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

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

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

OPENING ITEMS

1. Invocation - Pastor Jon Slayden, Hope Community Church

2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

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

   3.a Presentation of Proclamation for “Midland ISD FFA Week"

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

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a SPECIAL SESSION OF JANUARY 13, 2025

   4.b REGULAR SESSION OF FEBRUARY 10, 2026

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

6. 2026-025 - RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CITYWIDE CONCRETE PROGRAM TO 4J CONCRETE, LLC, DOING BUSINESS AS JORDAN CONCRETE, OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED $1,000,000.00; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

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

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

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

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

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

12. 2026-031 - RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION D/B/A MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT BUTLER PARK THROUGH BUYBOARD AT A TOTAL COST OF $827,755.00; APPROVING $82,775.50 FOR PROJECT RELATED COSTS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

13. 2026-032 - RESOLUTION AWARDING A CONTRACT TO SECOND SIGHT SYSTEMS LLC FOR THE REMOVAL OF THE LANDFILL COMMUNICATIONS TOWER AND A POLICE DEPARTMENT TOWER FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT FOR A TOTAL COST OF $132,593.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

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

15. 012-2026 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF HORSESHOE BEND, BEING A REPLAT OF A 64.12-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, STALEY ADDITION, AND A 125.01-ACRE TRACT OF LAND OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON

THE EAST SIDE OF NORTH GARFIELD STREET, APPROXIMATELY 1,295 FEET NORTH OF MOCKINGBIRD LANE) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

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

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

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

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

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

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

SECOND READINGS

22. 10716 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE-FOOT PORTION OF LOT 2, BLOCK 1, COUNTRY VILLA ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 270 FEET EAST OF SOUTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 10, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

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

24. 10718 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 THROUGH 10, BLOCK 7, MOORE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TP, TECHNOLOGY PARK DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND GOODE STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 10, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

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

(DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

26. 10721 - AN ORDINANCE VACATING AND ABANDONING A 0.181-ACRE PORTION OF INDUSTRIAL LOOP WEST RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4 AND 5, BLOCK 9, MIDKIFF INDUSTRIAL CENTER, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTH OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR THE DEDICATION TO THE CITY OF A 1.078-ACRE RIGHT-OF-WAY ON THE EAST SIDE OF THE INTERSECTION OF OTTIS ROAD AND INDUSTRIAL LOOP WEST; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD FEBRUARY 10, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

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

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

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

30. 10725 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 25, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST CUTHBERT AVENUE AND NORTH

B STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

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

32. 10727 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,724-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

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

34. 10729 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCKS 21 AND 22, REPLAT OF BLOCKS 21 AND 22 OF KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS,

FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, LR, LOCAL RETAIL DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND HUMBLE AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

35. 10730 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 15, LILLY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND TARLETON STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

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

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

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

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

40. 019-2026 - MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, GARDEN TWENTY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST STATE HIGHWAY 158, APPROXIMATELY 200 FEET EAST OF EAST INTERSTATE 20)

(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

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

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

Discuss pending or contemplated litigation.

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

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

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

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

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

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

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
MIDLAND CITY COUNCIL
SPECIAL MINUTES
January 13, 2025

The City Council convened in **Special** Session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, Monday, January 13, 2025.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, City Governance Officer/City Secretary Marcia Bentley-German, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Oritz

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

SPECIAL SESSION

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

Members of the City Council, City Staff and Citizens of Midland gathered to witness the swearing in ceremony of the newly elected City Council Members: Council Member At-Large Robin Poole, Council Member At-Large John Burkholder, Council Member Brian Stubbs, District 1 and Council Member John Norman, District 2.

Mayor Blong welcomed everyone in attendance. Lead Pastor Daniel Stephens from Mid-Cites Church provided the invocation. Presiding Judge Jeff Robnett swore in Council Member John Burkholder, City Governance Officer Marcia Bentley-German swore in Council Members Robin Poole, Brian Stubbs and John Norman.

Mayor Blong provided closing remarks.

All the business at hand having been completed, the meeting adjourned at 10:25 a.m.

PASSED AND APPROVED February 24, 2026.

DRAFT

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

ATTEST:

DRAFT

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

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

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

OPENING ITEMS

1. Invocation - Pastor 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

Troy Briggs, Vice President of Visit Midland, provided a brief recap of the past year funding and an outlook to the future. Mr. Briggs provided several highlights of Visit Midland's success and thanked Council for their support.

   3.b Presentation of Proclamation for “Iris Hall-Sanders Day”

Prior to the consent agenda, Mayor Blong notified the public that the applicants for item number 19 have requested to pull that item so it will not be taken up at this Council Meeting.

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

CONSENT AGENDA

John Burkholder moved to Approve Consent Agenda items 4-12, excluding items 5, 6 & 8;

DRAFT

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

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF JANUARY 27, 2026

5. 2026-015 - 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 **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Council Member John Burkholder pulled this item for clarification.

Public Works Officer & Utilities Director Carl Craigo gave a brief overview of the item noting, any contract above one million dollars for a small contractor is difficult for them to get bonded. The team will look into paving projects between $500,000 and $1,000,000 to open to bid for smaller companies.

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

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

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)**

Council Member Robin Poole pulled this item for more clarification regarding the Flock camera system and retention.

Police Chief Greg Snow gave a brief presentation of the Flock Camera system and reported that in 2025, the Midland Police Department was able to recover almost $4,000,000 in stolen property. There were also 49 stolen vehicles recovered, 111 arrest/warrants and 56 case leads. Chief Snow provided several examples of success of this system.

DRAFT

Chief Information Officer Gorgees Eskander gave a brief overview of the operating system of the Flock cameras. Mr. Eskander reported these cameras do not record video; they only take pictures.

Council Member Robin Poole spoke on having a solid process in place for the sake of retention.

Kristen MacLeod, with Flock System, provided an overview of the camera system, including operation, safety and camera placement.

Council Member Jack Ladd inquired if a license plate number may be used in a Freedom of Information Act (FOIA) request.

City Attorney Nicholas Toulet-Crump reported license plate numbers are not released in FOIA request.

Shandi Williams, 2513 Fannin, spoke in opposition of this item due to the possibility of

tracking people.

Sheila Williamson, 404 Sweetbriar, did not wish to speak but is in opposition of this item.

Robin Poole 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

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)**

Item pulled by staff for further information.

Council Member John Burkholder reported he would like staff to look into more dynamic pricing for a restroom facility.

9. 2026-019 - RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5805201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2027

DRAFT

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 –

DRAFT

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)**

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

City Attorney Nicholas Toulet-Crump reported that due to a large amount of feedback from Council, staff and the community, a number of revisions have been made resulting in a revised draft of the ordinance. This revised draft, which established an effective date of March 1, 2026, replaces the provisions of Section 6-11-6 regarding exemption requests, rescission of exemptions, and appeals with the following procedures and requirements:

- Require the Chief of Police to issue a written decision on a request for an exemption within 15 business days following the date of receipt of the request, and provide that a failure to do so shall be deemed a disapproval of the request by operation of law;
- Stipulate that the Chief of Police's rescission of an exemption shall become effective three business days following the date on which written notice of the rescission is issued to the sex offender;
- Provide that a sex offender's written notice of appeal of a disapproval, conditional approval, or rescission of an exemption must be submitted to the City Manager within 30 calendar days of the date of the written decision or notice of rescission, or within 30 calendar days of a disapproval by operation of law;
- Specify that a sex offender's submission of a notice of appeal does not stay the effect of the Chief of Police's decision or rescission of an exemption;
- Require the City Manager or City Manager's designee to consider the appeal and issue a written decision affirming, modifying, or reversing the decision of the Chief of Police or

the rescission of the exemption within 15 business days following the date of receipt of the notice of appeal, and provide that failure to do so shall be deemed an affirmance of the Chief's decision or the rescission of the exemption by operation of law; and
- Provide that the Chief of Police's decision, including a disapproval by operation of law, or a rescission of an exemption shall be final unless a notice of appeal is submitted in accordance with the foregoing procedures, in which case the decision of the City Manager or the City Manager's designee, including an affirmance by operation of law, shall be final. The effective date of a rescission by the Chief of Police shall be stayed for a period of three business days.

City Attorney Nicholas Toulet-Crump clarified that if Council would like to approve the ordinance with the edits and amendments that were just read aloud, then a simple motion to approve the ordinance with the edits and revisions as stated by the City Attorney will suffice.

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

City Attorney Nicholas Toulet-Crump reported this ordinance will help protect the vulnerable members of the community, will ensure that there will be due process for all and will prioritize the well being of those vulnerable members.

Council Member Robin Poole clarified that the appeals provision was in the original ordinance and that this is just tightening it up and making a way to effectively move forward without holes in the process.

Mr. Toulet-Crump reported that Council Member Pool is correct and that this process is much more specific as it lays out the process so that all involved knows exactly what is happening every step of the way.

City Manager Tommy Gonzalez reported that no other city in West Texas has this ordinance.

Amy Stretcher Burkes moved to Approve the ordinance with the edits and revisions as stated by the City Attorney; 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

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)**

DRAFT

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10715.

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

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)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10716.

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

Mayor Blong opened the public hearing at 10:56 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by Jack Ladd.

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

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

DRAFT

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)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10717.

No presentation needed by Planning Manager Landon Ochoa.

Mayor Blong opened the public hearing at 10:57 a.m.

David Chin, 3203 Highsky Drive, owner of Hot Shots Bar, reported he will keep doing what he is doing to keep his bar safe.

Patrick Cordero, 2909 W. Wall Street, spoke in favor of this item.

There being no one else wishing to speak, the public hearing was closed at 11:00 a.m.

Jack Ladd moved to Approve; seconded by John Norman.

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

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)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10718.

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

Mayor Blong opened the public hearing at 11:02 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

DRAFT

John Norman moved to Approve; seconded by Robin Poole.

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

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)**

Planning Manager Landon Ochoa gave a brief overview of the item noting, this is to remove the decibel level restrictions from the resolution for a Temporary Use of Land permit for outdoor music.

Mayor Blong opened the public hearing at 11:03 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman 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

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)**

The applicant requested this item be pulled. No action taken by Council.

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

DRAFT

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)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10720.

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

Deputy City Manager Jose Ortiz provided additional information noting this will allow east/west two-way traffic.

Mayor Blong opened the public hearing at 11:06 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

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

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

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)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10721.

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

Mayor Blong opened the public hearing at 11:07 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

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

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

DRAFT

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

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.)

Robin Campbell, 1600 W. Kansas Avenue, spoke on a notice in the newspaper regarding the Midland Development Corporation (MDC) transferring land to hotel developers. Mrs. Campbell has several questions she would like answered regarding payment, City Council approval and feels that the land should also be considered a payment.

City Attorney Nicholas Toulet-Crump clarified that the MDC does not need city approvals on any disbursement due under the master development agreement with the downtown Renaissance Hotel.

City Manager Tommy Gonzalez also clarified that when the item was presented to Council, it was done on best practices and comparisons of other cities. It shows we are below the market regarding percentage incentives and that all the other taxing entities receive the benefit of the taxes immediately once the hotel is completed.

Judd Campbell, 1600 Kansas, also spoke on the Renaissance land/hotel deal and requested that this topic be placed on an agenda for a future meeting.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 11:18 a.m.

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**

DRAFT

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.

All the business at hand having been completed, the meeting adjourned at 12:18 p.m.

PASSED AND APPROVED February 24, 2026.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5.
Meeting Date: February 24, 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 IN THE CDBG 2025-2026 PROJECT ACCOUNT; 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 WITH EXHIBIT - Buyboard - Restroom Facility at Sparks Park Reso w Exh
C. Contract 26002791

Rachel Guentensberger, City Secretary	Created/Initiated - 2/12/2026
Regina Stephenson, General Services	Approved - 2/12/2026
Christy Weakland, Finance	Approved - 2/12/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

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 IN THE CDBG 2025-2026 PROJECT ACCOUNT; 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 25th 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.

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 ¾ - 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.

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).

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.

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

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

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 Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

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

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

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

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

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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* SUTX2014-037 07/21/2014

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

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

OPERATOR: Bulldozer.....$ 18.29 1.31

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

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

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

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

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

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

===

END OF GENERAL DECISION"

THE CITY OF MIDLAND

CONTRACT

Contract No. 26002791

THIS CONTRACT, effective the 25th 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.

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 ¾ - 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.

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).

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.

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

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

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 Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

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

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

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

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

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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* SUTX2014-037 07/21/2014

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

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

OPERATOR: Bulldozer.....$ 18.29 1.31

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

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

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

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

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

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

** 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 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CITYWIDE CONCRETE PROGRAM TO 4J CONCRETE, LLC, DOING BUSINESS AS JORDAN CONCRETE, OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED $1,000,000.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for Fiscal Year 2026 Citywide Concrete Program to 4J Concrete, LLC dba Jordan Concrete of Midland, Texas, for an amount not to exceed $1,000,000.00 for the Transportation Division.

Recommended Action:
Approve

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

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved specifications and authorized advertisement for bids for the FY 2026 Midland Citywide Concrete Program. Bid requests were issued to six hundred eighty-two (682) contractors, twenty-four (24) viewed the bid requests. We received three (3) bids. Staff recommends awarding the contract to the apparent low bidder, 4J Concrete, LLC dba Jordan Concrete. This contract is based on unit prices for a not to exceed amount of $1,000,000.00. Please see the attached memo from, Ricky Brown, Transportation Project Manager, for additional information.

Therefore, please consider a resolution awarding a contract for Fiscal Year 2026 Citywide Concrete Program to 4J Concrete, LLC dba Jordan Concrete of Midland, Texas, for an amount not to exceed $1,000,000.00 for the Transportation Division.

Attachments:
A. Memo to Award FY 2026 Citywide Concrete Program
B. RESOLUTION W EXH - Award FY2026 Citywide Concrete Program Reso w Exh
C. BID TAB 26000448R 2026 Citywide Concrete Program

D. 26000448R Contract - Jordan Concrete

Erika Munoz, General Services	Created/Initiated - 2/11/2026
Regina Stephenson, General Services	Approved - 2/12/2026
Christy Weakland, Finance	Approved - 2/12/2026
Linda Ochoa, Legal	Approved - 2/14/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Ricky Brown, Transportation Project Manager

SUBJECT: FY2026 Citywide Concrete Program
Bid# 26000448R
Recommend Award

DATE: January 16, 2026

CC: Abe Langston, Transportation Manager

The City of Midland's concrete needs are numerous and continue to grow. The 2026 Citywide Concrete Program will allow the Transportation Division to address drainage issues, pavement issues, ride quality issues, curb and sidewalk issues, ADA compliance, and storm drain issues. The Citywide Concrete Program will also allow Transportation to adjust manhole lids and water valve covers to match the adjacent pavement and to complete improvements at our draws, channels, and drainage basins.

I have reviewed the completed Bid Schedules for the Fiscal Year 2026 Citywide Concrete Program, and I recommend award to the low bidder, Jordan Concrete. Jordan Concrete has a track record of successfully completing work in our and other cities, as per reference verification. In addition, the unit prices appear to be in line with current pricing and trends. Therefore, I am recommending award of the FY 2026 Midland Citywide Concrete Program to Jordan Concrete for an amount not to exceed $1,000,000.00.

Contract Amount Not to Exceed: $1,000,000.00 (001085 54220: Maintenance Streets and Roadways)

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE FISCAL YEAR 2026 CITYWIDE CONCRETE PROGRAM TO 4J CONCRETE, LLC, DOING BUSINESS AS JORDAN CONCRETE, OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED $1,000,000.00; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager advertised for competitive bids for the Fiscal Year 2026 Citywide Concrete Program (the "Project"); and

WHEREAS, Bid No. 26000448R was opened on January 15, 2026, with the lowest responsible bidder being 4J Concrete, LLC, doing business as Jordan Concrete, of Midland, Texas ("Contractor"), having submitted a bid of $3,606,491.45 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 $1,000,000.00; 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 $1,000,000.00, 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 City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract in an amount not to exceed $1,000,000.00 from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

EXHIBIT A

RFB 26000448R 2026 Citywide Concrete Program									
Bid Opening: January 15,2026									
				Jordan Concrete		Onyx Contractors		Reece Albert, Inc.	
			Total Cost	$3,606,491.45		$4,186,570.10		$4,195,439.50	
	Items	Quantity Required	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Remove Existing Asphalt Pavement & Base	35000	SF	$3.50	$122,500.00	$2	$70,000.00	$1.13	$39,550.00
#0-2	Remove Existing Curb & Gutter	25000	LF	$8	$200,000.00	$10	$250,000.00	$11.86	$296,500.00
#0-3	Miscellaneous Concrete Demolition	5000	SF	$3.50	$17,500.00	$15	$75,000.00	$4.44	$22,200.00
#0-4	Miscellaneous Excavation up to 1'	40000	SF	$2.50	$100,000.00	$2	$80,000.00	$1.18	$47,200.00
#0-5	Miscellaneous Excavation 1' to 3'	10000	SF	$3.50	$35,000.00	$2.50	$25,000.00	$2.77	$27,700.00
#0-6	Type "A" Standard Curb & Gutter	35500	LF	$31	$1,100,500.00	$35	$1,242,500.00	$32.63	$1,158,365.00
#0-7	Type "B" Drop-Lip Curb & Gutter for Inverted Streets	1000	LF	$25	$25,000.00	$20	$20,000.00	$32.67	$32,670.00
#0-8	Type "C" Laydown Curb & Gutter	750	LF	$31	$23,250.00	$25	$18,750.00	$32.59	$24,442.50
#0-9	Type "D" Laydown Curb & Gutter for Inverted Streets	500	LF	$25	$12,500.00	$20	$10,000.00	$30.94	$15,470.00
#0-10	Type "E" Mountable Curb & Gutter	500	LF	$29	$14,500.00	$20	$10,000.00	$30.94	$15,470.00
#0-11	Type "F" Saw-tooth Curb & Gutter	250	LF	$29	$7,250.00	$25	$6,250.00	$37.43	$9,357.50
#0-12	Concrete Fillet (Streets)	2500	SY	$81	$202,500.00	$105	$262,500.00	$157.39	$393,475.00
#0-13	Elevated Sidewalk	1000	SF	$26	$26,000.00	$105	$105,000.00	$100.93	$100,930.00
#0-14	10' Wide Concrete Valley Gutter (Streets)	400	SY	$83	$33,200.00	$105	$42,000.00	$106.14	$42,456.00
#0-15	20' Wide Concrete Valley Gutter (Streets)	2000	SY	$83	$166,000.00	$105	$210,000.00	$106.14	$212,280.00
#0-16	4' Wide Concrete Valley Gutter (Alleys)	400	SY	$83	$33,200.00	$105	$42,000.00	$132.67	$53,068.00
#0-17	4' Wide; 6" Thick Concrete Valley Gutter (Drainage Channel, Draw, or Ditch)	400	SY	$83	$33,200.00	$105	$42,000.00	$114.53	$45,812.00
#0-18	10' Wide; 6" Thick Concrete Valley Gutter (Drainage Channel, Draw, or Ditch)	400	SY	$83	$33,200.00	$105	$42,000.00	$99.31	$39,724.00
#0-19	20' Wide; 6" Thick Concrete Valley Gutter (Drainage Channel, Draw, or Ditch)	400	SY	$83	$33,200.00	$105	$42,000.00	$113.67	$45,468.00
#0-20	Concrete Alley Approach	250	SY	$83	$20,750.00	$105	$26,250.00	$124.59	$31,147.50
#0-21	4" Concrete Sidewalk	3000	SY	$83	$249,000.00	$105	$315,000.00	$93.77	$281,310.00
#0-22	8" Concrete Paving on Streets	3500	SY	$91	$318,500.00	$105	$367,500.00	$98.39	$344,365.00
#0-23	6" Concrete Paving on Alleys	850	SY	$82	$69,700.00	$105	$89,250.00	$108.83	$92,505.50
#0-24	ADA Compliant Curb Ramp in accordance with City of Midland's design standards and specifications, including all incidentals, transitions and tie-ins	150	EA	$2,500.00	$375,000.00	$2,900.00	$435,000.00	$1,402.86	$210,429.00
#0-25	8" Stamped and Stained Concrete	200	SY	$180	$36,000.00	$150	$30,000.00	$155.58	$31,116.00
#0-26	Steel Encased Concrete Bollard installed according to City of Midland Standards and Specifications	10	EA	$800	$8,000.00	$800	$8,000.00	$1,164.21	$11,642.10
#0-27	Adjust Water Valve Cover to Match 29Pavement and Place Concrete Around Cover	50	EA	$350	$17,500.00	$500	$25,000.00	$1,445.91	$72,295.50
#0-28	Adjust Manhole Lid to Match Pavement and Place Concrete Around Manhole Lid	25	EA	$800	$20,000.00	$600	$15,000.00	$2,923.41	$73,085.25
#0-29	Ty. D HMAC Patching	15000	SF	$12.50	$187,500.00	$12	$180,000.00	$8.88	$133,200.00
#0-30	Traffic Control at Major Arterial	30	DAY	$350	$10,500.00	$400	$12,000.00	$2,266.83	$68,004.90
#0-31	Traffic Control at Intersection of two Major Arterials	20	DAY	$350	$7,000.00	$400	$8,000.00	$2,345.15	$46,903.00
#0-32	Traffic Control at Collector Streets	60	DAY	$350	$21,000.00	$400	$24,000.00	$1,164.45	$69,867.00
#0-33	Traffic Control at Residential Streets	60	DAY	$350	$21,000.00	$400	$24,000.00	$1,164.45	$69,867.00
#0-34	Unspecified Concrete Flat Work on Sloped Surface (Drainage Channel, Draw, or Ditch)SY	150	SY	$85	$12,750.00	$105	$15,750.00	$132.70	$19,905.00
#0-35	Unspecified Concrete Flat Work	150	SY	$85	$12,750.00	$105	$15,750.00	$112.41	$16,861.50
1									
#1-1	Unskilled Labor	1	HR	$18.75	$18.75	$50	$50	$32	$32
#1-2	Skilled Labor	1	HR	$31.25	$31.25	$80	$80	$45	$45
#1-3	Labor Only-Brick Pavers	1	HR	$31.25	$31.25	$80	$80	$45	$45
#1-4	Backhoe With Operator	1	HR	$300	$300	$250	$250	$205	$205
#1-5	Front End Loader With Operator	1	HR	$300	$300	$275	$275	$165	$165
#1-6	12 Cubic Yard Dump Truck With Driver	1	HR	$300	$300	$250	$250	$160	$160
#1-7	Supervisor	1	HR	$60	$60	$85	$85	$145	$145
#1-8	Material Mark-up	1	%	$0.20	$0.20	$0.10	$0.10	$0.25	$0.25
#1-9	All Other Items - to be negotiated separately as necessary	0	EA	No Bid	No Bid	$0	$0	No Bid	No Bid

Bid Summary

682 Bids issued
24 Document takers
3 Bids listed above
0 No Bids were received
679 Bidders did not respond

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#1-8	Material Mark-up	1	%	$0.20	$0.20	$0.10	$0.10	$0.25	$0.25
#1-9	All Other Items - to be negotiated separately as necessary	0	EA	No Bid	No Bid	$0	$0	No Bid	No Bid

Bid Summary

682 Bids issued
24 Document takers
3 Bids listed above
0 No Bids were received
679 Bidders did not respond

THE CITY OF MIDLAND

CONTRACT

26000448R

THIS CONTRACT, effective the 25th day of February, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and 4J Concrete, LLC dba Jordan Concrete, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** An amount not to exceed: $ $1,000,000.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the FY26 Citywide Concrete 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 232 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 4J Concrete, LLC dba Jordan Concrete , 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

Date: 12/09/2025

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

BID NO: 26000448R

CLOSING DATE: **January 7, 2026**

CLOSING TIME: **2: 00 PM**

BIDS WILL BE RECEIVED UNTIL **2: 00 PM** on **1/7/26** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various Locations, Midland, TX**

DESCRIPTION
Labor, equipment, material, supervision, and concrete necessary to complete various projects for the City of Midland in accordance with the attached general notes and city and/or state specifications. This is a Re-Bid.
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: Jordan Concrete
ADDRESS: 4301 n county rd 1140
CITY: Midland STATE: TX ZIP 79705
PHONE NO: 432-312-1595 EMAIL: Rayg@4jcrete.com
DELIVERY CAN BE MADE: yes
AUTHORIZED SIGNATURE: Raymundo Gutierrez

Midland Citywide Concrete Program

GENERAL NOTES

1. The Contractor will not be required to mobilize until a minimum of $15,000.00 of contracted work is identified by the City of Midland.
2. Unless otherwise specified, the concrete used shall be City of Midland Class "C", 3600 PSI, fiber re-enforced.
3. All barricades, signs and traffic control for this project shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.
4. Proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD.
5. The Contractor shall be responsible for the traffic control plan. The Contractor shall plan and layout the work such that no traffic is allowed on new concrete while it is being placed, finished, or curing.
    - Residential streets and minor collectors may be closed during construction; however, access to properties adjacent to the work zone shall be maintained at all times unless otherwise approved by the City. Contractor shall limit the number of consecutive residential and minor collector street closures. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets.
6. All traffic control plans for each project shall be submitted to the City of Midland's Transportation Division (Rick Brown: rbrown@midlandtexas.gov) no less than 48 hours prior to the beginning of construction. It will then be sent to Midland's Traffic Operations Division for final approval before any construction can commence.
7. Payment for traffic control items in this contract shall include the placement of traffic control devices to channelize and or detour motorists around a work zone for multiple days.
8. Payment for traffic control items shall not include the day-time placement of traffic control devices.
9. Payment for traffic control items shall not include the placement of traffic control devices for the installation of sidewalk and for the installation of ADA compliant curb ramps.
10. Contractor shall make an examination of each project site and completely familiarize themselves with the nature and extent of the work to be accomplished. No extra compensation will be allowed for any work made necessary by unusual conditions or obstacles encountered during the progress of the work, which conditions or obstacles are readily apparent upon a visit to the site.
11. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. Copies of the OSHA Standards may be purchased from the U.S. Government Printing Office; information and related reference materials may be obtained from OSHA; 903 San Jacinto, Austin, Texas.
12. Contractor shall comply with all applicable local, state, and federal requirements regarding excesses and waste material, including methods of handling and disposal.
13. Care shall be used to create a safe work area, with minimal impact on the flow of traffic.
14. Any existing pavement, curbs, and/or sidewalk damaged or removed by the contractor that are not part of this contract are to be repaired by the by the contractor to at least the preexisting condition at his expense before acceptance of the work.
15. Contractor shall make all due precautions to protect existing facilities from damage. Any damage to existing facilities incurred as a result of these construction operations are to

be repaired immediately by the contractor to at least the pre-existing condition at no additional cost to the owner.

16. It shall be the responsibility of the contractor to protect cast iron features from damage which may occur during construction. The Contractor shall replace or repair, as directed by the City, any structures damaged during the life of the contract. No payment will be made for repair or replacement of damaged Items.
17. Contractor is responsible for complying with all applicable environmental laws.
18. The project area and surrounding areas that are utilized by the contractor shall be kept in a neat and orderly manner. Project clean up shall be done on a daily basis. Areas that have been chosen by the contractor for storing of material and equipment shall be out of public access and shall not create hazardous conditions for the public. These areas shall be kept in a neat and orderly manner and cleaned on a daily basis. Any revegetation of these areas shall be at the contractor's expense.
19. Any water hauled to the site during the installation shall be paid by the contractor.
20. Whenever a specified project will impede normal business and/or residential ingress and egress, the Contractor shall provide and distribute notice to all impacted residents and property owners at least three (3) days prior to beginning work.
    - Contractor shall indicate application time and when the surface can be used. If necessary, include a map showing closed-off areas.
    - Provide phone numbers of at least two (2) individuals who represent the CONTRACTOR who can be reached at any time during the work.
    - Warn of potential vehicle tow away and other construction issues affecting the neighborhood.
    - Should work not occur on a specified day, contractor shall issue an updated notice.
    - If the City of Midland supplies the Contractor with notices, the Contractor shall distribute the City supplied notices instead of their own three (3) days prior to beginning work.
21. The contractor shall not use any facilities of a private property owner without a written agreement that is furnished to the City of Midland. These facilities shall include but not limited to private properties for storage, water, trash receptacles, etc. All City ordinances must be followed.
22. The contractor shall not place spoils on private property without a written agreement that is furnished to the City of Midland.
23. Control of vehicular and pedestrian traffic is of the utmost importance to the City of Midland. A traffic control plan designed to meet the sequence of construction established by the contractor shall be submitted to the City of Midland's Traffic Operations Division no less than 48 hours prior to the beginning of construction. Construction cannot begin without a traffic control plan approved by the City of Midland's Traffic Operations Division. The plan shall be detailed for the Sequence of work and not generic. The plan shall be followed at all times. The contractor shall place personnel in charge of the traffic control operation who have been trained in flagging procedures and in barricade and signage operations. In the event the traffic control plan or the traffic operation is not being conducted in the correct manner or according to the approved plan, construction activities shall be stopped until the traffic control procedures are corrected.
24. 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.

25. The Contractor is responsible for obtaining all necessary permits and coordinating with the Texas Department of Transportation (TxDOT) for work at all intersections with state highways.
26. **JOINTS**—All concrete pavement joints and any concrete joints located in drainage areas shall be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland (COM) approved equal.
    - The cost of sealing joints shall be incidental to the project.
27. **Manhole/Valve Adjustments—**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 the Mill and Inlay phase.**
    - 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.

ADDITIONAL NOTES

1. All temporary erosion and sedimentation (E & S) control measures must be properly selected, installed, and maintained in accordance with the TCEQ requirements for construction activities, manufacturer's specifications and good engineering practices. Erosion controls protection shall also be placed at storm drain inlets in the work zone. If

inspection indicates a control has been used inappropriately, or incorrectly, the Contractor must replace or modify the control for site situations. The controls must remain in place until disturbed areas are revegetated and the areas have become permanently stabilized.

2. Trash bins must be used to control loose litter, construction debris, and construction chemicals exposed to storm water shall be prevented from becoming a pollutant source for storm water discharges (E.G., screening outfalls, picked up daily).Concrete washout are to be lined with 10ml plastic for all construction activities. Concrete washouts are not allowed to be placed in city streets, sidewalks for storage. Spoil piles are not to be placed in city streets (without appropriate erosion control measures).

jordan concrete

Vendor Name

INSTRUCTIONS TO BIDDERS

Bid # 26000448R

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.

Jordan Concrete		1/15/2026
Company Name		Date
Raymundo Gutierrez		432-312-1595
Authorized Signature		Phone
Raymundo Gutierrez		
Print Above Name		Fax

BID SCHEDULE

Midland Citywide Concrete Program Fiscal Year 2026

The proposed Work provides for the furnishing of materials, equipment, labor, tools, power, and transportation necessary for the Miscellaneous Concrete 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 $1,000,000.00

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 concrete 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.

The City of Midland Transportation Division will assign individual tasks for work to be performed under this contract and will coordinate with the Contractor to determine an acceptable schedule for completion of the proposed work. With the assignment of each work task, the City shall provide plans, details, lists, schematics, and/or other documents as necessary for the Contractor to fully understand the proposed scope of the task.

The owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the owner.

2026 Midland Citywide Concrete Program

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Remove Existing Asphalt Pavement & Base	SF	35,000	$3.50	$122,500.00
2	Remove Existing Curb & Gutter	LF	25,000	$8.00	$200,000.00
3	Miscellaneous Concrete Demolition	SF	5,000	$3.50	$17,500.00
4	Miscellaneous Excavation up to 1’	SF	40,000	$2.50	$100,000.00
5	Miscellaneous Excavation 1’ to 3’	SF	10,000	$3.50	$35,000.00
6	Type “A” Standard Curb & Gutter	LF	35,500	$31.00	$1,100,500.00
7	Type “B” Drop-Lip Curb & Gutter for Inverted Streets	LF	1,000	$25.00	$25,000.00
8	Type “C” Laydown Curb & Gutter	LF	750	$31.00	$23,250.00
9	Type “D” Laydown Curb & Gutter for Inverted Streets	LF	500	$25.00	$12,500.00
10	Type “E” Mountable Curb & Gutter	LF	500	$29.00	$14,500,00
11	Type “F” Saw-tooth Curb & Gutter	LF	250	$29.00	$7,250.00
12	Concrete Fillet (Streets)	SY	2,500	$81.00	$202,500.00
13	Elevated Sidewalk	SF	1,000	$26.00	$26,000.00
14	10’ Wide Concrete Valley Gutter (Streets)	SY	400	$83.00	$33,200.00
15	20’ Wide Concrete Valley Gutter (Streets)	SY	2,000	$83.00	$166,000.00
16	4’ Wide Concrete Valley Gutter (Alleys)	SY	400	$83.00	$33,200.00
17	4’ Wide; 6” Thick Concrete Valley Gutter (Drainage Channel, Draw, or Ditch)	SY	400	$83.00	$33,200.00
18	10’ Wide; 6” Thick Concrete Valley Gutter (Drainage Channel, Draw, or Ditch)	SY	400	$83.00	$33,200.00
19	20’ Wide; 6” Thick Concrete Valley Gutter (Drainage Channel, Draw, or Ditch)	SY	400	$83.00	$33,200.00
20	Concrete Alley Approach	SY	250	$83.00	$20,750.00
21	4” Concrete Sidewalk	SY	3,000	$83.00	$249,000.00
22	8” Concrete Paving on Streets	SY	3,500	$91.00	$318,500.00
23	6” Concrete Paving on Alleys	SY	850	$82.00	$69,700.00

2026 Midland Citywide Concrete Program Cont'd

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
24	ADA Compliant Curb Ramp in accordance with City of Midland's design standards and specifications, including all incidentals, transitions and tie-ins	EA	150	$2,500.00	$375,000.00
25	8" Stamped and Stained Concrete	SY	200	$180.00	$36,000.00
26	Steel Encased Concrete Bollard installed according to City of Midland Standards and Specifications	EA	10	$800.00	$8,000.00
27	Adjust Water Valve Cover to Match Pavement and Place Concrete Around Cover	EA	50	$350	$17,500.00
28	Adjust Manhole Lid to Match Pavement and Place Concrete Around Manhole Lid	EA	25	$800.00	$20,000.00
29	Ty. D HMAC Patching	SF	15,000	$12.50	$187,500.00
30	Traffic Control at Major Arterial	Day	30	$350.00	$10,500.00
31	Traffic Control at Intersection of two Major Arterials	Day	20	$350.00	$7,000.00
32	Traffic Control at Collector Streets	Day	60	$350.00	$21,00.00
33	Traffic Control at Residential Streets	Day	60	$350.00	$21,000.00
34	Unspecified Concrete Flat Work on Sloped Surface (Drainage Channel, Draw, or Ditch)	SY	150	$85.00	$12,750
35	Unspecified Concrete Flat Work	SY	150	$85.50	$12,750.00

2026 Midland Citywide Concrete Program Cont'd; Extra Work

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
40*	Unskilled Labor	HR		$18.75	
41*	Skilled Labor	HR		$31.25	
42*	Labor Only-Brick Pavers	HR		$31.25	
43*	Backhoe With Operator	HR		$300.00	
44*	Front End Loader With Operator	HR		$300.00	
45*	12 Cubic Yard Dump Truck With Driver	HR		$300.00	
46*	Supervisor	HR		$60.00	
47*	Material Mark-up	%		$0.20	
48*	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: $3,605,450.00

SUBMITTED:

Jordan Concrete
CONTRACTOR

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT 4J Concrete L LC

(hereinafter called the Principal), as Principal, and Old Republic Surety Company

(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 Attached Bid (5%) 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 submitted a Bid or Proposal to enter into a certain written Contract with the obligee to FY26 Midland Citywide Concrete Program Contract 26000448.

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.

4J Concrete LLC
Principal

By _____

Address 4301 North County Road 1140
Midland, TX 79705

Old Republic Surety Company
Surety

By _____
Anna Ferries, Attorney-In-Fact

Address 18500 W Corporate Dr, STE 170
Brookfield, WI 53045

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ALEXANDER R. FERRIES, AMY BRAGG, OF MIDLAND, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 25TH day of APRIL, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 25TH day of APRIL, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-3435

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this _____ day of _____, _____.

Karen J. Haffner
Assistant Secretary

DESERT RISK & SAFETY, LLC.

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.**

N/A

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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: 4J concrete LLC, ada Jordan Concrete

Local Address (must be within the City limits): 4301 n county rd 1140

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? 40
3. Year your business was established in the City of Midland: 2015
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: Raymundo Gutierrez Date: 1/15/2026

Printed Name and Title: Raymundo Gutierrez, Concrete manager

SOLICITATION NO. 26000448

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.

Raymundo Gutierrez
Authorized Signature

Concrete Manager
Title

Raymundo Gutierrez
Name (Print)

Jordan Concrete
Company

1/22/2026
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM

BID # 26000448R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: December 19, 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:

1. Will the City consider moving the bid date back 1 week to give more time Due to the two Holidays?
    a. Yes, the City will move the bid date back 1 week to give more time due to the Holidays. New Opening date is Thursday, January 15 at 2:00pm.
2. The City has the Option to renew the contract for up to two additional one-year terms, but there are no provisions for Escalating the Unit Prices for the additional two one-year terms. Will the city consider modifying the Option Year Terms as they did for the Citywide Paving & Drainage contract, to give the contractor a means to recover material and labor cost increases in the option years?
    a. Language has been added to allow the Contractor to adjust their unit prices during the renewal process.
3. When a contract is awarded and the Contractor acquires Performance & Payment Bonds they receive an invoice at that time. Most contractors put the Bond premium in Mobilization so they can bill for the money to pay the Bond premium and other miscellaneous up-front costs. There is no item for Project Mobilization to put the P&P Bond premium or other up-front costs. Will the city consider adding a Project Mobilization item (Lump sum)?
    a. The City does not anticipate adding a separate Mobilization pay item to the Citywide Concrete Program. Bidders should include the cost of performance and payment bonds and other up-front/overhead costs in their unit bid prices. This program consists of smaller-scope work performed through monthly

invoices, and the City's payment structure remains based on measured quantities of completed work.

4. Traffic Control is paid by the EA for the various types of streets (Arterial, Collector, Residential), but If the Contractor Doesn't know the scope, size or location of the projects how can they put a Per Each price on Traffic control? If the city would consider changing the Unit to per "Day", at least the contractor could give a more responsible unit price.
    a. The unit has been changed to per "day" for traffic control items.
5. In the Extra Work Items, there is no Hourly rate for a Supervisor/Foreman. How does the City intend to pay for Supervision?
    a. A pay item has been added for supervisor at an hourly rate.

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

All other terms and conditions shall remain the same.

Jordan Concrete
Company Name

Raymundo Gutierrez
Bidder Authorized Signature

1/15/2026
Date

Raymundo Gutierrez
Please Print Above Name

432-312-1595
Phone

A Message for Our Vendors

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

Vision Statement

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

Mission Statement

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

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

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

Core Values

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

Vendor & Contractor Communication

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

Strategic Plan

1. Strong Economy with More Quality Jobs

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

2. Set the Standard for a safe and secure City

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

3. Quality of Life and Place

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

4. Transparent and Consistent Communication

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

5. Provide Sound Governance and Fiscal Management

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

and other facilities, with a standard of excellence.

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

6. Strengthen and Sustain Our Infrastructure

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

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

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

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

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

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

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

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250002 09/19/2025

Superseded General Decision Number: TX20240002

State: Texas

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

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

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

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

Modification Number	Publication Date
0	01/03/2025

1 09/19/2025

* SUTX2011-002 08/02/2011

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

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 OF MIDLAND

ADDENDUM

BID # 26000448R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: January 7, 2026

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. I am looking at the proposal documents for Bid # 26000448R on January 15, 2026 and Addendum #1 states that the traffic control items have been changed to per “day” and a pay item for supervisor at hourly rate has been added. I do not see these two changes on the Bid Schedule or the Bid Table. Please advise.

A1. The Bid Schedule and Bid Table have been updated to reflect the changes noted in Addendum #1. Please re-download these documents to view the most current version.

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

All other terms and conditions shall remain the same.

Jordan Concrete
Company Name

Raymundo Gutierrez
Bidder Authorized Signature

1/15/2026
Date

Raymundo Gutierrez
Please Print Above Name

432-312-1595
Phone

City Council Meeting

Item Number: 7.
Meeting Date: February 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A SKID STEER LOADER FROM KUBOTA TRACTOR CORPORATION D/B/A KAIGE KUBOTA, LLC THROUGH BUYBOARD AT A TOTAL COST OF $101,983.82; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of one (1) Skid Steer Loader from Kubota Tractor Corporation dba Kaige Kubota, LLC, through Buyboard contract #706-23 for a total cost of $101,983.82 for the Garage Division.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The Garage Division is requesting the purchase of one (1) Skid Steer Loader from Kubota Tractor Corporation dba Kaige Kubota, LLC through Buyboard contract #706-23. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2026 is $97,289.00. This equipment is a replacement. Please see attached memos from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) Skid Steer Loader from Kubota Tractor Corporation dba Kaige Kubota, LLC, through Buyboard contract #706-23 for a total cost of $101,983.82 for the Garage Division.

Attachments:
A. 2026 memo for skid steer loader for transportation
B. Justification
C. RESOLUTION WITH EXHIBIT - Buyboard - Skid Steer Loader Reso w Exh

D. CITY OF MIDLAND SKID STEER QUOTE
E. Pictures

Erika Munoz, General Services	Created/Initiated - 2/11/2026
Regina Stephenson, General Services	Approved - 2/12/2026
Christy Weakland, Finance	Approved - 2/12/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: BuyBoard contract # 706-23 for a Skid Steer Loader

DATE: 02/06/26

Fleet services is requesting the purchase of (1) one new skid steer loader for the Transportation department. The loader will be a replacement for a 2006-year model that has a worn-out engine and the cost to replace it exceeds the total value of the loader. The budgeted amount for the purchase of a new loader for FY26 is $97,289.

Kaige Kubota of Odessa has submitted a quote through BuyBoard Contract #706-23 for the purchase of one Kubota loader in the amount of $101,983.82.

Fleet services will accept this quote from Kaige Kubota which meets all the specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

TO: General Services

FROM: Jesse Zamora

DATE: 2/06/2026

SUBJECT: Justification for Cost Adjustment – Kubota SVL97-3HFCC Skid Steer

The higher auxiliary hydraulic flow of the Kubota allows us to operate a wider range of attachments without overheating the hydraulic system. This is especially beneficial for our everyday applications and supports future plans to purchase a mowing deck attachment (see attached picture).

Additionally, the price increase includes the addition of a breaker/striker hammer attachment (see attached picture). This attachment will be beneficial for concrete repair work and for recycling materials in our stockpile yard on Cuthbert Drive.

Horsepower

- Caterpillar 255 C3H3: 74 horsepower
- Kubota SVL97-3HFCC: 96.4 horsepower

The increased horsepower of the Kubota provides improved performance and efficiency for our daily operations.

Dimensions

- Caterpillar height: 83.3 inches
- Kubota height: 83.1 inches

Both machines are comparable in size, with no impact to access or clearance requirements.

Auxiliary Hydraulics

- Caterpillar flow rate: 30 GPM
- Kubota flow rate: 4 1.2 GPM

Sincerely,

Jesse Zamora

Transportation Superintendent





MANUFACTURER	**Toku—Striker**
MODEL	**TNB-7J**
SERIAL NUMBER	**TBD**
Condition	**New**
Impact Class	**2,000 ft/lbs**
Working Weight	**2,090 lbs**
Operating Pressure	**2,030-2,610 psi**

Oil Flow	**21.1-31.7 gpm**
Chisel Diameter	**4.13 in**
Hose Size	**.625 in**
Base Carrier	**8-14 ton**
Tool Box	**Included**
Top Cap	**Per Customer**
Warranty	**3yr Mech./ 1yr Seals**

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A SKID STEER LOADER FROM KUBOTA TRACTOR CORPORATION D/B/A KAIGE KUBOTA, LLC THROUGH BUYBOARD AT A TOTAL COST OF $101,983.82; AND AUTHORIZING PAYMENT

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

WHEREAS, Kubota Tractor Corporation d/b/a Kaige Kubota, LLC (the "Seller") submitted a total proposed cost to the City of $101,983.82 for the purchase of a skid steer loader (the "Equipment") through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by the Seller through Buyboard for the purchase of the Equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase the Equipment from the Seller through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Equipment from the Seller through Buyboard at a total cost of $101,983.82.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay the Seller for the purchase of the Equipment from funds available in the Garage Fund Operating Budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

Council members voting "AYE":

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Contract Numbers:
GM - #706-23
CE - #785-25

SVL97-3HFCC WEB QUOTE #2937344
Date: 1/27/2026 11:17:40 AM
-- Customer Information --
ZAMORA, JESSE
CITY OF MIDLAND
JZAMORA@MIDLANDTEXAS.GOV
432-685-7147

Quote Provided By
Kaige Kubota
JAKOLBEY ACOSTA
1401 W I-20
Odessa, TX 79766
email:
JAKOLBEY.ACOSTA@KAIGEKUBOTA.COM
phone: 4323383706

-- Standard Features --

Kubota

S Series SVL97-3HFCC

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES

Final Tier 4 Certified Kubota Diesel Engine
Electronic Travel Torque Management System
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS/FOPS
Optional enclosed and pressurized cab with A/C
High Back, Adjustable, Vinyl, Suspension Seat
Heated, Air Suspension Seat Standard on Cab Models
2" Retractable Seat Belt And 2-Piece Seat Bar
12V Electric Outlet
23.1 gpm Auxiliary Hydraulics Standard, 41.2 gpm Option
Case Drain Line
Rigid Mounted Undercarriage, 5 Lower Track Rollers
High Grip Rubber Tracks, 17.7" Standard
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Variable Displacement Pumps
KubotaNOW Telematics Standard
Lockable DEF Cap Guard
Hydraulic Joystick Controls
ISO Operating Pattern
Dial Knob and Foot Throttle Controls
Decelerator Pedal
Stall Guard Engine Controls
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Key Switch Stop System
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperatur, DEF, and Fuel Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap

BASIC UNITS

SVL97-3HFCC, 17.7" Rubber Tracks,
Open ROPS/FOPS Cab w/ Cold-weather CCV Package,
Hydraulic Quick Coupler, Flow Auxiliary Hydraulics, KSR

OPERATIONAL DIMENSIONS

Operating Weight* 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler
11,676 lbs.
Rated Operating Capacity (ROC) @ 35%
of Tipping Load complies with ISO 14397-1
and SAE J 818) 3,511 lbs.
Rated Operating Capacity (ROC) @ 50%
of Tipping Load 4,850 lbs.
Tipping Load 9,700 lbs.
Auxiliary Hydraulics Flow 23.1/ 41.2 gpm
Travel Speed (Low / High) 5.5 / 8.4 mph
Reach @ Maximum Height 40.7"
Height to Hinge Pin 128.6"
Ground Pressure 4.5 psi.

* Includes operator's weight, 175 lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
96.4 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.1"
Width (without attachment) 77.2"
Length (without attachment) 123.7"
Length of Track on Ground 65.6"

-- Custom Options --

SVL97-3HFCC Base Price:	$105,522.00
Selected Kubota Attachments	
(1) AT&T TIER 3 TELEMATICS MODEM DCU6770-AT&T TIER 3 TELEMATICS MODEM	$490.00
(1) 80" Heavy Duty, Low Profile, Standard Floor, Cutting Edge, Side Cutter, 16.9 cu-ft heaped capacity AP-HD80LC-80" Heavy Duty, Low Profile, Standard Floor, Cutting Edge, Side Cutter, 16.9 cu-ft heaped capacity	$2,766.00
(1) HOSE STAY FOR SSV/SVL MODELS S6763-HOSE STAY FOR SSV/SVL MODELS	$119.00
Total Kubota Attachments:	$3,375.00
Total Attachments:	$3,375.00
Configured Price:	$108,897.00
BUY BOARD Discounts:	
Kubota Items:	($26,135.28)
Total Discount:	($26,135.28)
SUBTOTAL:	$82,761.72
2Yr SVL97-3HFCC Extended Warranty	$3,150.00
Kubota Item Fees:	
Dealer Assembly:	$18.33
Freight Cost:	$831.25
PDI:	$400.00
Total Unit Price:	$87,161.30
Quantity Ordered:	1
LP 8180 APBR56003,23	$14,822.52
Final Sales Price:	$101,983.82

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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BuyBoard Cooperative Purchasing

Contract Numbers:
GM - #706-23
CE - #785-25

SVL97-3HFCC WEB QUOTE #2937344
Date: 1/27/2026 11:17:40 AM

-- Customer Information --
ZAMORA, JESSE
CITY OF MIDLAND
JZAMORA@MIDLANDTEXAS.GOV
432-685-7147

Quote Provided By
Kaige Kubota
JAKOLBEY ACOSTA
1401 W I-20
Odessa, TX 79766
email:
JAKOLBEY.ACOSTA@KAIGEKUBOTA.COM
phone: 4323383706

-- Standard Features --

Kubota

S Series SVL97-3HFCC

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES

Final Tier 4 Certified Kubota Diesel Engine
Electronic Travel Torque Management System
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS/FOPS
Optional enclosed and pressurized cab with A/C
High Back, Adjustable, Vinyl, Suspension Seat
Heated, Air Suspension Seat Standard on Cab Models
2" Retractable Seat Belt And 2-Piece Seat Bar
12V Electric Outlet
23.1 gpm Auxiliary Hydraulics Standard, 41.2 gpm Option
Case Drain Line
Rigid Mounted Undercarriage, 5 Lower Track Rollers
High Grip Rubber Tracks, 17.7" Standard
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Variable Displacement Pumps
KubotaNOW Telematics Standard
Lockable DEF Cap Guard
Hydraulic Joystick Controls
ISO Operating Pattern
Dial Knob and Foot Throttle Controls
Decelerator Pedal
Stall Guard Engine Controls
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Key Switch Stop System
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperatur, DEF, and Fuel Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap

BASIC UNITS

SVL97-3HFCC, 17.7" Rubber Tracks,
Open ROPS/FOPS Cab w/ Cold-weather CCV Package,
Hydraulic Quick Coupler, Flow Auxiliary Hydraulics, KSR

OPERATIONAL DIMENSIONS

Operating Weight* 17.7" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler
11,676 lbs.
Rated Operating Capacity (ROC) @ 35%
of Tipping Load complies with ISO 14397-1
and SAE J 818) 3,511 lbs.
Rated Operating Capacity (ROC) @ 50%
of Tipping Load 4,850 lbs.
Tipping Load 9,700 lbs.
Auxiliary Hydraulics Flow 23.1/ 41.2 gpm
Travel Speed (Low / High) 5.5 / 8.4 mph
Reach @ Maximum Height 40.7"
Height to Hinge Pin 128.6"
Ground Pressure 4.5 psi.

* Includes operator's weight, 175 lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
96.4 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.1"
Width (without attachment) 77.2"
Length (without attachment) 123.7"
Length of Track on Ground 65.6"

-- Custom Options --

SVL97-3HFCC Base Price:	$105,522.00
Selected Kubota Attachments	
(1) AT&T TIER 3 TELEMATICS MODEM DCU6770-AT&T TIER 3 TELEMATICS MODEM	$490.00
(1) 80" Heavy Duty, Low Profile, Standard Floor, Cutting Edge, Side Cutter, 16.9 cu-ft heaped capacity AP-HD80LC-80" Heavy Duty, Low Profile, Standard Floor, Cutting Edge, Side Cutter, 16.9 cu-ft heaped capacity	$2,766.00
(1) HOSE STAY FOR SSV/SVL MODELS S6763-HOSE STAY FOR SSV/SVL MODELS	$119.00
Total Kubota Attachments:	$3,375.00
Total Attachments:	$3,375.00
Configured Price:	$108,897.00
BUY BOARD Discounts:	
Kubota Items:	($26,135.28)
Total Discount:	($26,135.28)
SUBTOTAL:	$82,761.72
2Yr SVL97-3HFCC Extended Warranty	$3,150.00
Kubota Item Fees:	
Dealer Assembly:	$18.33
Freight Cost:	$831.25
PDI:	$400.00
Total Unit Price:	$87,161.30
Quantity Ordered:	1
LP 8180 APBR56003,23	$14,822.52
Final Sales Price:	$101,983.82

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.43


DEERE
MIDLAND


Kubota
KSR
SVL
97-3

City Council Meeting

Item Number: 8.
Meeting Date: February 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A CURRAHEE 13-YARD REAR LOADER REFUSE TRUCK FROM VANGUARD TRUCK CENTER OF HOUSTON THROUGH THE INTERLOCAL PURCHASING SYSTEM AT A TOTAL COST OF $199,273.80; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of one (1) 13 yard Rear Loader Refuse Truck from Vanguard Truck Center of Houston, through TIPS contract #240901 for a total cost of $199,273.80 for the Solid Waste Division.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Solid Waste unappropriated fund balance and will be appropriated for this purpose.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The Solid Waste Department is requesting the purchase of one (1) 13 yard Rear Loader Refuse Truck from Vanguard Truck Center of Houston, through TIPS contract #240901. 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. This truck is a new addition to the fleet. Please see attached memo from Shaquawanna Carter, Assistant Director of Solid Waste, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) 13 yard Rear Loader Refuse Truck from Vanguard Truck Center of Houston, through TIPS contract #240901 for a total cost of $199,273.80 for the Solid Waste Department.

Attachments:
A. Supporting Agenda Memo - 13 yard Rear Loader February 2026

B. RESOLUTION WITH EXHIBIT - TIPS - Rear Loader Refuse Truck Reso w Exh
C. non-CDL rear loader

Erika Munoz, General Services	Created/Initiated - 2/11/2026
Regina Stephenson, General Services	Approved - 2/13/2026
Christy Weakland, Finance	Approved - 2/13/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

INTEROFFICE MEMORANDUM

TO: **Erika Martinez, Assistant General Services Director**

FROM: **Shaquawanna Carter, Assistant Director of Solid Waste**

SUBJECT: **13 Yard Currahee Rear Loader**

DATE: **February 10, 2026**

Solid Waste is seeking approval to purchase a new rear loader. The following are included with the purchase:

(1) 13 Yard Non CDL Rear Loader

The rear loader will be utilized to assist the litter collector crew with proper disposal of loose debris collected within the City of Midland.

The rear loader will be purchased from Vanguard Truck Centers. With the absence of the requirement to acquire a CDL, the rear loader will provide accessibility for a non-CDL driver to operate the vehicle in the same capacity. Funds for the purchase are included in the FY2026 budget.

Please consider a resolution approving the purchase of one (1) 13-yard Currahee Rear Loader in the amount of $199,273.80.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A CURRAHEE 13-YARD REAR LOADER REFUSE TRUCK FROM VANGUARD TRUCK CENTER OF HOUSTON THROUGH THE INTERLOCAL PURCHASING SYSTEM AT A TOTAL COST OF $199,273.80; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, The Interlocal Purchasing System ("TIPS") is a cooperative purchasing agency with which the City of Midland (the "City") participates with on purchases through a cooperative purchasing program in accordance with Tex. Loc. Gov't Code § 271.102; and

WHEREAS, Vanguard Truck Center of Houston (the "Seller") has submitted a total proposed cost to the City of $199,273.80 for the purchase of a Currahee 13-yard rear loader refuse truck (the "Vehicle") through TIPS, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by the Seller through TIPS, for the purchase of the Vehicle to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase the Vehicle from the Seller through TIPS;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Vehicle from the Seller through TIPS at a total cost of $199,273.80.

SECTION TWO. That $199,273.80 is available in the Solid Waste unappropriated fund balance and shall be appropriated to a project established by the City of Midland Finance Department.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay the Seller for the Vehicle 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

Exhibit A

New Vehicle Purchase Agreement

VANGUARD TRUCK CENTER OF HOUSTON
12935 Crosby Fwy
Houston TX 77049
Phone: (281) 677-2200

01/27/2026
DE-26373
PROS-026169
Lucas DeVilliers

PROS-026169
CITY OF MIDLAND
1701 ORCHARD LN
MIDLAND TX 79701
P:(432) 685-7100 | F:

CITY OF MIDLAND
1701 ORCHARD LN
MIDLAND, TX 79701

Stock#: **TBD** **New 2027 MACK MD7** **Price:** **$108,237.00**
Currahee 13yd Rear Loader $91,036.80

Total Price **$199,273.80**
Total **$199,273.80**

VANGUARD TRUCK CENTERS TIPS CONTRACT # 240901

MACK MD7 NON CDL COMPLETE W/ 13YD CURRAHEE REAR LOADEDR

VANGUARD TRUCK CENTERS (the "COMPANY") SELLS THIS VEHICLE ON AN "AS IS WHERE IS" BASIS AND MAKES NO WARRANTIES AS TO SAID VEHICLE'S, EXPRESS, IMPLIED, OR IMPLIED BY LAW, AND COMPANY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES OF THE VEHICLE ARE THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER, WHICH IS NOT INCORPORATED HEREIN BY REFERENCE. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS ON THE REVERSE SIDE. NO VEHICLES ARE HELD MORE THAN 5 DAYS WAITING FOR CREDIT APPROVAL.

DATE ACCEPTED: _____ BY: _____

Email-lucas.devilliers@vanguardtrucks.com
Lucas DeVilliers
SALES REPRESENTATIVE

_____
SALES MANAGER

_____ _____
(PRINT NAME OF PURCHASER) (TITLE)
CITY OF MIDLAND (432) 685-7100
(BUSINESS NAME) (PHONE)
1701 ORCHARD LN
ADDRESS
MIDLAND TX 79701
CITY, STATE, ZIP

Date 01/27/2025
Quote # 172 Quote
Valid for 30 Days

Heil Of Texas

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

Customer
City of Midland

Address
1701 Orchard Ln, Midland TX 79701

Body Model	Size13 Yard Non CDL
Currahee	Rearloader



Options Included

13 Cubic Yard Factory Mount	18x18x24 box
Winch Lip & Latch	body front strobes
3/16 floor	side body reverse lights
Hopper Liner	street side buzzer
Rear Mud Flap	rear camera
single 20 extinghuisher	pump hour meter

Total Quote Price $ 91,036.80

Signature: _____
Date: _____

CUSTOMER PROPOSAL



PREPARED FOR

DATE

2/13/2026

PREPARED BY

VANGUARD TRUCK CENTER OF HOUSTON, LLC
12935 CROSBY FWY
HOUSTON
TX 77049-1894

QUOTE INFORMATION

VANG2025000283F265
MD7 42R
Qty: 1



TECHNICAL SPECIFICATION

MD7 42R

	CUSTOMER/VEHICLE INFO	DESCRIPTION
S	CHASSIS (BASE MODEL)	MD742 - GEN2 - 42R MEDIUM DUTY, CLASS 7 w/ 6.7L, (MAX 33,000lbs GVWR) 107" BBC
	VEHICLE USE & BODY/TRAILER TYPE	FLATBED TRUCK
	VEHICLE VOCATION	PICKUP & DELIVERY / SHORT HAUL SERVICE
S	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	TYPE OF SERVICE	COMMERCIAL
	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements
	INTENDED REGISTRATION LOCATION	TEXAS
S	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION
	EMISSION WARRANTY CERTIFICATION	EPA (only) Cummins Diesel 6.7L
S	INITIAL REGISTRATION LOCATION	USA REGISTRATION
S	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S	OPERATING TERRAIN GRADE CONDITIONS	CITY, STARTING GRADES<6%
S	LOADING SURFACE FACTOR	ASPHALT LOADING AND / OR UNLOADING SURFACE
	ROAD SPEED LIMITER SETTING	113 KM/H ROAD SPEED LIMITER (70MPH)
S	OPERATING CLASS	OPERATING CLASS 7; 33000lb GVWR

	ENGINE & TRANSMISSION	DESCRIPTION
S	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2016
	ENGINE / MOTOR	ISB6.7-325 DIESEL CUMMINS 325HP @ 2600RPM (GOV) 750 LB-FT, US21
	TRANSMISSION	3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION
S	FUELSENSE CALIBRATION	ALLISON FUELSENSE, NEUTRAL AT STOP
S	TRANSM AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE

	ENGINE & TRANSMISSION EQUIPMENT	DESCRIPTION
	ENGINE BRAKE TYPE	VGT TURBO EXHAUST BRAKE (DIESEL ONLY)
	CRUISE CONTROL	CRUISE CONTROL
S	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE
	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH
S	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)
S	ENGINE BLOCK HEATER	120 VOLT / 0.75 KW, ENGINE BLOCK HEATER
S	POWER TAKE OFF CONTROL	WITHOUT POWER TAKE OFF CONTROL

	AXLE & SUSPENSION	DESCRIPTION
S	FRONT AXLE	12,000LB MERITOR MFS+ 5400 KG
S	SPRINGS - FRONT	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING
S	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+
S	PARKING BRAKE VALVE	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING
S	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
	REAR AXLE - SINGLE	21000# (9525 kg) MERITOR RS-21-160, (W/ DIFF LOCK) CASING 11.0mm
	REAR SUSPENSION - SINGLE	23000# (10432kg) MULTILEAF
	SUSPENSION LEVELLING DEVICE (CA in PC29 only)	WITHOUT SUSPENSION LEVELLING DEVICE
S	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+
	REAR AXLE RATIO	RATIO 5.63, REAR AXLE

CHASSIS EQUIPMENT		DESCRIPTION
	DPF DIESEL PARTICULATE FILTER	CUMMINS SINGLE MODULE E.A.T.S. RH SIDE UNDER CAB US17 (7L over 271HP only!!)
S	EXHAUST	UNDERFRAME RIGHT SIDE INBOARD MOUNTED (Diesel engines only)
S	BODY BUILDER MODULE	EL PREP KIT, TMC RP1404 EL. INTERFACE NO BODYBUILDER MODULE

FRAME EQUIPMENT & FUEL TANKS		DESCRIPTION
	WHEELBASE	217" Wheelbase (150" CA) 85" After-frame
S	FRAME RAILS	STEEL - 260MM X 70MM X 8MM -- (10.24" X 2.75" X 0.31"); RBM 1,580,000 LB-IN
	PRIMARY FUEL FILTER	DAVCO 245 FUEL FILTER/SEP/PRIME PUMP/12V PRE-HEAT (Diesel engines only)
	FUEL TANK - LH	90 GALLON (340 L) 22" ALUMINUM ROUND

CAB INTERIOR		DESCRIPTION
S	KEY TYPES FOR DOORS	BASIC UNIQUE KEY
S	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)
S	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
S	PARK BRAKE ALARM	PARK BRAKE ALARM, SOUNDS IF BRAKE OFF & DRIVER'S DOOR OPENED
S	BACK-UP ALARM	WITHOUT BACK-UP ALARM
S	AIR RESTRICTION INDICATOR	MECHANICAL, GRADUATED, ON FILTER
S	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF
S	FIRE EXTINGUISHER	WITHOUT FIRE-EXTINGUISHER
S	WARNING TRIANGLE	WITHOUT WARNING TRIANGLE
S	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND, W/ MUTE IN REVERSE
S	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH
S	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO
S	AUDIO SHUTOFF	AUTOMATIC AUDIO SHUTOFF, REVERSE ENGAGED
S	COMMUNICATION EQUIPMENT	FACTORY INSTALLED GEOTAB FLEET MANAGEMENT SYSTEM
S	INTERIOR TRIM	PREMIUM SATIN FINIFH INTERIOR TRIM, WITH OVERHEAD STORAGE CONSOLE
S	SEAT - DRIVER'S	MACK-AIR, VINYL HIGH BACK, 1 CHAMBER AIR LUMBAR
	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED
	DRIVERS SEAT UPHOLSTERY	DRIVERS SEAT UPHOLSTERY, VINYL
S	SEAT - PASSENGER'S	MACK-FIXED, VINYL HIGH BACK
	PASSENGER SEAT	FIXED PASSENGER SEAT
	PASSENGERS SEAT UPHOLSTERY	PASSENGERS SEAT UPHOLSTERY, VINYL
S	SEAT BELT(S)	ALL SEAT BELTS - ADJUSTABLE D-RING, BLACK
S	STEERING WHEEL ADJUSTMENT	TILT / TELESCOPIC STEERING COLUMN
S	STEERING WHEEL SWITCHES	FLAT BOTTOM STEERING WHEEL, WITH BUTTON CONTROLS
S	BODY BUILDER INTERFACE	BODY BUILDER CONNECTIONS (on/in vehicle) Diesel Vehicles

CAB EXTERIOR		DESCRIPTION
S	CAB SUSPENSION TYPE	CAB SUSPENSION TYPE, AIR
	HEADLAMPS	HEADLAMPS, LED - HEATED
	HOOD RADIATOR GRILLE, FINISH	HOOD RADIATOR GRILLE FINISH, BRIGHT CHROME
	FRONT BUMPER FINISH	STEEL FRONT BUMPER, BRIGHT FINISH
S	DOOR / WINDOW FEATURES	ELECTRIC WINDOWS AND DOOR LOCKS
S	DOOR WINDOW FRONT	PEEP WINDOW ON PASSENGER SIDE DOOR
	MIRRORS - EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, CHROME (Bulldog mirror)

CAB EXTERIOR		DESCRIPTION
S	GRAB HANDLES	EXTERIOR GRAB & DOOR HANDLES

WHEELS & TIRES	DESCRIPTION
TIRES BRAND/TYPE - FRONT	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs) (Total for QTY = 2)
WHEELS - FRONT	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 2)
FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS
TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 4)
WHEELS - REAR	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 4)
REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS

PAINT		DESCRIPTION
S	PAINT TYPE	SOLID PAINT
S	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029

BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
S	ENGINE TOWING WARRANTY	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)
S	VEHICLE WARRANTY TYPE	NORMAL DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	CHASSIS PLAN 24 MO/UNLIMITED MI NORMAL DUTY PROTECTION PLAN
S	ENGINE WARRANTY	CUMMINS ENGINES B6.7 (Contact Cummins for Standard Warranty and Extended Coverage Details)
S	EMISSION COMPONENT COVERAGE	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)
S	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 24 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD CHASSIS TOWING 90 DAYS OR 5,000 MILES

SERVICES		DESCRIPTION
S	MACK ONECALL AND ASIST	MACK ONECALL AND ASIST - 12 MONTH
S	PARTNERED SERVICES	GEOTAB FOR MACK TRUCKS - 6 MONTH

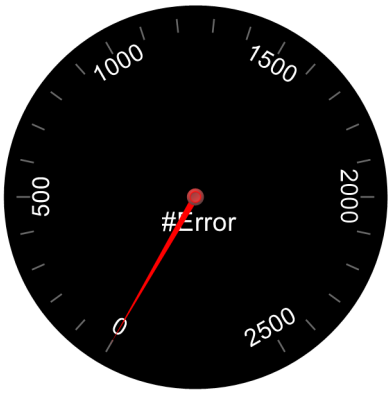
PERFORMANCE - PREDICTOR

VEHICLE SPECIFICATION SUMMARY		
Model		CS 42R MEDIUM DUTY, CLASS 7
Gross Combination Weight		TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
Vehicle Application		CITY, STARTING GRADES<6%
Body/Trailer Type		FLATBED TRUCK
Loading/Unloading Surface Type		ASPHALT LOADING AND / OR UNLOADING SURFACE
Engine		ISB6.7-325 DIESEL CUMMINS 325HP @ 2600RPM (GOV) 750 LB-FT, US21
Peak Power	HP	325.0 @ 2300 - 2450
Peak Torque	Newton Meters	1017 @ 1600
Transmission		3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION
Rear Axle		21000# (9525 kg) MERITOR RS-21-160, (W/ DIFF LOCK) CASING 11.0mm
Rear Axle Ratio		5.63
Rear Tire		11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY)
Tire Revolutions per	Mile	493
Total Reduction		3.66

CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ Desired Cruise Speed	70.2	MPH	2109	1500 - 2600 rpm	OK
Engine RPM @ Max Pedal Speed (MPS)	0.0	MPH	0	< 2600 rpm	OK
Minimum Practical Speed In Reverse	2.6	MPH	600		
Maximum Practical Speed in Reverse	11.2	MPH	2600		
	Concrete / Asphalt		UOM		
Wheel HP Required at (65 MPH) Cruise Speed	59.1 / 71.0		HP		
Wheel HP Required at (75 MPH) Road Speed Limit	59.1 / 71.0		HP		
Wheel HP Required at (92 MPH) Top Speed	76.9 / 92.3		HP		

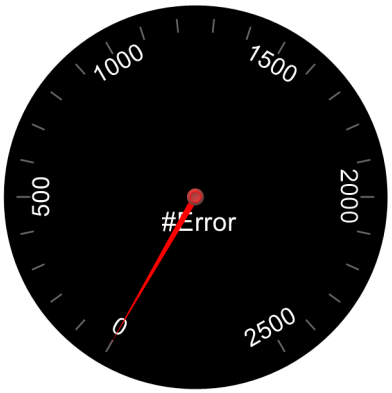
VEHICLE SPECIFICATION SUMMARY			
Gradeability	Calculated Value	Recommended Min. Gradeability at Cruise	
Maximum in Top Gear (Gradeability at Cruise)	2.9%	1.2%	OK
Startability		Recommended Min. Startability	
In Lowest Gear	28.9%	6.0%	CHECK!

#Error





RPM at Cruise Speed





	MPH	RPM
Minimun of Engine Range		
Minimum of Economy Range		
Cruise Speed		
Maximum of Economy Range		
Road Speed Limit		
Maximum of Engine Range		

Forward Geared Speed

No Data Available

Reverse Geared Speed

No Data Available

Startability

No Data Available

Gradeability at Max Torque

No Data Available

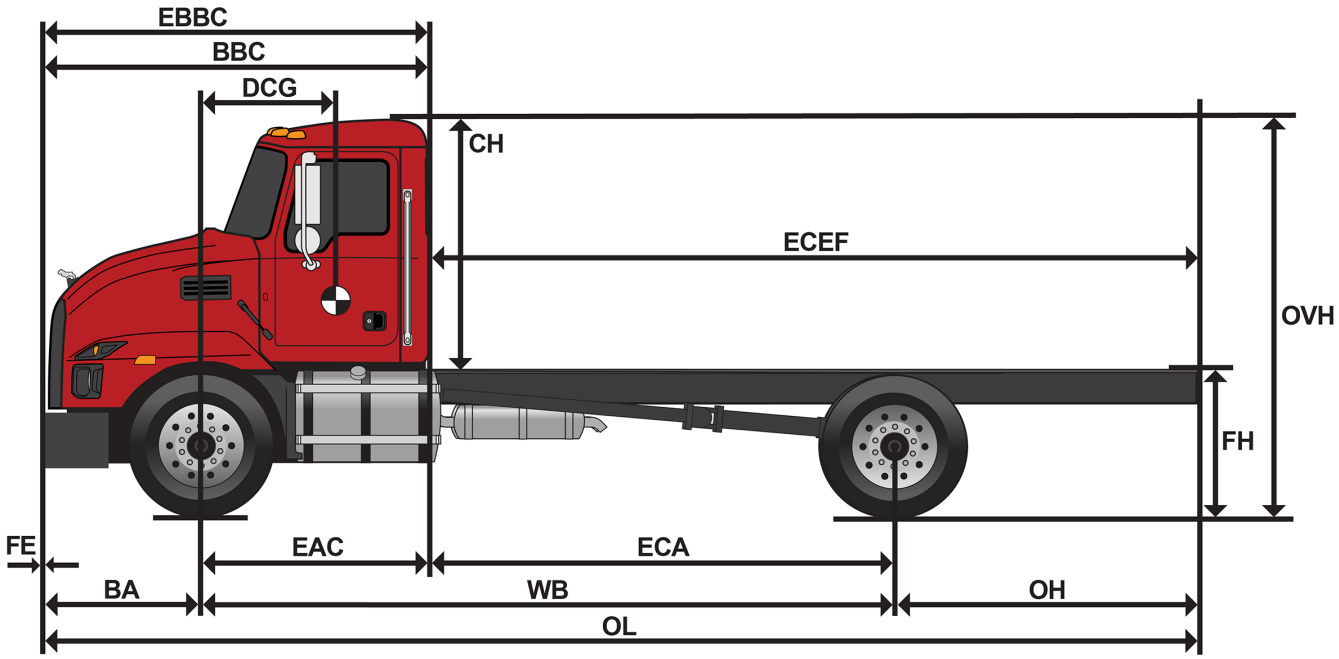
Shift Chart

No Data Available

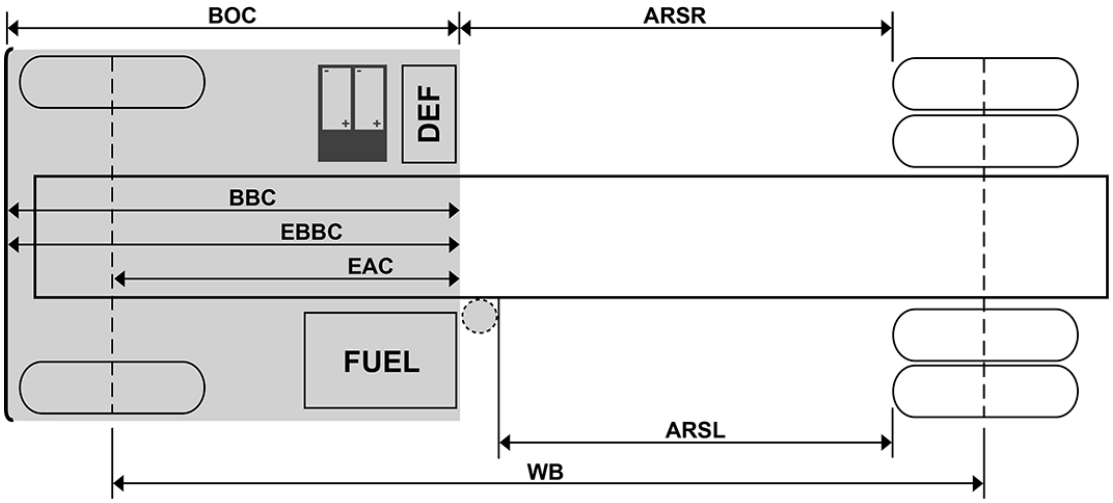
Horsepower VS. Speed

No Data Available

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
Front Frame Extension	**FE**	0.0	INCHES
Bumper to Front Axle	**BA**	40.0	INCHES
Eff. Bumper to Front Axle	**N/A**	40.0	INCHES
Wheelbase	**WB**	216.9	INCHES
Rear Overhang	**OH**	85.0	INCHES
Overall Length	**OL**	342.0	INCHES
Bumper to Back of Cab	**BBC**	107.0	INCHES
Eff. Bumper to Back of Cab	**EBBC**	107.0	INCHES
Eff. Cab to Rear Axle	**ECA**	149.9	INCHES
Eff. Front Axle to Back of Cab	**EAC**	67.0	INCHES
Eff. Cab to End of Frame	**ECEF**	235.0	INCHES
Unladen Frame Height	**FH**	40.9	INCHES
Cab Height	**CH**	69.1	INCHES
Overall Height	**OVH**	110.0	INCHES
Driver CG	**DCG**	59.1	INCHES

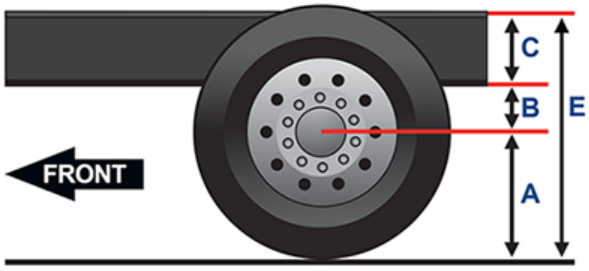


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)

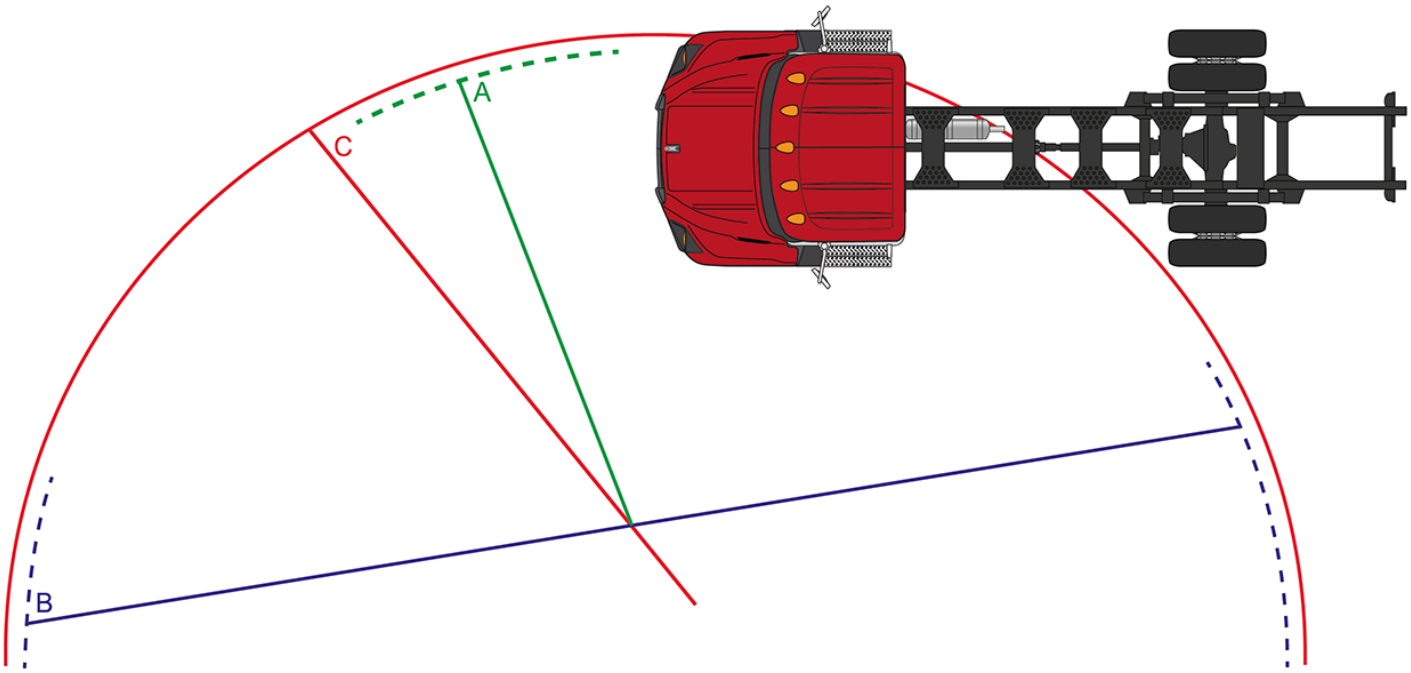


Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
			Rear		
Description	Sales Code	Dwg Ref	Unladen	Laden	UOM
Tire Radius	901090	**A**	21.1	19.6	INCHES
Suspension Height	26000D	**B**	9.5	8.0	INCHES
Frame Depth	YBXD1X	**C**	10.2	10.2	INCHES
Total Height	N/A	**E**	40.9	37.8	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
SAE Turning Radius	**A***	31.5	FEET
Adjusted Turning Radius	**A**	32.6	FEET
Curb-to-Curb Diameter	**B**	66.1	FEET
Wall-to-Wall Diameter	**C**	77.7	FEET



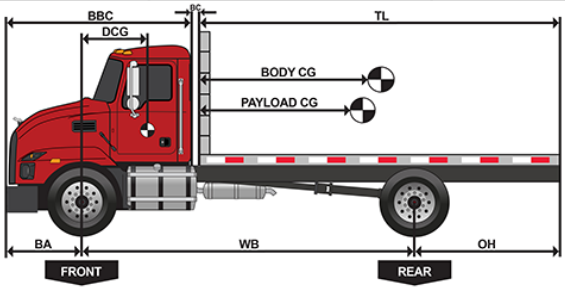
Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components

Inputs Required	DWGRef	Inputs	UOM
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	40.0	INCHES
Wheelbase	N/A	WB	216.9	INCHES
Rear Overhang	N/A	OH	85.0	INCHES
Bumper to Back of Cab	N/A	BBC	107.0	INCHES
BOC Exhaust Space	130AA9	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	59.1	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	6674	3856	10530	LB
Driver(s) & Equipment Weight	147	55	201	LB
Fuel	521	86	607	LB
Body/Trailer	0	0	0	LB
Total Tare	7341	3997	11337	LB
Payloads				
Total - Lift Axles Down	7341	3997	11337	LB
GAWR	12000	21000	67000	LB

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	2400S0	12,000LB MERITOR MFS+ 5400 KG	12000	LB
Front Suspension	2440C4	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING	12000	LB
Front Tires	900AS0	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs)	12351	LB
Front Wheels	5310Z1	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC	14801	LB
		Front GAWR	12000	LB
Rear Axle	25200T	21000# (9525 kg) MERITOR RS-21-160, (W/ DIFF LOCK) CASING 11.0mm	21000	LB
Rear Suspension	26000D	23000# (10432kg) MULTILEAF	23000	LB
Rear Tires	901090	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY)	23369	LB
Rear Wheels	346186	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC	29601	LB
		Rear GAWR	21000	LB
		Truck GVWR	33000	LB
		Gross Combination Weight Rating	0	LB
		Tax Value GVWR (USA FET Only)	33000	LB

MACK®



Mack Trucks
www.macktrucks.com

New Vehicle Purchase Agreement

VANGUARD TRUCK CENTER OF HOUSTON
12935 Crosby Fwy
Houston TX 77049
Phone: (281) 677-2200

01/27/2026
DE-26373
PROS-026169
Lucas DeVilliers

PROS-026169
CITY OF MIDLAND
1701 ORCHARD LN
MIDLAND TX 79701
P:(432) 685-7100 | F:

CITY OF MIDLAND
1701 ORCHARD LN
MIDLAND, TX 79701

Stock#: **TBD** **New 2027 MACK MD7** **Price:** **$108,237.00**
Currahee 13yd Rear Loader $91,036.80

Total Price **$199,273.80**
Total **$199,273.80**

VANGUARD TRUCK CENTERS TIPS CONTRACT # 240901

MACK MD7 NON CDL COMPLETE W/ 13YD CURRAHEE REAR LOADEDR

VANGUARD TRUCK CENTERS (the "COMPANY") SELLS THIS VEHICLE ON AN "AS IS WHERE IS" BASIS AND MAKES NO WARRANTIES AS TO SAID VEHICLE'S, EXPRESS, IMPLIED, OR IMPLIED BY LAW, AND COMPANY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES OF THE VEHICLE ARE THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER, WHICH IS NOT INCORPORATED HEREIN BY REFERENCE. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS ON THE REVERSE SIDE. NO VEHICLES ARE HELD MORE THAN 5 DAYS WAITING FOR CREDIT APPROVAL.

DATE ACCEPTED: _____ BY: _____

Email-lucas.devilliers@vanguardtrucks.com
Lucas DeVilliers
SALES REPRESENTATIVE

_____
SALES MANAGER

(PRINT NAME OF PURCHASER) (TITLE)
CITY OF MIDLAND (432) 685-7100
(BUSINESS NAME) (PHONE)
1701 ORCHARD LN
ADDRESS
MIDLAND TX 79701
CITY, STATE, ZIP

Date 01/27/2025
Quote # 172 Quote
Valid for 30 Days

Heil Of Texas

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

Customer
City of Midland

Address
1701 Orchard Ln, Midland TX 79701

Body Model	Size13 Yard Non CDL
Currahee	Rearloader



Options Included

13 Cubic Yard Factory Mount	18x18x24 box
Winch Lip & Latch	body front strobes
3/16 floor	side body reverse lights
Hopper Liner	street side buzzer
Rear Mud Flap	rear camera
single 20 extinghuisher	pump hour meter

Total Quote Price $ 91,036.80

Signature: _____
Date: _____

CUSTOMER PROPOSAL



PREPARED FOR

DATE

2/13/2026

PREPARED BY

VANGUARD TRUCK CENTER OF HOUSTON, LLC
12935 CROSBY FWY
HOUSTON
TX 77049-1894

QUOTE INFORMATION

VANG2025000283F265
MD7 42R
Qty: 1



TECHNICAL SPECIFICATION

MD7 42R

	CUSTOMER/VEHICLE INFO	DESCRIPTION
S	CHASSIS (BASE MODEL)	MD742 - GEN2 - 42R MEDIUM DUTY, CLASS 7 w/ 6.7L, (MAX 33,000lbs GVWR) 107" BBC
	VEHICLE USE & BODY/TRAILER TYPE	FLATBED TRUCK
	VEHICLE VOCATION	PICKUP & DELIVERY / SHORT HAUL SERVICE
S	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	TYPE OF SERVICE	COMMERCIAL
	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements
	INTENDED REGISTRATION LOCATION	TEXAS
S	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION
	EMISSION WARRANTY CERTIFICATION	EPA (only) Cummins Diesel 6.7L
S	INITIAL REGISTRATION LOCATION	USA REGISTRATION
S	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S	OPERATING TERRAIN GRADE CONDITIONS	CITY, STARTING GRADES<6%
S	LOADING SURFACE FACTOR	ASPHALT LOADING AND / OR UNLOADING SURFACE
	ROAD SPEED LIMITER SETTING	113 KM/H ROAD SPEED LIMITER (70MPH)
S	OPERATING CLASS	OPERATING CLASS 7; 33000lb GVWR

	ENGINE & TRANSMISSION	DESCRIPTION
S	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2016
	ENGINE / MOTOR	ISB6.7-325 DIESEL CUMMINS 325HP @ 2600RPM (GOV) 750 LB-FT, US21
	TRANSMISSION	3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION
S	FUELSENSE CALIBRATION	ALLISON FUELSENSE, NEUTRAL AT STOP
S	TRANSM AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE

	ENGINE & TRANSMISSION EQUIPMENT	DESCRIPTION
	ENGINE BRAKE TYPE	VGT TURBO EXHAUST BRAKE (DIESEL ONLY)
	CRUISE CONTROL	CRUISE CONTROL
S	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE
	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH
S	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)
S	ENGINE BLOCK HEATER	120 VOLT / 0.75 KW, ENGINE BLOCK HEATER
S	POWER TAKE OFF CONTROL	WITHOUT POWER TAKE OFF CONTROL

	AXLE & SUSPENSION	DESCRIPTION
S	FRONT AXLE	12,000LB MERITOR MFS+ 5400 KG
S	SPRINGS - FRONT	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING
S	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+
S	PARKING BRAKE VALVE	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING
S	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
	REAR AXLE - SINGLE	21000# (9525 kg) MERITOR RS-21-160, (W/ DIFF LOCK) CASING 11.0mm
	REAR SUSPENSION - SINGLE	23000# (10432kg) MULTILEAF
	SUSPENSION LEVELLING DEVICE (CA in PC29 only)	WITHOUT SUSPENSION LEVELLING DEVICE
S	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+
	REAR AXLE RATIO	RATIO 5.63, REAR AXLE

CHASSIS EQUIPMENT		DESCRIPTION
	DPF DIESEL PARTICULATE FILTER	CUMMINS SINGLE MODULE E.A.T.S. RH SIDE UNDER CAB US17 (7L over 271HP only!!)
S	EXHAUST	UNDERFRAME RIGHT SIDE INBOARD MOUNTED (Diesel engines only)
S	BODY BUILDER MODULE	EL PREP KIT, TMC RP1404 EL. INTERFACE NO BODYBUILDER MODULE

FRAME EQUIPMENT & FUEL TANKS		DESCRIPTION
	WHEELBASE	217" Wheelbase (150" CA) 85" After-frame
S	FRAME RAILS	STEEL - 260MM X 70MM X 8MM -- (10.24" X 2.75" X 0.31"); RBM 1,580,000 LB-IN
	PRIMARY FUEL FILTER	DAVCO 245 FUEL FILTER/SEP/PRIME PUMP/12V PRE-HEAT (Diesel engines only)
	FUEL TANK - LH	90 GALLON (340 L) 22" ALUMINUM ROUND

CAB INTERIOR		DESCRIPTION
S	KEY TYPES FOR DOORS	BASIC UNIQUE KEY
S	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)
S	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM
S	PARK BRAKE ALARM	PARK BRAKE ALARM, SOUNDS IF BRAKE OFF & DRIVER'S DOOR OPENED
S	BACK-UP ALARM	WITHOUT BACK-UP ALARM
S	AIR RESTRICTION INDICATOR	MECHANICAL, GRADUATED, ON FILTER
S	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF
S	FIRE EXTINGUISHER	WITHOUT FIRE-EXTINGUISHER
S	WARNING TRIANGLE	WITHOUT WARNING TRIANGLE
S	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND, W/ MUTE IN REVERSE
S	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH
S	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO
S	AUDIO SHUTOFF	AUTOMATIC AUDIO SHUTOFF, REVERSE ENGAGED
S	COMMUNICATION EQUIPMENT	FACTORY INSTALLED GEOTAB FLEET MANAGEMENT SYSTEM
S	INTERIOR TRIM	PREMIUM SATIN FINIFH INTERIOR TRIM, WITH OVERHEAD STORAGE CONSOLE
S	SEAT - DRIVER'S	MACK-AIR, VINYL HIGH BACK, 1 CHAMBER AIR LUMBAR
	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED
	DRIVERS SEAT UPHOLSTERY	DRIVERS SEAT UPHOLSTERY, VINYL
S	SEAT - PASSENGER'S	MACK-FIXED, VINYL HIGH BACK
	PASSENGER SEAT	FIXED PASSENGER SEAT
	PASSENGERS SEAT UPHOLSTERY	PASSENGERS SEAT UPHOLSTERY, VINYL
S	SEAT BELT(S)	ALL SEAT BELTS - ADJUSTABLE D-RING, BLACK
S	STEERING WHEEL ADJUSTMENT	TILT / TELESCOPIC STEERING COLUMN
S	STEERING WHEEL SWITCHES	FLAT BOTTOM STEERING WHEEL, WITH BUTTON CONTROLS
S	BODY BUILDER INTERFACE	BODY BUILDER CONNECTIONS (on/in vehicle) Diesel Vehicles

CAB EXTERIOR		DESCRIPTION
S	CAB SUSPENSION TYPE	CAB SUSPENSION TYPE, AIR
	HEADLAMPS	HEADLAMPS, LED - HEATED
	HOOD RADIATOR GRILLE, FINISH	HOOD RADIATOR GRILLE FINISH, BRIGHT CHROME
	FRONT BUMPER FINISH	STEEL FRONT BUMPER, BRIGHT FINISH
S	DOOR / WINDOW FEATURES	ELECTRIC WINDOWS AND DOOR LOCKS
S	DOOR WINDOW FRONT	PEEP WINDOW ON PASSENGER SIDE DOOR
	MIRRORS - EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, CHROME (Bulldog mirror)

CAB EXTERIOR		DESCRIPTION
S	GRAB HANDLES	EXTERIOR GRAB & DOOR HANDLES

WHEELS & TIRES	DESCRIPTION
TIRES BRAND/TYPE - FRONT	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs) (Total for QTY = 2)
WHEELS - FRONT	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 2)
FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS
TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 4)
WHEELS - REAR	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC (Total for QTY = 4)
REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS

PAINT		DESCRIPTION
S	PAINT TYPE	SOLID PAINT
S	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029

BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION
S	ENGINE TOWING WARRANTY	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)
S	VEHICLE WARRANTY TYPE	NORMAL DUTY WARRANTY CLASSIFICATION
S	BASIC CHASSIS COVERAGE	CHASSIS PLAN 24 MO/UNLIMITED MI NORMAL DUTY PROTECTION PLAN
S	ENGINE WARRANTY	CUMMINS ENGINES B6.7 (Contact Cummins for Standard Warranty and Extended Coverage Details)
S	EMISSION COMPONENT COVERAGE	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)
S	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data
S	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 24 MONTHS UNLIMITED MILEAGE
S	CHASSIS TOWING WARRANTY	STANDARD CHASSIS TOWING 90 DAYS OR 5,000 MILES

SERVICES		DESCRIPTION
S	MACK ONECALL AND ASIST	MACK ONECALL AND ASIST - 12 MONTH
S	PARTNERED SERVICES	GEOTAB FOR MACK TRUCKS - 6 MONTH

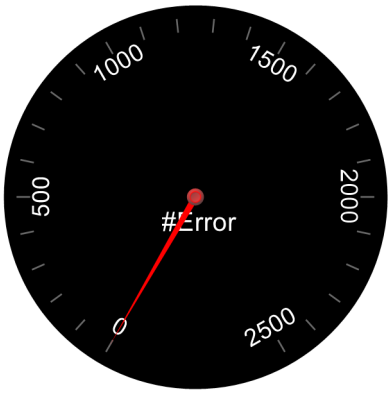
PERFORMANCE - PREDICTOR

VEHICLE SPECIFICATION SUMMARY		
Model		CS 42R MEDIUM DUTY, CLASS 7
Gross Combination Weight		TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
Vehicle Application		CITY, STARTING GRADES<6%
Body/Trailer Type		FLATBED TRUCK
Loading/Unloading Surface Type		ASPHALT LOADING AND / OR UNLOADING SURFACE
Engine		ISB6.7-325 DIESEL CUMMINS 325HP @ 2600RPM (GOV) 750 LB-FT, US21
Peak Power	HP	325.0 @ 2300 - 2450
Peak Torque	Newton Meters	1017 @ 1600
Transmission		3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION
Rear Axle		21000# (9525 kg) MERITOR RS-21-160, (W/ DIFF LOCK) CASING 11.0mm
Rear Axle Ratio		5.63
Rear Tire		11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY)
Tire Revolutions per	Mile	493
Total Reduction		3.66

CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ Desired Cruise Speed	70.2	MPH	2109	1500 - 2600 rpm	OK
Engine RPM @ Max Pedal Speed (MPS)	0.0	MPH	0	< 2600 rpm	OK
Minimum Practical Speed In Reverse	2.6	MPH	600		
Maximum Practical Speed in Reverse	11.2	MPH	2600		
	Concrete / Asphalt		UOM		
Wheel HP Required at (65 MPH) Cruise Speed	59.1 / 71.0		HP		
Wheel HP Required at (75 MPH) Road Speed Limit	59.1 / 71.0		HP		
Wheel HP Required at (92 MPH) Top Speed	76.9 / 92.3		HP		

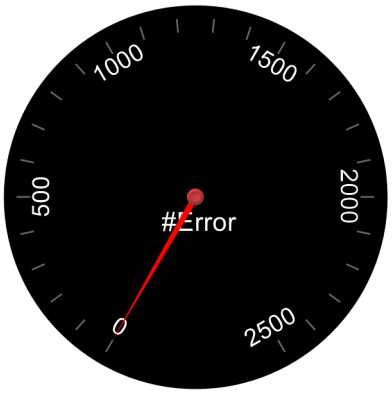
VEHICLE SPECIFICATION SUMMARY			
Gradeability	Calculated Value	Recommended Min. Gradeability at Cruise	
Maximum in Top Gear (Gradeability at Cruise)	2.9%	1.2%	OK
Startability		Recommended Min. Startability	
In Lowest Gear	28.9%	6.0%	CHECK!

#Error





RPM at Cruise Speed





	MPH	RPM
Minimun of Engine Range		
Minimum of Economy Range		
Cruise Speed		
Maximum of Economy Range		
Road Speed Limit		
Maximum of Engine Range		

Forward Geared Speed

No Data Available

Reverse Geared Speed

No Data Available

Startability

No Data Available

Gradeability at Max Torque

No Data Available

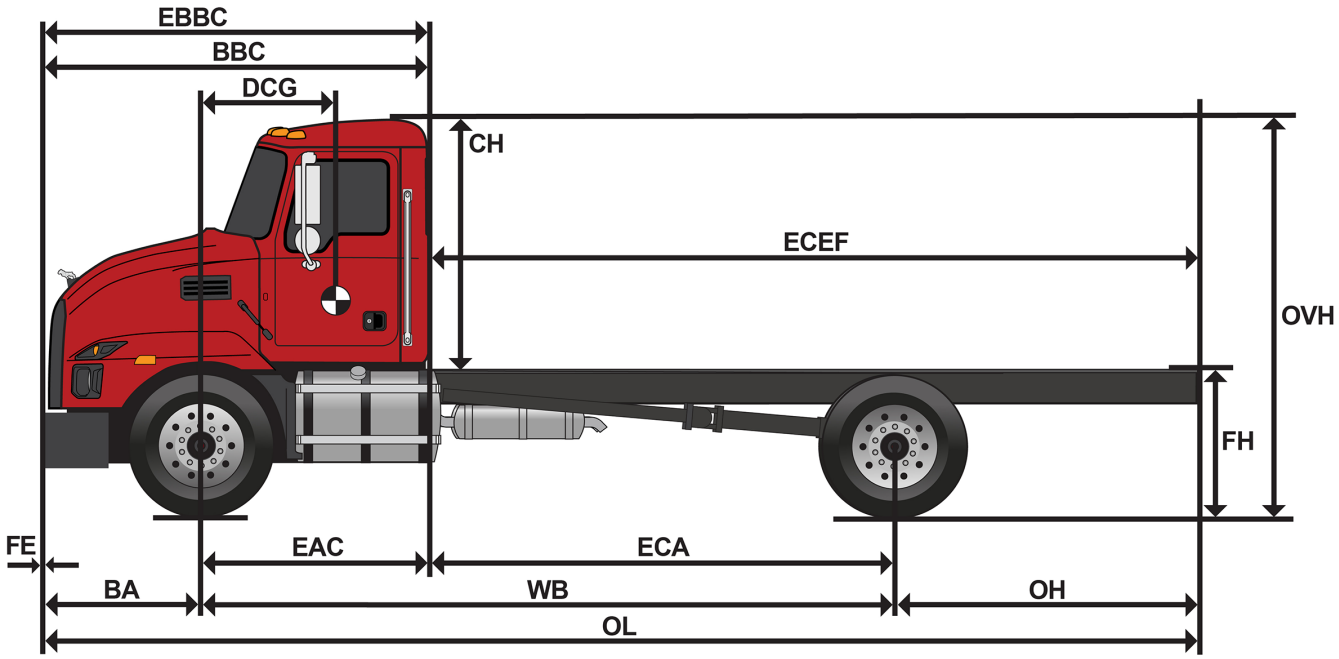
Shift Chart

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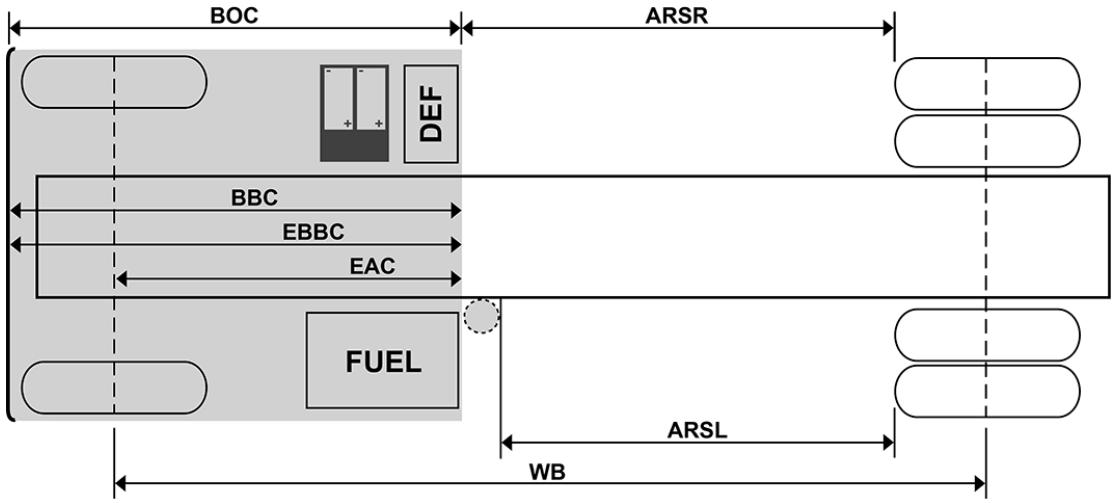
Horsepower VS. Speed

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Description	Dwg Ref	Length	UOM
Front Frame Extension	**FE**	0.0	INCHES
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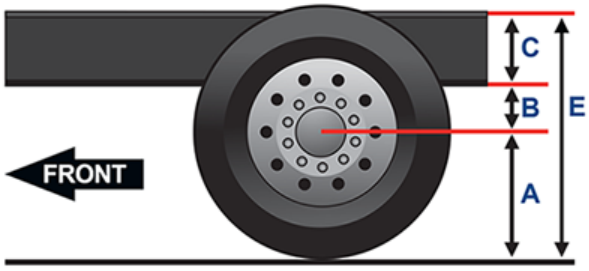


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)

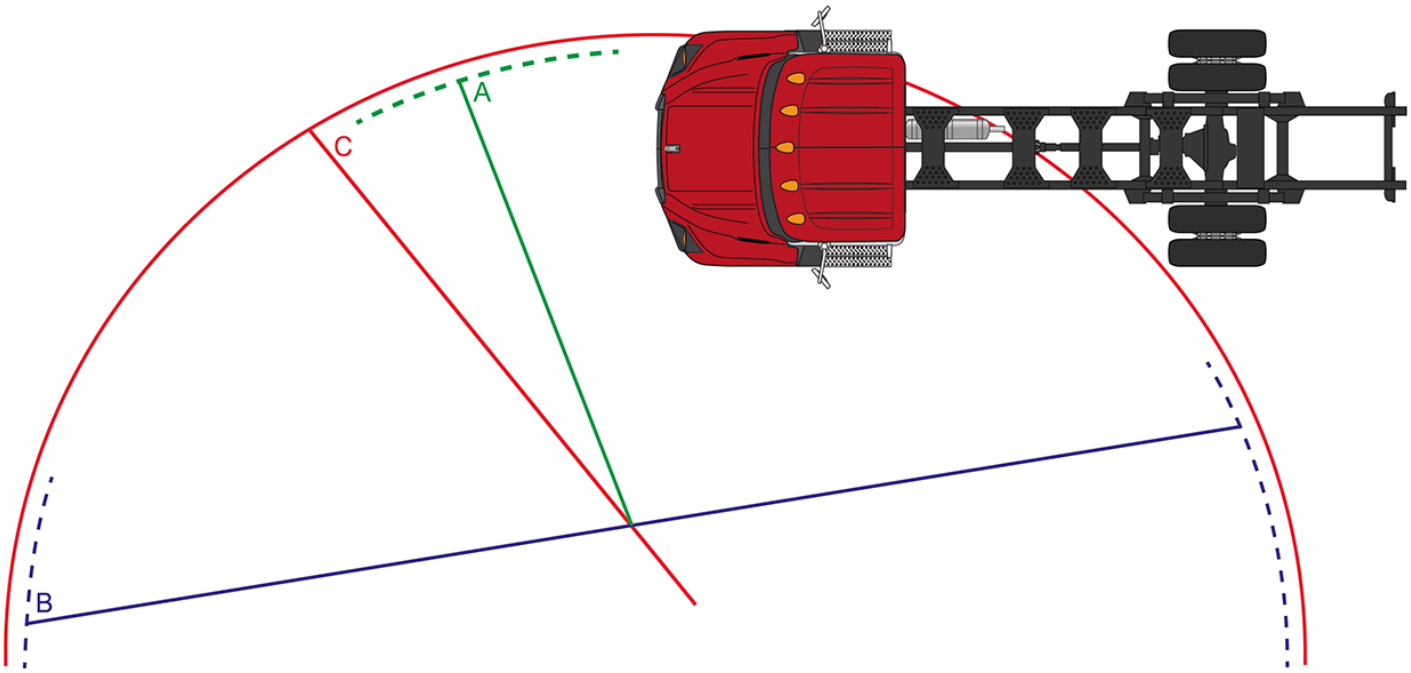


Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
			Rear		
Description	Sales Code	Dwg Ref	Unladen	Laden	UOM
Tire Radius	901090	**A**	21.1	19.6	INCHES
Suspension Height	26000D	**B**	9.5	8.0	INCHES
Frame Depth	YBXD1X	**C**	10.2	10.2	INCHES
Total Height	N/A	**E**	40.9	37.8	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
SAE Turning Radius	**A***	31.5	FEET
Adjusted Turning Radius	**A**	32.6	FEET
Curb-to-Curb Diameter	**B**	66.1	FEET
Wall-to-Wall Diameter	**C**	77.7	FEET



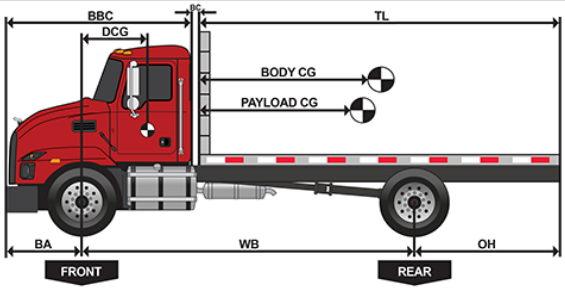
Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components

Inputs Required	DWGRef	Inputs	UOM
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	40.0	INCHES
Wheelbase	N/A	WB	216.9	INCHES
Rear Overhang	N/A	OH	85.0	INCHES
Bumper to Back of Cab	N/A	BBC	107.0	INCHES
BOC Exhaust Space	130AA9	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	59.1	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	6674	3856	10530	LB
Driver(s) & Equipment Weight	147	55	201	LB
Fuel	521	86	607	LB
Body/Trailer	0	0	0	LB
Total Tare	7341	3997	11337	LB
Payloads				
Total - Lift Axles Down	7341	3997	11337	LB
GAWR	12000	21000	67000	LB

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	2400S0	12,000LB MERITOR MFS+ 5400 KG	12000	LB
Front Suspension	2440C4	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING	12000	LB
Front Tires	900AS0	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs)	12351	LB
Front Wheels	5310Z1	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC	14801	LB
		Front GAWR	12000	LB
Rear Axle	25200T	21000# (9525 kg) MERITOR RS-21-160, (W/ DIFF LOCK) CASING 11.0mm	21000	LB
Rear Suspension	26000D	23000# (10432kg) MULTILEAF	23000	LB
Rear Tires	901090	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY)	23369	LB
Rear Wheels	346186	22.5x8.25 ACCURIDE, 43644x POLISHED ALUMINUM DISC	29601	LB
		Rear GAWR	21000	LB
		Truck GVWR	33000	LB
		Gross Combination Weight Rating	0	LB
		Tax Value GVWR (USA FET Only)	33000	LB

MACK®



Mack Trucks
www.macktrucks.com

City Council Meeting

Item Number: 9.
Meeting Date: February 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION RATIFYING AND APPROVING THE EMERGENCY EXCAVATION, HAULING, AND DISPOSAL OF SEDIMENT FROM THE WEST POND AT THE WATER TREATMENT PLANT BY DUFRANE CONSTRUCTION LLC FOR A TOTAL COST OF $414,000.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution ratifying the purchase and approving payment for emergency excavating, hauling, and disposal of sediment from the West Pond at the Water Treatment Plant performed by Dufrane Construction, LLC, for a total cost of $414,000.00.

Recommended Action:
Approve

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

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Dufrane Construction, LLC was called for the emergency excavating, hauling, and disposal of sediment from the West Pond at the Water Treatment Plant. Immediate action is recommended on an emergency basis pursuant to Texas Local Government Code 252, Section 252.022.(2) General Exemptions, “A procurement necessary to preserve or protect the public health or safety of the municipality’s residents”. Recent cold weather has driven elevated manganese-related treatment demands at the Water Treatment Plant, increasing sludge generation beyond current drying bed capacity and necessitating an emergency contract to clean out one sludge drying bed to restore operational flexibility, maintain TCEQ compliance, and mitigate turbidity and customer impact risks. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for emergency excavating, hauling, and disposal of sediment from the West Pond at the Water Treatment Plant performed by Dufrane Construction, LLC, for a total cost of $414,000.00.

Attachments:

A. Sludge bed emergency excavation
B. RESOLUTION W EXHIBIT - Ratify - Emergency Sediment Excavating Hauling and Disposal Reso w Exh
C. 2026-0112 Midland Sludge Pond West

Erika Munoz, General Services	Created/Initiated - 2/12/2026
Regina Stephenson, General Services	Approved - 2/12/2026
Christy Weakland, Finance	Approved - 2/12/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

To: Erika Munoz, Assistant General Services Director

From: Carl Craigo, Public Works Officer
Date: February 6, 2026
Subject: Emergency Contract Authorization – Sludge Drying Bed Cleanout (Water Treatment Plant)

Purpose

Utilities is executing an emergency contract for the cleanout and removal of accumulated sludge from one (1) sludge drying bed at the Water Treatment Plant, in the estimated amount of $414,000, to support continued treatment operations and reduce the risk of ongoing turbidity compliance excursions.

Background / Current Conditions

Over recent cold weather conditions, the Water Treatment Plant has experienced elevated treatment challenges tied primarily to manganese, which increases treatment demand and can contribute to higher turbidity events. These conditions have required adjustments in operations and, as a result, have increased the volume of solids/sludge being generated and handled.

The plant's sludge handling capacity is currently constrained due to accumulated material in a drying bed, limiting the plant's ability to efficiently manage increased sludge production during this period. This constraint reduces operational flexibility at a time when the plant must respond rapidly to changing raw water quality and maintain performance within TCEQ standards. Given the operational risk and urgency associated with current conditions, work has already been initiated to begin addressing the sludge accumulation.

Need for Emergency Action

Sludge processing and removal are essential components of maintaining treatment effectiveness and keeping the plant in a stable operating condition. Immediate cleanout of one drying bed is necessary to:

- Restore available sludge handling capacity to support current treatment demands
- Enable continued sludge processing during a period of increased solids generation
- Support clearing accumulated debris in the plant reservoir by ensuring the plant has the operational capacity to manage resulting solids

- Reduce risk of continued or worsening turbidity performance issues that could result in additional noncompliance reporting and customer impacts (taste/appearance complaints)

Delaying action until the normal procurement timeline is completed risks extended operational constraints, which could impair the plant's ability to respond to near-term water quality variability.

Scope of Work

This emergency contract will cover the cleanout/removal of accumulated material from one (1) sludge drying bed at the Water Treatment Plant, including hauling and appropriate disposal in accordance with applicable requirements.

The Water Treatment Plant has three (3) sludge drying beds. To balance urgency with fiscal controls:

- Only one bed will be addressed through the emergency contract to immediately restore capacity.
- The remaining two beds will be scheduled and completed through standard purchasing/procurement processes.

Cost and Funding

- Estimated cost: $414,000
- Staff will work with Finance and Purchasing to confirm final funding alignment and document all emergency procurement requirements.

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING THE EMERGENCY EXCAVATION, HAULING, AND DISPOSAL OF SEDIMENT FROM THE WEST POND AT THE WATER TREATMENT PLANT BY DUFRANE CONSTRUCTION LLC FOR A TOTAL COST OF $414,000.00; AND AUTHORIZING PAYMENT

WHEREAS, the recent extreme winter weather conditions have created elevated treatment challenges at the Water Treatment Plant by increasing the volume of solids and sludge being generated and handled; and

WHEREAS, the processing and removal of solids and sludge is essential in maintaining treatment effectiveness and keeping the Water Treatment Plant in a stable operating condition; and

WHEREAS, Dufrane Construction LLC has agreed to provide the emergency excavation, hauling, and disposal of sediment from the west pond at the Water Treatment Plant for a total cost of $414,000.00 as shown on the invoice attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds and determines that the increased volume of solids and sludge at the Water Treatment Plant caused by extreme weather conditions to be unforeseen damage to public machinery, equipment, or other property as contemplated by Tex. Loc. Gov't Code § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve said emergency sediment excavation, hauling, and disposal services provided by Dufrane Construction LLC for a total cost of $414,000.00;

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

SECTION ONE. That the above-referenced sediment excavation, hauling, and disposal services performed by Dufrane Construction LLC at a total cost of $414,000.00 are hereby ratified and approved.

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

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Dufrane Construction LLC from available funds in the Utilities Operating Budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet-Crump, City Attorney

Dufrane Construction LLC

400 E Broadway
PO Box 1177
Andrews, TX 79714

COST PROPOSAL

TO:

City of Midland
300 N Loraine
Midland, TX 79701

Proposal:	Sludge Removal
Location::	Midland Water Facility
Bid #:	2026-0112a
Date:	01/12/26
Estimator:	John Giacoia
Phone:	(432) 523-2600
Email	johng@dufrane.com

Item	Description	Quantity	Unit of Measure	Unit Cost	Extended
1	**West Pond** Price includes labor and equipment necessary excavating, hauling, and disposing of sediment in pond. Price also includes minor road repair/upkeep as well as traffic flaggers and control devices. Estimated depth is about 8' and 17,000 cy of excavation EXCLUSIONS/CLARIFICATIONS: Sales tax if applicable wil be in addition to quoted price. Price assumes work can be perfomed from dawn to dusk. Price assumes work will be billed weekly. Price assumes material is dry all the way to the bottom of the pond. Handling or disposing of hazardous or contaiminated materials is not included.	1.00	Lump Sum	$ 414,000.00	$ 414,000.00
				TOTAL	**$ 414,000.00**

Price Exclusions: Items, occurrences and/or delays beyond Dufrane's control, work plans, CE/Quality Control, or materials not specified. If any encounter with rock is made and is not able to be worked under normal circumstances and/or the work requires addtional equipment, tools, and/or labor it will be billed at a T&M rate with approval from the customer prior to completion of the work

We propose to furnish the supervision, labor, materials and equipment to complete the Scope of Work in accordance with the drawings and specifications listed above with payment due within 30 days following the receipt of our invoice(s), which will be submitted no later than the end of the month. If payment is not received within 30 days from the invoice date, interest will be due at a rate equipment to the maximum rate of 18% per annum (1-1/2% per month) allowed plus incidental collection costs and attorney fees as permitted by applicable law. All work will be completed in a workman-like manner according to standard practices and applicable codes. Any alternations to the Scope of Work will be completed upon the execution of a written change order and will become an extra charge.

John Giacoia — PREPARED BY

01/12/26 — DATE

APPROVED BY — DATE

Exhibit "A"

Dufrane Construction LLC

400 E Broadway
PO Box 1177
Andrews, TX 79714

COST PROPOSAL

TO:

City of Midland
300 N Loraine
Midland, TX 79701

Proposal:	Sludge Removal
Location::	Midland Water Facility
Bid #:	2026-0112a
Date:	01/12/26
Estimator:	John Giacoia
Phone:	(432) 523-2600
Email	johng@dufrane.com

Item	Description	Quantity	Unit of Measure	Unit Cost	Extended
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We propose to furnish the supervision, labor, materials and equipment to complete the Scope of Work in accordance with the drawings and specifications listed above with payment due within 30 days following the receipt of our invoice(s), which will be submitted no later than the end of the month. If payment is not received within 30 days from the invoice date, interest will be due at a rate equipment to the maximum rate of 18% per annum (1-1/2% per month) allowed plus incidental collection costs and attorney fees as permitted by applicable law. All work will be completed in a workman-like manner according to standard practices and applicable codes. Any alternations to the Scope of Work will be completed upon the execution of a written change order and will become an extra charge.

John Giacoia — 01/12/26

PREPARED BY — **DATE**

APPROVED BY — **DATE**

City Council Meeting

Item Number: 10.
Meeting Date: February 24, 2026
To: City Council
From:
Subject: RESOLUTION AUTHORIZING A SOLE-SOURCE AGREEMENT WITH SYSAID TECHNOLOGIES LTD FOR A THREE-YEAR LICENSING SUBSCRIPTION AND IMPLEMENTATION SERVICES FOR THE SYSAID IT SERVICE MANAGEMENT PLATFORM AT A TOTAL COST OF $205,508.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution authorizing the sole-source purchase and implementation of the SysAid IT Service Management (ITSM) platform from SysAid Technologies Ltd. for a total cost of $205,508.00.

Recommended Action:
Approve

Fiscal Impact:
Funding is available in ITSD Tech Fund.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends approving the sole-source purchase and implementation of the SysAid IT Service Management (ITSM) platform from SysAid Technologies Ltd. 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 Gorgees Eskander, Chief Information Officer, for additional information.

Therefore, please consider a resolution authorizing the sole-source purchase and implementation of the SysAid IT Service Management (ITSM) platform from SysAid Technologies Ltd. for a total cost of $205,508.00.

Attachments:
A. SysAid ITSM
B. RESOLUTION - Sole Source - SysAid IT Service Management Platform Reso
C. Sole_Source_City_of_Midland_(Feb26)docx
D. SysAid x Midland Feb Agreement
E. SysAid Standard MSA 2026

Erika Munoz, General Services	Created/Initiated - 2/12/2026
Regina Stephenson, General Services	Approved - 2/12/2026
Christy Weakland, Finance	Approved - 2/12/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/18/2026
Morris Williams, City Manager	Approved - 2/18/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

City Council Agenda Item

MEETING DATE: **02/24/2026**

TO:	Erika Munoz, Assistant General Services Director
FROM:	Gorgees Eskander, Chief Information Officer
SUBJECT:	Consider a resolution authorizing the sole-source purchase and implementation of the SysAid IT Service Management (ITSM) platform from SysAid for a total cost of $205,508.00.

Purpose:
Consider a resolution authorizing the City to enter into a three-year agreement for the SysAid IT Service Management (ITSM) platform, including implementation services, to modernize and standardize IT service delivery, improve visibility and control over changes, and expand automation and AI-assisted support capabilities.

Discussion:
ITSD manages a growing volume of service requests, incidents, assets, and technology changes across the organization. Implementing a modern ITSM platform improves internal operations by standardizing workflows (request, incident, problem, change), enforcing consistent approvals, strengthening auditability, and providing better service transparency for departments. A formal change management workflow reduces risk and unplanned outages by ensuring changes are reviewed, scheduled, communicated, and documented in a repeatable manner.

SysAid also introduces AI-enabled capabilities to enhance both end-user and IT staff experiences, including AI copilots and automation that can assist with ticket intake, case summarization, categorization/routing, and insights to help IT resolve issues faster and more consistently. The quote also includes an Enterprise Implementation Package to accelerate deployment and adoption, as well as a Gold VIP SLA upgrade included at no cost per the order form.

Fiscal Impact
The proposed term is three (3) years, billed annually, with costs of $71,836.00 in Year 1, $66,836.00 in Year 2, and $66,836.00 in Year 3, for a total three-year cost of $205,508.00. Funding is available in ITSD Tech Fund.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A SOLE-SOURCE AGREEMENT WITH SYSAID TECHNOLOGIES LTD FOR A THREE-YEAR LICENSING SUBSCRIPTION AND IMPLEMENTATION SERVICES FOR THE SYSAID IT SERVICE MANAGEMENT PLATFORM AT A TOTAL COST OF $205,508.00; AND AUTHORIZING PAYMENT

WHEREAS, the Information Technology Services Department manages a growing volume of service requests, incidents, assets, and technology changes; and

WHEREAS, an information technology service management platform improves internal operations by standardizing workflows, enforcing consistent approvals, strengthens auditability, and provides better service transparency for City departments; and

WHEREAS, SysAid Technologies Ltd has agreed to provide the City with a three-year licensing subscription and implementation services for the SysAid IT Service Management Platform at a total cost of $205,508.00; and

WHEREAS, SysAid Technologies Ltd is the sole provider of said SysAid IT Service Management Platform; and

WHEREAS, the City Council finds the price proposed for the three-year licensing subscription and implementation services for the SysAid IT Service Management Platform to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize a sole-source agreement with SysAid Technologies Ltd for a three-year licensing subscription and implementation services for the to the SysAid IT Service Management Platform;

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

SECTION ONE. That the City Manager or his designee and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source agreement with SysAid Technologies Ltd for a three-year licensing subscription and implementation services for the SysAid IT Service Management Platform at a total cost of $205,508.00. Said agreement to be kept on file in the office of the City Secretary and reference by the date and number of this Resolution.

SECTION TWO. That $205,508.00 is available in the ITSD Tech Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay SysAid Technologies Ltd in accordance with the terms of said sole-source agreement from funds available 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

Date: 10 February 2026

To: City of Midland, Texas

Subject: Sole Source Letter

This letter serves to formally certify that SysAid Technologies Ltd. ("SysAid") is the sole developer and intellectual property owner of the SysAid ITSM/ESM Agentic Service Management platform and the exclusive provider of the proprietary "Agentic AI" operational layer.

Sincerely,

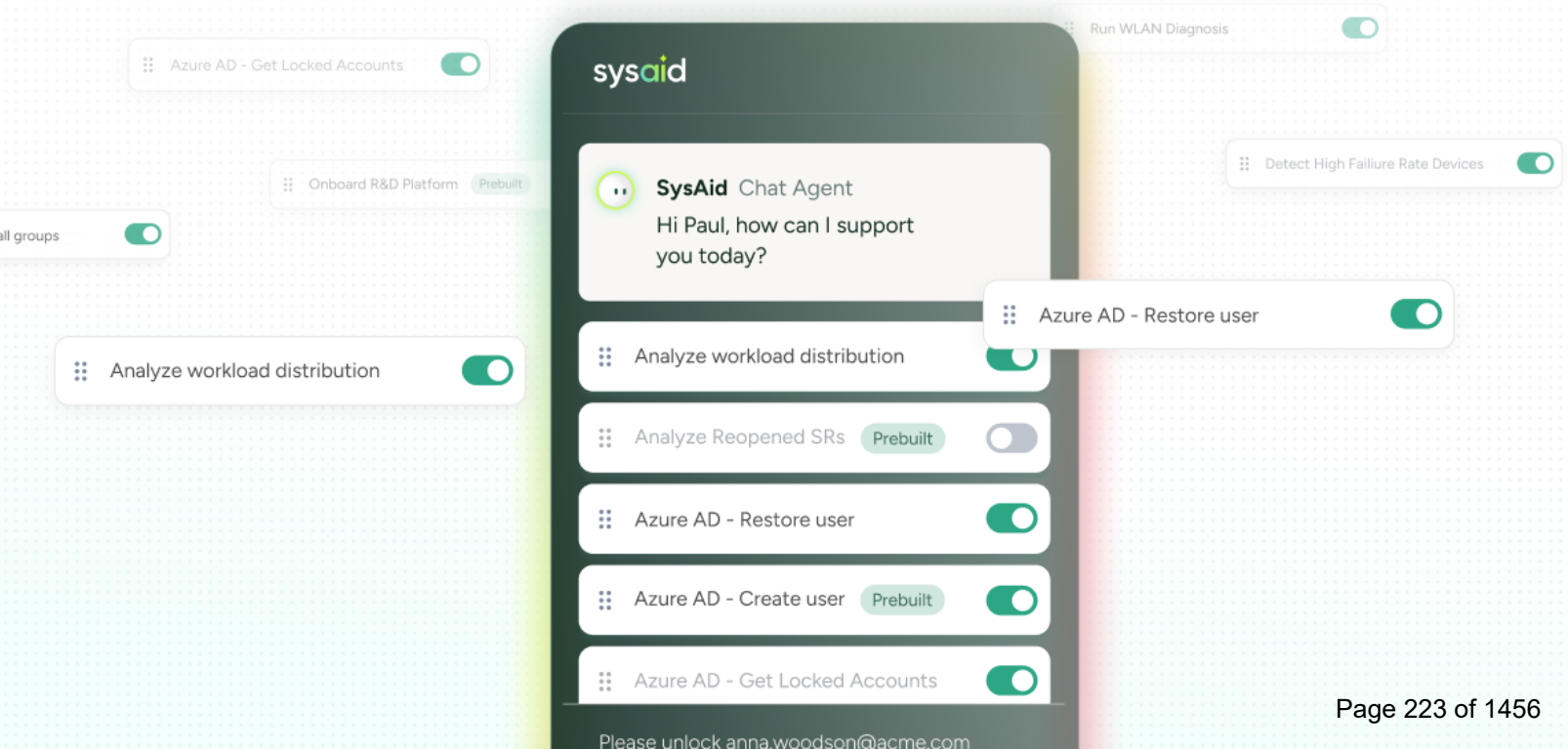
Adi Enav, Adv. Signed by: Adi Enav D7941471461A49C...

General Counsel
SysAid Technologies Ltd.

Quote for City of Midland, Texas

For Gorgees Eskander

February 10, 2026



SysAid Subscription Agreement / Order Form #DH-QN-34199

For: City of Midland, Texas

www.sysaid.com

Quote Date: February 10, 2026

Valid Until: February 28, 2026

SysAid Spaces ITSM Pricing:

#	Type	Item Details	List Price	Contract Disc.	Unit Qty	Net Price
1	User	AI Service Management Platform Agents	$1,068	2%	50	$52,332
2	Packs	Additional Assets (50 per unit)	$80	2%	35	$2,744
3	Add-on	Advanced License Manager	$12	2%	1,000	$11,760
4	Services	Enterprise Implementation Package	$10,000	50%	1	$5,000
5	Services	Gold VIP SLA Upgrade	$13,350	100%	1	0

Discount (USD)	$19,710.72
Subtotal (USD)	$71,836
Total Price (USD)	**$71,836**

Annual Net Price, USD

Year 1	$71,836
Year 2	$66,836
Year 3	$66,836
Grand Total	$205,508

Order Details:

SysAid Spaces ITSM

- 50 Agents
- Advanced License Manager for 1,000 Employees
- SysAid Copilot for End-Users
- SysAid Copilot for Agents
- AI Agent Builder

- Prebuilt AI Agents Pro
- AI Insight
- AI Case Summarization
- AI Intelligent Categorization
- AI Emotion
- 100,000 Workato Tasks
- 30 Cloud Attachments Storage
- Advanced Reporting
- 2,000 Assets
- 50 BI Analytics (Qlik)
- CMDB
- 150,000 End Users
- ITIL
- 1 My Desktop Channels
- 5 Remote Control Gateway channel
- Password Services
- SLA Management
- Tasks & Projects Management

Term	3 Years
Billing Frequency	Annual
Currency	USD
Payment Terms	Net 30
Total Price Payable	$71,836

Terms and Conditions:

- All prices are quoted in USD.
- The invoice must be paid within 30 days from the date of order submission.
- We accept payment by credit card, Paypal or wire.
- The Pricing offered in this Quote is only valid if You complete Your purchase by February 28, 2026.
- The services provided under this Order Form are exclusively governed by and subject to SysAid's Cloud Terms and Conditions ("Agreement"), available at: http://www.sysaid.com/support/sysaid-documentation/cloud-terms-and-conditions, unless a custom Agreement has been signed. By signing Your Order Form, You confirm that You have read, understood, and agreed to the Agreement and all terms listed on the Order Form.
- Your contract with SysAid covers a period of 3 years commencing upon submitting Your Order Form. The breakdown of Your yearly charges and payment terms will be illustrated on Your Order Form.

- Any change to Your license configuration throughout the contract period may affect the annual fee. Barring a change in Your license configuration, Your prices for the entire multi-year period will not change.
- Any discount You are receiving under this Quote is not automatically applicable to any future purchases.
- You acknowledge that the pricing provided per this Quote is exclusive to your organization and is considered SysAid's Confidential Information and therefore, You are bound to keep pricing confidential and not to share it with third parties or other organizations.
- You agree that implementation services will be governed by a separate Statement of Work ("SOW"), to be mutually executed, which is hereby incorporated into this Order Form by reference.
- Your Customer Care SLA as per the level indicated above is subject to SysAid's Customer Care SLA Guide: https://cdn.sysaid.com/wp-content/uploads/sysaid-customer-care-sla-guide-all.pdf

By signing, both parties agree to the terms and conditions as set forth in this agreement.

SysAid	City of Midland, Texas
Name: Avi Kedmi	Name:
Title: CEO	Title:
Date: February 09, 2026	Date:
Signature: 	Signature: X

SysAid's Service Automation is the upgrade IT badly needed -- allowing IT experts to be effortlessly in control of all aspects of IT service management. SysAid -- Get IT Done.

We're thrilled to share our product with you!

Please contact Myles Meddick at email: myles.meddick@sysaid.com, or phone: +1 917-410-5794, with any questions or requests

SYSAID TECHNOLOGIES ("SYSAID") CLOUD TERMS AND CONDITIONS

THE BELOW TERMS AND CONDITIONS ("**TERMS**") GOVERN THE USE OF SYSAID SAAS SERVICES. YOUR USE OF AND ACCESS TO SYSAID'S SERVICES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND ALL LINKS AND ADDENDA INCORPORATED HEREIN. BY CLICKING THE 'PROCEED NOW' BUTTON/BOX ON YOUR QUOTE AND SUBSEQUENTLY, THE 'SUBMIT' BUTTON/BOX ON YOUR ORDER FORM AND RECEIVING YOUR ORDER CONFIRMATION (COLLECTIVELY "**ORDER DOCUMENTS**", WHICH SPECIFY THE SERVICES TO BE PROVIDED UNDER THESE TERMS), YOU AGREE TO BE BOUND BY THE TERMS CONTAINED THEREON IN ADDITION TO THESE TERMS. BY SUBMITTING THE ORDER FORM AND, IN ANY EVENT, ACCESSING SYSAID'S SERVICES, I REPRESENT AND WARRANT THAT I AM AUTHORIZED TO ACT ON BEHALF OF MY ENTITY OR ANOTHER LEGAL ENTITY ("YOU", "YOUR" OR "CUSTOMER") AND ENTER INTO A BINDING LEGAL AGREEMENT WITH SYSAID BASED ON THESE TERMS.

1. **General.** Subject to these Terms and during the Term (defined below), SysAid provides You access to SysAid's Management Solution hosted by SysAid or by SysAid's hosting partners ("**Platform**" or "**Services**"), in accordance with what You ordered as detailed on Your Order Documents. Refer to https://www.sysaid.com/product/product-summary for a full description of SysAid's services and offerings ("**Offerings**"). These Terms set forth the basis on which You are permitted to access and use the Platform and receive the Services. Any new features that SysAid adds to its Offerings, including the release of new versions or capabilities made available to You, are automatically subject to these Terms.

2. **Subscription**. To the extent You have purchased a license to use the Services, SysAid hereby grants You, subject to these Terms, a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to remotely access and use the Platform during the Term solely for Your internal purposes subject to the terms and limits enumerated on Your Order Documents, applicable laws and without violating third party right ("**Subscription**").

3. **Technical Support**. During the Term, SysAid shall provide You with access to the Platform, and provide You technical support for the Services as described in SysAid's Service Level Agreement. You may view SysAid's Uptime Commitment to You here. You may view SysAid's Data Backup Policy here.

4. **Restrictions**. You shall not, and will not permit any third party to or permit or encourage to be done any of the following license restrictions (in whole or in part): (a) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects of the object code or underlying structure (such as the sequence, organization, file formats, non-public APIs, ideas, or algorithms); (b) copy, "frame" or "mirror" the Services other than on Your own intranet or otherwise for Your own internal business purposes; (c) sell, assign, transfer, rent, sublicense, resell, or otherwise commercially exploit or distribute, make available the Services to any third party or for any purpose other than Your own internal business purposes; (d) modify, alter, adapt, arrange, translate, access or create derivative works based on, copy any ideas, features, functions or graphics of the Service or use it to develop any service or product that is substantially similar to it; (e) remove, alter, or conceal any copyright, trademark, or other restricted proprietary rights notices displayed on or in the Services; (f) store or transmit any robot, malware, trojan horse, spyware, time bomb or other harmful or malicious code, file, or program intended, or that has the potential, to damage or disrupt the Services; (g) upload or otherwise transmit through the Service any material which violates or infringes in any way upon the rights of others, which violates any privacy right, or other right of any person or entity, or any law or obligation, including any third party intellectual property right; (h) which is unlawful, illegal, threatening, invasive of any person's privacy, defamatory, libelous, deceptive, misleading, untruthful, tortuous, offensive, pornographic, or otherwise inappropriate which encourages conduct that may constitute a criminal offense, or otherwise violates any law; (i) take any action that imposes or may impose an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which support the Services, or otherwise abuse or disrupt its integrity; (j) circumvent, disable or otherwise interfere with security-related or technical features of the Services; (k) use the Services other than for your reasonable internal business purposes; (l) use the Service in any unlawful manner or in breach of these Terms and/or applicable law, including related to intellectual property, data privacy, international communications and transmission of technical or personal data; (m) use the Service if You are Our competitor or in order to develop a competing service or product; or (n) You are not legally or otherwise authorized to form a binding contract with SysAid. You shall fully indemnify, defend and hold SysAid harmless from any damages suffered by SysAid arising from Your breach of this Section.

5. **Your Responsibilities**. You are solely responsible for obtaining or providing Internet service, telephone and computer equipment, and any other hardware and software necessary to access or connect with the Services. SysAid shall not be responsible or liable for network-related problems affecting the operation of the Services and that Internet and network configuration changes may affect the Service's performance and accessibility. You shall be responsible for conforming to the service system requirements as enumerated here. You shall notify SysAid immediately of any unauthorized use of any password or account or any other known or suspected breach of security, and use reasonable efforts to immediately stop unauthorized copying or distribution of content known or suspected by You. You are responsible for Your and Your Users' actions when using the Services which (1) are in breach of any applicable law; (2) constitutes a breach of these Terms; (3) are in violation of any rights of any third party; and (4) warrant that you have obtained all licenses, rights and permissions necessary for the provision to and use by SysAid of Your Data under these Terms.

6. **Intellectual Property**. All intellectual property rights, title and interest in and to the Platform or any portion thereof, and all corrections, modifications, enhancements and derivatives including data related to Your usage, and all other rights therein are and shall remain the sole and exclusive property of SysAid; all rights not expressly granted hereunder are reserved by SysAid. For the avoidance of doubt, "SysAid IT", "Ilient" and "SysAid" are trademarks of SysAid; all other trademarks, service marks, product names and company names, if any, referenced in the Platform, are the intellectual property of their respective owners and no right, license, or interest is granted hereunder. You shall retain all rights, title and interest in and to Your data. Any error and bug reports, ideas, requests, recommendations, comments, concepts, paid custom developments and other suggestions (collectively "**Feedback**") that You provide to SysAid, will be solely owned by SysAid. SysAid may freely use, disclose, license, and distribute any Feedback in any manner without any obligation, royalty or restriction, provided You are not identified in connection with any such Feedback without Your consent.

7. **Privacy**. You acknowledge and agree that Your access and use of the Platform, including, without limitation, any information transmitted to or stored on the Platform, is subject to SysAid's privacy policy. SysAid agrees during the Term to implement reasonable security measures to protect and backup Your data and will, at a minimum employ industry standard security and backup procedures. In accordance with our privacy policy, SysAid collects data about Your use of the Platform in an effort to continuously improve our service. You acknowledge that the use of the Services may involve processing of personal information about Your permitted users and other third parties ("**Personal Information**") and You shall be responsible for having all necessary rights to collect and process and allow for collection and processing of such Personal Information. At all times during the Term, You shall retain ownership and control of the Personal Information and may access, modify and delete Personal Information that is stored on the Platform; SysAid shall not use Your Personal Information for any purpose other than for providing the Services which may include transferring data by SysAid to its affiliates and subcontractors, including transfers outside of the European Economic Area. To the extent that, in connection with SysAid performing its obligations under this Agreement, SysAid processes any Personal Data that is subject to Data Protection Laws and Regulations, as defined in the Data Processing Addendum ("DPA"), and You need a DPA, SysAid shall comply with the requirements of the processor under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, including as implemented or adopted under the laws of the United Kingdom ("GDPR"), with respect to processing Personal Information of individuals covered by the GDPR, the terms of the DPA incorporated herein, shall apply; the DPA is viewable at DPA. With respect to Your data, You shall be and act as the controller as that term is defined in the GDPR; at all times, You shall comply with all laws and regulations, including, without limitation, privacy and data protection laws and regulations permitting SysAid to use the data provided by You, controlled by You or with respect to which You are considered a data controller.

8. **Confidentiality.** All designs and other technical, marketing, commercial and other information relating to the Services including pricing and/or SysAid's business activities and/or any proprietary or confidential information of SysAid disclosed pursuant to these Terms which is identified as confidential at the time of disclosure or which would reasonably be considered confidential or proprietary in nature shall be considered "**Confidential Information**". You agree to use SysAid's Confidential Information only in connection with the Subscription and for no other purpose, to keep such Confidential Information confidential, and not to disclose such Confidential Information to any third party, except with SysAid's prior written consent. If disclosure of such information is required by law, You shall give written notice to SysAid prior to such disclosure and provide SysAid with an opportunity to take legal steps to resist or narrow such request. At all times, all right, title and interest in and to Confidential Information shall remain SysAid property.

All designs and other technical, marketing, commercial and other information relating to You and Your business activities and/or any of Your proprietary or confidential information disclosed pursuant to these Terms, which is identified as confidential at the time of disclosure or which would reasonably be considered confidential or proprietary in nature shall be considered "**Your Confidential Information**". SysAid agrees to use Your Confidential Information only in connection with the Subscription and for no other purpose, to keep such Confidential Information confidential, and not to disclose such Confidential Information to any third party, except with Your prior written consent. If disclosure of such information is required by law, SysAid shall give written notice to You prior to such disclosure and provide You with an opportunity to take legal steps to resist or narrow such request. At all times, all right, title and interest in and to Your Confidential Information shall remain Your property.

9. **AI Services.** As part of the Services, SysAid may provide You with various AI-enabled features, functionalities and services ("**AI Services**"), including, but not limited to the AI Services listed in Annex A. The use of SysAid AI Services is governed by the terms attached as Annex A and is hereby incorporated only if your use of SysAid's Services involves the AI Services.

10. **Fees**. In consideration for Your use of the Services, You shall pay SysAid the fee ("**Fee**") as set forth in Your Order Documents, which shall be fixed throughout the duration of Your Initial Term. Unless expressly stated otherwise in Your Order Documents: (a) all Fees are to be paid in the currency indicated on Your Order Documents; (b) all payments under these Terms are non-refundable, non-cancellable and are without any right of set-off; (c) all Fees shall be paid within the payment period stated on Your Order Documents and Pro-Forma Invoice; and (d) any payment not received from You when

due may accrue interest on a daily basis until paid in full, at the rate of one and a half percent (1.5%) per month. You agree that in the event SysAid is unable to collect the Fees, SysAid may take any steps it deems necessary to collect such Fees and You shall be liable for all expenses associated therewith, including legal fees, relating to their collection. Without derogating from the above-mentioned, SysAid may update its price list, from time to time, in its sole discretion and any price changes will be effective upon the commencement of Your next Renewal Term.

11. **Taxes**. Unless indicated otherwise on the Order Documents, all amounts payable under the Order Documents are not subject to any set off or deduction of any kind, they are exclusive of, and You are solely responsible for, all sales, use, transfer, corporate, excise, value-added, goods and service, withholding and any other taxes assessable by any jurisdiction ("**Taxes**"). If You are required to withhold any amounts due to applicable tax laws or regulations, You shall pay to SysAid the net amount payable to SysAid *after* withholding of taxes, which shall equal the amount that would have been otherwise payable under these Terms. For clarity, SysAid shall be solely responsible for taxes assessable against SysAid based on our income, property, and employees. You agree to hold SysAid harmless from all claims and liabilities arising from Your failure to report or pay any applicable taxes, duties or other governmental charges.

12. **Suspension**. SysAid reserves the right to temporarily suspend the provision of the Service (a) if You fail to pay any amount due under these Terms on its due date after being notified to make such payment. SysAid will make efforts and work with You towards remediation until the reason underlying the suspension is fully cured; (b) if necessary as a result of Your breach of Sections 4 *(Restrictions)*; (c) if SysAid reasonably determines suspension is necessary to avoid material harm to SysAid, including if the Service's cloud infrastructure is experiencing denial of service attacks or other disruptions outside of SysAid's control, or (d) as required by law or at the request of governmental entities.

13. **Term.** These Terms shall become effective on the date listed on Your Order Confirmation ("**Effective Date**"), and shall continue until Your Subscription period expires (as specified in Your Order Documents) ("**Initial Term**"). Thereafter, these Terms and Your Subscription shall automatically renew for successive annual periods unless either party gives written notice to the other at least sixty (60) days prior to the end of the then current Term (each a "**Renewal Term**", and together with the Initial Term, the "**Term**"). For clarity, if Your Initial Term encompasses a multi-year term of service, Your first Renewal Term will commence upon the conclusion of the entire multi-year Term. Additional Services may be added during Your Term to Your then-current Subscription ("**Additional Services**") under that Term's pricing structure and termination date thereof, and will be effective as of the date listed on Your new Order Confirmation. The Fees for the Additional Services will be prorated for the remainder of Your then-current Subscription Initial Term or Renewal Term, as applicable.

14. **Termination**. Either party may terminate these Terms (i) if the other party materially breached these Terms and such breach remains uncured upon thirty (30) days written notice or (ii) immediately, if the other party ceases doing business or is the subject of a bankruptcy or similar proceeding that is not dismissed within sixty (60) days of filing; Termination of the Agreement shall be in addition to and not in lieu of any equitable remedies. This and the following sections shall survive the termination of these Terms: Sections 4 (Restrictions), 6 (Intellectual Property), 7 (Privacy), 8 (Confidentiality), 9 (Fees), 10 (Taxes), 15 (Disclaimer), 16 (Limitation of Liability), 17 (Indemnification), and 18 (General).

15. **Representation and Warranties**. You represent, warrant and covenant that: (a) You, and Your Users shall not use the Services in breach of these Terms, applicable law or in a way that violates or misappropriates any third party rights (including, without limitation, privacy or intellectual property rights); and (b) You have obtained all licenses, rights, consents, permissions and legal basis necessary for the provision to, and use by, SysAid of Your Data under these Terms. SysAid warrants that at the time of performance and during the Term, the Services will be performed: (1) in a workmanlike manner; (2) in accordance with generally accepted industry standards; (3) substantially in accordance with the functions described in the Documentation (4) and that SysAid will comply with all applicable laws and regulations in fulfilling its obligations under these Terms. SysAid's warranty is conditioned upon Your use of the Services strictly in compliance with these Terms; and will be excluded in the event that any modification to the Services is made by a party other than SysAid; or if the Services were combined with other products, processes, or platforms not supplied or supported by SysAid.

16. **Warranty Disclaimer**. Except for the express limited warranties provided hereunder, You assume all responsibility for the use of the Platform including its selection to achieve Your objectives. YOUR USE OF AND RELIANCE UPON THE CONTENT DERIVED, PRODUCED OR OTHERWISE CREATED THOUGH YOUR USE OF THE PLATFORM AND YOUR DATA IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND SYSAID SHALL HAVE NO RESPONSIBILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING. IN ADDITION, SYSAID MAKES NO WARRANTY AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION OR DATA GENERATED BY USING THE SYSAID PLATFORM BASED UPON YOUR INPUTS. THE SYSAID PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY IMPLIED WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. SYSAID DOES NOT WARRANT THAT THE SYSAID PLATFORM OR ANY SERVICES WILL BE ACCURATE AND/OR DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION. YOU AGREE THAT SYSAID WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS,

TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY INTERNET PROVIDERS. SYSAID FURTHER WILL NOT BE HELD RESPONSIBLE IN CASE OF EVENTS BEYOND ITS REASONABLE CONTROL AS WELL AS FOR ANY ACTS OR OMISSIONS OF ANY THIRD-PARTY INCLUDING USERS, OR ANY INVITEES AND/OR ATTENDEES OR ANY OF YOUR CUSTOMERS. YOU ACKNOWLEDGE THAT SYSAID ASSUMES NO RESPONSIBILITY FOR MONITORING THE SERVICES FOR INAPPROPRIATE CONTENT OR CONDUCT. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply. You acknowledge that the Platform may enable or assist You in accessing or using third party services solely at Your own risk; Your use of these services is subject to the applicable third-party terms, and You agree to comply with such terms. SysAid makes no representation and shall have no liability in relation to the content or use of, or correspondence with, any such third-party service.

17. Limitation of Liability. EXCEPT FOR (A) EITHER PARTY'S VIOLATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS, (B) VIOLATION OR BREACH OF THE OTHER PARTY'S CONFIDENTIALITY OBLIGATIONS, (C) EITHER PARTY'S WILLFUL MISCONDUCT OR (D) YOUR PAYMENT OR INDEMNIFICATION OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (I) NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOOD OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO SYSAID DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

18. Indemnification.

18.1. SysAid shall indemnify You, including Your officers, directors, employees and agents from any third party claim including liabilities, penalties, settlements and expenses ("**Liabilities**") finally awarded by a competent court or finally settled from a copyright infringement claim, trade secret misappropriation claim, or claim of infringement of a U.S. patent directly deriving from the Services, except for claims for which SysAid is entitled to indemnification under the following sub-section, in which case SysAid shall have no obligations with respect to such claim. If a third party alleges that the Service infringes the Intellectual Property of such third party, SysAid shall, at its sole option and expense, procure for You the right to continue use of the Service, modify the Service in a manner that does not materially impair its functionality, or terminate the applicable service and refund any pre-paid fee with respect to that Service following the termination date. SysAid will have no indemnification obligation under this Section 17.1 for a violation of third party Intellectual Property right if the action arises out of (a) any unauthorized use, reproduction, or distribution of the Services by You; (b) any modification or alteration of the Platform by anyone other than SysAid; (c) the use of the Services in combination with any other software or equipment, not approved in writing by SysAid; (d) use of the Services in violation of the terms of these Terms.

18.2. You shall indemnify, defend and hold SysAid, including its affiliates, harmless from any and all Liabilities arising from Your use of the Services, breach of these Terms, or violations of third-party rights.

18.3. As a condition precedent to the indemnity obligations above, the indemnified party shall provide the indemnifying party prompt notice of any such claim made against it, grant the indemnifying party control of the defense thereof, and reasonably assist in defending the claim. The indemnified party will not be bound by any settlement that the indemnifying party enters into without the indemnified party's prior written consent, such consent not to be unreasonably withheld.

19. **General Provisions**.

19.1. **Entire Agreement**. These Terms, along with Your Order Documents and various provisions incorporated by reference, constitute the sole and entire Agreement between SysAid and You and supersedes all prior discussions and representations between the Parties relating to the subject matter thereof. Neither party relies on any promise, assurance, statement, representation, warranty or understanding of any person relating to the subject matter of the Agreement, other than as stated in the Agreement. In the event You are upgrading, renewing or otherwise expanding Your SysAid Services, then these Terms, along with Your current Order Documents, shall supplement Your previous SysAid Agreement. Without derogating from the Fees as per clause 10 above, SysAid periodically updates its Terms, which will become effective and binding as of Your Renewal Term. In the event of any conflict or inconsistency among the following documentation, the order of precedence shall be (1) Your applicable Order Form, (2) its respective Quote, (3) these Terms, (4) Your Purchase Order ("PO"); none of the terms on Your PO, other than those consistent with the Your Order Documents shall be incorporated into or form part of Your Agreement, notwithstanding any language to the contrary thereon, and all such terms or conditions shall be null and void. SysAid may refer to Your PO and its corresponding reference number; SysAid's reference thereto does not imply acceptance of the terms stated thereon. Any reference in these Terms to SysAid refers solely and exclusively to the SysAid entity listed on your Order Form, which will be the

only entity with whom You have a contractual relationship. You represent and warrant that the individual binding a party under these Terms is authorized to do so.

19.2. **Independent Parties**. You and SysAid are independent Parties. Nothing in these Terms will be construed to make either Party an agent, employee, joint venturer or representative of the other Party. Neither Party shall have, or represent to have, any authority to bind the other Party or act on its behalf. Nothing in these Terms is intended or shall be construed as a third-party beneficiary agreement, nor shall these Terms confer, convey or be deemed to accord any rights to any third party.

19.3. **Assignment**. Neither Party may assign or otherwise transfer these Terms or any of the rights or obligations hereunder without the other Party's prior written approval, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding, either Party may assign these Terms, in their entirety upon written notice to the other Party, to an affiliate or in connection with a merger, acquisition or sale of all, or substantially all of the assigning Party's assets, or similar transaction so long as the affiliate company is not a competitor of the other Party.

19.4. **No Waiver**. A Party's waiver of a breach or default by the other Party of any provision of these Terms shall not be construed as a waiver of any successive breach or default by the other Party, nor shall a Party's failure to exercise or enforce any right or provision of these Terms be deemed to be a waiver of such right or provision.

19.5. **Severability**. If any provision of these Terms is held by a court of competent jurisdiction to be unlawful, such provision shall be reformed only to the extent necessary to make it enforceable, and such reformation shall not affect the enforceability of that provision or the balance of these Terms; or if such reformation is not possible, that clause shall null and void and the remainder of these Terms shall remain in full force and effect. If any provision of these Terms is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected.

19.6. **Amendments**. Except as otherwise provided herein, any waiver, amendment or other modification of these Terms will not be effective unless in a physical writing executed by both Parties.

19.7. **Governing Law and Venue**. Unless explicitly stated otherwise in Your Order Documents, the applicable governing law provision is based on Your country of Your contracting party as provided here. Notwithstanding anything to the contrary, the parties may seek injunctive relief in any competent court worldwide.

19.8. **Force Majeure**. Neither Party will be liable for any failure or delay in performing an obligation under these Terms that is due to causes beyond its reasonable control, such as natural catastrophes, acts of terrorism or war, or governmental acts or omissions, laws or regulations ("Force Majeure Event"). In no event shall a Force Majeure Event excuse You from paying amounts due under these Terms.

19.9. **Client List**. You agree that We may list You as a customer and reproduce Your logo and registered trademark online or in printed materials solely to indicate that You are or were a licensee or user of the Platform, unless and until You provide Us with a written notice not to do so. Each Party shall retain all intellectual property rights in and to such company logo. You shall not use SysAid's logo without SysAid's prior written consent.

19.10. **Corporate Anti-Bribery Policy and Anti-Corruption Laws, Anti-Slavery Policy and Non-Discrimination Policy**. The following policies are incorporated into these Terms: Anti-Slavery Policy and Non-Discrimination Policy and Anti-bribery Policy Anti-Corruption Laws.

19.11. **Notice**. Notices and all other communications provided for in these Terms shall be in writing and shall be deemed to have been duly given when personally delivered or sent by email (legal@sysaid.com) if to SysAid, and the email You provided on your Order Documents if to You.

IN WITNESS WHEREOF, intending to be bound, the parties have executed these Cloud Terms and Conditions and Order Document, effective as of the later of the dates executed hereon below.

SYSAID TECHNOLOGIES LTD. By:	_____ By:_____
Printed Name: _____	Printed Name:
Title:	Title:
Date:	Date:

ANNEX A

AI SERVICES - TERMS AND CONDITIONS

1. The AI Services (as listed below in this Annex) could involve integrations with third parties, such as OpenAI LLC ("**OpenAI**"), Microsoft Azure Open AI Services ("**Azure**") or AWS BedRock ("**AWS BedRock**"). SysAid may provide You with SysAid AI Services which may include, without limitation, OpenAI, Azure or AWS BedRock language-generation models ("**LLM**"), incorporated into SysAid AI Services, to be used as a tool to create automatically generated tickets, answers to questions, descriptions, instructions, and other texts. You may use the SysAid Copilot only in supported geographies. The AI Services may be subject to usage limitations, modification, or pricing changes (subject to clause 10 of the Terms above).
2. For the purpose of providing you with the AI Services, SysAid may integrate data from Your tickets to any of Your AI Services. You acknowledge, instruct, and agree to SysAid's use of Your information and data to train Your applicable AI Services (including, without limitation, customer tickets and other forms of content or data). Such AI Services will be offered as a customized version for Your use only. For clarity, SysAid does not share Your information with other customers, and it uses Your information solely for the purposes of providing the designated AI Services to You.
3. You shall obtain and maintain all necessary consents, rights and permits and provide all necessary notices for such use of Your information by us. In connection with your use of the AI Services. You may provide input ("**Input**"), and receive output generated and returned by the AI Services based on the Input, including, without limitation, AI-generated outputs such as: responses, data extracts, actions, workflows and code (all referred to as: "**Output**"). You acknowledge that you are not required by law or otherwise to provide any specific Input and that any Input is provided on a voluntary basis. In addition, You acknowledge that the Output is subject to, depends on, and is a function of the Input and that any Output may not be unique. The AI Services were developed to support Inputs in English, resulting in Outputs in English.
4. SysAid and its third-party technology providers and licensors (including, without limitation, OpenAI, Azure, and AWS BedRock), as applicable, own and reserve all legal rights, titles and interest in and to the AI Services, including all intellectual property and proprietary rights.
5. You may not use AI Services to create or share Output in a manner that violates this document and/or any third-party policies, such as OpenAI, Azure policies and AWS BedRock, including, without limitation, OpenAI's Content Policy; Usage Policy, Sharing and Publication Policy, Community Guidelines, Open AI Terms, Azure AI Policy, and AWS BedRock SLA, AWS Usage Policy, AWS_Data Protection which apply to the use of OpenAI / Azure / AWS BedRock LLM (as applicable). You hereby undertake to use prudently the AI Agent Builder and AI Agents (being part of the AI Services) according to SysAid's User Guide.
6. The AI Services and the Outputs are provided to the Customers on an "as is" and "as available" basis and without warranties of any kind, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement. The AI Services are aimed for informational and operational assistance purposes only and they do not provide legal, financial, medical, employment or any other professional advice.
7. SysAid makes no representations, guarantees or warranties, express or implied, whatsoever, regarding the accuracy, reliability, completeness, merchantability, or fitness of the Output, including for Your specific use case or Your particular purpose.
8. The use of the Output is at Your sole discretion and risk and You shall be the sole responsible for the Input and the Output provided (including, from content and language perspectives). It is solely Your responsibility to review, verify, test, and modify any Output before deploying or using it in any production environment. You are responsible for ensuring that any Output You use, complies with all applicable laws, regulations, security, compliance, and operational requirements and third-party terms, including but not limited to data protection, security, and intellectual property laws. By using AI Services, You understand the risks and responsibilities and agree to assume full accountability for any Output You implement or distribute.
9. **AI Agents:** AI Agents (including prebuilt agents and custom-generated agents) can make changes to connected systems, which might pose risks if granted to unauthorized users or misused. It is Your responsibility to carefully review, verify, and test each AI Agent and consider its potential outcomes before permitting user access or background processes to execute it.
10. **AI Agent Builder:** The AI Agent Builder generates custom code created by AI. Such AI-generated code may contain errors or inaccuracies ("hallucinations") and should not be relied upon without thorough human review and testing. It is Your responsibility to review, verify, and test all code created by You or Your users before executing it.

11. **AI Connections:** AI Connections enable integration with external systems. When using AI Connections (including prebuilt or custom-generated connections), You must comply with the terms, conditions, and policies of the external system provider. SysAid is not responsible for Your usage of external APIs or Your compliance with third-party requirements. It is clarified that all AI Connections are treated as third-party services under section 16 (Warranty Disclaimer) above of these Terms & Conditions.
12. The Use of AI-related features, including, but not limited to, the AI Agent, is subject to fair, reasonable and non-excessive use. Premium AI license Customers will have fair and reasonable usage limits, whereas Power AI license Customers will be currently capped at 6,000 (six thousand) AI credits per year (per Customer account). Any remainder of AI credits that was not fully used by Power AI license Customer during a year shall not be shifted to the subsequent year. Customers will have transparency to monitor their AI usage. Moreover, in the event of abuse by any AI license Customer, or usage exceeding the said then-current usage limits (for Power AI Customers) ("**Exceed Usage**"), SysAid may temporary suspend or restrict access to the AI features, and/or charge You with additional Fees, with a reasonable prior notice, retroactively, as of the date such Excess Usage has commenced. SysAid reserves the right to monitor Your usage and modify, redefine or introduce additional quantitative usage limitation policy. Any changes to the usage limitation policy, if and when occur, will be communicated to You 90 (ninety) days prior to Your contract end date (Your Term) and will apply only as of the coming Renewal Term (as defined in clause 13 of the Terms above), as applicable
13. You acknowledge that no security measures can fully prevent all potential loss, misuse or alteration of personal and other information provided as Input, and therefore, SysAid and any of its affiliates shall, to the fullest extent permitted by law, not be liable for any potential losses or damages arising as a result of SysAid AI Services.
14. SysAid disclaims any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with the use of the AI Services. This limitation applies even if SysAid has been advised of the possibility of such damages. SysAid reserves the right to modify or discontinue any of the AI Services, at any time without liability.
15. You may not use the AI Services and/or LLM to process any category of confidential information or sensitive information. You shall not use any AI Services in violation of applicable laws or third-party rights or for unethical purposes. Except for the rights expressly granted under this document, no other rights, or permissions to access or use any of the AI Services are granted to You.
16. You shall not: (i) use output from the AI Services to develop models that compete with SysAid and/or OpenAI and/or Azure and/or AWS BedRock; (ii) disclose to any third party information related to the AI Services which shall all be considered SysAid's Confidential Information (iii) use any automated or programmatic method to extract data or output from the AI Services, including scraping, web harvesting, or web data extraction; (iv) represent that Output was human-generated when it is not or otherwise violate this Agreement, the applicable policies by OpenAI, Azure and AWS BedRock(v) send or process any personal information of children under 13 or the applicable age of digital consent in connection with the AI Services; or (vi) use any AI Services in violation of applicable laws or third-party rights or for unethical purposes. To the extent that you use the AI Services to process any health information, Personal Information, financial information or any other category of Confidential Information or sensitive information, as defined under applicable laws: (i) you shall only do so in compliance with all applicable law, including the requirements to provide all necessary notices and policies to comply with all transparency requirements (as required under applicable law), (ii) you have and shall maintain all necessary rights, legal basis and consents required under applicable law to provide personal information to the AI Services and to use such personal information in accordance with these Terms, and (iii) you shall bear all responsibility and be solely liable for the use of the AI Services, you hereby agree to indemnify SysAid for any third-party claim it receives in connection with your use of the AI Services in breach of any applicable data protection law, privacy, or confidentiality right of any third party.

SysAid AI Services may include (but are not limited) to the following functionalities and services:

1. SysAid Copilot for End Users (Virtual Support Agent)
2. SysAid Copilot for Agent (Virtual Support Agent)
3. SysAid AI Agent Builder
4. SysAid AI Agents

City Council Meeting

Item Number: 11.
Meeting Date: February 24, 2026
To: City Council
From:
Subject: RESOLUTION AWARDING A FIVE-YEAR CONTRACT TO PURVIS SYSTEMS INCORPORATED FOR A FIRE ALERTING SYSTEM FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT FOR A TOTAL COST OF $960,640.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for a Fire Alerting System to PURVIS Systems Incorporated, of Middletown, Rhode Island, for a first-year cost of $648,647.90, and a five-year agreement including ongoing maintenance for the total cost of $960,640.00 for the Information Technology Systems Department.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Fire Equipment and Technology Fund and will be appropriated for this purpose.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
The City Manager approved plans and specifications and authorized advertisement for proposals for a Fire Alerting System. Request for proposals were issued to six hundred seventy-six (676) vendors, twenty-five (25) viewed the proposal request. We received five (5) proposals. Staff recommends awarding to PURVIS Systems Incorporated. Please see the attached memo from Gorgees Eskander, Chief Information Officer, for additional information.

Therefore, please consider a resolution awarding a contract for a Fire Alerting System to PURVIS Systems Incorporated, of Middletown, Rhode Island, for a first-year cost of $648,647.90, and a five-year agreement including ongoing maintenance for the total cost of $960,640.00 for the Information Technology Systems Department.

Attachments:
A. FireAlertingRFP_Award

B. RESOLUTION W EXHIBIT - Award Contract - Fire Alerting System Reso w Exh
C. BAFO 25006623 Bid Tab
D. 25006623 Agreement - Purvis Systems_Full File_2-6-26_Optimized 2.9.26

Erika Munoz, General Services	Created/Initiated - 2/12/2026
Regina Stephenson, General Services	Approved - 2/12/2026
Christy Weakland, Finance	Approved - 2/12/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Jan Hamilton, City Secretary	Final Approval - 2/18/2026

City Council Agenda Item

MEETING DATE: **February 10, 2026**

TO: Erika Munoz, Assistant General Services Director

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution awarding the RFP for a Citywide Fire Alerting System to PURVIS Systems Incorporated, with a first-year cost of $688,225.00, and a five-year agreement including ongoing maintenance.

Purpose:
Consider a resolution awarding the RFP to PURVIS Systems Incorporated for the replacement and implementation of a Citywide Fire Alerting System, with a first-year cost of $688,225.00 (equipment, installation, and software), and a five-year agreement including ongoing maintenance.

Discussion:
A Fire Alerting System instantly converts a 911 fire call into reliable station and mobile alerts (tones, lights, voice announcements, and notifications) so crews are notified clearly and can respond faster, with monitoring and redundancy to reduce missed or delayed alerts. The City's current alerting system is over 10 years old, unsupported, and has experienced failures requiring workarounds; replacing it reduces risk and improves public safety by helping firefighters arrive sooner, limiting fire spread, reducing injuries, and minimizing property damage.

Improved reliability and communications also support overall fire protection performance, including factors that influence community fire ratings (such as ISO), which may help some residents and businesses save on insurance over time.

The City received five (5) bids and staff recommends awarding the RFP to PURVIS based on best overall value, functionality, reliability, implementation approach, and long-term support. Ongoing maintenance fees are:

Year 1	Year 2	Year 3	Year 4	Year 5
Included	$64,265.00	$66,740.00	$69,350.00	$72,060.00

Funding is available in the Fire Department budget.

RESOLUTION NO. _____

RESOLUTION AWARDING A FIVE-YEAR CONTRACT TO PURVIS SYSTEMS INCORPORATED FOR A FIRE ALERTING SYSTEM FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT FOR A TOTAL COST OF $960,640.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for proposals for a fire alerting system; and

WHEREAS, proposals were opened on October 23, 2025, with the most advantageous proposal being submitted by Purvis Systems Incorporated for a total cost of $960,640.00, with an initial first-year cost of $648,647.90, as shown on the tabulation attached hereto as Exhibit “A”, which is incorporate herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Purvis Systems Incorporated for a fire alerting system to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a five-year contract with Purvis Systems Incorporated for a fire alerting system;

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 five-year contract for a total cost of $960,640.00 with Purvis Systems Incorporated for a fire alerting system. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That funds are available in the Fire Equipment and Technology Fund and shall be appropriated for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Purvis Systems Incorporated in accordance with the provisions of the above-referenced contract from funds appropriated for this purpose 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

BAFO RFP 25006623 Fire Alerting System
Bid Opening : October 23, 2025

			Bryx		PURVIS Systems		RadioMobile		US Digital Designs by Honeywell		Westnet	
		Total Cost	$653,905.00		$648,647.90		$898,064.00		$949,244.64		$1,726,418.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Materials Portion Incorporated Into Project	1	$527,405.00	$527,405.00	$403,456.95	$403,456.95	$417,883.00	$417,883.00	$526,412.22	$526,412.22	$1,726,418.00	$1,726,418.00
#0-2	Labor Portion Incorporated Into Project	1	$126,500.00	$126,500.00	$229,535.95	$229,535.95	$231,733.00	$231,733.00	$411,364.42	$411,364.42		see attached
#0-3	Other Costs Not Incorporated Into Project	1	No Bid	No Bid	$15,655.00	$15,655.00	$248,448.00	$248,448.00	$11,468.00	$11,468.00		proposal for details

Bid Summary

676 Bids issued
25 Document takers
5 Bids listed above
0 NO BIDS were received
671 Bidders did not respond

*-

Exhibit "A"

BAFO RFP 25006623 Fire Alerting System
Bid Opening : October 23, 2025

			Bryx		PURVIS Systems		RadioMobile		US Digital Designs by Honeywell		Westnet	
		Total Cost	$653,905.00		$648,647.90		$898,064.00		$949,244.64		$1,726,418.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
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#0-3	Other Costs Not Incorporated Into Project	1	No Bid	No Bid	$15,655.00	$15,655.00	$248,448.00	$248,448.00	$11,468.00	$11,468.00		proposal for details

Bid Summary

676 Bids issued
25 Document takers
5 Bids listed above
0 NO BIDS were received
671 Bidders did not respond

*-

AGREEMENT
25006623

THIS AGREEMENT is made and effective the 25th day of February 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and PURVIS Systems Incorporated, ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

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

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $648,647.90 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

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

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

ARTICLE IV. TERM

The term of this Agreement shall be from February 11, 2026 until February 10, 2027, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least sixty (60) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective. Additionally, the CITY may terminate this agreement for cause, if COMPANY fails to cure any concerns identified by written notice within a fifteen (15) day period.

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

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

The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an

additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

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

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

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole

and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

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

If to COMPANY: PURVIS Systems Incorporated
88 Silva Lane
Middletown, RI 02842

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

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

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

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

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

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

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

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

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

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

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

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

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

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

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

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

CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

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

ARTICLE XV. INDEMNITY

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

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER

WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

Exhibit A

PURVIS SYSTEMS

Technology Solutions with Peace of Mind



The PURVIS Fire Station Alerting System (FSAS)™ Solution

City of Midland, TX

Fire Station System Implementation

PURVIS Proposal PC2026-126

October 1, 2025

Mansoor Chaudhary, Information Technology Services, IT Operations Manager
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City of Midland, TX 79701
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Rick Foster

PURVIS, *VP, Public Safety Business Unit*
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401-619-2469
rfoster@purvis.com

PURVIS SYSTEMS

October 1, 2025

The City of Midland
Mansoor Chaudhary, Information Technology Services, IT Operations Manager
601 N. Loraine St., Midland, TX 79701
mmansoor@midlandtexas.org

Subject: Proposal in Response to the City of Midland's Request for Proposal – Fire System Alerting Implementation

Mansoor Chaudhary,

PURVIS Systems Incorporated (PURVIS) submits this proposal, PURVIS Proposal No. PC2026-126, in response to the City of Midland's Request for Proposal (RFP) for Fire System Alerting Implementation. A digital copy in PDF format of our original signed proposal is being submitted electronically via the E-procurement system as defined within the subject RFP.

PURVIS will perform the services and adhere to the requirements described in this RFP, including Addendum 1 dated September 18, 2025. Our proposal is valid for 180 days. No information provided as part of this response is confidential.

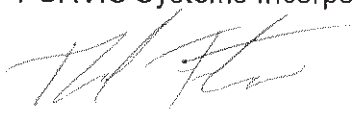
PURVIS is extremely interested in this project, and we possess the corporate stability, capability, and expertise that are necessary for successful performance. Founded in 1973, PURVIS has developed, implemented, and maintained mission critical solutions for fire departments and other public safety organizations for more than four decades. The PURVIS Fire Station Alerting System (FSAS) is installed at fire departments across the United States, including in New York City; Los Angeles, Boston, MA; Fort Collins, CO; Pittsburgh, PA; Washington, DC; Reno, NV; New Hanover County, NC, Pasco County, FL; Jacksonville, FL; Charleston County, SC; DuPage County, IL; and Williamson County, TX. Given our longevity of service to public safety organizations and our experience providing Fire Station Alerting Systems, PURVIS is fully qualified to meet the County's needs.

Danielle Flynn, Contracts Manager, is the contractual contact person for this proposal; she may be reached at 401-845-8432 or dflynn@purvis.com. The technical contact person is Rick Foster, Vice President, Public Safety Business Unit, he may be reached at 401-619-2469 or rfoster@purvis.com.

PURVIS SYSTEMS

PURVIS appreciates the opportunity to submit this proposal and looks forward to the possibility of working with the County to implement our fire station alerting solution.

Sincerely,
PURVIS Systems Incorporated



Rick Foster
Vice President, Public Safety Business Unit

cc: PC2026-126

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EXECUTIVE SUMMARY

PURVIS Systems Incorporated (PURVIS) is pleased to submit this proposal in response to the City of Midland Fire Department's Request for Proposals (RFP) for the implementation of a modern Fire Alerting System. With more than 50 years of experience in designing, deploying, and supporting mission-critical systems for public-safety agencies, including over five decades of continuous service to the Fire Department of New York City (FDNY), **PURVIS offers the City of Midland a proven partner with unmatched longevity, deep technical expertise, and a culture of customer service that our clients consistently praise.**

The PURVIS Solution for Midland

The state-of-the-art PURVIS Fire Station Alerting System (FSAS)™ is fully aligned with the City's objectives to replace its existing Zetron system with a modern, scalable, and reliable solution that integrates seamlessly with Midland's Central Square ONESolution CAD and Motorola Astro P25 radio systems. The proposed PURVIS FSAS will:

- **Deliver clear automated voice alerts** using advanced text-to-speech (TTS) technology that ensures every announcement is natural-sounding, easily understood, and instantly recognizable. Pronunciation can be tailored to reflect local terminology and geography, directly addressing Midland's key concern around clarity and alert fatigue.
- **Provide seamless CAD integration** through the standards-based PURVIS FSAS API. PURVIS has successfully deployed FSAS integrations with Central Square ONESolution in other jurisdictions, ensuring reliable, automated communication between CAD, dispatch, and fire stations.
- **Offer unsurpassed redundancy and reliability** through our active/active server configuration. With the two servers installed, the system employs an active/active server configuration that minimizes the chance of a system-wide disruption. Additionally, unlike other systems that designate a "primary" and "secondary" alerting path, the PURVIS FSAS can simultaneously transmit information over two data paths connected to the system (such as a fiber and cellular path) while also transmitting alerts over a voice radio network for an added layer of redundancy and reliability.
- **Enable future scalability and flexibility.** A single PURVIS FSAS can support alerting to hundreds of fire stations and the delivered system for Midland allows for easy expansion of stations and system capabilities, including adding new devices, zones, or features (such as station automation) down the road without replacing existing infrastructure.
- **Incorporate heart-friendly audio and visual alerting.** Ramped (low-to-high) volume and lighting configurations, along with the capability for zoned alerting, reduce responder stress and improve safety in station environments.

More Than Technology – A Partnership That Matters

At PURVIS, we believe an effective solution requires more than the hardware and software by itself. As systems integrators, we know the best outcomes stem from pairing proven technology with strong project management, training, and ongoing partnership for support. For that reason, our solution for the City of Midland includes the proposed PURVIS FSAS and the following:

- Our well-established, phased project management methodology has been tested and proven across hundreds of FSAS deployments.
- A detailed design, installation, and implementation schedule that reduces risk and minimizes operational disruption.
- A comprehensive testing and cutover program that ensures smooth transitions and system reliability during system implementation.
- A tailored training program for dispatchers, IT staff, and fire personnel to ensure all users are confident and capable.
- Ongoing warranty, maintenance, and 24x7x365 technical support backed by a stable company that will be here for the long term.

For the purpose of best serving the City of Midland, installation services will be provided by our subcontracting partner, **Petro Communications, Inc.** Petro Communications is a well-established Midland firm with a strong local presence and deep experience in radio and communication systems. Founded in Midland, TX in 1969, and family owned for 3 generations, Petro has longstanding BBB accreditation (A+), and they consistently demonstrate trust and commitment to customer service. *Additionally, Petro provided the complete installation and maintenance of the City's new Motorola system. The new system was installed over the last 2 years and has been in use for the last year.* Our partnership with Petro adds tremendous value to the City of Midland by ensuring fast, local response, familiarity with Midland's dispatch centers, fire stations, regional standards and conditions, and established and trusted relationships.

Why PURVIS?

- **Company History & Stability:** More than 50 years of experience and service in mission-critical environments, including over two decades in fire station alerting.
- **Proven Technology:** The PURVIS FSAS is compliant with NFPA standards associated with fire station alerting systems and is installed in hundreds of fire/EMS stations nationwide, engineered for reliability, redundancy, and scalability.
- **Deep Expertise:** Our team includes engineers and system integrators with backgrounds in fire station alerting, software, and hardware development, and network design.
- **Warranty, Maintenance and Support:** We have a proven track record of maintaining mission-critical systems in comparable environments for 10-20 years and beyond.
- **Commitment to Customer Service:** Our unbroken record of over 50 years of continuous service to the FDNY exemplifies our commitment to supporting our partnerships.
- **Financial Strength:** With over 270 employees, and annual revenues of approximately $50 million, we also have the financial resources to effectively support Midland now and well into the future.

The City of Midland deserves a solution and a partner that will stand the test of time. PURVIS offers a proven FSAS solution with unmatched clarity in automated voice alerts, the stability of more than five decades in mission-critical public safety systems, and a culture of customer service. We look forward to the opportunity to deliver a solution that will meet the City of Midland's goals today and adapt with the City for decades to come.

1.0 COMPANY INTRODUCTION

PURVIS Systems Incorporated is a technology solutions partner that develops, implements and maintains mission-critical solutions for federal and local governments. PURVIS has deep technical expertise in the areas of fire station alerting, systems integration, software and hardware development, network engineering, test and evaluation, and maintenance and support.

Founded in 1973, PURVIS has delivered mission-critical software and systems to public safety organizations for more than 52 years. Our fire industry experience includes five decades of uninterrupted service and support to the Fire Department of New York City (FDNY), where we continue to design, install, and maintain dispatching, alerting, and communications systems. We believe this long-standing partnership reflects our commitment to reliability and client support.

At PURVIS, we strive not to have the longest list of accounts, but to build and maintain long-term partnerships. Customer satisfaction is a priority for our team, and we carefully manage our growth to ensure we always maintain our ability to meet clients' needs and expectations.

PURVIS is wholly owned and operated, with no parent companies or subsidiaries. **We're large enough to be trusted by the Department of Defense, National Institutes of Health, and some of the nation's most sophisticated public safety organizations. Yet, we're small enough to be nimble and flexible, enabling us to provide the highest level of customer service.** Partnering with PURVIS means peace of mind, so you can focus on protecting life, safety, and property.

1.1 Relevant Experience

PURVIS has more than 20 years of first-hand experience with fire station alerting systems, and we have been selling, installing, maintaining, and enhancing our PURVIS FSAS for the past 14 years. Today, hundreds of fire and rescue agencies across the United States and Canada rely on our FSAS solution. More than 35 million people are protected by fire /rescue agencies that use a PURVIS FSAS solution.

Our system has been successfully implemented in jurisdictions both large and mid-sized, including New York City, Boston, Washington D.C., Charleston County (SC), Montgomery County (MD), Williamson County (TX), and Naperville (IL). Each of these deployments was completed without disruption to operations.

In Texas, PURVIS has a particularly strong presence with FSAS solutions used by agencies across the state, including:

- *North Channel EMS*
- *Cloverleaf Fire Department*
- *Highlands Fire Department*
- *East Harris County Emergency Communications Center*
- *Crosby EMS*
- *Channelview Fire Department*
- *Sheldon Community Fire & Rescue*
- *Westfield Fire Department*
- *Atascocita Volunteer Fire Department*
- *Pearland Fire Department*
- *Little York Fire Department*
- *Northwest Fire Department*
- *Williamson County EMS Department*
- *Florence Fire Department*
- *Jarrell Fire Department*

- *South Lake Houston EMS*
- *South East Fire Department*
- *Harris County ESD #15*
- *Harris County Emergency Corps*
- *Aldine Fire Department*
- *Eastex Fire Department*
- *Manvel Fire Department*
- *County Road 143 Volunteer Fire Department*
- *Harris County ESD No. 4*
- *Harris County ESD No. 5*
- *Huffman Fire Department*
- *Crosby Fire Department*
- *Liberty Hill Fire Department*
- *Leander Fire Department*
- *Sam Bass Fire Department*
- *Hutto Fire Department*
- *Taylor Fire Department*
- *Taylor Volunteer Fire Department*
- *Coupland Fire Department – Volunteer*
- *Thrall Fire Department*
- *Granger Fire Department*
- *Weir Fire Department*
- *Waco Fire Department*
- *Temple Fire Department*

Our company expertise and track record demonstrate that PURVIS has both the scale and the local presence to support Midland. From major metropolitan departments to mid-sized communities across Texas, our FSAS has proven reliable, adaptable, and compliant with national standards. Midland can be confident in selecting a partner with the experience to deliver a fully functional system and the commitment to provide continuous training, maintenance, and long-term support.

2.0 PROJECT UNDERSTANDING

The City of Midland has clearly defined its objectives in this procurement: replace the existing Zetron fire station alerting system with a modern, scalable, and reliable solution that integrates seamlessly with the City's Central Square ONESolution CAD and Motorola Astro P25 radio systems. We understand that Midland's goals go beyond a simple equipment upgrade, and that the City is seeking a turnkey system that improves clarity, reduces responder stress, ensures redundancy, and positions the Fire Department for long-term success.

Key elements of Midland's requirements include:

- Crystal-clear voice alerts with proper pronunciation and stress-reducing tones to combat alert fatigue and improve response readiness.
- Seamless CAD integration with Central Square ONESolution to automate alerts and minimize dispatcher workload
- Integration with Motorola ASTRO P25 radios to maintain consistent communications across dispatch environments.
- Full coverage across 11 fire stations, two dispatch centers, and one training center, each with unique layouts and installation considerations.
- Redundancy and failover to ensure alerts are delivered even in the event of network or equipment failure.
- Audio/visual alerting devices, including strobes, displays, and speakers, to accommodate different station environments and accessibility needs.
- Scalability and flexibility, allowing Midland to add devices, expand zones, and integrate future station automation or analytics as needs evolve.
- Comprehensive training and post-implementation support, so dispatchers, IT staff, and fire personnel are confident in using and maintaining the system.

PURVIS fully understands the requirements set forth in the RFP, and we are proposing an FSAS solution to meet or exceed your requirements and stated goals:

- ✓ **Automated voice clarity is central to our solution.** Our advanced text-to-speech engine delivers natural-sounding voice for easily understood alerts, directly addressing Midland's stated concern about pronunciation and clarity.
- ✓ **Redundancy is built in.** The PURVIS FSAS runs on an active/active server configuration that ensures continuous operation, transmitting alerts simultaneously across IP and radio networks. This approach eliminates single points of failure.
- ✓ **The PURVIS FSAS is proven and scalable.** With deployments ranging from New York City to Williamson County, TX, the FSAS has demonstrated the ability to support both large metropolitan environments and mid-sized fire departments. The architecture proposed herein can grow with Midland well into the future.
- ✓ **Local implementation support adds value.** Our partnership with Petro Communications, Inc., a well-established Midland-based firm with decades of

communications experience, ensures that installation, service, and maintenance are supported by a team with trusted local knowledge.

- ✓ **Training and support are comprehensive.** PURVIS will provide tailored training for dispatchers, IT personnel, and fire staff, ensuring smooth adoption and long-term sustainability. Following implementation, PURVIS offers 24x7x365 support and a proven warranty program.

The City of Midland is not just acquiring technology; you are investing in a system your firefighters will rely on every day. The table below demonstrates how our proposed solution aligns with the City's evaluation criteria and will ensure both immediate and long-term success.

Evaluation Criteria table:

Criteria	Weight	How PURVIS Meets/Exceeds
Technical capabilities & compliance with requirements	30%	*The PURVIS FSAS is a proven system that is compliant with NFPA standards associated with fire station alerting systems and is designed specifically for fire station alerting. It provides crystal-clear automated voice alerts (addressing Midland's key concern), integrates seamlessly with Central Square ONESolution CAD and Motorola Astro P25, and supports audio/visual alerting, zoning, redundancy, and scalability. The Requirements Matrix in Attachment 1 demonstrates our full compliance with Midland's specifications.*
Experience with public safety agencies and prior alerting projects	25%	*PURVIS has more than 20 years of experience in fire station alerting and over 50 years in mission-critical public safety systems. We have been selling and installing our PURVIS FSAS for 14 years. The FSAS is used by hundreds of agencies, and more than 35 million people are protected by those agencies. PURVIS FSAS solutions are installed in thousands of fire stations in the US and Canada, including New York City, Boston, Washington D.C., Charleston County (SC), Williamson County (TX), and Waco (TX).*
Implementation methodology and timeline	20%	*PURVIS employs a structured, phased implementation process that has been refined across countless FSAS deployments. Our approach includes requirements definition, configuration, installation, testing, training, and cutover, all backed by detailed documentation. With Midland-based Petro Communications providing local installation and support, we reduce project risk and ensure efficient deployment within the City's required timeline.*
Cost effectiveness and completeness of pricing	15%	*PURVIS provides a transparent, itemized pricing structure with no hidden costs. Our solution utilizes commercially available, off-the-shelf components for affordability and long-term sustainability. Because our system is modular and scalable, Midland can add devices and features over time without costly overhauls, delivering the best long-term value.*
Warranty and post-installation support	10%	*PURVIS offers a comprehensive one-year warranty covering all hardware and software, along with 24x7x365 technical support. Post warranty maintenance options offer comprehensive coverage for long-term system success. We have decades of experience maintaining mission-critical systems for 10–20 years and beyond, ensuring Midland receives not only a system but a reliable long-term partnership.*

3.0 PROJECT APPROACH & DESCRIPTION OF SERVICE FULFILLMENT

This section describes a full overview of our solution for the City of Midland, and the approach we will utilize to deliver a turnkey solution that will ensure long-term success.

3.1 FSAS SOLUTION OVERVIEW

The table below identifies the components of the FSAS solution proposed herein for the City of Midland. A description of each item follows the table.

Dispatch & Backup Dispatch Components	Fire Station Components (for each station)	Mobile Alerting
1. Central Servers (Virtual) 2. PURVIS FSAS API/CAD Interface 3. Dispatch Management (DM) Consoles (2) 4. Radio Interface Units (RIU) (2) 5. PURVIS FSAS Portal	1. Station Control Unit (SCU) 2. SCU Remote Touchscreen 3. Network Switch (24 port) 4. Uninterruptible Power Supply 5. Turnout Timer(s) 6. 70v Audio Amplifier 7. 42” Message Board(s) 8. Message Board Display Module	1. Email 2. Mobile App 3. SMS (optional)

3.1.1 Dispatch Components

1. **Central Servers:** The Central Servers make up the core of the PURVIS FSAS solution. During operation, the PURVIS FSAS Central Servers process CAD data transmitted by the CAD Interfaces and broadcast alerts over the required channels/talkgroups on the City radio network.

   In the fire stations, the Central Servers provide dispatch data to the fire stations involved in the incident. All fire stations required for a specific event are alerted *at the same time*. The PURVIS FSAS Central Servers simultaneously transmit the alert data to the required fire station(s) via the IP network. The PURVIS FSAS Station Control Unit in each alerted fire station will translate the text to speech locally and then broadcast the audio over the station speakers. This design significantly reduces the size of data files transmitted over the network and provides redundancy in the text-to speech translations.

   A key feature of the PURVIS FSAS is the duplicate Central Server configuration; this redundant and highly available active/active Central Server architecture is designed to provide the maximum up time to ensure stable and “always available” communication. Both PURVIS FSAS Central Servers are operational and live at all times. Servers can be physical or virtual, and each server operates in an active mode and continuously monitors system health and status information through active connections and communications with the other server, the PURVIS FSAS DM Console(s), the CAD systems, and the fire stations where a PURVIS FSAS is installed. All alerts and FSAS

communications flow through each Central Server simultaneously to provide a true level of system redundancy.

For the City of Midland, our proposal assumes the City will provide virtual servers and the required MS SQL database software. Multiple PURVIS FSAS solutions deployed in live customer environments operate within customer supplied-virtual server environments. Optionally and at an additional cost, PURVIS can provide physical servers and the SQL database licenses required for the servers.

The virtual server requirements provided in the Appendix of this proposal represent the minimal recommended requirements for hosting the PURVIS FSAS. If additional resources like RAM or disk space are available, they can be added without impact to operations. The only exception to this is the number of cores assigned to the Microsoft SQL server. This limit is put in place due to current Microsoft SQL licensing models.

2. **PURVIS FSAS API/CAD Interface:** The PURVIS FSAS can seamlessly interface with any CAD system through the standards-based PURVIS FSAS Application Programming Interface (API). The PURVIS FSAS API resides on each PURVIS FSAS Central Server and enables a seamless gateway for alert messaging transfer from the CAD system to the radio network and installed stations. With the CAD interface implemented, no additional dispatch steps will be required outside of the existing CAD system to alert responders.

   The PURVIS FSAS has been successfully and repeatedly interfaced with the Central Square ONEsolution CAD system. The PURVIS FSAS currently communicates with the Central Square ONESolution CAD in Pasco County, FL, High Point, NC, New Hanover, NC, Lexington County, SC, Williamson County, TX and Forsyth County GA.

   Our proposal identfies the year 1 costs that Central Square will charge the City for the Central Square-supplied interface between the ONESolution CAD and the PURVIS FSAS. Our proposal assumes that the City will contract directly with Central Square to pucrhase this interface.

3. **Dispatch Management Console:** The PURVIS FSAS Dispatch Management (DM) Console is a Lenovo (or similar) all-in-one LED desktop computer that hosts the DM Console software, a permissions-based application that provides the ability to manage, control, test and monitor the PURVIS FSAS. The graphical user interface (GUI) of the PURVIS FSAS DM Console software is designed to be easy to use. The large buttons and high contrast screens provide quick access to critical features in the PURVIS FSAS, such as system monitoring, reporting and manual alerting. Many of the system features and critical information can be viewed from a single screen.

   The following figures show samples of some of the information that can be viewed from the DM Console Touchscreen interface:



Figure 1: DM Console Touchscreen Interface



Figure 2: Sample Trouble Alert - CAD Failure Alert



Figure 3: DM Console Manual Activation Screen



Figure 4: Sample Trouble Alert - Radio Failure Alert

Authorized personnel, such as system administrators and dispatch supervisors, can monitor the PURVIS FSAS through the DM Console.

Through the PURVIS FSAS DM Console, the PURVIS FSAS provides access to an array of standard reports to aid monitoring and/or troubleshooting various aspects of the system's performance.

Audible and visual alerts for critical system failures, such as circuit failures, are delivered to the PURVIS FSAS DM Console for NFPA compliance.

Manual alerts can be generated and sent through the DM Console in the event the City loses access to the CAD system. General announcement messages can also be generated and sent to the stations at any time through the DM Console.

4. **Radio Interface:** The PURVIS FSAS Radio Interface Unit (RIU) allows us to interface our system with the City's radio system to provide analog tones and automated "text-to-speech" verbal announcements over the relevant radio channel(s) for over the air broadcasting of alerts. The RIU can connect to VHF, UHF, 700MHz, 800MHz, and P25 radio systems. The delivered RIU in each dispatch center can support up to six (6) radio channels. The number of radio channels supported can be further expanded at any time by adding additional RIUs.
5. **PURVIS FSAS Portal:** System administration and manual alerting can be performed through the secure, browser-based PURVIS FSAS Portal. The Portal can be accessed by users with appropriate login credentials from a computer with an Internet browser (Edge, Chrome, and FireFox) and network connectivity to the PURVIS FSAS Central Servers on the network. The Portal can also be accessed from the PURVIS FSAS DM Console. Examples of the Home Page, Configuration Page and Incidents Report Page are included below.

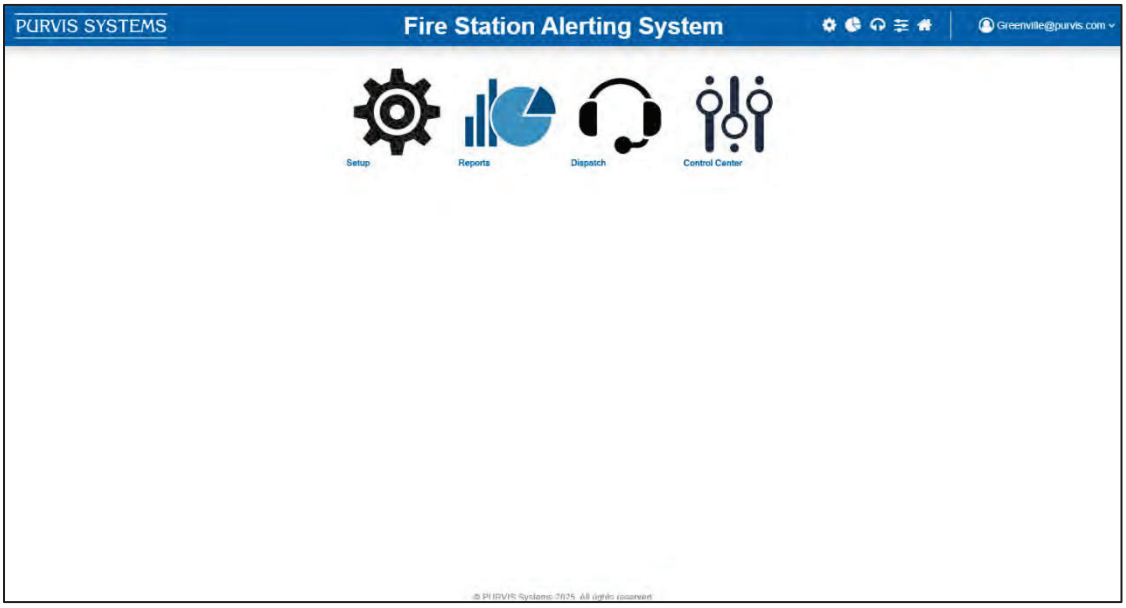


Figure 5: Portal Home Page

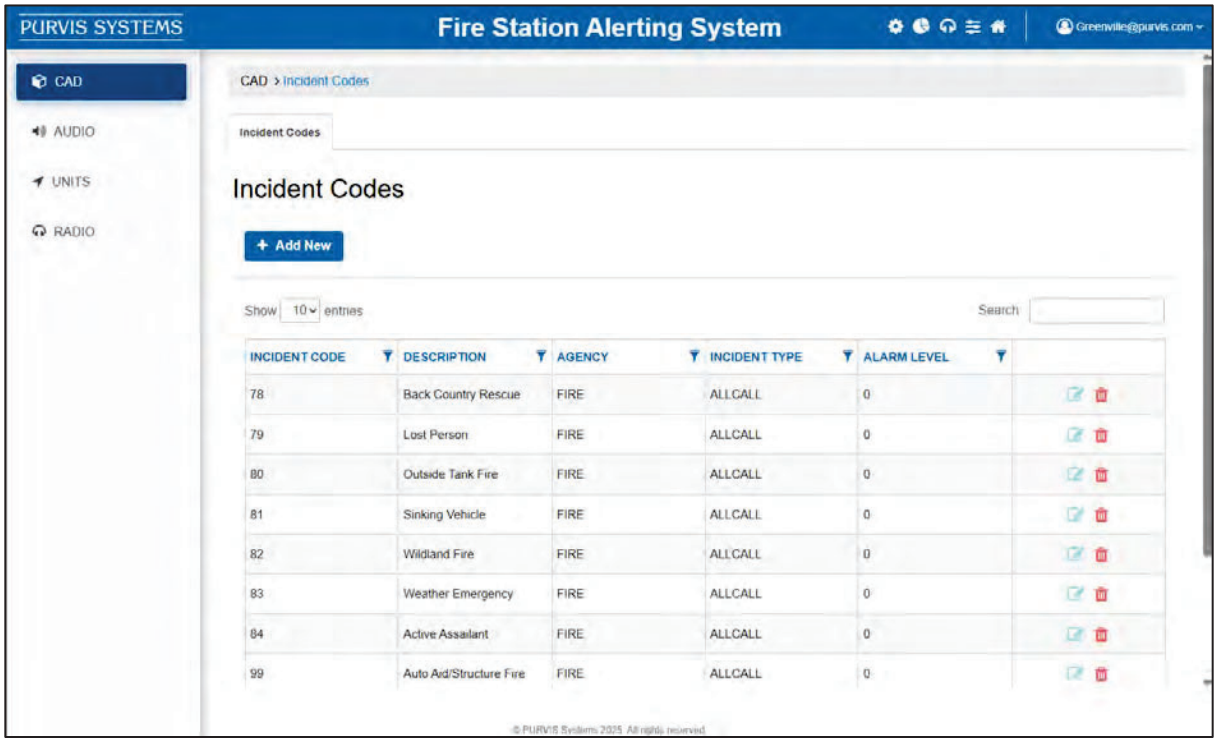


Figure 6: Portal Configuration Page

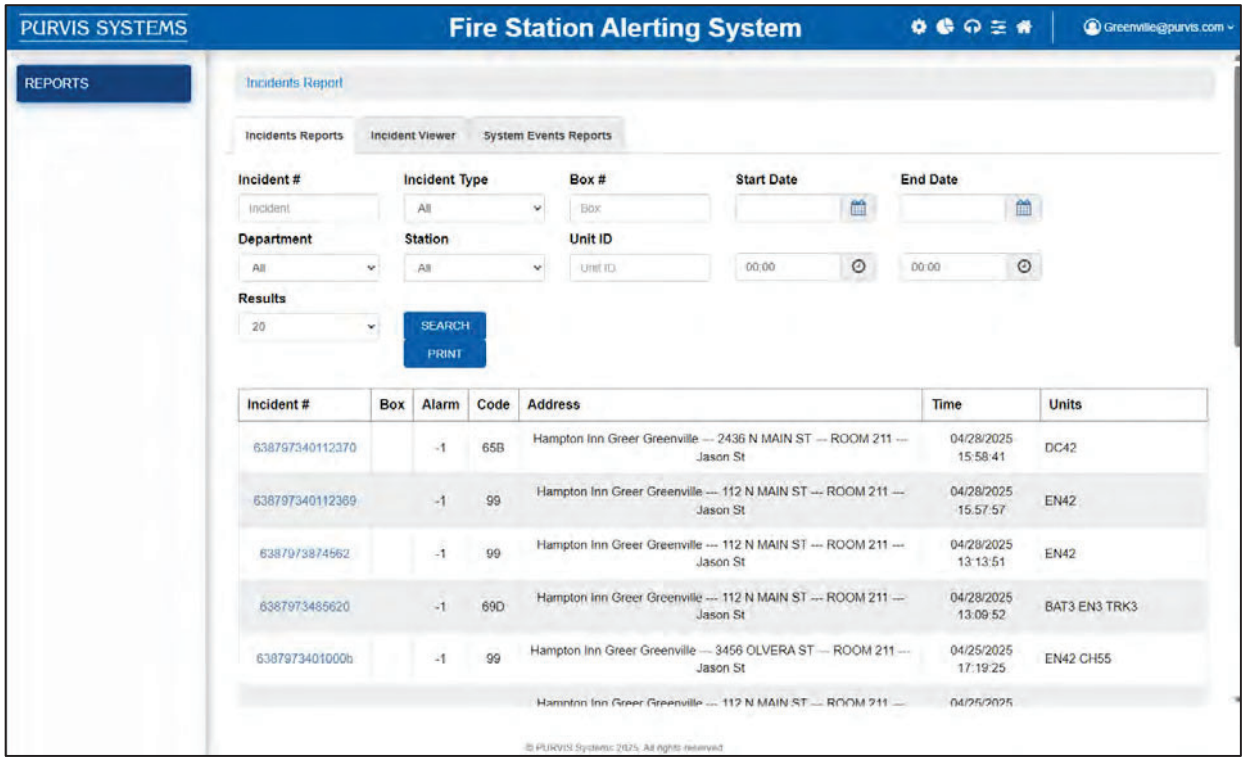


Figure 7: Portal Incidents Report Page

3.1.2 Station Components

1. **Station Control Unit (SCU):** The PURVIS FSAS SCU receives incident alerts and activates the appropriate station electronics, such as the touchscreen, turnout timer(s), and audio amplifier/speakers.

   The PURVIS FSAS SCU will be cabled to the customer-supplied radio in the station. If the City's IP network connection fails, the radio serves as an automated backup alerting path. The FSAS will automatically detect the loss of IP connectivity and the SCU will pass radio audio through the station speakers so that automated announcements can still be heard. When IP connectivity is restored to the station, the SCU will automatically go back into a normal IP operating mode, and the radio audio will be silenced.

   If the City requires the radio to activate via tones, when the radio's relay is activated via the transmitted radio tones, a relay on the PURVIS FSAS will activate and a pre-configured announcement will play over the speaker system followed by the automated voice announcement transmitted over radio.

   Please refer to the Project Assumptions in Section 6.0, Pricing section of this proposal for details on the other existing station equipment that the SCU will be cabled and connected to as part of our proposed solution.
2. **SCU Remote Touch Screen:** The PURVIS FSAS 22" SCU Remote Touch Screen can be wall or desk mounted. The touch screen provides a simple, user friendly, GUI specifically designed to allow for efficient fire station operations. It displays critical FSAS related information to station personnel, including detailed incident information (including call type, priority, units assigned and location), general announcement messages, PURVIS FSAS system status (including equipment health, network status, and CAD interface status), date/time and historical logs. The touch screen display can also serve as a local module in the fire station to allow crew members to acknowledge incidents, manually test the system, and turn/on/off radio audio so that station personnel can listen to radio over station speakers when desired. Optionally, incident mapping can be displayed on the touch screen when an incident is received at the station.

   The following figure displays the graphic user interface of the Remote Touch Sceen:

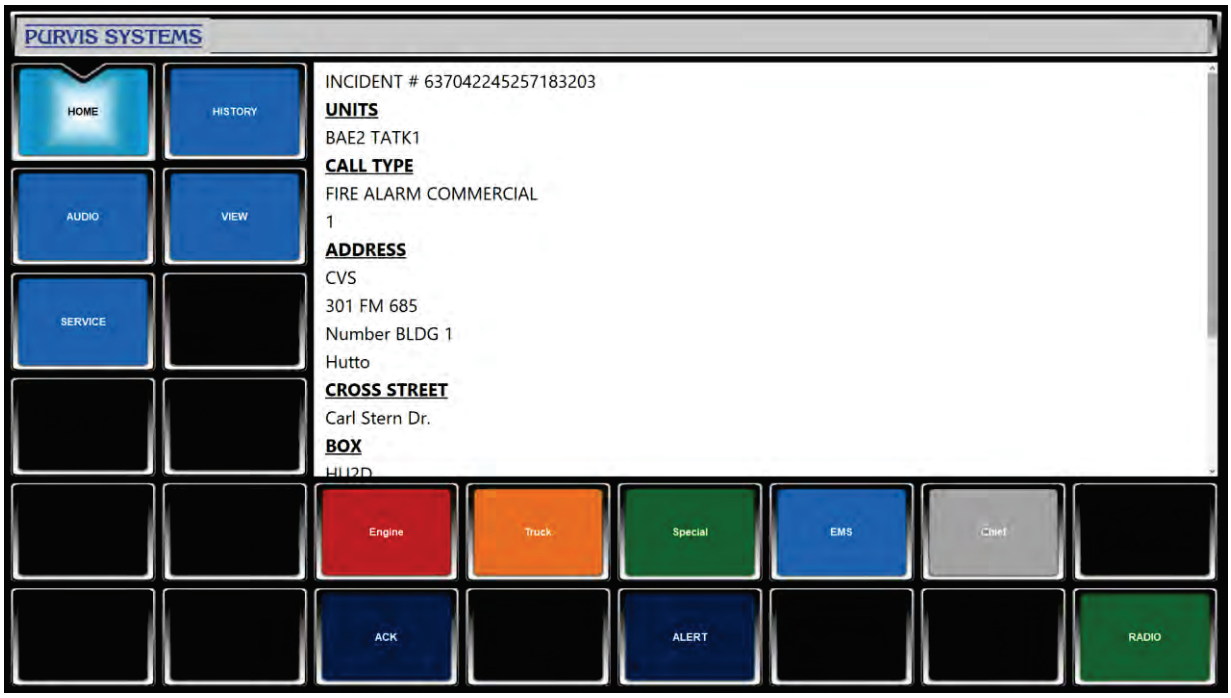


Figure 8: Touchscreen Graphic User Interface

3. **Network Switch:** The Network Switch is a 24-port switch that provides Local Area Network (LAN) connectivity for fire station devices.
4. **Uninterruptible Power Supply (UPS):** The UPS provides backup power to the PURVIS FSAS equipment in the event of a power outage in the fire station.
5. **Amplifier:** The high-efficiency Audio Amplifier delivers clean, full bandwidth audio to speaker systems while reducing power consumption.
6. **Turnout Timers:** The Turnout Timer is a dedicated wall mounted LED timer display. The Turnout Timer begins counting upward in one-second increments when the incident is received at the fire station. The timer continues to count upward each second until the responding apparatus have acknowledged the incident, the optional Unit Presence Detector has detected the apparatus has left the drive bay, or when user-defined criteria has been met.
7. **Message Boards:** The 42” Flat Panel Message Board is a 1080p LED display that is wall mounted in the stations and configured to display incident alert information including but not limited to address, cross street, responding units, incident type and turn-out time.
8. **Message Board Display Module:** The message board display module will provide the FSAS Message Board display for multiple monitors.

3.1.3 Mobile Alerting

1. **E-Mail:** The PURVIS FSAS automatically transmits dispatch alerts and system trouble notices via e-mail to designated Fire Department personnel through the e-mail system.
2. **Mobile Alerting App:** The optional Mobile Alerting App interfaces with the PURVIS

FSAS and allows alerts to be delivered to iOS and Android smartphones and tablets. Mobile users are assigned to notification groups (such as units or stations) and are notified via an audible tone, a visual banner, and then they can click to access additional details. The app offers incident information, mapping, incident chat/messaging sessions, and SOS calls back to the command center.

3. **SMS (OPTIONAL):** The system includes the capability to transmit SMS text messages. Unlike other station alerting systems, the PURVIS FSAS sends out true SMS text messages versus using an e-mail gateway to deliver messages. Our approach of sending SMS messages significantly increases the likelihood that messages will be delivered to the intended recipients, and it reduces the risk of cell carriers tagging messages as SPAM and blocking them from delivery. The PURVIS FSAS sends all SMS messages through a text message aggregator that has relationships with all major cell carriers. The aggregator then delivers the messages to the cellular carriers who then ultimately deliver the messages to the recipients' devices. PURVIS will work with the City to establish an account with a text message aggregator. Pricing for this option will be based on the required number of SMS credits needed by the City.

3.1.4 Additional / Optional FSAS Devices

PURVIS offers numerous optional non-proprietary, Commercially Available Off-the-Shelf (COTS) audible and visual alerting devices that can be added to the system at any time, either during or after system installation. The following is a list of additional optional devices:

1. **Ambient Noise Sensor:** Ambient Noise Level Sensors detect the ambient background noise and amplify the audio being played to the associated speakers. In areas of the fire station where noise levels can be high, such as the drive bays, the PURVIS FSAS uses these sensors to ensure that critical audio alerts are audible. The minimum and maximum audio levels for the system are configured during implementation to ensure that the levels are within the agency's requirements.
2. **Audio/Relay Expansion Module (ARXM):** The ARXM provides additional audio zones and dry contact relays in a single module. The ARXM is available in four (4), eight (8), and twelve (12) audio zone models, and eight (8) and sixteen (16) dry contact relay models or a combination thereof. More expansion modules can be added as needed.
3. **Doorbell:** The doorbell is installed in a weatherproof housing at the fire station's public entrance and connected to the Station Control Unit (SCU). Upon activation, the SCU will alert the fire station via a configurable audible announcement.
4. **Camera/Doorbell:** PURVIS can install a camera at the front-door of the fire station with a doorbell that has an integrated microphone and speaker for 2-way audio communications. This provides a video and audio feed into the station and also back to the dispatch center. Any visitor to the fire station can get immediate assistance, either from station personnel who can get a "visual" on the visitor, or from the dispatch center if station personnel may be away or unavailable.
5. **Dorm Remote:** The Dorm Remote is a wall-mounted device that has eight (8) push buttons configured to correspond with the unit types assigned to the station. For

instance, buttons may be configured for Engine, Ladder, Rescue, Hazmat, etc. Using the Dorm Remote, users can select the unit or units that must be activated in the dorm. When a unit is selected, a green LED light above the button for that unit type will light, indicating that the dorm is configured to activate for that particular unit type.

6. **Dorm Remote Gateway (DRG):** The PURVIS FSAS DRG provides the communication pathway between the PURVIS FSAS SCU and the Dorm Remotes installed in the station. All zone activations are managed through the PURVIS FSAS SCU software.
7. **Red LED Light:** The Red LED Light can be configured to ramp up, steady on or strobe. The ramped/steady on red light can be used for safe egress at night and to reduce the startling effect of nighttime alerts.
8. **LED Reader Board:** The Reader Board provides incident information on a high contrast and bright LED display available in 24”. The LED displays are easily readable at great distances making them ideally suited for installation in drive bays or other large spaces where high visibility is required. These displays will typically show the fire station personnel the incident address, cross street, common name, responding units, incident type and turn-out time.
9. **Manual Push Button:** The Manual Push Button can be configured for a variety of operations, including manually activating the system if connectivity to dispatch is lost or if an incident (such as a walk up) occurs at the fire station requiring immediate response. The PURVIS FSAS Station Control Unit will activate all configured devices at the fire station and send a notification back to the Dispatch Center indicating that a manual activation occurred. The Manual Push Button can also be configured for incident acknowledgements, system tests, and more.
10. **Printer:** The FSAS Printer is a thermal style printer. This printer type decreases the likelihood of failures associated with ribbons, toner, ink cartridges, and paper. Incidents received at the fire station are sent immediately to the printer. The information printed typically includes the incident type, the address, the apparatus dispatched, and other comments that can be configured to the agency’s specific needs.
11. **Speaker (Surface/Recessed):** These speakers are 25/70v interior speakers. The speaker can be surface mounted in a 12” x 12” enclosure or recessed in a ceiling, depending on parameters in each fire station.
12. **Speaker (Recessed with Red and/or White LED Lights):** These speakers are 25/70v interior speakers with an integrated ramped Red LED light ring, ramped White LED light ring, or combination of both. Typically installed in dorm rooms and hallways, these speakers with integrated LED lights reduce the startling effect of nighttime alerts and don’t have a negative impact on the night vision of fire station personnel.
13. **Speaker (Exterior/Drive Bay):** These speakers are 25/70v exterior grade speakers for both exterior and drive bay applications. The exterior grade surface mount speaker allows for installation in both indoor and outdoor environments without sacrificing sound quality.

14. **Multicolored Tower Light:** The Multicolored Tower Light is an LED light bar with five (5) individual color segments. Colors include white, blue, green, amber and red. Colors can be used to indicate unit types or incident types.
15. **Unit Presence Detector:** The Unit Presence Detector provides detection of apparatus (units) in drive bay locations. This information is used to automatically record turn-out time on a unit-by-unit basis. Timer data is logged in the database and can be accessed to perform Turn-Out Time data analysis.
16. **Volume Control (wall mounted):** The wall mounted volume control is a signal level controller that is capable of remotely controlling the volume of a single or multiple 25/70v speakers. The wall mounted volume control fits into a single gang electrical box.

3.2 PROJECT APPROACH

At PURVIS we believe our project management approach to system implementation is just as much a part of our solution as the technology itself. Our entire project philosophy is rooted in one central truth:

Public safety can't afford shortcuts.

That's why our approach to every FSAS project goes beyond conventional project management and system deployment. We begin every engagement by taking the time to carefully understand each client's unique operational needs and infrastructure. From there, we tailor a solution that aligns with their specific goals.

Once the system is in place, we have the skills, the technical expertise, and perhaps most importantly, the desire to build and maintain a lasting relationship. Many of our clients return to us again and again because of our focus on customer satisfaction.

Our approach is what it is because it is the right way to implement a public safety system of this size and scope into a mission-critical operating environment.

While the product capabilities are certainly critical to the City in its selection process, a well-defined, documented, and proven project implementation approach should be given equal consideration. Any approach that does not meet those criteria introduces significant technical, cost, and schedule risk to the City of Midland.

PURVIS' structured approach to FSAS solution delivery is fully documented and has been repeatedly tested and proven across countless FSAS implementations for other clients. The following figure illustrates the phases of our approach process.

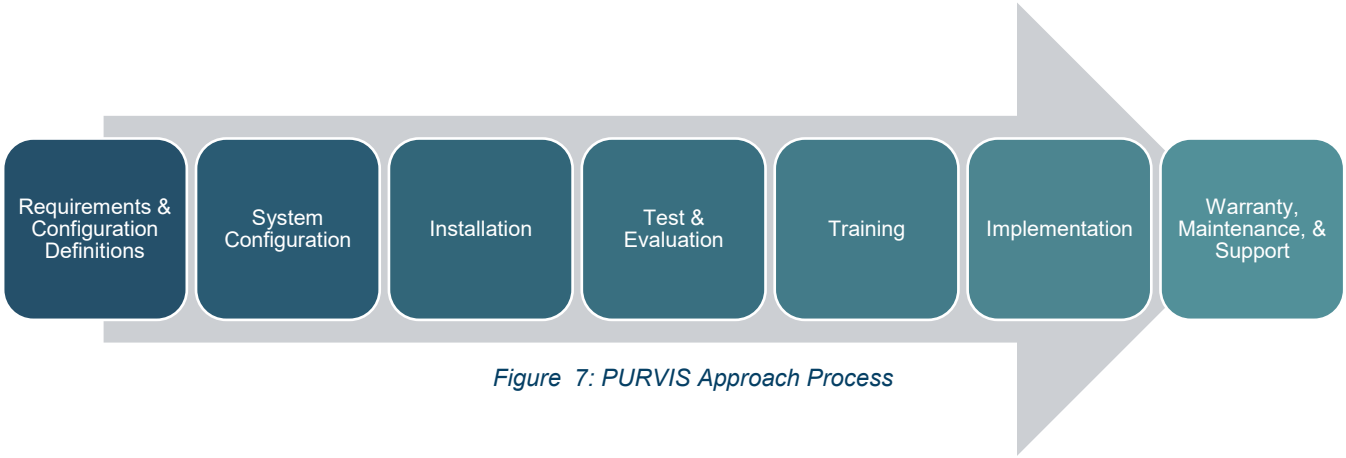


Figure 7: PURVIS Approach Process

The following paragraphs provide brief details on each phase:

1. **Requirements and Configuration Definitions Phase:** The Scope of Services must be fully understood in order to define the complete solution and configuration settings necessary to maximize the effectiveness of the FSAS. Our delivered FSAS solution will be tailored to meet the operational model employed by the City. Our proposed approach to the Requirements and Configuration Definition task revolves around further decomposition and documentation of the requirements. The following is a description of each step of the methodology.
   a) *Conduct Definition Meetings* with the City of Midland. The PURVIS Team will conduct meetings with City project management, dispatch, station, radio and IT staff to review the configurability of our proposed FSAS.
   b) *Document Configuration Settings.* All Midland selected configuration options will be documented in a System Configuration Document. Network requirements and configuration will also be defined jointly by the City and the PURVIS Team and will be documented in a Network Configuration Spreadsheet.
   c) City of Midland *Review / Comment.* The System Configuration Document and the Network Requirements Spreadsheet will be provided to the City for review and comments. Comments will be incorporated and final documents published.The end state of this task will be a System Configuration Document and a Network Configuration Spreadsheet that will define system design and construction and will drive all testing and acceptance activities.
2. **System Configuration Phase:** The best solution is one that allows the end user to implement their proven operational requirements; not one that requires the end user to adopt an operational model forced on them by the product. To this end, each PURVIS FSAS solution for our clients is configurable to allow it to meet specific operational needs of each fire department without the need to make costly and time-consuming hardware and software modifications to the system.

   The PURVIS Team's approach will consist of utilizing the System Configuration Document and Network Requirements Spreadsheet developed during the Requirements and Configuration Phase. This definition will document the configuration settings that need to be made to the system. Our methodology to implement this definition involves

changes to the FSAS database through using data maintenance utilities. All changes will be done based on the approved documents. Each configuration item will then be tested during the Test and Evaluation Phase. The result of this approach will be an FSAS that is configured to meet the City of Midland's operational mode.

3. **Installation Phase:** PURVIS will serve as prime contractor responsible for all aspects of this project. Our subcontracting partner for the purpose of installation, cabling, and onsite maintenance and support is **Petro Communications, Inc (Petro)**. During this phase of the project, installation requirements are fully and carefully clarified, and installation activities are scheduled and coordinated with the City.
4. **Test and Evaluation Phase:** PURVIS has significant experience in the design, development, integration, and testing of mission critical systems for public safety agencies. This experience includes the successful deployment of our FSAS in all client locations, including New York, Boston, Washington D.C., Charleston County, and Pittsburgh, to name a few. Our experience has led to the establishment of a formal System Test and Evaluation approach that will be applied to all efforts under this contract. This approach will ensure that the City receives a high quality product and that the FSAS installation is performed correctly.

The following table illustrates the PURVIS Team's structured approach to completing system test and evaluation.

Test Process	Description
Requirements & Configuration Review	Review / documentation of the City defined FSAS requirements.
Acceptance Test Plan Preparation	Preparation of an Acceptance Test Plan to define the entry criteria planned testing, exit criteria, test logistics and personnel responsibilities associated for all testing phases of the City's FSAS implementation. This will include overall System and Station Acceptance.
Configuration and Integration Testing at PURVIS	Activities during this phase include: Setup of PURVIS lab facilities to emulate City of Midland's Dispatch and Station Systems Completing radio integration and testing Tailoring of existing PURVIS FSAS Integration Test Script to meet specific City requirements. Script covers FSAS Functional, Configuration, Failover, Manual Alerting and CAD Interface testing.
System Verification Testing at PURVIS	Verification testing conducted by the PURVIS test engineers using standardized test script and test lab environment; Focus on: End to end functional testing Station specific configuration testing Operational testing using simulated Central Square ONESolution CAD interface and CAD Vendor test interfaces (if available)

	Test issues are documented using bug tracking tools; configuration management of hardware and software is used to provide traceability.
System Integration at the City of Midland	Multiple integration and testing activities include: Network Integration - Integration and testing of Central Servers, DM Consoles and Radio Interface's that are installed, and operational on the City's LAN/WAN. Central square ONSSolution CAD Integration - Integration and testing with all CAD test and production servers; gather and review operational log files to verify operational CAD data from each Dispatch Center (CAD site) Radio Integration - Integration and test of radio interface with attached radio consoles; generate live dispatch audio on designated test channels for customer review and acceptance Station Integration - Integration and testing to verify each station's connectivity, software status and dispatch functionality Note: Some activities will be completed remote software access from PURVIS to the customer provided virtual servers.
Acceptance Test Procedure Development	Tailoring of existing PURVIS FSAS Acceptance Test Procedures to meet specific Town of Fairfield requirements. The Town will review and comment on all Acceptance Test Procedures. PURVIS will incorporate all comments.
System Verification Testing at the Town of Fairfield	End to end testing conducted by the PURVIS test engineers using selected station environments, the installed central system production environment and Dispatch Centers and CAD Systems. Preparation for Acceptance Testing.
Acceptance Testing	Conduct Acceptance Testing efforts jointly with the Town using selected station environments and installed central system production environment. Acceptance testing will focus on customer requirements and encompasses: Functional Testing Configuration Testing Failover Testing CAD Interface Testing Manual Alerting Reliability and Performance Testing
Cutover Preparation & Execution	Preparation and review of cutover / migration and back out process. Generation of station checklists to validate successful cutover.
Test Reporting	Formal test documentation provided to the Town to document completion of Acceptance Testing and Station Cutover.

5. **Training Phase:** PURVIS recognizes the importance of a thorough and timely transfer of knowledge from our key technical and operation staff members to the City of Midland Dispatch/Fire Department staff members who will be using and maintaining this system. PURVIS has the experience, methodology, and products to ensure all key personnel are thoroughly trained in FSAS operation and maintenance. PURVIS' training methodology involves conducting training activities, with materials, fully tailored to the delivered PURVIS FSAS solution. For more information about our training program, please see section 3.4 Training of this response.
6. **Implementation (Cutover / Migration) Phase:** PURVIS has a rich body of experience conducting and supporting cutover and migration activities for multiple clients. A key component to successful deployments is our planning, testing, and documentation methodology, which includes full and thoughtful coordination with the customer. Our team understands the importance of making smooth and seamless transitions to new software, hardware, and system interfaces, and knows that success is rooted in careful planning and coordination with the City. We strive to minimize the impact on operational systems during deployment activities.

   Our extensive mission critical system cutover experience allows PURVIS to prepare customized documentation that allows for a smooth transition to your new and/or upgraded hardware or software.
7. **Warranty, Maintenance, and Support Phase:** Providing comprehensive post-installation support is a critical element of the proposed solution. With that in mind, our standard Customer Support Plan for a delivered PURVIS FSAS for the City of Midland consists of a comprehensive one-year warranty that begins upon final system acceptance by the City. The warranty covers all delivered hardware and software, and provides the following:
   - Hardware warranty
   - Software warranty
   - 24x7x365 Help Desk (Zendesk Ticket Management System)
   - 24x7x365 Emergency Service Support
   - Remote Software Support

   The same agreement is typically utilized for Warranty and Post Warranty periods. PURVIS also offers onsite warranty and post-warranty services to our clients as an optional upgrade.

3.3 PROJECT IMPLEMENTATION & TIMELINE

3.3.1 Project Management Methodology

PURVIS applies a proven, structured project management methodology to every FSAS implementation. Our project management plan provides senior-level project management personnel with significant experience managing public safety and government-based projects. The PURVIS approach integrates our team with City of Midland staff in a cooperative effort to ensure that the City receives a high-quality product that meets or exceeds all requirements within cost and schedule constraints.

PURVIS follows the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) guidelines, applying recognized practices to all our projects. Executive management ensures that project managers implement this methodology consistently and actively participates in ongoing project reviews.

The PURVIS project management methodology consists of five major phases:

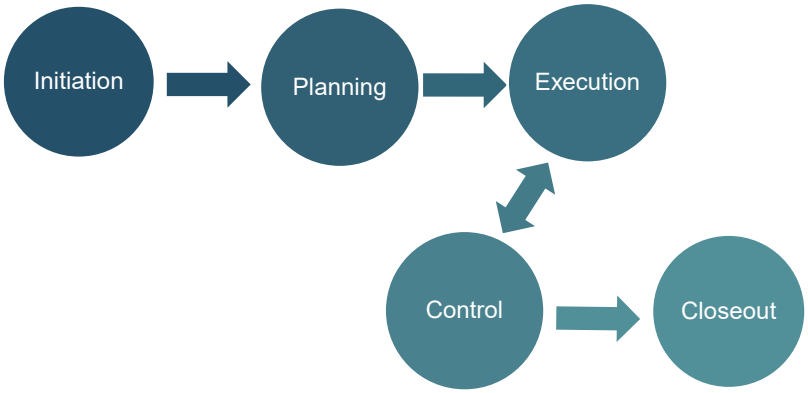


Figure 8: Project Management/Implementation Methodology

- **Phase 1: Project Initiation:** Define the overall parameters of the project and establish the foundation for all subsequent phases. During this phase, PURVIS and the City confirm scope, deliverables, and expectations, based on the RFP, our proposal, and the executed contract.
- **Phase 2: Project Planning:** Identify needs, resources, and structure for organizing and managing the project. Prepare a Project Scope Document that defines objectives, deliverables, schedule, communication plan, and success metrics.
- **Phase 3: Project Execution:** Coordinate and allocate resources, execute project activities, and maintain regular communication with the City. Weekly project status reports and meetings ensure transparency, highlight accomplishments, identify issues, and define next steps. All deliverables undergo PURVIS's internal acceptance process to confirm that no technical requirement is overlooked.
- **Phase 4: Project Monitoring and Control:** Track progress against baseline plans and control scope, schedule, and cost. Performance monitoring and quality control are ongoing throughout this phase.
- **Phase 5: Project Closeout:** Complete all final reviews and deliverables. This includes financial closeout, archiving project records, conducting a lessons learned review, and confirming project success through customer feedback.

This disciplined approach has been applied successfully in multiple FSAS deployments, ensuring that each project is delivered on time, within budget, and fully aligned with the client's operational requirements. For Midland, the same methodology will guide the installation, testing,

training, and cutover of the FSAS across 11 fire stations, two dispatch centers, and the training center, with Petro Communications providing local installation support.

3.3.2 Project Communications

PURVIS recognizes that effective communication is critical to the success of any project. Our approach involves establishing a joint project team composed of the PURVIS team and designated City of Midland representatives. The PURVIS Project Manager will serve as the single point of contact, responsible for coordinating all project communications.

Our experience has shown that regular interaction between project stakeholders throughout implementation greatly increases project success. Upon contract award, the PURVIS Project Manager will work with the City to establish a schedule for recurring project status meetings. These meetings will include all stakeholders, follow a formal agenda, assign and track action items, and document decisions and progress in written minutes.

The objectives of these meetings are to:

- Ensure the City's expectations are being met.
- Identify and resolve any issues that may arise during implementation.
- Monitor schedule status and dependencies.
- Maintain alignment across PURVIS and City resources.

While the PURVIS Team will be responsible for meeting all RFP requirements, we will depend on the City's active participation in project activities. Regular status meetings, combined with transparent reporting and documentation, will ensure that the project remains on track and that Midland is fully informed at every stage.

3.3.3 Timeline

The following table presents PURVIS' proposed implementation schedule for the proposed solution. Our implementation schedule uses 10/24/2025 as an assumed start date. If the Notice to Proceed is earlier or later than this date, the schedule will be adjusted but the project duration will remain the same.

WBS	Task Name	Duration (Work Days)	Start	Finish
1	**FSAS Project Customer**	**141 days**	**Fri 10/24/25**	**Fri 5/8/26**
1.1	**Project Dependency Dates**	**0 days**	**Fri 10/24/25**	**Fri 10/24/25**
1.1.1	Project Start	0 days	Fri 10/24/25	Fri 10/24/25
1.2	**Project Management**	**141 days**	**Fri 10/24/25**	**Fri 5/8/26**
1.2.1	Lead Project Activities	131 days	Fri 10/24/25	Fri 4/24/26
1.2.2	Conduct Scheduled Project Meetings with Customer	131 days	Fri 10/24/25	Fri 4/24/26
1.2.3	Provide Scheduled Project Status Reports	131 days	Fri 10/24/25	Fri 4/24/26
1.2.4	Post Project Wrap-Up	10 days	Mon 4/27/26	Fri 5/8/26
1.3	**Requirements and Configuration Phase**	**38 days**	**Fri 10/24/25**	**Tue 12/16/25**
1.3.1	**Needs Assessment**	**8 days**	**Fri 10/24/25**	**Tue 11/4/25**
1.3.1.1	Customer provides existing system documentation	5 days	Fri 10/24/25	Thu 10/30/25
1.3.1.2	PURVIS and Customer review baseline understanding for FSAS	1 day	Fri 10/31/25	Fri 10/31/25
1.3.1.3	PURVIS and Customer Perform Site Surveys	2 days	Mon 11/3/25	Tue 11/4/25
1.3.2	**Network Configuration**	**29 days**	**Fri 10/24/25**	**Wed 12/3/25**
1.3.2.1	PURVIS provide customer with Network Configuration Spreadsheet (Preliminary Design Phase)	5 days	Fri 10/24/25	Thu 10/30/25

1.3.2.2	Customer complete Network Configuration Spreadsheet (Preliminary Design Phase)	15 days	Fri 10/31/25	Thu 11/20/25
1.3.2.3	PURVIS review Network Configuration Spreadsheet (Detailed Design Phase)	2 days	Fri 11/21/25	Mon 11/24/25
1.3.2.4	Spreadsheet updated based on review (Detailed Design Phase)	5 days	Tue 11/25/25	Mon 12/1/25
1.3.2.5	Customer and PURVIS jointly conduct review of spreadsheet and resolve open items (Detailed Design Phase)	2 days	Tue 12/2/25	Wed 12/3/25
1.3.3	**System Configuration**	**24 days**	**Fri 10/24/25**	**Wed 11/26/25**
1.3.3.1	**Configuration Data Collection (Preliminary Design Phase)**	**24 days**	**Fri 10/24/25**	**Wed 11/26/25**
1.3.3.1.1	PURVIS Provide customer with System Configuration Spreadsheet and CAD data requests (Preliminary Design Phase)	5 days	Fri 10/24/25	Thu 10/30/25
1.3.3.1.2	Customer complete spreadsheet	10 days	Fri 10/31/25	Thu 11/13/25
1.3.3.1.3	PURVIS review System Configuration Spreadsheet	2 days	Fri 11/14/25	Mon 11/17/25
1.3.3.1.4	Spreadsheet updated based on review	5 days	Tue 11/18/25	Mon 11/24/25
1.3.3.1.5	Customer and PURVIS jointly conduct review of spreadsheet and resolve open items	2 days	Tue 11/25/25	Wed 11/26/25
1.3.3.2	**System Configuration Definition (Detailed Design Phase)**	**22 days**	**Fri 10/24/25**	**Mon 11/24/25**
1.3.3.2.1	Conduct remote technical meeting to fully define system configuration	2 days	Fri 10/24/25	Mon 10/27/25
1.3.3.2.2	Document System Configuration Document	0 days	Mon 10/27/25	Mon 10/27/25
1.3.3.2.3	Configuration Turnover to Engineering	10 days	Tue 10/28/25	Mon 11/10/25
1.3.3.2.4	Customer review and approve System Configuration Document	10 days	Tue 11/11/25	Mon 11/24/25
1.3.4	**Station Design**	**30 days**	**Wed 11/5/25**	**Tue 12/16/25**

1.3.4.1	Preliminary Site Surveys Defined (Preliminary Design Phase)	10 days	Wed 11/5/25	Tue 11/18/25
1.3.4.2	Review Station Hardware Types and Quantities with customer (Preliminary Design Phase)	10 days	Wed 11/19/25	Tue 12/2/25
1.3.4.3	Update Site Surveys/device lists with changes (Detailed Design Phase)	5 days	Wed 12/3/25	Tue 12/9/25
1.3.4.4	Customer review and approve Station Site Survey Documentation (Detailed Design Phase)	5 days	Wed 12/10/25	Tue 12/16/25
1.3.5	**CAD Interface Requirements (Detailed Design Phase)**	**1 day**	**Fri 10/24/25**	**Fri 10/24/25**
1.3.5.1	Preliminary discussion with CAD vendor/customer	1 day	Fri 10/24/25	Fri 10/24/25
1.3.5.2	PURVIS provide API current functionality	0 days	Fri 10/24/25	Fri 10/24/25
1.3.5.3	Gap analysis by CAD vendor	5 days	Mon 10/27/25	Fri 10/31/25
1.3.6	**Radio Interface Requirements (Detailed Design Phase)**	**11 days**	**Fri 10/24/25**	**Fri 11/7/25**
1.3.6.1	Identify Make & Model of Customer-supplied radios	1 day	Fri 10/24/25	Fri 10/24/25
1.3.6.2	Analyze interface requirements	5 days	Mon 10/27/25	Fri 10/31/25
1.3.6.3	Address technical changes	5 days	Mon 11/3/25	Fri 11/7/25
1.3.6.4	Finalize S/W & RIU configuration	0 days	Fri 11/7/25	Fri 11/7/25
1.4	**System Construction / Integration Phase**	**64 days**	**Fri 10/24/25**	**Wed 1/21/26**
1.4.1	**Production**	**63 days**	**Fri 10/24/25**	**Tue 1/20/26**
1.4.1.1	Station metal fabrication and purchase controller material	6 wks	Fri 10/24/25	Thu 12/4/25
1.4.1.2	RIU metal fabrication	8 wks	Fri 10/24/25	Thu 12/18/25

1.4.1.3	Produce SCU Controllers	4 wks	Fri 12/5/25	Thu 1/1/26
1.4.1.4	Produce RIU's	5 days	Fri 12/19/25	Thu 12/25/25
1.4.1.5	Procure Devices	2 mons	Wed 11/19/25	Tue 1/13/26
1.4.1.6	Customer provide Virtual Servers	0 days	Thu 12/4/25	Thu 12/4/25
1.4.1.7	Configure Central Servers	3 wks	Thu 12/4/25	Wed 12/24/25
1.4.1.8	FSAS Station Equipment Shipments	5 days	Wed 1/14/26	Tue 1/20/26
1.4.1.9	FSAS RIU/DM Shipments	5 days	Fri 12/26/25	Thu 1/1/26
1.4.2	**Software Configuration**	**10 days**	**Thu 11/27/25**	**Wed 12/10/25**
1.4.2.1	Build Configurations	1 wk	Thu 11/27/25	Wed 12/3/25
1.4.2.2	Engineering Test	1 wk	Thu 12/4/25	Wed 12/10/25
1.4.3	**Interface Configuration**	**15 days**	**Thu 11/27/25**	**Wed 12/17/25**
1.4.3.1	Radio Interface	3 days	Thu 11/27/25	Mon 12/1/25
1.4.3.2	CAD interface available from Central Square for PURVIS Testing	0 days	Fri 10/31/25	Fri 10/31/25
1.4.3.3	CAD interface testing support	5 days	Thu 12/11/25	Wed 12/17/25
1.4.4	**System Integration Phase**	**15 days**	**Thu 12/18/25**	**Wed 1/7/26**
1.4.4.1	Configure/Deploy PURVIS Test Lab	5 days	Thu 12/18/25	Wed 12/24/25
1.4.4.2	Conduct Lab/Integration Testing	2 wks	Thu 12/25/25	Wed 1/7/26

1.4.5	**Network Integration**	**35 days**	**Thu 12/4/25**	**Wed 1/21/26**
1.4.5.1	Customer configure network for FSAS	5 wks	Thu 12/4/25	Wed 1/7/26
1.4.5.2	Customer provide PURVIS remote secured access to the network	0 days	Wed 1/7/26	Wed 1/7/26
1.4.5.3	Customer test network connectivity to FSAS Central Server/RIU/DM Console	5 days	Thu 1/8/26	Wed 1/14/26
1.4.5.4	PURVIS verifies access to FSAS Central Server/RIU/DM Console	1 day	Thu 1/15/26	Thu 1/15/26
1.4.5.5	Customer test network connectivity from FSAS Server IP to FSAS Station IP at each station	5 days	Thu 1/15/26	Wed 1/21/26
1.5	**Test and Evaluation Phase**	**59 days**	**Thu 11/27/25**	**Tue 2/17/26**
1.5.1	**Test Planning**	**35 days**	**Thu 11/27/25**	**Wed 1/14/26**
1.5.1.1	Prepare Test/Cutover Plan	10 days	Thu 11/27/25	Wed 12/10/25
1.5.1.2	Customer review and approve Test/Cutover Plan	5 days	Thu 12/11/25	Wed 12/17/25
1.5.1.3	Update Test Procedures	4 wks	Thu 12/18/25	Wed 1/14/26
1.5.2	**Test Conduct**	**29 days**	**Thu 1/8/26**	**Tue 2/17/26**
1.5.2.1	**Conduct Software Validation Testing (PURVIS Test Lab)**	**22 days**	**Thu 1/8/26**	**Fri 2/6/26**
1.5.2.1.1	**Test Cycle 1**	**10 days**	**Thu 1/8/26**	**Wed 1/21/26**
1.5.2.1.2	**Test Cycle 2**	**10 days**	**Thu 1/22/26**	**Wed 2/4/26**
1.5.2.1.3	**Test Cycle 3 & 4**	**2 days**	**Wed 2/4/26**	**Fri 2/6/26**
1.5.2.2	Conduct Software Validation Testing (Customer Test Site)	1 day	Mon 2/9/26	Mon 2/9/26

1.5.2.3	Customer Conduct Acceptance Testing	1 day	Tue 2/10/26	Tue 2/10/26
1.5.2.4	Prepare and deliver Test report	1 wk	Wed 2/11/26	Tue 2/17/26
1.6	**Training Phase**	**52.5 days**	**Thu 11/27/25**	**Mon 2/9/26**
1.6.1	Prepare training materials	2 wks	Thu 11/27/25	Wed 12/10/25
1.6.2	Customer provide training logistics	0 days	Wed 12/10/25	Wed 12/10/25
1.6.3	Conduct Remote Train-the-Trainer (Supervisor, Dispatch, Fire, SysAdmin)	0.5 days	Mon 2/9/26	Mon 2/9/26
1.7	**Installation and Cutover Phase**	**93 days**	**Wed 12/17/25**	**Fri 4/24/26**
1.7.1	**Installation Planning**	**26 days**	**Wed 12/17/25**	**Wed 1/21/26**
1.7.1.1	Prepare Installation Logistics Plan	5 days	Wed 12/17/25	Tue 12/23/25
1.7.1.2	Deliver installation schedule to customer	5 days	Wed 12/24/25	Tue 12/30/25
1.7.1.3	Prepare Device Cut Sheet and Wire List Package for Installation Team	5 days	Wed 12/17/25	Tue 12/23/25
1.7.1.4	Train Installation Team	1 day	Wed 1/21/26	Wed 1/21/26
1.7.2	**Central Equipment Installation**	**4 days**	**Mon 1/19/26**	**Thu 1/22/26**
1.7.2.1	Customer provide and configure all central and station radios for FSAS	0 days	Mon 1/19/26	Mon 1/19/26
1.7.2.2	FSAS Radio Interface/DM Installation & Test	1 day	Thu 1/22/26	Thu 1/22/26
1.7.3	**Station Installations and Cutovers**	**66 days**	**Fri 1/23/26**	**Fri 4/24/26**
1.7.3.1	**Installation and Test**	**60 days**	**Fri 1/23/26**	**Thu 4/16/26**

1.7.3.1.1	Install & test first article station	5 days	Fri 1/23/26	Thu 1/29/26
1.7.3.1.2	PURVIS to verify network connectivity to first article station controller(s)	1 day	Mon 1/26/26	Mon 1/26/26
1.7.3.1.3	Station rollout Installation & test per installation schedule	55 days	Fri 1/30/26	Thu 4/16/26
1.7.3.2	**Final Test & Cutover**	**6 days**	**Fri 4/17/26**	**Fri 4/24/26**
1.7.3.2.1	Final test & cutover of first article station	1 day	Fri 4/17/26	Fri 4/17/26
1.7.3.2.2	Station rollout final test & cutover per cutover plan	5 days	Mon 4/20/26	Fri 4/24/26

3.4 TRAINING

PURVIS recognizes that a successful FSAS implementation depends not only on technology, but also on ensuring that Midland's dispatchers, fire personnel, and IT staff are confident in using and maintaining the system from day one. We are committed to providing thorough, practical training that prepares staff for both day-to-day operations and long-term support.

All training will be conducted prior to any station or system cutovers to ensure readiness and minimize disruption. Training will be performed remotely and all materials will be provided in advance for City review and approval. Sessions may also be recorded at the City's option for refresher use.

PURVIS will conduct the following training:

3.4.1 Dispatcher/Fire Training

Appropriate for:

- *Dispatch Staff*
- *City/Fire Department staff*
- *Staff responsible for maintaining system configurations (ie: unit changes, station assignments, event code changes, etc.)*

I. Welcome
   a. Introductions
   b. Request participants to ask questions as they arise

II. System Engineering Overview
   a. Discuss purpose and capabilities of the PURVIS FSAS
      i. Central Servers
      ii. Dispatch Management Console software
      iii. Radio Interface
      iv. Station Control Unit (SCU)
   b. Connection to external systems
      i. Power
      ii. Audio radio
      iii. etc.

III. Walk-thru of alerting scenarios using the FSAS equipment (as available)
   a. DM Console Dispatch Screen
   b. FSAS Portal
      i. Manual alerting
      ii. Adding, editing and deleting units
      iii. Adding, editing and deleting incident codes
      iv. Modifying audio translations/pronunciations

v. Updating SCU applications and configurations

IV. Informal part of session
   a. Participants are invited to "push the buttons" on the DM console and ask questions.

V. Closing remarks

3.4.2 FSAS Technical Training

Appropriate for:

- *City/Fire Department IT Staff*
- *Staff responsible for monitoring & maintaining the system*

I. Welcome
   a. Introductions
   b. Request participants to ask questions as they arise

II. System Engineering Overview
   a. Discuss purpose and capabilities of the PURVIS FSAS
      i. Central Servers
      ii. Dispatch Management Console software
      iii. Radio Interface
      iv. Station Control Unit (SCU)
   b. Connection to external systems
      i. Power
      ii. Audio radio
      iii. etc.

III. Mastering the hardware
   a. Detailed SCU operation
   b. Detailed DM Console operation, including the FSAS Portal maintenance functions
   c. System monitoring
   d. Technical training and troubleshooting

IV. Walk-thru of alerting scenarios using the FSAS equipment (as available)
   a. DM Console Dispatch Screen
   b. FSAS Portal
      i. Manual alerting
      ii. Adding, editing and deleting units
      iii. Adding, editing and deleting incident codes
      iv. Modifying audio translations/pronunciations
      v. Updating SCU applications and configurations

V. Informal part of session
   a. Participants are invited to "push the buttons" on the DM console and ask questions.
   b. Closing remarks.

3.5 WARRANTY AND SUPPORT

When properly maintained, a PURVIS FSAS solution can have unsurpassed longevity.

PURVIS understands that Midland requires not only a reliable alerting system, but also the assurance that it will be supported continuously after installation. To that end, PURVIS provides a comprehensive one-year warranty on all hardware and software associated with the delivered FSAS, beginning at final system acceptance by the City.

Hardware Warranty

PURVIS warrants that during the warranty period, all hardware provided will be free of defects in materials and workmanship and will conform to the specifications outlined in this proposal. PURVIS will repair or replace, at our option, any hardware we determine to be nonconforming. The warranty excludes items that require replacement due to normal wear and tear (e.g., UPS batteries), as well as damage resulting from vandalism, misuse, or acts of God.

Software Warranty

Under normal use and service as delivered to the City, PURVIS-developed software will function substantially as described in this proposal. If a software issue arises, PURVIS will either correct the nonconformity or provide replacement software that conforms to the specifications. The software warranty does not apply to failures caused by accident, misuse, unauthorized modification, or misapplication by the customer.

Technical Support

All warranty support is backed by the PURVIS 24x7x365 Help Desk, which logs, tracks, and acknowledges all service requests within two hours. Requests are classified as either Emergency or Non-Emergency, with defined response standards:

- *Emergency Service Request* – A critical operational failure caused by FSAS software or hardware that results in loss of service at one or more locations. PURVIS responds within four hours and provides troubleshooting and repair 24x7x365, including holidays, until the issue is resolved.
- *Non-Emergency Service Request* – A non-critical failure where the system remains operational, but a feature (e.g., a speaker or LED light) does not function as expected. Service for minor failures is provided during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Eastern Time, excluding federal holidays. Response to a Non-Emergency Service Request is provided within the next business day from receipt of the request and will typically be resolved within two business days.

Post-Warranty Support

Following the warranty period, PURVIS offers comprehensive maintenance agreements that extend the same service levels into the post-warranty period. Options include on-site services which would be provided by Petro Communications as a subcontractor to PURVIS, ensuring Midland receives timely, reliable onsite support.

Please refer to the PURVIS Fire Station Alerting System Service Agreement included in the Appendix of our response for full details on our standard warranty and our post-warranty maintenance options.

3.6 HOW SOLUTION MEETS REQUIREMENTS

The PURVIS FSAS proposed for the City of Midland is designed to meet or exceed all requirements outlined in the RFP. Attachment 1 on the next page includes our detailed responses and comments, providing at-a-glance confirmation that every requirement has been addressed.

Attachment 1: Requirements Matrix

Category	Requirement	Details/ Answers Provided	Notes/ Considerations	Vendor Response
General Operations & Alerting	Replace current system	Currently using Zetron; to be replaced	Goal is modern, scalable alerting	*The PURVIS FSAS will replace the Zetron system and provide a modern, scalable alerting solution across the 2 dispatch centers, 11 fire stations, and 1 training center. Our proposal does not include removal of the existing Zetron system.*
	Voice dispatch clarity	Clear, proper pronunciation required	TTS with proper pronunciation essential	*The PURVIS FSAS has natural-sounding TTS technology that delivers full, human-like voice to ensure clear, consistent communication. Pronunciation can be easily customized by the City to reflect local terminology, agency-specific terms, or geographic references. With both male and female voice options available, the City can tailor as desired for added clarity.*
	Preferred alerting format	Both live dispatch audio & TTS	Dual delivery preferred	*The solution supports both live dispatch voice and TTS.*
	Pre-alert tones	Required	To reduce response time preparation	*The PURVIS FSAS supports configurable pre-alert tones as part of the delivered dispatch that provide firefighters with advance notice to help further reduce turnout time*
	Ramp-up tones / stress control	Required	Stress-reducing tones needed	*The FSAS provides ramped (low-to-high) tones to reduce startle effect and help manage responder stress, especially during nighttime alerts.*
	Alert fatigue concern	Yes	Needs intelligent, targeted alerting	*The PURVIS FSAS provides targeted alerts that allow only the specific station(s) that need to be alerted to receive the alerts.*

Category	Requirement	Details/ Answers Provided	Notes/ Considerations	Vendor Response
Station Layout & Zoning	Zone-specific alerting	Required, programmable & adjustable	e.g., night alerts only in sleeping quarters	*The FSAS supports programmable zoning, allowing alerts to be directed only to designated areas such as dorms/sleeping quarters at night. The proposed primary solution assumes that the PURVIS FSAS will connect to the existing single zone. The proposed alternate solution supports zone specific and role specific alerting, including the sleeping quarters.*
	Existing speakers / devices	Need installation	Full station coverage required	*The PURVIS FSAS can integrate with existing speakers where feasible and supports installation of new speakers / devices as needed to ensure full station coverage. The proposed solution assumes that the PURVIS FSAS will connect to the existing speakers.*
	Visual alerting	Yes (strobes, signage)	Accessibility-focused visual cues	*The FSAS provides visual alerting through message boards and LED displays included in the proposed solution. Additional visual devices, such as ramped lights, strobes and signage, are available as options listed in Section 3.1.4.*
CAD Integration	CAD system	To integrate with existing CAD	Motorola or Hexagon	*The FSAS integrates with Central Square ONESolution CAD through a standards-based API. PURVIS has successfully implemented this interface in other jurisdictions, including Williamson County, TX.*
	Alert trigger mechanism	CAD + manual override	CAD-based + dispatch backup + app-based override	*The FSAS automatically generates alerts based on CAD inputs and also supports manual activation via the Dispatch Management Console or FSAS Portal.*
	Station control automation	Desired (CAD triggered)	Phase 2: auto door open, HVAC, lights	*The FSAS can trigger station control functions (e.g., bay doors, HVAC, lights) from CAD events.*

Category	Requirement	Details/ Answers Provided	Notes/ Considerations	Vendor Response
				These functions are supported and may be added easily as a Phase 2 option.
	Redundancy / failover	Required	Mobile app-based fallback required	*The FSAS provides alert delivery via a Mobile App (subscription required) in addition to station-based audio and visual alerting. This mobile alerting serves as a redundant notification path to ensure responders receive alerts even if they are away from the station.*
Station Automation	Bay door automation	Phase 2	Not in initial rollout	*The FSAS can optionally activate bay doors and other dry contact relay connected devices automatically when a CAD event is received. Bay door automation or manual activation can be easily added to the system at a later date.*
	HVAC, lights, sensors	Phase 2	Optional for future	*The FSAS supports triggering HVAC and lighting controls. These functions can be configured by a dispatch event or manual activation and are available as Phase 2 options.*
	Vehicle presence / sensors	Phase 2	Future capability	*The FSAS supports optional "unit presence detectors" that interface with the system to confirm vehicle status. It also allows for turnout time logging for reporting purposes.*
	Response logging	Phase 2	Optional for analytics phase	*The FSAS logs all alerting and automation activity, including bay door activations, HVAC/lighting events, and vehicle presence detector status. Logs are available to authorized users for review, audit, and performance reporting.*
User Interface & Control	Touch panels	Required	Durable, likely wireless	*The FSAS DM Console at dispatch, and the Remote Touch Screen in stations provide intuitive, touch-screen graphical interfaces designed for ease of use in high-stress environments. These are*

Category	Requirement	Details/ Answers Provided	Notes/ Considerations	Vendor Response
				wired devices and do not support wireless capabilities.
	Acknowledge / silence alerts	Required by firefighters	Local acknowledgment control needed	*In each station, the FSAS Remote Touch Screen RTS) allows responders to acknowledge receipt of an alert. Additionally, the RTS can reset the station alert for alerting devices, including silencing the audio.*
	Supervisor dashboard	Required + mobile app	Especially for chief and key staff	*The FSAS DM Console provides a supervisor dashboard type overview for monitoring alerting activity and system status across all stations in real time. The mobile alerting application also provides the capability to see an overview of all calls.*
Mobile Alerts	Alert methods	SMS, mobile app	Dedicated/outsourced SMS gateway needed	*The FSAS is capable of delivering mobile alerts through true SMS text messaging and the FSAS Mobile App. SMS text messaging can be added at an additional cost.*
	Off-duty personnel alerts	Optional	User-based configuration	*Mobile alerts are user-based and configurable*
	Shift-wide notifications	Optional	Configurable if needed	*The FSAS mobile alerting supports configurable group delivery, enabling shift-wide notifications when required*
Accessibility & Audio/Visual	LED signage / strobes	Required	For hearing-impaired accessibility	*The delivered FSAS provides visual alerting through the remote touchscreen and message boards. Additional visual devices, including LED signage, ramped lights and strobes, are available as optional components (see Section 3.1.4)*
	PA system integration	Required	Full-station integration	*The proposed solution assumes that the PURVIS FSAS will connect to the existing speakers in each station.*

Category	Requirement	Details/ Answers Provided	Notes/ Considerations	Vendor Response
	Multi-language support	Not required	English only	*The delivered FSAS provides English-language alerting. The PURVIS FSAS is capable of alerting in different languages. The PURVIS FSAS in Montreal alerts in French.*
Maintenance & Support	Hosting model	Most likely on-premise (VM-based)	IT Dept to decide	*The proposed FSAS will operate in a virtual server environment hosted on City-provided infrastructure.*
	System support	By IT	Troubleshooting supported by IT staff	*Onsite technical assistance can be provided by the City's IT team. PURVIS will provide 24x7x365 technical remote support and escalation as needed.*
	24/7 Tech Support	Required	Vendor must offer full support	*PURVIS provides 24x7x365 Help Desk coverage with defined emergency and non-emergency response standards (see Section 3.5 Warranty and Support).*
Scalability	Expansion plans	No new stations planned now	Future scalability required	*The PURVIS FSAS is designed to be scalable and modular to allow for the expansion requirements for the City.*
	Centralized management	Required in future phases	Single pane-of-glass administration	*FSAS provides centralized management through the FSAS DM Console and FSAS Portal, accessible by authorized users via a computer with an internet browser (Edge, Chrome, and FireFox) and network connectivity to the Central Servers on the network.*
	Future AI/analytics integration	Yes (later phases)	Must support modular evolution	*The PURVIS FSAS is designed to be modular and adaptable so that as technology progresses in the future, such as AI/analytics, PURVIS engineers can evaluate and potentially add it to the PURVIS solution at an additional cost.*

Category	Requirement	Details/ Answers Provided	Notes/ Considerations	Vendor Response
Installation Constraints	Existing infrastructure reuse	Nothing reusable	Full replacement required	*FSAS proposed herein for the City is designed as a replacement for the existing Zetron system. The proposed primary solution assumes that the PURVIS FSAS will connect to the existing station speakers. The proposed alternate solution includes providing new speakers and cabling.*
	Construction challenges	Some stations have concrete blocks	Installation difficulty in some areas	*The flexible nature of our FSAS allows it to be installed in a variety of challenging environments. We will work with Petro Communications, who can provide local expertise, for retrofitting as needed.*
	Preferred tech (wired/wireless)	Wireless preferred	Flexibility in retrofitting	*The PURVIS FSAS provides the flexibility to be installed in new construction stations and retrofitting existing stations. The FSAS currently supports wired only connections for the FSAS devices.*
Compliance & Standards	NFPA 1225/1221	Must be considered	US national standards apply	*FSAS was designed in compliance with NFPA 1225/1221 and other applicable US national standards for station alerting systems.*
	Local codes	Must be followed	All applicable local codes apply	*PURVIS and Petro Communications will ensure all installations comply with applicable City of Midland and State of Texas codes.*
Existing System Feedback	Major complaints	Maintenance, scalability, integration, pronunciation	Replacement must address all	*The PURVIS FSAS addresses cited complaints about the existing system by providing the following: simplified maintenance and history of superior maintenance performance, modular scalability, seamless CAD/radio integration, and advanced text-to-speech for clear pronunciation, as well as the ability to easily edit pronunciation as may be needed.*

Category	Requirement	Details/ Answers Provided	Notes/ Considerations	Vendor Response
	Features to retain	None	Full system replacement desired	*The PURVIS FSAS is designed to be a complete replacement system and will not rely on the retention of any components of the existing head-end Zetron solution. The proposed primary solution assumes that the PURVIS FSAS will connect to the existing station speakers. The proposed alternate solution includes providing new speakers and cabling, in addition to the new PURVIS FSAS devices identified herein*
	Alert failures	Not confirmed	Must ensure reliability	*The PURVIS FSAS employs redundant active/active servers and simultaneous IP/radio alerting to ensure reliable delivery.*
Special Considerations	Tone differentiation by vehicle type	Required	EMS, fire truck, water tank – different tones	*The FSAS supports configurable tones that can be differentiated by vehicle type, enabling Midland to assign distinct audio cues for EMS, fire apparatus, and other units.*
	Control panel design	Durable wireless touch panels	Ease of access & durability required	*The FSAS Remote Touch Screen (RTS) in each station provides a durable, wired interface designed for ease of access and daily use in station environments. The RTS display is not wireless.*

4.0 QUALIFICATIONS

PURVIS Systems Incorporated (PURVIS) has more than five decades of continuous experience developing, deploying, and maintaining mission-critical technology solutions for federal, state, and local government agencies. Founded in 1973, PURVIS is a privately held company that has consistently delivered reliable systems in public safety environments where failure is not an option.

All personnel assigned under this contract possess the skills, experience, and knowledge necessary to successfully perform their duties. PURVIS carefully manages staff assignments to ensure that technical expertise, program management experience, and client familiarity are matched to project requirements. Executive management remains directly engaged to ensure resources are available throughout the life of the project.

PURVIS has specialized in Fire Station Alerting Systems (FSAS) for more than 20 years and currently supports hundreds of fire and rescue agencies across the United States.

4.1 RELEVANT EXPERIENCE

The PURVIS FSAS is used by hundreds of fire and rescue organizations throughout the US and in Canada. Our system is installed in thousands of fire stations, and more than 35 million people are protected by fire/rescue agencies using the PURVIS FSAS, Representative projects that demonstrate PURVIS's qualifications, including large metropolitan departments as well as mid-sized communities, are detailed in Section 5.0 References. PURVIS customers include:

- FDNY (New York, NY): *Over 50 years of continuous partnership in the development, installation, and support of dispatching and alerting systems.*
- Charleston County, SC: *Countywide FSAS deployment with proven performance and strong client endorsement of PURVIS customer service.*
- Williamson County, TX: *FSAS deployment integrated with Central Square ONESolution CAD, directly relevant to Midland's requirements.*
- Waco, TX: *Recent FSAS replacement system demonstrating PURVIS's ability to deliver turnkey solutions in Texas.*

4.2 COMPLIANCE WITH INDUSTRY STANDARDS

PURVIS designs and implements the PURVIS FSAS solution in compliance with applicable industry standards, including NFPA 1225 (Standard for Emergency Services Communications) and NFPA 1221 (Standard for Installation, Maintenance, and Use of Emergency Services Communications Systems). All installations are further designed and tested to comply with applicable local, state, and federal codes.

4.3 KEY PERSONNEL

The following table identifies the PURVIS principal staff who will be responsible for the success of this project and their key experience and qualifications. It also identifies the PURVIS Project Manager for this project.

Personnel & Title	Key Experience/ Qualifications/Role
Rick Foster, *Vice President, Public Safety Business Unit*	• Over 20 years of experience supporting customers and working closely with executive, technical and service teams to meet customer needs • 20+ years of public safety account management experience • Responsible for the PURVIS FSAS business unit
Jeff Mascola, *Account Manager*	• 34 years as firefighter/ 4 years of assistant chief or higher • 29 years with PURVIS • 12 years supporting the PURVIS FSAS program • Account Manager for many key accounts including Charleston County, Augusta, Milton, High Point, Jacksonville, D.C., etc. • 11 years' experience working closely with FSAS customers to expand FSAS functionality in existing solutions. Leverages experience as firefighter, and knowledge of the PURVIS FSAS, to advise clients seeking station upgrades to ensure they get the most out of their solutions.
Kevin King, *Project Manager*	• 37 years of experience managing and executing Department of Defense (DoD) and Public Safety projects cradle-to-grave. Four (4) years with PURVIS FSAS. • PM responsible for implementing large- and small-scale PURVIS FSAS implementation projects across the United States and Canada (Los Angeles Fire Department – 108 stations, Montreal – 67 stations, City of Aurora IL – 9 stations, Falmouth MA Fire Department – 7 stations, and Greer SC Fire Department – 3 stations).
Jeff Mathes, *Director, Software Development*	• 27 years of experience in developing mission critical software and systems, with 17 of those years in a leadership position • Deep technical and operational experience with Fire Station Alerting System • Leading the development of all FSAS software components necessary for full end to end dispatch operations.
Scott L'Heureux *Manager, Systems Engineering*	• 35 years of experience. 20 years with PURVIS • Former principal member of NFPA 1221 committee • Senior development, deployment and support engineer for software/hardware systems and applications, including the FSAS • Lead system engineer for every PURVIS FSAS implementation, including New York, DC, Boston, Los Angeles, Montreal, Charleston County, Montgomery County, Pittsburgh, Jacksonville, Harris County, East Harris County, Williamson County, and other locations • Lead system engineer for the FDNY Voice Alerting and ERS systems
Matthew Sacrey *Software Engineer*	• 14 years of experience with PURVIS in public safety software development and support • Software development expertise with an emphasis on Windows applications and SQL database development • Software and support engineer for the PURVIS FSAS
Charles Levey *Manager, Production*	• 20+ years of experience in Operations • Production Manager for all FSAS projects • Procurement for all project materials • Management of RMA's and customer repairs • Installation Documentation and Support

John Carreiro, *QA Team Lead & Trainer*	• PURVIS Hardware and Software Knowledge Expert • Oversees QA Testing for all PURVIS FSAS Software • Performs FSAS Integration testing with CAD and Radio systems • Provides System Training for all PURVIS FSAS implementations • 4 years with PURVIS
Nelson Faustino, *Manager, IT*	• 20+ years of experience in Information Technology and Mechanical Engineering Science • Certified Network Administrator • Installs, configures, and maintains all PURVIS network and data infrastructures
Lee daSilva, *Electronics Technician*	• 32 years of experience. 11 years with PURVIS • Lead technician for the production, testing, evaluation, documentation, and support for the PURVIS FSAS • Lead Senior Installation and Service technician for the PURVIS FSAS for all new and current FSAS projects, with the exception of FDNY
Lisa Sousa, *Electronics Technician*	• 31 years of experience as an Electronics Technician. 18 years with PURVIS • Lead technician for production for all FSAS projects • Technical experience in testing, calibrating, and troubleshooting electronic assemblies from final to the component level
Darrell Morrone, *Director of Customer Support*	• 5 years of experience as an Emergency Services Dispatcher • 24 years in customer support & technical project management roles • Management of post-implementation support for all FSAS projects; including on-call / Help Desk support and customer change management • Coordinates with Account Management, Production Installation, and Software Development to address any customer requests

4.3.1 Subcontracting

PURVIS frequently subcontracts cabling, installation and on-site support to a local vendor who meets our strict qualification standards. This allows us access to experts who are familiar with local building codes and ordinances, and it provides our clients with a locally present service provider should the need arise. The key to our successful partnerships is the detailed project planning and documentation that we complete with each of our subcontractors, coupled with our proven project management approach which ensures continuous project oversight and subcontractor accountability.

For the purpose of best serving the City of Midland, installation services will be provided by our subcontracting partner, **Petro Communications, Inc.** Petro Communications is a well-established Midland firm with a strong local presence and deep experience in radio and communication systems. Founded in Midland, TX in 1969, and family owned for 3 generations, Petro has longstanding BBB accreditation (A+), and they consistently demonstrate trust and commitment to customer service. *Additionally, Petro provided the complete installation and maintenance of the city's new Motorola system. The new system was installed over the last 2 years and has been in use for the last year.* Our partnership with Petro adds tremendous value to the City of Midland by ensuring fast, local response, familiarity with Midland's dispatch centers, fire stations, regional standards and conditions, and established and trusted relationships.

The following table identifies principal personnel from Petro Communications and their relevant experience.

Mike Mitchell *Project Manager* Petro Communications, Inc.	• 45 years of experience • 45 years of communications service for a 17-county region, including local, state, and federal agencies • Petro Commuications has provided 56 years of service on all types of communications and network systems. Founded in Midland, TX in 1969 and family owned for 3 generations
Andrew Shepard *Lead Technician* Petro Communications, Inc.	• 15 years of service on all types of communication systems • Lead technician supporting existing radio systems and communications for the City of Midland's Dispatch Centers and Fire Stations.

We are confident that the extensive relevant and proven experience of the specific team proposed herein for the City of Midland will be unmatched.

5.0 REFERENCES

> *"The relationship with PURVIS has been, I have to say, probably the best feature of working with PURVIS. The individuals that we've worked with, from marketing to program management to engineering, have all been extremely responsive. In fact, I personally have not worked with a company that was so willing, was so dedicated to making sure that we were happy and that our system went in reliably."*
>
> Bill Tunick, *Director of Radio and Telecom*
> Charleston County Technology Services

We offer the following references for consideration and encourage the City of Midland to call each one to hear first-hand about their high level of satisfaction with the PURVIS FSAS. We are including the following five references to show not only the breadth of our experience with FSAS installations, but also some instances where we have interfaced the PURVIS FSAS with the Central Square ONESolution CAD system, as well as work we've done in Texas. We provide examples of work across both County and City level clients to illustrate our ability to work within a *variety* of unique environments for different agencies.

5.1 WILLIAMSON COUNTY, TX

Agency Contact Information

Mr. Michael Moody
Technology Division Manager, Emergency Communications
Williamson County, Texas
911 Tracy Chambers Lane
Georgetown, TX 78626
512-864-8234 / Michael.moody@wilco.org

Project Description

This multi-jurisdictional agency, consisting of a dispatch center for 13 fire departments and one EMS department, chose PURVIS to upgrade and modernize its fire and EMS alerting system. PURVIS implemented the PURVIS FSAS with an interface to the **County's Central Square OneSolution CAD system** for a fully automated alerting solution. The system allows the County to automatically deliver tone alerts to the fire stations and broadcast automated text-to-speech alerts/voice announcements over the County's radio system.

County fire departments have the flexibility to expand their use of the PURVIS FSAS by adding IP-based communications to the fire stations and selecting from a variety of optional PURVIS FSAS audible and visual fire station alerting device types. Departments also have the option of rolling out the PURVIS FSAS Mobile Application to first responders as another means of providing automated alerts.

- The Leander Fire Department, dispatched by Williamson County, is an agency that implemented the IP-based PURVIS FSAS in five (5) fire stations as part of new construction and existing fire station projects. This provides Leander Fire Department

with automated IP and radio-based alerting from the Williamson County, TX Emergency Communications Center. In-station components of the system include PURVIS control units with touch screen controls as well as various alerting devices such as speakers, LED lights, message boards, ambient noise sensors, and dorm remotes. Unit presence detectors are installed to automatically capture and record turnout times for responding units.

- The Hutto Fire Department, dispatched by Williamson County, is an agency that implemented the IP-based PURVIS FSAS in four (4) fire stations as part of new construction and existing fire station projects. This provides the Hutto Fire Department with automated IP and radio-based alerting from the Williamson County, TX Emergency Communications Center. In-station components of the system include PURVIS control units with touch screen controls as well as various alerting devices such as speakers, LED lights, message boards, rip and run printers, and camera/doorbells. Unit presence detectors are installed to automatically capture and record turnout times for responding units.
- The Jarrell Fire Department, dispatched by Williamson County, is an agency that implemented the IP-based PURVIS FSAS in one (1) fire station as part of new construction project. This provides the Jarrell Fire Department with automated IP and radio-based alerting from the Williamson County, TX Emergency Communications Center. In-station components of the system include PURVIS control units with touch screen controls as well as various alerting devices such as speakers, LED lights, message boards, dorm remotes, and turnout timers.
- Williamson County EMS, dispatched by Williamson County, is an agency that implemented the IP-based PURVIS FSAS in eighteen (18) fire and EMS stations. This provides the Williamson County EMS with automated IP and radio-based alerting from the Williamson County, TX Emergency Communications Center. In-station components of the system include PURVIS control units with touch screen controls as well as various alerting devices such as speakers, LED lights, and message boards.

Project Outcomes

This project was completed on schedule and within budget, and feedback from Williamson County suggests that they are seeing measurable improvements in response time and responder stress, due to streamlined operations and clarity/consistency of the automated voice. The system continues to perform reliably with ongoing support provided by our team.

5.2 CITY OF WACO, TX

Agency Contact

Mr. Robby Bergerson
Fire Chief, Waco Fire Department
Fire Administration Offices
1006 N. 25th
Waco, TX 76707
(254) 750-1740 / rbergerson@wacotx.gov

Project Description

PURVIS implemented a turnkey Fire Station Alerting System (FSAS) for the City of Waco Fire Department to replace its existing Zetron system. The solution was deployed across 14 fire stations and two dispatch centers, providing clear, automated alerting through integration with the City's Central Square Tiburon CAD and Motorola radio system.

Alerting components installed within the stations included a Station Control Unit (SCU), speakers with integrated red LEDs, turnout timers, and strobes. The dispatch centers were equipped with FSAS Dispatch Management Consoles to monitor and manage system activity.

The project included full configuration, installation, project management, testing, training, and ongoing maintenance. PURVIS worked closely with Waco IT, Fire Department staff, and a local subcontractor to ensure smooth integration with existing CAD and radio systems and to accommodate construction constraints at each station.

Since initial cutover, PURVIS has continued to support the City of Waco through warranty and maintenance services.

Project Outcomes

This project was completed on time and within budget. The FSAS has provided Waco firefighters with improved voice clarity, improved communications to achieve faster turnout times, a scalable foundation for future growth, and simplified system management. Fire Department staff have expressed satisfaction with the system's reliability and PURVIS's responsiveness during both implementation and ongoing support.

5.3 PASCO COUNTY, FL

Agency Contact

Josh Taylor
Division Chief – Technical Services
Pasco County Fire Rescue
4111 Land O Lakes Blvd.
Land O Lakes, FL 34639
813-929-2750 x2658 / jtaylor@pascocountyfl.net

Project Description

The system is installed in 28 stations throughout Pasco County. The system interfaces with the County's **Central Square OSSI (ONESolution) CAD** and radio systems to provided automated alerting from CAD over the radio network and it also alerts the fire stations via the County's IP network. Alerting components installed within the stations include a station control unit, speakers with and without integrated red LEDs, a microphone for in station paging, relays for opening bay doors, dorms remotes, turnout timers, rip and run printers, flat panel message boards, push buttons for manual activation, and a UPS. PURVIS implemented a turn-key Fire Station Alerting System (FSAS) to automate alerts for Pasco County Fire Rescue. This included the configuration, implementation, project management, training, and ongoing maintenance of an FSAS.

Pasco County Fire Rescue has been adding several new stations over the last 4 years that serve as additional Pasco fire stations and fire station replacements. PURVIS has been working closely with the County to design and install the PURVIS FSAS in each of those new facilities. All new construction projects include all of the PURVIS FSAS device types in the existing fire stations as well as the addition of the Camera/Doorbell.

Project Outcomes

The PURVIS FSAS has provided Pasco County Fire Rescue with clear and reliable automated alerting across all stations. County staff report improved pronunciation and voice clarity, smoother integration with new station construction, and consistent deployments as the system has expanded.

5.4 CHARLESTON COUNTY, SC

Agency Contact

Mr. William Tunick
Director of Radio & Telecom
Charleston County, SC
4045 Bridge View Drive
North Charleston, SC 29405
843-958-4026 / wtunick@charlestoncounty.org

Project Description

PURVIS implemented a turn-key Fire Station Alerting System in the County of Charleston, SC to automate the fire and EMS alerting process between the dispatch centers and the fire station(s). The project included the hardware, software, installation, training and engineering services necessary to implement a fully functional, automated system. Deployment of the system consists of the County's Consolidated 911 Center, the Backup Consolidated Dispatch Center, 81 fire stations, the EMS Logistics and radio shop locations.

At each dispatch location, the station alerting solution consists of an interface to the County's **Central Square** Enterprise (Inform) Computer Aided Dispatch system, data and audio interfaces to the County's radio network, a Central Server (located in each facility for geographic redundancy) and FSAS Dispatch Management Software for system monitoring, reporting, configuration, and manual alerting if needed. Equipment installed in each fire station consists of a Station Control Unit with a touch screen display, speakers with new wiring, an Uninterruptible Power Supply (UPS), and a radio interface. In addition, 24 fire stations chose to have FSAS printers installed. Audio zones provide the County with the ability to alert by zone, and ramped audio along with day/night audio controls provide greater flexibility in how alerts are delivered within the station.

The FSAS transmits automated alerts to the fire stations over multiple data communications paths, including the County's existing IP networks and a Verizon cellular cradle point network. Automated Text-To-Speech (TTS) audio announcements are also broadcast on 14 radio channels to deliver announcements to handheld radios in the field and to each fire station for alert redundancy.

Project Outcomes

This project was completed on time and within budget. The PURVIS FSAS has provided Charleston County with a reliable, redundant, and flexible alerting platform serving 81 stations. Automated voice alerts and multiple data paths have improved clarity and ensured continuity of operations across dispatch centers and fire stations. County officials have noted greater flexibility in station alerting, reduced dispatcher workload, and confidence in PURVIS's long-term support and customer service.

5.5 CITY OF PITTSBURGH, PA

Agency Contact

Mr. Danny Doyle
Lieutenant, Engine Co. 10/D
Pittsburgh Bureau of Fire
200 Ross Street, 5th Floor
Pittsburgh, PA 15219
412-651-3976 / danny.doyle@pittsburghpa.gov

Project Description

PURVIS implemented a PURVIS FSAS solution in the City of Pittsburgh to automate fire and EMS alerting for the Pittsburgh Bureau of Fire. The project included the hardware, software, installation, training, and engineering services necessary to implement a fully functional, automated system. Deployment of the system consists of the two Allegheny County dispatch centers and 43 City of Pittsburgh Fire and EMS stations.

Fire station components and devices installed with the system in Pittsburgh consist of Station Control Units with Touch Screens, Dorm Remotes, Speakers with zoned audio, Ambient Noise Sensors, Rip & Run Printers, Flat Panel Message Boards, Reader Boards, Multi-Colored Tower Lights and Push Buttons.

Project Outcomes

This project was completed on time and within budget. The PURVIS FSAS has improved turnout times and reduced responder stress for the Pittsburgh Bureau of Fire by delivering clear, zoned, and flexible station alerts. The system has received public recognition for its success in achieving the goals that the City identified for the system, with local media highlighting reduced noise fatigue and faster response. News coverage in Pittsburgh can be found at:

- https://www.purvis.com/new-alert-system-to-reduce-time-and-stress-for-pittsburgh-ffs/
- https://www.purvis.com/city-of-pittsburgh-announces-new-first-responder-system/
- https://www.purvis.com/pittsburgh-debuts-silent-alarm-system/

City officials have expressed satisfaction with both the performance of the system and PURVIS's partnership throughout implementation and support.

6.0 PRICING

6.1 PRIMARY COST PROPOSAL

PURVIS Fire Station Alerting System

The itemized cost sheet below provides the total cost for the project based on the required scope of work identified in the RFP and can be expanded based on the City of Midland's needs. PURVIS recognizes that the City of Midland would like to expand on the proposed PURVIS FSAS solution and will work the City to identify those requirements and any costs associated with that effort. Our Alternate Cost Proposal identifies the costs for the base system (Primary Cost Proposal) and additional PURVIS FSAS components identified during the site visits with the City and can be modified/expanded based on the City's final set of requirements.

For cost saving purposes, our Cost Proposal assumes that the City of Midland will provide virtual servers to host the PURVIS FSAS Central Server software. Our Cost Proposal also assumes the City will supply the required MS SQL Database software for the virtual servers. Optionally, and at an additional cost, PURVIS can provide physical servers and the MS SQL database licenses required for the servers.

The virtual server specifications for the PURVIS FSAS are identified in the Appendix.

Proposed FSAS Components - Primary Response				
Dispatch Components				
Description	**PURVIS Part #**	**Qty**	**List Price**	**Grand Total**
Dispatch Management (DM) Console - Touch Screen	315-020104-131	2	$ 2,500.00	$ 5 ,000.00
Radio Interface Unit (RIU) Six (6) Audio Channel - 3U	315-320003-131-6	2	$ 8 ,750.00	$ 17,500.00
RIU to Radio Cable - 1 Ch	315-321002-131	12	$ 425.00	$ 5,100.00
			Sub-Total of Dispatch Components	**$ 27,600.00**

Fire Station Components				
Description	**PURVIS Part #**	**Qty**	**List Price**	**Grand Total**
Station Control Unit (SCU)	315-030004-131	12	$ 19,500.00	$ 234,000.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	12	$ 735.00	$ 8,820.00
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	12	$ 45.00	$ 540.00
Remote Touch Screen HDMI Video Kit-TX-RX	315-190400-131-RTS	12	$ 160.00	$ 1,920.00
USB Extender, 1-Port	315-250202-131	12	$ 150.00	$ 1,800.00
24 Port Unmanaged Network Switch	315-290005-131-LAN	12	$ 225.00	$ 2,700.00
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	12	$ 1,670.00	$ 20,040.00
Amplifier 1 Ch (70v) 250w (Includes Amplifier Input Module - Mono)	315-070304-131-250	12	$ 1,410.00	$ 16,920.00
Amplifier Input Module - Mono	315-070600-131	1	$ 85.00	$ 85.00
Turnout Timer 24" LED Display, 1 Line	315-210006-131-TT	20	$ 770.00	$ 15,400.00
Message Board - 50" Monitor	315-190000-131-50	23	$ 1,170.00	$ 26,910.00
Message Board HDMI Video Kit-TX-RX	315-190400-131-MB	12	$ 160.00	$ 1,920.00
Message Board HDMI Video Receiver	315-190400-131-MB-RX	11	$ 105.00	$ 1,155.00
Message Board Display Module	315-540201-131	12	$ 300.00	$ 3,600.00
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	23	$ 70.00	$ 1,610.00
8 Port Unmanaged Message Board Switch	315-290003-131-MB	11	$ 95.00	$ 1,045.00
19" Rack Shelf 1U, 10" Deep	315-383001-131	12	$ 60.00	$ 720.00
19" Rack 18U - Wall Mount	315-380001-131	11	$ 1,200.00	$ 13,200.00
			Sub-Total of Station Components	**$ 352,385.00**
			Sub-Total Proposed FSAS Components	**$ 379,985.00**

FSAS Software Licenses				
Description	**PURVIS Part #**	**Qty**	**List Price**	**Grand Total**
DM Console Seat License (Perpetual)	315-990100-120	2	$ 1,500.00	$ 3,000.00
PURVIS FSAS API License (Perpetual)	315-990200-120	2	$ 5,000.00	$ 10,000.00
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	315-990405-120	14	$ 800.00	$ 11,200.00
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	12	$ 750.00	$ 9,000.00
FSAS Mobile Alerting Application (Annual - 200 Users)	315-990501-120	1	$ 2,750.00	$ 2,750.00
			Sub-Total of FSAS Software Licenses	**$ 35,950.00**

Project Services	
Implementation Services (Project Management, Configuration, Integration, Test, & Training)	$ 93,000.00
Installation Services	$ 143,635.00
Freight/Shipping & Handling	$ 3,800.00
1 Year Warranty & Maintenance	Included
Sub-Total Required Services	**$ 240,435.00**

Total Proposed FSAS Components and Services	**$ 656,370.00**

Central Square ONESolution CAD Interface	
Central Square ONESolution PURVIS CAD Interface (Based on Central Square quote with no PURVIS markup applied)	$ 11,855.00
Sub-Total (Central Square ONESolution CAD Interface Fees)	**$ 11,855.00**

Grand Total Proposed FSAS and Central Square ONESolution CAD Interface	**$ 668,225.00**

CAD integration assumes that the PURVIS FSAS API will connect with the City of Midland's Central Square ONESolution CAD system via the Central Square provided interface. No modification or customization of the PURVIS interface is included in our proposal and any modification or customization required will result in an additional charge from PURVIS.

The City is responsible for contracting with Central Square for the Central Square ONESolution Interface. PURVIS included the Year 1 Central Square ONESolution Interface fees as quoted by Central Square with no PURVIS markup applied. PURVIS is not responsible for any Central Square post-warranty maintenance or subscription costs that Central Square will charge for the CAD integration to the PURVIS FSAS API. The PURVIS FSAS API is included in this price quote.

Pricing does not include any taxes.

6.2 PROPOSED MILESTONE PAYMENT SCHEDULE

Our proposed Milestone Payment Schedule is provided in the table below. PURVIS requests payment on a NET 30 basis.

Key Milestone	Deliverable	Payment Amount
Milestone # 1 Project Documentation	Delivery of Overall Project Schedule Delivery of PURVIS FSAS Controller Specifications Delivery of PURVIS FSAS API Documentation	$140,000.00
Milestone # 2 System Design and Documentation	Delivery of Network Configuration Spreadsheet for Customer Input Delivery of System Configuration Spreadsheet For Customer Input	$140,000.00
Milestone # 3 Dispatch Installation	PURVIS FSAS Central Server Software Installation Delivery of the PURVIS FSAS DM Console Hardware Delivery of the PURVIS FSAS Radio Interface Units	$70,000.00
Milestone # 4 Fire Station Installation	First Article Station Installation	$70,000.00
Milestone # 5 Fire Station Installation	Stations 2-5 Installation	$80,000.00
Milestone # 6 Fire Station Installation	Stations 6-9 Installation	$80,000.00
Milestone # 7 Fire Station Installation	Stations 10-12 Installation	$70,000.00
Milestone # 8	CAD Interface Testing Final System Cutover and Acceptance	$18,225.00
GRAND TOTAL		**$668,225.00**

6.3 POST-IMPLEMENTATION SUPPORT COSTS

The table below provides annual pricing for 5 years of support and maintenance on the proposed PURVIS FSAS solution at the dispatch centers and fire stations. The delivered system includes a one (1) year warranty on all delivered PURVIS FSAS hardware and software that begins upon final system acceptance by the City of Midland.

The table below provides pricing for two post-warranty annual maintenance options. Annual Maintenance Option 1 includes on-site technical assistance. Annual Maintenance Option # 2 is for remote maintenance only. No on-site technical assistance is included with this option. Additional details on PURVIS's warranty and maintenance programs are located within our proposal.

Option 1 - Ongoing Maintenance (Extended Warranty (Includes Remote and On-Site Support))					
Item	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Annual PURVIS FSAS Maintenance	Included	$57,875.00	$60,190.00	$62,600.00	$65,110.00
Annual Text-to-Speech Voice Module Software Maintenance	Included	$3,640.00	$3,800.00	$4,000.00	$4,200.00
FSAS Mobile Alerting Application (Annual - 200 Users)	Included	$2,750.00	$2,750.00	$2,750.00	$2,750.00
Total	**Included**	**$64,265.00**	**$66,740.00**	**$69,350.00**	**$72,060.00**

Option 2 - Ongoing Maintenance (Extended Warranty (Includes Remote Only Support))					
Item	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Annual PURVIS FSAS Maintenance	Included as part of Option 1	$35,450.00	$36,870.00	$38,350.00	$39,890.00
Annual Text-to-Speech Voice Module Software Maintenance	Included as part of Option 1	$3,640.00	$3,800.00	$4,000.00	$4,200.00
FSAS Mobile Alerting Application (Annual - 200 Users)	Included as part of Option 1	$2,750.00	$2,750.00	$2,750.00	$2,750.00
Total	**Included as part of Option 1**	**$41,840.00**	**$43,420.00**	**$45,100.00**	**$46,840.00**

Pricing is based on the proposed PURVIS FSAS solution and does not include coverage for the alternate PURVIS FSAS component proposals. Post-Implementation support cost pricing will be updated based on the final set of requirements.

6.4 ALTERNATE COST PROPOSAL FOR PROPOSED SYSTEM

Our Alternate Cost Proposal includes the costs for the base system required by the RFP (Primary Cost Proposal above), as well as additional PURVIS FSAS components that the City expressed interest in during the RFP site visits. The PURVIS FSAS is flexible and expandable and the proposed system in our Alternate Cost Proposal can be modified to reflect the City's final set of functional and budget requirements.

Our proposal assumes the use of City-supplied virtual servers and database licenses. Optionally, and at an additional cost, PURVIS can provide physical servers and the database licenses.

The itemized cost sheet below for our Alternate Cost Proposal provides the total cost for the project.

Proposed FSAS Components - Alternate Response				
Dispatch Components				
Description	**PURVIS Part #**	**Qty**	**List Price**	**Grand Total**
Dispatch Management (DM) Console - Touch Screen	315-020104-131	2	$ 2,500.00	$ 5,000.00
Radio Interface Unit (RIU) Six (6) Audio Channel - 3U	315-320003-131-6	2	$ 8,750.00	$ 17,500.00
RIU to Radio Cable - 1 Ch	315-321002-131	12	$ 425.00	$ 5,100.00
			Sub-Total of Dispatch Components	**$ 27,600.00**

Fire Station Components				
Description	**PURVIS Part #**	**Qty**	**List Price**	**Grand Total**
Station Control Unit (SCU)	315-030004-131	12	$ 19,500.00	$234,000.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	12	$ 735.00	$ 8,820.00
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	12	$ 45.00	$ 540.00
Remote Touch Screen HDMI Video Kit-TX-RX	315-190400-131-RTS	12	$ 160.00	$ 1,920.00
USB Extender, 1-Port	315-250202-131	12	$ 150.00	$ 1,800.00
24 Port Unmanaged Network Switch	315-290005-131-LAN	12	$ 225.00	$ 2,700.00
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	12	$ 1,670.00	$ 20,040.00
Audio/Relay Expansion Module (ARXM) 70v, 8 Zone/8 Relay	315-442000-131-8-8	19	$ 4,775.00	$ 90,725.00
Dorm Remote (Color)	315-410000-131-C	64	$ 200.00	$ 12,800.00
Dorm Remote Gateway (DRG) 8 port	315-400001-131-8	7	$ 2,630.00	$ 18,410.00
Dorm Remote Gateway (DRG) 16 port	315-400001-131-16	2	$ 3,050.00	$ 6,100.00
Recessed Speaker, 8" with Red/White LED Ring (70v)	315-141001-131-LED	137	$ 410.00	$ 56,170.00
Recessed Speaker Mount	315-130360-131	137	$ 25.00	$ 3,425.00
Outdoor/Bay Speaker (70v) 15w	315-150408-131	19	$ 160.00	$ 3,040.00
Amplifier 1 Ch (70v) 250w (Includes Amplifier Input Module - Mono)	315-070304-131-250	12	$ 1,410.00	$ 16,920.00
Amplifier Input Module - Mono	315-070600-131	1	$ 85.00	$ 85.00
Turnout Timer 24" LED Display, 1 Line	315-210006-131-TT	20	$ 770.00	$ 15,400.00
Message Board - 50" Monitor	315-190000-131-50	23	$ 1,170.00	$ 26,910.00
Message Board HDMI Video Kit-TX-RX	315-190400-131-MB	12	$ 160.00	$ 1,920.00

Message Board HDMI Video Receiver	315-190400-131-MB-RX	11	$ 105.00	$ 1,155.00
Message Board Display Module	315-540201-131	12	$ 300.00	$ 3,600.00
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	23	$ 70.00	$ 1,610.00
8 Port Unmanaged Message Board Switch	315-290003-131-MB	11	$ 95.00	$ 1,045.00
Power Strip - Rack Mount	315-010500-131	12	$ 80.00	$ 960.00
19" Rack Shelf 1U, 10" Deep	315-383001-131	12	$ 60.00	$ 720.00
19" Rack 18U - Wall Mount	315-380001-131	11	$ 1,200.00	$ 13,200.00
			Sub-Total of Station Components	**$544,015.00**
			Sub-Total Proposed FSAS Components	**$571,615.00**

FSAS Software Licenses				
Description	**PURVIS Part #**	**Qty**	**List Price**	**Grand Total**
DM Console Seat License (Perpetual)	315-990100-120	2	$ 1,500.00	$ 3,000.00
PURVIS FSAS API License (Perpetual)	315-990200-120	2	$ 5,000.00	$ 10,000.00
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	315-990405-120	14	$ 800.00	$ 11,200.00
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	12	$ 750.00	$ 9,000.00
FSAS Mobile Alerting Application (Annual - 200 Users)	315-990501-120	1	$ 2,750.00	$ 2,750.00
			Sub-Total of FSAS Software Licenses	**$ 35,950.00**

Project Services	
Implementation Services (Project Management, Configuration, Integration, Test, & Training)	$ 113,000.00
Installation Services	$ 308,330.00
Freight/Shipping & Handling	$ 5,720.00
1 Year Warranty & Maintenance	Included
Sub-Total Required Services	**$427,050.00**

Total Proposed FSAS Components and Services	**1,034,615.00**

Central Square ONESolution CAD Interface	
Central Square ONESolution PURVIS CAD Interface (Based on Central Square quote with no PURVIS markup applied)	$ 11,855.00
Sub-Total (Central Square ONESolution CAD Interface Fees)	**$ 11,855.00**

Grand Total Proposed FSAS and Central Square ONESolution CAD Interface	**1,046,470.00**

CAD integration assumes that the PURVIS FSAS API will connect with the City of Midland's Central Square ONESolution CAD system via the Central Square provided interface. No modification or customization of the PURVIS interface is included in our proposal and any modification or customization required will result in an additional charge from PURVIS.

The City is responsible for contracting with Central Square for the Central Square ONESolution Interface. PURVIS included the Year 1 Central Square ONESolution Interface fees as quoted by Central Square with no PURVIS markup applied. PURVIS is not responsible for any Central Square post-warranty maintenance or subscription costs that Central Square will charge for the CAD integration to the PURVIS FSAS API. The PURVIS FSAS API is included in this price quote.

Pricing does not include any taxes.

6.5 CITY OF MIDLAND FSAS PROJECT ASSUMPTIONS

The project schedule and pricing are based on the following project assumptions.

City of Midland's Role

In order for PURVIS to fulfill project requirements and avoid delays, the City of Midland's role must include the following**:**

City of Midland's Personnel

- Assign a primary City of Midland point of contact for the project.
- Participation of key project team members in regularly scheduled project meetings.
- Ensure PURVIS has timely access to all necessary physical locations during the project. Communicate installation planning activities to station personnel.
- Make dispatch and fire operational personnel available to provide operational data necessary for system configuration.
- Make personnel available to approve recommended acceptance test procedures and to participate in the execution of these procedures.
- Provide review/comment/approval of all PURVIS documentation by the date defined in the final project timeline, or within 10 working days of delivery, whichever comes first.

Hardware Requirements

- Provide two virtual servers to host each PURVIS FSAS Central Server. The following are the requirements for each PURVIS FSAS Central Server:

Central Server:

- OS: Windows Server 2022
    - APPS: FSAS Central Server
- CPU: 2 Cores
- RAM: 8G
- DISK: 220G
    - C: (OS) - 100G
    - D: (APP) - 120G
- *NIC: 2
    - FSAS Network (WAN)
    - Radio Interface Unit (RIU) Network (LAN)

Database Server:

- OS: Windows Server 2022
    - APPS: FSAS Database
    - SQL: MSSQL 2022 Standard
    - FSAS uses Core License Model = 1 SQL License for 2 Cores
    - FSAS does not support SQL client license model

- CPU: 2 Cores
- RAM: 8G
- DISK: 600G
  - C: (OS) - 100G
  - D: (SQL) - 500G
- *NIC: 1
  - FSAS Network (WAN)

Core / Load Balancer Server:

- OS: Linux Ubuntu 22.04.4 LTS Server
  - APPS: FSAS Core and Load Balancer
- CPU: 2 Cores
- RAM: 4G
- DISK: 80G
- *NIC: 1
  - FSAS Network (WAN)

*Physical NIC for FSAS Network (WAN) can be shared across all virtual machines

- Provide 3U of server rack space with a depth of 24” at each Dispatch Center for the Radio Interface Unit
- Provide 12” x 30” of desktop space at each Dispatch Center for the DM Console PC workstation.
- Provide UPS backup power and surge protected circuits to the Central Servers, DM Console, and Radio Interface Units.
- The following FSAS hardware will be installed in each station using a PURVIS supplied station equipment rack in Stations 1-10 & the Training Center. PURVIS will use the Midland supplied rack in Station 11:

Item	Power Requirements	Environment Requirements	
		Space Requirements	Other Requirements
Station Control Unit	Input: 120VAC, 20 Amp outlet. Power will be supplied from the PURVIS UPS.	Rack Mounted - 3U of 19" rack space, depth of 24".	To ensure system longevity and reliability, the SCU operating temperature is 32° F to 100° F
24 Port Unmanaged Network Switch	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS UPS.	Rack Mounted - 1U of 19" rack space, depth of 16".	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Amplifier 1 Ch (70v) 250w	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS UPS.	Rack Mounted - 2U of 19" rack space. Depth of 20".	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Message Board Display Module	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS UPS.	Dimensions: 4-1/8x3-3/4x1-1/4 in Weight: .6 lbs.	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
8 Port Unmanaged Message Board Switch	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Rack Mounted - 1U of 19" rack space, depth of 16".	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Uninterruptible Power Supply	Input: A single dedicated 120V, 20AMP circuit in the fire station with a minimum of one outlet. Power termination shall be located within 6 feet of the PURVIS FSAS UPS in the station.	Rack Mounted - 2U of 19" rack space. Depth of 20". Weight: 58 lbs	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Rack Shelf	N/A	Rack Mounted - 2U of 19" rack space per shelf.	N/A

Power Requirements

Our proposal assumes that City of Midland will supply all required power for the system. City of Midland will:

- Provide one 120V, 20AMP dedicated circuit with one (1) outlet at each fire station for the PURVIS FSAS Uninterruptible Power Supply identified in the above table.
- Provide one 120V, 15AMP duplex outlet at the fire stations and training center for each PURVIS FSAS Remote Touch Screen (RTS), each Turnout Timer and each Message Board.
- PURVIS FSAS devices connected to the PURVIS provided UPS in the station will be limited to the following: Station Control Unit, Audio Amplifier, Network Switch, Message Board Display Module and Message Board Switch.

IP Network

- Will make the following firewall changes/additions in accordance with the Overall Project Plan (OPP):
  - Configure firewall ports on City of Midland's IP network where the PURVIS FSAS Central Servers are installed. These include the following ports:
    - 20100-20150
    - 40100-40150
    - 21,22,23,80,443,445,3389,25,587,465,110,995, 1433, 5038
- Provide remote access via a browser-based remote login software to access the Central Servers for PURVIS personnel (by the date defined in the final project timeline or within 30 calendar days of project start, whichever comes first).
- Provide routing on the data center network to the CAD Interface Servers, the FSAS Central Servers, and DM Console.
- Provide network path between the Central Servers at the data center and all outlying stations.
- The bandwidth required from the FSAS Central Servers to the FSAS Station Control Units (SCU) are minimal, with a compressed incident message size of around 1200-1300 bytes. A connection in excess of 5-10KB/s is required. For software updates and maintenance over the network, a bandwidth in excess of 1Mb/s is recommended, but not required
- Provide the static WAN (FSAS Network) IP addresses as required for each PURVIS FSAS Central Server, PURVIS FSAS DM Console, PURVIS FSAS Station Control Unit and Message Board Display Module.
- Provide an Ethernet TCP/IP based physical connection for each PURVIS FSAS Central Server, PURVIS FSAS DM Console, PURVIS FSAS Radio Interface Unit (RIU), PURVIS FSAS Station Control Unit and PURVIS FSAS Message Board Module.
- Provide network routes as required to each fire station and each dispatch center.
- Implement firewalls as required for FSAS at the dispatch centers, fire stations and training center. Any hardware, software and services required to implement the firewalls are the responsibility of the City of Midland.
- Provide a point of contact available 24/7/365 for WAN support
- Provide two (2) WAN Ethernet network switch connection ports at each fire station and the training center for the PURVIS FSAS SCUs and PURVIS FSAS Message Boards.
- Provide a valid email user account and access to an email server to allow support emails to be generated.
- Any specific network equipment limitations (non-compliant vendor or model types) need to be noted by City of Midland at the beginning of the project.

Central Servers

- Create and provide domain user accounts with administrator privileges in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Support the implementation of domain group policies as needed for the proper operation of all domain joined components.
- Install City of Midland security software and policies in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Setup e-mail configurations/accounts for the PURVIS FSAS in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Provide redundant switches to accommodate server teamed network connections
- Provide time sync across domain or ability to add time sync server information to Central Servers

DM Console and Station Control Units

- Create domain user accounts (if required) in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Install City of Midland security software and policies (in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Provide a switch to accommodate DM Console/SCU to Central Server network connections at each location

CAD Interface

- Provide the Central Square ONESolution CAD to PURVIS FSAS API Interface and any services or additional software that may be required by Central Square to support the PURVIS FSAS interface. The year 1 costs for Central Square to supply and implement this interface are identified in our cost proposal. Our proposal assumes that the City will contract directly with Central Square for this interface. The quote provided by Central Square is addressed to the City and is included in the Appendix of our proposal.
- Our proposal assumes that the PURVIS FSAS will be implemented with the existing Central Square ONESolution CAD to PURVIS FSAS API Interface. This FSAS interface is currently used in multiple other environments, including Pasco County, FL, High Point, NC, New Hanover, NC, Lexington County, SC, Williamson County, TX and Forsyth County GA. No modification or customization of the PURVIS interface or the PURVIS FSAS software is included in our proposal and any modification or customization required will result in an additional charge from PURVIS.
- Provide electronic copy of CAD and Unit Incident Data by the date defined in the final project timeline or within ten (10) calendar days of project start, whichever comes first.
- Provide access to a test / training CAD (or other CAD vendor server if test / training CAD not available) for the purposes of PURVIS integration testing. This includes the ability to login to the test / training CAD to generate test runs through FSAS.
- Due to the tight integration between the CAD System and the PURVIS FSAS, during implementation and during the lifecycle of systems, City of Midland must coordinate modifications of the CAD system with PURVIS.
- PURVIS Assumptions:
    a. The City of Midland will contract directly to Central Square to provide the Central Square ONESolution to PURVIS FSAS interface.
    b. No modifications to the PURVIS FSAS will be required to support the Central Square ONESolution CAD interface. Any agreed to modification requests will performed at an additional cost.

c. No Central Square ONESolution CAD to PURVIS FSAS API custom coding services are included will be considered out of scope.
d. Any annual maintenance or annual license fees that may charged by Central Square on the CAD interface will be billed directly to the City of Midland by Central Square. Central Square ONESolution CAD interface annual maintenance fees are not included in our proposal beyond the year 1 fee.
e. The Central Square ONESolution CAD 1st year software warranty may not align with the PURVIS FSAS warranty period. The Central Square ONESolution CAD post warranty fees are the responsibility of the City of Midland.

- The date of final PURVIS FSAS cutover will be dependent on the successful CAD system cutover by Central Square.

Radio

- Provide 3U of rack space with a depth of 24" for the RIU installation.
- Provide access to radio equipment maintenance and support personnel to ensure quick and seamless integration efforts by the date defined in the final project timeline or within 10 working days of project start, whichever comes first.
- Provide one dedicated radio for each talk group or channel that the system will alert over. The radios must be within 25 feet of the RIU. The radio must have an auxiliary microphone input, an auxiliary speaker output, and an auxiliary PTT input that supports dry contact closure. For the PURVIS FSAS to detect that the radio channel/talk group is busy, the radio must have a dry contact closure output. PURVIS prefers radios that also have a separate dry contact closure that provides confirmation to the PURVIS FSAS that the PURVIS FSAS has control of the channel/talk group when transmitting.
- The PURVIS FSAS RIU included as part of this SOW supports automated voice announcements over radio. The RIU supports analog toning but not digital toning.
- Perform all radio or console programming changes required to support the PURVIS FSAS. This includes channel/talk group and any other custom configurations. PURVIS will provide guidance in programming.
- Maintain all radio equipment required for PURVIS FSAS communications. This includes preventive maintenance, signal strength, issues resolution, software updates and other support.
- Provide a single point of contact for all radio related issues.
- PURVIS is not responsible for resolving any radio reception / coverage issues.

Notification Feature

- Supply the contact information for the individuals to be contacted via auto-generated e-mail notifications and Mobile App.
- Manage and maintain the individual contacts and contact groups that will be notified via the PURVIS FSAS based on specific criteria.

Training

- Provide a train-the-trainer environment that supports using the delivered FSAS components.
- Schedule training session to occur within the same day.
- Ensure all personnel scheduled for training are present at schedule time(s).

Fire Station Installation

- PURVIS assumes that, for each installation at each location, the PURVIS Team will have full and timely access to the installation site on the date(s) specified in the Project Schedule. Access on each date will be all day (7:00am – 5:00pm local time).

- PURVIS assumes the City of Midland will identify the location of all new PURVIS FSAS hardware prior to the start of equipment installation.
- PURVIS FSAS device installation
  a. All cabling routing will be done above drop ceilings and in existing raceways, conduit, and wall/ceiling openings and does not include running cabling across apparatus bays. No coring and/or drilling will be performed for cable routing.
  b. All cable runs must be within 100' of the Station Control Unit.
  c. The PURVIS FSAS will be cabled and connected with one (1) Customer-supplied radio, and two (2) Customer-supplied IP network connections in each station and the training center.

Existing Fire Station Equipment

a. Provide a dedicated radio at each fire station within close proximity of the PURVIS FSAS Station Control Unit (SCU). The SCU will connect to the station radio via an analog audio output. Additionally, the SCU can connect to a **dry contact** relay output to support paging tone relay activations.
b. Provide existing/working 70v speakers in each fire station and training center that the PURVIS FSAS will connect to provide audio alerts. PURVIS assumes no responsibility for speaker quality or performance. Quote does not include rewiring or zoning existing speakers in the fire stations. Proposal assumes that all stations have 1 audio zone and that all alerts in a station will play over all speakers within that station. Zoning can be added as an option at an additional cost.
c. Provide the Airport Crash Phone with an analog audio output, that will connect to the PURVIS supplied amplifier in Station 7.
d. PURVIS will provide a single two-wire control line from a PURVIS FSAS Station Control Unit dry contact relay to a Customer supplied gas control relay head in eight (8) fire stations. Customer must provide relay timing and control requirements that align with the pre-configured SCU relays and is responsible for the connection of the control wire to the relay control head.
e. Provide ground connection for the PURVIS supplied equipment rack in each station. PURVIS assumes that any Midland supplied equipment rack used for PURVIS supplied FSAS components will have a suitable ground.
f. Our proposal does not include connection with any other existing fire station devices, including I/O devices, etc.

- Fire Station Repair
  a. Any ceiling tiles damaged during installation will be replaced with similar tiles but exact color and type match cannot be guaranteed.
  b. Any damaged paint / drywall will be repaired with similar colors but exact color match cannot be guaranteed.
- PURVIS is not responsible for the removal and/or abatement of asbestos or lead paint in any location.
- PURVIS is not responsible for the removal or disposal of any existing Zetron equipment or the repair of any facility walls, ceilings etc. as a result of existing equipment removal.

Warranty/Maintenance

- Provide timely on-site access to all locations to necessary PURVIS maintenance personnel as needed
- Provide the PURVIS with remote access to the PURVIS FSAS via a browser-based remote login software or VPN tunnel.
- The City of Midland will designate a single point of contact as the person to contact the PURVIS help desk to request service and to request the City of Midland personnel for troubleshooting or on-site repair services.

7.0 APPENDIX

- PURVIS License Agreement and Service Agreement
- PURVIS FSAS Price List 2025
- FSAS Windows OS Patch Process rev 111
- Virtual Servers Specifications
- Central Square Quote and Summary of Services
- Additional Supporting Documents:
    - PURVIS FSAS Brochure
    - Installation Cutsheets

7.1 PURVIS LICENSE AGREEMENT AND SERVICE AGREEMENT

END-USER LICENSE AGREEMENT
PURVIS FIRE STATION ALERTING SYSTEM (FSAS)

This End-User License Agreement ("Agreement") is effective as of the date of the latest signature below (hereinafter “Effective Date”) between PURVIS Systems Incorporated, a New York Corporation, (“PURVIS” or “Licensor”), located at 88 Silva Lane, Middletown, RI 02842 and the **ENTER CUSTOMER NAME** (“Licensee”), located at **ENTER CUSTOMER ADDRESS**.

RECITALS

WHEREAS, Licensor has developed the PURVIS Fire Station Alerting System™ (“PURVIS FSAS” or “FSAS”) and desires to grant Licensee a license to use the Software;

WHEREAS, Licensee wishes to use the Software under the terms and conditions set forth in this Agreement;

WHEREAS, Licensor and Licensee have executed one or more Contract(s) and/or Purchase Order(s) (“Contract”) for the Licensee’s procurement of the PURVIS FSAS;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensor and Licensee hereby agree as follows:

1. GRANT OF LICENSE

PURVIS grants Licensee a non-exclusive, perpetual license to use the Software only in connection with the PURVIS FSAS and solely for Licensee’s internal business use. “*Software*” means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS’ proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.

2. RESTRICTIONS ON USE

No license or right is granted to license, sell, disclose, or otherwise transfer the Software to others. Licensee shall not manufacture, modify, reproduce, copy, reverse engineer, decompile, disassemble, or create derivative works of Software. Licensee acknowledges that any documentation delivered in connection with the software included in the FSAS is PURVIS’ proprietary information, and Licensee may not disclose, assign, or sublicense such documentation and information to anyone without PURVIS’ prior written consent and then only on terms acceptable to PURVIS, except as may be required by law. Licensee represents and warrants that it is acquiring the Software and the FSAS for its own business use and purpose, without any intention to re-sell or transfer the Software or the FSAS to any third party.

3. MAINTENANCE AND SUPPORT

Warranty and Maintenance services shall be provided in accordance with the PURVIS FSAS Service Agreement, for the periods and prices set forth in the Contract.

4. TERM OF AGREEMENT

This Agreement shall commence on the effective date and shall continue in effect until terminated by PURVIS or Licensee.

5. TERMINATION

Upon termination, PURVIS shall remove the Software from the Licensee's equipment. Licensee shall allow PURVIS reasonable access to the equipment so that PURVIS can remove the Software. Licensee agrees that it has no right to, and hereby expressly releases and holds PURVIS harmless from any liability for any damages, equitable relief, or indemnification of any kind, including but not limited to loss of profits, or any other cost, damage, liability, loss or expense incurred by Licensee due to any expiration or termination of this Agreement. Said release does not apply to any claims arising from damages or losses to Licensee's equipment attributable to PURVIS removing the Software from Licensee's equipment.

6. WARRANTY AND REMEDIES

PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Licensee, will function substantially in accordance with the functional description in the PURVIS proposal or the Contract. PURVIS' sole liability and Licensee's sole remedy for breach of this Software warranty shall be, at PURVIS' election, PURVIS' good faith effort to rectify the nonconformity or replace the Software with Software that conforms. This warranty does not apply if Software failure is a result of accident, misuse, abuse, misapplication, or unauthorized modification by Licensee.

7. INTELLECTUAL PROPERTY

(a) *Ownership.* PURVIS alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the licensed Software contained in the FSAS. "Intellectual Property Rights" means all exclusionary, proprietary, or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition, or other laws. The PURVIS name, the PURVIS logo, and the product names associated with the FSAS are trademarks of PURVIS or third parties, and no right or license is granted to use them. In the course of the performance of this Agreement, PURVIS may disclose to Licensee certain confidential information regarding the design, computer code, specifications, and other matters regarding the Software and the FSAS. Licensee agrees to hold all such information disclosed to Licensee regarding the Software and the FSAS confidential for a period of five (5) years after the termination of this Agreement and Licensee shall not during such period disclose any confidential information regarding the Software or the FSAS to any third party, except as may be required by law or pursuant to a valid court order or subpoena. Licensee shall promptly notify PURVIS of the receipt of any court order, subpoena, or other legal request, and afford PURVIS the opportunity to contest or limit any such court order, subpoena, or request as the same may relate to the Software and the FSAS and any confidential information relating thereto. PURVIS acknowledges that Licensee is a governmental entity that is subject to the Texas Public Information Act (the "Act"). PURVIS agrees that any disclosure made by Licensee pursuant to compliance with the Act shall not be subject to the terms of this provision.

(b) *PURVIS FSAS IP Indemnity*. Except as expressly provided in the Contract, PURVIS will defend and hold Licensee harmless against any claims, legal actions, and other expenses in connection with any claims that the FSAS or any Hardware or Software created by PURVIS within the FSAS infringes or violates intellectual property rights of any third party, on the condition that Licensee notifies PURVIS promptly of the claim and gives PURVIS sole control of the defense and negotiations for its settlement or compromise. If Licensee is, or may become, prohibited from use of the FSAS by reason of an actual or anticipated claim, PURVIS will use its reasonable efforts, at PURVIS' sole cost and expense, to either: (a) obtain for Licensee the right to use the FSAS, (b) replace or modify the FSAS so that it is no longer subject to a claim but performs the

same functions in an equivalent manner, or (c) refund to Licensee the amount paid in respect to the FSAS. PURVIS shall not have any liability to Licensee if the infringement or other violation of a third party right is based in any way upon (i) the use of the FSAS in combination with other components, equipment or software not furnished by PURVIS, (ii) third party or off-the-shelf Hardware or Software used in conjunction with or incorporated into the FSAS; or (iii) any component of the FSAS which has been modified or altered by Licensee without authorization. EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, THIS SECTION STATES THE ENTIRE RESPONSIBILITY OF PURVIS CONCERNING INTELLECTUAL PROPERTY CLAIMS REGARDING THE FSAS AND PURVIS' HARDWARE AND SOFTWARE AND WILL SURVIVE TERMINATION OF THE AGREEMENT.

(c) *Third Party Hardware and Software IP Indemnity Pass-through*. Except as expressly provided in the Contract, with respect to any third-party hardware or software contained in the FSAS, PURVIS agrees to pass on to Licensee, to the extent permissible under applicable agreements, any warranties, or indemnities with regard to patent or copyright infringement provided to PURVIS by such vendors. PURVIS is not authorized to act as agent for any vendor in patent or copyright matters. PURVIS will, upon notification from Licensee of any allegation of patent or copyright infringement involving third-party hardware or software, promptly notify the vendor(s), and assist (at Licensee's expense) in obtaining from vendor(s) such remedies as may be contained in PURVIS' agreement(s) with such vendor(s).

(d) *Improvements*. All rights, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs, derivatives and related documentation, other works of authorship fixed in any tangible medium of expression, or other forms of intellectual property, whether or not subject of statutory protection, which are made, created, developed, written, conceived or first reduced to practice by PURVIS solely, jointly or on its behalf, in the course of, arising out of, or as a result of work performed under this Agreement shall belong to and be the sole and exclusive property of PURVIS.

8. PERSONAL DATA CONTAINED WITHIN THE FSAS OR ANY HOSTED SERVICES

PURVIS does not own any personal data, information or material that may be introduced into or contained within the FSAS in the course of Licensee's use of the FSAS, including, without limitation, cellular telephone numbers, names, email addresses or other information by which individuals are contacted or identified ("Personal Data"). Licensee, not PURVIS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Personal Data. Licensee is responsible for the Personal Data and PURVIS shall not be responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Personal Data.

9. LIMITATION OF LIABILITY

EXCEPT FOR ANY EXPRESS HARDWARE OR SOFTWARE WARRANTIES PROVIDED IN THE AGREEMENT AND THE CONTRACT, PURVIS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE FSAS OR ANY HARDWARE, SOFTWARE or SERVICES THEREIN. PURVIS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE FSAS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE FSAS WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED

DATA WILL BE ACCURATE OR RELIABLE, (D) THE EFFECTIVENESS OF THE FSAS IN CONVEYING EMERGENCY MESSAGES OR WARNINGS, OR THE USE TO WHICH ANY RESPONDER OR OTHER PARTY MAY PUT SUCH MESSAGES OR WARNINGS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE FSAS OR THE SERVER(S) THAT MAKE THE FSAS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FSAS AND ALL CONTENT IS PROVIDED TO LICENSEE STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PURVIS AND ITS LICENSORS.

EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS'S AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM LICENSEE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FSAS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE FSAS, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF PURVIS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INTERNET DELAYS

THE FSAS OR ANY HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PURVIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. LICENSEE IS SOLELY RESPONSIBLE FOR ITS ACCESS TO THE INTERNET FOR PURPOSES OF USING THE FSAS AND ANY HOSTED SERVICES. PURVIS IS NOT AN INTERNET PROVIDER AND HAS NO RESPONSIBILITY WHATSOEVER IN ARRANGING FOR, OR MONITORING, THE LICENSEE'S ACCESS TO THE INTERNET IN ORDER TO USE THE FSAS OR ANY HOSTED SERVICES.

11. CERTAIN LAWS

The PURVIS FSAS uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Licensee agrees to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Licensee acknowledges and agrees that the Software shall not be used by, transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of

Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

PURVIS FIRE STATION ALERTING SYSTEM (FSAS) SERVICE AGREEMENT

CUSTOMER: _____

I. INTRODUCTION

This Service Agreement ("Agreement") is effective upon Customer's written acceptance of the PURVIS FSAS system (FSAS), or as otherwise specified in the Customer's Contract/Purchase Order(s) ("Contract") and will continue for the time period specified in the Contract. This Agreement will remain in effect for any subsequent service periods purchased by the Customer via mutual written agreement of the parties at the prices set forth in the Contract, quote, or as otherwise mutually agreed.

The warranty, maintenance and support services provided under this Agreement cover all PURVIS-provided hardware and software identified in the PURVIS FSAS Contract(s) with Customer. Failures must be caused by PURVIS-provided FSAS hardware and/or software in order to be covered by this Agreement, except that Customer-provided hardware and/or software is covered only to the extent that it is explicitly identified in the Contract as being covered.

Services shall be performed by trained, experienced and qualified personnel and with due care, skill, and diligence in accordance with applicable industry standards and the terms of this Agreement.

This Agreement includes the following services:

Standard Services - Remote Support	Included

Optional Services	Select if Applicable
On-Site Support Option 1 - 24/7/365	
On-Site Support Option 2 - Normal Business Hours	

II. DESCRIPTION OF SERVICES

STANDARD SERVICES – REMOTE SUPPORT

Standard Services include Help Desk, Emergency/Non-Emergency Hardware and Software Repairs, Software Version Updates, and Remote Access Support. Remote technical support is provided by phone or remote access. On-site support is not provided under standard services and is available as an Option.

TYPES OF SERVICE REQUESTS AND RESPONSE TIMES

Emergency Service Request is defined as a major failure of PURVIS-provided FSAS software or hardware that results in no service at one or more locations. Response to an Emergency

Service Request is provided within four hours following request. PURVIS will troubleshoot, diagnose, and repair emergency system failures 24/7/365, including holidays, until resolved.

Non-Emergency Service Request is defined as a failure or incident in which the service continues to operate, but a non-critical PURVIS-provided feature, such as a speaker or LED light, is not available or does not function as it should. Service for non-emergency failures is provided during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays. Response to a Non-Emergency Service Request is provided within the next business day and will typically be resolved within two business days.

A. HELP DESK

CUSTOMER MUST INITIATE A SERVICE REQUEST BY CONTACTING THE PURVIS 24x7x365 HELP DESK:

FOR EMERGENCY SUPPORT:

PHONE: 866-841-2824

FOR NON-EMERGENCY SUPPORT:

ONLINE: HTTPS://SUPPORT.PURVIS.COM or
E-MAIL: support@purvis.com

The PURVIS Help Desk receives and logs all customer support calls and creates trouble tickets for all calls received.

All Emergency Requests will be confirmed by return phone call: a PURVIS Support Engineer will acknowledge Customer's request within two (2) hours of receipt and will solicit specific details regarding the service request if needed. Following this initial response, PURVIS will confirm that it is an Emergency Service Request or will reclassify it as a Non-Emergency Service Request if applicable.

For Online or Email requests: a PURVIS Support Engineer shall acknowledge Customer's request within two (2) hours of receipt during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays. PURVIS will solicit specific details regarding the service request if needed.

B. HARDWARE AND SOFTWARE WARRANTY

Hardware Repair/Replacement

PURVIS warrants that the Hardware provided by PURVIS for the PURVIS FSAS will be free of defects in materials and workmanship and conform to specifications set forth in the Contract and any FSAS user manuals/documentation provided to Customer. PURVIS' sole liability and responsibility under this Agreement is to repair or replace, at PURVIS' option, any Hardware provided by PURVIS, which PURVIS determines does not conform to the warranty.

For hardware failures that result in a critical system operation failure, PURVIS will ship a replacement Hardware device or component to the Customer within one (1) business day of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty. All shipments for critical system operation failure items will be scheduled for overnight delivery.

For hardware failures that result in a non-critical operation failure, PURVIS will ship a replacement Hardware device or component to the Customer within seven (7) business days of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty.

For Customers that maintain an on-site FSAS Spares inventory, PURVIS will deliver the repaired or replacement Hardware device or component to the Customer within thirty (30) calendar days to replenish the Customer's Spares inventory.

The Customer is responsible for shipping the failed hardware device or component to PURVIS' RI office within 5 business days of reporting failure. The Customer is responsible for shipping costs.

NOTE: If Customer purchases Option 1, On-Site Services, shipping of hardware between Customer and PURVIS is not applicable, since PURVIS will provide delivery and/or pick-up of hardware while performing on-site services.

Software Repair/Replacement

"Software" means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS' proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.

PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Customer, will function substantially in accordance with the functional description in the PURVIS documentation. PURVIS' sole liability and Customer's sole remedy for breach of this Software warranty shall be, at PURVIS' election, PURVIS' good faith effort to rectify the nonconformity or replace the Software with Software that conforms.

Customer is expected to perform any configuration updates/changes to the system.

C. SOFTWARE VERSION UPGRADES

General availability software version upgrades for critical issue patches and scheduled major version upgrades are included as part of this Agreement. Any critical software issues that may arise will be addressed and patches will be released in General Availability as soon as they are completed and successfully pass a rigorous regression test cycle.

PURVIS will load new updates into the customer's system using the Software Update feature on the PURVIS FSAS DM Console. Newly installed updates can be automatically pushed to PURVIS FSAS Station Control Units and the Central Servers at any time. All software updates will be coordinated with the Customer.

D. REMOTE SOFTWARE SUPPORT

Remote Software Support is provided through VPN or other remote service tool; and it allows PURVIS to connect to each FSAS location to diagnose issues, update system software, and provide remote technical support.

OPTIONAL SERVICES

ON-SITE SUPPORT may be purchased as an Option, and includes all of the above standard services in addition to the following:

On-Site Technical Assistance is provided to support service requests that are not resolved remotely. When on-site services are provided, shipping of hardware between Customer and

PURVIS is not applicable, since PURVIS will provide delivery and/or pick-up of hardware while performing on-site services.

OPTION 1 – 24/7/365: On-site technical assistance is available 24 hours per day, 7 days per week, 365 days per year and will be provided in accordance with the response times for the type of service request, as identified for standard services above.

OPTION 2 – Normal Business Hours: On-site technical assistance is available during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays.

Preventive Maintenance is included with both on-site support options. One (1) preventive maintenance visit per station per year is scheduled during normal business hours, Monday through Friday between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays. Preventive maintenance is performed with the objectives of prolonging the life of equipment and preventing the need for corrective and emergency repairs. All major components of the system are cleaned and tested, and any unreported equipment failure is identified and repaired. Preventive Maintenance is not applicable during the first year of warranty following FSAS system acceptance.

III. LIMITATIONS/CUSTOMER RESPONSIBILITIES

1. This Agreement does not cover hardware and software that Customer purchased from a vendor other than PURVIS, including existing Customer-owned hardware that is connected to PURVIS FSAS, unless such items are explicitly identified in the Contract as being covered.
2. This Agreement does not cover Software failure resulting from accident, misuse, abuse, misapplication or unauthorized modification by Customer.
3. This Agreement does not cover Hardware that requires replacement/repair due to normal wear and tear (such as UPS battery), is damaged as a result of vandalism, misuse, force majeure or other act of God (such as fire, flood, lightning, etc.), is disassembled, modified or tampered with, or is otherwise negligently or improperly installed or maintained by Customer.
4. This Agreement does not cover replacement of hardware in the event that hardware becomes obsolete (technical refresh).
5. Customer is responsible for applying Windows and Antivirus updates. PURVIS shall provide Customer with document entitled “Microsoft Windows Patching” for reference when applying such updates.
6. Customer must provide PURVIS with remote access to the PURVIS FSAS to enable PURVIS to connect to the FSAS system at each location.
7. Customer must designate a single point of contact that will initiate service requests via the PURVIS help desk, and that PURVIS can contact to request Customer personnel support for troubleshooting or on-site repair services.
8. If the Optional on-site support is not applicable to this Agreement, Customer is responsible for on-site preventive maintenance and on-site technical support of the FSAS.
9. If Optional on-site support is applicable, Customer must provide PURVIS maintenance personnel with timely access to locations as needed to perform on-site services.

IV. OUT OF SCOPE SERVICES

In the event that PURVIS provides support under this Agreement in response to a Help Desk request, and PURVIS determines it to be an issue not covered under the applicable Software Warranty and/or Hardware Warranty or as a result of customer's non-compliance with the terms of this Agreement ("out-of-scope service"), PURVIS reserves the right to be reimbursed for such services. PURVIS shall invoice on a Time and Materials basis for such out of scope services at the then current hourly rate, and payment terms shall be Net 30. The current hourly rate of $165 per hour for out-of-scope services is effective through calendar year 2024 and will be subject to 4% annual escalation thereafter.

7.2 PURVIS FSAS PRICE LIST 2025

Fire Station Alerting System (FSAS) Hardware		
PURVIS Part Number	**Description**	**2025 List Price (USD)**
315-010101-131	Central Server - 2U	$ 13,500.00
315-010102-131	Central Server - 1U	$ 11,000.00
315-020104-131	Dispatch Management (DM) Console - Touch Screen	$ 2,500.00
315-020106-131	Dispatch Management (DM) Console - Non Touch Screen	$ 2,150.00
315-320003-131-2	Radio Interface Unit (RIU) Two (2) Audio Channel - 1U	$ 5,275.00
315-320003-131-6	Radio Interface Unit (RIU) Six (6) Audio Channel - 3U	$ 8,750.00
315-321002-131	RIU to Motorola Radio Cable - 1 Ch	$ 425.00
315-320005-131	Motorola Console Integration Kit (includes 3 PURVIS FSAS Radio Interface Software Licenses and 3 PURVIS FSAS Radio Interface Hardware Kits)	$ 10,000.00
315-320003-134	Radio Interface Unit (RIU) Two (2) Audio Channel Spares Kit	$ 1,100.00
315-320001-134	Radio Interface Unit (RIU) Six (6) Audio Channel Spares Kit	$ 2,000.00
315-030004-131	Station Control Unit (SCU)	$ 19,500.00
315-030007-131	Station Control Unit (SCU) - Essentials	$ 10,000.00
315-030004-134	Station Control Unit (SCU) Spares Kit	$ 5,000.00
315-030007-134	Station Control Unit (SCU - Essentials) Spares Kit	$ 3,750.00
315-250004-131	SCU Remote Touch Screen (RTS) - 7"	$ 450.00
315-250005-131	SCU Remote Touch Screen (RTS) - 22"	$ 735.00
315-250300-131	Remote Touch Screen Video Distribution - VGA TX/RX	$ 480.00
315-250100-131	Vesa Mount for VGA Receiver	$ 50.00
315-190302-131-RTS	Wall Mounting Bracket, Tilt, RTS Monitor	$ 45.00
315-190400-131-RTS	Remote Touch Screen HDMI Video Kit-TX-RX	$ 160.00
315-250202-131	USB Extender, 1-Port	$ 150.00
315-032002-131-D	Desktop Microphone	$ 360.00
315-032003-131-H	Handheld Wall Mount/Clip Mount Microphone	$ 380.00
315-290005-131-LAN	24 Port Unmanaged Network Switch	$ 225.00
315-040309-131	Uninterruptible Power Supply (UPS) - Desktop - Line Interactive 1000VA	$ 300.00
315-040310-131	Uninterruptible Power Supply (UPS) - Desktop - Line Interactive 1500VA	$ 350.00
315-040308-131	Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	$ 1,670.00
315-040305-131	Uninterruptible Power Supply (UPS) - 2U - Line Interactive 2200VA	$ 2,200.00
315-040312-131	Uninterruptible Power Supply (UPS) - 2U - Line Interactive 3000VA	$ 2,820.00
315-040313-131	Uninterruptible Power Supply (UPS) - XL 2U - Line Interactive 1500VA	$ 1,750.00
315-040314-131	Uninterruptible Power Supply (UPS) - XL 2U - Line Interactive 2200VA	$ 2,700.00
315-040315-131	Uninterruptible Power Supply (UPS) - XL 2U - Line Interactive 3000VA	$ 3,100.00
315-040316-131	Extended Battery Pack for XL UPS	$ 875.00
315-442000-131-4-0	Audio/Relay Expansion Module (ARXM) 70v, 4 Zone/0 Relay	$ 3,195.00
315-442000-131-4-8	Audio/Relay Expansion Module (ARXM) 70v, 4 Zone/8 Relay	$ 3,950.00
315-442000-131-4-16	Audio/Relay Expansion Module (ARXM) 70v, 4 Zone/16 Relay	$ 4,810.00
315-442000-131-8-0	Audio/Relay Expansion Module (ARXM) 70v, 8 Zone/0 Relay	$ 4,025.00
315-442000-131-8-8	Audio/Relay Expansion Module (ARXM) 70v, 8 Zone/8 Relay	$ 4,775.00
315-442000-131-8-16	Audio/Relay Expansion Module (ARXM) 70v, 8 Zone/16 Relay	$ 5,675.00
315-442000-131-12-0	Audio/Relay Expansion Module (ARXM) 70v, 12 Zone/0 Relay (4 Ext Day/Night Zones)	$ 5,180.00

315-442000-131-12-8	Audio/Relay Expansion Module (ARXM) 70v, 12 Zone/8 Relay (4 Ext Day/Night Zones)	$ 6,130.00
315-442000-131-0-8	Audio/Relay Expansion Module (ARXM) 70v, 0 Zone/8 Relay	$ 3,125.00
315-442000-131-0-16	Audio/Relay Expansion Module (ARXM) 70v, 0 Zone/16 Relay	$ 3,895.00
315-442000-134	Audio/Relay Expansion Module (ARXM) 70v Spares Kit	$ 1,400.00
315-443000-131-4-0	Audio/Relay Expansion Module (ARXM) Self-Amp, 4 Zone/0 Relay	$ 3,175.00
315-443000-131-4-8	Audio/Relay Expansion Module (ARXM) Self-Amp, 4 Zone/8 Relay	$ 3,950.00
315-442000-131-4-16	Audio/Relay Expansion Module (ARXM) Self-Amp, 4 Zone/16 Relay	$ 4,790.00
315-443000-131-8-0	Audio/Relay Expansion Module (ARXM) Self-Amp, 8 Zone/0 Relay	$ 3,975.00
315-443000-131-8-8	Audio/Relay Expansion Module (ARXM) Self-Amp, 8 Zone/8 Relay	$ 4,750.00
315-443000-131-8-16	Audio/Relay Expansion Module (ARXM) Self-Amp, 8 Zone/16 Relay	$ 5,495.00
315-443000-131-12-0	Audio/Relay Expansion Module (ARXM) Self-Amp, 12 Zone/0 Relay (4 Ext Day/Night Zones)	$ 4,775.00
315-443000-131-12-8	Audio/Relay Expansion Module (ARXM) Self-Amp, 12 Zone/8 Relay (4 Ext Day/Night Zones)	$ 5,550.00
315-443000-131-0-8	Audio/Relay Expansion Module (ARXM) Self-Amp, 0 Zone/8 Relay	$ 3,125.00
315-443000-131-0-16	Audio/Relay Expansion Module (ARXM) Self-Amp, 0 Zone/16 Relay	$ 3,895.00
315-443000-134	Audio/Relay Expansion Module (ARXM) Self-Amp Spares Kit	$ 1,400.00
315-410000-131-C	Dorm Remote (Color)	$ 200.00
315-410000-131-G	Dorm Remote (Gray)	$ 200.00
315-400001-131-2	Dorm Remote Gateway (DRG) 2 port	$ 740.00
315-400001-131-4	Dorm Remote Gateway (DRG) 4 port	$ 1,210.00
315-400001-131-8	Dorm Remote Gateway (DRG) 8 port	$ 2,630.00
315-400001-131-16	Dorm Remote Gateway (DRG) 16 port	$ 3,050.00
315-400001-131-32	Dorm Remote Gateway (DRG) 32 port	$ 6,260.00
315-410400-131	Dorm Remote Custom Plate	$ 60.00
315-130300-131-SA	Recessed Speaker, 8" (Self-Amp)	$ 80.00
315-141000-131-SA-LED	Recessed Speaker, 8" with Red/White LED Ring (Self Amp)	$ 410.00
315-130401-131	Recessed Speaker, 8" (70v)	$ 75.00
315-141001-131-LED	Recessed Speaker, 8" with Red/White LED Ring (70v)	$ 410.00
315-130360-131	Recessed Speaker Mount	$ 25.00
315-130359-131	Recessed Speaker Sleeve Bracket	$ 70.00
315-130408-131	Drop Ceiling Speaker, 1'x 2' (70v)	$ 120.00
315-130409-131	Drop Ceiling Speaker, 2'x 2' (70v)	$ 170.00
315-120301-131	Surface Speaker, 8" (Self-Amp)	$ 125.00
315-120401-131	Surface Speaker, 8" (70v)	$ 95.00
315-120303-131	Angled Surface Speaker, 8" (Self Amp)	$ 160.00
315-120402-131	Angled Surface Speaker, 8" (70v)	$ 130.00
315-150300-131	Outdoor/Bay Speaker (Self-Amp) 15w	$ 170.00
315-150301-131	Outdoor/Bay Speaker (Self-Amp) 30w	$ 250.00
315-150408-131	Outdoor/Bay Speaker (70v) 15w	$ 160.00
315-150400-131	Outdoor/Bay Speaker (70v) 30w	$ 190.00
315-150401-131	Bay Speaker (Soundsphere, Q6) 35w	$ 650.00
315-150409-131	Bay Speaker (OctaSound Speaker SP800A-WH) 125w	$ 790.00
315-070304-131-35	Amplifier 1 Ch (25/70v) 35w (Includes Amplifier Input Module - Mono)	$ 750.00
315-070304-131-60	Amplifier 1 Ch (25/70v) 60w (Includes Amplifier Input Module - Mono)	$ 980.00
315-070304-131-100	Amplifier 1 Ch (25/70v) 100w (Includes Amplifier Input Module - Mono)	$ 1,025.00

315-070304-131-150	Amplifier 1 Ch (25/70v) 150w (Includes Amplifier Input Module - Mono)	$ 1,085.00
315-070304-131-250	Amplifier 1 Ch (25/70v) 250w (Includes Amplifier Input Module - Mono)	$ 1,410.00
315-070304-131-300	Amplifier 2 Ch (70v), Dual 300w	$ 1,585.00
315-070304-131-450	Amplifier 2 Ch (70v), Dual 450w	$ 1,960.00
315-070700-131	Amplifier Mounting Kit	$ 55.00
315-070600-131	Amplifier Input Module - Mono	$ 85.00
315-070602-131	Amplifier Input Module - Microphone	$ 125.00
315-070603-131	Amplifier Input Module - Tone Generator	$ 120.00
315-070604-131	Amplifier Input Module - Telephone	$ 120.00
315-070312-131	Audio Microphone Sub-Mixer 3 Ch	$ 180.00
315-160000-131	Ambient Noise Module (Includes 1 Microphone)	$ 500.00
315-160100-131	Ambient Noise Microphone	$ 50.00
315-110006-131	Volume Control Switch (Self Amp)	$ 55.00
315-110003-131	Volume Control Switch (70v) 100w	$ 55.00
315-110007-131	Volume Control Switch (70v - Priority Bypass)	$ 80.00
315-210006-131-TT	Turnout Timer 24" LED Display, 1 Line	$ 770.00
315-210006-131-RB	Reader Board 24" LED Display, 1 Line	$ 770.00
315-270000-131	Unit Presence Detector	$ 820.00
315-270100-131	UPD Rotary Switch	$ 240.00
315-170101-131	Rip and Run Thermal Printer	$ 1,260.00
315-170102-131	Rip and Run Thermal Printer Stand	$ 140.00
315-170201-131	2.4 Mil Thermal Printer Paper Case (6 rolls/case)	$ 160.00
315-190000-131-24	Message Board - 24" Monitor	$ 240.00
315-190000-131-27	Message Board - 27" Monitor	$ 265.00
315-190000-131-32	Message Board - 32" Monitor	$ 730.00
315-190000-131-42	Message Board - 42" Monitor	$ 980.00
315-190000-131-50	Message Board - 50" Monitor	$ 1,170.00
315-190000-131-55	Message Board - 55" Monitor	$ 1,580.00
315-190400-131-MB	Message Board HDMI Video Kit-TX-RX	$ 160.00
315-190400-131-MB-TX	Message Board HDMI Video Transmitter	$ 105.00
315-190400-131-MB-RX	Message Board HDMI Video Receiver	$ 105.00
315-540201-131	Message Board Display Module	$ 300.00
315-190305-131	Wall Mounting Bracket, Swing Arm/Tilt, 24" to 32" Monitor	$ 60.00
315-190300-131	Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	$ 70.00
315-290003-131-MB	8 Port Unmanaged Message Board Switch	$ 95.00
315-290005-131-MB	24 Port Unmanaged Message Board Switch	$ 225.00
315-101011-131	Multi-Color Tower Light	$ 415.00
315-220004-131	Red LED Ceiling Lighting	$ 350.00
315-220001-131	Red LED Light, 3"	$ 125.00
315-220003-131	White LED Light, 3"	$ 125.00
315-260006-131-R-E	Strobe Light (Red), Exterior	$ 140.00
315-260008-131-R	Strobe Light (Red), Interior	$ 130.00
315-260012-131	Red LED Light - Std	$ 130.00
315-260012-131-R	Red LED Light - Ramp	$ 130.00
315-260012-131-S	Red LED Light - Strobe	$ 130.00
315-330001-131	Camera/Doorbell	$ 1,825.00
315-330001-134	Camera/Doorbell Spares Kit	$ 1,325.00

315-330002-131	Camera/Doorbell 2nd Gen	$ 1,400.00
315-280004-131-R	Remote Push Button, Red, 22mm, Illuminated	$ 100.00
315-280004-131-G	Remote Push Button, Green, 22mm, Illuminated	$ 100.00
315-280004-131-Y	Remote Push Button, Yellow, 22mm, Illuminated	$ 100.00
315-280004-131-B	Remote Push Button, Blue, 22mm, Illuminated	$ 100.00
315-280004-131-W	Remote Push Button, White, 22mm, Illuminated	$ 100.00
315-280005-131-R-L	Remote Latching Push Button, Red, 22mm, Illuminated	$ 200.00
315-280005-131-G-L	Remote Latching Push Button, Green, 22mm, Illuminated	$ 200.00
315-280005-131-Y-L	Remote Latching Push Button, Yellow, 22mm, Illuminated	$ 200.00
315-280005-131-B-L	Remote Latching Push Button, Blue, 22mm, Illuminated	$ 200.00
315-010500-131	Power Strip - Rack Mount	$ 80.00
315-381002-131	19" Rack to Wall Conversion Bracket - 2U	$ 75.00
315-381003-131	19" Rack to Wall Conversion Bracket - 3U	$ 85.00
315-381004-131	19" Rack to Wall Conversion Bracket - 4U	$ 100.00
315-470100-131	19" Portable Rack Enclosure, 5U	$ 2,800.00
315-470101-131	19" Portable Rack Enclosure, 7U	$ 2,890.00
315-383001-131	19" Rack Shelf 1U, 10" Deep	$ 60.00
315-380002-131	19" Rack 26U - Wall Mount	$ 1,300.00
315-380001-131	19" Rack 18U - Wall Mount	$ 1,200.00
315-380004-131	19" Rack 12U - Wall Mount	$ 1,050.00
315-380003-131	19" Rack 12U - Floor	$ 830.00
315-380011-131	19" Rack 27U - Floor	$ 1,275.00
315-380009-131	19" Rack 42U Open Frame - Floor	$ 950.00

FSAS Software Licenses		
PURVIS Part Number	**Description**	**2025 List Price (USD)**
315-990000-120	Central Server FSAS Software License (Perpetual)	$ 10,000.00
315-990001-120	Central Server Database Software License (Perpetual)	$ 5,500.00
315-990100-120	DM Console Seat License (Perpetual)	$ 1,500.00
315-990200-120	PURVIS FSAS API License (Perpetual)	$ 5,000.00
315-990405-120	Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	$ 800.00
315-990300-120	Station Control Unit (SCU) FSAS Software License (Perpetual)	$ 750.00
315-990501-120	FSAS Mobile Alerting Application (Annual - 200 Users)	$ 2,750.00

7.3 FSAS WINDOWS OS PATCH PROCESS REV 111

PURVIS Systems Incorporated
Fire Station Alerting System (FSAS)

Microsoft Windows Patching

Revision 1.11

Prepared by:
PURVIS Systems Incorporated
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PURVIS SYSTEMS
INCORPORATED

CHANGE PAGES

VERSION	PAGES	PURVIS APPROVAL	CUSTOMER APPROVAL	COMMENTS
1.00	All			Initial Release
1.10				General Updates

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1 OVERVIEW

1.1 INTRODUCTION

The PURVIS FSAS Central Servers currently run under Windows Server 2019, the DM Consoles currently run under Windows 10, and the Station Control Units currently run under Windows 10. These operating systems will require periodic patches to address known bugs or vulnerabilities. This process does not address upgrading an operating system, such as Windows 7 upgraded to Windows 10.

1.2 OBJECTIVE

The objective of this document is to define the procedures for patch management for PURVIS and the customer.

1.3 SCOPE

This manual defines the procedures to apply, test and deploy Windows patches for the PURVIS FSAS.

2 ROLES AND RESPONSIBILITIES

2.1 PURVIS IT Administrator

The PURVIS IT Administrator is responsible for installing and testing Windows patches on the PURVIS Software Validation System and providing test results to the customers, specifically identifying any issues with specific patches.

2.2 Customer FSAS System Administrator

As documented in the PURVIS FSAS System Support Manual, the Customer will designate an FSAS Administrator prior to the commencement of the warranty and maintenance period. The Customer FSAS Administrator is the primary point of contact to the PURVIS Help Desk and is the local focal point for Customer personnel to report issues to. As the Administrator is a 24/7 responsibility, PURVIS also recommends that the Customer designate a backup administrator in the event that the Administrator is unavailable.

All communication regarding patch updates will be provided to the FSAS System Administrator.

If any issues occur implementing the patches, the System Administrator should utilize the trouble ticketing system as defined in the PURVIS FSAS System Support Manual.

2.3 Customer IT Administrator

PURVIS recommends that the FSAS administrator engages their local IT personnel to implement and maintain the patch levels on all computers.

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3 WINDOWS PATCH PROCESS

3.1 Infrastructure Setup

During FSAS project implementation, patch process planning should be initiated to identify the tools and infrastructure necessary to provide a streamlined patch management process. The PURVIS project team, including our IT administrators, will work collaboratively with the customer IT and project team to develop the patch environment and processes.

PURVIS recommends that all FSAS computers connect to a patch management server such as Microsoft Windows System Update Server (WSUS), Languard, or equivalent. A patch management server facilitates the loading and installation of updates and allows the customer IT personnel to roll out patches to all computers in seamless and controlled manner.

As the FSAS is a critical communication system, PURVIS recommends identifying groups of stations and DMs to update individually rather than rebooting the entire system at one time.

We also recommend updating one server at a time, to ensure dispatch operations continue to operate at all times.

3.2 Communication Plan

PURVIS recommends that the customer develops a communication plan to include notification of dispatch operations , all stations, the PURVIS Help Desk, and customer IT staff that the patching process will begin and to monitor radios for dispatching until the patch process is complete. It is important to have first responders monitor a backup communication path to ensure that there is no delay in the dispatch process.

The communication plan should also include notification of all parties at the conclusion of the patch process.

3.3 Backout Plan

In the unlikely event that something catastrophic should occur during the patch process, PURVIS recommends that the customer IT administrator develops a backout plan and trains all IT staff on the back out plan.

3.4 PURVIS Patch Validation Testing

PURVIS tests Windows patches in our Software Validation System to ensure that there are no adverse effects on the FSAS software or hardware.

PURVIS will document the test results via email to the Customer FSAS Administrator to document any patches that should not be installed. This email will be sent during the first week of each month.

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3.5 Pre Patch Deployment

Prior to rolling out patches PURVIS recommends that the customer verify that the FSAS system is operating normally and that all errors or issues are addressed before starting the patch roll out process.

3.6 Customer Patch Deployment

After receiving the monthly email from PURVIS, the customer will begin the patch roll out process. The general steps used to roll out patches are listed below, however, the detailed steps will be defined by the specific tools and infrastructure at the customer site.

PURVIS recommends patching the servers, then the DM Consoles, and then finally the stations.

In accordance with the communication plan developed, all parties should be notified that patching is in process and we recommend that first responders monitor their radios until the patch process is complete.

3.6.1 Server Patching

1. Installation of patches on a PURVIS FSAS Server by a Customer IT Administrator.
    a. Two server installation
        i. We recommend performing the update process on the backup server first then fail over the primary server to the backup and then performing the updates on the other server.
    b. One Server Installation
        i. For customers with one server, first responders and dispatch personnel must use manual dispatch process, typically over radio during the server update process.
    c. Windows Update process
        i. Verify at the DM Console that the system is operating normally with no errors or warnings. Note any errors or warnings prior to proceeding and address the issues prior to continuing.
        ii. Stop all PURVIS FSAS Services on the server being patched.
        iii. Following instructions for your patch management server, install Windows patches and reboot the server.
        iv. Monitor CPU and memory utilization to verify that patches and .net optimizations have finished.
        v. Enable PURVIS FSAS services.
        vi. Verify at the DM Console that the system is operating with no errors or warnings. Prior to proceeding to continue updates, address the issues noted.

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vii. Perform a test run to a fire station and over radio (if equipped) to validate the system is operating as expected on the updated server.
viii. Repeat these steps with the second server.

3.6.2 DM Console Patching

1. Installation of patches on a DM Console by a Customer IT Administrator
    ix. Verify at the DM Console that the system is operating normally with no errors or warnings. Note any errors or warnings prior to proceeding and address the issues prior to continuing.
    x. Following instructions for your patch management server, install Windows patches and reboot the DM.
    xi. Monitor CPU and memory utilization to verify that patches and .net optimizations have finished.
    xii. Verify at the DM Console that the system is operating with no errors or warnings. Prior to proceeding to continue updates, address the issues noted.
    xiii. Verify that the DM is showing correct system status.
    xiv. Repeat this process for each (or groups of) DM Console.
    xv. PURVIS recommends updating small groups, or single DMs to minimize the operational impact of the patch process.

3.6.3 Station Control Unit Patching

1. Installation of patches on a Station Control Unit by a Customer IT Administrator
    i. Verify at the Station Control Unit that the system is operating normally with no errors or warnings. Note any errors or warnings prior to proceeding and address the issues prior to continuing.
    ii. Following instructions for your patch management server, install Windows patches and reboot the Station Control Unit.
    iii. Monitor CPU and memory utilization to verify that patches and .net optimizations have finished.
    iv. Verify at the DM Console that the Station(s) is operating with no errors or warnings. Prior to proceeding to continue updates, address the issues noted.
    v. Repeat this process for each (or groups of) DM Console.
    vi. PURVIS recommends updating small groups, or single DMs to minimize the operational impact of the patch process.

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7.4 VIRTUAL SERVERS SPECIFICATIONS

PURVIS Systems Incorporated

Fire Station Alerting System (FSAS)
Virtual Server Specification

Revision 1.07

June 13, 2025

Prepared by:

PURVIS Systems Incorporated

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CHANGE PAGES

VERSION	DATE	PAGES	PURVIS APPROVAL		COMMENTS
1.00	06/03/21	All			Initial Release
1.01	03/16/22	All			Removed Elk and added Quorum Server
1.02	04/15/22	All			Added PURVIS document titles
1.03	03/02/23	All			Correct PURVIS Logo
1.04	02/08/24	All			Corrected Linux Version to Ubuntu 22.04.3 LTS Server
1.05	5/29/24	4			Updated server info (ubuntu 22.04.4 / Windows 2022)
1.06	7/16/24	4			Removed Quorum Server Requirement
1.07	6/13/25	4			Updated MS SQL to 2022

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1 GENERAL OVERVIEW

This document describes the virtual servers require to host and FSAS central server.

2 MINIMUM HOSTING REQUIREMENTS

Central Server:

- OS: Windows Server 2022
  - APPS: FSAS Central Server
- CPU: 2 Cores
- RAM: 8G
- DISK: 220G
  - C: (OS) - 100G
  - E: (APP) - 120G
- *NIC: 2
  - FSAS Network (WAN)
  - Radio Interface Unit (RIU) Network (LAN)

Database Server:

- OS: Windows Server 2022
  - APPS: FSAS Database
  - SQL: MSSQL 2022 Standard
    - FSAS uses Core License Model = 1 SQL License for 2 Cores
    - FSAS does not support SQL client license model
- CPU: 2 Cores
- RAM: 8G
- DISK: 600G
  - C: (OS) - 100G
  - E: (SQL) - 500G
- *NIC: 1
  - FSAS Network (WAN)

Core / Load Balancer Server:

- OS: Linux Ubuntu 22.04.4 LTS Server
  - APPS: FSAS Core and Load Balancer
- CPU: 2 Cores
- RAM: 4G
- DISK: 80G
- *NIC: 1
  - FSAS Network (WAN)

*Physical NIC for FSAS Network (WAN) can be shared across all virtual machines

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7.5 CENTRAL SQUARE QUOTE AND SUMMARY OF SERVICES

Quote prepared on:
September 23, 2025
Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

Quote #: Q-235969
Primary Quoted Solution: ONESolution PS
Quote expires on: March 21, 2026

Quote prepared for:
Ray Rice
City of Midland
PO Box 1152
Midland, TX 79702
(432) 685-7484

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	ONESolution Purvis Station Toning Interface Annual Subscription Fee	1	6,200.00	6,200.00
			Software Total	6,200.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	975.00
2.	Public Safety Technical Services - Fixed Fee	4,680.00
	Services Total	5,655.00 USD

CENTRALSQUARE

Quote prepared on:
September 23, 2025
Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

QUOTE SUMMARY

Software Subtotal	6,200.00 USD
Services Subtotal	5,655.00 USD
Quote Subtotal	11,855.00 USD
Quote Total	**11,855.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	6,200.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due annually on the anniversary date of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

Quote prepared on:
September 23, 2025
Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

*Delivery: For on-premise software, Delivery shall be when CentralSquare delivers to Customer the initial copies of the software outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the software. For cloud-based software Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the software or any module of the software or (b) received access to the software via a URL.

Subscription Access. If Customer is purchasing subscription software under this Quote, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote. Upon termination of this Quote or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions
- 100% Due Upon Execution

Contract Startup
- 100% Due Upon Execution

Hardware & Third-Party Software
- 100% Due Upon Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services
- Fixed Fee: 50% Due Upon Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses
- Due as Incurred

Quote prepared on:
September 23, 2025
Quote prepared by:
Ashley Ainsworth
ashley.ainsworth@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

City of Midland

Signature: _____

Name: _____

Title: _____

Date: _____

Applicable Additional terms will be added to the next page.

Midland Police, TX, ONESolution Purvis Station Toning Interface

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree a schedule will be provided for services within ***sixty days*** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time.
If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

Services Scope of Project

CentralSquare will install and configure the following Interface(s):

- **ONESolution Purvis Station Toning Interface**
  CentralSquare provides an interface between ONESolution CAD and the PURVIS Fire Station Alerting System (FSAS) to process communications between CAD and FSAS.

  Additional settings within the interface have been added allowing the following:
  - Setting so that IncidentOps1 messages, which trigger the PURVIS system to tone the station, are sent for any dispatch operation, not just when the Tone or Dispatch buttons are engaged on the Unit Recommendation window in CAD.
  - Setting to log all communications in the Servlog table and to enable pop-up windows for event statuses in CAD.
  - Setting to suppress toning for self-dispatched units and for units dispatched using the DE (dispatch and enroute unit) or DA (dispatch and arrive units) commands.

Interface Deployment Process

The following are the significant tasks included in this implementation:

Major Task	*Description*
Schedule	Central Square and the Client will schedule the Interface Implementation Tasks. Any required Code Tables, configurations and Templates must be built as a Pre-requisite for Interface testing to begin
Configuration Documentation	Central Square will provide a configuration document to the Client.
Review	An in-depth review between CentralSquare and the client SME will be held. This meeting can be recorded.
Third Party Requirements	Client will arrange Third Party meetings with Central Square and ensure provision of appropriate documentation.
Setup	Central Square will configure any servers and systems needed for the Interface Deployment.
Installation & Configuration	Central Square will install the Interface, configure the interface and dry-run test the interface
Functional Testing	Central Square will test the Interface with the client and third parties.
Sign Off	Client Signs off on the Interface
Go Live	The Interface is brought live

Roles and Responsibilities

CentralSquare

- Central Square consultants will install and configure the Interface.
- Central Square will gather the operational requirements for each of the Custom Interfaces and develop the Configuration Document.
- Central Square will Provide the Configuration Document to the Client for review and approval for custom interfaces only.
- Central Square will Develop Custom Interfaces based on the approved Configuration Document.
- CentralSquare will work with the Client on testing interfaces.
- While not the explicit responsibility of CentralSquare to work directly with third parties on behalf of the Client, CentralSquare may aid the Client to facilitate the communication with third parties where a partnership exists: this includes working with other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.
- CentralSquare will Install interfaces listed in the Purchase Order.
- CentralSquare will provide documentation or training for Client SMEs on functionality and maintenance of each interface as installed and configured.

Client

- Client will share with CentralSquare the planning and tasks of creating the interfaces with all third parties.
- Client to provide underlying hardware and/or virtual infrastructure, Operating system and SQL licensing for any additional servers required for the deployment of the Interface(s).
- Client will act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced/integrated.
- Client will provide detailed schema, protocol, query specifications, access to API as needed and available per interface.
- Client will ensure design decisions for custom interfaces are made conclusively and in a timely fashion.
- Client will provide a point of contact for each interface with knowledge and experience of the workflow and data.
- Client is responsible for validating all data transferred into or from CentralSquare Solutions to another application.
- Client will provide Subject Matter Experts (SMEs) familiar with existing data structures in the legacy system to assist with the interface process.
- Client will provide expertise in third-party data, data mapping, and data validation.
- Client will Participate in testing.
- Client will Sign off on the completed Interface.

7.6 ADDITIONAL SUPPORTING DOCUMENTS

Seconds save lives.

As your trusted technology solutions partner, we understand the critical role technology plays in response times and make it our mission to implement tailored solutions that empower you to handle life-critical situations quicker and safer.



We work to solve challenges, so you can focus on protecting life, safety, and property.

Your job never stops, so neither does ours. When partnering with PURVIS, you get:

- A Motivated, Responsive Partner
- Scalable Expertise to Meet Your Needs
- An Integrated Approach to Solving Technology Problems

We don't just install technology, we deliver the intangibles; the industry-leading knowledge, guidance, and genuine ambition to help you do your job faster and with a higher level of exactness.

PURVIS is a technology solutions partner with 45+ years of experience in the public safety industry that develops, implements, modernizes, and maintains life-critical solutions for fire departments, dispatch centers, and emergency medical services.

PURVISpublicsafety.com | ReachUs@PURVIS.com | 401.849.4750

PURVIS Systems | 88 Silva Lane, Middletown, RI 02842 | www.purvis.com

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PURVIS SYSTEMS

PURVIS Fire Station Alerting System (PURVIS FSAS)™

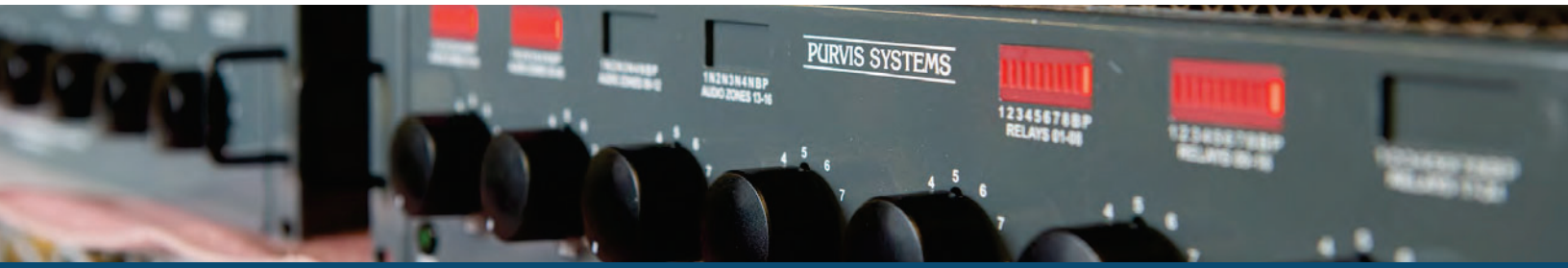
An IP-based alerting solution designed to automate the process of alerting fire and rescue personnel, enhance communications, and decrease response times. Its rich features and functionality proactively support the day-to-day operations and environmental health, comfort, and safety of first responders. Our system integrates seamlessly to a community's computer-aided dispatch system (CAD) and is able to automatically and instantaneously deliver incident details in a way that is tailored to the needs of fire and rescue personnel.

Performance you can count on.

- ✓ Improved response times through streamlined dispatch communications and reliable alert delivery
- ✓ Reduced stress on first responders through automated heart-friendly, zone specific alerts
- ✓ Accurate incident alerting through a variety of devices
- ✓ High system reliability and availability through real-time monitoring and built-in redundancy
- ✓ Cost-effective investment by seamlessly integrating and leveraging existing systems and devices
- ✓ NFPA-compliant to keep you within recommended guidelines

Don't take our word for it. Ask about our proven track record.

- ✓ Used by hundreds of agencies throughout the U.S.
- ✓ Implemented in large cities, such as NYC, Boston and Jacksonville, regional environments such as Charleston County, SC, Williamson County, TX and DuPage County, IL, and small to mid-sized municipalities such as Gainesville, FL, Naperville, IL and Springfield, MA.
- ✓ With PURVIS FSAS™, a large City fire department in the northeast decreased response times by over 1 minute.
- ✓ Within the first 3 hours of operation with PURVIS' FSAS™, a regional dispatch center in the southeast went from 79.41% NFPA-compliant to 100% NFPA-compliant.



PURVISpublicsafety.com | ReachUs@PURVIS.com | 401.849.4750

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PURVIS SYSTEMS

PURVIS SYSTEMS

Fire Station Alerting System (FSAS)



Prepared By:

PURVIS Systems

88 Silva Lane

Middletown RI 02842

401.849.4750 / Fax 401.849.0121

Elo Remote Touch Screen (RTS) Monitor
Installation Cutsheet (CS 015)

Revision 4

August 26, 2022

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Elo Remote Touch Screen (RTS) Monitor

The Elo Remote Touch Screen (RTS) Monitor (Fig 1 and Fig 2) is a 22-inch, open-frame, wall mounted touch monitor that displays the Station Control Unit (SCU) application and allows worksite personnel to interact with the system. The touch screen is a ruggedized device designed for commercial applications, such as photo kiosks, gaming, and guest/hospitality environments.

PURVIS P/N: 315-250005-131 (RTS)
PURVIS P/N: 315-190302-131 (RTS Mounting Bracket)
PURVIS P/N: 315-250300-131 (VGA Video Extender)
PURVIS P/N: 315-250101-131 (VGA VESA Bracket)
PURVIS P/N: 315-250200-131 (USB 150' Extender)
PURVIS P/N: 315-250201-131 (USB 300' Extender)

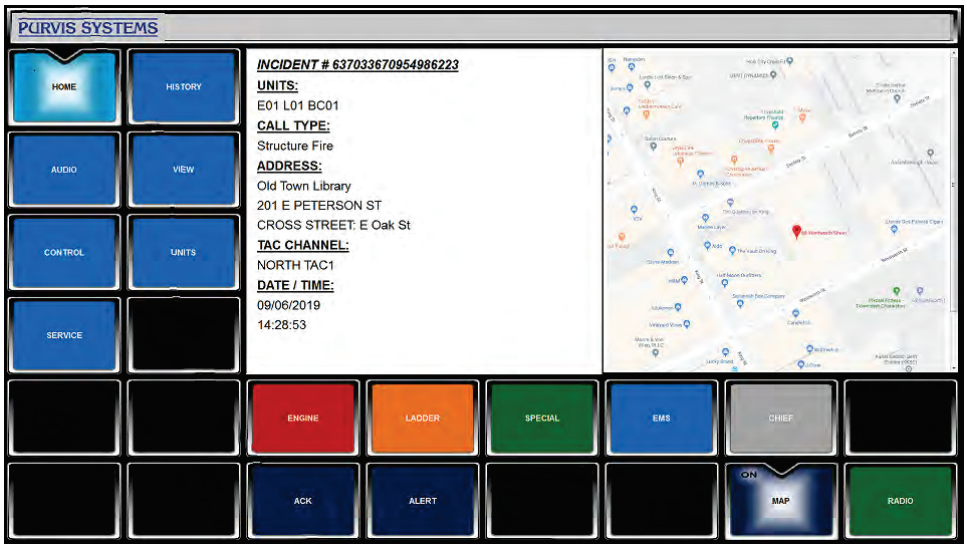


Fig 1 – Elo RTS Monitor

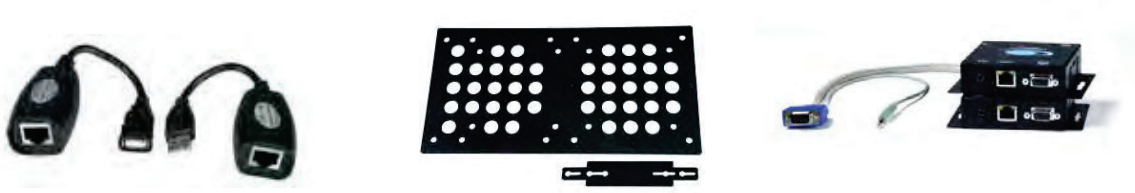
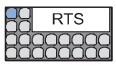


Fig 2 – Elo RTS Monitor Hardware

Drawing Symbol: 

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Technical Specifications (Model 2202L)	
Dimensions	20.74" W x 7.61" D x 15.11" H
Weight	14.88 lbs. (no Video Hub mounted)
Voltage	120VAC at 22W

Device Wiring:

110 VAC

Standard	*110VAC*

CAT5/6- RJ45 Terminated (568B)

RJ45 Pin #	*CAT5/6 Color Code*
1	White/Orange
2	Orange
3	White/Green
4	Blue
5	White/Blue
6	Green
7	White/Brown
8	Brown

Wiring Notes: Requires AC power source for both the RTS and VGA receiver module, while the 150' USB extender (Note: 300' extender requires AC power source) is powered by the USB bus. Requires a CAT5e Network connection (300' max length) between the VGA extender (local unit) located on the SCU and the remote unit which is mounted to the RTS.

Mounting:

- Desktop (Fig 3) or 54" AFF (Fig 4).
- Requires that a 120VAC receptacle box be mounted near the RTS (preferably behind it) to provide power to both the monitor and VGA receiver, as well as a Network box for the video extension.
- VGA receiver module can be mounted to the back of the monitor using the VESA bracket listed above.
- Can be mounted using the RTS Mounting Bracket listed above (see mounting bracket installation instructions starting on page 6).

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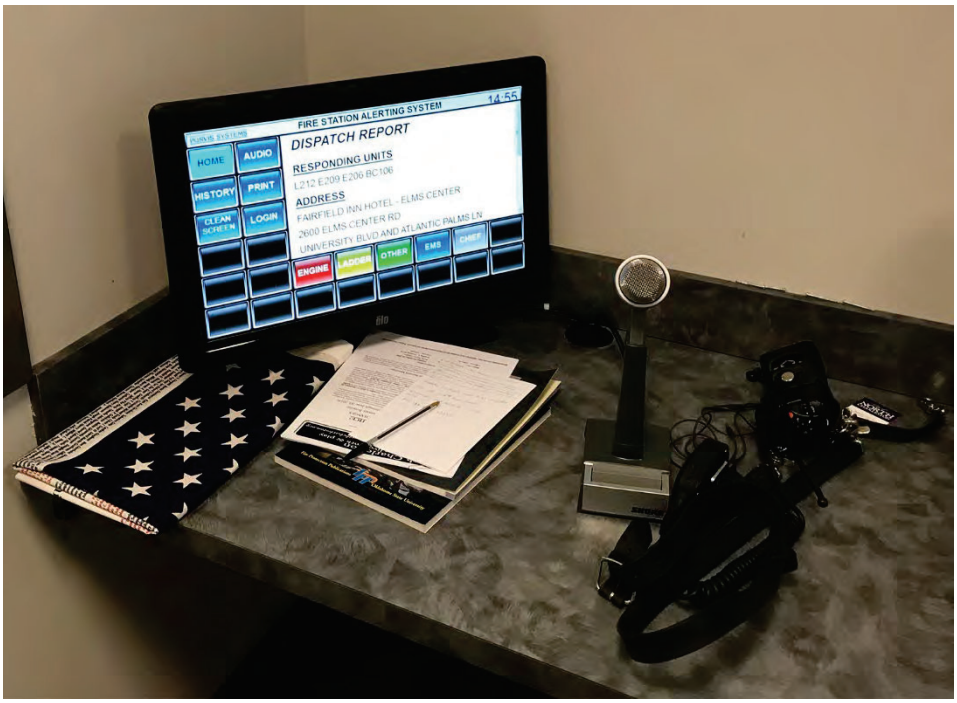


Fig 3 – Elo RTS Desk Placement



Fig 4 – Elo RTS Wall Mounted

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RTS Monitor Manufacturer's Specs Sheet:

elo

2202L
22-inch LCD

Touchscreen Monitor



Edge-to-edge design with integrated 10-touch

Optional Peripherals

Commercial-grade

Product Overview

The Elo 2202L 22-inch touchscreen monitor delivers a professional-grade interactive solution with Elo's industry-leading TouchPro® PCAP technology featuring edge-to-edge glass and enabling up to 10 simultaneous touches. The clear glass touchscreen provides exceptional image clarity, resolution, and light transmission for vivid images and details. Backed by a three-year warranty, the feature rich touchscreen monitor is equipped with dual built-in speakers and VGA and HDMI video connectors. With a compact form factor, clean design aesthetic and flexible mounting options, these touchscreens are well-suited for POS, interactive digital signage and self-service.

Designed for commercial use, the new Elo touchscreen monitor makes business operations easy delivering energy efficiency and versatile accessories. The 2202L accessories include MSR, barcode scanner, fingerprint reader, NFC, customer facing display and handles. Third party peripherals can be easily added as well with the integrated USB 2.0 hub.

Other sizes available from 10 to 27-inch displays creating a seamless style across a variety of installation requirements

Touchscreen is compatible with use of finger, glove and stylus

Multiple mounting options including - tabletop stand, wall mount and pole mount

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2202L 22-inch LCD Touchscreen Monitor

Specifications	
Color	Black
Diagonal Size	21.5" / 546.1 mm
Active Touch Area	18.74" x 10.54" / 476.06 mm x 267.79 mm
LCD Technology	Active matrix TFT LCD
Touch Technology	TouchPro PCAP
Number of Touches	10 Touches
Aspect Ratio	16:9
Native Resolution	1920 x 1080
Preset Video Timings	640 x 400 70Hz, 640 x 480 60Hz, 720 x 400 70Hz, 800 x 500 60Hz, 800 x 600 56Hz, 60Hz, 1024 x 768 60Hz, 1280 x 720 @ 58Hz, 60Hz, 1280 x 800 60Hz, 1280 x 1024 60Hz, 1366 x 768 60Hz, 60Hz RB, 1440 x 900 60Hz, 60Hz RB, 1680 x 1050 60Hz, 60Hz RB, 1920 x 1080 50Hz, 60Hz
Number of Colors	16.7M
Brightness (typical)	Panel: 250 nits, with TouchPro PCAP: 225 nits
Response Time (Tr + Tf) (typical)	14 msec
Viewing Angle (typical)	Horizontal: 89°/89° or 178° total, Vertical: 89°/89° or 178° total
Contrast Ratio (typical)	1000:1
On-Screen Display (OSD)	Accessible through switches along the bottom. Controls: Menu, Power, Up, Down, Select Settings: Brightness, Contrast, Clock, Phase, H-position, V-position, Auto-Adjust, Aspect Ratio, Sharpness, Color Temperature, OSD Timeout, OSD Language, Volume, Mute, Recall Defaults, Audio Select, Power LED ON/OFF, Touch Thru Languages: English, French, Italian, German, Spanish, Simplified Chinese, Traditional Chinese, Japanese, Russian, Korean Lockouts: OSD, Power
I/O Ports	VGA, HDMI, Combo Jack, DC Jack, USB Type B, USB 2.0 Type A, 4 x Micro USB
Peripheral Ports	4 x Micro USB side ports (Top, Bottom, Left, Right)
Video	VGA (VGA DE-15 (DB-15) Male connector cable included); HDMI (HDMI cable included); Input Video Horizontal Sync frequency range: 30 - 82KHz Input Video Vertical Sync (frame rate) frequency range: 50 - 75Hz
Speakers	2 x 2W internal speakers
Power	Monitor input power connector: Coaxial power jack (2.1 mm pin outer diameter, 6.4mm barrel inner diameter); Monitor input power signal specifications: 12VDC +/- 5%; Adapter input voltage range: 100-240VAC, 50/60Hz Power Consumption (Typical with monitor + AC/DC adapter): ON (Default - 80% Brightness): 14.38 W, ON (Typical - 100% Brightness): 16.26 W SLEEP: 0.69 W, OFF: 0.32 W
Dimensions (H x W x D)	With Stand: 15.11" x 20.74" x 7.61" / 383.8 mm x 526.9 mm x 193.4 mm; Without Stand: 12.87" x 20.74" x 1.68" / 326.9 mm x 526.9 mm x 42.7 mm
Shipping Dimension (H x W x D)	With Stand: 18.78" x 24.29" x 10.24" / 477 mm x 617 mm x 260 mm; Without Stand: 17.72" x 24.92" x 7.72" / 450 mm x 633 mm x 196 mm
Weight	With Stand: 14.88 lbs / 6.75 kg; Without Stand: 10.47 lbs / 4.75 kg
Shipping Weight	With Stand: 23.81 lbs / 10.8 kg; Without Stand: 15.87 lbs / 7.2 kg
Mounting Options	VESA 4-hole 100mm mounting interface on rear of unit
Temperature	Operating: 0° C to 40° C / Storage: -20° C to 60° C
Humidity (non-condensing)	Operating: 20% - 80% / Storage: 10% - 95%, 38.7° max wet bulb temperature
Regulatory approvals and declarations	Canada CUL, IC; China CCC; Europe CE; United Kingdom UKCA; Korea KCC; Taiwan BSMI; United States FCC, UL; Japan VCCI; International CB; Australia RCM; Russia EAC; Mexico CoC; India BIS; RoHS, China RoHS, WEEE, REACH
Ingress Protection	IPX 1 – Front only
Impact Protection	IK06
Warranty	3 years
Extended Warranty Option	4 year warranty coverage - Elo P/N: E898247 5 year warranty coverage - Elo P/N: E898449 3 year warranty coverage + AUR - Elo P/N: E898648 4 year warranty coverage + AUR - Elo P/N: E894921 5 year warranty coverage + AUR - Elo P/N: E895125
MTBF	50,000 hours demonstrated
What's in the Box	Touchmonitor, Quick Install Guide, 3 x Tie wraps, VGA cable, HDMI cable, Touch USB cable, Audio cable, Power brick, NA Power cable, EU Power cable, EEI Label, 4 x Screws (Only for E126096)

Ordering Information

Part Number	Part Description	Mount	Technology	Surface Treatment	Touch Interface	Color
E351600	ET2202L-2UWA-0-BL-G	With Stand	TouchPro PCAP	Clear	USB	Black
E126096	ET2202L-2UWA-0-BL-NS-G	Without Stand	TouchPro PCAP	Clear	USB	Black

Learn more about Elo at **EloTouch.com**

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VGA Video/Audio Extender Manufacturer's Specs Sheet:

VGA Video/Audio Extender via CAT5: Extend to 300 Feet

XTENDEX®

Extend a VGA monitor up to 300 feet away from a computer.

- Ideal solution for digital signage applications.
- Supports local and remote VGA monitors.
- Supports resolutions to 1920x1440.
- Sharpest and clearest VGA quality over CAT5 of any manufacturer.
- Built-in surge protection.
- Available with optional stereo audio.
- Integrated mounting brackets for easy surface/wall mounting.
- Use in-house CAT5/5e/6/6a phone wiring to locate a monitor remotely.
- Optional VESA mounting bracket is available for mounting the local or remote unit to the back of a flat panel monitor.



ST-C5VA-300
(Remote & Local Unit)

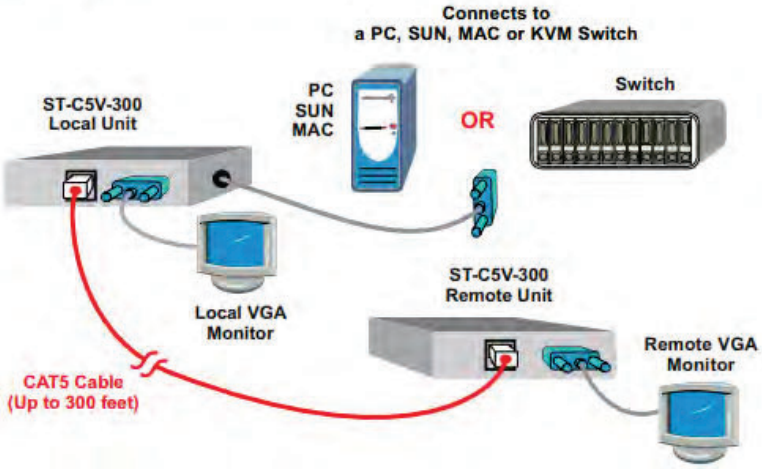
DIGITAL SIGNAGE

Designed and Manufactured in the USA

- **Audio**
- **VESA Mounting Bracket**

The XTENDEX® VGA Extender transmits VGA video up to 300 feet away from a computer using CAT5/5e/6/6a cable. Each video extender consists of a local unit that connects to a computer and also supplies video to a local monitor, and a remote unit that connects to a monitor.

Configuration and Cable Illustration



1 NTI NETWORK TECHNOLOGIES INCORPORATED
1.800.RGB.TECH (800.742.8324) Toll Free: US & Canada
330.562.7070 International calls
330.562.1999 Worldwide fax
sales@ntigo.com
www.networktechinc.com
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VGA Video/Audio Extender via CAT5: Extend to 300 Feet

XTENDEX®

Extend a VGA monitor up to 300 feet away from a computer.

Specifications

Local Unit

- **Host Connection**
  - Supports a PC, SUN, MAC or NTI switch with VGA video.
  - Multiplatform support: Windows 7/8/10, Windows Server 2008/2012/2016/2019, Solaris, Linux, FreeBSD, and MAC OS 10/11.
  - Male 15-pin HD connector for computer connection.
  - Optional stereo audio support - 3.5 mm stereo plug.
- **Local Access**
  - Crisp and clear 1920x1440 video resolution.
  - Female 15-pin HD connector for local VGA monitor.
  - Optional stereo audio support - 3.5 mm stereo jack.

Remote Unit

- Supports resolutions up to 1920x1440; refer to the resolution chart below for resolutions at different lengths.
- Female 15-pin HD connector.
- Optional 3.5 mm stereo audio connection.

Video Quality Adjustment

- Video quality adjustment for different lengths of CAT5/5e/6/6a cable is done manually.
- Test Pattern for Cable Length

Environmental

- Operating temperature: 32 to 100°F (0 to 38°C).
- Storage temperature: -22 to 140°F (-30 to 60°C).
- Operating and storage relative humidity: 5 to 90% non-condensing RH.

Dimensions

- WxDxH: 3.5x3.1x1.2 in (89x79x30 mm)
- Weight: 1.2 lbs (0.54 kg)

Distances and Resolutions for CAT5/Cat5e and CAT6 Cables

Cable	Distance ft	Maximum Resolution
CAT5/5E Solid UTP	300	1280x1024 at 60 Hz
	150	1600x1200 at 60 Hz
	100	1920x1440 at 60 Hz
CAT5/5E SOLID STP, CAT6 Solid UTP	300	1600x1200 at 60 Hz
	150	1280x1024 at 60 Hz
	100	1600x1200 at 60 Hz
CAT6a Solid UTP	300	1024x768 at 60 Hz
	150	1280x1024 at 60 Hz
	100	1920x1200 at 60 Hz

Note: CAT6/6a cable has a higher skew than CAT5/5e cable, which causes colors to smear. Since these extenders do not have internal skew compensation, they work at shorter distances with CAT6/6a cable.

VGA Extender Models

Supported Features	Local or Remote	# of Ports	NTI Part #
VGA	Both	1	ST-C5V-300
VGA + Audio	Both	1	ST-C5VA-300

Power

- Local unit:100 to 240 VAC at 50 or 60 Hz via AC adapter (included).
- Remote unit: powered from local unit via CAT5/5e/6/6a cable.
- Power Consumption: Local unit: 10 W; Remote unit: powered from local unit

MTBF

NTI Part #	MTBF (hrs)	NTI Part #	MTBF (hrs)
ST-C5V-300 (local)	92,988	ST-C5V-300 (remote)	89,275
ST-C5VA-300 (local)	89,874	ST-C5VA-300 (remote)	86,360

Regulatory Approvals

- CE, RoHS
- TAA compliant

Cables

- CAT5, CAT5e or CAT6 solid straight through cable for TIA/EIA-568B wiring terminated with standard RJ45 connectors.
- Cables not included.

Options

Stereo Audio

- Stereo audio can be heard both locally and remotely.
- Frequency response: 20 Hz to 20 kHz, ±1 dB.
- Signal-to-Noise Ratio (SNR): 76 dBA.
- Total Harmonic Distortion and Noise (THD+N): 0.017%.
- Stereo crosstalk: -70 dB.
- Input impedance: 10k Ohms.
- Line level output; supports multimedia speakers.
- Maximum I/O levels: 3.1Vp-p (line level).
- CD quality audio output.

VESA Mounting Bracket

- Use to mount the local or remote unit to the back of a flat panel monitor.
- Compliant to VESA 75mm and 100mm mounting hole patterns.
- Dimensions WxH (in): 9.7x4.8
- Compatible with the local or remote unit.



ST-C5MK-VESA - VESA Mounting Bracket

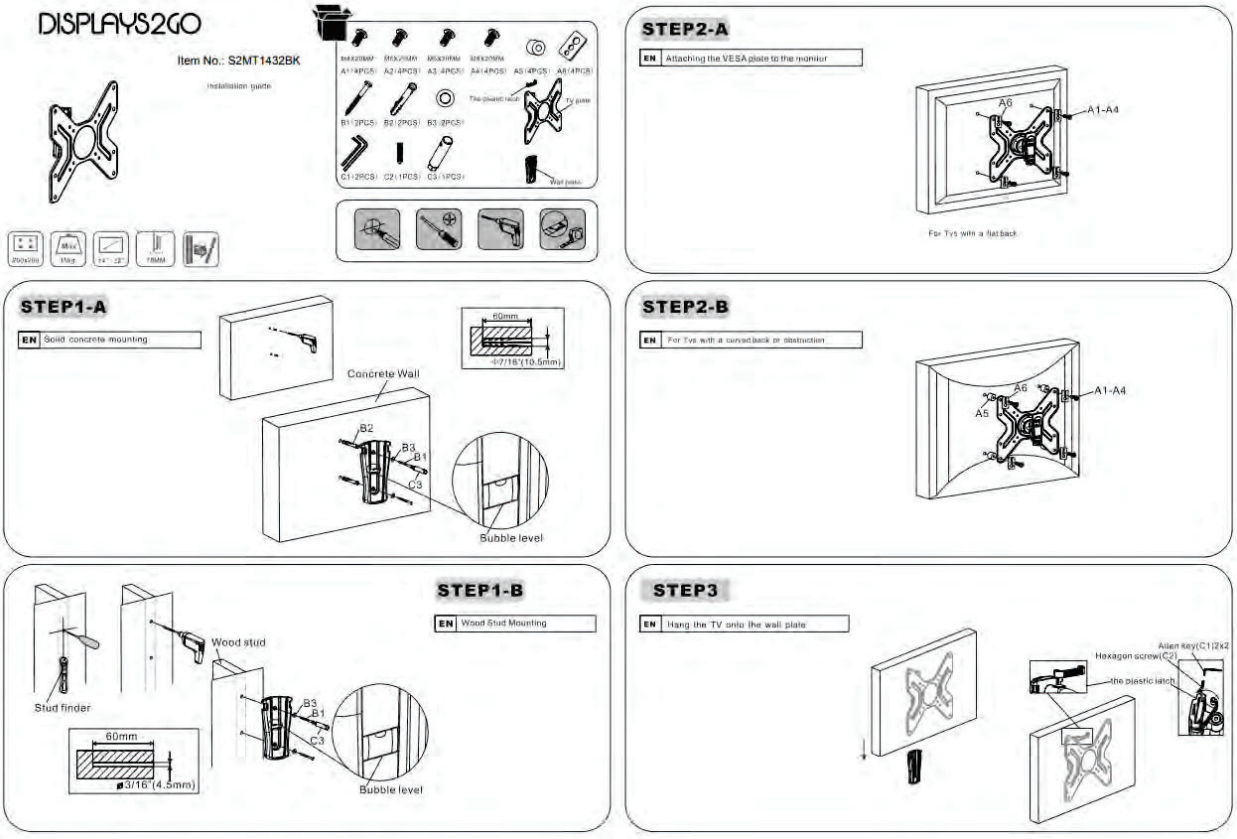
NTI® NETWORK TECHNOLOGIES INCORPORATED
1.800.RGB.TECH (800.742.8324) Toll Free: US & Canada
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330.562.1999 Worldwide fax
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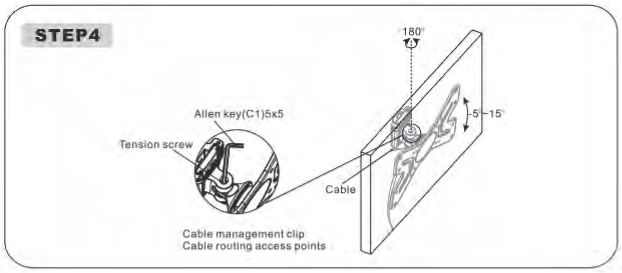
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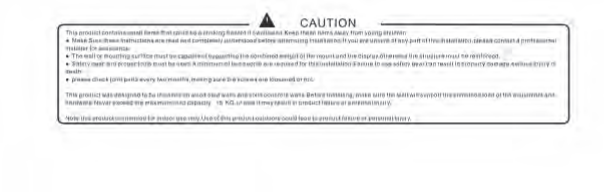
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Mounting Bracket Installation Instructions:



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PURVIS SYSTEMS

Fire Station Alerting System (FSAS)



Prepared By:

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Lenovo 23” All-in-One Dispatch Management Console Installation Cutsheet (CS 029)

Revision 3

November 3, 2022

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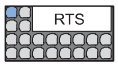
Lenovo 23", All-in-One, Dispatch Management Console

The Lenovo 23", All-in-One, Dispatch Management Console (DMC) (Fig 1) integrates with PURVIS' Fire Station Alerting System (FSAS). DMC software is a permissions-based application that provides the ability to control, test, and monitor the PURVIS FSAS. The graphical user interface (GUI) of the DMC software is designed to be easy to use and manage. The large buttons and high contrast screens are designed to provide quick access to critical features in the PURVIS FSAS. Many system features and critical information can be viewed from a single computer monitor.

PURVIS P/N: 315-020104-131 (Touch)
PURVIS P/N: 315-020106-131 (Non-Touch)



Fig 1 – Lenovo 23" Dispatch Management Console (DMC)

Drawing Symbol: 

Technical Specifications (Model M93z)	
Dimensions	22.36" W x 18" H x 9.72" D
Weight	28 lbs.
Voltage	120VAC at 150Watts

Device Wiring:

110 VAC

Standard	***110VAC***

CAT5- RJ45 Terminated (568B)

RJ45 Pin #	***CAT5 Color Code***
1	White/Orange
2	Orange

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3	White/Green
4	Blue
5	White/Blue
6	Green
7	White/Brown
8	Brown
Wiring Notes: Requires a standard CAT5e Network connection to the FSAS WAN. See Item #7 on page 4 (rear connectors) for Network connection input.	

Mounting:

- Typically mounted on a desktop located in the Dispatch area.

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Manufacturer's Specs Sheet:

Lenovo® recommends Windows 8 Pro.

lenovo FOR THOSE WHO DO.™

SPECIFICATIONS

PROCESSOR	OPERATING SYSTEM	DISPLAY
Intel® Core™ i7-4770S 65W vPro™ Intel® Core™ i5-4670S/4570S 65W vPro™ Intel® Core™ i7-4770T/i5-4670T vPro™ Intel® Core™ i5-4570T/4765T vPro™ Intel® Core™ i5-4440s/4430S 65W Intel® Core™ i3-4340/4330/ 4130T Intel® Pentium™ G3430/G3420/G3220T	Windows 8 Windows 8 Pro Windows® 7 Home Basic SP1 Windows® 7 Home Premium Windows® 7 Professional SP1 Windows® 7 Ultimate SP1	23" Wide IPS LED (16:9) 1920 x 1080 / optional MultiTouch* Enhanced Touch: Anti-glare Glass, Non-Touch: Basic, on Panel
CHIPSET	**GRAPHICS**	**MEMORY**
Intel Q87	Intel® HD Graphics AMD® Radeon™ HD8730A Discrete Graphics (Optional)	Up to 16GB DDR3 1600 MHz, 2DIMM
I/O (INPUT/OUTPUT) PORTS	**WEBCAM**	**STORAGE**
Display port output (with audio) VGA input 1 x 3.5 mm Combo Jack 1 x MIC jack (2x side) USB 3.0, 1x supports Rapid Charge (4x rear) USB 3.0	2 megapixel, low light sensitive	Up to 2TB HDD 500GB / 1TB SSHD 128GB / 180GB SSD 320GB OPAL HDD
KEYBOARD	**MOUSE**	**OPTICAL DRIVE**
Ultra Slim Plus Wireless Keyboard Preferred Pro Full Size Keyboard (USB / PS/2) Preferred Pro USB Fingerprint Keyboard – Business Black	Ultra Slim Plus Wireless Mouse Enhanced Optical Wheel Mouse (USB / PS/2)	Slim DVD-Recordable RAMBO Slim DVD ROM SATA No Optical Disk Drive
ETHERNET	**WIFI**	**AUDIO**
1 Gigabit (10/100/1000)	IEEE 802.11 a/ac (5GHz) IEEE 802.11 b/g/n (2.4GHz)	3W x 2, internal Stereo Speaker
PHYSICAL SECURITY	**POWER SUPPLY**	**BLUETOOTH®**
Asset ID/LAN Surge* Computrace Kensington Lock (Optional) Cable lock (Optional)	Internal, 150W 85% (ES, Climate Saver) Internal, 180W 92% (ES, Climate Saver)*	Bluetooth® v4.x (option / combo with WiFi)

DIMENSION (W x D x H) WITH STAND

23" TOUCH		23" NON-TOUCH	
FRAME STAND	**MONITOR STAND**	**FRAME STAND**	**MONITOR STAND**
568 mm x 447.3 mm x 94 mm (22.36" x 17.61" x 3.70")	568 mm x 439 ~ 479 mm x 247 mm (22.36" x 17.28 ~ 18.85" x 9.72")	568 mm x 447.3 mm x 93 mm (22.36" x 17.61" x 3.66")	568 mm x 439 ~ 479 mm x 247 mm (22.36" x 17.28 ~ 18.85" x 9.72")
WEIGHT WITH STAND			
11.3 kg (24.91 lbs)	12.76 kg (28.13 lbs)	9.76 kg (21.51 lbs)	11.68 kg (25.74 lbs)

DIMENSION (W x D x H) WITHOUT STAND

	23" TOUCH	23" TOUCH GPU	23" NON-TOUCH
	568 mm x 401 mm x 68.5 mm (22.36" x 15.78" x 2.69")	568 mm x 401 mm x 68.5 mm (22.36" x 15.78" x 2.69")	568 mm x 401 mm x 67 mm (22.36" x 15.78" x 2.63"
WEIGHT WITHOUT STAND	10.14 kg (22.35 lbs)	10.24 kg (22.57 lbs)	8.60 kg (18.95 lbs)

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Lenovo Computer Connections (Rear):

Locating connectors on the rear of your computer

Figure 2 "Rear connector locations" on page 13 shows the locations of the connectors on the rear of your computer. Some connectors on the rear of your computer are color-coded to help you determine where to connect the cables on your computer.

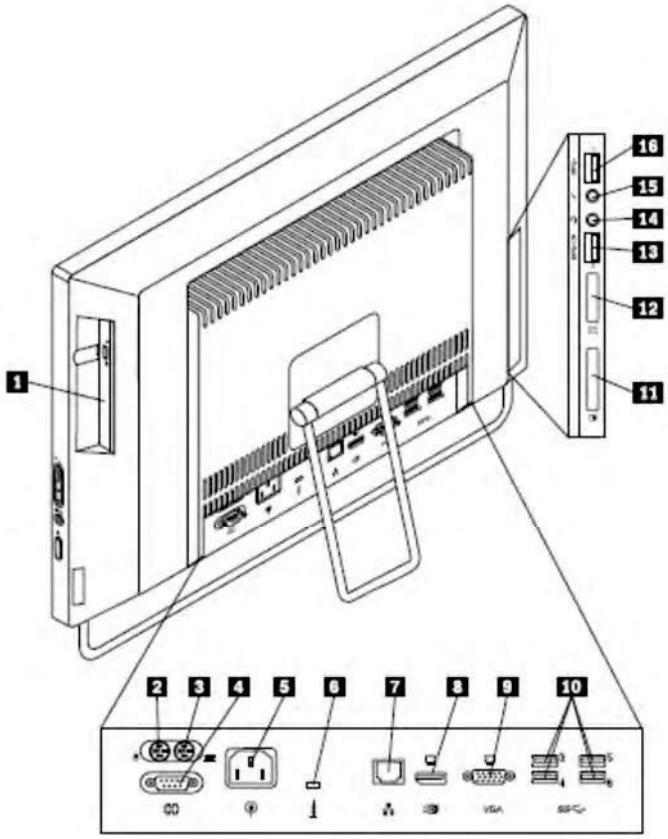


Figure 2. Rear connector locations

1 Optical drive (optional)	9 VGA-in connector
2 PS/2 mouse connector (optional)	10 USB 3.0 connectors (USB ports 3 to 6)
3 PS/2 keyboard connector (optional)	11 ExpressCard slot (optional)
4 Serial port (optional)	12 Card reader slot (optional)
5 Power cord connector	13 USB 3.0 connector (USB port 2) (supporting USB charging)
6 Security-lock slot	14 Headset connector (also known as combo audio jack)
7 Ethernet connector	15 Microphone connector
8 DisplayPort-out connector	16 USB 3.0 connector (USB port 1)

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Lenovo Computer Connections (Front):

Locating connectors, controls, and indicators on the front of your computer

Figure 1 "Front connector, control, and indicator locations" on page 10 shows the locations of the connectors, controls, and indicators on the front of your computer.

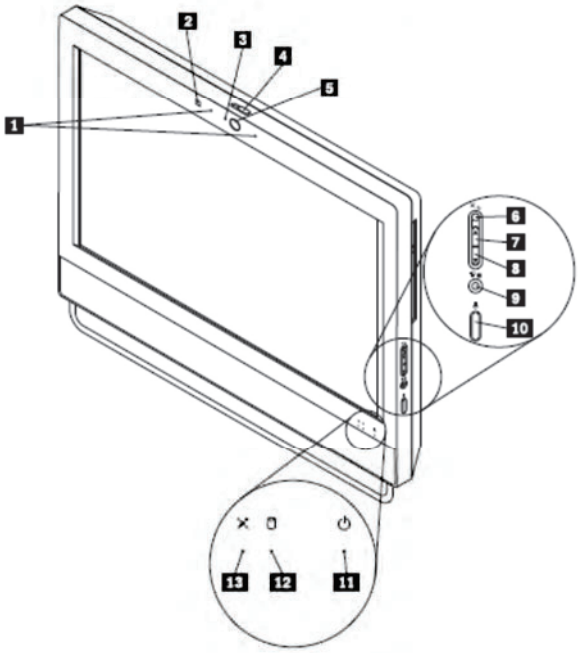


Figure 1. Front connector, control, and indicator locations

Table 3. In computer mode and monitor mode

1 Integrated microphones (optional)	8 Volume-down control (computer mode)
2 Ambient light sensor (optional)	9 Monitor/computer mode switch
3 Integrated camera activity indicator (optional)	10 Power button
4 Integrated camera shield control slider (optional)	11 Power-on indicator
5 Integrated camera (optional)	12 Hard disk drive activity indicator
6 Microphone mute/unmute control (computer mode)	13 Microphone mute/unmute indicator
7 Volume-up control (computer mode)	

Note: Indicators 3, 11, 12, and 13 are visible only when they are lit.

10 ThinkCentre M93z User Guide

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PURVIS SYSTEMS

Fire Station Alerting System (FSAS)



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CyberPower PR1500RT2UN UPS
(Rack/Tower Mounted)
Installation Cutsheet (CS 034)

Revision 2

April 1, 2020

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CyberPower PR1500RT2UN Uninterrupted Power Supply (UPS) (Rack/Tower Mounted)

The CyberPower PR1500RT2UN (Fig 1, 2, and 3) is a Smart App Sinewave rack/tower convertible UPS with line-interactive topology, surge protection, and battery backup. CyberPower's New Smart App Sinewave series has sine wave output to eliminate power gaps that can be detected by sensitive equipment and cause unexpected shutdowns.

The Smart App Sinewave PR1500RT2UN improves battery life through battery equalization technology and Automatic Voltage Regulation (AVR), which corrects minor power fluctuations without switching to battery power. The enhanced chassis design with an easy-to-access toolless front panel, color-coded rear panel, and captive screws for battery panel access make installations and battery changes simple and fast. The PR1500RT2UN also has an innovative LCD panel that rotates 90°, tilts for a better viewing angle, and provides information on 47 different settings including UPS stats, UPS setup and control management, and testing options.

PURVIS P/N: 315-040308-131 (PR1500RT2UN)
PURVIS P/N: 315-040308-131 (PR1500LCDRT2UN (EOL))



Fig 1 – CyberPower PR1500RT2UN UPS (Front)



Fig 2 – CyberPower PR1500RT2UN UPS (Display)

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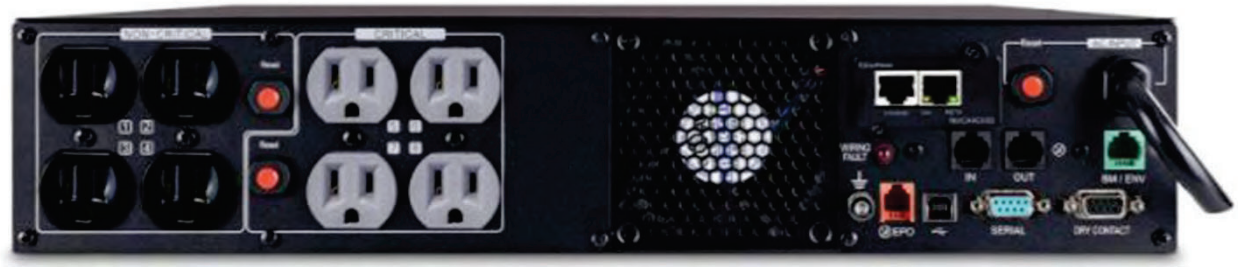
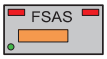


Fig 3 – CyberPower PR1500RT2UN UPS (Rear)

Drawing Symbol: 

Technical Specifications (Model PR1500RT2UN)	
Dimensions	17.1” W x 3.4” H x 16.2” D (UPS)
Weight	55.8 lbs.
Output Voltage	120 VAC ± 5%
Outlet Types	8 × NEMA 5-15R

Configuration: The UPS requires configuration prior to install. This configuration can be conducted in the installer’s facility in accordance with the “PURVIS FSAS UPS-PR1500 LCD Setup Document” (P/N 315-040304-133).

Device Wiring:

CAT5- RJ45 Terminated (568B)

RJ45 Pin #	CAT5 Color Code
1	White/Orange
2	Orange
3	White/Green
4	Blue
5	White/Blue
6	Green
7	White/Brown
8	Brown

Wiring Notes: Requires dedicated 120VAC/15A circuit from a customer supplied electrical source that is preferably on a generator backup. It supplies power to all critical FSAS devices. A Cat5e Network connection to the FSAS LAN is needed as well for system monitoring.

Mounting: UPS is rack/tower mounted.

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Manufacturer's Specs Sheet:

CyberPower

PR1500RT2UN SMART APP SINEWAVE UPS



Protect corporate and network servers, telecom installations, and VoIP systems.

The PR1500RT2UN is a Smart App Sinewave rack/tower convertible UPS with line-interactive topology, surge protection, and battery backup. CyberPower's New Smart App Sinewave series has sine wave output to eliminate power gaps that can be detected by sensitive equipment and cause unexpected shutdowns.

The Smart App Sinewave PR1500RT2UN improves battery life through battery equalization technology and Automatic Voltage Regulation (AVR), which corrects minor power fluctuations without switching to battery power. The enhanced chassis design with an easy-to-access tooless front panel, color-coded rear panel, and captive screws for battery panel access make installations and battery changes simple and fast. The PR1500RT2UN also has an innovative LCD panel that rotates 90°, tilts for a better viewing angle, and provides information on 47 different settings including UPS stats, UPS setup and control management, and testing options.

TYPICAL APPLICATIONS
- Servers
- Workstations
- Network Devices
- Telecom Equipment

FEATURES
- 1500VA/1500W
- Line-Interactive Topology
- GreenPower UPS™
- 2U Rack Mount/Tower Convertible

SPECIFICATIONS

GENERAL	
UPS Topology	Line-Interactive
Energy Saving	GreenPower UPS™ Bypass Technology
ENERGY STAR® Certified	Yes
Active PFC Compatible	Yes
INPUT	
Voltage	100 - 125 VAC
Frequency	47 - 63 Hz
Input Voltage Range	75 - 149 VAC
Plug Type	NEMA 5-15P
Plug Style	Right Angle, 45° Offset Right
Cord Length	10 FT

OUTPUT	
VA	1500
Watts	1500
Automatic Voltage Regulation	Double Boost, Single Buck
On Battery Voltage	100/110/120/125Vac ± 5%
On Battery Frequency	50/60Hz +/- 1%
On Battery Waveform	Sine Wave
Outlets - Total	8
Outlet Type	NEMA 5-15R
Outlets - Critical Load	4
Outlets - Battery & Surge Protected	8

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PR1500RT2UN
SMART APP SINEWAVE UPS



SPECIFICATIONS CONT.

OUTPUT CONT.	
Rated Power Factor	1
Overload Protection	Internal Circuitry Limiting/ Circuit Breaker
Transfer Time	4 ms typical
BATTERY	
Runtime at Half Load (min)	18.2
Runtime at Full Load (min)	6.5
Battery Type	Sealed Lead-Acid
Battery Size	12 V / 9A H
Hot-Swappable	Yes
Replacement Battery	RB1290X4J
Battery Quantity	4
User Replaceable	Yes
Typical Recharge Time	3 Hrs
External Battery Pack Option	No
SURGE PROTECTION & FILTERING	
Network Protection RJ45	1 - In, 1 - Out
Surge Suppression	2430
EMI/RFI Filtration	Yes
MANAGEMENT & COMMUNICATIONS	
Multifunction LCD Panel	47 Settings (27 Setup and Control Items + 20 Status Updates and Log Menus)
HID Compliant USB Port	Yes
Serial Port	Yes
EPO Port	Yes
Contact Closure	Yes
Management Cable	USB Cable, EPO Cable

MANAGEMENT & COMMUNICATIONS	
LED Indicators	Power On, Line Mode, Battery Mode, Fault, Night Mode, Wiring Fault
Audible Alarms	Battery Mode, Low Battery, Overload, Overcharge, Overheat
Software	PowerPanel® Business Edition
SNMP/HTTP Remote Monitoring	Yes - pre-installed RMCARD205
PHYSICAL	
Rack Size	2U
Form Factor	Rack/Tower
Dimensions (WxHxD) (in.)	17.1 x 3.4 x 16.2
Weight (lbs.)	55.8
Shipping Dimensions (WxHxD) (in.)	22.1 x 10.8 x 20.9
Shipping Weight (lbs.)	63.7
ENVIRONMENTAL	
Operating Temperature	32° F to 104° F (0° C to 40° C)
Operating Relative Humidity	0 - 95% (Non-Condensing)
Storage Temperature	5° F to 113° F (-15° C to 45° C)
Maximum Operating Elevation	10,000 ft (3,000 m)
Maximum Storage Elevation	50,000 ft (15,000 m)
AC Mode Thermal Dissipation	75.1
CERTIFICATIONS	
Safety	UL1778, cUL107.1, FCC Class B
Environmental	RoHS Compliant
WARRANTY	
Product Warranty	Three-Years Limited
Connected Equipment Guarantee	Lifetime
CEG Amount	$400,000

Manufacturer's User Manual Link:

https://dl4jz3rbrsfum.cloudfront.net/documents/CyberPower_UM_PR1500RT2UN.pdf

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PURVIS SYSTEMS

Fire Station Alerting System (FSAS)



Prepared By:

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FSAS Central Server
Installation Document (ID 001)

Revision 1.02

June 14, 2022

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CHANGE PAGES

VERSION	DATE	PAGES	PURVIS APPROVAL	CLIENT APPROVAL	COMMENTS
1.00	10/22/2017	All			Initial Release
1.01	4/12/2022	All			Removed all references to RIU installation
1.02	6/14/2022	3			Edited back of server image and wordage for WAN

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PURVIS SYSTEMS

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1 PREREQUISITES 1

2 INSTALLATION 1

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Figure 2 - FSAS Central Server with 3U 6 Channel RIU 2
Figure 3 - FSAS Central Server with Motorola MCC7500 Network 3
Figure 4 - Colored Coded Central Server Connection Guide 3

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PURVIS SYSTEMS

1 PREREQUISITES

Supplied by PURVIS Systems (Note: Varies dependent upon devices purchased by Customer):

- Qty. 1 – Central Server, 1U/2U (Dell)
- Qty. 1 – Static Rail Kit for Central Server.

Supplied by Customer:

- Qty. 1 – 2 or 4 Post Rack w/minimum 2U of space available and sufficient mounting screws for all devices. Rack type required prior to ordering server.
- Battery backup 120VAC power source (UPS) with minimum space for two (2) AC outlets required (Central Server requires qty. 2).

2 INSTALLATION

2 or 4 Post Rack Mounting

- Install static rail kit onto server before mounting in rack per "Server rack_install_guide_static_rails_1u.pdf" doc.
- Install PURVIS supplied devices onto the 2-Post rack. The following order is recommended:
    1. Dell 1U or 2U Server (provided by Purvis or Customer based on options purchased).
- Using the two (2) supplied AC power cords connect the Server to a dedicated 120VAC source. We recommend this source be on an Uninterrupted Power Supply (UPS) backup.

Network Cabling

Provide below are several diagrams that provide a visual representation of a standard Central Server installation showing the Radio Interface Unit (RIU) or Motorola MCC7500 Network. The Central Server diagrams include the following (examples of installations and the actual install will vary):

- **Figure 1**: FSAS Central Server with 1U 2 Channel RIU
- **Figure 2**: FSAS Central Server with 3U 6 Channel RIU
- **Figure 3**: FSAS Central Server with Motorola MCC7500 Network

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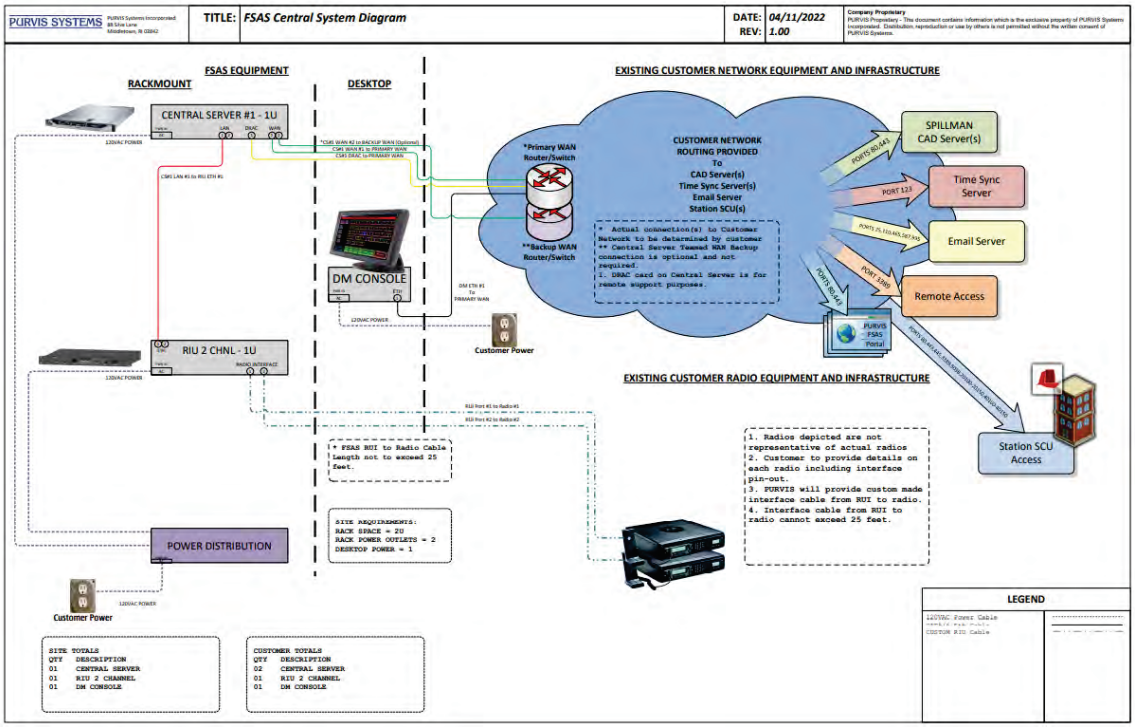


Figure 1 - FSAS Central Server with 1U 2 Channel RIU

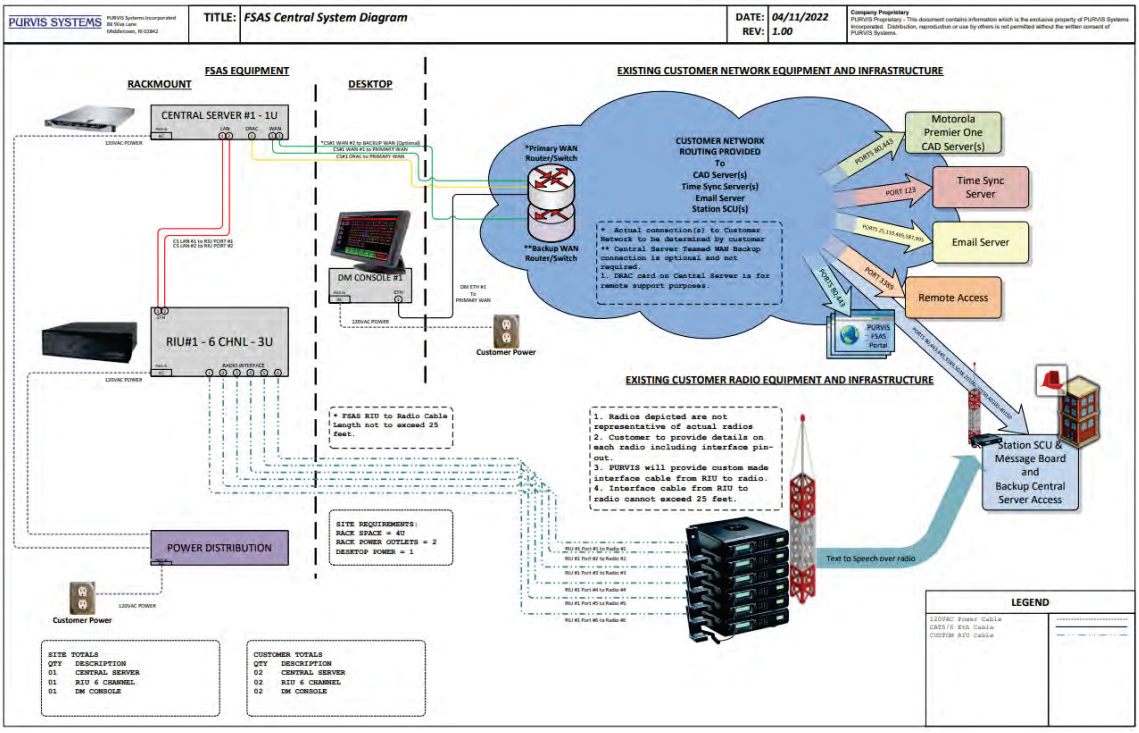


Figure 2 - FSAS Central Server with 3U 6 Channel RIU

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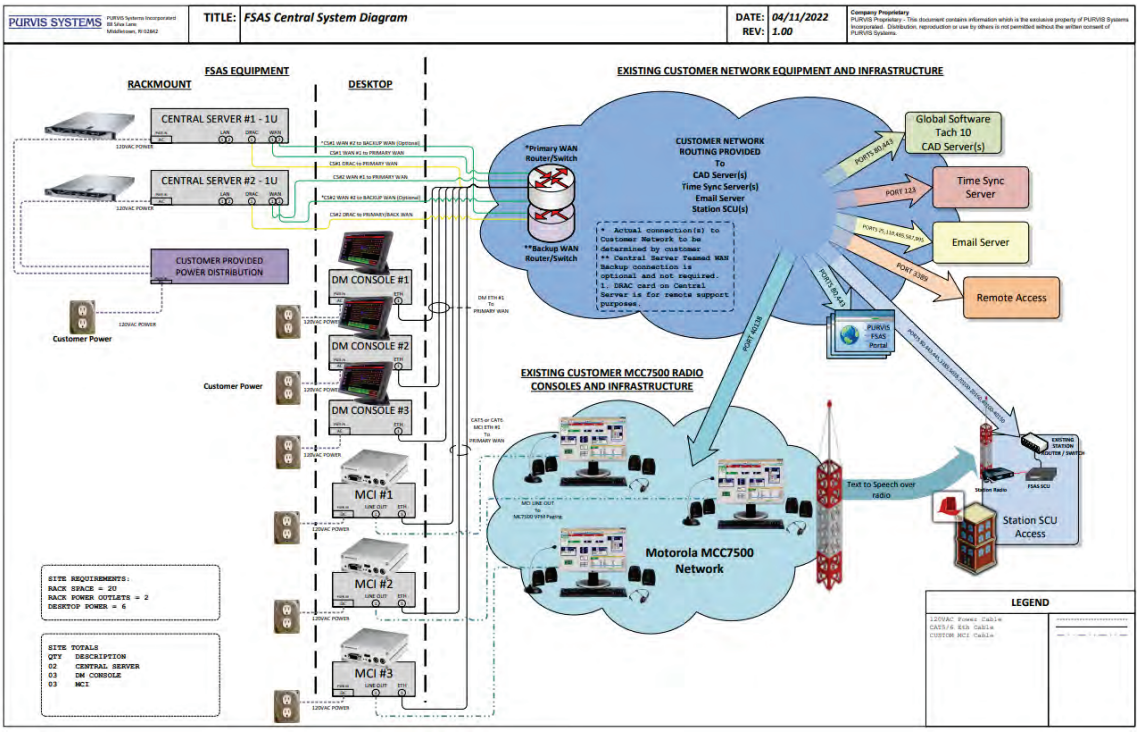


Figure 3 - FSAS Central Server with Motorola MCC7500 Network

Figure 4 provides Central Server color-coded connection guidance.

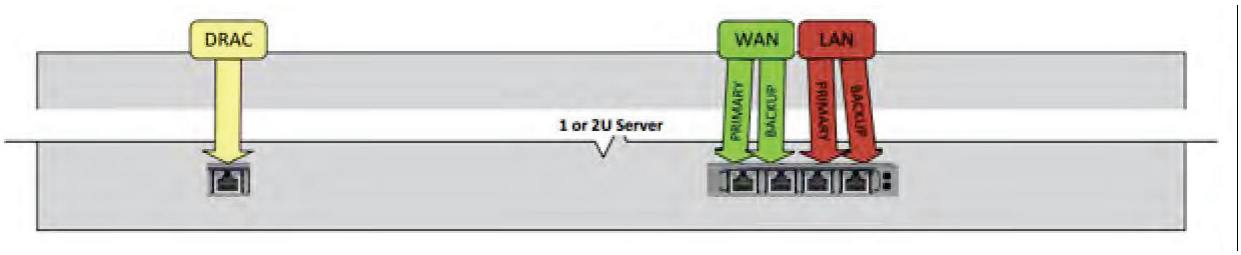


Figure 4 - Colored Coded Central Server Connection Guide

- The WAN connection to the FSAS Server will be plugging into the Ethernet connector ports labeled WAN Primary (Green Tag on Server cover) (**Figure 4**) using customer supplied Network Cables.
- The Drac cable will be connected to the yellow port labeled DRAC using a customer provided cable.
- If a 1U or 3U RIU is installed, cables from the RIU to the server will be plugged into server ports with red tags labeled LAN. See RIU document for any additional requirements.

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Fire Station Alerting System (FSAS)



Prepared By:

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Rack Mount Radio Interface Unit (RIU) 6 Channel Installation Document (ID 010)

315-320001-131

Revision 1.00

April 1, 2022

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CHANGE PAGES

VERSION	DATE	PAGES	PURVIS APPROVAL	CLIENT APPROVAL	COMMENTS
1.00	04/01/2022	All			Initial release

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1 INTRODUCTION

The 3U 19" rack mounted Radio Interface Unit (RIU) is installed centrally and is responsible for sending automated tones and announcements over one (1) or more radio channels/talk groups. PURVIS part numbers include the following:

PURVIS P/N: 315-320001-131-1 (1 Channel)
PURVIS P/N: 315-320001-131-2 (2 Channel)
PURVIS P/N: 315-320001-131-3 (3 Channel)
PURVIS P/N: 315-320001-131-4 (4 Channel)
PURVIS P/N: 315-320001-131-5 (5 Channel)
PURVIS P/N: 315-320001-131-6 (6 Channel)
PURVIS P/N: 315-320001-134 (Spares Kit)

2 DESCRIPTION

The RIU provides a radio interface via a DB9 connector on the rear of the enclosure. Technical specifications are provided in **Table 1**.

Table 1 - Technical Specifications

Technical Specifications	
Dimensions	4.75" x 18.0" x 17.3" (120.65 x 458 x 440 mm)
Weight	12.00 lbs. (5.44 kg)
Power Requirements	120 VAC @ 200 Watts
Operating Temperature	0 to +50°C / 32 to 122°F
Maximum Temperature	-20 to +60°C / -4 to 140°F
Audio Outputs	Unbalanced line level. **Output 1:** Unbalance line level output. *Per Channel
PTT Relay Outputs	One (1) 0.5 Amp @ 30VAC and 0.5 Amp @ 30VDC. Normally open and normally closed contacts available. *Per Channel
Busy Input	One (1) Dry contact closure input. Used to monitor radio busy status (radio is receiving audio). A +5VDC source through a pull-up resistor on the positive input shorted to the ground input indicates an activation. *Per Channel

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Technical Specifications	
TX Active Input	One (1) Dry contact closure input. Used to monitor the radio transmit status (radio has channel/talk group and is transmitting audio). A +5VDC source through a pull-up resistor on the positive input shorted to the ground input indicates an activation. *Per Channel
Ethernet	Two (2) Ethernet connectors are provided on the rear panel for connection to a local-area network (LAN).

3 FRONT PANEL CONNECTORS AND CONTROLS

RIU front panel connectors and controls are displayed in **Figure 1**.

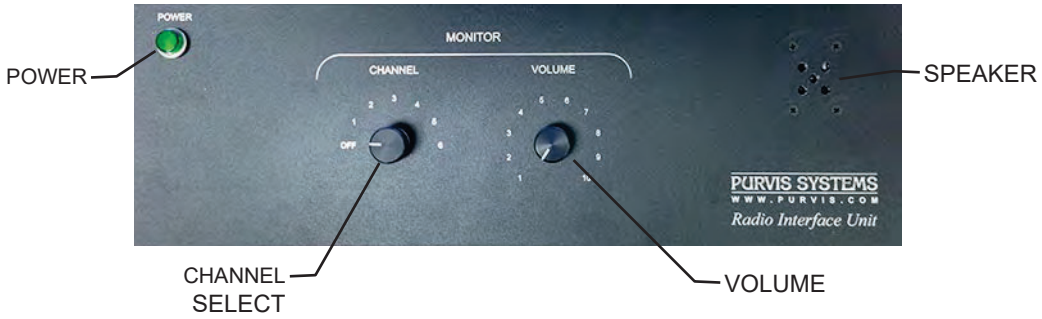


Figure 1 - RIU Front Panel

4 REAR PANEL CONNECTORS AND CONTROLS

RIU rear panel connectors and controls are displayed in **Figure 2.**

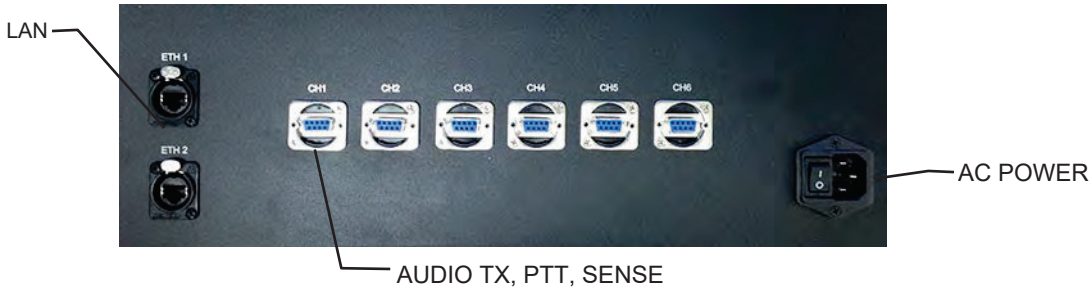


Figure 2 - RIU Rear Panel

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5 CONNECTOR PINOUTS

RIU connector pinouts are provided in **Table 2.**

Table 2 - RIU Connector Pinouts

Channel 1 - 6 Interface		
Interface for Channel 1 Operations.		
Pins	**Description**	
1	TX+ Unbalanced	
2	NA	
3	PTT Common (dry contact)	
4	Busy Input + (+5VDC Pullup)	
5	NA	
6	TX- Unbalanced	
7	NA	
8	PTT Normal Open (dry contact)	
9	GND	

ETH1, ETH2		
Ethernet Connectors		
Pins	**Description**	
1	TX+(WHT/ORG)	
2	TX-(ORG)	
3	RX+(WHT/GRN)	
4	TRD2+(BLU)	
5	TRD2-((WHT/BLU)	
6	RX-(GRN)	
7	TRD3+(WHT/BRN)	
8	TRD3-(BRN)	

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PURVIS SYSTEMS

Fire Station Alerting System (FSAS)



Prepared By:

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MicroTouch Remote Touch Screen (RTS) Monitor Installation Cutsheet (CS 050)

Revision 1

February 29, 2024

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MicroTouch Remote Touch Screen (RTS) Monitor

The MicroTouch Remote Touch Screen (RTS) Monitor Model DT-215P-A1 (Fig 1 and Fig 2) is a 22-inch, open-frame, wall mounted touch monitor that displays the Station Control Unit (SCU) application and allows worksite personnel to interact with the system. The touch screen is a ruggedized device designed for commercial applications, such as photo kiosks, gaming, and guest/hospitality environments.

PURVIS P/N: 315-250005-131 (RTS)
PURVIS P/N: 315-190302-131 (RTS Mounting Bracket)
PURVIS P/N: 315-250300-131 (VGA Video Extender)
PURVIS P/N: 315-250101-131 (VGA VESA Bracket)
PURVIS P/N: 315-250200-131 (USB 150' Extender)
PURVIS P/N: 315-250201-131 (USB 300' Extender)



Fig 1 – MicroTouch RTS Monitor

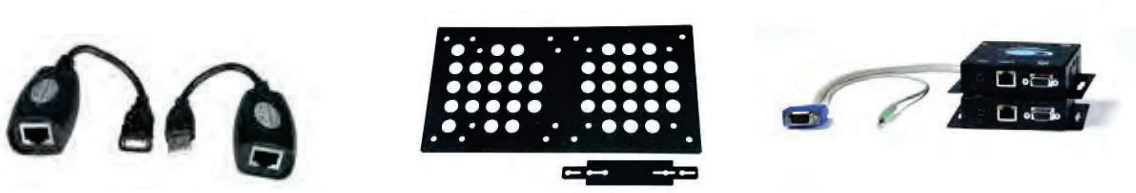
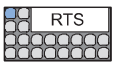


Fig 2 – MicroTouch RTS Monitor Hardware

Drawing Symbol: 

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Technical Specifications (Model DT-215P-A1)	
Dimensions	20.12" W x 6.81" D x 12.69" H
Weight	12.39 lbs. (no Video Hub mounted)
Voltage	100-240VAC at 20-24W

Device Wiring:

110 VAC

Standard	*110VAC*

CAT5/6- RJ45 Terminated (568B)

RJ45 Pin #	*CAT5/6 Color Code*
1	White/Orange
2	Orange
3	White/Green
4	Blue
5	White/Blue
6	Green
7	White/Brown
8	Brown

Wiring Notes: Requires AC power source for both the RTS and VGA receiver module, while the 150' USB extender (Note: 300' extender requires AC power source) is powered by the USB bus. Requires a CAT5e Network connection (300' max length) between the VGA extender (local unit) located on the SCU and the remote unit which is mounted to the RTS.

Mounting:

- RTS can be placed on desk with stand (Fig 3), or wall mounted.
- Requires that a 120VAC receptacle box be mounted near the RTS (preferably behind it) to provide power to both the monitor and VGA receiver, as well as a Network box for the video extension.
- VGA receiver module can be mounted to the back of the monitor using the VESA bracket listed above.
- Can be mounted using the RTS Mounting Bracket listed above (see mounting bracket installation instructions starting on page 6).

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Fig 4 – MicroTouch RTS with Stand

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RTS Monitor Manufacturer's Specs Sheet:

MicroTouch

USER MANUAL

DESKTOP TOUCH MONITOR

DT-215P-A1



Rev 2052322 1

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Item	Category	Specifications
LCD Panel	Size	21.5" TFT LCD
	Resolution	1920 x 1080
	Brightness (typical)	225 cd/m2
	Contrast Ratio (typical)	1000:1
	Number of Colors	16.7 million
	Viewing Angle (typical)	Horizontal: 178 degrees; Vertical: 178 degrees
Touch Screen	Touch Type	P-CAP
	Simultaneous touch points	Up to 10
Video	Type	DisplayPort 1.2a HDMI 1.3 (Compatible with HDMI 1.4) VGA USB Type C (via Alt Mode for DP video support)
Power	AC Adapter Input	AC 100V - 240V (50/60Hz), 60W max
	AC Adapter Output	12VDC, 5A max
	Monitor On	20W typical, 24W max (1.25A typ, 2A max)
	Power Saving	Sleep mode: ≤ 1W; Off: ≤ 0.5W
Size and Weight	Dimensions (W x H x D) Without stand	510.96 mm x 308.01 mm x 37.9 mm
		20.12 in x 12.13 in x 1.49 in
	Dimensions (W x H x D) With IS-156-A1 Stand	510.96 mm x 322.28 mm x 172.98 mm
		20.12 in x 12.69 in x 6.81 in
	Net Weight	4.05 kg without stand, 5.62 kg with IS-215-A1 stand 8.93 lb without stand, 12.39 lb with IS-215-A1 stand
	VESA Mount	100 mm x 100 mm
Environment	Compliance	CE, FCC, LVD, RoHS
	Operating Temperature	0°C - 40°C
	Storage Temperature	-20°C - 60°C
	Operating Humidity	20% - 90% RH, non-condensing

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VGA Video/Audio Extender Manufacturer's Specs Sheet:

VGA Video/Audio Extender via CAT5: Extend to 300 Feet

XTENDEX®

Extend a VGA monitor up to 300 feet away from a computer.

- Ideal solution for digital signage applications.
- Supports local and remote VGA monitors.
- Supports resolutions to 1920x1440.
- Sharpest and clearest VGA quality over CAT5 of any manufacturer.
- Built-in surge protection.
- Available with optional stereo audio.
- Integrated mounting brackets for easy surface/wall mounting.
- Use in-house CAT5/5e/6/6a phone wiring to locate a monitor remotely.
- Optional VESA mounting bracket is available for mounting the local or remote unit to the back of a flat panel monitor.



ST-C5VA-300
(Remote & Local Unit)

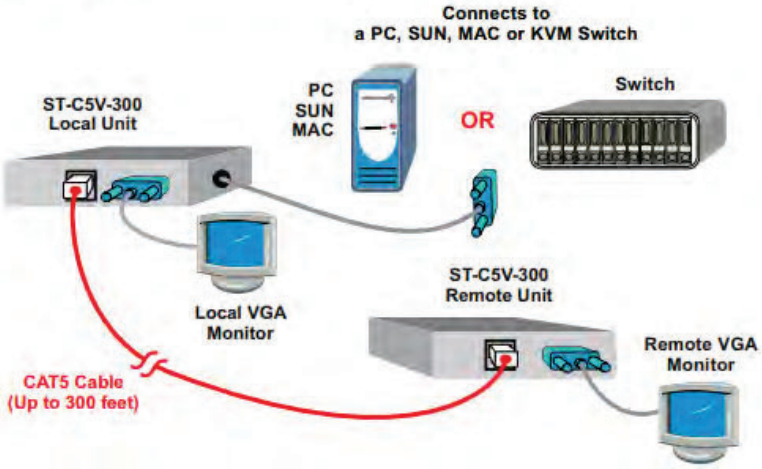
DIGITAL SIGNAGE

Designed and Manufactured in the USA

- **Audio**
- **VESA Mounting Bracket**

The XTENDEX® VGA Extender transmits VGA video up to 300 feet away from a computer using CAT5/5e/6/6a cable. Each video extender consists of a local unit that connects to a computer and also supplies video to a local monitor, and a remote unit that connects to a monitor.

Configuration and Cable Illustration



1 NTI NETWORK TECHNOLOGIES INCORPORATED
1.800.RGB.TECH (800.742.8324) Toll Free: US & Canada
330.562.7070 International calls
330.562.1999 Worldwide fax
sales@ntigo.com
www.networktechinc.com
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VGA Video/Audio Extender via CAT5: Extend to 300 Feet

XTENDEX®

Extend a VGA monitor up to 300 feet away from a computer.

Specifications

Local Unit

- **Host Connection**
  - Supports a PC, SUN, MAC or NTI switch with VGA video.
  - Multiplatform support: Windows 7/8/10, Windows Server 2008/2012/2016/2019, Solaris, Linux, FreeBSD, and MAC OS 10/11.
  - Male 15-pin HD connector for computer connection.
  - Optional stereo audio support - 3.5 mm stereo plug.
- **Local Access**
  - Crisp and clear 1920x1440 video resolution.
  - Female 15-pin HD connector for local VGA monitor.
  - Optional stereo audio support - 3.5 mm stereo jack.

Remote Unit

- Supports resolutions up to 1920x1440; refer to the resolution chart below for resolutions at different lengths.
- Female 15-pin HD connector.
- Optional 3.5 mm stereo audio connection.

Video Quality Adjustment

- Video quality adjustment for different lengths of CAT5/5e/6/6a cable is done manually.
- Test Pattern for Cable Length

Environmental

- Operating temperature: 32 to 100°F (0 to 38°C).
- Storage temperature: -22 to 140°F (-30 to 60°C).
- Operating and storage relative humidity: 5 to 90% non-condensing RH.

Dimensions

- WxDxH: 3.5x3.1x1.2 in (89x79x30 mm)
- Weight: 1.2 lbs (0.54 kg)

Distances and Resolutions for CAT5/Cat5e and CAT6 Cables

Cable	Distance ft	Maximum Resolution
CAT5/5E Solid UTP	300	1280x1024 at 60 Hz
	150	1600x1200 at 60 Hz
	100	1920x1440 at 60 Hz
CAT5/5E SOLID STP, CAT6 Solid UTP	300	1600x1200 at 60 Hz
	150	1280x1024 at 60 Hz
	100	1600x1200 at 60 Hz
CAT6a Solid UTP	300	1024x768 at 60 Hz
	150	1280x1024 at 60 Hz
	100	1920x1200 at 60 Hz

Note: CAT6/6a cable has a higher skew than CAT5/5e cable, which causes colors to smear. Since these extenders do not have internal skew compensation, they work at shorter distances with CAT6/6a cable.

VGA Extender Models

Supported Features	Local or Remote	# of Ports	NTI Part #
VGA	Both	1	ST-C5V-300
VGA + Audio	Both	1	ST-C5VA-300

Power

- Local unit:100 to 240 VAC at 50 or 60 Hz via AC adapter (included).
- Remote unit: powered from local unit via CAT5/5e/6/6a cable.
- Power Consumption: Local unit: 10 W; Remote unit: powered from local unit

MTBF

NTI Part #	MTBF (hrs)	NTI Part #	MTBF (hrs)
ST-C5V-300 (local)	92,988	ST-C5V-300 (remote)	89,275
ST-C5VA-300 (local)	89,874	ST-C5VA-300 (remote)	86,360

Regulatory Approvals

- CE, RoHS
- TAA compliant

Cables

- CAT5, CAT5e or CAT6 solid straight through cable for TIA/EIA-568B wiring terminated with standard RJ45 connectors.
- Cables not included.

Options

Stereo Audio

- Stereo audio can be heard both locally and remotely.
- Frequency response: 20 Hz to 20 kHz, ±1 dB.
- Signal-to-Noise Ratio (SNR): 76 dBA.
- Total Harmonic Distortion and Noise (THD+N): 0.017%.
- Stereo crosstalk: -70 dB.
- Input impedance: 10k Ohms.
- Line level output; supports multimedia speakers.
- Maximum I/O levels: 3.1Vp-p (line level).
- CD quality audio output.

VESA Mounting Bracket

- Use to mount the local or remote unit to the back of a flat panel monitor.
- Compliant to VESA 75mm and 100mm mounting hole patterns.
- Dimensions WxH (in): 9.7x4.8
- Compatible with the local or remote unit.



ST-C5MK-VESA - VESA Mounting Bracket

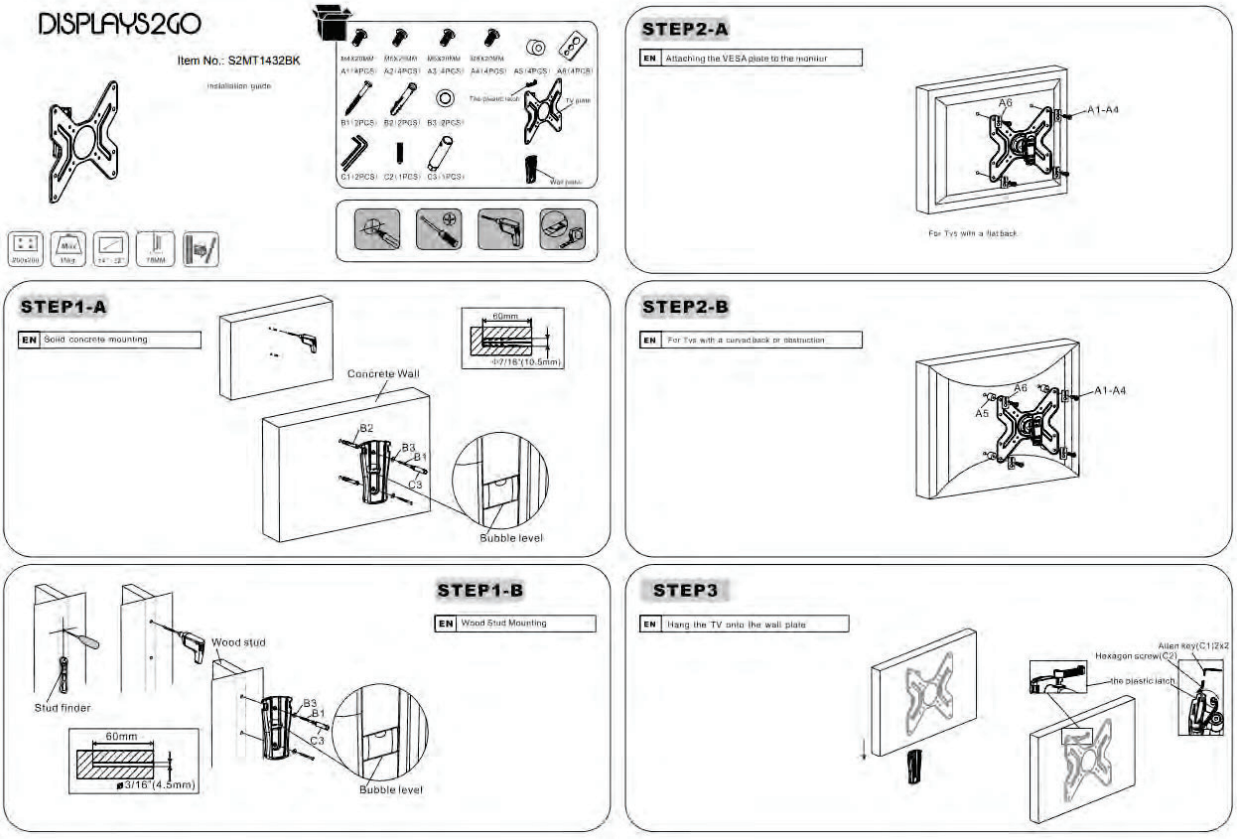
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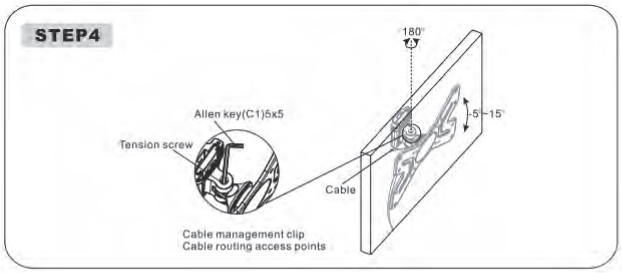
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Mounting Bracket Installation Instructions:



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PURVIS SYSTEMS

Fire Station Alerting System (FSAS)



Prepared By:

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Rack Mount (Rev B) Station Control Unit (SCU) Installation Document (ID 007)

315-030004-131/134 and 315-030005-131/134

Revision 1.05

August 11, 2023

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CHANGE PAGES

VERSION	DATE	PAGES	PURVIS APPROVAL	CLIENT APPROVAL	COMMENTS
1.00	11/02/2015	All			Initial release
1.01	08/16/2016	4			Added weight, temperature and power
1.02	11/18/2016	8 & 9			Corrected J2-1 & J2-2 relay contact information
1.03	12/22/2016	4 & 5			Added Purvis Order #, and HDMI video extension option
1.04	03/30/2020	All			Document refresh
1.05	8/11/2023	1			Added PURVIS PN 315-030005

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PURVIS SYSTEMS

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PURVIS SYSTEMS

1 INTRODUCTION

The 3U 19" rack mounted Station Control Unit (SCU) is installed in each fire station and is responsible for receiving the incidents (or alerts) and then activating/updating all of the appropriate station electronics. Additionally, the SCU is responsible for playing tones and messages over the station speakers. The SCU provides the core functionality of the PURVIS FSAS in each station and can be configured to audio and lighting zones based on hours of operation (day/night), incident type and the apparatus (units) being dispatched.

An example of this operation is that speaker zones in the Rescue areas would not need to be activated during a Fire-specific dispatch. Additionally, based on the hours of operation (typically during night hours), the SCU can be configured to lower the volume levels on specific zones. Lowering the audio levels at night when there is less background noise can help reduce stress levels of response personnel.

PURVIS part numbers include the following:

PURVIS P/N: 315-030004-131-NN
PURVIS P/N: 315-030004-134 (Spares Kit)
PURVIS P/N: 315-030005-131-NN
PURVIS P/N: 315-030005-134 (Spares Kit)

2 DESCRIPTION

The SCU provides multiple audio inputs, audio outputs and dry contact relay contacts as detailed below. All inputs and outputs are available on the rear panel. Technical specifications are provided in **Table 1**.

Table 1 - Technical Specifications

Technical Specifications	
Dimensions	5.2" x 18.0" x 17.3" (132 x 458 x 440 mm)
Weight	32.00 lbs (14.52 kg)
Power Requirements	120 VAC @ 600 Watts
Operating Temperature	0 to +50°C / 32 to 122°F
Maximum Temperature	-20 to +60°C / -4 to 140°F
Audio Inputs	Three (3) unbalanced line level inputs. One (1) balanced line level based on jumper configuration. One (1) Can be 25, 70, or 100v.
Audio Outputs	Two (2) balance and unbalanced line levels. **Output 1:** Unbalance line level output. **Output 2:** Balance line level output.
Relay Outputs	Eight (8) 10 Amp @ 250VAC / 8 Amp @ 30VDC relays, normally open and normally closed contacts available for each relay.

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General Purpose Inputs	24 contact closure inputs used to monitor various station inputs or to support external) switches such as individual zone acknowledgement switches. A +5VDC source through a pull-up resistor on the positive input shorted to the ground input indicates an activation.
Microphone Input	Two (2) connectors are provided for connecting a microphone, an XLR connector on the front panel and terminals on the rear panel.
Internal Analog Inputs	Six (6) internal analog inputs currently only used to monitor manual activation in conjunction with a contact closure input. A +5VDC source through a pull-up resistor on the positive input shorted to the ground input indicates a full activation. However, apply a resistive value across the input allows a single input to represent values from 0 to 255.
VGA Output	One (1) VGA connector is provided for connection to a remote display/touch screen.
HDMI Output	The SCU generates FSAS incident information, as well as system status, using HDMI video extension over Ethernet. It is outputted from the local-area network (LAN) 4 port, but can be extended to as many message boards (MSB) as needed provided an HDMI receiver at each MSB is connected to the system LAN.
DC Voltage Outputs	Three (3) connectors are available to provide 5VDC, 12 VDC, and 24 VDC for external devices that require DC voltage.
USB Ports	Five (5) (2 front/3 rear) mounted USB ports are provided for connection to a remote touch screen, keyboard or mouse.
Ethernet	Four (4) Ethernet connectors are provided on the rear panel for connection to a LAN switch, these are required for proper SCU operation. Two (2) Ethernet connectors are provided on the rear panel for connection to a customer wide-area network (WAN) for communication to the central servers.

3 FRONT PANEL CONNECTORS AND CONTROLS

SCU front panel connectors and controls are displayed in **Figure 1**.

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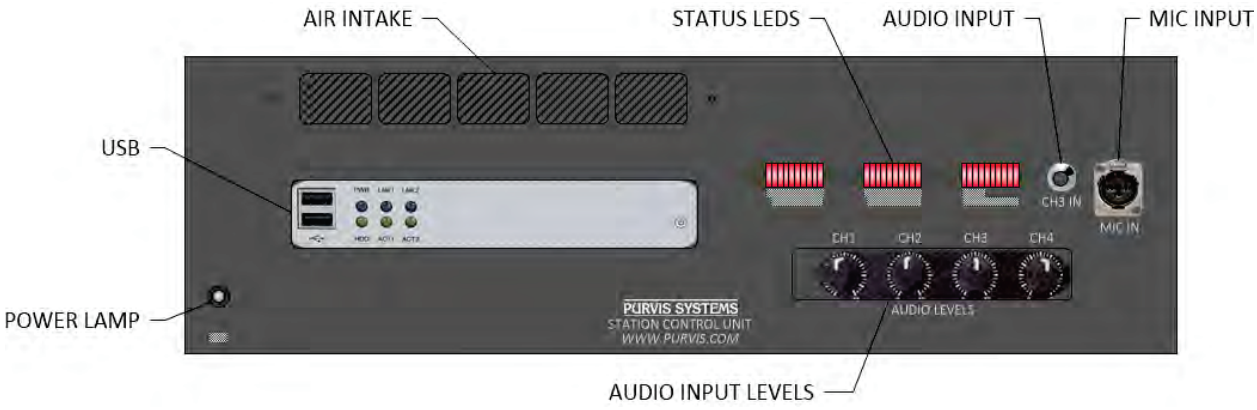


Figure 1 - SCU Front Panel

4 Rear Panel Connectors and controls

SCU rear panel connectors and controls are displayed in **Figure 2.**

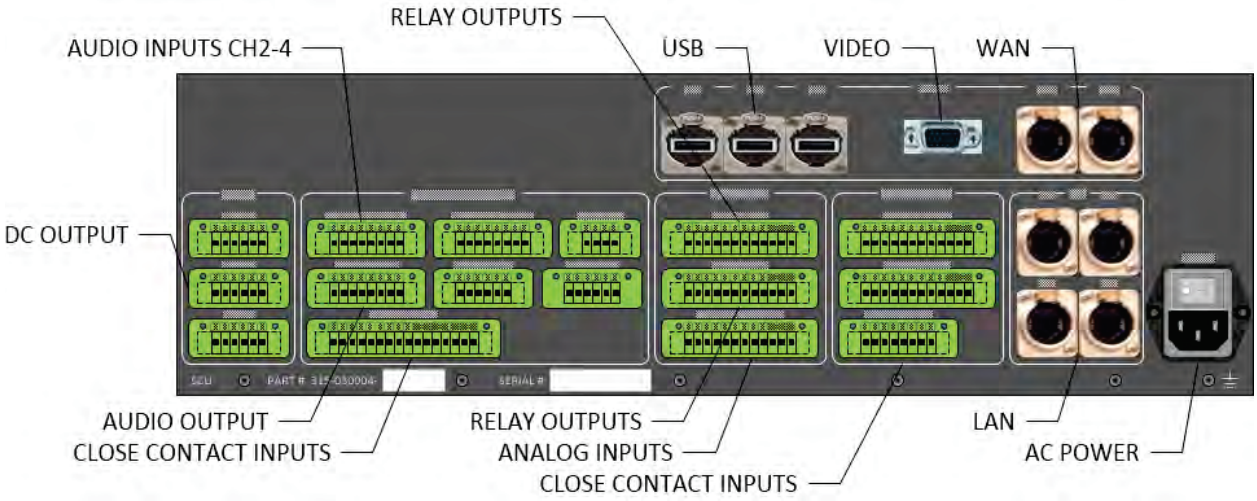


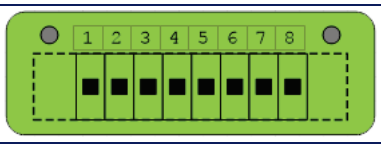
Figure 2 - SCU Rear Panel

5 Connector Pinouts

SCU connector pinouts are provided in **Table 2.**

Table 2 – SCU Connector Pinouts

J1-1 UNBAL AUDIO INPUT	
Unbalanced Audio Input Channels 2-4.	
Pins	**Description**



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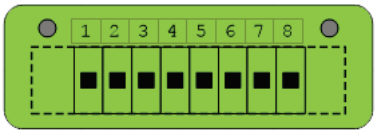
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1	*Input CH1 Signal + Reserved for SCU Audio
2	*Input CH1 Signal GND - Reserved for SCU Audio
3	Input CH2 Signal +
4	Input CH2 Signal GND -
5	Input CH3 Signal + Also available on front panel
6	Input CH3 Signal GND - see front panel
7	Input CH4 Signal +
8	Input CH4 Signal GND -

J1-2 CHx to OUT on FAULT

Place jumper between pins to route audio to the output.

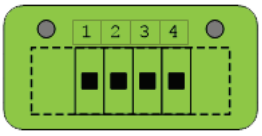
Pins	Description
1	Channel 1 Audio Jumper 1 to 5
2	Channel 2 Audio Jumper 2 to 6
3	Channel 3 Audio Jumper 3 to 7
4	Channel 4 Audio Jumper 4 to 8
5	Channel 1 Audio Jumper 1 to 5
6	Channel 2 Audio Jumper 2 to 6
7	Channel 3 Audio Jumper 3 to 7
8	Channel 4 Audio Jumper 4 to 8



J1-3 25/70/100

Matches a 100, 70 or 25 volt speaker line to any unbalanced line-level audio input. 100, 70, or 25 volt speaker line is wired to pins 3 and 4. The unbalanced output would be wired to an appropriate J1 input.

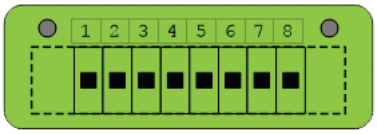
Pins	Description
1	Output Unbalanced Signal +
2	Output Unbalanced Signal -
3	Input Speaker Line +
4	Input Speaker Line -



J1-4 Audio out

Pins 1 and 5, unbalanced signal output is typically field wired to self-amplified speakers, FSAS AXM, or amplifier.

Pins	Description
1	Output Switched Unbalanced Signal +
2	NA
3	Output Switched Balanced Signal +
4	Output Always Active Unbalanced Signal +
5	Output Switched Unbalanced -
6	Output Switch Balanced -

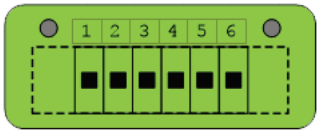


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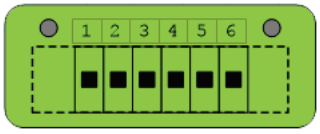
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7	Output Balanced Shield GND	
8	Output Always Active Unbalanced -	

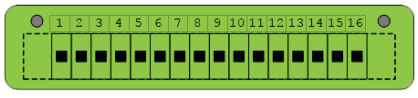
J1-5 BAL IN	
Converts a balanced signal to unbalanced signal. Balanced signal would be wired to pins 4, 5 and 6. The unbalanced output would be wired to an appropriate J1 input.	
Pins	**Description**
1	Output Unbalanced Signal +
2	Output Unbalanced Signal -
3	NA
4	Input Balanced MIC +
5	Input Balanced MIC -
6	Input Balanced MIC Shield



J1-6 MIC IN/OUT*	
Balanced Microphone Input for paging microphone.	
Pins	**Description**
1	Input Balanced MIC Shield
2	Input Balanced MIC +
3	Input Balanced MIC -
4	Input Balanced MIC Shield
5	Output Unbalanced MIC +
6	Output Unbalanced MIC -
*Note: The MIC input is also available via the front panel XLR Connector.	



J1-7 Close Contact Inputs 1-8	
Close Contact Inputs for monitoring dry contact inputs.	
Pins	**Description**
1	Input #1 Close Contact (5VDC) +
2	Input #1 Close Contact (GND) -
3	Input #2 Close Contact (5VDC) +
4	Input #2 Close Contact (GND) -
5	Input #3 Close Contact (5VDC) +
6	Input #3 Close Contact (GND) -
7	Input #4 Close Contact (5VDC) +
8	Input #4 Close Contact (GND) -
9	Input #5 Close Contact (5VDC) +
10	Input #5 Close Contact (GND) -
11	Input #6 Close Contact (5VDC) +
12	Input #6 Close Contact (GND) -
13	Input #7 Close Contact (5VDC) +

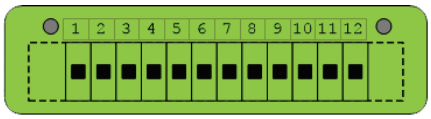


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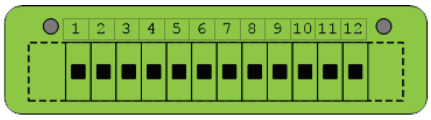
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14	Input #7 Close Contact (GND) -	
15	Input #8 Close Contact (5VDC) +	
16	Input #8 Close Contact (GND) -	

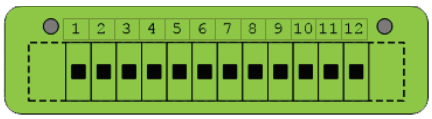
J2-1 Relay Outputs 1-4		
General Purpose relay outputs providing both Normally Open and Normally Closed contacts.		
Pins	**Description**	
1	Output Relay 1 NC Contact	
2	Output Relay 1 Common	
3	Output Relay 1 NO Contact	
4	Output Relay 2 NC Contact	
5	Output Relay 2 Common	
6	Output Relay 2 NO Contact	
7	Output Relay 3 NC Contact	
8	Output Relay 3 Common	
9	Output Relay 3 NO Contact	
10	Output Relay 4 NC Contact	
11	Output Relay 4 Common	
12	Output Relay 4 NO Contact	



J2-2 Relay Outputs 5-8		
General Purpose relay outputs providing both Normally Open and Normally Closed contacts.		
Pins	**Description**	
1	Output Relay 5 NC Contact	
2	Output Relay 5 Common	
3	Output Relay 5 NO Contact	
4	Output Relay 6 NC Contact	
5	Output Relay 6 Common	
6	Output Relay 6 NO Contact	
7	Output Relay 7 NC Contact	
8	Output Relay 7 Common	
9	Output Relay 7 NO Contact	
10	Output Relay 8 NC Contact	
11	Output Relay 8 Common	
12	Output Relay 8 NO Contact	



J2-3 Analog Inputs 1-6		
Analog Inputs – Currently used for manual activation operations only.		
Pins	**Description**	
1	Input #1 Analog (5VDC) +	
2	Input #1 Analog (GND) -	
3	Input #2 Analog (5VDC) +	

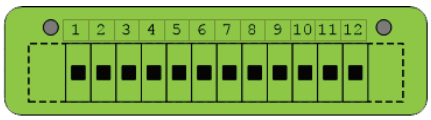


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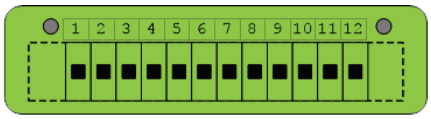
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4	Input #2 Analog (GND) -	
5	Input #3 Analog (5VDC) +	
6	Input #3 Analog (GND) -	
7	Input #4 Analog (5VDC) +	
8	Input #4 Analog (GND) -	
9	Input #5 Analog (5VDC) +	
10	Input #5 Analog (GND) -	
11	Input #6 Analog (5VDC) +	
12	Input #6 Analog (GND) -	

J3-1 Close Contact Inputs 9-14	
Close Contact Inputs for monitoring dry contact inputs.	
Pins	**Description**
1	Input #9 Close Contact (5VDC) +
2	Input #9 Close Contact (GND) -
3	Input #10 Close Contact (5VDC) +
4	Input #10 Close Contact (GND) -
5	Input #11 Close Contact (5VDC) +
6	Input #11 Close Contact (GND) -
7	Input #12 Close Contact (5VDC) +
8	Input #12 Close Contact (GND) -
9	Input #13 Close Contact (5VDC) +
10	Input #13 Close Contact (GND) -
11	Input #14 Close Contact (5VDC) +
12	Input #14 Close Contact (GND) -



J3-2 Close Contact Inputs 15-20	
Close Contact Inputs for monitoring dry contact inputs.	
Pins	**Description**
1	Input #15 Close Contact (5VDC) +
2	Input #15 Close Contact (GND) -
3	Input #16 Close Contact (5VDC) +
4	Input #16 Close Contact (GND) -
5	Input #17 Close Contact (5VDC) +
6	Input #17 Close Contact (GND) -
7	Input #18 Close Contact (5VDC) +
8	Input #18 Close Contact (GND) -
9	Input #19 Close Contact (5VDC) +
10	Input #19 Close Contact (GND) -
11	Input #20 Close Contact (5VDC) +
12	Input #20 Close Contact (GND) -



J3-3 Close Contact Inputs 21-24	

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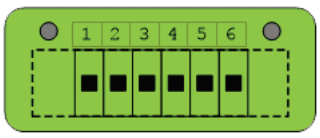
Close Contact Inputs for monitoring dry contact inputs.	
Pins	**Description**
1	Input #21 Close Contact (5VDC) +
2	Input #21 Close Contact (GND) -
3	Input #22 Close Contact (5VDC) +
4	Input #22 Close Contact (GND) -
5	Input #23 Close Contact (5VDC) +
6	Input #23 Close Contact (GND) -
7	Input #24 Close Contact (5VDC) +
8	Input #24 Close Contact (GND) -



J5-1 24VDC	
24VDC output for external devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.	
Pins	**Description**
1	+24VDC
2	+24VDC
3	+24VDC
4	GND
5	GND
6	GND



J5-2 12VDC	
12VDC output for external devices requiring power, max power available 15 Amps @ 12VDC, 150 Watts.	
Pins	**Description**
1	+12VDC
2	+12VDC
3	+12VDC
4	GND
5	GND
6	GND



J5-3 5VDC	
5VDC output for external devices requiring power, max power available 25 Amps @ 5VDC, 125 Watts.	
Pins	**Description**
1	+5VDC
2	+5VDC
3	+5VDC
4	GND
5	GND
6	GND



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ETH1, ETH2, ETH3, ETH4, WAN1, WAN2		
Ethernet Connectors		
Pins	**Description**	
1	TX+(WHT/ORG)	
2	TX-(ORG)	
3	RX+(WHT/GRN)	
4	TRD2+(BLU)	
5	TRD2-((WHT/BLU)	
6	RX-(GRN)	
7	TRD3+(WHT/BRN)	
8	TRD3-(BRN)	

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Fire Station Alerting System (FSAS)



Prepared By:

PURVIS Systems

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Middletown RI 02842

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BetaBrite 24” One Line Reader Board/ Turn-Out Timer Installation Cutsheet (CS 006)

Revision 3

July 14, 2020

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BetaBrite 24" One Line Reader Board/Turn-Out Timer

The BetaBrite 24" One Line Reader Board/Turn-Out Timer (Fig 1) is an indoor LED Sign designed for retail, light industrial, commercial and office use. It displays text and graphics in eight (8) colors and three (3) rainbow effects. BetaBrite is one of the brightest and sharpest indoor displays available. The new and improved BetaBrite® electronic message display gets your message across faster and better than ever before and is designed for top visibility at a 150 ft.

PURVIS P/N: 315-210006-131-TT (Turn-Out Timer)
PURVIS P/N: 315-210006-131-RB (One Line Reader Board)
PURVIS P/N: 315-210201-131 (Grid Connect RS232 Converter)



Fig 1 – BetaBrite 24" One Line Reader Board/Turn-Out Timer

Drawing Symbol: 

Technical Specifications (Model BetaBrite by Adaptive)	
Dimensions	24.0" L x 2.1" H
Weight	2.55 lbs. (W/O Power Supply and Keyboard)
Voltage	7.5 VDC at 3.25A, 50/60 HZ

Mounting:

- Message Board – Single Gang Duplex
- Cat 5/6 connectivity from SCU control rack

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Fig 2 – One Line Reader Board/Turn-Out Timer (Mounted)

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Manufacturer's Specs Sheet:

Case Dimensions:	25.8"L x 2.0"D x 3.8"H
Display Dimensions:	24.0"L x 2.1"H
Display Weight:	2.55 lbs. (1.16 kg.) without power supply and keyboard
Display Array:	80 columns x 7 rows
Display memory:	30,000 characters
Pixel Size (Diameter):	0.2" (0.51 cm)
Pixel (LED) Color:	8 Super-bright colors & 3 rainbow effects
Center-to-Center Pixel Spacing (Pitch):	0.3" (0.76 cm)
Character Size:	2.1" tall
Character Array:	5" x 7" matrix
Character Sets:	Block(sans serif); decorative (serif); upper/lower case; slim/wide
Memory Retention:	One month typical
Message Capacity:	65 different messages can be stored and displayed
Message Operating Modes:	26 consisting of: Automode™, Hold, Interlock, Roll (6 directions), Rotate, Sparkle-on, Twinkle Spray-on, Slide across, Switch, Wipe (6 directions), Starburst, Flash, Snow, Scroll, Condensed rotate
Built-in Animations	Cherry-bomb exploding, don't drink and drive, fireworks, slot machine, no smoking, running animal, moving auto, welcome (in script), thank you (in script), new flash, trumpets, party balloons and fish
Clock:	12 or 24 hour format
Serial Computer Interface:	RS232
Power:	7.5 VDC at 3.25A, 50/60 HZ
Maximum Power Cord Length:	10 ft.
Keyboard:	Handheld remote operated, infrared, 54 key layout
Case Material:	Extruded aluminum
Limited Warranty:	One-year parts and labor, factory servicing
Agency Approvals:	– 120 VAC model: Listed to ANSI/UL 1950 3rd Edition(US) and Can/CSA-22.2 No. 950-M89 (Canada) – 230 VAC models: Complies with EN60950: 1992 (Europe) and AS/NZS 3260-1993 (Australia/ New Zealand) – FCC Part 15 Class A – CE Marked (optional for 230 VAC model)
Operating Temperature:	32° to 120°F, (0° to 50°C)
Humidity Range:	0% to 95% non-condensing
Mounting:	Hardware to accommodate wall/ceiling mounting

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Fire Station Alerting System (FSAS)



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Rack Mount (Rev B) Station Control Unit (SCU) Installation Document (ID 007)

315-030004-131/134 and 315-030005-131/134

Revision 1.05

August 11, 2023

CHANGE PAGES

VERSION	DATE	PAGES	PURVIS APPROVAL	CLIENT APPROVAL	COMMENTS
1.00	11/02/2015	All			Initial release
1.01	08/16/2016	4			Added weight, temperature and power
1.02	11/18/2016	8 & 9			Corrected J2-1 & J2-2 relay contact information
1.03	12/22/2016	4 & 5			Added Purvis Order #, and HDMI video extension option
1.04	03/30/2020	All			Document refresh
1.05	8/11/2023	1			Added PURVIS PN 315-030005

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PURVIS SYSTEMS

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3 FRONT PANEL CONNECTORS AND CONTROLS 2
4 REAR PANEL CONNECTORS AND CONTROLS 3
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PURVIS SYSTEMS

1 INTRODUCTION

The 3U 19" rack mounted Station Control Unit (SCU) is installed in each fire station and is responsible for receiving the incidents (or alerts) and then activating/updating all of the appropriate station electronics. Additionally, the SCU is responsible for playing tones and messages over the station speakers. The SCU provides the core functionality of the PURVIS FSAS in each station and can be configured to audio and lighting zones based on hours of operation (day/night), incident type and the apparatus (units) being dispatched.

An example of this operation is that speaker zones in the Rescue areas would not need to be activated during a Fire-specific dispatch. Additionally, based on the hours of operation (typically during night hours), the SCU can be configured to lower the volume levels on specific zones. Lowering the audio levels at night when there is less background noise can help reduce stress levels of response personnel.

PURVIS part numbers include the following:

PURVIS P/N: 315-030004-131-NN
PURVIS P/N: 315-030004-134 (Spares Kit)
PURVIS P/N: 315-030005-131-NN
PURVIS P/N: 315-030005-134 (Spares Kit)

2 DESCRIPTION

The SCU provides multiple audio inputs, audio outputs and dry contact relay contacts as detailed below. All inputs and outputs are available on the rear panel. Technical specifications are provided in **Table 1**.

Table 1 - Technical Specifications

Technical Specifications	
Dimensions	5.2" x 18.0" x 17.3" (132 x 458 x 440 mm)
Weight	32.00 lbs (14.52 kg)
Power Requirements	120 VAC @ 600 Watts
Operating Temperature	0 to +50°C / 32 to 122°F
Maximum Temperature	-20 to +60°C / -4 to 140°F
Audio Inputs	Three (3) unbalanced line level inputs. One (1) balanced line level based on jumper configuration. One (1) Can be 25, 70, or 100v.
Audio Outputs	Two (2) balance and unbalanced line levels. **Output 1:** Unbalance line level output. **Output 2:** Balance line level output.
Relay Outputs	Eight (8) 10 Amp @ 250VAC / 8 Amp @ 30VDC relays, normally open and normally closed contacts available for each relay.

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General Purpose Inputs	24 contact closure inputs used to monitor various station inputs or to support external) switches such as individual zone acknowledgement switches. A +5VDC source through a pull-up resistor on the positive input shorted to the ground input indicates an activation.
Microphone Input	Two (2) connectors are provided for connecting a microphone, an XLR connector on the front panel and terminals on the rear panel.
Internal Analog Inputs	Six (6) internal analog inputs currently only used to monitor manual activation in conjunction with a contact closure input. A +5VDC source through a pull-up resistor on the positive input shorted to the ground input indicates a full activation. However, apply a resistive value across the input allows a single input to represent values from 0 to 255.
VGA Output	One (1) VGA connector is provided for connection to a remote display/touch screen.
HDMI Output	The SCU generates FSAS incident information, as well as system status, using HDMI video extension over Ethernet. It is outputted from the local-area network (LAN) 4 port, but can be extended to as many message boards (MSB) as needed provided an HDMI receiver at each MSB is connected to the system LAN.
DC Voltage Outputs	Three (3) connectors are available to provide 5VDC, 12 VDC, and 24 VDC for external devices that require DC voltage.
USB Ports	Five (5) (2 front/3 rear) mounted USB ports are provided for connection to a remote touch screen, keyboard or mouse.
Ethernet	Four (4) Ethernet connectors are provided on the rear panel for connection to a LAN switch, these are required for proper SCU operation. Two (2) Ethernet connectors are provided on the rear panel for connection to a customer wide-area network (WAN) for communication to the central servers.

3 FRONT PANEL CONNECTORS AND CONTROLS

SCU front panel connectors and controls are displayed in **Figure 1**.

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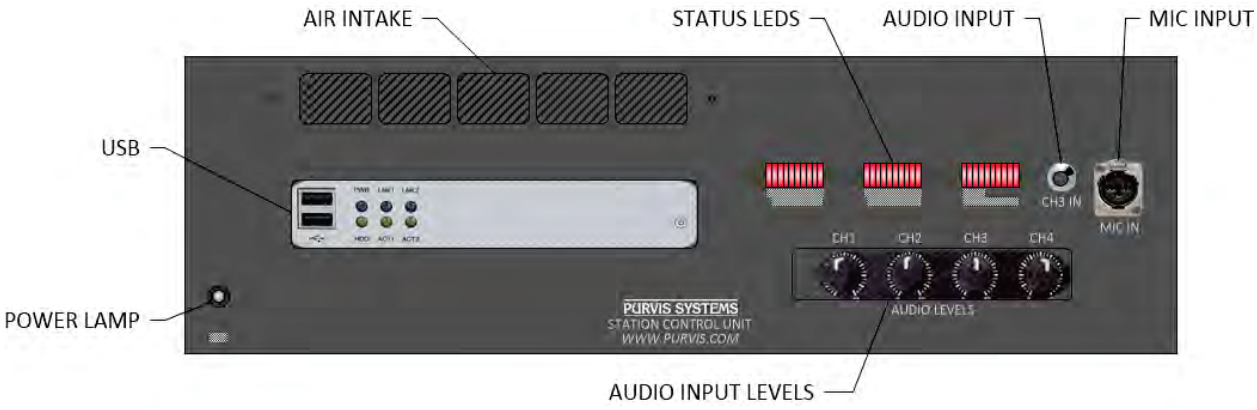


Figure 1 - SCU Front Panel

4 Rear Panel Connectors and controls

SCU rear panel connectors and controls are displayed in **Figure 2.**

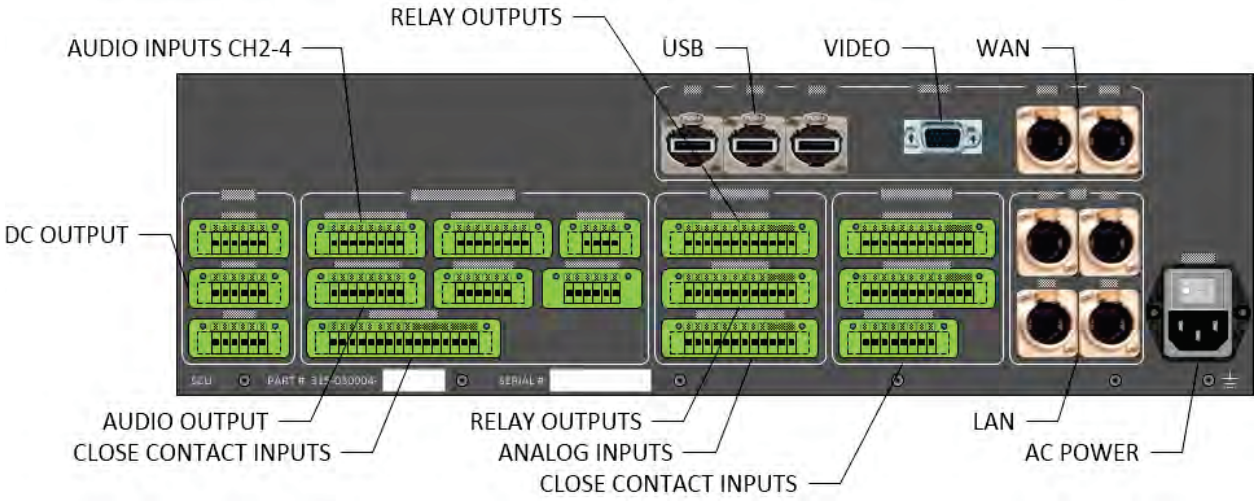
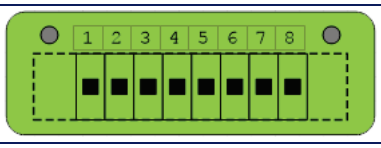


Figure 2 - SCU Rear Panel

5 Connector Pinouts

SCU connector pinouts are provided in **Table 2.**

Table 2 – SCU Connector Pinouts

J1-1 UNBAL AUDIO INPUT		
Unbalanced Audio Input Channels 2-4.		
Pins	**Description**	

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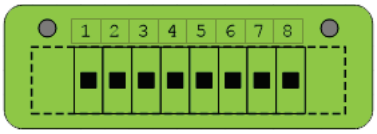
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1	*Input CH1 Signal + Reserved for SCU Audio
2	*Input CH1 Signal GND - Reserved for SCU Audio
3	Input CH2 Signal +
4	Input CH2 Signal GND -
5	Input CH3 Signal + Also available on front panel
6	Input CH3 Signal GND - see front panel
7	Input CH4 Signal +
8	Input CH4 Signal GND -

J1-2 CHx to OUT on FAULT

Place jumper between pins to route audio to the output.

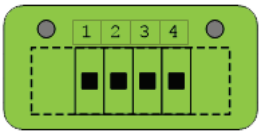
Pins	Description
1	Channel 1 Audio Jumper 1 to 5
2	Channel 2 Audio Jumper 2 to 6
3	Channel 3 Audio Jumper 3 to 7
4	Channel 4 Audio Jumper 4 to 8
5	Channel 1 Audio Jumper 1 to 5
6	Channel 2 Audio Jumper 2 to 6
7	Channel 3 Audio Jumper 3 to 7
8	Channel 4 Audio Jumper 4 to 8



J1-3 25/70/100

Matches a 100, 70 or 25 volt speaker line to any unbalanced line-level audio input. 100, 70, or 25 volt speaker line is wired to pins 3 and 4. The unbalanced output would be wired to an appropriate J1 input.

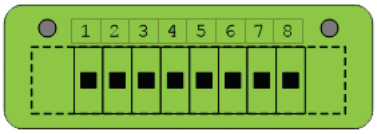
Pins	Description
1	Output Unbalanced Signal +
2	Output Unbalanced Signal -
3	Input Speaker Line +
4	Input Speaker Line -



J1-4 Audio out

Pins 1 and 5, unbalanced signal output is typically field wired to self-amplified speakers, FSAS AXM, or amplifier.

Pins	Description
1	Output Switched Unbalanced Signal +
2	NA
3	Output Switched Balanced Signal +
4	Output Always Active Unbalanced Signal +
5	Output Switched Unbalanced -
6	Output Switch Balanced -

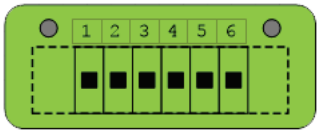


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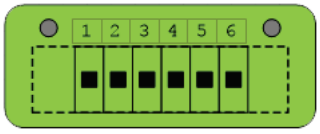
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7	Output Balanced Shield GND	
8	Output Always Active Unbalanced -	

J1-5 BAL IN	
Converts a balanced signal to unbalanced signal. Balanced signal would be wired to pins 4, 5 and 6. The unbalanced output would be wired to an appropriate J1 input.	
Pins	**Description**
1	Output Unbalanced Signal +
2	Output Unbalanced Signal -
3	NA
4	Input Balanced MIC +
5	Input Balanced MIC -
6	Input Balanced MIC Shield



J1-6 MIC IN/OUT*	
Balanced Microphone Input for paging microphone.	
Pins	**Description**
1	Input Balanced MIC Shield
2	Input Balanced MIC +
3	Input Balanced MIC -
4	Input Balanced MIC Shield
5	Output Unbalanced MIC +
6	Output Unbalanced MIC -
*Note: The MIC input is also available via the front panel XLR Connector.	



J1-7 Close Contact Inputs 1-8	
Close Contact Inputs for monitoring dry contact inputs.	
Pins	**Description**
1	Input #1 Close Contact (5VDC) +
2	Input #1 Close Contact (GND) -
3	Input #2 Close Contact (5VDC) +
4	Input #2 Close Contact (GND) -
5	Input #3 Close Contact (5VDC) +
6	Input #3 Close Contact (GND) -
7	Input #4 Close Contact (5VDC) +
8	Input #4 Close Contact (GND) -
9	Input #5 Close Contact (5VDC) +
10	Input #5 Close Contact (GND) -
11	Input #6 Close Contact (5VDC) +
12	Input #6 Close Contact (GND) -
13	Input #7 Close Contact (5VDC) +

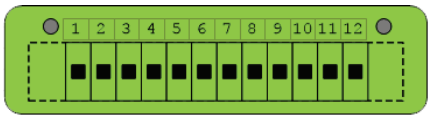


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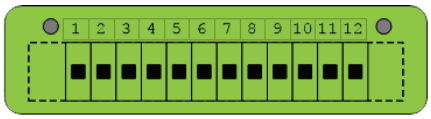
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14	Input #7 Close Contact (GND) -	
15	Input #8 Close Contact (5VDC) +	
16	Input #8 Close Contact (GND) -	

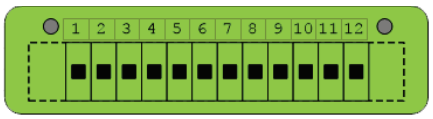
J2-1 Relay Outputs 1-4		
General Purpose relay outputs providing both Normally Open and Normally Closed contacts.		
Pins	**Description**	
1	Output Relay 1 NC Contact	
2	Output Relay 1 Common	
3	Output Relay 1 NO Contact	
4	Output Relay 2 NC Contact	
5	Output Relay 2 Common	
6	Output Relay 2 NO Contact	
7	Output Relay 3 NC Contact	
8	Output Relay 3 Common	
9	Output Relay 3 NO Contact	
10	Output Relay 4 NC Contact	
11	Output Relay 4 Common	
12	Output Relay 4 NO Contact	



J2-2 Relay Outputs 5-8		
General Purpose relay outputs providing both Normally Open and Normally Closed contacts.		
Pins	**Description**	
1	Output Relay 5 NC Contact	
2	Output Relay 5 Common	
3	Output Relay 5 NO Contact	
4	Output Relay 6 NC Contact	
5	Output Relay 6 Common	
6	Output Relay 6 NO Contact	
7	Output Relay 7 NC Contact	
8	Output Relay 7 Common	
9	Output Relay 7 NO Contact	
10	Output Relay 8 NC Contact	
11	Output Relay 8 Common	
12	Output Relay 8 NO Contact	



J2-3 Analog Inputs 1-6		
Analog Inputs – Currently used for manual activation operations only.		
Pins	**Description**	
1	Input #1 Analog (5VDC) +	
2	Input #1 Analog (GND) -	
3	Input #2 Analog (5VDC) +	

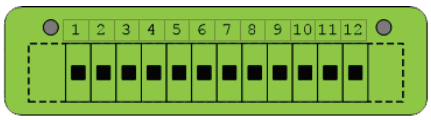


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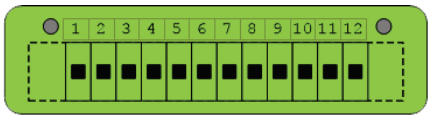
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4	Input #2 Analog (GND) -	
5	Input #3 Analog (5VDC) +	
6	Input #3 Analog (GND) -	
7	Input #4 Analog (5VDC) +	
8	Input #4 Analog (GND) -	
9	Input #5 Analog (5VDC) +	
10	Input #5 Analog (GND) -	
11	Input #6 Analog (5VDC) +	
12	Input #6 Analog (GND) -	

J3-1 Close Contact Inputs 9-14		
Close Contact Inputs for monitoring dry contact inputs.		
Pins	**Description**	
1	Input #9 Close Contact (5VDC) +	
2	Input #9 Close Contact (GND) -	
3	Input #10 Close Contact (5VDC) +	
4	Input #10 Close Contact (GND) -	
5	Input #11 Close Contact (5VDC) +	
6	Input #11 Close Contact (GND) -	
7	Input #12 Close Contact (5VDC) +	
8	Input #12 Close Contact (GND) -	
9	Input #13 Close Contact (5VDC) +	
10	Input #13 Close Contact (GND) -	
11	Input #14 Close Contact (5VDC) +	
12	Input #14 Close Contact (GND) -	



J3-2 Close Contact Inputs 15-20	
Close Contact Inputs for monitoring dry contact inputs.	
Pins	**Description**
1	Input #15 Close Contact (5VDC) +
2	Input #15 Close Contact (GND) -
3	Input #16 Close Contact (5VDC) +
4	Input #16 Close Contact (GND) -
5	Input #17 Close Contact (5VDC) +
6	Input #17 Close Contact (GND) -
7	Input #18 Close Contact (5VDC) +
8	Input #18 Close Contact (GND) -
9	Input #19 Close Contact (5VDC) +
10	Input #19 Close Contact (GND) -
11	Input #20 Close Contact (5VDC) +
12	Input #20 Close Contact (GND) -



J3-3 Close Contact Inputs 21-24	

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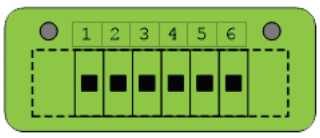
Close Contact Inputs for monitoring dry contact inputs.	
Pins	**Description**
1	Input #21 Close Contact (5VDC) +
2	Input #21 Close Contact (GND) -
3	Input #22 Close Contact (5VDC) +
4	Input #22 Close Contact (GND) -
5	Input #23 Close Contact (5VDC) +
6	Input #23 Close Contact (GND) -
7	Input #24 Close Contact (5VDC) +
8	Input #24 Close Contact (GND) -



J5-1 24VDC	
24VDC output for external devices requiring power, max power available 7.5 Amps @ 24VDC, 150 Watts.	
Pins	**Description**
1	+24VDC
2	+24VDC
3	+24VDC
4	GND
5	GND
6	GND



J5-2 12VDC	
12VDC output for external devices requiring power, max power available 15 Amps @ 12VDC, 150 Watts.	
Pins	**Description**
1	+12VDC
2	+12VDC
3	+12VDC
4	GND
5	GND
6	GND



J5-3 5VDC	
5VDC output for external devices requiring power, max power available 25 Amps @ 5VDC, 125 Watts.	
Pins	**Description**
1	+5VDC
2	+5VDC
3	+5VDC
4	GND
5	GND
6	GND



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ETH1, ETH2, ETH3, ETH4, WAN1, WAN2		
Ethernet Connectors		
Pins	**Description**	
1	TX+(WHT/ORG)	
2	TX-(ORG)	
3	RX+(WHT/GRN)	
4	TRD2+(BLU)	
5	TRD2-((WHT/BLU)	
6	RX-(GRN)	
7	TRD3+(WHT/BRN)	
8	TRD3-(BRN)	



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PURVIS SYSTEMS

Specifications

	N2	N2+	
Form Factor	Board Dimensions: 90mm x 90mm x 17mm Heatsink Dimensions: 100mm x 91mm x 25mm Weight: 190g including heatsink	Heatsink Dimensions: 100mm x 91mm x 18.75mm Weight: 200g including heatsink	
Processor	Amlogic S922X Processor (12nm) Quad-core Cortex-A73(1.8Ghz) and Dual-core Cortex-A53(1.9Ghz) ARMv8-A architecture with Neon and Crypto extensions Mali-G52 GPU with 6 x Execution Engines (800Mhz)	Quad-core Cortex-A73(up to 2.4Ghz) and Dual-core Cortex-A53 (up to 2Ghz)	
Memory	DDR4 4GiB or 2GiB with 32-bit bus width Data rate: 2640 MT/s (PC4-21333 grade) 1.2Volt low power design		
Storage	1 x eMMC connector (8G, 16G, 32G, 64G and 128G are available) 1 x microSD slot (DS/HS modes up to UHS-I SDR104)		
Networking	1 x GbE LAN (Local Area Network) ports (RJ45, supports 10/100/1000 Mbps) - Realtek RTL8211F (Ethernet transceiver) - LED indicators * Green LED: Flashing by data traffics at 100Mbps connection * Amber LED: Flashing by data traffics at 1000Mbps connection Optional WiFi USB adapters		
Video	1 x HDMI 2.0 (up to 4K@60Hz with HDR, CEC, EDID) 1 x Composite video (3.5mm jack)		
Audio	1 x Stereo Audio line-out (3.5mm jack) 1 x HDMI digital output 1 x Optional SPDIF optical output		

	N2	N2+
External I/O	4 x USB 3.0 Host ports (shares one single root hub) 1 x USB 2.0 OTG port for Host or Device mode. (No power input) 1 x Debug serial console (UART) 1 x Peripheral Expansion Header (40-pin, 2.54mm pitch) - 2 x DC 5V, 2 x DC 3.3V, 1 x DC 1.8V, 8 x GND - 1 x SPI - 1 x UART - 2 x I2C - 25 x GPIO (Max) - 2 x ADC input (10bit, 1.8V Max) - All 3.3V I/O signal level except for ADC input at max 1.8Volt.	
Other features	On board RTC(Real Time Clock) IC to keep date and time 8MiB SPI Flash for future BIOS implementation IR receiver for remote controller Built with a large passive heatsink System LEDS Indicators: - Red (PWR) – Solid light when DC power is connected - Blue (ALIVE) – Flashing like heartbeat while Kernel is running. Active Cooling Fan Connector (5V 2-pin) - Connector (2-pin, 1.25mm pitch)	A CR2032 coin battery holder was replaced with the 2-pin 1.25mm pitch connector. No battery is included in the board. Please purchase the very common CR2032 from your local store. You can keep the RTC time up to several years with a 200mAh CR2032 battery.
Power	1 x DC jack : outer (negative) diameter 5.5mm, inner(positive) diameter 2.1mm DC 7.5V ~ 18V (up to 25W) - DC 12V/2A power adapter is recommended Power consumption: - IDLE : ≃ 1.9W (Performance governor) - CPU Stress : ≃ 5.5W - Power-off : ≃ 0.2W	1 x DC jack : outer (negative) diameter 5.5mm, inner(positive) diameter 2.1mm DC 7.5V ~ 18V (up to 25W) - DC 12V/2A power adapter is recommended Power consumption: - IDLE : ≃ 2.2W (Performance governor) - CPU Stress : ≃ 5.9W (@2016/2208MHz), 6.2W (@2016/2400MHz) - Power-off : ≃ 0.2W

Essential performance. Enticingly priced.

NEC E Series



LED-Backlit, 4K UHD LCD Displays
Ideal for Education, Corporate and Digital Signage Applications

Highlights

The Essentials

With a brilliant 4K UHD* panel and simplified controls, the NEC E Series delivers everything you need for captivating digital signage.

- Integrated USB Media Player allows for playback of video, audio and picture files and additional USB Port for 5V/3A power delivery
- Ultra high definition panel (3840 x 2160)* and high contrast ratio with local dimming provides stunning imagery.
- Built-in tuner allows for high-definition broadcast capabilities
- Integrated LAN port for network control over IP
- 3-year warranty protects your investment
- Supports Audio/Video Mute Setting, and can also be muted individually
- External Power Supply at USB-C (5V/3A Max) for direct connection to external IoT devices such as Raspberry Pi using a USB-C cable***

The Extras

Delivering more than just the basics, the NEC E Series has integrated features that will leave no head unturned

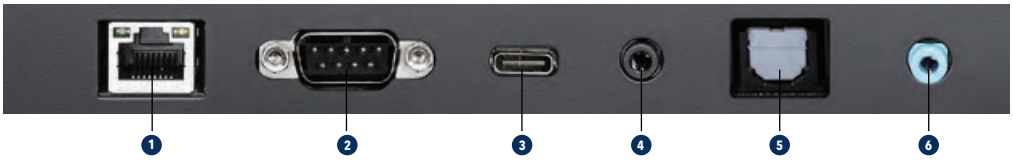
- LED backlighting enables eco-friendly digital signage
- Simple 24-hour scheduler feature allows for programmable on/off times
- Multiple HDMI ports enhance best-in-class connectivity
- Internal, 10W** down-firing stereo speakers enhance the experience with superior sound
- Ability to wake the display simply by plugging HDMI or VGA into the unit
- Tilt Installation (-10°~10°) The display can be tilted back and forth to install it at desired angle
- Embedded Joystick key for an intuitive operation by showing key guidance on screen

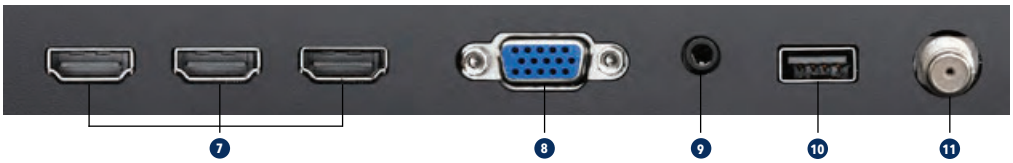
*E328 has FHD (1920 x 1080) resolution
**E328 has integrated 5W x 2 down-firing speakers
*** When using this function, "Power Supply" has to be set to [ON] in OSD

MODEL		E328	E438	E498	E558	E658
LCD MODULE	Panel Technology	IPS				
	Viewable Image Size	31.5"	42.5"	48.5"	54.6"	64.5"
	Native Resolution	1920 x 1080	3840 x 2160			
	Brightness (Typical/Minimum)	350 cd/m² / 320 cd/m²				
	Contrast Ratio (Typical)	8,000:1 (Out of the box conditions, local dimming ON)				
	Viewing Angle	178° Vert., 178° Hor. (89U/89D/89L/89R)				
	Aspect Ratio	16:9				
	Displayable Colors	16.7 Million	Over 1.07 Billion			
	Orientation	Landscape				
CONNECTIVITY	Input Terminals					
	Digital	HDMI x3 (2.0)*				
	Analog	VGA (mini 15pin D-SUB) - Component VGA share (D-SUB) - Composite (mini jack 3.5mm)				
	Audio	Audio Mini Jack 3.5mm				
	External Control	LAN, RS232C**				
	Tuner	Integrated ATSC (8-VSB, Clear-QAM)/NTSC Coaxial Tuner				
	USB Type-A port	USB Media Player (5V/500 mA)				
	USB Type-C port	Power Supply (5V/3A)				
	Audio	Audio Mini Jack 3.5mm				
	Output Terminals					
	Audio	SPDIF / Audio Mini Jack 3.5mm (for headphones)				
	Speaker Rating	Integrated 5W x 2	Integrated 10W x 2			
POWER CONSUMPTION	On (Typ/Max Brightness/All Max)	31W/41W/80W	72W/84W/130W	109W/129W/180W	105W/125W/180W	144W/174W/220W
	Network Standby	2W				
	Standby	0.5W				
	Current Rating	0.9A - 0.4A @ 100V - 240V	1.5A - 0.6A @ 100V - 240V	2.1A - 0.8A @ 100V - 240V	2.1A - 0.8A @ 100V - 240V	2.5A - 1.0A @ 100V - 240V
PHYSICAL SPECIFICATIONS	Bezel Width (L/R, T/B)	12.5mm/12.5mm/12.5mm/13.9mm				13.0mm/13.0mm/13.0mm/14.4mm
	Net Dimensions (Without Stand; W x H x D)	"28.61 x 16.63 x 2.64 in. 726.6 x 422.4 x 67.1 mm"	38.3 x 22.04 x 2.80 in. 970.2 x 559.8 x 71.0 mm	43.42 x 24.98 x 2.82 in. 1102.8 x 634.4 x 71.6 mm	48.76 x 27.98 x 2.83 in. 1238.6 x 710.8x 72.0 mm	57.38 x 32.83 x 2.87 in. 1457.5 x 883.9 x 73.0 mm
	Net Weight (Without Stand)	5.7kg / 12.5lbs.	10.2kg / 22.4lbs.	12.1kg / 26.7lbs.	16.8kg / 37.0lbs.	23.3kg / 51.3lbs.
	VESA Hole Configuration	100 x 100	200 x 400			400 x 600
ENVIRONMENTAL CONDITIONS	Operating Temperature	0 - 40 °C / 32 - 104 °F				
	Operating Humidity	20-80% (without condensation)				
	Operating Altitude	0 - 3000m (0 - 9843ft)				
LIMITED WARRANTY		3 years Advanced Replacement***				
ADDITIONAL FEATURES		Energy Star 8.0, Naviset Administrator 2 Compatible, Wake on Video Signal, ON/Off Schedule Function, Built-In Closed-Captioning (TTS), V-Chip Functionality, USB Media Player (UHD Support except for E328), Integrated Speakers, HDR Gamma, IP Addressable, External Control through RS232, Crestron Connected Compatible				
SHIPS WITH		3.0m AC Power Cable, 3.0m HDMI Cable, IR Remote Control, Batteries				
OPTIONAL ACCESSORIES		Table Top Stand (ST-32E2), All OPS PC's when coupled with the OPS-DOCK			Table Top Stand (ST-55E), All OPS PC's when coupled with the OPS-DOCK	

* E238: 4K Signal is downscaled and displayed at FHD
** LAN and RS-232C communication is unilateral when the display is in standby. The only supported command in this mode is Power On. Once on, the display will send feedback information. Ping via IP address is available in standby
*** Warranty restrictions apply. Contact your representative for details.

1. LAN port (RJ-45)
2. RS-232C (9-pin D-SUB)
3. USB Type-C port (power supply 5 V/3 A)
4. Headphone terminal (stero mini jack)
5. Digital audio output terminal
6. AV input terminal
7. HDMI1 (ARC), HDMI2, HDMI3 In
8. VGA In (15-pin D-SUB)
9. Audio input terminal (stero mini jack)
10. USB Type-A port
11. ANT / Cable







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Cat.No. 25.NEC.80.GL.UN.388 | rev. 04.12.2021

Request for Proposals (RFP)

Fire Alerting System Implementation – City of Midland, Fire Department

Solicitation Date: 08/20/2025 Time: 8:00 a.m.

Respondents must ensure the City of Midland (City) receives proposals by the required date and time. It shall be the respondent's sole risk to ensure submission by the designated time.

Interested respondents may obtain the solicitation package by downloading the materials from the City's purchasing website. For assistance resolving issues obtaining a copy of the solicitation documents from the City website, please contact purchasing@midlandtexas.gov.

Interested respondents must submit all questions about the RFP electronically to purchasing@midlandtexas.gov per the communication instructions the RFP outlines. Communications with other City staff may disqualify respondents from the evaluation process.

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1 RFP Introduction and Background

1.1 Introduction

The City is initiating this Request for Proposals (“RFP”) to solicit sealed bid proposals from qualified professional firms (“Vendors”) to provide all labor, equipment, materials, installation, testing, commissioning, training, maintenance and support costs for the work required to provide, install, provision, configure and support of the Fire Alerting System at the City of Midland, Fire Department’s 11 Stations and Two dispatch centers at Police and Communications Center and Airport Dispatch Center.

1.2 Scope of Work

The selected vendor shall provide a turnkey solution that includes, but is not limited to:

- Design and deployment of a comprehensive Fire Station Alerting System
- Integration with existing Computer-Aided Dispatch (CAD) systems (ONESolution – Central Square)
- Integration with the Motorola Astro P25 Systems
- Integration with the dispatch centers at Police and Communications Center Dispatch, Airport - -Communications Dispatch, (CommandCentral AXS Console)
- Equipment delivery, installation, and configuration at 11 fire stations
- Installation of the equipment and Systems through a Qualified and approved third party vendor if required, should be arranged or suggested by the Vendor
- Network, Displays, audio/visual alerting hardware and all related equipment

- Audio Alerts, pronunciation, phonetics, voice tones should be like human near voices, clearly understandable and configurable as per requirements
- Integration with PA systems, lights, tones, and station alerting speakers
- TV monitors should be installed in the day rooms to display the real-time status and activity of other fire units
- Provide and configure portable tablets for management and chief-level personnel to manage and control the Fire Alerting System dashboard, if such functionality is supported by the system.
- Redundant and fail-safe communication paths
- User training for fire personnel and system administrators
- Support, documentation, post-implementation service, and continuous support

The scheduled on-site visits are planned for the following dates, unless alternative arrangements have been made directly with individual vendors based on their availability and convenience. For scheduling or any question related to Site Walkthrough vendors can coordinate with the following contact.

If a vendor misses the scheduled site walkthrough because they were not previously involved or informed, an additional walkthrough can be arranged for vendors who were notified later and are unable to attend the initial session.

Proposed Schedule: (Vendor Site Walkthrough)

Thursday, August 21st, 2025
Friday, August 22nd, 2025 (if needed)
9:00 AM to 4:00 PM
All Fire Stations (coordinated walkthrough)

Contact Person:

Mansoor Chaudhary
Information Technology Services
IT Operations Manager

O: (432) 685-7187
601 N Loraine St,
City of Midland, TX, 79701
mmansoor@midlandtexas.org

1.3 Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow, which is subject to change at the City's discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP addenda prior to the submittal deadline.

	RFP Schedule of Events
No.	**Event Projected Date**
1	RFP Published 08/20/2025
2	Deadline for Questions from Vendors 09/12/2025 at 05:00 p.m. CT
3	Deadline for Proposal Submissions from Vendors 10/01/2025 at 02:00 p.m. CT
4	Reference Checks and Proposal Evaluation: 10/02/2025 – 10/10/2025
5	Notification of Awards – 10/24/2025

1.4. Prequalification of Vendors

The City has not employed a prequalification process. No vendors are either prequalified or precluded from responding to this RFP. The City has not

engaged in any formal discussions with vendors leading up to the issuance of this RFP.

1.5. Minimum Qualifications

For the City to evaluate and consider proposals for award, the City must deem proposals responsive to this RFP as determined at the discretion of the City Evaluation Committee. To be deemed responsive, the submitted proposal documents must confirm in all material respects to the requirements stated in the RFP and all related to the Standard Fire Alerting System, and proposers must document and validate the capability to fully perform all requirements defined by the RFP, related to a Standard Fire Alerting System and Standards set by the Governmental and Industry related bodies. Factors to be considered in connection

1.6. Questions and Inquiries

It is the responsibility of the respondents to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation prior to the question period closing. All questions concerning the RFP must be submitted via email only to the City's RFP point of contact (purchasing@midlandtexas.gov). Questions and answers will be issued in accordance with the RFP requirements regarding amendments and addenda. The City considers questions and answers the City publishing publicly through addenda as the only binding responses.

Respondents shall not contact other City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the proposal submission. The decision to reject a proposal is solely that of the City.

1.7. Amendment and Addenda

The City will document all clarifications, corrections, or revisions to this RFP in an addendum, which the City will publish publicly on the City website. The City considers only questions and answers in an addendum part of the RFP. The City reserves the right to revise the RFP prior to the deadline for proposal submissions.

The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period. Vendors own responsibility for monitoring the City website for the periodic posting of addenda prior to the submittal due date.

1.8. Non-Warranty of RFP Information

The City has exercised due care and diligence while preparing this RFP, and the City believes all information herein to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein rests solely on the party submitting a proposal. The City, City representatives, and City agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for failure on the part of any respondents to verify the information herein.

2.0 Project Scope

2.1. Description of Requested Services

The City is soliciting proposals from respondents capable of meeting the City's requirements for implementation of the Fire Alerting System at 11 Fire Stations and two dispatch centers. The selected Vendor shall provide the Scope of Work outlined in Section 1.2.

Vendors are advised that each fire station may have unique requirements based on its layout, number of rooms, number of dorms, vehicles, the quantity and type of devices needed. Vendors are expected to assess these on-site conditions and clearly identify any station-specific needs in their proposals.

If vendors have questions during the evaluation process or require additional information about specific sites, they may coordinate with purchasing department's contact as mentioned above.

The following attachments are included to provide requirements and addresses of the Fire Stations.

Attachment 1 – Requirements Matrix

Attachment 2 – Fire Stations and Dispatch Centers Locations and Addresses

2.2. Requested Qualifications

The City requests that the Vendor have prior experience with implementation of the Fie Alerting Systems. The City values experience with Fire Alerting System's Installation, Configurations, training, Maintenance and Continuous Support. The City values experience with providing the systems as per the Industry's approved Standards and Regulations.

2.3. Personnel

All the selected respondents' personnel under the contract shall possess the necessary skills, experience, and knowledge to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify the selected respondent and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, the selected respondent must remove from the project and replace the personnel that the City deems unsuitable for the project with a resource possessing the necessary skills,

experience, and knowledge, to perform their assigned duties in a satisfactory manner.

3. Proposal Evaluation and Award

3.1. Evaluation Process

The following section outlines the City's proposal evaluation process. The City reserves the right to deviate from this process at its own discretion, to negotiate any and all elements of the RFP, to amend, modify, or withdraw the RFP, to revise any requirements under the RFP, to require supplemental statements of information from any Respondent, to extend the deadline for submission of Proposals, to cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, to request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, to award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for the City, and/or to waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked respondent. The City may exercise the foregoing rights at any time without notice and without liability to any respondent, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

3.2. Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City Evaluation Committee considering the evaluation criteria set forth below. Failure of a respondent to respond to such a request for additional information or clarification may result in rejection of the proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from respondents.

3.3. Evaluation Criteria

The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. Vendor proposals should be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City:

The City will evaluate proposals based on the following weighted criteria:

- Technical capabilities and compliance with requirements – 30%
- Experience with public safety agencies and prior alerting projects – 25%
- Implementation methodology and timeline – 20%
- Cost effectiveness and completeness of pricing – 15%
- Warranty and post-installation support – 10%

3.4. No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Respondent or other party. The City reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the City or to accept or reject all or any part of any Proposal.

Proposals deemed to be received from debarred or suspended Vendors will be rejected. The City may reject any Proposal that is not responsive to all the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components included in this RFP. In addition, the City reserves the right to make one or more awards to competing Respondents for subsets of services because of this RFP. The City also reserves the right to refrain from making an award if it determines it

to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The City reserves the right to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices or scope submitted. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

3.5. Offer Held Firm

Unless otherwise specified, all proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving proposals. At the end of the 180 calendar days the proposal may be withdrawn at the written request of the proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

3.6. Contract Negotiation

After final evaluation, the City may negotiate with the Respondent(s) of the highest-ranked Proposal. If any Respondent fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Respondent of the next highest-ranked Proposal or terminate negotiations with any or all Respondents. If contract negotiations are commenced, they may be held at City office locations or via teleconference. If contract negotiations are held, the Respondent will be responsible for all of Respondent’s costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

3.7. Failure to Negotiate

If the selected Respondent:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith

3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Respondent and the City, after a good-faith effort, cannot come to terms The City may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. At any point in the negotiation process, the City may, at is sole discretion, terminate negotiations with any or all Respondents.

3.8. Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the City and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by the City, and such other terms and conditions as the City deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in the RFP attachments for the various cost types. The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Respondent, subject to contract negotiations with the City, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties.

3.9. Contract Approval

The City's obligation will commence only following the parties' execution of the Contract. The City will not be responsible for any work done or expense incurred by the selected respondent or any subcontractor, even such work that was done or such expense that was incurred in good faith, if it occurs prior to the Contract start date set by the City.

4. Submittal Response Format

4.1. General Instructions

Respondents must follow the instructions in this section when submitting proposals. The City may disqualify offers that do not comply with all instructions contained herein.

• Deadline: The deadline for Proposal submissions is established in Section 1.3. It will be the sole responsibility of the Respondent to submit its Proposal to the City before the closing deadline.

• Offerors must submit proposal via the E-procurement system or one (1) version of the proposal in separate three-ring binders to the Office of the City Secretary. No emails will be accepted for proposal submission.

• Electronic Media Proposal File Formats and Naming: Respondents shall submit along with the hard copy proposals, one (1) electronic version of the proposal on separate removable devices (e.g., thumb drive).

• Amendment of Proposals: Respondents may amend proposals prior to the deadline set for receipt of Proposals. In the event an addendum is issued, and a respondent has previously submitted a proposal in response to this RFP, the respondent must notify the City via email of the need to submit an amendment and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the City.

• Delivery/Mailing Instructions: Sealed proposals must be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for proposals is contained in the following table.

• Except for trade secrets and confidential information that the Respondent identifies as proprietary, all Proposals will be open for public inspection after the contract award.

4.2. Proposal Organization Guidelines

The City encourages Respondents to organize the proposal according to the following components:

4.3. Content for Proposal Components

The City requests that Respondents include the following information for each reference:

1 – Company Introduction

2 – Project Understanding

3 – Project Approach and Description of Service Fulfillment

4 – Qualifications

5 – References

6 – Pricing The City requests that Respondent provide pricing detail based on the service description.

4.4. Incurred Expenses

There is no express or implied obligation for the City to reimburse respondents for any costs or expenses incurred in preparing proposals in response to this RFP, and the City will not reimburse respondents for these costs or expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these services. The City will not reimburse any costs or expenses associated with Site Visits. The City is not responsible for any costs incurred by a respondent in preparing and/or submitting a Proposal in response to this RFP.

4.5. Authorized Signatures

The vendor or duly authorized partner of the partnership or duly authorized officer of the corporation must personally execute the proposal. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

4.6. Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and proposals or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

4.7. Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the City for the respondent's use is the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiary.

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

> Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE

OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

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

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

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

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

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

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

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

Form+ provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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 the Texas Government Code Section 2252.908, et seq., as amended. The 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.

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

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.

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

Commercial General Liability (including Contractual liability):

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

$1,000,000.00 per occurrence

-Property Damage: $500,000.00 per occurrence

Business Automobile Liability: $250,000.00 combined single limit

Personal Injury and Property Damage

Worker's Compensation: Statutory limits

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

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

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

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claim 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 claim 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 claim 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-NOT WITH STANDING 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. An 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 respondent 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 the rights, obligations and liabilities applicable to it as such an 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. The 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. The 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 of if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. The 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.

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:

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

Attachment 1

Category	Requirement	Details / Answers Provided	Notes / Considerations
General Operations & Alerting	Replace current system	Currently using Zetron; to be replaced	Goal is modern, scalable alerting
	Voice dispatch clarity	Clear, proper pronunciation required	TTS with proper pronunciation essential
	Preferred alerting format	Both live dispatch audio & TTS	Dual delivery preferred
	Pre-alert tones	Required	To reduce response time preparation
	Ramp-up tones / stress control	Required	Stress-reducing tones needed
	Alert fatigue concern	Yes	Needs intelligent, targeted alerting
Station Layout & Zoning	Zone-specific alerting	Required, programmable & adjustable	e.g., night alerts only in sleeping quarters
	Existing speakers / devices	Need installation	Full station coverage required
	Visual alerting	Yes (strobes, signage)	Accessibility-focused visual cues
CAD Integration	CAD system	To integrate with existing CAD	Motorola or Hexagon
	Alert trigger mechanism	CAD + manual override	CAD-based + dispatch backup + app-based override
	Station control automation	Desired (CAD triggered)	Phase 2: auto door open, HVAC, lights
	Redundancy / failover	Required	Mobile app-based fallback required
Station Automation	Bay door automation	Phase 2	Not in initial rollout
	HVAC, lights, sensors	Phase 2	Optional for future
	Vehicle presence / sensors	Phase 2	Future capability
	Response logging	Phase 2	Optional for analytics phase
User Interface & Control	**Touch panels**	**Required**	**Durable, likely wireless**
	Acknowledge/silence alerts	Required by firefighters	Local acknowledgment control needed
	Supervisor dashboard	Required + mobile app	Especially for chief and key staff

Category	Requirement	Details / Answers Provided	Notes / Considerations
Mobile Alerts	Alert methods	SMS, mobile app	Dedicated/outsourced SMS gateway needed
	Off-duty personnel alerts	Optional	User-based configuration
	Shift-wide notifications	Optional	Configurable if needed
Accessibility & Audio/Visual	LED signage / strobes	Required	For hearing-impaired accessibility
	PA system integration	Required	Full-station integration
	Multi-language support	Not required	English only
Maintenance & Support	Hosting model	Most likely on-premise (VM-based)	IT Dept to decide
	System support	By IT	Troubleshooting supported by IT staff
	24/7 Tech Support	Required	Vendor must offer full support
Scalability	Expansion plans	No new stations planned now	Future scalability required
	Centralized management	Required in future phases	Single pane-of-glass administration
	Future AI/analytics integration	Yes (later phases)	Must support modular evolution
Installation Constraints	Existing infrastructure reuse	Nothing reusable	Full replacement required
	Construction challenges	Some stations have concrete blocks	Installation difficulty in some areas
	Preferred tech (wired/wireless)	Wireless preferred	Flexibility in retrofitting
Compliance & Standards	NFPA 1225/1221	Must be considered	US national standards apply
	Local codes	Must be followed	All applicable local codes apply
Existing System Feedback	Major complaints	Maintenance, scalability, integration, pronunciation	Replacement must address all
	Features to retain	None	Full system replacement desired
	Alert failures	Not confirmed	Must ensure reliability
Special Considerations	Tone differentiation by vehicle type	Required	EMS, fire truck, water tank – different tones
	Control panel design	Durable wireless touch panels	Ease of access & durability required

Attachment 2

City of Midland, TX, Fire Stations and Dispatch Centers Addresses:

Station	Address
Station 1	1500 W Wall Street, Midland, TX 79701
Station 2	701 E Florida Avenue, Midland, TX 79701
Station 3	1707 N Lamesa Road, Midland, TX 79701
Station 4	5100 N Big Spring Drive, Midland, TX 79705
Station 5	2200 W Golf Course Road, Midland, TX 79701
Station 6	301 Tradewinds Boulevard, Midland, TX 79706
Station 7 (Airport)	2507 Pliska Drive (Midland International Airport), Midland, TX 79706
Station 8	3301 Haynes Avenue, Midland, TX 79705
Station 9	6005 N Midland Drive, Midland, TX 79707
Station 10	4501 Sinclair Avenue, Midland, TX 79703
Station 11	6600 Briarwood Avenue, Midland, TX 79707
Dispatch-1	PCC – 601, N Loraine St, Midland, TX 79701
Dispatch-2	Midland International Airport, Midland, TX 79706

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 72.

Offeror/ COMPANY: PURVIS Systems Incorporated

SIGNATURE (INK): [signature]

NAME: (TYPED/PRINTED) Rick Foster

TITLE: Vice President, Public Safety Business Unit

STREET: 88 Silva Lane

CITY/STATE/ZIP: Middletown RI 02842

TELEPHONE: 401-619-2469 FAX: 401-849-0121

E-MAIL ADDRESS: rfoster@purvis.com

PURVIS Systems

Contractor's Name

PROPOSAL
BAFO
Bid #25006623

To: Purchasing Manager
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the plans, specifications and contract documents, the location of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Materials Portion Incorporated Into Project $403,456.95 (Includes hardware & software) DOLLARS

Labor Portion Incorporated Into Project $229,535.95 DOLLARS

Other Costs Not Incorporated Into Project $15,655.00 (Includes shipping & handling & CAD Interface) DOLLARS

Total Proposal $648,647.90 DOLLARS

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid and he further agrees to commence work within ten (10) days after the date of written notice to do so and to substantially complete same within 207 calendar days.

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 Manager
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

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

BID WAIVERS:

A. **WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, 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 THE 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. 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, Bidder 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 fifty (150) days after the same has been sustained. The discovery rule does not

apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Bidder will settle, the physical and mailing addresses of Bidder at the time and date the claim was presented and the physical and mailing addresses of Bidder for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Bidder 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 Bidder that Bidder's notice is insufficient. The 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, Bidder's failure to comply with the requirements herein shall perpetually bar Bidder's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Bidder agrees that the requirements of this entire Contract are reasonable.

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.

SOVEREIGN IMMUNITY: By Executing this contract the City is not waiving its right of Sovereign immunity. the City is retaining its IMMUNITY from suit. the City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

PURVIS Systems		401-619-2469
Bidder	Authorized Signature	Telephone
88 Silva Lane, Middletown RI 02842	Rick Foster	401-849-0121
Address, City and State	Please Print above Name	Fax

Bidder's Enclosure Check List: (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

☐ PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (**Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision) including a waiver of subrogation as stated in the contract)** Will be provided upon award as required

☐ 5% BID BOND FOR CONTRACTS IN AMOUNTS OF $50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT).* **THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND AND PERFORMANCE BOND FOR BIDS OF $50,000 OR MORE. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING MANAGER. Call (432) 685-7234 for information.**
Attachment C is not included, therefore, this is not applicable.

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

***FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**

BAFO

PURVIS SYSTEMS

Technology Solutions with Peace of Mind



The PURVIS Fire Station Alerting System (FSAS)™ Solution

City of Midland, TX

Fire Station System Implementation

PURVIS Proposal PC2026-126R1

October 23, 2025

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1.0 BAFO PRICING

1.1 PRIMARY COST PROPOSAL – BEST AND FINAL OFFER (BAFO) PRICING

PURVIS Fire Station Alerting System

The BAFO pricing identified in the Primary Cost Proposal reflects a 3% discount applied to the proposed PURVIS FSAS hardware components, software, implementation and installation services. The discount is the same percentage offered to customers that purchase the PURVIS FSAS solution through our cooperative purchasing agreement contracts.

The itemized cost sheet below provides the total cost for the project based on the required scope of work identified in the RFP and can be expanded based on the City of Midland's needs. PURVIS recognizes that the City of Midland would like to expand on the proposed PURVIS FSAS solution and will work the City to identify those requirements and any costs associated with that effort. Our Alternate Cost Proposal identifies the costs for the base system (Primary Cost Proposal) and additional PURVIS FSAS components identified during the site visits with the City and can be modified/expanded based on the City's final set of requirements.

For cost saving purposes, our Cost Proposals assume that the City of Midland will provide virtual servers to host the PURVIS FSAS Central Server software. Our Cost Proposals also assume the City will supply the required MS SQL Database software for the virtual servers. Optionally, and at an additional cost, PURVIS can provide physical servers and the MS SQL database licenses required for the servers.

The virtual server specifications for the PURVIS FSAS are identified in the Appendix of our original submittal.

Proposed FSAS Components - Primary Response					
Dispatch Components					
Description	**PURVIS Part #**	**Qty**	**List Price**	**BAFO Price (3% Discount)**	**Grand Total**
Dispatch Management (DM) Console - Touch Screen	315-020104-131	2	$ 2,500.00	$ 2,425.00	$ 4,850.00
Radio Interface Unit (RIU) Six (6) Audio Channel - 3U	315-320003-131-6M	2	$ 8,750.00	$ 8,487.50	$ 16,975.00
RIU to Radio Cable - 1 Ch	315-321002-131	12	$ 425.00	$ 412.25	$ 4,947.00
Sub-Total of Dispatch Components					**$ 26,772.00**
Fire Station Components					
Description	**PURVIS Part #**	**Qty**	**List Price**	**BAFO Price (3% Discount)**	**Grand Total**
Station Control Unit (SCU)	315-030004-131	12	$ 19,500.00	$ 18,915.00	$ 226,980.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	12	$ 735.00	$ 712.95	$ 8,555.40
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	12	$ 45.00	$ 43.65	$ 523.80
Remote Touch Screen HDMI Video Kit-TX-RX	315-190400-131-RTS	12	$ 160.00	$ 155.20	$ 1,862.40
USB Extender, 1-Port	315-250202-131	12	$ 150.00	$ 145.50	$ 1,746.00
24 Port Unmanaged Network Switch	315-290005-131-LAN	12	$ 225.00	$ 218.25	$ 2,619.00
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	12	$ 1,670.00	$ 1,619.90	$ 19,438.80
Amplifier 1 Ch (70v) 250w (Includes Amplifier Input Module - Mono)	315-070304-131-250	12	$ 1,410.00	$ 1,367.70	$ 16,412.40
Amplifier Input Module - Mono	315-070600-131	1	$ 85.00	$ 82.45	$ 82.45
Turnout Timer 24" LED Display, 1 Line	315-210006-131-TT	20	$ 770.00	$ 746.90	$ 14,938.00
Message Board - 50" Monitor	315-190000-131-50	23	$ 1,170.00	$ 1,134.90	$ 26,102.70
Message Board HDMI Video Kit-TX-RX	315-190400-131-MB	12	$ 160.00	$ 155.20	$ 1,862.40
Message Board HDMI Video Receiver	315-190400-131-MB-RX	11	$ 105.00	$ 101.85	$ 1,120.35
Message Board Display Module	315-540201-131	12	$ 300.00	$ 291.00	$ 3,492.00
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	23	$ 70.00	$ 67.90	$ 1,561.70
8 Port Unmanaged Message Board Switch	315-290003-131-MB	11	$ 95.00	$ 92.15	$ 1,013.65
19" Rack Shelf 1U, 10" Deep	315-383001-131	12	$ 60.00	$ 58.20	$ 698.40
19" Rack 18U - Wall Mount	315-380001-131	11	$ 1,200.00	$ 1,164.00	$ 12,804.00
Sub-Total of Station Components					**$ 341,813.45**
Sub-Total Proposed FSAS Components					**$ 368,585.45**

FSAS Software Licenses					
Description	**PURVIS Part #**	**Qty**	**List Price**	**BAFO Price (3% Discount)**	**Grand Total**
DM Console Seat License (Perpetual)	315-990100-120	2	$ 1,500.00	$ 1,455.00	$ 2,910.00
PURVIS FSAS API License (Perpetual)	315-990200-120	2	$ 5,000.00	$ 4,850.00	$ 9,700.00
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	315-990405-120	14	$ 800.00	$ 776.00	$ 10,864.00
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	12	$ 750.00	$ 727.50	$ 8,730.00
FSAS Mobile Alerting Application (Annual - 200 Users)	315-990501-120	1	$ 2,750.00	$ 2,667.50	$ 2,667.50
				Sub-Total of FSAS Software Licenses	**$ 34,871.50**

Project Services			
	List Price	**BAFO Price (3% Discount)**	**Grand Total**
Implementation Services (Project Management, Configuration, Integration, Test, & Training)	$ 93,000.00	$ 90,210.00	$ 90,210.00
Installation Services	$ 143,635.00	$ 139,325.95	$ 139,325.95
Freight/Shipping & Handling			$ 3,800.00
1 Year Warranty & Maintenance			Included
Sub-Total Required Services			**$ 233,335.95**

Total Proposed FSAS Components and Services	**$ 636,792.90**

Central Square ONESolution CAD Interface	
Central Square ONESolution PURVIS CAD Interface (Based on Central Square quote with no PURVIS markup applied)	$ 11,855.00
Sub-Total (Central Square Onesolution CAD Interface Fees)	**$ 11,855.00**

Grand Total Proposed FSAS and Central Square ONESolution CAD Interface	**$ 648,647.90**

CAD integration assumes that the PURVIS FSAS API will connect with the City of Midland's Central Square ONESolution CAD system via the Central Square provided interface. No modification or customization of the PURVIS interface is included in our proposal and any modification or customization required will result in an additional charge from PURVIS.

The City is responsible for contracting with Central Square for the Central Square ONESolution Interface. PURVIS included the Year 1 Central Square ONESolution Interface fees as quoted by Central Square with no PURVIS markup applied. PURVIS is not responsible for any Central Square post-warranty maintenance or subscription costs that Central Square will charge for the CAD integration to the PURVIS FSAS API. The PURVIS FSAS API is included in this price quote.

Pricing does not include any taxes.

1.2 PROPOSED MILESTONE PAYMENT SCHEDULE

Our proposed Milestone Payment Schedule is provided in the table below. PURVIS requests payment on a NET 30 basis.

Key Milestone	Deliverable	Payment Amount
Milestone # 1 Project Documentation	Delivery of Overall Project Schedule Delivery of PURVIS FSAS Controller Specifications Delivery of PURVIS FSAS API Documentation	$130,000.00
Milestone # 2 System Design and Documentation	Delivery of Network Configuration Spreadsheet for Customer Input Delivery of System Configuration Spreadsheet For Customer Input	$130,000.00
Milestone # 3 Dispatch Installation	PURVIS FSAS Central Server Software Installation Delivery of the PURVIS FSAS DM Console Hardware Delivery of the PURVIS FSAS Radio Interface Units	$70,000.00
Milestone # 4 Fire Station Installation	First Article Station Installation	$70,000.00
Milestone # 5 Fire Station Installation	Stations 2-5 Installation	$82,000.00
Milestone # 6 Fire Station Installation	Stations 6-9 Installation	$82,000.00
Milestone # 7 Fire Station Installation	Stations 10-12 Installation	$70,000.00
Milestone # 8	CAD Interface Testing Final System Cutover and Acceptance	$14,647.90
GRAND TOTAL		**$648,647.90**

1.3 POST-IMPLEMENTATION SUPPORT COSTS

The table below provides annual pricing for 5 years of support and maintenance on the proposed PURVIS FSAS solution at the dispatch centers and fire stations. The delivered system includes a one (1) year warranty on all delivered PURVIS FSAS hardware and software that begins upon final system acceptance by the City of Midland.

The table below provides pricing for two post-warranty annual maintenance options. Annual Maintenance Option 1 includes on-site technical assistance. Annual Maintenance Option # 2 is for remote maintenance only. No on-site technical assistance is included with this option. Additional details on PURVIS's warranty and maintenance programs are located within our original proposal.

Option 1 - Ongoing Maintenance (Extended Warranty (Includes Remote and On-Site Support))					
Item	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Annual PURVIS FSAS Maintenance	Included	$57,875.00	$60,190.00	$62,600.00	$65,110.00
Annual Text-to-Speech Voice Module Software Maintenance	Included	$3,640.00	$3,800.00	$4,000.00	$4,200.00
FSAS Mobile Alerting Application (Annual - 200 Users)	Included	$2,750.00	$2,750.00	$2,750.00	$2,750.00
Total	**Included**	**$64,265.00**	**$66,740.00**	**$69,350.00**	**$72,060.00**

Option 2 - Ongoing Maintenance (Extended Warranty (Includes Remote Only Support))					
Item	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Annual PURVIS FSAS Maintenance	Included as part of Option 1	$35,450.00	$36,870.00	$38,350.00	$39,890.00
Annual Text-to-Speech Voice Module Software Maintenance	Included as part of Option 1	$3,640.00	$3,800.00	$4,000.00	$4,200.00
FSAS Mobile Alerting Application (Annual - 200 Users)	Included as part of Option 1	$2,750.00	$2,750.00	$2,750.00	$2,750.00
Total	**Included as part of Option 1**	**$41,840.00**	**$43,420.00**	**$45,100.00**	**$46,840.00**

Post-Implementation Support Pricing is based on the proposed PURVIS FSAS solution identified in our Primary Cost Proposal and does not include coverage for the additional items priced in our Alternate Cost Proposal. Post-Implementation support cost pricing will be updated based on the final set of requirements.

1.4 ALTERNATE COST PROPOSAL – BEST AND FINAL OFFER (BAFO) PRICING

The BAFO pricing identified in the Alternate Cost Proposal reflects a 3% discount applied to the proposed PURVIS FSAS hardware components, software, implementation and installation services. The discount is the same percentage offered to customers that purchase the PURVIS FSAS solution through our cooperative purchasing agreement contracts.

Our Alternate Cost Proposal identifies the costs for the base system (Primary Cost Proposal) and additional PURVIS FSAS components identified during the site visits with the City and can be modified/expanded based on the City's final set of requirements.

The itemized cost sheet below for our Alternate Cost Proposal provides the total cost for the project.

Proposed FSAS Components - Alternate Response					
Dispatch Components					
Description	PURVIS Part #	Qty	List Price	BAFO Price (3% Discount)	Grand Total
Dispatch Management (DM) Console - Touch Screen	315-020104-131	2	$ 2,500.00	$ 2,425.00	$ 4,850.00
Radio Interface Unit (RIU) Six (6) Audio Channel - 3U	315-320003-131-6M	2	$ 8,750.00	$ 8,487.50	$ 16,975.00
RIU to Radio Cable - 1 Ch	315-321002-131	12	$ 425.00	$ 412.25	$ 4,947.00
				Sub-Total of Dispatch Components	**$ 26,772.00**

Fire Station Components					
Description	PURVIS Part #	Qty	List Price	BAFO Price (3% Discount)	Grand Total
Station Control Unit (SCU)	315-030004-131	12	$ 19,500.00	$ 18,915.00	$ 226,980.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	12	$ 735.00	$ 712.95	$ 8,555.40
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	12	$ 45.00	$ 43.65	$ 523.80
Remote Touch Screen HDMI Video Kit-TX-RX	315-190400-131-RTS	12	$ 160.00	$ 155.20	$ 1,862.40
USB Extender, 1-Port	315-250202-131	12	$ 150.00	$ 145.50	$ 1,746.00
24 Port Unmanaged Network Switch	315-290005-131-LAN	12	$ 225.00	$ 218.25	$ 2,619.00
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	12	$ 1,670.00	$ 1,619.90	$ 19,438.80
Audio/Relay Expansion Module (ARXM) 70v, 8 Zone/8 Relay	315-442000-131-8-8	19	$ 4,775.00	$ 4,631.75	$ 88,003.25
Dorm Remote (Color)	315-410000-131-C	64	$ 200.00	$ 194.00	$ 12,416.00
Dorm Remote Gateway (DRG) 8 port	315-400001-131-8	7	$ 2,630.00	$ 2,551.10	$ 17,857.70
Dorm Remote Gateway (DRG) 16 port	315-400001-131-16	2	$ 3,050.00	$ 2,958.50	$ 5,917.00
Recessed Speaker, 8" with Red/White LED Ring (70v)	315-141001-131-LED	137	$ 410.00	$ 397.70	$ 54,484.90
Recessed Speaker Mount	315-130360-131	137	$ 25.00	$ 24.25	$ 3,322.25
Outdoor/Bay Speaker (70v) 15w	315-150408-131	19	$ 160.00	$ 155.20	$ 2,948.80
Amplifier 1 Ch (70v) 250w (Includes Amplifier Input Module - Mono)	315-070304-131-250	12	$ 1,410.00	$ 1,367.70	$ 16,412.40
Amplifier Input Module - Mono	315-070600-131	1	$ 85.00	$ 82.45	$ 82.45
Turnout Timer 24" LED Display, 1 Line	315-210006-131-TT	20	$ 770.00	$ 746.90	$ 14,938.00
Message Board - 50" Monitor	315-190000-131-50	23	$ 1,170.00	$ 1,134.90	$ 26,102.70
Message Board HDMI Video Kit-TX-RX	315-190400-131-MB	12	$ 160.00	$ 155.20	$ 1,862.40
Message Board HDMI Video Receiver	315-190400-131-MB-RX	11	$ 105.00	$ 101.85	$ 1,120.35
Message Board Display Module	315-540201-131	12	$ 300.00	$ 291.00	$ 3,492.00
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	315-190300-131	23	$ 70.00	$ 67.90	$ 1,561.70
8 Port Unmanaged Message Board Switch	315-290003-131-MB	11	$ 95.00	$ 92.15	$ 1,013.65
Power Strip - Rack Mount	315-010500-131	12	$ 80.00	$ 77.60	$ 931.20
19" Rack Shelf 1U, 10" Deep	315-383001-131	12	$ 60.00	$ 58.20	$ 698.40
19" Rack 18U - Wall Mount	315-380001-131	11	$ 1,200.00	$ 1,164.00	$ 12,804.00
				Sub-Total of Station Components	**$ 527,694.55**
				Sub-Total Proposed FSAS Components	**$ 554,466.55**

FSAS Software Licenses					
Description	**PURVIS Part #**	**Qty**	**List Price**	**BAFO Price (3% Discount)**	**Grand Total**
DM Console Seat License (Perpetual)	315-990100-120	2	$ 1,500.00	$ 1,455.00	$ 3,000.00
PURVIS FSAS API License (Perpetual)	315-990200-120	2	$ 5,000.00	$ 4,850.00	$ 10,000.00
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	315-990405-120	14	$ 800.00	$ 776.00	$ 11,200.00
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	12	$ 750.00	$ 727.50	$ 9,000.00
FSAS Mobile Alerting Application (Annual - 200 Users)	315-990501-120	1	$ 2,750.00	$ 2,667.50	$ 2,750.00
				Sub-Total of FSAS Software Licenses	**$ 35,950.00**

Project Services			
	List Price	**BAFO Price (3% Discount)**	**Grand Total**
Implementation Services (Project Management, Configuration, Integration, Test, & Training)	$ 113,000.00	$ 109,610.00	$ 109,610.00
Installation Services	$ 308,330.00	$ 299,080.10	$ 299,080.10
Freight/Shipping & Handling			$ 5,720.00
1 Year Warranty & Maintenance			Included
Sub-Total Required Services			**$ 414,410.10**

Total Proposed FSAS Components and Services		**$ 1,004,826.65**

Central Square ONESolution CAD Interface		
Central Square ONESolution PURVIS CAD Interface (Based on Central Square quote with no PURVIS markup applied)		$ 11,855.00
Sub-Total (Central Square Onesolution CAD Interface Fees)		**$ 11,855.00**

Grand Total Proposed FSAS and Central Square ONESolution CAD Interface		**$ 1,016,681.65**

CAD integration assumes that the PURVIS FSAS API will connect with the City of Midland's Central Square ONESolution CAD system via the Central Square provided interface. No modification or customization of the PURVIS interface is included in our proposal and any modification or customization required will result in an additional charge from PURVIS.

The City is responsible for contracting with Central Square for the Central Square ONESolution Interface. PURVIS included the Year 1 Central Square ONESolution Interface fees as quoted by Central Square with no PURVIS markup applied. PURVIS is not responsible for any Central Square post-warranty maintenance or subscription costs that Central Square will charge for the CAD integration to the PURVIS FSAS API. The PURVIS FSAS API is included in this price quote.

Pricing does not include any taxes.

1.5 CITY OF MIDLAND FSAS PROJECT ASSUMPTIONS

The project schedule and pricing are based on the following project assumptions.

City of Midland's Role

In order for PURVIS to fulfill project requirements and avoid delays, the City of Midland's role must include the following**:**

City of Midland's Personnel

- Assign a primary City of Midland point of contact for the project.
- Participation of key project team members in regularly scheduled project meetings.
- Ensure PURVIS has timely access to all necessary physical locations during the project. Communicate installation planning activities to station personnel.
- Make dispatch and fire operational personnel available to provide operational data necessary for system configuration.
- Make personnel available to approve recommended acceptance test procedures and to participate in the execution of these procedures.
- Provide review/comment/approval of all PURVIS documentation by the date defined in the final project timeline, or within 10 working days of delivery, whichever comes first.

Hardware Requirements

- Provide two virtual servers to host each PURVIS FSAS Central Server. The following are the requirements for each PURVIS FSAS Central Server:

Central Server:

- OS: Windows Server 2022
  - APPS: FSAS Central Server
- CPU: 2 Cores
- RAM: 8G
- DISK: 220G
  - C: (OS) - 100G
  - D: (APP) - 120G
- *NIC: 2
  - FSAS Network (WAN)
  - Radio Interface Unit (RIU) Network (LAN)

Database Server:

- OS: Windows Server 2022
  - APPS: FSAS Database
  - SQL: MSSQL 2022 Standard
  - FSAS uses Core License Model = 1 SQL License for 2 Cores
  - FSAS does not support SQL client license model

- CPU: 2 Cores
- RAM: 8G
- DISK: 600G
  - C: (OS) - 100G
  - D: (SQL) - 500G
- *NIC: 1
  - FSAS Network (WAN)

Core / Load Balancer Server:

- OS: Linux Ubuntu 22.04.4 LTS Server
  - APPS: FSAS Core and Load Balancer
- CPU: 2 Cores
- RAM: 4G
- DISK: 80G
- *NIC: 1
  - FSAS Network (WAN)

*Physical NIC for FSAS Network (WAN) can be shared across all virtual machines

- Provide 3U of server rack space with a depth of 24” at each Dispatch Center for the Radio Interface Unit
- Provide 12” x 30” of desktop space at each Dispatch Center for the DM Console PC workstation.
- Provide UPS backup power and surge protected circuits to the Central Servers, DM Console, and Radio Interface Units.
- The following FSAS hardware will be installed in each station using a PURVIS supplied station equipment rack in Stations 1-10 & the Training Center. PURVIS will use the Midland supplied rack in Station 11:

Item	Power Requirements	Environment Requirements	
		Space Requirements	Other Requirements
Station Control Unit	Input: 120VAC, 20 Amp outlet. Power will be supplied from the PURVIS UPS.	Rack Mounted - 3U of 19" rack space, depth of 24".	To ensure system longevity and reliability, the SCU operating temperature is 32° F to 100° F
24 Port Unmanaged Network Switch	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS UPS.	Rack Mounted - 1U of 19" rack space, depth of 16".	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Amplifier 1 Ch (70v) 250w	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS UPS.	Rack Mounted - 2U of 19" rack space. Depth of 20".	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Message Board Display Module	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS UPS.	Dimensions: 4-1/8x3-3/4x1-1/4 in Weight: .6 lbs.	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
8 Port Unmanaged Message Board Switch	Input: 120VAC, 15 Amp outlet. Power will be supplied from the PURVIS provided UPS.	Rack Mounted - 1U of 19" rack space, depth of 16".	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Uninterruptible Power Supply	Input: A single dedicated 120V, 20AMP circuit in the fire station with a minimum of one outlet. Power termination shall be located within 6 feet of the PURVIS FSAS UPS in the station.	Rack Mounted - 2U of 19" rack space. Depth of 20". Weight: 58 lbs	To ensure system longevity and reliability, the operating temperature range is 32° F to 100° F.
Rack Shelf	N/A	Rack Mounted - 2U of 19" rack space per shelf.	N/A

Power Requirements

Our proposal assumes that City of Midland will supply all required power for the system. City of Midland will:

- Provide one 120V, 20AMP dedicated circuit with one (1) outlet at each fire station for the PURVIS FSAS Uninterruptible Power Supply identified in the above table.
- Provide one 120V, 15AMP duplex outlet at the fire stations and training center for each PURVIS FSAS Remote Touch Screen (RTS), each Turnout Timer and each Message Board.
- PURVIS FSAS devices connected to the PURVIS provided UPS in the station will be limited to the following: Station Control Unit, Audio Amplifier, Network Switch, Message Board Display Module and Message Board Switch.

IP Network

- Will make the following firewall changes/additions in accordance with the Overall Project Plan (OPP):
  - Configure firewall ports on City of Midland's IP network where the PURVIS FSAS Central Servers are installed. These include the following ports:
    - 20100-20150
    - 40100-40150
    - 21,22,23,80,443,445,3389,25,587,465,110,995, 1433, 5038
- Provide remote access via a browser-based remote login software to access the Central Servers for PURVIS personnel (by the date defined in the final project timeline or within 30 calendar days of project start, whichever comes first).
- Provide routing on the data center network to the CAD Interface Servers, the FSAS Central Servers, and DM Console.
- Provide network path between the Central Servers at the data center and all outlying stations.
- The bandwidth required from the FSAS Central Servers to the FSAS Station Control Units (SCU) are minimal, with a compressed incident message size of around 1200-1300 bytes. A connection in excess of 5-10KB/s is required. For software updates and maintenance over the network, a bandwidth in excess of 1Mb/s is recommended, but not required
- Provide the static WAN (FSAS Network) IP addresses as required for each PURVIS FSAS Central Server, PURVIS FSAS DM Console, PURVIS FSAS Station Control Unit and Message Board Display Module.
- Provide an Ethernet TCP/IP based physical connection for each PURVIS FSAS Central Server, PURVIS FSAS DM Console, PURVIS FSAS Radio Interface Unit (RIU), PURVIS FSAS Station Control Unit and PURVIS FSAS Message Board Module.
- Provide network routes as required to each fire station and each dispatch center.
- Implement firewalls as required for FSAS at the dispatch centers, fire stations and training center. Any hardware, software and services required to implement the firewalls are the responsibility of the City of Midland.
- Provide a point of contact available 24/7/365 for WAN support
- Provide two (2) WAN Ethernet network switch connection ports at each fire station and the training center for the PURVIS FSAS SCUs and PURVIS FSAS Message Boards.
- Provide a valid email user account and access to an email server to allow support emails to be generated.
- Any specific network equipment limitations (non-compliant vendor or model types) need to be noted by City of Midland at the beginning of the project.

Central Servers

- Create and provide domain user accounts with administrator privileges in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Support the implementation of domain group policies as needed for the proper operation of all domain joined components.
- Install City of Midland security software and policies in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Setup e-mail configurations/accounts for the PURVIS FSAS in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Provide redundant switches to accommodate server teamed network connections
- Provide time sync across domain or ability to add time sync server information to Central Servers

DM Console and Station Control Units

- Create domain user accounts (if required) in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Install City of Midland security software and policies (in accordance with Task Names, Durations and Resource Assignments defined in the Overall Project Plan (OPP)
- Provide a switch to accommodate DM Console/SCU to Central Server network connections at each location

CAD Interface

- Provide the Central Square ONESolution CAD to PURVIS FSAS API Interface and any services or additional software that may be required by Central Square to support the PURVIS FSAS interface. The year 1 costs for Central Square to supply and implement this interface are identified in our cost proposal. Our proposal assumes that the City will contract directly with Central Square for this interface. The quote provided by Central Square is addressed to the City and is included in the Appendix of our proposal.
- Our proposal assumes that the PURVIS FSAS will be implemented with the existing Central Square ONESolution CAD to PURVIS FSAS API Interface. This FSAS interface is currently used in multiple other environments, including Pasco County, FL, High Point, NC, New Hanover, NC, Lexington County, SC, Williamson County, TX and Forsyth County GA. No modification or customization of the PURVIS interface or the PURVIS FSAS software is included in our proposal and any modification or customization required will result in an additional charge from PURVIS.
- Provide electronic copy of CAD and Unit Incident Data by the date defined in the final project timeline or within ten (10) calendar days of project start, whichever comes first.
- Provide access to a test / training CAD (or other CAD vendor server if test / training CAD not available) for the purposes of PURVIS integration testing. This includes the ability to login to the test / training CAD to generate test runs through FSAS.
- Due to the tight integration between the CAD System and the PURVIS FSAS, during implementation and during the lifecycle of systems, City of Midland must coordinate modifications of the CAD system with PURVIS.
- PURVIS Assumptions:
    a. The City of Midland will contract directly to Central Square to provide the Central Square ONESolution to PURVIS FSAS interface.
    b. No modifications to the PURVIS FSAS will be required to support the Central Square ONESolution CAD interface. Any agreed to modification requests will be performed at an additional cost.

c. No Central Square ONESolution CAD to PURVIS FSAS API custom coding services are included will be considered out of scope.
d. Any annual maintenance or annual license fees that may be charged by Central Square on the CAD interface will be billed directly to the City of Midland by Central Square. Central Square ONESolution CAD interface annual maintenance fees are not included in our proposal beyond the year 1 fee.
e. The Central Square ONESolution CAD 1st year software warranty may not align with the PURVIS FSAS warranty period. The Central Square ONESolution CAD post warranty fees are the responsibility of the City of Midland.

- The date of final PURVIS FSAS cutover will be dependent on the successful CAD system cutover by Central Square.

Radio

- Provide 3U of rack space with a depth of 24" for the RIU installation.
- Provide access to radio equipment maintenance and support personnel to ensure quick and seamless integration efforts by the date defined in the final project timeline or within 10 working days of project start, whichever comes first.
- Provide one dedicated radio for each talk group or channel that the system will alert over. The radios must be within 25 feet of the RIU. The radio must have an auxiliary microphone input, an auxiliary speaker output, and an auxiliary PTT input that supports dry contact closure. For the PURVIS FSAS to detect that the radio channel/talk group is busy, the radio must have a dry contact closure output. PURVIS prefers radios that also have a separate dry contact closure that provides confirmation to the PURVIS FSAS that the PURVIS FSAS has control of the channel/talk group when transmitting.
- The PURVIS FSAS RIU included as part of this SOW supports automated voice announcements over radio. The RIU supports analog toning but not digital toning.
- Perform all radio or console programming changes required to support the PURVIS FSAS. This includes channel/talk group and any other custom configurations. PURVIS will provide guidance in programming.
- Maintain all radio equipment required for PURVIS FSAS communications. This includes preventive maintenance, signal strength, issues resolution, software updates and other support.
- Provide a single point of contact for all radio related issues.
- PURVIS is not responsible for resolving any radio reception / coverage issues.

Notification Feature

- Supply the contact information for the individuals to be contacted via auto-generated e-mail notifications and Mobile App.
- Manage and maintain the individual contacts and contact groups that will be notified via the PURVIS FSAS based on specific criteria.

Training

- Provide a train-the-trainer environment that supports using the delivered FSAS components.
- Schedule training session to occur within the same day.
- Ensure all personnel scheduled for training are present at schedule time(s).

Fire Station Installation

- PURVIS assumes that, for each installation at each location, the PURVIS Team will have full and timely access to the installation site on the date(s) specified in the Project Schedule. Access on each date will be all day (7:00am – 5:00pm local time).

- PURVIS assumes the City of Midland will identify the location of all new PURVIS FSAS hardware prior to the start of equipment installation.
- PURVIS FSAS device installation
  a. All cabling routing will be done above drop ceilings and in existing raceways, conduit, and wall/ceiling openings and does not include running cabling across apparatus bays. No coring and/or drilling will be performed for cable routing.
  b. All cable runs must be within 100' of the Station Control Unit.
  c. The PURVIS FSAS will be cabled and connected with one (1) Customer-supplied radio, and two (2) Customer-supplied IP network connections in each station and the training center.

Existing Fire Station Equipment

a. Provide a dedicated radio at each fire station within close proximity of the PURVIS FSAS Station Control Unit (SCU). The SCU will connect to the station radio via an analog audio output. Additionally, the SCU can connect to a **dry contact** relay output to support paging tone relay activations.
b. Provide existing/working 70v speakers in each fire station and training center that the PURVIS FSAS will connect to provide audio alerts. PURVIS assumes no responsibility for speaker quality or performance. Quote does not include rewiring or zoning existing speakers in the fire stations. Proposal assumes that all stations have 1 audio zone and that all alerts in a station will play over all speakers within that station. Zoning can be added as an option at an additional cost.
c. Provide the Airport Crash Phone with an analog audio output, that will connect to the PURVIS supplied amplifier in Station 7.
d. PURVIS will provide a single two-wire control line from a PURVIS FSAS Station Control Unit dry contact relay to a Customer supplied gas control relay head in eight (8) fire stations. Customer must provide relay timing and control requirements that align with the pre-configured SCU relays and is responsible for the connection of the control wire to the relay control head.
e. Provide ground connection for the PURVIS supplied equipment rack in each station. PURVIS assumes that any Midland supplied equipment rack used for PURVIS supplied FSAS components will have a suitable ground.
f. Our proposal does not include connection with any other existing fire station devices, including I/O devices, etc.

- Fire Station Repair
  a. Any ceiling tiles damaged during installation will be replaced with similar tiles but exact color and type match cannot be guaranteed.
  b. Any damaged paint / drywall will be repaired with similar colors but exact color match cannot be guaranteed.
- PURVIS is not responsible for the removal and/or abatement of asbestos or lead paint in any location.
- PURVIS is not responsible for the removal or disposal of any existing Zetron equipment or the repair of any facility walls, ceilings etc. as a result of existing equipment removal.

Warranty/Maintenance

- Provide timely on-site access to all locations to necessary PURVIS maintenance personnel as needed
- Provide the PURVIS with remote access to the PURVIS FSAS via a browser-based remote login software or VPN tunnel.
- The City of Midland will designate a single point of contact as the person to contact the PURVIS help desk to request service and to request the City of Midland personnel for troubleshooting or on-site repair services.

Not applicable to PURVIS

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.**

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Not applicable to PURVIS

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: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

SOLICITATION NO. 25006623

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

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

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

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

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

Authorized Signature

Vice President, Public Safety Business Unit
Title

Rick Foster
Name (Print)

PURVIS Systems
Company

9/29/25
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM

BID # 25006623

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: September 18, 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 a proposal be disqualified if wiring diagrams are provided but the seller is unable to secure a low voltage contractor in time for this response.

A1. No, the proposal will not be disqualified at the time of submission. However, the Vendor must ensure that a licensed low-voltage contractor is secured and available at the time of installation.

Q2. What are the details of the in-station radio interface to be used as a backup connection? Does it provide either a tone or contract closure interface to the FSAS?

A2. The City's radio system is Motorola's ASTRO 25 P25 digital system. For backup operation, the in-station radio interface provides a tone interface to the FSAS. The FSAS must therefore support radio backup integration through this tone interface.

Q3. We are requesting names of City approved local vendors that can provide the in-station wiring for the selected prime vendor. Please indicate if any of these local firms attended the site visit for this project or otherwise have firsthand knowledge of each station.

A3. The City does not maintain a list of pre-approved local vendors. The selected prime contractor may engage any qualified local vendor for in-station wiring, provided the vendor meets all applicable legal and technical requirements for equipment installation.

Q4. We are requesting a two-week extension to the due date now that additional 3rd part coordination may be required for a compliant proposal.

A4. The City is unable to grant an extension to the proposal due date. All submissions must be received by the deadline stated in the solicitation.

Q5. Are there station floor plan diagrams available to allow a supplier to graphically represent their system design & recommended components implementation?

A5. Floor plan diagrams are not available for all stations. Currently, diagrams are only available for Station 5 and Station 11. These have already been shared with vendors, and the link is provided again below for reference:

https://netorgft1733449.sharepoint.com/:f:/s/MartinezArchitectsProjects/ElBIp1f-WoZNjSWAUROor-oBvI1fWZanJ7PfrX1X8vHw_Q?e=vggcyh

Q6. If the selected proposal exceeds the City's Budget for this project, will the City work with the selected vendor to develop a phased installation strategy that would fit the budget and allow for an extended implementation timeline rather than be scored negatively in the "Cost Effectiveness" evaluation criteria?

A6. The City is unable to accommodate phased installation strategies or extended timelines if a proposal exceeds the established project budget.

Q7. Can you confirm which of the 11 Station's kitchens require Gas Shutoff capability installed?

A7. Eight (8) of the eleven (11) stations require kitchen gas-shutoff capability.

Q8. Under Attachment 1 – CAD integration – wish to integrate with existing system (which is Central Square). However, under the Notes/Considerations column "Motorola or Hexagon" are listed. Is the Fire Department planning on obtaining a new CAD system in the future?

A8. No, Fire Department is not currently planning to obtain any other CAD System, so please consider the (ONESolution – Central Square) at this point and propose accordingly.

Q9. Section 1.2:
Regarding the requirement to integrate with the existing CAD system (OneSolution – Central Square):
• Will the City of Midland be providing the cost for the CAD side of the FSA/CAD interface, or is the FSA vendor expected to acquire and include that cost in the FSA proposal?

A9. The FSA vendor is responsible for covering the associated CAD interface cost and must include it within the main proposal.

Q10. If the vendor is responsible, could you please provide contact information for the OneSolution CAD team?

A**10.** The support contact for the OneSolution CAD team is:
- Support Team Contact: ashley.ainsworth@centralsquare.com
- Point of Contact: Ashley Ainsworth – City of Midland Representative

Q11. Regarding integration with the Motorola Astro P25 systems:
• Could you provide the Motorola radio model?

A11. Motorola 4APX 8500

Q12. Will the solution need to support switching channels on the fly or dispatching across multiple talk groups?

A12. The solution should operate on a single dedicated Talkgroups, with additional backup Talkgroups available if needed.

Q13. Per the station walkthrough, it was noted that the main dispatch center has three channels used for dispatching that would require radio control. Can you confirm this requirement, including whether simultaneous dispatching over these channels is expected?

A13. Only a single talkgroup and one point of control will be required at any given time.

Q14. Can you provide a diagram outlining how a dispatch is currently sent?

A14. Unfortunately, we don't have this diagram available.

Q15. Connection into the backup dispatch center at the Airport:

• As noted during the walkthrough, this backup dispatch center is a cold site, intended only for use when the main dispatch center is unavailable. Can you confirm that there is no backup radio at this site requiring control?

A15. Yes, if dispatching operations are shifted to the Airport Dispatch Center, radio control will be required. The backup dispatch center is intended to function in the same manner as the primary dispatch center.

Q16. Regarding station monitors:
• Based on the walkthroughs, it was stated that TV monitors should be provided by the FSA vendor. Could you confirm whether the City of Midland has a preferred size or specification for these displays?

A16. The displays should be a minimum of 45 inches or larger.

Q17. Section 4.1:
For proposal submission, could you confirm that vendors may submit either via the e-procurement system or by hard copy (three-ring binders), and that both are not required?

A17. A submission through the e-procurement system alone will be sufficient.

Q18. Attachment 1:
Station coverage requirements: During walkthroughs, it was suggested that vendors price out what they believe is best practice. However, the notes/considerations reference "full station coverage required." Could you clarify whether the City of Midland expects vendors to propose best-practice coverage, full coverage, or both options?

A18. The expectation is for vendors to propose best-practice coverage, as outlined during the site walkthrough.

Q19. A full-featured Fire Alerting System (FSAS) is highly dependent on the information provided by CAD.

a. Will the City be upgrading the CAD system in order to create a digital output via IP needed to support FSAS integration with the selected supplier?

A19. The City will not be responsible for creating the digital output; this will be handled by Central Square if required. Any associated costs must be included by the FSAS vendor within the main proposal.

Q20. b. Is Central Square on board and prepared to support the FSAS integration by providing their API to the selected supplier?

A20. Yes, Central Square is expected to support the FSAS integration, as they provide different APIs for various providers. Vendors should coordinate directly with the Central Square support team to address technical requirements and pricing, and all related costs must be included in the main proposal.

Q21. Can you provide floor plans for each fire station?

A21. Floor plan diagrams are not available for all stations. Currently, diagrams are only available for Station 5 and Station 11. These have already been shared with vendors, and the link is provided again below for reference:
https://netorgft1733449.sharepoint.com/:f:/s/MartinezArchitectsProjects/ElBIp1f-WoZNjSWAUROor-oBvI1fWZanJ7PfrX1X8vHw_Q?e=vggcyh

Q22. Under Attachment 1 – CAD integration – wish to integrate with existing system (which is Central Squre). However under the Notes/Considerations column "Motorola or Hexagon" are listed. Is the Fire Department planning on obtaining a new CAD system in the future?

A22. No, Fire Department is not currently planning to obtain any other CAD System, so please consider the (ONESolution – Central Square) at this point and propose accordingly.

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

All other terms and conditions shall remain the same.

PURVIS Systems Incorporated

Company Name

Bidder Authorized Signature

9/29/25

Date

Rick Foster

Please Print Above Name

401-619-2469

Phone

Project Schedule Revised to Reflect Anticipated Start Date of 2 March 2026

WBS	Task Name	Duration	Start	Finish
1	**FSAS Project Customer**	**141 days**	**Mon 3/2/26**	**Mon 9/14/26**
1.1	**Project Dependency Dates**	**0 days**	**Mon 3/2/26**	**Mon 3/2/26**
1.1.1	Project Start	0 days	Mon 3/2/26	Mon 3/2/26
1.2	**Project Management**	**141 days**	**Mon 3/2/26**	**Mon 9/14/26**
1.2.1	Lead Project Activities	131 days	Mon 3/2/26	Mon 8/31/26
1.2.2	Conduct Scheduled Project Meetings with Customer	131 days	Mon 3/2/26	Mon 8/31/26
1.2.3	Provide Scheduled Project Status Reports	131 days	Mon 3/2/26	Mon 8/31/26
1.2.4	Post Project Wrap-Up	10 days	Tue 9/1/26	Mon 9/14/26
1.3	**Requirements and Configuration Phase**	**38 days**	**Mon 3/2/26**	**Wed 4/22/26**
1.3.1	**Needs Assessment**	**8 days**	**Mon 3/2/26**	**Wed 3/11/26**
1.3.1.1	Customer provides existing system documentation	5 days	Mon 3/2/26	Fri 3/6/26
1.3.1.2	PURVIS and Customer review baseline understanding for FSAS	1 day	Mon 3/9/26	Mon 3/9/26
1.3.1.3	PURVIS and Customer Perform Site Surveys	2 days	Tue 3/10/26	Wed 3/11/26
1.3.2	**Network Configuration**	**29 days**	**Mon 3/2/26**	**Thu 4/9/26**
1.3.2.1	PURVIS provide customer with Network Configuration Spreadsheet (Preliminary Design Phase)	5 days	Mon 3/2/26	Fri 3/6/26
1.3.2.2	Customer complete Network Configuration Spreadsheet (Preliminary Design Phase)	15 days	Mon 3/9/26	Fri 3/27/26
1.3.2.3	PURVIS review Network Configuration Spreadsheet (Detailed Design Phase)	2 days	Mon 3/30/26	Tue 3/31/26
1.3.2.4	Spreadsheet updated based on review (Detailed Design Phase)	5 days	Wed 4/1/26	Tue 4/7/26
1.3.2.5	Customer and PURVIS jointly conduct review of spreadsheet and resolve open items (Detailed Design Phase)	2 days	Wed 4/8/26	Thu 4/9/26
1.3.3	**System Configuration**	**24 days**	**Mon 3/2/26**	**Thu 4/2/26**
1.3.3.1	**Configuration Data Collection (Preliminary Design Phase)**	**24 days**	**Mon 3/2/26**	**Thu 4/2/26**
1.3.3.1.1	PURVIS Provide customer with System Configuration Spreadsheet and CAD data requests (Preliminary Design Phase)	5 days	Mon 3/2/26	Fri 3/6/26
1.3.3.1.2	Customer complete spreadsheet	10 days	Mon 3/9/26	Fri 3/20/26
1.3.3.1.3	PURVIS review System Configuration Spreadsheet	2 days	Mon 3/23/26	Tue 3/24/26
1.3.3.1.4	Spreadsheet updated based on review	5 days	Wed 3/25/26	Tue 3/31/26
1.3.3.1.5	Customer and PURVIS jointly conduct review of spreadsheet and resolve open items	2 days	Wed 4/1/26	Thu 4/2/26
1.3.3.2	**System Configuration Definition (Detailed Design Phase)**	**22 days**	**Mon 3/2/26**	**Tue 3/31/26**
1.3.3.2.1	Conduct remote technical meeting to fully define system configuration	2 days	Mon 3/2/26	Tue 3/3/26
1.3.3.2.2	Document System Configuration Document	0 days	Tue 3/3/26	Tue 3/3/26
1.3.3.2.3	Configuration Turnover to Engineering	10 days	Wed 3/4/26	Tue 3/17/26
1.3.3.2.4	Customer review and approve System Configuration Document	10 days	Wed 3/18/26	Tue 3/31/26
1.3.4	**Station Design**	**30 days**	**Thu 3/12/26**	**Wed 4/22/26**
1.3.4.1	Preliminary Site Surveys Defined (Preliminary Design Phase)	10 days	Thu 3/12/26	Wed 3/25/26
1.3.4.2	Review Hardware Types and Quantities with customer (Preliminary Design Phase)	10 days	Thu 3/26/26	Wed 4/8/26
1.3.4.3	Update Site Surveys/device lists with changes (Detailed Design Phase)	5 days	Thu 4/9/26	Wed 4/15/26
1.3.4.4	Customer review and approve Station Site Survey Documentation (Detailed Design Phase)	5 days	Thu 4/16/26	Wed 4/22/26
1.3.5	**CAD Interface Requirements (Detailed Design Phase)**	**6 days**	**Mon 3/2/26**	**Mon 3/9/26**
1.3.5.1	Preliminary discussion with CAD vendor/customer	1 day	Mon 3/2/26	Mon 3/2/26
1.3.5.2	PURVIS provide API current functionality	0 days	Mon 3/2/26	Mon 3/2/26
1.3.5.3	Gap analysis by CAD vendor	5 days	Tue 3/3/26	Mon 3/9/26
1.3.6	**Radio Interface Requirements (Detailed Design Phase)**	**11 days**	**Mon 3/2/26**	**Mon 3/16/26**
1.3.6.1	Identify Make & Model of Customer-supplied radios	1 day	Mon 3/2/26	Mon 3/2/26
1.3.6.2	Analyze interface requirements	5 days	Tue 3/3/26	Mon 3/9/26
1.3.6.3	Address technical changes	5 days	Tue 3/10/26	Mon 3/16/26
1.3.6.4	Finalize S/W & RIU configuration	0 days	Mon 3/16/26	Mon 3/16/26
1.4	**System Construction / Integration Phase**	**64 days**	**Mon 3/2/26**	**Thu 5/28/26**

1.4.1	**Production**	**63 days**	**Mon 3/2/26**	**Wed 5/27/26**
1.4.1.1	Station metal fabrication and purchase controller material	6 wks	Mon 3/2/26	Fri 4/10/26
1.4.1.2	RIU metal fabrication	8 wks	Mon 3/2/26	Fri 4/24/26
1.4.1.3	Produce SCU Controllers	4 wks	Mon 4/13/26	Fri 5/8/26
1.4.1.4	Produce RIU's	5 days	Mon 4/27/26	Fri 5/1/26
1.4.1.5	Procure Devices	2 mons	Thu 3/26/26	Wed 5/20/26
1.4.1.6	Customer provide Virtual Servers	0 days	Thu 4/9/26	Thu 4/9/26
1.4.1.7	Configure Central Servers	3 wks	Fri 4/10/26	Thu 4/30/26
1.4.1.8	FSAS Station Equipment Shipments	5 days	Thu 5/21/26	Wed 5/27/26
1.4.1.9	FSAS RIU/DM Shipments	5 days	Mon 5/4/26	Fri 5/8/26
1.4.2	**Software Configuration**	**10 days**	**Fri 4/3/26**	**Thu 4/16/26**
1.4.2.1	Build Configurations	1 wk	Fri 4/3/26	Thu 4/9/26
1.4.2.2	Engineering Test	1 wk	Fri 4/10/26	Thu 4/16/26
1.4.3	**Interface Configuration**	**33 days**	**Mon 3/9/26**	**Thu 4/23/26**
1.4.3.1	Radio Interface	3 days	Fri 4/3/26	Tue 4/7/26
1.4.3.2	CAD interface available from Central Square for PURVIS Testing	0 days	Mon 3/9/26	Mon 3/9/26
1.4.3.3	CAD interface testing support	5 days	Fri 4/17/26	Thu 4/23/26
1.4.4	**System Integration Phase**	**15 days**	**Fri 4/24/26**	**Thu 5/14/26**
1.4.4.1	Configure/Deploy PURVIS Test Lab	5 days	Fri 4/24/26	Thu 4/30/26
1.4.4.2	Conduct Lab/Integration Testing	2 wks	Fri 5/1/26	Thu 5/14/26
1.4.5	**Network Integration**	**35 days**	**Fri 4/10/26**	**Thu 5/28/26**
1.4.5.1	Customer configure network for FSAS	5 wks	Fri 4/10/26	Thu 5/14/26
1.4.5.2	Customer provide PURVIS remote secured access to the network	0 days	Thu 5/14/26	Thu 5/14/26
1.4.5.3	Customer test network connectivity to FSAS Central Server/RIU/DM Console	5 days	Fri 5/15/26	Thu 5/21/26
1.4.5.4	PURVIS verifies access to FSAS Central Server/RIU/DM Console	1 day	Fri 5/22/26	Fri 5/22/26
1.4.5.5	Customer test network connectivity from FSAS Server IP to FSAS Station IP at each station	5 days	Fri 5/22/26	Thu 5/28/26
1.5	**Test and Evaluation Phase**	**59 days**	**Fri 4/3/26**	**Wed 6/24/26**
1.5.1	**Test Planning**	**35 days**	**Fri 4/3/26**	**Thu 5/21/26**
1.5.1.1	Prepare Test/Cutover Plan	10 days	Fri 4/3/26	Thu 4/16/26
1.5.1.2	Customer review and approve Test/Cutover Plan	5 days	Fri 4/17/26	Thu 4/23/26
1.5.1.3	Update Test Procedures	4 wks	Fri 4/24/26	Thu 5/21/26
1.5.2	**Test Conduct**	**29 days**	**Fri 5/15/26**	**Wed 6/24/26**
1.5.2.1	**Conduct Software Validation Testing (PURVIS Test Lab)**	**22 days**	**Fri 5/15/26**	**Mon 6/15/26**
1.5.2.1.1	**Test Cycle 1**	**10 days**	**Fri 5/15/26**	**Thu 5/28/26**
1.5.2.1.2	**Test Cycle 2**	**10 days**	**Fri 5/29/26**	**Thu 6/11/26**
1.5.2.1.3	**Test Cycle 3 & 4**	**2 days**	**Thu 6/11/26**	**Mon 6/15/26**
1.5.2.2	Conduct Software Validation Testing (Customer Test Site)	1 day	Tue 6/16/26	Tue 6/16/26
1.5.2.3	Customer Conduct Acceptance Testing	1 day	Wed 6/17/26	Wed 6/17/26
1.5.2.4	Prepare and deliver Test report	1 wk	Thu 6/18/26	Wed 6/24/26
1.6	**Training Phase**	**52.5 days**	**Fri 4/3/26**	**Tue 6/16/26**
1.6.1	Prepare training materials	2 wks	Fri 4/3/26	Thu 4/16/26
1.6.2	Customer provide training logistics	0 days	Thu 4/16/26	Thu 4/16/26
1.6.3	Conduct Remote Train-the-Trainer (Supervisor, Dispatch, SysAdmin)	0.5 days	Tue 6/16/26	Tue 6/16/26
1.7	**Installation and Cutover Phase**	**93 days**	**Thu 4/23/26**	**Mon 8/31/26**
1.7.1	**Installation Planning**	**26 days**	**Thu 4/23/26**	**Thu 5/28/26**
1.7.1.1	Prepare Installation Logistics Plan	5 days	Thu 4/23/26	Wed 4/29/26
1.7.1.2	Deliver installation schedule to customer	5 days	Thu 4/30/26	Wed 5/6/26
1.7.1.3	Prepare Device Cut Sheet and Wire List Package for Installation Team	5 days	Thu 4/23/26	Wed 4/29/26
1.7.1.4	Train Installation Team	1 day	Thu 5/28/26	Thu 5/28/26
1.7.2	**Central Equipment Installation**	**4 days**	**Tue 5/26/26**	**Fri 5/29/26**
1.7.2.1	Customer provide and configure all central and station radios for FSAS	0 days	Tue 5/26/26	Tue 5/26/26
1.7.2.2	FSAS Radio Interface/DM Installation & Test	1 day	Fri 5/29/26	Fri 5/29/26
1.7.3	**Station Installations and Cutovers**	**66 days**	**Mon 6/1/26**	**Mon 8/31/26**
1.7.3.1	**Installation and Test**	**60 days**	**Mon 6/1/26**	**Fri 8/21/26**

1.7.3.1.1	Install & test first article station	5 days	Mon 6/1/26	Fri 6/5/26
1.7.3.1.2	PURVIS to verify network connectivity to first article station controller(s)	1 day	Tue 6/2/26	Tue 6/2/26
1.7.3.1.3	Station rollout Installation & test per installation schedule	55 days	Mon 6/8/26	Fri 8/21/26
1.7.3.2	**Final Test & Cutover**	**6 days**	**Mon 8/24/26**	**Mon 8/31/26**
1.7.3.2.1	Final test & cutover of first article station	1 day	Mon 8/24/26	Mon 8/24/26
1.7.3.2.2	Station rollout final test & cutover per cutover plan	5 days	Tue 8/25/26	Mon 8/31/26

City Council Meeting

Item Number: 12.
Meeting Date: February 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION D/B/A MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT BUTLER PARK THROUGH BUYBOARD AT A TOTAL COST OF $827,755.00; APPROVING $82,775.50 FOR PROJECT RELATED COSTS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the purchase and installation of Sports Field Lighting Products at Butler Park through Buyboard to Musco Corporation dba Musco Sports Lighting LLC for a cost of $827,755.00, with additional funds of $82,775.50 for demolition and other project related costs, for a total project cost of $910,530.50.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Parks Bond Fund and will be appropriated for this purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

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

Therefore, please consider a resolution awarding a contract for the purchase and installation of Sports Field Lighting Products at Butler Park through Buyboard to Musco Corporation dba Musco Sports Lighting LLC for a cost of $827,755.00, with additional funds of $82,775.50 for demolition and other project related costs, for a total project cost of $910,530.50.

Attachments:

A. 2242026ButlerBaseball Light MUSCO memo
B. RESOLUTION W EXHIBIT - Buyboard - LED Field Lighting Butler Park Reso w Exh
C. Contract 26003089

Erika Munoz, General Services	Created/Initiated - 2/12/2026
Regina Stephenson, General Services	Approved - 2/12/2026
Christy Weakland, Finance	Approved - 2/12/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Jan Hamilton, City Secretary	Final Approval - 2/18/2026

Parks Division
Interoffice Memorandum

Date: February 11, 2026
To: Jose Ortiz, Deputy City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Purchase and Installation of LED Field Lighting

Butler Park baseball fields are used extensively by Northern Little League with Midland Junior Baseball Association (MJBA). This association provides recreational baseball for Midland youth. Regular league play and multiple tournaments are held on these fields during the spring and fall baseball seasons. MJBA is seeing organizational growth each season, with increases in numbers of players each year.

With this growth, play is often happening during evening hours. The current lighting at the baseball complex requires a great deal of resources to change out bulbs and replace ballasts. The current lighting is mounted on poles that were installed over 40 years ago. The upgrade to LED field lighting on four of the baseball fields is a needed improvement.

MUSCO's BuyBoard lighting price is $827,755.00 and includes all engineering, technology, materials, freight, crane, installation, and a 25 year warranty. Staff requests an additional 10% to cover any unforeseen costs related to the installation that may arise. Total funds requested for installation of lights at the five fields is $910,530.50.

Funding in the amount of $910,530.50 is available in the Parks Bond Projects Fund (126), and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION D/B/A MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE AND INSTALLATION OF LED FIELD LIGHTING AT BUTLER PARK THROUGH BUYBOARD AT A TOTAL COST OF $827,755.00; APPROVING $82,775.50 FOR PROJECT RELATED COSTS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

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

WHEREAS, Musco Corporation D/B/A Musco Sports Lighting, LLC (the "Contractor") has submitted a total proposed cost to the City of $827,755.00 for the purchase and installation of LED field lighting at Butler Park (the "Project") through Buyboard; and

WHEREAS, the Council finds the price proposed by the Contractor through Buyboard for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with the Contractor for the Project through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $82,775.50 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 Ci ty of Midland, a contract with the Contractor for the Project, through Buyboard, for a total cost of $827,755.00. Said contract being substantially similar in form to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of $82,775.50 for project related costs is hereby approved.

SECTION THREE. That $910,530.50 is available in the Parks Bond Fund and will be appropriated in a manner consistent with the purpose set forth therein.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay the 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. 26003089

THIS CONTRACT, effective the 25th day of February 2026 by and between the City of Midland, hereinafter referred to as "CITY", and Musco Corporation dba Musco Sports Lighting LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 827,755.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for purchase and installation of LED Field Lighting at Butler Park Softball Fields. 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 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 8.1 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 120 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: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, BUT 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.

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 Musco Corporation dba Musco Sports Lighting LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

Quote

Date: 2/10/26
Expiration date: 3/10/26

Project: Butler Park Softball Fields
Midland, TX
Musco Project Number: 223510

BuyBoard
Master Project: 218434, **Contract Number:** 677-22, **Expiration:** 09/30/2025
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Quotation Price – Materials Delivered to Job Site and Installation

(4) Four 200'R Baseball Fields – New Poles, LED Fixtures, and Controls $827,755
-Payment and Performance Bonding ..... Included
-Upgrading Electrical Service, New Conduit and Disconnects ..... Included

Sales tax not included.
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- **Baseball Infield:** Guaranteed light levels of 50 footcandles and uniformity of 2:1
- **Baseball Outfield:** Guaranteed light levels of 30 footcandles and uniformity of 2.5:1
- 30+ footcandles on (1) batting cage on Field 1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- 16 Galvanized steel poles
- 16 Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

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Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C, Importance Factor II.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mitchell Stockton
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: (806) 474-4743
E-mail: mitchell.stockton@musco.com

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Butler Park Softball Fields
Midland, TX
Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e. home plate, center of FB field).
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans (if required).

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report or soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Demolition:

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1. Disassemble and leave at owner designated location on-site (24) existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 16 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 16 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.
4. Complete required insulation resistance (Megger) tests on all current-carrying conductors per ANSI/NETA ATS-2021. Use the instructions and forms provided by Musco to provide test results to your Musco contact. Note conduits must be full of water prior to testing. Any conductors with resistance values less than (<) 100MOhms — phase to ground — must be repaired or replaced to meet the standard.
5. Underground splices are strongly discouraged. If underground splicing is required per the electrical plans, use only listed connector systems, rated for wet locations.
6. Provide as-built drawings upon completion of installation (if required).

Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.

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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 Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PayB 2

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

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

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

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

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

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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* SUTX2014-037 07/21/2014

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

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

OPERATOR: Bulldozer.....$ 18.29 1.31

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

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

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

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

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

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

** 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"

THE CITY OF MIDLAND

CONTRACT

Contract No. 26003089

THIS CONTRACT, effective the 25th day of February 2026 by and between the City of Midland, hereinafter referred to as "CITY", and Musco Corporation dba Musco Sports Lighting LLC, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 827,755.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for purchase and installation of LED Field Lighting at Butler Park Softball Fields. 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 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 8.1 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 120 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: EXCEPT FOR PAYMENT DUE UNDER THIS CONTRACT, BUT 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.

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 Musco Corporation dba Musco Sports Lighting LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

Date: 2/24/26
Expiration date: 3/24/26

Exhibit 'A'

Project: Butler Park Softball Fields
Midland, TX
Musco Project Number: 223510

BuyBoard
Master Project: 218434, **Contract Number:** 779-25, **Expiration:** 09/30/2026
Commodity: Parks and Sports Field Lighting Products and Installation Services

All purchase orders should note the following:
BuyBoard Purchase – Contract Number: 779-25

Quotation Price – Materials Delivered to Job Site and Installation

(4) Four 200'R Baseball Fields – New Poles, LED Fixtures, and Controls $827,755
-Payment and Performance Bonding ..... Included
-Upgrading Electrical Service, New Conduit and Disconnects ..... Included

Sales tax not included.
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- **Baseball Infield:** Guaranteed light levels of 50 footcandles and uniformity of 2:1
- **Baseball Outfield:** Guaranteed light levels of 30 footcandles and uniformity of 2.5:1
- 30+ footcandles on (1) batting cage on Field 1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- 16 Galvanized steel poles
- 16 Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

2016, 2025 Musco Sports Lighting, LLC • M-2169-enUS-24

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 677-22

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C, Importance Factor II.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mitchell Stockton
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: (806) 474-4743
E-mail: mitchell.stockton@musco.com

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Butler Park Softball Fields
Midland, TX
Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e. home plate, center of FB field).
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans (if required).

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soil parameters as outlined in the geotechnical report or soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
5. Provide storage containers for material (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Demolition:

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1. Disassemble and leave at owner designated location on-site (24) existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade.
3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 16 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 16 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Complete electrical installation per Musco Control System Summary and Musco Best Practices: Supply Wiring Installation document. If there are any discrepancies between Musco documents and electrical plans (if present), notify your Musco contact.
4. Complete required insulation resistance (Megger) tests on all current-carrying conductors per ANSI/NETA ATS-2021. Use the instructions and forms provided by Musco to provide test results to your Musco contact. Note conduits must be full of water prior to testing. Any conductors with resistance values less than (<) 100MOhms — phase to ground — must be repaired or replaced to meet the standard.
5. Underground splices are strongly discouraged. If underground splicing is required per the electrical plans, use only listed connector systems, rated for wet locations.
6. Provide as-built drawings upon completion of installation (if required).

Control-Link® Control and Monitoring:

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link by contacting Control-Link Central™ at 877-347-3319.

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard?

Purchasing through a cooperative or "interlocal contract" satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services.[1] Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process?

The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor?

As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract?

You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases?

While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.[ii] This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.

- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.

- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.[iii]

  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding $100,000 or an alteration or addition to an existing building having construction costs exceeding $50,000 must have architectural plans and specifications prepared by an architect.[iv] (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)

  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.[v] The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost $8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost $20,000 or less.[vi]

  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.

  - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds $50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.[vii]

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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed $25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds $100,000, to protect the local government if a contractor fails to complete the project. [viii] Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

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i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
iii. Tex. Gov't Code §2254.004 and §791.011(h)
iv. Tex. Occ. Code §1051.703
v. Tex. Occ. Code §1001.0031(c)
vi. Tex. Occ. Code §1001.053
vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
viii. Tex. Gov't Code §2253.021(a)

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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 Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PayB 2

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

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

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

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

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

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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* SUTX2014-037 07/21/2014

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

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

OPERATOR: Bulldozer.....$ 18.29 1.31

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

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

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

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

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

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

City Council Meeting

Item Number: 13.
Meeting Date: February 24, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT TO SECOND SIGHT SYSTEMS LLC FOR THE REMOVAL OF THE LANDFILL COMMUNICATIONS TOWER AND A POLICE DEPARTMENT TOWER FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT FOR A TOTAL COST OF $132,593.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the Landfill communications tower removal and old Police Department (PD) tower removal to Second Sight Systems, LLC of St. Louis, Missouri for a total cost of $132,593.00.

Recommended Action:
Approve

Fiscal Impact:
$50,868 is available in the IT Tech fund and will be appropriated for this purpose; $81,725 is available in the Sanitation Bond and will be appropriated for this purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for proposals for the Landfill communications tower removal and old Police Department (PD) tower removal. Request for proposals were issued to three hundred seventy-one (371) vendors,and fifty-seven (57) viewed the proposal request. We received six (6) proposals. Staff recommends awarding to Second Sight Systems, LLC. Please see the attached memo from Gorgees Eskander, Chief Information Officer, for additional information.

Therefore, please consider a resolution awarding a contract for the Landfill communications tower removal and old Police Department (PD) tower removal to Second Sight Systems, LLC of St. Louis, Missouri for a total cost of $132,593.00.

Attachments:
A. RadioTowerRFP_Award
B. RESOLUTION W EXHIBIT - Award Contract - Tower Removal Reso w Exh

C. Bid Tab 25004551R Landfill Tower and PD Decommissioning
D. Contract 25004551R

Erika Munoz, General Services	Created/Initiated - 2/12/2026
Regina Stephenson, General Services	Approved - 2/13/2026
Christy Weakland, Finance	Approved - 2/13/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Jan Hamilton, City Secretary	Final Approval - 2/18/2026

City Council Agenda Item

MEETING DATE: **February 10, 2026**

TO: Erika Munoz, Assistant General Services Director

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution awarding the RFP for the Landfill communications tower removal and old Police Department (PD) tower removal to Second Sight, for a one-time cost of $132,593.

Purpose:
Consider a resolution awarding the RFP to Second Sight for the removal of the Landfill communications tower and the old PD tower, for a one-time cost of $132,593.

Discussion:
The City issued an RFP to solicit proposals from qualified vendors to remove two legacy communications structures that must be taken down for operational and safety reasons. The Landfill tower must be removed to open a new pit and support Solid Waste operations. The old PD tower must be removed for safety reasons due to the condition and age of the structure.

The City received six (6) bids in response to the RFP. Based on responsiveness, qualifications, and overall best value to the City, staff recommends awarding the RFP to Second Sight.

This is a one-time cost totaling $132,593, funded as follows:

$50,868 from the IT Tech Fund
$81,725 from the Solid Waste budget

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO SECOND SIGHT SYSTEMS LLC FOR THE REMOVAL OF THE LANDFILL COMMUNICATIONS TOWER AND A POLICE DEPARTMENT TOWER FOR THE INFORMATION TECHNOLOGY SYSTEMS DEPARTMENT FOR A TOTAL COST OF $132,593.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for proposals for the removal of the landfill communications tower and a Police Department tower; and

WHEREAS, proposals were opened on January 7, 2026, with the lowest and most advantageous proposal being submitted by Second Sight Systems LLC for a total cost of $132,593.00, as shown on the tabulation attached hereto as Exhibit “A”, which is incorporate herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Second Sight Systems LLC for the removal of said towers to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Second Sight Systems LLC for the removal of said towers;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for a total cost of $132,593.00 with Second Sight Systems LLC for the removal of the landfill communications tower and a Police Department tower. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That $50,868 is available in the IT Tech fund and shall be appropriated for this purpose and that $81,725 is available in the Sanitation Bond and shall be appropriated for this purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Second Sight Systems LLC in accordance with the provisions of the above-referenced contract from funds appropriated for this purpose 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

RFP 25004551R Landfill Tower and PD Monopole Decommissioning														
Bid Opening: January 7, 2026														
			Advanced Tower Services, LLC		Allstate Tower Inc.		Rountree Towers Inc.		Second Sight Systems		Vikor		Western Towers	
		Total Cost	$374,464.00		$157,538.00		$150,000.00		$132,593.00		$148,087.00		$166,721.00	
	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Materials Portion Incorporated Into Project	1	$11,825.00	$11,825.00	$0	$0	$40,000.00	$40,000.00	No Bid	No Bid	$148,087.00	$148,087.00	$48,850.00	$48,850.00
#0-2	Labor Portion Incorporated Into Project	1	$96,000.00	$96,000.00	$157,538.00	$157,538.00	$110,000.00	$110,000.00	$118,193.00	$118,193.00	No Bid	No Bid	$113,983.00	$113,983.00
#0-3	Other Costs Not Incorporated Into Project	1	$266,639.00	$266,639.00	$0	$0	$0	**$0**	$14,400.00	$14,400.00	No Bid	No Bid	$3,888.00	$3,888.00

Bid Summary

371 Bids issued

57 Document takers

6 Bids listed above

0 No Bids were received

365 Bidders did not respond

Exhibit "A"

RFP 25004551R Landfill Tower and PD Monopole Decommissioning														
Bid Opening: January 7, 2026														
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Bid Summary

371 Bids issued
57 Document takers
6 Bids listed above
0 No Bids were received
365 Bidders did not respond

THE CITY OF MIDLAND

CONTRACT

25004551R

THIS CONTRACT, effective the 25th day of February, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Second Sight Systems, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 132,593.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for removal and disposal of the Landfill tower and MPD monople. 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 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 60 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 Second Sight Systems, 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 _____

Request for Proposals (RFP)

Landfill Tower and PD Monopole Removal

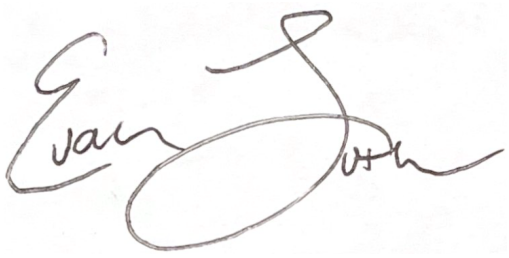
Solicitation Date: 07/16/2025 Time: 02:00 p.m.

Respondents must ensure the City of Midland (City) receives proposals by the required date and time. It shall be the respondent's sole risk to ensure submission by the designated time.

Interested respondents may obtain the solicitation package by downloading the materials from the City's purchasing website. For assistance resolving issues obtaining a copy of the solicitation documents from the City website, please contact purchasing@midlandtexas.gov.

Interested respondents must submit all questions about the RFP electronically to purchasing@midlandtexas.gov per the communication instructions the RFP outlines. Communications with other City staff may disqualify respondents from the evaluation process.

Evan Luthenauer / Tower Program Manager



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1 RFP Introduction and Background

1.1 Introduction

The City is initiating this Request for Proposals ("RFP") to solicit sealed bid proposals from qualified professional firms ("Vendor") to provide all labor, equipment, materials, and civil work required to dismantle/remove and relocate the City's Landfill Tower ("Landfill") and the City's old PD monopole ("PD").

Landfill is a 500 ft. guyed-tower, located at N 31-58-13.0, W 101-55-57.3 with Antenna Structure Registration 1293484. There is a chain-link fenced compound, 12 ft. x 25 ft. communications shelter, and diesel fuel generator that will also be dismantled, removed, and relocated per the details of this RFP.

PD is a 190 ft. monopole structure, located at N 31.998234, W 102.070083. There is a wooden fenced compound, 10 ft. x 10 ft. communications shelter, and generator that will be dismantled, removed, and relocated per the details of this RFP.

1.2 Scope of Work

Landfill

The selected vendor will dismantle a 500 ft. tower, which is located at the City Landfill facility at the coordinates described in Section 1.1. Neither the tower structure nor items on the tower (guy-wires, antennas, cabling, etc.) will be saved for future use. Therefore, there is no requirement to utilize a crane or gin pole for the dismantling process. The City requests that the steel tower sections and other recyclable scrap metal materials are relocated to a designated recycling center. Non-recyclable materials will be left on-site at a location designated by the Landfill Manager.

The equipment shelter and backup generator will be reused. The Vendor will be responsible for the orderly removal of these items and relocation to the City storage facility at 3900 N. Lamesa Road. The Vendor shall provide all necessary equipment and resources for removal of these items, safe transport to the storage location, and offloading to designated storage locations.

The concrete foundations for the tower, equipment shelter, generator, and guy-wire anchors will be removed, cut into manageable sizes, and will be relocated to landfill at a location designated by the Landfill Manager. Shelter compound fencing will be removed and relocated to the designated scrap metal recycling center. Other miscellaneous debris will be left on site at the designated location.

It is noted that there is plugged oil well south the work area and pipelines running SE and W of the tower structure. The Vendor will be responsible for locating all utilities, pipelines, and wells and ensuring that all work is performed safely and in accordance will all regulations and best practices.

PD

No items at the PD location described in Section 1.1 will be retained by the City. The Vendor will dismantle and remove the monopole structure, equipment shelter, wooden fencing, and generator. The monopole sections and other scrap metal will be relocated to the designated scrap metal recycling center. Concreate foundations for the monopole, equipment shelter, and fence footings will be removed, cut into manageable sizes, and relocated to landfill at a location designated by the Landfill Manager. The wooden fence sections, equipment shelter, generator, and miscellaneous debris will be relocated to the designated location within the City Landfill.

Section 2.1 provides additional project scope and facility details.

1.3 Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow, which is subject to change at the City's discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP addenda prior to the submittal deadline.

	RFP Schedule of Events
No.	**Event Projected Date**
1	RFP Published 07/16/2025
2	Deadline for Questions from Vendors 07/25/2025 at 05:00 p.m. CT
3	Deadline for Proposal Submissions from Vendors 08/15/2025 at 05:00 p.m. CT
4	Reference Checks and Proposal Evaluation: 08/18/2025 – 08/26/2025
5	Notification of Awards – 08/29/2025

1.4. Prequalification of Vendors

The City has not employed a prequalification process. No vendors are either prequalified or precluded from responding to this RFP. The City has not engaged in any formal discussions with vendors leading up to the issuance of this RFP.

1.5. Minimum Qualifications

For the City to evaluate and consider proposals for award, the City must deem proposals responsive to this RFP as determined at the discretion of the City Evaluation Committee. To be deemed responsive, the submitted proposal documents must confirm in all material respects to the requirements stated in the RFP, and proposers must document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection

1.6. Questions and Inquiries

It is the responsibility of the respondents to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation prior to the question period closing. All questions concerning the RFP must be submitted via email only to the City's RFP point of contact (purchasing@midlandtexas.gov). Questions and answers will be issued in accordance with the RFP requirements regarding amendments and addenda. The City considers questions and answers the City publishing publicly through addenda as the only binding responses.

Respondents shall not contact other City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the proposal submission. The decision to reject a proposal is solely that of the City.

1.7. Amendment and Addenda

The City will document all clarifications, corrections, or revisions to this RFP in an addendum, which the City will publish publicly on the City website. The City considers only questions and answers in an addendum part of the RFP. The City reserves the right to revise the RFP prior to the deadline for proposal submissions.

The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period. Vendors own responsibility for monitoring the City website for the periodic posting of addenda prior to the submittal due date.

1.8. Non-Warranty of RFP Information

The City has exercised due care and diligence while preparing this RFP, and the City believes all information herein to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein rests solely on the party submitting a proposal. The City, City representatives, and City agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for failure on the part of any respondents to verify the information herein.

2.0 Project Scope

2.1. Description of Requested Services

The City is soliciting proposals from respondents capable of meeting the City's requirements for a qualified tower installer / dismantler. The selected Vendor shall provide the Scope of Work outlined in Section 1.2.

As noted in Section 1.2, the Vendor will be responsible for working with the Landfill Manger to determine an on-site location for the disposal of non-recyclable materials and debris. All recyclable scrap metal will be relocated to CMC Recycling on HWY 158 as determined by the Landfill Manager or City Project Manager. All concrete will be relocated to landfill at a location designated by the Landfill Manager. Any proceeds generated from the recycled materials shall be directed in full to the City of Midland.

Prior to removal and relocation of the backup generators, the Vendor shall be responsible for draining the fuel tanks and removing any hazardous materials as

required for safe transport to the designated facility. The Vendor shall work with the Landfill Manager for proper disposal of any hazardous materials.

It is noted that FAA lighting at Landfill must be maintained on the tower until such time that dismantling occurs. Therefore, the Vendor will be responsible for working with the Landfill Manager and power utility provider to develop a plan to disconnect power services and safely remove power infrastructure from the site. As noted in Section 1.2, the Vendor will be responsible for locating all utilities, pipelines, and wells and ensuring that all work is performed safely and in accordance will all regulations and best practices.

The PD location does not require electrical power prior to dismantling efforts. Therefore, the Vendor will work with the power utility provider to disconnect power services and safely remove power infrastructure from the site. The Vendor will be responsible for locating all utilities and ensuring that all work is performed safely and in accordance will all regulations and best practices.

The following attachments are included to provide background information and assist with the development of proposals:

Attachment 1 – Site Photographs

Attachment 2 – Landfill Tower NEPA Report

Attachment 3 – Landfill Site Design Package

Attachment 4 – Landfill Site As-Built Drawings

2.2. Requested Qualifications

The City requests that the Vendor have prior experience with tower implementation and deconstruction projects. The City values experience with shelter and generator implementation and transport. The City values experience with the associated civil

engineering associated with towers and shelters (grounding, electrical service, etc.).

2.3. Personnel

All the selected respondents' personnel under the contract shall possess the necessary skills, experience, and knowledge to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the City shall notify the selected respondent and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, the selected respondent must remove from the project and replace the personnel that the City deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

3. Proposal Evaluation and Award

3.1. Evaluation Process

The following section outlines the City's proposal evaluation process. The City reserves the right to deviate from this process at its own discretion, to negotiate any and all elements of the RFP, to amend, modify, or withdraw the RFP, to revise any requirements under the RFP, to require supplemental statements of information from any Respondent, to extend the deadline for submission of Proposals, to cancel, in whole or part, this RFP if the City deems it is in its best interest to do so, to request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, to award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for the City, and/or to waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked respondent. The City may exercise the foregoing rights at any time without notice and without liability to any respondent, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

3.2. Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The City reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the City Evaluation Committee considering the evaluation criteria set forth below. Failure of a respondent to respond to such a request for additional information or clarification may result in rejection of the proposal. The initial evaluation may be adjusted because of a clarification under this section. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from respondents.

3.3. Evaluation Criteria

The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. Vendor proposals should be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the City:

3.4. No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Respondent or other party. The City reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the City or to accept or reject all or any part of any Proposal.

Proposals deemed to be received from debarred or suspended Vendors will be rejected. The City may reject any Proposal that is not responsive to all the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components included in this RFP. In addition, the City reserves the right to make one or more awards to competing Respondents for subsets of services because of this RFP.

The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The City reserves the right to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices or scope submitted. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

3.5. Offer Held Firm

Unless otherwise specified, all proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving proposals. At the end of the 180 calendar days the proposal may be withdrawn at the written request of the proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

3.6. Contract Negotiation

After final evaluation, the City may negotiate with the Respondent(s) of the highest-ranked Proposal. If any Respondent fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Respondent of the next highest-ranked Proposal or terminate negotiations with any or all Respondents. If contract negotiations are commenced, they may be held at City office locations or via teleconference. If contract negotiations are held, the Respondent will be responsible for all of Respondent’s costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

3.7. Failure to Negotiate

If the selected Respondent:

1. Fails to provide the information required to begin negotiations in a timely manner

2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Respondent and the City, after a good-faith effort, cannot come to terms The City may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. At any point in the negotiation process, the City may, at is sole discretion, terminate negotiations with any or all Respondents.

3.8. Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the City and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by the City, and such other terms and conditions as the City deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in the RFP attachments for the various cost types. The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Respondent, subject to contract negotiations with the City, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties.

3.9. Contract Approval

The City's obligation will commence only following the parties' execution of the Contract. The City will not be responsible for any work done or expense incurred by the selected respondent or any subcontractor, even such work that was done or such expense that was incurred in good faith, if it occurs prior to the Contract start date set by the City.

4. Submittal Response Format

4.1. General Instructions

Respondents must follow the instructions in this section when submitting proposals. The City may disqualify offers that do not comply with all instructions contained herein.

• Deadline: The deadline for Proposal submissions is established in Section 1.3. It will be the sole responsibility of the Respondent to submit its Proposal to the City before the closing deadline.

• Hard Copy Proposals: Respondents shall submit one (1) version of the proposal in separate three-ring binders. •□Email Proposals: No emails will be accepted for proposal submission.

• Electronic Media Proposal File Formats and Naming: Respondents shall submit along with the hard copy proposals, one (1) electronic version of the proposal on separate removable devices (e.g., thumb drive).

• Amendment of Proposals: Respondents may amend proposals prior to the deadline set for receipt of Proposals. In the event an addendum is issued, and a respondent has previously submitted a proposal in response to this RFP, the respondent must notify the City via email of the need to submit an amendment and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the City.

• Delivery/Mailing Instructions: Sealed proposals must be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for proposals is contained in the following table.

• Except for trade secrets and confidential information that the Respondent identifies as proprietary, all Proposals will be open for public inspection after the contract award.

4.2. Proposal Organization Guidelines

The City encourages Respondents to organize the proposal according to the following components:

4.3. Content for Proposal Components

1 – Company Introduction

2 – Project Understanding

3 – Project Approach and Description of Service Fulfillment

4 – Qualifications

5 – References

The City requests that Respondents include the following information for each reference:

6 – Pricing The City requests that Respondent provide pricing detail based on the service description. The City has provided below a sample cost template for Respondents.

4.4. Incurred Expenses

There is no express or implied obligation for the City to reimburse respondents for any costs or expenses incurred in preparing proposals in response to this RFP, and the City will not reimburse respondents for these costs or expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these services. The City is not responsible for any costs incurred by a respondent in preparing and/or submitting a Proposal in response to this RFP.

4.5. Authorized Signatures

The vendor or duly authorized partner of the partnership or duly authorized officer of the corporation must personally execute the proposal. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

4.6. Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and proposals or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

4.7. Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the City for the respondent's use is the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiary.

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

> Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE

OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

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

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

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

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

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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 the Texas Government Code Section 2252.908, et seq., as amended. The 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.

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

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.

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

Commercial General Liability (including Contractual liability):

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

$1,000,000.00 per occurrence

-Property Damage: $500,000.00 per occurrence

Business Automobile Liability: $250,000.00 combined single limit ¬

Personal Injury and Property Damage

Worker's Compensation: Statutory limits

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

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

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

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

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall

name the Buyer as an additional insured on a claim 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 claim 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 claim 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. An 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 respondent 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 the rights, obligations and liabilities applicable to it as such an 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. The 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. The 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 of if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. The 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.

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:

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

Attachment 1
Site Photographs

Landfill Tower



Landfill Compound



PD Monopole



Monopole Compound



Second Sight Systems

Landfill Tower and PD Monopole Removal

Prepared for:

January 6, 2026

RE: Landfill Tower and PD Monopole Removal

It is with great enthusiasm that Second Sight Systems submits this proposal for the Landfill Tower and PD Monopole Removal for Midland Texas. We are pleased to provide a competitive proposal that will allow us to leverage our industry leading experience in utility field services. Second Sight Systems has been in business for over 20 years and employs over 100 employees across the central US. Second Sight Systems' majority owner is Jennifer Deibel, and we are currently a **Woman-Owned Business Enterprise** as of July, 15th 2022.

Second Sight Systems has been providing utility field services since 1999 and has technicians on staff with extensive experience with Tower, Fiber, and other technical field services. Reliable service and the safety of our employees are the key to our success. We have continually provided field technical services for many of our customers covering a variety of programs and most importantly, delivering these services with the highest level of integrity and with a perfect safety record. **With offices and technicians located throughout Missouri, Colorado, and Kansas, we have the geographic footprint already in place to immediately support this program.**

As you will see in our proposal, Second Sight Systems is more than confident in our ability to meet your project requirements and expectations as laid out in the RFP. Please refer to the "Table of Contents" section on the following page for a breakdown of our proposal. Thank you for your consideration and I look forward to your response.

Respectfully,

Evan Luthenauer
Tower Program Manager
Second Sight Systems, LLC
Mobile:314-683-8844
www.sssrf.com

Head Quarters Address:
12949 Maurer Industrial Dr.
St. Louis, MO 63127
Tel: 844-789-9111

Table of Contents

A. Firm Background

B. Project Experience and Qualifications

C. Project Scope & Services

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A. Firm Background

Second Sight Systems is a turnkey solutions provider for utility communications and technical field services. Founded in 1999, our core services consist of meter services, tower services, fiber splicing services, and submetering services. Markets we serve include utilities, municipalities, government / military, and commercial property managers.

METER SERVICES

The premier provider of contracted metering services and utility field operations with the ultimate goal of improving efficiency, productivity, and response time. Our core of meter services spans electric, water, and gas to include AMI/AMR meter endpoint installation and maintenance, field and meter auditing, contracted meter reading services, and submeter installation, reading and billing. Our technicians act as an extension of our customers' existing team in order to maximize productivity and optimize utility billing requirements.

TECHNICAL SERVICES

Our technical services team consists of experts in the field of tower work, wireless networking & engineering, as well as fiber splicing. Our fully-certified Comtrain tower technicians offer a range of solutions from heavy tower rigging of antennas and microwave dishes to tower light replacement. As a provider of GE MDS radio solutions and fiber services, our technical services team is ready to provide you the best solutions to deliver and deploy your network communication infrastructure safely, securely, and efficiently.

At **Second Sight Systems** we are a highly capable and motivated team of professionals ready to provide engineering, installation, and maintenance services for a wide range of systems. Our mission is to always provide superior service to our customers, while striving to consistently exceed quality expectations. While no one can be the best at everything at Second Sight Systems we are the best at our thing!

E-Verify COMTRAIN GSA IT Schedule 70 Contract Holder Society of SAME American Military Engineers

844.789.9111 | info@sssrf.com | www.SSSRF.com

TECHNICAL SERVICES

Tower Services

- Antenna, waveguide, and coax installation & testing by Comtrain certified climbers
- Free Standing / Self-Supporting Tower Construction along with shelters
- Heavy rigging capabilities
- Tower Decommissioning Services
- FAA warning light systems installation repair and Maintenance
- Engineering surveys for electrical grounding and lightening protection
- Tower surveys for compliance to Motorola R56 Standard

Wireless Data Systems

- AMI Network Infrastructure installation and maintenance
- Wireless SCADA communication for electric, gas, and water utilities
- GE™ MDS Orbit Full-Service Solutions Provider
- Onsite path testing and propagation software analysis
- Experts in RF communication technology to include:
  Narrow Band Licensed, Spread Spectrum Cellular, Wi-Fi, and Microwave

Fiber Services

- OPGW Fiber Splicing Services
- Overhead and Underground fiber installation services
- Fiber Cabinet Supply & Installation



SECOND SIGHT SYSTEMS

METER SERVICES



Meter Endpoint Installation

- Replacement/Installation of Electric, Water, and Gas Meters (including full change outs)
- Utilizing of EnSight+ Work Order Management System for Quality Installation, Project & Inventory Management, and Call Center Services
- Highly experienced Project Management and professionally trained technicians
- Ability to provide turnkey solutions for all types of deployments
- Safety, Experience, and Resources are what we bring to every project

Meter Reading

- Contracted Meter Reading Services for electric, water, or gas to meet any Utility needs
- From a single meter reader to supplement the utility's in-house resources, to an entire team to outsource all meter reading
- Our team of meter readers are ready to staff your project fast



Meter Auditing

- Field and meter auditing for pre or post AMI deployment
- Ability to customize the types of data and photos needed to be captured for the utility.
- Usage of EnSight+ to ensure audit data is captured and delivered effectively to the utility.

AMI Network Communications

- Installation of AMI Routers, Gateways, Relays, and Repeaters on water or communications towers, poles, and other assets
- Ability to provide additional turnkey services such as the installation of H-Frames, Poles, and Towers
- Ability to deliver a complete AMI deployment from Meter Endpoint to Network Infrastructure

Ferguson Waterworks 2021 Contractor of the Year

B. Project Experience and Qualifications.

PAST PERFORMANCE PROFILE

AMI/AMR Meter Projects

- **Ameren / Spire (MO & IL)** – Maintenance, reading, and installation touching 400,000 endpoints annually
- **Owatonna, MN** – Installation and maintenance touching 25,000 endpoints
- **DEMCO, LA** – Meter Reading of 100,000 endpoints annually
- **NAVFAC Southwest** – Maintenance and inspection of water, electric, and gas endpoints across 8 Navy Bases
- **Baltimore Gas & Electric (2022- 2025)** – Gas Module and full changeouts of over 600,000 endpoints
- **Ferguson Water Meter Projects (2020-2021)** – Installation of over 11,500 Water Meters

Utility Communication Projects

- **Evergy (MO)** – OPGW Fiber Splicing for several projects spanning over 70 sites
- **Mountainview Electric (CO)** – Installation of 735 Repeaters and 51 Base Stations
- **Wyandotte County, KS** – Turnkey project consisting of GE MDS Radios, Antenna & Line Work, and installation of 120' Self Support Tower and Shelter
- **City of Lee's Summit, MO** – Wireless SCADA project involving GE MDS Radios and Antenna & Line Work
- **Whiteman AFB (MO)** – Multiple projects consisting of Antenna & Line Work and Tower Decommissioning
- **National Weather Service** – Repair and replacement of antenna and line systems
- **Ferguson AMI Network Infrastructure (Master Meter)** – 10 projects in 10 months across Kentucky, Ohio, and Illinois involving Base Station and Repeater Installations

Qualifications & Certifications

- ISNetworld & Avetta Certified Contractor
- Comtrain Certified Tower Climbers
- Fiber Optic Association (FOA), Certified Fiber Optic Technicians (CFOT)
- OSHA 30
- PowerSafe Electrical Substation Training
- Dedicated Safety Professional on Staff
- GE™ Channel Partner and authorized reseller

SAM Information

- DUNS: 019756241
- CAGE Code: 73VR9
- GSA Contract: GS 35F 093DA

C. Project Scope & Services

Second Sight Systems will be able provide the following general services as listed in this SOW:

Scope of Work – Overview

The selected contractor shall provide **turnkey dismantling, removal, relocation, disposal, and recycling services** for two City of Midland communications sites: the **Landfill Tower Site** and the **PD Monopole Site**. All work includes furnishing **all labor, equipment, transportation, safety management, utility coordination, and environmental compliance** required to complete the project.

Landfill Site

- Dismantle and remove a **500-foot guyed communications tower**; no tower components, antennas, cabling, or guy wires will be salvaged.
- Remove and recycle all tower steel and scrap metal; dispose of non-recyclable materials at City-designated landfill locations.
- Remove and **relocate the existing equipment shelter and generator** to the City storage facility, including fuel draining and hazardous material handling.
- Remove and dispose of **all concrete foundations**, including tower base, guy anchors, shelter, and generator foundations.
- Remove and recycle compound fencing; dispose of miscellaneous debris as directed.
- Coordinate with the City and utility providers to maintain FAA lighting until dismantling, disconnect power, and safely locate all underground utilities, pipelines, and wells.

PD Site

- Dismantle and remove a **190-foot monopole**, equipment shelter, generator, and wooden fencing.
- Remove and dispose of all associated concrete foundations and fence footings.
- Transport scrap metal to the designated recycling facility and dispose of remaining materials at the City landfill.
- Coordinate power disconnection and utility location prior to dismantling.

D. Cost Proposal

Second Sight Systems is pleased to provide the following pricing based on the scope of work as described in the Solicitation.

*****Please See the Pricing Breakdown Below*****

Terms:	Net 30	Project:	Midland Texas	
Description	**Qty**	**U/M**	**Rate**	**Total**
PD Monopole Site - Pricing Breakdown				
Mobilization and Demobilization	1		7,200.00	7,200.00
Crane Mobilization and Equipment Operations	1		10,440.00	10,440.00
Labor to Remove Monopole	1		12,120.00	12,120.00
Fence Removal and Disposal Concrete Foundation Demolition and Removal (to 3' Below Grade)	1		11,040.00	11,040.00
Disposal Fence Removal and Disposa	1		3,360.00	3,360.00
Equipment Shelter Removal and Relocation/Disposal	1		6,708.00	6,708.00
Subtotal				50,868.00
Landfill Guyed Tower Site - Pricing Breakdown				
Mobilization and Demobilization	1		7,200.00	7,200.00
Crane Mobilization and Equipment Operations	1		23,190.00	23,190.00
Guyed Tower Dismantling and Removal Labor	1		19,600.00	19,600.00
Concrete Foundation and Guy Anchor Demolition (to 3' Below Grade)	1		16,800.00	16,800.00
Perimeter Fence Removal and Disposal	1		3,840.00	3,840.00
Equipment Shelter Removal and Relocation	1		7,000.00	7,000.00
Material Handling, Loading, and Trucking	1		4,095.00	4,095.00
Subtotal				81,725.00

Total: 132,593.00

Payment Terms – NET30

ASSUMPTIONS

1. All work will be performed in accordance with the Scope of Work outlined in this proposal.

2. Pricing is based on the dismantling and removal of one (1) 500-foot guyed tower at the Landfill site and one (1) 190-foot monopole at the PD site.

3. Tower and monopole dismantling will be performed using conventional dismantling methods as allowed by site conditions. Crane or gin pole use is not required per the RFP.

6. Foundation removal is based on demolition to a depth of three (3) feet below existing grade for tower foundations, guy anchor foundations, shelter foundations, generator foundations, and fencing footings.

7. Pricing assumes normal working hours, standard site access, and no restrictions beyond those identified in the proposal scope of work.

8. Each site has been priced independently. The pricing provided for the Landfill Site and the PD Monopole Site remains valid and unchanged regardless of whether the City awards one site, both sites, or elects to award the sites separately.

9. Pricing assumes progress billing is permitted based on percentage of work completed, with invoicing submitted in accordance with Net 30 terms.

EXCEPTIONS

1. Complete removal of foundations beyond three (3) feet below existing grade is excluded. Full extraction of deep foundations or anchor blocks below this depth is not included.

2. Backfilling, compaction testing, grading, paving, landscaping, or final surface restoration beyond leaving the site in a safe and stable condition is excluded.

3. Environmental remediation, contaminated soil handling, special waste disposal, or environmental testing is excluded.

4. Traffic control measures beyond minimal site access management are excluded

5. Restoration or replacement of utilities, fencing, pavement, or structures beyond the removal scope described in the proposed scope of work.

6. Discovery of unknown underground obstructions, undocumented utilities, pipelines, abandoned infrastructure, or subsurface conditions may require a scope revision and change order.

7. Delays or additional costs resulting from third-party utilities, permitting agencies, access restrictions, or City-directed schedule changes are excluded from the proposed pricing.

8. Any scope, service, or requirement not expressly described in this proposal is excluded.

E. Customer References

- **Project References:**
  - **Project: Ameren**
    - Contact Name: Brock Wingerter
    - Phone: 618.967.7332
    - Email: BWingerter@ameren.com
    - Scope/Completion: PLTE Urban Towers & Equipment Installation
  - **Project: Landis+Gyr**
    - Contact Name: Stephen Offerman
    - Phone: 262.347.1539
    - Email: stephen.offerman@landisgyr.com
    - Scope/Completion: Sites Makeready Work Network Infrastructure (2023-24)
  - **Project: NOAA/NWS Hawk Pointe, MO**
    - Contact Name: Bob Brashears
    - Phone: 913.336.2699
    - Email: bob.brashears@noaa.gov
    - Scope/Completion: Complete Turnkey Tower Site
  - **Project: MSHP Carthage and Golden City, MO**
    - Contact Name: Peter Ickes
    - Phone: 573.536.1115
    - Email: peter.ickes@mshp.dps.mo.gov
    - Scope/Completion: Decommission an existing 400' guyed tower that was covered in lead paint. Install (4) new antennas and feedlines on the top of a 300' ATT tower
  - **Project: Jefferson County 911 Dispatch – Antenna/Feedline and Tower Maintenance**
    - Contact Name: Tom Nahlik
    - Phone: 636.299.2631
    - Email: tnahlik@jeffco911.org
    - Scope/Completion: Several tower sites upgraded with new antenna and feedline within Jefferson County (Ongoing Contract)
- **Recent Significant/Upcoming Projects:**
  - **Project: Mountainview Electric Co-op in Colorado**
    - Scope/Status: 51 Base Stations + 735 Repeaters (2019-2020)
  - **Project: Randolph AFB, TX**
    - Scope/Status: Multi-Phase SCADA Telecommunications Upgrade (2020–2025)
  - **Project: Whiteman AFB, MO**
    - Scope/Status: Antenna/Feedline installation on Air Traffic Control Tower + Lightning Protection on Various Buildings (2020-2021)
  - **Project: Nixa Water SCADA Upgrade - Nixa, MO**
    - Scope/Status: 13 Sites Wireless SCADA upgraded for the Water Utility (2024)
  - **Project: Hanson Engineering, MO**
    - Scope/Status: AMI Makeready work and Pole Setting 400+ Sites (2022-2024)
  - **Project: USACE – Lock and Dam 14&15, IL +IA**
    - Scope/Status: Decommission 320ft guyed tower and 250ft SST at 2 sites (2024)
  - **Project: Ameren Missouri – Farrar, MO Tower Construction**
    - Scope/Status: Remove 300ft guyed tower and install 295ft self-support tower (2025)

6/5/20

To whom it may concern,

I am writing this letter to recommend the services of Second Sight Systems. I had the pleasure of working with them on a project valued at $248K to upgrade our Radio Frequency (RF) Antenna Infrastructure as well as the lightning protection systems at our Ground to Air Transmit & Receive (GATR), Radar Approach Control (RAPCON), and Air Traffic Control (ATC) sites for Whiteman AFB. Second Sight Systems provided professional, knowledgeable and skilled personnel throughout the project. They performed their work safely and with a high level of quality. Although numerous obstacles and challenges presented themselves, the project was completed on time with no change orders. I would highly recommend Second Sight Systems for your upcoming project.

Kristopher F. Krug
RAWS Technician
509 OSS/OSAM
745 Arnold Ave, Bld 35, Rm 123
Whiteman AFB, MO 65305
(660) 687-6770

For Official Use Only
When completed, this document is Source Selection Information IAW FAR 2.101 and 3.104.

Attachment 4: Past Performance Questionnaire - FA462519Q0067

Section 1: Contract Identification

A. Contractor (Company/Division): Second Sight Systems, LLC

B. Contractor Cage Code: 73VR9

C. Contract Number: 182334

D. Contract Type (e.g., FFP, FPIF, CPIF, CPFF, etc.): FFP

E. Program Title: Telecom/Tower Services

F. Brief Program Description: R&R lines & antennas, radio programming

G. Period of Performance

1. Original Schedule:
   Beginning Date 2018 through 2019
2. Current Schedule:
   Beginning Date _____ through N/A
3. Reason for difference (if applicable):

H. Contract Dollar Value

1. Original maximum contract dollar value (assuming all options exercised): $ 39,039.01
2. Current maximum contract dollar value (assuming all options exercised): $ N/A
3. Reasons for difference between original and current contract dollar value (if applicable):

I. Description of work performed: Engineering, radio programming, installation of lines & antenna for SCADA

J. Was this a competitively awarded contract? ☐ Yes ☑ No

K. Contractor's Role: ☑ Prime Contractor ☐ Subcontractor ☐ Key Personnel

Note: If offeror holds or has held other contracts with your agency/organization in the last three (3) years, please complete separate Past Performance Questionnaire forms for those contracts as well to a maximum of two.

Section 2: Customer or Agency Identification

A. Customer or agency name: North Little Rock Electric

B. Customer or agency description (if applicable):
MUNICIPAL ELECTRIC UTILITY

For Official Use Only
When completed, this document is Source Selection Information IAW FAR 2.101 and 3.104.

Attachment 4: Past Performance Questionnaire - FA462519Q0067

Section 1: Contract Identification

A. Contractor (Company/Division): Second Sight Systems, LLC

B. Contractor Cage Code: 73VR9

C. Contract Number: multiple

D. Contract Type (e.g., FFP, FPIF, CPIF, CPFF, etc.): FFP

E. Program Title: Telecom

F. Brief Program Description: 4G LTE Private network build out,

G. Period of Performance

1. Original Schedule:
   Beginning Date 2017 through 2019
2. Current Schedule:
   Beginning Date N/A through __
3. Reason for difference (if applicable):

H. Contract Dollar Value

1. Original maximum contract dollar value (assuming all options exercised): $ 173,603.40
2. Current maximum contract dollar value (assuming all options exercised): $ N/A
3. Reasons for difference between original and current contract dollar value (if applicable): N/A

I. Description of work performed: install lines & antennas
install radio traceivers

J. Was this a competitively awarded contract? ☐ Yes ☑ No

K. Contractor's Role: ☑ Prime Contractor ☐ Subcontractor ☐ Key Personnel

Note: If offeror holds or has held other contracts with your agency/organization in the last three (3) years, please complete separate Past Performance Questionnaire forms for those contracts as well to a maximum of two.

Section 2: Customer or Agency Identification

A. Customer or agency name: Ameren

B. Customer or agency description (if applicable): Investor owned electric and gas utility in Missouri and Illinois

For Official Use Only
When completed, this document is Source Selection Information IAW FAR 2.101 and 3.104.

Attachment 4: Past Performance Questionnaire - FA462519Q0067

Section 1: Contract Identification

A. Contractor (Company/Division): Second Sight Systems, LLC

B. Contractor Cage Code: 73VR9

C. Contract Number: 1333MA18NWWR0066

D. Contract Type (e.g., FFP, FPIF, CPIF, CPFF, etc.): FFP

E. Program Title: Putnamville, Hannibal

F. Brief Program Description: Remove and replace lines, 153MHz Dipole antennae

G. Period of Performance

1. Original Schedule:
   Beginning Date 2018 through 2019
2. Current Schedule:
   Beginning Date _____ through N/A
3. Reason for difference (if applicable):

H. Contract Dollar Value

1. Original maximum contract dollar value (assuming all options exercised): $ 49,983.60
2. Current maximum contract dollar value (assuming all options exercised): $ N/A
3. Reasons for difference between original and current contract dollar value (if applicable):

I. Description of work performed: Remove, replace lines/antennas

J. Was this a competitively awarded contract? ☑ Yes ☐ No

K. Contractor's Role: ☑ Prime Contractor ☐ Subcontractor ☐ Key Personnel

Note: If offeror holds or has held other contracts with your agency/organization in the last three (3) years, please complete separate Past Performance Questionnaire forms for those contracts as well to a maximum of two.

Section 2: Customer or Agency Identification

A. Customer or agency name: NOAA

B. Customer or agency description (if applicable):
National Weather Service

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Second Sight Systems, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: July 15, 2022
Expiration Date: July 31, 2026
WBENC National Certification Number: WBE2201698

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Authorized by Erica Kuhlman, President & CEO
Women's Business Development Center - Midwest

WBDC
IGNITES BUSINESS GROWTH

NAICS: 238990
UNSPSC: 81112000

CERTIFICATE OF MEMBERSHIP

This is to certify that

Second Sight Systems

is a member in good standing with **NATE**

with the status of **Principal Contractor Member**

for the period of **July 1, 2025 to June 30, 2026**.

NATE
THE COMMUNICATIONS INFRASTRUCTURE CONTRACTORS ASSOCIATION

NATE CHAIRMAN

NATE PRESIDENT & CEO

EXECUTION OF OFFER

Date: 1/6/2026

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 17.

Offeror/ COMPANY: Second Sight Systems, LLC

SIGNATURE (INK): Evan Luthenaver

NAME: (TYPED/PRINTED) Evan Luthenaver

TITLE: Tower Program Manager

STREET: 12949 Mdurer Industrial Dr

CITY/STATE/ZIP: Saint/Louis, MO, 63127

TELEPHONE: 314 683 8844 FAX:

E-MAIL ADDRESS: evan.luthenaver@sssrf.com

Second Sight Systems
Contractor's Name

PROPOSAL
RFP 25004551R

To: Purchasing Manager
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the plans, specifications and contract documents, the location of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Materials Portion Incorporated Into Project 0.00 DOLLARS

Labor Portion Incorporated Into Project 118,193.00 DOLLARS

Other Costs Not Incorporated Into Project 14,400.00 DOLLARS

Total Proposal 132,593.00 DOLLARS

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid and he further agrees to commence work within ten (10) days after the date of written notice to do so and to substantially complete same within 30 calendar days.

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 Manager
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

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

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, 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 THE 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. 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, Bidder 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 fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the

apparent extent thereof, the amount of damages sustained, the amount for which the Bidder will settle, the physical and mailing addresses of Bidder at the time and date the claim was presented and the physical and mailing addresses of Bidder for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Bidder 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 Bidder that Bidder's notice is insufficient. The 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, Bidder's failure to comply with the requirements herein shall perpetually bar Bidder's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Bidder agrees that the requirements of this entire Contract are reasonable.

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.

SOVEREIGN IMMUNITY: By Executing this contract the City is not waiving its right of Sovereign immunity. the City is retaining its IMMUNITY from suit. the City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

Second Sight Systems, LLC	Evan Luthenauer	3146838844
Bidder	Authorized Signature	Telephone
12949 Maurer Industrial Dr	Evan Luthenauer	
Address, City and State	Please Print above Name	Fax
Saint Louis, MO		

Bidder's Enclosure Check List: (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

☒ PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (**Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision) including a waiver of subrogation as stated in the contract)**

☒ 5% BID BOND FOR CONTRACTS IN AMOUNTS OF $50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT).* **THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND AND PERFORMANCE BOND FOR BIDS OF $50,000 OR MORE. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING MANAGER. Call (432) 685-7234 for information.**

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

***FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**

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.**

Second Sight Systems, LLC

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

1/6/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

Not Applicable

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature:  Date: 1/6/2026

Printed Name and Title: Evan Luthenauer / Tower Program Manager

SOLICITATION NO. 25004551R

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

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

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

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

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



Authorized Signature

Tower Program Manager
Title

Evan Luthenauer
Name (Print)

Second Sight Systems, LLC
Company

1/6/2026
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM

BID # 25004551R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: August 6, 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. Is it possible to gain access to both locations for surveys and to take measurements that are not listed in the RFP documents?
A1. Yes, site access can be arranged for vendors to perform surveys and take additional measurements. The City will coordinate visits based on vendor availability. If multiple vendors express interest, a joint site visit will be scheduled to accommodate all parties efficiently.

Q2. Does the City have an agreement with the landfill allowing disposal of non-recyclable material for free, or will this be at an additional cost?
A2. The City does not have a prearranged agreement with the landfill for free disposal of non-recyclable materials. Vendors are responsible for coordinating and covering any costs associated with such disposal as part of their proposal.
Reference: Section 2.1 – Project Scope:
“The Vendor will be responsible for working with the Landfill Manager to determine an on-site location for the disposal of non-recyclable materials and debris.”

Q3. Same as question 2 in reference to disposal of generator fuels?
A3. Fuel must be drained from the generators before relocation. The vendor is responsible for the safe handling and disposal of generator fuel and any hazardous materials. Once relocated to the City storage site, fuel may be refilled for future use.
Reference: Section 2.1 – Project Scope:
“Vendor shall be responsible for draining the fuel tanks and removing any hazardous materials as required for safe transport to the designated facility… and work with the Landfill Manager for proper disposal.”

Q4. Are the generators at both locations diesel fueled?
A4. Yes, both generators are diesel-fueled. However, the exact fuel capacity or remaining quantity is unknown currently.

Q5. Do you know if there is a cost associated with concrete recycling? I am wondering if the City has a prearrangement with Versatile Industries.
A5. The City does not have a prearranged agreement with Versatile Industries for concrete recycling. The vendor is responsible for making arrangements and covering any associated costs.
Reference: Section 2.1 – Project Scope:
"All concrete will be relocated to Versatile Industries V, LLC… Any proceeds generated from the recycled materials shall be directed in full to the City of Midland."

Q6. What is the true deadline for questions? The RFP document states 7/25 but the Bonfire listing states 8/15.
A6. Please follow the Bonfire listing deadline of 08/15/2025 as the official deadline for vendor questions.

Q7. Can you tell me why the landfill tower is being dismantled? Are there structural problems or deficiencies?
A7. No structural issues or deficiencies have been cited. The Landfill Tower and PD Monopole are being dismantled because the City has decommissioned these sites and they are no longer required for current or future use.

Q8. Is the contractor required to submit the tower site removal documentation to the FCC?
A8. No, the contractor is not required to submit FCC documentation. The City's designated consultant will handle the FCC dismantlement notification process on behalf of the City and the vendor.

Q9. Will the equipment and equipment racks be removed from the shelters prior to commencement of the project?
A9. Yes, all shelters are empty. No equipment or racks remain inside, so the vendor will not need to perform any equipment removal.

Q10. Are there any drawings or as-builts for the PD Monopole? Any kind of notation or documentation of the in-ground foundation?
A10. No, the City does not have any drawings, as-builts, or structural documentation related to the PD Monopole or its foundation.

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

All other terms and conditions shall remain the same.

Second Sight Systems, LLC
Company Name



Bidder Authorized Signature

1/6/2026
Date

Evan Luthenauer
Please Print Above Name

314-683-8844
Phone

CITY OF MIDLAND

ADDENDUM

BID # 25004551R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: September 12, 2025

The following changes have been made to the specifications.

The bid close date has been extended to September 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.

Second Sight Systems, LLC
Company Name



Bidder Authorized Signature

1/6/2026
Date

Evan Luthenauer
Please Print Above Name

314-683-8844
Phone

CITY OF MIDLAND

ADDENDUM

BID # 25004551R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: September 12, 2025

The following changes have been made to the specifications.

The bid close date has been extended to October 22, 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.

Second Sight Systems, LLC
Company Name



Bidder Authorized Signature

1/6/2026
Date

Evan Luthenauer
Please Print Above Name

314-683-8844
Phone

CITY OF MIDLAND

ADDENDUM

BID # 25004551R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: October 20, 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.

Second Sight Systems, LLC
Company Name

Bidder Authorized Signature

1/6/2026
Date

Evan Luthenauer
Please Print Above Name

314-683-8844
Phone

CITY OF MIDLAND

ADDENDUM

BID # 25004551R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 5

DATE: October 27, 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:

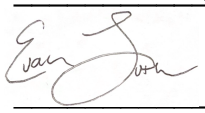
Q1. We would like to request an onsite visit to both locations prior to submitting a proposal. Is this something we can do in the very near future?

A1. Friday: 10/31/2025
Time: 10:00 a.m. CT
Address to meet: 601 N Loraine St, Midland, TX, 79701
Contact Persons: Andrew Clifton, Mansoor Chaudhary

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

All other terms and conditions shall remain the same.

Second Sight Systems, LLC
Company Name



Bidder Authorized Signature

1/6/2026
Date

Evan Luthenauer
Please Print Above Name

314-683-8844
Phone

CITY OF MIDLAND

ADDENDUM

BID # 25004551R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 6

DATE: November 25, 2025

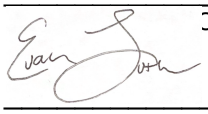
The following changes have been made to the specifications.

The bid close date has been extended to January 7, 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.

Second Sight Systems, LLC
Company Name



Bidder Authorized Signature

1/6/2026
Date

Evan Luthenauer
Please Print Above Name

314-683-8844
Phone

CITY OF MIDLAND

ADDENDUM

BID # 25004551R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 7

DATE: December 2, 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. Please re-download document 01 Midland Landfill Tower RFP

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

All other terms and conditions shall remain the same.

Second Sight Systems, LLC
Company Name



Bidder Authorized Signature

1/6/2026
Date

Evan Luthenauer
Please Print Above Name

314-683-8844
Phone

CITY OF MIDLAND

ADDENDUM

BID # 25004551R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 8

DATE: January 5, 2026

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 the City requesting Hard Copy Proposals?

A1. No. An electronic upload to the e-procurement system will suffice.

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

All other terms and conditions shall remain the same.

Second Sight Systems, LLC
Company Name



Bidder Authorized Signature

1/6/2026
Date

Evan Luthenauer
Please Print Above Name

314-683-8844
Phone

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.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. N/A

KNOW ALL MEN BY THESE PRESENTS, THAT Second Sight Systems, LLC

(hereinafter called the Principal), as Principal, and Travelers Casualty and Surety Company of America

(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 Attached 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 Provide Labor, Materials, Equipment and Supervision necessary for removal and disposal of the Landfill Tower and MPD Contract# 25004551R.

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 6 day of January, 20 26.

Second Sight Systems, LLC

'rincipal

By _____

Evan Luthenauer
Tower Program Manager

Address 12949 Maurer Industrial Drive

St Louis, MO 63127

Travelers Casualty and Surety Company of America

Surety

By _____

Corey Burdick, Attorney-In-Fact

Address 8235 Forsyth Blvd. Ste. 1200

St Louis, MO 63105

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

FORM\BIDBOND.FRM

REVISED: March 30, 2011

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Corey Burdick** of **CLAYTON**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6** day of **January**, **2026**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PayB 2

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

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

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

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

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

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

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

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PerfB 2

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

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

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

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

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

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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* SUTX2014-037 07/21/2014

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

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

OPERATOR: Bulldozer.....$ 18.29 1.31

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

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

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

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

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

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

** 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"

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3094316

DATE (MM/DD/YYYY)
01/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **LOCKTON AFFINITY, LLC** **P.O. BOX 879610** **KANSAS CITY, MO 64187-9610**	**CONTACT NAME:** LOCKTON AFFINITY, LLC **PHONE (A/C, No, Ext):** 913-652-7500 **FAX (A/C, No):** 913-652-7599 **E-MAIL ADDRESS:** efm@locktonaffinity.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Arch Insurance Company — 11150 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED **Second Sight Systems, LLC** **12949 Maurer Industrial Dr** **Sunset Hills, MO 63127**	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS- [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	LAAUT0111901	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N [ ]	N / A					[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR:

POLICY PROVIDES PROTECTION FOR ANY AND ALL OPERATIONS/JOBS PERFORMED BY THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION INCLUDED BY WRITTEN CONTRACT. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY.

The City of Midland as an additional insured.

CERTIFICATE HOLDER

The City of Midland
Office of the Purchasing Manager
P.O. Box 1152
Midland, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patti D. Stamer

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following: AUTO

DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM MOTOR
CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

© Insurance Services Office, Inc., 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Schedule	
Person(s) or Organization(s):	Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, **A. Coverage**, Paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the **Schedule** above but only for damages:

a. Which are covered by this insurance; and

b. Which you have agreed to provide in a written contract.

2. The limits of insurance afforded to such person(s) or organization(s) will be:

a. The minimum limits of insurance which you agreed to provide; or

b. The limits of insurance of this policy;

whichever is less.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: LAAUT0111901

Named Insured: Second Sight Systems, LLC

Endorsement Effective Date: 11/01/2025

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City Council Meeting

Item Number: 14.
Meeting Date: February 24, 2026
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH CONTINENTAL RESOURCES, INC. REGARDING AN OIL AND GAS OPERATION LOCATED OUTSIDE OF THE CITY OF MIDLAND THAT WILL INVOLVE THE USE OF A PORTION OF ANETTA DRIVE

Purpose:
Resolution authorizing the execution of a road repair agreement with Continental Resources, Inc., This agreement is for access to a new well construction site located outside the city limits.

Recommended Action:
APPROVE

Fiscal Impact:
There is no cost to the City to process this agreement.

Strategic Priority:
SET THE STANDARD FOR A SAFE AND SECURE CITY

Discussion:
Continental Resources, Inc. ("Operator") intends to use portions of Anetta Drive to access its oil and gas lease until CR 1250 and Anetta Drive construction is completed. After road construction is completed, the operator will use only county-owned roads. After the City of Midland approves the new route and upon request by the operator, this agreement and bond may be released. The operator has attached to this agreement a surety bond in the amount of $50,000.00.

Attachments:
A. RESOLUTION WITH EXHIBIT - Continental Resources - Anetta Dr - Approve Road Repair Agreement Reso w Exh
B. Anetta Dr - Road Repair Agreement (CLR)
C. CLR - Road Use Bond No. CMS0356047
D. Bond Rider
E. Travel Route map

Garrick Clayton, Development Services - Oil and Gas Created/Initiated - 2/12/2026

Garrick Clayton, Development Services - Oil and Gas	Approved - 2/12/2026
Elizabeth Triggs, Development Services	Approved - 2/17/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/18/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH CONTINENTAL RESOURCES, INC. REGARDING AN OIL AND GAS OPERATION LOCATED OUTSIDE OF THE CITY OF MIDLAND THAT WILL INVOLVE THE USE OF A PORTION OF ANETTA DRIVE

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a road repair agreement with Continental Resources, Inc. ("Operator");

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

THAT the Mayor is hereby authorized and directed to execute, on behalf of the City of Midland, a road repair agreement with Operator. Said agreement shall be in a form substantially similar to that attached hereto as Exhibit A and incorporated herein for all legal purposes.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Garrick Clayton, Oil and Gas Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

Continental RESOURCES

ROAD REPAIR AGREEMENT

Continental Resources, Inc. ("Operator") intends to use portions of Anetta Drive to access its oil and gas lease. Operator agrees to pay actual road repair costs up to a maximum amount of Twenty-Five Thousand and No/Hundred Dollars ($25,000.00) per calendar year for damage done to Anetta Drive or the lease entrance gate to the extent that any such damage is verifiably attributable to traffic servicing Operator. Operator will not be obligated to pay for any damage to Anetta Drive attributable to other parties or for damage associated with normal wear and tear. Operator will not be required to pay road repair expenses in excess of $25,000.00 per calendar year per well it plans to operate within the city limits in Section 48, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Operator has attached to this agreement a letter of credit, certificate of deposit or surety bond in the amount of $25,000.00 which will serve to secure payment of any such road repair expenses. In the event such letter of credit, certificate of deposit or surety bond is not restored to $25,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the Operator shall immediately cease use of Anetta Drive until the Operator files the required letter of credit or certificate of deposit or surety bond.

Operator and the City of Midland agree that documentation of any road damage determined to be caused by Operator's use of Anetta Drive to access the well(s) shall be presented to Operator. If the Operator does not agree, then Operator may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give Operator the opportunity to be heard and present facts that Operator deems relevant. The City reserves the right after giving ten (10) business days' written notice to the Operator regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond, as outlined in Subsection (K) of the General Conditions of all the Oil and Gas Well Permits, in order to remedy such situation under City of Midland Ordinance No. 8769, 6-1-23, "Oil & Gas Well Permits." The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described by this agreement.

AGREED TO AND ACCEPTED BY THE FOLLOWING PARTIES:

CONTINENTAL RESOURCES, INC.

By: _____

Name: Ethan Zoeller

Title: ROW Supervisor

Date: 1/26/2026

CITY OF MIDLAND

By: _____

Name: _____

Title: _____

Date: _____

Bond No. CMS0356047

ROAD USE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS:

THAT Continental Resources, Inc., of 20 N. Broadway, OKC, OK 73102, as Principal, and **RLI Insurance Company**, 9025 N. Lindbergh Drive, Peoria, Illinois 61615, as Surety, are held and firmly bound unto the *City of Midland*, a Municipal Corporation of the State of Texas, as Obligee, in the penal sum of *Twenty Five Thousand---and---No/100* Dollars *($25,000.00)*, lawful money of the United States of America, for the payment of which well and truly be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, personal representatives, successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the above bonded Principal has applied or about to enter into a Road Repair Agreement, hereinafter "Agreement", whereby the Obligee agrees to grant Principal access to use portions of Briarwood Ave. (aka W. County Road 60) to access its oil and gas lease as set forth in the Agreement.

NOW, THEREFORE, if the Principal will comply with and faithfully observe and obey all of the terms, conditions of the Agreement, then this obligation to be void; otherwise remain in full force and effect.

PROVIDED, HOWEVER, that this Bond may be continued from year to year by certificate issued by the Surety hereon.

IT IS FURTHER UNDERSTOOD AND AGREED that the Surety shall have the right to terminate its suretyship under this obligation by serving notice in writing of its election to do so upon the City of Midland, Texas, thirty (30) days prior to the date of such termination of such suretyship and thereafter the said Surety shall be discharged from any liability hereunder for any default of its Principal occurring after such termination of such liability.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this 27th_ day of August, 2025.

Continental Resources, Inc. 20 N. Broadway, Oklahoma City, OK 73102
Principal

By: _____
(Signature)
Robert C. Hagens
Sr. Vice President, Commercial Development
(Printed Name/Title)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615
Surety

By: _____
Roxanne L. Devereaux, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tara Ramos, John E. Dillingham, Daniel Chad Dillingham, Debbie Cornelsen, Roxanne L. Devereaux, Amber Jarman, Megan Davis, Helen Kasper, Thomas Price Dillingham, jointly or severally

in the City of Enid, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 5th day of February, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 5th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27th day of August, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

3523328020212

A0058D19

9025 N. LINDBERGH DR • PEORIA, IL 61615
P: 309-692-1000 • F: 309.683.1610
RLISURETY.COM

RLI SURETY

INCREASE RIDER

Attaching to and forming part of City of Midland Road Use Bond No. CMS0356047, executed August 27, 2025, on behalf of Continental Resources, Inc. as Principal, in favor of the City of Midland as Obligee, issued by RLI Insurance Company as Surety, in the amount of Twenty-five thousand and No/100 Dollars ($25,000.00).

It is understood and agreed that effective February 9, 2026, the amount of this bond is increased by Twenty-five thousand and no/100 Dollars ($25,000).

The total amount of this bond is amended to read Fifty thousand and no/100 Dollars ($50,000.00).

It is also understood the bond description is to include the Anette Drive Road to its access oil & gas lease.

All other conditions and terms remain as originally written. Signed, sealed, and dated this 9th day of February 2026.

Continental Resources, Inc.
Principal

By: _____
John Hart, CFO
Printed Name & Title

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
Surety

By: _____
Roxanne L. Devereaux, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tara Ramos, John E. Dillingham, Daniel Chad Dillingham, Debbie Cornelsen, Roxanne L. Devereaux, Amber Jarman, Megan Davis, Helen Kasper, Thomas Price Dillingham, jointly or severally

in the City of Enid, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 18th day of December, 2025.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 18th day of December, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARIAL SEAL STATE OF OHIO

JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires:
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 9th day of February, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Christina Dean — Corporate Secretary

3523328020212

A0058D19

Continental RESOURCES

ROAD REPAIR AGREEMENT

Continental Resources, Inc. ("Operator") intends to use portions of Anetta Drive to access its oil and gas lease. Operator agrees to pay actual road repair costs up to a maximum amount of Twenty-Five Thousand and No/Hundred Dollars ($25,000.00) per calendar year for damage done to Anetta Drive or the lease entrance gate to the extent that any such damage is verifiably attributable to traffic servicing Operator. Operator will not be obligated to pay for any damage to Anetta Drive attributable to other parties or for damage associated with normal wear and tear. Operator will not be required to pay road repair expenses in excess of $25,000.00 per calendar year per well it plans to operate within the city limits in Section 48, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Operator has attached to this agreement a letter of credit, certificate of deposit or surety bond in the amount of $25,000.00 which will serve to secure payment of any such road repair expenses. In the event such letter of credit, certificate of deposit or surety bond is not restored to $25,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the Operator shall immediately cease use of Anetta Drive until the Operator files the required letter of credit or certificate of deposit or surety bond.

Operator and the City of Midland agree that documentation of any road damage determined to be caused by Operator's use of Anetta Drive to access the well(s) shall be presented to Operator. If the Operator does not agree, then Operator may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give Operator the opportunity to be heard and present facts that Operator deems relevant. The City reserves the right after giving ten (10) business days' written notice to the Operator regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond, as outlined in Subsection (K) of the General Conditions of all the Oil and Gas Well Permits, in order to remedy such situation under City of Midland Ordinance No. 8769, 6-1-23, "Oil & Gas Well Permits." The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described by this agreement.

AGREED TO AND ACCEPTED BY THE FOLLOWING PARTIES:

CONTINENTAL RESOURCES, INC.

By: _____

Name: Ethan Zoeller

Title: ROW Supervisor

Date: 1/26/2026

CITY OF MIDLAND

By: _____

Name: _____

Title: _____

Date: _____

Bond No. CMS0356047

ROAD USE BOND

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS:

THAT Continental Resources, Inc., of 20 N. Broadway, OKC, OK 73102, as Principal, and **RLI Insurance Company**, 9025 N. Lindbergh Drive, Peoria, Illinois 61615, as Surety, are held and firmly bound unto the *City of Midland*, a Municipal Corporation of the State of Texas, as Obligee, in the penal sum of *Twenty Five Thousand---and---No/100* Dollars *($25,000.00)*, lawful money of the United States of America, for the payment of which well and truly be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators, personal representatives, successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the above bonded Principal has applied or about to enter into a Road Repair Agreement, hereinafter "Agreement", whereby the Obligee agrees to grant Principal access to use portions of Briarwood Ave. (aka W. County Road 60) to access its oil and gas lease as set forth in the Agreement.

NOW, THEREFORE, if the Principal will comply with and faithfully observe and obey all of the terms, conditions of the Agreement, then this obligation to be void; otherwise remain in full force and effect.

PROVIDED, HOWEVER, that this Bond may be continued from year to year by certificate issued by the Surety hereon.

IT IS FURTHER UNDERSTOOD AND AGREED that the Surety shall have the right to terminate its suretyship under this obligation by serving notice in writing of its election to do so upon the City of Midland, Texas, thirty (30) days prior to the date of such termination of such suretyship and thereafter the said Surety shall be discharged from any liability hereunder for any default of its Principal occurring after such termination of such liability.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this 27th_ day of August, 2025.

Continental Resources, Inc. 20 N. Broadway, Oklahoma City, OK 73102
Principal

By: _____
(Signature)
Robert C. Hagens
Sr. Vice President, Commercial Development
(Printed Name/Title)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615
Surety

By: _____
Roxanne L. Devereaux, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tara Ramos, John E. Dillingham, Daniel Chad Dillingham, Debbie Cornelsen, Roxanne L. Devereaux, Amber Jarman, Megan Davis, Helen Kasper, Thomas Price Dillingham, jointly or severally

in the City of Enid, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 5th day of February, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 5th day of February, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO

JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 27th day of August, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

3523328020212

A0058D19

9025 N. LINDBERGH DR • PEORIA, IL 61615
P: 309-692-1000 • F: 309.683.1610
RLISURETY.COM

RLI SURETY

INCREASE RIDER

Attaching to and forming part of City of Midland Road Use Bond No. CMS0356047, executed August 27, 2025, on behalf of Continental Resources, Inc. as Principal, in favor of the City of Midland as Obligee, issued by RLI Insurance Company as Surety, in the amount of Twenty-five thousand and No/100 Dollars ($25,000.00).

It is understood and agreed that effective February 9, 2026, the amount of this bond is increased by Twenty-five thousand and no/100 Dollars ($25,000).

The total amount of this bond is amended to read Fifty thousand and no/100 Dollars ($50,000.00).

It is also understood the bond description is to include the Anette Drive Road to its access oil & gas lease.

All other conditions and terms remain as originally written. Signed, sealed, and dated this 9th day of February 2026.

Continental Resources, Inc.
Principal

By: _____
John Hart, CFO
Printed Name & Title

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
Surety

By: _____
Roxanne L. Devereaux, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tara Ramos, John E. Dillingham, Daniel Chad Dillingham, Debbie Cornelsen, Roxanne L. Devereaux, Amber Jarman, Megan Davis, Helen Kasper, Thomas Price Dillingham, jointly or severally

in the City of Enid, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 18th day of December, 2025.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Eric Raudins — Sr. Vice President

State of Ohio
County of Cuyahoga } SS

On this 18th day of December, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Jill A. Scott — Notary Public

NOTARIAL SEAL STATE OF OHIO

JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires:
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 9th day of February, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

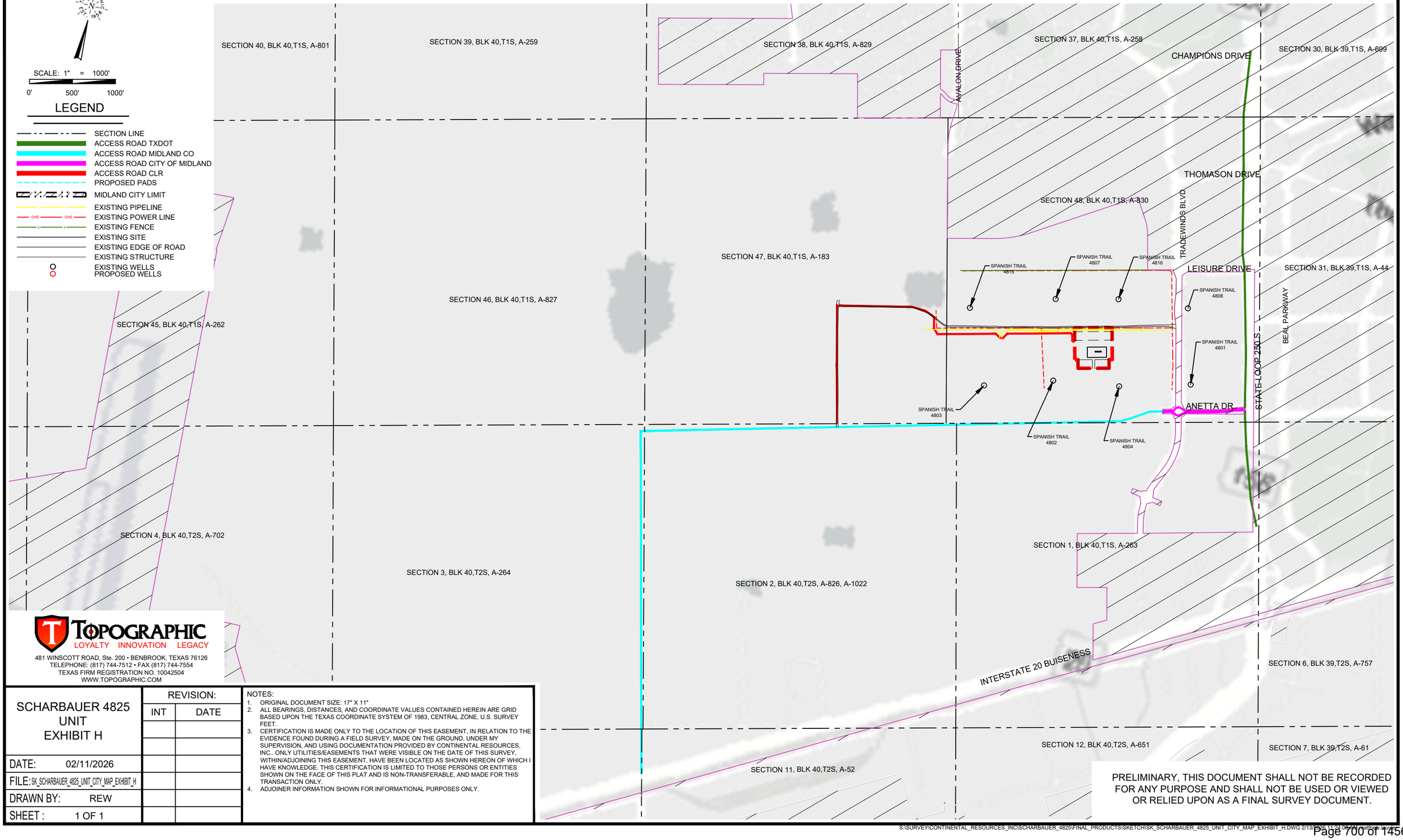
By: _____
Christina Dean — Corporate Secretary

3523328020212

A0058D19

EXHIBIT H

MAP OF PROPOSED TRANSPORTATION ROUTES AND ROADS FOR EQUIPMENT, CHEMICALS, OR REFUSE PRODUCTS



SCALE: 1" = 1000'

0' 500' 1000'

LEGEND

- SECTION LINE
- ACCESS ROAD TXDOT
- ACCESS ROAD MIDLAND CO
- ACCESS ROAD CITY OF MIDLAND
- ACCESS ROAD CLR
- PROPOSED PADS
- MIDLAND CITY LIMIT
- EXISTING PIPELINE
- EXISTING POWER LINE
- EXISTING FENCE
- EXISTING SITE
- EXISTING EDGE OF ROAD
- EXISTING STRUCTURE
- EXISTING WELLS
- PROPOSED WELLS

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
481 WINSCOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

SCHARBAUER 4825 UNIT EXHIBIT H	REVISION: INT	DATE
DATE: 02/11/2026		
FILE: SK_SCHARBAUER_4825_UNIT_CITY_MAP_EXHIBIT_H		
DRAWN BY: REW		
SHEET : 1 OF 1		

NOTES:
1. ORIGINAL DOCUMENT SIZE: 17" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET.
3. CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY CONTINENTAL RESOURCES, INC.. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

S:\SURVEY\CONTINENTAL_RESOURCES_INC\SCHARBAUER_4825\FINAL_PRODUCTS\SKETCH\SK_SCHARBAUER_4825_UNIT_CITY_MAP_EXHIBIT_H.DWG 2/13/2026 11:24:06 AM rwilliams

City Council Meeting

Item Number: 15.
Meeting Date: February 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF HORSESHOE BEND, BEING A REPLAT OF A 64.12-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, STALEY ADDITION, AND A 125.01-ACRE TRACT OF LAND OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH GARFIELD STREET, APPROXIMATELY 1,295 FEET NORTH OF MOCKINGBIRD LANE)

Purpose:

Newton Engineering, on behalf of Mark Payne, is requesting to replat a 64.12-acre portion of Lot 1,Block 1, Staley Addition, and plat a 125.01-acre tract of land located on the east side of Garfield Street into 385 lots for future residential and commercial development. 11 of the lots are for commercial and retail use. 374 are for residential use.

Current Zoning:

AE, Agricultural Estate District, in part, SF-1, Single-Family Dwelling District, in part, and PD, Planned Development District for a Shopping Center, in part.

This request has been routed to all respective departments for internal review. The comments are below.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For Applicant's Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant's Information Only.]

PAVING: Garfield road is sub-standard, construct to City Standards for entire platted frontage or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)] Internal paving improvement have not been submitted/accepted. Construct roads shown to City Standards for entire platted frontage. [Reference City Code Sect. 11-2-3(G)1]

WATER: Internal water improvement have not been submitted/accepted. Construct roads shown to City Standards for entire platted frontage. [Reference City Code Sect. 11-2-3(G)1]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None.[For Applicant's Information Only.]

SEWER: Internal sewer improvement have not been submitted/accepted. Construct roads shown to City Standards for entire platted frontage. [Reference City Code Sect. 11-2-3(G)1]

DRAINAGE: Drainage report has been submitted and its currently under review. FEMA Firm data to be on plat face. [Reference Midland City Code 11-2-3(D)8]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

STREET NAME AND TRAFFIC CONTROL SIGN FEE – Due at Final Plat submittal at a rate of $650 per intersection. The fee will be assessed based on the number of intersections included in each Final Plat phase. [Reference City Code Section 11-2-5(C)3(t).] No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved with Conditions)

No Oil & Gas issues

GIS: (Approved)

Blocks should be 1, 2, etc. Blocks "7, 8, 11" should begin with Lot 1 and continue sequentially. (these are new blocks since they are a different subdivision and so are not a continuation of the adjacent subdivision) Please give common areas letters. Should detention basin be common area with a drainage basin easement? Silverado Dr where it bends 90 degrees should have a different name (either going east-west or north-south) Along west of plat, the dedication should be part of the metes and bounds/calls of the plat. (provide width being platted) Sewer line in common area and block 13, lot 19 may need an easement. Provide recording info and depict the sewer line along the south of this plat. Distances needed along lot lines. Do islands in Mockingbird Ln need to be common areas as well? If so, provide calls for them. Consult Holly for Street types. Legal should mention that part is a replat of Staley (provide acreage of Staley being replatted). Provide recording info for existing dedication for N Garfield St. Add direction to Garfield St.

ADDRESSING: (Approved)

1) "Durango St" s/b "Durango Dr", 2) "Breckenridge Ct" s/b "Breckenridge Dr", 3) Update language for "Detension Basin Common Area" to "Detension Basin, Common Area "#Lter" - Example: "Detension Basin, Common Area "1A", 4) Change block #10 to #19 (which is between blocks 14 & 18), 5) Change street name to not include "Horseshoe" on "Horseshoe Harbor Ct". This street intersects with Horseshoe Bend Ave. and this makes 2 similar street names within the same subdivision. By changing, there will be less confusion for public safety & citizen confusion, 6) "Silverado Dr" has a 90 degree turn. Due to this, a new street name must be assigned to one of the street sections from where it splits at this turn (preferably the section heading S-N be changed to separate this name from the similar name of "Silverton Dr", which intersects on the street section heading E-W).

CRMWD: (Approved)

Prior to finalizing the plat, the developer shall determine the locations of the CRMWD pipelines. If needed, the existing CRMWD easement shall be adjusted on the new plat so that the existing pipelines are within the easement.

Surveyor: (Approved)

Everything looks good

HEALTH DEPARTMENT: (Approved)

The plat shows a sewer line proposed on the plat, so no need for a septic system.

PLANNING: (Approved)

In addition to the preliminary plat, a zone change for this property is running concurrently. The zone change for this property must be approved before final plat submittal [Informational]

In the certificate of approval, change the chairman to Joshua Sparks [Informational]

Have your legal description match the one I provided [Informational]

Refer to GIS and Addressing's comments regarding the correct way to label common areas [Informational]

Update all of the certificates to show "2026" [Informational]

Since the proposed plat exceeds 25 acres, it will need to be approved by City Council [Midland City Code 11-2-3(D)11(a)]

Cul-de-sac streets should not exceed 600 feet and require a minimum 50 radius for single family lots. Verify and confirm that all cul-de-sacs will be in compliance with city code. [Midland City Code 11-2-5(C)3(q)(1)]

This plat qualifies as a residential replat since of portion of this land is already platted and zoned residentially. A public hearing will be held at the final plat phase [Midland City Code 11-2-7(A)3(b)]

Make sure all information including letters and numbers is visible on the face of plat. Some information seems to be cut off. [Informational]

Label the alley dimensions on the face of the plat [Midland City Code 11-2-3(D)4(g)]

Staff recommends approval of the Preliminary Plat of Horseshoe Bend, subject to the following conditions.

Conditions:

A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]

B. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].

C. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

D. That a zone change to a zoning district which allows the proposed lot dimensions be approved by City Council before final plat submittal. [11-2-3(D)8(b)]

Attachments:

A. P-25-2454, Combined Documents
B. CC - - Horseshoe Bend Preliminary Plat

Britton Murry, Development Services	Created/Initiated - 2/12/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

HORSESHOE BEND

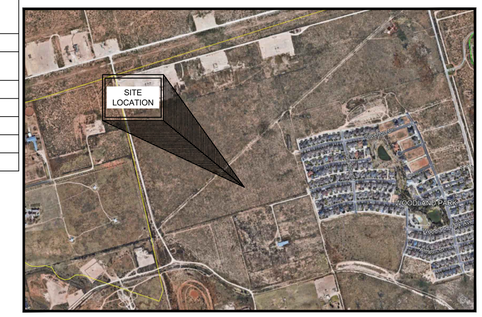
BEING A REPLAT OF A 64.12 ACRE PORTION OF LOT 1, BLOCK 1, STALEY ADDITION AND A 125.01 ACRE TRACT LOCATED IN SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	120.21'	2000.00'	3.44°	N71° 12' 55"W	120.19'
C2	175.42'	2030.00'	4.95°	S70° 43' 55"E	175.36'
C3	230.67'	500.00'	26.43°	S27° 49' 43"E	228.63'

LEGEND

◉	PROPERTY CORNER FOUND (SEE PLAN)
○	1/2" IRON ROD WITH CAP "RPLS 5707" SET WHERE POSSIBLE
———	BOUNDARY LINE
———	ADJACENT PROPERTY
——8"WTR——	PROPOSED WATER LINE
——8"SAN——	PROPOSED SEWER LINE
——36"STM——	PROPOSED STORM SEWER LINE

GRAPHIC SCALE
0 200' 400'
(IN FEET)
1 inch = 200 ft.



LOCATION MAP
N.T.S.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, MARK PAYNE IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN A 64.12 ACRE PORTION OF LOT 1, BLOCK 1, STALEY ADDITION AND A 125.01 ACRE TRACT LOCATED IN SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS AND MORE PARTICULARLY DESCRIBED HEREON.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT:

THAT MARK PAYNE DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS HORSESHOE BEND, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS, AND, HEREBY DEDICATE TO THE PUBLIC USE FOREVER OF THE STREETS, ALLEYS, EASEMENTS, AND DRAINAGE BASINS SHOWN THEREON.

WITNESS OUR HANDS AT MIDLAND, TEXAS, THIS THE _____ DAY OF _____, 2026.

_____
MARK PAYNE HOMES
MARK PAYNE

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON _____, 2026 BY MARK PAYNE

_____
NOTARY PUBLIC, STATE OF TEXAS

CERTIFICATE OF APPROVAL:
FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF HORSESHOE BEND, WAS APPROVED BY PROPER ACTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS. ON THIS _____ DAY OF _____, 2026.

Signed: _____
Abraham Bejil, Chairman

Signed: _____
Landon Ochoa, Secretary

UTILITY COMPANY CERTIFICATE:
This plat has been checked for accessibility of utilities.

Signed: _____ *MARTIN ARGUELLO, Oncor Electric Delivery Company*

Signed: _____ *LUIS MONTEZ, Optimum*

Signed: _____ *JERRY UNDERWOOD, A. T. & T.*

Signed: _____ *RUBEN GUERRA, Astound Broadband*

Signed: _____ *MARK LIEB, Atmos Energy*

NOTES:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

3. BEARINGS/DISTANCES/COORDINATES REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, WITH A COMBINED GRID FACTOR OF 1.000052636 AND THETA ANGLE OF -00°55'02".

4. THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN AS SHOWN HEREON AS DESIGNATED BY FLOOD ZONE X AND ZONE A ACCORDING TO FIRM MAP NUMBER 48329C0086F, DATED SEPTEMBER 16, 2005, AND ARE SUBJECT TO CHANGE. CURRENT INFORMATION REGARDING FLOOD HAZARD AREAS, INCLUDING THE MINIMUM SLAB OR FLOOR ELEVATION REQUIRED FOR CONSTRUCTION ON ANY LOT LOCATED WHOLLY OR PARTLY WITHIN THE 100-YEAR FLOODPLAIN, MAY BE OBTAINED FROM THE CITY OF MIDLAND. BEFORE ANY DEVELOPMENT (INCLUDING FILL, CHANNEL MODIFICATION, ETC.) PROCEEDS ON ANY LAND ENCUMBERED BY THE 100-YEAR FLOODPLAIN, OR WITHIN ANY DRAINAGEWAY OR BASIN, A DEVELOPMENT PERMIT APPLICATION MUST BE FILED AT THE CITY OF MIDLAND.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

OWNER:

Mark Payne Homes
(432) 520-0000
1603 Idlewilde Drive
Midland , TX 79703

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

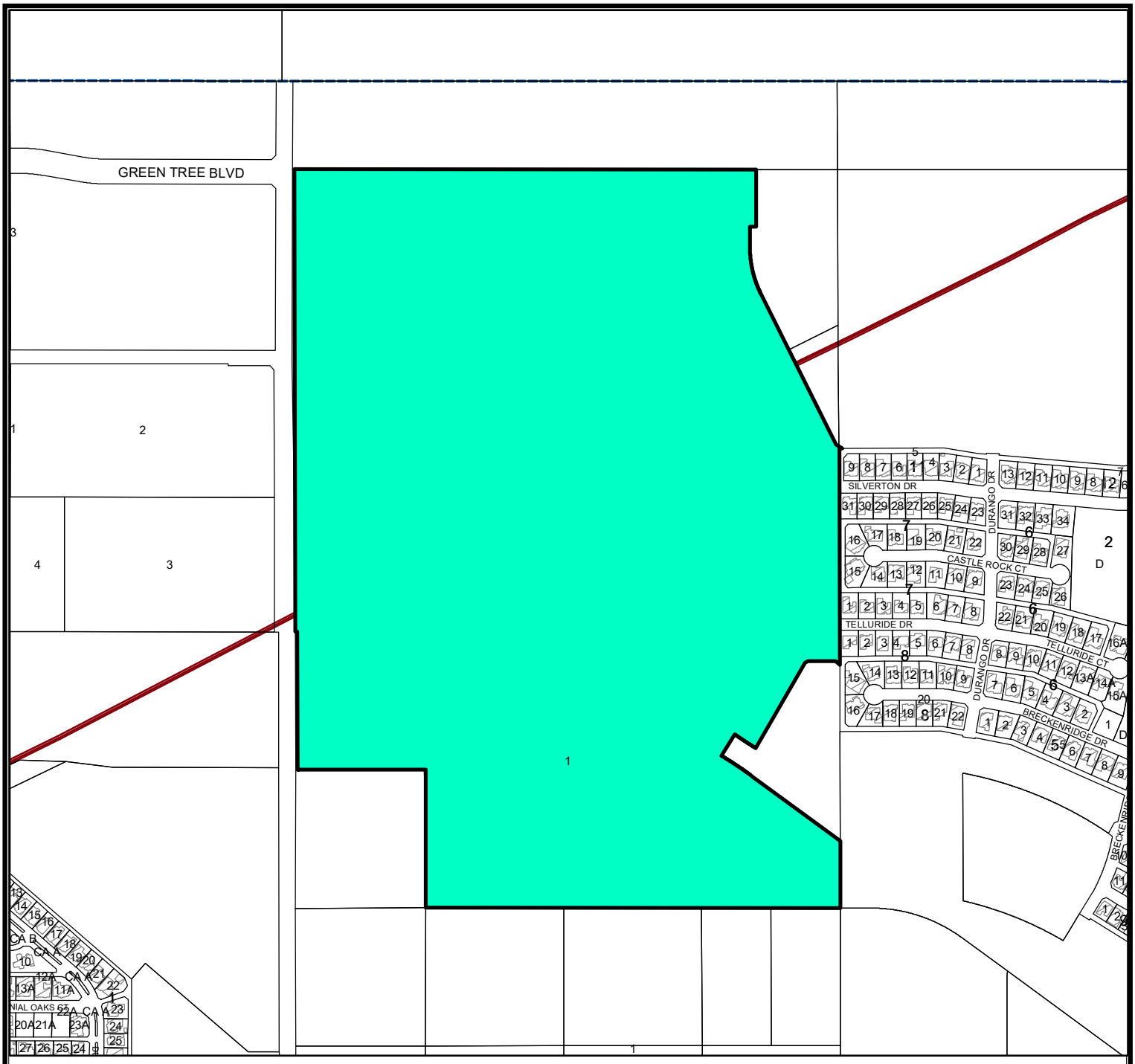
*NO.*_____

*DATE*_____

HORSESHOE BEND
SCALE: 1" = 200' | DRAWN BY:
DATE: JANUARY 2026 | FILE NAME:

NEWTON ENGINEERING, PC
4501A Santa Rosa Dr. Midland, Texas 79707 (432) 770-0499
F-13856 F-10194809
10822 HWY 191 Midland, Texas 79707 (432) 935-0707

PRELIMINARY PLAT | PROJECT NUMBER: 25–ME05091



Location Map

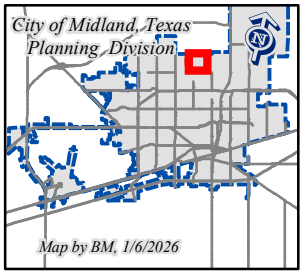
SUB-25-0925 **Scale: 1" = 687'**

Proposed plat of Horseshoe Bend, being a replat of a 64.12-acre portion of Lot 1, Block 1, Staley Addition, and a 125.01-acre tract of land out of Section 10, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located on the east side of North Garfield Street, approximately 1,295 feet north of Mockingbird Lane. (Council District 1)

LEGEND

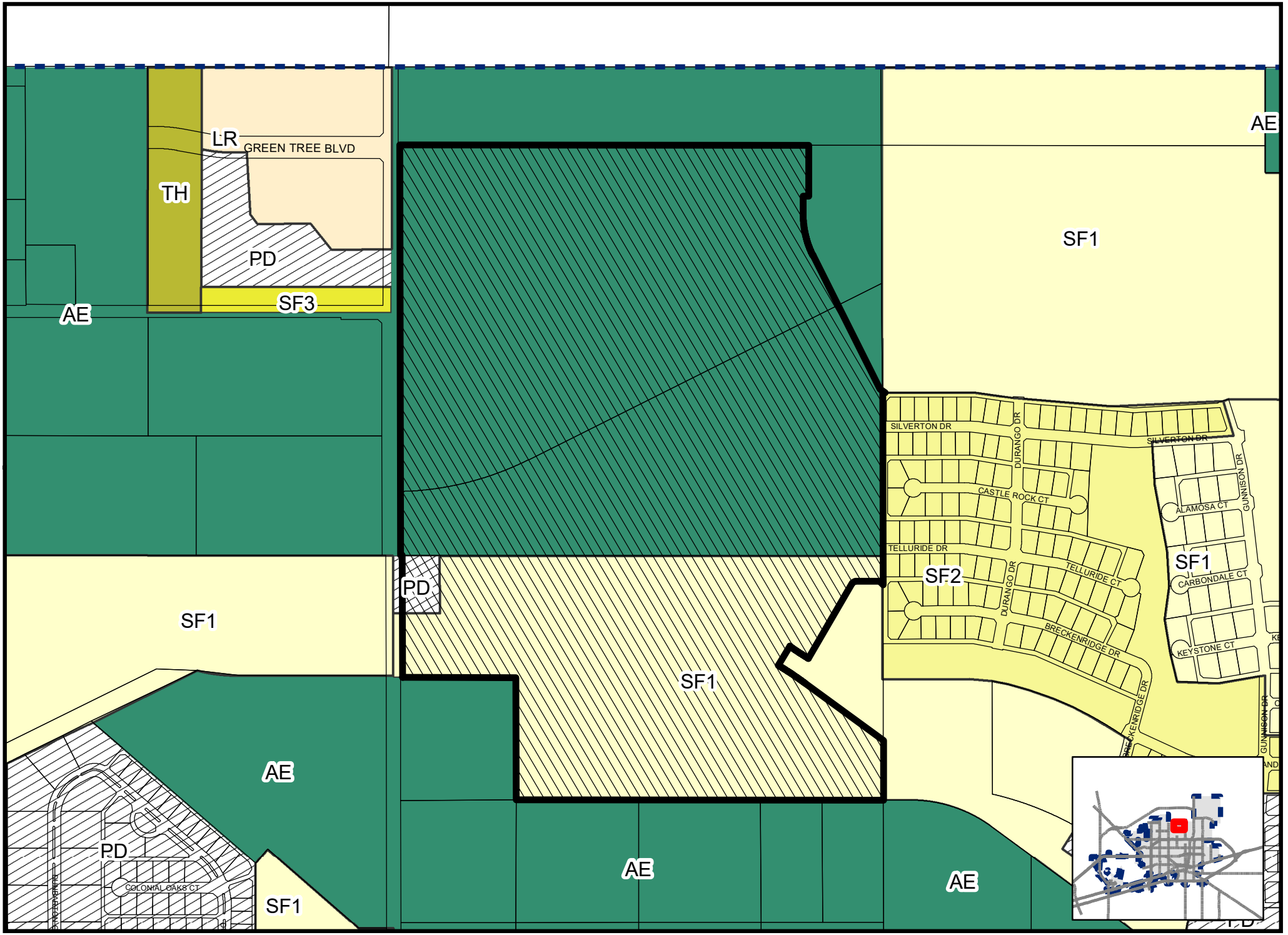
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



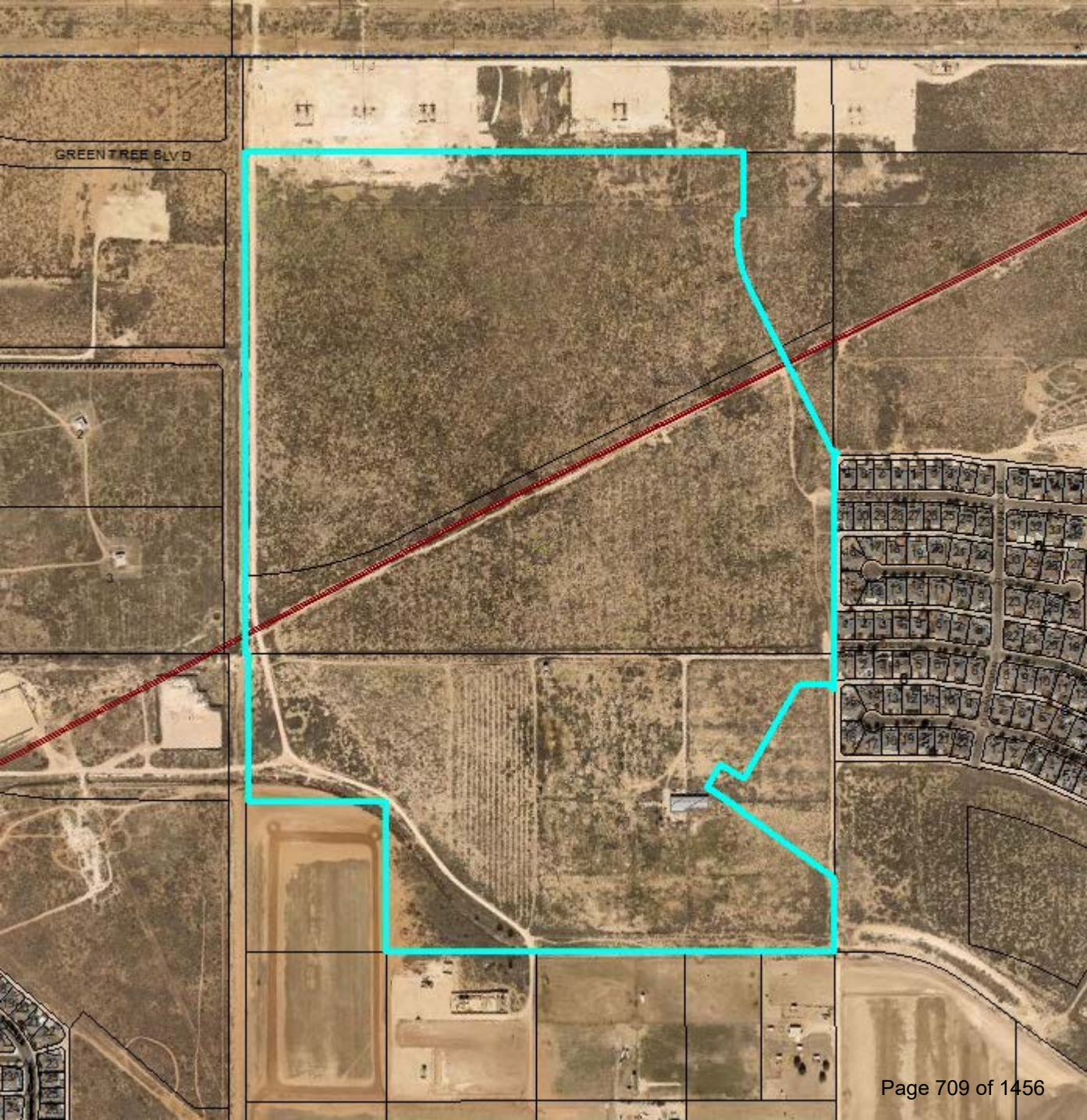
Map by BM, 1/6/2026

SUB-25-0925

Scale: 1" = 651'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS MAP

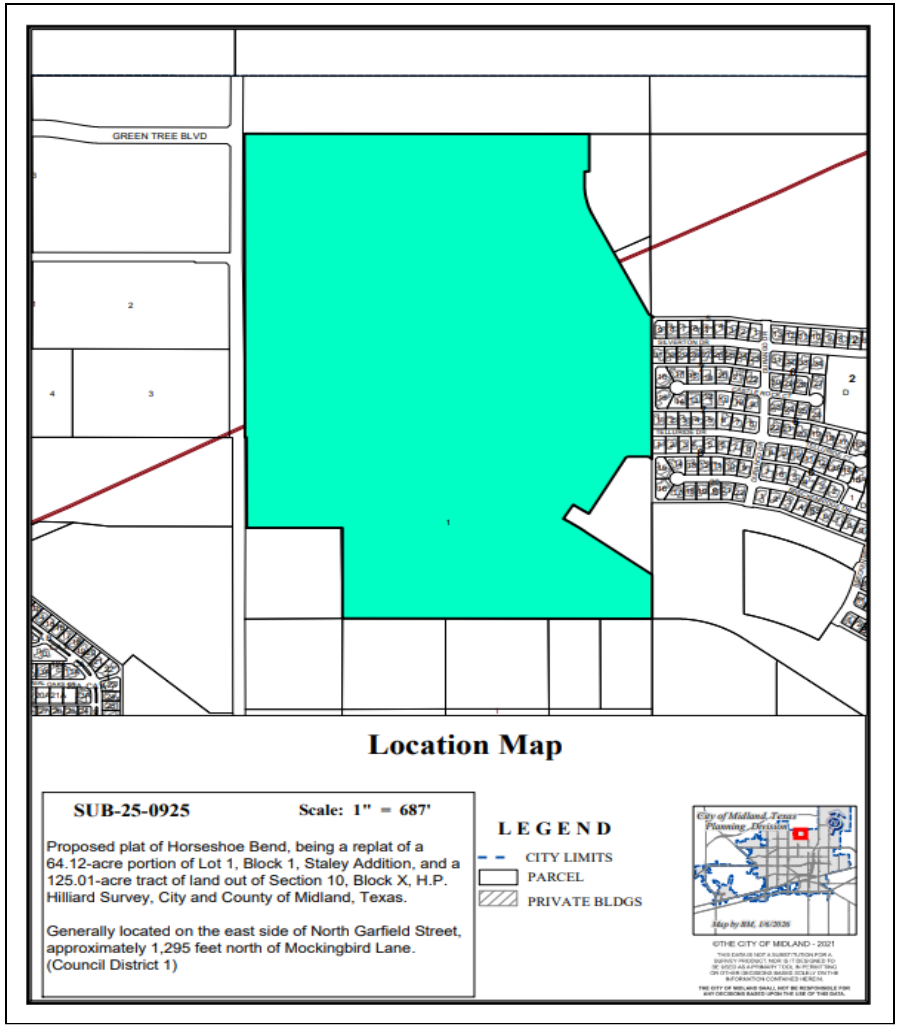

GREEN TREE BLVD




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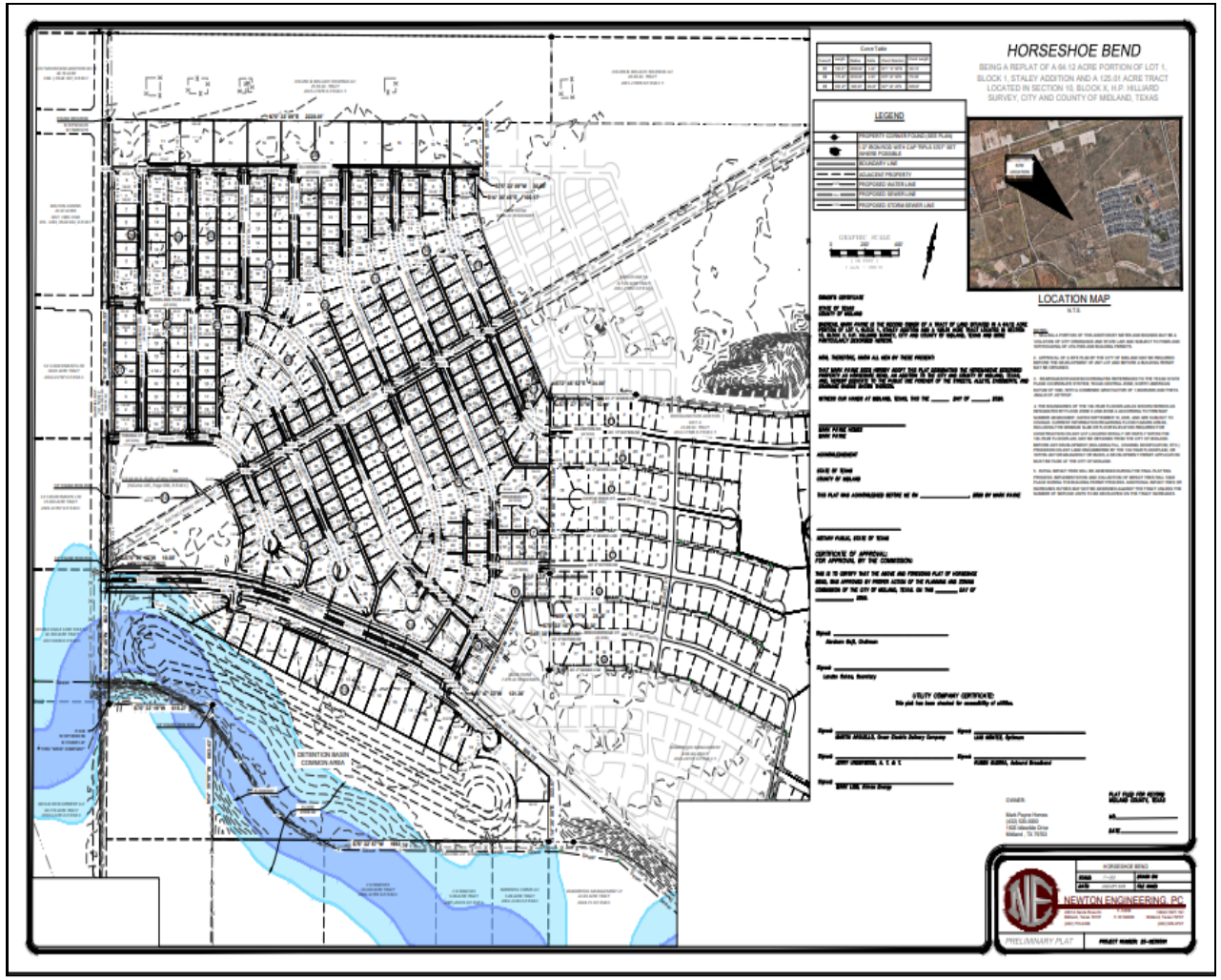
APPLICATION SUMMARY

- **Developer/Property Owner:** Mark Payne
- **Representative:** John Newton, with Newton Engineering
- **Location:** Generally located on the east side of North Garfield Street, approximately 1,295 feet north of Mockingbird Lane. (Council District 1)
- **Reason for Request:** For future residential and commercial development



PLAT DETAILS

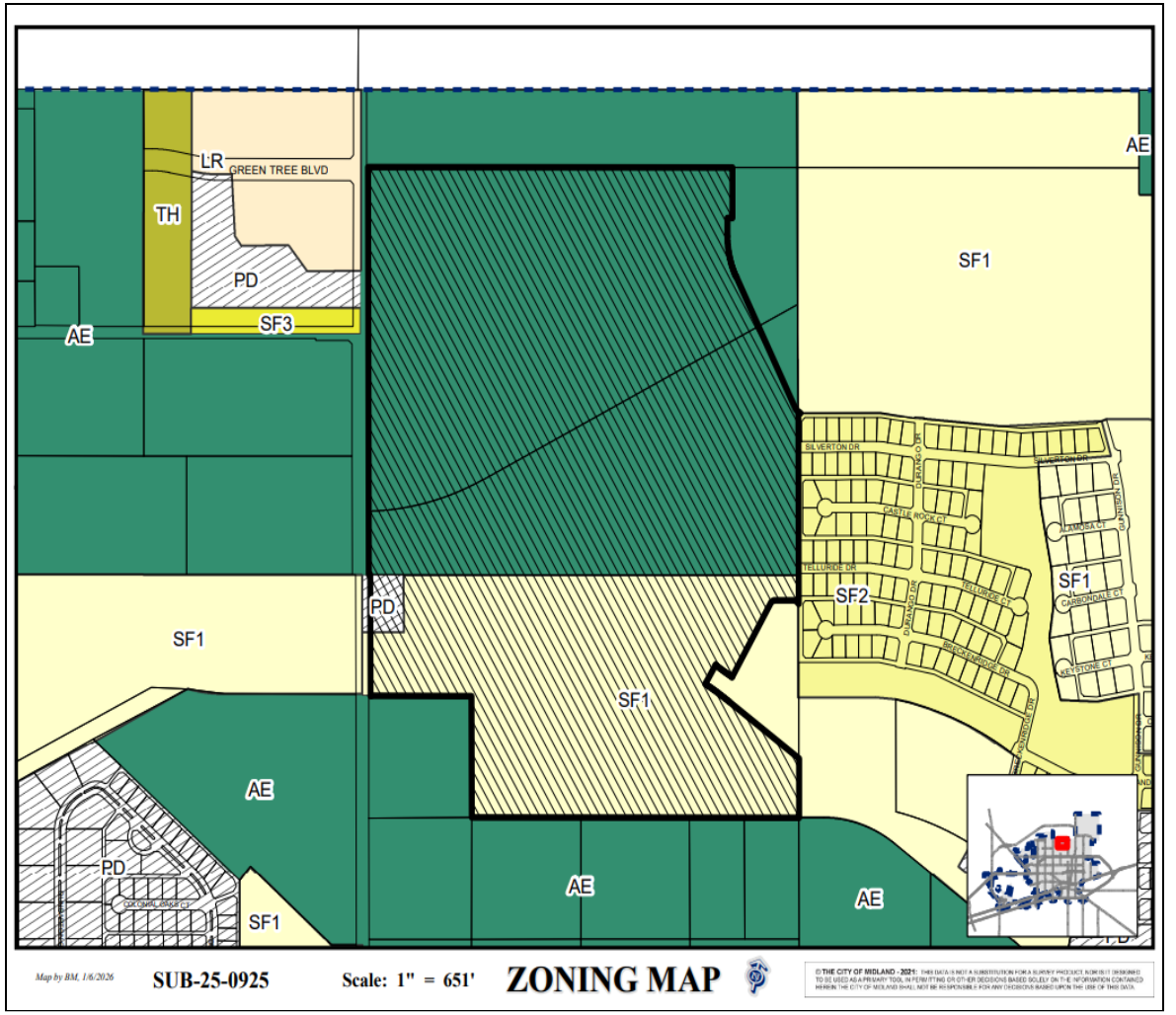
- **Acreage:** 187.60 acres
- **Number of Existing Lots:** 1
- **Number Proposed Lots:** 385



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ZONING

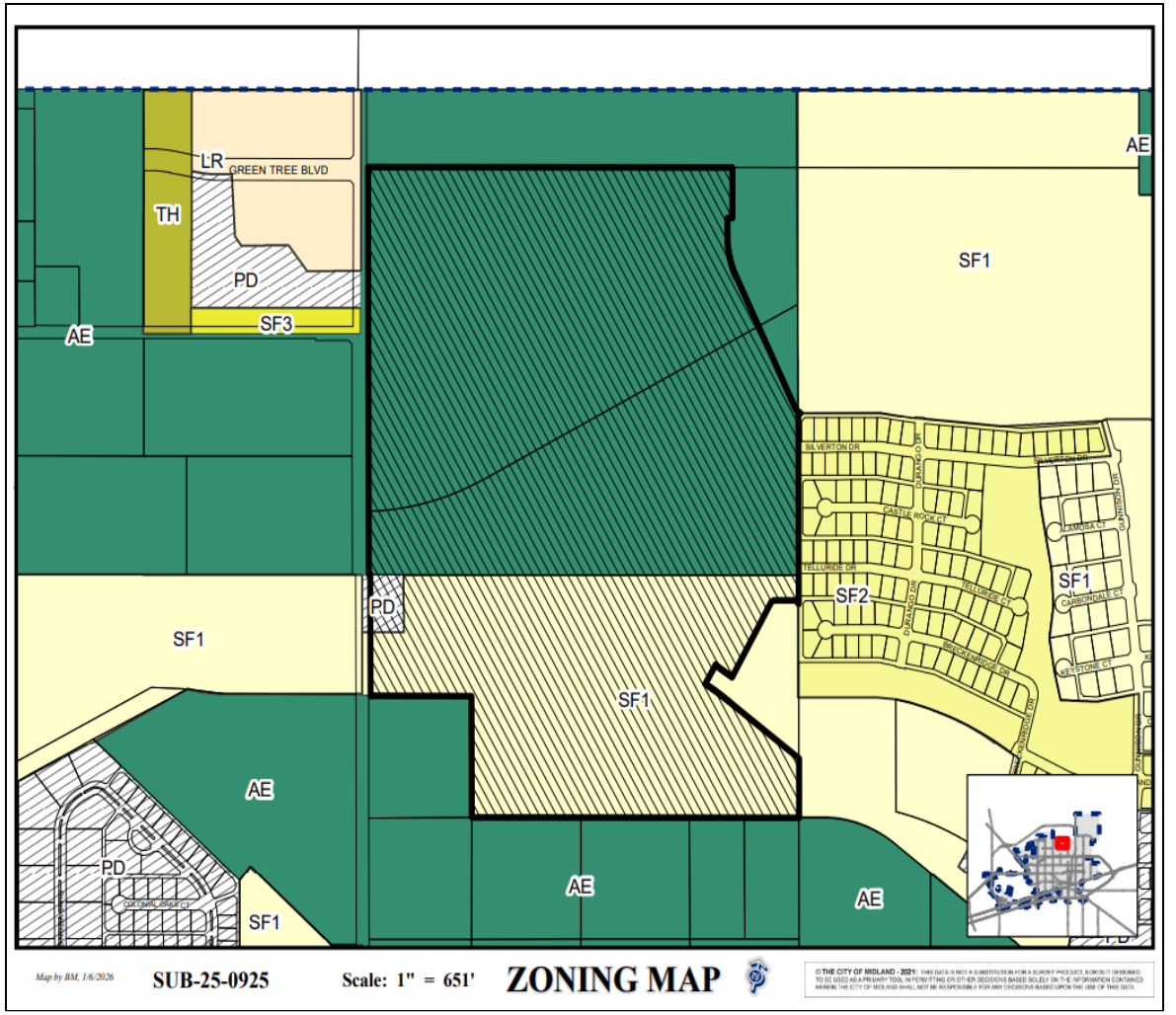
- **Current Zoning:** SF-1, Single-Family Dwelling District in part, AE, Agricultural Estate District, in part, and PD, Planned Development District for a Shopping Center, in part
- **Surrounding Zoning:**
  - **North/South:** AE, Agricultural Estate District



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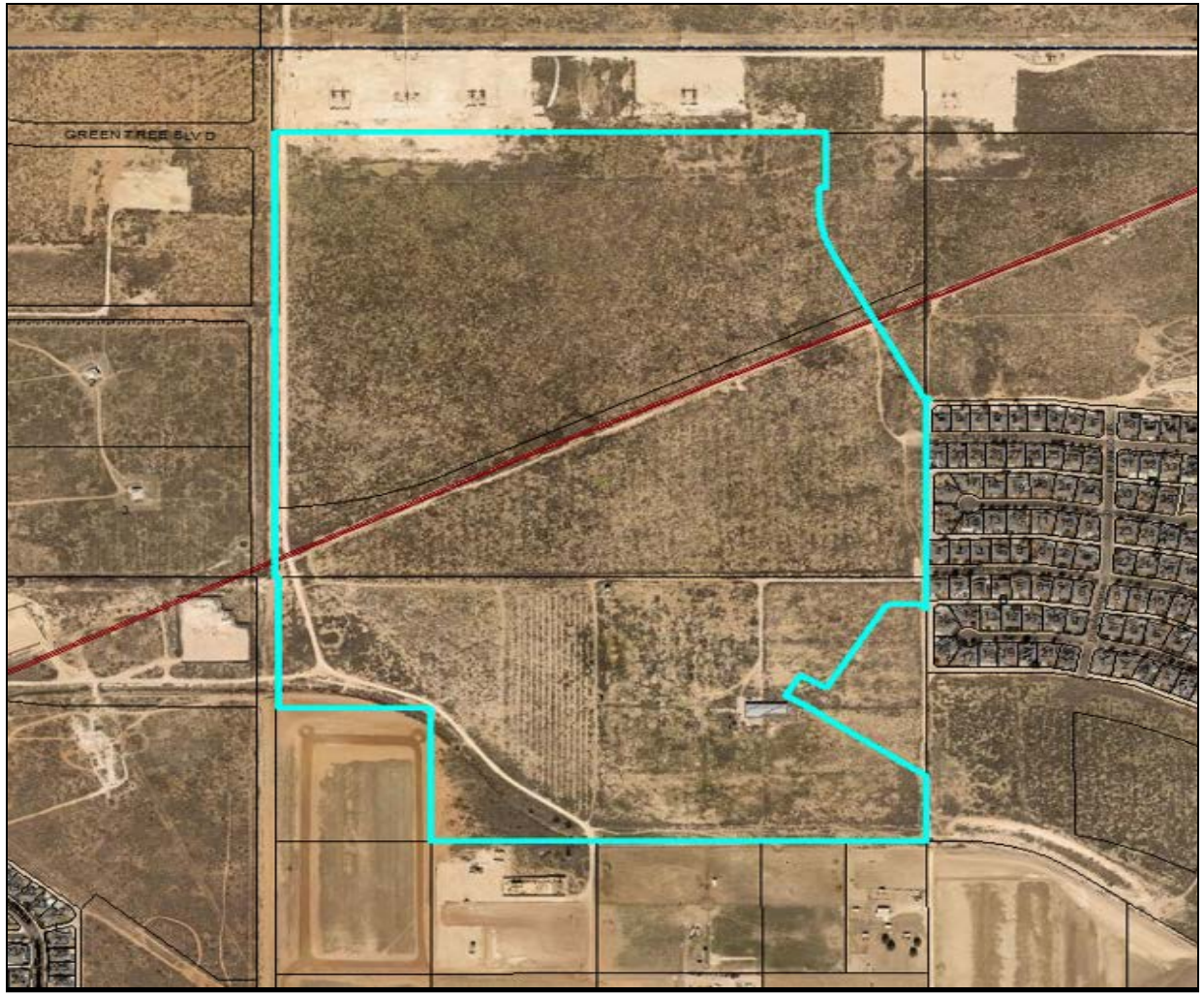
ZONING

- **East:** SF-1, Single-Family Dwelling District and SF-2, Single-Family Dwelling District
- **West:** AE, Agricultural Estate District, SF-1, Single-Family Dwelling District, SF-3, Single-Family Dwelling District, and PD, Planned Development District for a Housing Development



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Vacant Land
  - **South/East:** Single-Family Housing and Vacant Land
- **Proposed Use:** Single-Family Housing and Commercial Use



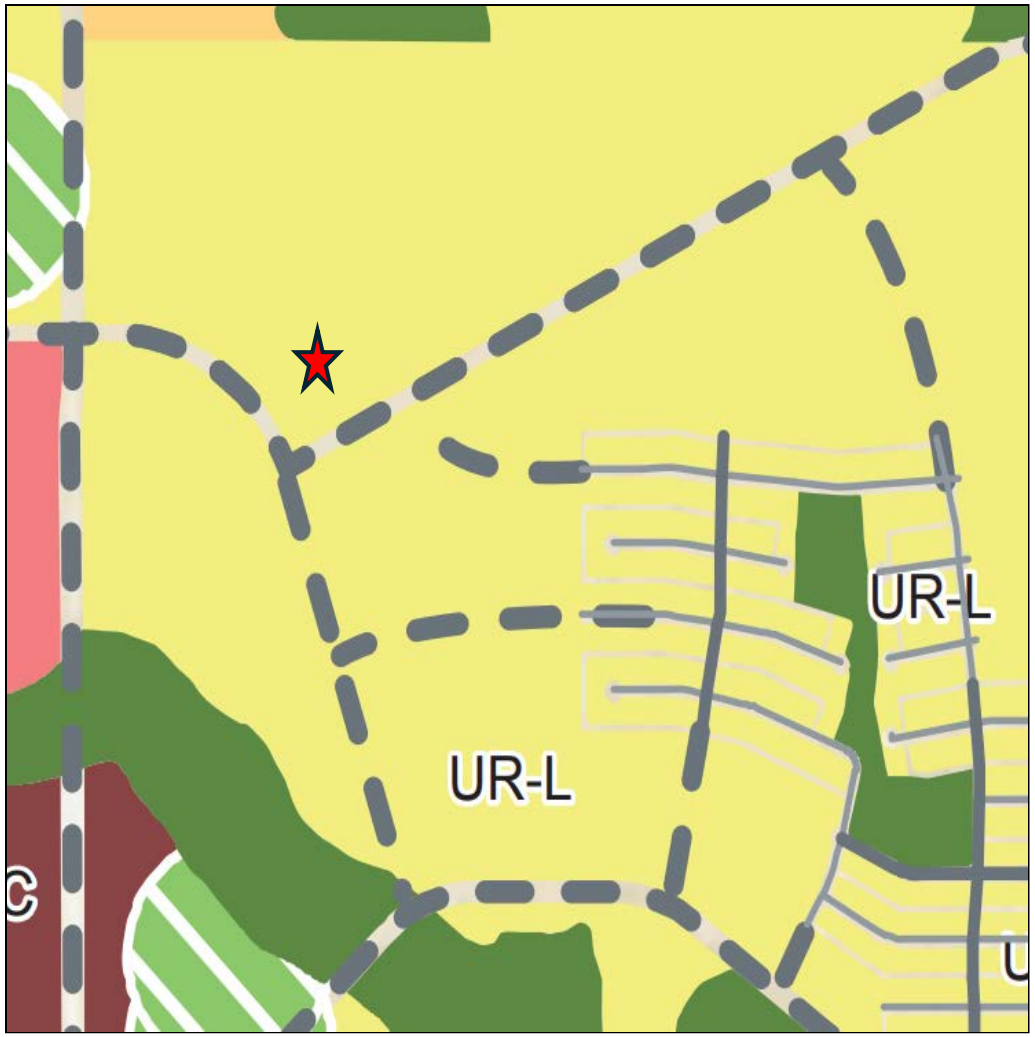
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On Silverton Drive, Looking West

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential-Low, (UR-L)
- **Supported Uses:** Restrictive land use, emphasizing single-family detached development, although innovative single-family forms may be permitted with special review. Civic uses are generally allowed, with special permission for higher intensity uses.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



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STAFF'S RECOMMENDATION

- The Planning and Zoning Commission approved the preliminary plat on February 2, 2026.
- Staff recommends approval of this request with the following conditions:

A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]



STAFF'S RECOMMENDATION

B. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].

C. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]



STAFF'S RECOMMENDATION

D. That a zone change to a zoning district which allows the proposed lot dimensions be approved by City Council before final plat submittal. [11-2-3(D)8(b)]



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City Council Meeting

Item Number: 16.
Meeting Date: February 24, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF ANTELOPE RIDGE, BEING A 225.28-ACRE TRACT OF LAND OUT OF SECTIONS 13, 14, 23, AND 24, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WEST COUNTY ROAD 130, APPROXIMATELY 1,120 FEET NORTH OF WEST COUNTY ROAD 135)

Purpose:
Luchini & Mertz, on behalf of TAWBAC Development, LLC is requesting to plat a 225.28-acre tract of land into 65 lots for future residential development.

Recommended Action:
Approve

Fiscal Impact:
None.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

Extra Territorial Jurisdiction

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction

ENGINEERING: (Approved with Conditions)

IMPACT FEES: There are no impact fees associated with this plat. Plat outside designated service areas. Note not required.[For Applicant’s Information Only.]

ROW: R.O.W. dedication for Gold Sands Addition needs to be corrected on the plat face. [For Applicant’s Information Only.]

PAVING: Please clarify whether CR 130 and CR 1239 are public or private. If public, CR 130 and CR 1239 are substandard and must be upgraded to City standards along the entire platted frontage, or a deferral must be requested per City Code Sections 11-2-3(G)(1) and 11-2-4(A)(2)(a).

WATER: None existing. Construct water to City standards along entire platted frontage, or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)] A Groundwater Availability Certification (GAC) has been submitted and is in review. [For Applicant’s Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant’s Information Only.]

PRO RATA: None. [For Applicant’s Information Only.]

SEWER: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Drainage study has been submitted and is in review. [For Applicant’s Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant’s Information Only.]

DIMENSION: * * * OTHER: FEMA Firm is incorrect. [For Applicant’s Information Only.]

TRANSPORTATION: (Approved)

No objections to plat.

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved with Conditions)

No Oil & Gas Issues

GIS: (Approved)

Lot lines should be solid. Confirm coordinates. Boundary does not close. Lots along northern call need distances for each lot. Should drainage basin be Common Area with drainage basin easement? Roads need names. Confirm boundary, currently appears to encroach into future Richland Addition (P-25-2283). S C R 1239 is a private easement. (W C R 135 as well) Block 6, Lots 1-8 should be a continuation of Block 2. Block 6, Lots -16 can be 1-8. (Please confirm with Planning if continuation of 1239 is a dedication or continued easement as this determines lot numbering.) Metes and bounds and plat calls do not match. Road widths needed.

Surveyor: (Approved)

Everything looks good.

ADDRESSING: (Approved)

County - To be Addressed MECD

CRMWD: (Approved)

We do not have any comments on this plat.

AT&T: (Approved)

AT&T has no facilities in the area currently.

HEALTH DEPARTMENT: (Approved)

Yes, the health department will review applications from the 65 proposed lots of Antelope Ridge, PLAT OF A 221.6 ACRE TRACT OF LAND OUT OF SECTION 13,14,23 BLOCK 40, T-2-S, T. & P. RR. CO. SURVEY each lot is 2 acre and above to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

PLANNING: (Approved with Conditions)

Staff recommends approval of the Preliminary Plat of Antelope Ridge, subject to the following conditions.

Conditions:

A. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].

B. Approval of this preliminary plat is conditioned upon public improvements being completed prior to the approval of a final plat by the City or with an exception when waived or deferred by the Council. Midland City Code 11-2-3(G)1 & 11-2-4(A)2(a).

C. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

Attachments:

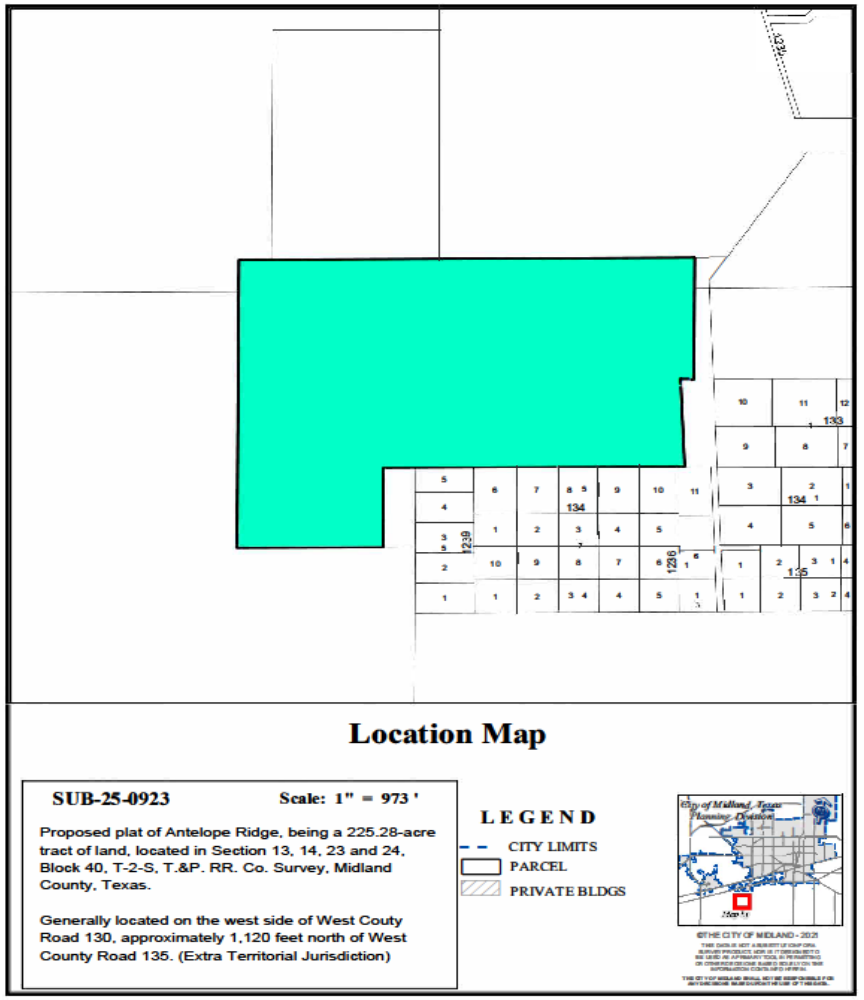
A. CC - - Antelope Ridge Preliminary Plat
B. SUB-25-0923, Combined Docs

Angelina Bettanini, Development Services	Created/Initiated - 2/10/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026


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ITEM
PRELIMINARY PLAT
ANTELOPE RIDGE
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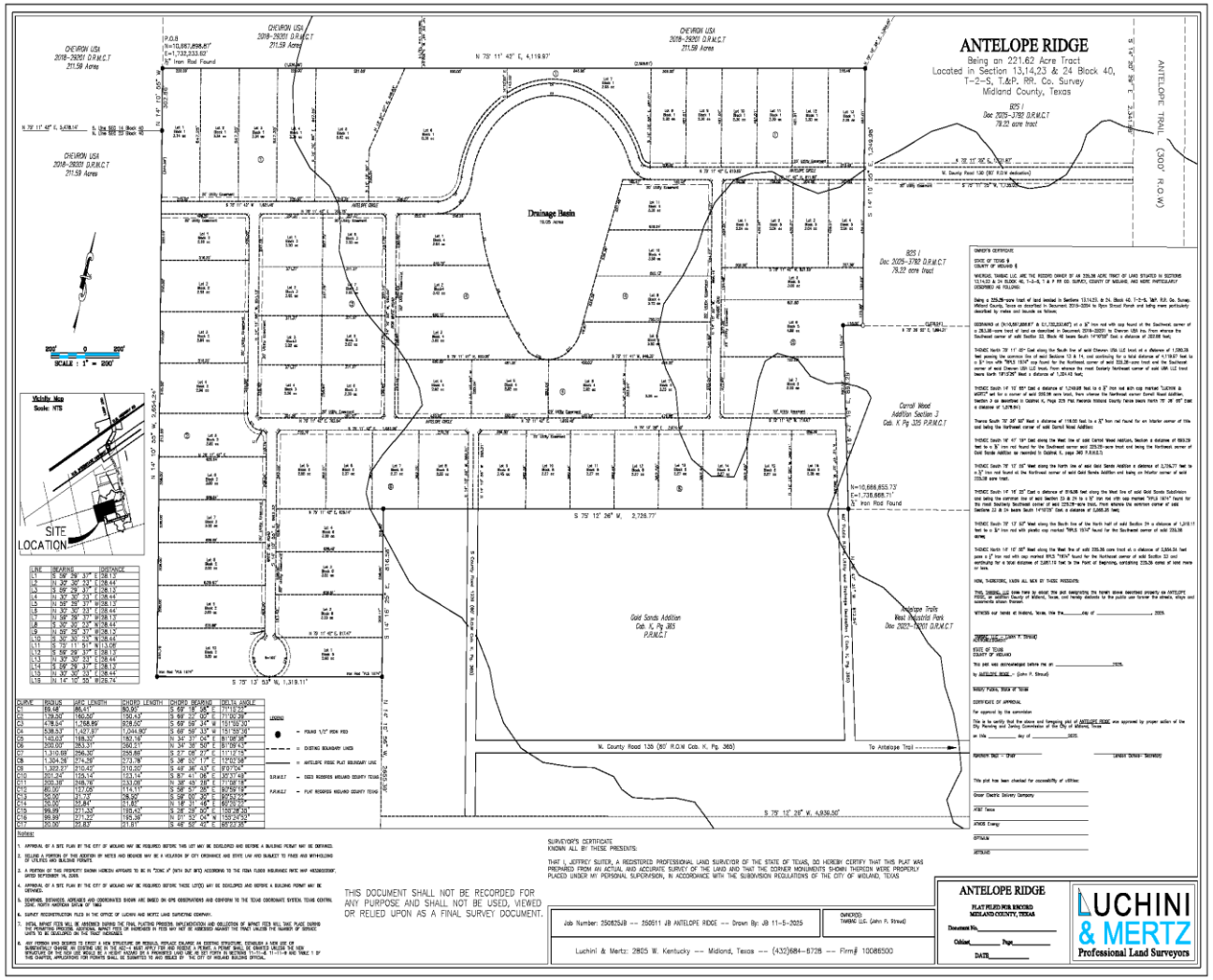
APPLICATION SUMMARY

- **Property Owner:** TAWBAC Development, LLC
- **Representative:** Jimmy Berndt with Luchini & Mertz Land Surveying Co.
- **Location:** Generally located on the west side of West Couty Road 130, approximately 1,120 feet north of West County Road 135. (Extra Territorial Jurisdiction)
- **Reason for Request:** Platting for future residential development



PLAT DETAILS

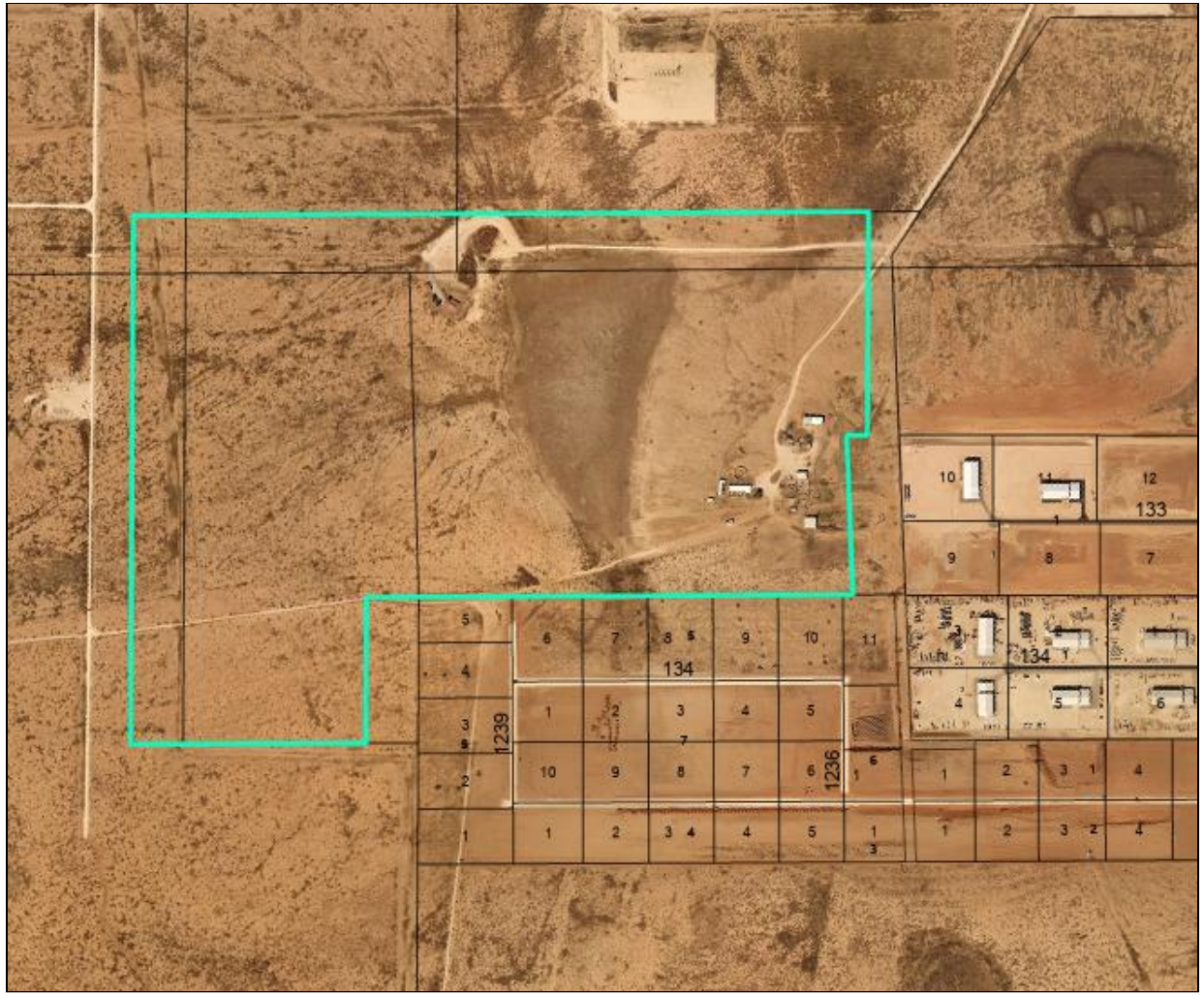
- **Acreage:** 225.28 acres
- **Number of Existing Lots:** 0
- **Number Proposed Lots:** 65



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LAND USE

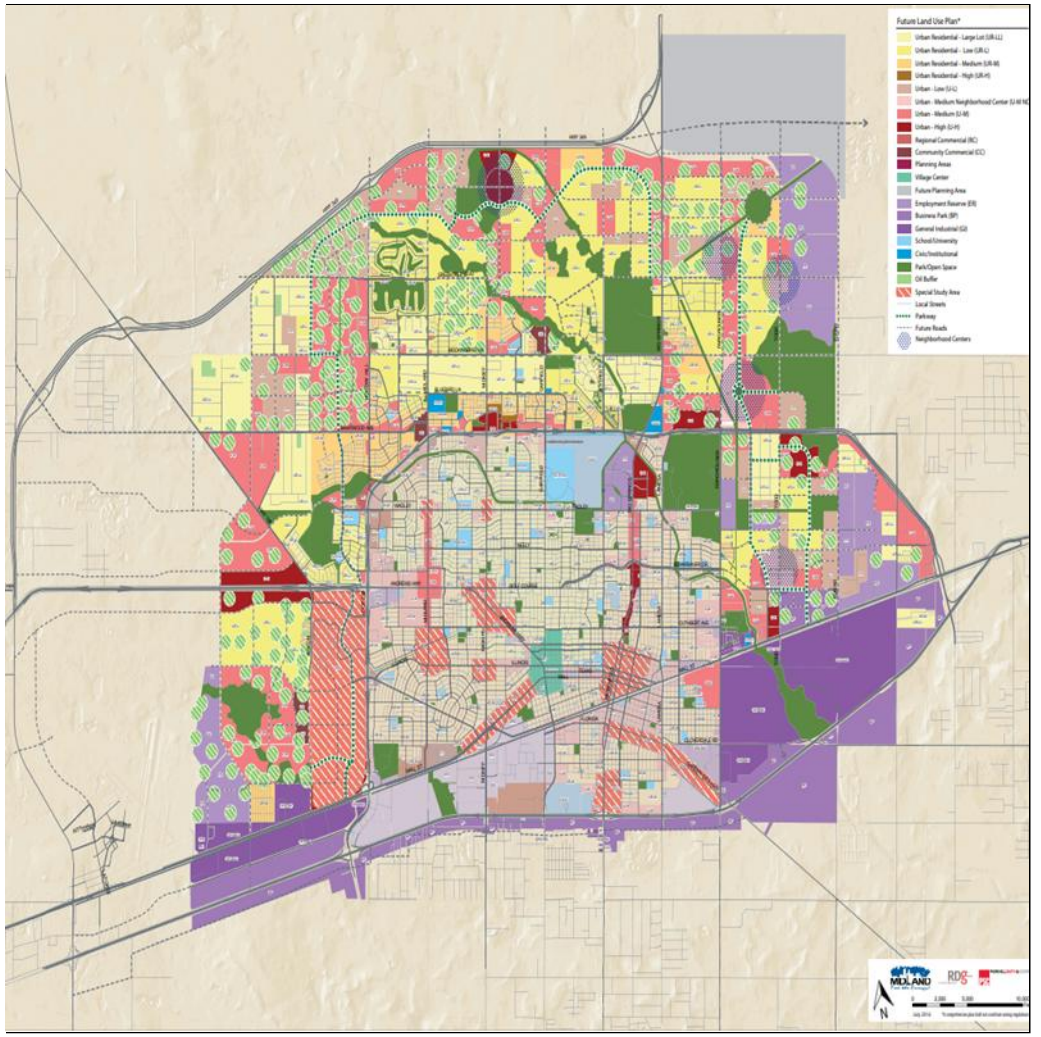
- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North:** Commercial and Vacant
  - **East:** Commercial
  - **South:** Single-Family Housing
  - **West:** Vacant



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COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Not Designated



RELATED ITEMS

- The Planning and Zoning Commission approved this request on February 2, 2026.



STAFF'S RECOMMENDATION

- Staff recommends approval of this request with the following conditions:

A. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].



STAFF'S RECOMMENDATION

B. Approval of this preliminary plat is conditioned upon public improvements being completed prior to the approval of a final plat by the City or with an exception when waived or deferred by the Council. Midland City Code 11-2-3(G)1 & 11-2-4(A)2(a).

C. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]



MISSION

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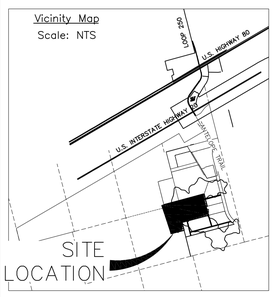
ANTELOPE RIDGE

Being an 221.62 Acre Tract
Located in Section 13,14,23 & 24 Block 40,
T-2-S, T.&P. RR. Co. Survey
Midland County, Texas



200' 0 200'
SCALE : 1" = 200'

Vicinity Map
Scale: NTS



LINE	BEARING	DISTANCE
L1	S 59° 29' 37" E	28.13'
L2	N 30° 30' 23" E	28.44'
L3	S 59° 29' 37" E	28.13'
L4	N 30° 30' 23" E	28.44'
L5	N 59° 29' 37" W	28.13'
L6	N 30° 30' 23" E	28.44'
L7	N 59° 29' 37" W	28.13'
L8	S 30° 30' 23" W	28.44'
L9	N 59° 29' 37" W	28.13'
L10	S 30° 30' 23" W	28.44'
L11	S 75° 11' 51" W	13.08'
L12	S 59° 29' 37" E	28.13'
L13	N 30° 30' 23" E	28.44'
L14	S 59° 29' 37" E	28.13'
L15	N 30° 30' 23" E	28.44'
L16	N 14° 10' 55" W	26.74'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	69.48'	86.41'	80.95'	S 69° 18' 58" E	71°15'22"
C2	129.50'	160.50'	150.43'	S 69° 22' 00" E	71°00'39"
C3	478.54'	1,268.89'	928.50'	S 69° 59' 34" W	151°55'30"
C4	538.53'	1,427.97'	1,044.90'	S 69° 59' 33" W	151°55'36"
C5	140.03'	198.32'	182.16'	N 34° 37' 04" E	81°08'38"
C6	200.00'	283.31'	260.21'	N 34° 36' 50" E	81°09'43"
C7	1,310.69'	256.30'	255.89'	S 27° 08' 27" E	11°12'15"
C8	1,304.26'	274.29'	273.78'	S 38° 52' 17" E	12°02'58"
C9	1,322.27'	210.42'	210.20'	S 49° 36' 43" E	9°07'04"
C10	201.24'	125.14'	123.14'	S 87° 41' 06" E	35°37'49"
C11	200.36'	248.76'	233.09'	N 38° 45' 28" E	71°08'18"
C12	80.00'	127.05'	114.11'	S 58° 57' 28" E	90°59'19"
C13	20.00'	31.73'	28.50'	S 59° 00' 30" E	90°53'22"
C14	20.00'	22.84'	21.62'	N 18° 31' 46" E	65°25'22"
C15	99.99'	271.33'	195.42'	S 26° 29' 50" E	155°28'35"
C16	99.99'	271.22'	195.39'	N 01° 52' 04" W	155°24'52"
C17	20.00'	22.83'	21.61'	S 46° 52' 42" E	65°23'35"

LEGEND

- ● = FOUND 1/2" IRON ROD
- = EXISTING BOUNDARY LINES
- = ANTELOPE RIDGE PLAT BOUNDARY LINE
- D.R.M.C.T = DEED RECORDS MIDLAND COUNTY TEXAS
- P.R.M.C.T = PLAT RECORDS MIDLAND COUNTY TEXAS

Notes:

1. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THIS LOT MAY BE DEVELOPED AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
2. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
3. A PORTION OF THIS PROPERTY SHOWN HEREON APPEARS TO BE IN "ZONE A" (WITH OUT BFE) ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP 48329C0200F, DATED SEPTEMBER 16, 2005.
4. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THESE LOT(S) MAY BE DEVELOPED AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
5. BEARINGS, DISTANCES, ACREAGES AND COORDINATES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE. NORTH AMERICAN DATUM OF 1983
6. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF LUCHINI AND MERTZ LAND SURVEYING COMPANY.
7. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE PERMITTING PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.
8. ANY PERSON WHO DESIRES TO ERECT A NEW STRUCTURE OR REBUILD, REPLACE ENLARGE AN EXISTING STRUCTURE, ESTABLISH A NEW USE OR SUBSTANTIALLY CHANGE AN EXISTING USE IN THE AOZ-4 MUST APPLY FOR AND RECEIVE A PERMIT. A PERMIT SHALL BE GRANTED UNLESS THE NEW STRUCTURE OR THE NEW USE WOULD BE A HEIGHT HAZARD OR A PROHIBITED LAND USE AS SET FORTH IN SECTIONS 11-11-8. 11-11-9 AND TABLE 1 OF THIS CHAPTER, APPLICATIONS FOR PERMITS SHALL BE SUBMITTED TO AND ISSUED BY THE CITY OF MIDLAND BUILDING OFFICIAL.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF MIDLAND §

WHEREAS, TAWBAC LLC. ARE THE RECORD OWNER OF AN 225.28 ACRE TRACT OF LAND SITUATED IN SECTIONS 13,14,23 & 24 BLOCK 40, T-2-S, T & P RR CO. SURVEY, COUNTY OF MIDLAND, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being a 225.28-acre tract of land located in Sections 13,14,23, & 24, Block 40, T-2-S, T&P, R.R. Co. Survey, Midland County, Texas as described in Document 2015-2094 to Ryan Stroud Ranch and being more particularly described by metes and bounds as follows;

BEGINNING at (N:10,667,898.87' & E:1,732,233.62') at a ½" iron rod with cap found at the Southwest corner of a 293.39-acre tract of land as described in Document 2018-29201 to Chevron USA Inc. From whence the Southeast corner of said Section 23, Block 40 bears South 14°10'55" East a distance of 302.86 feet;

THENCE North 75° 11' 42" East along the South line of said Chevron USA LLC tract at a distance of 1,520.36 feet passing the common line of said Sections 13 & 14, and continuing for a total distance of 4,119.97 feet to a ½" iron with "RPLS 1974" cap found for the Northeast corner of said 225.28-acre tract and the Southeast corner of said Chevron USA LLC tract, From whence the most Easterly Northeast corner of said USA LLC tract bears North 19°15'29" West a distance of 1,304.40 feet;

THENCE South 14° 10' 55" East a distance of 1,249.98 feet to a ½" iron rod with cap marked "LUCHINI & MERTZ" set for a corner of said 225.28 acre tract, from whence the Northeast corner Carroll Wood Addition, Section 3 as described in Cabinet K, Page 325 Plat Records Midland County Texas bears North 75° 36' 55" East a distance of 1,578.54';

Thence South 75° 36' 55" West a distance of 116.00 feet to a ½" iron rod found for an interior corner of this and being the Northwest corner of said Carroll Wood Addition;

THENCE South 16° 47' 19" East along the West line of said Carroll Wood Addition, Section a distance of 893.29 feet to a ½" iron rod found for the Southeast corner said 225.28-acre tract and being the Northeast corner of Gold Sands Addition as recorded in Cabinet K, page 365 P.R.M.C.T;

THENCE South 75° 12' 26" West along the North line of said Gold Sands Addition a distance of 2,726.77 feet to a ½" iron rod found at the Northwest corner of said Gold Sands Addition and being an interior corner of said 225.28 acre tract.

THENCE South 14° 16' 25" East a distance of 816.58 feet along the West line of said Gold Sands Subdivision and being the common line of said Section 23 & 24 to a ½" iron rod with cap marked "RPLS 1974" found for the most Southerly Southeast corner of said 225.28-acre tract. From whence the common corner of said Sections 23 & 24 bears South 14°16'25" East a distance of 2,655.35 feet;

THENCE South 75° 13' 53" West along the South line of the North half of said Section 24 a distance of 1,319.11 feet to a ½" iron rod with plastic cap marked "RPLS 1974" found for the Southwest corner of said 225.28 acres;

THENCE North 14° 10' 55" West along the West line of said 225.28 acre tract at a distance of 2,654.24 feet pass a ½" iron rod with cap marked RPLS "1974" found for the Northeast corner of said Section 23 and continuing for a total distance of 2,957.10 feet to the Point of Beginning, containing 225.28 acres of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, TAWBAC, LLC does here by adopt this plat designating the herein above described property as ANTELOPE RIDGE, an addition County of Midland, Texas, and hereby dedicate to the public use forever the streets, alleys and easements shown thereon.

WITNESS our hands at Midland, Texas, this the_____day of _____, 2025.

_____
TAWBAC, LLC – (John P. Stroud)

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This plat was acknowledged before me on _____2025.

by ANTELOPE RIDGE – (John P. Stroud)

_____
Notary Public, State of Texas

CERTIFICATE OF APPROVAL

For approval by the commision

This is to certify that the above and foregoing plat of ANTELOPE RIDGE was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas

on this _____ day of _____2025.

_____ _____
Abraham Bejil – Chair Landon Ochoa– Secretary

This plat has been checked for accessibility of utilities:

_____
Oncor Electric Delivery Company

_____
AT&T Texas

_____
ATMOS Energy

_____
OPTIMUM

_____
ASTOUND

SURVEYOR'S CERTIFICATE
KNOWN ALL BY THESE PRESENTS:

THAT I, JEFFREY SUITER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Job Number: 250625JB -- 250511 JB ANTELOPE RIDGE -- Drawn By: JB 11-5-2025

OWNER(S):
TAWBAC LLC. (John P. Stroud)

Luchini & Mertz: 2805 W. Kentucky -- Midland, Texas -- (432)684-6728 -- Firm# 10086500

ANTELOPE RIDGE

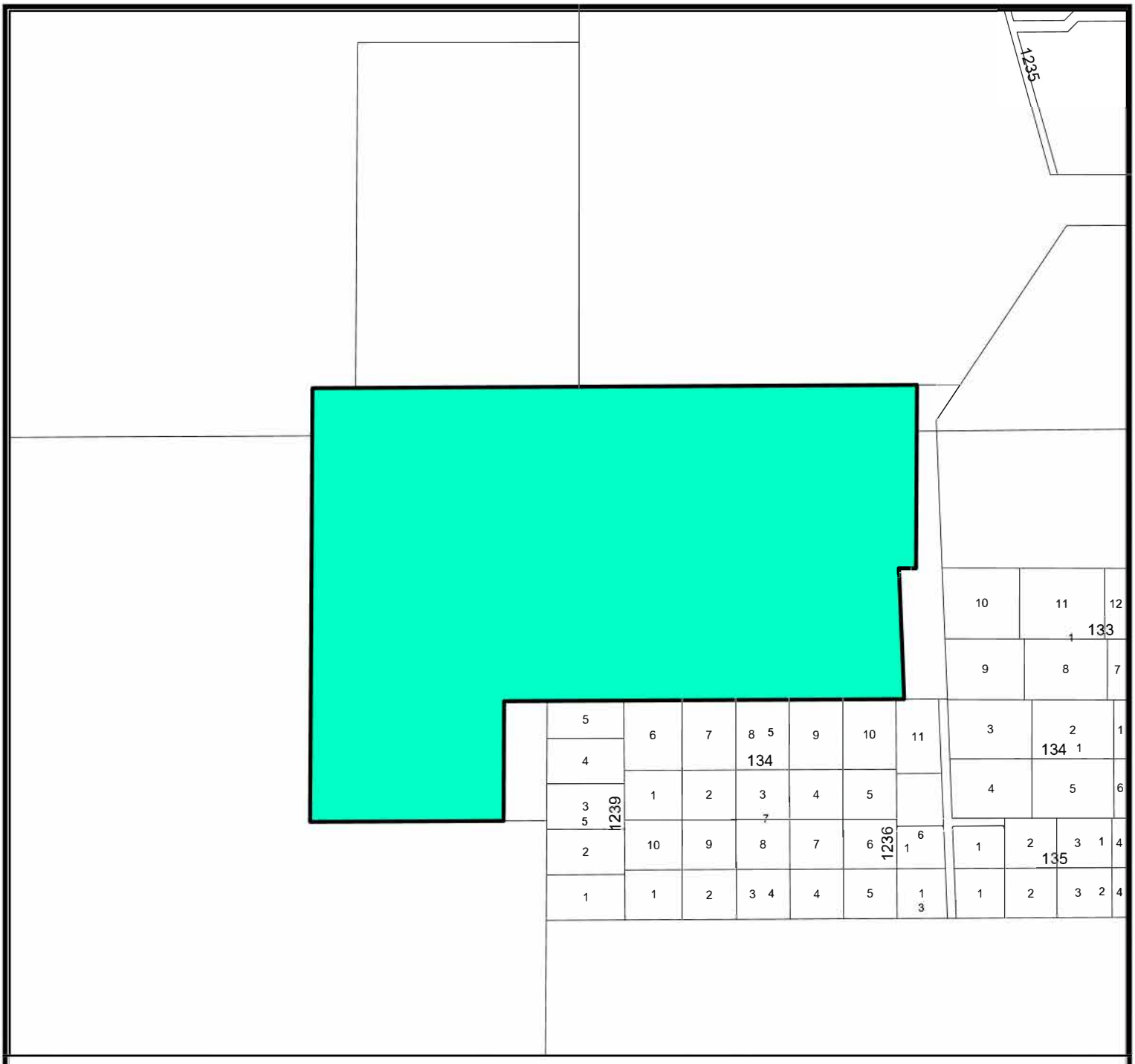
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

Document No._____

Cabinet_____ Page_____

DATE_____

LUCHINI & MERTZ
Professional Land Surveyors



Location Map

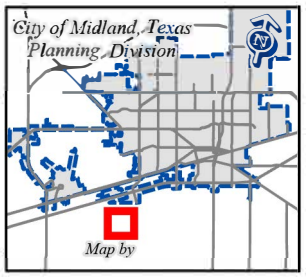
SUB-25-0923 **Scale: 1" = 973 '**

Proposed plat of Antelope Ridge, being a 225.28-acre tract of land out of Section 13, 14, 23 and 24, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the west side of West County Road 130, approximately 1,120 feet north of West County Road 135. (Extra Territorial Jurisdiction)

LEGEND

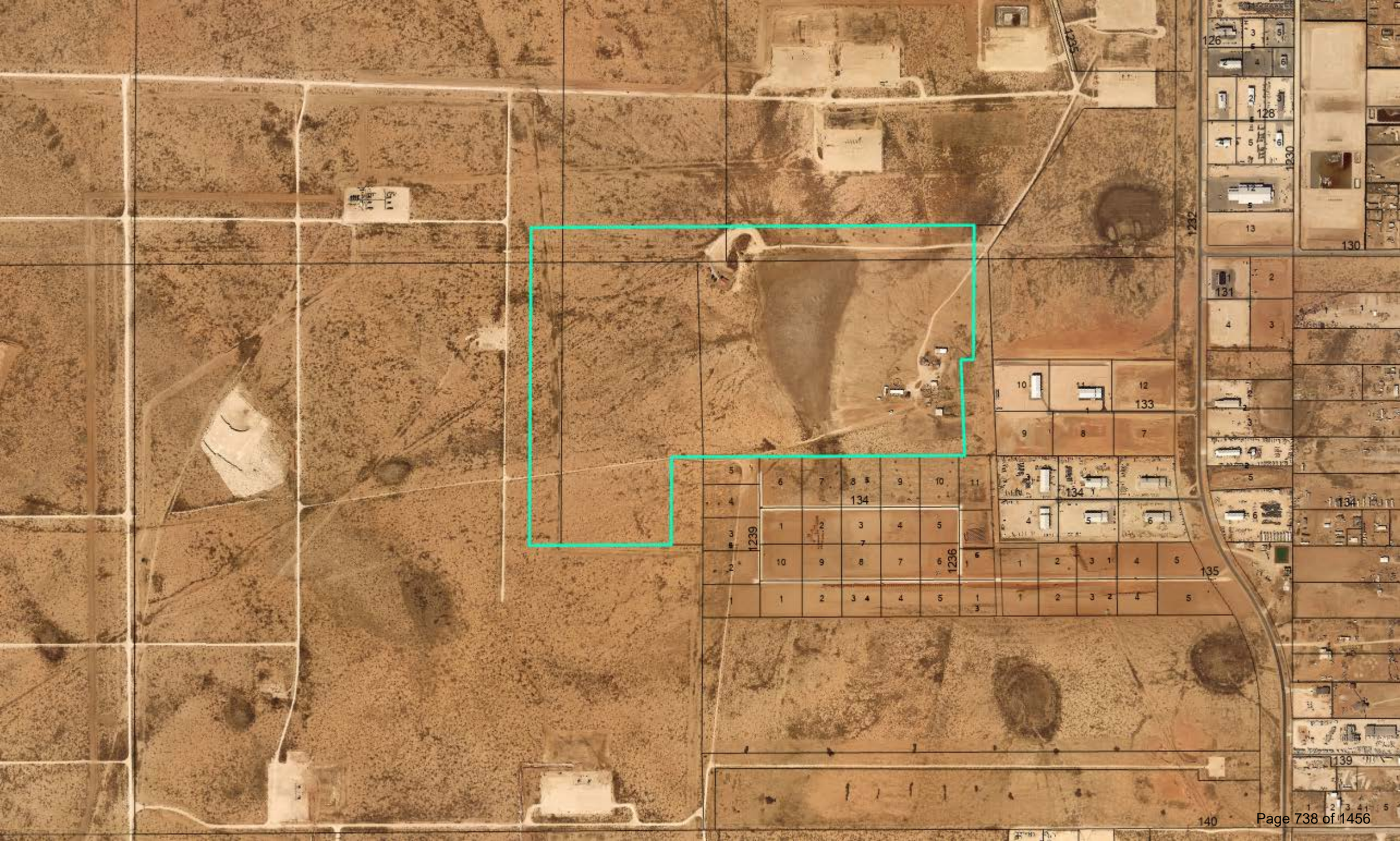
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


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City Council Meeting

Item Number: 17.
Meeting Date: February 24, 2026
To: City Council
From: Isaac Garnett, Community Services Division Manager
Subject: RESOLUTION DECLARING A NEED FOR THE MIDLAND COUNTY HOUSING AUTHORITY TO EXERCISE ITS POWERS WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF MIDLAND, TEXAS; AUTHORIZING A COOPERATION AGREEMENT; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE SAID COOPERATION AGREEMENT

Purpose:
The housing authority of Midland County (MCHA) has experience of providing, developing, financing, and managing housing projects that are affordable to lower-income residents and are an asset to the community.

Recommended Action:

Fiscal Impact:
No fiscal impact on the city budget.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The board of commissioners of the Authority declared that there is a need for MCHA to exercise its powers within the City of Midland, Texas (the “City”) because there exists in the City a shortage of safe and sanitary housing available to moderate and low-income persons at rents they can afford. In order for MCHA to exercise its powers within the City, Texas Local Government Code (the “Code”) Section 392.15, 392.017(a), 392.19 requires that the board of commissioners of the Authority adopt a resolution declaring a need for MCHA to exercise its powers in the City and authorizing a cooperation agreement with MCHA under Section 392.059 of the Code.

Attachments:
A. RESOLUTION - Resolution of Need - MCHA

Isaac Garnett, Development Services - Community Services	Created/Initiated - 2/9/2026
Elizabeth Triggs, Development Services	Approved - 2/13/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

RESOLUTION NO. _____

RESOLUTION DECLARING A NEED FOR THE MIDLAND COUNTY HOUSING AUTHORITY TO EXERCISE ITS POWERS WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF MIDLAND, TEXAS; AUTHORIZING A COOPERATION AGREEMENT; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE SAID COOPERATION AGREEMENT

WHEREAS, there exists in Midland, Texas, a shortage of safe and sanitary housing available to lower income residents at rents they can afford; and

WHEREAS, the Midland County Housing Authority has experience in providing, developing, financing and managing housing projects that are affordable to lower income residents and are assets to the community; and

WHEREAS, Texas Local Government Code section 392.017 requires that a housing authority created for a county may not operate within the territorial boundaries of a city unless the governing body of that city, by resolution, declares that there is a need for the county housing authority to exercise its powers within the city; and

WHEREAS, the City Council finds and determines that conditions indicative of a need for the Midland County Housing Authority to exercise its powers within the city limits exist, including, without limitation, housing cost burdens, insufficient supply of quality affordable units, the need for rehabilitation and preservation of existing housing stock, and the need for supportive and service-enriched housing options; and

WHEREAS, cooperation with the Midland County Housing Authority will further the City's housing, community development, and economic vitality goals and will help leverage federal, state, and local resources for the benefit of Midland residents; and

WHEREAS, the City Council finds it to be in the public interest to authorize a cooperation agreement with the Midland County Housing Authority pursuant to Texas Local Government Code section 392.059 and to authorize the City Manager, or his designee, to negotiate and execute said cooperation agreement and any documents, agreements, amendments, or legal instruments necessary and appropriate to carry out the intent of the cooperation agreement;

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

SECTION ONE. The City Council hereby declares that there is a need for the Midland County Housing Authority to exercise its powers within the city limits of Midland, Texas, as contemplated by Texas Local Government Code section 392.017.

SECTION TWO. The Midland County Housing Authority is hereby authorized and recognized to operate within the corporate boundaries of the City of Midland, Texas, to the full extent of its statutory powers and purposes, including, without limitation, planning, developing, financing, owning, leasing, rehabilitating, managing, and operating housing projects and programs; entering into agreements; issuing or securing obligations as permitted by law; and undertaking activities incidental or necessary to further affordable and workforce housing opportunities, subject to all applicable laws, ordinances, and permitting requirements.

SECTION THREE. That a cooperation agreement with the Midland County Housing Authority under Texas Local Government Code section 392.059 is hereby authorized and the City Manager, or his designee, is hereby authorized to negotiate and execute said cooperation agreement and any documents, agreements, amendments, or legal instruments necessary and appropriate to carry out the intent of the cooperation agreement.

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

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet-Crump, City Attorney

City Council Meeting

Item Number: 18.
Meeting Date: February 24, 2026
To: City Council
From: Isaac Garnett, Community Services Division Manager
Subject: A RESOLUTION SUPPORTING THE PROPOSED DEVELOPMENT OF LIHTC 78 AFFORDABLE HOUSING RENTAL APARTMENTS WITH GROUND-FLOOR COMMERCIAL AND RETAIL SPACE, AND CONFIRMING THAT THE CITY SHALL PROVIDE A LOAN, GRANT, REDUCED FEE OR CONTRIBUTION OF $500.00 FOR SUCH DEVELOPMENT; THE APPLICANT IS OVERLAND PROPERTY GROUP, LLC D/B/A CENTENNIAL PARK LOFTS APARTMENTS; THE PROPOSED DEVELOPMENT IS LOCATED AT 401 WEST TEXAS AVENUE, MIDLAND, TEXAS 79701; PROVIDING AN EFFECTIVE DATE; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AND DELIVER A FUNDING COMMITMENT LETTER REGARDING THE PROPOSED DEVELOPMENT TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Purpose:
Resolution of the City Council of the City of Midland, supporting the proposed development of LIHTC 78 affordable housing rental apartments, with ground-floor commercial and retail space and confirming that the city shall provide a loan, grant, reduced fee, for such development

Recommended Action:

Fiscal Impact:
The city shall provide a loan, grant, reduced fee, or contribution of $500.00 for the development.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Overland Property Group, LLC (DBA) Centennial Park Lofts Apartments has proposed a development for an affordable mixed-use rental housing, commercial and retail space located at 401 W. Texas Avenue in Midland County, Texas. Overland Property Group, LLC (DBA) Centennial Park Lofts Apartments intends to submit an application to the Texas Department of

Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for proposed development, and the City of Midland seeks to support the development of affordable housing within the city limits.

Attachments:

A. RESOLUTION - Resolution of Support - LIHTC 78 Reso
B. Centennial Park Lofts

Isaac Garnett, Development Services - Community Services	Created/Initiated - 2/9/2026
Elizabeth Triggs, Development Services	Approved - 2/17/2026
Christy Weakland, Finance	Approved - 2/17/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Jan Hamilton, City Secretary	Final Approval - 2/18/2026

RESOLUTION NO. _____

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

WHEREAS, Overland Property Group, LLC d/b/a Centennial Park Lofts Apartments has proposed a development for affordable mix-use rental housing, commercial and retail space located at 401 W. Texas Avenue in Midland County, Texas; and

WHEREAS, Overland Property Group, LLC d/b/a Centennial Park Lofts Apartments has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2026 Competitive 9% Housing Tax Credits for the proposed development; and

WHEREAS, the City of Midland seeks to support the development of affordable housing within the City limits and desires to evidence its support for such development and to provide a loan, grant, reduced fee or contribution of other value in the amount of $500.00 (Five Hundred and No/100 Dollars) for such development;

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

SECTION ONE. That the City of Midland, Texas, acting through its governing body, hereby confirms that it supports the proposed development located at 401 West Texas Avenue, Midland, Texas 79701.

SECTION TWO. That the City of Midland, Texas, acting through its governing body, hereby confirms that it shall provide a loan, grant, reduced fee or contribution of other value in the amount of $500.00 (Five Hundred and No/100 Dollars) to the proposed development located at 401 West Texas Avenue, Midland, Texas 79701.

SECTION THREE. That for and on behalf of the governing body of the City of Midland, Texas, the City Secretary is hereby authorized, empowered and directed to certify a copy of this resolution and to deliver the same to the Texas Department of Housing and Community Affairs.

SECTION FOUR. That the City Manager or his designee is hereby authorized, empowered and directed to sign and deliver a funding commitment letter regarding the proposed development to Texas Department of Housing and Community Affairs.

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

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

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

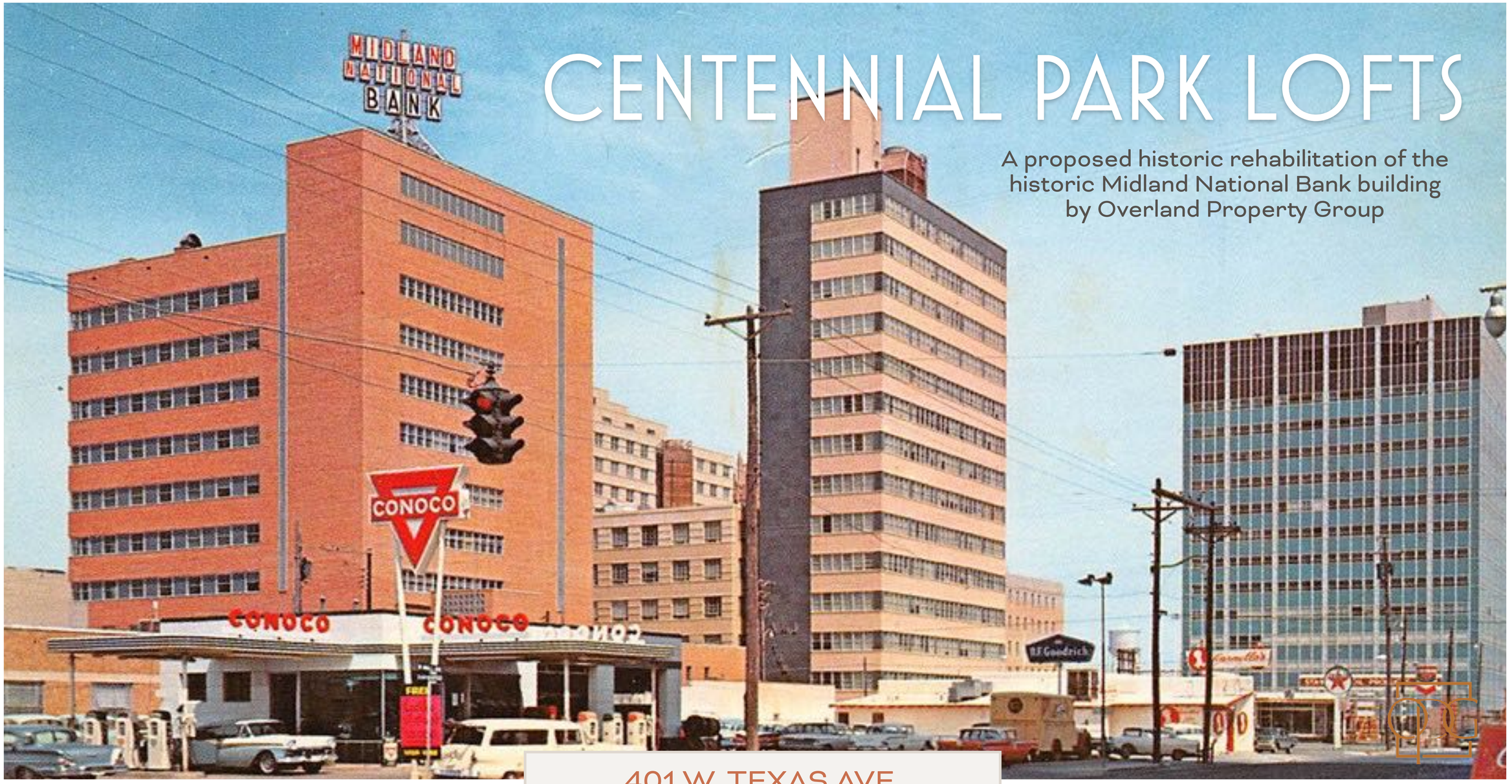
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED AS TO FORM ONLY:

_____

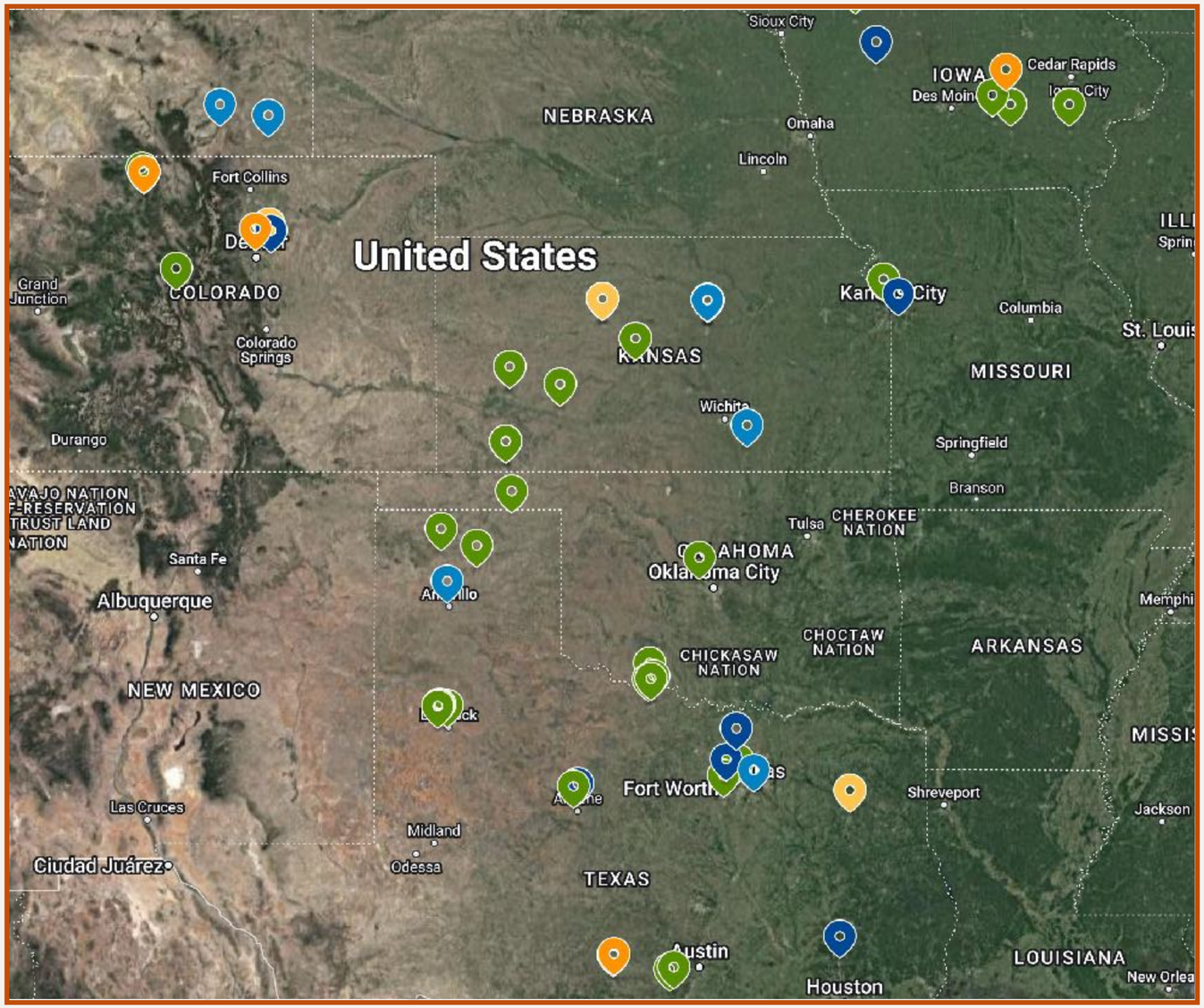
Nicholas Toulet-Crump, City Attorney



CENTENNIAL PARK LOFTS

A proposed historic rehabilitation of the historic Midland National Bank building by Overland Property Group

401 W. TEXAS AVE.



OVERLAND
PROPERTY GROUP

Since OPG was founded, we've maintained our long-term approach to our communities and relationships we've built. As long-term owners of our developments, developing quality homes benefits us as much as the residents who live in our communities: quality building practices deliver places to live that last. This comes through to our residents, who understand that thoughtful design and quality construction is a reflection of our respect for them.

DEVELOPED IN TEXAS	TOTAL DEVELOPED IN US
30	80

ABOUT

CENTENNIAL PARK LOFTS

401 W. TEXAS AVE

A RICH HISTORY

The Midland National Bank building at its current location, 401 W. Texas Avenue in downtown Midland, was constructed in response to the city's rapid postwar growth driven by the Permian Basin oil boom. Completed in 1953, the original three-story structure was designed by the Bank Building & Equipment Corporation of America as a modern banking and office facility purpose-built to support the expanding operations of Midland National Bank and to provide office space for oil-related businesses. From the outset, the building was engineered to accommodate vertical expansion, reflecting confidence in Midland's continued economic prosperity. That foresight was realized in 1958, when a seven-story tower and two-story rear addition—designed by Caudill, Rowlett, Scott and Associates—were completed, transforming the property into a ten-story landmark in the downtown skyline. Midland National Bank occupied the building until 1976, and its long association with oil financing and commercial development makes the structure at 401 W. Texas Avenue a significant and enduring symbol of Midland's mid-century growth and architectural modernization



ABOUT THIS DEVELOPMENT



We are proud of the part we have played in the development of the great Permian Basin by the extension of bank credit.

We are in position to handle production and development loans of any size, large or small.



PRESERVING HISTORY & PROVIDING HOMES

As Midland's downtown continues to grow and revitalize, centrally located housing is pivotal to creating a vibrant, walkable urban core that supports local businesses and long-term economic activity. The proposed rehabilitation of the historic Midland National Bank building at 401 W. Texas Avenue into an approximately 78-unit LIHTC community with ground-floor commercial and retail space would meet this need while keeping in line with City objectives and downtown revitalization goals. By adaptively reusing a prominent downtown landmark, the project preserves an important piece of Midland's history and architectural identity tied to its emergence as the financial center of the Permian Basin. Listing the building on the National Register of Historic Places would further strengthen this effort, allowing historic preservation to serve as a catalyst for affordable housing, reinvestment, and continued downtown revitalization.

Overland Property Group brings a proven track record in historic redevelopment, having successfully completed seven historic projects to date, with two currently under construction and three additional developments in pre-development. Through this experience, OPG has come to specialize in pairing federal and state historic tax credits with housing tax credits, a financing structure that allows significant historic landmarks to be restored while delivering much-needed affordable housing. This expertise uniquely positions OPG to finance, rehabilitate, and reposition complex historic assets that might otherwise remain underutilized or face deterioration. Just as importantly, OPG works alongside a dedicated, multidisciplinary team of preservation consultants, architects, engineers, contractors, and tax credit specialists, many of whom our firm has partnered with for years, ensuring consistency, efficiency, and a deep understanding of both historic integrity and housing delivery throughout every phase of development.

NEW HOMES CREATED
78 apartment homes (approx.)
ACRES
.67 acres
CURRENT ZONING
CB - Central Business District

COMMUNITY IMPACT!

- **Historic Preservation**
  The adaptive reuse of 401 W. Texas Ave honors Midland's rich heritage by transforming a historic building into vibrant commercial and affordable housing spaces without compromising its architectural integrity. This approach aligns perfectly with the city's emphasis on preserving historic structures, as seen in successful projects like the Locklin by Tapestry Hilton Hotel, ensuring that Midland's past continues to enrich its future.

- **Downtown Revitalization**
  Converting 401 W. Texas Ave into mixed-use commercial and affordable housing will inject new life into downtown Midland, fostering a dynamic hub for business, residence, and community interaction. This project supports the Downtown Master Plan's goals of economic growth and mixed-use developments, potentially creating jobs and attracting residents to boost local vitality.

- **Increased City Revenue**
  The proposed Centennial Park Lofts would significantly elevate the property's assessed value, transitioning it from an underutilized historic site to a productive mixed-use asset that generates higher property taxes for Midland. This increased valuation aligns with the city's economic development strategies under Vision Midland, where revitalized downtown properties contribute to a broader tax base by attracting businesses and residents, thereby boosting overall revenue without raising tax rates.



PRESERVATION INVESTMENT
$18,500,000
TOTAL INVESTMENT IN WICHITA FALLS
$29,000,000
ANNUAL PROPERTY TAX REVENUE GENERATED
$135,000

TIMELINE

** please note, dates tentative*

MILESTONE	DATE
APPLICATION SUBMISSION	2/27/2026
AWARD NOTIFICATION	7/23/2026
ACQUISITION CLOSING	10/31/26
FINANCIAL CLOSING*	2/15/2027
CONSTRUCTION COMMENCEMENT & COMPLETION*	2/15/2027 6/15/2028



A HISTORIC DOWNTOWN MIXED-USE COMMUNITY

Commercial / Retail

The historic preservation and redevelopment of 401 W. Texas Ave. would result in approximately 8,000 square feet of ground-floor commercial and retail space for local business owners and professionals, with space for anything from a coffee shop or gym, to co-working space and individual offices.

Residential

The upper floors would be comprised of character-rich apartments, maintaining this landmark's historic integrity through thoughtful design. By pairing historic tax credits with housing tax credits, we are able to develop high-quality homes, built to last. This development would also include 4 unrestricted, market rate units.

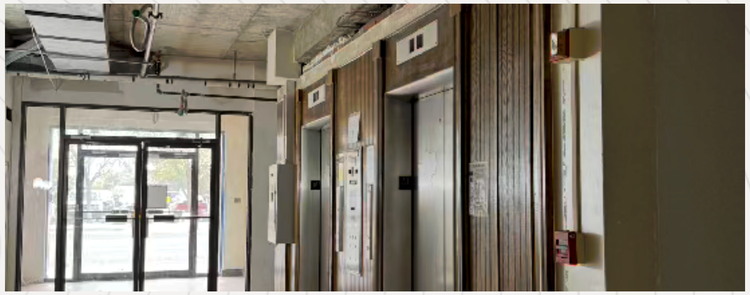
Bedrooms	Unit Count	Rent Range
Studios	18	$560 - 1,240
1 bedroom	40	$660 - 1,500
2 bedroom	20	$760 - 1,700

401 W. Texas Ave.

present day

















HISTORIC AWARD WINNING PORTFOLIO

Click here to view our full historic portfolio

TABOR GRAND HOTEL APARTMENTS	LEADVILLE, COLORADO
LANDMARK AT LAMAR	WICHITA FALLS, TEXAS
LEE HARDWARE LOFTS	SALINA, KANSAS
LEE HARDWARE LOFTS II	SALINA, KANSAS
LEE HARDWARE LOFTS III	SALINA, KANSAS
STONEPOST LOFTS	HAYS, KANSAS
LANDMARK AT ABILENE	ABILENE, TEXAS
LANDMARK 301	CONROE, TEXAS
ROOSEVELT LOFTS	SAN ANGELO, TEXAS

LANDMARK ON LAMAR

Landmark on Lamar was important in our downtown as it has helped both diversify and expand the options for urban living and is a historic preservation success story. Ensuring a variety of residential options exist to accommodate all income levels and generations is a key component of a healthy downtown, and we are pleased the Landmark on Lamar project has been so successful for Wichita Falls' revitalization initiatives.

Karen Montgomery-Gagné, City of Wichita Falls Planning Division

LEE LOFTS

Overland Property Group has redeveloped several historic buildings in Salina, Kansas, and we have seen the incredible transformation of these buildings firsthand. The redevelopment of the Lee Hardware Company buildings has been a major improvement to Salina's Downtown, transforming long-vacant structures into vibrant loft apartments and commercial space. Their projects have added vibrancy and rejuvenation to our downtown, creating meaningful partnerships with the City of Salina and other community entities. Lee Lofts is an example of OPG's exemplary work in historic preservation while meeting the needs of the community."

Michael D. Schrage, City Manager, City of Salina

STONEPOST LOFTS

It was a pleasure to witness firsthand the incredible transformation of Washington Elementary, a project led by Overland Property Group. Their innovative vision, meticulous attention to detail, and commitment to preserving our community's history have left a lasting impact. The redevelopment of Washington Elementary was a critical initiative for our community, preventing the structure from falling into disrepair and giving it new life as a thoughtfully designed residential development. This project not only preserved a vital piece of Hays's heritage but also revitalized the surrounding neighborhood by attracting new residents and supporting local economic growth. Overland Property Group's ability to turn historic spaces into vibrant, functional places is unmatched, and I enthusiastically recommend their work."

Toby Dougherty, City Manager, City of Hays

ROOSEVELT LOFTS

Historic preservation is important—like a family tree. People want to know about their family history, and in the same way, they want to see older buildings like Roosevelt Lofts and learn about their past. These spaces carry stories, and those stories connect us to our community.

Brenda Gunter, Former Mayor of San Angelo

This space has seen many transitions, but its purpose has always remained clear—to serve as downtown living. I'm glad to be here and see it happen.

Del Velasquez, Former Downtown San Angelo Executive Director

Roosevelt Lofts should inspire more historic rehabilitations like this one.

Tom Thompson, Mayor of San Angelo

TESTIMONIALS

OVERLAND
PROPERTY GROUP







HEADQUARTERS

SALINA OFFICE

254 N Santa Fe Ave, Suite A
Salina, Kansas 67401
(785) 371-1663

KC OFFICE

5345 W. 151st Terrace
Leawood, Kansas 66224
(913) 396-6310

DENVER OFFICE

1732 Wazee Street, Suite 202
Denver, Colorado 80202
(303) 392-8850

City Council Meeting

Item Number: 19.
Meeting Date: February 24, 2026
To: City Council
From: Isaac Garnett, Community Services Division Manager
Subject: MOTION ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT SCHEDULE FOR THE 2026-2027 APPLICATION CYCLE AND THE 2026-2027 SECOND YEAR ACTION PLANS

Purpose:
Inform the public and potential applicants of significant dates and benchmarks during the 2026–2027 submission cycle.

Recommended Action:
Approve

Fiscal Impact:
No fiscal impact on the city budget.

Strategic Priority:
TRANSPARENT & CONSISTENT COMMUNICATION

Discussion:
The CDBG Division will reach out to nonprofits and interested agencies to educate them on the process for applying for federal funding.

Attachments:
A. 2026 CDBG Grant Schedule

Isaac Garnett, Development Services - Community Services	Created/Initiated - 2/11/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, Finance	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Jan Hamilton, City Secretary	Final Approval - 2/18/2026

Schedule for HUD PY2026 CDBG Application Cycle, PY2026 Action Plan

DESCRIPTION OF EVENT	DATE
Inform public of schedule	Febuarary 24
Application training to prospective applicants	As needed
Community meetings –TBD	March 2026
Community Development Week	March 23–March 27
Project applications / Proposals due date	April 3-April 30
Public Hearing #1 (City Hall) – Review past performance; present CDBG proposals.	May 12, 10:00 am.
CDBG Committee Meeting. Review Action Plan recommendations and develop recommendations on fund distribution	To Be Determined
Public Hearing #2 (City Hall) – Review Action Plan recommendations and draft Action Plan.	June 09, 10:00 am.
Publish Draft Action Plan; allow 30-Days for public review and comment	June 12 to July 12
Final Approval (City Hall) – Council considers approval of Action Plan.	July 21
Submit Action Plan to HUD.	By August 16
Conduct environmental reviews and provide training to new subrecipients.	As needed
Receive grant agreement from HUD and begin projects that are authorized by individual contracts.	October 1, 2026

Prepared 02/11/26

City Council Meeting

Item Number: 20.
Meeting Date: February 24, 2026
To: City Council
From: Gabriel McClelland, Engineering Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION ("DEVELOPER"), REGARDING DEVELOPER'S CONSTRUCTION OF CERTAIN PUBLIC WATER IMPROVEMENTS TO SERVE VISTA DEL PUEBLO ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

Purpose:
To extend public water service to an existing subdivision in District 2 in order to address limited water availability.

Recommended Action:
Approval

Fiscal Impact:
There is no fiscal impact at this time.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
This agreement is needed to provide a public water supply to an existing subdivision in District 2 where water availability has been limited. Extending public water service will ensure adequate service for existing residents.

Attachments:
A. Support Memo
B. RESOLUTION W EXH - David Diaz (Midessa Construction) - Vista Del Pueblo Reso w Exh
C. 2026.02.06 - Development Agmt (Clean w Exhibits)

Natalie Burgard, Engineering Services	Created/Initiated - 2/10/2026
Gabriel McClelland, Engineering Services	Approved - 2/11/2026
Christy Weakland, Finance	Approved - 2/12/2026
Linda Ochoa, Legal	Approved - 2/14/2026
Jose Ortiz, City Manager	Approved - 2/17/2026

INTEROFFICE MEMORANDUM

TO: Jose Ortiz, Deputy City Manager

FROM: Gabriel McClelland, Director of Engineering Services

SUBJECT: Resolution Authorizing Public Improvement Development Agreement – Vista Del Pueblo Addition

DATE: 2/11/2026

A resolution is needed for the execution of a Public Improvement Development Agreement with David Diaz, doing business as Midessa Construction, for the construction of public water improvements to serve the Vista Del Pueblo Addition, located within the City and County of Midland, Texas.

Under the agreement, the Developer will construct the required public water infrastructure necessary to serve the subdivision. The improvements will be made in accordance with City standards and specifications and will be subject to City inspection and approval.

Upon completion, inspection, and acceptance by the City, the water improvements will become part of the City's public water system and will be maintained by the City.

Approval of this resolution will allow the project to proceed in accordance with City requirements and ensure that adequate public water infrastructure is installed to serve the development.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION ("DEVELOPER"), REGARDING DEVELOPER'S CONSTRUCTION OF CERTAIN PUBLIC WATER IMPROVEMENTS TO SERVE VISTA DEL PUEBLO ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the developer of Vista Del Pueblo Addition, City and County of Midland, Texas (the "Property"), David Diaz, doing business as Midessa Construction ("Developer"), was required by Title XI, Chapter 2 of the Midland City Code to construct certain public water improvements (the "Improvements") to serve the Property; however, this requirement was previously deferred due to the lack of a reasonably accessible public water main; and

WHEREAS, the City will be constructing a 12" water line along Todd Drive that will result in a public water main being reasonably accessible to the Property, so Developer now desires to construct the Improvements as required by Title XI, Chapter 2 of the Midland City Code; and

WHEREAS, the City Council finds it to be in the public interest to execute a public improvement development agreement with Developer under which Developer agrees to construct the Improvements;

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

SECTION ONE. That the recitals stated above and the recitals stated in the public improvement development agreement, a copy of which is attached hereto as Exhibit A and incorporated herein for all purposes, are hereby approved, adopted, and incorporated herein by reference.

SECTION TWO. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a public improvement development agreement with Developer. Said agreement shall be in a form substantially similar to that attached hereto as Exhibit A.

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:

_____
Gabriel McClelland, Engineering Services Director

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

DEVELOPMENT AGREEMENT
BETWEEN DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION,
AND THE CITY OF MIDLAND, TEXAS

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 20____, by and between **DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION** ("Developer"), and the **CITY OF MIDLAND, TEXAS** (the "City"), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, the City will be constructing a 12" water line (the "Todd Drive Water Line") along Todd Drive from a point approximately even with the southern boundary of the tract of land located at 4405 Todd Drive to a point approximately even with the northern boundary of the tract of land located at 3616 Todd Drive; and

WHEREAS, the City Council previously deferred, but did not waive, the requirement that Developer construct public water improvements required by Title XI, Chapter 2 of the Midland City Code to serve Developer's development, Vista del Pueblo, City and County of Midland, Texas (the "Property"), because a public water main was not reasonably accessible at the time of such deferral; and

WHEREAS, Section 11-2-4 requires that the City execute a development agreement with a developer who requests a deferral of public improvements; and

WHEREAS, the City's construction of the Todd Drive Water Line will result in a public water main being reasonably accessible to the Property, so Developer desires to construct public water improvements (the "Improvements") to serve the Property as required by Title XI, Chapter 2 of the Midland City Code; and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement providing for Developer's construction of the Improvements, as authorized and required by Section 11-2-4 of the City Code;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree to the terms set forth in this Agreement:

1. Developer agrees to construct the Improvements, which shall consist of "Phase 1 Improvements" and "Phase 2 Improvements" as set forth below. Such Improvements shall be more particularly described in specifications and contract documents related to the construction of the Improvements (collectively, the "Specifications"), which shall be subject to the City's approval. The Specifications shall be incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment to the Specifications may be made without the written approval of the City Engineer.

2. The Improvements to be constructed by Developer pursuant to this Agreement shall be generally as shown in **Exhibit A** and shall be generally described as follows:

   (a) Phase 1 Improvements: A 12" water line along Todd Drive from a point approximately even with the northern boundary of the tract of land located at 3616 Todd Drive to a point even with the centerline of Linda Vida Drive, as described in **Exhibit B**.

   (b) Phase 2 Improvements: An 8" water line loop within the Property, as described in **Exhibit C**.

3. Developer shall, on or before June 1, 2026, ensure that the owner(s) of the following-described tracts have dedicated to the City, by one or more instruments acceptable to the City, a public utility easement in, on, upon, over, under, across, along and through said tracts:

   (a) That 60-foot right-of-way identified as Linda Vida Drive in the plat of Vista del Pueblo recorded on August 24, 2017, in the Official Plat Records of Midland County, Texas, in Cabinet H, Page 389 under Document Number 2017-25100 (the "Vista del Pueblo Plat");

   (b) That 60-foot right-of-way identified as Nueva Vida Circle in the Vista del Pueblo Plat;

(c) That 60-foot right-of-way identified as Vista del Pueblo Drive in the Vista del Pueblo Plat;

(d) That 60-foot right-of-way identified as Buena Vida Circle in the Vista del Pueblo Plat; and

(e) Those utility easements identified in the Vista del Pueblo Plat.

4. The City shall not be responsible for constructing any portion of the Improvements or participating in the cost of the construction of any portion of the Improvements.

5. Developer shall fully complete the Improvements on or before January 1, 2027; provided, however, that the City Engineer, in the City Engineer's discretion, may grant extensions of time to fully complete the Improvements, subject to the performance bond requirement of Section 7 hereof. The City and Developer agree that the City Engineer is under no obligation to grant an extension of time to fully complete the Improvements. Upon completion of the Improvements, Developer shall notify the City Engineer for inspection. Project inspection for the Improvements will be done by the City during the construction phase. The City Engineer shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the City Engineer determines that all work has been completed in conformance with the Specifications, then the City Engineer shall give his approval for that improvement work.

6. Developer understands and agrees that Developer has a duty under Title XI, Chapter 2 of the City Code to construct the Improvements, and, thus, the City shall have no duty to participate in the cost of Developer's construction of the Improvements.

7. On or before June 1, 2026, Developer shall provide the City a performance bond in the amount of $184,764.00 to ensure completion of the Phase 1 Improvements and a performance bond in the amount of $1,437,488.40 to ensure completion of the Phase 2 Improvements. Each such performance bond shall be of a term sufficient to cover the completion period plus 30 days in a form approved by the City Attorney securing completion of the Improvements as provided by this Agreement. Prior to the City Engineer granting an extension of time to fully complete the Improvements, as authorized in Section 5 hereof, the City Engineer shall ensure that Developer has posted the requisite performance bond that covers the completion period, as extended, plus 30 days. Notwithstanding the foregoing, in lieu of providing the aforementioned performance bonds, Developer may provide a cash escrow in the amount of $184,764.00 to ensure completion of the Phase 1 Improvements and a cash escrow in the amount of $1,437,488.40 to ensure completion of the Phase 2 Improvements.

Additionally, Developer shall provide a performance bond and a payment bond from each of Developer's contractors, with the City identified as a co-obligee. Such performance bond and payment bond shall be in amounts equal to the total amount set

forth in each contractor's contract. The performance bond and payment bond must be executed by a corporate surety in conformance with Chapter 2253, Government Code, as amended.

8. Developer shall maintain the Improvements until such Improvements are accepted by the City, cooperate with City inspectors, and abide by all rules and regulations relating to City inspections of the Improvements.

9. After completion and the City's acceptance of the Improvements, Developer shall furnish to the City an affidavit of all bills paid with respect to the completed work and any other records requested by the City Manager documenting Developer's costs incurred in constructing the Improvements.

10. As portions of the Improvements are completed in accordance with this Agreement, applicable City ordinances and regulations, and the Specifications, Developer may make application to the City Engineer to reduce the amount of the associated performance bond or cash escrow. If the City Engineer is satisfied that such portion of the Improvements has been completed in accordance with this Agreement, applicable City ordinances and regulations, and the Specifications, the City Engineer may cause the amount of the associated performance bond or cash escrow to be reduced by such amount that the City Engineer deems appropriate, so that the remaining amount of the performance bond or cash escrow adequately ensures the completion of the remainder of the Improvements. Final release of a performance bond or cash escrow shall be subject to a retainage of 20 percent of the total until a certificate of satisfactory completion has been issued by the City Engineer.

11. In the event that Developer fails to complete the Improvements, or any portion thereof, in accordance with this Agreement, the City may:

    (a) Declare this Agreement to be in default and require that the Improvements be installed regardless of the extent of completion of the development at the time the Agreement is declared to be in default.

    (b) Draw on or otherwise obtain or receive funds under the associated performance bond or cash escrow and complete such Improvements itself or through a third party.

    (c) Assign its right to draw on or otherwise obtain or receive funds under the associated performance bond or cash escrow to any third party, including a subsequent owner of the Property, in whole or in part, in exchange for that subsequent owner's promise to complete such Improvements.

    (d) Approve an extension of the period of the associated performance bond.

    (e) Exercise any other rights available under the law.

Notwithstanding the foregoing, in the event that Developer provides a cash escrow to ensure the completion of the Phase 1 Improvements or a cash escrow to ensure the completion of the Phase 2 Improvements and subsequently notifies the City in writing of Developer's intent to not complete a portion of the Improvements for which a cash escrow was provided, the City may immediately draw on the applicable cash escrow in its entirety for the purpose of the City completing such portion of the Improvements; provided, however, that within 45 days following the completion and acceptance of such portion of the Improvements by the City, the City shall return the remainder of the applicable cash escrow, if any, to Developer.

12. Developer shall indemnify, hold harmless, and defend the City and all of the City's officers, agents and employees from all suits, actions, claims, damages, personal injuries, including 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 Developer, its agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this Agreement, and Developer will be required to pay any judgment with costs which may be obtained against the City or any of its officers, agents or employees, including attorney's fees.

DEVELOPER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, INCLUDING ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE 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 THE CITY, THE 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 DEVELOPER'S NEGLIGENCE OR DEVELOPER'S EMPLOYEES', AGENTS', OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION, OR OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND DEVELOPER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

13. Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this Agreement. When the City so desires, Developer shall furnish satisfactory evidence

that all obligations of the nature hereinabove designated have been paid, discharged or waived.

14. Developer shall obtain and maintain continuously in effect at all times during the construction of the Improvements at Developer's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City. The following requirements shall be met in regard to workers' compensation insurance coverage:

(a) Definitions:

(i) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

(ii) Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

(iii) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(b) Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Developer providing services on the project, for the duration of the project.

(c) Developer must provide a certificate of coverage to the City prior to the construction of the Improvements.

(d) If the coverage period shown on Developer's current certificate of coverage ends during the duration of the project, Developer must, prior to the end of the coverage

period, file a new certificate of coverage with the City showing that coverage has been extended.

(e) Developer shall obtain from each person providing services on a project, and provide to the City:

(i) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(f) Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(g) Developer shall notify the City in writing by certified mail or personal delivery, within 10 days after Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

(h) Developer shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(i) Developer shall contractually require each person with whom it contracts to provide services on a project, to:

(i) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(ii) provide to Developer, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(iii) provide Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(iv) obtain from each other person with whom it contracts, and provide to Developer:

a. a certificate of coverage, prior to the other person beginning work on the project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(v) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vi) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(vii) contractually require each person with whom it contracts, to perform as required by paragraphs (i) - (vii), with the certificates of coverage to be provided to the person for whom they are providing services.

(j) By signing this Agreement or providing or causing to be provided a certificate of coverage, Developer is representing to the City that all employees of Developer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(k) Developer's failure to comply with any of these provisions is a breach of contract by Developer which entitles the City to declare the Agreement void if Developer does not remedy the breach within 10 days after receipt of notice of breach from the City.

(l) Developer shall also comply with the following:

(i) Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of $250,000.00 per individual, $1,000,000.00 per occurrence and $100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

(ii) Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by Developer or its employees in amounts of not less than

$1,000,000.00 combined single limit or equivalent, provided, however, separate automobile coverage shall not be required if such coverage is provided under Developer's comprehensive general liability policy. The insurance shall name the City as an additional insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which Developer may carry.

15. **All insurance required pursuant to Section 14, except workers' compensation, shall name the City as an additional insured.** The comprehensive general liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Developer in the indemnity and hold harmless provisions included in this Agreement. Developer's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Developer shall furnish to the City a certificate of insurance showing the City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Section 14 shall include in its provisions a waiver of any rights of subrogation against the City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE WORK THAT IS THE SUBJECT OF THIS DEVELOPMENT AGREEMENT TO OBTAIN INSURANCE COVERAGE THAT MEETS OR EXCEEDS THE MINIMUM AMOUNTS SPECIFIED HEREIN. ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS SHALL OBTAIN INSURANCE POLICIES THAT PROVIDE BLANKET WAIVERS OF SUBROGATION IN FAVOR OF THE CITY OF MIDLAND AND POLICIES THAT NAME THE CITY OF MIDLAND AS AN ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION).

16. Insurance must be approved by the City Attorney prior to this Agreement being executed.

17. This Agreement may be modified or amended only by the mutual consent of the parties hereto.

18. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

19. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

Midessa Construction
208 South Marienfeld Street
Midland, Texas 79701
Attn: David Diaz

If to the City:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Engineer

20. Any section, clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the section, clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

21. 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 actions 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 been performed in Midland County, Texas. This Agreement shall be construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

22. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, DEVELOPER 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. DEVELOPER SPECIFICALLY AGREES THAT IF DEVELOPER 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), CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OR CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, DEVELOPER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH DEVELOPER MIGHT OTHERWISE BE ENTITLED.

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

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

23. It is expressly understood and agreed that Developer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Developer 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 the City and Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. No person performing any of the work and services described hereunder by Developer shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Developer 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 City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

24. **RELEASE: DEVELOPER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY, THE CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING UNDER OR ASSOCIATED WITH THIS AGREEMENT WHICH DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR THE CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.**

25. By executing this Agreement the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

26. The City and Developer agree and acknowledge that this Agreement is not a contract for goods or services. Rather, this Agreement is required by Section 11-2-4 of the City Code to ensure Developer's fulfillment of Developer's duty to construct the Improvements in accordance with the requirements of Title XI, Chapter 2 of the City Code.

27. **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, Developer or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) 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 Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Developer 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 Developer that Developer's notice is insufficient. The 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, Developer's failure to comply with the requirements herein shall perpetually bar Developer's claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Developer agrees that the requirements of this entire Agreement are reasonable.

This Agreement is made under the authority of the laws of the State of Texas and Ordinances and the Charter of the City of Midland.

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

(a) that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement;

(b) that Developer does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and

(c) that Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

29. To the extent that Developer may develop a tract of land on the south side of Linda Vida Drive, Developer acknowledges and agrees that the City's construction of the Todd Drive Water Line will result in a public water main being reasonably accessible to such development.

30. Developer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Developer agrees that it shall comply with Texas Local Government Code Section 176.006, 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/filinginfo/1295/ and https://www.ethics.state.tx.us/forms/conflict/.

[Signature pages follow]

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabriel McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION

By:_____
David Diaz, Individually and as Owner of Midessa Construction

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared David Diaz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of himself and Midessa Construction, in the capacity therein stated.

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

_____
Notary Public, State of Texas

EXHIBIT A

MIDLAND
Be the Energy!

TODD RD WL IMP
CITY VS DEVELOPER IMP EXHIBIT
NOVEMBER 13, 2025; PAGE 01 OF 01

N

TODD RD

MARIE DR

12" WL

8" WL

8" WL

LINDA VIDA DR

TODD RD

LEGEND:

PHASE 1 WATER MAIN

PHASE 2 WATER MAIN

0 150 300 600 Feet

THE CITY OF MIDLAND - 2025

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

EXHIBIT B

COST ESTIMATE
CITY OF MIDLAND
PROJECT: TODD RD WL IMP PHASE 1
DATE: NOVEMBER 13, 2025

Project Description
Todd Road Waterline Improvements - 12" water main to be extended along Todd Road from 3161 Todd Road northern property line to Linda Vida Drive.

Base Bid Items:

Item	Description	Quantity	Unit	Unit Price	Amount
Miscellaneous Items					
1	Mobilization	2	MO	$5,000.00	$10,000.00
2	Erosion/Sediment Control	2	MO	$1,000.00	$2,000.00
3	Traffic Control	2	MO	$10,000.00	$20,000.00
4	Job Site Safety	2	MO	$5,000.00	$10,000.00
5	Seeding & Stabilization	226	SY	$15.00	$3,390.00
6	Spray Watering	1	LS	$9,000.00	$9,000.00
7	Material Mark-up	N/A	%		N/A
8	Labor Mark-up (Regular Work Hours)	N/A	%		N/A
9	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%		N/A
	TOTAL MISCELLANEOUS BASE BID:				**$54,390.00**
Demolition Items					
1	Removal & Disposal of Existing Unclassified Pavement	22	SY	$30.00	$660.00
	TOTAL DEMOLITION BASE BID:				**$660.00**
Water Items					
1	12" AWWA C-900 DR18, PVC, Water Main	560	LF	$130.00	$72,800.00
2	Connect to Existing Water Main	1	EA	$3,000.00	$3,000.00
3	Open Trenching of Water Main	560	LF	$35.00	$19,600.00
	TOTAL WATER BASE BID:				**$95,400.00**
Paving Items					
1	6" Concrete Repair	22	SY	$160.00	$3,520.00
	TOTAL PAVING BASE BID:				**$3,520.00**
Contingency					
1	Contingency	20%		$153,970.00	$30,794.00
	TOTAL CONTINGENCY:				**$30,794.00**
				TOTAL BASE BID:	**$184,764.00**

EXHIBIT C

COST ESTIMATE
CITY OF MIDLAND
PROJECT: TODD RD WL IMP PHASE 2
DATE: NOVEMBER 13, 2025

Project Description
Todd Road Waterline Improvements - 8" water service loop installed in the Vista Del Pueblo neighborhood.

Base Bid Items:

Item	Description	Quantity	Unit	Unit Price	Amount
Miscellaneous Items					
1	Mobilization	4	MO	$5,000.00	$20,000.00
2	Erosion/Sediment Control	4	MO	$1,000.00	$4,000.00
3	Traffic Control	4	MO	$10,000.00	$40,000.00
4	Job Site Safety	4	MO	$5,000.00	$20,000.00
5	Spray Watering	1	LS	$9,000.00	$9,000.00
6	Material Mark-up	N/A	%		N/A
7	Labor Mark-up (Regular Work Hours)	N/A	%		N/A
8	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%		N/A
	TOTAL MISCELLANEOUS BASE BID:				**$93,000.00**
Demolition Items					
1	Removal & Disposal of Existing Unclassified Pavement	2344	SY	$30.00	$70,320.00
	TOTAL DEMOLITION BASE BID:				**$70,320.00**
Water Items					
1	8" AWWA C-900 DR18, PVC, Water Main	5275	LF	$95.00	$501,125.00
2	8" Gate Valve & Box (MJxMJ/FL)	1	EA	$3,500.00	$3,500.00
3	Ductile Iron Fittings	704	LBS	$10.00	$7,040.00
4	Connect to Existing Water Main	1	EA	$3,000.00	$3,000.00
5	Open Trenching of Water Main	5275	LF	$20.00	$105,500.00
	TOTAL WATER BASE BID:				**$620,165.00**

Paving Items

1	2" Type C HMAC Asphalt Pavement Repair (PG64-22)	2344	SY	$51.00	$119,544.00
2	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	2344	SY	$39.00	$91,416.00
3	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	469	GAL	$2.00	$938.00
4	Tack Coat (MC-30, 0.10 Gal / SY)	235	GAL	$4.00	$940.00
5	Flowable Fill / 2-Sack Backfill	2344	SY	$86.00	$201,584.00
	TOTAL PAVING BASE BID:				**$414,422.00**

Contingency

1	Contingency	20%		$1,197,907.00	$239,581.40
	TOTAL CONTINGENCY:				**$239,581.40**
				TOTAL BASE BID:	**$1,437,488.40**

DEVELOPMENT AGREEMENT
BETWEEN DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION,
AND THE CITY OF MIDLAND, TEXAS

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and effective this _____ day of _____, 20____, by and between **DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION** ("Developer"), and the **CITY OF MIDLAND, TEXAS** (the "City"), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, the City will be constructing a 12" water line (the "Todd Drive Water Line") along Todd Drive from a point approximately even with the southern boundary of the tract of land located at 4405 Todd Drive to a point approximately even with the northern boundary of the tract of land located at 3616 Todd Drive; and

WHEREAS, the City Council previously deferred, but did not waive, the requirement that Developer construct public water improvements required by Title XI, Chapter 2 of the Midland City Code to serve Developer's development, Vista del Pueblo, City and County of Midland, Texas (the "Property"), because a public water main was not reasonably accessible at the time of such deferral; and

WHEREAS, Section 11-2-4 requires that the City execute a development agreement with a developer who requests a deferral of public improvements; and

WHEREAS, the City's construction of the Todd Drive Water Line will result in a public water main being reasonably accessible to the Property, so Developer desires to construct public water improvements (the "Improvements") to serve the Property as required by Title XI, Chapter 2 of the Midland City Code; and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement providing for Developer's construction of the Improvements, as authorized and required by Section 11-2-4 of the City Code;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree to the terms set forth in this Agreement:

1. Developer agrees to construct the Improvements, which shall consist of "Phase 1 Improvements" and "Phase 2 Improvements" as set forth below. Such Improvements shall be more particularly described in specifications and contract documents related to the construction of the Improvements (collectively, the "Specifications"), which shall be subject to the City's approval. The Specifications shall be incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment to the Specifications may be made without the written approval of the City Engineer.

2. The Improvements to be constructed by Developer pursuant to this Agreement shall be generally as shown in **Exhibit A** and shall be generally described as follows:

   (a) Phase 1 Improvements: A 12" water line along Todd Drive from a point approximately even with the northern boundary of the tract of land located at 3616 Todd Drive to a point even with the centerline of Linda Vida Drive, as described in **Exhibit B**.

   (b) Phase 2 Improvements: An 8" water line loop within the Property, as described in **Exhibit C**.

3. Developer shall, on or before June 1, 2026, ensure that the owner(s) of the following-described tracts have dedicated to the City, by one or more instruments acceptable to the City, a public utility easement in, on, upon, over, under, across, along and through said tracts:

   (a) That 60-foot right-of-way identified as Linda Vida Drive in the plat of Vista del Pueblo recorded on August 24, 2017, in the Official Plat Records of Midland County, Texas, in Cabinet H, Page 389 under Document Number 2017-25100 (the "Vista del Pueblo Plat");

   (b) That 60-foot right-of-way identified as Nueva Vida Circle in the Vista del Pueblo Plat;

(c) That 60-foot right-of-way identified as Vista del Pueblo Drive in the Vista del Pueblo Plat;

(d) That 60-foot right-of-way identified as Buena Vida Circle in the Vista del Pueblo Plat; and

(e) Those utility easements identified in the Vista del Pueblo Plat.

4. The City shall not be responsible for constructing any portion of the Improvements or participating in the cost of the construction of any portion of the Improvements.

5. Developer shall fully complete the Improvements on or before January 1, 2027; provided, however, that the City Engineer, in the City Engineer's discretion, may grant extensions of time to fully complete the Improvements, subject to the performance bond requirement of Section 7 hereof. The City and Developer agree that the City Engineer is under no obligation to grant an extension of time to fully complete the Improvements. Upon completion of the Improvements, Developer shall notify the City Engineer for inspection. Project inspection for the Improvements will be done by the City during the construction phase. The City Engineer shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the City Engineer determines that all work has been completed in conformance with the Specifications, then the City Engineer shall give his approval for that improvement work.

6. Developer understands and agrees that Developer has a duty under Title XI, Chapter 2 of the City Code to construct the Improvements, and, thus, the City shall have no duty to participate in the cost of Developer's construction of the Improvements.

7. On or before June 1, 2026, Developer shall provide the City a performance bond in the amount of $184,764.00 to ensure completion of the Phase 1 Improvements and a performance bond in the amount of $1,437,488.40 to ensure completion of the Phase 2 Improvements. Each such performance bond shall be of a term sufficient to cover the completion period plus 30 days in a form approved by the City Attorney securing completion of the Improvements as provided by this Agreement. Prior to the City Engineer granting an extension of time to fully complete the Improvements, as authorized in Section 5 hereof, the City Engineer shall ensure that Developer has posted the requisite performance bond that covers the completion period, as extended, plus 30 days. Notwithstanding the foregoing, in lieu of providing the aforementioned performance bonds, Developer may provide a cash escrow in the amount of $184,764.00 to ensure completion of the Phase 1 Improvements and a cash escrow in the amount of $1,437,488.40 to ensure completion of the Phase 2 Improvements.

Additionally, Developer shall provide a performance bond and a payment bond from each of Developer's contractors, with the City identified as a co-obligee. Such performance bond and payment bond shall be in amounts equal to the total amount set

forth in each contractor's contract. The performance bond and payment bond must be executed by a corporate surety in conformance with Chapter 2253, Government Code, as amended.

8. Developer shall maintain the Improvements until such Improvements are accepted by the City, cooperate with City inspectors, and abide by all rules and regulations relating to City inspections of the Improvements.

9. After completion and the City's acceptance of the Improvements, Developer shall furnish to the City an affidavit of all bills paid with respect to the completed work and any other records requested by the City Manager documenting Developer's costs incurred in constructing the Improvements.

10. As portions of the Improvements are completed in accordance with this Agreement, applicable City ordinances and regulations, and the Specifications, Developer may make application to the City Engineer to reduce the amount of the associated performance bond or cash escrow. If the City Engineer is satisfied that such portion of the Improvements has been completed in accordance with this Agreement, applicable City ordinances and regulations, and the Specifications, the City Engineer may cause the amount of the associated performance bond or cash escrow to be reduced by such amount that the City Engineer deems appropriate, so that the remaining amount of the performance bond or cash escrow adequately ensures the completion of the remainder of the Improvements. Final release of a performance bond or cash escrow shall be subject to a retainage of 20 percent of the total until a certificate of satisfactory completion has been issued by the City Engineer.

11. In the event that Developer fails to complete the Improvements, or any portion thereof, in accordance with this Agreement, the City may:

    (a) Declare this Agreement to be in default and require that the Improvements be installed regardless of the extent of completion of the development at the time the Agreement is declared to be in default.

    (b) Draw on or otherwise obtain or receive funds under the associated performance bond or cash escrow and complete such Improvements itself or through a third party.

    (c) Assign its right to draw on or otherwise obtain or receive funds under the associated performance bond or cash escrow to any third party, including a subsequent owner of the Property, in whole or in part, in exchange for that subsequent owner's promise to complete such Improvements.

    (d) Approve an extension of the period of the associated performance bond.

    (e) Exercise any other rights available under the law.

Notwithstanding the foregoing, in the event that Developer provides a cash escrow to ensure the completion of the Phase 1 Improvements or a cash escrow to ensure the completion of the Phase 2 Improvements and subsequently notifies the City in writing of Developer's intent to not complete a portion of the Improvements for which a cash escrow was provided, the City may immediately draw on the applicable cash escrow in its entirety for the purpose of the City completing such portion of the Improvements; provided, however, that within 45 days following the completion and acceptance of such portion of the Improvements by the City, the City shall return the remainder of the applicable cash escrow, if any, to Developer.

12. Developer shall indemnify, hold harmless, and defend the City and all of the City's officers, agents and employees from all suits, actions, claims, damages, personal injuries, including 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 Developer, its agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this Agreement, and Developer will be required to pay any judgment with costs which may be obtained against the City or any of its officers, agents or employees, including attorney's fees.

DEVELOPER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, INCLUDING ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE 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 THE CITY, THE 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 DEVELOPER'S NEGLIGENCE OR DEVELOPER'S EMPLOYEES', AGENTS', OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION, OR OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND DEVELOPER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

13. Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this Agreement. When the City so desires, Developer shall furnish satisfactory evidence

that all obligations of the nature hereinabove designated have been paid, discharged or waived.

14. Developer shall obtain and maintain continuously in effect at all times during the construction of the Improvements at Developer's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City. The following requirements shall be met in regard to workers' compensation insurance coverage:

(a) Definitions:

(i) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

(ii) Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

(iii) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(b) Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Developer providing services on the project, for the duration of the project.

(c) Developer must provide a certificate of coverage to the City prior to the construction of the Improvements.

(d) If the coverage period shown on Developer's current certificate of coverage ends during the duration of the project, Developer must, prior to the end of the coverage

period, file a new certificate of coverage with the City showing that coverage has been extended.

(e) Developer shall obtain from each person providing services on a project, and provide to the City:

(i) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(f) Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(g) Developer shall notify the City in writing by certified mail or personal delivery, within 10 days after Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

(h) Developer shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

(i) Developer shall contractually require each person with whom it contracts to provide services on a project, to:

(i) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(ii) provide to Developer, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(iii) provide Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(iv) obtain from each other person with whom it contracts, and provide to Developer:

a. a certificate of coverage, prior to the other person beginning work on the project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(v) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vi) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(vii) contractually require each person with whom it contracts, to perform as required by paragraphs (i) - (vii), with the certificates of coverage to be provided to the person for whom they are providing services.

(j) By signing this Agreement or providing or causing to be provided a certificate of coverage, Developer is representing to the City that all employees of Developer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(k) Developer's failure to comply with any of these provisions is a breach of contract by Developer which entitles the City to declare the Agreement void if Developer does not remedy the breach within 10 days after receipt of notice of breach from the City.

(l) Developer shall also comply with the following:

(i) Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of $250,000.00 per individual, $1,000,000.00 per occurrence and $100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

(ii) Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by Developer or its employees in amounts of not less than

$1,000,000.00 combined single limit or equivalent, provided, however, separate automobile coverage shall not be required if such coverage is provided under Developer's comprehensive general liability policy. The insurance shall name the City as an additional insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which Developer may carry.

15. **All insurance required pursuant to Section 14, except workers' compensation, shall name the City as an additional insured.** The comprehensive general liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Developer in the indemnity and hold harmless provisions included in this Agreement. Developer's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Developer shall furnish to the City a certificate of insurance showing the City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Section 14 shall include in its provisions a waiver of any rights of subrogation against the City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE WORK THAT IS THE SUBJECT OF THIS DEVELOPMENT AGREEMENT TO OBTAIN INSURANCE COVERAGE THAT MEETS OR EXCEEDS THE MINIMUM AMOUNTS SPECIFIED HEREIN. ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS SHALL OBTAIN INSURANCE POLICIES THAT PROVIDE BLANKET WAIVERS OF SUBROGATION IN FAVOR OF THE CITY OF MIDLAND AND POLICIES THAT NAME THE CITY OF MIDLAND AS AN ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION).

16. Insurance must be approved by the City Attorney prior to this Agreement being executed.

17. This Agreement may be modified or amended only by the mutual consent of the parties hereto.

18. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

19. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

Midessa Construction
208 South Marienfeld Street
Midland, Texas 79701
Attn: David Diaz

If to the City:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Engineer

20. Any section, clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the section, clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

21. 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 actions 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 been performed in Midland County, Texas. This Agreement shall be construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

22. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, DEVELOPER 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. DEVELOPER SPECIFICALLY AGREES THAT IF DEVELOPER 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), CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OR CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, DEVELOPER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH DEVELOPER MIGHT OTHERWISE BE ENTITLED.

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

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

23. It is expressly understood and agreed that Developer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Developer 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 the City and Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. No person performing any of the work and services described hereunder by Developer shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Developer 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 City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

24. **RELEASE: DEVELOPER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY, THE CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING UNDER OR ASSOCIATED WITH THIS AGREEMENT WHICH DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR THE CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE.**

25. By executing this Agreement the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

26. The City and Developer agree and acknowledge that this Agreement is not a contract for goods or services. Rather, this Agreement is required by Section 11-2-4 of the City Code to ensure Developer's fulfillment of Developer's duty to construct the Improvements in accordance with the requirements of Title XI, Chapter 2 of the City Code.

27. **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, Developer or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) 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 Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Developer 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 Developer that Developer's notice is insufficient. The 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, Developer's failure to comply with the requirements herein shall perpetually bar Developer's claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Developer agrees that the requirements of this entire Agreement are reasonable.

This Agreement is made under the authority of the laws of the State of Texas and Ordinances and the Charter of the City of Midland.

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

(a) that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement;

(b) that Developer does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and

(c) that Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

29. To the extent that Developer may develop a tract of land on the south side of Linda Vida Drive, Developer acknowledges and agrees that the City's construction of the Todd Drive Water Line will result in a public water main being reasonably accessible to such development.

30. Developer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Developer agrees that it shall comply with Texas Local Government Code Section 176.006, 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/filinginfo/1295/ and https://www.ethics.state.tx.us/forms/conflict/.

[Signature pages follow]

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabriel McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

DAVID DIAZ, DOING BUSINESS AS MIDESSA CONSTRUCTION

By:_____
David Diaz, Individually and as Owner of Midessa Construction

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared David Diaz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of himself and Midessa Construction, in the capacity therein stated.

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

_____
Notary Public, State of Texas

EXHIBIT A

MIDLAND
Be the Energy!

TODD RD WL IMP
CITY VS DEVELOPER IMP EXHIBIT
NOVEMBER 13, 2025; PAGE 01 OF 01

N

TODD RD

MARIE DR

12" WL

8" WL

8" WL

LINDA VIDA DR

TODD RD

LEGEND:

PHASE 1 WATER MAIN

PHASE 2 WATER MAIN

0 150 300 600 Feet

THE CITY OF MIDLAND - 2025

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

EXHIBIT B

COST ESTIMATE
CITY OF MIDLAND
PROJECT: TODD RD WL IMP PHASE 1
DATE: NOVEMBER 13, 2025

Project Description
Todd Road Waterline Improvements - 12" water main to be extended along Todd Road from 3161 Todd Road northern property line to Linda Vida Drive.

Base Bid Items:

Item	Description	Quantity	Unit	Unit Price	Amount
Miscellaneous Items					
1	Mobilization	2	MO	$5,000.00	$10,000.00
2	Erosion/Sediment Control	2	MO	$1,000.00	$2,000.00
3	Traffic Control	2	MO	$10,000.00	$20,000.00
4	Job Site Safety	2	MO	$5,000.00	$10,000.00
5	Seeding & Stabilization	226	SY	$15.00	$3,390.00
6	Spray Watering	1	LS	$9,000.00	$9,000.00
7	Material Mark-up	N/A	%		N/A
8	Labor Mark-up (Regular Work Hours)	N/A	%		N/A
9	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%		N/A
	TOTAL MISCELLANEOUS BASE BID:				**$54,390.00**
Demolition Items					
1	Removal & Disposal of Existing Unclassified Pavement	22	SY	$30.00	$660.00
	TOTAL DEMOLITION BASE BID:				**$660.00**
Water Items					
1	12" AWWA C-900 DR18, PVC, Water Main	560	LF	$130.00	$72,800.00
2	Connect to Existing Water Main	1	EA	$3,000.00	$3,000.00
3	Open Trenching of Water Main	560	LF	$35.00	$19,600.00
	TOTAL WATER BASE BID:				**$95,400.00**
Paving Items					
1	6" Concrete Repair	22	SY	$160.00	$3,520.00
	TOTAL PAVING BASE BID:				**$3,520.00**
Contingency					
1	Contingency	20%		$153,970.00	$30,794.00
	TOTAL CONTINGENCY:				**$30,794.00**
				TOTAL BASE BID:	**$184,764.00**

EXHIBIT C

COST ESTIMATE
CITY OF MIDLAND
PROJECT: TODD RD WL IMP PHASE 2
DATE: NOVEMBER 13, 2025

Project Description
Todd Road Waterline Improvements - 8" water service loop installed in the Vista Del Pueblo neighborhood.

Base Bid Items:

Item	Description	Quantity	Unit	Unit Price	Amount
Miscellaneous Items					
1	Mobilization	4	MO	$5,000.00	$20,000.00
2	Erosion/Sediment Control	4	MO	$1,000.00	$4,000.00
3	Traffic Control	4	MO	$10,000.00	$40,000.00
4	Job Site Safety	4	MO	$5,000.00	$20,000.00
5	Spray Watering	1	LS	$9,000.00	$9,000.00
6	Material Mark-up	N/A	%		N/A
7	Labor Mark-up (Regular Work Hours)	N/A	%		N/A
8	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%		N/A
	TOTAL MISCELLANEOUS BASE BID:				**$93,000.00**
Demolition Items					
1	Removal & Disposal of Existing Unclassified Pavement	2344	SY	$30.00	$70,320.00
	TOTAL DEMOLITION BASE BID:				**$70,320.00**
Water Items					
1	8" AWWA C-900 DR18, PVC, Water Main	5275	LF	$95.00	$501,125.00
2	8" Gate Valve & Box (MJxMJ/FL)	1	EA	$3,500.00	$3,500.00
3	Ductile Iron Fittings	704	LBS	$10.00	$7,040.00
4	Connect to Existing Water Main	1	EA	$3,000.00	$3,000.00
5	Open Trenching of Water Main	5275	LF	$20.00	$105,500.00
	TOTAL WATER BASE BID:				**$620,165.00**

Paving Items

1	2" Type C HMAC Asphalt Pavement Repair (PG64-22)	2344	SY	$51.00	$119,544.00
2	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	2344	SY	$39.00	$91,416.00
3	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	469	GAL	$2.00	$938.00
4	Tack Coat (MC-30, 0.10 Gal / SY)	235	GAL	$4.00	$940.00
5	Flowable Fill / 2-Sack Backfill	2344	SY	$86.00	$201,584.00
	TOTAL PAVING BASE BID:				**$414,422.00**

Contingency

1	Contingency	20%		$1,197,907.00	$239,581.40
	TOTAL CONTINGENCY:				**$239,581.40**
				TOTAL BASE BID:	**$1,437,488.40**

City Council Meeting

Item Number: 21.
Meeting Date: February 24, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-495-006) BETWEEN THE CITY OF MIDLAND AND XRI HOLDINGS LLC, REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 7, BLOCK C-23, P.S.L. SURVEY, ABSTRACT NO. 1382, WINKLER COUNTY, TEXAS

Purpose:
This License is for a 30' wide right of way for a Thirty-inch (30) Polyethylene private water pipeline. Applicant will also need a Temporary workspace of 20'.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature.

Recommended Action:
approve

Fiscal Impact:
The following fees will be collected:

Application fee (one time): $1,000

30" Private pipeline (249.18 rods * $830.00) $206,819.40

Total Collected: $207,819.40

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This pipeline is proposed to be a 30" diameter, private, polyethylene construction water pipeline and will be buried a minimum thirty-six inches (36) and does not interfere with the City Water operations in this area.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Attachments:

A. XRI executed Right of Way License 26-495-006
B. Council Map XRI_Sec7BlkC23PSLTBar_012126
C. COI

John Simmons, Utilities	Created/Initiated - 2/5/2026
Carl Craigo, Utilities	Approved - 2/13/2026
Christy Weakland, Finance	Approved - 2/13/2026
Linda Ochoa, Legal	Approved - 2/14/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Jan Hamilton, City Secretary	Final Approval - 2/18/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	February 25, 2026
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**XRI Holdings, LLC**
Licensee's Representative:	**Nick Hines**
Licensee's Mailing Address:	15 Smith Road, Suite 5000 Midland, Texas 79705
Property:	As described in Article III below
License Number:	**26-495-008**

Licensee desires use of certain Property (as defined below) in Winkler County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition,

restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of TWO HUNDRED SIX THOUSAND EIGHT HUNDRED NINETEEN and 40/100 Dollars ($206,819.40) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30)

days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a polyethylene pipeline, not to exceed thirty (30) inches in diameter, for the transportation of water and to have the right of ingress and egress at convenient points for such purpose, said construction width shall revert to thirty (30) feet after construction is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct

streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely

closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without

limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

O. Remediation. Licensee shall be responsible for any leaks or spills resulting from its operations which may occur on the Property and Licensee shall undertake all commercially reasonable efforts to ensure leaks and spills will be properly remediated with work on the affected area commencing within seven (7) days of initial discovery of an incident and continuing in good faith to its completion. Licensee shall report all spills and leaks to Licensor or it's representatives within twenty-four (24) hours of initial discovery. Any portion of the Property affected by leaks, spills, re-entry, repairs, maintenance, or other related damages will be subject to remediation. During remediation, all contaminated soil shall be removed and replaced with fresh soil, free of contaminants, chemicals, or deleterious materials that may impair the growth of vegetation or pose risk to human health and safety. The affected area will be returned to pre-remediation grades and conditions to the extent reasonably practicable. A minimum of five inches (5") of topsoil shall be uniformly spread over the newly prepared surface and Licensee shall plant the disturbed area with the type and quantity of native grass or other reasonable landscaping designated by Licensor so that the disturbed area shall be generally restored to its original condition. Acceptance of remediation work shall be in Licensor's sole discretion and contingent upon final inspection and verification of completion by Licensor or its representatives. All contaminated soil removed from the Property will be charged at rate set forth in the then most current University of Texas System Rate and Damage Schedule published by the University of Texas System for caliche.

B. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE,

LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED

OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE

CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

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

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE

AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of

governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by

law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a

recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

LICENSEE:
XRI HOLDINGS, LLC

By: _____
Printed Name: Nick Hines
Title: Chief Operating Officer

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 28th day of January, 2026 personally appeared Nick Hines an officer of XRI Holdings, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of January, 2026.

_____
Notary Public, State of TX

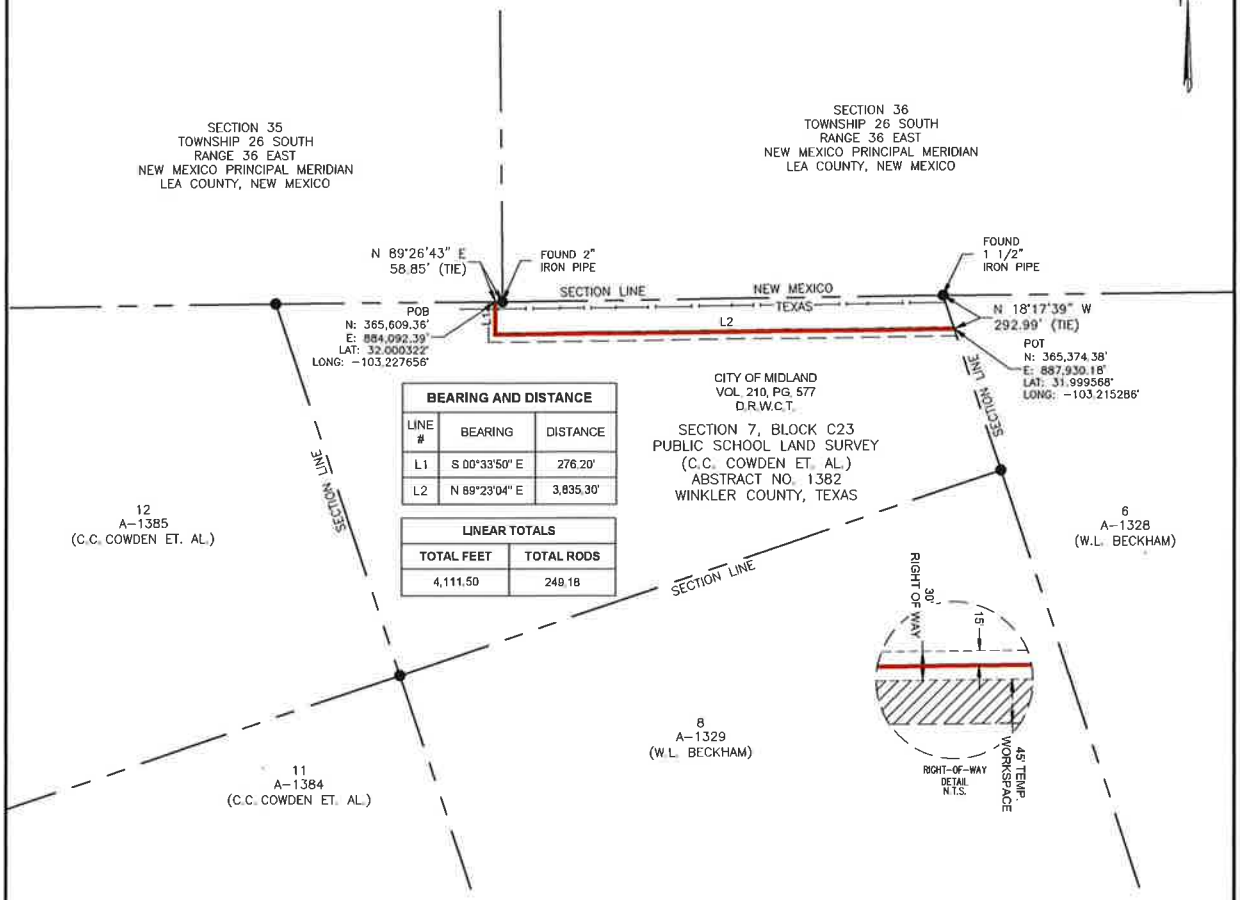
MARISOL J. GUERRERO
NOTARY PUBLIC
STATE OF TEXAS
ID 132527087
EXP. 09-12-2028

EXHIBIT

PROPOSED PIPELINE PLAT

GAMBLER TO WINKLER COUNTY PIPELINE

SECTION 7, BLOCK C23, PUBLIC SCHOOL LAND SURVEY
(C.C. COWDEN ET. AL.), ABSTRACT NO. 1382
WINKLER COUNTY, TEXAS



BEARING AND DISTANCE		
LINE #	BEARING	DISTANCE
L1	S 00°33'50" E	276.20'
L2	N 89°23'04" E	3,835.30'

LINEAR TOTALS	
TOTAL FEET	TOTAL RODS
4,111.50	249.18

30-FOOT RIGHT-OF WAY **CENTERLINE DESCRIPTION**

BEING, A THIRTY-FOOT (30') WIDE PIPELINE RIGHT-OF WAY BEING FIFTEEN-FOOT (15') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, SITUATED IN THAT CERTAIN TRACT OF LAND CONVEYED TO CITY OF MIDLAND IN VOLUME 210, PAGE 577 DEED RECORDS OF WINKLER COUNTY, TEXAS (D.R.W.C.T.) LOCATED IN **SECTION 7, BLOCK C23 PUBLIC SCHOOL LAND SURVEY, (C.C. COWDEN ET. AL.), ABSTRACT NO. 1382**, WINKLER COUNTY, TEXAS.

BEGINNING AT A POINT HAVING COORDINATES OF **N: 365,609.36', E: 884,092.39' / LAT: 32.000322°, LONG: -103.227656°, POINT OF BEGINNING (P.O.B.)**, IN SAID SECTION 7, FROM WHICH A FOUND 2-INCH IRON PIPE IN THE NORTH LINE OF SAID SECTION 7 BEARS N 89°26'43" E A DISTANCE OF 58.85 FEET;

THENCE S 00°33'50" E WITH SAID CENTERLINE, A DISTANCE OF 276.20 FEET TO A POINT;
THENCE N 89°23'04" E WITH SAID CENTERLINE, A DISTANCE OF 3,835.30 FEET TO THE **POINT OF TERMINATION (P.O.T.)**, HAVING COORDINATES OF **N: 365,374.38', E: 887,930.18' / LAT: 31.999568°, LONG: -103.215286°**, OF SAID THIRTY-FOOT (30') PIPELINE RIGHT-OF WAY, FROM WHICH A FOUND 1 1/2-INCH IRON PIPE FOR THE NORTHEAST CORNER OF SAID SECTION 7 BEARS N 18°17'39" W A DISTANCE OF 292.99 FEET.

WHEREAS THE ABOVE DESCRIBED THIRTY-FOOT (30') PIPELINE RIGHT-OF WAY HAVING A CENTERLINE DISTANCE OF 4,111.50 LINEAR FEET, OR 249.18 RODS.

THIS RIGHT-OF WAY DESCRIPTION IS NOT MEANT TO DEPICT A BOUNDARY SURVEY.

LEGEND
- SECTION LINES
- EXISTING FENCE
- EXISTING ELECTRIC
- FOREIGN PIPELINE
- PROPOSED CENTERLINE
- FOUND MONUMENT
- CALCULATED CORNER

1000' 0' 1000'

E. STEVEN HOLAWAY Date: 1/26/2026
ERNEST STEVEN HOLAWAY R.P.L.S. NO. 5479
COOSA CONSULTING CORPORATION
PO BOX 1583, MIDLAND, TEXAS 79701
FIRM NO. 10194822

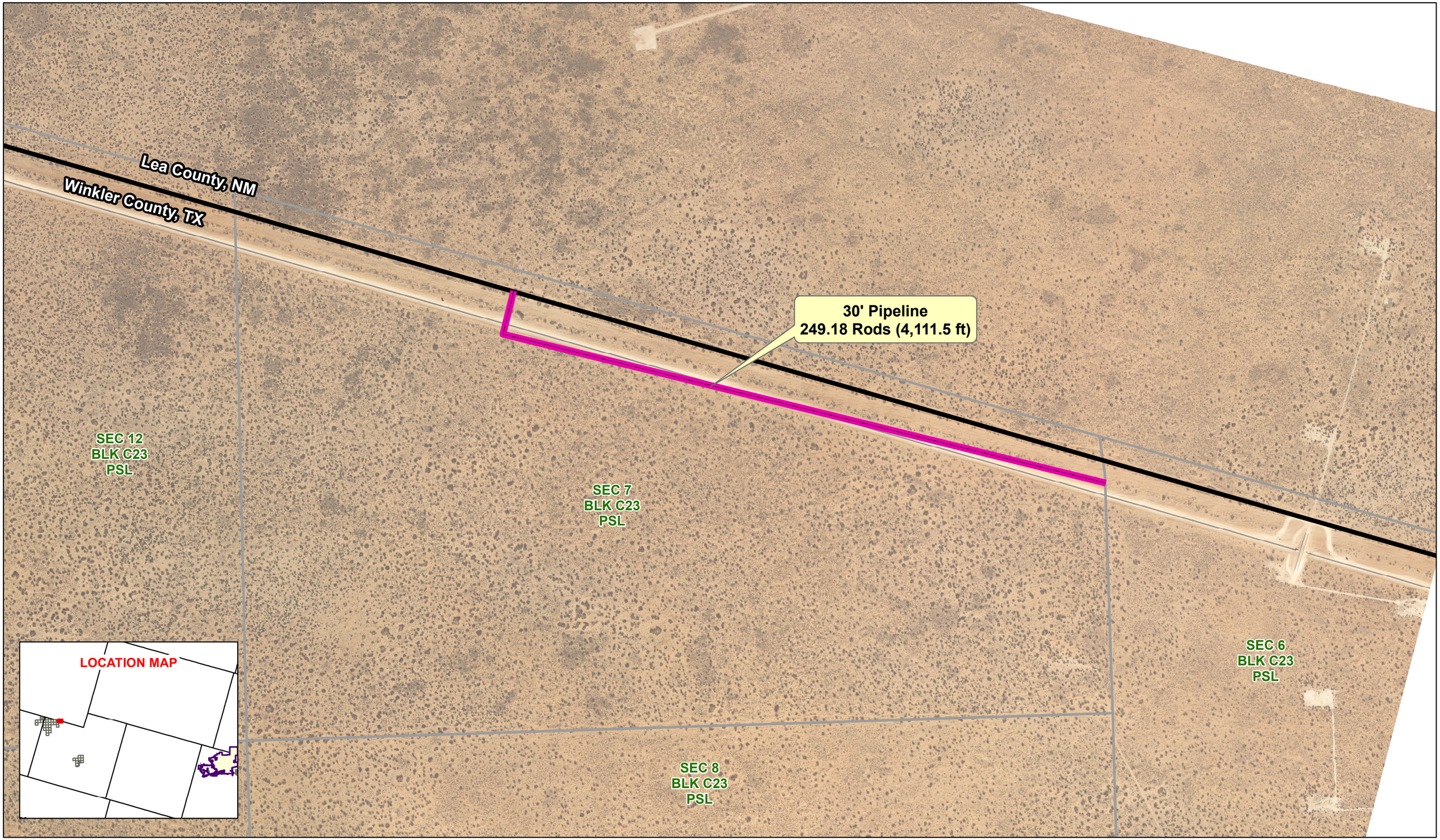
STATE OF TEXAS REGISTERED ERNEST STEVEN HOLAWAY 5479 PROFESSIONAL LAND SURVEYOR

NOTES:
1.) BEARINGS AND COORDINATES ARE GRID AS DERIVED FROM GPS OBSERVATION AND ARE BASED ON THE STATE PLANE COORDINATES FOR THE NEW MEXICO EAST ZONE 3001-NAD83.
2.) CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS RIGHT OF WAY. IN RELATION TO THE EVIDENCE DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY THE CLIENT. ONLY UTILITIES/RIGHT OF WAYS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS RIGHT OF WAY, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES KNOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.

COOSA CONSULTING
PO BOX 1583, MIDLAND, TEXAS 79701
FIRM NO. 10194822

Date: 01/26/2026	Date: 01/26/2026	Scale: 1" = 1000'	DWG: 25-104107_GAMBLER TO WINKLER COUNTY PIPELINE_SEC 7
Drawn: JMJ	Checked: ESH	Job: 25-104107	REVISION NO. 0 / PAGE 1 OF 1

DRAWING PATH P:\Clients - Projects\XRI\25-104107_Gambler to Winkler County Pipeline\Drafting\PIPELINE



Date: 1/21/2026

- Proposed ROW
- County Boundary
- Survey Section

XRI Proposed ROW in Sec 7, Blk C23, PSL (T-Bar Ranch)

N W E S

0 250 500 Feet

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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 DECISION MADE OR ACTION TAKEN BASED ON DATA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 1-800-476-2211 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED XRI Investment Holdings LLC XRI Holdings LLC 15 Smith Rd. Ste 5000 Midland, TX 79705-5454	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Palomar Excess and Surplus Insurance Company **INSURER C :** Upland Specialty Insurance Company {16988} — 16988 **INSURER D :** American Guarantee and Liability Insurance Company — 26247 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** AWJRHXV2 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	GLO467917301	09/24/2025	09/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	BAP467916801	09/24/2025	09/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X	X	CEPXP25000016500	09/24/2025	09/24/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC305717901	09/24/2025	09/24/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Excess Automobile Liability Excess Liability	X	X	USXTL1090425 AEC385644201	09/24/2025	09/24/2026	Occurrence/Aggregate Occurrence/Aggregate	$ 1,000,000 $ 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Right of Way License.
Certificate Holder is included as Additional Insured (Excluding Workers' Compensation) and Waiver of Subrogation applies, except where not permissible by law, if required by written contract, subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City Council Meeting

Item Number: 22.
Meeting Date: February 24, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,763-SQUARE-FOOT PORTION OF LOT 2, BLOCK 1, COUNTRY VILLA ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST WALL STREET, APPROXIMATELY 270 FEET EAST OF SOUTH MIDLAND DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 10, 2026)

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

Kathy Rauda, City Secretary Created/Initiated - 2/10/2026

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

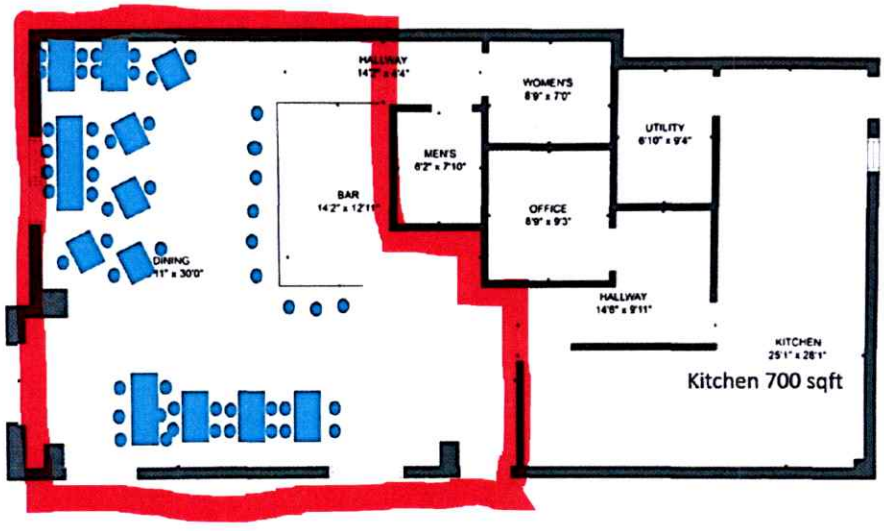
EXHIBIT A

Scanned with CamScanner

Alcoholic Beverage Service Area Outlined in RED.

Total Area- 1,763 sf

Serviceable Area- 668 sf



MIDLAND Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: 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.)*: Restaurat 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 nidnight 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

Square Footage of Alcohol Serviceable Area: 1,763 668 sf

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 5 / 4	**Bathroom Sinks:** 3
	Women	**Toilets:** 5	**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.

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.

DAVESH J. PATEL
Notary Public, State of Texas
Comm. Expires 07-09-2029
Notary ID 126948035

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

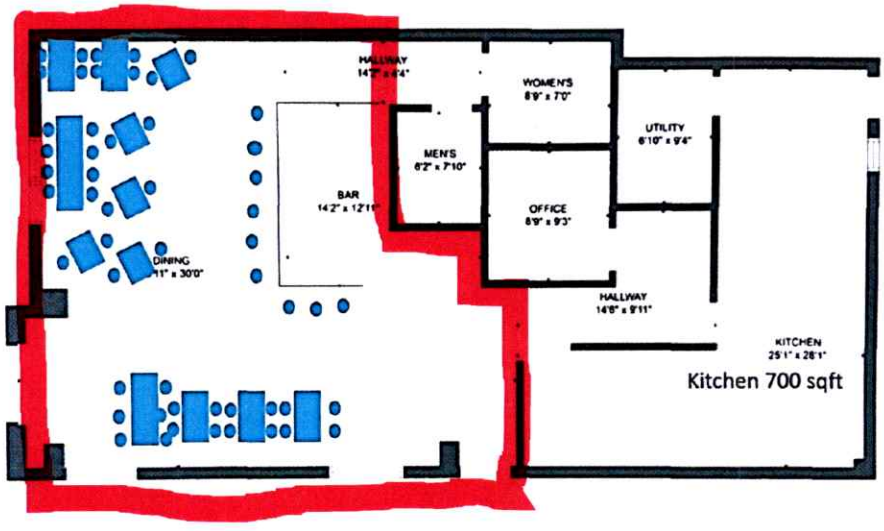
****Application will not be considered for scheduling until reviewed by a planner.****

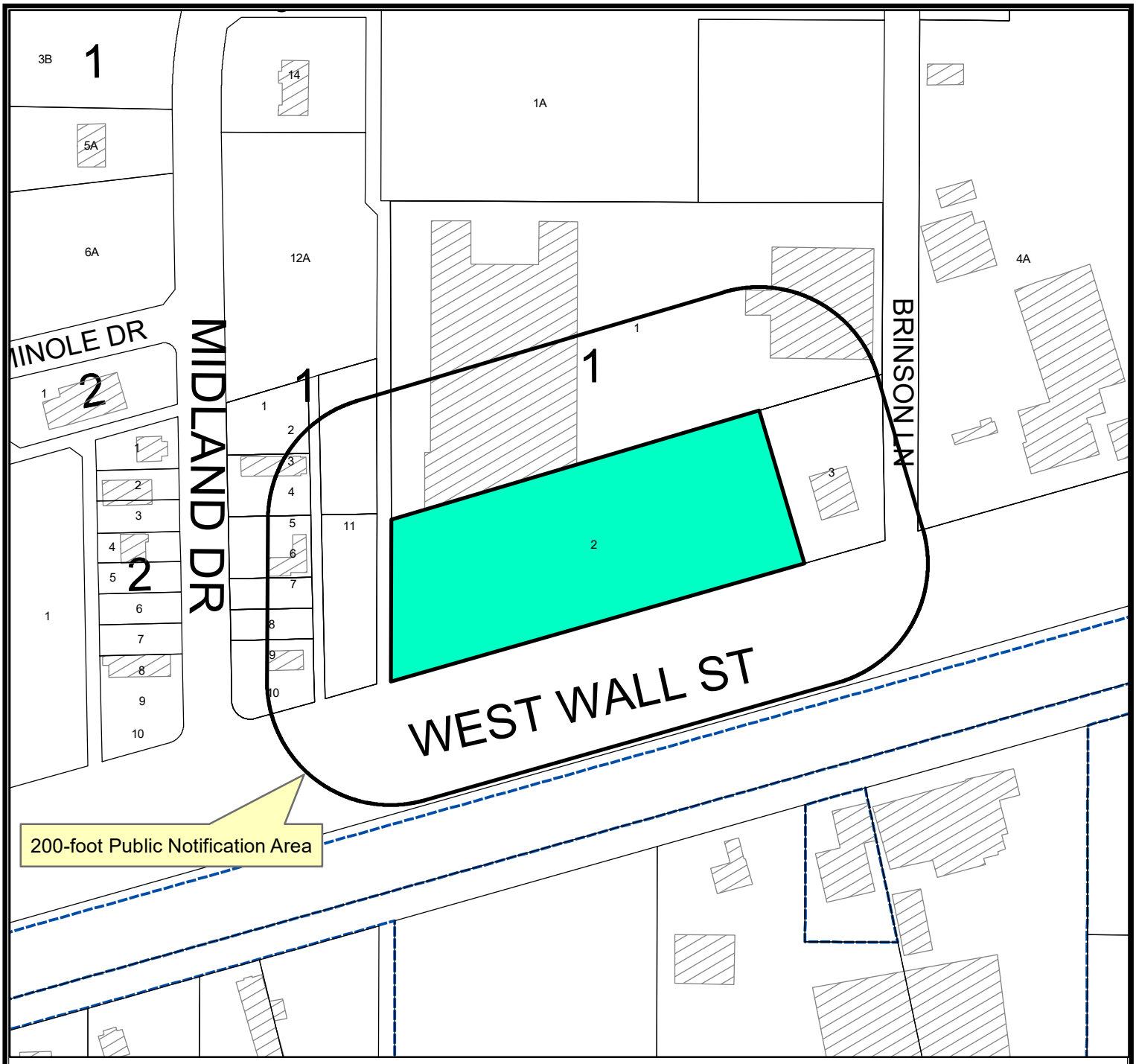
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Alcoholic Beverage Service Area Outlined in RED.

Total Area- 1,763 sf

Serviceable Area- 668 sf





Location Map

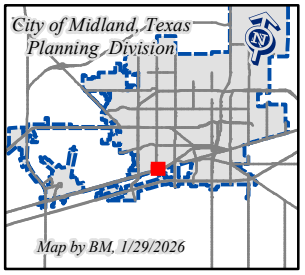
SUD-25-0216 **Scale: 1" = 231'**

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

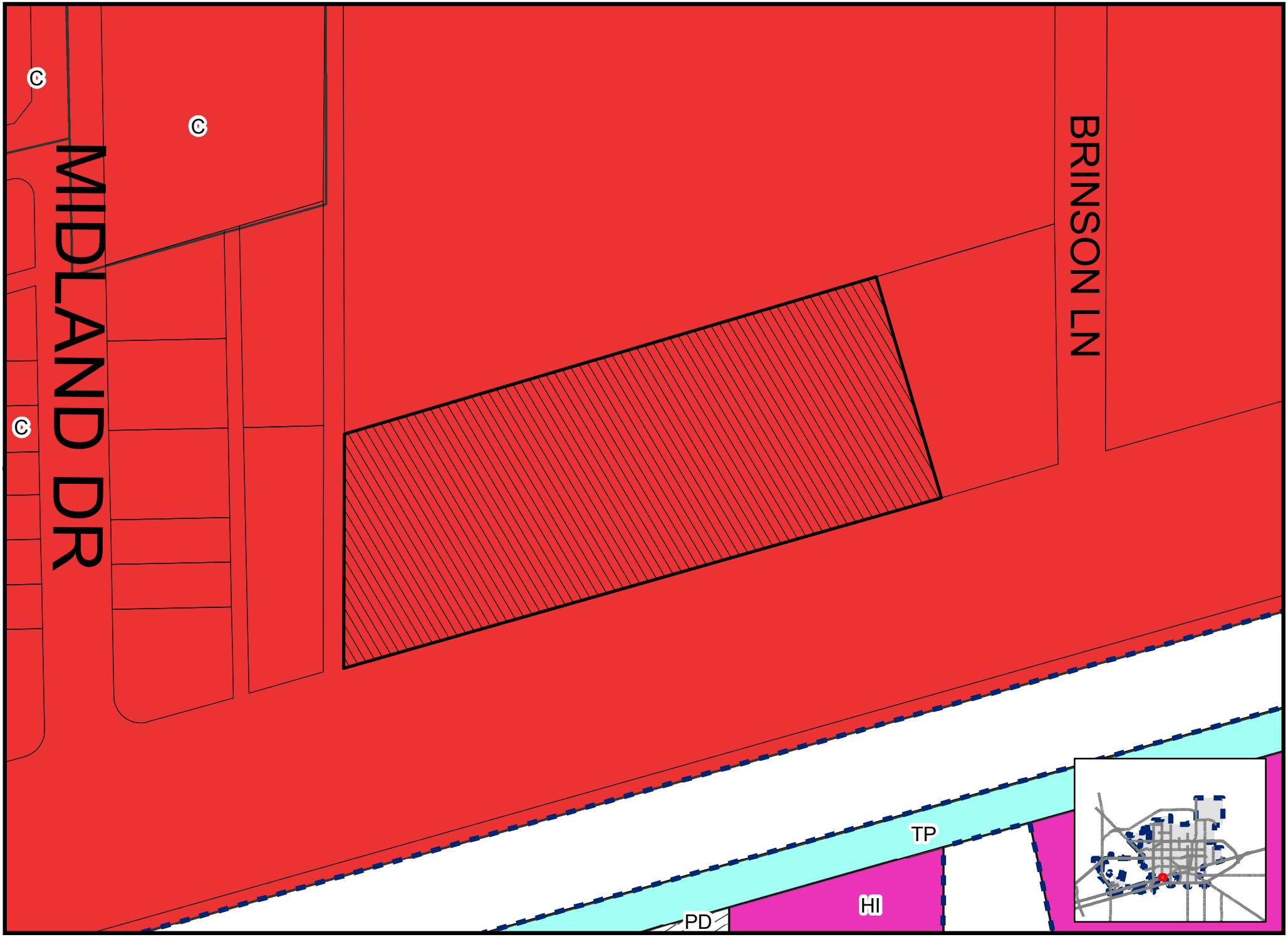
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



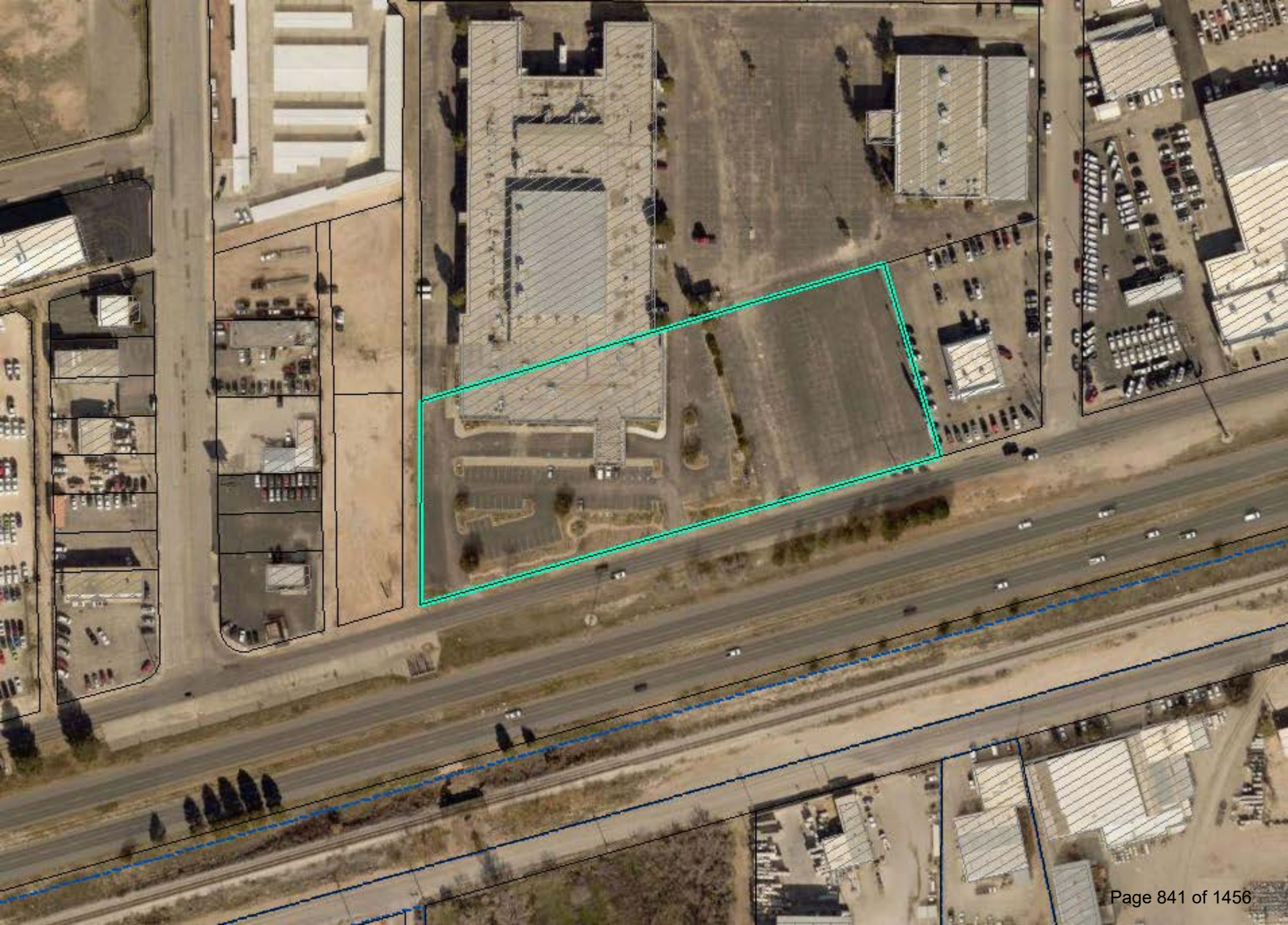
Map by BM, 1/30/2026

SUD-25-0216

Scale: 1" = 135'

ZONING MAP

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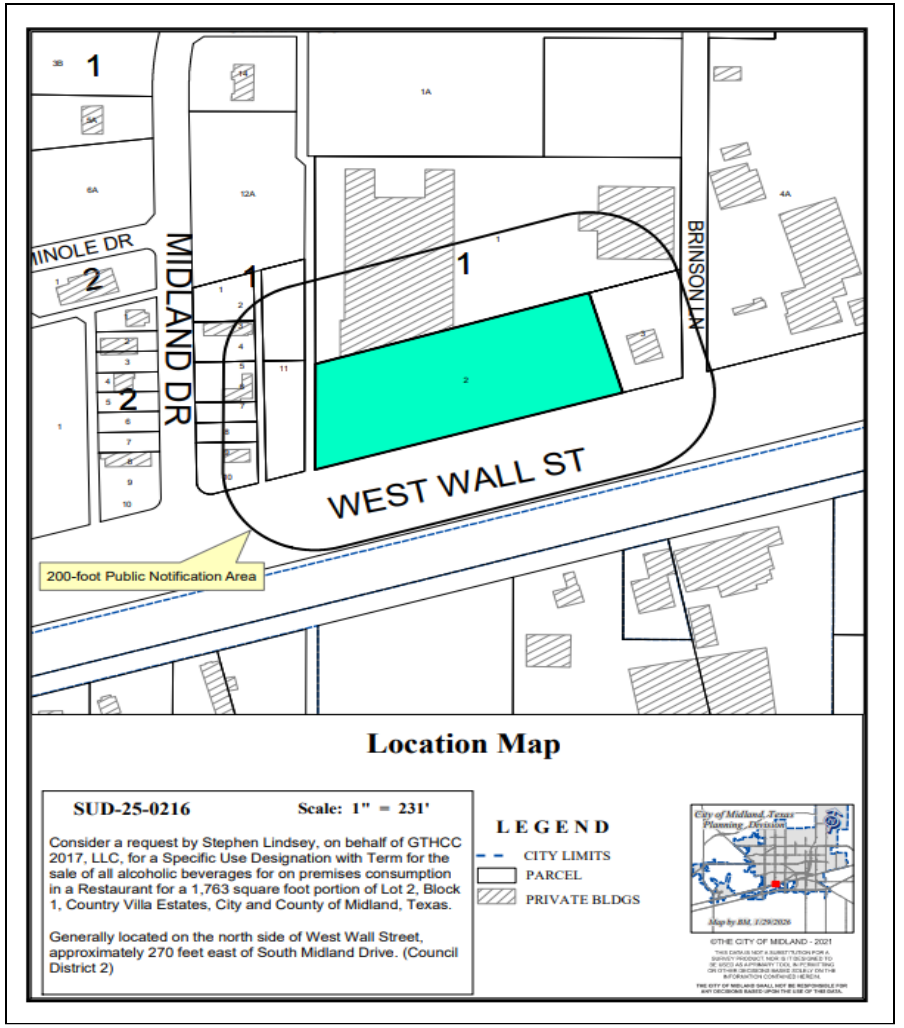





MIDLAND
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SPECIFIC USE DESIGNATION
GRAND TEXAN HOTEL
Visit Our Website
MIDLANDTEXAS.GOV

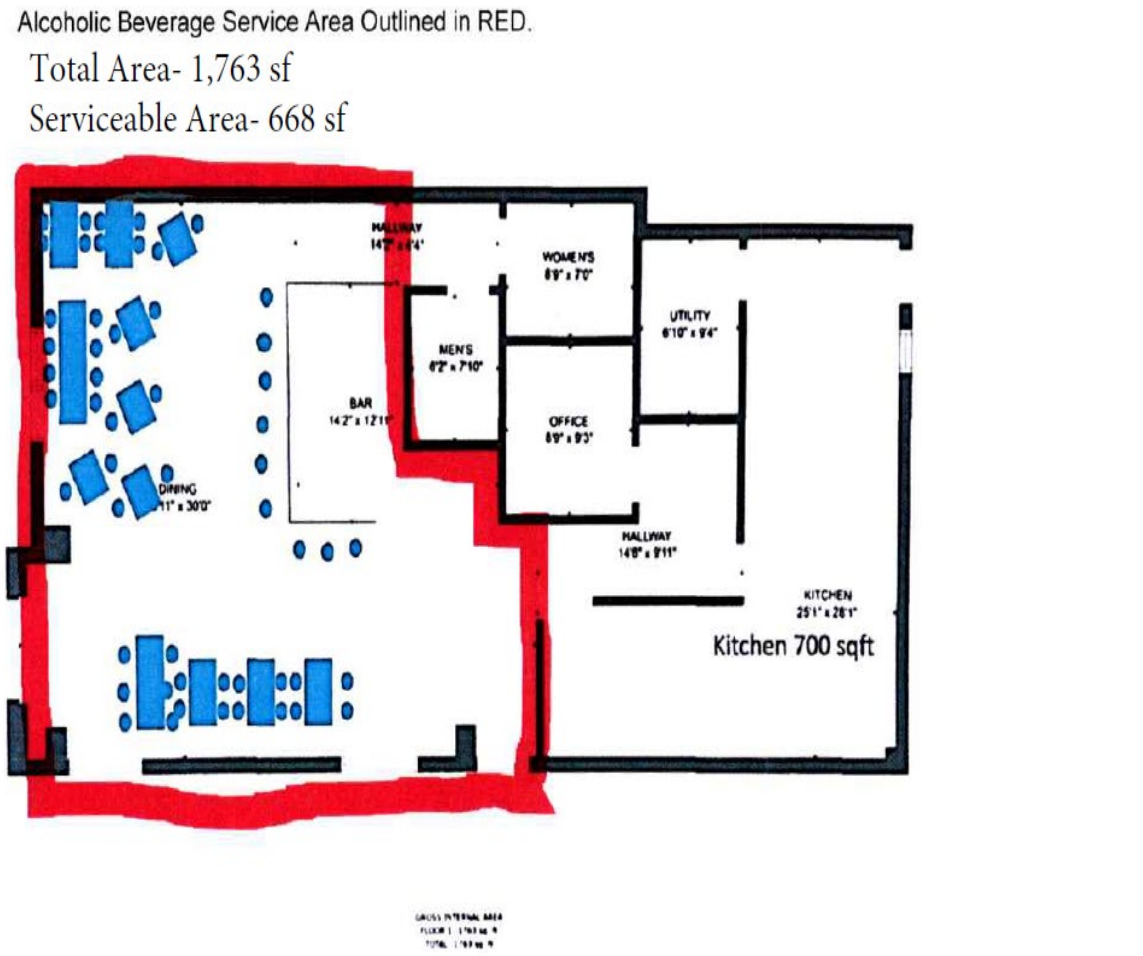
APPLICATION SUMMARY

- **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.



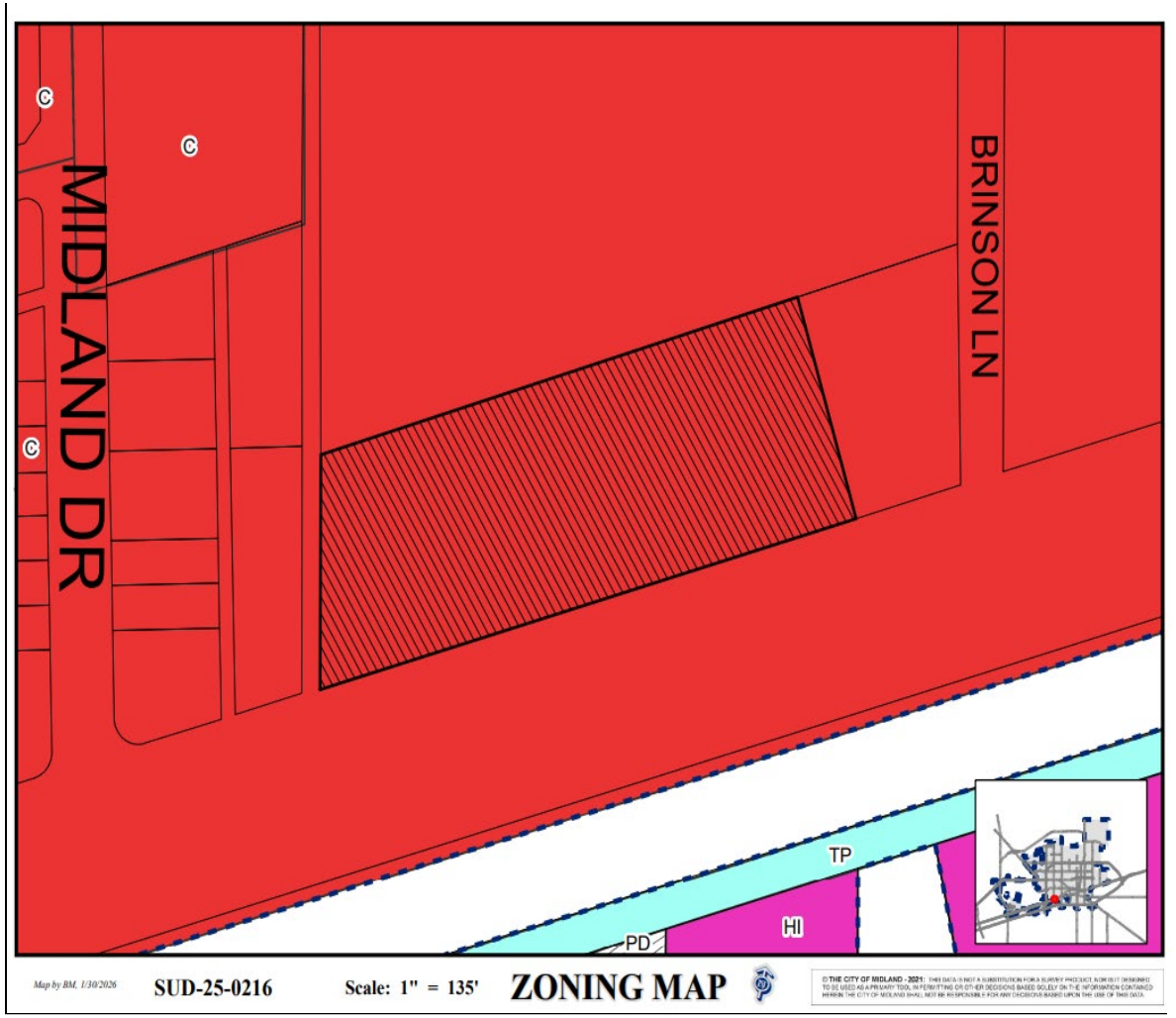
DETAILS OF REQUEST

- **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.



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.



4

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

MIDLAND
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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.

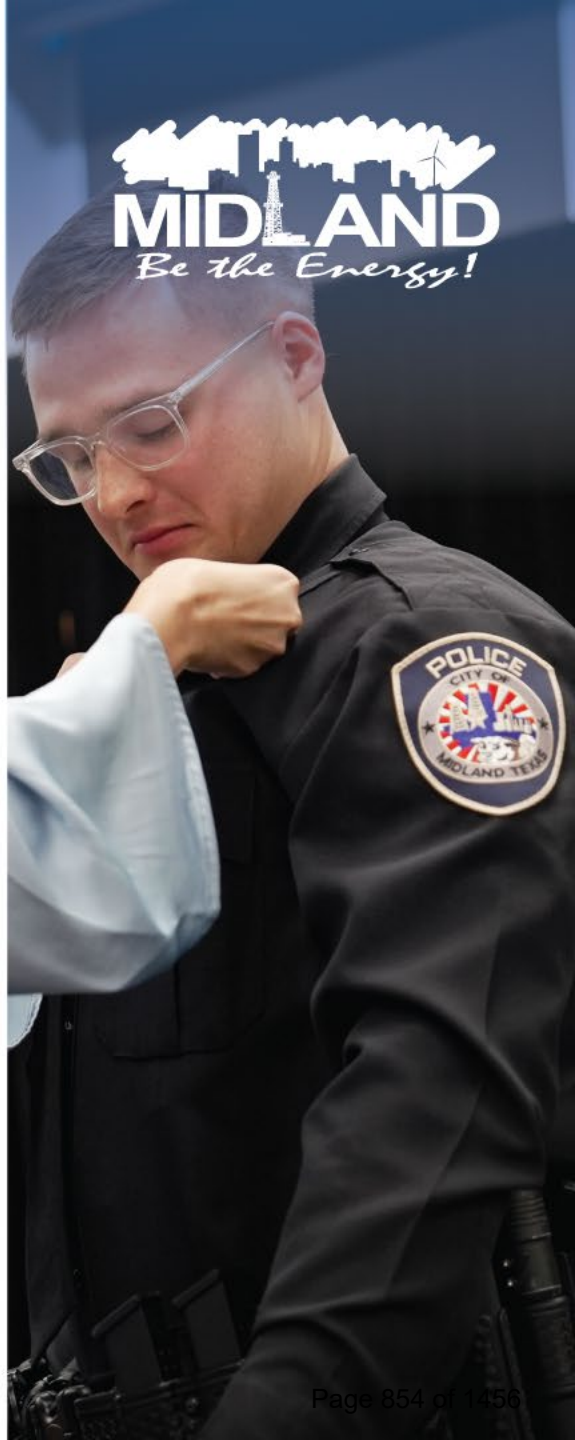
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



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

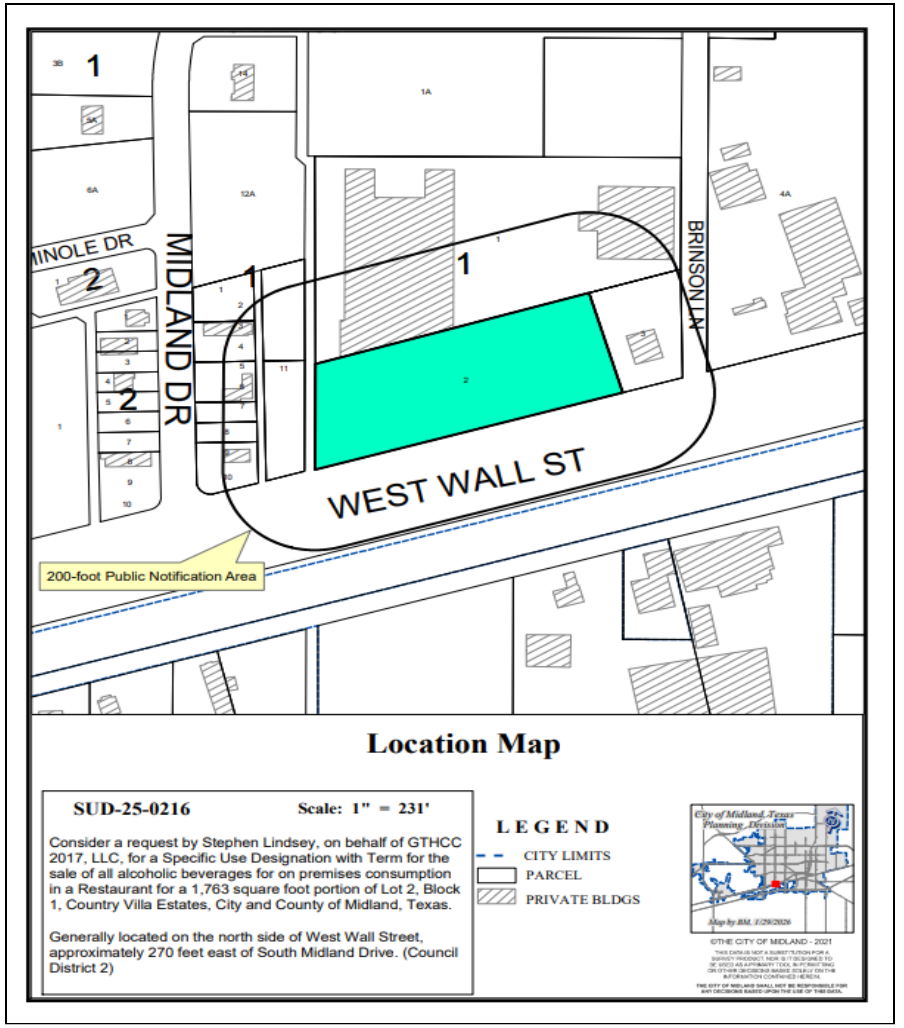
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.




MIDLAND
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ITEM
SPECIFIC USE DESIGNATION
GRAND TEXAN HOTEL
Visit Our Website
MIDLANDTEXAS.GOV

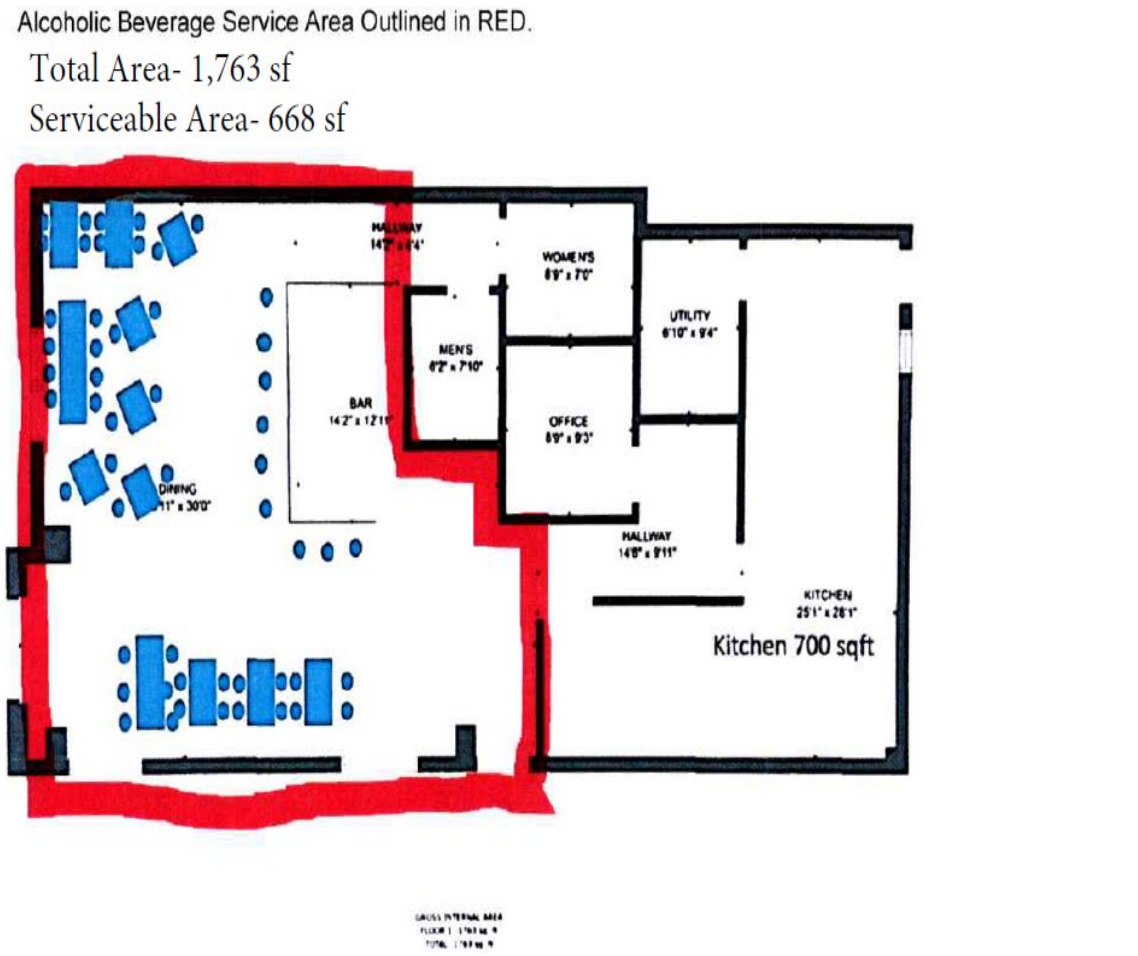
APPLICATION SUMMARY

- **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.



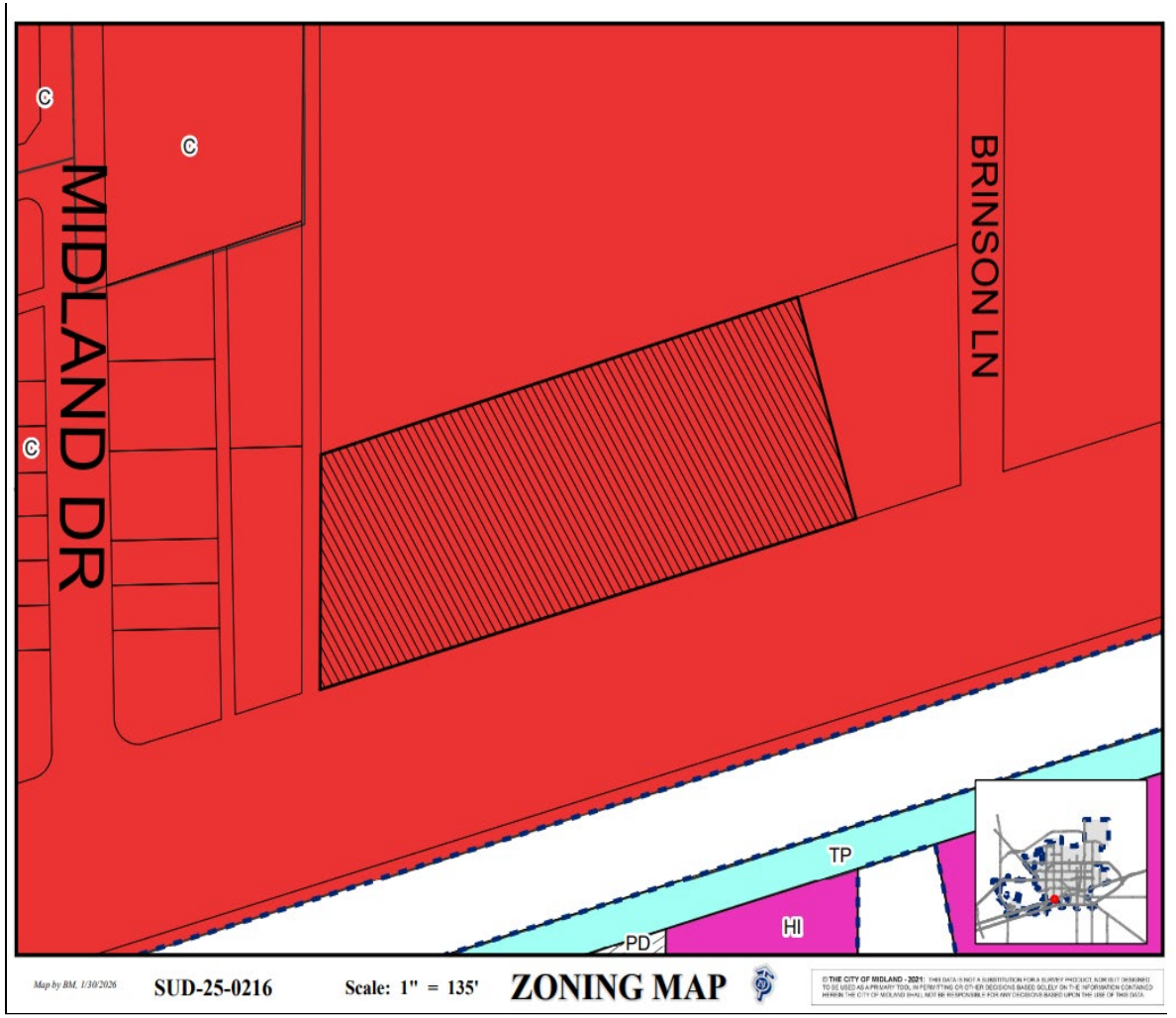
DETAILS OF REQUEST

- **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.



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.



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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

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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.

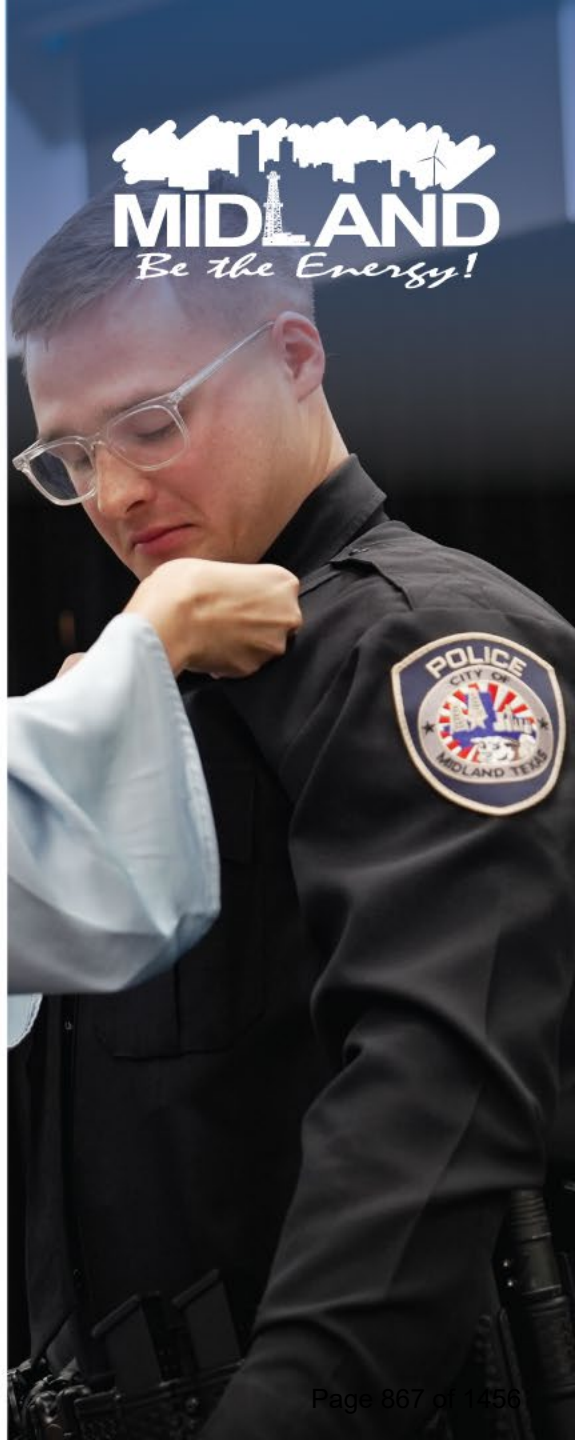
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



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: 23.
Meeting Date: February 24, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD FEBRUARY 10, 2026)

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

Kathy Rauda, City Secretary Created/Initiated - 2/10/2026

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

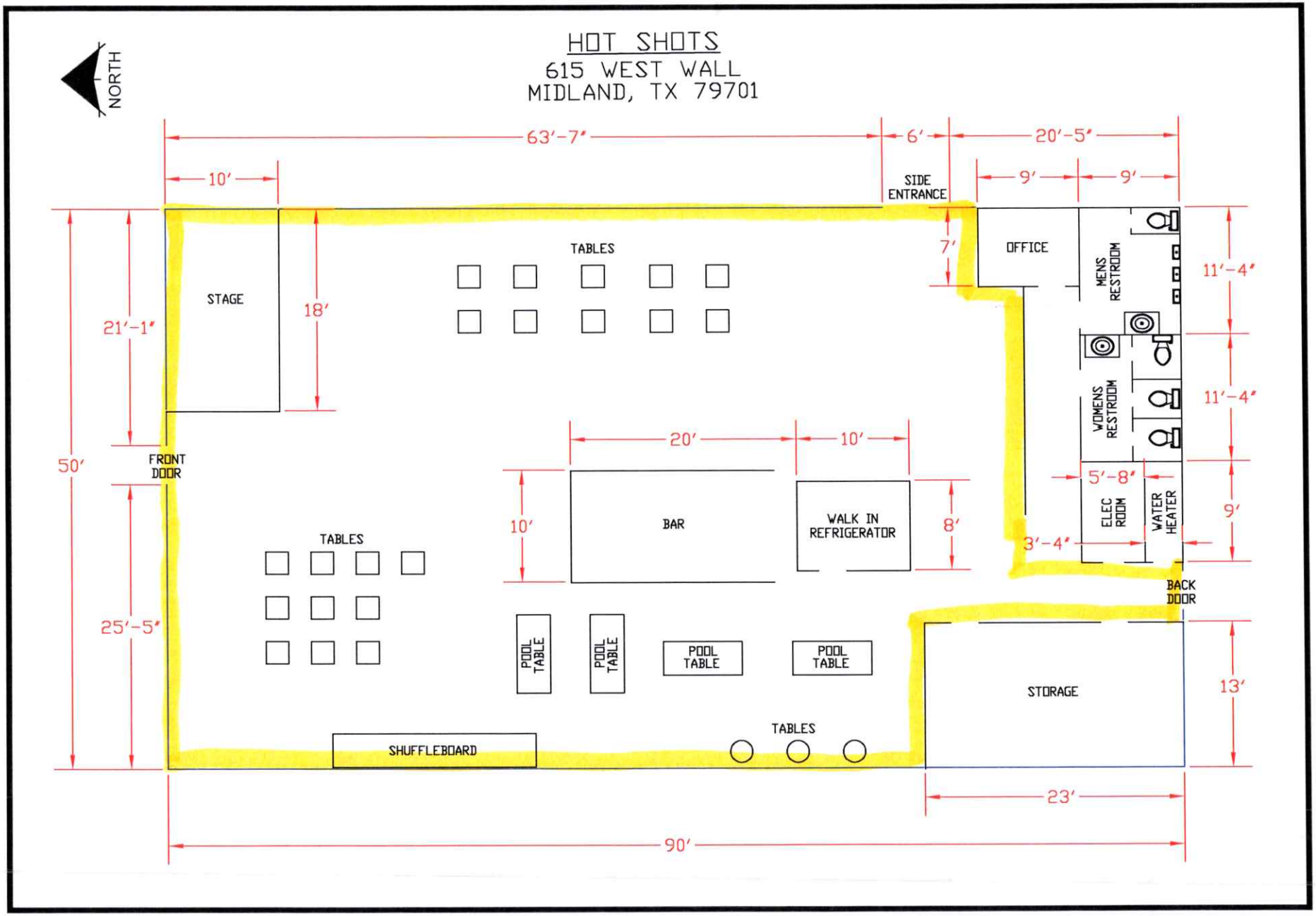
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

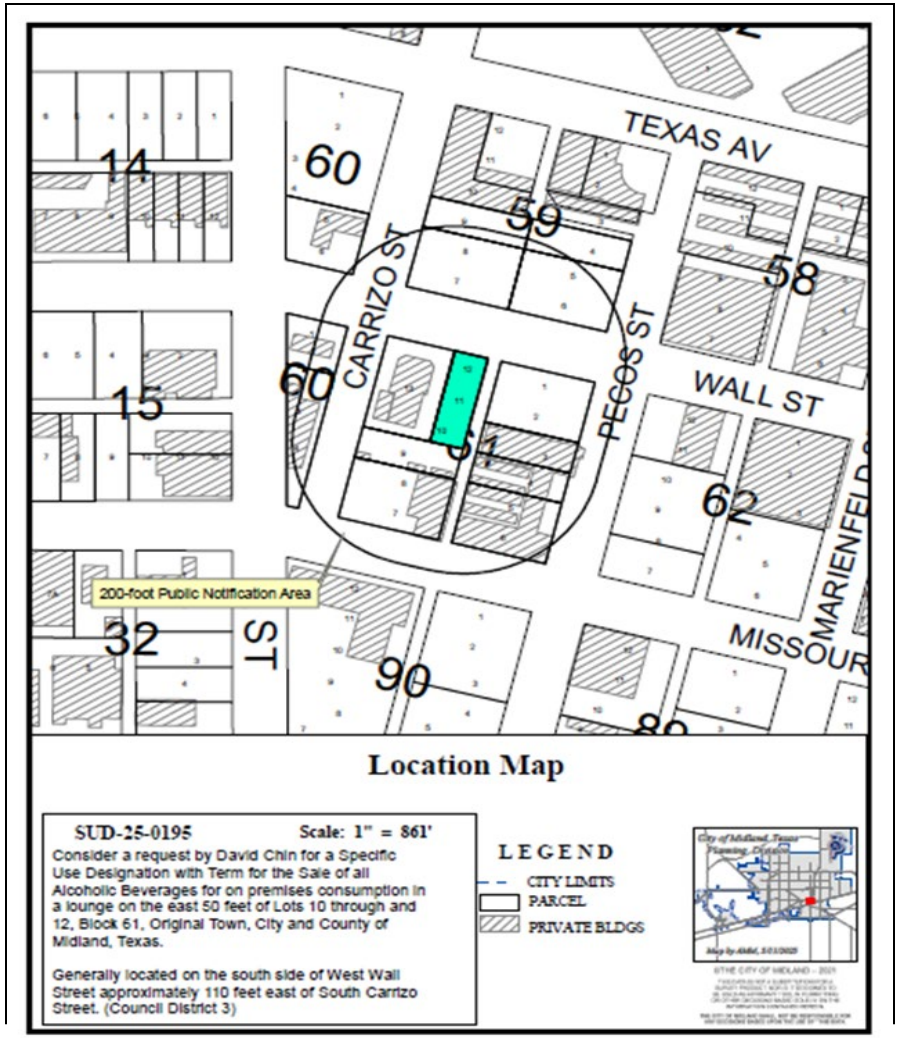
EXHIBIT A


HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701
NORTH
63'-7"
6'
20'-5"
10'
9'
9'
SIDE ENTRANCE
7'
OFFICE
MENS RESTROOM
WOMENS RESTROOM
11'-4"
11'-4"
9'
5'-8"
ELEC ROOM
WATER HEATER
3'-4"
BACK DOOR
TABLES
STAGE
18'
21'-1"
WALL STREET
PARKING LOT
50'
FRONT DOOR
20'
10'
10'
BAR
WALK IN REFRIGERATOR
8'
TABLES
25'-5"
POOL TABLE
POOL TABLE
POOL TABLE
POOL TABLE
STORAGE
13'
TABLES
SHUFFLEBOARD
23'
90'


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ITEM
SPECIFIC USE DESIGNATION
HOT SHOTS
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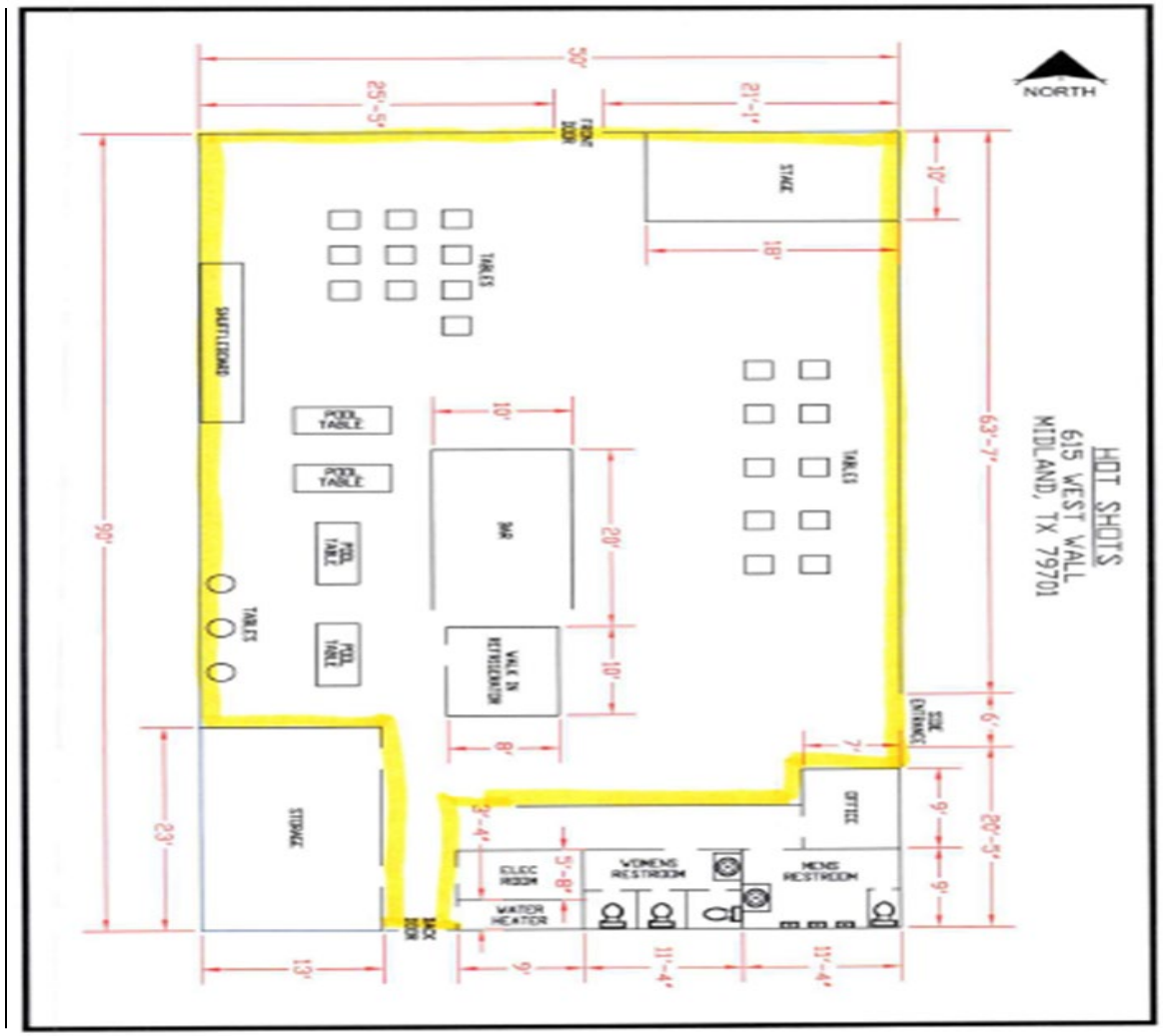
APPLICATION SUMMARY

- **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

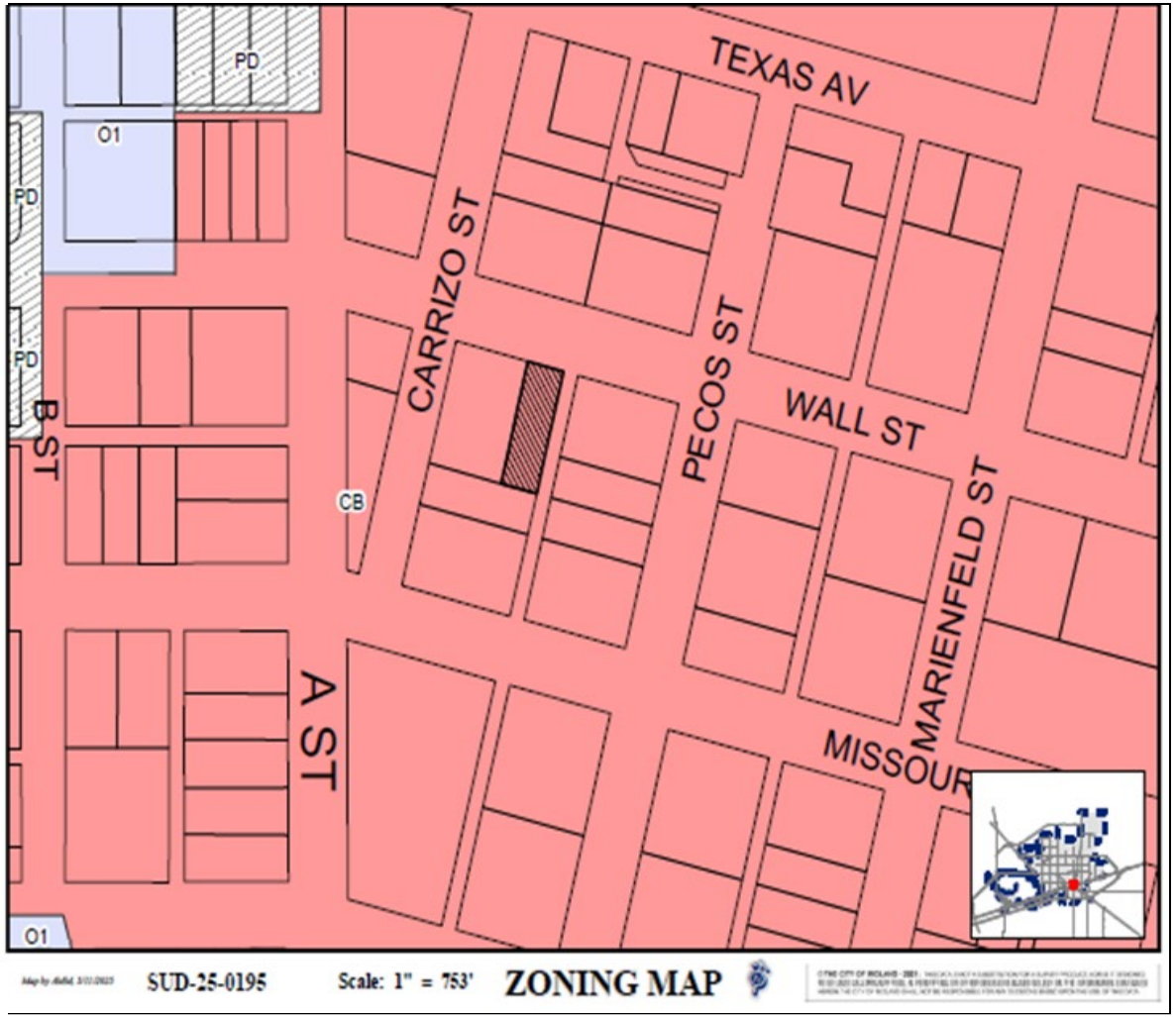
- For Existing Bar
- **Area of Business:** 4,200 SF
- **Serviceable Area:** 4,000 SF
- **Hours of Operation and Alcohol Sales:** Tuesday through Saturday from 6 p.m. to 2 a.m.
  - Proposed days and hours of alcohol sales and consumption match hours of operation



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ZONING

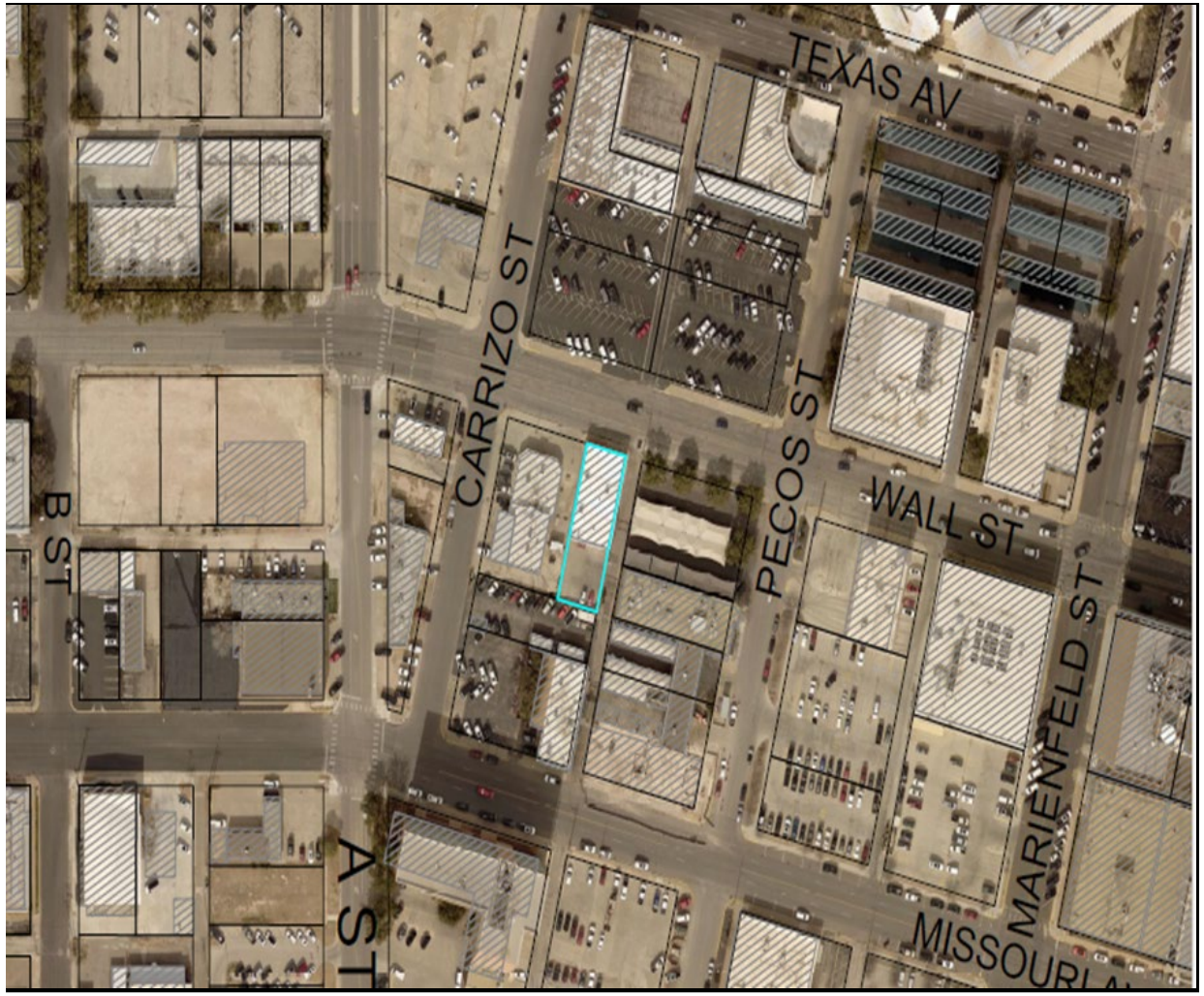
- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:**
  - **North, South , East and West:** CB, Central Business
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND Be the Energy!

LAND USE

- **Current Use:** A Lounge
- **Surrounding Uses:**
  - **North:** Commercial Building
  - **South:** The Bar
  - **East:** BTA Oil Building
  - **West:** Double Bar Saloon



MIDLAND
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On West Wall Street, Looking South

7

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



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.

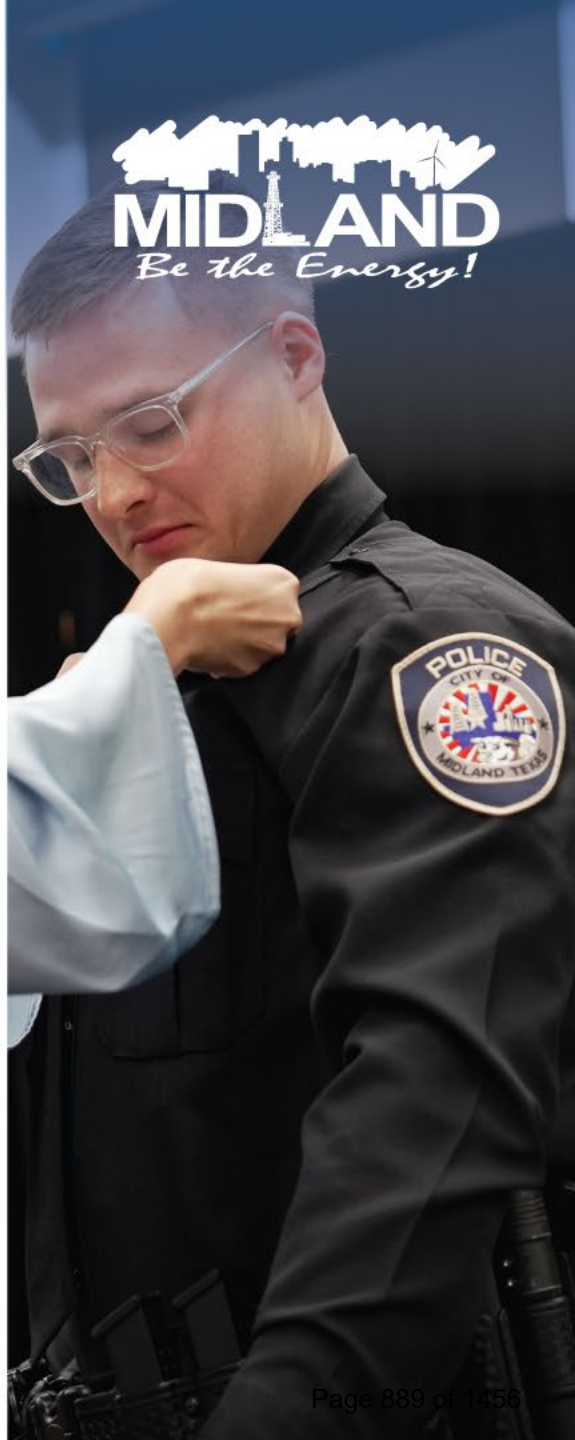
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



APPROVAL AND CONDITIONS

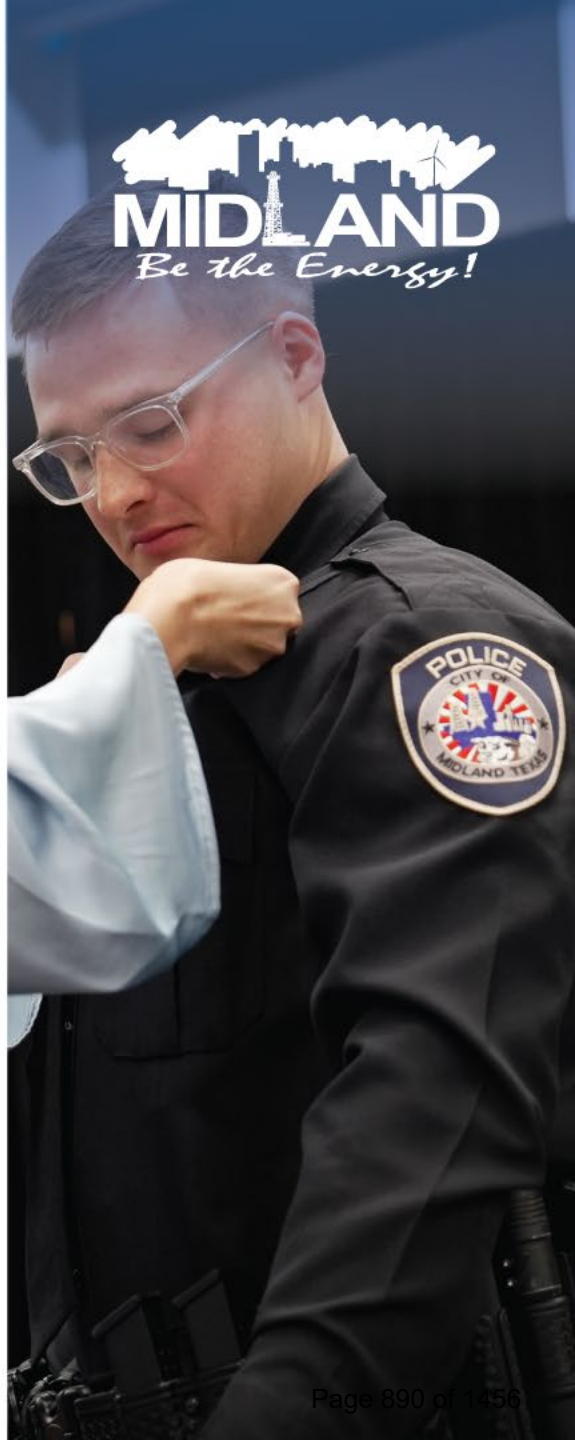
F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

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.



MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number: _____
Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: DAVID CHIN		Phone (432) 352-1980 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

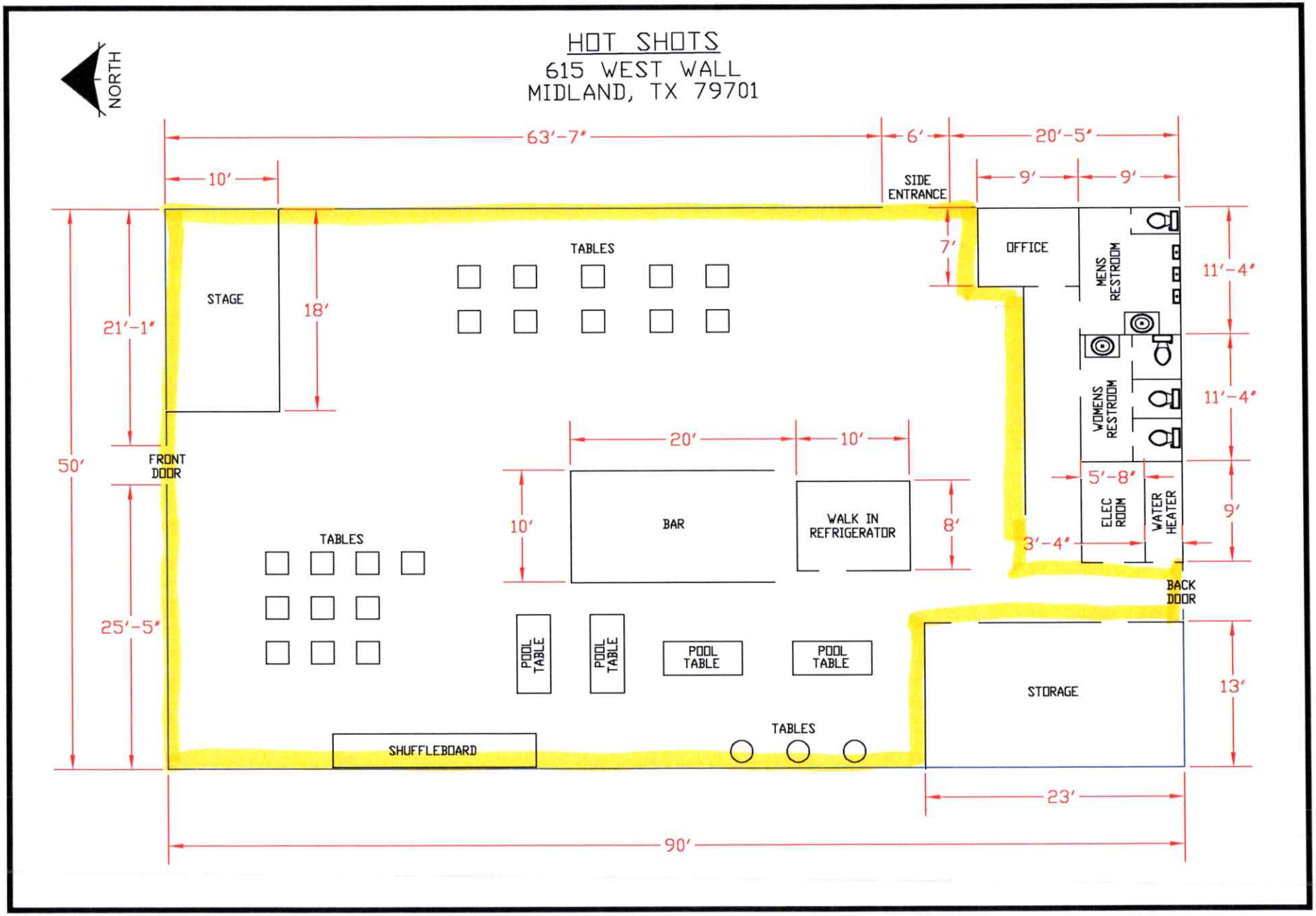
Total Square Footage of Business: 4,200

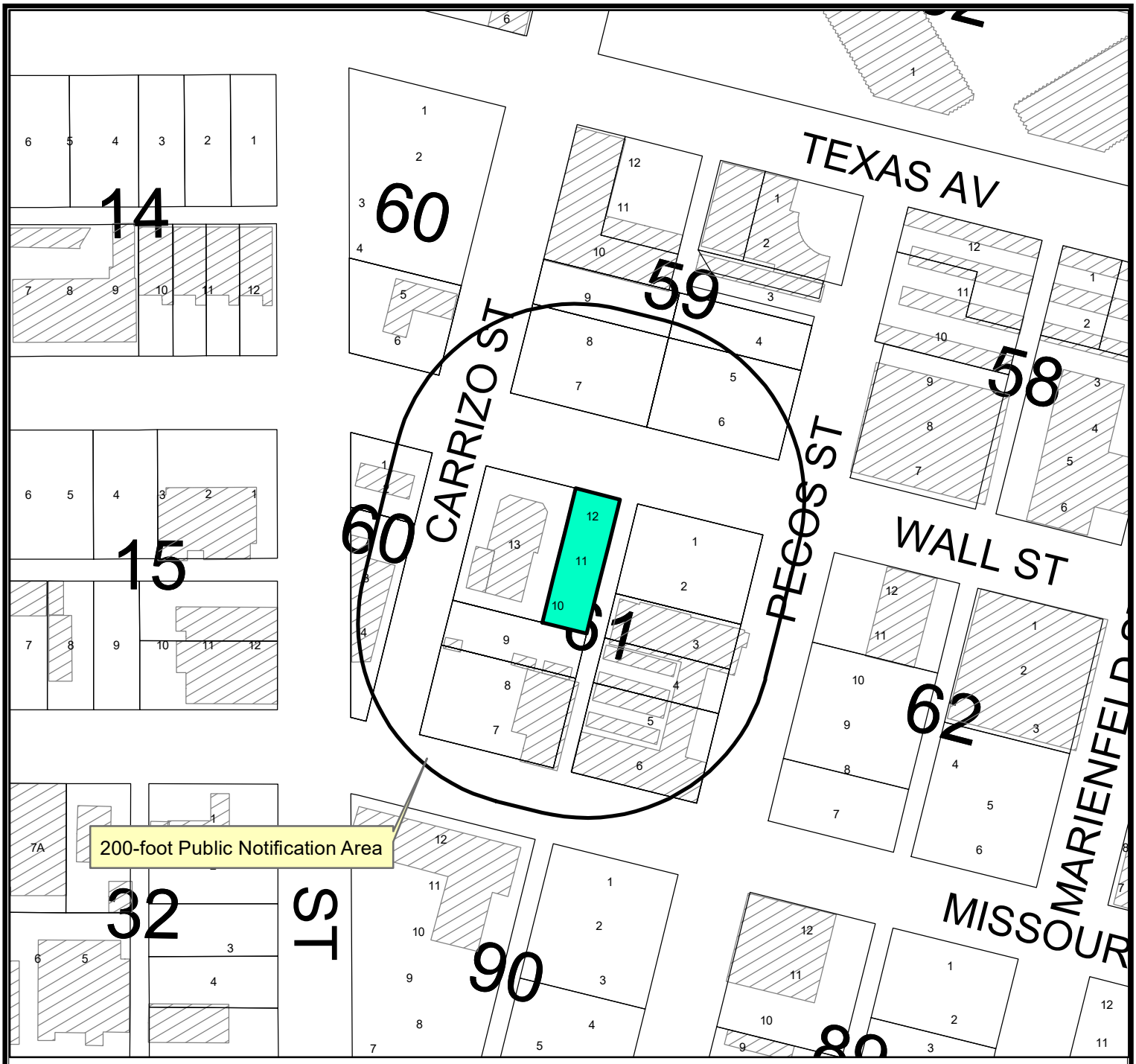
Square Footage of Alcohol Serviceable Area: 4,000
(Outline in red on floor plan)

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1/3	**Bathroom Sinks:** 1
Women	**Toilets:** 3	**Bathroom Sinks:** 1

****Application will not be considered for scheduling until reviewed by a planner.****

HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701





Location Map

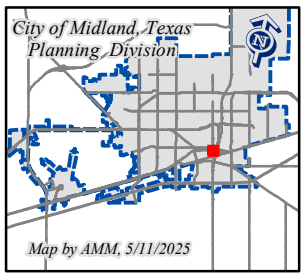
SUD-25-0195 **Scale: 1" = 861'**

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

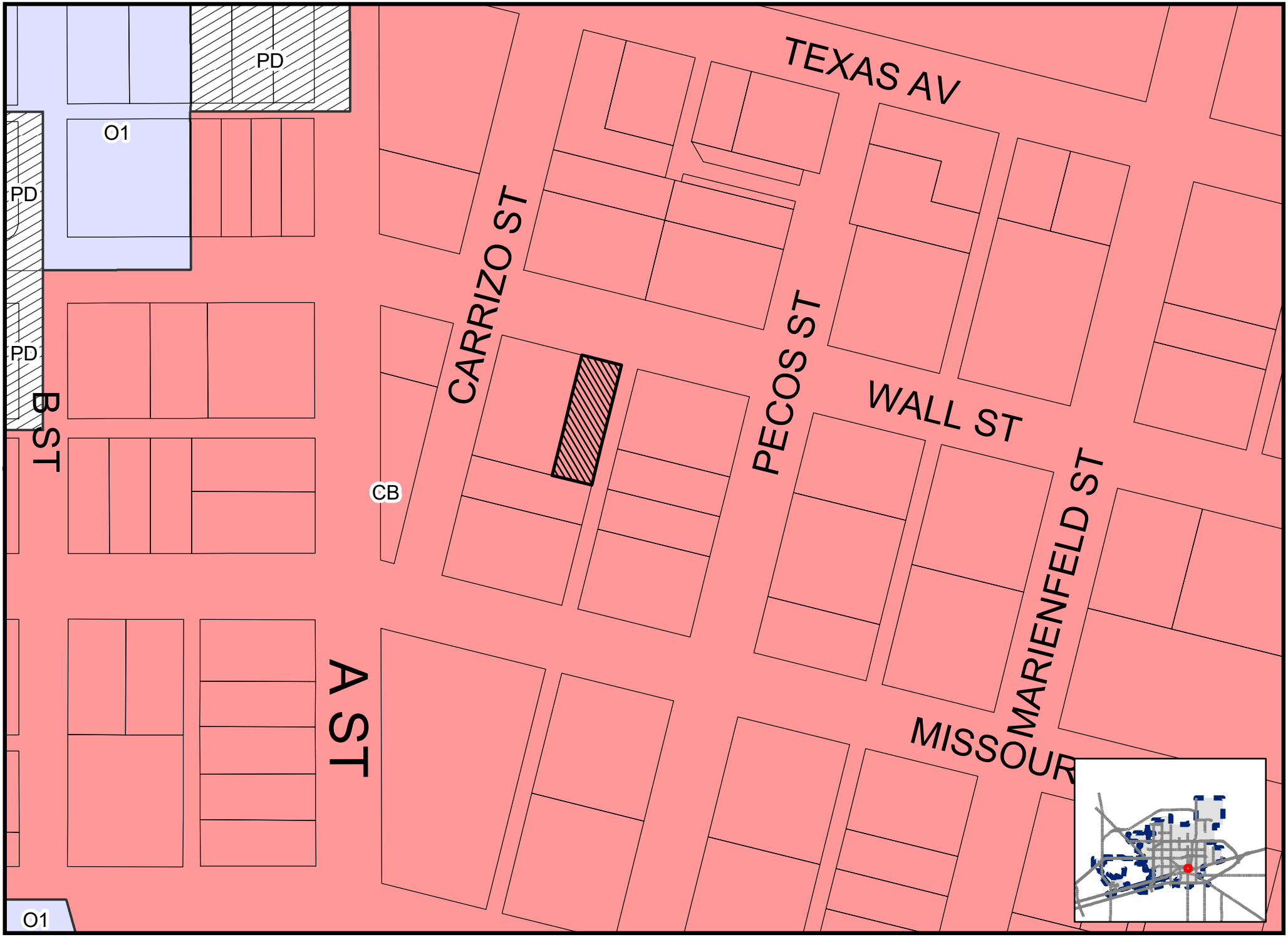
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by AMM, 5/11/2025

SUD-25-0195

Scale: 1" = 753'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THIS MAP.

TEXAS AV

CARRIZO ST

PECOS ST

WALL ST

MARIENFELD ST

MISSOURI AV

B ST

A ST


HOT SHOTS
POOL TOURN MENT TUES-SAT
KARAOKE TUES THRU SAT
EST BLISHED 1999

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-German, City Secretary

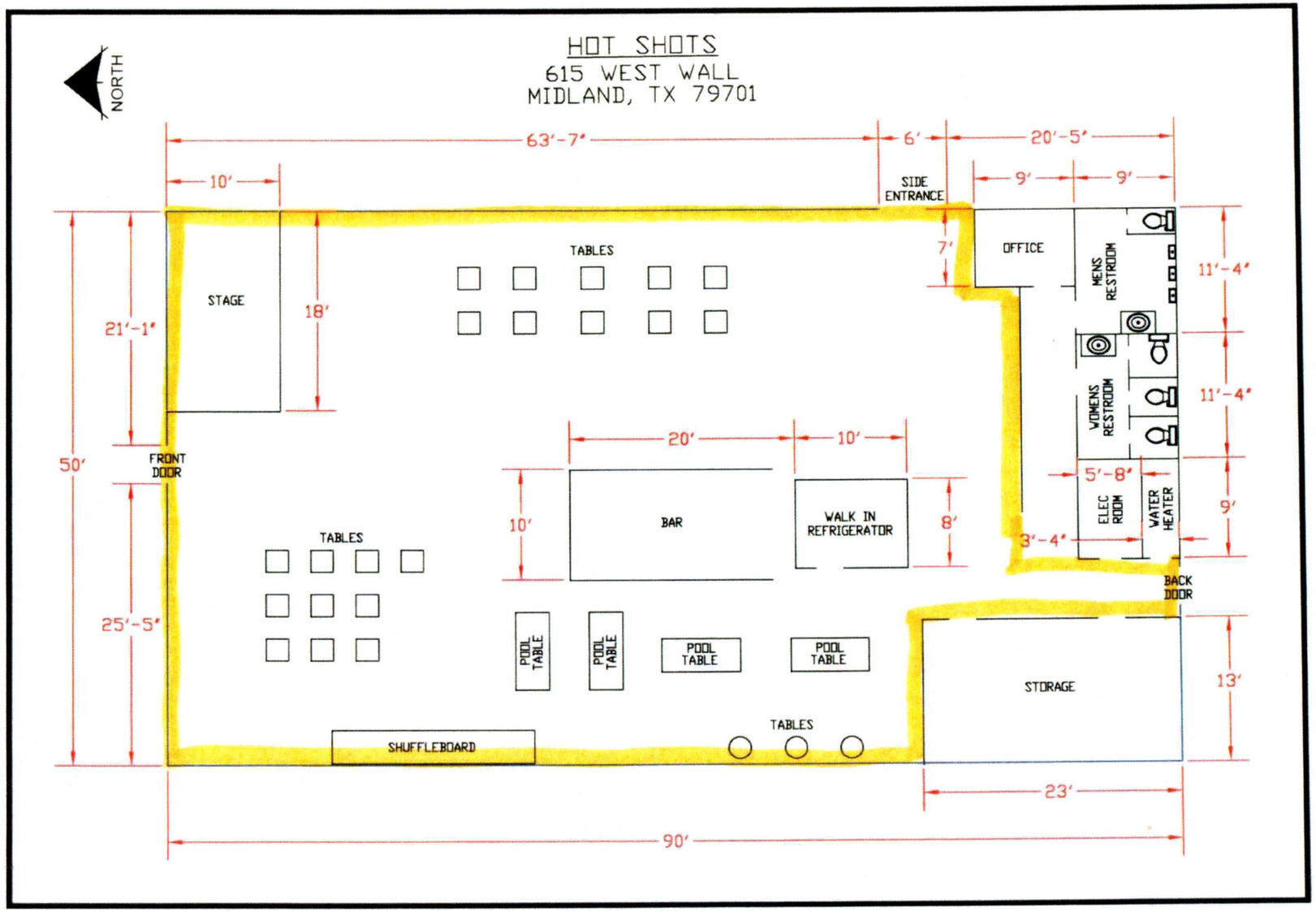
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

EXHIBIT A


HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701
NORTH
WALL STREET
PARKING LOT
63'-7"
6'
20'-5"
10'
9'
9'
SIDE ENTRANCE
7'
OFFICE
MENS RESTROOM
WOMENS RESTROOM
11'-4"
11'-4"
9'
5'-8"
ELEC ROOM
WATER HEATER
3'-4"
BACK DOOR
STAGE
21'-1"
18'
TABLES
50'
FRONT DOOR
20'
10'
10'
BAR
WALK IN REFRIGERATOR
8'
TABLES
25'-5"
POOL TABLE
POOL TABLE
POOL TABLE
POOL TABLE
STORAGE
13'
SHUFFLEBOARD
TABLES
23'
90'

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

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

Mario Williams Jr.

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.

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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.

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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.

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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:

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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:

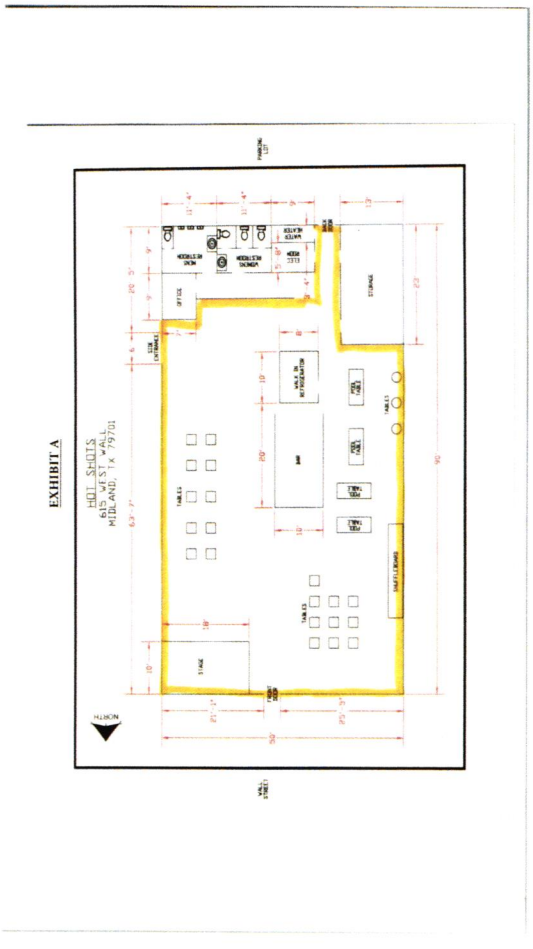
Marcia Bentley-Germain, City Secretary

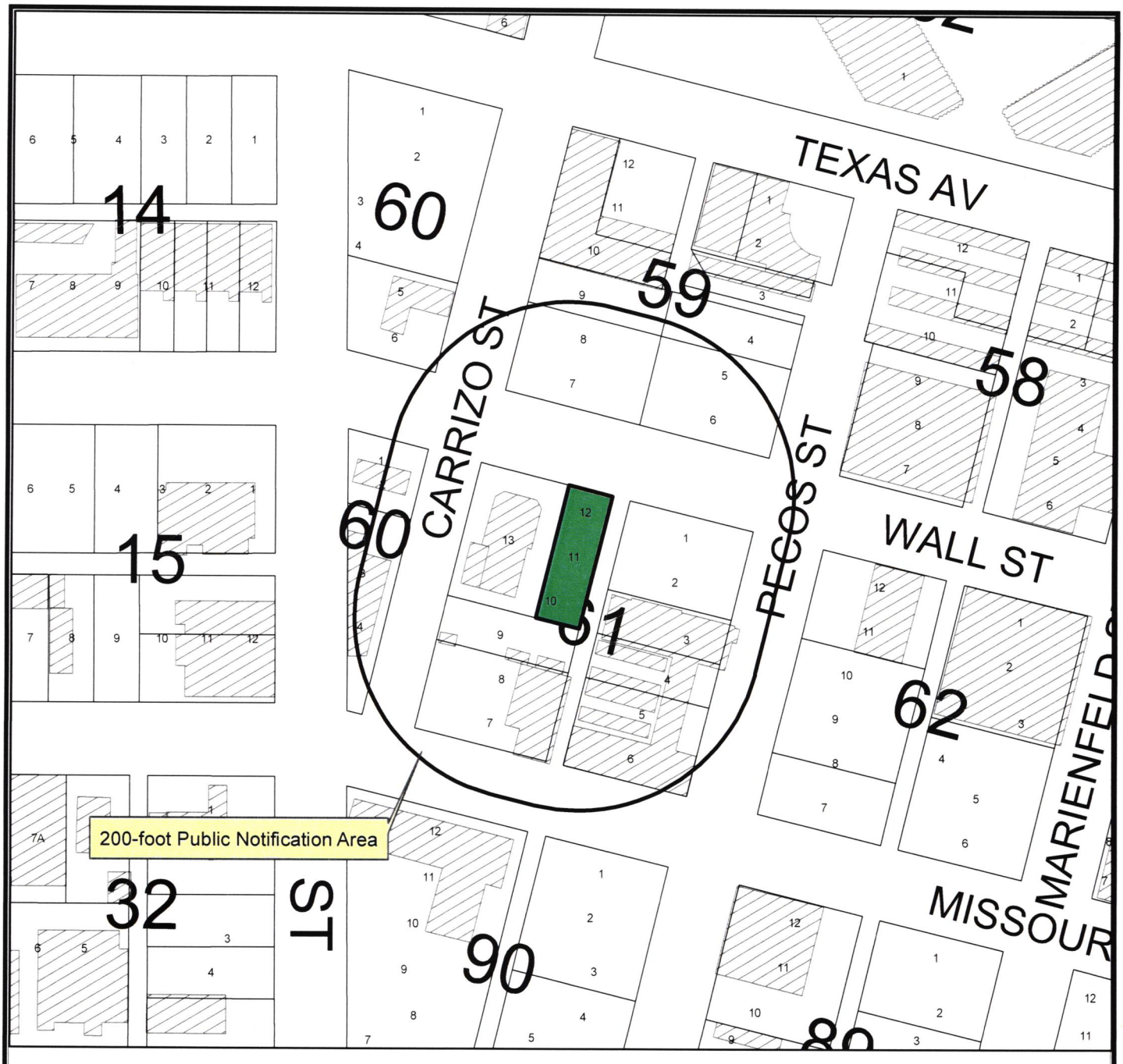
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney


EXHIBIT A
HOT SHOTS
615 W. 51ST WAY
MIDLAND, TX 79701



Location Map

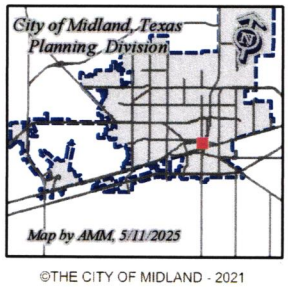
SUD-25-0195 **Scale: 1" = 861'**

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.

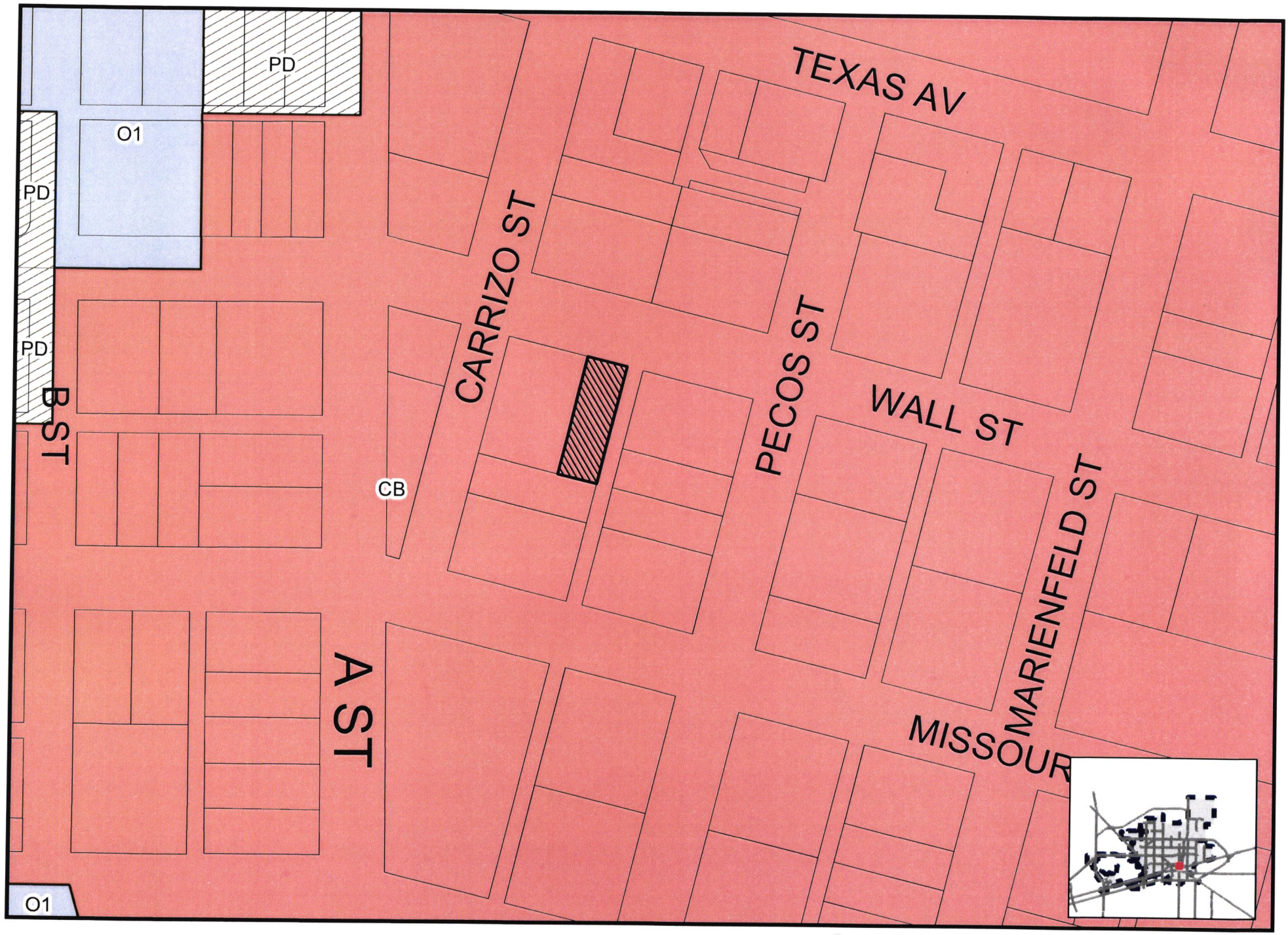
Generally located on the south side of West Wall Street approximately 110 feet east of South Carrizo Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map by AMM, 5/11/2025

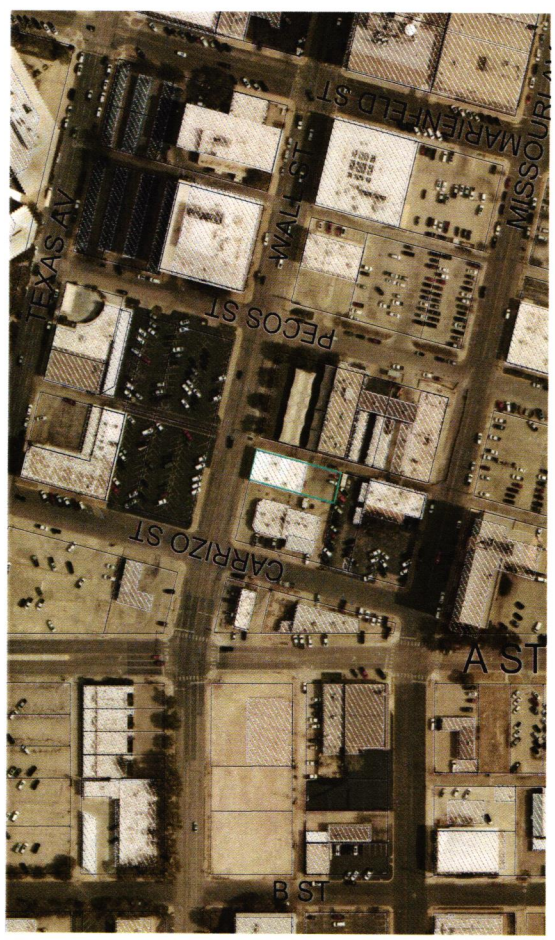
SUD-25-0195

Scale: 1" = 753'

ZONING MAP

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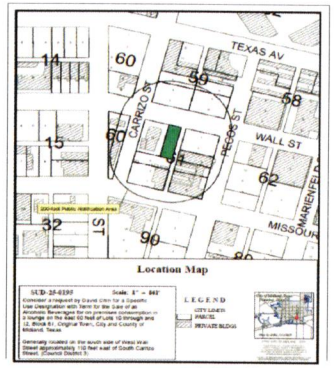



MARIENFELD ST
MISSOURI AV
TEXAS AV
PECOS ST
CARRIZO ST
A ST
B ST


MIDLAND
Be the Energy!
SPECIFIC USE DESIGNATION
HOT SHOTS
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

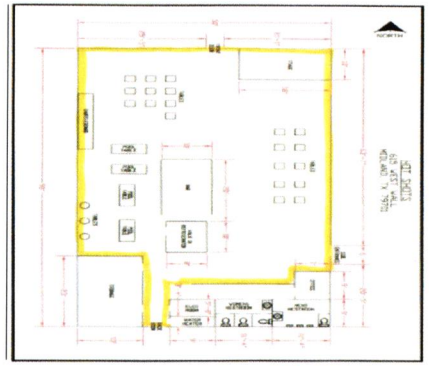
- **Property owner & applicant:** David Chin
- **Zone Change Request:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Current Use:** A Lounge (Hot Shots)
- **Address:** 615 West Wall Street (District 3)



2

DETAILS OF REQUEST

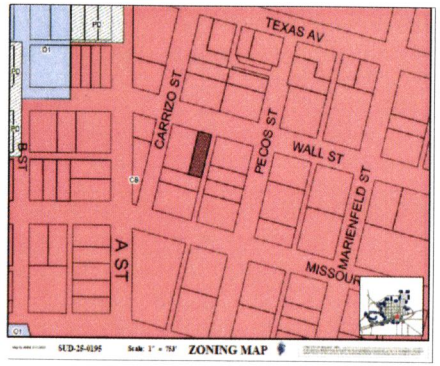
- For Existing Bar
- **Area of Business:** 4,200 SF
- **Serviceable Area:** 4,000 SF
- **Hours of Operation and Alcohol Sales:** Tuesday through Saturday from 6 p.m. to 1:45 a.m.
  - Proposed days and hours of alcohol sales and consumption match hours of operation



MIDLAND
Be the Energy!

ZONING

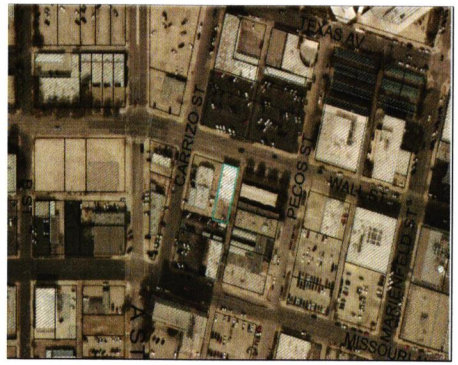
- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:**
  - **North, South , East and West:** CB, Central Business
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** A Lounge
- **Surrounding Uses:**
  - **North:** Commercial Building
  - **South:** The Bar
  - **East:** BTA Oil Building
  - **West:** Double Bar Saloon



MIDLAND
Be the Energy!

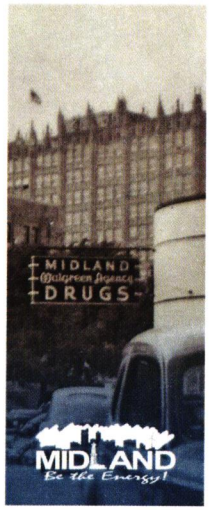


On West Wall Street, Looking South

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

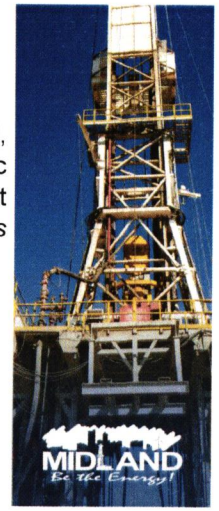
This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."



9

PROHIBITED PLACES OF BUSINESS

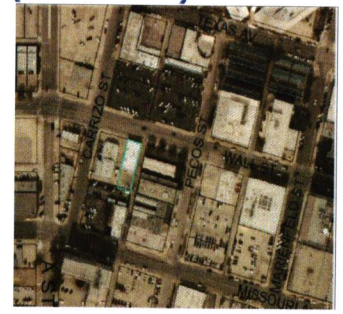
There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business*.



10

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



MIDLAND
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KEY CONSIDERATIONS FOR SUDS

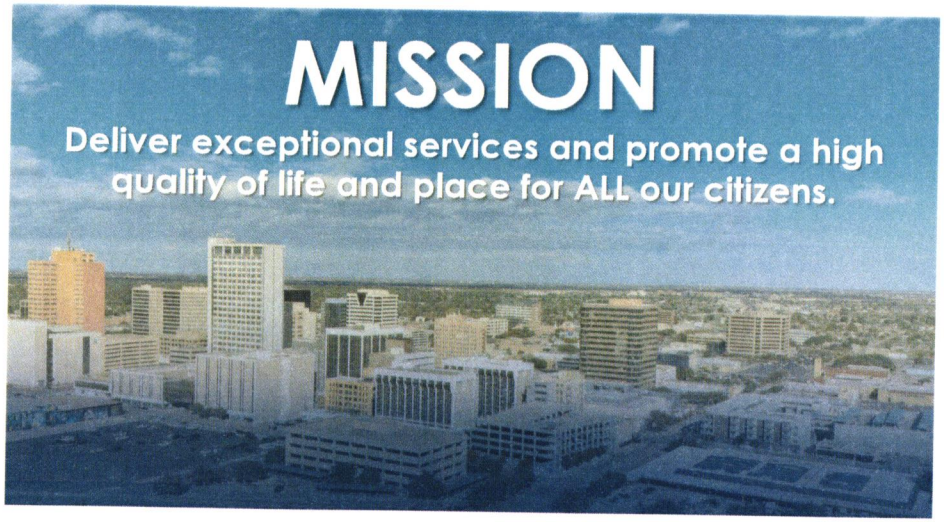
- To protect public safety and surrounding properties, City council may evaluate:
  - Pedestrian and traffic safety
  - Access and circulation
  - Drainage and fire protection
  - Adequate parking and loading
  - Noise, lighting and visual impacts
  - Building height and compatibility with surroundings
- 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.


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

RECEIVED

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.

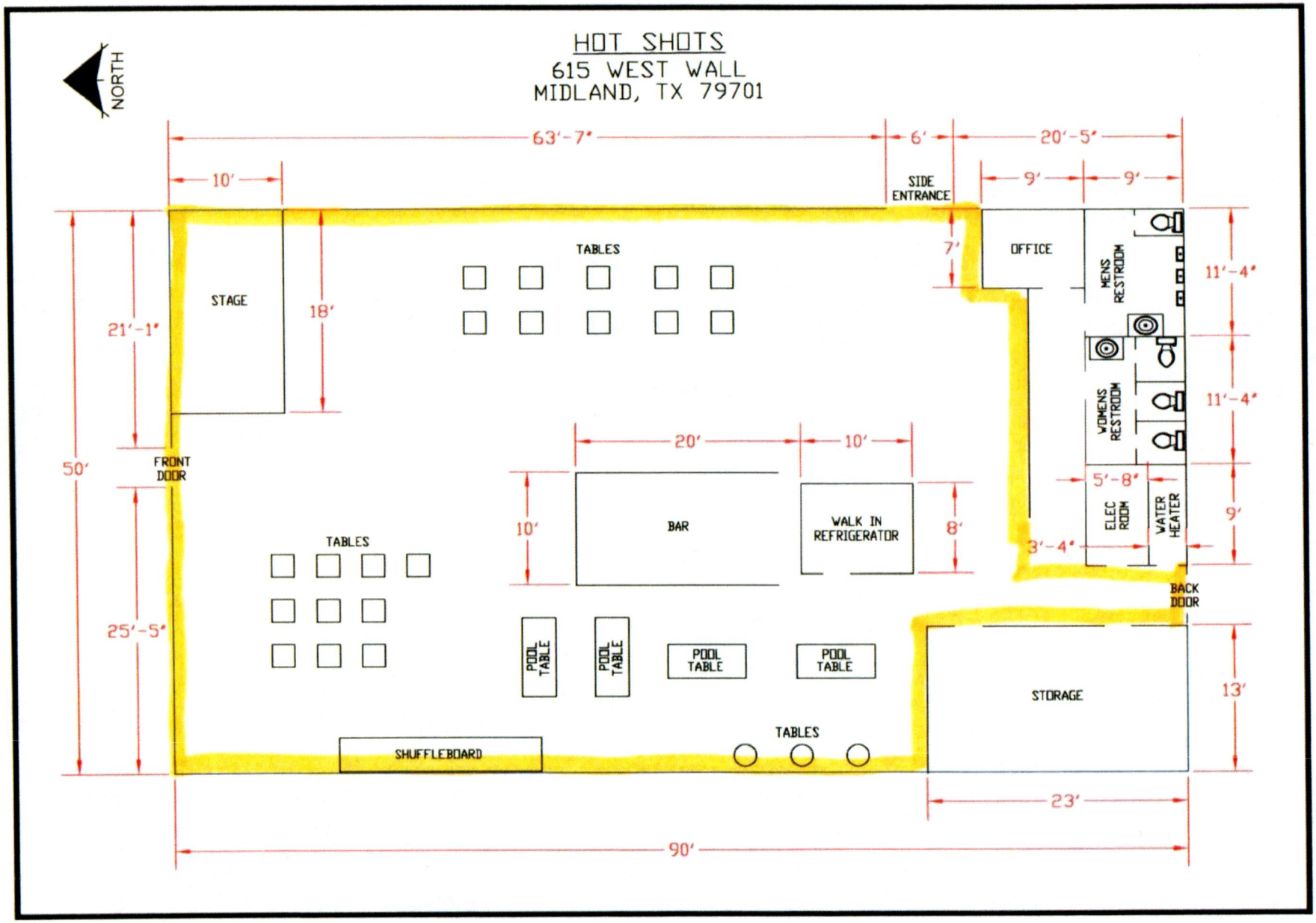
Attachments:

Application
Floor Plan (Exhibit A)

Maps
Objection Letter
PowerPoint

City Manager's Office

EXHIBIT A


HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701
NORTH
WALL STREET
PARKING LOT
63'-7"
6'
20'-5"
10'
9'
9'
SIDE ENTRANCE
7'
OFFICE
MENS RESTROOM
WOMENS RESTROOM
11'-4"
11'-4"
STAGE
21'-1"
18'
TABLES
50'
FRONT DOOR
20'
10'
BAR
WALK IN REFRIGERATOR
10'
8'
5'-8"
ELEC ROOM
WATER HEATER
9'
3'-4"
BACK DOOR
TABLES
25'-5"
POOL TABLE
POOL TABLE
POOL TABLE
POOL TABLE
STORAGE
13'
TABLES
SHUFFLEBOARD
23'
90'

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: DAVID CHIN		Phone (432) 352-7986 Email MANIX7828@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):	Date: 3/5/25
Applicant (printed): DAVID CHIN	
Property Owner (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.

Subscribed and sworn to before me, this 6th day of March, 2025, to certify which witness my hand and seal of office.

CIARA GRAHAM
Notary ID #135088820
My Commission Expires
September 13, 2028

Ciara Graham
Notary Public

FOR OFFICE USE ONLY

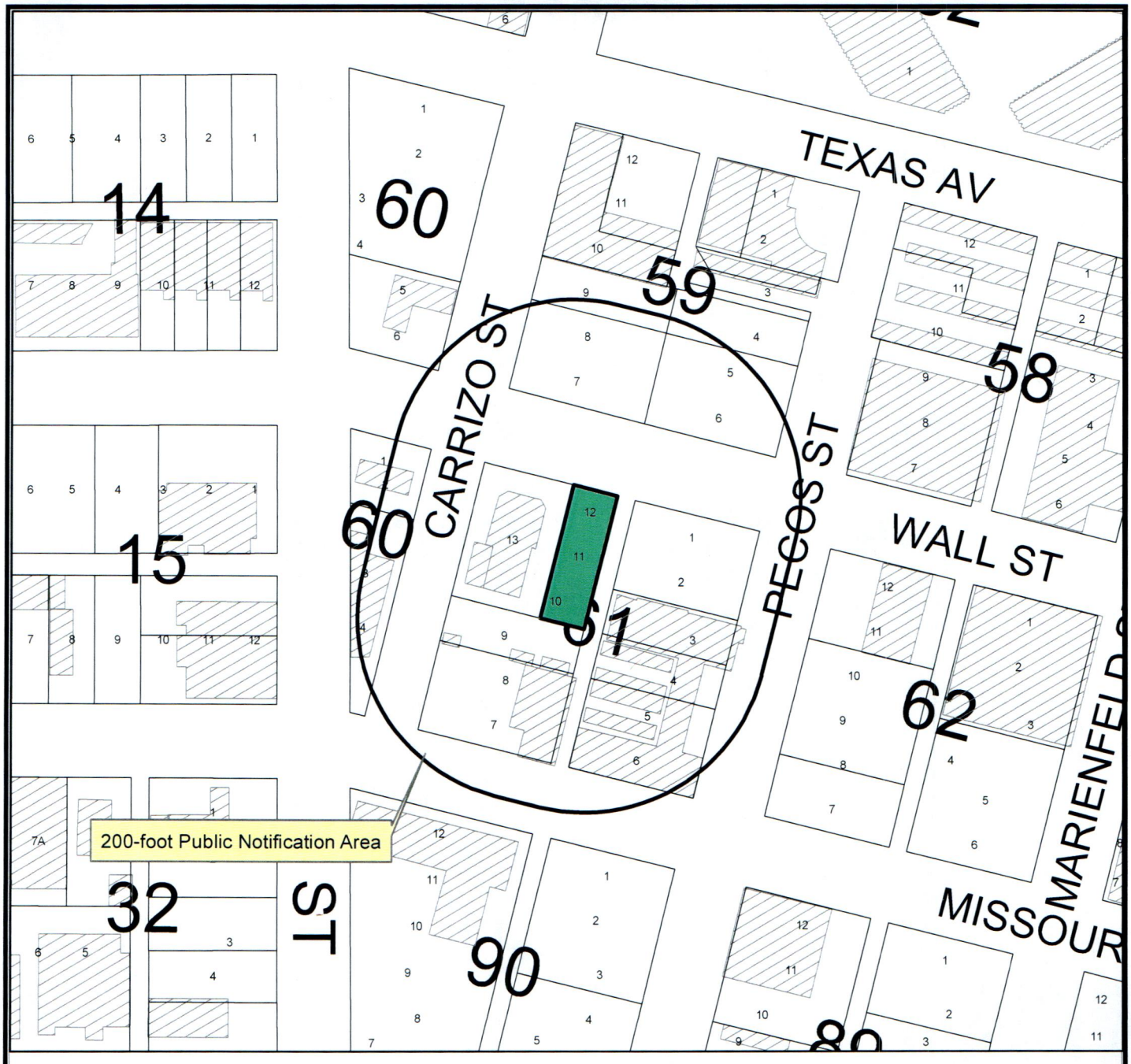
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 8975	☐ Plans in Digital Format (PDF/JPEG)

RECEIVED MAR 10 2025

Received By: _____ Date: _____

Initial _____

****Application will not be considered for scheduling until reviewed by a planner.**



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)

PACKET 13.13

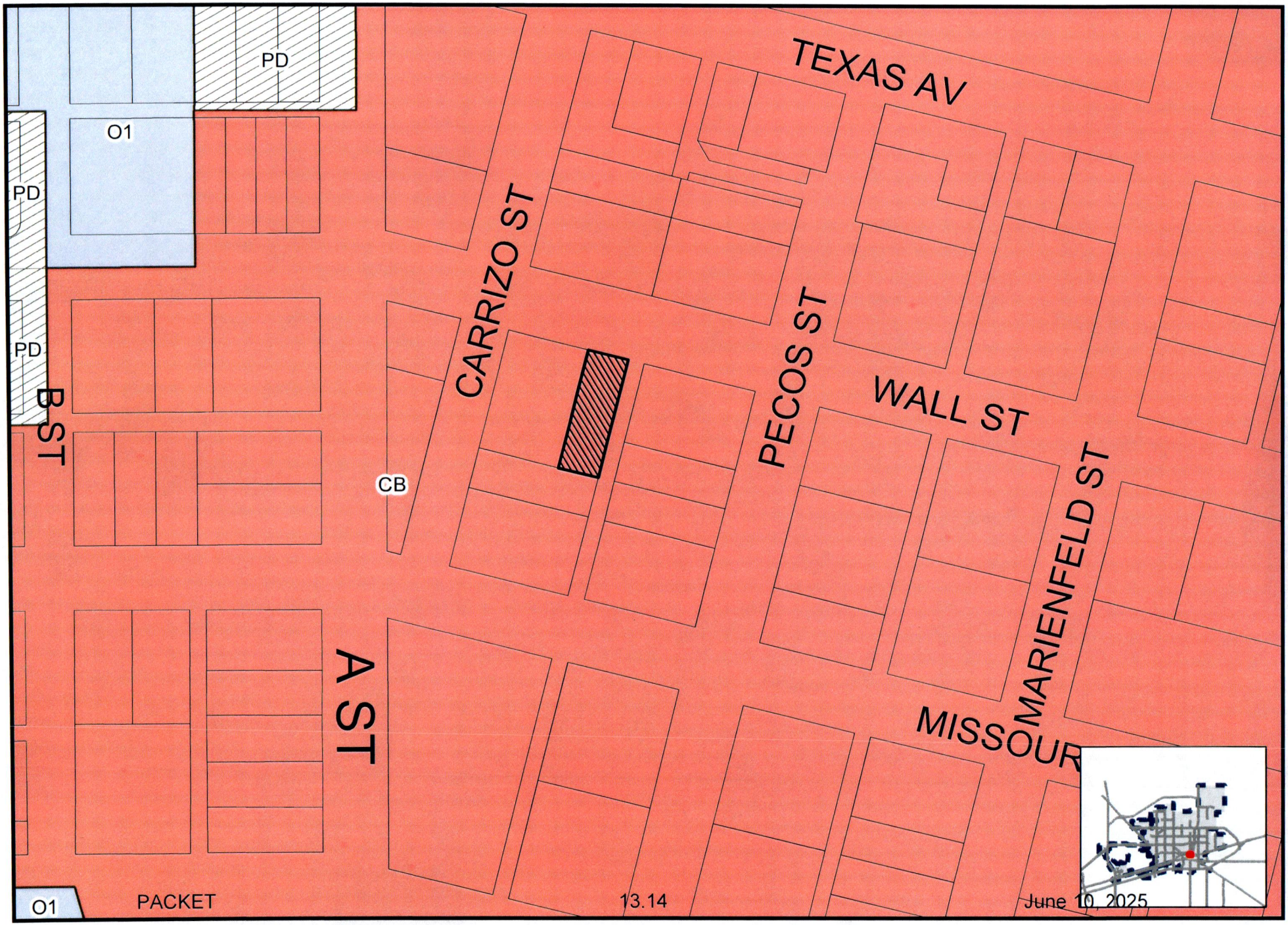
LEGEND

- 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.

June 10, 2025



Map by AMM. 5 11 2025

SUD-25-0195

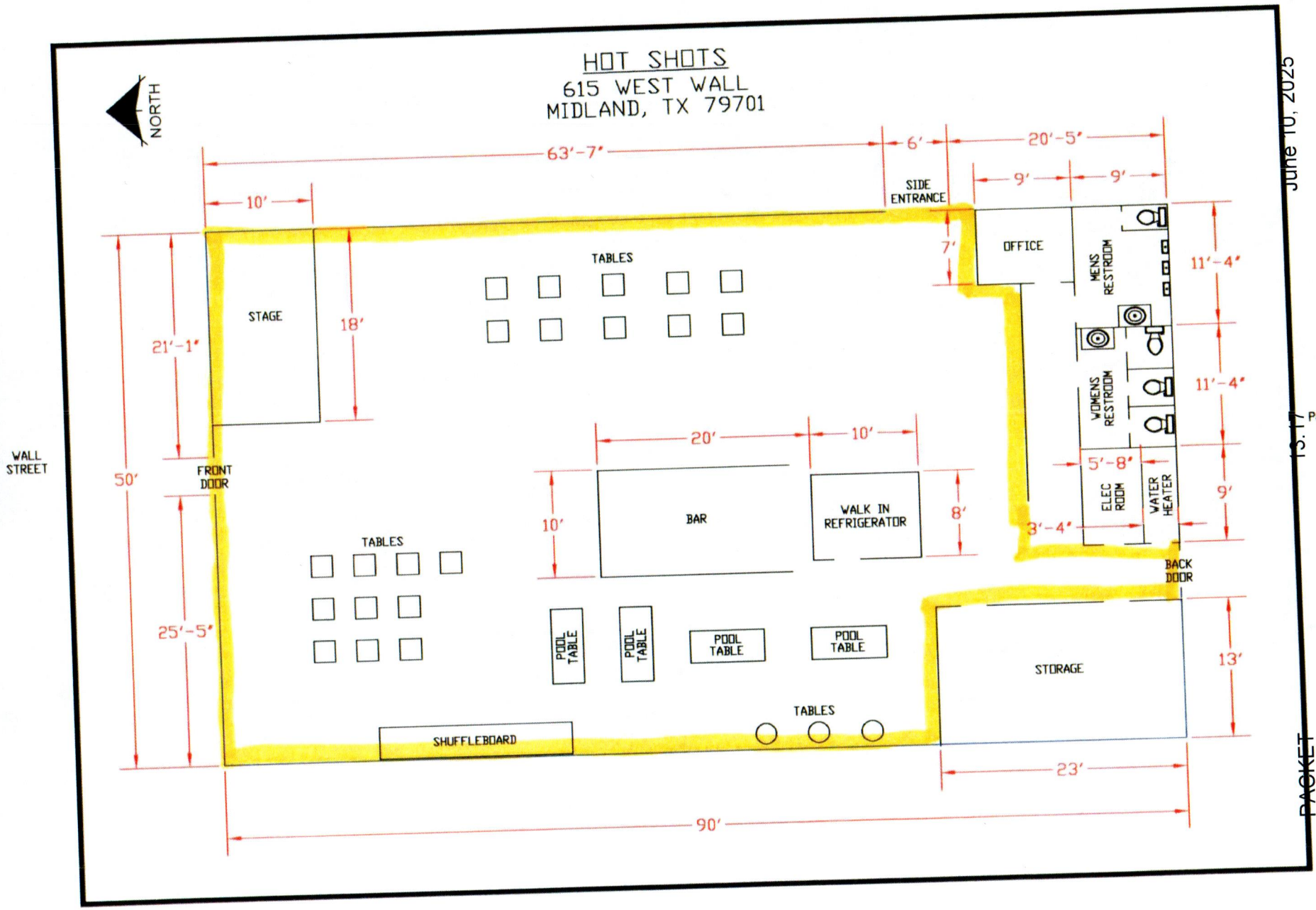
Scale: 1" = 753'

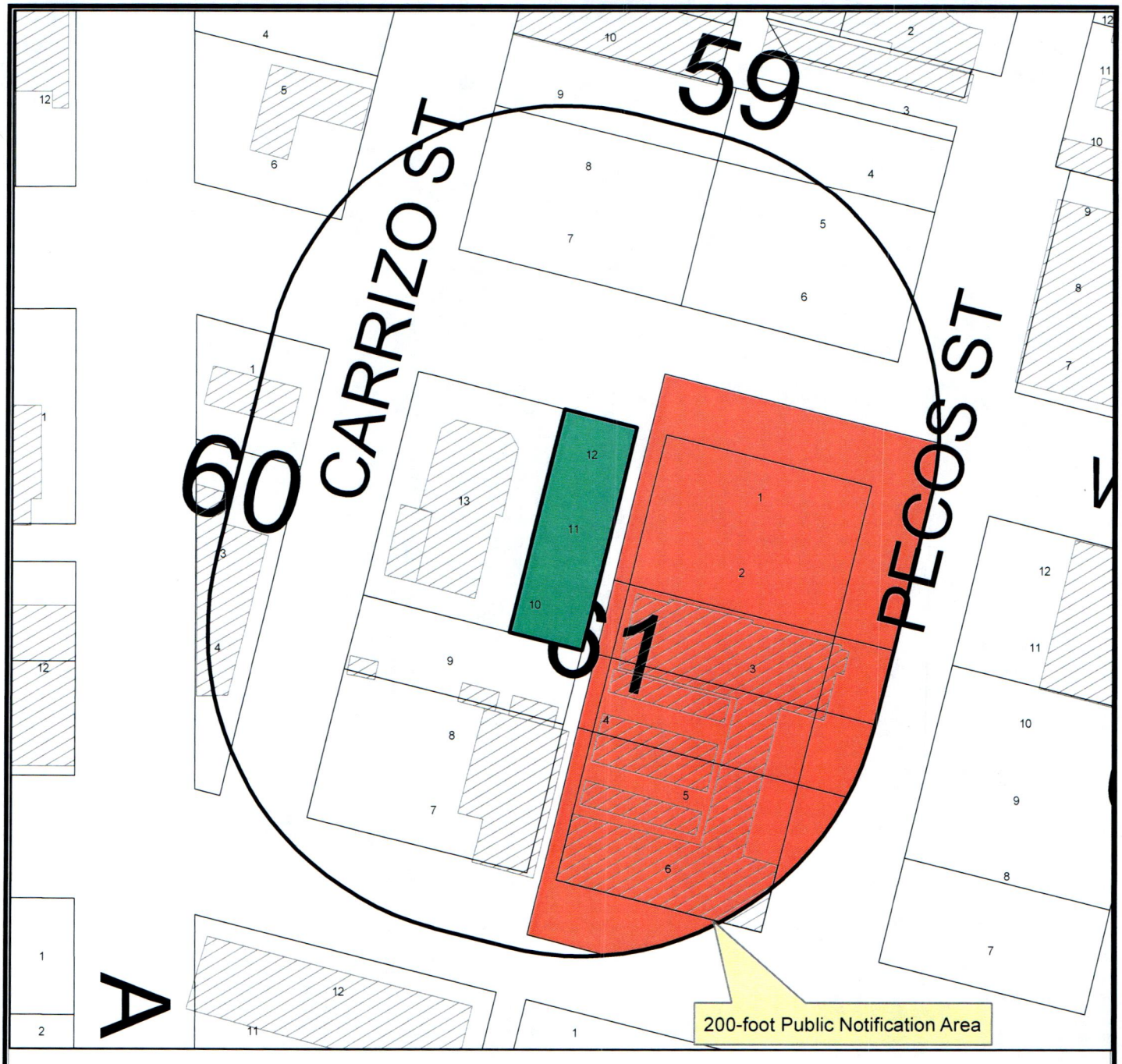
ZONING MAP

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HOT SHOTS
POOL TOURN MENT TUES-SAT
KARAOKE TUES THRU SAT
EST BLISHED 1999


TEXAS AV
CARRIZO ST
PECOS ST
WALL ST
MARIENFELD ST
B ST
A ST
MISSOURI A


HOT SHOTS
615 WEST WALL
MIDLAND, TX 79701
NORTH
63'-7"
6'
20'-5"
9'
9'
10'
SIDE ENTRANCE
7'
OFFICE
MENS RESTROOM
WOMENS RESTROOM
ELEC ROOM
WATER HEATER
11'-4"
11'-4"
9'
5'-8"
3'-4"
STAGE
18'
21'-1"
TABLES
20'
10'
BAR
WALK IN REFRIGERATOR
10'
8'
50'
FRONT DOOR
WALL STREET
TABLES
BACK DOOR
25'-5"
POOL TABLE
POOL TABLE
POOL TABLE
POOL TABLE
STORAGE
13'
TABLES
SHUFFLEBOARD
23'
90'
PARKING LOT
13.17
June 10, 2025
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

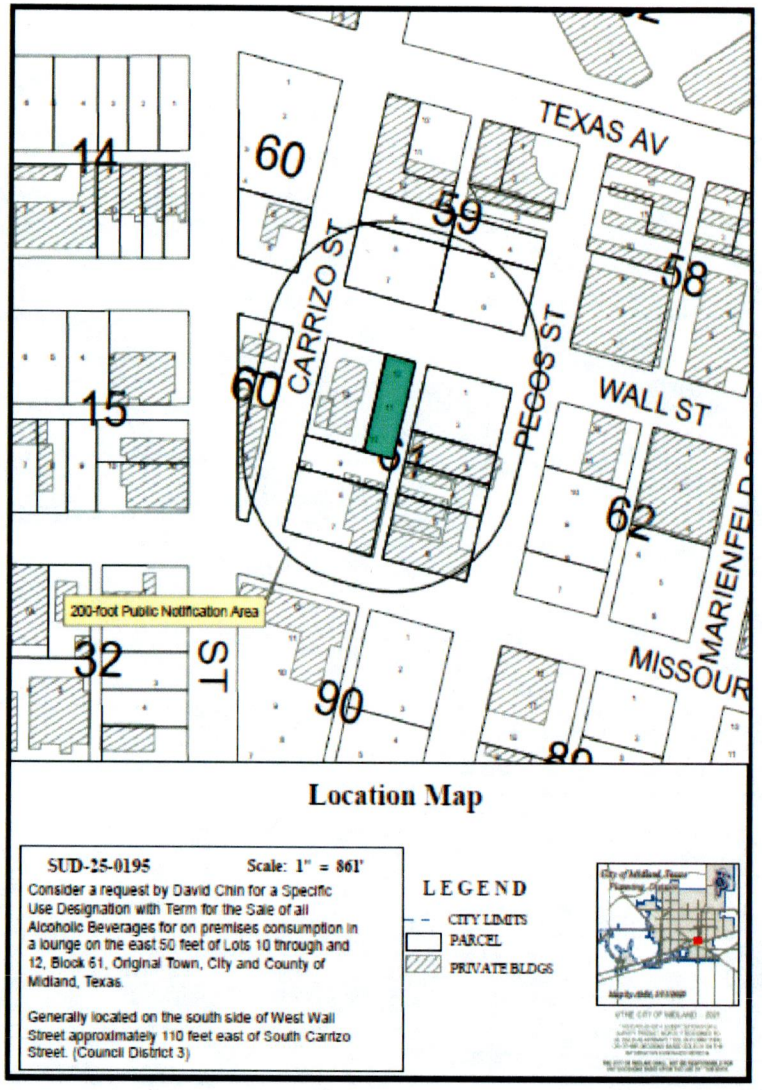


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MIDLAND
Be the Energy!
HOT SHOTS
ITEM
SPECIFIC USE DESIGNATION WITH TERM
Visit Our Website
MIDLANDTEXAS.GOV

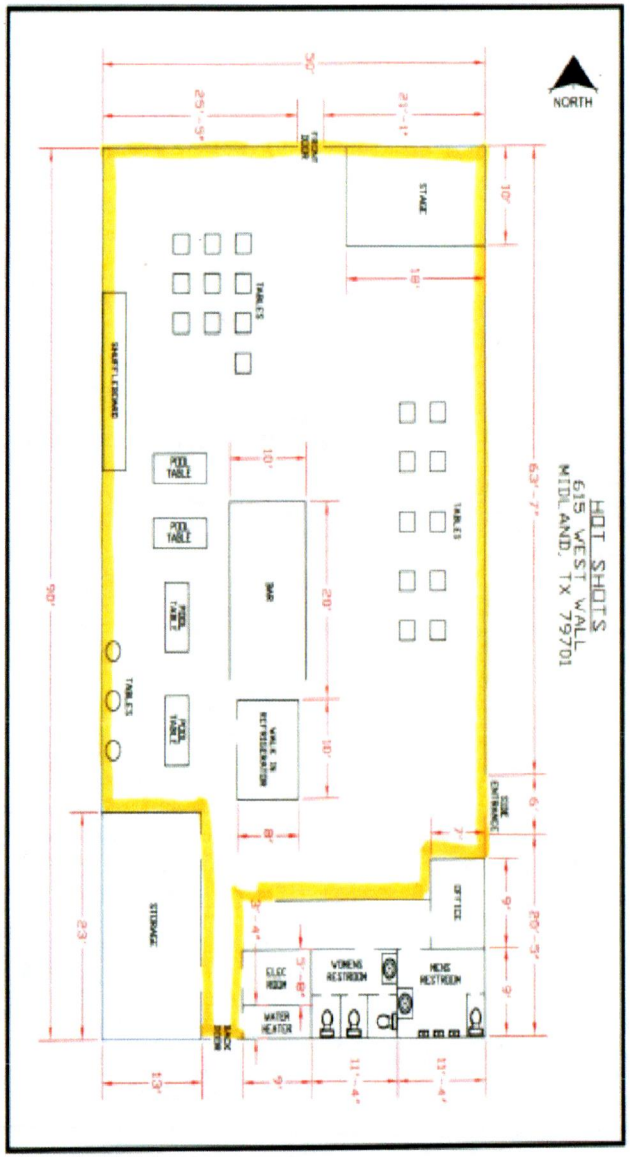
APPLICATION SUMMARY

- **Property owner:** David Chin
- **Application Type:** Specific Use Designation With Term
- **Address:** 615 West Wall Street (District 3)



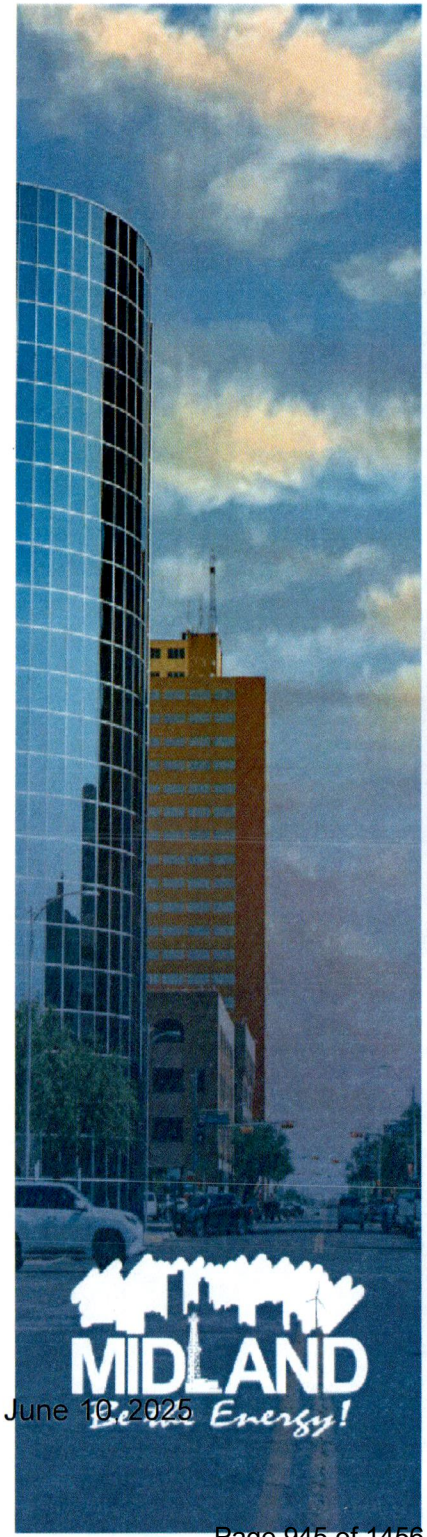
SUD DETAILS

- **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.



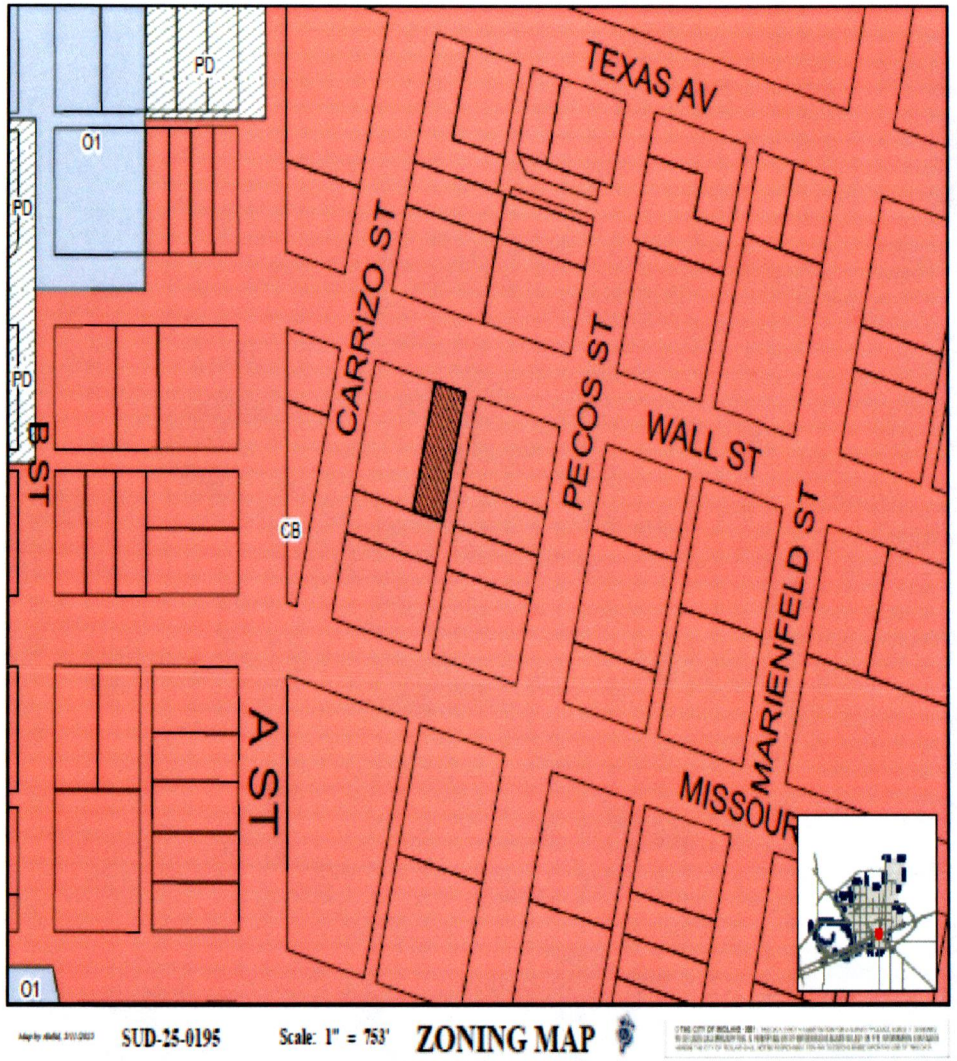
SUD DETAILS

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.



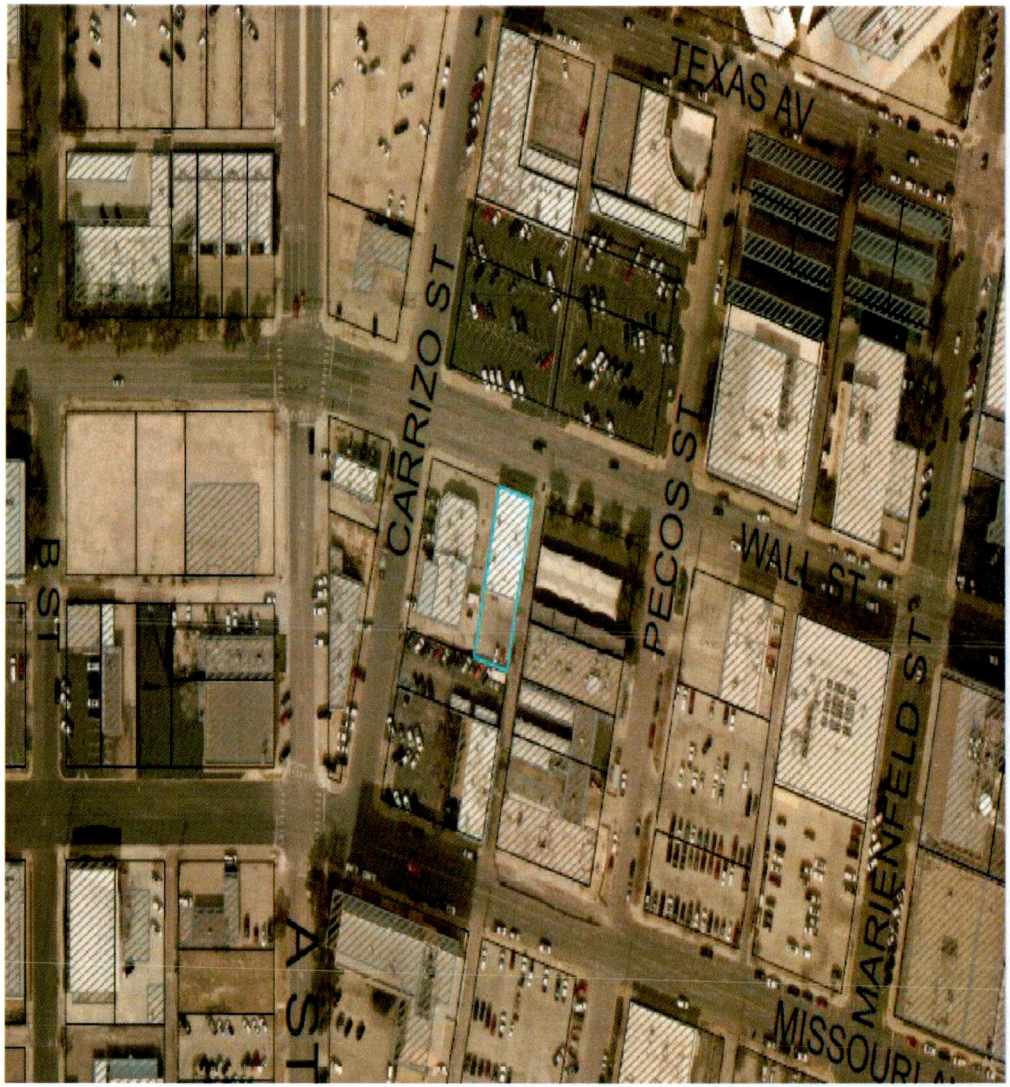
ZONING

- **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



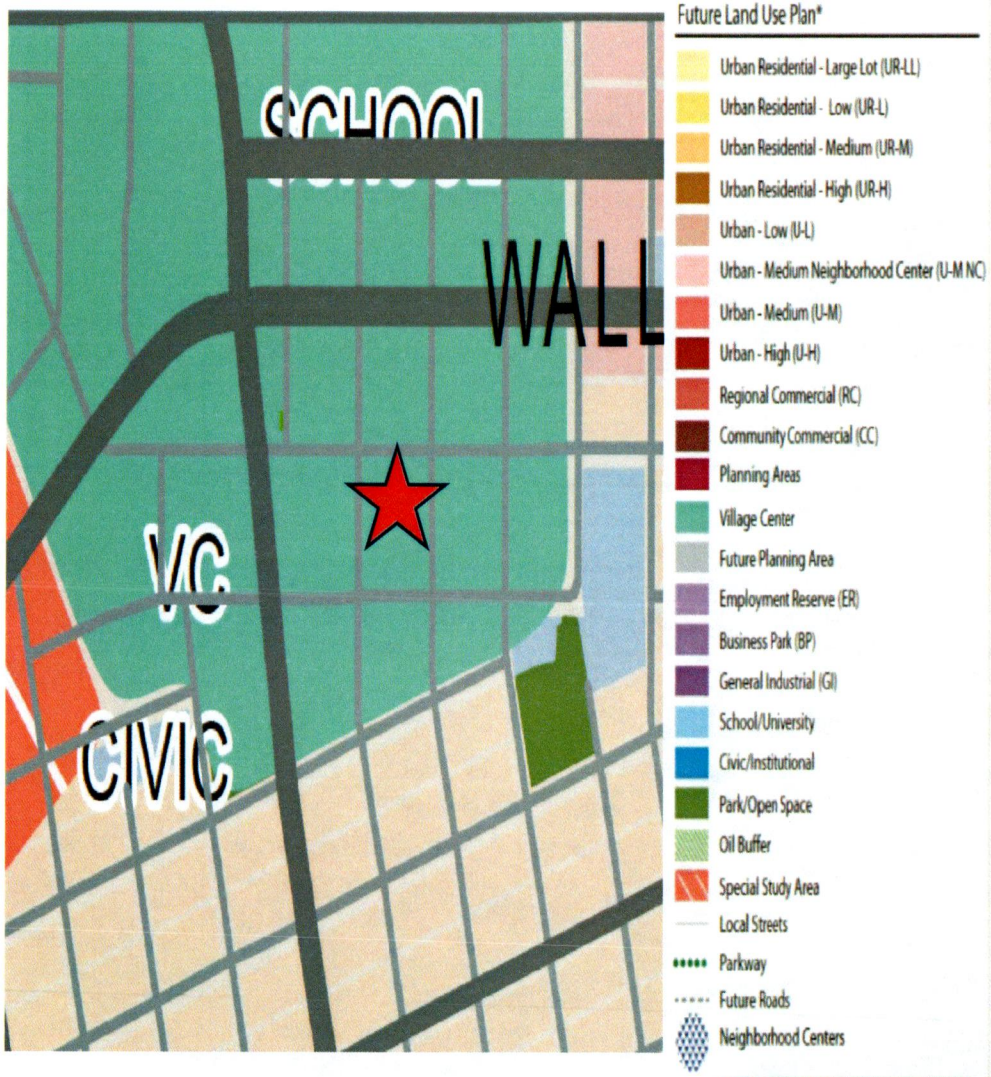
SITE PHOTO



On West Wall Street, Looking North

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.

MIDLAND
Planning Division

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 X **Comments:**

Required Information:

Property Owner's Signature

Richard Fuqua, Partn BTA Oil Produ
Printed Name

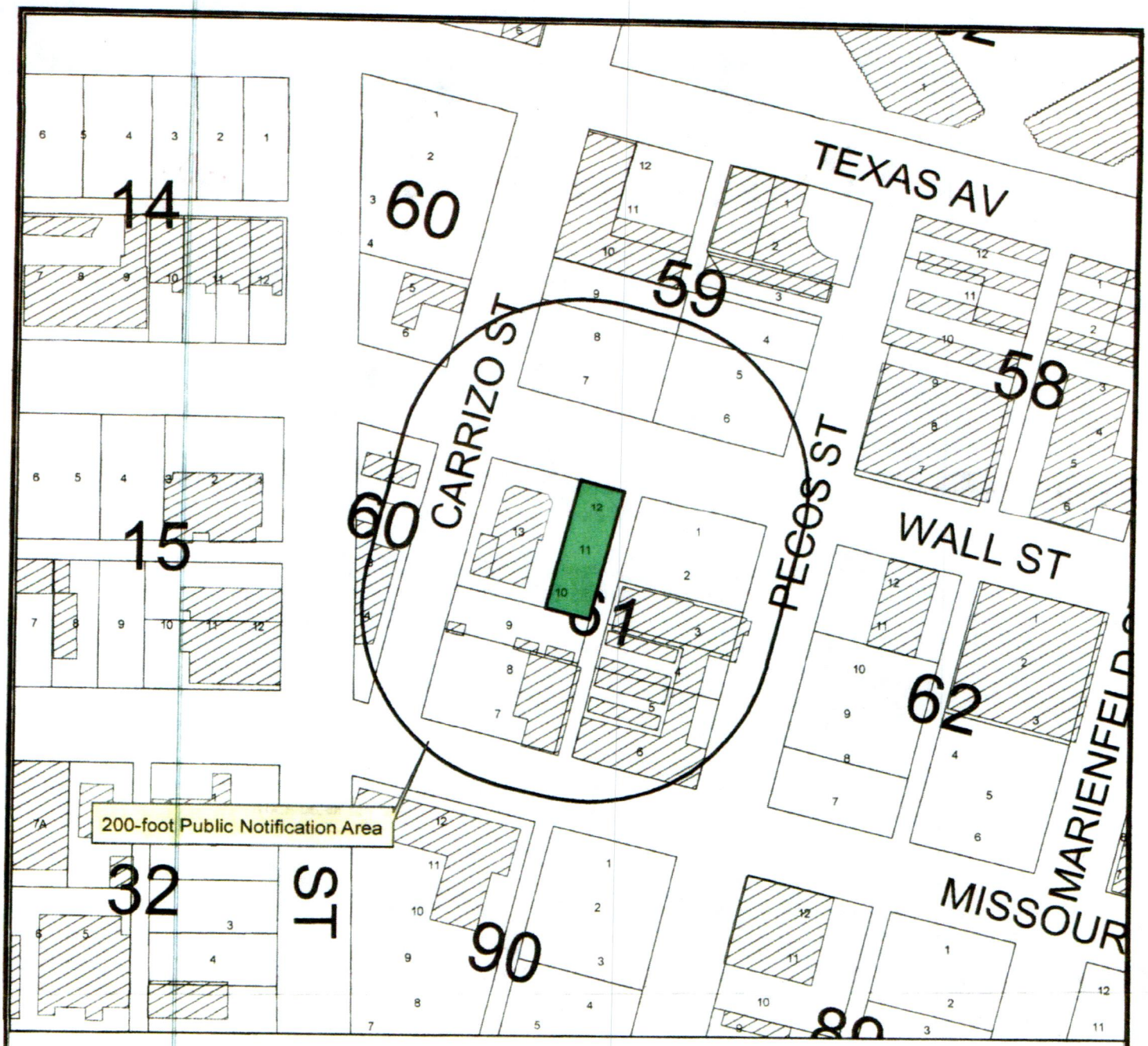
104 S. Pecos St. (Property 1-6 on map)
Property Address (**No P. O. Boxes**)

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
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



Location Map

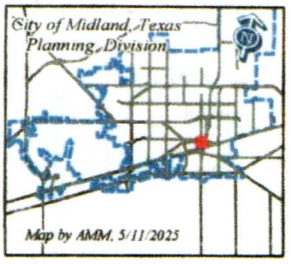
SUD-25-0195 **Scale: 1" = 861'**

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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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

City Council Meeting

Item Number: 24.
Meeting Date: February 24, 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 (FIRST READING HELD FEBRUARY 10, 2026)

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

Kathy Rauda, City Secretary Created/Initiated - 2/10/2026

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

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: 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 MH
(List by tracts if more than one district is requested)

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)

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name: Jose P Hernandez / 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. Hernandez / Isabel Hernandez
Phone (432) 312-3047
Email Izzyhernandez5@yahoo.com
Address 3504 S. CR 1206 | City Midland | 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 thru 10 Block: 007 Subdivision: MOORE

Current Zoning: Industrial
Proposed Zone: Lots 1 thru 10 MH
(List by tracts if more than one district is requested)

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): Isabel Hernandez Jose P Hernandez	Date: 12/30/25
Applicant (printed): Jose P Hernandez / Isabel Hernandez	
Property Owner (signature): Isabel Hernandez Jose P Hernandez	Date: 12/30/25
Property Owner (printed): Jose P. Hernandez / Isabel Hernandez	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization ☐ Dimensioned Site Plan

☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check #_____

Received By: Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jose P Hernandez by Isabel Hernandez	Date: 12/30/25
Applicant (printed): Jose P + Isabel Hernandez	
Property Owner (signature): Jose P Hernandez by Isabel Hernandez	Date: 12/30/25
Property Owner (printed): Jose P + Isabel Hernandez	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

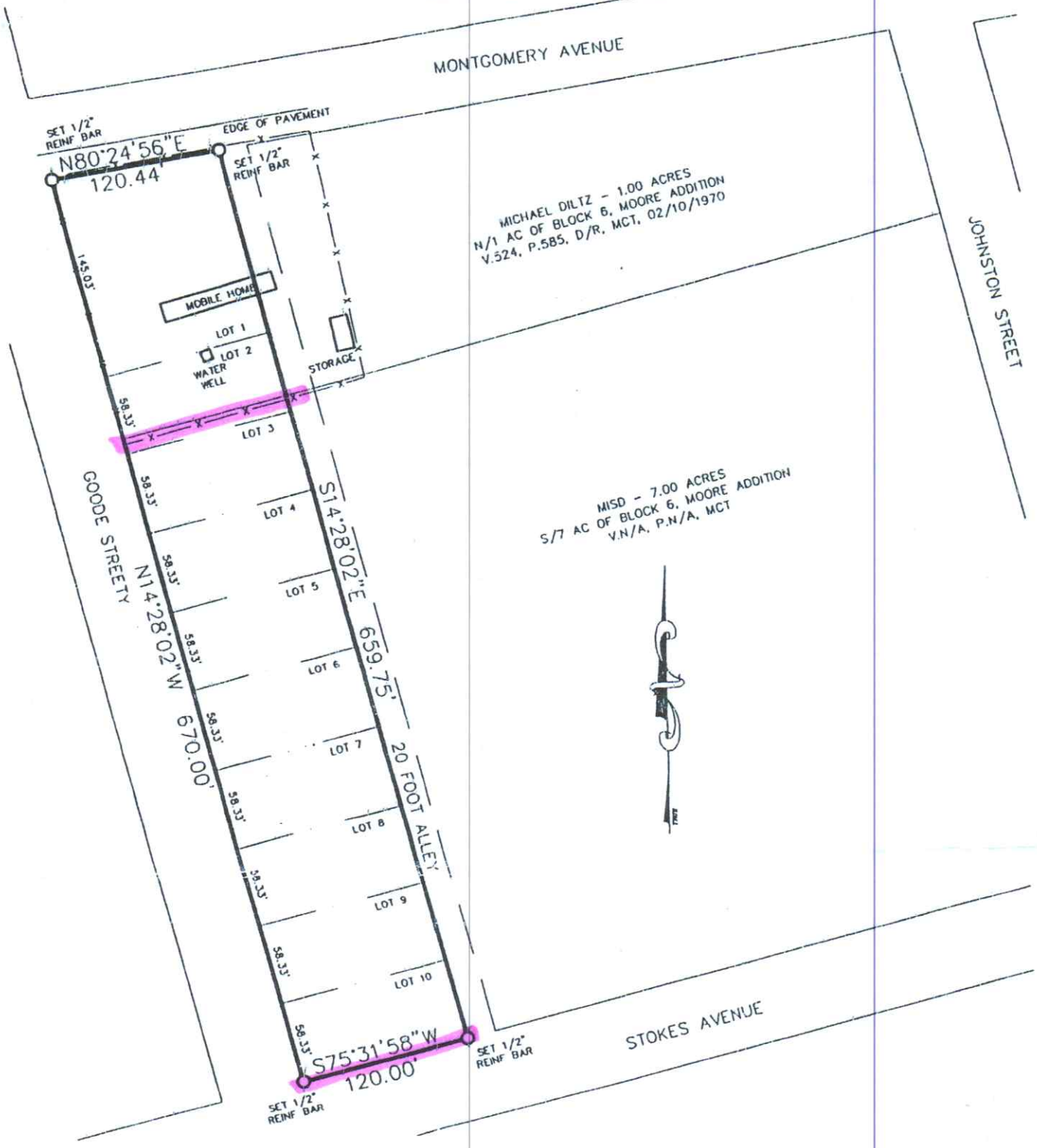
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan Print off
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1186	
Received By: Mary Kate Loftin	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

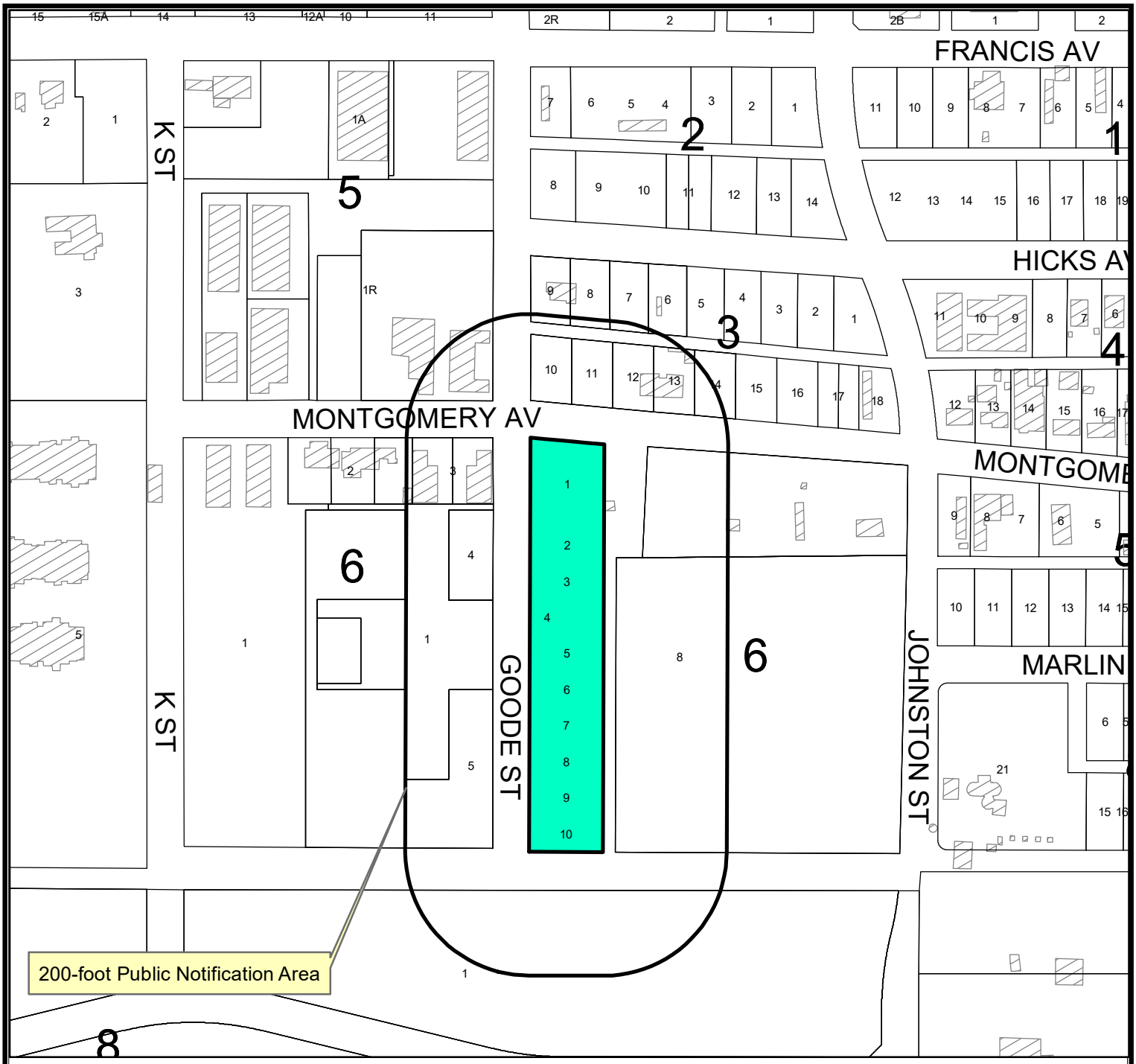
TO THE LIENHOLDERS, JOSE P. HERNANDEZ AND ISABEL HERNANDEZ

(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,

STATE OF TEXAS

SURVEY PLAT

LOTS 1 THROUGH 10
(INCLUSIVE)



Location Map

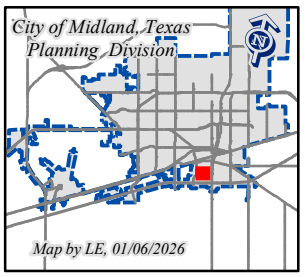
Z-25-0460 **Scale: 1" = 1,500'**

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

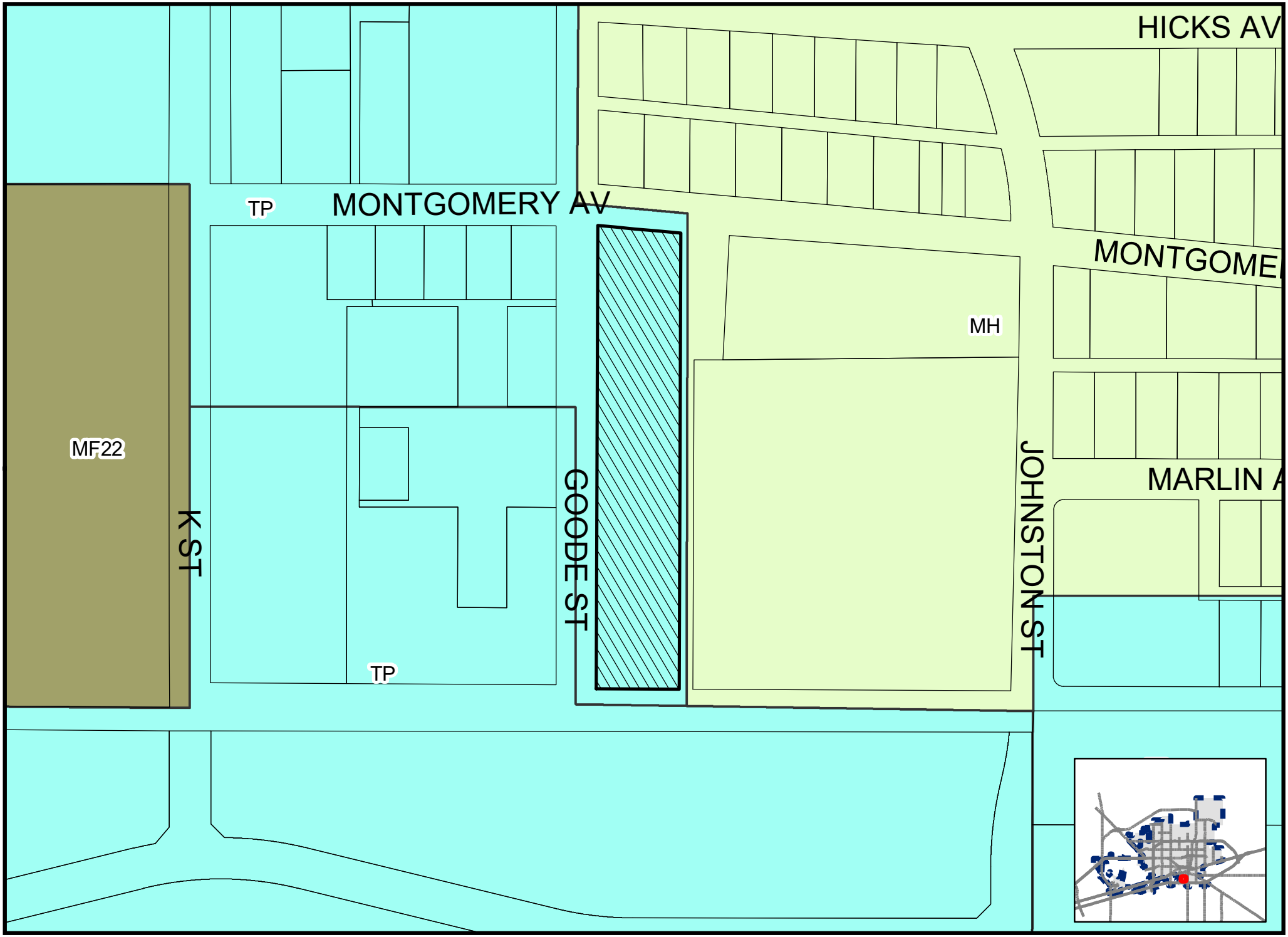
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map by LE, 01/07/2026

Z-25-0460

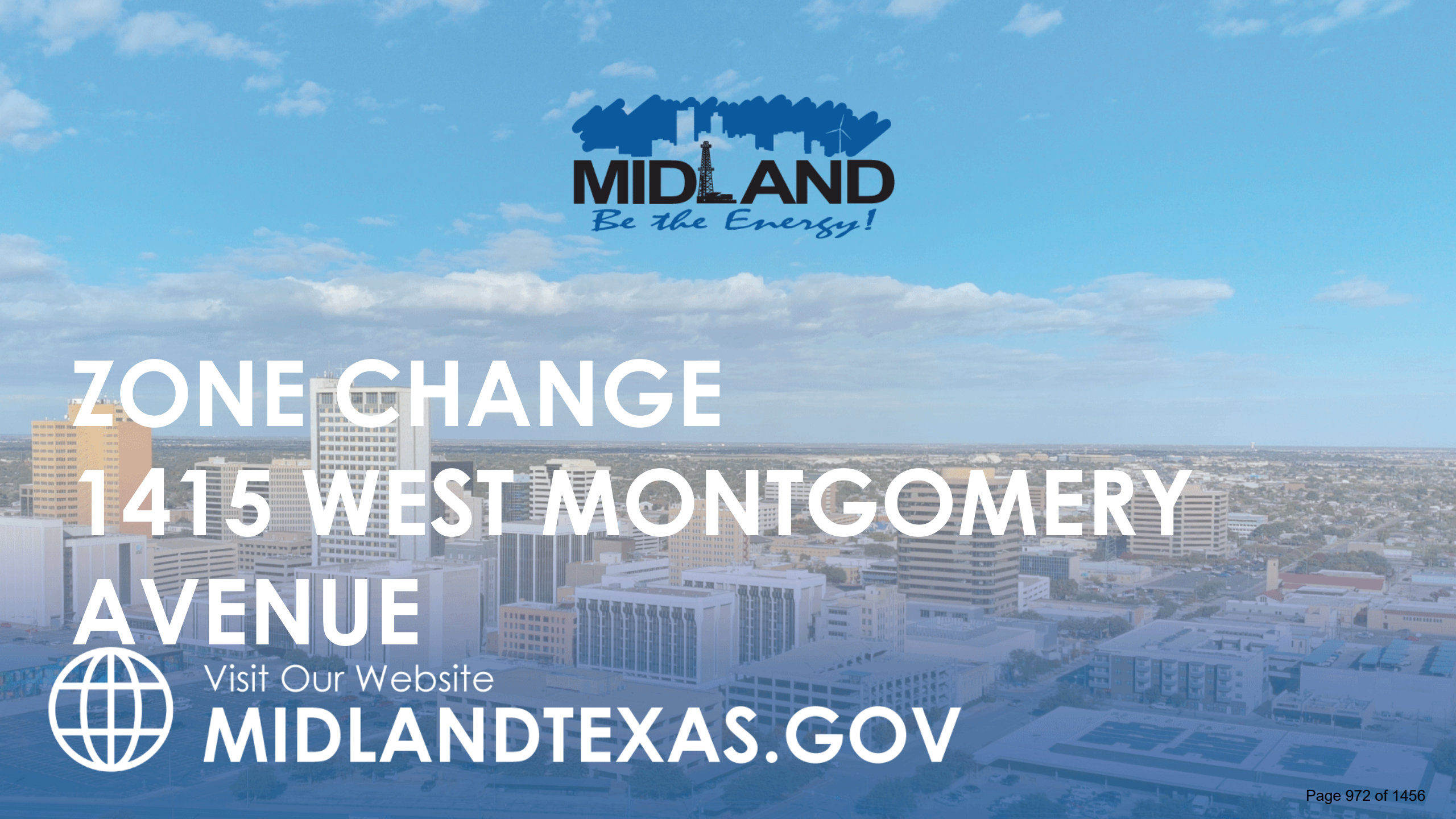
Scale: 1" = 1,500'

ZONING MAP

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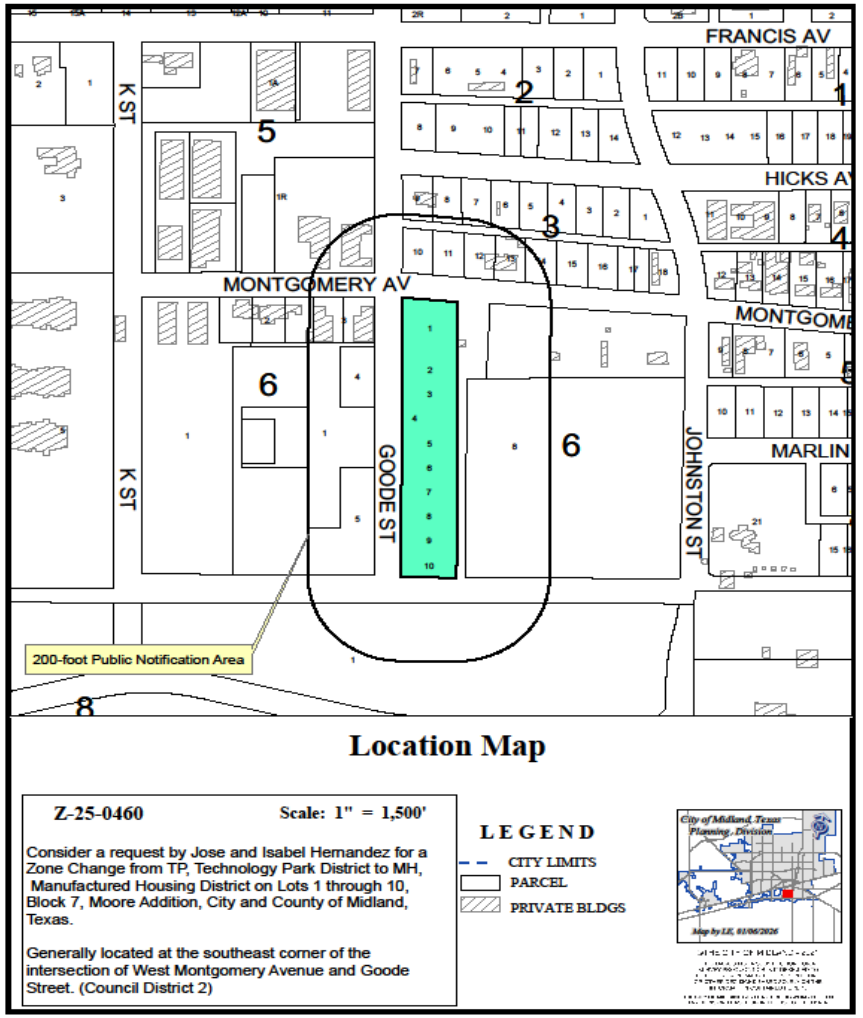

HICKS AV
MONTGOMERY AV
MONTGOMERY AV
MARLIN AV
K ST
GOODE ST
JOHNSTON ST
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MIDLAND
Be the Energy!
ZONE CHANGE
1415 WEST MONTGOMERY AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

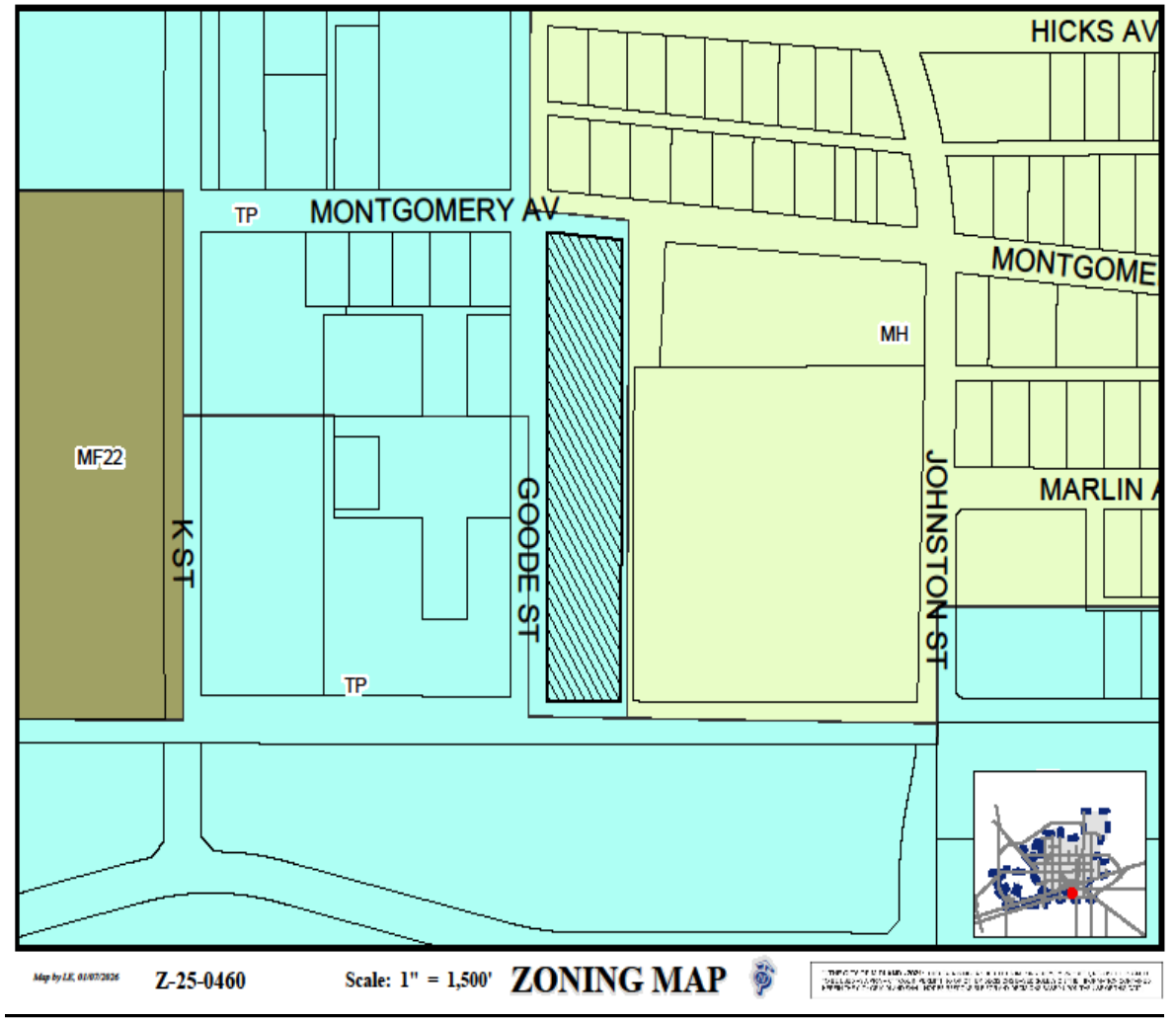
APPLICATION SUMMARY

- **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



MIDLAND
Be the Energy!

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



MIDLAND
Be the Energy!



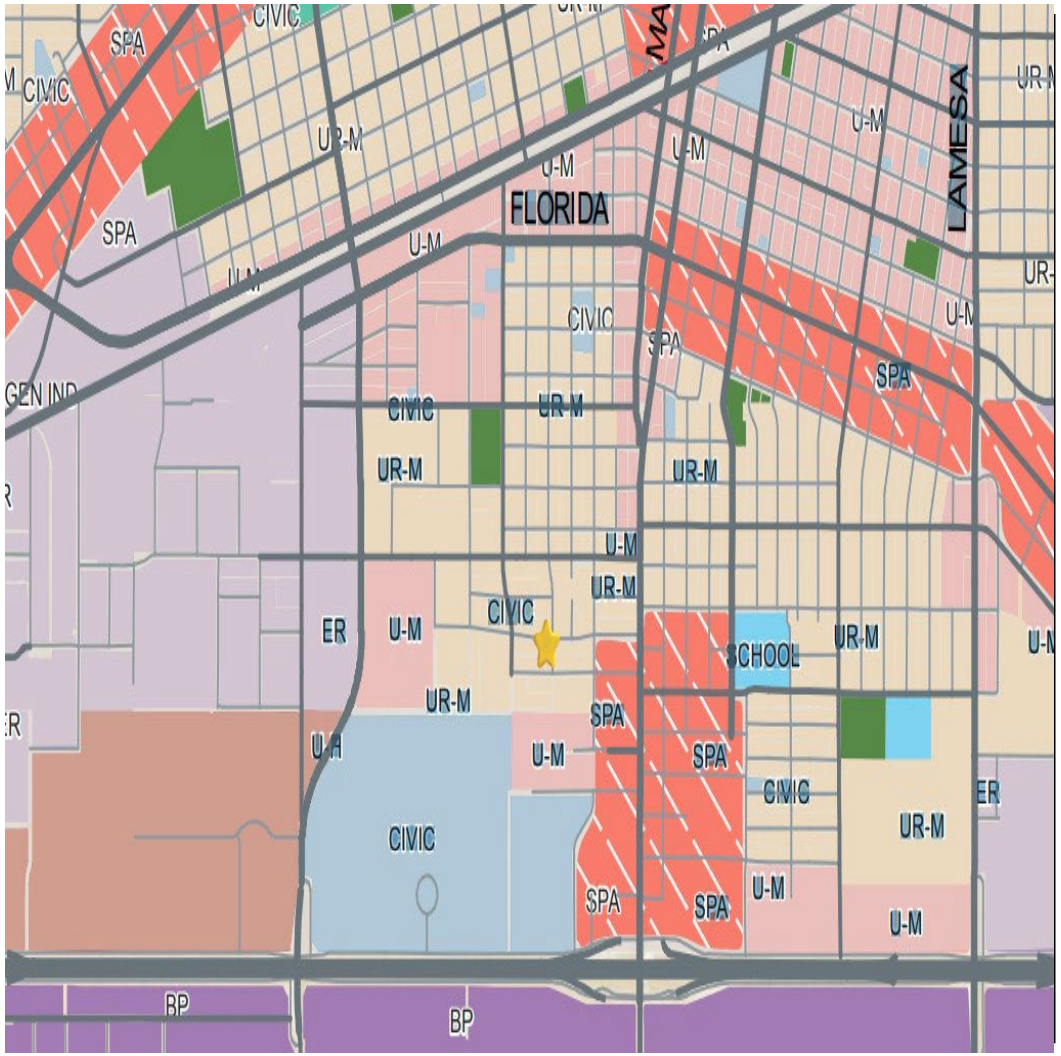
On West Montgomery Avenue, Looking South

5

MIDLAND
Be the Energy!

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.*



MIDLAND
Be the Energy!

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: 25.
Meeting Date: February 24, 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 (FIRST READING HELD FEBRUARY 10, 2026)

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

Kathy Rauda, City Secretary Created/Initiated - 2/10/2026

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:

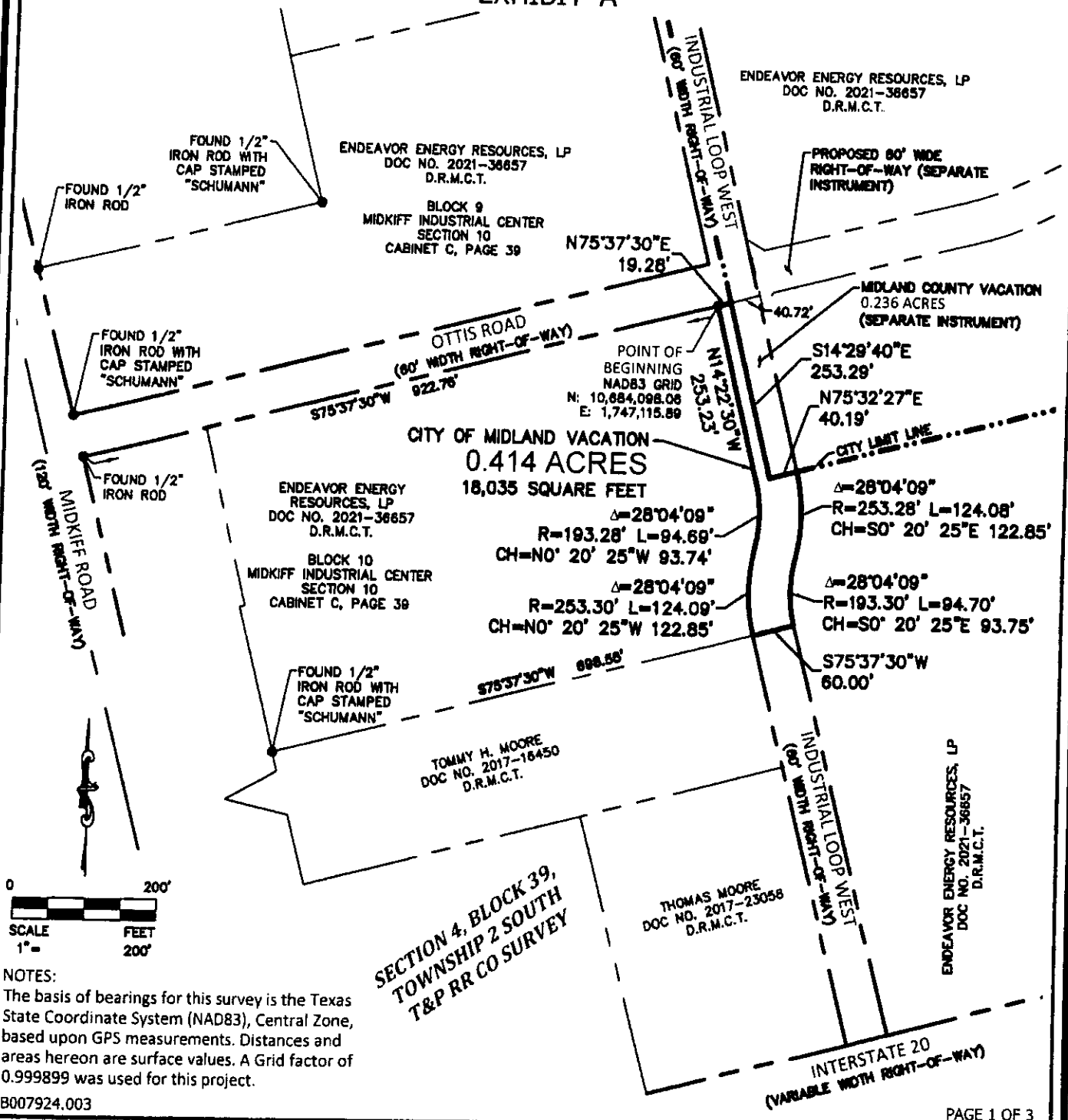
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

Nicholas Toulet, City Attorney

EXHIBIT 'A'



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

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

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, March 31, 2022 AT: 2:32 PM FILEPATH: G:\Production4000\007900\7924\003\Survey\Drawings\B007924.003 ROW Vacation (Industrial Loop 2-City).dwg

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

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

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, March 31, 2022 AT: 2:32 PM FILEPATH: G:\Production4000\007900\7924\003\Survey\Drawings\B007924.003 ROW Vacation (Industrial Loop 2-City).dwg

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

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

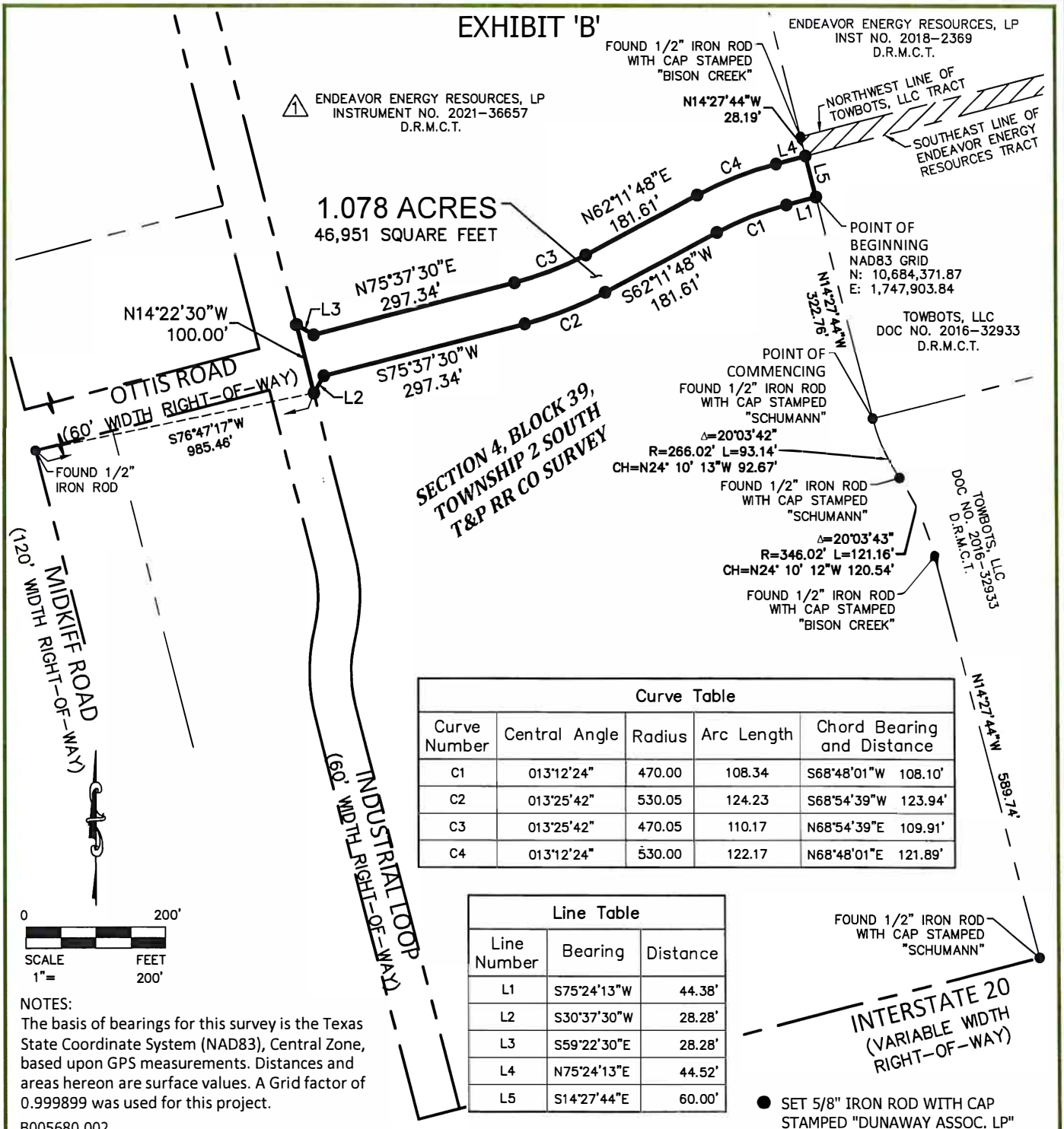
STATE OF TEXAS REGISTERED KEVIN JUNGE 6765 PROFESSIONAL LAND SURVEYOR

INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, March 31, 2022 AT: 2:32 PM FILEPATH: G:\Production\4000\007900\7924\003\Survey\Drawings\B007924.003 ROW Vacation (Industrial Loop 2-City).dwg

EXHIBIT 'B'



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

● SET 5/8" IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC. LP"

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

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR

RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

EXHIBIT 'B'

⚠1

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;

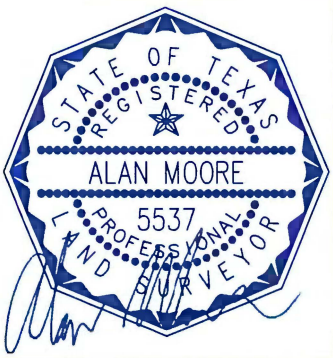
(1) THENCE South 75 degrees 24 minutes 13 seconds West, departing said common line, crossing said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.38 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" 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-feet 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

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

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
1	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

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR

RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

Dunaway Project No. B007924.005

MIDLAND
Planning Division

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.com	
Address 300 N Loraine (Owner) 4000 N Big Spring St. Ste. 101 (Agent)	City	Midland Midland	State 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 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 "Induatrial 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 per mgmt

BY: .....

Received By: Date: SEP 09 2025 RECEIVED SEP 09 2025 BY: .....

****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

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

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, March 31, 2022 AT: 2:32 PM FILEPATH: G:\Production4000\007900\7924\003\Survey\Drawings\B007924.003 ROW Vacation (Industrial Loop 2-City).dwg

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

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

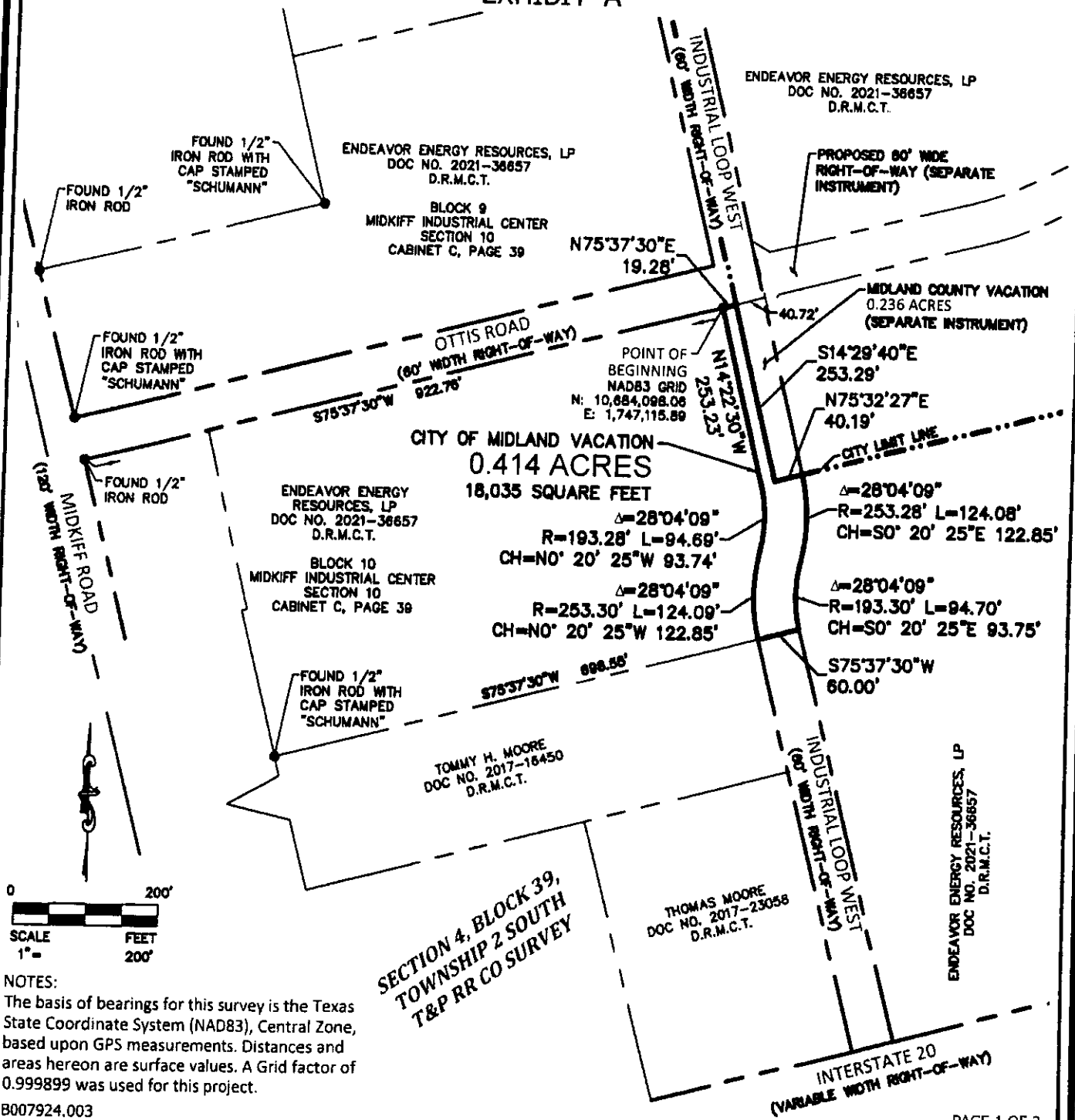
STATE OF TEXAS REGISTERED KEVIN JUNGE 6765 PROFESSIONAL LAND SURVEYOR

INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
0.414 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, March 31, 2022 AT: 2:32 PM FILEPATH: G:\Production\4000\007900\7924\003\Survey\Drawings\B007924.003 ROW Vacation (Industrial Loop 2-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

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
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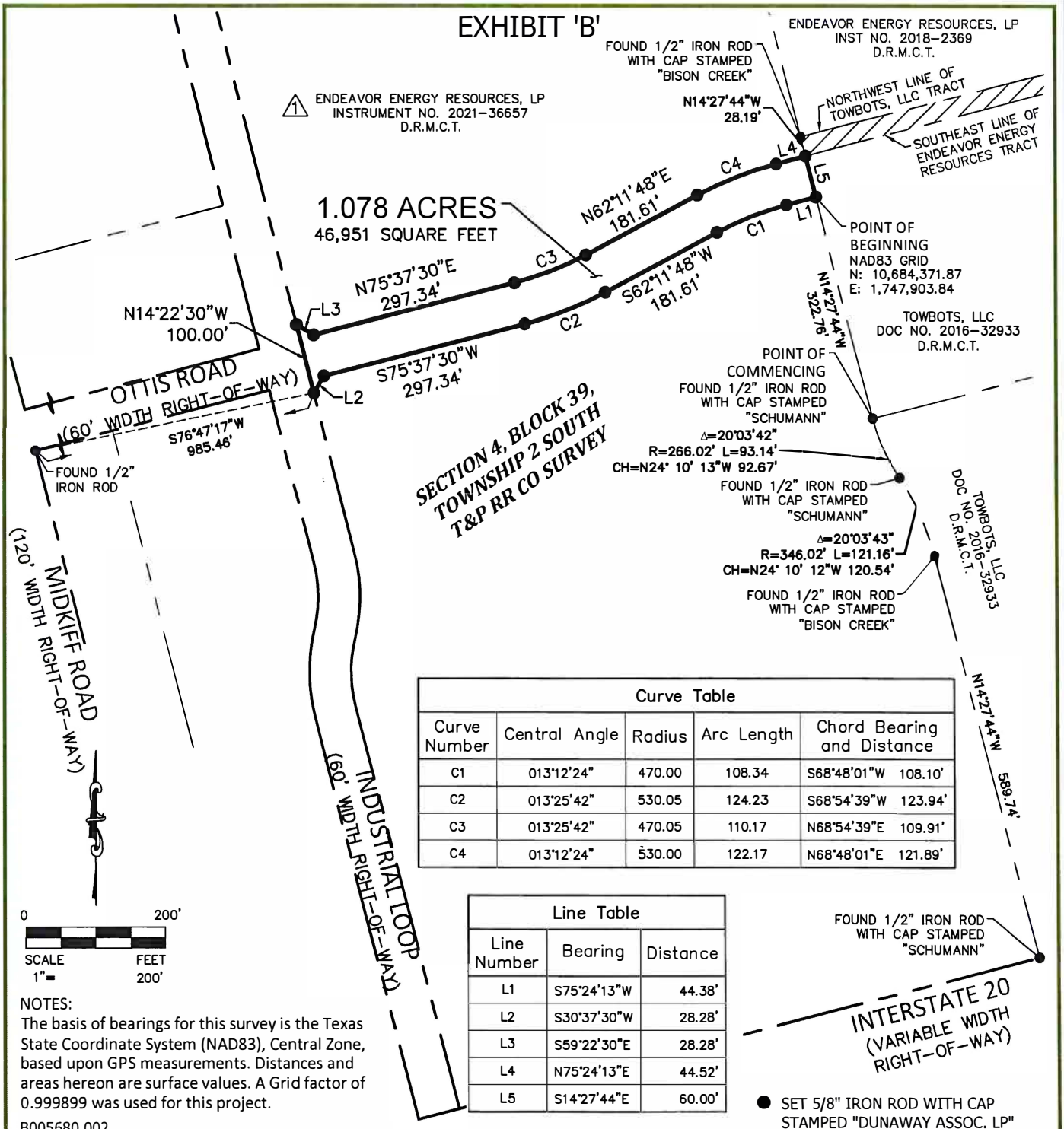
STATE OF TEXAS
REGISTERED
KEVIN JUNGE
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PROFESSIONAL
LAND SURVEYOR

INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
TO
ENDEAVOR ENERGY RESOURCES
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CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

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EXHIBIT 'B'



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

● SET 5/8" IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC. LP"

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

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR

RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

EXHIBIT 'B'

⚠1

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;

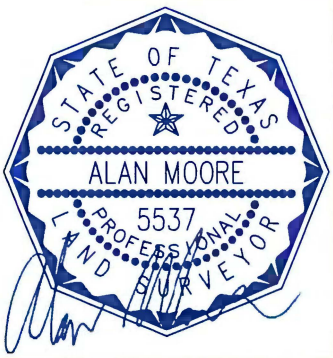
(1) THENCE South 75 degrees 24 minutes 13 seconds West, departing said common line, crossing said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.38 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" 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-feet 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

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

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
1	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

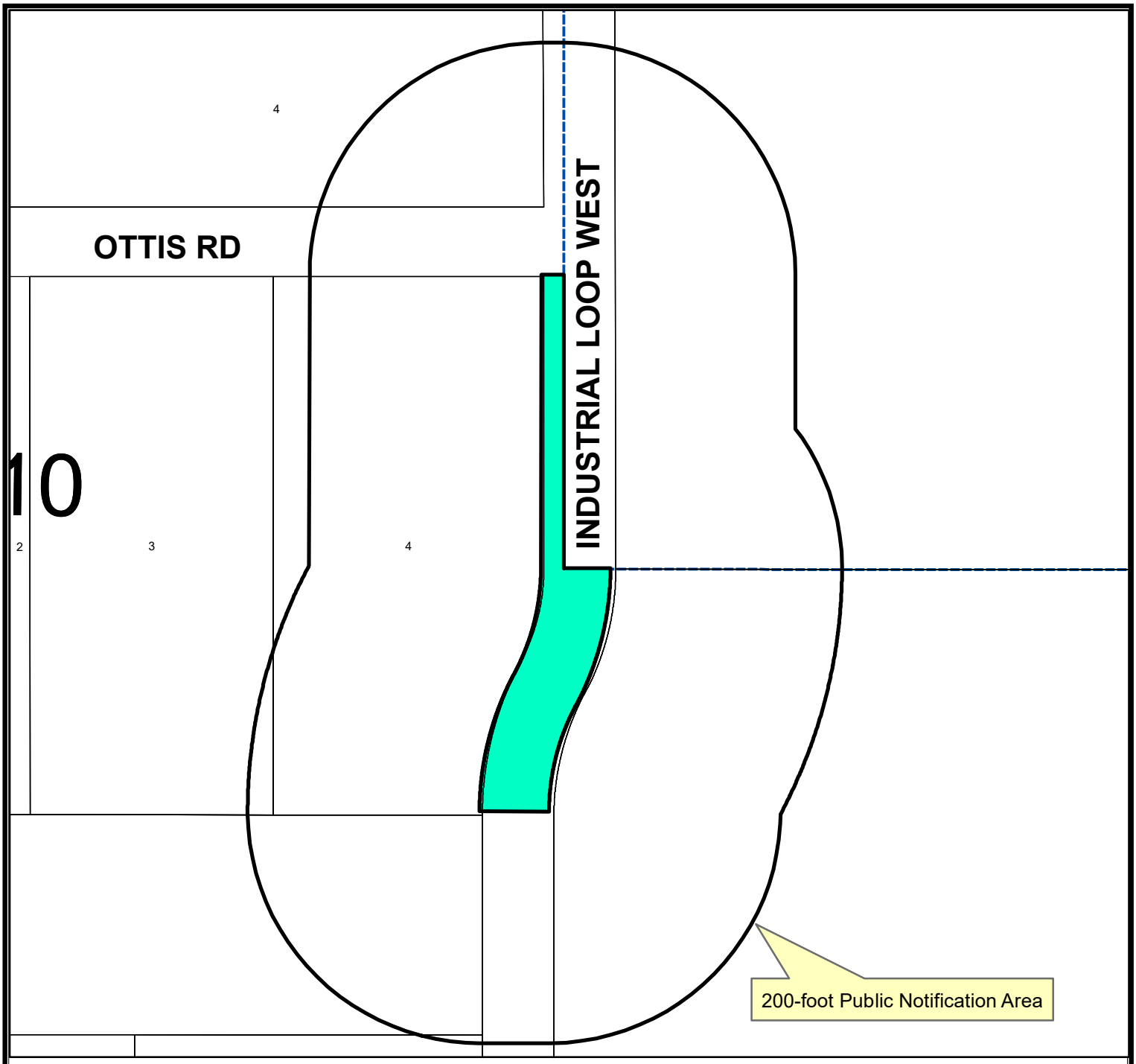
STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR

RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg



Location Map

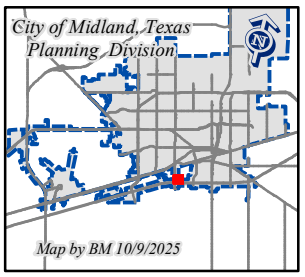
V-25-0071 **Scale: 1" = 123'**

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

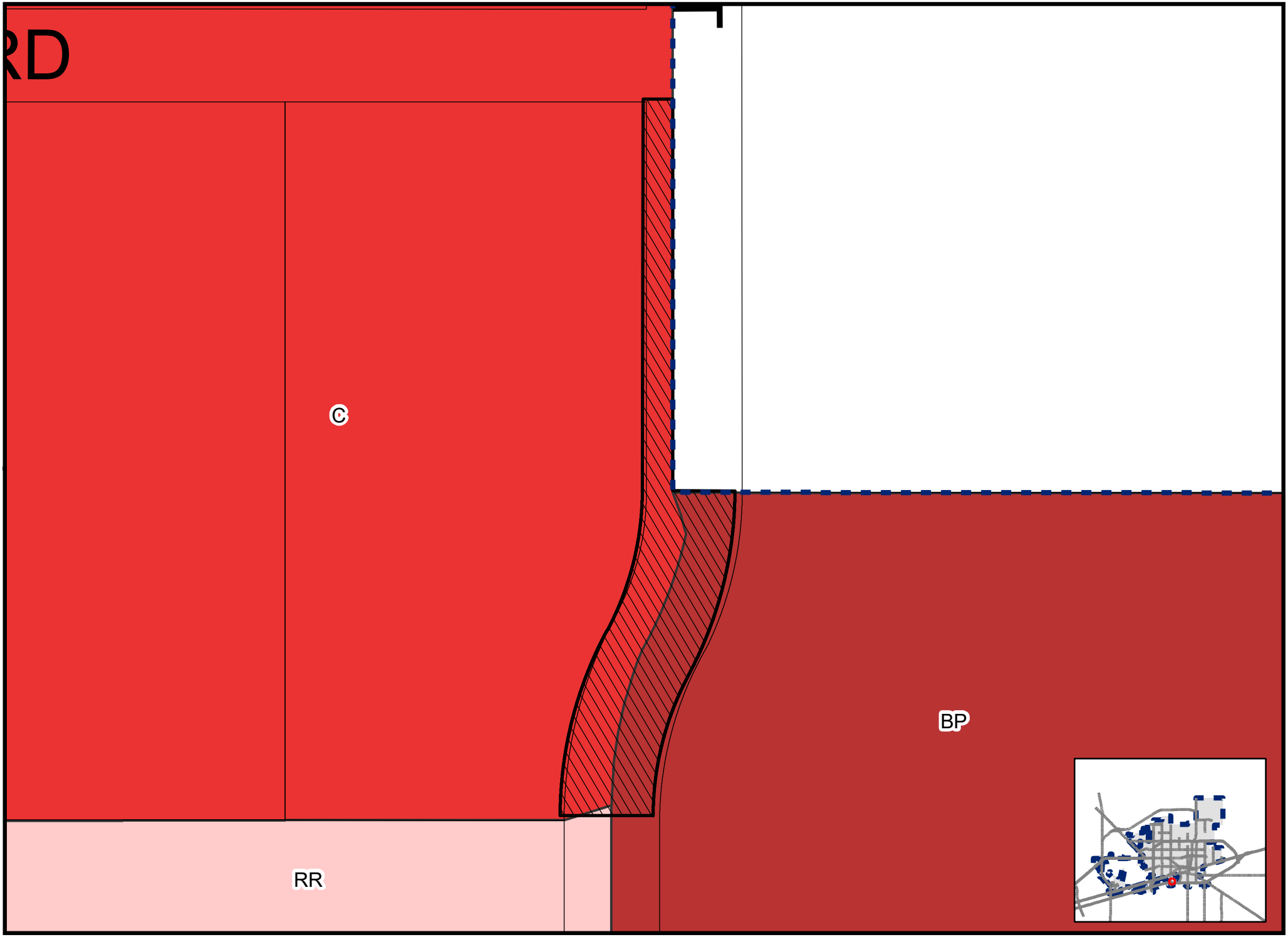
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



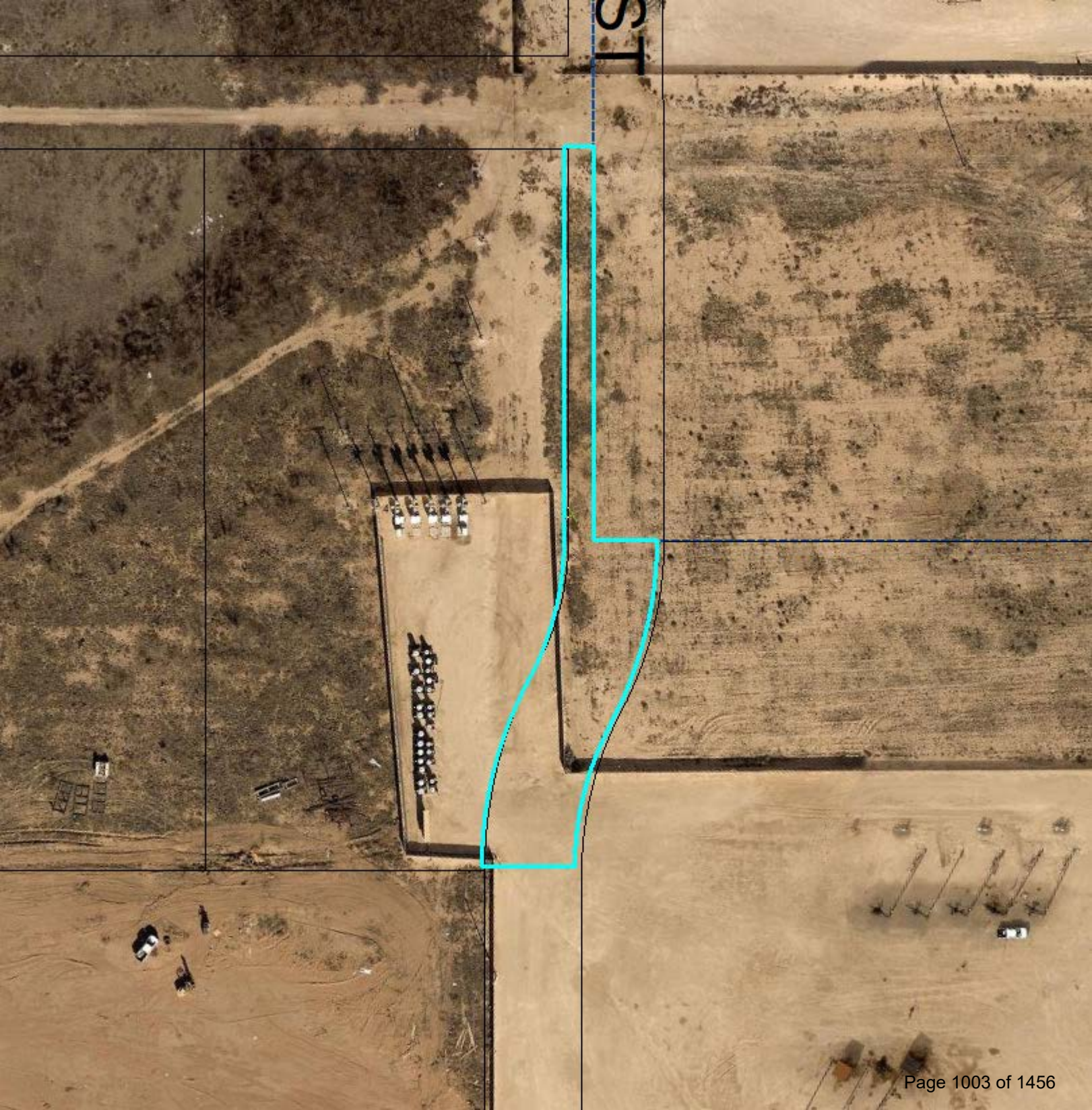
Map by BM, 10/9/2025

V-25-0071

Scale: 1" = 78'

ZONING MAP

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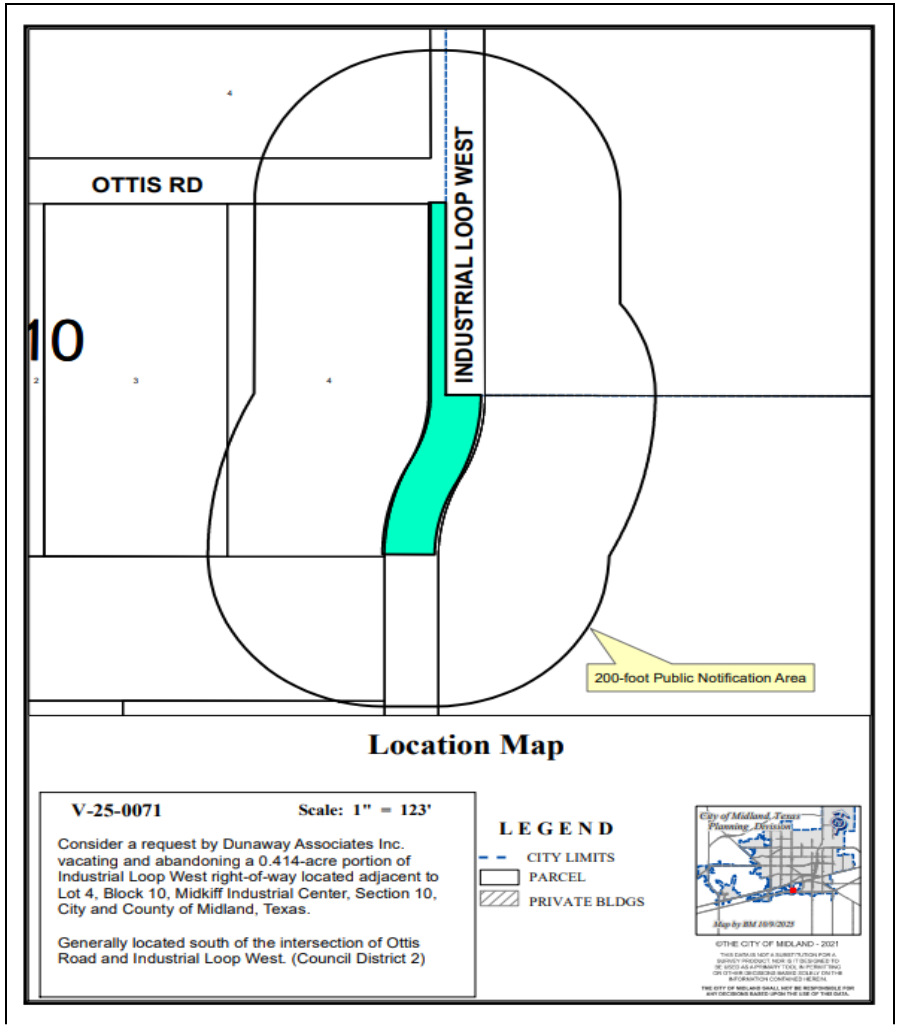

ST




MIDLAND
Be the Energy!
VACATION
INDUSTRIAL LOOP WEST (SOUTH)
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MIDLANDTEXAS.GOV

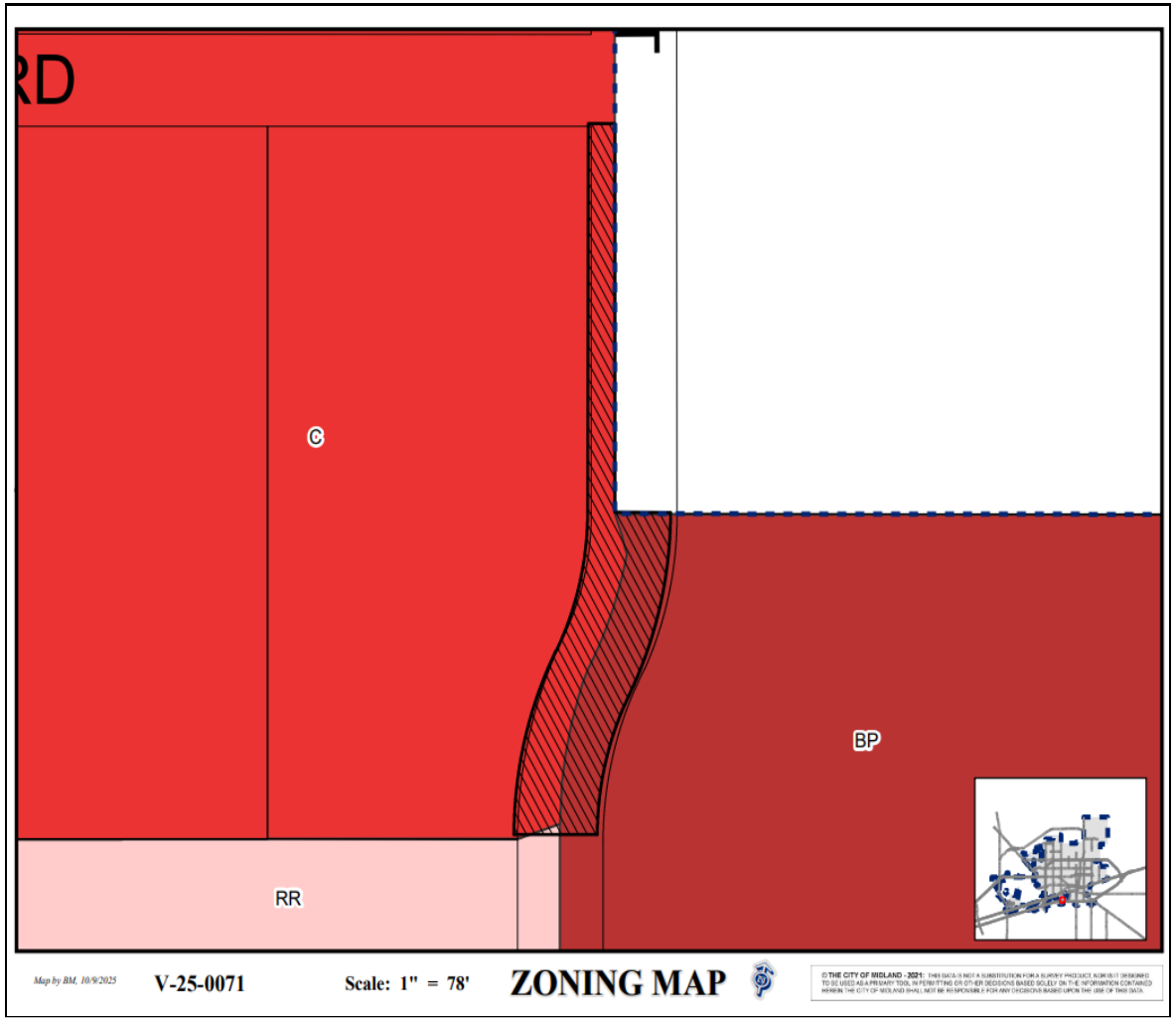
APPLICATION SUMMARY

- **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

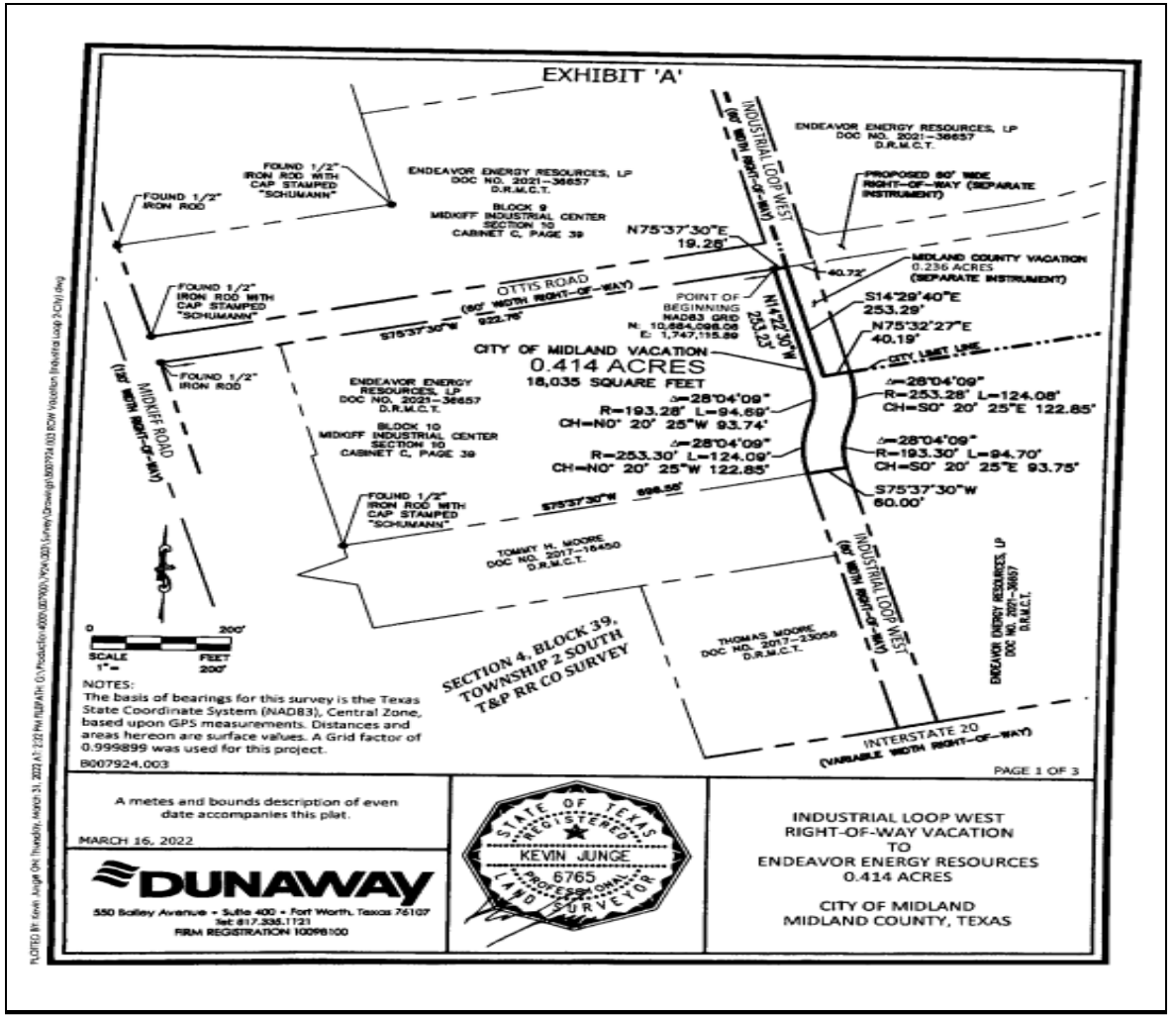
- **Current Zoning:** C, Commercial District, in part, and BP, I-20 Business Park District, in part
- **Surrounding Zoning:**
  - **North:** C, Commercial District and ETJ
  - **West:** C, Commercial District
  - **East:** BP, I-20 Business Park District
  - South: RR, Regional Retail District and BP, I-20 Business Park District



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DETAILS OF REQUEST

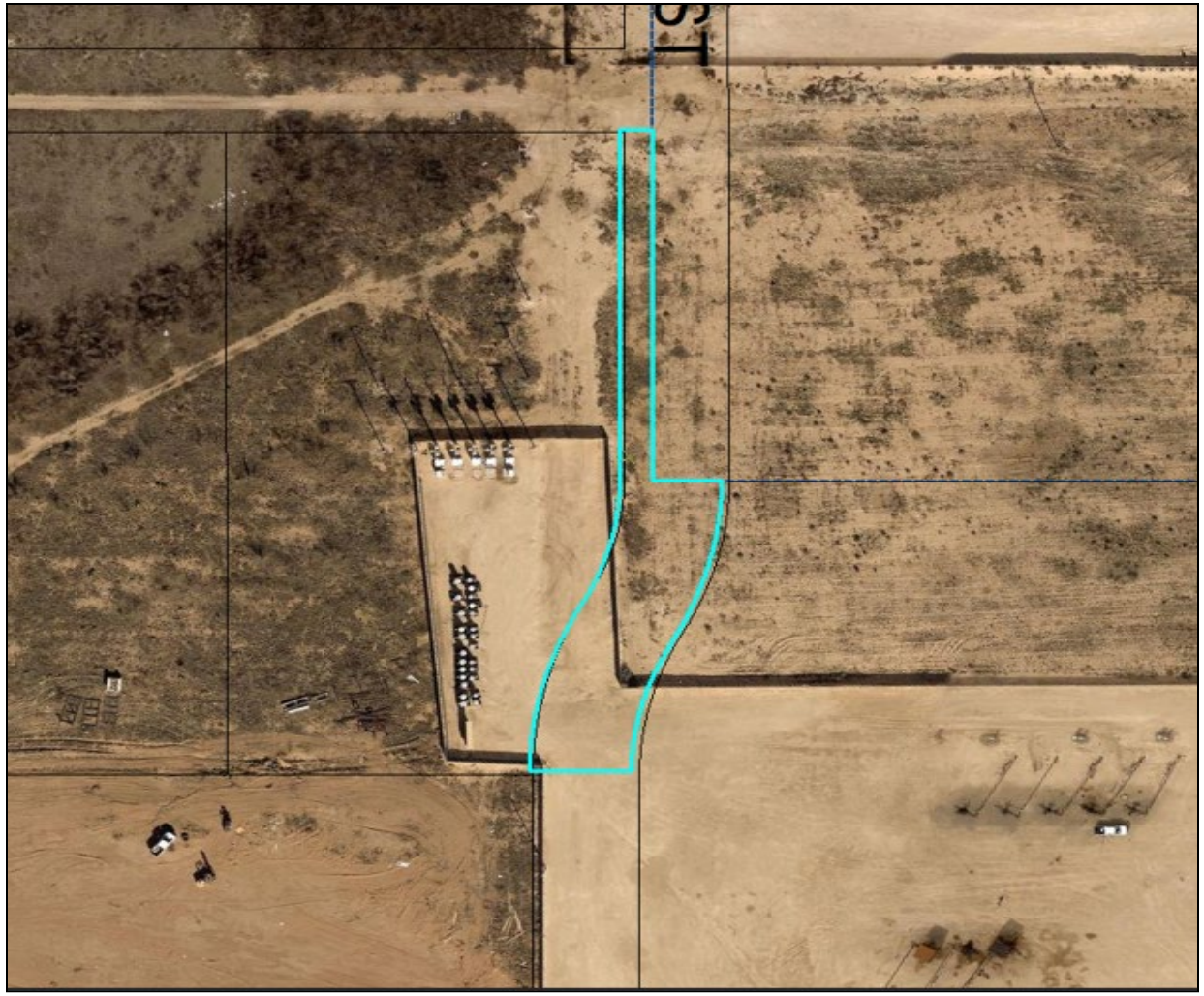
- City of Midland
- This portion includes 0.414-acres of right-of-way



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LAND USE

- **Current Use:** Undeveloped Right-of-Way
- **Surrounding Uses:**
  - **North/South/East/West:** Vacant Land





On Industrial Loop West, Looking South

MIDLAND
Be the Energy!

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: 26.
Meeting Date: February 24, 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 (FIRST READING HELD FEBRUARY 10, 2026)

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

Kathy Rauda, City Secretary Created/Initiated - 2/10/2026

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

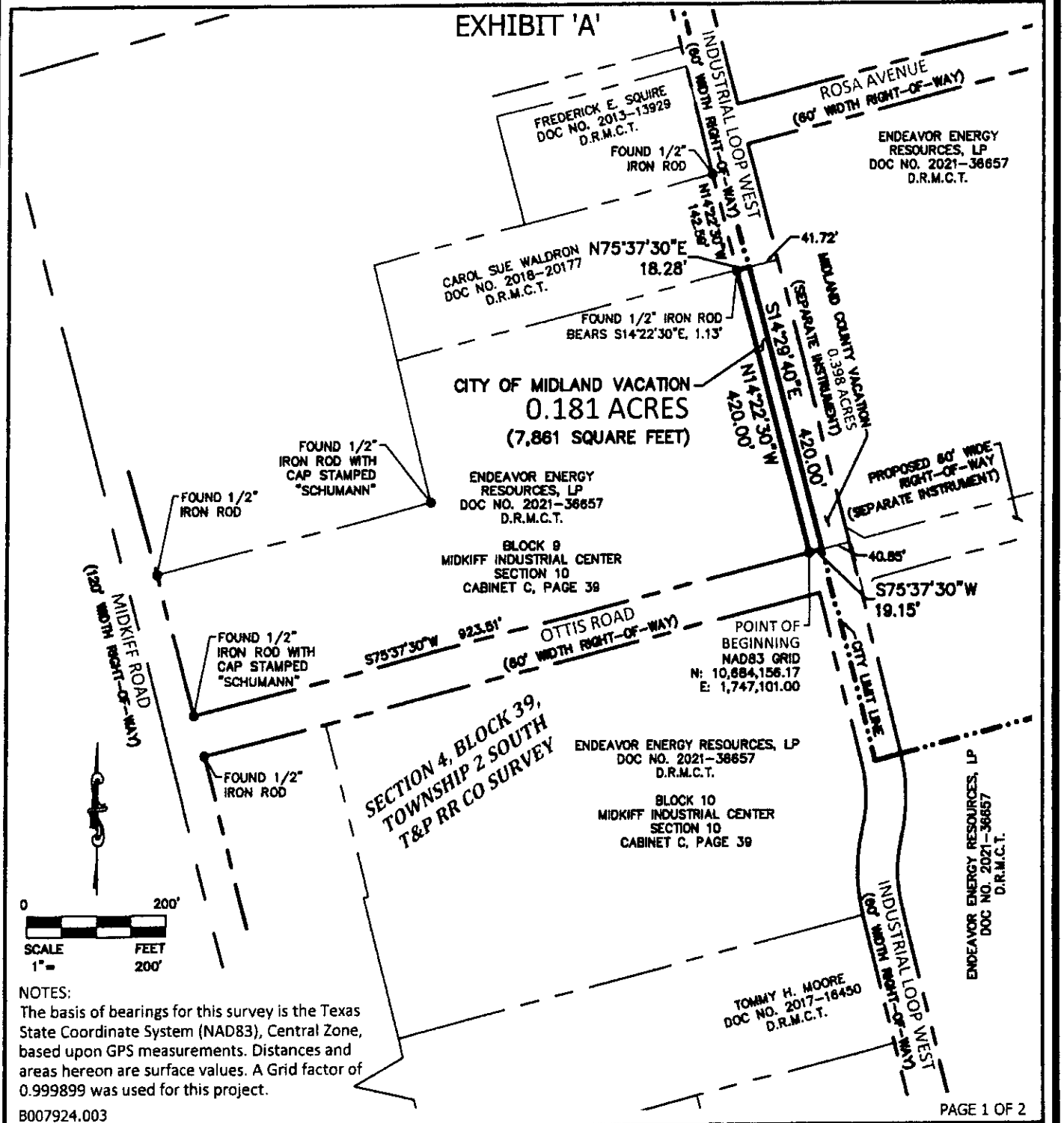
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

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

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

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

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 FILEPATH: G:\Production4000\007900\7924\003\Survey\Drawings\B007924 003 ROW Vacation (Industrial Loop 1-City).dwg

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 — Date
Registered Professional Land Surveyor
Texas Registration No. 6765

B007924.003

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

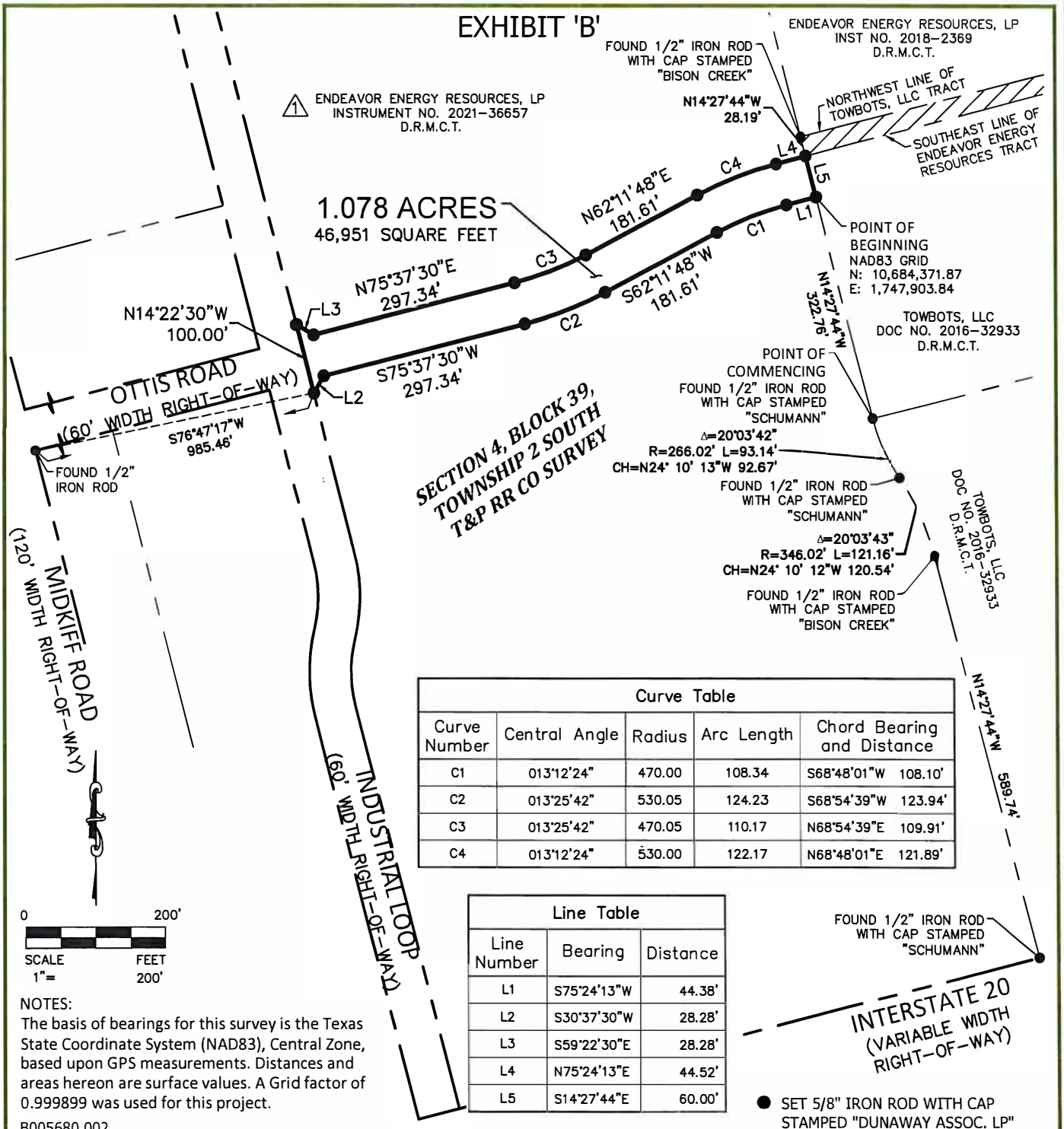
STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

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 FILEPATH: G:\Production4000\007900\7924\003\Survey\Drawings\B007924.003 ROW Vacation (Industrial Loop 1-City).dwg

EXHIBIT 'B'



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

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR

RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

EXHIBIT 'B'

1

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;

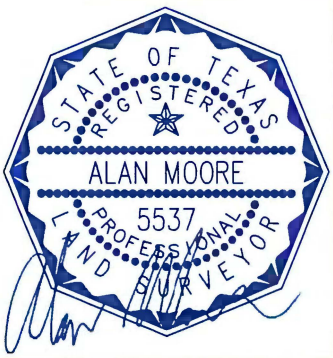
(1) THENCE South 75 degrees 24 minutes 13 seconds West, departing said common line, crossing said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.38 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" 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-feet 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

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

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
1	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

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR

RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

MIDLAND
Planning Division

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.com	
Address 300 N Loraine (Owner) 4000 N Big Spring St. Ste. 101 (Agent)	City Midland Midland		State 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: 0.181 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 "Induatrial 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): Angel Ruiz	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: Angelina Betancourt Date: 9/9/25

RECEIVED
SEP 09 2025
Initial: AB

****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 — Date
Registered Professional Land Surveyor
Texas Registration No. 6765

B007924.003

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

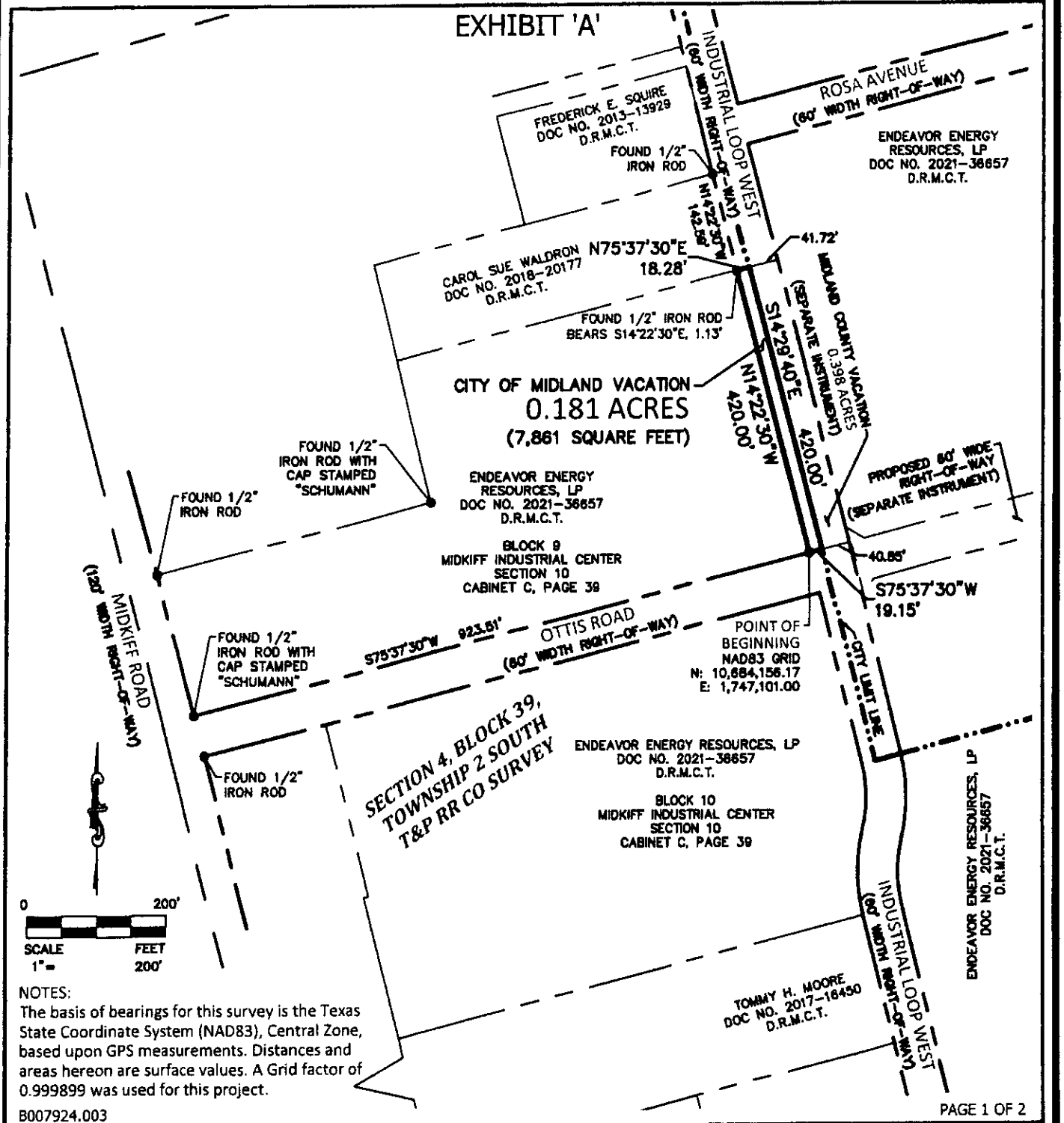
STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

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 FILEPATH: G:\Production4000\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.

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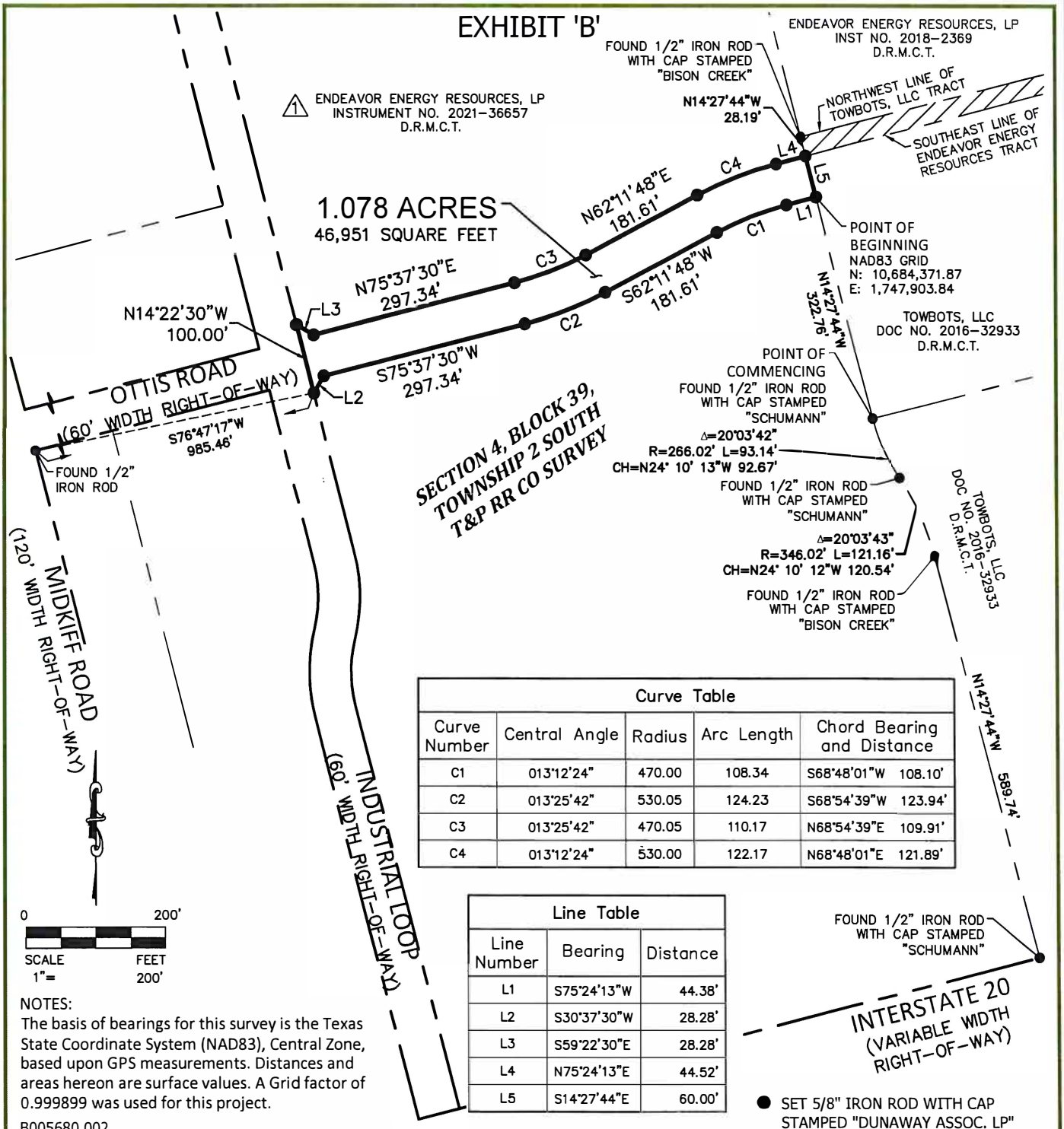
STATE OF TEXAS
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INDUSTRIAL LOOP WEST
RIGHT-OF-WAY VACATION
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ENDEAVOR ENERGY RESOURCES
0.181 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, March 31, 2022 AT: 1:18 PM FILEPATH: G:\Production4000\007900\7924\003\Survey\Drawings\B007924 003 ROW Vacation (Industrial Loop 1-City).dwg

EXHIBIT 'B'



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

● SET 5/8" IRON ROD WITH CAP STAMPED "DUNAWAY ASSOC. LP"

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

STATE OF TEXAS
REGISTERED
ALAN MOORE
5537
PROFESSIONAL
LAND SURVEYOR

RIGHT-OF-WAY PARCEL

ENDEAVOR ENERGY RESOURCES
1.078 ACRES

CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

EXHIBIT 'B'

⚠1

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;

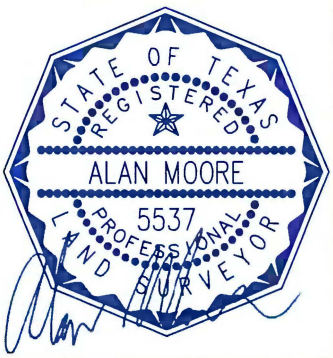
(1) THENCE South 75 degrees 24 minutes 13 seconds West, departing said common line, crossing said Endeavor Energy Resources, LP tract along said southeasterly line of a proposed 60-foot wide roadway right-of-way, a distance of 44.38 feet to a 5/8-inch set iron rod with cap stamped "DUNAWAY ASSOC. LP" 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-feet 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

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg

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
1	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

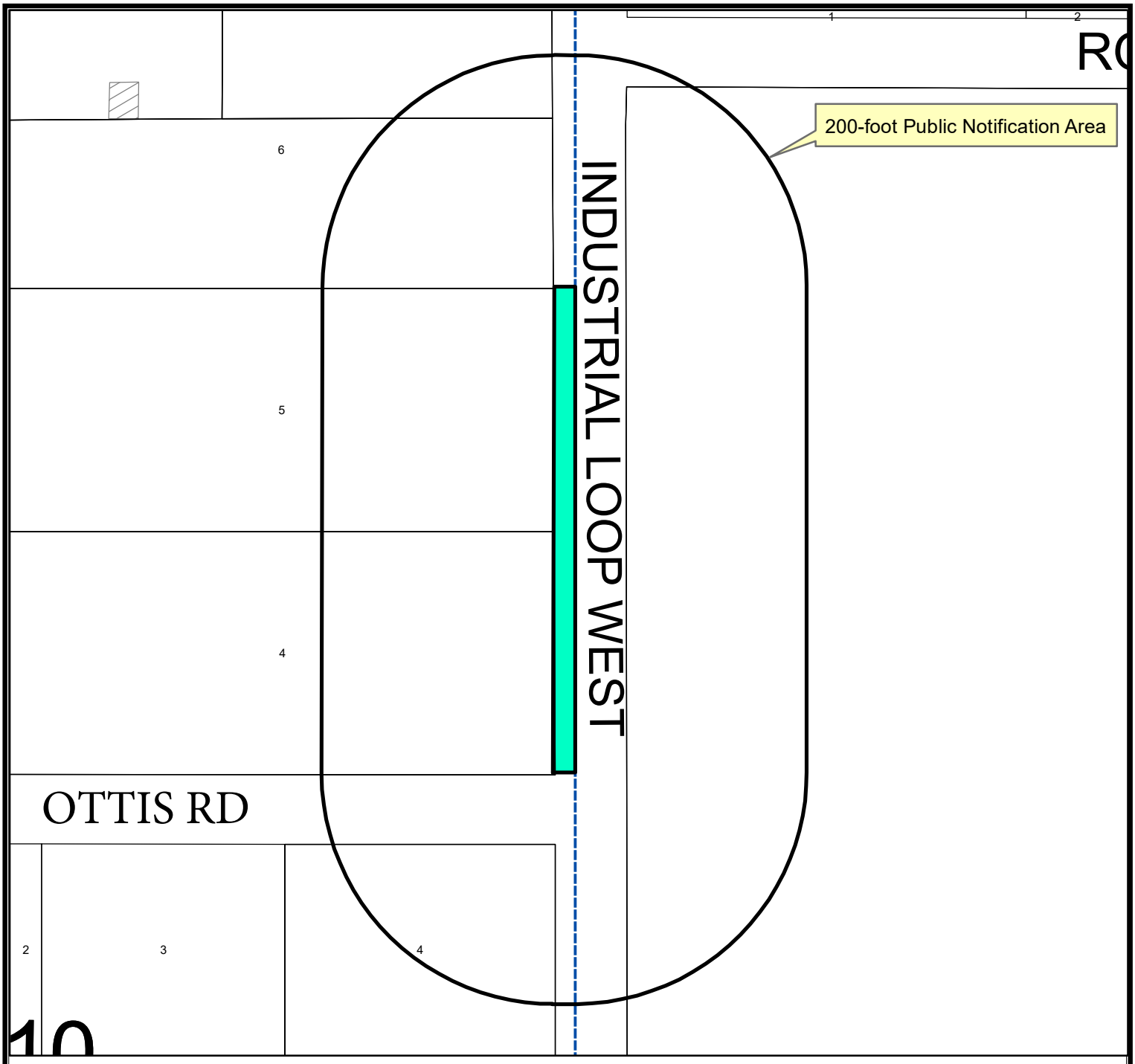
STATE OF TEXAS
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LAND SURVEYOR

RIGHT-OF-WAY PARCEL

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1.078 ACRES

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MIDLAND COUNTY, TEXAS

PLOTTED BY: Adam Shaw ON: Wednesday, April 19, 2023 AT: 6:12 AM FILEPATH: G:\Production4000\005600\5680\002\Survey\Drawings\B005680.002 Endeavor Energy parcel.dwg



Location Map

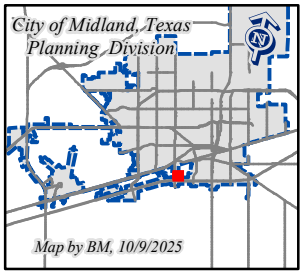
V-25-0072 **Scale: 1" = 123'**

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



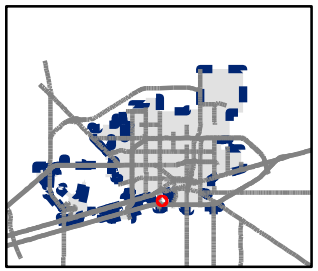
©THE CITY OF MIDLAND - 2021

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

RD



Map by BM, 10/9/2025

V-25-0072

Scale: 1" = 78'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS MAP

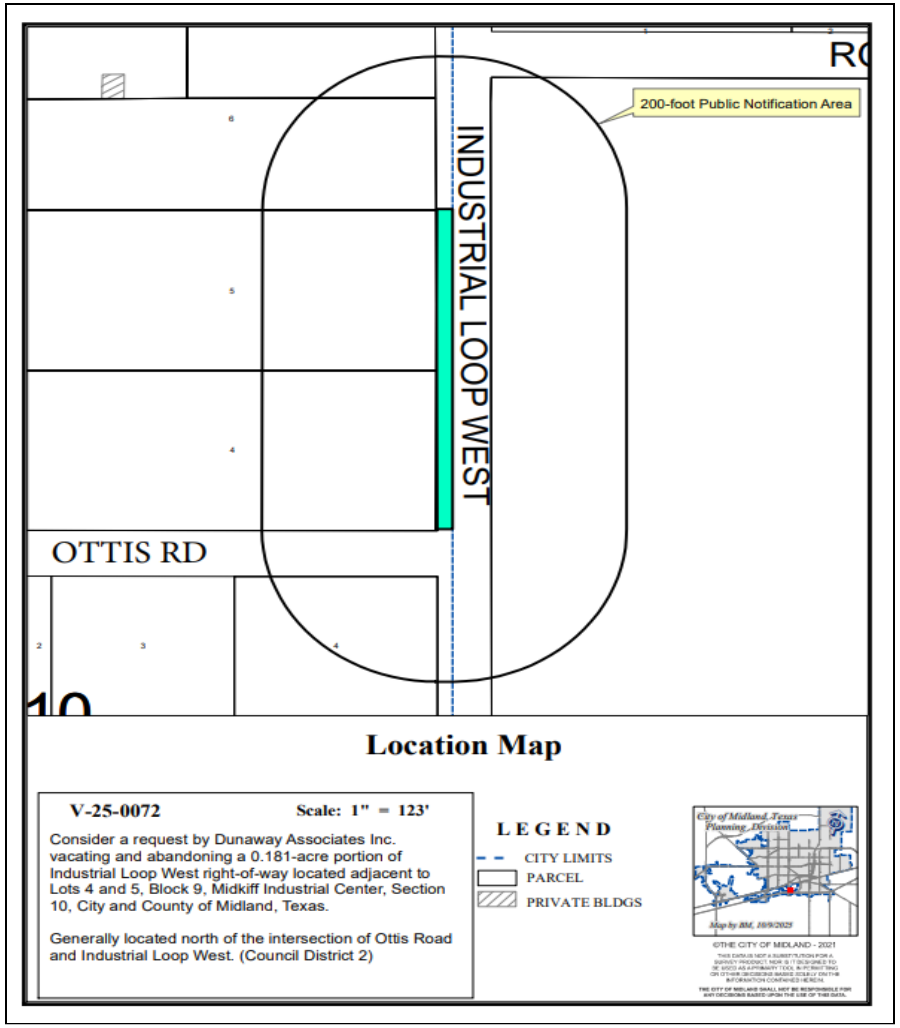

INDUSTRIAL LOOP WEST




MIDLAND
Be the Energy!
VACATION
INDUSTRIAL LOOP WEST (NORTH)
Visit Our Website
MIDLANDTEXAS.GOV

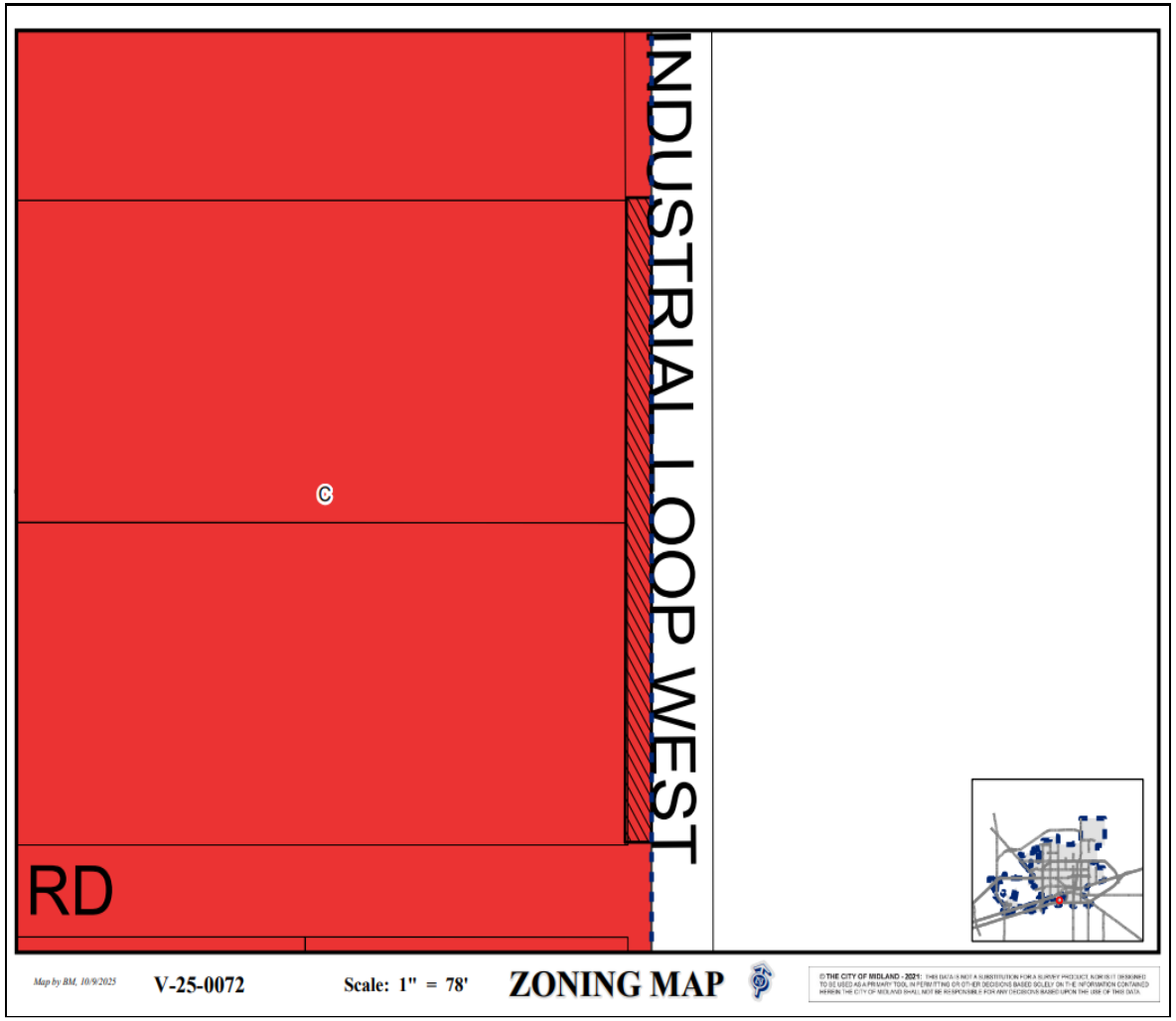
APPLICATION SUMMARY

- **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



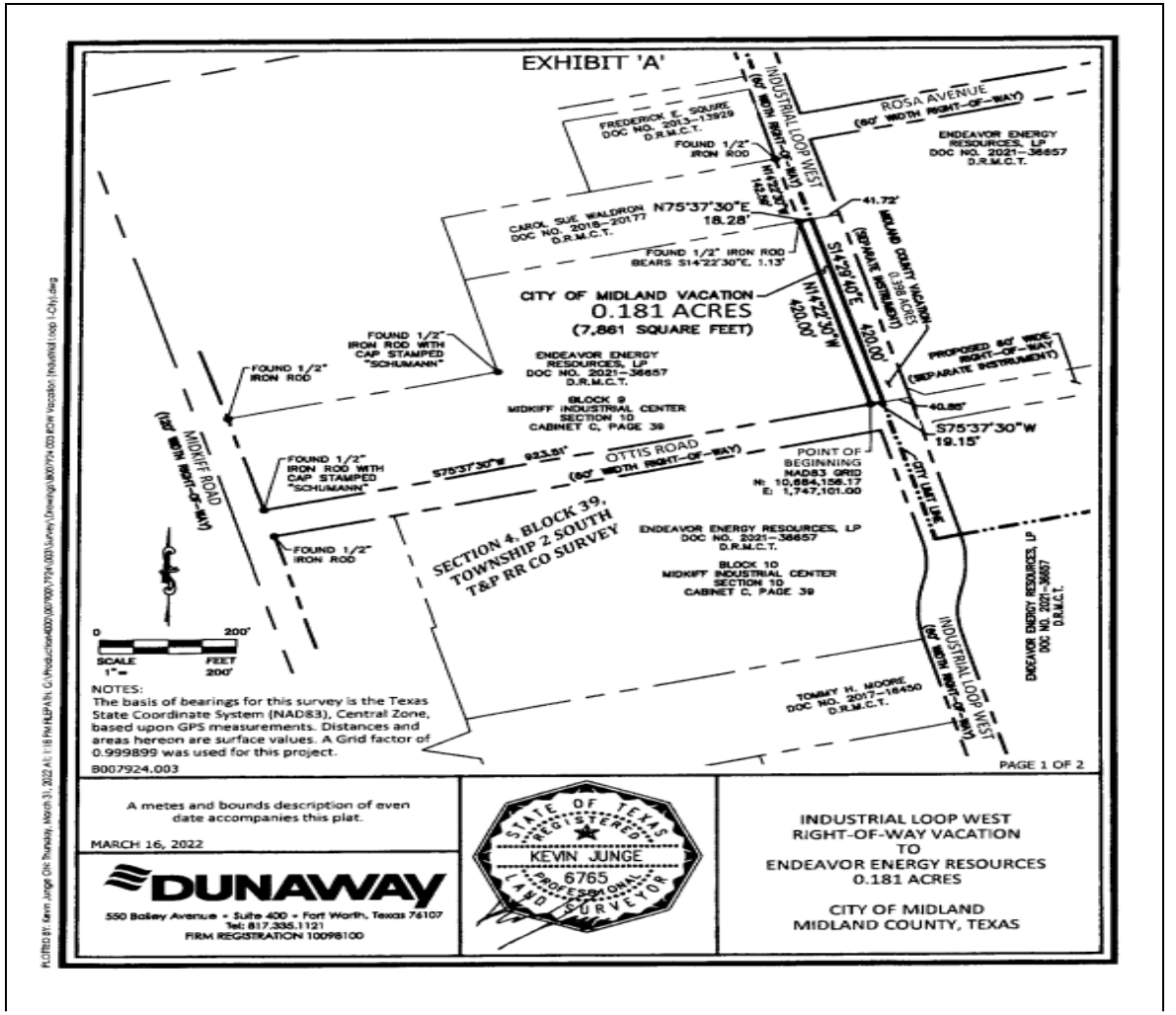
ZONING

- **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



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Undeveloped Right-of-Way
- **Surrounding Uses:**
  - **North/South/East/West:** Vacant Land



MIDLAND
Be the Energy!



On Industrial Loop West, Looking North

6

MIDLAND
Be the Energy!

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: 27.
Meeting Date: February 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.533-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1 THROUGH 6, BLOCK 125, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ALONG SOUTH ATLANTA STREET BETWEEN EAST WASHINGTON AVENUE AND EAST NEW YORK AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $46,450.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:

Maverick Engineering, on behalf of Common Unity Church, is requesting to vacate a 0.533-acre portion of South Atlanta Street in order to develop a church on the right-of-way that is not being utilized.

Recommended Action:
Approve

Fiscal Impact:

The appraised value of the right-of-way is $46,450.00.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The approximated area that will be vacated is 23,225 square feet (0.533-acres). The 0.533-acres is currently an unused portion of right-of-way referred to as South Atlanta Street. Vacating this right-of-way will not affect the public welfare in any manner. The property owner plans to develop a church on this portion of unused right-of-way.

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No Oil & Gas issues

Building Code: (Approved)

No Objections

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. Currently, there is a wastewater main located within the R.O.W. that that the applicant is requesting to be vacated. [For Applicant's Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments

AT&T: (Approved)

No issues for AT&T in that area.

Atmos: (Approved)

We currently have no active lines or facilities located within the right of way proposed to be vacated.

Astound: (Approved)

Astound is clear in this area.

Oncor: (Approved)

Oncor Electric Delivery Company, LLC, has no objection to the abandonment of a described right-of-way at the aforementioned property as long as the anticipated city ordinance contains section 3 language retaining the abandoned right-of-way as a utility easement.

Optimum: (Approved)

Optimum is good with the request to vacate.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Staff recommends approval of the vacation of a 0.533-acre, portion of South Atlanta Street subject to the following conditions.

Conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $46,450.00; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

Letters of Objection:

As of February 13, 2026, staff has not received any letters of objection to this request.

Attachments:

A. ORDINANCE W EXH - V-25-0069, S Atlanta St, Blk 125, Southern Addn Ord w Exh
B. V-25-0069, Combined Documents
C. CC - - South Atlanta Street (South) Vacation

Britton Murry, Development Services	Created/Initiated - 2/12/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Linda Ochoa, Legal	Approved - 2/14/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Kathy Rauda, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

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

WHEREAS, it has been determined by the Midland City Council that a 0.533-acre portion of South Atlanta Street right-of-way located adjacent to Lots 1 through 6, Block 125, Southern Addition, City and County of Midland, Texas, as described in Exhibit A attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, the Property is land described by Section 272.001(b) of the Texas Local Government Code; and

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that the notice and bidding requirements of Section 272.001(a) that generally apply to a political subdivision's conveyance, sale, or exchange of land or real property interests owned by the political subdivision do not apply to:

A. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

B. streets or alleys, owned in fee or used by easement;

C. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

D. land that the political subdivision wants to have developed by contract with an independent foundation;

E. a real property interest conveyed to a governmental entity that has the power of eminent domain;

F. a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

G. a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999; and

WHEREAS, the land and those interests described by Section 272.001(b) of the Texas Local Government Code may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, an application for vacating the Property has been received by the City from one or more abutting fee simple property owner(s); and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes; provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $46,450.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

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 receipt of the sum set forth 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:

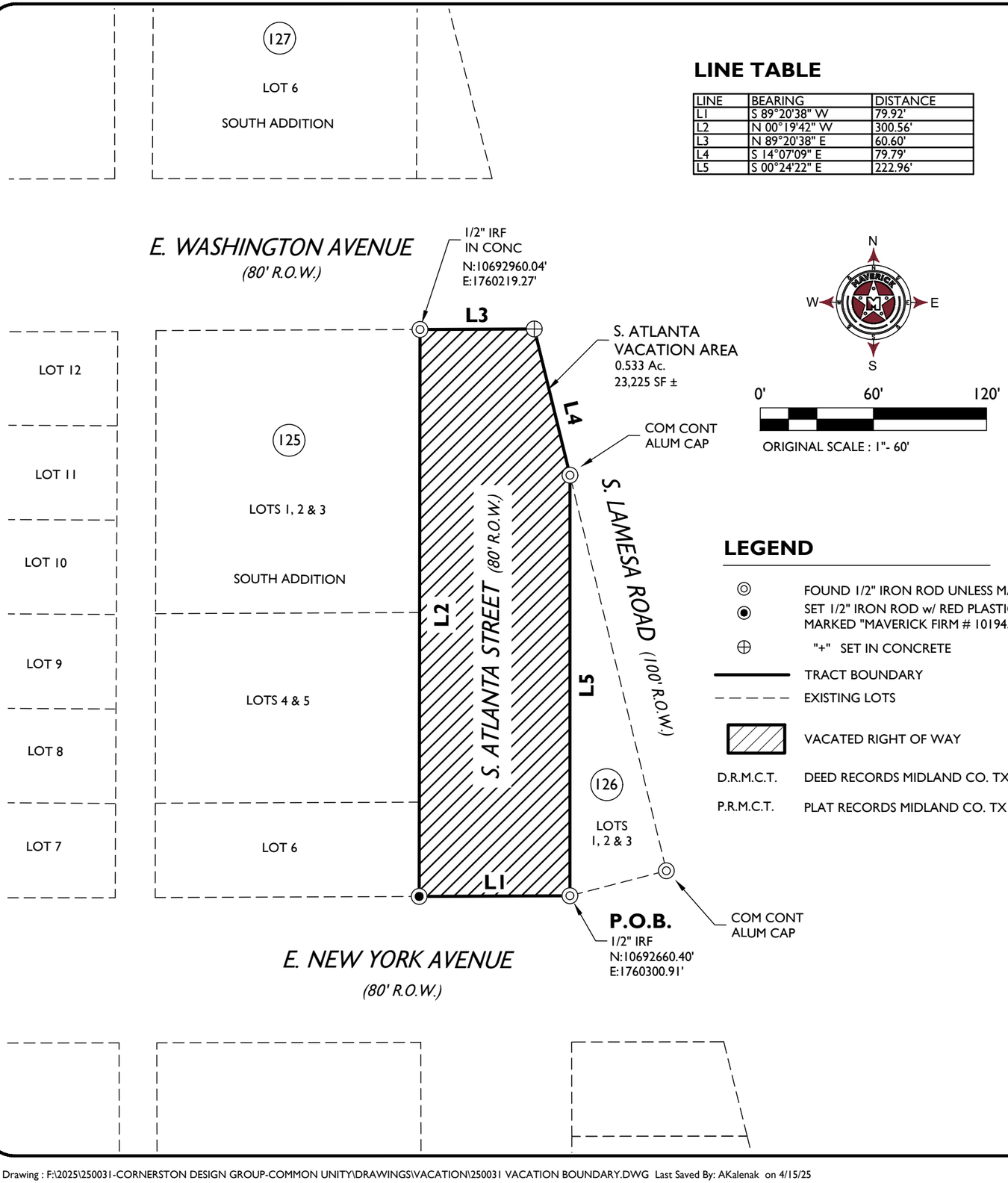
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

"EXHIBIT A"

OF A 0.533 ACRE TRACT OF LAND SITUATED IN
SECTION 35, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, MIDLAND COUNTY, TEXAS,
FOR THE ABANDONMENT OF A PORTION OF SOUTH ATLANTA STREET
AS DEPICTED ON THE PLAT OF SOUTHERN ADDITION,
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°20'38" W	79.92'
L2	N 00°19'42" W	300.56'
L3	N 89°20'38" E	60.60'
L4	S 14°07'09" E	79.79'
L5	S 00°24'22" E	222.96'

LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
◉	SET 1/2" IRON ROD w/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
⊕	"+" SET IN CONCRETE
———	TRACT BOUNDARY
- - - - -	EXISTING LOTS
▨	VACATED RIGHT OF WAY
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX

LEGAL DESCRIPTION

FIELD NOTES DESCRIPTION OF A 0.533 ACRE TRACT OF LAND, SITUATED IN SECTION 35, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, MIDLAND COUNTY, TEXAS, FOR THE ABANDONMENT OF A PORTION OF 80 FOOT SOUTH ATLANTA STREET AS DEPICTED ON THE PLAT OF SOUTHERN ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

***BEGINNING** AT N(y):10692660.40 FEET, E(x):1760300.91 FEET AT A ONE HALF INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 126, IN SAID SOUTHERN ADDITION, FOR THE SOUTHEAST CORNER OF THIS TRACT IN THE NORTH LINE OF EAST NEW YORK AVENUE ;*

***THENCE** S 89°20'38" W, A DISTANCE OF 79.92 FEET ALONG THE NORTH LINE OF SAID NEW YORK AVENUE TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" (RPC) SET FOR THE SOUTHWEST CORNER OF THIS TRACT ;*

***THENCE** N 00°19'42" W, A DISTANCE OF 300.56 FEET TO A ONE HALF INCH IRON ROD IN CONCRETE FOUND ON THE SOUTH LINE OF EAST WASHINGTON AVENUE FOR THE NORTHWEST CORNER OF THIS TRACT;*

***THENCE** N 89°20'38" E A DISTANCE OF 60.60 FEET ALONG THE SOUTH LINE OF SAID EAST WASHINGTON AVENUE TO A "+" MARKED IN CONCRETE FOR THE NORTH NORTH EAST CORNER OF THIS TRACT AT THE INTERSECTION OF EAST WASHINGTON AVENUE AND SOUTH LAMESA ROAD;*

***THENCE** S 14°07'09" E, A DISTANCE OF 79.79 FEET ALONG THE WEST RIGHT OF WAY OF SOUTH LAMESA ROAD TO A "COM CONTROL" ALUMINUM CAP FOR THE EAST NORTHEAST CORNER OF THIS TRACT ;*

***THENCE** S 00°24'22" E, A DISTANCE OF 222.96 FEET ALONG THE OLD EAST RIGHT OF WAY OF SOUTH ATLANTA STREET TO THE **POINT OF BEGINNING** CONTAINING 0.533 ACRES OR 23,225.4 SQUARE FEET,*

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356 APRIL 15, 2025

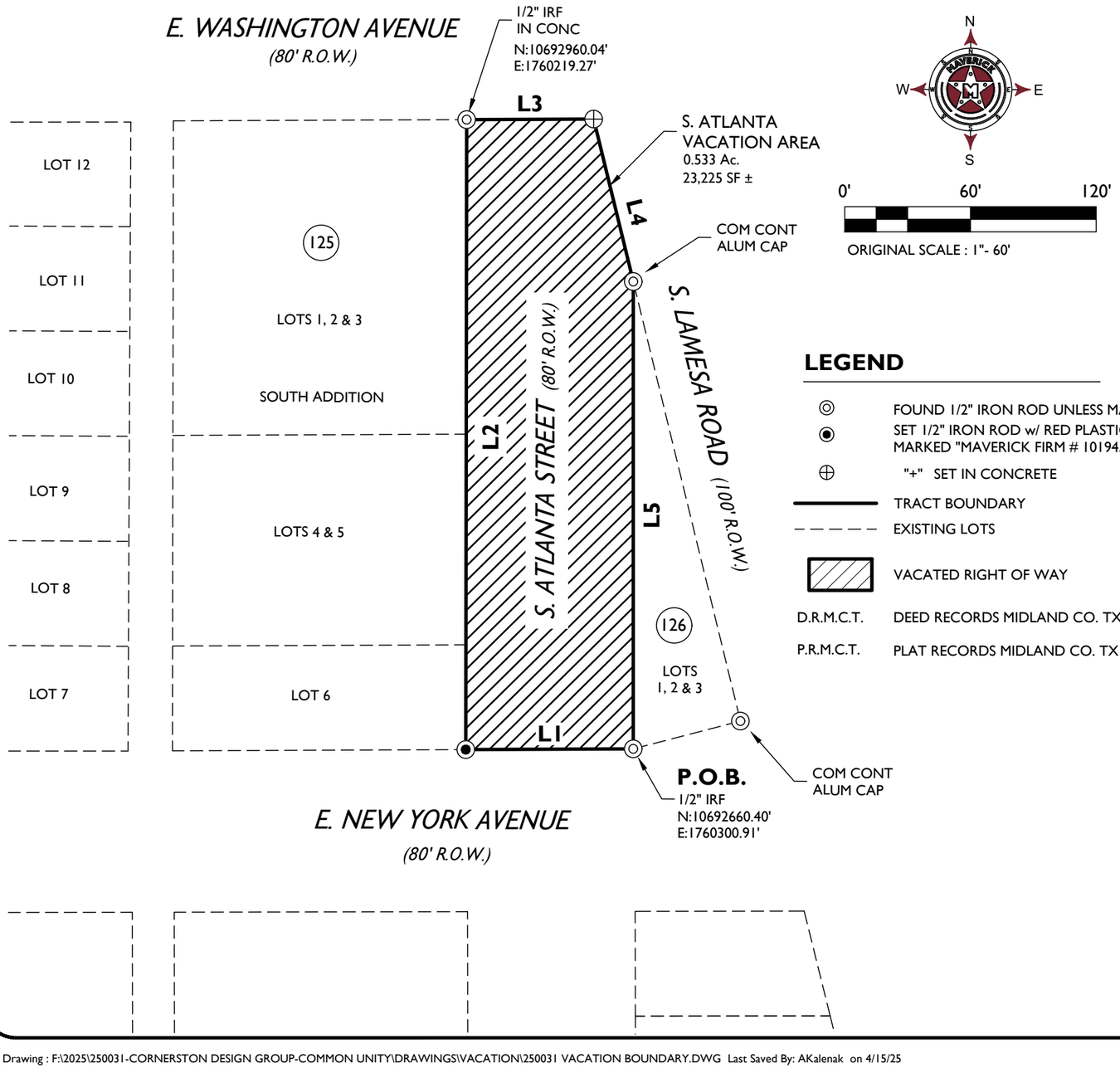
STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
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Drawing : F:\2025\250031-CORNERSTON DESIGN GROUP-COMMON UNITY\DRAWINGS\VACATION\250031 VACATION BOUNDARY.DWG Last Saved By: AKalenak on 4/15/25

"EXHIBIT A"

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SECTION 35, BLOCK 39, T-1-S, T.&P. RY Co. SURVEY, MIDLAND COUNTY, TEXAS,
FOR THE ABANDONMENT OF A PORTION OF SOUTH ATLANTA STREET
AS DEPICTED ON THE PLAT OF SOUTHERN ADDITION,
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°20'38" W	79.92'
L2	N 00°19'42" W	300.56'
L3	N 89°20'38" E	60.60'
L4	S 14°07'09" E	79.79'
L5	S 00°24'22" E	222.96'

LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
◉	SET 1/2" IRON ROD w/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
⊕	"+" SET IN CONCRETE
———	TRACT BOUNDARY
- - - - -	EXISTING LOTS
▨	VACATED RIGHT OF WAY
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX

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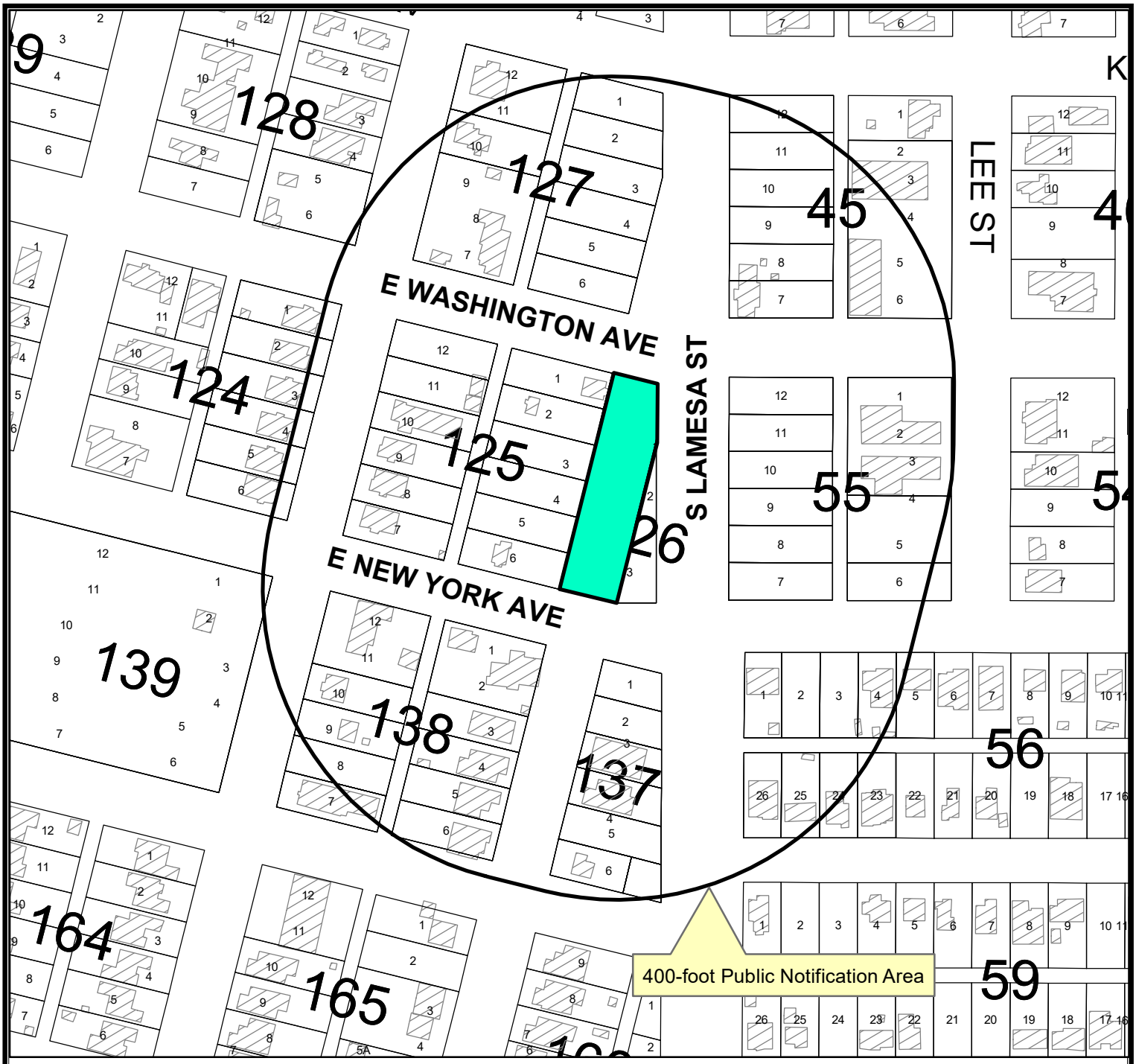
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Location Map

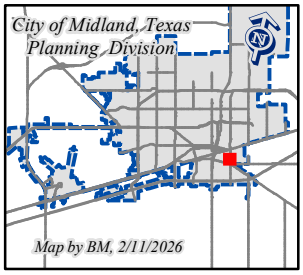
V-25-0069 **Scale: 1" = 154'**

Consider a request by Maverick Engineering, on behalf of Common Unity Church, vacating and abandoning a 0.533-acre portion of South Atlanta Street right-of-way located adjacent to Lots 1 through 6, Block 125, Southern Addition, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of East Washington Avenue and South Lamesa Road. (District 2)

LEGEND

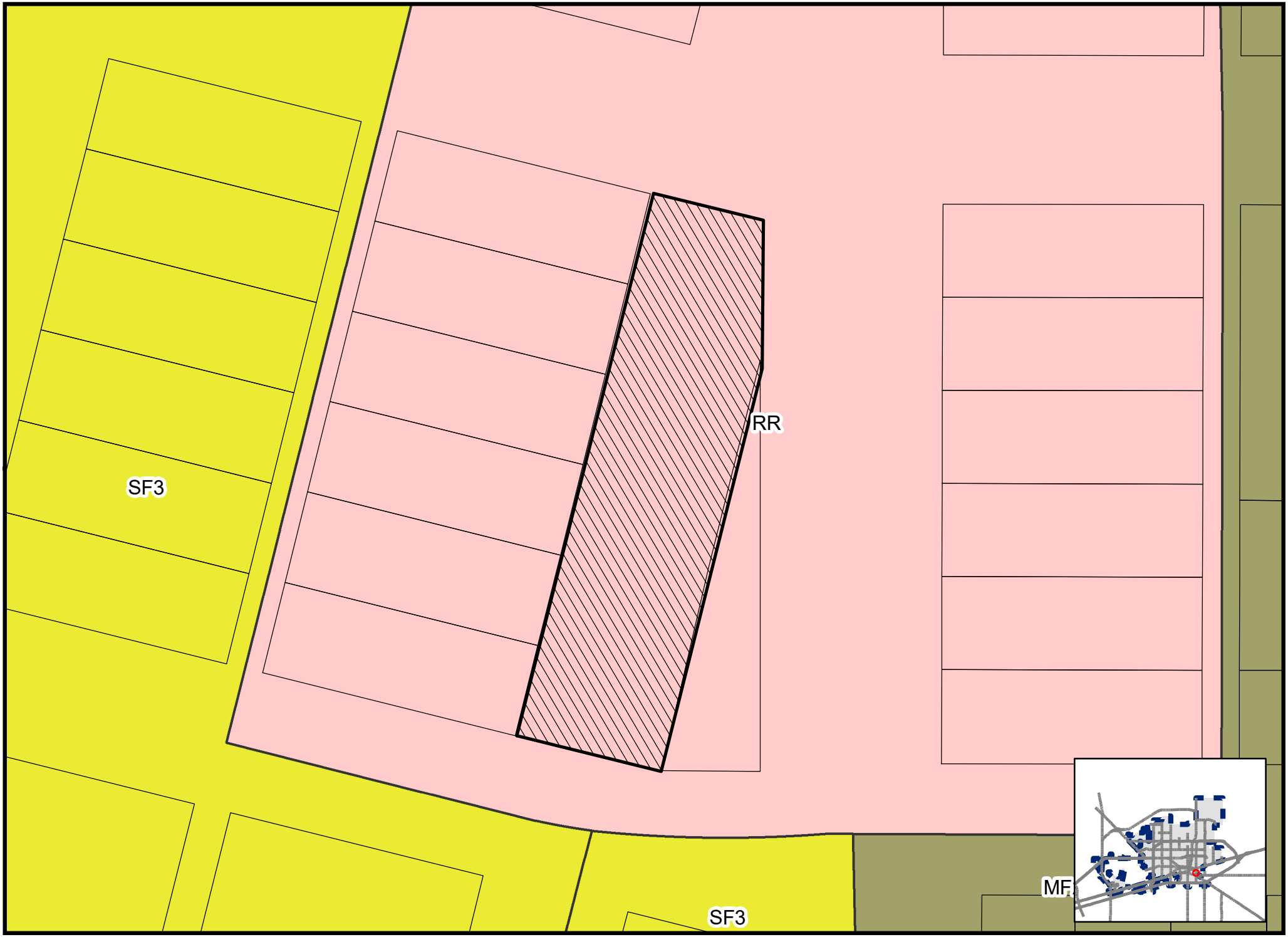
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 1/29/2026

V-25-0069

Scale: 1" = 65'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY THE USER OF THIS MAP.

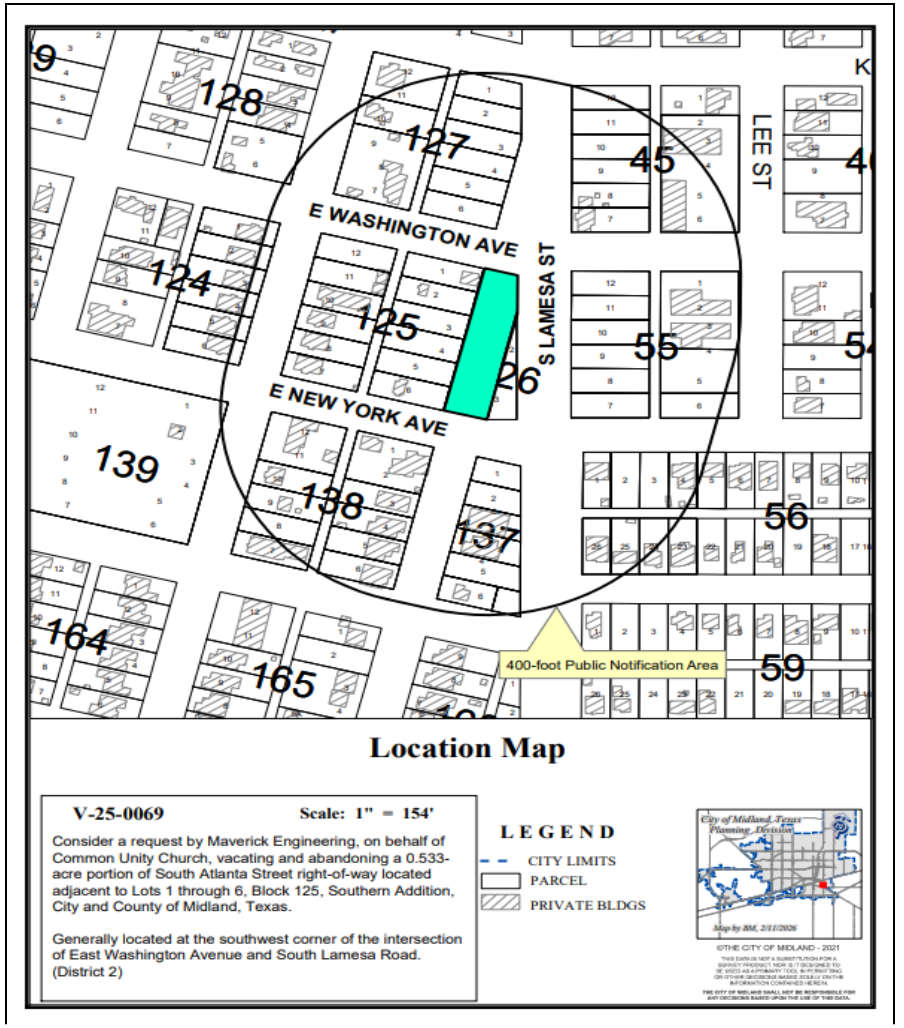





MIDLAND
Be the Energy!
VACATION
SOUTH ATLANTA STREET (SOUTH)
Visit Our Website
MIDLANDTEXAS.GOV

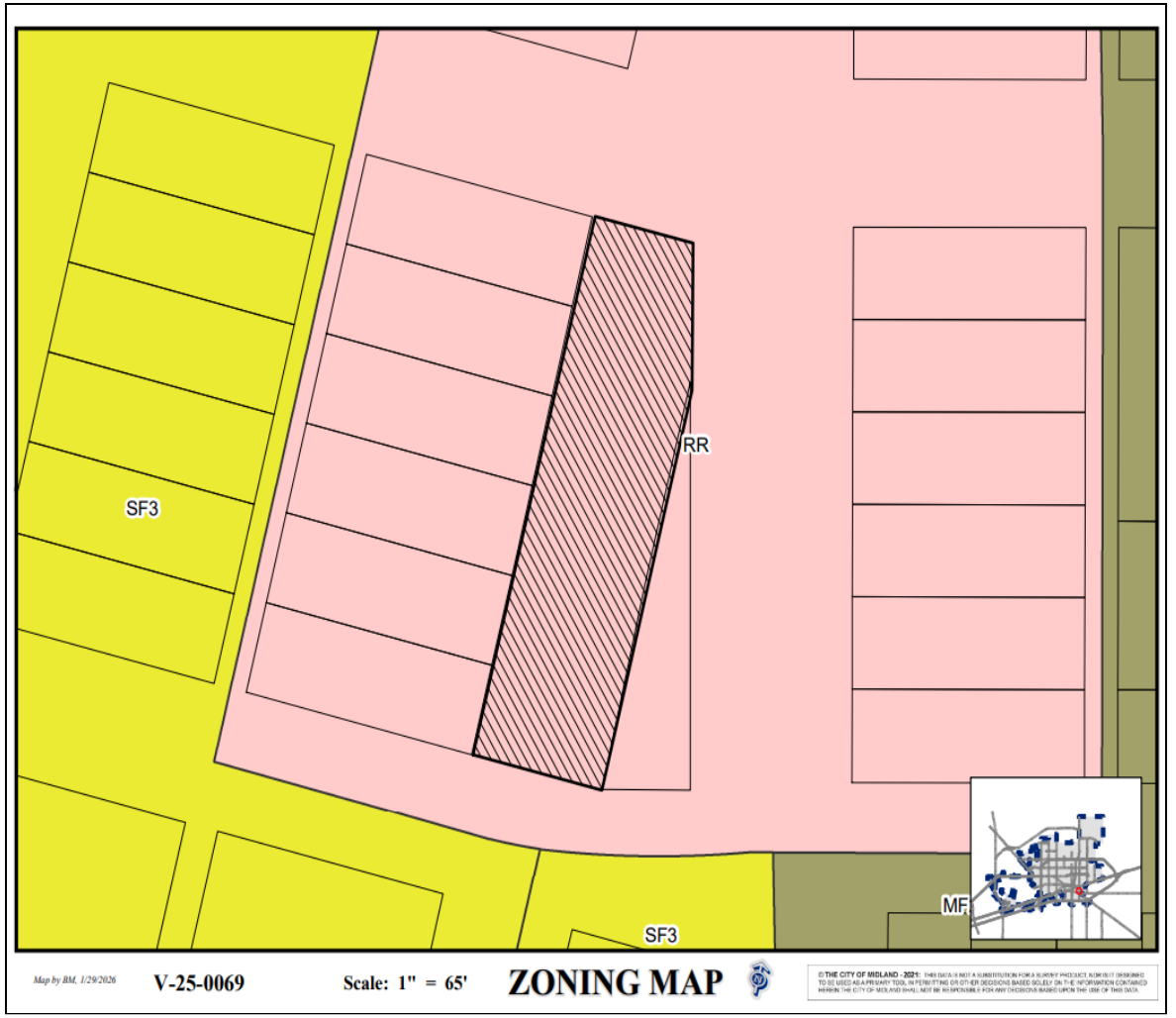
APPLICATION SUMMARY

- **Applicant/Representative:** Andrew Mellen, with Maverick Engineering
- **Location:** Generally located along South Atlanta Street, between East Washington Avenue and East New York Avenue. (Council District 2)
- **Reason for Request:** For the development of a church on unutilized right-of-way



ZONING

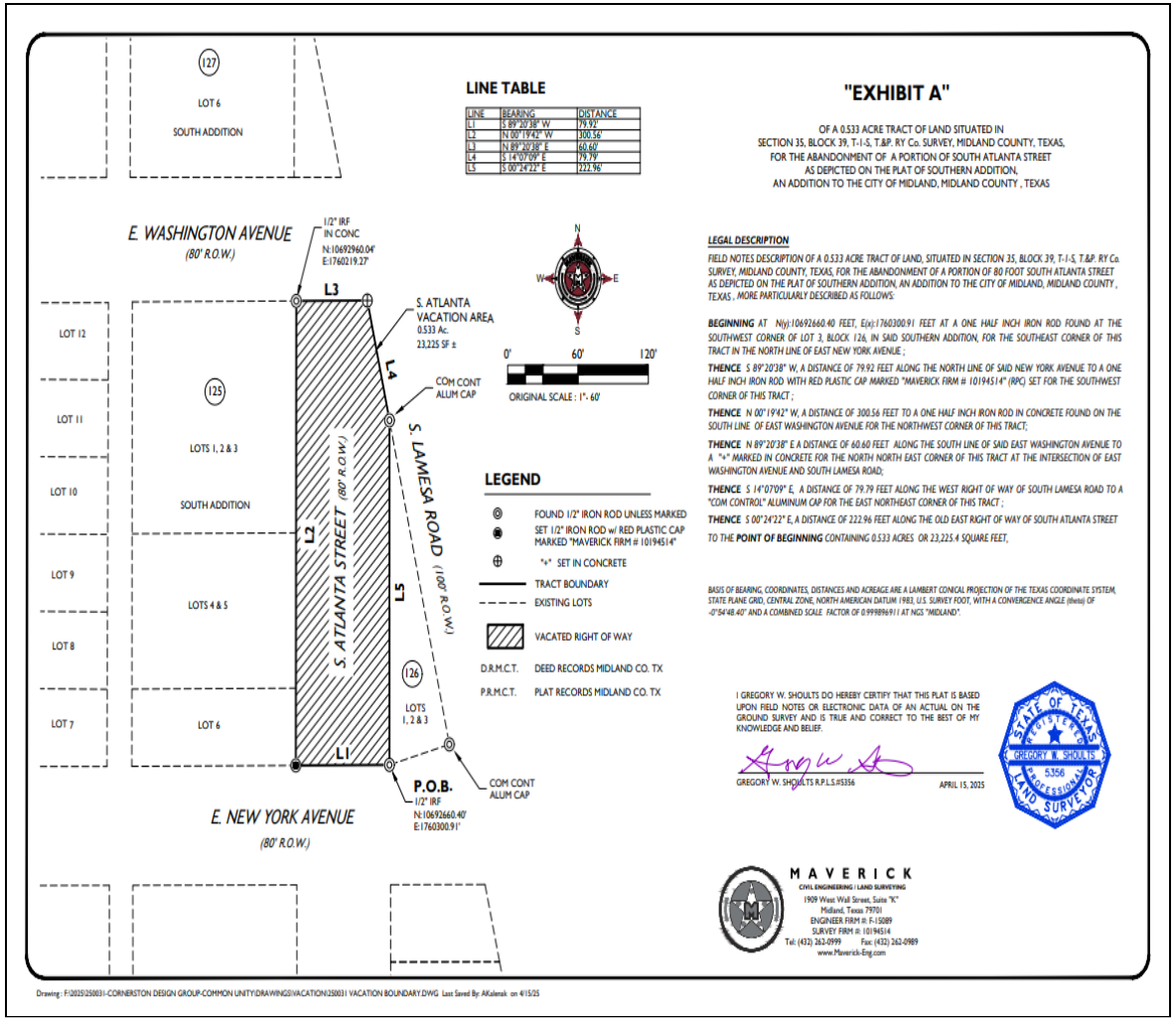
- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/South/East/West:** RR, Regional Retail District



MIDLAND
Be the Energy!

DETAILS OF REQUEST

- **Property Owner:** City of Midland
- This portion includes 0.533-acres of undeveloped right-of-way



LAND USE

- **Current Use:** Undeveloped Right-of-Way
- **Surrounding Uses:**
  - **North/East:** Vacant Land
  - **West:** Vacant Lots, Church, and Single-Family Housing
  - **South:** Single-Family Housing



MIDLAND
Be the Energy!



On East Washington Avenue, Looking South

STAFF'S RECOMMENDATION

- Staff recommends approval of this request with the following conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $46,450.00; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.



MISSION

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



City Council Meeting

Item Number: 28.
Meeting Date: February 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.071-ACRE PORTION OF SOUTH ATLANTA STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 4, 5, AND 6, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST WASHINGTON AVENUE AND SOUTH LAMESA ROAD) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $6,230.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:

Maverick Engineering, on behalf of Common Unity Church, is requesting to vacate a 0.071-acre portion of South Atlanta Street in order to develop a church on the right-of-way that is not being utilized.

Recommended Action:
Approve

Fiscal Impact:

The appraised value of the right-of-way is $6,230.00.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The approximated area that will be vacated is 3,115 square feet (0.071-acres). The 0.071-acres is currently an unused portion of right-of-way referred to as South Atlanta Street. Vacating this right-of-way will not affect the public welfare in any manner. The property owner plans to develop a church on this portion of unused right-of-way.

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No Oil & Gas issues

Building Code: (Approved)

No Objections

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments

AT&T: (Approved)

No issues for AT&T in that area.

Atmos: (Approved)

Atmos Energy has no objection to the above-referenced changes to Atlanta Street located in the City of Midland. We currently have no active lines or facilities located within the right of way proposed to be vacated.

Astound: (Approved)

Astound is clear in this area. We approve.

Oncor: (Approved)

After reviewing the area, it does show that Oncor has active facilities in the area to be vacated. We agree to the vacation as long as the area is retained as a UE or the line is relocated (Cost would fall on the person requesting the relocation).

Optimum: (Approved)

We have an aerial plant going east and west on the poles north of New York Avenue. If the poles are not being removed, we approve.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Staff recommends approval of the vacation of a 0.071-acre, portion of South Atlanta Street subject to the following conditions.

Conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $6,230.00; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

Letters of Objection:

As of February 13, 2026, staff has not received any letters of objection to this request.

Attachments:

A. ORDINANCE W EXH - V-25-0073, S Atlanta St, Blk 127, Southern Addn Ord w Exh
B. V-25-0073, Combined Documents
C. CC - - South Atlanta Street (North) Vacation

Britton Murry, Development Services	Created/Initiated - 2/12/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

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

WHEREAS, it has been determined by the Midland City Council that a 0.071-acre portion of South Atlanta Street right-of-way located adjacent to Lots 4, 5, And 6, Block 127, Southern Addition, City and County of Midland, Texas, as described in Exhibit A attached hereto and made a part hereof for all legal purposes (the "Property"), is no longer needed for public use; and

WHEREAS, the Property is land described by Section 272.001(b) of the Texas Local Government Code; and

WHEREAS, Section 272.001(b) of the Texas Local Government Code provides that the notice and bidding requirements of Section 272.001(a) that generally apply to a political subdivision's conveyance, sale, or exchange of land or real property interests owned by the political subdivision do not apply to:

A. narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances;

B. streets or alleys, owned in fee or used by easement;

C. land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash;

D. land that the political subdivision wants to have developed by contract with an independent foundation;

E. a real property interest conveyed to a governmental entity that has the power of eminent domain;

F. a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or

G. a property interest owned by a defense base development authority established under Chapter 378, Local Government Code, as added by Chapter 1221, Acts of the 76th Legislature, Regular Session, 1999; and

WHEREAS, the land and those interests described by Section 272.001(b) of the Texas Local Government Code may not be conveyed, sold, or exchanged for less than the fair market value of the land or interest unless the conveyance, sale, or exchange is with one or more abutting property owners who own the underlying fee simple; and

WHEREAS, an application for vacating the Property has been received by the City from one or more abutting fee simple property owner(s); and

WHEREAS, the Council finds it to be in the public interest to vacate and abandon the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes; provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $6,230.00; and

B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

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 receipt of the sum set forth 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:

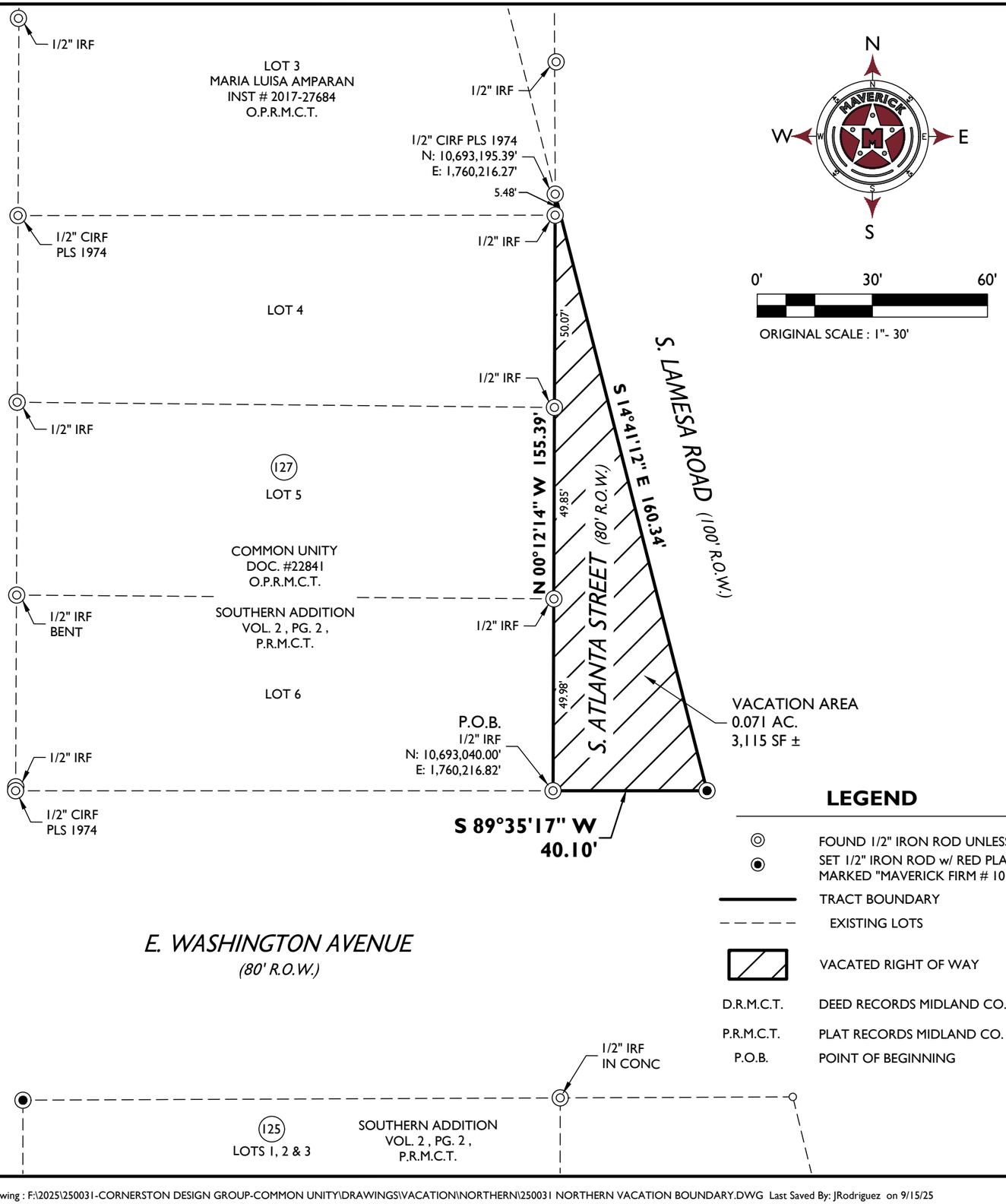
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



0' 30' 60'

ORIGINAL SCALE : 1"- 30'

LEGEND

◎	FOUND 1/2" IRON ROD UNLESS MARKED
◉	SET 1/2" IRON ROD w/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
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P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
P.O.B.	POINT OF BEGINNING

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BEGINNING *AT N.(Y):10693040.00, E.(X):1760216.82, A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 127 OF SAID SOUTHERN ADDITION FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *N.00°12'14"W., ALONG SAID BLOCK 127, BEING THE WEST LINE OF SAID SOUTH ATLANTA STREET, 155.39 FEET TO A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND ON THE SOUTHWEST RIGHT OF WAY OF LAMESA ROAD IN THE EAST LINE OF LOT 3, SAID BLOCK 127 FOR THE NORTH CORNER HEREOF;*

THENCE *S.14°41'12"E., ALONG SAID LAMESA ROAD, 160.34 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" SET IN THE NORTH RIGHT OF WAY LINE OF EAST WASHINGTON AVENUE FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *S.89°35'17"W., ALONG SAID EAST WASHINGTON AVENUE, 40.10 FEET TO THE POINT OF BEGINNING CONTAINING 3115 SQUARE FEET OR 0.071 ACRE OF LAND.*

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".

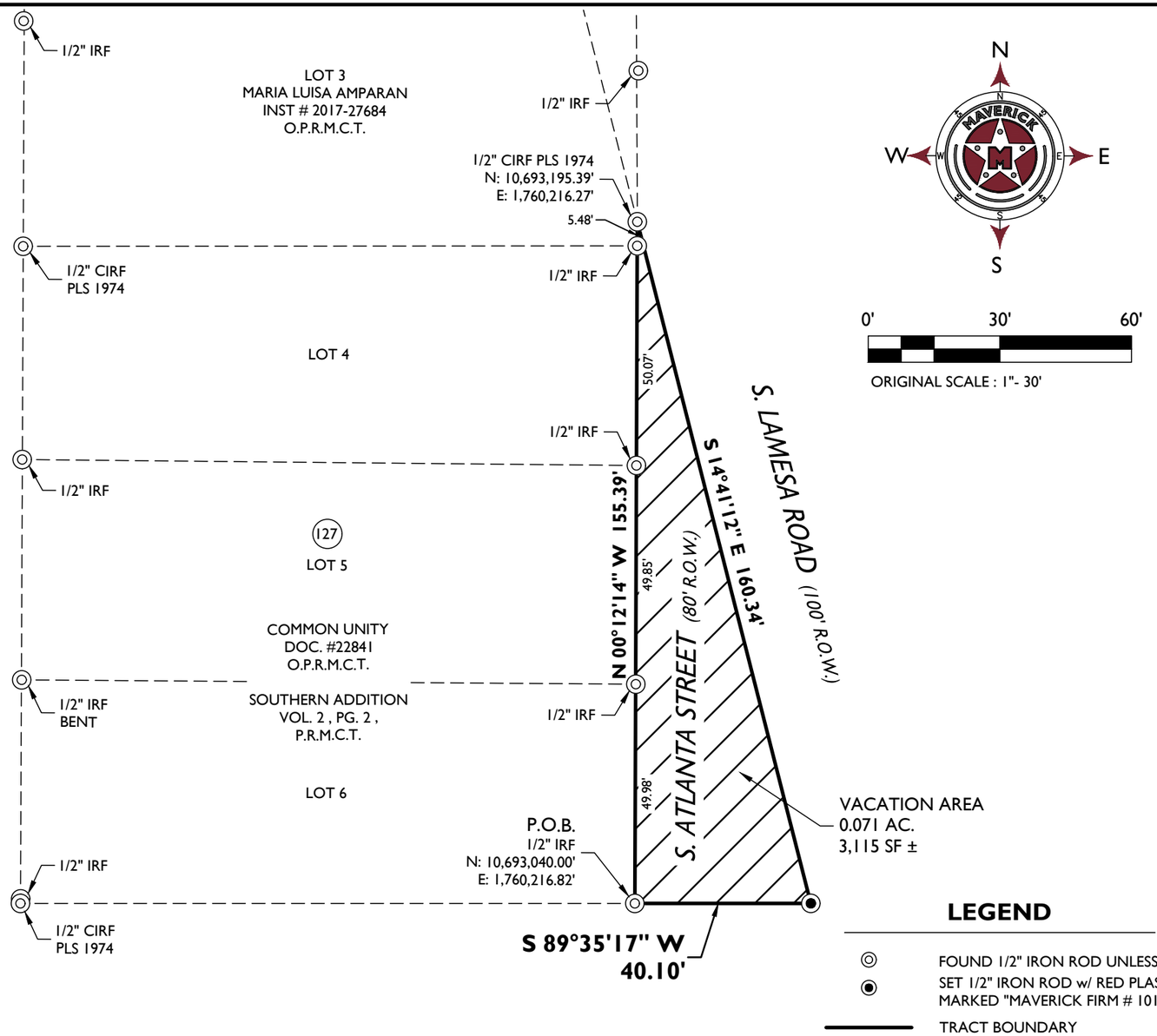
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AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY , TEXAS



0' 30' 60'

ORIGINAL SCALE : 1"- 30'

LEGEND

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◉	SET 1/2" IRON ROD w/ RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514"
———	TRACT BOUNDARY
- - - - -	EXISTING LOTS
▨	VACATED RIGHT OF WAY
D.R.M.C.T.	DEED RECORDS MIDLAND CO. TX
P.R.M.C.T.	PLAT RECORDS MIDLAND CO. TX
P.O.B.	POINT OF BEGINNING

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION *OF A 0.071 ACRE TRACT OF LAND SITUATED IN SECTION 35, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING FOR THE ABANDONMENT OF A PORTION OF SOUTH ATLANTA STREET AS DEPICTED ON A PLAT FOR THE SOUTHERN ADDITION AND RECORDED IN VOLUME 2 ON PAGE 2 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;*

BEGINNING *AT N.(Y):10693040.00, E.(X):1760216.82, A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 127 OF SAID SOUTHERN ADDITION FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *N.00°12'14"W., ALONG SAID BLOCK 127, BEING THE WEST LINE OF SAID SOUTH ATLANTA STREET, 155.39 FEET TO A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND ON THE SOUTHWEST RIGHT OF WAY OF LAMESA ROAD IN THE EAST LINE OF LOT 3, SAID BLOCK 127 FOR THE NORTH CORNER HEREOF;*

THENCE *S.14°41'12"E., ALONG SAID LAMESA ROAD, 160.34 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" SET IN THE NORTH RIGHT OF WAY LINE OF EAST WASHINGTON AVENUE FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *S.89°35'17"W., ALONG SAID EAST WASHINGTON AVENUE, 40.10 FEET TO THE POINT OF BEGINNING CONTAINING 3115 SQUARE FEET OR 0.071 ACRE OF LAND.*

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".

I GREGORY W. SHOULTS DO HEREBY CERTIFY THAT THIS PLAT IS BASED UPON FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON THE GROUND SURVEY AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORY W. SHOULTS R.P.L.S.#5356 SEPTEMBER 15, 2025

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com



Location Map

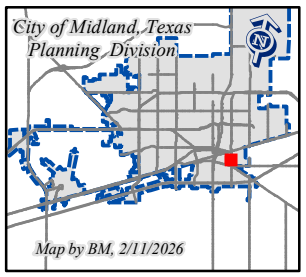
V-25-0073 **Scale: 1" = 154'**

Consider a request by Maverick Engineering, on behalf of Common Unity Church, vacating and abandoning a 0.071-acre portion of South Atlanta Street right-of-way located adjacent to Lots 4, 5, and 6, Block 127, Southern Addition, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of East Washington Avenue and South Lamesa Road. (Council District 2)

LEGEND

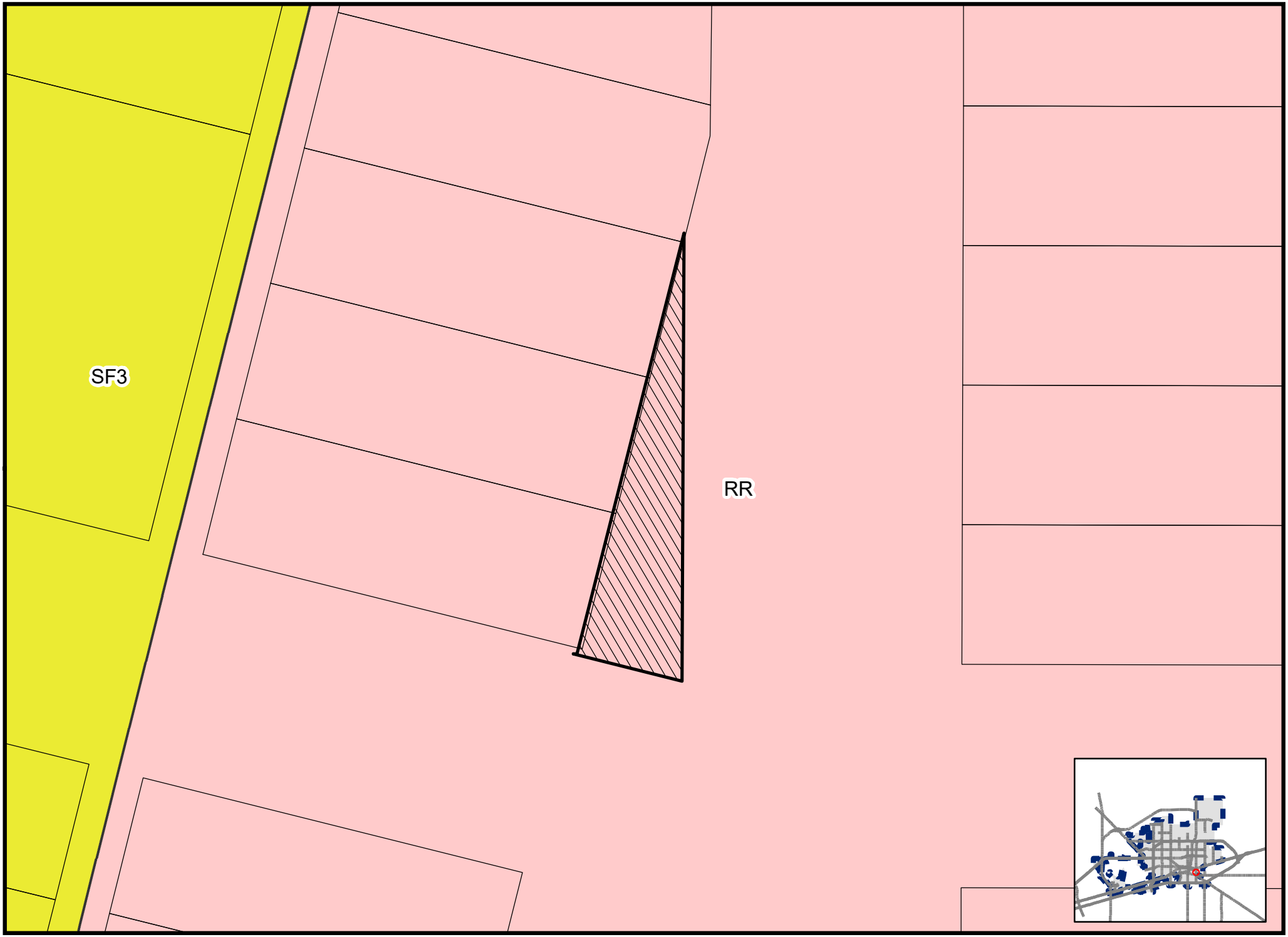
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 12/4/2025

V-25-0073

Scale: 1" = 43'

ZONING MAP

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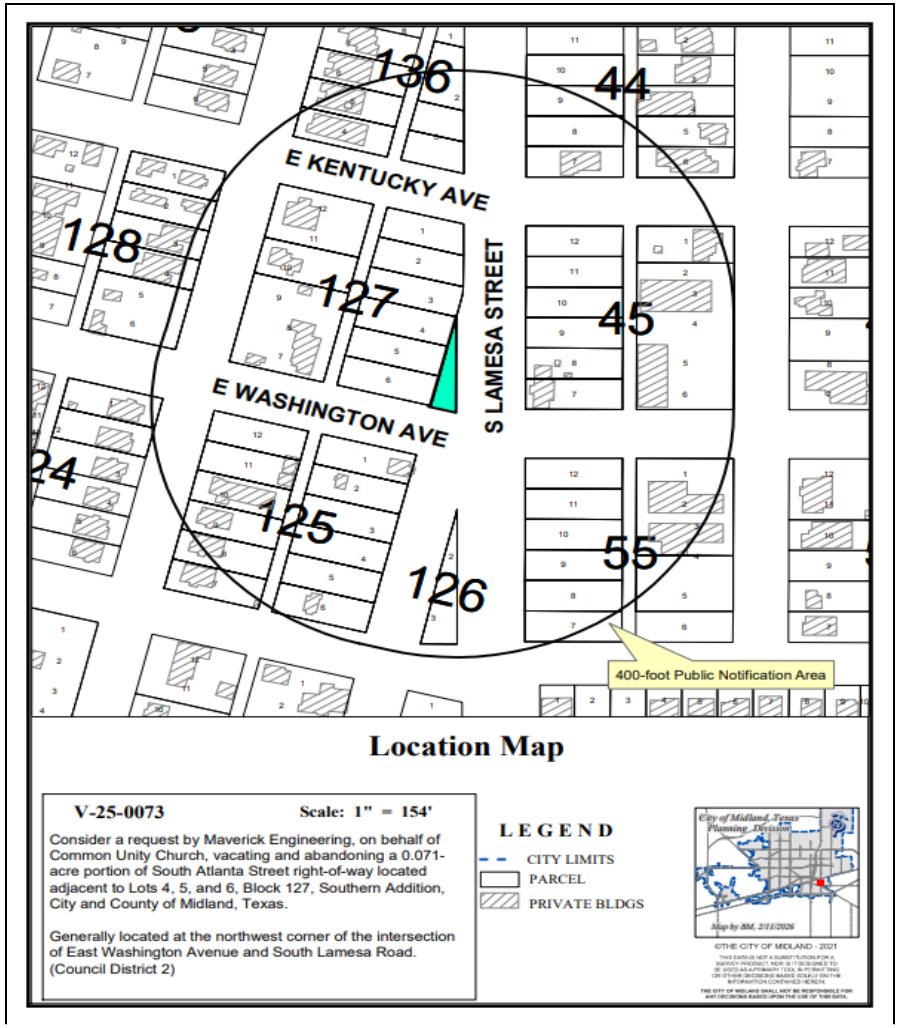

NAV




MIDLAND
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VACATION
SOUTH ATLANTA STREET (NORTH)
Visit Our Website
MIDLANDTEXAS.GOV

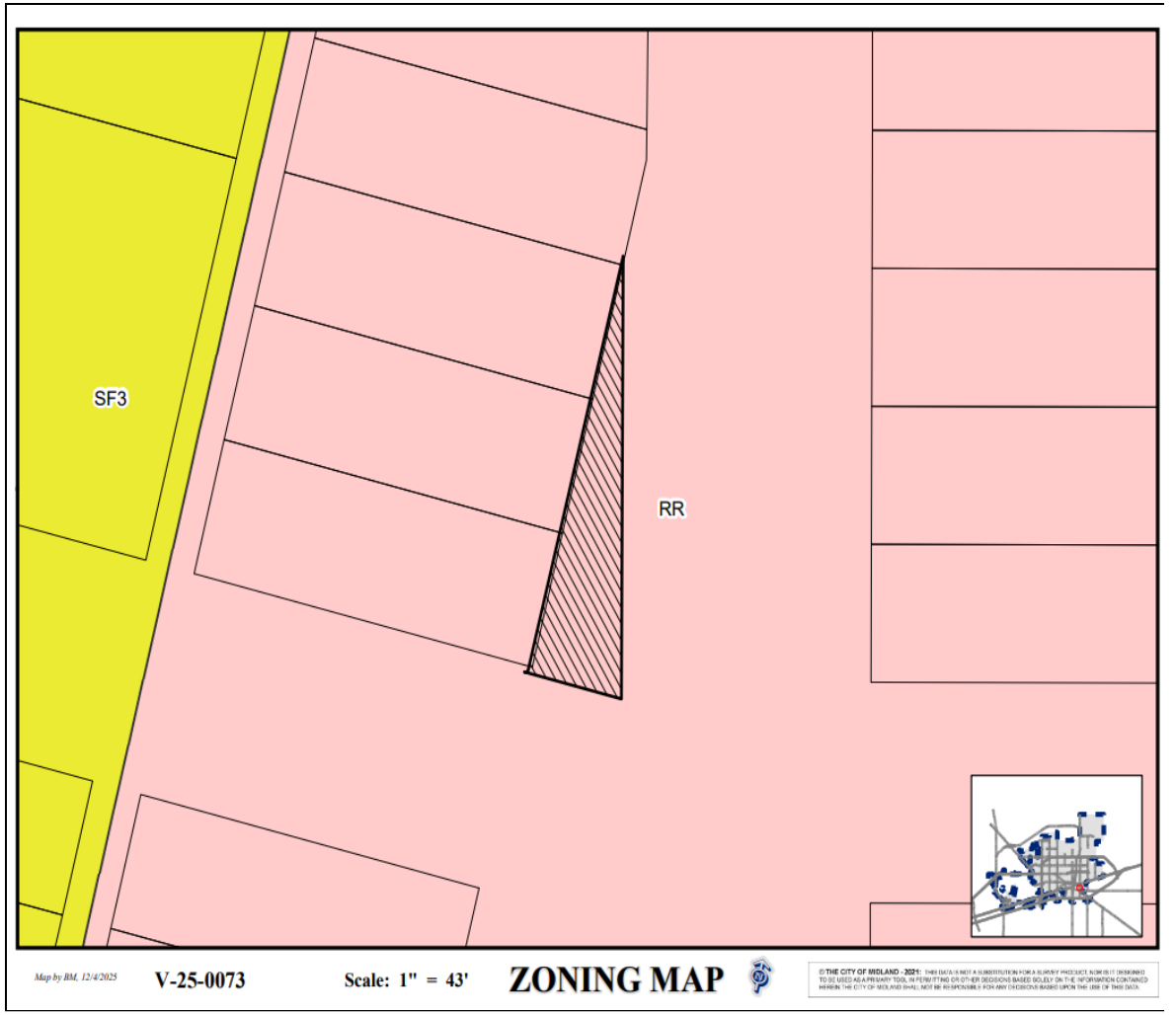
APPLICATION SUMMARY

- **Applicant/Representative:** Andrew Mellen, with Maverick Engineering
- **Location:** Generally located at the northwest corner of the intersection of East Washington Avenue and South Lamesa Road. (Council District 2)
- **Reason for Request:** For the development of a church on unutilized right-of-way



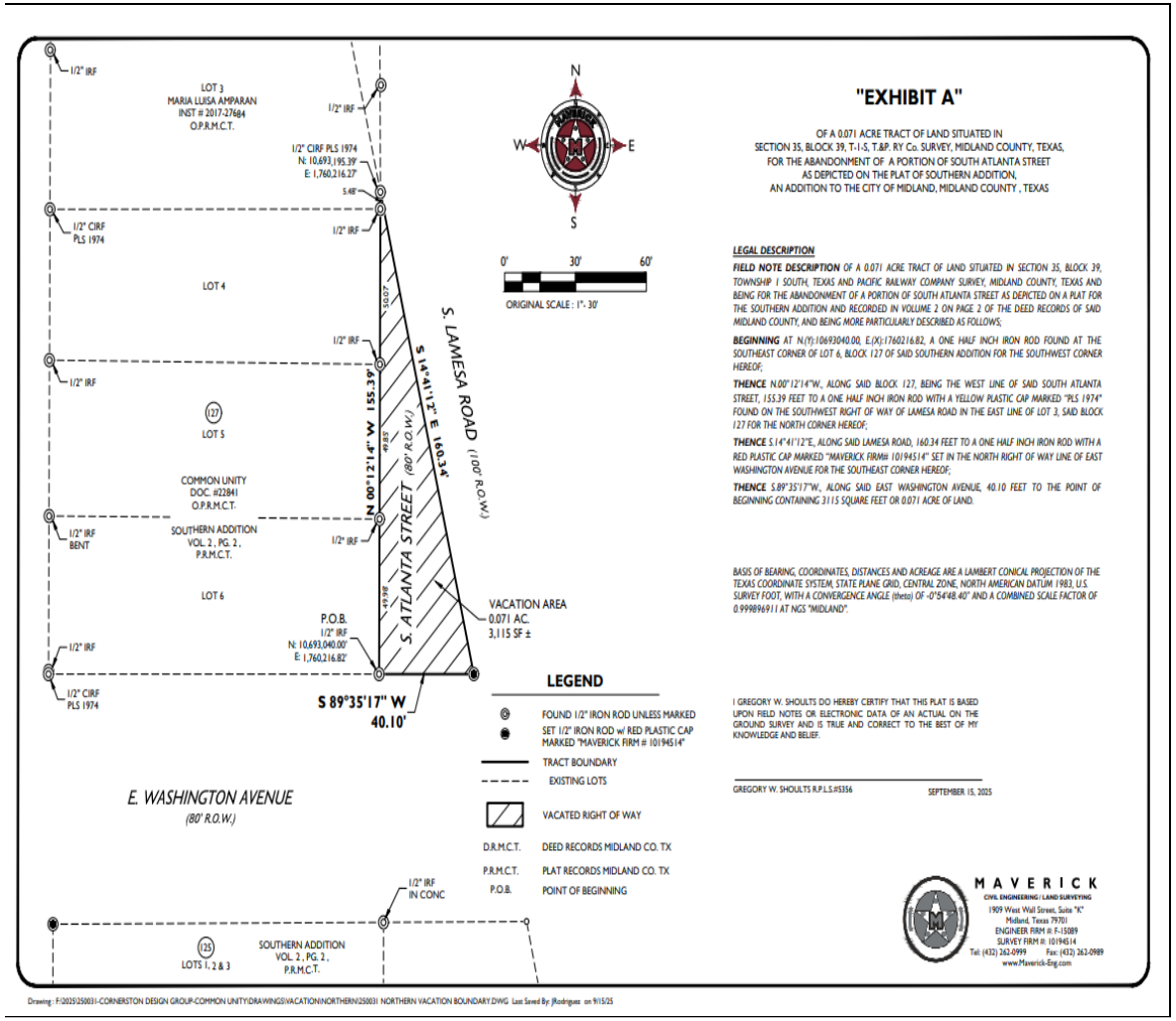
ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/South/East/West:** RR, Regional Retail District



DETAILS OF REQUEST

- **Property Owner:** City of Midland
- This portion includes 0.071-acres of undeveloped right-of-way



LAND USE

- **Current Use:** Undeveloped Right-of-Way
- **Surrounding Uses:**
  - **North:** Vacant Land
  - **East/West:** Single-Family Housing
  - **South:** Church and Vacant Land





On East Washington Avenue, Looking North

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STAFF'S RECOMMENDATION

- Staff recommends approval of this request with the following conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $6,230.00; and

B. A replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.



MISSION

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



City Council Meeting

Item Number: 29.
Meeting Date: February 24, 2026
To: City Council
From: Madelim Jaquez, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 7A, BLOCK 6, WESTCLIFF ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOODCREST DRIVE AND PRINCETON AVENUE), BY PERMITTING (1) A REDUCED MINIMUM LOT DEPTH AND (2) A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

Purpose:
Duryn Henington, on behalf of Garrett Hall, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow for (1) a reduced minimum lot depth and (2) a reduced minimum lot width for the property located at 1401 Woodcrest in order to subdivide the property into 4 lots.

Recommended Action:
Informational/Directional

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned 2F, Two-Family Dwelling District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot depth is 100 feet, and the minimum lot width for an interior lot is 70 feet, and 75 feet for a corner lot on a 2F, Two-Family Dwelling District. The applicant is in the process of replatting this lot into four lots. Two of the four proposed lots do not meet depth and width requirements for 2F zoning. The northwest lot has a depth of 90.64 feet instead of 100 feet. The southeast lot has a depth of 90 feet instead of 100 feet, and a width of 70.57 feet instead of 75 feet.

The subject property is currently a church. If the special exception and final plat are approved, the owner plans to construct four single-family dwellings for each respective lot. The special exception must be approved prior to final plat submittal.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban-Medium (U-M). This designation calls for single-family and multi-family housing.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For the Applicant's information only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area subject to the following conditions.

Conditions:

A. **That said special exception shall be of no force or effect unless and until the Property is replatted into four lots, the dimensions of which shall be substantially similar to those shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.**
B. **That said special exception shall not apply to any lot on the Property, as replatted, except those lots identified in Exhibit A as Lots 9 and 12, and only to the extent provided in Subsections C and D below**
C. **That the lot identified in Exhibit A as Lot 9 shall have a minimum lot depth of 90.64 feet.**
D. **That the lot identified in Exhibit A as Lot 12 shall have a minimum lot depth of 90**

feet and a minimum lot width of 70.57 feet.

Letters of Objection:

Staff has not received any letters of objection as of February 14, 2026.

Attachments:

Site Plan
Application
Maps
Aerial
Site Photo
PowerPoint Presentation

Attachments:

A. ORDINANCE W EXH - E-26-0152.Garrett Hall - Red Min Lot Depth & Lot Width Ord w Exh
B. CC - - 1401 Woodcrest, Special Exception
C. E-26-0152, Combined files

Madelim Jaquez, Development Services	Created/Initiated - 2/4/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Linda Ochoa, Legal	Approved - 2/14/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

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

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 7A, Block 6, Westcliff Addition, Section 3, City and County of Midland,

Texas (the "Property"). Said special exception shall allow (1) a reduced minimum lot depth and (2) a reduced minimum lot width.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That said special exception shall be of no force or effect unless and until the Property is replatted into four lots, the dimensions of which shall be substantially similar to those shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That said special exception shall not apply to any lot on the Property, as replatted, except those lots identified in Exhibit A as Lots 9 and 12, and only to the extent provided in Subsections C and D below.

C. That the lot identified in Exhibit A as Lot 9 shall have a minimum lot depth of 90.64 feet.

D. That the lot identified in Exhibit A as Lot 12 shall have a minimum lot depth of 90 feet and a minimum lot width of 70.57 feet.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

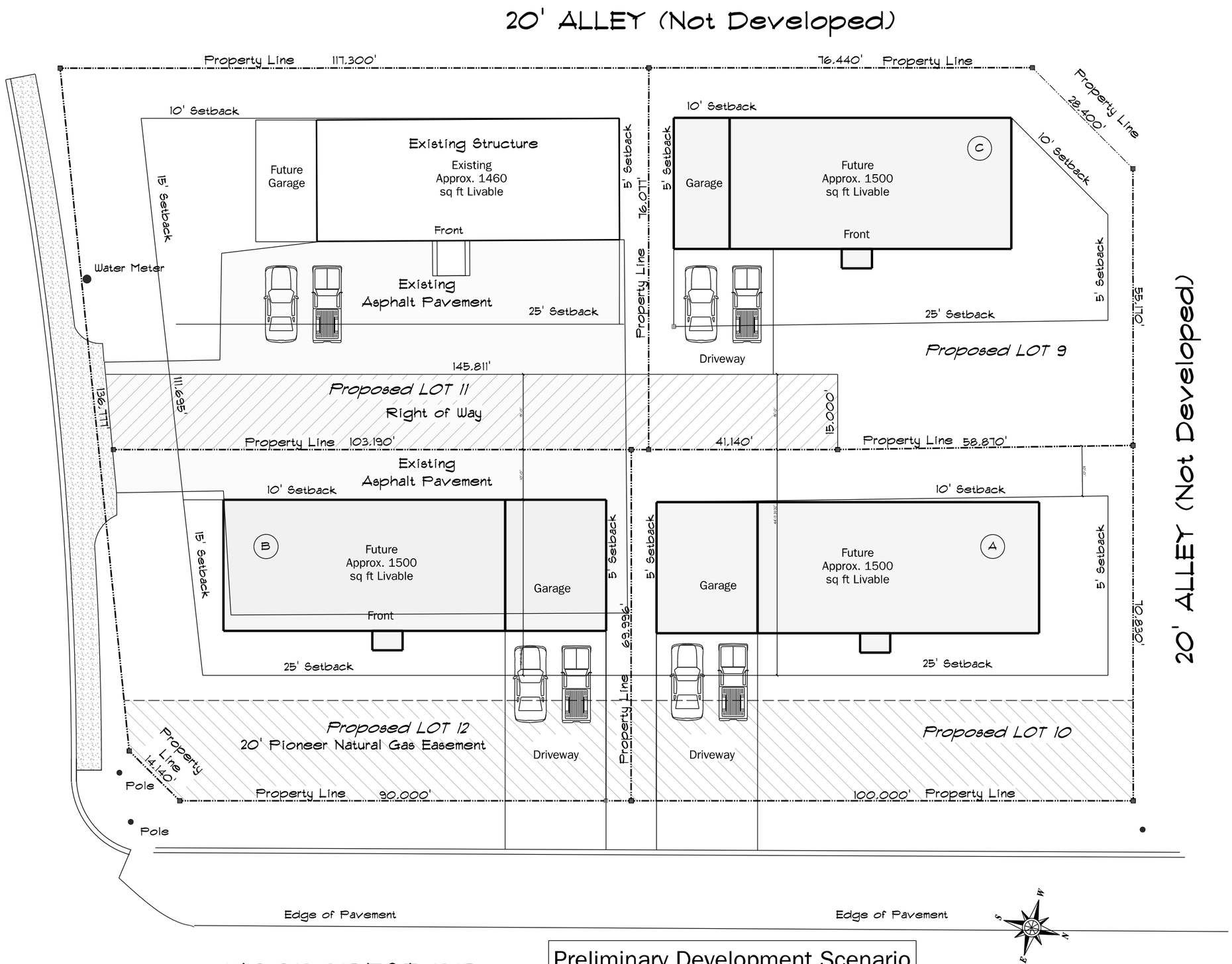
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



WOODCREST DR

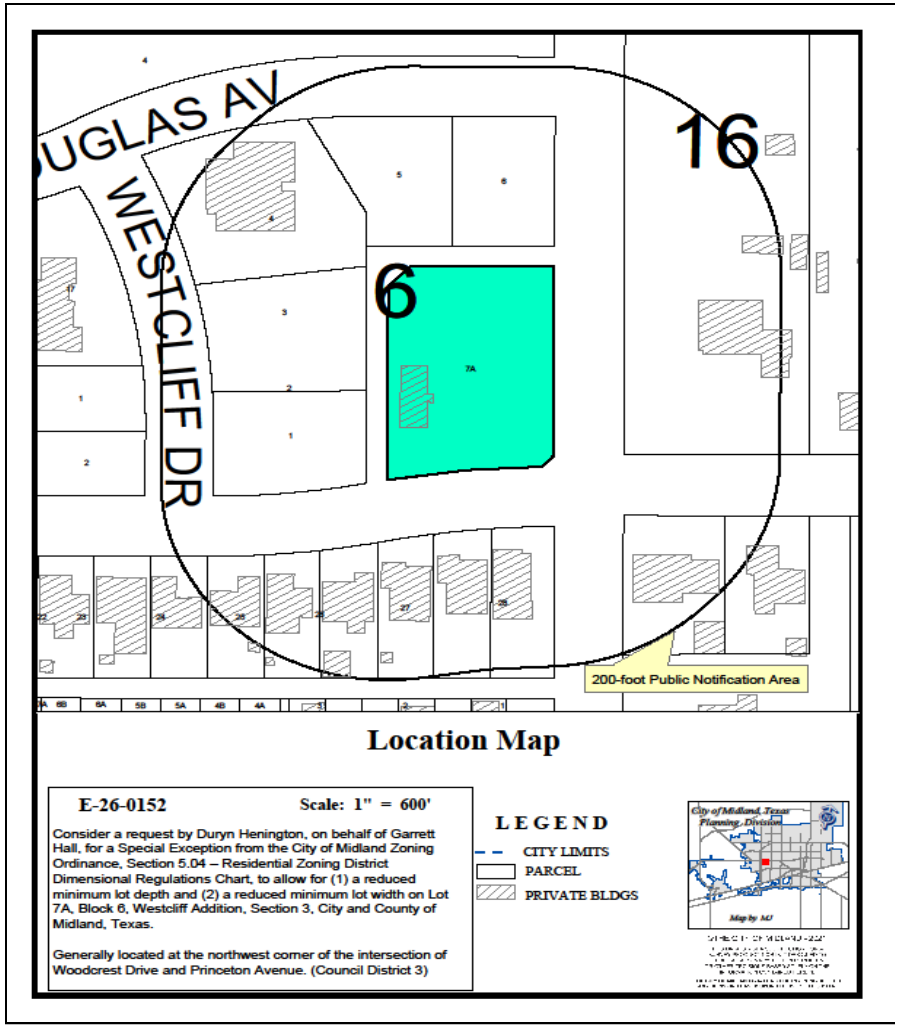
Preliminary Development Scenario
January 7, 2026

Scale: 1" = 20'-0'


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SPECIAL EXCEPTION
1401 WOODCREST
Visit Our Website
MIDLANDTEXAS.GOV

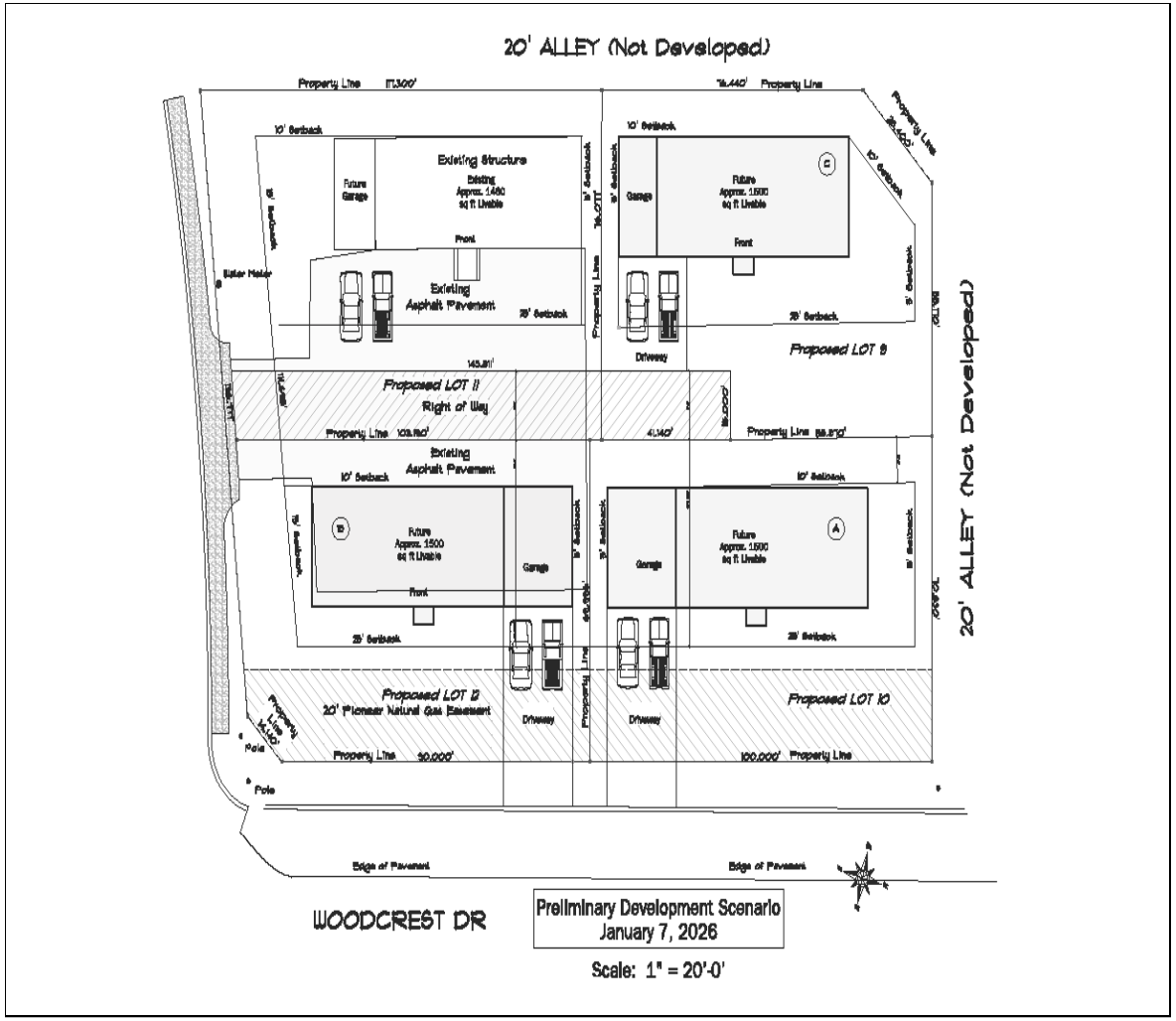
APPLICATION SUMMARY

- **Applicant:** Duryn Henington
- **Property Owner:** Garrett Hall
- **Location:** 1401 Woodcrest
- **Reason for Request:** For a reduced minimum lot depth and width on two proposed residential lots



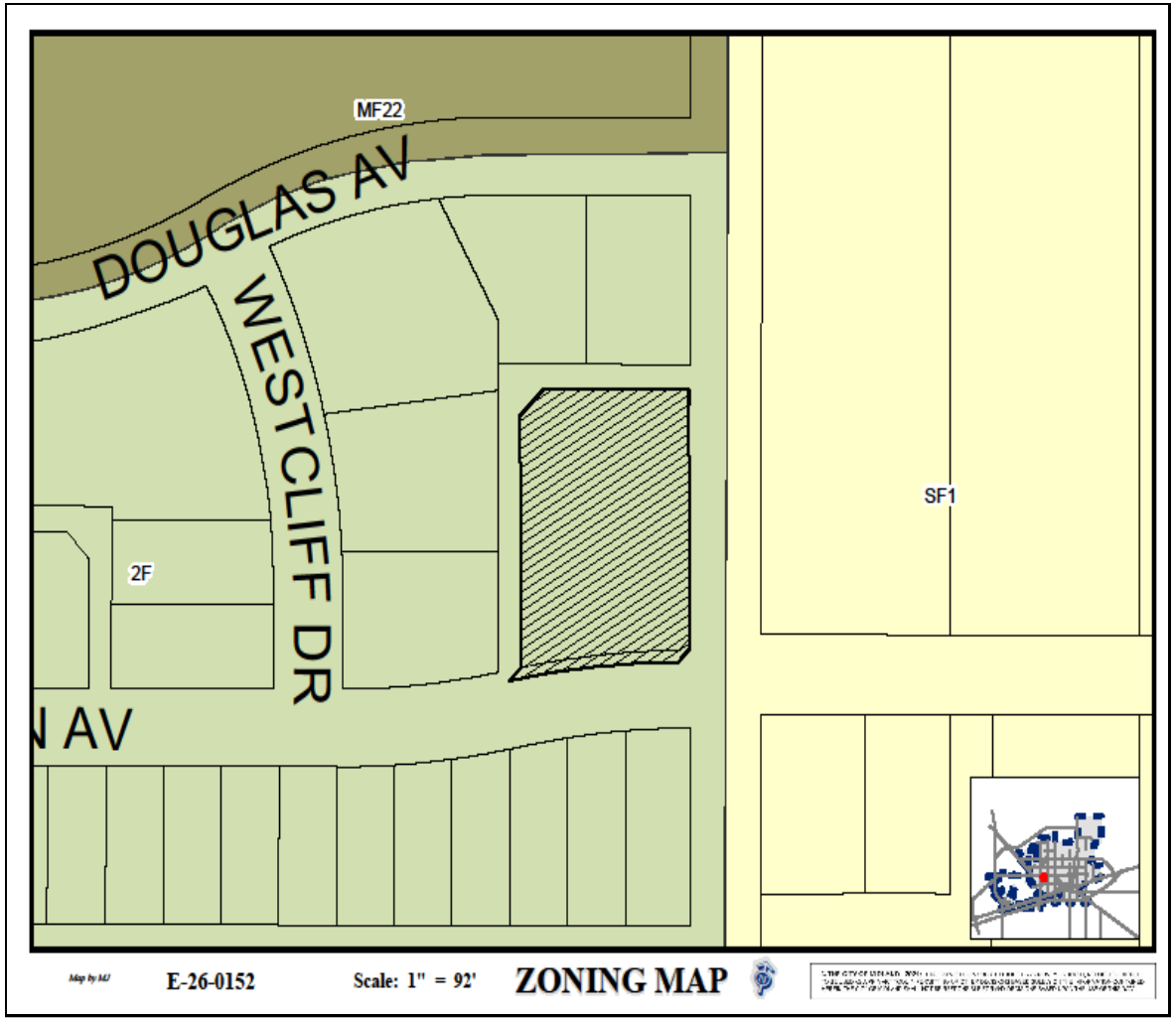
DETAILS OF REQUEST

- **Code Requirement:** Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot depth is 100 feet, and the minimum lot width for an interior lot is 70 feet, and 75 feet for a corner lot on a 2F, Two-Family Dwelling District
- **Variance Requested:** A reduced minimum lot depth and a reduced minimum lot width



ZONING

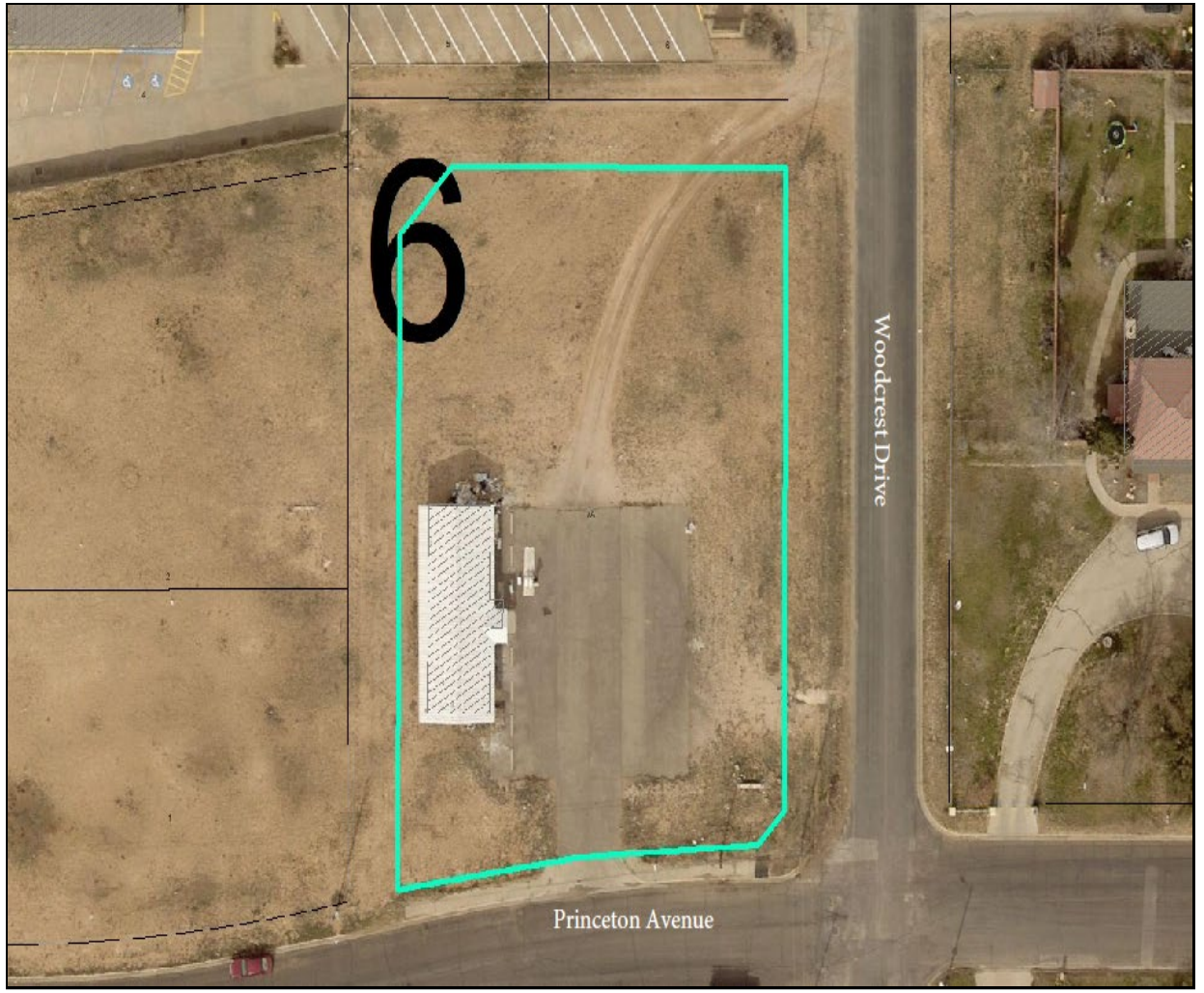
- **Current Zoning:** 2F, Two-Family Dwelling District
- **Surrounding Zoning:**
  - **North/West/South:** 2F, Two-Family Dwelling District
  - **East:** SF-1, Single-Family Dwelling District



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LAND USE

- **Current Use:** Religious use
- **Surrounding Uses:**
  - **North:** Religious use
  - **South/East:** Single-Family Dwellings
  - **West:** Vacant
- **Proposed Use:** Single-Family Dwellings



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On Woodcrest, Looking West

STAFF'S RECOMMENDATION

- No objections were received.
- Should this request be approved, staff recommends the following conditions:

A. That said special exception shall be of no force or effect unless and until the property is replatted into four lots, the dimensions of which shall be substantially similar to those shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

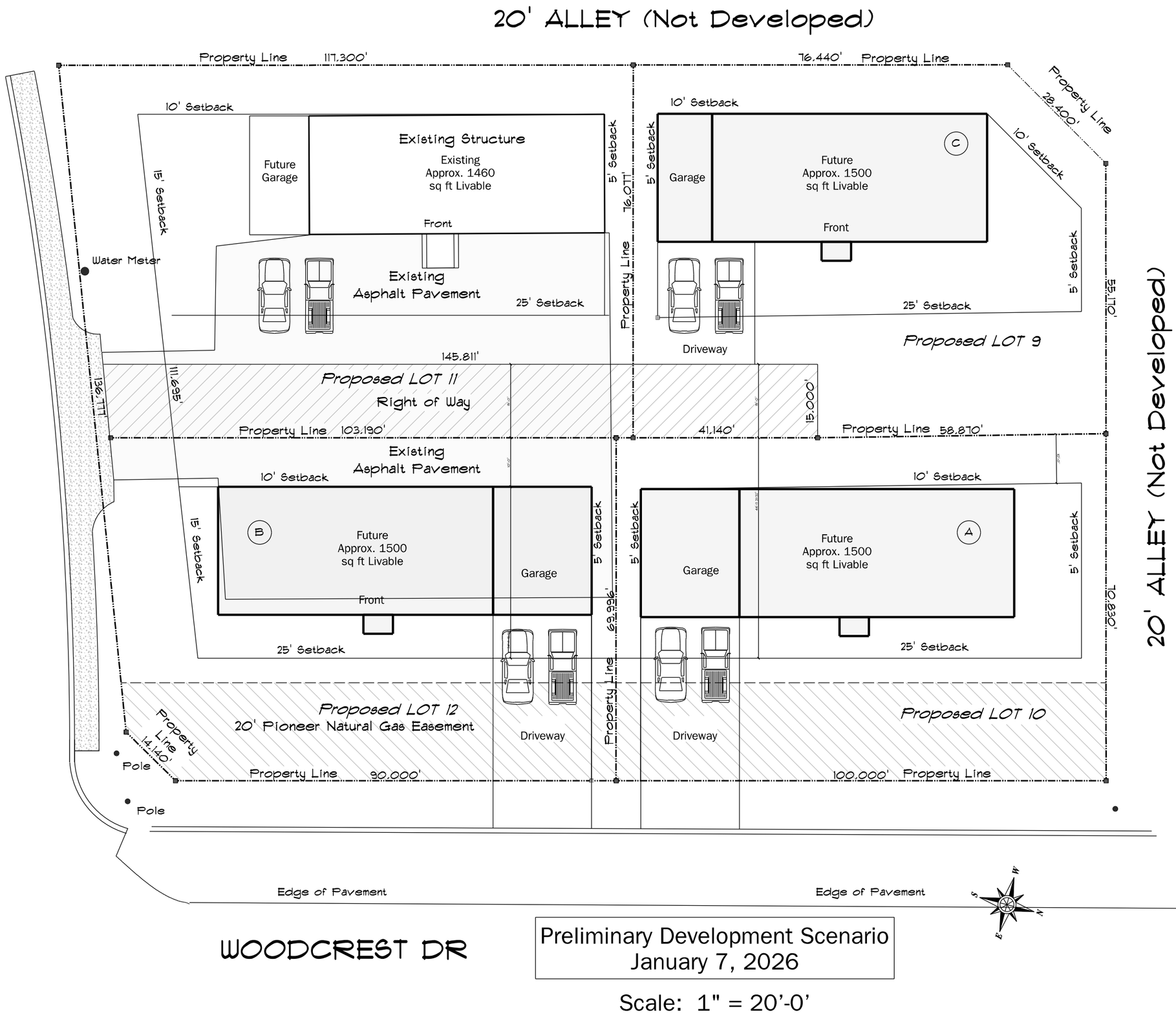
B. That said special exception shall not apply to any lot on the Property, as replatted, except those lots identified in Exhibit A as Lots 9 and 12, and only to the extent provided in Subsections C and D below.
C. That the lot identified in Exhibit A as Lot 9 shall have a minimum lot depth of 90.64 feet.
D. That the lot identified in Exhibit A as Lot 12 shall have a minimum lot depth of 90 feet and a minimum lot width of 70.57 feet.

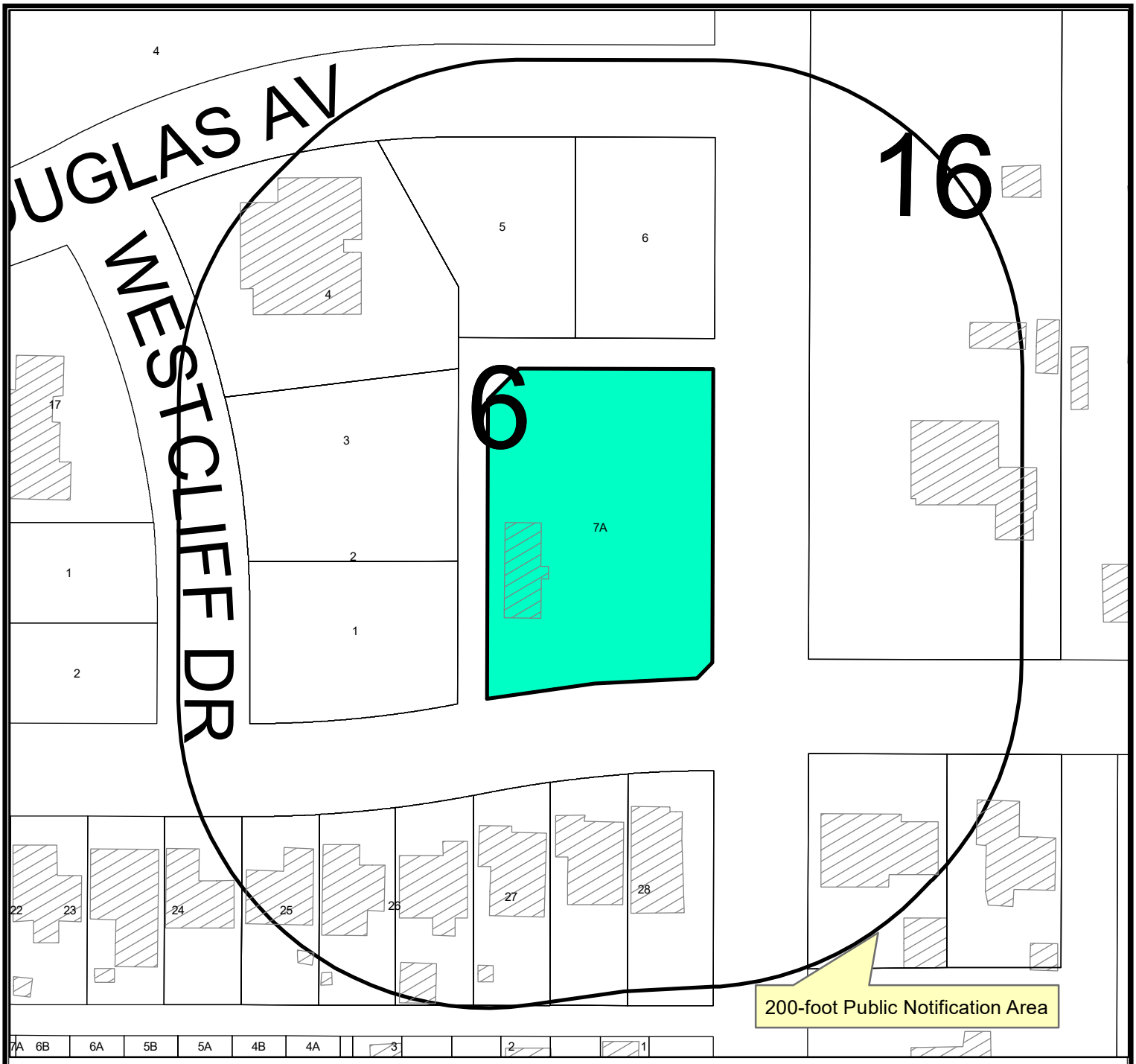


MISSION

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




20' ALLEY (Not Developed)
Property Line 117.300'
76.440' Property Line
Property Line 28.400'
10' Setback
15' Setback
Future Garage
Existing Structure
Existing Approx. 1460 sq ft Livable
Front
5' Setback
76.077'
Water Meter
Existing Asphalt Pavement
25' Setback
Property Line
10' Setback
5' Setback
Garage
Future Approx. 1500 sq ft Livable
C
Front
10' Setback
5' Setback
55.170'
25' Setback
Driveway
Proposed LOT 9
145.811'
Proposed LOT 11
Right of Way
111.695'
136.111'
15.000'
Property Line 103.190'
41.140'
Property Line 58.870'
Existing Asphalt Pavement
10' Setback
10' Setback
15' Setback
B
Future Approx. 1500 sq ft Livable
Garage
5' Setback
Front
69.996'
5' Setback
Garage
A
Future Approx. 1500 sq ft Livable
5' Setback
70.830'
25' Setback
25' Setback
Property Line
Proposed LOT 12
20' Pioneer Natural Gas Easement
Driveway
Driveway
Proposed LOT 10
Property Line 14.140'
Pole
Property Line 90.000'
100.000' Property Line
Pole
Edge of Pavement
Edge of Pavement
W
S
N
E
WOODCREST DR
Preliminary Development Scenario
January 7, 2026
Scale: 1" = 20'-0'



Location Map

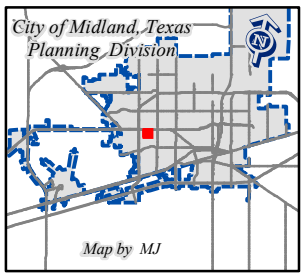
E-26-0152 **Scale: 1" = 600'**

Consider a request by Duryn Henington, on behalf of Garrett Hall, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to allow for (1) a reduced minimum lot depth and (2) a reduced minimum lot width on Lot 7A, Block 6, Westcliff Addition, Section 3, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of Woodcrest Drive and Princeton Avenue. (Council District 3)

LEGEND

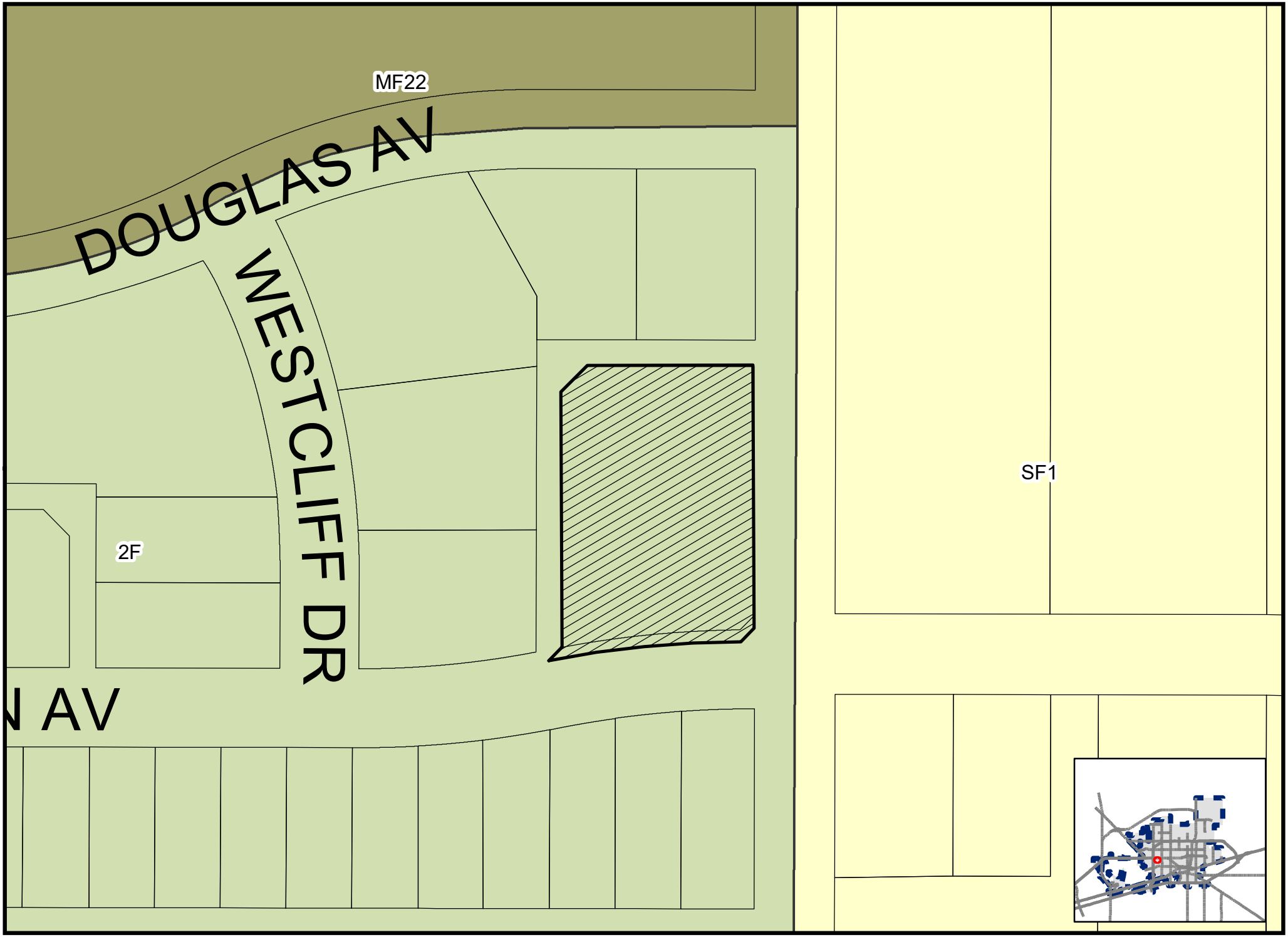
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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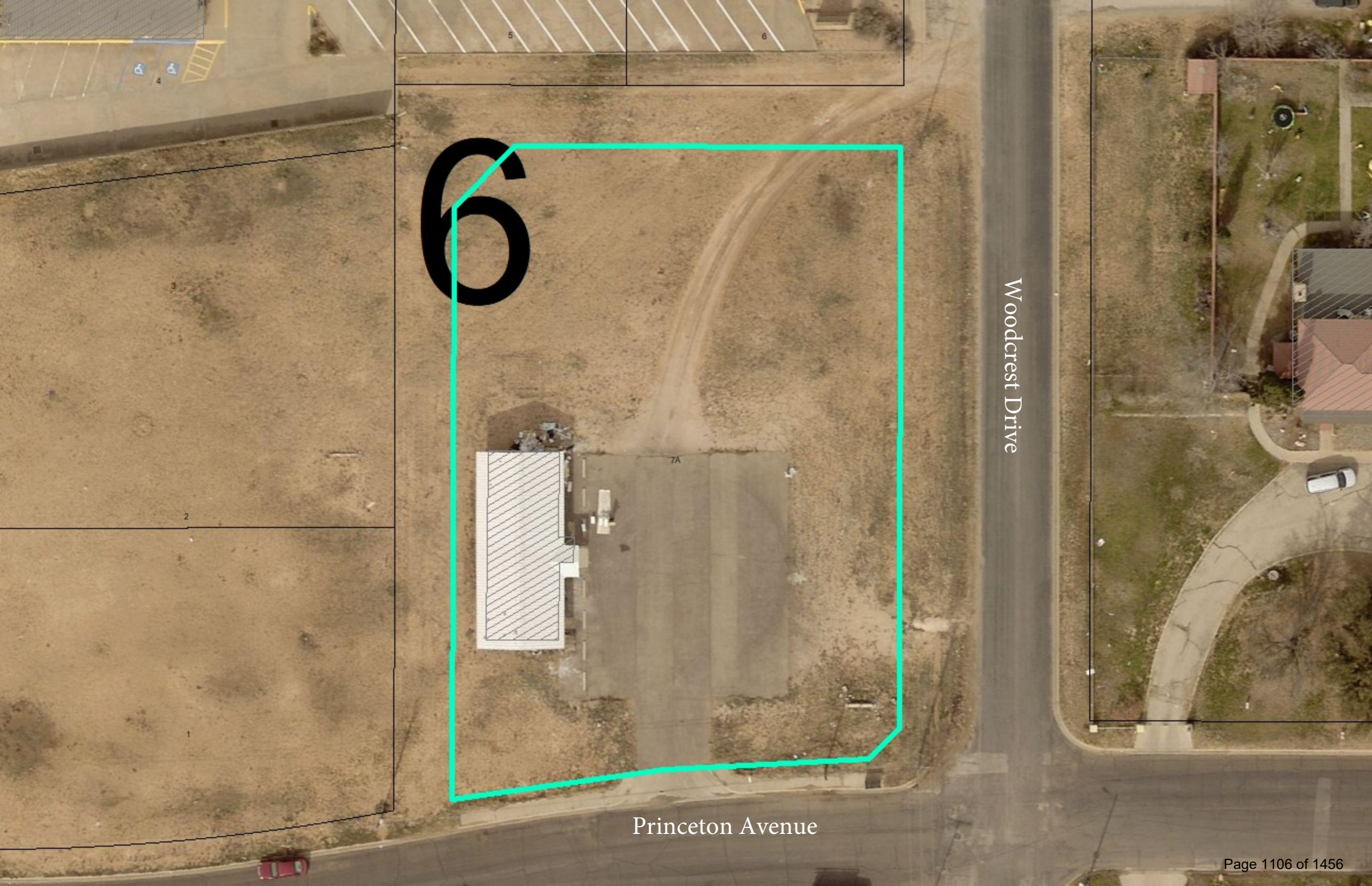
Map by MJ

E-26-0152

Scale: 1" = 92'

ZONING MAP

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6
Woodcrest Drive
Princeton Avenue



City Council Meeting

Item Number: 30.
Meeting Date: February 24, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 25, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST CUTHBERT AVENUE AND NORTH B STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

Purpose:
Maverick Engineering, on behalf of Bradley Edgar is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot width for the property at 901 West Cuthbert Avenue, in order to align with current property lines.

Recommended Action:
Approved

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned SF-1, Single- Family Dwelling District. However, per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot width for a corner lot such as the subject property is 85 feet for SF-1. Several neighboring corner lots in the same zoning district enjoy the privileges of a lot width less than the current minimum. Approval would be in keeping with the neighborhood

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this property lies entirely within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved)

In addition to this Special Exception request, the applicant is replatting the property to correct lot lines.

Staff recommends approval of this request, subject to the following sonditions

Condition:

A. That a lot located on the Property shall have a minimum lot width of 74.97 feet.

B. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

Letters of Objection:

Staff has not received any letters of objection as of February 13, 2026.

Attachments:

Application
Maps

Aerial
Site Photo
PowerPoint Presentation

Attachments:

A. ORDINANCE - E-26-0154
B. E-26-0154, Combined Docs
C. CC - - 901 W Cuthbert Ave Special Exception

Lori Elliott, Development Services	Created/Initiated - 2/14/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

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

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lot 1 and the east half of Lot 2, Block 25, High School Addition, City and

County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot width.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That a lot located on the Property shall have a minimum lot width of 74.97 feet.

B. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

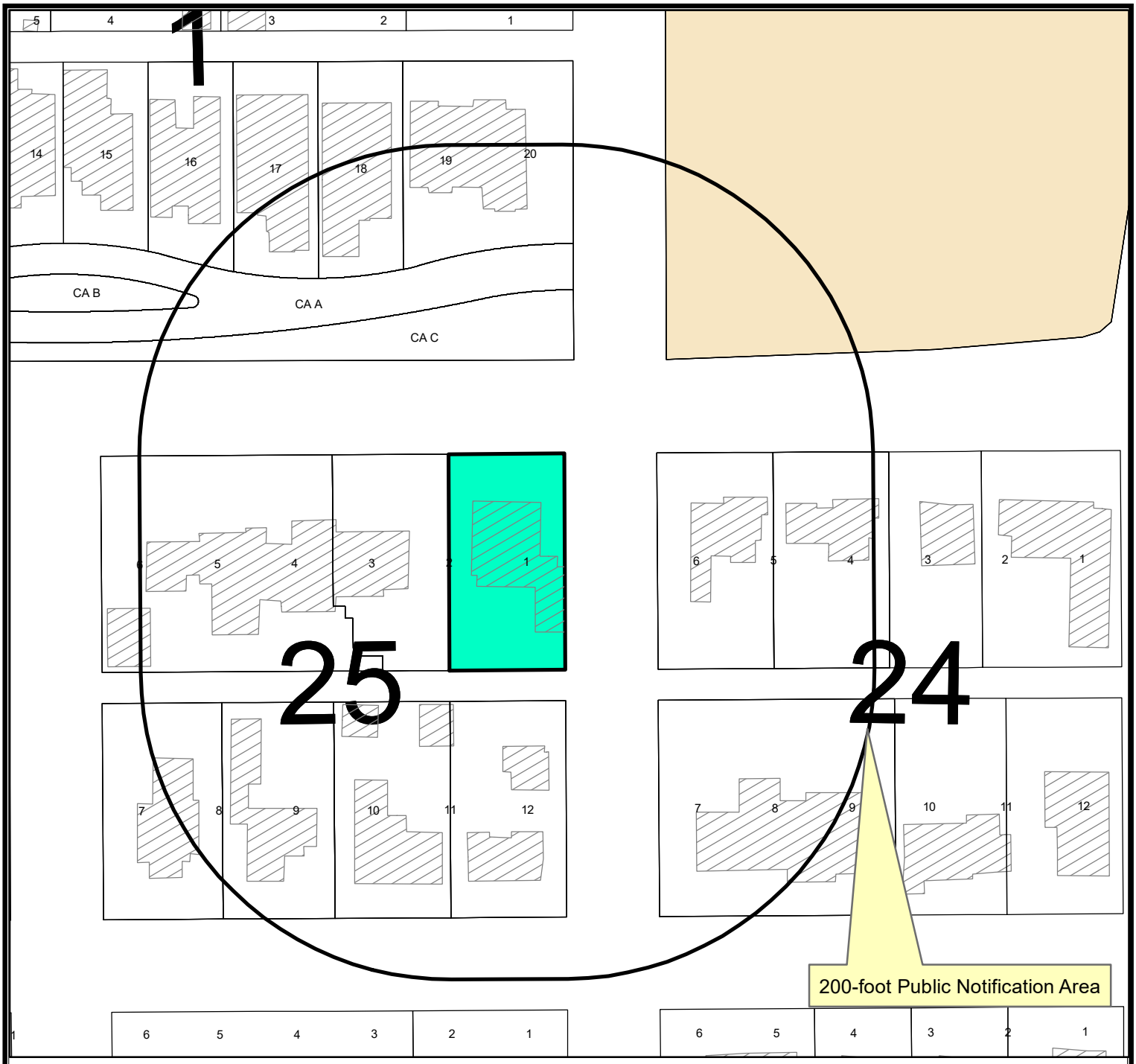
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



Location Map

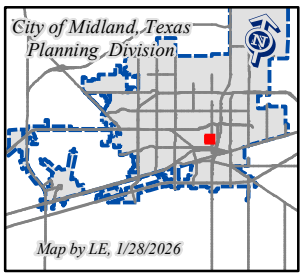
E-26-0154 **Scale: 1" = 600'**

Consider a request by Maverick Engineering, on behalf of Bradley Edgar, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot width for all of Lot 1 and the east half of Lot 2, Block 25, High School Addition, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of West Cuthbert Avenue and North B Street. (Council District 3)

LEGEND

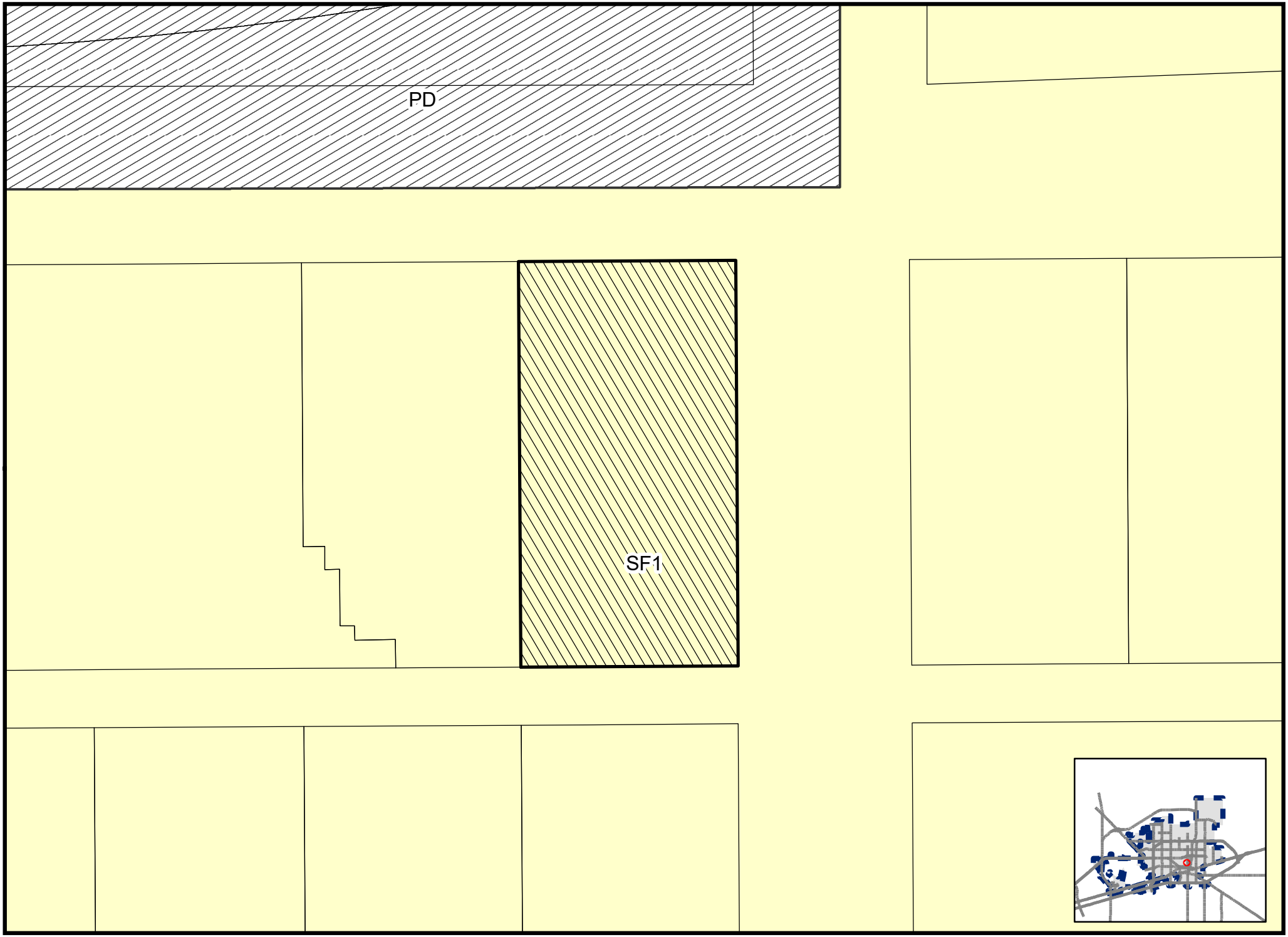
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 1/28/2026

E-26-0154

Scale: 1" = 300'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE UPON THE USE OF THIS MAP.

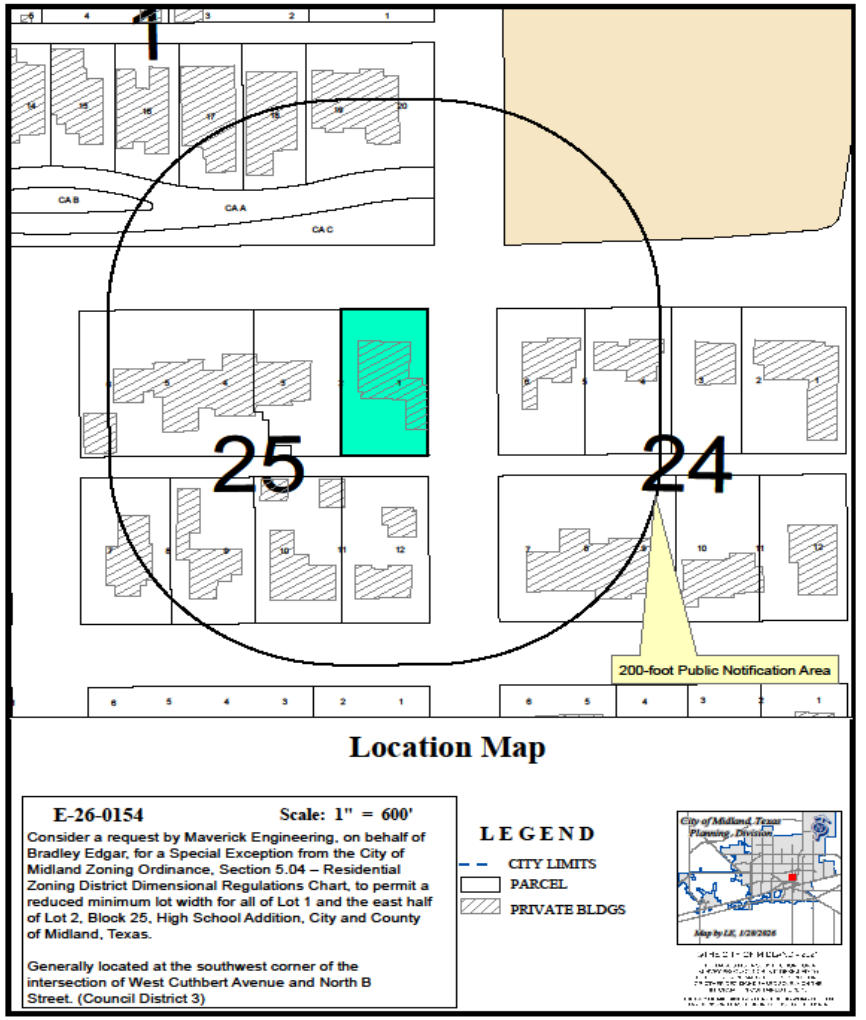

25
24


901


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SPECIAL EXCEPTION
901 WEST CUTHBERT AVENUE
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MIDLANDTEXAS.GOV

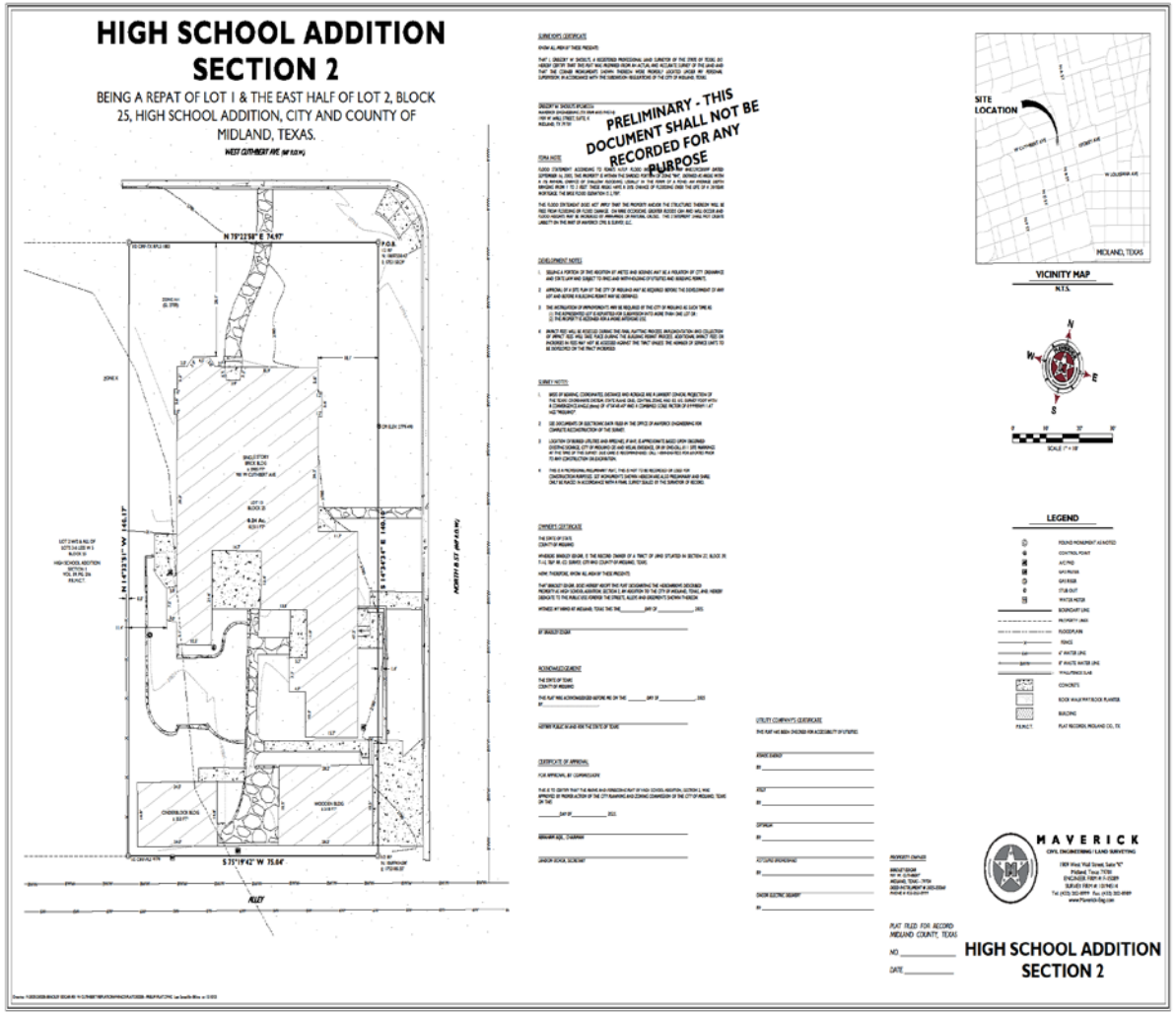
APPLICATION SUMMARY

- **Applicant/Property Owner:** Bradley Edgar
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** 901 West Cuthbert Avenue
- **Reason for Request:** to align with current property lines, as lot was existing non-conforming with a reduced width



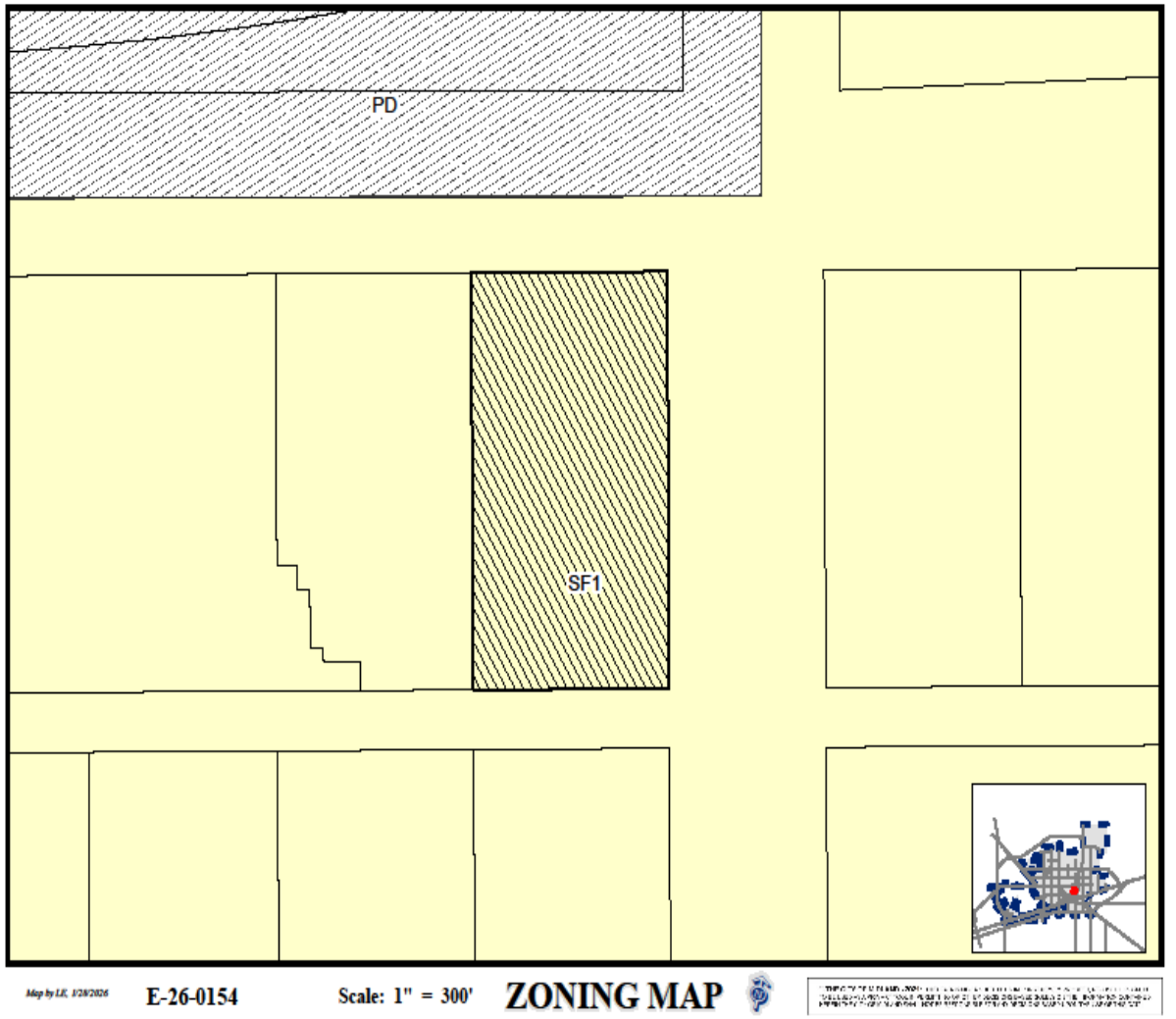
DETAILS OF REQUEST

- **Code Requirement:** per Section 5.04-Residential Zoning District Dimensional Regulations Chart, the minimum lot width for a corner lot is 85 feet
- **Variance Requested:** applicant is requesting to reduce the minimum lot width to 74.97 feet



ZONING

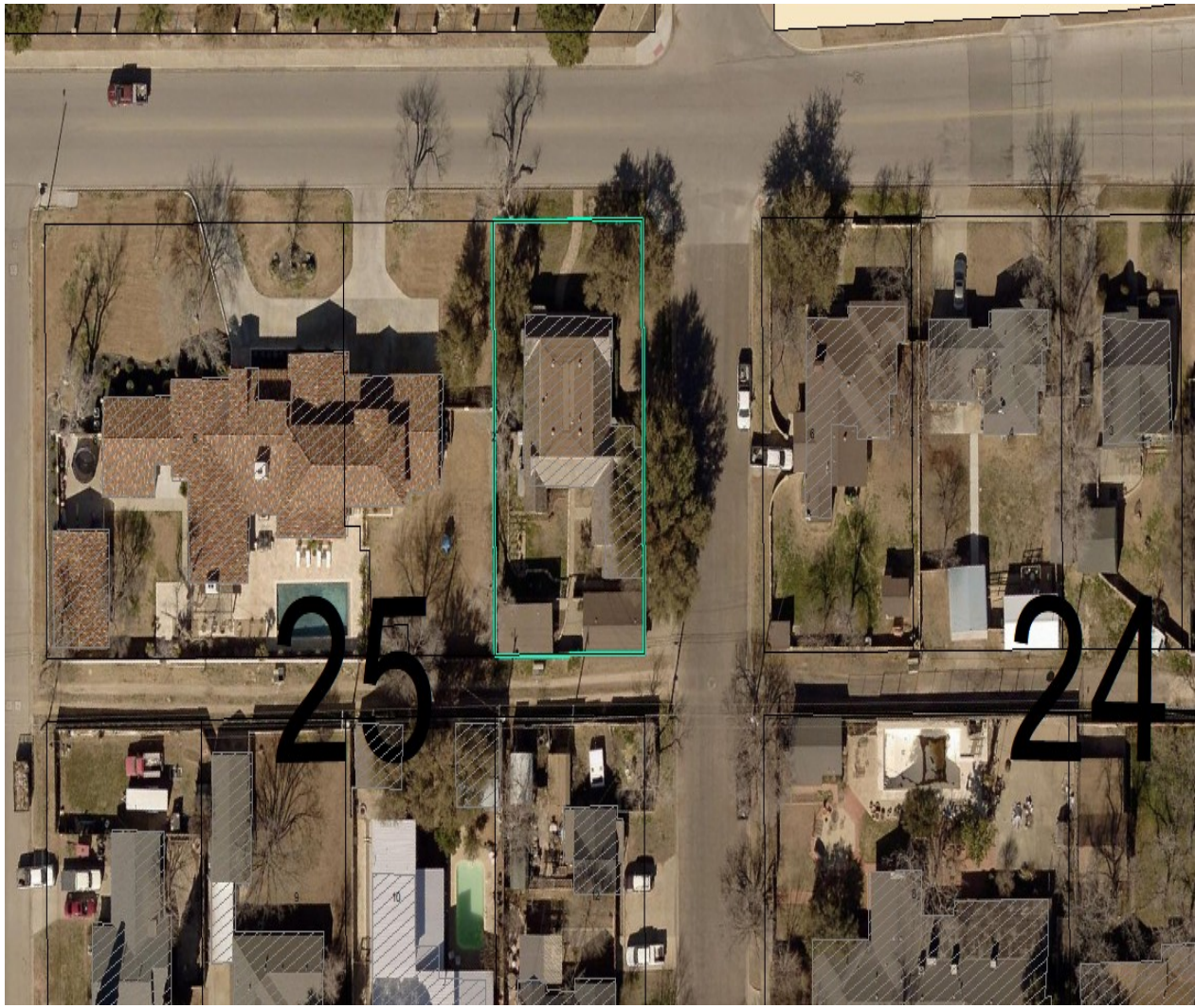
- **Current Zoning:** SF-1, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Housing Development
  - **South/East/West:** SF-1, Single-Family Dwelling District



MIDLAND
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LAND USE

- **Current Use:** Single family home
- **Surrounding Uses:**
  - **North/South/East/West:** Single family residences
- **Proposed Use:** Single family home



MIDLAND
Be the Energy!



On West Cuthbert Avenue, Looking South

MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to this Special Exception request, the applicant is currently in the process of replatting the property to correct the property's lot lines.
- Multiple neighboring properties are benefitting from similar reduced minimum lot widths.



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That a lot located on the Property shall have a minimum lot width of 74.97 feet.

B. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.



MISSION

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



City Council Meeting

Item Number: 31.
Meeting Date: February 24, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 15,061-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Amber Davis, on behalf of Summit Center LLC., is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called Cork & Pickle located at 3200 Mockingbird Lane.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for Housing Development and is the location of apartments. The properties to the east are zoned O-1, Office District and are the locations of a vacant property and a medical lodge. The properties to the south are zoned PD, Planned District for Housing Development and are the location of residences. The properties to the west are zoned RR, Regional Retail District, in part, and AE, Agricultural Estate District, in part. One of the properties is vacant and the other is the location of an oil well.
Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant with the approval of an SUD. The property does not have an existing SUD but they have recently received their building permit. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 15,061 square feet and the proposed alcohol serviceable area is 4,314 square feet.
.

The proposed days and hours of operation are:

Monday through Thursday 11 a.m. to 10 p.m.
Friday 11 a.m. to 11 p.m.
Saturday 10 a.m. to 11 a.m.
Sunday 10 a.m. to 9 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday 11 a.m. to 10 p.m.
Friday 11 a.m. to 11 p.m.
Saturday 10 a.m. to 11 a.m.
Sunday 10 a.m. to 9 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Cork and Pickle is acceptable. The property must adhere to the maximum occupant load of 287 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code. This is a shared seating area that has a higher occupant count due to multiple tenants utilizing the space

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Cork & Pickle is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,314 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:
Monday through Thursday 11 a.m. to 10 p.m. Friday 11 a.m. to 11 p.m. Saturday 10 a.m. to 11 a.m. Sunday 10 a.m. to 9 p.m.

D.. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

As of February 13, 2026 staff has not received any letters of objections

Attachments:

A. ORDINANCE W EXH - SUD-26-0218.Cork & Pickle - Alcohol Sales Ord w Exh
B. SUD-26-0218, Alcohol SUD with Term Cork & Pickle
C. SUD-26-0218, Combined Docs

Alexis Martinez, Development Services	Created/Initiated - 2/5/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 15,061-square-foot portion of Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,314 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 10:00 p.m.;
Friday from 11:00 a.m. to 11:00 p.m.;
Saturday from 10:00 a.m. to 11:00 p.m.; and
Sunday from 10:00 a.m. to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

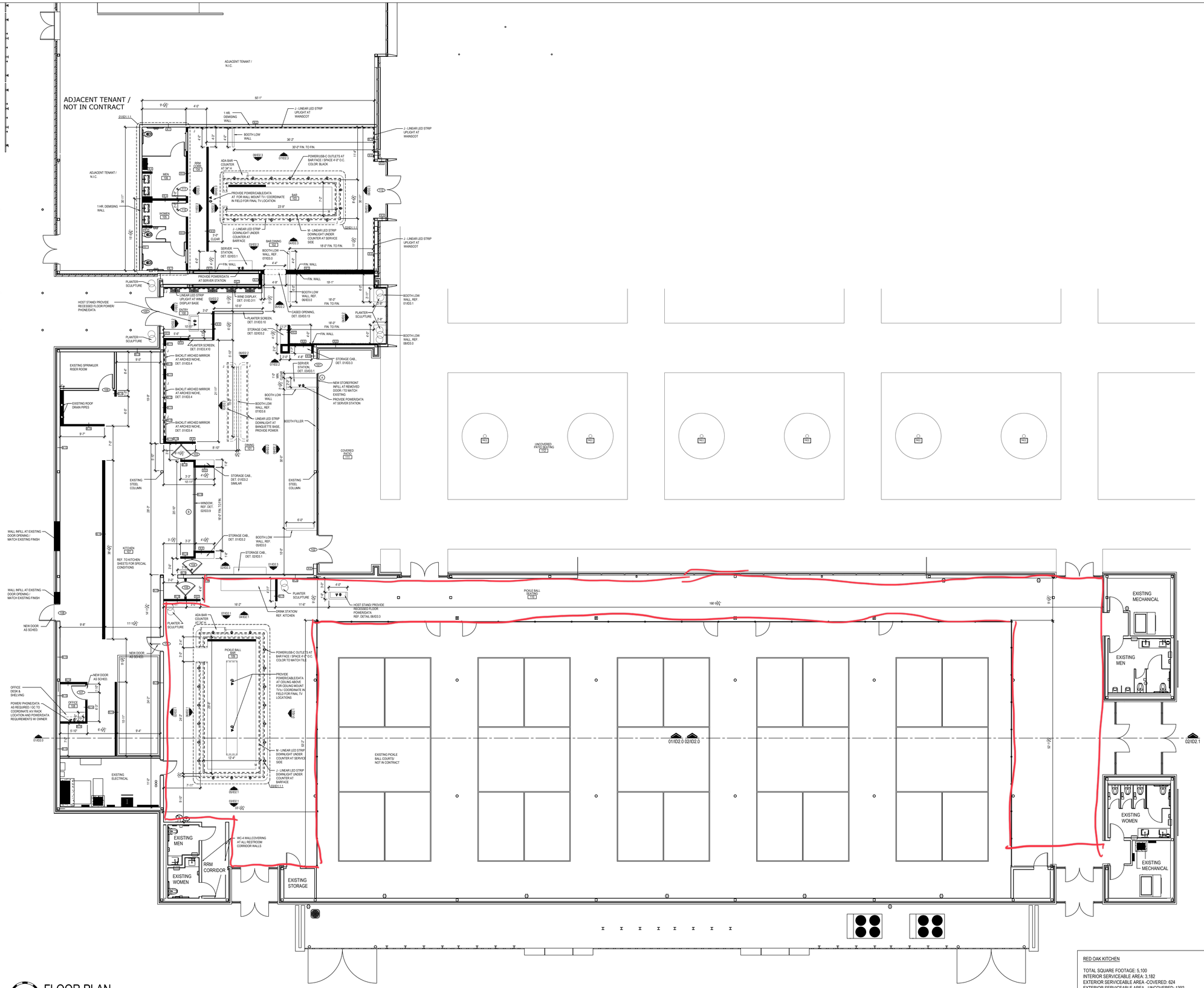
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



01 FLOOR PLAN
SCALE: 1/8"=1'-0"

EXHIBIT A

RED OAK KITCHEN

TOTAL SQUARE FOOTAGE: 5,100
INTERIOR SERVICEABLE AREA: 3,182
EXTERIOR SERVICEABLE AREA -COVERED: 624
EXTERIOR SERVICEABLE AREA - UNCOVERED: 1392

CORK AND PICKLE

TOTAL SQUARE FOOTAGE: 15,061
SERVICEABLE AREA: 4,313

COHESIVE DESIGN GROUP

9610 VINEWOOD
DALLAS, TX 75228
PH: 214.507.9610

SHEET TITLE
DIMENSION FLOOR PLAN

RED OAK KITCHEN
222 W. LAS COLINAS BLVD,
SUITE 1650E
IRVING, TX 75039

RED OAK KITCHEN / CORK & PICKLE
SUMMIT CENTER
3200 MOCKINGBIRD LANE
BLDG 6, SUITES 101 & 102
MIDLAND, TX 79705

ISSUE BLOCK	
IFP	11.04.2025
REV 1	1.02.2026

PROJECT NO: 2024-ROK
DRAWN BY: M.Q.
CHECKED BY: M.B.

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIED SITE AND DATE STATED HEREON AND IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OR PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

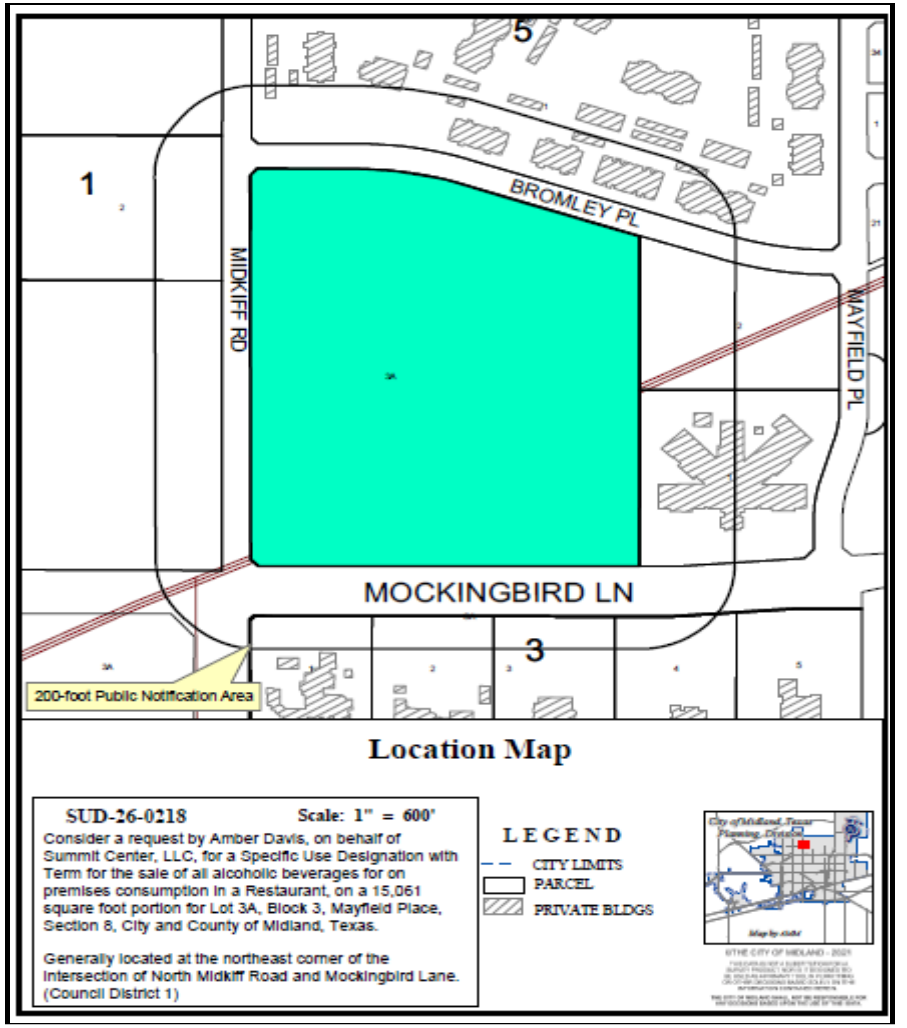
REGISTERED INTERIOR DESIGNER
MICHELLE BARNES
10231
STATE OF TEXAS
11.04.2025

SHEET NUMBER
ID1.1


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ITEM
SPECIFIC USE DESIGNATION
CORK & PICKLE
Visit Our Website
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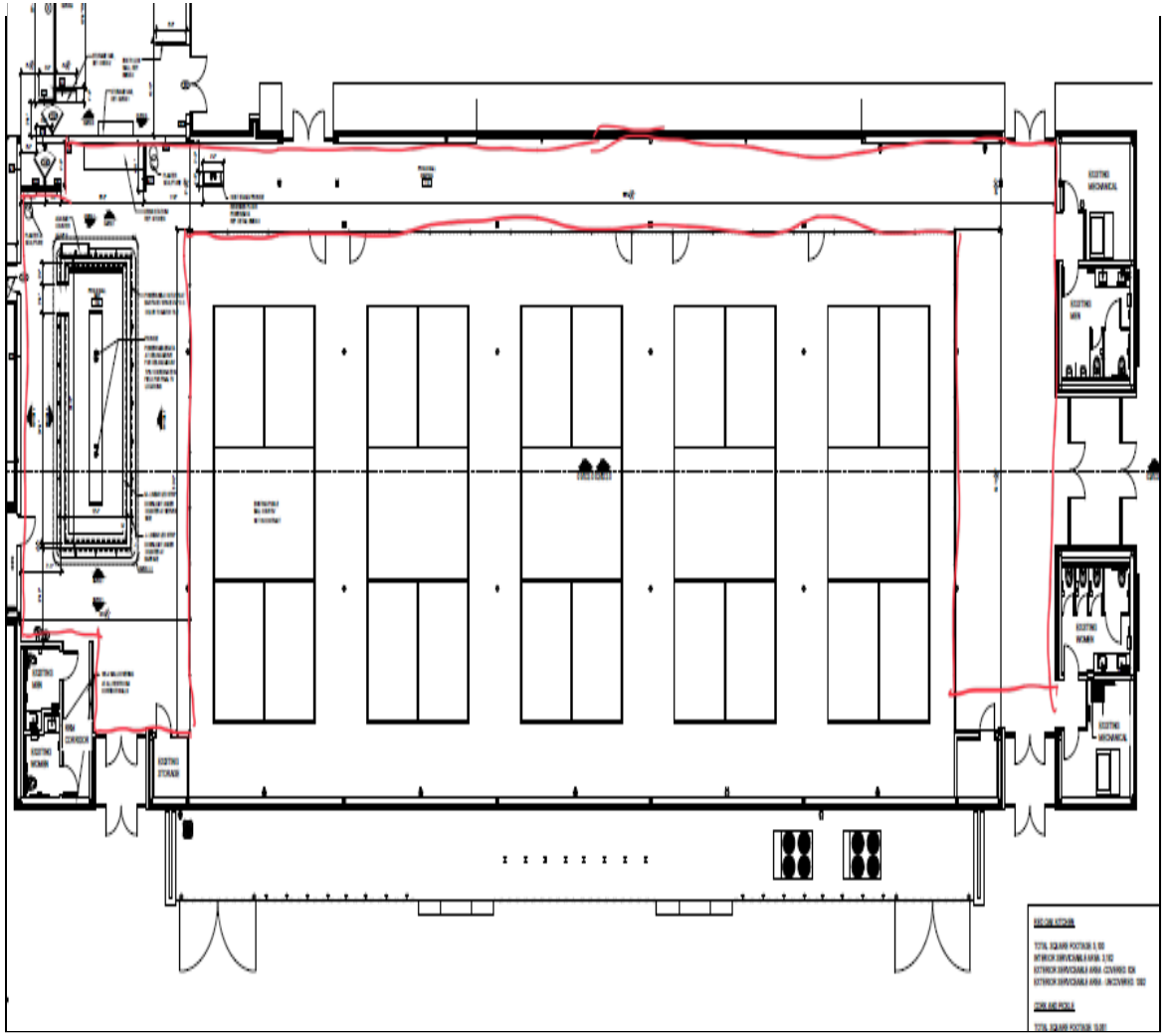
APPLICATION SUMMARY

- **Applicant:** Amber Davis
- **Property Owner:** Summit Center, LLC
- **Location:** 3200 Mockingbird Lane (Council District 1)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant/bar.



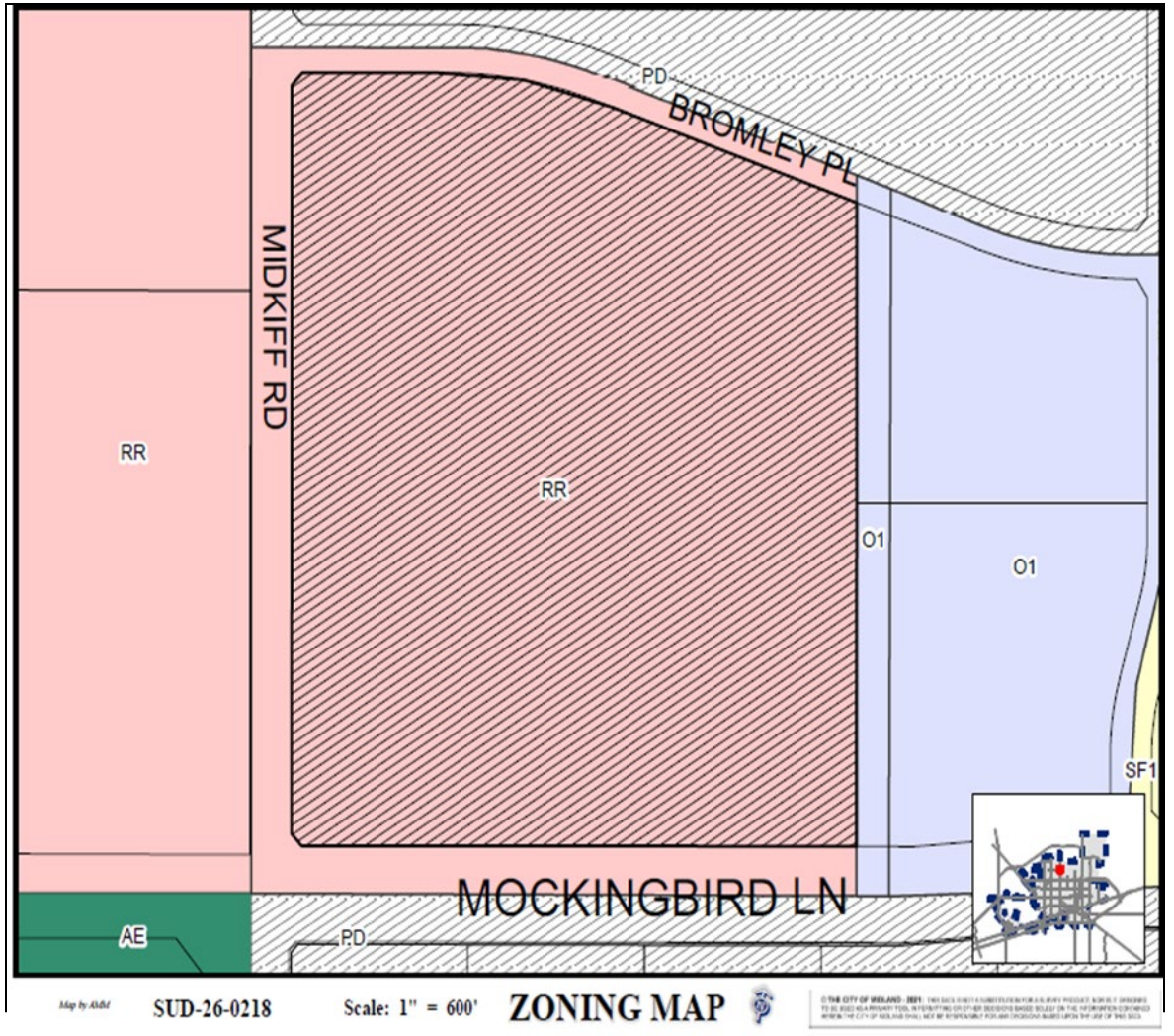
DETAILS OF REQUEST

- **For a new restaurant and bar area.**
- **Area of Business:** 15,601 SF
- **Serviceable Area:** 4,314 SF
- **Hours of Operation and Alcohol:** Monday through Thursday 11:00 a.m. to 10:00 p.m.; Friday 11:00 a.m. to 11:00 p.m.; Saturday 10:00 a.m. to 11:00 p.m.; Sunday 10:00 a.m. to 9:00 p.m.



ZONING

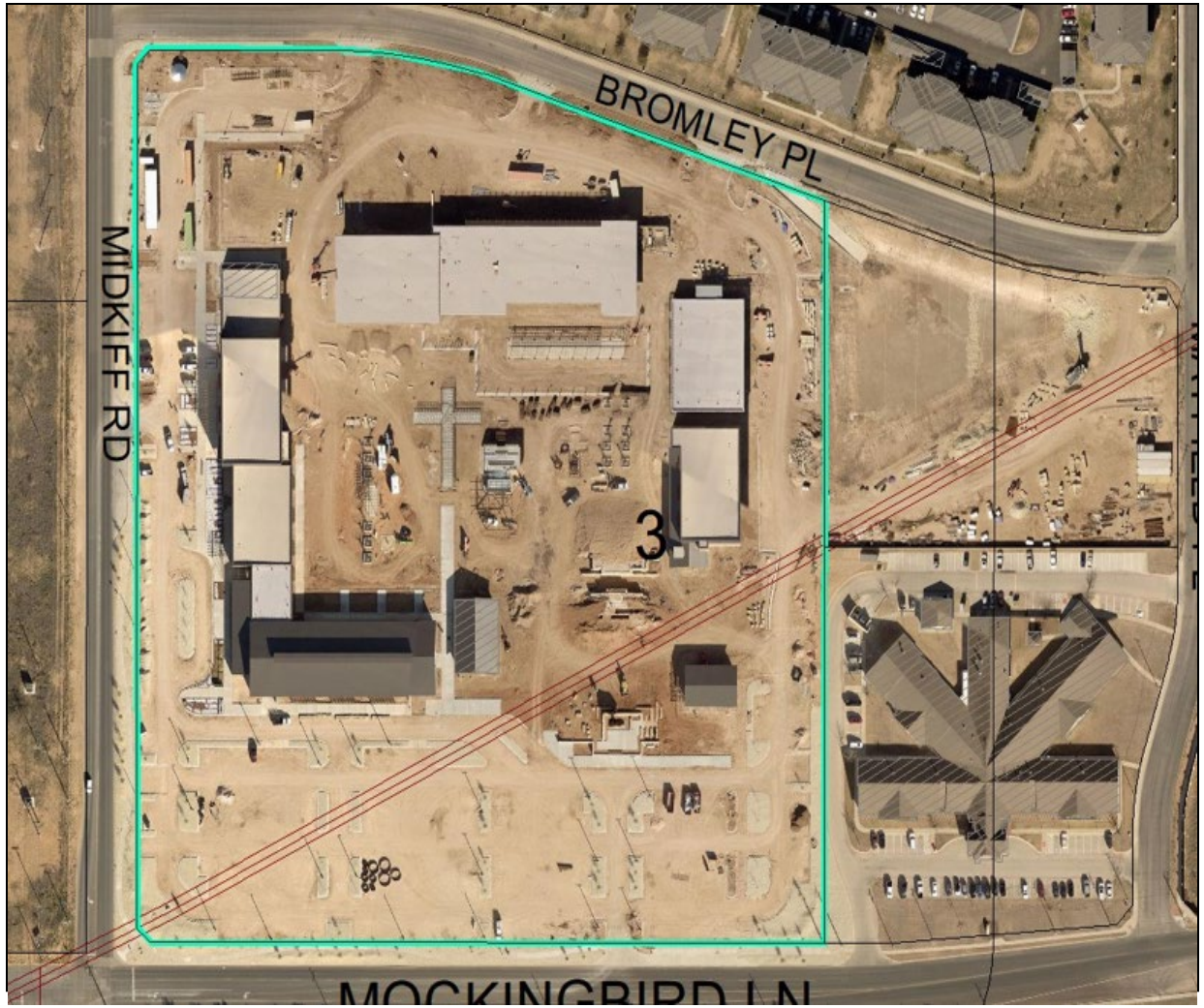
- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **South and North:** PD, Planned District for a Housing Development
  - **West:** O-1, Office District
  - **East:** RR, Regional Retail District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Restaurants, Outdoor Amusement, Retail Stores and Shops
- **Surrounding Uses:**
  - **North:** Apartment Complex
  - **West and East:** Vacant Land
  - **South:** Single-Family Housing
- **Proposed Use:** Restaurant and Bar



MIDLAND
Be the Energy!



On Mockingbird Lane, Looking Northwest

6

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,314 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 10:00 p.m. Friday 11:00 a.m. to 11:00 p.m. Saturday 10:00 a.m. to 11 p.m. Sunday from 10 a.m. to 9:00 p.m.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

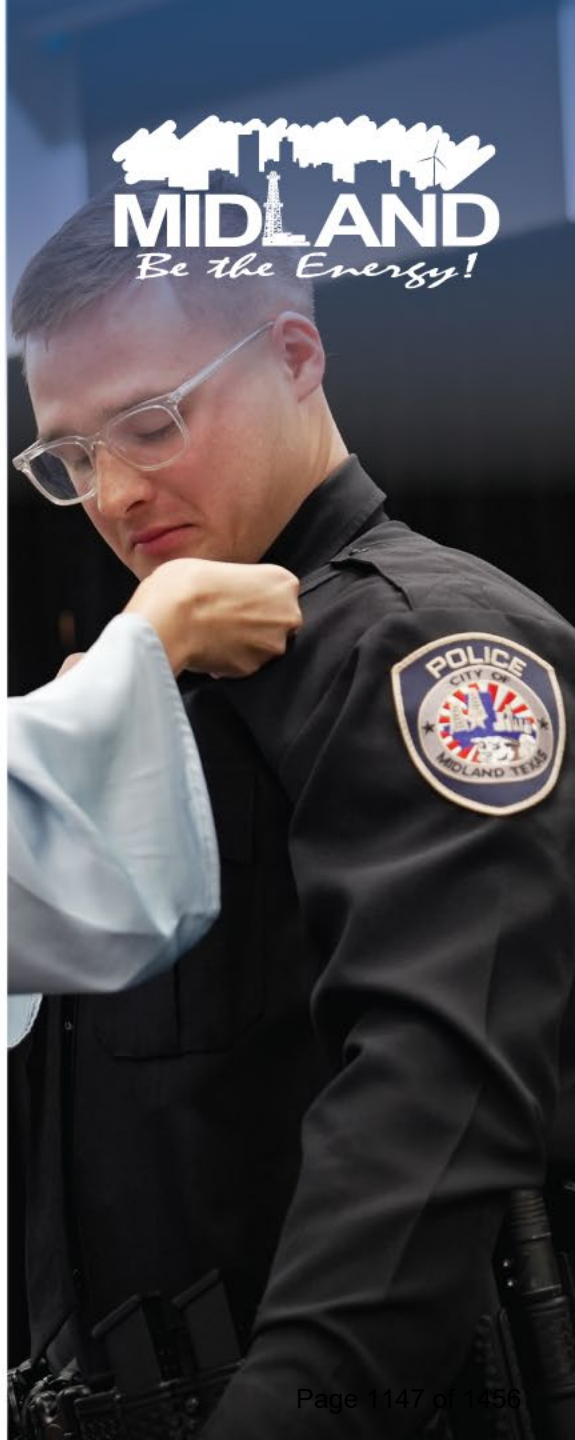
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

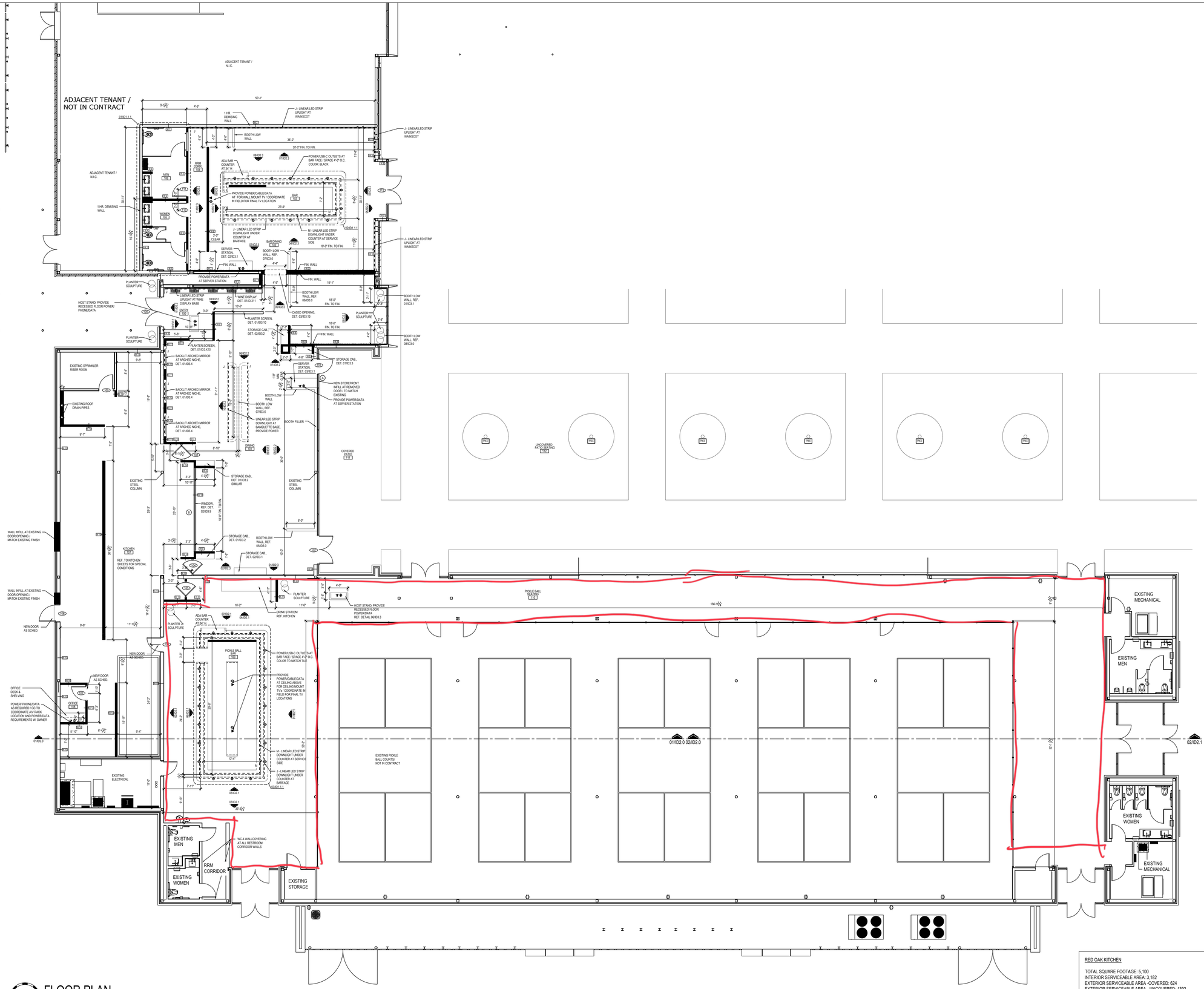
G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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





01 FLOOR PLAN
SCALE: 1/8"=1'-0"

RED OAK KITCHEN

TOTAL SQUARE FOOTAGE: 5,100
INTERIOR SERVICEABLE AREA: 3,182
EXTERIOR SERVICEABLE AREA -COVERED: 624
EXTERIOR SERVICEABLE AREA - UNCOVERED: 1392

CORK AND PICKLE

TOTAL SQUARE FOOTAGE: 15,061
SERVICEABLE AREA: 4,313

COHESIVE DESIGN GROUP

9610 VINEWOOD
DALLAS, TX 75228
PH: 214.507.9610

SHEET TITLE
DIMENSION FLOOR PLAN

RED OAK KITCHEN
222 W. LAS COLINAS BLVD,
SUITE 1650E
IRVING, TX 75039

RED OAK KITCHEN / CORK & PICKLE
SUMMIT CENTER
3200 MOCKINGBIRD LANE
BLDG 6, SUITES 101 & 102
MIDLAND, TX 79705

ISSUE BLOCK	
IFP	11.04.2025
REV 1	1.02.2026

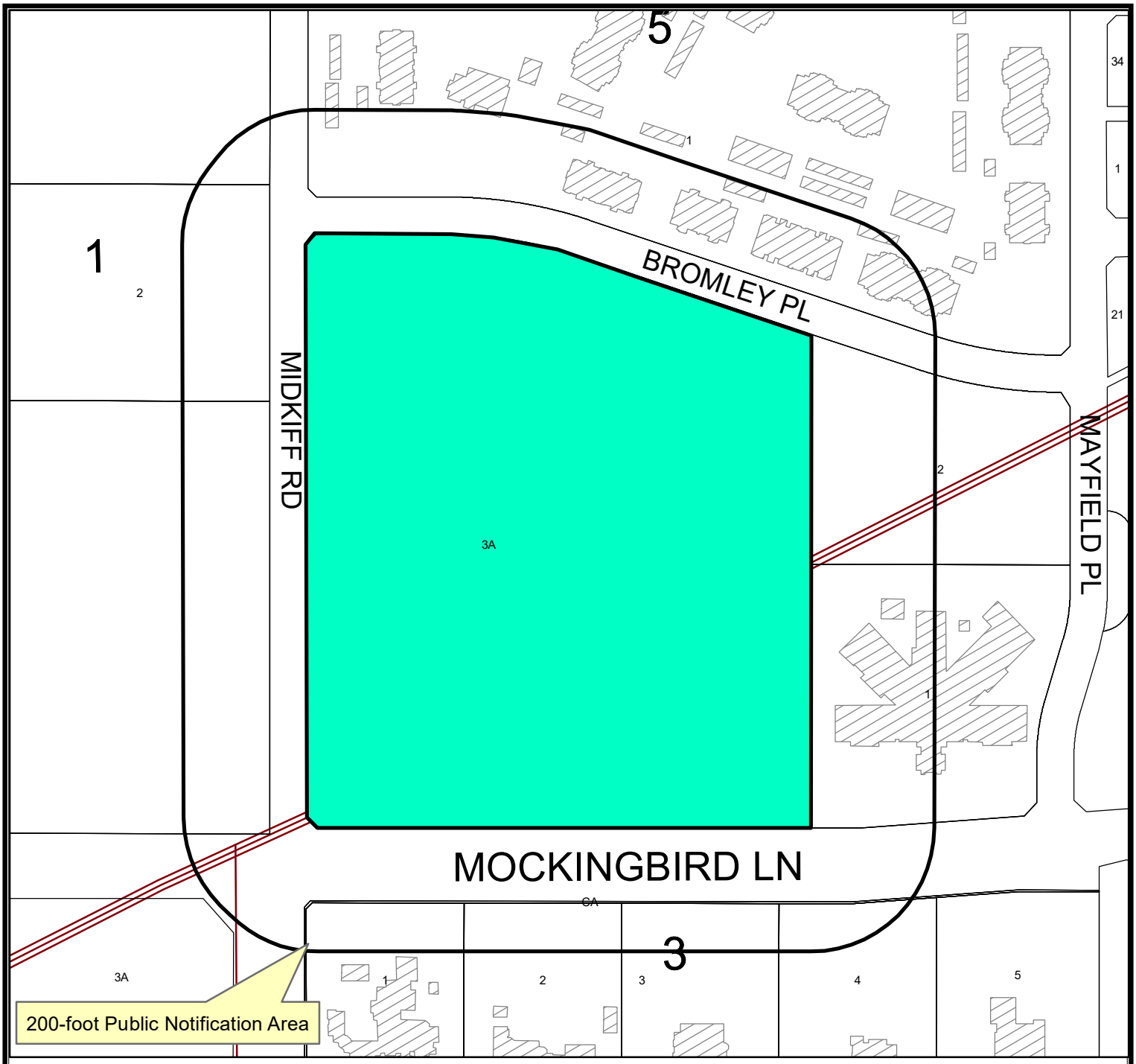
PROJECT NO: 2024-ROK
DRAWN BY: M.Q.
CHECKED BY: M.B.

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIED SITE AND DATE STATED HEREON AND IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OR PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

REGISTERED INTERIOR DESIGNER
MICHELLE BARRON
10231
STATE OF TEXAS
11.04.2025

SHEET NUMBER
ID1.1



Location Map

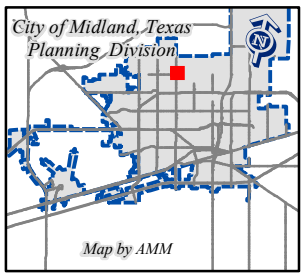
SUD-26-0218 **Scale: 1" = 600'**

Consider a request by Amber Davis, on behalf of Summit Center, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a Restaurant, on a 15,061 square foot portion for Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of North Midkiff Road and Mockingbird Lane. (Council District 1)

LEGEND

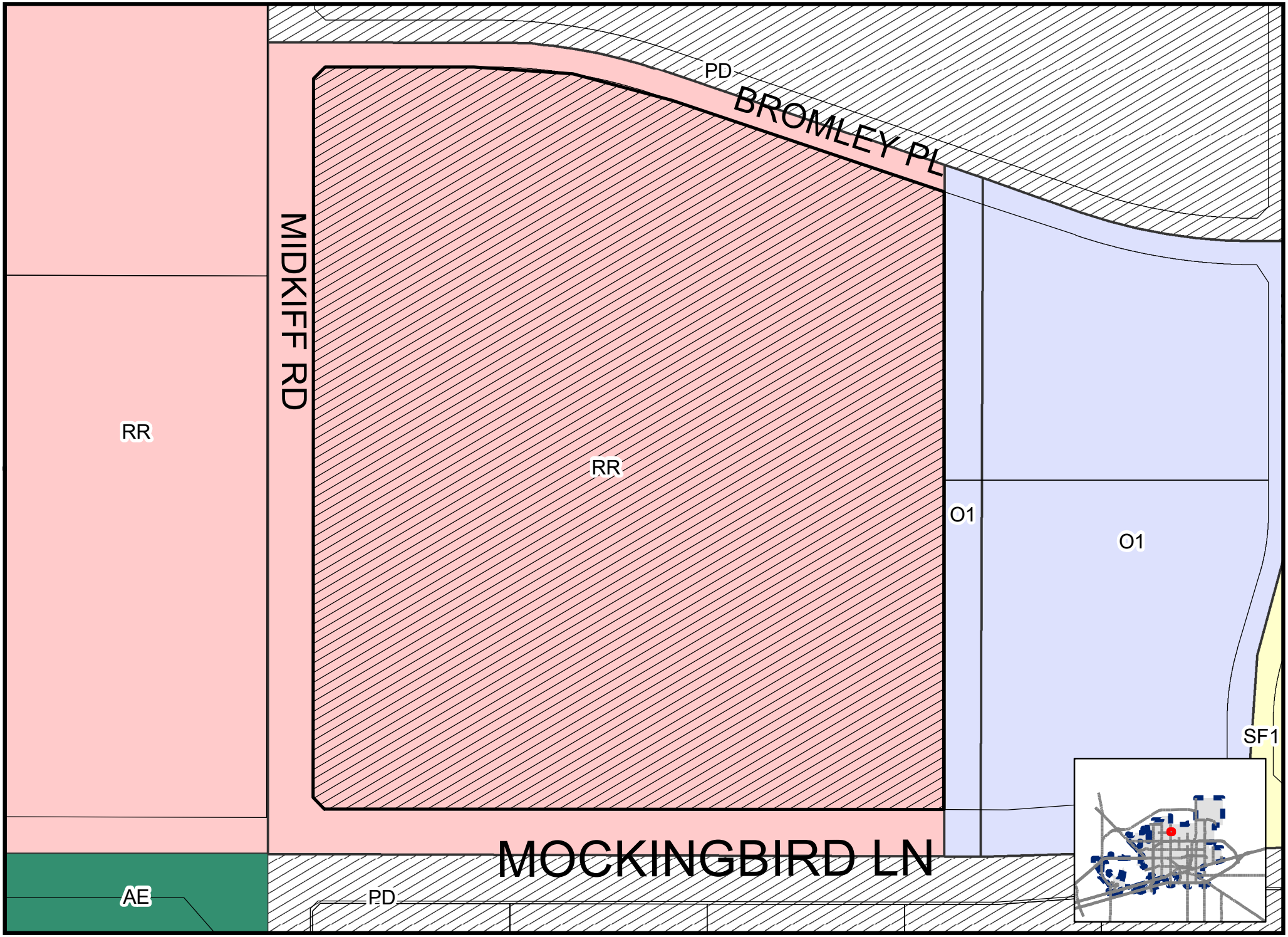
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



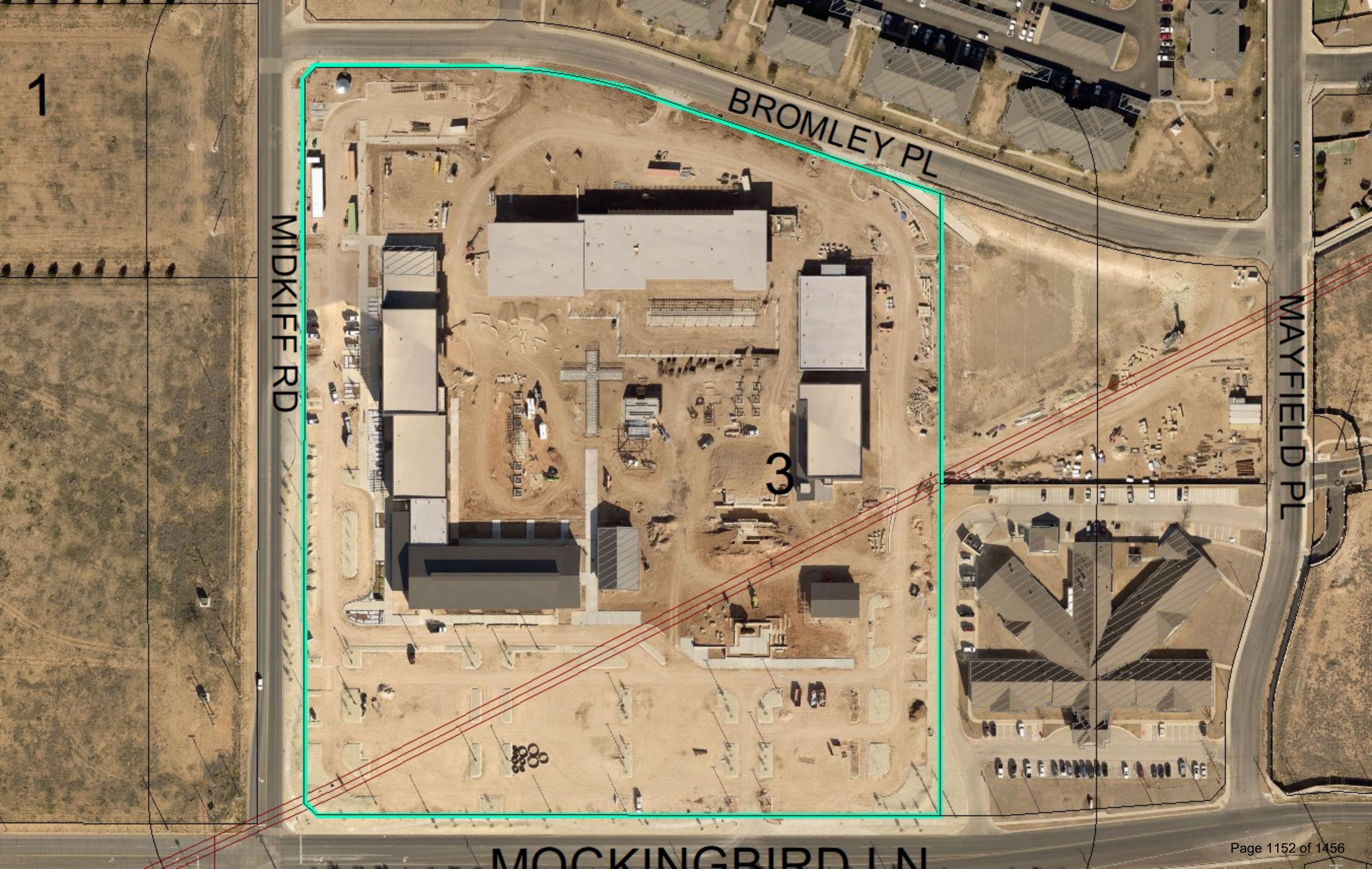
Map by AMM

SUD-26-0218

Scale: 1" = 600'

ZONING MAP

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BROMLEY PL
MIDKIFF RD
MAYFIELD PL
MOCKINGBIRD LN
1
3



City Council Meeting

Item Number: 32.
Meeting Date: February 24, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,724-SQUARE-FOOT PORTION OF LOT 3A, BLOCK 3, MAYFIELD PLACE, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Amber Davis, on behalf of Summit Center LLC., is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption in a restaurant called Red Oak Kitchen located at 3200 Mockingbird Lane.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for Housing Development and is the location of apartments. The properties to the east are zoned O-1, Office District and are the locations of a vacant property and a medical lodge. The properties to the south are zoned PD, Planned District for Housing Development and are the location of residences. The properties to the west are zoned RR, Regional Retail District, in part, and AE, Agricultural Estate District, in part. One of the properties is vacant and the other is the location of an oil well.
Analysis:

The property is zoned RR, Regional Retail District. The RR zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant with the approval of an SUD. The property does not have an existing SUD but they have recently received their building permit. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 5,724-square feet and the proposed alcohol serviceable area is 5,001 square feet.

The proposed days and hours of operation are:

Monday through Thursday 11 a.m. to 10 p.m.
Friday 11 a.m. to 11 p.m.
Saturday 10 a.m. to 11 a.m.
Sunday 10 a.m. to 9 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday 11 a.m. to 10 p.m.
Friday 11 a.m. to 11 p.m.
Saturday 10 a.m. to 11 a.m.
Sunday 10 a.m. to 9 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Red Oak Kitchen is acceptable. The property must adhere to the maximum occupant load of 333 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Red Oak Kitchen is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,001 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following: Monday through Thursday 11 a.m. to 10 p.m. Friday 11 a.m. to 11 p.m. Saturday 10 a.m. to 11 a.m. Sunday 10 a.m. to 9 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

Letters of Objection:

As of February 20, 2026 staff has not received any letters of objections.

Attachments:

A. ORDINANCE W EXH - SUD-26-0219.Red Oak Kitchen - Alcohol Sales Ord w Exh
B. SUD-26-0219, Alcohol SUD with Term Red Oak Kitchen
C. SUD-26-0219, Combined Docs

Alexis Martinez, Development Services	Created/Initiated - 2/5/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 5,724-square-foot portion of Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,001 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 10:00 p.m.;
Friday from 11:00 a.m. to 11:00 p.m.;
Saturday from 10:00 a.m. to 11:00 p.m.; and
Sunday from 10:00 a.m. to 9:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

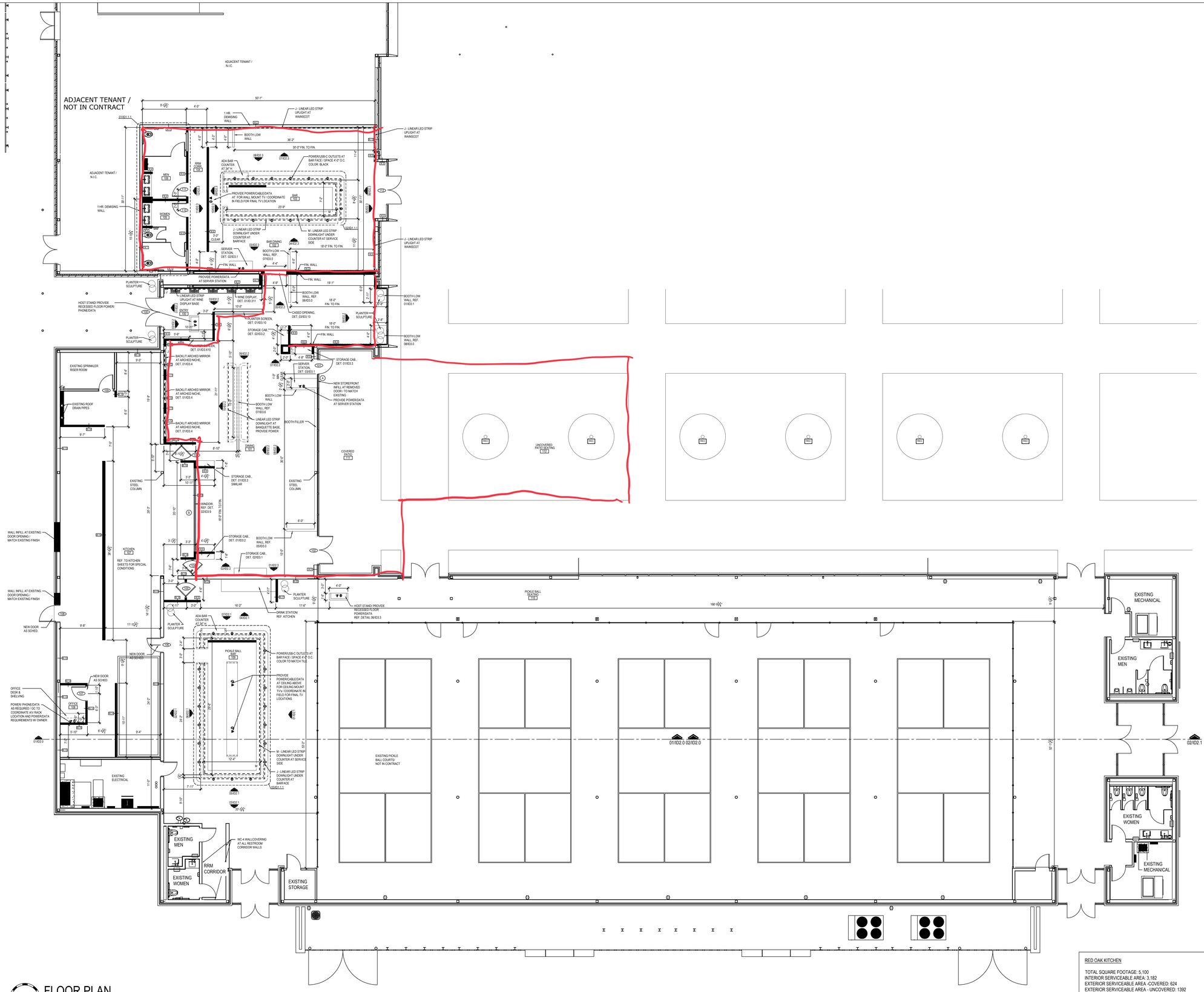
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



01 FLOOR PLAN
SCALE: 1/8"=1'-0"

EXHIBIT A

RED OAK KITCHEN

TOTAL SQUARE FOOTAGE: 5,100
INTERIOR SERVICEABLE AREA: 3,182
EXTERIOR SERVICEABLE AREA -COVERED: 624
EXTERIOR SERVICEABLE AREA - UNCOVERED: 1392

CORK AND PICKLE

TOTAL SQUARE FOOTAGE: 15,061
SERVICEABLE AREA: 4,313

COHESIVE DESIGN GROUP

9610 VINEWOOD
DALLAS, TX 75228
PH: 214.507.9610

SHEET TITLE
DIMENSION FLOOR PLAN

RED OAK KITCHEN
222 W. LAS COLINAS BLVD,
SUITE 1650E
IRVING, TX 75039

RED OAK KITCHEN / CORK & PICKLE
SUMMIT CENTER
3200 MOCKINGBIRD LANE
BLDG 6, SUITES 101 & 102
MIDLAND, TX 79705

ISSUE BLOCK

IFP	11.04.2025
REV 1	1.02.2026

PROJECT NO: 2024-ROK
DRAWN BY: M.Q.
CHECKED BY: M.B.

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIED SITE AND DATE STATED HEREON AND IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OR PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

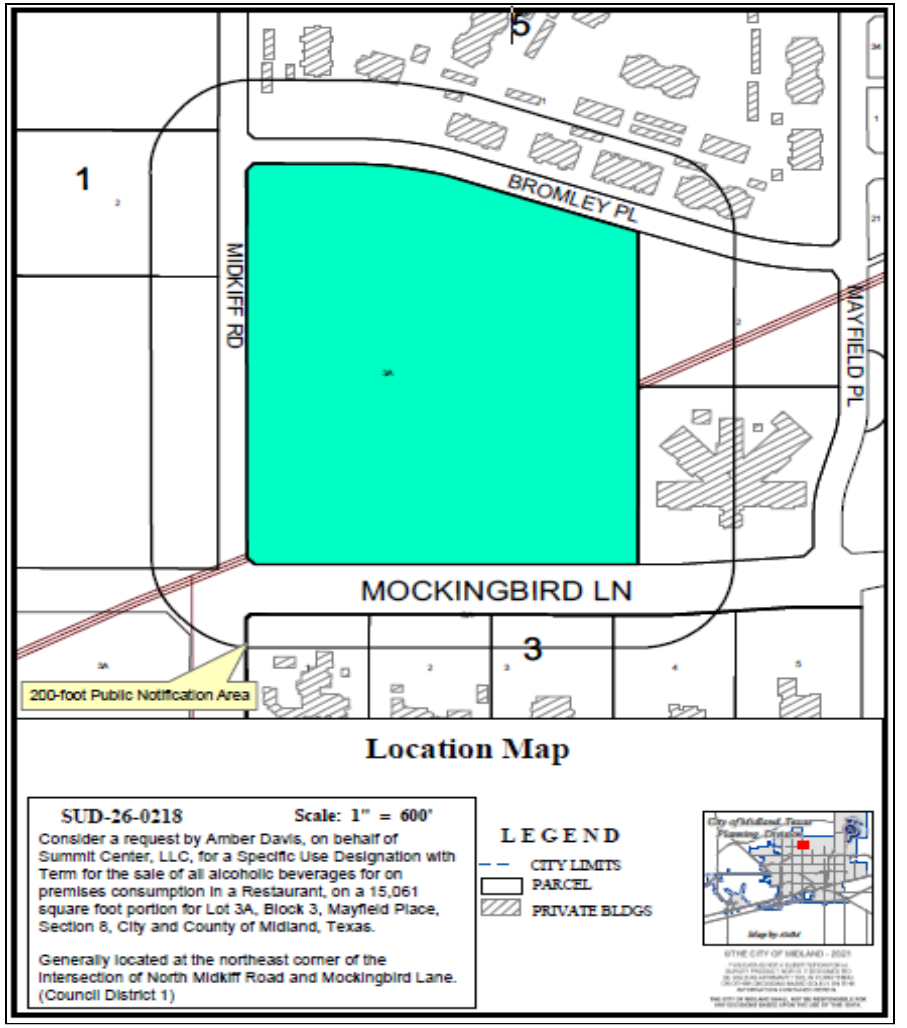
REGISTERED INTERIOR DESIGNER
MICHELLE BUSBEE
10231
STATE OF TEXAS
11.04.2025

SHEET NUMBER
ID1.1


MIDLAND
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ITEM
SPECIFIC USE DESIGNATION
RED OAK KITCHEN
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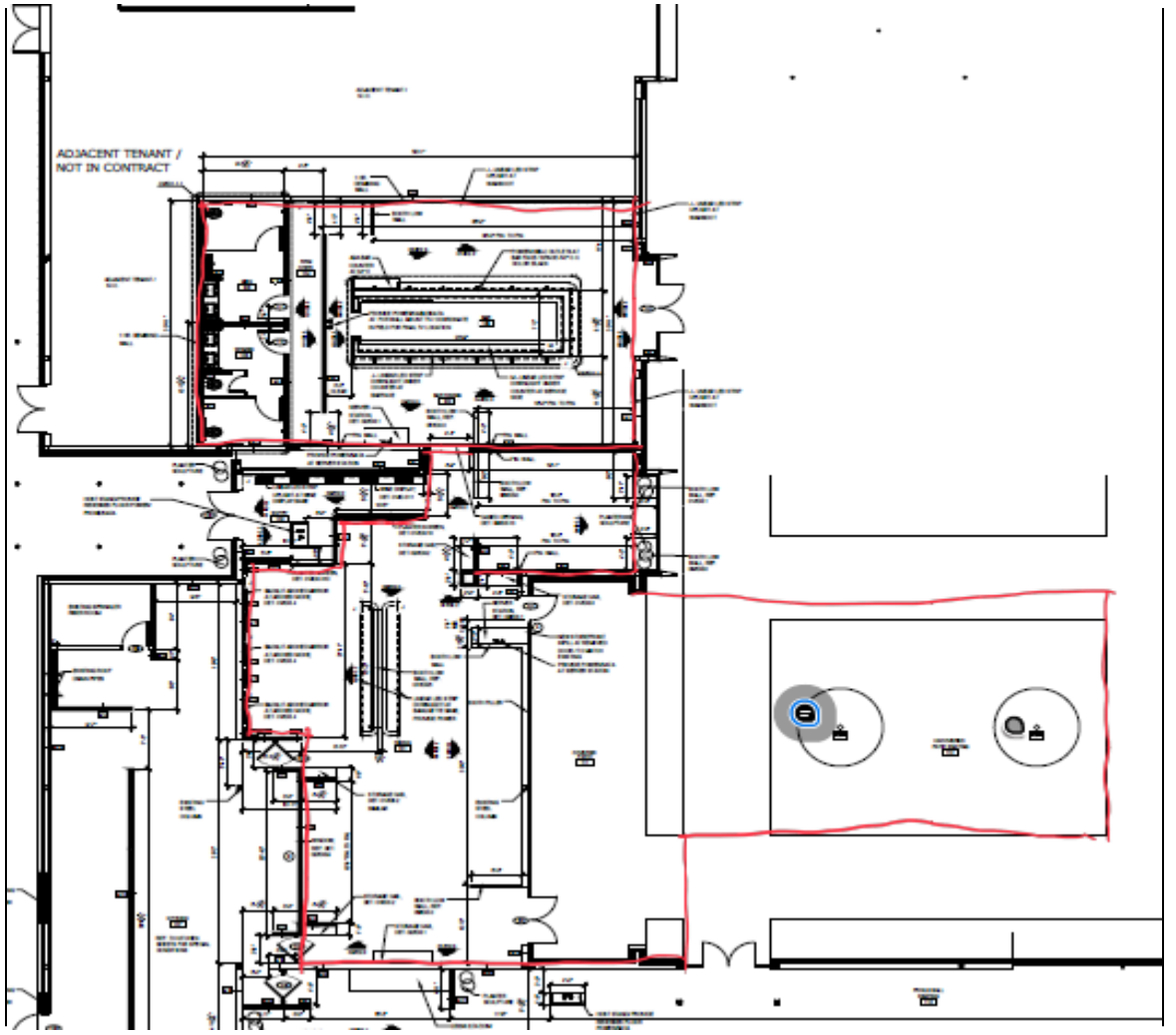
APPLICATION SUMMARY

- **Applicant:** Amber Davis
- **Property Owner:** Summit Center, LLC
- **Location:** 3200 Mockingbird Lane (Council District 1)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a restaurant/bar.



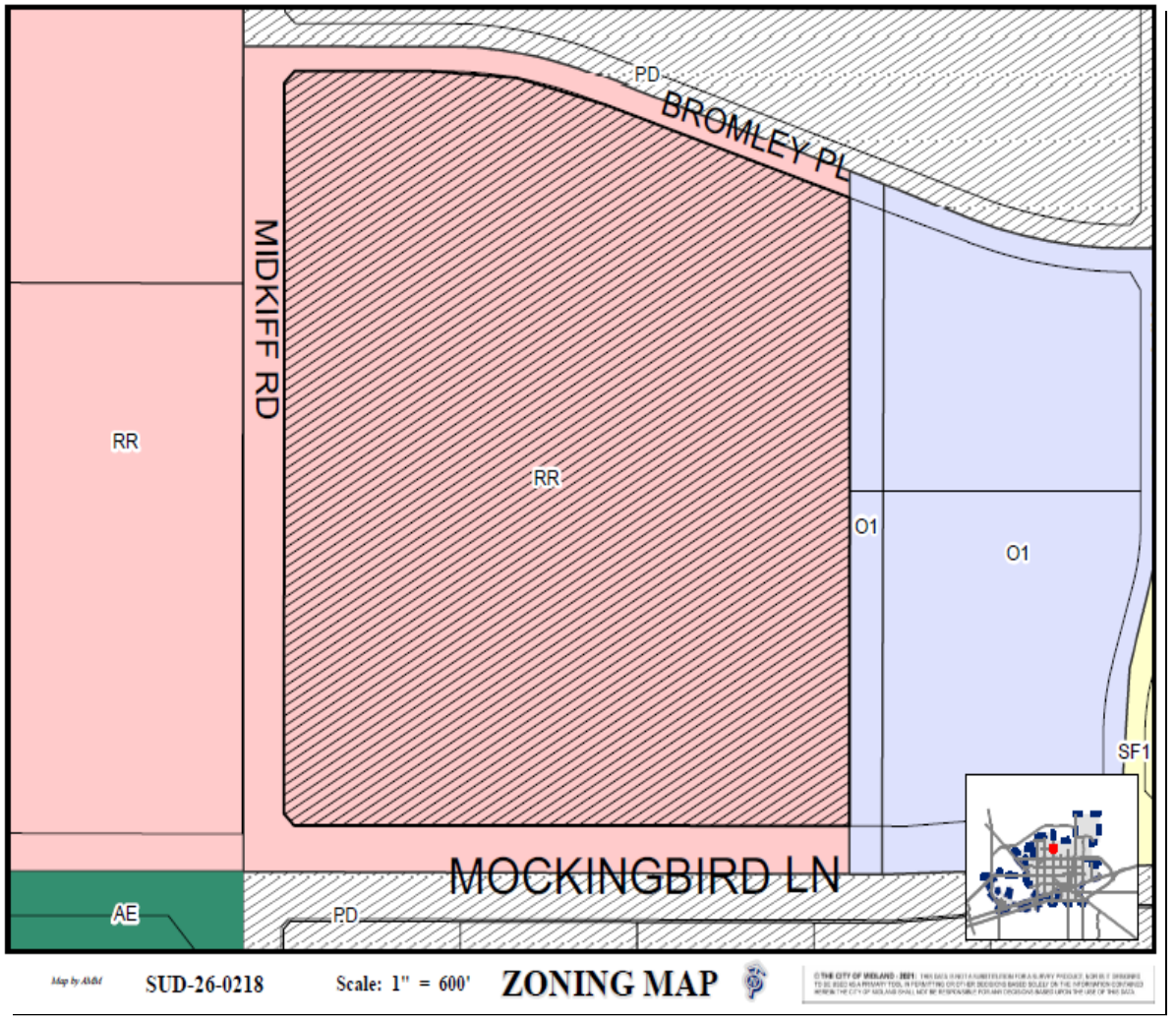
DETAILS OF REQUEST

- **For a new restaurant and bar area.**
- **Area of Business:** 5,725 SF
- **Serviceable Area:** 5,001 SF
- **Hours of Operation and Sales of Alcohol:** Monday through
  Thursday 11:00 a.m. to 10:00 a.m.
  Friday 11:00 a.m. to 11:00 p.m.
  Saturday 10:00 a.m. to 11:00 p.m.
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ZONING

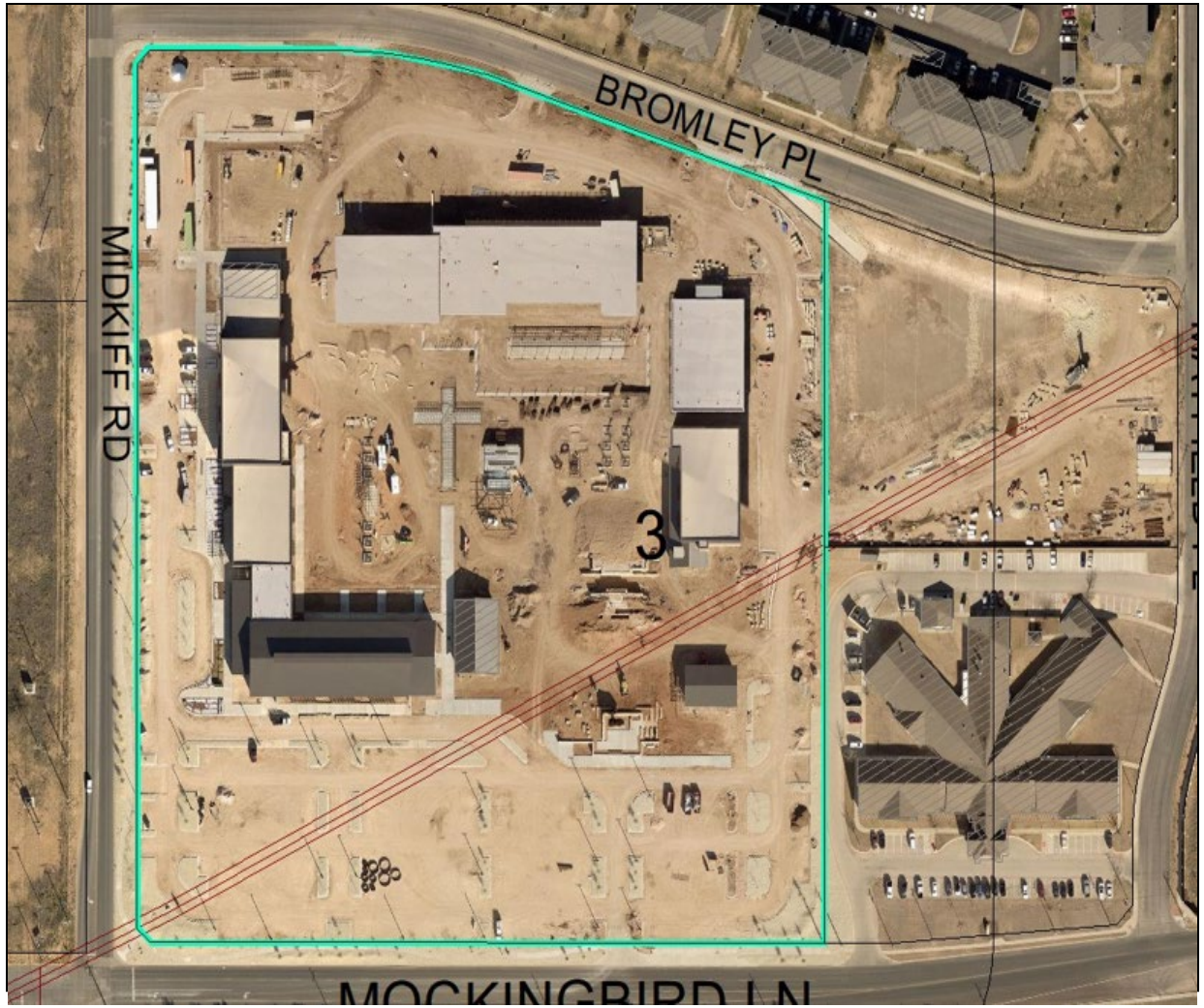
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- **Surrounding Zoning:**
  - **South/North:** PD, Planned District for a Housing Developement
  - **East:** O-1, Office District
  - **West:** RR, Regional Retail District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



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Be the Energy!

LAND USE

- **Current Use:** Restaurants, Outdoor Amusement, Retail Stores and Shops
- **Surrounding Uses:**
  - **North:** Apartment Complex
  - **West and East:** Vacant Land
  - **South:** Single-Family Housing
- **Proposed Use:** Restaurant and Bar



MIDLAND
Be the Energy!



On Mockingbird Lane, Looking North

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections."



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,001 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 10:00 p.m. Friday 11:00 a.m. to 11:00 p.m. Saturday 10:00 a.m. to 11 p.m. Sunday from 10 a.m. to 9:00 p.m.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

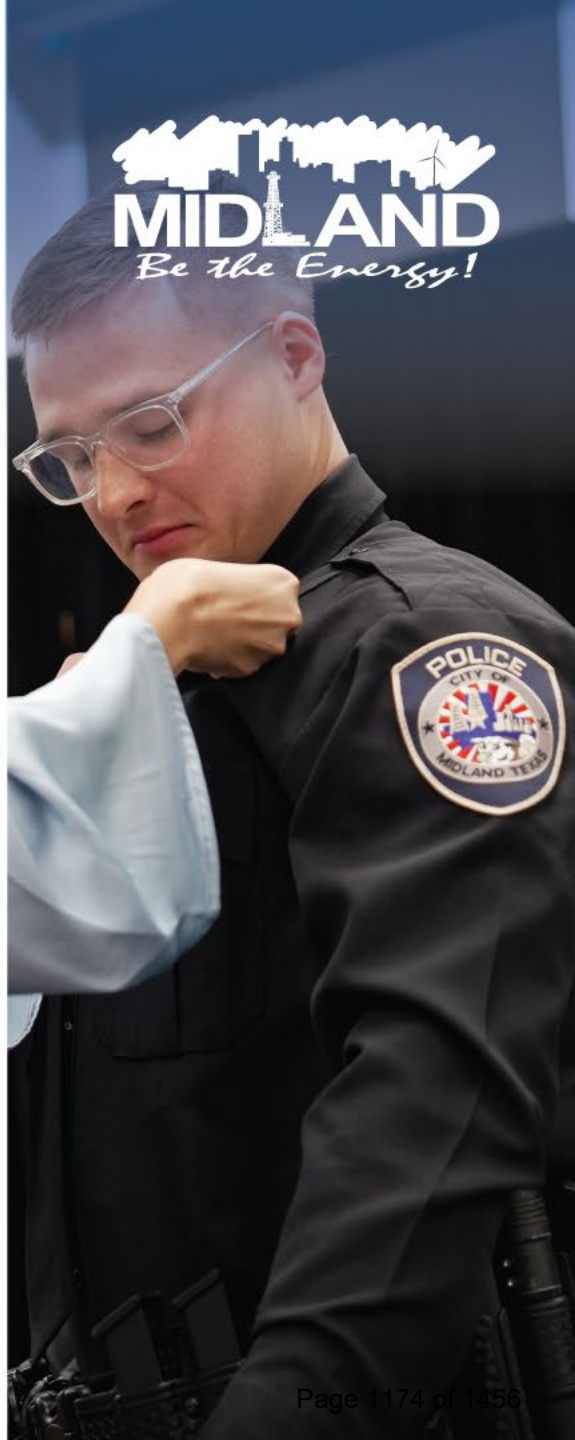
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

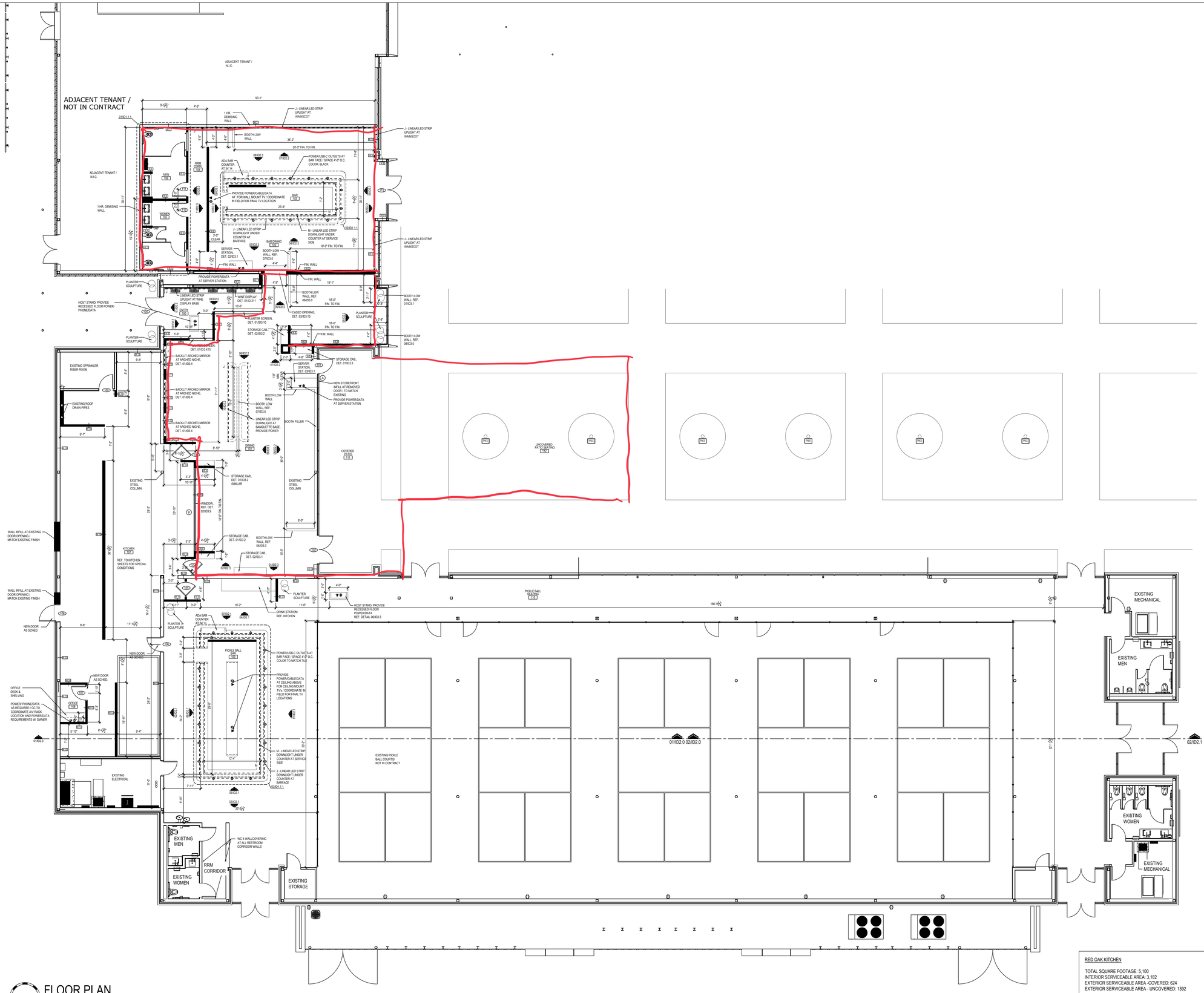
G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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





01 FLOOR PLAN

SCALE: 1/8"=1'-0"

RED OAK KITCHEN

TOTAL SQUARE FOOTAGE: 5,100
INTERIOR SERVICEABLE AREA: 3,182
EXTERIOR SERVICEABLE AREA -COVERED: 624
EXTERIOR SERVICEABLE AREA - UNCOVERED: 1392

CORK AND PICKLE

TOTAL SQUARE FOOTAGE: 15,061
SERVICEABLE AREA: 4,313

COHESIVE DESIGN GROUP

9610 VINEWOOD
DALLAS, TX 75228
PH: 214.507.9610

SHEET TITLE

DIMENSION FLOOR PLAN

RED OAK KITCHEN
222 W. LAS COLINAS BLVD,
SUITE 1650E
IRVING, TX 75039

RED OAK KITCHEN / CORK & PICKLE
SUMMIT CENTER
3200 MOCKINGBIRD LANE
BLDG 6, SUITES 101 & 102
MIDLAND, TX 79705

ISSUE BLOCK

IFP	11.04.2025
REV 1	1.02.2026

PROJECT NO: 2024-ROK
DRAWN BY: M.Q.
CHECKED BY: M.B.

STIPULATION FOR REUSE

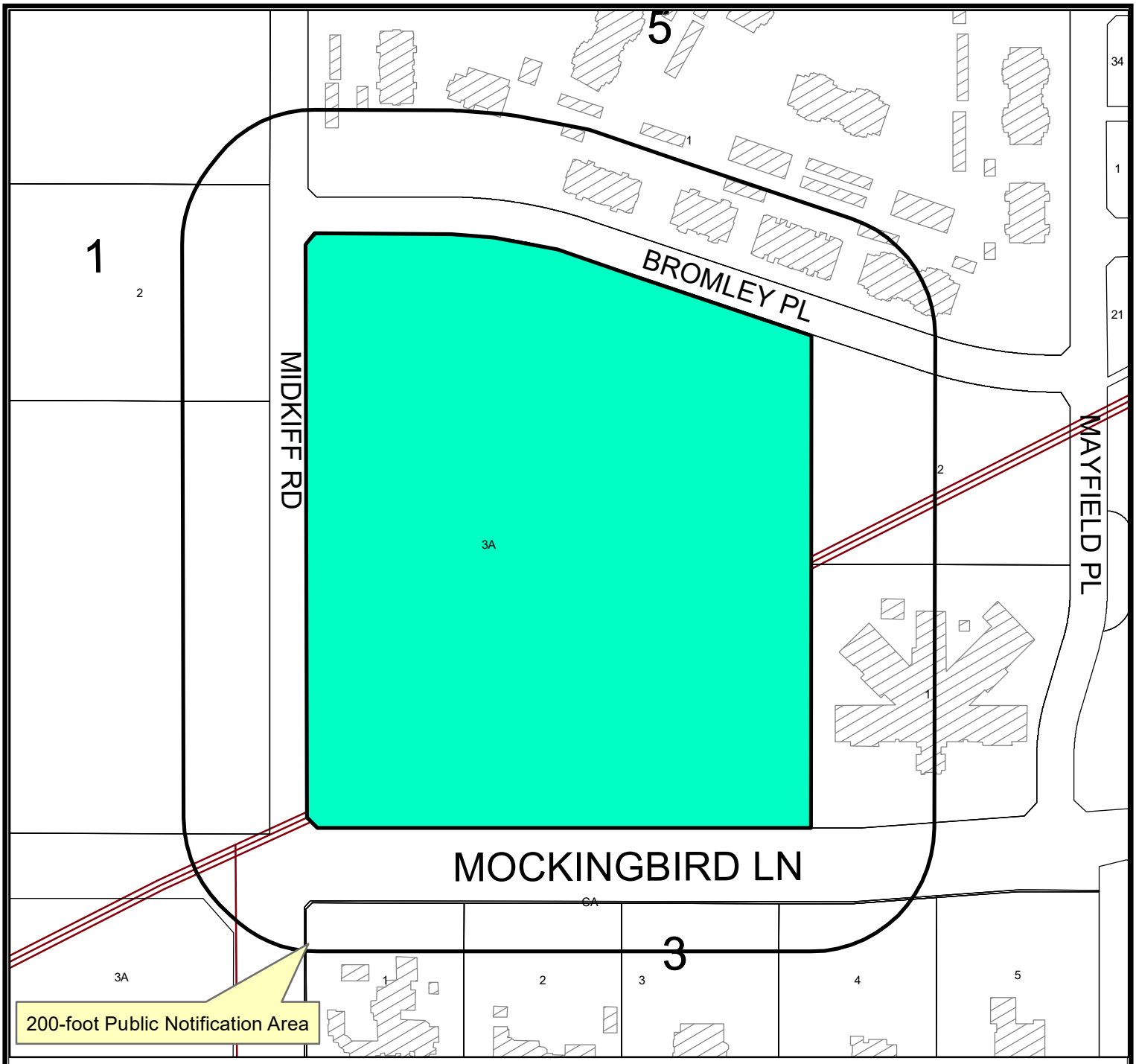
THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIED SITE AND DATE STATED HEREON AND IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OR PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

REGISTERED INTERIOR DESIGNER
MICHELLE BUSBEE
10231
STATE OF TEXAS

11.04.2025

SHEET NUMBER

ID1.1



Location Map

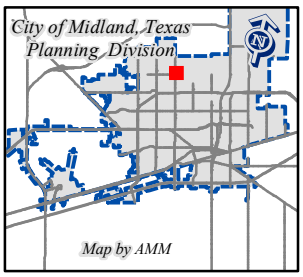
SUD-26-0219 **Scale: 1" = 600 '**

Consider a request by Amber Davis, on behalf of Summit Center, LLC, for a Specific Use Designation with Term for the sale of all alcoholic beverages for on premises consumption in a Restaurant, on a 5,724 square foot portion for Lot 3A, Block 3, Mayfield Place, Section 8, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of North Midkiff Road and Mockingbird Lane. (Council District 1)

LEGEND

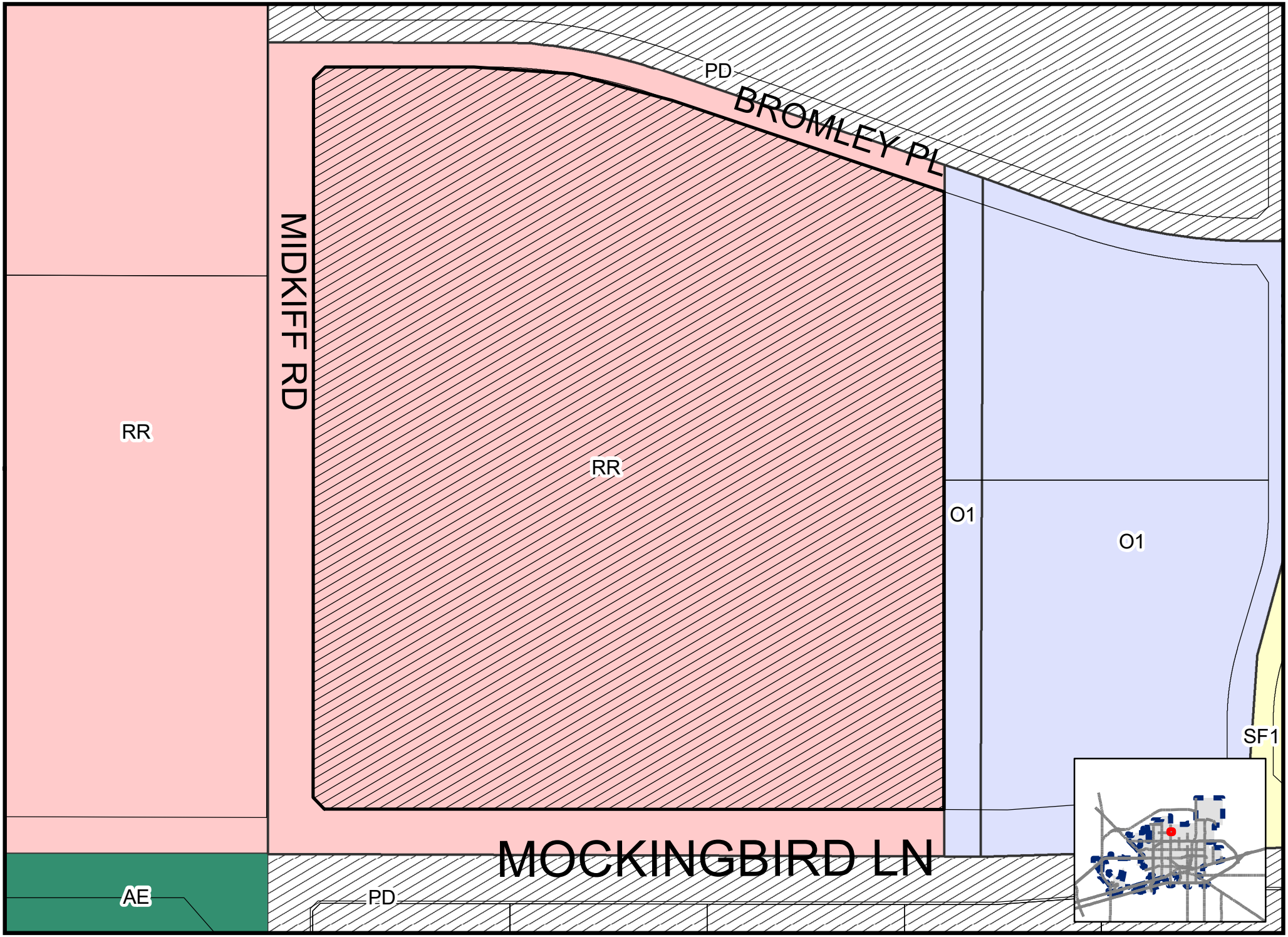
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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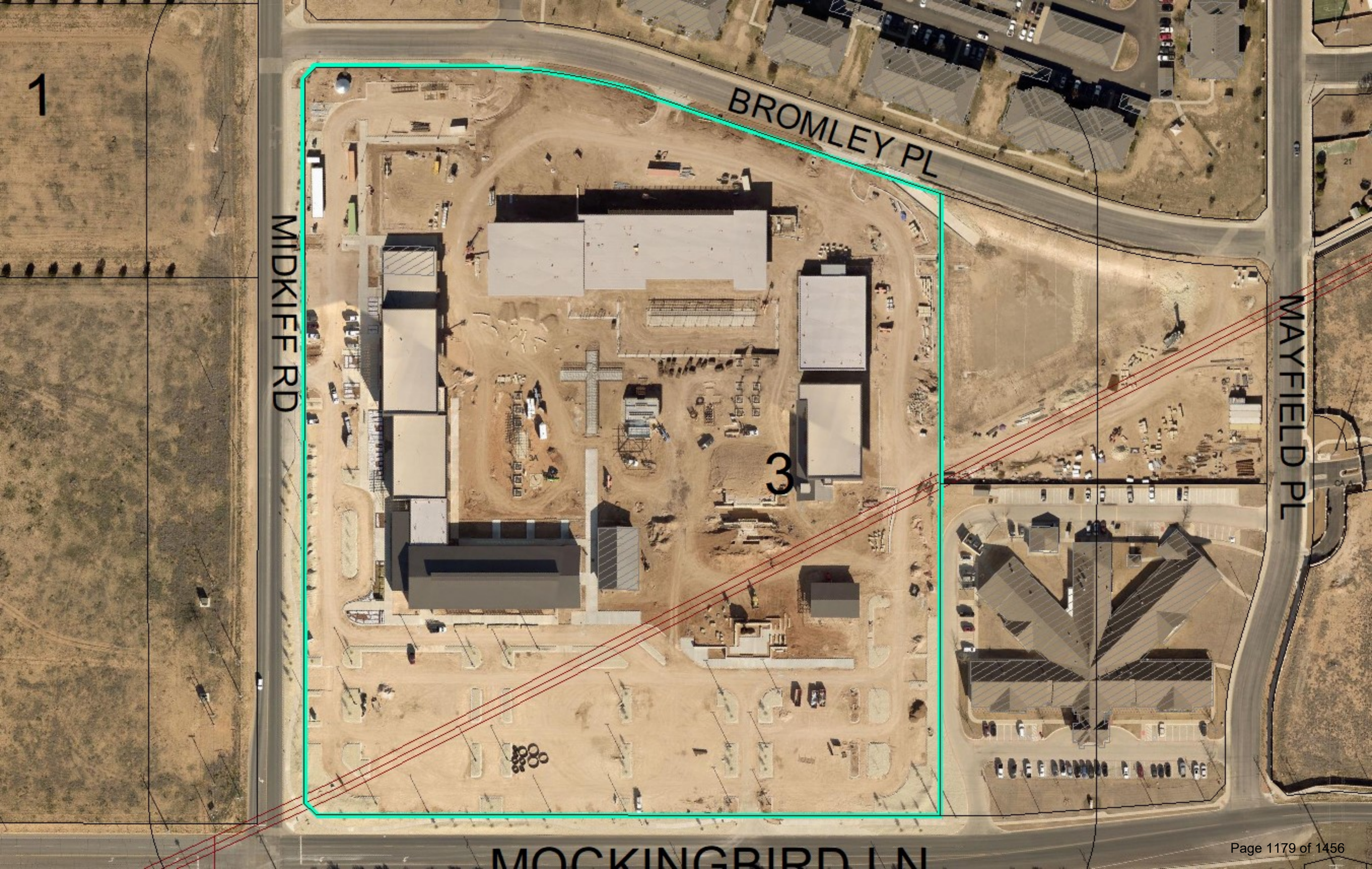
Map byAMM

SUD-26-0219

Scale: 1" = 600'

ZONING MAP

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BROMLEY PL
MIDKIFF RD
MAYFIELD PL
MOCKINGBIRD LN
1
3



City Council Meeting

Item Number: 33.
Meeting Date: February 24, 2026
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Carlin Smith, is requesting a Specific Use Designation (SUD) with term for Alcoholic Beverages Sales for on-premises consumption, in a bar located at 621 West Wall Street for Double Bar Saloon.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Analysis:

The property is zoned CB, Central Business District. The CB zoning allows for Alcoholic Beverages Sales for On-Premises Consumption in a bar with the approval of an SUD. The property does have an SUD as of June 10, 2025. Per the approved plans, the site will have adequate parking and circulation. The total area of the restaurant is 5,792-square feet and the

proposed alcohol serviceable area is 4,462 square feet.

The proposed days and hours of operation are:

Sunday through Saturday 12 p.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Sunday through Saturday 12 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

The SUD for Double Bar Saloon is acceptable. The property must adhere to the maximum occupant load of 115 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) Double Bar Saloon is an establishment that will provide Midland residents with a unique social gathering experience. Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following: Sunday through Saturday 12 p.m. to 2 a.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of February 20, 2026 staff has not received any letters of objections

Attachments:

A. ORDINANCE W EXH - SUD-25-0202.237 West Wall, LLC (Double Bar Saloon) - Alcohol Sales (Remove Security Req) Ord w Exh
B. SUD-25-0202, Alcohol SUD w Term Double Bar
C. SUD-25-0202, Combined Docs

Alexis Martinez, Development Services	Created/Initiated - 2/14/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 13, Block 61, Original Town Addition, Section 25, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 12:00 p.m. (noon) to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

H. That this ordinance shall supersede Ordinance No. 10633 in all respects, and Ordinance No. 10633 shall be of no further force and effect; provided, however, that for purposes of determining when the two-year term of this Specific Use Designation With Term shall expire in accordance with Section 11-1-9.07.E of the City Code, this ordinance shall be considered an amendment of Ordinance No. 10633, which was finally approved by the City Council on June 10, 2025. For the avoidance of doubt, this Specific Use Designation With Term shall expire at the conclusion of June 9, 2027, unless it is renewed in accordance with Section 11-1-9.07.E.2 of the City Code or terminated in accordance with Section 11-1-9.07.E.3 of the City Code.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²

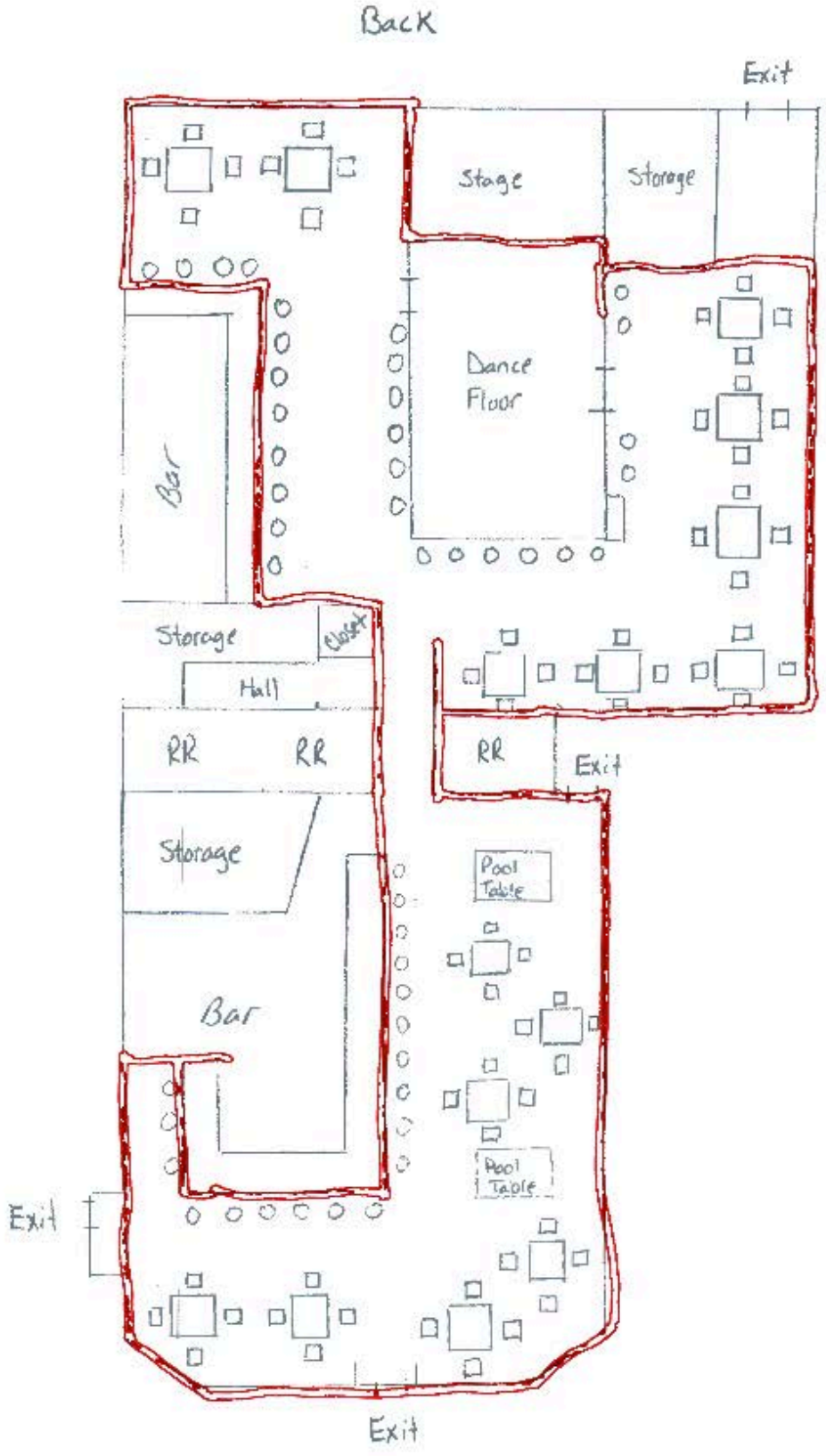


EXHIBIT A

MIDLAND
Be the Energy!

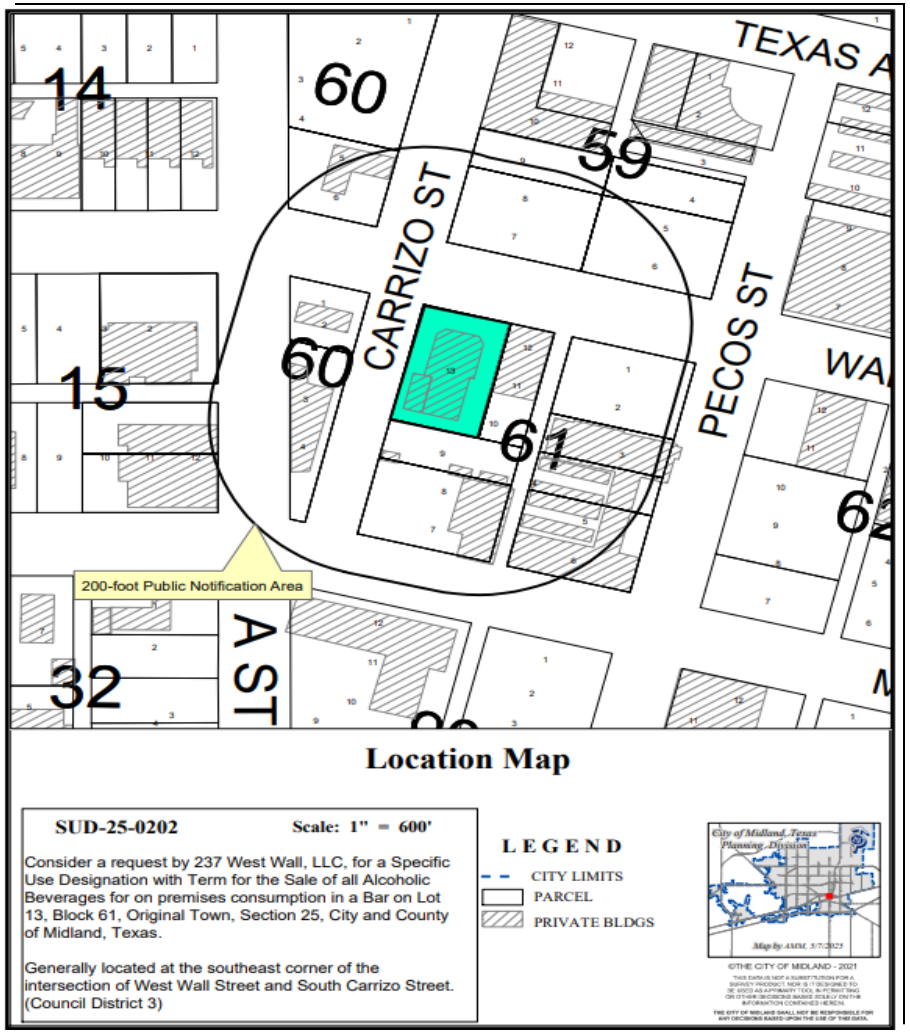
ITEM

SPECIFIC USE DESIGNATION
DOUBLE BAR SALOON

Visit Our Website
MIDLANDTEXAS.GOV

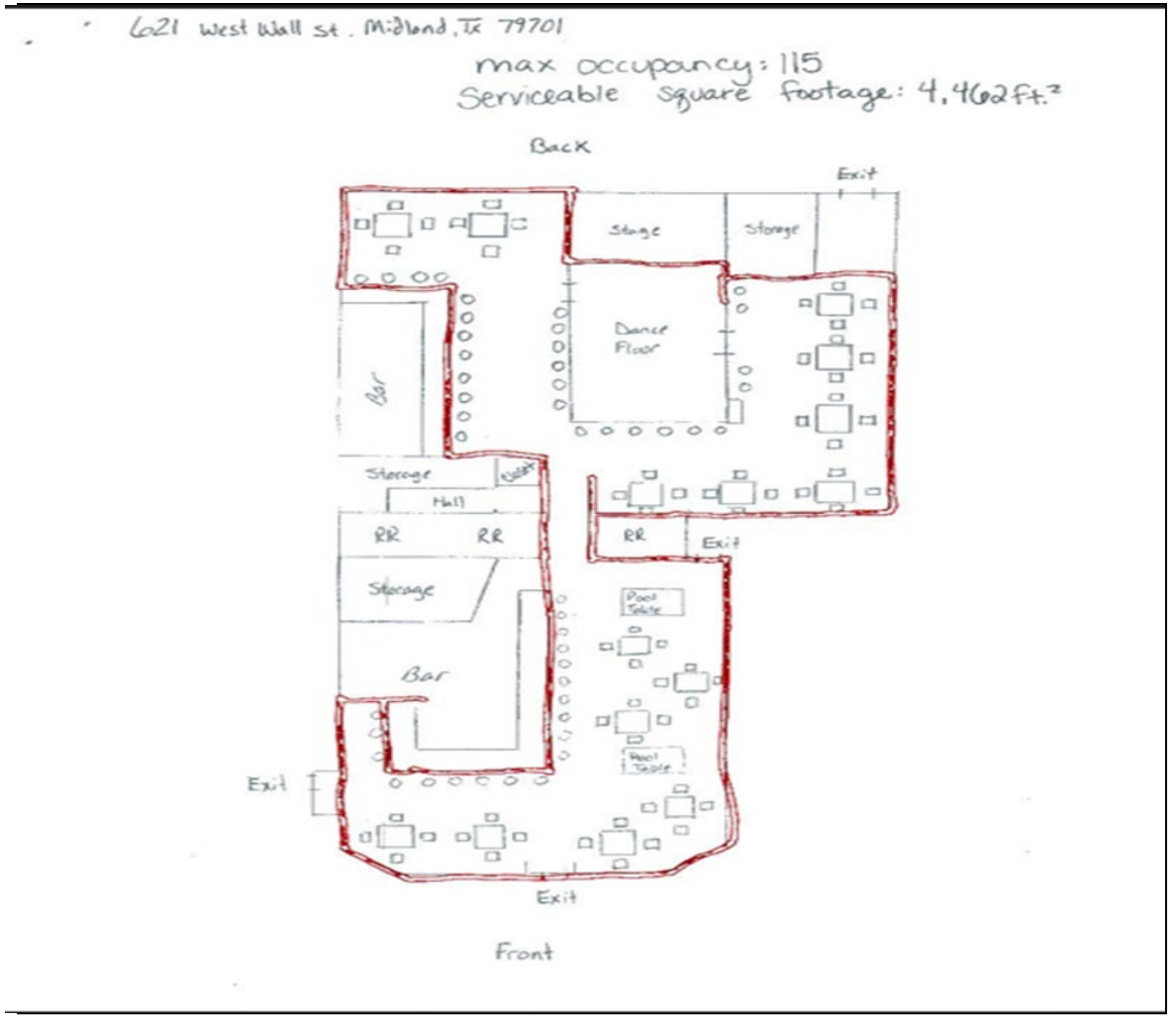
APPLICATION SUMMARY

- **Applicant:** 237 West Wall, LLC
- **Property Owner:** Wall Street Joint Ventures
- **Location:** 621 West Wall Street
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

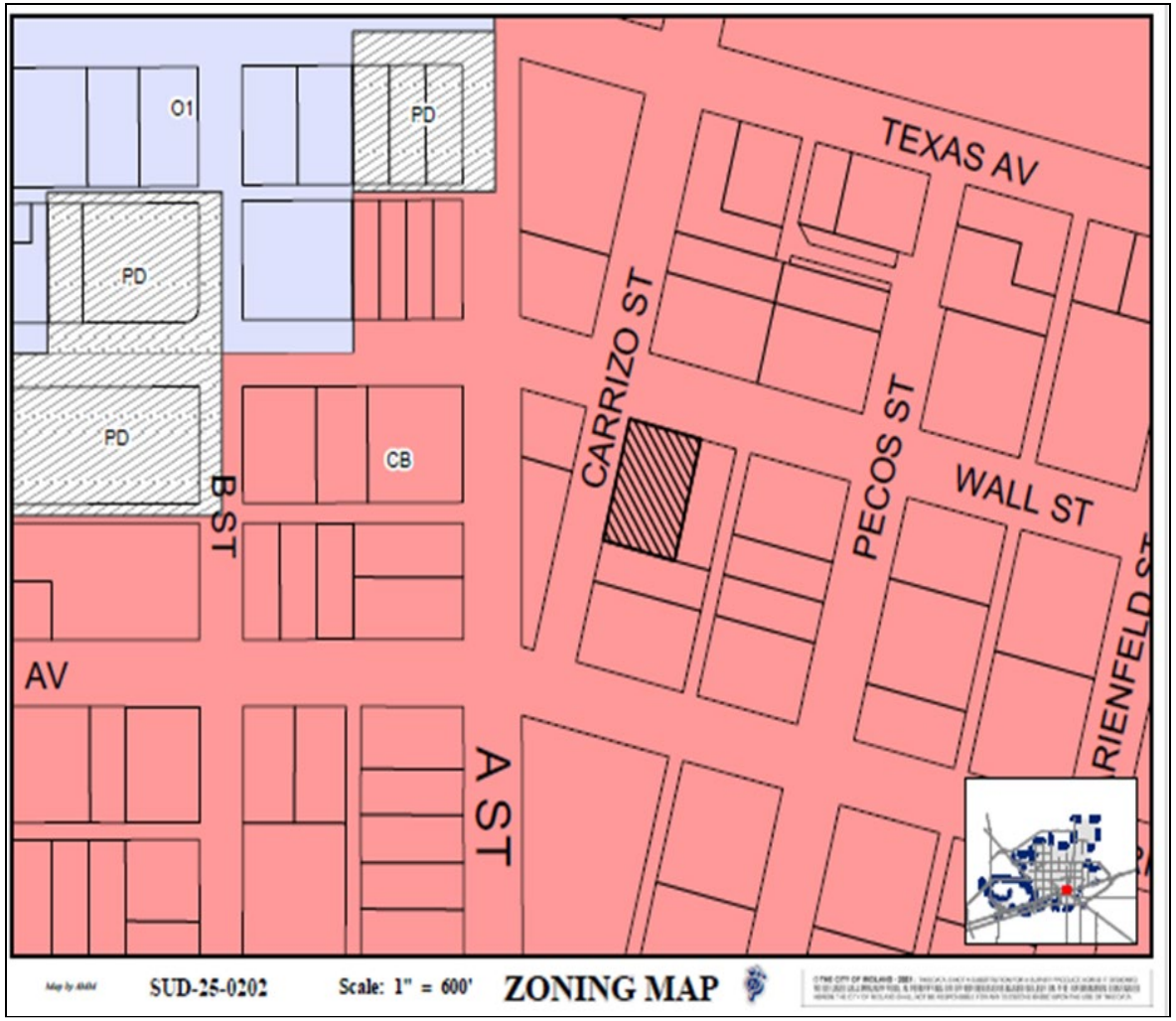
- For Existing Bar
- **Area of Business: 5,792** SF
- **Serviceable Area: 4,462** SF
- **Hours of Operation:** Sunday through Saturday from 12 p.m. to 2 a.m.
- **Proposed Hours of Alcohol Service:** Sunday through Saturday from 12 p.m. to 2 a.m.



MIDLAND Be the Energy!

ZONING

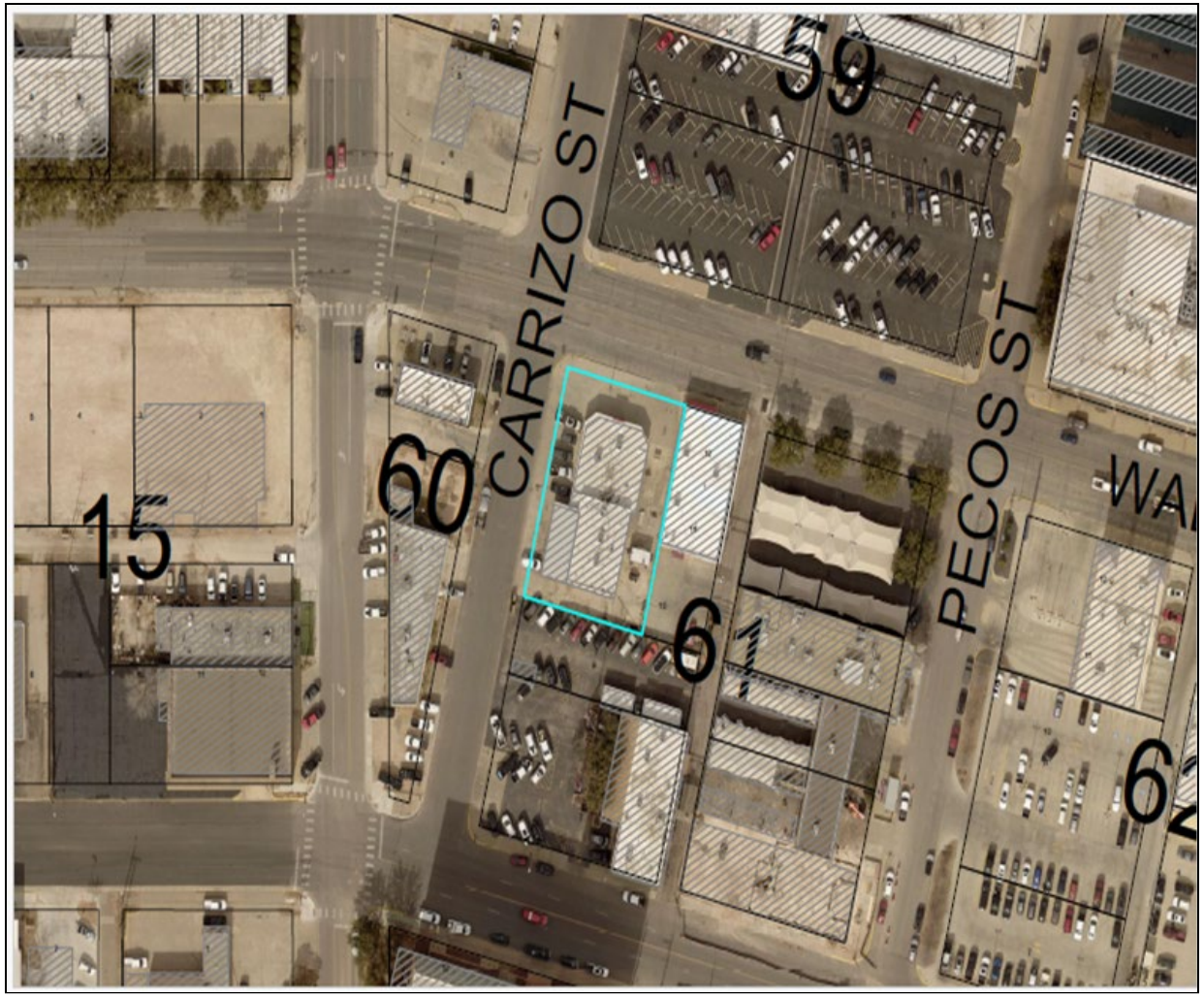
- **Current Zoning:** CB, Central Business District
- **Surrounding Zoning:**
  - **North, South, East and West:** CB, Central Business District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use: Bar**
- **Surrounding Uses:**
  - **North:** Office Building
  - **South:** The Bar
  - **East:** Hot Shots
  - **West:** Wall Street Cocina





On Carrizo Street, Looking South

7

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on May 19, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibits A, which are attached hereto and incorporated herein for all purposes.



STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Saturday from 12 p.m. to 2 a.m. of the following day.



STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

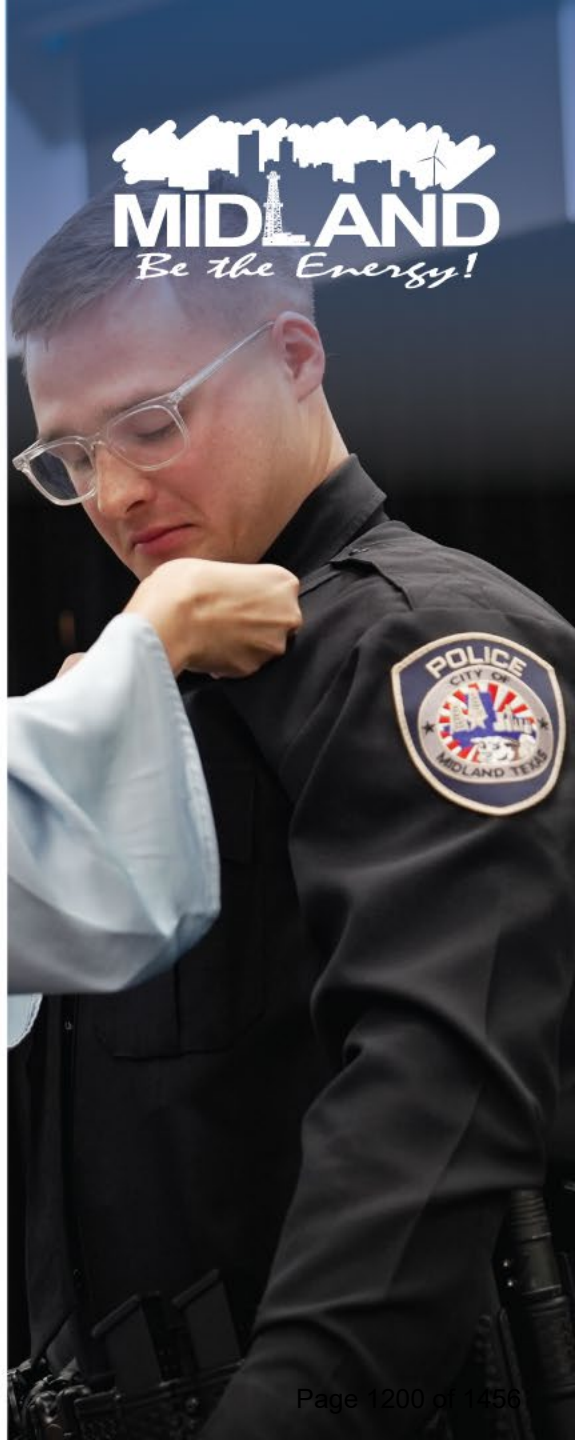
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.



STAFF'S RECOMMENDATION

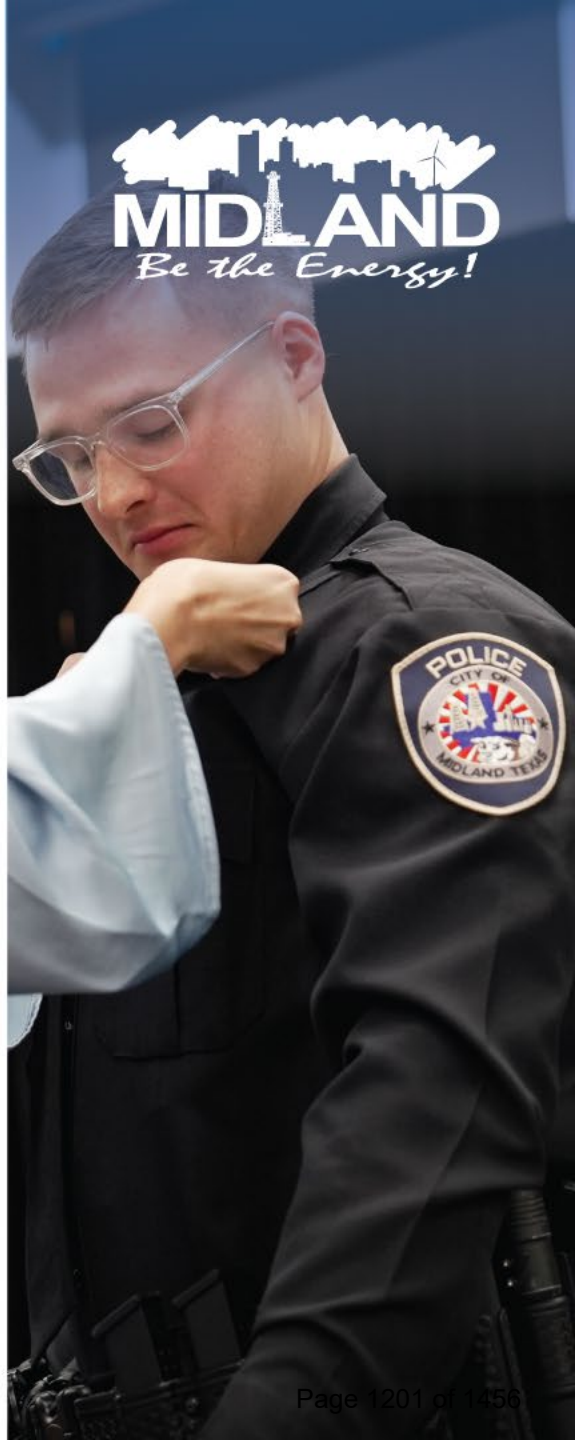
E. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



STAFF'S RECOMMENDATION

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



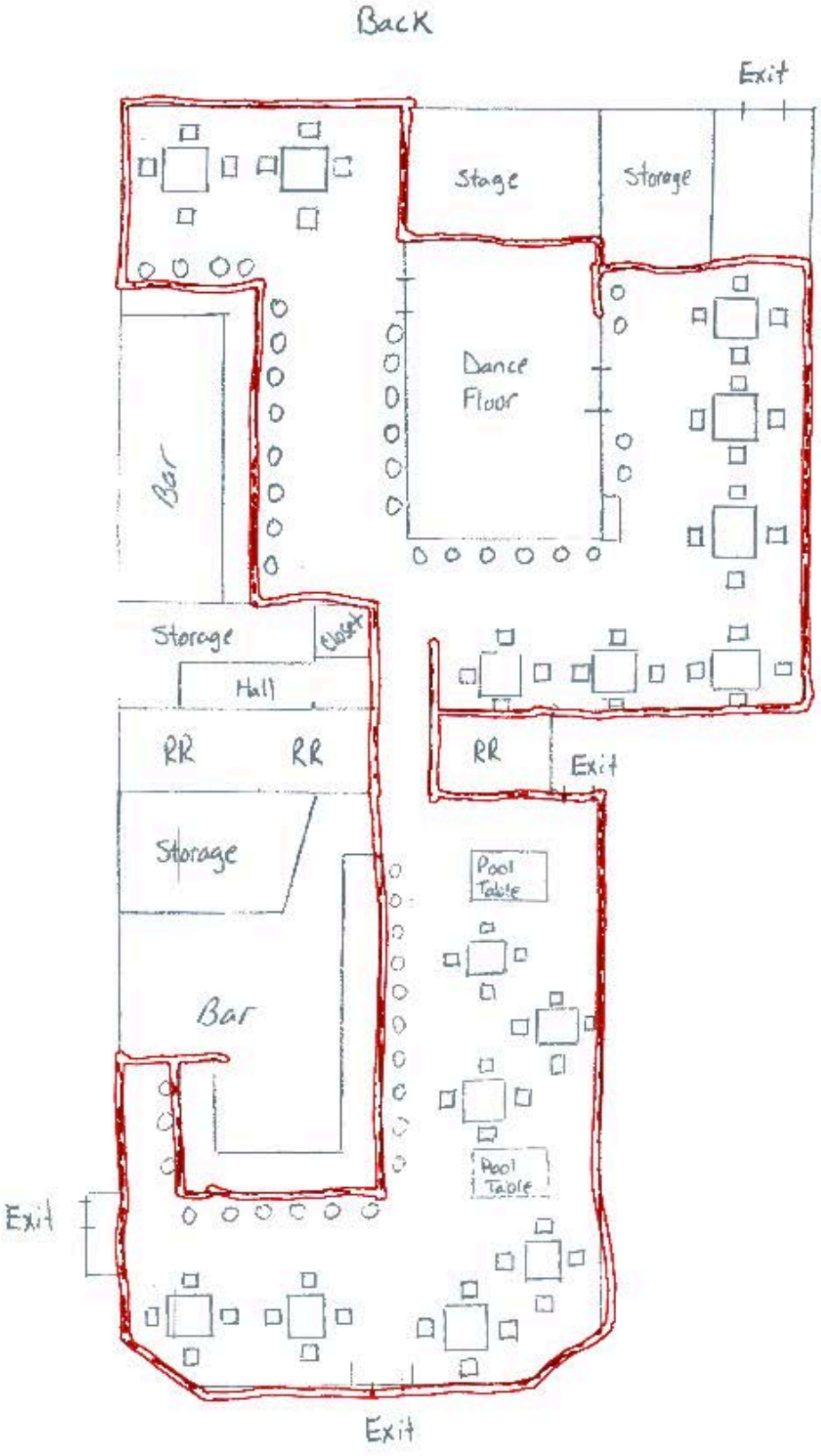
MISSION

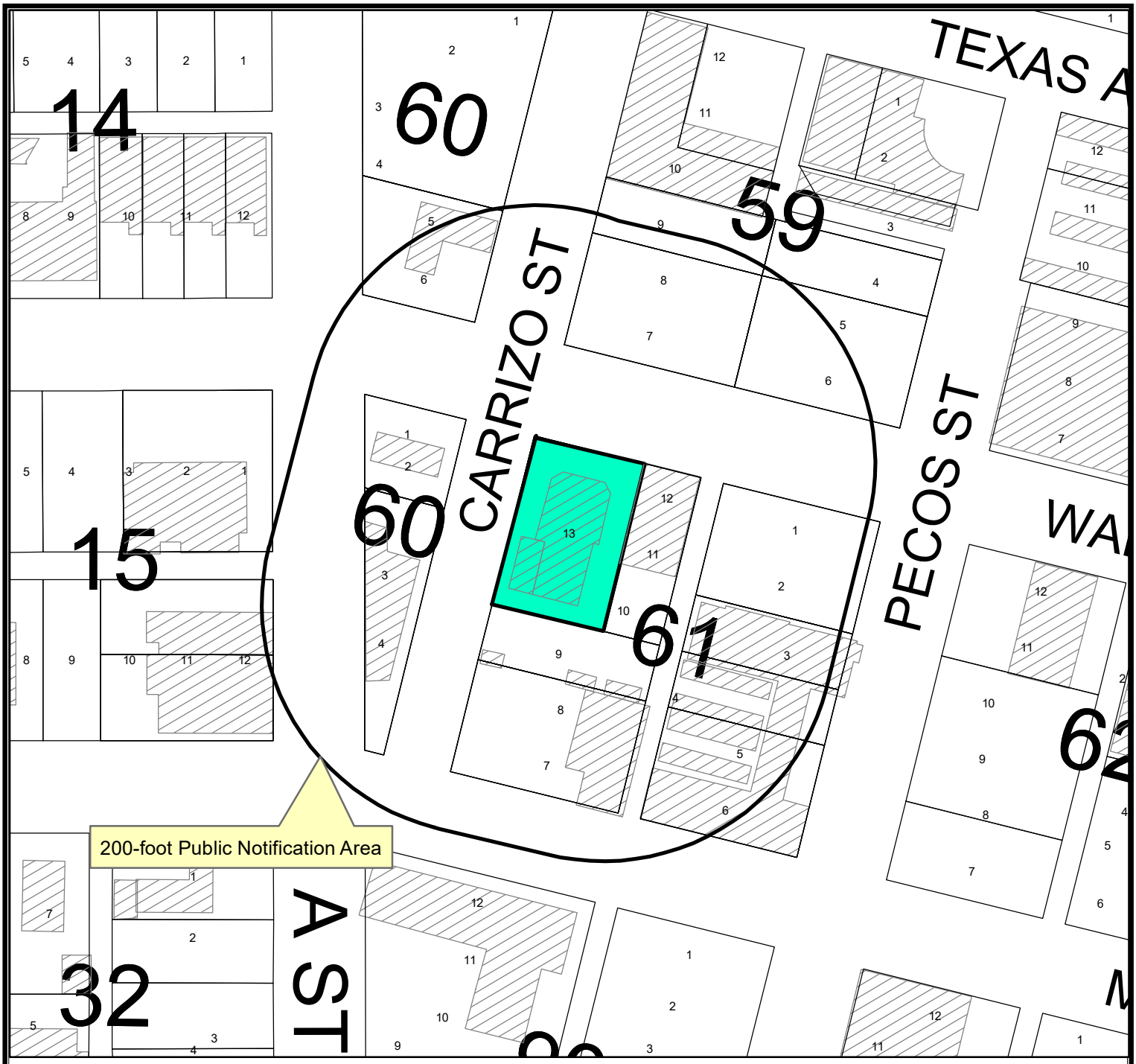
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²





Location Map

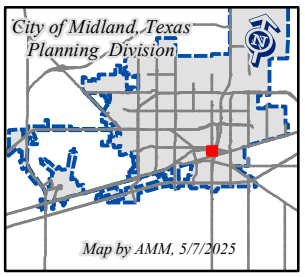
SUD-25-0202 **Scale: 1" = 600'**

Consider a request by 237 West Wall, LLC, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 13, Block 61, Original Town, Section 25, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of West Wall Street and South Carrizo Street. (Council District 3)

LEGEND

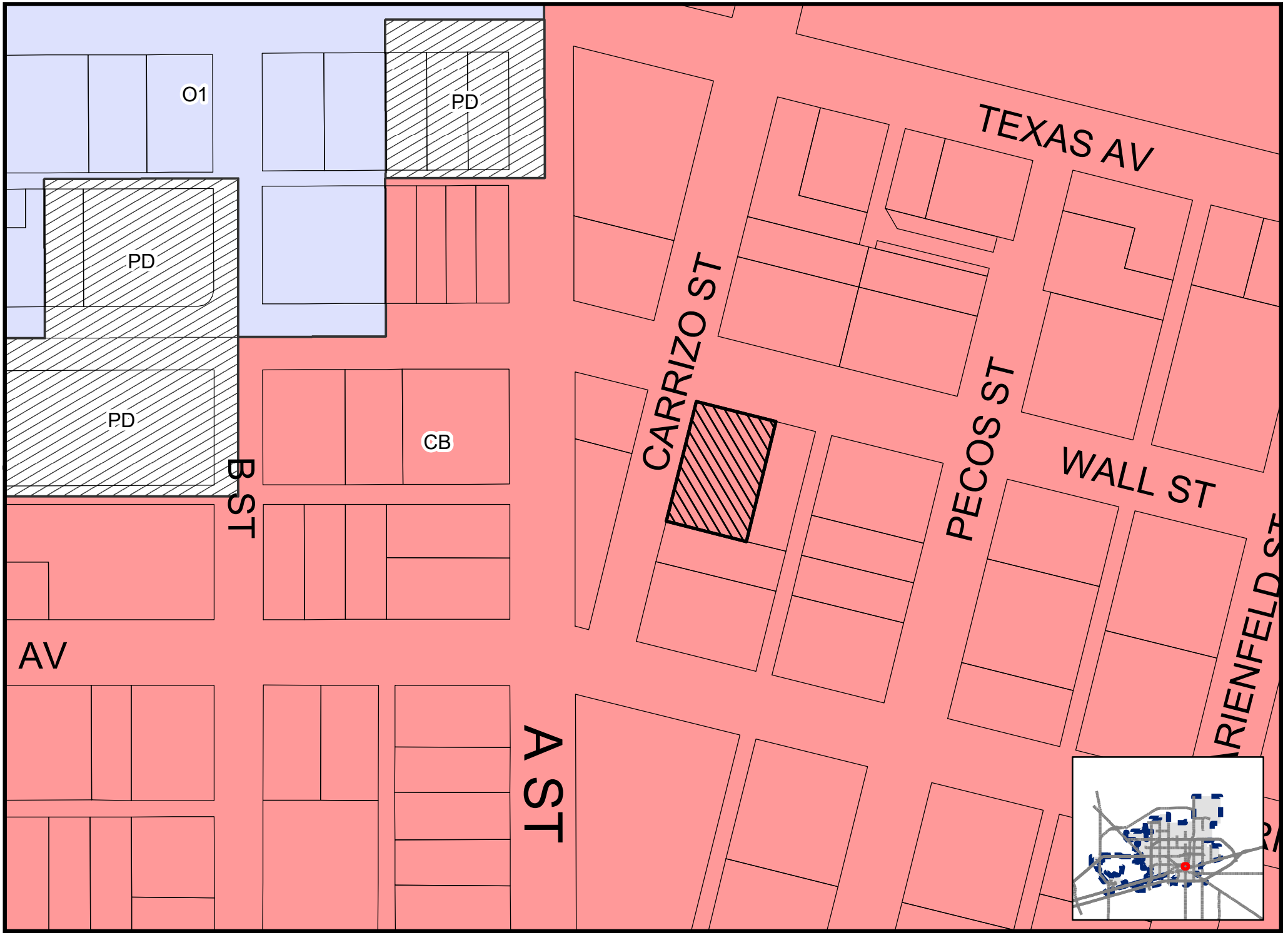
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Map by AMM

SUD-25-0202

Scale: 1" = 600'

ZONING MAP

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59
60
CARRIZO ST
61
PECOS ST
15
62


Double Bar Saloon

City Council Meeting

Item Number: 34.
Meeting Date: February 24, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCKS 21 AND 22, REPLAT OF BLOCKS 21 AND 22 OF KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, LR, LOCAL RETAIL DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND HUMBLE AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Maverick Engineering, is requesting a Zone Change from MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District, in part, RR, Regional Retail District, in part, and PD, Planned Development District for a Transition District, in part, to RR, Regional Retail, in order to create one concurrent zoning for development into a new retail and quick serve restaurant site.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District, in part, RR, Regional Retail District, in part, and PD, Planned Development District for a Transition District, in part

Surrounding Zoning and Land Use:

The properties to the north are zoned O1, Office District and RR, Regional Retail, to the east is RR, Regional Retail. The properties to the south are zoned RR, Regional Retail, O-1, Office District, and MF-22, Multiple Family Dwelling District. To the west is O1- Office District. Surrounding land use to the north and east is commercial stores and shops, to the south is a commercial store and multifamily structures, and to the west is Scharbauer Draw

Analysis:

The subject properties are located at the northwest corner of the intersection of North Big Spring Street and Humble Avenue. The applicant is seeking a zone change to RR, Regional Retail to create one concurrent zoning for future commercial development.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban – High (U-H) This designation allows for commercial districts, and multi-family districts.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change MF-16, Multiple-Family Dwelling District, in part, PD, Planned Development District for a Transition District, in part, RR, Regional Retail District, in part, and LR, Local Retail District, in part, to RR, Regional Retail District.

Letters of Objection:

Staff has not received any letters of objection as of February 13, 2026.

Attachments:

A. ORDINANCE - Z-26-0464.MF-16, LR, RR, & PDTD to RR Ord
B. Z-26-0464, Combined Docs
C. CC - - Kelview Heights, Zone Change Request - Copy

Angelina Bettanini, Development Services	Created/Initiated - 2/14/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE BLOCKS 21 AND 22, REPLAT OF BLOCKS 21 AND 22 OF KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, LR, LOCAL RETAIL DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND HUMBLE AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Blocks 21 and 22, Replat of Blocks 21 and 22 of Kelview Heights Addition, City and County of Midland, Texas (the "Property"), to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District, in part, RR, Regional Retail District, in part, and PD, Planned Development District for a Transition District, in part, to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

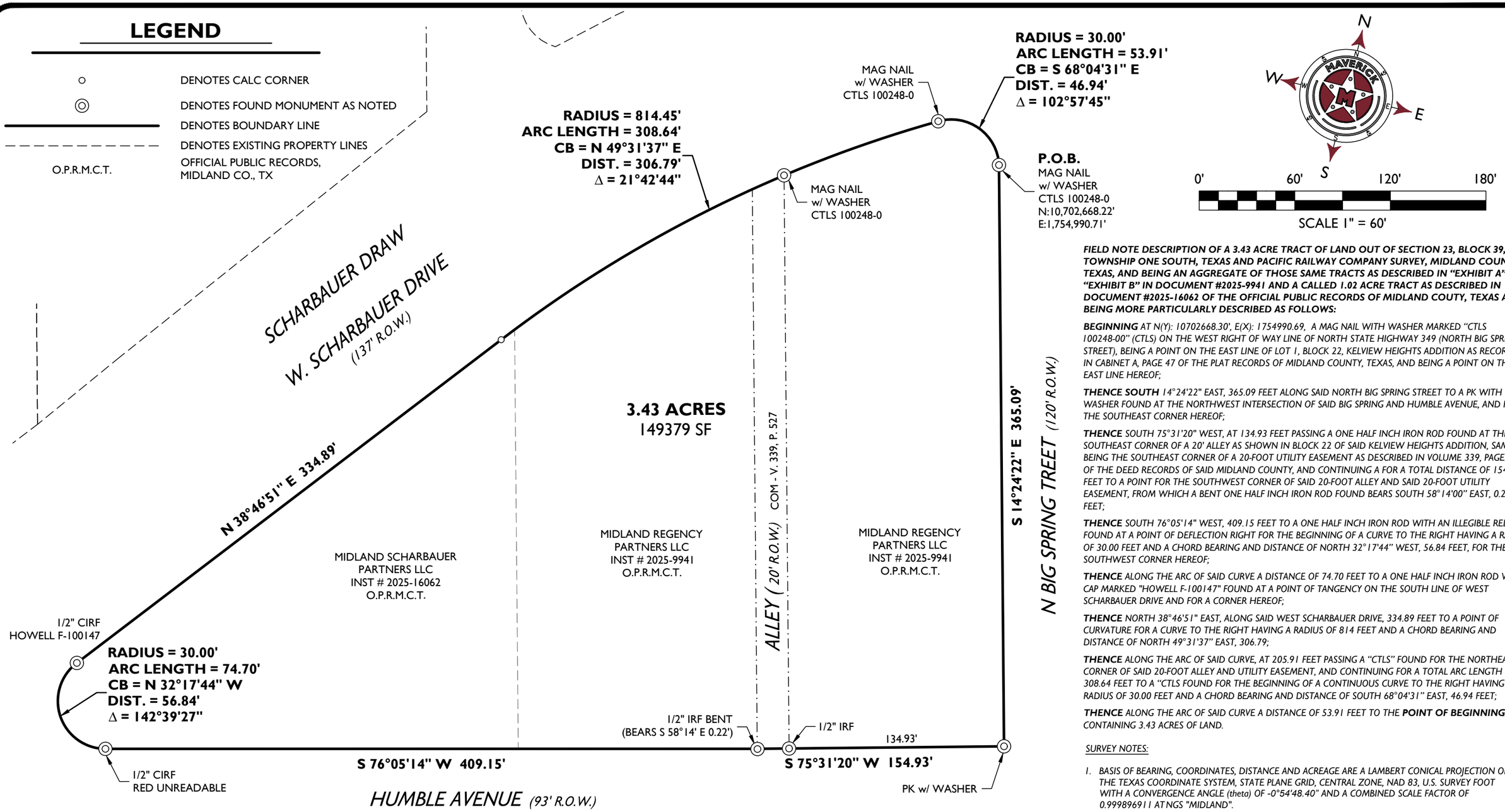
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Drawing : F:\2025\250152-MIDLAND REGENCY PARTNER & MIDLAND SCHARBAUER PARTNERS-BIG SPRING RETAIL\DRAWINGS\ZONING\250152 ZONING EXHIBIT.DWG Last Saved By: adevine on 1/21/26

LEGEND

- DENOTES CALC CORNER
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES BOUNDARY LINE
- DENOTES EXISTING PROPERTY LINES
- O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX



FIELD NOTE DESCRIPTION OF A 3.43 ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 39, TOWNSHIP ONE SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, AND BEING AN AGGREGATE OF THOSE SAME TRACTS AS DESCRIBED IN "EXHIBIT A" AND "EXHIBIT B" IN DOCUMENT #2025-9941 AND A CALLED 1.02 ACRE TRACT AS DESCRIBED IN DOCUMENT #2025-16062 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING *AT N(Y): 10702668.30', E(X): 1754990.69, A MAG NAIL WITH WASHER MARKED "CTLS 100248-00" (CTLS) ON THE WEST RIGHT OF WAY LINE OF NORTH STATE HIGHWAY 349 (NORTH BIG SPRING STREET), BEING A POINT ON THE EAST LINE OF LOT 1, BLOCK 22, KELVIEW HEIGHTS ADDITION AS RECORDED IN CABINET A, PAGE 47 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS, AND BEING A POINT ON THE EAST LINE HEREOF;*

THENCE SOUTH *14°24'22" EAST, 365.09 FEET ALONG SAID NORTH BIG SPRING STREET TO A PK WITH WASHER FOUND AT THE NORTHWEST INTERSECTION OF SAID BIG SPRING AND HUMBLE AVENUE, AND FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *SOUTH 75°31'20" WEST, AT 134.93 FEET PASSING A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A 20' ALLEY AS SHOWN IN BLOCK 22 OF SAID KELVIEW HEIGHTS ADDITION, SAME BEING THE SOUTHEAST CORNER OF A 20-FOOT UTILITY EASEMENT AS DESCRIBED IN VOLUME 339, PAGE 527 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AND CONTINUING A FOR A TOTAL DISTANCE OF 154.93 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 20-FOOT ALLEY AND SAID 20-FOOT UTILITY EASEMENT, FROM WHICH A BENT ONE HALF INCH IRON ROD FOUND BEARS SOUTH 58°14'00" EAST, 0.22 FEET;*

THENCE *SOUTH 76°05'14" WEST, 409.15 FEET TO A ONE HALF INCH IRON ROD WITH AN ILLEGIBLE RED CAP FOUND AT A POINT OF DEFLECTION RIGHT FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 32°17'44" WEST, 56.84 FEET, FOR THE SOUTHWEST CORNER HEREOF;*

THENCE *ALONG THE ARC OF SAID CURVE A DISTANCE OF 74.70 FEET TO A ONE HALF INCH IRON ROD WITH CAP MARKED "HOWELL F-100147" FOUND AT A POINT OF TANGENCY ON THE SOUTH LINE OF WEST SCHARBAUER DRIVE AND FOR A CORNER HEREOF;*

THENCE *NORTH 38°46'51" EAST, ALONG SAID WEST SCHARBAUER DRIVE, 334.89 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 814 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49°31'37" EAST, 306.79;*

THENCE *ALONG THE ARC OF SAID CURVE, AT 205.91 FEET PASSING A "CTLS" FOUND FOR THE NORTHEAST CORNER OF SAID 20-FOOT ALLEY AND UTILITY EASEMENT, AND CONTINUING FOR A TOTAL ARC LENGTH OF 308.64 FEET TO A "CTLS FOUND FOR THE BEGINNING OF A CONTINUOUS CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°04'31" EAST, 46.94 FEET;*

THENCE *ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.91 FEET TO THE* ***POINT OF BEGINNING*** *CONTAINING 3.43 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989911 AT NGS "MIDLAND".*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
250152	8.19.25	AAD		

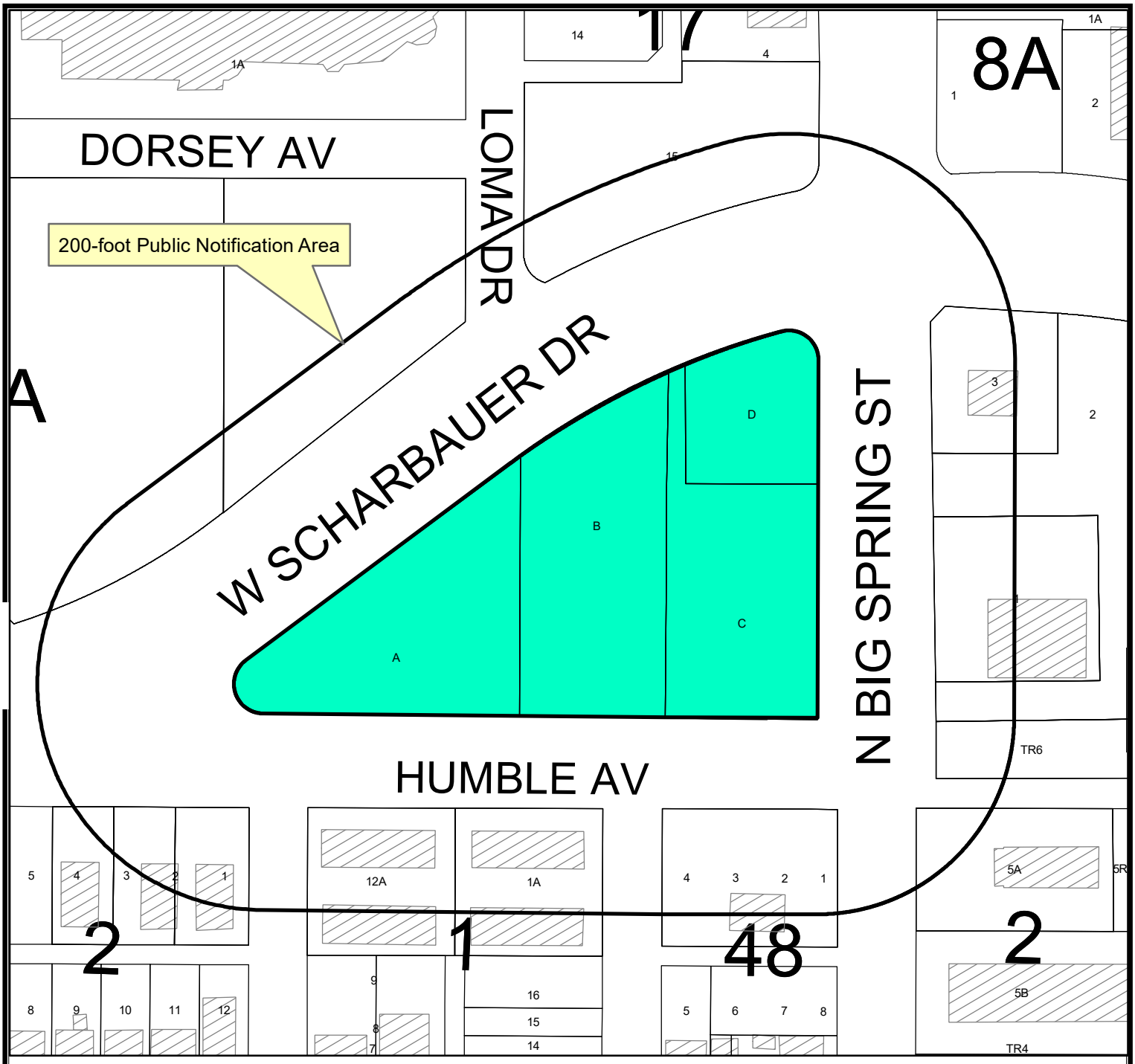
I THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356 JANUARY 21, 2026
FIRM NO. TX #10194514

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

EXHIBIT A

ZONING BOUNDARY EXHIBIT
3.43 ACRES TO BE REZONED TO RR
BEING ALL OF BLOCKS 21 & 22, KELVIEW HEIGHTS ADDITION,
CITY AND COUNTY OF MIDLAND, TEXAS



Location Map

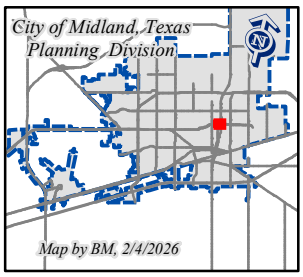
Z-26-0464 **Scale: 1" = 145'**

Consider a request by Maverick Engineering, on behalf of Midland Regency Partners, LLC, for a Zone Change from MF-16, Multiple-Family Dwelling District, in part, PD, Planned Development District for a Transition District, in part, RR, Regional Retail District, in part, and LR, Local Retail District, in part to RR, Regional Retail District on all of Blocks 21 and 22, Block 21 and 22 Replat of Kelview Heights Addition, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of North Big Spring Street and Humble Avenue. (Council District 3)

LEGEND

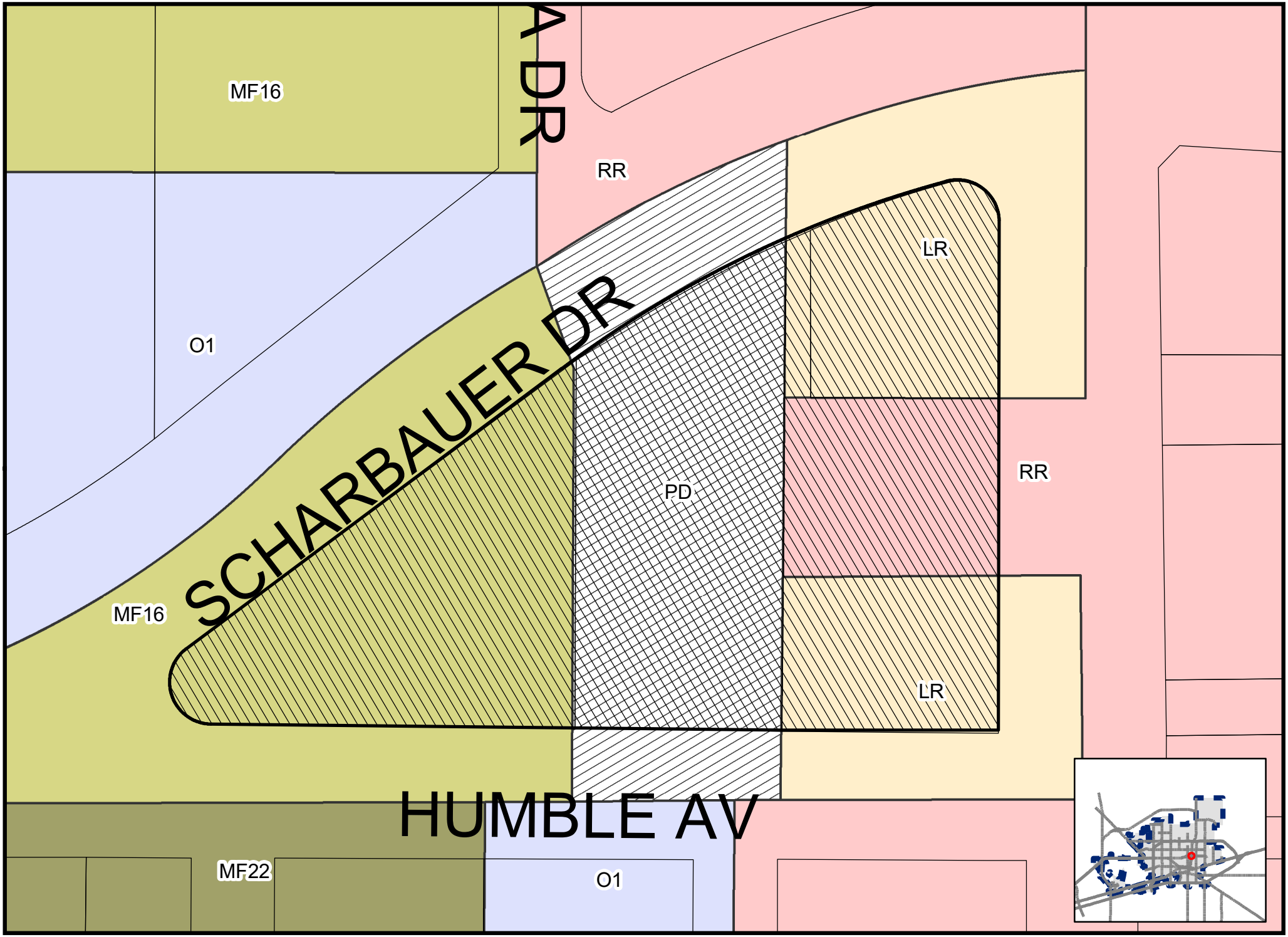
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 2/4/2026

Z-26-0464

Scale: 1" = 86'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY ANY PERSON OR ENTITY BASED ON THE CONTENTS OF THIS MAP.

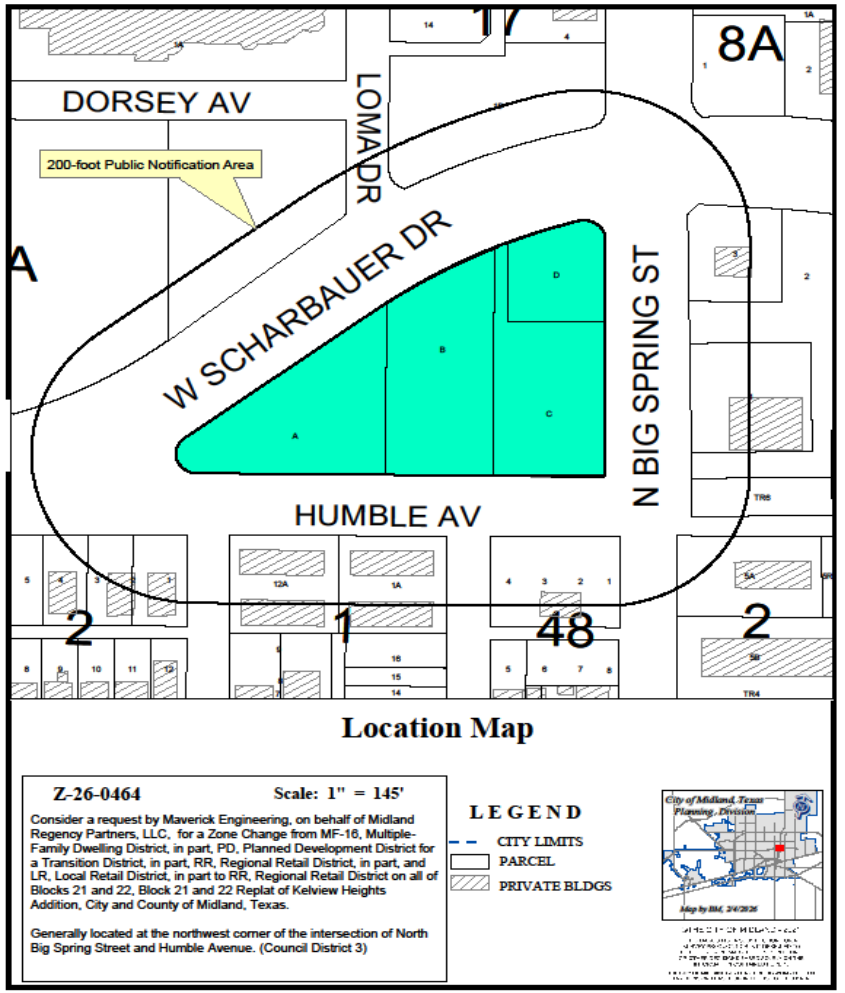

SCHARBAUER
SCHARBAUER
21 & 22
BIG SPRING
HUMBLE
TR6


Humble Ave
400
PUBLIC NOTICE
CITY COUNCIL
CITY HALL CHAMBERS
FOR MORE INFORMATION
CALL 635-7400
OBEY
WARNING
SIGNS
STATE LAW


MIDLAND
Be the Energy!
ZONE CHANGE
KELVIEW HEIGHTS ADDITION, SECTION 15
Visit Our Website
MIDLANDTEXAS.GOV

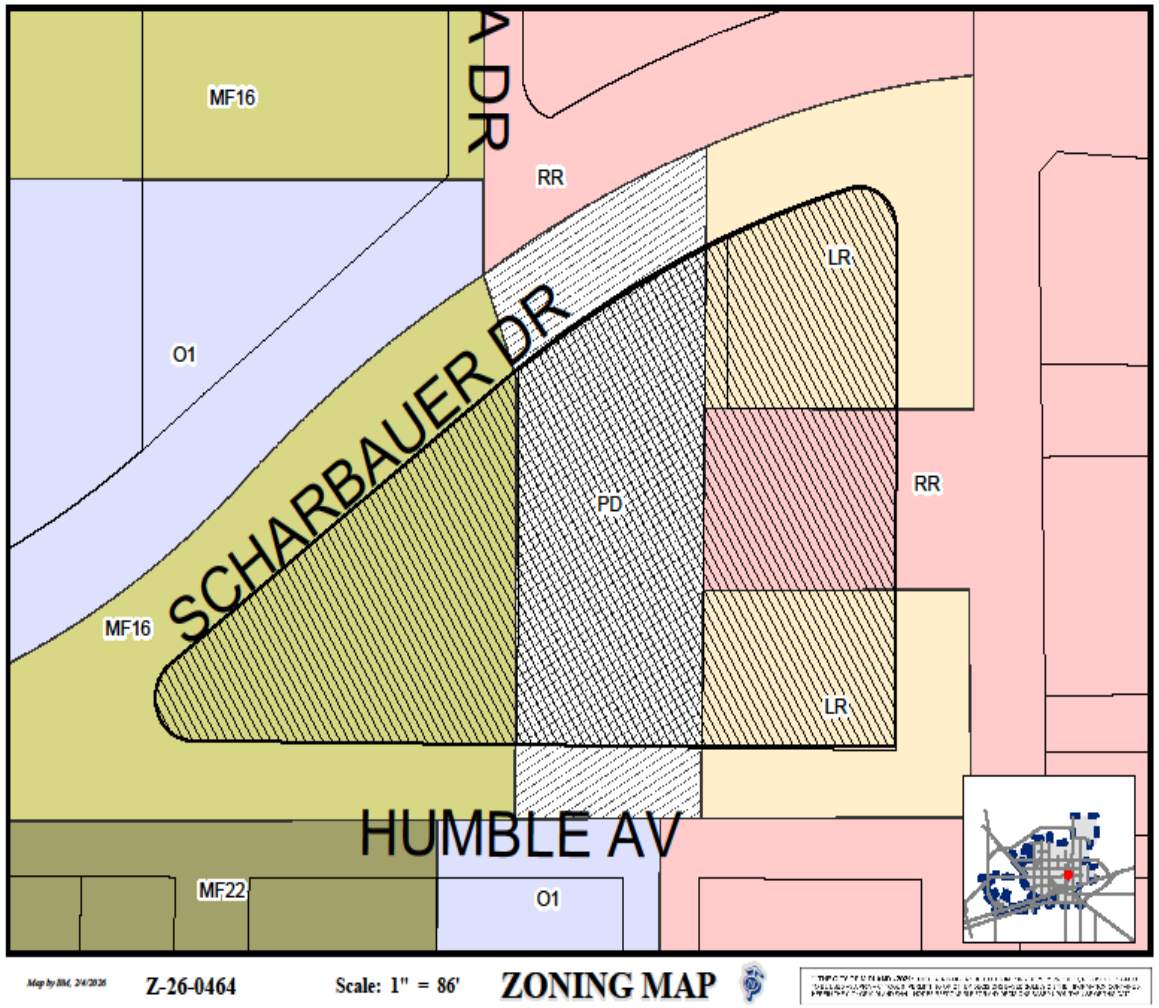
APPLICATION SUMMARY

- **Applicant:** Ashlee Devine, with Maverick Engineering
- **Property Owner:** Midland Regency Partners, LLC
- **Location:** Generally located at the northwest corner of the intersection of North Big Spring Street and Humble Avenue. (Council District 3)
- **Reason for Request:** Establish consistent zoning for future commercial development



ZONING

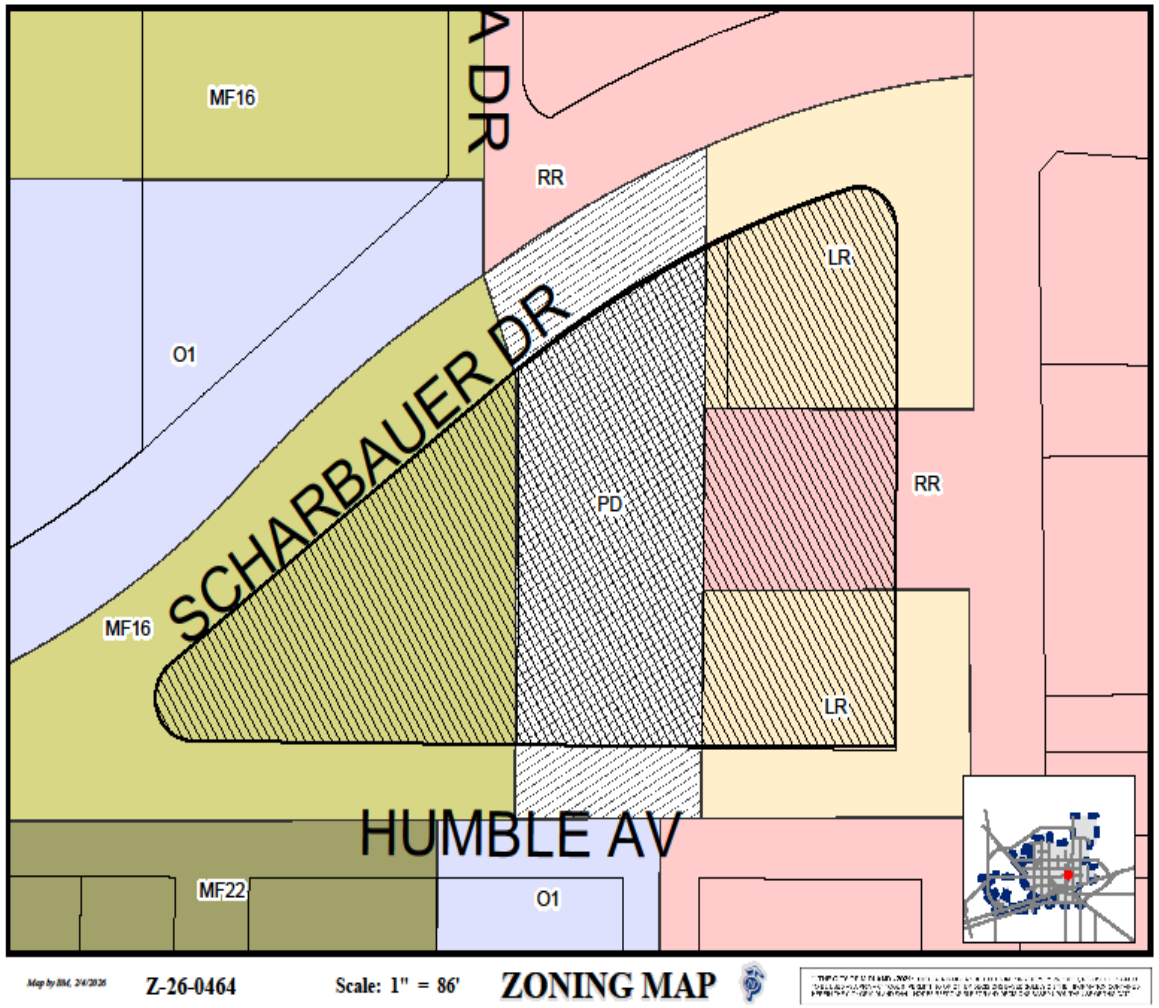
- **Current Zoning:** MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District, in part, RR, Regional Retail District, in part, and PD, Planned Development District for a Transition District, in part
- **Surrounding Zoning:**
  - **North:** O-1, Office District and RR, Regional Retail District
  - **East:** RR, Regional Retail District



MIDLAND
Be the Energy!

ZONING

- **Surrounding Zoning:**
  - **South:** RR, Regional Retail District, O-1, Office District, MF-22, Multiple-Family Dwelling District
  - **West:** O-1, Office District
- **Proposed Zoning:** RR, Regional Retail District

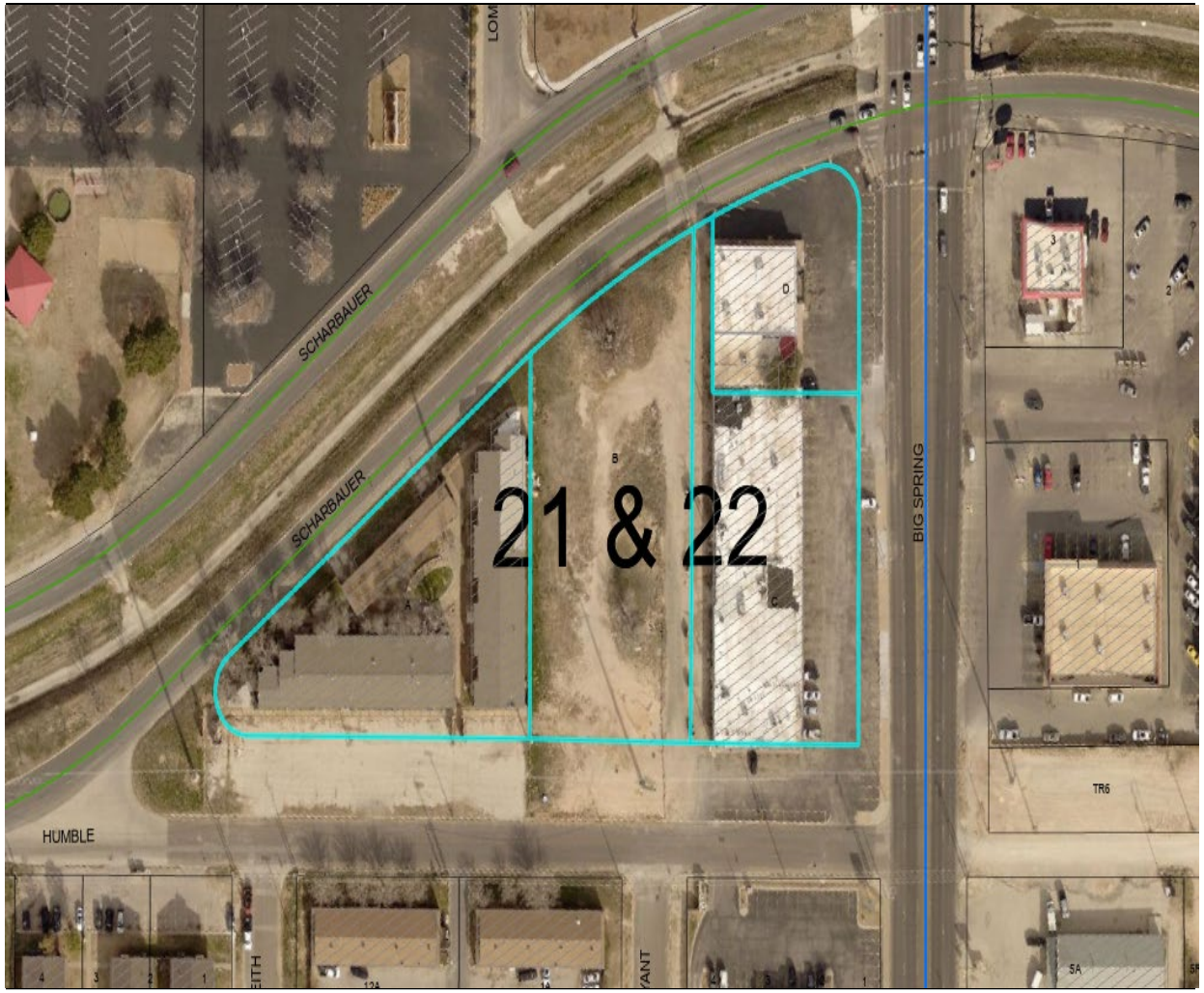


MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land and Retail Stores and Shops
- **North/East:** Retail Stores and Shops
- **South:** Retail Stores and Shops and Multi-Family Residential
- **West:** Scharbauer Draw

- **Proposed Use:** Retail Stores and Shops and a Restaurant with a Drive-Through

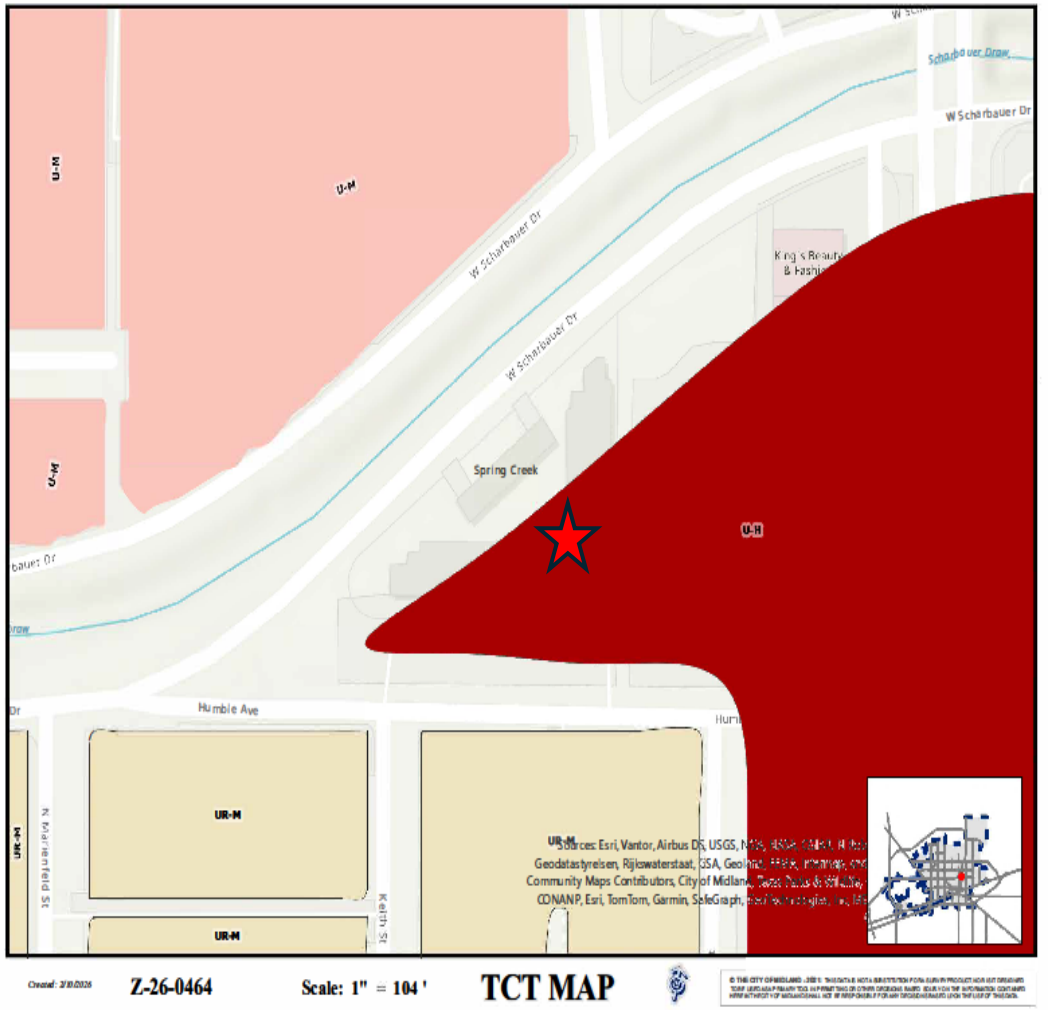




On Humble Avenue, Looking East

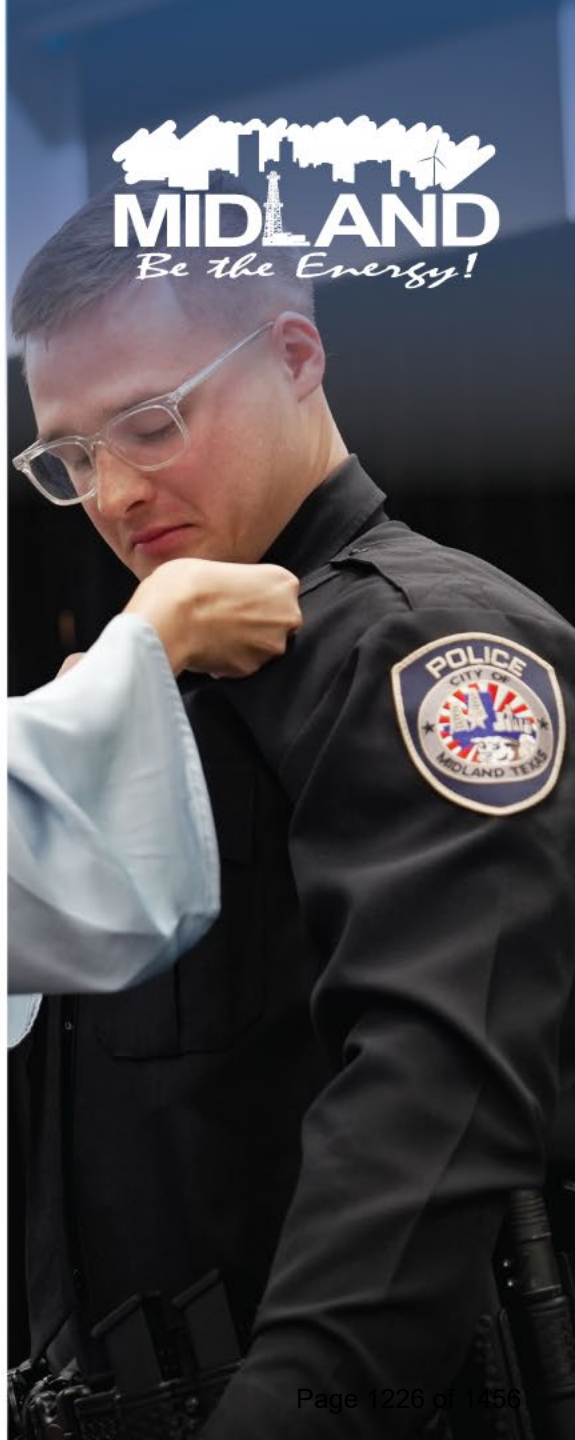
COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-High, (U-H)
- **Supported Uses:** Supporting uses include a mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



RELATED ITEMS

- In addition to the zone change request, the property is currently in the process of being platted.



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request.



MISSION

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



City Council Meeting

Item Number: 35.
Meeting Date: February 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 15, LILLY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND TARLETON STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:

Billy Reynolds, on behalf of RASI Ventures, LLC, is requesting a zone change from PD, Planned Development District for an Office Center to O-1, Office District for the properties located at 3409 and 3411 Andrews Highway. The applicant plans to develop the property located at 3411 into a new office space, while leaving the existing medical clinic at 3409 Andrew Highway.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for an Office Center

Surrounding Zoning and Land Use:

The properties to the north and west are zoned PD, Planned Development District for an Office Center, and consist of office space and medical clinics. The properties to the south are zoned

SF-1, Single-Family Dwelling District, and are used for single-family housing. The property to the east is zoned O-1, Office District, and is used for office space.

Analysis:

The subject properties are located at 3409 and 3411 Andrews Highway. The properties are presently zoned PD, Planned Development District for an Office Center. Billy Reynolds, on behalf of RASI Ventures, LLC, is seeking a zone change to O-1, Office District. The current use of the property, located at 3411 Andrews Highway, is a vacant lot. The applicant plans to develop this property into an office space. The current use of the property, located at 3409 Andrews Highway, is a medical clinic, and that use will remain the same. The underlying zoning for the current Planned Development District is O-1, Office District, which allows for the use of both office buildings and medical clinics by right. However, the established PD requires that any changes to the site plan must be handled in the same manner as a zone change.

This zone change would allow for the new development to establish a low-intensity zoning district that fits each proposed use while also not having to amend the current PD ordinance. Per the Nonresidential Zoning District Dimensional Regulations Chart, these lots meet the requirements for the O-1, Office District. [Midland City Code Section 5.05]

This Tall City Tomorrow Comprehensive Plan, Chapter 3; designates this area as a special study area. The comprehensive plan has no policies established for this area. This request is compatible with the surrounding land use.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from PD, Planned Development District for an Office Center to O-1, Office District.

Letters of Objection:

Staff has not received any letters of objection as of February 13, 2026.

Attachments:

A. ORDINANCE W EXH - Z-26-0463.PDOC to O-1 Ord
B. Z-26-0463, Combined Documents
C. CC - - 3411 Andrews Highway ZC

Britton Murry, Development Services	Created/Initiated - 2/12/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1 AND 2, BLOCK 15, LILLY HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ANDREWS HIGHWAY AND TARLETON STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1 and 2, Block 15, Lilly Heights Addition, City and County of Midland, Texas (the "Property"), to O-1, Office District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for an Office Center to O-1, Office District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2026; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2026, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2026.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

RE-SUBDIVISION OF
LILLY HEIGHTS
AN ADDITION TO THE
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

~~SCALE: 1" = 100'~~
SCALE: 1"=200'

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF LILLY HEIGHTS, ACCORDING TO PLAT OF SAID SUB-DIVISION MADE BY PAT STANFORD, LICENSED STATE LAND SURVEYOR, AND AS DEDICATED AND ACKNOWLEDGED BY TYSON MIDKIFF ON November 5, 1948 WAS APPROVED BY PROPER ACTION OF THE CITY COUNCIL OF MIDLAND, TEXAS ON Nov. 9, 1948.

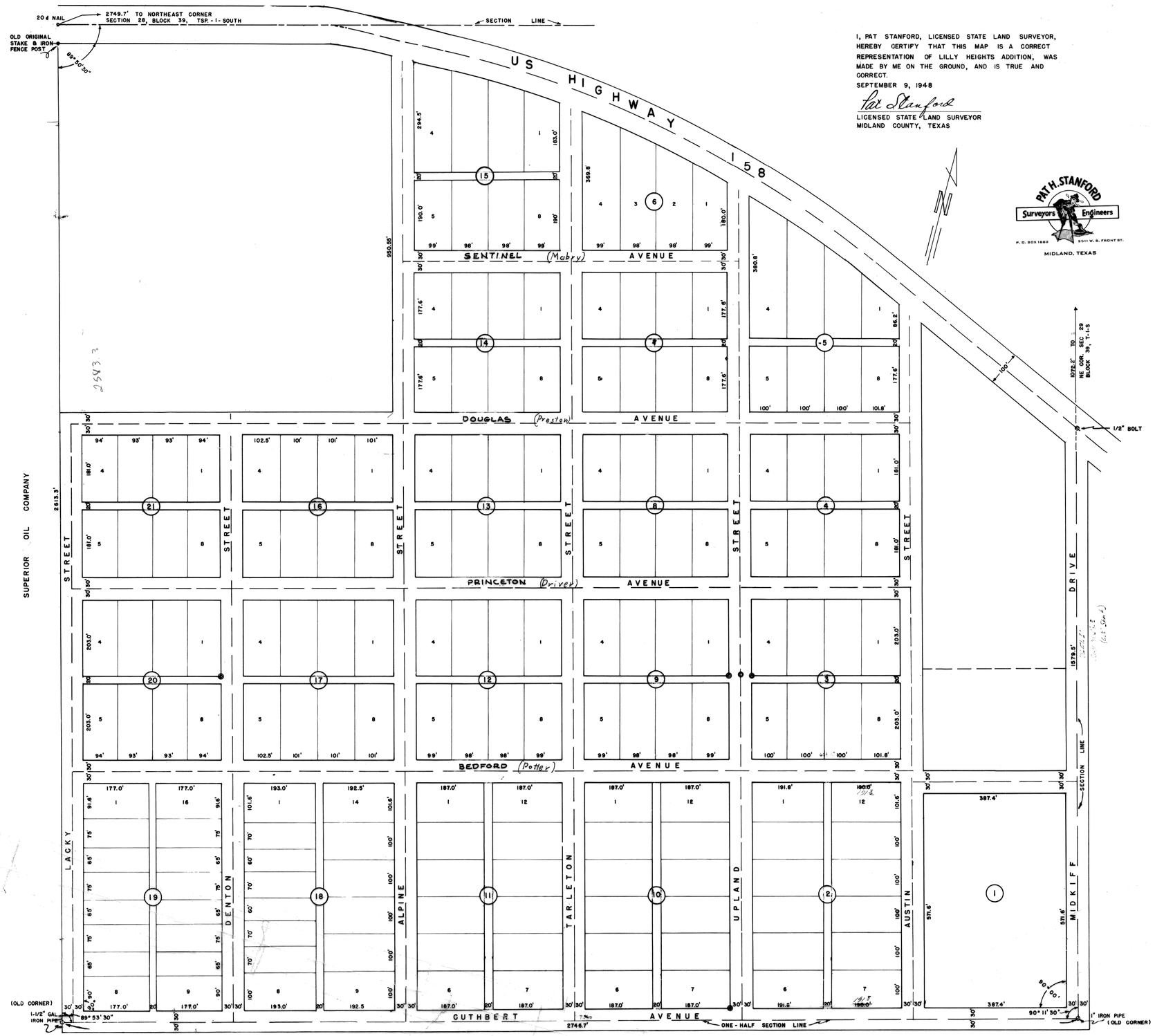
R. H. Stafford
MAYOR, CITY OF MIDLAND

ATTEST: J. C. Henderson
CITY SECRETARY

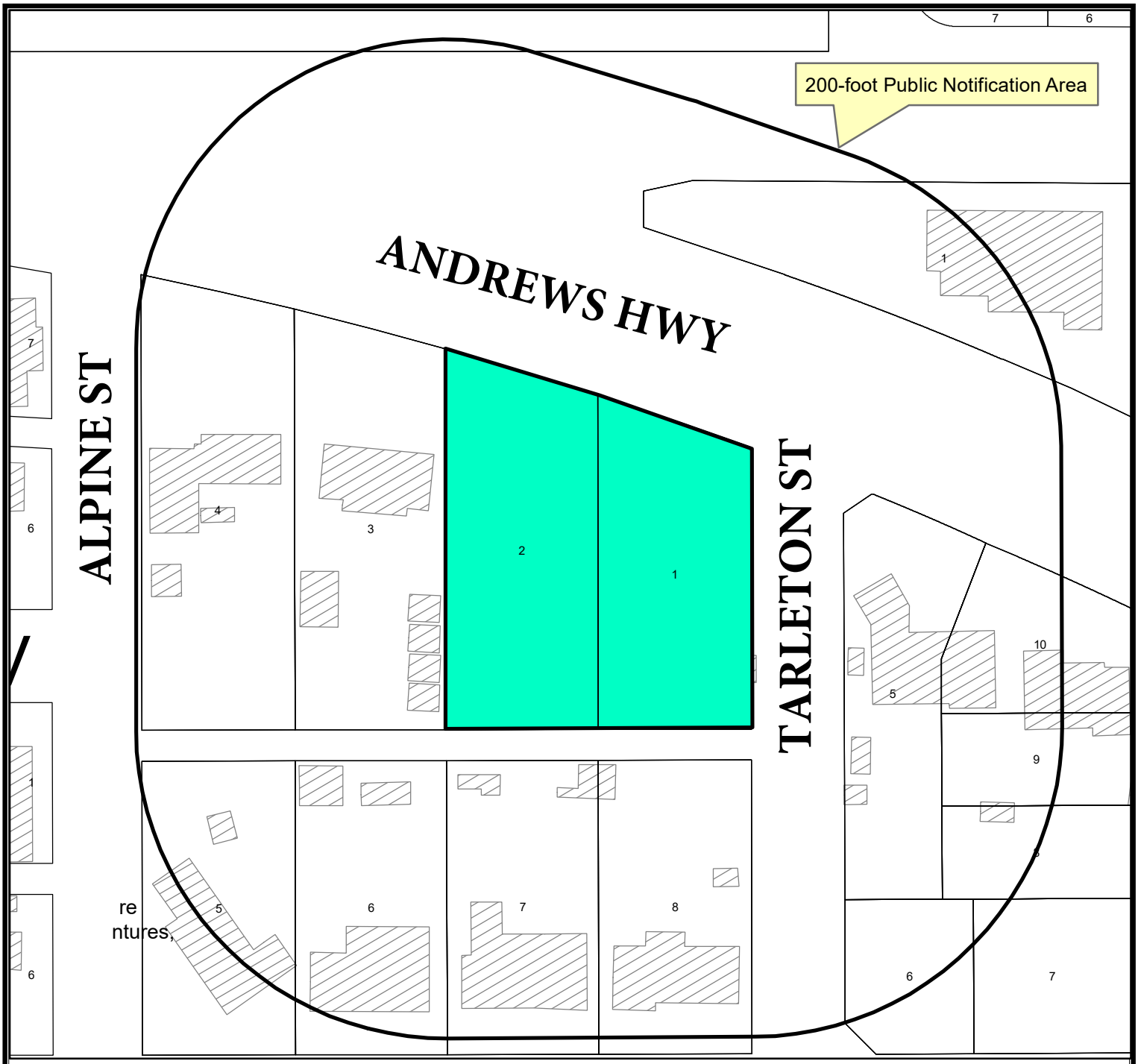
I, PAT STANFORD, LICENSED STATE LAND SURVEYOR, HEREBY CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF LILLY HEIGHTS ADDITION, WAS MADE BY ME ON THE GROUND, AND IS TRUE AND CORRECT.
SEPTEMBER 9, 1948

Pat Stanford
LICENSED STATE LAND SURVEYOR
MIDLAND COUNTY, TEXAS

PAT H. STANFORD
Surveyors Engineers
P. O. BOX 1882 2511 W. O. FRONT ST.
MIDLAND, TEXAS



PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. — CABINET D
DATE 12-21-48 PAGE 154



Location Map

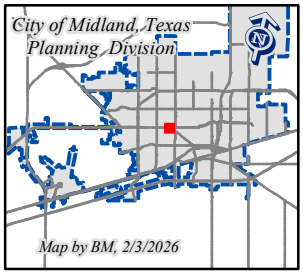
Z-26-0463 **Scale: 1" = 93'**

Consider a request by Billy Reynolds, on behalf of RASI Ventures, LLC, for a Zone Change from PD, Planned Development District for an Office Center to O-1, Office District on Lots 1 and 2, Block 15, Lilly Heights Addition, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Andrews Highway and Tarleton Street. (Council District 3)

LEGEND

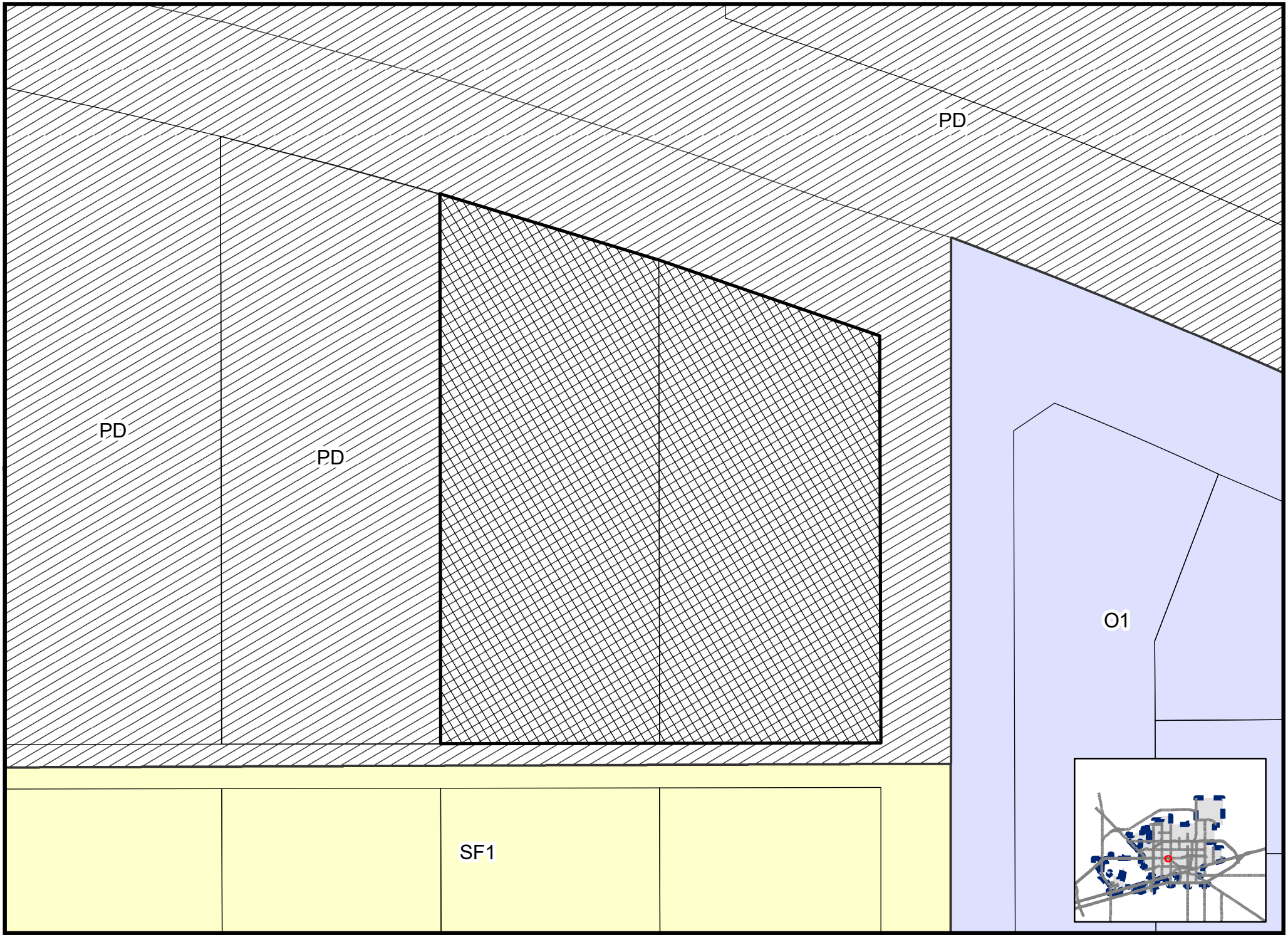
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 2/3/2026

Z-26-0463

Scale: 1" = 54'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE BASED ON THE USE OF THIS

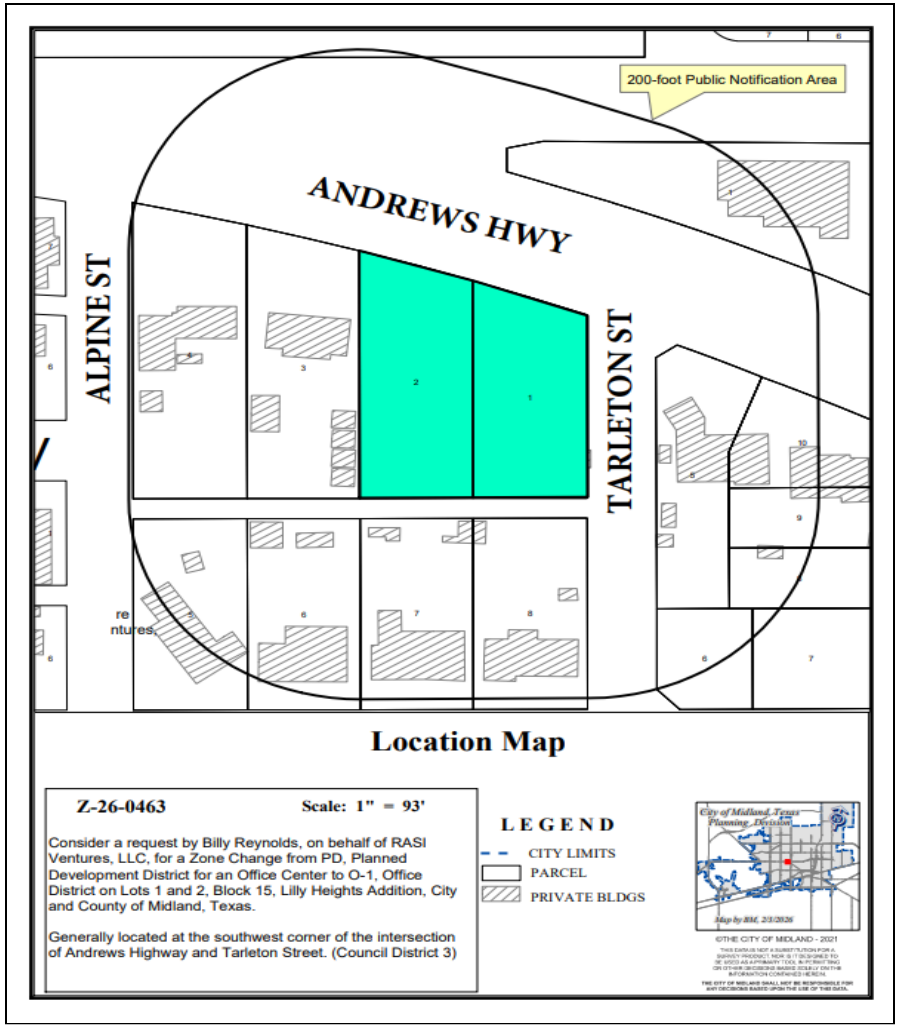





MIDLAND
Be the Energy!
ZONE CHANGE
3409 & 3411 ANDREWS HIGHWAY
Visit Our Website
MIDLANDTEXAS.GOV

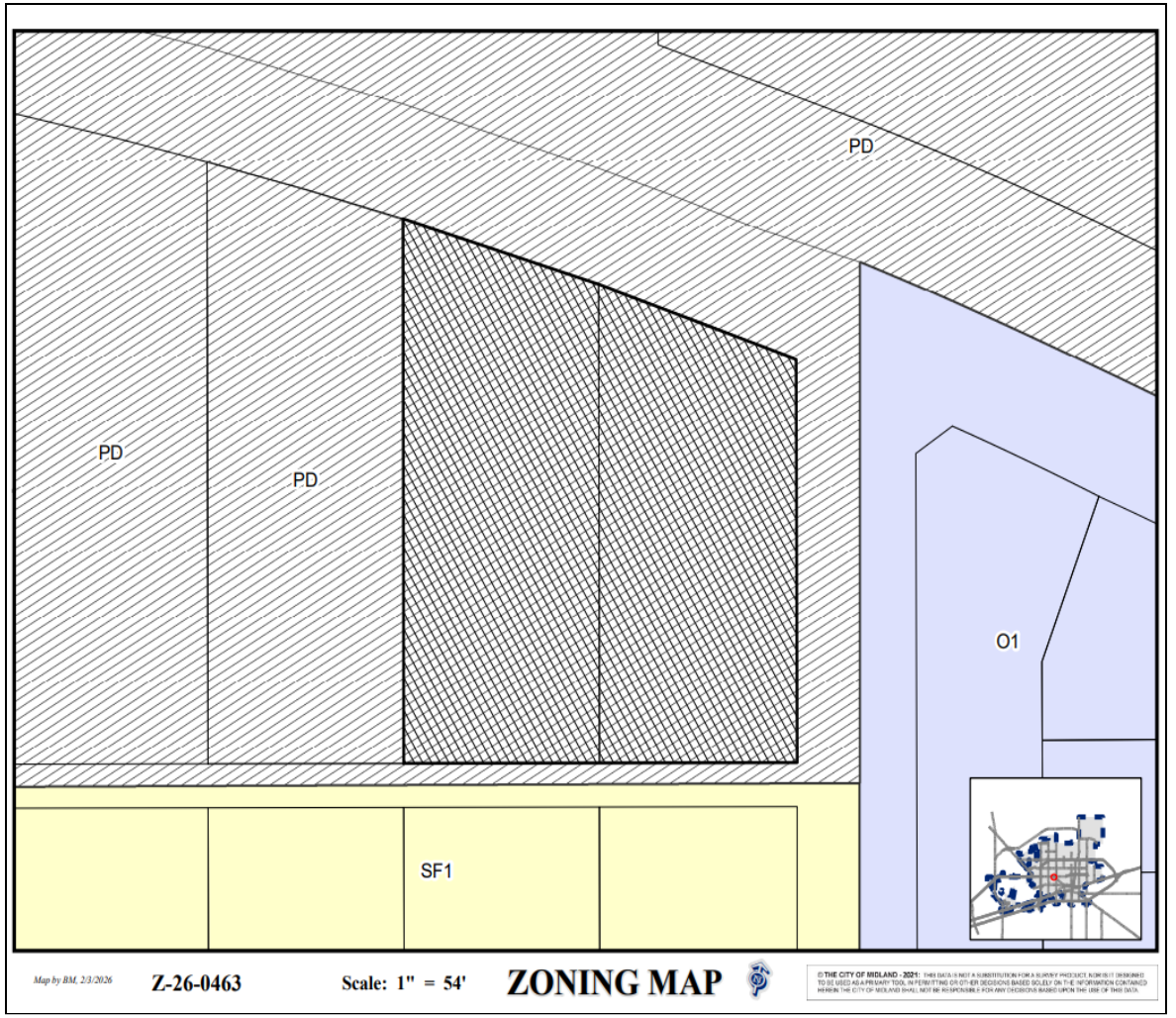
APPLICATION SUMMARY

- **Applicant/Representative:** Billy Reynolds
- **Property Owner:** RASI Ventures, LLC
- **Location:** 3409 and 3411 Andrews Highway (Council District 3)
- **Reason for Request:** For future office space



ZONING

- **Current Zoning:** PD, Planned Development District for an Office Center
- **Surrounding Zoning:**
  - **North/West:** PD, Planned Development District for an Office Center
  - **South:** SF-1, Single-Family Dwelling District
  - **East:** O-1, Office District
- **Proposed Zoning:** O-1, Office District



3

LAND USE

- **Current Use:** Vacant Lot and Medical Clinic
- **Surrounding Uses:**
  - **North:** Medical Clinic
  - **South:** Single-Family Housing
  - **East/West:** Office Building
- **Proposed Use:** Medical Clinic and Office Building





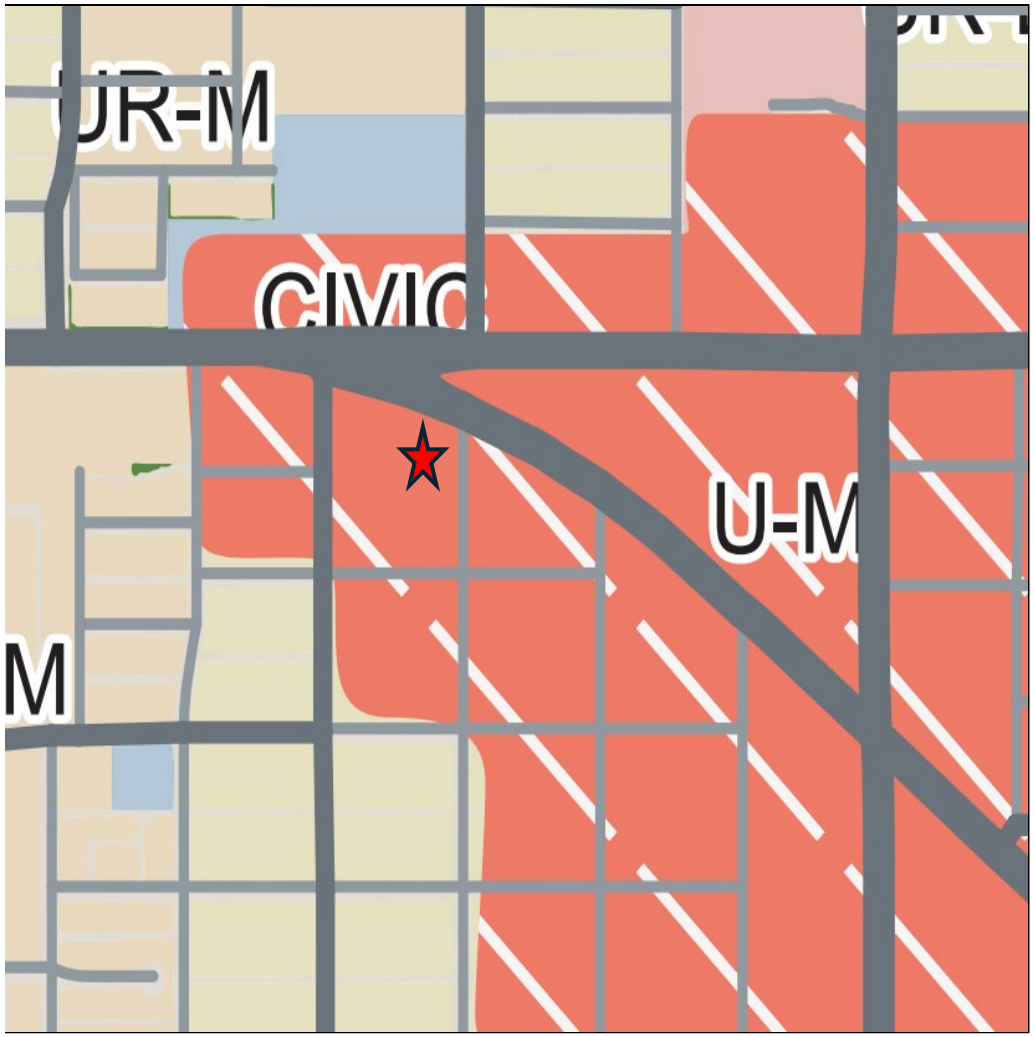
On Andrews Highway, Looking South

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area, (SPA)
- **Supported Uses:** This designation has no established policies.
- The request is compatible with the surrounding land use.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on February 17, 2026.
- Staff recommends approval of this request.



MISSION

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



RESOLUTION NO. _____

RESOLUTION APPOINTING A BOARD MEMBER TO THE MIDLAND DOWNTOWN PARK CONSERVANCY BOARD OF DIRECTORS; AND DIRECTING THE CITY MANAGER TO DELIVER A COPY OF THIS RESOLUTION TO THE MIDLAND DOWNTOWN PARK CONSERVANCY

WHEREAS, the City of Midland, Texas and the Midland Downtown Park Conservancy (the "*Conservancy*") entered into that certain Downtown Open Space Development Agreement for the purpose of developing Lot 1A, Block 54, and Lot 1A, Block 55, Original Town Addition, Section 14, City and County of Midland, Texas, as a high quality urban park and open space, with related facilities and amenities for the use and enjoyment of residents and visitors of the City for recreational and educational purposes, and for the beautification of and to attract business and business patrons to downtown Midland; and

WHEREAS, the bylaws of the Conservancy provide that three (3) positions on the Conservancy's Board of Directors shall be filled by a duly-approved resolution of the City Council of the City of Midland, Texas; and

WHEREAS, the term of one (1) of the City-appointed positions on the Conservancy's Board of Directors is set to expire; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to appoint _____ to the Conservancy's Board of Directors;

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

SECTION ONE. That _____ is hereby appointed to the Board of Directors of the Midland Downtown Park Conservancy.

SECTION TWO. That the City Manager is hereby directed to deliver a copy of this resolution to the Midland Downtown Park Conservancy.

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 FORM ONLY:

_____
Nicholas Toulet, City Attorney

Pending Appointments for various Boards/Commissions/Committees

Midland Downtown Park Conservancy Board - (Separate Legal Entity)

- One (1) Vacancy appointment to replace Elvie Brown: *appointment must be made in February*.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD - (Separate Legal Entity)

Established: Resolution No. - 2018-308 - 9/2018

Term / Membership: Seven (7) members - City appoints three (3) seats, three-year terms staggered

Meetings: Regular board meetings occur on the second Wednesday of every other month, 3:30 PM CT at the Midland Chamber of Commerce's office located at 303 W. Wall St., Suite 200

Board responsibilities: Represents the City Council and the City of Midland on matters about Centennial Park located in Downtown Midland, to which the City of Midland provides monetary support to.

	Appt Date	Term Expires	Eligibility Expires
Sharla Hotchkiss	7/2020	9/30/2028	9/30/2028
Elvie Brown**	2/2023	9/30/2026	9/30/2029
Traci Proctor	2/2024	9/30/2027	9/30/2030
** Indicates resignation effective 9/30/2026 -Appointments are made ahead of March annual meeting - must be appointed by resolution no later than February.			

Staff Contact: Stephanie Martin, Executive Director of the Midland Downtown Park Conservancy

Eligibility Requirements: Resolution of appointment is made each February, and each appointment must be ratified by the Conservancy Board in March at their annual meeting. The Board of Directors will include a total of seven (7) members. Three appointed by the city, one by the Scharbauer Foundation, one by ConocoPhillips, one by the Downtown Midland Management District, and one at -large.

Application for City of Midland Boards / Commissions / Committees

As an applicant for a city board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

Name: Christopher M. Butler

Address: 5714 Sister Creek

Midland (City) TX (State) 79707 (Zip)

Date: December 8, 2025

Phone: 432-634-1435 (cell) (home/cell)

432-413-3079 (business)

Email: chris@cmbcllc.com

Please tell us about yourself:

I am [✔] I am not [ ] a U.S. Citizen

What is your Occupation: Business Owner - Real Estate Development & Construciton

Are you a graduate of Midland 101? yes [ ] no [✔]

How long have you lived in Midland? 35+ years

Professional and/or Community Activities:

I currently serve as President of CM Butler Construction, LLC and Managing Member of Fierce Property Investments, LLC, leading commercial construction and real estate projects in Midland. Outside of work, I stay involved in the community by attending Midland RockHounds baseball games, playing in local charity golf tournaments, and participating in community events with my family.

What is your personal vision for the City?

My personal vision for Midland is a safe, family-centered city with a strong, diversified economy and a vibrant, well-maintained downtown. I want to see parks, public spaces, and local businesses working together to create a place where people choose to spend time, not just pass through. That means investing in quality-of-life amenities, supporting responsible growth, and maintaining high standards

Please select below the Board(s) or Commission(s) on which you are interested in serving:

[ ]	Airport Planning and Development Board: (Advisory)	[ ]	Midland Housing Authority Commission: (Separate Legal Entity)
[ ]	Animal Control Advisory Commission: (Advisory)	[ ]	Midland-Odessa Urban Transit District Board: (Separate Legal Entity & Decision Making)
[ ]	Barbara & George H.W. Bush Convention Center Advisory Board (Advisory)	[ ]	Midland Spaceport Development Corporation (Advisory)
[ ]	Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals: (Decision Making)	[ ]	Oil and Gas Advisory Committee: (Advisory)
[ ]	Capital Improvement Advisory Committee: (Advisory)	[ ]	Parks and Recreation Commission: (Advisory)
[ ]	Citizens Development and Hotel/Motel Advisory Board: (Advisory)	[ ]	Permian Basin Community Center for MH/MR (PermiaCare): (Separate Legal Entity)
[ ]	Midland Central Appraisal District: (Separate Legal Entity)	[ ]	Planning and Zoning Commission: (Decision Making)
[ ]	Midland Development Corporation: (Separate Legal Entity & Decision Making)	[ ]	Zoning Board of Adjustment and Airport Zoning Board of Adjustment: (Decision Making)
[✔]	Midland Downtown Park Conservancy: (Separate Legal Entity)		

Please specify any time constraints you may have.

None Apply

Please tell us why you are interested in serving on these boards or commissions.

I'm interested in serving on the Midland Downtown Park Conservancy Board because downtown is both the heartbeat and front porch of our community. I want to help shape a safe, welcoming, and vibrant space for families, workers, and visitors. My family and businesses are rooted in Midland, and my background in construction, development, and property ownership gives me a practical lens on capital improvements, maintenance, and financial sustainability. As a husband and father, I also care deeply about creating a park our kids and grandkids will enjoy and remember. Serving on this board would allow me to bring those perspectives together to help steward a downtown park that reflects Midland's values, pride, and long-term vision.

What contributions would you most like to make?

I would like to contribute in three primary ways: strategic thinking, disciplined execution, and relational stewardship. Professionally, I've spent my career building and leading organizations, overseeing budgets, projects, and long-term investments. I'd like to bring that experience to the board - helping clarify priorities, pressure-test plans, and ensure we are making sound, long-range decisions with the resources entrusted to us. I am very operational by nature and enjoy turning goals into clear action steps, establishing simple reporting rhythms, and holding myself and others accountable for follow-through.

Additional pertinent information or references:

I currently serve as President of CM Butler Construction, LLC and Managing Member of Fierce Property Investments, LLC, overseeing commercial developments and long-term capital projects in Midland. I work regularly with city staff, design professionals, lenders, and community stakeholders, and I understand the importance of safety, maintenance, and appearance in public-facing assets. Professional references are available upon request, including community leaders and business partners who can speak to my character, judgment, and follow-through.

Signature of Applicant

_____

Applications are available for download or printing and may be submitted via email, in person, or by mail:

To submit via email, send completed applications to:

boardapplications@midlandtexas.gov

To return via mail:
City of Midland
City Secretary's Office
PO Box 1152 Midland, TX 79702

To return in person:
Midland City Hall
300 N. Loraine Street Suite 330
Midland, TX 79701

Upon receipt of a completed application, a confirmation email will be sent from this office. If you do not receive a confirmation, please contact our office at 432-685-7430.

Applications are kept in file in the City Secretary's office for a period of one year. Should you need additional information, please contact our office at 432-685-7430.

Application for City of Midland Boards / Commissions / Committees

As an applicant for a city board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

Name: **Jonathan Conners** Date: **6/16/2025**

Address: **2609 Emerson Dr Midland, TX 79705** (City) (State) (Zip) Phone: **432-260-1426** (home/cell)

_____(business)

Please tell us about yourself:

Email: **jonathan.conners@gmail.com**

I am **X** I am not _____a U.S. Citizen What is your Occupation: **Rentals Manager at the Petroleum Museum**

Are you a graduate of Midland 101? yes_____ no __**X**___How long have you lived in Midland? **17 years**

Professional and/or Community Activities:

Member of the Permian Basin Adult Literacy Center (2021-2023), Board President 2023

Founder - West Texas Connections, networking and socializing group (2021-2023)

Committee Member - Texas Board of Realtors, Membership committee (2022)

Volunteer - Meals on Wheels (2022-2024)

What is your personal vision for the City?

Midland has a lot of potential. The jobs are here, there are jobs here; this is more than most communities can say. I feel we need to focus on growing a robust small business community, not just in the oil field, but in all aspects of life. Public resources are often used to attract big names, like Costco. There's nothing wrong with Costco coming here. We just need to encourage proper competition and keep money local. We need more small business. We need our leaders to be supporting and encouraging the little guy. This will keep people here, keep the money here, and make Midland a model city for others to emulate.

Please select below the Board(s) or Commission(s) on which you are interested in serving:

X	Airport Planning and Development Board: (Advisory)	X	Midland Housing Authority Commission: (Separate Legal Entity)
	Animal Control Advisory Commission: (Advisory)	X	Midland-Odessa Urban Transit District Board: (Separate Legal Entity & Decision Making)
X	Barbara & George H.W. Bush Convention Center Advisory Board (Advisory)	X	Midland Spaceport Development Corporation (Advisory)
	Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals: (Decision Making)		Oil and Gas Advisory Committee: (Advisory)
X	Capital Improvement Advisory Committee: (Advisory)	X	Parks and Recreation Commission: (Advisory)
X	Citizens Development and Hotel/Motel Advisory Board: (Advisory)		Permian Basin Community Center for MH/MR (PermiaCare): (Separate Legal Entity)
X	Midland Central Appraisal District: (Separate Legal Entity)	X	Planning and Zoning Commission: (Decision Making)
X	Midland Development Corporation: (Separate Legal Entity & Decision Making)	X	Zoning Board of Adjustment and Airport Zoning Board of Adjustment: (Decision Making)
X	Midland Downtown Park Conservancy: (Separate Legal Entity)		

Please specify any time constraints you may have.

None

Please tell us why you are interested in serving on these boards or commissions.

I want to be a part of making the future better. I am passionate about local issues, this is where we live and work. The decisions made here affect a wide variety of aspects of life. Being a part of that would satisfy my desire to be involved. I also have an interest in running for political office, this would be hands-on experience.

What contributions would you most like to make?

My goal would be to bring a rational, level headed approach to whichever committee decides they want my services. I want to bring an average citizen's viewpoint. Lots of government functions focus on a small group or area of life, we need to bring in a fresh approach for the common citizen.

Additional pertinent information or references:

Signature of Applicant

_____

Applications are available for download or printing and may be submitted via email, in person, or by mail:

To submit via email, send completed applications to:

boardapplications@midlandtexas.gov

To return via mail: To return in person:

City of Midland Midland City Hall
City Secretary's Office 300 N. Loraine Street Suite 330
PO Box 1152 Midland, TX 79702 Midland, TX 79701

Upon receipt of a completed application, a confirmation email will be sent from this office. If you do not receive a confirmation, please contact our office at 432-685-7430.

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Application for City of Midland Boards / Commissions / Committees

As an applicant for a city board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

Name: Joy Lanham

Address: 11710 W. County Rd. 58

Midland (City) TX (State) 79707 (Zip)

Date: 12/9/2025

Phone: 682-300-5767 (home/cell)

_____ (business)

Email: joy@klmlogisticsllc.com

Please tell us about yourself:

I am [✔] I am not [ ] a U.S. Citizen

What is your Occupation: Chief Executive Officer (Logistics Broker)

Are you a graduate of Midland 101? yes [ ] no [✔]

How long have you lived in Midland? 7 years

Professional and/or Community Activities:

Trinity Christian parent active in school activities; frequent visitor of the Bush Family Tennis Center and former COM Aquatics family; regular attendee and supporter of Midland's outdoor markets, festivals, and community events. Professionally, I support energy-related causes and industry events through my work as a Midland business owner in the oil and gas logistics sector.

What is your personal vision for the City?

A cleaner, safer, more connected Midland with vibrant public spaces that encourage families, teens, and young adults to enjoy the outdoors. I envision a walkable, welcoming downtown where residents feel proud of their city and have places that inspire community, health, and togetherness.

Please select below the Board(s) or Commission(s) on which you are interested in serving:

[ ]	Airport Planning and Development Board: (Advisory)	[ ]	Midland Housing Authority Commission: (Separate Legal Entity)
[ ]	Animal Control Advisory Commission: (Advisory)	[ ]	Midland-Odessa Urban Transit District Board: (Separate Legal Entity & Decision Making)
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[ ]	Citizens Development and Hotel/Motel Advisory Board: (Advisory)	[ ]	Permian Basin Community Center for MH/MR (PermiaCare): (Separate Legal Entity)
[ ]	Midland Central Appraisal District: (Separate Legal Entity)	[ ]	Planning and Zoning Commission: (Decision Making)
[ ]	Midland Development Corporation: (Separate Legal Entity & Decision Making)	[ ]	Zoning Board of Adjustment and Airport Zoning Board of Adjustment: (Decision Making)
[✔]	Midland Downtown Park Conservancy: (Separate Legal Entity)		

Please specify any time constraints you may have.

None.
I work full-time but have a flexible schedule and can commit to regular board meetings and responsibilities. I live in Midland full-time and can plan ahead as needed.

Please tell us why you are interested in serving on these boards or commissions.

As a Fort Worth transplant, I watched that city become one of Texas' most walkable, family-friendly communities. I raised my children outdoors in downtown Fort Worth, the Cultural District, and Clearfork, and I want Midland families to have the same safe, vibrant public spaces. As a ranch owner and someone who values conservation and outdoor life, I'm passionate about helping create a clean, welcoming downtown environment for families, teens, and young adults.

What contributions would you most like to make?

I bring experience as a Midland business owner, ranch owner, and community leader. I can contribute operational insight, ideas for family- and teen-friendly programming, and perspective from witnessing Fort Worth's long-term development. I would also support partnerships, beautification efforts, and conservation-minded planning.

Additional pertinent information or references:

Midland business owner; ranch owner with conservation experience; background in logistics, community engagement, and youth initiatives; strong communication and public-speaking skills. References available upon request.

Signature of Applicant

Joy Lorhon

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boardapplications@midlandtexas.gov

To return via mail:
City of Midland
City Secretary's Office
PO Box 1152 Midland, TX 79702

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300 N. Loraine Street Suite 330
Midland, TX 79701

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City Council Meeting

Item Number: 37.
Meeting Date: February 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1A, BLOCK 61, BELMONT ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF RANKIN HIGHWAY AND CRUMP STREET)

Purpose:

Clovis Sign Services is requesting a variance to exceed the maximum allowable sign square footage for the property located at 2411 Rankin Highway.

Recommended Action:
Directional/Informational

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Clovis Sign Services is requesting a variance from the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards for an existing gas station. The applicant is requesting a variance for the maximum total sign square footage for the property. The proposed total sign square footage for the property is 613.61 square feet. This request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which allows for no more than 400 square feet for a property's total signage (since this property fronts onto an arterial street, it is allowed 400 square feet rather than the standard 360 square feet). The applicant is requesting a variance for the maximum total sign square footage of 213.61 The existing signage for this gas station is 608.95 square feet, which would be a net increase of 4.66 square feet.

SEI's existing contract with Sunoco fuel terminates in March 2026, requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto

canopy, dispensers and freestanding signs. The applicant is requesting this sign variance in order to update the existing signage (that already exceeds 400 square feet), to reflect the new providers' logo and designs.

Planning:

The applicant is requesting approval of a variance for the maximum total sign square footage allowed for this property. Midland city code allows for 400 square feet of total signage for this property, due to its frontage onto Rankin Highway. The applicant is proposing a total signage of 613.61 square feet (exceeding city code by 213.61 square feet) in order to update the signage to reflect the new fueling provider.

Attachments:

A. 2411 Rankin Highway, Combined Documents
B. CC - 2411 Rankin Highway Sign Appeal

Britton Murry, Development Services	Created/Initiated - 2/12/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

1/27/2026
City of Midland
Planning and Zoning Department

RE: Variance Request for Increased Signage Square Footage

Site Identification/Project Number: 922722 / 42493

Property Address: 2411 RANKIN Hwy Midland, TX 79701

Case/ Permit Number: SGN-075460-2025

Dear City of Midland Staff and Members,

On behalf of SEI (7-Eleven: the property owner of the above referenced location) and Phillips 66 Fuels, we respectfully submit this request for a variance to allow an increase in the total permitted signage square footage as part of the rebranding of the existing Sunoco fuel station to Phillips 66.

SEI's existing contract with Sunoco fuel will terminate in March of 2026 requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding signs. The city of Midland's current sign ordinance limits the allowable signage area to 400 square feet at this location. This total includes signage across multiple categories including building-mounted signs, canopy-mounted signs, dispenser branding and signage on both freestanding signs. Based on these combined categories, *both the existing and proposed* signage configurations *exceed* the 400 square foot maximum signage allowed for this location.

The proposed Phillips 66 branding signage to be displayed on the canopy, dispensers and existing freestanding signs, is vital to the marketing and economic success of the site. Updating the fuel signage is necessary to improve the clarity for motorists, allowing drivers to quickly identify fuel types and pricing. If the fuel brand cannot be present at specific areas of the site, it eliminates the brand's presence from the site and the incentive for the brand to offer fuel at the location. It also eliminates the customer's ability to distinguish what product they are purchasing. The absence of brand signage also gives

the appearance of an “unbranded” or “closed” site and can negatively affect both fuel and in-store sales. Additionally, keeping all existing building-mounted and freestanding signage including Stripes and Laredo Taco signs, helps preserve consistent brand presentation and visual continuity across all sites.

We are therefore requesting approval to increase the total allowable signage area at this site. The proposal includes a total square footage area of 613.61 sqft. This is a **4.66 sqft net increase** to the overall sign square footage that *currently exists* on the site. The proposed signage will replace all existing Sunoco branding maintaining the existing sign footprint, ensuring there is no increase in visual mass or site congestion. All signage will be professionally designed, internally consistent with Phillips 66 brand standards and compliant with all other applicable provisions of the city of Midland’s sign ordinance. The building-mounted sign and freestanding sign structures will remain.

Granting this variance will allow the site to maintain visibility comparable to similar fuel stations in the area and will not negatively impact public safety or adjacent properties**.** The request reflects the specific design and branding standards associated with the corporate identity in the interests of all brands as represented on the site.

Thank you for your time and consideration of this request. We respectfully request approval and are available to provide any additional plans, elevations, or supporting documentation as needed.

Please reference the attached signage summary and provided rendering packet representing the requested scope for consideration.

Emilee New
Keila Jennings
Clovis Sign Service
586-690-9658
emilee@css-ngd.com
keila@css-ngd.com

Signage Summary

Store Signs – No square footage Change
Total: 160.46 sq ft (remain unchanged)
See pp. 1–13 for details: requesting two face changes to upgraded logo designs (p. 4, p. 8)
See p. 14 for square footage summary

Canopy / Forecourt Signs – Minor Increase to existing square footage
Existing: 156.27 sq ft
Proposed: 167.93 sq ft
Net increase: 11.66 sq ft
All existing canopy/forecourt signage will be removed and replaced with Phillips 66 branded signage to promote the new fuel brand.
See pp. 11–18 for details
See p. 19 for square footage summary

Freestanding Signs

Twin Pole Sign – No square footage Change
Total: 195.66 sq ft (remain unchanged)
Requesting approval to retain the existing total square footage, which slightly exceeds the 180 sq ft maximum allowed per sign.
No additional square footage or height increase proposed.
See p. 21, Option 2 for preferred preference

Single Pole Sign – Decrease in existing square footage
Existing: 96.56 sq ft
Proposed: 89.56 sq ft (7 sq ft reduction)
Existing Sunoco cabinet to be replaced with Phillips 66 cabinet; existing bank cabinet faces to be replaced with Laredo Taco faces.
Overall height remains unchanged.

Overall Site Signage

Existing Total: 608.95 sq ft
Proposed Total: 613.61 sq ft
Net Increase: 4.66 sq ft

January 23, 2026

Jordan Stowe
Clovis Sign Service
1312 E. 1st.
Clovis, NM 88101

RE: SGN-075460-2025 (2411 RANKIN Hwy Midland, TX 79701)

The plan review for the building permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Building Code- Jeremy Mills- 432-685-7389 jmills@midlandtexas.gov

1. **(Page 19: Total Signage: Canopy/Forecourt)- the total proposed area is represented as 142.93, which is incorrect. Based on the proposed areas provided it should amount to 167.93. Revise this page to correct the value.**
2. **(Page 23: Total SQFT)- the canopy/forecourt proposed area is represented as 142.93, which is incorrect. Based on the proposed areas provided should amount to 167.93. Revise this page to correct this value as well as change the total sqft. proposed to 585.32.**
3. On property with multiple street frontages, the length of each street frontage shall be used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area. See https://ecode360.com/41118077. Since this property is located on I-20 frontage the allowable cumulative sq.ft. is increased to 400. See https://ecode360.com/41118101. **(Page 23: Total SQFT: The total proposed area of 585.32 exceeds the total allowable for the property. Either reduce the sign sqft to 400 or less or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**

A written response to each comment shall accompany revised plans, all change/corrections shall be "clouded" on the resubmitted plans. Revised plans and comment responses can be emailed to commercialpermits@midlandtexas.gov. Online portal submittals can use, Civic Access. Please notify when documents are uploaded to the portal.

Sincerely,

Jeremy Mills
Permit Review Manager
(432) 685-7389
300 N. Loraine Midland, TX | PO Box 1152
Pay your balance online @
https://comapps.midlandtexas.gov/energov/selfservice#/payinvoice

Scan the QR Code below to take our survey!

MIDLAND
Be the Energy!

jmills@midlandtexas.gov

BRAND BOOK

Phillips 66
ST#922722

2411 Rankin Highway
Midland, TX 79701

CLOVIS SIGN SERVICE
Since 1962

1312 E. 1st
Clovis, NM 88101
1-575-763-5623 Fax: 1-575-763-6365

Created by: Keila Jennings	Last Edited by:
Date: 12-19-2025	Date:

Permit Number: **SGN-075460-2025**

922722 (42493)

2411 Rankin Highway Midland, TX 79701

Storefront (ATM)



Existing



Proposed
NO CHANGE



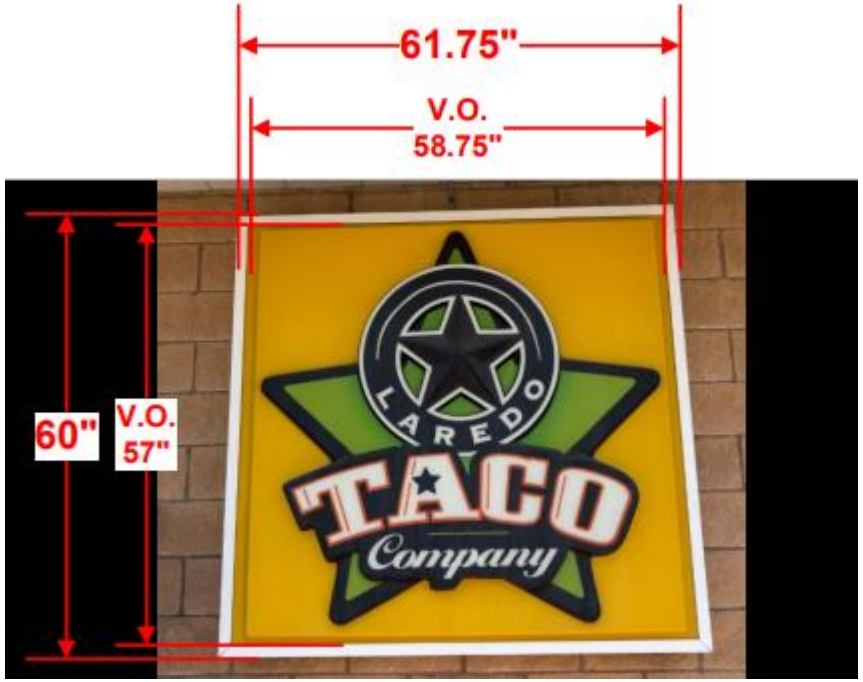
Total Sq Ft No Change: 9.68’ sqft

Storefront (Laredo Taco)



Existing

Total Sq Ft: 25.75’



Proposed

(Reface only, Paint cabinet black)

Total Sq Ft: 25.75’



Total Sq Ft No Change: 25.75’ sqft

CLOVIS SIGN SERVICE Since 1962

Storefront Wall (“Stripes”)



Existing

Total Sq Ft: 47.18’



Proposed

NO CHANGE



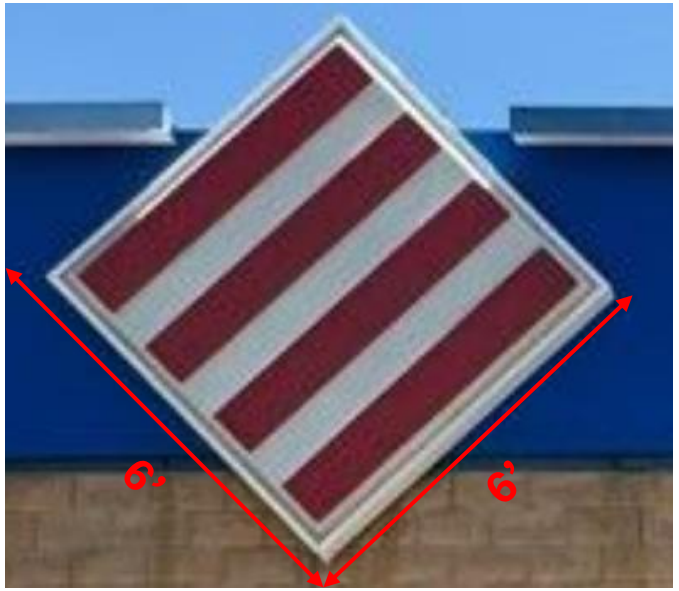
Total Sq Ft No Change: 47.18’ sqft

Storefront Wall (Stripes Logo)



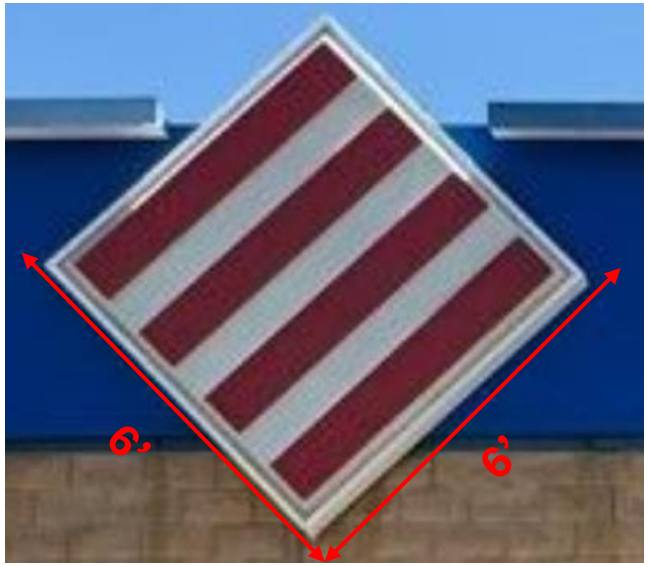
Existing

Total Sq Ft: 36’



Proposed

NO CHANGE



Total Sq Ft No Change: 36’ sqft

Storefront Store Elevations

- **Signs on storefront**
  - ATM: 9.68 SQ FT
  - Laredo Taco: 25.75 SQ FT
  - “Stripes” : 47.18 SQ FT
  - Stripes Logo: 36 SQ FT
  - Total signage sqft
    - **118.61 sqft signs**
- **Storefront Area:**
  - 370.04 sqft (parapet)
  - 2,288 sqft
  - **= 2,658.04 sqft total area**
- **15% of Area:**
  - 398.70 sqft allowed signage on elevation
- 118.61 sqft < 398.70 sqft (15%)

Signage **MEETS** Criteria

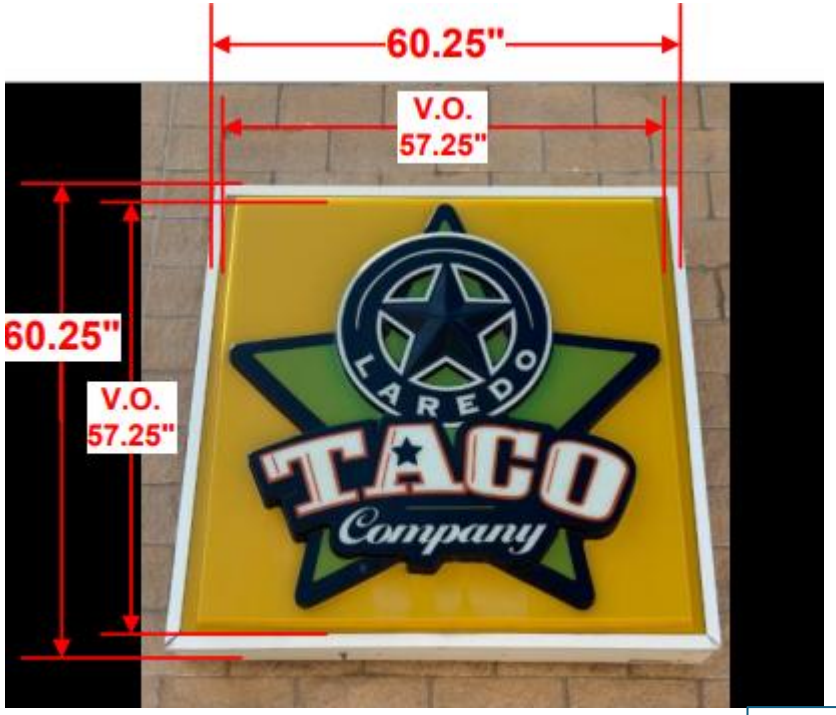




South Wall (Laredo Taco)

Existing

Total Sq Ft: 25.20’



Proposed

(Reface only Paint cabinet black)

Total Sq Ft: 25.20’



Total Sq Ft No Change: 25.20’ sqft

South Wall Store Elevations

- **Signs South Wall**
  - Laredo Taco: 25.20 SQ FT
    - **25.20 sqft signs**
- **South wall Area:**
  - **687.20 sqft total area**
- **15% of Area:**
  - 103.08 sqft allowed signage on elevation
- 25.20 sqft < 103.08 sqft (15%)

Signage **MEETS** Criteria





East (Back) Wall (Stripes Decal)

Existing

Total Sq Ft: 16.65’



Proposed

NO CHANGE

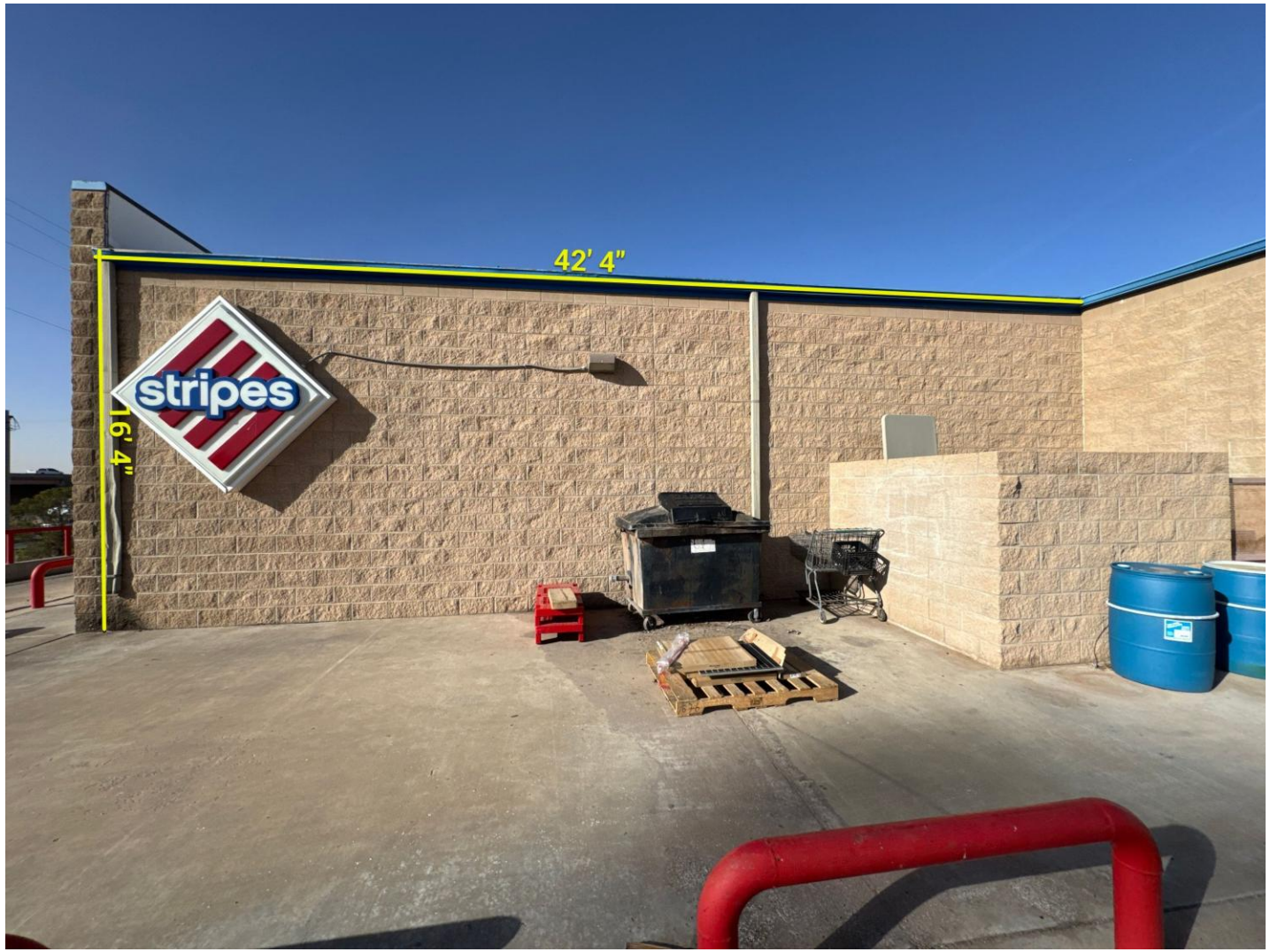


Total Sq Ft No Change: 16.65’ sqft

East (Back) Wall Store Elevations

- **East (Back) Wall Signs**
  - Stripes: 16.65 SQ FT
    - **16.65 sqft signs**
- **Back wall Area:**
  - **691.24 sqft total area**
- **15% of Area:**
  - 103.68 sqft allowed signage on elevation
- 16.65 sqft < 103.68 sqft (15%)

Signage **MEETS** Criteria



East (Back) Wall Store Elevations

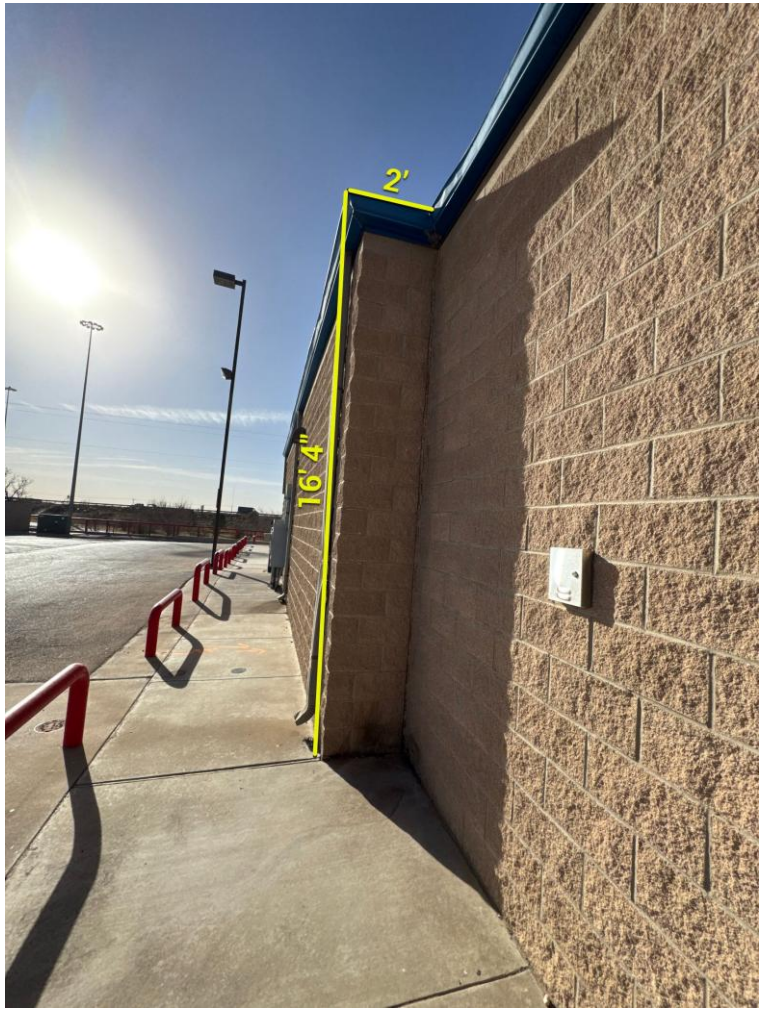
NO EXISTING OR PROPOSED SIGNAGE





East (Back) Wall Store Elevations

NO EXISTING OR PROPOSED SIGNAGE





Total Signage on Store

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Storefront (ATM)	2.42	4	9.68	2.42	4	9.68	No Changes
Storefront (Laredo Taco)	5	5.15	25.75	5	5.15	25.75	Reface Only
Storefront Wall (“Stripes”)	3.75	12.58	47.18	3.75	12.58	47.18	No Changes
Storefront Wall (Stripes Logo)	6	6	36	6	6	36	No Changes
Total			**118.61**			**118.61**	**Meets 15% Criteria**
South Wall (Laredo Taco)	5.02	5.02	25.20	5.02	5.02	25.20	Reface Only
Total			**25.20**			**25.20**	**Meets 15% Criteria**
East (Back) Wall (Stripes Decal)	4.08	4.08	16.65	4.08	4.08	16.65	No Changes
Total			**16.65**			**16.65**	**Meets 15% Criteria**
Total SQ FT			160.46			160.46	

Auto Canopy

Existing



SITE - EXISTING

Proposed



SITE - PROPOSED

Auto Canopy Logos





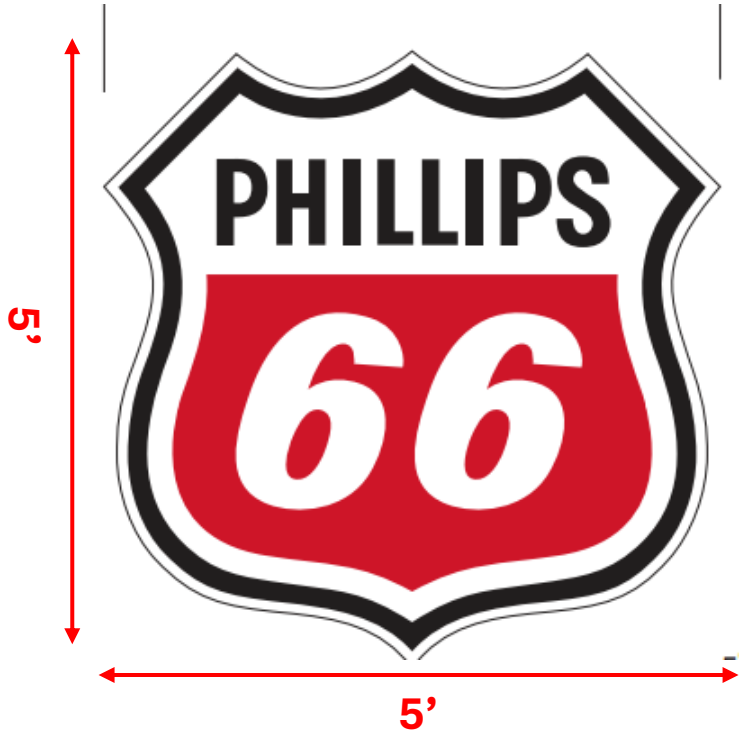
Existing X 3

Total Sq Ft: 55.13’



Proposing X 2

Total Sq Ft: 50’



Total Sq Ft Proposed: 50’ sqft

Auto Canopy Logos

Existing X 2

Total Sq Ft:
55.16’



Proposed

Removed

Total Sq Ft Proposed: 0’ sqft

Dispensers

Existing

Diesel Logo on Valance
.25’ h x 1.67’ w (x16)
Total Sq Ft: 6.68’

Valance Number
.37’ h x .33’ w (x16)
Total Sq Ft: 1.97’

Pump Toppers
1.08’ h x 1.73’ w (x16)
Total Sq Ft: 29.89’



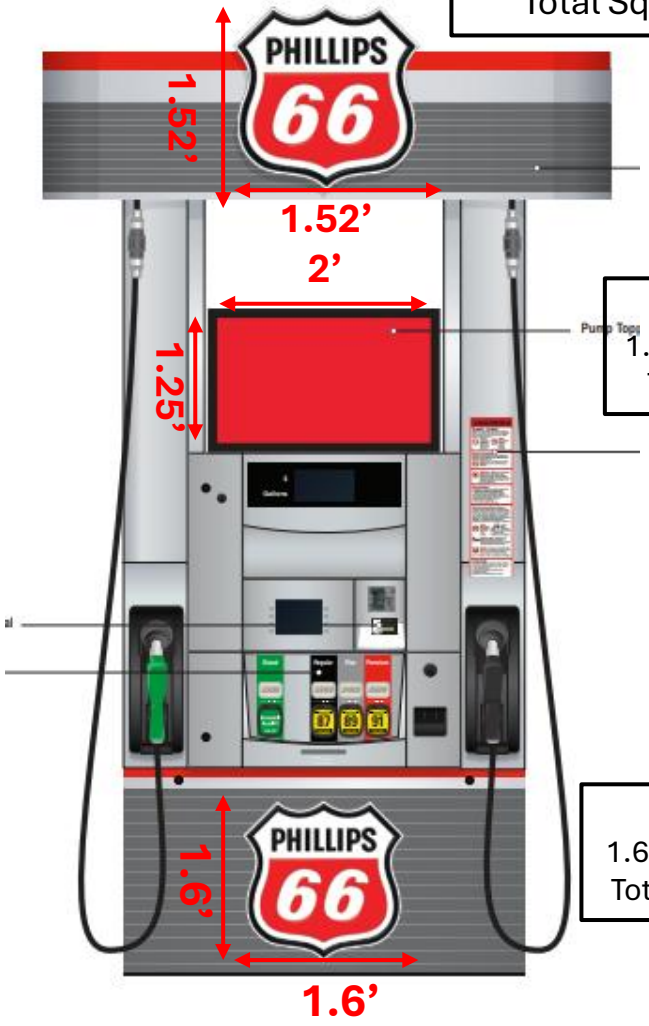
Sunoco Diesel Logo on
Pump Skirt
.30’ h x 1.20’ w (x16)
Total Sq Ft: 5.76’

Sunoco Logo
.25’ h x .42’ w (x16)
Total Sq Ft: 1.68’

Total Sq Ft Existing: 45.98’ sqft

Proposed

P66 Logo
1.52’ h x 1.52’ w (x16)
Total Sq Ft: 36.97’



Pump Toppers
1.25’ h x 2’ w (x16)
Total Sq Ft: 40’

P66 Logo
1.6’ h x 1.6’ w (x16)
Total Sq Ft: 40.96’

Total Sq Ft Proposed: 117.93’ sqft

Total Signage: Canopy / Forecourt

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Sunoco Logo x3	1.75	10.5	55.13	0	0	0	Remove
Official Fuel of Nascar x2	1.63	16.92	55.16	0	0	0	Remove
Pump Toppers (16)	1.08	1.73	29.89	0	0	0	Remove
Diesel Logo on Valance (x16)	.25	1.67	6.68	0	0	0	Remove
Sunoco Diesel logo pump skirt (x16)	.25	.42	5.76	0	0	0	Remove
Sunoco Diesel Logo Pump Skirt (x16)	.25	.42	1.68	0	0	0	Remove
Valance Number (x16)	.37	.33	1.97	0	0	0	Remove
P66 Logo on Valance (x16)	0	0	0	1.52	1.52	36.97	Add
Pump Toppers (x16)	0	0	0	1.25	2	40	Add
P66 Logo on Pump Skirt (x16)	0	0	0	1.6	1.6	40.96	Add
P66 Logo on Canopy (x2)	0	0	0	5	5	50	Add
Total SQ FT			**156.27**			**167.93**	

Sign Locations

: Right of Way/ Property Line

A1





A2



A1: MID Twin Pole

Existing sign is over the maximum square footage allowed (180 sqft)

EXISTING



OAH: 25'

Total Sq Ft Existing: 195.66' sqft

Option 1: City will Accept

Reface to new P66 faces
Reface Existing price cabinet w/ new LEDS
Reface Taco to Stripes/Taco split face with divider bar / REMOVE Bank Cabinet

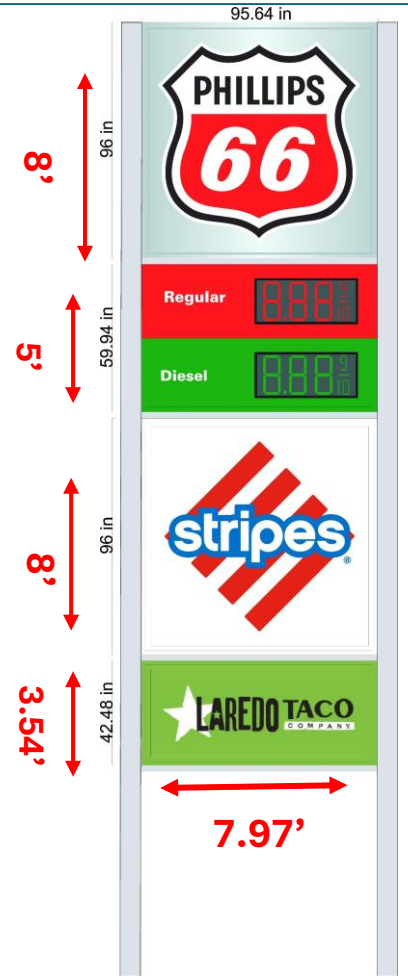


OAH: 25'

Total Sq Ft: 167.37' sqft

OPTION 2: PREFERRED DESIGN

P66 New Cabinet
New Price Cabinet
Reface Taco to Stripes faces
Reface Bank Cabinet with Laredo Taco faces



OAH: 25'

Total Sq Ft Existing: 195.66' sqft

A2: Single Pole

Existing

OAH: 47’

Existing
Total Sq Ft:
Overall 7’ h x 16’ = 112’
Actual 56’

Existing
Total Sq Ft: 40.56’



OAH: 47’



Proposed
Total Sq Ft: 49’

Proposed
REFACE ONLY
Total Sq Ft: 40.56’

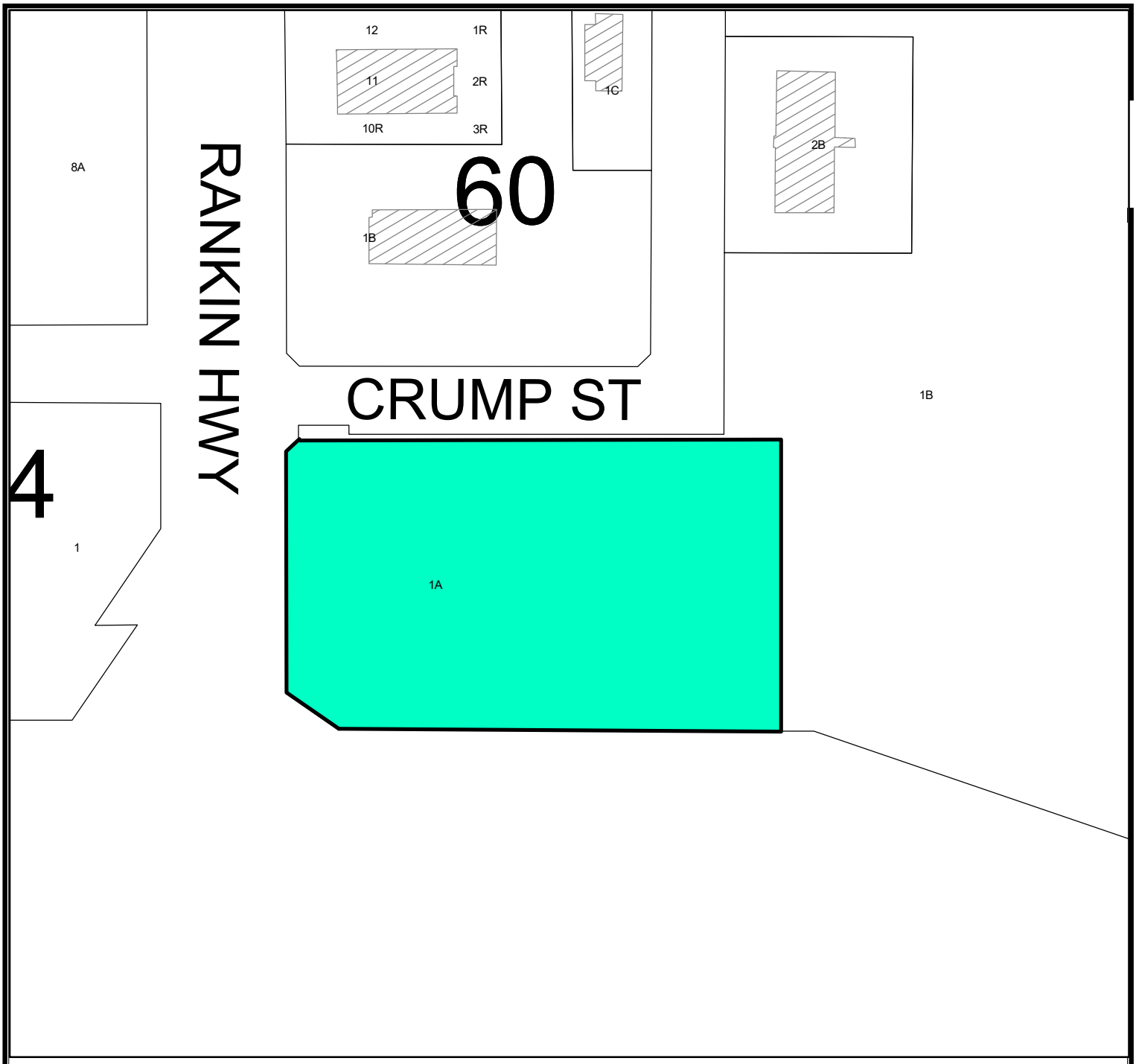
Total Sq Ft Existing: 96.56’ sqft

Total Sq Ft Proposed: 89.56’ sqft

Total SQ FT

Sign	Area (ft) Existing	Area (ft) Proposed	Total SQ FT Allowed	Difference
Store	160.46	160.46		
Canopy/ Forecourt	156.27	167.93		
Total SQ FT	**316.73**	**328.39**		
A1 MID: Twin Pole	195.66	195.66		
Total SQ FT	**195.66**	**195.66**	180	> 15.66
A2 Single Pole	96.56	89.56		
Total SQ FT	**96.56**	**89.56**	180	< 90.44

Allowable cumulative total on site per the city: 400 sqft
Existing Total: 608.95 sqft
Proposed Total: 613.61sqft
Net increase: 4.66 sqft



Location Map

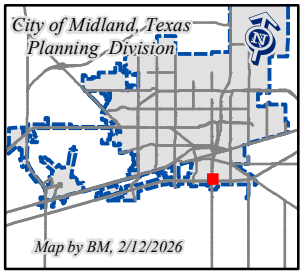
2411 Rankin Highway **Scale: 1" = 113'**

MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1A, BLOCK 61, BELMONT ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS.

GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF RANKIN HIGHWAY AND CRUMP STREET. (COUNCIL DISTRICT 2)

L E G E N D

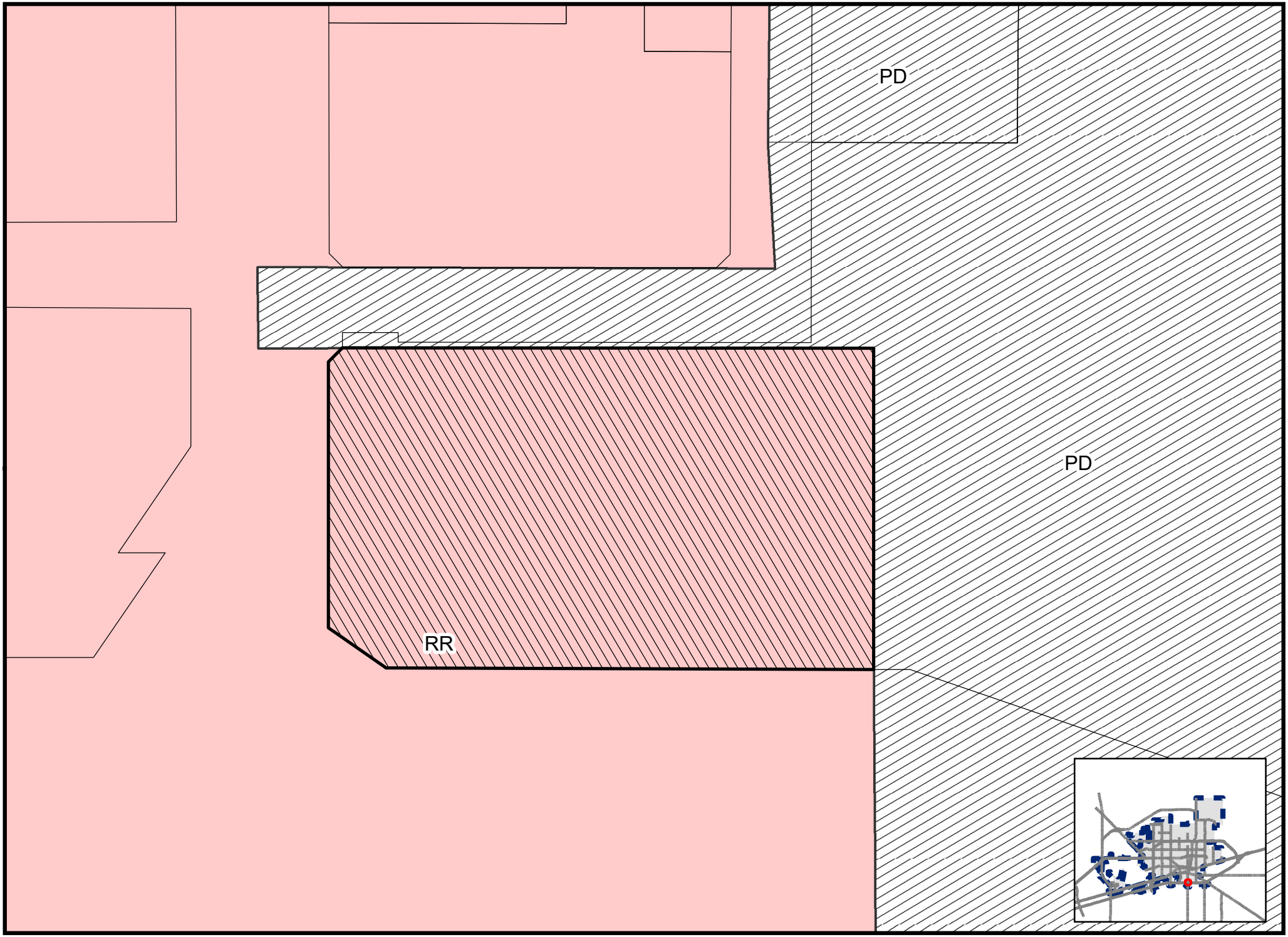
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 2/12/2026

Sign Appeal

Scale: 1" = 86'

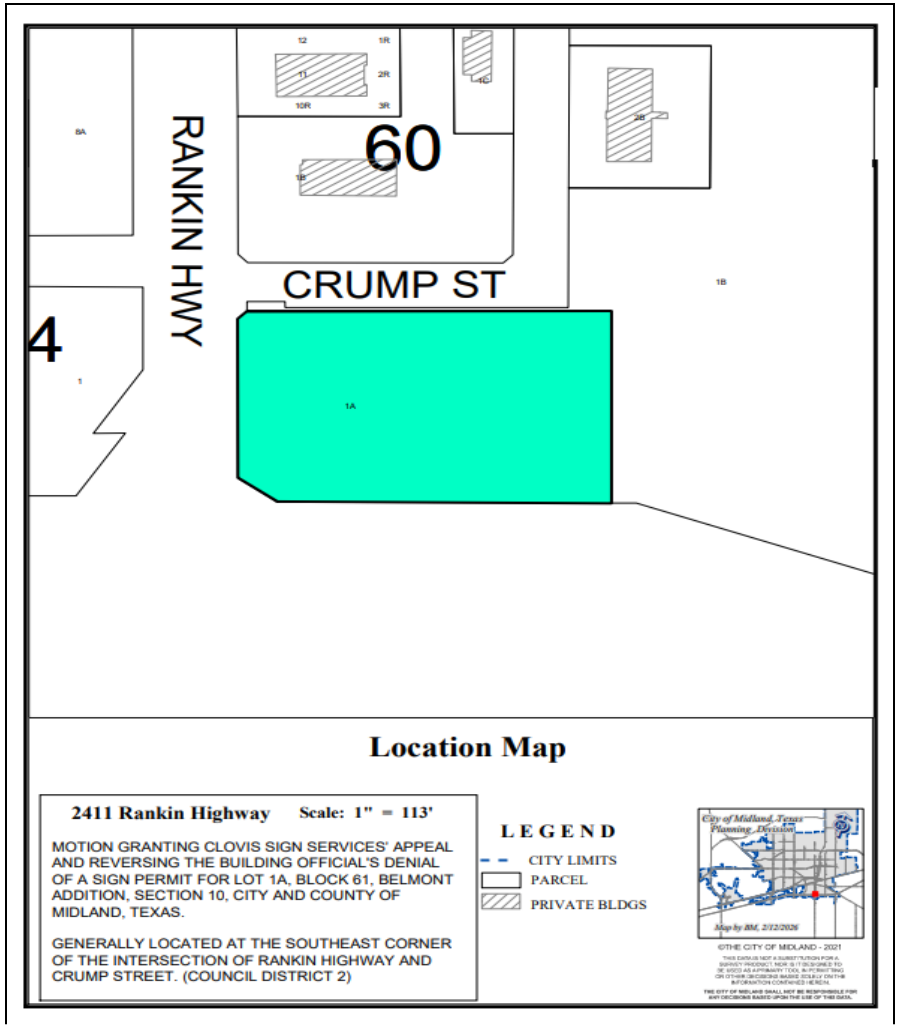
ZONING MAP

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MIDLAND
Be the Energy!
SIGN APPEAL
2411 RANKIN HIGHWAY
Visit Our Website
MIDLANDTEXAS.GOV

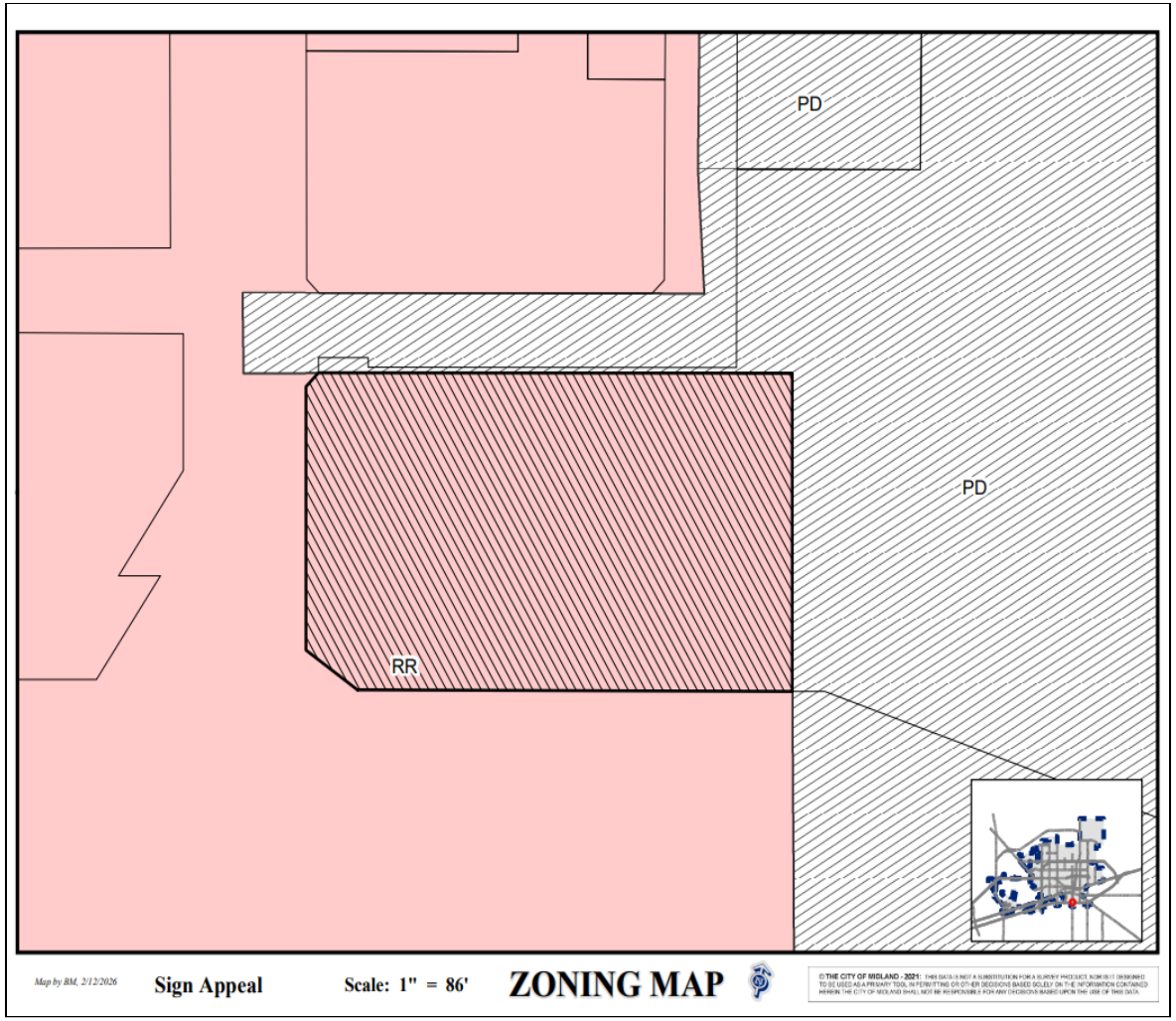
APPLICATION SUMMARY

- **Representative/Applicant:** Clovis Sign Service
- **Location:** 2411 Rankin Highway (Council District 2)
- **Application Type:** Sign Appeal
- **Reason for Request:** Updating an existing gas stations signage with its new fuel provider



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/East:** PD, Planned Development District for a Shopping Center
  - **South/West:** RR, Regional Retail District



MIDLAND
Be the Energy!

SIGN APPEAL DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a property.
- **Allowed square footage by code:** 400 square feet (Arterial frontage)
- **Existing square footage:** 608.95 square feet
- **Proposed square footage:** 613.61 square feet
- **Variance:** 213.61 square feet



SIGN DETAILS

Existing



SITE - EXISTING

Proposed



SITE - PROPOSED

MIDLAND
Be the Energy!

SIGN DETAILS



Auto Canopy Logos



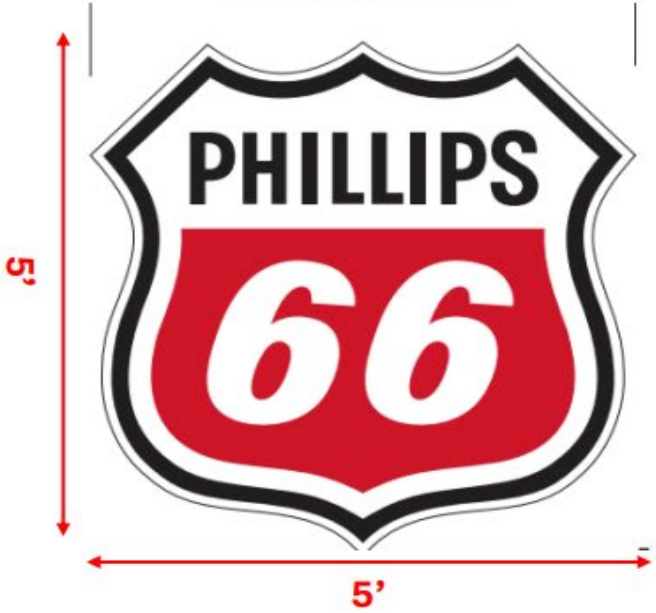
Existing X 3

Total Sq Ft: 55.13’



Proposing X 2

Total Sq Ft: 50’



MIDLAND
Be the Energy!

SIGN DETAILS

A1: MID Twin Pole

Existing sign is over the maximum square footage allowed (180 sqft)

EXISTING



OAH: 25'

Total Sq Ft Existing: 195.66' sqft

Option 1: City will Accept

Reface to new P66 faces
Reface Existing price cabinet w/ new LEDS
Reface Taco to Stripes/Taco split face with divider bar / REMOVE Bank Cabinet

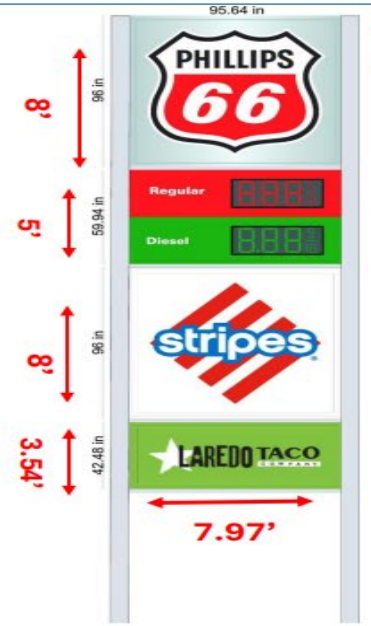


OAH: 25'

Total Sq Ft: 167.37' sqft

OPTION 2: PREFERRED DESIGN

P66 New Cabinet
New Price Cabinet
Reface Taco to Stripes faces
Reface Bank Cabinet with Laredo Taco faces



OAH: 25'

Total Sq Ft Existing: 195.66' sqft

STAFF'S RECOMMENDATION

- Staff recommends no action for this request.



MISSION

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



City Council Meeting

Item Number: 38.
Meeting Date: February 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND EAST LOOP 250 NORTH)

Purpose:

Clovis Sign Services is requesting a variance to exceed the maximum allowable sign square footage, the maximum allowable freestanding signs per frontage, the maximum allowable freestanding sign height, and a reduced sign setback from a residential zoning district, for the property located at 4508 North Big Spring Street.

Recommended Action:
No action/Informational

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Clovis Sign Services is requesting a variance from the City of Midland Zoning Ordinance Section 11-7a-7. — Sign Standards for an existing gas station. The applicant is requesting a variance for the maximum total sign square footage for the property. The proposed total sign square footage for the property is 704.33 square feet. This request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which allows for no more than 360 square feet for a property's total signage. The applicant is requesting a variance for the maximum total sign square footage of 344.33. The existing signage for this gas station is 716.20 square feet, which would be a net decrease of 11.87 square feet.

The applicant is also requesting a variance for the total allowable pole signs on the property. City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards states that a property is allowed to have a pole sign per each street frontage. This property, 4508 North Big Spring

Street, has three frontages (Palmer Drive, State Highway 349, and East Loop 250 North). Based off of Section 11-7a-7 — Sign Standards, this property is allowed to have three pole signs. However, this property already has four existing pole signs. The applicant is requesting to keep all four existing pole signs in their current location, while updating the signage to reflect the new fuel provider.

The applicant is also requesting a variance for the maximum allowable height of a pole sign. Per City of Midland Zoning Ordinance Section 11-7a-7. — Sign Standards, pole signs are not to exceed 30 feet in height. The applicant is proposing sign “A1” (as referenced in the concepts) to be 33.25 feet in height (a variance of 3.25 feet). The existing height of sign “A1” is 33 feet (only 0.25 feet shorter). In addition to sign “A1”, the applicant is also requesting a variance for sign “A2” (as referenced in the concepts). Sign “A2” (existing) is 32.5 feet in height (exceeding city code by 2.5 feet). The applicant is requesting no changes to the height of this existing sign.

The applicant is also requesting a variance for a reduced sign setback from a residential zoning district. The properties to the east are zoned residential (SF-2, Single-Family Dwelling District). Per City of Midland Zoning Ordinance Section 11-7a-7 — Sign Standards, commercial pole signs are not to encroach within 75 feet of residential zoned properties. The applicant is requesting for City Council to waive this requirement, as the signs are already existing, and will remain in their current location.

SEI’s existing contract with Sunoco fuel terminates in March of 2026, requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding signs. The applicant is requesting multiple sign variances for this property, in order to update the existing signage to reflect the new fuel providers’ logo and designs.

Planning:

The applicant is requesting approval of multiple sign variances for the property located at 4508 North Big Spring Street. The variances being requested by the applicant include exceeding the maximum allowable sign square footage for the property, the maximum allowable freestanding signs per frontage, the maximum allowable freestanding sign height, and a reduced sign setback from a residential zoning district.
.

Attachments:
A. 4508 North Big Spring Street, Combined Documents
B. CC - 4508 North Big Spring Street Sign Appeal

Britton Murry, Development Services	Created/Initiated - 2/12/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

2/2/2026
City of Midland
Planning and Zoning Department

RE: Variance Request for Increased Signage Square Footage

Site Identification/Project Number: 922718- 42565

Property Address: 4508 North Big Spring Street Midland, TX 79705

Case/ Permit Number: SGN-075463-2025

Dear City of Midland Staff and Members,

On behalf of SEI (7-Eleven: the property owner of the above referenced location) and Phillips 66 Fuels, we respectfully submit this request for a variance to accept the proposal at the existing signage square footage and allow all existing signs to remain as part of the rebranding of the existing Sunoco fuel station to Phillips 66.

SEI's existing contract with Sunoco fuel will terminate in March of 2026 requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding signs. The city of Midland's current sign ordinance limits the allowable signage area to 360 square feet at this location. This total includes signage across multiple categories including building-mounted signs, canopy-mounted signs, dispenser branding and signage on both freestanding signs. Based on these combined categories, *both the existing and proposed* signage configurations *exceed* the 360 square foot maximum signage allowed for this location.

The proposed Phillips 66 branding signage to be displayed on the canopy, dispensers and existing freestanding signs, is vital to the marketing and economic success of the site. Updating the fuel signage is necessary to improve the clarity for motorists, allowing drivers to quickly identify fuel types and pricing. If the fuel brand cannot be present at specific areas of the site, it eliminates the brand's presence from the site and the incentive for the brand to offer fuel at the location. It also eliminates the customer's ability to distinguish what product they are purchasing. The absence of brand signage also gives

the appearance of an “unbranded” or “closed” site and can negatively affect both fuel and in-store sales. Additionally, keeping all existing building-mounted and freestanding signage including Stripes and Subway signs, helps preserve consistent brand presentation and visual continuity across all sites.

We are therefore requesting approval to accept the total proposed square footage of signage on site of 704.33 sqft. This is an **11.87 sqft net DECREASE** to the overall sign square footage that *currently exists* on the site. The proposed signage will replace all existing Sunoco branding maintaining the existing sign footprint, ensuring there is no increase in visual mass or site congestion. All signage will be professionally designed, internally consistent with Phillips 66 brand standards and compliant with all other applicable provisions of the city of Midland’s sign ordinance. *The building-mounted sign and freestanding sign structures will remain.*

In addition, we also request consideration to accept the following:

- All (4) existing signs to remain on site. Per the city of Midland, only 3 freestanding signs are allowed on this site adjacent to the existing 3 store frontages. All structures existed on site, prior to SEI acquiring the property. We are asking that the existing structures remain, as is, without any structural modifications to occur. Removing one of the existing signs would reduce clarity for drivers and brand visibility. In addition, removing or altering any of the existing signs would result in unexpected costs and further delays in the branding project.
- Proposed OAH of A1, P66 Sign(33.25’) and existing height of A2, Subway Sign, of 32.5’. Per the city of Midland, the height of these signs is limited to a maximum of 30’, each, per the applicable street frontages orientation to the LR-1 zoning district. In the case of **A1**, due to the existing Sunoco cabinet’s unique shape, refacing this cabinet is not possible. In order to incorporate the P66 brand in place of Sunoco, the standard square P66 cabinet is required. Installation of this cabinet will result in **only a .25’ increase to the existing height**. In the case of **A2**, Subway Sign, the scope of this project will include NO changes to the

existing sign structure or height. We are asking that the committee consider accepting the existing height of this sign, at 32.5' feet with *no proposed changes*. As stated previously, altering or removing any of the existing sign structures would result in unexpected costs and further delays in the branding project. All signs existed on site when the property was acquired by new owner, SEI (7-Eleven).

- Accept signs A1 and A2 at their current location. Per the city of Midland, both signs are within 75' of the adjacent SF2 zoning district requiring relocation if changes made. Relocating one or more of the existing signs would reduce clarity for drivers and brand visibility. In addition, removing or altering any of the existing signs would result in unexpected costs and further delays in the branding project. All signs have existed on the site since 2008 or earlier with no recorded interference with nearby residential zoning districts.
- Accept all signs at their current location. Per the city of Midland, one or more signs may be in an existing "airport runway protection zone." When we requested additional information and/or clarification regarding which signs this applies to, we were told, by the permitting office, to contact Justine Ruff. As of today's date, we have not received a call-back to our inquiry with Justine. The signs in question are existing, permanent structures that have been in place for an extended period of time without any known impact to airport operations, aviation safety or navigational visibility. They do not include lighting, movement or reflective materials that could distract pilots or interfere with approach or departure paths. Additionally, the signs are low-profile in nature and do not exceed surrounding site features or nearby structures. Their height (none exceed 35'), placement and orientation ensure they do not penetrate any protected airspace surfaces or create an obstruction hazard.

In summary, we are requesting that all existing signs remain at their current location with the proposed total square footage. ***The proposed scope includes an overall square***

footage DECREASE in signage to be added ranging from minimal to no changes across all sign structures.

Granting this variance will allow the site to maintain visibility comparable to similar fuel stations in the area and will not negatively impact public safety or adjacent properties. The request reflects the specific design and branding standards associated with the corporate identity in the interests of all brands as represented on the site.

Thank you for your time and consideration of this request. We respectfully request approval and are available to provide any additional plans, elevations, or supporting documentation as needed.

Please reference the attached signage summary and provided rendering packet representing the requested scope for consideration.

Emilee New
Keila Jennings
Clovis Sign Service
586-690-9658
emilee@css-ngd.com
keila@css-ngd.com

Signage Summary

Store Signs – No square footage Change – No touch to existing signs
Total: 196.89 sq ft (remain unchanged)
See pp. 3-12 for details
See p. 13 for square footage summary

Car Wash – No square footage Change – No touch to existing signs
Total: 56.42 sq ft (remain unchanged)
See pp. 14-21 for details
See p. 22 for square footage summary

Auto Canopy / Forecourt Signs – Minor Increase to existing square footage
Existing: 137.59 sq ft
Proposed: 123.70 sq ft
Net decrease: 13.89 sq ft
All existing canopy/forecourt signage will be removed and replaced with Phillips 66 branded signage to promote the new fuel brand.
See pp. 23-26 for details
See p. 27 for square footage summary

Freestanding Signs

Single Pole High Rise Sign – Decrease to existing square footage
Existing: 52.84 sq ft
Proposed: 25 sq ft
Net decrease: 27.84 sq ft
No additional square footage or height increase proposed.
See p. 29 for details

Single Pole Subway High Rise Sign – No square footage change – No touch to sign
Existing: 64.32 sq ft (remain unchanged)
See p. 30 for details

Flagmount Sign – *Slight* Increase to existing square footage
Existing: 104.07 sq ft
Proposed: 119 sq ft
Net increase: 14.93 sq ft

See p. 31 for details

Flagmount Sign – *Slight* Increase to existing square footage
Existing: 104.07 sq ft
Proposed: 119 sq ft
Net increase: 14.93 sq ft
See p. 32 for details

Overall Site Signage

Existing Total: 716.20 sq ft
Proposed Total: 704.33 sq ft
Net DECREASE: 11.87 sqft

January 29, 2026

Jordan Stowe
Clovis Sign Service
1312 E. 1st.
Clovis, NM 88101

RE: SGN-075463-2025 (4508 North BIG SPRING Street Midland, TX 79705)

The plan review for the building permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Building Code- Jeremy Mills- 432-685-7389 jmills@midlandtexas.gov

1. 30 Minute parking signs on the north wall are each less than 4 sq.ft. and are considered incidental signs. Thes signs are exempt from the sign permitting and do not count toward the total sign sq.ft. See https://ecode360.com/41117943. **(I will mark up the plans to indicate as such and not include them in the total calculations.)**
2. Handicapped Parking Only and Accessible signs on the south wall are each less than 4 sq.ft. and are considered incidental signs. These signs are exempt from the sign permitting and do not count toward the total sign sq.ft. **(I will mark up the plans to indicate as such and not include them in the total calculations.)**
3. Emergency Valve sign on the car wash elevation 1 is less than 4 sq.ft. and is considered an incidental sign. This sign is exempt from the sign permitting and does not count toward the total sign sq.ft. **(I will mark up the plans to indicate as such and not include them in the total calculations.)**
4. Exit and Caution signs on the car wash elevation 2 are less than 4 sq.ft. and are considered incidental signs. These signs are exempt from the sign permitting and do not count toward the total sign sq.ft. **(I will mark up the plans to indicate as such and not include them in the total calculations.)**
5. Enter and Pickups Please Remove signs on carwash elevation 3 are less than 4 sq.ft. and are considered incidental signs. These signs are exempt from the sign permitting and do not count toward the total sign sq.ft. **(I will mark up the plans to indicate as such and not include them in the total calculations.)**
6. No Parking Anytime Signs on elevation 4 is less than 4 sq.ft. and is considered an incidental sign. This sign is exempt from the sign permitting and does not count toward the total sign sq.ft. **(I will mark up the plans to indicate as such and not include them in the total calculations.)**
7. One freestanding sign shall be allowed per street frontage. The use of an EMC as any portion of a freestanding sign shall be in compliance with paragraph (F) above. See https://ecode360.com/41118067. **Signs A1, A2, A3, and A4 are all freestanding signs. There are 3 frontages for this property so only 3 freestanding signs are allowed. Remove one of the signs that is being altered**

or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)

8. Loop 250, FM 1788, and portions of Highway 191 frontage. A property which (a) has street frontage on Loop 250, FM 1788, or Highway 191 west of Loop 250, and (b) is located in an LR-1, Local Retail District or less restrictive zoning district, may have one on-premises freestanding sign which exceeds the 30-foot height specified in subparagraph 3 above subject to the following regulations. See https://ecode360.com/41118094. **Signs A1 and A2 both exceed 30'. Changes made to sign A1 will require this sign to be reduced in height to comply with the height or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**
9. No portion of the sign or support shall be less than 75 feet from the boundary of a property zoned MF-2, Multi-Family Dwelling District or more restrictive. See https://ecode360.com/41118096. **(Both A1 and A2 freestanding signs are within the 75' of the adjacent SF2 zoning district. Changes made to sign A1 will result in the sign needing to be moved to correct this setback or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**
10. On property with multiple street frontages, the length of each street frontage shall be used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area. **The Total proposed sign area exceeds the total allowable. Either reduce signage to the total allowable sq.ft. or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**
11. No sign described in this subsection shall be placed in any airport runway protection zone. See https://ecode360.com/41118098. **Coordinate with the Airport Direct regarding the proximity to the runway protection zone. This may require a submittal to the FAA. Contact: Justine Ruff-432-560-2200.**

A written response to each comment shall accompany revised plans, all change/corrections shall be "clouded" on the resubmitted plans. Revised plans and comment responses can be emailed to commercialpermits@midlandtexas.gov. Online portal submittals can use, Civic Access. Please notify when documents are uploaded to the portal.

Sincerely,

Jeremy Mills

Permit Review Manager

(432) 685-7389

300 N. Loraine Midland, TX | PO Box 1152

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jmills@midlandtexas.gov

BRAND BOOK

Phillips 66
ST#922718

4508 North Big Spring
Midland, TX 79705

CLOVIS SIGN SERVICE
Since 1962

1312 E. 1st
Clovis, NM 88101
1-575-763-5623 Fax: 1-575-763-6365

Created by: Keila Jennings	Last Edited by:
Date: 12-19-2025	Date:

Permit Number: SGN-075463-2025

922718 (42565)

4508 North Big Spring, Midland TX 79705

Storefront (ATM)



Existing



Proposed-
NO Change



2.56’ H X 4.17’ W

Total Sq Ft No Change: 10.68’ sqft

Storefront (Subway)



Existing



Proposed
NO Change



3’ H X 12’ W

Total Sq Ft No Change: 36’ sqft

Storefront (Big Gulp)



Existing



Proposed
NO Change



Total Sq Ft No Change: 40.34' sqft

Storefront (Stripes Logo)



Existing



Proposed
NO Change



Total Sq Ft No Change: 25.75’ sqft

Storefront (Stripes)



Existing



Proposed
NO Change



Total Sq Ft No Change: 32.62' sqft

Storefront Elevation

- **Signs on storefront**
  - ATM: 10.68 SQ FT
  - Subway: 36 SQ FT
  - Big Gulp: 40.34 SQ FT
  - Stripes Logo: 25.75 SQ FT
  - “Stripes”: 32.62 SQ FT
    - **145.39 sqft signs**
- Storefront Area:
  - 837 sqft – brick
  - 396.1 sqft - parapet
  - **= 1,233 SQ FT**
- 15% of Area:
  - 184.96 sqft allowed signage on elevation
- 145.39 sqft < 184.96 sqft (15%)

Signage **MEETS** Criteria



South Wall (Stripes)



Existing



Proposed
NO Change



5.01’ H X 5.14’ W

Total Sq Ft No Change: 25.75’ sqft

South Wall Elevation

- **Signs on South Wall**
  - Stripes Logo: 25.75 SQ FT
  - Total signage sqft
    - **25.75 sqft signs**
- **Storefront Area**:
  - 230 sqft – parapet
  - 479.88 sqft – brick
  - **= 709.88 sqft total area**
- 15% of Area:
  - 106.48 sqft allowed signage on elevation
- 25.75 sqft < 106.48 sqft (15%)

Signage **MEETS** Criteria



North Wall (Stripes)



Existing



Proposed
NO Change



5.01’ H X 5.14’ W

Total Sq Ft No Change: 25.75’ sqft

North Wall Elevation

- **Signs on North Wall**
  - Stripes Logo: 25.75 SQ FT
  - Total signage sqft
    - **25.75 sqft signs**
- Storefront Area:
  - 479.88 sqft
  - 230 sqft - parapet
  - **= 709.88 SQ FT**
- 15% of Area:
  - 106.48 sqft allowed signage on elevation
- 25.75 sqft < 106.48 sqft (15%)

Signage **MEETS** Criteria



Total Signage on Store

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Storefront (ATM)	2.56	4.17	10.68	2.56	4.17	10.68	No Changes
Storefront (Subway)	3	12	36	3	12	36	No Changes
Storefront (Big Gulp)	1.33	30.33	40.34	1.33	30.33	40.34	No Changes
Storefront (Stripes Logo)	5.01	5.14	25.75	5.01	5.14	25.75	No Changes
Storefront (Stripes)	3.17	10.29	32.62	3.17	10.29	32.62	No Changes
Total			**145.39**			**145.39**	**Meets 15% Criteria**
South Wall (Stripes)	5.01	5.14	25.75	5.01	5.14	25.75	No Changes
Total			**25.75**			**25.75**	**Meets 15% Criteria**
North Wall (Stripes)	5.01	5.14	25.75	5.01	5.14	25.75	No Changes
Total			**25.75**			**25.75**	**Meets 15% Criteria**
Total SQ FT			**196.89**			**196.89**	

Car Wash (Cars N Stripes)



Existing



Proposed: NO Change

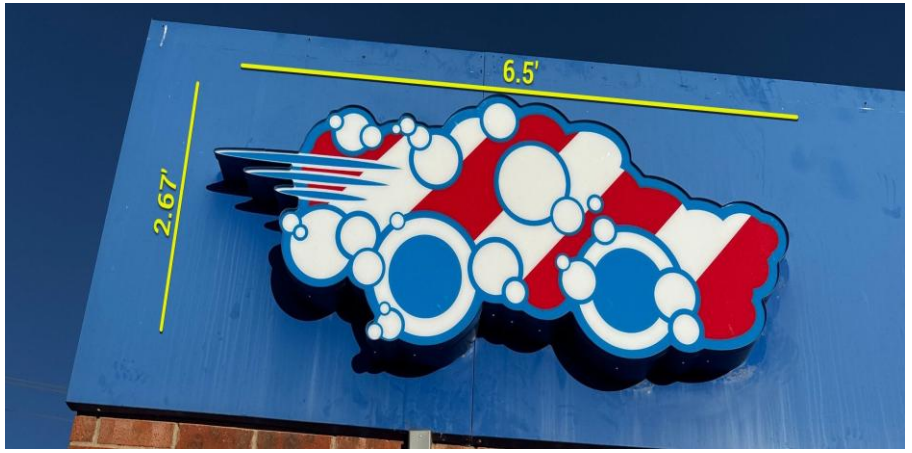


Total Sq Ft No Change: 17.91' sqft

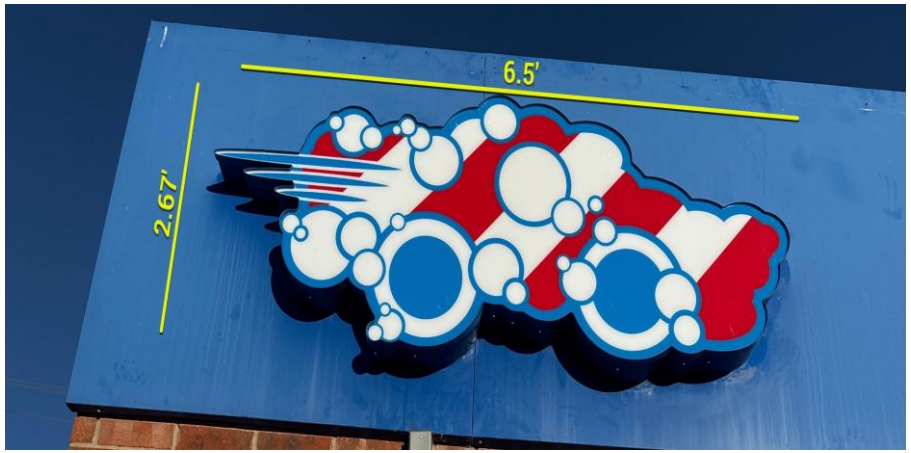
Car Wash (Bubbles)



Existing



Proposed: NO Change



Total Sq Ft No Change: 17.36’ sqft

Car Wash (Open)



Existing



Proposed: NO Change



2.01’ H X 3’ W

Total Sq Ft No Change: 6.03’ sqft

Car Wash Elevation 1

- **Signs on Elevation 1**
  - Cars N Stripes: 17.91 SQ FT
  - Bubbles: 17.36 SQ FT
  - Open: 6.03 SQ FT
  - Total signage sqft
    - **41.30 sqft signs**
- **Elevation 1 Area:**
  - 606.56 SQ FT
- **15% of Area**:
  - 90.94 sqft allowed on elevation
- 41.30 sqft < 90.94 sqft (15%)

Signage **MEETS** Criteria



Car Wash Elevation 2 (Exit)



Car Wash (Notice: No Truck Parking)



Existing



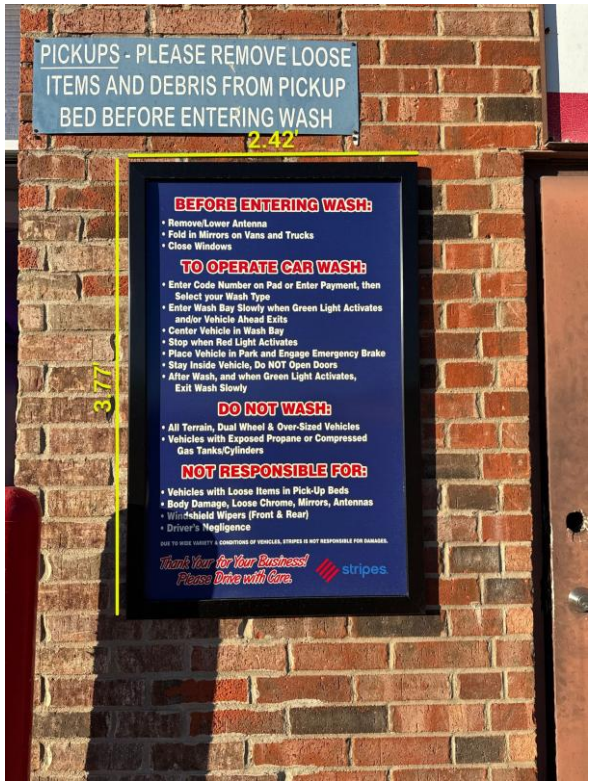
Proposed: NO Change 2' H X 3' W



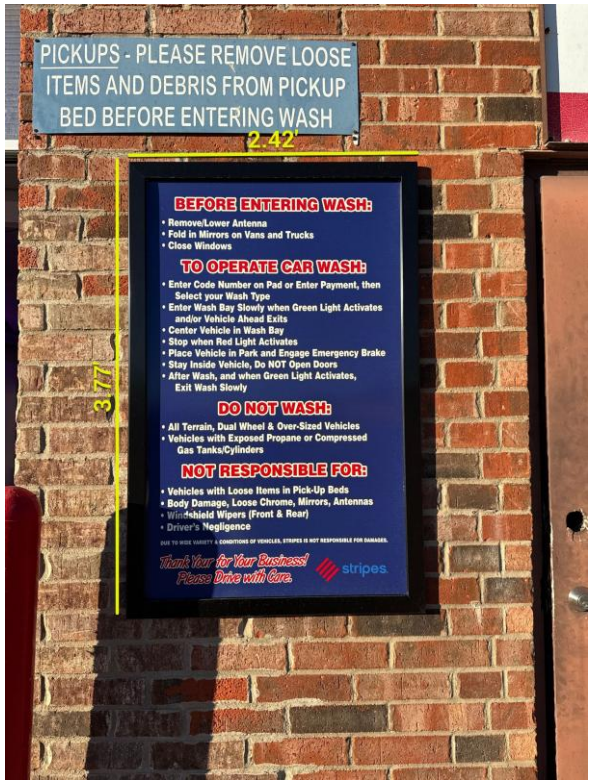
Total Sq Ft No Change: 6' sqft

Car Wash (Before Entering Wash)

Existing



Proposed
NO Change



3.77’ H X 2.42’ W

Total Sq Ft No Change: 9.12’ sqft

Car Wash Elevation 3 (Entrance)

- **Signs on Elevation 3**
  - No Truck Parking: 6 SQ FT
  - Before Entering Wash: 9.12 SQ FT
  - Total signage sqft
    - **15.12 sqft signs**
- **Elevation 3 Area:**
  - **= 297.25 sqft total area**
- 15% of Area:
  - 44.58 sqft allowed signage on elevation
- 15.12 sqft < 44.58 sqft (15%)

Signage **MEETS** Criteria



Total Signage for Car Wash

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Car Wash Open	2.01	3	6.03	2.01	3	6.03	No Change
Car Wash (Bubbles)	2.67	6.5	17.36	2.67	6.5	17.36	No Change
Car Wash (Cars N Stripes)	1.69	10.60	17.91	1.69	10.60	17.91	No Change
Total			**41.30**			**41.30**	**Meets 15% Criteria**
Car Wash (Before Entering Wash)	3.77	2.42	9.12	3.77	2.42	9.12	No Change
Car Wash (Notice)	2	3	6	2	3	6	No Change
Total			**15.12**			**15.12**	**Meets 15% Criteria**
Total SQ FT			**56.42**			**56.42**	

Auto Canopy

Existing



SITE - EXISTING

Proposed



SITE - PROPOSED



Auto Canopy Logos



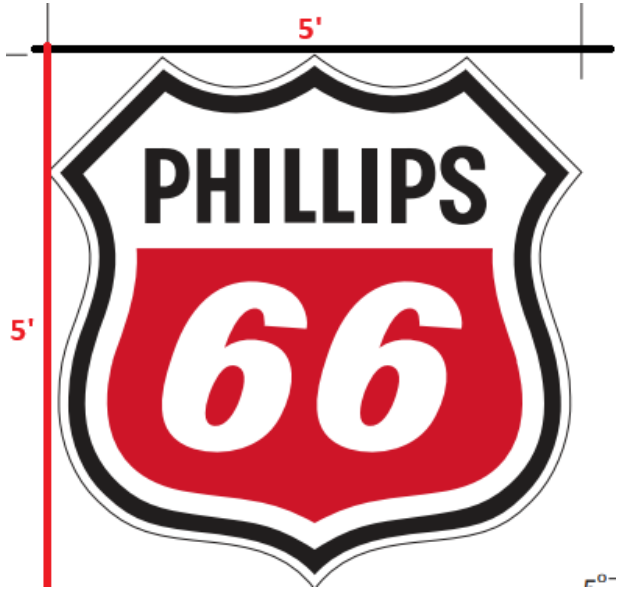
Existing X 2

Total Sq Ft: 46’



Proposing X 2

Total Sq Ft: 50’



Total Sq Ft Proposed: 50’ sqft

Auto Canopy Logos

Existing X 2
Total Sq Ft: 55.16’



Proposed
Removed

Total Sq Ft Proposed: 0’ sqft

Dispensers

Existing

Diesel Logo on Valance (X10)
Total Sq Ft: 4.18’
.25’ H X 1.67’ W

Pump Toppers (X10)
Total Sq Ft: 18.68’
1.08’ H X 1.73’ W

Sunoco Diesel Logo on Pump Skirt (X10)
Total Sq Ft: 3.6’
.30’ H X 1.20’ W



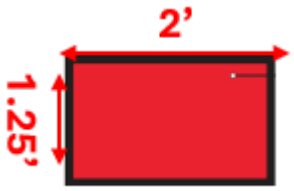
Valance Number
.37’ h x .33’ w (x10)
Total Sq Ft: 1.22’

Total Sq Ft Existing: 36.43’ sqft

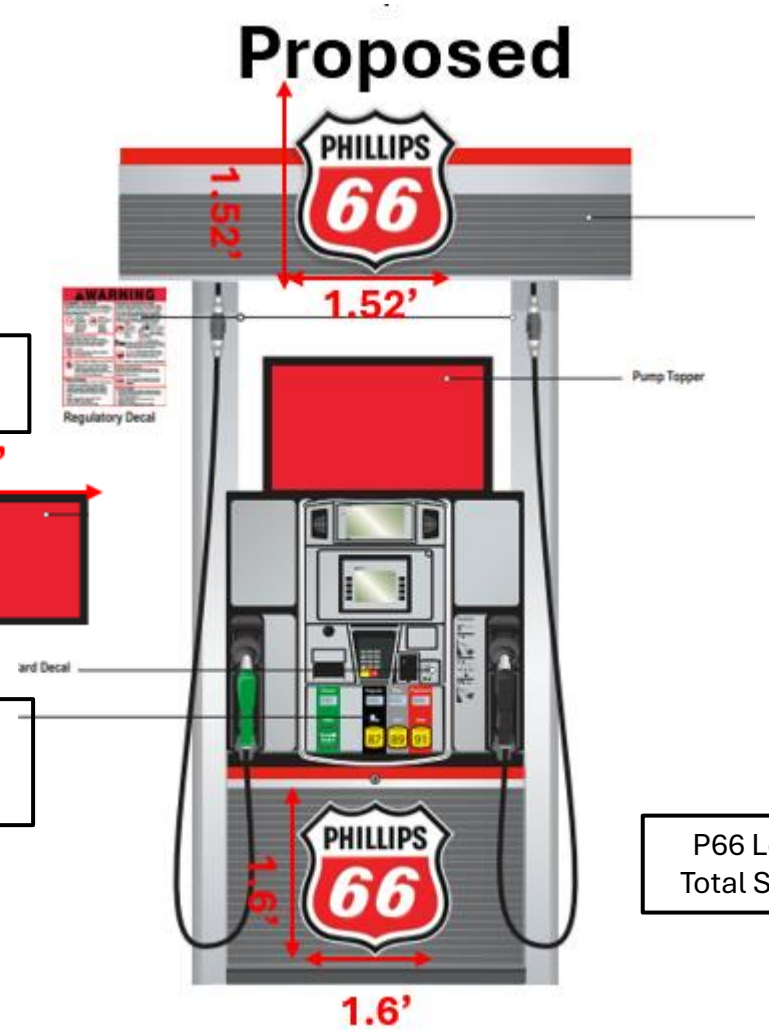
P66 Logo on Valance (X10)
Total Sq Ft: 23.10’

Proposed

Pump Toppers (X10)
Total Sq Ft: 25’



Sunoco Logo on Pump Skirt (X10)
Total Sq Ft: 8.75’
.81’ H X 1.08’ W



P66 Logo (X10)
Total Sq Ft: 25.6’

Total Sq Ft Proposed: 73.70’ sqft

CLOVIS SIGN SERVICE Since 1962

Total Signage: Canopy/ Forecourt

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Sunoco Logo x2	2	11.5	46				Remove
Official Fuel of Nascar x2	1.63	16.92	55.16				Remove
Valance Numbers (10)	.37	.33	1.22				Remove
Diesel Logo on Valance (10)	.25	1.67	4.18				Remove
Pump Toppers (10)	1.08	1.73	18.68				Remove
Sunoco Diesel on Pump Skirt (10)	.30	1.20	3.6				Remove
Sunoco Logo on Pump Skirt (10)	.81	1.08	8.75				Remove
P66 Logo x2				5	5	50	Add
P66 Logo on Valance (10)				1.52	1.52	23.10	Add
P66 Logo on Pump Skirt (10)				1.6	1.6	25.6	Add
Pump Topper (10)				1.25	2	25	Add
Total SQ FT			**137.59**			**123.70**	

Sign Location/ Setback

: Right of Way/ Property Line



A1: Single Pole

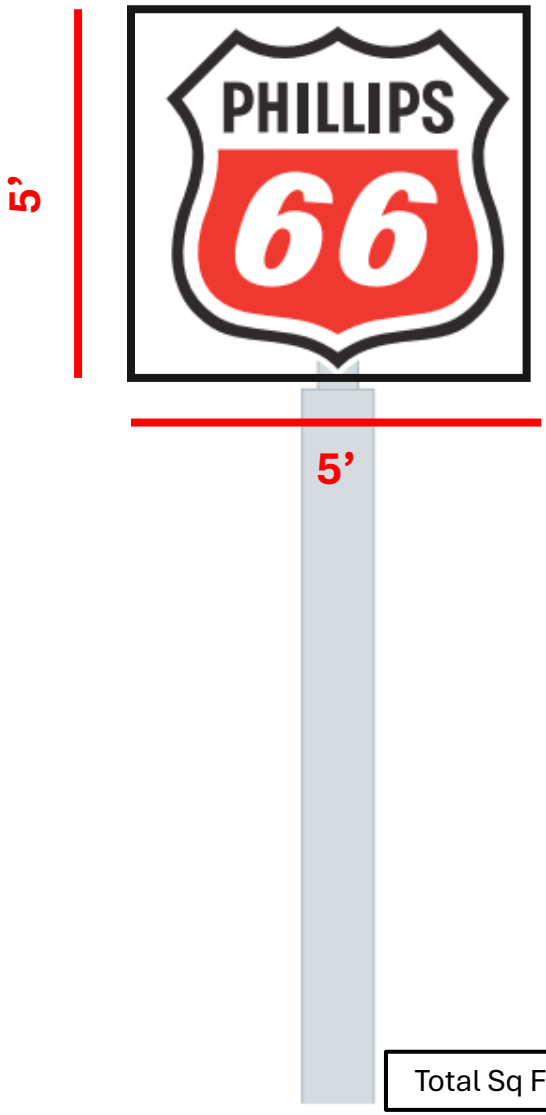
Existing



OAH: 33’

Total Sq Ft Existing: 52.84’ sqft

Proposed



OAH: 33.25’

Total Sq Ft Proposed: 25’ sqft

A2: Subway

Existing OAH: 32.5’



Proposed OAH: 32.5’

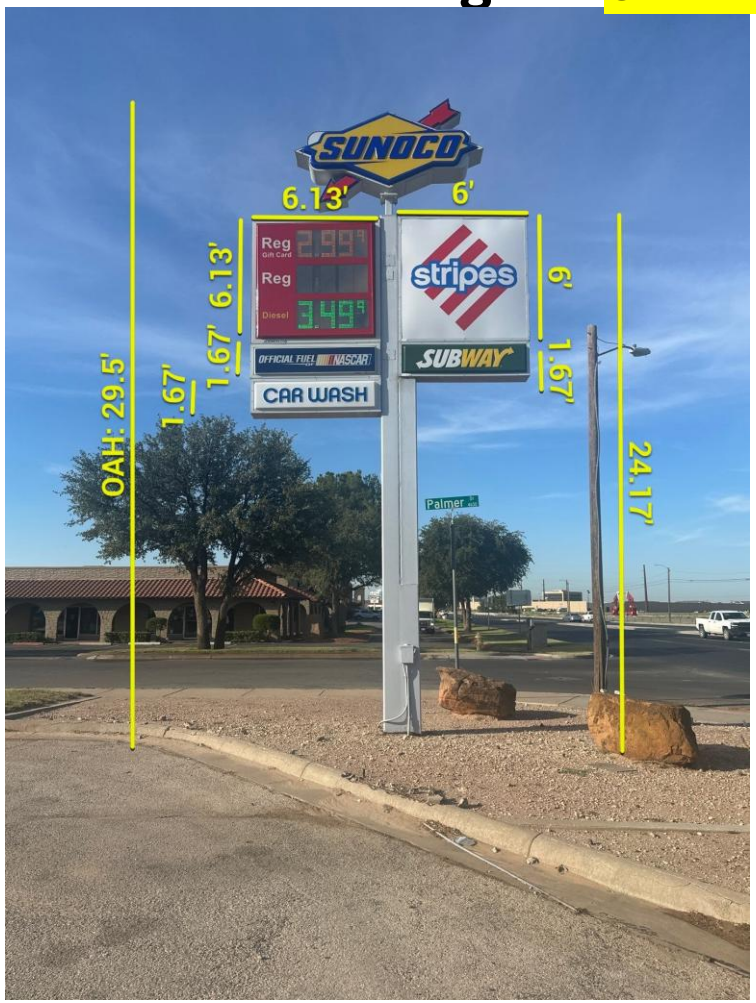


Total Sq Ft NO CHANGE: 64.32’ sqft

A3: Flagmount

Existing

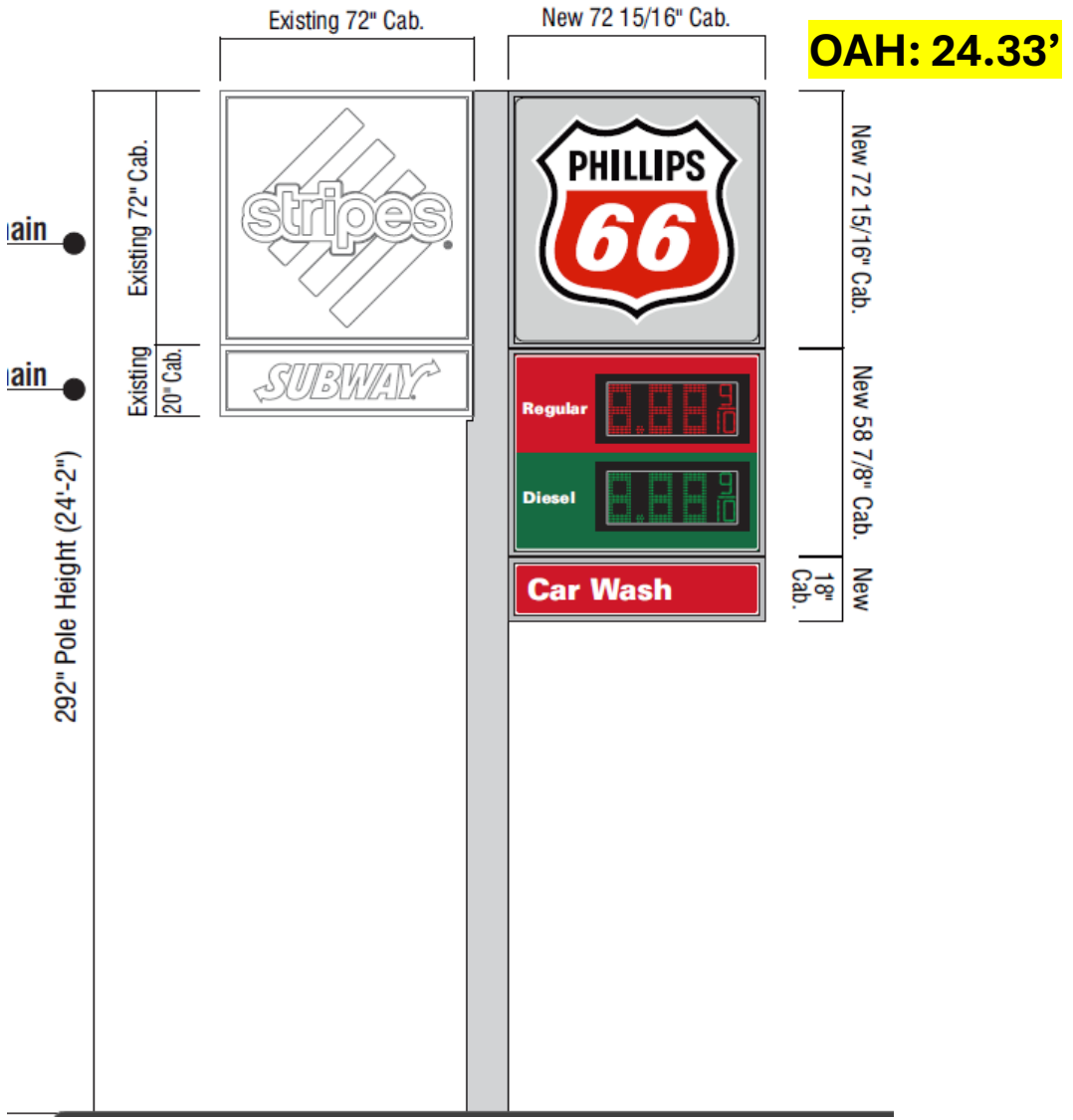
OAH: 29.5’



Total Sq Ft Existing: 104.07’ sqft

Proposed

OAH: 24.33’

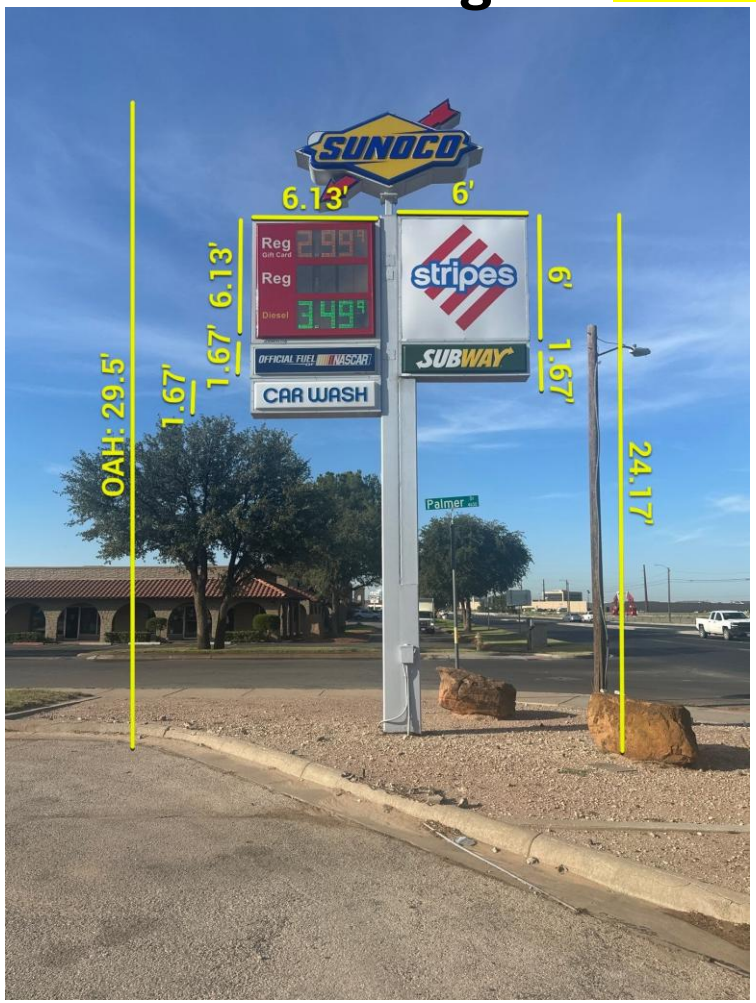


Total Sq Ft Proposed: 119’ sqft

A4: Flagmount

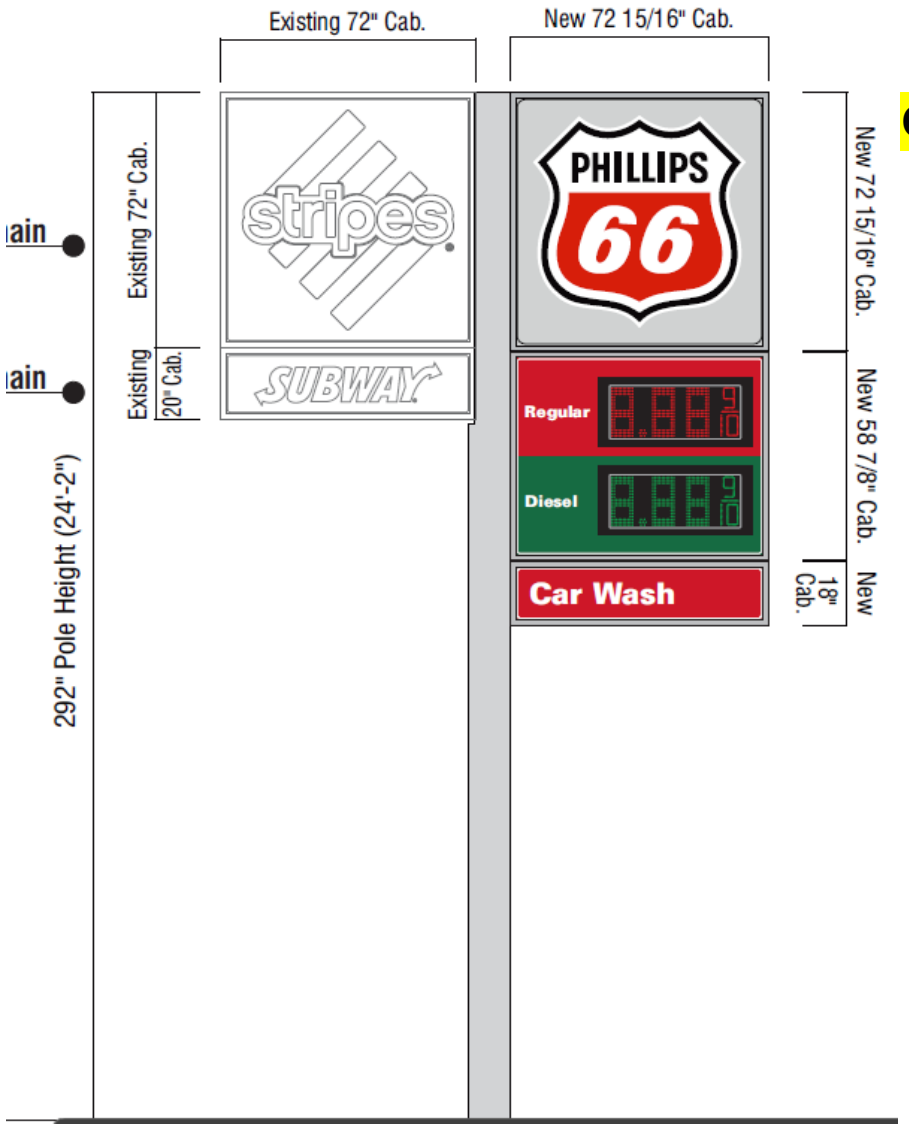
Existing

OAH: 29.5’



Total Sq Ft Existing: 104.07’ sqft

Proposed



OAH: 24.33’

Total Sq Ft Proposed: 119’ sqft

Total SQ FT

Signage	Area (ft) Existing	Area (ft) Proposed	360 SQ FT for Permit (Difference in Proposed)
Store	196.89	196.89	**Meets 15% Criteria**
Car Wash	56.42	56.42	**Meets 15% Criteria**
Canopy/ Forecourt	137.59	123.70	
Single Pole P66	52.84	25	**Meets the criteria of 180 sqft and setback**
Single Pole Subway	64.32	64.32	**Meets the criteria of 180 sqft and setback**
Flagmount	104.07	119	**Meets the criteria of 180 sqft and setback**
Flagmount	104.07	119	**Meets the criteria of 180 sqft and setback**
Total SQ FT	716.20	704.33	

The signs on the following pages are **exempt from permitting** per Sign Permit review letter points 1 - 6

South Wall (Handicapped Parking Only)



Exempt from Permitting

Existing X 2

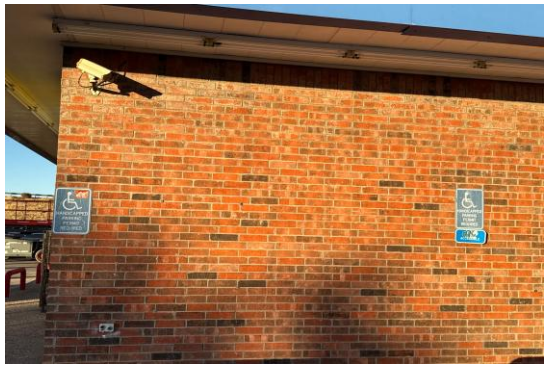


Proposed X 2
NO Change



Total Sq Ft No Change: 3' sqft

South Wall (Accessible)



Exempt from Permitting

Existing



Proposed
NO Change



Total Sq Ft No Change: .5’ sqft

North Wall (30 Minute Parking)

Exempt from Permitting



Existing X 4



Proposed X 4
NO Change



Total Sq Ft No Change: 6’ sqft



Car Wash (Emergency Valve)

Exempt from Permitting

Existing



Proposed: NO Change



.42’ H X 1.5’ W

Total Sq Ft No Change: .63’ sqft

Car Wash (Exit)

Exempt from Permitting

Existing



Proposed
NO Change

.67' H X 1.46' W



Total Sq Ft No Change: .98' sqft



Car Wash (Caution)

Exempt from Permitting

Existing



Proposed
NO Change

.83' H X 2.75' W



Total Sq Ft No Change: 2.28' sqft

Car Wash (Enter)

Exempt from Permitting

Existing



Proposed
NO Change



.58' H X 2.17' W

Total Sq Ft No Change: 1.26' sqft

Car Wash (Pickups Please Remove)



Exempt from Permitting

Existing



Proposed
NO Change



.83' H X 2.' W

Total Sq Ft No Change: 2.28' sqft

Car Wash (No Parking Anytime)

Exempt from Permitting

Exempt from Permitting

Existing



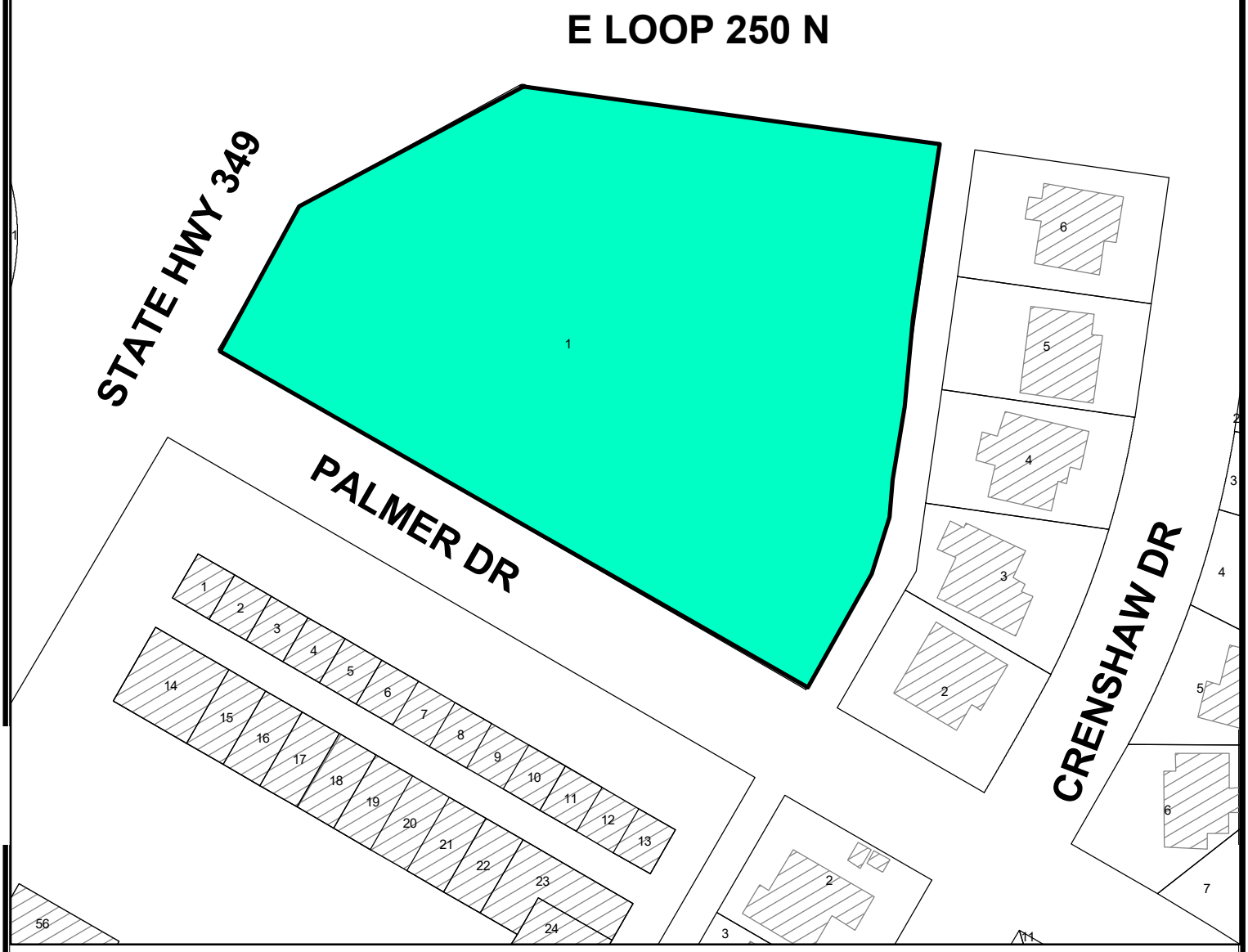
Proposed
NO Change



Total Sq Ft No Change: 1.5’ sqft

Car Wash Elevation 4 (No Parking)





Location Map

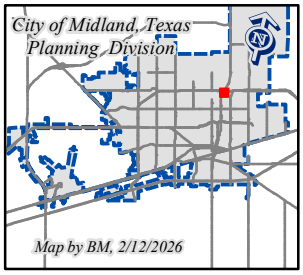
4508 N Big Spring St **Scale: 1" = 93'**

MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, FAIRWAY PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS.

GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND EAST LOOP 250 NORTH. (COUNCIL DISTRICT 2)

L E G E N D

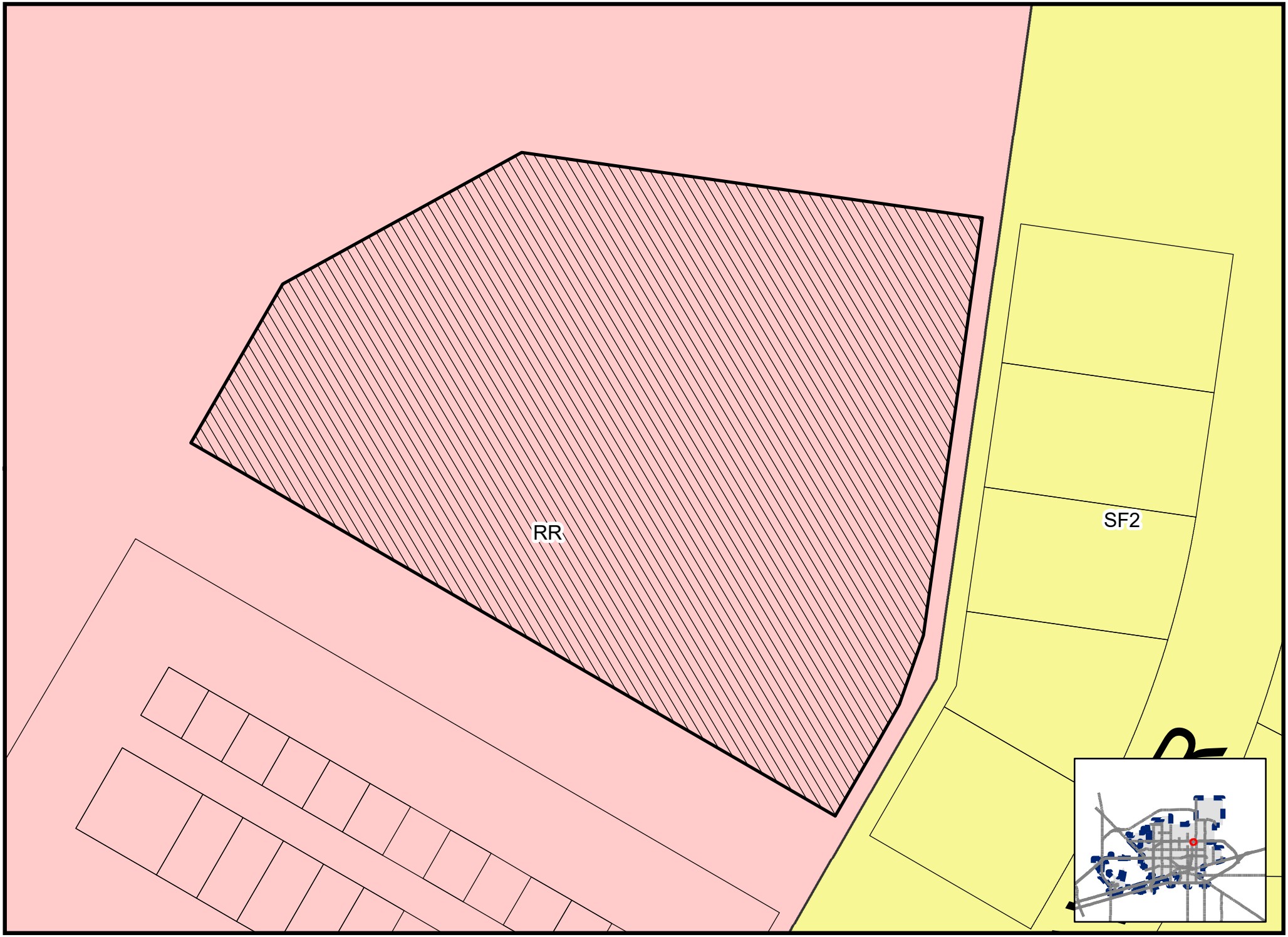
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 2/12/2026

Sign Appeal

Scale: 1" = 65'

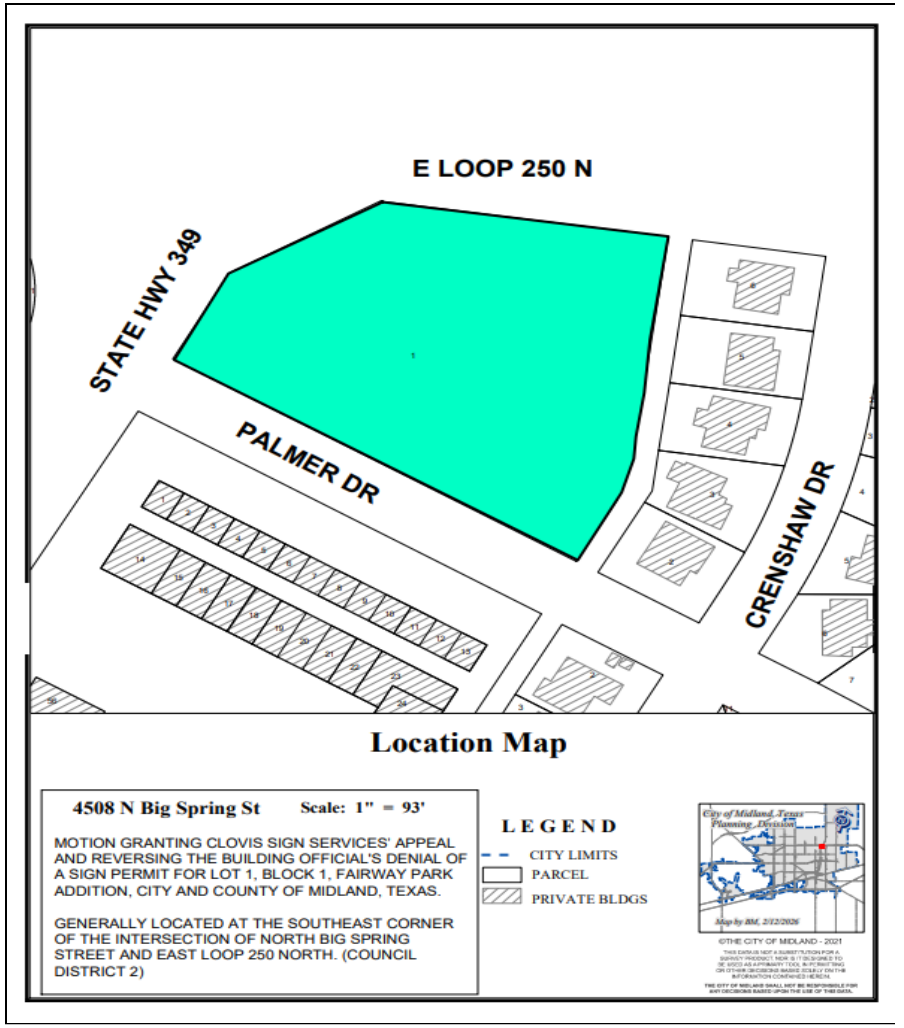
ZONING MAP

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MIDLAND
Be the Energy!
SIGN APPEAL
4508 NORTH BIG SPRING STREET
Visit Our Website
MIDLANDTEXAS.GOV

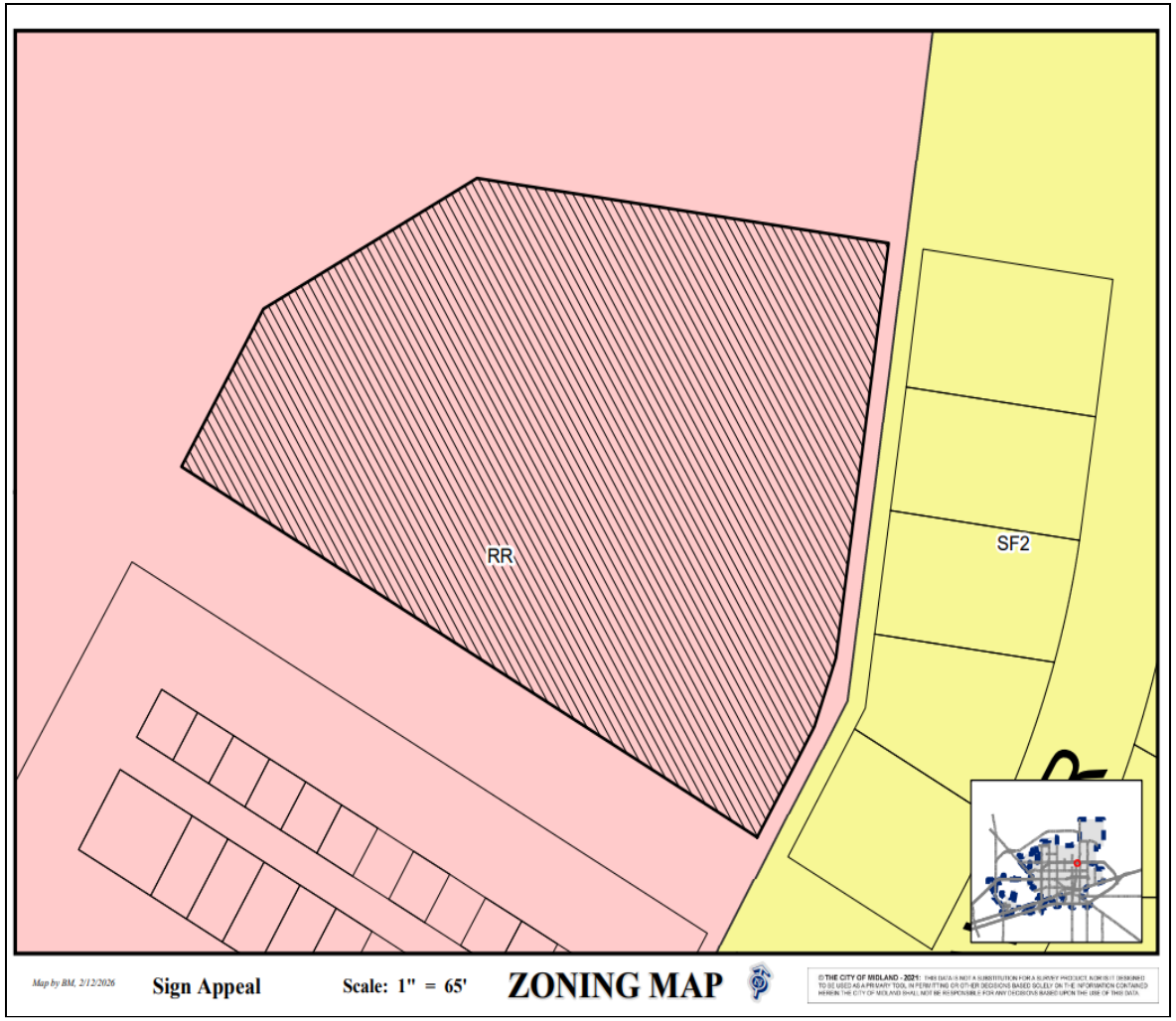
APPLICATION SUMMARY

- **Representative/Applicant:** Clovis Sign Service
- **Location:** 4508 North Big Spring Street (Council District 2)
- **Application Type:** Sign Appeal
- **Reason for Request:** Updating an existing gas stations signage with its new fuel provider



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/South/West:** RR, Regional Retail District
  - **East:** SF-2, Single-Family Dwelling District



MIDLAND
Be the Energy!

SIGN APPEAL DETAILS #1

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a property.
- **Allowed square footage by code:** 360 square feet
- **Existing square footage:** 716.20 square feet
- **Proposed square footage:** 704.33 square feet
- **Variance:** 344.33 square feet



SIGN DETAILS

Existing



SITE - EXISTING

Proposed



SITE - PROPOSED

MIDLAND
Be the Energy!

SIGN APPEAL DETAILS #2

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum allowable freestanding signs per frontage.
- **Allowed freestanding signs per frontage:** 1 sign (this property has 3 different frontages)
- **Proposed freestanding signs:** 4 signs (all 4 signs are existing)
- **Variance:** 1 freestanding sign



SIGN APPEAL DETAILS #3

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum allowable freestanding sign height.
- **Allowed sign height by code:** 30 feet
- **Existing sign height for A1:** 33 feet
- **Proposed sign height for A1:** 33.25 feet
- **Variance:** 3.25 feet



SIGN DETAILS

A1: Single Pole

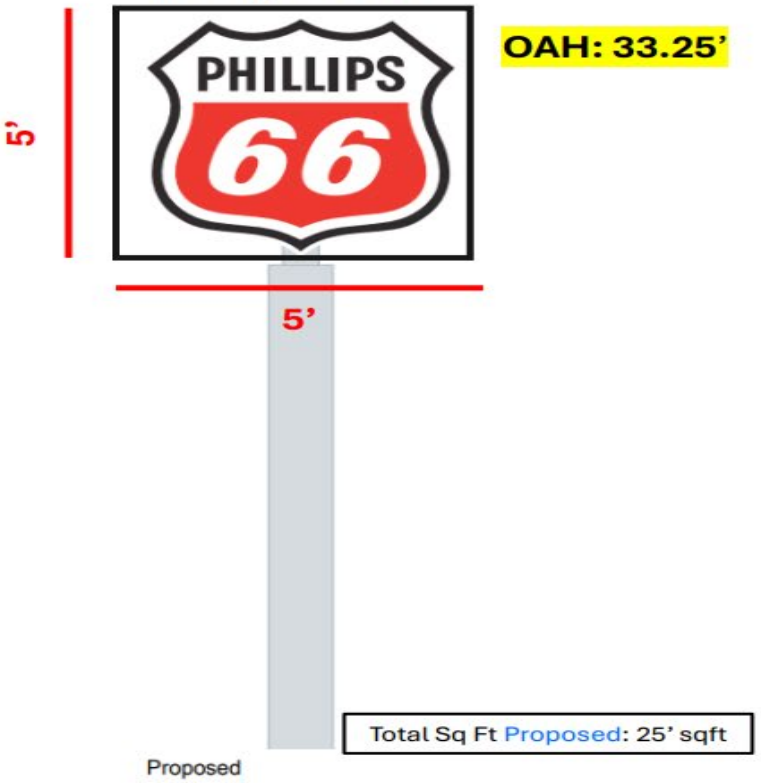
Existing



OAH: 33'

Total Sq Ft Existing: 52.84' sqft

Proposed

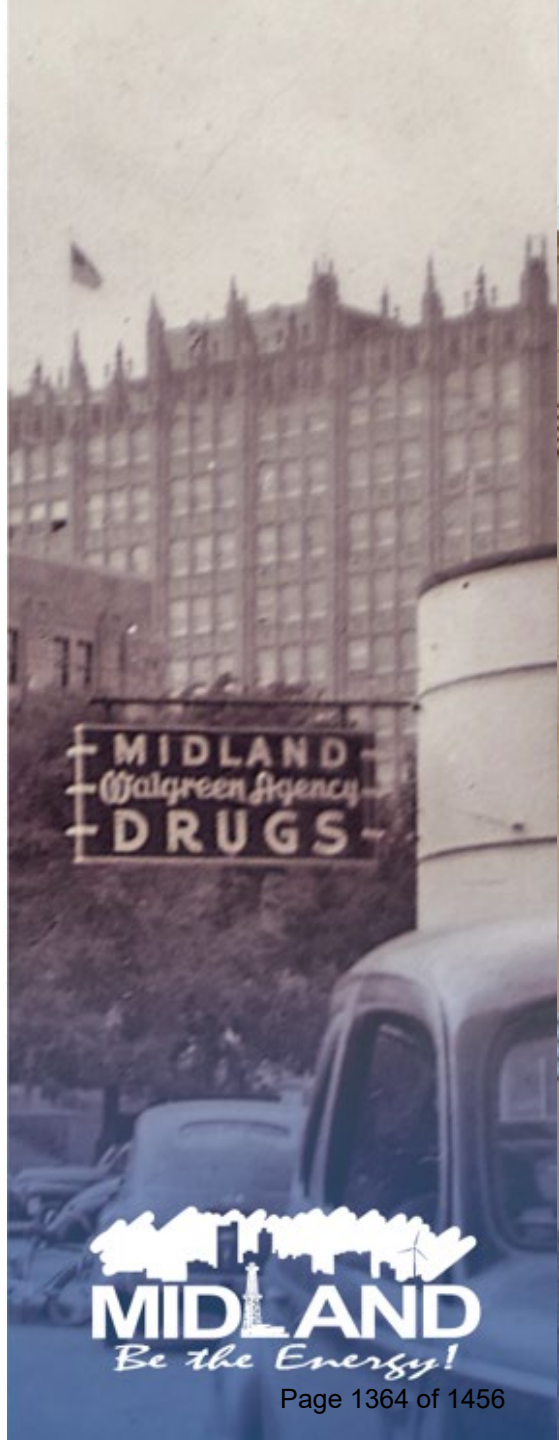


OAH: 33.25'

Total Sq Ft Proposed: 25' sqft

SIGN APPEAL DETAILS #4

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum allowable freestanding sign height.
- **Allowed sign height by code:** 30 feet
- **Existing sign height for A2:** 32.5 feet
- **Proposed sign height for A2:** 32.5 feet (no change)
- **Variance:** 2.5 feet



SIGN DETAILS

A2: Subway

Existing OAH: 32.5’



Proposed OAH: 32.5’



Total Sq Ft NO CHANGE: 64.32’ sqft

SIGN APPEAL DETAILS #5

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to allow a reduced sign setback from a residential zoning district.
- **Required setback by code:** 75 feet
- **Poles within 75-foot setback:** 2 poles (both existing)
- **Request:** For City Council to waive this requirement due to the poles already existing in their current location.



STAFF'S RECOMMENDATION

- Staff recommends no action for this request.



MISSION

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



City Council Meeting

Item Number: 39.
Meeting Date: February 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 6, BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND NORTH FM 1788)

Purpose:

Clovis Sign Services is requesting a variance to exceed the maximum allowable sign square footage for the property located at 11200 State Highway 191.

Recommended Action:
Directional/Informational

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Clovis Sign Services is requesting a variance from the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards for an existing gas station. The applicant is requesting a variance for the maximum total sign square footage for the property. The proposed total sign square footage for the property is 603.94 square feet. This request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which allows for no more than 360 square feet for a property's total signage. The applicant is requesting a variance for the maximum total sign square footage of 243.94. The existing signage for this gas station is 688.10 square feet, which would be a net decrease of 88.16 square feet.

SEI's existing contract with Sunoco fuel terminates in March of 2026, requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding signs. The applicant is requesting this sign variance in order to update the existing signage (that already exceeds 360 square feet), to reflect the new

providers' logo and designs.

Planning:

The applicant is requesting approval of a variance for the maximum total sign square footage allowed for this property. Midland city code allows for 360 square feet of total signage for this property. The applicant is proposing a total signage of 603.94 square feet (exceeding city code by 243.94 square feet) in order to update the signage to reflect the new fueling provider.

Attachments:

A. 11200 State Hwy 191, Combined Documents
B. CC - 11200 Highway 191 Sign Appeal

Britton Murry, Development Services	Created/Initiated - 2/12/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

2/4/2026

City of Midland
Planning and Zoning Department

RE: Variance Request for Increased Signage Square Footage

Site Identification/Project Number: 922721/ 42527

Property Address: 11200 Hwy 191 Midland, TX 79707

Case/ Permit Number: SGN-072966-2025

Dear City of Midland Staff and Members,

On behalf of SEI (7-Eleven: the property owner of the above referenced location) and Phillips 66 Fuels, we respectfully submit this variance request to **allow the existing on-site square footage to be accepted as part of the rebranding of the Sunoco fuel station to Phillips 66. The proposed signage will result in a *deduction of overall square footage* on site** although the existing and proposed is currently over the total allowable square footage of 360 sqft per the city of Midland.

SEI's existing contract with Sunoco fuel will terminate in March of 2026 requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding sign. The city of Midland's current sign ordinance limits the allowable signage area to 360 square feet at this location. This total includes signage across multiple categories including building-mounted signs, canopy-mounted signs, dispenser branding and signage on the freestanding sign. Based on these combined categories, *both the existing and proposed* signage configurations *exceed* the 360 square foot maximum signage allowed for this location.

The proposed Phillips 66 branding signage to be displayed on the canopy, dispensers and existing freestanding signs is vital to the marketing and economic success of the site. Updating the fuel signage is necessary to improve the clarity for motorists, allowing drivers to quickly identify fuel types and pricing. If the fuel brand cannot be present at specific areas of the site, it eliminates the brand's presence from the site and the incentive for the brand to offer fuel at the location. It also eliminates the customer's ability to distinguish what product they are purchasing. The absence of brand signage also gives the appearance of an "unbranded" or "closed" site and can negatively affect both fuel and in-store sales. Additionally, keeping all existing building-mounted and freestanding signage including Stripes and Laredo Taco signs, helps preserve consistent brand presentation and visual continuity across all sites.

We are therefore requesting approval to accept the total proposed square footage of signage on site of **603.94 sqft**. This is an **84.16 sqft net DECREASE** to the overall sign square footage that *currently exists* on the site. We understand the existing site is over the allowable 360 square foot total maximum, but wish to re-iterate, for

consideration, that the new branding proposal actually decreases the total amount of signage square footage that currently exists on the site. This is due to the fact that **most of the existing signage on site will not be modified or altered and essentially remain untouched as part of this rebranding project.**

The new proposed signage will replace all existing Sunoco branding maintaining the existing sign footprint, ensuring there is no increase in visual mass or site congestion. All signage will be professionally designed, internally consistent with Phillips 66 brand standards and compliant with all other applicable provisions of the city of Midland's sign ordinance. *The building-mounted sign and freestanding sign structures will remain.* In summary, we are requesting that all existing signs remain at their current location with the proposed total square footage. ***The proposed scope includes an overall square footage DECREASE in signage to be added ranging from minimal to no changes across all sign structures.***

Granting this variance will allow the site to maintain visibility comparable to similar fuel stations in the area and will not negatively impact public safety or adjacent properties**.** The request reflects the specific design and branding standards associated with the corporate identity in the interests of all brands as represented on the site.

Thank you for your time and consideration of this request. We respectfully request approval and are available to provide any additional plans, elevations, or supporting documentation as needed.

Please reference the "Signage & Scope Summary," below, and the provided rendering packet representing the requested scope for consideration.

Emilee New
Keila Jennings
Clovis Sign Service
586-690-9658
emilee@css-ngd.com
keila@css-ngd.com

Signage & Scope Summary

Allowed: 360 sqft
Existing Total: 688.10 sqft
Proposed Total: 603.94 sqft
Net *DECREASE* of signage on site: *84.16 sqft*

All storefront signs will remain untouched
Existing canopy and dispenser signs will be replaced with updated P66 / 7-Eleven brand
Freestanding sign updated to include P66 logo cabinet and new price sign cabinet *only*

January 29, 2026

Jordan Stowe
Clovis Sign Services
1312 E 1st.
St. Clovis, NM 88101

RE: SGN-003878-2016 (11200 191 Midland, TX 79707)

The plan review for the building permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Building Code- Jeremy Mills- 432-685-7389 jmills@midlandtexas.gov

1. On property with multiple street frontages, the length of each street frontage shall be used to calculate total sign area according to subparagraphs h and i above, provided that the cumulative area of all signs shall not exceed 360 square feet, and that no one sign shall exceed 180 square feet in area. See **The Total proposed sign area exceeds the total allowable. Either reduce signage to the total allowable sq.ft. or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**

A written response to each comment shall accompany revised plans, all change/corrections shall be "clouded" on the resubmitted plans.

Sincerely,

Jeremy Mills
Commercial Plan Review
432-685-7389
jmills@midlandtexas.gov

BRAND BOOK

Phillips 66
ST#922721

11200 Hwy 191
Midland, TX 79707

CLOVIS SIGN SERVICE
Since 1962

1312 E. 1st
Clovis, NM 88101
1-575-763-5623 Fax: 1-575-763-6365

Created by: Keila Jennings	Last Edited by:
Date: 12-19-2025	Date:

Permit Number: **SGN-072966-2025**

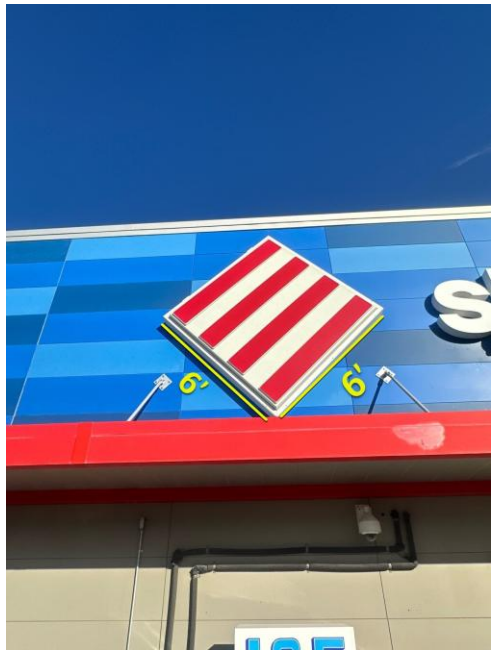
922721 (42527)

11200 Hwy 191 Midland, TX 79707

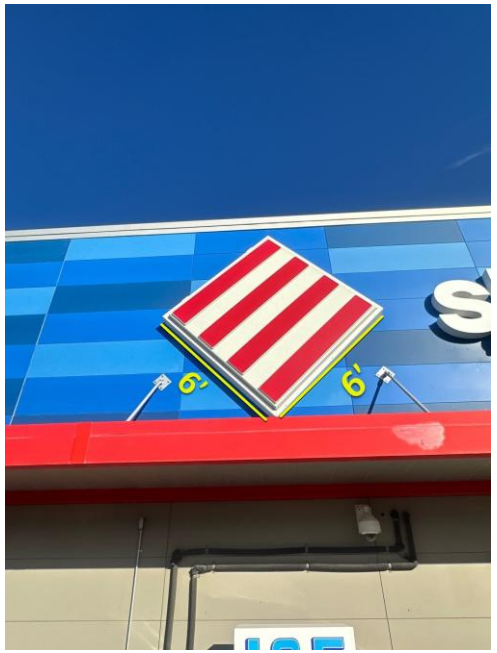


Wall (Stripes Logo- Storefront)

Existing



Proposed: NO CHANGE



Total Sq Ft No Change: 36' sqft



Wall (“Stripes”- Storefront)

Existing



Proposed: NO CHANGE



Total Sq Ft No Change: 41.53’ sqft

Wall (Blank Sign-Storefront)

Existing



Proposed-
NO Change



Total Sq Ft No Change: 24.61' sqft

Wall (Laredo Taco- Storefront)

Existing



Proposed: NO CHANGE



Total Sq Ft No Change: 60' sqft

Store Elevations (Storefront)

- **Signs on storefront**
  - Stripes Logo: 36 SQ FT
  - “Stripes”: 41.53 SQ FT
  - Blank Sign: 24.61 SQ FT
  - Laredo Taco: 60 SQ FT
    - **162.14 sqft signs**
- **Storefront Area**:
  - 19.75’h x 28’w = 553 sqft
  - 22.25’h x 68’w = 1,513 sqft
  - 21.5’h x 15.75’w = 338.62
  - **= 2,404.62**
- **15% of Area**:
  - 360.69 allowed signage on elevation
- 162.14 sqft < 360.69 sqft (15%)

Signage MEETS Criteria





East Wall – Laredo Taco

Existing



Proposed: NO CHANGE

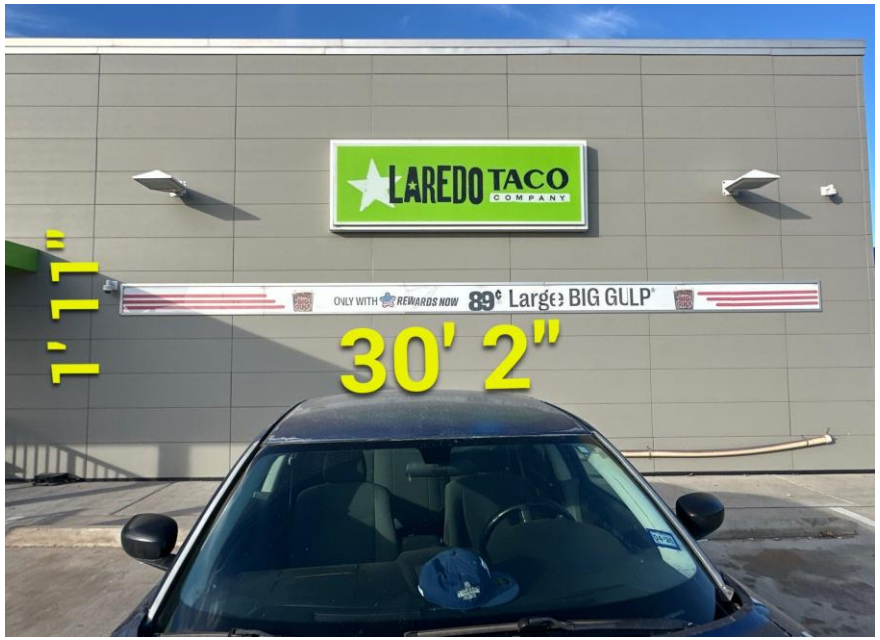


Total Sq Ft No Change: 44' sqft

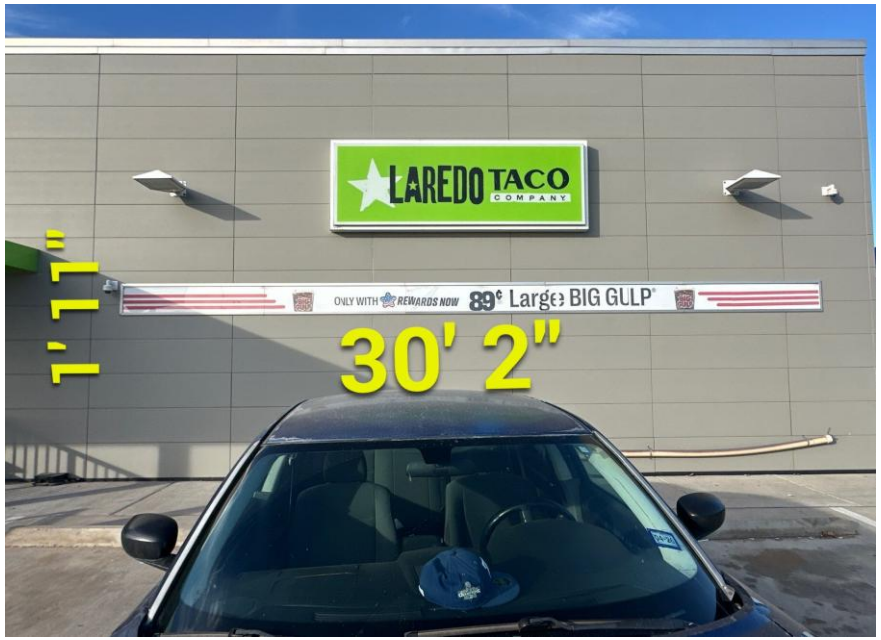
East Wall – Big Gulp



Existing



Proposed: NO CHANGE



Total Sq Ft No Change: 57.93' sqft

Store Elevations (East Wall)

- **Signs on East Wall**
  - Laredo Taco: 44 SQ FT
  - Big Gulp: 57.93 SQ FT
    - **101.93 sqft signs**
- **East Wall Area**:
  - 1,250.77 SQ FT
  - **= 1,249.50 sqft total area**
- **15% of Area**:
  - 187.42 SQ FT allowed signage on elevation
- 101.93 sqft < 187.42 sqft (15%)

Signage **MEETS** Criteria



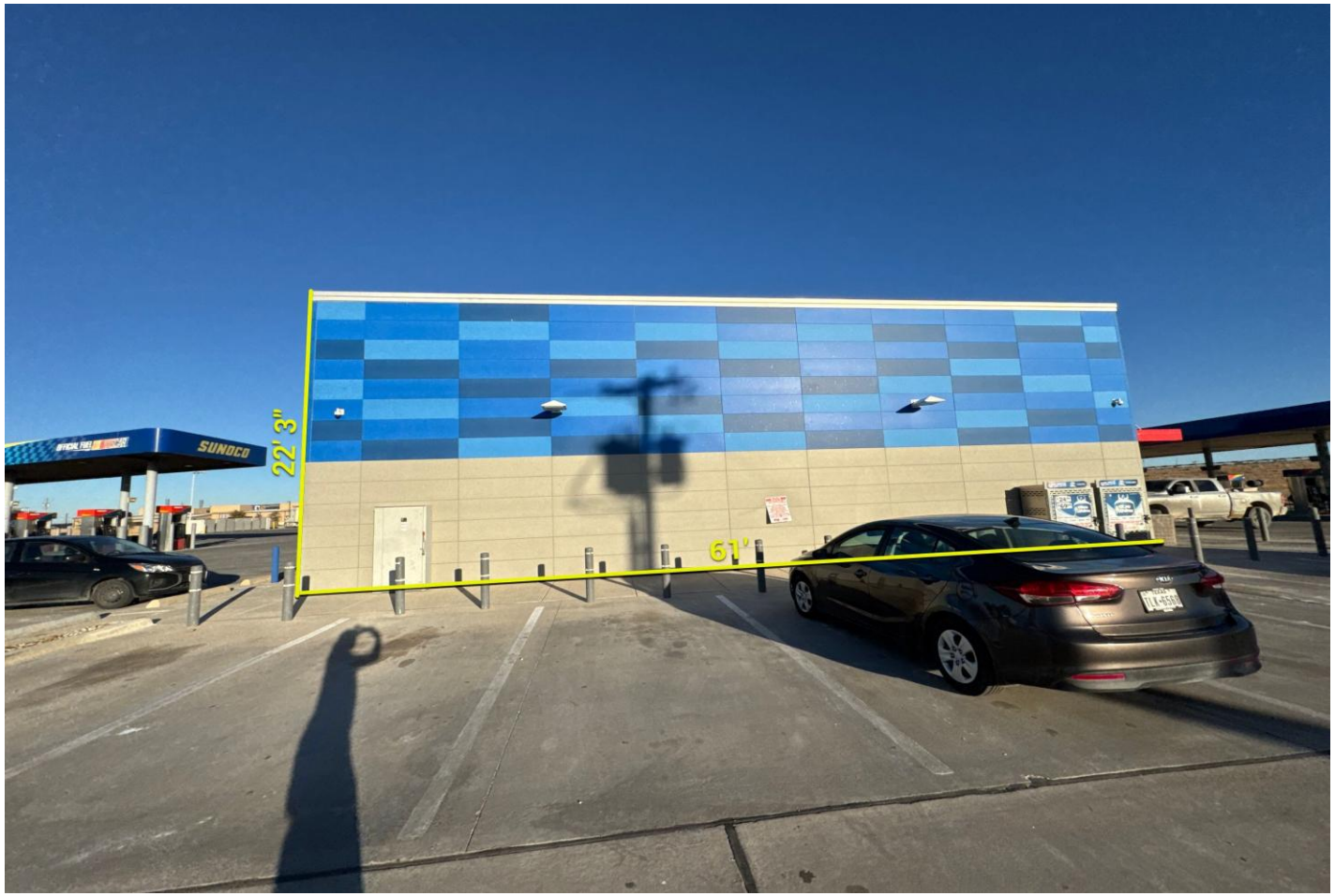
Store Elevations North (Back) Wall)

NO EXISTING OR PROPOSED SIGNAGE



Store Elevations West Wall

NO EXISTING OR PROPOSED SIGNAGE



Total Signage on Store

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Wall (Blank Sign)	4.54	5.42	24.61	4.54	5.42	24.61	No Changes
Wall (Laredo Taco- Storefront)	8.67	6.92	60	8.67	6.92	60	No Changes
Wall (Stripes Logo- Storefront)	6	6	36	6	6	36	No Changes
Wall (“Stripes”- Storefront)	3.25	13.75	41.53	3.25	13.75	41.53	No Changes
Total			**162.14**			**162.14**	**Meets 15% Criteria**
Wall (Laredo Taco- Side Wall)	4	11	44	4	11	44	No Changes
Wall (Big Gulp- Side Wall)	1.92	30.17	57.93	1.92	30.17	57.93	No Changes
Total			**101.93**			**101.93**	**Meets 15% Criteria**
Total SQ FT			**264.07**			**264.07**	

Auto Canopy

Existing



SITE - EXISTING

Proposed



SITE - PROPOSED



Auto Canopy Logos



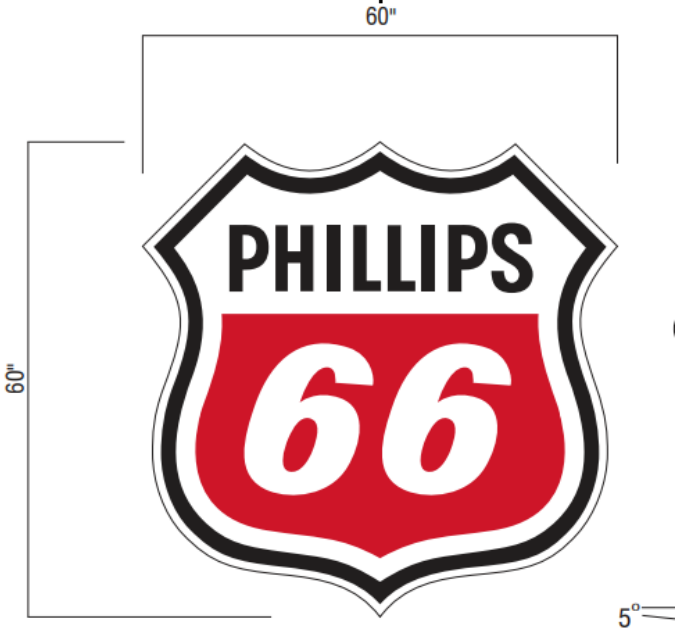
Existing X 3

Total Sq Ft: 75.48’



Proposing X 3

Total Sq Ft: 75’



Total Sq Ft Proposed: 75’ sqft

Auto Canopy Logos

Existing X 2
Total Sq Ft: 55.16’



Proposed
Removed

Total Sq Ft Proposed: 0’ sqft

Dispensers

Existing



Valance Number
.37’ h x .33’ w (x24)
Total Sq Ft: 2.93’

Pump Toppers (X24)
Total Sq Ft: 44.84’
1.08’ H X 1.73’ W

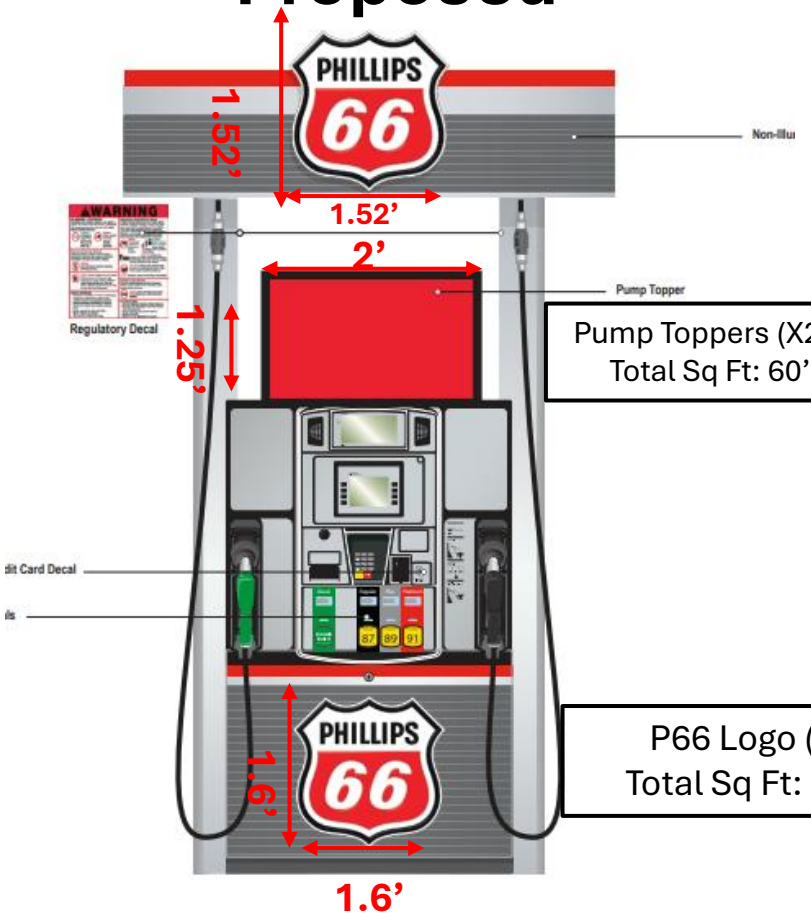
Sunoco Diesel Logo (X24)
Total Sq Ft: 8.64’
.30’ H X 1.20’ W

Sunoco Logo (X24)
.81’ H X 1.08’ W
Total Sq Ft: 21’

Total Sq Ft Existing: 77.41’ sqft

Proposed

P66 Logo (X24)
Total Sq Ft: 55.45’



Pump Toppers (X24)
Total Sq Ft: 60’

P66 Logo (X24)
Total Sq Ft: 61.44’

Total Sq Ft Proposed: 176.89’ sqft

CLOVIS SIGN SERVICE Since 1962

Total Signage: Auto Canopy/ Forecourt

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Sunoco Logo x3	2	12.58	75.48	0	0	0	Remove
Official Fuel of Nascar x2	1.63	16.92	55.16				Remove
Valance Numbers (24)	.37	.33	2.93				Remove
Pump Toppers (24)	1.08	1.73	44.84				Remove
Sunoco Diesel Logo on Pump Skirt (24)	.30	1.20	8.64				Remove
Sunoco Logo on Pump Skirt (24)	.81	1.08	21				Remove
P66 Logo x3				5	5	75	Add
P66 Logo on Valance (24)				1.52	1.52	55.45	Add
P66 Logo on Pump Skirt (24)				1.6	1.6	61.44	Add
Pump Topper (24)				1.25	2	60	Add
Total SQ FT			208.05			250.89	

Diesel Canopy

Existing



Proposed



Diesel Canopy Logos





Existing X 3

Total Sq Ft: 75.48’



Proposed

Total Sq Ft: 37.32’

3’ H X 12.44’ W



Total Sq Ft Proposed: 37.32’

Diesel Canopy Logos

Existing X 2
Total Sq Ft:
55.16’



Proposed
Removed

Total Sq Ft Proposed: 0’

Total Signage: Diesel Canopy

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Sunoco Logo	2	12.58	25.16				Remove
Sunoco Logo	2	12.58	25.16				Remove
Sunoco Logo	2	12.58	25.16				Remove
Official Fuel of Nascar	1.63	16.92	27.58				Remove
Official Fuel of Nascar	1.63	16.92	27.58				Remove
7Fleet				3	12.44	37.32	Add
Total SQ FT			130.64			37.32	

Sign Location / Setback

A1





MID Requirement: Sign must be minimum 15 ft from street ROW

MID Existing: Sign is 24’ from property line

: Right of Way/ Property Line

This meets signage requirements

A1: MID Twin Pole

Existing

OAH: 30’



MID Permit Requirements:
Max OAH: 30'
Max 180 sqft ft

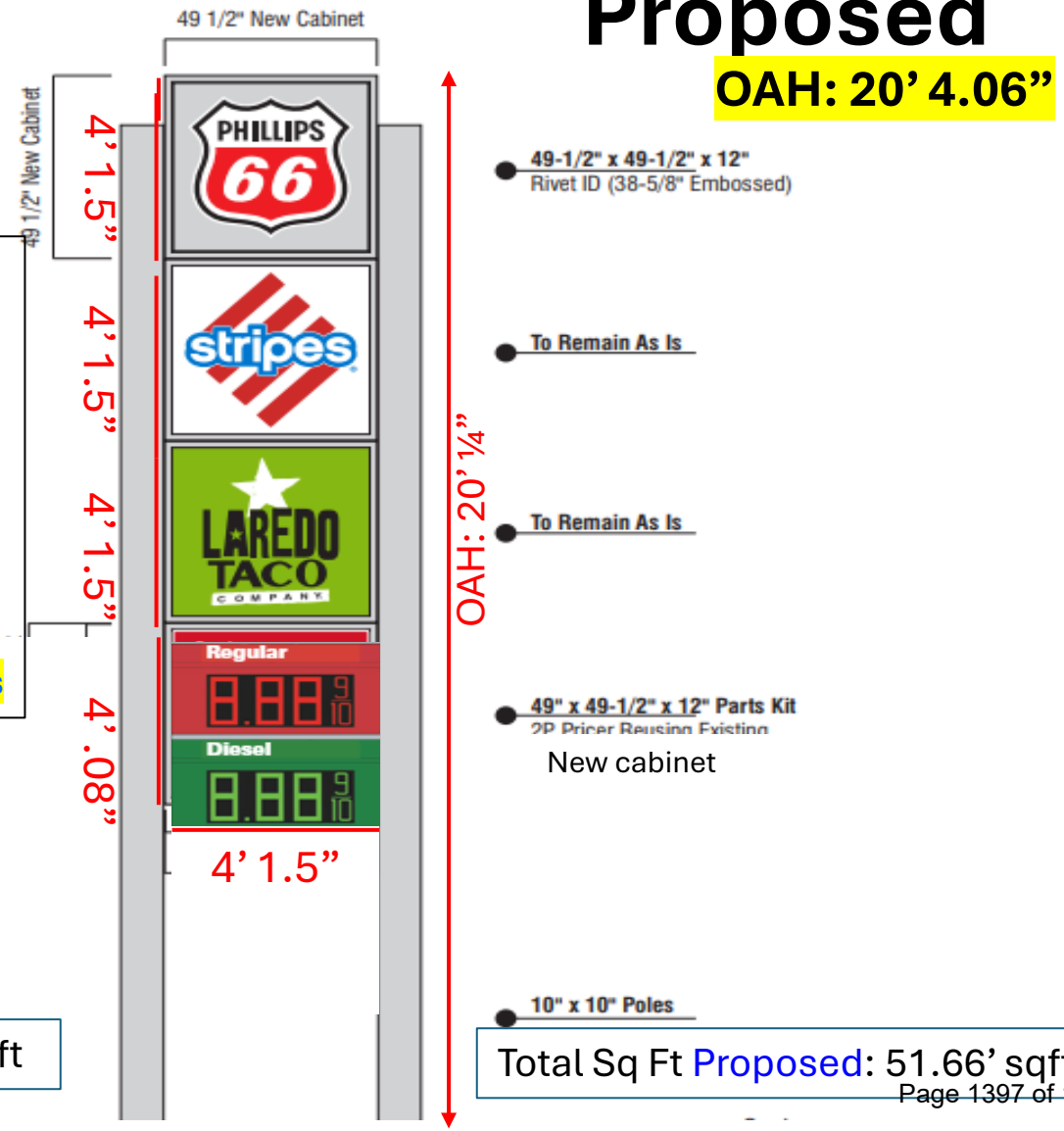
MID Proposed:
Proposed OAH: 20’ 4.06”
Proposed sqft ft:
20.58 h x 4.125 w = **51.66 sqft**

This meets MID sign requirements

Total Sq Ft Existing: 85.34’ sqft

Proposed

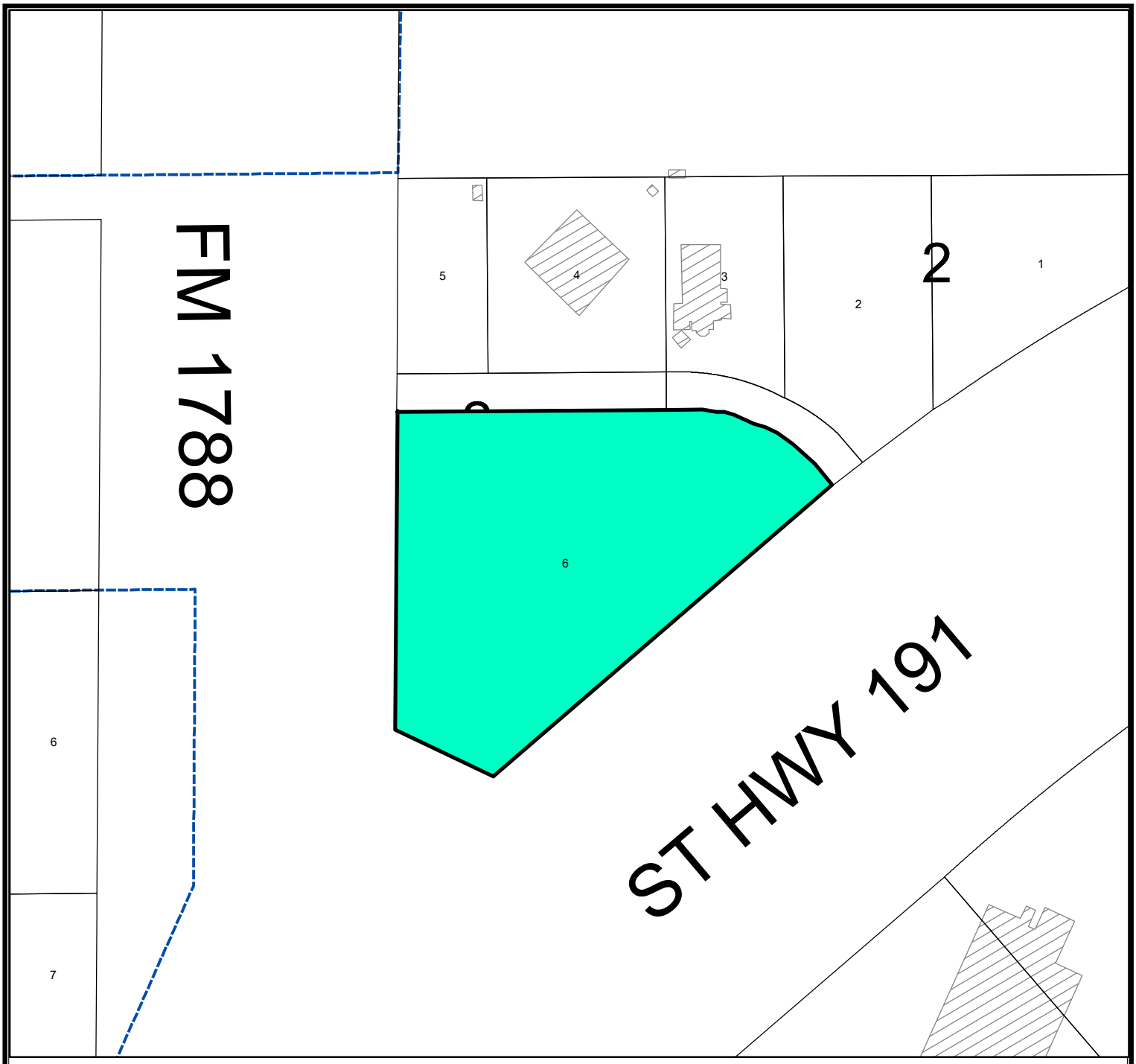
OAH: 20’ 4.06”



Total Sq Ft Proposed: 51.66’ sqft

Total SQ FT

Signage	Area (ft) Existing	Area (ft) Proposed	360 SQ FT for Permit (Difference in Proposed)
Store	264.07	264.07	**Meets 15% Criteria**
Canopy/ Forecourt	208.05	250.89	
Diesel Canopy	130.64	37.32	
MID	85.34	51.66	**Meets criteria for under 30' OAH, Less than 180 sqft**
Total SQ FT	688.10	603.94	<84.16



Location Map

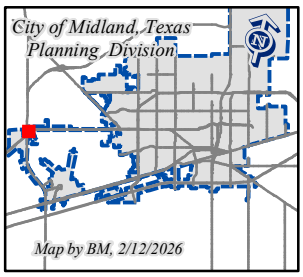
11200 State Hwy 191 **Scale: 1" = 193'**

MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 6, BLOCK 2, WEST 191 INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS

GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF STATE HIGHWAY 191 AND NORTH FM 1788. (COUNCIL DISTRICT 4)

L E G E N D

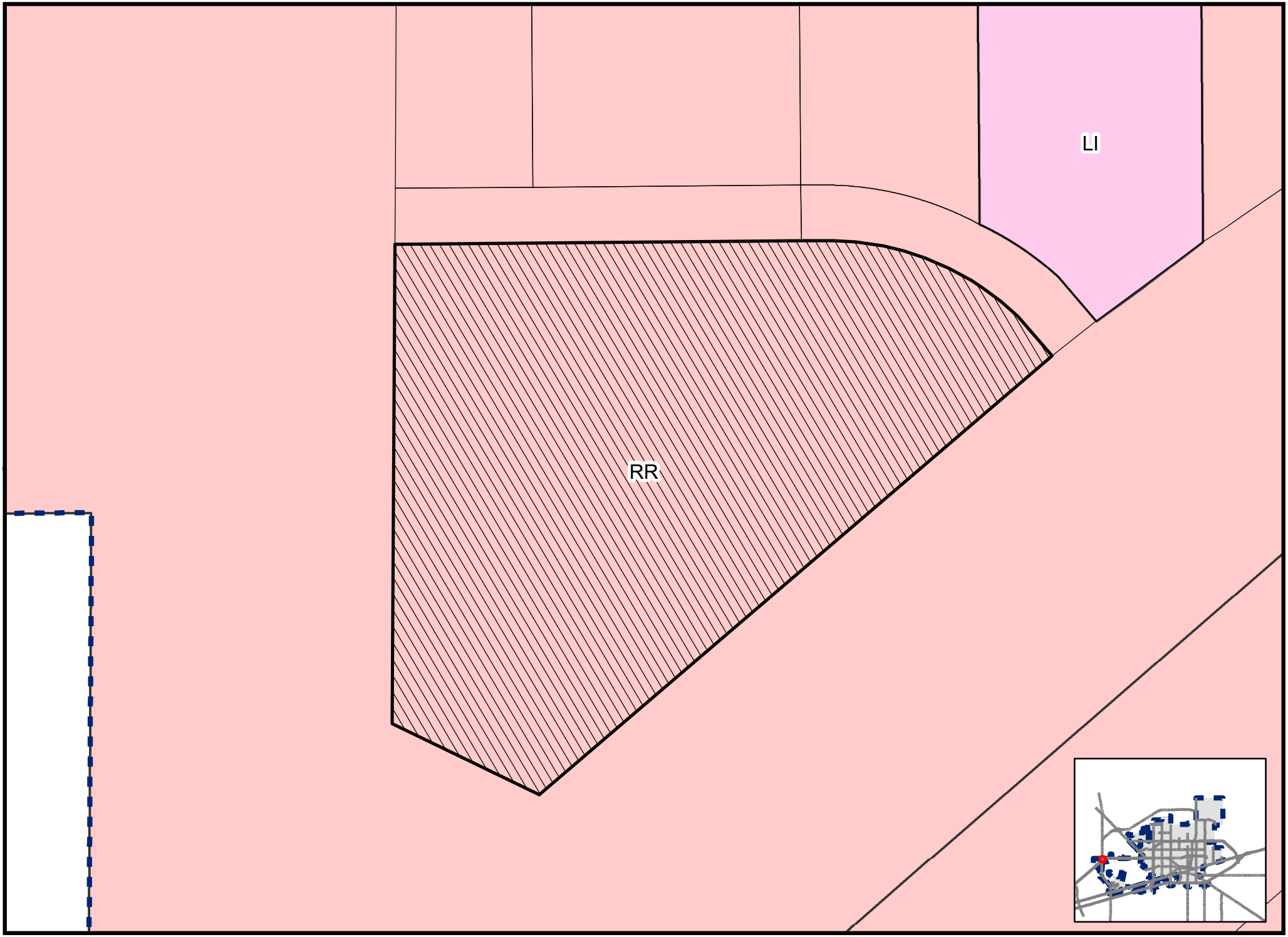
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 2/12/2026

Sign Appeal

Scale: 1" = 108'

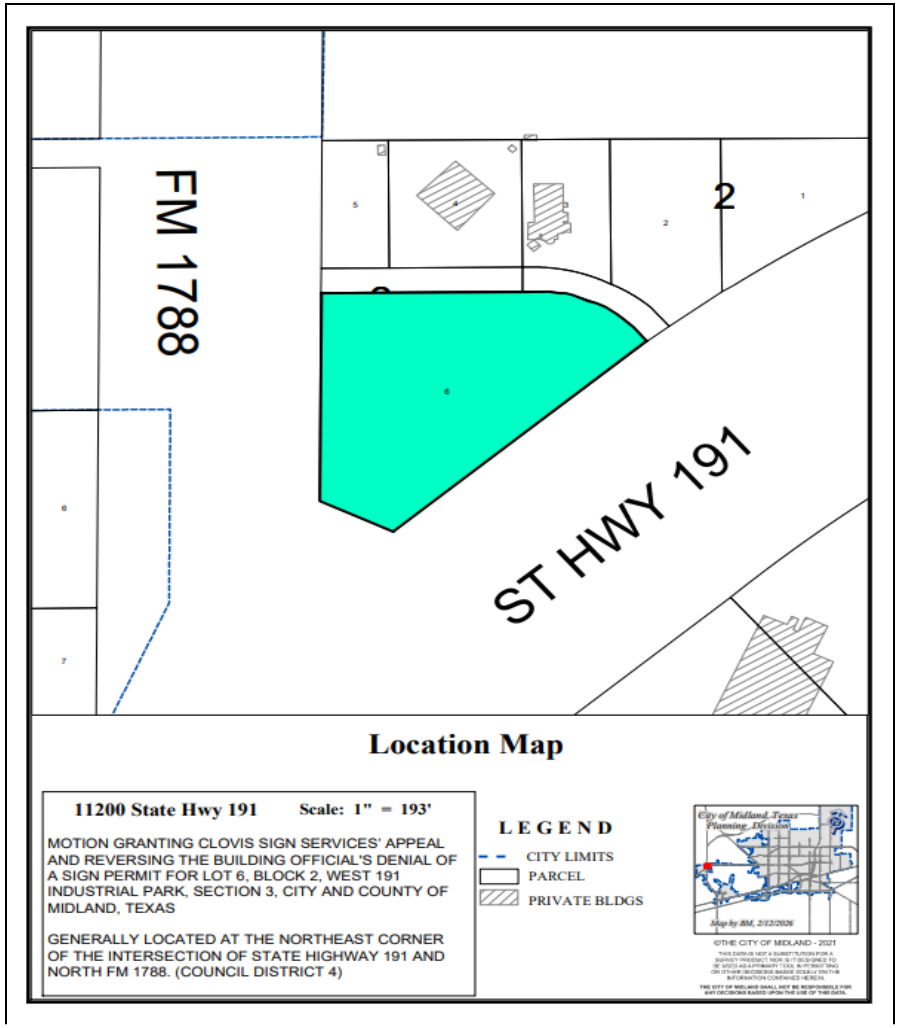
ZONING MAP

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MIDLAND
Be the Energy!
SIGN APPEAL
11200 STATE HIGHWAY 191
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

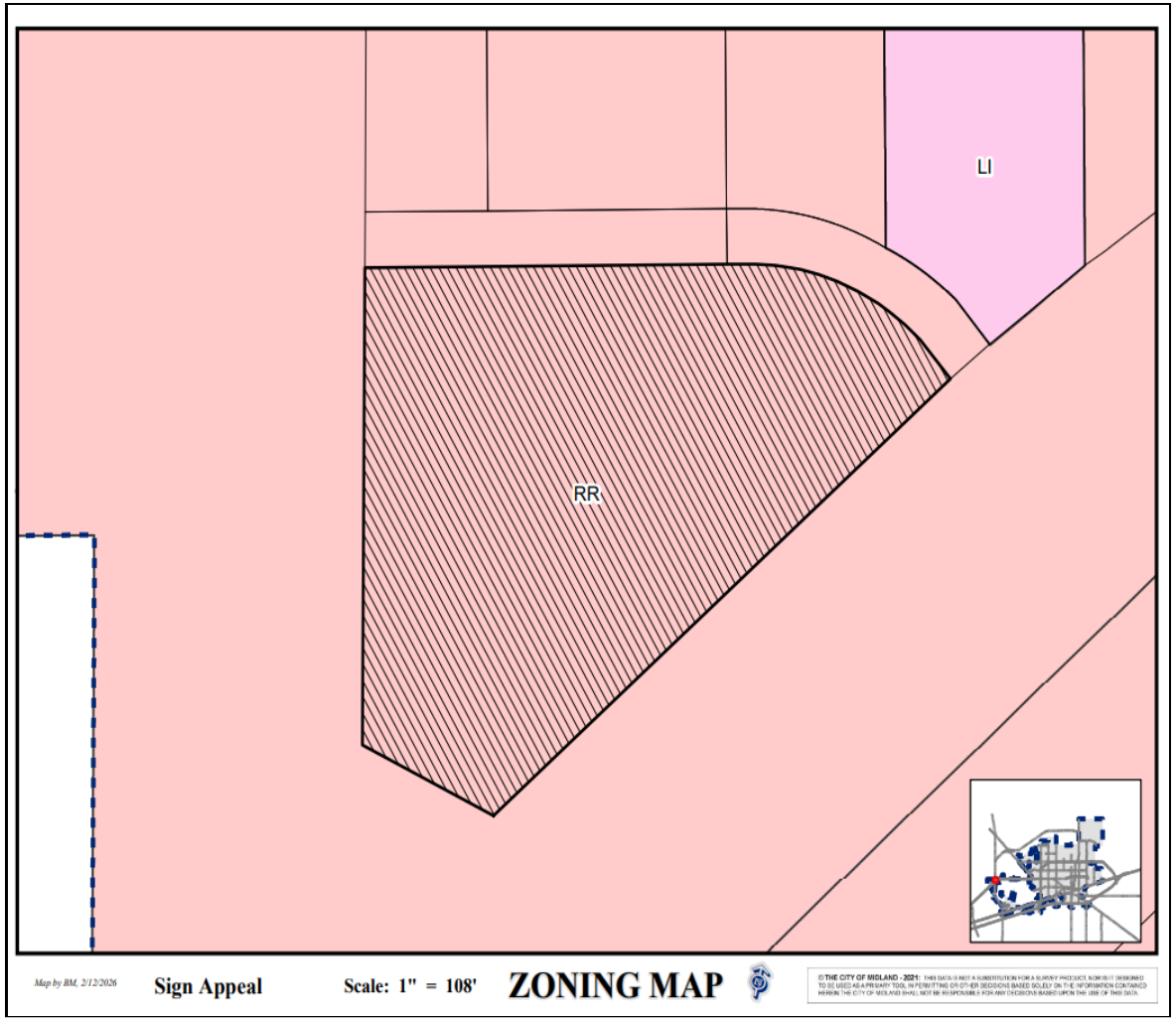
- **Representative/Applicant:** Clovis Sign Service
- **Location:** 11200 East State Highway 191 (Council District 4)
- **Application Type:** Sign Appeal
- **Reason for Request:** Updating an existing gas stations signage with its new fuel provider



MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/South/East/West:** RR, Regional Retail District



SIGN APPEAL DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a property.
- **Allowed square footage by code:** 360 square feet
- **Existing square footage:** 688.10 square feet
- **Proposed square footage:** 603.94 square feet
- **Variance:** 243.94 square feet



SIGN DETAILS

Existing



SITE - EXISTING

Proposed



SITE - PROPOSED

CLOVIS SIGN SERVICE Since 1962

5

MIDLAND Be the Energy!

SIGN DETAILS



Auto Canopy Logos



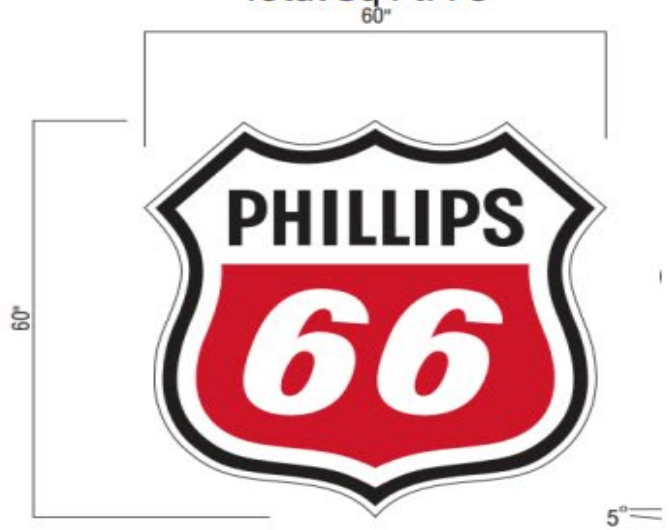
Existing X 3

Total Sq Ft: 75.48’



Proposing X 3

Total Sq Ft: 75’



MIDLAND
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SIGN DETAILS

A1: MID Twin Pole

Existing

OAH: 30’



MID Permit Requirements:
Max OAH: 30'
Max 180 sqft ft

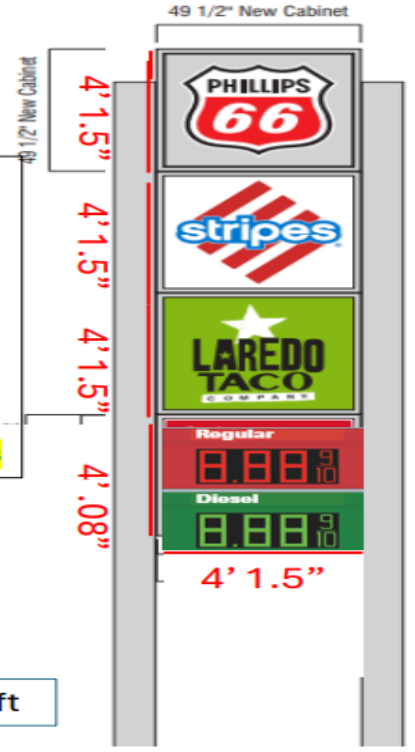
MID Proposed:
Proposed OAH: 20’ 4.06”
Proposed sqft ft:
20.58 h x 4.125 w = **51.66 sqft**

This meets MID sign requirements

Total Sq Ft Existing: 85.34’ sqft

Proposed

OAH: 20’ 4.06”



- 49-1/2" x 49-1/2" x 12" Rivet ID (38-5/8" Embossed)
- To Remain As Is
- To Remain As Is
- 49" x 49-1/2" x 12" Parts Kit
  New cabinet
- 10" x 10" Poles

Total Sq Ft Proposed: 51.66’ sqft

STAFF'S RECOMMENDATION

- Staff recommends no action for this request.



MISSION

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



City Council Meeting

Item Number: 40.
Meeting Date: February 24, 2026
To: City Council
From: Britton Murry, Senior Planner
Subject: MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, GARDEN TWENTY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST STATE HIGHWAY 158, APPROXIMATELY 200 FEET EAST OF EAST INTERSTATE 20)

Purpose:

Clovis Sign Services is requesting a variance to exceed the maximum allowable sign square footage and the maximum allowable freestanding signs per frontage, for the property located at 3200 State Highway 158.

Recommended Action:
Directional/Informational

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Clovis Sign Services is requesting a variance from the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards for an existing gas station. The applicant is requesting a variance for the maximum total sign square footage for the property. The proposed total sign square footage for the property is 849.14 square feet. This request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which allows for no more than 400 square feet of a property's total signage. The applicant is requesting a variance for the maximum total sign square footage of 449.14. The existing signage for this gas station is 971.18 square feet, which would be a net decrease of 112.04 square feet.

The applicant is also requesting a variance for the total allowable pole signs for the property. City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards states that a property is allowed to have one pole sign per each street frontage. This property, 3200 State Highway 158, has only one frontage (State Highway 158). Based off of Section 11-7a-7 — Sign Standards,

this property is only allowed to have one pole sign. However, this property already has two existing pole signs. The applicant is requesting to keep both existing pole signs in their current location, while updating the signage to reflect the new fuel provider. If City Council chooses not to provide a variance for this request, sign “A2” (as referenced in the concepts) must be removed. This sign (“A2”) is existing and is 45 feet in height. If the variance is granted by City Council, the applicant plans to expand the sign to 48 feet in height, which is still in compliance with the maximum sign height allowed for this property (50 feet).

SEI’s existing contract with Sunoco fuel terminates in March of 2026, requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding signs. The applicant is requesting for two sign variances for this property, in order to update the existing signage to reflect the new fuel providers’ logo and designs.

Planning:

The applicant is requesting approval of a two sign variances for the property located at 3200 State Highway 158. The variances being requested by the applicant include exceeding the maximum allowable sign square footage for the property and the maximum allowable freestanding signs per frontage.
.

Attachments:
A. 3200 State Highway 158, Combined Documents
B. CC - 3200 State Highway 158 Sign Appeal

Britton Murry, Development Services	Created/Initiated - 2/12/2026
Landon Ochoa, Development Services	Approved - 2/14/2026
Elizabeth Triggs, Development Services	Approved - 2/14/2026
Christy Weakland, City Secretary	Approved - 2/16/2026
Linda Ochoa, Legal	Approved - 2/17/2026
Jose Ortiz, City Manager	Approved - 2/17/2026
Morris Williams, City Manager	Approved - 2/17/2026
Rachel Guentensberger, City Secretary	Final Approval - 2/18/2026

2/6/2026

City of Midland
Planning and Zoning Department

RE: Variance Request for Increased Signage Square Footage

Site Identification/Project Number: 922694/ 42514

Property Address: 3200 TX-158 Midland, TX 79706

Case/ Permit Number: SGN-074782-2025

Dear City of Midland Staff and Members,

On behalf of SEI (7-Eleven: the property owner of the above referenced location) and Phillips 66 Fuels, we respectfully submit this variance request to **allow the existing on-site square footage to be accepted as part of the rebranding of the Sunoco fuel station to Phillips 66. The proposed signage will result in a *deduction of overall square footage* on site** although the existing and proposed is currently over the total allowable square footage of 300 sqft per the city of Midland. In addition, we request that the **existing high rise sign be allowed to remain on site** in its current location **allowing an overall 3" increase in height.**

SEI's existing contract with Sunoco fuel will terminate in March of 2026 requiring that all Sunoco fuel signage is removed from the location. In addition, to begin selling Phillips 66 branded fuel at the location, Phillips 66 requires their brand elements to be displayed on the existing auto canopy, dispensers and freestanding signs. The city of Midland's current sign ordinance limits the allowable signage area to 300 square feet at this location. This total includes signage across multiple categories including building-mounted signs, canopy-mounted signs, dispenser branding and signage on the freestanding signs. Based on these combined categories, *both the existing and proposed* signage configurations *exceed* the 300 square foot maximum signage allowed for this location.

The proposed Phillips 66 branding signage to be displayed on the canopy, dispensers and existing freestanding signs is vital to the marketing and economic success of the site. Updating the fuel signage is necessary to improve the clarity for motorists, allowing drivers to quickly identify fuel types and pricing. If the fuel brand cannot be present at specific areas of the site, it eliminates the brand's presence from the site and the incentive for the brand to offer fuel at the location. It also eliminates the customer's ability to distinguish what product they are purchasing. The absence of brand signage also gives the appearance of an "unbranded" or "closed" site and can negatively affect both fuel and in-store sales. Additionally, keeping all existing building-mounted and freestanding signage including Stripes and Laredo Taco signs, helps preserve consistent brand presentation and visual continuity across all sites.

We are therefore requesting approval to accept the total proposed square footage of signage on site of **849.14 sqft**. This is an 122.04 **sqft net DECREASE** to the overall sign square footage that *currently exists* on the

site. We understand the existing site is over the allowable 300 square foot total maximum, but wish to re-iterate, for consideration, that the new branding proposal actually decreases the total amount of signage square footage that currently exists on the site. This is due to the fact that **most of the existing signage on site will not be modified or altered and essentially remain untouched as part of this rebranding project.**

In addition, we also request consideration to accept the following:

- High Rise sign (A2) to remain on site: **Per the City of Midland, only 1 freestanding sign is allowed on this site due to the property only having (1) street frontage, therefore sign A2 (the high rise sign) must be removed.** The high-rise (sign A2) has existed at the site since the fuel station was built prior to 2013, providing critical visibility to motorists traveling at highway speeds. We are asking that the existing structure remain at its current location. Its height and placement allow drivers sufficient advance notice to safely identify the site as well as identify the fuel products being offered. Removing the sign, altogether, would significantly diminish visibility and reduce effectiveness in wayfinding. In addition, the removal sign would completely eliminate the site's ability to advertise pricing and brand fuel to drivers approaching the site from a major intersecting highway system (I-20 and eastbound of highway 158). Furthermore, the removal of this structure would result in hundreds of thousands of dollars lost to the new property owner, SEI, given the value of the structure and potential loss in sales due to its removal.
- High Rise sign (A2) to allow a 3" increase in height: Per the City of Midland, if the high-rise sign (A2) is allowed to remain, it cannot exceed 50' in overall height. The existing sign is currently 45' 3" in overall height. The P66 branding proposal would require a new cabinet to be installed, in place of the existing Sunoco, ***resulting in a 3" height difference only.*** The Sunoco cabinet must be removed as part of the de-branding requirement and will, therefore, require that the new fuel brand cabinet is installed its place. In order to incorporate the P66 brand in place of Sunoco, the standard square P66 cabinet is required. Installation of this cabinet would result in only a 3" increase to the overall existing height of the sign. We respectfully ask the committee to consider this exception due to the requirements from both brands: removing Sunoco cabinet and installing Phillips-66 approved image cabinet. In addition, if the Phillips brand cannot be advertised on the existing high-rise sign, it would result in reduced visibility from the adjacent highway, causing a detrimental impact to the brand's ability to advertise its fuel resulting in potential loss in fuel and in-store sales.

The new proposed signage will replace all existing Sunoco branding maintaining the existing sign footprint, ensuring there is no increase in visual mass or site congestion. All signage will be professionally designed, internally consistent with Phillips 66 brand standards and compliant with all other applicable provisions of the city of Midland's sign ordinance. *The building-mounted sign and freestanding sign structures will remain.* In summary, we are requesting that all existing signs remain at their current location with the proposed total square footage. ***The proposed scope includes an overall square footage DECREASE in signage to be added ranging from minimal to no changes across all sign structures.***

Granting this variance will allow the site to maintain visibility comparable to similar fuel stations in the area and will not negatively impact public safety or adjacent properties**.** The request reflects the specific design and branding standards associated with the corporate identity in the interests of all brands as represented on the site.

Thank you for your time and consideration of this request. We respectfully request approval and are available to provide any additional plans, elevations, or supporting documentation as needed.

Please reference the "Signage & Scope Summary," below, and the provided rendering packet representing the requested scope for consideration.

Emilee New
Keila Jennings
Clovis Sign Service
586-690-9658
emilee@css-ngd.com
keila@css-ngd.com

Signage & Scope Summary

Allowed: 300 sqft
Existing Total: 971.18 sqft
Proposed Total: 849.14 sqft
Net *DECREASE* of signage on site: *122.04 sqft*

All store signs will remain untouched
Existing canopy and dispenser signs will be replaced with updated P66 / 7-Eleven brand
Flagmount freestanding sign (A1) to be updated to include new P66 logo and price sign cabinet *only*
High Rise freestanding sign (A2) to be updated to include P66 logo cabinet *only*

January 28, 2026

Jordyn Stowe
Clovis Sign Service
1312 E. 1st st.
Clovis, NM 88101

RE: SGN-074782-2025 (3200 East 158 Midland, TX 79706)

The plan review for the building permit for this project has been completed. The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Permit Review manager- Jeremy Mills- 432-685-7389 jmills@midlandtexas.gov

1. One freestanding sign shall be allowed per street frontage. The use of an EMC as any portion of a freestanding sign shall be in compliance with paragraph (F) above. Both A1 and A2 are freestanding signs. https://ecode360.com/41118067. **(This property has only one street frontage and does not have frontage from I-20. The previously approved freestanding signs do not meet the current sign standards. Either remove sign A2 or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**
2. Loss of legal non-conforming status. A non-conforming sign shall immediately lose its non-conforming designation and must be brought into compliance with these regulations or be removed. The sign structure is replaced; this shall not prevent the replacement of the face(s) to accommodate a new business, express a different message, or upgrade conditions, except that no such sign may be modified or otherwise converted to an electronic message center. See https://ecode360.com/41118184. **(The previous approved freestanding sign A2 does not meet the current sign standards. Either remove changes or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**
3. If sign A2 is still allowed to remain with the sign appeal the sign height including the cabinet cannot be greater than 50'. **(Either reduce height or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email- bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)**
4. On property with a single street frontage of 150 feet or more in length, the combined area of freestanding and wall signs shall not exceed 300 square feet and no one sign shall exceed 180 square feet in area. **(Page 29: Total SQFT: The total proposed area of 893.19 exceeds the total allowable for the property.**

Either reduce the sign sqft to 400 or less or work with Britton Murry in the Planning and Zoning Department for a sign appeal. Contact info: Email-bmurry@midlandtexas.gov Phone-432-685-7208. This will be required prior to the issuance of the sign permit.)

A written response to each comment shall accompany revised plans, all change/corrections shall be "clouded" on the resubmitted plans.

Sincerely,

Jeremy Mills
Permit Review Manager
(432) 685-7389
300 N. Loraine Midland, TX | PO Box 1152
Pay your balance online @
https://comapps.midlandtexas.gov/energov/selfservice#/payinvoice



jmills@midlandtexas.gov

BRAND BOOK

Phillips 66
ST#922694

3200 TX-158
Midland, TX 79706

CLOVIS SIGN SERVICE
Since 1962

1312 E. 1st
Clovis, NM 88101
1-575-763-5623 Fax: 1-575-763-6365

Created by: Keila Jennings	Last Edited by:
Date: 12-19-2025	Date:

Permit Number: SGN-074782-2025

922694 (42514)

3200 TX-158, Midland, TX 79706

Storefront (ATM)



Existing



Proposed-
NO Change



Total Sq Ft No Change: 10.97’ sqft

Storefront (Laredo Taco)



Existing



Proposed-
NO Change



Total Sq Ft No Change: 25.91' sqft

Storefront (Stripes Logo)



Existing



Proposed-
NO Change



Total Sq Ft No Change: 50.13' sqft

Storefront (Stripes)



Existing



Proposed-
NO Change



Total Sq Ft No Change: 29.17’ sqft

Storefront (Big Gulp)

Existing



Proposed-
NO Change



Total Sq Ft No Change: 43.20' sqft

Store Elevations

- **Signs on storefront**
  - ATM: 10.97 SQ FT
  - Laredo Taco: 25.91 SQ FT
  - Stripes Logo: 50.13 SQ FT
  - “Stripes”: 29.17 SQ FT
  - Big Gulp: 43.20 SQ FT
    - **159.38 sqft signs**
- Overall Storefront Area:
  - 307.56 sqft (parapet)
  - 2,101.54 sqft (brick)
  - **= 2,409.10 sqft total area**
- 15% of Area: 361.36 sqft allowed signage on elevation
- 159.38 sqft < 361.36 sqft (15%)

Signage **MEETS** Criteria





South Wall (Laredo Taco)

Existing



Proposed-
NO Change



Total Sq Ft No Change: 25.91' sqft

South Wall (Laredo Taco)



Existing



Proposed-
NO Change



Total Sq Ft No Change: 43.20' sqft

South Side Store Elevations

- **Signs on South Side**
  - Laredo Taco: 25.91 SQ FT
  - Big Gulp: 43.20 SQ FT
    - **69.11 sqft signs**
- **South Wall Area**:
  - 1,024.86 SQ FT
  - = **1,024.86 sqft total area**
- **15% of Area**:
  - 153.73 sqft allowed on elevation
- 69.11 sqft < 153.73 sqft (15%)

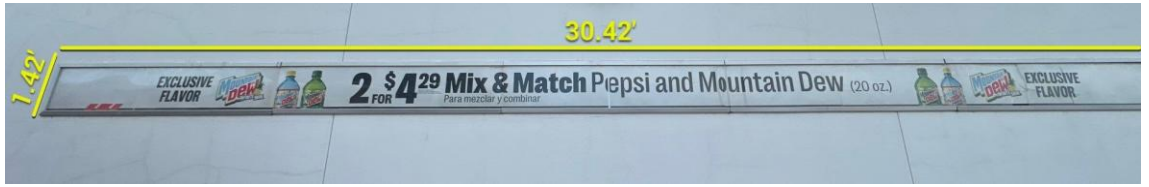
Signage **MEETS** Criteria



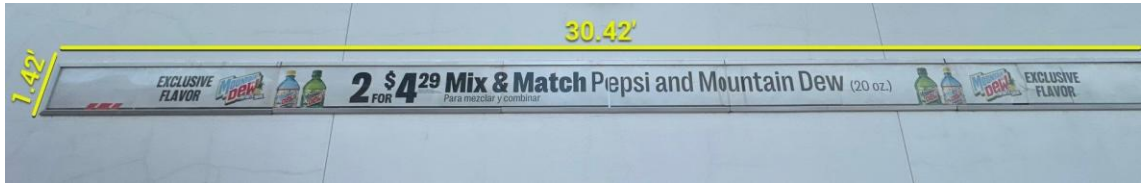
North Wall (Big Gulp)



Existing



Proposed-
NO Change



Total Sq Ft No Change: 43.20' sqft

North Wall (Stripes)



Existing



Proposed-
NO Change



Total Sq Ft No Change: 26.01' sqft

North Side Store Elevations

- **Signs on North Side**
  - Stripes: 26.01 SQ FT
  - Big Gulp: 43.20 SQ FT
  - Total signaged sqft
    - **69.21sqft signs**
- North Side Area:
  - 865.83 SQ FT
  - **= 865.83 sqft total area**
- 15% of Area:
  - 129.87 sqft allowed on elevation
- 69.21 sqft < 129.87 sqft (15%)

Signage **MEETS** Criteria



West Wall (Stripes)



Existing



Proposed-
NO Change



Total Sq Ft No Change: 25.81' sqft

West Wall Elevations

- **Signage on West Wall**
  - Stripes: 25.81 SQ FT
  - Total signage sqft
    - **25.81 sqft signs**
- West Wall Area:
  - **= 889.2 Total SQ FT (sign side only)**
- 15% of Area
  - 133.38 sqft allowed signage on elevation
- 25.81 sqft < 133.38 sqft (15%)

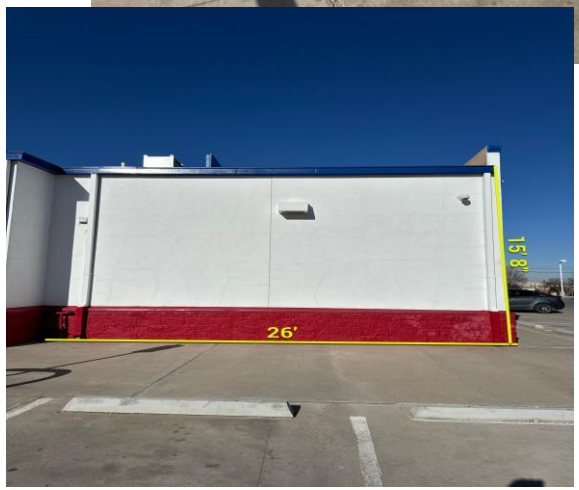
Signage **MEETS** Criteria











Total Signage on Store

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Storefront (ATM)	2.60	4.22	10.97	2.60	4.22	10.97	No Change
Storefront (Laredo Taco)	5.09	5.09	25.91	5.09	5.09	25.91	No Change
Storefront (Stripes Logo)	7.08	7.08	50.13	7.08	7.08	50.13	No Change
Storefront (Stripes)	2.33	12.52	29.17	2.33	12.52	29.17	No Change
Storefront (Big Gulp)	1.42	30.42	43.20	1.42	30.42	43.20	No Change
TOTAL			**159.38**			**159.38**	**Meets 15% Criteria**
South Wall (Laredo Taco)	5.09	5.09	25.91	5.09	5.09	25.91	No Change
South Wall (Big Gulp)	1.42	30.42	43.20	1.42	30.42	43.20	No Change
TOTAL			**69.11**			**69.11**	**Meets 15% Criteria**
North Wall (Big Gulp)	1.42	30.42	43.20	1.42	30.42	43.20	No Change
North Wall (Stripes)	5.10	5.10	26.01	5.10	5.10	26.01	No Change
TOTAL			**69.21**			**69.21**	**Meets 15% Criteria**
West (Stripes)	5.08	5.08	25.81	5.08	5.08	25.81	No Change
TOTAL			**25.81**			**25.81**	**Meets 15% Criteria**
Total SQ FT			323.51			323.51	

Auto Canopy

Existing



SITE - EXISTING

Proposed



SITE - PROPOSED

Auto Canopy Logos

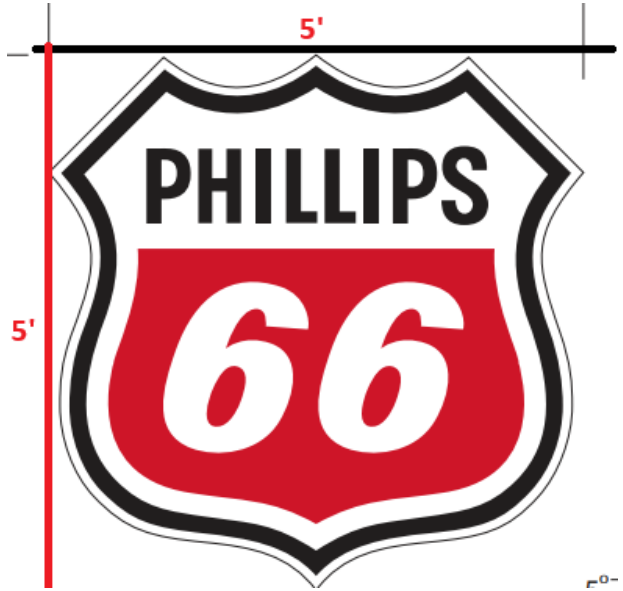




Existing X 3
Total Sq Ft: 75.48’



Proposing X 2
Total Sq Ft: 50’



Total Sq Ft Proposed: 50’ sqft

Auto Canopy Logos

Existing X 2
Total Sq Ft: 55.16’



Proposed
Removed

Dispensers

Diesel Logo on Valance (X20)
Total Sq Ft: 8.35’
.25’ H X 1.67’ W

Pump Toppers (X20)
Total Sq Ft: 37.37’
1.08’ H X 1.73’ W



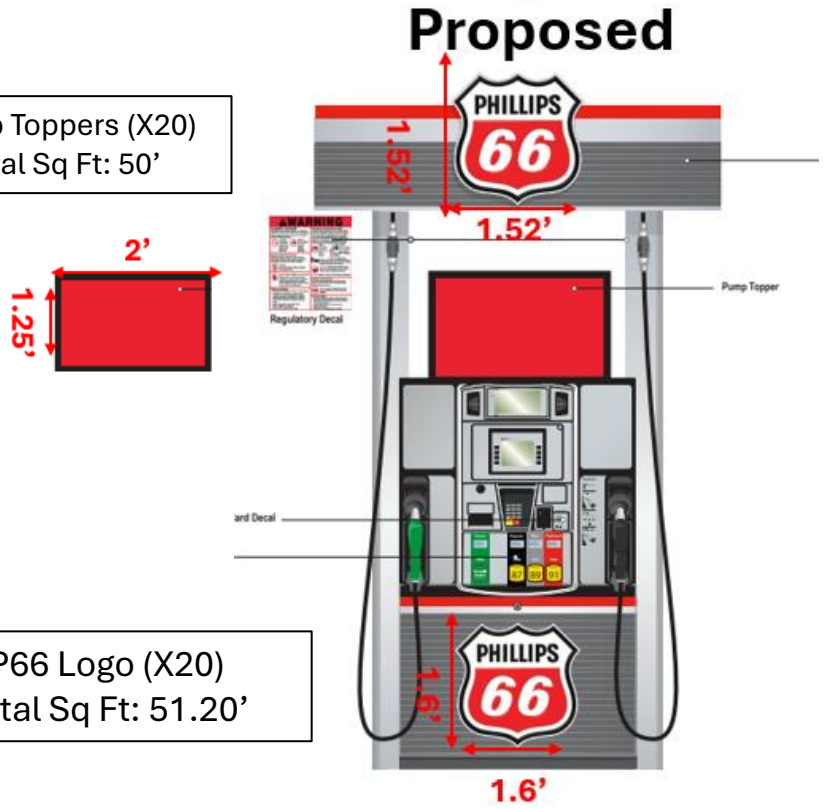
Valance Number
.37’ h x .33’ w (x20)
Total Sq Ft: 2.44’

Sunoco Diesel Logo on
Pump Skirt (X20)
Total Sq Ft: 7.2’
.30’ H X 1.20’ W

Sunoco Logo on Pump Skirt (X20)
Total Sq Ft: 17.50’
.81’ H X 1.08’ W

P66 Logo (X20)
Total Sq Ft: 46.21’

Pump Toppers (X20)
Total Sq Ft: 50’



P66 Logo (X20)
Total Sq Ft: 51.20’

Total Sq Ft Existing: 72.86’ sqft

Total Sq Ft Proposed: 147.41’ sqft

Total Signage: Auto Canopy/ Forecourt

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Proposed	Width (ft) Proposed	Area (ft) Proposed	Comments
Sunoco Logo x3	2	12.58	75.48				Remove
Official Fuel of Nascar x2	1.63	16.92	55.16				Remove
Valance Number x20	.37	.33	2.44				Remove
Diesel Logo on Valance (20)	.25	1.67	8.35				Remove
Pump Toppers (20)	1.08	1.73	18.68				Remove
Sunoco Diesel on Pump Skirt (20)	.30	1.20	7.20				Remove
Sunoco Logo on Pump Skirt (20)	.81	1.08	17.50				Remove
P66 Logo x2				5	5	50	Add
P66 Logo on Valance (20)				1.52	1.52	46.21	Add
P66 Logo on Pump Skirt (20)				1.6	1.6	51.20	Add
Pump Topper (20)				1.25	2	50	Add
Total SQ FT			**184.81**			**197.41**	

Diesel Canopy Logos

Existing X 2

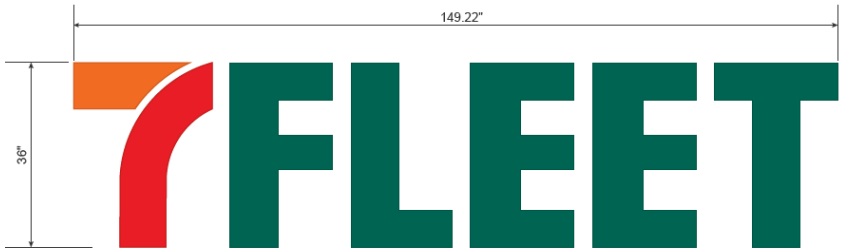
Total Sq Ft: 50.32’



Proposed

Total Sq Ft: 37.32’

3’ H X 12.44 W



Diesel Canopy Logos

Existing X 2
Total Sq Ft: 55.16’



Proposed
Removed

Existing
Total Sq Ft: 27’



Proposed
Removed

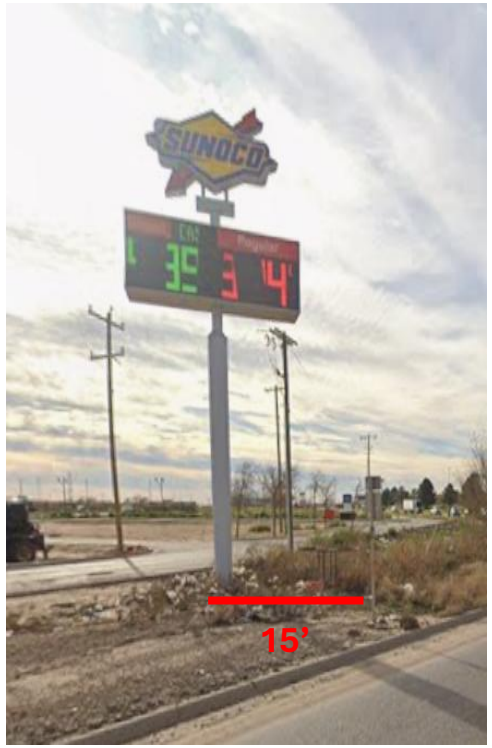
Total Sq Ft Proposed: 0’ sqft

Total Signage: Diesel Canopy

Sign	Height (ft) Existing	Width (ft) Existing	Area (ft) Existing	Height (ft) Existing	Width (ft) Proposed	Area (ft) Proposed	Comments
Sunoco Logo	2	12.58	25.16				Remove
Sunoco Logo	2	12.58	25.16				Remove
Official Fuel of Nascar	1.63	16.92	27.58				Remove
Official Fuel of Nascar	1.63	16.92	27.58				Remove
AM Best	3	9	27				Remove
7Fleet				3	12.44	37.32	Add
Total SQ FT			132.48			37.32	

Sign Location/ Setback

A2





A1



A1 MID: Flagmount

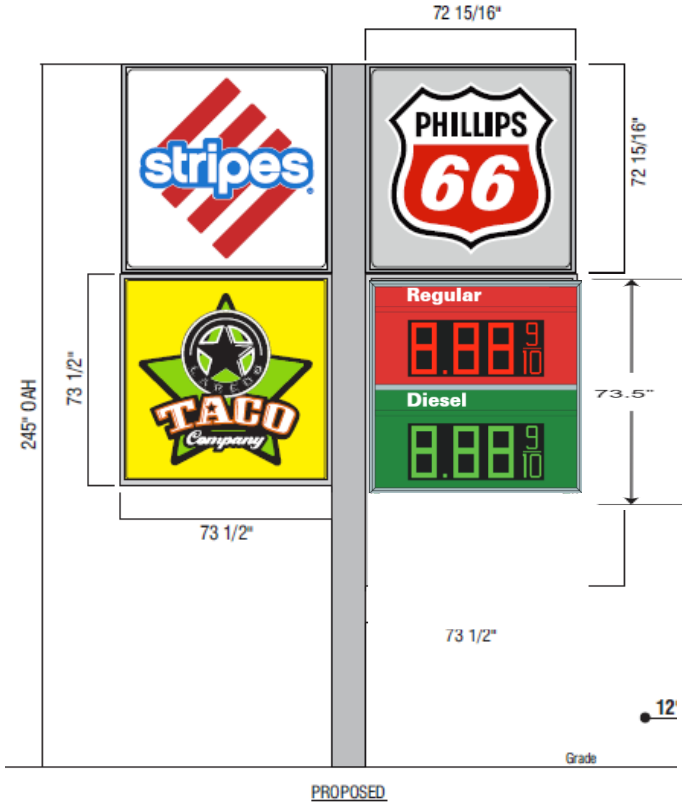
Existing

OAH: 24’ 5”



Proposed

OAH: 20’ 5”



Total Sq Ft Existing: 176.58’ sqft

Total Sq Ft Proposed: 149.10’ sqft

A2 High Rise: Single Pole

Existing

OAH: 45’ 3”

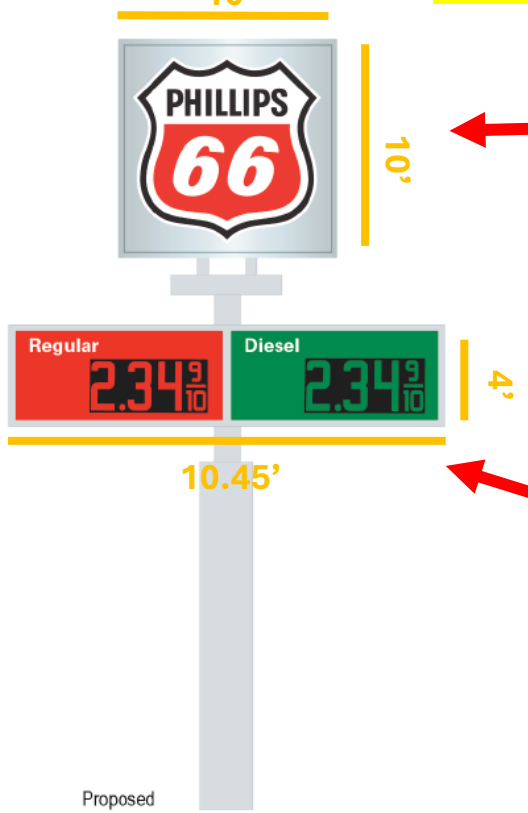
Existing
Total Sq Ft:
Overall 7’ h x 16’ = 112’

Existing
Total Sq Ft: 41.80’



Total Sq Ft Existing: 153.8’ sqft

OAH: 50’ 3”



Proposed
Total Sq Ft: 100’

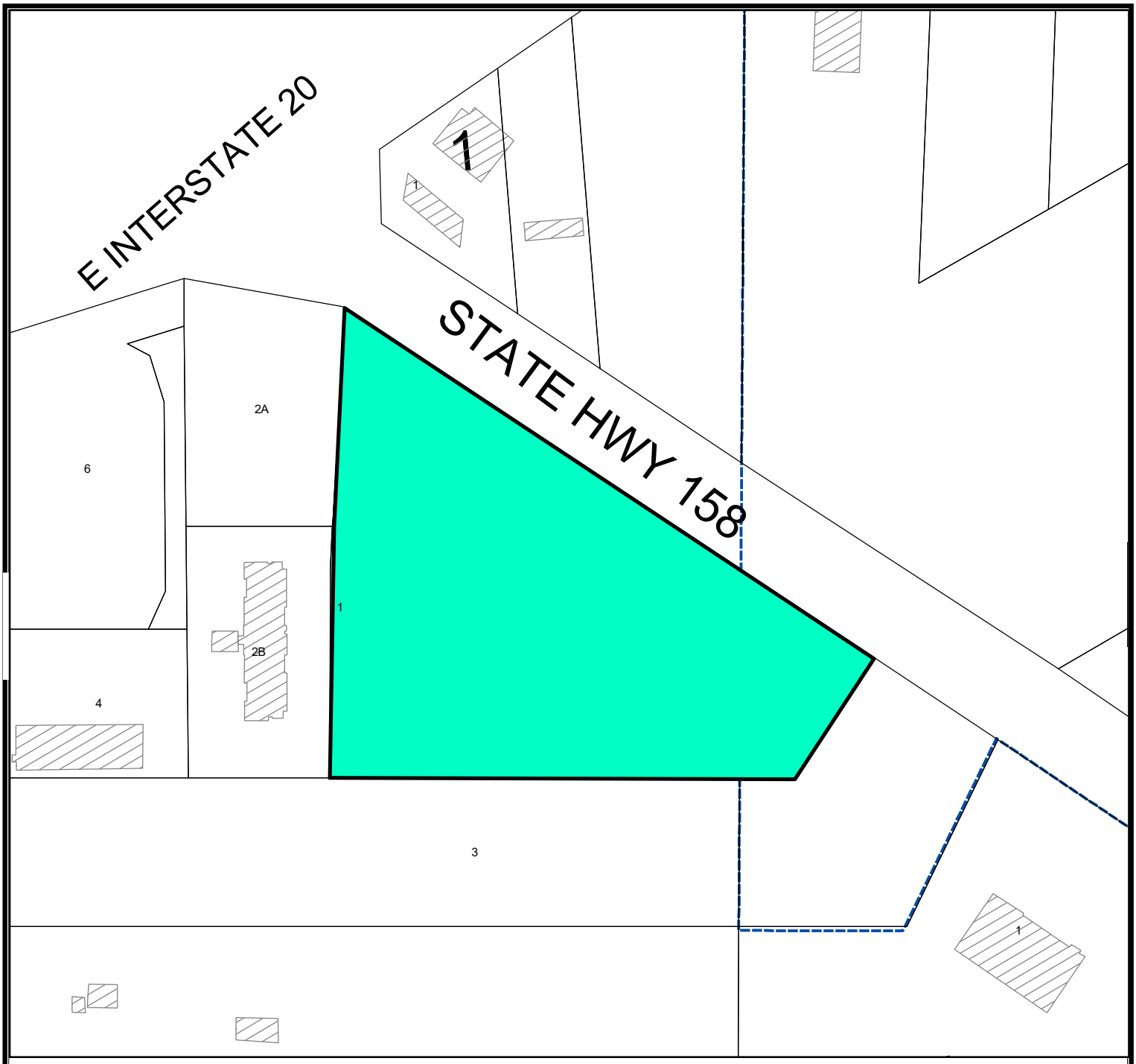
Proposed
Change product labels ONLY
Total Sq Ft: 41.80

Total Sq Ft Proposed: 141.80’ sqft

Total SQ FT

Sign	Area (ft) Existing	Area (ft) Proposed	360 SQ FT for Permit (Difference in Proposed)
Store	323.51	323.51	
Auto Canopy/ Forecourt	184.81	197.41	
Diesel Canopy	132.48	37.32	
MID	176.58	149.10	
High Rise	153.8	141.80	
Total SQ FT	971.18	**849.14**	

Total sqft existing/proposed: 849.14 > 360 total sqft



Location Map

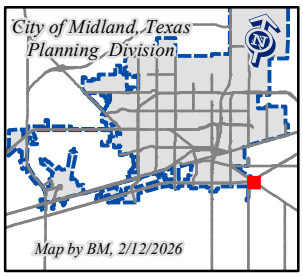
3200 E State Hwy 158 **Scale: 1" = 193'**

MOTION GRANTING CLOVIS SIGN SERVICES' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, GARDEN TWENTY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS.

GENERALLY LOCATED ON THE SOUTH SIDE OF EAST STATE HIGHWAY 158, APPROXIMATELY 200 FEET EAST OF EAST INTERSTATE 20. (COUNCIL DISTRICT 2)

L E G E N D

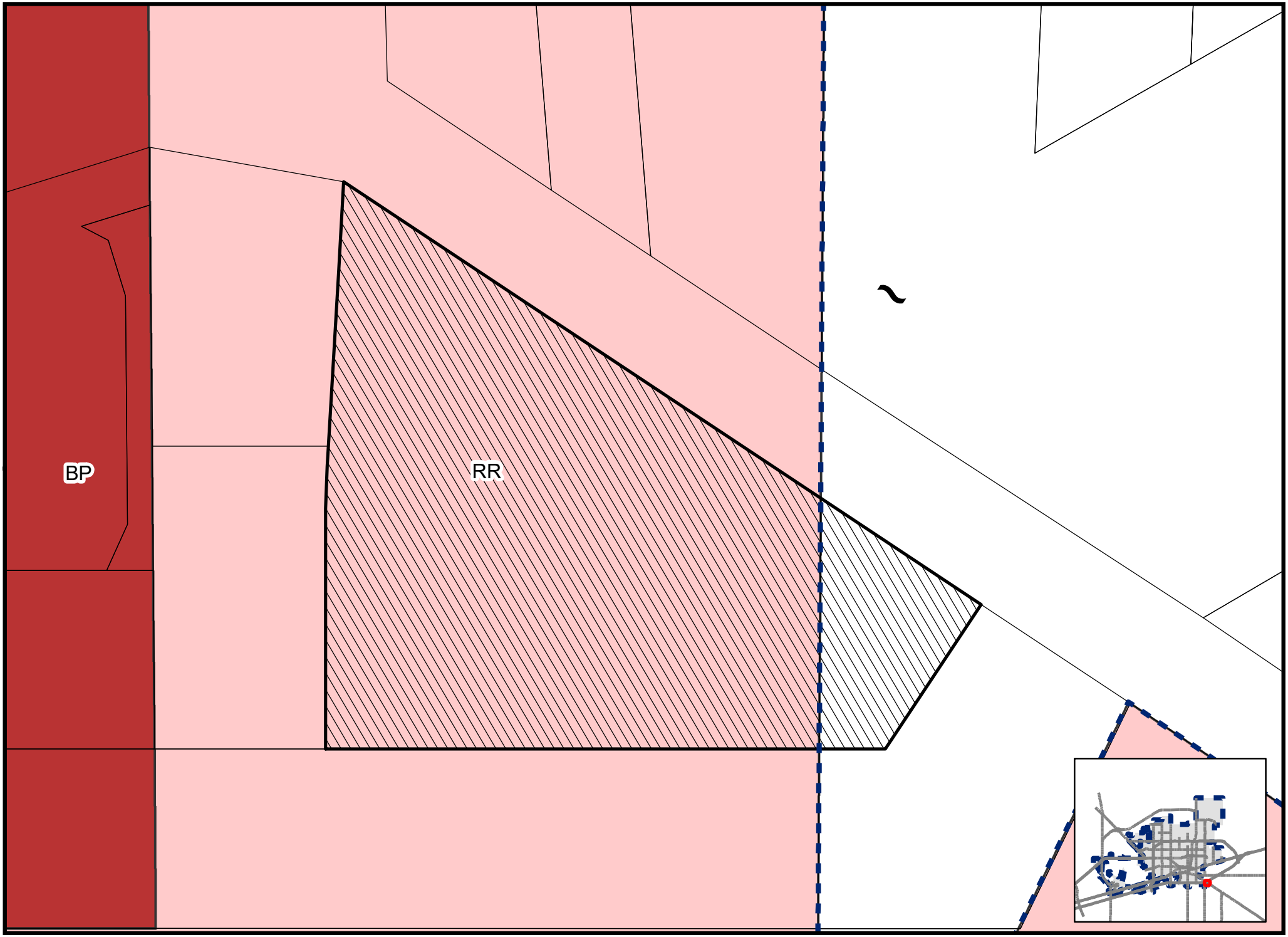
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 2/12/2026

Sign Appeal

Scale: 1" = 135'

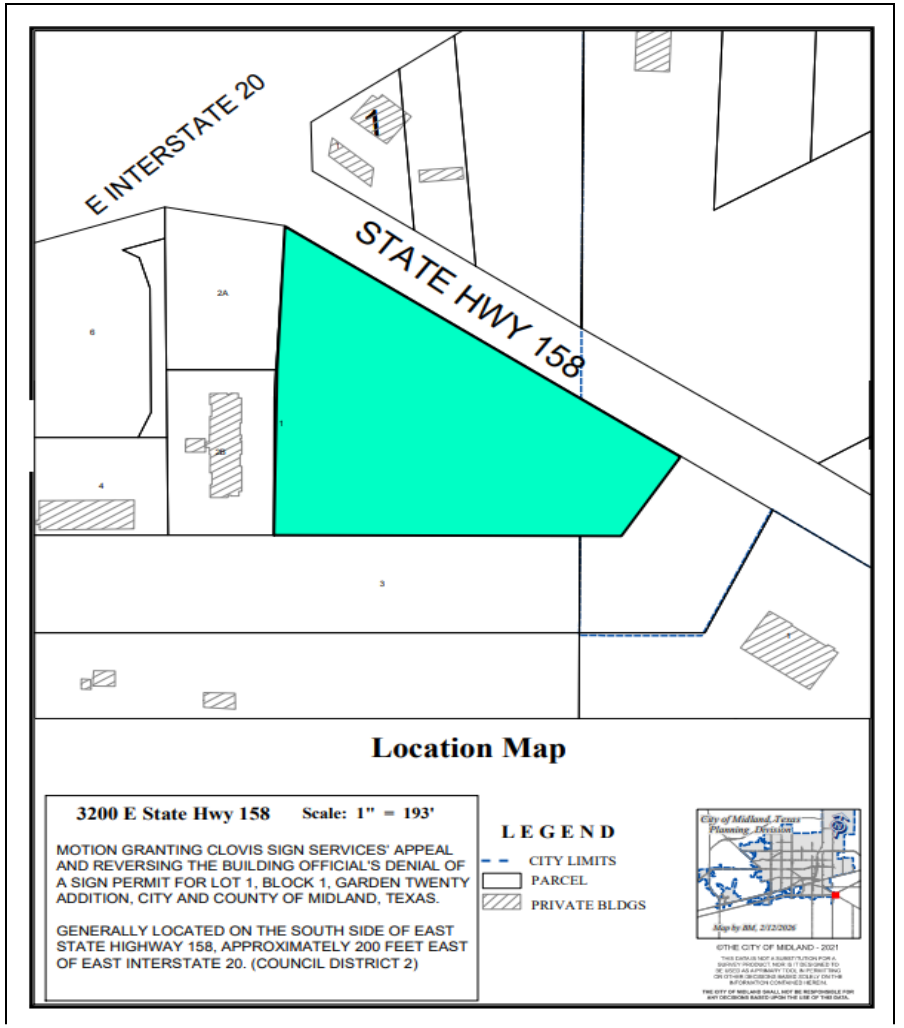
ZONING MAP

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MIDLAND
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SIGN APPEAL
3200 STATE HIGHWAY 158
Visit Our Website
MIDLANDTEXAS.GOV

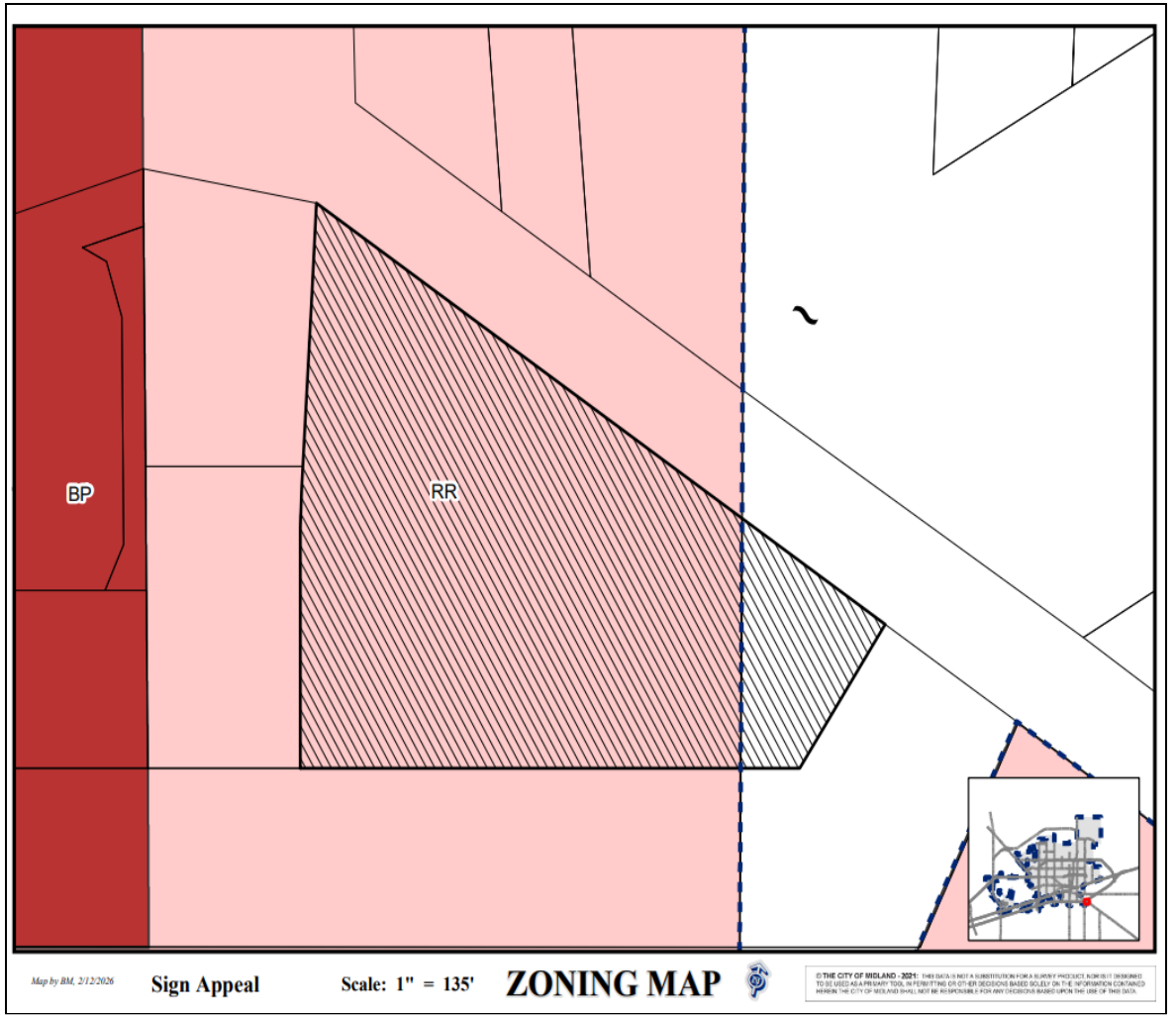
APPLICATION SUMMARY

- **Representative/Applicant:** Clovis Sign Service
- **Location:** 3200 State Highway 158 (Council District 2)
- **Application Type:** Sign Appeal
- **Reason for Request:** Updating an existing gas stations signage with its new fuel provider



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/South/West:** RR, Regional Retail District
  - **East:** ETJ, Extraterritorial Jurisdiction



SIGN APPEAL DETAILS #1

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a property.
- **Allowed square footage by code:** 400 square feet
- **Existing square footage:** 971.18 square feet
- **Proposed square footage:** 848.14 square feet
- **Variance:** 448.14 square feet



SIGN DETAILS

Existing



SITE - EXISTING

Proposed



SITE - PROPOSED

MIDLAND
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SIGN APPEAL DETAILS #2

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum allowable freestanding signs per frontage.
- **Allowed freestanding signs per frontage:** 1 sign (this property has 1 frontage)
- **Proposed freestanding signs:** 2 signs (Both signs are existing)
- **Variance:** 1 freestanding sign



SIGN DETAILS

A2 High Rise: Single Pole

Existing

OAH: 45' 3"

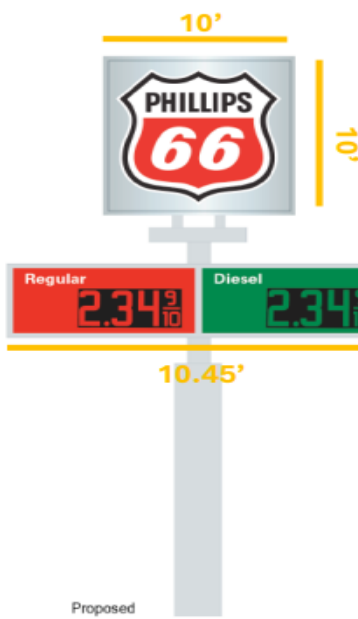
Existing
Total Sq Ft:
Overall 7' h x 16' = 112'

Existing
Total Sq Ft: 41.80'



Total Sq Ft Existing: 153.8' sqft

OAH: 50' 3"



Proposed
Total Sq Ft: 100'

Proposed
Change product labels ONLY
Total Sq Ft: 41.80

Total Sq Ft Proposed: 141.80' sqft

STAFF'S RECOMMENDATION

- Staff recommends no action for this request.



MISSION

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

