T has no records of any facilities in the area being questioned.

Atmos: (Approved)

Atmos Energy has no objection to the above-referenced changes to the right-of-way located East of Midkiff along Industrial Loop West in Midland. We currently have no active lines or facilities located within the right of way proposed to be vacated.

Astound: (Approved)

I do not see any fiber on the east side of S Midkiff per Astound maps; we are good to vacate.

Oncor: (Approved)

Oncor Electric Delivery Company, LLC, has no objection to the abandonment of a described right-of-way at the aforementioned property as Oncor currently has no electric utilities in said location.

Optimum: (Approved)

Optimum, doesn't have any plant in that area

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 0.414-acre portion of Industrial Loop West subject to the following conditions.

Conditions:

A. A 1.078-acre tract of land has been dedicated to the City as right-of-way, said tract being described in Exhibit B, which is attached hereto and made a part hereof for all legal purposes; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

Letters of Objection:

As of January 30, 2026, staff has not received any letters of objection to this request.

Attachments:

- A. ORDINANCE W/EXH - V-25-0071, Industrial Loop West, Lot 4, Blk 10, Midkiff Industrial Center, Sec 10 w Exh
- B. V-25-0071, Combined Documents
- C. CC - - Industrial Loop West (South) Vacation

Britton Murry, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/30/2026
Approved - 1/30/2026
Approved - 1/30/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/3/2026

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.414-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOT 4, BLOCK 10, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that 0.414-acre portion of Industrial Loop West right-of-way located adjacent to Lot 4, Block 10, Midkiff Industrial Center, Section 10, City and County of Midland, Texas, as described in Exhibit A attached hereto and made a part hereof for all legal purposes (the “Property”), is no longer needed for public use; and

WHEREAS, the Property is land described by Section 272.001(b) of the Texas Local Government Code; and

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that the notice and bidding requirements of Section 272.001(a) that generally apply to a political subdivision’s conveyance, sale, or exchange of land or real property interests owned by the political subdivision do not apply to:

- A. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
- B. streets or alleys, owned in fee or used by easement;
- C. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;
- D. land that the political subdivision wants to have developed by contract with an independent foundation;
- E. a real property interest conveyed to a governmental entity that has the power of eminent domain;

- F. a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or
- G. a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999; and

WHEREAS, the land and those interests described by Section 272.001(b) of the Texas Local Government Code may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, an application for vacating the Property has been received by the City from one or more abutting fee simple property owner(s); and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes; provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

- A. a 1.078-acre tract of land has been dedicated to the City as right-of-way, said tract being described in Exhibit B, which is attached hereto and made a part hereof for all legal purposes; and
- B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's acceptance of the dedication described in Section Two hereof, 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'

ENDEAVOR ENERGY RESOURCES, LP
DOC NO. 2021-38657
D.R.M.C.T.

PROPOSED 80' WIDE
RIGHT-OF-WAY (SEPARATE
INSTRUMENT)

MIDLAND COUNTY VACATION
0.236 ACRES
(SEPARATE INSTRUMENT)

S14°29'40"E
253.29'
N75°32'27"E
40.19'

CITY LIMIT LINE

Δ=28°04'09"
R=253.28' L=124.08'
CH=S0° 20' 25"E 122.85'

Δ=28°04'09"
R=193.30' L=94.70'
CH=S0° 20' 25"E 93.75'

S75°37'30"W
60.00'

ENDEAVOR ENERGY RESOURCES, LP
DOC NO. 2021-38657
D.R.M.C.T.

THOMAS MOORE
DOC NO. 2017-23058
D.R.M.C.T.

TOMMY H. MOORE
DOC NO. 2017-18450
D.R.M.C.T.

SECTION 4, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY

INTERSTATE 20
(VARIABLE WIDTH RIGHT-OF-WAY)

CITY OF MIDLAND VACATION
0.414 ACRES
18,035 SQUARE FEET

Δ=28°04'09"
R=193.28' L=94.69'
CH=N0° 20' 25"W 93.74'

Δ=28°04'09"
R=253.30' L=124.09'
CH=N0° 20' 25"W 122.85'

S75°37'30"W
698.55'

ENDEAVOR ENERGY RESOURCES, LP
DOC NO. 2021-38657
D.R.M.C.T.

BLOCK 9
MIDKIFF INDUSTRIAL CENTER
SECTION 10
CABINET C, PAGE 39

N75°37'30"E
19.28'

OTTIS ROAD
(80' WIDTH RIGHT-OF-WAY)
922.76'

POINT OF
BEGINNING
NAD83 GRID
N: 10,684,098.06
E: 1,747,115.89

ENDEAVOR ENERGY
RESOURCES, LP
DOC NO. 2021-38657
D.R.M.C.T.

BLOCK 10
MIDKIFF INDUSTRIAL CENTER
SECTION 10
CABINET C, PAGE 39

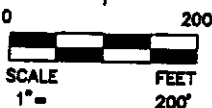
FOUND 1/2"
IRON ROD WITH
CAP STAMPED
"SCHUMANN"

FOUND 1/2"
IRON ROD WITH
CAP STAMPED
"SCHUMANN"

FOUND 1/2"
IRON ROD

FOUND 1/2"
IRON ROD

MIDKIFF ROAD
(120' WIDTH RIGHT-OF-WAY)



NOTES:

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A Grid factor of 0.999899 was used for this project.

B007924.003

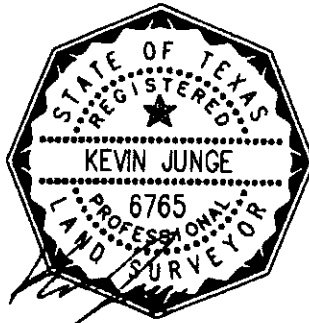
PAGE 1 OF 3

A metes and bounds description of even date accompanies this plat.

MARCH 16, 2022

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'A'

BEING a 0.414 acre (18,035 square foot) parcel of land situated within Section 4, Block 39, Township 2 South, of the T&P RR Co Survey, Midland County, Texas, and being a portion of Industrial Loop West, a 60 foot width right-of-way, dedicated to the use of the public per Midkiff Industrial Center, Section 10, an addition to the City of Midland according to the plat recorded in Cabinet C, Page 39 of the Plat Records of Midland County, Texas, said 0.414 acre parcel being more particularly described as follows:

BEGINNING at the intersection of the west right-of-way line of said Industrial Loop West and the south right-of-way line of Ottis Road (60 foot width right-of-way), being the northeast corner of Block 10, said Midkiff Industrial Center, Section 10, from which a found 1/2-inch iron rod for the northwest corner of said Block 10 at the intersection of the south right-of-way line of said Ottis Road and the east right-of-way line of Midkiff Road (120 foot width right-of-way) bears South 75 degrees 37 minutes 30 seconds West, a distance of 922.76 feet, said beginning point also being locatable by NAD 83 Grid coordinates as follows: N: 10,684,098.06, E: 1,747,115.89;

THENCE North 75 degrees 37 minutes 30 seconds East, a distance of 19.28 feet to a point on the city limit line of the City of Midland;

THENCE South 14 degrees 29 minutes 40 seconds East, along said city limit line, a distance of 253.29 feet;

THENCE North 75 degrees 32 minutes 27 seconds East, continuing along said city limit line, a distance of 40.19 feet to a point on the east right-of-way line of said Industrial Loop West for the point of curvature of a circular curve to the right, having a radius of 253.28 feet and whose chord bears South 00 degrees 20 minutes 25 seconds East, a distance of 122.85 feet;

THENCE departing said city limit line, along the east right-of-way line of said Industrial Loop West the following courses and distances:

Southerly, along said circular curve to the right, through a central angle of 28 degrees 04 minutes 09 seconds, an arc distance of 124.08 feet to the point of curvature of a circular curve to the left, having a radius of 193.30 feet and whose chord bears South 00 degrees 20 minutes 25 seconds East, a distance of 93.75 feet;

Southerly, along said circular curve to the left, through a central angle of 28 degrees 04 minutes 09 seconds, an arc distance of 94.70 feet;

THENCE South 75 degrees 37 minutes 30 seconds West, departing the east right-of-way line of said Industrial Loop West, a distance of 60.00 to a point for the southeast corner of said Block 10, on the west right-of-way line of said Industrial Loop West, from which a found 1/2-inch iron rod with cap stamped "SCHUMANN" for the most southerly southwest corner of said Block 10 bears South 75 degrees 37 minutes 30 seconds West, a distance of 698.55 feet, said point also being the point of curvature of a circular curve to the right, having a radius of 253.30 feet and whose chord bears North 00 degrees 20 minutes 25 seconds West, a distance of 122.85 feet;

...continued on next page

B007924.003

PAGE 2 OF 3

A plat of even date accompanies this
metes and bounds description.

MARCH 16, 2022

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'A'

...continued from previous page

THENCE along the west right-of-way line of said Industrial Loop West and the east line of said Block 10, the following courses and distances

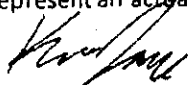
Northerly, along said circular curve to the right, through a central angle of 28 degrees 04 minutes 09 seconds, an arc distance of 124.09 feet to the point of curvature of a circular curve to the left, having a radius of 193.28 feet and whose chord bears North 00 degrees 20 minutes 25 seconds West, a distance of 93.74 feet;

Northerly, along said circular curve to the left, through a central angle of 28 degrees 04 minutes 09 seconds, an arc distance of 94.69 feet;

North 14 degrees 22 minutes 30 seconds West, a distance of 253.23 feet to the POINT OF BEGINNING, containing 0.414 acres (18,035 square feet) of land, more or less.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances and areas shown are surface values. A combined scale factor of 0.999899 was used for this project.

I, Kevin Junge, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an actual survey made on the ground under my supervision in the month of March 2022.



MARCH 16, 2022

Kevin Junge

Date

Registered Professional Land Surveyor

Texas Registration No. 6765

B007924.003

PAGE 3 OF 3

A plat of even date accompanies this metes and bounds description.



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'

ENDEAVOR ENERGY RESOURCES, LP
INSTRUMENT NO. 2021-36657
D.R.M.C.T.

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"BISON CREEK"

ENDEAVOR ENERGY RESOURCES, LP
INST NO. 2018-2369
D.R.M.C.T.

1.078 ACRES
46,951 SQUARE FEET

N14°22'30"W
100.00'

OTTIS ROAD
(60' WIDTH RIGHT-OF-WAY)

S76°47'17"W
985.46'

FOUND 1/2" IRON ROD

(120' WIDTH RIGHT-OF-WAY)
MIDKIFF ROAD

(60' WIDTH RIGHT-OF-WAY)
INDUSTRIAL LOOP

SECTION 4, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY

N14°27'44"W
28.19'

N62°11'48"E
181.61'

S62°11'48"W
181.61'

S75°37'30"W
297.34'

N75°37'30"E
297.34'

POINT OF
BEGINNING
NAD83 GRID
N: 10,684,371.87
E: 1,747,903.84

TOWBOTS, LLC
DOC NO. 2016-32933
D.R.M.C.T.

POINT OF
COMMENCING
FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

Δ=20°03'42"
R=266.02' L=93.14'
CH=N24° 10' 13"W 92.67'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

Δ=20°03'43"
R=346.02' L=121.16'
CH=N24° 10' 12"W 120.54'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"BISON CREEK"

TOWBOTS, LLC
DOC NO. 2016-32933
D.R.M.C.T.

N14°27'44"W
589.74'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

INTERSTATE 20
(VARIABLE WIDTH
RIGHT-OF-WAY)

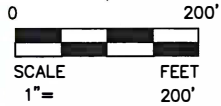
● SET 5/8" IRON ROD WITH CAP
STAMPED "DUNAWAY ASSOC. LP"

Curve Table

Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	013°12'24"	470.00	108.34	S68°48'01"W 108.10'
C2	013°25'42"	530.05	124.23	S68°54'39"W 123.94'
C3	013°25'42"	470.05	110.17	N68°54'39"E 109.91'
C4	013°12'24"	530.00	122.17	N68°48'01"E 121.89'

Line Table

Line Number	Bearing	Distance
L1	S75°24'13"W	44.38'
L2	S30°37'30"W	28.28'
L3	S59°22'30"E	28.28'
L4	N75°24'13"E	44.52'
L5	S14°27'44"E	60.00'



NOTES:

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A Grid factor of 0.999899 was used for this project.

B005680.002

A metes and bounds description of even date accompanies this plat.

OCTOBER 14, 2020

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'



BEING a 1.078 acre (46,951 square foot) parcel of land situated within Section 4, Block 39, Township 2 South, of the T&P RR Co Survey, Midland County, Texas, and being a portion of that certain tract of land described in Warranty Deed to Endeavor Energy Resources, LP, dated December 21, 2021, as recorded in Instrument Number 2021-36657, D.R.M.C.T., said 1.078 acre parcel being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod with cap stamped "SCHUMANN" for the southwest corner of a tract of land described in Warranty Deed in Lieu of Foreclosure to Towbots, LLC, a Texas Limited Liability Company, dated November 7, 2016, as recorded in Instrument Number 2016-32933, D.R.M.C.T., said corner being on the northeasterly line of said Endeavor Energy Resources, LP tract;

THENCE North 14 degrees 27 minutes 44 seconds West, along the common line between the southwest line of said Towbots tract and the northeast line of said Endeavor Energy Resources, LP tract, a distance of 322.76 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the POINT OF BEGINNING, said point being the intersection of said common line with the southeasterly line of this proposed 60-foot wide roadway right-of-way and being locatable by NAD 83 Grid coordinates as follows: N: 10,684,371.87, E: 1,747,903.84;

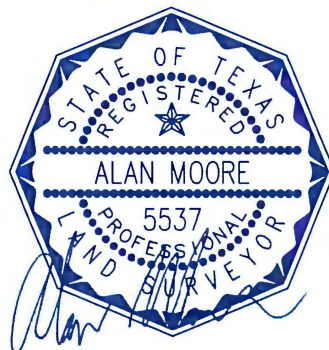
- (1) THENCE South 75 degrees 24 minutes 13 seconds West, departing said common line, crossing said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.38 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the left, having a radius of 470.00 feet and whose chord bears South 68 degrees 48 minutes 01 second West, a distance of 108.10 feet;
- (2) THENCE Southwesterly, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the left, through a central angle of 13 degrees 12 minutes 24 seconds and an arc distance of 108.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (3) THENCE South 62 degrees 11 minutes 48 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 181.61 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the right, having a radius of 530.05 feet and whose chord bears South 68 degrees 54 minutes 39 seconds West, a distance of 123.94 feet;
- (4) THENCE Southwesterly, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the right, through a central angle of 13 degrees 25 minutes 42 seconds and an arc distance of 124.23 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (5) THENCE South 75 degrees 37 minutes 30 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 297.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP";
- (6) THENCE South 30 degrees 37 minutes 30 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 28.28 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said southeasterly line of a proposed 60-foot wide roadway right-of-way with the northeasterly right-of-way line of Industrial Loop (60-foot wide);
- (7) THENCE North 14 degrees 22 minutes 30 seconds West, along said northeasterly right-of-way line, a distance of 100.00 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said northeasterly right-of-way line with the northwesterly line of a proposed 60-foot wide roadway right-of-way;
- (8) THENCE South 59 degrees 22 minutes 30 seconds East, departing said northeasterly right-of-way line and crossing said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 28.28 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP";
- (9) THENCE North 75 degrees 37 minutes 30 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 297.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the beginning of a circular curve to the left, having a radius of 470.05 feet and whose chord bears North 68 degrees 54 minutes 39 seconds East, a distance of 109.91 feet;
- (10) THENCE Northeasterly, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way and along said circular curve to the left, through a central angle of 13 degrees 25 minutes 42 seconds and an arc distance of 110.17 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;

B005680.002

A plat of even date accompanies this
metes and bounds description.

OCTOBER 14, 2020

 **DUNAWAY**
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'

- (11) THENCE North 62 degrees 11 minutes 48 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 181.61 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the right, having a radius of 530.00 feet and whose chord bears North 68 degrees 48 minutes 01 second East, a distance of 121.89 feet;
- (12) THENCE Northeasterly, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the right, through a central angle of 13 degrees 12 minutes 24 seconds and an arc distance of 122.17 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (13) THENCE North 75 degrees 24 minutes 13 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.52 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said northwesterly line of a proposed 60-foot wide roadway right-of-way with the common line between the southwest line of said Towbots tract and the northeast line of said Endeavor Energy Resources, LP tract, same being the southwest corner of a tract of land described in Warranty Deed to Endeavor Energy Resources, LP, a Texas limited partnership, dated January 25, 2018, as recorded in Instrument Number 2018-2369, D.R.M.C.T., from which a found 1/2-inch iron rod with cap stamped "BISON CREEK" for the northwest corner of said Towbots tract, bears North 14 degrees 27 minutes 44 seconds West, a distance of 28.19 feet;
- (14) THENCE South 14 degrees 27 minutes 44 seconds East, departing said northwesterly line of a proposed 60-foot wide roadway right-of-way and along said common line, a distance of 60.00 feet to the POINT OF BEGINNING, containing 1.078 acre (46,951 square feet) of land, more or less.

This description is accompanied by a survey plat of even date.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances and coordinates shown are surface values. A combined scale factor of 0.999899 was used for this project.

I, Alan Moore, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an actual survey made on the ground under my supervision in the month of August 2020.

 October 14, 2020
 Alan Moore Date
 Registered Professional Land Surveyor
 Texas Registration No. 5537

Dunaway Associates, L.P.
 TBPLS Firm Registration No. 10098100
 550 Bailey Avenue, Suite 400
 Fort Worth, Texas 76107
 335-1121

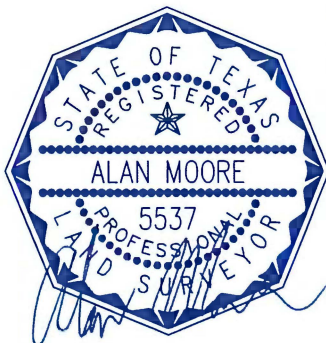
REVISIONS		
No.	Date	Description
△	04/18/2023	Updated owner information.

B005680.002

A plat of even date accompanies this metes and bounds description.

OCTOBER 14, 2020

 **DUNAWAY**
 550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
 Tel: 817.335.1121
 FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL
 ENDEAVOR ENERGY RESOURCES
 1.078 ACRES
 CITY OF MIDLAND
 MIDLAND COUNTY, TEXAS



Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)Printed Name: City of Midland Attn: Engineering Services (Owner)
Dunaway Associates, Inc. (Agent)

Phone (432) 699-4889

Email jortiz@midlandtexas.gov
jholloman@dunaway.com
mmartinez@dunaway.comAddress 300 N Loraine (Owner)
4000 N Big Spring St. Ste. 101 (Agent)City Midland
MidlandState TX TX Zip 79702
79705

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
☐ Public Utility Easement
☐ Land
☐ Street

Description of Address: 0.414 Acres Being unused portion of Right-of-Way referred to as "Industrial Loop West" located off the south edge of the intersection of Otis Road and Industrial Loop West.

Reason for Request: The Vacation of this Right-Of-Way will facilitate the land swap and land dedication request of a private land owner to expand Harris Road.

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: The 0.181 Acres is currently an unused portion of Right-of-Way referred to as "Industrial Loop West" vacating this Right-Of-Way will not affect the public welfare in any manner.

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 Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- | | | | |
|-------------------|---------------------------|-------------------------|------------------|
| • City of Midland | • Atmos Energy | • Sharyland Utilities | • 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 Transportation 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):

Date:

9/9/25

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 Plat

☒ Plans in Digital Format (PDF/JPEG)

☒ Application Fee

Check #

no fee permit

Received By:

Date:

SEP 09 2025

****Application will not be considered for scheduling until reviewed by a planner.****

EXHIBIT 'A'

BEING a 0.414 acre (18,035 square foot) parcel of land situated within Section 4, Block 39, Township 2 South, of the T&P RR Co Survey, Midland County, Texas, and being a portion of Industrial Loop West, a 60 foot width right-of-way, dedicated to the use of the public per Midkiff Industrial Center, Section 10, an addition to the City of Midland according to the plat recorded in Cabinet C, Page 39 of the Plat Records of Midland County, Texas, said 0.414 acre parcel being more particularly described as follows:

BEGINNING at the intersection of the west right-of-way line of said Industrial Loop West and the south right-of-way line of Ottis Road (60 foot width right-of-way), being the northeast corner of Block 10, said Midkiff Industrial Center, Section 10, from which a found 1/2-inch iron rod for the northwest corner of said Block 10 at the intersection of the south right-of-way line of said Ottis Road and the east right-of-way line of Midkiff Road (120 foot width right-of-way) bears South 75 degrees 37 minutes 30 seconds West, a distance of 922.76 feet, said beginning point also being locatable by NAD 83 Grid coordinates as follows: N: 10,684,098.06, E: 1,747,115.89;

THENCE North 75 degrees 37 minutes 30 seconds East, a distance of 19.28 feet to a point on the city limit line of the City of Midland;

THENCE South 14 degrees 29 minutes 40 seconds East, along said city limit line, a distance of 253.29 feet;

THENCE North 75 degrees 32 minutes 27 seconds East, continuing along said city limit line, a distance of 40.19 feet to a point on the east right-of-way line of said Industrial Loop West for the point of curvature of a circular curve to the right, having a radius of 253.28 feet and whose chord bears South 00 degrees 20 minutes 25 seconds East, a distance of 122.85 feet;

THENCE departing said city limit line, along the east right-of-way line of said Industrial Loop West the following courses and distances:

Southerly, along said circular curve to the right, through a central angle of 28 degrees 04 minutes 09 seconds, an arc distance of 124.08 feet to the point of curvature of a circular curve to the left, having a radius of 193.30 feet and whose chord bears South 00 degrees 20 minutes 25 seconds East, a distance of 93.75 feet;

Southerly, along said circular curve to the left, through a central angle of 28 degrees 04 minutes 09 seconds, an arc distance of 94.70 feet;

THENCE South 75 degrees 37 minutes 30 seconds West, departing the east right-of-way line of said Industrial Loop West, a distance of 60.00 to a point for the southeast corner of said Block 10, on the west right-of-way line of said Industrial Loop West, from which a found 1/2-inch iron rod with cap stamped "SCHUMANN" for the most southerly southwest corner of said Block 10 bears South 75 degrees 37 minutes 30 seconds West, a distance of 698.55 feet, said point also being the point of curvature of a circular curve to the right, having a radius of 253.30 feet and whose chord bears North 00 degrees 20 minutes 25 seconds West, a distance of 122.85 feet;

...continued on next page

B007924.003

PAGE 2 OF 3

A plat of even date accompanies this
metes and bounds description.

MARCH 16, 2022

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'A'

...continued from previous page

THENCE along the west right-of-way line of said Industrial Loop West and the east line of said Block 10, the following courses and distances

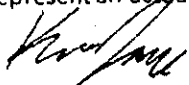
Northerly, along said circular curve to the right, through a central angle of 28 degrees 04 minutes 09 seconds, an arc distance of 124.09 feet to the point of curvature of a circular curve to the left, having a radius of 193.28 feet and whose chord bears North 00 degrees 20 minutes 25 seconds West, a distance of 93.74 feet;

Northerly, along said circular curve to the left, through a central angle of 28 degrees 04 minutes 09 seconds, an arc distance of 94.69 feet;

North 14 degrees 22 minutes 30 seconds West, a distance of 253.23 feet to the POINT OF BEGINNING, containing 0.414 acres (18,035 square feet) of land, more or less.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances and areas shown are surface values. A combined scale factor of 0.999899 was used for this project.

I, Kevin Junge, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an actual survey made on the ground under my supervision in the month of March 2022.



MARCH 16, 2022

Kevin Junge

Date

Registered Professional Land Surveyor
Texas Registration No. 6765

B007924.003

PAGE 3 OF 3

A plat of even date accompanies this
metes and bounds description.



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'A'

ENDEAVOR ENERGY RESOURCES, LP
DOC NO. 2021-38657
D.R.M.C.T.

PROPOSED 80' WIDE
RIGHT-OF-WAY (SEPARATE
INSTRUMENT)

MIDLAND COUNTY VACATION
0.236 ACRES
(SEPARATE INSTRUMENT)

S14°29'40"E
253.29'
N75°32'27"E
40.19'

CITY LIMIT LINE

Δ=28°04'09"
R=253.28' L=124.08'
CH=S0° 20' 25"E 122.85'

Δ=28°04'09"
R=193.30' L=94.70'
CH=S0° 20' 25"E 93.75'

S75°37'30"W
60.00'

ENDEAVOR ENERGY RESOURCES, LP
DOC NO. 2021-38657
D.R.M.C.T.

THOMAS MOORE
DOC NO. 2017-23058
D.R.M.C.T.

INTERSTATE 20
(VARIABLE WIDTH RIGHT-OF-WAY)

ENDEAVOR ENERGY RESOURCES, LP
DOC NO. 2021-38657
D.R.M.C.T.

BLOCK 9
MIDKIFF INDUSTRIAL CENTER
SECTION 10
CABINET C, PAGE 39

N75°37'30"E
19.28'

OTTIS ROAD
(80' WIDTH RIGHT-OF-WAY)
S75°37'30"W
922.76'

POINT OF
BEGINNING
NAD83 GRID
N: 10,684,098.06
E: 1,747,115.89

CITY OF MIDLAND VACATION
0.414 ACRES
18,035 SQUARE FEET

Δ=28°04'09"
R=193.28' L=94.69'
CH=N0° 20' 25"W 93.74'

Δ=28°04'09"
R=253.30' L=124.09'
CH=N0° 20' 25"W 122.85'

S75°37'30"W
698.55'

TOMMY H. MOORE
DOC NO. 2017-16450
D.R.M.C.T.

SECTION 4, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY

ENDEAVOR ENERGY
RESOURCES, LP
DOC NO. 2021-38657
D.R.M.C.T.

BLOCK 10
MIDKIFF INDUSTRIAL CENTER
SECTION 10
CABINET C, PAGE 39

FOUND 1/2"
IRON ROD WITH
CAP STAMPED
"SCHUMANN"

FOUND 1/2"
IRON ROD WITH
CAP STAMPED
"SCHUMANN"

FOUND 1/2"
IRON ROD WITH
CAP STAMPED
"SCHUMANN"

FOUND 1/2"
IRON ROD

MIDKIFF ROAD
(120' WIDTH RIGHT-OF-WAY)

0 200'
SCALE
1" = FEET
200'

NOTES:

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A Grid factor of 0.999899 was used for this project.

B007924.003

PAGE 1 OF 3

A metes and bounds description of even date accompanies this plat.

MARCH 16, 2022

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'

ENDEAVOR ENERGY RESOURCES, LP
INSTRUMENT NO. 2021-36657
D.R.M.C.T.

ENDEAVOR ENERGY RESOURCES, LP
INST NO. 2018-2369
D.R.M.C.T.

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"BISON CREEK"

N14°27'44"W
28.19'

NORTHWEST LINE OF
TOWBOTS, LLC TRACT

SOUTHEAST LINE OF
ENDEAVOR ENERGY
RESOURCES TRACT

1.078 ACRES
46,951 SQUARE FEET

N14°22'30"W
100.00'

OTTIS ROAD
(60' WIDTH RIGHT-OF-WAY)

S76°47'17"W
985.46'

FOUND 1/2" IRON ROD

(120' WIDTH RIGHT-OF-WAY)
MIDKIFF ROAD

(60' WIDTH RIGHT-OF-WAY)
INDUSTRIAL LOOP

SECTION 4, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY

C4
N62°11'48"E
181.61'

C1
S62°11'48"W
181.61'

L4
N14°27'44"W
322.76'

L1
POINT OF BEGINNING
NAD83 GRID
N: 10,684,371.87
E: 1,747,903.84

TOWBOTS, LLC
DOC NO. 2016-32933
D.R.M.C.T.

POINT OF COMMENCING
FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

Δ=20°03'42"
R=266.02' L=93.14'
CH=N24° 10' 13"W 92.67'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

Δ=20°03'43"
R=346.02' L=121.16'
CH=N24° 10' 12"W 120.54'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"BISON CREEK"

TOWBOTS, LLC
DOC NO. 2016-32933
D.R.M.C.T.

N14°27'44"W
589.74'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

INTERSTATE 20
(VARIABLE WIDTH
RIGHT-OF-WAY)

● SET 5/8" IRON ROD WITH CAP
STAMPED "DUNAWAY ASSOC. LP"

Curve Table

Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	013°12'24"	470.00	108.34	S68°48'01"W 108.10'
C2	013°25'42"	530.05	124.23	S68°54'39"W 123.94'
C3	013°25'42"	470.05	110.17	N68°54'39"E 109.91'
C4	013°12'24"	530.00	122.17	N68°48'01"E 121.89'

Line Table

Line Number	Bearing	Distance
L1	S75°24'13"W	44.38'
L2	S30°37'30"W	28.28'
L3	S59°22'30"E	28.28'
L4	N75°24'13"E	44.52'
L5	S14°27'44"E	60.00'



NOTES:

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A Grid factor of 0.999899 was used for this project.

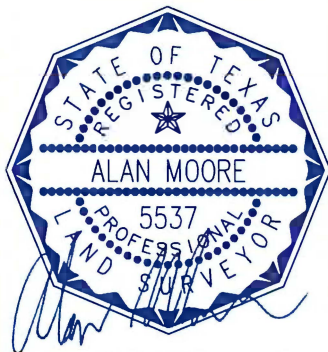
B005680.002

A metes and bounds description of even date accompanies this plat.

OCTOBER 14, 2020

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'



BEING a 1.078 acre (46,951 square foot) parcel of land situated within Section 4, Block 39, Township 2 South, of the T&P RR Co Survey, Midland County, Texas, and being a portion of that certain tract of land described in Warranty Deed to Endeavor Energy Resources, LP, dated December 21, 2021, as recorded in Instrument Number 2021-36657, D.R.M.C.T., said 1.078 acre parcel being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod with cap stamped "SCHUMANN" for the southwest corner of a tract of land described in Warranty Deed in Lieu of Foreclosure to Towbots, LLC, a Texas Limited Liability Company, dated November 7, 2016, as recorded in Instrument Number 2016-32933, D.R.M.C.T., said corner being on the northeasterly line of said Endeavor Energy Resources, LP tract;

THENCE North 14 degrees 27 minutes 44 seconds West, along the common line between the southwest line of said Towbots tract and the northeast line of said Endeavor Energy Resources, LP tract, a distance of 322.76 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the POINT OF BEGINNING, said point being the intersection of said common line with the southeasterly line of this proposed 60-foot wide roadway right-of-way and being locatable by NAD 83 Grid coordinates as follows: N: 10,684,371.87, E: 1,747,903.84;

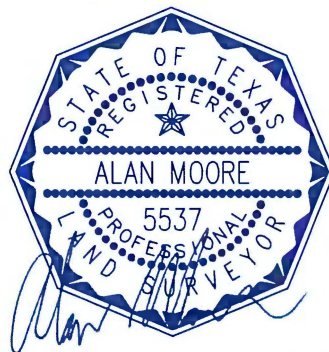
- (1) THENCE South 75 degrees 24 minutes 13 seconds West, departing said common line, crossing said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.38 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the left, having a radius of 470.00 feet and whose chord bears South 68 degrees 48 minutes 01 second West, a distance of 108.10 feet;
- (2) THENCE Southwesterly, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the left, through a central angle of 13 degrees 12 minutes 24 seconds and an arc distance of 108.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (3) THENCE South 62 degrees 11 minutes 48 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 181.61 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the right, having a radius of 530.05 feet and whose chord bears South 68 degrees 54 minutes 39 seconds West, a distance of 123.94 feet;
- (4) THENCE Southwesterly, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the right, through a central angle of 13 degrees 25 minutes 42 seconds and an arc distance of 124.23 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (5) THENCE South 75 degrees 37 minutes 30 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 297.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP";
- (6) THENCE South 30 degrees 37 minutes 30 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 28.28 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said southeasterly line of a proposed 60-foot wide roadway right-of-way with the northeasterly right-of-way line of Industrial Loop (60-foot wide);
- (7) THENCE North 14 degrees 22 minutes 30 seconds West, along said northeasterly right-of-way line, a distance of 100.00 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said northeasterly right-of-way line with the northwesterly line of a proposed 60-foot wide roadway right-of-way;
- (8) THENCE South 59 degrees 22 minutes 30 seconds East, departing said northeasterly right-of-way line and crossing said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 28.28 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP";
- (9) THENCE North 75 degrees 37 minutes 30 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 297.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the beginning of a circular curve to the left, having a radius of 470.05 feet and whose chord bears North 68 degrees 54 minutes 39 seconds East, a distance of 109.91 feet;
- (10) THENCE Northeasterly, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way and along said circular curve to the left, through a central angle of 13 degrees 25 minutes 42 seconds and an arc distance of 110.17 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;

B005680.002

A plat of even date accompanies this
metes and bounds description.

OCTOBER 14, 2020


550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'

- (11) THENCE North 62 degrees 11 minutes 48 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 181.61 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the right, having a radius of 530.00 feet and whose chord bears North 68 degrees 48 minutes 01 second East, a distance of 121.89 feet;
- (12) THENCE Northeasterly, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the right, through a central angle of 13 degrees 12 minutes 24 seconds and an arc distance of 122.17 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (13) THENCE North 75 degrees 24 minutes 13 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.52 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said northwesterly line of a proposed 60-foot wide roadway right-of-way with the common line between the southwest line of said Towbots tract and the northeast line of said Endeavor Energy Resources, LP tract, same being the southwest corner of a tract of land described in Warranty Deed to Endeavor Energy Resources, LP, a Texas limited partnership, dated January 25, 2018, as recorded in Instrument Number 2018-2369, D.R.M.C.T., from which a found 1/2-inch iron rod with cap stamped "BISON CREEK" for the northwest corner of said Towbots tract, bears North 14 degrees 27 minutes 44 seconds West, a distance of 28.19 feet;
- (14) THENCE South 14 degrees 27 minutes 44 seconds East, departing said northwesterly line of a proposed 60-foot wide roadway right-of-way and along said common line, a distance of 60.00 feet to the POINT OF BEGINNING, containing 1.078 acre (46,951 square feet) of land, more or less.

This description is accompanied by a survey plat of even date.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances and coordinates shown are surface values. A combined scale factor of 0.999899 was used for this project.

I, Alan Moore, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an actual survey made on the ground under my supervision in the month of August 2020.

 October 14, 2020
 Alan Moore Date
 Registered Professional Land Surveyor
 Texas Registration No. 5537

Dunaway Associates, L.P.
 TBPLS Firm Registration No. 10098100
 550 Bailey Avenue, Suite 400
 Fort Worth, Texas 76107
 335-1121

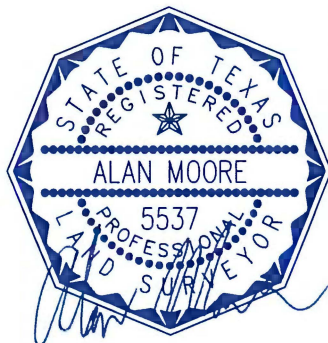
REVISIONS		
No.	Date	Description
△	04/18/2023	Updated owner information.

B005680.002

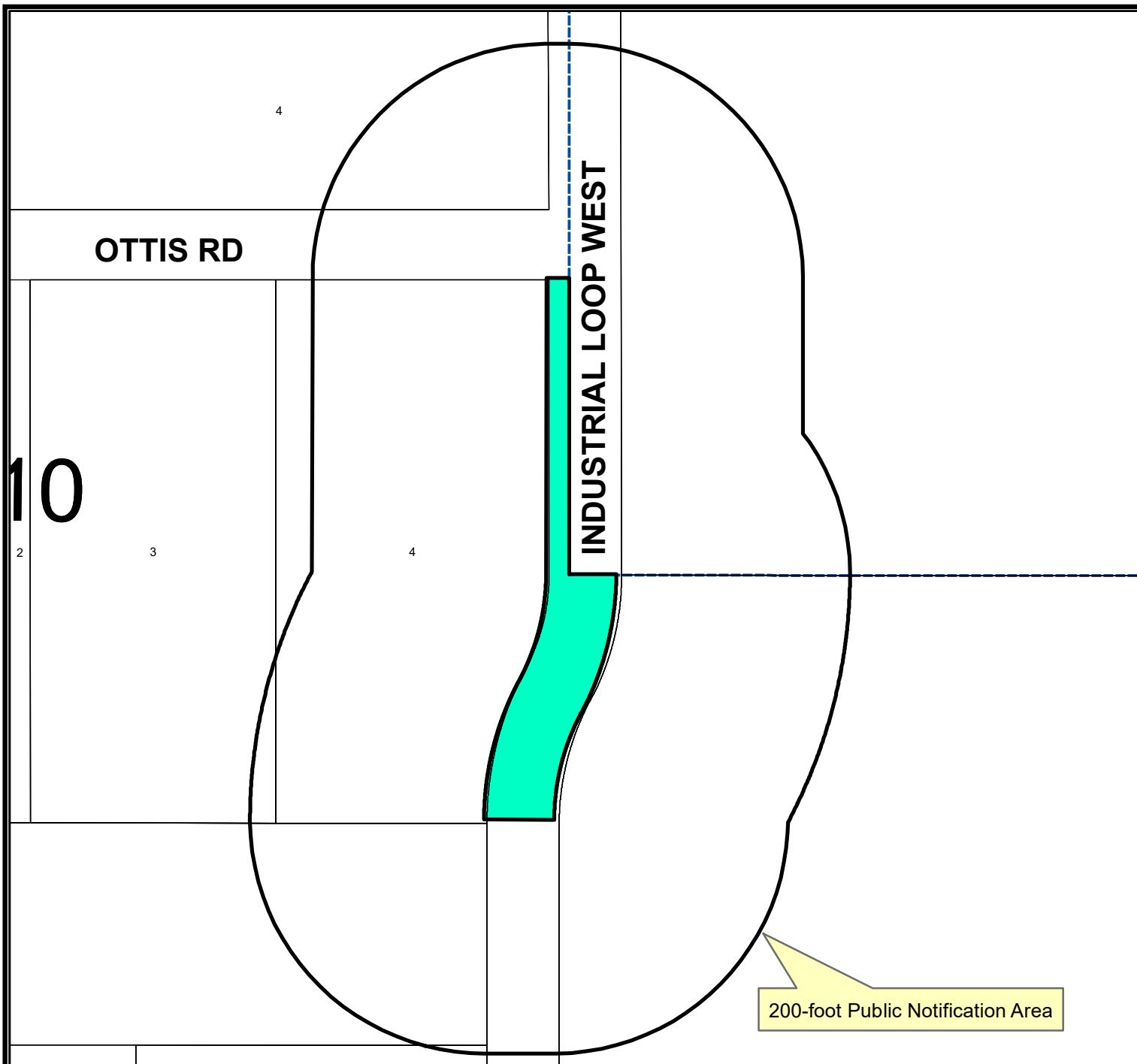
A plat of even date accompanies this metes and bounds description.

OCTOBER 14, 2020

 **DUNAWAY**
 550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
 Tel: 817.335.1121
 FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL
 ENDEAVOR ENERGY RESOURCES
 1.078 ACRES
 CITY OF MIDLAND
 MIDLAND COUNTY, TEXAS



Location Map

V-25-0071

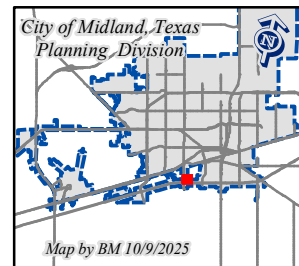
Scale: 1" = 123'

Consider a request by Dunaway Associates Inc. vacating and abandoning a 0.414-acre portion of Industrial Loop West right-of-way located adjacent to Lot 4, Block 10, Midkiff Industrial Center, Section 10, City and County of Midland, Texas.

Generally located south of the intersection of Ottis Road and Industrial Loop West. (Council District 2)

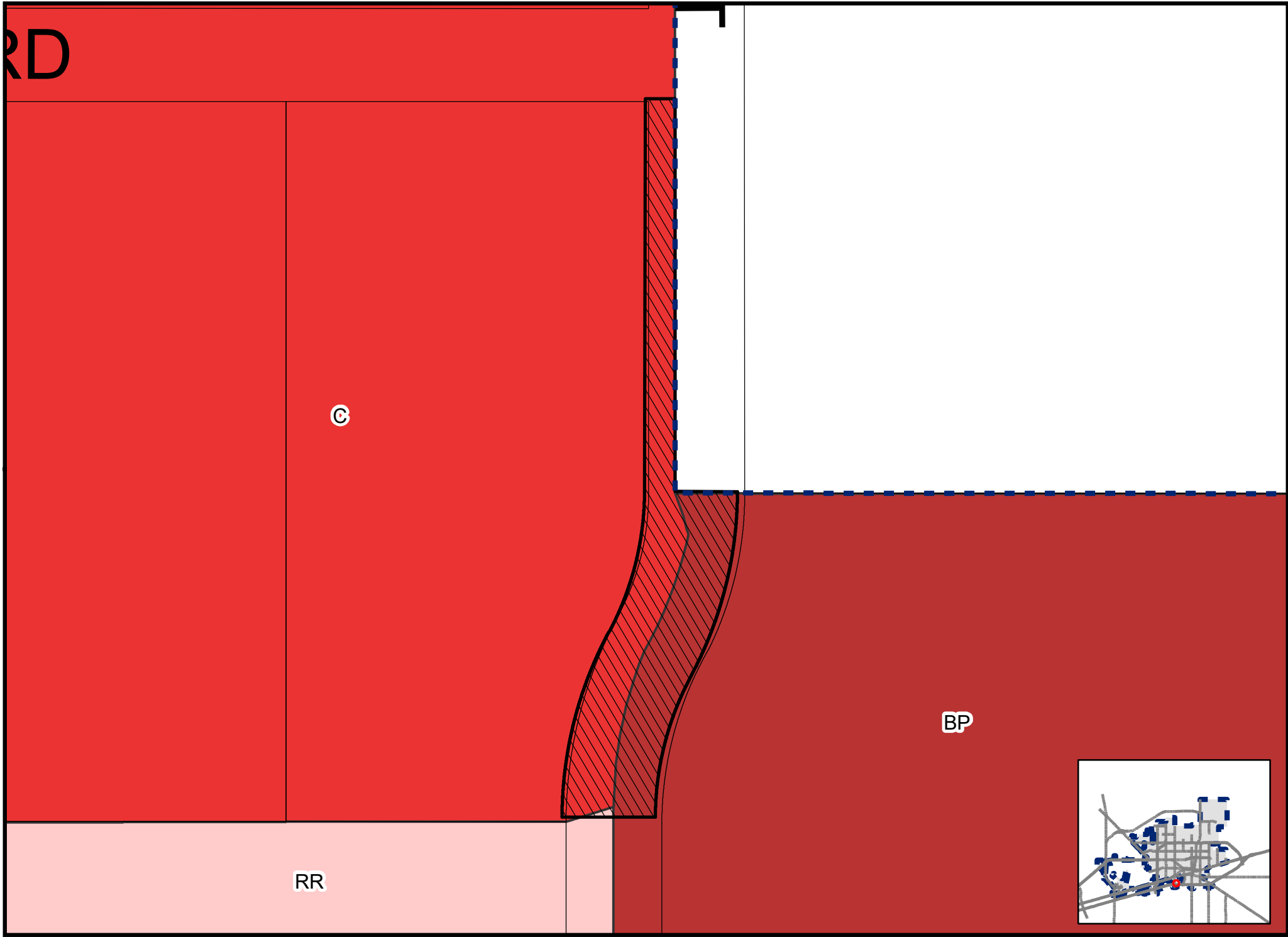
LEGEND

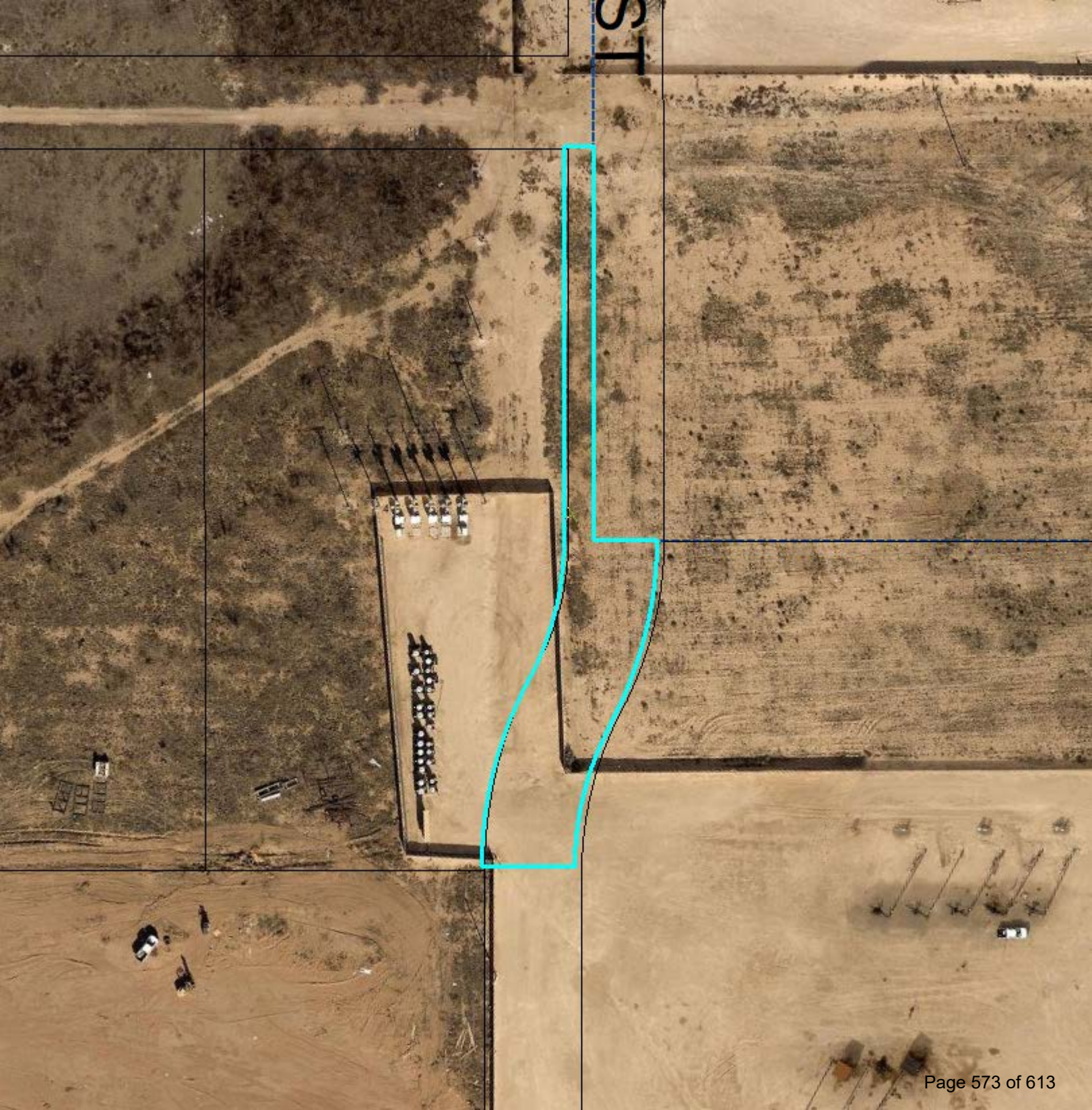
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

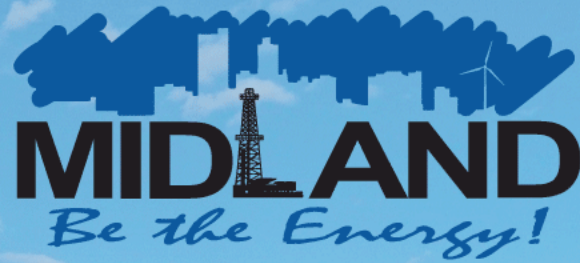
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.





ST





VACATION INDUSTRIAL LOOP WEST (SOUTH)

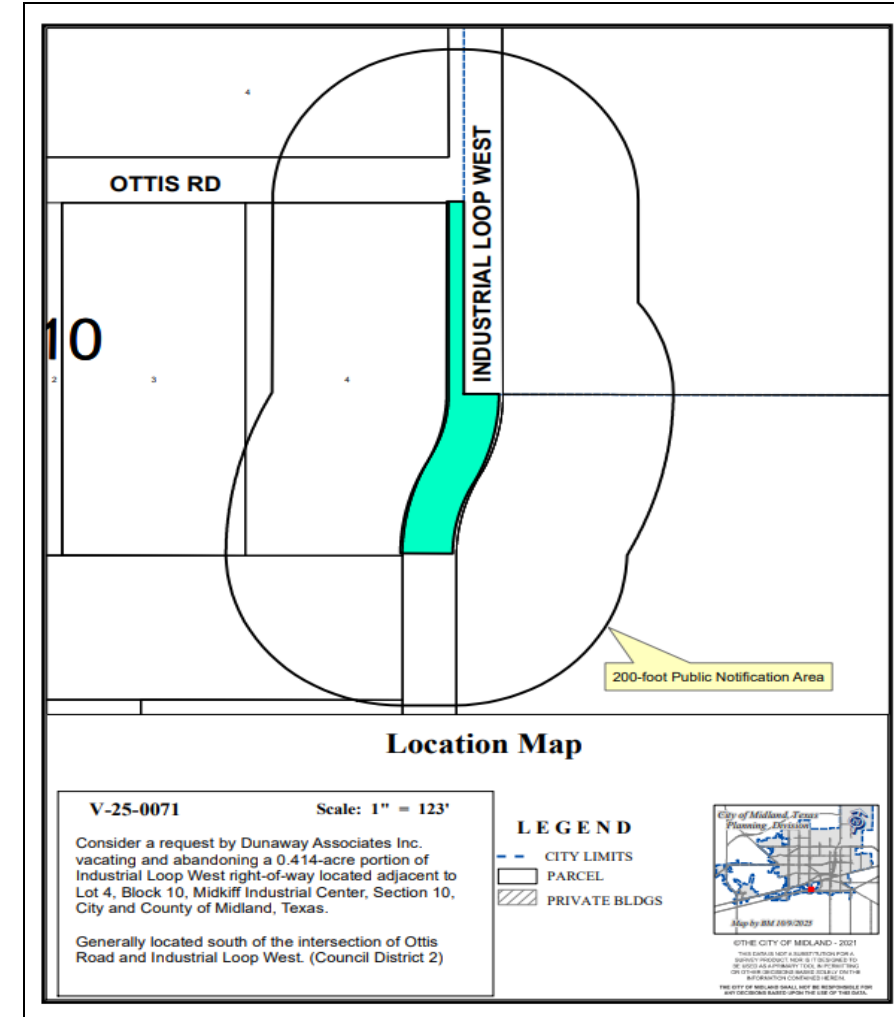


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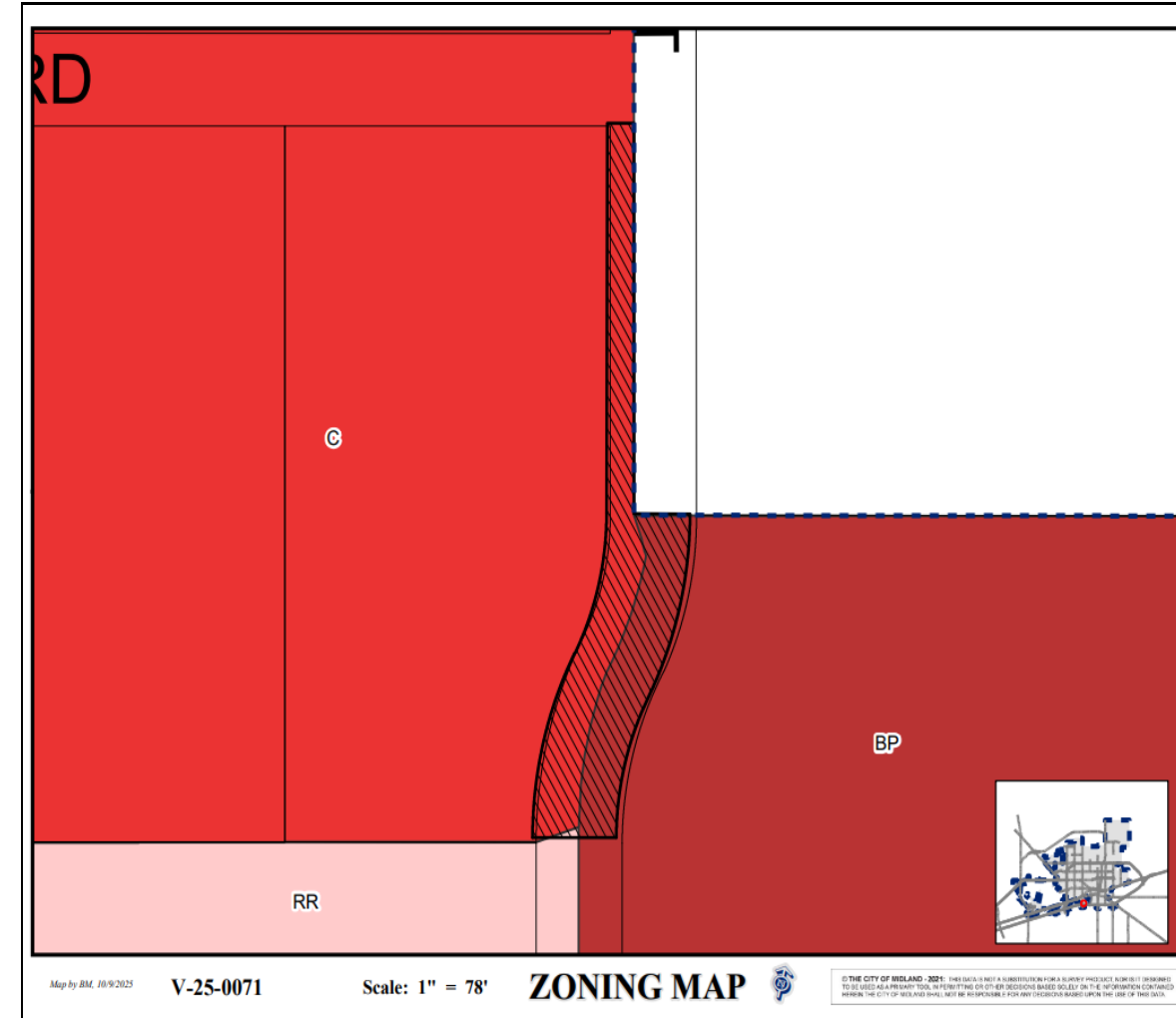
APPLICATION SUMMARY

- **Applicant/Representative:** Melanie Martinez, with Dunaway
- **Location:** Generally located south of the intersection of Ottis Road and Industrial Loop West. (Council District 2)
- **Reason for Request:** City roadway project



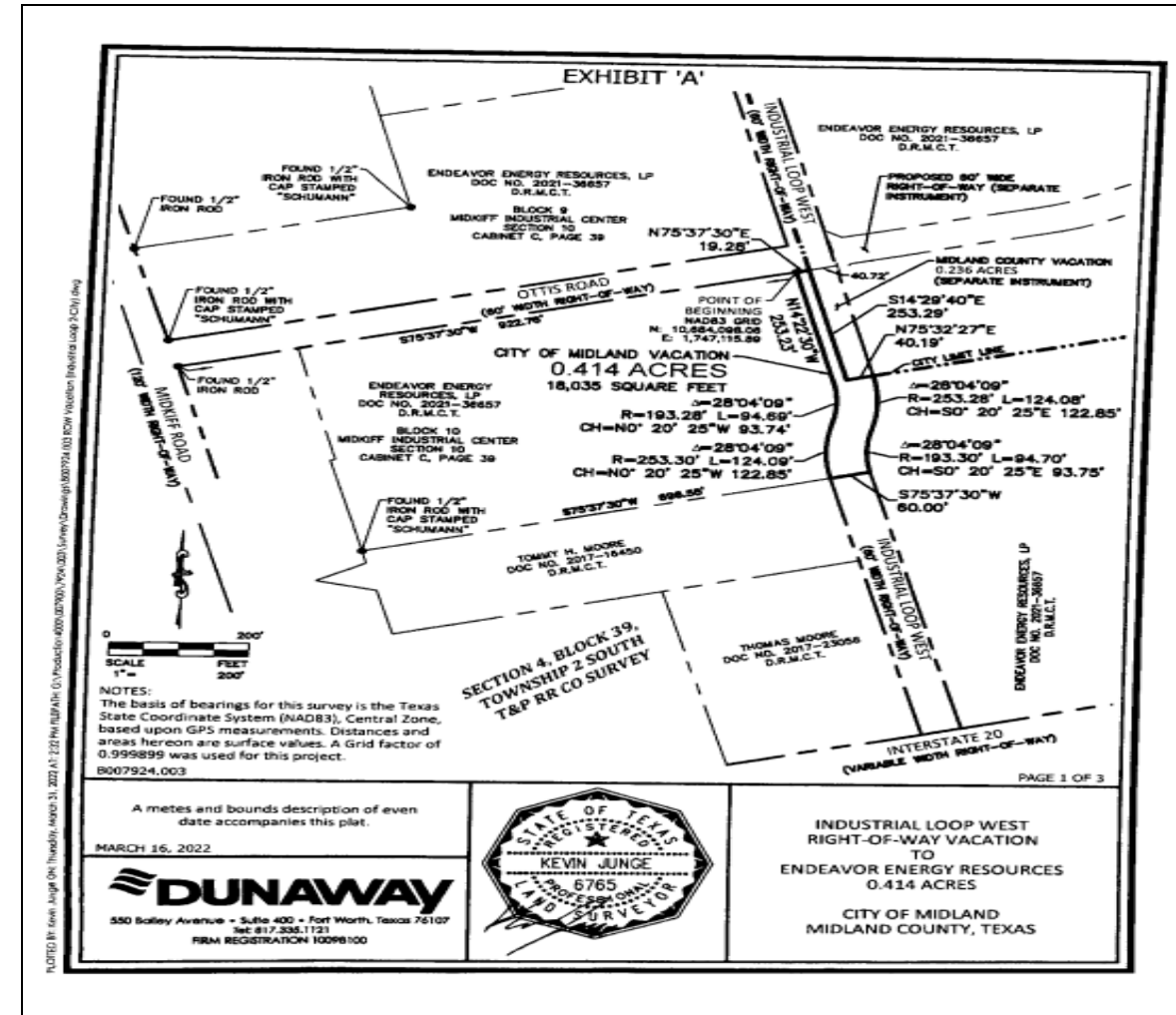
ZONING

- **Current Zoning:** C, Commercial District, in part, and BP, I-20 Business Park District, in part
- **Surrounding Zoning:**
 - **North:** C, Commercial District and ETJ
 - **West:** C, Commercial District
 - **East:** BP, I-20 Business Park District
 - **South:** RR, Regional Retail District and BP, I-20 Business Park District



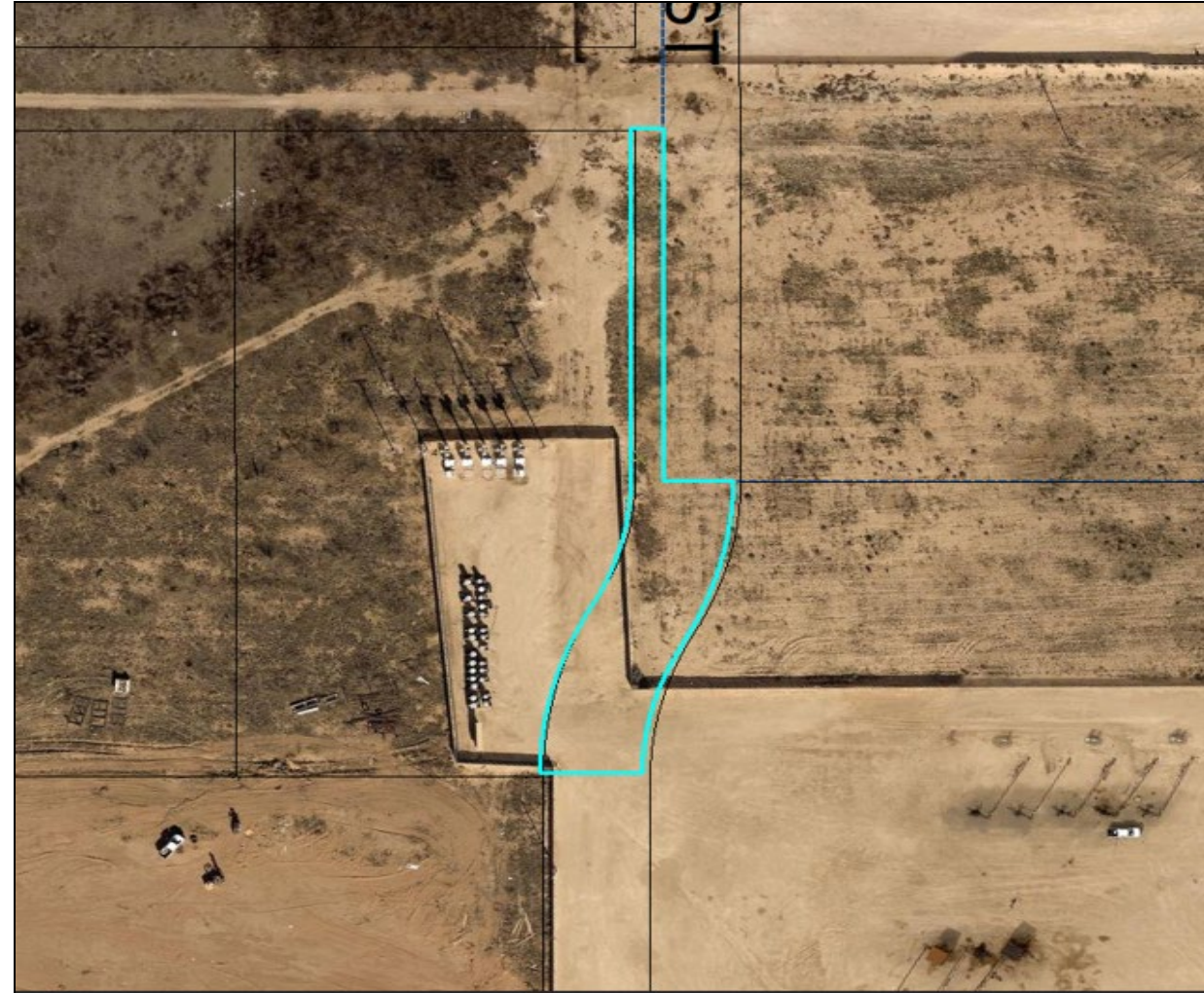
DETAILS OF REQUEST

- City of Midland
- This portion includes 0.414-acres of right-of-way



LAND USE

- **Current Use:** Undeveloped Right-of-Way
- **Surrounding Uses:**
 - **North/South/East/West:** Vacant Land





On Industrial Loop West, Looking South

STAFF'S RECOMMENDATION

- Staff recommends approval of this request with the following conditions:
 - A. a 1.078-acre tract of land has been dedicated to the City as right-of-way, said tract being described in Exhibit B, which is attached hereto and made a part hereof for all legal purposes; and
 - B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.



MISSION

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





City Council Meeting

Item Number: 21.
Meeting Date: February 10, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.181-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 9, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:

Dunaway is requesting to vacate a 0.181-acre portion of Industrial Loop West for a City roadway project.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

The approximated area that will be vacated is 7,861 square feet (0.181-acres). The 0.181-acres is currently an unused portion of right-of-way referred to as Industrial Loop West. Vacating this right-of-way will not affect the public welfare in any manner.

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise

utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No Oil & Gas issues

Building Code: (Approved)

No objections

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed

GIS: (Approved)

No comments

AT&T: (Approved)

AT&T has no records of any facilities in the area being questioned

Atmos: (Approved)

Atmos Energy has no objection to the above-referenced changes to the right-of-way located East of Midkiff and North of Ottis Rd. along Industrial Loop West in Midland. We currently have no active lines or facilities located within the right of way proposed to be vacated.

Astound: (Approved)

I do not see any fiber on the east side of S Midkiff per Astound maps; we are good to vacate.

Oncor: (Approved)

Oncor Electric Delivery Company, LLC, has no objection to the abandonment of a described right-of-way at the aforementioned property as Oncor currently has no electric utilities in said location.

Optimum: (Approved)

Optimum doesn't have any plant in that area

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 0.181-acre portion of Industrial Loop West subject to the following conditions.

Conditions:

A. A 1.078-acre tract of land has been dedicated to the City as right-of-way, said tract being described in Exhibit B, which is attached hereto and made a part hereof for all legal purposes; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

Letters of Objection:

As of January 30, 2026, staff has not received any letters of objection to this request.

Attachments:

- A. ORDINANCE W/EXH - V-25-0072, Industrial Loop West, Lots 4 & 5, Blk 9, Midkiff Industrial Center, Sec 10 w Exh
- B. V-25-0072, Combined Documents
- C. CC - - Industrial Loop West (North) Vacation

Britton Murry, Development Services
Landon Ochoa, Development Services
Elizabeth Triggs, Development Services
Linda Ochoa, Legal
Jose Ortiz, City Manager
Morris Williams, City Manager
Kathy Rauda, City Secretary

Created/Initiated - 1/30/2026
Approved - 1/30/2026
Approved - 1/30/2026
Approved - 2/2/2026
Approved - 2/2/2026
Approved - 2/2/2026
Final Approval - 2/3/2026

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.181-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 9, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that 0.181-acre portion of Industrial Loop West right-of-way located adjacent to Lots 4 and 5, Block 9, Midkiff Industrial Center, Section 10, City and County of Midland, Texas, as described in Exhibit A attached hereto and made a part hereof for all legal purposes (the “Property”), is no longer needed for public use; and

WHEREAS, the Property is land described by Section 272.001(b) of the Texas Local Government Code; and

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that the notice and bidding requirements of Section 272.001(a) that generally apply to a political subdivision’s conveyance, sale, or exchange of land or real property interests owned by the political subdivision do not apply to:

- A. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;
- B. streets or alleys, owned in fee or used by easement;
- C. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;
- D. land that the political subdivision wants to have developed by contract with an independent foundation;
- E. a real property interest conveyed to a governmental entity that has the power of eminent domain;

- F. a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or
- G. a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999; and

WHEREAS, the land and those interests described by Section 272.001(b) of the Texas Local Government Code may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, an application for vacating the Property has been received by the City from one or more abutting fee simple property owner(s); and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes; provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

- A. a 1.078-acre tract of land has been dedicated to the City as right-of-way, said tract being described in Exhibit B, which is attached hereto and made a part hereof for all legal purposes; and
- B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's acceptance of the dedication described in Section Two hereof, 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:

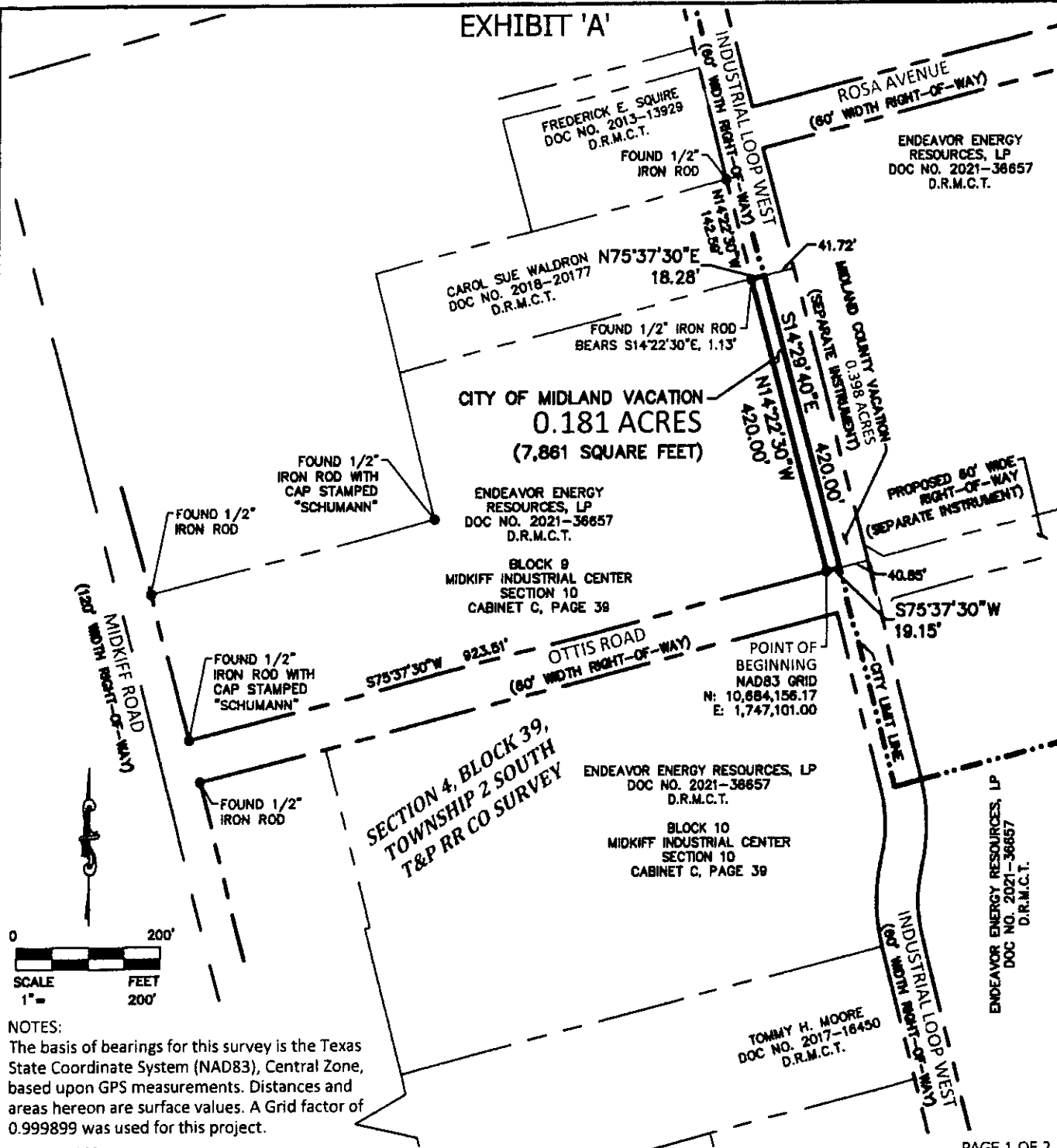
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, City Attorney

PLOTTED BY: Kevin Junge On: Thursday, March 31, 2022 At: 1:18 PM FILE PATH: G:\Production\4000\007900\7924\003\Survey\Drawings\B007924 003 ROW Vacation (Industrial Loop 1-City).dwg

EXHIBIT 'A'



NOTES:

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A Grid factor of 0.999899 was used for this project.

B007924.003

PAGE 1 OF 2

A metes and bounds description of even date accompanies this plat.

MARCH 16, 2022

DUNAWAY

550 Bailey Avenue - Suite 400 - Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.181 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'A'

BEING a 0.181 acre (7,861 square foot) parcel of land situated within Section 4, Block 39, Township 2 South, of the T&P RR Co Survey, Midland County, Texas, and being a portion of Industrial Loop West, a 60 foot width right-of-way, dedicated to the use of the public per Midkiff Industrial Center, Section 10, an addition to the City of Midland according to the plat recorded in Cabinet C, Page 39 of the Plat Records of Midland County, Texas, said 0.181 acre parcel being more particularly described as follows:

BEGINNING at the intersection of the west right-of-way line of said Industrial Loop West and the north right-of-way line of Ottis Road (60 foot width right-of-way), being the southeast corner of Block 9, said Midkiff Industrial Center, Section 10, from which a found 1/2-inch iron rod with cap stamped "SCHUMANN" for the southwest corner of said Block 9 at the intersection of the north right-of-way line of said Ottis Road and the east right-of-way line of Midkiff Road (120 foot width right-of-way) bears South 75 degrees 37 minutes 30 seconds West, a distance of 923.51 feet, said beginning point also being locatable by NAD 83 Grid coordinates as follows: N: 10,684,156.17, E: 1,747,101.00;

THENCE North 14 degrees 22 minutes 30 seconds West, along the west right-of-way line of said Industrial Loop West and the east line of said Block 9, passing at a distance of 418.87 feet a found 1/2-inch iron rod, continuing in all a distance of 420.00 feet to a point for the southeast corner of a tract of land described in deed to Carol Sue Waldron recorded in Document Number 2018-20177, Deed Records of Midland County, Texas, from which a found 1/2-inch iron rod for the northeast corner of said Waldron tract bears North 14 degrees 22 minutes 30 seconds West, a distance of 142.59 feet;

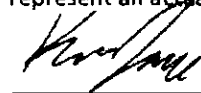
THENCE North 75 degrees 37 minutes 30 seconds East, departing the east line of said Block 9 and the west right-of-way line of said Industrial Loop West, a distance of 18.28 feet to a point on the city limit line of the City of Midland;

THENCE South 14 degrees 29 minutes 40 seconds East, along said city limit line, a distance of 420.00;

THENCE South 75 degrees 37 minutes 30 seconds West, departing said city limit line, a distance of 19.15 feet to the POINT OF BEGINNING, containing 0.181 acres (7,861 square feet) of land, more or less.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances and areas shown are surface values. A combined scale factor of 0.999899 was used for this project.

I, Kevin Junge, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an actual survey made on the ground under my supervision in the month of March 2022.



MARCH 16, 2022

Kevin Junge
Registered Professional Land Surveyor
Texas Registration No. 6765

B007924.003

PAGE 2 OF 2

A plat of even date accompanies this
metes and bounds description.

 **DUNAWAY**
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.181 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'

ENDEAVOR ENERGY RESOURCES, LP
INSTRUMENT NO. 2021-36657
D.R.M.C.T.

ENDEAVOR ENERGY RESOURCES, LP
INST NO. 2018-2369
D.R.M.C.T.

1.078 ACRES
46,951 SQUARE FEET

N14°22'30"W
100.00'

OTTIS ROAD
(60' WIDTH RIGHT-OF-WAY)

S76°47'17"W
985.46'

FOUND 1/2" IRON ROD

(120' WIDTH RIGHT-OF-WAY)
MIDKIFF ROAD

SECTION 4, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY

(60' WIDTH RIGHT-OF-WAY)
INDUSTRIAL LOOP

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"BISON CREEK"

N14°27'44"W
28.19'

NORTHWEST LINE OF
TOWBOTS, LLC TRACT

SOUTHEAST LINE OF
ENDEAVOR ENERGY
RESOURCES TRACT

C4

L4

C1

L1

N14°27'44"W
322.76'

POINT OF
BEGINNING
NAD83 GRID
N: 10,684,371.87
E: 1,747,903.84

TOWBOTS, LLC
DOC NO. 2016-32933
D.R.M.C.T.

POINT OF
COMMENCING

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

Δ=20°03'42"
R=266.02' L=93.14'
CH=N24° 10' 13"W 92.67'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

Δ=20°03'43"
R=346.02' L=121.16'
CH=N24° 10' 12"W 120.54'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"BISON CREEK"

TOWBOTS, LLC
DOC NO. 2016-32933
D.R.M.C.T.

N14°27'44"W
589.74'

INTERSTATE 20
(VARIABLE WIDTH
RIGHT-OF-WAY)

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

● SET 5/8" IRON ROD WITH CAP
STAMPED "DUNAWAY ASSOC. LP"

Curve Table

Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	013°12'24"	470.00	108.34	S68°48'01"W 108.10'
C2	013°25'42"	530.05	124.23	S68°54'39"W 123.94'
C3	013°25'42"	470.05	110.17	N68°54'39"E 109.91'
C4	013°12'24"	530.00	122.17	N68°48'01"E 121.89'

Line Table

Line Number	Bearing	Distance
L1	S75°24'13"W	44.38'
L2	S30°37'30"W	28.28'
L3	S59°22'30"E	28.28'
L4	N75°24'13"E	44.52'
L5	S14°27'44"E	60.00'



NOTES:

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A Grid factor of 0.999899 was used for this project.

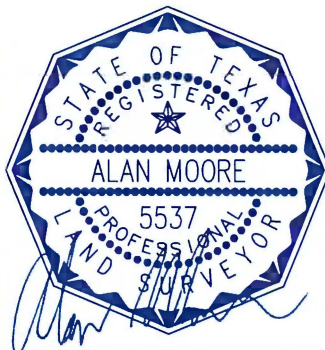
B005680.002

A metes and bounds description of even date accompanies this plat.

OCTOBER 14, 2020

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'



BEING a 1.078 acre (46,951 square foot) parcel of land situated within Section 4, Block 39, Township 2 South, of the T&P RR Co Survey, Midland County, Texas, and being a portion of that certain tract of land described in Warranty Deed to Endeavor Energy Resources, LP, dated December 21, 2021, as recorded in Instrument Number 2021-36657, D.R.M.C.T., said 1.078 acre parcel being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod with cap stamped "SCHUMANN" for the southwest corner of a tract of land described in Warranty Deed in Lieu of Foreclosure to Towbots, LLC, a Texas Limited Liability Company, dated November 7, 2016, as recorded in Instrument Number 2016-32933, D.R.M.C.T., said corner being on the northeasterly line of said Endeavor Energy Resources, LP tract;

THENCE North 14 degrees 27 minutes 44 seconds West, along the common line between the southwest line of said Towbots tract and the northeast line of said Endeavor Energy Resources, LP tract, a distance of 322.76 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the POINT OF BEGINNING, said point being the intersection of said common line with the southeasterly line of this proposed 60-foot wide roadway right-of-way and being locatable by NAD 83 Grid coordinates as follows: N: 10,684,371.87, E: 1,747,903.84;

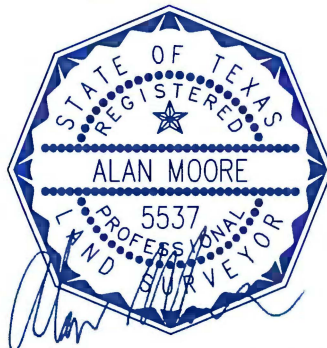
- (1) THENCE South 75 degrees 24 minutes 13 seconds West, departing said common line, crossing said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.38 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the left, having a radius of 470.00 feet and whose chord bears South 68 degrees 48 minutes 01 second West, a distance of 108.10 feet;
- (2) THENCE Southwesterly, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the left, through a central angle of 13 degrees 12 minutes 24 seconds and an arc distance of 108.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (3) THENCE South 62 degrees 11 minutes 48 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 181.61 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the right, having a radius of 530.05 feet and whose chord bears South 68 degrees 54 minutes 39 seconds West, a distance of 123.94 feet;
- (4) THENCE Southwesterly, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the right, through a central angle of 13 degrees 25 minutes 42 seconds and an arc distance of 124.23 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (5) THENCE South 75 degrees 37 minutes 30 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 297.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP";
- (6) THENCE South 30 degrees 37 minutes 30 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 28.28 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said southeasterly line of a proposed 60-foot wide roadway right-of-way with the northeasterly right-of-way line of Industrial Loop (60-foot wide);
- (7) THENCE North 14 degrees 22 minutes 30 seconds West, along said northeasterly right-of-way line, a distance of 100.00 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said northeasterly right-of-way line with the northwesterly line of a proposed 60-foot wide roadway right-of-way;
- (8) THENCE South 59 degrees 22 minutes 30 seconds East, departing said northeasterly right-of-way line and crossing said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 28.28 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP";
- (9) THENCE North 75 degrees 37 minutes 30 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 297.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the beginning of a circular curve to the left, having a radius of 470.05 feet and whose chord bears North 68 degrees 54 minutes 39 seconds East, a distance of 109.91 feet;
- (10) THENCE Northeasterly, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way and along said circular curve to the left, through a central angle of 13 degrees 25 minutes 42 seconds and an arc distance of 110.17 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;

B005680.002

A plat of even date accompanies this
metes and bounds description.

OCTOBER 14, 2020


550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'

- (11) THENCE North 62 degrees 11 minutes 48 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 181.61 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the right, having a radius of 530.00 feet and whose chord bears North 68 degrees 48 minutes 01 second East, a distance of 121.89 feet;
- (12) THENCE Northeasterly, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the right, through a central angle of 13 degrees 12 minutes 24 seconds and an arc distance of 122.17 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (13) THENCE North 75 degrees 24 minutes 13 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.52 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said northwesterly line of a proposed 60-foot wide roadway right-of-way with the common line between the southwest line of said Towbots tract and the northeast line of said Endeavor Energy Resources, LP tract, same being the southwest corner of a tract of land described in Warranty Deed to Endeavor Energy Resources, LP, a Texas limited partnership, dated January 25, 2018, as recorded in Instrument Number 2018-2369, D.R.M.C.T., from which a found 1/2-inch iron rod with cap stamped "BISON CREEK" for the northwest corner of said Towbots tract, bears North 14 degrees 27 minutes 44 seconds West, a distance of 28.19 feet;
- (14) THENCE South 14 degrees 27 minutes 44 seconds East, departing said northwesterly line of a proposed 60-foot wide roadway right-of-way and along said common line, a distance of 60.00 feet to the POINT OF BEGINNING, containing 1.078 acre (46,951 square feet) of land, more or less.

This description is accompanied by a survey plat of even date.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances and coordinates shown are surface values. A combined scale factor of 0.999899 was used for this project.

I, Alan Moore, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an actual survey made on the ground under my supervision in the month of August 2020.

 October 14, 2020
 Alan Moore Date
 Registered Professional Land Surveyor
 Texas Registration No. 5537

Dunaway Associates, L.P.
 TBPLS Firm Registration No. 10098100
 550 Bailey Avenue, Suite 400
 Fort Worth, Texas 76107
 335-1121

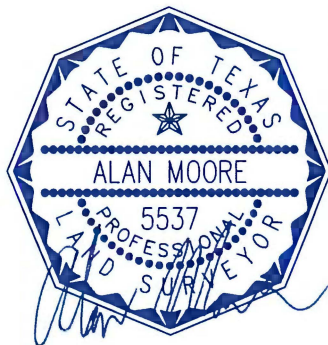
REVISIONS		
No.	Date	Description
△	04/18/2023	Updated owner information.

B005680.002

A plat of even date accompanies this metes and bounds description.

OCTOBER 14, 2020

 **DUNAWAY**
 550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
 Tel: 817.335.1121
 FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL
 ENDEAVOR ENERGY RESOURCES
 1.078 ACRES
 CITY OF MIDLAND
 MIDLAND COUNTY, TEXAS



Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)Printed Name: City of Midland Attn: Engineering Services (Owner)
Dunaway Associates, Inc. (Agent)

Phone (432) 217-0221

Email: jortiz@midlandtexas.gov
jholloman@dunaway.com
mmartinez@dunaway.comAddress 300 N Loraine (Owner)
4000 N Big Spring St. Ste. 101 (Agent)City Midland
MidlandState TX
TXZip 79702
79705**Application is hereby made to the City Council to vacate the following:**

- ☒ Right-of-Way
☐ Public Utility Easement
☐ Land
☐ Street

Description of Address: 0.181 Acres Being unused portion of Right-of-Way referred to as "Industrial Loop West"

located off the north edge of the intersection of Ottis Road and Industrial Loop West.

Reason for Request: The Vacation of this Right-Of-Way will facilitate the land swap and land dedication request of a private land owner to expand Harris Road.**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:** The 0.181 Acres is currently an unused portion of Right-of-Way referred to as "Industrial Loop West" vacating this Right-Of-Way will not affect the public welfare in any manner.**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 Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- 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 Transportation 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):

Date: 9/9/25

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 Plat

☐ Plans in Digital Format (PDF/JPEG)

☒ Application Fee per management

Check # no fee

Received By:

Date:

RECEIVED

SEP 09 2025

Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

EXHIBIT 'A'

BEING a 0.181 acre (7,861 square foot) parcel of land situated within Section 4, Block 39, Township 2 South, of the T&P RR Co Survey, Midland County, Texas, and being a portion of Industrial Loop West, a 60 foot width right-of-way, dedicated to the use of the public per Midkiff Industrial Center, Section 10, an addition to the City of Midland according to the plat recorded in Cabinet C, Page 39 of the Plat Records of Midland County, Texas, said 0.181 acre parcel being more particularly described as follows:

BEGINNING at the intersection of the west right-of-way line of said Industrial Loop West and the north right-of-way line of Ottis Road (60 foot width right-of-way), being the southeast corner of Block 9, said Midkiff Industrial Center, Section 10, from which a found 1/2-inch iron rod with cap stamped "SCHUMANN" for the southwest corner of said Block 9 at the intersection of the north right-of-way line of said Ottis Road and the east right-of-way line of Midkiff Road (120 foot width right-of-way) bears South 75 degrees 37 minutes 30 seconds West, a distance of 923.51 feet, said beginning point also being locatable by NAD 83 Grid coordinates as follows: N: 10,684,156.17, E: 1,747,101.00;

THENCE North 14 degrees 22 minutes 30 seconds West, along the west right-of-way line of said Industrial Loop West and the east line of said Block 9, passing at a distance of 418.87 feet a found 1/2-inch iron rod, continuing in all a distance of 420.00 feet to a point for the southeast corner of a tract of land described in deed to Carol Sue Waldron recorded in Document Number 2018-20177, Deed Records of Midland County, Texas, from which a found 1/2-inch iron rod for the northeast corner of said Waldron tract bears North 14 degrees 22 minutes 30 seconds West, a distance of 142.59 feet;

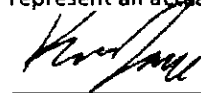
THENCE North 75 degrees 37 minutes 30 seconds East, departing the east line of said Block 9 and the west right-of-way line of said Industrial Loop West, a distance of 18.28 feet to a point on the city limit line of the City of Midland;

THENCE South 14 degrees 29 minutes 40 seconds East, along said city limit line, a distance of 420.00;

THENCE South 75 degrees 37 minutes 30 seconds West, departing said city limit line, a distance of 19.15 feet to the POINT OF BEGINNING, containing 0.181 acres (7,861 square feet) of land, more or less.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances and areas shown are surface values. A combined scale factor of 0.999899 was used for this project.

I, Kevin Junge, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an actual survey made on the ground under my supervision in the month of March 2022.



MARCH 16, 2022

Kevin Junge
Registered Professional Land Surveyor
Texas Registration No. 6765

B007924.003

PAGE 2 OF 2

A plat of even date accompanies this
metes and bounds description.



550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100

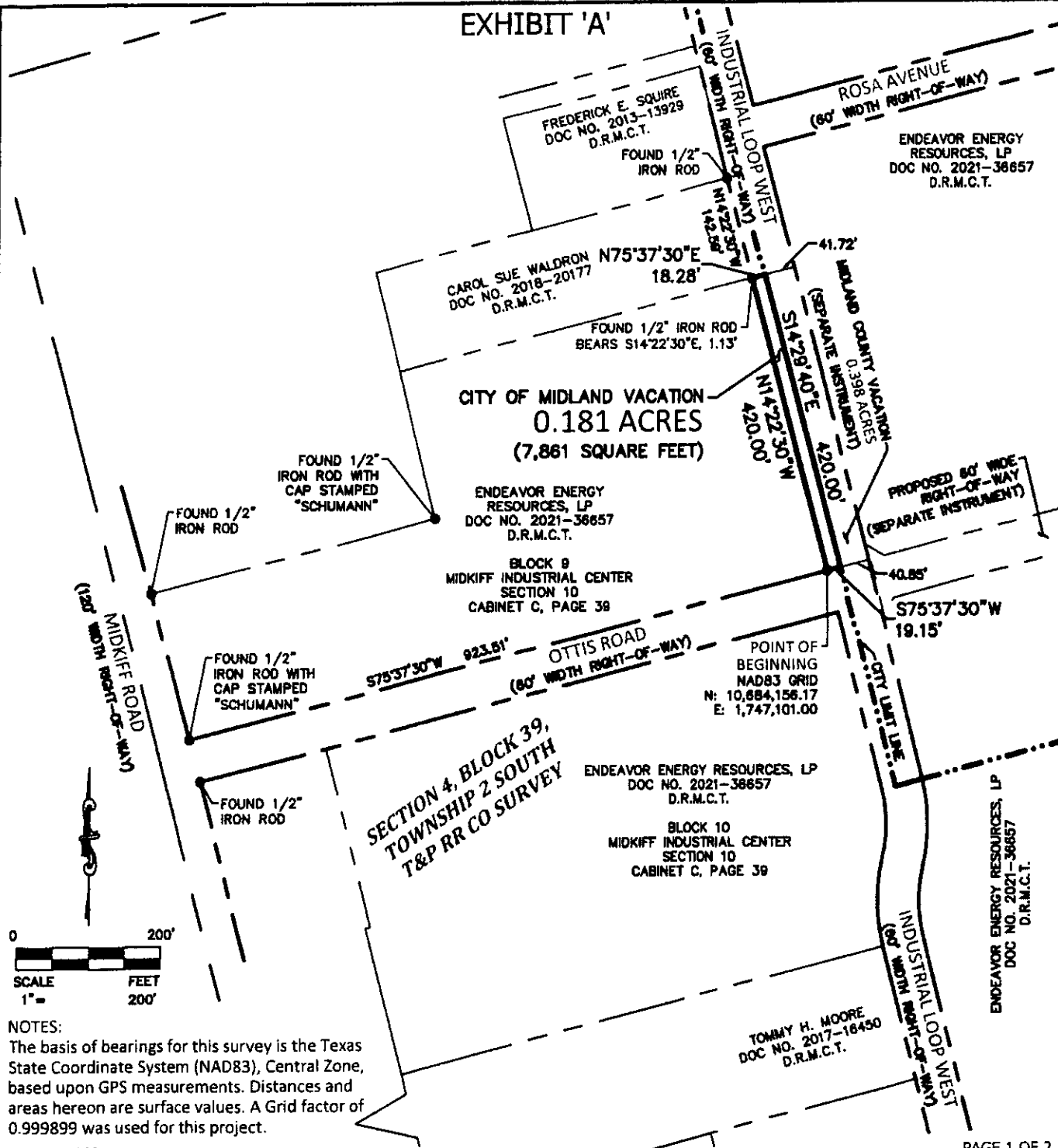


INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.181 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge On: Thursday, March 31, 2022 At: 1:18 PM FILE PATH: G:\Production\4000\007900\7924\003\Survey\Drawings\B007924 003 ROW Vacation (Industrial Loop 1-City).dwg

EXHIBIT 'A'



NOTES:

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A Grid factor of 0.999899 was used for this project.

B007924.003

PAGE 1 OF 2

A metes and bounds description of even date accompanies this plat.

MARCH 16, 2022

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
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FIRM REGISTRATION 10098100



INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.181 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'

ENDEAVOR ENERGY RESOURCES, LP
INSTRUMENT NO. 2021-36657
D.R.M.C.T.

ENDEAVOR ENERGY RESOURCES, LP
INST NO. 2018-2369
D.R.M.C.T.

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"BISON CREEK"

N14°27'44"W
28.19'

NORTHWEST LINE OF
TOWBOTS, LLC TRACT

SOUTHEAST LINE OF
ENDEAVOR ENERGY
RESOURCES TRACT

1.078 ACRES
46,951 SQUARE FEET

N14°22'30"W
100.00'

OTTIS ROAD
(60' WIDTH RIGHT-OF-WAY)

S76°47'17"W
985.46'

FOUND 1/2" IRON ROD

(120' WIDTH RIGHT-OF-WAY)
MIDKIFF ROAD

(60' WIDTH RIGHT-OF-WAY)
INDUSTRIAL LOOP

SECTION 4, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY

N62°11'48"E
181.61'

S62°11'48"W
181.61'

S75°37'30"W
297.34'

N75°37'30"E
297.34'

N14°27'44"W
322.76'

POINT OF BEGINNING
NAD83 GRID
N: 10,684,371.87
E: 1,747,903.84

POINT OF COMMENCING
FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

Δ=20°03'42"
R=266.02' L=93.14'
CH=N24° 10' 13"W 92.67'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

Δ=20°03'43"
R=346.02' L=121.16'
CH=N24° 10' 12"W 120.54'

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"BISON CREEK"

DOC NO. 2016-32933
TOWBOTS, LLC
D.R.M.C.T.

N14°27'44"W
589.74'

INTERSTATE 20
(VARIABLE WIDTH
RIGHT-OF-WAY)

FOUND 1/2" IRON ROD
WITH CAP STAMPED
"SCHUMANN"

● SET 5/8" IRON ROD WITH CAP
STAMPED "DUNAWAY ASSOC. LP"

Curve Table

Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	013°12'24"	470.00	108.34	S68°48'01"W 108.10'
C2	013°25'42"	530.05	124.23	S68°54'39"W 123.94'
C3	013°25'42"	470.05	110.17	N68°54'39"E 109.91'
C4	013°12'24"	530.00	122.17	N68°48'01"E 121.89'

Line Table

Line Number	Bearing	Distance
L1	S75°24'13"W	44.38'
L2	S30°37'30"W	28.28'
L3	S59°22'30"E	28.28'
L4	N75°24'13"E	44.52'
L5	S14°27'44"E	60.00'



NOTES:

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A Grid factor of 0.999899 was used for this project.

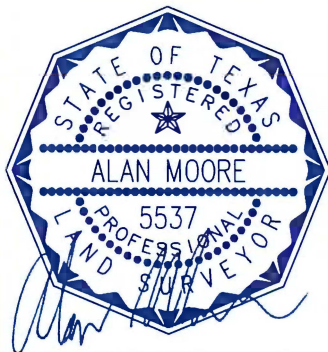
B005680.002

A metes and bounds description of even date accompanies this plat.

OCTOBER 14, 2020

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

EXHIBIT 'B'



BEING a 1.078 acre (46,951 square foot) parcel of land situated within Section 4, Block 39, Township 2 South, of the T&P RR Co Survey, Midland County, Texas, and being a portion of that certain tract of land described in Warranty Deed to Endeavor Energy Resources, LP, dated December 21, 2021, as recorded in Instrument Number 2021-36657, D.R.M.C.T., said 1.078 acre parcel being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod with cap stamped "SCHUMANN" for the southwest corner of a tract of land described in Warranty Deed in Lieu of Foreclosure to Towbots, LLC, a Texas Limited Liability Company, dated November 7, 2016, as recorded in Instrument Number 2016-32933, D.R.M.C.T., said corner being on the northeasterly line of said Endeavor Energy Resources, LP tract;

THENCE North 14 degrees 27 minutes 44 seconds West, along the common line between the southwest line of said Towbots tract and the northeast line of said Endeavor Energy Resources, LP tract, a distance of 322.76 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the POINT OF BEGINNING, said point being the intersection of said common line with the southeasterly line of this proposed 60-foot wide roadway right-of-way and being locatable by NAD 83 Grid coordinates as follows: N: 10,684,371.87, E: 1,747,903.84;

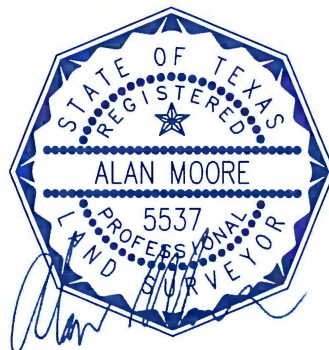
- (1) THENCE South 75 degrees 24 minutes 13 seconds West, departing said common line, crossing said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.38 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the left, having a radius of 470.00 feet and whose chord bears South 68 degrees 48 minutes 01 second West, a distance of 108.10 feet;
- (2) THENCE Southwesterly, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the left, through a central angle of 13 degrees 12 minutes 24 seconds and an arc distance of 108.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (3) THENCE South 62 degrees 11 minutes 48 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 181.61 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the right, having a radius of 530.05 feet and whose chord bears South 68 degrees 54 minutes 39 seconds West, a distance of 123.94 feet;
- (4) THENCE Southwesterly, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the right, through a central angle of 13 degrees 25 minutes 42 seconds and an arc distance of 124.23 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (5) THENCE South 75 degrees 37 minutes 30 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 297.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP";
- (6) THENCE South 30 degrees 37 minutes 30 seconds West, continuing across said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 28.28 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said southeasterly line of a proposed 60-foot wide roadway right-of-way with the northeasterly right-of-way line of Industrial Loop (60-foot wide);
- (7) THENCE North 14 degrees 22 minutes 30 seconds West, along said northeasterly right-of-way line, a distance of 100.00 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said northeasterly right-of-way line with the northwesterly line of a proposed 60-foot wide roadway right-of-way;
- (8) THENCE South 59 degrees 22 minutes 30 seconds East, departing said northeasterly right-of-way line and crossing said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 28.28 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP";
- (9) THENCE North 75 degrees 37 minutes 30 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 297.34 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the beginning of a circular curve to the left, having a radius of 470.05 feet and whose chord bears North 68 degrees 54 minutes 39 seconds East, a distance of 109.91 feet;
- (10) THENCE Northeasterly, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way and along said circular curve to the left, through a central angle of 13 degrees 25 minutes 42 seconds and an arc distance of 110.17 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;

B005680.002

A plat of even date accompanies this
metes and bounds description.

OCTOBER 14, 2020


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FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

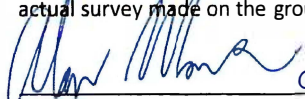
EXHIBIT 'B'

- (11) THENCE North 62 degrees 11 minutes 48 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 181.61 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of curvature of a circular curve to the right, having a radius of 530.00 feet and whose chord bears North 68 degrees 48 minutes 01 second East, a distance of 121.89 feet;
- (12) THENCE Northeasterly, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, and along said circular curve to the right, through a central angle of 13 degrees 12 minutes 24 seconds and an arc distance of 122.17 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the point of tangency;
- (13) THENCE North 75 degrees 24 minutes 13 seconds East, continuing across said Endeavor Energy Resources, LP tract along said northwesterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.52 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" for the intersection of said northwesterly line of a proposed 60-foot wide roadway right-of-way with the common line between the southwest line of said Towbots tract and the northeast line of said Endeavor Energy Resources, LP tract, same being the southwest corner of a tract of land described in Warranty Deed to Endeavor Energy Resources, LP, a Texas limited partnership, dated January 25, 2018, as recorded in Instrument Number 2018-2369, D.R.M.C.T., from which a found 1/2-inch iron rod with cap stamped "BISON CREEK" for the northwest corner of said Towbots tract, bears North 14 degrees 27 minutes 44 seconds West, a distance of 28.19 feet;
- (14) THENCE South 14 degrees 27 minutes 44 seconds East, departing said northwesterly line of a proposed 60-foot wide roadway right-of-way and along said common line, a distance of 60.00 feet to the POINT OF BEGINNING, containing 1.078 acre (46,951 square feet) of land, more or less.

This description is accompanied by a survey plat of even date.

All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83. All distances and coordinates shown are surface values. A combined scale factor of 0.999899 was used for this project.

I, Alan Moore, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an actual survey made on the ground under my supervision in the month of August 2020.


 October 14, 2020
 Alan Moore Date
 Registered Professional Land Surveyor
 Texas Registration No. 5537

Dunaway Associates, L.P.
 TBPLS Firm Registration No. 10098100
 550 Bailey Avenue, Suite 400
 Fort Worth, Texas 76107
 335-1121

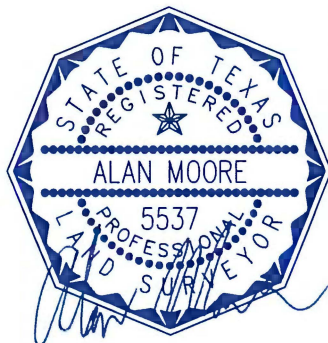
REVISIONS		
No.	Date	Description
△	04/18/2023	Updated owner information.

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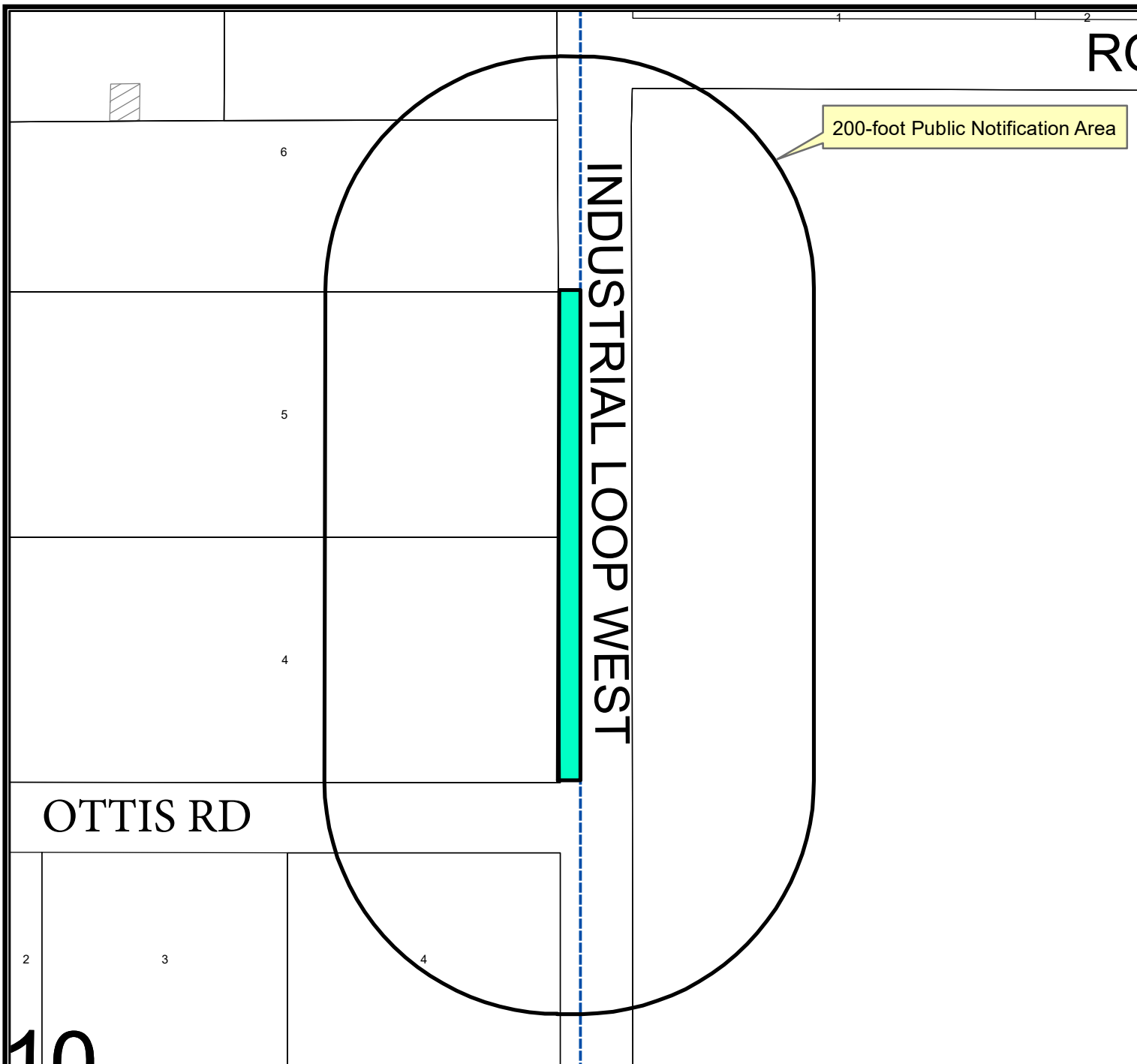
A plat of even date accompanies this metes and bounds description.

OCTOBER 14, 2020

 **DUNAWAY**
 550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
 Tel: 817.335.1121
 FIRM REGISTRATION 10098100



RIGHT-OF-WAY PARCEL
 ENDEAVOR ENERGY RESOURCES
 1.078 ACRES
 CITY OF MIDLAND
 MIDLAND COUNTY, TEXAS



Location Map

V-25-0072

Scale: 1" = 123'

Consider a request by Dunaway Associates Inc. vacating and abandoning a 0.181-acre portion of Industrial Loop West right-of-way located adjacent to Lots 4 and 5, Block 9, Midkiff Industrial Center, Section 10, City and County of Midland, Texas.

Generally located north of the intersection of Ottis Road and Industrial Loop West. (Council District 2)

LEGEND

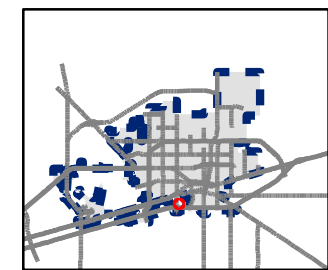
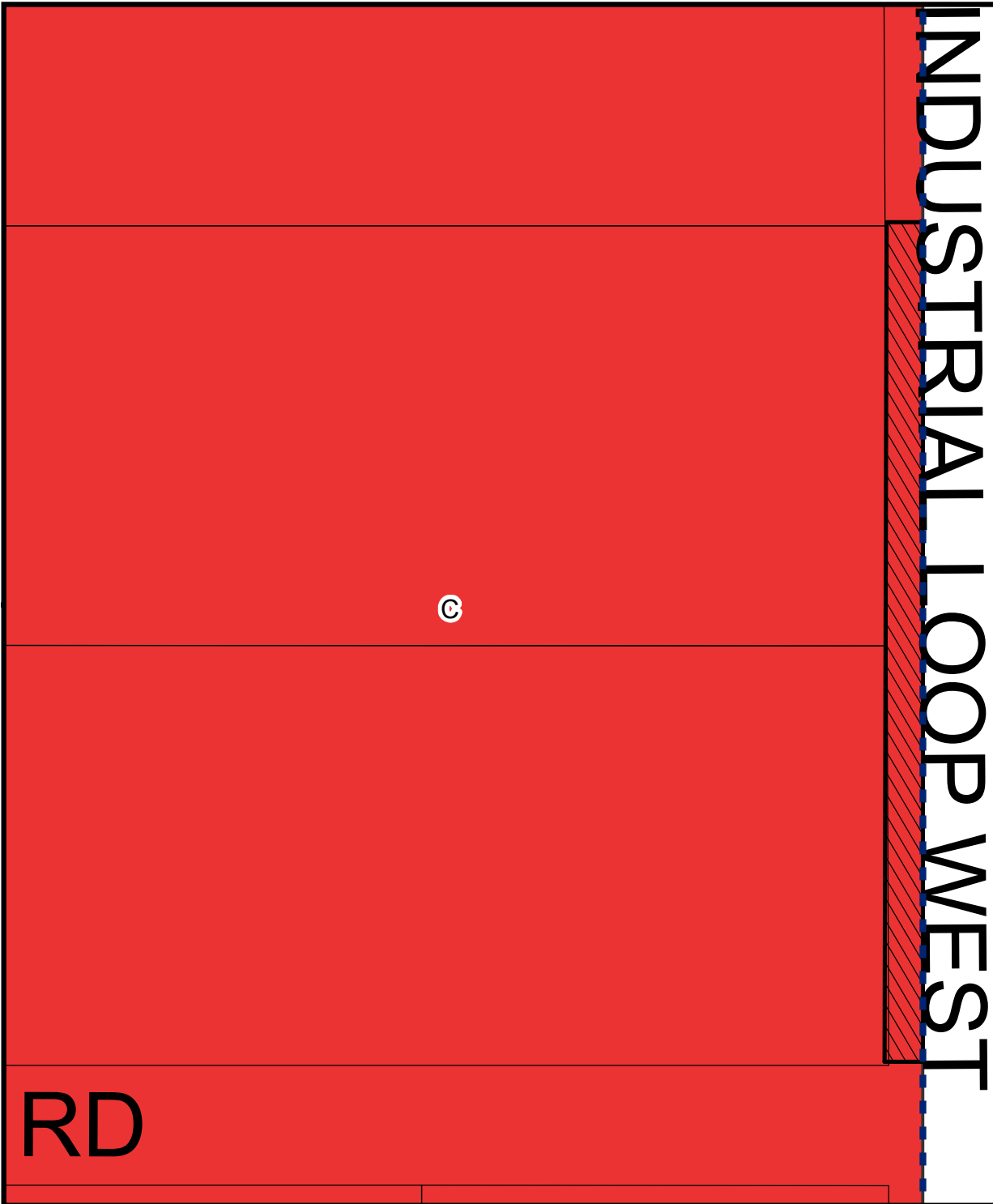
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

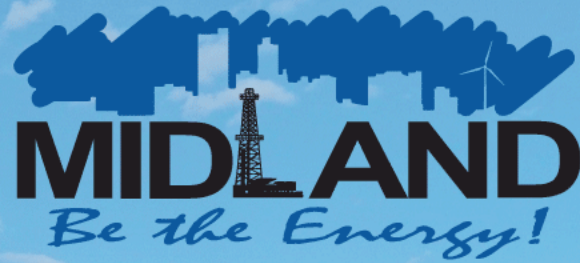
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



INDUSTRIAL LOOP WEST





VACATION INDUSTRIAL LOOP WEST (NORTH)

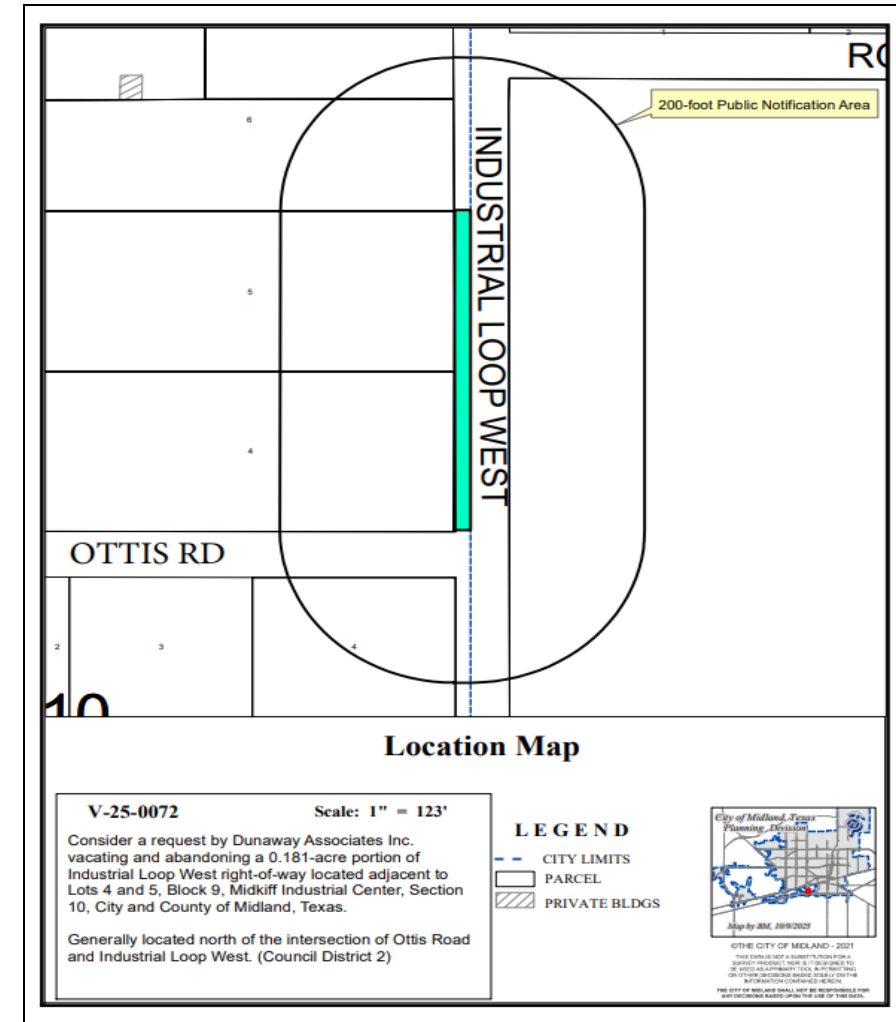


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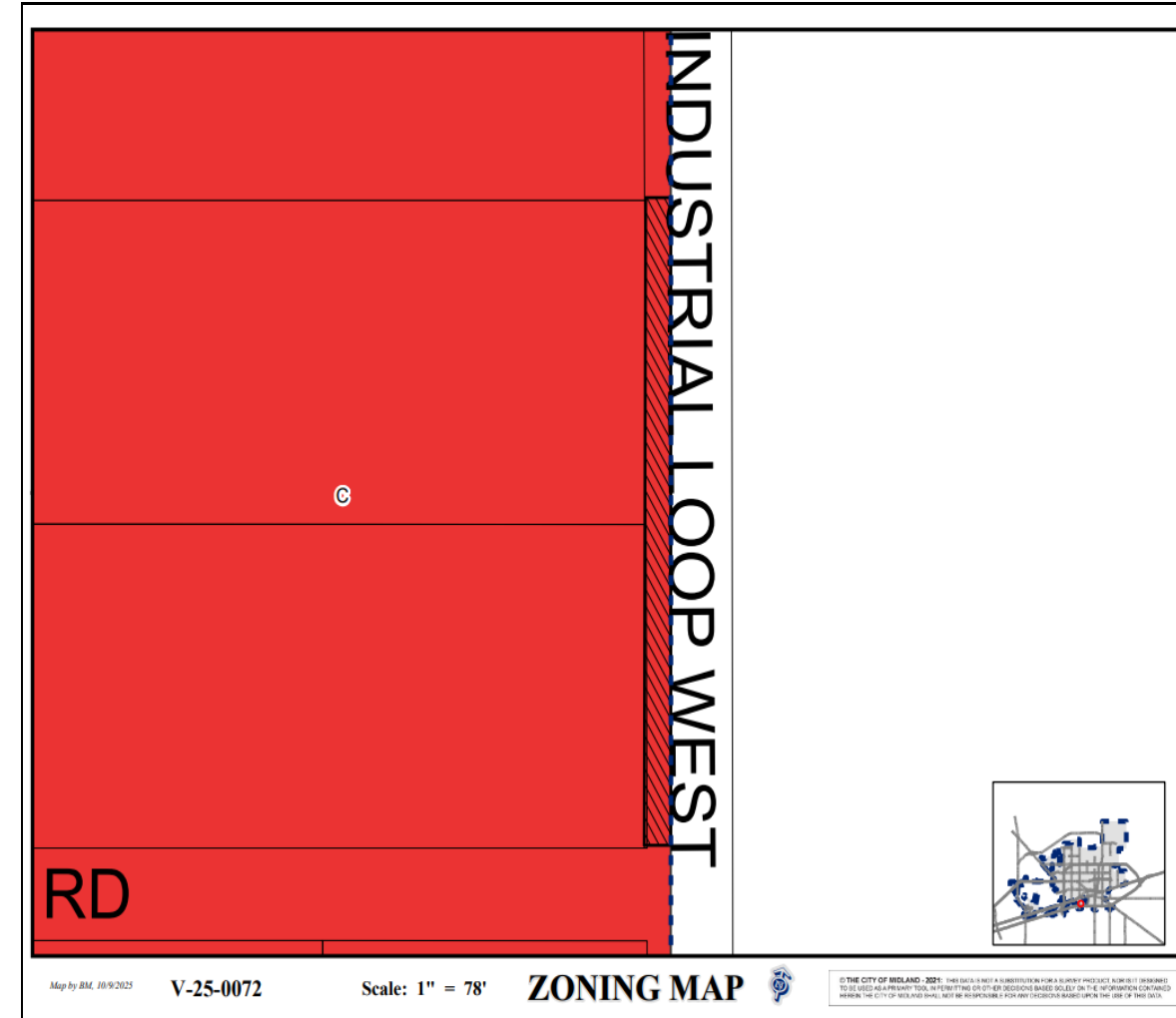
APPLICATION SUMMARY

- **Applicant/Representative:** Melanie Martinez, with Dunaway
- **Location:** Generally located north of the intersection of Ottis Road and Industrial Loop West. (Council District 2)
- **Reason for Request:** City roadway project



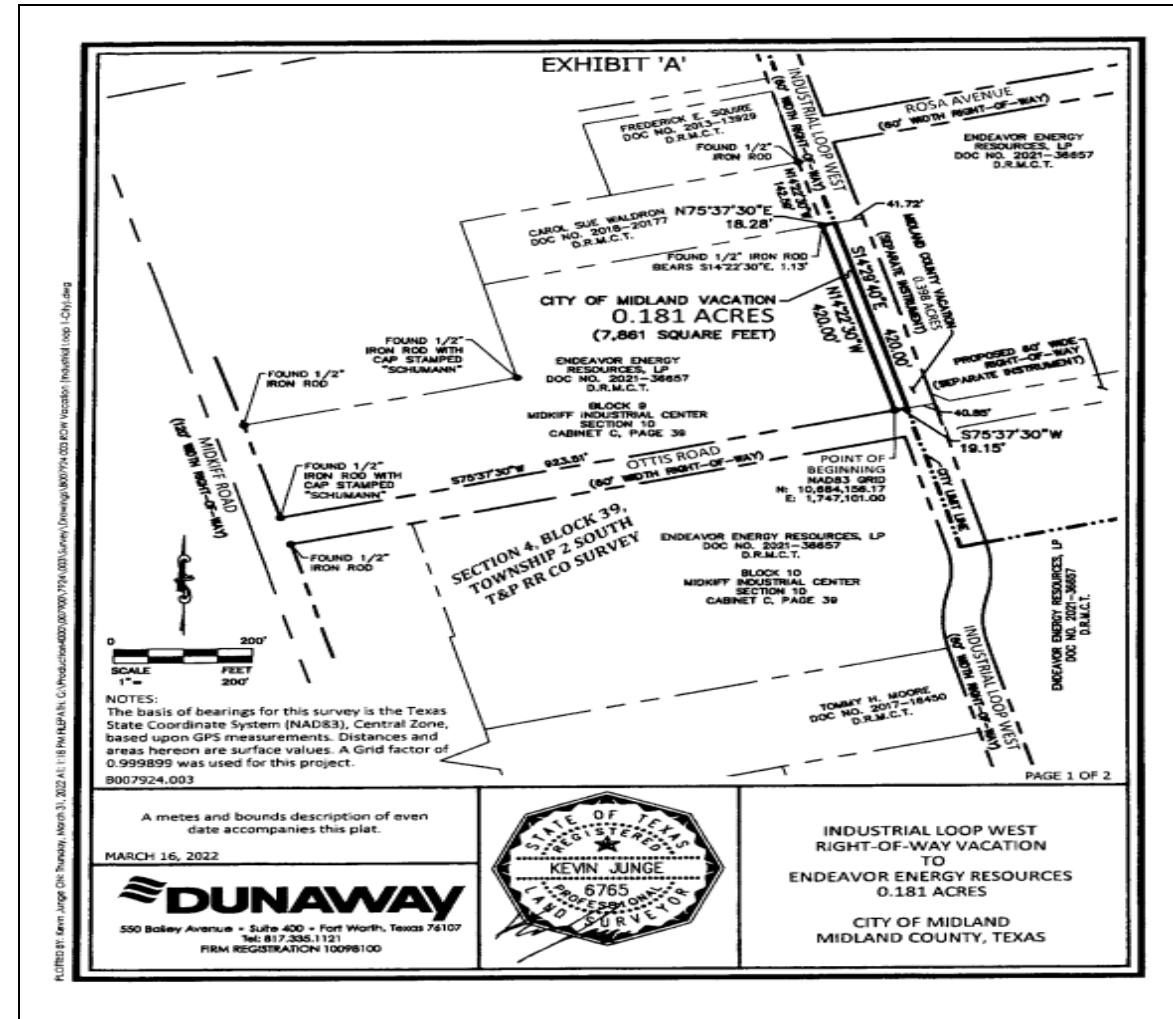
ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
 - **North/West/South:** C, Commercial District
 - **East:** ETJ, Extraterritorial Jurisdiction



DETAILS OF REQUEST

- City of Midland
- This portion includes 0.181-acres of right-of-way



LAND USE

- **Current Use:** Undeveloped Right-of-Way
- **Surrounding Uses:**
 - **North/South/East/West:** Vacant Land





On Industrial Loop West, Looking North



STAFF'S RECOMMENDATION

- Staff recommends approval of this request with the following conditions:
 - A. a 1.078-acre tract of land has been dedicated to the City as right-of-way, said tract being described in Exhibit B, which is attached hereto and made a part hereof for all legal purposes; and
 - B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.



MISSION

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

