CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
July 21, 2026 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation - Pastor Edward Mayberry, Community Worship Center

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3.a REGULAR SESSION OF JUNE 23, 2026

4. 056-2026 - MOTION ACCEPTING A DONATION IN THE AMOUNT OF $19,244.00 FROM THE TEXAS J REGIONAL ADVISORY COUNCIL; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND FIRE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF FUNDS TO THE FIRE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

5. 2026-086 - RESOLUTION AWARDING A CONTRACT TO TARKETT SPORTS CONSTRUCTION FOR THE SCHARBAUER AUXILIARY FIELDS 5 & 6 PROJECT AT A COST OF $3,874,514.05; APPROVING $387,500.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2026-087 - RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE PURCHASE AND INSTALLATION OF TWO AUXILIARY TURF FIELDS AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $1,732,510.00; APPROVING $173,251.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2026-088 - RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LIGHTING OF TWO AUXILIARY TURF FIELDS AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $408,568.00; APPROVING $41,432.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 2026-089 - RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A MODULAR CONCESSION, STORAGE AND RESTROOM FACILITY AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $722,887.00; APPROVING $75,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 2026-090 - RESOLUTION RATIFYING AND APPROVING EMERGENCY REMOVAL SERVICES PERFORMED BY C&B MATERIALS OF TEXAS, LLC AT THE BACKDOOR RESERVOIR LOCATED AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $356,250.00; AND AUTHORIZING PAYMENT **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2026-091 - RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR ENGINEERING SUPPORT SERVICES ASSOCIATED WITH CHEMICAL FEED IMPROVEMENTS AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $184,941.63; AND AUTHORIZING PAYMENT **(DISTRICT: 1) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2026-092 - RESOLUTION RESCINDING THE AUTHORIZATION TO PURCHASE CERTAIN VEHICLES FOR THE GENERAL SERVICES DEPARTMENT UNDER RESOLUTION NO. 2026-055; AND RESCINDING THE RELATED AUTHORIZATION FOR PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 057-2026 - MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER 1 WITH PURVIS SYSTEMS INCORPORATED REGARDING THE FIRE ALERTING SYSTEM; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $0 AND TO PROVIDE FOR INSTALLATION SERVICES **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 2026-093 - RESOLUTION APPROVING THE PURCHASE OF A BOOM TRUCK FROM ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, AT A TOTAL COST OF $288,577.95 FOR THE SOLID WASTE DEPARTMENT; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

14. 2026-094 - RESOLUTION APPROVING THE PURCHASE OF A TYMCO MODEL 210 SWEEPER FOR THE DEPARTMENT OF AIRPORTS FROM TYMCO, INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $167,136.00; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

15. 2026-095 - RESOLUTION APPROVING A CONTRACT WITH NEXTGEN SECURITY HOLDINGS LLC FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS AND ACCESS CONTROL SYSTEMS FOR VARIOUS LOCATIONS FOR THE PARKS AND RECREATION DEPARTMENT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A TOTAL COST OF $258,324.30; APPROVING $38,748.70 FOR PROJECT-RELATED EXPENSES; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

16. 2026-096 - RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC TO PROVIDE ENGINEERING SERVICES RELATED TO THE PROPOSED CONSTRUCTION OF AN AIRFIELD MAINTENANCE EQUIPMENT BUILDING AT MIDLAND AIRPARK FOR A TOTAL COST OF $507,400.00; APPROVING $101,480.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: 3) (AIRPORTS) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

17. 058-2026 - MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION IN THE AMOUNT OF $3,500,000.00 PROVIDING FOR THE CONSTRUCTION OF CERTAIN ROAD INFRASTRUCTURE IMPROVEMENTS (GENERALLY LOCATED ON AND ADJACENT TO BRIARWOOD AVENUE BETWEEN AVALON DRIVE AND TROBAUGH BOULEVARD) AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE § 501.103; AND AUTHORIZING PAYMENT FOR SAID AGREEMENT **(DISTRICT: 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

18. 2026-097 - RESOLUTION APPROVING THE FISCAL YEAR 2026-2027 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE **(DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

19. 2026-098 - RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIDLAND AND CUMBERLAND AND WESTERN RESOURCES, LLC (THE "OWNER") THAT REQUIRES THE OWNER (1) TO INSTALL AND MAINTAIN AN ART INSTALLATION ON A TRACT OF LAND LOCATED IN THE CITY'S EXTRATERRITORIAL JURISDICTION FOR WHICH THE OWNER HAS PETITIONED FOR ANNEXATION AND (2) TO POST A CASH DEPOSIT WITH THE CITY THAT SHALL BE RETURNED TO THE OWNER AFTER THE ART INSTALLATION HAS BEEN INSTALLED **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

20. 059-2026 - MOTION APPROPRIATING THE SUM OF $750,000.00 FROM THE GENERAL FUND AND TRANSFERRING IT TO A PROJECT ACCOUNT FOR THE REPAVING OF VETERANS AIRPARK LANE; AND APPROPRIATING THE SUM OF $250,000 FROM THE GENERAL FUND AND TRANSFERRING IT TO A PROJECT ACCOUNT FOR THE REPAVING OF GARFIELD STREET **(DISTRICT: 3), (DISTRICT: 1) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

21. 060-2026 - MOTION ACCEPTING DONATIONS IN THE AMOUNT OF $85,000.00 FROM MULTIPLE LOCAL ORGANIZATIONS; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND FIRE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF FUNDS TO THE FIRE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS **(DISTRICT: NONE) (FIRE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

22. 2026-099 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-020; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND

PLANNING) FOR GRANT FUNDS TOTALING $24,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY POLICY GAP ANALYSIS – PHASE 1 PROJECT; APPROVING LOCAL MATCHING FUNDS AND ADDITIONAL CITY FUNDING IN THE AMOUNT OF $6,000.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; 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) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

23. 2026-100 - RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDESSA TRANSPORTATION LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

24. 061-2026 - MOTION ACCEPTING A DONATION IN THE AMOUNT OF $180,000.00 FROM BUSTIN FOR BADGES; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF $180,000.00 IN THE POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS **(DISTRICT: ALL) (POLICE DEPARTMENT) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

25. 062-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-019) BETWEEN THE CITY OF MIDLAND AND DEEP BLUE OPERATING I, LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 9,10,12,18,19 AND 24, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

26. 10772 - AN ORDINANCE VACATING AND ABANDONING A 0.523-ACRE PORTION OF WEST PENNSYLVANIA AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MARIENFELD STREET AND WEST PENNSYLVANIA AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $45,563.76; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD JUNE 23, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

27. 10773 - AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158,

APPROXIMATELY 220 FEET EAST OF BEAR DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

28. 10774 - AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

29. 10775 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3A, BLOCK 25, PLANTATION HILLS, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WHITMAN DRIVE, APPROXIMATELY 350 FEET NORTH OF BLUEBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ASSISTED LIVING / NURSING HOME; 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)**

30. 10776 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 35.05-ACRE TRACT OF LAND OUT OF SECTION 25, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 650 FEET NORTH OF EAST CUTHBERT AVENUE), WHICH IS PRESENTLY ZONED MH, MANUFACTURED HOUSING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MANUFACTURED HOME PARK; 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)**

31. 10777 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST HALF OF LOT 2 AND ALL OF LOT 3, BLOCK 9, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST MICHIGAN AVENUE, APPROXIMATELY 90 FEET WEST OF NORTH B STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; 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)

32. 10778 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE WEST HALF OF LOT 2 AND ALL OF LOT 3, BLOCK 9, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST MICHIGAN AVENUE, APPROXIMATELY 90 FEET WEST OF NORTH B STREET), WHICH IS PRESENTLY ZONED SF-2, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

33. 10779 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE EAST 40 FEET OF LOT 9 AND ALL OF LOT 10, BLOCK 7, NORTH PARK HILL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST KANSAS AVENUE, APPROXIMATELY 215 FEET EAST OF NORTH F STREET), WHICH IS PRESENTLY ZONED SF-1, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

34. 10780 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, ARNETT'S ACRES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY (DUPLEX) DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH LAMESA ROAD, APPROXIMATELY 350 FEET NORTH OF EAST GOLF COURSE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

35. 10781 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 13, BLOCK 1, SAN JACINTO PLACE EXTENSION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SPARKS STREET, APPROXIMATELY 315 FEET SOUTH OF WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; 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)**

36. 10782 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 49,

BLOCK 2, FANNIN TERRACE ADDITION, SECTION 5 REPLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF LINDA COURT, APPROXIMATELY 85 FEET SOUTH OF WEST WADLEY AVENUE), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM BUILDING SEPARATION DISTANCE BETWEEN AN ACCESSORY BUILDING AND THE PRINCIPAL BUILDING; 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)**

37. 10783 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE SOUTH 80 FEET OF LOT 19 AND ALL OF LOT 20, BLOCK 125, WILSHIRE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF NORTH EISENHOWER DRIVE AND EDGEWOOD DRIVE), WHICH IS PRESENTLY ZONED SF-2, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

38. 063-2026 - MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND AST & SCIENCE, LLC **(DISTRICT: 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

39. 2026-101 - RESOLUTION AUTHORIZING THE EXECUTION OF A GROUND LEASE AGREEMENT WITH AST & SCIENCE, LLC REGARDING CERTAIN REAL PROPERTY DESCRIBED AS A 23.107-ACRE TRACT OUT OF SECTION 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: 4) (AIRPORTS) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

STAFF PRESENTATIONS

40. Budget Update - Cost of Providing Services

41. Parks Update - Maintenance

PUBLIC COMMENT

42. 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

43. 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:

43.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.

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

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

43.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.

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

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

Respectfully Submitted

_____
Tommy Gonzalez
City Manager

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

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL REGULAR MEETING
June 23, 2026 - 2:00 PM

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 2:00 PM, June 23, 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.

OPENING ITEMS

Mayor Blong called the meeting to order at 2:00 p.m.

1. Invocation - Pastor Wade Cobb, Life Fellowship of Midland
2. Pledge of Allegiance

CONSENT AGENDA

John Norman moved to Approve Consent Agenda items 3 - 13; excluding items 3, 4, 6 & 10, 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
Norman NAY: None
ABSTAIN: None
ABSENT: None

3. MOTION APPROVING THE FOLLOWING MINUTES:
   3.a REGULAR SESSION OF JUNE 9, 2026
   3.b SPECIAL SESSION OF JUNE 10, 2026

Robin Campbell, Citizen, was not in attendance when called.

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

DRAFT

4. 2026-073 - RESOLUTION AWARDING A CONTRACT FOR THE MOCKINGBIRD LANE PHASE 1 PAVING AND DRAINAGE PROJECT TO REECE ALBERT, INC. OF SAN ANGELO, TEXAS, AT A TOTAL COST OF $1,177,016.31; APPROVING $235,403.26 FOR CONTINGENCIES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (DEFERRED FROM JUNE 9, 2026) **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Engineering Services Director Gabriel McClelland provided Council with a brief overview of the item. Council discussion ensued.

Robin Campbell, Citizen, made public comment unrelated to this item.

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

5. 2026-080 - RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH WELLS FARGO BANK, N.A. TO PROVIDE PRIMARY DEPOSITORY AND BANKING SERVICES FOR THE CITY OF MIDLAND **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2026-081 - RESOLUTION APPROVING THE SELECTION OF ATLAS TECHNICAL CONSULTANTS, LLC, BEYOND ENGINEERING AND TESTING, LLC, AND CENTURION PLANNING AND DESIGN, LLC TO ASSIST THE ENGINEERING SERVICES DEPARTMENT WITH GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING BY PROVIDING PROFESSIONAL ENGINEERING SERVICES AND OTHER SERVICES IN CONNECTION THEREWITH ON AN AS-NEEDED BASIS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH EACH FIRM; PROVIDING THAT EACH AGREEMENT SHALL BE FOR A TERM NOT TO EXCEED THREE YEARS; AUTHORIZING THE NEGOTIATION AND EXECUTION OF TASK ORDERS IN ACCORDANCE WITH SUCH AGREEMENTS; PROVIDING THAT THE PAYMENT FOR EACH TASK ORDER EXECUTED IN ACCORDANCE WITH SUCH AN AGREEMENT SHALL NOT EXCEED $150,000.00; PROVIDING THAT THE TOTAL COST TO THE CITY FOR ALL TASK ORDERS EXECUTED EACH YEAR IN ACCORDANCE WITH EACH AGREEMENT SHALL NOT EXCEED $300,000.00 PER AGREEMENT PER YEAR; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

DRAFT

Engineering Services Director Gabriel McClelland provided Council with a brief overview of the item.

Robin Campbell, Citizen, was called to speak but passed.

Brian Stubbs 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

7. 2026-082 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-023; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5329201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR GRANT FUNDS TOTALING $26,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY PENETRATION TEST PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $6,700.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; 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) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2026-083 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-022; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362101 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 3 – MITIGATION) FOR GRANT FUNDS TOTALING $49,120.25; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE IMPLEMENTING NINJAONE ENDPOINT VULNERABILITY AND PATCH MANAGEMENT PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $12,280.06; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; 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) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2026-084 - RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-021; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362201 TO THE

DRAFT

OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 4 – WORKFORCE DEVELOPMENT) FOR GRANT FUNDS TOTALING $10,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY AND IT SKILLS TRAINING PROGRAM PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $3,160.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; 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) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2026-085 - RESOLUTION SUPPORTING THE NOMINATION OF ELIGIBLE CENSUS TRACTS WITHIN THE CITY OF MIDLAND FOR DESIGNATION AS OPPORTUNITY ZONES UNDER THE FEDERAL OPPORTUNITY ZONE 2.0 PROGRAM **(DISTRICT: ALL) (STRATEGIC PARTNERSHIPS OFFICE) (QUALITY OF LIFE AND PLACE)**

City Manager Tommy Gonzalez provided an introduction to this item. Strategic Partnerships Officer Lindsey Adams provided Council with a brief presentation of the item.

Council discussion ensued.

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

11. 051-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-018) WITH PLAINS ORYX PERMIAN BASIN PIPELINE LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 16, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 052-2026 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-011) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND AND GLASSCOCK COUNTIES, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 053-2026 - MOTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO SURFACE USE AGREEMENT WITH MIDLAND - PETRO D.C. PARTNERS, LLC REGARDING THE PLACEMENT OF CERTAIN

DRAFT

PIPELINES AND RELATED FACILITIES UNDER AND ACROSS MIDLAND AIRPARK AND OTHER MATTERS INCIDENTAL THERETO **(DISTRICT: 3) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

14. 10766 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 2, 3, AND 4, AND THE EAST NINE FEET OF LOT 5, BLOCK 8, REPLAT OF LOMA LINDA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST SCHARBAUER DRIVE, APPROXIMATELY 85 FEET WEST OF NORTH LAMESA ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 9, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10766.

John Norman moved to Approve; seconded by John Burkholder.

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

15. 10767 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3A, BLOCK 62, BELMONT ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 390 FEET EAST OF SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED BP, I-20 BUSINESS PARK 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 JUNE 9, 2026) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10767.

John Norman moved to Approve; seconded by Jack Ladd.

DRAFT

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. 10768 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, 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 JUNE 9, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10768.

Amy Stretcher Burkes 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. 10769 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 27, 28, 31, AND 32, BLOCK 1B, RACQUET CLUB SOUTH, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE NORTH SIDE OF RACQUET CLUB DRIVE, APPROXIMATELY 350 FEET WEST OF NORTH L 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 JUNE 9, 2026) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Kathy Rauda read the caption of Ordinance No. 10769.

Robin Poole moved to Approve; seconded by John Norman.

DRAFT

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:

18. 054-2026 - THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: CHAPARRAL 120 MIPA UNIT H120LS; CHAPARRAL 120 MIPA UNIT HL20MS; CHAPARRAL 120 MIPA UNIT HL20UH; CHAPARRAL 120 MIPA UNIT HL20WB; CHAPARRAL H125WA; CHAPARRAL H130LS; CHAPARRAL H130SS; CHAPARRAL H130UH; CHAPARRAL H130WB; CHAPARRAL H135WA; CHAPARRAL H140LS; CHAPARRAL H140MS; CHAPARRAL H140UH; CHAPARRAL H140WB; CHAPARRALL H145WA; CHAPARRAL H150LS; CHAPARRAL H150SS; CHAPARRAL H150UH; CHAPARRAL H150WB; AND CHAPARRAL H105WA; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,194 FEET AND 2,300 FEET EAST OF NORTH GARFIELD STREET AND BETWEEN 1,218 AND 1,800 FEET SOUTH OF WEST LOOP 250 NORTH (PUBLIC HEARING ONLY) **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Council Member John Burkholder made comments on this item.

Mayor Blong opened the public hearing at 2:26 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY, COUNCIL TOOK NO ACTION.

19. 055-2026 - HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND TO RECEIVE PUBLIC COMMENTS, GUIDANCE AND RECOMMENDATIONS REGARDING THE 2026-2027 CDBG GRANT APPLICATION SUBMISSIONS AND THE SECOND YEAR ACTION PLAN IN ACCORDANCE WITH THE FIVE-YEAR CONSOLIDATED PLAN 2025-2030 (PUBLIC HEARING ONLY) **(DISTRICT: ALL) (DEVELOPMENT SERVICES - COMMUNITY SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Planning & Development Officer Elizabeth Triggs provided Council with a brief overview and the next steps for this item.

Council discussion ensued.

Mayor Blong opened the public hearing at 2:32 p.m.

Billy Ashley (Citizen) spoke on this item relative to Mission Center Adult Day services.

DRAFT

RJ Daun (Citizen), spoke on this item relative to Mission Center.

There being no one else wishing to speak, the public hearing was closed at 2:38 p.m.

Council Member Jack Ladd made comments of encouragement on this item.

PUBLIC HEARING ONLY, COUNCIL TOOK NO ACTION.

20. 10772 - AN ORDINANCE VACATING AND ABANDONING A 0.523-ACRE PORTION OF WEST PENNSYLVANIA AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MARIENFELD STREET AND WEST PENNSYLVANIA AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $45,563.76; 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. 10772.

Chief Planning & Development Officer Elizabeth Triggs provided Council with a brief overview of this item.

Mayor Blong opened the public hearing at 2:41 p.m.

The following Citizens made comments on this item relative to rights-of way: Shandi Williams

and Robin Campbell.

There being no one else wishing to speak, the public hearing was closed at 2:47 p.m.

City Attorney Nicholas Toulet-Crump spoke briefly on the legal requirements of rights-of-way.

Chief Planning & Development Officer Elizabeth Triggs reported on the application process.

John Burkholder 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

STAFF PRESENTATIONS

21. Strengthen and Sustain our Infrastructure — Update on Water

City Manager Tommy Gonzalez provided comments ahead of the presentation.

DRAFT

Public Works Officer & Utilities Director Carl Craigo provided Council with a brief presentation of the item.

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.)

City Attorney Nicholas Toulet-Crump clarified item #20 on this agenda regarding St. Ann's and Ordinance 9845 from 2018.

Robin Campbell (Citizen) spoke relative to several topics of general concern to include conflicts of interest and rights of way.

Shandi Williams (Citizen) spoke relative to general concern of the mass shooting on June 12, 2026.

Juandelle Lacy (Citizen) spoke relative to general concern, read Hebrews and said a prayer for Council.

Hank Garrick (Citizen) spoke relative to positive encouragement and thanked City Management and Council.

Deehona Wolfe (Citizen) spoke relative to positive encouragement and prayers for Council.

Braunwaun Burkholder (Citizen) spoke relative to general concern regarding the mass shooting on June 12, 2026, encouragement and thanked Council for their support.

Mayor Blong thanked Mrs. Burkholder for her kind words.

Rhonda Lacy (Citizen) spoke relative to positive remarks regarding public service and negative decorum during Council meetings.

Ernest Angelo Jr. (Former Mayor) spoke relative to positive comments.

Bella Silva (Citizen) spoke relative to general concern, read Isaiah 54 and thanked Council for their service.

This entire meeting may be heard and viewed online, along with the transcript, at https://midlandtx.new.swagit.com/videos/391989.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 3:40 p.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**

DRAFT

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

Discuss pending or contemplated litigation.

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

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

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

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

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

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

All the business at hand having been completed, the meeting adjourned at 4:48 p.m.

PASSED AND APPROVED July 21, 2026.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 4.
Meeting Date: July 21, 2026
To: City Council
From: Christy Weakland, Finance Director
Subject: MOTION ACCEPTING A DONATION IN THE AMOUNT OF $19,244.00 FROM THE TEXAS J REGIONAL ADVISORY COUNCIL; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND FIRE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF FUNDS TO THE FIRE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS

Purpose:
Authorize a motion to accept donation in the amount of $19,244 from JRAC, The Justice Regional Advisory Committee, to the Midland Fire Department.

Recommended Action:
Approve

Fiscal Impact:
Funds will be deposited to the Fire Technology and Equipment Fund and appropriated for said purpose.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
As part of the City's Regional EMS Participation, JRAC funds are received annually to assist with the Emergency Management purchases.

Attachments:
A. JRAC $19,244

Jamie Barton, Finance	Created/Initiated - 7/6/2026
Christy Weakland, Finance	Approved - 7/7/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

TEXAS J REGIONAL ADVISORY COUNCIL
GRANT ACCOUNT
P.O. BOX 60125
SAN ANGELO, TX 76906

PROSPERITY BANK
1301 N MECHANIC ST
EL CAMPO, TX 77437
88-2265/1131

11016

6/10/2026

PAY TO THE ORDER OF Midland Fire Department

$ **19,244.00

Nineteen Thousand Two Hundred Forty-Four and 00/100********** DOLLARS

Midland Fire Department
C/O ~~Manuel Heredia~~ Michael Tully
1500 W Wall Street
Midland, TX 79701

MEMO EMS County Pass Thru

AUTHORIZED SIGNATURE

Security features included. Details on back.

⑈011016⑈ ⑆113122655⑆ 2183379272⑈

ENDORSE HERE:

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
★ RESERVED FOR FINANCIAL INSTITUTION USE ★

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features:	Results of document alteration
Padlock Icon	• Alerts handler the document contains security features.
Chemical Protection	• Stains or spots appear with chemical alteration.
Security Screen	• Absence of "Original Document" verbiage on back of check.
Microprint	• Small type in check border and back signature lines, readable with a magnifying lens, appears as dots if copied or scanned.
Artificial Watermark	• Artificial watermark not visible on back of check when held at 45° angle.
Fluorescent Fibers	• Visible under ultraviolet light. Cannot be photocopied or scanned.
Void Pantograph	• The face of this document contains a colored check background. The word "VOID" appears on copies created by copiers or scanners.
Coin Reactive	• The back of check will not change color when rubbed with a coin.

★ FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

City of Midland
Finance - Utility Cashiers
300 N Loraine St
P.O. Box 1152
Midland, TX 79701
432-685-7100
Welcome

06/24/2026 03:39PM Malisa M.
21055361-0020
Payment effective date 06/24/2026

MISCELLANEOUS
MISC RECEIPT (MISC)
Description: MISC RECEIPT (MISC)
Reference 1: 260624GEN 2026 MISC
1 @ $19244.00 $19,244.00

$19,244.00

Subtotal $19,244.00
Total $19,244.00

CHECK $19,244.00
Check Number11016

Change due $0.00

Paid by: TEXAS J REGIONAL ADVISORY COUNCIL

Comments: MEDICAL SUPPLIES

Thank you for your payment!

CUSTOMER COPY

City Council Meeting

Item Number: 5.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT TO TARKETT SPORTS CONSTRUCTION FOR THE SCHARBAUER AUXILIARY FIELDS 5 & 6 PROJECT AT A COST OF $3,874,514.05; APPROVING $387,500.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding a contract for the Scharbauer Auxiliary Fields 5 & 6 Project to Tarkett Sports Construction for a cost of $3,874,514.05 plus $387,500.00 for project related expenses, and $640,816.95 for future amenities for a total of $4,912,831.00 from the Hotel Motel Fund for the Parks Department; appropriating funds in the project account; and authorizing payment.

Recommended Action:
Approve

Fiscal Impact:
Funding in the amount of $4,912,831 is available in the Hotel Motel Fund and will be appropriated to a project for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The City Manager approved plans and specifications and authorized advertisement for proposals for the Scharbauer Auxiliary Fields 5 & 6 Project. Proposals were sent to four hundred twenty-four (424) vendors, and forty-five (45) vendors viewed the proposal. We received two (2) proposals. Staff recommends awarding the contract to Tarkett Sports Construction. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for more information.

Therefore, please consider a resolution awarding a contract for the Scharbauer Auxiliary Fields 5 & 6 Project to Tarkett Sports Construction for a cost of $3,874,514.05 plus $387,500.00 for project related expenses, and $650,816.95 for future amenities for a total of $4,912,831.00 from the Hotel Motel Fund for the Parks Department; appropriating funds in the project account; and authorizing payment.

Attachments:

A. 7212026purchase to install SSCAux5-6memo Erika
B. RESO w EXH - Award Contract - SSC Fields 5 & 6 Reso w Exh
C. 25003613R Contract - Tarkett

Erika Munoz, General Services	Created/Initiated - 7/9/2026
Regina Stephenson, General Services	Approved - 7/9/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: June 26, 2026

To: Jose Ortiz, Deputy City Manager

From: Laurie M. Williams, Parks and Recreation Director

Subject: Multi-Purpose Auxiliary Fields 5 and 6 Construction at Scharbauer Sports Complex

A Request for Proposals was issued for the construction of the infrastructure to create two new Auxiliary Fields at the Scharbauer Sports Complex. This phase of the project will include the demolition, site grading, concrete work, drainage improvements, parking areas, fencing, irrigation and landscaping. Additional contracts will be utilized for the addition of artificial turf, sports field lighting, and a restroom/concession building. Three companies submitted proposals for the work.

After the scoring of the submittals was completed by a review team, one of the submittals was scored as "incomplete". The remaining two contractors were asked to submit their Best and Final Offer, addressing the particular items relating to earthwork, as well as addressing their proposed work schedules. After review, the committee determined that Tarkett Sports Construction provided the best overall proposal for completion of the work.

While a cost difference in the two proposals is noted as $314,000, the proposed number of working days had a significant impact on the scoring. Tarkett Sports Construction proposes a 150-calendar day completion schedule, while Cooper Construction proposed a 280-calendar day completion schedule. The 130-day difference would determine whether or not the new fields can be used for the Spring 2027 season. The significant loss of revenue from both field rentals and tournament economic impact exceeds the cost difference in the two proposals.

The Parks and Recreation Department recommends contracting with Tarkett Sports Construction to construct two artificial turf multi-purpose fields at the Scharbauer Sports Complex. The fields will be added to the existing red, yellow, blue and white auxiliary fields located at the complex. These fields are consistently rented and in high demand. The four existing auxiliary fields have hosted multiple football and soccer leagues, playoff games, and tournaments. The playoffs and tournaments regularly bring in teams from across the southwest region to play in Midland, resulting in measurable hotel/motel nights and generating business for restaurants and retail.

Tarkett's proposal is $3,874,514.05. The quote includes all engineering, materials, freight, installation, bonds, and warranty. An additional 10% in the amount of $387,500 is requested for project related costs that will arise, such as materials testing during construction. They propose a construction schedule of 150 calendar days.

The projected overall cost for the auxiliary fields addition at Scharbauer Sports Complex breaks out as follows:

*Tarkett Site Construction	$ 3,874,515
*Project Related Costs (10%)	$ 387,500
*Fieldturf Artificial Turf (quote + 10%)	$ 1,905,761
*MUSCO Field Lighting (quote + 10%)	$ 450,000
*Restroom/Concession building (quote + 10%)	$ 797,887
* Future purchase of additional amenities for fields	$ 650,816
(will include shade structures, bleachers scoreboards, and site furnishings)	$ 8,066,479 total

Staff recommends moving forward with Tarkett Sports Construction at a cost of $3,874,514.05 with an additional 10% amount of $387,500 for project related costs, for a total cost of $4,262,015. The total for the entire project is estimated at $8,066,479 and staff requests that the total funding be moved to a project at this time.

Funding in the amount of $8,066,479.00 is available in the Hotel Motel Fund, and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO TARKETT SPORTS CONSTRUCTION FOR THE SCHARBAUER AUXILIARY FIELDS 5 & 6 PROJECT AT A COST OF $3,874,514.05; APPROVING $387,500.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved plans and specifications and authorized advertisement of a request for proposals for the Scharbauer Auxiliary Fields 5 & 6 Project (the "Project"); and

WHEREAS, two proposals were received with the lowest responsible and best value proposal being submitted by Tarkett Sports Construction ("Contractor") for a cost of $3,874,514.05; and

WHEREAS, the City Council finds the amount proposed by Contractor 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 Contractor for the Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $387,500.00 for project-related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the Project at a cost of $3,874,514.05. 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 City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $968,628.50.

SECTION THREE. That the sum of $387,500.00 for project-related expenses is hereby approved.

SECTION FOUR. That the sum of $4,912,831.00 is available in the Hotel Motel Fund and shall be appropriated to a project established for the purpose set forth herein.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Contractor in accordance with the provisions of the above-referenced contract and change orders executed in accordance with this resolution 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

25003613R

THIS CONTRACT, effective the 22 day of July, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Tarkett Sports Construction hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 3,874,514.05 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the replacement of the netting at the Bill Williams Softball Complex. 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. **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 150 calendar days after release to proceed.

9. **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.

10. **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.

11. **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:

11.1. Defective work not remedied; or

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

11.3. 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

11.4. 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.

12. **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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work..

13. **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.

13.1. 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.

14. **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.

15. **Payment:Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

15.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. 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 CITY or the CITY'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.

16. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

16.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the

awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

16.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

16.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

16.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

16.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY.**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, 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.

16.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

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. **WAIVER: IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER THIS CONTRACT. THIS SECTION SHALL NOT APPLY TO COMPANY'S OBLIGATION TO PAY LIQUIDATED DAMAGES PURSUANT TO 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, Interim 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 Tarkett Sports Construction, 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 _____

City of Midland
RFP No. 26003613R
Best And Final Offer

Tarkett Sports Construction – Texas
5245 E FM 1187
Burleson, TX 76028

City of Midland
Erika Martinez, Purchasing Manager
300 N. Loraine St
Midland, TX 79702

June 12, 2026

RE: BAFO For Scharbauer Auxiliary Field Infrastructure

Dear Ms. Martinez,

On behalf of Tarkett Sports Construction, it is our pleasure to provide the City of Midland with our enclosed Best and Final Offer for the Scharbauer Park project.

Since submitting our original proposal, our team has continued working closely with key subcontractors and suppliers to further refine both pricing and project execution strategies. Through additional scope coordination, schedule optimization, and subcontractor negotiations, we have been able to reduce our proposal amount while also shortening the anticipated construction duration from 200 calendar days to approximately 150 calendar days.

Based on the current schedule and subject to City Council approval, we anticipate mobilization in September 2026 with substantial completion targeted for early March 2027. In addition, we have completed material buyout reviews for major project components, including the specified 8-inch aggregate base required beneath asphalt surfaces, and have confirmed pricing for the anticipated duration of the project without additional material escalation.

The project will generally be executed in two primary phases: demolition and site development. Demolition activities are expected to be completed within approximately 30 days of mobilization. The site development phase will encompass the balance of the construction schedule and includes significant earthwork operations necessary to establish final site grades, roadway modifications, and athletic field construction. Through detailed planning and coordination, our team has developed an efficient sequencing strategy designed to maximize productivity while minimizing potential conflicts among trades and project stakeholders.

Tarkett Sports Construction remains committed to delivering a high-quality facility that provides exceptional value to the City of Midland. We are confident that our experience, construction approach, and commitment to schedule and budget make us the best partner for this project. We appreciate the opportunity to serve the City of Midland and look forward to working with you and your team on this exciting project.

Regards,

Lisa Thoma
Director of Estimating
Tarkett Sports Construction

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Numeric Unit Price	Total Cost
General Conditions							
Success: All values provided	Bid	#1-1	Site Prep & mobilization (SWPPP, Mobilization, Construction Fencing)	1	LS	$ 134,991.00	$ 134,991.00
Basket Total							$ 134,991.00
Demolition							
Success: All values provided	Bid	#2-1	Curb Removal	1588	LF	$ 9.44	$ 14,990.72
Success: All values provided	Bid	#2-2	Flatwork Removal	4149	SF	$ 4.17	$ 17,301.33
Success: All values provided	Bid	#2-3	Utility Demolition	1	LS	$ 81,730.50	$ 81,730.50
Success: All values provided	Bid	#2-4	Fencing Removal	500	LF	$ 5.00	$ 2,500.00
Success: All values provided	Bid	#2-5	Tree Removal	3	EA	$ 450.00	$ 1,350.00
Success: All values provided	Bid	#2-6	Roadway Demolition	6790	SY	$ 50.85	$ 345,271.50
Basket Total							$ 463,144.05
Site Developing & Parking							
Success: All values provided	Bid	#3-1	Earthwork (Amend Soil, Rough & Fine Grading to Ensure Positive Site Drainage before Sodding - Includes Required Haul-off & Import)	328725	SF	$ 3.72	$ 1,222,857.00
Success: All values provided	Bid	#3-2	Flagger	7	MO	$ 2,892.00	$ 20,244.00
Success: All values provided	Bid	#3-3	Site Drainage (Storm Drainag Pipe, Drain Inlets, Headwall, and Manholes)	1	LS	$ 202,734.22	$ 202,734.22
Success: All values provided	Bid	#3-4	Utility Drainage (Water PVC, Plumber, Electrical Conduit)	1	LS	$ 145,061.65	$ 145,061.65
Success: All values provided	Bid	#3-5	Parking Lot Curb & Gutter	2055	LF	$ 45.38	$ 93,255.90
Success: All values provided	Bid	#3-6	Import of TxDOT #247 (Import and place #247 at parking lot and roadway at 8" depth)	85687	SF	$ 1.95	$ 167,089.65
Success: All values provided	Bid	#3-7	Asphalt & Striping	85687	SF	$ 5.09	$ 436,146.83
Success: All values provided	Bid	#3-8	Flatwork (4" Thick Concrete Flatwork with Fiber Reinforcement)	20900	SF	$ 9.48	$ 198,132.00
Success: All values provided	Bid	#3-9	Fencing Mow-Strip	1575	LF	$ 35.33	$ 55,644.75
Success: All values provided	Bid	#3-10	8' 3-Rail Ornamental Fencing	1575	LF	$ 210.00	$ 330,750.00
Success: All values provided	Bid	#3-11	Entrance Gate	1	LS	$ 20,000.00	$ 20,000.00
Success: All values provided	Bid	#3-12	Irrigation & Landscape	1	LS	$ 384,463.00	$ 384,463.00
Basket Total							$ 3,276,379.00
Grand Total							$ 3,874,514.05

No.	Item Description	Quantity	Unit	Unit Price	Total
	Site Development & Parking				
8	Earthwork	328725	SF	$ 3.72	$ 1,222,857.00
	(Amend Soil, Rough & Fine Grading to Ensure Positive Site Drainage before Sodding - Includes Required Haul-off & Import)				
	Earthwork Movement	**16741**	**CY**		
	Site	5953	CY		
	Sod Area	5360	CY		
	Parking Lots	4364	CY		
	Flatwork Area	1064	CY		
	Haul-off of Spoils	550	LD	$ 275.00	$ 151,250.00
	Volume of Haul-off Spoils	12100	CY		
	Amended Soil Import (Sod)	1340	CY	$ 72.85	$ 97,619.00
	7 Man Crew - Hotel & Per Diem	85	DY	$ 5,800.00	$ 493,000.00
	Equipment - Blades, Dozers, Rollers	85	DY	$ 4,720.00	$ 401,200.00

No Exclusions to construction documents
No Allowances or contigencies

The site earthwork takes into account the removal of the highest point of the site that is currently under the roadway; this area must be cut out to prepare the final grade of the site. This is an export site with a large amount of haul-off of spoils which is a substantial cost item; we will relocate a portion of the spoils to meet grade as needed.

City of Midland
Erika Martinez, Purchasing Manager
300 N. Loraine St
Midland, TX 79702

June 12, 2026

RE: BAFO For Scharbauer Auxiliary Field Infrastructure

Dear Ms. Martinez,

On behalf of Tarkett Sports Construction, it is our pleasure to provide the City of Midland with our enclosed Best and Final Offer for the Scharbauer Park project.

Since submitting our original proposal, our team has continued working closely with key subcontractors and suppliers to further refine both pricing and project execution strategies. Through additional scope coordination, schedule optimization, and subcontractor negotiations, we have been able to reduce our proposal amount while also shortening the anticipated construction duration from 200 calendar days to approximately 150 calendar days.

Based on the current schedule and subject to City Council approval, we anticipate mobilization in September 2026 with substantial completion targeted for early March 2027. In addition, we have completed material buyout reviews for major project components, including the specified 8-inch aggregate base required beneath asphalt surfaces, and have confirmed pricing for the anticipated duration of the project without additional material escalation.

The project will generally be executed in two primary phases: demolition and site development. Demolition activities are expected to be completed within approximately 30 days of mobilization. The site development phase will encompass the balance of the construction schedule and includes significant earthwork operations necessary to establish final site grades, roadway modifications, and athletic field construction. Through detailed planning and coordination, our team has developed an efficient sequencing strategy designed to maximize productivity while minimizing potential conflicts among trades and project stakeholders.

Tarkett Sports Construction remains committed to delivering a high-quality facility that provides exceptional value to the City of Midland. We are confident that our experience, construction approach, and commitment to schedule and budget make us the best partner for this project. We appreciate the opportunity to serve the City of Midland and look forward to working with you and your team on this exciting project.

Regards,

Lisa Thoma
Director of Estimating
Tarkett Sports Construction

	Total
$	1,222,857.00
ort)	
$	151,250.00
$	97,619.00
$	493,000.00
$	401,200.00

f haul-off

COMPANY OVERVIEW

01 COMPANY OVERVIEW

Legal Entity Name: Dynamic Base Construction LLC dba Tarkett Sports Construction
Parent Company: Tarkett Sports (a division of Tarkett S.A.)
Headquarters: 5245 E FM 1187, Burleson, TX 76028
Texas Operations Office: 5245 E FM 1187, Burleson, TX 76028
Year Established: Established 2014
Texas Contractor License: Not required for this project type in Texas
Entity Type: LLC (Limited Liability Company)

Tarkett Sports Construction is the design-build and general contracting arm of Tarkett Sports — North America's leading sports surface company. Where most general contractors enter the sports construction market as an extension of their broader commercial practice, Tarkett Sports Construction was purpose-built for this vertical. Our team designs, builds, and installs every component of an athletic complex under a single contract — from civil and grading through synthetic turf, track systems, lighting, and vertical structures. This integrated delivery model eliminates the coordination risk, scope gaps, and value engineering tradeoffs that occur when a GC subcontracts athletics work to specialists they don't fully understand.

Our owner relationships in the Texas K-12 and university athletics market were built on performance and repeat work — not proposals. Midland and similar communities benefit from a contractor who has built dozens of facilities for comparable programs across West Texas, understands the budget realities of rural school districts, and shows up with the same team from design through closeout.

02 PROJECT DELIVERY CAPABILITIES

- Design-Build (Prime — Architecture, Civil, Construction under a single contract)
- General Contracting (GC) — Hard Bid and Negotiated
- Construction Manager — CM-at-Risk/GMP
- Design Assist — Collaborative preconstruction with owner's design team
- Preconstruction Services — Estimating, value engineering, constructability review, phasing strategy

03 SELF-PERFORM CAPABILITIES

Tarkett Sports Construction self-performs the core scopes of work that define athletic facility quality — the elements most GCs are forced to subcontract to specialists they cannot fully evaluate:

- Synthetic Turf Installation (FieldTurf, GrassMaster, Tarkett Sports Indoor product lines)
- Polyurethane and Latex Track Systems (Beynon)
- Athletic Surface Civil Work — Subgrade preparation, drainage design and installation, grading
- Court Surfaces — Hard court resurfacing and installation (ClassicCourt)
- Earthwork
- Concrete
- Subsurface Utilities

04 BONDING & INSURANCE

Surety / Bonding Company: Chubb Group of Insurance Companies — Rated A++ AM Best, FSC XV
Bonding Agent: McGriff Insurance Services, LLC — Jeffrey M. Wilson — (908) 903-2000
Single Project Bond Limit: $250,000,000
Aggregate Bond Limit: $1,000,000
General Liability — Per Occurrence: $2,000,000
General Liability — Aggregate: $5,000,000
Workers Compensation: Policy in place — details available upon request
Umbrella / Excess: Available upon request
Professional Liability (if applicable): Available upon request — applicable to design-build engagements
Insurance Agent / Broker: McGriff Insurance Services, LLC — Jeffrey M. Wilson — (908) 903-2000

05 SAFETY PERFORMANCE

Experience Modification Rate (EMR): 0.59 (3-year average)
TRIR (Total Recordable Incident Rate): 0.00 (TSC-TX field crews, Q1 2026)
DART Rate: 0.00 (TSC-TX field crews, Q1 2026)

- OSHA 30-Hour certification maintained by all project management and field supervision personnel
- Dedicated safety program with project-specific safety plans developed for every engagement
- Procore-integrated safety tracking on all active projects; site-specific safety plans developed for every engagement; weekly toolbox talks at all project sites

06 CURRENT PROJECTS / ACTIVE BACKLOG

Tarkett Sports Construction currently has approximately 50 projects under active construction or preconstruction across Texas and surrounding states, representing $49.7M in contracted work. The breadth of this portfolio reflects the strength of our owner relationships and the recurring nature of our work with school districts, universities, and municipalities in the sports construction vertical. A complete project list is available upon request.

PORTFOLIO METRIC	CURRENT STATUS
Active Projects Under Construction	~50
Total Active Construction Volume	$49.7M
Texas Projects	Majority Texas-based
K-12 / ISD Athletic Facility Projects (Active)	7
Design-Build Projects (Active)	7
Largest Single Active Project Value	$23,000,000

Select Current Projects

Project	Owner / Client	Location	Value	Delivery
Matador Baseball & Softball Complex	Seguin ISD	Seguin, TX	$9,278,133	GC (Self-Perform)
Three Rivers HS Athletics	Three Rivers ISD	Three Rivers, TX	$7,425,000	Design-Build
Old Settlers Park	City of Round Rock	Round Rock Tx	$23,000,000	Super Sub

Tarkett Sports Construction maintains current capacity to commit the full proposed project team to the Scharbauer Park Improvements project. The proposed team members identified in the below are available and designated for this pursuit.

07 REPRESENTATIVE COMPLETED PROJECTS

Project	Owner / Client	Location	Value	Delivery
Doug Russell Aquatic Center	City of Midland	Midland, TX	$6,563,439	Design-Build
Ira ISD Athletics Complex	Ira ISD	Ira, TX	$12,224,227	Design-Build
Trinity University Baseball & Softball	Trinity University	San Antonio, TX	$3,928,527	Design-Build
Matador Baseball & Softball Complex	Seguin ISD	Seguin, TX	$9,278,133	GC (Self-Perform)
Southwest & Legacy HS Multi-Field	Southwest ISD	San Antonio, TX	$3,561,722	Design-Build

08 LICENSES, REGISTRATIONS & CERTIFICATIONS

Texas General Contractor License: Not required for this project type in Texas
Texas HUB Status: No — VetHUB N/A
MWBE Certification: HMMB52663N0227
SBE Certification: HMSB52663N0227

Team Member Certifications:

- Brandon Gaeke — Certified Professional Constructor (CPC), OSHA 30, Lean Six Sigma Green Belt, AGC Lean Instructor
- Jesus Marquez — OSHA 30, OSHA 10, CQC (Corps of Engineers), ACI Concrete Testing

10 FINANCIAL & PROFESSIONAL REFERENCES

Tarkett Sports Construction can provide bank, surety, and CPA references upon request. Contact information available under separate cover or upon execution of an NDA if required.

02 - EXPERIENCE & REFERENCES



IRA ISD

Tarkett Sports delivered a comprehensive design-build athletics complex for Ira ISD at Ira High School in Ira, Texas, transforming the campus into a cohesive hub for student-athletes and the community. The project included a full football and track stadium, alongside new baseball and softball fields—each equipped with bleachers and press boxes to enhance the game-day experience. Supporting facilities were thoughtfully integrated, including a shared covered batting cage for both programs, a concessions and restrooms building, and a fully equipped field house featuring locker rooms, coaches' and officials' offices, and ample storage. All competition venues were outfitted with modern sports lighting, ensuring optimal visibility and extended usability for practices and events.

A defining feature of the complex is its well-designed spectator concourse, which seamlessly connects each venue and encourages movement and interaction throughout the site. This central gathering space not only improves circulation but also fosters a strong sense of community, highlighted by a mini play field where younger children can stay active while attending games. The addition of a dedicated parking lot further supports accessibility and convenience for visitors. Altogether, the project reflects Tarkett Sports' commitment to delivering high-quality, multi-use athletic environments that serve both competitive needs and community engagement.

CONSTRUCTION COST
$12,224,227.27

COMPLETION DATE
09/2025

OWNER CONTACT
Garrett Luft, Superintendent
325-573-2628 ext. 122
120 N. IRA Street
Ira, Texas 79527

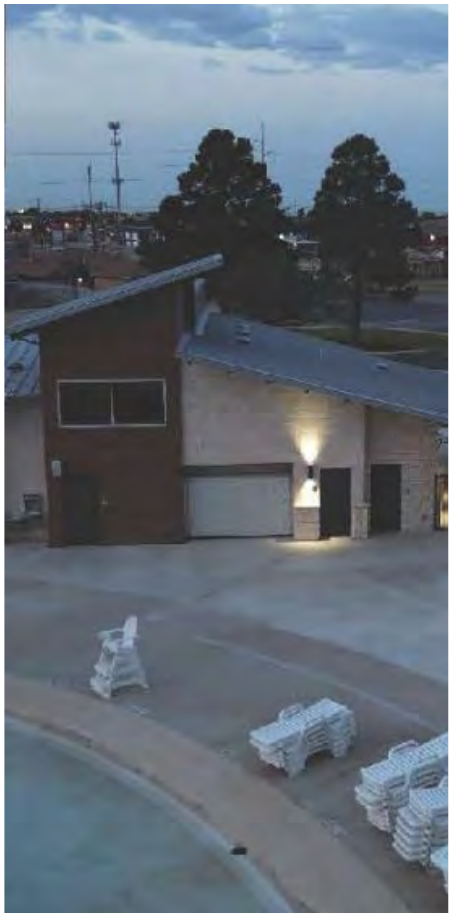
CONTRACTOR NAME
FieldTurf by Tarkett Sports

DESIGN TEAM
Travis Rice, PLA & Kylie Rittimann, PE (Site)
3-Axis Civil Engineers (Civil Engineer)
Fincher Engineering (MEP)

KEY PERSONNEL INVOLVEMENT
Travis Rice, Director of Design
Aaron Kirby, Account Lead
Jesus Marquez, Construction PM
Lisa Thoma, Preconstruction
Kylie Rittimann, PE, Civil Engineer

02 - EXPERIENCE & REFERENCES





DOUG RUSSELL AQUATIC CENTER

The Doug Russell Aquatic Center project is a **7,500 SF ground-up facility** delivered for the City of Midland. Completed in May 2025, the project consists of two adjoining buildings designed to support both recreational and operational functions of the aquatic center. This project also included the **demolition of the existing facility** to make way for the new construction. The primary structure houses **men's and women's restrooms, showers, and locker rooms**, along with a covered pavilion/event space. The secondary structure includes an administration office, lifeguard locker room, break room, and concession area. Both buildings are connected by a covered mezzanine-style entrance, which serves as the main entry and ticketing area, providing protection and a welcoming focal point for visitors. In addition to vertical construction, the project included full site development, including landscaping, irrigation systems, parking lot construction, and accessibility improvements. The design emphasizes durability, functionality, and modern aesthetics, utilizing masonry and metal roofing systems to ensure long-term performance with minimal maintenance. Despite a tight schedule driven by the aquatic center's reopening date of May 30, 2025, the project was successfully delivered on time, ensuring the facility was ready for the start of the season.

CONSTRUCTION COST
$6,563,439.00

COMPLETION DATE
05/2025

OWNER CONTACT
Laurie Williams
Director of Parks and Recreation
432.685.7370
300 N. Loraine
Midland, Texas 79701

CONTRACTOR NAME
Tarkett Sports Construction

DESIGN TEAM
Level 5, Architecture Dunaway, Civil

KEY PERSONNEL INVOLVEMENT
Jesus Marquez, Project Manager
Andy Dominguez, Project Engineer

02 - EXPERIENCE & REFERENCES



MATADOR BASEBALL AND SOFTBALL COMPLEX

Currently under construction, Seguin High School's Matador Baseball and Softball Complex is a ground up facility including synthetic turf baseball and softball fields, dugouts, a restroom and concessions building, sports lighting, netting, and all related infrastructure. FieldTurf assisted pb Group with field design and grading as well as self per formed the drainage design for the turf's subsurface drainage system after coordinating tie-in locations and storm water requirements with Dunaway. While not a design-build project, FieldTurf and the Architects and Engineers worked closely prior to award to fine tune some of the details and provide the owner with a state-of-the-art complex that utilizes durable materials and practical solutions that don't break the bank!

Tarkett Sports Construction self per formed most of the work and utilized preferred subcontractors for work related to netting, lighting, and vertical construction. This project was delivered ahead of schedule, completing in October 2024.
As a group we are very proud to bring this project to fruition for Seguin ISD and its athletes, coaches, and community stakeholders.

CONSTRUCTION COST
$9,278,133.00

COMPLETION DATE
10/2024

OWNER CONTACT
Craig Dailey, Athletic Director
830.660.0296
1315 Cedar Street
Seguin, Texas 78155

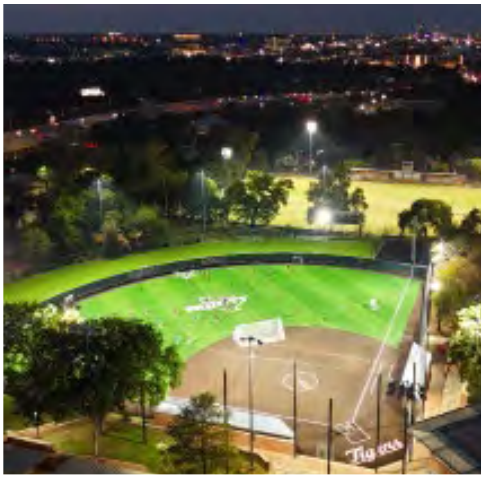
CONTRACTOR NAME
FieldTurf

DESIGN TEAM
PbGroup, Architecture
Dunaway, Civil
Cooper Lochte, Landscape
SPB, Structural
MEP, Mech, Elect, Plumbing

KEY PERSONNEL INVOLVEMENT
Travis Rice, Design Assist
Cruz Leon, Athletic Field Construction
Jesus Marquez, Superintendant
Matt Parsons, Quality Control
Florin Popa, Architect

02 - EXPERIENCE & REFERENCES







TRINITY UNIVERSITY

After completing multiple successful projects, Trinity University hired FieldTurf to design and build major improvements to the campus' baseball and softball fields. The scope of work included demolition and reconstruction of dugouts, synthetic turf conversion, backstop netting, and sports lighting at both fields. The dugout improvements were based on a practical approach utilizing durable materials that will stand the test of time while also providing a sense of pride with the quality of the design. The layout of the baseball field was completely redesigned to provide the team with much needed of field training areas that included flexible hitting tunnels, additional bullpen areas, and unprogrammed areas for skills training. The softball team also benefited from additional batting cages and bullpen space.

Like most athletic field projects there are tight deadlines based around each sport's season. Here at Trinity, we completed both fields in between seasons for both baseball and softball even with some owner requested design changes after the start of construction. This showcases what differentiates us from our competitors. Because we self-per form a large portion of the work we are able to pivot when an owner requests a revision to the design to improve the project through quality or value and we pride ourselves on transparency when changes like these occur.

CONSTRUCTION COST
$3,928,527.00

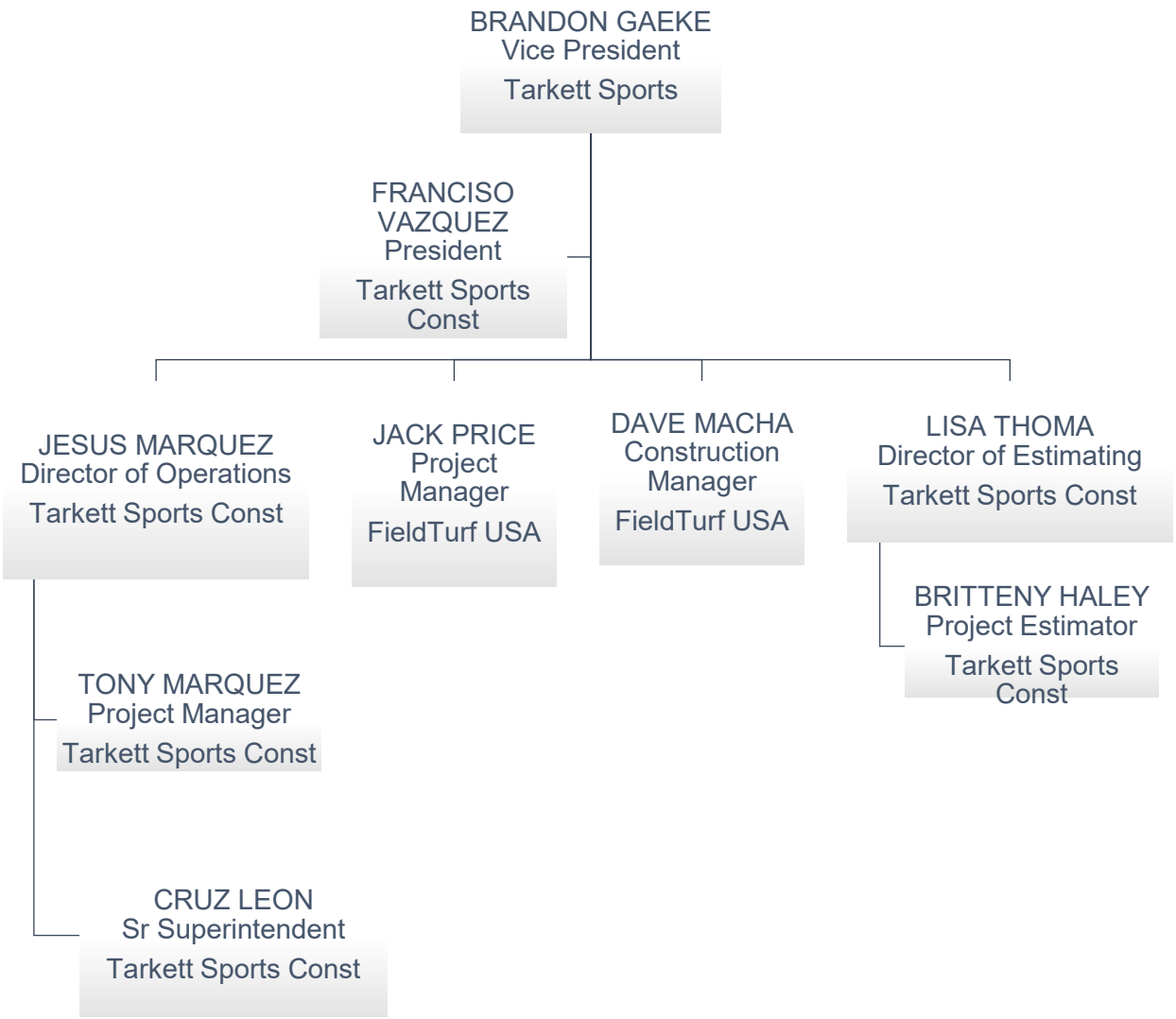
COMPLETION DATE
12/2022

OWNER CONTACT
Seth Asbury, Assistant Athletic Director – Facilities
210.999.7823
One Trinity Place
San Antonio, Texas 78212

CONTRACTOR NAME
FieldTurf

KEY PERSONNEL INVOLVEMENT
Travis Rice, Design Lead
Cruz Leon, Superintendent
Jesus Marquez, Construction PM
Alpha Consulting Engineers, Structural

03 - OUR TEAM OF EXPERTS



03 - OUR TEAM OF EXPERTS



Brandon Gaeke, CPC

Regional Vice President - Texas

Brandon is an accomplished construction executive with 27 years of experience overseeing nearly $1.3 billion in built work across commercial, institutional, and mission-critical environments. His career spans senior leadership roles at Turner Construction, Adolfson & Peterson, and Webber, where he launched regional offices, built high-performing teams, and delivered complex projects in K-12, healthcare, higher education, justice, aviation, federal, and data center sectors. A Certified Professional Constructor and LEAN Six Sigma practitioner, Brandon leads Tarkett Sports Construction's Texas expansion into full-scope vertical construction of sports and athletics facilities.

EDUCATION

Texas A&M University

B.S., Construction Science

CERTIFICATIONS

OSHA 30hr

Certified Professional Constructor

Lean Six Sigma – Green Belt

AGC Lean Instructor

INDUSTRY EXPERIENCE

27 Years
1 Year with Tarkett Sports Construction

Project Experience

Potter County Courthouse
Amarillo, Texas

Rockwall County Jail Expansion & Renovation
Rockwall, Texas

Cross Creek Mental Health Hospital
San Angelo, Texas

SAISD School Program — Multi-Campus
San Antonio, Texas

Microsoft Data Center — Des Moines
Des Moines, Iowa

Northside ISD — Marshall Magnet High School
San Antonio, Texas

Baylor Scott & White Mec Renovation
Temple, Texas

Valley International Airport ATCT
Harlingen, Texas

Bexar County Jail Additions & Renovations
San Antonio, Texas

Kendall County Jail & Sheriff's Office
Boerne, Texas

Bexar County Jail HVAC/Roof Replacement
San Antonio, Texas

Sunrise Mental Health Hospital
Lubbock, Texas

03 - OUR TEAM OF EXPERTS



Lisa Thoma

Pre-construction / Estimating Director

For over 25 years Lisa has been involved in the construction industry providing pre-construction and estimating services across multiple sectors. For nearly 10 years her sole focus has been on athletics projects. For the last two years Lisa has led the estimating team for Tarkett Sports Construction, bringing her strong relationships with sub-contractors and vendors to bear on her projects. With Lisa at the helm, Tarkett Sports Construction has been able to broaden their pre-construction services by providing owners and the architecture and engineering sector with accurate and timely information that add value to every project.

EDUCATION

UNIVERSITY OF TEXAS-SAN ANTONIO
Bachelor of Science, Architecture
Bachelor of Arts, Sociology

INDUSTRY EXPERIENCE

20 Years
2 years with Tarkett Sports Construction

PROJECT EXPERIENCE

Navarro high school softball field improvements
Seguin, Texas

Reyes Mashburn Nelms Athletic Complex
Midland, Texas

Trinity Christian Academy Baseball and Softball Improvements
Addison, Texas

Elkhart High School Track Replacement
Elkhart, Texas

Southwest And Sw Legacy Baseball and Softball Field Improvements
San Antonio, Texas

Sam Houston State - Bowers Stadium Improvements
Huntsville, Texas

Dallas College - Mountain View Campus Soccer Field
Dallas, Texas

Sam Houston State Softball Field Improvements
Huntsville, Texas

Seguin High School Baseball and Softball Complex
Seguin, Texas

03 - OUR TEAM OF EXPERTS



Jesus Marquez

Project Manager

Jesus brings over 16 years of experience to the project team and will be tasked with managing the construction of the proposed athletic complex. He strives to organize the construction process around proper scheduling and working within each project budget. Jesus has managed a variety of project types including multi-purpose facilities, athletic complexes, municipal projects, and K-12 facilities. Jesus is currently managing the construction of Seguin High School's new Baseball and Softball Complex and led the construction activities for Navarro's latest Softball Field Improvement Project.

EDUCATION

El Paso Community College
Construction Management

CERTIFICATIONS

30 HR OSHA Certified
10 HR OSHA Certified
Contractors Quality Control (CQC)
Certification by Corps of Engineers
ACI Concrete Testing Certification

INDUSTRY EXPERIENCE

16 Years
6 Years with Tarkett Sports Construction

PROJECT EXPERIENCE

Seguin High School Baseball and Softball Complex
Seguin, Texas

Navarro High School Softball Field Improvements
Seguin, Texas

University Of North Texas Artificial Turf
Denton, Texas

Dallas ISD - High School Field Conversions and Track Improvements
Dallas, Texas

Blanco High School Baseball and Softball Field Improvements
Blanco, Texas

Trinity University Baseball and Softball Field Improvements
San Antonio, Texas

Mesquite ISD / City of Mesquite Girls Softball Complex
Mesquite, Texas

Dallas College - Eastfield Campus Baseball Field Improvements
Mesquite, Texas

Robstown ISD - Football, Baseball, Softball, And Track Improvements
Robstown, Texas

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. 05292026

KNOW ALL MEN BY THESE PRESENTS, THAT Dynamic Base Construction, LLC d/b/a Tarkett Sports Construction

(hereinafter called the Principal), as Principal, and Federal Insurance 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 Amount Bid DOLLARS ($ 5%), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to Scharbauer Sports Complex - Auxiliary Fields 5 & 6 City of Midland, Texas Bid No. 26003613R.

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 29th day of May, 20 26 .

SEAL

Dynamic Base Construction, LLC d/b/a Tarkett Sports Construction
Principal

By _____

Address 5245 E FM 1187
Burleson, TX 76028

Federal Insurance Company
Surety

By _____
Jeffrey M. Wilson, Attorney-in-Fact

FEDERAL INSURANCE COMPANY INDIANA

Address 202B Hall's Mill Road
Whitehouse Station, NJ 08889

APPROVED AS TO FORM:

_____
City Attorney

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 7th day of **May, 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this 7th day of **May, 2025** before me, a Notarial Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company **entered into in the ordinary course of business (each a "Written Commitment"):**

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the C**ompany, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such writt**en delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the e**xercise of any such power or authority otherwise validly granted or vested."**

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY **(the "Companies") do hereby certify that**

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 29, 2026

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB®

SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, FEDERAL INSURANCE COMPANY ("FEDERAL") has authorized its respective Attorneys-in-Fact to affix FEDERAL'S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

FEDERAL INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



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

---

* 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

25003613R

THIS CONTRACT, effective the 22 day of July, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Tarkett Sports Construction hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 3,874,514.05 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the replacement of the netting at the Bill Williams Softball Complex. 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. **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 150 calendar days after release to proceed.

9. **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.

10. **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.

11. **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:

11.1. Defective work not remedied; or

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

11.3. 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

11.4. 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.

12. **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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work..

13. **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.

13.1. 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.

14. **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.

15. **Payment:Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

15.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. 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 CITY or the CITY'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.

16. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

16.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the

awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

16.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

16.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

16.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

16.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY.**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, 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.

16.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

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. **WAIVER: IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER THIS CONTRACT. THIS SECTION SHALL NOT APPLY TO COMPANY'S OBLIGATION TO PAY LIQUIDATED DAMAGES PURSUANT TO 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, Interim 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 Tarkett Sports Construction, 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 _____

City of Midland
RFP No. 26003613R
Best And Final Offer

Tarkett Sports Construction – Texas
5245 E FM 1187
Burleson, TX 76028

City of Midland
Erika Martinez, Purchasing Manager
300 N. Loraine St
Midland, TX 79702

June 12, 2026

RE: BAFO For Scharbauer Auxiliary Field Infrastructure

Dear Ms. Martinez,

On behalf of Tarkett Sports Construction, it is our pleasure to provide the City of Midland with our enclosed Best and Final Offer for the Scharbauer Park project.

Since submitting our original proposal, our team has continued working closely with key subcontractors and suppliers to further refine both pricing and project execution strategies. Through additional scope coordination, schedule optimization, and subcontractor negotiations, we have been able to reduce our proposal amount while also shortening the anticipated construction duration from 200 calendar days to approximately 150 calendar days.

Based on the current schedule and subject to City Council approval, we anticipate mobilization in September 2026 with substantial completion targeted for early March 2027. In addition, we have completed material buyout reviews for major project components, including the specified 8-inch aggregate base required beneath asphalt surfaces, and have confirmed pricing for the anticipated duration of the project without additional material escalation.

The project will generally be executed in two primary phases: demolition and site development. Demolition activities are expected to be completed within approximately 30 days of mobilization. The site development phase will encompass the balance of the construction schedule and includes significant earthwork operations necessary to establish final site grades, roadway modifications, and athletic field construction. Through detailed planning and coordination, our team has developed an efficient sequencing strategy designed to maximize productivity while minimizing potential conflicts among trades and project stakeholders.

Tarkett Sports Construction remains committed to delivering a high-quality facility that provides exceptional value to the City of Midland. We are confident that our experience, construction approach, and commitment to schedule and budget make us the best partner for this project. We appreciate the opportunity to serve the City of Midland and look forward to working with you and your team on this exciting project.

Regards,

Lisa Thoma
Director of Estimating
Tarkett Sports Construction

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Numeric Unit Price	Total Cost
General Conditions							
Success: All values provided	Bid	#1-1	Site Prep & mobilization (SWPPP, Mobilization, Construction Fencing)	1	LS	$ 134,991.00	$ 134,991.00
Basket Total							$ 134,991.00
Demolition							
Success: All values provided	Bid	#2-1	Curb Removal	1588	LF	$ 9.44	$ 14,990.72
Success: All values provided	Bid	#2-2	Flatwork Removal	4149	SF	$ 4.17	$ 17,301.33
Success: All values provided	Bid	#2-3	Utility Demolition	1	LS	$ 81,730.50	$ 81,730.50
Success: All values provided	Bid	#2-4	Fencing Removal	500	LF	$ 5.00	$ 2,500.00
Success: All values provided	Bid	#2-5	Tree Removal	3	EA	$ 450.00	$ 1,350.00
Success: All values provided	Bid	#2-6	Roadway Demolition	6790	SY	$ 50.85	$ 345,271.50
Basket Total							$ 463,144.05
Site Developing & Parking							
Success: All values provided	Bid	#3-1	Earthwork (Amend Soil, Rough & Fine Grading to Ensure Positive Site Drainage before Sodding - Includes Required Haul-off & Import)	328725	SF	$ 3.72	$ 1,222,857.00
Success: All values provided	Bid	#3-2	Flagger	7	MO	$ 2,892.00	$ 20,244.00
Success: All values provided	Bid	#3-3	Site Drainage (Storm Drainag Pipe, Drain Inlets, Headwall, and Manholes)	1	LS	$ 202,734.22	$ 202,734.22
Success: All values provided	Bid	#3-4	Utility Drainage (Water PVC, Plumber, Electrical Conduit)	1	LS	$ 145,061.65	$ 145,061.65
Success: All values provided	Bid	#3-5	Parking Lot Curb & Gutter	2055	LF	$ 45.38	$ 93,255.90
Success: All values provided	Bid	#3-6	Import of TxDOT #247 (Import and place #247 at parking lot and roadway at 8" depth)	85687	SF	$ 1.95	$ 167,089.65
Success: All values provided	Bid	#3-7	Asphalt & Striping	85687	SF	$ 5.09	$ 436,146.83
Success: All values provided	Bid	#3-8	Flatwork (4" Thick Concrete Flatwork with Fiber Reinforcement)	20900	SF	$ 9.48	$ 198,132.00
Success: All values provided	Bid	#3-9	Fencing Mow-Strip	1575	LF	$ 35.33	$ 55,644.75
Success: All values provided	Bid	#3-10	8' 3-Rail Ornamental Fencing	1575	LF	$ 210.00	$ 330,750.00
Success: All values provided	Bid	#3-11	Entrance Gate	1	LS	$ 20,000.00	$ 20,000.00
Success: All values provided	Bid	#3-12	Irrigation & Landscape	1	LS	$ 384,463.00	$ 384,463.00
Basket Total							$ 3,276,379.00
Grand Total							$ 3,874,514.05

No.	Item Description	Quantity	Unit	Unit Price	Total
	Site Development & Parking				
8	Earthwork	328725	SF	$ 3.72	$ 1,222,857.00
	(Amend Soil, Rough & Fine Grading to Ensure Positive Site Drainage before Sodding - Includes Required Haul-off & Import)				
	Earthwork Movement	**16741**	**CY**		
	Site	5953	CY		
	Sod Area	5360	CY		
	Parking Lots	4364	CY		
	Flatwork Area	1064	CY		
	Haul-off of Spoils	550	LD	$ 275.00	$ 151,250.00
	Volume of Haul-off Spoils	12100	CY		
	Amended Soil Import (Sod)	1340	CY	$ 72.85	$ 97,619.00
	7 Man Crew - Hotel & Per Diem	85	DY	$ 5,800.00	$ 493,000.00
	Equipment - Blades, Dozers, Rollers	85	DY	$ 4,720.00	$ 401,200.00

No Exclusions to construction documents
No Allowances or contigencies

The site earthwork takes into account the removal of the highest point of the site that is currently under the roadway; this area must be cut out to prepare the final grade of the site. This is an export site with a large amount of haul-off of spoils which is a substantial cost item; we will relocate a portion of the spoils to meet grade as needed.

City of Midland
Erika Martinez, Purchasing Manager
300 N. Loraine St
Midland, TX 79702

June 12, 2026

RE: BAFO For Scharbauer Auxiliary Field Infrastructure

Dear Ms. Martinez,

On behalf of Tarkett Sports Construction, it is our pleasure to provide the City of Midland with our enclosed Best and Final Offer for the Scharbauer Park project.

Since submitting our original proposal, our team has continued working closely with key subcontractors and suppliers to further refine both pricing and project execution strategies. Through additional scope coordination, schedule optimization, and subcontractor negotiations, we have been able to reduce our proposal amount while also shortening the anticipated construction duration from 200 calendar days to approximately 150 calendar days.

Based on the current schedule and subject to City Council approval, we anticipate mobilization in September 2026 with substantial completion targeted for early March 2027. In addition, we have completed material buyout reviews for major project components, including the specified 8-inch aggregate base required beneath asphalt surfaces, and have confirmed pricing for the anticipated duration of the project without additional material escalation.

The project will generally be executed in two primary phases: demolition and site development. Demolition activities are expected to be completed within approximately 30 days of mobilization. The site development phase will encompass the balance of the construction schedule and includes significant earthwork operations necessary to establish final site grades, roadway modifications, and athletic field construction. Through detailed planning and coordination, our team has developed an efficient sequencing strategy designed to maximize productivity while minimizing potential conflicts among trades and project stakeholders.

Tarkett Sports Construction remains committed to delivering a high-quality facility that provides exceptional value to the City of Midland. We are confident that our experience, construction approach, and commitment to schedule and budget make us the best partner for this project. We appreciate the opportunity to serve the City of Midland and look forward to working with you and your team on this exciting project.

Regards,

Lisa Thoma
Director of Estimating
Tarkett Sports Construction

	Total
$	1,222,857.00
ort)	
$	151,250.00
$	97,619.00
$	493,000.00
$	401,200.00

f haul-off

COMPANY OVERVIEW

01 COMPANY OVERVIEW

Legal Entity Name: Dynamic Base Construction LLC dba Tarkett Sports Construction
Parent Company: Tarkett Sports (a division of Tarkett S.A.)
Headquarters: 5245 E FM 1187, Burleson, TX 76028
Texas Operations Office: 5245 E FM 1187, Burleson, TX 76028
Year Established: Established 2014
Texas Contractor License: Not required for this project type in Texas
Entity Type: LLC (Limited Liability Company)

Tarkett Sports Construction is the design-build and general contracting arm of Tarkett Sports — North America's leading sports surface company. Where most general contractors enter the sports construction market as an extension of their broader commercial practice, Tarkett Sports Construction was purpose-built for this vertical. Our team designs, builds, and installs every component of an athletic complex under a single contract — from civil and grading through synthetic turf, track systems, lighting, and vertical structures. This integrated delivery model eliminates the coordination risk, scope gaps, and value engineering tradeoffs that occur when a GC subcontracts athletics work to specialists they don't fully understand.

Our owner relationships in the Texas K-12 and university athletics market were built on performance and repeat work — not proposals. Midland and similar communities benefit from a contractor who has built dozens of facilities for comparable programs across West Texas, understands the budget realities of rural school districts, and shows up with the same team from design through closeout.

02 PROJECT DELIVERY CAPABILITIES

- Design-Build (Prime — Architecture, Civil, Construction under a single contract)
- General Contracting (GC) — Hard Bid and Negotiated
- Construction Manager — CM-at-Risk/GMP
- Design Assist — Collaborative preconstruction with owner's design team
- Preconstruction Services — Estimating, value engineering, constructability review, phasing strategy

03 SELF-PERFORM CAPABILITIES

Tarkett Sports Construction self-performs the core scopes of work that define athletic facility quality — the elements most GCs are forced to subcontract to specialists they cannot fully evaluate:

- Synthetic Turf Installation (FieldTurf, GrassMaster, Tarkett Sports Indoor product lines)
- Polyurethane and Latex Track Systems (Beynon)
- Athletic Surface Civil Work — Subgrade preparation, drainage design and installation, grading
- Court Surfaces — Hard court resurfacing and installation (ClassicCourt)
- Earthwork
- Concrete
- Subsurface Utilities

04 BONDING & INSURANCE

Surety / Bonding Company: Chubb Group of Insurance Companies — Rated A++ AM Best, FSC XV
Bonding Agent: McGriff Insurance Services, LLC — Jeffrey M. Wilson — (908) 903-2000
Single Project Bond Limit: $250,000,000
Aggregate Bond Limit: $1,000,000
General Liability — Per Occurrence: $2,000,000
General Liability — Aggregate: $5,000,000
Workers Compensation: Policy in place — details available upon request
Umbrella / Excess: Available upon request
Professional Liability (if applicable): Available upon request — applicable to design-build engagements
Insurance Agent / Broker: McGriff Insurance Services, LLC — Jeffrey M. Wilson — (908) 903-2000

05 SAFETY PERFORMANCE

Experience Modification Rate (EMR): 0.59 (3-year average)
TRIR (Total Recordable Incident Rate): 0.00 (TSC-TX field crews, Q1 2026)
DART Rate: 0.00 (TSC-TX field crews, Q1 2026)

- OSHA 30-Hour certification maintained by all project management and field supervision personnel
- Dedicated safety program with project-specific safety plans developed for every engagement
- Procore-integrated safety tracking on all active projects; site-specific safety plans developed for every engagement; weekly toolbox talks at all project sites

06 CURRENT PROJECTS / ACTIVE BACKLOG

Tarkett Sports Construction currently has approximately 50 projects under active construction or preconstruction across Texas and surrounding states, representing $49.7M in contracted work. The breadth of this portfolio reflects the strength of our owner relationships and the recurring nature of our work with school districts, universities, and municipalities in the sports construction vertical. A complete project list is available upon request.

PORTFOLIO METRIC	CURRENT STATUS
Active Projects Under Construction	~50
Total Active Construction Volume	$49.7M
Texas Projects	Majority Texas-based
K-12 / ISD Athletic Facility Projects (Active)	7
Design-Build Projects (Active)	7
Largest Single Active Project Value	$23,000,000

Select Current Projects

Project	Owner / Client	Location	Value	Delivery
Matador Baseball & Softball Complex	Seguin ISD	Seguin, TX	$9,278,133	GC (Self-Perform)
Three Rivers HS Athletics	Three Rivers ISD	Three Rivers, TX	$7,425,000	Design-Build
Old Settlers Park	City of Round Rock	Round Rock Tx	$23,000,000	Super Sub

Tarkett Sports Construction maintains current capacity to commit the full proposed project team to the Scharbauer Park Improvements project. The proposed team members identified in the below are available and designated for this pursuit.

07 REPRESENTATIVE COMPLETED PROJECTS

Project	Owner / Client	Location	Value	Delivery
Doug Russell Aquatic Center	City of Midland	Midland, TX	$6,563,439	Design-Build
Ira ISD Athletics Complex	Ira ISD	Ira, TX	$12,224,227	Design-Build
Trinity University Baseball & Softball	Trinity University	San Antonio, TX	$3,928,527	Design-Build
Matador Baseball & Softball Complex	Seguin ISD	Seguin, TX	$9,278,133	GC (Self-Perform)
Southwest & Legacy HS Multi-Field	Southwest ISD	San Antonio, TX	$3,561,722	Design-Build

08 LICENSES, REGISTRATIONS & CERTIFICATIONS

Texas General Contractor License: Not required for this project type in Texas
Texas HUB Status: No — VetHUB N/A
MWBE Certification: HMMB52663N0227
SBE Certification: HMSB52663N0227

Team Member Certifications:

- Brandon Gaeke — Certified Professional Constructor (CPC), OSHA 30, Lean Six Sigma Green Belt, AGC Lean Instructor
- Jesus Marquez — OSHA 30, OSHA 10, CQC (Corps of Engineers), ACI Concrete Testing

10 FINANCIAL & PROFESSIONAL REFERENCES

Tarkett Sports Construction can provide bank, surety, and CPA references upon request. Contact information available under separate cover or upon execution of an NDA if required.

02 - EXPERIENCE & REFERENCES



IRA ISD

Tarkett Sports delivered a comprehensive design-build athletics complex for Ira ISD at Ira High School in Ira, Texas, transforming the campus into a cohesive hub for student-athletes and the community. The project included a full football and track stadium, alongside new baseball and softball fields—each equipped with bleachers and press boxes to enhance the game-day experience. Supporting facilities were thoughtfully integrated, including a shared covered batting cage for both programs, a concessions and restrooms building, and a fully equipped field house featuring locker rooms, coaches' and officials' offices, and ample storage. All competition venues were outfitted with modern sports lighting, ensuring optimal visibility and extended usability for practices and events.

A defining feature of the complex is its well-designed spectator concourse, which seamlessly connects each venue and encourages movement and interaction throughout the site. This central gathering space not only improves circulation but also fosters a strong sense of community, highlighted by a mini play field where younger children can stay active while attending games. The addition of a dedicated parking lot further supports accessibility and convenience for visitors. Altogether, the project reflects Tarkett Sports' commitment to delivering high-quality, multi-use athletic environments that serve both competitive needs and community engagement.

CONSTRUCTION COST
$12,224,227.27

COMPLETION DATE
09/2025

OWNER CONTACT
Garrett Luft, Superintendent
325-573-2628 ext. 122
120 N. IRA Street
Ira, Texas 79527

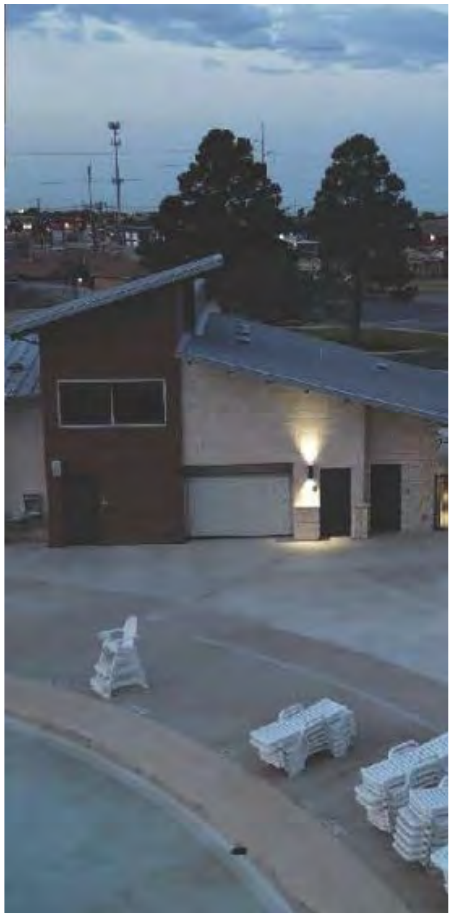
CONTRACTOR NAME
FieldTurf by Tarkett Sports

DESIGN TEAM
Travis Rice, PLA & Kylie Rittimann, PE (Site)
3-Axis Civil Engineers (Civil Engineer)
Fincher Engineering (MEP)

KEY PERSONNEL INVOLVEMENT
Travis Rice, Director of Design
Aaron Kirby, Account Lead
Jesus Marquez, Construction PM
Lisa Thoma, Preconstruction
Kylie Rittimann, PE, Civil Engineer

02 - EXPERIENCE & REFERENCES





DOUG RUSSELL AQUATIC CENTER

The Doug Russell Aquatic Center project is a **7,500 SF ground-up facility** delivered for the City of Midland. Completed in May 2025, the project consists of two adjoining buildings designed to support both recreational and operational functions of the aquatic center. This project also included the **demolition of the existing facility** to make way for the new construction. The primary structure houses **men's and women's restrooms, showers, and locker rooms**, along with a covered pavilion/event space. The secondary structure includes an administration office, lifeguard locker room, break room, and concession area. Both buildings are connected by a covered mezzanine-style entrance, which serves as the main entry and ticketing area, providing protection and a welcoming focal point for visitors. In addition to vertical construction, the project included full site development, including landscaping, irrigation systems, parking lot construction, and accessibility improvements. The design emphasizes durability, functionality, and modern aesthetics, utilizing masonry and metal roofing systems to ensure long-term performance with minimal maintenance. Despite a tight schedule driven by the aquatic center's reopening date of May 30, 2025, the project was successfully delivered on time, ensuring the facility was ready for the start of the season.

CONSTRUCTION COST
$6,563,439.00

COMPLETION DATE
05/2025

OWNER CONTACT
Laurie Williams
Director of Parks and Recreation
432.685.7370
300 N. Loraine
Midland, Texas 79701

CONTRACTOR NAME
Tarkett Sports Construction

DESIGN TEAM
Level 5, Architecture Dunaway, Civil

KEY PERSONNEL INVOLVEMENT
Jesus Marquez, Project Manager
Andy Dominguez, Project Engineer

02 - EXPERIENCE & REFERENCES



MATADOR BASEBALL AND SOFTBALL COMPLEX

Currently under construction, Seguin High School's Matador Baseball and Softball Complex is a ground up facility including synthetic turf baseball and softball fields, dugouts, a restroom and concessions building, sports lighting, netting, and all related infrastructure. FieldTurf assisted pb Group with field design and grading as well as self per formed the drainage design for the turf's subsurface drainage system after coordinating tie-in locations and storm water requirements with Dunaway. While not a design-build project, FieldTurf and the Architects and Engineers worked closely prior to award to fine tune some of the details and provide the owner with a state-of-the-art complex that utilizes durable materials and practical solutions that don't break the bank!

Tarkett Sports Construction self per formed most of the work and utilized preferred subcontractors for work related to netting, lighting, and vertical construction. This project was delivered ahead of schedule, completing in October 2024.
As a group we are very proud to bring this project to fruition for Seguin ISD and its athletes, coaches, and community stakeholders.

CONSTRUCTION COST
$9,278,133.00

COMPLETION DATE
10/2024

OWNER CONTACT
Craig Dailey, Athletic Director
830.660.0296
1315 Cedar Street
Seguin, Texas 78155

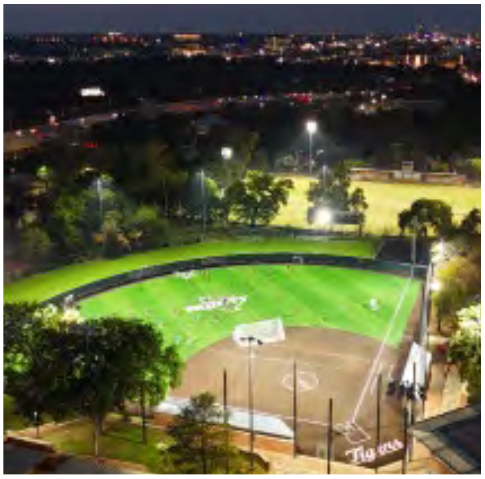
CONTRACTOR NAME
FieldTurf

DESIGN TEAM
PbGroup, Architecture
Dunaway, Civil
Cooper Lochte, Landscape
SPB, Structural
MEP, Mech, Elect, Plumbing

KEY PERSONNEL INVOLVEMENT
Travis Rice, Design Assist
Cruz Leon, Athletic Field Construction
Jesus Marquez, Superintendant
Matt Parsons, Quality Control
Florin Popa, Architect

02 - EXPERIENCE & REFERENCES







TRINITY UNIVERSITY

After completing multiple successful projects, Trinity University hired FieldTurf to design and build major improvements to the campus' baseball and softball fields. The scope of work included demolition and reconstruction of dugouts, synthetic turf conversion, backstop netting, and sports lighting at both fields. The dugout improvements were based on a practical approach utilizing durable materials that will stand the test of time while also providing a sense of pride with the quality of the design. The layout of the baseball field was completely redesigned to provide the team with much needed of field training areas that included flexible hitting tunnels, additional bullpen areas, and unprogrammed areas for skills training. The softball team also benefited from additional batting cages and bullpen space.

Like most athletic field projects there are tight deadlines based around each sport's season. Here at Trinity, we completed both fields in between seasons for both baseball and softball even with some owner requested design changes after the start of construction. This showcases what differentiates us from our competitors. Because we self-per form a large portion of the work we are able to pivot when an owner requests a revision to the design to improve the project through quality or value and we pride ourselves on transparency when changes like these occur.

CONSTRUCTION COST
$3,928,527.00

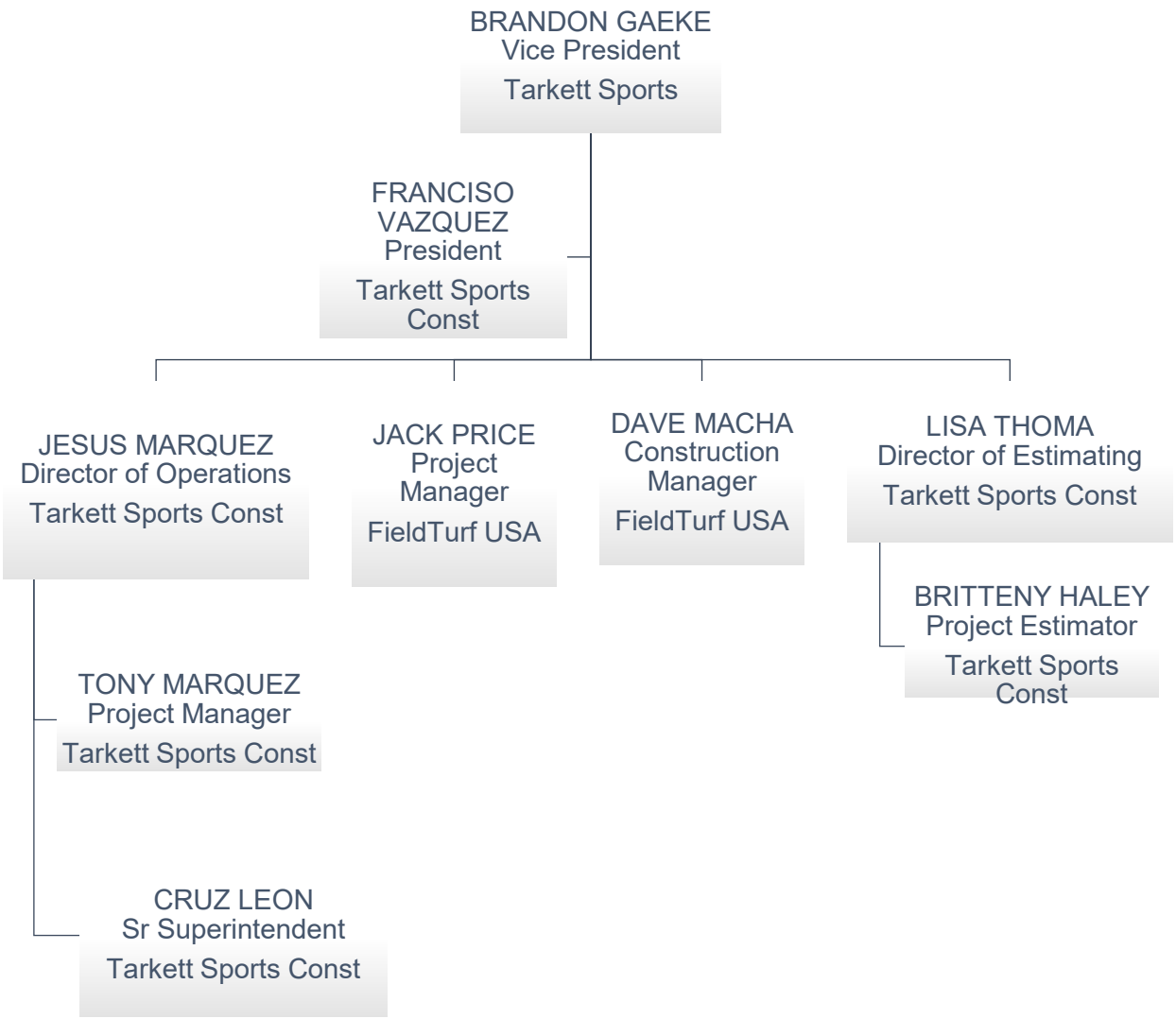
COMPLETION DATE
12/2022

OWNER CONTACT
Seth Asbury, Assistant Athletic Director – Facilities
210.999.7823
One Trinity Place
San Antonio, Texas 78212

CONTRACTOR NAME
FieldTurf

KEY PERSONNEL INVOLVEMENT
Travis Rice, Design Lead
Cruz Leon, Superintendent
Jesus Marquez, Construction PM
Alpha Consulting Engineers, Structural

03 - OUR TEAM OF EXPERTS



03 - OUR TEAM OF EXPERTS



Brandon Gaeke, CPC

Regional Vice President - Texas

Brandon is an accomplished construction executive with 27 years of experience overseeing nearly $1.3 billion in built work across commercial, institutional, and mission-critical environments. His career spans senior leadership roles at Turner Construction, Adolfson & Peterson, and Webber, where he launched regional offices, built high-performing teams, and delivered complex projects in K-12, healthcare, higher education, justice, aviation, federal, and data center sectors. A Certified Professional Constructor and LEAN Six Sigma practitioner, Brandon leads Tarkett Sports Construction's Texas expansion into full-scope vertical construction of sports and athletics facilities.

EDUCATION

Texas A&M University

B.S., Construction Science

CERTIFICATIONS

OSHA 30hr

Certified Professional Constructor

Lean Six Sigma – Green Belt

AGC Lean Instructor

INDUSTRY EXPERIENCE

27 Years
1 Year with Tarkett Sports Construction

Project Experience

Potter County Courthouse
Amarillo, Texas

Rockwall County Jail Expansion & Renovation
Rockwall, Texas

Cross Creek Mental Health Hospital
San Angelo, Texas

SAISD School Program — Multi-Campus
San Antonio, Texas

Microsoft Data Center — Des Moines
Des Moines, Iowa

Northside ISD — Marshall Magnet High School
San Antonio, Texas

Baylor Scott & White Mec Renovation
Temple, Texas

Valley International Airport ATCT
Harlingen, Texas

Bexar County Jail Additions & Renovations
San Antonio, Texas

Kendall County Jail & Sheriff's Office
Boerne, Texas

Bexar County Jail HVAC/Roof Replacement
San Antonio, Texas

Sunrise Mental Health Hospital
Lubbock, Texas

03 - OUR TEAM OF EXPERTS



Lisa Thoma

Pre-construction / Estimating Director

For over 25 years Lisa has been involved in the construction industry providing pre-construction and estimating services across multiple sectors. For nearly 10 years her sole focus has been on athletics projects. For the last two years Lisa has led the estimating team for Tarkett Sports Construction, bringing her strong relationships with sub-contractors and vendors to bear on her projects. With Lisa at the helm, Tarkett Sports Construction has been able to broaden their pre-construction services by providing owners and the architecture and engineering sector with accurate and timely information that add value to every project.

EDUCATION

UNIVERSITY OF TEXAS-SAN ANTONIO
Bachelor of Science, Architecture
Bachelor of Arts, Sociology

INDUSTRY EXPERIENCE

20 Years
2 years with Tarkett Sports Construction

PROJECT EXPERIENCE

Navarro high school softball field improvements
Seguin, Texas

Reyes Mashburn Nelms Athletic Complex
Midland, Texas

Trinity Christian Academy Baseball and Softball Improvements
Addison, Texas

Elkhart High School Track Replacement
Elkhart, Texas

Southwest And Sw Legacy Baseball and Softball Field Improvements
San Antonio, Texas

Sam Houston State - Bowers Stadium Improvements
Huntsville, Texas

Dallas College - Mountain View Campus Soccer Field
Dallas, Texas

Sam Houston State Softball Field Improvements
Huntsville, Texas

Seguin High School Baseball and Softball Complex
Seguin, Texas

03 - OUR TEAM OF EXPERTS



Jesus Marquez

Project Manager

Jesus brings over 16 years of experience to the project team and will be tasked with managing the construction of the proposed athletic complex. He strives to organize the construction process around proper scheduling and working within each project budget. Jesus has managed a variety of project types including multi-purpose facilities, athletic complexes, municipal projects, and K-12 facilities. Jesus is currently managing the construction of Seguin High School's new Baseball and Softball Complex and led the construction activities for Navarro's latest Softball Field Improvement Project.

EDUCATION

El Paso Community College
Construction Management

CERTIFICATIONS

30 HR OSHA Certified
10 HR OSHA Certified
Contractors Quality Control (CQC)
Certification by Corps of Engineers
ACI Concrete Testing Certification

INDUSTRY EXPERIENCE

16 Years
6 Years with Tarkett Sports Construction

PROJECT EXPERIENCE

Seguin High School Baseball and Softball Complex
Seguin, Texas

Navarro High School Softball Field Improvements
Seguin, Texas

University Of North Texas Artificial Turf
Denton, Texas

Dallas ISD - High School Field Conversions and Track Improvements
Dallas, Texas

Blanco High School Baseball and Softball Field Improvements
Blanco, Texas

Trinity University Baseball and Softball Field Improvements
San Antonio, Texas

Mesquite ISD / City of Mesquite Girls Softball Complex
Mesquite, Texas

Dallas College - Eastfield Campus Baseball Field Improvements
Mesquite, Texas

Robstown ISD - Football, Baseball, Softball, And Track Improvements
Robstown, Texas

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. 05292026

KNOW ALL MEN BY THESE PRESENTS, THAT Dynamic Base Construction, LLC d/b/a Tarkett Sports Construction

(hereinafter called the Principal), as Principal, and Federal Insurance 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 Amount Bid DOLLARS ($ 5%), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to Scharbauer Sports Complex - Auxiliary Fields 5 & 6 City of Midland, Texas Bid No. 26003613R.

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 29th day of May, 20 26 .

SEAL

Dynamic Base Construction, LLC d/b/a Tarkett Sports Construction
Principal

By _____

Address 5245 E FM 1187
Burleson, TX 76028

Federal Insurance Company
Surety

By _____
Jeffrey M. Wilson, Attorney-in-Fact

FEDERAL INSURANCE COMPANY INDIANA

Address 202B Hall's Mill Road
Whitehouse Station, NJ 08889

APPROVED AS TO FORM:

_____
City Attorney

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Samuel F. Audia III, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 7th day of **May, 2025.**

Rupert HD Swindells, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this 7th day of **May, 2025** before me, a Notarial Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company **entered into in the ordinary course of business (each a "Written Commitment"):**

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the C**ompany, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such writt**en delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the e**xercise of any such power or authority otherwise validly granted or vested."**

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY **(the "Companies") do hereby certify that**

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 29, 2026

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB®

SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, FEDERAL INSURANCE COMPANY ("FEDERAL") has authorized its respective Attorneys-in-Fact to affix FEDERAL'S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

FEDERAL INSURANCE COMPANY

By: _____

Stephen M. Haney, Vice President



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

---

* 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: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE PURCHASE AND INSTALLATION OF TWO AUXILIARY TURF FIELDS AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $1,732,510.00; APPROVING $173,251.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving a contract with Fieldturf USA Inc for purchase and installation of two (2) auxiliary turf fields at the Scharbauer Sports Complex through Equalis contract #COG-2164A for a cost of $1,732,510.00, with additional funds of $173,251.00 for project related costs, for a total project cost of $1,905,761.00; appropriating funds in the project account; and authorizing payment.

Recommended Action:
Approve

Fiscal Impact:
Funding in the amount of $1,905,761.00 is available in the Hotel Motel Fund and will be appropriated to the Auxiliary Field 5 and 6 Construction project for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Staff recommends approving a contract for the purchase and installation of two (2) auxiliary turf fields at the Scharbauer Sports Complex through Equalis contract #COG-2164A to Fieldturf USA Inc. 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 approving a contract with Fieldturf USA Inc for purchase and installation of two (2) auxiliary turf fields at the Scharbauer Sports Complex

through Equalis contract #COG-2164A for a cost of $1,732,510.00, with additional funds of $173,251.00 for project related costs, for a total project cost of $1,905,761.00; appropriating funds in the project account; and authorizing payment.

Attachments:

A. 7212026purchase artificial turf SSCAux5-6 memo
B. RESO WITH EXHIBIT - Equalis Group - Turf Installation for Fields 5 & 6 at SSC Reso w Exh
C. 26005365 Contract Updated 7-6-2026

Erika Munoz, General Services	Created/Initiated - 7/9/2026
Regina Stephenson, General Services	Approved - 7/9/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: June 26, 2026

To: Jose Ortiz, Deputy City Manager

From: Laurie M. Williams, Parks and Recreation Director

Subject: Purchase and Installation of Artificial Turf for SSC Auxiliary Fields 5 and 6

The City of Midland has partnered with Fieldturf for the installation of both baseball and football/soccer turf facilities. The durability of the product has exceeded expectations. While the product is warrantied for eight years, the current turf at the first four auxiliary fields is now ten years old and in excellent condition, even with the high use those fields receive. Through an ongoing partnership with Fieldturf, staff has been trained on best methods for regular turf maintenance. In addition, the Fieldturf team performs annual inspections to insure the infill is correctly maintained for safety and playability. They also repair any seams that are torn. It is expected that the fields have at least two or three years of life expectancy.

Fieldturf's Equalis Group turf price for the two new auxiliary fields is $1,732,510.00. This includes all engineering, site preparation, grading, installation of drainage liner, pipe and stone, goal posts, FTHD-57 in-filled artificial turf, and an eight (8) 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 artificial turf at the two fields is $1,905,761.00.

Funding in the amount of $1,905,761.00 is available in the Hotel Motel Fund, and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE PURCHASE AND INSTALLATION OF TWO AUXILIARY TURF FIELDS AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $1,732,510.00; APPROVING $173,251.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the Equalis Group Purchasing Program is a cooperative purchasing program in which the City participates in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Fieldturf USA, Inc. ("Contractor") has submitted a total proposed cost to the City of $1,732,510.00 for the purchase and installation of two auxiliary turf fields at the Scharbauer Sports Complex (the "Project") through the Equalis Group Purchasing Program; and

WHEREAS, the City Council finds that the price proposed by Contractor through the Equalis Group Purchasing Program 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 Contractor for the Project through the Equalis Group Purchasing Program; and

WHEREAS, the City Council finds it to be in the public interest to approve $173,251.00 for Project-related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the Project, through the Equalis Group Purchasing Program, for a total cost of $1,732,510.00. 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 City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change

order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $433,127.50.

SECTION THREE. That the sum of $173,251.00 for Project-related expenses is hereby approved.

SECTION FOUR. That the sum of $1,905,761.00 is available in the Hotel Motel Fund and shall be appropriated to a project established for the purpose set forth herein.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Fieldturf USA, Inc. in accordance with the provisions of the above-referenced contract and change orders executed in accordance with this resolution 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. 26005365

THIS CONTRACT, effective the 22 day of July, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and FieldTurf USA, Inc. hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,732,510.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the installation of Turf at the Auxiliary Fields 5 and 6 at the Scharbauer Sports Complex. 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. **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 90 calendar days after release to proceed.

9. **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.

10. **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.

11. **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:

11.1. Defective work not remedied; or

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

11.3. 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

11.4. 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.

12. **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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work..

13. **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.

13.1. 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.

14. **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.

15. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

15.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. 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 CITY or the CITY'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.

16. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

16.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the

awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

16.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

16.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

16.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

16.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY.**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN.

16.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK.**

17. 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.

18. **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.

19. **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.

20. **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.

21. **WAIVER: IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER THIS CONTRACT. THIS SECTION SHALL NOT APPLY TO COMPANY'S OBLIGATION TO PAY LIQUIDATED DAMAGES PURSUANT TO THIS CONTRACT**.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. 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.

29. **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.

30. **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.

31. **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.

32. 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 FieldTurf USA, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

Exhibit A

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

City of Midland Scharbauer Park Fields 5 & 6

July 6, 2026

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on The Cooperative Council of Governments (CCOG), an Equalis Group Lead Agency contract. Equalis provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Equalis-CCOG contract # COG-2164A.

equalis GROUP CCOG Cooperative Council of Governments

Click the following hyperlink for Equalis-CCOG Due Diligence Documentation: # COG-2164A.

City of Midland Scharbauer Park Fields 5 & 6	LUMP SUM
FieldTurf Classic HD 2.25" (FTHD-57) on approx. 153,837 SF **Price includes:** **a)** Construction Documents limited to the limits of FieldTurf surfacing only, including, and limited too: a. Layout Plan b. Field Marking Plan c. Detail Plans as required to complete the installation of the field **b)** Mobilization **c)** Survey and layout **d)** Accept non-yielding, stabilized and compacted subgrade at +/- .1' from required elevation **e)** Laser-grade and compact subgrade to our required tolerances **f)** Supply and install 20mil HDPE liner over subgrade, adhered behind composite nailer w/ zinc wedge anchors at perimeter band as constructed by others **g)** Supply and install network of HDPE corrugated pipe a. 12" HDPE Collector Pipe b. 7 12" x 12" Nyloplast Inlets c. 24" HDPE Outfall Pipe; outfall to be within 40' outside of turf limits **h)** Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements	$ 1,706,530.00

i) Supply and install two sets of 30' upright football goal post with associated footings j) Installation of the artificial in-filled grass surface upon a suitable base. k) An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface. l) (2) Sets of Inlaid Football Markings. m) (1) GMAX Test	
Performance & Payment Bonds	$ 25,980.00
Total	**$ 1,732,510.00**

ALTERNATE PRICE

DEDUCT Alternate No. 1: Turf Product – XTHD-57 2.25"	LUMP SUM
Supply & install XTHD-57 2.25" in lieu of FTHD-57 with the following properties: **Pile Height:** 2.25 Inches **Infill Weight:** 3 lb. sand & 3 lb. ambient rubber per sq. ft. **Pile Weight:** 33 oz/yd2 **Total System Weight:** 920 oz/yd2	DEDUCT
Total	**- $ 64,610.00**

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Classic HD 2.25" (FTHD-57) system, with the following product characteristics:

- **Pile Height:** 2.25 Inches
- **Infill Weight:** 6.2 lb. sand & 2.2 lb. cryo per sq. ft.
- **Pile Weight:** 33 oz/yd^2
- **Total System Weight:** 1264 oz/yd^2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

a) Sales Taxes, Permits or Testing Fees
b) Synthetic Track Surfacing
c) Supply or installation of E layer (Shock Pad)
d) Geotechnical testing, investigation of site

e) Soil stabilization, remediation of any type
f) Stabilized construction entrance
g) Mass Excavation, Mass Grading, or Rock Excavation
h) Allowances/contingencies
i) The implementation of a Storm Water Pollution Prevention Plan
j) The provision of temporary power or washroom facilities
k) Supply or installation of perimeter safety fencing
l) Supply or installation of any athletic equipment not listed above
m) Supply or installation of time clocks, scoreboards, or communication systems
n) Supply, installation or replacement of padding, fencing and gates of any type if not listed above.
o) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
p) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
q) Installation of concrete paving, flatwork or asphalt paving not listed above
r) Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above
s) Locating, adjusting or capping existing irrigation main lines or heads
t) Supply or installation of sod, re-vegetation of existing other than what is disturbed
u) Maintenance/grow-in of grass or vegetation within construction limits
v) Landscaping, planting of trees, bushes shrubs or irrigation to these items
w) Newly imposed Tariffs.
x) Any maintenance equipment.
y) Field graphics.
z) All applicable taxes, prevailing wages, union labor and other labor law levies.
aa) This proposal is based on our designed dynamic base drainage system and internal storm water calculations. We anticipate the local municipalities accepting this system during the permitting phase. If not accepted, additional costs may be required to construct an alternate drainage system
bb) Payment of any required capacity fees, tap fees, usage fees, reservation fees, hydrant flow test fees, impact fees, or other regulatory and/or permitting fees
cc) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; if unsuitable soils are encountered, a price to remedy these areas can be negotiated
dd) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days.

COOP PRICING PROPOSAL

Please feel free to reach out to any member of our project team with questions about our offer:

Jack Price
Project Manager
(443) 377-2603
Jack.Price@FieldTurf.com

David Ross
Regional Sales Manager
(816) 886-8097
David.Ross@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per: _____
Darren Gill, Executive Vice-President
FieldTurf North America / Tarkett Sports

_____
Owner Signature

_____
Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

COOP PRICING PROPOSAL

FieldTurf® A Tarkett Sports Company

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

d) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

e) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

f) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

g) All colors are to be chosen from FieldTurf's standard colors.

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

---

* 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. 26005365

THIS CONTRACT, effective the 22 day of July, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and FieldTurf USA, Inc. hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,732,510.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the installation of Turf at the Auxiliary Fields 5 and 6 at the Scharbauer Sports Complex. 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. **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 90 calendar days after release to proceed.

9. **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.

10. **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.

11. **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:

11.1. Defective work not remedied; or

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

11.3. 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

11.4. 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.

12. **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. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work..

13. **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.

13.1. 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.

14. **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.

15. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

15.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. 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 CITY or the CITY'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.

16. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

16.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the

awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

16.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

16.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

16.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

16.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY.**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN.

16.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK.**

17. 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.

18. **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.

19. **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.

20. **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.

21. **WAIVER: IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER THIS CONTRACT. THIS SECTION SHALL NOT APPLY TO COMPANY'S OBLIGATION TO PAY LIQUIDATED DAMAGES PURSUANT TO THIS CONTRACT**.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. 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.

29. **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.

30. **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.

31. **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.

32. 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 FieldTurf USA, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

Exhibit A

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

City of Midland Scharbauer Park Fields 5 & 6

July 6, 2026

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on The Cooperative Council of Governments (CCOG), an Equalis Group Lead Agency contract. Equalis provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Equalis-CCOG contract # COG-2164A.

equalis GROUP CCOG Cooperative Council of Governments

Click the following hyperlink for Equalis-CCOG Due Diligence Documentation: # COG-2164A.

City of Midland Scharbauer Park Fields 5 & 6	LUMP SUM
FieldTurf Classic HD 2.25" (FTHD-57) on approx. 153,837 SF **Price includes:** **a)** Construction Documents limited to the limits of FieldTurf surfacing only, including, and limited too: a. Layout Plan b. Field Marking Plan c. Detail Plans as required to complete the installation of the field **b)** Mobilization **c)** Survey and layout **d)** Accept non-yielding, stabilized and compacted subgrade at +/- .1' from required elevation **e)** Laser-grade and compact subgrade to our required tolerances **f)** Supply and install 20mil HDPE liner over subgrade, adhered behind composite nailer w/ zinc wedge anchors at perimeter band as constructed by others **g)** Supply and install network of HDPE corrugated pipe a. 12" HDPE Collector Pipe b. 7 12" x 12" Nyloplast Inlets c. 24" HDPE Outfall Pipe; outfall to be within 40' outside of turf limits **h)** Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements	$ 1,706,530.00

i) Supply and install two sets of 30' upright football goal post with associated footings j) Installation of the artificial in-filled grass surface upon a suitable base. k) An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface. l) (2) Sets of Inlaid Football Markings. m) (1) GMAX Test	
Performance & Payment Bonds	$ 25,980.00
Total	**$ 1,732,510.00**

ALTERNATE PRICE

DEDUCT Alternate No. 1: Turf Product – XTHD-57 2.25"	LUMP SUM
Supply & install XTHD-57 2.25" in lieu of FTHD-57 with the following properties: **Pile Height:** 2.25 Inches **Infill Weight:** 3 lb. sand & 3 lb. ambient rubber per sq. ft. **Pile Weight:** 33 oz/yd2 **Total System Weight:** 920 oz/yd2	DEDUCT
Total	**- $ 64,610.00**

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Classic HD 2.25" (FTHD-57) system, with the following product characteristics:

- **Pile Height:** 2.25 Inches
- **Infill Weight:** 6.2 lb. sand & 2.2 lb. cryo per sq. ft.
- **Pile Weight:** 33 oz/yd^2
- **Total System Weight:** 1264 oz/yd^2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

a) Sales Taxes, Permits or Testing Fees
b) Synthetic Track Surfacing
c) Supply or installation of E layer (Shock Pad)
d) Geotechnical testing, investigation of site

e) Soil stabilization, remediation of any type
f) Stabilized construction entrance
g) Mass Excavation, Mass Grading, or Rock Excavation
h) Allowances/contingencies
i) The implementation of a Storm Water Pollution Prevention Plan
j) The provision of temporary power or washroom facilities
k) Supply or installation of perimeter safety fencing
l) Supply or installation of any athletic equipment not listed above
m) Supply or installation of time clocks, scoreboards, or communication systems
n) Supply, installation or replacement of padding, fencing and gates of any type if not listed above.
o) Installation of manholes, junction boxes, gabions, rip rap, or storm drainage outside of turf limits, unless noted above
p) Adjusting of existing utilities such as electrical conduits, power poles, water, sewer, gas, cable, phone, drainage
q) Installation of concrete paving, flatwork or asphalt paving not listed above
r) Installation of any electrical, mechanical or plumbing associated with the field construction area not listed above
s) Locating, adjusting or capping existing irrigation main lines or heads
t) Supply or installation of sod, re-vegetation of existing other than what is disturbed
u) Maintenance/grow-in of grass or vegetation within construction limits
v) Landscaping, planting of trees, bushes shrubs or irrigation to these items
w) Newly imposed Tariffs.
x) Any maintenance equipment.
y) Field graphics.
z) All applicable taxes, prevailing wages, union labor and other labor law levies.
aa) This proposal is based on our designed dynamic base drainage system and internal storm water calculations. We anticipate the local municipalities accepting this system during the permitting phase. If not accepted, additional costs may be required to construct an alternate drainage system
bb) Payment of any required capacity fees, tap fees, usage fees, reservation fees, hydrant flow test fees, impact fees, or other regulatory and/or permitting fees
cc) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; if unsuitable soils are encountered, a price to remedy these areas can be negotiated
dd) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days.

COOP PRICING PROPOSAL

Please feel free to reach out to any member of our project team with questions about our offer:

Jack Price
Project Manager
(443) 377-2603
Jack.Price@FieldTurf.com

David Ross
Regional Sales Manager
(816) 886-8097
David.Ross@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per: _____
Darren Gill, Executive Vice-President
FieldTurf North America / Tarkett Sports

_____
Owner Signature

_____
Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

COOP PRICING PROPOSAL

FieldTurf® A Tarkett Sports Company

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

d) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

e) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

f) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

g) All colors are to be chosen from FieldTurf's standard colors.

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

---

* 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: 7.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LIGHTING OF TWO AUXILIARY TURF FIELDS AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $408,568.00; APPROVING $41,432.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving a contract with Musco Corporation dba Musco Sports Lighting, LLC for purchase and installation of lighting of the two (2) auxiliary turf fields at Scharbauer Sports Complex through Buyboard contract 779-25 for a cost of $408,568.00, with additional funds of $41,432.00 for project related costs, for a total project cost of $450,000.00; appropriating funds in the project account; and authorizing payment.

Recommended Action:
Approve

Fiscal Impact:
Funding in the amount of $450,000.00 is available in the Hotel Motel Fund and will be appropriated to the Auxiliary Field 5 and 6 Construction project for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Staff recommends approving a contract for the purchase and installation of lighting of the two (2) auxiliary turf fields at Scharbauer Sports Complex through Buyboard contract 779-25 to Musco Corporation dba Musco Sports Lighting, LLC. 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 approving a contract with Musco Corporation dba Musco Sports Lighting, LLC for purchase and installation of lighting of the two (2) auxiliary turf

fields at Scharbauer Sports Complex through Buyboard contract 779-25 for a cost of $408,568.00, with additional funds of $41,432.00 for project related costs, for a total project cost of $450,000.00; appropriating funds in the project account; and authorizing payment.

Attachments:

A. 7212026purchase field lights SSCAux5-6 memo
B. RESO w EXH - Buyboard– Lighting Installation for Fields 5 & 6 at SSC
C. Contract 26005367

Erika Munoz, General Services	Created/Initiated - 7/10/2026
Regina Stephenson, General Services	Approved - 7/10/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/14/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: June 26, 2026

To: Jose Ortiz, Deputy City Manager

From: Laurie M. Williams, Parks and Recreation Director

Subject: Purchase and Installation of LED Field Lighting at SSC Auxiliary Fields 5 and 6

Lighting of the two new auxiliary fields at the Scharbauer Sports Complex will extend the hours for both rentals and tournament play at the fields. The number of rentals at the four existing auxiliary fields increased substantially during the fall and winter months after the lighting was installed.

MUSCO's BuyBoard lighting price is $408,568.00 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 two fields is $450,000.00.

Funding in the amount of $450,000.00 is available in the Hotel Motel Fund, and will be appropriated to a project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH MUSCO CORPORATION DBA MUSCO SPORTS LIGHTING, LLC, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF LIGHTING OF TWO AUXILIARY TURF FIELDS AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $408,568.00; APPROVING $41,432.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

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

WHEREAS, Musco Corporation DBA Musco Sports Lighting, LLC ("Contractor") has submitted a total proposed cost to the City of $408,568.00 for the purchase and installation of lighting of two auxiliary turf fields at the Scharbauer Sports Complex (the "Project") through Buyboard; and

WHEREAS, the City Council finds that the price proposed by 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 Contractor for the Project through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $41,432.00 for Project-related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the Project, through Buyboard, for a total cost of $408,568.00. 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 City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $102,142.00.

SECTION THREE. That the sum of $41,432.00 for Project-related expenses is hereby approved.

SECTION FOUR. That the sum of $450,000.00 is available in the Hotel Motel Fund and shall be appropriated to the Auxiliary Field 5 and 6 Construction Project.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Musco Corporation DBA Musco Sports Lighting, LLC in accordance with the provisions of the above-referenced contract and change orders executed in accordance with this resolution 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. 26005367

THIS CONTRACT, effective the 22nd day of July 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: $ 408,568.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the purchase and installation of LED Field Lighting at the Scharbauer Sports Complex Auxiliary Field. 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 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: 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: 6/3/26
Expiration date: 8/3/26
To: Joey Jolly – City of Midland

Project: Scharbauer Sports Complex Auxiliary Fields
Midland, TX
Musco Project Number: 243875

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 Pole in Air Installation

LED Lighting

Two (2) Auxiliary Fields – (6) New Poles, LED Fixtures and Controls .....$ 408,568

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.
Quote is confidential. Pricing and lead times are effective for 60 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

- Guaranteed average light levels of 30 footcandles and uniformity of 2.5:1
- 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 luminaires, including BallTracker® luminaires
- (6) Galvanized steel poles
- (6) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Disconnects
- 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 200 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts on the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

Responsibilities of Facility Owner and/or 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
- Provide electrical power to the site, coordination with the utility, and payment of any power company fees
- Provide labor and equipment for installation or upgrade of electrical distribution system

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 a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 779-25

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, 115 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
Sales Representative
Musco Sports Lighting, LLC
211 2nd Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 806-474-4743
E-mail: Mitchell.stockton@musco.com

Scharbauer Park Auxiliary Fields
Midland, TX
Pole in the Air Scope of Work

Customer/Electrical Contractor Responsibilities

General:

1. Complete access to the site for construction utilizing 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.

Electrical:

1. Provide materials and equipment to install new electrical service panels as required.
2. Provide 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.

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.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, wire harnesses, fixtures, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. 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.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

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 off load equipment at jobsite per scheduled delivery. Control and monitoring cabinets will need to be given to on-site customer representative.
5. Provide storage containers for materials (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. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
10. Complete and submit Musco provided closeout checklist including required pictures.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming drawing provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (6) 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 fixtures, electrical enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect dressed (6) LSS Poles and aim utilizing the pole alignment beam.

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

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.

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

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]

musco
2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

- **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.

---

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)

musco
2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

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

---

* 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. 26005367

THIS CONTRACT, effective the 22nd day of July 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: $ 408,568.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the purchase and installation of LED Field Lighting at the Scharbauer Sports Complex Auxiliary Field. 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 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: 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: 6/3/26
Expiration date: 8/3/26
To: Joey Jolly – City of Midland

Project: Scharbauer Sports Complex Auxiliary Fields
Midland, TX
Musco Project Number: 243875

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 Pole in Air Installation

LED Lighting

Two (2) Auxiliary Fields – (6) New Poles, LED Fixtures and Controls .....$ 408,568

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.
Quote is confidential. Pricing and lead times are effective for 60 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

- Guaranteed average light levels of 30 footcandles and uniformity of 2.5:1
- 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 luminaires, including BallTracker® luminaires
- (6) Galvanized steel poles
- (6) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Disconnects
- 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 200 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts on the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

Responsibilities of Facility Owner and/or 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
- Provide electrical power to the site, coordination with the utility, and payment of any power company fees
- Provide labor and equipment for installation or upgrade of electrical distribution system

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 a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Email: musco.contracts@musco.com

All Purchase orders should note the following:
BuyBoard Purchase – Contract Number: 779-25

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, 115 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
Sales Representative
Musco Sports Lighting, LLC
211 2nd Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 806-474-4743
E-mail: Mitchell.stockton@musco.com

Scharbauer Park Auxiliary Fields
Midland, TX
Pole in the Air Scope of Work

Customer/Electrical Contractor Responsibilities

General:

1. Complete access to the site for construction utilizing 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.

Electrical:

1. Provide materials and equipment to install new electrical service panels as required.
2. Provide 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.

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.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, wire harnesses, fixtures, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. 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.
4. Provide Contract Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

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 off load equipment at jobsite per scheduled delivery. Control and monitoring cabinets will need to be given to on-site customer representative.
5. Provide storage containers for materials (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. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
10. Complete and submit Musco provided closeout checklist including required pictures.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming drawing provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (6) 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 fixtures, electrical enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect dressed (6) LSS Poles and aim utilizing the pole alignment beam.

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

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.

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

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]

2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

- **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.

---

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)

musco
2016, 2026 Musco Sports Lighting, LLC • M-2038-enUS-18

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

---

* 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: 8.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A MODULAR CONCESSION, STORAGE AND RESTROOM FACILITY AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $722,887.00; APPROVING $75,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving a contract with Restroom Facilities LTD for purchase and installation of a Modular Concession, Storage and Restroom Facility at Scharbauer Sports Complex through Buyboard 781-25 for a cost of $722,887.00, with additional funds of $75,000.00 for project related costs, for a total project cost of $797,887.00; appropriating funds in the project account; and authorizing payment.

Recommended Action:
Approve

Fiscal Impact:
Funding in the amount of $797,887.00 is available in the Hotel Motel Fund and will be appropriated to the Auxiliary Field 5 and 6 Construction project for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Staff recommends approving a contract for the purchase and installation of a Modular Concession, Storage and Restroom Facility at Scharbauer Sports Complex through Buyboard 781-25 to Restroom Facilities LTD. 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 approving a contract with Restroom Facilities LTD for purchase and installation of a Modular Concession, Storage and Restroom Facility at

Scharbauer Sports Complex through Buyboard 781-25 for a cost of $722,887.00, with additional funds of $75,000.00 for project related costs, for a total project cost of $797,887.00; appropriating funds in the project account; and authorizing payment.

Attachments:

A. 7212026purchase restroom concession SSCAux5-6memo Erika (002)
B. RESO w EXH - Buyboard – Concession, Storage, Restroom Facility at SSC Reso w Exh
C. Contract 26005362 - Modular Restroom SSC Aux Fields

Erika Munoz, General Services	Created/Initiated - 7/9/2026
Regina Stephenson, General Services	Approved - 7/9/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/14/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: June 26, 2026

To: Jose Ortiz, Deputy City Manager

From: Laurie M. Williams, Parks and Recreation Director

Subject: Purchase and Installation of a Restroom/Concession Building at Auxiliary Fields 5 and 6 at the Scharbauer Sports Complex

The Parks and Recreation Department recommends the BuyBoard purchase of a modular restroom/concession facility to be installed at the Scharbauer Sports Complex at the new auxiliary fields 5 and 6. This facility will be used extensively by children and adults participating in sports such as football, soccer, and lacrosse.

City staff has worked with Restrooms Facilities Limited for the installation of the existing restroom/concession buildings currently located at the auxiliary fields. These buildings were constructed to match the original architecture of the Sports Complex. The buildings have proven to be low maintenance and cost-effective. The proposed building will be block construction with brick veneer and a metal roof. The floorplan is identical to the buildings at the auxiliary fields with a concession area, restrooms and storage room.

BUYBOARD CONTRACT 781-25

RFL BASE MODEL #W624CN2ST (CUSTOM DESIGN)	**@**	**$627,332.00**
INSTALL	**@**	**$ 11,500.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$638,832.00**
FREIGHT AND CRANE	**@**	**$ 63,000.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 21,055.00**
TOTAL BUYBOARD W/ FREIGHT AND CRANE	**@**	**$722,887.00**

The building will be delivered to the location and set in place. Then the brick veneer, plumbing and electrical will be completed by the installation crew. The BuyBoard price includes all architectural / design, building engineering, construction of the building, inspections, freight, crane, installation, bonds and permits. Additional project funds in the amount of $35,000 are requested to cover plumbing and electrical final connections as well as any unforeseen expenses.

Staff anticipates that construction of the facility will be completed in Spring 2027.

Staff recommends the BuyBoard purchase of the modular restroom building from Restrooms Facilities Limited in the amount of $722,887.00. With the additional $75,000 requested funds for project related costs, total project funding requested is $797,877.00

Funding in the amount of $797,887.00 is available in the Hotel Motel Fund, and will be appropriated to the Auxiliary Field 5 and 6 Construction project for said purpose.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LTD, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A MODULAR CONCESSION, STORAGE AND RESTROOM FACILITY AT THE SCHARBAUER SPORTS COMPLEX AT A COST OF $722,887.00; APPROVING $75,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the Buyboard Purchasing Program is a cooperative purchasing program in which the City participates 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 $722,887.00 for the purchase and installation of a modular concession, storage and restroom facility at the Scharbauer Sports Complex (the "Project") through Buyboard; and

WHEREAS, the City Council finds that the price proposed by 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 Contractor for the Project through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve $75,000.00 for Project-related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the Project, through Buyboard, for a total cost of $722,887.00. 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 City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change

order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than $180,721.75.

SECTION THREE. That the sum of $75,000.00 for Project-related expenses is hereby approved.

SECTION FOUR. That the sum of $797,887.00 is available in the Hotel Motel Fund and shall be appropriated to the Auxiliary Field 5 and 6 Construction Project.

SECTION FIVE. That the City Comptroller is hereby authorized and directed to pay Restroom Facilities LTD in accordance with the provisions of the above-referenced contract and change orders executed in accordance with this resolution 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

26005362

THIS CONTRACT, effective the 22nd day of July, 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: $ 722,887.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the installation of a restroom facility at the Scharbauer Sports Complex Auxiliary 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 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 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 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 _____, 20____.

_____

Notary Public, State of _____

TURNKEY QUOTATION

PROJECT NAME: **SCHARBAUER AUX FIELDS RESTROOM / CONCESSION / STORAGE BUILDING**
OWNER: **THE CITY OF MIDLAND, TEXAS**
DATE: **JUNE 12, 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 #W624CN2ST (CUSTOM DESIGN)@		**$ 627,332.00**
INSTALL	**@**	**$ 11,500.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$ 638,832.00**
FREIGHT AND CRANE	**@**	**$ 63,000.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 21,055.00**
TOTAL BUYBOARD W/ FREIGHT, CRANE, BONDS@		**$ 722,887.00**

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. **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, 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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **CREDIT:**
(Deposit and Progress Payments)

8. **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.

9. **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

1707 Colt Circle, Marble Falls, Texas 78654 ● Phone: 512.222.5454 ● www.restroomfacilities.com

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

---

* 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

26005362

THIS CONTRACT, effective the 22nd day of July, 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: $ 722,887.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the installation of a restroom facility at the Scharbauer Sports Complex Auxiliary 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 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 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 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 _____, 20____.

_____

Notary Public, State of _____

TURNKEY QUOTATION

PROJECT NAME: **SCHARBAUER AUX FIELDS RESTROOM / CONCESSION / STORAGE BUILDING**
OWNER: **THE CITY OF MIDLAND, TEXAS**
DATE: **JUNE 12, 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 #W624CN2ST (CUSTOM DESIGN)@		**$ 627,332.00**
INSTALL	**@**	**$ 11,500.00**
TOTAL WITH BUYBOARD DISCOUNT	**@**	**$ 638,832.00**
FREIGHT AND CRANE	**@**	**$ 63,000.00**
PAYMENT AND PERFORMANCE BONDS	**@**	**$ 21,055.00**
TOTAL BUYBOARD W/ FREIGHT, CRANE, BONDS@		**$ 722,887.00**

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. **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, 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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **CREDIT:**
(Deposit and Progress Payments)

8. **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.

9. **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

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

---

* 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: 9.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION RATIFYING AND APPROVING EMERGENCY REMOVAL SERVICES PERFORMED BY C&B MATERIALS OF TEXAS, LLC AT THE BACKDOOR RESERVOIR LOCATED AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $356,250.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution ratifying the purchase and approving payment for emergency solids handling removal services performed at the Backdoor Reservoir located at the Water Purification Plant performed by C&B Materials of Texas, LLC, for a total cost of $356,250.00.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the 2018 Utilities General Obligation Bond and will be appropriated for said purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
C&B Materials of Texas, LLC was called for the emergency solids handling removal services performed at the Backdoor Reservoir located at the Water Purification Plant. The Backdoor Reservoir at the Water Purification Plant was cleaned of accumulated sediment, debris, and other solids to restore its intended storage capacity and ensure reliable, continuous plant operations. 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 solids handling removal services performed at the Backdoor Reservoir located at the Water Purification Plant performed by C&B Materials of Texas, LLC, for a total cost of $356,250.00.

Attachments:
A. Backdoor Reservoir Solids Handling Cleanup at WPP Memo
B. RESO w EXH - Ratify - Emergency Solids Removal Services Reso w Exh

C. C&B Materials of Texas Invoice CB-8953 $356,250.00

Erika Munoz, General Services	Created/Initiated - 7/9/2026
Regina Stephenson, General Services	Approved - 7/9/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

INTEROFFICE MEMORANDUM

To: Erika Munoz, Purchasing Manager

From: Alma McCammond
Date: 6/29/2026

Subject: Ratification of Payment – Solids Handling Removal at the Backdoor Reservoir Located at the Water Purification Plant

Purpose:

To **request ratification of payment to C&B Materials of Texas, LLC** in the amount of $356,250.00 for solids handling removal services performed at the Backdoor Reservoir located at the Water Purification Plant.

Background:

The Backdoor Reservoir located at the Water Purification Plant had experienced significant accumulation of sediment, debris, and other solids, reducing the effective storage capacity of the reservoir and impacting its intended functionality. The reservoir serves a critical role in treatment and storage, and maintaining its capacity and operational reliability is essential to supporting continuous plant operations. To restore functionality and preserve operational reliability, solids handling removal services were performed to remove accumulated material and restore the reservoir's intended capacity.

Scope of Work:

C&B Materials of Texas, LLC provided all necessary labor, equipment, supervision, and safety oversight to perform solids handling removal services for the Backdoor Reservoir located at the Water Purification Plant.

The scope of work included:

- Removal of sediment, debris, and accumulated solids from the Backdoor Reservoir.
- Restoration of reservoir capacity and functionality.
- Disposal and management of removed materials as necessary to complete the work.

All work has been completed.

Justification:

The completed work was necessary to protect critical water treatment infrastructure and maintain reliable plant operations. Continued accumulation of solids had the potential to adversely affect reservoir performance, treatment efficiency, and overall system reliability. Performing the work restored operational capacity, reduced the potential for future operational disruptions, and supported the City's ability to consistently provide safe and reliable drinking water to customers.

This project aligns with **Goal 6: Strengthen and Sustain Our Infrastructure**, specifically **Goal 6.1: Provide Reliable and Sustainable Utilities**, by maintaining critical water treatment infrastructure and supporting the continued delivery of reliable water services.

Cost and Funding:

- **Total Cost:** $356,250.00
- **Funding Source:** Water Maintenance Fund

Request for Approval:

Approval for the ratification of payment in the amount of $356,250.00 to C&B Materials of Texas, LLC is requested for the completed solids handling removal services performed at the Backdoor Reservoir located at the Water Purification Plant.

Please let me know if you need any additional documentation or information.

Sincerely,

Alma McCammond
Assistant Utilities Director

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING EMERGENCY REMOVAL SERVICES PERFORMED BY C&B MATERIALS OF TEXAS, LLC AT THE BACKDOOR RESERVOIR LOCATED AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $356,250.00; AND AUTHORIZING PAYMENT

WHEREAS, the Backdoor Reservoir (the "Reservoir") located at the Water Purification Plant had experienced significant accumulation of sediment, debris, and other solids, reducing the effective storage capacity of the reservoir and impacting its intended functionality; and

WHEREAS, the Reservoir serves a critical role in treatment and storage of wastewater, and to restore functionality and preserve operation reliability, removal services were performed to remove the accumulated material and restore the Reservoir's intended capacity;

WHEREAS, C&B Materials of Texas, LLC ("Company") was the contractor called on to perform the emergency removal services (the "Services"); and

WHEREAS, Company agreed to provide the Services for a total cost of $356,250.00 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 above-referenced Services constitute a procurement necessary to preserve or protect the public health or safety of the City's residents as contemplated by Tex. Loc. Gov't Code § 252.022(a)(2); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve the Services provided by Company for a total cost of $356,250.00;

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

SECTION ONE. That the Services performed by Company for a total cost of $356,250.00 are hereby ratified and approved.

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

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company from funds described in Section Two hereof 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

INVOICE

C&B Materials of Texas, LLC
10623 PO Box
Midland, TX 79702

ar@cbmaterialsoftx.com
+1 (432) 247-1535

Bill to
The City of Midland
5000 N Midland Dr
Midland, TX 79707

Ship to
The City of Midland
5000 N Midland Dr
Midland, TX 79707

Invoice details
Invoice no.: 8953
Terms: Net 30
Invoice date: 06/12/2026
Due date: 07/12/2026

Location Name: Water Purification Plant

Date	Product or service	Description	Qty	Rate	Amount
04/22/2026	**Roustabout Services**	Midland Terminal Storage Reservoir Cleaning at the COM Water Purification Plant	1	$356,250.00	$356,250.00

Total **$356,250.00**

Ways to pay

BANK

View and pay

Exhibit "A"

INVOICE

C&B Materials of Texas, LLC
10623 PO Box
Midland, TX 79702

ar@cbmaterialsoftx.com
+1 (432) 247-1535

Bill to
The City of Midland
5000 N Midland Dr
Midland, TX 79707

Ship to
The City of Midland
5000 N Midland Dr
Midland, TX 79707

Invoice details
Invoice no.: 8953
Terms: Net 30
Invoice date: 06/12/2026
Due date: 07/12/2026

Location Name: Water Purification Plant

Date	Product or service	Description	Qty	Rate	Amount
04/22/2026	**Roustabout Services**	Midland Terminal Storage Reservoir Cleaning at the COM Water Purification Plant	1	$356,250.00	$356,250.00

Total **$356,250.00**

Ways to pay

BANK

View and pay

City Council Meeting

Item Number: 10.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR ENGINEERING SUPPORT SERVICES ASSOCIATED WITH CHEMICAL FEED IMPROVEMENTS AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $184,941.63; AND AUTHORIZING PAYMENT

Purpose:
Resolution awarding the execution of a professional services agreement with Garver LLC for engineering support services for the chemical feed improvements at the Water Purification Plant for a cost of $184,941.63.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Resolution 2025-074 approved the selection of Garver LLC, for performance of on call engineering support services for the Utilities Department. Garver LLC will provide engineering support services for the chemical feed improvements at the Water Purification Plant. Please see the attached meno from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding the execution of a professional services agreement with Garver LLC for engineering support services for the chemical feed improvements at the Water Purification Plant for a cost of $184,941.63.

Attachments:
A. Chem Improvements WPP Memo copy
B. RESO w EXH - Authorize PSA - Chemical Feed Improvements Reso w Exh
C. 26005370 PSA Chemical Feed Improvements

Erika Munoz, General Services	Created/Initiated - 7/10/2026
Regina Stephenson, General Services	Approved - 7/10/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

INTEROFFICE MEMORANDUM

To: Erika Munoz, Purchasing Manager

From: Alma McCammond
Date: 7/10/2026

Subject: Approval of Proposal for Engineering Services – Chemical Feed Improvements at the Water Purification Plant and Peggy Sue Reservoir

Purpose:

To request approval to enter into a Professional Services Agreement (PSA) with Garver, LLC, a firm currently under the City's approved Utilities on-call engineering services agreements authorized by **Resolution No. 2025-074**, for engineering services in the amount of **$184,941.63** for the Chemical Feed Improvements Project at the Water Purification Plant and Peggy Sue Reservoir.

Background:

The Utilities Department has identified the need to enhance chemical feed capabilities at the Water Purification Plant and Peggy Sue Reservoir to support current treatment objectives and anticipated future treatment demands. The project will establish permanent infrastructure for the storage, metering, and injection of copper sulfate and sodium permanganate, improving treatment reliability, operational efficiency, and chemical handling safety.

Scope of Work:

Garver, LLC will provide engineering services for the project, including:

- Project administration and field investigations.
- Preliminary and final engineering design.
- Preparation of construction plans, specifications, and construction cost estimates.
- Coordination with the Texas Commission on Environmental Quality (TCEQ) for regulatory review.
- Bidding support, including preparation of bid documents, contractor evaluation, and recommendation of award.
- Construction phase services, including construction administration, submittal review, change order support, project closeout, and preparation of record drawings.

Justification:

These improvements will provide reliable chemical feed infrastructure necessary to support current treatment objectives and anticipated future treatment demands, including manganese treatment and zebra mussel control. By modernizing chemical storage, metering, and injection systems, the project will improve operational reliability, enhance safety, strengthen long-term treatment performance, and provide greater flexibility to respond to changing source water conditions.

The need for these improvements was further reinforced during the City's most recent **TCEQ Mandatory Comprehensive Performance Evaluation (MCPE)**, which identified enhancements to the chemical feed systems as a priority for continued treatment optimization.

This project aligns with **Goal 6: Strengthen and Sustain Our Infrastructure**, specifically **Goal 6.1: Provide Reliable and Sustainable Utilities**, by investing in essential water treatment infrastructure that supports reliable, resilient, and sustainable utility operations.

Cost and Funding:

- **Total Cost:** $184,941.63
- **Funding Source:** Funds are available in the Utilities Department Consultant Line Item.

Request for Approval:

Approval is requested to execute a Professional Services Agreement (PSA) with Garver, LLC in the amount of **$184,941.63** for professional engineering services associated with the Chemical Feed Improvements Project at the Water Purification Plant and Peggy Sue Reservoir.

Please let me know if you need any additional documentation or information.

Sincerely,

Alma McCammond
Assistant Utilities Director

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR ENGINEERING SUPPORT SERVICES ASSOCIATED WITH CHEMICAL FEED IMPROVEMENTS AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $184,941.63; AND AUTHORIZING PAYMENT

WHEREAS, Resolution 2025-074 approved the selection of Garver, LLC ("Company") for the performance of on-call engineering support services for the Utilities Department; and

WHEREAS, the Utilities Department has selected Company to provide engineering support services associated with chemical feed improvements at the Water Purification Plant (the "Services"); and

WHEREAS, Company has proposed to perform the Services for a total cost of $184,941.63; and

WHEREAS, the City Council finds that Company is qualified to perform the Services; and

WHEREAS, the City Council finds that the professional fees proposed by Company are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Company provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Company as the most highly qualified provider of the Services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fees for the Services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a

professional services agreement with Company for the Services. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That $184,941.63 is available in the Utilities Operating Budget and will be transferred to a project for said purpose.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company from available funds referenced in Section Two hereof in accordance with the terms of said professional services agreement upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____

Nicholas Toulet, City Attorney

PROFESSIONAL SERVICES AGREEMENT
26005370

THIS AGREEMENT is made and effective the 22 day of July 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Garver LLC, ("*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 engineering support services for the chemical feed improvements at the Water Purification Plant (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $184,941.63 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

Exhibit A

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 July 22, 2026 until July 21, 2027, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

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

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

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

If to COMPANY: Garver LLC
4701 Northshore Dr
North Little Rock, Arkansas 72118

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

[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 Garver LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

EXHIBIT A
(SCOPE OF SERVICES)

GENERAL

Generally, the scope of services includes survey, preliminary engineering, design, bidding support, and construction phase services for chemical feed improvements at the City of Midland Water Purification Facility and Peggy Sue Reservoir. The project will provide facilities for the storage, metering, and injection of copper sulfate and sodium permanganate to support manganese treatment and zebra mussel control. Improvements are anticipated to include prefabricated fiberglass chemical feed buildings, bulk chemical storage tanks, metering pumps, chemical piping, injection equipment, secondary containment systems, electrical service, instrumentation and controls, SCADA integration, concrete foundations, and associated site improvements. Garver will confirm design criteria and chemical feed requirements during the preliminary engineering phase and develop construction documents for competitive bidding and construction of the improvements.

TASK 1. PROJECT ADMINISTRATION

1.1. Kick-off Meeting and Site Visits

Garver will hold a kick-off meeting with the City of Midland (City) to confirm goals, schedule, and deliverables for the project. Garver will also conduct site visits to the Water Purification Facility and Peggy Sue Reservoir to review existing conditions and collect information necessary for design. Garver will request and review available information including, but not limited to, the following:

- Record drawings and available GIS information.
- Available electrical one-line diagrams and panel schedules.
- Available SCADA and communications information.
- Historical and anticipated chemical feed rates.
- Historical and anticipated plant flow rates.
- Existing operational procedures and treatment objectives related to manganese control and zebra mussel treatment.

1.2. Project Management and Quality Control/Assurance Plan

A. Garver will prepare and provide up to twenty (20) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports will be submitted with monthly invoices and project updates. Garver will manage all efforts of the project team and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.
B. Garver will develop a Project Management Plan and Quality Control/Assurance Plan for internal use and will perform Quality Assurance/Quality Control (QA/QC) reviews at major milestones of the project.
C. Conduct up to three (3) virtual progress meetings during design phases to provide status and progress updates.

TASK 2. FIELD INVESTIGATIONS

2.1. Topographic Survey

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site.Garver will establish control points for use during construction.

Since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes.In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

TASK 3. PRELIMINARY DESIGN

Garver will develop preliminary engineering and design documents for the proposed chemical feed improvements to confirm project requirements, establish the basis of design, and develop the proposed improvements to approximately thirty percent (30%) design completion. Garver will develop a Preliminary Design Technical Memorandum (TM).

3.1. Preliminary Design

Garver will develop a Preliminary Design TM that will include the following:

- Review of copper sulfate and sodium permanganate feed rates, storage requirements, operational objectives, and equipment sizing assumptions.
- Preliminary chemical feed system layouts, building layouts, and site layouts.
- Preliminary electrical, instrumentation, and control concepts for the proposed facilities.
- AACE Class 4 Opinion of Probable Construction Cost (OPCC)

3.2. Preliminary Design Workshop

Garver will submit the preliminary design TM to the City and conduct one (1) in-person workshop to review the proposed improvements, design criteria, project assumptions, and preliminary construction cost estimate. Comments received from the City will be incorporated into the subsequent detailed design phase.

TASK 4. DETAILED DESIGN

Garver will prepare detailed design documents for the proposed chemical feed improvements at the Water Purification Facility and Peggy Sue Reservoir. The design will be completed through 90% and 100% Bid Ready design milestones and will include plans, specifications, and construction cost estimates necessary for bidding and construction of the improvements.

4.1. 90% Design

A. Following approval of the Preliminary Design TM, Garver will prepare 90% design plans for all sheets.
B. Garver will prepare 90% technical specifications. These specifications will include all technical specification and the City of Midland front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.
C. Prepare an estimate of construction quantities and develop an AACE Class 2 OPCC.
D. Deliverables:

- 90% plans in PDF.
- 90% specifications in PDF.
- AACE Class 2 OPCC in PDF.

E. Conduct one in-person design review Workshop with the CITY pertaining to the CITY comments and design considerations of the deliverable.
F. Coordinate submission to TCEQ.

4.1.1. 100% Bid-Ready Design

A. Following approval of the 90% design plans, Garver will prepare Bid-Ready design plans for all sheets.
B. Following approval of the 90% specifications, Garver will prepare Bid-Ready specifications. These specifications will include all technical specification and the City of Midland front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.
C. Update the estimate of construction quantities and develop an AACE Class 1 OPCC.
D. Incorporate comments received on the 90% submittal from the City and TCEQ and prepare Bid-Ready documents.
E. Deliverables

The following will be submitted to the City:

- Bid-Ready Plans in PDF
- Bid-Ready Specifications in PDF.
- AACE Class 1 OPCC in PDF.

TASK 5. ADVERTISEMENT/BIDDING SERVICES

During the bidding phase of the project, Garver will support the City by providing the following:

- Prepare responses to questions during advertisement.
- Prepare addenda as required to support the bidding process.
- Assist with reviewing Contractor's qualifications.
- Provide Letter of Recommendation of Award.
- Prepare conformed documents.

TASK 6. CONSTRUCTION PHASE SERVICES

During the construction phase of work, Garver will provide the following:

6.1. Construction Administration

A. Attend up to five (5) site visits for progress observation or coordination meetings with the Owner/Contractor.
B. Evaluate and respond to up to thirty (30) construction material submittals and shop drawings. Shop drawing and submittal review is limited to general conformance with the design intent and Contract Documents and does not relieve the Contractor of responsibility for construction means and methods, coordination, safety, or compliance with the Contract Documents.
C. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (RFIs) regarding the construction contract documents.
D. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment.Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

6.2. Contract Modifications

A. When authorized by the Owner, prepare up to three (3) change orders for changes in the work from that originally provided for in the construction contract documents.If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

6.3. Startup and Project Closeout

A. Participate in final Project inspection, prepare punch list, review final Project closing documents, and submit final pay request.
B. Prepare record drawings based on Contractor-provided redline drawings.
C. Provide equipment warranty follow-up support.

The proposed not to exceed fee for Construction Phase Services is based on a 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, or if the effort to manage the construction phase exceeds this amount, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction phase services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take.However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation.Garver will also record the observance, the discussion, and the actions taken.If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services scope and will be performed only upon written authorization by the City. Additional Services may be required due to changes in project scope, unforeseen conditions, regulatory requirements, stakeholder requests, or other circumstances not contemplated in the Basic Services. Additional Services will be provided for compensation as mutually agreed upon by the City and Engineer.

TASK 7. Subsurface Utility Engineering (SUE)

Provide Subsurface Utility Engineering (SUE) services, including utility records research, utility designation, potholing, utility mapping, conflict identification, and coordination with utility owners, as required to support project design and construction.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

A. Geotechnical surveys
B. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
C. Funding Assistance
D. Submittals or deliverables in addition to those listed herein.
E. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to the TCEQ.
F. Construction materials testing.
G. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
H. Construction inspection by a resident project representative.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
TASK 1 – PROJECT ADMINISTRATION	
Kickoff Meeting	15 days from Notice to Proceed (NTP)
TASK 2 – FIELD INVESTIGATIONS	60 days from NTP
TASK 3 – PRELIMINARY DESIGN	30 days from NTP
TASK 4 – DETAILED DESIGN	
90% Design	45 days from completion of Task 3
100% Bid-Ready Design	15 days from 90% design approval
TASK 5 – ADVERTISEMENT/BIDDING	45 days from Task 4
TASK 6 – CONSTRUCTION PHASE SERVICES	180 days from completion of Task 5

Exhibit B

City of Midland
Chemical Feed Improvements

FEE SUMMARY

Basic Services Section		Estimated Fees
Project Administration	$	10,246.00
Field Investigations	$	20,803.50
Preliminary Design	$	35,766.00
Detailed Design	$	60,562.00
Advertisement / Bidding	$	9,778.00
Construction Services	$	33,568.00
Subtotal for Basic Services Section	**$**	**170,723.50**

Additional Services Section		Estimated Fees
Subsurface Utility Engineering	$	14,218.13
Subtotal for Additional Services Section	**$**	**14,218.13**

Total All Services	**$**	**184,941.63**

PROFESSIONAL SERVICES AGREEMENT
26005370

THIS AGREEMENT is made and effective the 22 day of July 2026, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Garver LLC, ("*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 engineering support services for the chemical feed improvements at the Water Purification Plant (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $184,941.63 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 July 22, 2026 until July 21, 2027, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

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

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

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

If to COMPANY: Garver LLC
4701 Northshore Dr
North Little Rock, Arkansas 72118

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

ARTICLE XV. INDEMNITY

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

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

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

EXHIBIT A
(SCOPE OF SERVICES)

GENERAL

Generally, the scope of services includes survey, preliminary engineering, design, bidding support, and construction phase services for chemical feed improvements at the City of Midland Water Purification Facility and Peggy Sue Reservoir. The project will provide facilities for the storage, metering, and injection of copper sulfate and sodium permanganate to support manganese treatment and zebra mussel control. Improvements are anticipated to include prefabricated fiberglass chemical feed buildings, bulk chemical storage tanks, metering pumps, chemical piping, injection equipment, secondary containment systems, electrical service, instrumentation and controls, SCADA integration, concrete foundations, and associated site improvements. Garver will confirm design criteria and chemical feed requirements during the preliminary engineering phase and develop construction documents for competitive bidding and construction of the improvements.

TASK 1. PROJECT ADMINISTRATION

1.1. Kick-off Meeting and Site Visits

Garver will hold a kick-off meeting with the City of Midland (City) to confirm goals, schedule, and deliverables for the project. Garver will also conduct site visits to the Water Purification Facility and Peggy Sue Reservoir to review existing conditions and collect information necessary for design. Garver will request and review available information including, but not limited to, the following:

- Record drawings and available GIS information.
- Available electrical one-line diagrams and panel schedules.
- Available SCADA and communications information.
- Historical and anticipated chemical feed rates.
- Historical and anticipated plant flow rates.
- Existing operational procedures and treatment objectives related to manganese control and zebra mussel treatment.

1.2. Project Management and Quality Control/Assurance Plan

A. Garver will prepare and provide up to twenty (20) monthly progress/status reports, sufficient to support monthly billings. Monthly status reports will be submitted with monthly invoices and project updates. Garver will manage all efforts of the project team and maintain appropriate records and documentation of project decisions, modifications, activities, communication, correspondence, and schedules.
B. Garver will develop a Project Management Plan and Quality Control/Assurance Plan for internal use and will perform Quality Assurance/Quality Control (QA/QC) reviews at major milestones of the project.
C. Conduct up to three (3) virtual progress meetings during design phases to provide status and progress updates.

TASK 2. FIELD INVESTIGATIONS

2.1. Topographic Survey

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the Project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the Project site.Garver will establish control points for use during construction.

Since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes.In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

TASK 3. PRELIMINARY DESIGN

Garver will develop preliminary engineering and design documents for the proposed chemical feed improvements to confirm project requirements, establish the basis of design, and develop the proposed improvements to approximately thirty percent (30%) design completion. Garver will develop a Preliminary Design Technical Memorandum (TM).

3.1. Preliminary Design

Garver will develop a Preliminary Design TM that will include the following:

- Review of copper sulfate and sodium permanganate feed rates, storage requirements, operational objectives, and equipment sizing assumptions.
- Preliminary chemical feed system layouts, building layouts, and site layouts.
- Preliminary electrical, instrumentation, and control concepts for the proposed facilities.
- AACE Class 4 Opinion of Probable Construction Cost (OPCC)

3.2. Preliminary Design Workshop

Garver will submit the preliminary design TM to the City and conduct one (1) in-person workshop to review the proposed improvements, design criteria, project assumptions, and preliminary construction cost estimate. Comments received from the City will be incorporated into the subsequent detailed design phase.

TASK 4. DETAILED DESIGN

Garver will prepare detailed design documents for the proposed chemical feed improvements at the Water Purification Facility and Peggy Sue Reservoir. The design will be completed through 90% and 100% Bid Ready design milestones and will include plans, specifications, and construction cost estimates necessary for bidding and construction of the improvements.

4.1. 90% Design

A. Following approval of the Preliminary Design TM, Garver will prepare 90% design plans for all sheets.
B. Garver will prepare 90% technical specifications. These specifications will include all technical specification and the City of Midland front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.
C. Prepare an estimate of construction quantities and develop an AACE Class 2 OPCC.
D. Deliverables:

- 90% plans in PDF.
- 90% specifications in PDF.
- AACE Class 2 OPCC in PDF.

E. Conduct one in-person design review Workshop with the CITY pertaining to the CITY comments and design considerations of the deliverable.
F. Coordinate submission to TCEQ.

4.1.1. 100% Bid-Ready Design

A. Following approval of the 90% design plans, Garver will prepare Bid-Ready design plans for all sheets.
B. Following approval of the 90% specifications, Garver will prepare Bid-Ready specifications. These specifications will include all technical specification and the City of Midland front-end documents including proposal forms, notice to bidders, bid forms, and bond forms.
C. Update the estimate of construction quantities and develop an AACE Class 1 OPCC.
D. Incorporate comments received on the 90% submittal from the City and TCEQ and prepare Bid-Ready documents.
E. Deliverables

The following will be submitted to the City:

- Bid-Ready Plans in PDF
- Bid-Ready Specifications in PDF.
- AACE Class 1 OPCC in PDF.

TASK 5. ADVERTISEMENT/BIDDING SERVICES

During the bidding phase of the project, Garver will support the City by providing the following:

- Prepare responses to questions during advertisement.
- Prepare addenda as required to support the bidding process.
- Assist with reviewing Contractor's qualifications.
- Provide Letter of Recommendation of Award.
- Prepare conformed documents.

TASK 6. CONSTRUCTION PHASE SERVICES

During the construction phase of work, Garver will provide the following:

6.1. Construction Administration

A. Attend up to five (5) site visits for progress observation or coordination meetings with the Owner/Contractor.
B. Evaluate and respond to up to thirty (30) construction material submittals and shop drawings. Shop drawing and submittal review is limited to general conformance with the design intent and Contract Documents and does not relieve the Contractor of responsibility for construction means and methods, coordination, safety, or compliance with the Contract Documents.
C. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (RFIs) regarding the construction contract documents.
D. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment.Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

6.2. Contract Modifications

A. When authorized by the Owner, prepare up to three (3) change orders for changes in the work from that originally provided for in the construction contract documents.If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

6.3. Startup and Project Closeout

A. Participate in final Project inspection, prepare punch list, review final Project closing documents, and submit final pay request.
B. Prepare record drawings based on Contractor-provided redline drawings.
C. Provide equipment warranty follow-up support.

The proposed not to exceed fee for Construction Phase Services is based on a 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, or if the effort to manage the construction phase exceeds this amount, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction phase services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take.However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation.Garver will also record the observance, the discussion, and the actions taken.If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

ADDITIONAL SERVICES

Additional Services are not included in the Basic Services scope and will be performed only upon written authorization by the City. Additional Services may be required due to changes in project scope, unforeseen conditions, regulatory requirements, stakeholder requests, or other circumstances not contemplated in the Basic Services. Additional Services will be provided for compensation as mutually agreed upon by the City and Engineer.

TASK 7. Subsurface Utility Engineering (SUE)

Provide Subsurface Utility Engineering (SUE) services, including utility records research, utility designation, potholing, utility mapping, conflict identification, and coordination with utility owners, as required to support project design and construction.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

A. Geotechnical surveys
B. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
C. Funding Assistance
D. Submittals or deliverables in addition to those listed herein.
E. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to the TCEQ.
F. Construction materials testing.
G. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
H. Construction inspection by a resident project representative.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
TASK 1 – PROJECT ADMINISTRATION	
Kickoff Meeting	15 days from Notice to Proceed (NTP)
TASK 2 – FIELD INVESTIGATIONS	60 days from NTP
TASK 3 – PRELIMINARY DESIGN	30 days from NTP
TASK 4 – DETAILED DESIGN	
90% Design	45 days from completion of Task 3
100% Bid-Ready Design	15 days from 90% design approval
TASK 5 – ADVERTISEMENT/BIDDING	45 days from Task 4
TASK 6 – CONSTRUCTION PHASE SERVICES	180 days from completion of Task 5

Exhibit B

City of Midland
Chemical Feed Improvements

FEE SUMMARY

Basic Services Section		Estimated Fees
Project Administration	$	10,246.00
Field Investigations	$	20,803.50
Preliminary Design	$	35,766.00
Detailed Design	$	60,562.00
Advertisement / Bidding	$	9,778.00
Construction Services	$	33,568.00
Subtotal for Basic Services Section	**$**	**170,723.50**

Additional Services Section		Estimated Fees
Subsurface Utility Engineering	$	14,218.13
Subtotal for Additional Services Section	**$**	**14,218.13**

Total All Services	**$**	**184,941.63**

City Council Meeting

Item Number: 11.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION RESCINDING THE AUTHORIZATION TO PURCHASE CERTAIN VEHICLES FOR THE GENERAL SERVICES DEPARTMENT UNDER RESOLUTION NO. 2026-055; AND RESCINDING THE RELATED AUTHORIZATION FOR PAYMENT

Purpose:
Resolution rescinding items #7, 9, 10 and 11 on Resolution 2026-055 from the cars and light trucks bid received for the General Services Department.

Recommended Action:
Approve

Fiscal Impact:
Funding not required.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:

Please consider rescinding Items 7, 9, 10 and 11 on Resolution 2026-055. The items are shown in the table below.

The low bidder for Items 7, 10 and 11, Grapevine DCJ, LLC, received notice that the order bank had already been closed on the trucks effective immediately and that all of the other 2026 trucks would be closing the following day and therefore could not provide the vehicles as bid.

The low bidder for Item 9, Rogers Ford Sales, Inc., inadvertently submitted a bid for a full-size 1/2-ton extended cab 4x4 truck and is unable to provide the specified vehicle at the bid amount of $42,910.00.

These vehicles will instead be purchased through a purchasing cooperative or the items will be re-bid. Please see the attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Item	Description	City Division	Dealership	Total Cost
7	Full size ¾ Ton Regular Cab 4X4	Code Admin	Grapevine DCJ, LLC	$44,167.00
9	Full size ¾ Ext Cab 4X4	Water Purification	Rogers Ford Sales, Inc.	$42,910.00
10	Full-size ¾-ton crew cab two-wheel-drive truck with lift gate	Transportation	Grapevine DCJ, LLC	$50,399.00
11	Full-size ¾-ton crew cab four-wheel-drive truck	Water Reclamation	Grapevine DCJ, LLC	$53,041.00
	Total			$190,517.00

Therefore, please consider a resolution rescinding Items 7, 9, 10 and 11 from the cars and light trucks bid.

Attachments:

A. Garage memo to rescind trucks
B. RESO - Rescind Certain Authorized Vehicle Purchases Reso

Erika Munoz, General Services	Created/Initiated - 7/9/2026
Regina Stephenson, General Services	Approved - 7/9/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/14/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Bid proposal 26003139 for Light Trucks and Suv's

DATE: 6/30/2026

Item 7: Fleet services is requesting to cancel the purchase of (1) one ¾ ton regular cab 4-wheel drive pickup from Grapevine DCJ, LLC in the amount of $44,167. Grapevine DCJ, LLC cannot provide the vehicle as bid because the order bank has closed.

Item 9: Fleet services is requesting to cancel the purchase of (1) one ¾ ton extended cab 4-wheel drive pickup from Rogers Ford Sales Inc in the amount of $42,910. Rogers Ford Sales Inc bid a ½ ton pickup and cannot provide the ¾ ton truck as bid.

Item 10: Fleet services is requesting to cancel the purchase of (1) one ¾ ton crew cab pickup with a lift gate from Grapevine DCJ LLC in the amount of $50,399. Grapevine DCJ, LLC cannot provide the vehicle as bid because the order bank has closed.

Item 11: Fleet services is requesting to cancel the purchase of (1) one ¾ ton crew cab 4-wheel drive from Grapevine DCJ LLC in the amount of $53,041. Grapevine DCJ, LLC cannot provide the vehicle as bid because the order bank has closed.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION RESCINDING THE AUTHORIZATION TO PURCHASE CERTAIN VEHICLES FOR THE GENERAL SERVICES DEPARTMENT UNDER RESOLUTION NO. 2026-055; AND RESCINDING THE RELATED AUTHORIZATION FOR PAYMENT

WHEREAS, Resolution No. 2026-055 authorized the purchase of various vehicles for the General Services Department pursuant to Bid No. 26003139, and authorized payment for said vehicles from funds available in the Garage Fund Operating Budget; and

WHEREAS, the purchase authorized by Resolution No. 2026-055 included Items #7, 9, 10, and 11 from the cars and light trucks bid received under Bid No. 26003139, said items being set forth below:

Item	Description	City Division	Dealership	Total Cost
7	Full-size 3/4-ton regular cab 4X4 truck	Code Administration	Grapevine DCJ, LLC	$44,167.00
9	Full-size 3/4-ton extended cab 4X4 truck	Water Purification	Rogers Ford Sales, Inc.	$42,910.00
10	Full-size 3/4-ton crew cab two-wheel-drive truck with lift gate	Transportation	Grapevine DCJ, LLC	$50,399.00
11	Full-size 3/4-ton crew cab four-wheel-drive truck	Water Reclamation	Grapevine DCJ, LLC	$53,041.00
			Total	**$190,517.00**

; and

WHEREAS, the low bidder for Items #7, 10, and 11, Grapevine DCJ, LLC, has advised that the order bank for the 2026 trucks has closed and it is therefore unable to provide the vehicles as bid; and

WHEREAS, the low bidder for Item #9, Rogers Ford Sales, Inc., inadvertently submitted a bid for a full-size 1/2-ton extended cab 4x4 truck and is unable to provide the specified vehicle for Item #9 at the bid amount of $42,910.00; and

WHEREAS, the City Council finds it to be in the public interest to rescind the authorization to purchase said vehicles (Items #7, 9, 10, and 11) and to rescind the related authorization for payment;

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

SECTION ONE. That the authorization granted in Resolution No. 2026-055 for the City Manager to purchase the above-referenced vehicles identified as Items #7, 9, 10, and 11 under Bid No. 26003139, in the total amount of $190,517.00, is hereby rescinded.

SECTION TWO. That the authorization and direction to the City Comptroller to pay the respective bidders for said vehicles (Items #7, 9, 10, and 11) from funds available in the Garage Fund Operating Budget is hereby rescinded, and any related commitments, obligations, and directives flowing from that authorization as to said items are hereby rescinded.

SECTION THREE. That all other provisions of Resolution No. 2026-055, including the authorization to purchase the remaining items awarded under Bid No. 26003139, shall remain in full force and effect.

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

City Council Meeting

Item Number: 12.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER 1 WITH PURVIS SYSTEMS INCORPORATED REGARDING THE FIRE ALERTING SYSTEM; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $0 AND TO PROVIDE FOR INSTALLATION SERVICES

Purpose:
Motion authorizing the execution of Change Order Number 1 with PURVIS Systems Incorporated regarding the Fire Alerting System; said change order to be in the amount of $0 and to provide for the installation services.

Recommended Action:
Approve

Fiscal Impact:
Funding not required

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Resolution 2026-030 awarded a five-year contract to Purvis Systems Incorporated for a Fire Alerting System for the Information Technology Systems Department. ITSD is now planning a $0 change order to remove some equipment and add system networking installation. Please see the attached supporting memo from Mihir Patel, Deputy Chief Information Officer, for additional information.

Therefore, please consider a motion authorizing the execution of Change Order Number 1 with PURVIS Systems Incorporated regarding the Fire Alerting System; said change order to be in the amount of $0 and to provide for the installation services.

Attachments:
A. Purvis Change Order
B. Midland TX FSAS Pricing PC2026-336r2
C. Change Order Form

Erika Munoz, General Services	Created/Initiated - 7/9/2026
Regina Stephenson, General Services	Approved - 7/9/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

City Council Agenda Item

MEETING DATE: **07/21/2026**

TO:	Erika Munoz, Assistant General Services Director
FROM:	Mihir Patel, Deputy Chief Information Officer
CC:	Gorgees Eskander, Chief Information Officer
SUBJECT:	Consider a motion authorizing the execution of Change Order Number 1 with PURVIS Systems Incorporated regarding the Fire Alerting System; said change order to be in the amount of $0 and to provide for the installation services.

Purpose:
Consider a motion authorizing the execution of Change Order Number 1 with PURVIS Systems Incorporated regarding the Fire Alerting System; said change order to be in the amount of $0 and to provide for the installation services.

Discussion:
Earlier this year, Purvis Systems Incorporated was awarded the Fire Alerting System project. We now plan to modify the project by removing certain equipment and requirements from the scope and by adding installation services for the system. The following items are being removed from the project scope:

- Fire Training Center. This location is no longer part of the project, so its equipment and software licenses are being removed.
- Gas shutoff integration. The cabling and integration of a gas shutoff device is being removed from all stations, as this is no longer needed.
- 50" message board monitors. Twenty-three (23) of the 50" monitors, priced at $1,134.90 each, are being removed. The City will supply these monitors internally at less than a quarter of that cost, resulting in significant savings.

Removing these items produces a credit to the City, which is applied toward the added installation services. This work includes running and securing cabling and back boxes in each station for Phase 2, so future add-ons can be completed without additional cabling. The result is a credit of $86,548.25 in hardware and software and an offsetting charge of $86,548.25 for installation services, for a net change of $0.

Fiscal Impact
This $0 change order has no fiscal impact and is already budgeted under Agreement 25006623 and contract 1500.

PURVIS PRICE QUOTATION

PURVIS SYSTEMS

Tax ID #: 11-2299301

Date: July 2, 2026
Quote #: PC2026-336r2
Customer: City of Midland, TX
Address: 1500 W. Wall street
Midland, TX 79701
Customer POC: Adam Kane
E-mail akane@midlandtexas.gov
Phone #: 685-685-7124

88 Silva Ln
Middletown, RI 02842
Sales: J. Mascola 401-862-1184
jmascola@purvis.com
Contracts: D Flynn 401-845-8432
DFlynn@purvis.com

TASK:

Change order to the Customer Contract #1500 to modify the FSAS components being delivered, and implemented for the Customer.

Installation pricing includes the purchase and installation of an 18U Wall-mounted rack in Fire Stations 1, 2, 3, 4, 7, 8, 9, & 10.

Customer is responsible for providing a 19" rack with a minimum of 18U space and 26" depth for the PURVIS FSAS components at Fire Stations 5, 6, & 11.

The combined Installation Services price for the awarded Contract #1500 and proposed Change Order PC2026-336r2 includes the following:

- Cabling and installation of all PURVIS FSAS hardware devices to be supplied by PURVIS under the awarded Contract #1500 and the proposed Change Order PC2026-336r2. These devices will be installed in the locations identified and documented during site visits conducted by the City and the PURVIS Team on 3/11/26 - 3/13/26.
- Up to eight (8) fixed zones of the City's existing speakers in Station 1. Stations 2-11 will be configured for a single common zone using the City's existing speakers.
- Installation of cabling and back boxes required for potential future system add-on hardware identified in PURVIS Quotes PC2027-007 and PC2027-018. For these potential future system add-ons, the PURVIS Team will label and run the cables from the FSAS equipment rack in each station to the City's required install location for each device. These required locations were identified and documented during site visits conducted by the City and the PURVIS Team on 3/11/26 - 3/13/26. Additionally, the City of Midland provided floorplans and follow-up correspondence defining zoning/component requirements. Cables will be coiled and secured above the ceiling or in a nearby location for future connection. A blank faceplate will be installed to cover the wiring in the backboxes.
- PURVIS FSAS components and installation services are not included for the Training Center, as that location was removed per the City of Midland.
- Installation services do not include cabling and integration with a gas shutoff device in any stations, as that requirement was removed per the City of Midland.

Customer is responsible for suppying the Monitors and required mounting brackets for the PURVIS FSAS Message Board Displays. The monitor must have 1080p resolution and a HDMI input.

HARDWARE:

Item	PURVIS Part #	Qty	Unit Price	Price (3% Discount)	Extended Price
Radio Interface Unit (RIU) Two (2) Audio Channel - 1U	315-320003-131-2	2	$5,275.00	$5,116.75	$10,233.50
Radio Interface Unit (RIU) Six (6) Audio Channel - 3U	315-320003-131-6	-2	$8,750.00	$8,487.50	-$16,975.00
RIU to Radio Cable - 1 Ch	315-321002-131	-8	$425.00	$412.25	-$3,298.00
Station Control Unit (SCU)	315-030004-131	-1	$19,500.00	$18,915.00	-$18,915.00
SCU Remote Touch Screen (RTS) - 22"	315-250005-131	-1	$735.00	$712.95	-$712.95
Wall Mounting Bracket, Tilt, RTS Monitor	315-190302-131-RTS	-1	$45.00	$43.65	-$43.65
Remote Touch Screen HDMI Video Kit-TX-RX	315-190400-131-RTS	-1	$160.00	$155.20	-$155.20
USB Extender, 1-Port	315-250202-131	-1	$150.00	$145.50	-$145.50
24 Port Unmanaged Network Switch	315-290005-131-LAN	-1	$225.00	$218.25	-$218.25
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	315-040308-131	-1	$1,670.00	$1,619.90	-$1,619.90

Audio/Relay Expansion Module (ARXM) 70v, 8 Zone/8 Relay	315-442000-131-8-8	1	$4,775.00	$4,631.75	$4,631.75
Amplifier 1 Ch (70v) 250w - B (Includes Amplifier Input Module - Mono)	315-070304-131-250	-12	$1,410.00	$1,367.70	-$16,412.40
Amplifier 1 Ch (70v), 300w - J	315-070314-131-301	11	$900.00	$873.00	$9,603.00
Turnout Timer 24" LED Display, 1 Line	315-210006-131-TT	-4	$770.00	$746.90	-$2,987.60
Message Board - 50" Monitor	315-190000-131-50	-23	$1,170.00	$1,134.90	-$26,102.70
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
Power Strip - Rack Mount	315-010500-131	1	$80.00	$77.60	$77.60
19" Rack Shelf 1U, 10" Deep	315-383001-131	-1	-$60.00	-$58.20	$58.20
19" Rack 18U - Wall Mount	315-380001-131	-11	$1,200.00	$1,164.00	-$12,804.00
TOTAL					-$80,839.80
Sales and Use Tax					$0.00
TOTAL HARDWARE					**-$80,839.80**

Hardware Prices do not include installation or any system configuration, if applicable. Any applicable manufacturer warranties will be extended to the customer.

Hardware lead time is at least 8 weeks after receipt of order (ARO)

SOFTWARE:

Item	PURVIS Part #	Qty	Unit Price	Price (3% Discount)	Extended Price
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	315-990405-120	-1	$800.00	$776.00	-$776.00
Station Control Unit (SCU) FSAS Software License (Perpetual)	315-990300-120	-1	$750.00	$727.50	-$727.50
TOTAL					**-$1,503.50**
Sales and Use Tax					$0.00
TOTAL SOFTWARE					**-$1,503.50**

FIXED PRICE SERVICES:

Description	Unit Price	Price (3% Discount)	Price
Implementation Services (Project Management, Configuration, Integration, Test, & Training)	-$3,500.00	-$3,395.00	-$3,395.00
Installation Services	$89,225.00	$86,548.25	$86,548.25
Freight/Shipping & Handling		($809.95)	-$809.95
1 Year Warranty & Maintenance		Included	$0.00
TOTAL SERVICES			**$82,343.30**

GRAND TOTAL	**$0.00**

SALES AND USE TAX: Any required sales and use tax not identified in this quote is responsibility of the quote recipient or Fire Station Alerting System end-user. PURVIS is not responsible for the collection of any required taxes and payments to any tax collection agencies.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

PURVIS SYSTEMS

Hardware:

	Dispatch Center		
Item	**Primary**	**Backup**	**Total**
Radio Interface Unit (RIU) Two (2) Audio Channel - 1U	1	1	2
Radio Interface Unit (RIU) Six (6) Audio Channel - 3U	-1	-1	-2
RIU to Radio Cable - 1 Ch	-4	-4	-8

PURVIS SYSTEMS

Hardware:

	Fire Stations						
Item	**1**	**2**	**3**	**4**	**5**	**6**	**Total**
Audio/Relay Expansion Module (ARXM) 70v, 8 Zone/8 Relay	1	0	0	0	0	0	1
Audio/Relay Expansion Module (ARXM) 70v, 12 Zone/8 Relay (4 Ext Day/Night Zones)	0	0	0	0	0	0	0
Amplifier 1 Ch (70v) 250w - B (Includes Amplifier Input Module - Mono)	-1	-1	-1	-1	-1	-1	-6
Amplifier 1 Ch (70v), 300w - J	1	1	1	1	1	1	6
Turnout Timer 24" LED Display, 1 Line	0	0	-1	0	0	-1	-2
Message Board - 50" Monitor	-2	-2	-2	-2	-2	-2	-12
Message Board Display Module	-1	-1	-1	-1	-1	-1	-6
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	-2	-2	-2	-2	-2	-2	-12
Power Strip - Rack Mount	1	0	0	0	0	0	1
19" Rack 18U - Wall Mount	-1	-1	-1	-1	-1	-1	-6

PURVIS SYSTEMS

Hardware:

	Fire Stations						
Item	**7**	**8**	**9**	**10**	**11**	**Training**	**Total**
Station Control Unit (SCU)	0	0	0	0	0	-1	-1
SCU Remote Touch Screen (RTS) - 22"	0	0	0	0	0	-1	-1
Wall Mounting Bracket, Tilt, RTS Monitor	0	0	0	0	0	-1	-1
Remote Touch Screen HDMI Video Kit-TX-RX	0	0	0	0	0	-1	-1
USB Extender, 1-Port	0	0	0	0	0	-1	-1
24 Port Unmanaged Network Switch	0	0	0	0	0	-1	-1
Uninterruptible Power Supply (UPS) - 2U - Line Interactive 1500VA	0	0	0	0	0	-1	-1
Amplifier 1 Ch (70v) 250w - B (Includes Amplifier Input Module - Mono)	-1	-1	-1	-1	-1	-1	-6
Amplifier 1 Ch (70v), 300w - J	1	1	1	1	1	0	5
Turnout Timer 24" LED Display, 1 Line	0	0	-1	-1	0	0	-2
Message Board - 50" Monitor	-2	-2	-2	-2	-2	-1	-11
Message Board Display Module	-1	-1	-1	-1	-1	-1	-6
Wall Mounting Bracket, Swing Arm/Tilt, 32" to 55" Monitor	-2	-2	-2	-2	-2	-1	-11
Power Strip - Rack Mount	0	0	0	0	0	0	0
19" Rack Shelf 1U, 10" Deep	0	0	0	0	0	-1	-1
19" Rack 18U - Wall Mount	-1	-1	-1	-1	0	-1	-5

Software:

	Fire Stations						
Item	**7**	**8**	**9**	**10**	**11**	**Training**	**Total**
Text-to-Speech (TTS-SS) Voice Module Software License (Annual)	0	0	0	0	0	-1	-1
Station Control Unit (SCU) FSAS Software License (Perpetual)	0	0	0	0	0	-1	-1

CHANGE ORDER

Order No. 1

Date: 7/22/2026
Contract Date :2/25/2026

NAME OF PROJECT: 25006623 - 26001225 Fire Alerting System

PROJECT NUMBER: 1500

OWNER: City of Midland
CONTRACTOR: PURVIS Systems Incorporated

The following changes are hereby made to the CONTRACT DOCUMENTS: Amended Scope of Work

Change to CONTRACT PRICE:
Original UNIT PRICE CONTRACT: $ 648,647.90

Current UNIT PRICE CONTRACT adjusted by previous CHANGE ORDER:

The UNIT PRICE CONTRACT due to this CHANGE ORDER will be:
☐ (increased) ☒(decreased) by: $ 86,548.25
☒ (increased) ☐(decreased) by: $ 86,548.25

The new UNIT PRICE CONTRACT including this CHANGE ORDER will be:

Change to CONTRACT TIME:
The CONTRACT TIME will be: ☐ (increased) ☐(decreased) by: N/A days

Approvals Required:
To be effective this Order must be approved by the Midland City Council if it changes the scope or objective of the PROJECT, or as may otherwise be required by the GENERAL PROVISIONS AND SUPPLEMENTAL CONDITIONS.

Approved by: _____

Accepted by: _____

City Council Meeting

Item Number: 13.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A BOOM TRUCK FROM ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, AT A TOTAL COST OF $288,577.95 FOR THE SOLID WASTE DEPARTMENT; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of one (1) Boom truck from Roberts Truck Center through Sourcewell contract #032824-ELG for a total cost of $288,577.95 from the Garage Fund for the Solid Waste Department.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends purchasing one (1) Broom truck from Roberts Truck Center through Sourcewell contract #032824-ELG. We are members of the Sourcewell cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2026 is $270,000.00. Please see attached memos from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Boom truck from Roberts Truck Center through Sourcewell contract #032824-ELG for a total cost of $288,577.95.

Attachments:
A. 2026 memo for one boom truck
B. RESO w EXH - Sourcewell - Boom Truck Reso w Exh
C. Quote

Erika Munoz, General Services	Created/Initiated - 7/9/2026
Regina Stephenson, General Services	Approved - 7/9/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell # 032824-NVS

DATE: 07/02/2026

Fleet services is requesting for the purchase of (1) one Boom truck for the Solid Waste Department. This new unit will be a replacement for a truck that is a 2008-year model that has surpassed its useful life and due to its age and usage has become very costly to maintain. Budgeted amount for FY2026 is $270.000 for the purchase of one boom truck.

Roberts Truck Center has submitted a quote through Sourcewell contract #032824-NVS in the amount of $288,577.95 for the purchase of one boom truck.

Fleet services accepts this bid which meets all the specifications.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A BOOM TRUCK FROM ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, AT A TOTAL COST OF $288,577.95 FOR THE SOLID WASTE DEPARTMENT; AND AUTHORIZING PAYMENT

WHEREAS, Sourcewell 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, Roberts Truck Center ("Company") has submitted a total proposed cost to the City of $288,577.95 for the purchase of a boom truck (the "Equipment") for the Solid Waste Department, through Sourcewell, as shown on the proposal that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by the Company 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 Company, through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Equipment from Company through Sourcewell at a total cost of $288,577.95.

SECTION TWO. Funding shall be available in the Garage Fund Operating Budget.

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

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

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

Exhibit A

INTERNATIONAL

Sourcewell Awarded Contract
Contract # 032824-NVS

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	P.O. Box 1152	10101 W I-20
City/State/Zip:	Midland, TX 79702	Midland, TX 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinas@midlandtexasgov	clay.nelson@robertstruck.com

Proposal Number	4901-01
Date	6/30/2026
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2027 International HV615 4x2 Chassis			$ 240,125.00
Base Chassis List	$ 226,045.00		
Options List	$ 14,080.00		
Sourcewell Contract Discount		46.3%	$ (111,177.88)
Volume Incentive			$ -
Tarriffs or Raw Materials Increase			$ 97.00
Net Sourcewell Chassis Price			$ 129,044.13
Sourcewell Partner Body			
Heil of Texas Palfinger M100L72			$ 147,111.59
			$ -
Handling Fee		2.00%	$ 2,942.23
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Service Contracts (Bundle) w/40% Discount			
			$ -
			$ -
Additional Freight			
Freight from Heil to Roberts Truck Center			$ 1,375.00
			$ -
Additional Floorplan			
Flooring Coverage			$ 4,500.00
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 3,255.00
Dealer Doc Fee			$ 350.00
			$ -
Final Sourcewell Per Vehicle Price FOB Midland TX			**$ 288,577.95**
Final Sourcewell Total Vehicle(s) Price			**$ 288,577.95**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

INTERNATIONAL

Sourcewell
Awarded Contract
Contract # 032824-NVS

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Midland	Roberts Truck Center
Contact:	Eloy Salinas	Clay Nelson
Address:	P.O. Box 1152	10101 W I-20
City/State/Zip:	Midland, TX 79702	Midland, TX 79706
Phone:	432-685-7100	806-786-9176
Email:	msalinas@midlandtexasgov	clay.nelson@robertstruck.com

Proposal Number	4901-01
Date	6/30/2026
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2027 International HV615 4x2 Chassis			$ 240,125.00
Base Chassis List	$ 226,045.00		
Options List	$ 14,080.00		
Sourcewell Contract Discount		46.3%	$ (111,177.88)
Volume Incentive			$ -
Tarriffs or Raw Materials Increase			$ 97.00
Net Sourcewell Chassis Price			$ 129,044.13
Sourcewell Partner Body			
Heil of Texas Palfinger M100L72			$ 147,111.59
			$ -
Handling Fee		2.00%	$ 2,942.23
Non-Sourcewell Dealer Supplied Body			
			$ -
			$ -
Handling Fee		5.00%	$ -
Additional Post Build Work			
			$ -
			$ -
			$ -
Handling Fee		5.00%	$ -
Service Contracts			
			$ -
			$ -
			$ -
Service Contracts (Bundle) w/40% Discount			
			$ -
			$ -
Additional Freight			
Freight from Heil to Roberts Truck Center			$ 1,375.00
			$ -
Additional Floorplan			
Flooring Coverage			$ 4,500.00
			$ -
Additional Fees & Taxes			
Spare Key/Tire/Wheel, Fuel, VIT			$ 3,255.00
Dealer Doc Fee			$ 350.00
			$ -
Final Sourcewell Per Vehicle Price FOB Midland TX			**$ 288,577.95**
Final Sourcewell Total Vehicle(s) Price			**$ 288,577.95**

Additional Sourcewell Qualified Content	
Silver Package Award	$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

City Council Meeting

Item Number: 14.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A TYMCO MODEL 210 SWEEPER FOR THE DEPARTMENT OF AIRPORTS FROM TYMCO, INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $167,136.00; AND AUTHORIZING PAYMENT

Purpose:
Resolution approving the purchase of one (1) Tymco Sweeper for Airpark from Tymco, Inc. through HGACBuy contract SW04-26 for a total cost of $167,136.00 for the Airport Department.

Recommended Action:
Approve

Fiscal Impact:
$111,111.11 is available in the 2026 TxDOT RAMP Agreement Project and $56,024.89 is available in the Airport Operating Fund.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends purchasing of one (1) Tymco Sweeper for Airpark from Tymco, Inc. through HGACBuy contract SW04-26 for a total cost of $167,136.00. We are members of the H-GAC cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please refer to the memo from Nicholas Krakovec, Deputy Aviation Director, for further discussion concerning this purchase.

Therefore, please consider a resolution approving the purchase of one (1) Tymco Sweeper for Airpark from Tymco, Inc. through HGACBuy contract SW04-26 for a total cost of $167,136.00.

Attachments:
A. MDD Sweeper Support Memo
B. RESO w EXH - HGAC - Airport Sweeper Reso w Exh
C. 06222026_Sweeper Quote Sweeper Model_ Model 210 HGACBuy Contrac (002)

Erika Munoz, General Services	Created/Initiated - 7/9/2026
Regina Stephenson, General Services	Approved - 7/9/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

City Council Meeting

Item Number:
Meeting Date: **July 21, 2026**
To: **Erika Martinez, Purchasing**
From: **Nicholas Krakovec, Deputy Aviation Director**
Subject: **SUPPORT A RESOLUTION AUTHORIZING THE PURCHASE OF A TYMCO MODEL 210 SWEEPER FROM TYMCO, INC. THROUGH HGACBUY IN THE AMOUNT OF $167,136.00.**

Purpose:
Support memo for the purchase of a Tymco Model 210 sweeper for Midland Airpark and appropriating funds.

Support
Recommended Action:
Approve

Fiscal Impact:

Airport Fund	$ 167,136.00
TOTAL:	**$ 167,136.00**

Discussion:

The Department of Airports currently operates a single sweeper to maintain paved surfaces at the Midland International Air & Space Port (MAF) and Midland Airpark (MDD). Sweepers are required to remove Foreign Object Debris (FOD) from the airfield to prevent damage to aircraft. When a sweeper is needed at MDD, the department's current sweeper, a TYMCO Model 600, must be transported from MAF, where it is currently stored. This creates several operational pitfalls identified below:

- Additional personnel resources are required to transport the sweeper between airports
- Only one airport has access to a sweeper at any time leaving the other airport at a disadvantage if an incident occurred requiring the removal of FOD
- Transportation between airports adds additional wear and tear on the current sweeper
- Transportation between airports puts the current sweeper at a higher risk of being involved in an accident
- There is limited redundancy if the current sweeper is out of service for maintenance

As the Department of Airports completes several infrastructure projects at MDD, maintaining the newly paved surfaces is essential to safe and efficient operations. Having a dedicated

sweeper for MDD will allow staff to accomplish this. In addition, the sweeper is eligible for a TXDOT grant, which allows for reimbursement of $100,000.00 of the sweepers' cost. This provides excellent cost savings for the city while maintaining aviation safety.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A TYMCO MODEL 210 SWEEPER FOR THE DEPARTMENT OF AIRPORTS FROM TYMCO, INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $167,136.00; AND AUTHORIZING PAYMENT

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

WHEREAS, TYMCO, Inc. has submitted a total proposed cost to the City of $167,136.00 for the purchase of a TYMCO Model 210 sweeper (the "Equipment") through H-GAC, as shown on the quote that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by TYMCO, Inc. for said Equipment to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said Equipment from TYMCO, Inc. through H-GAC;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase the Equipment from TYMCO, Inc. through H-GAC for a total cost of $167,136.00.

SECTION TWO. That funding for the purchase of the Equipment is available as follows:

- $111,111.11 in the 2026 TxDOT RAMP Agreement Project; and
- $56,024.89 in the Airport Operating Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay TYMCO, Inc. for the Equipment from funds referenced in Section Two above 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

Sweeper Quote

Sweeper Model: Model 210®

HGACBuy Contract #: SW04-26 (Apr. 1, 2026 - Mar. 30, 2030)

Customer:	**Midland Air & Space Port, TX**
TYMCO® Dealer:	**Industrial Disposal Supply (IDS)**
TYMCO® Dealer Contact:	**Luke Pilgram**
Quote Date:	**6/22/2026**
Quote Validity:	**30 Days**
Quoted By:	**Kaye Morgan**
FOB:	**Midland Air & Space Port, TX**
Delivery ARO:	**90-120 Days - See NOTE Below**

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan (kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Model 210® Sweeper Standard Equipment

Auxiliary Engine: Kubota V2403-CR-TE48 Final Tier-4 turbocharged diesel liquid cooled; 4 cyl.; 148.5 CID; 56 HP @ 2100 RPM; Torque: 140 ft. lbs. @ 2100 RPM; includes fuel/water separator, Donaldson PowerCore® air filter with pre-cleaner. Includes Kubota Standard Warranty coverage 3 Years / 3000 Hours, contact factory for details.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature, low coolant level or low oil pressure.

Auxiliary Engine Fuel System: Diesel auxiliary engine shared with diesel Isuzu NPR-XD chassis fuel tank. TYMCO® will supply a separate fuel tank of 19.1 gallon capacity for the auxiliary engine and a separate fuel gauge located in cab for units mounted on all Isuzu gasoline cabover chassis and Ford diesel and gasoline conventional chassis. Contact factory for other chassis types.

Auxiliary Hydraulic System: Electrically operates hydraulic system without auxiliary engine (for raising gutter broom, pick-up head and dumping hopper)

Auxiliary Fuse Panel: A +12VDC fused power source panel for any needed additional electrical components or accessories i.e. radios, warning lights, controls, etc.

Back-Up Alarm

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO® designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, pick-up head, blower, gutter brooms and water pump if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide (if applicable), and On-Board diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranty - 2 YRS / 2000 hours prorated

Dust Separator Cleanout Plug Extension Handle

GPS Sweeping Status Kit: This option gives the ability for users to easily access sweeper inputs for their individual fleet's GPS solutions provider

Gutter Broom - Poly (Left), LED Floodlight & Parabolic Mirror: Left side mounted 36" diameter poly-wafer type broom, 10.5" parabolic mirror

Hopper Drip-Edge Extension: Rubber belting extends horizontal reach 7".

Hopper Safety Prop: Integral with frame and hopper.

Hydraulic System Filter Restriction Indicator (External): Mounted in filter manifold.

Hydraulic Tank Sight/Temperature Gauge (External): Mounted on tank.

LED Alternating Warning Lights: Mounted on rear (2 Left / 2 Right)

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder (Cable Operated): Air pressure deflected out, allowing additional suction across front of pick-up head. Cable operated.

Rear Bumper Pads

Rear View Camera System: Heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Sweeper Warranty: Warranty - 1 YR / 1,000 hours (Contact Factory for Details)

Exhibit A

Section / Type	Qty	Model 210® Sweeper and Cab/Chassis Equipment	HGACBuy Catalog Price	HGACBuy Net Price (After 5% Discount)	Net Price Extended
210000	1	Model 210® Sweeper with Standard Equipment (Base Price)	$82,106.00	$78,000.00	$78,000.00
1	Auxiliary Engine | Hydraulic Options:				
210069	1	Auxiliary Engine - Gas (Exchange) **Requires Gasoline Powered Chassis*	$4,386.00	$4,166.00	$4,166.00
2	Gutter Broom Options:				
Customization	1	Gutter Broom Vertical Digger Poly Segments **In lieu of poly-wafer type*	$264.00	$250.00	$250.00
3	Dust Control System Options:				
210002	1	Dust Control System	$2,193.00	$2,083.00	$2,083.00
4	Blower | Hopper Options:				
210036	1	Abrasion Protection Package	$1,755.00	$1,667.00	$1,667.00
210084	1	Dump Switch in Cab	$222.00	$210.00	$210.00
210063	1	Hopper "Up" Alarm	$222.00	$210.00	$210.00
210006	1	Rubber Lined Blower (Exchange)	$1,097.00	$1,042.00	$1,042.00
210071	1	Mild Steel Hopper Screen "Slide-Out Design" (Exchange)	$386.00	$366.00	$366.00
5	Pick-Up Head Options:				
210029	1	Skid Bumper Extension Set (3")	$276.00	$262.00	$262.00
6	Auxiliary Hand Hose Options:				
7	Camera System Options:				
8	Sweeper Additional Options:				
Customization	1	Amber Beacon Light - LED	$369.00	$350.00	$350.00
210078	1	Auto Sweep Assist (ASA)	$2,743.00	$2,605.00	$2,605.00
Customization	1	Sweeper Paint: TYMCO® Standard White	$0.00	$0.00	$0.00
9	Special Sweeper Options:				
10	Cab | Chassis:				
211715	1	2026 Ford F-450, 16,500 lb. GVWR, 145.3" WB, Gasoline **Requires Gasoline Auxiliary Engine*	$75,527.00	$71,750.00	$71,750.00
11	Chassis Additional Options				
Customization	1	Spare Tire and Wheel	$1,264.00	$1,200.00	$1,200.00
Customization	1	Truck Paint: Standard Factory White	$0.00	$0.00	$0.00
12	Special Chassis Options:				
13	Take-Off Items - Sweeper & Chassis				
14	Dealer Installed Options:				
15	Additional Options:				
Customization	1	Freight / PDI / Inservice	$2,975.00	$2,975.00	$2,975.00

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).
Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	**$167,136.00**
FOB:	**Midland Air & Space Port, TX**
Delivery ARO:	**90-120 Days - See NOTE Below**

Notes 1. NOTE: Delivery Sibject to Truck Availability.

Sweeper Quote

Sweeper Model: Model 210®

HGACBuy Contract #: SW04-26 (Apr. 1, 2026 - Mar. 30, 2030)

Customer:	**Midland Air & Space Port, TX**
TYMCO® Dealer:	**Industrial Disposal Supply (IDS)**
TYMCO® Dealer Contact:	**Luke Pilgram**
Quote Date:	**6/22/2026**
Quote Validity:	**30 Days**
Quoted By:	**Kaye Morgan**
FOB:	**Midland Air & Space Port, TX**
Delivery ARO:	**90-120 Days - See NOTE Below**

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan (kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Model 210® Sweeper Standard Equipment

Auxiliary Engine: Kubota V2403-CR-TE48 Final Tier-4 turbocharged diesel liquid cooled; 4 cyl.; 148.5 CID; 56 HP @ 2100 RPM; Torque: 140 ft. lbs. @ 2100 RPM; includes fuel/water separator, Donaldson PowerCore® air filter with pre-cleaner. Includes Kubota Standard Warranty coverage 3 Years / 3000 Hours, contact factory for details.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature, low coolant level or low oil pressure.

Auxiliary Engine Fuel System: Diesel auxiliary engine shared with diesel Isuzu NPR-XD chassis fuel tank. TYMCO® will supply a separate fuel tank of 19.1 gallon capacity for the auxiliary engine and a separate fuel gauge located in cab for units mounted on all Isuzu gasoline cabover chassis and Ford diesel and gasoline conventional chassis. Contact factory for other chassis types.

Auxiliary Hydraulic System: Electrically operates hydraulic system without auxiliary engine (for raising gutter broom, pick-up head and dumping hopper)

Auxiliary Fuse Panel: A +12VDC fused power source panel for any needed additional electrical components or accessories i.e. radios, warning lights, controls, etc.

Back-Up Alarm

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO® designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, pick-up head, blower, gutter brooms and water pump if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide (if applicable), and On-Board diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranty - 2 YRS / 2000 hours prorated

Dust Separator Cleanout Plug Extension Handle

GPS Sweeping Status Kit: This option gives the ability for users to easily access sweeper inputs for their individual fleet's GPS solutions provider

Gutter Broom - Poly (Left), LED Floodlight & Parabolic Mirror: Left side mounted 36" diameter poly-wafer type broom, 10.5" parabolic mirror

Hopper Drip-Edge Extension: Rubber belting extends horizontal reach 7".

Hopper Safety Prop: Integral with frame and hopper.

Hydraulic System Filter Restriction Indicator (External): Mounted in filter manifold.

Hydraulic Tank Sight/Temperature Gauge (External): Mounted on tank.

LED Alternating Warning Lights: Mounted on rear (2 Left / 2 Right)

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder (Cable Operated): Air pressure deflected out, allowing additional suction across front of pick-up head. Cable operated.

Rear Bumper Pads

Rear View Camera System: Heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Sweeper Warranty: Warranty - 1 YR / 1,000 hours (Contact Factory for Details)

Section / Type	Qty	Model 210® Sweeper and Cab/Chassis Equipment	HGACBuy Catalog Price	HGACBuy Net Price (After 5% Discount)	Net Price Extended
210000	1	Model 210® Sweeper with Standard Equipment (Base Price)	$82,106.00	$78,000.00	$78,000.00
1	Auxiliary Engine | Hydraulic Options:				
210069	1	Auxiliary Engine - Gas (Exchange) **Requires Gasoline Powered Chassis*	$4,386.00	$4,166.00	$4,166.00
2	Gutter Broom Options:				
Customization	1	Gutter Broom Vertical Digger Poly Segments **In lieu of poly-wafer type*	$264.00	$250.00	$250.00
3	Dust Control System Options:				
210002	1	Dust Control System	$2,193.00	$2,083.00	$2,083.00
4	Blower | Hopper Options:				
210036	1	Abrasion Protection Package	$1,755.00	$1,667.00	$1,667.00
210084	1	Dump Switch in Cab	$222.00	$210.00	$210.00
210063	1	Hopper "Up" Alarm	$222.00	$210.00	$210.00
210006	1	Rubber Lined Blower (Exchange)	$1,097.00	$1,042.00	$1,042.00
210071	1	Mild Steel Hopper Screen "Slide-Out Design" (Exchange)	$386.00	$366.00	$366.00
5	Pick-Up Head Options:				
210029	1	Skid Bumper Extension Set (3")	$276.00	$262.00	$262.00
6	Auxiliary Hand Hose Options:				
7	Camera System Options:				
8	Sweeper Additional Options:				
Customization	1	Amber Beacon Light - LED	$369.00	$350.00	$350.00
210078	1	Auto Sweep Assist (ASA)	$2,743.00	$2,605.00	$2,605.00
Customization	1	Sweeper Paint: TYMCO® Standard White	$0.00	$0.00	$0.00
9	Special Sweeper Options:				
10	Cab | Chassis:				
211715	1	2026 Ford F-450, 16,500 lb. GVWR, 145.3" WB, Gasoline **Requires Gasoline Auxiliary Engine*	$75,527.00	$71,750.00	$71,750.00
11	Chassis Additional Options				
Customization	1	Spare Tire and Wheel	$1,264.00	$1,200.00	$1,200.00
Customization	1	Truck Paint: Standard Factory White	$0.00	$0.00	$0.00
12	Special Chassis Options:				
13	Take-Off Items - Sweeper & Chassis				
14	Dealer Installed Options:				
15	Additional Options:				
Customization	1	Freight / PDI / Inservice	$2,975.00	$2,975.00	$2,975.00

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).
Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	**$167,136.00**
FOB:	**Midland Air & Space Port, TX**
Delivery ARO:	**90-120 Days - See NOTE Below**

Notes 1. NOTE: Delivery Sibject to Truck Availability.

City Council Meeting

Item Number: 15.
Meeting Date: July 21, 2026
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING A CONTRACT WITH NEXTGEN SECURITY HOLDINGS LLC FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS AND ACCESS CONTROL SYSTEMS FOR VARIOUS LOCATIONS FOR THE PARKS AND RECREATION DEPARTMENT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A TOTAL COST OF $258,324.30; APPROVING $38,748.70 FOR PROJECT-RELATED EXPENSES; AND AUTHORIZING PAYMENT

Purpose:

Resolution awarding a contract to Nextgen Security Holdings, LLC through DIR contract DIR-CPO-6177 for security cameras and access control systems for Astound Stadium and Parks Office, Hogan Park Golf Course Pro Shop, Beal Soccer Fields and Box Sale Only for Beal Skate Park for ITSD for a cost of $258,324.30 plus $38,748.70 for project related costs for a total of $297,073.00.

Recommended Action:

Fiscal Impact:
$253,820 is available in the Technology Fund Operating Budget; $25,605.00 is available in the Golf Course Cart Barn Project Budget; $17,648.00 is available in the Beal Park Project Budget.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends awarding a contract to Nextgen Security Holdings, LLC through DIR contract DIR-CPO-6177 for security cameras and access control systems for Astound Stadium and Parks Office, Hogan Park Golf Course Pro Shop, Beal Soccer Fields and Box Sale Only for Beal Skate Park. 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. These locations serve large numbers of residents and visitors while housing valuable equipment, revenue-generating operations, and staff.

Upgrading access control and camera systems at each site will enhance security, deter theft and vandalism, improve activity monitoring, and provide staff with greater control over access to secured areas. Please see the attached memo from Gorgees Eskander, Chief Information Officer, for additional information.

Therefore, please consider a resolution awarding a contract to Nextgen Security Holdings, LLC through DIR contract DIR-CPO-6177 for security cameras and access control systems for Astound Stadium and Parks Office, Hogan Park Golf Course Pro Shop, Beal Soccer Fields and Box Sale Only for Beal Skate Park for ITSD for a cost of $258,324.30 plus $38,748.70 for project related costs for a total of $297,073.00.

Attachments:

A. Nextgen Memo
B. RESO - DIR - Security Cameras and Access Control Systems Reso
C. 26005540 Security Cameras & Access Control Systems ITSD Contract - Revised1

Erika Munoz, General Services	Created/Initiated - 7/13/2026
Regina Stephenson, General Services	Approved - 7/13/2026
Christy Weakland, Finance	Approved - 7/13/2026
Linda Ochoa, Legal	Approved - 7/14/2026
Morris Williams, City Manager	Approved - 7/14/2026
Jose Ortiz, City Manager	Approved - 7/15/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

City Council Agenda Item

MEETING DATE: **07/21/2026**

TO: Erika Munoz, Assistant General Services Director

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution authorizing a contract with Nextgen Security Holdings for security access control and camera system upgrades at multiple Parks and Recreation locations in the amount of $258,324.30 via DIR-CPO-6177, plus a 15% project contingency of $38,748.70, for a total authorization of $297,073.00.

Purpose:
Consider a resolution authorizing a contract with Nextgen Security Holdings for security access control and camera system upgrades at multiple Parks and Recreation locations in the amount of $258,324.30 via DIR-CPO-6177, plus a 15% project contingency of $38,748.70, for a total authorization of $297,073.00.

Discussion:
The Parks and Recreation Department is seeking to upgrade security access control and camera systems across several of its facilities. The proposed contract with Nextgen Security Holdings covers upgrades at the Stadium and Parks Office, the Courses at Hogan, and the Beal Park (concession and skate park) facilities.

These locations serve high volumes of residents and visitors and house valuable equipment, revenue operations, and staff. Modernizing access control and camera coverage at each site will improve safety, deter theft and vandalism, provide better monitoring of activity, and give staff greater control over who can enter secured areas.

Fiscal Impact:
The contract amount is $258,324.30, procured via DIR-CPO-6177, allocated as follows: the Stadium access control and camera system at $191,218.83 from account 770770-57003; the Parks Office access control and camera system at $23,852.47 from account 770770-57003; the Courses at Hogan access control and camera system at $25,605.00 from Project 900491-142; and the Beal Park concession and skate camera system at $17,648.00 from Project 900464-126.

In addition, a 15% project contingency of $38,748.70 is authorized and allocated from account 770770-57003, bringing the total authorization to $297,073.00.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH NEXTGEN SECURITY HOLDINGS LLC FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS AND ACCESS CONTROL SYSTEMS FOR VARIOUS LOCATIONS FOR THE PARKS AND RECREATION DEPARTMENT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A TOTAL COST OF $258,324.30; APPROVING $38,748.70 FOR PROJECT-RELATED EXPENSES; AND AUTHORIZING PAYMENT

WHEREAS, the Texas Department of Information Resources ("DIR") 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, NextGen Security Holdings LLC ("Contractor") has submitted a total proposed cost to the City of $258,324.30 for the purchase and installation of security cameras and access control systems at various locations (the "Project") through DIR; and

WHEREAS, the Council finds the price proposed by Contractor through DIR 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 Contractor for the Project through DIR; and

WHEREAS, the City Council finds it to be in the public interest to approve $38,748.70 for project-related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for the Project through DIR for a total cost of $258,324.30. Said contract shall be kept on file in the City Secretary's Office and referenced by the date and number of this resolution.

SECTION TWO. That the sum of $38,748.70 for project-related expenses is hereby approved.

SECTION THREE. That $253,820.00 shall be available in the Technology Fund Operating Budget, $25,605.00 shall be available in the Golf Course Cart Barn Budget, and that $17,648.00 shall be available in the Beal Park Project Budget.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Company from available funds referenced in Section Three hereof in accordance with the terms of said contract 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. 26005540

THIS CONTRACT, effective the 22nd day of July, 2026, by and between the City of Midland, hereinafter referred to as "CITY", and Nextgen Security Holdings, LLC, hereinafter referred to as "COMPANY", is made for the following considerations

1. **Cost:** Total Proposal: $ 258,324.30 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for security cameras and access controls for Astound Stadium and Parks office, Hogan Park Golf Course Pro Shop, Beal Soccer Fields and Box Sale only for Beal Skate 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 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 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; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. 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 CITY or the CITY'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. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension

are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, 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.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF**

TIME.

18. **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.

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

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

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

20. **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.

21. **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.

22. **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.

23. **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**.

24. **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.

25. **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.

26. **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.

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

28. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least thirty (30) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **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.

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

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

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

31. **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.

32. **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.

33. **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.

34. 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 ONLYAS 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 Nextgen Security Holdings, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of _____

QUOTATION

EXHIBIT "A"

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: **Astound Stadium and Parks Office**

Line	Item/Description	UOM	Quantity	Unit Price	Amount
Visitor Mech Room					
1.00	FPO150/250-2C82D8E8M2 16DR Mercury 12V & 24V 400W max E8M2 enclosure 36H x 30W x 4.5D	EA	1.00	2,297.00	2,297.00
2.00	AC-MER-CONT-MP1502 Mercury MP1502 Intelligent Controller	EA	1.00	1,470.00	1,470.00
3.00	AC-MER-CON-MR52-S3B HID Mercury MR52-S3B Controller Serial I/O Dual Card	EA	7.00	770.00	5,390.00
4.00	BT126 12vdc / 7AH Battery	EA	4.00	42.00	168.00
5.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
6.00	4400-A Industrial Surface Mount Switch	EA	2.00	52.00	104.00
7.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
8.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
9.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
Visitor Offical Locker Room					
10.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
11.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
12.00	ND80PDEU RHO 626 ND80 Elec Cylindrical Lock	EA	1.00	908.00	908.00
13.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
Visitor Locker Room Exit					
14.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
15.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
16.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

Line	Item/Description	UOM	Quantity	Unit Price	Amount
17.00	9600-12/24-630 HES 9600 Series Strike, Field Selectable Voltage	EA	1.00	415.00	415.00
Training Room East					
18.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
19.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
20.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
21.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
22.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
Training Room West					
23.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
24.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
25.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
26.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
27.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
AUX Locker Room East					
28.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
29.00	4400-A Industrial Surface Mount Switch	EA	2.00	52.00	104.00
30.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
31.00	9600-12/24-630 HES 9600 Series Strike, Field Selectable Voltage	EA	2.00	415.00	830.00

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

Line	Item/Description	UOM	Quantity	Unit Price	Amount
32.00	QDC-20 Quick Disconnect Cord	EA	2.00	98.00	196.00
AUX Locker Room West					
33.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
34.00	4400-A Industrial Surface Mount Switch	EA	2.00	52.00	104.00
35.00	9600-12/24-630 HES 9600 Series Strike, Field Selectable Voltage	EA	2.00	415.00	830.00
36.00	QDC-20 Quick Disconnect Cord	EA	2.00	98.00	196.00
37.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
X-Ray Room					
38.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
39.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
40.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
41.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
42.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
Home Locker Room Exit					
43.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
44.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
45.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
46.00	9600-12/24-630 HES 9600 Series Strike, Field Selectable Voltage	EA	1.00	415.00	415.00

Home Official Locker Room

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

Line	Item/Description	UOM	Quantity	Unit Price	Amount
47.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
48.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
49.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
50.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
51.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
Home Mech Room					
52.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
53.00	4400-A Industrial Surface Mount Switch	EA	2.00	52.00	104.00
54.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
55.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
56.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
Visitor Locker Main Entry					
57.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
58.00	4400-A Industrial Surface Mount Switch	EA	2.00	52.00	104.00
59.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
60.00	9600-12/24-630 HES 9600 Series Strike, Field Selectable Voltage	EA	2.00	415.00	830.00
61.00	QDC-20 Quick Disconnect Cord	EA	2.00	98.00	196.00
Home Locker Main Entry					

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

Line	Item/Description	UOM	Quantity	Unit Price	Amount
62.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
63.00	4400-A Industrial Surface Mount Switch	EA	2.00	52.00	104.00
64.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
65.00	9600-12/24-630 HES 9600 Series Strike, Field Selectable Voltage	EA	2.00	415.00	830.00
66.00	QDC-20 Quick Disconnect Cord	EA	2.00	98.00	196.00
Ticket Booth 1 Entry					
67.00	FPO75-B100C4PE1M 2DR Mercury system/lock power 2A/12V & 2A/24V 75W max 4 class 2 lock outputs E1M enclosure 14H x 12W x 4.5	EA	1.00	595.00	595.00
68.00	AC-MER-CONT-MP1502 Mercury MP1502 Intelligent Controller	EA	1.00	1,470.00	1,470.00
69.00	BT126 12vdc / 7AH Battery	EA	2.00	42.00	84.00
70.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
71.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
72.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
73.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
74.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
Ticket Booth 2 Entry					
75.00	FPO75-B100C4PE1M 2DR Mercury system/lock power 2A/12V & 2A/24V 75W max 4 class 2 lock outputs E1M enclosure 14H x 12W x 4.5	EA	1.00	595.00	595.00
76.00	AC-MER-CONT-MP1502 Mercury MP1502 Intelligent Controller	EA	1.00	1,470.00	1,470.00
77.00	BT126 12vdc / 7AH Battery	EA	2.00	42.00	84.00

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

Line	Item/Description	UOM	Quantity	Unit Price	Amount
78.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
79.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
80.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
81.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
82.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
Ticket Booth 3 Entry					
83.00	FPO75-B100C4PE1M 2DR Mercury system/lock power 2A/12V & 2A/24V 75W max 4 class 2 lock outputs E1M enclosure 14H x 12W x 4.5	EA	1.00	595.00	595.00
84.00	AC-MER-CONT-MP1502 Mercury MP1502 Intelligent Controller	EA	1.00	1,470.00	1,470.00
85.00	BT126 12vdc / 7AH Battery	EA	2.00	42.00	84.00
86.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
87.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
88.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
89.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
90.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
Ticket Booth 4 Entry					
91.00	FPO75-B100C4PE1M 2DR Mercury system/lock power 2A/12V & 2A/24V 75W max 4 class 2 lock outputs E1M enclosure 14H x 12W x 4.5	EA	1.00	595.00	595.00
92.00	AC-MER-CONT-MP1502 Mercury MP1502 Intelligent Controller	EA	1.00	1,470.00	1,470.00

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

Line	Item/Description	UOM	Quantity	Unit Price	Amount
94.00	BT126 12vdc / 7AH Battery	EA	2.00	42.00	84.00
95.00	40NKS-00-000000 SIGNO40 Card Reader	EA	1.00	318.00	318.00
96.00	4400-A Industrial Surface Mount Switch	EA	1.00	52.00	52.00
97.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
98.00	MATERIAL Z7852LQG Electrified Mortise Lockset	EA	1.00	742.00	742.00
99.00	MATERIAL PTH-4QDPS SDC Power Transfer Hinge	EA	1.00	210.00	210.00
Parks Office					
100.00	FPO75-B100C4D8PE4M POWER SUPPLY BOARD 75W, 6A/12VOR 3A/24V	EA	1.00	805.00	805.00
101.00	AC-MER-CONT-MP1502 Mercury MP1502 Intelligent Controller	EA	1.00	1,470.00	1,470.00
102.00	BT126 12vdc / 7AH Battery	EA	2.00	42.00	84.00
103.00	20NKS-00-000000 SIGNO20 Mullion Card Reader	EA	1.00	310.00	310.00
104.00	N1178CB/ST Door Contact	EA	1.00	8.00	8.00
105.00	DS160 Request To Exit Motion Sensor	EA	1.00	112.00	112.00
106.00	MATERIAL 4300-40-201-628 Steel Hawk Electrified Deadlatch	EA	1.00	436.00	436.00
107.00	TSB-C Securitron Door Cord w/ Caps	EA	1.00	40.00	40.00
Home and Visitor Entry Overhead					
108.00	02060-001 AXIS P3818-PVE	EA	2.00	2,465.00	4,930.00
Equipment Shed					

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: **Astound Stadium and Parks Office**

Line	Item/Description	UOM	Quantity	Unit Price	Amount
109.00	03183-001 AXIS P1487-LE	EA	1.00	1,050.00	1,050.00
Parking Lot					
110.00	02634-001 AXIS P3737-PLE	EA	3.00	2,175.00	6,525.00
111.00	01513-001 AXIS T94N01D Pendant Kit	EA	3.00	108.00	324.00
112.00	01473-001 Pole Mount	EA	3.00	130.00	390.00
Ticket Booth Approach 1					
113.00	03153-001 AXIS P3277-LVE	EA	1.00	1,135.00	1,135.00
Small Concession 1					
114.00	02060-001 AXIS P3818-PVE	EA	1.00	2,465.00	2,465.00
Ticket Booth Approach 2					
115.00	03153-001 AXIS P3277-LVE	EA	1.00	1,140.00	1,140.00
Ticket Booth Approach 3					
116.00	03153-001 AXIS P3277-LVE	EA	1.00	1,140.00	1,140.00
Small Concession 3					
117.00	02060-001 AXIS P3818-PVE	EA	1.00	2,465.00	2,465.00
Int Shop					
118.00	03153-001 AXIS P3277-LVE	EA	1.00	1,140.00	1,140.00
Ticket Booth Approach 4					
119.00	03153-001 AXIS P3277-LVE	EA	1.00	1,140.00	1,140.00

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

Line	Item/Description	UOM	Quantity	Unit Price	Amount
Grand Stand Concessions					
120.00	03153-001 AXIS P3277-LVE	EA	4.00	1,140.00	4,560.00
Grand Stand Elevator W View					
121.00	02060-001 AXIS P3818-PVE	EA	1.00	2,465.00	2,465.00
Press Box					
122.00	02373-001 AXIS M3085-V	EA	2.00	385.00	770.00
Press Box Field Overview					
123.00	02657-001 AXIS Q3839-PVE	EA	2.00	2,935.00	5,870.00
124.00	03244-001 AXIS TQ3104 Pendant Kit	EA	2.00	176.00	352.00
125.00	5502-431 AXIS T94A01D Pendant Kit	EA	2.00	65.00	130.00
126.00	5507-271 Parapet Mount	EA	2.00	440.00	880.00
Entrance					
127.00	03153-001 AXIS P3277-LVE	EA	1.00	1,140.00	1,140.00
Lobby					
128.00	02373-001 AXIS M3085-V	EA	1.00	385.00	385.00
N Yard Overhead					
129.00	02060-001 AXIS P3818-PVE	EA	1.00	2,465.00	2,465.00
130.00	01165-001 AXIS T91B47 Pole Mount	EA	1.00	103.00	103.00
Shop Equipment Storage					

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

Line	Item/Description	UOM	Quantity	Unit Price	Amount
131.00	02416-001 AXIS P4707-PLVE	EA	1.00	1,385.00	1,385.00
132.00	02076-001 AXIS T94N02D Pendant Kit	EA	1.00	80.00	80.00
133.00	01473-001 Pole Mount	EA	1.00	130.00	130.00
E Gate					
134.00	03153-001 AXIS P3277-LVE	EA	1.00	1,140.00	1,140.00
Cabling					
135.00	NXGW-SEC-COMP SecComp Cable - 18/4+22/3P+22/2+22/4 2 X 500	EA	3.50	1,443.00	5,050.50
136.00	NXGW-CAT6-B-P CAT6 Plenum Cable, Blue	EA	4.20	464.00	1,948.80
137.00	NXGW-CAT6-DB CAT6 Cable, Outdoor / Direct Burial	EA	1.00	895.00	895.00
ALL OTHER					
138.00	SERVICES Installation & Professional Services	EA	1.00	116,424.00	116,424.00

Project Notes:

Please see attached scope of work.

Gross Amount.....: **215,071.30**
Plus Sales Tax.....: **0.00**

Total Amount Due...: **$215,071.30**

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 56967
Printed: 07/01/26
Expires: 07/17/26
Account: 6445-00

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
601 N Loraine St
Midland TX 79701
Ph: (432)685-7969
Em: kfuller@midlandtexas.gov

RE: Astound Stadium and Parks Office

TERMS AND CONDITIONS

Although lead times vary across the country, NextGen clients should currently anticipate a 4-8 week timeframe from the receipt of purchase order to the commencement of on-site work.

1. NEXTGEN SECURITY agrees to provide and install all equipment and low voltage cable, unless otherwise noted, as described in accordance with manufacturer specifications. All equipment will be installed in a workmanlike manner. NEXTGEN SECURITY reserves the right to substitute equipment based upon installation constraints or delivery requirements.
2. Purchaser shall be responsible to provide 110VAC power and any required conduit, wire mold, or other raceway unless otherwise noted. Purchaser shall also be responsible for all required telephone connections, network drops, IP address assignments, and additional network software licensing, if required. Fire alarm output, if required, is the responsibility of others. The location of the output will be coordinated with NEXTGEN SECURITY project manager.
3. All equipment and labor is warranted for the period of 365 days to be free of defects in material and manufacture. No additional warranties are provided for where existing equipment is utilized.
4. All installation work shall be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays. Warranty service is available from 8:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays. While every reasonable effort will be made to complete the installation as requested by the Purchaser, it is understood that NEXTGEN SECURITY is not responsible for any delays in installation that are beyond its control.
5. Services required to correct conditions caused by lightning, fire, flood or other acts of Nature, or by equipment outside the scope of this agreement, misuse, abuse, or vandalism are specifically excluded from this agreement, and are billable at current rates.
7. All pricing is exclusive of permits, fees, and governmental charges, unless otherwise noted.
8.
An invoice will be generated for ordered materials and freight within one week of project approval.
9. Off-site central station monitoring (if applicable) requires the execution of a monitoring agreement prior to off-site services and commencements.

10. Equipment-Only sales less than $5,000 require credit card payment in advance of shipment. Orders in excess of $5,000 require written purchase order or 50% deposit in advance of shipment.
11. Prices quoted herein are subject to change at any time prior to receipt of a signed quote, contract, or purchase order.
12. Customer understands NextGen is not providing weapons detection.
13. All amounts quoted herein are in USD$.

Customer Authorization **Date**

NextGen Security, LLC Authorization **Date**

Printed Name/Title

Printed Name/Title

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 57949
Printed: 06/29/26
Expires: 07/18/26
Account: 6445-01

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
3600 N Fairgrounds Road
Midland TX 79705
Ph:
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
3600 N Fairgrounds Road
Midland TX 79705
Ph:
Em: kfuller@midlandtexas.gov

RE: Hogan Park Golf Course - ACS, VMS, IDS Installs

Line	Item/Description	UOM	Quantity	Unit Price	Amount
Pro Shop ACS Hardware					
1.00	N1178CB/ST NASCOM RECESSED 3/4" STUBBY SWITCH/DOOR MAGNET, BROWN	EA	8.00	8.00	64.00
2.00	4400-A Industrial Surface Mount Switch	EA	1.00	55.00	55.00
3.00	100-12WG-B Wide Gap Surface Mount Contact	EA	2.00	8.00	16.00
Pro Shop VMS Hardware					
4.00	02373-001 AXIS M3085-V is an ultra-compact, indoor fixed mini dom e with Deep Learning Processing Unit (DLPU). Dust - and	EA	5.00	385.00	1,925.00
Pro Shop Intrusion Hardware					
5.00	B4512 28 POINT CONTROL COMMUNICATOR 28 POINT CONTROL COMMUNICATOR	EA	1.00	192.00	192.00
6.00	B10 ENCLOSURE, CONTROL PANEL, MEDIUM WHITE ENCLOSURE, CONTROL PANEL, MEDIUM WHITE	EA	1.00	49.00	49.00
7.00	CX4010 TRANSFORMER, 18VAC 22VA TRANSFORMER, 18VAC 22VA	EA	1.00	28.00	28.00
8.00	D101 LOCK & KEY SET, STANDARD LOCK & KEY SET, STANDARD	EA	1.00	5.00	5.00
9.00	B920 2 LINE ALPHA NUMERIC KEYPAD (SD12) 2 LINE ALPHA NUMERIC KEYPAD (SD12)	EA	2.00	145.00	290.00
10.00	B208 8 INPUT MODULE FOR SDI2 BUS 8 INPUT MODULE FOR SDI2 BUS	EA	1.00	115.00	115.00
11.00	ISC-BPR2-W12 BLUE LINE GEN 2 PIR 40 FT. BY 40 FT. BLUE LINE GEN 2 PIR 40 FT. BY 40 FT.	EA	9.00	21.00	189.00
12.00	D116 SIREN, 12V 15 WATT SIREN, 12V 15 WATT	EA	2.00	14.00	28.00

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 57949
Printed: 06/29/26
Expires: 07/18/26
Account: 6445-01

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
3600 N Fairgrounds Road
Midland TX 79705
Ph:
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
3600 N Fairgrounds Road
Midland TX 79705
Ph:
Em: kfuller@midlandtexas.gov

RE: Hogan Park Golf Course - ACS, VMS, IDS Installs

Line	Item/Description	UOM	Quantity	Unit Price	Amount
13.00	02415-001 AXIS P4705-PLVE offers two channels with 2MP per channe l, at a frame rate of up to 60 fps. With its unique des	EA	2.00	1,210.00	2,420.00
14.00	02076-001 AXIS T94N02D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3715-PLVE Network Camera.	EA	1.00	80.00	80.00
15.00	5504-821 Chromated and powder coated aluminum wall mount with 1. 5 NPS thread for fixed dome pendant kits. Cable routin	EA	1.00	108.00	108.00
16.00	5017-641 Corner Bracket that is compatible with several wall mou nts: AXIS T91B61 Wall Mount, AXIS T91D61 Wall Mount 1.5	EA	1.00	99.00	99.00
17.00	02984-001 High-performance 5 MP dome camera with AI analytics. Ex cellent image quality thanks to Forensic WDR, Lightfind	EA	1.00	1,120.00	1,120.00
Server					
18.00	HE350T-8TB Husky 350 Tower, Win10, 8TB -20	EA	1.00	4,775.00	4,775.00
Cabling					
19.00	NXGW-18-2-P 18AWG / 2C Unshielded Plenum Cable	EA	2.00	334.00	668.00
20.00	NXGW-18-4-P 18AWG/ 4C Stranded, Non-Shielded Plenum Cable	EA	2.00	537.00	1,074.00
21.00	NXGW-CAT6-B-P CAT6 Plenum Cable, Blue	EA	1.00	470.00	470.00
ALL OTHER					
22.00	SERVICES Installation & Professional Services	EA	1.00	11,835.00	11,835.00

Project Notes:

Please see attached scope of work.

QUOTATION

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 57949
Printed: 06/29/26
Expires: 07/18/26
Account: 6445-01

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
3600 N Fairgrounds Road
Midland TX 79705
Ph:
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
3600 N Fairgrounds Road
Midland TX 79705
Ph:
Em: kfuller@midlandtexas.gov

RE: Hogan Park Golf Course - ACS, VMS, IDS Installs

Line	Item/Description	UOM	Quantity	Unit Price	Amount

Gross Amount.....:	**25,605.00**
Plus Sales Tax.....:	**0.00**
Total Amount Due...:	**$25,605.00**

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 57949
Printed: 06/29/26
Expires: 07/18/26
Account: 6445-01

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
3600 N Fairgrounds Road
Midland TX 79705
Ph:
Em: kfuller@midlandtexas.gov

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
3600 N Fairgrounds Road
Midland TX 79705
Ph:
Em: kfuller@midlandtexas.gov

RE: Hogan Park Golf Course - ACS, VMS, IDS Installs

TERMS AND CONDITIONS

Although lead times vary across the country, NextGen clients should currently anticipate a 4-8 week timeframe from the receipt of purchase order to the commencement of on-site work.

1. NEXTGEN SECURITY agrees to provide and install all equipment and low voltage cable, unless otherwise noted, as described in accordance with manufacturer specifications. All equipment will be installed in a workmanlike manner. NEXTGEN SECURITY reserves the right to substitute equipment based upon installation constraints or delivery requirements.
2. Purchaser shall be responsible to provide 110VAC power and any required conduit, wire mold, or other raceway unless otherwise noted. Purchaser shall also be responsible for all required telephone connections, network drops, IP address assignments, and additional network software licensing, if required. Fire alarm output, if required, is the responsibility of others. The location of the output will be coordinated with NEXTGEN SECURITY project manager.
3. All equipment and labor is warranted for the period of 365 days to be free of defects in material and manufacture. No additional warranties are provided for where existing equipment is utilized.
4. All installation work shall be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays. Warranty service is available from 8:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays. While every reasonable effort will be made to complete the installation as requested by the Purchaser, it is understood that NEXTGEN SECURITY is not responsible for any delays in installation that are beyond its control.
5. Services required to correct conditions caused by lightning, fire, flood or other acts of Nature, or by equipment outside the scope of this agreement, misuse, abuse, or vandalism are specifically excluded from this agreement, and are billable at current rates.

7. All pricing is exclusive of permits, fees, and governmental charges, unless otherwise noted.
8.
An invoice will be generated for ordered materials and freight within one week of project approval.
9. Off-site central station monitoring (if applicable) requires the execution of a monitoring agreement prior to off-site services and commencements.

10. Equipment-Only sales less than $5,000 require credit card payment in advance of shipment. Orders in excess of $5,000 require written purchase order or 50% deposit in advance of shipment.
11. Prices quoted herein are subject to change at any time prior to receipt of a signed quote, contract, or purchase order.
12. Customer understands NextGen is not providing weapons detection.

13. All amounts quoted herein are in USD$.

Customer Authorization **Date**

NextGen Security, LLC Authorization **Date**

Printed Name/Title

Printed Name/Title

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 58308
Printed: 07/07/26
Expires: 07/31/26
Account: 6445-02

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

RE: **Soccer Field Camera Additions**

Line	Item/Description	UOM	Quantity	Unit Price	Amount
S Concession Stand					
1.00	02416-001 AXIS P4707-PLVE offers two channels with 5MP per channe l, at a frame rate of 30 fps. With its unique design, t	EA	1.00	1,375.00	1,375.00
N Concession Stand					
2.00	02416-001 AXIS P4707-PLVE offers two channels with 5MP per channe l, at a frame rate of 30 fps. With its unique design, t	EA	1.00	1,375.00	1,375.00
Locker Room EXT					
3.00	03155-001 High-performance 8 MP dome camera with AI analytics. Ex cellent image quality thanks to Forensic WDR, Lightfind	EA	1.00	1,241.00	1,241.00
Beal Sign					
4.00	03155-001 High-performance 8 MP dome camera with AI analytics. Ex cellent image quality thanks to Forensic WDR, Lightfind	EA	1.00	1,241.00	1,241.00
Cabling					
5.00	NXGW-CAT6-B-P CAT6 Plenum Cable, Blue	EA	1.00	475.00	475.00
POE Switch					
6.00	MATERIAL LNX-800A-T Antaira Technologies LLC 8-Port Industrial Unmanaged Switch	EA	1.00	183.00	183.00
SD Cards					
7.00	02366-001 AXIS Surveillance Card 1 TB is a high endurance microSD XC card optimized for video surveillance. It has suppor	EA	4.00	631.00	2,524.00
ALL OTHER					
8.00	SERVICES Installation & Professional Services	EA	1.00	5,562.00	5,562.00

QUOTATION

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 58308
Printed: 07/07/26
Expires: 07/31/26
Account: 6445-02

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

RE: **Soccer Field Camera Additions**

Line	Item/Description	UOM	Quantity	Unit Price	Amount

Project Notes:

Please see attached scope of work.

Gross Amount.....:	**13,976.00**
Plus Sales Tax.....:	**0.00**
Total Amount Due...:	**$13,976.00**

QUOTATION

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 58308
Printed: 07/07/26
Expires: 07/31/26
Account: 6445-02

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

RE: Soccer Field Camera Additions

TERMS AND CONDITIONS

Although lead times vary across the country, NextGen clients should currently anticipate a 4-8 week timeframe from the receipt of purchase order to the commencement of on-site work.

1. NEXTGEN SECURITY agrees to provide and install all equipment and low voltage cable, unless otherwise noted, as described in accordance with manufacturer specifications. All equipment will be installed in a workmanlike manner. NEXTGEN SECURITY reserves the right to substitute equipment based upon installation constraints or delivery requirements.
2. Purchaser shall be responsible to provide 110VAC power and any required conduit, wire mold, or other raceway unless otherwise noted. Purchaser shall also be responsible for all required telephone connections, network drops, IP address assignments, and additional network software licensing, if required. Fire alarm output, if required, is the responsibility of others. The location of the output will be coordinated with NEXTGEN SECURITY project manager.
3. All equipment and labor is warranted for the period of 365 days to be free of defects in material and manufacture. No additional warranties are provided for where existing equipment is utilized.
4. All installation work shall be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays. Warranty service is available from 8:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays. While every reasonable effort will be made to complete the installation as requested by the Purchaser, it is understood that NEXTGEN SECURITY is not responsible for any delays in installation that are beyond its control.
5. Services required to correct conditions caused by lightning, fire, flood or other acts of Nature, or by equipment outside the scope of this agreement, misuse, abuse, or vandalism are specifically excluded from this agreement, and are billable at current rates.
7. All pricing is exclusive of permits, fees, and governmental charges, unless otherwise noted.
8.
An invoice will be generated for ordered materials and freight within one week of project approval.
9. Off-site central station monitoring (if applicable) requires the execution of a monitoring agreement prior to off-site services and commencements.

10. Equipment-Only sales less than $5,000 require credit card payment in advance of shipment. Orders in excess of $5,000 require written purchase order or 50% deposit in advance of shipment.
11. Prices quoted herein are subject to change at any time prior to receipt of a signed quote, contract, or purchase order.
12. Customer understands NextGen is not providing weapons detection.
13. All amounts quoted herein are in USD$.

Customer Authorization **Date**

NextGen Security, LLC Authorization **Date**

Printed Name/Title

Printed Name/Title

QUOTATION

NEXTGEN SECURITY

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 58321
Printed: 07/07/26
Expires: 08/01/26
Account: 6445-02

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

RE: BOX SALE - Skate Park Multi-Lens

Line	Item/Description	UOM	Quantity	Unit Price	Amount
ALL OTHER					
1.00	02635-001 AXIS P3738-PLE Panoramic Camera offers 4x4K (4x8 MP) se nsors and is perfect for 360 and 270 surveillance. Yo	EA	1.00	2,355.00	2,355.00
2.00	01513-001 AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. T	EA	1.00	108.00	108.00
3.00	5507-641 AXIS T91H61 Wall Mount is designed with a built-in RJ45 cable and connectionto, and spacious compartment for c	EA	1.00	228.00	228.00
4.00	01470-001 Aluminum Pole Mount for indoor and outdoor installation s, for poles with diameter between 100-410 mm (4-16).	EA	1.00	152.00	152.00
5.00	02366-001 AXIS Surveillance Card 1 TB is a high endurance microSD XC card optimized for video surveillance. It has suppor	EA	1.00	631.00	631.00
6.00	MATERIAL 10099639 25ft. Shielded RJ45 Plug to Plug 568B Wired Solid, Black PVC Jacket, Shielded Cat6 Outdoor Standard	EA	1.00	63.00	63.00
7.00	FREIGHT Freight / Shipping & Handling	EA	1.00	135.00	135.00

Project Notes:

NextGen Security has been requested to provide a proposal for the following material.

This order will be classified as a BOX SALE ONLY.

The City Of Midland understands NextGen is not responsible for any installations.

Gross Amount.....: **3,672.00**
Plus Sales Tax.....: **0.00**
Total Amount Due...: **$3,672.00**

QUOTATION

USA Tax ID: 46-0986506
Canada Tax ID: 71020 9081 RT0001
TIPS Contract 250101
TIPS Contract 250106
DIR Contract DIR-CPO-6177

Quote: 58321
Printed: 07/07/26
Expires: 08/01/26
Account: 6445-02

Presented by:

JP Garza
NextGen Security, LLC
11710 North Freeway
Suite 700
Houston TX 77060
Ph: (832) 706-4550
Em: jp.garza@nextgensecured.com

Presented to:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

Install Ship To/Site:

Kaitlyn Fuller
City of Midland
5200 W Wall Street
Midland TX 79703
Ph: (432)685-7969

RE: BOX SALE - Skate Park Multi-Lens

TERMS AND CONDITIONS

Although lead times vary across the country, NextGen clients should currently anticipate a 4-8 week timeframe from the receipt of purchase order to the commencement of on-site work.

1. NEXTGEN SECURITY agrees to provide and install all equipment and low voltage cable, unless otherwise noted, as described in accordance with manufacturer specifications. All equipment will be installed in a workmanlike manner. NEXTGEN SECURITY reserves the right to substitute equipment based upon installation constraints or delivery requirements.
2. Purchaser shall be responsible to provide 110VAC power and any required conduit, wire mold, or other raceway unless otherwise noted. Purchaser shall also be responsible for all required telephone connections, network drops, IP address assignments, and additional network software licensing, if required. Fire alarm output, if required, is the responsibility of others. The location of the output will be coordinated with NEXTGEN SECURITY project manager.
3. All equipment and labor is warranted for the period of 365 days to be free of defects in material and manufacture. No additional warranties are provided for where existing equipment is utilized.
4. Services required to correct conditions caused by lightning, fire, flood or other acts of Nature, or by equipment outside the scope of this agreement, misuse, abuse, or vandalism are specifically excluded from this agreement, and are billable at current rates.
6. All pricing is exclusive of permits, fees, and governmental charges, unless otherwise noted.
7.
An invoice will be generated for ordered materials and freight within one week of project approval
8. Off-site central station monitoring (if applicable) requires the execution of a monitoring agreement prior to off-site services and commencements.
9. Equipment-Only sales less than $5,000 require credit card payment in advance of shipment. Orders in excess of $5,000 require written purchase order or 50% deposit in advance of shipment.
10. Prices quoted herein are subject to change at any time prior to receipt of a signed quote, contract, or purchase order.
11. Customer understands NextGen is not providing weapons detection.
12. All amounts quoted herein are in USD$.

Customer Authorization **Date**

NextGen Security, LLC Authorization **Date**

Printed Name/Title

Printed Name/Title

NEXTGEN SECURITY

MIDLAND

Be the Energy!

The City of Midland:

Astound Stadium and Parks Office
300 N Lorraine Suite 330,
Midland, TX 79702

Presented to:

Kaitlyn Fuller
Dated: July 1st, 2026
Revision 00

11710 North Fwy | Suite 700 | Houston, TX 77060
P: (832) 706-4550 | F: (281) 645-4543 | W: nextgensecured.com

Section 1: Scope Overview

NextGen Security has been requested to provide a proposal for the material and labor of the physical security and video surveillance additions associated with the City of Midland's following locations- Astound Stadium and their Parks Office. This project will consist of adding exterior and interior cameras across locations along with access control installed at all two sites. NextGen's work will comply with all manufacturers' suggested recommendations, applicable codes, and industry standards.

Section 2: Detailed Scope of Work

Access Control – Astound Stadium

- **Locker Room:**
  - **CR 1 – Visitor Mech Room -** *Please refer to overhead drawings for door locations*
    - (1) Life Safety 16 Door Enclosure
    - (1) Intelligent Controller
    - (7) Downstream Boards
    - (1) Card Reader
    - (2) Surface DPS
    - (1) Transfer hinge
    - (1) REX Motion Sensor
    - (1) Electrified Mortise Lockset
  - **CR 2 – Visitor Official Locker Room**
    - (1) Card Reader
    - (1) Surface DPS
    - (1) Electrical Cylindrical Lock
    - (1) REX Motion Sensor
  - **CR 3 – Visitor Locker Room Exit**
    - (1) Card Reader
    - (1) Surface DPS
    - (1) Surface Strike
    - (1) REX Motion Sensor
  - **CR 4 – Training Room East**
    - (1) Card Reader

- (1) Surface DPS
- (1) REX Motion Sensor
- (1) Mortise Lockset
- (1) Transfer Hinge

- **CR 5 – Training Room West**
  - (1) Card Reader
  - (1) Surface DPS
  - (1) REX Motion Sensor
  - (1) Mortise Lockset
  - (1) Transfer Hinge
- **CR 6 – AUX Locker Room East**
  - (1) Card Reader
  - (2) Surface DPS
  - (1) REX Motion Sensor
  - (2) Surface Strike
  - (2) Quick Disconnect
- **CR 7 – AUX Locker Room West**
  - (1) Card Reader
  - (2) Surface DPS
  - (1) REX Motion Sensor
  - (2) Surface Strike
  - (2) Quick Disconnect
- **CR 8 – X-Ray Room**
  - (1) Card Reader
  - (1) Surface DPS
  - (1) REX Motion Sensor
  - (1) Mortise Lockset
  - (1) Transfer Hinge
- **CR 9 – Home Locker Room Exit**

- (1) Card Reader
- (1) Surface DPS
- (1) REX Motion Sensor
- (1) Surface Strike
- (1) Transfer Hinge

- **CR 10 – Home Official Locker Room**
  - (1) Card Reader
  - (1) Surface DPS
  - (1) REX Motion Sensor
  - (1) Electrified Mortise Lockset
  - (1) Transfer Hinge
- **CR 11 – Home Mech Room**
  - (1) Card Reader
  - (1) Surface DPS
  - (1) REX Motion Sensor
  - (1) Mortise Lockset
  - (1) Transfer Hinge
- **CR 12 – Visitor Locker Main Entry**
  - (1) Card Reader
  - (2) Surface DPS
  - (1) REX Motion Sensor
  - (2) Surface Strike
  - (2) Quick Disconnect
- **CR 13 – Home Locker Main Entry**
  - (1) Card Reader
  - (2) Surface DPS
  - (1) REX Motion Sensor
  - (2) Surface Strike
  - (2) Quick Disconnect

- **Ticket Booth 1 -**
  - **CR 14 – Entry**
    - (1) Card Reader
    - (1) Surface DPS
    - (1) REX Motion Sensor
    - (1) Mortise Lockset
    - (1) Transfer Hinge
    - (1) LSP 2 Door Enclosure
- **Ticket Booth 2 -**
  - **CR 15 – Entry**
    - (1) Card Reader
    - (1) Surface DPS
    - (1) REX Motion Sensor
    - (1) Mortise Lockset
    - (1) Transfer Hinge
    - (1) LSP 2 Door Enclosure
- **Ticket Booth 3 -**
  - **CR 16 – Entry**
    - (1) Card Reader
    - (1) Surface DPS
    - (1) REX Motion Sensor
    - (1) Mortise Lockset
    - (1) Transfer Hinge
    - (1) LSP 2 Door Enclosure
- **Ticket Booth 4 -**
  - **CR 17 – Entry**
    - (1) Card Reader

- (1) Surface DPS
- (1) REX Motion Sensor
- (1) Mortise Lockset
- (1) Transfer Hinge
- (1) LSP 2 Door Enclosure

Access Control - Parks Office

- **Front Entrance:**
  - **CR 1**
    - (1) Life Safety 4 Door Enclosure
    - (1) Mullion Card Reader
    - (1) Elatch w/ Lever
    - (1) Recessed DPS
    - (1) Door cord

Video Surveillance – Astound Stadium

- **Camera Locations:**
  - **Home and Visitor Entry Exterior Overhead Cameras** - *Please refer to overhead drawings*
    - (2) Axis P3818-PVE Panoramic Cameras
  - **Equipment Shed Exterior**:
    - (1) Axis P1487-LE Bullet Camera
  - **Parking Area 1 Exterior**:
    - (1) Axis P3737-PLE Panoramic Camera
    - (1) Pendant Kit
    - (1) Pole Mount
  - **Parking Area 2 Exterior**:
    - (1) Axis P3737-PLE Panoramic Camera
    - (1) Pendant Kit
    - (1) Pole Mount
  - **Parking Area 3 Exterior**:
    - (1) Axis P3737-PLE Panoramic Camera
    - (1) Pendant Kit
    - (1) Pole Mount
  - **Ticket Booth 1 Approach Exterior**:
    - (1) Axis P3277-LVE Dome Camera
  - **Small Concession 1 Exterior**:
    - (1) Axis P3818-PVE Panoramic Camera
  - **Ticket Booth 2 Approach Exterior**:
    - (1) Axis P3277-LVE Dome Camera
  - **Ticket Booth 3 Approach Exterior**:
    - (1) Axis P3277-LVE Dome Camera
  - **Small Concession 3 Exterior**:
    - (1) Axis P3818-PVE Panoramic Camera

- **INT Shop Exterior**:
  - (1) Axis P3277-LVE Dome Camera
- **Ticket Booth 4 Approach Exterior**:
  - (1) Axis P3277-LVE Dome Camera
- **Grand Stand – East – Concession N Exterior:**
  - (1) Axis P3277-LVE Dome Camera
- **Grand Stand – East – Concession S Exterior:**
  - (1) Axis P3277-LVE Dome Camera
- **Grand Stand – West – Concession N Exterior:**
  - (1) Axis P3277-LVE Dome Camera
- **Grand Stand – West – Concession S Exterior:**
  - (1) Axis P3277-LVE Dome Camera
- **Grand Stand – West – Elevator W View Exterior:**
  - (1) Axis 3818-PVE Panoramic Camera
- **Press Box – Press Room Interior:**
  - (1) Axis M3085-V Dome Camera
- **Press Box – PA/Scoreboard Interior:**
  - (1) Axis M3085-V Dome Camera
- **Press Box – Field Overview 1 Exterior:**
  - (1) Axis Q3839-PVE
  - (1) TQ3104 Pendant Kit
  - (1) T94A01D Pendant Kit
  - (1) Telescopic Parapet Mount
- **Press Box – Field Overview 2 Exterior:**
  - (1) Axis Q3839-PVE
  - (1) TQ3104 Pendant Kit
  - (1) T94A01D Pendant Kit
  - (1) Telescopic Parapet Mount

Video Surveillance - Parks Office

- **Entry Dome Exterior:**
  - (1) Axis P3277-LVE Dome Camera
- **Lobby Interior:**
  - (1) Axis M3085-V Dome Camera
- **N Yard Overhead Exterior:**
  - (1) Axis P3818-PVE Panoramic Camera
  - (1) Pole Mount
- **Shop Equipment Storage Exterior:**
  - (1) Axis P4707-PLVE Panoramic Camera
  - (1) Pendant Kit
  - (1) Pole Mount
- **E Gate Exterior:**
  - (1) Axis P3277-LVE Dome Camera

Section 3: Clarifications & Assumptions

1. All work for this project will be carried out during normal business hours, and no delays will be incurred during installation.
2. NextGen to provide all cabling to close out these projects.
3. All fiber, conduit pathways, and 110V power will be provided and installed by others.
4. Added devices and/or labor of any kind are subject to additional charges.
5. Others will provide physical access to work locations, network access, IP information, system login credentials, and remote access.
6. Pricing excludes any network switches and patch panels.
7. Pricing excludes servers and workstations. NextGen assumes these are existing and in good working condition.
8. NextGen to perform final testing and commissioning with the respective representative.
9. NextGen to provide the necessary closeout documentation for project closeout.
10. Pricing excludes any patchwork and repairs resulting from the demo.
11. 1-year warranty standard for parts and labor.
12. Pricing excludes any lift material. If lift in storage room on site is working, City of Midland has granted NextGen permission to use. If otherwise, lift pricing will be accounted for.
13. Pricing excludes any custom configurations.
14. Pricing assumes others will be responsible for creating access levels, access groups, and credentials.
15. All material shipments will be standard ground. If expedited shipping is required, then extra charges may apply.
16. Materials in this project are subject to long lead times and unexpected delays. All materials are subject to market and supply chain volatility.

NEXTGEN SECURITY

MIDLAND

Be the Energy!

The City of Midland:

Hogan Park Golf Course
3600 N Fairgrounds Rd,
Midland, TX, 79705

Presented to:

Kaitlyn Fuller
Dated: June 29th, 2026
Revision 00

11710 North Fwy | Suite 700 | Houston, TX 77060
P: (832) 706-4550 | F: (281) 645-4543 | W: nextgensecured.com

Section 1: Scope Overview

NextGen Security has been requested to provide a proposal for the material and labor of the physical security and video surveillance additions associated with the City of Midland's following location- Hogan Park Golf Course. This project will consist of upgrading the intrusion detection system in the Main Building, as well as adding interior and exterior cameras to the Pro Shop, Lobby, and Cart Barn. NextGen's work will comply with all manufacturers' suggested recommendations, applicable codes, and industry standards.

Section 2: Detailed Scope of Work

Pro Shop – Access Control, Video Surveillance, & Intrusion

- NextGen is to provide and install the following ACS material:

- **Main Entry** – Double doors
  - (2) Door Contacts
- **N Snack Bar** – Double doors
  - (2) Door Contacts
- **N Club Room** – Double doors
  - (2) Door Contacts
- **IDF** – Double doors
  - (2) Door Contacts – 100-12
- **Rear Snack Bar** – Single Door
  - (1) Door Contact – 4400-A
- **Pro Shop** – Double doors
  - (2) Door Contacts

- NextGen is to provide and install the following VMS material:

- **Upgrading VMS System to Milestone**
  - *NextGen will provide and install Husky 350 Tower, Win10, 8TB-20*
- **Pro Shop** – *NextGen will demo (3) existing mini domes, and replace with the following -*
  - (4) AXIS M3085-V Minidome Cameras – *to be ceiling mounted*

    -One (1) camera to be added

- NextGen is to provide and install the following Intrusion material:

- **Pro Shop** – *NextGen will replace the existing Honeywell IDS with an upgraded Bosch IDS System*
  - (1) B9512G IDS Panel
  - (1) B901 Expansion Module
  - (2) B920 Keypads
  - (2) Sirens
  - (9) Motion Detectors

Cart Barn – Video Surveillance

- NextGen is to provide and install the following VMS material:

- **Northeast corner**
  - (1) AXIS P4705-PLVE Camera – *corner mounted, wall adaptor, and pendant kit will be used.*
- **Northwest corner** – *Under awning*
  - (1) AXIS P4705-PLVE Camera
- **Southwest corner** – *Under awning*
  - (1) AXIS P3287-LVE Dome Camera

- Network and power to be provided by City of Midland-

- Cat6 Cabling will be provided by NextGen-

Section 3: Clarifications & Assumptions

1. All work for this project will be carried out during normal business hours, and no delays will be incurred during installation.
2. NextGen to provide all cabling to IDS and CCTV devices.
3. All fiber, conduit pathways, and 110V power will be provided and installed by others.
4. Added devices and/or labor of any kind are subject to additional charges.
5. Others will provide physical access to work locations, network access, IP information, system login credentials, and remote access.
6. Pricing excludes any network switches and patch panels.
7. VMS work station and server will need to be added.
8. NextGen to perform final testing and commissioning with the respective representative.
9. NextGen to provide the necessary closeout documentation for project closeout.
10. Pricing excludes any patchwork and repairs resulting from the demo.
11. 1-year warranty standard for parts and labor.
12. NextGen will need to program Bosch IDS system and incorporate access codes and system functionality.
13. All material shipments will be standard ground. If expedited shipping is required, then extra charges may apply.
14. Materials in this project are subject to long lead times and unexpected delays. All materials are subject to market and supply chain volatility.

NEXTGEN SECURITY

MIDLAND

Be the Energy!

The City of Midland:

Soccer Field Camera Additions – Beal Park
5200 W Wall Street,
Midland, TX, 79703

Presented to:

Kaitlyn Fuller
Dated: July 2nd, 2026
Revision 00

11710 North Fwy | Suite 700 | Houston, TX 77060
P: (832) 706-4550 | F: (281) 645-4543 | W: nextgensecured.com

Section 1: Scope Overview

NextGen Security has been requested to provide a proposal for the material and labor of video surveillance additions associated with the City of Midland's following location- Beal Park. This project will consist of installing exterior cameras to Beal Park's soccer fields. NextGen's work will comply with all manufacturers' suggested recommendations, applicable codes, and industry standards.

Section 2: Detailed Scope of Work

Beal Park – Video Surveillance

- NextGen is to provide and install the following VMS material:

- **S Concession Stand**
  - (1) AXIS P4707-PLVE Camera – *ceiling mounted.*
  - (1) SD Card
- **N Concession Stand**
  - (1) AXIS P4707-PLVE Camera – *ceiling mounted.*
  - (1) SD Card
- **Locker Room**
  - (1) AXIS P4707-PLVE Camera – *ceiling mounted.*
  - (1) SD Card
- **Beal Sign**
  - (1) AXIS P4707-PLVE Camera – *ceiling mounted.*
  - (1) SD Card

- Network and power to be provided by City of Midland-

- NextGen will provide Cat6 Cabling-

-City of Midland to provide cradlepoint-

-NextGen to install plywood in network area-

-NextGen will provide Hardened POE Switch as needed-

Section 3: Clarifications & Assumptions

1. All work for this project will be carried out during normal business hours, and no delays will be incurred during installation.
2. NextGen to provide all cabling to CCTV devices.
3. All fiber, conduit pathways, and 110V power will be provided and installed by others.
4. Added devices and/or labor of any kind are subject to additional charges.
5. CoM will provide physical access to work locations, network access, IP information, system login credentials, and remote access.
6. Pricing excludes any network switches and patch panels.
7. NextGen to perform final testing and commissioning with the respective representative.
8. NextGen to provide the necessary closeout documentation for project closeout.
9. 1-year warranty standard for parts and labor.
10. All material shipments will be standard ground. If expedited shipping is required, then extra charges may apply.
11. Materials in this project are subject to long lead times and unexpected delays. All materials are subject to market and supply chain volatility.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of [EFFECTIVE DATE] ("Effective Date") by and between:

Nextgen Security, LLC, a Pennsylvania limited liability company, with offices located at 770 Pennsylvania Dr, Suite 120, Exton, PA 19341 ("Provider"), and Olin Inc., a [ENTITY TYPE], with offices located at [ADDRESS] ("Customer").

1. Scope of Services

1.1 Provider will perform the services described in one or more Statements of Work ("SOWs").

1.2 Each SOW will define scope, deliverables, timeline, and pricing.

2. Term

Agreement remains in effect until terminated as outlined.

3. Fees and Payment

Invoices due 30 days from invoice date.

4. Customer Responsibilities

Customer provides required access, data, and approvals.

5. Intellectual Property

Pre-existing IP remains with each party; ownership of deliverables defined in SOW.

6. Confidentiality

Each Party protects confidential information.

7. Warranties and Disclaimers

Provider warrants professional, workmanlike services.

8. Limitation of Liability

No liability for indirect or consequential damages.

9. Termination

Either Party may terminate with 90 days' notice.

10. Governing Law

This Agreement is governed by the laws of Texas.

11. Entire Agreement

This Agreement constitutes the full agreement.

SIGNATURES

Provider (Nextgen Security, LLC):

Name: _____ Title: _____ Signature: _____ Date: _____

Customer (Olin Inc.):

Name: _____ Title: _____ Signature: _____ Date: _____

EXHIBIT A – TERMS AND CONDITIONS

1. NEXTGEN SECURITY agrees to provide and install all equipment and low voltage cable, unless otherwise noted, as described in accordance with manufacturer specifications. All equipment will be installed in a workmanlike manner. NEXTGEN SECURITY reserves the right to substitute equipment based upon installation constraints or delivery requirements.

2. Purchaser shall be responsible to provide 110VAC power and any required conduit, wire mold, or other raceway unless otherwise noted. Purchaser shall also be responsible for all required telephone connections, network drops, IP address assignments, and additional network software licensing, if required. Fire alarm output, if required, is the responsibility of others. The location of the output will be coordinated with NEXTGEN SECURITY project manager.

3. All equipment and labor is warranted for the period of 365 days to be free of defects in material and manufacture. No additional warranties are provided for where existing equipment is utilized.

4. All installation work shall be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays. Warranty service is available from 8:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays. While every reasonable effort will be made to complete the installation as requested by the Purchaser, it is understood that NEXTGEN SECURITY is not responsible for any delays in installation that are beyond its control.

5. Services required to correct conditions caused by lightning, fire, flood or other acts of Nature, or by equipment outside the scope of this agreement, misuse, abuse, or vandalism are specifically excluded from this agreement, and are billable at current rates.

6. All pricing is exclusive of permits, fees, and governmental charges, unless otherwise noted.

9. An invoice will be generated for ordered materials and freight within one week of project approval.

10. Off-site central station monitoring (if applicable) requires the execution of a monitoring agreement prior to off-site services and commencements.

11. Equipment-only sales less than $5,000 require credit card payment in advance of shipment. Orders in excess of $5,000 require written purchase order or 50% deposit in advance of shipment.

12. Prices quoted herein are subject to change at any time prior to receipt of a signed quote, contract, or purchase order.

13. Customer acknowledges and agrees that neither NextGen security, weapon detection providers, nor their products can eliminate, prevent, or mitigate, in whole or in part, the threats or events that these products aim to detect.

14. All amounts quoted herein are in USD$.

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

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

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

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

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

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

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

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

---

* SUTX2014-037 07/21/2014

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

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

OPERATOR: Bulldozer.....$ 18.29 1.31

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

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

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

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

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

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

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

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

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

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

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

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

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

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

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

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

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

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

==========

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

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

===

END OF GENERAL DECISION"

City Council Meeting

Item Number: 16.
Meeting Date: July 21, 2026
To: City Council
From: Justine Ruff, Aviation Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC TO PROVIDE ENGINEERING SERVICES RELATED TO THE PROPOSED CONSTRUCTION OF AN AIRFIELD MAINTENANCE EQUIPMENT BUILDING AT MIDLAND AIRPARK FOR A TOTAL COST OF $507,400.00; APPROVING $101,480.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

Purpose:
Resolution authorizing a professional services agreement to engineer an Airfield Maintenance Equipment Building at Midland Airpark with Garver, LLC for a total cost of $608,880.00 and appropriating funds.

Recommended Action:
Approve

Fiscal Impact:

Surveys (100% Airport Funds)	$ 13,000.00
Geotechnical (100% Airport Funds)	$ 22,000.00
Enviromental Services (100% Airport Funds)	$ 19,100.00
Schematic Design - 30% (100% Airport Funds)	$ 57,000.00
Design Documents - 60% (100% Airport Funds)	$169.300.00
Construction Documents - 90% (100% Airport Funds)	$153,700.00
Issued For Permit Documents - 100% (100% Airport Funds)	$ 47,200.00
Bidding services (100% Airport Funds)	$ 26,100.00
Total For Garver	**$507,400.00**
Contingency (100% Airport funds)	$101,480.00
Total Project Appropriation	**$608,880.00**

$608,880 is available in the Airport Operating Fund and will be transferred to a project for stated purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Midland Airpark (MDD) is a general aviation airport as defined by the FAA. The Department of Airports relies on specialized equipment to keep Midland Airpark compliant with FAA, state, and local regulations. Currently, there is no dedicated storage and workspace for this equipment at Midland Airpark. As a result, this essential equipment assigned to Midland Airpark wears out faster and is harder to protect from the elements. To combat this, some equipment is stored at Midland International Air & Space Port, which can delay a response when maintenance is urgent.

There is currently no on-site office or meeting space for the staff dedicated to Midland Airpark. This can lead to inefficiencies, miscommunication, and lost time coordinating tasks, as they are limited to mobile devices. Restroom facilities are unavailable to airport tenants and guests when the FBO is closed, creating inconvenience and a less-than-welcoming first impression for crews and visitors operating outside business hours.

To summarize, the lack of a suitable Airfield Maintenance Equipment Building creates the following issues:

- Equipment life is shortened due to exposure to weather and inadequate storage.
- Safety and compliance risks grow since critical tools aren't readily accessible at the airport.
- Visitors, pilots, and tenants face inconsistent service outside of normal business hours or when the FBO is closed.
- Staff decisions take longer because staff can't easily connect with electronic systems due to only having mobile access and no proper workspace.

To address these issues, the Department of Airports proposes the following:

- A 10,000 square foot facility providing a secure, weather-protected home for current and future equipment, extending life and reducing replacement cycles.
- 2,500 square feet of office, conference, mechanical, and restroom spaces would provide a proper workplace for staff, a place to hold important meetings, and a hub for daily operations.
- 7,500 square feet of storage and maintenance space, allowing equipment to be inspected, repaired, and readied for operations with speed and precision.
- Restroom facilities would be available for tenants and guests when the FBO is closed, supporting comfort, safety, and professional service at all hours.

This proposed facility would provide several tangible benefits for the City of Midland as Midland Airpark continues to grow as a hub for general aviation activity in West Texas. With longer equipment life and lower total cost of ownership through proper storage, increased operational efficiency through on-site offices, and enhanced customer experience for tenants and visitors, this facility will contribute to Midland Airpark's reputation and help maintain current and future investments at the airport.

Garver LLC was selected as an on-call Architectural/Engineering firm to support projects at Midland International Air & Space Port and Midland Airpark.

Attachments:

A. RESOLUTION - Authorize PSA - Airfield Maintenance Equipment Building Reso

Rebecca Boyd, Airports	Created/Initiated - 7/7/2026
Justine Ruff, Airports	Approved - 7/7/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC TO PROVIDE ENGINEERING SERVICES RELATED TO THE PROPOSED CONSTRUCTION OF AN AIRFIELD MAINTENANCE EQUIPMENT BUILDING AT MIDLAND AIRPARK FOR A TOTAL COST OF $507,400.00; APPROVING $101,480.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Council approved Resolution No. 2023-139 selecting five (5) engineering firms to provide professional services for the Department of Airports; and

WHEREAS, the Department of Airports has selected Garver, LLC ("Company") to provide engineering services related to the proposed construction of an airfield maintenance equipment building at Midland Airpark (the "Project"); and

WHEREAS, Company has agreed to perform said professional services for a total cost of $507,400.00; and

WHEREAS, the City Council finds that Company is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Company are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Company provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute professional services agreement with Company as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and

WHEREAS, the City Council finds it to be in the public interest to approve $101,480.00 for project-related expenses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Company for the Project for a total cost of $507,400.00. A copy of said agreement shall be kept on file in the office of the City Secretary and referenced by the date and number of this resolution.

SECTION TWO. That the amount of $101,480.00 is approved for project-related expenses.

SECTION THREE. That the amount of $608,880.00 is available in the Airport Operating Fund and shall be appropriated and transferred to a project established by the City of Midland Finance Department for purposes consistent with this resolution.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Company pursuant to the terms of said professional services agreement from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 17.
Meeting Date: July 21, 2026
To: City Council
From: Sara Harris, Executive Director | Midland Development Corporation
Subject: MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION IN THE AMOUNT OF $3,500,000.00 PROVIDING FOR THE CONSTRUCTION OF CERTAIN ROAD INFRASTRUCTURE IMPROVEMENTS (GENERALLY LOCATED ON AND ADJACENT TO BRIARWOOD AVENUE BETWEEN AVALON DRIVE AND TROBAUGH BOULEVARD) AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE § 501.103; AND AUTHORIZING PAYMENT FOR SAID AGREEMENT

Purpose:
The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 6, 2026 a resolution authorizing the execution of an economic development agreement with the City of Midland providing for the construction of certain road infrastructure improvements (generally located on and adjacent to Briarwood Avenue between Avalon Drive and Trobaugh Boulevard) as authorized by Texas Local Government Code § 501.103; and authorizing payment for said agreement.

Recommended Action:
Approve

Fiscal Impact:
Upon completion of the project, $3,500,000.00 will be received from the Midland Development Corporation and appropriated in the Infrastructure Partnership Match Project.

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
Provides $3.5M as part of MDC's 30% infrastructure commitment for traffic signal, drainage, and roadway construction to widen and improve Briarwood Avenue between Avalon Drive and Trobaugh Boulevard.

Attachments:
A. MDC RESOLUTION - City of Midland - Briarwood Infrastructure Project

Sara Harris, City Manager	Created/Initiated - 7/6/2026
Jose Ortiz, City Manager	Approved - 7/10/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE CITY OF MIDLAND PROVIDING FOR THE CONSTRUCTION OF CERTAIN ROAD INFRASTRUCTURE IMPROVEMENTS (GENERALLY LOCATED ON AND ADJACENT TO BRIARWOOD AVENUE BETWEEN AVALON DRIVE AND TROBAUGH BOULEVARD) AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE § 501.103; AND AUTHORIZING PAYMENTS FOR SAID AGREEMENT

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of an economic development agreement with the City of Midland providing for the construction of certain road infrastructure improvements (generally located on and adjacent to Briarwood Avenue between Avalon Drive and Trobaugh Boulevard) as authorized by Texas Local Government Code § 501.103;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized to execute and attest, respectively, on behalf of the Midland Development Corporation, an economic development agreement with the City of Midland providing for the construction of certain road infrastructure improvements (generally located and on and adjacent to Briarwood Avenue between Avalon Drive and Trobaugh Boulevard) as authorized by Texas Local Government Code § 501.103. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the Comptroller for the City of Midland is hereby authorized and directed to transfer funds to the City of Midland in accordance with the terms of said agreement from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation or her designee.

SECTION THREE. That the Executive Director of the Midland Development Corporation, or her designee, is hereby authorized and directed to administer all of the

Midland Development Corporation's obligations under said agreement, including the issuance of all written notices and confirmations due thereunder.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

_____
BRAD BULLOCK,
Chairman of the Midland
Development Corporation

ATTEST:

_____
GARRETT DONNELLY
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

_____
NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the **MIDLAND DEVELOPMENT CORPORATION** ("*MDC*"), an Economic Development Corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and the **CITY OF MIDLAND, TEXAS** ("*City*"), a home-rule municipal corporation.

I.
Recitals

A. MDC and City desire to set forth the terms and conditions upon which a maximum of Three Million Five Hundred Thousand and 00/100 Dollars ($3,500,000.00) will be provided to City as consideration for its construction of certain proposed and existing traffic signal, drainage, and roadway construction infrastructure improvements located on and adjacent to Briarwood Avenue between Avalon Drive and Trobaugh Boulevard (the "*Project*").

B. The Project will facilitate commercial and industrial development in the City of Midland.

C. The MDC Board of Directors (the "*Board*") and the City Council of the City of Midland, Texas (the "*Council*") find that the purpose of this Agreement qualifies as an infrastructure improvement project under Section 501.103 of the Texas Local Government Code, and is therefore eligible for MDC funding.

D. The Board and the Council find that the Project and expenditures therefor are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City of Midland.

E. The Board and the Council find that this Agreement does not constitute a direct incentive to or expenditure on behalf of a business enterprise as described in Tex. Loc. Gov't Code § 501.158.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and City hereby agree as follows:

II.
MDC Funding

Incentive Funds. As consideration for City's construction of the Project, MDC

agrees to provide incentive funding to City in an amount equal to Three Million Five Hundred Thousand and 00/100 Dollars ($3,500,000.00). Said funding shall be referenced herein as the "*Incentive Funds*."

A. **Payment of Incentive Funds.** Within six (6) months following MDC's receipt of written notice from City that City has completed the project, MDC shall pay to City one hundred percent (100%) of the Incentive Funds.

III.
Obligations of City

A. **The Project.** City agrees to cause the following activities to occur in furtherance of the Project: construction, installation, and improvement of certain proposed and existing road infrastructure improvements located on and adjacent to Briarwood Avenue between Avalon Drive and Trobaugh Boulevard, including a traffic signal at Avalon Drive and Briarwood Avenue, drainage improvements, and road construction to widen Briarwood Avenue from two lanes to four lanes. A depiction of the Project scope is contained in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Completion.** Upon completion of the Project, City shall certify such to MDC in accordance with Section VII.B.

C. **Extensions.** The Construction Completion Date may be extended administratively upon a written request from City to MDC for an extension of the time allowed to complete the construction of the Project, and MDC providing to City written approval of such request.

IV.
Term

Upon execution by the parties, this Agreement becomes effective on July 21, 2026 (the "*Effective Date*"), and shall terminate on December 31, 2028 unless terminated earlier as contemplated in this Agreement.

V.
Law

The parties acknowledge the statutory limitations on the Incentive Funds and their use under Chapters 501 and 504 of the Texas Local Government Code. The parties acknowledge and agree that the Incentive Funds herein granted shall be utilized solely for purposes consistent with Chapters 501 and 504 of the Texas Local Government Code.

VI.
Documents

Prior to any payment by MDC, City shall deliver to MDC an executed copy of this Agreement.

VII.
Special Conditions

A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed Three Million Five Hundred Thousand and No/100 Dollars ($3,500,000.00) in the aggregate.

B. **Certification.** As to any certification required under this Agreement, City shall provide a letter from the City Manager. E-mail is an acceptable form of certification under this Agreement.

C. **Payments.** Payments to be made to City under Section II shall be made upon a written request from City and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Executive Director, 200 North Loraine Street, Suite 610, Midland, Texas 79701.

VIII.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

B. **No Third-Party Beneficiary.** The parties' approval of the 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.

C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to

act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and 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.

D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties, or by either party upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place 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.

G. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

H. **Law.** This Agreement is subject to all applicable state and federal laws, and the parties agrees that they will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by City without the prior written consent of MDC.

J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown

below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	City Manager City of Midland P.O. Box 1152 Midland, Texas 79702

K. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

L. **Payments.** All payments to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	City Manager City of Midland P.O. Box 1152 Midland, Texas 79702

M. MDC and City hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

N. This Agreement shall not be effective until approved by the Council.

[Signature Pages Follow]

IN WITNESS WHEREOF, MDC and City have executed this Agreement on the _____day of _____, 2026.

MIDLAND DEVELOPMENT CORPORATION

_____
Brad Bullock, Chairman

ATTEST:

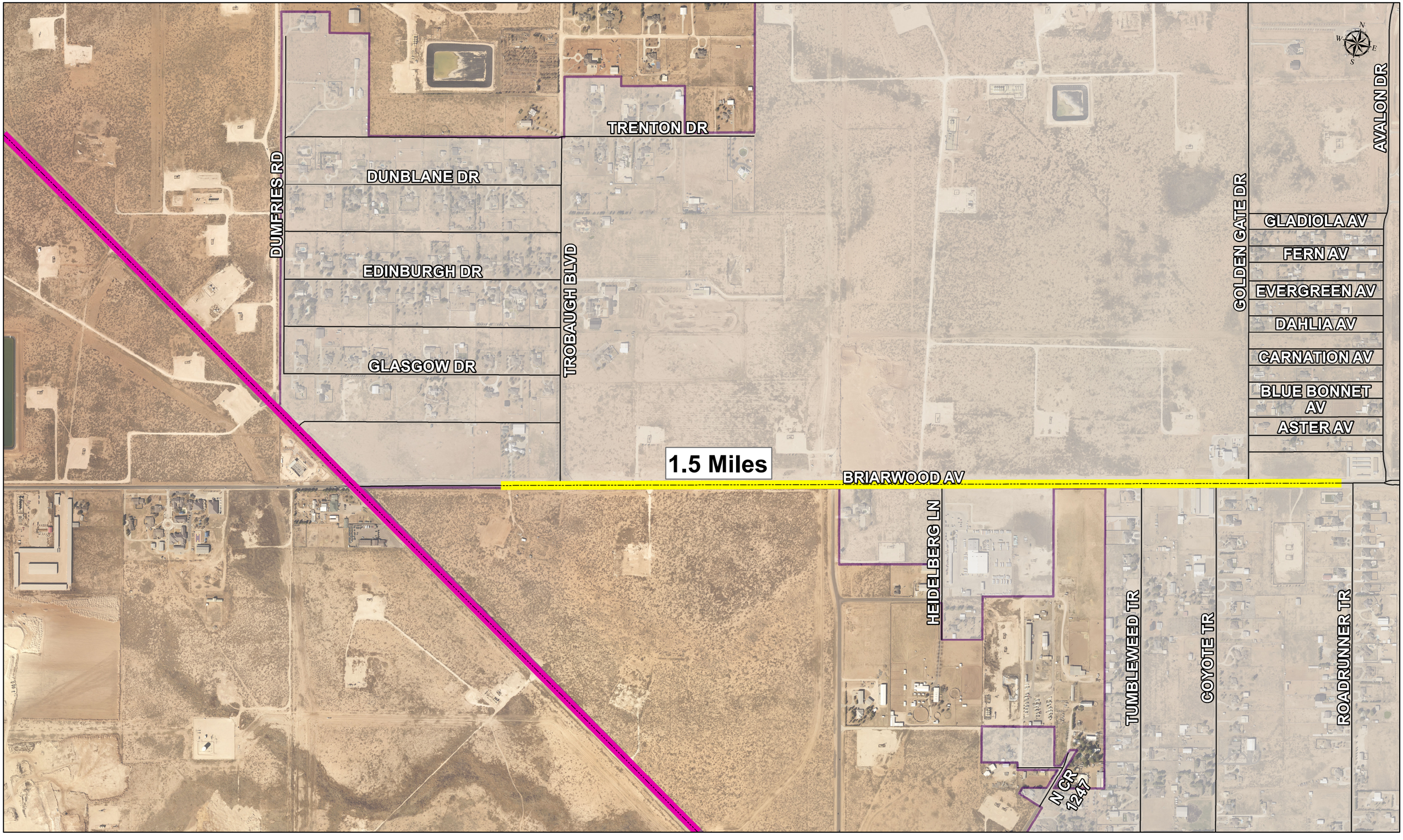
_____
Garrett Donnelly, Secretary

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bently-German, City Secretary



Project Limits
TxDOT Project
Street
City Limit

Exhibit "A"
Briarwood Exhibit

0 250 500 Feet

©THE CITY OF MIDLAND - 2026
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.

City Council Meeting

Item Number: 18.
Meeting Date: July 21, 2026
To: City Council
From: Sara Harris, Executive Director | Midland Development Corporation
Subject: RESOLUTION APPROVING THE FISCAL YEAR 2026-2027 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE

Purpose:
The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 6, 2026 a Resolution Approving the Budget for the Midland Development Corporation's 2026-2027 Fiscal Year.

Recommended Action:
Approve

Fiscal Impact:
$23,875,603

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
Budgeted sales tax revenue for fiscal year 2026-2027 is $15M, which is the same amount budgeted for fiscal year 2025-2026. Operational expenses have increased 2.3%. Economic development incentive disbursements have increased to reflect commitments made. The budget is balanced, with expenditures equaling revenues.

Attachments:
A. 26-27 Budget
B. RESO w EXH - 26-27 Budget Reso w Exh

Sara Harris, City Manager	Created/Initiated - 7/6/2026
Jose Ortiz, City Manager	Approved - 7/10/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

RESOLUTION NO. _____

RESOLUTION APPROVING THE BUDGET FOR THE MIDLAND DEVELOPMENT CORPORATION'S 2026-2027 FISCAL YEAR

WHEREAS, the Midland Development Corporation has prepared a budget for the Fiscal Year 2026-2027; and

WHEREAS, the Board of Directors finds it to be in the public interest to approve said budget for the Fiscal Year 2026-2027;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

THAT the Fiscal Year 2026-2027 budget, which is attached hereto as Exhibit A and incorporated herein for all purposes, is hereby approved.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

_____
BRAD BULLOCK,
Chairman of the Midland
Development Corporation

ATTEST:

_____
GARRETT DONNELLY,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

_____

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2026 through September 30, 2027

	ACTUAL 2024-2025	BUDGET 2025-2026	BUDGET 2026-2027
REVENUE AND RECEIPTS			
Appropriate from Net Position	$ 0	$ 0	$ 7,465,543
Sales Tax	17,280,642	15,000,000	15,000,000
Public Right-Of-Way Use Fees	4,823	0	0
Interest	212,200	0	0
Interest / Non-Pooled Investment	554,758	0	0
Investment Earnings (loss)	3,201	0	0
Misc. Rentals	1,136,327	1,195,908	1,410,060
Reimbursement of Budget Expenses	6,533	0	0
TOTAL REVENUE AND RECEIPTS	$ 19,198,484	$ 16,195,908	$ 23,875,603
SUMMARY OF EXPENSES BY CLASSIFICATION			
OPERATING EXPENSES			
General Government Administration	$ 1,088,925	$ 1,153,006	$ 1,051,210
Economic Development	10,897,267	15,042,902	22,824,393
Debt Service	0	0	0
Capital Outlay	1,809,168	0	0
TOTAL OPERATING EXPENSES	$ 13,795,360	$ 16,195,908	$ 23,875,603
GRAND TOTAL	$ 13,795,360	$ 16,195,908	$ 23,875,603

Exhibit "A"

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2026 through September 30, 2027

	ACTUAL 2024-2025	BUDGET 2025-2026	BUDGET 2026-2027
OPERATING EXPENSES			
General Government Administration			
51010. Base Salary	$ 365,564	$ 509,886	$ 452,477
51090. FICA MDC Portion	27,170	41,450	36,743
51110. Hospital Insurance MDC Portion	21,420	49,200	55,200
51135. ACOC Profit Sharing	6,954	35,692	31,673
51140. Unemployment Insurance	0	360	361
52010. Office Supplies	10,942	9,940	9,940
52110. Motor Vehicle Supplies	675	1,000	1,000
52115. Minor Furniture and Fixtures	0	2,000	2,000
52155. Minor Comp. Hardware & Peripherals	4,529	5,000	5,000
52160. Computer Software & Supplies	24,654	40,000	40,000
52620. Postage	205	500	500
53010. Communications	13,748	17,000	17,000
53030. Light & Power	98	150	150
53110. Insurance - External	38,956	150,000	150,000
53210. Hire of Equipment	60,000	0	0
53212. Equipment Rental - External	3,700	5,000	5,000
53370. Grounds Maintenance	27,971	40,000	50,000
53405. Software Maintenance	21,333	22,000	22,000
53440. External Audit Fees	34,500	45,000	45,000
53510. Travel & Entertainment	14,334	20,000	20,000
53520. Dues and Subscriptions	18,889	20,000	20,000
53530. Training, Registration Fees	4,985	10,000	10,000
53920. Rent	261,686	73,128	71,466
54010. Building Maintenance	122,187	50,000	0
55120. Maintenance of Instruments & App	4,425	5,700	5,700
TOTAL General Government Admin	$ 1,088,925	$ 1,153,006	$ 1,051,210

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2026 through September 30, 2027

	ACTUAL 2024-2025	BUDGET 2025-2026	BUDGET 2026-2027
OPERATING EXPENSES			
Economic Development			
53220. Advertising	$ 275,161	$ 300,000	$ 350,000
53450. Consulting Fees	365,265	450,000	400,000
53905. Economic Development Incentives	2,841,701	905,101	4,500,000
53907. Business Recruitment/Retention	127,386	150,000	200,000
53909. Prior Year Committed Incentives	6,189,829	11,061,187	15,137,843
56188. MOTRAN	142,500	142,500	142,500
56202. General Fund Services	427,412	534,114	594,050
56995. Project Non Capital (Promotions)	528,013	1,500,000	1,500,000
TOTAL Economic Development	10,897,267	15,042,902	22,824,393
Capital Outlay			
57000. Capital Land Purchases	1,470,357	0	0
57002. Capital Improvemnts Other Than Bldgs	308,811	0	0
57005. Infrastructure	30,000	0	0
TOTAL Capital Outlay	1,809,168	0	0
GRAND TOTAL	$ 13,795,360	$ 16,195,908	$ 23,875,603

RESOLUTION NO. _____

RESOLUTION APPROVING THE FISCAL YEAR 2026-2027 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Midland Development Corporation approved its budget for the Fiscal Year 2026-2027 on July 6, 2026; and

WHEREAS, Chapter 501 of the Texas Local Government Code requires that said budget be approved by the City Council;

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

SECTION ONE. That the fiscal year 2026-2027 budget of the Midland Development Corporation, which is attached hereto as Exhibit A, is hereby approved subject to the conditions set out in Section Two hereof.

SECTION TWO. That the following expenditures from the fiscal year 2026-2027 budget of the Midland Development Corporation must first be approved by the City Council:

- Any expenditure from the Economic Development Incentives (53905) budget line item.
- Any contract for services (including, but not limited to, professional, consulting, engineering, promotional, and construction services) with a total contract price of $300,000.00 or above, unless such contract is being entered into pursuant to or in accordance with an agreement that was previously approved by the City Council.

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

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2026 through September 30, 2027

	ACTUAL 2024-2025	BUDGET 2025-2026	BUDGET 2026-2027
REVENUE AND RECEIPTS			
Appropriate from Net Position	$ 0	$ 0	$ 7,465,543
Sales Tax	17,280,642	15,000,000	15,000,000
Public Right-Of-Way Use Fees	4,823	0	0
Interest	212,200	0	0
Interest / Non-Pooled Investment	554,758	0	0
Investment Earnings (loss)	3,201	0	0
Misc. Rentals	1,136,327	1,195,908	1,410,060
Reimbursement of Budget Expenses	6,533	0	0
TOTAL REVENUE AND RECEIPTS	$ 19,198,484	$ 16,195,908	$ 23,875,603
SUMMARY OF EXPENSES BY CLASSIFICATION			
OPERATING EXPENSES			
General Government Administration	$ 1,088,925	$ 1,153,006	$ 1,051,210
Economic Development	10,897,267	15,042,902	22,824,393
Debt Service	0	0	0
Capital Outlay	1,809,168	0	0
TOTAL OPERATING EXPENSES	$ 13,795,360	$ 16,195,908	$ 23,875,603
GRAND TOTAL	$ 13,795,360	$ 16,195,908	$ 23,875,603

Exhibit A

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2026 through September 30, 2027

	ACTUAL 2024-2025	BUDGET 2025-2026	BUDGET 2026-2027
OPERATING EXPENSES			
General Government Administration			
51010. Base Salary	$ 365,564	$ 509,886	$ 452,477
51090. FICA MDC Portion	27,170	41,450	36,743
51110. Hospital Insurance MDC Portion	21,420	49,200	55,200
51135. ACOC Profit Sharing	6,954	35,692	31,673
51140. Unemployment Insurance	0	360	361
52010. Office Supplies	10,942	9,940	9,940
52110. Motor Vehicle Supplies	675	1,000	1,000
52115. Minor Furniture and Fixtures	0	2,000	2,000
52155. Minor Comp. Hardware & Peripherals	4,529	5,000	5,000
52160. Computer Software & Supplies	24,654	40,000	40,000
52620. Postage	205	500	500
53010. Communications	13,748	17,000	17,000
53030. Light & Power	98	150	150
53110. Insurance - External	38,956	150,000	150,000
53210. Hire of Equipment	60,000	0	0
53212. Equipment Rental - External	3,700	5,000	5,000
53370. Grounds Maintenance	27,971	40,000	50,000
53405. Software Maintenance	21,333	22,000	22,000
53440. External Audit Fees	34,500	45,000	45,000
53510. Travel & Entertainment	14,334	20,000	20,000
53520. Dues and Subscriptions	18,889	20,000	20,000
53530. Training, Registration Fees	4,985	10,000	10,000
53920. Rent	261,686	73,128	71,466
54010. Building Maintenance	122,187	50,000	0
55120. Maintenance of Instruments & App	4,425	5,700	5,700
TOTAL General Government Admin	$ 1,088,925	$ 1,153,006	$ 1,051,210

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2026 through September 30, 2027

	ACTUAL 2024-2025	BUDGET 2025-2026	BUDGET 2026-2027
OPERATING EXPENSES			
Economic Development			
53220. Advertising	$ 275,161	$ 300,000	$ 350,000
53450. Consulting Fees	365,265	450,000	400,000
53905. Economic Development Incentives	2,841,701	905,101	4,500,000
53907. Business Recruitment/Retention	127,386	150,000	200,000
53909. Prior Year Committed Incentives	6,189,829	11,061,187	15,137,843
56188. MOTRAN	142,500	142,500	142,500
56202. General Fund Services	427,412	534,114	594,050
56995. Project Non Capital (Promotions)	528,013	1,500,000	1,500,000
TOTAL Economic Development	10,897,267	15,042,902	22,824,393
Capital Outlay			
57000. Capital Land Purchases	1,470,357	0	0
57002. Capital Improvemnts Other Than Bldgs	308,811	0	0
57005. Infrastructure	30,000	0	0
TOTAL Capital Outlay	1,809,168	0	0
GRAND TOTAL	$ 13,795,360	$ 16,195,908	$ 23,875,603

City Council Meeting

Item Number: 19.
Meeting Date: July 21, 2026
To: City Council
From: Landon Ochoa, Planning Division Manager
Subject: RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIDLAND AND CUMBERLAND AND WESTERN RESOURCES, LLC (THE "OWNER") THAT REQUIRES THE OWNER (1) TO INSTALL AND MAINTAIN AN ART INSTALLATION ON A TRACT OF LAND LOCATED IN THE CITY'S EXTRATERRITORIAL JURISDICTION FOR WHICH THE OWNER HAS PETITIONED FOR ANNEXATION AND (2) TO POST A CASH DEPOSIT WITH THE CITY THAT SHALL BE RETURNED TO THE OWNER AFTER THE ART INSTALLATION HAS BEEN INSTALLED

Purpose:
The purpose of this request is to authorize staff to begin negotiating and execute an agreement between the City of Midland and Cumberland and Western Resources, LLC that would require the owner of the property to install and maintain an art installation and post a cash deposit with the City that shall be returned to the owner after the art installation has been installed. If the Council approves this resolution, the agreement will have to be negotiated and executed before the Council takes final action to annex the property.

Recommended Action:
Informational/Directional

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Cumulus Design, on behalf of the property owner, Cumberland and Western, LLC has submitted a petition to annex a tract of land located on the west side of State Highway 158, approximately 220 feet east of Bear Drive in the extraterritorial jurisdiction, said tract being more fully described in Exhibit A of the attached resolution. The developer intends to subdivide the property into three lots to be used for commercial purposes. Council deferred the annexation item on March 24, 2026 and directed staff to work with the developer on potential enhancements to the site before being annexed. As a result of the discussions with the

developer, staff is proposing this resolution to Council to negotiate and execute an agreement with the property owner that will require them to (1) install and maintain an art installation on one of the three lots the property will be subdivided into, and (2) post a cash deposit with the City that shall be returned to the owner after the art installation has been installed. If the Council approves this resolution, staff will not bring the annexation ordinance to Council for second reading and final approval unless an agreement has been executed.

Attachments:

A. RESO w EXH - Negotiate and Execute Development Agreement w Cumberland & Western - Art Installation
B. A-25-0052, Location Map

Landon Ochoa, Development Services	Created/Initiated - 7/15/2026
Landon Ochoa, Development Services	Approved - 7/15/2026
Elizabeth Triggs, Development Services	Approved - 7/15/2026
Christy Weakland, Finance	Approved - 7/15/2026
Linda Ochoa, Legal	Approved - 7/15/2026
Morris Williams, City Manager	Approved - 7/15/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIDLAND AND CUMBERLAND AND WESTERN RESOURCES, LLC (THE "OWNER") THAT REQUIRES THE OWNER (1) TO INSTALL AND MAINTAIN AN ART INSTALLATION ON A TRACT OF LAND LOCATED IN THE CITY'S EXTRATERRITORIAL JURISDICTION FOR WHICH THE OWNER HAS PETITIONED FOR ANNEXATION AND (2) TO POST A CASH DEPOSIT WITH THE CITY THAT SHALL BE RETURNED TO THE OWNER AFTER THE ART INSTALLATION HAS BEEN INSTALLED

WHEREAS, Cumberland and Western Resources, LLC (the "Owner") owns a certain tract of land located within the extraterritorial jurisdiction of the City of Midland (the "Tract"), said Tract being described more particularly in Exhibit A, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the Owner has petitioned the City to annex the Tract into the corporate limits of the City, as reflected in Exhibit A; and

WHEREAS, Section 212.172 of the Texas Local Government Code authorizes the governing body of a municipality to make a written contract with an owner of land located in the municipality's extraterritorial jurisdiction to provide for the terms of annexation and to specify the uses and development of the land before and after annexation; and

WHEREAS, the City is willing to consider annexing the Tract only if the Owner, at the Owner's sole cost and expense, installs and maintains an art installation on the Tract, as shall be more particularly provided in an agreement (the "Agreement"); and

WHEREAS, the City Council finds it to be in the public interest to authorize the negotiation and execution of the Agreement prior to annexation of the Tract;

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

SECTION ONE. That the recitals above are hereby approved, adopted, and incorporated herein for all purposes.

SECTION TWO. That the City Manager or the City Manager's designee is hereby authorized and directed to negotiate and execute the Agreement on behalf of the City prior to annexation of the Tract. The Agreement shall require the Owner, at the Owner's sole cost and expense, to (1) install and maintain an art installation on the Tract and (2) post a cash deposit with the City that shall be returned to the Owner after the art installation has been installed.

SECTION THREE. That the City Manager or the City Manager's designee is hereby authorized to take all other actions necessary or appropriate to carry out the intent and purposes of this resolution and the 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:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in **Exhibit A** (the "Property"), said **Exhibit A** being attached hereto and incorporated herein, Cumberland & Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

CUMBERLAND & WESTERN RESOURCES, LLC

By: _____
Carlos Iglesias, Representative

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of January, 2026, by Carlos Iglesias in the capacity herein stated.

MY COMMISSION EXPIRES
5/15/2029

_____
Notary Public, State of Texas

Aubrey Esther Marshall
My Commission Expires
5/15/2029
Notary ID135514167

Exhibit A

DESCRIPTION

Being a 4.09 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an "X" cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an "X" cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, N59°05'27"W, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, a distance of 593.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2223 of said Plat Records, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to a point in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 573.69 feet to the **POINT OF BEGINNING**, and containing an area of 4.09 acres (177,968 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas



Caleb McCanlies
R.P.L.S. # 7036

06-11-2025
Date

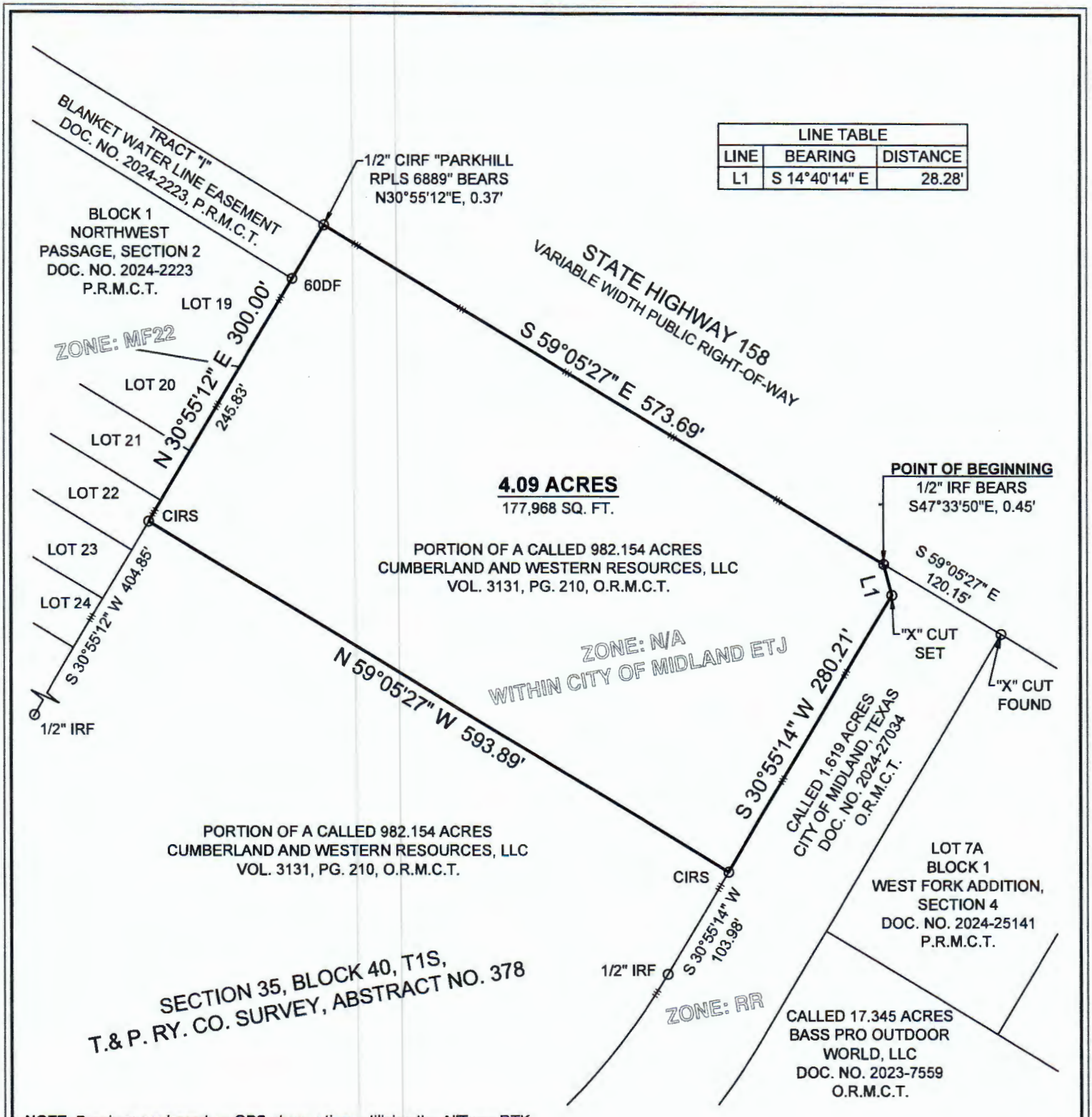
EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

Exhibit A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

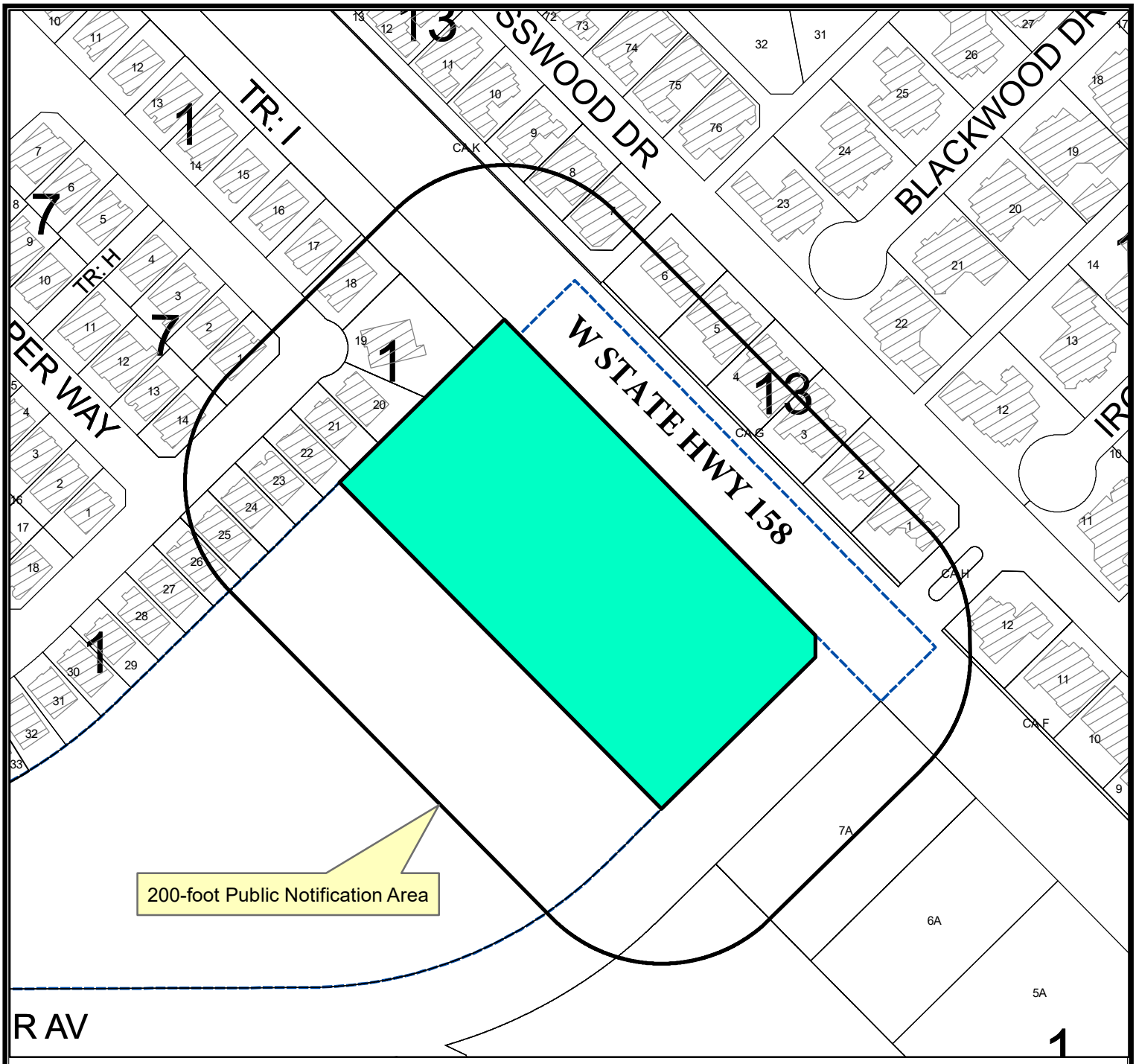
N

1" = 120'

0 60 120

LEGEND

O	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP



Location Map

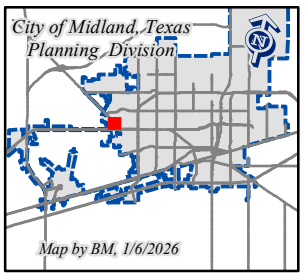
A-25-0052 **Scale: 1" = 185'**

An ordinance on a request by Cumulus Design, on behalf of Cumberland and Western Resources, LLC, for an annexation of a 4.09-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)

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.

City Council Meeting

Item Number: 20.
Meeting Date: July 21, 2026
To: City Council
From: Gabriel McClelland, Engineering Services Director
Subject: MOTION APPROPRIATING THE SUM OF $750,000.00 FROM THE GENERAL FUND AND TRANSFERRING IT TO A PROJECT ACCOUNT FOR THE REPAVING OF VETERANS AIRPARK LANE; AND APPROPRIATING THE SUM OF $250,000 FROM THE GENERAL FUND AND TRANSFERRING IT TO A PROJECT ACCOUNT FOR THE REPAVING OF GARFIELD STREET

Purpose:
To establish the Repaving of Veterans Airpark Lane and Garfield Street project account and appropriate $1,000,000 from the General Fund for the reconstruction of Veterans Airpark Lane from Big Spring Street to Smith Road and Garfield Street from Loop 250 to a point approximately 900' south of Loop 250

Recommended Action:
Staff recommends approval

Fiscal Impact:
$750,000 is available and will be appropriated from the General Fund and transferred to a project for Veterans Airpark Lane. Upon receipt, $250,000 will be appropriated and transferred to a project for Garfield Street.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
On April 21, 2022, the City entered into a Surface Use Agreement with Midland-Petro D.C. Partners, LLC, which requires the lessee to pay the City $750,000 for the reconstruction of Veterans Airpark Lane from Big Spring Street to Smith Road. The required payment has been received and deposited into the General Fund. Approval of this motion will establish the project account and appropriate the funds for their intended purpose in accordance with the Surface Use Agreement.

In addition to the Surface Use Agreement above, there is a pending Road Repair Agreement. The Road Repair Agreement includes the sum of $250,000 to be paid to the City prior to operator commencing its use of Garfield Street to access its oil and gas lease. The sum of $250,000, once received, will be transferred to a new project account. This project supports the City's strategic goal of strengthening and sustaining infrastructure by improving a key public

roadway.

Attachments:

A. Agenda Request Memo - Permian Deep Rock Veterans Airpark Lane
B. SURFACE USE AGREEMENT (fully executed)
C. PDR Road Repair Agreement (N Garfield) (002)

Natalie Burgard, Engineering Services	Created/Initiated - 7/1/2026
Gabriel McClelland, Engineering Services	Approved - 7/6/2026
Christy Weakland, Finance	Approved - 7/7/2026
Linda Ochoa, Legal	Approved - 7/14/2026
Jose Ortiz, City Manager	Approved - 7/15/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

INTEROFFICE MEMORANDUM

TO: **City Council**

FROM: **Engineering Services Department, Gabe McClelland**

SUBJECT: **Motion to Establish the Repaving of Veterans Airpark Lane Project Account and Appropriate $750,000 from the General Fund**

DATE: **June 29, 2026**

Approval of a motion to establish the Repaving of Veterans Airpark Lane project account and appropriate $750,000 from the General Fund is requested.

On April 21, 2022, the City of Midland entered into a Surface Use Agreement with Midland-Petro D.C. Partners, LLC which required the lessee to pay the City $750,000 to be used for the reconstruction of Veterans Airpark Lane from Big Spring Street to Smith Road.

The required payment has been received by the City and deposited into the General Fund. Approval of this item will establish the project account and appropriate the funds for their intended purpose in accordance with the Surface Use Agreement.

The reconstruction of Veterans Airpark Lane will support the City's strategic goal of strengthening and sustaining infrastructure by providing safe, well-maintained roadways that serve both existing development and future growth.

SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT (this "Agreement") is made and entered into this 21st day of April, 2022, by and between the **CITY OF MIDLAND, TEXAS**, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right-of-Way Manager ("Surface Owner") and **MIDLAND-PETRO D.C. PARTNERS, LLC**, whose address is P.O. Box 2071, Midland, Texas 79702 ("Lessee"), covering the following described lands located in Midland County, Texas (the "Surface Premises"):

See Exhibit "A" attached hereto for a complete description of lands owned by Surface Owner and covered by this Agreement.

Reference is made to that certain Oil and Gas Lease described on Exhibit "B" attached hereto reference to which is hereby made for all purposes (the "Lease"), covering the lands described on Exhibit "B" (the "Leased Premises"). It is the purpose of this Agreement to provide for protection of the surface estate and water resources of the Leased Premises and Surface Premises in connection with oil and gas exploration, development and production under the Lease.

Accordingly, it is agreed as follows:

1. NOTICE BETWEEN SURFACE OWNER AND LESSEE:

(a) Prior to commencing any operations, including, without limitation, seismic, drilling or reworking operations, or road, pipeline or other construction, on the Surface Premises, Lessee shall notify Surface Owner in writing of the specific activity that is to be conducted and the approximate date and location of such activity, such notice to be given within thirty (30) days prior to the actual commencement of operations, provided that any such operations shall commence on or before the end of the primary term of the Lease (the "Drilling Commencement Date").

(b) Lessee agrees to designate in writing the name of the person or persons with whom Surface Owner may communicate about the activities being conducted on the surface and with whom Surface Owner may resolve issues that arise.

(c) All communications by Lessee to Surface Owner shall be directed to:

(d) Name: Mr. John Simmons, Right-of-Way Manager

Address: P.O. Box 1152
Midland, Texas 79702

Phone: 432-685-7470

Email: jsimmons@midlandtexas.gov

2. REASONABLE USE:

Lessee agrees that it shall not be entitled to use any more of the surface of the Surface Premises than is reasonably necessary and that all surface installations shall be kept to a reasonable minimum consistent with good operating practices. Additionally, Lessee hereby acknowledges and agrees that notwithstanding any implied right of use under the laws of the State of Texas that might otherwise apply relating to exploitation of the mineral estate under the Leased Premises, all operations conducted pursuant to the Lease will be conducted in compliance with the terms of this Agreement. Lessee agrees that due to the proximity of the Leased Premises to the active runways at Midland Airpark, Lessee shall prepare and provide to Surface Owner prior to any drilling on the Surface Premises, at Lessee's sole cost and expense, an aeronautical study requested by the Federal Aviation Administration ("FAA") in connection with the necessary permits to drill in the vicinity of Midland Airpark. Surface Owner agrees to reasonably cooperate with and assist Lessee in obtaining all necessary permits required for drilling on the Surface Premises from the FAA, provided that (y) Lessee shall promptly reimburse Surface Owner up to $7,500.00 annually for any and all out of pocket costs and expenses incurred by Surface Owner in connection with Surface Owner's cooperation with and assistance of lessee in obtaining all necessary permits required for drilling on the Surface Premises from the FAA, and (z) Lessee acknowledges and agrees that

Surface Owner makes no representation, warranty or guaranty that the FAA will approve any such requested permit for drilling on the Surface Premises.

Surface Owner and Lessee acknowledge this Agreement is executed in conjunction with the Lease, which will benefit both the Surface Owner and the Lessee by the development of the oil and gas owned by the Surface Owner under the Surface Premises and oil and gas owned by the Surface Owner under other properties in proximity to the Surface Premises. Surface Owner and Lessee acknowledge in the future there may be the necessity to make modifications to this Agreement and specifically Exhibit "A-1" to this Agreement. Such modifications will be evidenced by amendments to this Agreement to be approved and signed by Lessee and the City Manager of the City of Midland, Texas; provided, however, that notwithstanding anything to the contrary contained in this paragraph or elsewhere in this Agreement, any modification or amendment to this Agreement shall be at Surface Owner's sole discretion.

3. ACCESS AND FENCES:

(a) Lessee agrees to access, cross and exit the Surface Premises only in the locations and along the routes on the roads shown on Exhibit "A-1", provided that Lessee may access or cross any area within the perimeter fences of Lessee's multi-well pads located on the Surface Premises. Lessee and all persons entering or leaving the Surface Premises in connection with Lessee's operations hereunder shall keep all outside and interior gates securely closed except during drilling and completion operations. At any gate that is to be locked, Surface Owner may install its own lock in addition to Lessee's lock. Lessee and all persons entering or leaving any portion of Midland Airpark in connection with Lessee's operations hereunder shall observe and comply with all FAA rules, regulations and requirements, including, without limitation, obtaining any and all necessary permissions to access Midland Airpark.

(b) Lessee will construct, prior to Lessee's commencement of any operations on the Surface Premises and at Lessee's sole cost and expense, a temporary access road off Big Spring Street north of the 9.25 acre pad for entrance to the Surface Premises in the location shown on Exhibit "A-1" (the "Temporary Access Road"). The parties hereto acknowledge and agree that the Temporary Access Road is intended to be and shall be the primary route of access to the Surface Premises to be used by Lessee in connection with its operations on the Surface Premises. Except as to roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, Lessee shall not commence to construct any new roads not shown on Exhibit "A-1" upon the Surface Premises without the prior written approval of Surface Owner, which approval shall be at Surface Owner's sole discretion. Lessee may construct, at Lessee's sole cost and expense, roads within the perimeter fences of Lessee's multi-well pads located on the Surface Premises without Surface Owner's approval. Excluding roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, any and all new roads on the Surface Premises approved by Surface Owner and to be used by Lessee in connection with its operations shall be constructed by Lessee at Lessee's sole cost and expense and in accordance with such specifications as may be required by Surface Owner. All roads used or constructed by Lessee shall be topped and crowned with a minimum of 9" of caliche and shall have magnesium chloride applied to the road surface after the completion of road construction, or shall be paved, as required by Surface Owner; provided that as to roads located within the perimeter fences of Lessee's multi-well pads located on the Surface Premises, Lessee may determine whether such roads shall be caliche as aforesaid or paved. While under construction, roads will be kept wet down to avoid excessive dust. Notwithstanding that Surface Owner may use all roads used by Lessee for any and all purposes, Lessee shall maintain all roads used by Lessee in good repair, and all roads shall be maintained as all-weather caliche or paved roads, as applicable, at all times. All holes and ruts in roads used by Lessee shall be filled as soon as practical by Lessee. Lessee shall install adequate culverts wherever any road constructed or used by Lessee crosses a natural drainage, and except as provided below all roads and any pipelines laid by Lessee shall be so constructed and laid as not to interfere with the natural flow of surface waters or with drainage. Lessee shall place water diversions along any road constructed or used by Lessee as necessary to prevent excessive washing out of the road. All material for such diversions will be constructed using materials purchased from Surface Owner and Lessee shall not use materials pushed up from the roadside, unless Surface Owner agrees otherwise.

(c) Lessee agrees that Lessee will not cut or go over any fence at any time or in connection with any operations on the Surface Premises without first obtaining Surface Owner's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Lessee and Surface Owner and shall be constructed as reasonably required by Surface Owner. Within ninety (90) days after Lessee has completed its drilling operations and removed the sound walls required by Section 16(f) of this Agreement, Lessee shall construct permanent fencing around the 7.62 acre and 9.25 acre pads shown on Exhibit "A-1" attached hereto at locations approved by the City Manager. Said permanent fences shall substantially conform to the schematics attached hereto as Exhibit "D". The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) In connection with its operations, in addition to the Temporary Access Road Lessee also intends to use (i) Veterans Airpark Lane between Big Spring Street and Smith Road, (ii) Smith Road, and (iii) any other road owned by Surface Owner located on the Surface Premises to which Surface Owner in its sole discretion has consented to Lessee's use (the roads described in the immediately preceding clauses (i)-(iii) are hereinafter collectively referred to as the "Non-Temporary Utilized Roads"). Lessee agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00) per calendar year for damage done to the Non-Temporary Utilized Roads and the entrance gates on the Surface Premises to the extent that any such damage is verifiably attributable to traffic servicing Lessee. Lessee will not be obligated to pay for any damage to the Non-Temporary Utilized Roads attributable to other parties or for damage associated with normal wear and tear. Lessee has provided to Surface Owner a letter of credit, certificate of deposit or surety bond in form and substance satisfactory to Surface Owner in the amount of $75,000.00 which will serve to secure payment of any such road repair expenses for the Non-Temporary Utilized Roads. In the event such letter of credit, certificate of deposit or surety bond is not restored to $75,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, Surface Owner may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond and Lessee's Oil and Gas Well Permit(s) shall immediately cease until Lessee files the required letter of credit, certificate of deposit or surety bond. Lessee and Surface Owner agree that the documentation of any road damage determined to be caused by Lessee's use of the Non-Temporary Utilized Roads in connection with its operations shall be presented to Lessee. If Lessee does not agree with such determination, Lessee 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 Lessee the opportunity to be heard and present facts that Lessee deems relevant. Surface Owner reserves the right after giving ten (10) business days written notice to Lessee regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K), General Conditions of all Oil and Gas Well Permits, in order to remedy such situation under Section 6-1-23 "Oil and Gas Well Permits" of the City of Midland Oil and Gas Ordinance (as defined below). The amount drawn from the letter of credit, certificate of deposit or surety bond shall not exceed the limits previously described above. Notwithstanding the foregoing, all costs and expenses of maintaining the Temporary Access Road shall be borne by Lessee and for clarification, such costs and expenses shall not be included in the $75,000 annual road repair maximum amount referenced in this subparagraph (d).

(e) On or before the last day of the thirty-sixth (36^{th}) month after the Drilling Commencement Date, Lessee agrees to pay Surface Owner $750,000.00, which Surface Owner agrees to use in order to reconstruct Veterans Airpark Lane from Big Spring Street to Smith Road.

(f) No less than ten (10) business days prior to the movement onto or delivery to the Surface Premises of any drilling rig, other rig or any equipment or materials to be moved onto or delivered to the Surface Premises by means of any vehicle or other delivery method larger than a semi-tractor-trailer truck, Lessee shall notify Surface Owner thereof and shall coordinate with Surface Owner to provide such traffic control and other similar measures as are reasonably required by Surface Owner. Lessee shall pay all costs and expenses of such traffic control and other similar measures reasonably required by Surface Owner, including, without limitation, reimbursing Surface Owner for any and all out of pocket costs and expenses incurred by Surface Owner in connection therewith.

4. DRILLSITE LOCATIONS:

(a) All drillsite locations and pads shall be at the locations and the sizes shown on Exhibit "A-1" attached hereto. Lessee shall locate all operations within the 7.62 acre and 9.25 acre drill pads shown on Exhibit "A-1" attached hereto and all wells shall be drilled within the Drilling Area designated within the 7.62 acre and 9.25 acre drill pads shown on Exhibit "A-1" attached hereto.

(b) Lessee shall provide trash trailers at drilling sites while drilling, completion and workover operations are in progress.

(c) Within one hundred twenty (120) days after abandonment of the last producing well on the Surface Premises, Lessee will remove all caliche from the applicable drillsite. The drillsite location shall be leveled and the top soil which was previously removed and stacked shall be spread uniformly over the drillsite location. Lessee shall plant the disturbed area with the type and quantity of grass or other reasonable landscaping designated by Surface Owner so that the disturbed area shall be generally restored to its original condition. The drillsite shall be cleaned and all oil and/or gas waste materials, junk, pieces or iron, pipes and other debris shall be removed. The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) Unless otherwise agreed to in writing by Surface Owner, other than wellheads, pumping units, electrical equipment, production separators, meters and electric pumps, no other structures or facilities, including, without limitation, tank batteries, heater treaters, dehydrators, compressors, or gas treatment facilities, shall be located on the Surface Premises.

(e) All producing well locations and pits will be fenced in accordance with standards set forth in the Midland City Code or otherwise approved by the Surface Owner and Lessee. Permanent internal combustion engines on pumping units (artificial lift equipment) are expressly prohibited from use on the Surface Premises. Lessee shall install an electric motor to operate any pumping unit placed by Lessee on the Surface Premises to produce any well.

(f) Lessee shall at all times maintain all equipment and permitted facilities located on the Surface Premises in good repair and condition, and in a properly painted condition.

(g) Drilling rigs and pulling unit rigs shall not be painted, steam cleaned or cleaned with solvents while on the Surface Premises unless provisions have been made to collect the effluent(s) of the operation for disposal off the Surface Premises. All rig waste shall be removed from the Surface Premises. Demobilization operations shall commence promptly for any drilling rig or workover rig (in no event later than fourteen (14) days after the drilling or workover operations have been completed, except in the event of a heavy rain event that prevents the removal of said rig) unless the rig is to be used to drill or workover another well located on the Leased Premises within thirty (30) days following the completion of its use on a prior operation.

5. RESERVE PITS AND DISPOSAL OF DRILLING FLUIDS AND MUD:

(a) While drilling, Lessee will use a closed loop mud system. While drilling and completing, all cuttings and other drilling and completion fluids will be retained and removed from the Surface Premises in above ground vessels.

(b) There shall be no landfarming or disposal of drilling fluids or muds or other wastes from oil and gas operations on the Surface Premises or into any wellbore located on the Surface Premises without prior written consent of Surface Owner, which consent shall be at Surface Owner's sole discretion.

6. PIPELINES:

(a) All pipelines and flowlines on the Surface Premises shall be buried at least forty-eight (48) inches below the surface unless otherwise agreed in writing by Surface Owner and the location of such lines shall be properly marked with signage approved by Surface Owner. The locations of all pipelines and flowlines are shown on Exhibit "A-1" and such pipelines and flowlines shall not exceed a maximum of twenty-four inches (24") in diameter. All trash and debris from construction of pipelines and flowlines shall be removed from the Surface Premises by

Lessee. The locations of pipelines and flowlines relating to Lessee's operations on property adjacent to the Surface Premises are shown on Exhibit "A-2" attached hereto.

(b) The pipelines located on the Surface Premises shall be adequately marked at all times by Lessee at all road or fence crossings and as required by applicable laws. All pipelines crossing runways or taxiways shall be bored and cased as shown on Exhibit "A-1" and Lessee shall comply with all FAA rules, regulations and requirements in connection with constructing, installing, maintaining and/or accessing such pipelines.

(c) If Lessee shall construct any pipeline on the Surface Premises, Lessee agrees that before the abandonment or removal of any such pipeline, it will offer the same to Surface Owner, without compensation. If Surface Owner elects not to accept any such pipeline, then Lessee shall either (i) remove such pipeline promptly following abandonment, or (ii) perform all work necessary to purge or remove all flammable, explosive and hazardous substances contained within the pipeline or flowline, cap or seal the pipeline or flowline, and then the pipeline or flowline may be abandoned in place, all in accordance with all applicable laws, rules, regulations and prudent engineering practices in a manner so as to render the pipeline or flowline safe. A pipeline or flowline shall be deemed to be abandoned for purposes of this Agreement if it has not been used to transport products for a period of three hundred sixty (360) consecutive days. If Lessee fails to remove or purge and cap any pipeline or flowline, Surface Owner may do so at the sole expense of Lessee. The terms, provisions and requirements of this subparagraph (c) shall survive the termination or expiration of this Agreement.

(d) Unless otherwise agreed to in writing by Surface Owner, no pipeline may be constructed hereunder that will carry any oil, gas, water (other than water used for the fracking process for wells drilled on the Surface Premises pursuant to this Agreement) or other substances which are not produced from the Leased Premises or lands pooled therewith.

7. <u>ELECTRIC LINES:</u>

(a) All electric lines shall be at locations shown on Exhibit "A-1".

(b) Lessee agrees that before abandonment or removal of any such electric line, it will offer the same to Surface Owner, without compensation. If Surface Owner elects not to accept such electric line, then Lessee shall remove such electric line promptly following abandonment. An electric line shall be deemed to be abandoned for purposes of this Agreement if it has not been used to deliver electricity for a period of three hundred sixty (360) consecutive days. The terms, provisions and requirements of this subparagraph (b) shall survive the termination or expiration of this Agreement.

(c) Unless otherwise agreed to in writing by Surface Owner, electric lines may only be constructed hereunder for the purpose of providing electricity to Lessee's permitted facilities and equipment located on the Leased Premises or Surface Premises or lands pooled therewith.

8. <u>STORAGE OF MACHINERY AND EQUIPMENT:</u>

Lessee shall use no part of the Surface Premises to store machinery, rigs, equipment, pipe or other property of Lessee while it is not being used.

9. <u>HOUSING OF EMPLOYEES:</u>

Lessee shall use no part of the Surface Premises to house employees or other personnel except temporarily at well sites during drilling or completion operations on the Leased Premises.

10. <u>USE OF WATER:</u>

Surface Owner hereby grants Lessee use of water located under the Surface Premises for operations located on the Leased Premises or on lands pooled therewith and for irrigation on the Surface Premises and on the Midland College campus. All existing and future water wells shall be shown on Exhibit "A-1" attached hereto or drilled at such locations approved in writing by Surface Owner, with any such approval to be at Surface Owner's sole discretion, and shall be drilled in accordance with such specifications required by Surface Owner. Lessee shall meter at the water wells and at such other points as may be necessary all such water used and shall pay to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner the rate

set forth in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands for any such water so used; provided, however, that for a term of ten (10) years commencing upon the earlier of (i) the first day of the month in which Lessee first uses water located under the Surface Premises for irrigation on the Surface Premises or on the Midland College campus, and (ii) the date occurring two (2) years after the date of this Agreement, Lessee shall have the right to use up to an aggregate amount of one million gallons per month of water located under the Surface Premises for irrigation on the Surface Premises and on the Midland College campus free of charge, but if any water located under the Surface Premises is used for irrigation on the Surface Premises or on the Midland College campus in excess of such aggregate amount of one million gallons per month, Lessee shall pay to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner the rate set forth in the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands for any such excess water so used. All payments for water used as provided for in this paragraph shall be paid by Lessee to Surface Owner or to such other party or parties as may be designated in writing by Surface Owner on or before the last day of the month following the month in which such water was used. For any month that Lessee uses water located under the Surface Premises (x) for operations located on the Leased Premises or on lands pooled therewith, or (y) for irrigation on the Surface Premises or for irrigation on the Midland College campus, Lessee shall provide to Surface Owner on or before the last day of the month following the month in which such water was used, such report(s), in form and substance satisfactory to Surface Owner, totaling the number of gallons (or barrels, as applicable) of water located under the Surface Premises used by Lessee during such month for each of the purposes described in the preceding clauses (x) and (y), together with the calculation of such payment(s), if any, owing by Lessee for such water use in accordance with the terms of this paragraph.

11. DISPOSAL OF SALT WATER:

Lessee shall not dispose of salt water on or into the Surface Premises without the prior written consent of Surface Owner. In the event Lessee seeks to complete a salt water disposal well or wells on the Surface Premises, Surface Owner may consent in its sole discretion; provided, that if Surface Owner does consent, such consent shall be subject to Surface Owner and Lessee mutually agreeing on the form of Saltwater Disposal Agreement, the location of any disposal well, the location of disposal facilities, the formation in which such disposal shall be conducted, the compensation to Surface Owner for such disposal and the amount of damage to be paid to Surface Owner for such facilities.

12. TRASH:

Lessee will keep the Surface Premises free of trash and debris at all times. Under no circumstances will Lessee be allowed to bury any trash, debris or foreign material of any kind on or under the Surface Premises. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed disposing of trash on the Surface Premises. Upon the completion of any operation, all ribbons, flags, stakes and similar items shall be promptly removed from the Surface Premises.

13. CALICHE:

INTENTIONALLY OMITTED.

14. HUNTING, FISHING AND ALCOHOL PROHIBITED:

No agent, employee, representative, contractor or subcontractor of Lessee or any other person allowed to enter the Surface Premises by Lessee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Surface Premises, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Surface Premises 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. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed on the Surface Premises in violation of this provision.

15. SEISMIC OPERATIONS:

Lessee may conduct seismic operations on the Leased Premises or on the Surface Premises only with the prior written consent of Surface Owner. Any such seismic operations shall be conducted at date(s) and time(s) mutually agreeable between Lessee and Surface Owner. In conducting seismic operations there shall be no holes drilled in the ground and there shall be no explosive charges. No seismic operations shall be conducted during wet conditions. In conducting seismic operations Lessee will not use or allow the use of a dozer, grader or similar equipment without express written permission from Surface Owner, and then only to the extent of such approval. If Lessee encounters a fence while conducting any seismic operations, it shall pass through the nearest gate to resume its operations.

16. LOCATION AND CONDUCT OF OPERATIONS:

Notwithstanding anything contained in this Agreement to the contrary, Lessee and Surface Owner acknowledge and agree that:

(a) without express written permission from Surface Owner, no well location, new road, pipeline, electric line, permitted facility or fixture shall be located, nor shall any operation of any kind be conducted, within **one hundred thirty-five (135) feet** of any structure located on the Surface Premises or on adjacent property owned by Surface Owner at the time of such operation;

(b) Lessee shall comply in all its operations with all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over such operations, including, without limitation, (i) Chapter 11 of the Municipal Code of Midland, Texas, as the same may be hereafter amended from time to time, and (ii) as to any portion of the Leased Premises or Surface Premises located within the city limits of the City of Midland, Texas, the City of Midland Oil and Gas Drilling requirements as applied under current Ordinance 8769, as codified in Section 6-1-23 of the Municipal Code of Midland, Texas, as the same may be hereafter amended from time to time (the "City of Midland Oil and Gas Ordinance"), if and to the extent applicable;

(c) without limiting (b) immediately above, as to any portion of the Leased Premises or Surface Premises located in or near any airport, Lessee shall comply in all its operations with all applicable FAA rules, regulations and requirements and shall secure in advance all necessary approvals, permits and consents, and shall in addition comply with all reasonable directions of the City of Midland Director of Aviation relating to the public safety and welfare, and the safety of aviation related activities, including without limitation directives, rules and regulations relating to equipment height, location and safety markings;

(d) Lessee shall provide security for the Leased Premises and the Surface Premises during the drilling and completion of wells at such times as commercially reasonably necessary to secure the Leased Premises and the Surface Premises;

(e) all fracking of Lessee's wells on the Surface Premises and the Leased Premises shall be done using a quiet frac fleet system in compliance with Surface Owner's requirements and specifications for such quiet frac fleet system;

(f) Lessee shall construct sound walls of a height of not less than twenty-four feet (24') on all sides of the drillsites for each well drilled on the Surface Premises or on the Leased Premises in accordance with Surface Owner's requirements and specifications for such sound walls, allowing for adequate ingress and egress for Lessee's equipment to operate, and such sound walls shall remain in place during all drilling, fracking and completion operations for each such well, and unless otherwise requested by Surface Owner such sound walls shall be removed within one hundred eighty (180) days of the completion of the last well drilled; and

(g) all trucks and other vehicles of Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement, shall access the well sites on the Surface Premises only in the locations and using the routes depicted upon Exhibit "A-3" so as not to interfere or adversely affect the operations of the Citizen's Collection Center (defined below), and without limiting or being limited by the foregoing, Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or

this Agreement, shall comply with reasonable requests of Surface Owner in connection with the coordination of Lessee's operations and activities upon the Surface Premises with those of the Citizen's Collection Center (defined below). As clarification of the foregoing, Lessee, its agents, employees, representatives, contractors, subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement may access or cross any area within the perimeter fences of Lessee's multi-well pads located on the Surface Premises.

17. NOXIOUS VEGETATION:

Lessee shall take all reasonable precautions to keep the Surface Premises free of bitterweed, African rue, tumbleweeds, cockleburs and other noxious vegetation (being native and non-native toxic plants). In the event any such noxious vegetation is encountered around any of Lessee's equipment or permitted facilities, Lessee agrees to promptly spray herbicide to eliminate such vegetation. If Lessee fails to take such action, Surface Owner may have such vegetation sprayed at the sole expense of Lessee. At the request of Surface Owner, Lessee shall weedwash all vehicles and equipment entering upon the Surface Premises at the entrance to the Surface Premises prior to their entry thereon.

18. SPEED LIMIT:

A speed limit of 25 m.p.h. on the Surface Premises will be observed by Lessee and its agents, employees, representatives, contractors and subcontractors. At the request of Surface Owner, Lessee will place speed limit signs approved by Surface Owner at entrances onto the Surface Premises. Surface Owner shall have the right to expel and permanently ban from the Surface Premises any person observed exceeding such speed limit.

19. ARCHAEOLOGICAL SITES:

Lessee, its agents, employees, representatives, contractors and subcontractors or others entering upon the Surface Premises under the authority of the Lease or this Agreement shall not intentionally remove or destroy any fossils, Indian artifacts, or other archeological objects of historical or scientific value which may be situated thereon. Should Lessee or any of its agents, employees, representatives, contractors or subcontractors discover any such objects on the Surface Premises, it shall leave said objects in place and promptly notify Surface Owner of the existence of such objects.

20. DAMAGE TO PROPERTY IN GENERAL AND DAMAGE SCHEDULE:

Lessee agrees to pay for actual damages resulting to the Surface Premises, improvements thereon and to personal property thereon caused by Lessee's operations. Compensation for all damages to property shall be based on the prevailing rates for similar damages in the area at the time the damage occurs.

In addition to any other damages that may become payable by Lessee, Lessee shall pay Surface Owner in advance damages for the following items based upon the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands:

- Well Location (New Location and Re-Entry)
- Caliche Sales
- Geophysical Permits
- Roads
- Pipelines
- Utility line easements
- Fresh Water Frac Pit Site

Solely for purposes of calculating damages under the then applicable Rate and Damage Schedule set forth by The University of Texas System, University Lands, (a) the Leased Premises and the Surface Premises shall be classified as "University Lands" under such Schedule, (b) any road, pipeline, or utility line used or constructed by Lessee on the Surface Premises shall be

classified under such Schedule as requiring a "new" easement, and (c) any flowlines (other than and excluding temporary surface pipelines) installed by Lessee on the Surface Premises shall be classified as "pipelines" under such Schedule.

Within ten (10) business days after the date of this Agreement, Lessee shall pay Surface Owner the sum of $1,000,000 (the "Relocation Payment") to be used by Surface Owner to help cover Surface Owner's costs and expenses involved with relocating the Citizen's Collection Center located adjacent to the drillsites and shown on Exhibit "A-1" attached hereto (the "Citizen's Collection Center"). In the event Surface Owner does not close the operations of the Citizen's Collection Center on or before the fifth (5^{th}) anniversary of the date of this Agreement Surface Owner shall refund the Relocation Payment to Lessee.

21. REMOVAL OF PROPERTY:

Except as otherwise provided herein, Lessee shall have the right at any time during or within ninety (90) days after the expiration of the Lease as to any portion of the Leased Premises, to remove all property and fixtures placed by Lessee on any such portion of the Leased Premises, including the right to draw and remove all casing, then belonging to Lessee and not taken over by Surface Owner under some other provision of this Agreement. If Lessee fails to remove such property and fixtures within said ninety (90) day period, such property and fixtures shall at the election of Surface Owner, either become owned by Surface Owner or Surface Owner may have such property removed at the sole expense of Lessee; provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned. The terms, provisions and requirements of this paragraph shall survive the termination or expiration of this Agreement.

22. INDEMNIFICATION AND ENVIRONMENTAL PROTECTION:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS SURFACE OWNER AND SURFACE OWNER'S REPRESENTATIVES, AGENTS, ATTORNEYS, HEIRS, EXECUTORS, SURFACE LESSEES, AFFILIATES, 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, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING 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 AGREEMENT, OR ANY ACT OR OMISSION OF LESSEE, 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 TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY IS WITH RESPECT TO LIABILITIES OF AN INDEMNITEE RESULTING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT INDEMNITEE. LESSEE SHALL PROMPTLY ADVISE SURFACE OWNER OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LESSEE HAS RECEIVED NOTICE, AND LESSEE AT LESSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF SURFACE OWNER (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO SURFACE OWNER; 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 LESSEE TO ASSUME THE

DEFENSE OF SURFACE OWNER IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, SURFACE OWNER, AT ITS OPTION, AND WITHOUT RELIEVING LESSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LESSEE AND LESSEE'S FAILURE TO RESPOND THERETO WITHIN TEN BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF THE SURFACE OWNER) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY SURFACE OWNER IN THAT EVENT SHALL BE REIMBURSED BY LESSEE TO SURFACE OWNER, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY SURFACE OWNER UNTIL REIMBURSED BY LESSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAW OF THE STATE OF TEXAS.

LESSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, 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, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LESSEE, 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 SURFACE PREMISES, 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 SURFACE PREMISES OR ANY OTHER LANDS OF SURFACE OWNER, PROVIDED HOWEVER, LESSEE SHALL NOT BE REQUIRED TO PROVIDE INDEMNIFICATION HEREUNDER TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO AND PROTECT EACH INDEMNIFIED PARTY FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNIFIED PARTY AS A RESULT OF THE FOREGOING.

THE TERMS, PROVISIONS AND REQUIREMENTS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, AND THESE INDEMNIFICATION OBLIGATIONS 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.

23. <u>INSURANCE:</u>

At all times during the term of the Lease each operator of all or any portion of the Leased Premises shall maintain adequate insurance to cover any and all damages arising in connection

with its operations pursuant to the Lease, and Lessee shall in any event maintain insurance meeting the following minimum requirements:

Type of Insurance:	Limits:
General Liability	$1,000,000.00
Automobile Liability	$1,000,000.00
Umbrella Liability	$5,000,000.00
Pollution	$1,000,000.00
Workers' Compensation Insurance	$1,000,000.00

Each such operator shall provide evidence that such required insurance is in full force and effect on or before ten (10) days prior to entry onto the Leased Premises or Surface Premises by furnishing to Surface Owner at the address set forth in Section 1(c) above a Certificate of Insurance, or certified copies of the above required policies.

24. RESTROOM FACILITIES:

Lessee or its contractors shall provide its employees with portable toilet facilities during drilling, completion, reworking, pipeline construction, seismic survey operations and any other similar or related operations.

25. LANDSCAPING AND IRRIGATION:

On or before the last day of the twelfth (12^{th}) month after the Drilling Commencement Date, Lessee shall submit to the City Manager of Surface Owner for his or her approval a detailed written plan, including appropriate plats and/or renderings, for reasonable and appropriate landscaping and irrigation of the Surface Premises in order to minimize the impact of Lessee's operations upon the appearance of the Surface Premises and upon the flow and drainage of water across the Surface Premises. Such landscaping and irrigation plan shall include such reasonable requirements as may be requested by Surface Owner, and the approval of the City Manager of such landscaping and irrigation plan shall not be unreasonably withheld, but shall generally be in compliance with the schematics attached hereto as Exhibit "D". Without limiting the foregoing, the parties hereto acknowledge and agree that (i) such landscaping and irrigation plan shall require the installation of appropriate landscaping and irrigation around the perimeter fence of each multi-well pad located upon the Surface Premises, (ii) the landscaping to be located upon the Surface Premises shall be irrigated with a bubbler and sprinkler irrigation system that provides sufficient water volume and coverage for such landscaping, and (iii) Surface Owner's requirements for the landscaping and irrigation to be installed on the Surface Premises shall not be limited by the requirements of the City of Midland Oil and Gas Ordinance or any other applicable ordinance, law, rule or regulation. All costs of the preparation of the landscaping and irrigation plan and of the installation of such landscaping and irrigation shall be paid by Lessee. Unless otherwise agreed by Surface Owner, Lessee shall be responsible for the installation of all such landscaping and irrigation in accordance with such plan and all such landscaping and irrigation shall be installed by Lessee within six (6) months after the removal of the sound walls required by Section 16(f) of this Agreement. Lessee shall be responsible, at Lessee's sole cost and expense, for maintenance of the landscaping and irrigation during the term of this Agreement.

26. WAIVER; SOVEREIGN IMMUNITY:

No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Surface Owner to enforce any provision of this Agreement shall not be deemed nor shall constitute a waiver of the right of Surface Owner to enforce such provision.

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

27. ENFORCEMENT:

Unless provided otherwise under some other provision of this Agreement, all compensation, damages or other payments due to Surface Owner under the terms of this Agreement shall be paid to Surface Owner within thirty (30) days after the event giving rise to such obligation occurs. In the event Lessee fails to take the actions required under this Agreement, Surface Owner shall notify Lessee and Lessee shall have thirty (30) days to remedy such failure. If Lessee fails to remedy such failure and Surface Owner conducts the required action on behalf of Lessee, Lessee agrees to pay all reasonable costs incurred by Surface Owner related to such required action within thirty (30) days of receipt of an invoice for such action. Any amount not paid within said thirty (30) day period shall bear interest at a rate of eighteen percent (18%) per annum or the highest interest rate allowed by law from its due date until paid.

28. ATTORNEY'S FEES AND EXPENSES:

Should Surface Owner be required to resort to employment of an attorney to enforce this Agreement, or any of its rights under this Agreement, Surface Owner shall be entitled to reimbursement from Lessee for reasonable attorney's fees.

29. SUCCESSORS AND ASSIGNS:

The provisions of this Agreement shall inure to the benefit of and be binding upon Surface Owner and Lessee, their respective heirs, successors, representatives and assigns. Any amendment of this Agreement may be made solely by Surface Owner and Lessee. Lessee shall not have the right to assign any of its rights or obligations under this Agreement except in connection with a permitted assignment of the Lease. Any permitted assignee shall expressly assume all of Lessee's covenants, responsibilities and obligations under this Agreement in writing. No permitted assignment of Lessee's interests in this Agreement shall be effective until Lessee has notified Surface Owner of the assignment and identified the assignee's name, address and contact information. Upon assignment hereof in whole or in part by Lessee, Lessee shall remain fully liable for any breach of an obligation hereunder accruing prior to such assignment. Surface Owner shall be furnished a true and correct copy of any permitted assignment within thirty (30) days after the execution thereof.

30. COVENANTS RUNNING WITH THE LAND:

The covenants and obligations of the parties under this Agreement shall be binding upon and shall run with the land and burden the Lease.

31. MEMORANDUM OF SURFACE USE AGREEMENT:

Surface Owner and Lessee have executed a Memorandum of Surface Use Agreement in the form attached hereto as Exhibit "C", dated of even date herewith, for recording in the records of the County in which the Leased Premises and Surface Premises are situated, to give record notice of this Surface Use Agreement. This Surface Use Agreement shall not be recorded except with the consent of Surface Owner.

32. COUNTERPART EXECUTION:

This Agreement may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

33. APPLICABLE LAW:

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any cause of action for enforcement of this Agreement shall be in Midland County, Texas.

34. RELATED AGREEMENT:

This Agreement is executed in conjunction with the Lease. This Agreement shall be for a term consistent with the Lease. Termination or expiration of the Lease or this Agreement shall not relieve Lessee of any liability, duty or obligation which accrued, attached or arose prior to such termination or expiration, nor shall it preclude Surface Owner from asserting any right to specific performance, damages or any other rights or remedies to which Surface Owner may be entitled.

Upon termination or expiration of this Agreement for any reason, Lessee shall execute and deliver a recordable release of this Agreement to Surface Owner.

35. THIRD-PARTY BENEFICIARIES:

Except as provided in Section 22 with respect to Indemnitees, this Agreement is intended solely for the use and benefit of the parties hereto and shall not constitute or be construed as a contract for the benefit of any third party.

36. NO WARRANTY OF TITLE:

LESSEE REPRESENTS AND WARRANTS THAT IT IS FULLY FAMILIAR WITH THE SURFACE PREMISES AND THEIR CONDITION AND STATE OF REPAIR FROM LESSEE'S OWN INVESTIGATION OF SAME, AND LESSEE ACKNOWLEDGES THAT SURFACE OWNER HAS MADE NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SURFACE PREMISES, THE CONDITION THEREOF, OR THE ABILITY OF LESSEE TO CONDUCT THE OPERATIONS CONTEMPLATED UNDER THIS AGREEMENT AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SURFACE OWNER HEREBY DISCLAIMS, AND LESSEE WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, OR FITNESS OR SUITABILITY FOR LESSEE'S PURPOSE. IN ADDITION, THIS AGREEMENT IS MADE WITHOUT WARRANTY OF TITLE, EXPRESS OR IMPLIED. Without limiting the foregoing, this Agreement is made subject to any and all validly existing rights of way, liens, agreements, instruments, burdens, encumbrances, restrictions and defects in title affecting the Surface Premises evidenced in the records of Midland County, Texas. In addition and without limiting any of the foregoing, Lessee acknowledges and agrees that (i) to its knowledge it has satisfied itself as to all applicable ordinances, laws, rules and regulations of each governmental, municipal and/or regulatory authority having jurisdiction over the Surface Premises, the Leased Premises, this Agreement, the Lease, and Lessee's operations, including, without limitation, all federal laws and all applicable FAA rules, regulations and requirements, and (ii) Surface Owner has made no representations or warranties that the terms, provisions or conditions of this Agreement or the Lease comply with such applicable ordinances, laws, rules or regulations.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF this instrument is executed as of the respective dates of the acknowledgements below but is effective for all purposes as of the date of the Lease.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

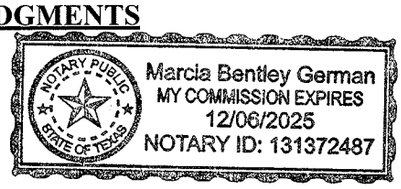
By: _____
Robert Patrick
City Manager

LESSEE:

MIDLAND-PETRO D.C. PARTNERS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS



STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 25th day of April, 2022, by Robert Patrick, City Manager of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

IN WITNESS WHEREOF this instrument is executed as of the respective dates of the acknowledgements below but is effective for all purposes as of the date of the Lease.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick
City Manager

LESSEE:

MIDLAND-PETRO D.C. PARTNERS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

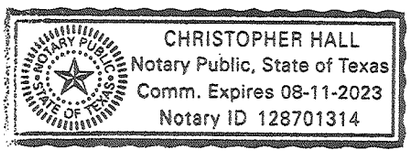
STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of April, 2022, by Robert Patrick, City Manager of the City of Midland, Texas, a municipal corporation, on behalf of said entity.

_____
Notary Public – State of Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 26th day of April, 2022, by J. Wayne Bailey, Attorney-In-Fact of Midland-Petro D.C. Partners, LLC, a Texas limited liability company, on behalf of said company.



Notary Public – State of Texas

EXHIBIT "A"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Description of Surface Premises:

MIDLAND COUNTY, TEXAS

(Section 14)

Being 48.017 acres out of a 65.02 acre tract of land in Section 14, Blk 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Special Warranty Deed from Claydesta Corporation to the City of Midland, on December 20, 1989, in Book 1027, Page 199, Deed Records, Midland County, Texas.

Being 103.069 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, in Book 79, Page 557, Deed Records, Midland County, Texas, Less and Except a 24.27 acre tract of land in the west part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more particularly described by metes and bounds and being even further described in Special Warranty Deed from the City of Midland, Texas to Clajon Production Corporation on April 1, 1981, recorded in Book 705, Page 353, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to

The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)

Being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the following tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less, less and except that portion of a 10.936 acre drainage ditch running in a horizontal direction from the west boundary of the Southwest Quarter (SW/4) to the east boundary of the Southwest Quarter (SW/4) being the west boundary of Garfield Street.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

All of the South 28 acres of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings of Washington F.A. to Midland Junior College District on November 21, 1988, recorded in Book 989, Page 653, Deed Records, Midland County, Texas.

A 20.347 acre tract out of the north part of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings Bank F.A., formerly known as Gibraltar Savings of Washington F.A. to Midland Junior College District on August 2, 1989 recorded in Book 1013, Page 257, Deed Records, Midland County, Texas, less and except a 1.16 acre tract of land at the North part of said tract, and being the same land conveyed in General Warranty Deed from the Midland Community College District to the City of Midland on August 21, 1999 recorded in Book 1696, Page 636, Official Public Records, Midland County, Texas.

EXHIBIT "A-1"

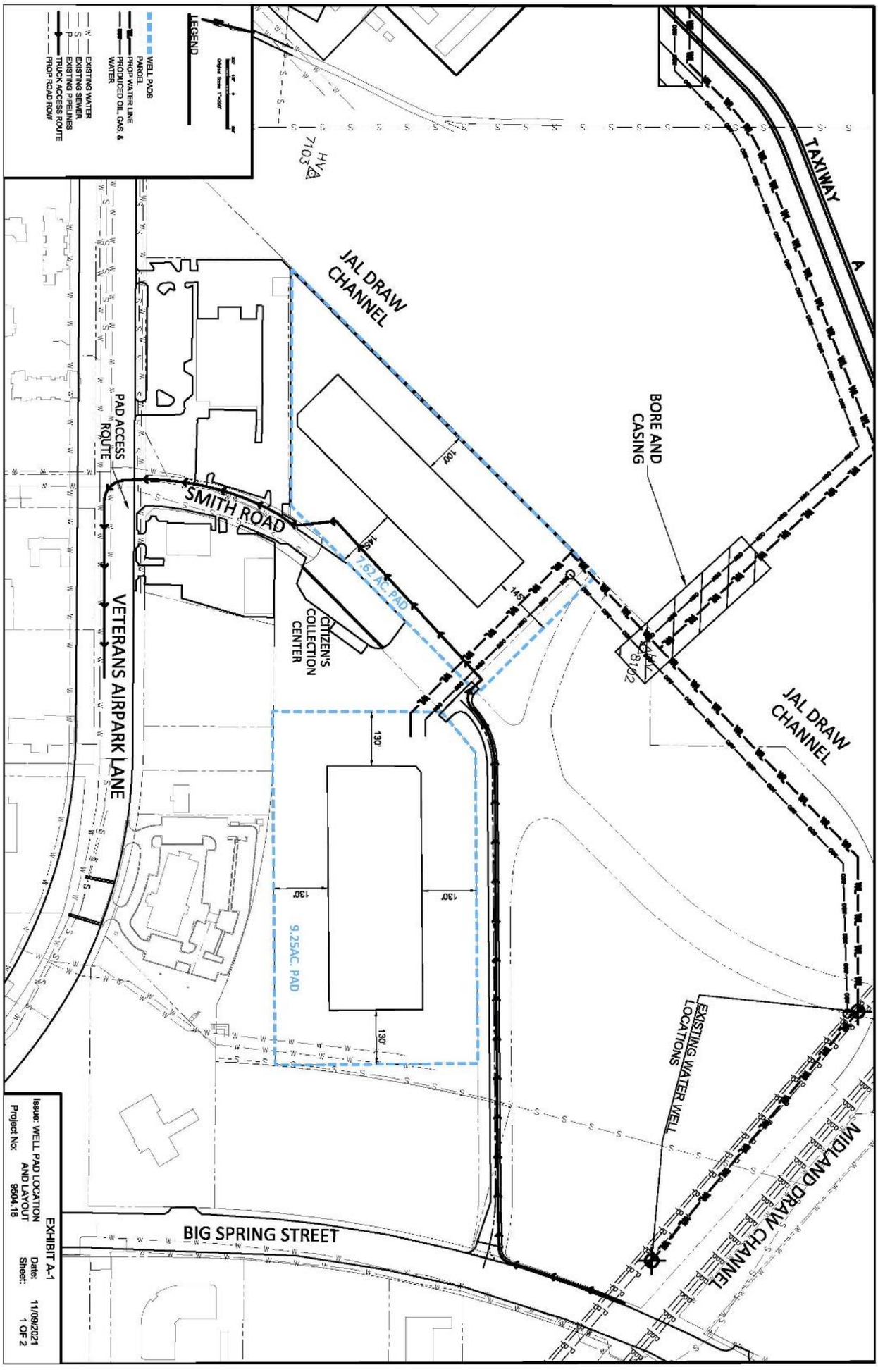

LEGEND
WELL PADS
PARCEL
PROP WATER LINE
PRODUCED OIL, GAS, & WATER
EXISTING WATER
EXISTING SEWER
EXISTING PIPELINES
TRUCK ACCESS ROUTE
PROP ROAD ROW
TAXIWAY A
JAL DRAW CHANNEL
BORE AND CASING
PAD ACCESS ROUTE
SMITH ROAD
7.62 AC. PAD
CITIZEN'S COLLECTION CENTER
VETERANS AIRPARK LANE
9.25AC. PAD
EXISTING WATER WELL LOCATIONS
MIDLAND DRAW CHANNEL
BIG SPRING STREET
EXHIBIT A-1
Issue: WELL PAD LOCATION AND LAYOUT
Project No: 9504.18
Date: 11/09/2021
Sheet: 1 OF 2

EXHIBIT "A-2"

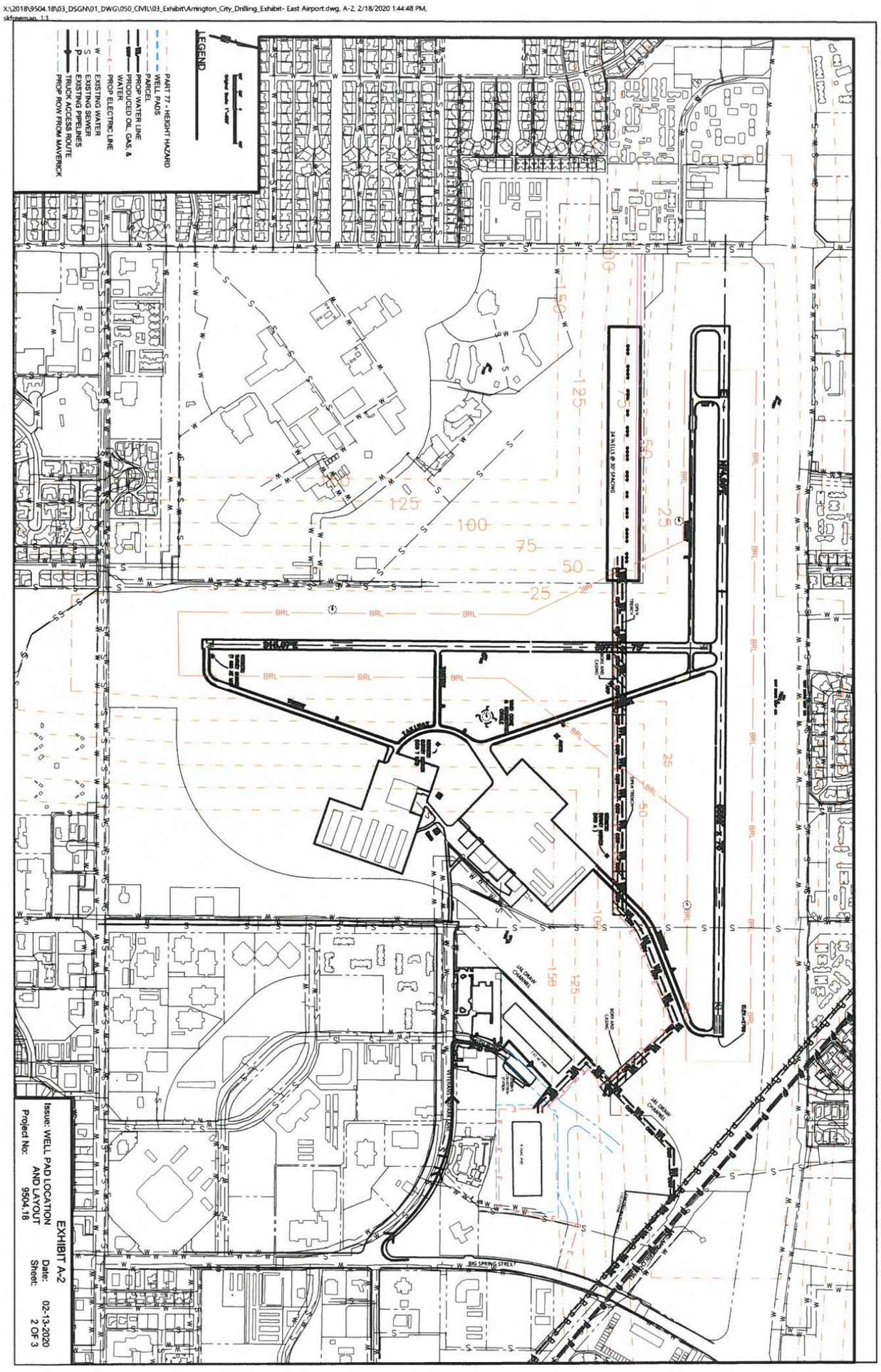
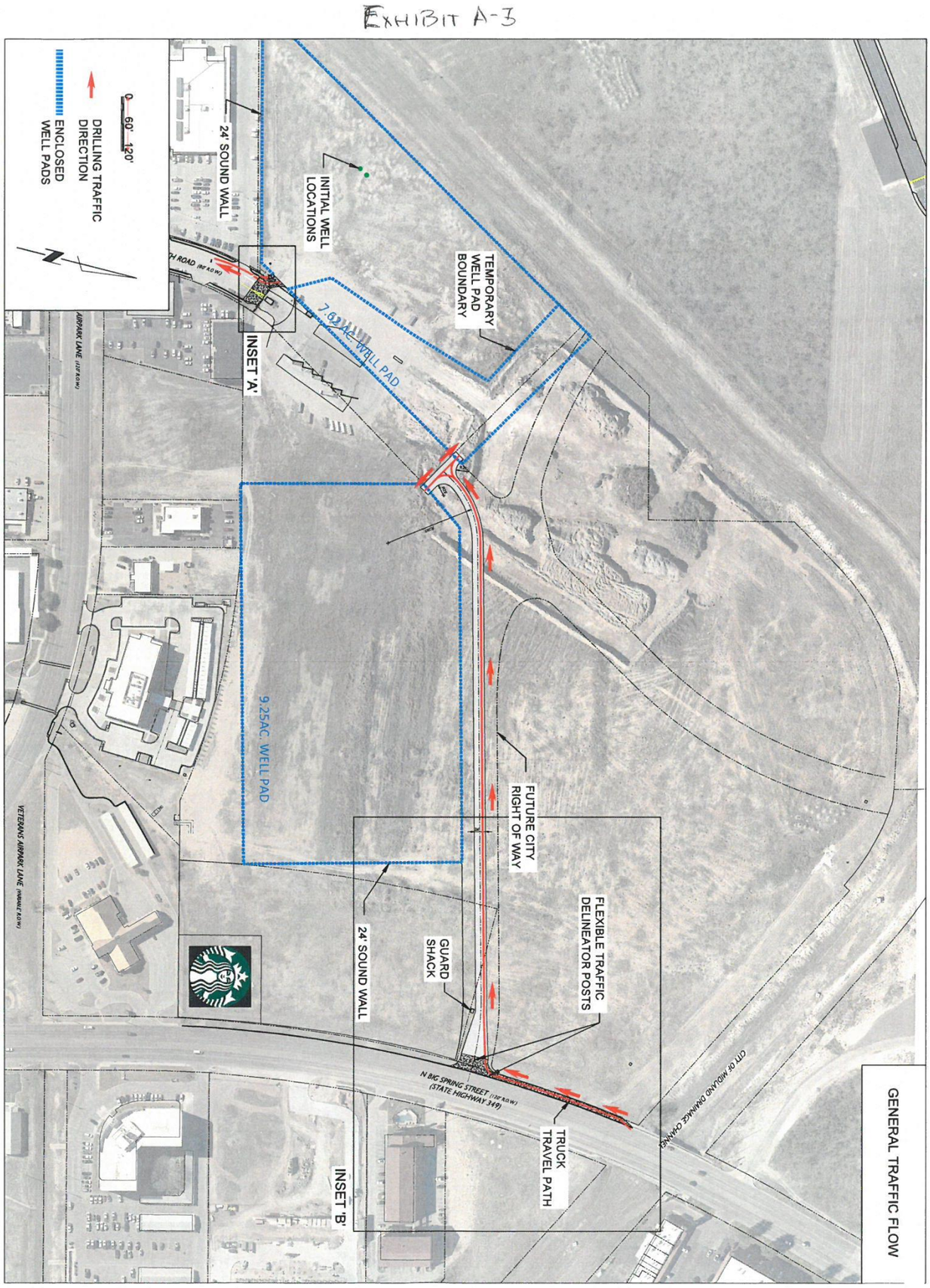
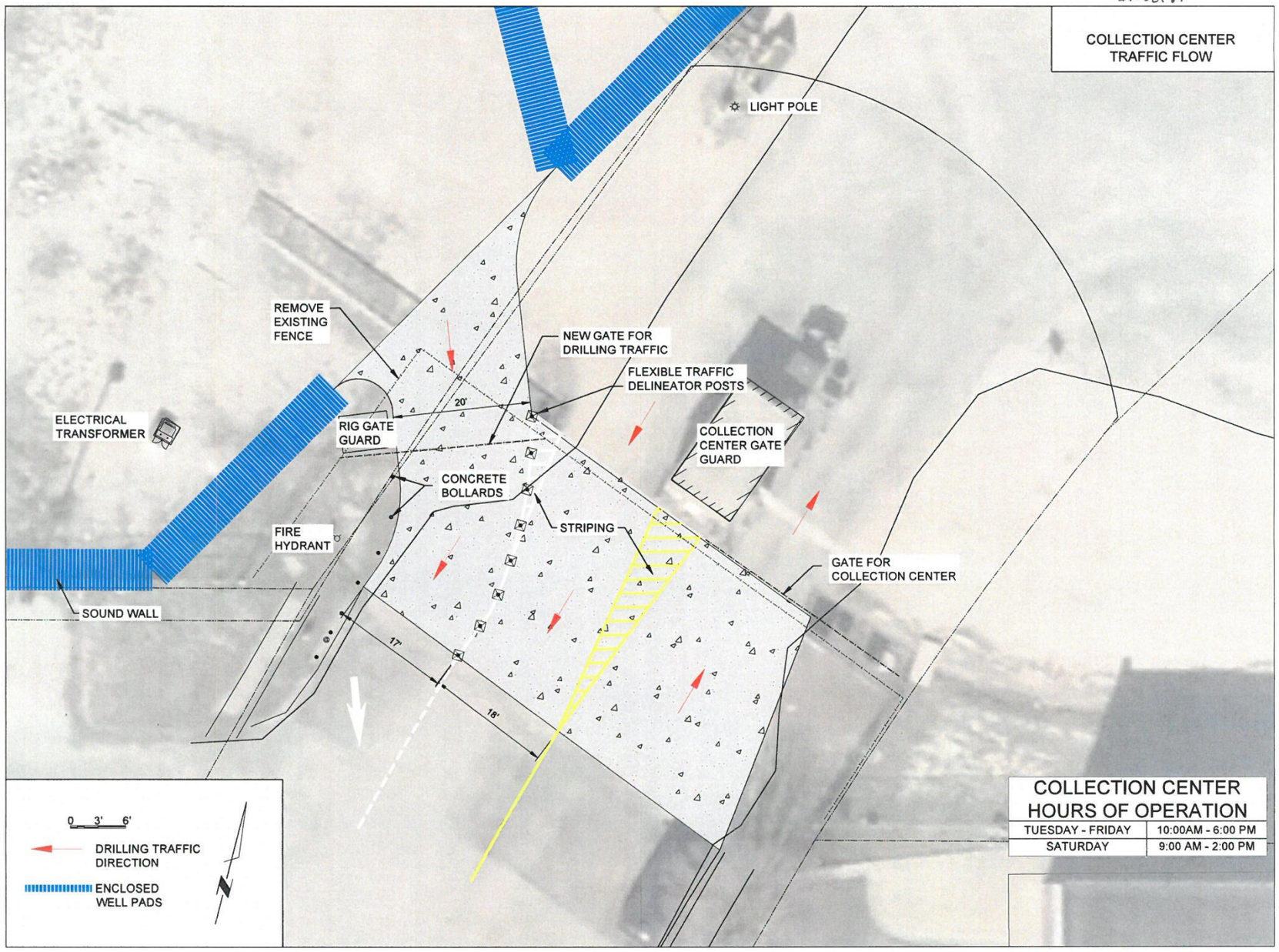

X:\2018\9504.18\03_DSGN\01_DWG\050_CIVIL\03_Exhibit\Arrington_City_Drilling_Exhibit- East Airport.dwg, A-2, 2/18/2020 1:44:48 PM, skfreeman, 1:1
LEGEND
PART 77 - HEIGHT HAZARD
WELL PADS
PARCEL LINE
PROP WATER LINE
PRODUCED OIL, GAS, & WATER
PROP ELECTRIC LINE
EXISTING WATER
EXISTING SEWER
EXISTING PIPELINES
TRUCK ACCESS ROUTE
PROP ROW FROM MAVERICK
EXHIBIT A-2
Project No: 9504.18
Issue: WELL PAD LOCATION AND LAYOUT
Date: 02-13-2020
Sheet: 2 OF 3
BRL
BIG SPRING STREET

EXHIBIT "A-3"


EXHIBIT A-3
DRILLING TRAFFIC DIRECTION
ENCLOSED WELL PADS
0 60' 120'
24' SOUND WALL
INITIAL WELL LOCATIONS
TEMPORARY WELL PAD BOUNDARY
7.02AC. WELL PAD
INSET 'A'
9.25AC. WELL PAD
FUTURE CITY RIGHT OF WAY
FLEXIBLE TRAFFIC DELINEATOR POSTS
GUARD SHACK
24' SOUND WALL
N BIG SPRING STREET (120' R.O.W.) (STATE HIGHWAY 349)
TRUCK TRAVEL PATH
INSET 'B'
CITY OF MIDLAND DRAINAGE CHANNEL
GENERAL TRAFFIC FLOW
AIRPARK LANE (60' R.O.W.)
VETERANS AIRPARK LANE (MARKET R.O.W.)

INSET A


COLLECTION CENTER
TRAFFIC FLOW
LIGHT POLE
REMOVE
EXISTING
FENCE
NEW GATE FOR
DRILLING TRAFFIC
FLEXIBLE TRAFFIC
DELINEATOR POSTS
20'
ELECTRICAL
TRANSFORMER
RIG GATE
GUARD
COLLECTION
CENTER GATE
GUARD
CONCRETE
BOLLARDS
STRIPING
FIRE
HYDRANT
GATE FOR
COLLECTION CENTER
SOUND WALL
17'
18'
0 3' 6'
DRILLING TRAFFIC
DIRECTION
ENCLOSED
WELL PADS
COLLECTION CENTER
HOURS OF OPERATION
TUESDAY - FRIDAY
10:00AM - 6:00 PM
SATURDAY
9:00 AM - 2:00 PM

BIG SPRING ENTRANCE
N BIG SPRING STREET (120' R.O.W.)
(STATE HIGHWAY 349)
FLEXIBLE TRAFFIC DELINEATOR POSTS
NO ENTRY OR EXIT
PLACEMENT OF CURB RETURNS FOR FUTURE ROAD
GUARD SHACK
ONE WAY TRAFFIC
FUTURE CITY RIGHT OF WAY
SOUND WALL
0 20' 40'
DRILLING TRAFFIC DIRECTION
ENCLOSED WELL PADS

INSET B

EXHIBIT "B"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Lease and Leased Premises

Oil and Gas Lease dated effective as of April 21, 2022, between the City of Midland, Texas, as lessor, and Midland-Petro D.C. Partners, LLC, as lessee, covering the following lands located in Midland County, Texas:

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of

Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and husband, Terrell Miles, the only

heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the "A" Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, "A" Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E.

Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from

MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana Avenue and North Lamesa Road **(**700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

EXHIBIT "C"

Attached to that certain Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

MEMORANDUM OF SURFACE USE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This Memorandum of Surface Use Agreement (this "Memorandum") is made and entered into this _____ day of _____, 2022, by and between the CITY OF MIDLAND, TEXAS, whose address is 300 N. Loraine, Midland, Texas, 79701, Attention: Right of Way Manager (herein "Surface Owner") and MIDLAND PETRO D.C. PARTNERS, LLC, whose address is 500 W. Wall, Suite 300, Midland, Texas 79701 (herein "Lessee"), covering the lands located in Midland County, Texas, more particularly described on Exhibit "A" attached hereto (herein the "Surface Premises").

WITNESSETH:

Reference is made to that certain oil and gas lease described on Exhibit "B" attached hereto (the "Lease") covering the lands described on Exhibit "B" (the "Leased Premises"). Surface Owner and Lessee have entered into that certain Surface Use Agreement dated _____ ___, 2022 (the "Surface Use Agreement") which provides for protection of the surface estate and water resources of the Leased Premises and Surface Premises in connection with oil and gas exploration, development and production under the Lease.

Surface Owner and Lessee are executing this Memorandum for the purpose of placing the same of record in Midland County, Texas, and in order to constitute constructive notice to all third parties dealing with Surface Owner and/or Lessee of the existence of the Surface Use Agreement and of the rights and obligations contained therein. Surface Owner and Lessee give notice that the Surface Use Agreement may be amended or supplemented from time to time in the future and any inquiry as to the contents thereof should also include an inquiry as to the contents of any and all such amendments and supplements.

This Memorandum shall be binding upon both parties signing a counterpart of this Memorandum, whether or not both parties sign the same counterpart hereof. To facilitate recordation, one or more executed counterparts of this Memorandum may be assembled into one document for recording purposes and a single counterpart containing additional signature and acknowledgment pages from the other counterparts may be executed and recorded.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, this Memorandum is executed as of the dates of the acknowledgments of the respective parties, but effective as of _____ ___, 2022.

SURFACE OWNER:

CITY OF MIDLAND, TEXAS

By: [DO NOT EXECUTE – EXHIBIT ONLY]
Name: _____
Title: _____

LESSEE:

MIDLAND-PETRO D.C. PARTNERS, LLC

By: [DO NOT EXECUTE – EXHIBIT ONLY]
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2022, by _____, _____ of the City of Midland, Texas, a municipal corporation, on behalf of saidentity.

[DO NOT EXECUTE – EXHIBIT ONLY]
Notary Public – State of Texas

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this _____ day of _____, 2022, by _____, _____ of Midland-Petro D.C. Partners, LLC, a Texas limited liability company, on behalf of said company.

[DO NOT EXECUTE – EXHIBIT ONLY]
Notary Public – State of Texas

EXHIBIT "A"

Attached to that certain Memorandum of Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Description of Surface Premises:

MIDLAND COUNTY, TEXAS

(Section 14)

Being 48.017 acres out of a 65.02 acre tract of land in Section 14, Blk 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Special Warranty Deed from Claydesta Corporation to the City of Midland, on December 20, 1989, in Book 1027, Page 199, Deed Records, Midland County, Texas.

Being 103.069 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, in Book 79, Page 557, Deed Records, Midland County, Texas, Less and Except a 24.27 acre tract of land in the west part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more particularly described by metes and bounds and being even further described in Special Warranty Deed from the City of Midland, Texas to Clajon Production Corporation on April 1, 1981, recorded in Book 705, Page 353, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)

Being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the following tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less, less and except that portion of a 10.936 acre drainage ditch running in a horizontal direction from the west boundary of the Southwest Quarter (SW/4) to the east boundary of the Southwest Quarter (SW/4) being the west boundary of Garfield Street.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

All of the South 28 acres of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings of Washington F.A. to Midland Junior College District on November 21, 1988, recorded in Book 989, Page 653, Deed Records, Midland County, Texas.

A 20.347 acre tract out of the north part of a 48.347 acre tract located in Section 15, Block 39, Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more fully described in Warranty Deed from Gibraltar Savings Bank F.A., formerly known as Gibraltar Savings of Washington F.A. to Midland Junior College District on August 2, 1989 recorded in Book 1013, Page 257, Deed Records, Midland County, Texas, less and except a 1.16 acre tract of land at the North part of said tract, and being the same land conveyed in General Warranty Deed from the Midland Community College District to the City of Midland on August 21, 1999 recorded in Book 1696, Page 636, Official Public Records, Midland County, Texas.

EXHIBIT "B"

Attached to that certain Memorandum of Surface Use Agreement
between the City of Midland, Texas, as "Surface Owner"
and
Midland-Petro D.C. Partners, LLC, as "Lessee"

Lease and Leased Premises

Oil and Gas Lease dated effective as of _____ ___, 20__, between the City of Midland, Texas, as lessor, and Midland-Petro D.C. Partners, LLC, as lessee, covering the following lands located in Midland County, Texas:

(Section 14)
Being 103.799 acres of land, more or less, out of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in the following instruments:

1. Being 2.25 acres of land out of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on August 28, 1942, in Book 73, Page 136, Deed Records, Midland County, Texas.

2. The West 80 acres of the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Mrs. Velma Haag, Individually and as Executrix of the Estate of B. Frank Haag, Deceased, Addilese Haag Thomas and Conn C. Thomas, wife and husband, and Merwin Haag and Willie Merle Haag, husband and wife, to The City of Midland on June 8, 1944, In Book 79, Page 557, Deed Records, Midland County, Texas.

3. Tract 1: Being 0.44 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Tract 2: Being 0.486 acres of land, more or less, out of the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

Both tracts of land being further described by metes and bounds in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 21, 1961, in Book 359, Page 397, Deed Records, Midland County, Texas.

4. Being 10.753 acres of land, more or less, in the North part of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 359, Page 399, Deed Records, Midland County, Texas.

5. Being 0.73 acres of land, more or less, in the Southeast (SE) corner of the West 200 acres of the North half (N/2) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Deed from R.J. Stone, Jack L. Coke, Otis Phillips, Jr., and Arthur Hamilton to The City of Midland on March 24, 1961, in Book 360, Page 431, Deed Records, Midland County, Texas.

6. Being 9.14 acres of land, more or less, in the Northwest Quarter (NW/4) of Section Fourteen (14), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being further described in Warranty Deed from Jack L. Coke, Arthur Hamilton, and Ruth Suehs Phillips, Individually and as Independent Executrix of the Estate of Otis Phillips, Jr., Deceased, to The City of Midland on June 16, 1978, in Book 642, Page 189, Deed Records, Midland County, Texas.

(Section 15)
Being 492.0873 net mineral acres of land, more or less, out of a 640 acre Section being Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Section and the following conveyed tracts of land:

LESS AND EXCEPT:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being 40 acres of land, more or less.

A 45.4927 acre tract of land out of a 45.99 acre tract known as the Midland Airpark Addition in the SE part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being more fully described by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 300, Official Records of Midland County, Texas and by Warranty Deed from the City of Midland to Robert B. Holt filed on February 19, 2004, in Book 2311, Page 304, Official Records of Midland County, Texas.

A 53.26 acre tract of land in the NW part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by General Warranty Deed from the City of Midland to Midland Community College District filed on July 26, 1999, in Book 1696, Page 639, Official Records, Midland County, Texas.

A 3.28 acre tract of land now known as Myatt Addition, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Deed from the City of Midland to Max V. Myatt filed on December 17, 1968, in Book 509, Page 546, Deed Records, Midland County, Texas.

A 5.88 acre tract of land now known as the Chandelle Condominiums, in the Southwest (SW) corner of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being more fully described by Warranty Deed from the City of Midland to W.M. Hickey filed on October 18, 1966, in Book 474, Page 3, Deed Records, Midland County, Texas.

37.460 acres of land, more or less, being the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, Less and Except a 2.54 acre tract which was conveyed by Warranty Deed from the City of Midland to Hillander School filed on August 26, 1965, in Book 453, Page 163, Deed Records, Midland County, Texas, and being subject to a one-half (1/2) mineral reservation by A.J. Anderson and Lucille Anderson, husband and wife, to Sam Lundie by Warranty Deed filed on May 11, 1929, in Book 44, Page 430, Deed Records, Midland County, Texas.

43.9927 acres of land, more or less, being in Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being further described in the two following tracts:
Tract 1.
Being all of Lot 1, Block 1, Midland Airpark, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 188, Plat Records of Midland County, Texas.
SAVE AND EXCEPT a 1.5 acre tract of land being described by metes and bounds.
Tract 2.
A tract of land located in the Southwest part of Section Fifteen (15), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of the area shown as a drainage right-of-way on a plat named Midland Airpark as recorded in Cabinet F, Page 188 of the Midland County Plat Records less a SAVE AND EXCEPT tract being a 0.4973 acre tract described by metes and bounds.
Both tracts being more fully described by metes and bounds in Mineral Deed dated January 15, 2013 from Andrea Holt Catania and Holly Holt Williamson, Co-Independent Executrixes for the Estate of Robert B. Holt, Deceased, to the City of Midland as Document Number 2013-1544, Official Records, Midland County, Texas, whereas the City of Midland received 60% of the minerals and all of the Executive Rights of said land.

(Section 22)
0.518 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being all of Lots 8 and 9, Block 1, of the Berkshire Place Addition to the City of Midland, Midland County, Texas, as shown by the official map of plat thereof of record in the office of the County Clerk of Midland County, Texas and being more particularly described in that certain Warranty Deed dated March 10, 1958 from William D. Hays, Jr., Individually and as general partner in Hays Construction Company, a co-partnership, to the City of Midland, Texas and recorded at Volume 304, Page 27, Deed Records, Midland County, Texas.

0.761 acres of land, more or less, being a part of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a portion of Avalon Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 100, Page 545, Deed Records, and being more particularly described in the two following Warranty Deeds:

1. Being 0.254 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated July 18, 1954 from Ben H. Greenberg and wife, Dora Greenberg to the City of Midland, Texas and recorded at Volume 216, Page 413, Deed Records, Midland County, Texas.

2. Being 0.504 acres of land, more or less, out of Avalon Addition, an addition to the City of Midland, Texas, described by metes and bounds, and being more fully described in Warranty Deed dated June 17, 1998 from C.R. Bailey, joined herein by his wife, Virginia H. Bailey to the City of Midland, Texas and recorded in Volume 1571, Page 367, Deed Records, Midland County, Texas.

98.901 acre tract of land in the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being more particularly in the two following Warranty Deeds:

1. Being 80 acres of land being the N/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds, and being conveyed from William P. Bodine, now a single person, and J.A. Bodine and wife, Oza Bodine, Laverne Murchison (nee Bodine) and husband, Gaines Murchison, and patsy Gene Miles (nee Bodine) and husband, Terrell Miles, the only heirs of Margie Ann Bodine, to the City of Midland dated November 13, 1942, and recorded in Volume 73, Page 351, Deed Records, Midland County, Texas; and

2. Being 18.901 Acres, known as the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds, and being conveyed from O.M. Tyner and wife, Bessie Tyner to the City of Midland dated December 14, 1942, and recorded in Volume 73, Page 361, Deed Records, Midland County, Texas.

Save and Except the following conveyed tracts of land:

SAVE AND EXCEPT:
5 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, more particularly described by metes and bounds in that Special Warranty Deed dated November 23, 1964 from the City of Midland, Texas, a Home Rule Municipal Corporation to the Midland Council for Retarded Children, Inc., recorded at Volume 441, Page 326 of the Deed Records of Midland County, Texas. Also, known as Lot 1, Block 4 of the "A" Street Community Center, Section 4, an Addition to the City of Midland, Midland County, Texas, according to map or plat or map thereof of record in Cabinet B, Page 359, Plat Records, Midland County, Texas

5.158 acres of land, more or less, out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in that Special Warranty Deed dated June 24, 1965 from The City of Midland, Texas, a Home Rule Municipal Corporation, to Oaklawn Park Baptist Church, Inc., recorded in Volume 450, Page 279 of the Deed Records of Midland County, Texas. Also known as Lot 2, Block 1, "A" Street Community Center, Section 5, an Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 396, Plat Records, Midland County, Texas.

3.86 acre tract of land out of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, described by metes and bounds and being more particularly described in Special Warranty Deed dated July 7, 1971 from the City of Midland, a municipal corporation, to City of Midland Swim Team, Inc. recorded in Volume 551, Page 32, Deed Records, Midland County, Texas. Also known as Lot 3, Block 6, "A" Street Community Center Section 9 according to the map or plat thereof of record in Cabinet I, Page 171, Plat Records, Midland County, Texas.

0.282 acres of land, more or less, being the North 75 feet of Lot 2, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

0.617 acres of land, more or less, being Lot 5, Block 3, "A" Street Community Center, Section 3, an Addition to the City to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet B, Page 352, Plat Records, Midland County, Texas, and being more particularly described in Warranty Deed dated July 11, 2002 from Milagros de Gloria, Inc., Midland, Texas to Midland Young Life Building Foundation, Inc., Midland, Texas and recorded at Volume 2017, Page 818 of the Official Records of Midland County, Texas.

Being 83.984 net mineral acres out of the 98.901 acre tract of land out of the N/2 of the NE/4 and the North part of the S/2 of the NE/4 of Section Twenty-two (22), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas.

(Section 23)
5.124 acres, more or less, being all of Blocks 1, 2, and 3, of a subdivision of Tracts 31, 32, and 33, Morningside Addition, an addition to the City of Midland, Midland County, Texas, as per plat thereof of record in Volume 180, Page 124, Deed Records, Midland County, Texas, and being more particularly described in Warranty Deed dated April 4, 1955 from W.R. Upham and wife, Lucille A. Upham and H.C. Avery, Jr. and wife, Edith Avery to the City of Midland, Texas recorded in Volume 228, Page 420, Deed Records, Midland County, Texas and Ordinance dated April 26, 1955 petitioned by the Midland Independent School District to the City Council of the City of Midland, which it was ordained to vacate, abandon, and close certain streets, being described in Volume 230, Page 5, Deed Records, Midland County, Texas.

5.33 acre Park Site out of a 10 acre tract situated in the SE corner of W/2 of NW/4, Section Twenty-three (23), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, being described by metes and bounds and being more particularly described in Warranty Deed dated March 24, 1958 from Paul McHargue to the City of Midland, a municipal corporation, of the County of Midland, Texas recorded in Volume 288, Page 84, Deed Records, Midland County, Texas.

(Section 26)
0.138 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as all of Lot 24 except the West 4 feet thereof, in Block 2 of Russell & High Addition, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Volume 103, Page 473 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated November 6, 1995, from Carl E. Schuder and wife, Mary K. Schuder to the City of Midland, and recorded at Volume 1341, Page 753, Deed Records, Midland County, Texas.

0.75 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Lots 3 and 4, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas. and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from Faustino Quiroz and spouse, Mary Frances Quiroz to the City of Midland, Midland County, Texas and recorded at Volume 1525, Page 8, Deed Records, Midland County, Texas.

0.545 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber-Cole Extension, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet C, Page 82, Plat Records, Midland County, Texas., and being more particularly described in that certain General Warranty Deed dated January 9, 1998, from A.T. Mendoza to the City of Midland, recorded in Volume 1525, Page 14, Deed Records, Midland County, Texas.

1.468 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Ida Jo Moore Park, in Ridglea Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume 130, Page 237, Deed Records, No conveyance could be found of record conveying an interest to the City of Midland.

0.239 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as Block 12, Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.066 acres of land, more or less, being a part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas, and being known as a small triangle of land located in Highland Addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded at Volume B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed dated May 3, 1949 from Armintie Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W.T. Brown; Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, Midland County, Texas and recorded at Volume 110, Page 94, Deed Records, Midland County, Texas.

0.377 acres of land, more or less, being part of Section Twenty-six (26), Block Thirty-nine (39), Township 1 South, T & P Ry. Co. Survey, Midland County, Texas and being known as Lots 1, 2, 3, and the East 14 Feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed dated June 11, 1940, from B.G. Grafa and wife, Mable Grafa to the City of Midland, recorded in Volume 66, Page 352, Deed Records, Midland County, Texas.

0.805 acres of land, more or less, being Lots 7-11, Block 1, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas, and being more particularly described in that certain Warranty Deed dated August 18, 1988 executed by Georgina G. Figueroa to the City of Midland, recorded in Volume 979, Page 115 of the Deed Records of Midland County, Texas.

0.161 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas, and being known as Lot Twelve (12), Block One (1), Original Town, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 3, Pages 232 and 233, Deed Records, Midland County, Texas, and being more particularly described in that certain Deed, dated November 15, 1988, from Vincenta Rodriguez, joined by husband, Ruben P. Rodriguez to City of Midland, recorded at Document Number 986-309, Deed Records, Midland County, Texas.

N 100' of NW/4, Block 2, Original Town of Midland, an addition to the City of Midland, Midland County, Texas, located partly in Section 26 and Section 35, Block 39, T-1-S, T&P Rwy. Co. Survey, Midland County, Texas, as per map or plat thereof recorded in Volume 47, Page 526 of the Deed Records of Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the East One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Special Warranty Deed dated February 8th, 1989 Prudential Insurance Company of America to the City of Midland, recorded at Volume 994 Page 524, Official Public Records, Midland County, Texas.

0.964 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as the West One-Half of Block 28, Homestead, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 1, Page 242, Deed Records, and being more particularly described in that certain Warranty Deed dated December 19th, 1991 from MWJ Producing Company to the City of Midland, recorded at Volume 1106 Page 199, Official Public Records, Midland County, Texas.

0.37699 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lots 1, 2, and 3, and the East 14 feet of Lot 4, Block 5, Elmwood, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 59, Page 133, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated December 19th, 1991 from B. G. Grafa and wife, Mable C. Grafa to the City of Midland, recorded at Volume 66 Page 352, Official Public Records, Midland County, Texas.

0.13799 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 24 Except the West 4 feet, Block 2, Resurvey of Russell & High Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 103, Page 1473, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated November 6th, 1995 from Carle E. Schuder and wife, Mary K. Schuder to the City of Midland, recorded at Volume 1341 Page 753, Official Public Records, Midland County, Texas.

0.5449 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 21st, 1998 from A. T. Mendoza to the City of Midland, recorded at Volume 1525 Page 14, Official Public Records, Midland County, Texas

0.75 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 3 and 4, Block 1, Barber Cole Extension, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet C, Page 82, Deed Records, and being more particularly described in that certain General Warranty Deed Agreement dated January 9th, 1998 from Faustino Quiroz and spouse, Mary Frances to the City of Midland, recorded at Volume 1525 Page 8, Official Public Records, Midland County, Texas

0.24299 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998 from the City of Midland to the City of Midland, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.5 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Lot 2, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 694, Page 579, Deed Records, and being more particularly described in that certain Special Warranty Deed Agreement dated January 9th, 1998, recorded at Volume 694 Page 579, Official Public Records, Midland County, Texas.

0.04 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 0.04 acres out of the resurvey of Block 1, Richardson Abilene, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Volume 64, Page 125, Deed Records, and being more particularly described in that certain Warranty Deed Agreement dated July 7th, 1945 from Henry Butler and wife, Margaret Butler to the City of Midland, recorded at Volume 86 Page 39, Official Public Records, Midland County, Texas

0.11 acres of land, more or less, being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Block 12, Highland Addition, an addition to the City of Midland, Midland County, Texas according to the plat thereof recorded in Cabinet B, Page 69, Plat Records, and being more particularly described in that certain Warranty Deed Agreement dated May 3rd, 1949 from Aminite Estes, a widow; Aldredge Estes, individually and as attorney in fact for Thelma Estes Brown and husband, W. T. Brown, Iris Estes Jeffrey and husband Red D. Jeffrey and Ola Dublin Haynes, a widow to the City of Midland, recorded at Volume 110 Page 94, Official Public Records, Midland County, Texas.

0.155 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Tract 12, Block 1 and 2, W W Harris Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Volume 100, Page 602, Plat Records, Midland County, Texas.

1.46 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as Riglea Park, Riglea (aka Ida Jo Moore Park) Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet A, Page 74, Plat Records, Midland County, Texas.

0.066 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being known as 87 feet x 35 feet x 80 feet, South Triangle of Block 8, Highland Addition, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 69, Plat Records, Midland County, Texas.

0.0929 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a triangle shaped median or strip of land at the intersection East Louisiana

Avenue and North Lamesa Road **(**700 North Mineola Street, Midland, Texas; Property ID R25919), Midland County, Texas.

0.021 acres of land being part of Section 26, Block 39, Township 1 South, Texas and Pacific Railroad Company Survey, Midland County, Texas and being a portion of the Southeast corner of Lot 6, Block 28, Cowden, an addition to the City of Midland, Midland County, Texas per the plat thereof recorded in Cabinet B, Page 22, Plat Records, Midland County, Texas.

W/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

E/2 Block 28, Homestead Addition, an addition to the City of Midland, as per plat of record in Volume 1, Page 242, Deed Records, Midland County, Texas.

Lot 2, except 0.035 acres thereof described in Document #2018-3235 from City of Midland to Mark L. Branum, dated 10/12/2018, Block 15, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

Lot 4, Block 18, Elmwood Addition Section 2, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof of record in Cabinet D, Page 17, Plat Records, Midland County, Texas.

EXHIBIT "D"

Landscaping Schematics and Permanent Fence Schematics







WTNB
WEST TEXAS NATIONAL BANK
EXPERTISE
FINANCIAL | ENERGY | LOCAL

DATE: December 19, 2019

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 9480008

ISSUING BANK:
WEST TEXAS NATIONAL BANK
6 DESTA DRIVE, SUITE 2400
MIDLAND, TX 79705
PHONE: 432-685-6500

BENEFICIARY:
CITY OF MIDLAND, TX
ATTN: RON JENKINS
300 N. LORAINE ST, SUITE 320
MIDLAND, TX 79701

APPLICANT:
PERMIAN DEEP ROCK OIL COMPANY, LLC
500 WEST WALL STREET, SUITE 300
MIDLAND, TX 79701

AMOUNT: USD 75,000.00 (SEVENTY FIVE THOUSAND AND 00/100 UNITED STATES DOLLARS)

EXPIRY DATE: December 31, 2022

EXPIRY PLACE: MIDLAND, TX

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR, FOR THE APPLICANT, FOR A SUM NOT EXCEEDING THE TOTAL AMOUNT STATED ABOVE, AVAILABLE WITH WEST TEXAS NATIONAL BANK, BY PRESENTATION OF THE FOLLOWING:

1. THIS ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS THERETO.
2. SIGHT DRAFT, DRAWN ON WEST TEXAS NATIONAL BANK, AND REFERENCING THIS LETTER OF CREDIT NUMBER.
3. BENEFICIARY'S SIGNED STATEMENT STATE ONE OF THE FOLLOWING:
    A. "THE UNDERSIGNED HEREBY CERTIFIES A VIOLATION HAS OCCURRED UNDER DRILLING ORDINANCE NO.8789, SECTION J-PERMIT APPLICATION AND FILING FEE, ITEM 31 ROAD REPAIR AGREEMENT BETWEEN PERMIAN DEEP ROCK OIL COMPANY, LLC AND THE CITY OF MIDLAND RELATED TO THE NORTHWEST QUARTER (NW/4) OF SECTION 14, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS AND HAS NOT BEEN REMEDIED BY PERMIAN DEEP ROCK OIL COMPANY, LLC AND THE AMOUNT DRAWN HEREUNDER REPRESENTS FUNDS DUE AND PAYABLE."

WTNB
WEST TEXAS NATIONAL BANK
EXPERTISE
FINANCIAL | ENERGY | LOCAL

B. "THE CITY OF MIDLAND, TX HAS NOT BEEN PROVIDED WITH AN AMENDMENT EXTENDING CURRENT EXPIRATION DATE OR PROVIDED WITH AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT AT LEAST 120 DAYS BEFORE THE SCHEDULED EXPIRATION DATE."

PARTIAL DRAWINGS/MULTIPLE PRESENTATIONS PERMITTED.

IN THE EVENT YOU WISH TO CANCEL THIS LETTER OF CREDIT, THIS ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS HERETO MUST BE SUBMITTED TO WEST TEXAS NATIONAL BANK, 6 DESTA DRIVE, SUITE 2400, ATTN: LOAN OPERATIONS, MIDLAND, TX 79705, ACCOMPANIED BY YOUR LETTER NOTIFYING US OF YOUR INTENT TO CANCEL.

ALL DOCUMENTS ARE TO BE FORWARDED IN ONE LOT AT THE BENEFICIARY'S EXPENSE BY COURIER TO WEST TEXAS NATIONAL BANK AT THE ADDRESS EVIDENCED ABOVE.

WE ENGAGE WITH YOU THAT ANY PRESENTATION DRAWN IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED WHEN PRESENTED AT THIS OFFICE ON OR BEFORE THE CLOSE OF BUSINESS ON THE EXPIRY DATE, AS SET FORTH ABOVE.

EXCEPT AS FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS STANDBY IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590, AND AS TO MATTERS NOT ADDRESSED BY THE ISP98, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE U.S. FEDERAL LAW.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. GOVERNMENT HAS IN PLACE CERTAIN SANCTIONS AGAINST CERTAIN COUNTRIES, INDIVIDUALS, ENTITIES, AND VESSELS. WEST TEXAS NATIONAL BANK, INCLUDING ALL BRANCHES, IS/WILL BE PROHIBITED FROM ENGAGING IN TRANSACTIONS OR OTHER ACTIVITIES WITHIN THE SCOPE OF APPLICABLE SANCTIONS.

x _____

FRANK STOWERS, SENIOR VICE PRESIDENT
WEST TEXAS NATIONAL BANK

PDR - Well Name	API	LAT	LONG
Chaparral 120 MIPA Unit H120LS	42-329-48287	32.035428	-102.104053
Chaparral 120 MIPA Unit H120MS	42-329-48286	32.035321	-102.104019
Chaparral 120 MIPA Unit H120UH	42-329-48285	32.035693	-102.104136
Chaparral 120 MIPA Unit H120WB	42-329-48284	32.035587	-102.104103
Chaparral H125WA	42-329-48292	32.035905	-102.104203
Chaparral H130LS	42-329-48290	32.035534	-102.104086
Chaparral H130SS	42-329-48291	32.035481	-102.104069
Chaparral H130UH	42-329-48289	32.038999	-102.104600
Chaparral H130WB	42-329-48288	32.035640	-102.104119
Chaparral H135WA	42-329-48297	32.035374	-102.104036
Chaparral H140LS	42-329-48295	32.035674	-102.104965
Chaparral H140MS	42-329-48296	32.035621	-102.104949
Chaparral H140UH	42-329-48294	32.035268	-102.104002
Chaparral H140WB	42-329-48293	32.035727	-102.104982
Chaparral H145WA	42-329-48302	32.035568	-102.106653
Chaparral H150LS	42-329-48300	32.035355	-102.104865
Chaparral H150SS	42-329-48301	32.035302	-102.104848
Chaparral H150UH	42-329-48299	32.035462	-102.104899
Chaparral H150WB	42-329-48298	32.035409	-102.104882
Chaparral H105WA	42-329-48327	32.035602	-102.105778

Road Repair Agreement

Permian Deep Rock Oil Company, LLC ("Operator"), intends to use portions of Garfield Street to access its oil and gas lease. Operator agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and no/hundred dollars ($75,000.00) per calendar year for damage done to Garfield Street 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 Garfield Street 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 not to exceed a total of $75,000.00 per calendar year for all wells it operates within the city limits in Section 15, Block 39, 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 $75,000.00 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 $75,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the Oil and Gas Well Permit shall be suspended on such date and the Operator's right to operate under Oil and Gas Well Permit shall immediately cease until the Operator files the required letter of credit, or certificate of deposit or surety bond.

Operator and the City of Midland agree that documentation of any road damage determined to be caused by Operator's use of Garfield Street to access any of the wells 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 cred it, certificate of deposit or surety bond as outlined in Subsection (K) General Conditions of all Oil and gas Well Permits, in order to remedy such situation under ordinance 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.

In addition to the obligations set forth above, Operator shall pay to the City of Midland the sum of $250,000.00 prior to Operator commencing its use of Garfield Street to access its oil and gas lease. The City of Midland shall use said sum solely for the purpose of repaving or reconstructing the portion of Garfield Street that is between Loop 250 and the location from which Operator accesses its oil and gas lease, which is an approximate length of 850 feet; provided, however, that the City of Midland shall have no obligation to commence or complete

such repaving or reconstruction by any certain date. All decisions regarding the means and manner of such repaving or reconstructing, including the selection of the treatment, shall be in the sole discretion of the City of Midland.

AGREED TO AND ACCEPTED BY THE FOLLOWING PARTIES:

PERMIAN DEEP ROCK OIL COMPANY, LLC

Date: 4-30-26

By: _____

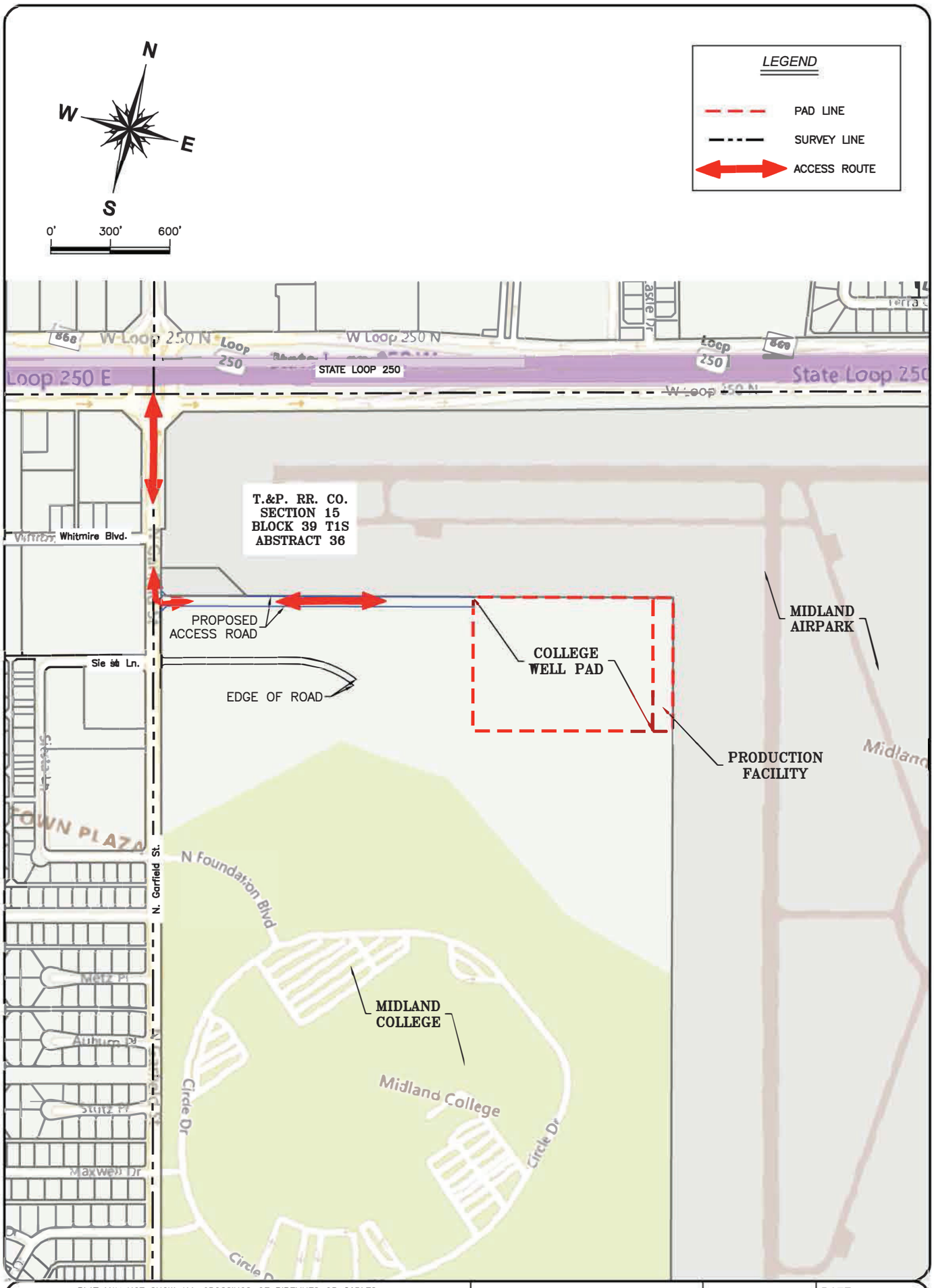
J. Wayne Bailey, Attorney-in-Fact

City of Midland

Date: _____

By: _____

Lori Merritt Blong, Mayor



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

ARRINGTON OIL & GAS OPERATING, LLC

ACCESS ROUTE TO PAD SITE

LOCATED IN THE CITY OF MIDLAND, TEXAS
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 15, BLOCK 39, T1S, ABSTRACT 36
OF MIDLAND COUNTY, TEXAS.

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1927, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

Arrington Oil & Gas Operating, LLC

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	GRJ	DATE	04-14-26
CHECKED	MA	DATE	04-14-26
APP'D		DATE	
SCALE	1"=600'	PAGE	1 OF 1

REV#	DATE	DESC.

JOB NAME	ACCESS ROUTE
JOB NO.	26003998

Date: Apr 17, 2026, 2:30pm User ID: gjohnson
File: K:\26003998 – Arrington – College Pad Midland\700-GIS Mapping\PLN-Plans\CITY PERMITS\Exhibit H\DWG\26003998-Arrington- College Pad- College Pad Access Route -Exhibit H.dwg

City Council Meeting

Item Number: 21.
Meeting Date: July 21, 2026
To: City Council
From: Michael Tully, Fire Chief
Subject: MOTION ACCEPTING DONATIONS IN THE AMOUNT OF $85,000.00 FROM MULTIPLE LOCAL ORGANIZATIONS; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND FIRE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF FUNDS TO THE FIRE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS

Purpose:
The Midland Fire Department received several donations to be used for specific technology and equipment needs. Chevron donated $50,000 and Oxy provided $15,000 for the Drone Mobile Support Program. The Permian Basin Petroleum Association donated $20,000 to purchase PFA-Free Foam Containers.

Recommended Action:
APPROVE

Fiscal Impact:
Upon receipt, funds will be appropriated to the Fire Technology and Equipment Fund.

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

Discussion:
The Midland Fire Department has received a generous donation of $20,000.00 from the Permian Basin Petroleum Association, specifically earmarked for the essential purchase of PFAS-free foam containers for our Aircraft Rescue and Firefighting (ARFF) trucks. PFAS (per- and polyfluoroalkyl substances) have been widely used in firefighting foams due to their effectiveness in suppressing flammable liquid fires. However, growing concerns regarding their environmental and health impacts have led to a shift towards PFAS-free alternatives. The adoption of PFAS-free foam is crucial for ensuring the safety of our firefighters, the community, and the environment.

The integration of drone technology into our operations offers numerous advantages, including enhanced situational awareness, improved response times in emergency scenarios, and efficient resource management. The Drone Mobile Support program will allow us to leverage aerial capabilities for search and rescue operations, incident assessment, and real-time

monitoring.

Attachments:

A. 2026 MFD - Drone Memo Chevron $50K
B. 2026 MFD - Drone Memo OXY $15K
C. 2026 MFD - PFAS Free Foam Memo PBPA $20,000

Jamie Barton, Finance	Created/Initiated - 7/6/2026
Christy Weakland, Finance	Approved - 7/10/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

Interoffice Memorandum

Date: **06-24-2026**
To: **Regina Stephenson**
From: **Fire Chief Michael Tully**

Subject: **Drone donated funds**

We wish to appropriate funds for the purchase of a drone and the necessary software to initiate our Drone Mobile Support program at the Midland Fire Department. We have received a generous donations to support this initiative: $50,000 from Chevron in 2026!

Background:

The integration of drone technology into our operations offers numerous advantages, including enhanced situational awareness, improved response times in emergency scenarios, and efficient resource management. The Drone Mobile Support program will allow us to leverage aerial capabilities for search and rescue operations, incident assessment, and real-time monitoring.

- **Source of Funds:**
  - **Oxy Donation:** $15,000 (2024)
  - **Chevron Donation:** $50,000 (2026)
- **Total Funds Available:** $65,000
- **Purpose:** Purchase Drone and Software subscription

Respectfully,

Michael Tully
Fire Chief

Interoffice Memorandum

Date: **06-24-2026**
To: **Regina Stephenson**
From: **Fire Chief Michael Tully**

Subject: **Drone donated funds**

We wish to appropriate funds for the purchase of a drone and the necessary software to initiate our Drone Mobile Support program at the Midland Fire Department. We have received a significant donation to support this initiative: $15,000 from Oxy in 2024.

Background:

The integration of drone technology into our operations offers numerous advantages, including enhanced situational awareness, improved response times in emergency scenarios, and efficient resource management. The Drone Mobile Support program will allow us to leverage aerial capabilities for search and rescue operations, incident assessment, and real-time monitoring.

- **Source of Funds:**
  - **Oxy Donation:** $15,000 (2024)
  - **Chevron Donation:** $50,000 (2026)
- **Total Funds Available:** $65,000
- **Purpose:** Purchase Drone and Software subscription

Respectfully,

Michael Tully
Fire Chief

Interoffice Memorandum

Date: 06-24-2026
To: Regina Stephenson
From: Fire Chief Michael Tully

Subject: PFAS-free foam (F3) donated funds

We are seeking to appropriate the funds to purchase containers of PFAS-free foam for our Aircraft Rescue and Firefighting (ARFF) trucks. The Midland Fire Department has received a generous donation of $20,000.00 from the Permian Basin Petroleum Association, specifically earmarked for this essential purchase. These funds were deposited into the 076- Civic Contributions account on June 18, 2026.

Background:
PFAS (per- and polyfluoroalkyl substances) have been widely used in firefighting foams due to their effectiveness in suppressing flammable liquid fires. However, growing concerns regarding their environmental and health impacts have led to a shift towards PFAS-free alternatives. The adoption of PFAS-free foam is crucial for ensuring the safety of our firefighters, the community, and the environment.

- **Source of Funds:** Permian Basin Petroleum Association
- **Amount:** $20,000.00
- **Purpose:** Purchase of PFAS-free foam for ARFF trucks

Respectfully,

Michael Tully
Fire Chief

City Council Meeting

Item Number: 22.
Meeting Date: July 21, 2026
To: City Council
From: Gorgees Eskander, Chief Information Officer
Subject: RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-020; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND PLANNING) FOR GRANT FUNDS TOTALING $24,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY POLICY GAP ANALYSIS – PHASE 1 PROJECT; APPROVING LOCAL MATCHING FUNDS AND ADDITIONAL CITY FUNDING IN THE AMOUNT OF $6,000.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

Purpose:
Authorize the submission of a FY2026 State and Local Cybersecurity Grant Program application to support a Cybersecurity Policy Gap Analysis – Phase 1 Project.

Recommended Action:
Approve

Fiscal Impact:
Upon receipt of the grant award, funds will be appropriated to the grant project for said purpose.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This item supersedes and replaces Resolution 2025-020 and authorizes submission of Application No. 5362301 to the Office of the Governor under SLCGP Objective 1 – Governance and Planning. If awarded, the City would receive $24,000.00 in grant funds for the

Cybersecurity Policy Gap Analysis – Phase 1 Project, with a required local match of $6,000.00 from the FY2026 Tech Fund. The project will help evaluate the City's cybersecurity posture by conducting Business Impact Analysis and developing Business Continuity and Disaster Recovery Plans.

Attachments:

A. FY2026 SLCGP_Objective 2 (Assessment and Evaluation) [Amend]
B. RESO - FY2026 SLCGP_Objective 1 (Governance and Planning) Amend Reso

Gorgees Eskander, IT	Created/Initiated - 7/2/2026
Gorgees Eskander, IT	Approved - 7/2/2026
Christy Weakland, Finance	Approved - 7/7/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-023; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5329201 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 2 – ASSESSMENT AND EVALUATION) FOR GRANT FUNDS TOTALING $26,800.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY PENETRATION TEST PROJECT; APPROVING LOCAL MATCHING FUNDS IN THE AMOUNT OF $6,700.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER; AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 2 – Assessment and Evaluation); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5329201 for $26,800.00 in grant funds for the Cybersecurity Penetration Test Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds in the amount of $6,700.00, and the City's compliance with all grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5329201 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No.5329201; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5329201 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 2 – Assessment and Evaluation) for grant funding in the amount of $26,800.00. If awarded, said grant funds shall be used for the Cybersecurity Penetration Test Project.

SECTION TWO. That local matching funds in the amount of $6,700.00 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5329201.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

RESOLUTION NO. _____

RESOLUTION SUPERSEDING AND REPLACING RESOLUTION 2025-020; AUTHORIZING THE SUBMISSION OF APPLICATION NO. 5362301 TO THE OFFICE OF THE GOVERNOR FOR THE FISCAL YEAR 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (OBJECTIVE 1 – GOVERNANCE AND PLANNING) FOR GRANT FUNDS TOTALING $24,000.00; SAID GRANT FUNDS, IF AWARDED, SHALL BE USED FOR THE CYBERSECURITY POLICY GAP ANALYSIS – PHASE 1 PROJECT; APPROVING LOCAL MATCHING FUNDS AND ADDITIONAL CITY FUNDING IN THE AMOUNT OF $6,000.00; AGREEING THAT IN THE EVENT OF LOSS OR MISUSE OF OFFICE OF THE GOVERNOR FUNDS, THE FUNDS WILL BE RETURNED IN FULL TO THE OFFICE OF THE GOVERNOR; DESIGNATING THE CITY COMPTROLLER AS THE AUTHORIZED OFFICIAL REPRESENTING THE CITY; AND AUTHORIZING THE CITY MANAGER, THE FINANCE DIRECTOR, THE CHIEF INFORMATION OFFICER, THE GRANT WRITER, AND THE AUTHORIZED OFFICIAL TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT, DENY, OR MODIFY ALL ASPECTS OF THE GRANT

WHEREAS, the Office of the Governor has announced the availability of grant funds through the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 1 – Governance and Planning); and

WHEREAS, the Information Technology Services Department wishes to submit Application No. 5362301 for grant funds in the amount of $24,000.00 for the Cybersecurity Policy Gap Analysis – Phase 1 Project; and

WHEREAS, the receipt of said grant funds is conditioned upon the City's approval of local matching funds and additional City funding in the amount of $6,000.00 and the City's compliance with all grant conditions and requirements; and

WHEREAS, the City Council agrees that in the event of loss or misuse of grant funds, the City Council assures that funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of Application No. 5362301 for said grant funds; and

WHEREAS, the City Council finds it to be in the public interest to designate the City Comptroller as the Authorized Official representing the City for purposes related to Application No. 5362301; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official to execute all necessary documents to accept, deny, or modify all aspects of the grant;

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

SECTION ONE. That the City of Midland is hereby authorized to submit Application No. 5362301 to the Office of the Governor for the Fiscal Year 2026 State and Local Cybersecurity Grant Program (Objective 1 – Governance and Planning) for grant funding in the amount of $24,000.00. If awarded, said grant funds shall be used for the Cybersecurity Policy Gap Analysis – Phase 1 Project.

SECTION TWO. That local matching funds and additional City funding in the amount of $6,000.00 are hereby approved and shall be available in the FY 2026 operating budget of the Tech Fund.

SECTION THREE. That in the event of loss or misuse of grant funds, the funds will be returned to the Office of the Governor in full.

SECTION FOUR. That the City Comptroller is hereby designated as the Authorized Official representing the City for purposes of Application No. 5362301.

SECTION FIVE. That the City Manager, the Finance Director, the Chief Information Officer, the Grant Writer, and the Authorized Official are hereby authorized to execute all necessary documents to accept, deny, or modify all aspects of the grant.

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

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Michele Hagemann, Grant Writer

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

City Council Meeting

Item Number: 23.
Meeting Date: July 21, 2026
To: City Council
From: Greg Snow, Police Chief
Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDESSA TRANSPORTATION LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

Purpose:
Resolution authorizing the issuance of an operating certificate for Midessa Transportation LLC; setting forth conditions accompanying the certificate; and establishing terms of the certificate.

Recommended Action:
Approve

Fiscal Impact:
None.

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

Discussion:
Thomas Sie, the Fleet Manager for Midessa Transportation LLC, has filed an application with the City Secretary's office for approval of an operating certificate. The company passed the requisite background investigation related to driving history conducted by the Midland Police Department. Mr. Sie has furnished the necessary documents related to proof of financial responsibility as well as signed a copy of the Application for operating certificate indicating acceptance of provisions.

Attachments:
A. RESO w EXH - Midessa Transportation LLC Reso w Exh

Greg Snow, Police Department	Created/Initiated - 7/1/2026
Greg Snow, Police Department	Approved - 7/1/2026
Christy Weakland, Finance	Approved - 7/7/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR MIDESSA TRANSPORTATION LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

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

SECTION ONE. That the City Secretary is hereby authorized and directed to act on behalf of the City of Midland to grant to Midessa Transportation LLC an operating certificate for a limousine business pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO. Notwithstanding Section One, the City Secretary shall not issue the operating certificate set forth above unless and until:

A. Midessa Transportation LLC has delivered to the City Secretary a current certificate of insurance indicating compliance with the insurance requirements set forth in Section 5-6-2(F) of the Midland City Code for all motor vehicles to be used as limousines under the operating certificate; and

B. Midessa Transportation LLC has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. Midessa Transportation LLC has signed a copy of the operating certificate indicating acceptance of the provisions set forth therein.

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:

_____
Greg Snow, Police Chief

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

CITY OF MIDLAND OPERATING CERTIFICATE FOR LIMOUSINE BUSINESS

THIS OPERATING CERTIFICATE is issued to Midessa Transportation LLC ("Operator") whose address is 4710 South County Road 1311, Odessa, Texas 79705, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a limousine business along, across, and over the public streets of the City of Midland, Texas, now laid out or dedicated, and all extensions thereof, subject to the following provisions and conditions:

1. Business Name: The name of the limousine business operated pursuant to this certificate shall be Midessa Transportation LLC.

2. Term: This certificate shall be valid and in effect for five (5) years from the date of issuance indicated below, subject to earlier termination as set forth in the Midland City Code.

3. Suspension of Certificate for Non-Payment: This certificate shall be automatically suspended on March 1 of any year during the term of this certificate if Operator has not paid the annual fee required by Section 5-6-2(G) of the Midland City Code when due, and shall remain suspended until the annual fee is paid.

4. Compliance With All Laws: Operator must at all times operate the above-named limousine business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title V, Chapter 6 and Title XIII, Chapter 2 of the Midland City Code, as amended from time to time, and this certificate may be revoked by the Midland City Council at any time for Operator's non-compliance with said laws, regulations, or ordinances.

5. Assignability and Transferability: This certificate is personal to the Operator named above and may not be assigned by sale or otherwise to any other person or entity. Any attempt to assign this certificate or any interest in this certificate shall be void and will serve as grounds for termination of this certificate by the City.

6. Airport Privileges: This certificate grants to the Operator the privilege of operating at Midland International Airport, provided that such operations shall not be permitted until Operator has complied with Section 5-6-8 of the Midland City Code.

ISSUED THIS ____ DAY OF _____, 2026.

_____
Marcia Bentley-German, City Secretary
City of Midland, Texas

Exhibit A

ACCEPTANCE

The Operator herein named accepts this operating certificate and agrees to abide by all its provisions and all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, applicable provisions of the Midland City Code, as amended, and the regulations governing the charging of fares between the City of Midland and the City of Odessa.

Name:_____ Date:_____

City Council Meeting

Item Number: 24.
Meeting Date: July 21, 2026
To: City Council
From: Greg Snow, Police Chief
Subject: MOTION ACCEPTING A DONATION IN THE AMOUNT OF $180,000.00 FROM BUSTIN FOR BADGES; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF $180,000.00 IN THE POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS

Purpose:
Authorize a motion to accept a donation in the amount of $180,000.00 from Bustin for Badges to the Midland Police Department.

Recommended Action:
Approve

Fiscal Impact:
$180,000 will be appropriated in the Police Equipment Fund for equipment purchases.

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

Discussion:
The funds from this donation will be used to purchase equipment for Midland Police Department employees.

Attachments:
None

Greg Snow, Police Department	Created/Initiated - 7/1/2026
Greg Snow, Police Department	Approved - 7/1/2026
Christy Weakland, Finance	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

City Council Meeting

Item Number: 25.
Meeting Date: July 21, 2026
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (26-329-019) BETWEEN THE CITY OF MIDLAND AND DEEP BLUE OPERATING I, LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 9,10,12,18,19 AND 24, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
This motion will provide the applicant with a 30-foot-wide right of way to lay a 24" Polyethylene construction, private produced water pipeline, and a 22KV overhead power line with a .14 acre surface area connected with a 364.97' access road on City of Midland-owned Sprayberry Farm.

This Right-of-Way License is proposed for a single twenty (20) 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 per ROW (one time): $1,000

Full ten-year term paid in advance with annual ingress / egress fees:

Pipeline: (924.86 rods * $1,660.00) $1,535,268.60
22KV overhead power: (338.66 rods * $152.00) $51,476.32
30' wide access road: (22.12 rods * $320) $7,078.40
Surface area: (.14 acres = 6,098.4 sq. ft * $0.60) $3658.80
Annual Ingress / Egress: (20 years * $10,000.00) $200,000.00

Total Collected: $ 1,798,481.36

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This private 30’ wide ROW will contain a 24” produced water pipeline buried a minimum of 48” deep, 1 - 22KV overhead power ROW with a 6,098.4 square foot surface connection site with a 364.97’ access road and will not interfere with Sprayberry Farm operations.

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. Deep Blue Operating LL ROW License 26-329-019
B. Memorandum of Right of Way License
C. Exhibit A
D. Council Map DeepBlue_Spraberry_042826
E. COI City of Midland

John Simmons, Utilities	Created/Initiated - 7/13/2026
Alma McCammond, Utilities	Approved - 7/13/2026
Carl Craigo, Utilities	Approved - 7/13/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Morris Williams, City Manager	Approved - 7/14/2026
Jose Ortiz, City Manager	Approved - 7/15/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	July 22, 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:	**Deep Blue Operating I LLC**
Licensee's Representative:	**RobRoy McDonald**
Licensee's Mailing Address:	4 Waterway Square Place, Suite 300 The Woodlands, Texas 77380
Property:	As described in Article III below
License Number:	**26-329-019**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of twenty (20) years (the "Term") 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 for the Term in the amount of ONE MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED EIGHTY-ONE and 36/100 Dollars ($1,597,481.36) (the "License Fee") shall be due and payable on or prior to the Commencement Date. The License Fee shall be non-refundable under any circumstances.

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of Four Thousand and No/100 Dollars ($4,000.00) 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 fees referenced in this Article II shall be made to Licensor on the dates indicated herein 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.

E. Ingress/Egress Fee. In consideration of the rights of ingress and egress associated with the Permitted Facilities and the Property, Licensee shall pay to Licensor an annual ingress/egress fee in the amount of Ten Thousand and No/100 Dollars ($10,000.00) for each year of the Term (the "Ingress/Egress Fee"). Notwithstanding any contrary provision contained herein, the Ingress/Egress Fee for the Term shall be due and payable in a single lump sum on or prior to the Commencement Date. The Ingress/Egress Fee is non-refundable under any circumstances,

including without limitation any termination or expiration of this License for any reason.

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, one (1) polyethylene pipeline, not to exceed twenty-four (24) inches in diameter, to be used solely and exclusively for the transportation of produced water, a 22kV overhead power line, a 6,098.4 square foot surface connection site, an access road not to exceed thirty (30) feet in width (collectively the "Permitted Facilities"), 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"). Neither Licensee nor any of its contractors, representatives, or agents shall operate a vehicle more than five (5) feet in excess of the locations Licensee is permitted to access under this Article III.A. For each violation of this provision, Licensee shall pay to Licensor a fee in the amount of Seven Hundred Fifty and No/100 Dollars ($750.00). Determinations of violations shall be made at the sole, reasonable discretion of Licensor. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the Permitted Facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the Permitted Facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

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. Excavation and Removal. Licensee expressly agrees, in connection with the completion of its construction of the Permitted Facilities, to leave the surface of the Property graded to the level of the surrounding land. Licensee will remove any rocks or other debris from the surface of the Property having any single dimension larger than four (4) inches. The rocks removed by reason of the construction and installation of the Permitted Facilities, having any dimension larger than twelve (12) inches shall be removed from the Property and anything less than twelve (12) inches may be used in back-filling any excavation, at Licensor's sole discretion. All topsoil will be separated during construction and uniformly spread on top of the surface at the completion of construction.

E. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline

shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

F. 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.

G. 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 PERMITTED FACILITIES 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.

H. 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.

I. 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.

J. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the 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.

K. 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 shall, at its sole cost and expense, install and maintain fencing around any above ground appurtenances related to Licensee's activities on the Property as reasonably required by Licensor to ensure the security and safety of such appurtenances. The type, height, and location of such fencing shall be subject to Licensor's prior written approval. Licensee shall promptly repair any damage to such fencing and shall remove the fencing and restore the area to its original condition, as nearly as reasonably practicable, upon the removal of the appurtenances or the termination of this License, whichever occurs first.

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.

For each violation of this provision, Licensee shall pay to Licensor a fee in the amount of Seven Hundred Fifty and No/100 Dollars ($750.00). Determinations of violations shall be made at the sole, reasonable discretion of Licensor

L. 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. For each violation of this provision, Licensee shall pay to Licensor a fee in the amount

of Seven Hundred Fifty and No/100 Dollars ($750.00). Determinations of violations shall be made at the sole, reasonable discretion of Licensor.

M. 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. For each violation of this provision, Licensee shall pay to Licensor a fee in the amount of Seven Hundred Fifty and No/100 Dollars ($750.00). Determinations of violations shall be made at the sole, reasonable discretion of Licensor.

N. 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.

O. 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 portion of Licensee's Permitted Facilities, 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.

P. 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.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to

Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided 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 PORTIONS OR ENTIRETY OF THE 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 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.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

LICENSEE:
DEEP BLUE OPERATING I LLC

By: _____
Printed Name: RobRoy McDonald
Title: Vice President of Land

THE STATE OF Texas §
§
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 13th day of July, 2026 personally appeared RobRoy McDonald an officer of Deep Blue Operating I 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.

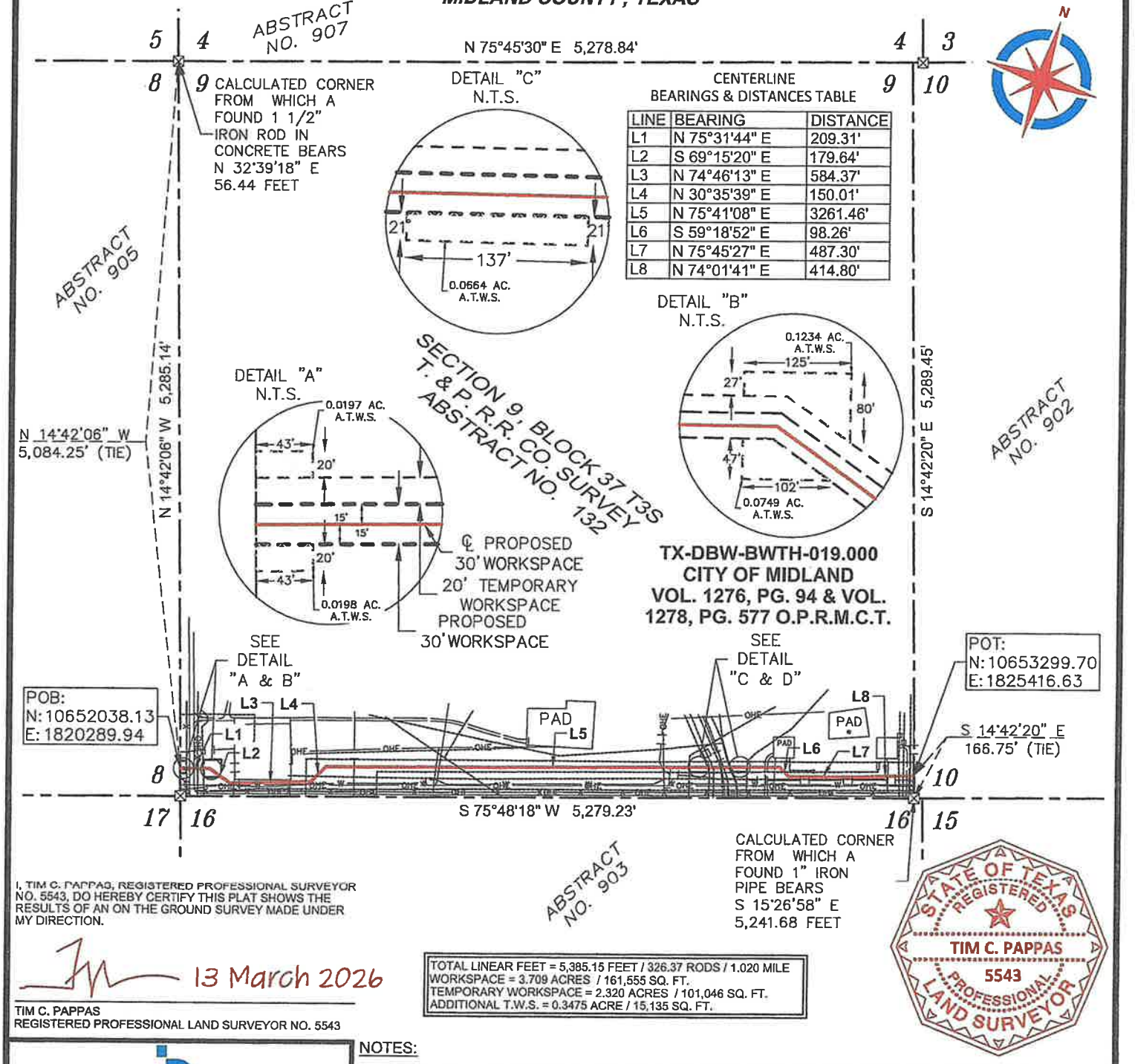
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of July, 2026.

_____
Notary Public, State of Texas

CINDY GOMEZ
Notary ID #129227825
My Commission Expires
August 23, 2027

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

13 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

TOTAL LINEAR FEET = 5,385.15 FEET / 326.37 RODS / 1.020 MILE
WORKSPACE = 3.709 ACRES / 161,555 SQ. FT.
TEMPORARY WORKSPACE = 2.320 ACRES / 101,046 SQ. FT.
ADDITIONAL T.W.S. = 0.3475 ACRE / 15,135 SQ. FT.

DEEP BLUE

Situated in
SECTION 9, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 132
MIDLAND COUNTY, TEXAS

BR to WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

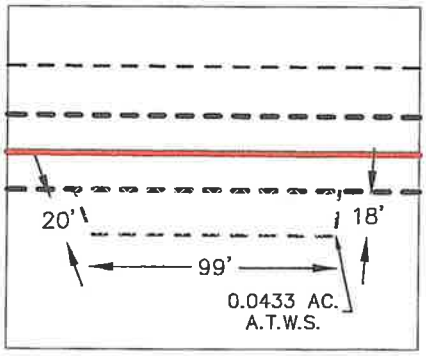
DRAWN BY: CP	DATE: 02/18/2026	REV.
CHECKED BY: CZ	DATE: 02/19/2026	0
PROJECT ID: 26-01-6275		PAGE 1 OF 3

3/3/2026 10:23 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-019.000\20260218\TX-DBW-BWTH-019.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS

DETAIL "D"
N.T.S.



TOTAL LINEAR FEET = 5,385.15 FEET / 326.37 RODS / 1.020 MILES
WORKSPACE = 3.709 ACRES / 161,555 SQ. FT.
TEMPORARY WORKSPACE = 2.320 ACRES / 101,046 SQ. FT.
ADDITIONAL T.W.S. = 0.3475 ACRE / 15,135 SQ. FT.

DEEP BLUE

Situated in
SECTION 9, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 132
MIDLAND COUNTY, TEXAS

BR to WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: CP	DATE: 02/18/2026	REV.
CHECKED BY: CZ	DATE: 02/19/2026	0
PROJECT ID: 26-01-6275		PAGE 2 OF 3

3/3/2026 10:23 AM C PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0019.000\20260218\TX-DBW-BWTH-0019.000.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
SECTION 9, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 132

DEEP BLUE OPERATING I, LLC
BR to WTH
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A centerline description of a proposed 30 foot-wide permanent right-of-way being located in the **SECTION 9, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 132**, MIDLAND COUNTY County, TEXAS; part of a tract of land described in Deed to City Of Midland as recorded in Volume 1276, Page 94 & Volume 1278, Page 577 of the Official Public Records of MIDLAND COUNTY County, TEXAS; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel to said centerline and more particularly described as follows:

BEGINNING in the west line of said Section 9, from which a calculated corner for the northwest corner of said Section 9 bears N 14°42'06" W, a distance of 5,084.25 feet, from which a 1 1/2-inch iron rod in concrete found bears N 32°39'18" E, a distance of 56.44 feet;

THENCE N 75°31'44" E, a distance of **209.31 feet** to a point;
THENCE S 69°15'20" E, a distance of **179.64 feet** to a point;
THENCE N 74°46'13" E, a distance of **584.37 feet** to a point;
THENCE N 30°35'39" E, a distance of **150.01 feet** to a point;
THENCE N 75°41'08" E, a distance of **3,261.46 feet** to a point;
THENCE S 59°18'52" E, a distance of **98.26 feet** to a point;
THENCE N 75°45'27" E, a distance of **487.30 feet** to a point;

THENCE N 74°01'41" E, a distance of 414.80 feet to the **POINT OF TERMINATION**, from which a calculated corner for the southeast corner of said Section 9 bears S 14°42'20" E, a distance of 166.75 feet, from which a 1-inch iron pipe found bears S 15°26'58 E, a distance of 5,241.68 feet;, with said workspace containing 161,555 square feet or 3.709 acres of land, more or less, said workspace having a centerline length of 5,385.15 feet or 326.37 rods.

Sidelines of this workspace shall be trimmed or extended to meet the west and east lines of said Section 9.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

13 March 2026

TIM C. PAPPAS
PROFESSIONAL LAND SURVEYOR NO. 5543

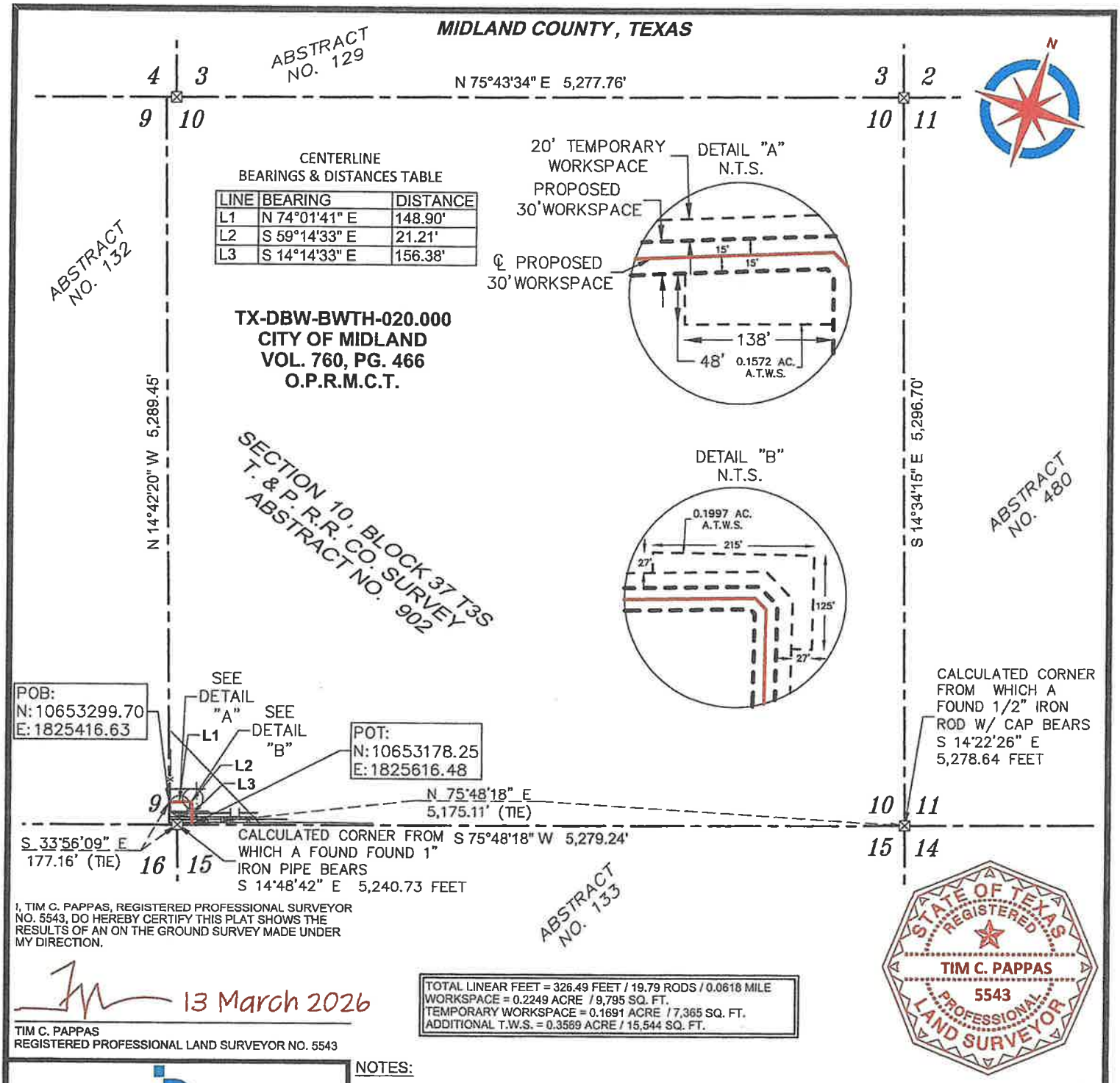
STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

DEEP BLUE

3/3/2026 10:23 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-0275_BR to WTH\PLATS\TX-DBW-BWTH-0019.000\2026\0218\TX-DBW-BWTH-0019.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

13 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

TOTAL LINEAR FEET = 326.49 FEET / 19.79 RODS / 0.0618 MILE
WORKSPACE = 0.2249 ACRE / 9,795 SQ. FT.
TEMPORARY WORKSPACE = 0.1691 ACRE / 7,365 SQ. FT.
ADDITIONAL T.W.S. = 0.3589 ACRE / 15,544 SQ. FT.

DEEP BLUE

Situated in
SECTION 10, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 902
MIDLAND COUNTY, TEXAS

BR TO WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

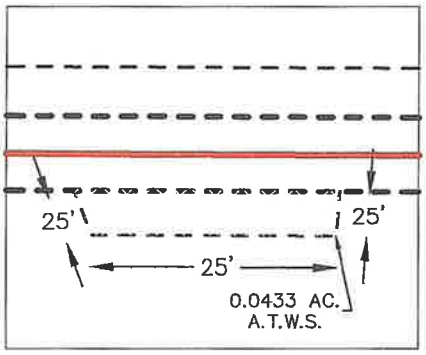
DRAWN BY: CP	DATE: 02/19/2026	REV.
CHECKED BY: CZ	DATE: 02/20/2026	0
PROJECT ID: 26-01-6275		PAGE 1 OF 2

3/3/2026 10:37 AM C:PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-020.000\20260219\TX-DBW-BWTH-020.000.dwg

EXHIBIT "A"

MIDLAND COUNTY COUNTY, TEXAS

DETAIL "D"
N.T.S.



TOTAL LINEAR FEET = 326.49 FEET / 19.79 RODS / 0.0618 MILES
WORKSPACE = 0.2249 ACRES / 9,795 SQ. FT.
TEMPORARY WORKSPACE = 0.1691 ACRES / 7,365 SQ. FT.
ADDITIONAL T.W.S. = 0.3569 ACRE / 15,544 SQ. FT.

DEEP BLUE

Situated in
SECTION 10, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 902
MIDLAND COUNTY, TEXAS

BR TO WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: CP	DATE: 02/19/2026	REV.
CHECKED BY: CZ	DATE: 02/19/2026	0
PROJECT ID: 26-01-6275		PAGE 2 OF 2

3/3/2026 10:37 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0020.000\20260219\TX-DBW-BWTH-0020.000.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
SECTION 10, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 902

DEEP BLUE OPERATING I, LLC
BR TO WTH
CITY OF MIDLAND

PROPOSED 30 FEET-WIDE RIGHT-OF-WAY

A centerline description of a proposed 30 feet-wide right-of-way being located in the **SECTION 10, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 902**, MIDLAND COUNTY County, TEXAS; part of a tract of land described in Deed to City Of Midland as recorded in Volume 760, Page 466 of the Official Public Records of MIDLAND COUNTY County, TEXAS; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel to said centerline and being more particularly described as follows:

BEGINNING in the west line of said Section 10, from which a calculated corner for the southwest corner of said Section 10 bears S 33°56'09" E, a distance of 177.16 feet, from which a 1-inch iron pipe found bears S 14°48'42" E, a distance of 5,240.73 feet;

THENCE N 74°01'41" E, a distance of **148.90 feet** to a point;
THENCE S 59°14'33" E, a distance of **21.21 feet** to a point;

THENCE S 14°14'33" E, a distance of 156.38 feet to the **POINT OF TERMINATION**, from which a calculated corner for the southeast corner of said Section 10 bears N 75°48'18" E, a distance of 5,175.11 feet, from which a 1/2-inch iron rod with cap found bears S 14°22'26" E, a distance of 5,278.65 feet;, with said workspace containing 9,795 square feet or 0.2249 acre of land, more or less, said workspace having a centerline length of 326.49 feet or 19.79 rods.

Sidelines of this workspace shall be trimmed or extended to meet the west and south lines of said Section 10.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

13 March 2026

TIM C. PAPPAS
PROFESSIONAL LAND SURVEYOR NO. 5543

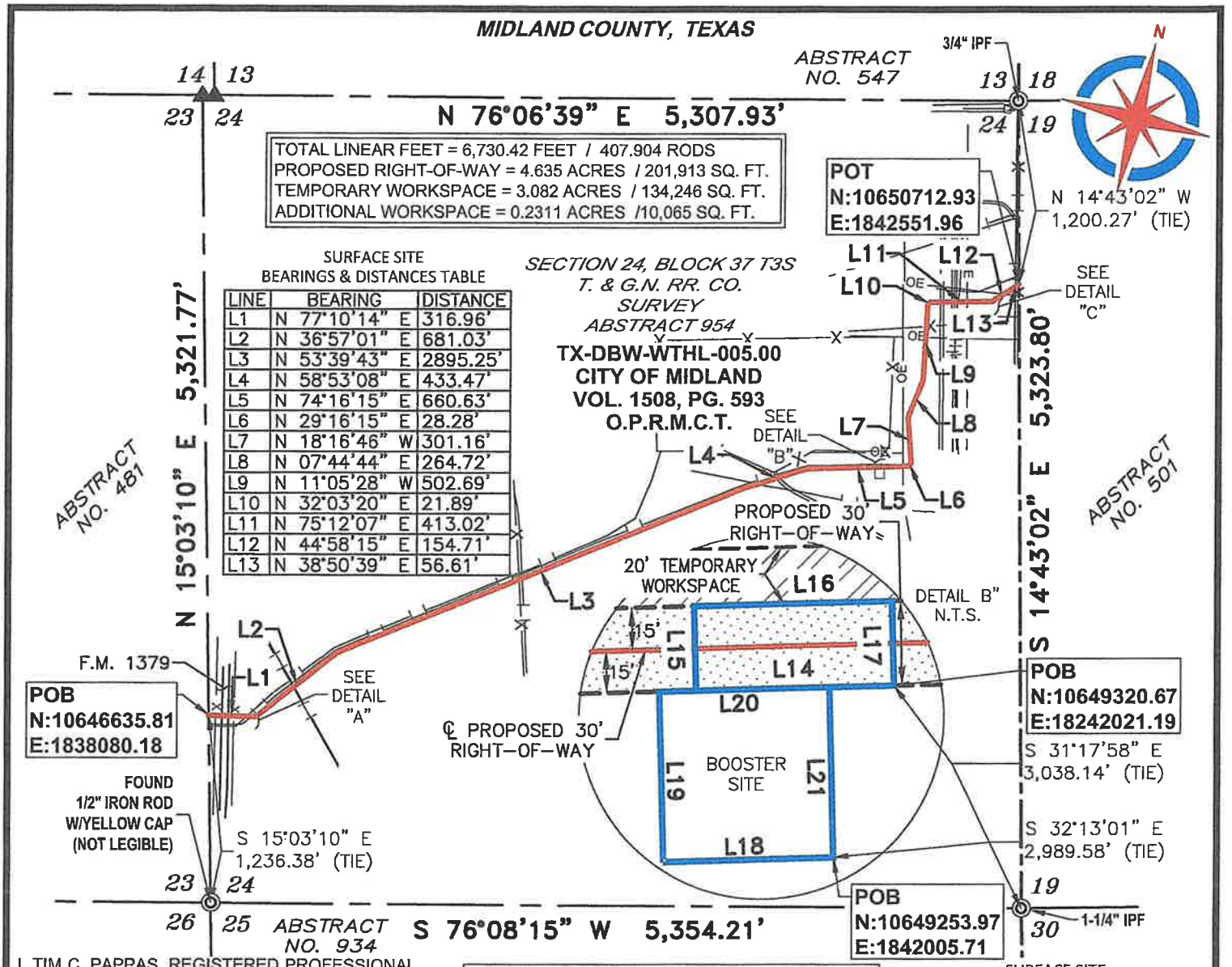


DEEP BLUE

3/3/2026 10:37 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0020.000\20260216\TX-DBW-BWTH-0020.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 77°10'14" E	316.96'
L2	N 36°57'01" E	681.03'
L3	N 53°39'43" E	2895.25'
L4	N 58°53'08" E	433.47'
L5	N 74°16'15" E	660.63'
L6	N 29°16'15" E	28.28'
L7	N 18°16'46" W	301.16'
L8	N 07°44'44" E	264.72'
L9	N 11°05'28" W	502.69'
L10	N 32°03'20" E	21.89'
L11	N 75°12'07" E	413.02'
L12	N 44°58'15" E	154.71'
L13	N 38°50'39" E	56.61'

I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

SURFACE SITE = 0.0551 ACRES / 2,400 SQ. FT

BOOSTER SITE = 0.0826 ACRES / 3,600 SQ. FT

SURFACE SITE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L14	S 74°16'15" W	80.00'
L15	N 15°43'45" W	30.00'
L16	N 74°16'15" E	80.00'
L17	S 15°43'45" E	30.00'

BOOSTER SITE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L18	S 74°16'15" W	60.00'
L19	N 15°43'45" W	60.00'
L20	N 74°16'15" E	60.00'
L21	S 15°43'45" E	60.00'

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION NO. 24, BLOCK 37 T3S, ABSTRACT 954; MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

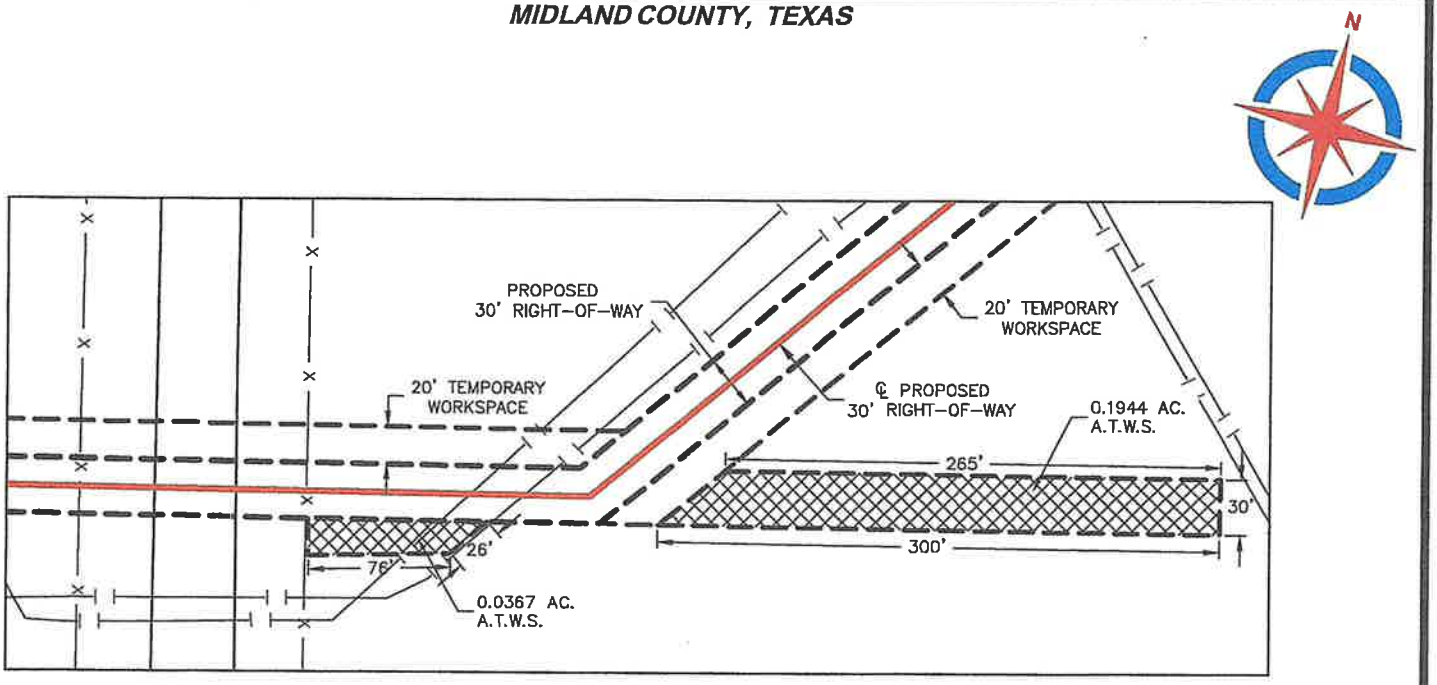
0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV. 0
CHECKED BY: CZ	DATE : 02/18/2026	
PROJECT # 26-01-6277	SHEET 1 OF 5	

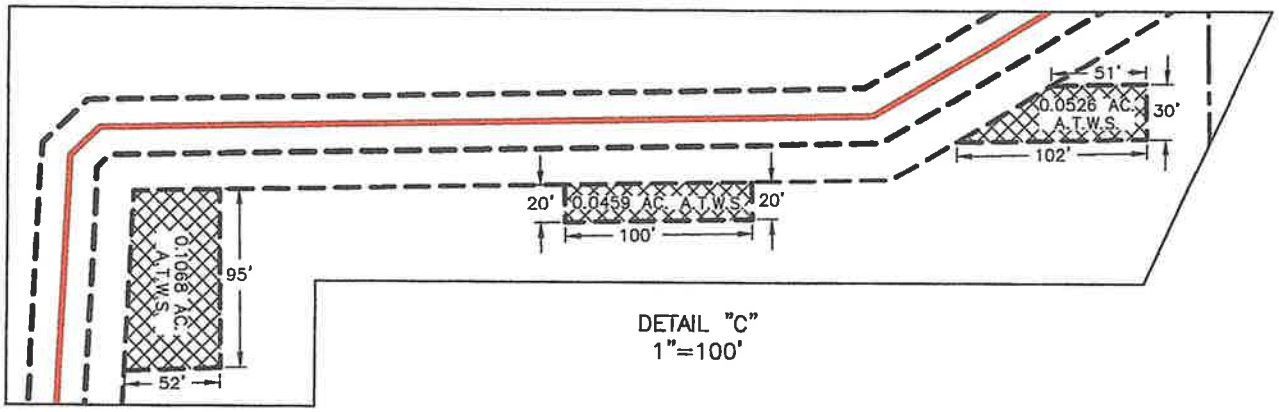
4/1/2026 6:07 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260401_R0\TX-DBW-WTHL-005.000-R0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



DETAIL "A"
1"=100'



DETAIL "C"
1"=100'

TOTAL LINEAR FEET = 6,730.42 FEET / 407.904 RODS
PROPOSED RIGHT-OF-WAY = 4.635 ACRES / 201,913 SQ. FT.
TEMPORARY WORKSPACE = 3.082 ACRES / 134,246 SQ. FT.
ADDITIONAL WORKSPACE = 0.2311 ACRES /10,065 SQ. FT.

SURFACE SITE = 0.0551 ACRES / 2,400 SQ. FT

BOOSTER SITE = 0.0826 ACRES / 3,600 SQ. FT

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION NO. 24,
BLOCK 37 T3S, ABSTRACT 954; MIDLAND
COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF-WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV. 0
CHECKED BY: CZ	DATE : 02/18/2026	
PROJECT # 26-01-6277	SHEET 2 OF 5	

4/1/2026 5:33 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260401_R0\TX-DBW-WTHL-005.000-R0.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the west line of said Section 24, from which a 1/2-inch iron rod with yellow cap (not legible) found for the southwest corner of said Section 24, bears S 15°03'10" E, a distance of 1,236.38 feet;

THENCE: N 77°10'14" E, a distance of **316.96** feet to a point;
THENCE: N 36°57'01" E, a distance of **381.03** feet to a point;
THENCE: N 53°39'43" E, a distance of **2,895.25** feet to a point;
THENCE: N 58°53'08" E, a distance of **433.47** feet to a point;
THENCE: N 74°16'15" E, a distance of **660.63** feet to a point;
THENCE: N 29°16'15" E, a distance of **28.28** feet to a point;
THENCE: N 18°16'46" W, a distance of **301.16** feet to a point;
THENCE: N 07°44'44" E, a distance of **264.72** feet to a point;
THENCE: N 11°05'28" W, a distance of **502.69** feet to a point;
THENCE: N 32°03'20" E, a distance of **21.89** feet to a point;
THENCE: N 75°12'07" E, a distance of **413.02** feet to a point;
THENCE: N 44°58'15" E, a distance of **154.71** feet to a point;

THENCE N 38°50'39" E, a distance of 56.61' feet to the **POINT OF TERMINATION**, in the east line of said Section 24, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 14°43'02" W, a distance of 1,200.27 feet, with said workspace containing 201,913 square feet or 4.635 acres of land, more or less, said workspace having a centerline length of 6,730.42 feet or 407.904 rods.

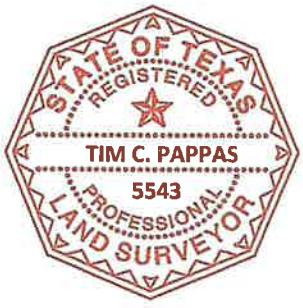
Sidelines of this workspace shall be trimmed or extended to meet the east and west lines of said Section 24.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

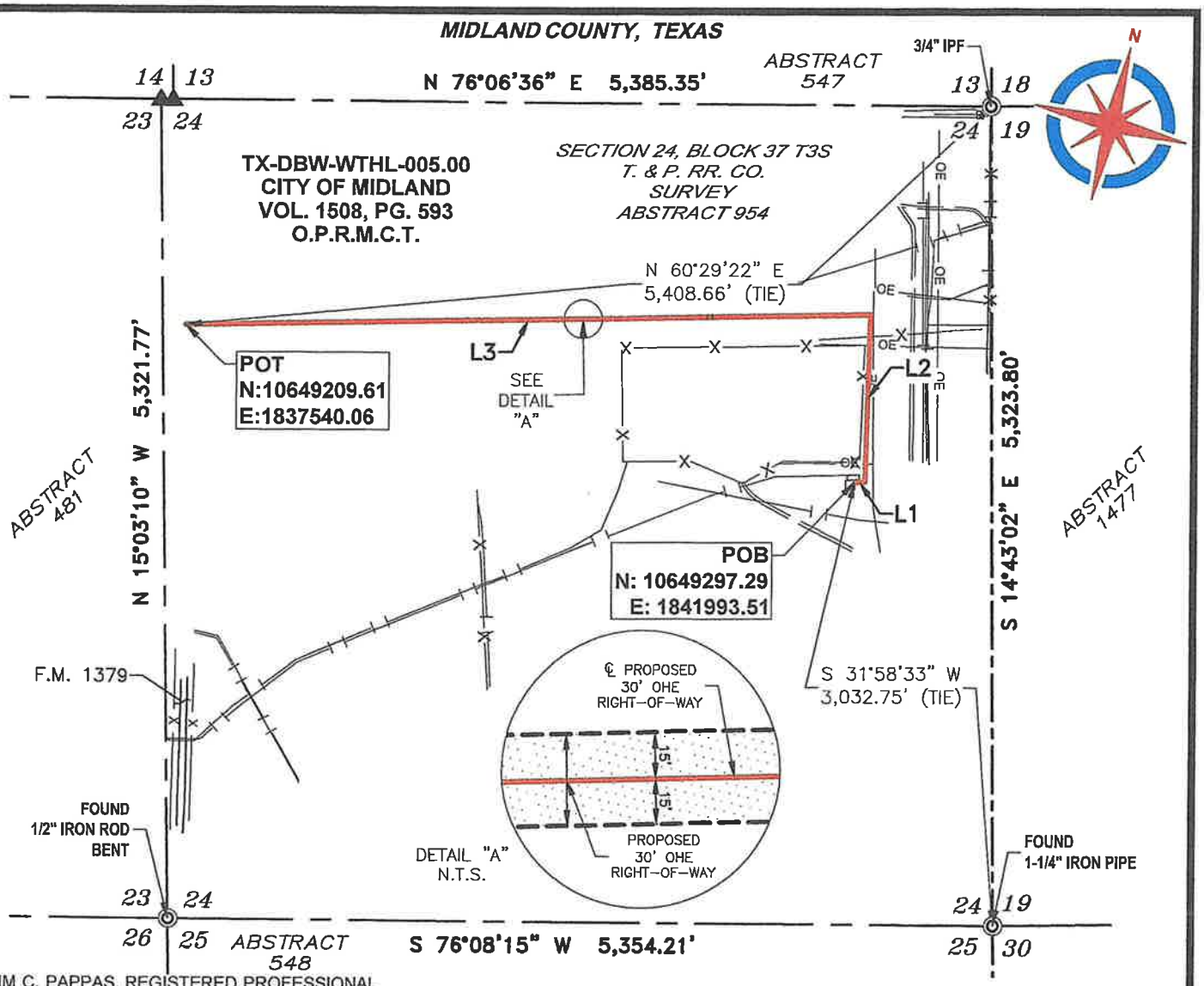


DEEP BLUE

4/1/2026 5:33 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX--DBW-WTHL-005.000\20260401_R0\TX--DBW-WTHL-005.000--R0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

27 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

TOTAL LINEAR FEET = 5,587.89 FEET / 338.66 RODS
WORKSPACE = 3.848 ACRES / 167,637 SQ. FT.

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

CENTERLINE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 74°16'15" E	67.42'
L2	N 12°34'27" W	1082.80'
L3	S 74°48'35" W	4437.67'

DEEP BLUE

Situated in the
T. & P. RR. CO. SURVEY SECTION 24,
BLOCK 37 T3S, ABSTRACT 954; MIDLAND
COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
OHE RIGHT-OF-WAY

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE: 04/24/2026	REV. 1
CHECKED BY: JS	DATE: 04/24/2026	
PROJECT # 26-01-6277	SHEET 1 OF 2	

4/23/2026 5:00 PM J.SMITH Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260423-R1\TX-DBW-WTHL-005.000-OHE-R1.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE OHE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide OHE right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING at a point in said Section 24, from which a 1-1/4-INCH iron pipe found for the southeast corner of said Section 24, bears S 31°58'33" E, a distance of 3,032.75 feet;

THENCE: N 74°16'15" E, a distance of **67.42 feet** to a point;

THENCE: N 12°34'27" W, a distance of **1,082.80 feet** to a point;

THENCE S 74°48'35" W, a distance of **4,437.67 feet** to the **POINT OF TERMINATION**, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 60°29'22" E, a distance of 5,408.66 feet, with said workspace containing 167,637 square feet or 3.848 acres of land, more or less, said workspace having a centerline length of 5,587.89 feet or 338.66 rods.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

27 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

4/23/2026 5:00 PM J.SMITH Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260423-R1\TX-DBW-WTHL-005.000-OHE-R1.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED SURFACE SITE
METES AND BOUNDS DESCRIPTION

A metes and bounds description of a surface site being located in the **T & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said site more particularly described as follows:

BEGINNING at the southeast corner of this site, from which a 1/2-inch iron rod with yellow cap (not legible) found for the southeast corner of said Section 15, bears N 59°00'40" E, a distance of 4,148.65 feet;

THENCE N 80°37'05" W, a distance of **80.00** feet to a point;
THENCE N 09°22'55" E, a distance of **30.00** feet to a point;
THENCE S 80°37'05" E, a distance of **80.00** feet to a point;

THENCE S 13°28'32" E, a distance of **30.00** feet to the **POINT OF BEGINNING**, said site containing a total area of **2,400 square feet** or **0.0551 acres**, more or less.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

3 April 2026
TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED BOOSTER SITE
METES AND BOUNDS DESCRIPTION

A metes and bounds description of a booster site being located in the **T & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said site more particularly described as follows:

BEGINNING at the southeast corner of this site, from which a 1-1/4-inch iron pipe found for the southeast corner of said Section 24, bears S 32°13'01" E, a distance of 2,989.58 feet;

THENCE S 74°16'15" W, a distance of **60.00** feet to a point;
THENCE N 15°43'45" W, a distance of **60.00** feet to a point;
THENCE N 74°16'15" E, a distance of **60.00** feet to a point;

THENCE S 15°43'45" E, a distance of **60.00** feet to the **POINT OF BEGINNING**, said site containing a total area of **3,600 square feet** or **0.0826 acres**, more or less.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

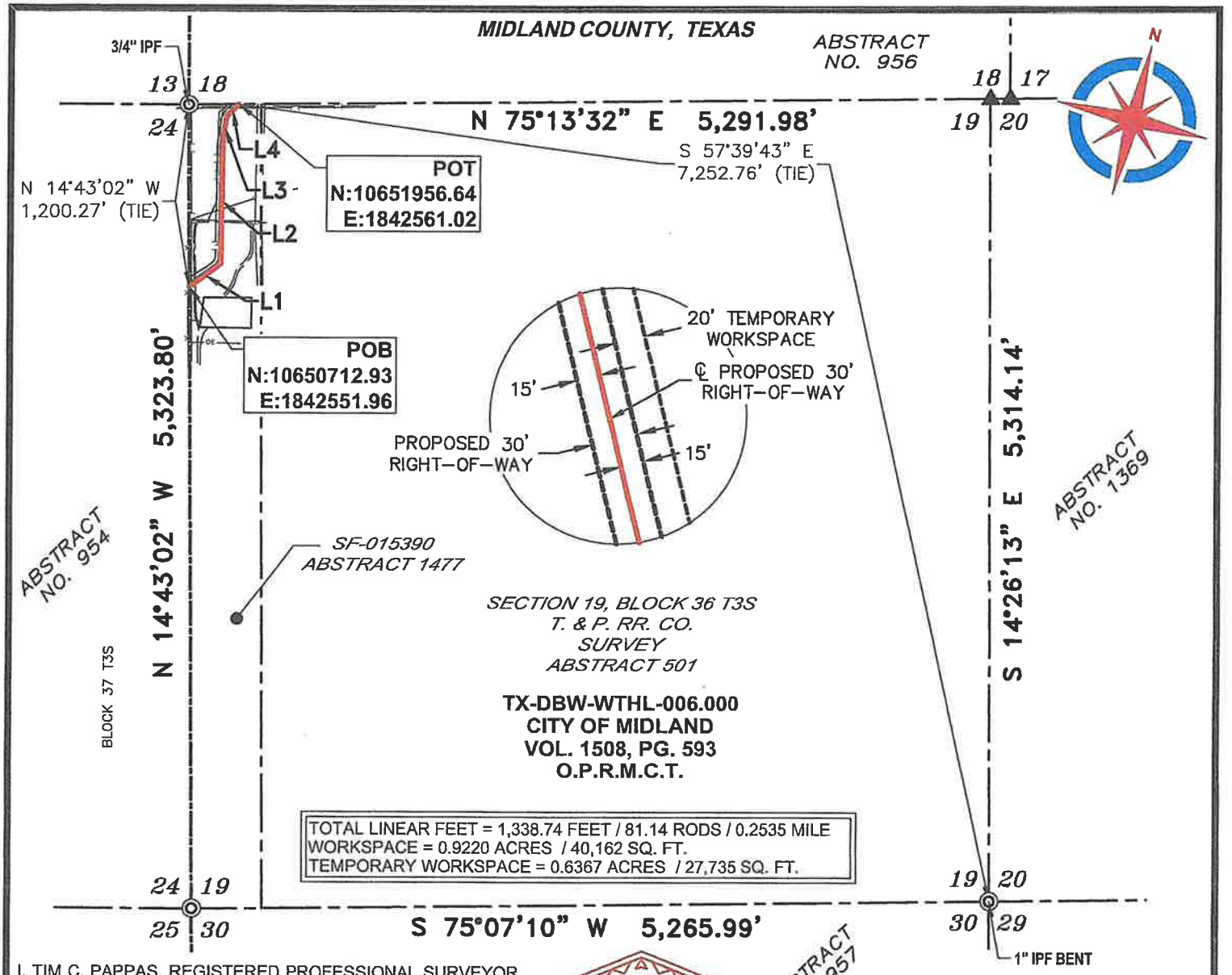
3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

EXHIBIT "A"



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

SURFACE SITE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 38°50'39" E	255.10'
L2	N 13°39'23" W	821.66'
L3	N 05°24'28" W	145.38'
L4	N 29°07'46" E	116.61'

DEEP BLUE

Situated in the
SF - 015390,
ABSTRACT 1477
MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV.
CHECKED BY: CZ	DATE : 02/18/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 2	

3/20/2026 3:37 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-5277_WTH Loop\PLATS\TX-DBW-WTHL-006.000\20250217\TX-DBW-WTHL-006.000-REV0.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
SF - 015390, ABSTRACT 1477

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY

A Centerline description of a proposed 30 foot-wide right-of-way being located in **SF - 015390**, **ABSTRACT 1477**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the west line of said SF - 015390, from which a 3/4-inch iron pipe found for the northwest corner of said SF - 015390, bears N 14°43'02" W, a distance of 1,200.27 feet;

THENCE: N 38°50'39" E, a distance of **255.10 feet** to a point;
THENCE: N 13°39'23" W, a distance of **821.66 feet** to a point;
THENCE: N 05°24'28" W, a distance of **145.38 feet** to a point;

THENCE N 29°07'46" E, a distance of **116.61 feet** to the **POINT OF TERMINATION**, in the north line of said SF - 015390, from which a 1-inch iron pipe bent found for the southeast corner of said Section 19, bears S 57°39'43" E, a distance of 7,252.76 feet, with said workspace containing 40,162 square feet or 0.9220 acres of land, more or less, said right-of-way having a centerline length of 1,338.74 feet or 81.14 rods.

Sidelines of this right-of-way shall be extended or trimmed to meet the west and north lines of SF - 015390.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

23 March 2026

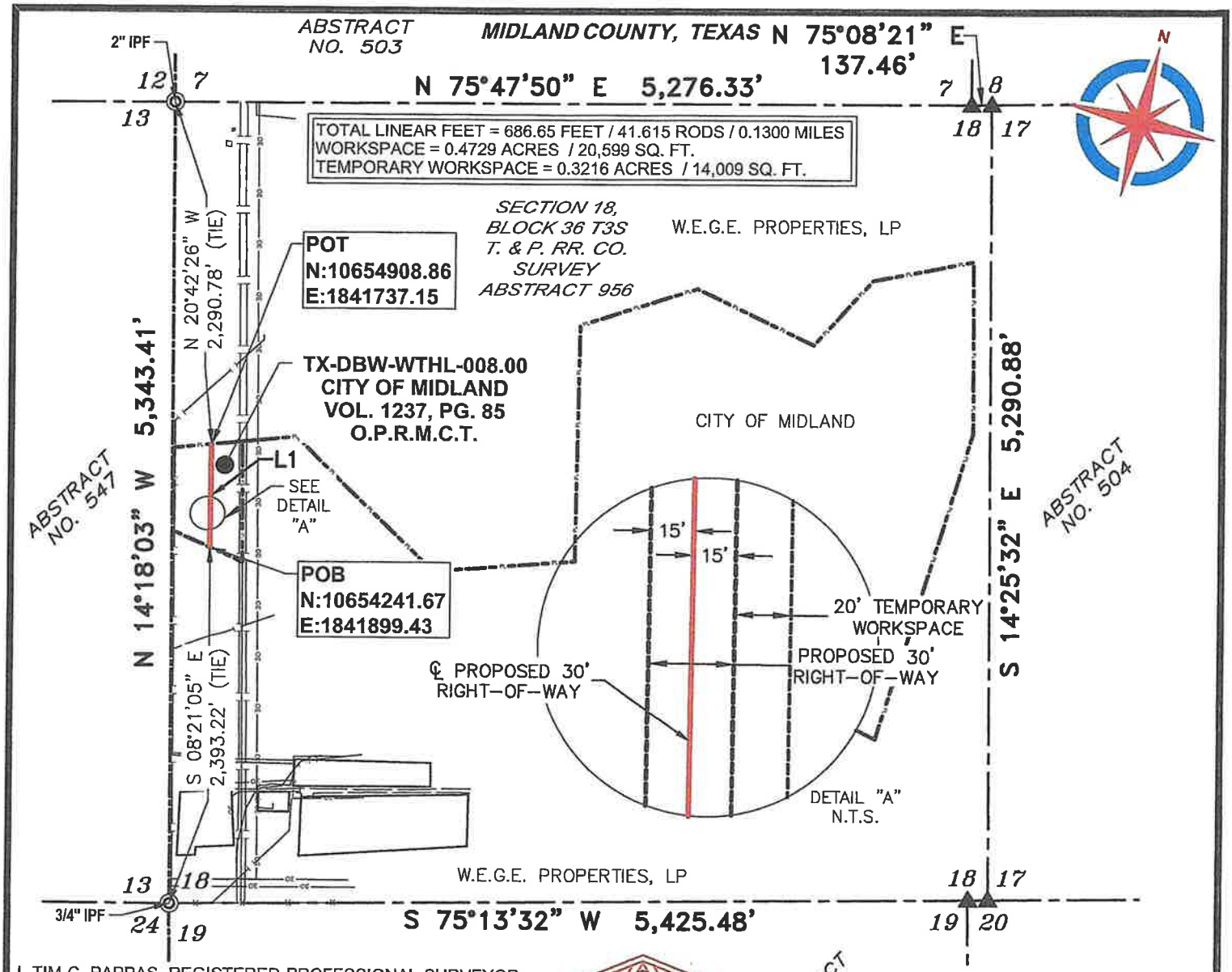
TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

3/20/2026 3:37 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-006.000\20260217\TX-DBW-WTHL-006.000-REV0.dwg

EXHIBIT "A"



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

CENTERLINE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 13°40'14" W	686.65'

DEEP BLUE

Situated in the
SECTION 18, BLOCK 36 T3S, T. & P. RR. CO.
ABSTRACT 956; MIDLAND COUNTY, TEXAS

WTH LOOP

DEEP BLUE OPERATING I, LLC
PROPOSED PERMANENT EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 03/2/2026	REV.
CHECKED BY: CZ	DATE : 03/2/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 2	

3/20/2026 3:58 PM R BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-008.000\20260302\TX-DBW-WTHL-008.000-REV0.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 18, BLOCK 36 T3S, ABSTRACT 956

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide right-of-way located in **T. & P. R.R. CO. SURVEY NO. 18, BLOCK 36 T3S, ABSTRACT 956**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1237, Page 85 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in a south line of said City of Midland tract, from which a 3/4-inch iron pipe found for the southwest corner of said Section 18, bears S 08°21'05" E, a distance of 2,393.22 feet;

THENCE N 13°40'14" W, a distance of **686.65** feet to the **POINT OF TERMINATION**, in a north line of said City of Midland tract, from which a 2-inch iron pipe found for the northwest corner of said Section 18, bears N 20°42'26" W, a distance of 2,290.78 feet, with said workspace containing 20,599 square feet or 0.4729 acres of land, more or less, said workspace having a centerline length of 686.65 feet or 41.615 rods.

Sidelines of said right-of-way shall be trimmed or extended to the south and north lines of the City of Midland tract.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

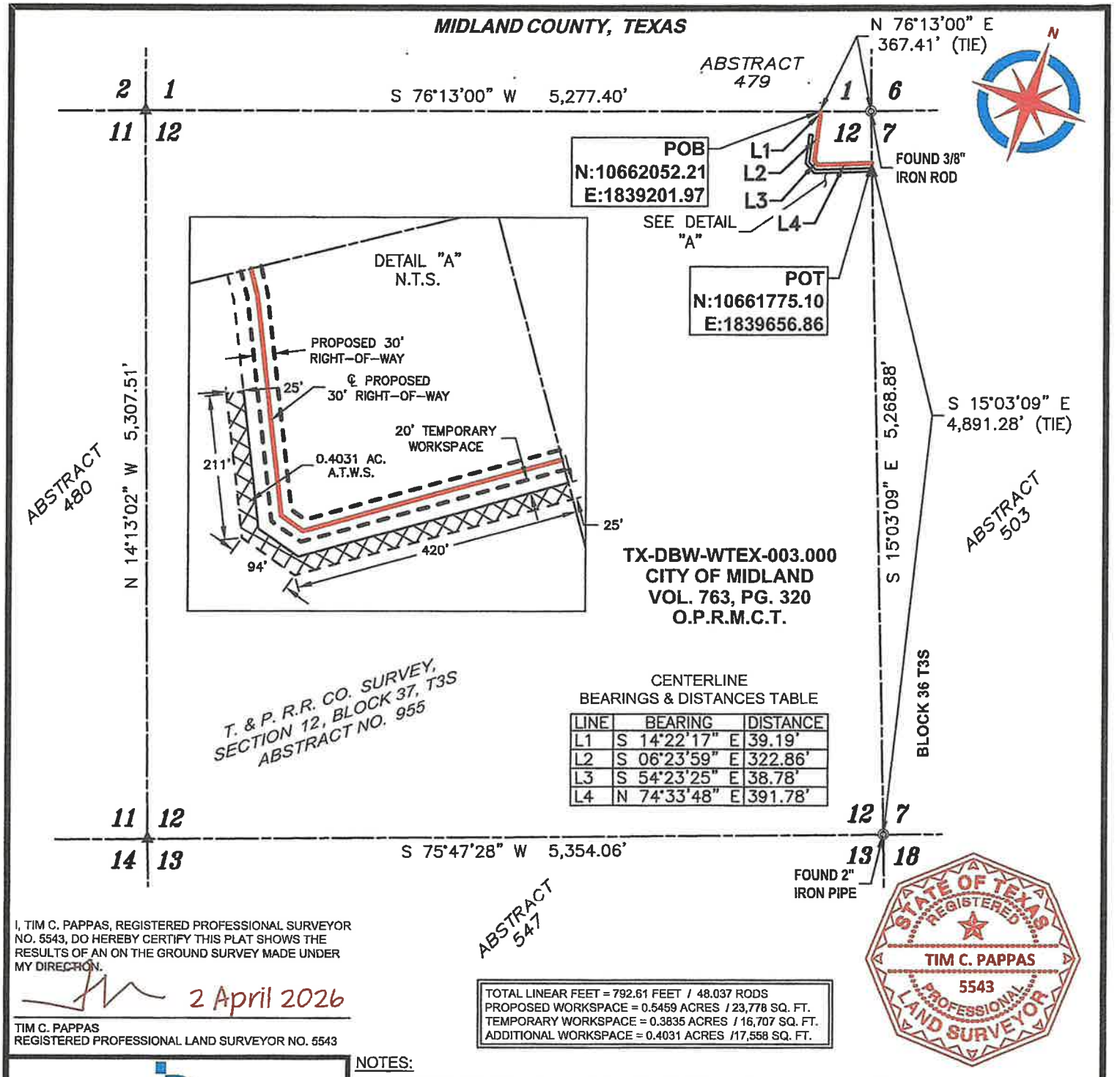


DEEP BLUE

3/20/2026 3:58 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-008.000\20260302\TX-DBW-WTHL-008.000-REV0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



CENTERLINE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	S 14°22'17" E	39.19'
L2	S 06°23'59" E	322.86'
L3	S 54°23'25" E	38.78'
L4	N 74°33'48" E	391.78'

TOTAL LINEAR FEET = 792.61 FEET / 48.037 RODS
PROPOSED WORKSPACE = 0.5459 ACRES / 23,778 SQ. FT.
TEMPORARY WORKSPACE = 0.3835 ACRES / 16,707 SQ. FT.
ADDITIONAL WORKSPACE = 0.4031 ACRES /17,558 SQ. FT.

I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

2 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

DEEP BLUE

Situated in the
SECTION 12, BLOCK 37 T3S,
T. & P. R.R. CO. SURVEY, ABSTRACT 955;
MIDLAND COUNTY, TEXAS

WTH TO MM EXT

CITY OF MIDLAND
RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS CENTERAL, ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1"=1000'

DRAWN BY: WF	DATE : 03/30/2026	REV. 0
CHECKED BY: CZ	DATE : 03/31/2026	
PROJECT # 26-01-6279	SHEET 1 OF 2	

4/2/2026 10:29 AM W.FORD Z:\2026\DEEP BLUE\26-01-6279_WTH to MM Option 2\PLATS\WTH TO MM EXTENSION\TX-DBW-WTEX-003.000\20260331\TX-DBW-WTEX-003.000.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
SECTION 12, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 955

DEEP BLUE OPERATING I, LLC
WTH TO MM EXT
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE CENTERLINE DESCRIPTION

A centerline description of a proposed 30 foot-wide right-of-way located in **SECTION 12, BLOCK 37 T3S, T. & P. R.R. CO., SURVEY, ABSTRACT 955,** Midland County, Texas; part of a tract of land described in deed to CITY OF MIDLAND as recorded in Volume 763, Page 320 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 30 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the north line of said Section 12, from which a 3/8-inch iron rod found for the northeast corner of said Section 12, bears N 76°13'00" E, a distance of 367.41 feet;

THENCE: S 14°22'17" E, a distance of 39.19 feet to a point;
THENCE: S 06°23'59" E, a distance of 322.86 feet to a point;
THENCE: S 54°23'25" E, a distance of 38.78 feet to a point;

THENCE: N 74°33'48" E, a distance of 391.78 **feet** to the **POINT OF TERMINATION** in the east line of said Section 12, from which a 2-inch iron pipe found for the southeast corner of said Section 12, bears S 15°03'09" E, a distance of 4,891.28 feet, with said workspace containing 23,778 square feet or 0.5459 acres of land, more or less, said workspace having a centerline length of 792.61 feet or 48.037 rods.

Sidelines of said workspace shall be trimmed or extended to meet the north and east lines of said tract.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

2 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

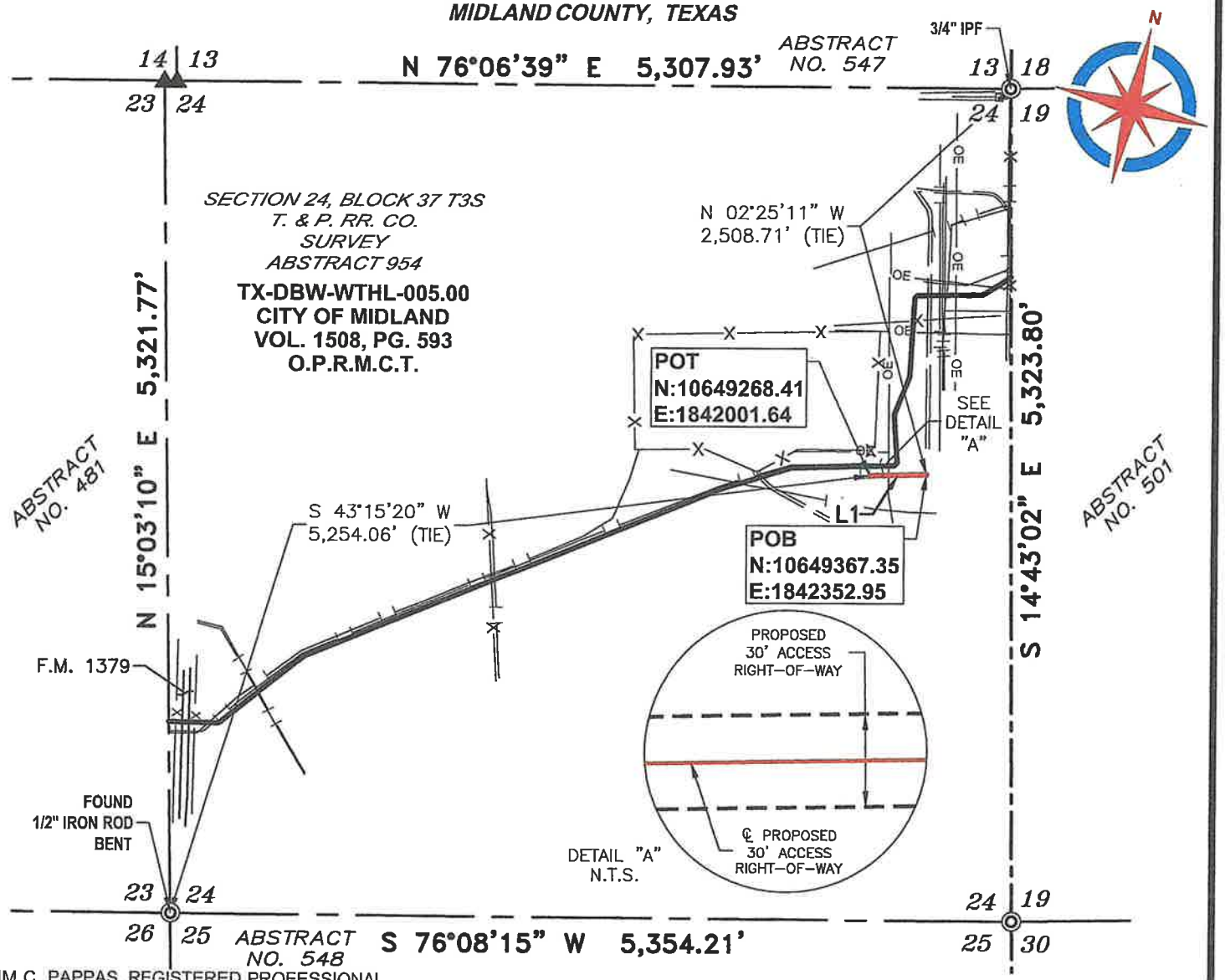
STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

DEEP BLUE

4/2/2026 10:29 AM W.FORD Z:\2026\DEEP BLUE\26-01-6279_WTH to MM Option 2\PLATS\WTH TO MM EXTENSION\TX-DBW-WTEX-003.000\20260331\TX-DBW-WTEX-003.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

7 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

TOTAL LINEAR FEET = 364.97 FEET / 22.119 RODS
WORKSPACE = 0.2513 ACRES / 10,948 SQ. FT.

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

CENTERLINE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	S 74°16'15" W	364.97'

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION 24, BLOCK 37 T3S, ABSTRACT 954; MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
ACCESS RIGHT-OF-WAY

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 4/6/2026	REV.
CHECKED BY: CZ	DATE : 4/6/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 2	

4/7/2026 7:18 AM W.FORD Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260406\TX-DBW-WTHL-005.000-ACCESS-R0.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE ACCESS RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide access right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING at a point in said Section 24, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 02°25'11" W, a distance of 2,508.71 feet;

THENCE S 74°16'15" W, a distance of 364.97 feet to the **POINT OF TERMINATION**, from which a 1/2-inch iron rod bent found for the southwest corner of said Section 24, bears S 43°15'20" W, a distance of 5,254.06 feet, with said workspace containing 10,948 square feet or 0.2513 acres of land, more or less, said workspace having a centerline length of 364.97 feet or 22.119 rods.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

7 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

4/7/2026 7:18 AM W.FORD Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260406\TX-DBW-WTHL-005.000-ACCESS-R0.dwg

MEMORANDUM OF RIGHT OF WAY LICENSE

THIS MEMORANDUM OF RIGHT OF WAY LICENSE (this "Memorandum") is entered into effective as of the _____ day of July, 2024 (the "Effective Date"), between **CITY OF MIDLAND, TEXAS, a home-rule municipal corporation** whose address is PO Box 1152, Midland, TX 79702 ("Licensor"), and **Deep Blue Operating I LLC**, a limited liability company with an address of 4 Waterway Square Place, Suite 300, The Woodlands, TX 77380 ("Licensee"). Licensor and Licensee are hereinafter sometimes referred to singularly as a "Party" and collectively as the "Parties." Capitalized terms used in this Memorandum but not defined herein have the meaning ascribed to such terms in the License (as defined below).

RECITALS

WHEREAS, Licensor and Licensee entered into that certain Right of Way License, dated effective _____ day of _____, 2026 (as such agreement may be modified or amended and restated from time to time, the "Agreement"), pursuant to which Licensor has granted Licensee a right of way license on the lands more particularly described on **Exhibit A** (the "Lands"), for the purposes described in Section 2 below; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of Midland County, Texas, to give notice of the existence of the Agreement and certain provisions contained therein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice. Notice is hereby given of the existence of the Agreement and all of its terms, covenants and conditions to the same extent as if the Agreement was fully set forth herein. Certain provisions of the Agreement are summarized in Sections 2 and 3 below.

2. Grant of Rights. Under the Agreement, Licensor has granted and conveyed to Licensee an right of way license the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, one (1) polyethylene pipeline, not to exceed twenty-four (24) inches in diameter, to be used solely and exclusively for the transportation of produced water, a 22kV overhead power line, a 6,098.4 square foot surface connection site, an access road not to exceed thirty (30) feet in width, and to have rights of ingress and egress.

3. Covenant Running with the Land. The Agreement, and the rights granted thereunder and obligations contained therein, are covenants running with the Lands and shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.

4. No Amendment to Agreement. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Agreement or any other transaction document entered into by the Parties in connection with the Agreement in any way. Notwithstanding anything herein to the contrary, in the event of a conflict between the provisions of the Agreement and this Memorandum, the provisions of the agreement shall control in all respects.

5. Execution in Counterparts; Amendment. This Memorandum may be executed in counterparts, including by electronic transmission, each of which so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. The terms of this Memorandum may only be modified or amended by an instrument in writing, fully executed by Licensor and Licensee.

[*Signature Page Follows*]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this Memorandum as of their respective acknowledgments.

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

[Signature Page to Memorandum of Right of Way License]

LICENSEE:
DEEP BLUE OPERATING I LLC

By:_____
Printed Name: RobRoy McDonald
Title: Vice President of Land

THE STATE OF Texas §
§
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 13th day of July, 2026 personally appeared RobRoy McDonald an officer of Deep Blue Operating I 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 13th day of July, 2026.

CINDY GOMEZ
Notary ID #129227825
My Commission Expires
August 23, 2027

_____
Notary Public, State of Texas

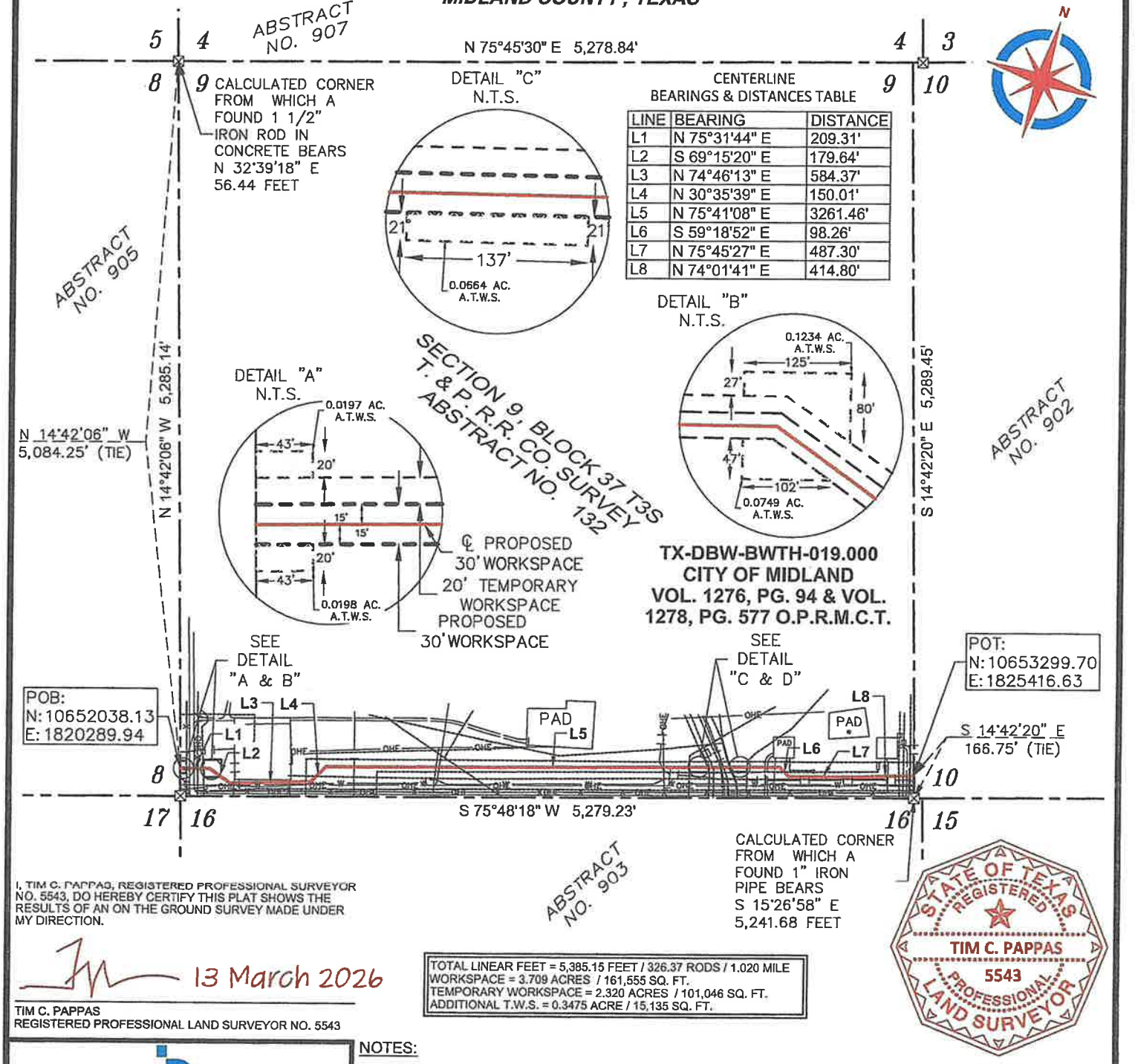
Exhibit A

Lands

(See attached.)

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

13 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

TOTAL LINEAR FEET = 5,385.15 FEET / 326.37 RODS / 1.020 MILE
WORKSPACE = 3.709 ACRES / 161,555 SQ. FT.
TEMPORARY WORKSPACE = 2.320 ACRES / 101,046 SQ. FT.
ADDITIONAL T.W.S. = 0.3475 ACRE / 15,135 SQ. FT.

DEEP BLUE

Situated in
SECTION 9, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 132
MIDLAND COUNTY, TEXAS

BR to WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

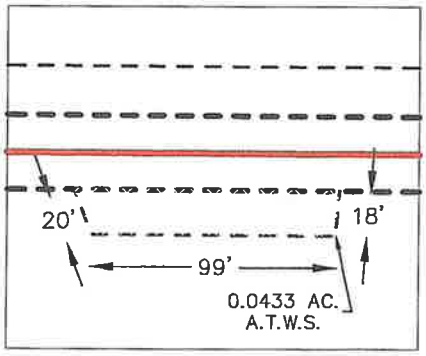
DRAWN BY: CP	DATE: 02/18/2026	REV.
CHECKED BY: CZ	DATE: 02/19/2026	0
PROJECT ID: 26-01-6275		PAGE 1 OF 3

3/3/2026 10:23 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-019.000\20260218\TX-DBW-BWTH-019.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS

DETAIL "D"
N.T.S.



TOTAL LINEAR FEET = 5,385.15 FEET / 326.37 RODS / 1.020 MILES
WORKSPACE = 3.709 ACRES / 161,555 SQ. FT.
TEMPORARY WORKSPACE = 2.320 ACRES / 101,046 SQ. FT.
ADDITIONAL T.W.S. = 0.3475 ACRE / 15,135 SQ. FT.

DEEP BLUE

Situated in
SECTION 9, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 132
MIDLAND COUNTY, TEXAS

BR to WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: CP	DATE: 02/18/2026	REV.
CHECKED BY: CZ	DATE: 02/19/2026	0
PROJECT ID: 26-01-6275		PAGE 2 OF 3

3/3/2026 10:23 AM C PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0019.000\20260218\TX-DBW-BWTH-0019.000.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
SECTION 9, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 132

DEEP BLUE OPERATING I, LLC
BR to WTH
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A centerline description of a proposed 30 foot-wide permanent right-of-way being located in the **SECTION 9, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 132**, MIDLAND COUNTY County, TEXAS; part of a tract of land described in Deed to City Of Midland as recorded in Volume 1276, Page 94 & Volume 1278, Page 577 of the Official Public Records of MIDLAND COUNTY County, TEXAS; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel to said centerline and more particularly described as follows:

BEGINNING in the west line of said Section 9, from which a calculated corner for the northwest corner of said Section 9 bears N 14°42'06" W, a distance of 5,084.25 feet, from which a 1 1/2-inch iron rod in concrete found bears N 32°39'18" E, a distance of 56.44 feet;

THENCE N 75°31'44" E, a distance of **209.31 feet** to a point;
THENCE S 69°15'20" E, a distance of **179.64 feet** to a point;
THENCE N 74°46'13" E, a distance of **584.37 feet** to a point;
THENCE N 30°35'39" E, a distance of **150.01 feet** to a point;
THENCE N 75°41'08" E, a distance of **3,261.46 feet** to a point;
THENCE S 59°18'52" E, a distance of **98.26 feet** to a point;
THENCE N 75°45'27" E, a distance of **487.30 feet** to a point;

THENCE N 74°01'41" E, a distance of 414.80 feet to the **POINT OF TERMINATION**, from which a calculated corner for the southeast corner of said Section 9 bears S 14°42'20" E, a distance of 166.75 feet, from which a 1-inch iron pipe found bears S 15°26'58 E, a distance of 5,241.68 feet;, with said workspace containing 161,555 square feet or 3.709 acres of land, more or less, said workspace having a centerline length of 5,385.15 feet or 326.37 rods.

Sidelines of this workspace shall be trimmed or extended to meet the west and east lines of said Section 9.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

13 March 2026

TIM C. PAPPAS
PROFESSIONAL LAND SURVEYOR NO. 5543

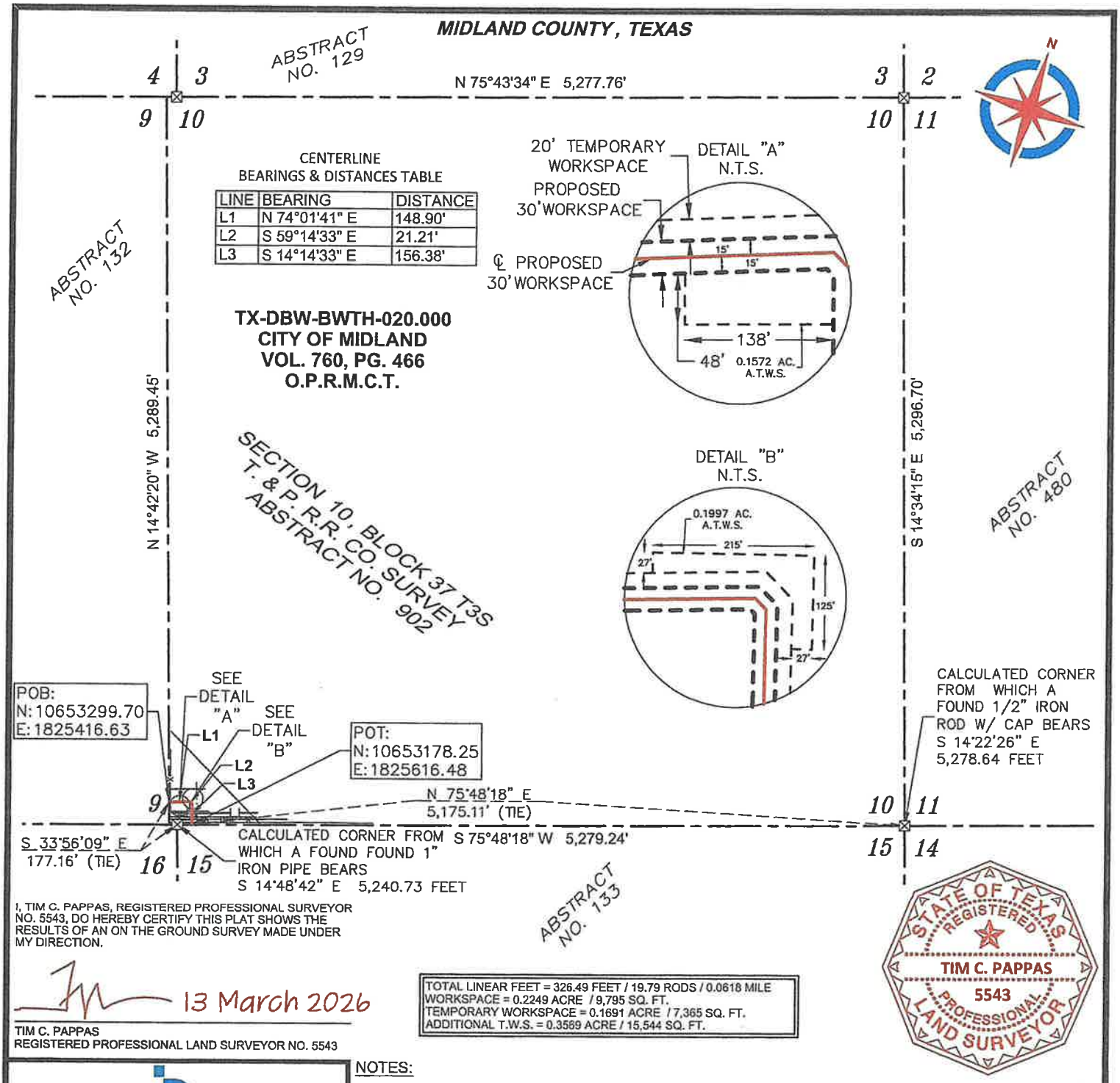


DEEP BLUE

3/3/2026 10:23 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0019.000\2026\0218\TX-DBW-BWTH-0019.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

13 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

TOTAL LINEAR FEET = 326.49 FEET / 19.79 RODS / 0.0618 MILE
WORKSPACE = 0.2249 ACRE / 9,795 SQ. FT.
TEMPORARY WORKSPACE = 0.1691 ACRE / 7,365 SQ. FT.
ADDITIONAL T.W.S. = 0.3589 ACRE / 15,544 SQ. FT.

DEEP BLUE

Situated in
SECTION 10, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 902
MIDLAND COUNTY, TEXAS

BR TO WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

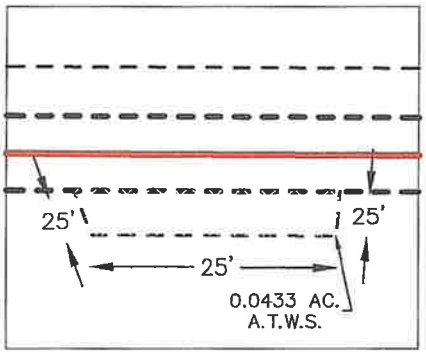
DRAWN BY: CP	DATE: 02/19/2026	REV.
CHECKED BY: CZ	DATE: 02/20/2026	0
PROJECT ID: 26-01-6275		PAGE 1 OF 2

3/3/2026 10:37 AM C:PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-020.000\20260219\TX-DBW-BWTH-020.000.dwg

EXHIBIT "A"

MIDLAND COUNTY COUNTY, TEXAS

DETAIL "D"
N.T.S.



TOTAL LINEAR FEET = 326.49 FEET / 19.79 RODS / 0.0618 MILES
WORKSPACE = 0.2249 ACRES / 9,795 SQ. FT.
TEMPORARY WORKSPACE = 0.1691 ACRES / 7,365 SQ. FT.
ADDITIONAL T.W.S. = 0.3569 ACRE / 15,544 SQ. FT.

DEEP BLUE

Situated in
SECTION 10, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 902
MIDLAND COUNTY, TEXAS

BR TO WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: CP	DATE: 02/19/2026	REV.
CHECKED BY: CZ	DATE: 02/19/2026	0
PROJECT ID: 26-01-6275		PAGE 2 OF 2

3/3/2026 10:37 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0020.000\20260219\TX-DBW-BWTH-0020.000.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
SECTION 10, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 902

DEEP BLUE OPERATING I, LLC
BR TO WTH
CITY OF MIDLAND

PROPOSED 30 FEET-WIDE RIGHT-OF-WAY

A centerline description of a proposed 30 feet-wide right-of-way being located in the **SECTION 10, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 902**, MIDLAND COUNTY County, TEXAS; part of a tract of land described in Deed to City Of Midland as recorded in Volume 760, Page 466 of the Official Public Records of MIDLAND COUNTY County, TEXAS; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel to said centerline and being more particularly described as follows:

BEGINNING in the west line of said Section 10, from which a calculated corner for the southwest corner of said Section 10 bears S 33°56'09" E, a distance of 177.16 feet, from which a 1-inch iron pipe found bears S 14°48'42" E, a distance of 5,240.73 feet;

THENCE N 74°01'41" E, a distance of **148.90 feet** to a point;
THENCE S 59°14'33" E, a distance of **21.21 feet** to a point;

THENCE S 14°14'33" E, a distance of 156.38 feet to the **POINT OF TERMINATION**, from which a calculated corner for the southeast corner of said Section 10 bears N 75°48'18" E, a distance of 5,175.11 feet, from which a 1/2-inch iron rod with cap found bears S 14°22'26" E, a distance of 5,278.65 feet;, with said workspace containing 9,795 square feet or 0.2249 acre of land, more or less, said workspace having a centerline length of 326.49 feet or 19.79 rods.

Sidelines of this workspace shall be trimmed or extended to meet the west and south lines of said Section 10.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

13 March 2026

TIM C. PAPPAS
PROFESSIONAL LAND SURVEYOR NO. 5543

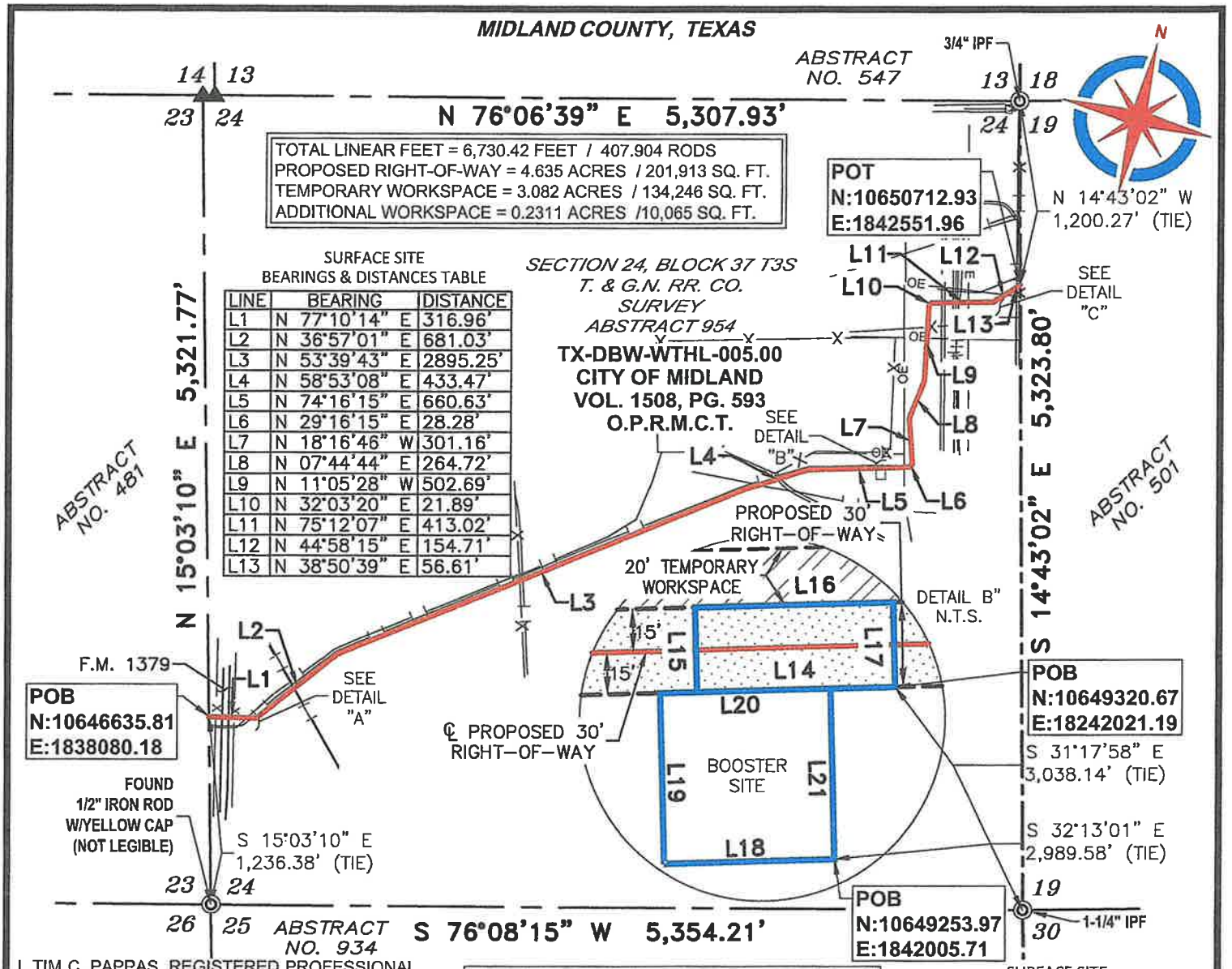


DEEP BLUE

3/3/2026 10:37 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0020.000\20260216\TX-DBW-BWTH-0020.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



SURFACE SITE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 77°10'14" E	316.96'
L2	N 36°57'01" E	681.03'
L3	N 53°39'43" E	2895.25'
L4	N 58°53'08" E	433.47'
L5	N 74°16'15" E	660.63'
L6	N 29°16'15" E	28.28'
L7	N 18°16'46" W	301.16'
L8	N 07°44'44" E	264.72'
L9	N 11°05'28" W	502.69'
L10	N 32°03'20" E	21.89'
L11	N 75°12'07" E	413.02'
L12	N 44°58'15" E	154.71'
L13	N 38°50'39" E	56.61'

I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

SURFACE SITE = 0.0551 ACRES / 2,400 SQ. FT

BOOSTER SITE = 0.0826 ACRES / 3,600 SQ. FT

SURFACE SITE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L14	S 74°16'15" W	80.00'
L15	N 15°43'45" W	30.00'
L16	N 74°16'15" E	80.00'
L17	S 15°43'45" E	30.00'

BOOSTER SITE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L18	S 74°16'15" W	60.00'
L19	N 15°43'45" W	60.00'
L20	N 74°16'15" E	60.00'
L21	S 15°43'45" E	60.00'

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN any WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION NO. 24, BLOCK 37 T3S, ABSTRACT 954; MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

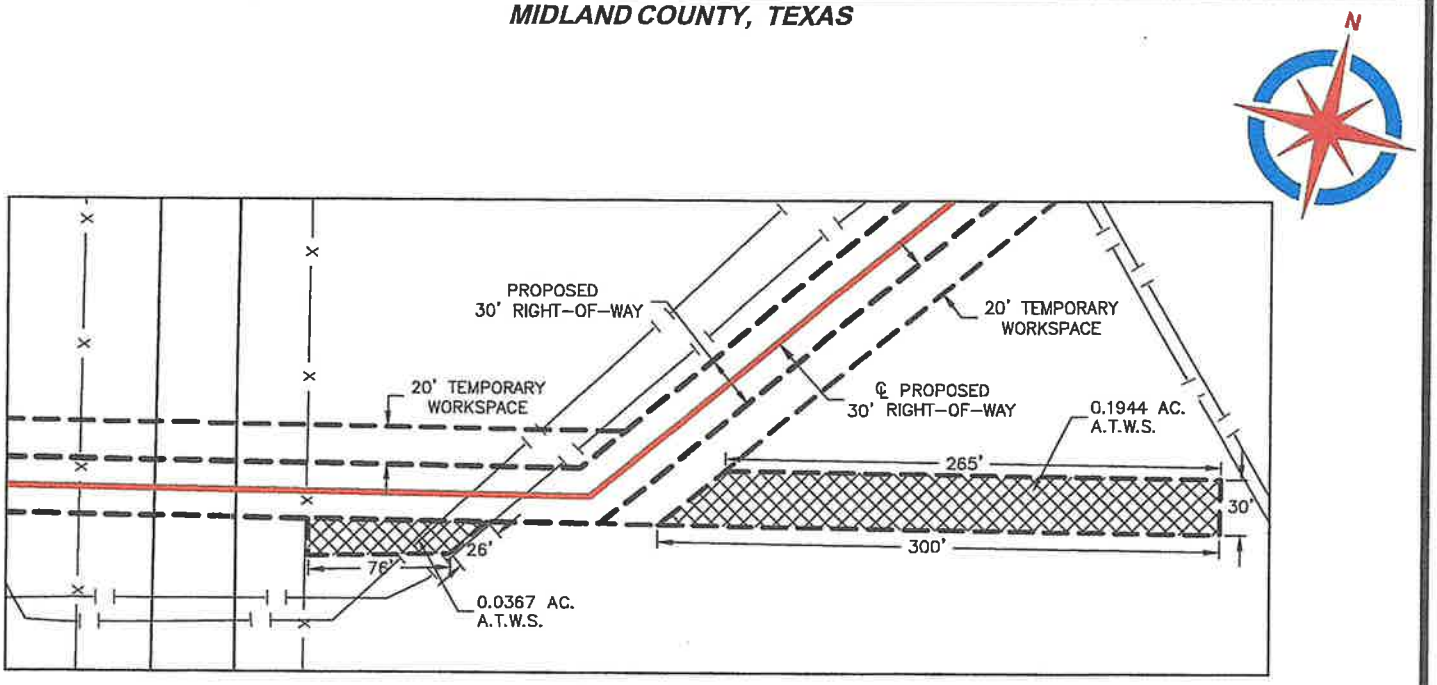
0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV. 0
CHECKED BY: CZ	DATE : 02/18/2026	
PROJECT # 26-01-6277	SHEET 1 OF 5	

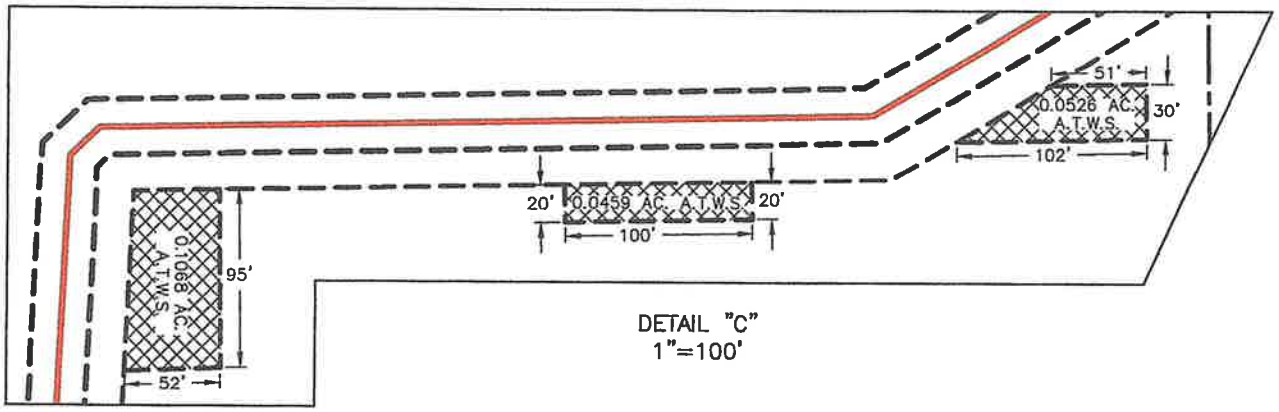
4/1/2026 6:07 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260401_R0\TX-DBW-WTHL-005.000-R0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



DETAIL "A"
1"=100'



DETAIL "C"
1"=100'

TOTAL LINEAR FEET = 6,730.42 FEET / 407.904 RODS
PROPOSED RIGHT-OF-WAY = 4.635 ACRES / 201,913 SQ. FT.
TEMPORARY WORKSPACE = 3.082 ACRES / 134,246 SQ. FT.
ADDITIONAL WORKSPACE = 0.2311 ACRES /10,065 SQ. FT.

SURFACE SITE = 0.0551 ACRES / 2,400 SQ. FT

BOOSTER SITE = 0.0826 ACRES / 3,600 SQ. FT

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION NO. 24,
BLOCK 37 T3S, ABSTRACT 954; MIDLAND
COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN any WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF-WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV. 0
CHECKED BY: CZ	DATE : 02/18/2026	
PROJECT # 26-01-6277	SHEET 2 OF 5	

4/1/2026 5:33 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260401_R0\TX-DBW-WTHL-005.000-R0.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the west line of said Section 24, from which a 1/2-inch iron rod with yellow cap (not legible) found for the southwest corner of said Section 24, bears S 15°03'10" E, a distance of 1,236.38 feet;

THENCE: N 77°10'14" E, a distance of **316.96** feet to a point;
THENCE: N 36°57'01" E, a distance of **381.03** feet to a point;
THENCE: N 53°39'43" E, a distance of **2,895.25** feet to a point;
THENCE: N 58°53'08" E, a distance of **433.47** feet to a point;
THENCE: N 74°16'15" E, a distance of **660.63** feet to a point;
THENCE: N 29°16'15" E, a distance of **28.28** feet to a point;
THENCE: N 18°16'46" W, a distance of **301.16** feet to a point;
THENCE: N 07°44'44" E, a distance of **264.72** feet to a point;
THENCE: N 11°05'28" W, a distance of **502.69** feet to a point;
THENCE: N 32°03'20" E, a distance of **21.89** feet to a point;
THENCE: N 75°12'07" E, a distance of **413.02** feet to a point;
THENCE: N 44°58'15" E, a distance of **154.71** feet to a point;

THENCE N 38°50'39" E, a distance of 56.61' feet to the **POINT OF TERMINATION**, in the east line of said Section 24, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 14°43'02" W, a distance of 1,200.27 feet, with said workspace containing 201,913 square feet or 4.635 acres of land, more or less, said workspace having a centerline length of 6,730.42 feet or 407.904 rods.

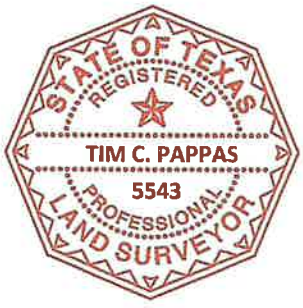
Sidelines of this workspace shall be trimmed or extended to meet the east and west lines of said Section 24.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

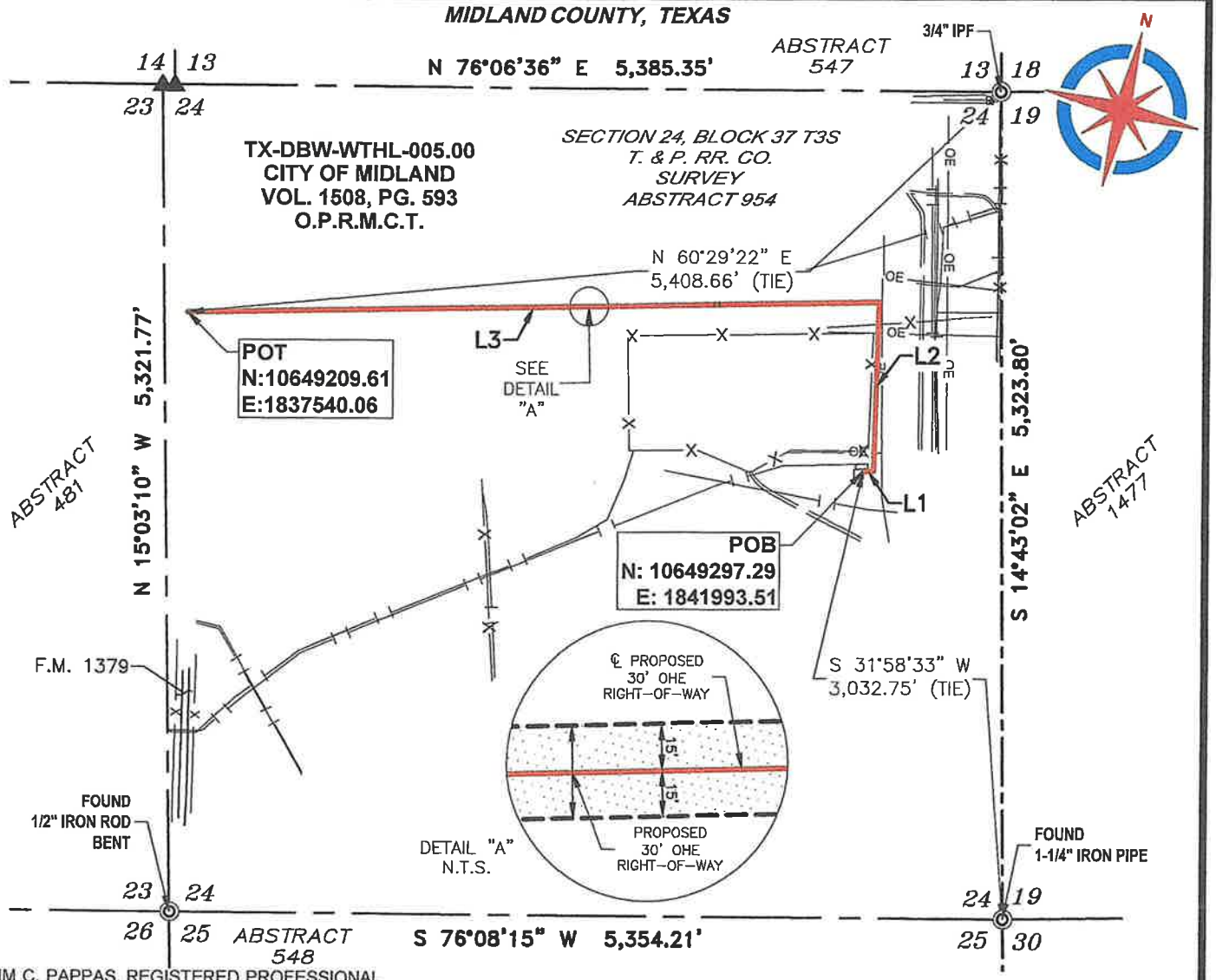


DEEP BLUE

4/1/2026 5:33 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260401_R0\TX-DBW-WTHL-005.000-R0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

27 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

TOTAL LINEAR FEET = 5,587.89 FEET / 338.66 RODS
WORKSPACE = 3.848 ACRES / 167,637 SQ. FT.

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

CENTERLINE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 74°16'15" E	67.42'
L2	N 12°34'27" W	1082.80'
L3	S 74°48'35" W	4437.67'

DEEP BLUE

Situated in the
T. & P. RR. CO. SURVEY SECTION 24,
BLOCK 37 T3S, ABSTRACT 954; MIDLAND
COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
OHE RIGHT-OF-WAY

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE: 04/24/2026	REV. 1
CHECKED BY: JS	DATE: 04/24/2026	
PROJECT # 26-01-6277	SHEET 1 OF 2	

4/23/2026 5:00 PM J.SMITH Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260423-R1\TX-DBW-WTHL-005.000-OHE-R1.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE OHE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide OHE right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING at a point in said Section 24, from which a 1-1/4-INCH iron pipe found for the southeast corner of said Section 24, bears S 31°58'33" E, a distance of 3,032.75 feet;

THENCE: N 74°16'15" E, a distance of **67.42 feet** to a point;

THENCE: N 12°34'27" W, a distance of **1,082.80 feet** to a point;

THENCE S 74°48'35" W, a distance of **4,437.67 feet** to the **POINT OF TERMINATION**, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 60°29'22" E, a distance of 5,408.66 feet, with said workspace containing 167,637 square feet or 3.848 acres of land, more or less, said workspace having a centerline length of 5,587.89 feet or 338.66 rods.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

27 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

4/23/2026 5:00 PM J.SMITH Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260423-R1\TX-DBW-WTHL-005.000-OHE-R1.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED SURFACE SITE
METES AND BOUNDS DESCRIPTION

A metes and bounds description of a surface site being located in the **T & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said site more particularly described as follows:

BEGINNING at the southeast corner of this site, from which a 1/2-inch iron rod with yellow cap (not legible) found for the southeast corner of said Section 15, bears N 59°00'40" E, a distance of 4,148.65 feet;

THENCE N 80°37'05" W, a distance of **80.00** feet to a point;
THENCE N 09°22'55" E, a distance of **30.00** feet to a point;
THENCE S 80°37'05" E, a distance of **80.00** feet to a point;

THENCE S 13°28'32" E, a distance of **30.00** feet to the **POINT OF BEGINNING**, said site containing a total area of **2,400 square feet** or **0.0551 acres**, more or less.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED BOOSTER SITE
METES AND BOUNDS DESCRIPTION

A metes and bounds description of a booster site being located in the **T & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said site more particularly described as follows:

BEGINNING at the southeast corner of this site, from which a 1-1/4-inch iron pipe found for the southeast corner of said Section 24, bears S 32°13'01" E, a distance of 2,989.58 feet;

THENCE S 74°16'15" W, a distance of **60.00** feet to a point;
THENCE N 15°43'45" W, a distance of **60.00** feet to a point;
THENCE N 74°16'15" E, a distance of **60.00** feet to a point;

THENCE S 15°43'45" E, a distance of **60.00** feet to the **POINT OF BEGINNING**, said site containing a total area of **3,600 square feet** or **0.0826 acres**, more or less.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

3 April 2026

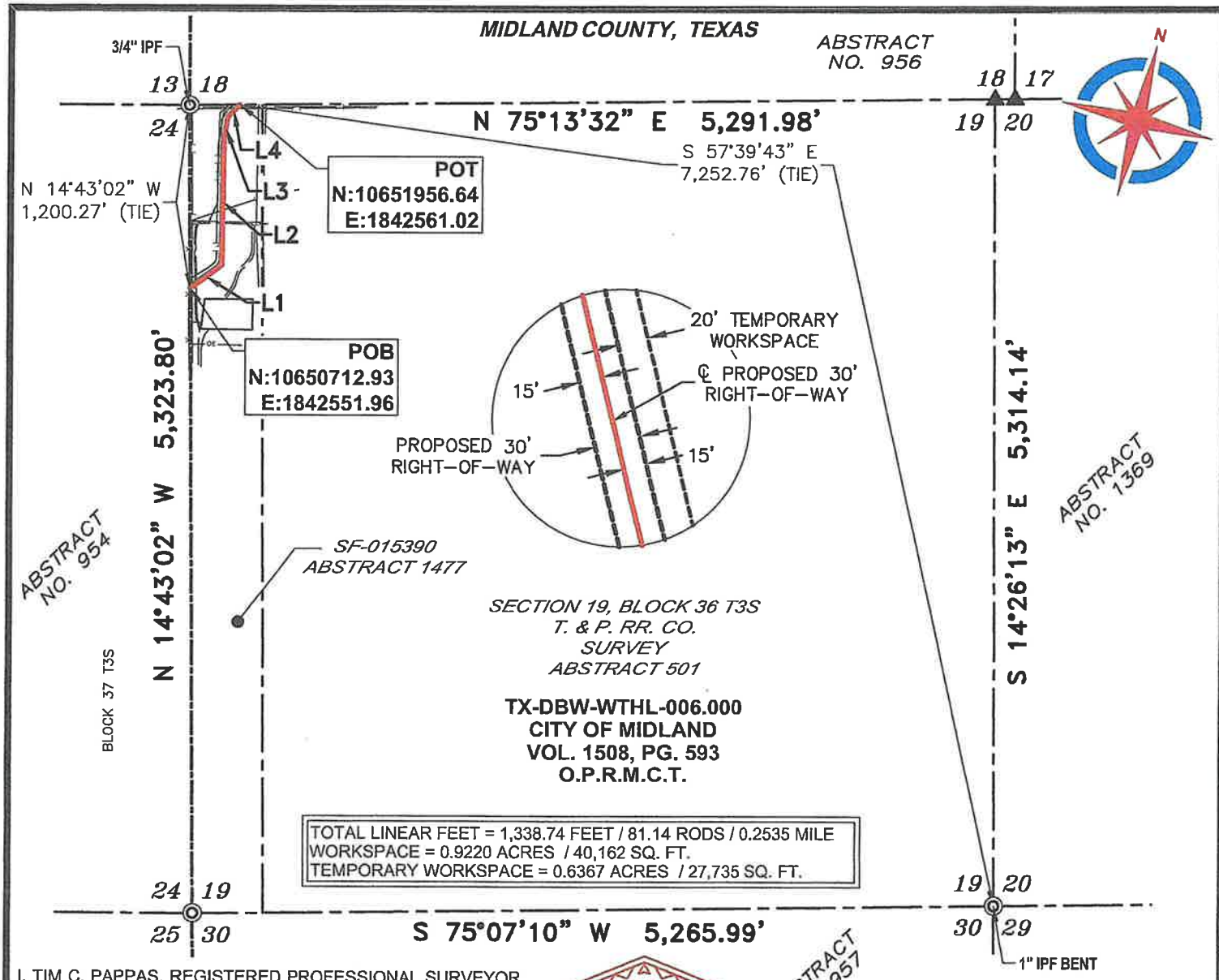
TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

SURFACE SITE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 38°50'39" E	255.10'
L2	N 13°39'23" W	821.66'
L3	N 05°24'28" W	145.38'
L4	N 29°07'46" E	116.61'

DEEP BLUE

Situated in the
SF - 015390,
ABSTRACT 1477
MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV.
CHECKED BY: CZ	DATE : 02/18/2026	0
PROJECT # 26-01-6277		SHEET 1 OF 2

3/20/2026 3:37 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-5277_WTH Loop\PLATS\TX-DBW-WTHL-006.000\20250217\TX-DBW-WTHL-006.000-REV0.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
SF - 015390, ABSTRACT 1477

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY

A Centerline description of a proposed 30 foot-wide right-of-way being located in **SF - 015390**, **ABSTRACT 1477**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the west line of said SF - 015390, from which a 3/4-inch iron pipe found for the northwest corner of said SF - 015390, bears N 14°43'02" W, a distance of 1,200.27 feet;

THENCE: N 38°50'39" E, a distance of **255.10 feet** to a point;
THENCE: N 13°39'23" W, a distance of **821.66 feet** to a point;
THENCE: N 05°24'28" W, a distance of **145.38 feet** to a point;

THENCE N 29°07'46" E, a distance of **116.61 feet** to the **POINT OF TERMINATION**, in the north line of said SF - 015390, from which a 1-inch iron pipe bent found for the southeast corner of said Section 19, bears S 57°39'43" E, a distance of 7,252.76 feet, with said workspace containing 40,162 square feet or 0.9220 acres of land, more or less, said right-of-way having a centerline length of 1,338.74 feet or 81.14 rods.

Sidelines of this right-of-way shall be extended or trimmed to meet the west and north lines of SF - 015390.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

23 March 2026

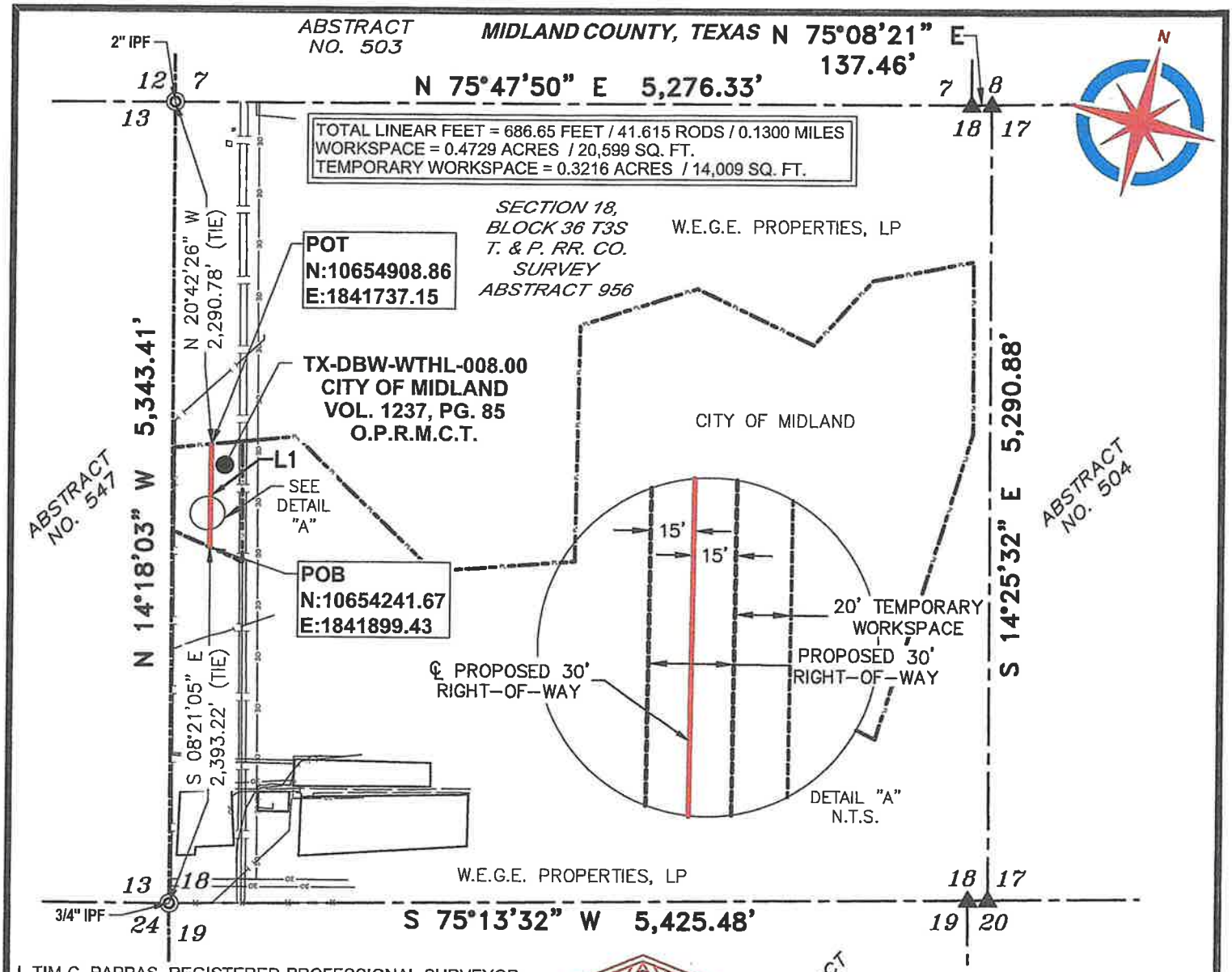
TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

3/20/2026 3:37 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-006.000\20260217\TX-DBW-WTHL-006.000-REV0.dwg

EXHIBIT "A"



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

CENTERLINE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 13°40'14" W	686.65'

DEEP BLUE

Situated in the
SECTION 18, BLOCK 36 T3S, T. & P. RR. CO.
ABSTRACT 956; MIDLAND COUNTY, TEXAS

WTH LOOP

DEEP BLUE OPERATING I, LLC
PROPOSED PERMANENT EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 03/2/2026	REV.
CHECKED BY: CZ	DATE : 03/2/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 2	

3/20/2026 3:58 PM R BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-008.000\20260302\TX-DBW-WTHL-008.000-REV0.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 18, BLOCK 36 T3S, ABSTRACT 956

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide right-of-way located in **T. & P. R.R. CO. SURVEY NO. 18, BLOCK 36 T3S, ABSTRACT 956**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1237, Page 85 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in a south line of said City of Midland tract, from which a 3/4-inch iron pipe found for the southwest corner of said Section 18, bears S 08°21'05" E, a distance of 2,393.22 feet;

THENCE N 13°40'14" W, a distance of **686.65** feet to the **POINT OF TERMINATION**, in a north line of said City of Midland tract, from which a 2-inch iron pipe found for the northwest corner of said Section 18, bears N 20°42'26" W, a distance of 2,290.78 feet, with said workspace containing 20,599 square feet or 0.4729 acres of land, more or less, said workspace having a centerline length of 686.65 feet or 41.615 rods.

Sidelines of said right-of-way shall be trimmed or extended to the south and north lines of the City of Midland tract.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

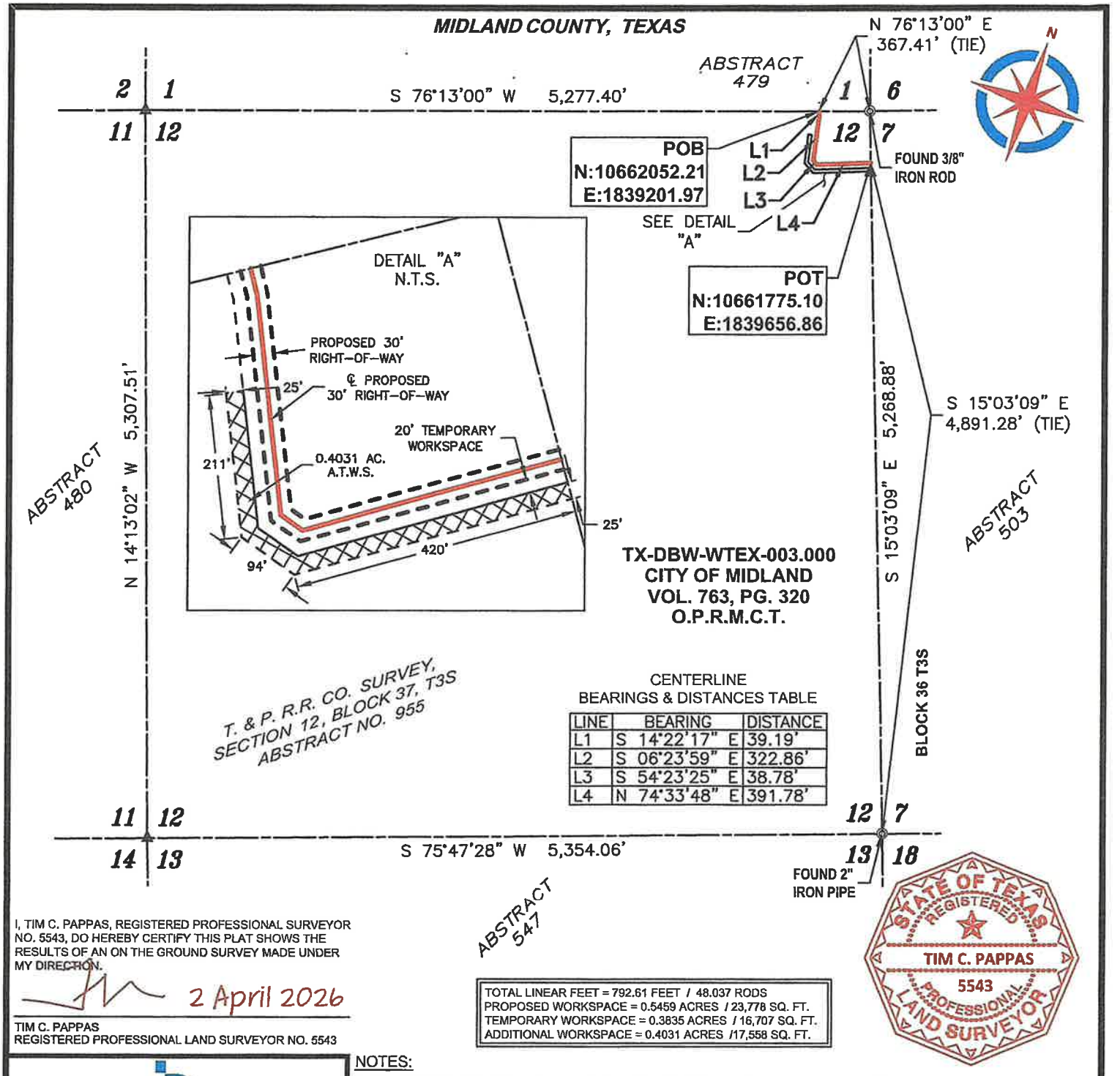


DEEP BLUE

3/20/2026 3:58 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-008.000\20260302\TX-DBW-WTHL-008.000-REV0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



CENTERLINE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	S 14°22'17" E	39.19'
L2	S 06°23'59" E	322.86'
L3	S 54°23'25" E	38.78'
L4	N 74°33'48" E	391.78'

I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

2 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

TOTAL LINEAR FEET = 792.61 FEET / 48.037 RODS
PROPOSED WORKSPACE = 0.5459 ACRES / 23,778 SQ. FT.
TEMPORARY WORKSPACE = 0.3835 ACRES / 16,707 SQ. FT.
ADDITIONAL WORKSPACE = 0.4031 ACRES /17,558 SQ. FT.

DEEP BLUE

Situated in the
SECTION 12, BLOCK 37 T3S,
T. & P. R.R. CO. SURVEY, ABSTRACT 955;
MIDLAND COUNTY, TEXAS

WTH TO MM EXT

CITY OF MIDLAND
RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS CENTERAL, ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

SCALE: 1"=1000' (0 — 500' — 1000')

DRAWN BY: WF	DATE : 03/30/2026	REV.
CHECKED BY: CZ	DATE : 03/31/2026	0
PROJECT # 26-01-6279	SHEET 1 OF 2	

4/2/2026 10:29 AM W.FORD Z:\2026\DEEP BLUE\26-01-6279_WTH to MM Option 2\PLATS\WTH TO MM EXTENSION\TX-DBW-WTEX-003.000\20260331\TX-DBW-WTEX-003.000.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
SECTION 12, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 955

DEEP BLUE OPERATING I, LLC
WTH TO MM EXT
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE CENTERLINE DESCRIPTION

A centerline description of a proposed 30 foot-wide right-of-way located in **SECTION 12, BLOCK 37 T3S, T. & P. R.R. CO., SURVEY, ABSTRACT 955,** Midland County, Texas; part of a tract of land described in deed to CITY OF MIDLAND as recorded in Volume 763, Page 320 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 30 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the north line of said Section 12, from which a 3/8-inch iron rod found for the northeast corner of said Section 12, bears N 76°13'00" E, a distance of 367.41 feet;

THENCE: S 14°22'17" E, a distance of 39.19 feet to a point;
THENCE: S 06°23'59" E, a distance of 322.86 feet to a point;
THENCE: S 54°23'25" E, a distance of 38.78 feet to a point;

THENCE: N 74°33'48" E, a distance of 391.78 **feet** to the **POINT OF TERMINATION** in the east line of said Section 12, from which a 2-inch iron pipe found for the southeast corner of said Section 12, bears S 15°03'09" E, a distance of 4,891.28 feet, with said workspace containing 23,778 square feet or 0.5459 acres of land, more or less, said workspace having a centerline length of 792.61 feet or 48.037 rods.

Sidelines of said workspace shall be trimmed or extended to meet the north and east lines of said tract.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

2 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

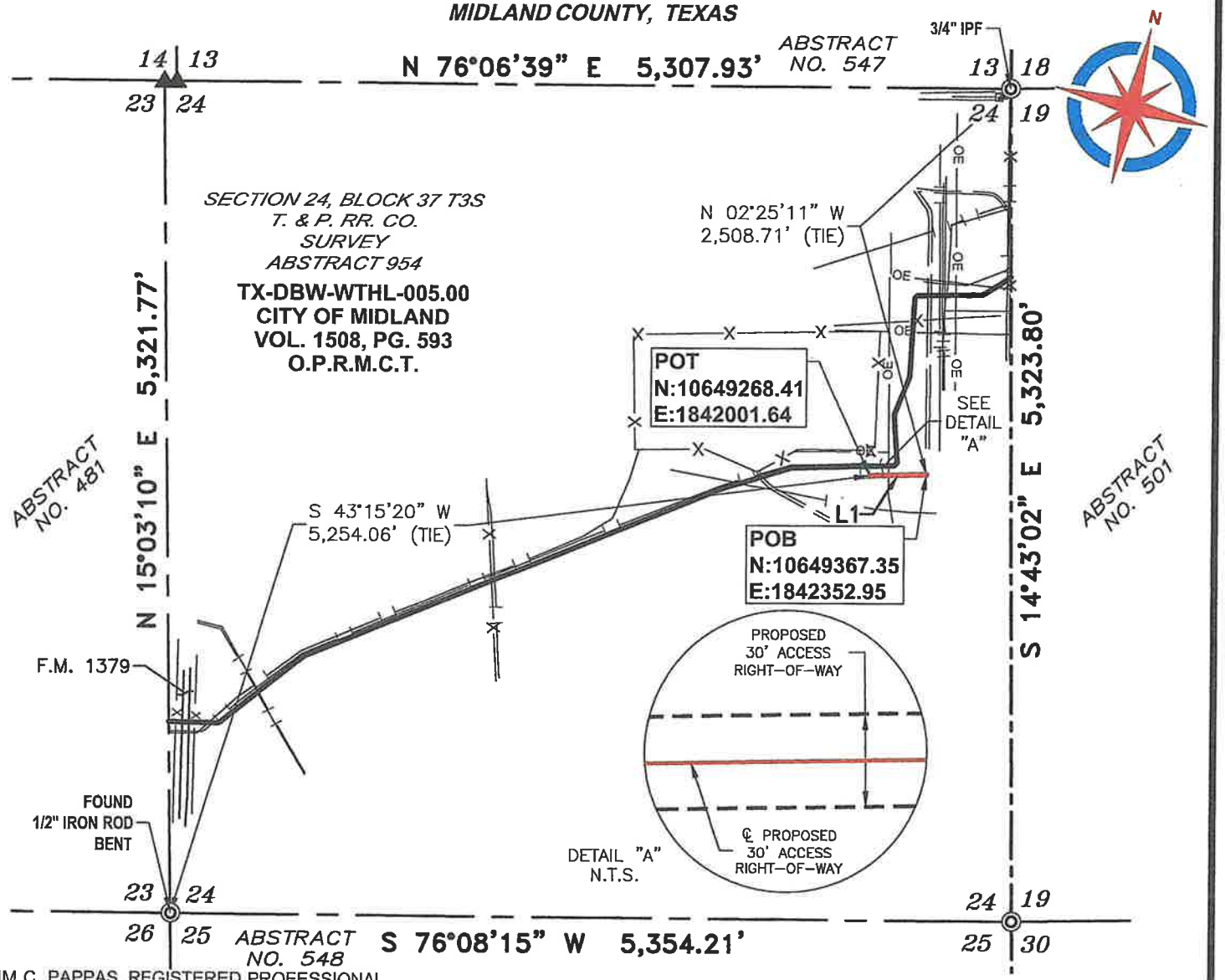
STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

DEEP BLUE

4/2/2026 10:29 AM W.FORD Z:\2026\DEEP BLUE\26-01-6279_WTH to MM Option 2\PLATS\WTH TO MM EXTENSION\TX-DBW-WTEX-003.000\20260331\TX-DBW-WTEX-003.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

7 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

TOTAL LINEAR FEET = 364.97 FEET / 22.119 RODS
WORKSPACE = 0.2513 ACRES / 10,948 SQ. FT.

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

CENTERLINE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	S 74°16'15" W	364.97'

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION 24, BLOCK 37 T3S, ABSTRACT 954; MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
ACCESS RIGHT-OF-WAY

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 4/6/2026	REV.
CHECKED BY: CZ	DATE : 4/6/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 2	

4/7/2026 7:18 AM W.FORD Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260406\TX-DBW-WTHL-005.000-ACCESS-R0.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE ACCESS RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide access right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING at a point in said Section 24, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 02°25'11" W, a distance of 2,508.71 feet;

THENCE S 74°16'15" W, a distance of 364.97 feet to the **POINT OF TERMINATION**, from which a 1/2-inch iron rod bent found for the southwest corner of said Section 24, bears S 43°15'20" W, a distance of 5,254.06 feet, with said workspace containing 10,948 square feet or 0.2513 acres of land, more or less, said workspace having a centerline length of 364.97 feet or 22.119 rods.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

7 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

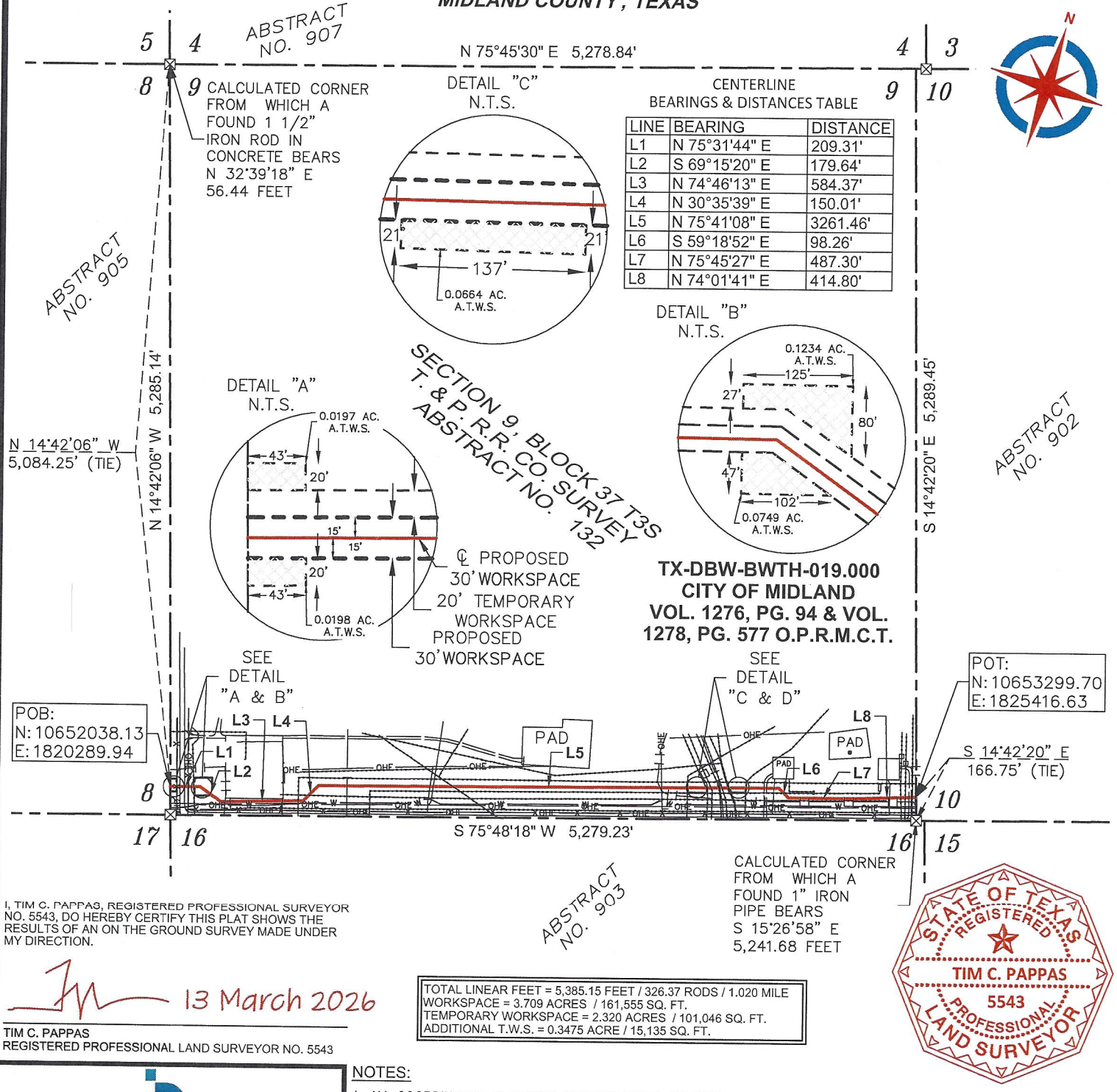


DEEP BLUE

4/7/2026 7:18 AM W.FORD Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260406\TX-DBW-WTHL-005.000-ACCESS-R0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

13 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

TOTAL LINEAR FEET = 5,385.15 FEET / 326.37 RODS / 1.020 MILE
WORKSPACE = 3.709 ACRES / 161,555 SQ. FT.
TEMPORARY WORKSPACE = 2.320 ACRES / 101,046 SQ. FT.
ADDITIONAL T.W.S. = 0.3475 ACRE / 15,135 SQ. FT.

DEEP BLUE

Situated in
SECTION 9, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 132
MIDLAND COUNTY, TEXAS

BR to WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

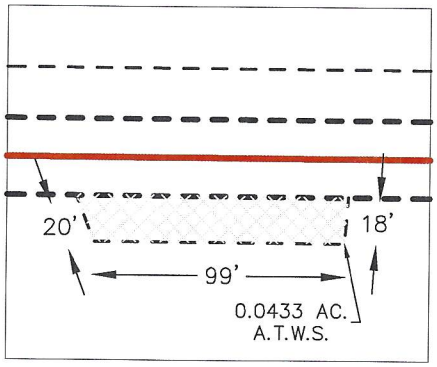
DRAWN BY: CP	DATE: 02/18/2026	REV.
CHECKED BY: CZ	DATE: 02/19/2026	0
PROJECT ID: 26-01-6275	PAGE 1 OF 3	

3/3/2026 10:23 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0019.000\20260218\TX-DBW-BWTH-0019.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS

DETAIL "D"
N.T.S.



TOTAL LINEAR FEET = 5,385.15 FEET / 326.37 RODS / 1.020 MILES
WORKSPACE = 3.709 ACRES / 161,555 SQ. FT.
TEMPORARY WORKSPACE = 2.320 ACRES / 101,046 SQ. FT.
ADDITIONAL T.W.S. = 0.3475 ACRE / 15,135 SQ. FT.

DEEP BLUE

Situated in
SECTION 9, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 132
MIDLAND COUNTY, TEXAS

BR to WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: CP	DATE : 02/18/2026	REV.
CHECKED BY: CZ	DATE : 02/19/2026	0
PROJECT ID: 26-01-6275	PAGE 2 OF 3	

3/3/2026 10:23 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0019.000\20260218\TX-DBW-BWTH-0019.000.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
SECTION 9, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 132

DEEP BLUE OPERATING I, LLC
BR to WTH
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A centerline description of a proposed 30 foot-wide permanent right-of-way being located in the **SECTION 9, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 132**, MIDLAND COUNTY County, TEXAS; part of a tract of land described in Deed to City Of Midland as recorded in Volume 1276, Page 94 & Volume 1278, Page 577 of the Official Public Records of MIDLAND COUNTY County, TEXAS; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel to said centerline and more particularly described as follows:

BEGINNING in the west line of said Section 9, from which a calculated corner for the northwest corner of said Section 9 bears N 14°42'06" W, a distance of 5,084.25 feet, from which a 1 1/2-inch iron rod in concrete found bears N 32°39'18" E, a distance of 56.44 feet;

THENCE N 75°31'44" E, a distance of **209.31 feet** to a point;
THENCE S 69°15'20" E, a distance of **179.64 feet** to a point;
THENCE N 74°46'13" E, a distance of **584.37 feet** to a point;
THENCE N 30°35'39" E, a distance of **150.01 feet** to a point;
THENCE N 75°41'08" E, a distance of **3,261.46 feet** to a point;
THENCE S 59°18'52" E, a distance of **98.26 feet** to a point;
THENCE N 75°45'27" E, a distance of **487.30 feet** to a point;

THENCE N 74°01'41" E, a distance of 414.80 feet to the **POINT OF TERMINATION**, from which a calculated corner for the southeast corner of said Section 9 bears S 14°42'20" E, a distance of 166.75 feet, from which a 1-inch iron pipe found bears S 15°26'58 E, a distance of 5,241.68 feet;, with said workspace containing 161,555 square feet or 3.709 acres of land, more or less, said workspace having a centerline length of 5,385.15 feet or 326.37 rods.

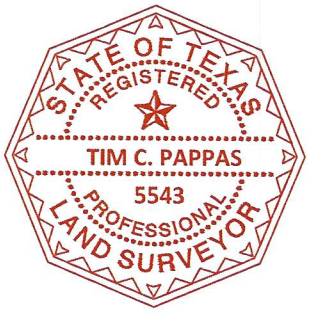
Sidelines of this workspace shall be trimmed or extended to meet the west and east lines of said Section 9.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

13 March 2026

TIM C. PAPPAS
PROFESSIONAL LAND SURVEYOR NO. 5543

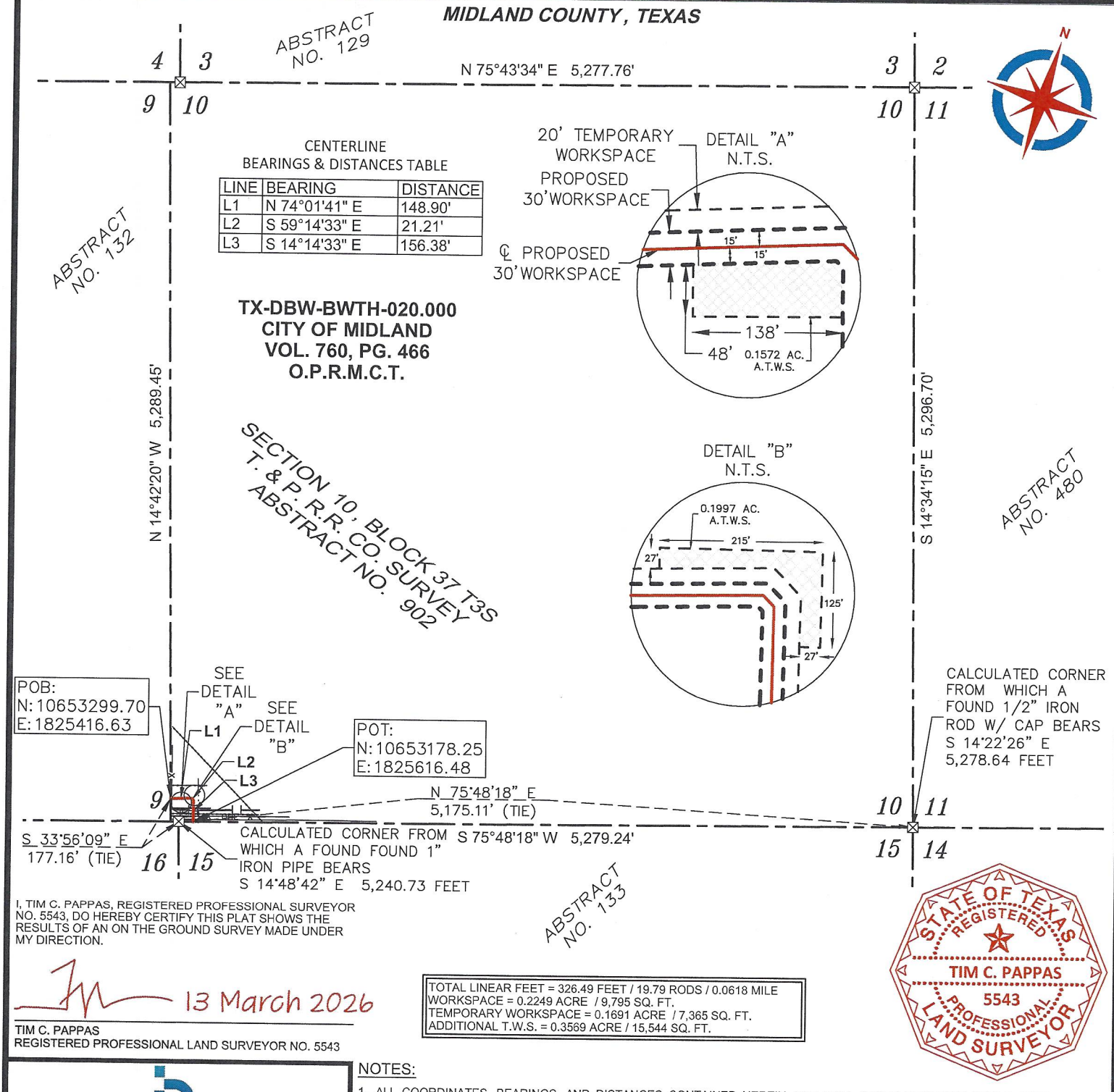


DEEP BLUE

3/3/2026 10:23 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0019.000\20260218\TX-DBW-BWTH-0019.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

13 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

TOTAL LINEAR FEET = 326.49 FEET / 19.79 RODS / 0.0618 MILE
WORKSPACE = 0.2249 ACRE / 9,795 SQ. FT.
TEMPORARY WORKSPACE = 0.1691 ACRE / 7,365 SQ. FT.
ADDITIONAL T.W.S. = 0.3569 ACRE / 15,544 SQ. FT.

DEEP BLUE

Situated in
SECTION 10, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 902
MIDLAND COUNTY, TEXAS

BR TO WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- R/W RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OHE OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- W WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

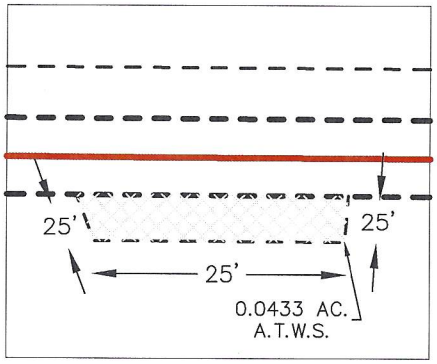
DRAWN BY: CP	DATE: 02/19/2026	REV.
CHECKED BY: CZ	DATE: 02/20/2026	0
PROJECT ID: 26-01-6275	PAGE 1 OF 2	

3/3/2026 10:37 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0020.000\20260219\TX-DBW-BWTH-0020.000.dwg

EXHIBIT "A"

MIDLAND COUNTY COUNTY, TEXAS

DETAIL "D"
N.T.S.



TOTAL LINEAR FEET = 326.49 FEET / 19.79 RODS / 0.0618 MILES
WORKSPACE = 0.2249 ACRES / 9,795 SQ. FT.
TEMPORARY WORKSPACE = 0.1691 ACRES / 7,365 SQ. FT.
ADDITIONAL T.W.S. = 0.3569 ACRE / 15,544 SQ. FT.

DEEP BLUE

Situated in
SECTION 10, BLOCK 37 T3S
T. & P. R.R. CO. SURVEY
ABSTRACT NO. 902
MIDLAND COUNTY, TEXAS

BR TO WTH

CITY OF MIDLAND
PROPOSED RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PERMANENT WORKSPACE
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: CP	DATE : 02/19/2026	REV.
CHECKED BY: CZ	DATE : 02/19/2026	0
PROJECT ID: 26-01-6275	PAGE 2 OF 2	

3/3/2026 10:37 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0020.000\20260219\TX-DBW-BWTH-0020.000.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
SECTION 10, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 902

DEEP BLUE OPERATING I, LLC
BR TO WTH
CITY OF MIDLAND

PROPOSED 30 FEET-WIDE RIGHT-OF-WAY

A centerline description of a proposed 30 feet-wide right-of-way being located in the **SECTION 10, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 902**, MIDLAND COUNTY County, TEXAS; part of a tract of land described in Deed to City Of Midland as recorded in Volume 760, Page 466 of the Official Public Records of MIDLAND COUNTY County, TEXAS; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel to said centerline and being more particularly described as follows:

BEGINNING in the west line of said Section 10, from which a calculated corner for the southwest corner of said Section 10 bears S 33°56'09" E, a distance of 177.16 feet, from which a 1-inch iron pipe found bears S 14°48'42" E, a distance of 5,240.73 feet;

THENCE N 74°01'41" E, a distance of **148.90 feet** to a point;
THENCE S 59°14'33" E, a distance of **21.21 feet** to a point;

THENCE S 14°14'33" E, a distance of 156.38 feet to the **POINT OF TERMINATION**, from which a calculated corner for the southeast corner of said Section 10 bears N 75°48'18" E, a distance of 5,175.11 feet, from which a 1/2-inch iron rod with cap found bears S 14°22'26" E, a distance of 5,278.65 feet;, with said workspace containing 9,795 square feet or 0.2249 acre of land, more or less, said workspace having a centerline length of 326.49 feet or 19.79 rods.

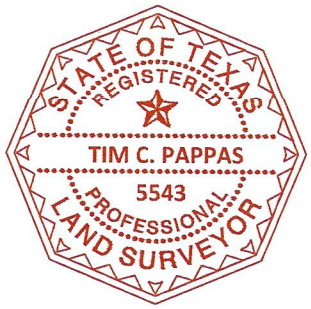
Sidelines of this workspace shall be trimmed or extended to meet the west and south lines of said Section 10.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

13 March 2026

TIM C. PAPPAS
PROFESSIONAL LAND SURVEYOR NO. 5543

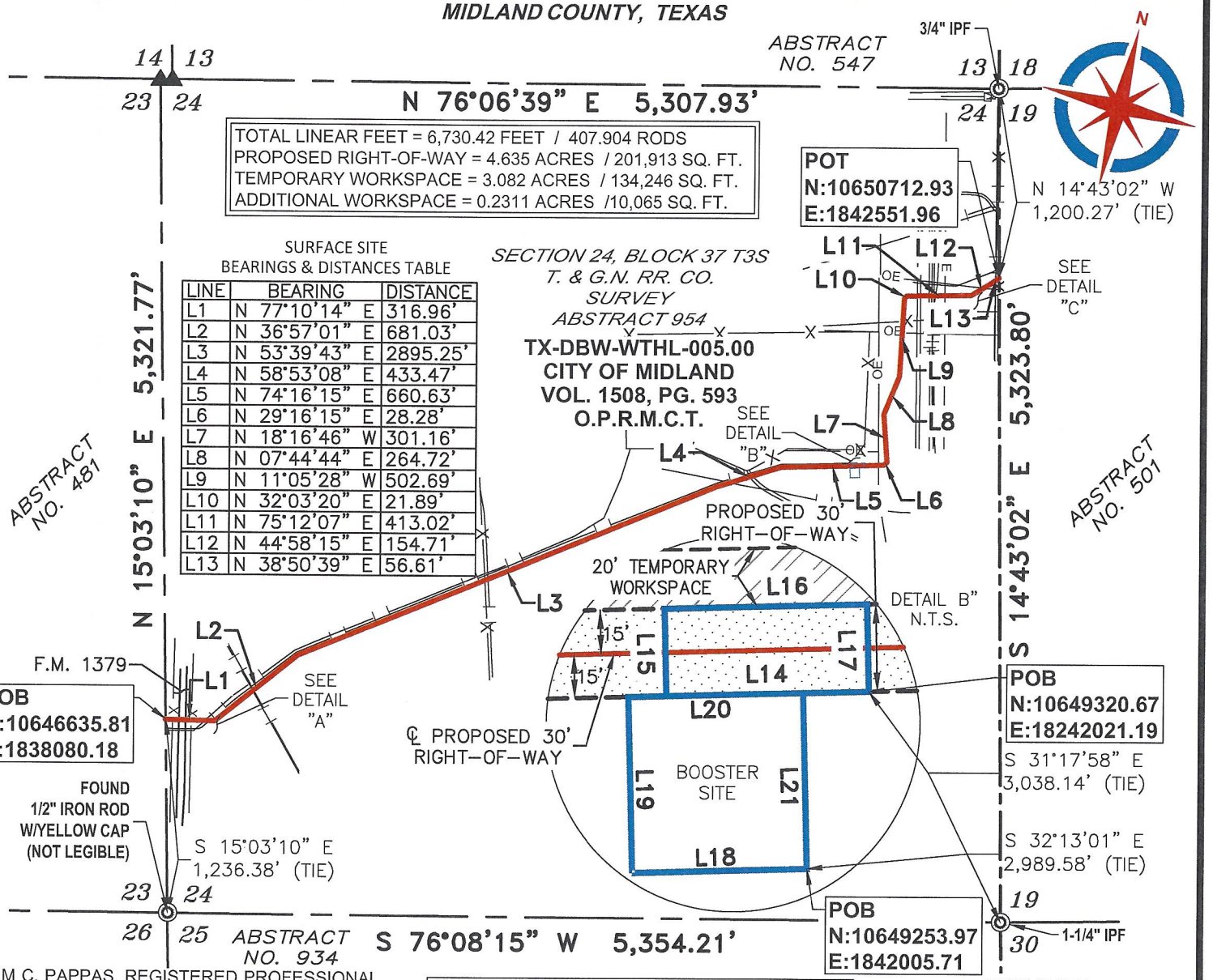


DEEP BLUE

3/3/2026 10:37 AM C.PERKINS Z:\2026\DEEP BLUE\26-01-6275_BR to WTH\PLATS\TX-DBW-BWTH-0020.000\20260219\TX-DBW-BWTH-0020.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



LINE	BEARING	DISTANCE
L1	N 77°10'14" E	316.96'
L2	N 36°57'01" E	681.03'
L3	N 53°39'43" E	2895.25'
L4	N 58°53'08" E	433.47'
L5	N 74°16'15" E	660.63'
L6	N 29°16'15" E	28.28'
L7	N 18°16'46" W	301.16'
L8	N 07°44'44" E	264.72'
L9	N 11°05'28" W	502.69'
L10	N 32°03'20" E	21.89'
L11	N 75°12'07" E	413.02'
L12	N 44°58'15" E	154.71'
L13	N 38°50'39" E	56.61'

I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

SURFACE SITE = 0.0551 ACRES / 2,400 SQ. FT

BOOSTER SITE = 0.0826 ACRES / 3,600 SQ. FT

SURFACE SITE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L14	S 74°16'15" W	80.00'
L15	N 15°43'45" W	30.00'
L16	N 74°16'15" E	80.00'
L17	S 15°43'45" E	30.00'

BOOSTER SITE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L18	S 74°16'15" W	60.00'
L19	N 15°43'45" W	60.00'
L20	N 74°16'15" E	60.00'
L21	S 15°43'45" E	60.00'

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION NO. 24, BLOCK 37 T3S, ABSTRACT 954; MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

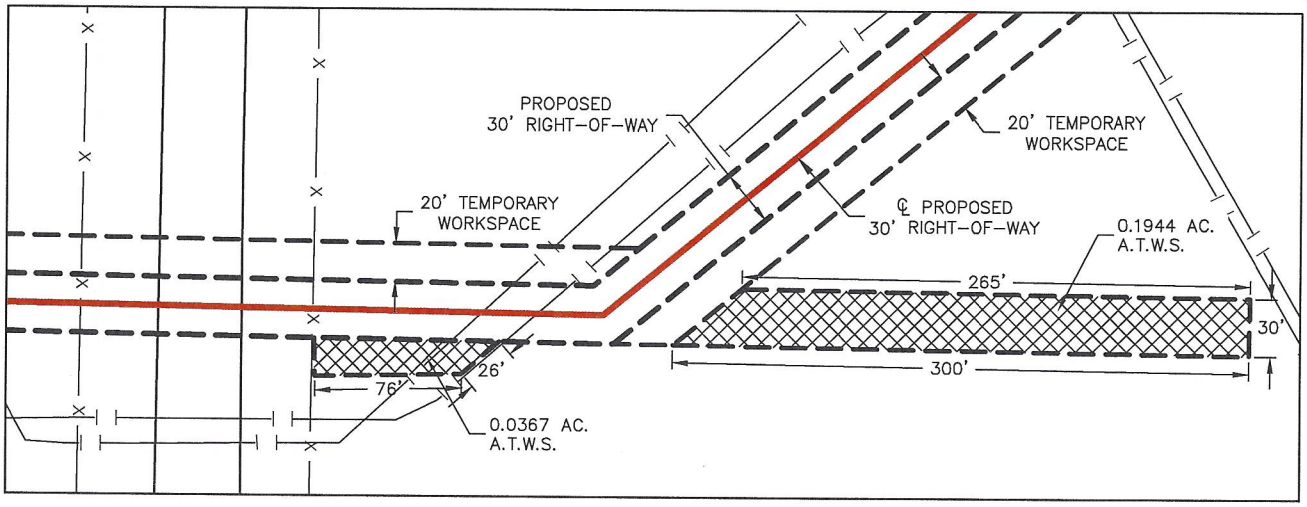
0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV.
CHECKED BY: CZ	DATE : 02/18/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 5	

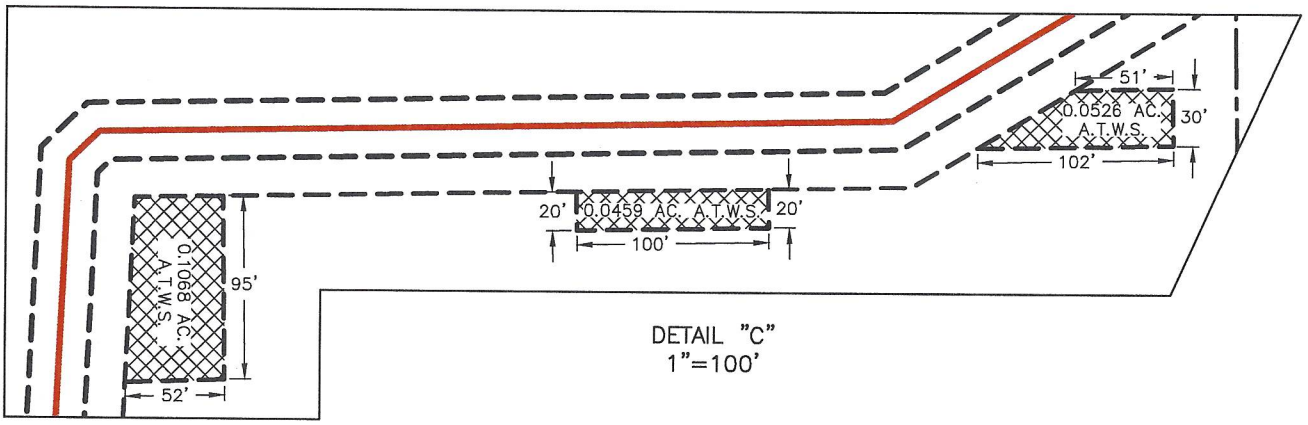
4/1/2026 6:07 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260401_R0\TX-DBW-WTHL-005.000-R0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



DETAIL "A"
1"=100'



DETAIL "C"
1"=100'

TOTAL LINEAR FEET = 6,730.42 FEET / 407.904 RODS PROPOSED RIGHT-OF-WAY = 4.635 ACRES / 201,913 SQ. FT. TEMPORARY WORKSPACE = 3.082 ACRES / 134,246 SQ. FT. ADDITIONAL WORKSPACE = 0.2311 ACRES /10,065 SQ. FT.
SURFACE SITE = 0.0551 ACRES / 2,400 SQ. FT
BOOSTER SITE = 0.0826 ACRES / 3,600 SQ. FT

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION NO. 24, BLOCK 37 T3S, ABSTRACT 954; MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF-WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV. 0
CHECKED BY: CZ	DATE : 02/18/2026	
PROJECT # 26-01-6277	SHEET 2 OF 5	

4/1/2026 5:33 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260401_R0\TX-DBW-WTHL-005.000-R0.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the west line of said Section 24, from which a 1/2-inch iron rod with yellow cap (not legible) found for the southwest corner of said Section 24, bears S 15°03'10" E, a distance of 1,236.38 feet;

THENCE: N 77°10'14" E, a distance of **316.96** feet to a point;
THENCE: N 36°57'01" E, a distance of **381.03** feet to a point;
THENCE: N 53°39'43" E, a distance of **2,895.25** feet to a point;
THENCE: N 58°53'08" E, a distance of **433.47** feet to a point;
THENCE: N 74°16'15" E, a distance of **660.63** feet to a point;
THENCE: N 29°16'15" E, a distance of **28.28** feet to a point;
THENCE: N 18°16'46" W, a distance of **301.16** feet to a point;
THENCE: N 07°44'44" E, a distance of **264.72** feet to a point;
THENCE: N 11°05'28" W, a distance of **502.69** feet to a point;
THENCE: N 32°03'20" E, a distance of **21.89** feet to a point;
THENCE: N 75°12'07" E, a distance of **413.02** feet to a point;
THENCE: N 44°58'15" E, a distance of **154.71** feet to a point;

THENCE N 38°50'39" E, a distance of 56.61' feet to the **POINT OF TERMINATION**, in the east line of said Section 24, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 14°43'02" W, a distance of 1,200.27 feet, with said workspace containing 201,913 square feet or 4.635 acres of land, more or less, said workspace having a centerline length of 6,730.42 feet or 407.904 rods.

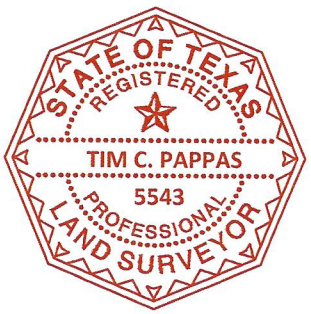
Sidelines of this workspace shall be trimmed or extended to meet the east and west lines of said Section 24.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

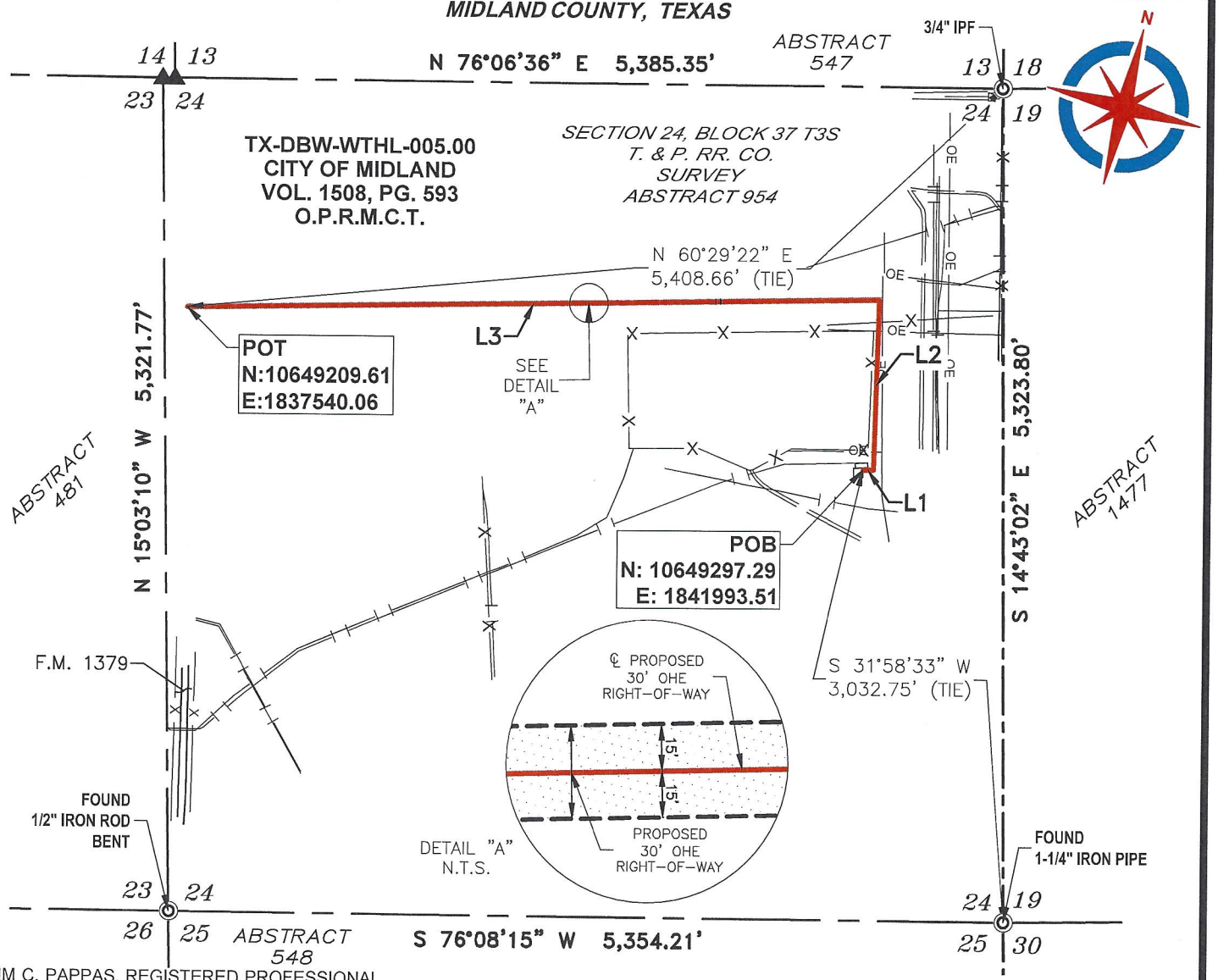


DEEP BLUE

4/1/2026 5:33 PM R.TREVINO Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260401_R0\TX-DBW-WTHL-005.000-R0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

27 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

TOTAL LINEAR FEET = 5,587.89 FEET / 338.66 RODS
WORKSPACE = 3.848 ACRES / 167,637 SQ. FT.

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

CENTERLINE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 74°16'15" E	67.42'
L2	N 12°34'27" W	1082.80'
L3	S 74°48'35" W	4437.67'

DEEP BLUE

Situated in the
T. & P. RR. CO. SURVEY SECTION 24,
BLOCK 37 T3S, ABSTRACT 954; MIDLAND
COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
OHE RIGHT-OF-WAY

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 04/24/2026	REV. 1
CHECKED BY: JS	DATE : 04/24/2026	
PROJECT # 26-01-6277	SHEET 1 OF 2	

4/23/2026 5:00 PM J.SMITH Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260423-R1\TX-DBW-WTHL-005.000-OHE-R1.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE OHE RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide OHE right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING at a point in said Section 24, from which a 1-1/4-INCH iron pipe found for the southeast corner of said Section 24, bears S 31°58'33" E, a distance of 3,032.75 feet;

THENCE: N 74°16'15" E, a distance of **67.42 feet** to a point;

THENCE: N 12°34'27" W, a distance of **1,082.80 feet** to a point;

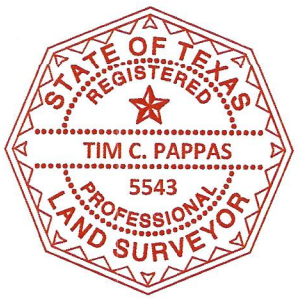
THENCE S 74°48'35" W, a distance of **4,437.67 feet** to the **POINT OF TERMINATION**, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 60°29'22" E, a distance of 5,408.66 feet, with said workspace containing 167,637 square feet or 3.848 acres of land, more or less, said workspace having a centerline length of 5,587.89 feet or 338.66 rods.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

27 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

4/23/2026 5:00 PM J.SMITH Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260423-R1\TX-DBW-WTHL-005.000-OHE-R1.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED SURFACE SITE
METES AND BOUNDS DESCRIPTION

A metes and bounds description of a surface site being located in the **T & P. R.R. CO. SURVEY NO. 24**, **BLOCK 37 T3S**, **ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said site more particularly described as follows:

BEGINNING at the southeast corner of this site, from which a 1/2-inch iron rod with yellow cap (not legible) found for the southeast corner of said Section 15, bears N 59°00'40" E, a distance of 4,148.65 feet;

THENCE N 80°37'05" W, a distance of **80.00** feet to a point;
THENCE N 09°22'55" E, a distance of **30.00** feet to a point;
THENCE S 80°37'05" E, a distance of **80.00** feet to a point;

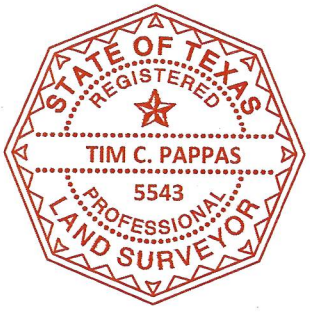
THENCE S 13°28'32" E, a distance of **30.00** feet to the **POINT OF BEGINNING**, said site containing a total area of **2,400 square feet** or **0.0551 acres**, more or less.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

3 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED BOOSTER SITE
METES AND BOUNDS DESCRIPTION

A metes and bounds description of a booster site being located in the **T & P. R.R. CO. SURVEY NO. 24, BLOCK 37 T3S, ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said site more particularly described as follows:

BEGINNING at the southeast corner of this site, from which a 1-1/4-inch iron pipe found for the southeast corner of said Section 24, bears S 32°13'01" E, a distance of 2,989.58 feet;

THENCE S 74°16'15" W, a distance of **60.00** feet to a point;
THENCE N 15°43'45" W, a distance of **60.00** feet to a point;
THENCE N 74°16'15" E, a distance of **60.00** feet to a point;

THENCE S 15°43'45" E, a distance of **60.00** feet to the **POINT OF BEGINNING**, said site containing a total area of **3,600 square feet** or **0.0826 acres**, more or less.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

3 April 2026

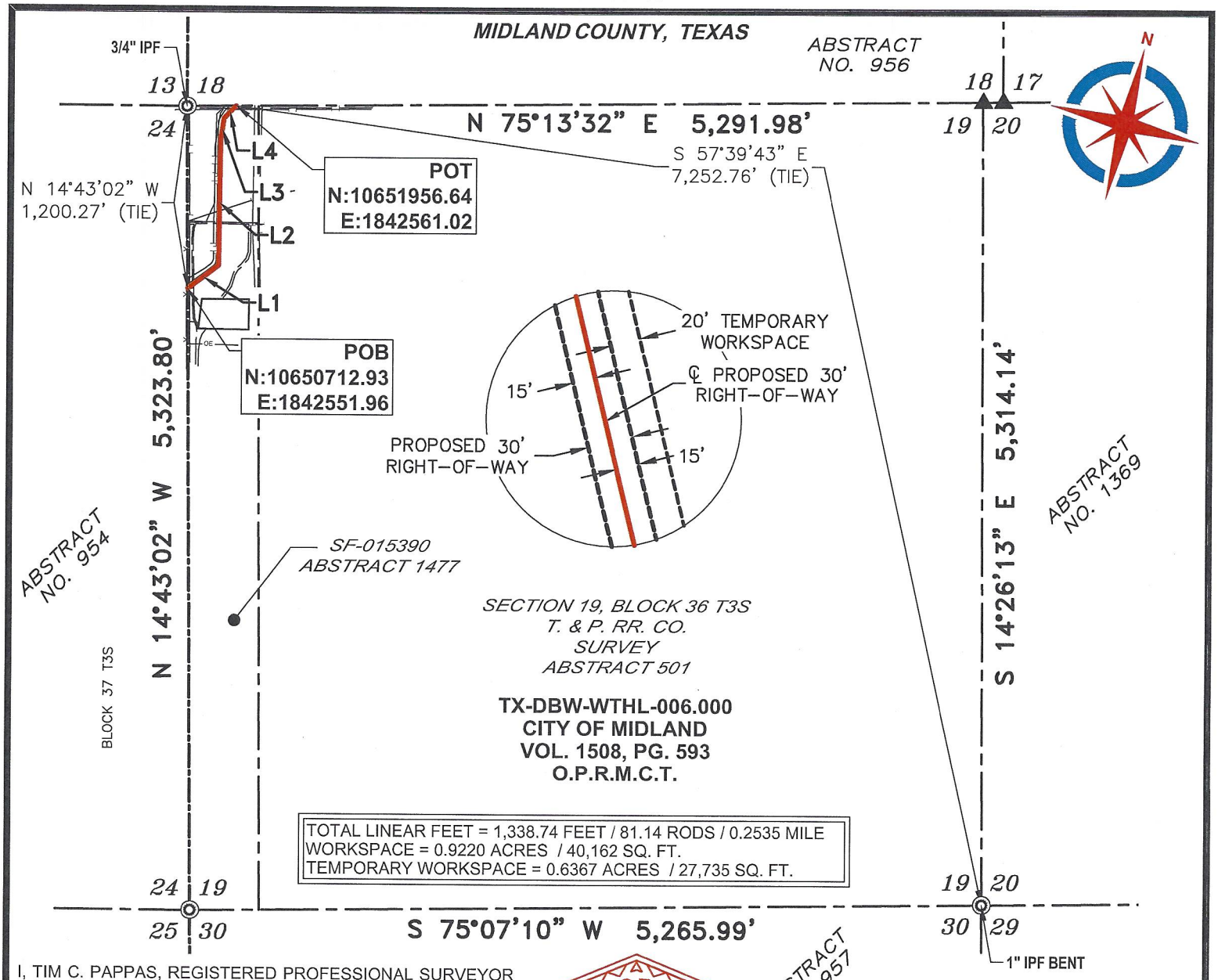
TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

DEEP BLUE

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

SURFACE SITE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 38°50'39" E	255.10'
L2	N 13°39'23" W	821.66'
L3	N 05°24'28" W	145.38'
L4	N 29°07'46" E	116.61'

DEEP BLUE

Situated in the
SF - 015390,
ABSTRACT 1477
MIDLAND COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
RIGHT-OF-WAY EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 02/17/2026	REV.
CHECKED BY: CZ	DATE : 02/18/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 2	

3/20/2026 3:37 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-006.000\20260217\TX-DBW-WTHL-006.000-REV0.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
SF - 015390, ABSTRACT 1477

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE RIGHT-OF-WAY

A Centerline description of a proposed 30 foot-wide right-of-way being located in **SF - 015390**, **ABSTRACT 1477**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the west line of said SF - 015390, from which a 3/4-inch iron pipe found for the northwest corner of said SF - 015390, bears N 14°43'02" W, a distance of 1,200.27 feet;

THENCE: N 38°50'39" E, a distance of **255.10 feet** to a point;
THENCE: N 13°39'23" W, a distance of **821.66 feet** to a point;
THENCE: N 05°24'28" W, a distance of **145.38 feet** to a point;

THENCE N 29°07'46" E, a distance of **116.61 feet** to the **POINT OF TERMINATION**, in the north line of said SF - 015390, from which a 1-inch iron pipe bent found for the southeast corner of said Section 19, bears S 57°39'43" E, a distance of 7,252.76 feet, with said workspace containing 40,162 square feet or 0.9220 acres of land, more or less, said right-of-way having a centerline length of 1,338.74 feet or 81.14 rods.

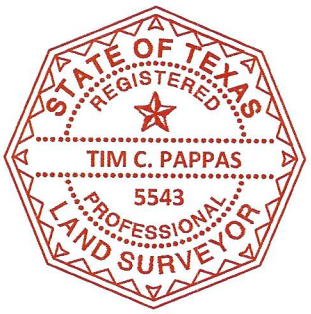
Sidelines of this right-of-way shall be extended or trimmed to meet the west and north lines of SF - 015390.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

23 March 2026

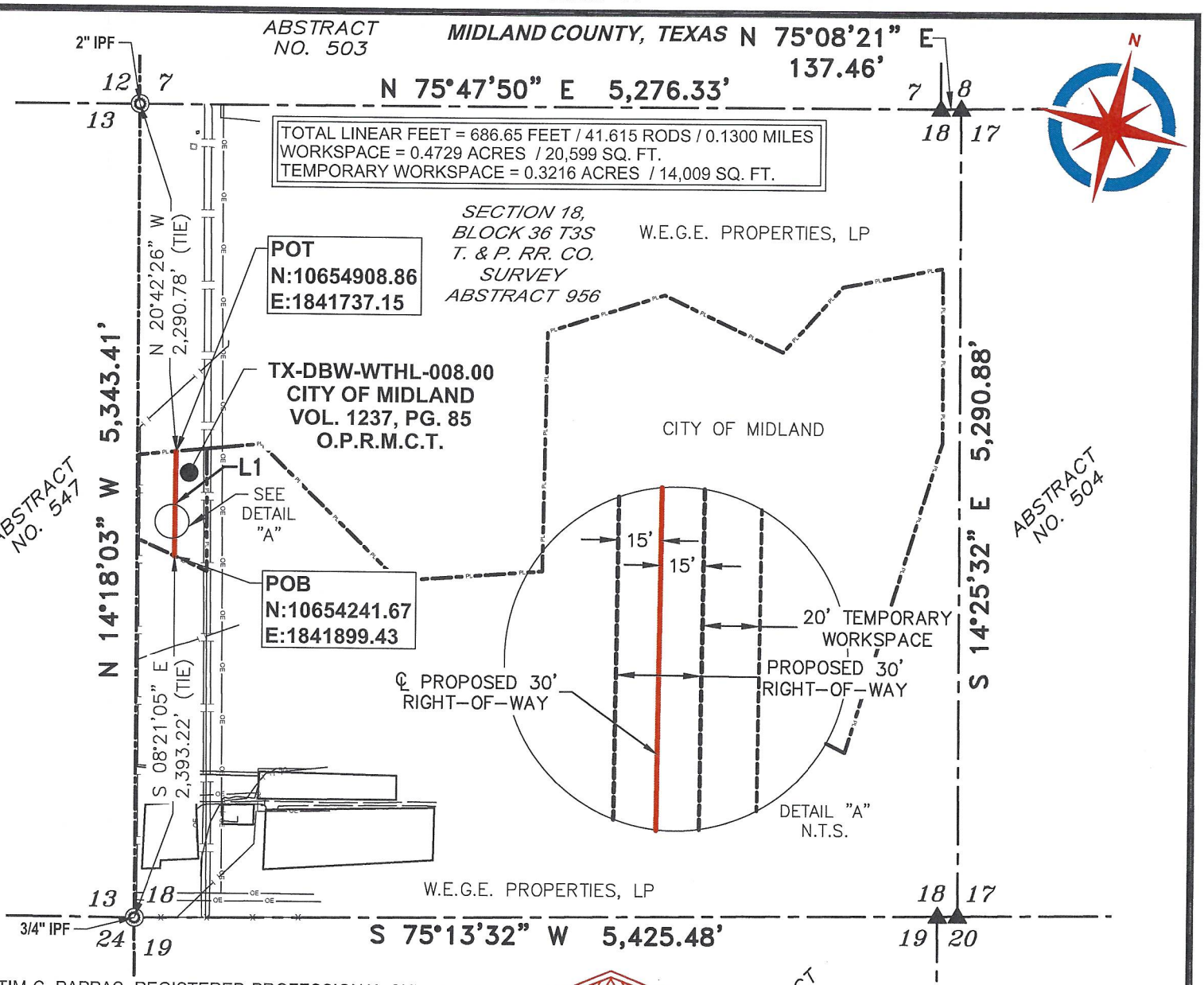
TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

3/20/2026 3:37 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-006.000\20260217\TX-DBW-WTHL-006.000-REV0.dwg

EXHIBIT "A"



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS REGISTERED TIM C. PAPPAS 5543 PROFESSIONAL LAND SURVEYOR

CENTERLINE BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	N 13°40'14" W	686.65'

DEEP BLUE

Situated in the
SECTION 18, BLOCK 36 T3S, T. & P. RR. CO.
ABSTRACT 956; MIDLAND COUNTY, TEXAS

WTH LOOP

DEEP BLUE OPERATING I, LLC
PROPOSED PERMANENT EASEMENT

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- R/W RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OHE OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- W WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 03/2/2026	REV.
CHECKED BY: CZ	DATE : 03/2/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 2	

3/20/2026 3:58 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-008.000\20260302\TX-DBW-WTHL-008.000-REV0.dwg

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 18, BLOCK 36 T3S, ABSTRACT 956

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide right-of-way located in **T. & P. R.R. CO. SURVEY NO. 18**, **BLOCK 36 T3S**, **ABSTRACT 956**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1237, Page 85 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in a south line of said City of Midland tract, from which a 3/4-inch iron pipe found for the southwest corner of said Section 18, bears S 08°21'05" E, a distance of 2,393.22 feet;

THENCE N 13°40'14" W, a distance of **686.65** feet to the **POINT OF TERMINATION**, in a north line of said City of Midland tract, from which a 2-inch iron pipe found for the northwest corner of said Section 18, bears N 20°42'26" W, a distance of 2,290.78 feet, with said workspace containing 20,599 square feet or 0.4729 acres of land, more or less, said workspace having a centerline length of 686.65 feet or 41.615 rods.

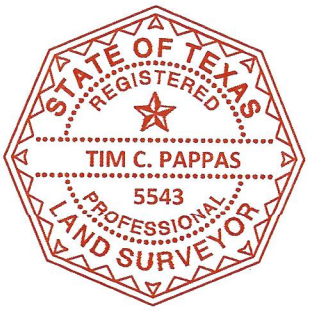
Sidelines of said right-of-way shall be trimmed or extended to the south and north lines of the City of Midland tract.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

23 March 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

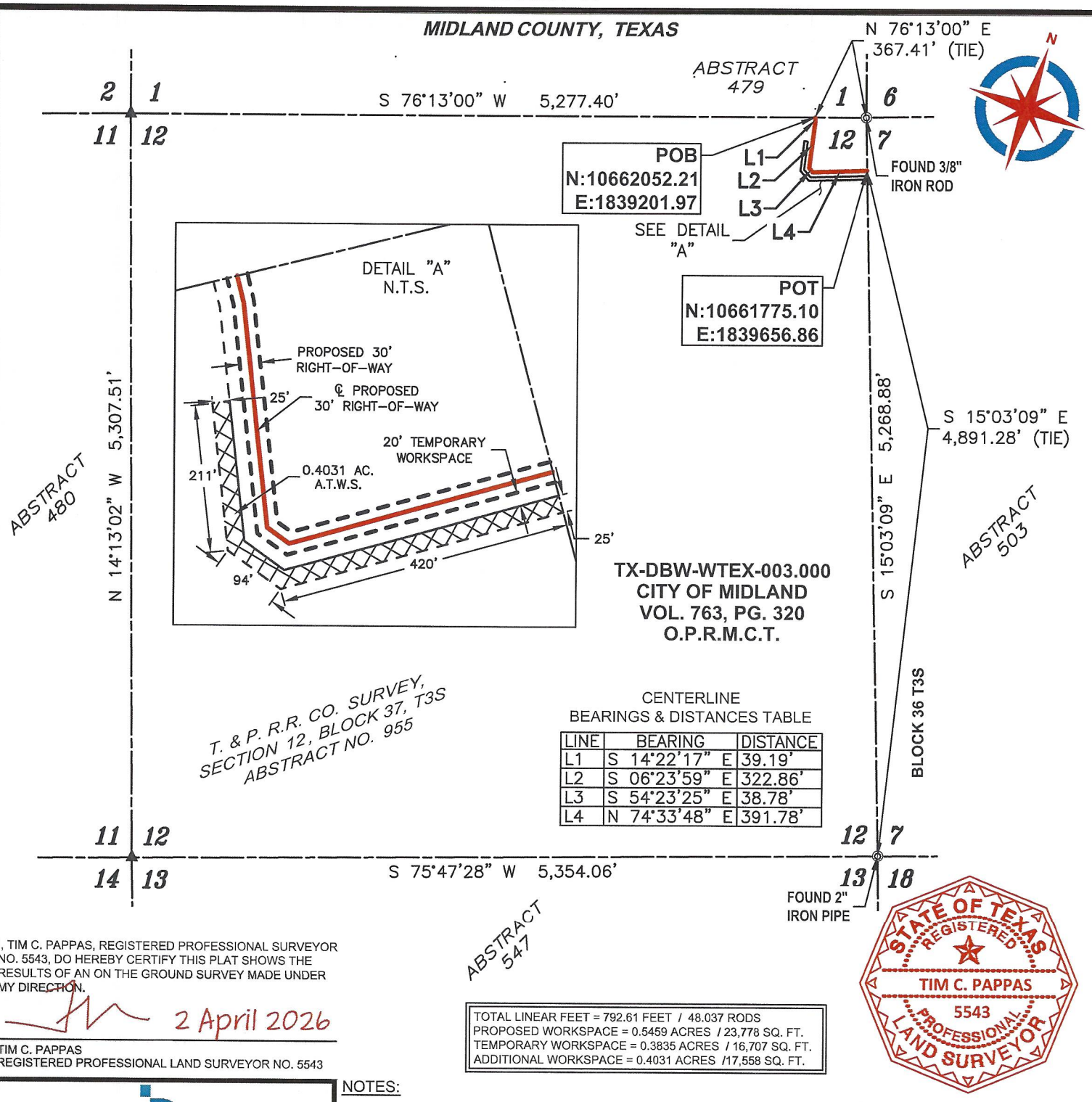


DEEP BLUE

3/20/2026 3:58 PM R.BENAVIDEZ Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-008.000\20260302\TX-DBW-WTHL-008.000-REV0.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



CENTERLINE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	S 14°22'17" E	39.19'
L2	S 06°23'59" E	322.86'
L3	S 54°23'25" E	38.78'
L4	N 74°33'48" E	391.78'

TOTAL LINEAR FEET = 792.61 FEET / 48.037 RODS
PROPOSED WORKSPACE = 0.5459 ACRES / 23,778 SQ. FT.
TEMPORARY WORKSPACE = 0.3835 ACRES / 16,707 SQ. FT.
ADDITIONAL WORKSPACE = 0.4031 ACRES /17,558 SQ. FT.

I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

2 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

DEEP BLUE

Situated in the
SECTION 12, BLOCK 37 T3S,
T. & P. R.R. CO. SURVEY, ABSTRACT 955;
MIDLAND COUNTY, TEXAS

WTH TO MM EXT

CITY OF MIDLAND
RIGHT-OF-WAY

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS CENTERAL, ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING FEBRUARY, 2026. CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS RIGHT OF WAY IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

LEGEND

- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PROPERTY LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1"=1000'

DRAWN BY: WF	DATE : 03/30/2026	REV.
CHECKED BY: CZ	DATE : 03/31/2026	0
PROJECT # 26-01-6279	SHEET 1 OF 2	

4/2/2026 10:29 AM W.FORD Z:\2026\DEEP BLUE\26-01-6279_WTH to MM Option 2\PLATS\WTH TO MM EXTENSION\TX-DBW-WTEX-003.000\20260331\TX-DBW-WTEX-003.000.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
TBPELS Survey FIRM # 10194585
TBPE FIRM #26072
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
SECTION 12, BLOCK 37 T3S, T. & P. R.R. CO. SURVEY, ABSTRACT 955

DEEP BLUE OPERATING I, LLC
WTH TO MM EXT
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE CENTERLINE DESCRIPTION

A centerline description of a proposed 30 foot-wide right-of-way located in **SECTION 12**, **BLOCK 37 T3S, T. & P. R.R. CO., SURVEY, ABSTRACT 955,** Midland County, Texas; part of a tract of land described in deed to CITY OF MIDLAND as recorded in Volume 763, Page 320 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 30 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING in the north line of said Section 12, from which a 3/8-inch iron rod found for the northeast corner of said Section 12, bears N 76°13'00" E, a distance of 367.41 feet;

THENCE: S 14°22'17" E, a distance of 39.19 feet to a point;
THENCE: S 06°23'59" E, a distance of 322.86 feet to a point;
THENCE: S 54°23'25" E, a distance of 38.78 feet to a point;

THENCE: N 74°33'48" E, a distance of 391.78 **feet** to the **POINT OF TERMINATION** in the east line of said Section 12, from which a 2-inch iron pipe found for the southeast corner of said Section 12, bears S 15°03'09" E, a distance of 4,891.28 feet, with said workspace containing 23,778 square feet or 0.5459 acres of land, more or less, said workspace having a centerline length of 792.61 feet or 48.037 rods.

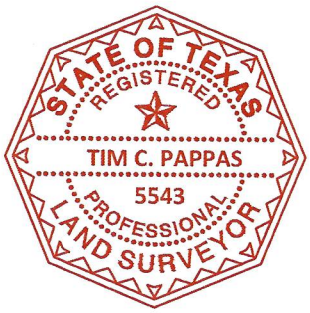
Sidelines of said workspace shall be trimmed or extended to meet the north and east lines of said tract.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

2 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543

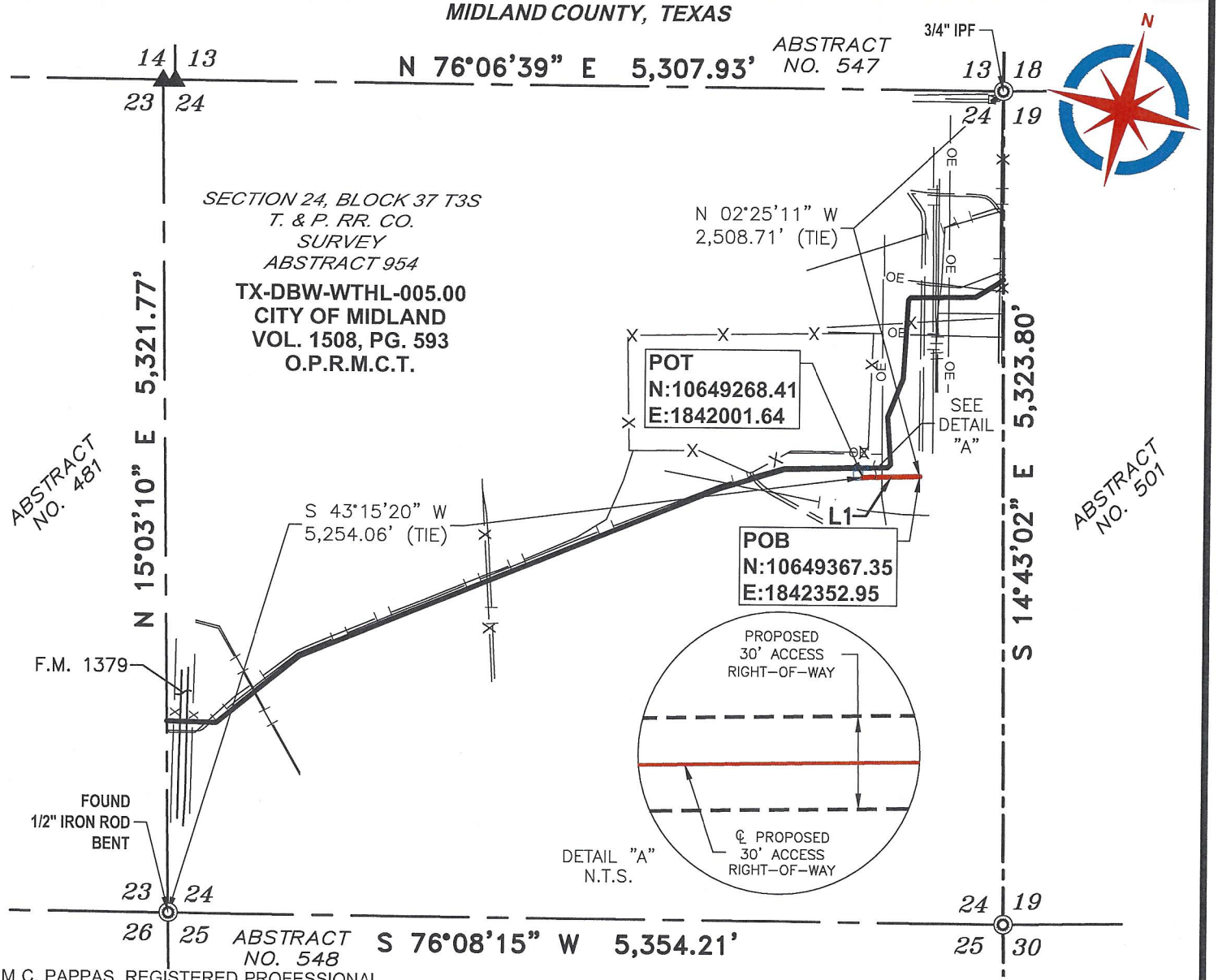


DEEP BLUE

4/2/2026 10:29 AM W.FORD Z:\2026\DEEP BLUE\26-01-6279_WTH to MM Option 2\PLATS\WTH TO MM EXTENSION\TX-DBW-WTEX-003.000\20260331\TX-DBW-WTEX-003.000.dwg

EXHIBIT "A"

MIDLAND COUNTY, TEXAS



I, TIM C. PAPPAS, REGISTERED PROFESSIONAL SURVEYOR NO. 5543, DO HEREBY CERTIFY THIS PLAT SHOWS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION.

7 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5543

TOTAL LINEAR FEET = 364.97 FEET / 22.119 RODS
WORKSPACE = 0.2513 ACRES / 10,948 SQ. FT.

NOTES:

1. ALL COORDINATES, BEARINGS, AND DISTANCES CONTAINED HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATES SYSTEM, NORTH AMERICAN DATUM 83, TEXAS,CENTRAL ZONE (4203), U.S. SURVEY FEET.
2. THIS DOCUMENT IS BASED UPON AN ON THE GROUND SURVEY PERFORMED DURING JANUARY 14, 2026 . CERTIFICATION OF THIS DOCUMENT IS ONLY TO THE LOCATION OF THIS WORKSPACE IN RELATION TO RECORDED MONUMENTATION OF DEEDS PROVIDED BY THE CLIENT.
3. THIS DOCUMENT DOES NOT IN ANY WAY REPRESENT A "BOUNDARY SURVEY" AS DEFINED BY T.A.C. § 663.16

STATE OF TEXAS
REGISTERED
TIM C. PAPPAS
5543
PROFESSIONAL
LAND SURVEYOR

CENTERLINE
BEARINGS & DISTANCES TABLE

LINE	BEARING	DISTANCE
L1	S 74°16'15" W	364.97'

DEEP BLUE

Situated in the
T. & G.N. RR. CO. SURVEY SECTION 24,
BLOCK 37 T3S, ABSTRACT 954; MIDLAND
COUNTY, TEXAS

WTH LOOP

CITY OF MIDLAND
ACCESS RIGHT-OF-WAY

LEGEND

- PROPOSED CENTERLINE
- RIGHT-OF WAY
- TEMPORARY WORKSPACE
- SURFACE SITE
- SECTION BOUNDARY
- TOWNSHIP BOUNDARY
- PL — PROPERTY LINE
- R/W — RIGHT OF WAY (R.O.W.)
- EXISTING PIPELINE
- OE — OVERHEAD ELECTRIC
- X — WIRE FENCE
- CALCULATED POINT
- FOUND MONUMENT
- SET MONUMENT
- FOUND FENCE POST
- POWER POLE
- (W) WELL

DATAPOINT
ENGINEERING · LAND SURVEYING · GIS · UAS
12400 Network Blvd. - Suite 130
San Antonio, TX 78249
Phone: 726-777-4240
Firm No. 10194585

0 500' 1000'
SCALE: 1" = 1000'

DRAWN BY: WDF	DATE : 4/6/2026	REV.
CHECKED BY: CZ	DATE : 4/6/2026	0
PROJECT # 26-01-6277	SHEET 1 OF 2	

4/7/2026 7:18 AM W.FORD Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260406\TX-DBW-WTHL-005.000-ACCESS-R0.dwg

DATAPOINT
ENGINEERING • LAND SURVEYING • GIS • UAS

Datapoint Survey & Mapping II, LLC
D.B.A. Datapoint Engineering
Licence #23203
12400 Network Blvd, Ste 130
San Antonio, TX 78249
https://datapointsurveying.com/
info@datapointsurveying.com
P: 726-777-4240

EXHIBIT "A"
MIDLAND COUNTY, TEXAS
T. & P. R.R. CO. SURVEY, SECTION 24, BLOCK 37 T3S, ABSTRACT 954

DEEP BLUE OPERATING I, LLC
WTH LOOP
CITY OF MIDLAND

PROPOSED 30 FOOT-WIDE ACCESS RIGHT-OF-WAY CENTERLINE DESCRIPTION

A Centerline description of a proposed 30 foot-wide access right-of-way being located in **T. & P. R.R. CO. SURVEY NO. 24**, **BLOCK 37 T3S**, **ABSTRACT 954**, Midland County, Texas; part of a tract of land described in deed to City of Midland as recorded in Volume 1508, Page 593 of the Official Public Records of Midland County, Texas; said workspace described by a centerline which is bound by lines 15 feet each side of and parallel with said centerline and more particularly described as follows:

BEGINNING at a point in said Section 24, from which a 3/4-inch iron pipe found for the northeast corner of said Section 24, bears N 02°25'11" W, a distance of 2,508.71 feet;

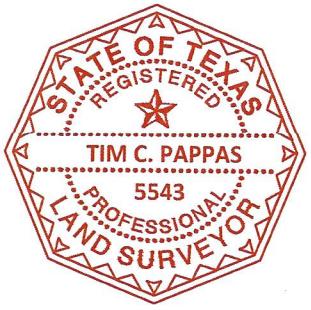
THENCE S 74°16'15" W, a distance of 364.97 feet to the **POINT OF TERMINATION**, from which a 1/2-inch iron rod bent found for the southwest corner of said Section 24, bears S 43°15'20" W, a distance of 5,254.06 feet, with said workspace containing 10,948 square feet or 0.2513 acres of land, more or less, said workspace having a centerline length of 364.97 feet or 22.119 rods.

I, TIM C. PAPPAS, Registered Professional Land Surveyor No. 5543 of the State of Texas, do hereby certify this plat shows the results of an on the ground survey made under my direction.

Original signed and stamped in red ink.

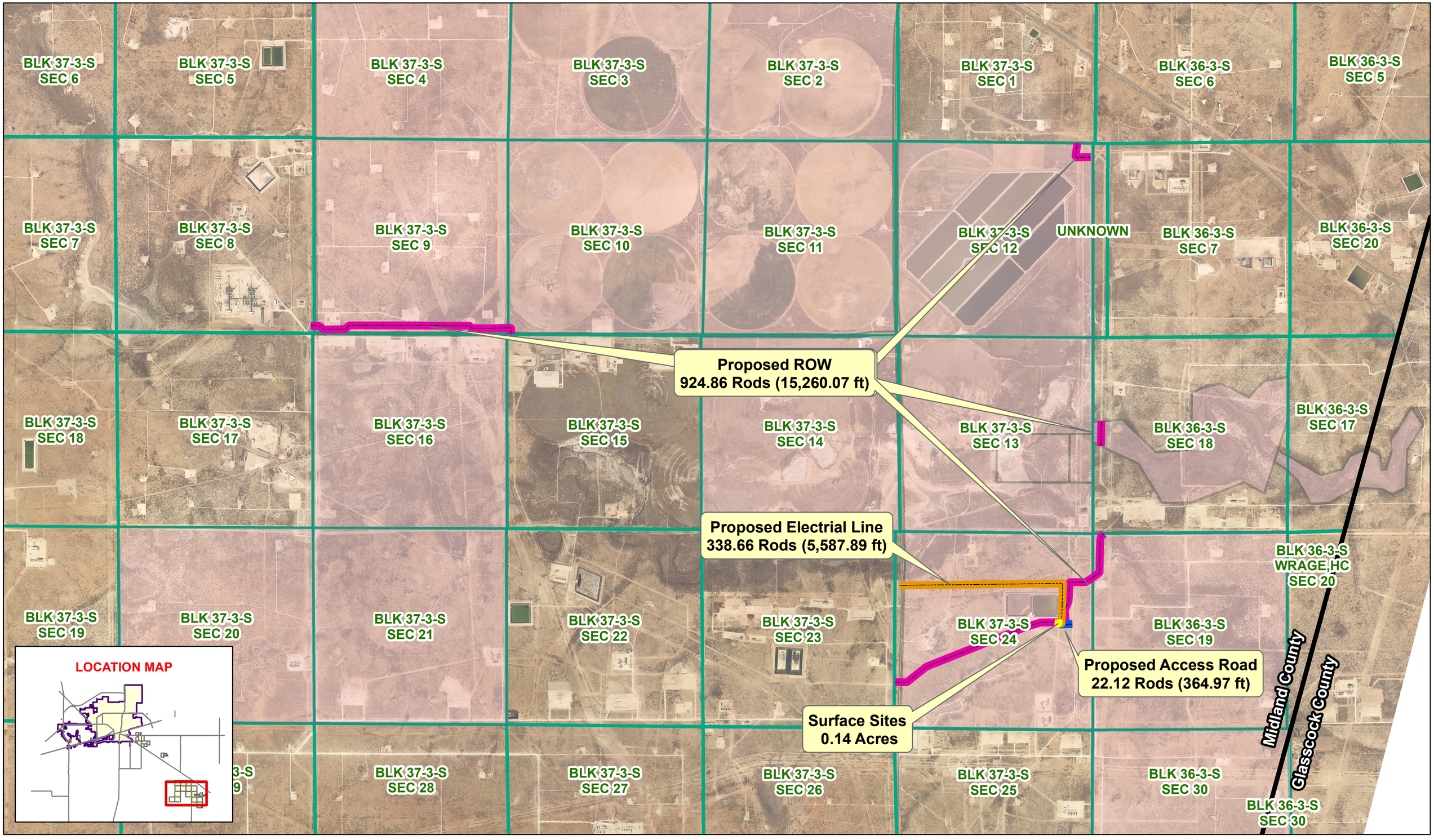
7 April 2026

TIM C. PAPPAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5543



DEEP BLUE

4/7/2026 7:18 AM W.FORD Z:\2026\DEEP BLUE\26-01-6277_WTH Loop\PLATS\TX-DBW-WTHL-005.000\20260406\TX-DBW-WTHL-005.000-ACCESS-R0.dwg



Date: 4/29/2026

- Surface Site
- Electrical Line
- Access Road
- Proposed ROW
- County Boundary
- City Owned Parcels
- Survey Section

Deep Blue in Spraberry
Proposed ROW, Access Road, Electrial Line and Surface Sites

N W E S

0 1,500 3,000 Feet

©THE CITY OF MIDLAND - 2026
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 THIS DATA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2026 5/1/2026

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 Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538 TXClientSrvUT@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1561369 Deep Blue Midland Basin LLC (See Attached Named Insured Schedule) 4 Waterway Square Place Suite 300 The Woodlands TX 77380	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Ironshore Specialty Insurance Co — 25445 **INSURER B :** Liberty Mutual Insurance Company — 23043 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** Argonaut Insurance Company — 19801 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23464928 **REVISION NUMBER:** XXXXXXX

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:	Y	Y	IEPUW033288600	10/31/2025	10/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS6-Z91-478576-015	10/31/2025	10/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	XSCUW0033288700	10/31/2025	10/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002121550 (TX) WC 92 930 882 969 4 (AOS)	1/1/2026 1/1/2026	10/31/2026 10/31/2026	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

23464928
City of Midland
300 N Loraine
Midland, TX 79702

CANCELLATION See Attachments

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

Named Insured Schedule

Deep Blue Midland Basin LLC
Deep Blue Water Management LLC
Deep Blue Sub I LLC
Deep Blue Operating I LLC
Deep Blue Management LLC
Lagoon Operating Midland LLC
Deep Blue Central LLC
Environmental Disposal Systems, LLC

City Council Meeting

Item Number: 26.
Meeting Date: July 21, 2026
To: City Council
From: Madelim Jaquez, Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.523-ACRE PORTION OF WEST PENNSYLVANIA AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MARIENFELD STREET AND WEST PENNSYLVANIA AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $45,563.76; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD JUNE 23, 2026)

Purpose:
Century Graphics and Sign is requesting to vacate a 0.523-acre portion of West Pennsylvania Avenue right-of-way located adjacent to Blocks 151 and 152, Southern Addition, City and County of Midland, Texas to improve safety for their employees.

Recommended Action:
Approve

Fiscal Impact:
No impact

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Fiscal Impact:

The 2026 appraised value of the right-of-way is $2.00 per square foot, for a total value of $45,563.76.

Discussion:

The approximated area that will be vacated is 22781.88 square feet (0.523-acres).

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil & gas issues

Building Code: (Approved)

No objections

Engineering: (Approved)

No objections to vacation. 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 comment.

AT&T: (Approved)

Yes, as long as we can leave our cable there. If they want us to move it then I wouldn't sign until they paid.

Atmos: (Approved)

Atmos Energy currently has facilities located within the above-described Right of Way of Pennsylvania Ave. proposed to be vacated between Pecos and Marienfeld.

Atmos would have no objection to this vacation if a utility easement is maintained or if requested, our line was to be relocated. Any relocation costs would be passed on to the property owner or entity requesting the vacate.

Atmos requires 24/7 access for operation and maintenance of the main line and meters, and an easement to maintain existing facilities.

Astound: (Approved)

Astound is clear here.

Oncor: (Approved)

If the area is retained as a utility easement and our facilities remain cover until relocation is complete as the letter stated then we would have no issues with that.

We are okay with the gate being installed. However, please ensure that we maintain 24/7 access in case any work is required on Oncor's facilities.

Optimum: (Approved)

Yes, as long as we don't need to move it, otherwise there will be some costs needed to relocate it or to lower it.

No objection to the gate installation provided their underground facilities do not need to be relocated. If relocation or lowering of facilities is required, associated costs would apply

The applicant must locate and avoid existing underground facilities during construction

Optimum has identified the location of its underground plant on the plat provided.

Planning: (Approved with Conditions)

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 0.523-acre portion of West Pennsylvania Avenue right-of-way located adjacent to Lots 1 and 2, Block 152, Southern Addition, City and County of Midland, Texas, to improve safety for their employees subject to the conditions below.

Conditions:

A. **The City of Midland has received from the abutting property owner(s) the sum of $45,563.76; 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 June 11, 2026, staff has not received any letter(s) of objection to this request.

Attachments:

A. ORDINANCE WITH EXHIBIT - V-26-0076, W Pennsylvania, Blk 152, Southern Addn Ord w Exh
B. V-26-0076, Combined files
C. CC- -Century Graphics and Sign Vacation

Jan Hamilton, City Secretary Created/Initiated - 6/24/2026

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.523-ACRE PORTION OF WEST PENNSYLVANIA AVENUE RIGHT-OF-WAY LOCATED ADJACENT TO BLOCKS 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF SOUTH MARIENFELD STREET AND WEST PENNSYLVANIA AVENUE) ON REQUEST OF ONE OR MORE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PAYMENT TO THE CITY OF THE SUM OF $45,563.76; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.523-acre portion of West Pennsylvania Avenue right-of-way located adjacent to Blocks 151 and 152, 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 $45,563.76; 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. If, during the existence of the accessible nonexclusive utility easement, the owner of the Property installs any fencing or gate on the Property, as reflected in Exhibit A, such fencing or gate shall not obstruct access to any utility facility. During the existence of the accessible nonexclusive utility easement, any

such fencing or gate may be demolished and removed by the City or by any entity that uses the Property for utility purposes if the City or the entity, in the City's or the entity's sole discretion, determines that such fencing or gate obstructs the accessibility of a utility facility, and the cost of such demolition and removal shall be assessed against the owner of the Property. Further, the owner of the Property shall, at all times during the existence of the accessible nonexclusive utility easement, ensure that any such gate remains unlocked, in good working condition, and easily operable by one individual of ordinary strength.

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:

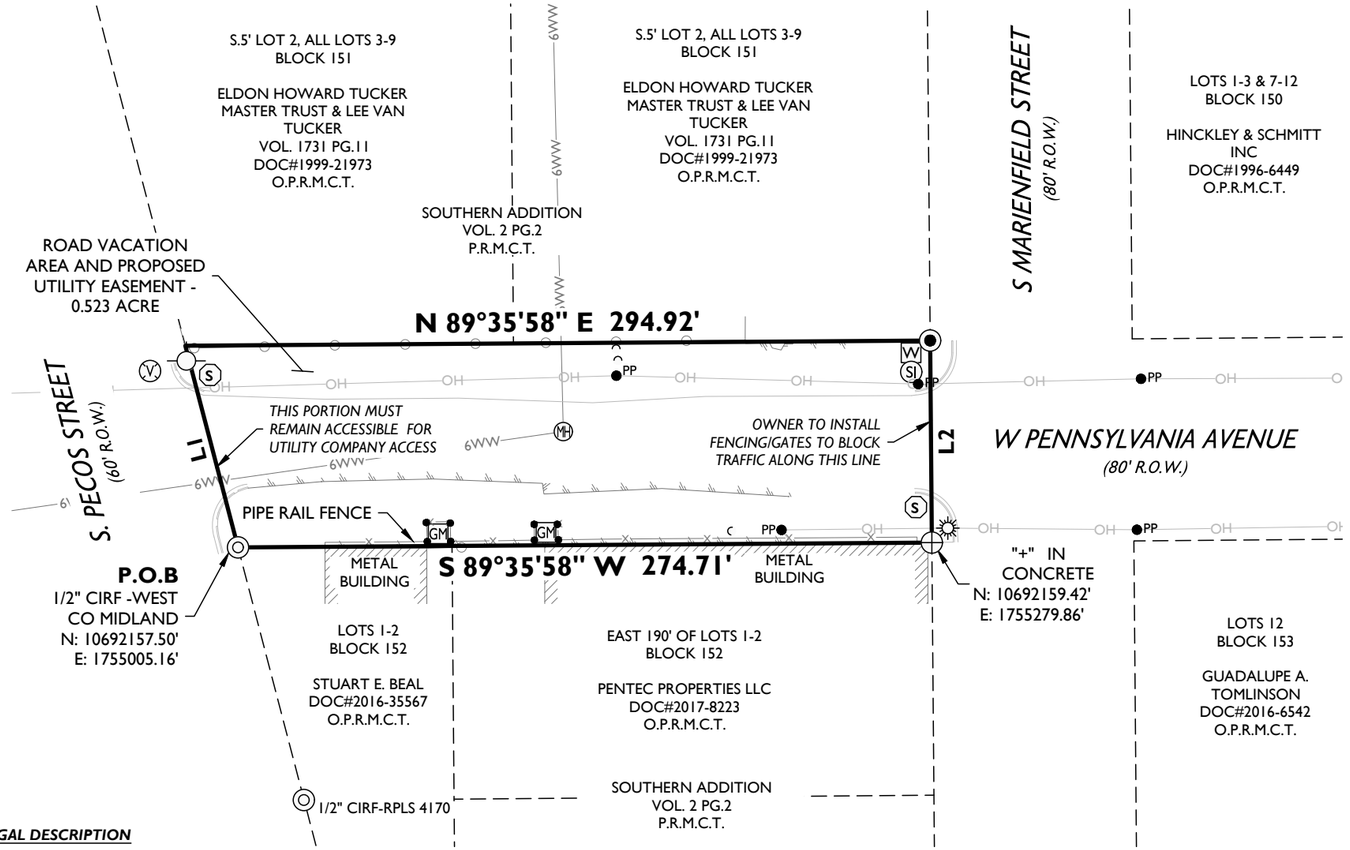
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

"EXHIBIT A"

0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS





ORIGINAL SCALE : 1" = 60'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 14°38'58" W	82.54'
L2	S 00°28'32" E	80.00'

LEGEND

- SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- FOUND MONUMENT AS NOTED
- "+" IN CONCRETE
- BOLLARD
- FIRE HYDRANT
- GM — GAS METER
- GUY ANCHOR
- LIGHT POLE
- MH — MANHOLE
- SI — SIGN
- S — STOP SIGN
- V — WATER VALVE
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENT LINES
- EDGE OF ASPHALT
- X — FENCE
- CHAINLINK FENCE
- OH — OVERHEAD ELECTRIC LINE
- 6WW — EXISTING 6" WASTEWATER
- 6W — EXISTING 6" WATER MAIN
- BUILDING
- O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- P.R.M.C.T. — PLAT RECORDS, MIDLAND CO., TX

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AS DEPICTED ON A PLAT 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): 10692157.50, E.(X): 1755005.16, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WEST CO MIDLAND" FOUND IN THE WEST LINE OF SOUTH PECOS STREET IN THE SOUTH LINE OF SAID PENNSYLVANIA AVENUE AT THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 152 FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°38'58"W., ALONG SAID SOUTH PECOS STREET, CROSSING SAID PENNSYLVANIA AVENUE, 82.54 FEET TO A POINT THAT BEARS N.04°02'26"W., 1.00 FEET FROM A CHAIN LINK FENCE CORNER FOR THE NORTHWEST CORNER HEREOF;

THENCE N.89°39'58"E., ALONG THE NORTH LINE OF SAID PENNSYLVANIA AVENUE, 294.92 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK" SET IN THE WEST LINE OF SOUTH MARIENFELD STREET FOR THE NORTHWEST CORNER HEREOF;

THENCE S.00°28'32"E., ALONG SAID SOUTH MARIENFELD STREET, CROSSING SAID PENNSYLVANIA AVENUE, 80.00 FEET TO A "+" FOUND MARKED IN CONCRETE FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.89°39'58"W., ALONG SAID LOT 1, 274.71 FEET TO **THE POINT OF BEGINNING**, CONTAINING 22785 SQUARE FEET OR 0.523 ACRE 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 0.99989611 AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*

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:
260003	2.09.26	LL		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL SURVEY MADE UPON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION OF THE PROPERTY DESCRIBED HEREON AND IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR A BOUNDARY SURVEY AS SPECIFIED BY THE TBPELS.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

MARCH 05, 2026

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

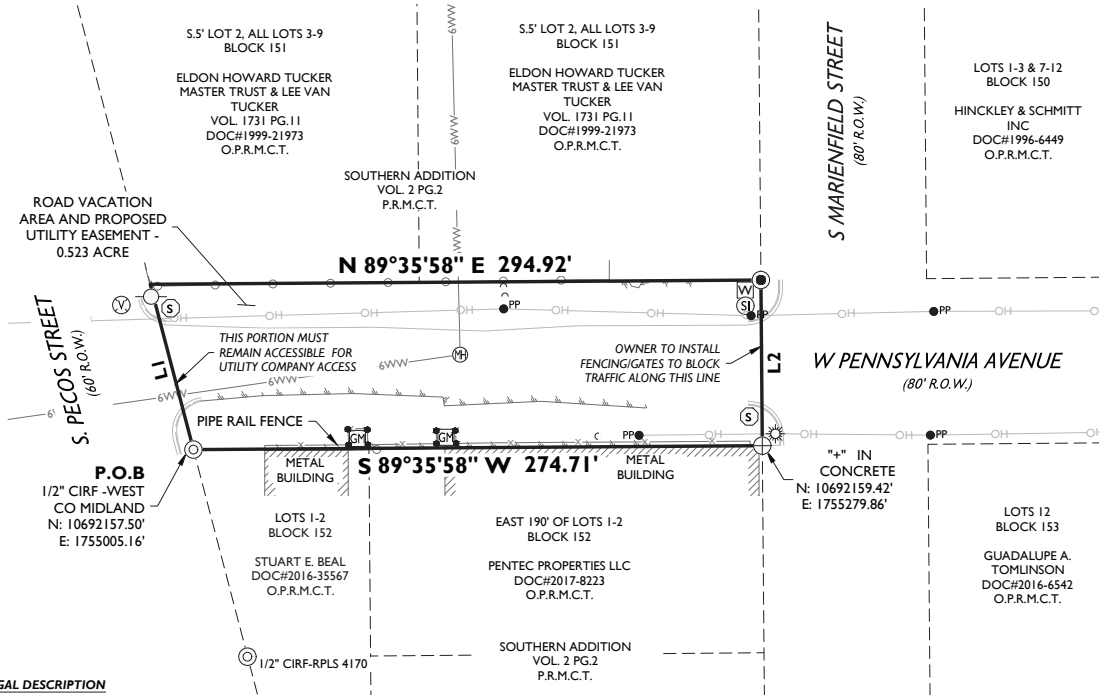
EXHIBIT "A"

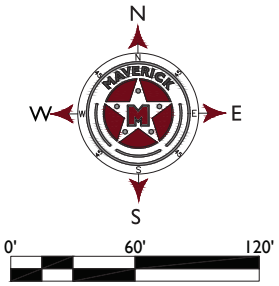
0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

Drawing: F:\2026\260003-CENTURY GRAPHICS & SIGN-W PENNSYLVANIA AVE VACATION\DRAWINGS\EXHIBIT\260003 VACATION EXHIBIT.DWG Last Saved By: adevine on 3/11/26

"EXHIBIT A"

0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS





ORIGINAL SCALE : 1" = 60'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 14°38'58" W	82.54'
L2	S 00°28'32" E	80.00'

LEGEND

	SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
	FOUND MONUMENT AS NOTED
	"+" IN CONCRETE
	BOLLARD
	FIRE HYDRANT
GM	GAS METER
	GUY ANCHOR
	LIGHT POLE
MH	MANHOLE
SI	SIGN
S	STOP SIGN
V	WATER VALVE
	BOUNDARY LINE
	PROPERTY LINES
	EASEMENT LINES
	EDGE OF ASPHALT
X	FENCE
	CHAINLINK FENCE
OH	OVERHEAD ELECTRIC LINE
6WW	EXISTING 6" WASTEWATER
6W	EXISTING 6" WATER MAIN
	BUILDING
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
P.R.M.C.T.	PLAT RECORDS, MIDLAND CO., TX

LEGAL DESCRIPTION

FIELD NOTE DESCRIPTION OF A 0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AS DEPICTED ON A PLAT 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): 10692157.50, E.(X): 1755005.16, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "WEST CO MIDLAND" FOUND IN THE WEST LINE OF SOUTH PECOS STREET IN THE SOUTH LINE OF SAID PENNSYLVANIA AVENUE AT THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 152 FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°38'58"W., ALONG SAID SOUTH PECOS STREET, CROSSING SAID PENNSYLVANIA AVENUE, 82.54 FEET TO A POINT THAT BEARS N.04°02'26"W., 1.00 FEET FROM A CHAIN LINK FENCE CORNER FOR THE NORTHWEST CORNER HEREOF;

THENCE N.89°39'58"E., ALONG THE NORTH LINE OF SAID PENNSYLVANIA AVENUE, 294.92 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK" SET IN THE WEST LINE OF SOUTH MARIENFELD STREET FOR THE NORTHWEST CORNER HEREOF;

THENCE S.00°28'32"E., ALONG SAID SOUTH MARIENFELD STREET, CROSSING SAID PENNSYLVANIA AVENUE, 80.00 FEET TO A "+" FOUND MARKED IN CONCRETE FOR THE NORTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.89°39'58"W., ALONG SAID LOT 1, 274.71 FEET TO **THE POINT OF BEGINNING**, CONTAINING 22785 SQUARE FEET OR 0.523 ACRE 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 0.99989691 1 AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*
4. *LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.*

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:
260003	2.09.26	LL		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL SURVEY MADE UPON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION OF THE PROPERTY DESCRIBED HEREON AND IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS OR EXCEEDS ALL REQUIREMENTS FOR A BOUNDARY SURVEY AS SPECIFIED BY THE TBPELS.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

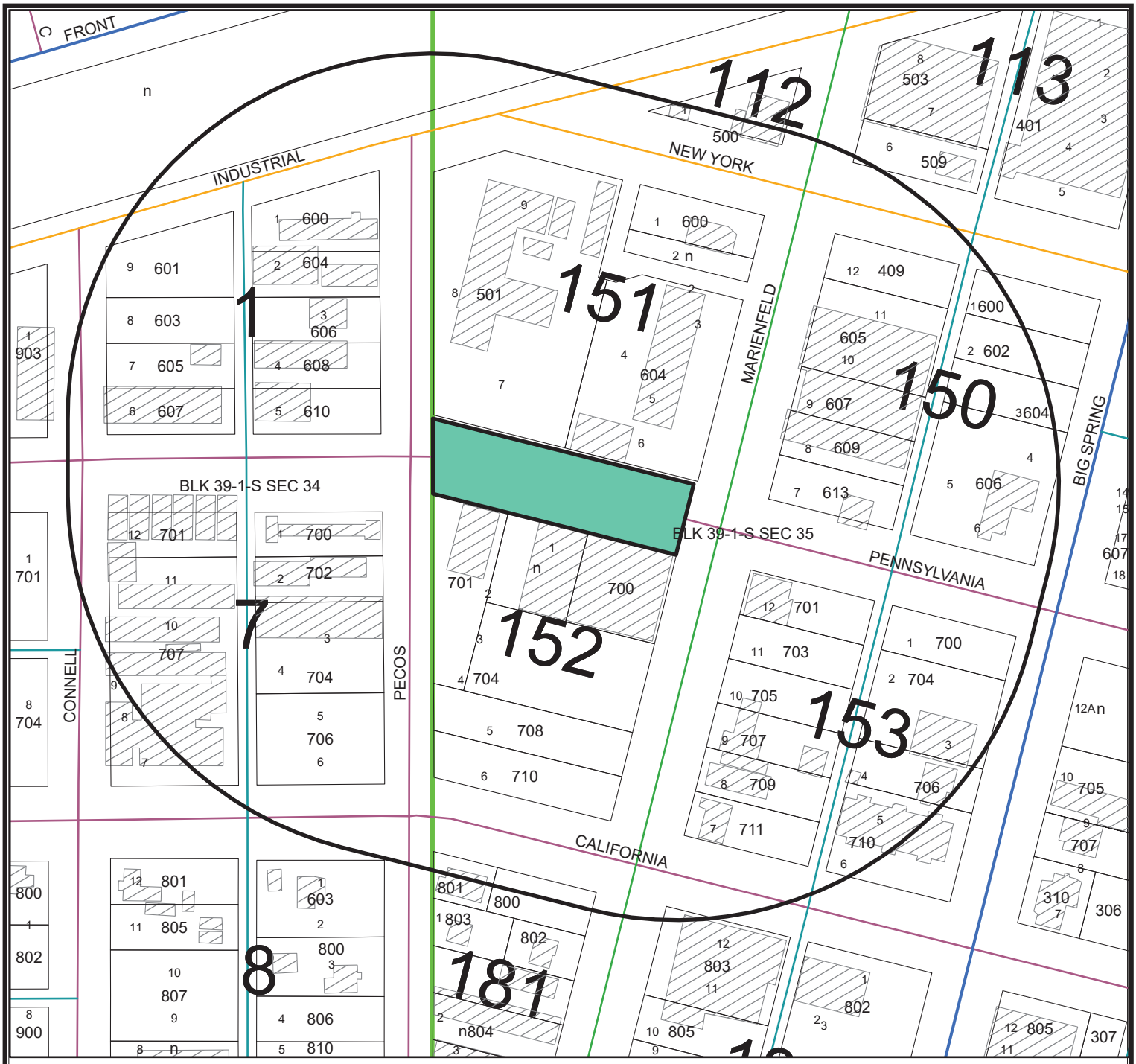
MARCH 05, 2026

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

0.523 ACRE TRACT OF LAND FOR A ROAD VACANCY ON PENNSYLVANIA AVENUE SITUATED BETWEEN BLOCK 151 AND 152, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

Drawing : F:\2026\260003-CENTURY GRAPHICS & SIGN-W PENNSYLVANIA AVE VACATION\DRAWINGS\EXHIBIT\260003 VACATION EXHIBIT.DWG Last Saved By: jdevine on 3/11/26



Location Map

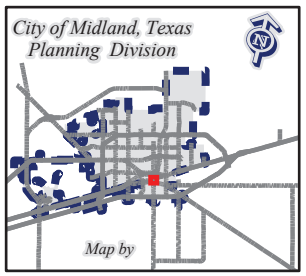
V-26-0076 **Scale: 1" = 157 '**

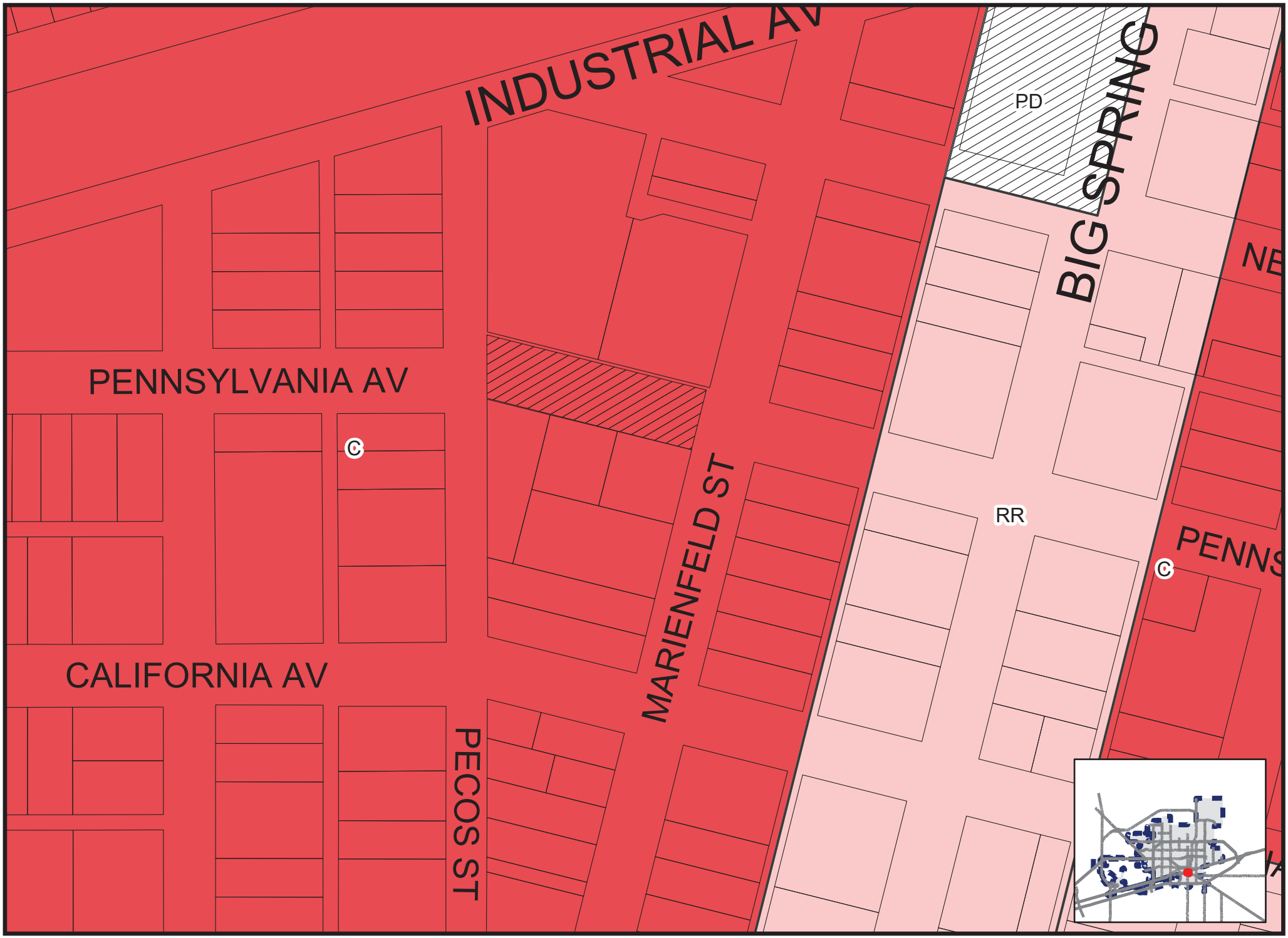
Consider a request by Century Graphics and Sign vacating and abandoning a 0.523-acre portion of West Pennsylvania Avenue right-of-way located adjacent to Blocks 151 and 152, Southern Addition, City and County of Midland, Texas.

Generally located on the west side of the intersection of South Marienfeld Street, and West Pennsylvania Avenue. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Created: 3/31/2026

V-26-0076

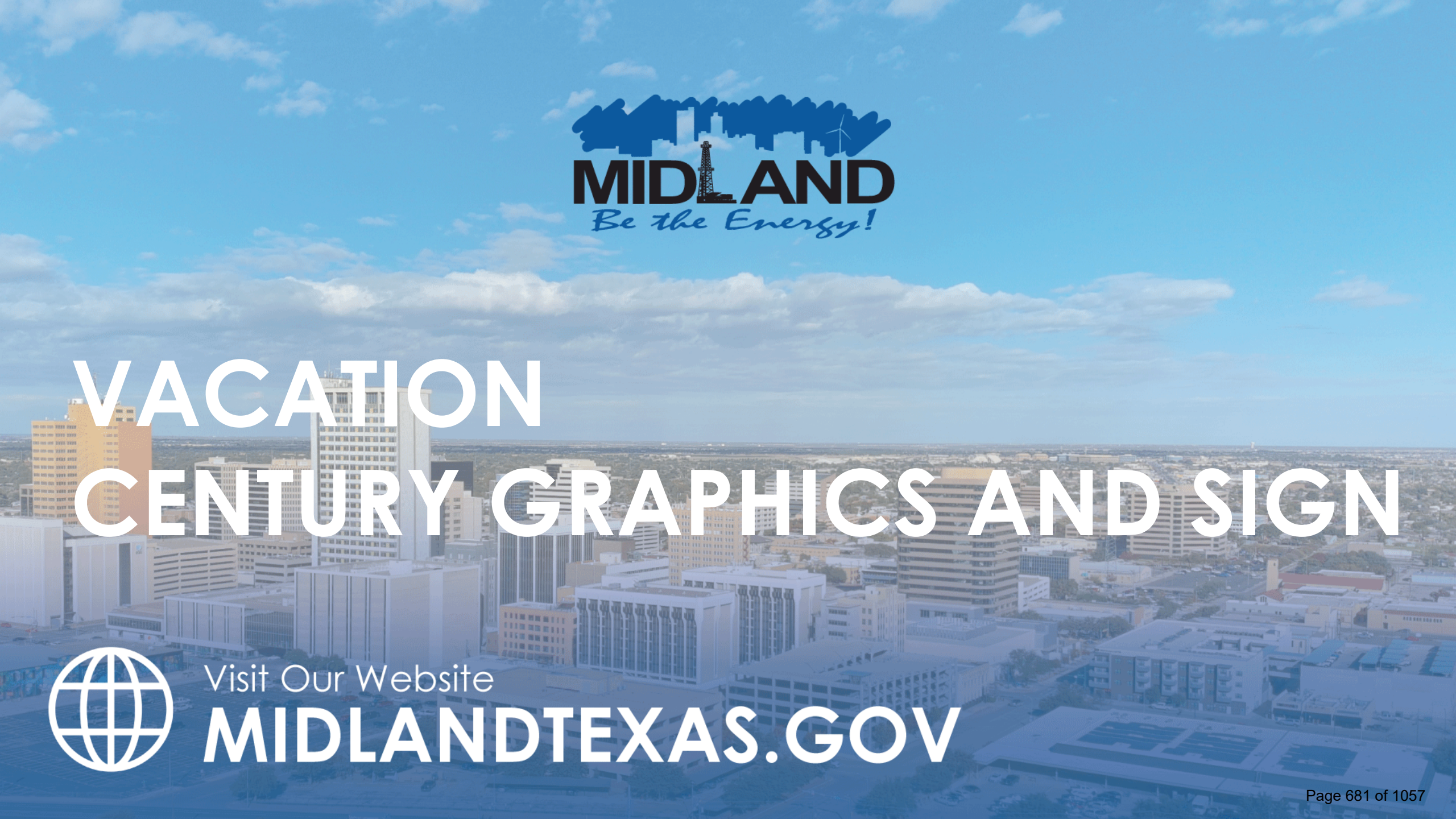
Scale: 1" = 157 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS

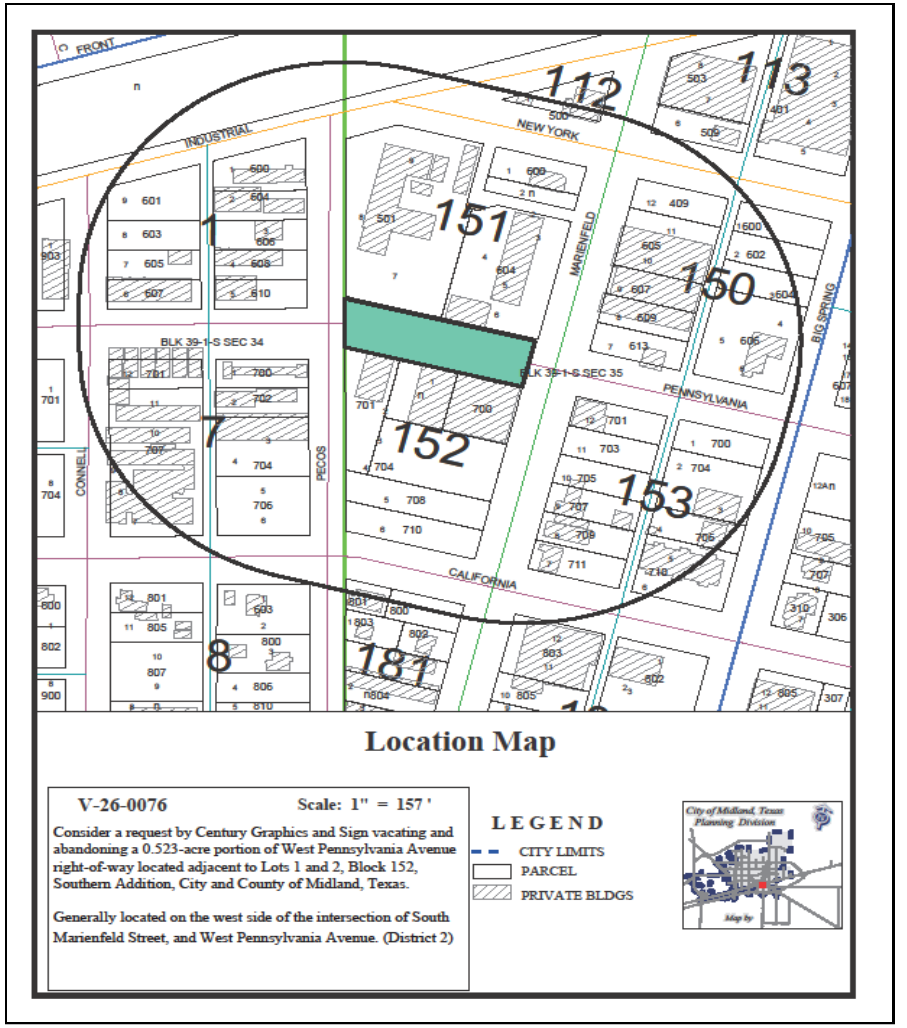

INDUSTRIAL
PECOS
NEW YORK
BIG SPRING
MARIENFELD
PENNSYLVANIA
BLK 39-1-S SEC 35
151
150
152
153
1
7
601
603
605
607
608
610
501
500
503
509
401
605
607
609
613
602
701
702
704
706
707
708
710
700
703
709
711




MIDLAND
Be the Energy!
VACATION
CENTURY GRAPHICS AND SIGN
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

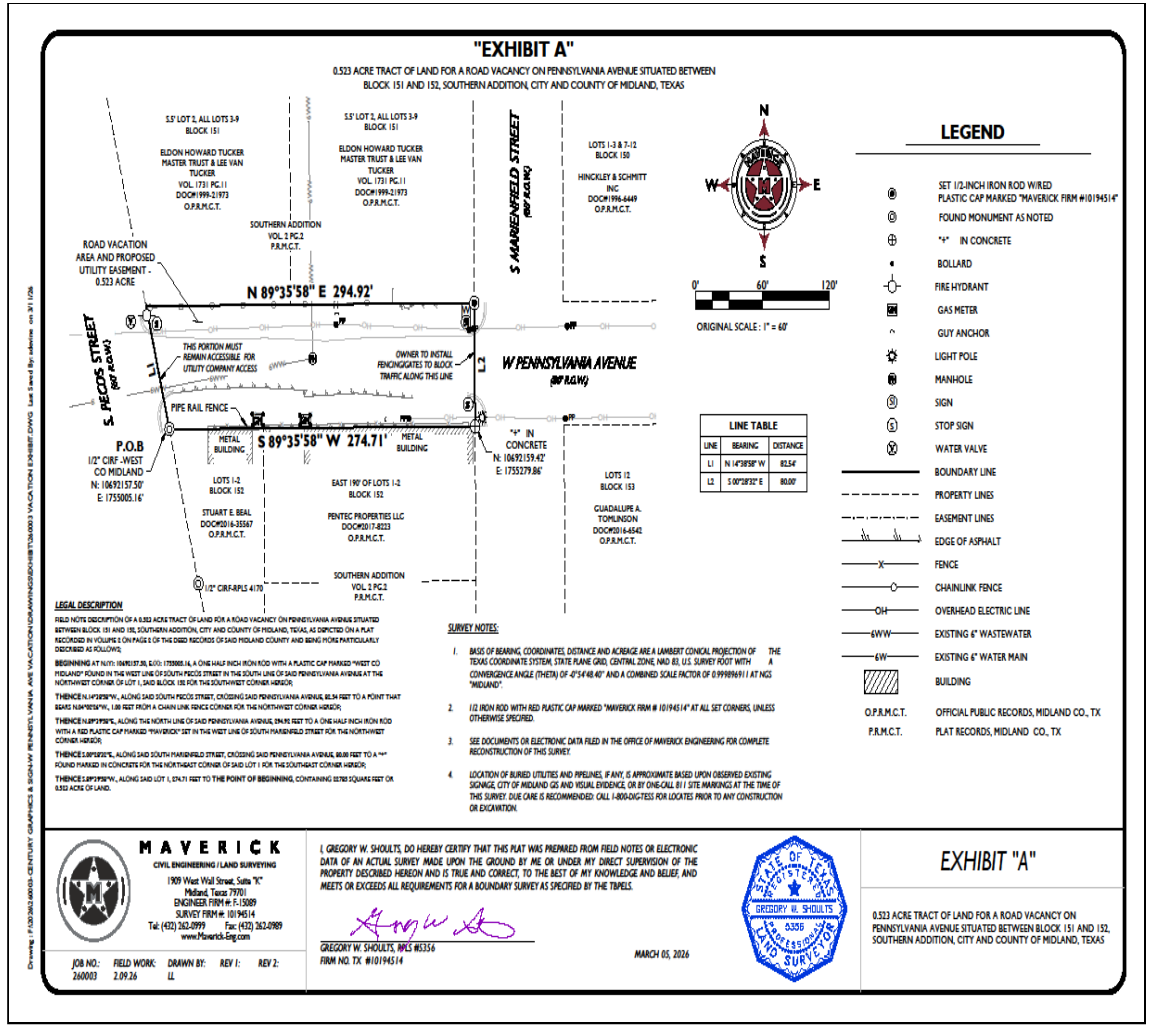
- **Applicant/Representative:** Century Graphics and Sign
- **Location:** Generally located on the west side of the intersection of South Marienfeld Street, and West Pennsylvania Avenue. (District 2)
- **Reason for Request:** To improve safety for their employees.



MIDLAND
Be the Energy!

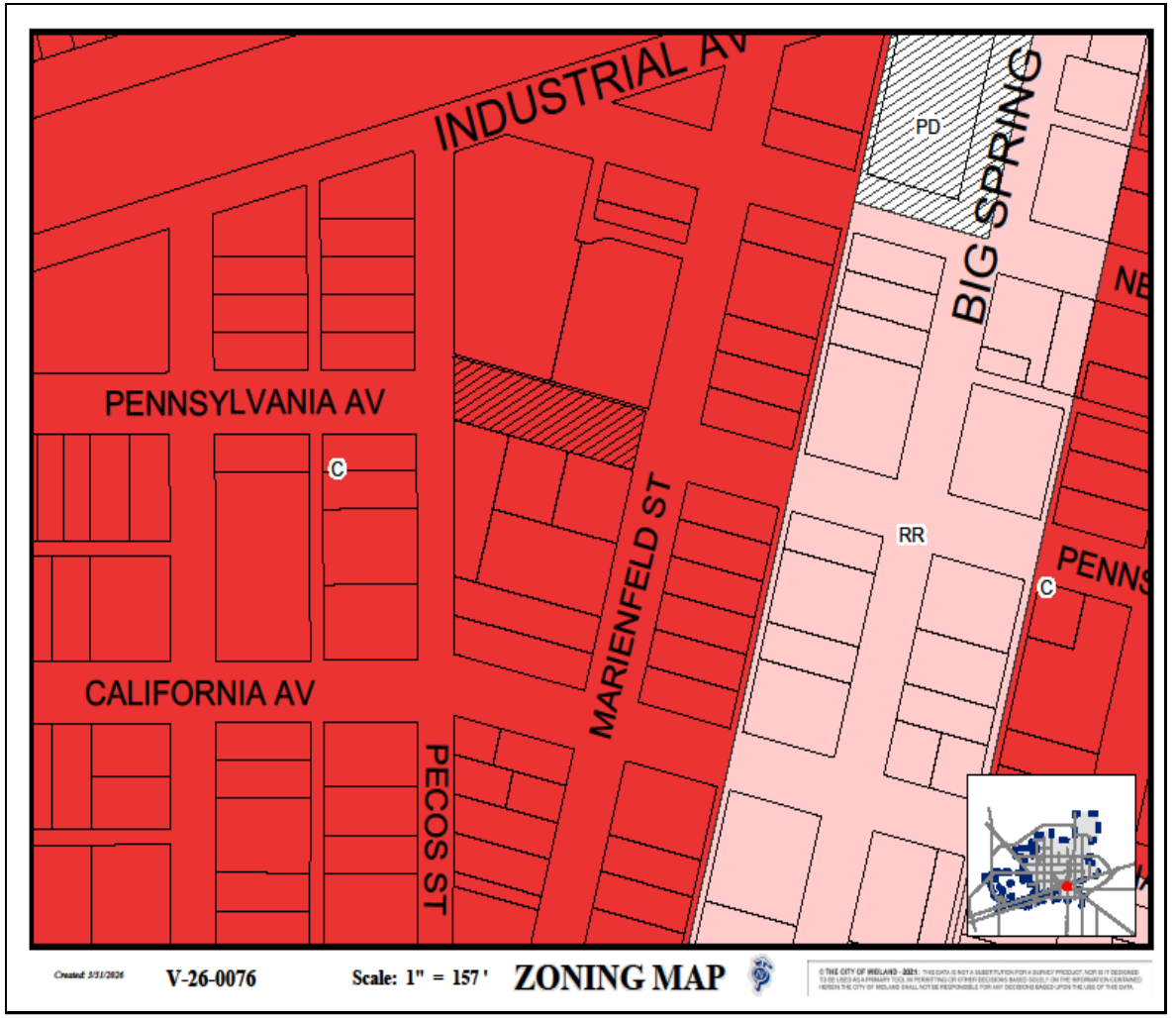
DETAILS OF REQUEST

- A 0.523-acre portion of West Pennsylvania Avenue.
- Will retain utility easement
- Will gate side of Pennsylvania and Marienfeld



ZONING

- **Current Zoning:** C, Commercial
- **Surrounding Zoning:**
  - **North/South/East/West:** C, Commercial



LAND USE

- **Current Use:** Street
- **Surrounding Uses:**
  - **North/South/West:** Commercial use
  - **East:** Restaurant



MIDLAND
Be the Energy!



On Marienfeld Street, Looking West

STAFF'S RECOMMENDATION

- No objections were received.
- 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 $45,563.76; 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: July 21, 2026
To: City Council
From: Landon Ochoa, Planning Division Manager
Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:
Cumulus Design, on behalf of Cumberland and Western Resources, LLC, is requesting an annexation of a 4.09 acre property located on the south side of East State Highway 158 for future commercial development.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
This item requests approval of the annexation of approximately 4.09 acres into the City of Midland for future commercial development. In addition to annexation, the property is also undergoing the initial zoning and platting process. Annexation must be approved before the initial zoning can take effect. The associated initial zoning request was recommended for approval by the Planning and Zoning Commission on March 2, 2026, and is scheduled for consideration by City Council on July 21, 2026. The associated preliminary plat was approved by the Planning and Zoning Commission on February 17, 2026.

The Tall City Tomorrow Comprehensive Plan designates this area as Urban-High, which calls for 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 Planning and Zoning Commission

recommended approval of the initial zoning request on March 2, 2026.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Fire: (Approved)

No comments or objections for the annexation.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No oil & gas issues.

GIS: (Approved)

No comments.

Planning: (Approved)

Staff recommends approval of this request.

Letters of Objection:

As of July 10, 2026, staff has received no letters of objection.

Attachments:
A. ORD w EXH - A-25-0052 - Annexation Ord w Exh
B. A-25-0052, Combined Documents
C. CC - - West Fork Addition, Section 6 Annexation

Britton Murry, Development Services	Created/Initiated - 7/2/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on July 21, 2026, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on June 25, 2026, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on July 3, 2026; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

> Being a 4.09-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit A and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed 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

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in **Exhibit A** (the "Property"), said **Exhibit A** being attached hereto and incorporated herein, Cumberland & Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

CUMBERLAND & WESTERN RESOURCES, LLC

By: _____
Carlos Iglesias, Representative

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of January, 2026, by Carlos Iglesias in the capacity herein stated.

MY COMMISSION EXPIRES
5/15/2029

_____
Notary Public, State of Texas

Aubrey Esther Marshall
My Commission Expires
5/15/2029
Notary ID135514167

Exhibit A

DESCRIPTION

Being a 4.09 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an "X" cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an "X" cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, N59°05'27"W, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, a distance of 593.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2223 of said Plat Records, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to a point in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 573.69 feet to the **POINT OF BEGINNING**, and containing an area of 4.09 acres (177,968 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas



Caleb McCanlies
R.P.L.S. # 7036

06-11-2025
Date

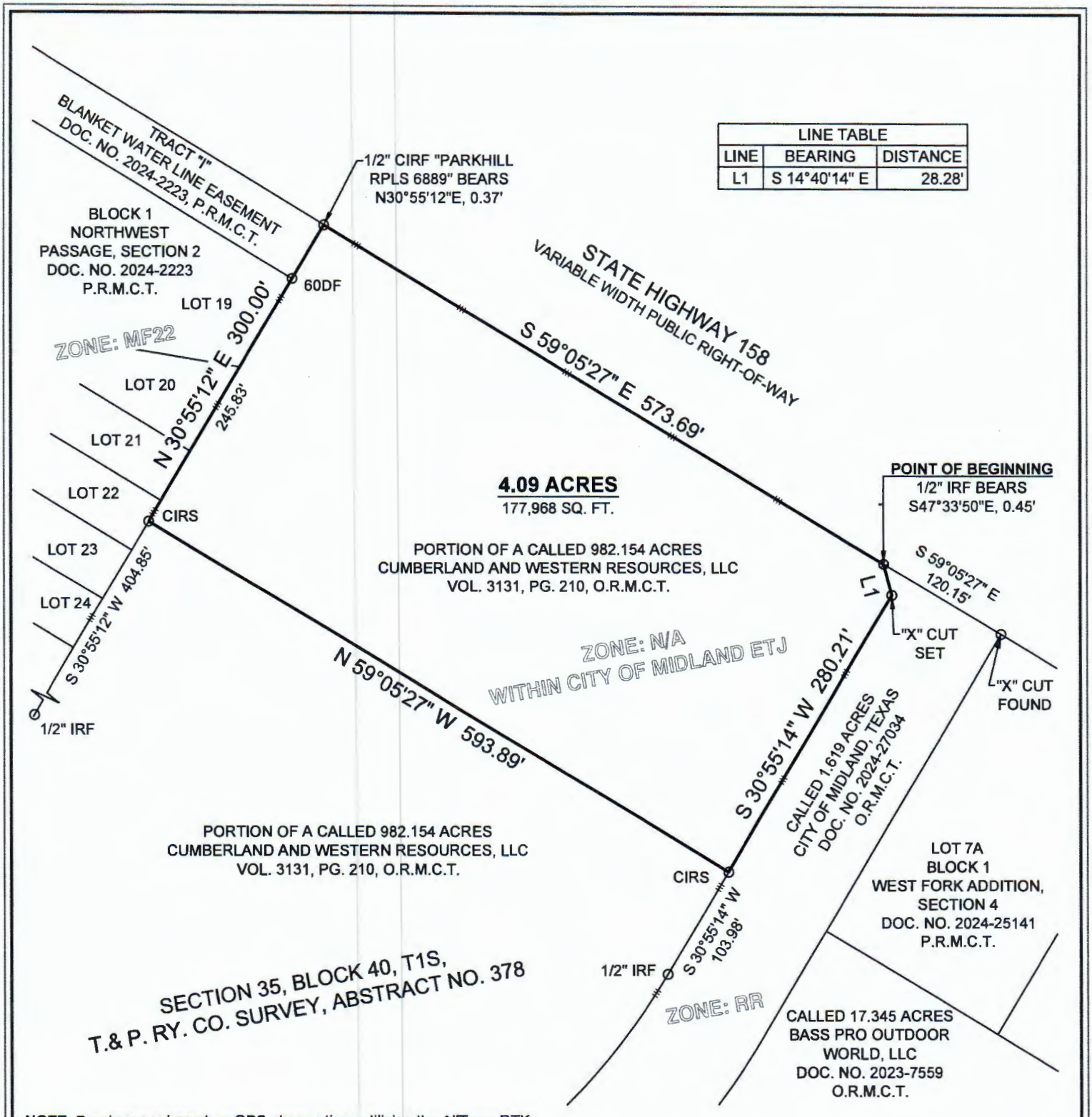
EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

Exhibit A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

N

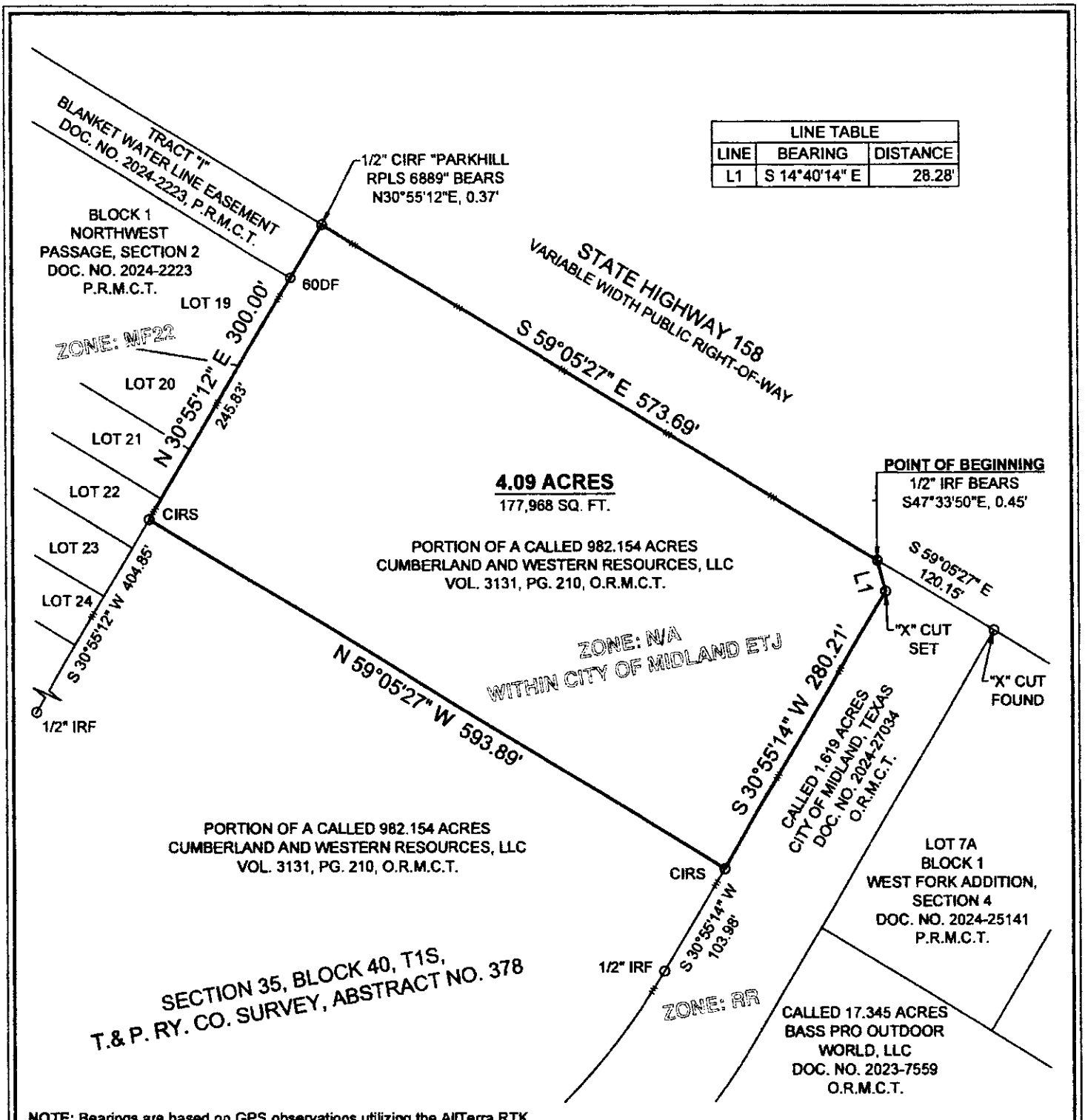
1" = 120'

0 60 120

LEGEND

O	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

Exhibit A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

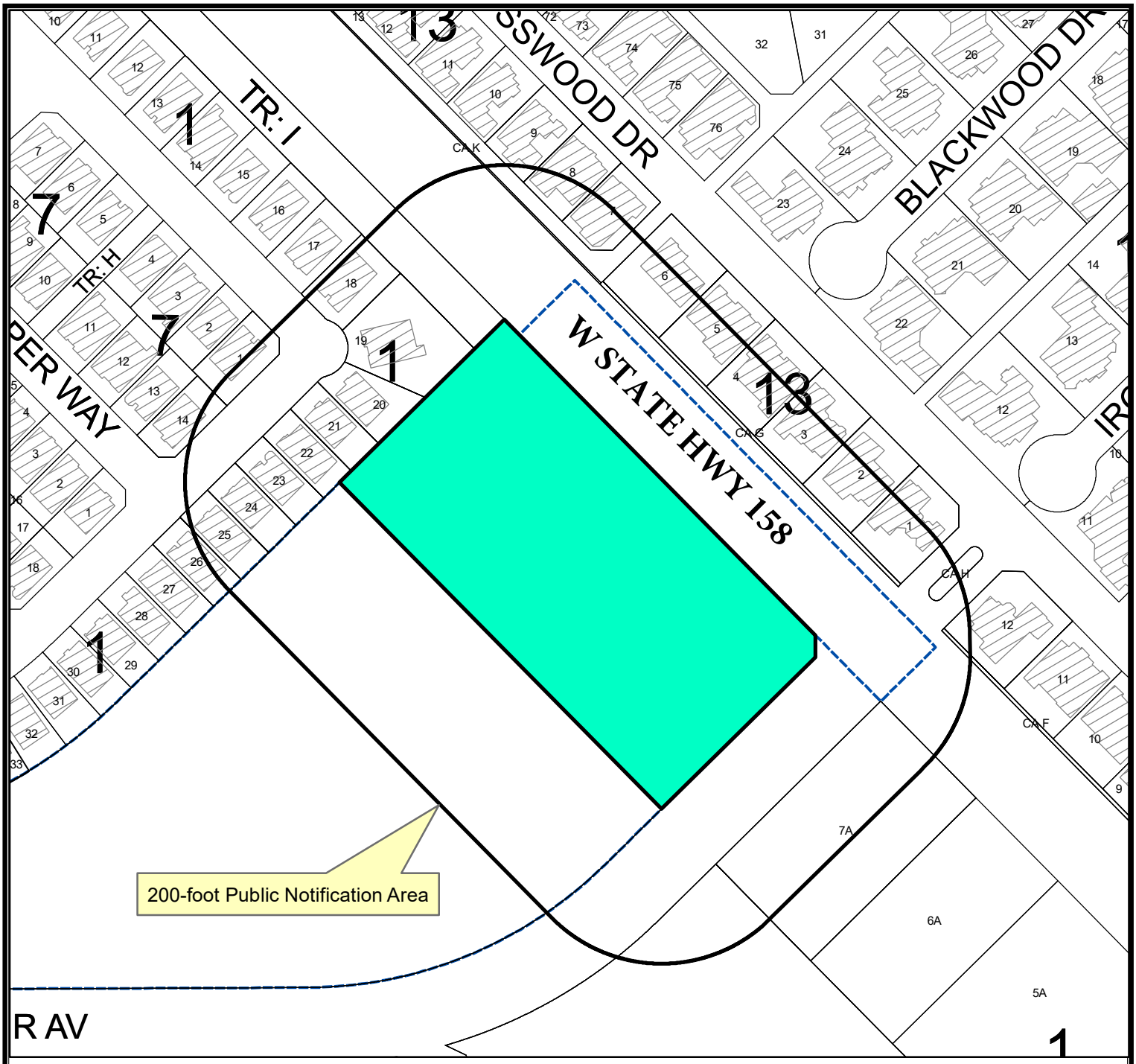
N

1" = 120'

0 60 120

LEGEND

O	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
—•—	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP



Location Map

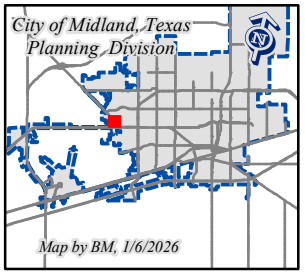
A-25-0052 **Scale: 1" = 185'**

An ordinance on a request by Cumulus Design, on behalf of Cumberland and Western Resources, LLC, for an annexation of a 4.09-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)

LEGEND

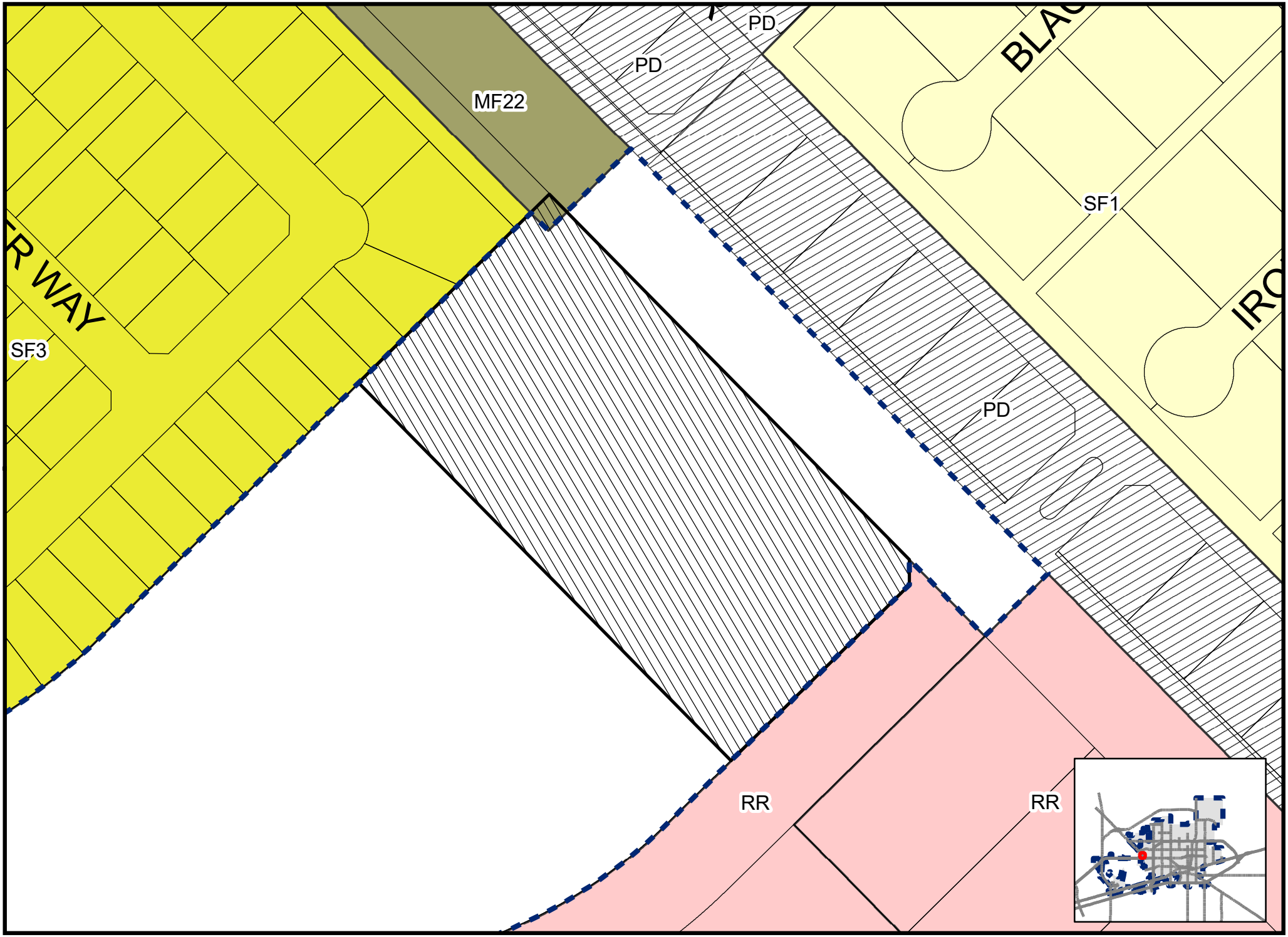
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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, 1/6/2026

A-25-0052

Scale: 1" = 135'

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

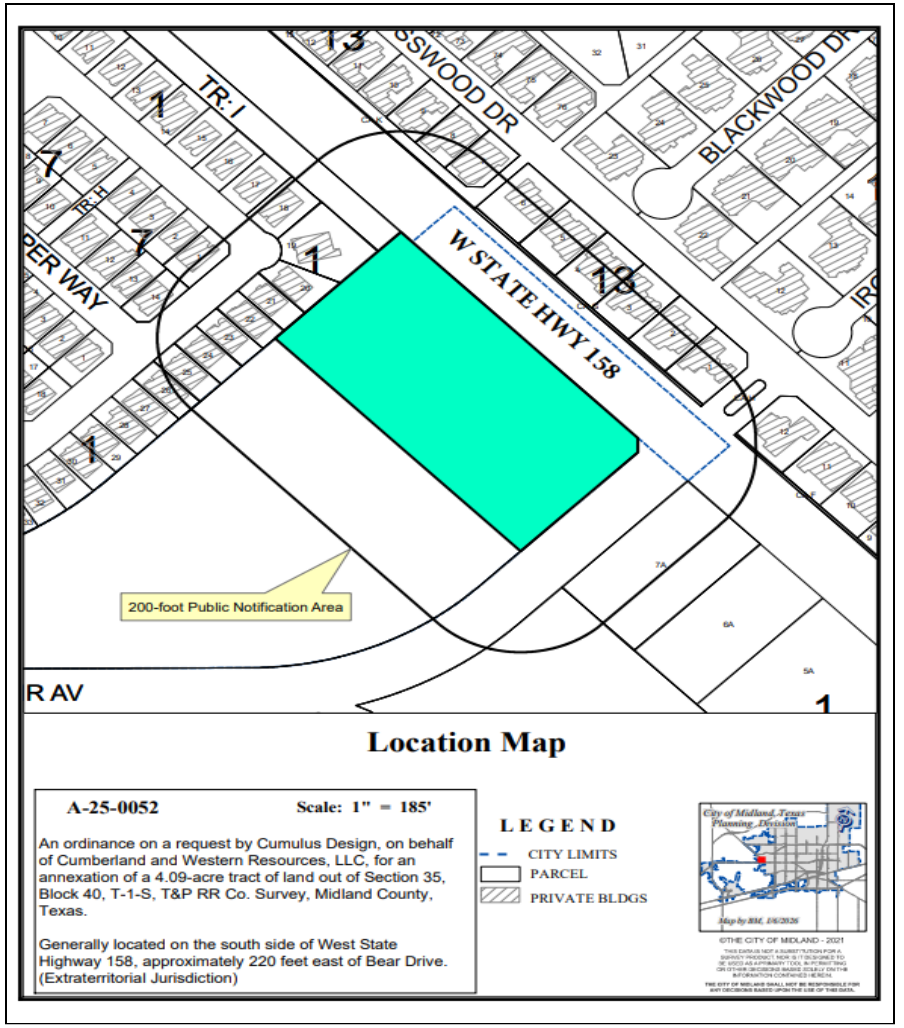





MIDLAND
Be the Energy!
ANNEXATION
WEST FORK ADDITION, SECTION 6
Visit Our Website
MIDLANDTEXAS.GOV

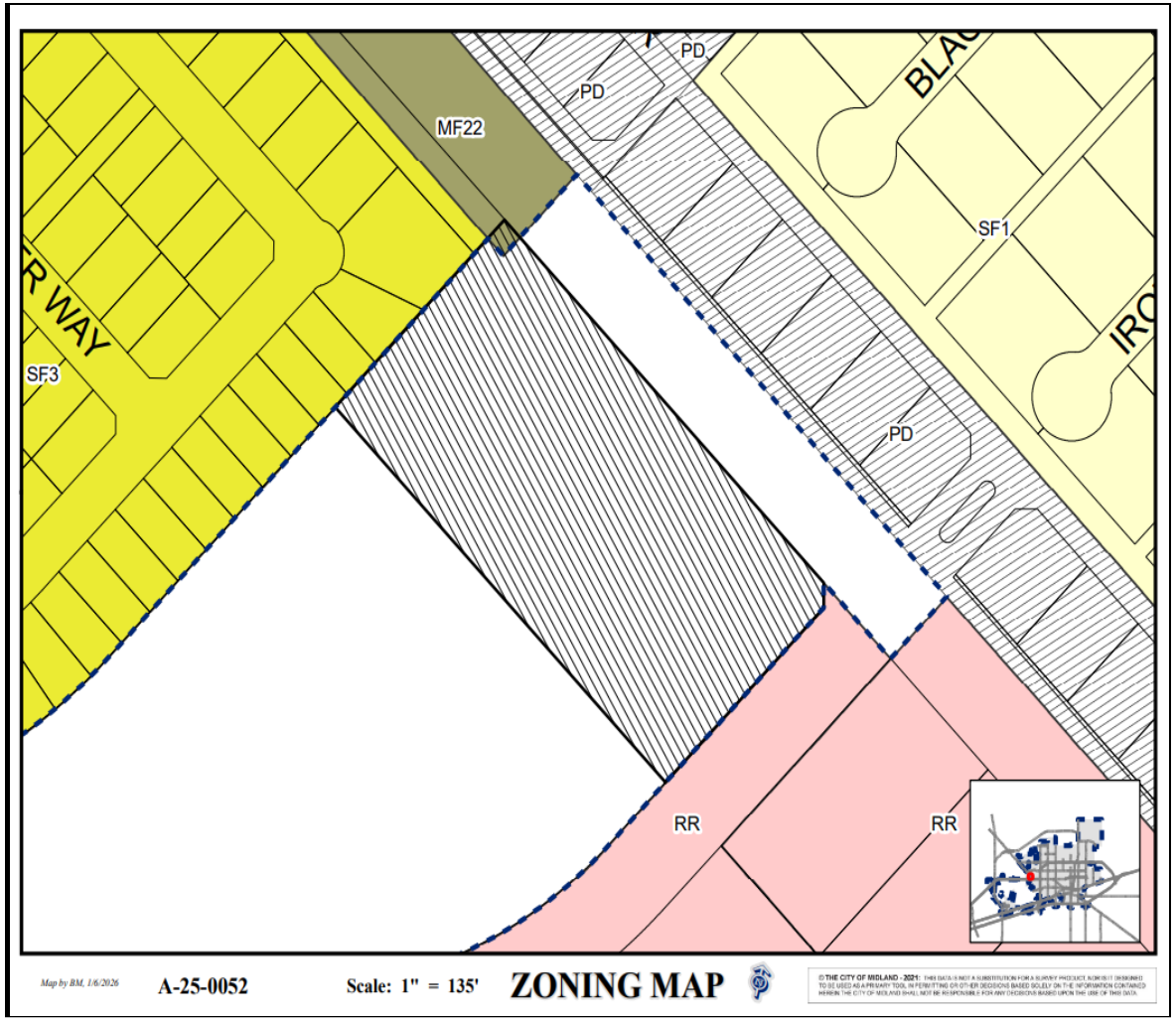
APPLICATION SUMMARY

- **Applicant/Representative:** Carlos Iglesias, with Cumulus Design
- **Property Owner:** Cumberland and Western Resources, LLC
- **Location:** Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)
- **Reason for Request:** For future commercial development



ZONING

- **Current Zoning:** No Zoning (ETJ)
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Housing Development
  - **South:** Extraterritorial Jurisdiction
  - **East:** RR, Regional Retail District
  - **West:** SF-3, Single-Family Dwelling District
- **Proposed Zoning:** RR, Regional Retail District, in part, and LR, Local Retail District, in part



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Single-Family Housing
  - **South:** Vacant Land
  - **East:** Gas Station
- **Proposed Use:** Commercial Use



MIDLAND
Be the Energy!

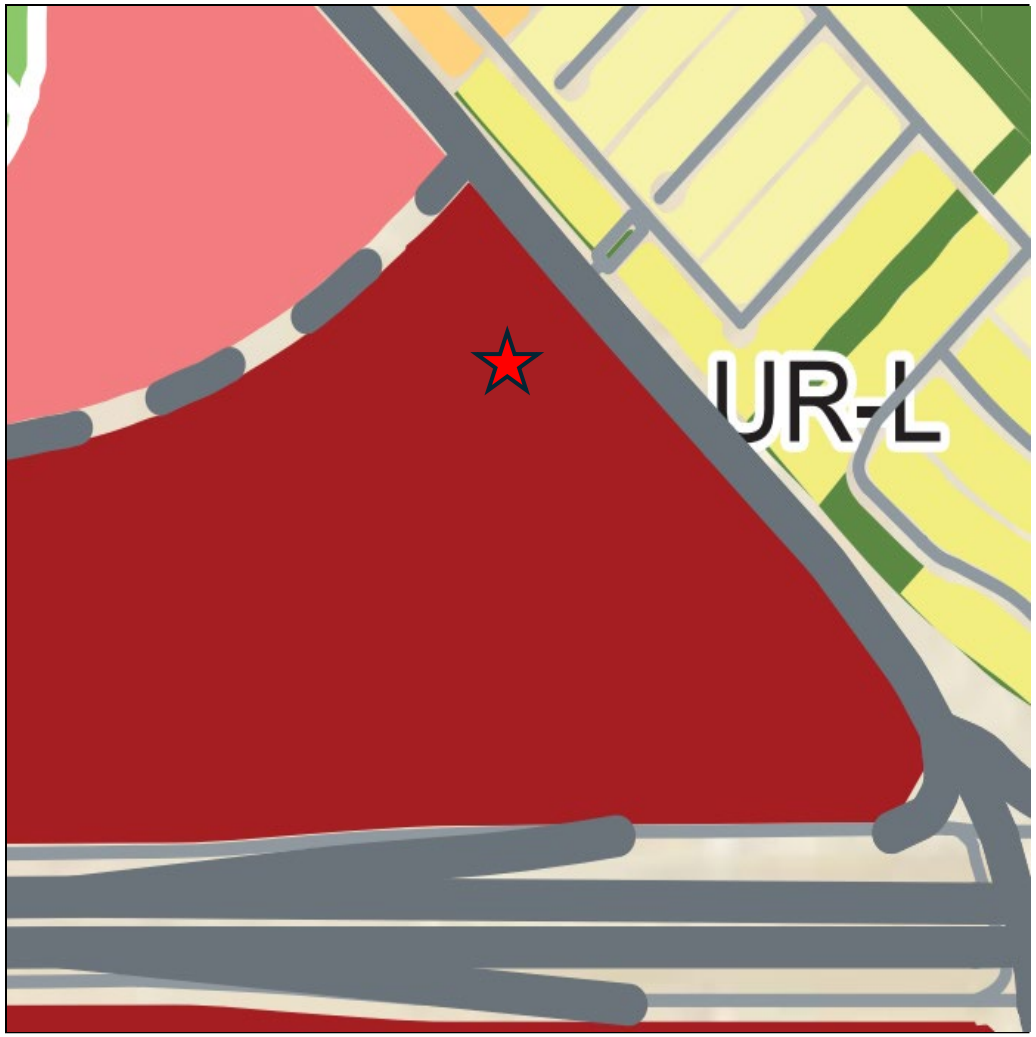


On West State Highway 158, Looking South

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-High, (U-H)
- **Supported Uses:** A mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the annexation, the property is also in the process pf being platted and initially zoned.
- The associated initial zoning request was approved by the Planning and Zoning Commission on March 2, 2026, and is scheduled for the June 9, 2026, City Council Meeting.
- The associated preliminary plat was approved by the Planning and Zoning Commission on February 17, 2026.



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: 28.
Meeting Date: July 21, 2026
To: City Council
From: Landon Ochoa, Planning Division Manager
Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Cumulus Design, on behalf of Cumberland and Western Resources, LLC, is requesting an initial zoning of RR, Regional Retail District, in part, and LR, Local Retail, in part, for future commercial development for property located on the south side of West State Highway 158.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

Not Currently Zoned

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Housing development and consist of single-family homes. The properties to the west are zoned SF-3, Single-Family Dwelling District, and consist of single-family homes. The properties to the south

and east are zoned RR, Regional Retail District, and land use consists of restaurants with drive-throughs and retail stores.

Analysis:

The subject property is located on the south side of West State Highway 158. The property currently has no zoning due to it being outside city limits. Cumulus Design, on behalf of Cumberland and Western Resources, LLC, is requesting an initial zoning of RR, Regional Retail District, in part, and LR, Local Retail District, in part. The initial zoning is running concurrently with the annexation of this property. In addition to the initial zoning and the annexation request, the applicant is also in the process of platting this property (4.09-acres) into three lots. The two eastern lots (proposed Lots 1 and 2) will be zoned RR, Regional Retail District. The singular western lot (proposed Lot 3) will be zoned LR, Local Retail District. Proposed Lot 3 is being zoned as a less-intense zoning (LR, Local Retail District) due to its proximity to a residential subdivision. Proposed Lot 3 will serve as the buffer between the higher-intensity zoning (RR, Regional Retail District) and residential subdivision (SF-3, Single-Family Dwelling District) in this area. Proposed Lot 1 will be the location of a bank. The use for proposed Lots 2 and 3 has not been determined at this time but will be governed by each of their respective initial zoning districts (Regional Retail and Local Retail).

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban High (U-H). This designation focus calls for 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.

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 zoning. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this initial zoning of RR, Regional Retail District, in part, and LR, Local Retail District, in part.

Letters of Objection:

Staff has not received any letters of objection as of July 11, 2026.

Attachments:

A. ORD w EXH - A-25-0052 - Initial Zoning Ord w Exh
B. Z-25-0449, Combined Documents
C. CC - - West Fork Addition, Section 6 Initial Zoning

Britton Murry, Development Services	Created/Initiated - 7/2/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 4.09-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT, IN PART, AND AN RR, REGIONAL RETAIL DISTRICT, IN PART; SAID TRACT BEING GENERALLY LOCATED ON THE SOUTH SIDE OF WEST STATE HIGHWAY 158, APPROXIMATELY 220 FEET EAST OF BEAR DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on July 21, 2026 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an LR, Local Retail District, in part, and an RR, Regional Retail District, in part, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit A, attached hereto and incorporated herein by reference, is hereby established, and

the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification, as follows:

A. the initial zoning classification for the tract of land described in Exhibit B, attached hereto and incorporated herein by reference, shall be LR, Local Retail District; and

B. the initial zoning classification for the tract of land described in Exhibit C, attached hereto and incorporated herein by reference, shall be RR, Regional Retail District.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. 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 FIVE. 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

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in **Exhibit A** (the "Property"), said **Exhibit A** being attached hereto and incorporated herein, Cumberland & Western Resources, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

CUMBERLAND & WESTERN RESOURCES, LLC

By: _____
Carlos Iglesias, Representative

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 21st day of January, 2026, by Carlos Iglesias in the capacity herein stated.

MY COMMISSION EXPIRES
5/15/2029

_____
Notary Public, State of Texas

Aubrey Esther Marshall
My Commission Expires
5/15/2029
Notary ID135514167

Exhibit A

DESCRIPTION

Being a 4.09 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an "X" cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an "X" cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, N59°05'27"W, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, a distance of 593.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2223 of said Plat Records, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to a point in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 573.69 feet to the **POINT OF BEGINNING**, and containing an area of 4.09 acres (177,968 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas



Caleb McCanlies
R.P.L.S. # 7036

06-11-2025
Date

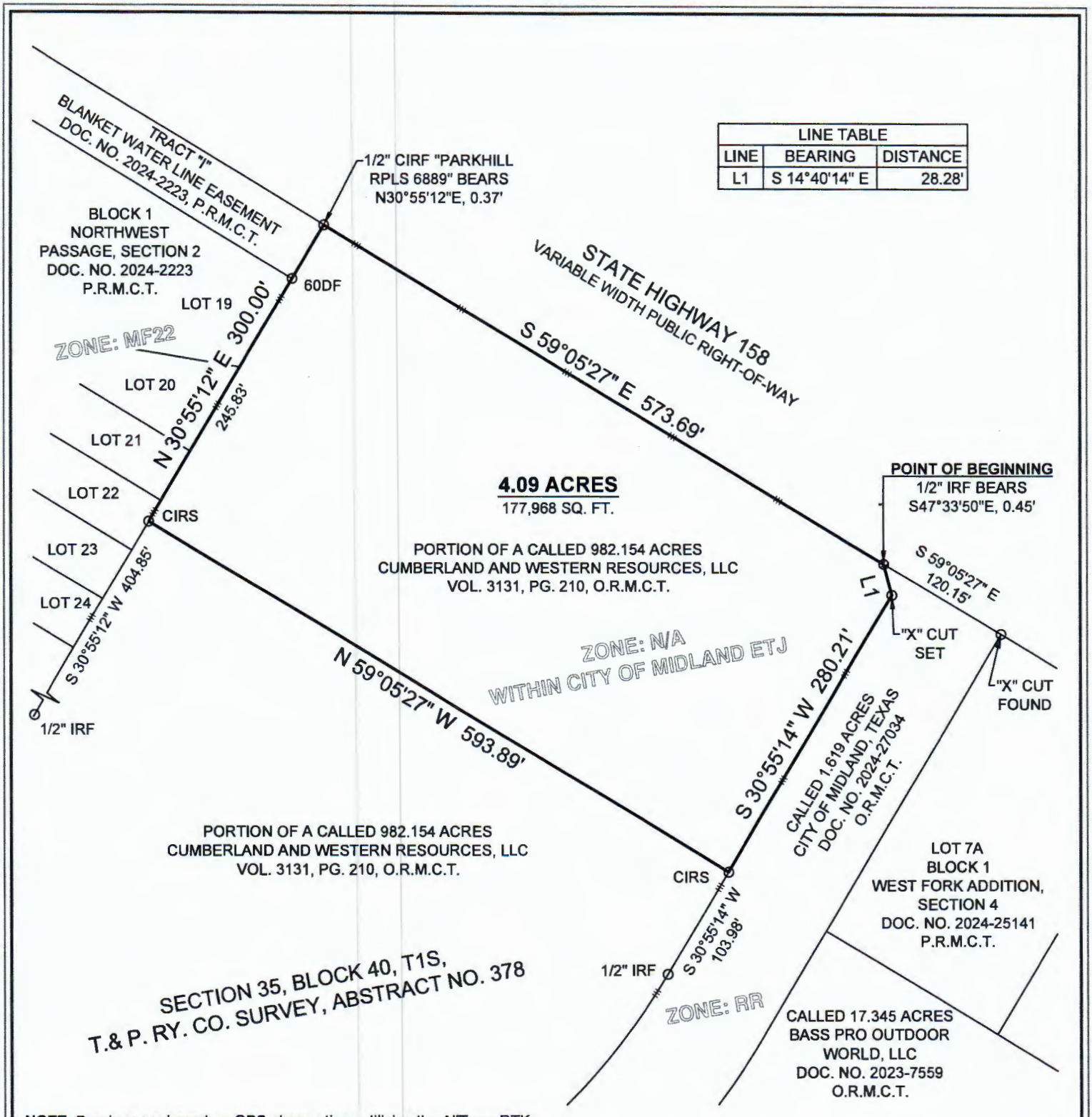
EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

Exhibit A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	06-11-2025

N

1" = 120'

0 60 120

LEGEND

O	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

EXHIBIT B

DESCRIPTION

Being a 1.69 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), from which a 1/2 inch iron rod with yellow plastic cap stamped "PARKHILL RPLS 6889" found at the east corner of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2666 of the Plat Records of Midland County, Texas, bears N30°55'12"E, a distance of 0.37 feet;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 245.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, leaving the southwest right-of-way line of State Highway 158, over and across said 982.154 acre tract, the following two (2) courses and distances:

1. S30°55'14"W, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N59°05'27"W, a distance of 245.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of said Northwest Passage, Section 2, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to the **POINT OF BEGINNING**, and containing an area of 1.69 acres (73,500 square feet) of land, more or less.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

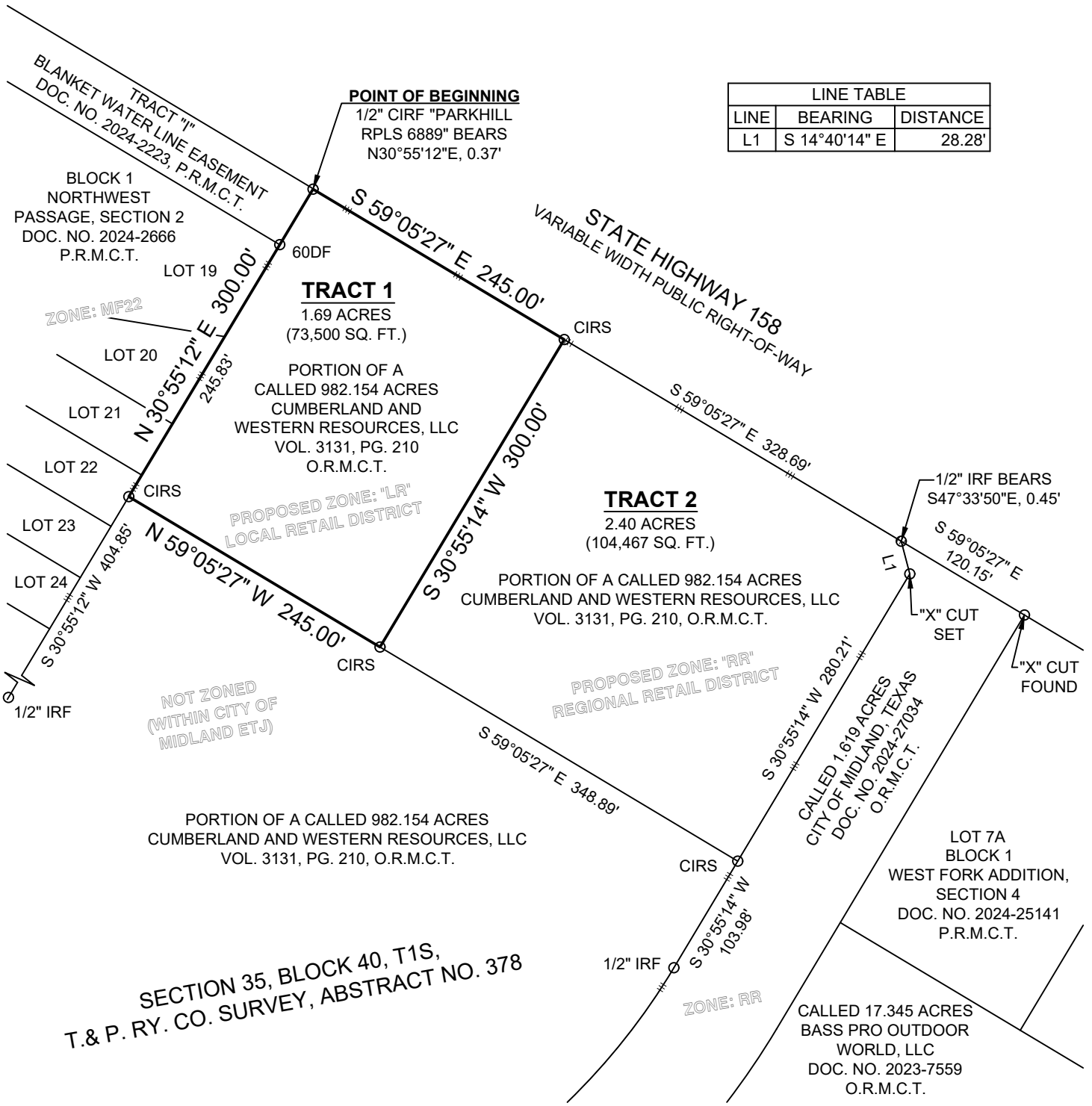
TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	11-18-2025

STATE OF TEXAS REGISTERED CALEB H. MCCANLIES 7036 PROFESSIONAL LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

11-18-2025
Date



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

LEGEND

○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
———	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	11-18-2025

N

1" = 120'

0 60 120

EXHIBIT C

DESCRIPTION

Being a 2.40 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an “X” cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an “X” cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, the following two (2) courses and distances:

1. N59°05'27"W, a distance of 348.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N30°55'14"E, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 328.69 feet to the **POINT OF BEGINNING**, and containing an area of 2.40 acres (104,467 square feet) of land, more or less.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

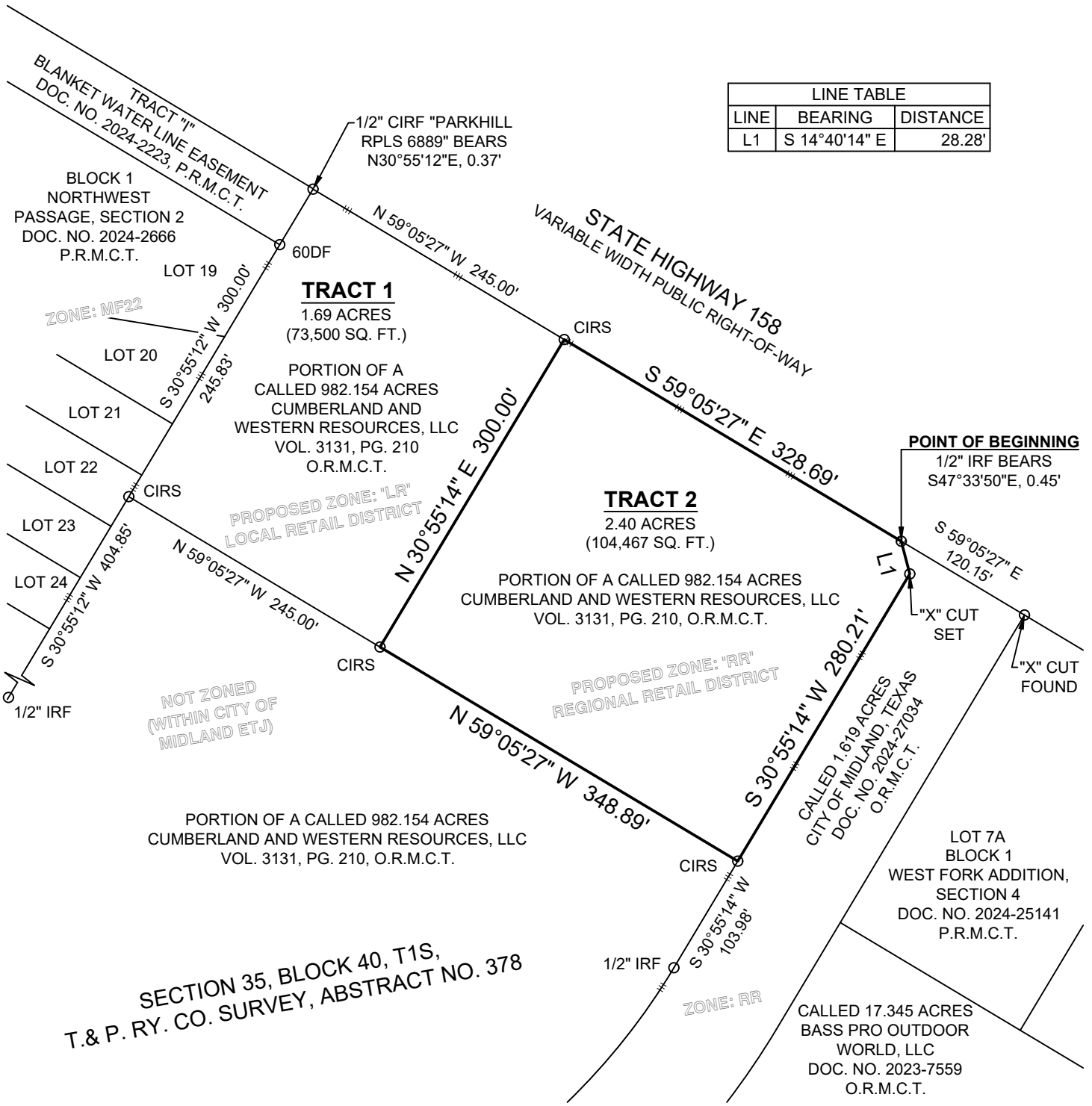
TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-08	CHM	11-18-2025

STATE OF TEXAS
REGISTERED
CALEB H. MCCANLIES
7036
PROFESSIONAL
LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

11-18-2025
Date



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

LEGEND

○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
———	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-08	CHM	11-18-2025

N

1" = 120'

0 60 120

EXHIBIT A

DESCRIPTION

Being a 2.40 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), being the northernmost corner of a called 1.619 acre tract of land conveyed to City of Midland, Texas by deed of record in Document Number 2024-27034 of said Official Records, from which a 1/2 inch iron rod found bears S47°33'50"E, a distance of 0.45 feet, and an “X” cut found at the easternmost corner of said 1.619 acre tract of land, being the north corner of Lot 7A, Block 1, of West Fork Addition, Section 4, a subdivision of record in Document Number 2024-25141 of said Plat Records, bears S59°05'27"E, a distance of 120.15 feet;

THENCE, leaving the southwest right-of-way line of State Highway 158, along the northwest line of said 1.619 acre tract, the following two (2) courses and distances:

1. S14°40'14"E, a distance of 28.28 feet to an “X” cut set;
2. S30°55'14"W, a distance of 280.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set, from which a 1/2 inch iron rod found at a point of curvature in the northwest line of said 1.619 acre tract bears S30°55'14"W, a distance of 103.98 feet;

THENCE, leaving the northwest line of said 1.619 acre tract, over and across said 982.154 acre tract, the following two (2) courses and distances:

1. N59°05'27"W, a distance of 348.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N30°55'14"E, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southwest right-of-way line of State Highway 158, being the common northeast line of said 982.154 acre tract;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 328.69 feet to the **POINT OF BEGINNING**, and containing an area of 2.40 acres (104,467 square feet) of land, more or less.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

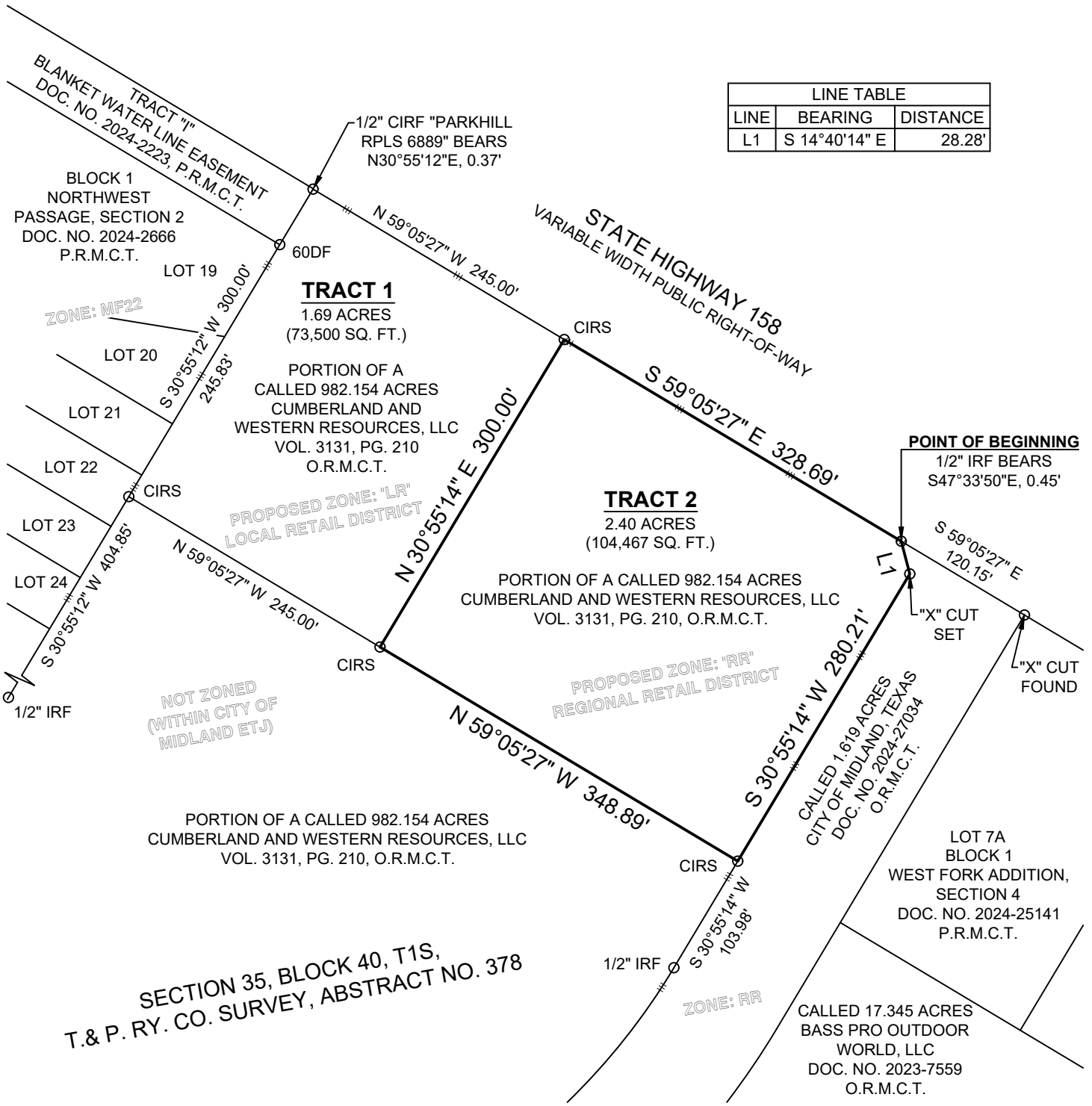
JOB NUMBER	DRAWN BY	DATE
2504.055-08	CHM	11-18-2025

STATE OF TEXAS
REGISTERED
CALEB H. MCCANLIES
7036
PROFESSIONAL
LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

11-18-2025
Date

EXHIBIT A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

LEGEND

○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-08	CHM	11-18-2025

N

1" = 120'

0 60 120

DESCRIPTION

Being a 1.69 acre tract of land out of Section 35, Block 40, Township 1 South, of the Texas and Pacific Railway Company Survey, Abstract Number 378, situated in Midland County, Texas, being a portion of a called 982.154 acre tract of land conveyed to Cumberland and Western Resources, LLC, by deed of record in Volume 3131, Page 210 of the Official Records of Midland County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway 158 (variable width public right-of-way), from which a 1/2 inch iron rod with yellow plastic cap stamped "PARKHILL RPLS 6889" found at the east corner of Northwest Passage, Section 2, a subdivision of record in Document Number 2024-2666 of the Plat Records of Midland County, Texas, bears N30°55'12"E, a distance of 0.37 feet;

THENCE, S59°05'27"E, along the southwest right-of-way line of State Highway 158 and the common northeast line of said 982.154 acre tract, a distance of 245.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, leaving the southwest right-of-way line of State Highway 158, over and across said 982.154 acre tract, the following two (2) courses and distances:

1. S30°55'14"W, a distance of 300.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
2. N59°05'27"W, a distance of 245.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the southeast line of said Northwest Passage, Section 2, from which a 1/2 inch iron rod found at a point of curvature in the southeast line of said Northwest Passage, Section 2, bears S30°55'12"W, a distance of 404.85 feet;

THENCE, N30°55'12"E, along the southeast line of said Northwest Passage, a distance of 300.00 feet to the **POINT OF BEGINNING**, and containing an area of 1.69 acres (73,500 square feet) of land, more or less.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

EAGLE SURVEYING

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

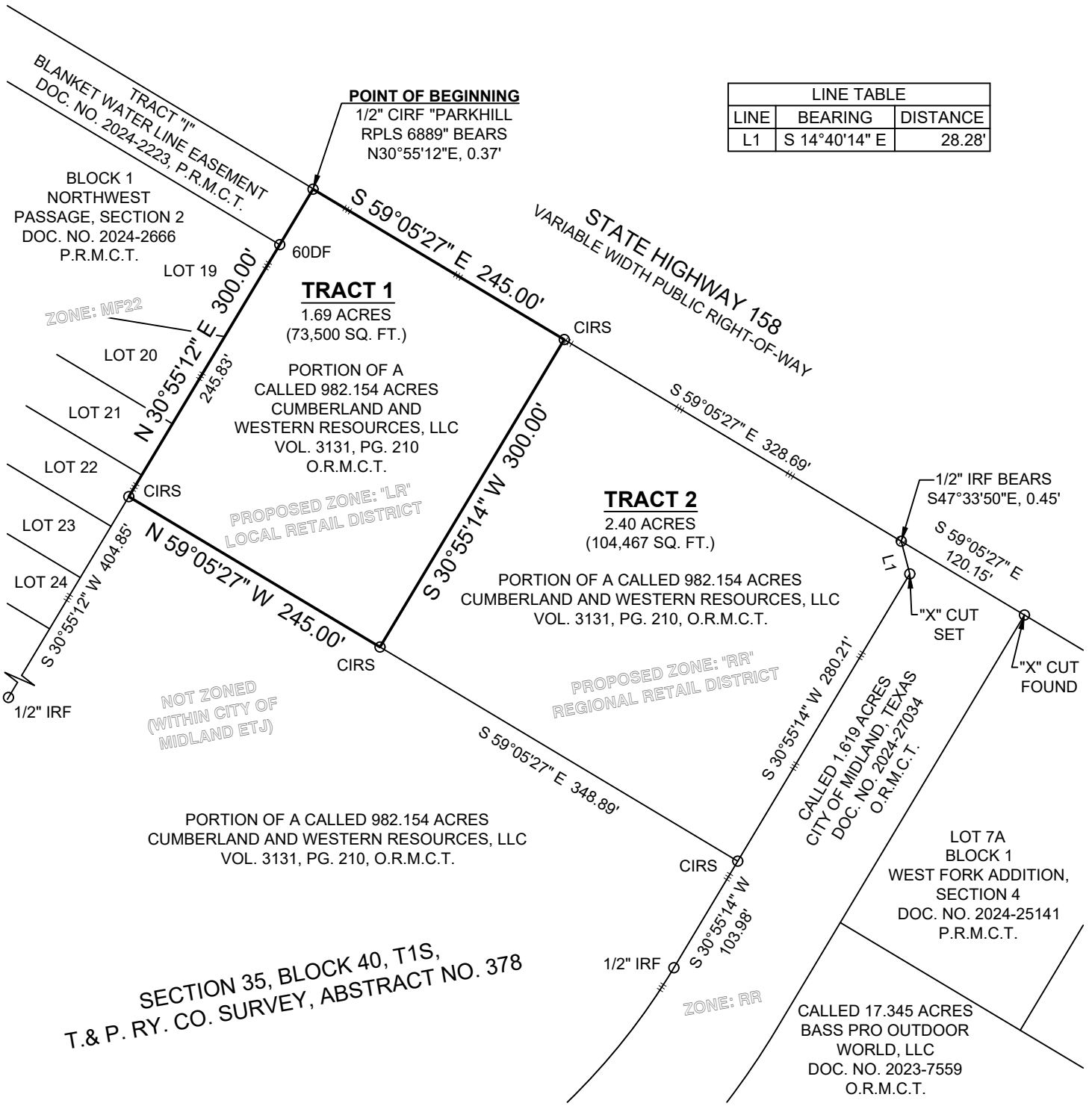
JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	11-18-2025

STATE OF TEXAS REGISTERED CALEB H. MCCANLIES 7036 PROFESSIONAL LAND SURVEYOR

Caleb McCanlies
R.P.L.S. # 7036

11-18-2025
Date

EXHIBIT B



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°40'14" E	28.28'

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2

EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009

TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2504.055-03	CHM	11-18-2025

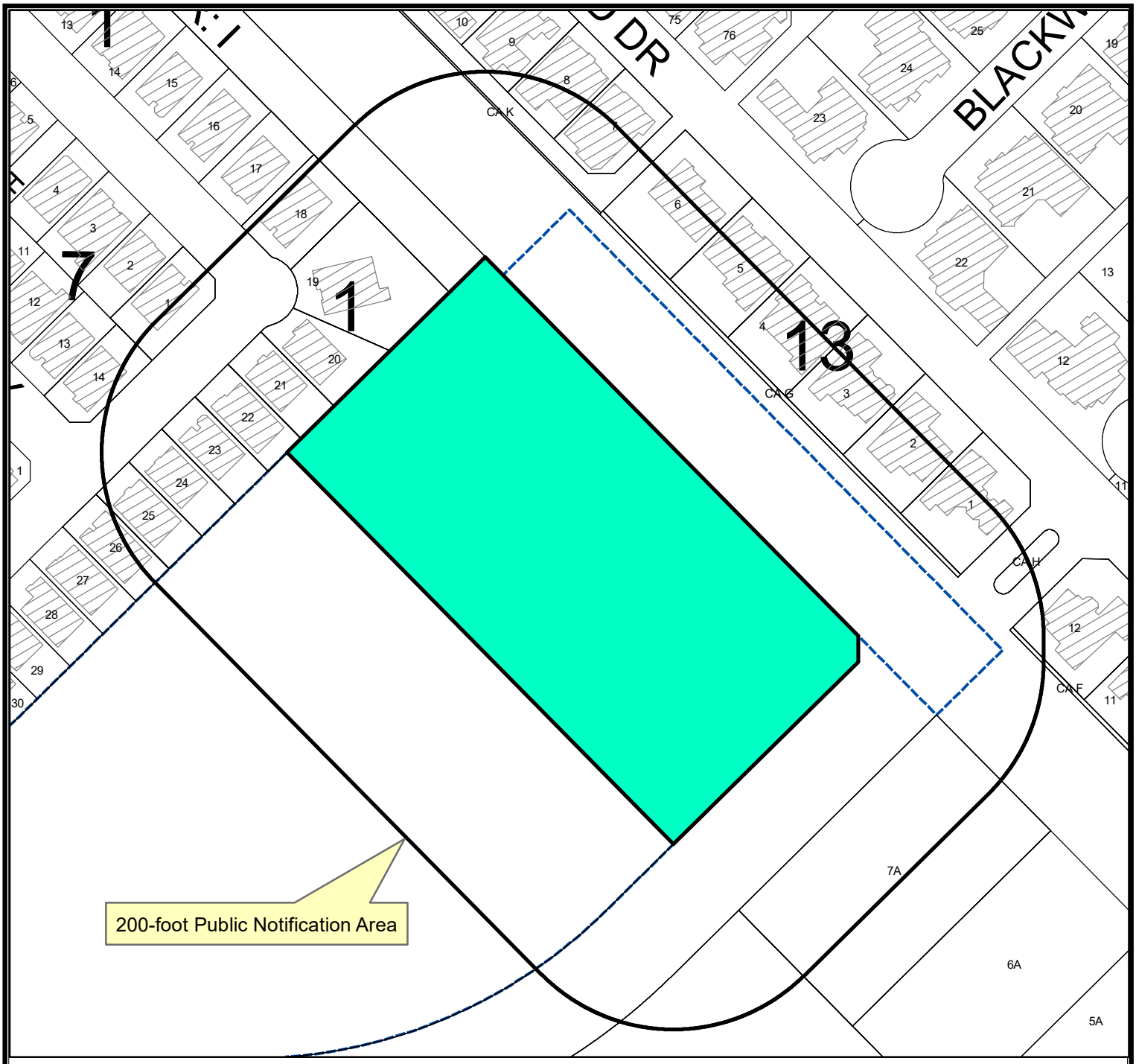
N

1" = 120'

0 60 120

LEGEND

○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET STAMPED "EAGLE SURVEYING"
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.M.C.T.	OFFICIAL RECORDS, MIDLAND COUNTY, TEXAS
P.R.M.C.T.	PLAT RECORDS, MIDLAND COUNTY, TEXAS
———	APPROXIMATE CITY LIMITS PER CITY OF MIDLAND GIS MAP



Location Map

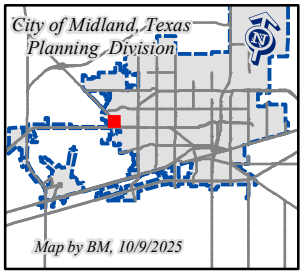
Z-25-0449 **Scale: 1" = 154'**

Consider a request by Cumulus Design, on behalf of Cumberland and Western Resources, LLC, for an initial zoning of RR, Regional Retail District, in part, and LR, Local Retail District, in part, for a 4.09-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)

LEGEND

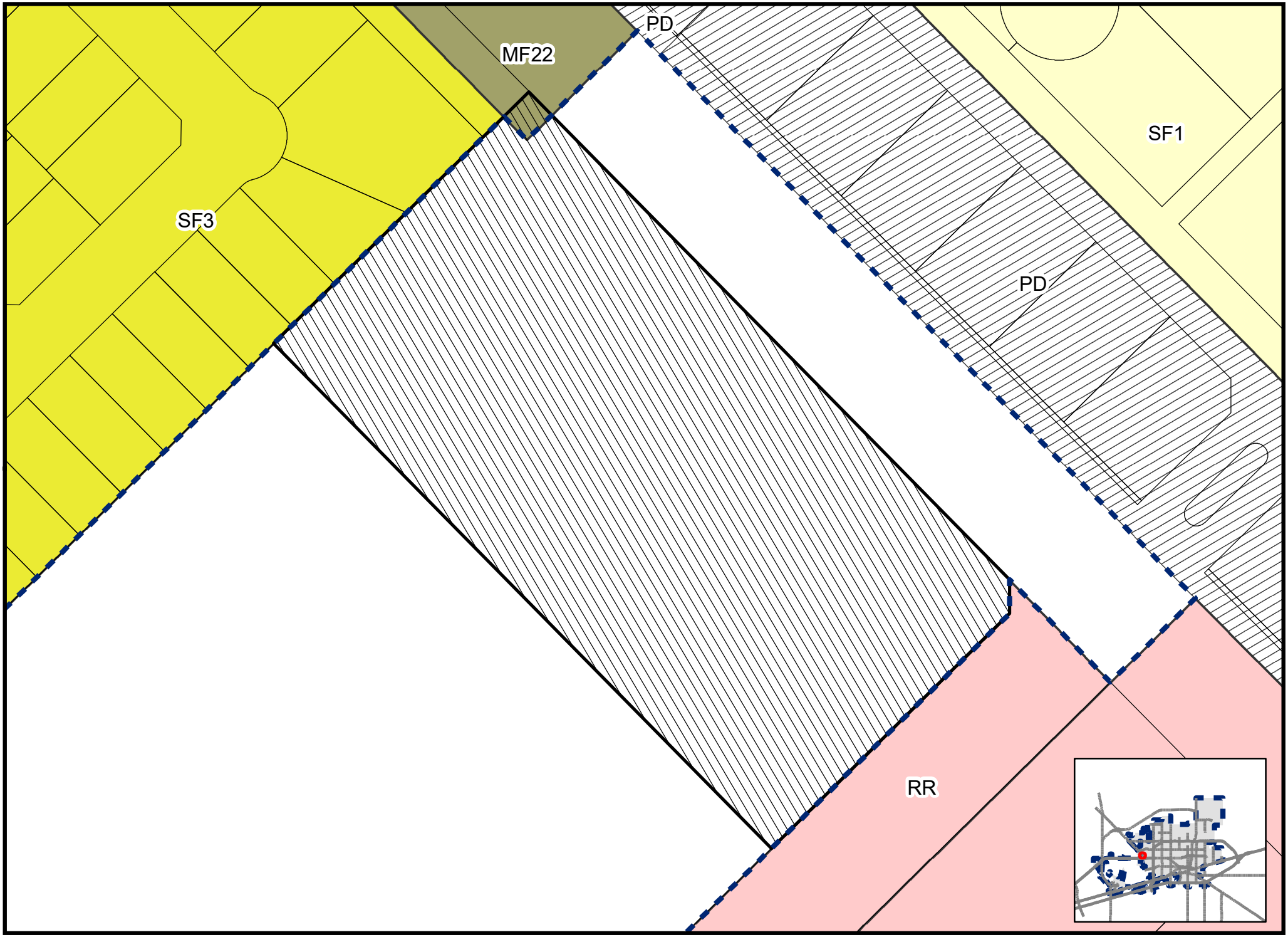
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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, 10/9/2025

Z-25-0449

Scale: 1" = 101'

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

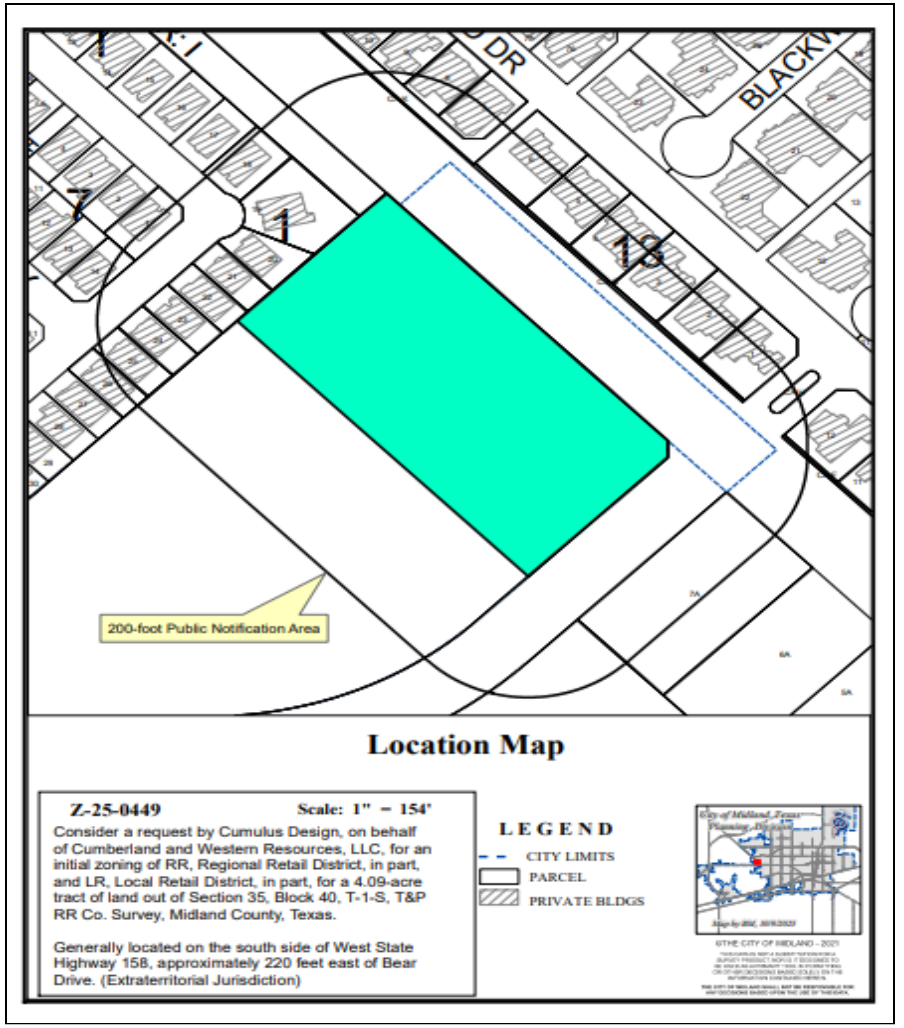





MIDLAND
Be the Energy!
INITIAL ZONING
WEST FORK ADDITION, SECTION 6
Visit Our Website
MIDLANDTEXAS.GOV

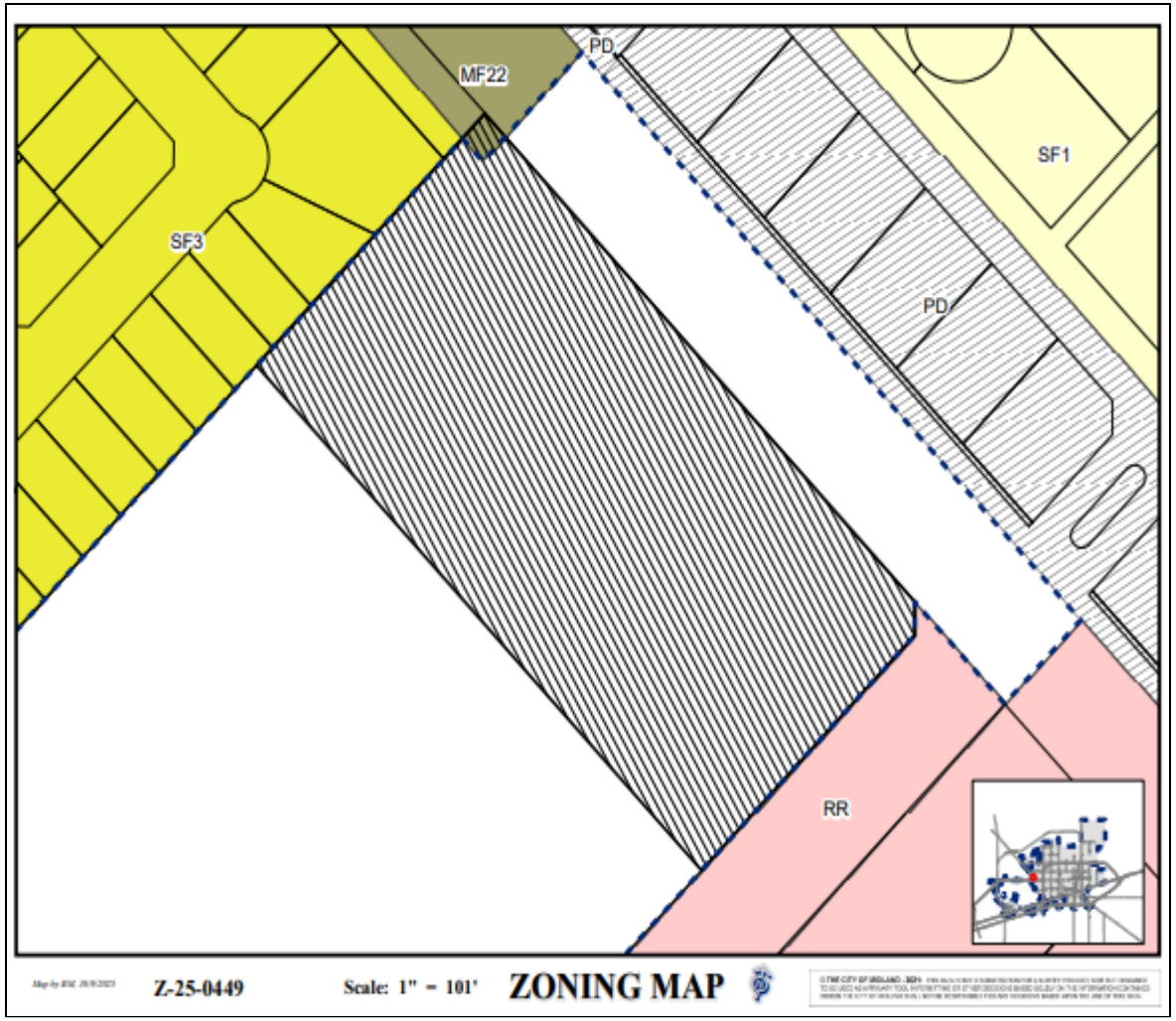
APPLICATION SUMMARY

- **Applicant/Representative:** Carlos Iglesias, with Cumulus Design
- **Property Owner:** Cumberland and Western Resources, LLC
- **Location:** Generally located on the south side of West State Highway 158, approximately 220 feet east of Bear Drive. (Extraterritorial Jurisdiction)
- **Reason for Request:** For future commercial development



ZONING

- **Current Zoning:** No Zoning (ETJ)
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Housing Development
  - **South:** Extraterritorial Jurisdiction
  - **East:** RR, Regional Retail District
  - **West:** SF-3, Single-Family Dwelling District
- **Proposed Zoning:** RR, Regional Retail District, in part, and LR, Local Retail District, in part



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/West:** Single-Family Housing
  - **South:** Vacant Land
  - **East:** Gas Station
- **Proposed Use:** Commercial Use



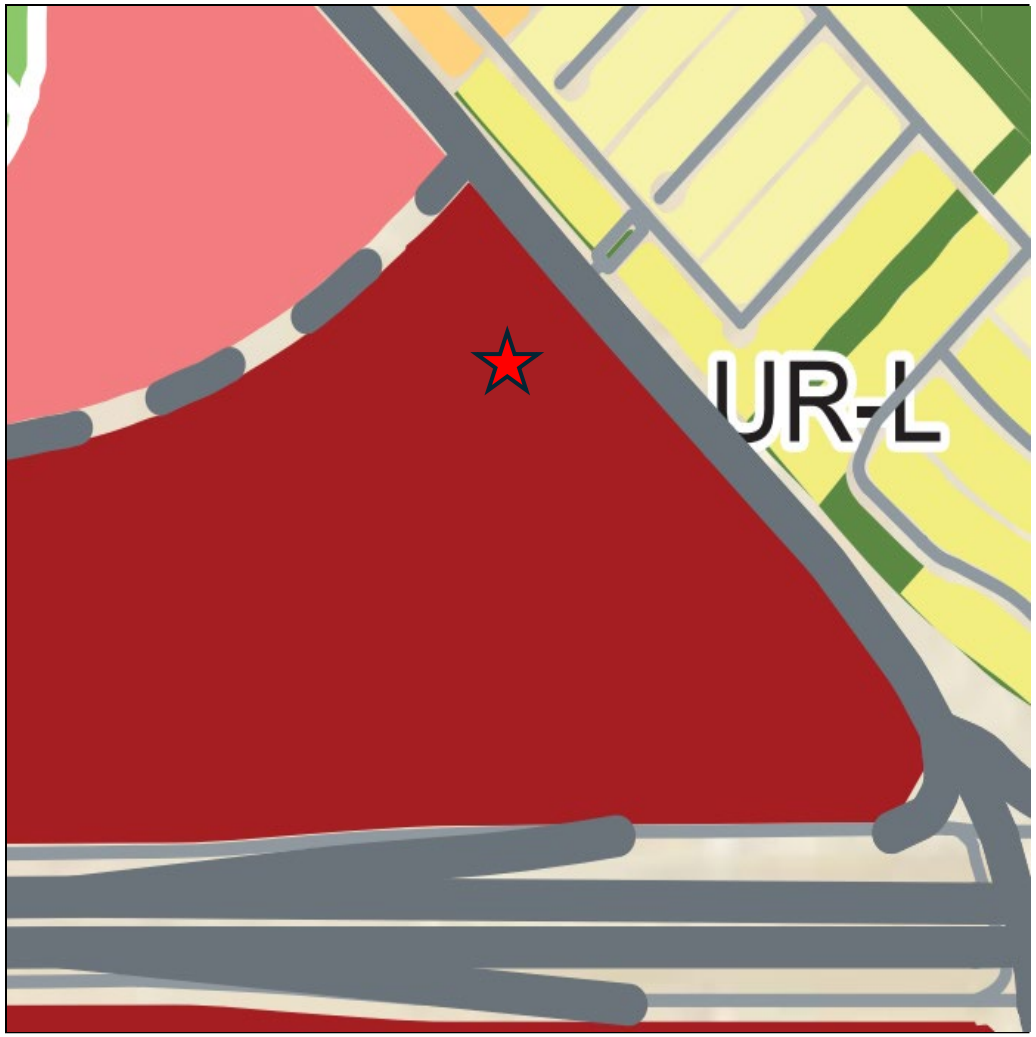


On West State Highway 158, Looking South

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-High, (U-H)
- **Supported Uses:** A mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the initial zoning, the property is also being platted and annexed.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on March 2, 2026.
- 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: 29.
Meeting Date: July 21, 2026
To: City Council
From: Madelim Jaquez, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3A, BLOCK 25, PLANTATION HILLS, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WHITMAN DRIVE, APPROXIMATELY 350 FEET NORTH OF BLUEBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ASSISTED LIVING / NURSING HOME; 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:
The applicant, Addis Getahun, on behalf of Lifehouse Fellowship Church, is requesting a Specific Use Permit without Term, for an Assisted Living facility.

Recommended Action:
Informational/Directional

Fiscal Impact:
No impact

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The applicant, Addis Getahun, on behalf of Lifehouse Fellowship Church, is requesting a Specific Use Designation Permit, without term for a Residential Assisted Living facility.

The subject property is located at 5108 Whitman Drive. The property is zoned AE, Agricultural Estate District which allows for the use of an Assisted Living facility with a Specific Use Designation without term. Per the definition of Assisted Living as defined in Section 11-1-2.01.33:

A facility operated by a business or non-profit organization where ill or elderly people are provided with lodging and meals, with or without nursing care.

The facility, which will be located on a 3.5-acre lot, will be approximately 5,500 square feet and have a maximum of 16 residents, not including the 4–5 employees that will be taking care of the residents.

The Tall City Tomorrow Comprehensive Plan designated this area as an Urban Residential-Large Lot. The designation supports restrictive land uses, emphasizing housing and open space, with civic uses allowed with special use permits. The use of this Assisted Living facility is a use that is complementary to the surrounding land use.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

The Fire Department has reviewed the Special Use Permit request and has no objection at this time. This review is limited to land-use considerations and does not constitute approval of fire code compliance. The proposed use shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), fire protection systems (IFC §903), fire alarm and detection requirements (IFC §907), occupant load limitations, and means of egress. Additional fire and life safety requirements may be identified during site plan review, building permit review, and fire inspections prior to occupancy.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

No Objections

Planning: (Approve)

This request meets all requirements; Should Council approve, staff recommends that it be subject to the condition below.

Conditions:

A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

Letters of Objection:

As of July 10, 2026, staff has not received any letters of objection.

Attachments:

A. ORD w EXH - SUDwo-26-0053.Addis Getahun, Lifehouse Fellowship Church - Assisted Living-Nursing Home Ord w Exh
B. SUDwo-26-0053, Combined files
C. CC- - RAL SUDwo

Madelim Jaquez, Development Services	Created/Initiated - 7/2/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3A, BLOCK 25, PLANTATION HILLS, SECTION 23, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WHITMAN DRIVE, APPROXIMATELY 350 FEET NORTH OF BLUEBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ASSISTED LIVING / NURSING HOME; 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 Without Term for Lot 3A, Block 25, Plantation Hills, Section 23, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, 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 Without Term for an assisted living / nursing home (the "Specific Use"), together with the uses permitted in the present AE, Agricultural Estate District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes.

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

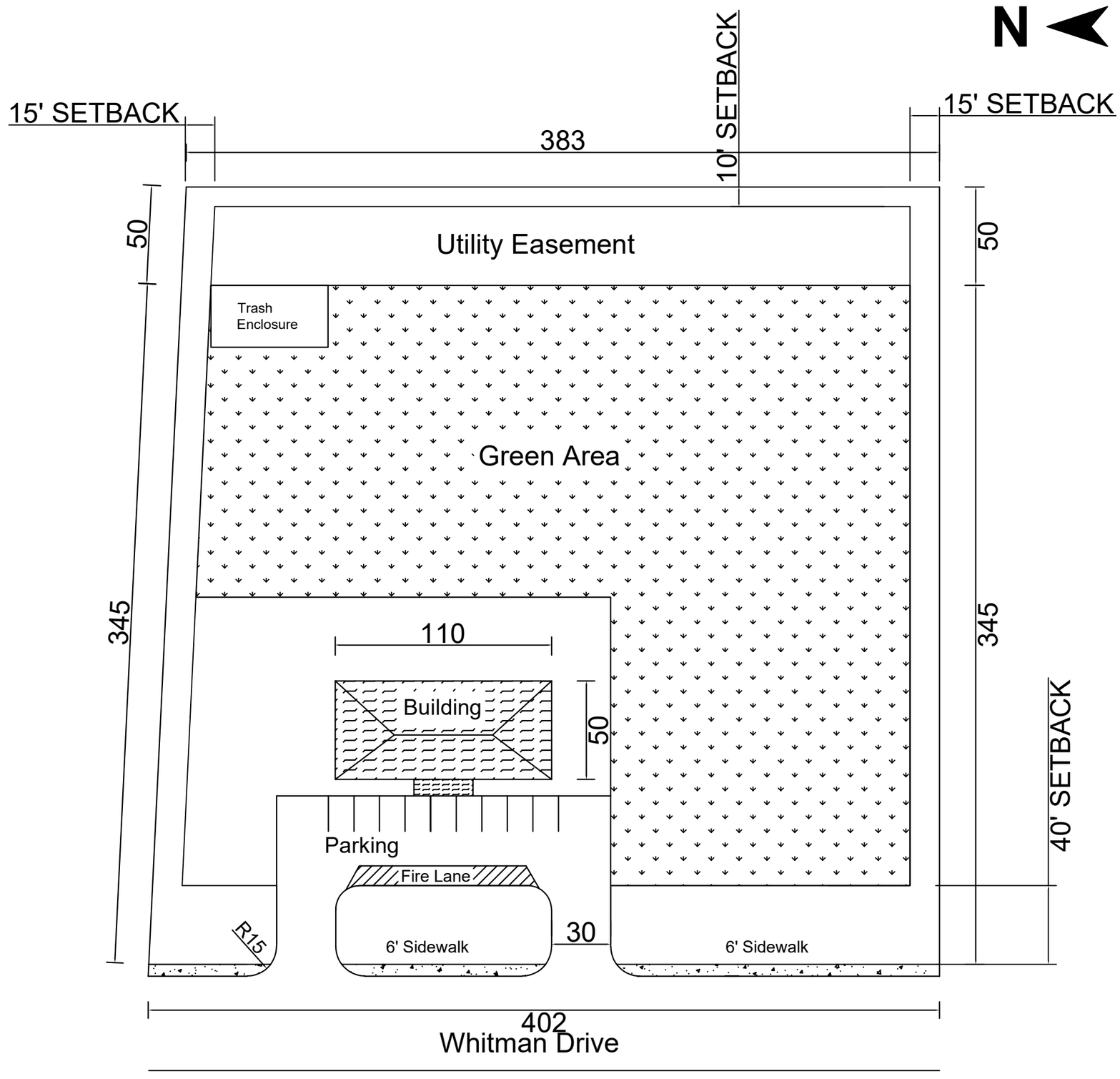
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



NOT TO SCALE

General Notes

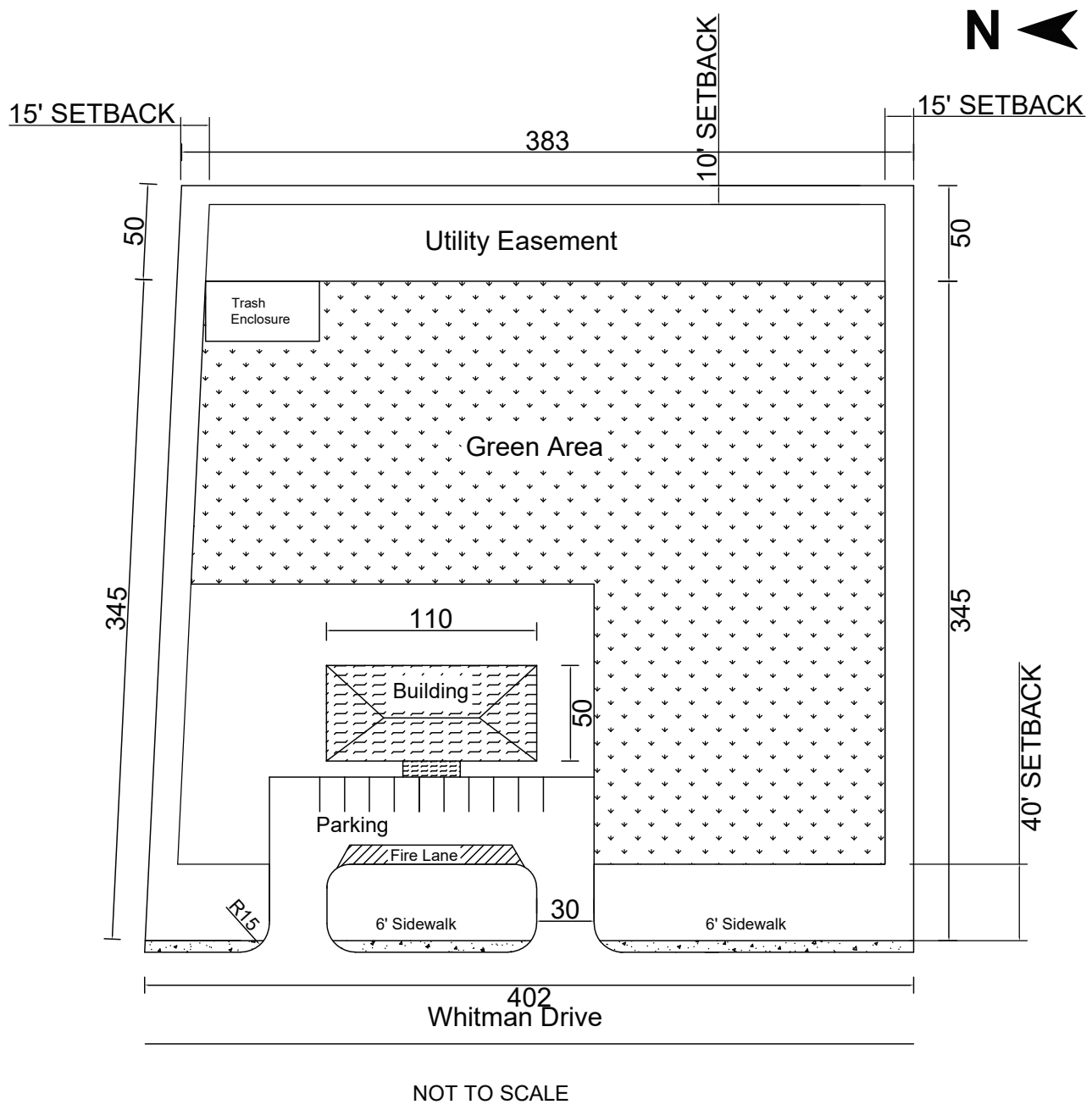
No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

RESIDENTIAL ASSISTED LIVING
5108 WHITMAN DRIVE
MIDLAND TX, 79705
USA

Project	Sheet
#####	##
Date: APRIL 2026	
Scale: As Noted	



General Notes

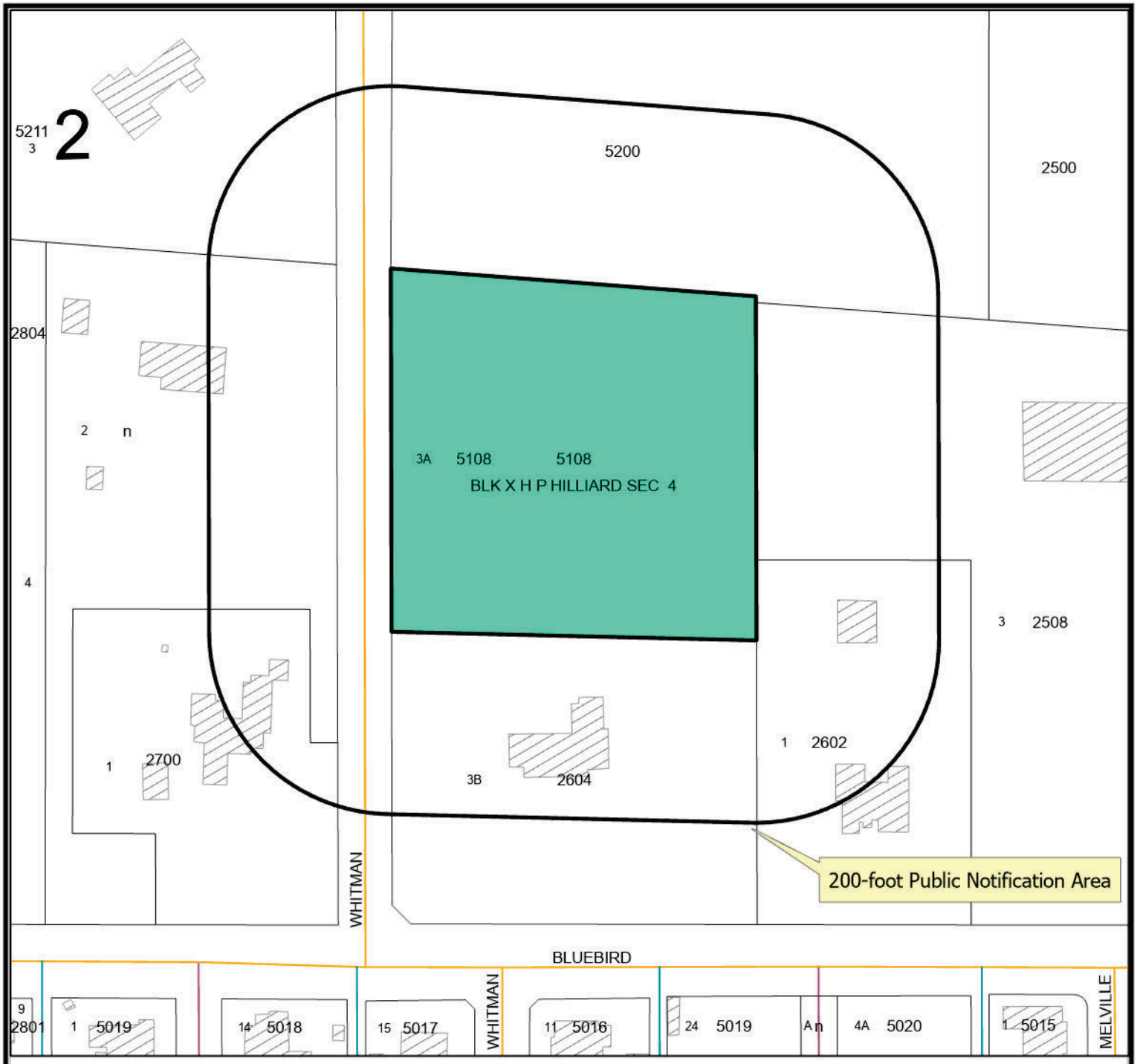
No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

RESIDENTIAL ASSISTED LIVING
5108 WHITMAN DRIVE
MIDLAND TX, 79705
USA

Project	Sheet
#####	##
Date: APRIL 2026	
Scale: As Noted	



Location Map

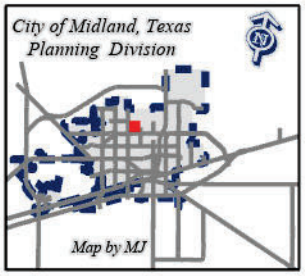
SUDwo-26-0053 **Scale: 1" = 157 '**

Consider a request by Addis Getahun, on behalf of Lifehouse Fellowship Church for a Specific Use Designation without Term for a Residential Assisted Living facility on Lot 3A, Block 25, Plantation Hills, Section 23, City and County of Midland, Texas.

Generally located on the east side of Whitman Drive, approximately 350 feet north of Bluebird Lane. (Council District 1)

LEGEND

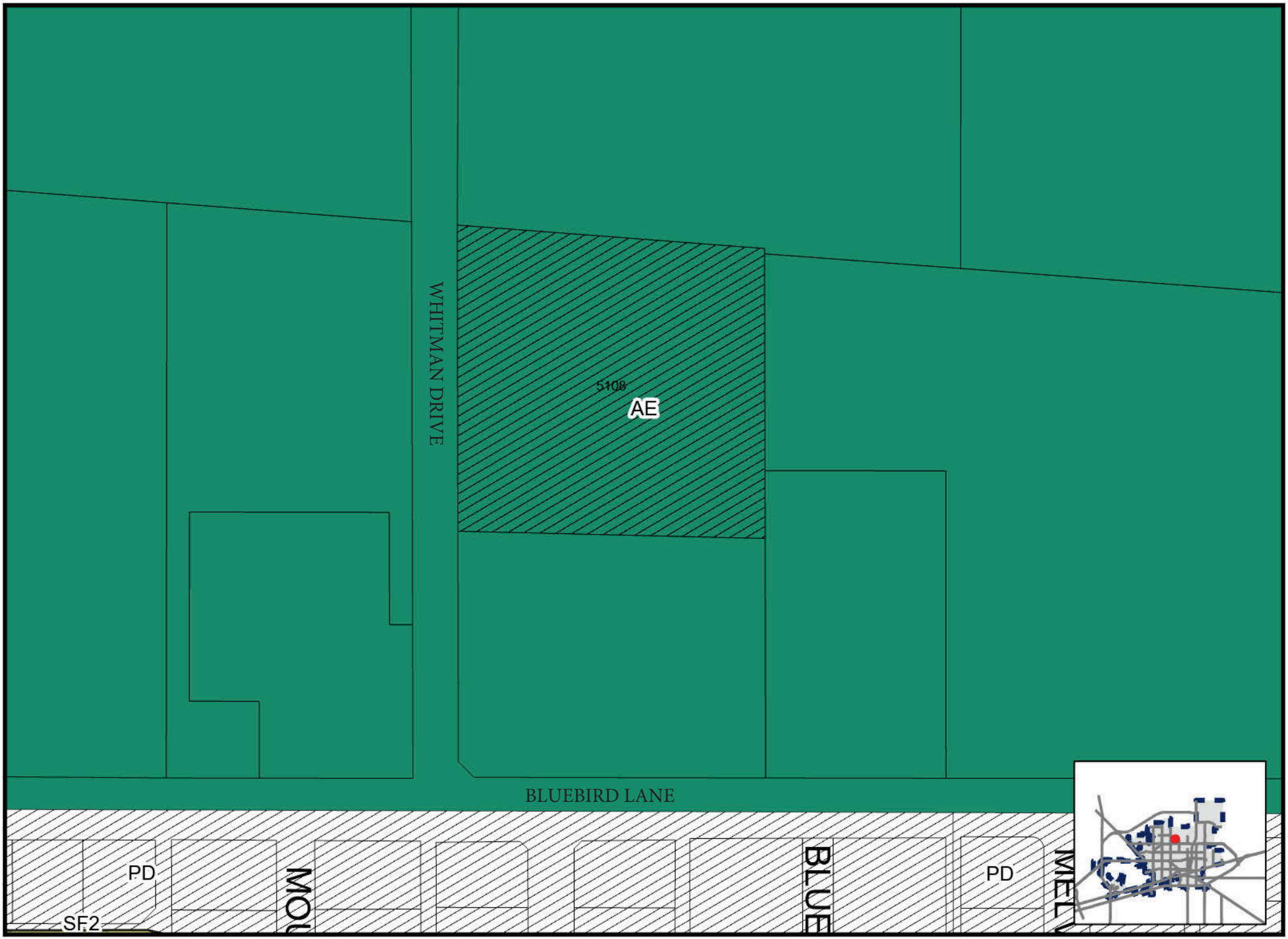
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 6/4/2026

SUDwo-26-0053

Scale: 1" = 157 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECIS

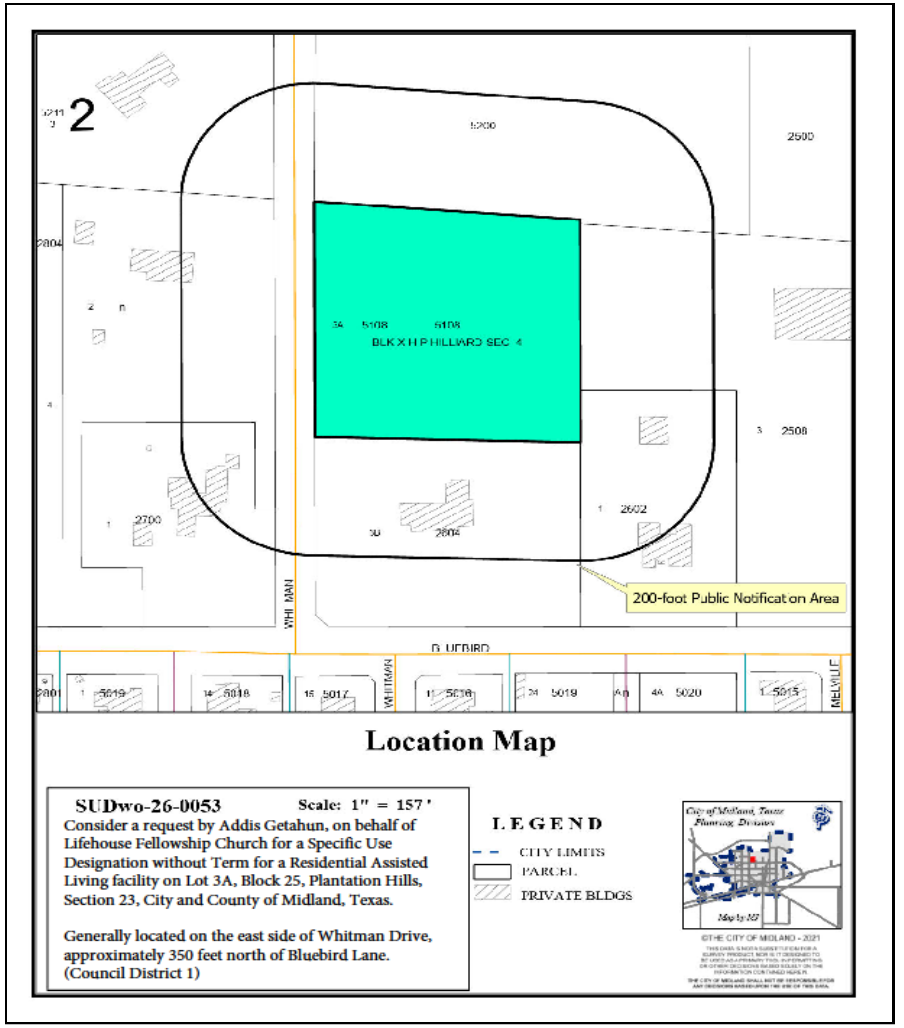

5211
2
5200
2500
WHITMAN
3A 5108 5108
BLK X H P HILLIARD SEC 4
2508
2700
2604
BLUEBIRD




MIDLAND
Be the Energy!
SPECIFIC USE DESIGNATION WITHOUT TERM
RAL
Visit Our Website
MIDLANDTEXAS.GOV

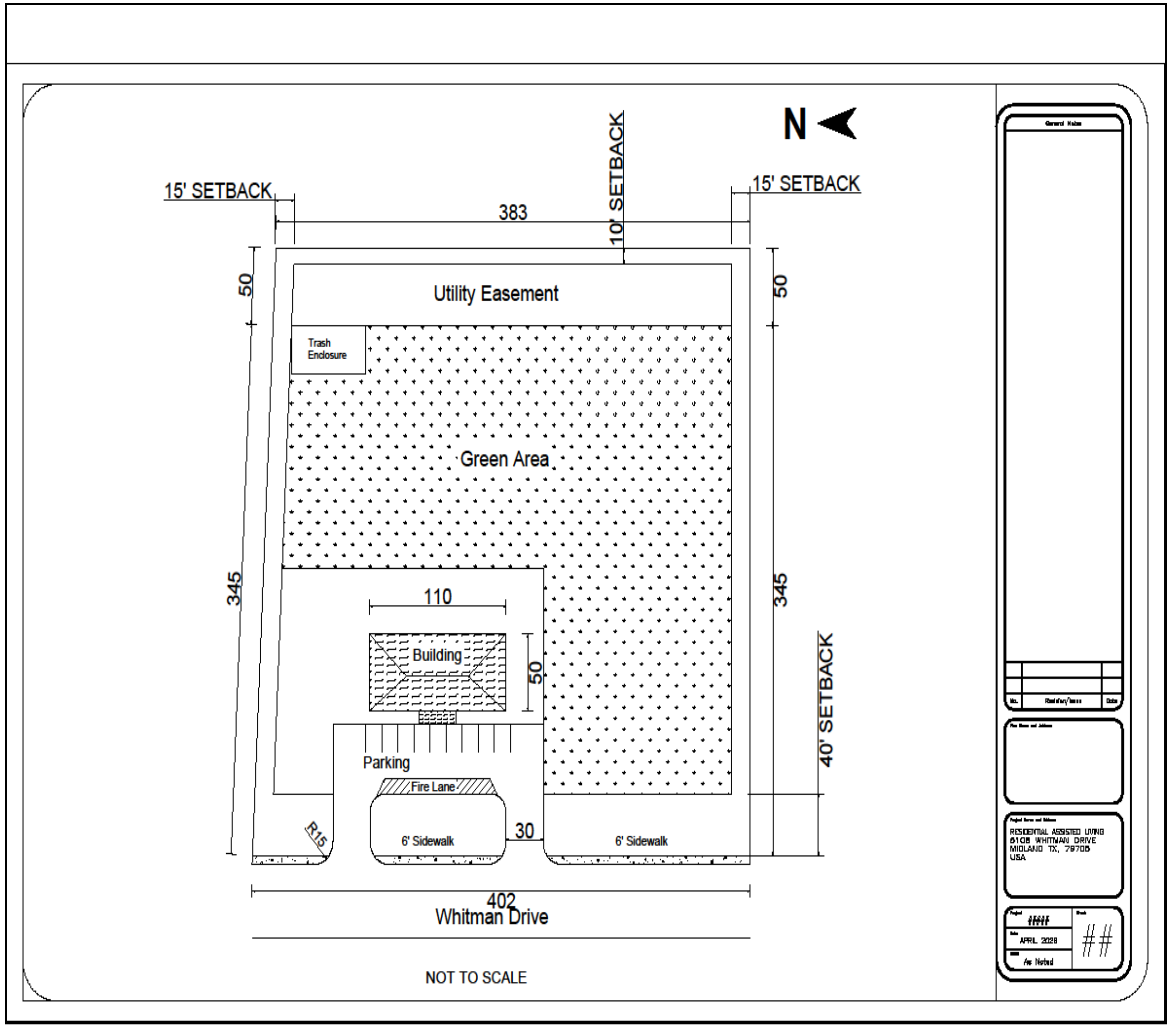
APPLICATION SUMMARY

- **Property Owner:** Lifehouse Fellowship Church
- **Representative:** Addis Getahun
- **Location:** 5108 Whitman Drive
- **Reason for Request:** Assisted Living facility



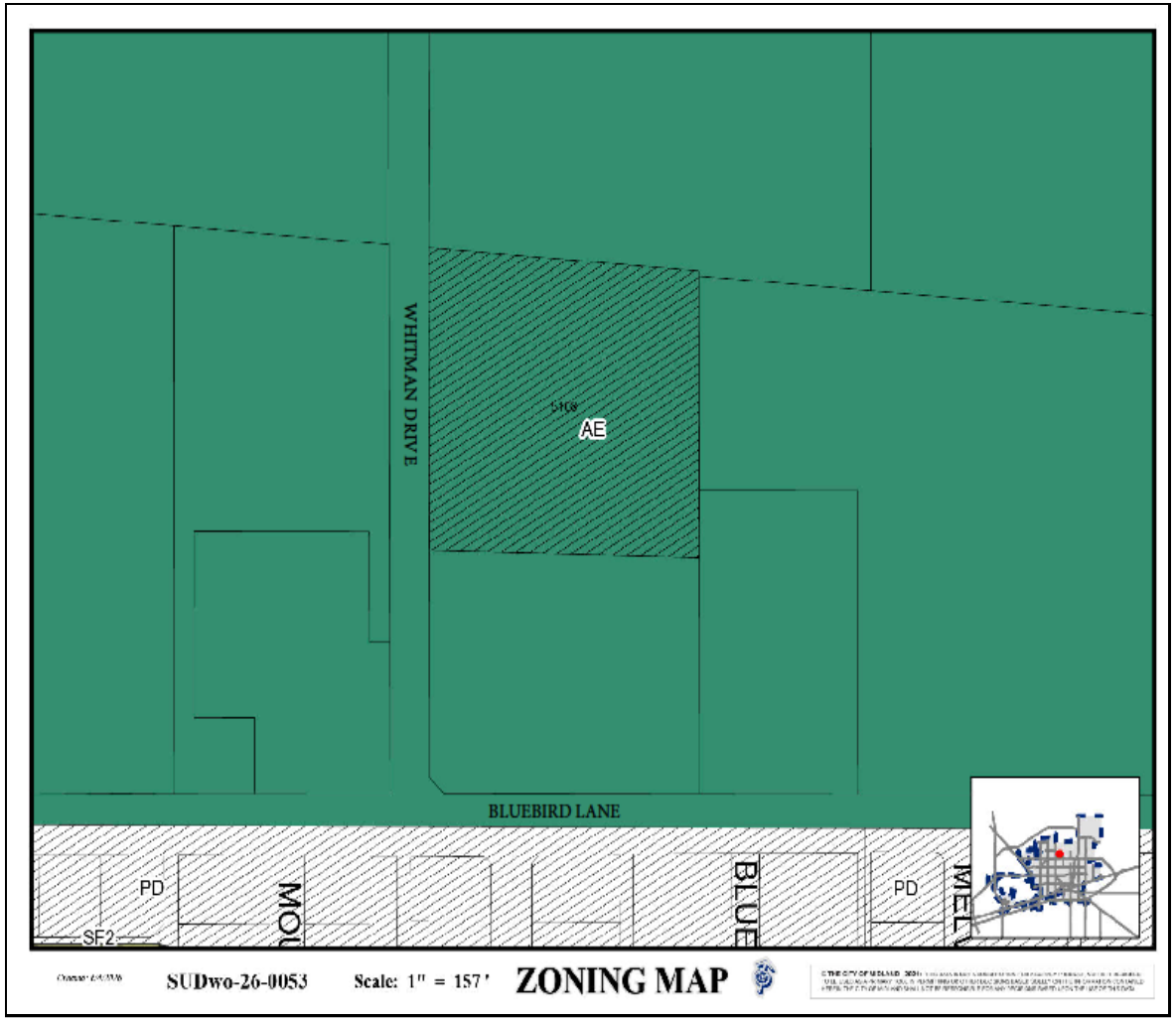
DETAILS OF REQUEST

- **Proposed Days and Hours of Operation:** 24 Hours, 7 days a week.
- **Proposed Days and Hours of SUDwo:** 24 Hours, 7 days a week.



ZONING

- **Current Zoning:** AE, Agricultural Estate District
- **Surrounding Zoning:**
  - **North/South/East/West:** AE, Agricultural Estate District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North:** Park
  - **South/East/West:** Residences
- **Proposed Use:** Assisted Living facility



MIDLAND
Be the Energy!



On Whitman Drive, Looking East

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

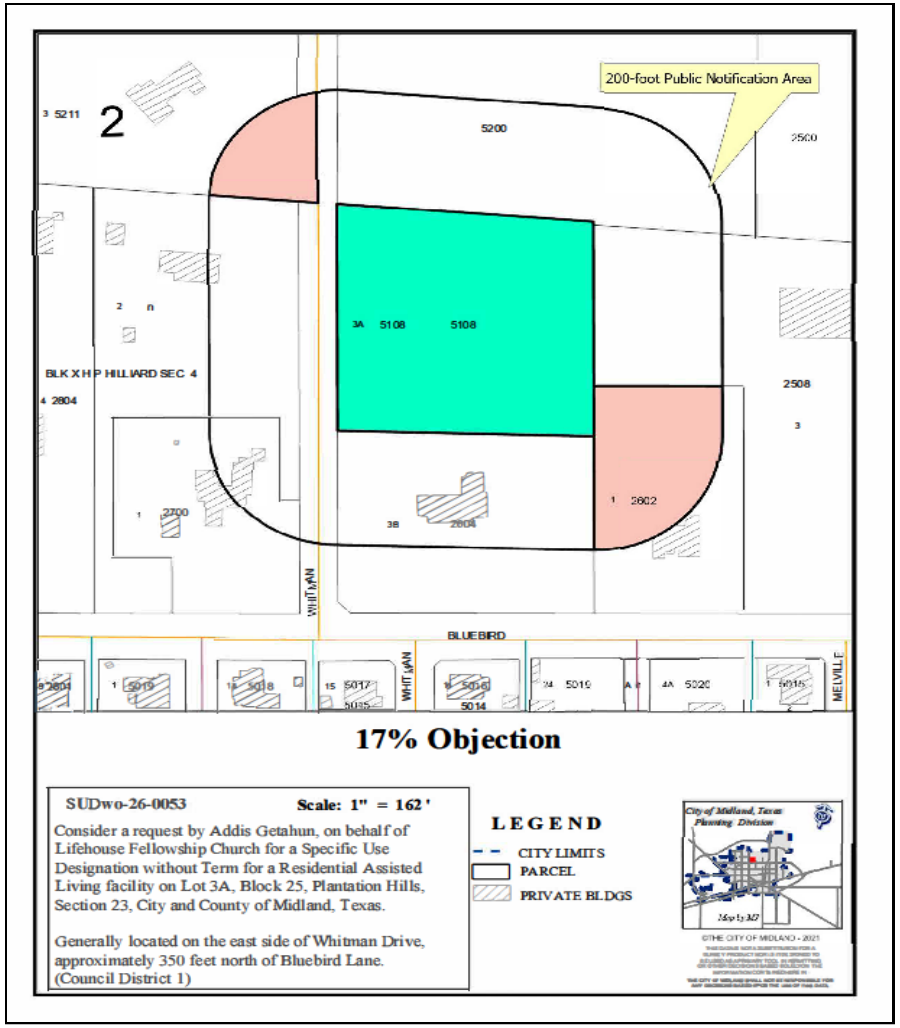
- **Land Use Designation:** UR, LL, Urban Residential-Large Lot
- **Supported Uses:** Supports restrictive land uses, Emphasizing housing and open space. Civic uses may be allowed with special use permits.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

OBJECTIONS

- 2 objections have been received resulting in a 17% objection percentage. Supermajority vote is not required for approval.
- Protestors voiced concerns about traffic increase.



STAFF'S RECOMMENDATION

- Two objections were received.
- The Planning & Zoning Commission approved the request on June 15, 2026.
- Should this request be approved, staff recommends the following condition:

A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.



MISSION

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



City Council Meeting

Item Number: 30.
Meeting Date: July 21, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 35.05-ACRE TRACT OF LAND OUT OF SECTION 25, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 650 FEET NORTH OF EAST CUTHBERT AVENUE), WHICH IS PRESENTLY ZONED MH, MANUFACTURED HOUSING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MANUFACTURED HOME PARK; 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:
The applicant, Chase Gardaphe, is requesting a Specific Use Permit without Term, for a Manufactured Home Park.

Recommended Action:
Directional/Informational

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Surrounding Zoning and Land Use:

The subject property is currently vacant and zoned MH, Manufactured Housing District. The property to the north is zoned C, Commercial District, and contains a senior living apartment facility. To the east are the City's Animal Shelter, which is zoned TP, Technology Park District, and a manufactured home park zoned AE, Agricultural Estate District. Properties to the south are developed with commercial facilities and are zoned C, Commercial District. To the west

there is vacant land, which is zoned PD, Planned Development District for a Housing Development.

Analysis:

The subject property recently underwent a zoning change from PD, Planned Development District for a Housing Development, to MH, Manufactured Housing District. Applicant Chase Gardaphe is requesting approval of a Specific Use Designation (SUD), without term, to allow the operation of a Manufactured Home Park.

Section 11-1-4.04 of the Midland City Code establishes development standards for Manufactured Home Parks, including maximum density, minimum space sizes, parking requirements, storage requirements, recreation areas, and street design standards.

The property has existing SUD for a Manufactured Home Park which was approved in 2019. However, a portion of the property has since been sold and is no longer being developed in accordance with the approved site plan. Therefore, a new SUD is required for the development to proceed.

The proposed site plan includes 263 manufactured home spaces of varying dimensions. The applicant has stated that the park will consist exclusively of single-wide and double-wide manufactured homes, with no more than one manufactured home permitted on each space. By comparison, the previously approved SUD allowed 284 spaces and permitted up to three manufactured homes on certain individual spaces.

The most significant change relates to density. City Code permits a maximum density of seven manufactured homes per acre, while the existing SUD permits up to 12 units per acre. The applicant is proposing a maximum density of eight units per acre. Although this remains one unit per acre above the density otherwise permitted by City Code, it represents a reduction from the density currently authorized under the existing SUD. As proposed, the development would be approximately 33 percent less dense than what is presently entitled on the property.

Should the SUD be approved, the applicant will be required to obtain and maintain a Type I Manufactured Home Park License as required by Section 11-1-4.04 of the Midland City Code prior to operation of the park.

The property is designated as Urban-Medium (U-M) by Tall City Tomorrow. The U-M designation calls for a mix of housing types along with commercial, office, and service uses. With the intent of the mix housing to include single-family dwelling and town homes. The surrounding use does support the proposed use, as there is a manufactured home park east of the subject property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.].

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

No objections.

Planning:

Should this request be approved, staff recommends that it be subject to the following conditions:

Conditions:

A. **The development of the Establishment shall significantly conform to the provided Site Plan, which is attached hereto as Exhibit B and incorporated herein.**

B. **The maximum capacity shall not exceed 263 manufactured home units.**

C. **The maximum density shall not exceed eight manufacturer home units per acre.**

D. **That the Establishment's front yard setback shall be at least 10 feet from property line.**

E. **That each manufactured home unit shall be located at least 10 feet from each other manufactured home unit.**

F. **The trash dumpsters shall be appropriately screened and of an adequate quantity to handle the refuse generated by the Establishment's occupants.**

G. **That the width of each internal street shall be a minimum of 26 feet.**

H. **Internal sidewalks shall not be required.**

I. **That storage facilities for each manufactured home space shall not be required.**

J. **That the internal streets, play areas, food truck court, and office space shall be illuminated in accordance with applicable Midland City Code requirements, and the lighting shall be maintained in a working condition.**

K. **That a manager or responsible attendant shall be in charge of keeping the Establishment, its facilities, and equipment in a clean, orderly, and sanitary condition, and said manager or attendant shall be answerable, with the licensee, for any violation of the provisions of the Midland City Code.**

L. **That the operator of the Establishment is required to maintain a current Type I license and pay the annual license fees associated with such license.**

M. **That the development and management of the Establishment, unless otherwise stated herein, shall conform to the applicable regulations of Sections 5-5-1 through 5-5-15 of the Midland City Code.**

N. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

Letters of Objection:

As of July 10, 2026, staff has not received any letters of objection.

Attachments:

A. ORD w EXH - SUDwo-26-0052.One Stonegate (Chase Gardaphe) - Manufactured Home Park Ord w Exh
B. SUDwo-26-0052, Combined Files
C. CC - - Stone Bridge Mobile Home Park SUD

Beatriz Quezada, Development Services	Created/Initiated - 7/2/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 35.05-ACRE TRACT OF LAND OUT OF SECTION 25, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 650 FEET NORTH OF EAST CUTHBERT AVENUE), WHICH IS PRESENTLY ZONED MH, MANUFACTURED HOUSING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A MANUFACTURED HOME PARK; 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 Without Term for a 35.05-acre tract of land out of Section 25, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, 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 Without Term for a manufactured home park (the "Establishment"), together with the uses permitted in the present MH, Manufactured Housing District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the development of the Establishment shall significantly conform to the site plan, which is attached hereto as Exhibit B and incorporated herein.

B. That the maximum capacity shall not exceed 263 manufactured home units.

C. That the maximum density shall not exceed eight manufactured home units per acre.

D. That the Establishment's front yard setback shall be at least 10 feet from the front property line.

E. That each manufactured home unit shall be located at least 10 feet from each other manufactured home unit.

F. That the trash dumpsters shall be appropriately screened and of an adequate quantity to handle the refuse generated by the Establishment's occupants.

G. That the width of each internal street shall be a minimum of 26 feet.

H. That internal sidewalks shall not be required.

I. That storage facilities for each manufactured home space shall not be required.

J. That the internal streets, play areas, food truck court, and office space shall be illuminated in accordance with applicable Midland City Code requirements, and the lighting shall be maintained in a working condition.

K. That a manager or responsible attendant shall be in charge of keeping the Establishment, its facilities, and equipment in a clean, orderly, and sanitary condition, and said manager or attendant shall be answerable, with the licensee, for any violation of the provisions of the Midland City Code.

L. That the operator of the Establishment is required to maintain a current Type I license and pay the annual license fees associated with such license.

M. That the development and management of the Establishment, unless otherwise stated herein, shall conform to the applicable regulations of Sections 5-5-1 through 5-5-15 of the Midland City Code.

N. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 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

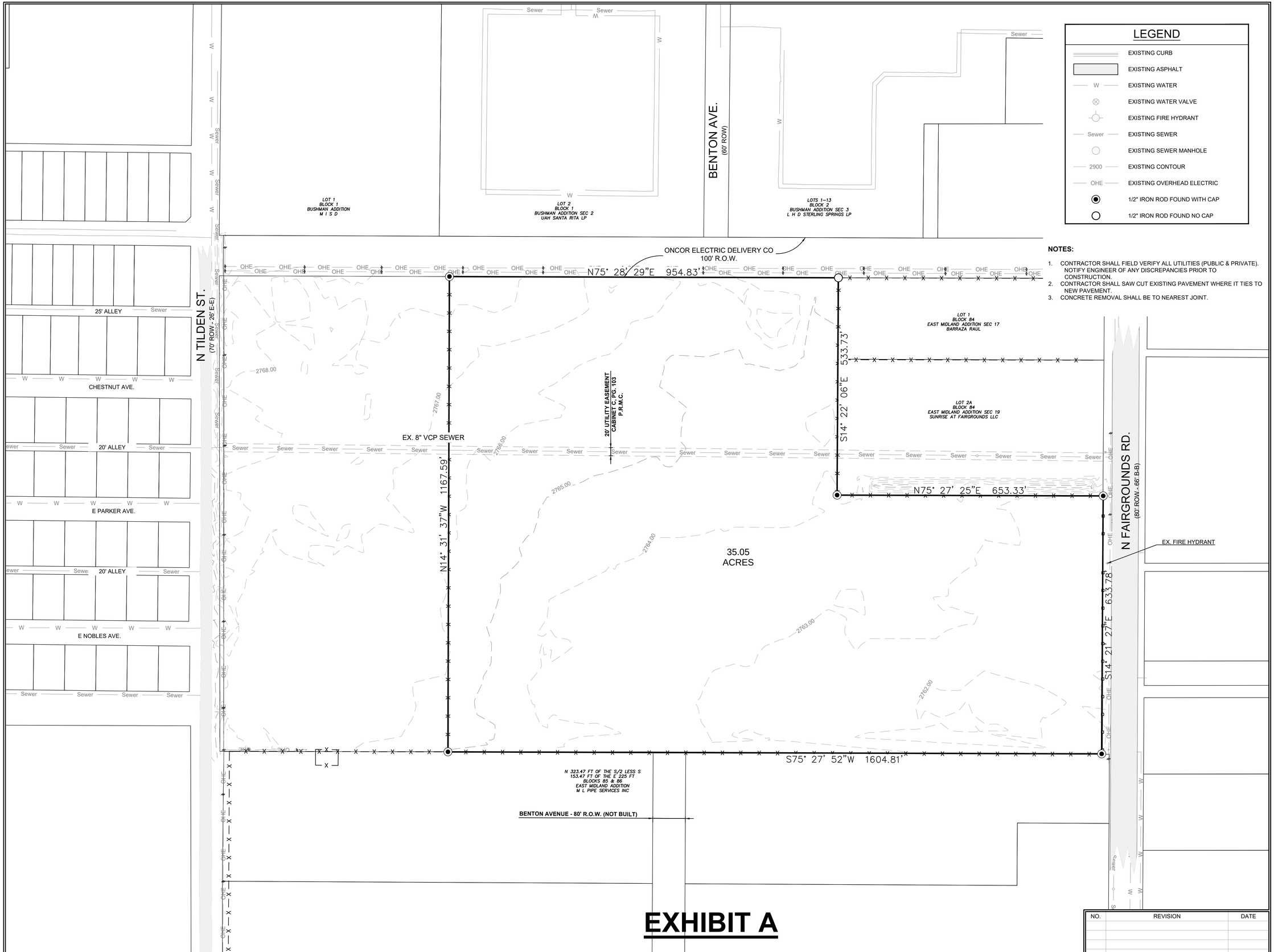


EXHIBIT A

NEWTON ENGINEERING, PC
2500 E. 8th St.
Odessa, Texas 79761
(432) 935-0707
4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499
F-13856

STONE BRIDGE MOBILE HOME PARK
MIDLAND, TX

EXISTING CONDITIONS

STATE OF TEXAS
JOHN M. NEWTON
102292
LICENSED
PROFESSIONAL ENGINEER
8-3-2021

NO.	REVISION	DATE

Project No.	18-ME0416
Date:	AUG 2021
Drawn By:	CBD
Checked By:	JMN
Scale:	

Sheet: 03

CONCRETE PAVING NOTES:

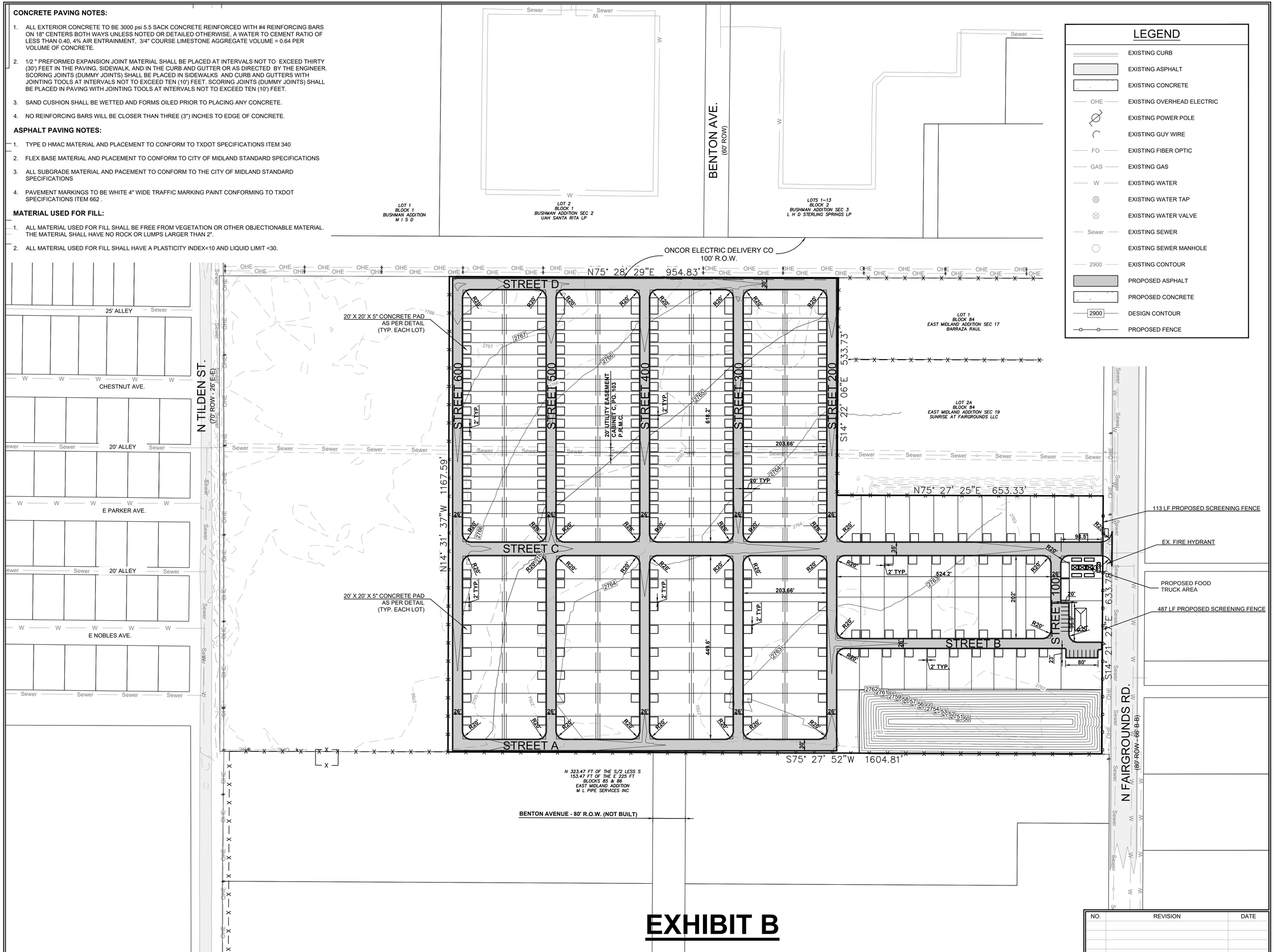
1. ALL EXTERIOR CONCRETE TO BE 3000 psi 5.5 SACK CONCRETE REINFORCED WITH #4 REINFORCING BARS ON 18" CENTERS BOTH WAYS UNLESS NOTED OR DETAILED OTHERWISE, A WATER TO CEMENT RATIO OF LESS THAN 0.40, 4% AIR ENTRAINMENT, 3/4" COURSE LIMESTONE AGGREGATE VOLUME = 0.64 PER VOLUME OF CONCRETE.
2. 1/2 " PREFORMED EXPANSION JOINT MATERIAL SHALL BE PLACED AT INTERVALS NOT TO EXCEED THIRTY (30') FEET IN THE PAVING, SIDEWALK, AND IN THE CURB AND GUTTER OR AS DIRECTED BY THE ENGINEER. SCORING JOINTS (DUMMY JOINTS) SHALL BE PLACED IN SIDEWALKS AND CURB AND GUTTERS WITH JOINTING TOOLS AT INTERVALS NOT TO EXCEED TEN (10') FEET. SCORING JOINTS (DUMMY JOINTS) SHALL BE PLACED IN PAVING WITH JOINTING TOOLS AT INTERVALS NOT TO EXCEED TEN (10') FEET.
3. SAND CUSHION SHALL BE WETTED AND FORMS OILED PRIOR TO PLACING ANY CONCRETE.
4. NO REINFORCING BARS WILL BE CLOSER THAN THREE (3") INCHES TO EDGE OF CONCRETE.

ASPHALT PAVING NOTES:

1. TYPE D HMAC MATERIAL AND PLACEMENT TO CONFORM TO TXDOT SPECIFICATIONS ITEM 340
2. FLEX BASE MATERIAL AND PLACEMENT TO CONFORM TO CITY OF MIDLAND STANDARD SPECIFICATIONS
3. ALL SUBGRADE MATERIAL AND PACEMENT TO CONFORM TO THE CITY OF MIDLAND STANDARD SPECIFICATIONS
4. PAVEMENT MARKINGS TO BE WHITE 4" WIDE TRAFFIC MARKING PAINT CONFORMING TO TXDOT SPECIFICATIONS ITEM 662 .

MATERIAL USED FOR FILL:

1. ALL MATERIAL USED FOR FILL SHALL BE FREE FROM VEGETATION OR OTHER OBJECTIONABLE MATERIAL. THE MATERIAL SHALL HAVE NO ROCK OR LUMPS LARGER THAN 2".
2. ALL MATERIAL USED FOR FILL SHALL HAVE A PLASTICITY INDEX<10 AND LIQUID LIMIT <30.



LEGEND

- EXISTING CURB
- EXISTING ASPHALT
- EXISTING CONCRETE
- OHE — EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
- EXISTING GUY WIRE
- FO — EXISTING FIBER OPTIC
- GAS — EXISTING GAS
- W — EXISTING WATER
- EXISTING WATER TAP
- EXISTING WATER VALVE
- Sewer — EXISTING SEWER
- EXISTING SEWER MANHOLE
- 2900 — EXISTING CONTOUR
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- 2900 — DESIGN CONTOUR
- PROPOSED FENCE

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

NEWTON ENGINEERING, PC
4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499
2500 E. 8th St.
Odessa, Texas 79761
(432) 935-0707
F-13856

STONE BRIDGE MOBILE HOME PARK
MIDLAND, TX

PAVING & GRADING SITE PLAN

EXHIBIT B

NO.	REVISION	DATE

Project No.	18-ME0416
Date:	AUG 2021
Drawn By:	CBD
Checked By:	JMN
Scale:	

Sheet: 04

CONCRETE PAVING NOTES:

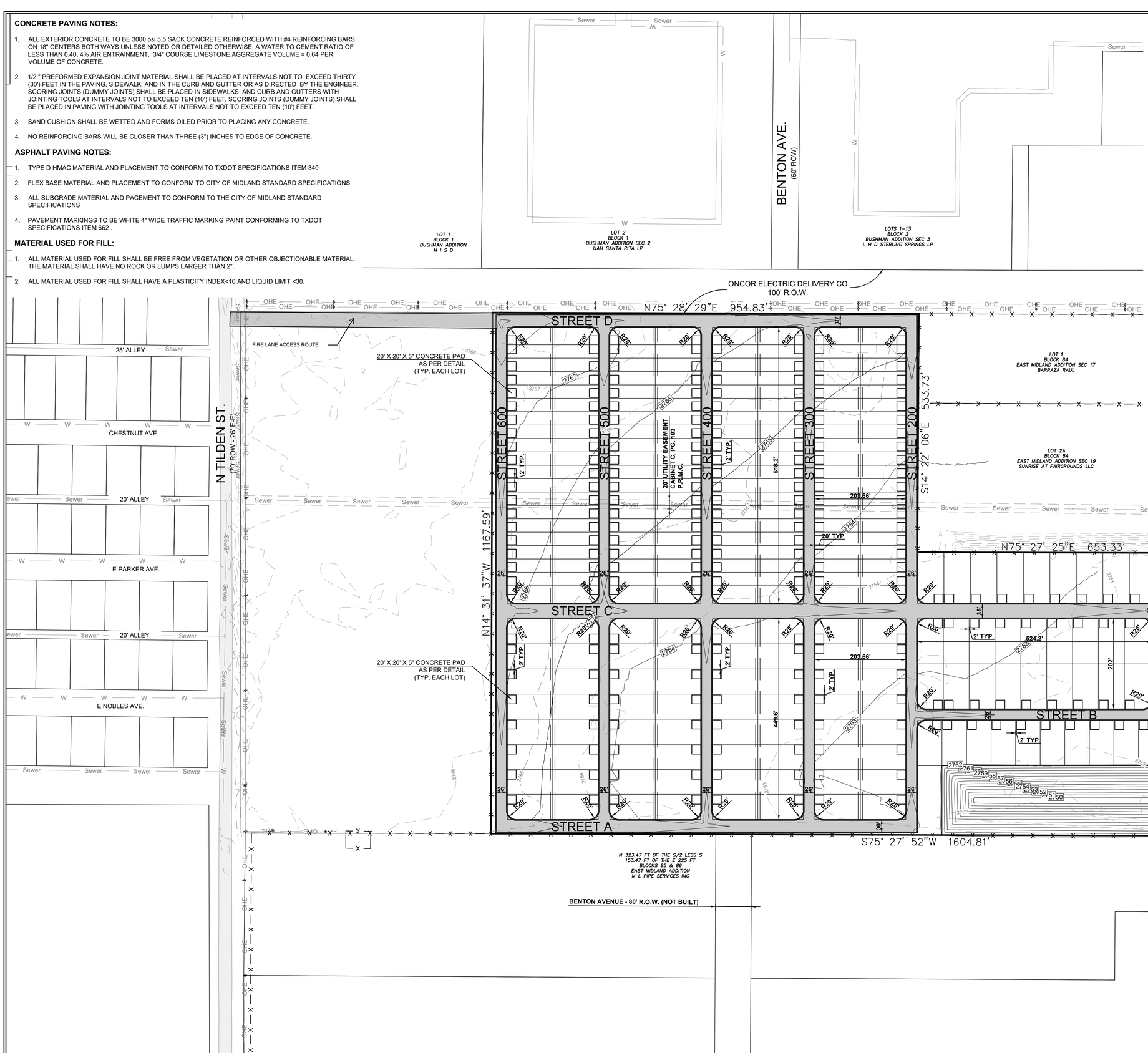
1. ALL EXTERIOR CONCRETE TO BE 3000 psi 5.5 SACK CONCRETE REINFORCED WITH #4 REINFORCING BARS ON 18" CENTERS BOTH WAYS UNLESS NOTED OR DETAILED OTHERWISE, A WATER TO CEMENT RATIO OF LESS THAN 0.40, 4% AIR ENTRAINMENT, 3/4" COURSE LIMESTONE AGGREGATE VOLUME = 0.64 PER VOLUME OF CONCRETE.
2. 1/2 " PREFORMED EXPANSION JOINT MATERIAL SHALL BE PLACED AT INTERVALS NOT TO EXCEED THIRTY (30') FEET IN THE PAVING, SIDEWALK, AND IN THE CURB AND GUTTER OR AS DIRECTED BY THE ENGINEER. SCORING JOINTS (DUMMY JOINTS) SHALL BE PLACED IN SIDEWALKS AND CURB AND GUTTERS WITH JOINTING TOOLS AT INTERVALS NOT TO EXCEED TEN (10') FEET. SCORING JOINTS (DUMMY JOINTS) SHALL BE PLACED IN PAVING WITH JOINTING TOOLS AT INTERVALS NOT TO EXCEED TEN (10') FEET.
3. SAND CUSHION SHALL BE WETTED AND FORMS OILED PRIOR TO PLACING ANY CONCRETE.
4. NO REINFORCING BARS WILL BE CLOSER THAN THREE (3") INCHES TO EDGE OF CONCRETE.

ASPHALT PAVING NOTES:

1. TYPE D HMAC MATERIAL AND PLACEMENT TO CONFORM TO TXDOT SPECIFICATIONS ITEM 340
2. FLEX BASE MATERIAL AND PLACEMENT TO CONFORM TO CITY OF MIDLAND STANDARD SPECIFICATIONS
3. ALL SUBGRADE MATERIAL AND PACEMENT TO CONFORM TO THE CITY OF MIDLAND STANDARD SPECIFICATIONS
4. PAVEMENT MARKINGS TO BE WHITE 4" WIDE TRAFFIC MARKING PAINT CONFORMING TO TXDOT SPECIFICATIONS ITEM 662 .

MATERIAL USED FOR FILL:

1. ALL MATERIAL USED FOR FILL SHALL BE FREE FROM VEGETATION OR OTHER OBJECTIONABLE MATERIAL. THE MATERIAL SHALL HAVE NO ROCK OR LUMPS LARGER THAN 2".
2. ALL MATERIAL USED FOR FILL SHALL HAVE A PLASTICITY INDEX<10 AND LIQUID LIMIT <30.



LEGEND

- EXISTING CURB
- EXISTING ASPHALT
- EXISTING CONCRETE
- OHE — EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
- EXISTING GUY WIRE
- FO — EXISTING FIBER OPTIC
- GAS — EXISTING GAS
- W — EXISTING WATER
- EXISTING WATER TAP
- EXISTING WATER VALVE
- Sewer — EXISTING SEWER
- EXISTING SEWER MANHOLE
- 2900 — EXISTING CONTOUR
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- 2900 — DESIGN CONTOUR
- PROPOSED FENCE

GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

NEWTON ENGINEERING, PC
4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0499
2500 E. 8th St.
Odessa, Texas 79761
(432) 935-0707
F-13856

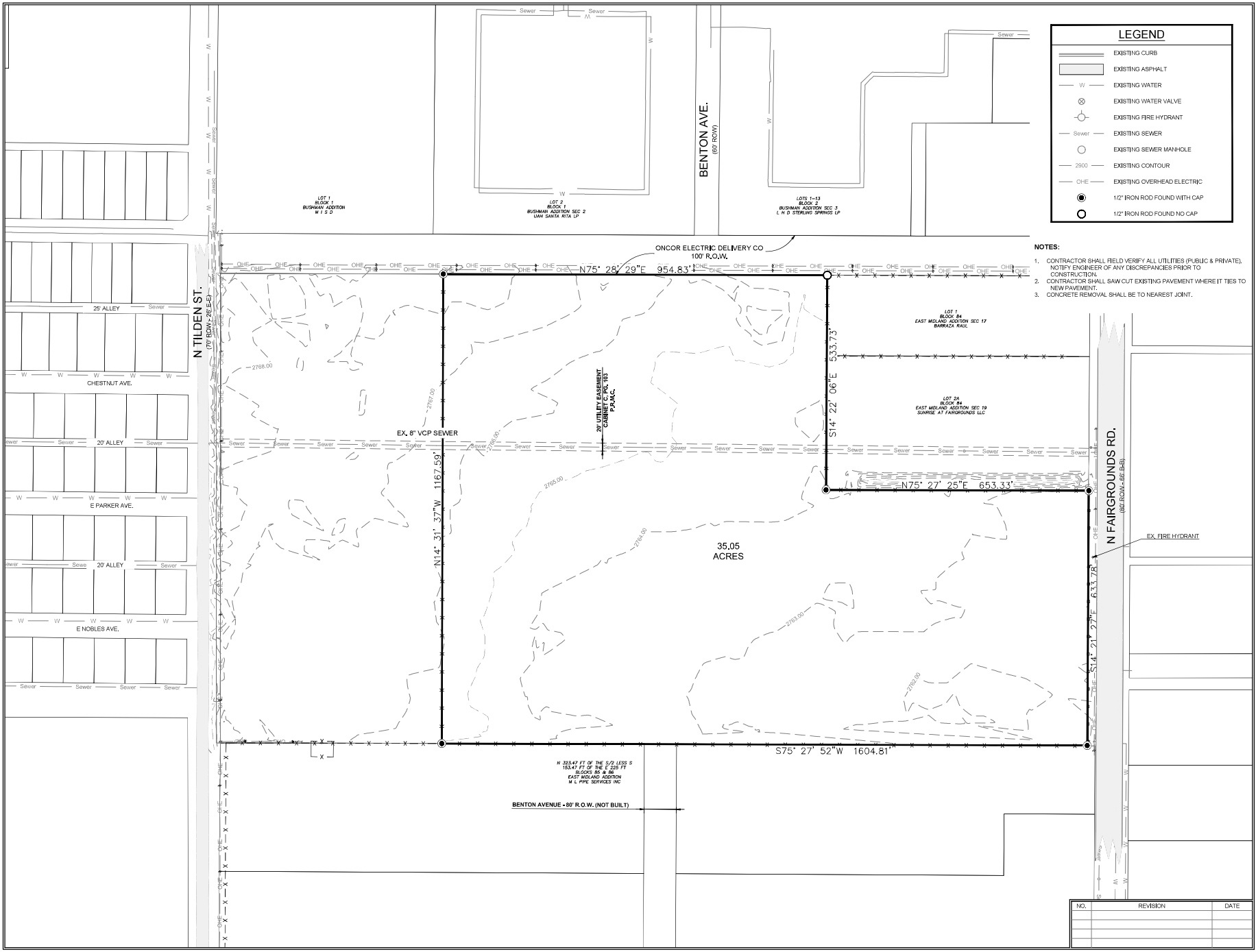
STONE BRIDGE MOBILE HOME PARK
MIDLAND, TX

PAVING & GRADING SITE PLAN

NO.	REVISION	DATE

Project No. 18-ME0416
Date: AUG 2021
Drawn By: CBD
Checked By: JMN
Scale:

Sheet: 04



GRAPHIC SCALE
0 100' 200'
(IN FEET)
1 inch = 100 ft.

NEWTON ENGINEERING, PC
2906 E. 8th St.
Odessa, Texas 79761
(432) 580-8707
4501A Santa Rosa Dr.
Midland, Texas 79707
(432) 770-0580
F-13856

STONE BRIDGE MOBILE HOME PARK
MIDLAND, TX

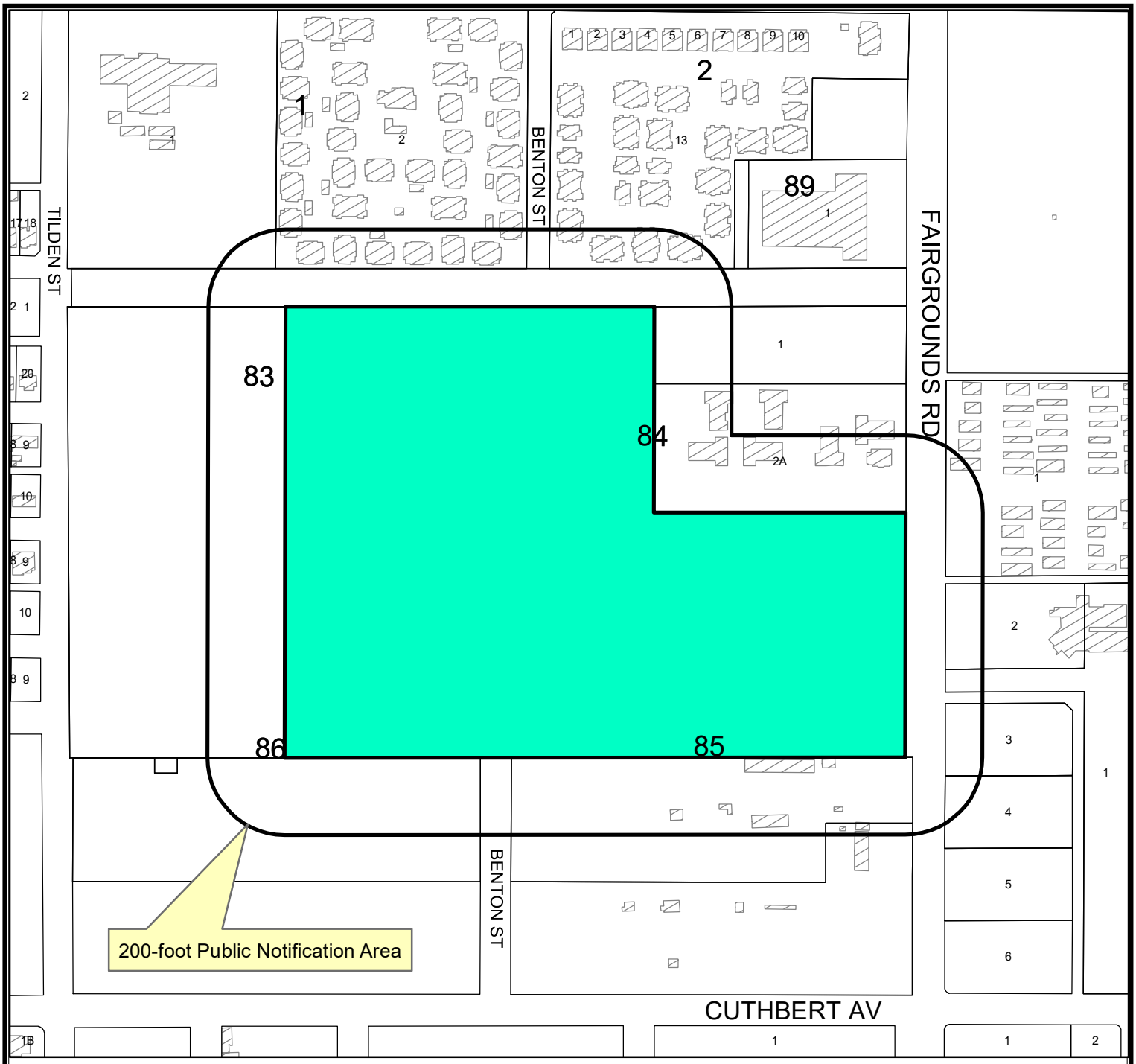
EXISTING CONDITIONS

STATE OF TEXAS
JOHN M. NEWTON
102292
LICENSED
PROFESSIONAL ENGINEER
8-3-2021

NO.	REVISION	DATE

Project No.	18-ME0416
Date:	AUG 2021
Drawn By:	CBD
Checked By:	JMN
Scale:	

Sheet: 03



Location Map

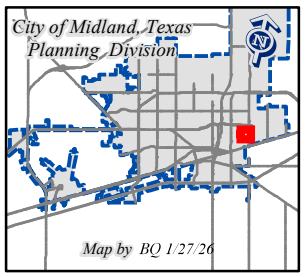
SUDwo-26-0052 **Scale: 1" = 800'**

Consider a request by Chase Gardaphe for a Specific Use Designation without Term for a Manufactured Home Park on a 35.05-acre tract of land out of Section 25, Block 39, T-1-S, T&P RR Co Survey, City and County of Midland, Texas.

Generally located on the west side of North Fairgrounds Road, approximately 650 feet north of East Cuthbert Avenue. (Council District 2)

LEGEND

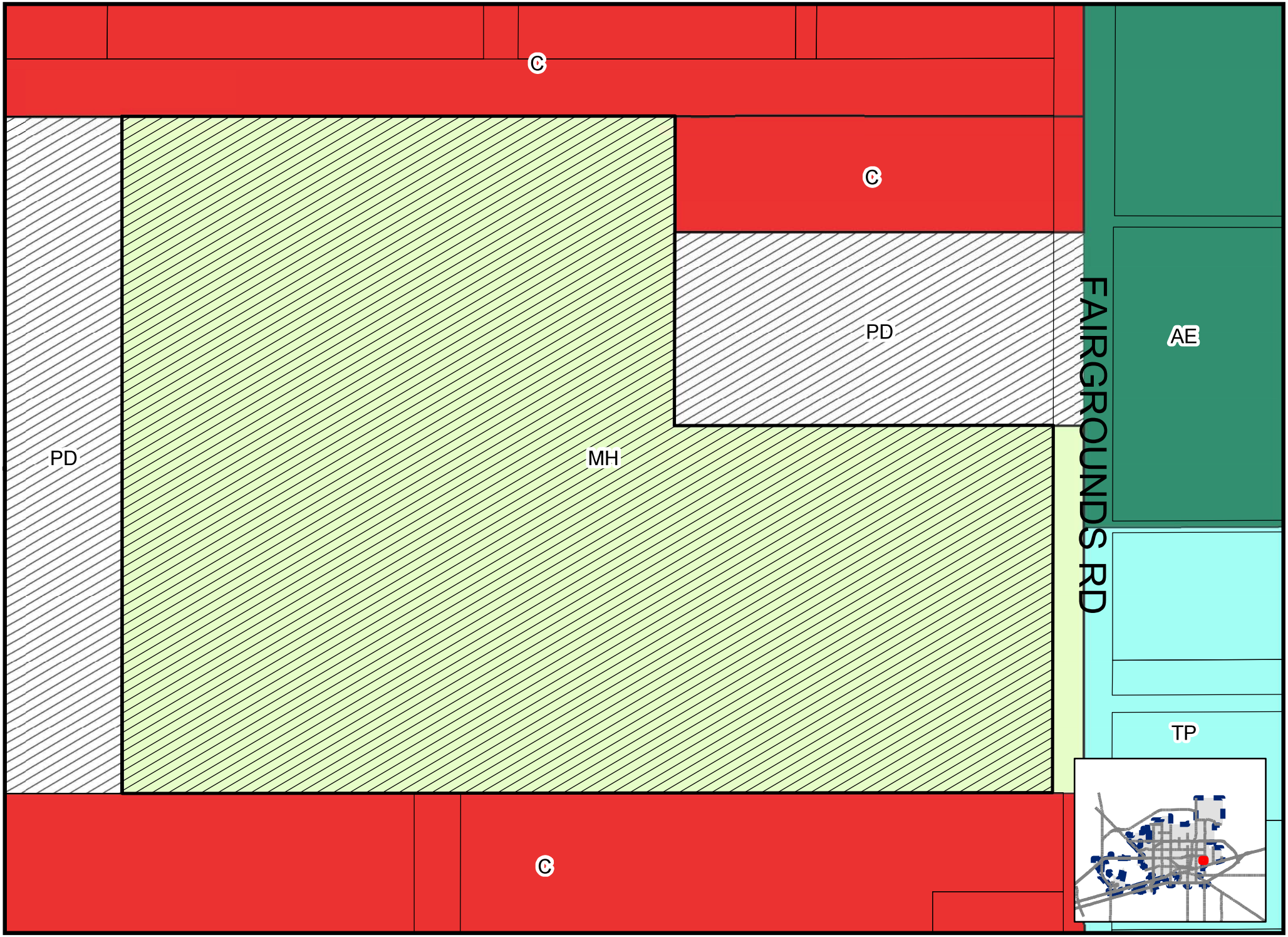
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ 5/8/26

SUDwo-26-0052

Scale: 1" = 2,000'

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


TILDEN ST
FAIRGROUNDS RD
83
84
85
86





Approved vs Proposed Chase Site Plan

0 125 250 500
Feet

Chase Property

Proposed Site Plan

Previous Approved Site Plan

Previous SUD

MIDLAND
Be the Energy!

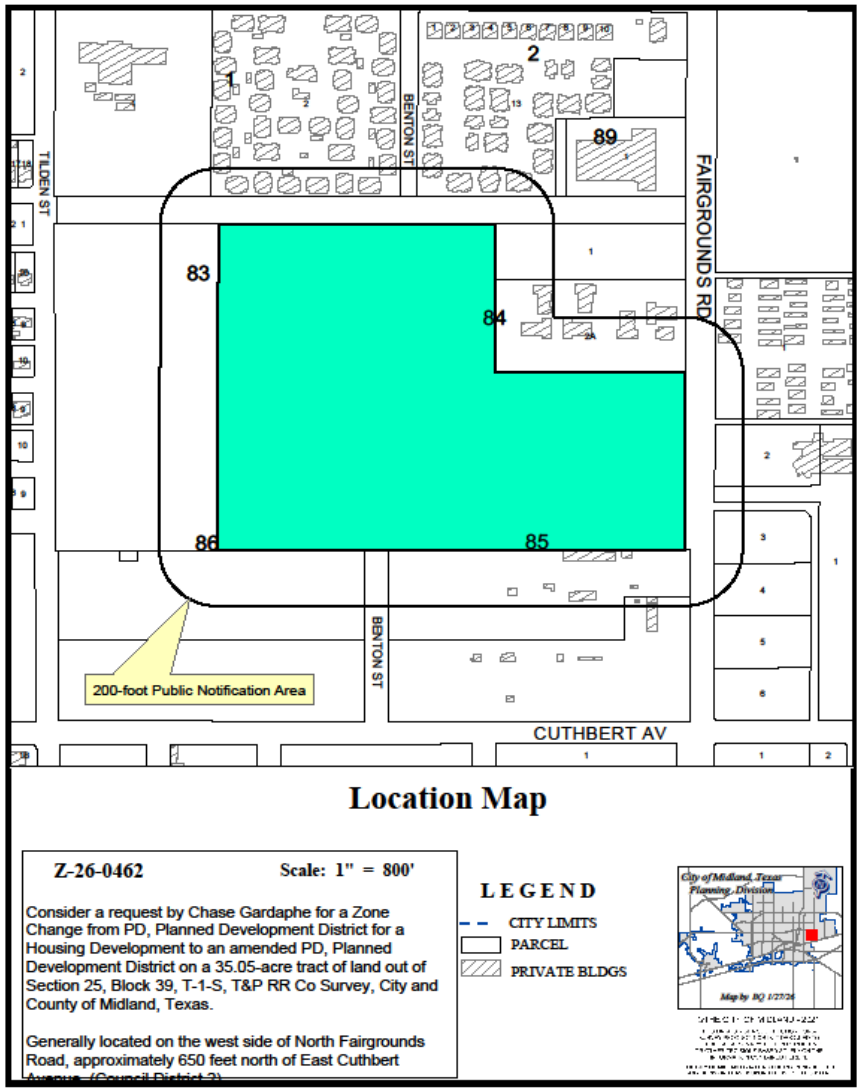
©THE CITY OF MIDLAND - 2026
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

Produced By: City of Midland
Data Source: City of Midland GIS
Production Date: 6/22/26
Datum: NAD1983

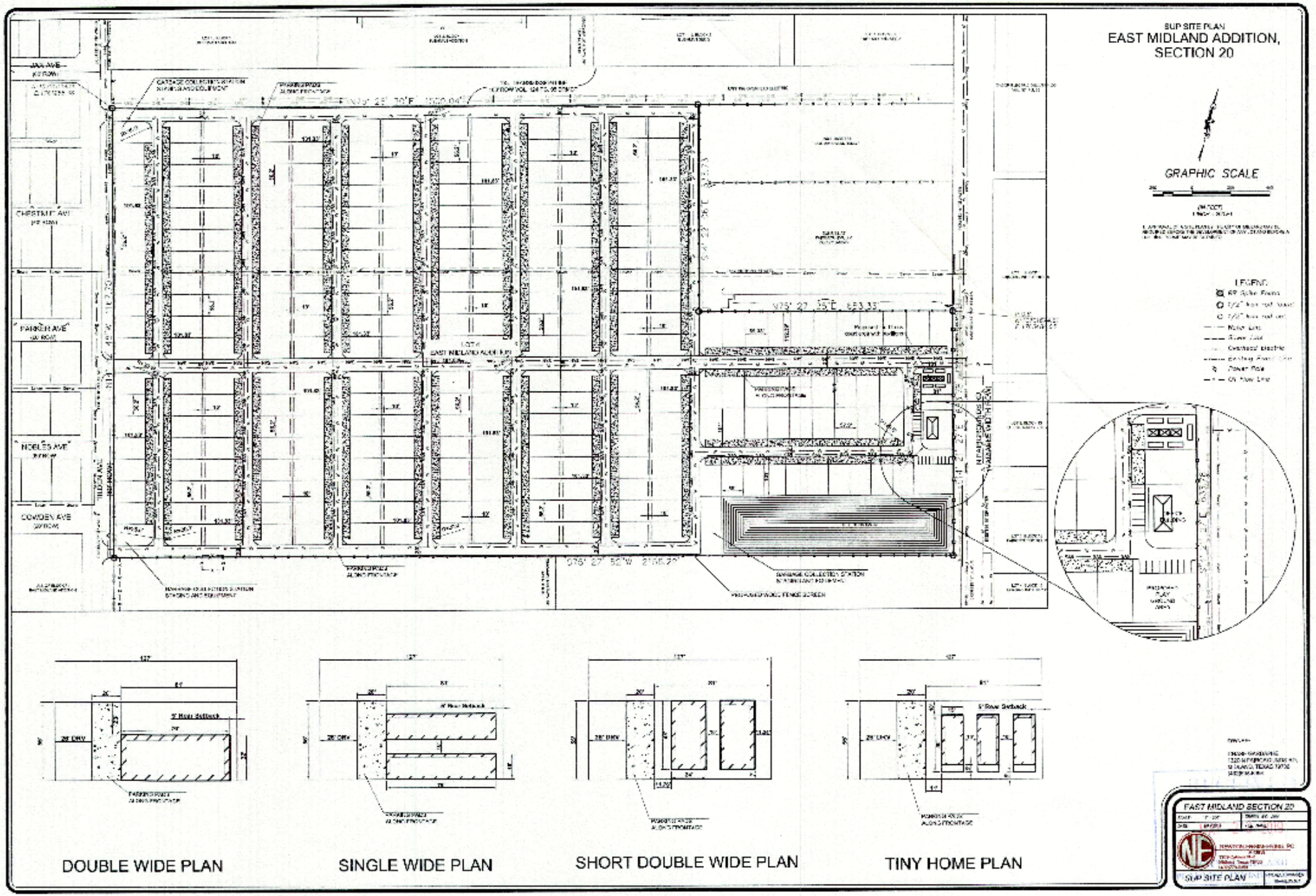

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
STONE BRIDGE MOBILE HOME PARK
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant/Property Owner:** Chase Gardaphe
- **Location:** Generally located on the west side of North Fairgrounds Road, approximately 650 feet north of East Cuthbert Avenue. (District 2)
- **Reason for Request:** To update the existing SUD

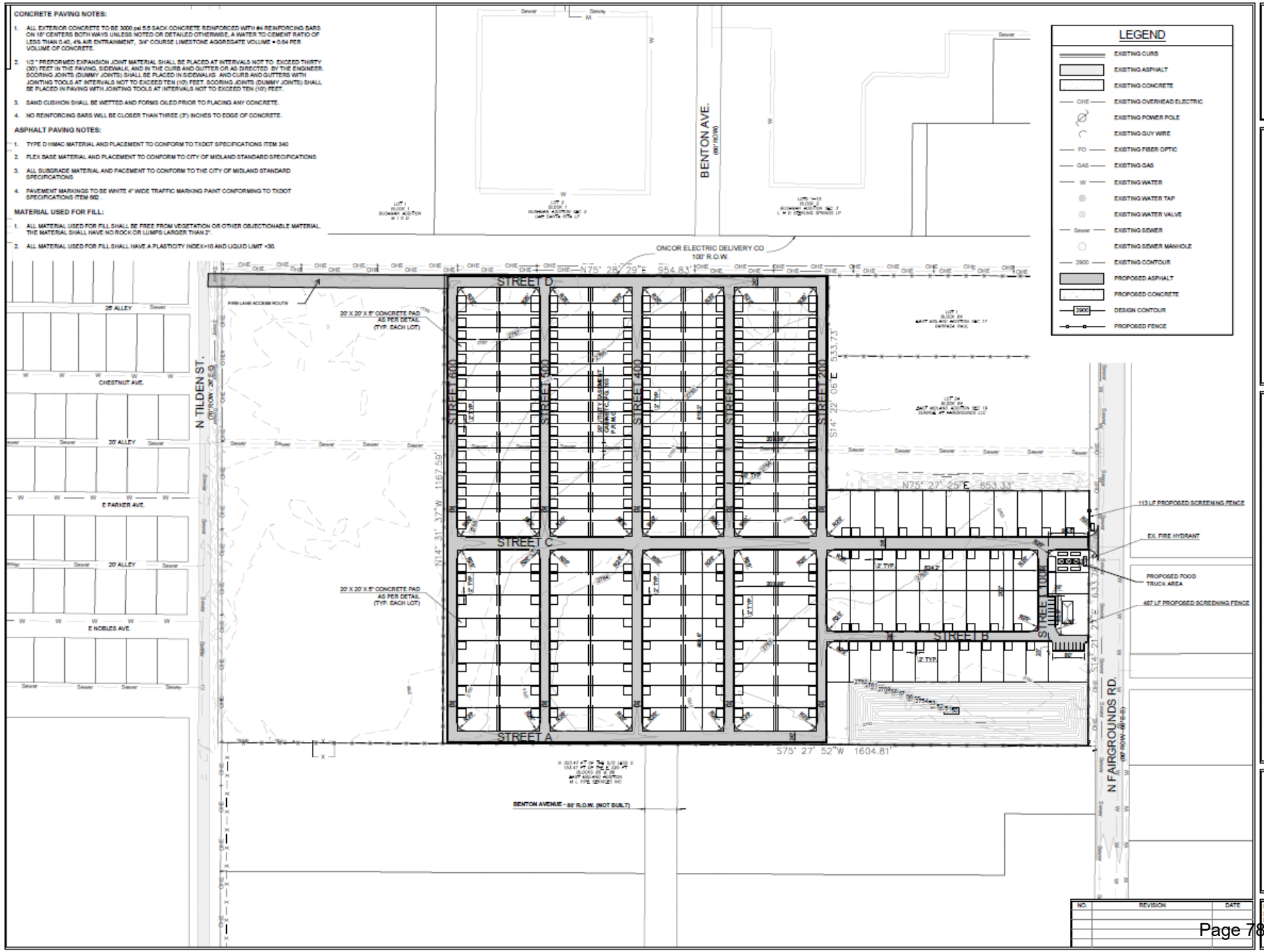


2019


SUP SITE PLAN
EAST MIDLAND ADDITION, SECTION 20
GRAPHIC SCALE
LEGEND
CHESTNUT AVE
PARKER AVE
NOBLES AVE
COWDEN AVE
DOUBLE WIDE PLAN
SINGLE WIDE PLAN
SHORT DOUBLE WIDE PLAN
TINY HOME PLAN
EAST MIDLAND SECTION 20
SUP SITE PLAN

3

2026


CONCRETE PAVING NOTES:
1. ALL EXTERIOR CONCRETE TO BE 3000 psi 5.5 SACK CONCRETE REINFORCED WITH #4 REINFORCING BARS ON 18" CENTERS BOTH WAYS UNLESS NOTED OR DETAILED OTHERWISE. A WATER TO CEMENT RATIO OF LESS THAN 0.40, 4% AIR ENTRAINMENT, 3/4" COURSE LIMESTONE AGGREGATE VOLUME = 0.64 PER VOLUME OF CONCRETE.
2. 1/2" PREFORMED EXPANSION JOINT MATERIAL SHALL BE PLACED AT INTERVALS NOT TO EXCEED THIRTY (30) FEET IN THE PAVING, SIDEWALK, AND IN THE CURB AND GUTTER OR AS DIRECTED BY THE ENGINEER. SCORING JOINTS (DUMMY JOINTS) SHALL BE PLACED IN SIDEWALKS AND CURB AND GUTTERS WITH JOINTING TOOLS AT INTERVALS NOT TO EXCEED TEN (10) FEET. SCORING JOINTS (DUMMY JOINTS) SHALL BE PLACED IN PAVING WITH JOINTING TOOLS AT INTERVALS NOT TO EXCEED TEN (10) FEET.
3. SAND CUSHION SHALL BE WETTED AND FORMS OILED PRIOR TO PLACING ANY CONCRETE.
4. NO REINFORCING BARS WILL BE CLOSER THAN THREE (3") INCHES TO EDGE OF CONCRETE.
ASPHALT PAVING NOTES:
1. TYPE D HMAC MATERIAL AND PLACEMENT TO CONFORM TO TXDOT SPECIFICATIONS ITEM 340
2. FLEX BASE MATERIAL AND PLACEMENT TO CONFORM TO CITY OF MIDLAND STANDARD SPECIFICATIONS
3. ALL SUBGRADE MATERIAL AND PACEMENT TO CONFORM TO THE CITY OF MIDLAND STANDARD SPECIFICATIONS
4. PAVEMENT MARKINGS TO BE WHITE 4" WIDE TRAFFIC MARKING PAINT CONFORMING TO TXDOT SPECIFICATIONS ITEM 662
MATERIAL USED FOR FILL:
1. ALL MATERIAL USED FOR FILL SHALL BE FREE FROM VEGETATION OR OTHER OBJECTIONABLE MATERIAL. THE MATERIAL SHALL HAVE NO ROCK OR LUMPS LARGER THAN 2".
2. ALL MATERIAL USED FOR FILL SHALL HAVE A PLASTICITY INDEX<10 AND LIQUID LIMIT <30.
LEGEND
EXISTING CURB
EXISTING ASPHALT
EXISTING CONCRETE
EXISTING OVERHEAD ELECTRIC
EXISTING POWER POLE
EXISTING GUY WIRE
EXISTING FIBER OPTIC
EXISTING GAS
EXISTING WATER
EXISTING WATER TAP
EXISTING WATER VALVE
EXISTING SEWER
EXISTING SEWER MANHOLE
EXISTING CONTOUR
PROPOSED ASPHALT
PROPOSED CONCRETE
DESIGN CONTOUR
PROPOSED FENCE
BENTON AVE.
ONCOR ELECTRIC DELIVERY CO
100' R.O.W.
N75° 28' 29"E 954.83'
STREET D
STREET A00
STREET B00
STREET C00
STREET D00
STREET E00
STREET F00
STREET C
STREET B
STREET A
20' X 20' X 5" CONCRETE PAD AS PER DETAIL (TYP. EACH LOT)
FIRE LANE ACCESS ROUTE
N TILDEN ST.
(70' ROW - 26' E.O.)
25' ALLEY
CHESTNUT AVE.
20' ALLEY
E PARKER AVE.
E NOBLES AVE.
N14° 31' 37"W 1157.59'
S14° 22' 06"E 633.75'
N75° 27' 25"E 853.33'
S14° 21' 27"E 633.75'
S75° 27' 52"W 1604.81'
113 LF PROPOSED SCREENING FENCE
EX. FIRE HYDRANT
PROPOSED FOOD TRUCK AREA
467 LF PROPOSED SCREENING FENCE
N FAIRGROUNDS RD.
(100' ROW - 60' E.O.)
BENTON AVENUE - 80' R.O.W. (NOT BUILT)
GRAPHIC SCALE
NEWTON ENGINEERING, PC
STONE BRIDGE MOBILE HOME PARK
MIDLAND, TX
PAVING & GRADING SITE PLAN
NO. REVISION DATE
Project No. 18-MID416
Date: AUG 2021
Drawn By: CBD
Sheet 04

4



Approved vs Proposed Chase Site Plan

0 125 250 500
Feet

Chase Property
Proposed Site Plan
Previous Approved Site Plan
Previous SUD

MIDLAND
Be the Energy!

©THE CITY OF MIDLAND - 2026

Produced By: City of Midland
Data Source: City of Midland GIS
Production Date: 6/22/26
Datum: NAD1983

5

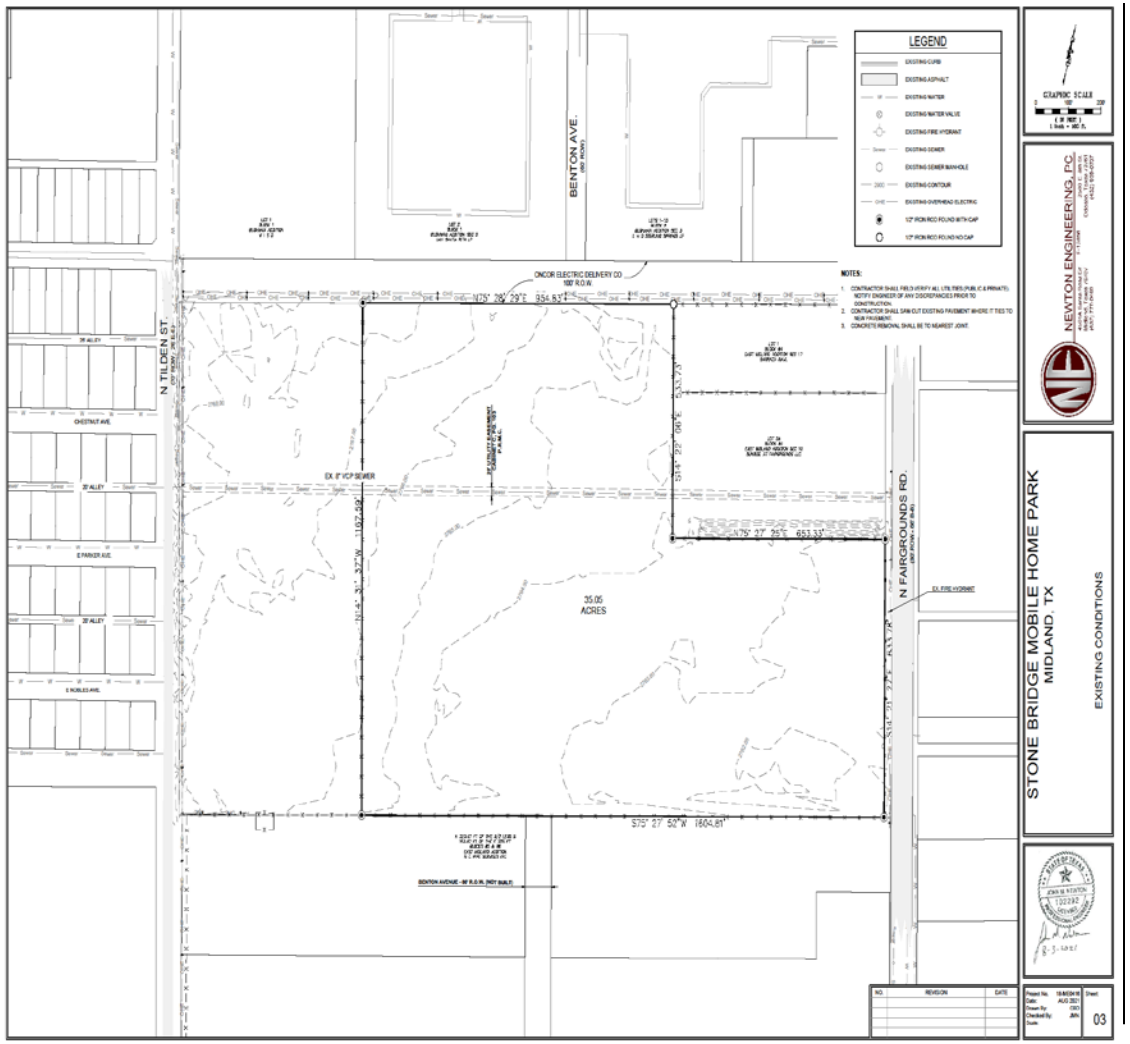
2019 SUD VS 2026 SUD

49.85 acres	35.05 acres
284 spaces	263 spaces
Max of 600 units	Max of 263 units
Density of 12 units per acre	Density of 8 units per acre



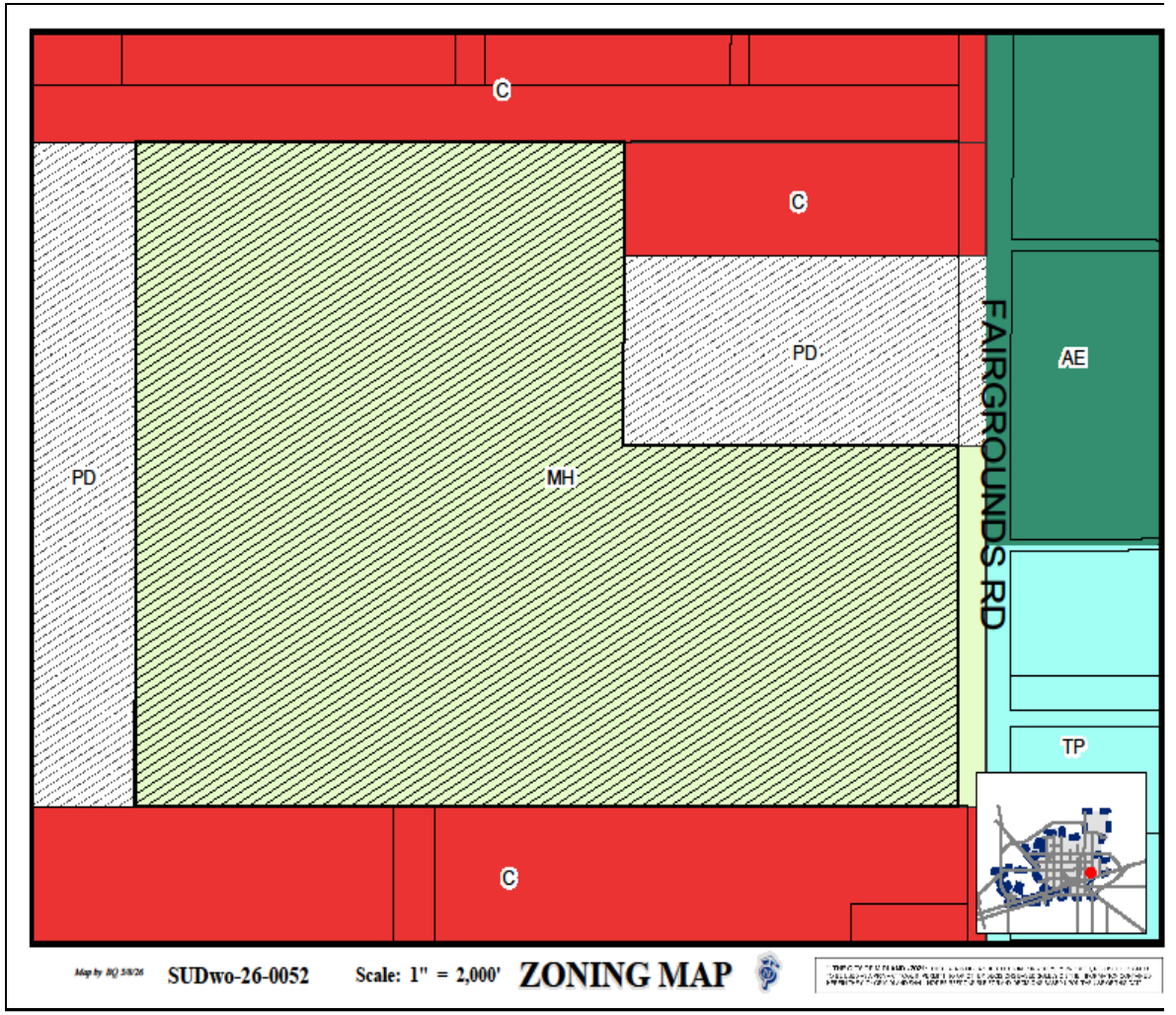
DETAILS OF REQUEST

- 263 total spaces
  - 160 spaces: ~30' × 101’
  - 18 spaces: ~58' × 101’
  - 11 spaces: ~59' × 112’
  - 64 spaces: ~56' × 101’
  - 10 spaces: ~55' × 101'



ZONING

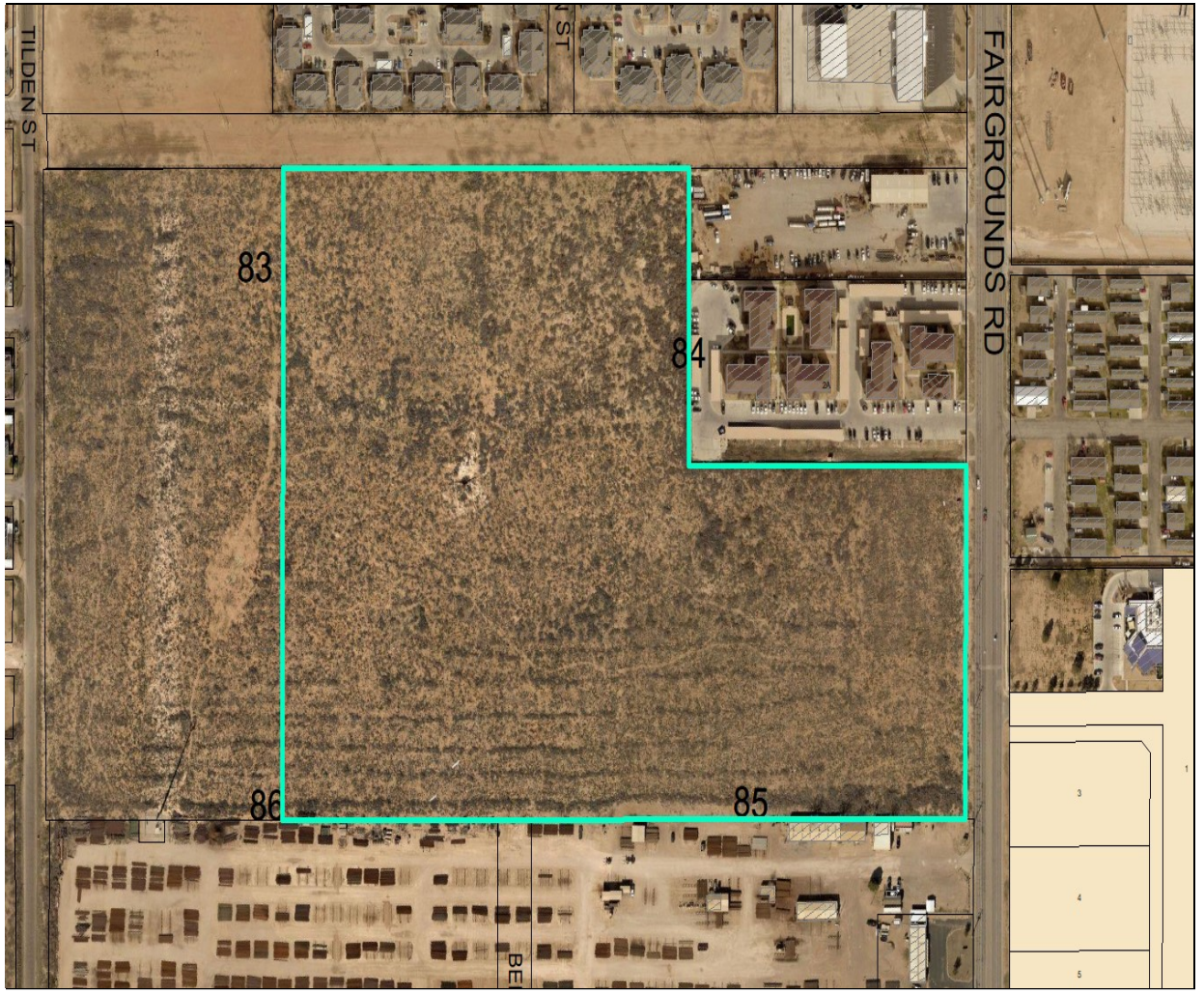
- **Current Zoning:** MH, Manufactured Housing District
- **Surrounding Zoning:**
  - **North/South:** C, Commercial District
  - **East:** AE, Agricultural Estate District & TP, Technology Park District
  - **West:** PD, Planned Development for a Housing Development



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North:** Senior Living Apartment
  - **South:** Commercial
  - **East:** Animal Control Shelter & Manufacture Home Park
  - **West:** Vacant
- **Proposed Use:** Manufactured Home Park



MIDLAND
Be the Energy!

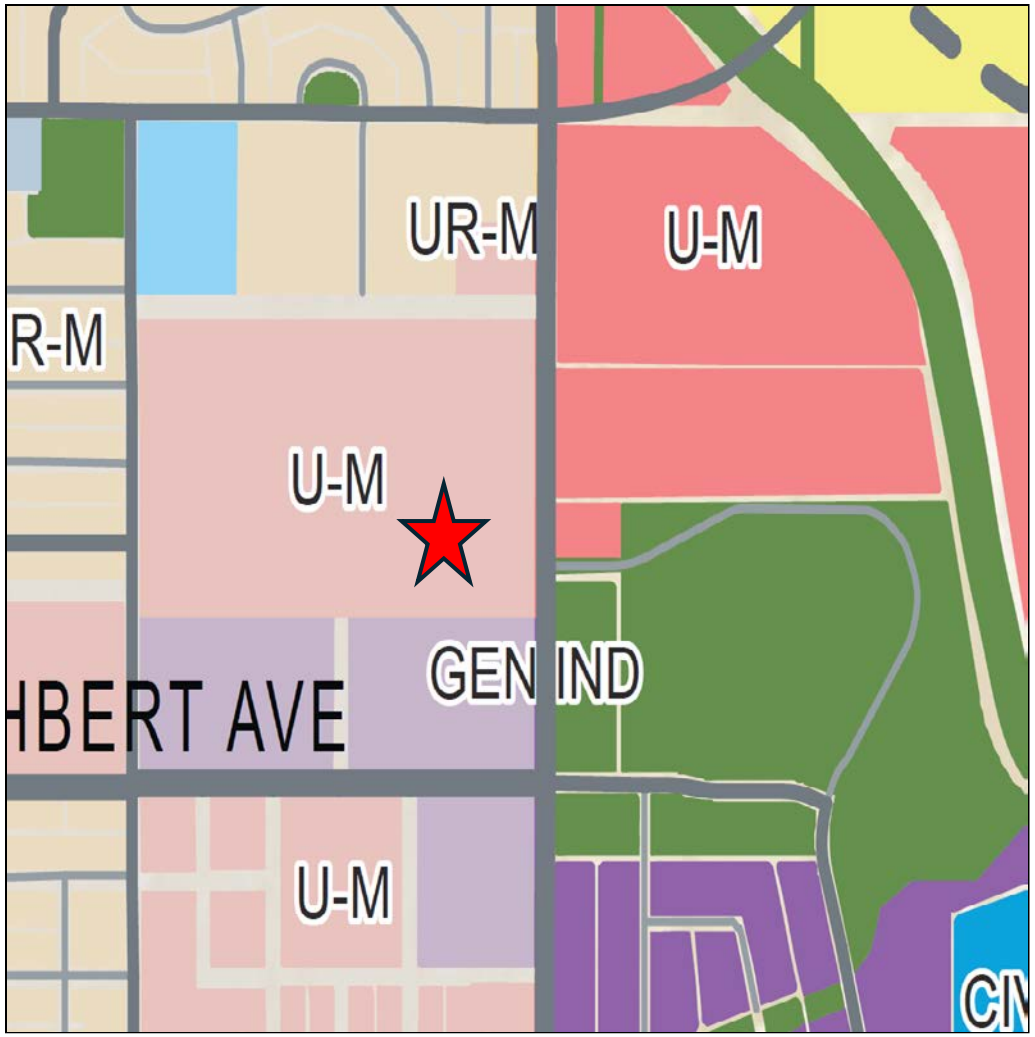


On North Fairgrounds, Looking West

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium (U-M)
- **Supported Uses:** A mix of housing types along with commercial, office, and service uses



MIDLAND
Be the Energy!

RELATED ITEMS

- A zone change was recently approved to change the zoning of the property to MH, Manufactured Housing District.



STAFF'S REPORT

- No objections were received.
- Should this request be approved, staff recommends it be subject to the following conditions:

A. The development of the Establishment shall significantly conform to provided Site Plan, which is attached hereto as Exhibit B and incorporated herein.

B. The maximum capacity shall not exceed 263 manufactured home units.

C. The maximum density shall not exceed eight manufacturer home units per acre.



STAFF'S REPORT

D. That the Establishment's front yard setback shall be at least 10 feet from property line.

E. That each manufactured home unit shall be located at least 10 feet from each other manufactured home unit.

F. The trash dumpsters shall be appropriately screened and of an adequate quantity to handle the refuse generated by the Establishment's occupants.

G. That the width of each internal street shall be a minimum of 26 feet.

H. Internal sidewalks shall not be required.



STAFF'S REPORT

I. That storage facilities for each manufactured home space shall not be required.

J. That the internal streets, play areas, food truck court, and office space shall be illuminated in accordance with applicable Midland City Code requirements, and the lighting shall be maintained in a working condition.

K. That a manager or responsible attendant shall be in charge of keeping the Establishment, its facilities, and equipment in a clean, orderly, and sanitary condition, and said manager or attendant shall be answerable, with the licensee, for any violation of the provisions of the Midland City Code.



15

STAFF'S REPORT

L. That the operator of the Establishment is required to maintain a current Type I license and pay the annual license fees associated with such license.

M. That the development and management of the Establishment, unless otherwise stated herein, shall conform to the applicable regulations of Sections 5-5-1 through 5-5-15 of the Midland City Code.

N. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.



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: July 21, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST HALF OF LOT 2 AND ALL OF LOT 3, BLOCK 9, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST MICHIGAN AVENUE, APPROXIMATELY 90 FEET WEST OF NORTH B STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; 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:
Katelyn Williams is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09– Accessory Buildings and Uses, to permit a reduced minimum side yard setback on the west side of the property to allow for an accessory dwelling unit at a property located at 905 West Michigan Avenue.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The subject property is zoned SF-2, Single-Family Dwelling District. Per Section 4.09 – Accessory Buildings and Uses, the minimum setback requirement is five feet (5') for a residentially-zoned property that is between 7,500 square feet and 21,999 square feet. This property is approximately 10,500 square feet and therefore has a required side yard setback of five feet (5'). The applicant would like to reduce the side yard setback to zero feet (0') to allow for the creation of an accessory dwelling unit.

The applicant is requesting this special exception to create a mother-in-law suite from the existing detached garage located at 905 West Michigan Avenue. However, given the required side yard setback, it is not currently possible to do so. With a reduced side setback of 0 feet (0'), the accessory building would be brought into conformance.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No fire code concerns identified at this time; all applicable building, fire, and life safety code requirements shall be met prior to occupancy.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

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. Please also be mindful of fire separation distances, which do not rely on property lines but building separations for fire safety reasons. 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 objection. [For the Applicant's information only.]

Planning (Approved):

The 5-foot minimum side yard setback for the accessory building on this property does not allow for the applicant's request to create an accessory dwelling unit from the existing enclosed garage. Granting this special exception would reduce the side yard setback to zero feet (0') and therefore allow for the applicant to create the mother-in-law suite while also coming into conformance.

Staff recommends approval of this request, subject to the following conditions:

Conditions:

A. That the minimum side yard setback on the west side of the Property shall be zero feet (0').

B. That the reduced minimum side yard setback allowed by this ordinance shall apply only to the "Existing Detached Garage" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

Letters of Objection:

Staff has received no letters of objection as of July 10, 2026.

Attachments:

A. ORD w EXH - E-26-0162.Katelyn Williams - Red Side Yard Setback Ord w Exh
B. E-26-0162, 905 W Michigan, Combined
C. CC - - 905 W Michigan Ave, Special Exception

Lori Elliott, Development Services	Created/Initiated - 7/9/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST HALF OF LOT 2 AND ALL OF LOT 3, BLOCK 9, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST MICHIGAN AVENUE, APPROXIMATELY 90 FEET WEST OF NORTH B STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; 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 the west half of Lot 2 and all of Lot 3, Block 9, High School Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum side yard setback on the west side of the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the Property shall be zero feet (0').

B. That the reduced minimum side yard setback allowed by this ordinance shall apply only to the "Existing Detached Garage" shown in the site plan, which is attached hereto as Exhibit A and incorporated herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

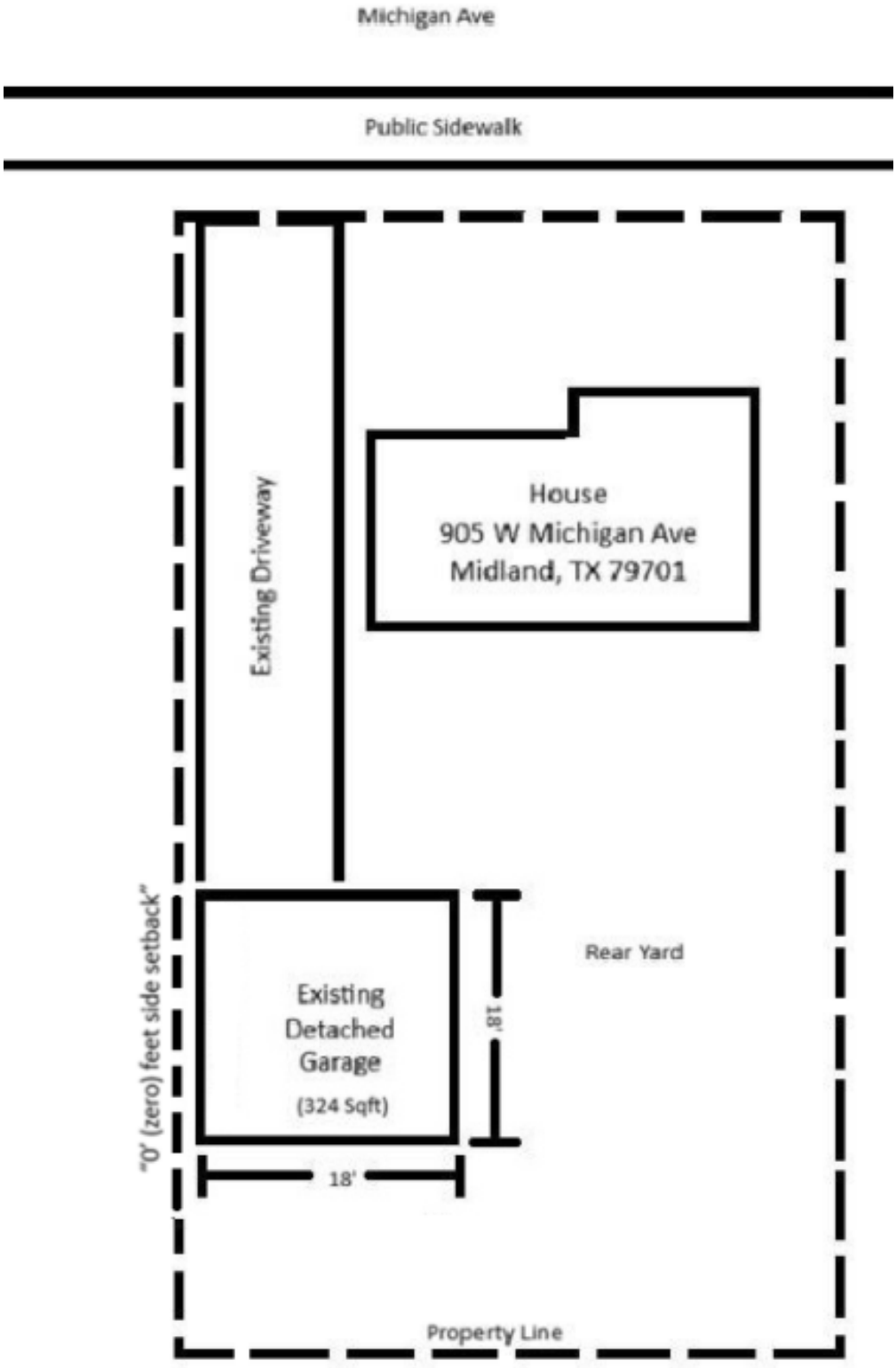
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

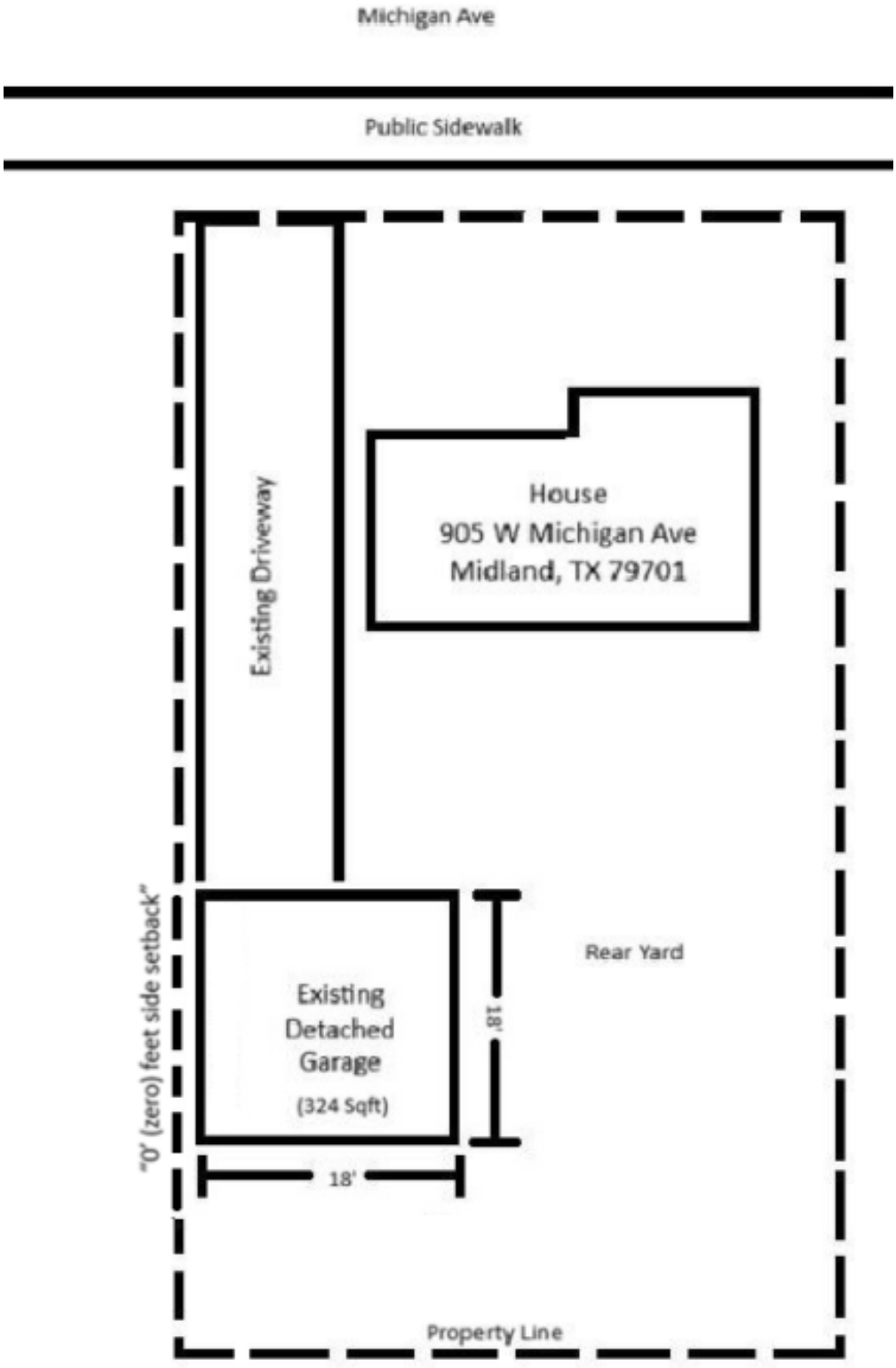
SITE PLAN:
905 W Michigan Ave Midland, Tx 79701

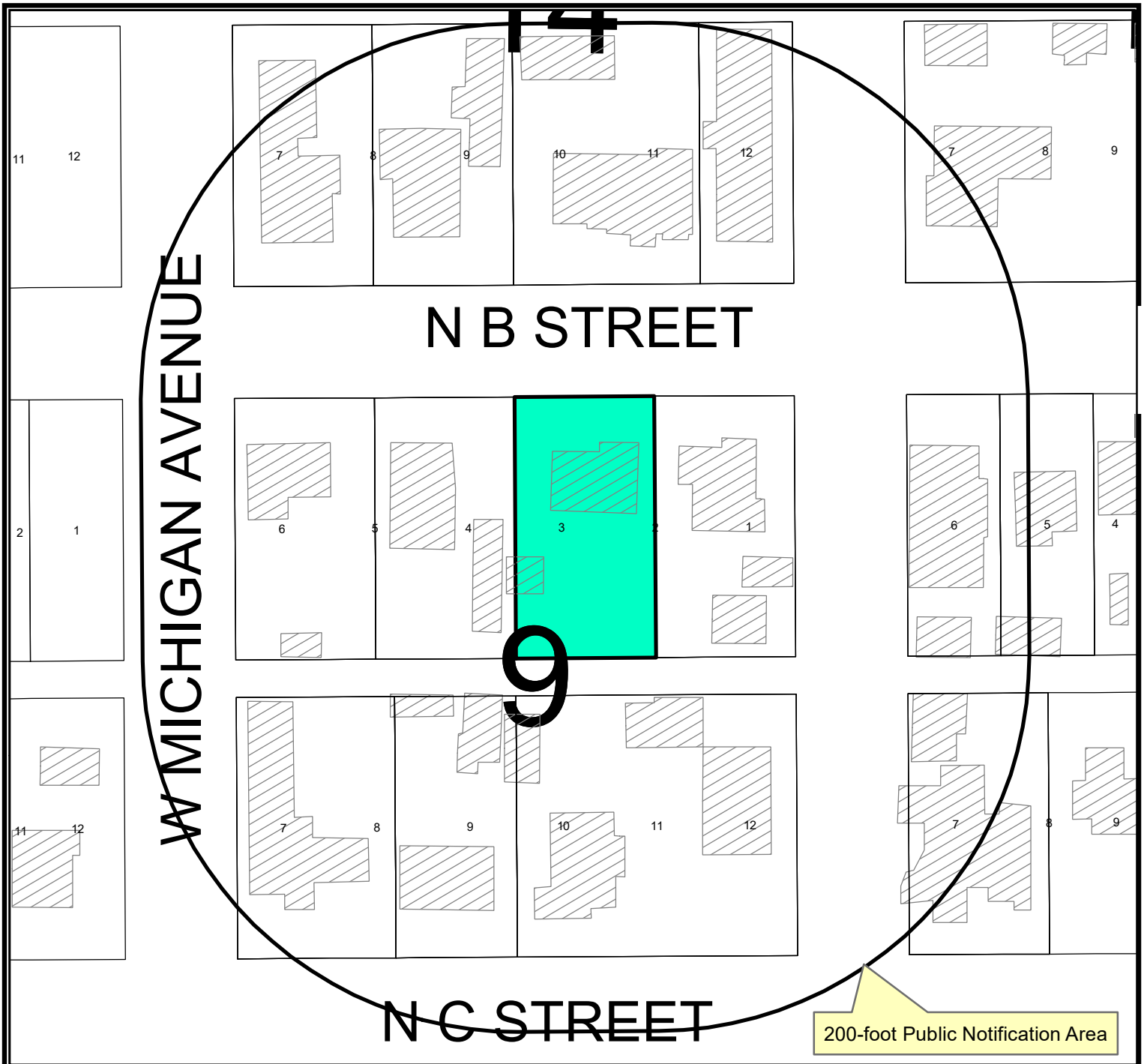
Existing Detached Garage - 324 sqft
Zero feet Setback - 0'
The plan is to convert the existing detached garage into a mother-in-law suite.
The square feet of the detached garage will remain the same.



SITE PLAN:
905 W Michigan Ave Midland, Tx 79701

Existing Detached Garage - 324 sqft
Zero feet Setback - 0'
The plan is to convert the existing detached garage into a mother-in-law suite.
The square feet of the detached garage will remain the same.





Location Map

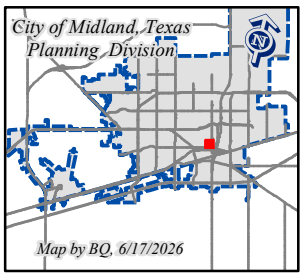
SUDwo-26-0055 **Scale: 1" = 500'**

Consider a request by Katelyn Williams for a Specific Use Designation without Term for an Accessory Dwelling Unit on the west half of Lot 2 and all of Lot 3, Block 9, High School Addition, City and County of Midland, Texas.

Generally located on the south side of West Michigan Avenue, approximately 90 feet west of North B Street. (Council District 3)

LEGEND

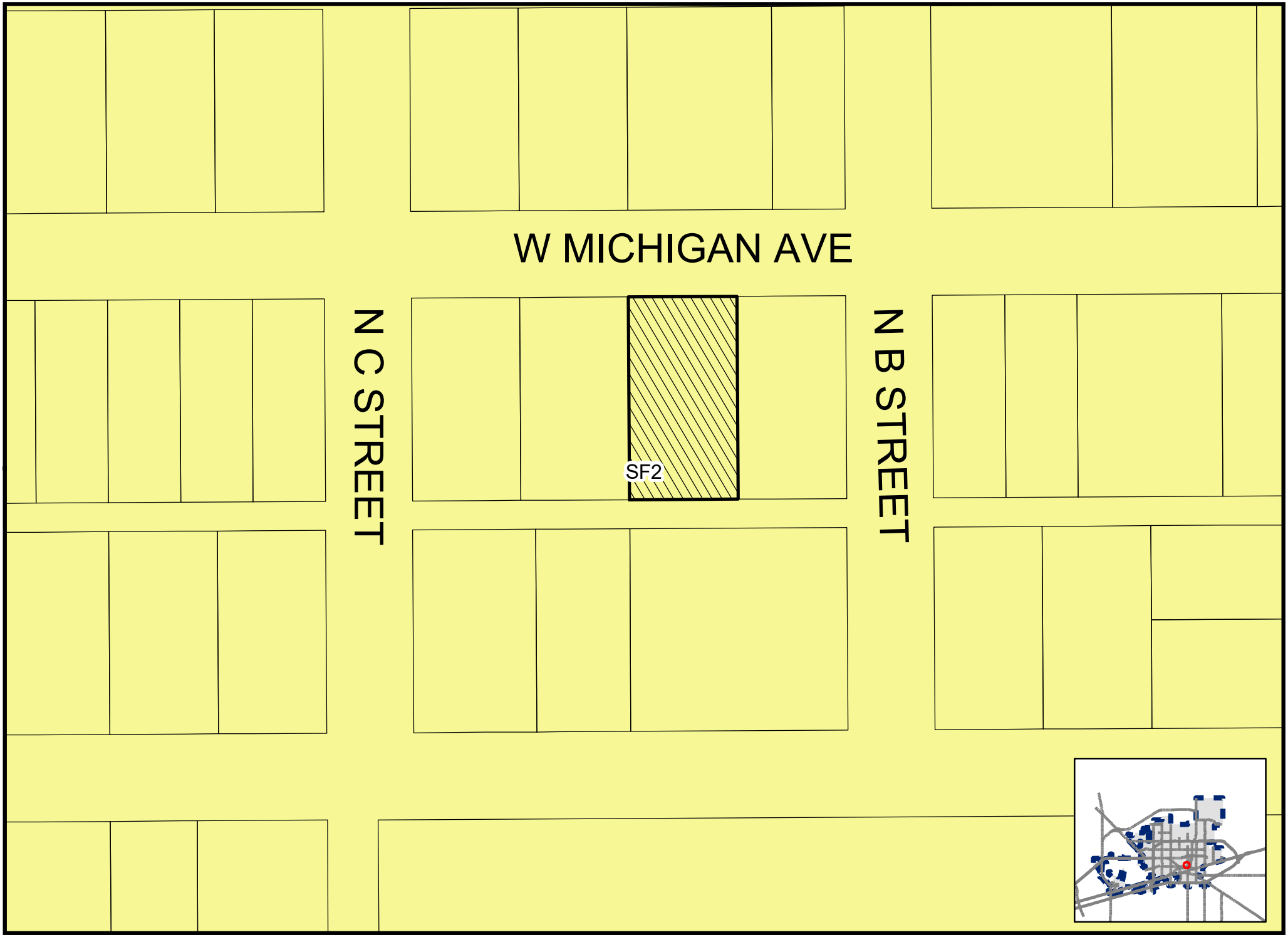
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 6/10/2026

E-26-0162

Scale: 1" = 600'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY USERS OF THIS MAP

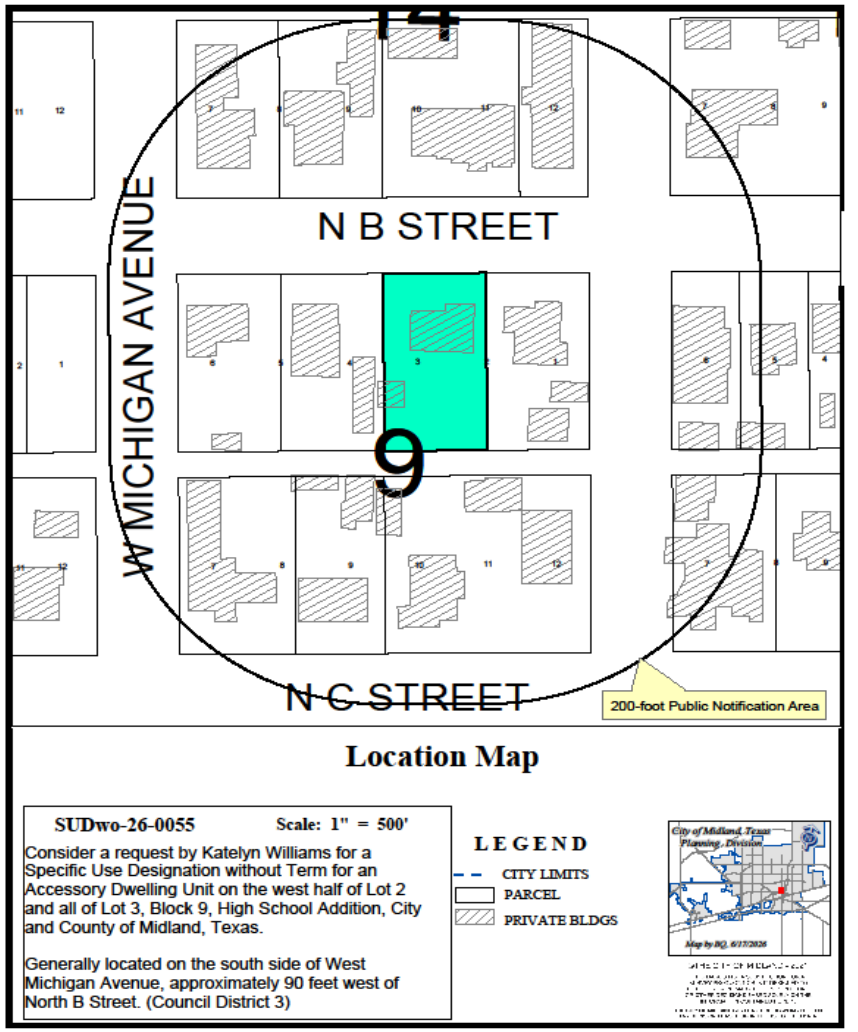

W MICHIGAN AVE
N C STREET
N B STREET
9


RIGHT LANE
ONLY
905


MIDLAND
Be the Energy!
SPECIAL EXCEPTION
905 WEST MICHIGAN AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property Owner:** Katelyn Williams
- **Location:** 905 West Michigan Avenue (District 3)
- **Reason for Request:** variance requested for a reduced minimum side yard setback for garage conversion to accessory dwelling unit; to bring into conformance

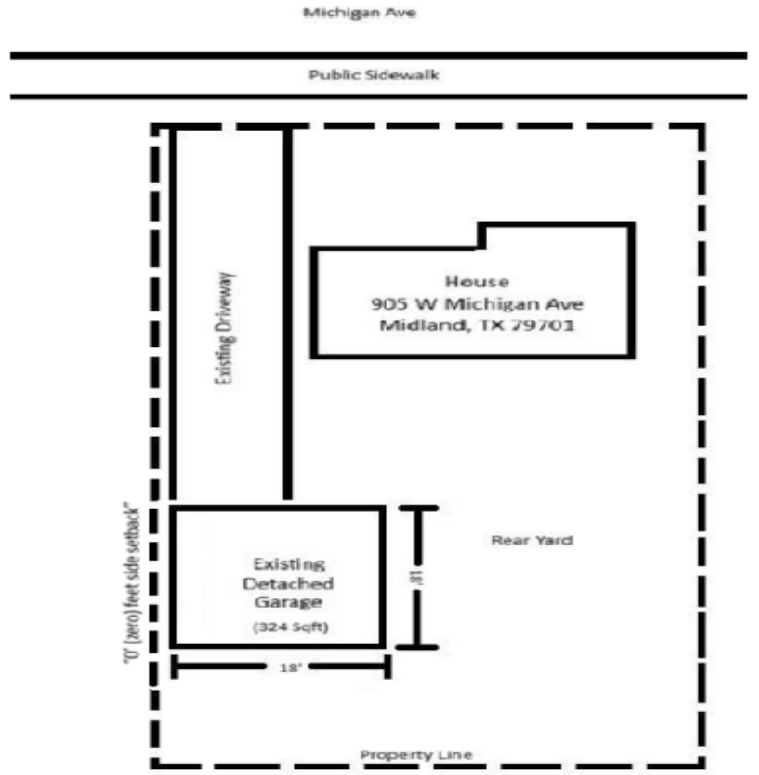


DETAILS OF REQUEST

- **Code Requirement:** Minimum side yard setback required for a residentially-zoned property that is between 7,500 square feet and 21,999 square feet is 5 feet (5’)
- **Variance Requested:** To reduce the minimum side yard setback to zero feet (0’)

SITE PLAN:
905 W Michigan Ave Midland, Tx 79701

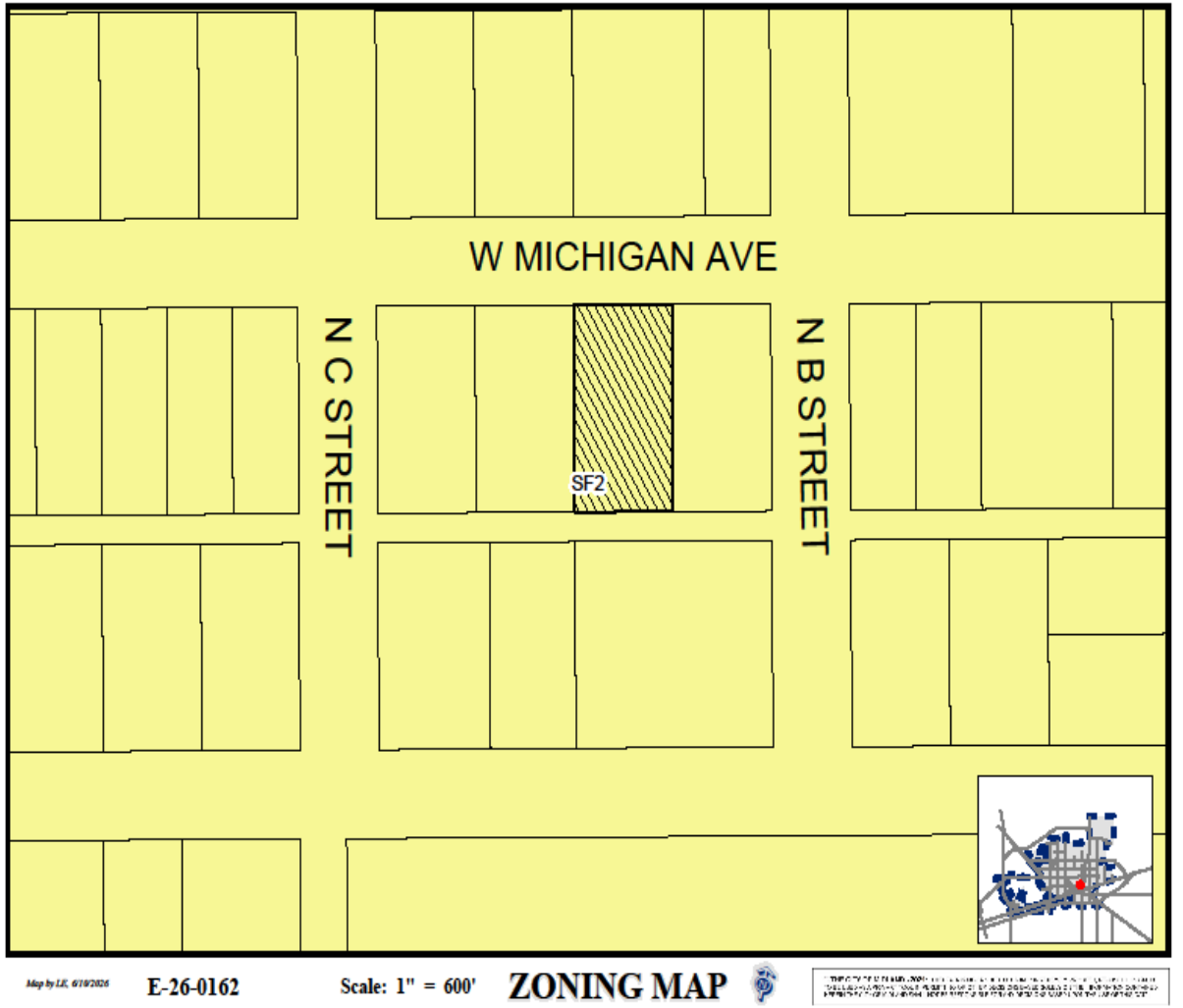
Existing Detached Garage - 324 sqft
Zero feet Setback - 0’
The plan is to convert the existing detached garage into a mother-in-law suite.
The square feet of the detached garage will remain the same.



MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East/West:** SF-2, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Single-family home
- **Surrounding Uses:**
  - **North/South/East/West:** Single-family homes



MIDLAND
Be the Energy!



On West Michigan Avenue, Looking South

MIDLAND
Be the Energy!

RELATED ITEMS

- A request for a Specific Use Designation without term permit (SUDw/o) has also been submitted for this property, in order to approve the Accessory Dwelling Unit (ADU).



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the minimum side yard setback on the west side of the Property shall be zero feet (0').

B. That the reduced minimum side yard setback allowed by this ordinance shall apply only to the "Existing Detached Garage" in the site plan, which is attached hereto as Exhibit A and incorporated herein.



MISSION

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



City Council Meeting

Item Number: 32.
Meeting Date: July 21, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE WEST HALF OF LOT 2 AND ALL OF LOT 3, BLOCK 9, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST MICHIGAN AVENUE, APPROXIMATELY 90 FEET WEST OF NORTH B STREET), WHICH IS PRESENTLY ZONED SF-2, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:
The applicant, Katelyn Williams, is requesting a Specific Use Permit without Term, for an accessory dwelling unit at 905 West Michigan Avenue.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

SF-2, Single-Family Dwelling District

Surrounding Zoning and Land Use:

The subject property is zoned for residential use and is surrounded by an established

residential neighborhood within the SF-2, Single-Family Dwelling District.

Analysis:

The subject property is located at 905 West Michigan is currently has a single-family dwelling residence with a detached garage. The applicant, Katelyn Williams, is requesting to update the garage into an accessory dwelling unit to be used as guest space for when the applicant has family over. The primary dwelling units is approximately 1,355 square feet and the detached garage is approximately 324 square feet.

The design plan attached hereto as Exhibit “B” shows the garage showing the floor plan of what the garage would look like once it gets upgraded into an accessory dwelling unit. It shows full restroom, a kitchen and living space.

Per City of Midland Zoning Ordinance, Section 4.03, Use Chart, an accessory dwelling unit is permitted in this zoning district upon approval of a specific use designation
The Accessory Dwelling Unit needs to comply with the standards listed in Section 4.09 Accessory Building and Uses, Section C of the Zoning Ordinances.

C. Accessory Dwelling Units and Use Limitations

a. Accessory Dwelling Units shall not be leased or rented.

b. The living area of an Accessory Dwelling Unit shall not exceed 1,000 square feet or 30 percent of the area of the principal residence, whichever is less.

c. Only one Accessory Dwelling Unit shall be allowed on any individual tract of land.

d. A mobile home, travel trailer, or recreational vehicle shall not be used as a detached Accessory Dwelling Unit.

e. The total number of people who live on the property, including the principal residence and the Accessory Dwelling that, shall not exceed that of a “Family” as defined in the zoning ordinance.

Additionally, the applicant submitted a special exception for the property for having a zero (0’) side setback.
The property is designated as Urban Residential – Low (UR-L). The UR-L designation calls for single-family detached homes. This request is compatible with the Tall City Tomorrow Plan, Chapter 3, An Integrated Land Use Vision, Principle 4, “Land use policies and regulations

should support diverse housing choices." (Tall City Tomorrow, Page 47).

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No fire code concerns identified at this time; all applicable building, fire, and life safety code requirements shall be met prior to occupancy.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

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. Fire separations also must be adhered to regarding the separation of structures to prevent flame spread. This is separate from setbacks and is dictated by the 2018 International Residential Code. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Planning:

This request meets all requirements; therefore, staff recommends approval of the request for the Specific Use Designation without Term for an Accessory Dwelling Unit, subject to the conditions below.

Conditions:

A. **That the use and development of the Unit shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, said Unit being the building identified in Exhibit A as an "Existing Detached Garage."**

B. **The total number of people, who live on the Property, including the principal residence and the Unit, shall not exceed that of a "family", as such term is defined in Section 11-1-2.01 of the City Code.**

C. **That the floor area of the Unit shall not exceed 324 square feet.**

D. **That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.**

E. **That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.**

F. **That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of this Specific Use Designation Without Term are satisfied.**

G. **That the 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 as notice to any subsequent purchaser of this property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.**

Letters of Objection:

As of July 10, 2026, staff has received one letter of objection.

Attachments:

A. ORD w EXH - SUDwo-26-0055.Katelyn Williams - Accessory Dwelling Unit Ord w Exh
B. SUDwo-26-0055, Combined Files
C. CC - - 905 W Michigan Ave AUD

Beatriz Quezada, Development Services	Created/Initiated - 7/6/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE WEST HALF OF LOT 2 AND ALL OF LOT 3, BLOCK 9, HIGH SCHOOL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST MICHIGAN AVENUE, APPROXIMATELY 90 FEET WEST OF NORTH B STREET), WHICH IS PRESENTLY ZONED SF-2, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

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 Without Term for the west half of Lot 2 and all of Lot 3, Block 9, High School 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 Without Term for an accessory dwelling unit (the "Unit"), together with the uses permitted in the present SF-2, Single-Family Dwelling District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property for the Unit shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, said Unit being the building identified in Exhibit A as an "Existing Detached Garage."

B. That the total number of people who live on the Property, including the principal residence and the Unit, shall not exceed that of a "family", as such term is defined in Section 11-1-2.01 of the City Code.

C. That the floor area of the Unit shall not exceed 324 square feet.

D. That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.

E. That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.

F. That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

G. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas, as notice to any subsequent purchaser of this property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.

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

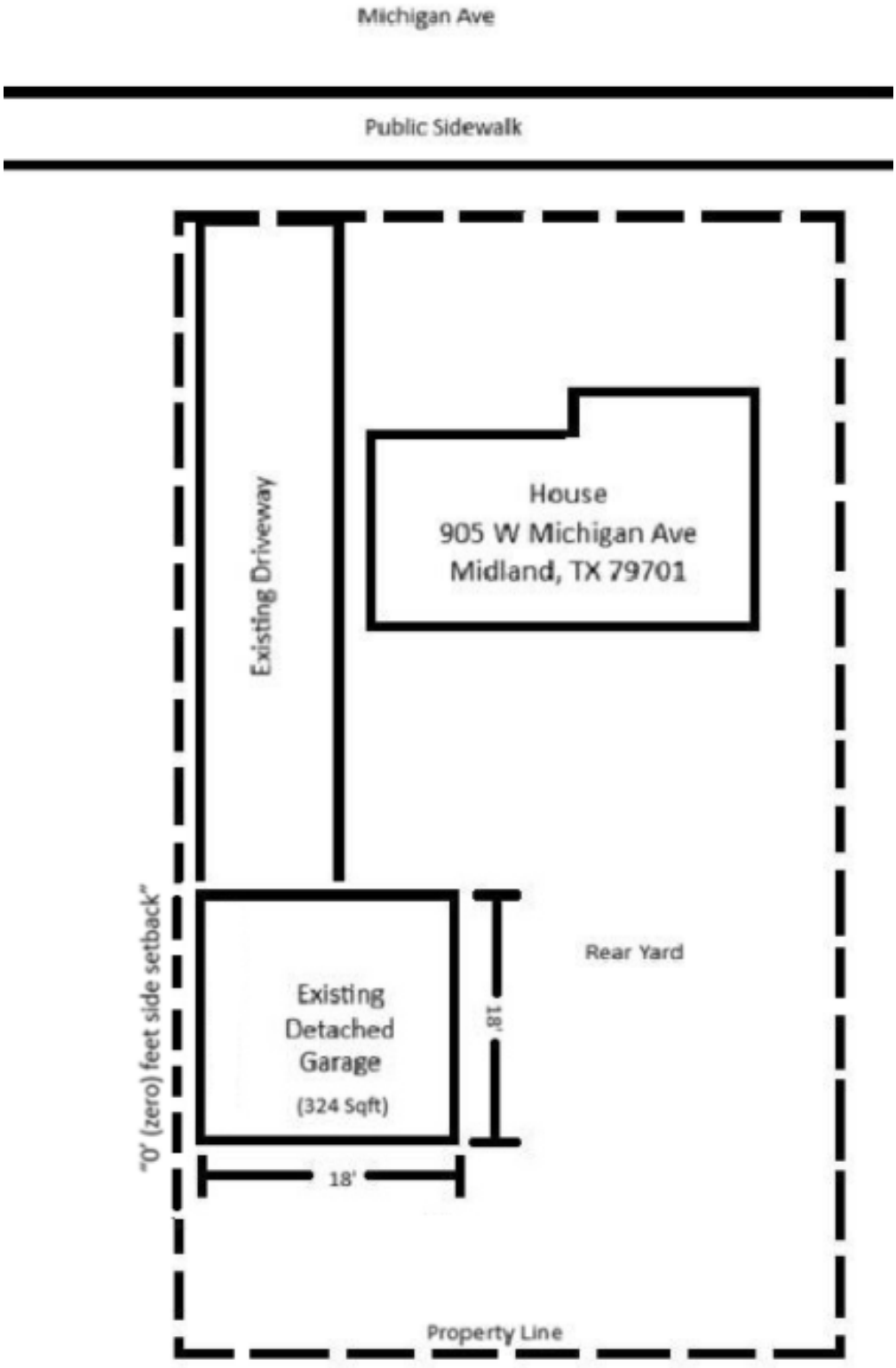
APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

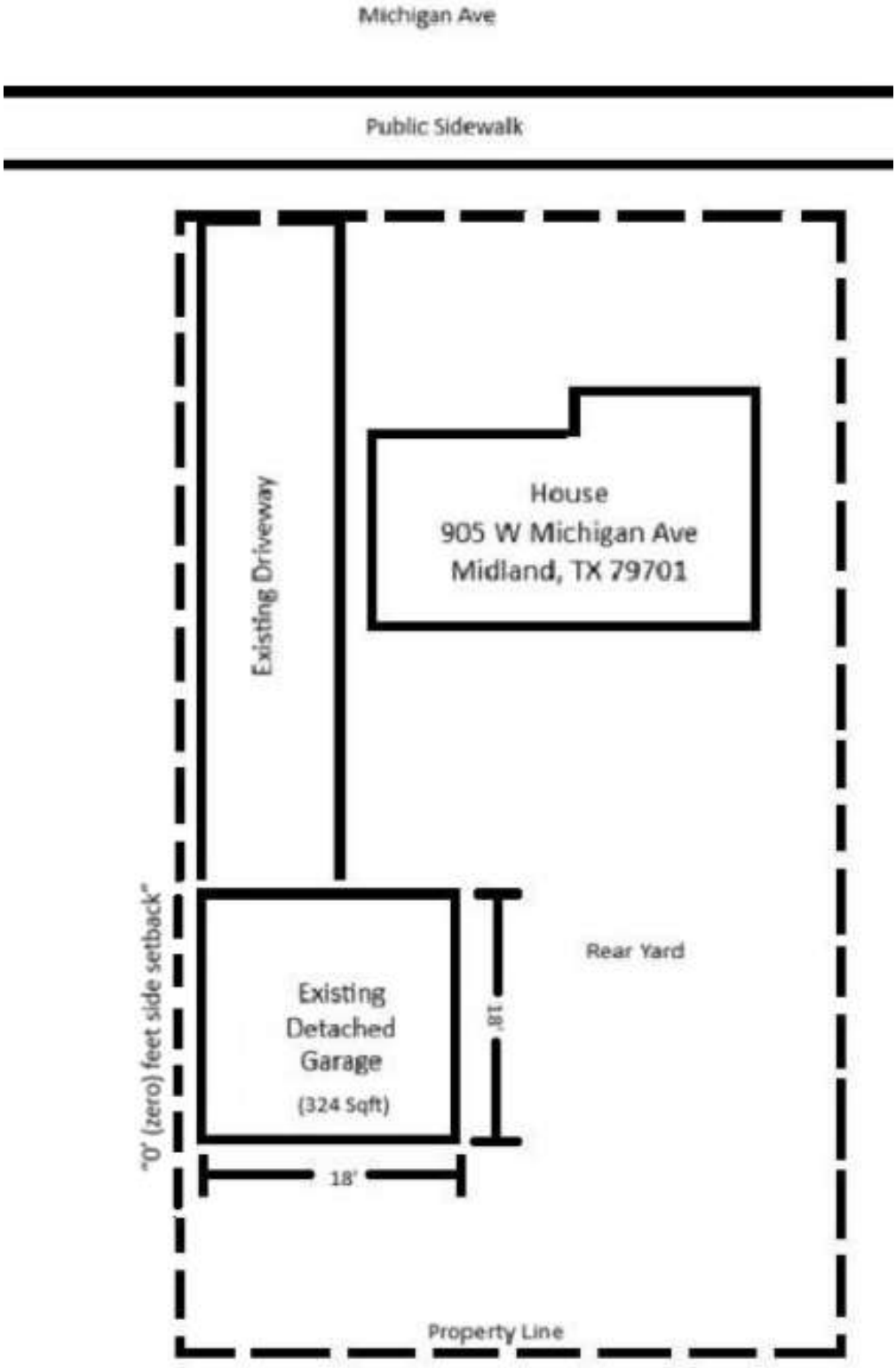
SITE PLAN:
905 W Michigan Ave Midland, Tx 79701

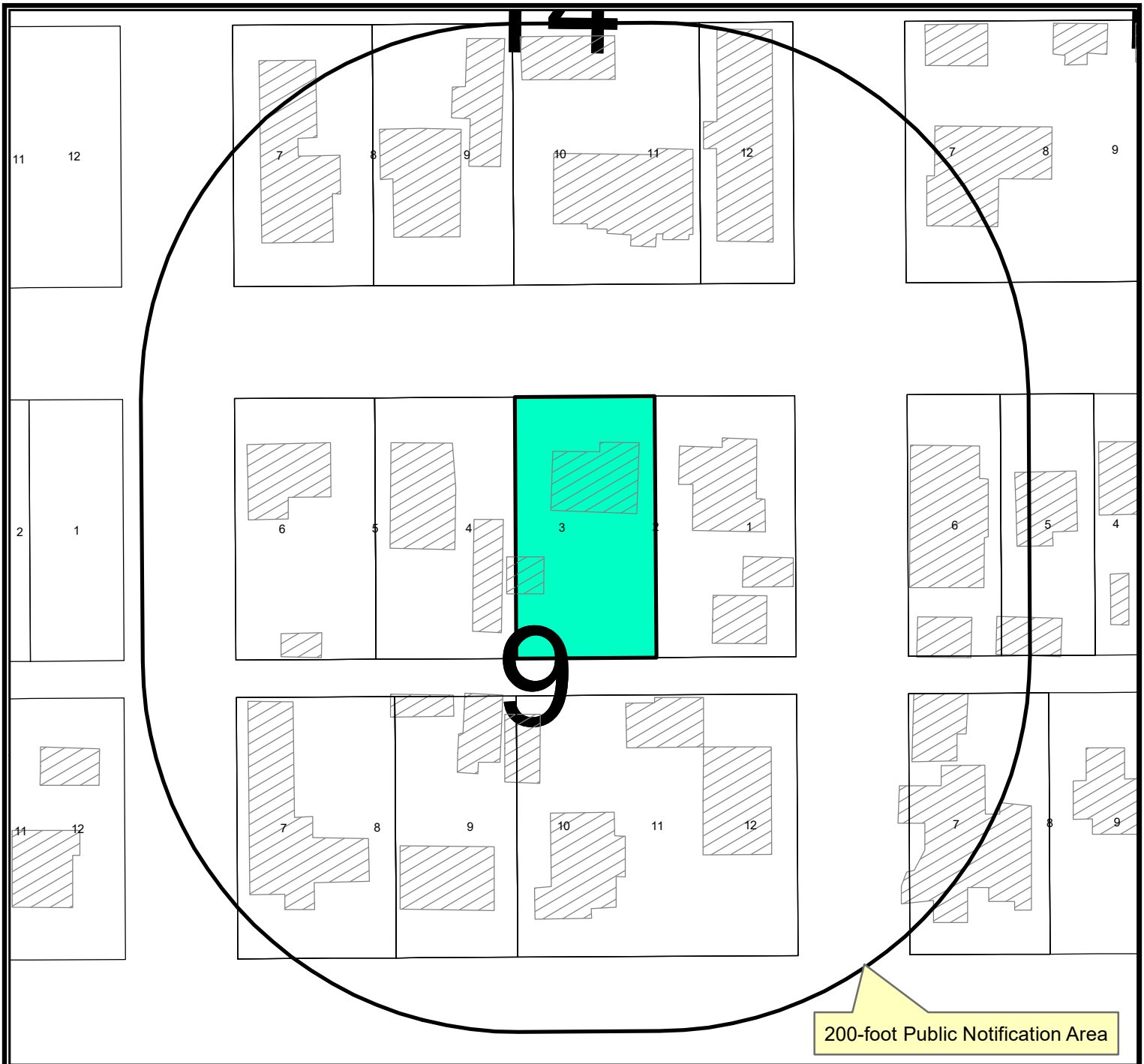
Existing Detached Garage - 324 sqft
Zero feet Setback - 0'
The plan is to convert the existing detached garage into a mother-in-law suite.
The square feet of the detached garage will remain the same.



SITE PLAN:
905 W Michigan Ave Midland, Tx 79701

Existing Detached Garage - 324 sqft
Zero feet Setback - 0'
The plan is to convert the existing detached garage into a mother-in-law suite.
The square feet of the detached garage will remain the same.





Location Map

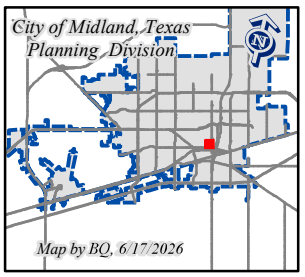
SUDwo-26-0055 **Scale: 1" = 500'**

Consider a request by Katelyn Williams for a Specific Use Designation without Term for an Accessory Dwelling Unit on the west half of Lot 2 and all of Lot 3, Block 9, High School Addition, City and County of Midland, Texas.

Generally located on the south side of West Michigan Avenue, approximately 90 feet west of North B Street. (Council District 3)

LEGEND

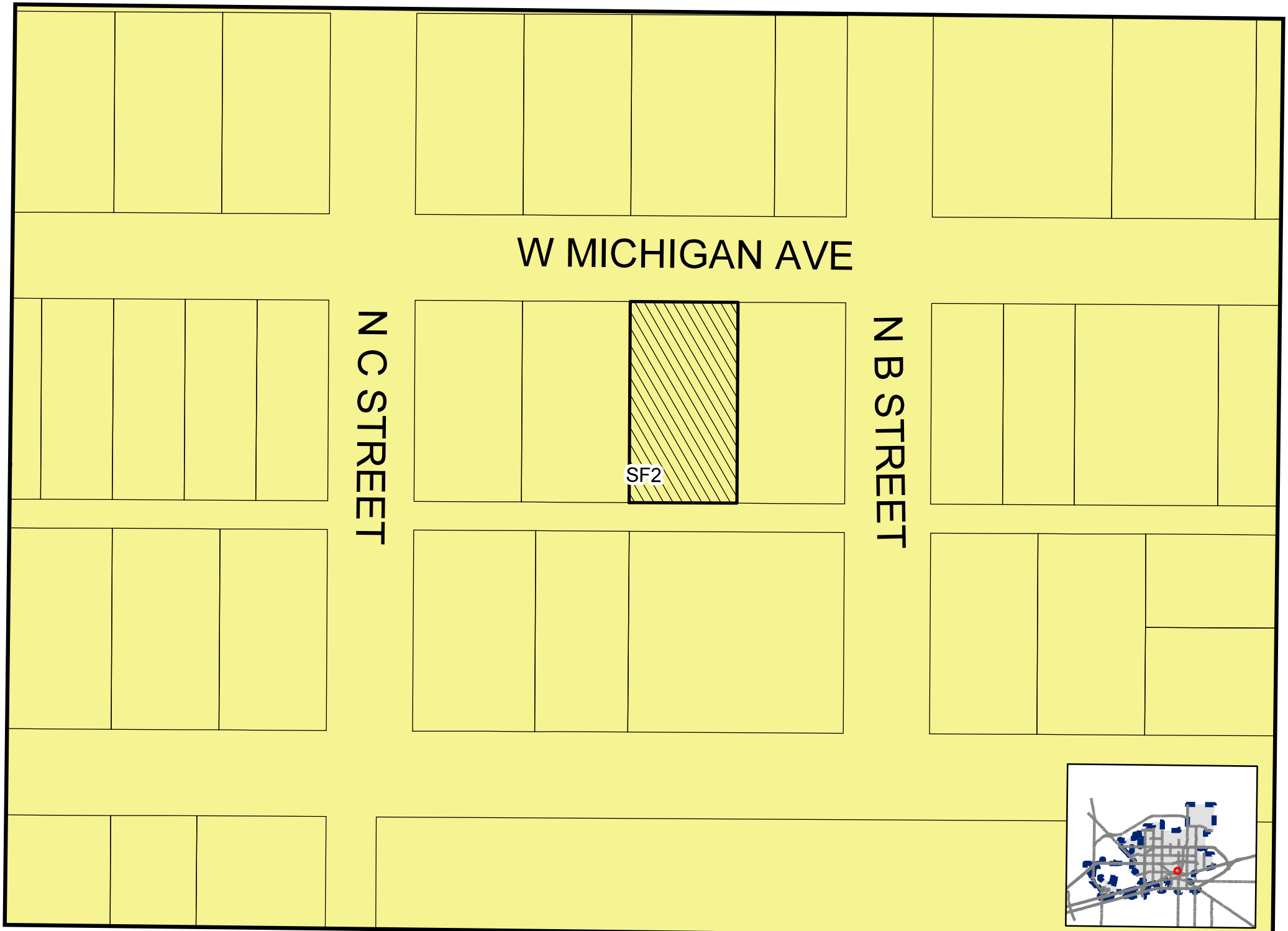
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 6/10/2026

SUDwo-26-0055

Scale: 1" = 600'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED ON PARCEL BOUNDARIES. THE CITY OF MIDLAND HEREIN AND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE UPON THE USE OF THIS DATA

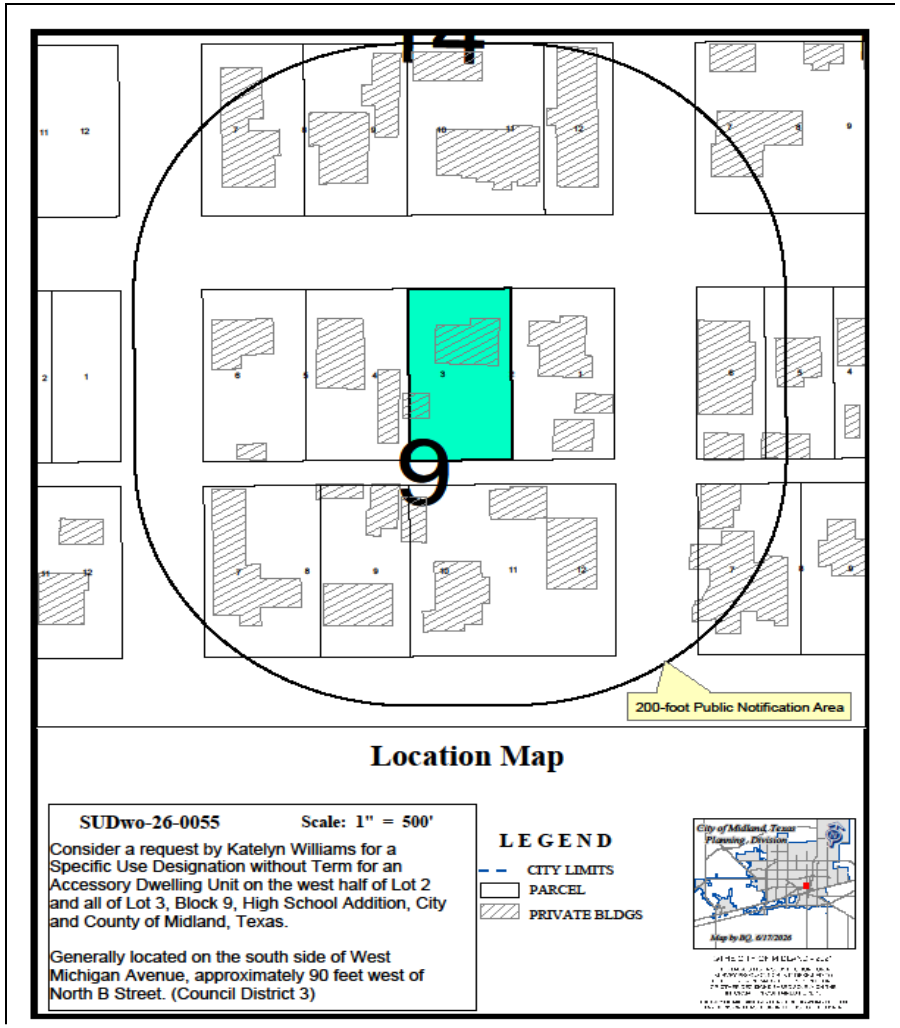

W MICHIGAN AVE
N C STREET
N B STREET
9


RIGHT LANE
ONLY
905


MIDLAND
Be the Energy!
SPECIFIC USE DESIGNATION
905 W MICHIGAN AVE
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property Owner:** Katelyn Williams
- **Location:** 905 West Michigan Avenue (Council District 3)
- **Reason for Request:** To be able to upgrade the garage to an accessory dwelling unit

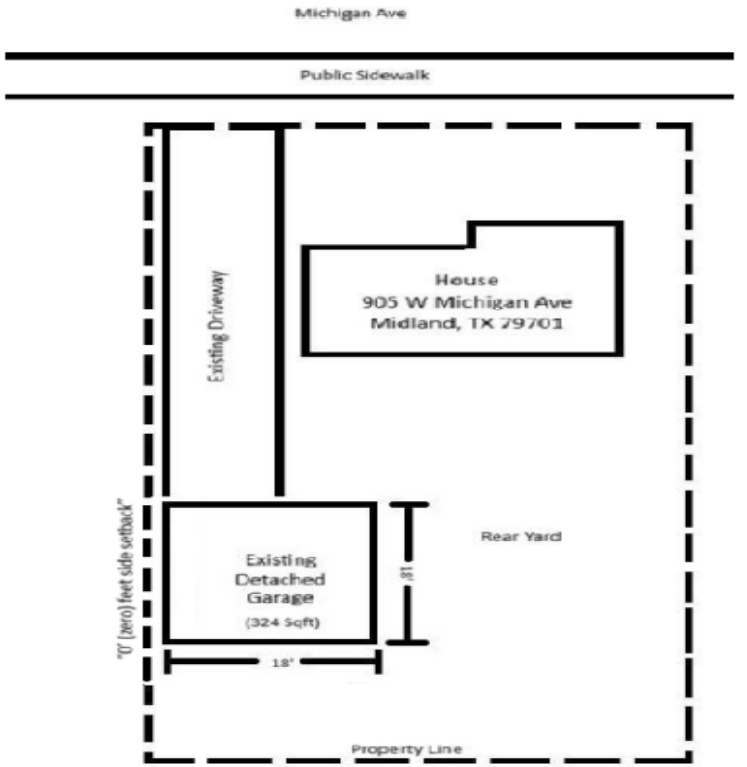


DETAILS OF REQUEST

- Property owner is requesting to convert her detached garage into a mother-in-law suite to provide friends and family with a space to stay when visiting

SITE PLAN:
905 W Michigan Ave Midland, Tx 79701

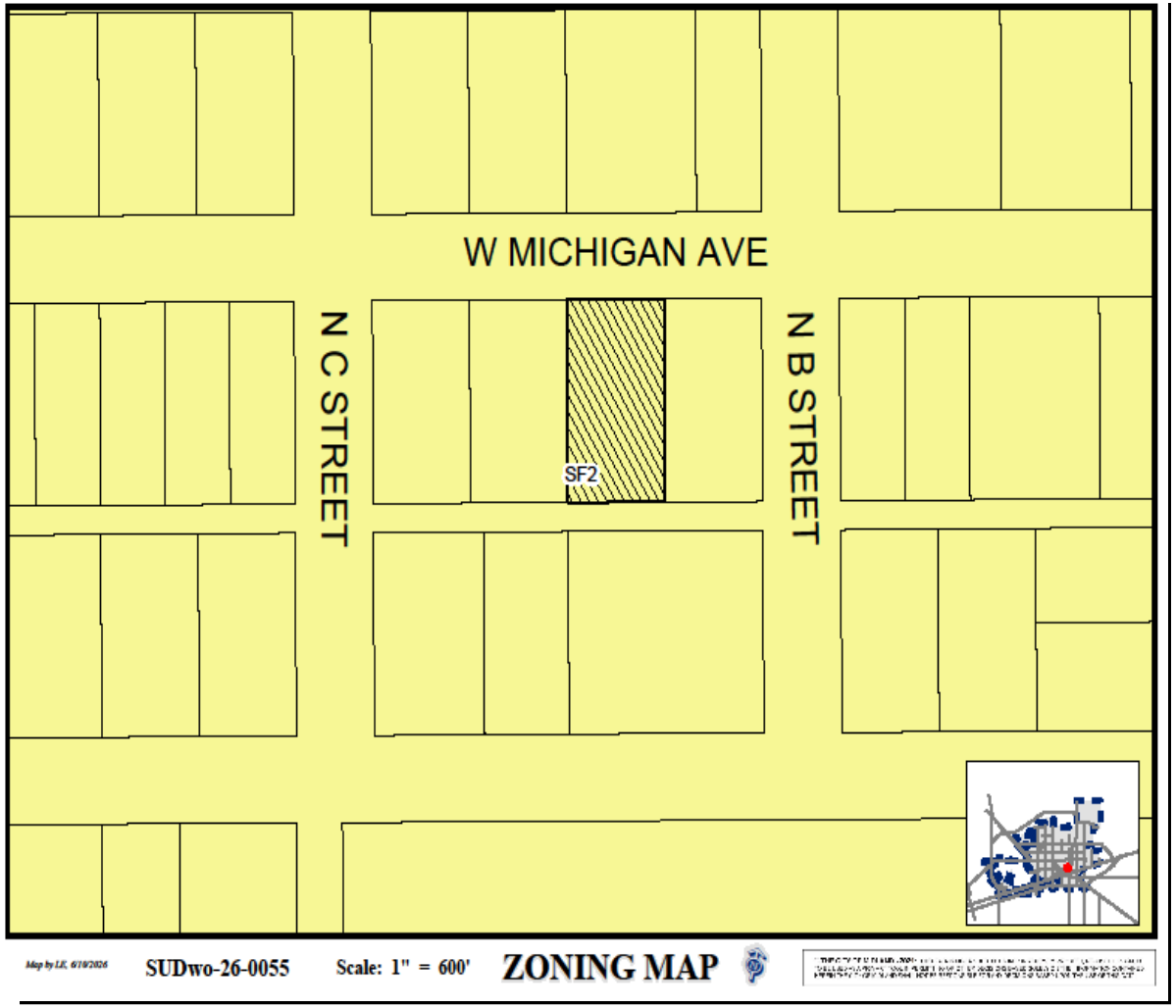
Existing Detached Garage - 324 sqft
Zero feet Setback - 0'
The plan is to convert the existing detached garage into a mother-in-law suite.
The square feet of the detached garage will remain the same.



MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East/West:** SF-2, Single-Family Dwelling District



LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
  - **North/South/West/East:** Residential



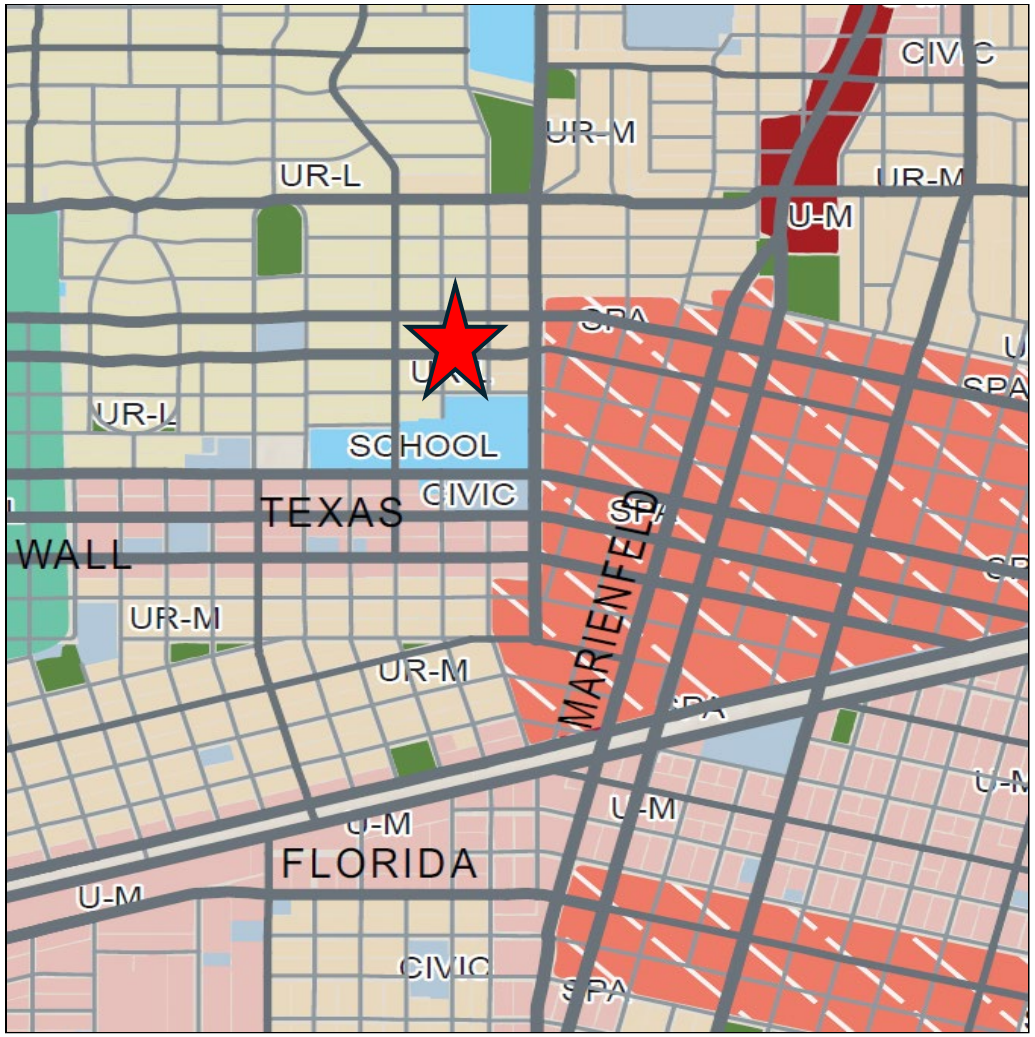


On West Michigan, Looking South

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

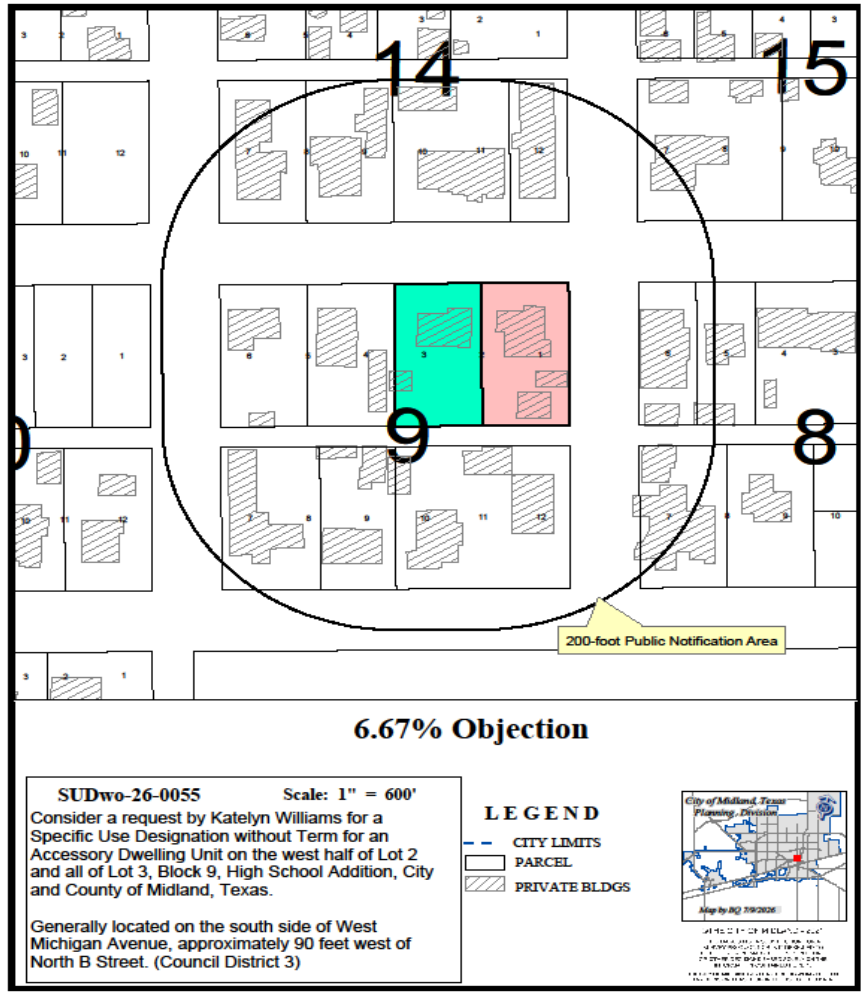
- **Land Use Designation:** Urban Residential – Low (UR – L)
- **Supported Uses:** Neighborhoods emphasizing single-family detached homes
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

OBJECTIONS

- 1 objection has been received resulting in a 6.67% objection percentage. Supermajority vote is not required for approval.
- The protestor voiced concerns about property damage caused by a fire hydrant



STAFF'S RECOMMENDATION

- One objection was received.
- Staff recommends approval of this request with the following conditions:

A. That the use and development of the Unit shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, said Unit being the building identified in Exhibit A as an "Existing Detached Garage."



STAFF'S RECOMMENDATION

B. The total number of people, who live on the Property, including the principal residence and the Unit, shall not exceed that of a "family", as such term is defined in Section 11-1-2.01 of the City Code.

C. That the floor area of the Unit shall not exceed 324 square feet.

D. That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.



STAFF'S RECOMMENDATION

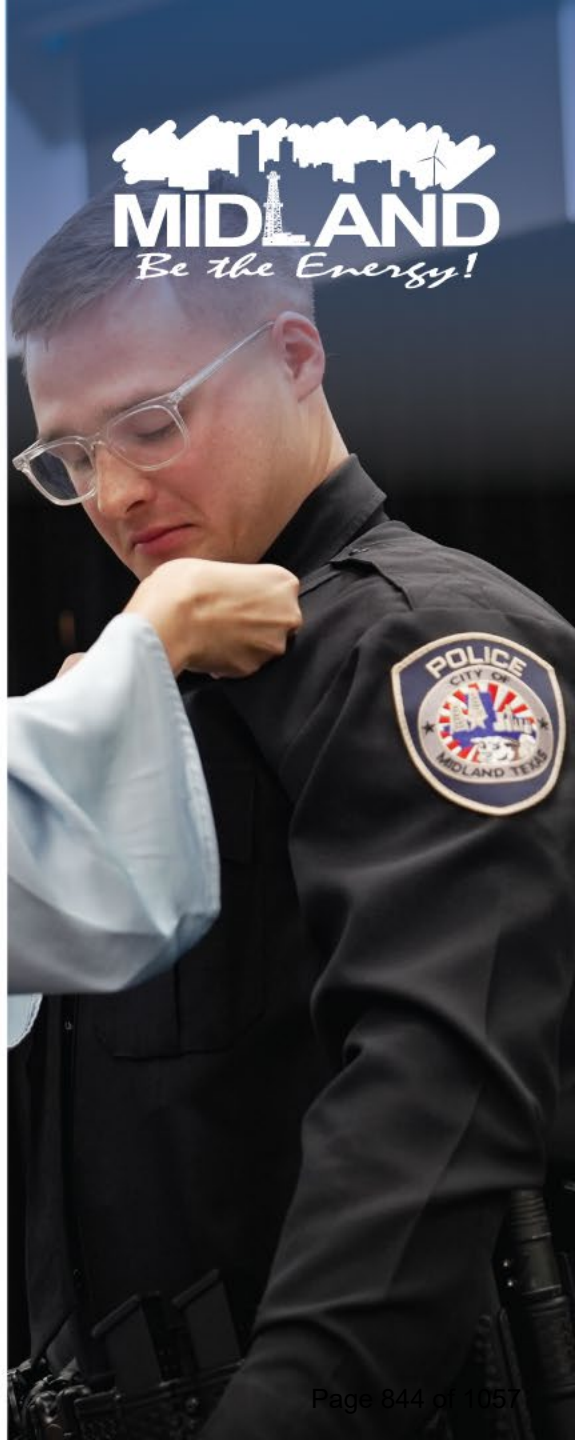
E. That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.

F. That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of this Specific Use Designation Without Term are satisfied.



STAFF'S RECOMMENDATION

G. That the 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 as notice to any subsequent purchaser of this property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.



12

MISSION

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



City Council Meeting

Item Number: 33.
Meeting Date: July 21, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE EAST 40 FEET OF LOT 9 AND ALL OF LOT 10, BLOCK 7, NORTH PARK HILL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST KANSAS AVENUE, APPROXIMATELY 215 FEET EAST OF NORTH F STREET), WHICH IS PRESENTLY ZONED SF-1, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:
Clifford Mitchell is requesting a Specific Use Designation without Term for an Accessory Dwelling Unit (ADU) on a property located at 1204 West Kansas Avenue in Council District 3.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Surrounding Zoning and Land Use:

Properties to the north/south/east/west: SF-1, Single-Family Dwelling District. All surrounding properties are comprised of single-family homes.
Analysis:

The property is located at 1204 West Kansas Avenue, and the property owner is seeking approval to construct a Mother-In-Law suite in the rear yard. The property is zoned SF-1, Single-Family Dwelling District, which allows for the construction of an Accessory Dwelling Unit with a Specific Use Designation without Term. Per the definition of Accessory Dwelling Unit as defined in Section 11-1-2.01.71:

Living quarters either attached or detached from the principal residence and used as an Accessory Use without renting or leasing as a residence by either guests or persons employed to provide domestic services to the occupants of the principal residence. [11-1-2]

The Accessory Dwelling Unit needs to comply with the standards as listed in Section 4.09 Accessory Building and Uses, Section C of the Zoning Ordinances.

C. Accessory Dwelling Units and Use Limitations

a. Accessory Dwelling Units shall not be leased or rented.

b. The living area of an Accessory Dwelling Unit shall not exceed 1,000 square feet or 30 percent of the area of the principal residence, whichever is less.

c. Only one Accessory Dwelling Unit shall be allowed on any individual tract of land.

d. A mobile home, travel trailer, or recreational vehicle shall not be used as a detached Accessory Dwelling Unit.

e. The total number of people who live on the property, including the principal residence and the Accessory Dwelling that, shall not exceed that of a “Family” as defined in the zoning ordinance.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No fire code concerns identified at this time; all applicable building, fire, and life safety code requirements shall be met prior to occupancy.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For the Applicant’s information only.]

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.

Planning:

This request meets all requirements; therefore, staff recommends approval of the request for the Specific Use Designation without Term for an Accessory Dwelling Unit, subject to the following conditions:

Conditions:

A. That the use and development of the property for the Unit shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, said Unit being the building identified in Exhibit A as a "new 20' x 30' adu with 10' deep covered porch".

B. That the use and development of the Property for the Unit shall significantly conform to the elevation drawings, which are attached hereto as Exhibit B and incorporated herein for all purposes.

C. That the total number of people who live on the Property, including the principal residence and the Unit, shall not exceed that of a "family", as such term is defined in Section 11-1-2.01 of the City Code.

D. That the floor area of the Unit shall not exceed 600 square feet.

E. That vehicular access from the alley is hereby permitted.

F. That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.

G. That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.

H. That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of the Specific Use Designation Without Term are satisfied.

I. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas, as notice to any subsequent purchaser of this property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.

Letters of Objection:

As of July 10, 2026, staff has received no letters of objection.

Attachments:

A. ORD w EXH - SUDwo-26-0054.Clifford Mitchell - Accessory Dwelling Unit Ord w Exh
B. SUDwo-26-0054, 1204 W Kansas Ave, Combined
C. CC - -1204 W Kansas ADU

Lori Elliott, Development Services	Created/Initiated - 7/9/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE EAST 40 FEET OF LOT 9 AND ALL OF LOT 10, BLOCK 7, NORTH PARK HILL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST KANSAS AVENUE, APPROXIMATELY 215 FEET EAST OF NORTH F STREET), WHICH IS PRESENTLY ZONED SF-1, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

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 Without Term for the east 40 feet of Lot 9 and all of Lot 10, Block 7, North Park Hill 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 Without Term for an accessory dwelling unit (the "Unit"), together with the uses permitted in the present SF-1, Single-Family Dwelling District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property for the Unit shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, said Unit being the building identified in Exhibit A as a "new 20'x30' adu with 10' deep covered porch."

B. That the use and development of the Property for the Unit shall significantly conform to the elevation drawings, which are attached hereto as Exhibit B and incorporated herein for all purposes.

C. That the total number of people who live on the Property, including the principal residence and the Unit, shall not exceed that of a "family", as such term is defined in Section 11-1-2.01 of the City Code.

D. That the floor area of the Unit shall not exceed 600 square feet.

E. That vehicular access from the alley is hereby permitted.

F. That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.

G. That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.

H. That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

I. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas, as notice to any subsequent purchaser of this property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.

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

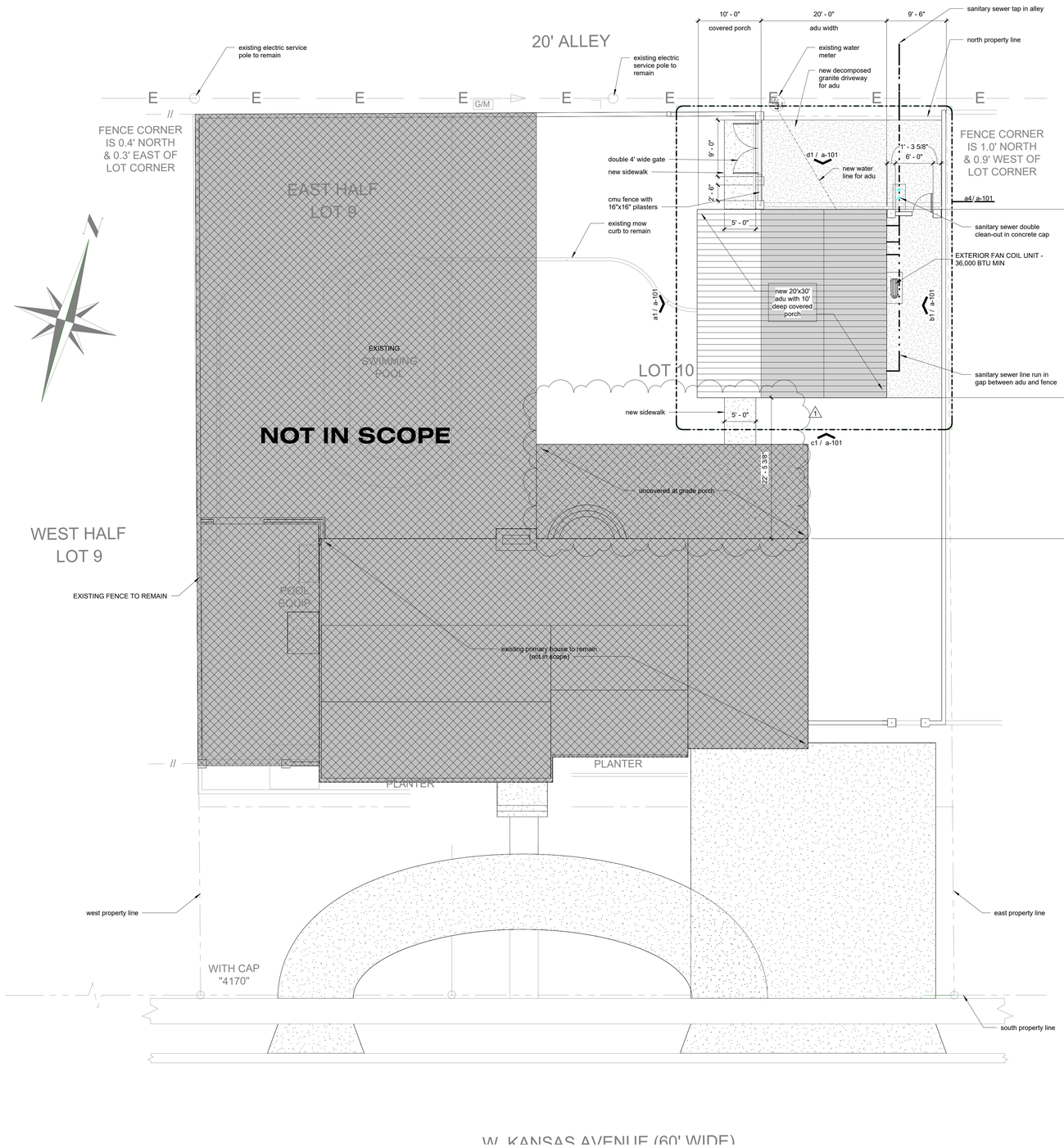
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



a2 overall site plan
1/8" = 1'-0"

project north
true north

0 4' 8' 16'

XX/XX/XXXX

auxilliary dwelling unit

CLIENT
cliff mitchell

1204 w. kansas ave., midland, tx 79701

PROJECT NO.
1204.26

KEY PLAN

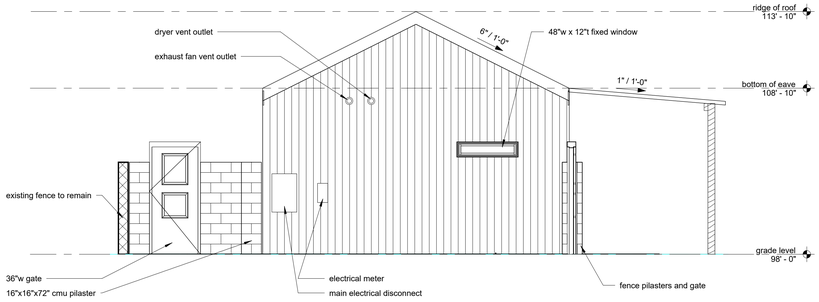
#	DATE	DESCRIPTION
1	07/02/2026	Revision 001
-	05/18/2026	issued for permit

overall site plan

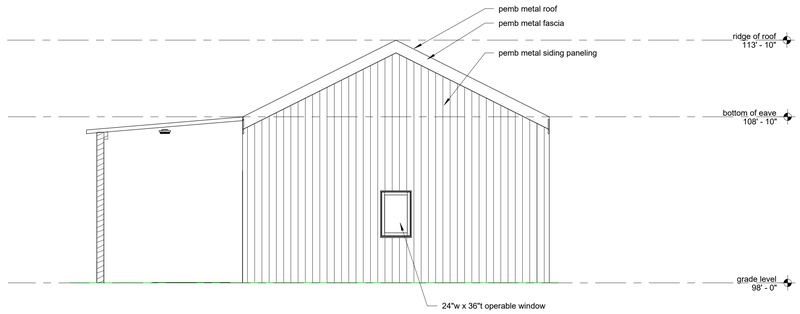
as101

REVIT - v24 7/2/2026 4:15:33 PM

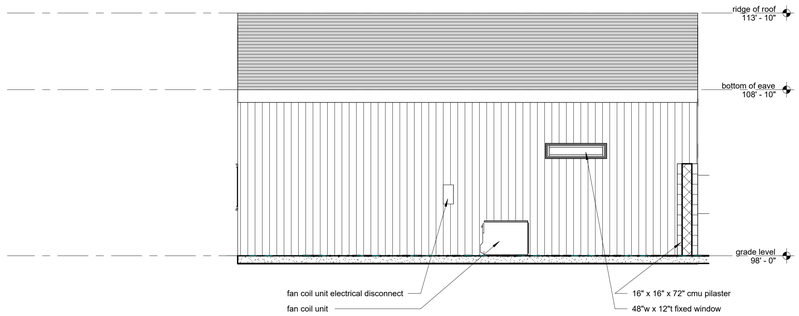
EXHIBIT B



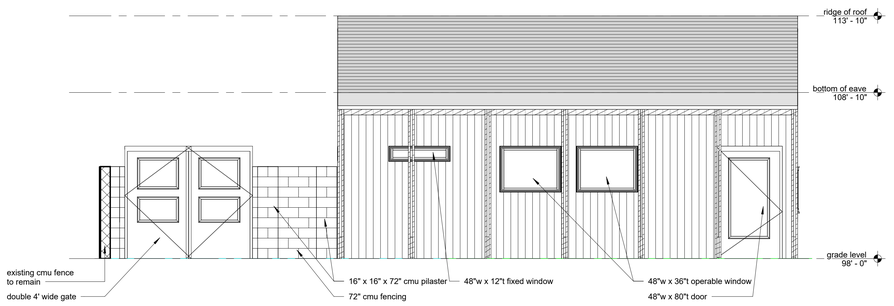
d1 exterior elevation - north
1/4" = 1'-0"



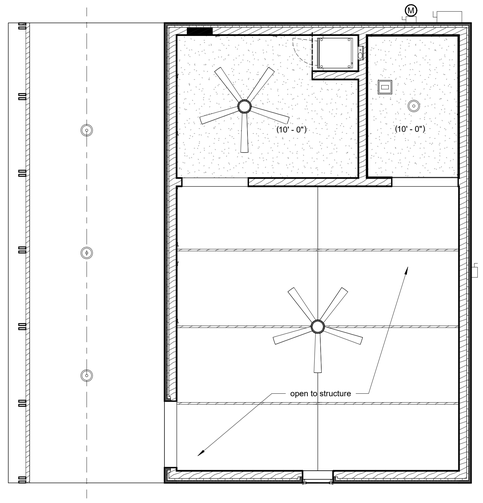
c1 exterior elevation - south
1/4" = 1'-0"



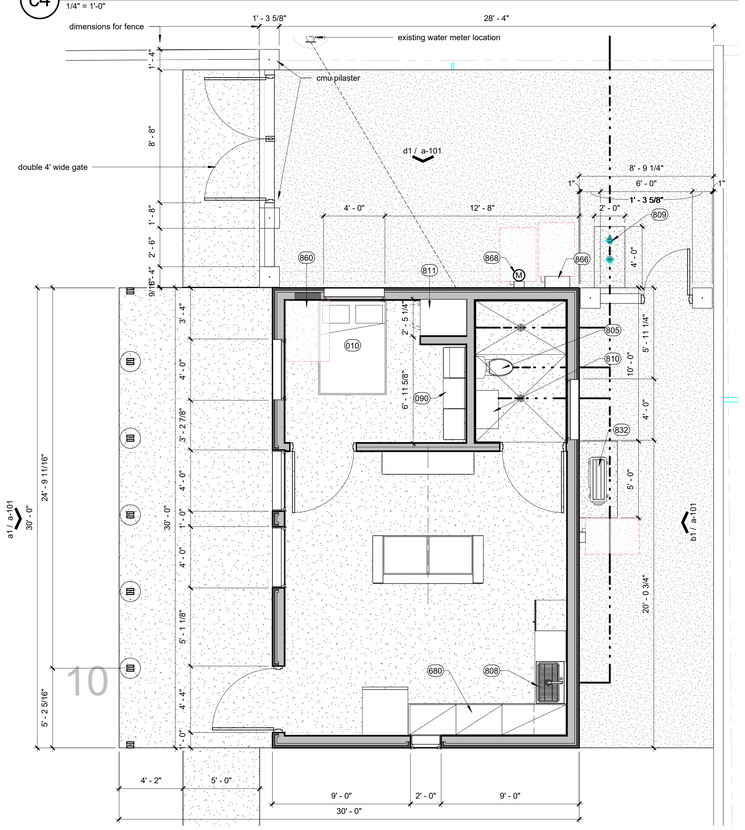
b1 exterior elevation - east
1/4" = 1'-0"



a1 exterior elevation - west
1/4" = 1'-0"



c4 reflected ceiling plan - adu
1/4" = 1'-0"



a4 adu floor plan
1/4" = 1'-0"

GENERAL NOTES

A. ALL DIMENSIONS ARE TO FACE OF STUD, CMU, OR CENTERLINE OF STRUCTURE
B. ALL NEW WALLS TO BE 3 5/8" METAL STUDS UNLESS NOTED OTHERWISE CONTRACTOR SHALL VERIFY ALL DIMENSIONS
C. GENERAL CONTRACTOR SHALL VERIFY AND CLARIFY ALL DIMENSIONAL DISCREPANCIES FROM THIS OR ANY PLAN, SECTION, OR ELEVATION W/ THE ARCHITECT PRIOR TO CONSTRUCTION
D. UNLESS OTHERWISE NOTED, ALL WALLS TO EXTEND MINIMUM OF 6" ABOVE FINISHED CEILING HEIGHT BRACE TO STRUCTURE ABOVE
E. REFER TO SHEET G-003 FOR TYPICAL MOUNTING LOCATIONS FOR TOILET ROOM ACCESSORIES
F. PROVIDE BLOCKING WHERE UPPER MILLWORK CABINETS ARE NOTED

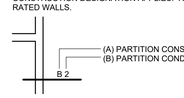
KEY NOTES

AS INDICATED BY: (#)

010 FULL BED
090 RAIL MOUNTED CLOSET ORGANIZATION SYSTEM
680 MILLWORK - BASE CABINET
805 FLOOR MOUNTED WATER CLOSET - REF PLUMBING
808 KITCHEN SINK - REF PLUMBING
809 EXTERIOR DOUBLE CLEANOUT, CAST IRON CLEANOUT WITH ROUND ADJUSTABLE SCORIATED SECURED CAST IRON TOP, GASKET SEAL IRON PLUG WITH RECESSED SOCKET INSTALL IN MINIMUM 24" X 12" X 4" REINFORCED CONCRETE PAD WITH BEVELED EDGES - REF PLUMBING
810 ROOF DRAIN LEADER - REF PLUMBING
811 THROUGH ROOF VENT PIPE - REF PLUMBING
832 EXTERIOR FAN COIL UNIT - 36,000 BTU MIN
860 REF ELECT
866 MOUNT 200AMP/2P, SERVICE RATED DISCONNECT, 150AMP FUSES ADJACENT TO ONCOR KWH METER - FIELD VERIFY FOR PROPER WORKSPACE CLEARANCE - REFER TO ELECTRIC RISER DIAGRAM FOR MORE INFORMATION
868 NEW KW METER FOR SERVICE - COORDINATE WITH ONCOR ELECTRIC DELIVERY FOR ALL REQUIREMENTS

PARTITION LEGEND

THE FOLLOWING PARTITION GRAPHIC SYMBOL AND TWO PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT. NOTE: THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE POINT OF AN INTERSECTION WALL. IF NO CHANGE IN DESIGNATION IS SHOWN BEYOND THE INTERSECTION, THE PREVIOUS PARTITION CONSTRUCTION DESIGNATION APPLIES. REFER TO CODE PLAN G-005 FOR RATED WALLS.



(A) PARTITION CONSTRUCTION

A. METAL STUDS - GYPSUM BOARD ONE SIDE
B. METAL STUDS - GYPSUM BOARD EACH SIDE
C. METAL STUDS - 2 LAYERS OF GYPSUM BOARD ON EACH SIDE
D. CMU
E. CMU - GYPSUM BOARD ON HAT CHANNELS
F. CONCRETE
G. SHAFT WALL SYSTEM - GYPSUM BOARD ON FINISHED SIDE
H. SHAFT WALL SYSTEM - 2 LAYERS OF GYPSUM BOARD ON EACH SIDE
I. CMU/SHAFT WALL SYSTEM - GYPSUM BOARD ON FINISHED SIDE, REFER DETAIL ??/A-???

(B) PARTITION CONDITION

1. RATED ASSEMBLY EXTENDS TO STRUCTURE ABOVE (SEE DEFINITION BELOW). PROVIDE UL APPROVED FIRE RATED HEAD OF WALL ASSEMBLY TO MATCH RATING OF WALL. WALL HEIGHTS EXCEEDING STUD MANUFACTURER'S MAXIMUM (LIMITING) SPAN USING 5PSF LATERAL LOADING SHALL BE BRACED TO STRUCTURE ABOVE. (LAY-IN CEILINGS ARE NOT ACCEPTABLE BRACING, HARD CEILINGS ARE ACCEPTABLE).
2. RATED ASSEMBLY EXTENDS TO STRUCTURE ABOVE (SEE DEFINITION BELOW). PROVIDE UL APPROVED FIRE RATED HEAD OF WALL ASSEMBLY TO MATCH RATING OF WALL. WALL HEIGHTS EXCEEDING STUD MANUFACTURER'S MAXIMUM (LIMITING) SPAN USING 5PSF LATERAL LOADING SHALL BE BRACED TO STRUCTURE ABOVE. (LAY-IN CEILINGS ARE NOT ACCEPTABLE BRACING, HARD CEILINGS ARE ACCEPTABLE). WALL CAVITY IS FULLY INSULATED WITH SOUND ATTENUATION BATTS. INSTALL ACOUSTICAL SEALANT AT TOP AND BOTTOM OF WALLS (BOTH SIDES) AND ALL PENETRATIONS PER MANUFACTURER'S INSTRUCTIONS.
3. COMPLETE ASSEMBLY EXTENDS TO STRUCTURE ABOVE. WALL CAVITY IS FULLY INSULATED WITH SOUND ATTENUATION BATTS. INSTALL ACOUSTICAL SEALANT AT TOP AND BOTTOM OF WALLS (BOTH SIDES) AND ALL PENETRATIONS PER MANUFACTURER'S INSTRUCTIONS.
4. COMPLETE ASSEMBLY EXTENDS TO AND IS BRACED TO STRUCTURE ABOVE.
5. ASSEMBLY EXTENDS 4" MINIMUM ABOVE HIGHEST ADJACENT CEILING AND IS BRACED EACH WAY TO STRUCTURE ABOVE.
6. EXTEND RATED ASSEMBLY THROUGH THE ROOF. METAL STUD WALLS EXTEND TO 4" MINIMUM ABOVE HIGHEST ADJACENT CEILING.

"STRUCTURE ABOVE" (AS NOTED IN THE PARTITION CONDITIONS) IS DEFINED AS THE UNDERSIDE OF ONE OR MORE OF THE FOLLOWING:

* COMPOSITE FLOOR SLAB
* STAIR TREADS/RISERS
* METAL ROOF DECK
* STEEL BEAMS

TERMINATE METAL STUDS AT "STRUCTURE ABOVE" WITH DEFLECTION TRACK REQUIRED FOR WALL CONDITION SCHEDULED.

(NOTE: IN NO CASE SHALL THE BOTTOM OF STEEL JOISTS BE CONSIDERED BOTTOM OF STRUCTURE ABOVE.)

(NOTE: ALL INTERIOR WALLS ARE "B3" UNLESS NOTED OTHERWISE.)

EDITOR NOTE: USE THE DEFAULT NOTE ABOVE TO SCHEDULE THE MOST COMMON TYPE OF WALL PARTITION USED ON THE PROJECT SO THAT YOU DON'T HAVE TO PUT THE WALL TYPE MARK ON EVER WALL (DELETE THIS NOTE).

XX/XX/XXXX

auxilliary dwelling unit

CLIENT
cliff mitchell

1204 w. kansas ave., midland, tx 79701

PROJECT NO.
1204.26

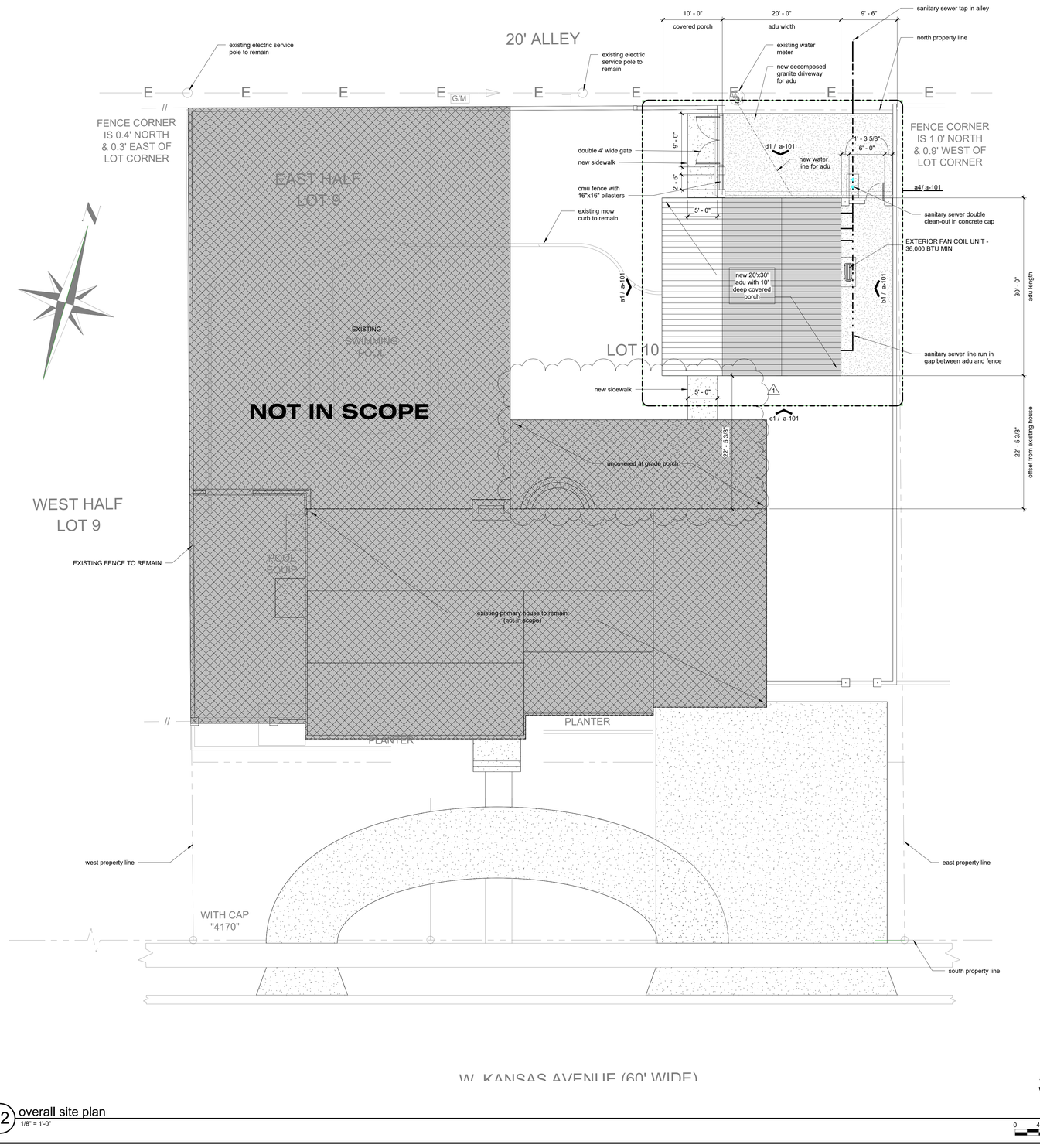
KEY PLAN

#	DATE	DESCRIPTION
-	05/18/2026	issued for permit

adu floor plan

a-101

REVIT v21 5/17/2026 10:45:57 PM



a2 overall site plan
1/8" = 1'-0"

XX/XX/XXXX

auxilliary dwelling unit

CLIENT
cliff mitchell

1204 w. kansas ave., midland, tx 79701

PROJECT NO.
1204.26

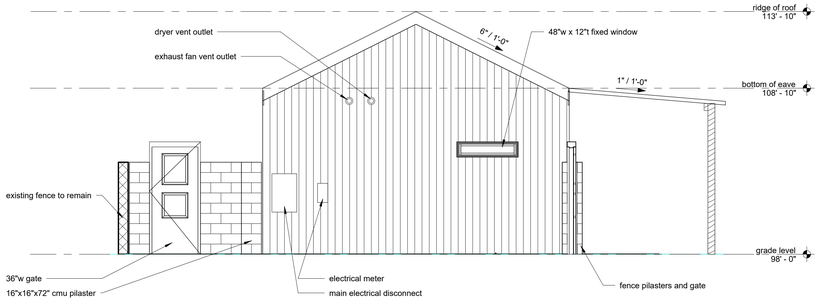
KEY PLAN

#	DATE	DESCRIPTION
1	07/02/2026	Revision 001
-	05/18/2026	issued for permit

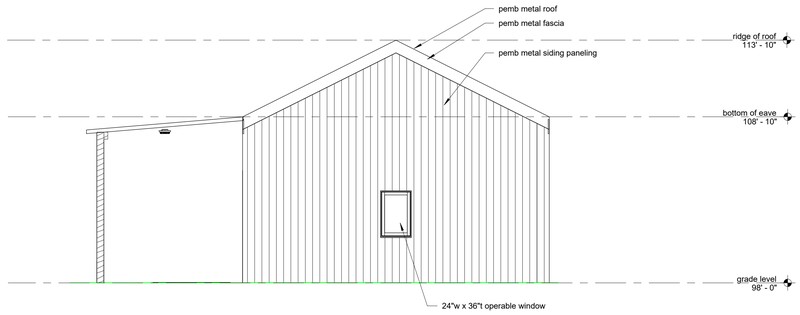
overall site plan

as101

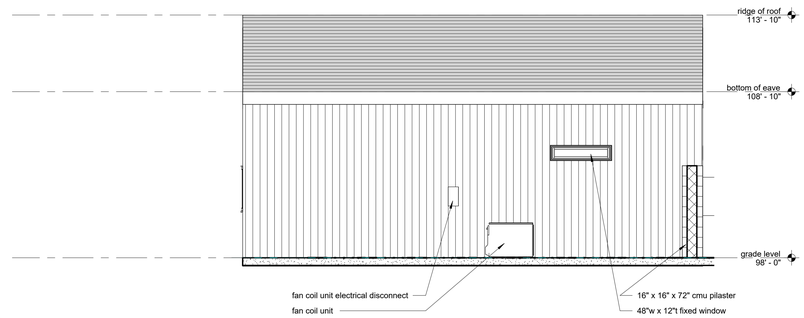
REVIT - v14 7/2/2026 4:15:33 PM



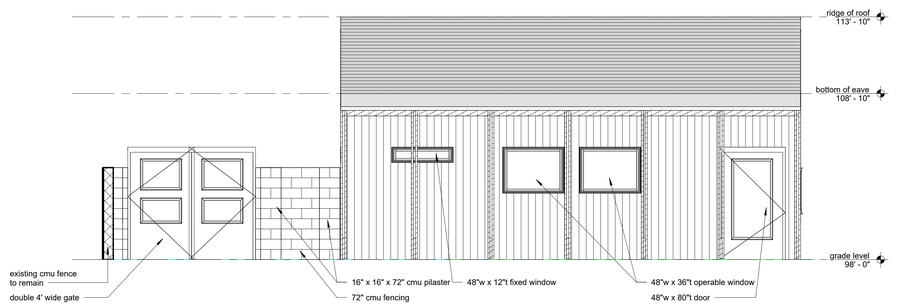
d1 exterior elevation - north
1/4" = 1'-0"



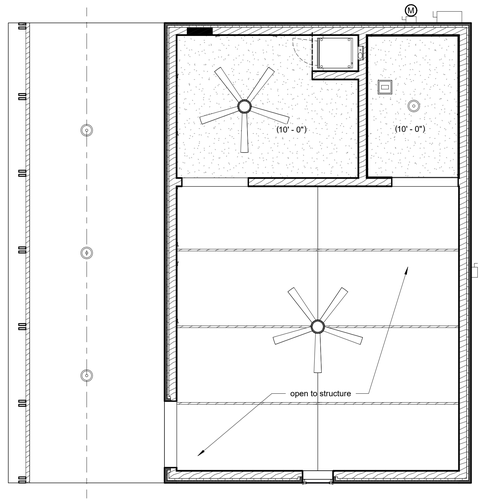
c1 exterior elevation - south
1/4" = 1'-0"



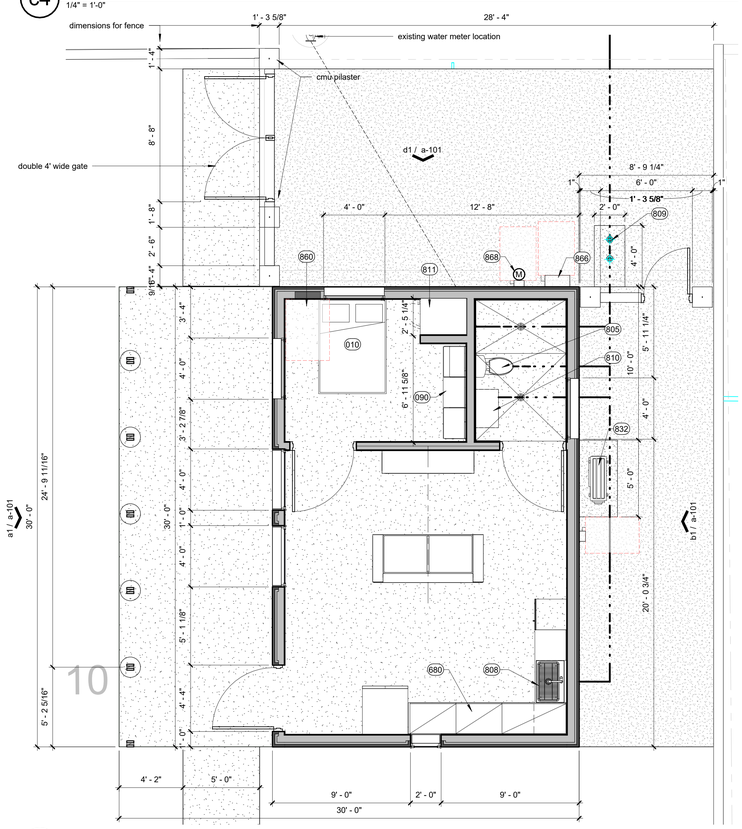
b1 exterior elevation - east
1/4" = 1'-0"



a1 exterior elevation - west
1/4" = 1'-0"



c4 reflected ceiling plan - adu
1/4" = 1'-0"



a4 adu floor plan
1/4" = 1'-0"

GENERAL NOTES

A. ALL DIMENSIONS ARE TO FACE OF STUD, CMU, OR CENTERLINE OF STRUCTURE
B. ALL NEW WALLS TO BE 3 5/8" METAL STUDS UNLESS NOTED OTHERWISE CONTRACTOR SHALL VERIFY ALL DIMENSIONS
C. GENERAL CONTRACTOR SHALL VERIFY AND CLARIFY ALL DIMENSIONAL DISCREPANCIES FROM THIS OR ANY PLAN, SECTION, OR ELEVATION W/ THE ARCHITECT PRIOR TO CONSTRUCTION
D. UNLESS OTHERWISE NOTED, ALL WALLS TO EXTEND MINIMUM OF 6" ABOVE FINISHED CEILING HEIGHT BRACE TO STRUCTURE ABOVE
E. REFER TO SHEET G-003 FOR TYPICAL MOUNTING LOCATIONS FOR TOILET ROOM ACCESSORIES
F. PROVIDE BLOCKING WHERE UPPER MILLWORK CABINETS ARE NOTED

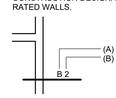
KEY NOTES

AS INDICATED BY: (#)

010 FULL BED
090 RAIL MOUNTED CLOSET ORGANIZATION SYSTEM
680 MILLWORK - BASE CABINET
805 FLOOR MOUNTED WATER CLOSET - REF PLUMBING
808 KITCHEN SINK - REF PLUMBING
809 EXTERIOR DOUBLE CLEANOUT, CAST IRON CLEANOUT WITH ROUND ADJUSTABLE SCORIATED SECURED CAST IRON TOP, GASKET SEAL IRON PLUG WITH RECESSED SOCKET INSTALL IN MINIMUM 24" X 12" X 4" REINFORCED CONCRETE PAD WITH BEVELED EDGES - REF PLUMBING
810 ROOF DRAIN LEADER - REF PLUMBING
811 THROUGH ROOF VENT PIPE - REF PLUMBING
832 EXTERIOR FAN COIL UNIT - 36,000 BTU MIN
860 REF ELECT
866 MOUNT 200AMP/2P, SERVICE RATED DISCONNECT, 150AMP FUSES ADJACENT TO ONCOR KWH METER - FIELD VERIFY FOR PROPER WORKSPACE CLEARANCE - REFER TO ELECTRIC RISER DIAGRAM FOR MORE INFORMATION
868 NEW KW METER FOR SERVICE - COORDINATE WITH ONCOR ELECTRIC DELIVERY FOR ALL REQUIREMENTS

PARTITION LEGEND

THE FOLLOWING PARTITION GRAPHIC SYMBOL AND TWO PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT. NOTE: THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE POINT OF AN INTERSECTION WALL. IF NO CHANGE IN DESIGNATION IS SHOWN BEYOND THE INTERSECTION, THE PREVIOUS PARTITION CONSTRUCTION DESIGNATION APPLIES. REFER TO CODE PLAN G-005 FOR RATED WALLS.



(A) PARTITION CONSTRUCTION

A. METAL STUDS - GYPSUM BOARD ONE SIDE
B. METAL STUDS - GYPSUM BOARD EACH SIDE
C. METAL STUDS - 2 LAYERS OF GYPSUM BOARD ON EACH SIDE
D. CMU
E. CMU - GYPSUM BOARD ON HAT CHANNELS
F. CONCRETE
G. SHAFT WALL SYSTEM - GYPSUM BOARD ON FINISHED SIDE
H. SHAFT WALL SYSTEM - 2 LAYERS OF GYPSUM BOARD ON EACH SIDE
I. CMU/SHAFT WALL SYSTEM - GYPSUM BOARD ON FINISHED SIDE, REFER DETAIL ??/A-???

(B) PARTITION CONDITION

1. RATED ASSEMBLY EXTENDS TO STRUCTURE ABOVE (SEE DEFINITION BELOW). PROVIDE UL APPROVED FIRE RATED HEAD OF WALL ASSEMBLY TO MATCH RATING OF WALL. WALL HEIGHTS EXCEEDING STUD MANUFACTURER'S MAXIMUM (LIMITING) SPAN USING 5PSF LATERAL LOADING SHALL BE BRACED TO STRUCTURE ABOVE. (LAY-IN CEILINGS ARE NOT ACCEPTABLE BRACING, HARD CEILINGS ARE ACCEPTABLE).
2. RATED ASSEMBLY EXTENDS TO STRUCTURE ABOVE (SEE DEFINITION BELOW). PROVIDE UL APPROVED FIRE RATED HEAD OF WALL ASSEMBLY TO MATCH RATING OF WALL. WALL HEIGHTS EXCEEDING STUD MANUFACTURER'S MAXIMUM (LIMITING) SPAN USING 5PSF LATERAL LOADING SHALL BE BRACED TO STRUCTURE ABOVE. (LAY-IN CEILINGS ARE NOT ACCEPTABLE BRACING, HARD CEILINGS ARE ACCEPTABLE). WALL CAVITY IS FULLY INSULATED WITH SOUND ATTENUATION BATTS. INSTALL ACOUSTICAL SEALANT AT TOP AND BOTTOM OF WALLS (BOTH SIDES) AND ALL PENETRATIONS PER MANUFACTURER'S INSTRUCTIONS.
3. COMPLETE ASSEMBLY EXTENDS TO STRUCTURE ABOVE. WALL CAVITY IS FULLY INSULATED WITH SOUND ATTENUATION BATTS. INSTALL ACOUSTICAL SEALANT AT TOP AND BOTTOM OF WALLS (BOTH SIDES) AND ALL PENETRATIONS PER MANUFACTURER'S INSTRUCTIONS.
4. COMPLETE ASSEMBLY EXTENDS TO AND IS BRACED TO STRUCTURE ABOVE.
5. ASSEMBLY EXTENDS 4" MINIMUM ABOVE HIGHEST ADJACENT CEILING AND IS BRACED EACH WAY TO STRUCTURE ABOVE.
6. EXTEND RATED ASSEMBLY THROUGH THE ROOF. METAL STUD WALLS EXTEND TO 4" MINIMUM ABOVE HIGHEST ADJACENT CEILING.

"STRUCTURE ABOVE" (AS NOTED IN THE PARTITION CONDITIONS) IS DEFINED AS THE UNDERSIDE OF ONE OR MORE OF THE FOLLOWING:

* COMPOSITE FLOOR SLAB
* STAIR TREADS/RISERS
* METAL ROOF DECK
* STEEL BEAMS

TERMINATE METAL STUDS AT "STRUCTURE ABOVE" WITH DEFLECTION TRACK REQUIRED FOR WALL CONDITION SCHEDULED.

(NOTE: IN NO CASE SHALL THE BOTTOM OF STEEL JOISTS BE CONSIDERED BOTTOM OF STRUCTURE ABOVE.)

(NOTE: ALL INTERIOR WALLS ARE "B3" UNLESS NOTED OTHERWISE.)

EDITOR NOTE: USE THE DEFAULT NOTE ABOVE TO SCHEDULE THE MOST COMMON TYPE OF WALL PARTITION USED ON THE PROJECT SO THAT YOU DON'T HAVE TO PUT THE WALL TYPE MARK ON EVER WALL (DELETE THIS NOTE).

XX/XX/XXXX

auxilliary dwelling unit

CLIENT
cliff mitchell

1204 w. kansas ave., midland, tx 79701

PROJECT NO.
1204.26

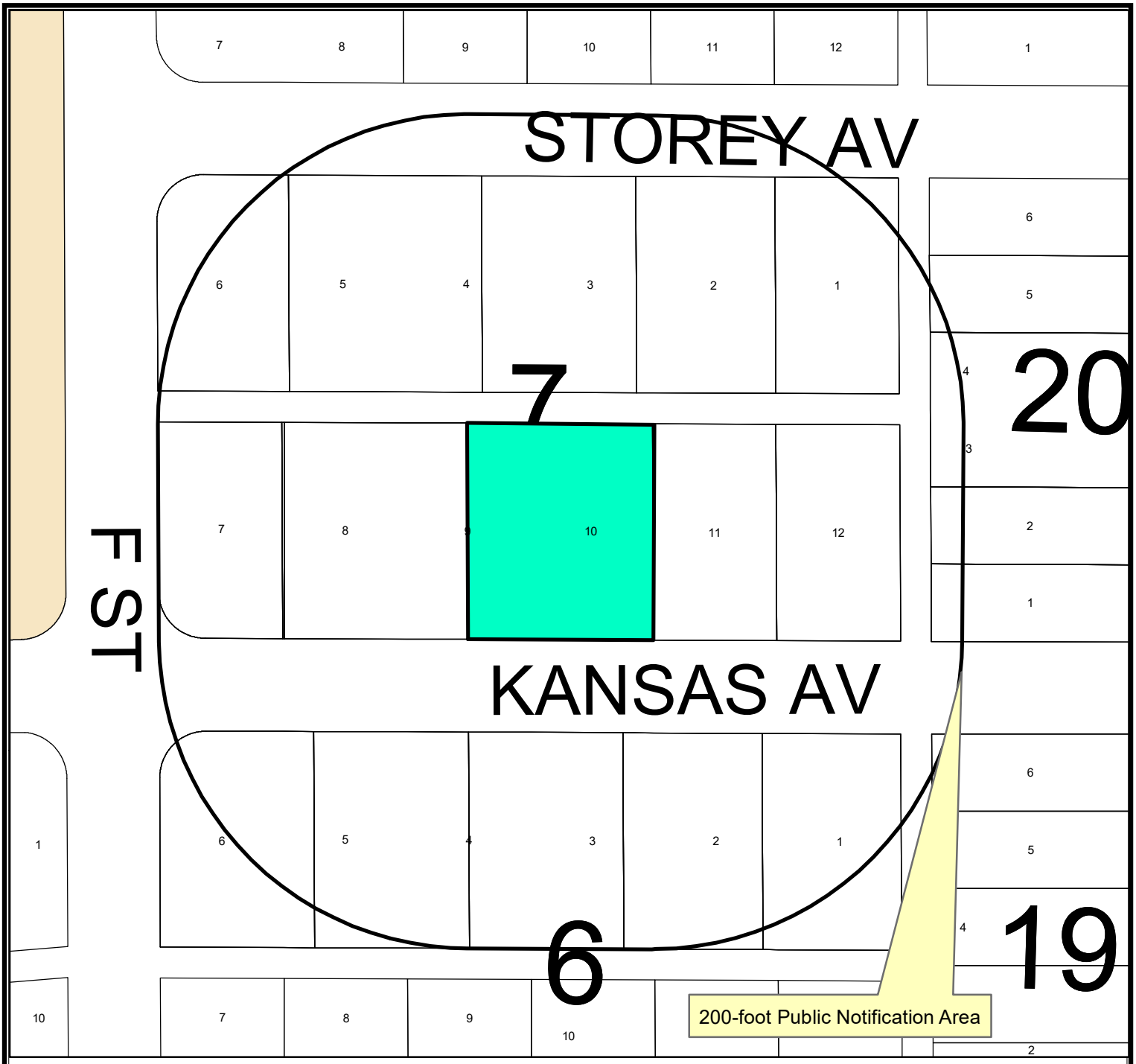
KEY PLAN

#	DATE	DESCRIPTION
-	05/18/2026	issued for permit

adu floor plan

a-101

REVIT v21 5/17/2026 10:45:57 PM



Location Map

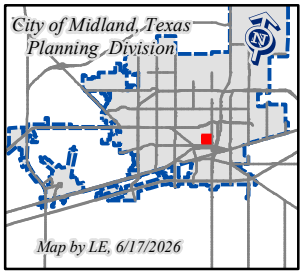
SUDwo-26-0054 **Scale: 1" = 600'**

Consider a request by Clifford Mitchell for a Specific Use Designation without Term for an Accessory Dwelling Unit on the east 40 feet of Lot 9 and all of Lot 10, Block 7, North Park Hill Addition, City and County of Midland, Texas.

Generally located on the north side of West Kansas Avenue, approximately 215 feet east of North F Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

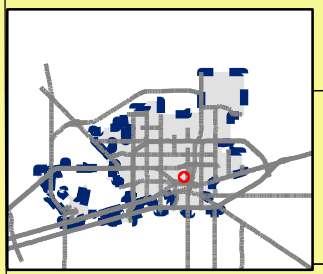
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

SF1

SF2

KANSAS AV



Map by LE, 6/17/2026

SUDwo-26-0054

Scale: 1" = 400'

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 THE USE OF THIS MAP.

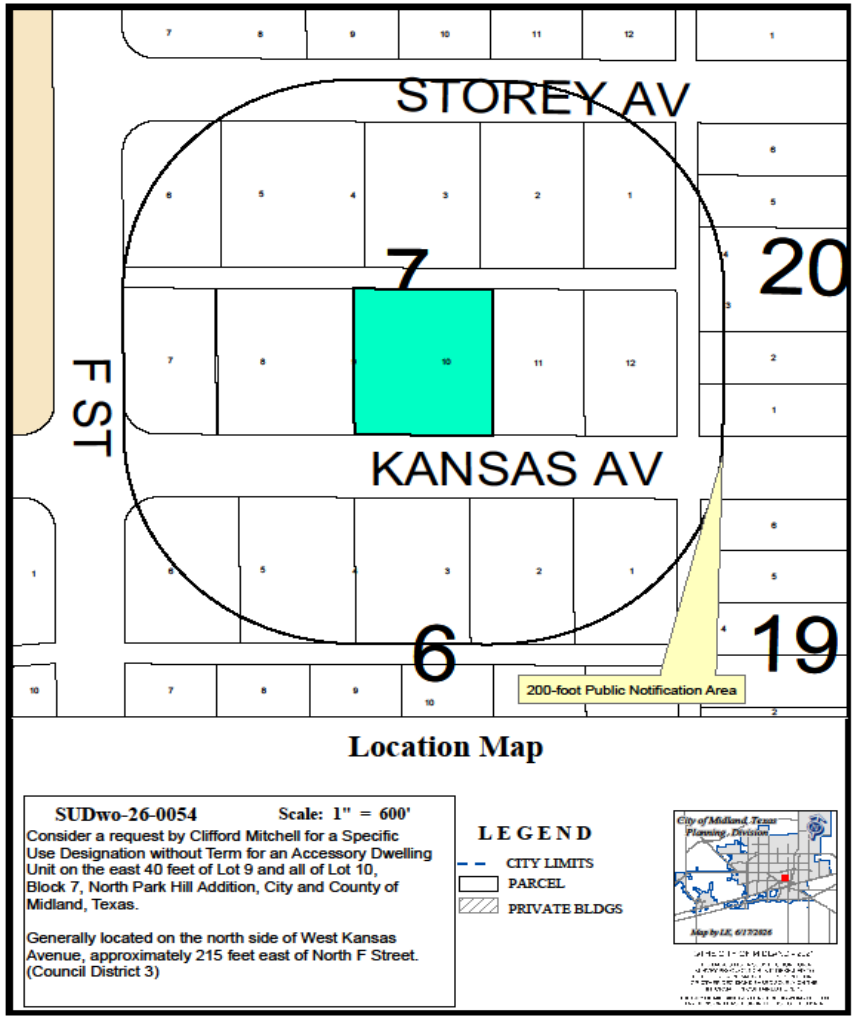

STOREY AV
7
EST
KANSAS AV




MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
1204 WEST KANSAS AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

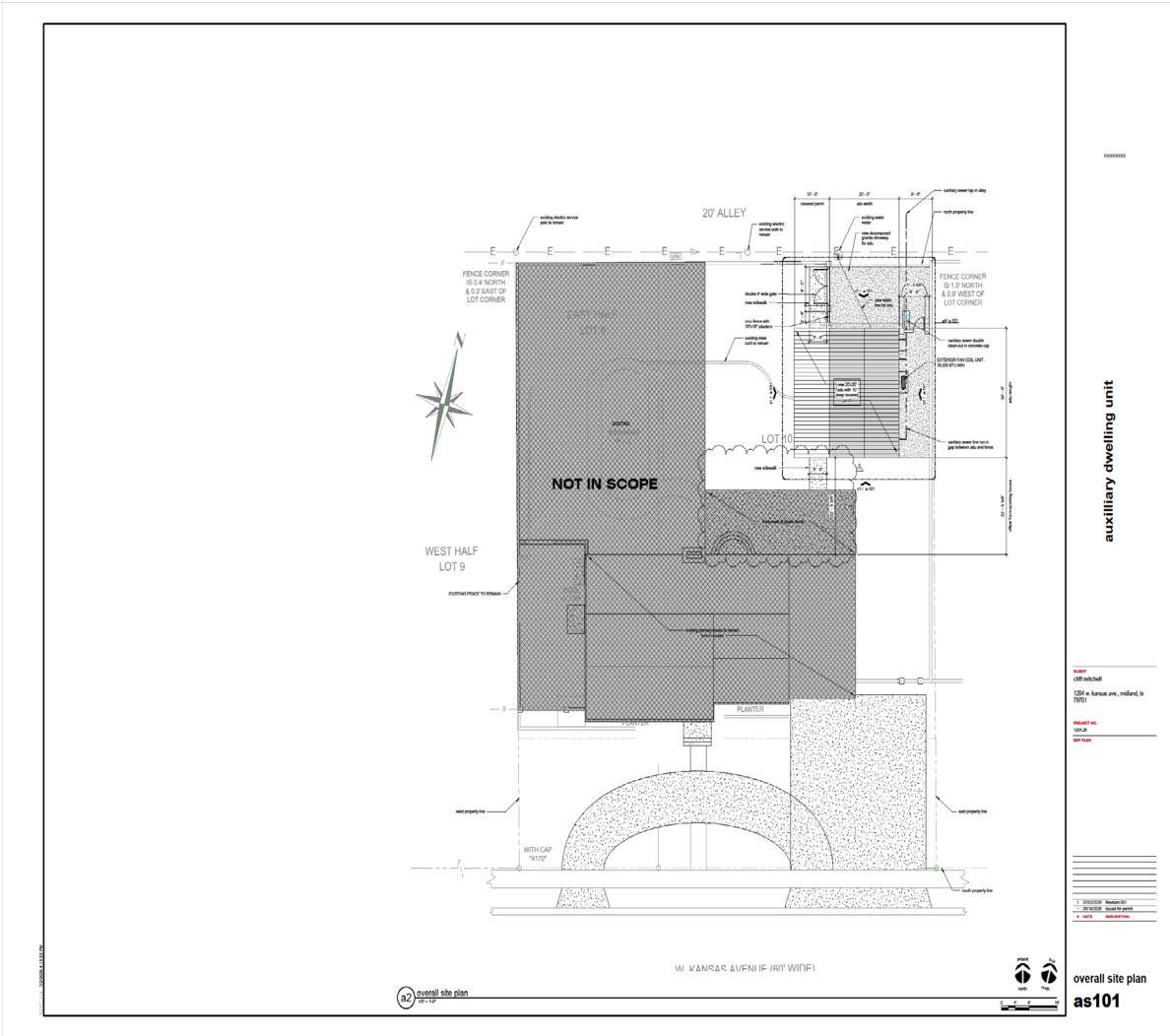
APPLICATION SUMMARY

- **Property Owner:** Clifford Mitchell
- **Location:** 1204 West Kansas Avenue in Council District 3
- **Reason for Request:** To construct an accessory dwelling unit



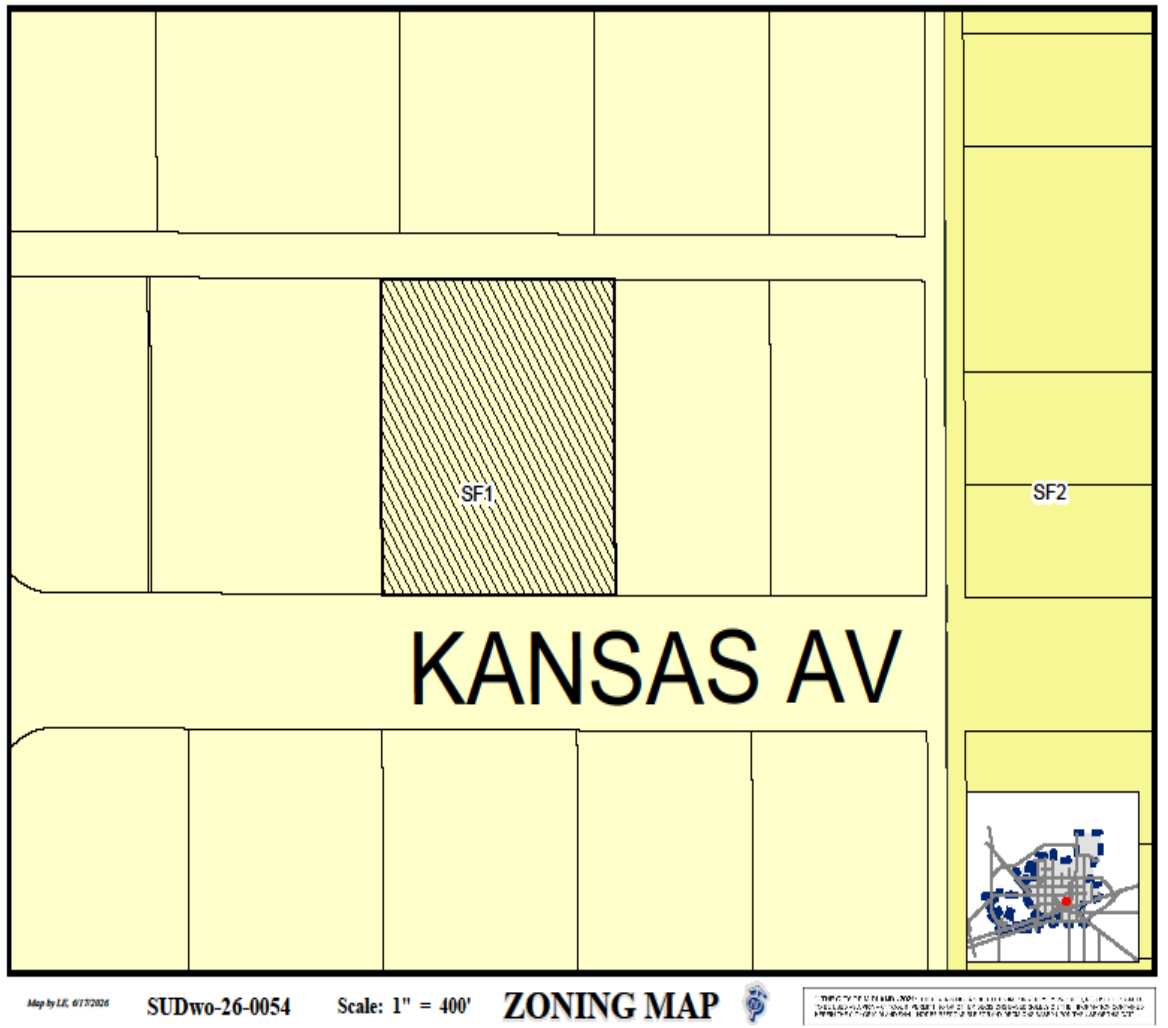
DETAILS OF REQUEST

- Property owner is requesting to construct a mother-in-law suite to provide friends and family with a space to stay when visiting



ZONING

- **Current Zoning:** SF-1, Single-Family Dwelling District
- **Surrounding Zoning:**
- **North/South/East/West:** SF-1, Single-Family Dwelling District
- The use of an SUD for construction of an Accessory Dwelling Unit is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
  - **North/South/West/East:** Residential



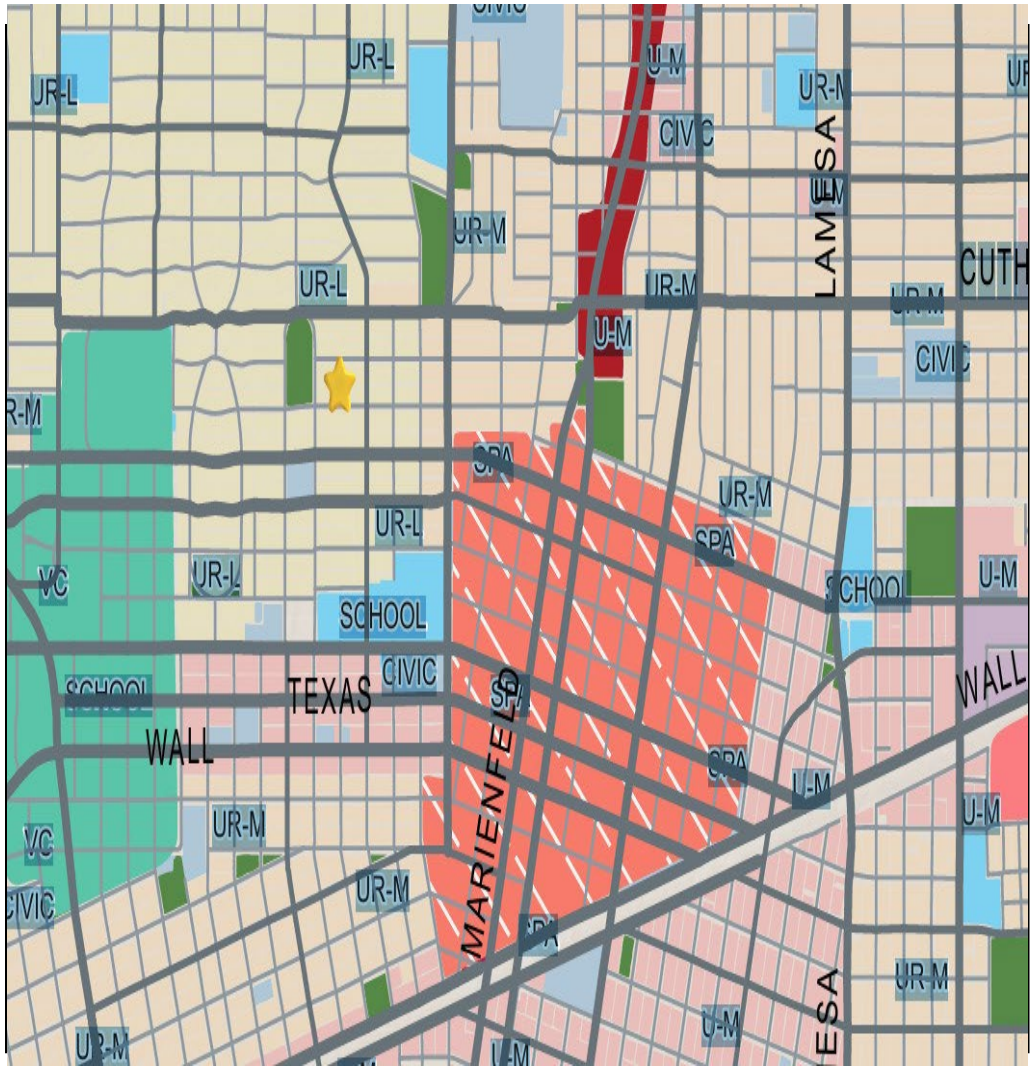


On West Kansas Avenue, Looking North

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential – Low (UR – L)
- **Supported Uses:** Neighborhoods emphasizing single-family detached homes
- 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 request with the following conditions:

A. That the use and development of the property or the Unit shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, said Unit being the building identified in Exhibit A as a "new 20' x 30' adu with 10' deep covered porch".



STAFF'S RECOMMENDATION

B. That the use and development of the Property for the Unit shall significantly conform to the elevation drawings, which are attached hereto as Exhibit B and incorporated herein for all purposes.

C. That the total number of people who live on the property, including the principal residence and the Unit, shall not exceed that of a "family" as defined in Section 11-1-2.01 of the City Code.

D. That the floor area of the Unit shall not exceed 600 square feet.



STAFF'S RECOMMENDATION

E. That vehicular access from the alley is hereby permitted.

F. That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.



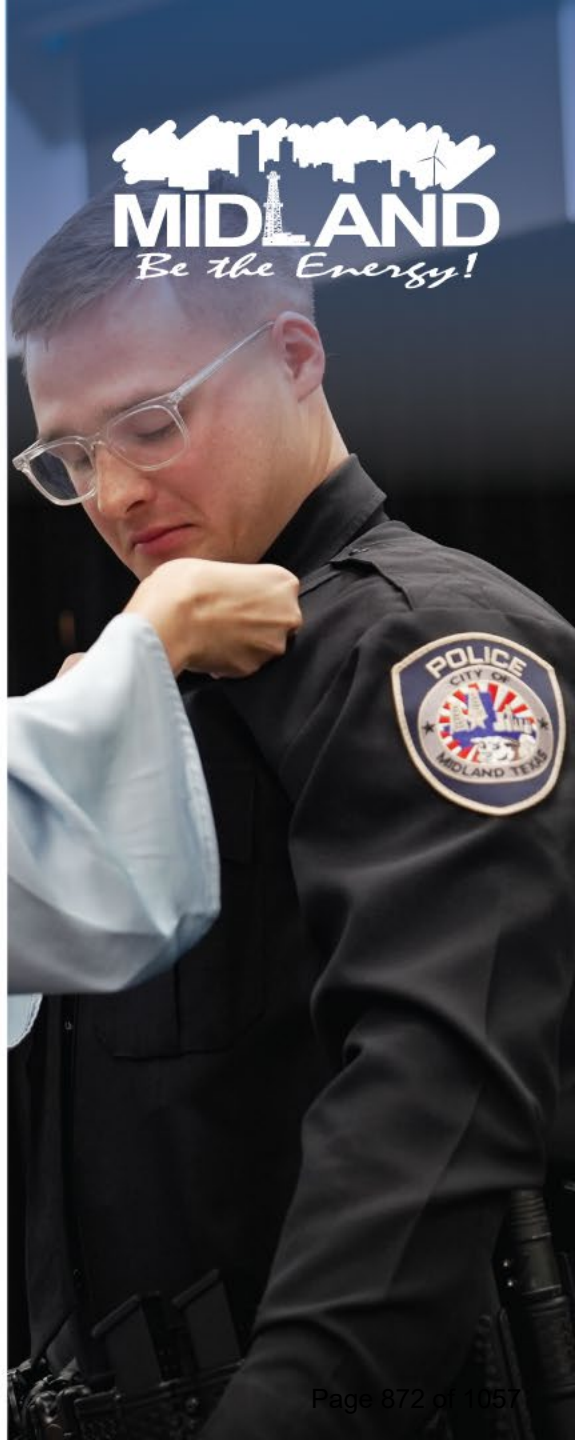
STAFF'S RECOMMENDATION

G. That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.

H. That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of the Specific Use Designation Without Term are satisfied.

I. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas, as notice to any subsequent purchaser of this property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.

11



MISSION

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



City Council Meeting

Item Number: 34.
Meeting Date: July 21, 2026
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, ARNETT'S ACRES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY (DUPLEX) DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH LAMESA ROAD, APPROXIMATELY 350 FEET NORTH OF EAST GOLF COURSE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
The applicant, Eduardo L. Aleman, is requesting to rezone the property located at 2002 N Lamesa to be able to develop duplex to provide additional housing opportunities for the community.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

SF-2, Single-Family Dwelling District

Surrounding Zoning and Land Use:

The subject property is located at 2002 North Lamesa Road. The property is zoned SF-2, Single-Family Dwelling District. The surrounding properties to the north, south, west and east are also zoned SF-2, Single-Family Dwelling District. The use of the property is currently vacant land. The surrounding near the north, south, east and west are currently residential.

Analysis:

The property is located at 2002 North Lamesa Road. The property is currently zoned SF-2, Single-Family Dwelling District and the applicant is requesting rezoned the property into 2F, Two-Family Dwelling (Duplex) District to be able to build a duplex on the property. The applicant is also in the process of replatting the property into two lots to be able to do so.

The zone change would have to be approved first before the final plat can be considered by the Planning and Zoning Commission.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates this area as Urban Residential – Medium (UR-M). The UR-M district emphasizes single-family detached, single-attached and townhouses.

This proposed zone change has been circulated to the respective City departments for internal review, and their comments, conditions, and requirements are as follows:

Fire: (Approved)

The Fire Department has reviewed the proposed zoning change and has no objection at this time. This review is limited to the zoning request only and does not constitute approval of future site development, construction, or occupancy. All future development shall comply with the 2015 International Fire Code (IFC), local amendments, and all applicable fire and life safety requirements, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (IFC §507.5), fire protection systems (IFC §903), and emergency responder access, which will be reviewed during the site plan, civil plan, and building permit review process.

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:

The preliminary plat for Arnett's Acres, Section 2, was approved by the Planning and Zoning Commission on June 6, 2026.

Staff recommends the approval of this request for a zone change of SF-2, Single-Family Dwelling District to 2F, Two-Family Dwelling District.

Letters of Objection:

As of July 10, staff has not received any letters of objection for this request.

Attachments:

A. ORD w EXH - Z-26-0483.SF-2 to 2F
B. Z-26-0483, Combined Files
C. CC - - 2002 N Lamesa Rd SF-2 to 2F

Beatriz Quezada, Development Services	Created/Initiated - 7/6/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, ARNETT'S ACRES, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY (DUPLEX) DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH LAMESA ROAD, APPROXIMATELY 350 FEET NORTH OF EAST GOLF COURSE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 5, Arnett's Acres, City and County of Midland, Texas (the "Property"), to 2F, Two-Family (Duplex) Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-2, Single-Family Dwelling District to 2F, Two-Family (Duplex) Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

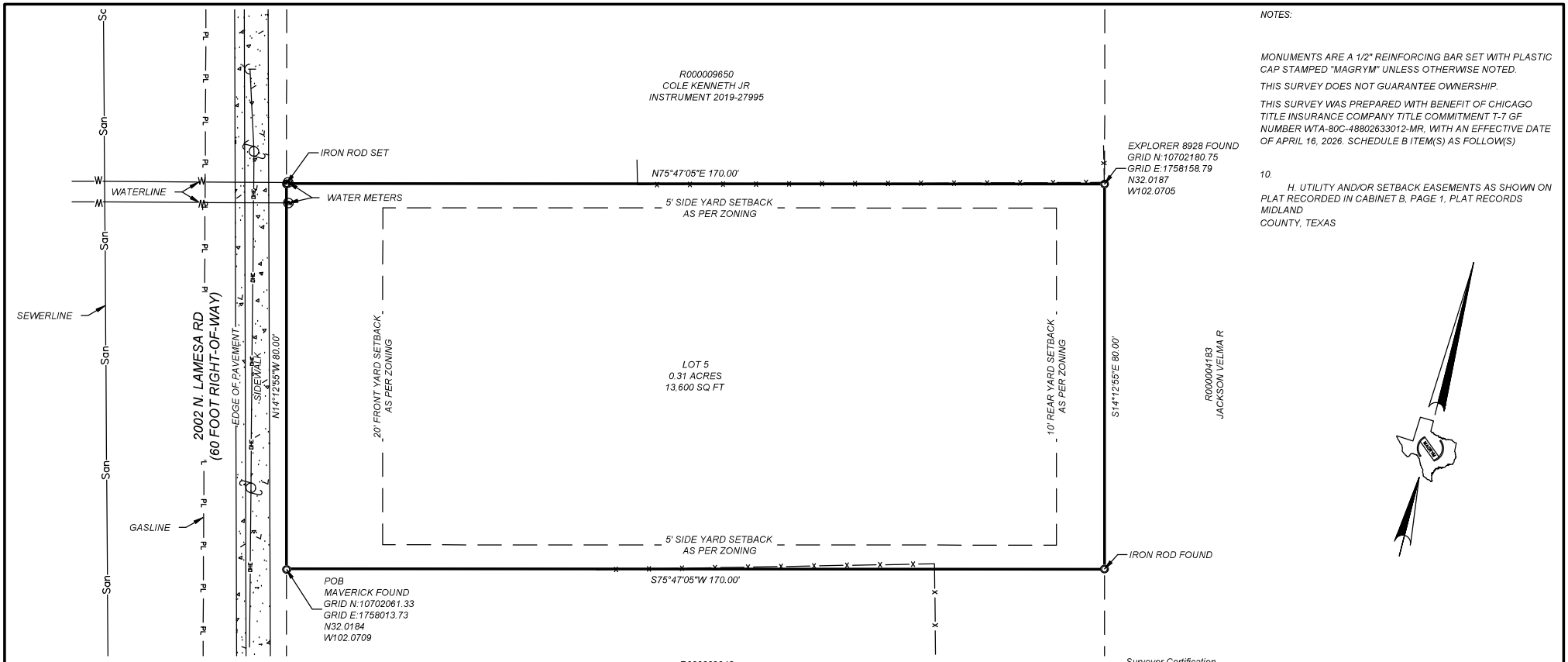
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



NOTES:

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "MAGRYM" UNLESS OTHERWISE NOTED.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

THIS SURVEY WAS PREPARED WITH BENEFIT OF CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT T-7 GF NUMBER WTA-80C-48802633012-MR, WITH AN EFFECTIVE DATE OF APRIL 16, 2026. SCHEDULE B ITEM(S) AS FOLLOW(S)

10.
H. UTILITY AND/OR SETBACK EASEMENTS AS SHOWN ON PLAT RECORDED IN CABINET B, PAGE 1, PLAT RECORDS MIDLAND
COUNTY, TEXAS

LEGEND:

- FENCE LINE
- OVERHEAD ELECTRIC
- UTILITY POLE
- WIRE GUY ANCHOR
- ELECTRIC METER
- AIR CONDITIONER
- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES

Surveyor Certification

TO THE LIENHOLDERS, TIERRA PLANA LLC
(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, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 16TH DAY OF APRIL, 2026

RJ DAUM
TEXAS RPLS 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

MAGRYM
TX FIRM# 10149500
Magrym Consulting, Inc.
110 W Louisiana Ave, Ste. 314
Midland, TX 79701
(432) 684-5548
www.magrym.com

SURVEY
LOT 5, ARNETT ACRES
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
AS PER PLAT OF RECORD IN VOLUME 130, PAGE 294, NOW
RECORDED IN CABINET B, PAGE 1,
PLAT RECORDS MIDLAND COUNTY, TEXAS.

JOB NO: 26-335
PROJECT: 26-335
SCALE: 1" = 20'
REVISIONS



Location Map

Z-26-0483 **Scale: 1" = 100'**

Consider a request by Eduardo L. Aleman for a Zone Change from SF-2, Single-Family Dwelling District, to 2F, Two-Family Dwelling (Duplex) District on Lot 5, Arnett's Acres, City and County of Midland, Texas.

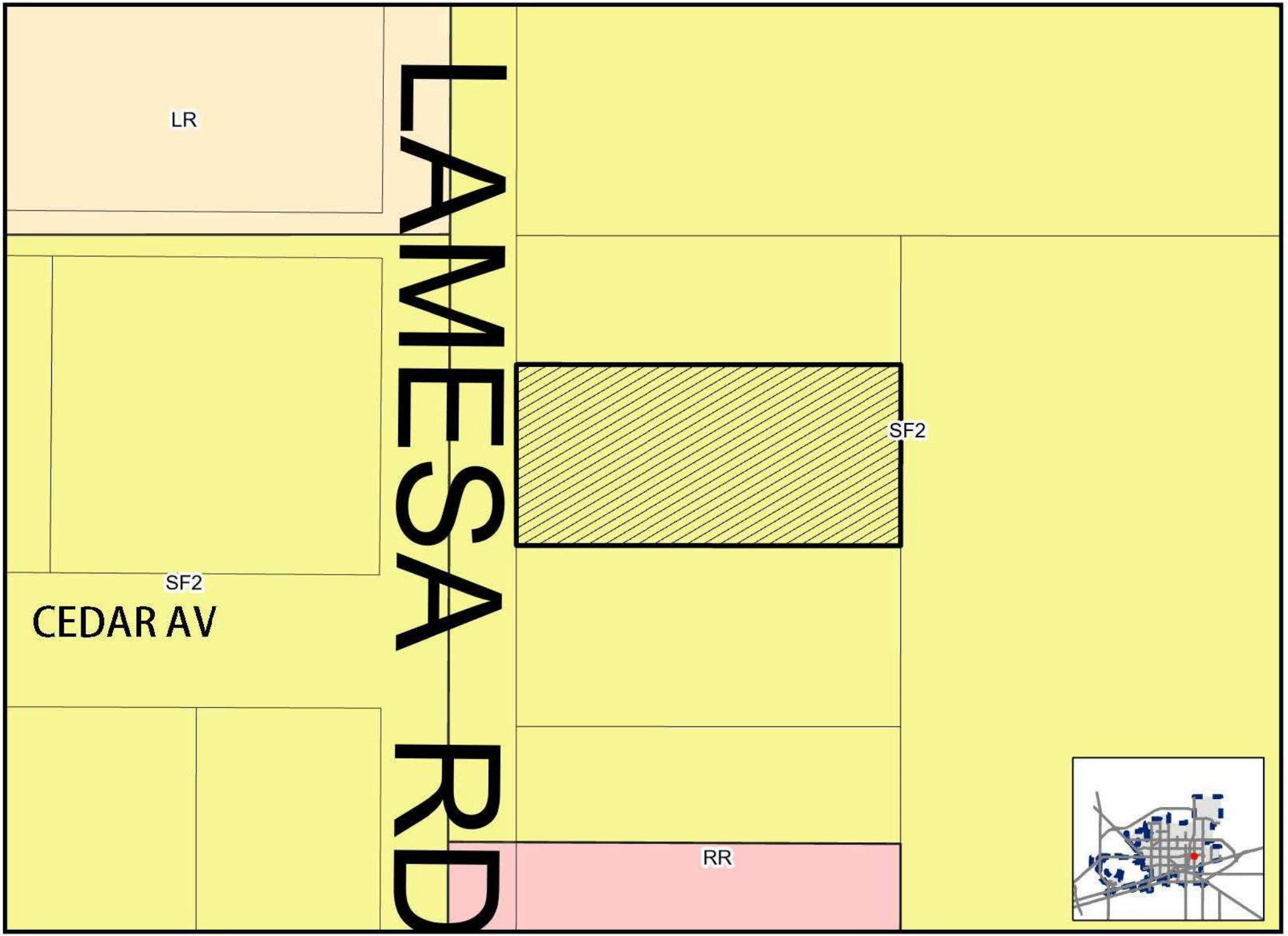
Generally located on the east side of North Lamesa Road, approximately 350 feet north of East Golf Course Road. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 5/26/2026

Z-26-0483

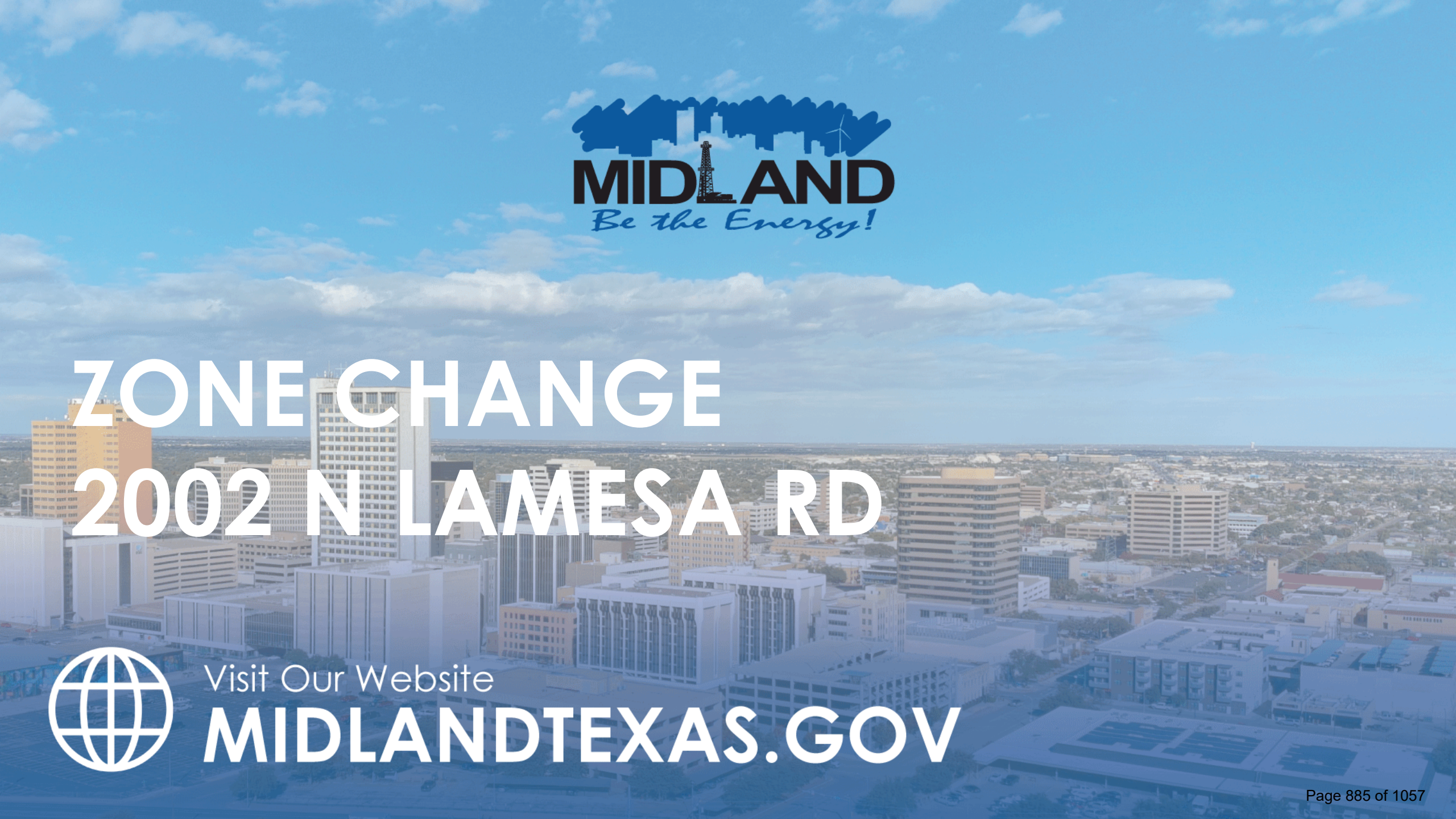
Scale: 1" = 53 '

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

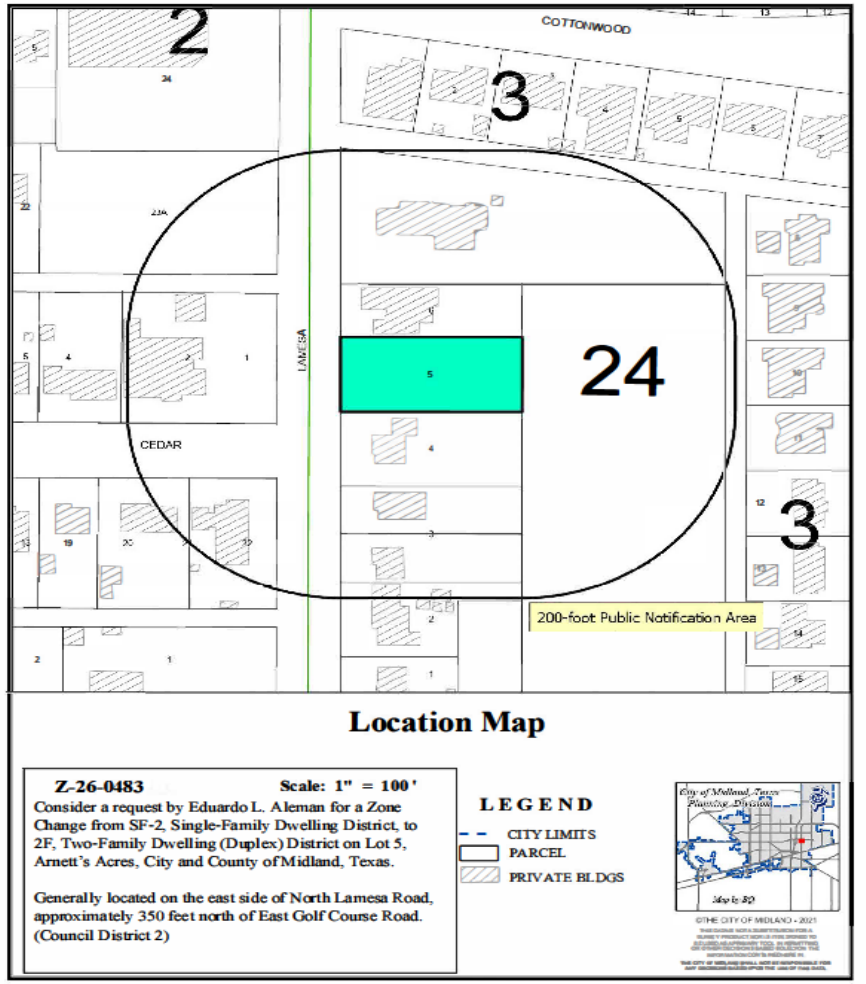

23A
3
2
1
LAMESA
CEDAR
20
22
6
5
4
24




MIDLAND
Be the Energy!
ZONE CHANGE
2002 N LAMESA RD
Visit Our Website
MIDLANDTEXAS.GOV

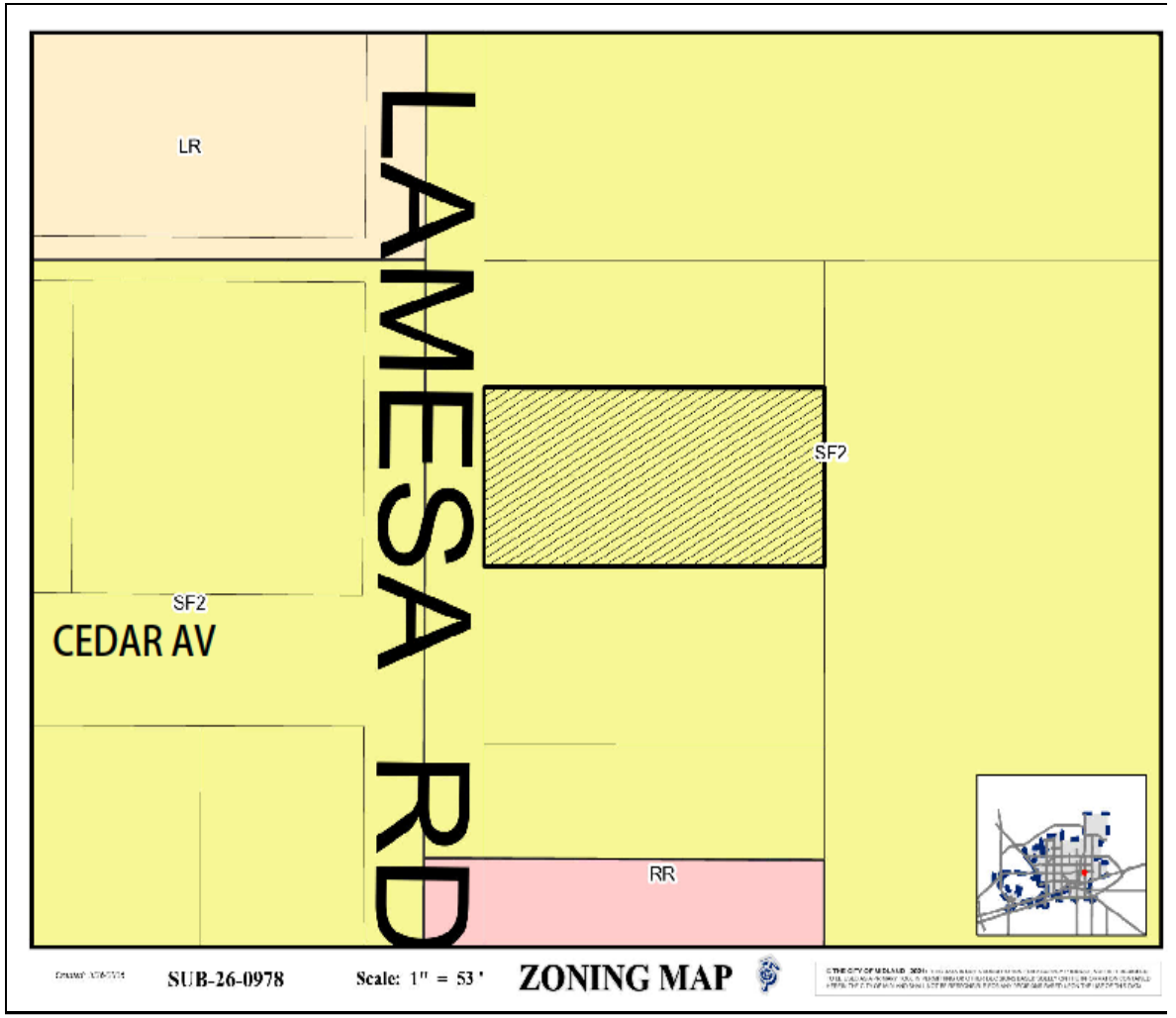
APPLICATION SUMMARY

- **Applicant:** Eduardo Aleman
- **Property Owner:** Tierra Plana, LLC
- **Location:** 2002 North Lamesa Road (Council District 2)
- **Reason for Request:** For the development of a residential dwelling unit



ZONING

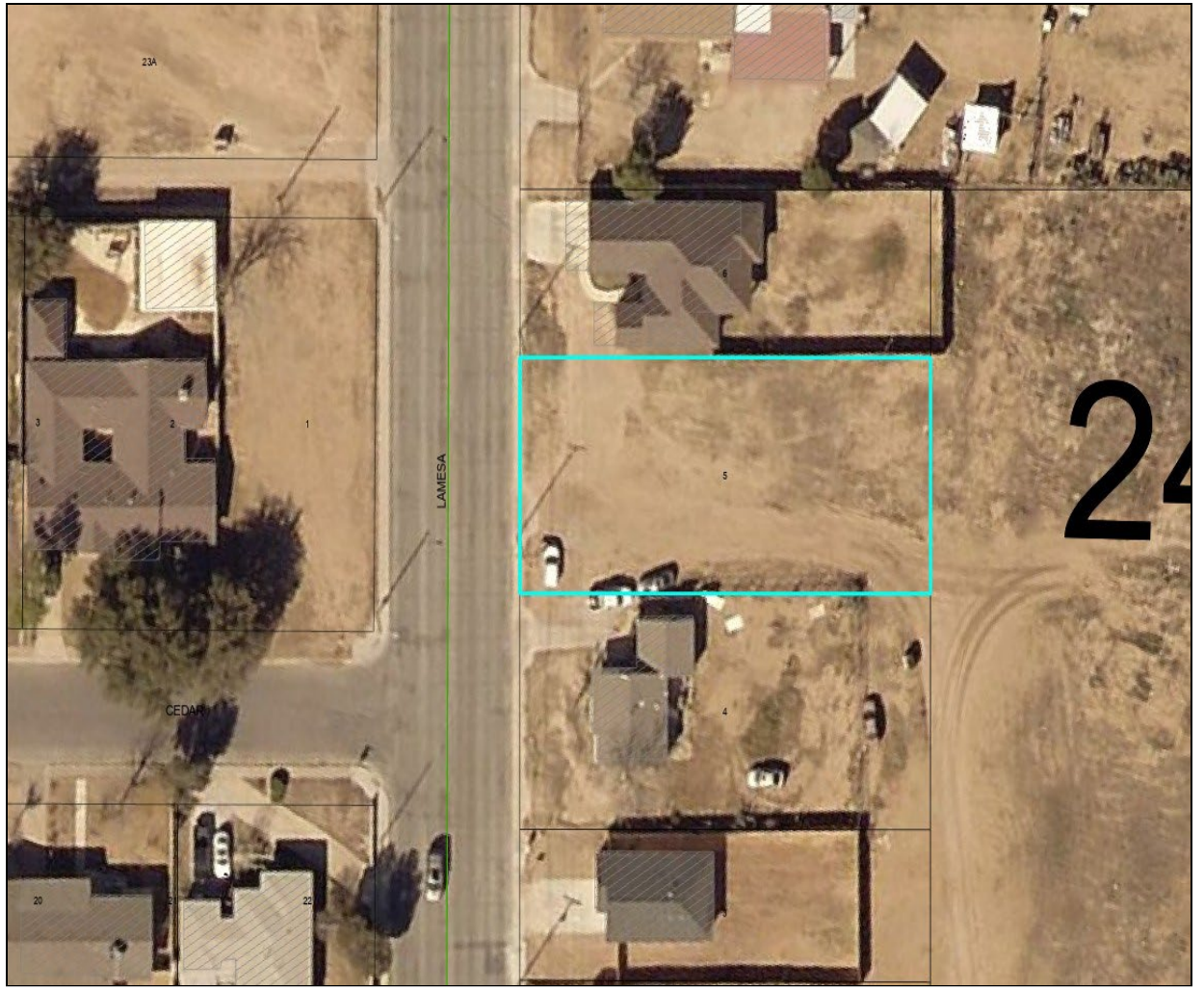
- **Current Zoning:** SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/West/East:** SF-2, Single-Family Dwelling District
- Proposed Zoning: 2F, Two-Family Dwelling (Duplex) District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant land
- **Surrounding Uses:**
  - **North/South/West:** Residential
  - **East:** Vacant land
  - **Proposed Use:** Residential





On North Lamesa Road, Looking East

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential - Medium (UR-M)
- **Supported Uses:** Emphasizing a mix of housing styles including single-family detached, single-attached and townhouses.
- The request is compatible with the Tall City Tomorrow Comprehensive Plan.



MIDLAND
Be the Energy!

RELATED ITEMS

- A preliminary plat to subdivided the property into two lots was approved on June 6, 2026.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved this item on July 6, 2026.
- 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: July 21, 2026
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 13, BLOCK 1, SAN JACINTO PLACE EXTENSION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SPARKS STREET, APPROXIMATELY 315 FEET SOUTH OF WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; 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:
Pam Mancha is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit a reduced minimum front yard setback for the property at 1600 Sparks Street, in order to construct a carport.

Recommended Action:
Directional/Informational

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The subject property is zoned SF-1, Single- Family Dwelling District. Per Section 4.09 – Accessory Buildings and Uses, the minimum front yard setback is 25 feet for SF-1, thus creating the necessity to request a variance from the code. The proposed carport will be attached to the primary dwelling and is not expected to create any public safety concerns, nor materially impact adjacent properties. Similar carports and associated variances are not present in the immediate area.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

The Fire Department has no comments regarding this request. The proposed residential carport associated with an existing single-family residence does not appear to impact the Fire Department's access or require review under the Fire Department's land-use authority.

Building: (Approved with conditions)

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. No more than one single family home can exist on this lot, if a new home is erected, the existing home must be removed.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.

Planning (Informational)

Should Council approve the request, staff recommends it be subject to the following conditions:

Condition:

A. That the minimum front yard setback shall be seven feet (7').

B. That the reduced minimum front yard setback allowed by this ordinance shall apply only to the "Proposed Carport" shown in the site plan, which is attached hereto as Exhibit A and incorporated herein.

Letters of Objection:

Staff has received no letters of objection as of July 10, 2026.

Attachments:

A. ORD w EXH - E-26-0163.Pam Mancha - Red Min Front Yard Setback Ord w Exh
B. E-26-0163, 1600 Sparks St, Combined
C. CC - - 1600 Sparks Street Special Exception

Lori Elliott, Development Services — Created/Initiated - 7/9/2026
Landon Ochoa, Development Services — Approved - 7/10/2026

Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/13/2026
Jose Ortiz, City Manager	Approved - 7/14/2026
Kathy Rauda, City Secretary	Approved - 7/14/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/14/2026

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 13, BLOCK 1, SAN JACINTO PLACE EXTENSION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SPARKS STREET, APPROXIMATELY 315 FEET SOUTH OF WEST GOLF COURSE ROAD), BY PERMITTING A REDUCED MINIMUM FRONT YARD SETBACK; 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 13, Block 1, San Jacinto Place Extension, City and County of Midland, Texas. Said special exception shall allow a reduced minimum front yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum front yard setback shall be seven feet (7').

B. That the reduced minimum front yard setback allowed by this ordinance shall apply only to the "Proposed Carport" shown in the site plan, which is attached hereto as Exhibit A and incorporated herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

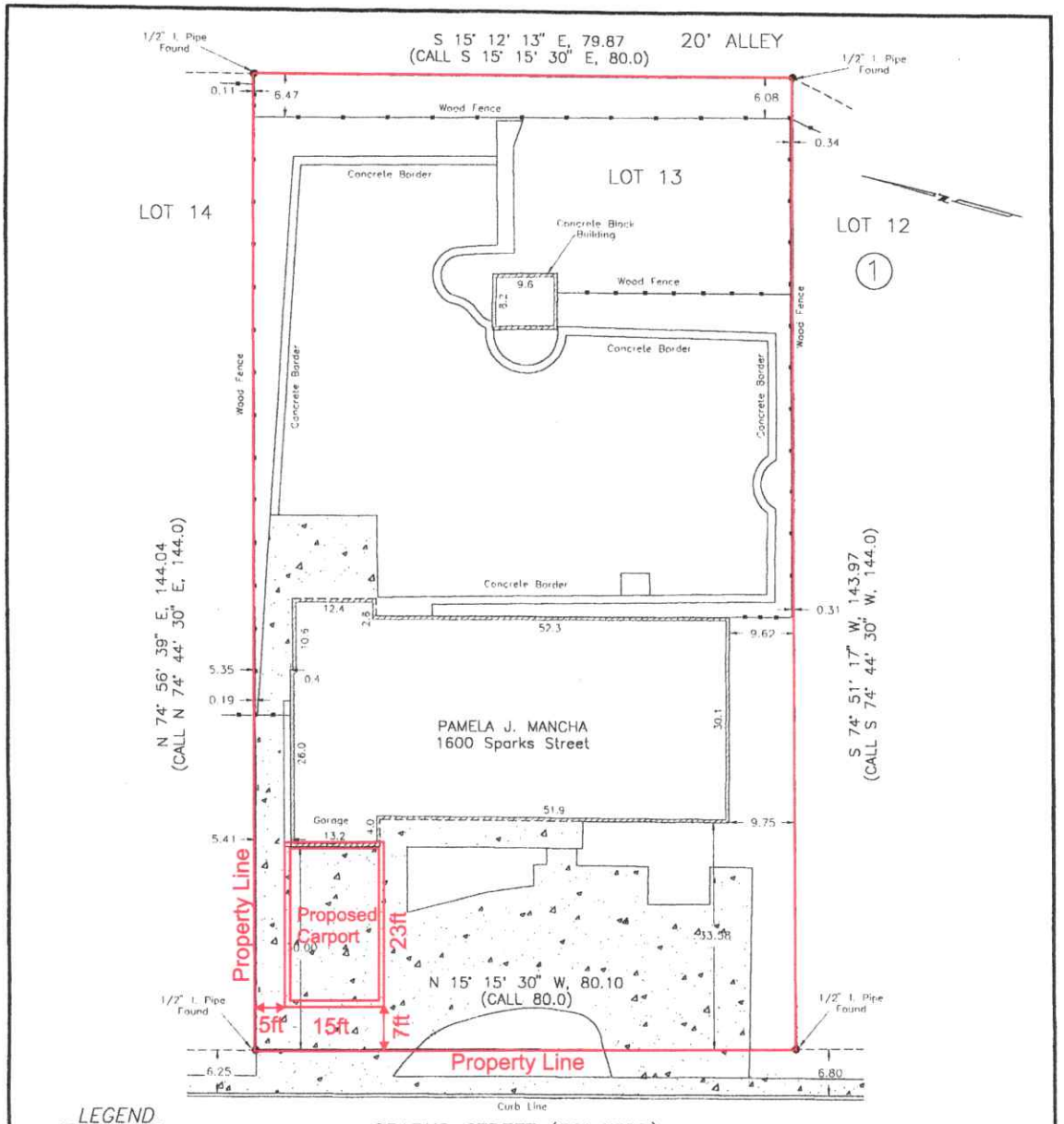
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

SITE PLAN



LEGEND

- SET 1/2" I.R. W/CAP "RPLS 4170"
- FND. 1/2" I.R.
- GUY ANCHOR WIRE
- WATER METER
- G/M GAS METER
- OVERHEAD ELECTRIC POLE
- FH FIRE HYDRANT

PLAT OF
LOT 13, BLOCK 1,
SAN JACINTO EXTENSION,
AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET B, PAGE 133, PLAT RECORDS, MIDLAND COUNTY, TEXAS

CENSUS TRACT: 5

THIS TRACT IS IN FLOOD ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP, DATED SEPTEMBER, 1992, PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAP NUMBER 48329C0101 D

TO THE LIENHOLDERS AND/OR THE OWNER OF THE PREMISES SURVEYED AND TO THE ISSUING TITLE INSURANCE UNDERWRITER. THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATED THIS THE 8th DAY OF AUGUST, 1998.

Bruce R Pennell

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4170
DATE: 8/10/98

BASIS OF BEARINGS:
WEST LINE OF LOT 13, BLOCK 1,

BEARINGS AND DISTANCES SHOWN INSIDE ( ) INDICATE RECORD

20 10 0 20

SCALE: 1" = 20'

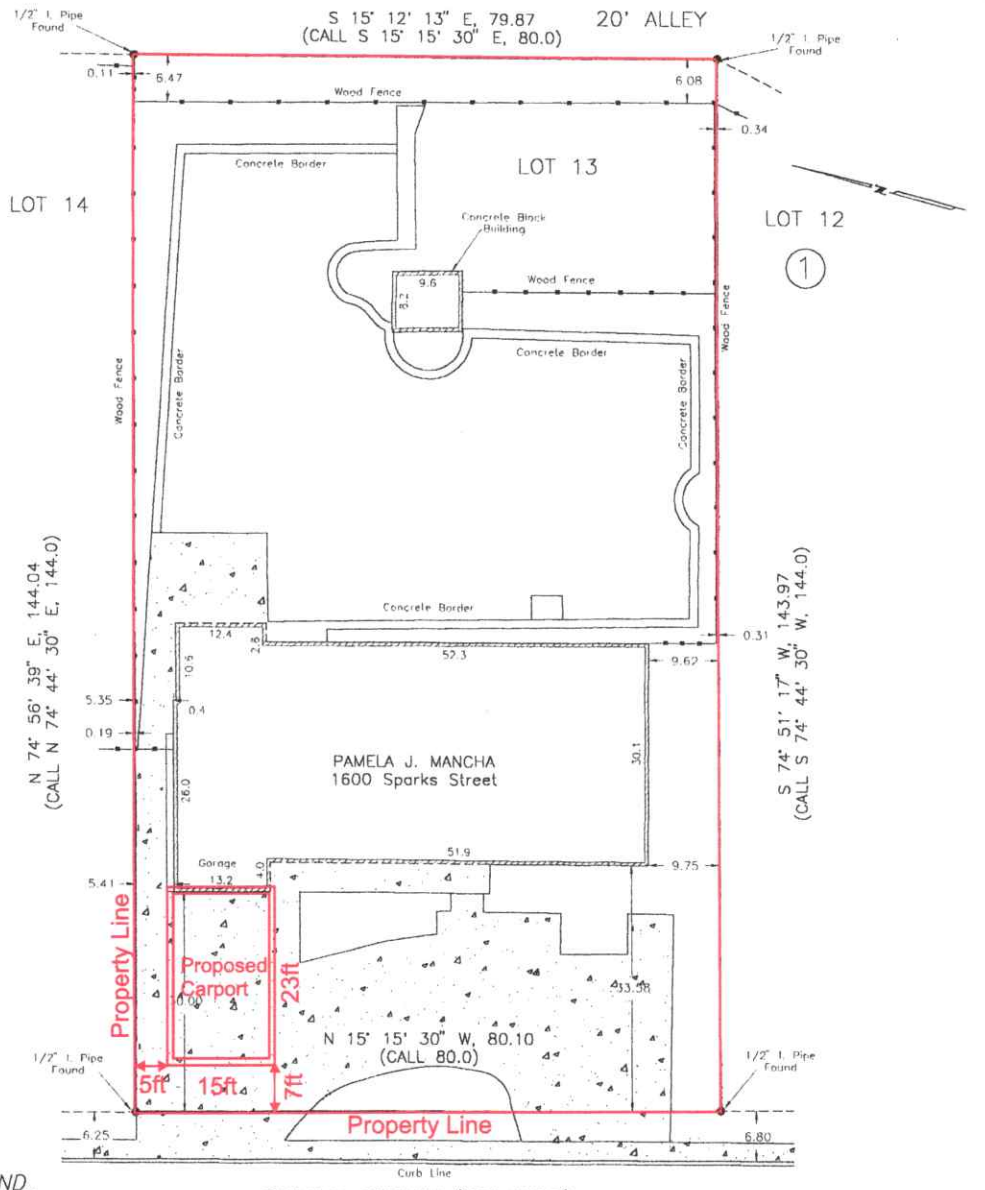
STATE OF TEXAS REGISTERED BRUCE R. PENNELL 4170 PROFESSIONAL LAND SURVEYOR

BRP ENTERPRISES, INC.
P.O. BOX 51622
MIDLAND, TEXAS 79710
VOICE: (915)570-6256 FAX: (915)682-3262

CAD FILE: 1600SPAR | DATA FILE 1600SPAR | SURVEYOR AEF

June 18, 2026

SITE PLAN



LEGEND

- SET 1/2" I.R. W/CAP "RPLS 4170"
- FND. 1/2" I.R.
- GUY ANCHOR WIRE
- WM WATER METER
- G/M GAS METER
- OVERHEAD ELECTRIC POLE
- FH FIRE HYDRANT

PLAT OF
LOT 13, BLOCK 1,
SAN JACINTO EXTENSION,
AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET B, PAGE 133, PLAT RECORDS, MIDLAND COUNTY, TEXAS

CENSUS TRACT: 5

THIS TRACT IS IN FLOOD ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP, DATED SEPTEMBER, 1992, PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAP NUMBER 48329C0101 D

TO THE LIENHOLDERS AND/OR THE OWNER OF THE PREMISES SURVEYED AND TO THE ISSUING TITLE INSURANCE UNDERWRITER. THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

DATED THIS THE 8th DAY OF AUGUST , 1998.

BASIS OF BEARINGS: WEST LINE OF LOT 13, BLOCK 1,

BEARINGS AND DISTANCES SHOWN INSIDE ( ) INDICATE RECORD

20 10 0 20

SCALE: 1" = 20'

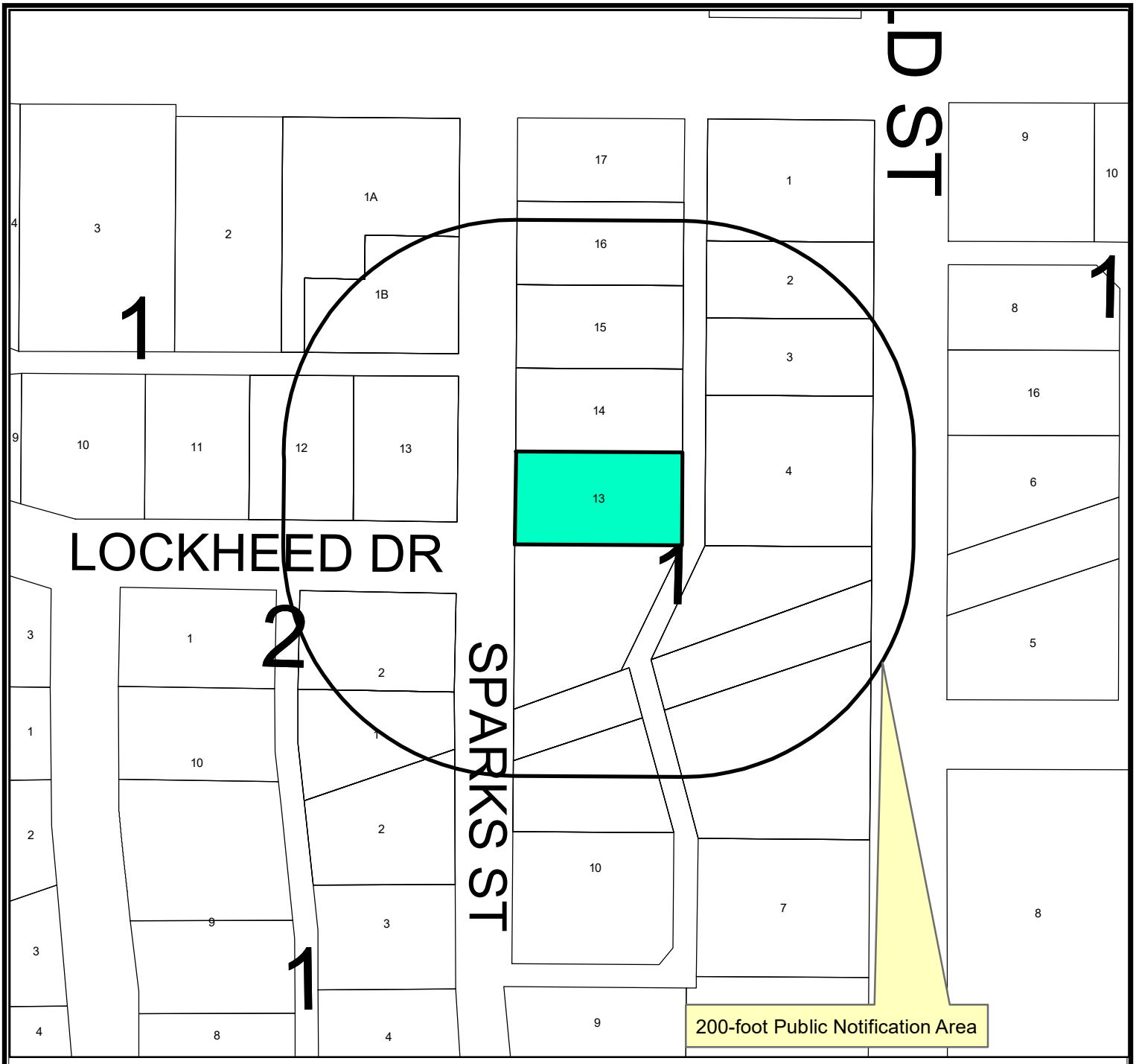
STATE OF TEXAS REGISTERED ☆ BRUCE R. PENNELL 4170 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4170
DATE: 8/10/98

BRP ENTERPRISES, INC.
P.O. BOX 51622
MIDLAND, TEXAS 79710
VOICE: (915)570-6256 FAX: (915)682-3262

CAD FILE: 1600SPAR	DATA FILE 1600SPAR	SURVEYOR AEF

June 18, 2026



Location Map

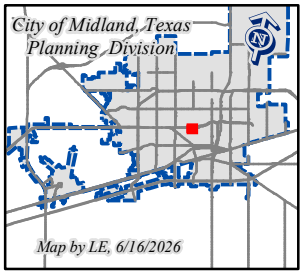
E-26-0163 **Scale: 1" = 800'**

Consider a request by Pam Mancha for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to allow for a reduced minimum front yard setback on Lot 13, Block 1, San Jacinto Place Extension, City and County of Midland, Texas.

Generally located on the east side of Sparks Street, approximately 315 feet south of West Golf Course Road. (Council District 3)

LEGEND

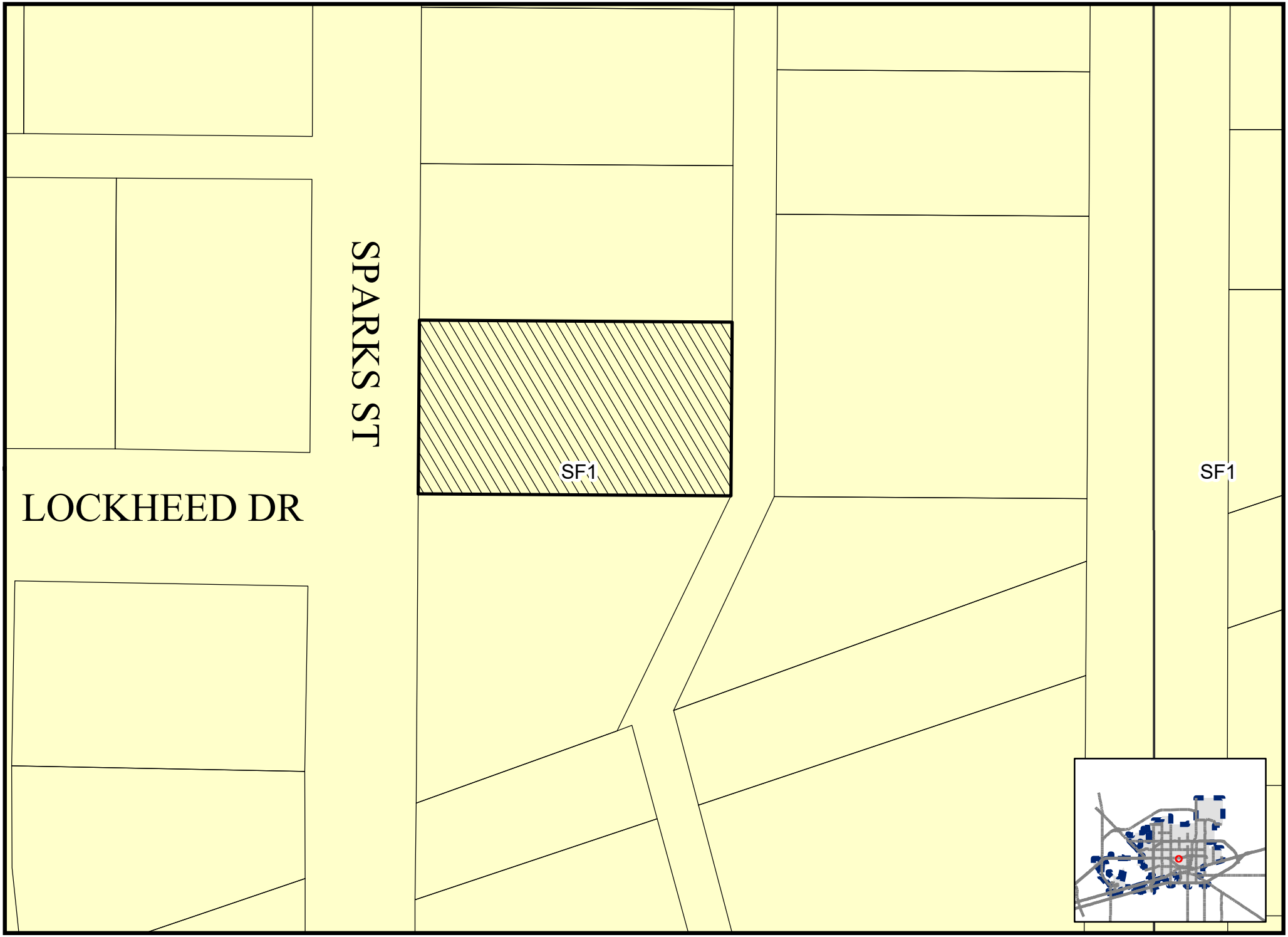
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by LE, 6/16/2026

E-26-0163

Scale: 1" = 400'

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

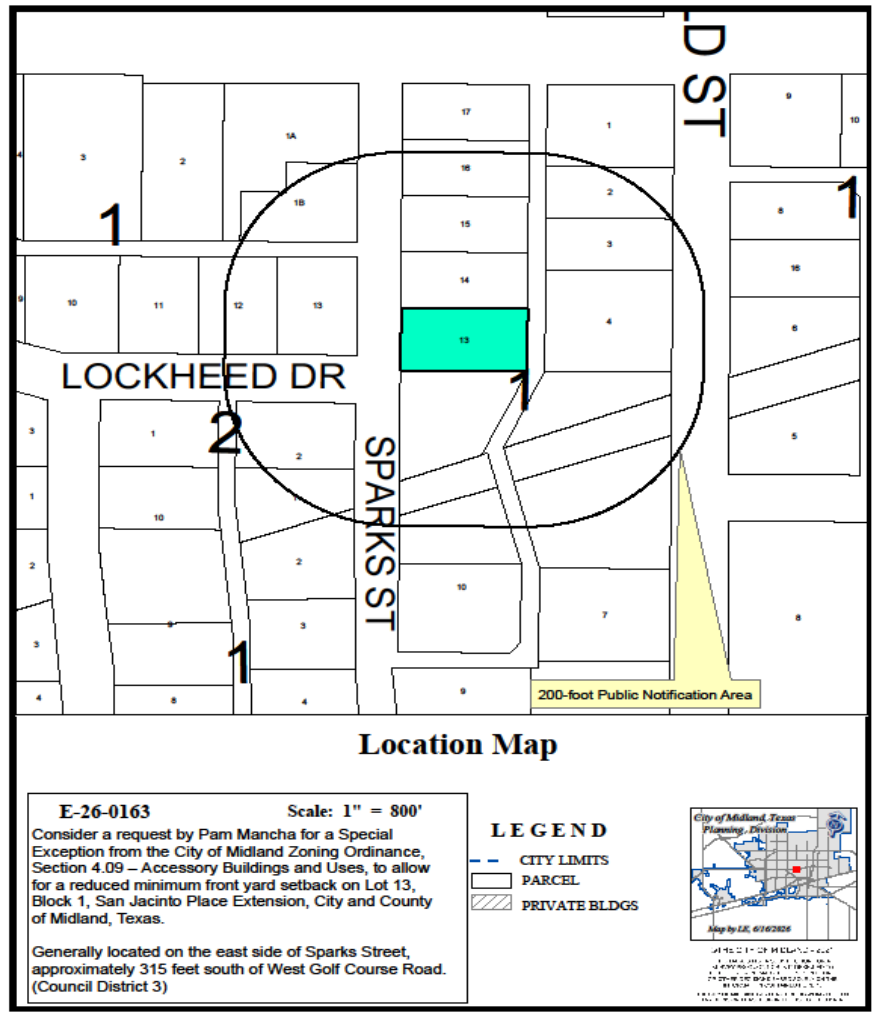

LOCKHEED DR
SPARKS ST
1
2




MIDLAND
Be the Energy!
SPECIAL EXCEPTION
1600 SPARKS STREET
Visit Our Website
MIDLANDTEXAS.GOV

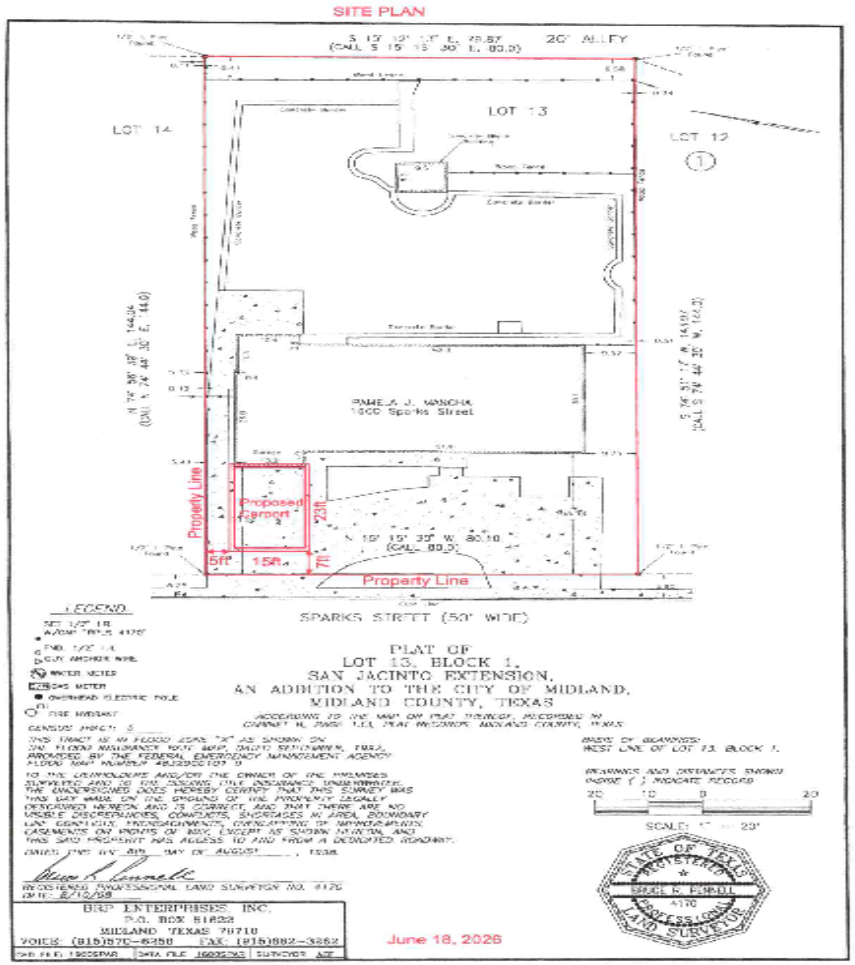
APPLICATION SUMMARY

- **Applicant/Property Owner:** Pam Mancha
- **Location:** 1600 Sparks Street in District 3
- **Reason for Request:** to allow for a reduced minimum front yard setback for the construction of a carport



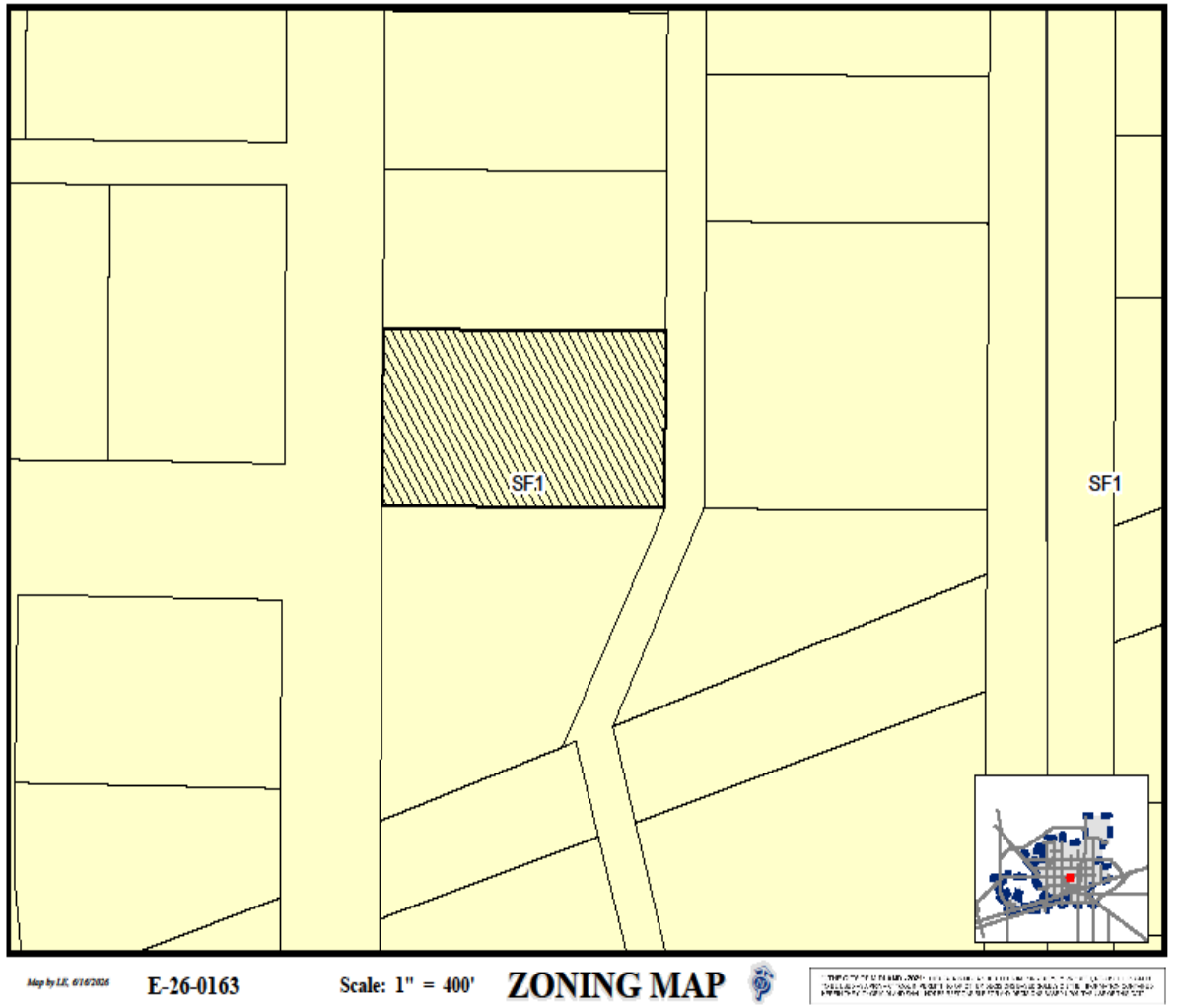
DETAILS OF REQUEST

- **Code Requirement:** The Residential Zoning District Dimensional Regulations Chart requires a 25-foot front yard setback in the SF-1, Single-Family Dwelling District
- **Variance Requested:** The applicant is requesting a front yard setback of 7 feet.



ZONING

- **Current Zoning:** SF-1, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East/West:** SF-1, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Single family home
- **Surrounding Uses:**
  - **North/South/East/West:** Single family residences
- **Proposed Use:** Single family home with a carport



MIDLAND
Be the Energy!



On Sparks Street, Looking East

6

MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the minimum front yard setback shall be seven (7') feet.

B. That the reduced minimum front yard setback allowed by this ordinance shall apply only to the "Proposed Carport" shown in the site plan, which is attached hereto as Exhibit A and incorporated herein.



MISSION

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



City Council Meeting

Item Number: 36.
Meeting Date: July 21, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 49, BLOCK 2, FANNIN TERRACE ADDITION, SECTION 5 REPLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF LINDA COURT, APPROXIMATELY 85 FEET SOUTH OF WEST WADLEY AVENUE), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM BUILDING SEPARATION DISTANCE BETWEEN AN ACCESSORY BUILDING AND THE PRINCIPAL BUILDING; 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:
Brandon Schumann is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit a reduced minimum rear yard setback and a reduced minimum building separation distance for the property at 4 Linda Court, in order to construct an accessory building at the rear of the property.

Recommended Action:
Approve

Fiscal Impact:
None.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned SF-1, Single-Family Dwelling District. Per Section 4.09 – Accessory Buildings and Uses, the minimum required rear setback is 5’. Per Section 4.09 (B)(3) any Accessory Building that is not a part of the principal building shall be separated from the principal building by a minimum of 10 feet. The applicant is requestion to reduce this to 8 feet of distance between the principal dwelling and the proposed structure.
There are multiple nearby properties enjoying the privileges of reduced setbacks. Based off the

multiple surrounding lots in this area that also do not meet the minimum setback requirement, the proposed structure would not affect the character of the neighborhood. The subject property is currently a single-family home, and the applicant intends to add an accessory building to the rear of the property.

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)

Setback from alley is acceptable with variance as long as the side yard setbacks remain a minimum of 5 feet. However, the separation from the main structure also poses a potential fire hazard as described by the 2018 International Residential Code Section R302. The required fire separation is 10 feet away due to the need for a 1-hour fire rating. This can be addressed by erecting a fire rated wall between the structures, adding fire sprinklers to the main structure of the home, using a rated fire coating or cover on all combustible materials such as wood and composite elements, or adjust the setback between the two structures to allow the 10 feet required separation.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]
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. With fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, such as crawlspaces and garages with floors below the BFE, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:(a)A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.(b)The bottom of all openings shall be no higher than one foot above grade.(c)Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. 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 or the above mentioned flood openings. 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 with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of

the occupants in the area who are enjoying the same privileges of reduced minimum setbacks subject to the following conditions.

Conditions:

A. That the reduced minimum rear yard setback and the reduced minimum building separation distance described herein shall apply only to the building identified as the "Proposed New Building" in the site plan, which is attached hereto as Exhibit A and incorporated herein.
B. That the minimum rear yard setback shall be zero feet (0').
C. That the building identified as "Proposed New Addition" in the site plan shall be separated from the principal building by a minimum of eight feet (8').

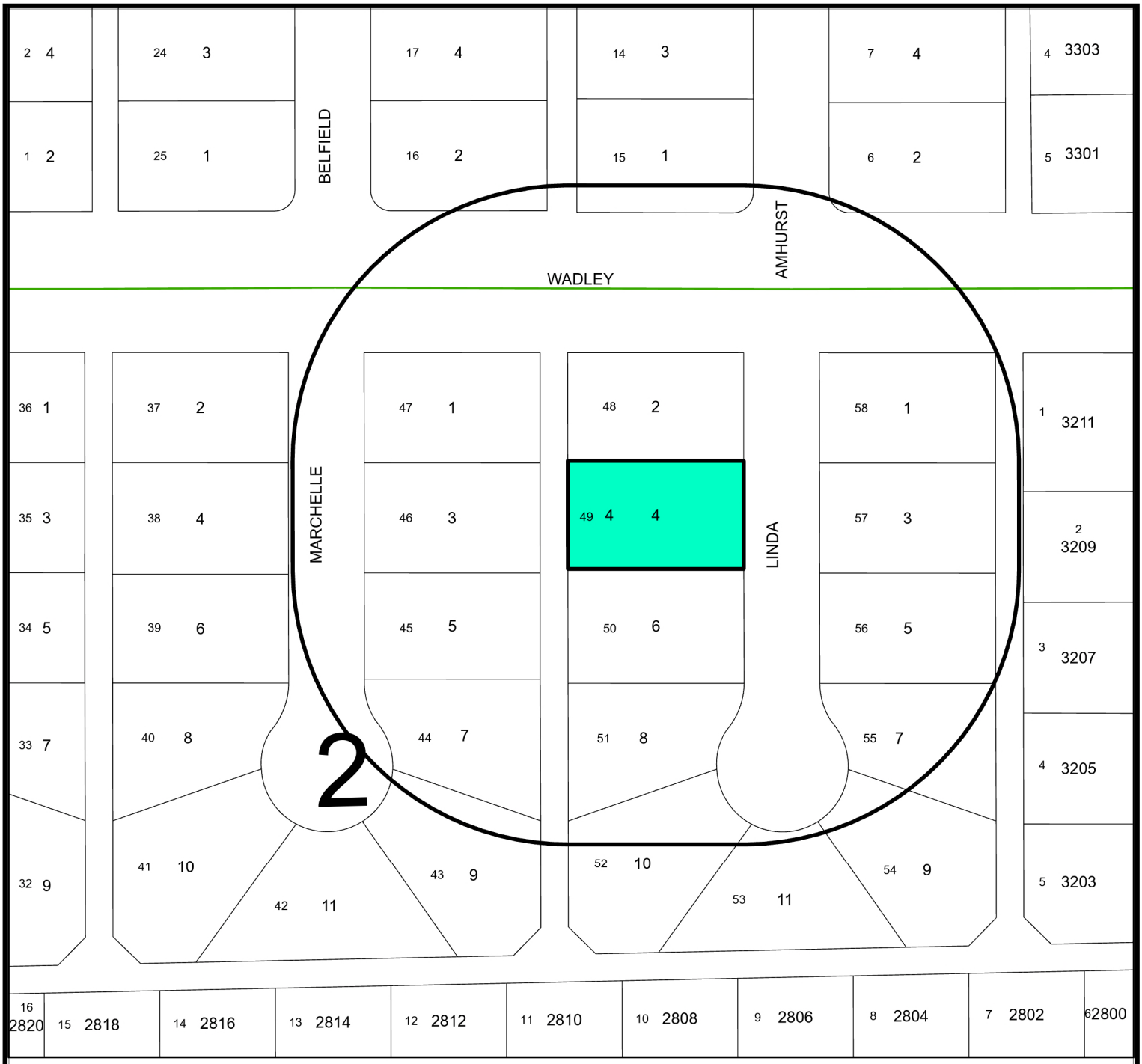
Letters of Objection:

Staff has not received any letters of objection as of July 10, 2026.

Attachments:
A. E-26-0161, Combined Docs
B. ORD W EXH - E-26-0161.Brandon Schumann - Red Min Rear Yard Setback & Bldg Separation
C. CC - - E-26-0161, Special Exception

Angelina Bettanini, Development Services	Created/Initiated - 7/10/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/14/2026
Jose Ortiz, City Manager	Approved - 7/15/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026


N
4 LINDA CT
18.7
18.9
RESIDENCE
37.2
128.0
66.3
25.0
20.4
YARD
EXISTING BLOCK FENCE
21.4
5' o/s
40.0
CONC DRIVEWAY
OH DOOR
24.0
Proposed New Building
78.5'
20' ALLEY
PROPOSED 24'x40' METAL BLDG.
12' HEIGHT W/ GUTTERS DRAIN INTO YARD, NOT ALLEY
OVERHED DOOR TO DRIVE WAY
NO ALLEY ENTRY TO BLDG.
- SETBACK LINES
- PROPERTY LINES



Location Map

E-26-0161 **Scale: 1" = 104 '**

Consider a request by Brandon Schumann for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit (1) a reduced minimum rear yard setback, and (2) a reduced minimum building separation distance on Lot 49, Block 2, Fannin Terrace Addition, Section 5 Replat, City and County of Midland, Texas.

Generally located on the west side of Linda Court, approximately 85 feet south of West Wadley Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

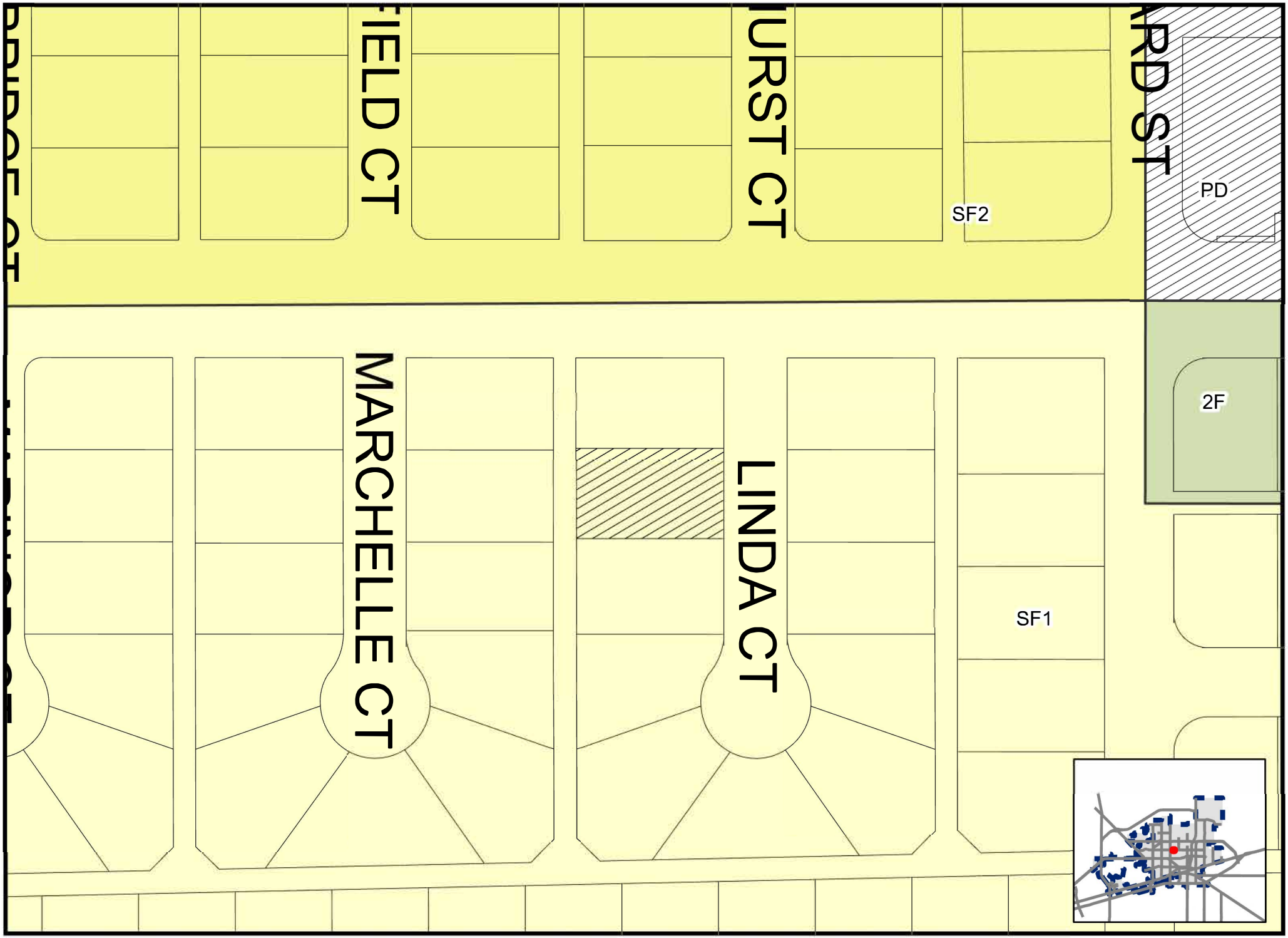
City of Midland, Texas
Planning Division

Map by AB

©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.



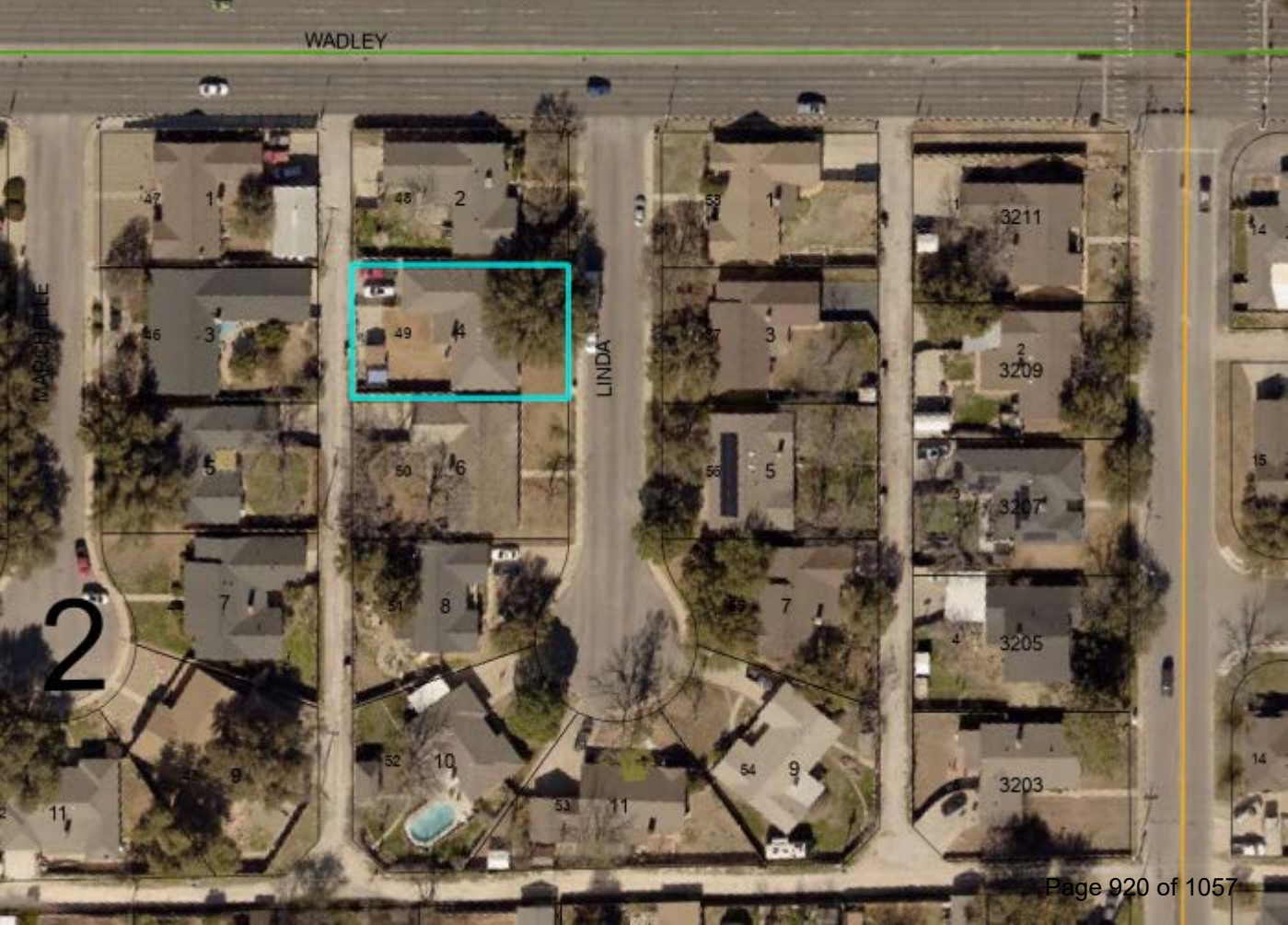
Created: 6/16/2026

E-26-0161

Scale: 1" = 104 '

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 DATA


WADLEY
MARGUERITE
LINDA
3211
3209
3207
3205
3203
2


CHEVROLET

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 49, BLOCK 2, FANNIN TERRACE ADDITION, SECTION 5 REPLAT, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF LINDA COURT, APPROXIMATELY 85 FEET SOUTH OF WEST WADLEY AVENUE), BY PERMITTING (1) A REDUCED MINIMUM REAR YARD SETBACK AND (2) A REDUCED MINIMUM BUILDING SEPARATION DISTANCE BETWEEN AN ACCESSORY BUILDING AND THE PRINCIPAL BUILDING; 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 49, Block 2, Fannin Terrace Addition, Section 5 Replat, City and County of Midland, Texas. Said special exception shall allow (1) a reduced minimum rear yard setback and (2) a reduced minimum building separation distance between an accessory building and the principal building.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the reduced minimum rear yard setback and the reduced minimum building separation distance described herein shall apply only to the building identified as the "Proposed New Building" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

B. That the minimum rear yard setback shall be zero feet (0').

C. That the building identified as "Proposed New Addition" in the site plan shall be separated from the principal building by a minimum of eight feet (8').

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

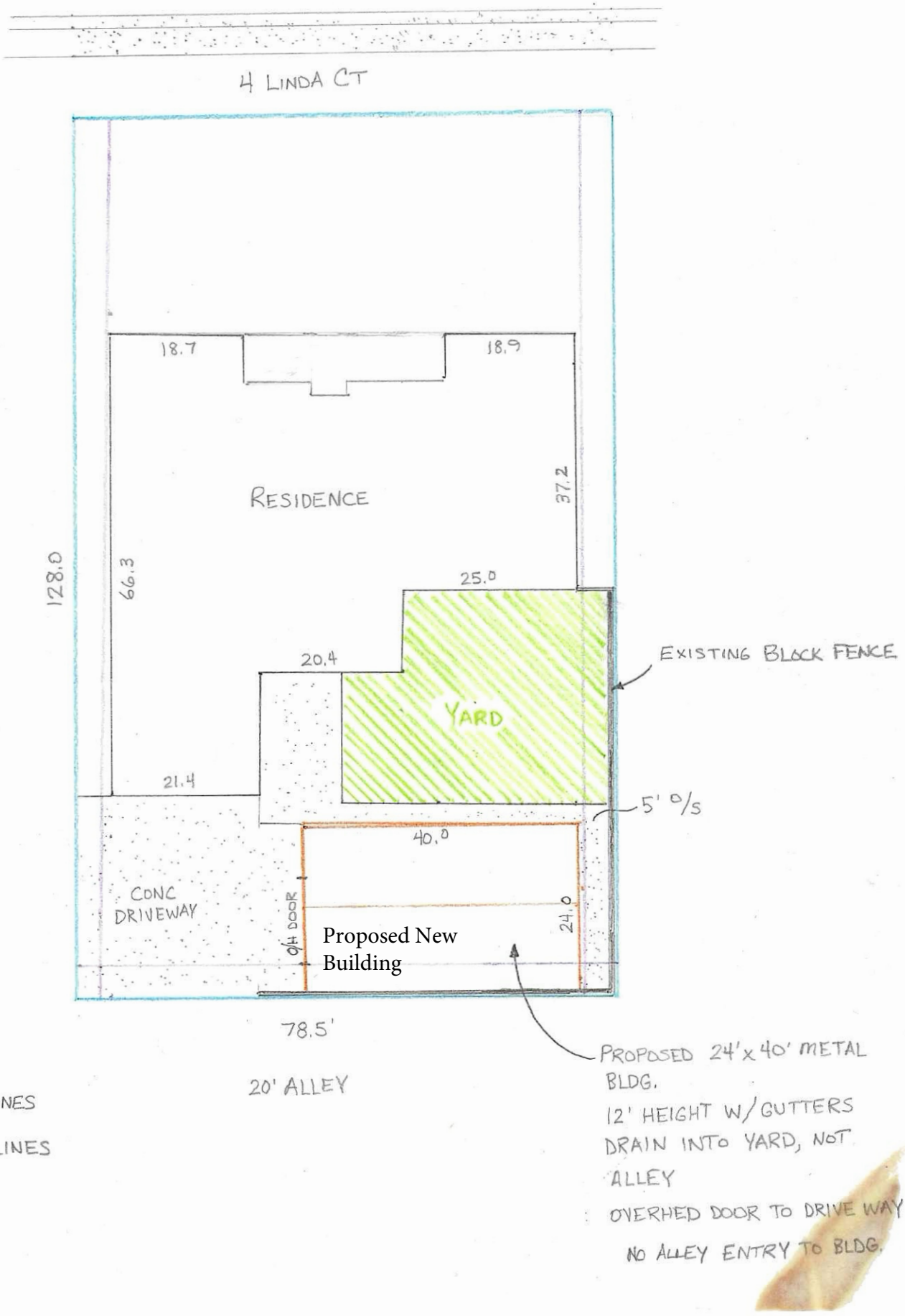
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

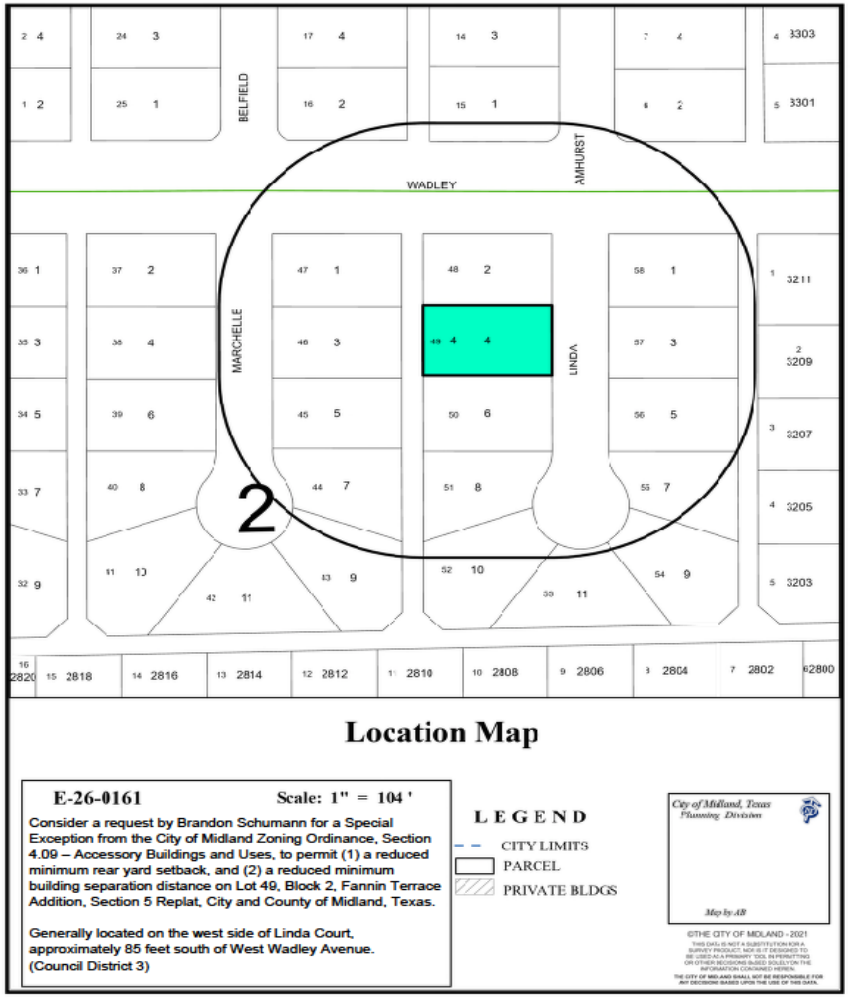
EXHIBIT A


N
4 LINDA CT
18.7
18.9
RESIDENCE
37.2
128.0
66.3
25.0
20.4
EXISTING BLOCK FENCE
YARD
21.4
5' o/s
40.0
CONC DRIVEWAY
OH DOOR
24.0
Proposed New Building
78.5'
20' ALLEY
PROPOSED 24'x40' METAL BLDG.
12' HEIGHT W/GUTTERS
DRAIN INTO YARD, NOT ALLEY
OVERHED DOOR TO DRIVE WAY
NO ALLEY ENTRY TO BLDG.
- SETBACK LINES
- PROPERTY LINES


MIDLAND
Be the Energy!
ITEM
SPECIAL EXCEPTION
4 LINDA COURT
Visit Our Website
MIDLANDTEXAS.GOV

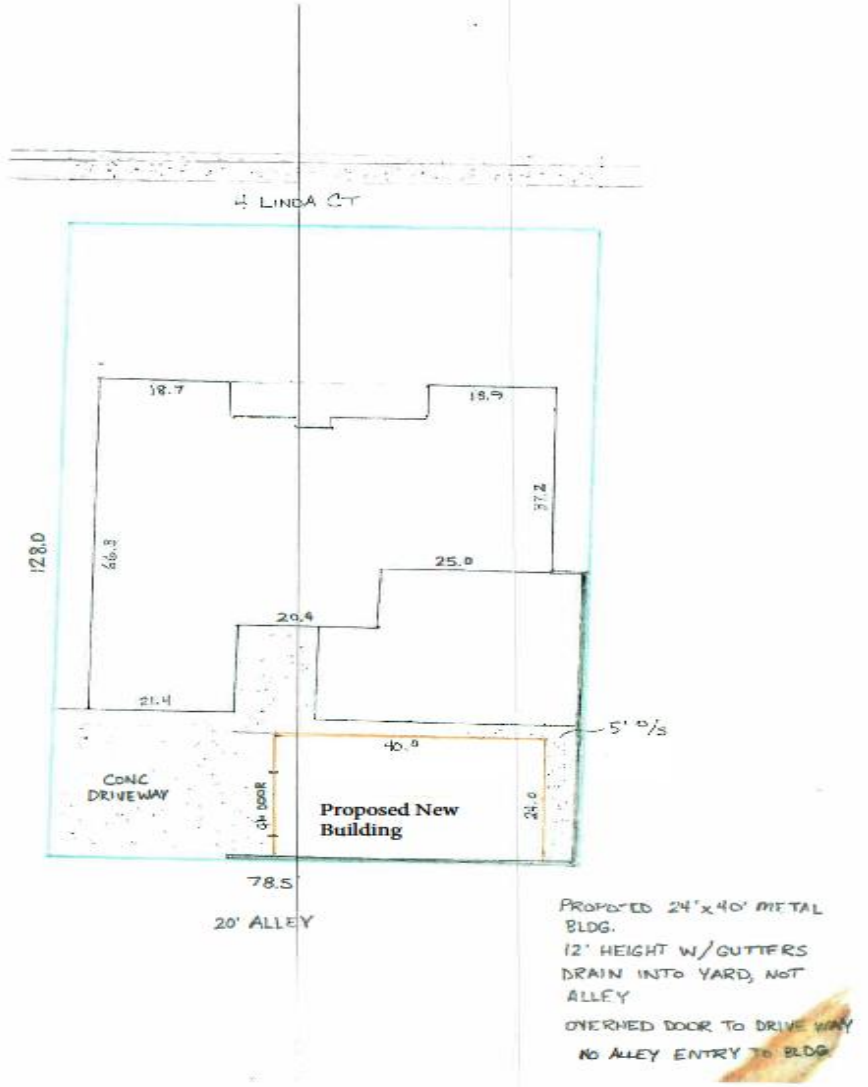
APPLICATION SUMMARY

- **Applicant/Property Owner:** Brandon Schumann
- **Location:** 4 Linda Ct (Council District 3)
- **Reason for Request:** For a reduced minimum rear setback and building separation distance



DETAILS OF REQUEST

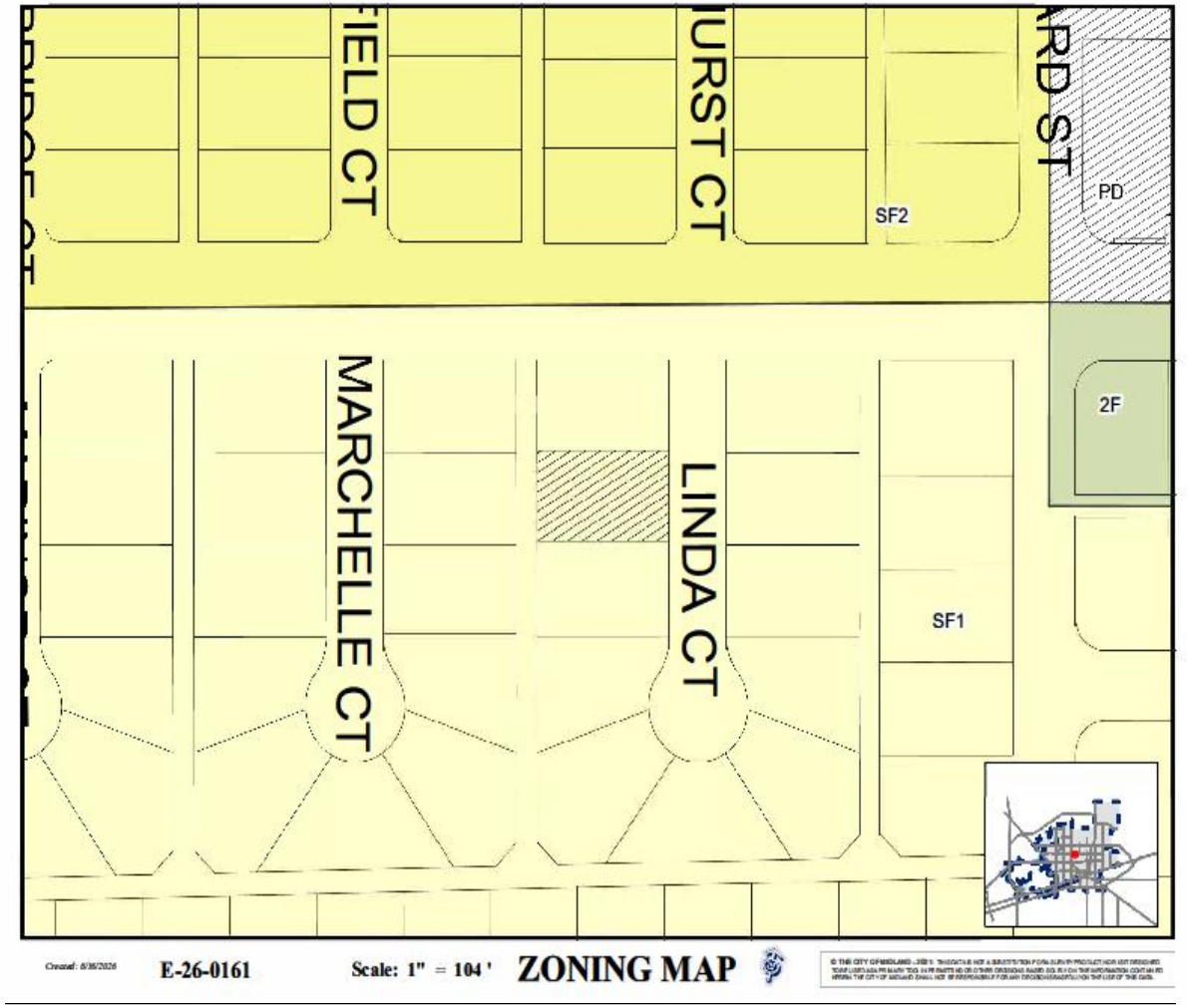
- **Code Requirement:** The minimum side setbacks for the SF-2, Single-Family Dwelling District is 5 feet per Section 5.04-Residential Zoning District Dimensional Regulations Chart and a minimum building separation of 10 feet.
- **Variance Requested:** 5 feet setback and 2 feet separation



MIDLAND Be the Energy!

ZONING

- **Current Zoning:** SF-1. Single-Family Dwelling District
- **Surrounding Zoning:**
  - **Nort/East/South/West:** SF-1, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Single-Family Housing
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing



MIDLAND
Be the Energy!



On Linda Court, Looking West

6

MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- Staff **recommends approval** of this request with the following conditions:

A. That the reduced minimum rear yard setback and the reduced minimum building separation distance described herein shall apply only to the building identified as the "Proposed New Building" in the site plan, which is attached hereto as Exhibit A and incorporated herein.
B. That the minimum rear yard setback shall be zero feet (0').
C. That the building identified as "Proposed New Addition" in the site plan shall be separated from the principal building by a minimum of eight feet (8').



MISSION

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



City Council Meeting

Item Number: 37.
Meeting Date: July 21, 2026
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE SOUTH 80 FEET OF LOT 19 AND ALL OF LOT 20, BLOCK 125, WILSHIRE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF NORTH EISENHOWER DRIVE AND EDGEWOOD DRIVE), WHICH IS PRESENTLY ZONED SF-2, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:
The applicant, Amy Coleman, is requesting a Specific Use Permit without Term, for an accessory dwelling unit at 201 North Eisenehower.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

SF-2, Single-Family Dwelling District

Surrounding Zoning and Land Use:

The subject property is zoned for residential use and is surrounded by an established residential neighborhood within the SF-2, Single-Family Dwelling District.
Analysis:
The subject property is located at 201 North Eisenhower currently has a single-family dwelling residence with an existing accessory building. The applicant, Amy Coleman , is requesting to add onto and convert the accessory structure into an accessory dwelling unit to be used for her mother. The total building footprint for the accessory dwelling unit is approximately 800 square feet.
Per City of Midland Zoning Ordinance, Section 4.03, Use Chart, an accessory dwelling unit is permitted in this zoning district upon approval of a specific use designation
The Accessory Dwelling Unit needs to comply with the standards listed in Section 4.09 Accessory Building and Uses, Section C of the Zoning Ordinances.

C. Accessory Dwelling Units and Use Limitations

a. Accessory Dwelling Units shall not be leased or rented.

b. The living area of an Accessory Dwelling Unit shall not exceed 1,000 square feet or 30 percent of the area of the principal residence, whichever is less.

c. Only one Accessory Dwelling Unit shall be allowed on any individual tract of land.

d. A mobile home, travel trailer, or recreational vehicle shall not be used as a detached Accessory Dwelling Unit.

e. The total number of people who live on the property, including the principal residence and the Accessory Dwelling that, shall not exceed that of a “Family” as defined in the zoning ordinance.

The property is designated as Urban Residential – Medium (UR-M). The UR-M designation calls for a mix of housing styles including single-family detached, single-family attached, and townhouses. This request is compatible with the Tall City Tomorrow Plan, Chapter 3, An Integrated Land Use Vision, Principle 4, “Land use policies and regulations should support diverse housing choices.” (Tall City Tomorrow, Page 47).
This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No fire code concerns identified at this time; all applicable building, fire, and life safety code requirements shall be met prior to occupancy.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

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. Fire separations also must be adhered to regarding the separation of structures to prevent flame spread. This is separate from setbacks and is dictated by the 2018 International Residential Code. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Planning:

This request meets all requirements. Therefore, staff recommends approval of the request for the Specific Use Designation without Term for an Accessory Dwelling Unit, subject to the conditions below.

Conditions:

A. That the use and development of the Property for the Unit shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, said Unit being the building identified in Exhibit A as an "ADU."

B. That the total number of people who live on the Property, including the principal residence and the Unit, shall not exceed that of a "family", as such term is
defined in Section 11-1-2.01 of the City Code.

C. That the floor area of the Unit shall not exceed 800 square feet.

D. That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.

E. That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.

F. That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

G. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas, as notice to any subsequent purchaser of this

property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.

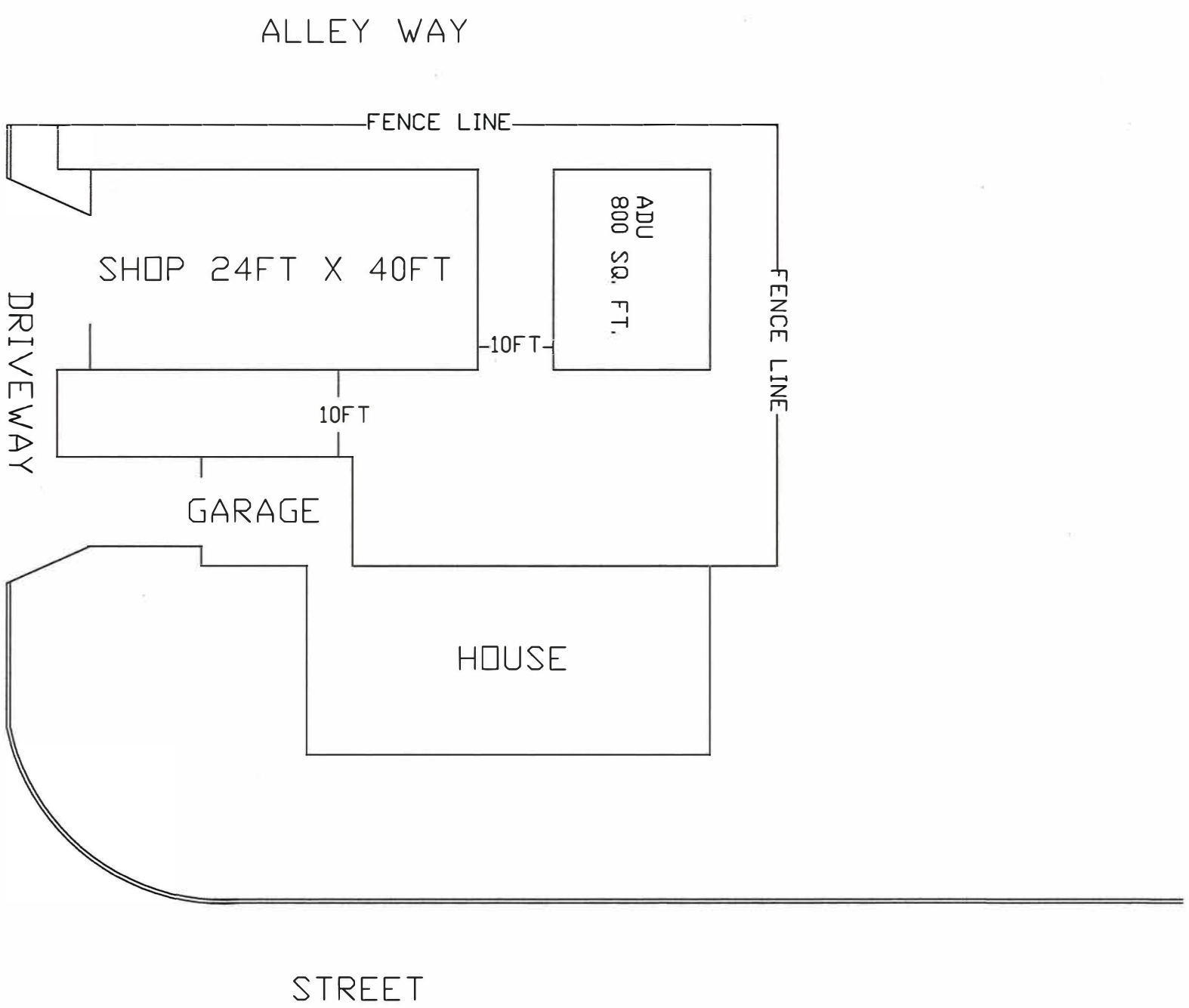
Letters of Objection:

As of July 10, 2026, staff has received no letters of objection.

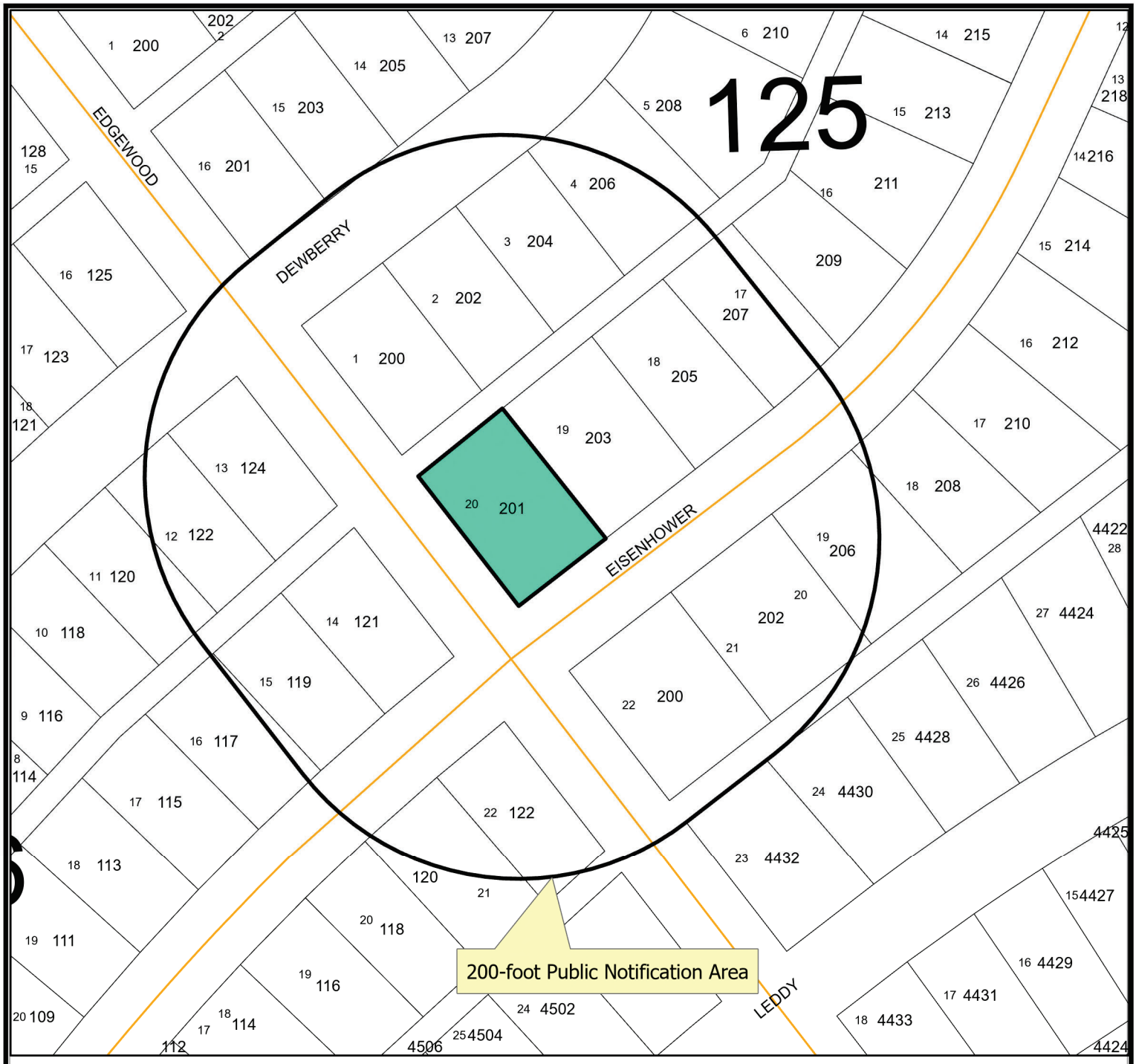
Attachments:

A. SUDwo-26-0056, Combined Docs
B. ORD w EXH - SUDwo-26-0056.Amy Coleman - Accessory Dwelling Unit Ord w Exh
C. CC - - 201 N Eisenhower AUD

Angelina Bettanini, Development Services	Created/Initiated - 7/10/2026
Landon Ochoa, Development Services	Approved - 7/10/2026
Elizabeth Triggs, Development Services	Approved - 7/10/2026
Christy Weakland, Finance	Approved - 7/13/2026
Linda Ochoa, Legal	Approved - 7/14/2026
Morris Williams, City Manager	Approved - 7/14/2026
Jose Ortiz, City Manager	Approved - 7/15/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026



201 N EISENHOWER



Location Map

SUDwo-26-0056 **Scale: 1" = 104 '**

Consider a request by Amy Coleman for a Specific Use Designation without Term for an Accessory Dwelling Unit on the south 80 feet of Lot 19 and all of Lot 20, Block 125, Willshire Park Addition, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of North Eisenhower Drive and Edgewood Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

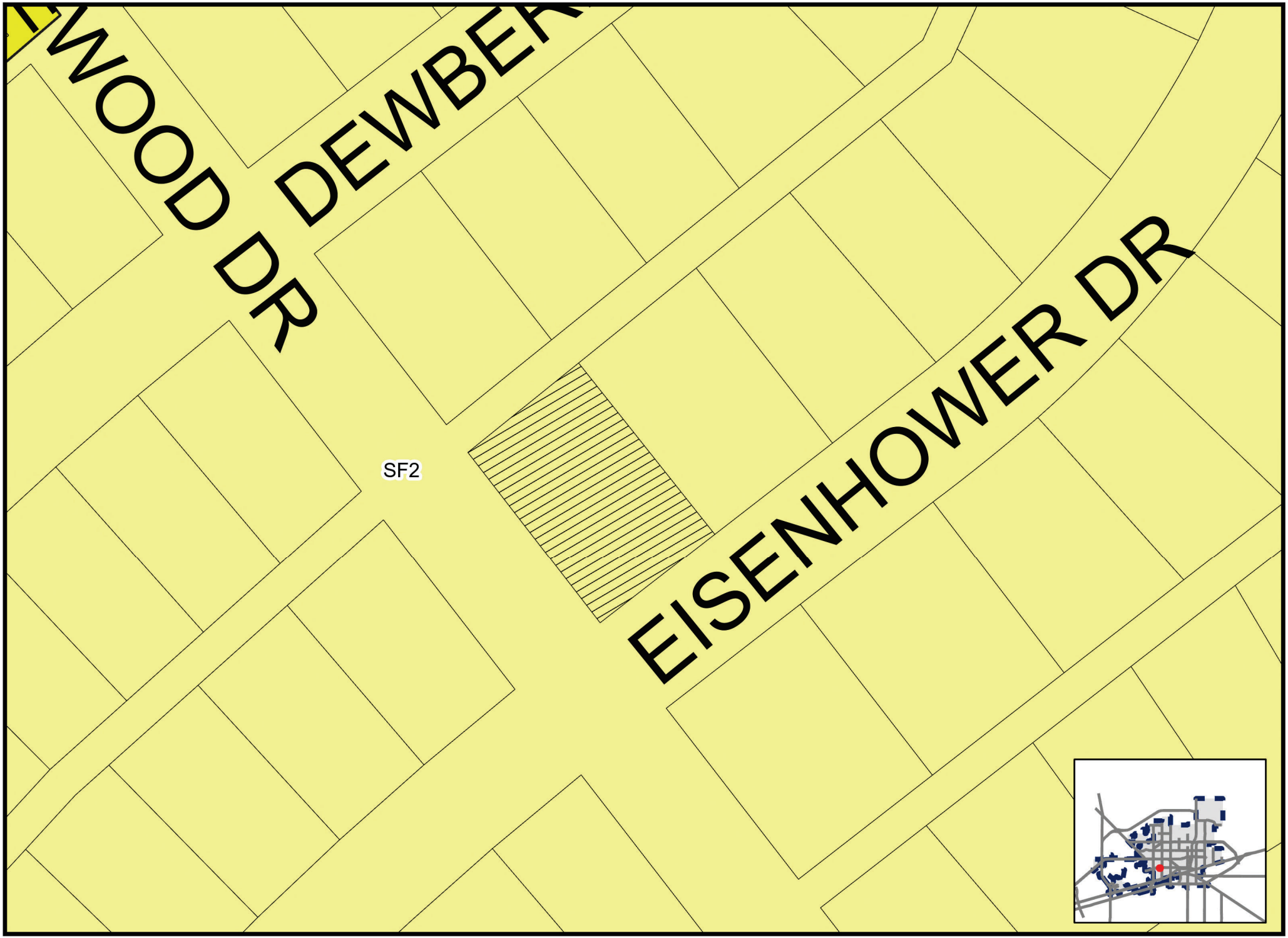
City of Midland, Texas
Planning Division

Map by AB

©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.



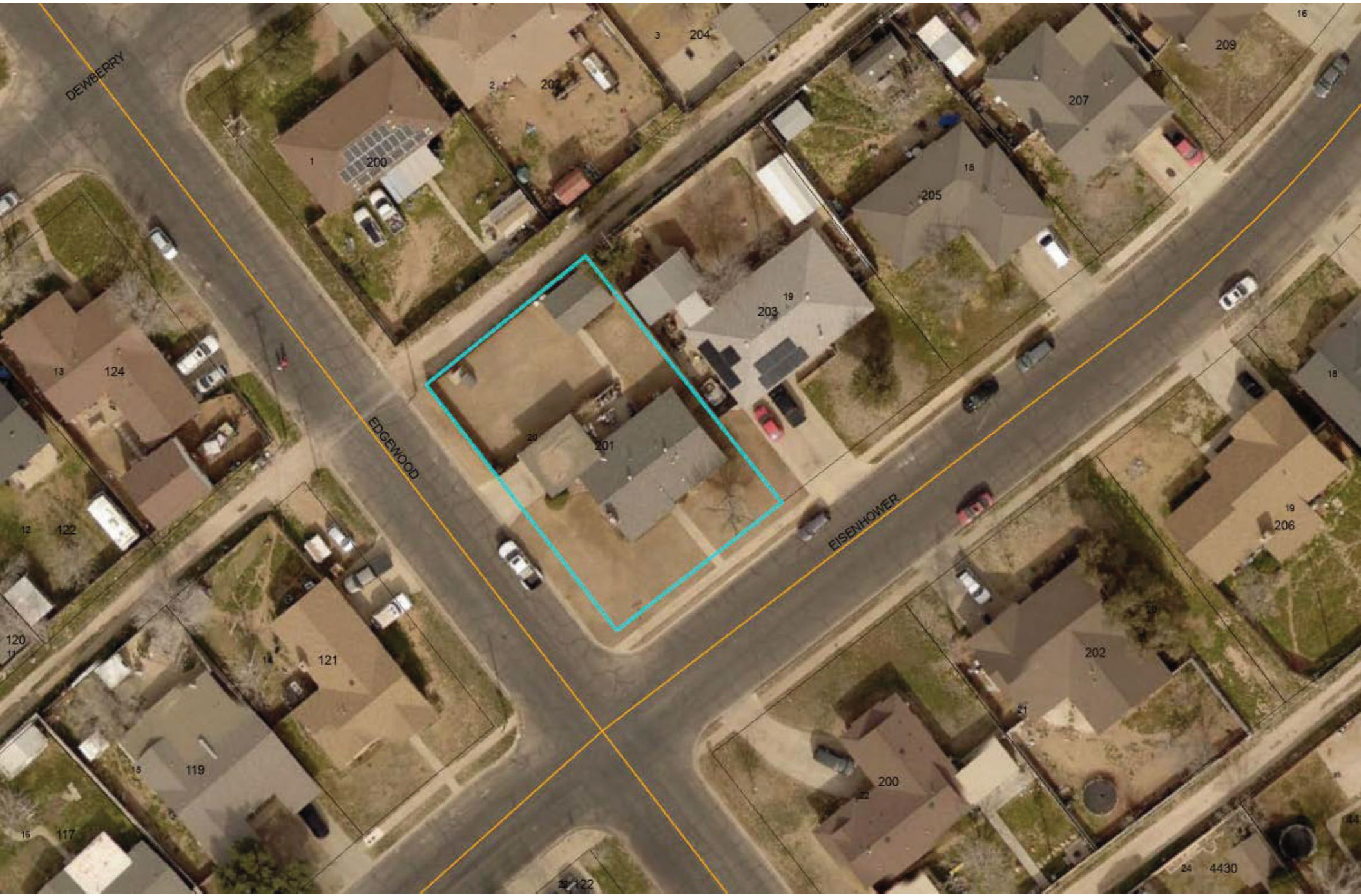
Created: 6/16/2026

SUDwo-26-0056

Scale: 1" = 67 '

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


DEWBERRY
EDGEWOOD
EISENHOWER
200
201
202
203
204
205
207
209
124
122
121
120
119
117
206
4430


201

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR THE SOUTH 80 FEET OF LOT 19 AND ALL OF LOT 20, BLOCK 125, WILSHIRE PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF THE INTERSECTION OF NORTH EISENHOWER DRIVE AND EDGEWOOD DRIVE), WHICH IS PRESENTLY ZONED SF-2, SINGLE-FAMILY DWELLING DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AN ACCESSORY DWELLING UNIT; 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); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

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 Without Term for the south 80 feet of Lot 19 and all of Lot 20, Block 125, Wilshire Park 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 Without Term for an accessory dwelling unit (the "Unit"), together with the uses permitted in the present SF-2, Single-Family Dwelling District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property for the Unit shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, said Unit being the building identified in Exhibit A as an "ADU."

B. That the total number of people who live on the Property, including the principal residence and the Unit, shall not exceed that of a "family", as such term is defined in Section 11-1-2.01 of the City Code.

C. That the floor area of the Unit shall not exceed 800 square feet.

D. That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.

E. That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.

F. That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

G. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas, as notice to any subsequent purchaser of this property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.

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

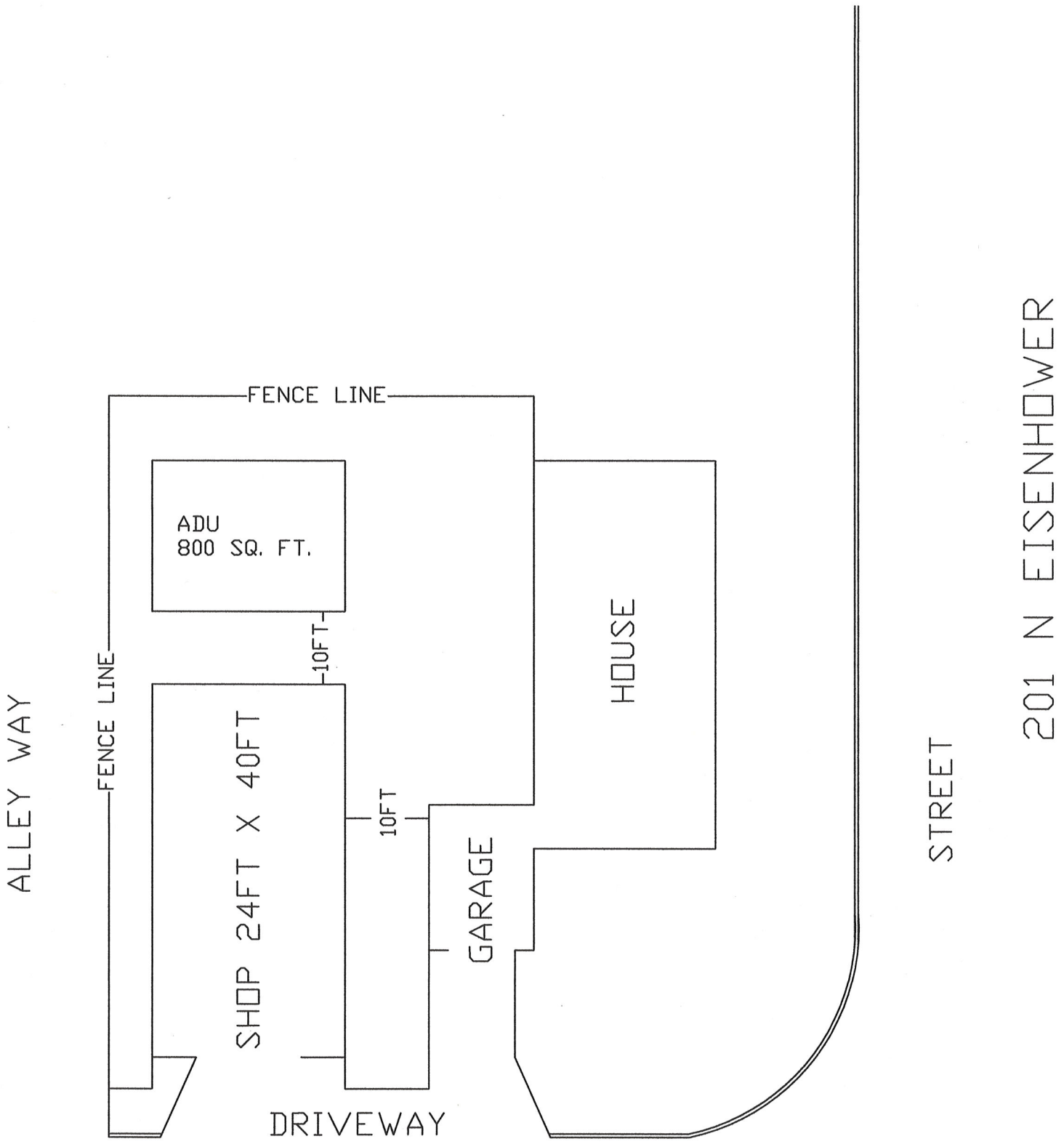
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

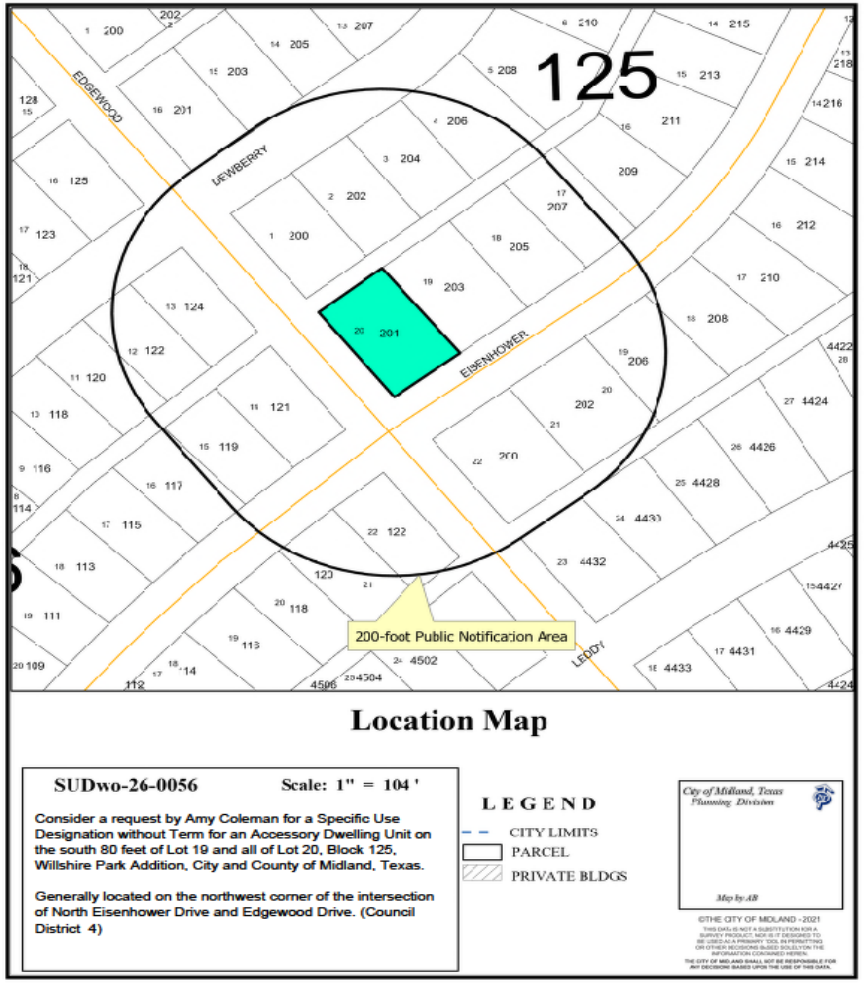
EXHIBIT A


ALLEY WAY
FENCE LINE
FENCE LINE
ADU
800 SQ. FT.
10FT
SHOP 24FT X 40FT
10FT
GARAGE
HOUSE
DRIVEWAY
STREET
201 N EISENHOWER


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
201 N EISENHOWER
Visit Our Website
MIDLANDTEXAS.GOV

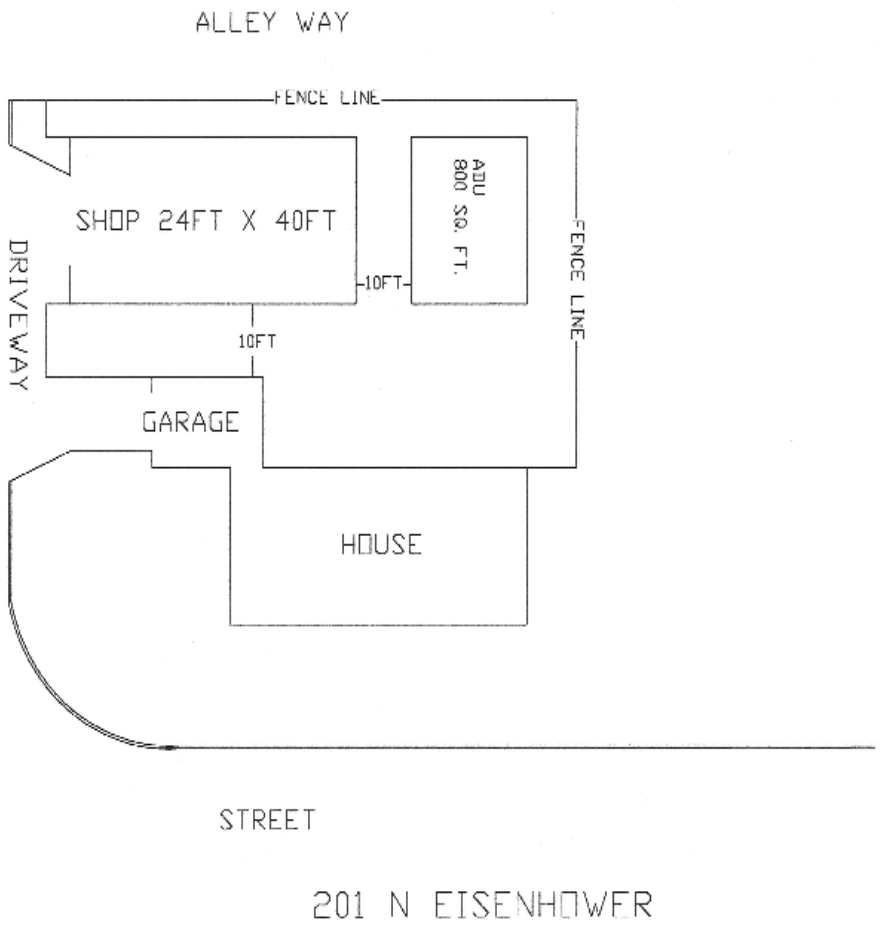
APPLICATION SUMMARY

- **Property Owner:** Amy Coleman
- **Location:** 201 North Eisenhower Drive (Council District 4)
- **Reason for Request:** To be able to upgrade the accessory building to an accessory dwelling unit



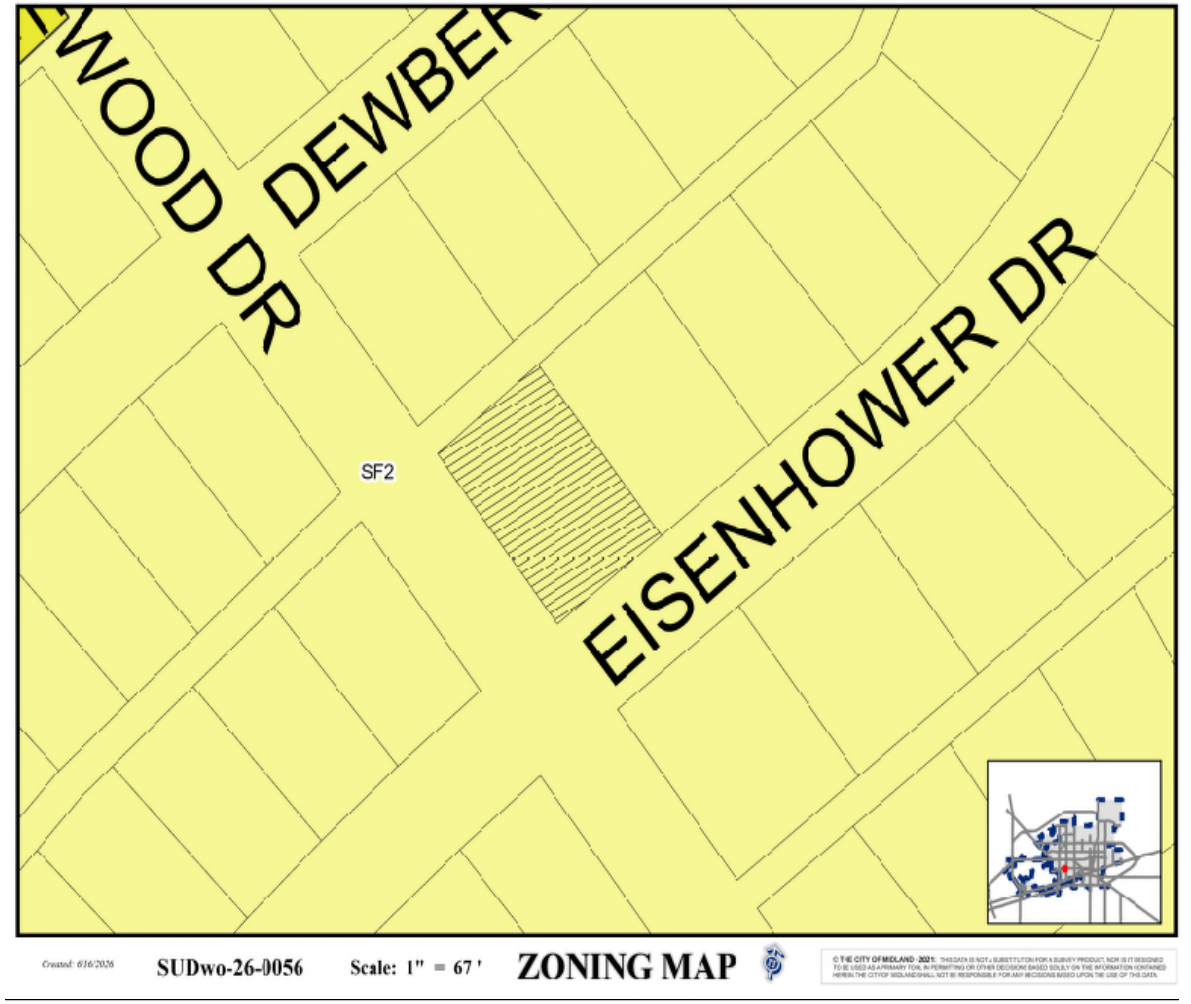
DETAILS OF REQUEST

- Property owner is requesting to convert her detached accessory structure into a mother-in-law suite to provide a space for family requiring care.



ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District
  Surrounding Zoning:
  - **North/East/South/West:** SF-2, Single- Family Dwelling District



LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
  - **North/South/West/East:** Residential





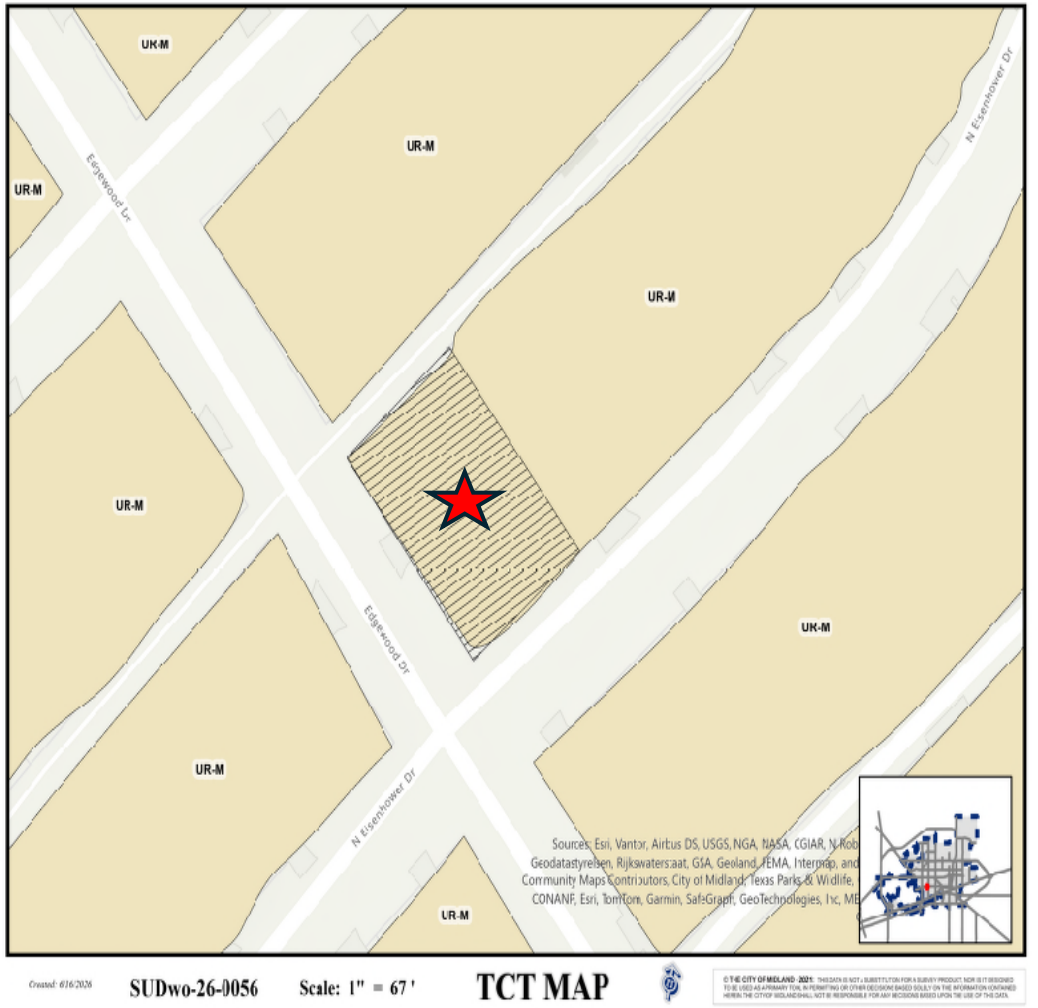
On North Eisenhower, Looking West

6

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential – Medium (UR-M)
- **Supported Uses:** A mix of housing styles including single-family detached, single-family attached, and townhouses.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the use and development of the Property for the Specific Use Designation shall significantly conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes said Unit being the building identified in Exhibit A as an "ADU."[Condition per ordinance]



STAFF'S RECOMMENDATION

B. The total number of people, who live on the Property, including the principal residence and the Unit, shall not exceed that of a "Family" as such term is defined in Section 11-1-2.01 of the City Code.

C. That the floor area of the Unit shall not exceed 800 square feet.

D. That the Unit shall not be leased or rented as a separate dwelling unit and shall not be used for any commercial purpose.



STAFF'S RECOMMENDATION

E. That the Unit shall meet all requirements of the Fire Department and the Code Administration Division.

F. That the owner of the Property, or an authorized representative thereof, shall obtain a Certificate of Occupancy prior to using the Unit to ensure that the conditions of this Specific Use Designation Without Term are satisfied.



STAFF'S RECOMMENDATION

G. That the Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the Count Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas as notice to any subsequent purchaser of this property that the Unit shall not be leased or rented as a separate dwelling unit or used for any commercial purpose.



11

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: July 21, 2026
To: City Council
From: Sara Harris, Executive Director | Midland Development Corporation
Subject: MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND AST & SCIENCE, LLC

Purpose:
The Board of Directors of the Midland Development Corporation will consider at a special meeting on July 20, 2026 a resolution approving an economic development agreement with AST & Science, LLC.

Recommended Action:
Approve

Fiscal Impact:
$66,000,000.00

Strategic Priority:
STRONG ECONOMY WITH MORE QUALITY JOBS

Discussion:
AST Expansion

- New 400,000+ sq. ft. satellite manufacturing and production facility at the Midland Spaceport Business Park
- Positions Midland as a national hub for space, defense, and next-generation communications technology
- Expands Midland's aerospace and advanced manufacturing economy
- Creates long-term economic diversification beyond oil and gas

Project Scale

- 1,800 direct high-skill jobs
- $144M annual payroll

- $150M taxable capital investment
- Nearly 4,000 total supported regional jobs
- Estimated $1B annual regional GDP impact

Performance-Based Incentives with Strong Accountability

Incentives Are Earned — Not Guaranteed

- Incentives are directly tied to:
- Job creation
- Payroll growth & maintenance
- Capital investment
- Ongoing operational performance

Accountability Measures

- Incentive payments will be reduced, withheld, or repaid if performance targets are not achieved
- Incentives are distributed over time only as milestones are met
- Incentives are proportionate to the economic impact created

Agreement Structure

Up to $66M total incentive package over 30 years

- **Includes:**
- $16M ground lease reimbursement returned to the City of Midland
- Annual performance incentive payments capped at $3.3M per fiscal year

No Property Tax Incentives

- No property tax abatements or tax incentives are included
- All Midland taxing entities will receive full taxable value from the project immediately

Attachments:

A. ED Agreement_AST Science LLC (002)

Sara Harris, City Manager	Created/Initiated - 7/14/2026
Christy Weakland, Finance	Approved - 7/15/2026
Linda Ochoa, Legal	Approved - 7/15/2026
Jose Ortiz, City Manager	Approved - 7/15/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH AST & SCIENCE, LLC; AND AUTHORIZING PAYMENT

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of an economic development agreement with AST & Science, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized to execute and attest, respectively, on behalf of the Midland Development Corporation, an economic development agreement with AST & Science, LLC. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the Executive Director of the Midland Development Corporation, or her designee, is hereby authorized and directed to administer all the Midland Development Corporation's obligations under said agreement, including the issuance of all written notices and confirmations due thereunder.

SECTION THREE. That the Comptroller for the City of Midland is hereby authorized and directed to issue payment(s) to AST & Science, LLC in accordance with the terms of said agreement from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation or her designee.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2026, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

_____

BRAD BULLOCK,
Chairman of the Midland
Development Corporation

ATTEST:

_____

GARRETT DONNELLY,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

_____

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the MIDLAND DEVELOPMENT CORPORATION ("*MDC*"), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and AST & SCIENCE, LLC, a Delaware limited liability company ("*Company*").

I.
Recitals

A. Company is currently headquartered at the office and hangar facility located at 2901 Enterprise Lane, Midland, Texas 79706, and is in the business of building the first and only cellular broadband network in space designed to be accessible directly by smartphones for commercial use, and other applications for government use utilizing its extensive intellectual property and patent portfolio.

B. The City of Midland, Texas (the "*City*") owns certain real property described as an approximate 23.107-acre tract out of Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas.

C. As a condition to the effectiveness of this Agreement, Company intends to enter into an agreement with the City to lease the Leased Premises (as defined below) for the purpose of establishing a new facility thereon (the "*Ground Lease*").

D. MDC and Company desire to set forth the terms and conditions upon which incentives will be provided to Company as consideration for Company's and its Affiliates' performance of the following: (i) construction and operation of a new facility (the "*New Facility*") consisting of a minimum 400,000 square-foot building for satellite manufacturing and production on the Leased Premises; (ii) creation and maintenance of 1,600 FTEs (as defined below) and $128,000,000.00 in Annual Compensation Costs (as defined below) in the Facility Area (as defined below) by December 31, 2036; and (iii) investment of at least $100,000,000.00 in Facility and Equipment Costs (as defined below) by December 31, 2034, with an extension option whereby Company will be entitled to the Earned Capital Incentive Payments (as defined below) if Company (a) creates and maintains an additional 200 FTEs (for a total of at least 1,800 FTEs) and an additional $16,000,000.00 in Annual Compensation Costs (for a total of $144,000,000.00 in Annual Compensation Costs) in the Facility Area and (b) makes an additional investment of $50,000,000.00 in Facility and Equipment Costs (for a total investment of $150,000,000.00 in Facility and Equipment Costs) by December 31, 2038, all as more particularly set forth herein.

E. Company will exercise commercially reasonable efforts to advertise the availability of job openings in the City, and to provide information to employees about living within the City's corporate limits.

F. Company and its Affiliates have satisfied Company's jobs, payroll and investment obligations under the Previously Executed Agreements (as defined below), and Company has requested that the terms and certain obligations contained in the Previously Executed

Agreements be aligned with this Agreement, which covers jobs and investments in the Facility (defined below) including the New Facility through the term of this Agreement.

G. Company and MDC intend to execute amendments or modifications to the Previously Executed Agreements, including the termination of the security agreement related to the 2018 EDA (defined below) and Company and MDC shall work in good faith to obtain the consent or agreement of the City with respect to the above-described amendments and modifications to the Previously Executed Agreements.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and Company hereby agree as follows:

II.
Definitions

When used in this Agreement, capitalized terms not otherwise defined herein shall have the meanings set forth below:

A. "*2018 EDA*" is defined in the definition of Previously Executed Agreements.

B. "*2025 EDA*" is defined in the definition of Previously Executed Agreements.

C. "*Accelerated Investment Incentive*" is defined in Section V.B.3.

D. "*Affiliate*" means any entity controlling, controlled by, or under common control with AST & Science, LLC, including the parent company of Company (AST SpaceMobile, Inc.) and all subsidiaries of Company or the parent company of Company (including, without limitation, AST SpaceMobile, Inc.) and any successor thereto.

E. "*Annual Compensation Costs*" means the aggregate amount of compensation and benefits paid or incurred during the applicable calendar year with respect to individuals performing services for Company or its Affiliates in the Facility Area, whether such individuals are employed directly by Company or its Affiliates or are part of Company's or its Affiliates' contingent or supplemental workforce provided through a Labor Provider (as defined below). Annual Compensation Costs include base pay, wages, paid vacation, paid sick leave, bonuses, and benefits such as 401(k) and stock-option programs, associated matching contributions, and health insurance provided pursuant to the applicable employer's policies or practices. With respect to individuals who are part of the contingent or supplemental workforce, Annual Compensation Costs shall include amounts paid by Company or its Affiliates to a Labor Provider with respect to individuals performing services for Company or its Affiliates at or in connection with the Facility. Annual Compensation Costs shall be measured over the 12-month period beginning on January 1 and ending on December 31 of such year, and shall be calculated by summing all such amounts actually paid, disbursed, or incurred during the relevant calendar year and during the term of this Agreement. "Annual Compensation Costs" shall not include the above referenced costs attributable to "Full-Time Jobs" Company is required to pay under the Previously Executed Agreements.

F. "*Business*" means Company's and its Affiliates' commercial operations at the New Facility (as defined below), including the construction and operation of the New Facility on the Leased Premises.

G. "*Business Day*" means each day, Monday through Friday, except to the extent any day is a holiday recognized by the federal government of the United States or a state holiday recognized by the State of Texas.

H. "*Cessation*" is defined in Section VI.E.

I. "*Cessation Payment*" is defined in Section VI.E.

J. "*Compliance Year*" is defined in Section IV.D.

K. "*Default*" is defined in Section VII.

L. "*Design and Construction Documents*" is defined in Section IV.A.1.

M. "*Earned Capital Incentives Extension*" is defined in Section V.B.1.

N. "*Effective Date*" is defined in Section VIII.B.

O. "*Execution Date*" means July 22, 2026.

P. "*FAA Use Non-Default Item*" is defined in Section IX.

Q. "*Facility*" means, unless the context clearly requires, collectively, one or more of the New Facility, the "Property" (as defined in the 2018 EDA), and each other "Facility" as defined in each applicable Previously Executed Agreement (defined below) and other economic development agreements entered into by the parties from time to time, and each other facility operated by AST or its Affiliates in the Facility Area.

R. "*Facility and Equipment Costs*" is defined in Section IV.A.5.

S. "*Facility Area*" means the area commonly known as the Midland Spaceport Business Park, each other Facility, and any other area located within the corporate limits of the City as may be agreed to in writing by the parties from time to time.

T. *"Facility Non-Default Item"* is defined in Section IV.A.5.

U. *"Facility Transition Item"* is defined in Section VI.D.

V. "*Full-Time Equivalent*" or "*FTE*" means a unit for measuring employment (including employment obtained through a Labor Provider) based on hours worked or paid. One (1) FTE equals 1,820 hours per year of employment (including through a Labor Provider), including

paid hours for vacation, sick leave, earned time off, and other paid leave in accordance with Company and its Affiliates' policies and practices. An employee (including an individual staffed through a Labor Provider) who works or is paid for 1,820 hours or more during the applicable measurement period shall count as one (1) FTE. An employee (including an individual staffed through a Labor Provider) who works or is paid for fewer than 1,820 hours during the applicable measurement period shall count as a fraction of one (1) FTE, determined by dividing such employee's (including an individual staffed through a Labor Provider) hours worked or paid during the applicable measurement period by 1,820. By way of example only, an employee (including an individual staffed through a Labor Provider) working or paid for approximately 910 hours during the applicable measurement period shall count as 0.5 FTE.

W. "*Incentive Threshold*" is defined in Section VI.C.4.

X. "*Labor Provider*" means any third party listed in **Exhibit A** and engaged by Company to supply any one or more aerospace professionals, engineering professionals, or other skilled personnel to provide specialized skills and services to Company or its Affiliates for operations in the Facility Area, including, but not limited to research, development, design, engineering, manufacturing, assembly, integration, testing, validation, maintenance, repair, and related operational functions, or any other third party satisfying the conditions listed in this definition and who is approved by the MDC Chairman, whose approval shall not be unreasonably withheld, conditioned or delayed. **Exhibit A** is attached hereto and incorporated herein for all purposes.

Y. "*Leased Premises*" means that certain City-owned real property located on the northeast side of the intersection of Business Interstate 20 and La Force Boulevard and more particularly described as an approximate 23.107-acre tract out of Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, that Company desires to lease from City. The Leased Premises is more particularly described in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.

Z. *"Minimum Capital Payment"* is defined in Section VI.D.

AA. "*New Facility"* means a proposed minimum 400,000 square-foot building for satellite manufacturing and production on the Leased Premises.

BB. "*Non-Default Item*" is defined in Section VII.

CC. *"Payment Percentage"* is defined in Section VI.D.

DD. *"Previously Executed Agreements*" means those certain existing agreements between the parties consisting of: (i) that certain Economic Development Agreement (the "*2018 EDA*") dated November 21, 2018, as amended, concerning the relocation of Company's headquarters from Miami, Florida, to Midland Spaceport Business Park; (ii) that certain Sublease Agreement dated November 13, 2018, as amended, concerning Company's sublease of the office and hangar facility located at 2907 Enterprise Lane, Midland, Texas, from MDC; (iii) that certain Economic Development Agreement effective as of April 22, 2025, as amended, concerning the expansion of Company's operations to the facility located at 2908 Enterprise Lane, Midland,

Texas (the "*2025 EDA*"); and (iv) that certain Commercial Lease Agreement effective as of April 22, 2025, as amended, concerning Company's lease of the facility located at 2908 Enterprise Lane, Midland, Texas.

III.
Previously Executed Agreements

A. **Existence of Previously Executed Agreements**. The parties acknowledge the existence and validity of the Previously Executed Agreements. This Agreement shall not affect, alter, or modify the Previously Executed Agreements or the parties' respective obligations contained therein except as otherwise expressly set forth herein.

B. **Incentive Generation**. The parties expressly acknowledge and agree that (i) any additional generation by Company and its Affiliates of FTEs (or Full-Time Jobs, as such is defined in the Previously Executed Agreements) above those required in the Previously Executed Agreements, and (ii) any Facility and Equipment Costs in its operations of, on or related to any property that are incurred or paid following the Execution Date shall count towards FTEs and Facility and Equipment Costs that Company and its Affiliates are required to generate under this Agreement. The parties also acknowledge and agree that: (i) any costs incurred or paid by Company and its Affiliates with respect to their employees in the Facility Area, including base pay, wages, paid vacation, paid sick leave, bonuses, and benefits such as 401(k) and stock-option programs, associated matching contributions, and health insurance; and (ii) any costs incurred or paid by Company and its Affiliates to a Labor Provider with respect to individuals performing services for Company or its Affiliates in the Facility Area shall count towards Annual Compensation Costs required under this Agreement; provided, however, that such costs are not attributable to the Full-Time Jobs Company is required to create and maintain under the Previously Executed Agreements.

C. **Extension of Rental Reimbursements**. The parties shall work in good faith to amend or otherwise modify the 2018 EDA and the 2025 EDA, and use their best efforts to obtain the consent or agreement of the City with respect to the Sublease Agreement and the Commercial Lease Agreement and related lender waivers to align their respective terms and rental reimbursement provisions referenced therein with those contained in this Agreement.

IV.
Company Obligations

A. **Construction of Facility.** Company shall construct, or cause to be constructed, the New Facility on the Leased Premises at its sole cost and expense in accordance with the following requirements:

1. Design. Company shall submit or cause to be submitted to MDC a site plan, conceptual design documents, and design and construction documents for the New Facility that have been approved by City as contemplated in the Ground Lease, as may be amended by change orders (the "*Design and Construction Documents*").

2. Landscaping Obligation. Company shall, at its sole cost and expense, provide for, or cause to be provided for, the design, installation, and maintenance of landscaping improvements at and along the Leased Premises, including but not limited to trees, shrubs, groundcover, turf, irrigation systems, hardscape edging, and related appurtenances in a manner that is consistent in aesthetics, species selection, spacing, scale, density, materials, and quality with the existing landscaping installed along adjacent properties and public rights-of-way within the Spaceport Business Park. The timelines and installation and maintenance requirements associated with this landscaping obligation shall be further detailed in the Ground Lease.

3. Construction Commencement. On or before March 31, 2027 (the "*Commencement Date*"), Company shall commence or cause to be commenced the construction of the New Facility in accordance with the Design and Construction Documents, provided that Company shall be entitled to extend the Commencement Date to June 30, 2027 in the event it demonstrates a good faith need therefor.

4. Construction Completion. Company shall cause Substantial Completion of the New Facility by March 31, 2029 (or June 30, 2029 if the Commencement Date is extended). For purposes of this Agreement, "Substantial Completion" shall be deemed to have occurred upon the issuance of a temporary certificate of occupancy or certificate of occupancy for the New Facility, if sufficient to permit lawful occupancy of the New Facility for its intended use. In the event Substantial Completion has not occurred by March 31, 2029 (or June 30, 2029 if the Commencement Date is extended), Company may request that MDC approve an extension of the Substantial Completion deadline (such extension not exceeding a period of six (6) months in any instance), provided that Company presents sufficient evidence of commercially reasonable causes of delay to MDC, which may include, but shall not be limited to, delays in permitting or other governmental approvals (other than any permit or approval issued or required by the City), utility delays, labor shortages, material shortages, supply chain disruptions, adverse weather conditions, unforeseen site conditions, delays caused by third parties outside of Company's reasonable control, or other similar circumstances affecting the timely Substantial Completion of the New Facility. MDC's decision as to whether to grant an extension under this Section shall not be unreasonably withheld, conditioned, or delayed. This extension is in addition to any extension due to force majeure as described below.

5. Facility and Equipment Costs. Company and its Affiliates shall invest or cause to be invested the aggregate minimum of One Hundred Million Dollars ($100,000,000.00) for the design, landscaping and construction of the New Facility and the purchase of fixtures, fittings, appliances, equipment, machinery, and vehicles of any kind to be primarily located or installed at the New Facility or otherwise installed or located on the Leased Premises or any other Facility, or installed or otherwise located on any property covered by the Previously Executed Agreements or any other facility covered by an economic development agreement between the parties from time to time (the "*Facility and Equipment Costs*"), and provide MDC with written certification thereof, by December 31, 2034. Notwithstanding the foregoing or any contrary provision contained herein, the "Facility and Equipment Costs" under this Agreement shall not include (i) the "Personal Property and Inventory" costs required under the 2025 EDA, (ii) the "Inventory" costs under the 2018 EDA, or (iii) any such costs incurred by Company or its Affiliates prior to the Execution Date.

6. Force Majeure. If Company or its Affiliates are delayed in performing any of the obligations set forth in Section IV.A.1-4 by a Force Majeure Event (as defined below), then Company shall be entitled to an equitable extension of time for the period of delay caused by such Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond Company's reasonable control that delays, interrupts, or prevents performance of the Work, including acts of God, flood, fire, earthquake, storm, unusually severe weather, epidemic, pandemic, war, terrorism, civil unrest, labor disputes, shortages or unavailability of labor, materials, equipment, or transportation, utility interruptions, governmental actions, laws, regulations, orders, permit delays, embargoes, and other similar events or circumstances beyond Company's reasonable control.

B. **FTE Obligation.** Exclusive of any similar Full-Time Job obligation contained in the Previously Executed Agreement, Company and its Affiliates shall create and/or maintain a minimum of 1,600 FTEs (of which 1,100 FTEs shall be created under this Agreement) and incur or pay a minimum of $128,000,000.00 in Annual Compensation Costs collectively in the Facility Area, all in accordance with the First Job Schedule contained in **Annex 1**, which is attached hereto and incorporated herein for all purposes.

The FTE creation obligation for any Compliance Year shall be deemed to be satisfied if the total number of FTEs created under this Agreement as of any Compliance Year is equal to or greater than the sum of the "net new jobs" for all Compliance Years through and including the applicable Compliance Year as shown on the applicable Job Schedule on **Annex 1**.

The FTE maintenance obligation for any Compliance Year shall be deemed to be satisfied if the difference between (i) the total number of FTEs at the Facility Area as of December 31 of the applicable Compliance Year, and (ii) 210, is equal to or greater than the number of "total jobs" for the applicable Compliance Year as shown on the applicable Job Schedule on **Annex 1**. By way of example, Company would satisfy the FTE maintenance requirement for Compliance Year 2027 if the total number of FTEs at the Facility Area as of December 31, 2027 is 910 (i.e., 910 FTEs – 210 FTEs = 700).

The Annual Compensation Costs obligation for any Compliance Year shall be deemed to be satisfied if the Annual Compensation Costs for the number of "total jobs" for the applicable Compliance Year are equal to or greater than the amount shown for such Compliance Year on the applicable Job Schedule on **Annex 1**.

C. **Quarterly Compliance Certifications.** Beginning with the calendar quarter ending September 30, 2026, and for every quarter thereafter during the term of this Agreement, Company shall certify to MDC, as described in Section X.D below, the following:

1. The total FTEs maintained in the Facility Area pursuant to this Agreement as of the last day of the quarter; and

2. The total invested amount of Facility and Equipment Costs, calculated as the aggregate of the total purchase price of each investment on the date of the investment, on a cumulative basis, as of the last day of the quarter.

Said quarterly compliance certifications shall be due to MDC no later than forty-five (45) days following the end of each quarter.

D. **Annual Compliance Certifications.** Beginning with the 2026 calendar year and for every subsequent calendar year thereafter during the term of this Agreement (each a "*Compliance Year*"), Company shall submit a compliance certification (each an "*Annual Certification*") to MDC as described in Section X.D below, containing the following information:

1. The (a) total "net new" FTEs created during the Compliance Year in the Facility Area, and (b) the total FTEs maintained in the Facility Area pursuant to this Agreement as of the last day of the Compliance Year;

2. The total Annual Compensation Costs for the Compliance Year;

3. The total invested amount of Facility and Equipment Costs, calculated as the aggregate of the total purchase price of each investment on the date of the investment, on a cumulative basis; and

4. A report of tangible personal property, equipment, and inventory owned by Company or its Affiliates that is located at the Facility as of the last day of the year, evidenced by tax statements issued by the Midland Central Appraisal District.

Every Annual Certification shall be accompanied by a separate certification completed by a licensed accountant stipulating that (i) the information contained in the Annual Certification is true and correct, and (ii) the information contained in the Annual Certification was derived using Generally Accepted Accounting Principles. Company shall submit each Annual Certification within sixty (60) days following the end of each Compliance Year (the "*Annual Certification Due Date*").

E. **Material Obligation.** Company's strict compliance with the requirements contained in this Section IV shall constitute a material obligation of this Agreement, provided, however that the parties expressly acknowledge and agree that minor reporting delays (i.e., delays not exceeding fifteen (15) days) shall not constitute a material noncompliance.

V.
MDC Obligations

A. **Ground Lease Reimbursement.** Beginning on the Effective Date (as defined below), and continuing for the first thirty (30) years of the Ground Lease term, MDC agrees to reimburse Company in cash for all rental payments due and paid to City pursuant to the Ground Lease, each time within thirty (30) days of MDC's receipt of Company's written request for reimbursement; provided, however, that MDC's cumulative reimbursement of said rental payments under Section V.A of this Agreement shall not exceed Sixteen Million Dollars ($16,000,000.00). The failure or delay of Company to request reimbursement shall not waive Company's right to reimbursement. Notwithstanding the foregoing, Company's or its Affiliates' election to prepay any rental payments due under the Ground Lease shall not operate to require MDC to accelerate any reimbursement of rental payments due under this Agreement. Company may elect to prepay any rental payments due to City under the Ground Lease; however, MDC's

obligation to reimburse Company for rental payments due under the Ground Lease shall be limited to only those rental payments that have actually come due and been paid by Company in accordance with the Ground Lease, and MDC shall have no obligation to reimburse Company for any prepaid amounts until such amounts would have otherwise been due and payable under the Ground Lease.

B. **Capital Incentives.** For each Compliance Year from 2027 through 2036 (the "*First Compliance Years*") in which Company (or its Affiliates) complies with all material obligations contained in Section IV (the parties expressly acknowledge and agree that minor reporting delays shall not constitute a material noncompliance), MDC shall pay to Company the amount of Three Million Dollars ($3,000,000.00) (each, a "*Capital Incentive Payment*") per Compliance Year; provided, however, that MDC's total Capital Incentive Payments for the First Compliance Years shall not exceed Thirty Million Dollars ($30,000,000.00). If MDC pays to Company the Capital Incentive Payments for Compliance Years 2027 and 2028 due to Company's and/or its Affiliates' creation and maintenance of FTEs in the Facility Area and satisfaction of the Annual Compensation Costs obligations for such Compliance Years, but Company and its Affiliates fail to cause Substantial Completion of the New Facility by March 31, 2029 (subject to any applicable extension(s) due to force majeure or otherwise referenced herein, including, but not limited to as a cause of an extension of the Commencement Date), then Company shall be deemed to have not earned the Capital Incentive Payments for such Compliance Years and shall promptly repay the Capital Incentive Payments for Compliance Years 2027 and 2028 within thirty (30) days following Company's receipt of written notice from MDC.

1. Earned Capital Incentives Extension. In the event Company and its Affiliates invest or cause to be invested a minimum of One Hundred Fifty Million Dollars ($150,000,000.00) in Facility and Equipment Costs (the "*Extension Investment Amount*"), then, for each Compliance Year from 2037 through 2042 (the "*Second Compliance Years*") that Company and its Affiliates create and maintain FTEs in the Facility Area and the minimum Annual Compensation Costs are incurred and paid in accordance with the Second Job Schedule in **Annex 1**, the "*Earned Capital Incentives Extension*" shall automatically be triggered without further notice or consent, and Company shall be entitled to and shall thereupon earn an Earned Capital Incentive Payment (as defined below) for each Compliance Year. In the event Company and its Affiliates do not invest the Extension Investment Amount on or before December 31, 2038, the Earned Capital Incentives Extension shall expire. For each Compliance Year that Company is entitled to the Earned Capital Incentives Extension, MDC shall pay to Company the amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars ($3,333,333.33) (each, an "*Earned Capital Incentive Payment*"); provided, however that MDC's total Earned Capital Incentive Payments to Company shall not exceed Twenty Million Dollars ($20,000,000.00). In the event that Company and its Affiliates maintain FTEs in the Facility Area and pay the minimum Annual Compensation Costs in at least the amounts set forth in the Second Job Schedule in **Annex 1** for the 2037 Compliance Year, but have not invested the Extension Investment Amount by the Annual Certification Due Date for the 2037 Compliance Year, MDC shall pay to Company the Earned Capital Incentive Payment for the 2037 Compliance Year within thirty (30) days of receipt of notice from Company that it and its Affiliates have invested the Extension Investment Amount (provided that the Earned Capital Incentives Extension has not yet expired). If MDC pays to Company the Earned Capital Incentive

Payment for the 2037 Compliance Year due to Company's and/or its Affiliates' creation and maintenance of FTEs in the Facility Area and satisfaction of the Annual Compensation Costs obligation for the 2037 Compliance Year, but Company and its Affiliates fail to invest or cause to be invested the Extension Investment Amount by December 31, 2038, then Company shall be deemed to have not earned the Earned Capital Incentives Extension and shall promptly repay the Earned Capital Incentive Payments for the 2037 Compliance Year within thirty (30) days following Company's receipt of written notice from MDC.

2. Payment Timing. Each Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, shall be paid in annual installments within thirty (30) days after MDC's receipt of the applicable Annual Certification for such Compliance Year (or within thirty (30) days of a Quarterly Certification if such Capital Incentive Payment or Earned Capital Incentive Payment is subject to an extension contemplated in this Agreement, as applicable). If, following MDC's receipt of the applicable Annual Certification for a Compliance Year (or Quarterly Certification due to the application of an extension contemplated in this Agreement), it is determined that Company or its Affiliates did not satisfy the applicable requirements for such Compliance Year, then MDC shall not be obligated to issue the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for such Compliance Year until Company certifies that it has satisfied such applicable requirements. Alternatively, if it is determined that Company or its Affiliates did not satisfy the applicable requirements for a Compliance year following MDC's payment of the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, Company shall repay to MDC, within thirty (30) days after written demand, the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, made by MDC with respect to such Compliance Year.

3. Accelerated Investment Incentive. If Company maintains a total of 2,060 Full-Time Jobs in any year and invests, or causes to be invested, One Hundred Sixty-Four Million Eight Hundred Thousand Dollars ($164,800,000.00) in Annual Compensation Costs on or before December 31, 2038, Company shall be eligible to apply to the MDC Board of Directors and the Midland City Council for the "*Accelerated Investment Incentive*." Company's eligibility to apply for the Accelerated Investment Incentive shall commence on March 31, 2034. Upon receipt of Company's application, the Executive Director and the City Manager shall place an item for consideration of the application on the next reasonably practicable public meeting agenda for the MDC Board of Directors and the Midland City Council, as applicable. At their respective public meetings, the MDC Board of Directors and the Midland City Council shall consider and determine whether to grant the Accelerated Investment Incentive to Company. If both bodies vote to approve the granting of the Accelerated Investment Incentive, MDC shall issue three payments to Company, each in the amount of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars ($3,333,333.33), over three consecutive Compliance Years beginning in the first Compliance Year following the Compliance Year in which MDC makes its final Earned Capital Incentive payment to Company. For the avoidance of doubt, the total value of the Accelerated Investment Incentive, if granted, shall not exceed Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine and 99/100 Dollars ($9,999,999.99), and MDC shall not be obligated to pay more than $3,333,333.33 in any single MDC fiscal year towards the Accelerated Investment Incentive.

Notwithstanding anything to the contrary contained herein, the determination as to whether to grant the Accelerated Investment Incentive to Company shall be in the sole and absolute discretion of the MDC Board of Directors and the Midland City Council. Company acknowledges and agrees that it shall have no entitlement to the Accelerated Investment Incentive unless both bodies approve the granting of the incentive, and that such approval may be withheld or denied for any or no reason. Company further acknowledges that it has not received, and is not relying upon, any promise, assurance, commitment, or representation from MDC, City, the MDC Board of Directors, the Midland City Council, or any officer, employee, or representative thereof regarding the granting of the Accelerated Investment Incentive. **AS A MATERIAL PART OF THIS AGREEMENT, COMPANY HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES MDC, CITY, AND THEIR RESPECTIVE DIRECTORS, COUNCIL MEMBERS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO THE DENIAL, WITHHOLDING, OR NON-APPROVAL OF THE ACCELERATED INVESTMENT INCENTIVE. COMPANY AGREES THAT ANY COSTS OR EXPENSES INCURRED BY IT FOR THE PURPOSE OF BECOMING ELIGIBLE TO APPLY FOR THE ACCELERATED INVESTMENT INCENTIVE ARE UNDERTAKEN SOLELY AT COMPANY'S OWN RISK AND DISCRETION, WITHOUT RELIANCE ON OR EXPECTATION OF RECEIVING THE ACCELERATED INVESTMENT INCENTIVE, AND COMPANY EXPRESSLY WAIVES ANY CLAIM RELATED TO SUCH COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO A PROMISSORY ESTOPPEL CLAIM.**

C. **Address for New Facility.** MDC shall use good faith efforts to assist Company with obtaining the address "888 Enterprise Lane" for the New Facility.

D. **Texas Skills Development Fund.** MDC shall use commercially reasonable efforts to support and advocate for Company's application for funds for job training assistance from the Texas Skills Development Fund.

MDC's obligations to Company shall be conditioned on Company's compliance with and fulfillment of all material obligations contained in this Agreement, subject to applicable notice and cure periods, except as otherwise set forth herein. All requests for reimbursement shall be made in writing by Company in accordance with Section XII.C below. The failure or delay of Company to request reimbursement shall not waive Company's right to reimbursement.

VI.
Remedies Upon Default or Failure to Achieve FTE/Annual Compensation Requirements

A. **Default; General Remedies.** If a Default exists under this Agreement, the non-defaulting party shall be entitled to any remedy which may be available to it at law or in equity, in addition to those rights and remedies specifically provided for in this Agreement and the Ground Lease.

B. **Construction of Facility; Company Default.** If Company fails to fulfill an obligation contained in Section IV.A.1-4 above and such failure continues following written notice thereof and an opportunity to cure as described in Section VII, then the following shall apply:

1. All reimbursements made by MDC to Company under Section V.A for Company's rental payments due to City pursuant to the Ground Lease shall, at MDC's option, immediately be repaid to MDC within thirty (30) days following Company's receipt of written notice of MDC's demand for repayment; and

2. MDC shall have no obligation to provide additional reimbursement for Company's rental payments due under the Ground Lease unless such Default is cured or waived by MDC.

C. **FTEs/Annual Compensation Costs.** If Company fails to fulfill an obligation contained in Section IV.B above and such failure continues following written notice thereof and an opportunity to cure as described in Section VII, no Default shall arise, and the following shall apply and shall be the sole and exclusive remedy of MDC under this Agreement with respect to any such Non-Default Item (defined below): (x) MDC may terminate this Agreement at its election with 90 days' prior written notice to Company, and (y) MDC may enforce the following Section VI.C:

1. Failure to Create and Maintain FTEs. In the event Company and its Affiliates fail to create and maintain FTEs in compliance with the applicable corresponding requirement set forth in the First Job Schedule or Second Job Schedule contained in **Annex 1** for any Compliance Year, then MDC shall be permanently relieved of its obligation to provide such Compliance Year's Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, in the same proportion that Company failed to create or maintain such FTEs if such payment has not yet been paid by MDC to Company. To the extent that such Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for any Compliance Year has already been paid by MDC to Company, and Company subsequently fails to maintain FTEs for such Compliance Year, then Company shall, at MDC's option, pay to MDC an amount equal to the proportional amount of the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, and without duplication, that Company failed to maintain FTEs for such Compliance Year, and, upon such payment, MDC shall be permanently relieved of any obligation to provide, reinstate, or restore such amount to Company. Furthermore, MDC shall have no obligation to provide Capital Incentive Payments or Earned Capital Incentive Payments, as applicable, for subsequent Compliance Years unless any such failure is cured.

2. Ground Lease Reimbursements. If Company or its Affiliates fail to maintain at least 1,200 FTEs or $96,000,000.00 in Annual Compensation Costs following Compliance Year 2036 through the term of the Agreement, MDC may withhold unearned reimbursement of Company's rental payments due under the Ground Lease, unless and until Company satisfies such 1,200 FTE maintenance and Annual Compensation Costs requirements.

3. Failure to Incur Annual Compensation Costs. Company's failure to incur or pay Annual Compensation Costs described in the First Job Schedule or Second Job Schedule contained in **Annex 1** in any Compliance Year shall result in the permanent and proportional reduction of MDC's Capital Incentive Payment or Earned Capital Incentive Payment, as applicable,

for such Compliance Year. For example purposes only, if Company certifies that it (i) has created and maintained FTEs for Compliance Year 2028 in accordance with the First Job Schedule in **Annex 1**, but (ii) has only incurred or paid $57,600,000.00 in Annual Compensation Costs for Compliance Year 2028 (which exceeds the Incentive Threshold described in Section VI.C.4 below), then MDC shall only be required to provide a Capital Incentive Payment of $2,400,000.00 for Compliance Year 2028. Furthermore, MDC shall have no obligation to provide Capital Incentive Payments for subsequent Compliance Years unless such failure is remedied. To the extent that such Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for any Compliance Year has already been paid by MDC to Company, and Company fails to maintain such Annual Compensation Costs, then Company shall, at MDC's option, pay to MDC an amount equal to the proportional amount of the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, and without duplication, that Company failed to maintain such Annual Compensation Costs for such Compliance Year, and, upon such payment, MDC shall be permanently relieved of any obligation to provide, reinstate, or restore such amount to Company.

4. Incentive Threshold. Notwithstanding the proportional reductions set forth in Sections VI.C.1 and VI.C.3 above, in order to receive any Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for a Compliance Year, Company and its Affiliates must both (a) create and maintain at least sixty percent (60%) of the corresponding aggregate net new job creation and total job maintenance requirements set forth in the First Job Schedule or Second Job Schedule contained in **Annex 1**, as applicable, and (b) incur or pay at least sixty percent (60%) of the corresponding Annual Compensation Costs requirement set forth in the applicable First Job Schedule or Second Job Schedule contained in **Annex 1** (collectively, the "*Incentive Threshold*"). If Company and its Affiliates fail to satisfy the Incentive Threshold for any Compliance Year, then, in lieu of any proportional reduction under Section VI.C.1 or VI.C.3, MDC shall be permanently relieved of its obligation to provide the Capital Incentive Payment or Earned Capital Incentive Payment, as applicable, for such Compliance Year in its entirety, and to the extent such payment for such Compliance Year has already been paid by MDC to Company, Company shall, at MDC's option, repay the full amount thereof within thirty (30) days following Company's receipt of written notice of MDC's demand for repayment.

D. **Facility and Equipment Costs.** In the event Company does not invest or cause to be invested the required minimum of $100,000,000.00 in Facility and Equipment Costs by December 31, 2034 in accordance with Section IV.A.5, MDC shall have the right to withhold the Capital Incentive Payments until Company makes or causes to be made the required minimum $100,000,000.00 investment in Facility and Equipment Costs and sends MDC written certification thereof. Furthermore, subject to Section VI.E, Company shall, at MDC's election, pay to MDC an amount ("*Minimum Capital Payment*") equal to the Payment Percentage (defined below) of the aggregate Capital Incentives previously paid by MDC to Company. The "Payment Percentage" means the percentage of the required minimum $100,000,000.00 in Facility and Equipment Cost investments that Company failed to make by December 31, 2034 in accordance with Section IV.A.5. For example, if Company invests or causes to be invested $90,000,000.00 in Facility and Equipment Costs by December 31, 2034 and subsequently fails to cause an additional $10,000,000.00 to be invested in Facility and Equipment Costs, the

Payment Percentage is ten percent (10%), and Company shall pay to MDC upon written demand an amount equal to ten percent (10%) of all Capital Incentive Payments previously paid by MDC to Company.

If Company (x) does not invest or cause to be invested the required minimum of $100,000,000.00 in Facility and Equipment Costs by December 31, 2034 in accordance with Section IV.A.5 and (y) has invested at least $60,000,000.00 in Facility and Equipment Costs by December 31, 2034, no Default shall arise, and instead a "*Facility Non-Default Item*" shall be deemed to exist, as a result thereof. MDC's sole and exclusive remedy under this Agreement with respect to such Facility Non-Default Item shall be as follows: (x) MDC may elect to terminate this Agreement with 90 days' prior written notice to Company, and (y) MDC may elect to enforce and collect monetary damages payable under this Section VI.D, as follows: (i) the repayment incentive funds as contemplated in Section VI.D of this Agreement; (ii) accrued interest on such incentive funds measured as of the date indicated on any corresponding written demand for repayment issued by MDC and compounded at an annual rate of seven percent (7%); and (iii) reasonable fees incurred by MDC in connection with any efforts taken to collect such incentive funds, including court costs and reasonable attorney fees.

If Company does not invest or cause to be invested at least $60,000,000.00 in Facility and Equipment Costs by December 31, 2034 (a "*Facility Transition Item*"), no Default shall arise at such time, and the parties shall negotiate in good faith to amend this Agreement; provided, however, in the event such a mutually agreeable amendment is not reached by March 31, 2035, a Default shall then be deemed to exist, MDC shall be entitled to exercise its rights and remedies under this Agreement, and shall have the right to terminate this Agreement upon written notice to Company, such termination to be effective upon the date set forth in MDC's notice.

All obligations regarding Company's repayment of incentives paid by MDC to Company shall survive the termination of this Agreement.

E. Cessation of Operations. In the event that a Cessation occurs at any time during the term of this Agreement and Company thereafter fails to cure such Cessation following the expiration of the requisite notice and cure period, such Cessation shall constitute a Default and the sole and exclusive remedy of MDC under this Agreement shall be: (x) MDC may terminate this Agreement and (y) to enforce the payment provisions below:

In the event a Cessation occurs, then Company shall, upon written demand of MDC, pay to MDC an amount (a "*Cessation Payment*") equal to a percentage (the "*Applicable Repayment Percentage*") of the aggregate Capital Incentive Payments and rental reimbursements paid by MDC to Company under this Agreement on account of the two-year period prior to the Cessation, regardless of whether or when MDC receives notice of such Cessation. The Applicable Repayment Percentage shall be determined by the date on which the Cessation occurs, as follows:

Date of Cessation (measured from the Effective Date)	Applicable Repayment Percentage
On or before the second (2nd) anniversary	100%

After the second (2nd) anniversary but on or before the fourth (4th) anniversary	90%
After the fourth (4th) anniversary but on or before the sixth (6th) anniversary	80%
After the sixth (6th) anniversary but on or before the eighth (8th) anniversary	70%
After the eighth (8th) anniversary but on or before the tenth (10th) anniversary	60%
After the tenth (10th) anniversary	0.0%

The Applicable Repayment Percentage shall be applied to the aggregate amount of all Capital Incentive Payments and rental reimbursements paid by MDC to Company under this Agreement on account of the two-year period ending on the date of the Cessation. As a condition precedent to MDC's exercise of its right to demand payment under this Section, MDC shall provide Company with written notice of the alleged Cessation and an opportunity to cure as described in Section VII.

A "*Cessation*" means that either (a) for any continuous period of one hundred eighty (180) consecutive days, Company and its Affiliates permanently cease all of the following at the New Facility: permitting, design and construction activities, satellite manufacturing and production operations and other uses of the New Facility permitted under the Lease (the "*Permitted Uses*"), or (b) the total number of FTEs at the New Facility, is less than 120 as of the end of any fiscal quarter for two consecutive fiscal quarters; provided, however, that a Cessation shall not be deemed to occur as a result of any temporary cessation, interruption, delay or suspension or reduction resulting from or related to FAA Approval, permitting, design, financing, construction sequencing, maintenance, repair, casualty, condemnation, war, strike, labor dispute or shortage, material shortage, supply chain disruption, pandemic, epidemic, governmental action or inaction, utility delay, weather event, act of God or other Force Majeure Event, or any other cause beyond Lessee's reasonable control, or attributable to casualty, condemnation, or scheduled or reasonably necessary maintenance, retooling, or modernization of the New Facility, in each case so long as Company or its Affiliates are using commercially reasonable efforts in connection with the resumption of Permitted Uses.

To the extent that Company is otherwise required to pay a Minimum Capital Payment under Section VI.D. and a Cessation Payment under Section VI.E., Company is only obligated to pay one such amount, which shall be the higher of such Minimum Capital Payment and Cessation Payment, and is relieved of the obligation to pay the other of such Minimum Capital Payment and Cessation Payment. If the Minimum Capital Payment and Cessation Payment are equal amounts, only one such amount shall be paid and the Company is relieved of its obligations with respect to the other amount.

F. Maximum Repayment. Notwithstanding any contrary provision contained in this Agreement, Company's payment obligations contained in this Section VI shall not exceed the aggregate amount of funds then paid by MDC to Company under this Agreement.

VII.
Cure Period

In the event of any noncompliance by any party with the terms of this Agreement, or the failure to fulfill any obligation therein, the other party shall give the noncomplying party written notice of such noncompliance as set forth herein and the noncomplying party shall have a period of not less than sixty (60) days but not more than one hundred twenty (120) days to cure such noncompliance. If the noncomplying party fails to cure such noncompliance within the applicable cure period, such noncompliance shall constitute a "*Default*" under this Agreement, except as expressly set forth herein. Pursuit of the cure of any such noncompliance shall in no way be construed as, or operate as, a waiver of any of the other party's rights under this Agreement or the Ground Lease.

Notwithstanding anything in this Agreement, the Previously Executed Agreements or the Ground Lease to the contrary, the occurrence of any one or more of the following shall not constitute a Default by Company: Company's failure to achieve any metrics required to obtain the Earned Capital Incentives Extension or Accelerated Investment Incentive, or to comply with, or satisfy any metric stated in, Section IV.B, Section VI.C.2, or (provided a Facility Non-Default Item exists) Section IV.A.5, or the occurrence of an FAA Use Non-Default Item (each, a "*Non-Default Item*" and collectively, the "*Non-Default Items*").

VIII.
Term; Conditions Precedent

A. **Term.** Except for any early termination of this Agreement specified in Section XI.E, after FAA Approval, the term of this Agreement shall be coterminous with the term of the Ground Lease. For the avoidance of doubt, except as expressly stated, a termination of the Ground Lease shall be an automatic termination of this Agreement, and subject to any Transition Extension (as defined and described in the Ground Lease), any extension of the Ground Lease shall automatically extend the term under this Agreement.

B. **Conditions Precedent.** The occurrence of the following events shall be considered conditions precedent to the obligations contained in this Agreement such that this Agreement shall not become effective until the date that: (i) the City and MDC execute and deliver to Company a collateral access and no interest letter in substantially the same form as **Exhibit C**, which is attached hereto and incorporated herein for all purposes; (ii) the Ground Lease is effective; and (iii) the Federal Aviation Administration (the "*FAA*") issues the FAA Approval (as such is defined and contemplated in the Ground Lease), whichever occurs last (the "*Effective Date*").

C. Extension of Certain Deadlines. The parties acknowledge and agree those certain deadlines contained in Sections IV.A, IV.B, V and VI may be affected by a delay in receiving the FAA Approval (the "*Affected Deadlines*") as contemplated in Section VIII.B. Accordingly, and for the purpose of providing adequate timelines for Company's satisfaction of all corresponding design and construction related and FTE and payroll obligations under this Agreement, the parties agree that the Affected Deadlines shall be extended in an amount equal to the time elapsed between the Execution Date and the Effective Date of this Agreement.

IX.
Applicable Statutes, Rules, and Regulations

The parties acknowledge that the Leased Premises and the City are subject to the Airport and Airway Improvement Act of 1982, as amended and recodified at 49 U.S.C. § 47101 et seq., as well as the Federal Aviation Administration's Airport Improvement Program (collectively, the "*Applicable Regulations*"). The parties further acknowledge that the City is generally required to make the Leased Premises available to users that participate in aeronautical activities and that the City is prohibited from causing or permitting any activity that would interfere with use of the Leased Premises for aeronautical purposes. MDC has fully and completely disclosed the requirements referenced herein to Company. Company has satisfied itself of the Applicable Regulations and warrants that it is entering into this Agreement subject to the Applicable Regulations. MDC has made no warranty or representation that Company's intended use of the New Facility at the Leased Premises will be compliant with the Applicable Regulations. Company hereby represents and warrants that its use of the Leased Premises will comply with the Applicable Regulations.

Notwithstanding anything to the contrary herein, the parties agree that if the FAA determines that Company's use or occupation of the Leased Premises does not comply with the Applicable Regulations or any other applicable statute, rule, or regulation (an "*FAA Use Non-Default Item*"), then, thirty days after either party's notice of such determination, this Agreement shall automatically terminate in its entirety and be of no further force or effect. Said automatic termination shall occur without penalty to either party, except as provided for below. In the event of such automatic termination, the parties shall be fully discharged of any and all obligations due hereunder.

Company acknowledges that this Agreement is made subject to the above-referenced statues, rules, and regulations. MDC has not provided Company with any warranties as to the New Facility, the Leased Premises on which the New Facility is located, or the applicable statutes, rules, or regulations referenced herein. Company acknowledges that MDC has not warranted (i) the New Facility for any particular use, or (ii) Company's quiet enjoyment of the New Facility regarding the provisions contained in this Section. Company acknowledges that the FAA may determine that Company's possession of the New Facility does not constitute an aeronautical purpose. Company agrees to hold MDC and City harmless if the FAA makes such a determination.

Notwithstanding anything to the contrary herein, if Company creates any condition that does not conform to the purpose of establishing Company's Business at the Leased Premises, and said condition causes the FAA to determine that Company's use or occupation of the Leased Premises does not comply with the requirements of the Applicable Regulations or any other applicable statute, rule, or regulation, and Company has exercised all reasonable administrative efforts to appeal said determination by the FAA, and Company cannot reasonably remedy such nonconformance or elects not to, then this Agreement shall terminate and all reimbursements made by MDC to Company for Company's rental payments due to City under Section V.A shall, at MDC's option, immediately be repaid to MDC within thirty (30) days following Company's receipt of written notice of MDC's election. Company shall be obligated to repay such funds reimbursed to it under Section V.A in addition to any other remedy available to MDC under this Agreement or at law. Company's repayment obligations referenced herein shall survive the termination of this Agreement.

X.
Special Conditions

A. **Non-Disclosure Agreement.** In order to ensure Company's compliance with its commitments and obligations due under this Agreement, Company shall, subject to confidentiality and privacy obligations, make all documents available to MDC for inspection, audit, and copying, regardless of whether a dispute is then pending between Company and MDC, in each case, conditioned upon compliance with securities regulations and other Applicable Law then in effect and upon the execution of a non-disclosure agreement, the form of which shall be substantially similar to that of Exhibit D, which is attached hereto and incorporated herein for all purposes. Access shall be provided to MDC and/or the accounting firm designated by MDC, in its sole and absolute discretion, to perform such review upon reasonable notice, and during normal business hours in an adequate workspace, and at MDC's sole cost and expense.

B. **Total Financial Commitment.** Notwithstanding anything to the contrary herein, MDC's reimbursement obligations under this Agreement shall not exceed an aggregate amount of Sixty-Six Million Dollars ($66,000,000.00), which shall consist solely of the Ground Lease reimbursement (not to exceed $16,000,000.00 over 30 years), Capital Incentive Payments (not to exceed $30,000,000.00 over 10 years), and the Earned Capital Incentive Payments (not to exceed $20,000,000.00 over six years).

C. **Capitalization Evidence; Condition Precedent.** As a condition precedent to MDC's performance under this Agreement, Company shall provide MDC with evidence of sufficient capitalization for the construction of the Facility, the form of which shall be in Company's reasonable discretion and subject to any reasonable requests by MDC to supplement the same (the "*Financing Obligation*"). Company's satisfaction of the Financing Obligation shall constitute a material covenant of this Agreement. If Company fails to satisfy the Financing Obligation, either party shall have the right to terminate this Agreement, in its sole discretion and without penalty, upon providing written notice to the other party.

D. **Certifications.** Company agrees to the following certification requirements:

1. As to the certifications required in Section IV.C.1 and Section IV.D.1, subject to securities obligations applicable to public companies, Company shall provide reasonable evidence or supporting documentation. Documentation for employment data may be in the form of Texas Workforce Commission Employer Quarterly Reports, or certified employee rosters that show the hours worked and positions filled, or such other reports as may be agreed upon by MDC and Company. Upon request, MDC may review Company's Texas Workforce Commission Employer Quarterly Reports in Midland, Texas, but may not copy or retain a copy of said reports.

2. Company shall allow MDC reasonable access to the New Facility for purposes of determining Company's compliance with the employment certifications given by Company, provided that such access shall be (i) with prior written notice; (ii) accompanied by representatives of Company; and (iii) during normal business hours; provided, further, such access shall not unreasonably interfere or hinder Company's Business operations.

3. When requested in writing by MDC to do so, Company shall provide a notarized statement in a form acceptable to MDC that, to Company's knowledge, Company is in compliance with each applicable material term of this Agreement, provided that MDC shall not make such requests more than once in each Compliance Year.

4. All certifications required under this Agreement shall be signed and sworn to by Company's chief executive officer or chief financial officer before a notary and shall contain an appropriate jurat and a statement that the information contained in the certification is true and correct. E-mail shall not be an acceptable form of certification under this Agreement.

5. Company shall maintain, during the term of this Agreement and for a period of three (3) years following expiration of the term, all records necessary to confirm that Company is capable of meeting its obligations under this Agreement and that Company has met its obligations under this Agreement relating to the FTEs obligation and New Facility construction obligation, including such records maintained by a parent company, affiliates, subsidiaries or other related parties, and including (as appropriate): (i) all payroll records and daily time sheets and other records of personnel utilization on work activities at the New Facility (including records on an hourly basis for personnel); (ii) invoices for materials and equipment; (iii) drawings, specifications, schedules, instructions, receipts; and (iv) agreements, subcontracts and purchase orders relating to the New Facility construction obligation. Upon reasonable advance written notice, Company shall, subject to confidentiality and privacy obligations, make all such documents available to MDC for inspection, audit and copying, regardless of whether a dispute is then pending between the parties. Access shall be provided to MDC and/or the accounting firm designated by MDC, in its sole and absolute discretion, no more than once per year, to perform such review during normal business hours in an adequate workspace. Upon receipt of a written request made by MDC, Company shall reimburse all costs incurred by MDC relating to the inspection, audit and copying of said documents no more than once per year.

E. **Covenants.** Company makes the following covenants to MDC and agrees that in the event of failure of Company to comply with such covenants, the breach of any one of which, subject to applicable notice and cure periods hereunder, shall constitute an event of Default, after applicable notice and cure periods hereunder, MDC may terminate this Agreement, at its sole and absolute discretion:

1. Company is a legal entity duly organized, validly existing and in good standing and is duly authorized to do business in the State of Texas.

2. The execution of this Agreement has been duly authorized by Company's board of directors or other governing body, or by officers empowered to execute such agreements and bind Company, and is not in contravention of the provisions of Company's articles of incorporation or bylaws, or to Company's knowledge, of any agreement or instrument to which Company is a party to or by which it may be bound, the breach of which would have a material, adverse effect on Company and its operations.

3. There are no bankruptcy proceedings currently pending by or, to Company's knowledge, against Company.

4. To Company's knowledge, no certificate or statement delivered or to be delivered by Company to MDC under this Agreement or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading in any material respect by reason of any omission.

F. **Suspension.** MDC, under the following circumstances and at its sole discretion, may terminate this Agreement:

1. The insolvency of Company. "*Insolvency*" shall have the meaning set forth in federal bankruptcy law.

2. The appointment of a receiver of Company, or of all or any substantial part of their property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

3. The adjudication of Company as bankrupt, the filing by Company of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against Company in any bankruptcy or reorganization proceeding.

G. **Additional Covenants.** If Company should fail to comply with any of the following provisions, and such failure continues after applicable notice and cure periods hereunder (each, an event of Default), MDC may terminate this Agreement.

1. Company, or any affiliate of, or successor to Company, shall continue its full-time commercial operations in accordance with Company's obligations set forth in this Agreement at the New Facility during the term of this Agreement. A Non-Default item shall not constitute a breach of this Section X.G.1.

2. Company shall pay, or cause to be paid, before delinquent all ad valorem taxes assessed against Company's property owed to the taxing authorities having jurisdiction, as may be set forth in the Ground Lease. In addition, Company will pay before delinquent all employment, income, franchise and all other taxes to all local, state and federal entities.

3. Company shall, on a yearly basis during the term of this Agreement, provide MDC with tax certificates from Midland Central Appraisal District demonstrating that all taxes on Company's personal property, equipment, and inventory have been paid in full to the current tax year.

4. Company shall obtain and maintain all necessary rights, licenses, and permits to carry on the Business.

5. Company agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply in all material respects with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, religion, age, sex or by reason of being disabled.

6. Company agrees that it shall comply with Texas Government Code Chapter 2264, as amended.

7. Company will exercise commercially reasonable efforts to advertise the availability of Company job openings in the City, and to provide information to Company employees about living within the City's corporate limits.

8. (a) Upon request (no more than quarterly), the Company shall promptly provide MDC with a report of tangible personal property, equipment, and inventory owned by Company or its Affiliates that is located at the Facility, and (b) the Company shall promptly provide additional information reasonably requested by MDC with respect to the matters covered by this Agreement.

H. **Interpretation of Certain Terms.** Notwithstanding anything to the contrary herein, the parties agree that if there is a dispute regarding whether a particular item falls within the definitions of "FTE" or "Annual Compensation Costs," MDC shall make such determination in its good faith and reasonable discretion, and such determination shall be final and binding on Company.

XI.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements, excluding the Ground Lease and the Previously Executed Agreements. Except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

B. **Legal Relationships.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other and no party shall have the power to bind or obligate another, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and Company. 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 that would give rise to vicarious liability.

C. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity that is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

D. **Independent Contractor.** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that Company 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 MDC and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and Company. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of MDC. Company shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities applicable to it as such independent contractors hereunder. MDC does not have the power to direct the order in which the work is done. MDC 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.

E. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by any party upon the occurrence of a Default if such Default is not cured within the time periods set forth hereunder. This Agreement may also be terminated as specifically provided for in Section VI and Section IX herein. A termination of this Agreement (except as a result of a Non-Default Item) shall terminate the Ground Lease, subject to the Transition Extension (as defined and described in the Ground Lease). Subject to the foregoing, a termination of this Agreement without or with limited liability to either party shall terminate the Ground Lease without or with limited liability to either party, and a termination of the Ground Lease shall terminate this Agreement. A termination of the Ground Lease without or with limited liability to either party shall terminate this Agreement without or with limited liability to either party. An "event of default" (as defined under the Ground Lease) shall be deemed a "Default" under this Agreement.

F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Agreement, and of the signature pages, by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail (i.e., .pdf) shall be deemed to be original signatures for any purpose(s) whatsoever.

G. **Governing Law & Venue.** The laws of the State of Texas shall govern, construe, and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes, or any other action arising from, relating to, or concerning in any way 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.

H. **Law.** This Agreement is subject to all applicable municipal, county, state and federal laws, regulations, orders and rules and Company agrees that it will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such

governmental agencies. As used in this Agreement, the phrase "applicable law" is deemed to include the foregoing.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by a party (other than by Company to one or more Affiliates) without the prior written consent of the other party. Any assignee shall agree to be bound by the terms of this Agreement and the Ground Lease.

XII.
Miscellaneous

A. Certification Regarding Undocumented Workers: Company certifies that it and its Affiliates do not and will not knowingly employ an Undocumented Worker, as defined below, during the term of this Agreement. "Undocumented Worker" shall mean an individual who, at any time during employment, is not (i) lawfully admitted for permanent residence to the United States or (ii) otherwise authorized under applicable law to be employed, on any basis or under any program in the United States. Company shall immediately notify MDC if (i) Company becomes aware that it or an Affiliate employs or has employed an Undocumented Worker within the Facility Area, (ii) Company becomes aware or receives notice that it or an Affiliate is alleged to have employed an Undocumented Worker within the Facility Area, or (iii) Company or an Affiliate is convicted of a violation under the following paragraph.

If during the term of this Agreement, Company or any of its Affiliates, knowingly employ any Undocumented Worker within the Facility Area and is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall forfeit its claim to any unpaid incentives owed to it by MDC under this Agreement and MDC shall be fully and completely discharged from any and all future obligations due hereunder.

B. Severability. If any provision of this Agreement is held invalid or otherwise unenforceable by any court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or otherwise unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

C. Notices. All notices permitted or required hereunder shall be in writing, signed by the party giving such notice and delivered either (i) personally; (ii) by certified mail, return receipt requested, postage prepaid addressed to the party at the address listed below; (iii) delivered by a nationally recognized courier service; or (iv) via email or fax, provided that concurrent notice is delivered by any other approved method of delivery outlined in subsections (i) – (iii) above. Notices under clauses (i) and (iv) of this paragraph will be deemed effective upon receipt and notices under clauses (ii) and (iii) will be deemed effective three Business Days after deposit into mail or courier if sent to the party or person identified below:

If to MDC:	*If to Company:*
Midland Development Corp.	AST & Science, LLC

Attn: MDC Chairman Attn: Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701 Email: sharris@midlandtxedc.com	Attn: Shanti Gupta Chief Operating Officer Attn: AST Legal 2901 Enterprise Lane Midland, Texas 79706 Email: sgupta@ast-science.com
With Copy To: City Attorney's Office City Hall 300 Loraine St., Suite 320 Midland, Texas 79701 Email: ntcrump@midlandtexas.gov	*With Copy To:* Foley & Lardner LLP 2 South Biscayne Blvd, Suite 1900 Miami, FL 33131 Attention: James Zimmer, Esq. Email: james.zimmer@foley.com

D. Paragraph Headings. The paragraph headings inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement or any provisions hereof, or in any way affect the interpretation of this Agreement.

E. Binding Effect. This Agreement shall inure to the benefit of, and shall be legally binding upon, the parties hereto and their respective heirs, successors, assigns and legal representatives.

F. Findings Incorporated. The recitals are hereby incorporated into the body of this Agreement for all rights and purposes, and shall be considered part of the mutual covenants, consideration and promises that bind the parties in the same manner as the material terms and provisions hereof.

G. Waiver of Attorney Fees. BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY 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), THAT COMPANY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT 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 COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF

BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

H. Amendment. This Agreement may only be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement. No amendment shall be effective unless approved by the Midland City Council.

I. Release. EXCEPT WITH REGARD TO THE INCENTIVE PAYMENTS DUE TO COMPANY HEREUNDER, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S 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, MDC'S NEGLIGENCE, OR RELATING TO ANY FAA RULE OR REGULATION AND THE ENFORCEMENT OF THE SAME.

J. Consideration. MDC and Company hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

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

L. Governmental Function. MDC AND COMPANY HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, COMPANY RELEASES MDC FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. MDC AND COMPANY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.

M. No Disparity of Bargaining Position. MDC and Company agree that there was no disparity of bargaining power between the parties in the negotiation and execution of this Agreement. MDC

and Company acknowledge and agree that they were represented by legal counsel. MDC and Company acknowledge and agree that they read and understood the entire Agreement prior to its execution. MDC and Company acknowledge and agree that there were numerous compromises and concessions made by the parties resulting in the agreed-upon terms of this Agreement.

N. Notice of Alleged Damages; 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 representatives shall give the MDC Chairman notice in writing (consisting of one (1) original and two (2) 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 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 (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claims. Failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that Company's notice is insufficient. MDC 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 Texas law. Notwithstanding anything to the contrary herein, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages regardless of whether MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this Section are reasonable.

O. Approval Required. This Agreement shall not become effective until approved by the Midland City Council.

P. Decision for Expansion. Company had many options to expand its present operations within the United States, and Company specifically chose to expand to property located in the corporate limits of the City of Midland, Texas, due to the commercial and community advantages offered in Midland, Texas.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TIME IS OF THE ESSENCE WITH REGARDS TO ALL DEADLINES IN THIS AGREEMENT.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, MDC and AST & SCIENCE, LLC have executed this Agreement as of the Execution Date.

MIDLAND DEVELOPMENT CORPORATION

_____
Brad Bullock, Chairman

ATTEST:

_____
Garrett Donnelly, Secretary

[Signature Page Follows]

AST & SCIENCE, LLC, a Delaware limited liability company

_____
Abel Avellan, Chairman and CEO

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, _____, a notary public, on this day personally appeared Abel Avellan, Chairman and CEO of AST & Science, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2026.

_____
Notary Public, in and for
the State of _____

Annex 1

FTE and Annual Compensation Costs Schedule

Incentives First Tranche $30MM Total

First Job Schedule

Compliance Years	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Capital Investment Requirement									$ 100,000,000.00		
Capital Incentive Disbursements	construction - no incentive	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000
Job Creation Requirements - net new jobs	0	200	200	100	100	100	100	50	50	100	100
Job Maintenance Requirements - total jobs	500	700	900	1,000	1,100	1,200	1,300	1,350	1,400	1,500	1,600
Annual Compensation Costs	$ 40,000,000	$ 56,000,000	$ 72,000,000	$ 80,000,000	$ 88,000,000	$ 96,000,000	$ 104,000,000	$ 108,000,000	$ 112,000,000	$ 120,000,000	$ 128,000,000

Annex 1

Earned Capital Incentives ($20MM Total)

Second Job Schedule

Compliance Years	Year 1 - 2037	Year 2 - 2038	Year 3 - 2039	Year 4 - 2040	Year 5 - 2041	Year 6 - 2042
Capital Investment Requirement		$ 150,000,000.00				
Incentive Disbursements	$ 3,333,333	$ 3,333,333	$ 3,333,333	$ 3,333,333	$ 3,333,333	$ 3,333,333
Job Creation Requirements - net new jobs	100	100				
Job Maintenance Requirements - total jobs	1,700	1,800	1,800	1,800	1,800	1,800
Annual Compensation Costs	$ 136,000,000	$ 144,000,000	$ 144,000,000	$ 144,000,000	$ 144,000,000	$ 144,000,000

Accelerated Investment Incentive ($10MM Total) **Third Job Schedule**

Compliance Years	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Incentive Disbursements										$ 3,333,333	$ 3,333,333	$ 3,333,333
Third Incentive Tranche Job Creation requirement - net new jobs	260	100	100	100	100							
Third Incentive Tranche Job Creation requirement - total jobs	1,660	1,760	1,860	1,960	2,060							
Third Incentive Tranche Annual Compensation Costs	$ 132,800,000.00	$ 140,800,000.00	$ 148,800,000.00	$ 156,800,000.00	$ 164,800,000.00							

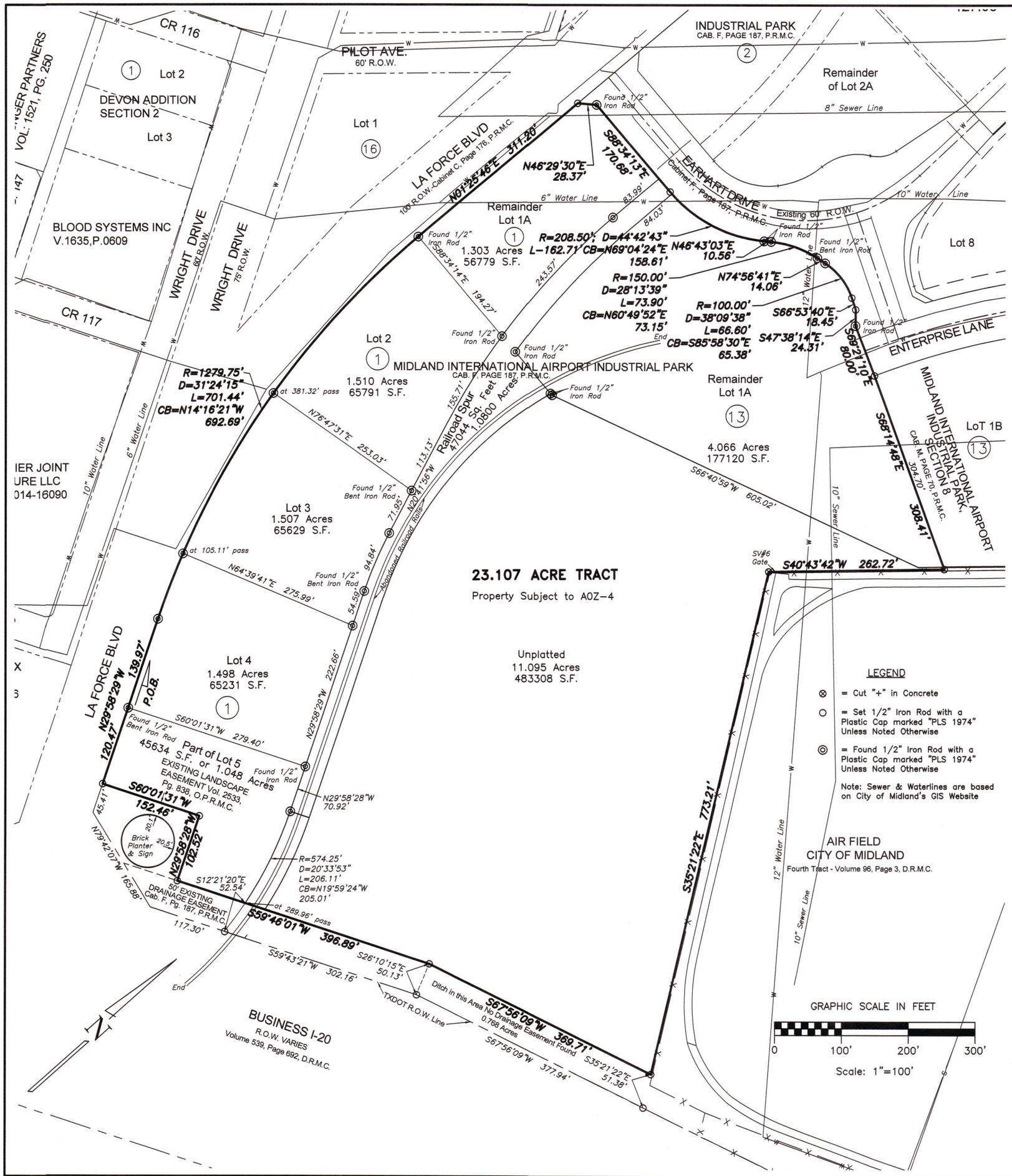
Exhibit A

List of Labor Providers

- Aerotek Aviation LLC
- LAUNCH Technical Workforce Solutions, LLC

Exhibit B

Leased Premises Survey



Legal Description of 23.107 Acres Tract within Section 8, Block 40, T-2-S, Abstract 700, T. & P. RR. Co. Survey being part of the land described as Fourth Tract in Warranty Deed to City of Midland from Ruth and Clarence Scharbauer Jr. Recorded in Volume 96, Page 3, Deed Records of Midland County, Texas

Being comprised of (1) all of Lots 2, 3, and 4, and part of Lot 1A & 5, Block 1; (2) Part of Lot 1A, Block 13; and (3) Part of a Railroad Spur all as designated on Midland International Airport Industrial Park as recorded in Cabinet F, Page 187, Plat Records of Midland County; and (4) 11.095 Acres of unplatted property their composite outer boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,669,562.52' X= 1,714,015.97') a 1/2" iron rod found bent at the Northwest corner of Lot 5, Block 1, said plat and the Texas Department of Transportation Landscape Easement described in Volume 2533, Page 838, Official Public Records of Midland County and the Southwest corner of said Lot 4 in the Northeast ROW line of La Force Boulevard as dedicated in Cabinet C, Page 176, Plat Records of Midland County;

THENCE N29°58'29"W with said Northeast ROW line, a distance of 139.97 feet to a 1/2" iron rod with a yellow plastic cap found at a point of curvature of said Lot 4 and this tract;

THENCE continuing along said ROW line with a curve turning to the right with a radius of 1279.75 feet, at arc distances of 105.11 feet and 381.32 feet pass 1/2" iron rods with plastic caps marked "PLS 1974" found at the common lot corners of Lots 4 and 3 and then Lots 3 and 2 of said Block, continuing along curve for a total arc length of 701.44 feet, with a chord distance of 692.69 feet which bears N14°16'21"W to a 1/2" iron rod found at a point of tangency of said ROW line and the common Northwest corner of said Lots 1A and 2;

THENCE N01°25'46"E continuing with said ROW line, a distance of 311.20 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an exterior corner of this tract and the most Westerly corner of Midland International Airport Industrial Park, Section 8, as recorded in Cabinet M, Page 70, Plat Records of Midland County;

THENCE N46°29'30"E with the intersection Southeast cutback at La Force Blvd and Earhart Drive, a distance of 28.37 feet to a 1/2" iron rod found at point of deflection of said Earhart Drive and plat limits of Midland International Airport, Section 8;

THENCE S88°34'13"E with said the South Plat Limits, a distance of 170.68 feet to a set 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve with a radius of 208.50 feet turning to the left with an arc length of 162.71 feet, with a chord distance of 158.61 feet which bears N69°04'24"E to a 1/2" iron rod found at a point of tangency of said plat limits and this tract;

THENCE N46°43'03"E with said plat limits, a distance of 10.56 feet to a 1/2" iron rod found at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve with a radius of 150.00 feet turning to the right with an arc length of 73.90 feet, with a chord distance of 73.15 feet which bears N60°49'52"E to a 1/2" iron rod bent found at a point of tangency of said plat limits and this tract;

THENCE N74°56'41"E with said plat limits a distance of 14.06 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve a radius of 100.00 feet turning to the right with an arc length of 66.60 feet, with a chord distance of 65.38 feet which bears S85°58'30"E to a point of tangency of said plat limits and this tract;

THENCE S66°53'40"E with said plat limits a distance of 18.45 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a corner of said plat limits and this tract;

THENCE S47°38'14"E with said plat limits a distance of 24.31 feet to a found 1/2" iron rod found on the North side of the end of Enterprise Lane at a corner of said plat limits and this tract;

THENCE S69°21'10"E with said plat limits crossing the end of Enterprise Lane, a distance of 80.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a fence corner on the South ROW line of said Enterprise Lane and a corner of said plat limits and this tract, being the West corner of Lot 1B, Block 13, of said Midland International Airport Industrial Park, Section 8;

THENCE S68°14'48"E with said plat limits and along a fence, at 304.70 feet pass the South corner of said Lot 1B, continuing leaving the said plat limits for a total distance of 308.41 feet to an cross cut in edge of the concrete under the airport fence at the Northeast corner of this tract;

THENCE S40°43'42"W along the edge of a concrete slab under said airport boundary fence, a distance of 262.72 feet to a cross cut in the concrete under said fence an interior corner of this tract;

THENCE S35°21'22"E along the edge of a concrete slab under said airport boundary fence, a distance of 773.21 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set in a North line of a ditch area with no drainage easement found at the Southeast corner of this tract from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set at the North ROW of Business I-20 bears S35°21'22"E, a distance of 51.38 feet;

THENCE S67°56'09"W with a North line of said ditch area, a distance of 369.71 feet to a 1/2" iron rod with a plastic cap set at a point of deflection of said ditch area and a corner of this tract, from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set at said ROW of Business I-20 bears S26°10'15"E, a distance of 50.13 feet;

THENCE S59°46'01"W with a North line of said ditch area, at 289.96 feet pass the East line of said Lot 5, Block 1, from whence a 1/2" iron rod with a plastic cap marked "PLS 1974" set at Southeast corner of said Lot 5, Block 1, Midland International Airport Industrial Park bears S12°21'20"E, distance of 52.54 feet continuing with the North line of a 50' Existing Drainage Easement at recorded in Cabinet F, Page 187, Plat Records of Midland County for a total distance of 396.89 feet to a 1/2" iron rod with a plastic cap set at the most Southerly Southwest corner of this tract;

THENCE N29°58'28"W leaving drainage easement, a distance of 102.52 feet to a found 1/2" iron with a plastic cap marked "PLS 1974" set an interior corner of this tract;

THENCE S60°01'31"W, a distance of 152.46 feet to a 1/2" iron with a plastic cap marked "PLS 1974" set at the Southwest corner of this tract;

THENCE N29°58'29"W with said Northeast ROW line and the Southwest line of said Lot 5, Block 1, a distance of 120.47 feet to the Point of Beginning, having an area of 1,006,534 square feet or 23.107 Acres of Land.

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System, 1983 NAD, Central Zone.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief as surveyed on the ground on various dates thru November 21, 2025.

J. Stan Piper
Registered Professional Land Surveyor No. 1974

STATE OF TEXAS REGISTERED J. STAN PIPER 1974 PROFESSIONAL LAND SURVEYOR

Drawing File: Midland International Airport Industrial Park_FNPL_RevROW.Dwg
Crd File: MIA83_93.Crd
Drawn by: Gene M. Rodriguez
Scale: 1"=100'
Date: 11/6/25
Revised: 12/12/25 by GMR

PIPER SURVEYING
P.O. Box 60432, Midland, Texas 79711
(432)550-7810, Fax (432)550-0312
Firm No. 10155200

Prepared for:
Parkhill
1700 W. Wall Street
Suite 100
Midland, Texas 79701

Exhibit C

Collateral Access and No Interest Letter

CONSENT TO REMOVAL OF PERSONAL PROPERTY
("Consent")

KNOW ALL PERSONS BY THESE PRESENTS:

(a) The undersigned Landlord ("Landlord") has an interest in the real property at the location described by the following address: [address] (the "Real Property").

(b) [Company], a [state] [entity type] ("Company"), has entered into or will enter into a [ ] with [ ] ("Lender") (together, as amended, restated, or otherwise modified from time to time, the "Agreement"). As a condition to entering into the Agreement, Lender requires that Landlord consent to the removal by Lender of the Collateral (as defined in the Agreement) (hereinafter called "Equipment") from the Real Property.

NOW, THEREFORE, Landlord consents to the placing of the Equipment on the Real Property, and agrees with Lender as follows:

1. Landlord waives and releases each and every right which it now has under applicable law or by virtue of the lease or any sublease for the Real Property or any other agreement now or hereafter in effect, to foreclose, levy or distrain upon for rent, in arrears, in advance or both, or for any other amounts, or to claim or assert title to the Equipment that is located on the Real Property or any other location. Landlord hereby releases any lien it may have from time to time on any Equipment, whether arising by operation of law, or under the lease, the sublease or any other agreement now or hereafter in effect.

2. The Equipment shall be considered to be personal property and shall not be considered part of the Real Property regardless of whether or by what means it is or may become attached or affixed to the Real Property. Landlord shall (a) provide written notice to Lender of any termination or expiration of the lease (a "Termination Notice"), and (b) will not dispose of any of the Equipment nor assert any right or interest therein unless it has first sent such Termination Notice to Lender and has given Lender a reasonable period of time (in any case, not less than 90 days after Lender's receipt of such Termination Notice) to exercise Lender's rights in and to the Equipment.

3. Upon 72 hours written notice Landlord will permit Lender, or its agents or representatives, to enter upon the Real Property for the purpose of exercising any right Lender may have under the terms of the Agreement, at law, or in equity, including, without limitation, the right to remove the Equipment; provided, however, that if Lender, in removing the Equipment, causes any physical damage to the Real Property, Lender will, at its expense, cause same to be repaired to the condition such Real Property was in prior to said damage; provided, further, Lender shall not be liable for any diminution in value of the Real Property caused by the absence of any item of Equipment so removed. Landlord will provide written notice to Lender of any termination or expiration of the Real Property lease. If Company abandons the Equipment located on the Real Property upon termination or expiration of the Real Property lease, the Agreement, or otherwise, Lender shall have the option to remove the Equipment from the Real Property within 90 days after receipt of written notice thereof from Landlord (the "Disposition Period") or Lender's right to such Equipment shall be deemed forfeited. If any injunction or stay is issued (including an automatic stay due to a bankruptcy proceeding) that prohibits Lender from removing the Collateral, the Disposition Period shall be tolled and shall commence (or re-commence, as applicable) only when such injunction or stay is lifted or removed. Notwithstanding anything to the contrary, Lender shall not have any duty or obligation to remove or dispose of any Equipment or any other property left on the Real Property by the Company.

4. Company acknowledges that Landlord may admit Lender into the Real Property pursuant hereto following request by Lender and irrespective of any protest or objection by Company, and

Company hereby irrevocably consents to such entry. Company further waives any right to hold Landlord, or any of its officers, employees or agents, liable for any damage, cost or expense resulting from any entry by Lender, and agrees to indemnify and hold Landlord free and harmless from any such claim of liability asserted by an employee, agent, subtenant or assignee of Company. In addition, Company agrees that any such entry shall not constitute a constructive eviction under its lease of the Real Property.

5. This Consent shall be binding upon the heirs, successors, and assigns of the undersigned and shall inure to the benefit of Lender and its successors and assigns. All notices to any party hereto shall be in writing and sent to such party's address as set forth below their signatures (or to such other address as provided in writing by one party to the other). Notices are deemed received on the date received if sent by overnight courier, certified mail with return receipt requested, or US first class mail.

6. This Consent may only be amended in writing by Lender and Landlord, and the terms hereof will remain in effect commencing on the date of the Agreement ("Effective Date") and until Landlord is notified in writing by Lender that all liabilities and/or obligations of Company under the Agreement have been fulfilled.

7. This Consent may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy of this Consent or any other ancillary agreement entered into and transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original executed copy.

(Signature page follows.)

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and to be effective this ___ day of _____, ____, regardless of the date in which their signatures are affixed herein.

"LANDLORD"

CITY OF MIDLAND, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Title:

Approved as to form:
_____
Title:

Address: _____
_____

By: _____
Name: _____
Title: _____

"LENDER"

[ ], a [ ]

Address: [ ]

By: _____
Name:
Title:

"COMPANY"

ACKNOWLEDGED AND AGREED:

[Company],
a [state] [entity type]

Address:

By: _____

CONSENT:

Midland Development Corporation hereby approves this Consent and agrees with Lender to be bound by the covenants of Landlord set forth above.

MIDLAND DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Title:

Exhibit D

Agreement for Disclosure and Safeguarding of Proprietary Information

AGREEMENT OF DISCLOSURE AND SAFEGUARDING OF PROPRIETARY INFORMATION

This Agreement, entered into and made effective as of _____, 2026 (the "*Effective Date*") by and between **AST & SCIENCE, LLC** ("AST"), a corporation with a place of business at 1901 Enterprise Lane, Midland Texas, **AST SPACEMOBILE, INC**., a Delaware Corporation ("SPACEMOBILE" and together with AST, the "COMPANY") and the **MIDLAND DEVELOPMENT CORPORATION** ("*MDC*"), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended; either or both of which may be referred to as "*Party*" or "*Parties*" or may be referred to as "*Disclosing Party*" or "*Receiving Party*."

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. "*Proprietary Information*" as used herein shall mean confidential business information of any nature in any form including, without limitation, strategic plans, methods, processes, proposal related information, financial and technical data, programs, drawings, specifications, and customer lists of MDC and COMPANY and the Parties' respective affiliated entities.

2. The Parties shall protect and preserve the confidentiality of the Proprietary Information disclosed by the Disclosing Party. The Parties shall use Proprietary Information only for the Purpose stated herein and shall limit its disclosure to as few persons as possible with a bona-fide need to know. The Parties shall not disclose any Proprietary Information of the other Party to any third person without first obtaining the prior written approval of the Disclosing Party. Any unauthorized use or disclosure will not relieve the Receiving Party from its continuing obligation to adhere to the terms and conditions of this Agreement.

3. Proprietary Information received hereunder may be reproduced by the Receiving Party only as necessary to fulfill the Purpose described herein and provided that all proprietary legends and notices appearing on the original provided by the Disclosing Party are affixed to all complete and partial copies made by the Receiving Party.

4. Any notices, authorizations or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and sent by hand, by certified or registered mail (with return receipt requested), or by overnight courier to the addresses below. If delivered by hand or overnight courier, a notice or communication shall be deemed effective on the date of delivery. If delivered by certified or registered mail (return receipt requested), a notice or communication will be deemed effective upon acceptance of delivery. If sent by email or other methods of electronic messaging, a notice or communication will be deemed effective upon confirmation of receipt by the Receiving Party.

Points of Contact for each Party shall be as follows:

AST SPACEMOBILE, INC.
AST & SCIENCE, LLC
2901 Enterprise Lane
Midland, Texas 79706
Attn: Shanti Gupta, COO
Phone:
Email: sgupta@ast-science.com

Midland Development Corporation
200 N. Loraine Street, Suite 610
Midland, Texas 79701
Attn: Executive Director
Phone: 432-686-3579
Email: sharris@midlandtxedc.com

5. Nothing in this Agreement shall be construed as granting expressly or impliedly any rights, title or interest to the Disclosing Party's Proprietary Information, by license or otherwise, to the Receiving Party.

6. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other except as specifically set forth herein. Neither Party has an obligation to supply Proprietary Information to the other, nor negotiate or enter into any agreement or relationship with the other.

7. Either Party, upon thirty (30) days' written notice to the other, may terminate this Agreement. Unless otherwise terminated earlier, this Agreement shall terminate upon expiration of a period of four (4) years from the Effective Date. Termination of this Agreement for any reason shall not relieve either Party of any obligation to protect and preserve the confidentiality of the Proprietary Information received under this Agreement and all such obligations shall survive the termination of this Agreement and continue for a period of four (4) years thereafter.

8. Upon termination of this Agreement, or upon request by either Party, the Parties shall promptly account for, return, verify and provide written confirmation to each other of the destruction or return of all Proprietary Information received from each other, all copies thereof and summaries, memoranda, and tangible descriptive material in any form relating to Proprietary Information. Return or destruction of Proprietary Information pursuant to this paragraph shall not act to relieve either Party of their respective obligations regarding disclosure or use set forth herein.

9. Both Parties agree that during the term of this Agreement and for four (4) years thereafter, neither Party shall hire, enter into consulting agreements or otherwise contract with any employee(s) of the other Party who are associated with this Agreement, without the prior written consent of the other Party. This clause, however, shall not restrict in any way the right of either Party to solicit generally in the media for personnel and hire any such person who responds to any such general solicitation.

10. Neither Party shall assign or otherwise transfer this Agreement or any of the rights granted hereunder to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

11. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Party against whom enforcement thereof is sought. A failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

12. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

13. This Agreement shall be governed by the laws of the State of Texas. All performance 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.

14. This Agreement constitutes the complete agreement between the Parties and supersedes any previous understanding or agreement between the Parties with respect to the subject matter hereof.

15. 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 MDC, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, OR INTERPRETATION OF THE 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'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

16. NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE

DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE.

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

18. Notwithstanding any other provision contained herein, this Agreement in no way affects, modifies, or limits the obligation of MDC to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. The parties hereby agree that MDC retains its right to exercise its discretion to determine its obligations under the Texas Public Information Act.

19. The terms of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Agreement as of the date first written below:

AST & SCIENCE, LLC

By:_____
Name:_____
Title:_____
Date:_____

MIDLAND DEVELOPMENT CORPORATION

By:_____
Name:_____
Title:_____
Date:_____

AST SPACEMOBILE, INC.

By:_____
Name:_____
Title:_____
Date:_____

City Council Meeting

Item Number: 39.
Meeting Date: July 21, 2026
To: City Council
From: Justine Ruff, Aviation Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A GROUND LEASE AGREEMENT WITH AST & SCIENCE, LLC REGARDING CERTAIN REAL PROPERTY DESCRIBED AS A 23.107-ACRE TRACT OUT OF SECTION 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
Resolution authorizing the execution of a ground lease agreement with AST & Science, LLC regarding real property described as approximately 23.107-acre tract out of Section 8, Block 40, T-2-S, T&P RR Co. survey, Midland County Texas.

Recommended Action:
Approve

Fiscal Impact:
AST will pay the City rent of $39,819.36 per month, or $477,832.32 annually, in ground rent for the approximately 23.107 acre property.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:

AST currently operates facilities at 2901 Enterprise Lane and 2908 Enterprise Lane within the Midland Spaceport Business Park. AST is proposing a significant expansion of its operations in Midland through the development of a new satellite manufacturing and production facility.

The proposed Ground Lease Agreement provides AST with approximately 23.107 acres of City-owned property for the construction and operation of a new facility consisting of a minimum 400,000-square-foot building for satellite manufacturing and production, along with related research and development, engineering, testing, communications infrastructure, warehousing, office, training, and other supporting activities.

The Ground Lease Agreement is being considered in conjunction with a separate Economic Development Agreement between AST and the Midland Development Corporation (MDC) supporting AST's proposed expansion and investment in Midland.

The proposed Ground Lease Agreement includes the following key provisions:

- AST will lease approximately 23.107 acres at the Midland Spaceport Business Park.
- AST will pay the City rent of $39,819.36 per month, or $477,832.32 annually, based upon the fair market rental value of the property as established through the appraisal process.
- The lease is structured on a triple-net basis, with AST responsible for applicable taxes, insurance costs, utilities, maintenance, and other expenses associated with its occupancy and use of the property.
- AST will construct a minimum 400,000-square-foot satellite manufacturing and production facility on the leased premises.
- AST is responsible for the design, construction, financing, operation, maintenance, and repair of the facility and improvements located on the property.
- The City retains review and approval authority over the design and construction documents and the construction contract, as provided in the Ground Lease Agreement.
- AST is required to maintain appropriate insurance coverage, indemnify the City, and comply with applicable federal, state, and local laws and regulations.
- AST may not encumber its leasehold interest in the property.
- Upon expiration or termination of the lease, ownership of the facility and other permanent improvements constructed on the property will transfer to the City without compensation to AST and free and clear of liens, claims, or encumbrances.
- The lease contains provisions addressing default, abandonment of the property, termination, and other remedies available to the City.

FAA COMPLIANCE

Because the property is located at Midland International Air & Space Port and the City is obligated to comply with federal airport requirements and FAA Grant Assurances, the Ground Lease Agreement includes specific provisions requiring review of the lease by the Federal Aviation Administration. Following execution of the lease, the City will submit the agreement to the FAA for review. Rent payments will not commence until the FAA provides written approval or written confirmation that it has no objection to the form and substance of the lease. If the FAA requires modifications to the agreement as a condition of its approval, the City and AST will negotiate appropriate amendments consistent with the City's federal obligations.

Approval of the Ground Lease Agreement will support the continued development of the Midland Spaceport Business Park and AST's expansion of its satellite manufacturing and production operations in Midland. The project represents a significant private investment in facilities and infrastructure on City-owned property and supports the continued diversification of Midland's economy through the growth of the aerospace and space technology industries. The lease also protects the City's long-term interests by requiring AST to maintain and operate the property at its expense, providing rental revenue to the Airport System, requiring compliance with applicable FAA requirements, and providing for City ownership of the facility and permanent improvements upon expiration or termination of the lease.

CONCLUSION

The proposed Ground Lease Agreement supports a major expansion of AST's operations in Midland, encourages continued private investment and job creation, advances development of the Midland Spaceport Business Park, generates long-term revenue for the Airport System, and

protects the City's ownership and long-term interest in the property and improvements.

Attachments:

A. RESO w EXH - AST & Science LLC - Ground Lease Agreement

Rebecca Boyd, Airports	Created/Initiated - 7/9/2026
Justine Ruff, Airports	Approved - 7/10/2026
Linda Ochoa, Legal	Approved - 7/15/2026
Jose Ortiz, City Manager	Approved - 7/15/2026
Rachel Guentensberger, City Secretary	Final Approval - 7/15/2026

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF A GROUND LEASE AGREEMENT WITH AST & SCIENCE, LLC REGARDING CERTAIN REAL PROPERTY DESCRIBED AS A 23.107-ACRE TRACT OUT OF SECTION 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a ground lease agreement with AST & Science, LLC regarding certain real property described as a 23.107-acre tract out of Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas (the "Property");

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

THAT the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a ground lease agreement with AST & Science, LLC regarding the Property. Said ground lease agreement shall be in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all 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:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

GROUND LEASE AGREEMENT
BETWEEN THE CITY OF MIDLAND, TEXAS
AND
AST & SCIENCE, LLC

THIS GROUND LEASE AGREEMENT ("*Lease*") is made and effective this 21st day of July, 2026 (the "*Effective Date*"), by and between the **CITY OF MIDLAND, TEXAS** ("*City*" or "*Landlord*"), a home-rule municipal corporation, and **AST & SCIENCE, LLC**, a Delaware limited liability company licensed to do business in the state of Texas ("*Lessee*").

RECITALS

WHEREAS, City owns and operates the Midland International Air & Space Port (the "*Airport*") and Lessee desires to expand certain commercial operations at the Midland Spaceport Business Park; and

WHEREAS, Lessee currently leases certain facilities located at 2901 Enterprise Lane and 2908 Enterprise Lane at the Midland Spaceport Business Park; and

WHEREAS, City and Lessee desire to set forth the terms and conditions under which Lessee will lease certain real property described as an approximate 23.107-acre tract out of Section 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas (the "*Leased Premises*") from City for certain commercial purposes described herein; and

WHEREAS, contemporaneously with the execution of this Lease, Lessee and the Midland Development Corporation ("*MDC*") intend to enter into an economic development agreement to provide certain incentives to Lessee for its expansion and construction of a new facility consisting of a minimum 400,000 square-foot building for satellite manufacturing and production on the Leased Premises (the "*Economic Development Agreement*"), which is incorporated herein by reference for all purposes;

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows:

The Recitals above are incorporated into, and made part of, this Lease for all purposes.

LEASE INFORMATION

Lessee: AST & Science, LLC

Lessee Address: 2901 Enterprise Lane, Midland, Texas 79706

Telephone: _____

Landlord: City of Midland, Texas

Landlord's Address: 300 N. Loraine Street, Midland, TX 79701

ARTICLE 1.
GRANT OF LEASE

1.01 **Leased Premises**: City agrees to lease to Lessee the Leased Premises being more

Exhibit A

particularly shown on **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

1.02 **Easements**: This Lease shall be subject to such easements, rights-of way, and other rights and reservations affecting the Leased Premises that are of record or are clearly visible as of the effective date of this Lease.

1.03 **Acceptance of Leased Premises**: BY EXECUTING THIS LEASE, LESSEE AGREES AND ACKNOWLEDGES THAT LESSEE IS TAKING OR LEASING THE LEASED PREMISES **"AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY CITY THAT THE LEASED PREMISES IS FIT FOR A PARTICULAR PURPOSE**. LESSEE ACKNOWLEDGES, BY EXECUTING THIS LEASE, THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES (INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY), BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE LEASED PREMISES. LESSEE ALSO RECOGNIZES BY EXECUTING THIS LEASE THAT LESSEE IS AGREEING TO ACCEPT THE LEASED PREMISES **"AS IS**," THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE OR LANDLORD HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, LESSEE SHALL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES IS ACCEPTED **"AS IS"** AND WITH ALL FAULTS, EXCLUDING EXPRESS OR IMPLIED WARRANTIES. FURTHER, LESSEE COVENANTS AND AGREES THAT CITY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR GUARANTEES OF ANY KIND WHATSOEVER REGARDING THE DISPOSAL OR EXISTENCE OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED, OR APPLICABLE STATE LAWS.

1.04 **FAA Approval of Form of Lease**:

(a) [Reserved].

(b) FAA Approval. "*FAA Approval*" means the written approval of the Federal Aviation Administration (the "*FAA*") of the form and substance of this Lease (or, if the FAA does not issue formal approvals of lease forms, written confirmation from the Federal Aviation Administration that it has no objection to the form and substance of this Lease) in form and substance reasonably satisfactory to Landlord. For the avoidance of doubt, the parties intend that the FAA Approval (or no-objection determination) will confirm that the form of this Lease does not appear to violate the Landlord's federal obligations under applicable grant assurances, 49 U.S.C. § 47107, FAA

orders and policies, or other applicable federal law.

(c) Submission and Pursuit of FAA Approval. No later than (10) days after the Effective Date, Landlord shall submit the form of this Lease to the FAA for review. Landlord shall use commercially reasonable efforts to obtain the FAA Approval as promptly as practicable thereafter, including by (i) responding timely to all FAA inquiries and requests for information, (ii) providing any additional documentation reasonably requested by the FAA, and (iii) proposing or agreeing to such modifications to the form of this Lease as the FAA may reasonably require to issue the FAA Approval. Landlord shall keep Lessee reasonably informed of the status of the submission and any FAA communications.

(d) Lessee's Cooperation. Lessee shall reasonably cooperate with Landlord in connection with the FAA review process, including promptly furnishing any information, representations, certifications, or documentation reasonably requested by Landlord or the FAA, and executing any amendments or supplements to this Lease that are reasonably necessary or appropriate to obtain the FAA Approval; provided, however, that Lessee shall not be required to consent to any modification that would materially and adversely affect Lessee's rights or increase Lessee's material obligations under this Lease (such consent not to be unreasonably withheld, conditioned, or delayed).

(e) Failure to Obtain the FAA Approval; Termination. If the FAA Approval has not been obtained within one hundred eighty (180) days after the date the form of this Lease is submitted to the FAA for review, or such other date as the parties may agree in writing, then Lessee shall have the right to either (i) elect that this Lease be automatically terminated pursuant to Article 14.02 below or (ii) elect to toll said automatic termination of this Lease for as many days as Lessee wishes (not to exceed 360 days).

(f) Modifications Requested by the FAA. If the FAA requests or requires any modifications to the form of this Lease as a condition to issuing the FAA Approval, the parties shall negotiate in good faith to agree upon mutually acceptable modifications within sixty (60) days after the FAA's request (or such longer period as the parties may agree in writing). If the parties are unable to reach an agreement on modifications acceptable to both parties and sufficient to obtain the FAA Approval, this Lease shall terminate pursuant to Article 1.04(e) above. No modification shall be binding unless set forth in a written amendment signed by both parties.

ARTICLE 2.
TERM OF LEASE

The term of this Lease shall commence on July 21, 2026, and terminate on July 20, 2075, (the "*Lease Term*") unless terminated earlier pursuant to the provisions of this Lease. Lessee may elect to extend this Lease for two (2) consecutive 25-year periods (each, a "*Term Extension*"), subject to the City manager's prior written consent, which consent shall not be unreasonably withheld,

conditioned or delayed, and subject to any agreed upon modifications of this Lease. The City shall notify Lessee twenty-four (24) months in advance of any Term Extension whether or not it intends to approve a Term Extension request. For purposes of this Lease, "*Lease Term*" shall include any Term Extension.

ARTICLE 3.
RENT

3.01 **Amount of Monthly Rent ("*Rent*"): $39,819.36** $0.72/SF/Year (320,771 sq. ft.) +

$0.36/SF/Year (685,771 sq. ft.)

Prior to FAA Approval, Lessee shall not pay any Rent.

Commencing on the 10th business day after FAA Approval ("Payment Commencement Date"), and continuing on or before the tenth (10th) business day of each month thereafter, Lessee shall pay Landlord the monthly Rent of THIRTY-NINE THOUSAND EIGHT HUNDRED NINETEEN and 36/100 Dollars ($39,819.36) per month on or before the tenth (10th) business day of each month as a fixed rent for the next month's rent. Rent for any fractional month at the beginning or end of the Lease Term shall be prorated on a per-day basis.

3.02 **Delivery of Rent**: Lessee shall timely pay to Landlord Rent, without deduction or set off, at Landlord's address (or such other address as Landlord may from time to time designate in writing to Lessee). Rent shall be payable monthly in advance (including any partial month). Monthly installments of Rent shall be due on the tenth (10th) business day of the first full calendar month of the Lease Term with a ten (10) day grace period as set forth in Article 3.01, and continuing the first day of each succeeding calendar month during the Lease Term. Rent for any fractional month at the beginning of the Lease Term after the Payment Commencement Date shall be prorated based on 1/365 of the current annual Rent for each day of the partial month this Lease is in effect after the Payment Commencement Date and shall be due on the Payment Commencement Date of this Lease. All sums payable by Lessee under this Lease, whether expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code and for all other purposes. In addition, Lessee shall pay its electricity and other utility charges at the end of each month.

The wiring instructions for all payments to Landlord are as follows:

Account Name: City of Midland
Bank Name: _____
Account Number: _____
ABA Routing Number: _____

The wiring instructions for all payments to Lessee are as follows:

Account Name: AST & Science, LLC
Bank Name: _____

Account Number: _____
ABA Routing Number: _____

3.03 **Triple Net Rent:** The rent paid by Lessee will be on a triple net basis. Commencing after FAA Approval, Lessee agrees to pay as additional rent an amount equal to the sum of the following (collectively called "*Additional Rent*"): (a) all ad valorem taxes on the Leased Premises and all improvements thereon (including, without limitation, the Leased Premises; (b) all premiums for insurance carried by Landlord on the improvements and operations situated on the Leased Premises; and (c) all expenses and liabilities incurred by Landlord in connection with its possession of the Leased Premises, including without limitation, deductibles on insured claims, and for the purposes of the foregoing, the amount of the said deductible(s) shall be passed through to the Lessee in the year of the occurrence of the event causing such claim based on the amount of the deductible set forth in the policy.

3.04 **Real Estate Tax Protest:** Lessee has no right to protest the real estate tax rate assessed against the Leased Premises and/or the appraised value of the Leased Premises determined by any appraisal review board or other taxing entity with authority to determine tax rates and/or appraised values (each a "*Taxing Authority*"). Lessee hereby knowingly, voluntarily and intentionally waives and releases any right, whether created by law or otherwise, to (a) file or otherwise protest before any Taxing Authority any such rate or value determination even though Landlord may elect not to file any such protest; (b) receive, or otherwise require Landlord to deliver, a copy of any reappraisal notice received by Landlord from any Taxing Authority; and (c) appeal any order of a Taxing Authority that determines any such protest. The foregoing waiver and release covers and includes any and all rights, remedies and recourse of Lessee, now or at any time hereafter, under Section 41.413 and Section 42.015 of the Texas Tax Code (as currently enacted or hereafter modified) together with any other laws, rules or regulations covering the subject matter thereof. Lessee acknowledges and agrees that the foregoing waiver and release was bargained for by Landlord and Landlord would not have agreed to enter into this Lease in the absence of this waiver and release. If, notwithstanding any such waiver and release, Lessee files or otherwise appeals any such protest, then Lessee shall be in default under this Lease and, in addition to Landlord's other rights and remedies, Lessee must pay or otherwise reimburse Landlord for all costs, charges and expenses incurred by, or otherwise asserted against Landlord as a result of any tax protest or appeal by Lessee, including, appraisal costs, tax consultant charges and attorneys fees (collectively, the "*Tax Protest Costs*"). If as a result of Lessee's tax protest or appeal, the appraised value for the Leased Premises is increased above that previously determined by the Taxing Authority (such increase, the "*Value Increase*") for the year covered by such tax protest or appeal (such year. the "*Protest Year*") then Lessee must pay Landlord, in addition to all Tax Protest Costs, an amount (the "*Additional Taxes*") equal to the sum of the following: (i) the product of the Value Increase multiplied by the tax rate in effect for the Protest Year plus (ii) the amount of additional taxes payable during the five (5) year period following the Protest Year, such amount to be calculated based upon the Value Increase multiplied by the tax rate estimated to be in effect for each year during such five (5) year period. Lessee must pay all Additional Taxes. The Additional Taxes will be conclusively determined by a tax consultant selected by Landlord, without regard to whether and to what extent Landlord may be able in years following the

Protest Year to reduce or otherwise eliminate any Value Increase. All Tax Protest Costs and Additional Taxes must be paid by Lessee within five (5) days following written demand by Landlord.

ARTICLE 4.
USE OF LEASED PREMISES

4.01 **Permitted Uses**: Lessee shall be permitted to use the Leased Premises for the purpose of the permitting, design, construction, and conducting for-profit commercial services or activities consisting of one or more of the following operations and no others:

(a) Lessee's permitting, design, construction and operation of a new facility consisting of a minimum 400,000 square-foot building for satellite manufacturing and production on the Leased Premises (the "*Facility*") and all actions incidental thereto;

(b) Lessee's commercial operations, including, without limitation, the use of the Premises for frequency laboratory and communications system assembly, testing, integration, and related activities; manufacturing support operations; the design, development, installation, operation, maintenance, and support of gateway and ground antenna infrastructure and associated facilities; research and development activities; engineering, technical, and prototype laboratories; information technology infrastructure necessary for such commercial operations; warehousing, storage, distribution, office, administrative, training, security, and other ancillary or related uses; and any other lawful activities reasonably incidental or related to Lessee's business operations;

(b) Vehicular parking for Lessee, its officers, employees, agents, invitees, and contractors, as is incidental and/or necessary to Lessee's operations and construction of the Facility;

(c) Storage of goods and equipment incidental and/or necessary to Lessee's construction of the Facility and operations thereon; and

(d) Such other FAA-compliant uses as may be permitted in writing by City, such permission not to be unreasonably withheld, conditioned or delayed.

4.02 **Prohibited Uses**: Lessee agrees to comply with the following:

(a) Lessee shall at no time use, or permit the use of, the Leased Premises in a manner that is contrary to applicable federal, state, or local laws, ordinances, rules, or regulations, which shall include, but not be limited to, applicable FAA rules and regulations and applicable regulations for the use of the Airport as may from time to time be promulgated by MDC or City;

(b) Lessee shall not permit any permanent, unshielded light or illumination source to cause glare as viewed from any street, adjacent properties, or operating aircraft;

(c) Lessee shall not cause or permit the burial or storage above ground on the Leased

Premises of any hazardous waste or materials, as defined by federal or state law, except in accordance with applicable federal, state, or local laws, ordinances, regulations, and rules, as may be adopted or amended from time to time;

(d) Lessee shall not cause or permit any use or activity on the Leased Premises that is likely to create a hazardous condition for aircraft operating at the Airport;

(e) Lessee shall not allow the Leased Premises to be used for parking of motor vehicles, motorcycles, or motor driven equipment by anyone other than customers, employees, or contractors of Lessee except as may be authorized by the Director of Airports, with all such parking being limited to areas designated by the Department of Airports for such parking. Lessee shall not be in default for the improper parking of vehicles over which neither Lessee nor any of its sublessees, customers, employees, or contractors have any control; and

(f) Lessee shall not allow airline passenger operations to be conducted on the Leased Premises. The Leased Premises shall not be used for any use that is disreputable or creates extraordinary fire hazards or results in an unreasonable increased rate of insurance on the Leased Premises or its contents or the storage of any hazardous materials or substances. If, because of an act on the party of Lessee, the rate of insurance on the Leased Premises, its facilities or its contents increases, Lessee shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's other rights. Lessee shall conduct its business and control each other Lessee party or agent, so as not to create any nuisance or unreasonably interfere with other Lessees or Landlord in its management of the Leased Premises, its facilities or contents. Subject to Landlord's reasonable security measures and the Rules and Regulations described in Article 17.06, Lessee and its agents and employees shall have access to the Leased Premises on a 24/7 basis.

ARTICLE 5.
OBLIGATIONS OF LESSEE REGARDING CONSTRUCTION OF FACILITY

5.01 **Approval of Plans Not Assurance of Design Quality:** The parties acknowledge that Lessee intends to engage a contractor for the purpose of entering a build-to-suit lease or other similar construction contract (the "*Construction Contract*") to provide for the construction of the Facility that Company will ultimately use and occupy during the Lease Term. Additionally, and in accordance with Article 5.05 below, the parties acknowledge and agree that City shall become the sole owner of the Facility and all other improvements, including buildings, structures, or permanent, non-removable fixtures installed on the Leased Premises upon the termination of this Lease. Accordingly, Lessee agrees that it is in the public interest of the citizens of the City of Midland, Texas, to provide for certain review procedures, obligations, and requirements, related to the design and construction of the Facility as follows:

(a) Design. Lessee shall, by July 31, 2027 submit to City, or cause to be submitted to City, a site plan, conceptual design documents, and design and construction

documents for the Facility, as may be amended by change orders.

(b) Approval of Design and Construction Documents. Lessee must obtain City's written approval of the Design and Construction Documents, which shall not be unreasonably withheld, conditioned, or delayed. City shall either approve or disapprove (with specific objections listed if disapproved) each set of Design and Construction Documents within thirty (30) days following delivery thereof to City. If City fails to approve or disapprove the applicable set of Design and Construction Documents within the applicable 30-day period, then Lessee shall give City a second written notice, which must state in conspicuous type the following: **"THIS NOTICE REQUIRES IMMEDIATE ATTENTION. FAILURE TO RESPOND IN WRITING IN THE MANNER REQUIRED BY THE GROUND LEASE AGREEMENT WITH APPROVAL OR DISAPPROVAL OF THE ENCLOSED DESIGN AND CONSTRUCTION DOCUMENTS WITHIN FIVE (5) CALENDAR DAYS AFTER RECEIPT HEREOF SHALL BE DEEMED YOUR APPROVAL OF THE ENCLOSED."** If City fails to either approve or disapprove (with specific objections listed if disapproved) the Design and Construction Documents, then such set of Design and Construction Documents shall be deemed to have been approved by City. Compliance with the Design and Construction Documents shall be as reasonably determined by City.

The approval by City of the Design and Construction Documents applies only to the conformity of such plans to the general architectural and operational plan for the Leased Premises and the Airport. The approval of City does not constitute approval of the quality of the architectural or engineering work performed. City shall not assume any liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the Design and Construction Documents. Construction of any contemplated improvements shall be in accordance with the Design and Construction Documents presented to and approved by City. All construction work shall be subject to inspection by a representative employed by City or an inspector from the Development Services Department of the City of Midland, or both, to determine that such work conforms to the Design and Construction Documents approved by City, which inspections shall be conducted and adjudicated on a time-is-of-the-essence basis.

5.02 **Contractor's Insurance; Bonds:** At any time construction activities are undertaken on the Leased Premises, Lessee shall require that its contractor or contractors keep in force insurance issued by a responsible insurance company or companies authorized to conduct business in the State of Texas insuring the improvements during construction under Completed Builder's All-Risk Insurance, including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the full insurable value of such construction as the same progresses in order to insure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. **ALL INSURANCE SHALL NAME CITY AS AN ADDITIONAL INSURED AND LOSS PAYEE, AND PROVIDE FOR A WAIVER OF SUBROGATION IN FAVOR OF CITY.** Lessee shall require all contractors performing construction work on the Leased Premises to provide payment and performance bonds issued by a responsible bonding company or companies

authorized to conduct business in the State of Texas for the full amount of the cost of the construction to be performed on forms that are in compliance with Texas Government Code Chapter 2253, as amended. The foregoing shall be made a part of any contract between Lessee and its contractor or contractor. If Lessee does not complete the construction work itself; it shall comply with the all-risk insurance provisions hereof.

(a) Compliance with Texas Government Code § 2252.909. In the event Lessee (or any of Lessee's contractors, subcontractors, or agents) undertakes any construction, alteration, or repair of any improvement to the Leased Premises (collectively, "Work"), Lessee shall comply with all requirements of Texas Government Code § 2252.909(b), as may be amended.

(b) Bonds Required. To the extent required by applicable Texas law, Lessee shall include the following requirements in every contract (and require all lower-tier subcontractors to include the same in their contracts) for any Work:

(1) The contractor shall execute and deliver to Lessee, prior to commencement of the Work, a payment bond that conforms to Subchapter I, Chapter 53, Texas Property Code, as may be amended; and

(2) The contractor shall execute and deliver to Lessee, prior to commencement of the Work, a performance bond in an amount equal to the full contract price for the Work, issued by a surety authorized to do business in the State of Texas, naming City as an obligee, and conditioned upon the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents.

(c) Notice of Commencement. To the extent required by applicable Texas law, Lessee shall deliver to City a written Notice of Commencement at least ninety (90) days before the date any Work is scheduled to begin. The Notice of Commencement must contain the following:

(1) Identification of the Leased Premises where the Work will be performed;

(2) A detailed description of the Work to be performed;

(3) The total cost of the Work to be performed;

(4) Copies of the performance bond and payment bond required under Subsection (b) above; and

(5) A written acknowledgment signed by the prime contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth (5th) day after the date a subcontract is executed.

(d) City's Right to Object. To the extent required by applicable Texas law, City shall have the right, but not the obligation, to notify Lessee on or before the tenth (10th) day after receipt of the Notice of Commencement that the proposed Work may not proceed. Lessee shall not commence any Work until either (i) the ten-day period has expired without City delivering such notice, or (ii) City has provided written approval to proceed.

(e) Indemnity and Survival. **LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY FROM ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, OR PENALTIES ARISING OUT OF LESSEE'S FAILURE TO COMPLY WITH THIS ARTICLE 5.02 OR TEXAS GOVERNMENT CODE § 2252.909. THIS ARTICLE 5.02 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.**

5.03 **Compliance with Building Codes and Federal Standards**: All improvements made to the Leased Premises by Lessee shall comply with all applicable City Building Codes and federal standards for construction of airport improvements in effect at the time construction commences as well as all other applicable Federal Aviation Administration regulations, if any.

5.04 **Encumbrance of Leasehold Estate**: Lessee shall at no time encumber or attempt to encumber its leasehold interest in the Leased Premises by deed of trust, mortgage, security agreement or other security interest.

5.05 **Ownership of Buildings, Improvements and Non-Removable, Permanent Fixtures; Construction Contract**: Any and all buildings, improvements (including, but not limited to all aprons, taxiways and roadways), additions, alterations, and non-removable permanent fixtures existing on the commencement date of this Lease or that are constructed or placed on any part of the Leased Premises during the Lease Term shall be considered part of the real property of the Leased Premises, shall remain on the Leased Premises, and shall not be removed by Lessee without the written consent of City.

(a) City's Reversionary Interest. Title to the Facility and all other improvements, including buildings, structures, or non-removable permanent fixtures constructed or installed on the Leased Premises shall automatically and without necessity of an affirmative act pass to City upon the expiration or termination of this Lease without compensation to Lessee or any third-party claiming an interest in the same. Lessee shall ensure that title to such improvements shall pass to City free and clear of all liens, claims, or encumbrances, it being understood and agreed by Lessee that the improvements located on the Leased Premises at the end of the Lease Term are additional consideration for this Lease. For the avoidance of doubt, Lessee shall have the right at any time during Lessee's occupancy of the Leased Premises, or within a reasonable time thereafter, to remove any and all furniture, machinery, tools, inventory, computers, equipment, but not non-removable permanent fixtures owned or placed by Lessee, in, under, or on the Leased Premises; provided, however, Lessee shall repair any damage to any buildings or improvements on the Leased Premises resulting from their removal within ninety (90) days after the termination date of this Lease. Subject to any Landlord waiver from time to time in effect, any personal

property items owned by Lessee which are not removed within ninety (90) days after the termination date of this Lease shall, upon notice by City to Lessee, become the property of City as of that date.

(b) Construction Contract. The parties expressly acknowledge and agree that, although construction materials may constitute collateral under the Construction Contract or other related agreement(s) before incorporation into the Facility, neither the Facility nor any portion, component, improvement, or fixture thereof shall constitute collateral under the Construction Contract or other related agreement(s), or be subject to any security interest, lien, claim, or encumbrance arising under or in connection with the Construction Contract or other related agreement(s). Prior to "Substantial Completion" (as defined in the Economic Development Agreement) Lessee shall use its best efforts to cause the contractor(s) under the Construction Contract and any other related agreement to execute and deliver a reasonably acceptable acknowledgement pertaining to the foregoing City's reversionary interest. The determination as to whether such acknowledgment(s) are acceptable shall be determined in the sole but reasonable discretion of City.

(c) Delivery of Construction Contract and Acknowledgement. Lessee shall not enter into the Construction Contract or other related agreement(s) without first obtaining City's prior written approval of the form of the same, which approval shall be promptly provided to the Company so long as the Construction Contract satisfies the express requirements contained in this Lease. City shall either approve or disapprove (with specific objections listed if disapproved) each set of a Construction Contract within ten (10) days following delivery thereof to City. If City fails to approve or disapprove the applicable Construction Contract within the applicable 10-day period, then Lessee shall give City a second written notice, which must state in conspicuous type the following: "THIS NOTICE REQUIRES IMMEDIATE ATTENTION. FAILURE TO RESPOND IN WRITING IN THE MANNER REQUIRED BY THE GROUND LEASE AGREEMENT WITH APPROVAL OR DISAPPROVAL OF THE ENCLOSED CONSTRUCTION CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIPT HEREOF SHALL BE DEEMED YOUR APPROVAL OF THE ENCLOSED." If City fails to either approve or disapprove (with specific objections listed if disapproved), then the Construction Contract shall be deemed to have been approved by City. Lessee shall deliver to City a fully executed copy of the Construction Contract within ten (10) days of its execution.

(d) Construction Contract; Indemnity and Release. **LESSEE AGREES THAT IT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS, COUNCIL MEMBERS, ATTORNEYS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY FEES, BROUGHT FOR OR ON ACCOUNT OF ANY ACTION, CLAIM, DISPUTE, SUIT, OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THE CONSTRUCTION CONTRACT AND RELATED AGREEMENT(S), INCLUDING BUT NOT LIMITED TO ANY PURPORTED INTEREST, CLAIM, LIEN, ENCUMBRANCE, OR OTHER RIGHT ASSERTED AS TO THE FACILITY OR**

THE LEASED PREMISES IN CONNECTION WITH CITY'S REVERSIONARY INTEREST REFERENCED IN THIS ARTICLE. LESSEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S RESPECTIVE OFFICERS, AGENTS, BOARD MEMBERS, COUNCIL MEMBERS, ATTORNEYS, OR EMPLOYEES IN CONNECTION WITH THIS INDEMNITY OBLIGATION.

LESSEE HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, OFFICERS, AGENTS, AND ATTORNEYS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES AND CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED IN ANY WAY TO CITY'S REVERSIONARY INTEREST REFERENCED IN THIS ARTICLE, INCLUDING BUT NOT LIMITED TO ANY PURPORTED INTEREST, CLAIM, ENCUMBRANCE, OR OTHER RIGHT ASSERTED AS TO THE FACILITY OR THE LEASED PREMISES UPON THE TERMINATION OR EXPIRATION OF THIS LEASE.

ARTICLE 6.
REPAIRS, MAINTENANCE AND RESTORATION

6.01 **Maintenance of Leased Premises**: After FAA Approval, Lessee shall, at Lessee's sole expense, keep the Leased Premises and all improvements of any kind in good repair, condition and appearance. Lessee shall, at its sole cost and expense, provide for, or cause to be provided for, the design, installation, and maintenance of landscaping improvements at and along the Leased Premises, including but not limited to trees, shrubs, groundcover, turf, irrigation systems, hardscape edging, and related appurtenances in a manner that is consistent in aesthetics, species selection, spacing, scale, density, materials, and quality with the existing landscaping installed along adjacent properties and public rights-of-way within the Spaceport Business Park, and shall keep mowed and in a sightly condition all landscaping and grass areas within the Leased Premises. City shall be the sole judge of the quality of Lessee's maintenance; provided, however, City shall not unreasonably withhold acceptance of said repairs or maintenance. Upon written notice by City to Lessee, Lessee shall be required to perform such reasonable maintenance under this Article 6.01, as City considers necessary. If Lessee does not undertake such maintenance within ten (10) business days after receipt of written notice, City shall have the right to enter on the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by Lessee. City shall have no obligation as to the maintenance of the Leased Premises.

Subject to the provisions of Article 5.05 and the improvements anticipated to be made to the Leased Premises under this Lease and pursuant to the Economic Development Agreement, Lessee shall surrender the Leased Premises to City on the last day of the Lease Term free and clear of any debris and in substantially similar condition as the Leased Premises existed as on the Effective Date, except as contemplated in this Lease and except for ordinary wear and tear.

All material repairs and material maintenance described in this Article shall be performed only by contractors and subcontractors approved in writing by Landlord (which approval

will not be unreasonably withheld or delayed). Lessee shall cause all contractors and subcontractors to procure and maintain insurance coverage against such risks, in such amounts, and with such companies as Landlord may reasonably require, and to procure payment and performance bonds reasonably satisfactory to Landlord covering the cost of the repairs and maintenance. All such repairs and maintenance shall be performed in accordance with all laws and in a good and workmanlike manner. All such repairs and maintenance that may affect the Facility's HVAC, electrical, plumbing, other mechanical systems, the roof, or structural elements must be approved by City.

6.02 **Trash and Waste Removal**: Lessee agrees to cause to be removed from the Leased Premises, at its own expense, all waste, garbage, and rubbish, and agrees not to deposit same on the Leased Premises except temporarily in waste or garbage containers provided by Lessee at Lessee's expense. Excluding the temporary storage of parts, supplies, and materials related to the construction of the Facility, Lessee shall store all parts, supplies, and other materials on the interior of buildings located on the Leased Premises, provided, however, that any parts or supplies which must be kept outside because of volatility of the supply item or the size of the part will be kept out of view of the public traveling on public rights of way or other surrounding Lessees by installation of fencing or other means of screening approved by City and the Director of Airports.

ARTICLE 7.
ACCESS TO AND USE OF AIRPORT

7.01 **Access to Airport:** City shall maintain all roads on the Airport giving access to the Leased Premises in good and adequate condition for use by cars and trucks and shall always maintain free and uninterrupted access to the Leased Premises over roads; provided, however, City shall not be in default of this Lease if access is interrupted.

7.02 **Right to Use Airport:** Lessee and Lessee's employees, sublessees, agents and guests shall have the right to use that part of the Airport and its facilities not included within the Leased Premises in common with others authorized to do so. Such use shall be subject to all applicable federal, state or local laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, lawfully exercising jurisdiction over the Airport or the activities and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

7.03 **Vehicular Operations on the Airfield**: No vehicles of Lessee, its employees, customers, guests, or invitees shall be allowed to operate on, or cross, the runways and taxiways and their respective safety areas of the Airport. When necessary, Airport Operations Control Center personnel shall provide Lessee and its employees, sublessees, agents and invitees escorted access to and from the airfield area.

7.04 **Airport Security Rules and Regulations**: Lessee, its directors, officers, employees, and contractors shall comply with all federal and local Airport Security Regulations adopted by City or the Department of Airports as such rules and regulations exist or may hereafter be amended.

7.05 **14 C.F.R. Part 77 Requirements**: Lessee agrees to comply with the notification and review requirements set forth in Part 77 of the Federal Aviation Regulations [14 CFR Part 77] in the construction of the Facility or in the event any other future structure, antenna or building is planned for the Leased Premises, or in the event of any planned modification of the same on the Leased Premises.

7.06 **Control of Structures**: Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises, which highest point is above a mean sea level elevation established by the FAA and City as a height limitation on such structures or objects. City reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree at Lessee's expense.

7.07 **Aerial Approaches**: City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on or adjacent to the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.08 **Right of Over-flight**: There is hereby reserved to City, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.

ARTICLE 8.
INSURANCE AND INDEMNITY

8.01 **Lessee's Minimum Insurance Amounts:** Lessee shall obtain and maintain continuously in effect at all times during the Lease Term, at Lessee's sole expense, at least the following minimum insurance policies and coverages with a carrier or carriers licensed to do business in the State of Texas and satisfactory to City:

(a) Property and Casualty Insurance insuring against loss or damage of all property being maintained or repaired by Lessee due to fire, lightning and all other perils included in standard extended coverage policies, and vandalism and malicious mischief, all in amounts of not less than one hundred percent (100%) of replacement value;

(b) Commercial General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Leased Premises, or any other portion of the Airport, in at least the amount of $10,000,000.00 per individual, $10,000,000.00 per occurrence and $10,000,000.00 with respect to property, and the statutory limits with respect to worker's compensation.

All insurance policies referenced herein or procured by Lessee for the purposes contemplated herein shall name City as an additional insured and provide for a waiver of subrogation in favor of City. City shall not be liable to Lessee or those claiming by, through, or under for any injury to or death of any person or the

damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "*Loss*") caused by casualty, theft, fire, third parties, or any other matter (including Losses arising through repair or alteration of any part of the Lease Premises or failure to make repairs, or from any other cause), regardless of whether the negligence of any party caused such Loss in whole or in part. Lessee waives any claim it might have against City for any damage due to theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy maintained by it that covers the Leased Premises, City's or Lessee's fixtures, personal property, leasehold improvements, or business, or is required to be insured against by it under the terms hereof, regardless of whether the negligence or fault of the other party caused such loss. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

8.02 **Lessee's Coverage Primary:** All insurance herein required shall apply as primary and not in excess of or contributing with other insurance that City may carry. Insurance provided pursuant to Article 8.01 shall name City as an additional insured or loss payee and provide for a waiver of subrogation in favor of City. The comprehensive general liability policy as provided in Article 8.01(b) shall provide contractual liability coverage sufficiently broad to include the liability assumed by Lessee under this Lease.

8.03 **Contents of General Liability Policy:** Lessee's Comprehensive General Liability policy shall protect City and Lessee against any and all liability to any person or persons whose property damage or personal injury arises out of or is in connection with the occupation, use, or condition of the Leased Premises, or resulting from any injury or damage occurring on or about the roads, driveways or other public areas of the Leased Premises used by Lessees, its agents, officers, employees, guests, invitees, and contractors at the Airport, whether or not such damage or injury is the result of negligence of Lessee or its agents, officers, employees, guests, invitees, or contractors.

8.04 **Cancellation and Certificates of Insurance:** Lessee's insurance as required by this Lease shall not be subject to cancellation or material alteration until at least thirty (30) days' written notice has been provided to City. Lessee shall furnish to City, annually, certificates of insurance evidencing City's status as an additional insured and that all the requirements of this Article have been met.

8.05 **City's Right to Purchase Insurance:** In the event such insurance as required by Article 8.01 shall lapse, such event shall constitute a default by Lessee if Lessee does not reinstate such insurance within 15 days of notice from City and City reserves the right to obtain such insurance at Lessee's expense upon the expiration of such 15-day period. Upon demand from City, Lessee shall reimburse City for the full amount of the premium paid on Lessee's behalf.

8.06 **Indemnity: LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS, COUNCIL MEMBERS, ATTORNEYS 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 LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF OR RESULTING FROM (I) LESSEE'S USE OF OR ACTIVITIES ON THE LEASED PREMISES, OR (II) LESSEE'S ACTIVITIES AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, AND TO THE EXTENT OF SUCH INDEMNITY, LESSEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS, COUNCIL MEMBERS, ATTORNEYS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

LESSEE AGREES THAT IT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS, COUNCIL MEMBERS, ATTORNEYS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY ACT OR OMISSION (EXCLUDING NEGLIGENCE OR WILLFUL CONDUCT) OF CITY OR CITY'S AGENTS, COUNCIL MEMBERS, ATTORNEYS, AND EMPLOYEES, WHETHER SUCH ACT OR OMISSION WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE, OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LESSEE OR LESSEE'S EMPLOYEES', AGENTS', CONTRACTORS', OR SUBCONTRACTORS' NEGLIGENCE. TO THE EXTENT OF SUCH INDEMNITY, LESSEE SHALL BE REQUIRED TO PAY ANY JUDGEMENT WITH COSTS THAT MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S RESPECTIVE OFFICERS, AGENTS, BOARD MEMBERS, COUNCIL MEMBERS, ATTORNEYS, OR EMPLOYEES.

ARTICLE 9.
UTILITIES

Lessee shall be solely responsible for the payment of electric, internet, water, sewer, refuse, and natural gas utility services used on the Leased Premises.

ARTICLE 10.
SIGNS

10.01 **Consent Required:** Except with the prior-written consent of the Director of Airports, which shall not be unreasonably withheld, Lessee shall not erect, maintain, or display any signs or any advertising at, or on, the exterior of the Facility.

10.02 **Monument Signage:** Lessee shall install, or cause to be installed, a sign containing

Lessee's name and/or logo on the monument sign serving the Leased Premises; provided, however, that Lessee shall obtain City's prior written approval of such sign prior to its installation. The design, size, specifications, graphics, materials, manner of affixing, exact location, colors, and lighting (if applicable) of Lessee's sign shall be in a form substantially similar to the architectural drawings contained in the Project Manual for the Midland Development Corporation Landscape Improvements to the Spaceport Business Park Project and the associated Midland Development Corporation Landscape Improvements Construction Plans. Said Project Manual and Construction Plans are incorporated herein by reference and shall be kept on file in the offices of City. The parties agree that all right, title, and interest in Lessee's sign and the monument sign shall remain with City.

10.03 **Removal on Termination:** Upon the termination of this Lease, Lessee shall remove, obliterate, or paint out, as City may direct, all signs and advertising on the Leased Premises or elsewhere at the Airport, and in connection therewith shall restore the Leased Premises to the same condition as prior to the placement of any such signs or advertising. If there is a failure by Lessee to so remove, obliterate, or paint out each sign or advertising and so to restore the Leased Premises within seven (7) business days after termination, City may, at its option, perform the necessary work at the expense of Lessee, and the charge therefor shall be paid by Lessee to City on demand. In certain circumstances, City may elect to allow specific signs to remain as existing at the termination of this Lease. Such signs shall be identified and agreed upon mutually, in writing, by Lessee and City.

ARTICLE 11.
SUBLEASING

At no time shall Lessee sublease any portion of the Leased Premises or otherwise assign its interests or obligations in this Lease (a "*Transfer*") without the written consent of City, which shall not be unreasonably conditioned, withheld, or delayed. Any such assignment or attempted assignment shall be void. Notwithstanding the foregoing, City's consent shall not be required in connection with any Transfer to one or more entities comprising Lessee's Affiliated Group (as hereinafter defined). "*Lessee's Affiliated Group*" shall mean Lessee, the parent company of Lessee (AST SpaceMobile, Inc.), and all subsidiaries of Lessee or the parent company of Lessee (including, without limitation, AST SpaceMobile, Inc.) and any successor thereto. Any assignee shall agree to be bound by the terms of this Lease and the Economic Development Agreement, as applicable.

ARTICLE 12. TAX
LIENS

Lessee shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes (excluding real property taxes attributable to periods prior to FAA Approval) attributable to periods prior to the termination of this Lease, including, but not limited to, sales, use, amusement, or excise tax required to be collected and paid over by Lessee to the appropriate taxing authority. Furthermore, Lessee shall be responsible for the payment of any applicable ad valorem taxes and any taxes on Lessee's personal property located on the Leased Premises (unless the Lessee shall have failed to remove such property upon termination of the Lease and the Lessor has elected to retain such personal property pursuant to Section 5.05(a)) . Lessee shall at no time permit the foreclosure of any tax liens on Lessee's leasehold interest in the Leased Premises or the buildings,

non-removable permanent fixtures, or other improvements located on the Leased Premises. City shall have the right to pay such taxes due after reasonable request of City and Lessee's refusal to pay such taxes, and upon demand Lessee shall reimburse the City for taxes paid plus any penalties, interests, and reasonable attorney fees incurred, subject to Lessee's right to challenge the validity of such taxes in whole or in part, in which case the reimbursement shall be deferred until resolution of the challenge. If Lessee is successful in any challenge regarding the payment of any tax, City shall be subrogated to any recovery obtained by Lessee to the extent of the amount of taxes, interests, penalties, and attorney fees previously paid by City and not already reimbursed by Lessee.

ARTICLE 13. DEFAULT AND REMEDIES

13.01 **Default by Lessee:** Each of the following, after the giving of notice and the expiration of the grace period as specified in Article 13.08, shall be deemed to be an "event of default" or an "Event of Default" by Lessee under this Lease:

a) Lessee shall fail to pay more than ten (10) days after due any installment of rent or any other payment required pursuant to this Lease;

b) Abandonment of the Leased Premises;

c) Lessee or any guarantor of Lessee's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit in writing that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all the assets of Lessee of any guarantor of Lessee's obligations hereunder;

d) Lessee or any guarantor of Lessee's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

e) Lessee shall do or permit to be done any act that results in a material lien being filed against the Leased Premises and Lessee thereafter (i) fails to discharge such lien or bond over such lien within ninety (90) days following Lessee's receipt of notice of such lien and (ii) fails to contest such lien in good faith by appropriate proceedings; for purposes of this Article 13.01(e), a "*material lien*" shall mean any lien in an amount exceeding Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00).

f) The liquidation, termination, dissolution of Lessee or any guarantor of Lessee's obligations hereunder; or

g) Subject to Lessee's rights to a notice and cure period as set forth in the terms, provisions and covenants of this Lease and Economic Development Agreement, and subject to Article 13.08 hereof, (i) Lessee shall be in default of or shall fail to comply in any material respect with any other term, provision or covenant of this Lease other than those specified in subparts (a) through (f) above, or (ii) a "Default" has occurred and is continuing under the Economic Development Agreement.

13.02 **Abandonment of the Business by Lessee:** Lessee agrees that the abandonment by Lessee of the conduct of its business activities at the Leased Premises, as defined herein, shall give City the right to terminate this Lease. By so terminating this Lease, City does not waive any other claim or rights against Lessee. For the purposes of this Article 13.02, the term "*Abandonment*" shall mean the occurrence of either of the following: (a) Lessee's cessation for a period of one hundred eighty (180) consecutive days or more of both ("Permitted Uses") (i) permitting, design and construction activities associated with the Facility and (ii) business operations or other permitted use of the Leased Premises; or (b) the total number of FTEs (as defined in the Economic Development Agreement) working in the Leased Premises, as certified by Lessee on a quarterly basis in accordance with this Article 13.02, is less than one hundred twenty (120) as of the end of any fiscal quarter for two (2) consecutive fiscal quarters; provided, however, in each case of (a) and (b), Abandonment shall not include any temporary cessation, interruption, delay, or suspension resulting from or related to FAA Approval, permitting, design, financing, construction sequencing, maintenance, repair, casualty, condemnation, war, strike, labor dispute or shortage, material shortage, supply chain disruption, pandemic, epidemic, governmental action or inaction, utility delay, weather event, act of God, or any other cause beyond Lessee's reasonable control or attributable to casualty, condemnation, or scheduled or reasonably necessary maintenance, retooling, or modernization of the New Facility, in each case so long as Company is using commercially reasonable efforts in connection with the resumption of Permitted Uses. Lessee shall, within thirty (30) days following the end of each fiscal quarter during the Lease Term, provide City with a written certification, signed by an authorized officer of Lessee, stating the total number of FTEs working in the Leased Premises as of the end of such fiscal quarter. Such certification shall be in a form reasonably acceptable to City. Any termination by City under this Article 13.02 shall be subject to the notice and cure periods set forth in Article 13.08.

13.03 **No Remedy Exclusive:** No remedy herein conferred upon or reserved to City or Lessee is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or the Economic Development Agreement, or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. To entitle City and Lessee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Notwithstanding anything to the contrary in this Lease or the Economic Development Agreement, the maximum liability of the Lessee under this Lease for any Event of Default shall be an amount equal to four (4) years of Rent; provided, however, that the foregoing limitation shall not apply to Lessee's indemnity obligations under this Lease.

13.04 **Landlord's Lien:** Any Landlord's lien arising by operation of law or otherwise, and any exercise of an option to terminate the leasehold, reenter, and relet the Leased Premises (including, taking possession of any personal property, equipment, inventory, fixtures, furnishings, machinery, documents, accounts, contract rights, general intangibles, and other assets of any kind located on, used in connection with, or relating to the Leased Premises, whether now owned or hereafter acquired (the "*Collateral*") and selling it at

public or private sale) shall in all events be subject to the rights of any lender pursuant to the terms and conditions of a Landlord Consent (defined below). At any time and from time to time, upon request of Lessee, Landlord shall promptly execute and deliver an agreement releasing and confirming no interest in, or at the election of Company, subordinating all of Landlord's right to any Collateral and other assets, and Landlord's rights and remedies, to those of one or more lenders or vendors to Lessee and its affiliates. In addition, MDC shall promptly execute and deliver, and shall cause the City to execute and deliver, any consent, collateral access agreement or waiver reasonably requested by Lessee in connection with equipment or other financing transactions to which Lessee is or may become a party, including without limitation a consent or agreement in substantially the form of the Consent to Removal of Personal Property attached hereto as Annex 1 (the "*Landlord Consent*").

13.05 **No Waiver of Breach:** City's failure or delay in declaring the existence of an event of default by Lessee shall not be construed as a waiver thereof, nor shall it be construed to waive or to lessen the right of City to insist upon the performance by Lessee of any term, covenant, or condition hereof, or to exercise any rights given it on account of any such event of default. A waiver of any event of default shall not be deemed to be a waiver of the same, similar, or any other subsequent event of default.

13.06 **Expeditious Action:** Notwithstanding any provision as to notice in this Lease, if in City's reasonable judgment the continuance of any event of default by Lessee for the full period of the notice to cure the event of default may jeopardize the operation of the Airport or the rights of City or the other Airport Lessees, City may, without notice, elect to perform those acts in respect to which Lessee is in default. Lessee shall reimburse City for any reasonable and necessary costs incurred by City pursuant to this Article 13.06.

13.07 **Reletting:** Lessee acknowledges that City has entered into this Lease in reliance upon, among other matters, Lessee's agreement and continuing obligation to pay all rent due throughout the Lease Term. As a result, Lessee hereby knowingly and voluntarily waives, after advice of competent counsel, any claim (arising after an event of default) related to City's failure to relet the Leased Premises or otherwise mitigate City's damages arising from such event of default. If such waiver is not effective under applicable law or if City otherwise elects, at City's sole option, to attempt to relet all or any part of the Leased Premises, Lessee agrees that City has no obligation to: (i) relet the Leased Premises in whole or in part; (ii) relet the Leased Premises (A) at a rental rate or otherwise on terms below market, as then determined by City in its sole discretion; (B) to any entity not satisfying City's then standard financial credit risk criteria; (C) for a use (1) not consistent with Lessee's use prior to the event of default; (2) that would violate then applicable law or regulation, or violate any restrictive covenant; (3) that would impose a greater burden upon the improvements and facilities constructed on the Leased Premises as of the date of the event of default; and/or (4) that would involve any use of Hazardous Materials; (iii) divide the Leased Premises or otherwise reconfigure the Leased Premises to make the same more marketable; (iv) pay any leasing or other commissions arising from such reletting, unless Lessee unconditionally delivers City, in good and sufficient funds, the full amount thereof in advance; (v) pay, and/or grant any allowance for costs associated with any new lease, even though the same may be amortized over the applicable Lease Term, unless

Lessee unconditionally delivers City, in good and sufficient funds, the full amount thereof in advance; and/or (vi) relet the Leased Premises, if to do so, City would be required to make any alterations or modifications to the same. Notwithstanding the foregoing, City agrees to give earnest and good faith consideration to any prospective tenant identified by Lessee for the purpose of reletting the Leased Premises.

13.08 **Cure Period:** In the event of any alleged non-compliance or default by Lessee, City shall give Lessee written notice of its alleged non-compliance or default as set forth in this Lease, and City shall allow Lessee (and notify Lessee of) a period of no less than sixty (60) days and not more than one hundred twenty (120) days to cure any such default. Lessee's pursuit of the cure of such a default shall in no way be construed as, or shall operate as, a waiver of any of City's rights contained in this Lease.

ARTICLE 14.
TERMINATION

14.01 **Discretionary Termination:** City shall have the right to terminate this Lease upon (i) the occurrence of an Event of Default (other than an Event of Default under clause (g)(ii) of the definition thereof) under this Lease and failure to cure said Event of Default within the time periods set forth in Article 13.08 of this Lease, or (ii) the termination of the Economic Development Agreement upon the occurrence of an Event of Default under clause (g)(ii) of the definition thereof, provided that the termination of this Lease resulting from a termination of the Economic Development Agreement upon the occurrence of an Event of Default under clause (g)(ii)of the definition thereof shall, at the election of Lessee, be tolled for a period selected by Lessee not to exceed nine (9) months from the date of said termination of the Economic Development Agreement (a "*Transition Extension*").

Except for amounts owed by Lessee to City under the provisions of this Lease, either party shall have the right to terminate this Lease in its entirety, without monetary penalty, and all rights and obligations ensuing therefrom immediately upon the occurrence of one or more of the following:

a) The issuance of any order, rule or regulation of the FAA, or its successor federal agency, or other competent government authority, federal or state, or the issuance and execution of any judicial process by any court of competent jurisdiction, materially restricting for a period of at least thirty (30) days, the Company's use or occupation of the Airport for aeronautical purposes; provided that none of the foregoing is due to any material fault of Lessee;

b) The material restriction of City's operation of the Airport by action of the federal government, or any department or agency thereof, under its wartime or emergency powers, and the continuance thereof for a period of not less than thirty (30) days; provided, however, that without prejudice to the rights of Lessee to terminate as above provided, the City and Lessee may mutually agree to adjust fees and charges; or

c) Material restriction of the operation of the Airport arising from City's failure to

maintain and keep in repair the landing area of the Airport.

14.02 **Automatic Termination:** Except for the payment by Lessee to City of rents or other amounts past due accrued to the termination date, but not yet due, this Lease shall automatically terminate in its entirety, without liability, penalty or damages, thirty (30) days following: after the initial FAA Approval, the FAA's later determination that Lessee's use or occupation of the Property does not comply with the requirements of the Airport and Airway Improvement Act of 1982, as amended and recodified at 49 U.S.C. 47101 *et seq*., or the Federal Aviation Administration's Airport Improvement Program (collectively, the "*Applicable Regulations*"), or any other applicable statute, rule, or regulation. This Lease shall automatically terminate in its entirety, without liability, penalty or damages (except as provided in the last sentence of this Article 14.02), within 30 days (as designated by the Company) following the Company's election to terminate this Agreement under Article 1.04. City, in its sole and absolute discretion, may elect to toll either of said thirty (30) day periods to prevent the automatic termination of this Lease for any or no reason at all. If this Lease is terminated for any of the reasons set forth in Article 14.01 or Article 14.02, City shall promptly repay Lessee any rent previously paid by Lessee attributable to the period following the date of such termination. City's rent repayment obligation referenced in the previous sentence shall only apply to payments that remain unreimbursed by MDC under the terms of the Economic Development Agreement as of the date this Lease is terminated.

14.03 **Termination; Accelerated Rent:** Notwithstanding any other provision contained in this Lease, if Lessee creates any condition that does not conform to the purpose of establishing Lessee's business on the Property, as contemplated by this Lease or the Economic Development Agreement, and said condition causes the FAA to determine that Lessee's use or occupation of the Leased Premises does not comply with the Applicable Regulations, or any other applicable statute, rule, or regulation, and Landlord and Lessee have exercised all reasonable administrative efforts to appeal said determination by the FAA, then in the event (i) Lessee cannot reasonably remedy such nonconformance, this Lease shall terminate, or (ii) Lessee can commercially reasonably remedy such nonconformance but elects not to, this Lease shall terminate and all rent payments for the proceeding four (4) years under this Lease shall, at City's option, thereupon immediately become due and payable to City. The Lessee shall be obligated for such accelerated rent, and payment of such accelerated rent shall be maximum liability of Lessee under this Article 14.03.Notwithstanding the foregoing sentence, such maximum liability shall only be applicable to Lessee's obligation to pay accelerated rent under this Agreement and shall not operate to limit Lessee's indemnity obligations referenced in Articles 5.02(e), 5.05(d), 8.06, and 14.05.

14.04 **Economic Development Agreement; Concurrent Termination:** A termination of this Lease shall terminate the Economic Development Agreement. A termination of the Economic Development Agreement shall terminate this Lease, except as provided in Article 14.01 hereof. A termination of this Lease without liability to either party (except as expressly stated herein) shall terminate the Economic Development Agreement without liability to either party (except as expressly stated herein or therein). A termination of the Economic Development Agreement without liability to either party (except as expressly stated herein) shall terminate this Lease without liability to either party (except as expressly

stated herein or therein).

14.05 **Failure to Complete the Facility**: In the event (i) the Economic Development Agreement is terminated by MDC due to "Default" (as defined therein) resulting from Lessee's failure to timely complete construction of the Facility pursuant to the relevant provisions therein (after the expiration of all notice, cure, force majeure and other applicable periods), and (ii) construction of the partially-completed structure cannot be reasonably completed by City or otherwise converted into a building or other facility that City or another tenant can complete and utilize or lease to others, as determined in City's sole good faith discretion, City shall have the right to require Lessee to, in a commercially reasonable timeframe (but in any event no more than one hundred eighty (180) days), undertake all work necessary to demolish and raze the partially-completed Facility and any other ancillary structures and improvements constructed by Lessee and located on the Leased Premises, and to remove any materials, equipment, and fixtures so as to restore the Leased Premises to a condition substantially similar to that which existed on the Effective Date. Lessee's obligation to restore the Leased Premises pursuant to this Article shall survive the termination of this Lease.

LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, DAMAGES, OR LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) INCURRED BY CITY AS A RESULT OF LESSEE'S FAILURE TO TIMELY COMPLETE CONSTRUCTION OF THE FACILITY AND/OR FAILURE TO FULFILL ITS OBLIGATION TO DEMOLISH, RAZE, AND RESTORE THE LEASED PREMISES AS REQUIRED UNDER THIS ARTICLE 14.05. SUCH INDEMNITY SHALL SPECIFICALLY INCLUDE, BUT NOT BE LIMITED TO, ALL COSTS AND EXPENSES INCURRED BY CITY IN DEMOLISHING, RAZING, AND RESTORING THE LEASED PREMISES TO A CONDITION SUBSTANTIALLY SIMILAR TO THAT WHICH EXISTED ON THE EFFECTIVE DATE IN THE EVENT LESSEE FAILS TO PERFORM SUCH WORK WITHIN THE TIMEFRAME REQUIRED HEREIN. THE OBLIGATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

ARTICLE 15:
ECONOMIC DEVELOPMENT AGREEMENT

Simultaneously with the execution of this Lease, Lessee shall execute the Economic Development Agreement with MDC. Among other obligations, the Economic Development Agreement requires Lessee to: (i) create and maintain certain primary jobs at the Facility Area (as defined in the Economic Development Agreement), and (ii) timely construct the Facility on the Leased Premises, both of which are material terms to the Economic Development Agreement and this Lease.

In order to ensure Lessee's compliance with its commitments and obligations due under this Lease and the Economic Development Agreement, Lessee shall, subject to confidentiality and privacy obligations, make all documents available to City for inspection, audit, and copying, regardless of whether a dispute is then pending between City, Lessee, and MDC, in each case, conditioned upon compliance with securities regulations then in effect and upon the execution of a non-disclosure agreement, the form of which shall be substantially similar to that of **Exhibit B**,

which is attached hereto and incorporated herein for all purposes. Access shall be provided to City and/or the accounting firm designated by City, in its sole and absolute discretion, to perform such review during normal business hours in an adequate workspace. Upon receipt of a written request made by City, Lessee shall reimburse all costs incurred by City relating to the inspection, audit and copying of said documents.

ARTICLE 16.
HOLD OVER

If Lessee fails to vacate the Leased Premises at the end of the Lease Term, then Lessee shall be a tenant at-will and, in addition to all other damages and remedies to which City may be entitled for such holding over, Lessee shall pay holdover rent to City at a rate equal to one hundred fifty percent (150%) of the Rent indicated herein. Such holdover rent shall be calculated in the same manner as the prorated rent under Article 3.01.

ARTICLE 17.
MISCELLANEOUS PROVISIONS

17.01 **Quiet Enjoyment:** Upon the performance of the covenants and agreements on the part of the Lessee to be performed hereunder, as determined to be satisfied in City's sole and absolute discretion, Lessee shall peaceably have and enjoy the Leased Premises, appurtenances, facilities, licenses, and privileges granted in this Lease.

17.02 **Force Majeure:** Neither the City nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder except the obligation to pay rent by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, act of God, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control.

17.03 **Independent Contractor:** It is expressly understood and agreed that Lessee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Lessee 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 City and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Lessee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Lease is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. Lessee shall be an independent contractor under this Lease and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder and any provisions in this Lease that may appear to give City the right to direct Lessee as to details of doing the work herein covered or to exercise a measure of control over the work shall be deemed to mean that Lessee shall follow the desires of City in the results of the work only. 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 Lessee's work.

17.04 **Inspection by City:** Subject to any necessary security clearance established by the United States Government, City may enter upon the Leased Premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions, for fire protection or security purposes, or for inspecting or maintaining the Leased Premises, or doing any and all things City is obligated to do, or which may be deemed by City necessary or desirable for the proper conduct and operation of the Airport or the protection of City's interests. Such inspections shall be (i) accompanied by a representative of Lessee; (ii) conducted during normal business hours; and (iii) shall not be disruptive or intrusive to Lessee's business operations.

17.05 **On-Site Representatives:** Lessee shall select and appoint a representative or representatives for its operations at the Airport. The representatives shall be qualified and experienced and vested with the full power and authority to act in the name of the Lessee with respect to the method, manner and conduct of the operation of Lessee to be performed under this Lease.

17.06 **Conformance with Rules and Regulations:** The use of the Airport by Lessee shall be subject to any and all rules, regulations and ordinances which are now in force or which may be hereafter adopted by City and City with respect to the operation and use of the Airport, but no such rules, regulations, or ordinances shall increase the rents payable by Lessee under this Lease or otherwise materially and adversely affect Lessee's tenure of the Leased Premises under this Lease. Furthermore, this Lease and Lessee's use of the Airport shall be subject to all applicable laws, ordinances, resolutions, statutes, rules, regulations or orders of any federal, state or local government authority lawfully exercising jurisdiction over the Airport or the activities and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

17.07 **Licenses and Permits:** Lessee hereby agrees that it shall, at its own expense and cost, procure and obtain all lawfully required licenses and permits, certificates and other authorizations (all, "*Permits*") required by any governmental authority, in connection with or covering the operations or activities permitted to be performed by it under the provisions of this Lease. Landlord shall assist Lessee, diligently and free of charge in applying for and obtaining the Permits, as needed.

17.08 **Notices:** Notices provided for in this Lease shall be either hand delivered, sent/received by recognized courier, or sent by certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to City: Director of Airports
P.O. Box 60305
Midland, Texas 79711

With Copy To: City Manager
P. O. Box 1152
300 North Loraine
Midland, Texas 79702

If to Lessee: AST & Science, LLC
ATTN: Shanti Gupta, Chief Operating Officer
ATTN: AST Legal
2901 Enterprise Lane
Midland, Texas 79706

With Copy To: Foley & Lardner LLP
2 South Biscayne Blvd, Suite 1900
Miami, FL 33131
Attention: James Zimmer, Esq.

The parties may change the representative or address for delivery of notices from time to time by sending written notices to the other party. All notices shall be in writing and effective only upon actual receipt.

17.09 **Governing Law and Venue:** The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Lease, 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 Lease shall be deemed to have occurred in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes or any other action arising from, relating to or concerning in any way, this Lease or the performance of this Lease shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Lease shall be deemed to have occurred in Midland County, Texas. All payments under this Lease are deemed to have taken place in Midland County, Texas.

17.10 **Severability:** If any provision of this Lease is invalid or unenforceable, this Lease shall be considered severable as to such provision, and the remainder of this Lease shall remain valid and binding as though such invalid or unenforceable provisions were not included herein.

17.11 **Captions:** Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits, or describes the scope or intent to any provision herein.

17.12 **Use of Language:** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

17.13 **Counterparts:** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which constitute one and the same instrument.

17.14 **Development of the Airport:** The parties understand and agree future development, changes, alterations, modifications, or improvement to the Airport are in the sole discretion of City, subject only to such notification to Lessee that the FAA may dictate

17.15 **Subordination to Other Agreements:** This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States, relative to the development, operation or maintenance of the Airport.

17.16 **Required Federal Provisions:** Lessee, for itself, its trustees, officers, legal representatives, successors-in-interest and assigns, as a part of the consideration hereof, agrees to comply in all material respects with the statutes, policies, rules, and administrative requirements referenced in **Exhibit C**, which is attached hereto and incorporated herein for all purposes, or that may be promulgated from time to time by the FAA in the future (collectively, the "*Required Federal Provisions*"). Lessee's compliance with the Required Federal Provisions shall be considered a material covenant of this Lease and the Economic Development Agreement.

17.17 **Entire Agreement:** This Lease, in conjunction with the Economic Development Agreement, as incorporated herein, embodies the entire agreement between City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Lease shall not be changed, modified, discharged or extended, except by written instrument duly executed by City and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing.

17.18 **Governmental Immunity:** By executing this Lease, City is not waiving its right of governmental immunity. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

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

17.20 **Notice of Alleged Breach**: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Lease, Lessee or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing of such damages, duly verified, within one hundred and 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 Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Lessee relies to establish its claim; and a failure to so notify City 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 Lessee that Lessee'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, Lessee's failure to comply with the requirements herein shall perpetually bar Lessee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether City has actual or constructive notice or knowledge of said claim or alleged damages. Lessee agrees that the requirements of this entire agreement are reasonable.

17.21 **RELEASE: LESSEE HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, OFFICERS, AGENTS, AND ATTORNEYS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, WHICH LESSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

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

LESSEE ACKNOWLEDGES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT IF LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING AGAINST CITY RELATED TO THIS LEASE. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LEASE.

BY EXECUTION OF THIS LEASE, LESSEE HEREBY REPRESENTS AND WARRANTS THAT LESSEE HAS READ AND UNDERSTOOD THE LEASE AND HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THE SAME.

17.23 **Waiver of Rights under the Deceptive Trade Practices; Consumer Protection Act:** Landlord and Lessee waive their rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 *et seq*., Business & Commerce Code, a law that gives consumers special rights and protections. Each, after consultation with an attorney of its selection, voluntarily consents to this waiver.

17.24 **Patriot Act Representation:** City and Lessee each represent to the other that: (i) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (ii) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (iii) it is not acting for or on behalf of any person on that list.

17.25 **Governmental Function: CITY AND LESSEE HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF CITY'S PERFORMANCE AND OBLIGATIONS UNDER THIS LEASE ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS LEASE, LESSEE RELEASES CITY FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING CITY'S PERFORMANCE AND OBLIGATIONS UNDER THIS LEASE ARE NOT GOVERNMENTAL FUNCTIONS. CITY AND LESSEE ACKNOWLEDGE AND AGREE THAT THIS LEASE IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.**

17.26 **Approval Required:** This Lease shall not become effective until approved by the Midland City Council.

17.27 **Survival:** Notwithstanding anything to the contrary in this Lease, the provisions of Articles 5.02(e), 5.05(d), 6.01 (as to surrender and restoration obligations), 8.06, 10.03, 12, 14.05, 16, 17.06, 17.20, 17.21, 17.22, and any other provisions of this Lease that by their nature are intended to survive the expiration or earlier termination of this Lease, shall so survive.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TIME IS OF THE ESSENCE WITH REGARDS TO ALL DEADLINES IN THIS LEASE.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be legally executed in duplicate this ___ day of _____, 2026.

CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

AST & SCIENCE, LLC

By: _____

Name: _____

Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

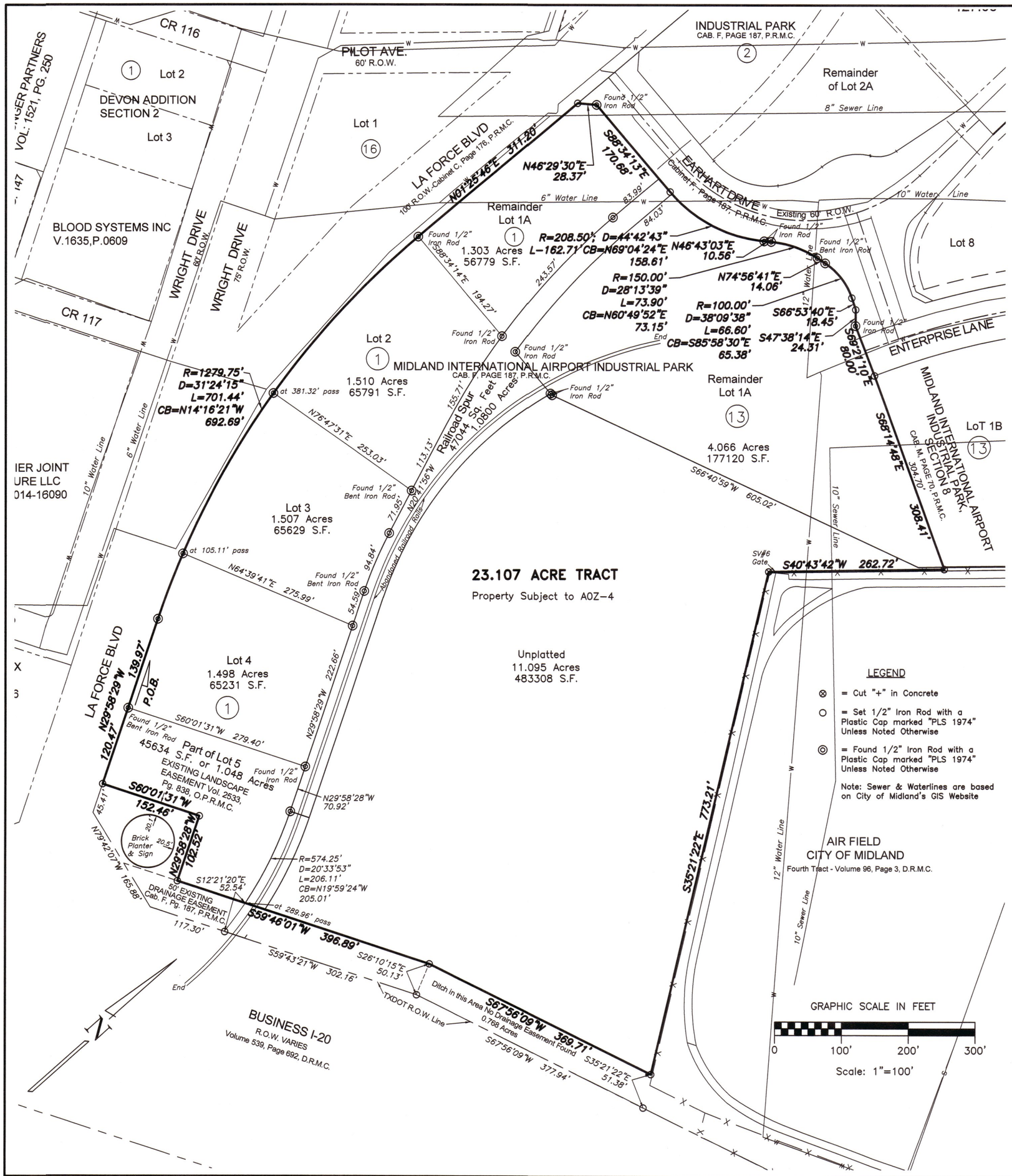
BEFORE ME, _____, a notary public, on this day personally appeared _____ of AST & SCIENCE, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2026.

_____
Notary Public, in and for
the State of _____

Exhibit A

Leased Premises



Legal Description of 23.107 Acres Tract within Section 8, Block 40, T-2-S, Abstract 700, T. & P. RR. Co. Survey being part of the land described as Fourth Tract in Warranty Deed to City of Midland from Ruth and Clarence Scharbauer Jr. Recorded in Volume 96, Page 3, Deed Records of Midland County, Texas

Being comprised of (1) all of Lots 2, 3, and 4, and part of Lot 1A & 5, Block 1; (2) Part of Lot 1A, Block 13; and (3) Part of a Railroad Spur all as designated on Midland International Airport Industrial Park as recorded in Cabinet F, Page 187, Plat Records of Midland County; and (4) 11.095 Acres of unplatted property their composite outer boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,669,562.52' X= 1,714,015.97') a 1/2" iron rod found bent at the Northwest corner of Lot 5, Block 1, said plat and the Texas Department of Transportation Landscape Easement described in Volume 2533, Page 838, Official Public Records of Midland County and the Southwest corner of said Lot 4 in the Northeast ROW line of La Force Boulevard as dedicated in Cabinet C, Page 176, Plat Records of Midland County;

THENCE N29°58'29"W with said Northeast ROW line, a distance of 139.97 feet to a 1/2" iron rod with a yellow plastic cap found at a point of curvature of said Lot 4 and this tract;

THENCE continuing along said ROW line with a curve turning to the right with a radius of 1279.75 feet, at arc distances of 105.11 feet and 381.32 feet pass 1/2" iron rods with plastic caps marked "PLS 1974" found at the common lot corners of Lots 4 and 3 and then Lots 3 and 2 of said Block, continuing along curve for a total arc length of 701.44 feet, with a chord distance of 692.69 feet which bears N14°16'21"W to a 1/2" iron rod found at a point of tangency of said ROW line and the common Northwest corner of said Lots 1A and 2;

THENCE N01°25'46"E continuing with said ROW line, a distance of 311.20 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at an exterior corner of this tract and the most Westerly corner of Midland International Airport Industrial Park, Section 8, as recorded in Cabinet M, Page 70, Plat Records of Midland County;

THENCE N46°29'30"E with the intersection Southeast cutback at La Force Blvd and Earhart Drive, a distance of 28.37 feet to a 1/2" iron rod found at point of deflection of said Earhart Drive and plat limits of Midland International Airport, Section 8;

THENCE S88°34'13"E with said the South Plat Limits, a distance of 170.68 feet to a set 1/2" iron rod with a plastic cap marked "PLS 1974" set at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve with a radius of 208.50 feet turning to the left with an arc length of 162.71 feet, with a chord distance of 158.61 feet which bears N69°04'24"E to a 1/2" iron rod found at a point of tangency of said plat limits and this tract;

THENCE N46°43'03"E with said plat limits, a distance of 10.56 feet to a 1/2" iron rod found at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve with a radius of 150.00 feet turning to the right with an arc length of 73.90 feet, with a chord distance of 73.15 feet which bears N60°49'52"E to a 1/2" iron rod bent found at a point of tangency of said plat limits and this tract;

THENCE N74°56'41"E with said plat limits a distance of 14.06 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" found at a point of curvature of said plat limits and this tract;

THENCE with said plat limits along a curve a radius of 100.00 feet turning to the right with an arc length of 66.60 feet, with a chord distance of 65.38 feet which bears S85°58'30"E to a point of tangency of said plat limits and this tract;

THENCE S66°53'40"E with said plat limits a distance of 18.45 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a corner of said plat limits and this tract;

THENCE S47°38'14"E with said plat limits a distance of 24.31 feet to a found 1/2" iron rod found on the North side of the end of Enterprise Lane at a corner of said plat limits and this tract;

THENCE S69°21'10"E with said plat limits crossing the end of Enterprise Lane, a distance of 80.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at a fence corner on the South ROW line of said Enterprise Lane and a corner of said plat limits and this tract, being the West corner of Lot 1B, Block 13, of said Midland International Airport Industrial Park, Section 8;

THENCE S68°14'48"E with said plat limits and along a fence, at 304.70 feet pass the South corner of said Lot 1B, continuing leaving the said plat limits for a total distance of 308.41 feet to an cross cut in edge of the concrete under the airport fence at the Northeast corner of this tract;

THENCE S40°43'42"W along the edge of a concrete slab under said airport boundary fence, a distance of 262.72 feet to a cross cut in the concrete under said fence an interior corner of this tract;

THENCE S35°21'22"E along the edge of a concrete slab under said airport boundary fence, a distance of 773.21 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set in a North line of a ditch area with no drainage easement found at the Southeast corner of this tract from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set at the North ROW of Business I-20 bears S35°21'22"E, a distance of 51.38 feet;

THENCE S67°56'09"W with a North line of said ditch area, a distance of 369.71 feet to a 1/2" iron rod with a plastic cap set at a point of deflection of said ditch area and a corner of this tract, from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set at said ROW of Business I-20 bears S26°10'15"E, a distance of 50.13 feet;

THENCE S59°46'01"W with a North line of said ditch area, at 289.96 feet pass the East line of said Lot 5, Block 1, from whence a 1/2" iron rod with a plastic cap marked "PLS 1974" set at Southeast corner of said Lot 5, Block 1, Midland International Airport Industrial Park bears S12°21'20"E, distance of 52.54 feet continuing with the North line of a 50' Existing Drainage Easement at recorded in Cabinet F, Page 187, Plat Records of Midland County for a total distance of 396.89 feet to a 1/2" iron rod with a plastic cap set at the most Southerly Southwest corner of this tract;

THENCE N29°58'28"W leaving drainage easement, a distance of 102.52 feet to a found 1/2" iron with a plastic cap marked "PLS 1974" set an interior corner of this tract;

THENCE S60°01'31"W, a distance of 152.46 feet to a 1/2" iron with a plastic cap marked "PLS 1974" set at the Southwest corner of this tract;

THENCE N29°58'29"W with said Northeast ROW line and the Southwest line of said Lot 5, Block 1, a distance of 120.47 feet to the Point of Beginning, having an area of 1,006,534 square feet or 23.107 Acres of Land.

Bearings, distances and coordinates are relative to the Texas State Plane Coordinate System, 1983 NAD, Central Zone.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief as surveyed on the ground on various dates thru November 21, 2025.

LEGEND

- ⊗ = Cut "+" in Concrete
- ○ = Set 1/2" Iron Rod with a Plastic Cap marked "PLS 1974" Unless Noted Otherwise
- ◎ = Found 1/2" Iron Rod with a Plastic Cap marked "PLS 1974" Unless Noted Otherwise

Note: Sewer & Waterlines are based on City of Midland's GIS Website

J. Stan Piper
Registered Professional Land Surveyor No. 1974

STATE OF TEXAS REGISTERED J. STAN PIPER 1974 PROFESSIONAL LAND SURVEYOR

Drawing File: Midland International Airport Industrial Park_FNPL_RevROW.Dwg
Crd File: MIA83_93.Crd
Drawn by: Gene M. Rodriguez
Scale: 1"=100'
Date: 11/6/25
Revised: 12/12/25 by GMR

PIPER SURVEYING
P.O. Box 60432, Midland, Texas 79711
(432)550-7810, Fax (432)550-0312
Firm No. 10155200

Prepared for:
Parkhill
1700 W. Wall Street
Suite 100
Midland, Texas 79701

Exhibit B

Form of Non-Disclosure Agreement

AGREEMENT OF DISCLOSURE AND SAFEGUARDING OF PROPRIETARY INFORMATION

This Agreement, entered into and made effective as of _____, 2026 (the "*Effective Date*") by and between **AST & SCIENCE, LLC** ("AST"), a corporation with a place of business at 1901 Enterprise Lane, Midland Texas, **AST SPACEMOBILE, INC**., a Delaware Corporation ("SPACEMOBILE" and together with AST, the "COMPANY") and the **CITY OF MIDLAND, TEXAS** ("CITY"), a home-rule municipal corporation; either or both of which may be referred to as "*Party*" or "*Parties*" or may be referred to as "*Disclosing Party*" or "*Receiving Party*."

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. "*Proprietary Information*" as used herein shall mean confidential business information of any nature in any form including, without limitation, strategic plans, methods, processes, proposal related information, financial and technical data, programs, drawings, specifications, and customer lists of CITY and COMPANY and the Parties' respective affiliated entities.

2. The Parties shall protect and preserve the confidentiality of the Proprietary Information disclosed by the Disclosing Party. The Parties shall use Proprietary Information only for the Purpose stated herein and shall limit its disclosure to as few persons as possible with a bona-fide need to know. The Parties shall not disclose any Proprietary Information of the other Party to any third person without first obtaining the prior written approval of the Disclosing Party. Any unauthorized use or disclosure will not relieve the Receiving Party from its continuing obligation to adhere to the terms and conditions of this Agreement.

3. Proprietary Information received hereunder may be reproduced by the Receiving Party only as necessary to fulfill the Purpose described herein and provided that all proprietary legends and notices appearing on the original provided by the Disclosing Party are affixed to all complete and partial copies made by the Receiving Party.

4. Any notices, authorizations or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and sent by hand, by certified or registered mail (with return receipt requested), or by overnight courier to the addresses below. If delivered by hand or overnight courier, a notice or communication shall be deemed effective on the date of delivery. If delivered by certified or registered mail (return receipt requested), a notice or communication will be deemed effective upon acceptance of delivery. If sent by email or other methods of electronic messaging, a notice or communication will be deemed effective upon confirmation of receipt by the Receiving Party.

Points of Contact for each Party shall be as follows:

AST SPACEMOBILE, INC.
AST & SCIENCE, LLC
_____
_____
_____

City of Midland, Texas
9506 La Force Blvd.
Midland, Texas 79706

Attn: Director of Airports

Phone: 432-560-2200
Email: _____

Attn: _____
Title:_____
Phone: _____
Email:_____

5. Nothing in this Agreement shall be construed as granting expressly or impliedly any rights, title or interest to the Disclosing Party's Proprietary Information, by license or otherwise, to the Receiving Party.

6. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other except as specifically set forth herein. Neither Party has an obligation to supply Proprietary Information to the other, nor negotiate or enter into any agreement or relationship with the other.

7. Either Party, upon thirty (30) days' written notice to the other, may terminate this Agreement. Unless otherwise terminated earlier, this Agreement shall terminate upon expiration of a period of four (4) years from the Effective Date. Termination of this Agreement for any reason shall not relieve either Party of any obligation to protect and preserve the confidentiality of the Proprietary Information received under this Agreement and all such obligations shall survive the termination of this Agreement and continue for a period of four (4) years thereafter.

8. Upon termination of this Agreement, or upon request by either Party, the Parties shall promptly account for, return, verify and provide written confirmation to each other of the destruction or return of all Proprietary Information received from each other, all copies thereof and summaries, memoranda, and tangible descriptive material in any form relating to Proprietary Information. Return or destruction of Proprietary Information pursuant to this paragraph shall not act to relieve either Party of their respective obligations regarding disclosure or use set forth herein.

9. Both Parties agree that during the term of this Agreement and for four (4) years thereafter, neither Party shall hire, enter into consulting agreements or otherwise contract with any employee(s) of the other Party who are associated with this Agreement, without the prior written consent of the other Party. This clause, however, shall not restrict in any way the right of either Party to solicit generally in the media for personnel and hire any such person who responds to any such general solicitation.

10. Neither Party shall assign or otherwise transfer this Agreement or any of the rights granted hereunder to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

11. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Party against whom enforcement thereof is sought. A failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

12. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

13. This Agreement shall be governed by the laws of the State of Texas. All performance 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.

14. This Agreement constitutes the complete agreement between the Parties and supersedes any previous understanding or agreement between the Parties with respect to the subject matter hereof.

15. 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'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, OR INTERPRETATION OF THE 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'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

17. 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**.

18. Notwithstanding any other provision contained herein, this Agreement in no way affects, modifies, or limits the obligation of CITY to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. The parties hereby agree that CITY retains its right to exercise its discretion to determine its obligations under the Texas Public Information Act.

19. The terms of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Agreement as of the date first written below:

AST & SCIENCE, LLC

By:_____
Name:_____
Title:_____
Date:_____

CITY OF MIDLAND, TEXAS

By:_____
Name:_____
Title:_____
Date:_____

AST SPACEMOBILE, INC.

By:_____
Name:_____
Title:_____
Date:_____

Exhibit C

Required Federal Provisions

REQUIRED FEDERAL PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (collectively, "Lessee") agrees to the following non-discrimination provisions (the "*Non-Discrimination Provisions*"):

1. **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, Lessor will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the Lessee under the Agreement until the Lessee complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** Lessee agrees that it will use commercially reasonable efforts to include the Non-Discrimination Provisions set forth in Section A(1)-(5) in its procurement contracts and equipment leases related to the Facility (the "*Contracts and*

Leases"), unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

B. Real Property Acquired or Improved Under the Airport Improvement Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

F. Breach; Notice and Cure. In the event of breach of any of the Non-Discrimination Provisions set forth in Section A(1)-(5), Lessor shall have the right to exercise its remedies set forth in Article 14 of the Lease, subject to the notice and cure periods set forth in Article 13.08 of the Lease.