CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL REGULAR MEETING
November 18, 2025 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation - Pastor Jon Slayden, Home Line Baptist Church

2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

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

   3.a Presentation of Proclamation for “The Project Blueprint 2025 Class”

   3.b Presentation of Proclamation for “World Polio Day”

   3.c Presentation of Winning Artwork – Love Midland Art Contest

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF OCTOBER 28, 2025.

   4.b SPECIAL SESSION OF OCTOBER 29, 2025.

   4.c SPECIAL SESSION OF NOVEMBER 6, 2025

5. 2025-156 - RESOLUTION CASTING THE CITY OF MIDLAND’S VOTES FOR DIRECTOR OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR JOHN SCHARBAUER; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER’S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2025-157 - RESOLUTION AWARDING A CONTRACT TO EMERGING COMPOUNDS TREATMENT TECHNOLOGIES, INC. D/B/A ECT2 FOR THE MAINTENANCE OF FOUR (4) OSHKOSH 1500 STRIKER ARFF FOAM TANKS AND PIPING FOR A TOTAL COST OF $189,600.00; AND AUTHORIZING PAYMENT FOR SAID CONTRACT **(DISTRICT: 4) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2025-158 - RESOLUTION APPROVING THE PURCHASE OF ONE THOUSAND EIGHTY (1,080) MIDLAND FIRE DEPARTMENT UNIFORMS FROM GT DISTRIBUTORS, INC., THROUGH BUYBOARD FOR A TOTAL COST OF

$185,229.40; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2025-159 - RESOLUTION APPROVING THE PURCHASE OF A UTILITY TRACTOR FROM KUBOTA TRACTOR CORPORATION DBA KAIGE KUBOTA, LLC THROUGH BUYBOARD FOR A TOTAL COST OF $108,474.01; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 2025-160 - RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 950 WHEEL LOADER FROM WARREN POWER & MACHINERY INC. DBA WARREN CAT THROUGH SOURCEWELL FOR A TOTAL COST OF $431,007.24 FOR THE GARAGE DIVISION; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 2025-161 - RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A 13.5-MONTH MAINTENANCE AND LICENSE RENEWAL OF ENTERPRISE RESOURCE PLANNING AND ENTERPRISE PLANNING AND LICENSING SOFTWARE SYSTEMS FROM TYLER TECHNOLOGIES, INC., FOR A TOTAL COST OF $345,606.25; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2025-162 - RESOLUTION APPROVING THE PURCHASE OF FIVE HUNDRED (500) 3 CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, FIVE HUNDRED (500) 3.5 CUBIC YARD COMMERCIAL REFUSE CONTAINERS, AND FIVE (5) 30-YARD CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD FOR A TOTAL COST OF $746,230.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2025-163 - RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF FOUR MOBILE SURVEILLANCE TRAILERS AND TWENTY-TWO POLE/WALL MOUNTED CAMERAS TO GOVIEW, LLC, FOR A TOTAL COST OF $412,956.00; AND AUTHORIZING PAYMENT FOR SAID CONTRACT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 122-2025 - MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER 1 WITH JONES BROS. DIRT AND PAVING CONTRACTORS, INC. REGARDING THE NORTH FAIRGROUNDS ROAD - LOOP 250 TO MOCKINGBIRD LANE PAVING PROJECT; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $689,662.76 AND TO PROVIDE FOR CHANGES TO THE WORK, INCLUDING ADJUSTMENTS TO THE DESIGN, TO ACCOMMODATE UNFORESEEN CIRCUMSTANCES AFFECTING THE PROJECT **(DISTRICT: 1) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

14. 2025-164 - RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH HUBER TECHNOLOGY INC., FOR REFURBISHING AND OPTIMIZATION SERVICES FOR ALL HUBER SCREENING CONTROL AND OPERATING UNITS AT THE WATER RECLAMATION FACILITY FOR THE UTILITIES DEPARTMENT FOR A TOTAL COST OF $2,035,448.24; AND AUTHORIZING PAYMENT FOR SAID CONTRACT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

15. 2025-165 - RESOLUTION RATIFYING AND APPROVING CERTAIN EMERGENCY SEWER MAIN MANHOLE REPAIRS ALONG SCHARBAUER DRIVE BY MIDESSA UNDERGROUND, LLC, FOR A TOTAL COST OF $136,513.19; AND AUTHORIZING PAYMENT FOR SAID REPAIRS **(DISTRICT: 2) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

16. 2025-166 - RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF POLYMER, COPPER SULFATE, AND GYPSUM NEEDED FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2026 FROM MULTIPLE BIDDERS FOR A TOTAL COST OF $778,345.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

17. 2025-167 - RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 6,627 FEET AND 6,727 FEET EAST OF STATE HIGHWAY 349 AND BETWEEN 6,660 FEET AND 6,669 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

18. 2025-168 - RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,182 FEET AND 1,262 FEET EAST OF STATE HIGHWAY 349 AND 7,122 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT: 1) (DEVELOPMENT SERVICES - OIL AND GAS) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

19. 123-2025 - MOTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT WITH MIDLAND DOWNTOWN FARMERS MARKET (“MDFM”) REGARDING CITY-OWNED PROPERTY DESCRIBED AS (I) THE PORTION OF COLORADO STREET LOCATED NORTH OF OHIO AVENUE AND SOUTH OF TENNESSEE AVENUE AND (II) BLOCK 7, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS; SAID AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT SUPERSEDING THAT CERTAIN REVOCABLE LICENSE AGREEMENT WITH MDFM THAT BECAME EFFECTIVE ON JANUARY 1, 2024 **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

20. 124-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-031) BETWEEN THE CITY OF MIDLAND AND COG OPERATING LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 10 AND 11, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: 1) (ENGINEERING SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

21. 125-2025 - MOTION AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT WITH BETA CRUDE CONNECTOR, LLC (“BCC”) PROVIDING FOR BCC’S RELOCATION OF ITS CATHODIC PROTECTION TEST POINT AND VENT PIPE (THE “RELOCATION”) TO ACCOMMODATE THE WIDENING OF BRIARWOOD AVENUE; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL OTHER DOCUMENTS NECESSARY FOR THE RELOCATION; AND AUTHORIZING

PAYMENT TO BCC IN THE AMOUNT OF BCC'S ACTUAL COST FOR THE RELOCATION, WHICH IS PRESENTLY ESTIMATED TO BE $81,485.00, PROVIDED THAT THE CITY'S TOTAL PAYMENT SHALL NOT EXCEED $97,782.00 **(DISTRICT: 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

22. 2025-169 - RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR VIP1X-TRANSFER; 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)**

23. 126-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-317-024) WITH ETC NORTH PERMIAN MIDSTREAM LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 34, BLOCK 38, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY **(DISTRICT: 1) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

24. 10685 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.0-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF GLADIOLA AVENUE, APPROXIMATELY 465 FEET EAST OF GOLDEN GATE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 28, 2025) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

25. 10686 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 3.919-ACRE TRACT OF LAND OUT OF SECTION 9, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF MAYFIELD PLACE, APPROXIMATELY 165 FEET NORTH OF FAIRFIELD LANE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 28, 2025) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

26. 10687 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11A, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 52, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WINDHAVEN DRIVE, APPROXIMATELY 190 FEET SOUTH OF DEAUVILLE BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A HOTEL FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING

PUBLICATION (FIRST READING HELD OCTOBER 28, 2025) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

27. 10688 - AN ORDINANCE VACATING AND ABANDONING A 0.1377-ACRE PORTION OF ALLEY RIGHT-OF-WAY OUT OF BLOCK 35, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TEXAS AVENUE, APPROXIMATELY 140 FEET EAST OF NORTH BIG SPRING STREET) IN ACCORDANCE WITH THAT CERTAIN MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, MIDLAND DEVELOPMENT CORPORATION, AND MIDLAND DOWNTOWN RENAISSANCE, LP THAT WAS EXECUTED ON JANUARY 25, 2024, AS AMENDED; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD OCTOBER 28, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

28. 10689 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOVIE THEATER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

29. 10690 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 23, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND EAST TEXAS AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

30. 10691 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3, BLOCK 14, OXFORD HEIGHTS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 200 FEET SOUTH OF STOREY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO

CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

31. 10692 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 29 AND 30, BLOCK 3, COUNTRY SKY ADDITION, SECTION 28, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WIND CHASE AND DESERT WIND), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

32. 10693 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE NORTH 270.30 FEET OF TRACT 18, MELODY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF MEADOWLARK LANE, APPROXIMATELY 475 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

33. 10694 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 280 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

34. 10695 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2A AND 2B, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

35. 10696 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL

DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

36. 10697 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

37. 127-2025 - MOTION GRANTING SSC SIGNS AND LIGHTING'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

38. - MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

PUBLIC COMMENT

39. 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

40. 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:

40.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 contemplated or pending litigation.

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

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

40.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.

Conduct interviews and deliberate the appointment of Midland Development Corporation directors.

40.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

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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
October 28, 2025 - 10:00 AM

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 AM, October 28, 2025.

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, Interim City Attorney Nicholas Toulet-Crump, City Governance Officer/City Secretary Marcia Bentley-German, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz

OPENING ITEMS

Mayor Blong called the meeting to order at 10:00 a.m.

1. Invocation - Senior Pastor Robb Foreman, Home Line Baptist Church

2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

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

   3.a Presentation of Proclamation for “Veterans Partnership”

   3.b Presentation of Proclamation for “Municipal Court Week”

   3.c Presentation of Proclamation for “National Business Women's Week and Krista Payne James Day”

CONSENT AGENDA

John Norman moved to Approve Consent Agenda items 4-21, excluding items 5, 9, 16, 17, 18 & 19; 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

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4.a REGULAR SESSION OF OCTOBER 14, 2025.

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5. 111-2025 - MOTION AUTHORIZING PAYMENT IN THE SUM OF $820,000.00 TO MIDLAND-ODESSA URBAN TRANSIT DISTRICT; SAID PAYMENT BEING THE CITY OF MIDLAND'S FISCAL YEAR 2026 LOCAL MATCH PURSUANT TO THE INTERLOCAL AGREEMENT AUTHORIZED BY RESOLUTION NO. 2001-227 **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Council Member Jack Ladd inquired about bus stop coverings. Strategic Partnerships Officer Lindsey Adams reported the $820,000 is for operating dollars. EZ Rider was awarded a federal grant for a couple of bus shelters. A second grant was applied for through TXDOT which will allow an ADA and asset study to be conducted. These studies will help determine where the shelters should be placed. With the possibility of another grant, there is no risk of losing the funds from the current grant. On average, each year, there will be a six-million-dollar return on investment from the Federal Government.

Jack Ladd moved to Approve; seconded by Brian Stubbs.

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

6. 112-2025 - MOTION APPROVING THE ANNUAL ACTUARIAL VALUATION REPORT OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND FOR THE PLAN YEAR ENDING DECEMBER 31, 2024 **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 113-2025 - MOTION APPROVING THE TRANSFER OF $250,000.00 FROM THE RATE STABILIZATION FUND BALANCE TO A RESTRICTED FIREFIGHTER RETIREMENT STABILITY FUND IN PREPARATION FOR THE PAYMENT OF FUTURE REQUIRED CONTRIBUTIONS TO THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 114-2025 - MOTION ACCEPTING A DONATION OF $18,000 FROM ENTERPRISE CRUDE PIPELINE LLC AND A DONATION OF $5,000 FROM TARGA RESOURCES PARTNERS LP; SAID DONATIONS TO BE USED FOR THE PURCHASE OF GAS MONITORS FOR THE MIDLAND FIRE DEPARTMENT HAZMAT TEAM **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2025-150 - RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF $228,783.32 FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT HALEY PARK TO EXERPLAY, INC.; APPROVING $23,000.00 FOR PROJECT-RELATED EXPENSES; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT FOR SAID CONTRACT **(DISTRICT: 3) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Council Member Jack Ladd pulled this item to congratulate the staff for their hard work and

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getting this playground completed.

Parks & Recreation Director Laurie Williams reported there is no theme to the playground, however, it will be called Twig & Tree Tops.

Council Member John Norman reported he is glad there is shade and that no park should be without shade.

Jack Ladd 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

10. 2025-151 - RESOLUTION APPROVING THE PURCHASE OF TWENTY-SIX (26) CHEVROLET TAHOES, FIVE (5) FORD EXPLORERS AND SIX (6) FORD F150 PICKUP TRUCKS UPFITTED FOR USE FOR THE MIDLAND POLICE DEPARTMENT FROM THE SEWELL FAMILY OF COMPANIES, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $2,989,610.89; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

11. 2025-152 - RESOLUTION APPROVING THE PURCHASE OF A ONE-YEAR RENEWAL OF THE PALO ALTO NETWORKS CORTEX AND FIREWALL SECURITY SYSTEMS FROM CDW GOVERNMENT LLC THROUGH THE INTERLOCAL PURCHASING SYSTEM FOR A TOTAL COST OF $229,395.27; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2025-153 - RESOLUTION APPROVING THE PURCHASE OF A TWO-YEAR RENEWAL OF WIRELESS SERVICES FROM VERIZON WIRELESS THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A TOTAL COST OF $943,731.12; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 2025-154 - RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF ALUMINUM SULFATE AND LIQUID COPPER SULFATE PENTAHYDRATE (19.8%) NEEDED FOR THE TREATMENT OF DRINKING WATER FOR FISCAL YEAR 2026 FROM CHAMELEON INDUSTRIES FOR A TOTAL COST OF $1,310,000.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE **(DISTRICT: ALL) (GENERAL SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 115-2025 - MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE MIDLAND DEVELOPMENT CORPORATION IN THE AMOUNT OF $1,668,754.00 FOR THE CONSTRUCTION OF CERTAIN WATER INFRASTRUCTURE IMPROVEMENTS LOCATED ON AND

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ADJACENT TO STATE HIGHWAY LOOP 250 AND TODD ROAD AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE § 501.103 **(DISTRICT: 1), (DISTRICT: 2) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

15. 116-2025 - MOTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF $2,099,100.00 FOR PROFESSIONAL SERVICES RELATED TO THE CONSTRUCTION OF AN INTERCHANGE AT THE INTERSECTION OF COUNTY ROAD 1250 AND STATE HIGHWAY 191 **(DISTRICT: 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

16. 2025-155 - RESOLUTION AUTHORIZING THE APPOINTMENT OF NICHOLAS TOULET-CRUMP TO THE POSITION OF CITY ATTORNEY OF THE CITY OF MIDLAND, TEXAS; ESTABLISHING AN ADVISORY COMMITTEE COMPRISED OF MAYOR LORI MERRITT BLONG, COUNCILMAN JACK LADD, AND COUNCILMAN BRIAN STUBBS FOR THE PURPOSE OF NEGOTIATING AN EMPLOYMENT AGREEMENT WITH NICHOLAS TOULET-CRUMP; AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH NICHOLAS TOULET-CRUMP **(DISTRICT: ALL) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Council Member Amy Stretcher Burkes pulled this item to express congratulations to the newly appointed City Attorney, Nicholas Toulet-Crump. All of Council provided words of encouragement, praise and congratulations.

Mr. Toulet-Crump thanked Council for the appointment and gave praise to his predecessors, John Ohnemiller and Keith Stretcher.

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

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

17. 117-2025 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SIMA DEVELOPMENT ADDITION, BEING A PLAT OF A 35.98-ACRE TRACT OF LAND OUT OF SECTION 22, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STATE HIGHWAY 349, APPROXIMATELY 1270 FEET NORTH OF WEST COUNTY ROAD 137) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is a plat for a property about 2 miles south of the City limits. The intent is to plat the property into three lots for commercial/retail development. Given that the property is so far south of the city limits, they have requested a deferral to use groundwater instead of connecting to city or sewer water. They are too far from the city limits to be annexed into the city. A groundwater

survey has been conducted and shows there is sufficient groundwater for the development. Council may accept and approve the plat or take no action which would allow it to be approved by application of law by the State.

Council discussion ensued and they were all able to voice their concerns about the future of water and the need for legislative change.

The entire discussion may be heard at https://midlandtx.new.swagit.com/videos/359316.

Council took no action on this item, therefore, it died for lack of a motion or a second.

18. 118-2025 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF THE PATCH ADDITION, BEING A PLAT OF A 148.76-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 140) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Council discussion ensued on this item, which is similar to item 17 above. Council was able to voice their concerns about the future of water.

Council took no action on this item, therefore, it died for lack of a motion or a second.

19. 119-2025 - MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, AN AMENDED PRELIMINARY PLAT OF MOCKINGBIRD RIDGE, BEING A PLAT OF A 302.39-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND FIREWHEEL ROAD) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning & Development Officer Elizabeth Triggs reported they are amending the preliminary plat to match the action that was approved in August 2025, to amend the underlying zoning district to allow for a few larger lots. The underlying zoning controls where green space is located. There are community areas on this plat that match the underlying zoning areas which do have green space designations.

Jack Ladd 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

20. 120-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE AMENDMENT (25-329-028) WITH HUGH BRINSON PIPELINE, 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)**

21. 121-2025 - MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-495-026) BETWEEN THE CITY OF MIDLAND AND CIVITAS PERMIAN OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 17, BLOCK C-24, PUBLIC SCHOOL LAND SURVEY, LOVING COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

22. 10673 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.177-ACRE TRACT OF LAND OUT OF LOT 1B, BLOCK 28, WYDEWOOD ESTATES, SECTION 30, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF PRESTON DRIVE, APPROXIMATELY 255 FEET EAST OF SUNBURST DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 14, 2025) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10673.

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

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

23. 10675 - AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT” OF THE CITY CODE OF MIDLAND, TEXAS, BY ADDING CHAPTER 1B, “RESIDENTIAL OVERLAY DISTRICT NUMBER 1” SO AS TO ESTABLISH AN OVERLAY ZONING DISTRICT THAT SHALL APPLY TO AN APPROXIMATE 100.84-ACRE AREA OF SECTION 36, BLOCK 39, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTH OF EAST INDIANA AVENUE, EAST OF THE ALLEY IMMEDIATELY EAST OF SOUTH LINCOLN STREET, NORTH OF THE ALLEY IMMEDIATELY NORTH OF CLOVERDALE ROAD, AND WEST OF SOUTH FAIRGROUNDS ROAD); AUTHORIZING LAND LOCATED WITHIN SAID OVERLAY ZONING DISTRICT TO BE DEVELOPED IN ACCORDANCE WITH THE REGULATIONS OF THE SF-3, SINGLE-FAMILY DWELLING DISTRICT; ESTABLISHING PROVISIONS RELATED TO LAND USE AND DEVELOPMENT WITHIN SAID OVERLAY ZONING DISTRICT; AMENDING THE ZONING MAP;

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CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ESTABLISHING AN EFFECTIVE DATE OF NOVEMBER 1, 2025; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 14, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10675.

John Norman moved to Approve; seconded by Robin Poole.

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

24. 10676 - AN ORDINANCE AMENDING TITLE XI, “PLANNING AND DEVELOPMENT”, CHAPTER 2, “PLATS AND SUBDIVISIONS” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO (1) REVISE VARIOUS DEFINITIONS, (2) REMOVE THE SKETCH PLAT REQUIREMENT, (3) AUTHORIZE THE ESTABLISHMENT OF A PLAT APPLICATION SUBMITTAL CALENDAR, (4) REVISE THE APPROVAL PROCEDURE FOR CERTAIN RESIDENTIAL REPLATS, AND (5) AUTHORIZE CERTAIN CITY EMPLOYEES TO EXERCISE THE PLANNING AND ZONING COMMISSION’S PLAT APPROVAL AUTHORITY AND CERTAIN RELATED RESPONSIBILITIES, SUBJECT TO CERTAIN EXCEPTIONS; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF NOVEMBER 1, 2025; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 14, 2025) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10676.

John Norman moved to Approve; seconded by Brian Stubbs.

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

25. 10677 - AN ORDINANCE AMENDING TITLE IV, “BUILDING REGULATIONS”, CHAPTER 11, “RESIDENTIAL CODE”, SECTION 3, “CHANGES AND ADDITIONS TO ADOPTED RESIDENTIAL CODE”, OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, SO AS TO ESTABLISH REGULATIONS RELATED TO CONSTRUCTION SITE DEBRIS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE

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DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 14, 2025) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10677.

John Norman moved to Approve; seconded by Robin Poole.

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

26. 10678 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE-FOOT PORTION OF LOT 1, BLOCK 1, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 330 FEET SOUTHEAST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENT CENTER 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 OCTOBER 14, 2025) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10678.

Brian Stubbs moved to Approve; seconded by John Burkholder.

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

27. 10679 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 6,214-SQUARE-FOOT PORTION OF LOT 1, BLOCK 1, 349 RETAIL ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH HIGHWAY 349, APPROXIMATELY 330 FEET NORTH OF TEJAS), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

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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 OCTOBER 14, 2025) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10679.

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

28. 10680 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,592-SQUARE-FOOT PORTION OF LOTS 7, 8 AND 9, BLOCK 28, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MARIENFELD STREET AND WEST ILLINOIS AVENUE), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS 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 OCTOBER 14, 2025) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10680.

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

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

29. 10681 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH LAMESA STREET), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE LOT FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY

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DWELLING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 14, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10681.

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

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

30. 10682 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 10, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF EAST CALIFORNIA AVENUE, APPROXIMATELY 320 FEET EAST OF SOUTH WEBSTER 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 OCTOBER 14, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10682.

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

31. 10683 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1A, BLOCK 31A, HOMESTEAD ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER TO CB, CENTRAL BUSINESS DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH PECOS STREET AND WEST LOUISIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

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(FIRST READING HELD OCTOBER 14, 2025) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10683.

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

32. 10684 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 4, NUEVA LA JOLLA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MH, MANUFACTURED HOUSING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH CALHOUN STREET AND ORCHARD LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 14, 2025) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10684.

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

PUBLIC HEARINGS

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

33. 10685 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.0-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF GLADIOLA AVENUE, APPROXIMATELY 465 FEET EAST OF GOLDEN GATE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

DRAFT

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10685.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is for a special exception to permit a reduced minimum lot area. Four letters of objection were received. However, no supermajority was triggered since it was for a special exception.

Mayor Pro Tem Robin Poole clarified that the zoning will not change; no mobile homes may be placed in the area.

Council Member John Burkholder reported on resident concerns.

Mayor Blong opened the public hearing at 10:51 a.m.

Nolan Bradshaw, 6515 Gladolila, spoke in opposition of this item. Mr. Bradshaw reported on several topics such as being grandfathered in and pending litigation.

Interim City Attorney Nicholas Toulet-Crump explained why voting on this item won't affect the pending lawsuit.

Mrs. Triggs reported she has not found any evidence of a grandfathered-in clause but has found covenants that will not affect the special exception.

Doug Aylor, 6408 Gladolila Avenue, is concerned that the area is too congested now that other developments have been added, such as a school and a YMCA.

Barbara Aylor, 6408 Gladolila Avenue, is concerned that she can no longer walk on the street because of congestion and no sidewalks.

Deputy City Manager Jose Ortiz reported they do have plans for sidewalks and will connect with Mrs. Aylor after today's meeting.

Brandon McMorries, 3211 Chelsea Place, spoke about the plans for this property and how they cleaned up the area.

Andrew Mellen, 1909 W. Wall, Maverick Engineering, spoke in favor of this item.

There being no one else wishing to speak, the public hearing was closed at 11:16 a.m.

Mrs. Triggs reported it is a requirement that, in order to properly split a lot, you have to replat it. In some cases, lots are sold without first being replatted.

Council Member Amy Stretcher Burkes, Council Member John Burkholder and Mayor Blong made remarks about not making decisions lightly.

Robin Poole moved to Approve; seconded by John Norman.

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

DRAFT

ABSENT: Ladd

34. 10686 - AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 3.919-ACRE TRACT OF LAND OUT OF SECTION 9, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF MAYFIELD PLACE, APPROXIMATELY 165 FEET NORTH OF FAIRFIELD LANE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10686.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting, this is for a special exception to permit a reduced minimum lot width with conditions.

Council Member John Burkholder inquired about the area surrounding this property and any abandoned wells.

Mrs. Triggs explained the variance process with regard to the wells.

Council discussion ensued.

Mayor Blong opened the public hearing at 11:28 a.m.

Andrew Mellen, 1909 W. Wall, Maverick Engineering, spoke in favor of this item and explained the history and future of this property.

There being no one else wishing to speak, the public hearing was closed at 11:30 a.m.

Brian Stubbs moved to Approve; seconded by John Norman.

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

35. 10687 - AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11A, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 52, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WINDHAVEN DRIVE, APPROXIMATELY 190 FEET SOUTH OF DEAUVILLE BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A HOTEL FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

DRAFT

CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No. 10687.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a Specific Use Designation for the sale of alcohol.

Mayor Blong opened the public hearing at 11:32 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Amy Stretcher Burkes 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, John Norman
NAY: None
ABSTAIN: None
ABSENT: Ladd

36. 10688 - AN ORDINANCE VACATING AND ABANDONING A 0.1377-ACRE PORTION OF ALLEY RIGHT-OF-WAY OUT OF BLOCK 35, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TEXAS AVENUE, APPROXIMATELY 140 FEET EAST OF NORTH BIG SPRING STREET) IN ACCORDANCE WITH THAT CERTAIN MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, MIDLAND DEVELOPMENT CORPORATION, AND MIDLAND DOWNTOWN RENAISSANCE, LP THAT WAS EXECUTED ON JANUARY 25, 2024, AS AMENDED; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Assistant City Secretary Rachel Guentensberger read the caption of Ordinance No.10688.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this ordinance would vacate and abandon a portion of alley right-of-way.

Mayor Blong opened the public hearing at 11:33 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to Approve; seconded by Brian Stubbs.

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

MISCELLANEOUS

37. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY) (TRANSPARENT & CONSISTENT COMMUNICATION)**

This item was skipped.

PUBLIC COMMENT

38. 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.)

STAFF PRESENTATIONS

39. Presentation on “Strengthening and Sustaining our Road Infrastructure"

Strategic Partnerships Officer Lindsey Adams gave a brief presentation on strengthening and sustaining the roads and infrastructure for the City of Midland.

40. Presentation on “Strengthening and Sustaining our Water Infrastructure"

Public Works Officer & Utilities Director Carl Craigo gave a brief presentation on strengthening and sustaining the water infrastructure for the City of Midland.

EXECUTIVE SESSION

Mayor Blong recessed the City Council meeting to go into Executive Session at 11:53 a.m.

41. 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:

41.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.

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

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

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

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

DRAFT

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

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

All the business at hand having been completed, the meeting adjourned at 1:11 p.m.

PASSED AND APPROVED November 18, 2025.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL SPECIAL MEETING
October 29, 2025 - 11:00 AM

The City Council convened in Special session at the Midland International Air & Space Port, Midland, Texas, at 11:00 AM, October 29, 2025.

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

Council Members absent: Jack Ladd, John Norman

Staff members present: City Manager Tommy Gonzalez, City Attorney Nicholas Toulet-Crump, City Governance Officer/City Secretary Marcia Bentley-German, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz, Airports Director Justine Ruff, Public Works Officer & Utilities Director Carl Craigo, Chief of Staff Taylor Novak & Strategic Partnerships Officer Lindsey Adams

SPECIAL SESSION

The meeting was called to order at 11:02 a.m.

1. Groundbreaking for the expansion of the Midland International Air & Space Port Terminal Building.

The Mayor, several City Council Members, elected County Officials, Midland City Management and Staff gathered for the Midland International Air & Space Port Terminal expansion building groundbreaking ceremony.

Mayor Blong, Mayor Pro Tem Robin Poole and Chief of Staff Taylor Novak provided remarks and thanks to the Federal Aviation Administration, Transportation Security Administration, Airport Partners, Airport Board, City Management, Airports Director Justine Ruff and City Council.

All the business at hand having been completed, the meeting adjourned at 11:13 a.m.

PASSED AND APPROVED November 18, 2025.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MINUTES FOR CITY COUNCIL SPECIAL MEETING
November 6, 2025 - 1:00 PM

The City Council convened in Special session at the Hogan Park Golf Course, 3600 N. Fairgrounds Road, Midland, Texas, at 1:00 PM, November 6, 2025.

Council Members present: John Burkholder, Amy Stretcher Burkes, Lori Blong, John Norman

Council Members absent: Robin Poole, Brian Stubbs, Jack Ladd

Staff members present: City Governance Officer/City Secretary Marcia Bentley-German, Parks & Recreation Director Laurie Williams, Public Works Officer & Utilities Director Carl Craigo, Chief of Staff Taylor Novak, Strategic Partnerships Officer Lindsey Adams, Hogan Park Golf Course Superintendent Tyson Kerby

SPECIAL SESSION

1. Groundbreaking for the construction of the Courses at Hogan Park

Mayor Blong, members of the City Council, City staff and community members all gathered for the groundbreaking for the construction of the courses at Hogan Park.

Chief of Staff Taylor Novak gave a brief opening beginning at 1:02 p.m. and introduced Mayor Blong who provided remarks. The following gave praise and remarks for the groundbreaking, the work that has been done so far and what's to come: Council Member John Norman, Trey Kemp, with Kemp Golf Course Design, Hogan Park Golf Course Superintendent Tyson Kerby and Parks & Recreation Director Laurie Williams.

The special meeting adjourned at 1:11 p.m.

PASSED AND APPROVED November 18, 2025.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5.
Meeting Date: November 18, 2025
To: City Council
From: Jamie Barton, Finance Reporting Manager
Subject: RESOLUTION CASTING THE CITY OF MIDLAND'S VOTES FOR DIRECTOR OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR JOHN SCHARBAUER; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS

Purpose:
Midland Central Appraisal District enclosed an Official Ballot and sample Resolution to the City Council for the election of the Board of Directors. Each voting entity must cast their vote by written Resolution and submit to the Chief Appraiser before December 15, 2025. The entity may cast its votes amongst any number of candidates. The City of Midland submits their 213 Votes nominating **Mr. John Scharbauer**.

Recommended Action:
Approve

Fiscal Impact:
No funding is required.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
A voting entity may only cast its votes for a nominee that is listed on the ballot, there is no provision for a write-in candidate. The nominees with the most votes will be appointed to the Board of Directors in January of 2026.

Attachments:
A. RESOLUTION - MCAD Vote
B. Board of Directors Ballot Letters 2026-CTM
C. Resolution for Casting Votes for MCAD BOD Members (Sample)

Jamie Barton, Finance	Created/Initiated - 11/6/2025
Christy Weakland, Finance	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025

Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

RESOLUTION NO. _____

RESOLUTION CASTING THE CITY OF MIDLAND'S VOTES FOR DIRECTOR OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR JOHN SCHARBAUER; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS

WHEREAS, the Chief Appraiser of the Midland Central Appraisal District has delivered to the City of Midland (the "City") a ballot listing the nominees for the Midland Central Appraisal District's Board of Directors; and

WHEREAS, it has been determined by the Chief Appraiser that the City is entitled to 213 votes; and

WHEREAS, the City Council finds and determines that it should cast the City's votes for the nominee who was nominated by the City;

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

SECTION ONE. That the City hereby casts its 213 votes for John Scharbauer for the office of Director of the Midland Central Appraisal District.

SECTION TWO. That the City Manager or the City Manager's designee is hereby authorized and directed to indicate this action on the official ballot received from the Chief Appraiser of the Midland Central Appraisal District and to promptly deliver said ballot, together with a certified copy of this resolution, to the Chief Appraiser.

SECTION THREE. That this resolution shall become effective immediately upon its adoption.

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., 2025, 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:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND CENTRAL APPRAISAL DISTRICT
4631 ANDREWS HWY.
P.O. BOX 908002 MIDLAND, TEXAS 79708-0002
(432) 699-4991 FAX (432) 689-7185

Mr. Tommy Gonzalez, City Manager
City of Midland
P.O. Box 1152
Midland, Texas 79702

RE: Ballot for the Election of Board of Directors for Midland Central Appraisal District

Mr. Gonzalez,

Enclosed please find an Official Ballot and a (sample) Resolution for the election of the Board of Directors for the Midland Central Appraisal District.

Each voting entity must cast its vote by written Resolution and submit it to the Chief Appraiser before December 15, 2025. The entity may cast its votes amongst any number of candidates. A voting entity may only cast its votes for a nominee that is listed on the ballot, there is no provision for a write-in candidate. The nominees with the most votes will be appointed to the Board of Directors in January of 2026.

If you have any questions, please feel free to contact me.

Respectfully,

Michelle L Berdeaux

Michelle L Berdeaux, RPA, RTA, CCA, CTA
Chief Appraiser
Midland Central Appraisal District.

Ballot for Midland Central Appraisal District
Board of Directors 2026 Term

Entity	Votes	NOMINEES	Number of Votes
Midland County	222	Wesley Bounds	
City of Midland	213	John Scharbauer	
Midland College	129		
Greenwood ISD	176		
Midland ISD	1240		
City of Odessa	20		

1. Place the number of votes you wish to cast for a candidate in the block beside that name under your entity heading.

2. Attach this ballot to the adopted resolution and return to this office before December 15, 2025.

RESOLUTION NO. ____

A RESOLUTION OF {insert governing body e.g., city council, school board, commissioners} OF THE {insert name of jurisdiction}, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE MIDLAND CENTRAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote for nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

NOW, THEREFORE, BE IT RESOLVED BY THE {insert governing body e.g., city council, school board, commissioners court}:

SECTION 1. That the {insert governing body e.g., city council, school board, commissioner court} of{inset name of the jurisdiction}does hereby cast its votes in accordance with the attached ballot, for a member of the Board of Directors of the Midland Central Appraisal District.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the {insert the name of the governing body} of the {insert the name of the jurisdiction, on this the ___ day of December 2025.

Insert NAME OF JURISDICTION

_____
MAYOR/PRESIDENT/COUNTY JUDGE

ATTEST:

_____

City Council Meeting

Item Number: 6.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT TO EMERGING COMPOUNDS TREATMENT TECHNOLOGIES, INC. D/B/A ECT2 FOR THE MAINTENANCE OF FOUR (4) OSHKOSH 1500 STRIKER ARFF FOAM TANKS AND PIPING FOR A TOTAL COST OF $189,600.00; AND AUTHORIZING PAYMENT FOR SAID CONTRACT

Purpose:
Resolution awarding a service contract for the maintenance project for one (1) year for four (4) OshKosh 1500 Striker Trucks AFF Foam Tanks to Emerging Compounds Treatment Technologies, Inc. dba ECT2 for a total cost of $189,600.00.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Requests for proposals were sent to one hundred sixty-eight (168) vendors, and three (3) vendors viewed the proposal. We received two (2) proposals. Staff recommends awarding the service contract for the maintenance project for one (1) year for four (4) OshKosh 1500 Striker Trucks AFF Foam Tanks to Emerging Compounds Treatment Technologies, Inc. dba ECT2. Please see the attached memo from Michael Carrillo, Assistant Director of Administration, for more information.

Therefore, please consider a resolution awarding a service contract for the maintenance project for one (1) year for four (4) OshKosh 1500 Striker Trucks AFF Foam Tanks to Emerging Compounds Treatment Technologies, Inc. dba ECT2 for a total cost of $189,600.00.

Attachments:
A. Support Memo AFFF Project
B. RESOLUTION W EXH - Award Contract - ARFF Foam Tank Maintenance Reso w Exh
C. CONTRACT - Service Contract 26000166
D. 26000166 Bid Tab

Erika Munoz, General Services	Created/Initiated - 11/5/2025
Regina Stephenson, City Secretary	Approved - 11/10/2025
Christy Weakland, Finance	Approved - 11/10/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

MIDLAND

Be the Energy!

DATE: 10/30/2025

TO: Purchasing

FROM: Michael Carrillo, Assistant Director of Administration

SUBJECT: AFFF Foam Maintenance Project

The maintenance project for the four Oshkosh 1500 Striker (ARFF) trucks is necessary to remove legacy Aqueous Film Forming Foam (AFFF) containing per- and polyfluoroalkyl substances (PFAS) from the foam tanks and piping. These "forever chemicals" are now regulated by the Environmental Protection Agency (EPA) and the Texas Commission on Environmental Quality (TCEQ) due to environmental and health risks. The work ensures compliance with PFAS regulations, prevents contamination, and allows conversion to fluorine-free foam required by the Federal Aviation Administration (FAA).

Two bids were received for Bid No. 26000166: Taplin Group, LLC at $298,233.72 and Emerging Compounds Treatment Technologies (ECT2) at $189,600. ECT2 was selected as the most qualified and cost-effective bidder. Their proprietary cleaning process achieves over 99% PFAS removal while generating less waste than standard rinsing. The scope includes full containment, laboratory testing, and certified disposal. ECT2 has completed similar successful projects at airports in Naples (FL), Mojave (CA), and Joint Base Cape Cod (MA).

Awarding this contract to ECT2 ensures environmental compliance, protects against future liability, and maintains the airport's operational readiness.

Sincerely,

Michael Carrillo

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO EMERGING COMPOUNDS TREATMENT TECHNOLOGIES, INC. D/B/A ECT2 FOR THE MAINTENANCE OF FOUR (4) OSHKOSH 1500 STRIKER ARFF FOAM TANKS AND PIPING FOR A TOTAL COST OF $189,600.00; AND AUTHORIZING PAYMENT FOR SAID CONTRACT

WHEREAS, the City of Midland issued a request for proposals for the 1-year maintenance of four (4) OshKosh 1500 Striker ARFF foam tanks and piping (the "Project"); and

WHEREAS, two proposals were opened on October 22, 2025, with the lowest responsible and best value proposal being submitted by Emerging Compounds Treatment Technologies, Inc. D/B/A ECT2 ("Company") for the amount of $189,600.00 as shown on the proposal tabulation attached hereto as Exhibit A, which is incorporate herein for all purposes; and

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

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the amount of $189,600.00 with Company for the Project. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Company in accordance with the provisions of the above-referenced contract from funds available in the Airport 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., 2025, 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

26000166 Maintenance Project for One (1) year for Four (4) OskKosh 1500 Striker Trucks AFF Foam Tanks Bid Table
Bid Opening: October 22, 2025

			ECT2		Taplin Group, LLC	
		Total Cost	$189,600.00		$298,233.72	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization and Startup	1	$23,800.00	$23,800.00	$22,321.50	$22,321.50
#0-2	OskKosh 1500 striker trucks with 200-gallon AFFF foam tanks one onsite AFFF storage tank. Removal of AFFF concentrate from four trucks and one storage tank clean all surfaces AFFF has contacted: tanks, piping, discharges, hoses, nozzles. Cleaning methodology to include enhancements such as heat, solvents, or reagents to improve PFAs removal from all surfaces. Collection, treatment, and disposal of all rinsate generated during truck cleaning. disposal of rinsate either off-site, or in compliance with city of midland utilities requirements. Spill prevention plan that provides for secondary containment of the work area, truck cleaning location, and waste storage. Documents and certifications of all services: including disposal of AFFF concentrate, rinsate, waste, and contaminated equipment. PFOs/PFAs analytical testing verifying removal of PFAs to acceptable level.	4	$22,000.00	$88,000.00	$52,414.00	$209,656.00
#0-3	Transport and disposal of AFFF concentrate, contaminated rinsate, and materials to an approved facility that eliminates or prevents future health and environmental hazards.	1	$61,500.00	$61,500.00	$43,934.72	$43,934.72
#0-4	Demobilization	1	$16,300.00	$16,300.00	$22,321.50	$22,321.50

Bid Summary

168 **Bids were Issued**
2 **Bids are listed above**
1 **NO bids were received**
165 **Bidders did not respond**

Exhibit A

CITY OF MIDLAND
SERVICE CONTRACT
 # 26000166

THIS CONTRACT, effective this 19th day of November 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and Emerging Compounds Treatment Technologies, Inc. dba ECT2, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $ 189,600.00

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

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

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

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

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

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING

ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of one (1) year commencing on November 19, 2025, and terminating on November 19, 2026 unless sooner terminated as provided in this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

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

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but

CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Emerging Compounds Treatment Technologies, Inc. dba ECT2
	125 Industrial Way
	Portland, ME 04103

The above addresses may be changed at any time by providing written notice to the other party.

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

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

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

18. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES

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

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE

OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

22. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this

Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

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

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

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

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

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

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

29. **INSURANCE**

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

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

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

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

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided

the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Emerging Compounds Treatment Technologies, Inc. dba ECT2, 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 _____, 2025.

_____
Notary Public, State of _____

Exhibit 'A'

Date: 10/6/2025

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

BID NO: 26000166

CLOSING DATE: **CLOSING TIME:**

October 22, 2025 **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **10/22/2025** THROUGH THE E-PROCUREMENT SYSTEM FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Midland International Air & Space Port**

DESCRIPTION
Maintenance Project for One (1) Year for Four (4) OskKosh 1500 Stricker Trucks AFFF Foam Tanks
TOTAL

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.

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

3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.

4. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

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

6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.

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

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

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

COMPANY NAME: Emerging Compounds Treatment Technologies, Inc. (ECT2)
ADDRESS: 125 Industrial Way
CITY: Portland STATE: ME ZIP 04103
PHONE NO: 614 987 2610 EMAIL: https://www.ect2.com/contact-us/
DELIVERY CAN BE MADE: Within an estimated 60 days of purchase order
AUTHORIZED SIGNATURE: David Cary

THE CITY OF MIDLAND

SPECIFICATION

26000166

MAINTENANCE PROJECT FOR ONE (1) YEAR FOR FOUR (4) OSKKOSH 1500 STRICKER TRUCKS AFFF FOAM TANKS

1. VENDOR CONTACT:

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

The City Of Midland
Office of the Purchasing Agent
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City of Midland, TX personnel shall not be considered binding.

2. DEFINITIONS

2.1. OWNER

City of Midland

2.2. CONTRACTOR

Successful Bidder

3. REQUIREMENTS

Vendor shall comment in the right margin as to whether or not his bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or Black ink if completed by hand or typewriter. A separate sheet may be used as long as each item is identified, and the sheet(s) are signed.

Requirement	Vendor Comment
3.1. GENERAL	See Attached
3.1.1. The intent of this specification is to establish minimum standards for equipment to be purchased by City of Midland, Texas. This specification is intended to describe a new production model. The design is to be such that no additional modification or fabrication is required.	
3.1.2. The City of Midland reserves the right to reject any or all bids and to waive all	

formalities and to award the purchase to the bidder on all or none basis.	
3.1.3. The City of Midland reserves the right to award the bid based on what we determine to be the most advantageous offer to the City of Midland.	
3.1.4. The City of Midland reserves the right to increase or decrease quantities during the current budget year without penalty.	
3.1.5. All specifications are minimum unless otherwise stated.	
3.2. SCOPE OF SERVICES & REQUIREMENTS	See Attached
3.2.1. MOBILIZATION AND STARTUP	
3.2.2. FOUR OSKKOSH 1500 STRIKER TRUCKS WITH 200 GALLON AFFF FOAM TANKS ONE ONSITE AFFF STORAGE TANK. REMOVAL OF AFFF CONCENTRATE FROM FOUR TRUCKS AND ONE STORAGE TANK CLEAN ALL SURFACES AFFF HAS CONTACTED: TANKS, PIPING, DISCHARGES, HOSES, NOZZLES. CLEANING METHODOLOGY TO INCLUDE ENHANCEMENTS SUCH AS HEAT, SOLVENTS, OR REAGENTS TO IMPROVE PFAS REMOVAL FROM ALL SURFACES COLLECTION, TREATMENT, AND DISPOSAL OF ALL RINSATE GENERATED DURING TRUCK CLEANING. DISPOSAL OF RINSATE EITHER OFF-SITE, OR IN COMPLIANCE WITH CITY OF MIDLAND UTILITIES REQUIREMENTS SPILL PREVENTION PLAN THAT PROVIDES FOR SECONDARY CONTAINMENT OF THE WORK AREA, TRUCK CLEANING LOCATION, AND WASTE STORAGE. DOCUMENTS AND CERTIFICATIONS OF ALL SERVICES: INCLUDING DISPOSAL OF AFFF CONCENTRATE, RINSATE, WASTE, AND CONTAMINATED EQUIPMENT. PFOS/PFAS ANALYTICAL TESTING VERIFYING REMOVAL OF PFAS TO ACCEPTABLE LEVEL.	
3.2.3. TRANSPORT AND DISPOSAL OF AFFF CONCENTRATE, CONTAMINATED RINSATE, AND MATERIALS TO AN APPROVED FACILITY THAT ELIMINATES OR PREVENTS FUTURE HEALTH AND ENVIRONMENTAL HAZARDS.	
3.2.4. DEMOBILIZATION	

3.3 SPECIAL CONDITIONS	See Attached
3.3.1 The successful bidder shall include a copy of illustrative and technical data covering the service proposed.	

	A certificate showing proof of Product Liability Insurance shall be submitted to the City of Midland by the successful bidder. State the amount of insurance provided on the bid detail sheet.	
3.3.2	A pre-bid conference will be held at 10:00 A.M. on Monday, October 13, 2025. The meeting shall be held at Midland International Air & Space Port, 3rd Floor Conference Room. The purpose is to answer any questions and discuss the projects listed on this bid document, and to enable bidders to have a good understanding of the work to be done and materials required.	
3.3.3	Please contact Josh Batten at (432) 312-2891 of your interest in this project and your intent to attend the meeting. If there is no interest, there will not be a meeting.	
3.3.4	Services rendered are to encompass first class workmanship and attention to details. For instance, all slag shall be removed, all burrs ground off, all drain plugs easily accessible, or drain lines installed. These comments are not all inclusive but used for illustration only. All materials shall be new unless either it is specified to use used materials or previously approved in writing by the City of Midland.	
3.3.5	Any inadvertent omissions from the specifications shall not relieve the successful bidder from the responsibility of furnishing an operational unit complete with all necessary components, accessories, controls and technical advice for an efficient, safe operation, performing its' intended function.	
3.3.6	Exceptions for minor deviations from written specifications shall not disqualify a bidder. The City of Midland shall determine what constitutes as a minor deviation.	
3.3.7	If no exceptions have been taken, it is presumed the offer meets specification. If the written offer meets specification and the equipment does not meet specification, the vendor will be required to make the correction whenever the discrepancy is discovered, regardless of age or hours/miles.	
3.3.8	The delivery address is: City of Midland – Airports 9506 La Force Boulevard Midland, TX 79706	
3.3.9	Services will not be paid for until they are checked, and all specifications are met.	
3.3.10	The bidder is to furnish names, addresses, telephone numbers and the name of a knowledgeable person to contact for at least three (3) customer references the bidder has provided similar services to over the previous 12 to 24 months. This requirement is waived if the bidder has provided similar goods or services to the City of Midland.	

3.3.11	In order for your bid to be considered, and eliminate the possibility of technical disqualification, be sure the following has been done. _____ Make sure you have all pages of specifications _____ Be sure you return the specifications _____Be sure you include bid	
3.3.12	I hereby certify that the item I proposed to furnish on this invitation to bid meets or exceeds the specifications and intent pertaining thereto, and that the instructions to bidders have been read and conformed to. Deviations from these requirements will be corrected at vendors expense whenever discovered.	
3.3.13	Contractor must have a demonstrated ability to clean PFAs from ARFF trucks, with examples of prior work completed, including analytical test results demonstrating the cleaning methods effectiveness. Transition plan including estimated time of cleaning each truck, total estimated project time, and pre/post analytical testing to verify cleaning effectiveness. Contractor and transition plan must comply with all FAA, TSA and Midland Airport rules and standards.	

4. BID WAIVERS:

A. Waiver of Attorney Fees: By submitting a bid, **EACH BIDDER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE BIDDER HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S RESPECTIVE EMPLOYEES AND REPRESENTATIVES FOR THE AWARD OF ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; WAIVER OF ANY REQUIREMENTS UNDER THE BID DOCUMENTS; OR THE CONTRACT DOCUMENTS; ACCEPTANCE OR REJECTION OF ANY BIDS; AND AWARD OF THE CONTRACT. BY SUBMITTING A BID, THE BIDDER SPECIFICALLY WAIVE ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OF MIDLAND, TEXAS, OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVE'S UNDER ANY PROVISIONS OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001 ET. SEQ., AS AMENDED).**

The bidder agrees that this is the intentional relinquishment of a presently existing known right.

By Execution and submission of this bid, the bidder hereby represents and warrants to the City of Midland that the bidder has read and understands the Bid Documents and the Contract Documents, and this bid is made in accordance with the Bid Documents. Bidder acknowledges that it understands all terms within the bid Documents which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

B. WAIVER:

By submitting a bid, **EACH BIDDER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE BIDDER HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND,**

TEXAS AND THE CITY'S EMPLOYEES, AGENTS, AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

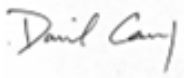
1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID.**
2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS.**
3. **ACCEPTANCE OR REJECTION OF ANY BIDS; AND**
4. **AWARD OF THE CONTRACT.**

By submitting the bid, the bidder acknowledges that the bidder understands all of the terms of the bidding documents and consents to the bidding process and the possibility of a negative assessment.

By submitting a bid, the bidder acknowledges and agrees that there was and is no disparity of bargaining power between the bidder and the City of Midland, Texas.

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

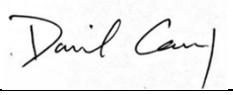
By Signing Request for bid and/ or below, your company agrees to the above waiver(s). If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

ECT2	207-807-3084
Company Name	Phone
	N/A
Authorized Signature	Fax
Daniel Casey	10/22/2025
Print Above Name	Date

Spec Section	Requirement	Vendor Note	Vendor Comment
3.1	**General**		
3.1.1	The intent of this specification is to establish minimum standards for equipment to be purchased by City of Midland, Texas. This specification is intended to describe a new production model. The design is to be such that no additional modification or fabrication is required.	Meets specification	No modification required by City of Midland for the defined scope of work
3.1.2	The City of Midland reserves the right to reject any or all bids and to waive all formalities and to award the purchase to the bidder on all or none	Meets specification	Vendor accepts this bid term
3.1.3	The City of Midland reserves the right to award the bid based on what we determine to be the most advantageous offer to the City of Midland.	Meets specification	Vendor accepts this bid term
3.1.4	The City of Midland reserves the right to increase or decrease quantities during the current budget year without penalty.	Meets specification	Vendor notes this term and can offer additional quantities if required, but unit prices offered in this bid cannot be guaranteed.
3.1.5	All specifications are minimum unless otherwise stated.	Meets specification	Vendor accepts this bid term excepting minor deviations as noted here and in the written proposal.
3.2	**Scope of Services and Requirements**		
3.2.1	Mobilization and Startup	Meets specification	Vendor bid meets requirements related to this specification by mobilizing and setting up required equipment at the service location
	Four Oskkosh 1500 striker trucks with 200 gallon AFFF foam tanks One onsite AFFF storage tank.	Meets specification	Vendor acknowledges requirement to service these units
	Removal of AFFF concentrate from four trucks and one storage tank	Meets specification	Vendor will drain and hose down AFFF storage tanks
	Clean all surfaces AFFF has contacted: tanks, piping, discharges, hoses, nozzles.	Exceeds specification	ECT2 will use its proprietary cleaning solution and process to achieve a high degree of removal that limits concentration rebound.
	Collection, treatment, and disposal of all rinsate generated during truck cleaning.	Meets specification	ECT2 will collect all waste liquids in IBC totes for disposal in accordance with USEPA recommended handling procedures
	Disposal of rinsate either off-site, or in compliance with city of Midland utilities requirements	Meets specification	ECT2 will dispose of waste off-site
	Spill prevention plan that provides for secondary containment of the work area, truck cleaning location, and waste storage.	Meets specification	ECT2 will set up secondary containment for truck, cleaning equipment, and waste storage areas for the duration of work.
3.2.2	Documents and certifications of all services: including disposal of AFFF concentrate, rinsate, waste, and contaminated equipment. PFOS/PFAS analytical testing verifying removal of PFAS to acceptable level.	Meets specification	ECT2 will provide documentation of work completed, including waste disposal and analytical testing. PFAS removal will not be complete and total at the end of cleaning as this is not economical. ECT2's proprietary cleaning procedures will significantly reduce residuals in line or above with industry best practices.
3.2.3	Transport and disposal of AFFF concentrate, contaminated rinsate, and materials to an approved facility that eliminates or prevents future health and environmental hazards.	Meets specification	ECT2 will collect all waste liquids in IBC totes for disposal in accordance with USEPA recommended handling procedures
3.2.4	Demobilization	Meets specification	Vendor bid meets requirements related to this specification by tearing down and demobilizing required equipment from the service location.
3.3	**Special Conditions**		
3.3.1	The successful bidder shall include a copy of illustrative and technical data covering the service proposed.	Exceeds specification	ECT2's written proposal provides detailed information on technical approach, previous results, and experise.
-	A certificate showing proof of Product Liability Insurance shall be submitted to the City of Midland by the successful bidder. State the amount of insurance provided on the bid detail sheet.	Meets specification	ECT2 can provide this proof if selected as the successful bidder
3.3.2	A pre-bid conference will be held at 10:00 A.M. on Monday, October 13, 2025. The meeting shall be held at Midland International Air & Space Port, 3rd Floor Conference Room. The purpose is to answer any questions and discuss the projects listed on this bid document, and to enable bidders to have a good understanding of the work to be done and materials required.	Meets specification	ECT2 was unable to attend the pre-bid conference but submitted questions to clarify scope.
3.3.3	Please contact Josh Batten at (432) 312-2891 of your interest in this project and your intent to attend the meeting. If there is no interest, there will not be a meeting.	Meets specification	ECT2 was unable to attend the pre-bid conference but submitted questions to clarify scope.

Spec Section	Requirement	Vendor Note	Vendor Comment
3.3.4	Services rendered are to encompass first class workmanship and attention to details. For instance, all slag shall be removed, all burrs ground off, all drain plugs easily accessible, or drain lines installed. These comments are not all inclusive but used for illustration only. All materials shall be new unless either it is specified to use used materials or previously approved in writing by the City of Midland.	Exceeds specification	ECT2 has performed numerous ARFF transition services with a strong record of satisfied customers. ECT2 takes pride in maintaining a clean and safe work atmosphere to support the delivery of high-quality services.
3.3.5	Any inadvertent omissions from the specifications shall not relieve the successful bidder from the responsibility of furnishing an operational unit complete with all necessary components, accessories, controls and technical advice for an efficient, safe operation, performing its' intended function.	Meets specification	ECT2 has performed numerous ARFF transition services and has a flexible equipment set equipped to handle a wide range of technical challenges without interrupting or delaying work.
3.3.6	Exceptions for minor deviations from written specifications shall not disqualify a bidder. The City of Midland shall determine what constitutes as a minor deviation.	Meets specification	ECT2 has proposed select minor deviations from the technical specifications, but believes the proposed services meet the intent and requirements of the City of Midland.
3.3.7	If no exceptions have been taken, it is presumed the offer meets specification. If the written offer meets specification and the equipment does not meet specification, the vendor will be required to make the correction whenever the discrepancy is discovered, regardless of age or hours/miles.	Meets specification	ECT2 has noted specific exceptions from the specification in its technical proposal.
3.3.8	The delivery address is: City of Midland – Airports 9506 La Force Boulevard Midland, TX 79706	Meets specification	ECT2 will deliver equipment to and perform service at this address if selected as the successful bidder
3.3.9	Services will not be paid for until they are checked, and all specifications are met.	Meets specification	ECT2 will invoice based on task completion
3.3.10	The bidder is to furnish names, addresses, telephone numbers and the name of a knowledgeable person to contact for at least three (3) customer references the bidder has provided similar services to over the previous 12 to 24 months. This requirement is waived if the bidder has provided similar goods or services to the City of Midland.	Exceeds specification	ECT2 has provided project references for similar scopes of work in Appendix B of its technical proposal
3.3.11	In order for your bid to be considered, and eliminate the possibility of technical disqualification, be sure the following has been done. ___X___ Make sure you have all pages of specifications ___X___ Be sure you return the specifications ___X___Be sure you include bid	Meets specification	ECT2 confirms it has received, reviewed, and included the required items.
3.3.12	I hereby certify that the item I proposed to furnish on this invitation to bid meets or exceeds the specifications and intent pertaining thereto, and that the instructions to bidders have been read and conformed to. Deviations from these requirements will be corrected at vendors expense whenever discovered.	Meets specification	ECT2's proposal meets or exceeds the intent of the specifications, and ECT2 understands and agrees to the instructions as noted.
3.3.13	Contractor must have a demonstrated ability to clean PFAs from ARFF trucks, with examples of prior work completed, including analytical test results demonstrating the cleaning methods effectiveness. Transition plan including estimated time of cleaning each truck, total estimated project time, and pre/post analytical testing to verify cleaning effectiveness. Contractor and transition plan must comply with all FAA, TSA and Midland Airport rules and standards.	Exceeds specification	ECT2 has completed numerous ARFF transition projects across the country with analytical results from multiple projects demonstrating significant PFAS removal. ECT2's proposal includes the requested details on schedule and testing.

Daniel Casey
Name


Signature

Director, Field Service and Product Deployment
Title

10/22/2025
Date

Montrose Environmental Group

City of Midland

Midland, Texas

Midland Airport ARFF Transition

OPP-2024-10-25-061111
Submission Date: October 22, 2025

SUBMITTED TO:

Erika Martinez
Purchasing Manager
City of Midland
300 North Lorraine Street
Midland, TX 79702-1152
432-685-7234
purchasing@midlandtexas.gov

PRESENTED BY:

Patrick McKeown
Business Development Manager
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1.0 Project Background

ECT2 understands the City of Midland requires a mobile firefighting foam cleaning system to remove per- and poly- fluoroalkyl substances (PFAS) from the foam tank and piping of firefighting vehicles, including four aircraft rescue and firefighting (ARFF) vehicles. ECT2 is presenting a rinsing alternative to full replacement of the fire truck and foam equipment.

ECT2's solution involves the deployment of our team to the Midland, Texas location to clean and prepare the vehicles for the new class of fluorine free foams. The equipment will be mobilized, operated, and demobilized by ECT2 field service technicians.

The ECT2 firefighting foam cleaning system is designed for trucks that require the removal of PFAS from the tanks and piping for conversion from aqueous film forming foam (AFFF) to synthetic fluorine free foam (SFFF). While equipment washing and rinsing activity is not guaranteed to provide complete and total PFAS removal, ECT2's solution will significantly reduce the PFAS present within the fire truck equipment — this approach is widely accepted as current industry best practice.

1.1 PFAS Removal

In regard to PFAS removal, testing has demonstrated our proprietary cleaning solution to be much more effective than conventional triple rinse with water alone, and more effective at minimization of PFAS compounds leaching from piping into contained liquids thereafter (commonly referred to as rebound). Furthermore, our method generates a significantly smaller volume of wastewater.

ECT2's global experience treating PFAS, advanced R&D facility, and deep team of ARFF experts positions us to be your best partner for tackling the ARFF transition. ECT2 has treated over 10 billion gallons of PFAS impacted water – including AFFF spill response, ARFF vehicle transition, and infrastructure transition work. ECT2's R&D facility has worked with the EPA on developing cost effective and best-in-class cleaning techniques to remove recalcitrant AFFF film off the inside of pipe material. ECT2's testing matrix evaluated over 30 blends of cleaning chemistry and methodology to produce the most efficient and cost-effective methodology. Additionally, ECT2's project team includes Steve Pepper, former Phillips 66 Fire Chief and Chief of Crisis Management and Emergency Response (Global). Steve has led and consulted on the transition of ARFF and Refinery Vehicles and will provide expertise for this deployment.

1.2 ECT2 Results

ECT2 has cleaned ARFF vehicles at locations across the country and has tracked cleaning performance to demonstrate and refine the effectiveness and permanence of the process. Detailed results from select projects as well as project references are provided in **Appendix B** of this proposal.

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2.0 Design Basis

ECT2 understands there are 4 firefighting vehicles that need the foam concentrate tank and piping cleaned to prepare for transition to SFFF, and a AFFF storage tank that needs to be emptied and cleaned. ECT2 does not have all the details of those tank and piping systems at this time, but has summarized available information and assumptions in the following table as basis for project price. If system details or generated waste volumes differ significantly because of limitations or conditions beyond ECT2's control outside of the assumptions herein, ECT2 withholds the right to request an equitable adjustment for cleaning and disposal prices.

Table 1. ARFF information and waste volumes

Vehicle Type	Foam Tank Volume (gal.)	Rinse WW per ARFF (gal.)	AFFF per ARFF (gal.)
Oshkosh Striker 1500	210	670	210
Oshkosh Striker 1500	210	670	210
Oshkosh Striker 1500, HRET	210	710	210
Oshkosh Striker 1500, HRET	210	710	210
AFFF Storage Tank	500	200	375
Totals		**2,960**	**1,215**

ECT2 received and noted the requirement in Bid Addendum #2 to remove and dispose of the tank and piping for the AFFF storage and distribution system, however; the piping layout, length, diameter, and material were not specified, and the work requirements and limitations for this scope of work were not defined. As a result, ECT2 cannot appropriately plan or price this task, and takes exception to this requirement. If additional details on the system are provided then ECT2 can plan, price, and execute the work if requested, either as a separate scope of work or as a change order to the proposed services if selected.

ECT2 has assumed that the foam concentrate tank on each ARFF vehicle and the storage tank will have a have a top access hatch sufficient to enable field service technicians to access with cleaning equipment. Also assumed is that the cleaning equipment will be able to set up next to the fire truck to be cleaned so there are not long runs of hose between components. The exact configuration of the tank and piping will impact the total rinse volumes generated in the cleaning process. If there is a larger volume to clean, both the amount of cleaning solution needed and rinsate generated, plus volume for disposal will increase.

ECT2 will use a proprietary cleaning solution plus rinse water to clean the tank and piping. This will provide a more effective cleaning than conventional triple rinse while using less water and producing less waste to manage. ECT2 offers its own clarification to the requirement in Bid Addendum #2 to remove PFAS to an 'applicable regulatory level'. ECT2 is not aware of any statutory or regulatory limit on residual PFAS in ARFF rinse water. ECT2 therefore assumes the intent of the requirement is for PFAS removal to the greatest extent feasible using best industry practices.

The table below summarizes the estimated waste volumes based on the assumptions herein. ECT2 will dispose of the waste in accordance with USEPA best practice guidance for PFAS wastes.

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Table 2. Estimated waste volume summary

Item	Qty.
Gallons of AFFF concentrate in addition to ARFF foam tanks	375
• 275-gallon totes of AFFF concentrate from tank	2
Gallons of concentrate in ARFF foam tanks	840
• 275-gallon totes of AFFF concentrate from vehicles	4
Gallons of rinse WW from ECT2 Method	2,960
• 275-gallon totes of rinse WW for disposal	11
Solid waste (used bag filters, nitrile gloves, paper towels, etc.)	-
• 55-gallon drum of solid waste	1

2.1 Cleaning Procedure

The cleaning procedure for each truck will consist of several steps as described below:

Table 3. Steps followed in cleaning procedure

Step	Scope	Description
1	ECT2	Lay out containment areas, equipment, totes, and hoses
2	City of Midland	Position ARFF vehicle on secondary containment berm
3	ECT2	Connect hoses, drain AFFF foam concentrate tank to waste container, rinse tank sides to foam concentrate waste container, reroute hoses, collect initial rinse sample for analysis
4	ECT2	Prepare cleaning solution (parallel path with steps 2 and 3)
5	ECT2	Use cleaning solution to wash the foam concentrate tank and piping exclusive of hoses and nozzles
6	ECT2	Rinse with potable water, collect final rinse sample for analysis, drain to waste tote
7	City of Midland	Relocate ARFF vehicle for SFFF filling
8	ECT2	Repeat steps 2-7 for ARFF next vehicle
9	ECT2	Drain and Rinse AFFF storage tank
10	ECT2	Prepare and arrange waste for transport and disposal
11	ECT2	Demobilize cleaning equipment

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2.2 Schedule

Truck cleaning is estimated to occur as early as Q4 2025, but deployment of rental assets and field personnel will be based on site readiness and availability within the rental fleet at that time. ECT2 estimate is based on cleaning all vehicles in the scope table below without any idle days for the crew between truck cleanings. If additional time is required for foam proportioning evaluation or other delays outside ECT2 scope, there may be additional cost to cover standby labor, additional trips to site, and/or extension of rental of the equipment.

ECT2 anticipates a total of 12 days of on-site work will be required to complete its scope of work, to be accomplished over the course of two weeks with one day off. The schedule includes one day of setup and tear down, and 10 workdays to complete truck cleaning. Any additional time required to complete would require an additional minimum two days off and the potential rotation of field staff. Final schedule details will be confirmed as part of order entry.

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3.0 Scope of Supply

Table 4. Scope of responsibilities

Scope Item	ECT2	City of Midland
Potable water supply, 110V 1PH 60HZ power supply		X
Rental of ARFF vehicle cleaning equipment	X	
Two rental secondary containment berms (one for ARFF vehicle, one for equipment)	X	
2 Field Service Technicians for 12 days to clean out 4 ARFF vehicles	X	
Mechanical install and uninstall of ECT2 supplied equipment	X	
Laboratory analysis of two rinse water samples from each ARFF to show initial rinse water and final rinse water PFAS concentrations	X	
Inspection and verification that vehicle is ready to load new foam and return to service		X
Supply and loading new SFFF foam		X
(6) 275-gal totes for collection of AFFF concentrate from vehicles	X	
(11) 275-gal totes for collection of rinse water from vehicles	X	
(1) 55-gal drum for collection of solid waste	X	
Forklift and operator for loading, unloading, and positioning of equipment during installation and demobilization		X
Moving ARFF vehicle		X
Any required permitting		X
Disposal of solid and liquid waste	X	

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4.0 Pricing

Table 5. Project pricing

Scope Item	Qty	UOM	Unit Price	Ext Price
Mobilization and Startup (Incl. Freight)	1	Lot	$23,800	$23,800
Vehicles and Tank Cleaning	4	Trucks	$22,000	$88,000
Cleaning Waste Transportation and Disposal	1	Lot	$61,500	$61,500
Demobilization (Incl. Freight)	1	Lot	$16,300	$16,300
Total Estimated Price				**$189,600**

4.1 Payment / Shipping Terms

The fixed firm prices for mobilization, apparatus cleaning, demobilization, and disposal are valid for 30 days. Invoices to be paid in net 30 days from completion of milestones noted below. Equipment freight is included in mobilization and demobilization, respectively. Equipment and labor for loading and unloading the equipment will be provided by the City of Midland.

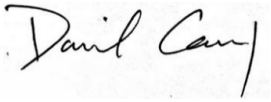
- 100% of mobilization invoiced upon receipt of purchase order
- 100% of apparatus cleaning invoiced upon completion of cleaning
- 100% of demobilization upon completion
- 100% of disposal upon transport of waste from project site

4.2 Exceptions and Qualifying Statements

ECT2 understands and respects the City of Midland's intent behind requiring bidders agree to the sample contract terms without modification, however there are select clauses in the contract that ECT2 believes fall outside of industry norms and cannot agree to. Specifically, under the Indemnity clause 5.1, ECT2 cannot agree to being held liable for the negligent acts of the City or its agents, nor can ECT2 agree to these liability clauses without a limitation of liability. ECT2 believes adjustment of these terms will not place any undue financial or risk burden on the City of Midland and respectfully requests the adjustment of this language per the markup offered in **Appendix A**. ECT2 submits this proposal under the condition that contract language in Section 5.1 can be negotiated or modified as requested.

We look forward to supporting the City of Midland on this project. Please contact us with any questions.

Respectfully submitted,



Dan Casey
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Appendix A. Contract Exceptions

Section No	Original Wording	Proposed Modification
5.1	COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.	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 REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY AND ARISING AS A RESULT OF THE WILLFUL MISCONDUCT AND/OR THE ~~ON ACCOUNT OF ANY~~ NEGLIGENT ACTS OR OMISSIONS OF COMPANY, ITS ~~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 NEGLIGENT PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH REASONABLE COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT. IN NO EVENT SHALL COMPANY BE LIABLE TO CITY OR ANY THIRD PARTY FOR (A) ANY INDIRECT, CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OR INABILITY TO USE PROPERTY OR EQUIPMENT, OR BUSINESS INTERRUPTION, AND/OR (B) ANY EXEMPLARY, SPECIAL AND/OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT. COMPANY'S AGGREGATE LIABILITY TO CITY FOR ANY INDEMNITY COMMITMENTS AND FOR ANY RECOVERABLE DAMAGES ARISING IN ANY WAY OUT OF COMPANY'S PERFORMANCE OF THIS AGREEMENT IS LIMITED TO THE AMOUNTS ACTUALLY RECOVERED BY CITY UNDER COMPANY'S CONTRACTUALLY REQUIRED INSURANCE COVERAGE(S) AND AMOUNTS, PLUS NO MORE THAN ONE-AND-A-HALF TIMES THE TOTAL FEES PAID TO COMPANY UNDER THE APPLICABLE PURCHASE ORDER, WORK ORDER OR STATEMENT OF WORK WITHIN THE PRECEDING TWELVE (12) MONTHS.

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Appendix B. Why Choose ECT2?

ECT2 has extensive experience working with municipal, military, and industrial customers to provide bench scale proof of concept, on-site pilot demonstration of technology, and full-scale treatment systems that have resulted in the treatment of over 10 billion gallons of water for PFAS compounds to date, ECT2 has experience with AFFF cleaning focused on ARFF vehicles. Some examples of that experience are listed below. ECT2 is actively supporting multiple contracts for this service now, so by the time your Augusta vehicles are being cleaned the number of ARFF vehicles cleaned by ECT2 will be over 30.

ECT2 Cleaning Chemistry and Method Development

The 2020 NDAA established firm timelines for the Department of Defense to phase out the procurement and use of PFAS-containing firefighting foams. In response, ECT2 began research efforts to develop effective, yet pragmatic, treatment chemistries and procedures for cleaning residual PFAS compounds out of equipment. ECT2's R&D facility worked with the EPA on developing cost effective and best-in-class cleaning techniques to remove recalcitrant AFFF film from the inside of pipe materials. After testing over 30 blends of cleaning chemistry and optimizing the procedure, ECT2 has developed a more efficient and cost-effective methodology than alternative approaches.

ECT2 evaluated the relative effectiveness of each solution with respect to PFAS mass removal and rebound (amount of PFAS mass that would contaminate the next liquid stored in that section of pipe). Figure 1 shows mass removal and % rebound for one of the soak tests. ECT2 also evaluated other cleaning processes to determine relative effectiveness, then combined those studies to provide a customer-focused approach that is more effective than conventional triple rinse while generating less liquid waste to manage.

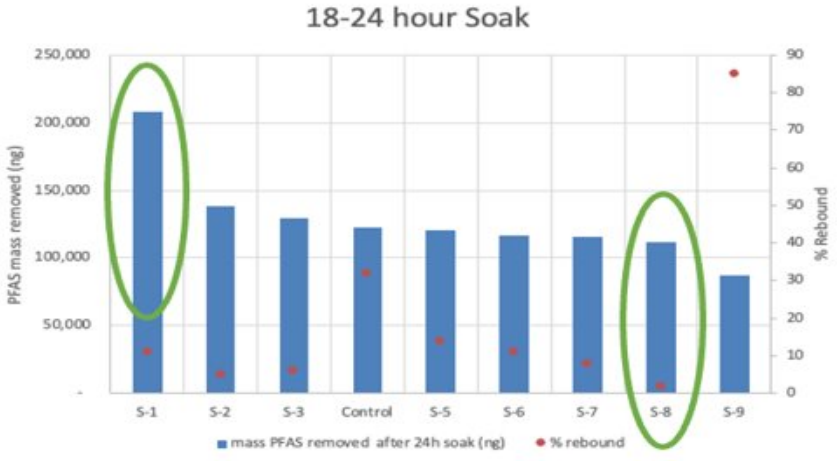

Figure 1 - Chemistries with higher mass removal (blue bars) and lower rebound (red dots) in pipe sections cut from the same AFFF-impacted piping sections were advanced for further cleaning method evaluation.

Our next steps included familiarization with the firefighting vehicles, building proprietary cleaning equipment, and setting up a full-scale demonstration. In South Carolina, ECT2 had an opportunity to clean two of the same type and size ARFF vehicle side by side. One was cleaned with a conventional triple rinse. The other with the new ECT2 methodology and proprietary chemistry. These vehicles did not need to be placed immediately back into service, which enabled rebound testing as well. The results were excellent, and lessons learned were incorporated to enable further improvements. This methodology continues to be optimized and has been implemented on ARFF vehicles in 2024 as shown below.

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ECT2 Full Scale Demonstration

ECT2 cleaned two OshKosh TI-3000 vehicles with 420-gallon foam concentrate tanks in January 2024. Generating 1/3 the waste when compared to triple rinse, ECT2's cleaning method with only a single rinse was statistically equivalent in initial reduction efficiency despite having more than 18x higher starting contamination levels. Additionally, the truck cleaned with the ECT2 cleaning solution included a much larger fraction of sulfonic PFAS compounds which are more difficult to remove from surfaces.

Oshkosh TI-3000 (Truck A – conventional triple rinse)

Oshkosh TI-3000 (Truck B – ECT2 cleaning method)

Figure 2 shows that the 12-day rebound testing on those two foam tanks resulted in 71% removal efficiency for the triple rinse vs. 99.5% removal efficiency for the ECT2 method.

33-day rebound testing further reduced the removal efficiency for the triple rinse to only 50% while the removal efficiency for the ECT2 solution was at 98.3%.

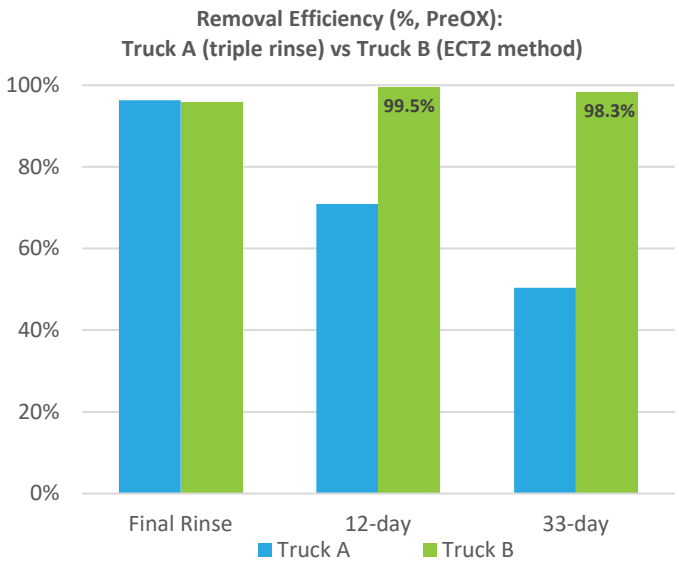


Figure 2 – Removal Efficiency and Rebound

ECT2 Customer Reference – Naples, FL

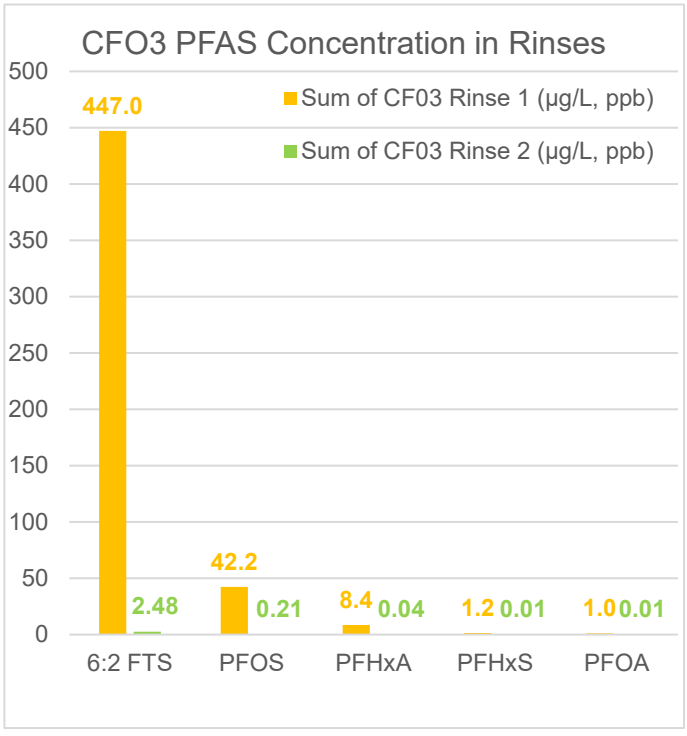
ECT2 cleaned two ARFF vehicles with 210-gallon foam concentrate tanks for the Naples Airport Authority in June 2024. Rinse volumes were increased relative to the South Carolina effort, but still much less than a conventional triple rinse.

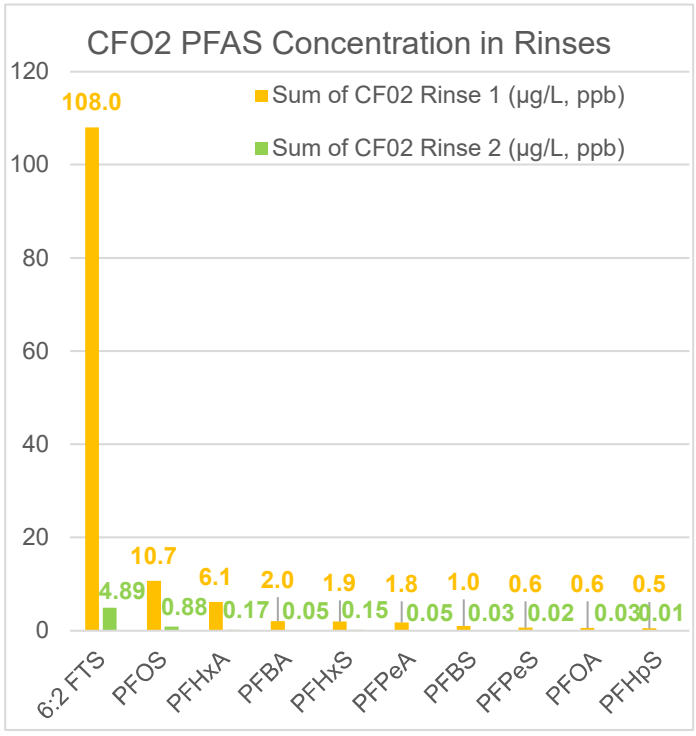
Naples FL CF03 E-One Titan 1500

>99% PFAS Removal Efficiency when comparing initial and final rinse concentrations.

Naples FL CF02 Oshkosh Striker 1500

95% PFAS Removal Efficiency when comparing initial and final rinse concentrations. This vehicle had lower initial levels of contamination than we often see.





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ECT2 Customer Reference – Joint Base Cape Cod, MA

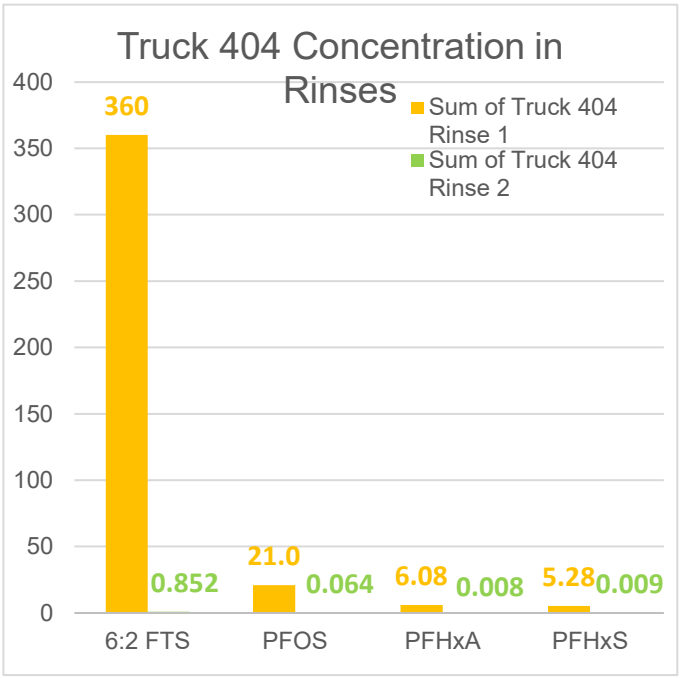
ECT2 cleaned two ARFF vehicles for Joint Base Cape Cod in October 2024. These ARFF vehicles were both Oshkosh Strikers but different size vehicles. The cleaning recipe and methods used at Naples FL were repeated here.

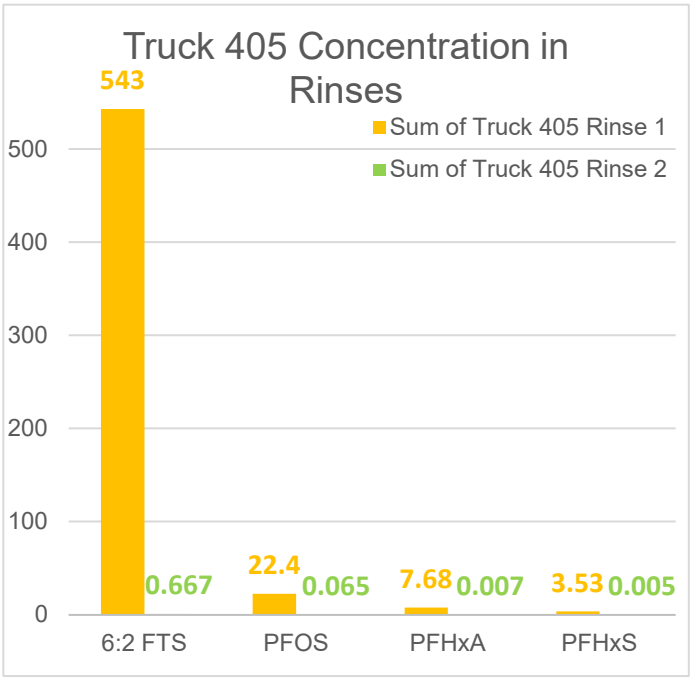
JBCC 404 Oshkosh Striker 1500 (210-gallon foam tank)

>99% PFAS Removal Efficiency when comparing initial and final rinse concentrations.

JBCC 405 Oshkosh Striker 3000 (420-gallon foam tank)

>99% PFAS Removal Efficiency when comparing initial and final rinse concentrations.





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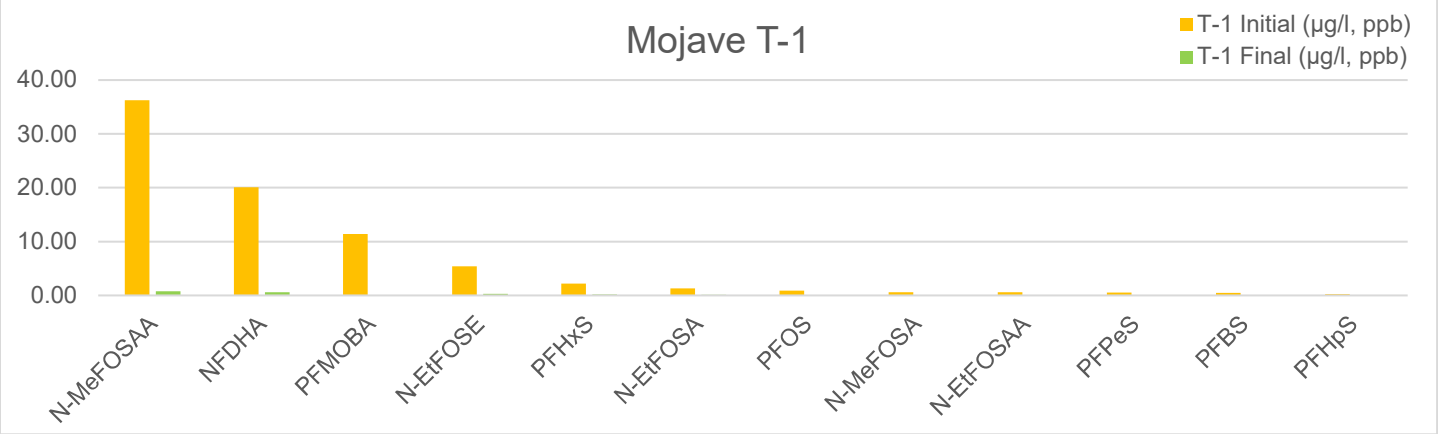
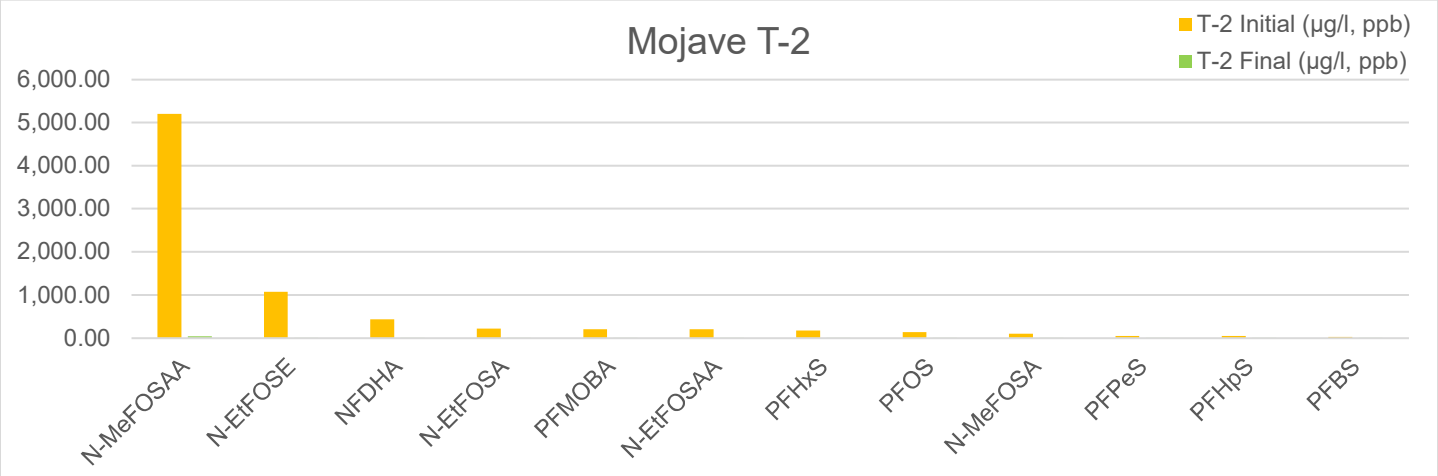
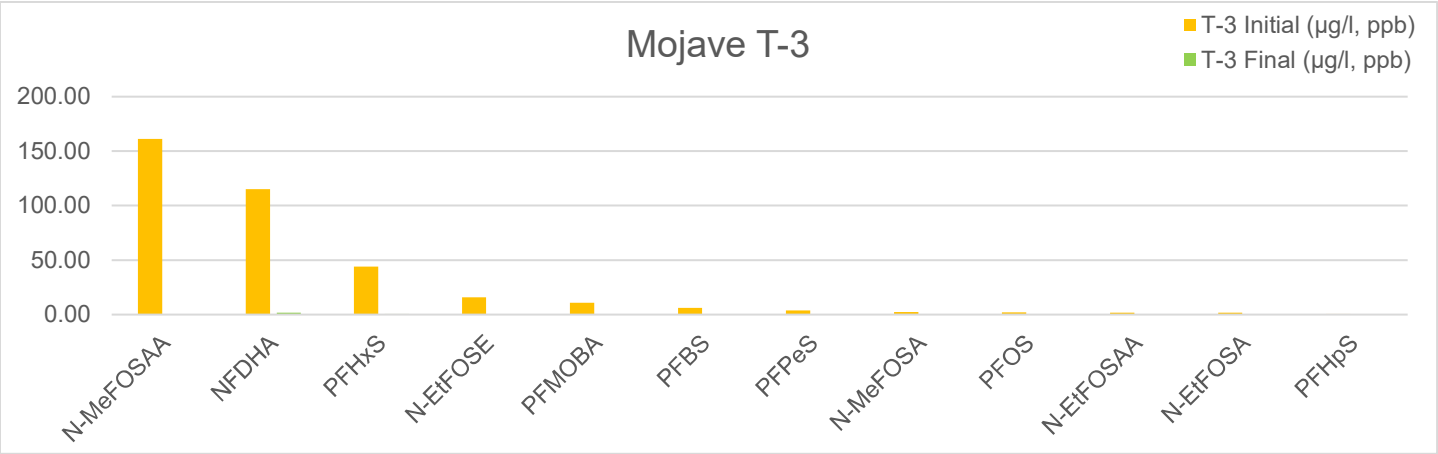
ECT2 Customer Reference – Mojave Air and Space Port, CA

In March of 2025, ECT2 cleaned three ARFF vehicles for the Mojave Airport to prepare the vehicles for the new class of fluorine-free foams. Two of the vehicles were Oshkosh T-3000 units with 420-gallon foam concentrate tanks. One was an Amertek DF4000L with a 200-gallon foam concentrate tank. Cleaning efficiencies of 97%, 99.3%, and 99.2% respectively.







Reference Contact Information

Name of Company	Contact Person	Email	Telephone Number
Naples Airport Authority	Barry Brown	BBrown@flynaples.com	239-776-5045
Mojave Air & Space Port at Rutan Field	Chris Spandorf	chris@mojaveairport.com	661-824-2433
Sarasota Manatee Airport Authority	Felipe Goncalves	Felipe.Goncalves@flysrq.com	941-390-6681
Palm Springs Fire Department	Jason Vaccarello	jason.vaccarello@palmspringsca.gov	760-861-2417

125 Industrial Way
Portland, ME 04103
Phone: 614.987.2610

Legal Disclaimer

Please note that any information contained in this proposal is proprietary and confidential. It is the property of Emerging Compounds Treatment Technologies, (ECT2). It is provided to City of Midland for the sole purposes of evaluating our qualifications to provide the services described in this proposal. The contents of this proposal should not be duplicated, used or disclosed in whole or in part for any other purposes. All analytical data generated is property of ECT2.

This Estimate and all information attached and contained herein are the property of ECT2. The design concepts, product information, technical data and specifications and information contained herein and attached hereto (the "Confidential Information") are proprietary to ECT2 and are submitted in confidence.

The Confidential Information is not transferable and must be used only for the purpose for which this estimate is expressly loaned. It must not be disclosed, reproduced, loaned or used in any other manner without the express written consent of ECT2. In no event shall it be used in any manner detrimental to the interest of ECT2.

All patent rights are reserved. Upon the demand of ECT2, this proposal and its attachments, along with all copies or extracts, and all related notes and analyses, must be returned to ECT2 or destroyed, as instructed by ECT2. Acceptance of the delivery of this document constitutes agreement to these Terms & Conditions. We appreciate your cooperation and look forward to supporting you.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

ECT2 currently has no known business relationship with a local government entity.

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

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

_____

Name of Officer

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

ECT2 currently has no known business relationship with a local government entity.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

ECT2 currently has no known business relationship with a local government entity.

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

7 David Carey

Signature of vendor doing business with the governmental entity

10/22/2025

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Vendor Name: ECT2

THE CITY OF MIDLAND

DETAIL SHEET

FOR

26000166

Maintenance Project for One (1) Year for Four (4) OskKosh 1500 Stricker Trucks AFFF Foam Tanks

ITEM	DESCRIPTION	QTY	COST EA.	TOTAL
1	Mobilization and Startup	1	$ 23,800	$ 23,800
2	OskKosh 1500 striker trucks with 200-gallon AFFF foam tanks one onsite AFFF storage tank. Removal of AFFF concentrate from four trucks and one storage tank clean all surfaces AFFF has contacted: tanks, piping, discharges, hoses, nozzles. Cleaning methodology to include enhancements such as heat, solvents, or reagents to improve PFAs removal from all surfaces. Collection, treatment, and disposal of all rinsate generated during truck cleaning. disposal of rinsate either off-site, or in compliance with city of midland utilities requirements. Spill prevention plan that provides for secondary containment of the work area, truck cleaning location, and waste storage. Documents and certifications of all services: including disposal of AFFF concentrate, rinsate, waste, and contaminated equipment. PFOs/PFAs analytical testing verifying removal of PFAs to acceptable level.	4	$ 22,000	$ 88,000
3	Transport and disposal of AFFF concentrate, contaminated rinsate, and materials to an approved facility that eliminates or prevents future health and environmental hazards.	1	$ 61,500	$ 61,500
4	Demobilization	1	$ 16,300	$ 16,300
	TOTAL BID:			$ 189,600

All items to be in accordance with the attached specifications.

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

The City Of Midland
Office of the Purchasing Agent OR FAX: (432) 685-7234
P.O. Box 1152 E-mail: purchasing@midlandtexas.gov
Midland, TX 79702

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

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

BID WAIVERS:

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

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

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

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

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

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

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

ECT2	10/22/2025
Company Name	Date
Authorized Signature	207-807-3084 Phone
Daniel Casey	N/A
Print Above Name	Fax

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: N/A - no local business presence, not eligible for local business preference

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: Daniel Casey Date: 10/22/2025

Printed Name and Title: Daniel Casey, Director of Field Service and Product Deployment

SOLICITATION NO. 26000166

NON-COLLUSION STATEMENT

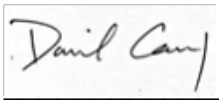
The undersigned hereby certifies that:

(1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.



Authorized Signature

Director of Field Service and Product Deployment
Title

Daniel Casey
Name (Print)

ECT2
Company

10/22/2025
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

ADDENDUM

BID # 26000166

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: October 14, 2025

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

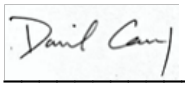
Q1. What is the total volume/capacity and material of the fixed AFFF storage tank?
A1. It is a 500-gallon polyethylene tank, SKU TC4676IC,

Q2: How much AFFF is in the tank now?
A2: filled with approximately 375 gallons of AFFF.

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

All other terms and conditions shall remain the same.

ECT2
Company Name



10/22/2025
Bidder Authorized Signature — Date

Daniel Casey — 207-807-3084
Please Print Above Name — Phone

CITY OF MIDLAND

ADDENDUM

BID # 26000166

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: October 17, 2025

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

Q1: Requirements specify removing PFAS to an "Acceptable Level". Please specify what the City of Midland considers an acceptable level.
A1: There is no intention to remediate the storage tank for future use. It will need to be drained of the AFFF currently in the tank, removed from site, and properly disposed. The piping will also need to be removed and disposed.

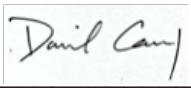
Q2: Please confirm whether any piping associated with the AFFF storage tank will require cleaning or just the tank itself. If pipe cleaning is required, please specify material, length, diameter and configuration.
A2: PFAS removal to an acceptable level should be accomplished by performing laboratory test e.g. EPA Method 1633. The results of the analytical test must meet or exceed maximum applicable regulatory levels, e.g. EPA, FAA, TCEQ, City of Midland Utilities, Clean Water Act, National Primary Drinking Water Regulation, Stormwater pollution prevention.

Q3: Please confirm whether all prices on the bid detail sheet should be firm fixed price or whether estimates to be invoiced at set rate/terms are acceptable for all or select bid items.
A3: The detail sheet should be a firm fixed price.

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

All other terms and conditions shall remain the same.

ECT2
Company Name



Bidder Authorized Signature

10/22/2025
Date

Daniel Casey
Please Print Above Name

207-807-3084
Phone

26000166 Maintenance Project for One (1) year for Four (4) OskKosh 1500 Striker Trucks AFF Foam Tanks Bid Table
Bid Opening: October 22, 2025

			ECT2		Taplin Group, LLC	
		Total Cost	**$189,600.00**		**$298,233.72**	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Mobilization and Startup	1	$23,800.00	$23,800.00	$22,321.50	$22,321.50
#0-2	OskKosh 1500 striker trucks with 200-gallon AFFF foam tanks one onsite AFFF storage tank. Removal of AFFF concentrate from four trucks and one storage tank clean all surfaces AFFF has contacted: tanks, piping, discharges, hoses, nozzles. Cleaning methodology to include enhancements such as heat, solvents, or reagents to improve PFAs removal from all surfaces. Collection, treatment, and disposal of all rinsate generated during truck cleaning. disposal of rinsate either off-site, or in compliance with city of midland utilities requirements. Spill prevention plan that provides for secondary containment of the work area, truck cleaning location, and waste storage. Documents and certifications of all services: including disposal of AFFF concentrate, rinsate, waste, and contaminated equipment. PFOs/PFAs analytical testing verifying removal of PFAs to acceptable level.	4	$22,000.00	$88,000.00	$52,414.00	$209,656.00
#0-3	Transport and disposal of AFFF concentrate, contaminated rinsate, and materials to an approved facility that eliminates or prevents future health and environmental hazards.	1	$61,500.00	$61,500.00	$43,934.72	$43,934.72
#0-4	Demobilization	1	$16,300.00	$16,300.00	$22,321.50	$22,321.50

Bid Summary

168 **Bids were Issued**
2 **Bids are listed above**
1 **NO bids were received**
165 **Bidders did not respond**

City Council Meeting

Item Number: 7.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF ONE THOUSAND EIGHTY (1,080) MIDLAND FIRE DEPARTMENT UNIFORMS FROM GT DISTRIBUTORS, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $185,229.40; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

Purpose:
Resolution approving the purchase of one thousand eighty (1,080) Midland Fire Department uniforms from GT Distributors, Inc. through Buyboard contract 698-23 for a total cost of $185,229.40 for the Fire Department.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff recommends purchasing one thousand eighty (1,080) Midland Fire Department uniforms from GT Distributors, Inc. through Buyboard contract 698-23. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. This purchase is a budgeted yearly purchase of personal protective equipment in accordance with NFPA 1851. Please see the attached memo from Michael Tully, Fire Chief, for additional information.

Therefore, please consider a resolution approving the purchase of one thousand eighty (1,080) Midland Fire Department uniforms from GT Distributors, Inc. through Buyboard contract 698-23 for a total cost of $185,229.40.

Attachments:
A. FY2026 MFD - Uniforms Supporting Memo
B. RESOLUTION - Buyboard - Fire Department Uniforms Reso

C. EXHIBIT A - Midland FD - BuyBoard 5.11 Department Bulk Uniform Quote Exh to Reso
D. Midland FD - BuyBoard 5.11 Department Bulk Uniform Quote 10-8-25

Erika Munoz, General Services	Created/Initiated - 11/5/2025
Regina Stephenson, General Services	Approved - 11/5/2025
Christy Weakland, Finance	Approved - 11/5/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

Interoffice Memorandum

Date: **10-20-2025**

To: **Erika Munoz**

From: **Bryce Pruitt |Assistant Fire Chief**

Subject: **FY2026 5.11 Uniform Purchase**

Midland Fire Department personnel conducted a thorough wear testing of the 5.11 Tactical uniforms and found them to be superior in terms of durability, comfort, and functionality compared to our current uniforms.

Importantly, the cost analysis reveals that these uniforms will save the department over 50% compared to the expense of our existing gear. By investing in 5.11 uniforms, we can enhance the professionalism of our department while significantly reducing overall costs.

This is a budgeted purchase for FY26.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF ONE THOUSAND EIGHTY (1,080) MIDLAND FIRE DEPARTMENT UNIFORMS FROM GT DISTRIBUTORS, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $185,229.40; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

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

WHEREAS, GT Distributors, Inc., submitted a total proposed cost to the City of $185,229.40 for the purchase of one thousand eighty (1,080) Midland Fire Department uniforms through Buyboard, as shown on the quote attached hereto as Exhibit "A", which is incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by GT Distributors, Inc., through Buyboard for said uniforms to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said uniforms through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase one thousand eighty (1,080) Midland Fire Department uniforms from GT Distributors, Inc., through Buyboard for a total cost of $185,229.40.

SECTION TWO. That $185,229.40 is available in the General Fund Operating Budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay GT Distributors, Inc., from funds available in the General Fund Operating Budget upon proper receipt of 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., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Quote	QTEU034155
Date	10/4/2025
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Midland Fire Department (TX)
Attn: Kevin Douthit
1500 W Wall St
Midland TX 79701

Ship To:

Midland Fire Department (TX)
1500 W. Wall Street
Midland TX 79701

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
5.11 BULK QT 04OCT2	008866	JW	FEDEX-GROUNDN	NET 15	0/0/0000	3,119,728

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1,080	511-72074-750-L	5.11 Stryke PDU Class B LS Mdnt Navy L GT: Sew dept. patch right sleeve; Med patch left sleeve; velcro both right and left chest; veclro on back of name and rank tapes	EA	$82.50	$89,100.00
810	GT-NT1X5STRYKE5.11	 To Read: FIRST INITIAL. LAST NAME 1/2" block letters; white or gold thread based on rank; ALL CAPS	Each	$5.00	$4,050.00
810	GT-NT1X5STRYKE5.11	 To Read: "RANK" 1/2" block letters; white or gold thread based on rank; ALL CAPS	Each	$5.00	$4,050.00
810	GT-ALTPATCHVELCRC	Add Velcro to Patch/Nametag GT: sew velcro on right and left chest of shirt and on back of both name and rank tapes.	EA	$3.00	$2,430.00
1,080	511-74543-750-36	5.11 Stryke PDU+ Class A Pant Mdnt Nvy 36 GT: Hem pants to specified length.	EA	$78.38	$84,650.40
1	NOTES:	Notes: BuyBoard Pricing / Contract #698-23	EA	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesman is Jeff Whitley. Thank you.

Subtotal	$184,280.40
Misc	$0.00
Tax	$0.00
Freight	$949.00
Total	$185,229.40

Exhibit "A"

Quote	QTEU034155
Date	10/4/2025
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Midland Fire Department (TX)
Attn: Kevin Douthit
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810	GT-NT1X5STRYKE5.11	 To Read: "RANK" 1/2" block letters; white or gold thread based on rank; ALL CAPS	Each	$5.00	$4,050.00
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1,080	511-74543-750-36	5.11 Stryke PDU+ Class A Pant Mdnt Nvy 36 GT: Hem pants to specified length.	EA	$78.38	$84,650.40
1	NOTES:	Notes: BuyBoard Pricing / Contract #698-23	EA	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesman is Jeff Whitley. Thank you.

Subtotal	$184,280.40
Misc	$0.00
Tax	$0.00
Freight	$949.00
Total	$185,229.40

City Council Meeting

Item Number: 8.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A UTILITY TRACTOR FROM KUBOTA TRACTOR CORPORATION DBA KAIGE KUBOTA, LLC THROUGH BUYBOARD FOR A TOTAL COST OF $108,474.01; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

Purpose:
Resolution approving the purchase of one (1) Tractor from Kubota Tractor Corporation dba Kaige Kubota, LLC through Buyboard contract #706-23 for a total cost of $108,474.01 for the Garage Division.

Recommended Action:
Approve

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

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
The Garage Division is requesting the purchase of one (1) Tractor from Kubota Tractor Corporation dba Kaige Kubota, LLC through Buyboard contract #706-23. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2026 is $120,000.00. Please see attached memos from Manuel Salinas, Garage Superintendent, for additional information.
Therefore, please consider approval of a resolution authorizing the purchase of one (1) Tractor from Kubota Tractor Corporation dba Kaige Kubota, LLC through Buyboard contract #706-23 for a total cost of $108,474.01.

Attachments:
A. 2026 memo for Kubota tractor for the landfill
B. RESOLUTION W EXH - Buyboard Tractor Reso w Exh
C. Updated Quote Kubota Tractor
D. Tractor.Photo

Erika Munoz, General Services	Created/Initiated - 11/6/2025
Regina Stephenson, General Services	Approved - 11/6/2025
Christy Weakland, Finance	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buyboard# 706-23 for a 4WD Midsize Utility Tractor

DATE: 10/14/2025

Fleet services is requesting the purchase of one (1) 4WD midsize utility tractor for the landfill. This tractor will be a replacement for a 1996 Ford tractor that has gone past its useful service life and parts for repairing the tractor are no longer available. The budgeted amount for FY 2026 is $120,000.00 for one (1) 4WD midsize utility tractor. The purchasing about that has been offered through Buyboard# 706-23 by Kubota Tractor Corporation in the amount of $108,474.01 for one (1) 4wd midsize utility tractor.

Fleet services accepts this purchasing amount offered by Kubota Tractor Corporation.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A UTILITY TRACTOR FROM KUBOTA TRACTOR CORPORATION DBA KAIGE KUBOTA, LLC THROUGH BUYBOARD FOR A TOTAL COST OF $108,474.01; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

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

WHEREAS, Kubota Tractor Corporation DBA Kaige Kubota, LLC submitted a total cost to the City of $108,474.01 for the purchase of a utility tractor through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of said tractor to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said tractor from Kubota Tractor Corporation DBA Kaige Kubota, LLC through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said tractor from Kubota Tractor Corporation DBA Kaige Kubota, LLC through Buyboard for a total cost of $108,474.01.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Kubota Tractor Corporation DBA Kaige Kubota, LLC $108,474.01 for said tractor from funds available in the FY 2026 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., 2025, 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

BuyBoard Cooperative Purchasing

Contract Numbers:
GM - #706-23
CE - #685-22

M6S-111SHDC2 WEB QUOTE #2916752
Date: 10/10/2025 9:28:07 AM
-- Customer Information --
NAVERETTE, MARTIN
CITY OF MIDLAND
mnavarrete@midlandtexas.gov
(432) 685-3431

Exhibit "A"

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

-- Standard Features --

Kubota

M Series

M6S-111SHDC2
4WD MIDSIZE UTILITY TRACTOR, ELECTRO-HYDRAULIC SHUTTLE TRANSMISSION & CAB
* * * EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS * * *

DIESEL ENGINE
Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
12V 900 CCA Battery
Charging Output 80 amps Cab

MODEL SPECIFICATIONS
SAE Gross HP: 114
Engine Net HP: 105
Max . PTO HP: 95

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)
SCR System
DEF Tank Capacity: 4.2 Gal

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Pump
Max. Flow @ Rated Engine Speed:
Cab: 2600 RPM
Power Steering: 12.9 gpm
Impl. Flow: 17.6 gpm
Total Flow: 30.5 gpm

REMOTE VALVES
(1) SCD (Self Canceling Detent)
(1) FD (Float Detent)

3 POINT HITCH & DRAWBAR
Cat II 3-point Hitch
@ Lift Points: 4960 lbs
(ASAE)@ 24" Behind: 3858 lbs
Telescoping Lower Links
Stabilizers
Swinging Drawbar

POWER TAKE OFF
Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2405 Eng. rpm
1000 RPM @ 2389 Eng. RPM
Optional 540/1000 standard on
2 speed PTO Model

LIGHTING
2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Cab Mounted Worklights
2 Rear Cab Mounted Worklights

TRANSMISSION
16F/16R or 32F/32R Swing Shift Plus
Shuttle Shift: Electric Hydraulic
Main Shift: 8-Speed syncronized w/swing shift
Range Shift: 2-Speed Constant Mesh
Dual Speed: 2-Speed power shift
Clutch - Multi-Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE
Hydrostatic Power Steering
2WD: Steel Adjustable
4WD: Cast Iron, Bevel Gear 55 Deg
Mechanical Differential Lock
Adj. (Rim) Tread Spacing

FLUID CAPACITY
Fuel Tank Capacity: 46.2 gal
Cooling System: 2.5 gal
Crankcase: 2.8 gal
Hydraulics/Trans: 15.8 gal
Front Axle case: 1.9 gal
Bevel Gear case: 0.9 gal

INSTRUMENTS
LCD Display:
shuttle position, DEF guage,
Clock, Travel Speed, PTO RPM,
Hour Meter, Trip Meter,
Fuel Consumption, PM Level, RPM
Memory
Oil Pressure
Fuel Gauge
Coolant Temperature
Swing Shift H/L Digital Light Indicator
4WD Indicator
Water Separator Ligh

CAB
Tilt Steering Wheel
Retractable Seat belt
12V - Outlet
Cup Holder
Coth Suspension Seat
Side view mirrors
Front wiper and washer

SAFETY EQUIPMENT
Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

SELECTED TIRES
sub123
FRONT - 13.6-24 R1 DYNA TORQUE II TL WAF
REAR - 18.4-34 R1 F-STONE(SAT)II CRC CAST

-- Custom Options --

M6S-111SHDC2 Base Price:	$93,030.12
Selected Kubota Attachments	
(1) SELF LEVELING VALVE KIT/M6S M6953-SELF LEVELING VALVE KIT/M6S	$2,743.00
(1) FRONT END LOADER (2 LEVER TYPE QUICK COUPLER) INCLUDES MOUNTING KIT AND STAND LA1944A-FRONT END LOADER (2 LEVER TYPE QUICK COUPLER) INCLUDES MOUNTING KIT AND STAND	$7,854.00
(1) SELF LEVELING VALVE KIT PNF M8144-SELF LEVELING VALVE KIT PNF	$2,743.00
(1) 96" QUICK ATTCH BKT M1886-96" QUICK ATTCH BKT	$1,267.00
(1) REAR WIPER KIT M7661-REAR WIPER KIT	$306.00
(1) 3RD FUNCTION VALVE KIT PNF M8146-3RD FUNCTION VALVE KIT PNF	$1,636.00
(1) FRONT GRILL GUARD KIT PNF M8147-FRONT GRILL GUARD KIT PNF	$315.00
(1) 3RD LEVER KIT FOR CAB M95/M105 M7659A-3RD LEVER KIT FOR CAB M95/M105	$185.00
(1) FD VALVE KIT FOR M96S / M108S M9669A-FD VALVE KIT FOR M96S / M108S	$896.00
Total Kubota Attachments:	$17,945.00
Total Attachments:	$17,945.00
Configured Price:	$110,975.12
BUY BOARD Discounts:	
Kubota Items:	($24,414.53)
Total Discount:	($24,414.53)
SUBTOTAL:	$86,560.59
2Yr M6S-111SHDC2 Extended Warranty	$4,600.00
Factory Assembly:	$325.00
Kubota Item Fees:	
Dealer Assembly:	$1,070.67
Freight Cost:	$1,206.25
PDI:	$400.00
LP 7225 SA200541507074	$6,282.75
LP 7242 AB840116314161	$8,028.75
Total Unit Price:	$108,474.01
Quantity Ordered:	1
Final Sales Price:	$108,474.01

Purchase Order Must Reflect the Final Sales Price

To order equipment – purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

DRAFT

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

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198.143.57.44

DRAFT

Contract Numbers:
GM - #706-23
CE - #685-22

M6S-111SHDC2 WEB QUOTE #2916752
Date: 10/10/2025 9:28:07 AM
-- Customer Information --
NAVERETTE, MARTIN
CITY OF MIDLAND
mnavarrete@midlandtexas.gov
(432) 685-3431

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

-- Standard Features --

Kubota

M Series

M6S-111SHDC2
4WD MIDSIZE UTILITY TRACTOR, ELECTRO-HYDRAULIC SHUTTLE TRANSMISSION & CAB
* * * EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS * * *

DIESEL ENGINE
Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
12V 900 CCA Battery
Charging Output 80 amps Cab

MODEL SPECIFICATIONS
SAE Gross HP: 114
Engine Net HP: 105
Max . PTO HP: 95

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)
SCR System
DEF Tank Capacity: 4.2 Gal

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Pump
Max. Flow @ Rated Engine Speed:
Cab: 2600 RPM
Power Steering: 12.9 gpm
Impl. Flow: 17.6 gpm
Total Flow: 30.5 gpm

REMOTE VALVES
(1) SCD (Self Canceling Detent)
(1) FD (Float Detent)

3 POINT HITCH & DRAWBAR
Cat II 3-point Hitch
@ Lift Points: 4960 lbs
(ASAE)@ 24” Behind: 3858 lbs
Telescoping Lower Links
Stabilizers
Swinging Drawbar

POWER TAKE OFF
Live-Independent Hyd. PTO
SAE 1 3/8” Six Spline
540 rpm @ 2405 Eng. rpm
1000 RPM @ 2389 Eng. RPM
Optional 540/1000 standard on
2 speed PTO Model

LIGHTING
2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Cab Mounted Worklights
2 Rear Cab Mounted Worklights

TRANSMISSION
16F/16R or 32F/32R Swing Shift Plus
Shuttle Shift: Electric Hydraulic
Main Shift: 8-Speed syncronized w/swing shift
Range Shift: 2-Speed Constant Mesh
Dual Speed: 2-Speed power shift
Clutch - Multi-Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE
Hydrostatic Power Steering
2WD: Steel Adjustable
4WD: Cast Iron, Bevel Gear 55 Deg
Mechanical Differential Lock
Adj. (Rim) Tread Spacing

FLUID CAPACITY
Fuel Tank Capacity: 46.2 gal
Cooling System: 2.5 gal
Crankcase: 2.8 gal
Hydraulics/Trans: 15.8 gal
Front Axle case: 1.9 gal
Bevel Gear case: 0.9 gal

INSTRUMENTS
LCD Display:
shuttle position, DEF guage,
Clock, Travel Speed, PTO RPM,
Hour Meter, Trip Meter,
Fuel Consumption, PM Level, RPM
Memory
Oil Pressure
Fuel Gauge
Coolant Temperature
Swing Shift H/L Digital Light Indicator
4WD Indicator
Water Separator Ligh

CAB
Tilt Steering Wheel
Retractable Seat belt
12V - Outlet
Cup Holder
Coth Suspension Seat
Side view mirrors
Front wiper and washer

SAFETY EQUIPMENT
Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

SELECTED TIRES
sub123
FRONT - 13.6-24 R1 DYNA TORQUE II TL WAF
REAR - 18.4-34 R1 F-STONE(SAT)II CRC CAST

-- Custom Options --

M6S-111SHDC2 Base Price:	$93,030.12
Selected Kubota Attachments	
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(1) FRONT END LOADER (2 LEVER TYPE QUICK COUPLER) INCLUDES MOUNTING KIT AND STAND LA1944A-FRONT END LOADER (2 LEVER TYPE QUICK COUPLER) INCLUDES MOUNTING KIT AND STAND	$7,854.00
(1) SELF LEVELING VALVE KIT PNF M8144-SELF LEVELING VALVE KIT PNF	$2,743.00
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(1) 3RD FUNCTION VALVE KIT PNF M8146-3RD FUNCTION VALVE KIT PNF	$1,636.00
(1) FRONT GRILL GUARD KIT PNF M8147-FRONT GRILL GUARD KIT PNF	$315.00
(1) 3RD LEVER KIT FOR CAB M95/M105 M7659A-3RD LEVER KIT FOR CAB M95/M105	$185.00
(1) FD VALVE KIT FOR M96S / M108S M9669A-FD VALVE KIT FOR M96S / M108S	$896.00
Total Kubota Attachments:	$17,945.00
Total Attachments:	$17,945.00
Configured Price:	$110,975.12
BUY BOARD Discounts:	
Kubota Items:	($24,414.53)
Total Discount:	($24,414.53)
SUBTOTAL:	$86,560.59
2Yr M6S-111SHDC2 Extended Warranty	$4,600.00
Factory Assembly:	$325.00
Kubota Item Fees:	
Dealer Assembly:	$1,070.67
Freight Cost:	$1,206.25
PDI:	$400.00
LP 7225 SA200541507074	$6,282.75
LP 7242 AB840116314161	$8,028.75
Total Unit Price:	$108,474.01
Quantity Ordered:	1
Final Sales Price:	$108,474.01

Purchase Order Must Reflect the Final Sales Price

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Kubota Tractor Corporation
Attn: National Accounts
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Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

DRAFT

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

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198.143.57.44

DRAFT

Current

New:

City Council Meeting

Item Number: 9.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 950 WHEEL LOADER FROM WARREN POWER & MACHINERY INC. DBA WARREN CAT THROUGH SOURCEWELL FOR A TOTAL COST OF $431,007.24 FOR THE GARAGE DIVISION; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

Purpose:
Resolution approving the purchase of one (1) Wheel Loader from Warren Power & Machinery Inc. dba Warren Cat through Sourcewell contract #020223-CAT for a total cost of $431,007.24 for the Garage Division.

Recommended Action:
Approve

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

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Staff recommends purchasing this Wheel Loader from Warren Power & Machinery Inc. dba Warren Cat through Sourcewell contract #020223-CAT. We are members of the Sourcewell cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. The budget for this equipment for fiscal year 2026 is $440,000.00. Please refer to the memos from Manual Salinas, Garage Superintendent, for further discussion concerning this purchase.

Therefore, please consider a resolution approving the purchase of one (1) Wheel Loader from Warren Power & Machinery Inc. dba Warren Cat through Sourcewell contract #020223-CAT for a total cost of $431,007.24.

Attachments:
A. 2026 memo for a wheel loader for the landfill
B. RESOLTION W EXH - Wheel Loader Reso w Exh

C. Updated Quote CAT 950 Loader
D. WheelLoader.Photo

Erika Munoz, General Services	Created/Initiated - 11/6/2025
Regina Stephenson, General Services	Approved - 11/6/2025
Christy Weakland, Finance	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Sourcewell #020223-CAT for a Wheel Loader

DATE: 10/14/2025

Fleet services is requesting for the purchase of one (1) Wheel loader for the landfill. This loader will be a replacement for a 2007-wheel loader that has gone beyond its useful serviceable life and is becoming very costly to maintain due to its age and normal wear and tear. The budgeted amount for FY 2026 for one (1) wheel loader is $440,000.00. The purchasing amount being offered through Sourcewell contract #020223-CAT by Warren CAT in the amount of $431,007.24 for the purchase of one (1) wheel loader.

Fleet services accepts this purchasing amount being offered by Warren CAT.

Sincerely,

Manuel Eloy Salinas

City of Midland Fleet Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 950 WHEEL LOADER FROM WARREN POWER & MACHINERY INC. DBA WARREN CAT THROUGH SOURCEWELL FOR A TOTAL COST OF $431,007.24 FOR THE GARAGE DIVISION; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

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

WHEREAS, Warren Power & Machinery Inc. DBA Warren Cat has submitted a total proposed cost to the City of $431,007.24 for the purchase of a Caterpillar 950 wheel loader through Sourcewell, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

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

WHEREAS, the City Council finds it to be in the public interest to purchase a Caterpillar 950 wheel loader from Warren Power & Machinery Inc. DBA Warren Cat through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Caterpillar 950 wheel loader from Warren Power & Machinery Inc. DBA Warren Cat through Sourcewell for a total cost of $431,007.24.

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

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

the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

SOURCEWELL QUOTE
-Warren CAT contract # 020223-CAT

Quote 323809-02

Oct 10, 2025

CITY OF MIDLAND
BUY BOARD # 9984010
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

Attention: MARTIN NAVARRETE

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

One (1) New Caterpillar Model: 950 Wheel Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C157362 **SERIAL NUMBER:** **YEAR:** **SMU:**

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

Sincerely,

Jonathan King
Machine Sales Representative

MACHINE SPECIFICATIONS

950 WHEEL LOADER	590-6108
LANE 3 ORDER	0P-9003
REGIONAL PKG 14B, AM-N, JSTK	633-8191
STANDARD PACKAGE	632-4593
LINKAGE, STANDARD LIFT	590-6206
AXLES, AUTO/OPEN, SGR,AOC,JSTK	633-8186
AXLE OIL COOLER, ED	590-6315
HYDRAULICS, 3V RC STD/LOG	590-6152
QUICK COUPLER READY, STD	631-1548
HYDRAULIC OIL, STANDARD	366-9912
STARTING, COLD (120V)	590-6273
LIGHTS, LED	590-6196
CAB, DELUXE, STRG JOYSTICK	633-5469
FILTRATION, STANDARD	633-1821
WINDOWS, STANDARD	627-5969
LEVERS 3V, STEERING JOYSTICK	536-1590
STEERING SYST, STD, JSTK	590-6264
PRODUCT LINK, CELLULAR PLE643	641-7597
TECHNOLOGY, PAYLOAD, ASSIST	633-1811
COOLING CORES, 9FPI	566-3139
FAN, STANDARD	590-6142
ANTIFREEZE, -34C (-29F)	626-1926
TIRES, 23.5R25 MX XHA2 * L3	622-7037
AIR INLET PRECLEANER, TURBINE	365-0120
FENDERS, FRONT W/REAR EXTN	550-3409
SOUND SUPPRESSION, STANDARD	590-6240
QUICK COUPLER, FUSION	617-6372
3V IMPLEMENT LINES (QC)	378-8421
LUBRICATION, MANUAL, AUTO RDY	626-0366
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LIGHT, WARNING BEACON	491-7467
GUARD, POWERTRAIN	569-8170
TOOL BOX	558-0974
ROLL ON-ROLL OFF	0P-6619
COUNTERWEIGHT, STANDARD	632-7599
CAMERA, REAR VISION	572-1871
STORAGE PROTECTION	0G-4129
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
950 CPM	646-7625
BKTA MP ST 116" 3.75 YD3 FUS	**624-9230**
FRK HYD ADJ 96" PALLET 96" TNS FOAM FILLED TIRES	**468-2852**

SELL PRICE	$431,007.24
EXT WARRANTY	Included
NET BALANCE DUE	**$431,007.24**
AFTER TAX BALANCE	**$431,007.24**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	950-60 MO/4000 HR PREMIER

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$431,007.24	$431,007.24

SOURCEWELL QUOTE
-Warren CAT contract # 020223-CAT

Quote 323809-02

Oct 10, 2025

CITY OF MIDLAND
BUY BOARD # 9984010
FLEET SERVICES DIVISION
MIDLAND
Texas
79702-1152

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Jonathan King
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LANE 3 ORDER	0P-9003
REGIONAL PKG 14B, AM-N, JSTK	633-8191
STANDARD PACKAGE	632-4593
LINKAGE, STANDARD LIFT	590-6206
AXLES, AUTO/OPEN, SGR,AOC,JSTK	633-8186
AXLE OIL COOLER, ED	590-6315
HYDRAULICS, 3V RC STD/LOG	590-6152
QUICK COUPLER READY, STD	631-1548
HYDRAULIC OIL, STANDARD	366-9912
STARTING, COLD (120V)	590-6273
LIGHTS, LED	590-6196
CAB, DELUXE, STRG JOYSTICK	633-5469
FILTRATION, STANDARD	633-1821
WINDOWS, STANDARD	627-5969
LEVERS 3V, STEERING JOYSTICK	536-1590
STEERING SYST, STD, JSTK	590-6264
PRODUCT LINK, CELLULAR PLE643	641-7597
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TIRES, 23.5R25 MX XHA2 * L3	622-7037
AIR INLET PRECLEANER, TURBINE	365-0120
FENDERS, FRONT W/REAR EXTN	550-3409
SOUND SUPPRESSION, STANDARD	590-6240
QUICK COUPLER, FUSION	617-6372
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SERIALIZED TECHNICAL MEDIA KIT	421-8926
LIGHT, WARNING BEACON	491-7467
GUARD, POWERTRAIN	569-8170
TOOL BOX	558-0974
ROLL ON-ROLL OFF	0P-6619
COUNTERWEIGHT, STANDARD	632-7599
CAMERA, REAR VISION	572-1871
STORAGE PROTECTION	0G-4129
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
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FRK HYD ADJ 96" PALLET 96" TNS FOAM FILLED TIRES	**468-2852**

SELL PRICE	$431,007.24
EXT WARRANTY	Included
NET BALANCE DUE	**$431,007.24**
AFTER TAX BALANCE	**$431,007.24**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	950-60 MO/4000 HR PREMIER

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER	QUOTE SELL PRICE
$431,007.24	$431,007.24

Current

New:

City Council Meeting

Item Number: 10.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A 13.5-MONTH MAINTENANCE AND LICENSE RENEWAL OF ENTERPRISE RESOURCE PLANNING AND ENTERPRISE PLANNING AND LICENSING SOFTWARE SYSTEMS FROM TYLER TECHNOLOGIES, INC., FOR A TOTAL COST OF $345,606.25; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

Purpose:
Resolution authorizing the sole source purchase of a 13.5 month maintenance and license of Enterprise Resource Planning (ERP), and Enterprise Planning and Licensing (EP&L) software from Tyler Technologies Inc. for a total cost of $345,606.25.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The Information Technology Systems Department would like to continue with the maintenance and license of Enterprise Resource Planning (ERP), and Enterprise Planning and Licensing (EP&L) software from Tyler Technologies Inc. According to Texas Local Government Code 252.022 (a) (7) (A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Mihir Patel, Deputy Chief Information Officer, for additional information.

Therefore, please consider a resolution authorizing the sole source purchase of a 13.5 month maintenance and license of Enterprise Resource Planning (ERP), and Enterprise Planning and Licensing (EP&L) software from Tyler Technologies Inc. for a total cost of $345,606.25.

Attachments:
A. Tyler Renewal Memo
B. RESOLUTION - Sole Source - Maintenance and License Renewal ERP and EPL Reso

C. EXHIBIT A - Invoice 045 540475 Exh to Reso
D. Midland, TX Sole Source Letter 102825
E. Invoice 045 540479
F. Invoice 045 540475

Erika Munoz, General Services	Created/Initiated - 11/5/2025
Regina Stephenson, General Services	Approved - 11/5/2025
Christy Weakland, Finance	Approved - 11/5/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

City Council Agenda Item

MEETING DATE: **11/18/2025**

TO: Erika Munoz, Purchasing Manager

FROM: Mihir Patel, Deputy Chief Information Officer

CC: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution authorizing the purchase of a 13.5 months maintenance and license of Enterprise Resource Planning (ERP), and Enterprise Planning and Licensing (EP&L) software from Tyler Technologies Inc for a total of $345,606.25 via Sole-Source.

Purpose:
Consider a resolution authorizing the purchase of a 13.5 months maintenance and license of Enterprise Resource Planning (ERP), and Enterprise Planning and Licensing (EP&L) software from Tyler Technologies Inc for a total of $345,606.25 via Sole-Source.

Discussion:
The ERP and EP&L systems key activities like managing finances, payroll, purchasing, permitting and licensing. These systems are essential tools that help the city run efficiently on a day-to-day basis.

Why It Matters – In Simple Terms:

- Think of the ERP system as the “Backbone of city operations” as without the system we would not be able to cut checks to pay vendors or keep track of all those invoices that we receive and have to pay.
- **Operational Efficiency:** Think of it like having a well-organized filing system that everyone can access remotely. These systems allow staff to quickly access critical data, whether it's finances, employee records, or procurement information, without needing to manually track things down or rely on paper records. This saves a lot of time and allows the city to run more efficiently.
- Think of EP&L as a digital "one-stop shop" for permits and licenses. The EP&L system allows city staff to process, track, and approve permits and licenses remotely, all in one place. EP&L plays a critical role in issuing permits and licenses; everything from business licenses to building permits ensuring faster service to residents and businesses

The total cost of the renewal of the license and maintenance is $345,606.25 and is budgeted in the Tech Fund.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SOLE-SOURCE PURCHASE OF A 13.5-MONTH MAINTENANCE AND LICENSE RENEWAL OF ENTERPRISE RESOURCE PLANNING AND ENTERPRISE PLANNING AND LICENSING SOFTWARE SYSTEMS FROM TYLER TECHNOLOGIES, INC., FOR A TOTAL COST OF $345,606.25; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

WHEREAS, the City utilizes enterprise resource planning and enterprise planning and licensing software systems for managing finances, payroll, purchasing, permitting, and licensing; and

WHEREAS, the sole-source provider of maintenance and license renewals for said software systems, Tyler Technologies, Inc., submitted a total quote of $345,606.25 for a 13.5-month renewal, as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, a maintenance and license renewal for said software systems is available only from Tyler Technologies, Inc.; and

WHEREAS, the City Council finds the price proposed for the 13.5-month maintenance and license renewal for said software systems to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of a 13.5-month maintenance and license renewal for said software systems from Tyler Technologies, Inc.;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a 13.5-month maintenance and license renewal, as indicated on Exhibit "A", from Tyler Technologies, Inc., for a total cost of $345,606.25.

SECTION TWO. That $345,606.25 is available in the Tech Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Tyler Technologies, Inc., from available funds in the Tech Fund upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, 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

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Exhibit "A"

Invoice

Invoice No	Date	Page
045-540475	10/09/2025	1 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF MIDLAND
INFORMATION SYSTEMS
601 N LORAINE ST
MIDLAND, TX 79701-4759

Ship To: CITY OF MIDLAND
INFORMATION SYSTEMS
601 N LORAINE ST
MIDLAND, TX 79701-4759

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43870 - 15483 - 15483	234709		USD	NET30	11/08/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Midland, TX, City of				
23/Sep/2014	TYLER CONTENT MANAGER SELF-SERVICE MAINTENANCE	1	281.32	281.32
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	4,126.07	4,126.07
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	1,237.82	1,237.82
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	866.47	866.47
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	866.47	866.47
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING	1	907.74	907.74
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	1,237.82	1,237.82
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	536.39	536.39
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	1,725.45	1,725.45
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	1,125.29	1,125.29
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	525.14	525.14
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ePROCUREMENT	1	866.47	866.47
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING	1	3,946.02	3,946.02
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	1,687.94	1,687.94
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	TCM AUTO INDEXING AND REDACTION MAINTENANCE	1	187.55	187.55
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	812.71	812.71
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PAYROLL W/ESS	1	881.48	881.48
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	431.36	431.36

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-540475	10/09/2025	2 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF MIDLAND
INFORMATION SYSTEMS
601 N LORAINE ST
MIDLAND, TX 79701-4759

Ship To: CITY OF MIDLAND
INFORMATION SYSTEMS
601 N LORAINE ST
MIDLAND, TX 79701-4759

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43870 - 15483 - 15483	234709		USD	NET30	11/08/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - Permits & Inspections	1	2,530.59	2,530.59
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - ESRI Integration	1	1,619.58	1,619.58
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - IG Workforce Mobile	1	1,260.69	1,260.69
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - Citizen Access Portal	1	1,012.24	1,012.24
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - Professional Licensing	1	1,012.24	1,012.24
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - Intelligent Object Automation	1	392.63	392.63
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
24/Jul/2014	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	4,109.59	4,109.59
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
10/Apr/2017	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	668.24	668.24
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
18/Jul/2017	EnerGov Support - Licensing & Regulatory Management Suite	5	94.28	471.40
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
18/Jul/2017	EnerGov Support - Permitting & Land Management Suite	45	94.28	4,242.60
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
10/Oct/2023	Request & Enforcement Management API Toolkit	1	489.04	489.04
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			

Comments: RE-Bill; Prorated thru 10.31.25 in order to align to renewal date: 11/1

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	40,058.35
Sales Tax	$0.00
Invoice Total	40,058.35

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-540479	10/09/2025	1 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF MIDLAND
INFORMATION SYSTEMS
601 N LORAINE ST
MIDLAND, TX 79701-4759

Ship To: CITY OF MIDLAND
INFORMATION SYSTEMS
601 N LORAINE ST
MIDLAND, TX 79701-4759

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43870 - 15483 - 15483	234711		USD	NET30	11/08/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Midland, TX, City of				
23/Sep/2014	TYLER CONTENT MANAGER SELF-SERVICE MAINTENANCE	1	2,156.33	2,156.33
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	31,626.32	31,626.32
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	9,487.89	9,487.89
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	6,641.52	6,641.52
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	6,641.52	6,641.52
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING	1	6,957.79	6,957.79
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	9,487.89	9,487.89
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	4,111.43	4,111.43
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	13,225.54	13,225.54
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	8,625.34	8,625.34
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	4,025.18	4,025.18
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ePROCUREMENT	1	6,641.52	6,641.52
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING	1	30,246.25	30,246.25
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	12,938.04	12,938.04
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	TCM AUTO INDEXING AND REDACTION MAINTENANCE	1	1,437.57	1,437.57
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	6,229.42	6,229.42
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PAYROLL W/ESS	1	6,756.54	6,756.54
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	3,306.39	3,306.39

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-540479	10/09/2025	2 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF MIDLAND
INFORMATION SYSTEMS
601 N LORAINE ST
MIDLAND, TX 79701-4759

Ship To: CITY OF MIDLAND
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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43870 - 15483 - 15483	234711		USD	NET30	11/08/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - Permits & Inspections	1	19,396.98	19,396.98
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - ESRI Integration	1	12,414.08	12,414.08
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - IG Workforce Mobile	1	9,663.21	9,663.21
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - Citizen Access Portal	1	7,758.80	7,758.80
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - Professional Licensing	1	7,758.80	7,758.80
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - Intelligent Object Automation	1	3,009.50	3,009.50
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
24/Jul/2014	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	30,000.00	30,000.00
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
10/Apr/2017	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	5,122.05	5,122.05
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
18/Jul/2017	EnerGov Support - Licensing & Regulatory Management Suite	5	722.67	3,613.35
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
18/Jul/2017	EnerGov Support - Permitting & Land Management Suite	45	722.67	32,520.15
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
10/Oct/2023	Request & Enforcement Management API Toolkit	1	3,748.50	3,748.50
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			

Comments: Annual invoice - renewal date: 11/1

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	305,547.90
Sales Tax	$0.00
Invoice Total	305,547.90

tyler technologies

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

October 28, 2025

City of Midland
P.O. Box 1152
Midland, Texas 79702

RE: Sole Source

Please accept this letter as confirmation that Tyler Technologies, Inc. is the sole developer, provider, and implementer of the Tyler Enterprise Resource Planning software. Additionally, Tyler is the only party authorized to support, update or modify the software.

Regards,

Tina Mize
General Counsel, Public Administration

Midland, TX Sole Source Letter 102825

Final Audit Report 2025-10-28

Created:	2025-10-28
By:	Stacey Gerard (stacey.gerard@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYxrZxQ6DQ9QPIGK1S5QRICXNFmYUHYeM

"Midland, TX Sole Source Letter 102825" History

Document created by Stacey Gerard (stacey.gerard@tylertech.com)
2025-10-28 - 5:54:40 PM GMT- IP address: 163.116.144.108

Document emailed to Tina Mize (tina.mize@tylertech.com) for signature
2025-10-28 - 5:55:07 PM GMT

Email viewed by Tina Mize (tina.mize@tylertech.com)
2025-10-28 - 5:58:32 PM GMT- IP address: 163.116.129.119

Document e-signed by Tina Mize (tina.mize@tylertech.com)
Signature Date: 2025-10-28 - 5:58:43 PM GMT - Time Source: server- IP address: 163.116.129.119

Agreement completed.
2025-10-28 - 5:58:43 PM GMT

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-540479	10/09/2025	1 of 2

Questions:
Tyler Technologies - ERP & Schools
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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43870 - 15483 - 15483	234711		USD	NET30	11/08/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Midland, TX, City of				
23/Sep/2014	TYLER CONTENT MANAGER SELF-SERVICE MAINTENANCE	1	2,156.33	2,156.33
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	31,626.32	31,626.32
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	9,487.89	9,487.89
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	6,641.52	6,641.52
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	6,641.52	6,641.52
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING	1	6,957.79	6,957.79
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	9,487.89	9,487.89
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	4,111.43	4,111.43
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	13,225.54	13,225.54
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	8,625.34	8,625.34
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	4,025.18	4,025.18
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ePROCUREMENT	1	6,641.52	6,641.52
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING	1	30,246.25	30,246.25
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	12,938.04	12,938.04
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	TCM AUTO INDEXING AND REDACTION MAINTENANCE	1	1,437.57	1,437.57
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	6,229.42	6,229.42
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PAYROLL W/ESS	1	6,756.54	6,756.54
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	3,306.39	3,306.39

Remittance:
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Invoice No	Date	Page
045-540479	10/09/2025	2 of 2

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43870 - 15483 - 15483	234711		USD	NET30	11/08/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - Permits & Inspections	1	19,396.98	19,396.98
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - ESRI Integration	1	12,414.08	12,414.08
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - IG Workforce Mobile	1	9,663.21	9,663.21
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - Citizen Access Portal	1	7,758.80	7,758.80
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - Professional Licensing	1	7,758.80	7,758.80
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
23/Sep/2014	EnerGov Support - Intelligent Object Automation	1	3,009.50	3,009.50
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
24/Jul/2014	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	30,000.00	30,000.00
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
10/Apr/2017	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	5,122.05	5,122.05
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
18/Jul/2017	EnerGov Support - Licensing & Regulatory Management Suite	5	722.67	3,613.35
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
18/Jul/2017	EnerGov Support - Permitting & Land Management Suite	45	722.67	32,520.15
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			
10/Oct/2023	Request & Enforcement Management API Toolkit	1	3,748.50	3,748.50
	Cycle: Start: 01/Nov/2025, End: 31/Oct/2026			

Comments: Annual invoice - renewal date: 11/1

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	305,547.90
Sales Tax	$0.00
Invoice Total	305,547.90

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
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Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-540475	10/09/2025	1 of 2

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43870 - 15483 - 15483	234709		USD	NET30	11/08/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Midland, TX, City of				
23/Sep/2014	TYLER CONTENT MANAGER SELF-SERVICE MAINTENANCE	1	281.32	281.32
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	4,126.07	4,126.07
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	1,237.82	1,237.82
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	866.47	866.47
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	866.47	866.47
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING	1	907.74	907.74
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	1,237.82	1,237.82
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	536.39	536.39
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	1,725.45	1,725.45
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	1,125.29	1,125.29
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	525.14	525.14
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - ePROCUREMENT	1	866.47	866.47
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING	1	3,946.02	3,946.02
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	1,687.94	1,687.94
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	TCM AUTO INDEXING AND REDACTION MAINTENANCE	1	187.55	187.55
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	812.71	812.71
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - PAYROLL W/ESS	1	881.48	881.48
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	431.36	431.36

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Tyler Technologies, Inc.
(FEIN 75-2303920)
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Dallas, TX 75320-3556

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045-540475	10/09/2025	2 of 2

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
43870 - 15483 - 15483	234709		USD	NET30	11/08/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - Permits & Inspections	1	2,530.59	2,530.59
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - ESRI Integration	1	1,619.58	1,619.58
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - IG Workforce Mobile	1	1,260.69	1,260.69
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - Citizen Access Portal	1	1,012.24	1,012.24
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - Professional Licensing	1	1,012.24	1,012.24
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
23/Sep/2014	EnerGov Support - Intelligent Object Automation	1	392.63	392.63
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
24/Jul/2014	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	4,109.59	4,109.59
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
10/Apr/2017	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	668.24	668.24
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
18/Jul/2017	EnerGov Support - Licensing & Regulatory Management Suite	5	94.28	471.40
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
18/Jul/2017	EnerGov Support - Permitting & Land Management Suite	45	94.28	4,242.60
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			
10/Oct/2023	Request & Enforcement Management API Toolkit	1	489.04	489.04
	Cycle: Start: 12/Sep/2025, End: 31/Oct/2025			

Comments: RE-Bill; Prorated thru 10.31.25 in order to align to renewal date: 11/1

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Subtotal	40,058.35
Sales Tax	$0.00
Invoice Total	40,058.35

City Council Meeting

Item Number: 11.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION APPROVING THE PURCHASE OF FIVE HUNDRED (500) 3 CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, FIVE HUNDRED (500) 3.5 CUBIC YARD COMMERCIAL REFUSE CONTAINERS, AND FIVE (5) 30-YARD CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD FOR A TOTAL COST OF $746,230.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

Purpose:
Resolution approving the purchase of five hundred (500) 3 cubic yard residential refuse containers, five hundred (500) 3.5 cubic yard commercial refuse containers, and five (5) 30-yard construction refuse containers from Roll-Offs of America Inc. through Buyboard 686-22 for a total cost of $746,230.00 for the Solid Waste Department.

Recommended Action:
Approve

Fiscal Impact:
Funding is available in the Sanitation Fund Operating Budget.

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Staff is recommending the purchase of five hundred (500) 3 cubic yard residential refuse containers, five hundred (500) 3.5 cubic yard commercial refuse containers, and five (5) 30-yard construction refuse containers from Roll-Offs of America Inc. through Buyboard 686-22. 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 Jeffery Ahrlett, Director of Solid Waste, for additional information.

Therefore, please consider a resolution approving the purchase of five hundred (500) 3 cubic yard residential refuse containers, five hundred (500) 3.5 cubic yard commercial refuse containers, and five (5) 30-yard construction refuse containers from Roll-Offs of America Inc. through Buyboard 686-22 for a total cost of $746,230.00.

Attachments:

A. Supporting Agenda Memo-Trash Containers October2025
B. RESOLUTION W EXH - Resolution Rolloffs USA Reso w Exh
C. Rolloffs USA - Quote #0055244

Erika Munoz, General Services	Created/Initiated - 11/5/2025
Regina Stephenson, General Services	Approved - 11/6/2025
Christy Weakland, Finance	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

INTEROFFICE MEMORANDUM

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

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Refuse Containers**

DATE: **October 5, 2025**

Solid Waste is seeking approval to purchase new refuse containers. Included in this purchase are the following:

(500) 3 cubic yard residential containers

(500) 3.5 cubic yard commercial containers

(5) Roll-Off open-top construction containers

These refuse containers will be utilized as replacement containers for old, rusted, and dilapidated, as well as additional ones to service new accounts.

We reserve 100 3yds (residential containers) for new customers. The rest (400) are used for replacements. We will replace around 1,500 containers a year. We utilize these new ones along with what we are reconditioning to make these replacements happen. We have around a total of 25,000 3 yd containers for residential use.

We will also reserve 100 3.5yds (commercial containers) for new customers and use the rest (400) for replacements. We will replace around 800 commercial containers a year. These have a higher replacement schedule due to the types of trash being put it in them. Restaurants etc. We have approximately 4,000 3.5yd containers for commercial use.

The 5 roll-off containers will be used to replace dilapidated inventory and used for new commercial inventory.

The containers will be purchased from Roll-Offs USA. The City has ordered containers from Roll-Offs USA for many years. The containers meet standards and are proven to last. Funds for the purchase are included in the FY2026 budget.

Please consider a resolution approving the purchase of five hundred (500) 3 cubic yard residential containers, five hundred (500) 3.5 cubic yard commercial containers, and five (5) Roll-off open-top construction containers in the amount of $746,230.00.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF FIVE HUNDRED (500) 3 CUBIC YARD RESIDENTIAL REFUSE CONTAINERS, FIVE HUNDRED (500) 3.5 CUBIC YARD COMMERCIAL REFUSE CONTAINERS, AND FIVE (5) 30-YARD CONSTRUCTION REFUSE CONTAINERS FROM ROLL-OFFS USA THROUGH BUYBOARD FOR A TOTAL COST OF $746,230.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

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

WHEREAS, Roll-Offs USA has submitted a total proposed cost to the City of $746,230.00 for the purchase of five hundred (500) three (3) cubic yard residential refuse containers, five hundred (500) three and a half (3.5) cubic yard commercial refuse containers and five (5) thirty 30-yard construction refuse containers through Buyboard, as shown on the quote attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Roll-Offs USA through Buyboard for the purchase of said refuse containers to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to provide for the purchase of said refuse containers from Roll-Offs USA through Buyboard;

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

SECTION ONE. That the City Manager is hereby authorized and directed to provide for the purchase of five hundred (500) three (3) cubic yard residential refuse containers, five hundred (500) three and a half (3.5) cubic yard commercial refuse containers and five (5) thirty 30-yard construction refuse containers from Roll-Offs USA through Buyboard for a total cost of $746,230.00.

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

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Roll-Offs USA an amount not to exceed $746,230.00 from available funds 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., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0055244
Order Date: 10/2/2025

Salesperson: HOUS
Customer Number: MID CIT

Sold To:
CITY OF MIDLAND
ACCOUNTS PAYABLE
P.O. BOX 1152
MIDLAND, TX 79702-1152

Ship To:
CITY OF MIDLAND
SOLID WASTE DIVISION
600 N. CARVER
#5
Midland, TX 79701

Confirm To:
ISAMEL GUZMAN 432-685-7449

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S3.5H	ONE	500.000	0.000	0.000	670.000	335,000.00
3.5YD SIDE LOADER			**Whse:** 000			
SN: TBD						
Bill Option 1 Option A4 MIDLAND TAN						
Bill Option 2 Option 07 MIDLAND SPEC PAKMOR						
Bill Option 3 Option 04 1/2 ML - 1/4" 29 X 27						
3.5YD SIDE LOAD						
1/2 METAL 2 PIECE PL LIDS (1/4" PLASTIC LIDS)						
S3H	ONE	500.000	0.000	0.000	628.000	314,000.00
3YD SIDE LOADER			**Whse:** 000			
SN: TBD						
Bill Option 1 Option A4 MIDLAND TAN						
Bill Option 2 Option 07 MIDLAND SPEC PAKMOR						
Bill Option 3 Option 01 1/2 METAL LID W/ 2 PLASTIC						
3YD SIDE LOAD						
1/2 METAL 1/2 PL LIDS (1/4" PLASTIC LIDS)						
ALL CONTAINERS:						
L SHAPE BRACKETS						
PAKMOR W 6" PIN						
COLOR ~ MIDLAND TAN						
BUILD TO SPECS						
RR30H	ONE	5.000	0.000	0.000	5,586.000	27,930.00
30YD HD RECT			**Whse:** 000			
SN:TBD						
Bill Option 1 Option A4 MIDLAND TAN						
Bill Option 4 Option 01 HD RECT FLOOR						
30YD HD RECTANGLE						
COLOR ~ MIDLAND TAN						

Continued

Exhibit "A"

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0055244
Order Date: 10/2/2025

Salesperson: HOUS
Customer Number: MID CIT

Sold To:
CITY OF MIDLAND
ACCOUNTS PAYABLE
P.O. BOX 1152
MIDLAND, TX 79702-1152

Ship To:
CITY OF MIDLAND
SOLID WASTE DIVISION
600 N. CARVER
#5
Midland, TX 79701

Confirm To:
ISAMEL GUZMAN 432-685-7449

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount

BUYBOARD CONTRACT PRICING
BUYBOARD CONTRACT: 686-22

POC: ISMAEL 432-685-7449

FREIGHT $2100 PER LOAD @ 33 LOADS

Net Order:	676,930.00
Less Discount:	0.00
Freight:	69,300.00
Sales Tax:	0.00
Order Total:	746,230.00

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0055244
Order Date: 10/2/2025

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Confirm To:
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Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S3.5H	ONE	500.000	0.000	0.000	670.000	335,000.00
3.5YD SIDE LOADER			**Whse:** 000			
SN: TBD						
Bill Option 1 Option A4 MIDLAND TAN						
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Bill Option 3 Option 04 1/2 ML - 1/4" 29 X 27						
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COLOR ~ MIDLAND TAN						

Continued

Quote

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ISAMEL GUZMAN 432-685-7449

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
	BUYBOARD CONTRACT PRICING BUYBOARD CONTRACT: 686-22 POC: ISMAEL 432-685-7449 FREIGHT $2100 PER LOAD @ 33 LOADS					

Net Order:	676,930.00
Less Discount:	0.00
Freight:	69,300.00
Sales Tax:	0.00
Order Total:	746,230.00

City Council Meeting

Item Number: 12.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF FOUR MOBILE SURVEILLANCE TRAILERS AND TWENTY-TWO POLE/WALL MOUNTED CAMERAS TO GOVIEW, LLC, FOR A TOTAL COST OF $412,956.00; AND AUTHORIZING PAYMENT FOR SAID CONTRACT

Purpose:
Resolution awarding a contract for the purchase and installation citywide of four (4) Mobile Surveillance Trailers and twenty-two (22) Pole/Wall Mounted Cameras from GoView, LLC for a total cost of $412,956.00.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
Requests for proposals were sent to four hundred twenty-two (422) vendors, and forty-nine (49) vendors viewed the proposal. We received eight (8) proposals. Staff recommends awarding the contract for the purchase and installation citywide of four (4) Mobile Surveillance Trailers and twenty-two (22) Pole/Wall Mounted Cameras from GoView, LLC. Please see the attached memo from Mihir Patel, Deputy Chief Information Officer, for more information.

Therefore, please consider a resolution awarding a contract for the purchase and installation citywide of four (4) Mobile Surveillance Trailers and twenty-two (22) Pole/Wall Mounted Cameras from GoView, LLC for a total cost of $412,956.00.

Attachments:
A. Midland_RFP_Surveillance_Memo
B. RESOLUTION - Mobile Surveillance Trailers and Mounted Cameras Reso
C. EXHIBIT A - 26000176 Scoring Summary Exh to Reso
D. 26000176 Scoring Summary
E. Service Contract 26000176

Erika Munoz, General Services	Created/Initiated - 11/6/2025
Regina Stephenson, General Services	Approved - 11/6/2025
Christy Weakland, Finance	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

City Council Agenda Item

MEETING DATE: **11/18/2025**

TO: Erika Munoz, Purchasing Manager

FROM: Mihir Patel, Deputy Chief Information Officer

CC: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution awarding a contract for Citywide Surveillance Camera Trailers (4) and Pole-mounted Cameras (22) to GoView LLC

Purpose:
Consider a resolution awarding a contract for Citywide Surveillance Camera Trailers (4) and Pole-mounted Cameras (22) to GoView LLC

The RFP 26000176 solicited proposals from interested vendors who could provide the city with surveillance camera trailers as well as pole-mounted cameras. ITSD reviewed each of the proposals based on various criteria such as cost, technical compliance, delivery schedule, warranty, and support etc.

We received eight proposals from Caprock Rentals, ECAM, ESI Fire & Security, GoView, Helou, LiveView (LVT), Mobile Surveillance Trailers, and Swipe Resources. After careful consideration, GoView LLC demonstrated the ability to meet the specified requirements and offered the best value for money. GoView has a proven track record to provide reliable surveillance camera units to government entities in helping with use cases, i.e., special event security, monitor hot-spot areas, etc.

The cost of 4 Surveillance Camera Trailers and 22 Pole-mounted Cameras from GoView LLC will be $412,956.00.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF FOUR MOBILE SURVEILLANCE TRAILERS AND TWENTY-TWO POLE/WALL MOUNTED CAMERAS TO GOVIEW, LLC, FOR A TOTAL COST OF $412,956.00; AND AUTHORIZING PAYMENT FOR SAID CONTRACT

WHEREAS, the City of Midland authorized the issuance of a request for proposals for the purchase and installation of four (4) mobile surveillance trailers and twenty-two (22) pole/wall mounted cameras; and

WHEREAS, the most advantageous proposal was submitted by GoView, LLC, as shown on the proposal scoring summary attached hereto as Exhibit "A", which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by GoView, LLC, for the purchase and installation of said mobile surveillance trailers and pole/wall mounted cameras to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to GoView, LLC, for the purchase and installation of said mobile surveillance trailers and pole/wall mounted cameras;

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 GoView, LLC, for the purchase and installation of four (4) mobile surveillance trailers and twenty-two (22) pole/wall mounted cameras for a total cost of $412,956.00. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

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

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay GoView, LLC, pursuant to the terms of said contract from available funds in the

General 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., 2025, 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

26000176 RFP Mobile Surveillance Trailers and Pole/Wall Mounted Cameras

Scoring Summary

	Total	Technical compliance & quality of components	Total cost of ownership & price clarity, favoring one-time costs and optional/cancellable telemetry only	Delivery/installation schedule & staffing	Warranty/support & training
Supplier	**/ 100 pts**	**/ 40 pts**	**/ 30 pts**	**/ 15 pts**	**/ 15 pts**
GoView, LLC	95 pts	35 pts	30 pts	15 pts	15 pts
Mobile Surveillance Trailers LLC	85 pts	35 pts	25 pts	10 pts	15 pts
ESI Fire & Security, Inc.	75 pts	35 pts	20 pts	10 pts	10 pts
ECAM a Gardaworld Company	75 pts	35 pts	15 pts	10 pts	15 pts

Exhibit "A"

	Total	Technical compliance & quality of components	Total cost of ownership & price clarity, favoring one-time costs and optional/cancellable telemetry only	Delivery/installation schedule & staffing	Warranty/support & training
Supplier	**/ 100 pts**	**/ 40 pts**	**/ 30 pts**	**/ 15 pts**	**/ 15 pts**
Caprock Rentals	75 pts	35 pts	15 pts	10 pts	15 pts
SWIPE RESOURCES LLC	70 pts	35 pts	15 pts	15 pts	5 pts
Liveview Technologies Inc.	65 pts	35 pts	5 pts	10 pts	15 pts
Helou Technical Services	65 pts	35 pts	10 pts	10 pts	10 pts

26000176 RFP Mobile Surveillance Trailers and Pole/Wall Mounted Cameras

Scoring Summary

	Total	Technical compliance & quality of components	Total cost of ownership & price clarity, favoring one-time costs and optional/cancellable telemetry only	Delivery/installation schedule & staffing	Warranty/support & training
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GoView, LLC	95 pts	35 pts	30 pts	15 pts	15 pts
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Supplier	**/ 100 pts**	**/ 40 pts**	**/ 30 pts**	**/ 15 pts**	**/ 15 pts**
Caprock Rentals	75 pts	35 pts	15 pts	10 pts	15 pts
SWIPE RESOURCES LLC	70 pts	35 pts	15 pts	15 pts	5 pts
Liveview Technologies Inc.	65 pts	35 pts	5 pts	10 pts	15 pts
Helou Technical Services	65 pts	35 pts	10 pts	10 pts	10 pts

CITY OF MIDLAND
SERVICE CONTRACT
 # 26000176

THIS CONTRACT, effective this 19th day of November 2025, by and between the City of Midland, hereinafter referred to as the "CITY" an GoView, LLC, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $ 412,956.00

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

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

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

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

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

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

RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of one (1) year unless sooner terminated as provided in this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

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

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	GoView, LLC
	485 Jimmy Doolittle Rd.
	Salt Lake City, UT 84116

The above addresses may be changed at any time by providing written notice to the other party.

13. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of

Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

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

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

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS

CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

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

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

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

that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

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

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

as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

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

29. **INSURANCE**

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

Commercial General Liability (including Contractual liability):

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

$1,000,000.00 per occurrence

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

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

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section

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

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

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

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

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

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

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made

void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

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

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of GoView, 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 _____, 2025.

_____
Notary Public, State of _____

Midland Texas

RFP 26000176 Mobile Surveillance Trailer System and Pole/Wall Mounted Cameras

Table of Contents

- 1. Executive Summary (Cover Letter)
- 2. Base Deliverables and Scope of Work
- 3. Technical Response (Response to Scope of Work)
- 4. Implementation Plan - Timeline for Delivery
- 5. Warranty and Support Plan (RMA, Response, SLA's)
- 6. Pricing and Licensing
- 7. Vendor Qualifications
- 8. References
- 9. Appendices (spec sheets)

1. Executive Summary

GoView LLC is pleased to present our proposal for 4 mobile surveillance trailers and 22 pole/wall mounted surveillance systems. We have carefully reviewed the specifications provided, and we certify the systems we propose meet or exceed every requirement.

We understand this to be a one-time purchase and will include system health monitoring and any licensing costs. The systems will be fully functional once the customer-provided SIM card is installed in the 5G modem and software has been provisioned by the end-user agencies.

In this proposal we look forward to presenting GoView's ability to provide a superior system and post-sale/installation service.

Nick Munns is the founder and owner of North Cape Investments DBA Procom Security Inc. Nick is a co-founder and partner of GoView LLC which is an industry leader in Mobile Surveillance Security Systems. During his career Nick has been responsible for managing the security integrations for notable companies such as Purple Mattress, Adobe, Ivanti, as well and numerous DOD sites, Lockheed Martin and many more. Nick is also the CTO responsible for technology and software development for GoView.

GoView, LLC

485 Jimmy Doolittle Rd, Salt Lake City, UT 84116

Telephone: 877-446-8439

FEIN: 92-1633198

Primary Contacts:

Nick Munns

CTO and Co-Owner

Telephone: 801-664-0531

nick@mygoview.com

2. Base Deliverables

GoView will provide the following and confirms:

- Equipment will meet or exceed Section 4 requirements (or approved equals) as a one-time purchase (no required recurring platform fees).
- Includes: Delivery, onsite setup and installation, testing, and staff training.
- Warranty and post-deployment support per Section 4 and Section 7.
- Documentation (as-built diagrams, configuration runbooks, warranty/SKU lists).
- Optional items: including any telemetry subscriptions will be clearly separated and not required for core operation.
- A 5G cellular data router is included for each unit; City will provide SIM and carrier plan (no carrier plan from vendor). SIM card will provide a public static IP address.

3. Technical Response

Required Feature For Trailer	GoView Meets	GoView Exceeds	Details
20-ft electric telescoping mast with stabilizer jacks, tire chocks, DOT lights, lockable tongue, 2" (50 mm) ball hitch.	x	x	27 ft electric telescoping mast
Solar array sized for multi-camera load; lithium battery bank suitable for extended off-grid runtime; MPPT charge controller; 110 VAC shore-power charger.	x		1305 Watt Solar, 7200 WH Battery
Deterrence package with strobe lighting on mast and trailer body.	x		
Street-ready, adjustable solar array angle.	x		
Networking: external amplified antenna, Cradlepoint 5G R980 (or equivalent enterprise 5G router), and 8-port industrial outdoor PoE+ switch mounted in weatherized enclosure.	x		
Three Cameras per unit (mix of PTZ and multi-sensor domes), e.g., AXIS Q6358-LE PTZ, AXIS P3748-PLVE multi-channel dome, AXIS M4317-PLVE, with compatible mounts/caps as required.	x		
Outdoor IP horn/speaker for two-way active audio deterrence (e.g., AXIS C1310-E).	x		
Gas backup generator.	x		
Onsite setup and staff training included.	x		

Required Feature of Pole System	GoView Meets	GoView Exceeds	Details
Weatherized outdoor enclosure with power components (e.g., 110 AC→24 VDC converter) sized for load; blue strobe light deterrent.	x		
Networking: external amplified antenna, Cradlepoint 5G R980, 8-port industrial outdoor PoE+ switch.	x		
Two Cameras per unit: AXIS Q6358-LE PTZ and AXIS P3748-PLVE (or equivalent), with appropriate mounts (e.g., T91G61, T91H61, TP3108-E).	x		
AXIS C1310-E Outdoor IP Horn (or equivalent) for two-way audio deterrence.	x		
All cameras must be compatible with Milestone VMS, Genetec, and provide live video streaming.	x		

General Requirments	GoView Meets	GoView Exceeds	Details
All devices new-in-box, current-generation, and compatible within a unified VMS ecosystem (Milestone/Genetec/AXIS Camera Station or equivalent; vendor to state tested platforms).	x		
3-year warranty minimum on trailer/base system; manufacturer warranty on devices; exclusions (e.g., paint, normal wear/tear, batteries) must be stated.	x		See warranty plan section 5
Weather-rated cabling, strain relief, and secure mounting hardware.	x		
Labeling of all cables/devices; as-built diagrams provided in editable format.	x		

Compliance with FCC/NTIA and Texas road safety requirements for mobile units.	x		
Licensing model: All software/firmware required for normal camera, router, and trailer/system operation must be perpetual or included in the one-time capital purchase.	x		
Health monitoring: Basic telemetry for equipment health (battery, temperature, uptime, etc.) shall be included in the one-time purchase. Vendors may offer optional subscription services for advanced monitoring, but proposals must clearly separate these costs, and core functionality must not depend on subscription renewal.	x		Monitoring of solar and battery system is included: Victron VRM. Additional cost for Fully integrated system status.
No disablement: The system must remain fully functional regardless of whether optional subscriptions are purchased or renewed.	x		
Open telemetry access: Health metrics shall be accessible at no additional cost via standard protocols (e.g., SNMPv3 and/or REST API).	x		Cradlepoint API access requires subscription to CloudConnect

4. Implementation Plan

- GoView can complete and deliver all items within 45 days after an official PO has been issued. If a phased rollout is desired GoView can begin to deliver systems in as little as 2 weeks after an official PO has been issued.
- GoView will work with the City of Midland to determine the best implementation
- 4 Mobile Surveillance Trailers are expected to be delivered within 30 days of the official PO being received by GoView
- Installation of pole/wall mount system shall begin within 3 weeks of the PO and shall be completed by January 31, 2026

- All systems shall be delivered and substantially functional by January 20th 2026 to allow for testing and adjusting.

5. Warranty Plan

- GoView will provide a 3 year warranty on all trailer components (see exclusions) and a 1 year labor warranty on any repairs needed for the system. After the initial warranty period, standard labor rates provided on the cost sheet apply
- Exclusions to 3 year warranty: Paint, Batteries, Normal Wear and Tear
- Manufacturer's warranty applies to all cameras, server
- Technical support: GoView provides 24/7 phone technical support for basic troubleshooting. Level 2 tech support is available 7 am to 7 pm Monday – Friday. If the issue cannot be resolved remotely a service ticket will be created and onsite service will be scheduled.
- GoView has in stock parts related to the power supply and power output of the surveillance trailer and pole mounted system. These parts can be provided within 24 hours of review/consultation about the issue. Any items not in stock can be ordered direct from the manufacturers within 24 hours (1 business day) of the initial review. This includes technology such as cameras. Most Axis parts can be received in 2-3 business days. Replacement of a camera would take a maximum of 7-10 days from the time of review but could likely be completed within 3-4 days.

6. Pricing

Pricing Summary:

4 Mobile Surveillance Trailers: $170636.00

22 Pole/Wall Mount Systems: $242320.00

Grand Total: $412,956.00

Notes: See the following individual proposals for detailed line-item pricing

Estimate

 # EST-2566

GoView LLC
PO Box 277
Midvale Utah 84047
U.S.A

Estimate Date : 21 Oct 2025
Expiry Date : 22 Jan 2026
Sales person : Nick Munns

Bill To
City of Midland Texas

Subject :

Midland Texas 4 Trailers

#	Item & Description	Qty	Rate	Amount
1	GoView Defender 1305 Security Trailer Base Mobile Solar Surveillance Trailer: 20 Ft Electric Manual - telescoping 4 Heavy Duty Stabilizer Jacks 2 Tire Chalks (3x435) 1305 Watt Monocrystalline Solar Array 7200 WH Lithium Battery Bank 150/35 MPPT Charge Controller 24/48 VDC System Voltage 110 VAC 15 Amp Charger (Shore Power Input) Strobe light deterrent package on mast head and trailer body) 2 inch/ 50mm ball hitch Street ready DOT approved lights Fold up and lockable tongue Solar array angle adjustment	4	29,800.00	119,200.00
2	Network Communications Technology Package Includes: External amplified antenna Cradle Point 5G R980 8 Port Industrial Outdoor PoE+ Switch	4	1,680.00	6,720.00
3	AXIS M4317-PLVE	4	745.00	2,980.00
4	AXIS Q6358-LE PTZ	4	3,579.00	14,316.00
5	AXIS P3748-PLVE MULTI CHANNEL DOME	4	2,360.00	9,440.00

#	Item & Description	Qty	Rate	Amount
6	AXIS TP3108-E	4	102.00	408.00
7	AXIS T91H61	4	203.00	812.00
8	AXIS T91G61	4	222.00	888.00
9	Axis 1310-E Outdoor IP Horn	4	619.00	2,476.00
10	Gas Backup Generator Option	4	1,890.00	7,560.00
11	AXIS T91E61	4	48.00	192.00
12	AXIS T94T02D fisheye pendant cap	4	61.00	244.00
13	Onsite Setup and Training: A representative from GoView will do the final setup and installation of cameras on location and will provide training to your department staff.	1	3,000.00	3,000.00
			Sub Total	168,236.00
			Shipping charge	2,400.00
			Total	**$170,636.00**

Notes

Customer will provide their own data plan. No SIM card or data plan will be provided by GoView.

Terms & Conditions

3 year warranty on base trailer: excludes, paint, normal wear and tear, batteries
Manufacturer warranty on all other devices

Estimate

 # EST-2565

GoView LLC
PO Box 277
Midvale Utah 84047
U.S.A

Estimate Date : 21 Oct 2025
Expiry Date : 22 Jan 2026
Sales person : Nick Munns

Bill To
City of Midland Texas

Subject :

Active Deterrence Pole/Wall Mount System

#	Item & Description	Qty	Rate	Amount
1	Network Communications Technology Package Includes: External amplified antenna Cradle Point 5G R980 8 Port Industrial Outdoor PoE+ Switch	22	1,680.00	36,960.00
2	AXIS Q6358-LE PTZ	22	3,579.00	78,738.00
3	AXIS P3748-PLVE	22	2,360.00	51,920.00
4	AXIS T91G61	22	222.00	4,884.00
5	Axis 1310-E Outdoor IP Horn	22	619.00	13,618.00
6	TP3108-E Pendant Cap	22	102.00	2,244.00
7	T91H61 Wall Mount	22	203.00	4,466.00

#	Item & Description	Qty	Rate	Amount
8	Pole/Wall Mount Surveillance Base System Includes: Outdoor Enclosure Air circulation fan Charge Controller and system status monitoring 110AC to 24VDC Converter Blue Strobe Light	22	895.00	19,690.00
9	Installation: Includes left rental and all necessary mounting hardware	22	1,300.00	28,600.00
10	Notes: System will be powered from customer provided AC power source and will not be getting power from a solar array or backup batteries	1	0.00	0.00
			Sub Total	241,120.00
			Shipping charge	1,200.00
			Total	**$242,320.00**

Notes

Customer will provide their own data plan. No SIM card or data plan will be provided by GoView.

Terms & Conditions

3 year warranty: excludes, paint, normal wear and tear, batteries
Manufacturer warranty on all other devices

7. Vendor Qualifications: Statement of Technical Experience

GoView LLC is a subsidiary of North Cape Investments. North Cape Investments (DBA Procom Security) was founded in 2004 as a full-service electronic security provider and provides a wide range of products and services in the commercial and government space including access control systems, commercial fire alarms, and surveillance systems.

•2012 Procom began using video analytics to intelligently monitor industrial sites throughout Utah, Idaho and Arizona. We use video AI to provide early detection of potential problems, and we use audio alarms to stop crimes in progress. Our initial systems were mounted on poles and fixed structures.

•2017 Procom Security built our first mobile surveillance trailers that could be rapidly deployed to locations without power. We soon realized that there was a growing market for mobile surveillance solutions.

•2022 we formed GoView LLC as a subsidiary firm that specializes in mobile surveillance and security solutions.

•GoView can provide comprehensive financial statements on request. GoView currently has over $9 million in trailer assets that are owned and managed by GoView.

•GoView has 2 general sales models 1. The full-service rental model where customers pay a monthly fee and GoView fully manages the system for the client. The client does not take ownership of the units. 2. Purchase model, where the client owns the units and GoView provides various levels of support service to the client.

•GoView has built on the foundation of experience from the parent company North Cape Investments (DBA Procom Security). Procom Security has been a regional leader in the electronic security industry since 2004. GoView does not develop its own software and AI but uses the successful integrator model that we learned with Procom Security. We find and adopt the best and most cutting-edge technology in the world and integrate this technology into our systems. We are an Axis gold dealer and Hanwha Platinum dealer. Every camera manufacturer in the world has a base level of onboard Video AI that we can use on our systems for edge AI. In addition, we are a distributor for Cvedia server-based analytics.

•GoView systems use the best AI models in the industry from leaders such as Cvedia to detect intrusions, fire, license plates and facial recognition. These detection capabilities along with our automation engine allow our systems to not only detect threats but also use

lights and audio to deter and stop the threat before major losses occur. Police and Security personnel can be alerted in real time to provide the best possible response.

•GoView systems feature many innovative features such as electronic and pneumatic masts for easy raising and lowering, concealed mast cables, Electronic solar array angle adjustment, fold up trailer hitch for anti-theft and smaller deployable footprint.

•All trailers meet DOT requirements for safety and road worthiness in all 50 states including lights and reflective decals.

8. References

1. University of Hawaii
   Contact: Nelson Toda
   Telephone: 808-455-0662
   Email: ntoda@hawaii.edu

2. South Sioux City PD
   Contact: Greg Koinzan
   Telephone: 402-494-7512
   Email: gkoinzan@southsiouxcity.org

3. New Brunswick NJ Police Department
   Contact: Lt Dorian Minond
   Telephone: 732-745-5129 x 6100
   Email: dminond@nbpd.org

9. Appendices

- Trailer Spec Sheet

GoView
MOBILE SECURITY SOLUTIONS

DEFENDER
1305 SERIES

KEY FEATURES

Works on all major platforms. PC, Mac, IOS, Android

Advanced AI that classifies objects. System reacts automatically to stop crime

Multiple redundancies built in to protect against single point of failure.

Instant alerts by email, SMS text, desktop notifications, or push alerts. Alerts are simple to control and can be customized for each user

FAST & SIMPLE DEPLOYMENT SYSTEM

- *Simple tool-free deployment, manual and powered masts, and single switch operation.*
- *Easily deployed in 15 minutes by one person.*

SYSTEM HEALTH DASHBOARD

- *GVStatus provides a global systems dashboard so you can see the status of the solar charging system, cameras, and network connection.*

LIMITLESS INTEGRATION

- *Full integration with any world-class cameras, sensors, and video management software.*

1-877-446-8439
www.mygoview.com

GoView
MOBILE SECURITY SOLUTIONS

SECURITY & ANTI-THEFT

- *Locked equipment boxes*
- *GPS Tracking*
- *Geo Fencing*
- *Jackstand Protection*
- *Tampering Detection*

Video AI Options

INTRUSION

Based on the region of interest, the direction of travel and the type of object (human or vehicle)

SMOKE & FIRE

System uses advanced machine learning to determine the presence of smoke or fire

OBJECT CLASSIFICATION

Search by object such as specific clothing colors, or whitelist/blacklist objects such backpacks or sunglasses

SAFETY GEAR

Receive alerts when safety gear such as hard hats or vests are not worn. Increase jobsite safety.

LICENSE PLATE RECOGNITION

Log license plates from every vehicle and/or whitelist/blacklist specific plates.

TECHNOLOGY OPTIONS

CAMERAS

PTZ / 360 DEG / THERMAL / LPR

RECORDING

3 LOCATIONS: ON BOARD SERVER/ SD CARD ON CAM / CLOUD

COMMUNICATIONS

CELLULAR / SATELLITE / WIFI / MESH

SENSORS

CAMERA ANALYTICS / PIR / RADAR LIDAR / AUDIO (GUNSHOT)

LIGHTING

IR / LED STROBES / LED FLOOD

GoView

MOBILE SECURITY SOLUTIONS

TECHNICAL SPECIFICATIONS

WEIGHT	2866 LBS
SUSPENSION	4000 LBS AXLE & SPRINGS
TIRES	14 Inch
TOWING	2 INCH/ 50MM
POWER	24/48 VOLT DC, 60 A MPPT
CHARGING	15 AMP 110 VAC INPUT
SOLAR GENERATION	1305 WATTS (3x435 W)
BATTERY CAPACITY	1200 AH GEL (6x200 AH)

DIMENSIONS

	DEPLOYED	TOW
LENGTH	126”	126”
HEIGHT	276”	110”
WIDTH	134”	63”

1-877-446-8439
www.mygoview.com

EXECUTION OF OFFER

Date: 10/21/2025

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, the offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposal lists.

By the signature hereon affixed, the offeror hereby certifies that neither the offeror nor anyone acting on behalf of the offeror has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, the offeror certifies that if a Texas address is shown as the address of the offeror, the offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 15.

Offeror/ COMPANY: GoView, LLC

SIGNATURE (INK):

NAME: (TYPED/PRINTED) Nick Munns

TITLE: CTO - co owner

STREET: 485 Jimmy Doolittle Rd Suite B6

CITY/STATE/ZIP: Salt Lake City UTAH 84116

TELEPHONE: 801-664-0531 FAX:

E-M AIL ADDRESS: nick@mygoview.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

GoView, LLC

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Mick Munn

Signature of vendor doing business with the governmental entity

10/15/2025

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: NOT APPLICABLE TO GOVIEW

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

SOLICITATION NO. 26000176

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

(1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.

Authorized Signature

CTO - Co Owner
Title

Nick Munns
Name (Print)

GoView, LLC
Company

10/9/2025
Date

NOTE: Bid and Proposal terms are interchangeable.

26000176

RFP Mobile Surveillance Trailers and Pole/Wall Mounted Cameras

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Q1: In reviewing the submissions there seem to be forms that are required to be submitted in order for the bid to be deemed responsive, but these forms do not apply to our entity. Specifically:
006 Conflict of Interest - this form is used to disclose a COI but we do not have one
007 Affidavit of Eligibility - certifies that we are a local business, and we are not.?
A1: If the information on the Conflict of Interest and Affidavit of Eligibility does not apply, kindly attach the blank forms.

Q2: Can you specify which financial statements you are requesting?
A2: Financial Statements to be omitted.

Q3: Regarding sections 4.4.2.1 - 4.4.2.3 of the RFP, will the awarded vendor be required to install the pole/wall-mounted surveillance systems or will the City and/or Oncor be installing the units?
A3: The selected vendor shall be responsible for the installation of all Pole/Wall-mounted cameras as part of this project. Installation services may be subcontracted; however, the vendor remains fully responsible for the performance, quality, and coordination of all subcontracted work

Q4: Section 1.13 of the RFP states "Offerors must respond to this RFP by utilizing the RFP Cost Summary." Can you clarify what is meant by "Cost Summary?" I did not see a spreadsheet or Cost Summary document in the RFP attachments for vendors to complete and submit.
A4: Cost Summary to be omitted.

Q5: Curious if there is a template of References that is being looked for? Did not see it in RFP.
A5: References to be omitted.

Q6: Where do we find the criteria for Financial Statement request?
A6: Financial Statements to be omitted.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	10/15/2025
Bidder Authorized Signature	Date

26000176

RFP Mobile Surveillance Trailers and Pole/Wall Mounted Cameras

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: Do you have a preference on 5G Router—Cradlepoint, Peplink, Semtech (Sierra Wireless)?
A1: The City's preferred 5G router is Cradlepoint, specifically the R980 model, to ensure compatibility with existing network infrastructure and management systems.

Q2: What VMS are you using currently, if any?
A2: The City of Midland currently utilizes Milestone as its Video Management System (VMS). Proposed solutions should ensure full compatibility and seamless integration with the existing Milestone environment.

Q3: Do you want local recording and storage capabilities on the trailer or the pole mount?
A3: No. The City does not require local recording or storage capabilities on either the trailer or pole-mounted units. Video data should be transmitted to the central Video Management System (VMS) for storage and management.

Q4: Do you want the PTZ and multi-sensor together on one mount or mounted separately for both the trailer and the pole mount?
A4: The preferred camera models are the AXIS Q6358-LE PTZ and AXIS P3748-PLVE. Due to the design and functionality of these models, they will need to be mounted separately on both the trailer and pole-mounted installations.

Q5: Do you want electric or solar power for the pole mount?
A5: Electric power is preferred for pole-mounted camera installations to ensure reliability and consistency of operation.

Q6: Should proposers include a conceptual camera layout and deterrence zone plan with the proposal, or will a detailed, site-specific plan only be required after award, once the site walk and location list have been completed?
A6: A detailed, site-specific camera position and field-of-view (FOV) plan will be required after award, following the site walk and confirmation of final camera locations. Proposers are not required to include conceptual layouts or deterrence zone plans with their initial proposals.

Q7: Will the City accept proposals for only a portion of this project? For example, can a vendor bid on just the mobile surveillance trailer portion of this RFP?
A7: No. The City of Midland will not accept partial proposals. Vendors must submit proposals that address the full scope of work as outlined in the RFP, including all required components and deliverables.

Q8: Will the chosen vendor assume responsibility for installing wall/pole mount cameras? Or will the City and Oncor be installing?
A8: The vendor will be responsible for the installation of all wall- and pole-mounted cameras. Vendors may subcontract installation services as necessary, provided that all work meets City standards and specifications outlined in the RFP.

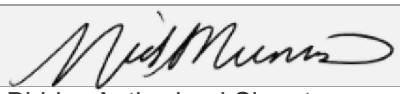
Q9: If the chosen vendor is installing wall/pole mount cameras, are they being affixed to existing City power poles and/or buildings with a power source?
A9: Yes. Cameras will be installed on existing City-owned poles or buildings where power is available. Some poles are owned by Oncor, and the City is currently finalizing an agreement with Oncor regarding the use of their poles. The selected vendor will be required to coordinate with both the City and Oncor prior to installation on any Oncor-owned infrastructure to ensure compliance with all applicable requirements.

Q10: Will the City consider EFOY and/or methanol backup power sources instead of traditional gas generators?
A10: No. The City will require traditional gas-powered generators for backup power. Alternative fuel sources such as EFOY or methanol are not being considered for this project.

Q11: Would the City consider a monthly service and maintenance fee for needed software updates, hardware repairs, and service by vendor W-2 technicians?
A11: The City will consider proposals that include a monthly service and maintenance fee for ongoing software updates, hardware repairs, and support services. However, a one-time purchase with warranty coverage is preferred, provided it meets the City's operational and maintenance requirements.

Q12: If the City should decide to have the chosen vendor provide monitoring, would it be preferred for the video feed to transmit to the vendor's National SOC or to a City SOC?
A12: The City prefers that all video feeds be transmitted to the City's Security Operations Center (SOC) to maintain full control and oversight of video data and monitoring activities.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	10/20/2025
Bidder Authorized Signature	Date

City Council Meeting

Item Number: 13.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER 1 WITH JONES BROS. DIRT AND PAVING CONTRACTORS, INC. REGARDING THE NORTH FAIRGROUNDS ROAD - LOOP 250 TO MOCKINGBIRD LANE PAVING PROJECT; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $689,662.76 AND TO PROVIDE FOR CHANGES TO THE WORK, INCLUDING ADJUSTMENTS TO THE DESIGN, TO ACCOMMODATE UNFORESEEN CIRCUMSTANCES AFFECTING THE PROJECT

Purpose:
Motion authorizing the execution of Change Order #1 with Jones Bros. Dirt and Paving Contractors, Inc. regarding the North Fairgrounds Paving - Loop 250 Mockingbird Lane Project; said change orders to be in the amount of $689,662.76 and to provide for changes to the work, including adjustments to the design, to accommodate unforeseen circumstances affecting the project.

Recommended Action:
Approve

Fiscal Impact:
$298,555.10 is available in the Mockingbird Land Paving Project and $391,107.66 is available in the 2017 Road Bond and will be appropriated for this project.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Resolution 2022-152 awarded the contract for the North Fairgrounds Paving - Loop 250 Mockingbird Lane Project to Jones Bros. Dirt & Paving Contractors, Inc. to address design revisions, remobilization, and inflation impacts resulting from a two-year utility delay. Please see the attached supporting memo from Gabe McClelland, Director of Engineering, for additional information.

Therefore, please consider a motion authorizing the execution of Change Order #1 with Jones Bros. Dirt and Paving Contractors, Inc. regarding the North Fairgrounds Paving- Loop 250 Mockingbird Lane Project; said change orders to be in the amount of $689,662.76 and to provide for changes to the work, including adjustments to the design, to accommodate

unforeseen circumstances affecting the project.

Attachments:

A. Memo to Purchasing
B. Change Order 1

Erika Munoz, General Services	Created/Initiated - 11/5/2025
Regina Stephenson, General Services	Approved - 11/6/2025
Christy Weakland, Finance	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Assistant General Services Director

FROM: Gabe McClelland, Director of Engineering

SUBJECT: North Fairgrounds Paving, Loop 250 - Mockingbird

DATE: 11/3/2025

Please carry a motion to Council for approval of Change Order #1 to Contract #868 with Jones Bros. Dirt and Paving Contractors for the North Fairgrounds Paving, Loop 250 – Mockingbird Lane Project, in the amount of **$689,662.76**. Of this amount, $489,417.79 reflects Change Order #1 from Reece Albert, and the remaining $200,244.97 is requested as contingency for potential additional overruns.

This change order is necessary to complete the project scope and includes adjustments to the design, remobilization to the site, and quantity overruns for embankment materials and placement.

Funding:

$298,555.10 is available in project account 981030-158 and **$391,107.66** is available in the 2017 Road Bond.

CONTRACT CHANGE ORDER

Order No. 1

Date: 11/3/2025

NAME OF PROJECT: North Fairgrounds Paving, Loop 250 - Mockingbird

PROJECT NUMBER: P17-03, Contract 868

OWNER: City of Midland

CONTRACTOR: Jones Bros Dirt & Paving Contractors Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

This change order includes adjustments to the design, remobilization to the site, and quantity overruns for embankment materials and placement.

Change to CONTRACT PRICE:

Original UNIT PRICE CONTRACT: $ 2,758,651.04

Current UNIT PRICE CONTRACT adjusted by previous CHANGE ORDER: $ 2,758,651.04

The UNIT PRICE CONTRACT due to this CHANGE ORDER will be:
☒ (increased) ☐ (decreased) by: $ 689,662.76
The new UNIT PRICE CONTRACT including this CHANGE ORDER will be: $ 3,448,313.80

Change to CONTRACT TIME:

The CONTRACT TIME will be ~~☐ (increased) ☐ (decreased)~~ by: N/A calendar days.

contract time was suspended while construction was halted while the utility conflict was worked out.

Funding Source for CONTRACT CHANGE ORDER Increase:

☐ Account # _____

☒ Project # 981030-158 ($298,555.10

☒ 2017 Road Bond $391,107.66

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.

Requested by: Gabe McClelland/Bobby Wojciechowski

Approved by: _____

Accepted by: _____

City Council Meeting

Item Number: 14.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH HUBER TECHNOLOGY INC., FOR REFURBISHING AND OPTIMIZATION SERVICES FOR ALL HUBER SCREENING CONTROL AND OPERATING UNITS AT THE WATER RECLAMATION FACILITY FOR THE UTILITIES DEPARTMENT FOR A TOTAL COST OF $2,035,448.24; AND AUTHORIZING PAYMENT FOR SAID CONTRACT

Purpose:
Resolution awarding a sole source contract for the refurbishing and optimizing of four (4) existing HUBER Rotary Drum Fine Screens (RPPS) located at the City's Water Reclamation Facility from Huber Technology Inc. for a total cost of $2,035.448.24, with annual payments of $407,085.65.

Recommended Action:
Approve

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

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Staff recommends awarding a sole source contract for the refurbishing and optimizing four (4) existing HUBER Rotary Drum Fine Screens (RPPS) located at the City's Water Reclamation Facility from Huber Technology Inc. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding a sole source contract for the refurbishing and optimizing four (4) existing HUBER Rotary Drum Fine Screens (RPPS) located at the City's Water Reclamation Facility from Huber Technology Inc. for a total cost of $2,035.448.24, with annual payments of $407,085.65.

Attachments:

A. RESOLUTION - Sole Source Contract - Huber Refurbishing and Optimization Services Reso
B. Huber Memo Restoration Contract 11-18-2025
C. CONTRACT - Service Contract.Huber .

Erika Munoz, General Services	Created/Initiated - 11/10/2025
Regina Stephenson, General Services	Approved - 11/10/2025
Christy Weakland, Finance	Approved - 11/10/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH HUBER TECHNOLOGY INC., FOR REFURBISHING AND OPTIMIZATION SERVICES FOR ALL HUBER SCREENING CONTROL AND OPERATING UNITS AT THE WATER RECLAMATION FACILITY FOR THE UTILITIES DEPARTMENT FOR A TOTAL COST OF $2,035,448.24; AND AUTHORIZING PAYMENT FOR SAID CONTRACT

WHEREAS, the Utilities Department utilizes Huber screening systems at the Water Reclamation Facility; and

WHEREAS, Huber Technology, Inc., has agreed to provide the City of Midland with refurbishing and optimization services for the City's Huber screening systems for a five-year period for a total cost of $2,035,448.24; and

WHEREAS, Huber Technology, Inc., is the sole source for refurbishing and optimization services on Huber screening systems;

WHEREAS, the City Council finds the price proposed for said refurbishing and optimization services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a sole-source contract for said refurbishing and optimization services;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source contract with Huber Technology, Inc., for refurbishing and optimization services for the City's Huber screening systems for a five-year period for a total cost of $2,035,448.24. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

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

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Huber Technology, Inc., in accordance with the provisions of the above-referenced

contract from available funds in the Utility Fund 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., 2025, 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

INTEROFFICE MEMORANDUM

To: Erika Munoz, Purchasing Manager
From: Alma McCammond
Date: 11/3/2025

Subject: Recommendation to Award – Five-Year Service Agreement Contract with Huber Technology, Inc.

Dear Erika,

I am recommending the approval of a five-year service agreement with **Huber Technology, Inc.** for the **Performance Optimization and Restoration Service Proposal**, covering all Huber screening control and operating units (including mechanical components) at the Water Reclamation Facility (WRF). This service agreement will provide the WRF with increased functionality, operational safety, and long-term reliability of the equipment while reducing maintenance costs, minimizing the risk of unplanned downtime, and introducing a modern, user-friendly control solution. This investment not only stabilizes current operations but also lays the foundation for efficient and future-proof plant management.

Background & Scope

The proposed project comprises a comprehensive modernization and restoration of the existing Huber screening systems to ensure long-term operational reliability and improved overall wastewater treatment performance. The scope includes:

1. **Control Panel Retrofit Kit** – Replacement of outdated control and switchgear units with new, pre-programmed systems designed to enhance operational safety and minimize downtime.
2. **Performance Optimization Package** – Upgrade of screening baskets from 6 mm to 3 mm perforated plate, significantly increasing screening efficiency and reducing stress on downstream processes.
3. **High-Pressure Basket Cleaning System Retrofit** – Installation of an automated cleaning system to minimize manual maintenance and maintain peak screening efficiency.
4. **Complete RPPS Refurbishment Package** – Replacement of all major mechanical assemblies and wear components, restoring the machines to like-new condition.

Together, these measures will substantially improve system reliability, process efficiency, and energy performance while reducing unplanned maintenance and operational costs.

The total cost of the five-year service agreement is **$2,035,448.24,** with an annual cost of **$407,089.65** to be funded through the Water Reclamation Facility's operating and maintenance budget.

Strategic Alignment

This project supports **Goal 6 of the City of Midland Strategic Plan: Strengthen and Sustain Our Infrastructure**, by advancing the reliability and sustainability of the City's utilities (Goal 6.1), enhancing infrastructure to support long-term operational efficiency and economic growth (Goal 6.2), and modernizing control systems through the integration of automated technologies that improve safety, performance, and resource management (Goal 6.8). The improvements directly benefit the community by ensuring the continuous and reliable operation of the wastewater treatment process, protecting public health, supporting environmental stewardship, and maintaining the quality of life for Midland residents through dependable utility services.

Recommendation

I recommend that the City proceed with Huber Technology, Inc.'s proposal. The project represents a cost-effective, long-term investment in the City's wastewater infrastructure and ensures compliance with current performance standards and future operational requirements.

Please let me know if you have any questions or need additional details.

Sincerely,

Alma S. McCammond,CPM
Assistant Utilities Director

CITY OF MIDLAND
SERVICE CONTRACT
#

THIS CONTRACT, effective this 19th day of November 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and Huber Technology Inc., hereinafter referred to as the "COMPANY".

Projected Annual Cost: $407,089.65

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

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

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

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

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

6. 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, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

7. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

8. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of five (5) years commencing on November 19, 2025, and terminating on November 18, 2030 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of four (4) additional one (1) year periods. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

9. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

10. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

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

11. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

12. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

13. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Huber Technology Inc.
	1009 Airlie Parkway
	Denver, NC 28037

The above addresses may be changed at any time by providing written notice to the other party.

14. **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.

15. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

16. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

17. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

18. **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.

19. 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.

20. 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.

21. **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.

22. **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.

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

24. **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.

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.

26. **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.

27. **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.

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

29. **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.

30. **INSURANCE**

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

31. **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.

32. 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.

33. **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.

34. **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.

35. **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.

36. 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 _____, 2025 personally appeared, _____, an officer of Huber Technology 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 _____, 2025.

_____
Notary Public, State of _____

HUBER
TECHNOLOGY
WASTE WATER Solutions
SERVICE
PROPOSAL

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Your HUBER Service Team – we're here to help!

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HUBER TECHNOLOGY
WASTE WATER Solutions

HUBER Service Statement

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Sole Source
Letter

HUBER Technology, Inc
Standard T&Cs

HUBER Service – Proactive. Solution-Oriented. Always by Your Side.

Choosing a HUBER machine means choosing quality, efficiency – and security. In an industry where uninterrupted operation, regulatory compliance, and economic sustainability intersect every day, success depends not only on technology but also on the people and organizations behind it. At HUBER Technology, Inc., we see ourselves as your long-term service partner, supporting you throughout the entire lifecycle of your equipment – reliably, proactively, and with a commitment to your operational success. Our service philosophy is built on a simple principle: your investment deserves the best protection, your processes deserve the best support – and you deserve the confidence that your system will perform reliably, efficiently, and cost-effectively at all times. This is where we - HUBER Service - come in. We don't offer off-the-shelf services. We deliver tailored solutions that align with your specific operational needs – practical, results-driven, and focused on one clear goal: preserving the long-term value of your HUBER equipment.

Our field service teams are strategically positioned across the United States to respond quickly and effectively whenever support is needed. They are supported by our highly experienced and industry-unique HUBER Service Advisors, who serve as your direct contacts and trusted consultants. What sets our Service Advisors apart is their extensive background as Field Service Technicians. They know your equipment, understand the realities of daily operations, and are skilled at developing practical, reliable solutions. They speak the language of plant operators and act with foresight – aiming not only to provide immediate support but also to deliver long-term operational stability and planning confidence.

Personalized support is at the core of our service commitment.

Our customers value the fact that we do more than respond in emergencies – we think ahead. Through preventive strategies, carefully scheduled maintenance, and technical guidance that goes far beyond spare parts replacement, we help ensure your entire system performs at its best, year after year.

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We also leverage cutting-edge technology to enhance our service delivery. With digital tools, remote support, and augmented reality solutions, we can assist you efficiently – even from a distance – fully integrated into your processes, in real time, with minimal disruption. Combined with our on-site services, this creates a seamless support experience that empowers you with the confidence to act at any time.

To us, service also means taking responsibility for the bigger picture – from installation and commissioning, through preventive maintenance, to complete modernization. Our services not only protect your investment but also enhance the performance and value of your HUBER equipment for years to come – technically, economically, and environmentally. Choosing HUBER is more than acquiring a piece of equipment. It is a decision for a partnership built on trust, for expertise that is always accessible, and for solutions that simplify your operations – not just today, but for decades to come.

HUBER Service is not an add-on – it is part of our commitment to quality. We deliver more than technology – we deliver peace of mind. More than parts – we deliver tailored solutions. And more than support – **we deliver a partnership that lasts the life of your equipment.**

I invite you to experience this difference – and to protect the value of your investment with HUBER Service, now and into the future.

Sincerely,
Juergen Maier
Director of Service and Aftermarket Sales
HUBER Technology, Inc.

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HUBER TECHNOLOGY
WASTE WATER Solutions

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Sole Source Letter

HUBER Technology, Inc Standard T&Cs

City of Midland, TX | HUBER Service – Solution Overview

Pos. 10/1 Control Panel Retrofit Kit

The control and operating units of a machine, like its mechanical components, are subject to natural aging and wear. Over time, this can lead to reduced functionality, decreased operational safety, and, in the worst case, a complete shutdown of the system. In addition to high repair costs, such failures can result in extended downtime and significant disruptions to the entire process flow. Control system failures often occur unexpectedly and can severely impact operations. In many cases, attempts are made to keep the system running through temporary workarounds, which can lead to accelerated wear or even damage to the equipment. The consequences range from costly repairs to avoidable risks for personnel and operations.

The **Control Panel Retrofit Kit** offers an effective and sustainable solution to eliminate these risks—by fully replacing the existing control system with a new, future-ready control and switchgear unit. The scope of work includes the professional removal of the old system, delivery, placement, and installation of the new control and switchgear equipment, complete wiring by a qualified subcontractor, as well as commissioning and functional testing by experienced HUBER service technicians or commissioning specialists. All new control and operating units are factory-configured, pre-programmed, and fully tested to match the specific machine configuration. This ensures a seamless transition back into regular operation immediately after installation, without unnecessary downtime. Upon completion, plant operators receive hands-on training to become familiar with the new, intuitive control system.

→ By investing in the **Control Panel Retrofit Kit**, you will secure the long-term reliability of your equipment, reduce the risk of unplanned downtime, and benefit from a modern, user-friendly control solution. This not only stabilizes current operations but also lays the foundation for efficient and future-proof plant management.

Pos. 20/1 HUBER RPPS Performance Optimization Package

Upgrading an existing perforated plate screen or screening system from 6 mm to 3 mm perforated plate represents a significant step toward improving wastewater treatment performance. Reducing the perforation diameter substantially enhances the screening efficiency, ensuring that a much larger portion of fine solids is retained during the mechanical pretreatment stage. This includes fibrous materials, hygiene products, small organic particles, and other debris that previously passed through the 6 mm openings and placed unnecessary stress on downstream processes. The finer perforations ensure that these materials are

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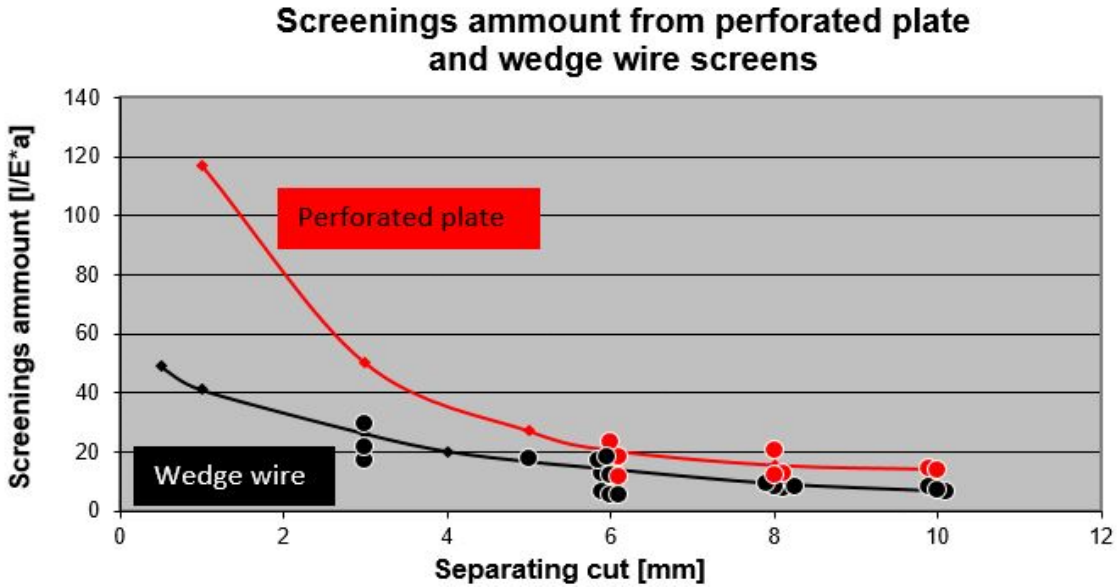
effectively captured and removed from the wastewater flow before they can cause damage or operational issues in subsequent treatment steps. From a technical perspective, reducing the perforation size to 3 mm results in a noticeably higher volume of screenings captured at the preliminary stage of the treatment process. This increased retention capacity directly relieves all downstream components—from pumps and pipelines to aeration basins and sensitive membrane systems. The risk of deposits, ragging, and blockages is significantly reduced, enabling more stable and reliable plant operation. At the same time, the service life of downstream equipment is extended, as it is exposed to lower mechanical and hydraulic stress. Another major benefit is the improved quality of the captured screenings. With finer perforations, the proportion of organic matter in the screenings increases. After appropriate treatment, this organic fraction can be reintroduced into the biological process as a valuable carbon source. This not only reduces disposal requirements but also enhances the biological performance of the plant, particularly in maintaining stable nitrification and denitrification processes. From an economic standpoint, upgrading to 3 mm perforated plate delivers long-term savings. Reduced downtime, fewer malfunctions, and less frequent cleaning translate into lower maintenance costs. Additionally, the reduced load on downstream cleaning and flushing equipment lowers operating material consumption. A consistently more stable operation has a direct positive impact on both operating expenses and overall plant efficiency.

→ By **moving from 6 mm to 3** mm perforated plate, wastewater treatment becomes more efficient, more reliable, and better prepared for future demands. You will benefit from increased operational security, optimized system performance, and significantly reduced follow-up costs—a clear technical and financial advantage that makes this upgrade a sound, future-proof investment.



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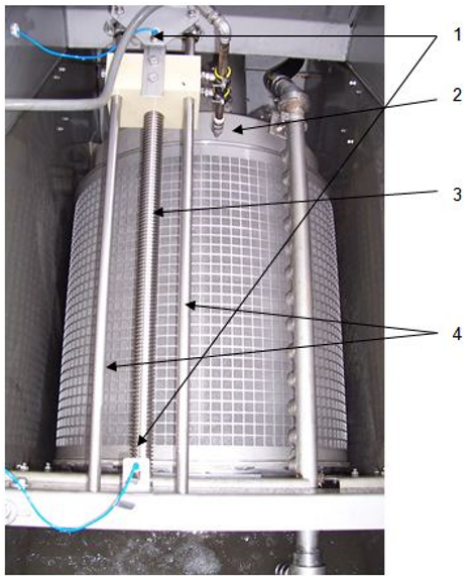
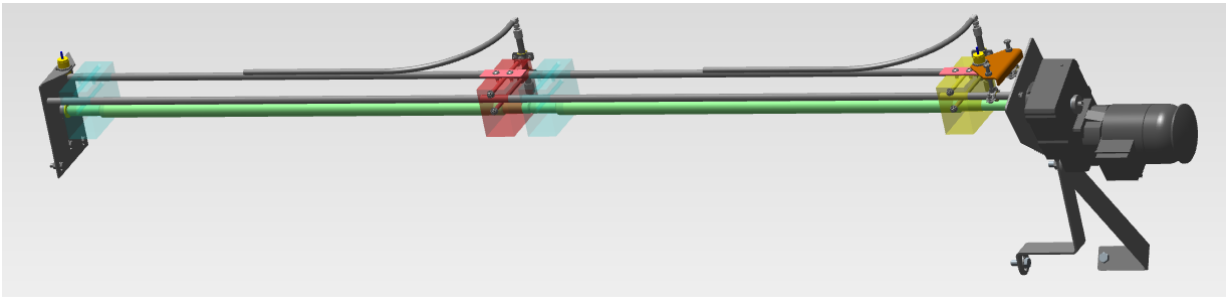
Pos. 30/1 High-Pressure Basket Cleaning System



The optional retrofit of a high-pressure cleaning system for existing HUBER RPPS units provides a significant boost in operational efficiency and cleaning performance. At the core of the system is one, or—starting from size 2000—two high-pressure nozzles **(2)** mounted on a movable carriage. This carriage runs along two robust guide rails **(4)** and is driven by a precision spindle shaft **(3)** connected to a gear motor. While the screening drum rotates continuously, the high-pressure nozzle automatically travels back and forth across the entire screen surface, ensuring uniform and thorough removal of any accumulated material. Start and stop positions are precisely monitored by proximity switches **(1)**, guaranteeing repeatable and energy-efficient cleaning cycles.

The cleaning process is fully automated and can be adjusted to match specific site conditions. As standard, the system operates twice per day, but frequency and duration can be tailored to local wastewater characteristics. Water is supplied by a stationary high-pressure pump operating at over 120 bar (1,740 psi), ensuring reliable removal of even the most stubborn deposits and build-up. From size 2000 onwards, two nozzles operate simultaneously, further shortening cleaning cycles and increasing efficiency.

Each retrofit system is fully pre-assembled at the factory and includes all required mounting hardware and tank modification components. Due to the top-mounted position of the cleaning unit (at 12 o'clock), structural adaptations to the tank are included in the scope of supply. The electrical interface and control integration are covered under position 10 "Control Panel Retrofit Kit" of this offer.



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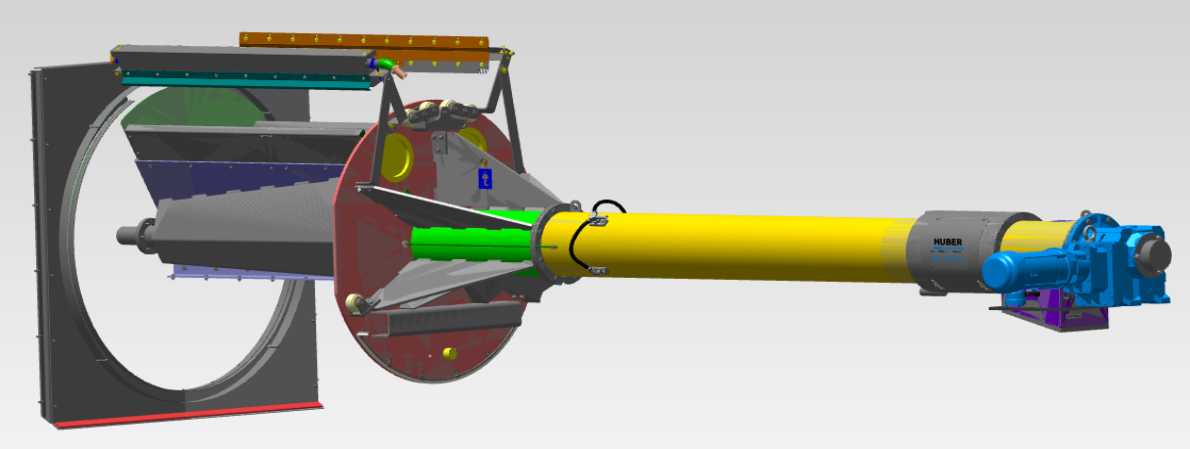
The high-pressure cleaning system is designed to greatly reduce manual cleaning requirements, maintain the screen surface at peak performance, and minimize maintenance effort—even under highly variable load conditions. All components meet HUBER's stringent corrosion resistance and durability standards. The retrofit package includes all necessary materials, installation parts, labor, lifting equipment, and other resources required for integrating four (4) high-pressure cleaning units.

→ By adding this upgrade, you will not only secure consistently high screening performance and operational reliability but also extend the service life of your HUBER equipment while reducing long-term operating costs—an investment that pays off quickly and optimizes plant performance for years to come.

Pos. 40/1 HUBER RPPS Refurbishment Package

The HUBER RPPS Refurbishment Package is designed as a complementary add-on to the "Performance Optimization Package" and ensures the complete restoration of the machine to its original, as-new condition. While the Performance Optimization Package includes only those components directly related to improving screening performance—primarily the replacement of the screening baskets along with the necessary small parts—the **Refurbishment Package** supplies all other mechanical components required for a full renewal of your RPPS units.

This package includes every part—from the smallest fastener to major assemblies such as gear motors, auger shafts, rising pipes, and more. As part of the scope, the rising pipe part 1 will be manufactured to the latest revision standard, representing a significant technical improvement by featuring a bolted perforated plate section in the inlet hopper area, which allows for easy replacement if required. The result is that, upon completion, your system will not only deliver enhanced screening performance but will also be mechanically equivalent to a brand-new HUBER RPPS.



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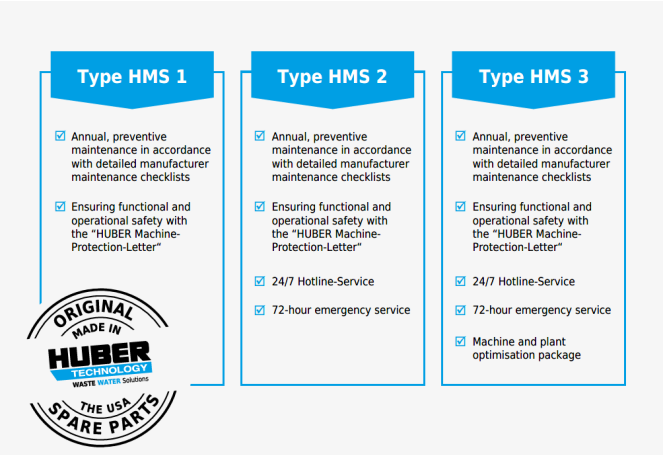
All replacement and wear parts are 100% original HUBER components, ensuring full compatibility, maximum durability, and optimal system availability. All stainless steel components are made of 316L and undergo a full bath pickling and passivation process to provide long-term corrosion resistance even under the most demanding wastewater conditions. The scope of work includes pre-assembly at the factory, disassembly of the existing equipment, installation of the new assemblies, and final commissioning by certified HUBER service technicians. This ensures a fully coordinated process—from manufacturing at the HUBER facility to successful handover at your site.

→ When combined with the Performance Optimization Package, the Refurbishment Package is the ideal solution not only to optimize the screening performance of your RPPS units but also to restore them fully to their original mechanical condition—with the assurance that every component and service meets the highest HUBER quality standards.

HUBER Maintenance Solutions and contracts for your requirements

A HUBER maintenance contract will permanently guarantee you maximum operating reliability for you and your plants at constantly high system performance and at the same time low and calculable operating costs! The contract provides regular, load and status dependent maintenance and detailed inspection by a HUBER service technician. The detailed result of each inspection and maintenance is subsequently exactly documented in a machine-specific HUBER checklist.



It goes without saying that with every HUBER maintenance contract we also guarantee the operational safety and availability of your equipment until the next service date. You get the "HUBER-Machine Performance Commitment" package as a function & operation guarantee to cover this!

As your operational requirements continue to grow, so does our commitment. We evolve with your expectations, because your challenges drive our progress.

Your trust is our promise!

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HUBER TECHNOLOGY
WASTE WATER Solutions

HUBER Service Statement

City of Midland Solution Overview

HUBER Service Proposal C1001606/V1

Sole Source Letter

HUBER Technology, Inc Standard T&Cs

Billing Address
City of Midland
PO Box 1152
Midland, TX 79702-1152
UNITED STATES

Delivery Address
City of Midland
3600 East I-20
Midland, TX 79706
UNITED STATES

OFFER:	**C1001606 / V1**	Date printed:	10/10/25
Your Reference:	Midland, TX (291362) HBR4739 (4) HUBER Rotary Drum Fine Screens RPPS 291362_290301_RPPS 2200 RV6-8 L6600	Our Reference:	Cedric Anthony
		Phone:	+1-704-990-2408
		Email:	Cedric.Anthony@hhusa.net
		Customer No.:	114304

Thank you for your interest in our HUBER Service solutions. This proposal has been prepared following several on-site visits and evaluations carried out by our HUBER Service Advisor, Jay Byrnes. The scope of the proposed items is based on the current condition of your HUBER equipment and tailored to meet the specific and high operational requirements identified during these visits. **The measures outlined are intended to ensure immediate performance optimization while supporting the long-term reliability and availability of your systems.**

We value the opportunity to work with you and look forward to a collaborative and trusted partnership as your preferred service provider.

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	1.00	pcs	10000001 **Control Panel Retrofit Kit - Supply and Installation** - Removal of the existing control panels and related electrical components - Installation of new panels at designated mounting locations - Electrical wiring and interconnection performed by a qualified subcontractor - Includes all necessary installation equipment and handling tools as required - Startup preparation performed by HUBER Service specialists - Incorporation of dedicated power and control interface to accommodate future integration of a high-pressure cleaning system on the main machine; system interface did not previously exist. Prepared interface includes termination points within the control panel and control logic allocation for seamless future implementation. Technical Specifications per Panel: - Climate Control Package: -- Integrated air conditioning unit -- Sunshield for UV protection -- NEMA 4X enclosure rating -- Corrosion protection package for extended durability - Pressure Sensor Level Control Package:	250,200.00	**230,184.00** **Discount 8%**

Offer:	**C1001606**
Date printed:	8/7/25
Page:	2 (8)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			-- Pressure transmitter (range: 0–2 psi) -- 100 ft pre-wired connection cable -- Single barrier relay -- Allen-Bradley Micro I/O card for accurate signal integration - Single Float Switch Level Control Package: -- Single float switch for level control -- Pre-mounted with wiring interface to control panel		
20/1	1.00	pcs	10000001 **HUBER RPPS Performance Optimization Package** - Supply and replacement of four (4) screening baskets for the existing HUBER RPPS units - Upgrade includes conversion from current perforation size of 6 mm to reduced perforation of 4 mm or 3 mm, targeting significantly enhanced solids separation efficiency - Final perforation size to be determined based on site-specific Total Suspended Solids (TSS) data and hydraulic performance assessment - Current evaluations suggest reduction to 3 mm is feasible without causing significant hydraulic loss - Scope includes delivery, removal of four (4) existing baskets, installation of four (4) new baskets, as well as all required consumables and installation resources - Only original HUBER spare and wear parts used to ensure full compatibility and highest material integrity - All stainless steel components (316L) undergo full bath pickling and surface passivation for maximum corrosion resistance	814,620.00	**749,450.40** **Discount 8%**
30/1	1.00	pcs	10000001 **(Optional):** High-Pressure Baket Cleaning System (4 Units) - Retrofit kit for the integration of four (4) high-pressure cleaning systems on existing HUBER RPPS units - Each system is pre-assembled at the factory and includes all required mounting hardware and tank modification components - Installation requires structural adaptation of the existing tanks due to top-mounted (12 o'clock) cleaning unit positioning; tank elevation included in scope - Electrical and control interface preparation is covered under position 10 "Control Panel Retrofit Kit"of this offer - Cleaning systems operate fully automatically with over 120 bar (1,740 psi) water pressure to ensure effective removal of accumulated material from the screening surface - Package includes all necessary installation resources such as labor, materials, and lifting equipment - Designed to reduce manual maintenance frequency and maintain consistent screening performance under varying load conditions - All components meet HUBER standards for corrosion resistance	100,737.00	**92,678.04** **Discount 8%**

Offer:	**C1001606**
Date printed:	8/7/25
Page:	3 (8)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			and long-term durability in wastewater environments		
40/1	1.00	pcs	10000001 **Huber RPPS Refurbishment Package** *--> Only valid in conbination with position 20:* *"HUBER RPPS Performance Optimization Package"* - Restoration of original mechanical and functional condition for four (4) HUBER RPPS screening systems - Supply of four (4) fully preassembled HUBER RPPS units, manufactured and tested at the HUBER facility in Denver, NC - Replacement of existing equipment with new units on site, including disassembly, installation, and commissioning by certified HUBER service technicians - Package includes all necessary mechanical components, fasteners, wear parts, transport crates and installation tools - All spare and wear parts are 100% original HUBER components to ensure full compatibility, durability, and optimal system availability - All stainless steel parts are made of 316L and undergo full bath pickling and surface passivation to ensure long-term corrosion resistance in demanding wastewater environments	1,022,865.00	**941,035.80** **Discount 8%**
50/1	1.00	pcs	10000002 **Delivery Cost from Denver, NC to Midland, TX**	22,100.00	**22,100.00** 0%

Total net	**USD**	**2,035,448.24**
Including Sales Tax	**USD**	**0.00**
Total gross	**USD**	**2,035,448.24**

Additional tariffs, import duties, or other government-imposed charges introduced after a quote or order has been placed are not included in our pricing and will be invoiced separately to the customer. HUBER Technology Inc. will inform customers of relevant changes to the best of our knowledge and economic feasibility.

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 60 days - Due to the current economic environment and ongoing fluctuations in the availability and pricing of raw materials, our prices are reviewed and updated on a daily basis. Please note that this deviates from our standard 30-day validity period. We appreciate your understanding, as longer-term price commitments are unfortunately not possible at this time.

Delivery time: 6 to 8 month - In alignment with the current offer validity, a dedicated production slot has been provisionally reserved for the Midland, TX project. As of today, this slot ensures completion and delivery by April 2026. In the event of a later order placement (e.g., early October), delivery is expected to shift accordingly to June/July 2026.

Payment terms: This proposal represents a 5-Year Service Agreement (2025–2029) with a total value of USD 2,035,448.24, payable in five equal annual installments of USD 407,089.65 each.

The first payment is due upon order confirmation and start of service in October 2025.
Each subsequent annual payment (2026–2029) is due within 30 days of the service year start in October.

Payments follow the agreed invoicing schedule and are not dependent on completion of prior service years.

HUBER TECHNOLOGY
WASTE WATER Solutions

HUBER Service Statement

City of Midland Solution Overview

HUBER Service Proposal C1001606/V1

Sole Source Letter

HUBER Technology, Inc Standard T&Cs

August 2025

Subject: Sole Source Letter – HUBER Rotamat® Perforated Plate Screen RPPS

City of Midland, TX:

This letter serves as formal confirmation that **HUBER SE** and its wholly owned subsidiary **HUBER Technology, Inc. - based in Denver, NC -** are the **sole manufacturers and authorized suppliers** of all **HUBER** products, including the **HUBER Rotamat® Perforated Plate Screen RPPS**, within the United States of America.

To ensure the highest operational performance, safety, and longevity of your equipment, only original HUBER parts shall be used. The use of genuine HUBER parts guarantees:

- **100% dimensional accuracy** for a perfect fit and seamless integration.
- **Defect-free functionality**, ensuring consistent performance.
- **Compliance with all safety inspections** as per manufacturer standards.
- **Long-term operational reliability**, resulting in lower life-cycle and maintenance costs.

All original HUBER components are manufactured with carefully selected materials and undergo precise stainless steel pickling and passivation processes, ensuring maximum corrosion resistance even under demanding wastewater treatment conditions. Furthermore, all HUBER service technicians are factory-trained and certified to perform installation, maintenance, and repair services to manufacturer specifications. This ensures that every service intervention maintains the full integrity and performance of the equipment.

Based on the above, procurement of HUBER Rotamat® Perforated Plate Screen RPPS units and HUBER original parts can only be fulfilled directly through HUBER Technology, Inc.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Juergen Maier
Director of Service and Aftermarket Sales
HUBER Technology, Inc.

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HUBER TECHNOLOGY, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT/ORDERS.

Unless otherwise noted in Exhibit A of the Proposal, this Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated 6/30/2025.

This agreement (the "Agreement") is between HUBER Technology, Inc., ("HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. Scope of Supply/Work and Ancillary Equipment

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned HUBER's Scope of Supply, such as motors, drives, controls, supports, piping, or otherwise, are to be supplied via additional quotation separate from this offering.

HUBER will use HUBER products or HUBER standards and colors whenever possible unless specifically called out in the quotation.

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with HUBER and agreed upon in writing. If HUBER mechanical and electrical specifications are changed, performance of HUBER equipment may be affected. If Purchaser fails to provide intake materials consistent with those in the specifications and Proposal, performance of HUBER's

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equipment cannot be guaranteed. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply in the form of a Change Order and as stated below under Article 9 Submittals.

Control Panel design (if a part of the manufacturers scope of work) is based on the specification provided and is inclusive to meet the requirements of a vendor-designed panel, whereas the components and the factory testing of the panel will meet the manufacturer's requirements for function and warranty. Additional requirements or sections of the specification to meet local authority requirements or control panel designs unrelated to the equipment section, including special labeling, testing, or integration, have not been included.
Factory testing documents will be based on HUBER (or their designated vendors') typical testing forms, modified to match the scope of the equipment outlined in this quote. If specific custom testing forms are required, example documents will need to be provided and evaluated to determine if there will be an impact to project cost.

If customer elects to supply control panel(s) for HUBER equipment, HUBER will supply the following information with their submittal: Site specific standard HUBER equipment PID for equipment being delivered, detailed control strategy for HUBER supplied equipment, setpoint names, typical ranges, and initial values, submittal comments outlining any concerns with HUBER equipment requirements as it pertains to project plans and specifications. No additional information other than these items will be shared/reviewed by HUBER during the submittal stage.

3. Exclusions Includes:

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Rental of Vacuum Trucks, pumping trucks or any other methods for cleaning and removing sludge, water, waste or the like
- Validation and/or testing of third party or ancillary systems such as polymer dosing, fans, air balancing and the like.
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).
- All other items not specifically described in HUBER scope of supply
- Witnessed factory testing, and site testing and commissioning are not included unless otherwise noted. In addition, custom forms, submittals, and programming, are not included. These items are available as needed and HUBER can provide pricing for these items upon request.

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- Customer travel expenses associated with witnessed factory testing (if applicable).
- If outlined explicitly in the OEM process equipment specification(s), control system spare parts *will* be included. Any spare parts will be specifically limited to those items named in OEM equipment specifications. Spare I&C components listed in referenced specification sections are specifically NOT included, as these items are assumed to be provided by the Contractor and/or Systems Integrator. If asked to supply these items after a Purchase Order has been issued, HUBER can offer these items via change order.
- Control panel seismic analysis, loop diagrams, harmonic studies, electrical site studies, PLC logic diagrams, flow charts, project specific P&ID's, ISA data sheets, point-to-point wiring diagrams, etc. unless specifically stated otherwise.
- Software *licenses* for the PLC/HMI program are not included unless stated otherwise. These items are available for additional price adder upon request.

4. Abrasion or Corrosive Materials

All of HUBER's machines, control panels, and systems are manufactured from 304L or 316L grade stainless steel. Purchaser expressly acknowledges that HUBER has no control over the environment or materials where the HUBER equipment will be installed. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such structural abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H_2S) in the equipment operating environment shall be kept below the following values:

- Maximum Chloride for V2A (304, 304L)* 100mg/L
- Maximum Chloride for V4A (316L, 316Ti)* 400mg/L
- Maximum Chloride for V4A (316L, 316Ti)** 250mg/L
- pH Value of the Wastewater/Washwater >6.5
- Iron Content in Washwater <0.50mg/L

* NO hydrogen sulfide present in the area of the stainless steel

** Maximum hydrogen sulfide content of 6 ppm present in the area of the stainless steel Control panels are to be located in an environment free from hydrogen sulfide, and tin plated copper wiring is recommended for all customer field wiring installations.

Upon specific request and HUBER approval, machines may be made from Duplex grade stainless steel at an additional price for extremely harsh operating environments.

5. PRICES.

Prices are in U.S. Dollars unless noted otherwise. Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire thirty (30) calendar days from the date of quotation unless specified otherwise. After expiration of validity HUBER reserves the right to adjust pricing to take into account any increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc. The determination to increase pricing due to increased material costs is within HUBER's sole discretion. Due to the **current**

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volatility of raw materials and shipping HUBER cannot guarantee to hold prices beyond the validity date. HUBER therefore reserves the right to adjust our pricing at time of order. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. Price does not include installation or building modifications. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

Equipment prices broken out on the HUBER proposal for convenience are only valid when packaged together.

6. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser and terminate any agreement between the parties, even though partial payment for such undelivered goods or services may have already been received by HUBER. At any time prior to or after the commencement of delivery or work pursuant to the Agreement, HUBER may request that Purchaser provide reasonable documentation demonstrating that Purchaser has the ability to perform all payment obligations specified herein.

Progress payments are as follows:

- 20% upon delivery of submittals (net 30 days)
- 75% upon delivery of equipment (net 30 days)
- 5 % upon startup of equipment (net 30 days)

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

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HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement and terminate this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

7. RETAINAGE.

There shall be no retainage under this Agreement.

8. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. In the event that any tariffs, taxes, or import duties are imposed between the goods purchased to the time of shipment, the cost of these charges will be passed on to the Purchaser. If the Purchaser does not accept the additional costs or if the Purchaser is unable to fulfill these payment obligations, HUBER reserves the right to cancel the order and issue a refund on invoices paid up to the time of cancellation, after deducting any related direct cost that HUBER has incurred to the date of cancellation. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010

Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

9. Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- An electronic copy of the Submittals will be provided via HUBER Share four (4) to six (6) weeks after acceptance of a written purchase order and receipt of all technical information
- For projects exceeding $1 million in total value, involving five (5) or more major equipment components, or requiring fulfillment under multiple purchase orders, the standard submittal delivery timeline shall be a minimum of six (6) to eight (8) weeks from the date of receipt of a complete and executed purchase order, inclusive of all required technical, commercial, and project-specific information. Submittals may be delivered in staged packages, grouped by system or purchase order structure, at the discretion of the Supplier to support efficient and timely project execution.
- Operation & Maintenance (O&M) manuals will be provided electronically via HUBER Share prior to equipment startup.
- Printed hard copies of the submittals and/or O&M manuals are available at an additional cost.
- Custom submittal or O&M formats outside of the HUBER Standard are available for an additional cost.
- HUBER's standard submittal documents, programming (as applicable), testing procedure, and O&M documentation have included for all equipment, and any controls which are included in the HUBER Scope of Supply.

CHANGES TO DELIVERY DATE MAY RESULT IF THESE ITEMS ARE NOT ADDRESSED (If applicable).

- All necessary information including, but not limited to, up-to-date layouts, technical specifications, prints and pertinent specifications. These must be in AutoCAD DWG, DXF, IGES or STEP format and be supplied within 1 Week (5 business days) of P.O. receipt, or equipment prices and delivery may be impacted. A more specific date will be set upon the Seller's acknowledgment of the Buyer's order, and is subject to Seller's timely receipt of all conformed drawings, specification, and other information necessary for the design, manufacture, and factory witness test of the machine or product, if applicable. Seller shall not be liable to the buyer for any loss or damage direct or consequential due to any delay in delivery.
- Submittals. After receipt of the d submittal(s), they must be approved as is, or changes noted, and signed by the buyer. The buyer must return the signed approval submittal(s) to HUBER Technology within 4 weeks (20 business days) of receipt. HUBER Technology will exercise its knowledge and experience by performing an internal design review, bypassing a customer review process. This requirement may be required if the delivery date is to be achieved. Any changes in the process after purchase order is issued may result in a later delivery date, change order, or an addendum to the proposal. All changes must appear in writing using

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HUBER Technology C.O. (Change Order) form and signed by a representative of both HUBER Technology and the buyer before any changes can be made.

- Timing:
    - Project schedule is based upon the following: Customer approval or changes noted on Approval Submittal within 4 weeks (20 business days) of Submittal receipt.
    - In cases where changes or comments are noted, HUBER to supply resubmittal within 4 weeks (20 business days) of receipt of comments. Customer approval or changes noted on Approval Submittal within 2 weeks (10 business days) of Submittal receipt.
    - Any delays in the above approvals can impact overall project timing. HUBER Technology reserves the right to adjust project schedule based on customer delays to these milestones. Please note, each day late can result in up to a 2 day delay to project delivery. [Example: Submittal comments received 9 weeks after receipt (5 weeks (25 work days) past the due date) can result in up to a 10 week (50 work day) shift to the delivery schedule.]
    - Delays in customer milestones exceeding 6 weeks are subject to re-quote. NOTE: Changes or comments not captured in the scope may require a change order and can impact project schedule and cost. If submittals are not finally approved within 6 months of initial submission, this order is subject to change order for increase cost if necessary.
    - Any delay in the above-referenced process that is not solely due to the Seller's omissions and errors shall not be a basis for delay damages. Seller expressly reserves the right to increase costs and charge for costs relating to any delays not solely attributable for the Seller in the submittal process.
    - It is the responsibility of the purchaser to ensure timely approval of submittals in accordance with these terms. By accepting this purchase order, the purchaser agrees to accept delivery of the goods within 18 months from the execution date of the purchase order. Failure to accept delivery within this timeframe may result in the order being subject to a change order, which may include revised pricing and/or cancellation of the order at the discretion of the seller.

10. Project Management

HUBER will assigned a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Main point of contact for communication, for submittals, and shall make adjustments at their discretion.
- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

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- No contractual warranty or indemnity relating to any service performed by Project Manager is extended to HUBER, nor are any Project Managers authorized to bind HUBER with any oral representations or statements in conflict with this Agreement.

11. PURCHASER CANCELLATION

If at any time prior to delivery of equipment, the Purchaser terminates this Agreement and/or refuses delivery, HUBER shall be entitled to receive all costs incurred during the design and manufacturing of the equipment, all costs and expenses incurred in disposing of the equipment, all costs resulting from the cancellation of any agreements with relevant suppliers and all anticipated overhead and profit on the equipment outlined in the Agreement.

12. DELIVERY & INSTALLATION.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER; embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery or installation, where applicable.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser. If HUBER undertakes storage of

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the equipment, the Purchaser shall pay an additional $3.00 per sq-ft (palletized and crated size) and an additional weekly value for each week storage continues as outlined below:

Total P.O. Value	Value added storage fees
≤ $50,000	$175
$50,001-$100,000	$340
$100,001-$250,000	$625
$250,001-$500,000	$1,350
$500,001-$1,000,000	$2,700
>$1,000,000	Calculated per project

All amounts outlined above for storage shall be billed to the Purchaser at the time it is willing and able to accept delivery of the equipment. The storage fee shall be due upon receipt of the HUBER invoice and is a condition precedent to delivery of the equipment.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

13. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

14. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for installation inspection, start-up, observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed

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at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

An authorized HUBER Service Technician will be scheduled to provide start-up and commission assistance. To meet demand, HUBER may, at its sole discretion, source from an available international network of authorized technicians. HUBER is able to quote additional installation, start-up supervision, and training, which is not specifically included in the scope of supply, at the Purchaser's written request. For such additional services Purchaser shall pay the current per daily rate, per diem, and expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends and/or holidays.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Representative located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced. The full net invoice is payable within thirty (30) days of receipt by Purchaser.
- In the event of on-site delays which are beyond HUBER's control, including proper installation, training and start-up, additional charges will be invoiced the current hourly rate, plus expenses).
- Please note that once startup services are scheduled, this time is reserved exclusively for that service(s). Cancellation and/or rescheduling prior to the scheduled dates are subject to airline change fee(s) plus the differences in the cost for the new airline ticket(s) and any additional expenses that may occur (including hotel cancellation fees and airline agent fees).

HUBER requires clients to maintain at least one employee or site representative onsite whenever a HUBER representative may be required to work. This includes the commencement of work after normal business operation hours. It is the responsibility of site employee and or site representative to maintain all regulated safety standards and requirements for the project site. If a site representative or site employee is unable to remain on site after hours, HUBER Representatives will stop all work at that time to return when a site representative or employee is available to be on site. Furthermore, if a HUBER Representative encounters an unsafe work environment that HUBER Representative is required to stop all work and report the unsafe items to the site representative and stand by until these items are deemed safe for work to continue. As the schedule for work commencement is set prior to the start of work any travel changes and or additional hours needed to complete the approved scope due to delay or stoppage of work caused by actions or lack of action from the site representative of will require a change order and will be billed accordingly.

15. SHIPMENT/RISK OF LOSS.

Freight is delivered with duty paid (D.D.P.) to Job site. HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of

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services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

HUBER will make commercially reasonable efforts to maintain the following schedule:

- Equipment delivery 22-30 weeks after approved submittals and notice to proceed.
- Operation & Maintenance (O&M) manuals will be provided electronically via HUBER Share prior to equipment startup. Printed hard copies of the O&M manuals are available at an additional cost.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice. Under no circumstances, shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated, or other damages for delay in delivery.

Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

16. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

17. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation and start-up assuming the equipment has completed start-up within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER

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will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, LIQUIDATED, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

18. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or a refund pursuant to the Paragraph 19 herein..

19. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim other than Limited Warranty claim as outlined in Paragraph 18, including but not limited to any loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, tort (including negligence) or other grounds, shall not exceed 10% of the purchase price of such goods or services or part thereof involved in the claim. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction. **EXCEPT FOR A CLAIM UNDER THE LIMITED WARRANTY DURING THE WARRANTY PERIOD RELATED TO REPLACEMENT, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 10% OF THE PURCHASE PRICE.**

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF

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PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, to the extent permitted by law, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods to the fullest extent of the law.

20. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

21. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

22. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of Texas, without regard to its conflict of law provisions. Venue is proper only in the courts of Midland County, Texas.

23. NON-BINDING MEDIATION

Any controversy or claim arising out of or relating to this Contract or its breach shall be subject to non-binding mediation to take place in Midland, Texas with a mutually agreed upon mediator. The costs of said mediation shall be borne entirely by the Party initiating the mediation, but may be divided among the Parties as agreed to in the mediation.

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24. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

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City Council Meeting

Item Number: 15.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION RATIFYING AND APPROVING CERTAIN EMERGENCY SEWER MAIN MANHOLE REPAIRS ALONG SCHARBAUER DRIVE BY MIDESSA UNDERGROUND, LLC, FOR A TOTAL COST OF $136,513.19; AND AUTHORIZING PAYMENT FOR SAID REPAIRS

Purpose:
Resolution ratifying the purchase and approving payment for emergency sewer main manhole repairs along Scharbauer performed by Midessa Underground, LLC, for a total cost of $136,513.19.

Recommended Action:
Approve

Fiscal Impact:
Funding is available in the Water and Sewer unappropriated fund balance and will be appropriated for this purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
Midessa Underground, LLC was called for the emergency sewer main manhole repairs along Scharbauer. Midessa Underground, LLC performed the removal and replacement of the manhole. 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 sewer main manhole repairs along Scharbauer performed by Midessa Underground, LLC, for a total cost of $136,513.19.

Attachments:
A. Justification Memo Scharbauer
B. RESOLUTION - Ratify - Emergency Manhole Repair
C. EXHIBIT A - Midessa Invoice
D. Midessa Invoice

Erika Munoz, General Services	Created/Initiated - 11/6/2025
Regina Stephenson, General Services	Approved - 11/6/2025
Christy Weakland, Finance	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

JUSTIFICATION MEMORANDUM

To: Purchasing Department
From: Water and Wastewater Division Superintendent, Rex Swearinger
Date: October 27, 2025
Subject: Emergency Sewer Manhole Repair

This memo explains the emergency work completed by Midessa Underground LLC on October of 2025. The work involved repairing a damaged manhole on Scharbauer.

The failure was unexpected and created road safety concerns, traffic disruption, and risk of further infrastructure damage. Immediate replacement was necessary to ensure public safety and maintain proper sewer system function.

Reason for selecting Midessa Underground LLC:

- They were available to respond immediately.
- They have extensive experience with this type of infrastructure work.
- They have a proven history of successful projects with the City of Midland.
- The emergency nature of the situation did not allow time for the standard bidding process.

For any questions, please contact Rex Swearinger at 432-685-7268.

RESOLUTION NO. _____

RESOLUTION RATIFYING AND APPROVING CERTAIN EMERGENCY SEWER MAIN MANHOLE REPAIRS ALONG SCHARBAUER DRIVE BY MIDESSA UNDERGROUND, LLC, FOR A TOTAL COST OF $136,513.19; AND AUTHORIZING PAYMENT FOR SAID REPAIRS

WHEREAS, a manhole located on Scharbauer Drive was damaged, which created safety concerns, traffic disruption, and the risk of further infrastructure damage; and

WHEREAS, Midessa Underground, LLC, was the emergency utility contractor called on to perform the emergency sewer main manhole repairs; and

WHEREAS, Midessa Underground, LLC, agreed to provide the emergency sewer main manhole repairs for a total cost of $136,513.19 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 damage constitutes unforeseen damage to public machinery, equipment, or other property as contemplated by Tex. Loc. Gov’t Code § 252.022(a)(3); and

WHEREAS, the City Council finds it to be in the public interest to ratify and approve said emergency sewer main manhole repairs provided by Midessa Underground, LLC, for a total cost of $136,513.19;

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

SECTION ONE. That the above-referenced emergency sewer main manhole repairs performed by Midessa Underground, LLC, at a total cost of $136,513.19 are hereby ratified and approved.

SECTION TWO. That $136,513.19 is available in the Water and Sewer unappropriated fund balance.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Midessa Underground, LLC, from available funds in the Water and Sewer unappropriated fund balance 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., 2025, 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

Midessa Underground

104 West Estes Avenue
Midland, TX 79701

Bill To
eybarra@midlandtexas.gov

Progress Invoice

Date	Invoice #
10/27/2025	225

P.O. No.	Payment On Reciept
Emergency Repair	Emergency Sewer Manhole Repair on Scharbauer

10/7/2025

Item	Description	Inv Qty	Rate	Amount
Labor	Foreman	102	75.00	7,650.00
	Laborers	960	50.00	48,000.00
Equipment	Excavator	77	100.00	7,700.00
	Backhoe	77	100.00	7,700.00
	Skid Steer	102	75.00	7,650.00
	Dump Truck	102	75.00	7,650.00
	Water Truck	102	75.00	7,650.00
	Motor Broom	0	75.00	0.00
Materials	Material			27,513.19
	Bypass			15,000.00

Subtotal	136,513.19
Sales Tax (8%)	0.00
Total	136,513.19
Payments	0.00
Balance Due	136,513.19

Phone Number	Email
Alex Nieto 432 803-7052	Midessa3@gmail.com

Exhibit "A"

Midessa Underground

104 West Estes Avenue
Midland, TX 79701

Bill To
eybarra@midlandtexas.gov

Progress Invoice

Date	Invoice #
10/27/2025	225

P.O. No.	Payment On Reciept
Emergency Repair	Emergency Sewer Manhole Repair on Scharbauer

10/7/2025

Item	Description	Inv Qty	Rate	Amount
Labor	Foreman	102	75.00	7,650.00
	Laborers	960	50.00	48,000.00
Equipment	Excavator	77	100.00	7,700.00
	Backhoe	77	100.00	7,700.00
	Skid Steer	102	75.00	7,650.00
	Dump Truck	102	75.00	7,650.00
	Water Truck	102	75.00	7,650.00
	Motor Broom	0	75.00	0.00
Materials	Material			27,513.19
	Bypass			15,000.00

Subtotal	136,513.19
Sales Tax (8%)	0.00
Total	136,513.19
Payments	0.00
Balance Due	136,513.19

Phone Number	Email
Alex Nieto 432 803-7052	Midessa3@gmail.com

City Council Meeting

Item Number: 16.
Meeting Date: November 18, 2025
To: City Council
From: Erika Munoz, Assistant General Services Director
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF POLYMER, COPPER SULFATE, AND GYPSUM NEEDED FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2026 FROM MULTIPLE BIDDERS FOR A TOTAL COST OF $778,345.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

Purpose:
Resolution approving the purchase of an estimated annual supply of Polymer, Copper Sulfate, and Gypsum for the Water Reclamation Facility for Fiscal Year 2026, in the amount of $778,345.00, for the Utilities Department.

Recommended Action:
Approve

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

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
The City Manager approved specifications and authorized advertisement for bids for an estimated annual supply of Polymer, Copper Sulfate, and Gypsum for the Water Reclamation Facility. Two hundred ninty-five (295) bid requests were issued. We received five (5) bids. Staff recommends awarding each chemical to the respective low, most advantageous or sole bidders as shown in the table below. Please see the attached memo from Alma McCammond, Assistant Utilities Director, for more information.

Therefore, please consider a resolution awarding an estimated annual supply of chemicals for the Water Reclamation Facility as shown in the table below:

Items	Bidders	Cost
1	Polydyne Inc. of Riceboro, GA	$268,200.00
2	Catalynt Solutions Inc. of Edmonds, WA	$54,145.00
3	Miko Services & Mak Logistics of Midland, TX	$456,000.00
	Total estimated cost for Fiscal Year 2026	**$778,345.00**

Attachments:

A. Annual Chemicals WRF Memo 11-18-2025
B. RESOLUTION - Annual Supply Water Reclamation Facility Reso
C. EXHIBIT A - Bid Tab- 26000033 Exh to Reso
D. Bid Tab- 26000033

Erika Munoz, General Services	Created/Initiated - 11/5/2025
Regina Stephenson, General Services	Approved - 11/6/2025
Christy Weakland, Finance	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

INTEROFFICE MEMORANDUM

To: Erika Munoz, Purchasing Manager
From: Alma McCammond
Date: 11/3/2025

Subject: Recommendation to Award – Annual Chemicals for Water Reclamation Facility.

Dear Erika,

I am recommending the approval of annual chemical supply contracts necessary to support the treatment processes at the Water Reclamation Facility (WRF) and ensure continued compliance with all applicable regulatory requirements. These chemicals will ensure and maintain uninterrupted operations and secure cost-effective supply contracts. Based on the bid results, staff recommends awarding the contracts to **Polydyne, Inc.** for polymer, **Catalynt Solutions** for copper sulfate, and **Miko Services** and **Mak Logistics** for gypsum.

Background & Scope

These chemicals are essential to maintain effective wastewater treatment operations and ensure the City continues to meet discharge permit standards and regulatory obligations. A total of **295 bid requests** were issued. **Five bids** were received, **two vendors submitted "no bids,"** and **293 bidders did not respond.**

Bid Summary and Recommendation

Based on the results of the competitive bid process, staff recommends awarding contracts for the following items:

1. **Annual Supply of Polymer – 180,000 lbs**
   Recommended Vendor: *Polydyne, Inc.*
   From the two companies that submitted bids, Polydyne was the only vendor that provided a bid for the specified polymer formulation (Addendum 1 distributed to all bidders through EUNA).
2. **Annual Supply of Copper Sulfate – 490.50 lbs**
   Recommended Vendor: *Catalynt Solutions*
   Awarded to the lowest responsive and responsible bidder.
3. **Annual Supply of Gypsum – 400 tons**
   Recommended Vendors: *Miko Services* and *Mak Logistics*
   Only qualified bidders for the specified product and delivery requirements.

Strategic Alignment

This project supports **Goal 6 of the City of Midland Strategic Plan: Strengthen and Sustain Our Infrastructure**, by advancing the reliability and sustainability of the City's utilities (Goal 6.1) and maintaining operational efficiency through cost-effective procurement of essential materials. These supplies are critical to protecting public health, preserving environmental compliance, and maintaining the quality of life for Midland residents through reliable wastewater treatment services.

Recommendation

I am recommending the approval of the bid awards for annual chemical supply contracts to **Polydyne, Inc.** for polymer, **Catalynt Solutions** for copper sulfate, and **Miko Services** and **Mak Logistics** for gypsum, in the amount of **$778,345.00**. These contracts will ensure the Water Reclamation Facility continues to operate efficiently, meet regulatory standards, and maintain uninterrupted service to the community. The project represents a cost-effective, long-term investment in the City's wastewater infrastructure and ensures compliance with current performance standards and future operational requirements.

Please let me know if you have any questions or need additional details.

Sincerely,

Alma S. McCammond,CPM
Assistant Utilities Director

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF POLYMER, COPPER SULFATE, AND GYPSUM NEEDED FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2026 FROM MULTIPLE BIDDERS FOR A TOTAL COST OF $778,345.00; AND AUTHORIZING PAYMENT FOR SAID PURCHASE

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for the estimated annual supply of polymer, copper sulfate, and gypsum for the Water Reclamation Facility for fiscal year 2026; and

WHEREAS, Bid No. 2600033 was opened on October 22, 2025, with the lowest and/or most advantageous bids being submitted by the following bidders, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes:

Item	Dealership	Total Cost
1	Polydyne, Inc. of Riceboro, Georgia	$268,200.00
2	Catalynt Solutions Inc. of Edmonds, Washington	$54,145.00
3	Miko Services & Mak Logistics of Midland, Texas	$456,000.00
	Total estimated cost for Fiscal Year 2026	**$778,345.00**

WHEREAS, the City Council finds the prices proposed by the respective bidders to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said chemicals from the respective bidders listed herein;

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 estimated annual supply of polymer, copper sulfate, and gypsum for the Water Reclamation Facility from the respective bidders listed herein for a total cost of $778,345.00.

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

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay the bidders the respective amounts listed herein for said chemicals from available

funds in the Utility Fund 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., 2025, 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

Bid Opening: October 22, 2025

2600033 Annual Supply Chemicals WRF

			Catalynt Solutions		Chemrite, Inc.		Miko Services & Mak Logistics		Polydyne Inc.		REDEYE CHEMS	
		Total Cost	**$54,145.00**		**$67,375.00**		**$541,260.00**		**$268,200.00**		**$223,200.00**	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Annual Supply of Polymer- 180,000lbs in 2300lb. IBC	180000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$1.49	$268,200.00	$1.24	$223,200.00
#0-2	Annual Supply of Copper Sulfate – 490 50 Ib. bags of Copper Sulfate or like lower algae in storage ponds	24500	$2.21	$54,145.00	$2.75	$67,375.00	$3.48	$85,260.00	No Bid	No Bid	No Bid	No Bid
#0-3	Annual Supply of Gypsum – 400-ton Gypsum –Pelletized, bulk delivered in 100-ton increments	400	No Bid	No Bid	No Bid	No Bid	$1,140.00	$456,000.00	No Bid	No Bid	No Bid	No Bid

Bid Summary

295 Bid Requests were issued
5 Bids are listed above
2 No bids were received
293 Bidders did not respond

Exhibit "A"

Bid Opening: October 22, 2025

2600033 Annual Supply Chemicals WRF

			Catalynt Solutions		Chemrite, Inc.		Miko Services & Mak Logistics		Polydyne Inc.		REDEYE CHEMS	
		Total Cost	**$54,145.00**		**$67,375.00**		**$541,260.00**		**$268,200.00**		**$223,200.00**	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Annual Supply of Polymer- 180,000lbs in 2300lb. IBC	180000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$1.49	$268,200.00	$1.24	$223,200.00
#0-2	Annual Supply of Copper Sulfate – 490 50 Ib. bags of Copper Sulfate or like lower algae in storage ponds	24500	$2.21	$54,145.00	$2.75	$67,375.00	$3.48	$85,260.00	No Bid	No Bid	No Bid	No Bid
#0-3	Annual Supply of Gypsum – 400-ton Gypsum –Pelletized, bulk delivered in 100-ton increments	400	No Bid	No Bid	No Bid	No Bid	$1,140.00	$456,000.00	No Bid	No Bid	No Bid	No Bid

Bid Summary

295 Bid Requests were issued
5 Bids are listed above
2 No bids were received
293 Bidders did not respond

City Council Meeting

Item Number: 17.
Meeting Date: November 18, 2025
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 6,627 FEET AND 6,727 FEET EAST OF STATE HIGHWAY 349 AND BETWEEN 6,660 FEET AND 6,669 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

Purpose:
Resolution approving the issuance of permits to Pioneer Natural Resources, USA, Inc. ("Operator") for the drilling of the following oil and gas wells: NAIL-BURLEY 6A 601H; NAIL-BURLEY 6B 602H; NAIL-BURLEY 6C 603H; NAIL-BURLEY 6D 604H; NAIL-BURLEY 6E 605H; NAIL-BURLEY 6F 606H; said wells being generally located between 6,627 feet and 6,727 feet east of State Highway 349 and 6,660 feet and 6,669 feet north of Occidental Parkway. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended Action:
Approve

Fiscal Impact:
There is no cost to the City to process this application.

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

Discussion:
The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Pioneer Natural Resources, USA Inc. will be using a 24' sound barrier along the entire length of the south side of the pad with the remaining 3 sides facing undeveloped land and oil field which will remain for the duration of drilling and fracing. A quiet type frac system will be used to complete the wells. A closed loop system will be used during drilling operations so no reserve pits will be used and drill cuttings will be removed from the property. The use of compression is requested which will also be behind sound dampening enclosures. The Tank Battery for these wells will be located in the county. Pioneer Natural Resources, USA Inc. is requesting the following variances:

(1) No Road Repair Agreement be required because no City streets will be used to access the well site.

(2) No landscaping or irrigation be required due to no access to city water.

(3) Twenty-four hour hydraulic fracturing operations be permitted.

(4) Drill cuttings be allowed to be removed from the surface location.

(5) Allow for compressors to be used for gas lift during the production phase

Attachments:

A. RESOLUTION W/EXH - Pioneer - SH 349 (6 Nail-Burley Wells pt 4) - Approve Permits; Waive RR Agreement Reso w Exh
B. Nail-Burley 6A 601H Permit Application
C. Nail-Burley 6A 601H Drill Site
D. Nail-Burley 6A 601H Location Map
E. Nail-Burley 6B 602H Permit Application
F. Nail-Burley 6B 602H Drill Site
G. Nail-Burley 6B 602H Location Map
H. Nail-Burley 6C 603H Permit Application
I. Nail-Burley 6C 603H Drill Site
J. Nail-Burley 6C 603H Location Map
K. Nail-Burley 6D 604H Permit Application
L. Nail-Burley 6D 604H Drill Site
M. Nail-Burley 6D 604H Location Map
N. Nail-Burley 6E 605H Permit Application
O. Nail-Burley 6E 605H Drill Site
P. Nail-Burley 6E 605H Location Map
Q. Nail-Burley 6F 606H Permit Application
R. Nail-Burley 6F 606H Drill Site
S. Nail-Burley 6F 606H Location Map
T. Nail-Burley Overall Location Map
U. Nail-Burley 6A 601H Permit
V. Nail-Burley 6B 602H Permit
W. Nail-Burley 6C 603H Permit
X. Nail-Burley 6D 604H Permit
Y. Nail-Burley 6E 605H Permit
Z. Nail-Burley 6F 606H Permit

Liliana Morales, Development Services - Oil and Gas	Created/Initiated - 10/30/2025
Garrick Clayton, Development Services - Oil and Gas	Approved - 10/30/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 6,627 FEET AND 6,727 FEET EAST OF STATE HIGHWAY 349 AND BETWEEN 6,660 FEET AND 6,669 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Pioneer Natural Resources, USA, Inc. ("Operator") has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on October 14, 2025; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

> Nail-Burley 6A 601H; Nail-Burley 6B 602H; Nail-Burley 6C 603H; Nail-Burley 6D 604H; Nail-Burley 6E 605H; and Nail-Burley 6F 606H;

located in Section 6, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Martin County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits A through F and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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., 2025, 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

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 18, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated August 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6A 601H oil and gas well shall be 859 feet from the north line and 1,251 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 18, 2025 through November 18, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 18, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated August 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6B 602H oil and gas well shall be 857 feet from the north line and 1,271 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 18, 2025 through November 18, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

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CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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The location of Operator's Nail-Burley 6C 603H oil and gas well shall be 856 feet from the north line and 1,291 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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The location of Operator's Nail-Burley 6D 604H oil and gas well shall be 854 feet from the north line and 1,311 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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The location of Operator's Nail-Burley 6E 605H oil and gas well shall be 852 feet from the north line and 1,331 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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Laura Wallace,

Regulatory Specialist Advisor

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Brashier, Crosby PLLC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.

Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland and Jones Bros. Dirt & Paving (same as owner) (See Exhibit D for details.)

Currently undeveloped.

ATTACHED AS EXHIBIT D **is (a** ***Title Opinion by , a licensed Texas Attorney/a Take-off from , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6A 601H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

859' FNL, 1251' FWL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

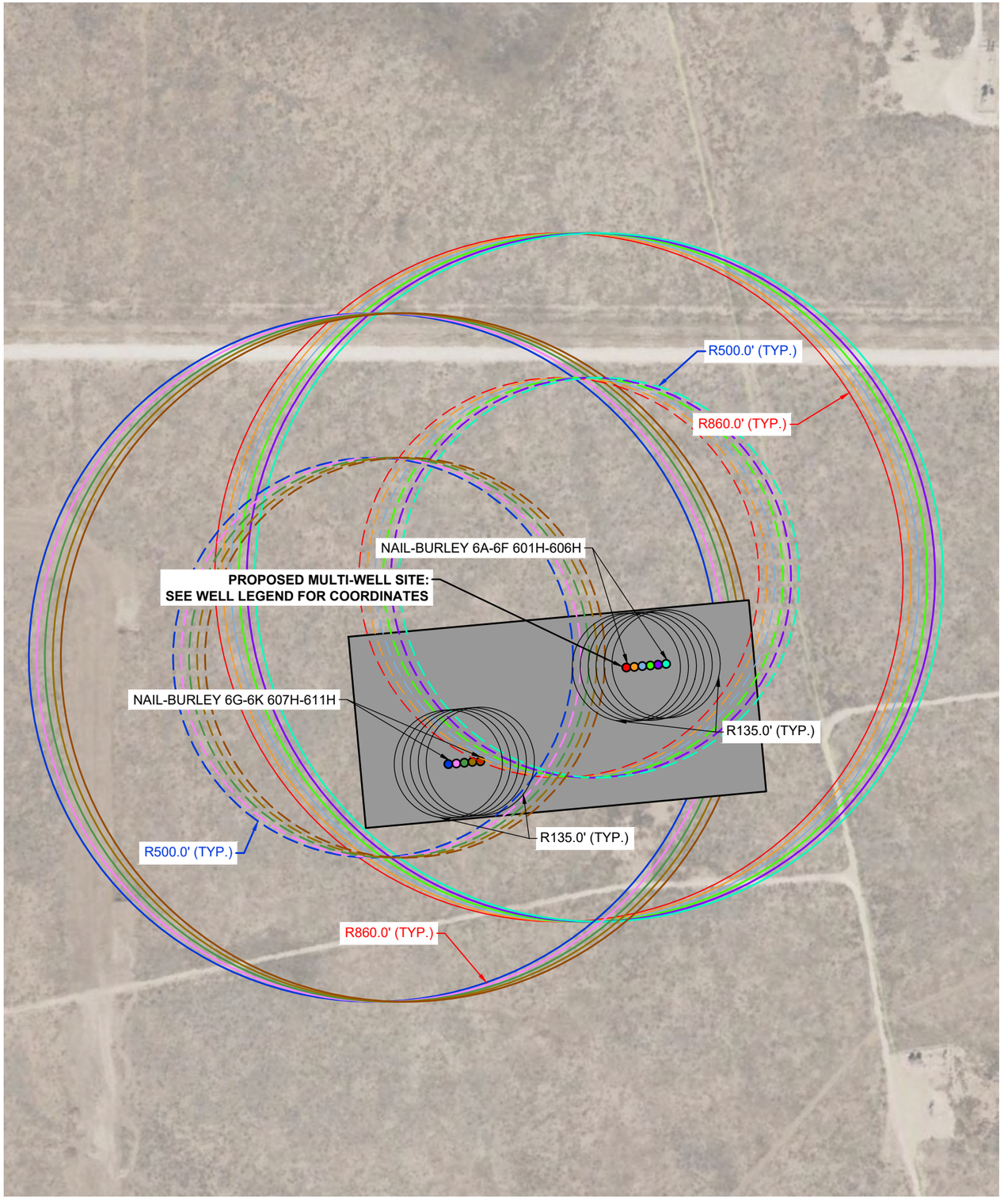
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

NAIL-BURLEY 6A 601H
859' FNL, 1251' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861148.2', Y = 6739624.4'
LAT.: 32°06'14.34", LON.: -102°04'35.83"
LAT.: 32.103982°, LON.: -102.076618°

NAIL-BURLEY 6B 602H
857' FNL, 1271' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861167.2', Y = 6739630.9'
LAT.: 32°06'14.41", LON.: -102°04'35.61"
LAT.: 32.104002°, LON.: -102.076558°

NAIL-BURLEY 6C 603H
856' FNL, 1291' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861186.0', Y = 6739637.4'
LAT.: 32°06'14.48", LON.: -102°04'35.39"
LAT.: 32.104021°, LON.: -102.076498°

NAIL-BURLEY 6D 604H
854' FNL, 1311' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861205.0', Y = 6739643.9'
LAT.: 32°06'14.55", LON.: -102°04'35.17"
LAT.: 32.104041°, LON.: -102.076437°

NAIL-BURLEY 6E 605H
852' FNL, 1331' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861223.9', Y = 6739650.4'
LAT.: 32°06'14.62", LON.: -102°04'34.96"
LAT.: 32.104060°, LON.: -102.076377°

NAIL-BURLEY 6F 606H
850' FNL, 1351' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861242.8', Y = 6739656.9'
LAT.: 32°06'14.69", LON.: -102°04'34.74"
LAT.: 32.104080°, LON.: -102.076317°

NAIL-BURLEY 6G 607H
1103' FNL, 808' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860773.3', Y = 6739284.3'
LAT.: 32°06'10.85", LON.: -102°04'40.05"
LAT.: 32.103013°, LON.: -102.077791°

NAIL-BURLEY 6H 608H
1101' FNL, 828' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860792.3', Y = 6739290.8'
LAT.: 32°06'10.92", LON.: -102°04'39.83"
LAT.: 32.103032°, LON.: -102.077730°

NAIL-BURLEY 6I 609H
1099' FNL, 848' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860811.2', Y = 6739297.2'
LAT.: 32°06'10.99", LON.: -102°04'39.61"
LAT.: 32.103052°, LON.: -102.077670°

NAIL-BURLEY 6J 610H
1097' FNL, 868' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860830.1', Y = 6739303.8'
LAT.: 32°06'11.06", LON.: -102°04'39.39"
LAT.: 32.103071°, LON.: -102.077610°

NAIL-BURLEY 6K 611H
1095' FNL, 888' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860849.0', Y = 6739310.3'
LAT.: 32°06'11.13", LON.: -102°04'39.18"
LAT.: 32.103091°, LON.: -102.077549°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/25/2025
BY: J. ALVAREZ
REV.: 5/16/2025 J. ALVAREZ
AVO: 047474.878

PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "E"
AERIAL SITE PLAN

NAIL-BURLEY 6A-6K 601H-611H

LOCATED IN:
SECTION 6, BLOCK 38, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 671,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

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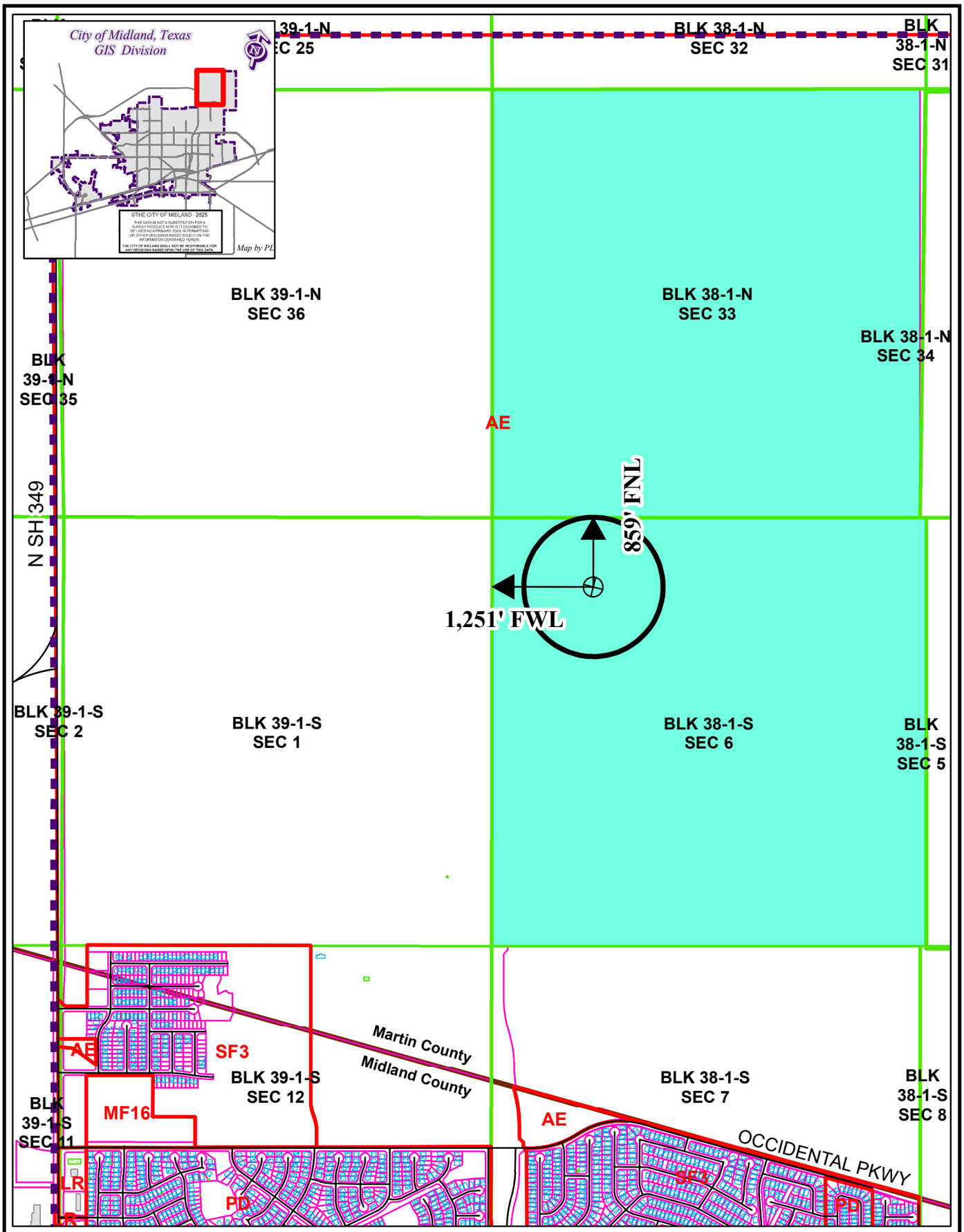

LOCATION AND ZONING MAP

Oil-070266-2025 **Scale: 1" = 1500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 859' FNL and 1,251' FWL, Section 6, Block 38-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 6,660 feet north of Occidental Pkwy and 6,627 feet east of SH 349.

Nail-Burley 6A 601H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Brashier, Crosby PLLC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

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General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.

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Currently undeveloped.

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IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6B 602H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

857' FNL, 1271' FWL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

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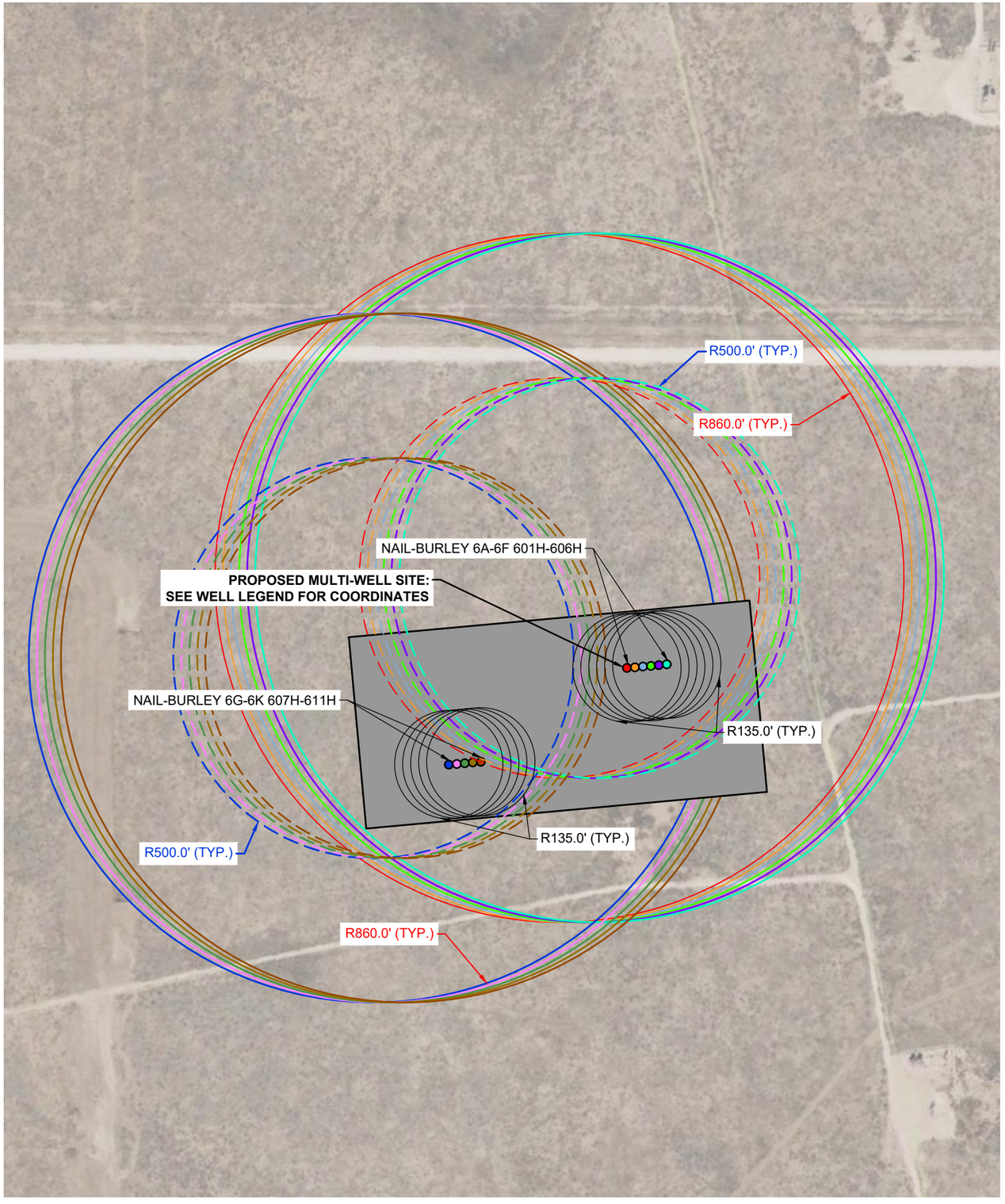
4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

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(NAD83)
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X = 861186.0', Y = 6739637.4'
LAT.: 32°06'14.48", LON.: -102°04'35.39"
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X = 861205.0', Y = 6739643.9'
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LAT.: 32.104060°, LON.: -102.076377°

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SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861242.8', Y = 6739656.9'
LAT.: 32°06'14.69", LON.: -102°04'34.74"
LAT.: 32.104080°, LON.: -102.076317°

NAIL-BURLEY 6G 607H
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NAIL-BURLEY 6H 608H
1101' FNL, 828' FWL (SEC. 6)
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X = 860792.3', Y = 6739290.8'
LAT.: 32°06'10.92", LON.: -102°04'39.83"
LAT.: 32.103032°, LON.: -102.077730°

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X = 860811.2', Y = 6739297.2'
LAT.: 32°06'10.99", LON.: -102°04'39.61"
LAT.: 32.103052°, LON.: -102.077670°

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X = 860830.1', Y = 6739303.8'
LAT.: 32°06'11.06", LON.: -102°04'39.39"
LAT.: 32.103071°, LON.: -102.077610°

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1095' FNL, 888' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
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X = 860849.0', Y = 6739310.3'
LAT.: 32°06'11.13", LON.: -102°04'39.18"
LAT.: 32.103091°, LON.: -102.077549°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/25/2025
BY: J. ALVAREZ
REV.: 5/16/2025 J. ALVAREZ
AVO: 047474.878

PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "E"
AERIAL SITE PLAN

NAIL-BURLEY 6A-6K 601H-611H

LOCATED IN:
SECTION 6, BLOCK 38, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 671,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

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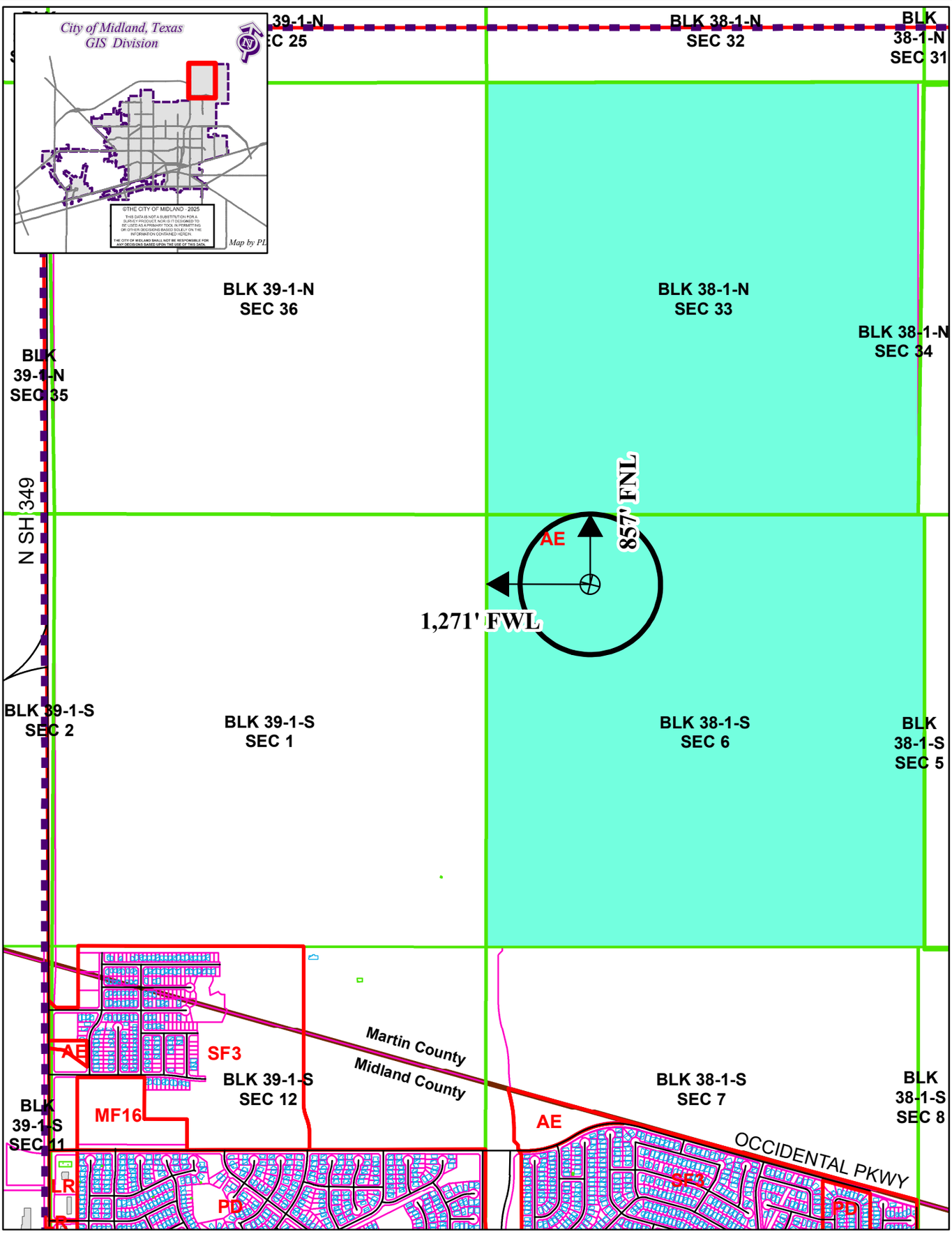

LOCATION AND ZONING MAP

Oil-070267-2025 **Scale: 1" = 1500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 857' FNL and 1,271' FWL, Section 6, Block 38-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 6,662 feet north of Occidental Pkwy and 6,647 feet east of SH 349.

Nail-Burley 6B 602H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Brashier, Crosby PLLC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.

Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland and Jones Bros. Dirt & Paving (same as owner) (See Exhibit D for details.)

Currently undeveloped.

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***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6C 603H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

856' FNL, 1291' FWL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

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(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

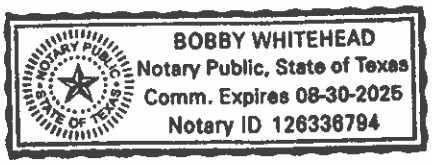
County of Dallas)

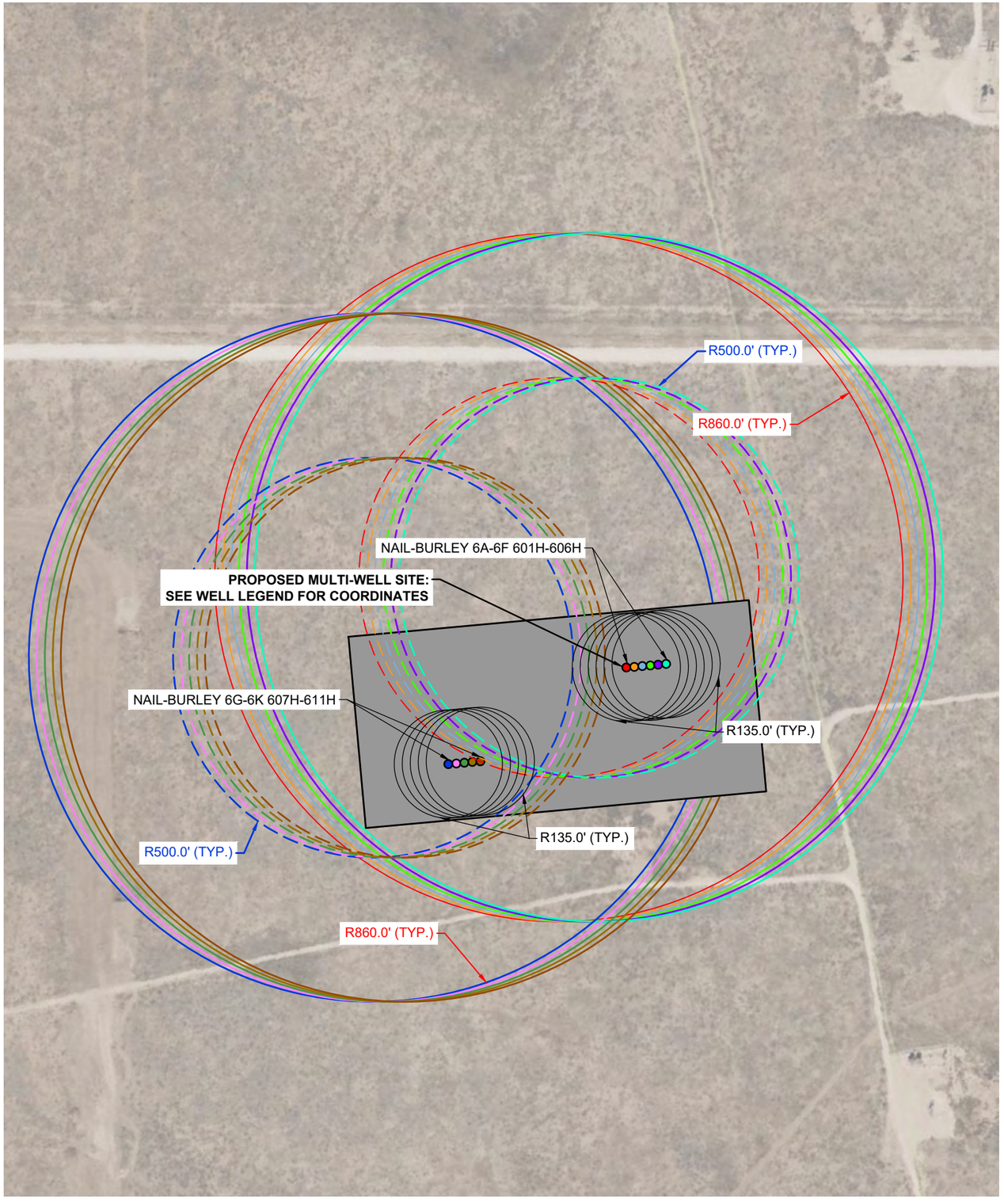
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]





WELL LEGEND

NAIL-BURLEY 6A 601H
859' FNL, 1251' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861148.2', Y = 6739624.4'
LAT.: 32°06'14.34", LON.: -102°04'35.83"
LAT.: 32.103982°, LON.: -102.076618°

NAIL-BURLEY 6B 602H
857' FNL, 1271' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861167.2', Y = 6739630.9'
LAT.: 32°06'14.41", LON.: -102°04'35.61"
LAT.: 32.104002°, LON.: -102.076558°

NAIL-BURLEY 6C 603H
856' FNL, 1291' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861186.0', Y = 6739637.4'
LAT.: 32°06'14.48", LON.: -102°04'35.39"
LAT.: 32.104021°, LON.: -102.076498°

NAIL-BURLEY 6D 604H
854' FNL, 1311' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861205.0', Y = 6739643.9'
LAT.: 32°06'14.55", LON.: -102°04'35.17"
LAT.: 32.104041°, LON.: -102.076437°

NAIL-BURLEY 6E 605H
852' FNL, 1331' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861223.9', Y = 6739650.4'
LAT.: 32°06'14.62", LON.: -102°04'34.96"
LAT.: 32.104060°, LON.: -102.076377°

NAIL-BURLEY 6F 606H
850' FNL, 1351' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861242.8', Y = 6739656.9'
LAT.: 32°06'14.69", LON.: -102°04'34.74"
LAT.: 32.104080°, LON.: -102.076317°

NAIL-BURLEY 6G 607H
1103' FNL, 808' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860773.3', Y = 6739284.3'
LAT.: 32°06'10.85", LON.: -102°04'40.05"
LAT.: 32.103013°, LON.: -102.077791°

NAIL-BURLEY 6H 608H
1101' FNL, 828' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860792.3', Y = 6739290.8'
LAT.: 32°06'10.92", LON.: -102°04'39.83"
LAT.: 32.103032°, LON.: -102.077730°

NAIL-BURLEY 6I 609H
1099' FNL, 848' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860811.2', Y = 6739297.2'
LAT.: 32°06'10.99", LON.: -102°04'39.61"
LAT.: 32.103052°, LON.: -102.077670°

NAIL-BURLEY 6J 610H
1097' FNL, 868' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860830.1', Y = 6739303.8'
LAT.: 32°06'11.06", LON.: -102°04'39.39"
LAT.: 32.103071°, LON.: -102.077610°

NAIL-BURLEY 6K 611H
1095' FNL, 888' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860849.0', Y = 6739310.3'
LAT.: 32°06'11.13", LON.: -102°04'39.18"
LAT.: 32.103091°, LON.: -102.077549°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/25/2025
BY: J. ALVAREZ
REV.: 5/16/2025 J. ALVAREZ
AVO: 047474.878

PIONEER NATURAL RESOURCES USA, INC.

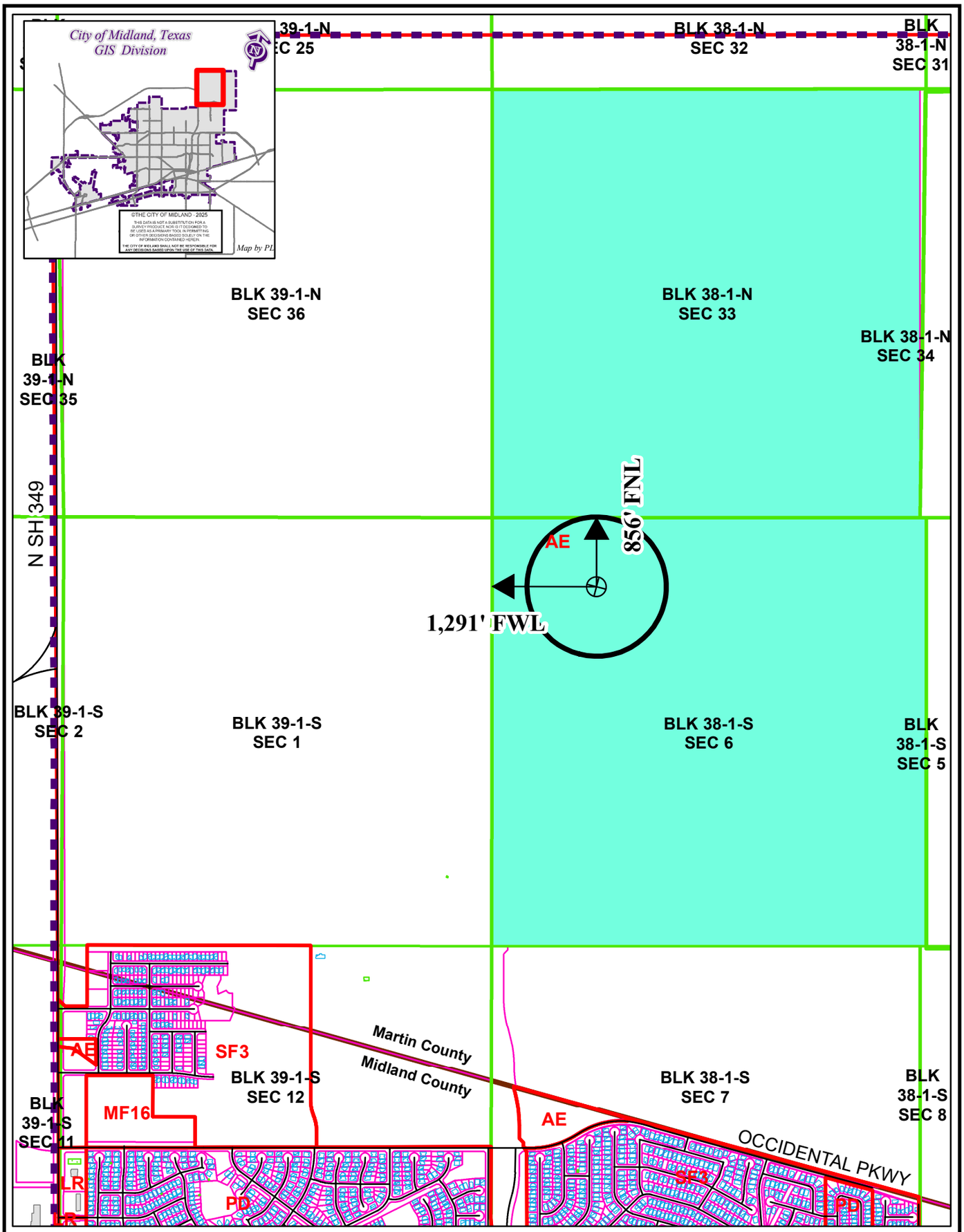
EXHIBIT "E"
AERIAL SITE PLAN

NAIL-BURLEY 6A-6K 601H-611H

LOCATED IN:
SECTION 6, BLOCK 38, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 671,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

A:\47000S\47474\878\SURV\CADD\SHEETS\EXHIBIT\047474.878_AERIAL_SITE_PLAN_EXHIBIT_E.DWG



LOCATION AND ZONING MAP

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Generally located 6,663 feet north of Occidental Pkwy and 6,667 feet east of SH 349.

Nail-Burley 6C 603H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
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Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

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A wellbore schematic with the applicable information is attached as Exhibit G

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Water for drilling will be pulled from...

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

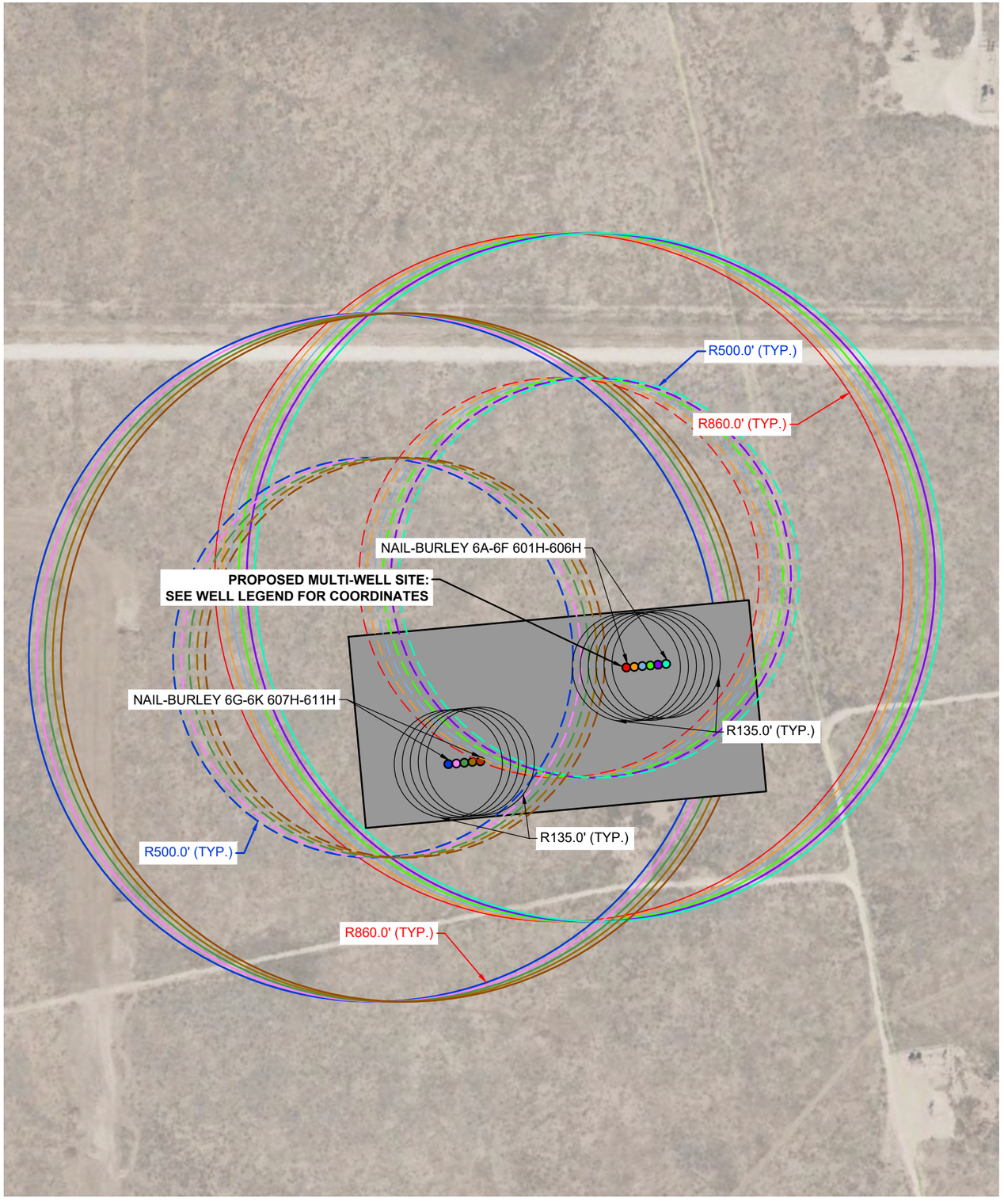
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

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SHL GROUND ELEVATION: 2829'
(NAD83)
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X = 861167.2', Y = 6739630.9'
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SHL GROUND ELEVATION: 2829'
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LAT.: 32°06'14.69", LON.: -102°04'34.74"
LAT.: 32.104080°, LON.: -102.076317°

NAIL-BURLEY 6G 607H
1103' FNL, 808' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
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X = 860773.3', Y = 6739284.3'
LAT.: 32°06'10.85", LON.: -102°04'40.05"
LAT.: 32.103013°, LON.: -102.077791°

NAIL-BURLEY 6H 608H
1101' FNL, 828' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860792.3', Y = 6739290.8'
LAT.: 32°06'10.92", LON.: -102°04'39.83"
LAT.: 32.103032°, LON.: -102.077730°

NAIL-BURLEY 6I 609H
1099' FNL, 848' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860811.2', Y = 6739297.2'
LAT.: 32°06'10.99", LON.: -102°04'39.61"
LAT.: 32.103052°, LON.: -102.077670°

NAIL-BURLEY 6J 610H
1097' FNL, 868' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860830.1', Y = 6739303.8'
LAT.: 32°06'11.06", LON.: -102°04'39.39"
LAT.: 32.103071°, LON.: -102.077610°

NAIL-BURLEY 6K 611H
1095' FNL, 888' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860849.0', Y = 6739310.3'
LAT.: 32°06'11.13", LON.: -102°04'39.18"
LAT.: 32.103091°, LON.: -102.077549°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/25/2025
BY: J. ALVAREZ
REV.: 5/16/2025 J. ALVAREZ
AVO: 047474.878

PIONEER NATURAL RESOURCES USA, INC.

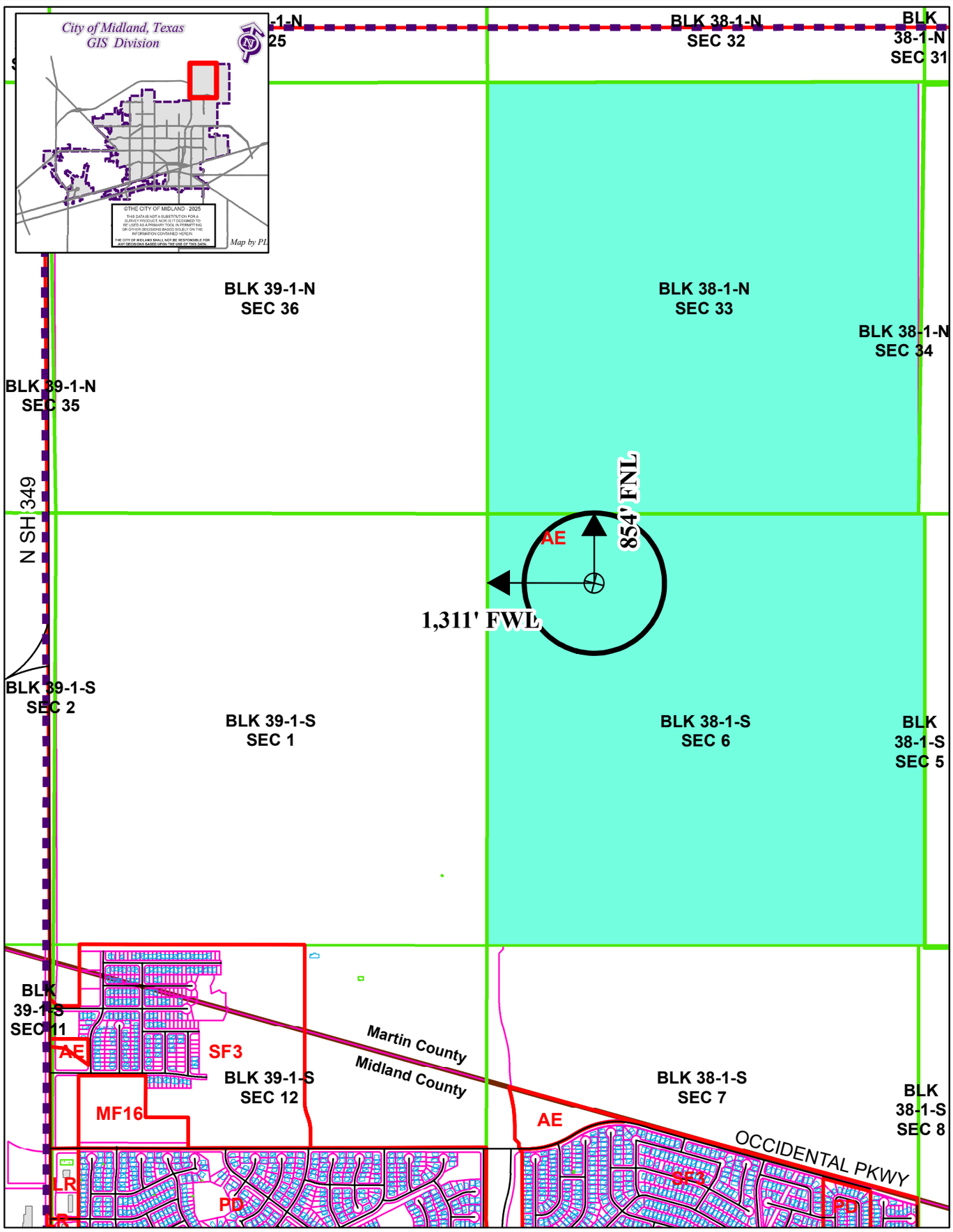
EXHIBIT "E"
AERIAL SITE PLAN

NAIL-BURLEY 6A-6K 601H-611H

LOCATED IN:
SECTION 6, BLOCK 38, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 671,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

A:\47000S\47474\878\SURV\CADD\SHEETS\EXHIBIT\047474.878_AERIAL_SITE_PLAN_EXHIBIT_E.DWG



LOCATION AND ZONING MAP

Oil-070269-2025 **Scale: 1" = 1500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 854' FNL and 1,311' FWL, Section 6, Block 38-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 6,665 feet north of Occidental Pkwy and 6,687 feet east of SH 349.

Nail-Burley 6D 604H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Brashier, Crosby PLLC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.

Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland and Jones Bros. Dirt & Paving (same as owner) (See Exhibit D for details.)

Currently undeveloped.

ATTACHED AS EXHIBIT D **is (a** ***Title Opinion by , a licensed Texas Attorney/a Take-off from , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6E 605H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

852' FNL, 1331' FWL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

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***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

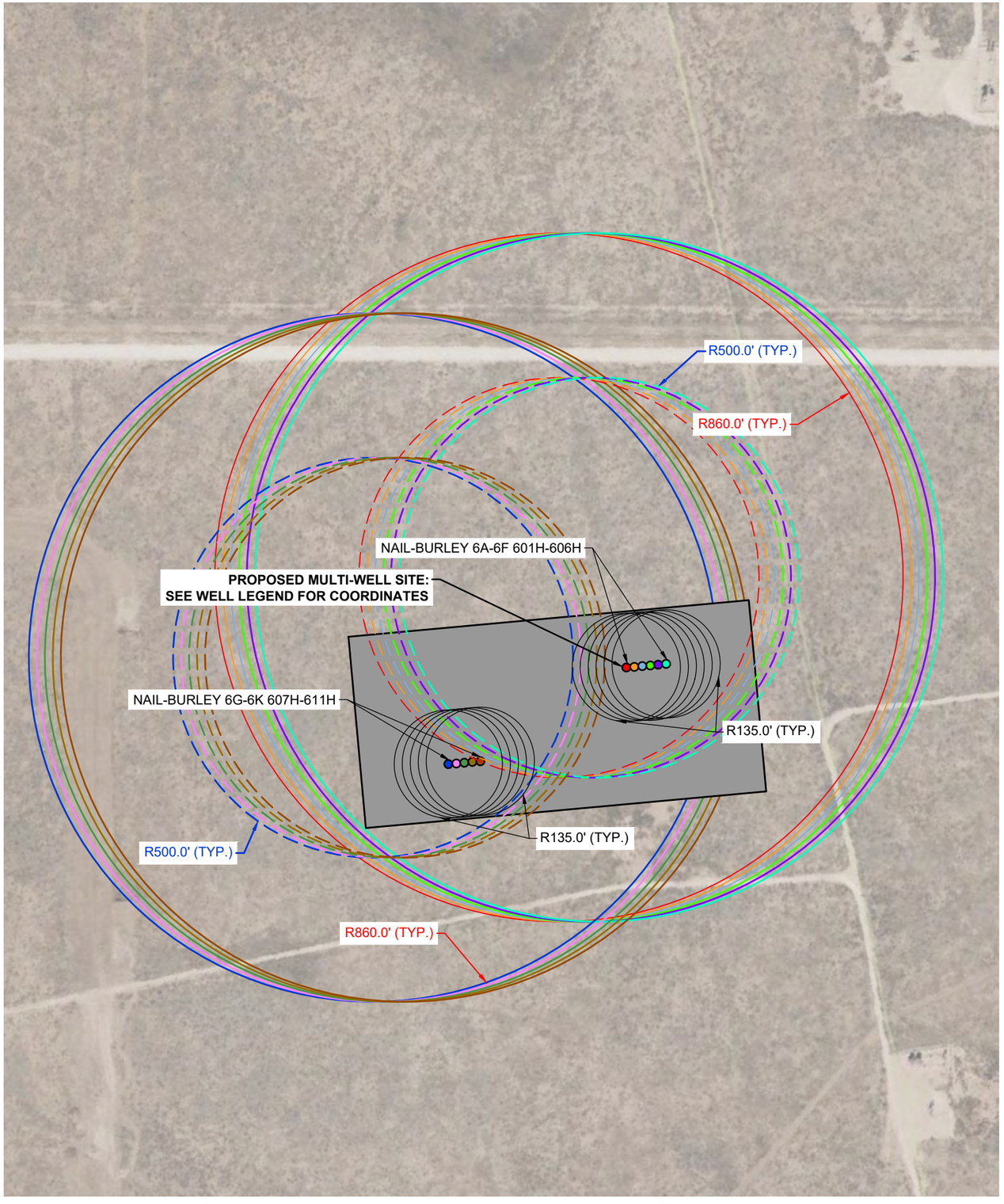
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

NAIL-BURLEY 6A 601H
859' FNL, 1251' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861148.2', Y = 6739624.4'
LAT.: 32°06'14.34", LON.: -102°04'35.83"
LAT.: 32.103982°, LON.: -102.076618°

NAIL-BURLEY 6B 602H
857' FNL, 1271' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861167.2', Y = 6739630.9'
LAT.: 32°06'14.41", LON.: -102°04'35.61"
LAT.: 32.104002°, LON.: -102.076558°

NAIL-BURLEY 6C 603H
856' FNL, 1291' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861186.0', Y = 6739637.4'
LAT.: 32°06'14.48", LON.: -102°04'35.39"
LAT.: 32.104021°, LON.: -102.076498°

NAIL-BURLEY 6D 604H
854' FNL, 1311' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861205.0', Y = 6739643.9'
LAT.: 32°06'14.55", LON.: -102°04'35.17"
LAT.: 32.104041°, LON.: -102.076437°

NAIL-BURLEY 6E 605H
852' FNL, 1331' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861223.9', Y = 6739650.4'
LAT.: 32°06'14.62", LON.: -102°04'34.96"
LAT.: 32.104060°, LON.: -102.076377°

NAIL-BURLEY 6F 606H
850' FNL, 1351' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861242.8', Y = 6739656.9'
LAT.: 32°06'14.69", LON.: -102°04'34.74"
LAT.: 32.104080°, LON.: -102.076317°

NAIL-BURLEY 6G 607H
1103' FNL, 808' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860773.3', Y = 6739284.3'
LAT.: 32°06'10.85", LON.: -102°04'40.05"
LAT.: 32.103013°, LON.: -102.077791°

NAIL-BURLEY 6H 608H
1101' FNL, 828' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860792.3', Y = 6739290.8'
LAT.: 32°06'10.92", LON.: -102°04'39.83"
LAT.: 32.103032°, LON.: -102.077730°

NAIL-BURLEY 6I 609H
1099' FNL, 848' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860811.2', Y = 6739297.2'
LAT.: 32°06'10.99", LON.: -102°04'39.61"
LAT.: 32.103052°, LON.: -102.077670°

NAIL-BURLEY 6J 610H
1097' FNL, 868' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860830.1', Y = 6739303.8'
LAT.: 32°06'11.06", LON.: -102°04'39.39"
LAT.: 32.103071°, LON.: -102.077610°

NAIL-BURLEY 6K 611H
1095' FNL, 888' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860849.0', Y = 6739310.3'
LAT.: 32°06'11.13", LON.: -102°04'39.18"
LAT.: 32.103091°, LON.: -102.077549°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/25/2025
BY: J. ALVAREZ
REV.: 5/16/2025 J. ALVAREZ
AVO: 047474.878

PIONEER NATURAL RESOURCES USA, INC.

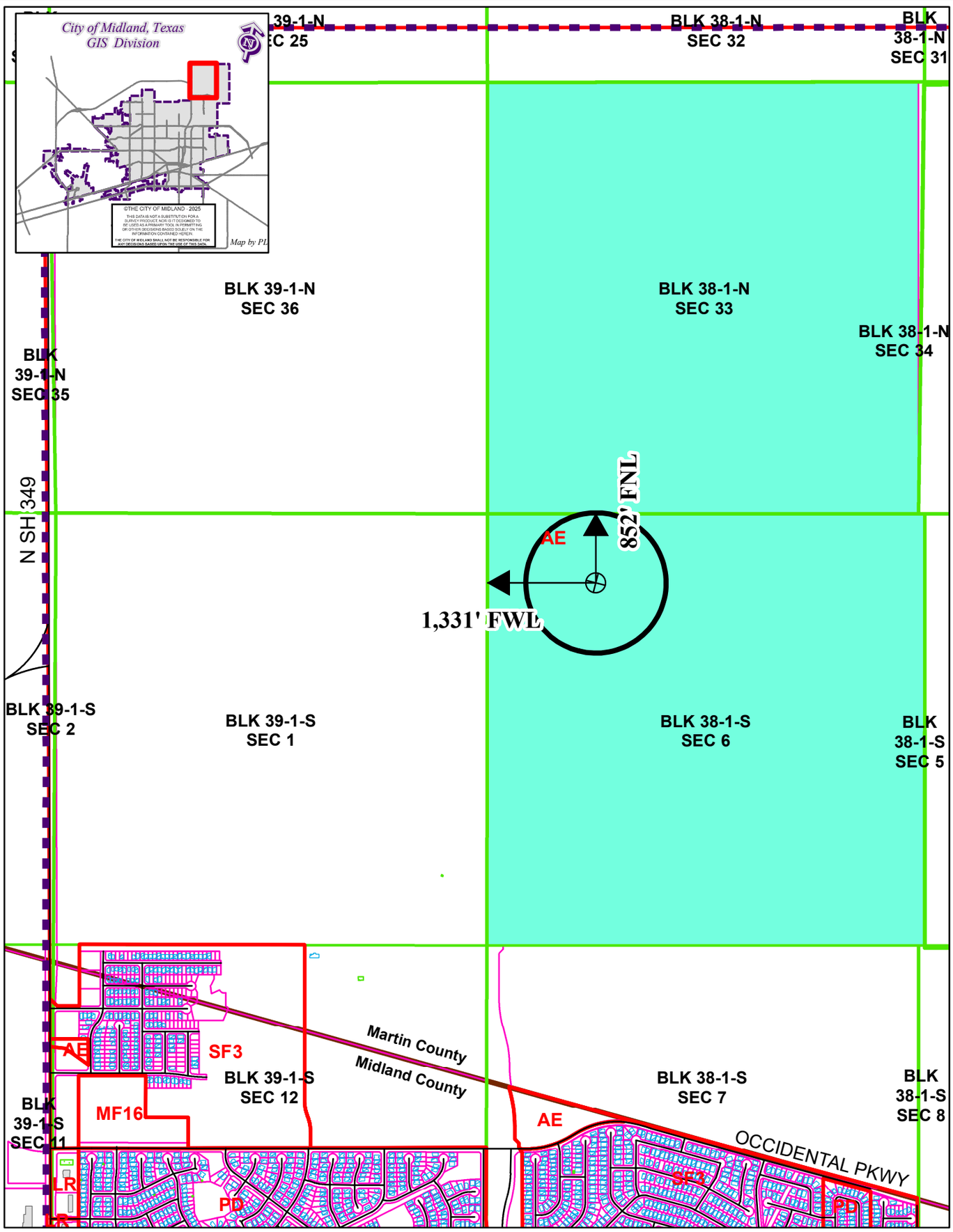
EXHIBIT "E"
AERIAL SITE PLAN

NAIL-BURLEY 6A-6K 601H-611H

LOCATED IN:
SECTION 6, BLOCK 38, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 671,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

A:\47000S\47474\878\SURV\CADD\SHEETS\EXHIBIT\047474.878_AERIAL_SITE_PLAN_EXHIBIT_E.DWG



LOCATION AND ZONING MAP

Oil-070270-2025 **Scale: 1" = 1500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 852' FNL and 1,331' FWL, Section 6, Block 38-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 6,667 feet north of Occidental Pkwy and 6,707 feet east of SH 349.

Nail-Burley 6E 605H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Brashier, Crosby PLLC ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.

Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland and Jones Bros. Dirt & Paving (same as owner) (See Exhibit D for details.)

Currently undeveloped.

ATTACHED AS EXHIBIT D **is (a** ***Title Opinion by , a licensed Texas Attorney/a Take-off from , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6F 606H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

850' FNL, 1351' FWL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

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***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

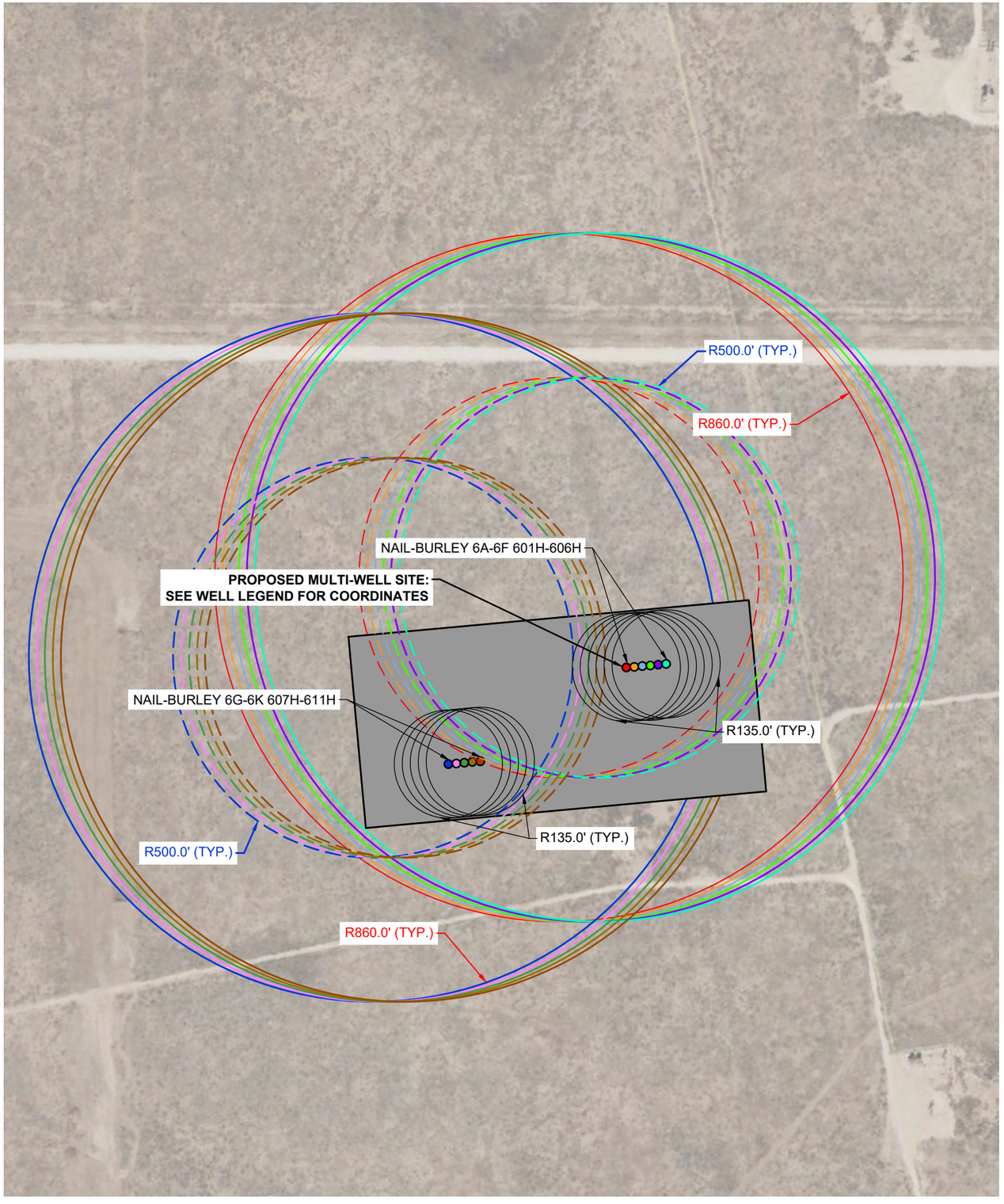
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

NAIL-BURLEY 6A 601H
859' FNL, 1251' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861148.2', Y = 6739624.4'
LAT.: 32°06'14.34", LON.: -102°04'35.83"
LAT.: 32.103982°, LON.: -102.076618°

NAIL-BURLEY 6B 602H
857' FNL, 1271' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861167.2', Y = 6739630.9'
LAT.: 32°06'14.41", LON.: -102°04'35.61"
LAT.: 32.104002°, LON.: -102.076558°

NAIL-BURLEY 6C 603H
856' FNL, 1291' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861186.0', Y = 6739637.4'
LAT.: 32°06'14.48", LON.: -102°04'35.39"
LAT.: 32.104021°, LON.: -102.076498°

NAIL-BURLEY 6D 604H
854' FNL, 1311' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861205.0', Y = 6739643.9'
LAT.: 32°06'14.55", LON.: -102°04'35.17"
LAT.: 32.104041°, LON.: -102.076437°

NAIL-BURLEY 6E 605H
852' FNL, 1331' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861223.9', Y = 6739650.4'
LAT.: 32°06'14.62", LON.: -102°04'34.96"
LAT.: 32.104060°, LON.: -102.076377°

NAIL-BURLEY 6F 606H
850' FNL, 1351' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 861242.8', Y = 6739656.9'
LAT.: 32°06'14.69", LON.: -102°04'34.74"
LAT.: 32.104080°, LON.: -102.076317°

NAIL-BURLEY 6G 607H
1103' FNL, 808' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860773.3', Y = 6739284.3'
LAT.: 32°06'10.85", LON.: -102°04'40.05"
LAT.: 32.103013°, LON.: -102.077791°

NAIL-BURLEY 6H 608H
1101' FNL, 828' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860792.3', Y = 6739290.8'
LAT.: 32°06'10.92", LON.: -102°04'39.83"
LAT.: 32.103032°, LON.: -102.077730°

NAIL-BURLEY 6I 609H
1099' FNL, 848' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860811.2', Y = 6739297.2'
LAT.: 32°06'10.99", LON.: -102°04'39.61"
LAT.: 32.103052°, LON.: -102.077670°

NAIL-BURLEY 6J 610H
1097' FNL, 868' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860830.1', Y = 6739303.8'
LAT.: 32°06'11.06", LON.: -102°04'39.39"
LAT.: 32.103071°, LON.: -102.077610°

NAIL-BURLEY 6K 611H
1095' FNL, 888' FWL (SEC. 6)
SHL GROUND ELEVATION: 2829'
(NAD83)
X = 860849.0', Y = 6739310.3'
LAT.: 32°06'11.13", LON.: -102°04'39.18"
LAT.: 32.103091°, LON.: -102.077549°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/25/2025
BY: J. ALVAREZ
REV.: 5/16/2025 J. ALVAREZ
AVO: 047474.878

PIONEER NATURAL RESOURCES USA, INC.

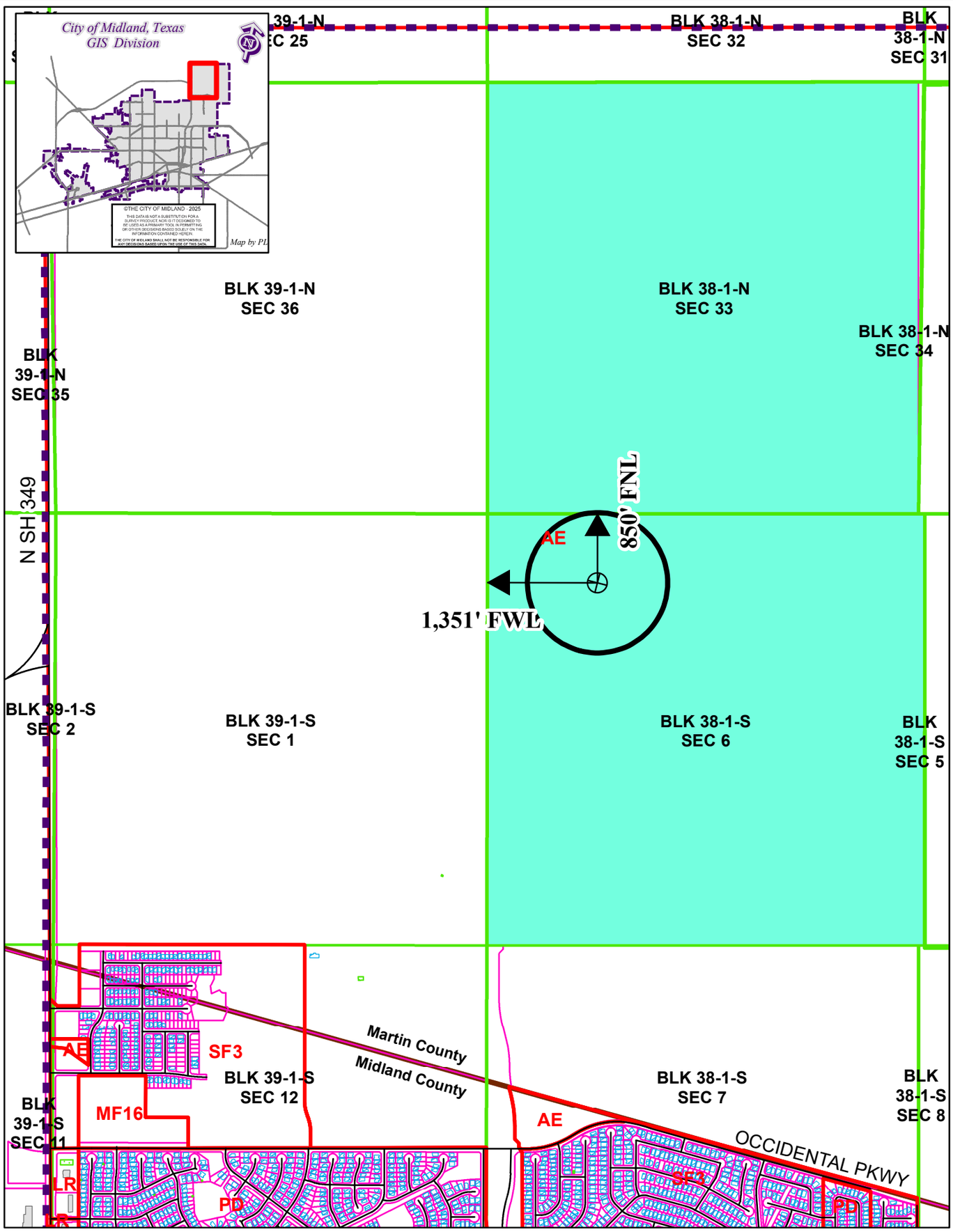
EXHIBIT "E"
AERIAL SITE PLAN

NAIL-BURLEY 6A-6K 601H-611H

LOCATED IN:
SECTION 6, BLOCK 38, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 671,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

A:\47000S\47474\878\SURV\CADD\SHEETS\EXHIBIT\047474.878_AERIAL_SITE_PLAN_EXHIBIT_E.DWG



LOCATION AND ZONING MAP

Oil-070271-2025 **Scale: 1" = 1500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 850' FNL and 1,351' FWL, Section 6, Block 38-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 6,669 feet north of Occidental Pkwy and 6,727 feet east of SH 349.

Nail-Burley 6F 606H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:
1. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. ANY ADJACENT WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION (RRC) RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. ANY LEASE INFORMATION DEPICTED IS PROVIDED BY THE CLIENT.
4. WELL LOCATIONS ARE APPROXIMATELY 7.0 MILES NORTH OF MIDLAND, TEXAS.

2835

2830

EXISTING WELL SITE
NAIL "36" A #1

EXISTING WELL SITE
NAIL "33" #6

LEASE ROADS

2830

GENERAL COORDINATES FOR MULTI-WELL SITE:
NAD83-TX-NORTH CENTRAL
N: 6739624.4'
E: 861148.2'
LAT: 32.103983°
LON: -102.076616°

PROPOSED WELL LOCATION SEE LEGEND FOR NAME

PROPOSED WELL LOCATION SEE LEGEND FOR NAME

LEASE ROADS

LEGEND

- NAIL-BURLEY 6A 601H
- NAIL-BURLEY 6B 602H
- NAIL-BURLEY 6C 603H
- NAIL-BURLEY 6D 604H
- NAIL-BURLEY 6E 605H
- NAIL-BURLEY 6F 606H
- NAIL-BURLEY 6G 607H
- NAIL-BURLEY 6H 608H
- NAIL-BURLEY 6I 609H
- NAIL-BURLEY 6J 610H
- NAIL-BURLEY 6K 611H
- PROPOSED WELL PAD SITE
- CONTOURS

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
03/28/2025

N

0' 300' 600

SCALE: 1" = 300'

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 2/25/2025
BY: J. ALVAREZ
AVO: 047474.878

PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "G"
TOPOGRAPHIC FEATURES

NAIL-BURLEY 6A-6K 601H-611H

LOCATED IN:
SECTION 6, BLOCK 38, TOWNSHIP-1-SOUTH, T.&P. R.R. CO. SURVEY, ABSTRACT No. 671, MARTIN COUNTY, TEXAS

PAGE 1 OF 1

A:\47000S\47474\878\SURV\CADD\SHEETS\EXHIBIT\047474.878_TOPO_FEATURES_EXHIBIT_G.DWG

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 18, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated August 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6A 601H oil and gas well shall be 859 feet from the north line and 1,251 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 18, 2025 through November 18, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

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BY: _____

Lori Merritt Blong, Mayor

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Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

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The location of Operator's Nail-Burley 6D 604H oil and gas well shall be 854 feet from the north line and 1,311 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 18, 2025 through November 18, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 18, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated August 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6E 605H oil and gas well shall be 852 feet from the north line and 1,331 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 18, 2025 through November 18, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 18, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated August 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Burley 6F 606H oil and gas well shall be 850 feet from the north line and 1,351 feet from the west line, Section 6, Block 38, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

City Council Meeting

Item Number: 18.
Meeting Date: November 18, 2025
To: City Council
From: Garrick Clayton, Oil and Gas Officer
Subject: **RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,182 FEET AND 1,262 FEET EAST OF STATE HIGHWAY 349 AND 7,122 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT**

Purpose:
Resolution approving the issuance of permits to Pioneer Natural Resources, USA, Inc. ("Operator") for the drilling of the following oil and gas wells: NAIL-TILLMAN W1G 407H; NAIL-TILLMAN W1H 408H; NAIL-TILLMAN W1I 409H; NAIL-TILLMAN W1J 410H; and NAIL-TILLMAN W1K 411H; said wells being generally located between 1,182 feet and 1,262 feet east of State Highway 349 and 7,122 feet north of Occidental Parkway. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended Action:
Approve

Fiscal Impact:
There is no cost to the City to process this application.

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

Discussion:
The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Pioneer Natural Resources, USA Inc. will be using a 24' sound barrier along the entire length of the south side of the pad with the remaining 3 sides facing undeveloped land and oil field which will remain for the duration of drilling and fracing. A quiet type frac system will be used to complete the wells. A closed loop system will be used during drilling operations so no reserve pits will be used and drill cuttings will be removed from the property. The use of compression is requested which will also be behind sound dampening enclosures. The Tank Battery for these wells will be located in the county. Pioneer Natural Resources, USA Inc. is requesting the following variances:

(1) No Road Repair Agreement be required because no City streets will be used to access the well site.

(2) No landscaping or irrigation be required due to no access to city water.

(3) Twenty-four hour hydraulic fracturing operations be permitted.

(4) Drill cuttings be allowed to be removed from the surface location.

(5) Allow for compressors to be used for gas lift during the production phase

Attachments:

A. RESOLUTION W/EXH - Pioneer - SH 349 (5 Nail-Tillman Wells pt 4) - Approve Permits; Waive RR Agreement Reso w Exh
B. Nail-Tillman W1G 407H Permit Application
C. Nail-Tillman W1G 407H Drill Site
D. Nail-Tillman W1G 407H Location Map
E. Nail-Tillman W1H 408H Permit Application
F. Nail-Tillman W1H 408H Drill Site
G. Nail-Tillman W1H 408H Location Map
H. Nail-Tillman W1I 409H Permit Application
I. Nail-Tillman W1I 409H Drill Site
J. Nail-Tillman W1I 409H Location Map
K. Nail-Tillman W1J 410H Permit Application
L. Nail-Tillman W1J 410H Drill Site
M. Nail-Tillman W1J 410H Location Map
N. Nail-Tillman W1K 411H Permit Application
O. Nail-Tillman W1K 411H Drill Site
P. Nail-Tillman W1K 411H Location Map
Q. Nail-Tillman Overall Location Map
R. Nail-Tillman W1G 407H Permit
S. Nail-Tillman W1H 408H Permit
T. Nail-Tillman W1I 409H Permit
U. Nail-Tillman W1J 410H Permit
V. Nail-Tillman W1K 411H Permit

Liliana Morales, Development Services - Oil and Gas	Created/Initiated - 10/30/2025
Garrick Clayton, Development Services - Oil and Gas	Approved - 10/30/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,182 FEET AND 1,262 FEET EAST OF STATE HIGHWAY 349 AND 7,122 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Pioneer Natural Resources, USA, Inc. ("Operator") has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance with Section 6-1-23(H)(1) and a public hearing was held on October 14, 2025; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

> Nail-Tillman W1G 407H; Nail-Tillman W1H 408H; Nail-Tillman W1I 409H; Nail-Tillman W1J 410H; and Nail-Tillman W1K 411H;

located in Section 1, Block 39, T-1-S, T&P RR Co. Survey, City of Midland, Martin County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits A through E and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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., 2025, 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

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 18, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated August 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Tillman W1G 407H oil and gas well shall be 667 feet from the north line and 1,095 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 18, 2025 through November 18, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

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The location of Operator's Nail-Tillman W1H 408H oil and gas well shall be 667 feet from the north line and 1,115 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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Laura Wallace,

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The location of Operator's Nail-Tillman W1I 409H oil and gas well shall be 667 feet from the north line and 1,135 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Brashier, Crosby PLLC & Lynch, Chappell & Alsup ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas.

Pad location is owned by Jones Bros Dirt & Paving. Other property within 860' are: City of Midland and Occidental Permian Ltd. (See Exhibit D for details.)

Currently undeveloped.

ATTACHED AS EXHIBIT D **is (a** ***Title Opinion by , a licensed Texas Attorney/a Take-off from , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman W1G 407H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

667' FNL, 1095' FWL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

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***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

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(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

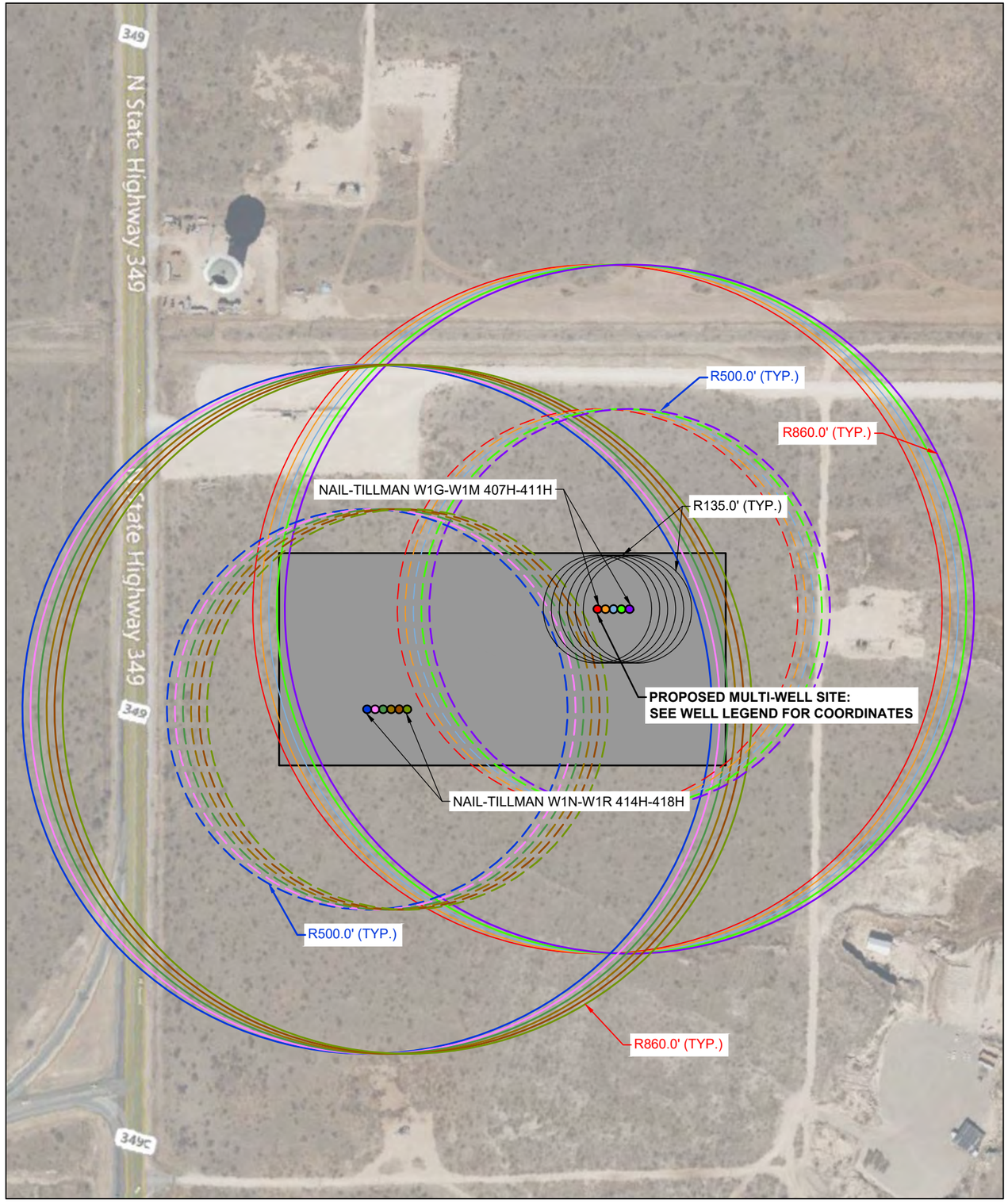
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

NAIL-TILLMAN W1G 407H
667' FNL, 1095' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855805.5', Y = 6738550.9'
LAT.: 32°06'01.91", LON.: -102°05'37.47"
LAT.: 32.100532°, LON.: -102.093743°

NAIL-TILLMAN W1H 408H
667' FNL, 1115' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855824.9', Y = 6738555.7'
LAT.: 32°06'01.97", LON.: -102°05'37.25"
LAT.: 32.100547°, LON.: -102.093681°

NAIL-TILLMAN W1I 409H
667' FNL, 1135' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855844.3', Y = 6738560.4'
LAT.: 32°06'02.02", LON.: -102°05'37.03"
LAT.: 32.100562°, LON.: -102.093618°

NAIL-TILLMAN W1J 410H
667' FNL, 1155' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855863.7', Y = 6738565.1'
LAT.: 32°06'02.08", LON.: -102°05'36.80"
LAT.: 32.100577°, LON.: -102.093556°

NAIL-TILLMAN W1K 411H
667' FNL, 1175' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855883.2', Y = 6738569.9'
LAT.: 32°06'02.13", LON.: -102°05'36.58"
LAT.: 32.100591°, LON.: -102.093494°

NAIL-TILLMAN W1M 413H
921' FNL, 521' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855306.3', Y = 6738171.6'
LAT.: 32°05'57.99", LON.: -102°05'43.12"
LAT.: 32.099443°, LON.: -102.095312°

NAIL-TILLMAN W1N 414H
921' FNL, 542' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855325.7', Y = 6738176.3'
LAT.: 32°05'58.05", LON.: -102°05'42.90"
LAT.: 32.099458°, LON.: -102.095250°

NAIL-TILLMAN W1O 415H
921' FNL, 561' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855345.1', Y = 6738181.1'
LAT.: 32°05'58.10", LON.: -102°05'42.68"
LAT.: 32.099473°, LON.: -102.095188°

NAIL-TILLMAN W1P 416H
921' FNL, 581' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855364.5', Y = 6738185.8'
LAT.: 32°05'58.16", LON.: -102°05'42.45"
LAT.: 32.099488°, LON.: -102.095125°

NAIL-TILLMAN W1Q 417H
921' FNL, 602' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855384.0', Y = 6738190.6'
LAT.: 32°05'58.21", LON.: -102°05'42.23"
LAT.: 32.099502°, LON.: -102.095063°

NAIL-TILLMAN W1R 418H
921' FNL, 621' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855403.4', Y = 6738195.3'
LAT.: 32°05'58.26", LON.: -102°05'42.00"
LAT.: 32.099517°, LON.: -102.095001°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/24/2025
BY: J. ALVAREZ
REV.: 5/15/2025 J. ALVAREZ
AVO: 047474.866

PIONEER NATURAL RESOURCES USA, INC.

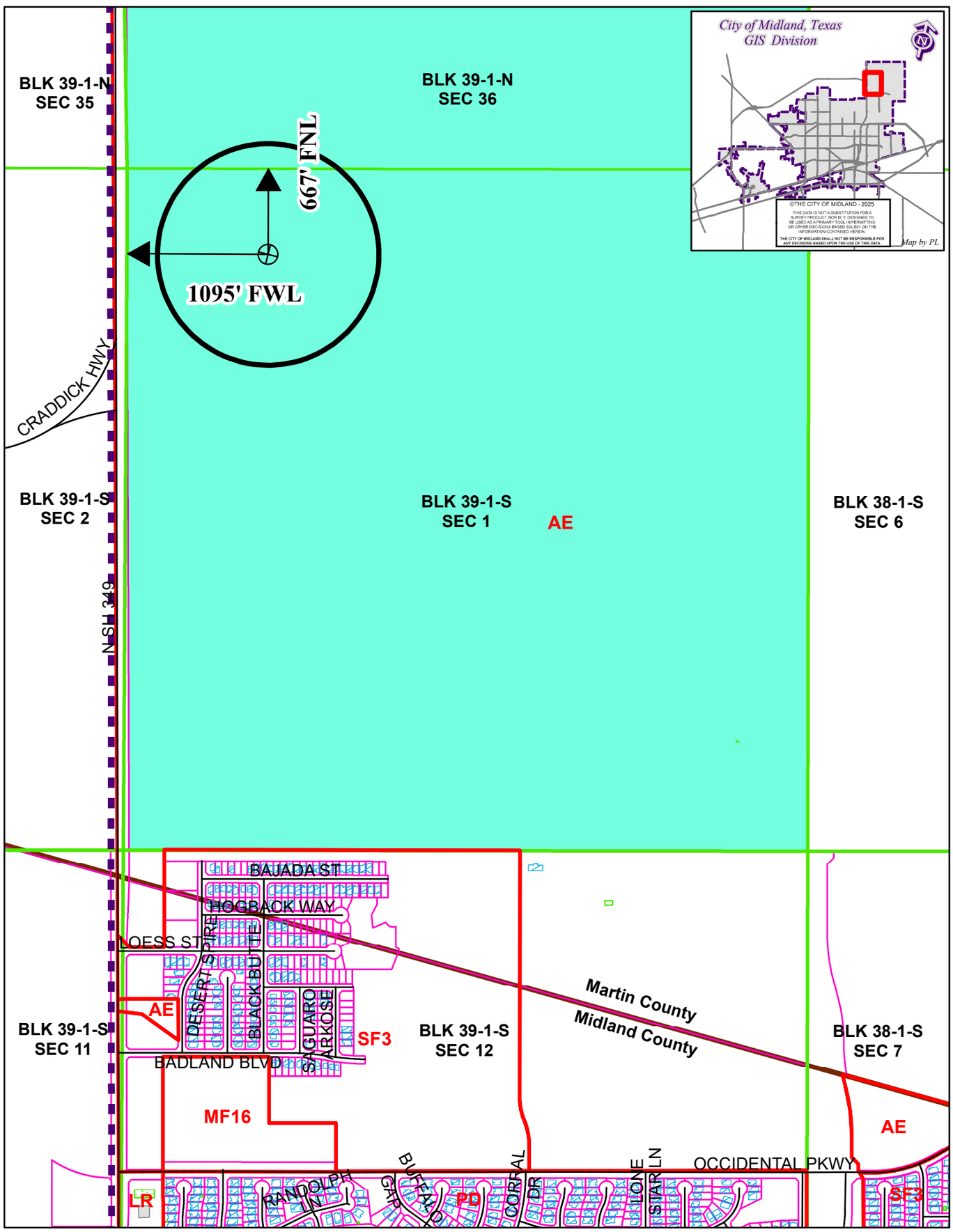
EXHIBIT "E"
AERIAL SITE PLAN

NAIL-TILLMAN W1G-W1R 407H-411H, 413-418H

LOCATED IN:
SECTION 1, BLOCK 39, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 314,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

A:\47000S\47474\866\SURV\CADD\SHEETS\EXHIBIT\047474.866_AERIAL_SITE_PLAN_EXHIBIT_E.DWG



LOCATION AND ZONING MAP

Oil-070261-2025 **Scale: 1" = 950'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 667' FNL and 1,095' FWL, Section 1, Block 39-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 7,122 feet north of Occidental Pkwy and 1,182 feet east of SH 349.

Nail-Tillman W1G 407H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

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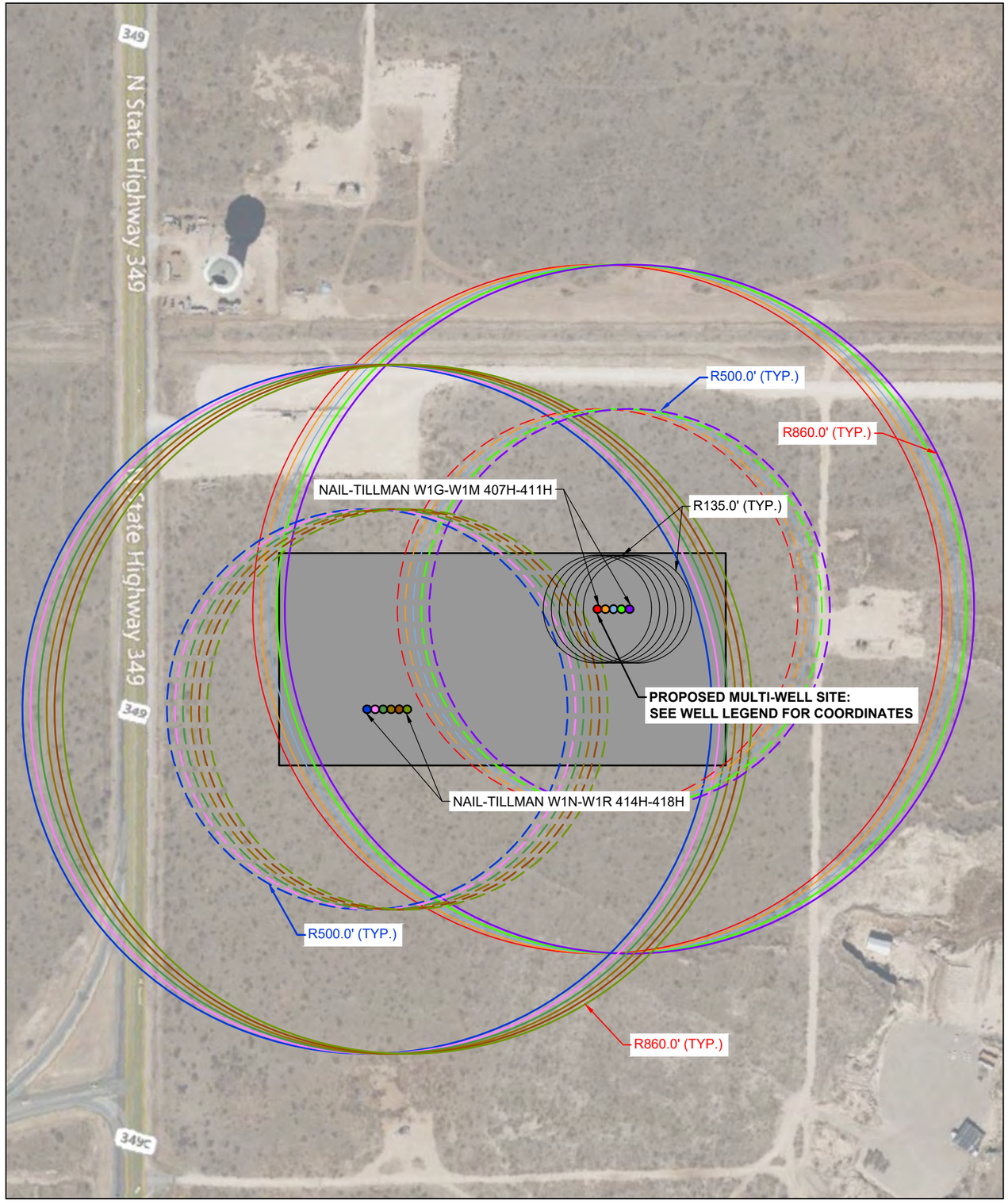
4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

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667' FNL, 1095' FWL (SEC. 1)
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(NAD83)
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LAT.: 32.100577°, LON.: -102.093556°

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(NAD83)
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LAT.: 32.100591°, LON.: -102.093494°

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LAT.: 32.099458°, LON.: -102.095250°

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LAT.: 32.099473°, LON.: -102.095188°

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LAT.: 32.099502°, LON.: -102.095063°

NAIL-TILLMAN W1R 418H
921' FNL, 621' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855403.4', Y = 6738195.3'
LAT.: 32°05'58.26", LON.: -102°05'42.00"
LAT.: 32.099517°, LON.: -102.095001°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/24/2025
BY: J. ALVAREZ
REV.: 5/15/2025 J. ALVAREZ
AVO: 047474.866

PIONEER NATURAL RESOURCES USA, INC.

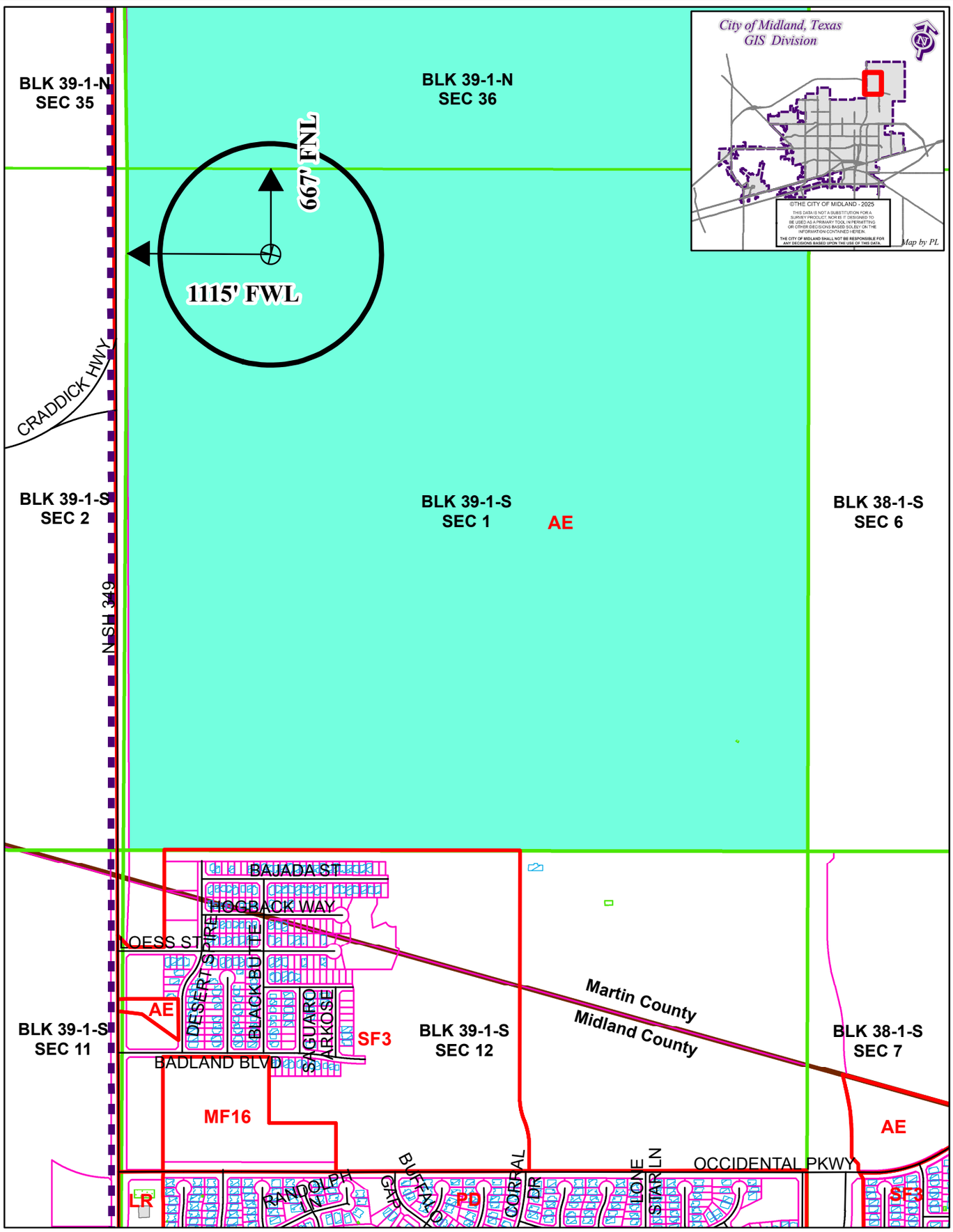
EXHIBIT "E"
AERIAL SITE PLAN

NAIL-TILLMAN W1G-W1R 407H-411H, 413-418H

LOCATED IN:
SECTION 1, BLOCK 39, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 314,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

A:\47000S\47474\866\SURV\CADD\SHEETS\EXHIBIT\047474.866_AERIAL_SITE_PLAN_EXHIBIT_E.DWG



LOCATION AND ZONING MAP

Oil-070262-2025 **Scale: 1" = 950'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 667' FNL and 1,115' FWL, Section 1, Block 39-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 7,122 feet north of Occidental Pkwy and 1,202 feet east of SH 349.

Nail-Tillman W1H 408H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Brashier, Crosby PLLC & Lynch, Chappell & Alsup ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas.

Pad location is owned by Jones Bros Dirt & Paving. Other property within 860' are: City of Midland and Occidental Permian Ltd. (See Exhibit D for details.)

Currently undeveloped.

ATTACHED AS EXHIBIT D **is (a** ***Title Opinion by , a licensed Texas Attorney/a Take-off from , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman W1I 409H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

667' FNL, 1135' FWL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

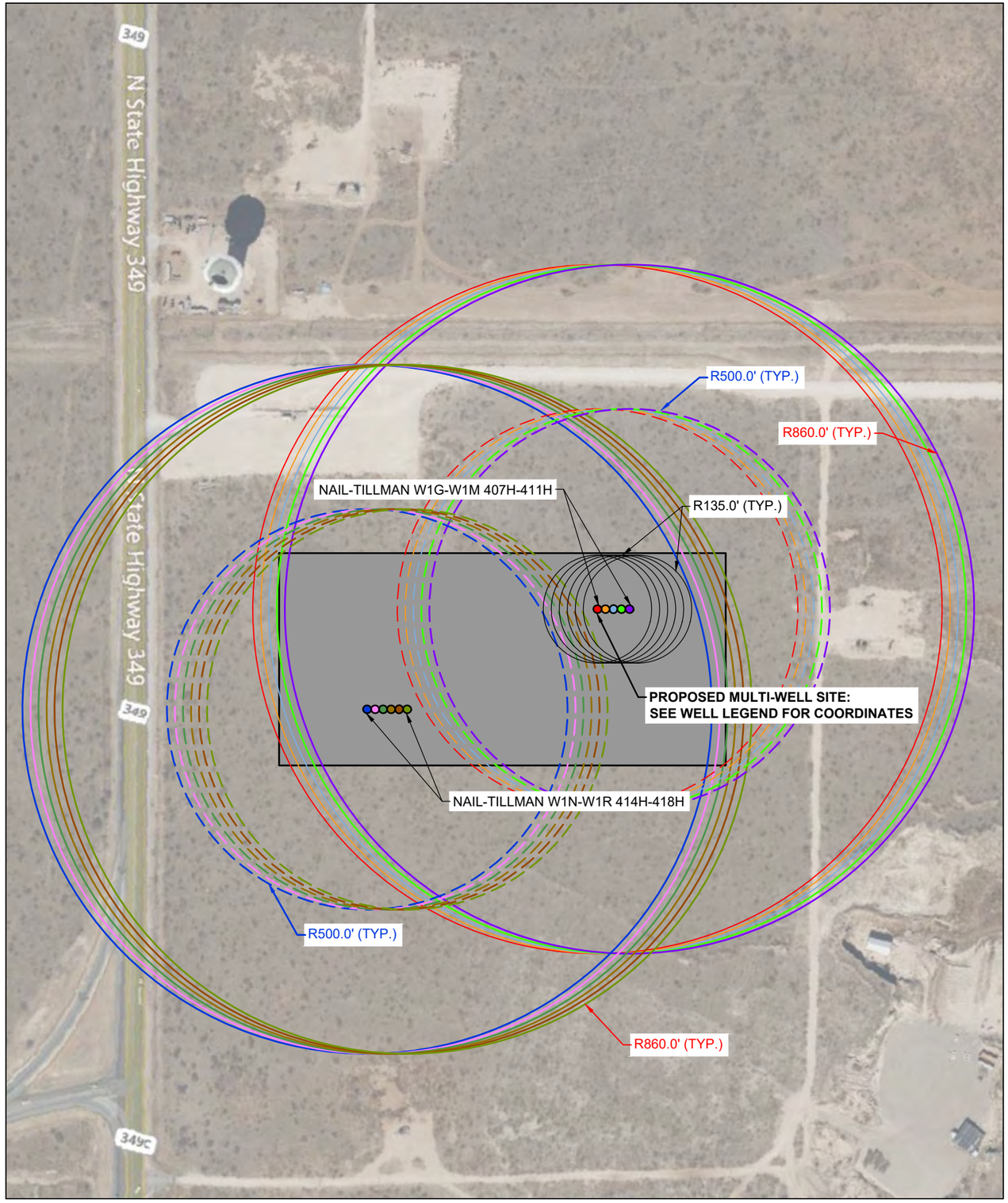
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

NAIL-TILLMAN W1G 407H
667' FNL, 1095' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855805.5', Y = 6738550.9'
LAT.: 32°06'01.91", LON.: -102°05'37.47"
LAT.: 32.100532°, LON.: -102.093743°

NAIL-TILLMAN W1H 408H
667' FNL, 1115' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855824.9', Y = 6738555.7'
LAT.: 32°06'01.97", LON.: -102°05'37.25"
LAT.: 32.100547°, LON.: -102.093681°

NAIL-TILLMAN W1I 409H
667' FNL, 1135' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855844.3', Y = 6738560.4'
LAT.: 32°06'02.02", LON.: -102°05'37.03"
LAT.: 32.100562°, LON.: -102.093618°

NAIL-TILLMAN W1J 410H
667' FNL, 1155' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855863.7', Y = 6738565.1'
LAT.: 32°06'02.08", LON.: -102°05'36.80"
LAT.: 32.100577°, LON.: -102.093556°

NAIL-TILLMAN W1K 411H
667' FNL, 1175' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855883.2', Y = 6738569.9'
LAT.: 32°06'02.13", LON.: -102°05'36.58"
LAT.: 32.100591°, LON.: -102.093494°

NAIL-TILLMAN W1M 413H
921' FNL, 521' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855306.3', Y = 6738171.6'
LAT.: 32°05'57.99", LON.: -102°05'43.12"
LAT.: 32.099443°, LON.: -102.095312°

NAIL-TILLMAN W1N 414H
921' FNL, 542' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855325.7', Y = 6738176.3'
LAT.: 32°05'58.05", LON.: -102°05'42.90"
LAT.: 32.099458°, LON.: -102.095250°

NAIL-TILLMAN W1O 415H
921' FNL, 561' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855345.1', Y = 6738181.1'
LAT.: 32°05'58.10", LON.: -102°05'42.68"
LAT.: 32.099473°, LON.: -102.095188°

NAIL-TILLMAN W1P 416H
921' FNL, 581' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855364.5', Y = 6738185.8'
LAT.: 32°05'58.16", LON.: -102°05'42.45"
LAT.: 32.099488°, LON.: -102.095125°

NAIL-TILLMAN W1Q 417H
921' FNL, 602' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855384.0', Y = 6738190.6'
LAT.: 32°05'58.21", LON.: -102°05'42.23"
LAT.: 32.099502°, LON.: -102.095063°

NAIL-TILLMAN W1R 418H
921' FNL, 621' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855403.4', Y = 6738195.3'
LAT.: 32°05'58.26", LON.: -102°05'42.00"
LAT.: 32.099517°, LON.: -102.095001°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/24/2025
BY: J. ALVAREZ
REV.: 5/15/2025 J. ALVAREZ
AVO: 047474.866

PIONEER NATURAL RESOURCES USA, INC.

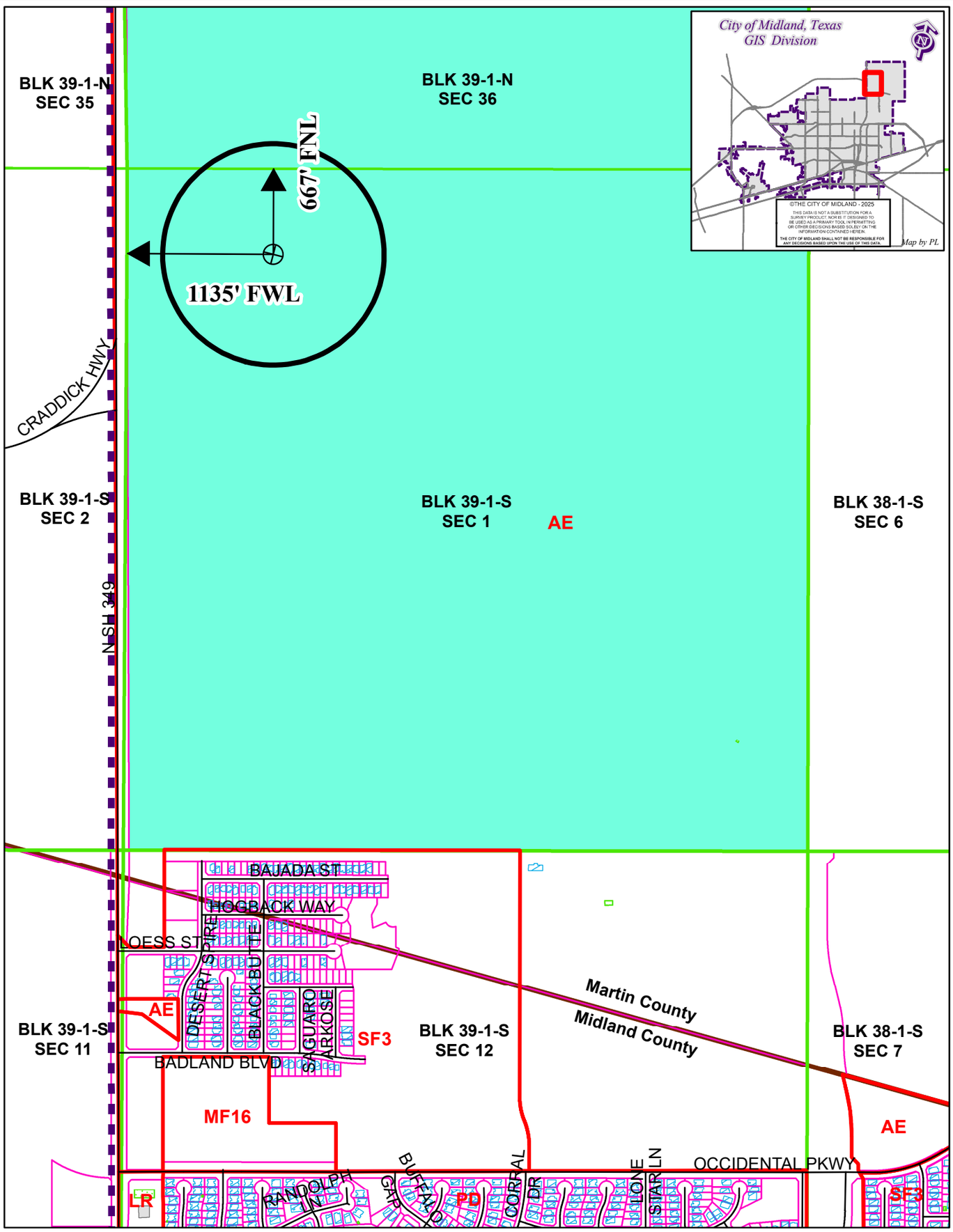
EXHIBIT "E"
AERIAL SITE PLAN

NAIL-TILLMAN W1G-W1R 407H-411H, 413-418H

LOCATED IN:
SECTION 1, BLOCK 39, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 314,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

A:\47000S\47474\866\SURV\CADD\SHEETS\EXHIBIT\047474.866_AERIAL_SITE_PLAN_EXHIBIT_E.DWG



LOCATION AND ZONING MAP

Oil-070263-2025 **Scale: 1" = 950'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 667' FNL and 1,135' FWL, Section 1, Block 39-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 7,122 feet north of Occidental Pkwy and 1,222 feet east of SH 349.

Nail-Tillman W1I 409H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

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IV. Well & Operations Information

Proposed Well Name: Nail-Tillman W1J 410H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

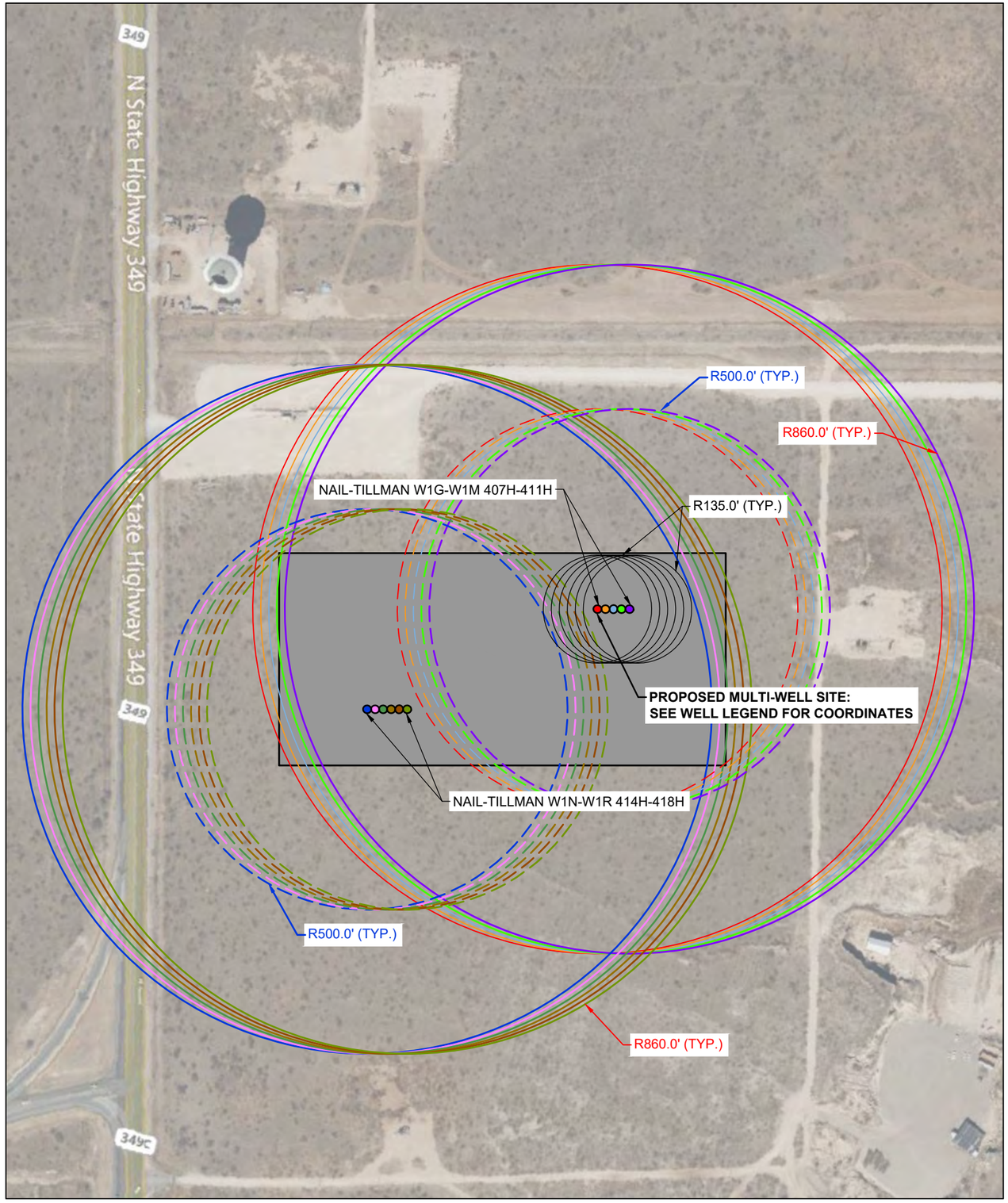
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

NAIL-TILLMAN W1G 407H
667' FNL, 1095' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855805.5', Y = 6738550.9'
LAT.: 32°06'01.91", LON.: -102°05'37.47"
LAT.: 32.100532°, LON.: -102.093743°

NAIL-TILLMAN W1H 408H
667' FNL, 1115' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855824.9', Y = 6738555.7'
LAT.: 32°06'01.97", LON.: -102°05'37.25"
LAT.: 32.100547°, LON.: -102.093681°

NAIL-TILLMAN W1I 409H
667' FNL, 1135' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855844.3', Y = 6738560.4'
LAT.: 32°06'02.02", LON.: -102°05'37.03"
LAT.: 32.100562°, LON.: -102.093618°

NAIL-TILLMAN W1J 410H
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SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855863.7', Y = 6738565.1'
LAT.: 32°06'02.08", LON.: -102°05'36.80"
LAT.: 32.100577°, LON.: -102.093556°

NAIL-TILLMAN W1K 411H
667' FNL, 1175' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855883.2', Y = 6738569.9'
LAT.: 32°06'02.13", LON.: -102°05'36.58"
LAT.: 32.100591°, LON.: -102.093494°

NAIL-TILLMAN W1M 413H
921' FNL, 521' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855306.3', Y = 6738171.6'
LAT.: 32°05'57.99", LON.: -102°05'43.12"
LAT.: 32.099443°, LON.: -102.095312°

NAIL-TILLMAN W1N 414H
921' FNL, 542' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855325.7', Y = 6738176.3'
LAT.: 32°05'58.05", LON.: -102°05'42.90"
LAT.: 32.099458°, LON.: -102.095250°

NAIL-TILLMAN W1O 415H
921' FNL, 561' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855345.1', Y = 6738181.1'
LAT.: 32°05'58.10", LON.: -102°05'42.68"
LAT.: 32.099473°, LON.: -102.095188°

NAIL-TILLMAN W1P 416H
921' FNL, 581' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855364.5', Y = 6738185.8'
LAT.: 32°05'58.16", LON.: -102°05'42.45"
LAT.: 32.099488°, LON.: -102.095125°

NAIL-TILLMAN W1Q 417H
921' FNL, 602' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855384.0', Y = 6738190.6'
LAT.: 32°05'58.21", LON.: -102°05'42.23"
LAT.: 32.099502°, LON.: -102.095063°

NAIL-TILLMAN W1R 418H
921' FNL, 621' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855403.4', Y = 6738195.3'
LAT.: 32°05'58.26", LON.: -102°05'42.00"
LAT.: 32.099517°, LON.: -102.095001°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/24/2025
BY: J. ALVAREZ
REV.: 5/15/2025 J. ALVAREZ
AVO: 047474.866

PIONEER NATURAL RESOURCES USA, INC.

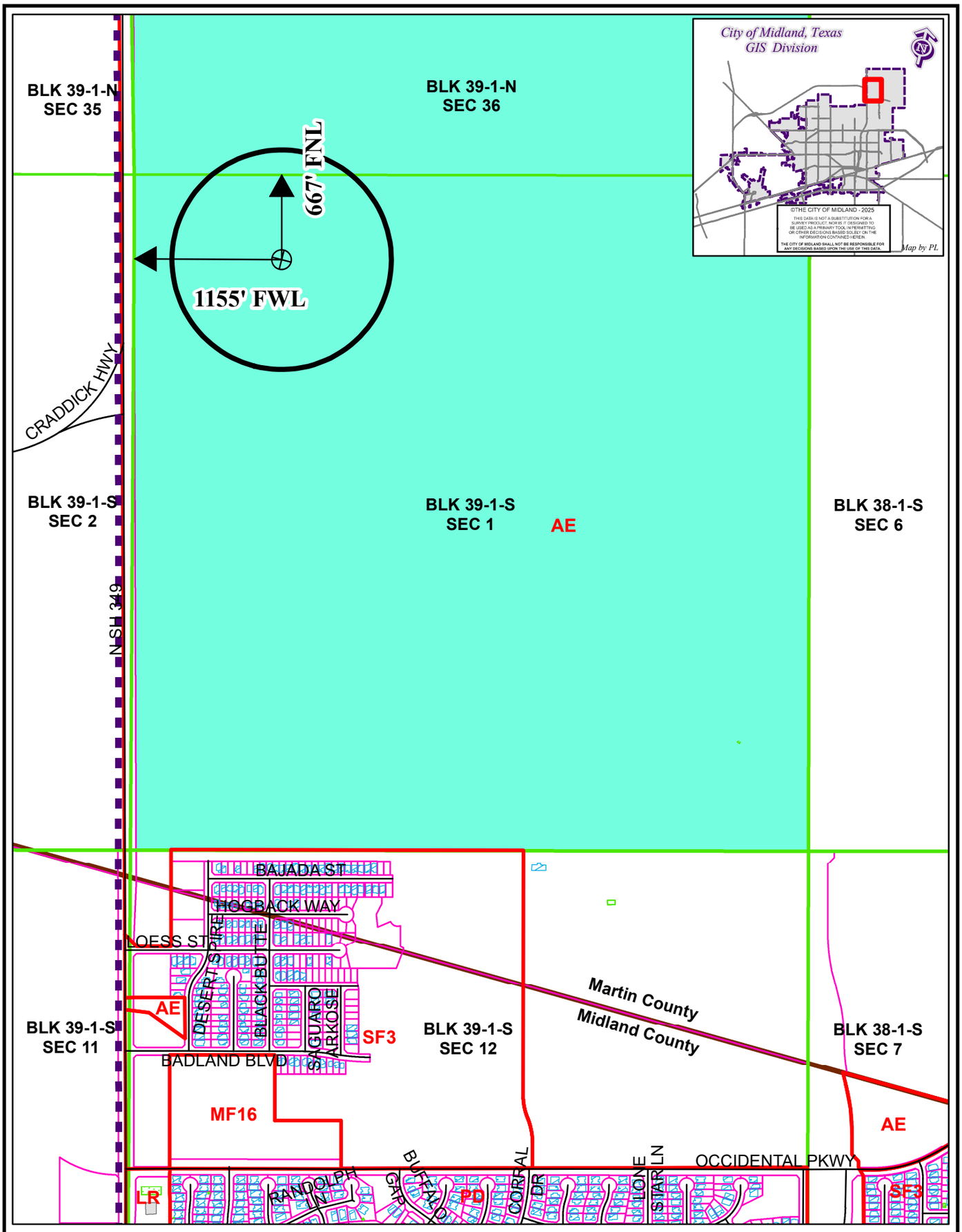
EXHIBIT "E"
AERIAL SITE PLAN

NAIL-TILLMAN W1G-W1R 407H-411H, 413-418H

LOCATED IN:
SECTION 1, BLOCK 39, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 314,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

A:\47000S\47474\866\SURV\CADD\SHEETS\EXHIBIT\047474.866_AERIAL_SITE_PLAN_EXHIBIT_E.DWG



LOCATION AND ZONING MAP

Oil-070264-2025 **Scale: 1" = 950'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 667' FNL and 1,155' FWL, Section 1, Block 39-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 7,122 feet north of Occidental Pkwy and 1,242 feet east of SH 349.

Nail-Tillman W1J 410H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
8/1/2025	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
BJ Laechelin, Operations Manager	3617 N Big Spring St. Midland, TX 79705	713-446-1628 (Mobile) Rep. Fax
Fee: $4,000.00 Rec'd Yes___ No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1):

Option A: Laura Wallace, Regulatory Advisor
777 Hidden Ridge Lane Irving, Texas 75038

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. Attached as Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Brashier, Crosby PLLC & Lynch, Chappell & Alsup ***, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from ,*** ***a licensed Texas Attorney)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas.

Pad location is owned by Jones Bros Dirt & Paving. Other property within 860' are: City of Midland and Occidental Permian Ltd. (See Exhibit D for details.)

Currently undeveloped.

ATTACHED AS EXHIBIT D **is (a** ***Title Opinion by , a licensed Texas Attorney/a Take-off from , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

***ATTACHED AS EXHIBIT E* is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman W1K 411H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

667' FNL, 1175' FWL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M* is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].**

***ATTACHED AS EXHIBIT N* is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Expecting a delay in Oncor's delivery timing.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Laura Wallace 4/21/25
Its Regulatory Advisor

State of Texas)

County of Dallas)

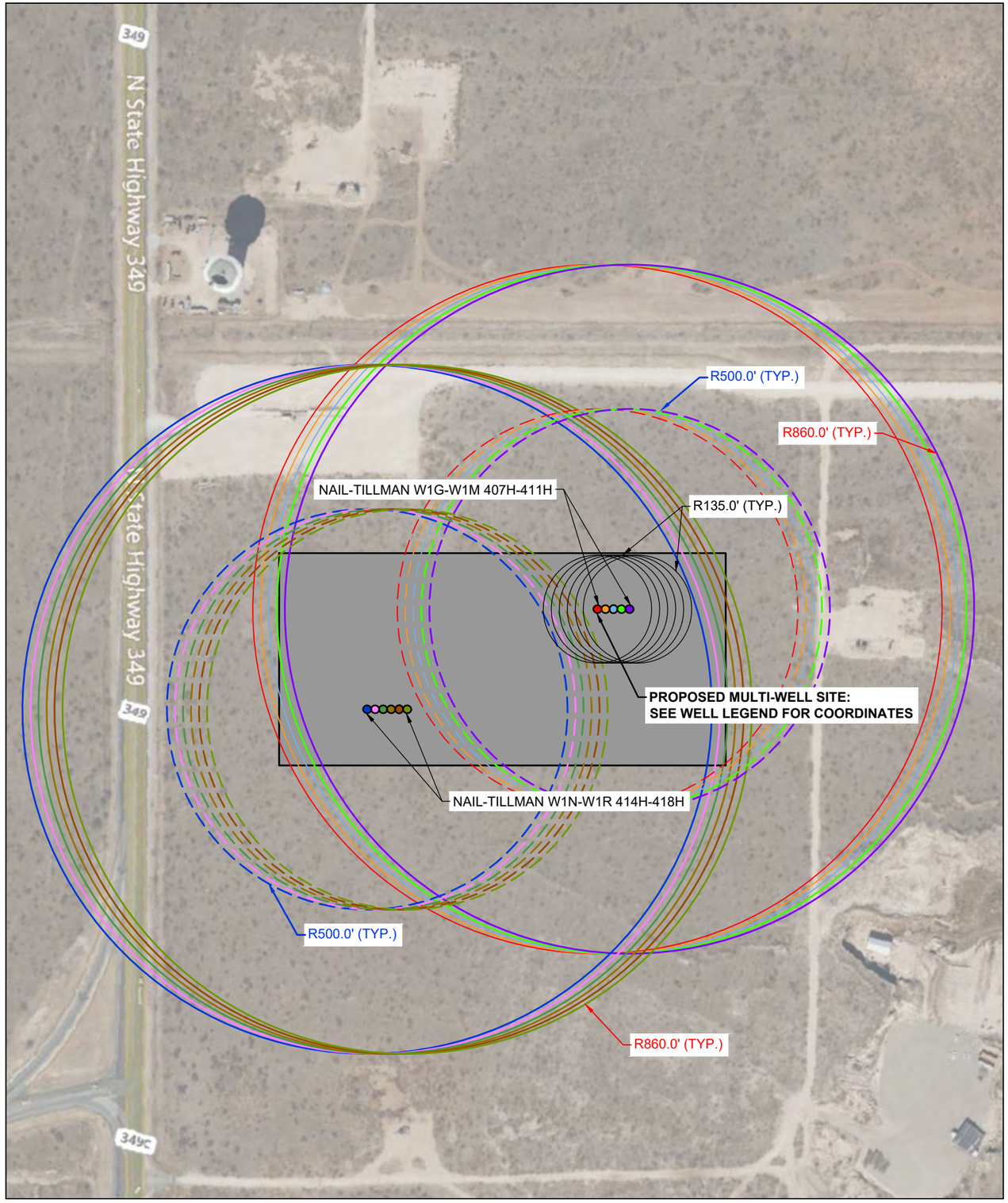
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

4/21/25

Notary Public, State of Texas

[S E A L]

BOBBY WHITEHEAD
Notary Public, State of Texas
Comm. Expires 08-30-2025
Notary ID 126336794



WELL LEGEND

NAIL-TILLMAN W1G 407H
667' FNL, 1095' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855805.5', Y = 6738550.9'
LAT.: 32°06'01.91", LON.: -102°05'37.47"
LAT.: 32.100532°, LON.: -102.093743°

NAIL-TILLMAN W1H 408H
667' FNL, 1115' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855824.9', Y = 6738555.7'
LAT.: 32°06'01.97", LON.: -102°05'37.25"
LAT.: 32.100547°, LON.: -102.093681°

NAIL-TILLMAN W1I 409H
667' FNL, 1135' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855844.3', Y = 6738560.4'
LAT.: 32°06'02.02", LON.: -102°05'37.03"
LAT.: 32.100562°, LON.: -102.093618°

NAIL-TILLMAN W1J 410H
667' FNL, 1155' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855863.7', Y = 6738565.1'
LAT.: 32°06'02.08", LON.: -102°05'36.80"
LAT.: 32.100577°, LON.: -102.093556°

NAIL-TILLMAN W1K 411H
667' FNL, 1175' FWL (SEC. 1)
SHL GROUND ELEVATION: 2848'
(NAD83)
X = 855883.2', Y = 6738569.9'
LAT.: 32°06'02.13", LON.: -102°05'36.58"
LAT.: 32.100591°, LON.: -102.093494°

NAIL-TILLMAN W1M 413H
921' FNL, 521' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855306.3', Y = 6738171.6'
LAT.: 32°05'57.99", LON.: -102°05'43.12"
LAT.: 32.099443°, LON.: -102.095312°

NAIL-TILLMAN W1N 414H
921' FNL, 542' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855325.7', Y = 6738176.3'
LAT.: 32°05'58.05", LON.: -102°05'42.90"
LAT.: 32.099458°, LON.: -102.095250°

NAIL-TILLMAN W1O 415H
921' FNL, 561' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855345.1', Y = 6738181.1'
LAT.: 32°05'58.10", LON.: -102°05'42.68"
LAT.: 32.099473°, LON.: -102.095188°

NAIL-TILLMAN W1P 416H
921' FNL, 581' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855364.5', Y = 6738185.8'
LAT.: 32°05'58.16", LON.: -102°05'42.45"
LAT.: 32.099488°, LON.: -102.095125°

NAIL-TILLMAN W1Q 417H
921' FNL, 602' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855384.0', Y = 6738190.6'
LAT.: 32°05'58.21", LON.: -102°05'42.23"
LAT.: 32.099502°, LON.: -102.095063°

NAIL-TILLMAN W1R 418H
921' FNL, 621' FWL (SEC. 1)
SHL GROUND ELEVATION: 2849'
(NAD83)
X = 855403.4', Y = 6738195.3'
LAT.: 32°05'58.26", LON.: -102°05'42.00"
LAT.: 32.099517°, LON.: -102.095001°

LEGEND

MULTI-COLOR — 860-FOOT BUFFER/ HALO
MULTI-COLOR — 500-FOOT BUFFER/ HALO
135-FOOT ORDINANCE DISTANCE
PROPOSED WELL PAD SITE

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
05/20/2025

N

0' 300' 600'

SCALE: 1" = 300'

NOTE: WELL LOCATIONS ARE APPROXIMATELY 7 MILES NORTH OF MIDLAND, TEXAS.

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998
DATE: 2/24/2025
BY: J. ALVAREZ
REV.: 5/15/2025 J. ALVAREZ
AVO: 047474.866

PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "E"
AERIAL SITE PLAN

NAIL-TILLMAN W1G-W1R 407H-411H, 413-418H

LOCATED IN:
SECTION 1, BLOCK 39, T-1-S,
T.&P. R.R. CO. SURVEY,
ABSTRACT NO. 314,
MARTIN COUNTY, TEXAS

PAGE 1 OF 2

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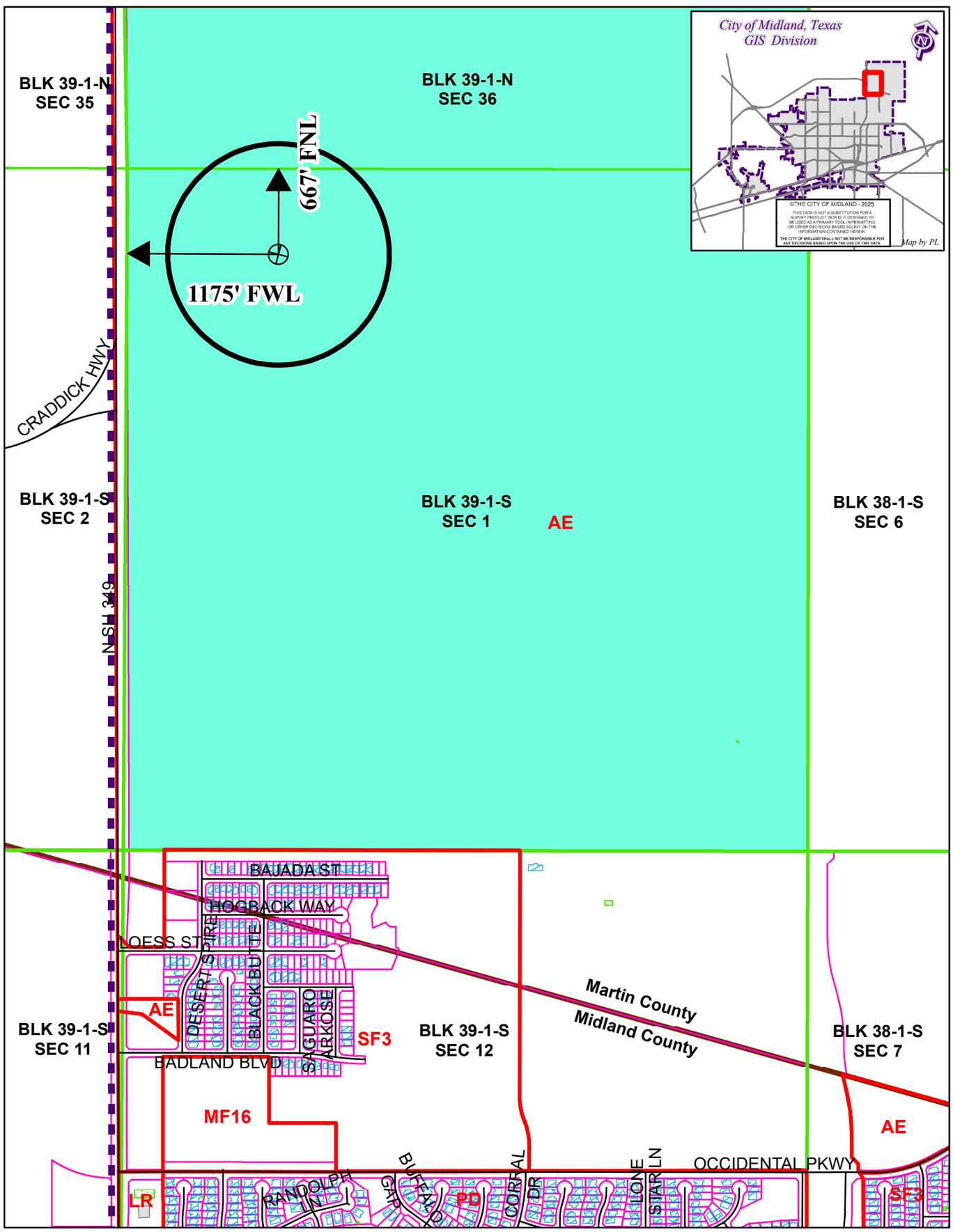


LOCATION AND ZONING MAP

Oil-070265-2025 **Scale: 1" = 950'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 667' FNL and 1,175' FWL, Section 1, Block 39-1-S, T&P RR CO Survey, Martin County, Texas.

Generally located 7,122 feet north of Occidental Pkwy and 1,262 feet east of SH 349.

Nail-Tillman W1K 411H

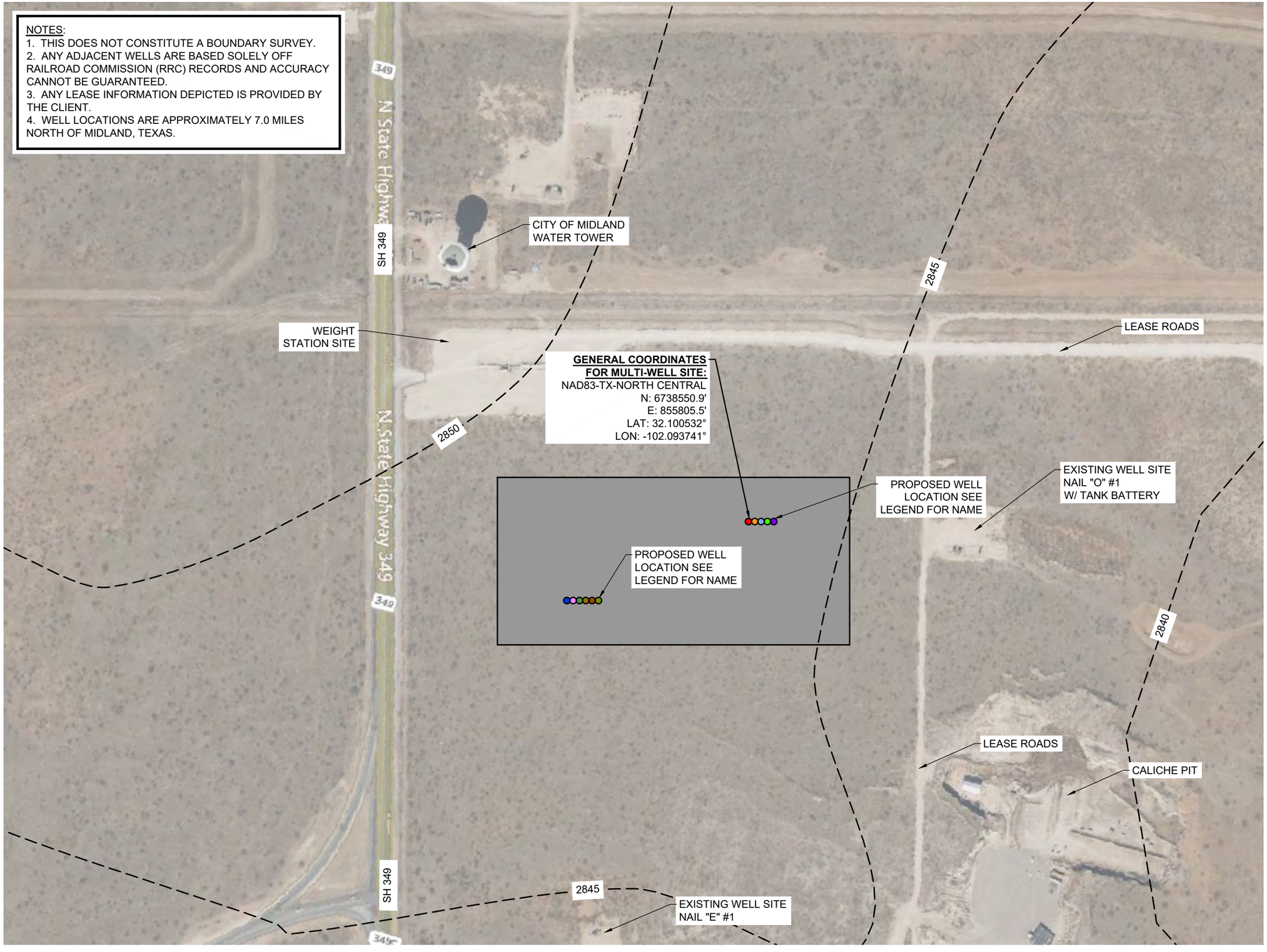
LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2 ,LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:
1. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. ANY ADJACENT WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION (RRC) RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. ANY LEASE INFORMATION DEPICTED IS PROVIDED BY THE CLIENT.
4. WELL LOCATIONS ARE APPROXIMATELY 7.0 MILES NORTH OF MIDLAND, TEXAS.



LEGEND

- NAIL-TILLMAN W1G 407H
- NAIL-TILLMAN W1H 408H
- NAIL-TILLMAN W1I 409H
- NAIL-TILLMAN W1J 410H
- NAIL-TILLMAN W1K 411H
- NAIL-TILLMAN W1M 413H
- NAIL-TILLMAN W1N 414H
- NAIL-TILLMAN W1O 415H
- NAIL-TILLMAN W1P 416H
- NAIL-TILLMAN W1Q 417H
- NAIL-TILLMAN W1R 418H
- PROPOSED WELL PAD SITE
- CONTOURS

STATE OF TEXAS
REGISTERED
HUNTER WADE WILLS
5929
PROFESSIONAL
LAND SURVEYOR

Hunter Wade Wills
03/28/2025

N

0' 300' 600

SCALE: 1" = 300'

halff
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 2/24/2025
BY: J. ALVAREZ
AVO: 047474.866

PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "G"
TOPOGRAPHIC FEATURES

NAIL-TILLMAN W1G-W1R 407H-411H, 413-418H

LOCATED IN:
SECTION 1, BLOCK 39, TOWNSHIP-1-SOUTH, T.&P. R.R. CO. SURVEY, ABSTRACT No. 314, MARTIN COUNTY, TEXAS

PAGE 1 OF 1

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OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 18, 2025, considered the application of Pioneer Natural Resources, USA, Inc. ("Operator") dated August 1, 2025, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's Nail-Tillman W1G 407H oil and gas well shall be 667 feet from the north line and 1,095 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 18, 2025 through November 18, 2026, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. No road repair agreement is required because no City streets will be used to access the well site.
2. No landscaping or irrigation is required.
3. Twenty-four hour hydraulic fracturing operations are permitted.
4. Drill cuttings may be removed from the surface location.
5. On-site compressors are allowed to be used for gas lift during the production phase.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2025.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2025.

Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

OIL AND GAS WELL PERMIT

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The location of Operator's Nail-Tillman W1H 408H oil and gas well shall be 667 feet from the north line and 1,115 feet from the west line, Section 1, Block 39, T-1-S, T&P RR Co. Survey, Martin County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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Pioneer Natural Resources, USA, Inc.

By: _____

Laura Wallace,

Regulatory Specialist Advisor

City Council Meeting

Item Number: 19.
Meeting Date: November 18, 2025
To: City Council
From: Elizabeth Triggs, Chief Planning & Development Officer
Subject: MOTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT WITH MIDLAND DOWNTOWN FARMERS MARKET ("MDFM") REGARDING CITY-OWNED PROPERTY DESCRIBED AS (I) THE PORTION OF COLORADO STREET LOCATED NORTH OF OHIO AVENUE AND SOUTH OF TENNESSEE AVENUE AND (II) BLOCK 7, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS; SAID AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT SUPERSEDING THAT CERTAIN REVOCABLE LICENSE AGREEMENT WITH MDFM THAT BECAME EFFECTIVE ON JANUARY 1, 2024

Purpose:
The purpose of this agreement is to amend and renew the license that allows the Midland Downtown Farmers Market to operate on Colorado Street and the vacant City-owned property at 404 N. Colorado Street. The amendment extends operating hours into the evening and permits onsite alcohol sales, supporting the City's goals to increase activation of downtown public space and expand weekend programming. The Market continues to serve as a low-barrier retail opportunity for small, local businesses, and the updated terms will allow the City to pilot seasonal night markets during the holiday season.

Recommended Action:
Approve

Fiscal Impact:
The Farmers Market will pay the City an annual license fee of $1,200, due prior to the first Saturday of operation each year. In addition, the Market will collect a $10 vendor fee from each participating vendor and remit those fees to the City on a monthly basis. These fees are intended to recover City costs associated with administering the license and managing use of the City-owned property.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The City first entered into a license agreement with the Midland Downtown Farmers Market in

January 2024 to allow the Market to operate each Saturday on a portion of Colorado Street and the adjoining City-owned parcel at 404 N. Colorado Street (Block 7). The original agreement restricted operations to daytime hours and prohibited onsite alcohol consumption. The amended agreement removes both limitations, allowing the Saturday Market to continue past 5:00 p.m. and to permit alcohol sales, sampling, and tastings. This change is intended to support participation from local breweries, wineries, and similar producers who rely on tastings as a key sales and marketing tool, while still requiring compliance with state law and the presence of two peace officers during hours when alcohol is served.

These revisions support several ongoing downtown priorities, including increased activation of public space, expanded weekend programming, and growth of local small businesses. The Market already serves as an incubator for micro-enterprises by providing an accessible, low-overhead retail environment for food vendors, artisans, growers, and beverage producers. The ability to pilot Saturday evening “night markets” during the holiday season creates an opportunity to test expanded programming, attract additional visitors, and strengthen downtown’s identity as a destination.

The agreement maintains operational safeguards, including required barricades, restrooms, cleanup, monthly vendor reporting, insurance, and indemnification provisions. The license remains revocable at will and does not convey any property interest in the premises.

Attachments:

A. AGREEMENT - MDFM COM signed 11.2025

Stephanie Mata, Development Services	Created/Initiated - 11/7/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT

THIS AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and effective the 19th day of November, 2025, by and between THE CITY OF MIDLAND, TEXAS ("Licensor"), and MIDLAND DOWNTOWN FARMERS MARKET ("Licensee").

Recitals:

WHEREAS, Licensor and Licensee entered into that certain Revocable License Agreement (the "2024 Agreement") effective the 1st day of January, 2024 (the "Effective Date"), regarding Licensee's use of (i) the portion of Colorado Street located north of Ohio Avenue and south of Tennessee Avenue and (ii) Block 7, Original Town, City and County of Midland, Texas (collectively, the "Premises"); and

WHEREAS, the Agreement prohibits the sale of alcoholic beverages for consumption on the Premises and operation of a farmers market after 5:00 p.m.; and

WHEREAS, Licensee has requested that Licensor allow the sale of alcoholic beverages for consumption on the Premises and operation of a farmers market after 5:00 p.m.; and

WHEREAS, Licensor and Licensee desire to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree to amend, modify, and supersede the 2024 Agreement in its entirety as follows:

Article I. Premises; Use

A. Licensor hereby grants to Licensee a nonexclusive license to use the real property described as (i) the portion of Colorado Street located north of Ohio Avenue and south of Tennessee Avenue and (ii) Block 7, Original Town, City and County of Midland, Texas (collectively, the "Premises"), subject to the terms and conditions of this Agreement.

B. The Premises may be used for the limited purpose of hosting a farmers market (the "Market") each Saturday during the term of this Agreement, subject to the following conditions:

1. Licensee may direct vendors to park on the aforementioned portion of Colorado Street. If said portion of Colorado Street is to be used by Licensee during the operation of the Market for any purpose, including but not limited to vendor parking, Licensee shall:

   a. barricade said portion of Colorado Street from the north side of Ohio Avenue to the south side of Tennessee Avenue using type 3 barricades; provided, however, that said barricades shall not be placed thereon earlier than 6:00 p.m. each Friday;

b. place signs at appropriate locations stating, "ROAD CLOSED AHEAD"; provided, however, that said signs shall not be placed at such locations earlier than 6:00 p.m. each Friday; and

c. remove such barricades and signs no later than 5:00 p.m. each Saturday; provided, however, that if this Agreement is renewed for calendar year 2026, such barricades and signs shall be removed no later than 10:00 p.m. each Saturday until March 1, 2026.

2. Licensee shall provide four portable restrooms on the Premises to be made available to all occupants of the Premises during all hours of operation of the Market. Said portable restrooms may be located on the Premises no earlier than 6:00 p.m. each Friday and shall be removed from the Premises no later than 5:00 p.m. each Saturday; provided, however, that if this Agreement is renewed for calendar year 2026, such portable restrooms shall be removed no later than 10:00 p.m. each Saturday until March 1, 2026.

3. During all hours of operation of the Market, Licensee may:

   a. sell or allow the sale of alcoholic beverages in sealed containers for consumption off the Premises;

   b. sell or allow the sale of alcoholic beverages for consumption on the Premises; and

   c. provide or allow the provision of samples of alcoholic beverages, each having a volume no greater than 60 milliliters, for consumption on the Premises.

   Licensee shall comply with, and ensure that vendors and guests comply with, all applicable laws and regulations related to the sale and consumption of alcoholic beverages. During all hours when alcoholic beverages are offered for sale for consumption on the Premises, Licensee, at Licensee's cost, shall provide a minimum of two peace officers as security guards on the Premises.

4. Licensee shall provide garbage containers and garbage bags during all hours of operation of the Market and shall dispose of all refuse on the Premises in said containers during and immediately after operation of the Market.

5. During each day of operation of the Market, Licensee shall collect a fee of $10.00 (the "Vendor Fee") from each vendor in attendance at the Market. Within 15 days following the end of each month, Licensee shall remit to Licensor all Vendor Fees collected that month. This paragraph shall survive termination of this Agreement.

6. Within 15 days following the end of each month, Licensee shall provide an end-of-month report (a "Report") to Licensor as follows:

a. Each Report shall be sent to Licensor via email to etriggs@midlandtexas.gov. Licensor may designate a different email address to which Reports shall be sent by giving written notice thereof to Licensee.

b. Each Report shall contain (i) the number of vendors who attended the Market on each day of operation that month and (ii) the total amount of Vendor Fees collected on each day of operation that month.

7. Licensor will not provide set-up, tear-down, or clean-up support. Each Saturday, Licensee shall thoroughly clean the Premises immediately upon the end of operation of the Market.

8. Licensee shall ensure that all Market vendors and guests comply with all applicable laws, ordinances, rules, and regulations.

9. Licensee shall fully comply with all other terms and conditions of this Agreement.

C. This Agreement, including the license granted hereunder, is a privilege to go on the Premises for a certain, limited purpose and does not confer on, or vest in Licensee, any title, interest or estate to such property. This is a personal, revocable and unassignable privilege and is not an interest in the land itself.

Article II. Term; Renewal

A. The term of this Agreement shall commence on the Effective Date and shall be for two years, unless terminated earlier as otherwise provided in this Agreement. For the avoidance of doubt, the Effective Date remains January 1, 2024.

B. Not later than 60 days prior to the expiration of the then-current term of the Agreement, Licensee may submit a written request to Licensor for the renewal of the Agreement for a one-year term. If Licensor receives such a request, then not later than 30 days prior to the expiration of the then-current term, Licensor shall notify Licensee in writing of whether Licensor consents to the renewal of the Agreement for a one-year term, and if Licensor so consents, said written consent shall notify Licensee of the annual fee for such renewal term as provided in Article III; provided, however, that the Agreement shall not be renewed for more than five one-year terms. For the avoidance of doubt, a renewal shall not be effective unless Licensor has consented to the renewal in writing and Licensee has paid the annual fee for such renewal term. The issue of whether to consent to a requested renewal shall be in the sole discretion of Licensor's City Manager.

Article III. Consideration

As consideration for the license granted hereunder, Licensee shall pay to Licensor an annual fee prior to the first Saturday the Market is hosted on the Premises.

A. The annual fee for the initial term shall be $1,200.

B. If Licensor consents to a renewal term of this Agreement as provided in Article II, Licensor shall notify Licensee in writing of the annual fee for such renewal term. The determination of the annual fee for such renewal term shall be in the sole discretion of Licensor's City Manager.

Article IV. Reservations & Prior Rights

A. Licensor reserves to itself, its employees, agents and contractors the right to enter the Premises at all times.

B. Licensor reserves the right to construct, maintain and operate new and existing facilities upon, over, or under the Premises, and to grant to others such rights, so long as such construction, maintenance and operation does not unreasonably interfere with or create an unreasonable security risk to Licensee's use of the Premises during the term of this Agreement.

C. This Agreement is made subject to all outstanding rights, whether or not of record, Licensor reserves the right to renew such outstanding rights.

Article V. Care & Use of the Premises

A. Licensee shall use reasonable care and caution against damage or destruction to the Premises. Licensee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use or permit the use of the Premises in any way that creates a hazard to persons or property. Licensee shall keep the Premises in a safe, neat, clean and presentable condition and in good condition and repair.

B. Licensee shall comply with all laws, ordinances, rules, regulations and orders relating to Licensee's use of the Premises.

Article VI. Utilities

Licensor shall provide electricity to the Premises.

Article VII. Liens

Licensee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Licensee's use of the Premises.

Article VIII. Improvements

No alterations, improvements or installations shall be made on the Premises.

Article IX. Acceptance of Premises

Licensee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that Licensor shall have no duty to maintain, repair or improve the Premises during the term of this Agreement; provided, however, that Licensor agrees to maintain the landscaping of the Premises. Licensee acknowledges having been given the full right to inspect and review the Premises and Licensee accepts the Premises "AS IS" with any and all faults.

Article X. Release & Indemnity

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, 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.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, ATTORNEY'S FEES AND EXPENSES OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, ON ACCOUNT OF ANY ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS AND EMPLOYEES, LICENSEE'S CONTRACTORS OR SUBCONTRACTORS OR THEIR AGENTS OR EMPLOYEES, OR VENDORS, GUESTS OR OTHER INVITEES OF LICENSEE ARISING DIRECTLY OR INDIRECTLY OR IN ANY WAY CONNECTED WITH LICENSEE'S OPERATIONS UNDER THIS AGREEMENT. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'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 LICENSEE'S NEGLIGENCE OR LICENSEE'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. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

Article XI. Termination

A. If Licensee violates any provision of this Agreement, Licensor may give Licensee written notice of the violation and Licensor's intention to terminate the Agreement. The Agreement shall be terminated if Licensee thereafter fails to promptly commence to cure the violation and complete the cure within thirty (30) days.

B. Licensor or Licensee may terminate this Agreement without cause upon giving at least thirty (30) days' written notice thereof to the other party; provided, however, that at Licensor's election, no such termination by Licensee shall be effective unless and until Licensee has vacated and restored the Premises as required in this Agreement.

C. Upon termination of this Agreement, Licensee shall immediately vacate the Premises and restore the Premises to the same condition in which the Premises existed on the Effective Date except to the extent that any improvements, facilities, additions, alterations, or fixtures were constructed or affixed on any part of the Premises by Licensor after the Effective Date. This paragraph shall survive termination of this Agreement.

Article XII. Insurance

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

Commercial General Liability (including Contractual liability):

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

The Commercial General Liability coverage shall be on a per location or policy aggregate, and shall be on an occurrence basis. The Workers' Compensation coverage shall inure

to the benefit of employees injured during the course and scope of their employment by Licensee.

Copies of the policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with Licensor's City Manager or City Manager's designee prior to Licensee commencing activities on the Premises. Licensor shall be provided notice by Licensee's insurance provider(s) not later than thirty (30) days prior to any reduction or termination of such coverage.

Additionally, Licensee shall require each vendor conducting activities on the Premises to comply with the insurance requirements of this Article; provided, however, that a vendor who does not sell or offer samples of alcoholic beverages is not required to maintain Liquor Liability coverage.

Article XIII. Notices

Any notice, consent or approval to be given under this Agreement shall be sent by certified mail, return receipt requested, addressed as follows:

If to Licensor:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Manager

If to Licensee:

Midland Downtown Farmers Market
P.O. Box 114
Tarzan, Texas 79783
Attn: Market Director

Article XIV. Assignment

Licensee shall not assign this Agreement or the license granted hereunder, in whole or in part. Any purported transfer or assignment by Licensee shall be void.

Article XV. Independent Contractor

It is expressly understood and agreed that Licensee shall perform all work and services 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 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 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 and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. 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. 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.

Article XVI. Third Party Beneficiary

Licensor'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 XVII. Governing Law & Venue

All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

Article XVIII. Waiver of Attorney's Fees

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorney's fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, 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 THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE 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, 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 THE AGREEMENT. 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 SOVEREIGN IMMUNITY.

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

Article XIX. No Waiver of Governmental Immunity

By executing this Agreement the City is not waiving its right of governmental immunity. The City is retaining its immunity from suit. This Agreement is not a contract for goods or services, and the City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

Article XX. Effect of Amended and Restated Agreement

In consideration of the rights and duties set out in this Agreement, Licensor and Licensee expressly agree that this Agreement amends, modifies, and supersedes the 2024 Agreement in its entirety.

Article XXI. Entire Agreement

This Agreement is the entire agreement between the parties and supersedes all other oral or written agreements between the parties pertaining to this transaction. This Agreement may be amended only by a written instrument signed by Licensor and Licensee.

[Signature page follows]

THE CITY OF MIDLAND, TEXAS

By: _____
Jose Ortiz, Deputy City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, City Attorney

MIDLAND DOWNTOWN FARMERS MARKET

By: _____
Barbara Cox, Market Director

THE STATE OF TEXAS §
§
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this day personally appeared Barbara Cox, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of Midland Downtown Farmers Market, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of November, 2025.

ANNETTE H. SANCHEZ
Notary Public-State of Texas
Notary ID #7535241
Commission Exp. DEC. 13, 2025
Notary without Bond

Annette H. Sanchez
Notary Public, State of Texas

City Council Meeting

Item Number: 20.
Meeting Date: November 18, 2025
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-031) BETWEEN THE CITY OF MIDLAND AND COG OPERATING LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 10 AND 11, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS

Purpose:
This motion will provide applicants with a 30’ wide right of way to place 92’ / 5.58 rods of 24.9Kv phase-to-ground, overhead electrical power line crossing future North A Street.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended Action:
Motion authorizing the execution of a Right-of-Way License (25-329-031) between the City of Midland and COG Operating LLC regarding City owned property described as sections 10 and 11 , Block X, H.P. Hilliard Survey, Midland County, Texas.

Fiscal Impact:
The following fees will be collected:

Application fee (one time): $1,000

Full ten-year term paid in advance ($76.00 per rod x 5.58 rods) $424.08
($500.00 minimum)

Total Collected: $1,500.00

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This Right of Way will allow applicants to cross City owned Right of Way acquired for future North A Street which currently is a gravel road to complete a powerline project to service existing mineral production facilities. Power poles are on private property outside the existing ROW.

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. COG Executed ROW License 25-329-031
B. Exhibit A
C. Council Map COG_Eline_102325
D. cert_HOU_The City of Midland_4264485_1
E. ConocoPhillips Self Insurance Letter City of Midland 10 28 25

John Simmons, Utilities	Created/Initiated - 11/4/2025
Gabriel McClelland, City Secretary	Approved - 11/10/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	November 19, 2025
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:	**COG Operating LLC**
Licensee's Representative:	**Rebecca L. Morris**
Licensee's Mailing Address:	600 W. Illinois Ave. Midland, Texas 79701
Property:	As described in Article III below
License Number:	**25-329-031**

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 ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of FIVE HUNDRED and No/100 Dollars ($500.00) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a 24.9 KV overhead power line and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the power line 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 power line described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Purposefully omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S POWER LINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water

pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any portion of the power line or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any of the power line or property of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

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

■ Property Damage:	$1,000,000.00 per occurrence $100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM

ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE POWER LINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S POWER LINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT

LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does

not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including

but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas

Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[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:
COG OPERATING LLC

By: _____ MES JKS
Printed Name: Rebecca L. Morris
Title: Attorney-in-Fact

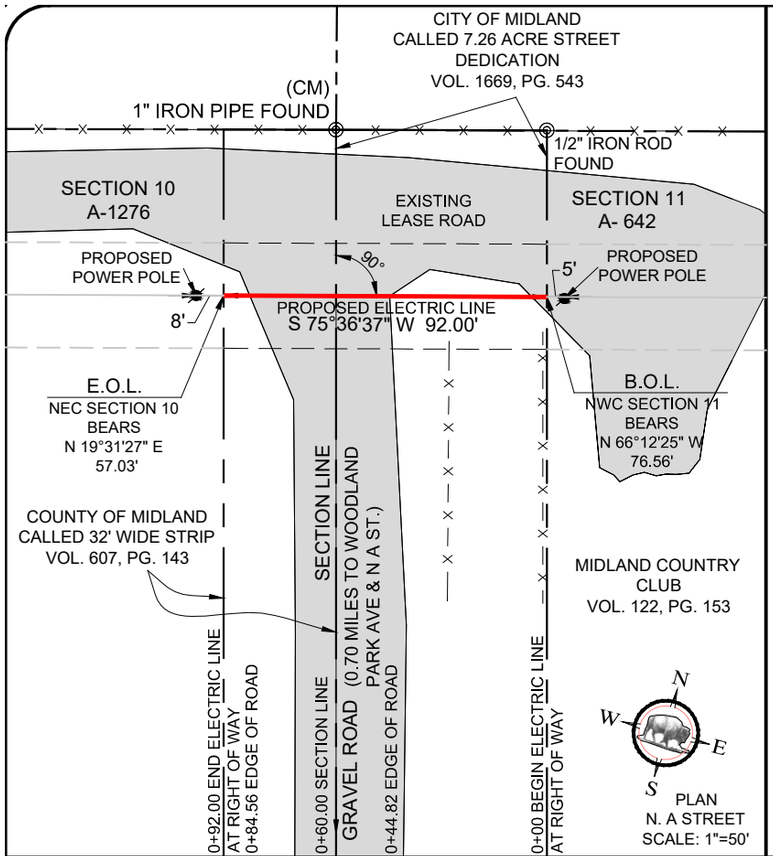
THE STATE OF Texas §
§
COUNTY OF Midland §

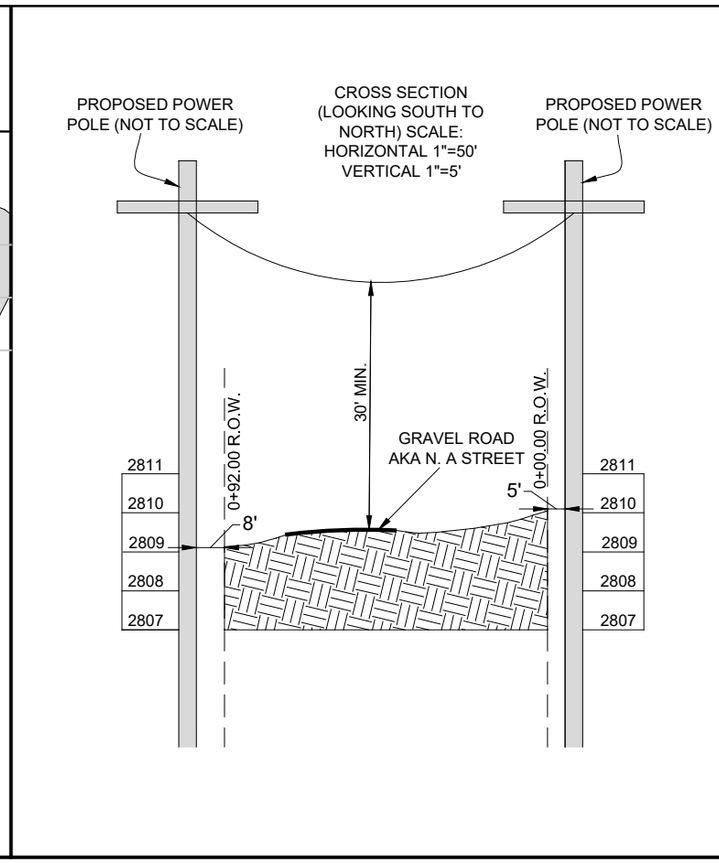
BEFORE ME, the undersigned authority, on this 30th day of October, 2025 personally appeared Rebecca L. Morris an officer of COG Operating LLC known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

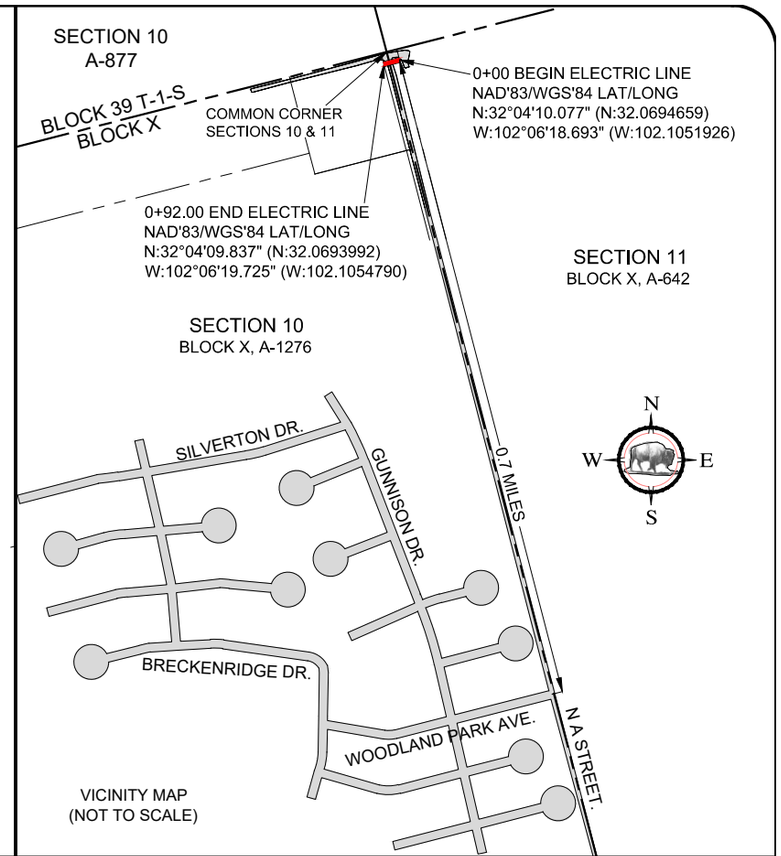
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of October, 2025.

_____
Notary Public, State of Texas

Stephanie Gale Ashley
My Commission Expires
4/15/2029
Notary ID 129083971







1-800-245-4545
WWW.TEXASONECALL.COM
TEXAS ONE CALL SYSTEM

NOTE:
A MINIMUM OF 30 FEET IS REQUIRED FROM THE HIGHEST POINT ON THE ROADWAY TO THE LOWEST POINT ON THE PROPOSED ELECTRIC LINE CROSSING

Todd Fincher, R.P.L.S.
Texas Registration No. 5633
Date: 10-16-25

STATE OF TEXAS
REGISTERED
TODD FINCHER
5633
PROFESSIONAL
LAND SURVEYOR

Coordinates: NAD 83 Texas Central Zone.
Basis of Bearing is the Texas State Plane
Coordinate System Central Zone, NAD 83.

PROPOSED ELECTRIC LINE CROSSING

COG OPERATING, LLC

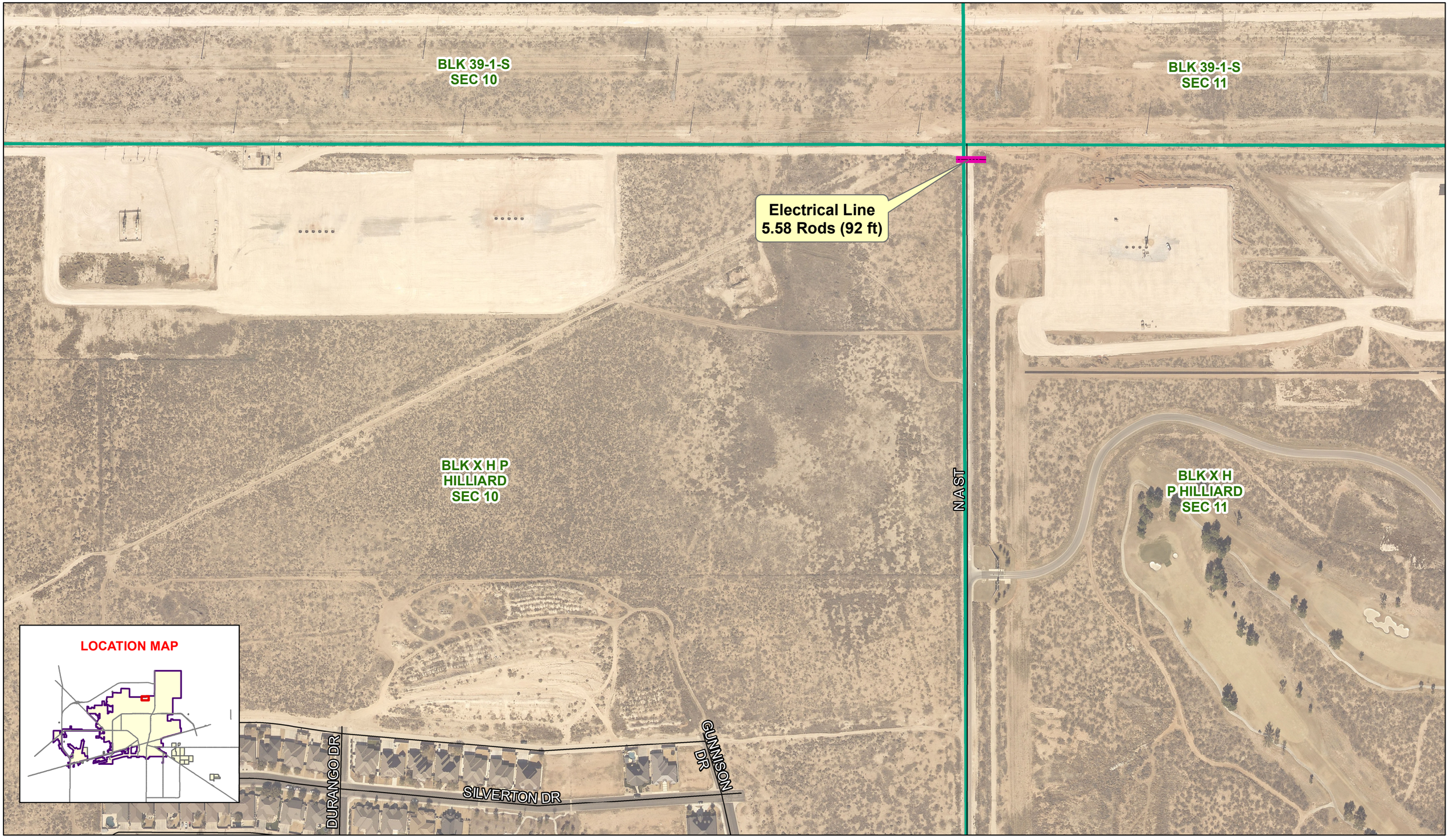
PROPOSED 24.9 kV OVERHEAD
ELECTRIC LINE CROSSING IN
RIGHT-OF-WAY OF
N. A STREET
SECTION 10, BLOCK X, ABSTRACT 1276 &
SECTION 11, BLOCK X, ABSTRACT 642,
H. P. HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS

SCALE: SHOWN IN ILLUSTRATIONS

Scale: 1"= 50' DATE: 10-16-25	Electric line located 0.7 miles North of the intersection of N. A Street and Woodland Park Ave.
DRAWN BY: BEM	
APPROVED: TF	
PARTY CHIEF: DH	
PROJECT NO. 18-0566-MCC ELEC.	

BISON CREEK
LAND SERVICES, LLC
FIRM LICENSE NO. 10193880

BISON CREEK LAND SERVICES, LLC 24443 I-20, BLDG. 9, WILLS POINT,TEXAS 75169 PHONE: (903) 873 - 3600 WWW.BISON-CREEK.COM



Date: 10/23/2025

Proposed Electri Line ROW
Survey Section

COG Operating, LLC
Proposed Electrical Line ROW

N
W
E
S

0 150 300 Feet

©THE CITY OF MIDLAND - 2025
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 500 Dallas St., Suite 1500 Houston, TX 77002 102587162--GAW-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED COG Operating LLC 600 W Illinois Avenue Midland, TX 79701	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** Indemnity Insurance Company of North America — 43575 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-004264485-02 **REVISION NUMBER:** 3

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:			HDO G47346319	03/31/2025	03/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISAH10753053	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C72607181 (AOS) SCFC72607260 (OK) SCF C72607223 (PA, IL)	03/31/2025 03/31/2025 03/31/2025	03/31/2026 03/31/2026 03/31/2026	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)

The City of Midland is included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

The City of Midland
300 N. Loraine
Midland, TX 79701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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John W. Weisner
Manager, Corporate Insurance
Treasury
925 North Eldridge Parkway (77079)
P.O. Box 2197, SP1-16-S236
Houston, TX 77252-2197
Phone 281.293.5301
John.W.Weisner@cop.com

October 28, 2025

The City of Midland
300 N. Loraine
Midland, Texas 79701

RE: Self-Insurance Letter

To Whom It May Concern:

Your office requested a certificate evidencing various insurance coverages. Liability and property risks for ConocoPhillips (COP) and its subsidiaries, including COG Operating LLC, are insured under our corporation's major worldwide insurance programs up to $150 million per occurrence deductibles. Losses for which COP or its subsidiaries are legally liable and falling within the deductible are secured by COP's financial resources. The net worth of ConocoPhillips was $64.7 billion on December 31, 2024, as certified by Ernst & Young LLP. COP entities comply with all statutory workers' compensation insurance regulations.

Our contractual responsibilities to your office are in no way diminished by the submission of this document.

Please contact the undersigned should you have any questions regarding the above.

Sincerely,

John W. Weisner
Manager
Corporate Insurance

City Council Meeting

Item Number: 21.
Meeting Date: November 18, 2025
To: City Council
From: Gabriel McClelland, Engineering Services Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT WITH BETA CRUDE CONNECTOR, LLC ("BCC") PROVIDING FOR BCC'S RELOCATION OF ITS CATHODIC PROTECTION TEST POINT AND VENT PIPE (THE "RELOCATION") TO ACCOMMODATE THE WIDENING OF BRIARWOOD AVENUE; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL OTHER DOCUMENTS NECESSARY FOR THE RELOCATION; AND AUTHORIZING PAYMENT TO BCC IN THE AMOUNT OF BCC'S ACTUAL COST FOR THE RELOCATION, WHICH IS PRESENTLY ESTIMATED TO BE $81,485.00, PROVIDED THAT THE CITY'S TOTAL PAYMENT SHALL NOT EXCEED $97,782.00

Purpose:
To authorize the execution of a Letter Agreement with Beta Crude Connector, LLC for the relocation of cathodic protection facilities necessary to accommodate the Briarwood Avenue widening project, and to authorize payment for the relocation from the Briarwood Paving project account.

Recommended Action:
Approve

Fiscal Impact:
Funds are available in the Paving of Briarwood project and will be appropriated for this purpose.

Strategic Priority:
STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE

Discussion:
As part of the Briarwood Avenue widening project, Beta Crude Connector's cathodic protection test point and vent pipe must be relocated to avoid conflict with the planned improvements. The proposed Letter Agreement outlines the relocation responsibilities and establishes the City's reimbursement obligations based on the actual cost of the work, estimated at $81,485.00, with a not-to-exceed limit of $97,782.00. Funding is available in the Briarwood Paving project account.

Attachments:

A. BCC_COM Reimbursement Agreement_Updated_11_3_2025

Natalie Burgard, Engineering Services	Created/Initiated - 11/5/2025
Gabriel McClelland, Engineering Services	Approved - 11/5/2025
Christy Weakland, Finance	Approved - 11/5/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

BCC
BETA CRUDE CONNECTOR, LLC

Beta Crude Connector, LLC
925 North Eldridge Parkway
Houston, TX 77079

November 3, 2025

Andy Navarro
Engineering Services
City of Midland
1605 Orchard Ln, Bldg. 2
Midland, TX 79701

RE: Letter Agreement re: relocation of Beta Crude Connector, LLC (BCC) cathodic protection test point and vent pipe (Briarwood Phase II Paving Project)

Mr. Navarro,

Thank you for contacting BCC regarding the widening of Briarwood. This letter is to memorialize your conversation with Bodie Fenton, Superintendent, MBN Pipeline Operations, on October 3, 2025, wherein the City of Midland agreed to reimburse BCC for 100% of its cost to relocate the above referenced cathodic protection test point and vent pipe located at Long: -102.19654, Lat: 32.01822, and referenced on pages 068 and 069 of the Plan and Profile sheets attached to your email, also of October 3, 2025.

BCC has obtained an estimate of $81,485.00 for the relocation. Should the actual cost for this work exceed the estimate, the City of Midland agrees to reimburse BCC for the full amount paid; provided however, that the City of Midland's reimbursement to BCC shall not exceed the lesser of (1) the actual cost for this work, or (2) the sum of $97,782. Upon completion of the relocation, BCC will provide the invoice(s) evidencing the amount paid for the work. The City of Midland agrees to remit payment in full to BCC within 30 days of receiving said invoice(s). Instructions for how to remit payment are included with this Letter Agreement.

Please acknowledge acceptance of these terms by signing below.

Regards,

McDonald Whetstone

Pipeline Manager

Agreed and accepted on this _____ day of November 2025.

By: _____

Title: _____

City Council Meeting

Item Number: 22.
Meeting Date: November 18, 2025
To: City Council
From: Greg Snow, Police Chief
Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR VIP1X-TRANSFER; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE

Purpose:
Resolution authorizing the issuance of an operating certificate for VIP1X-Transfer; setting forth conditions accompanying the certificate; and establishing the terms of the certificate.

Recommended Action:
Approve

Fiscal Impact:
None

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

Discussion:
Luis Angel Sanchez Perez, owner and operator of VIP1X-Transfer, has filed an application with the City Secretary's office for approval of his operating certificate. He has passed the requisite background investigation related to his driving history conducted by the Midland Police Department. Mr. Perez 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. RESOLUTION W/EXH - VIP1X-Transfer Reso w Exh

Greg Snow, Police Department	Created/Initiated - 10/24/2025
Greg Snow, Police Department	Approved - 10/24/2025
Christy Weakland, City Secretary	Approved - 10/27/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR VIP1X-TRANSFER; 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 VIP1X-Transfer 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. VIP1X-Transfer 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. VIP1X-Transfer has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and

C. VIP1X-Transfer 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., 2025, 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 VIP1X-Transfer ("Operator") whose address is 4001 North Faudree Road, #M205, Odessa, Texas 79765, 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 VIP1X-Transfer.

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 _____, 2025.

_____
Marcia Bentley-German, City Secretary
City of Midland, Texas

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: 23.
Meeting Date: November 18, 2025
To: City Council
From: John Simmons, Right of Way Manager
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-317-024) WITH ETC NORTH PERMIAN MIDSTREAM LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 34, BLOCK 38, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY

Purpose:
This motion will provide a 10-year renewal of a 30' wide right of way for an existing Six-inch Gas Utility (6") poly construction, pipeline on City of Midland owned property in Martin County. Current Right of Way License 2015-25247 dated September 12, 2015 with WTG Gas Processing LP is paid up to date with the "as-built" pipeline survey provided.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City's standard license for facilities of this nature.

Recommended Action:
Motion authorizing the execution of a Right-of-Way License (25-317-024) with ETC North Permian Midstream, LLC regarding City-owned property described as Section 34, Block 38, Township 1 North, T&P RR Co. Survey, Martin County.

Fiscal Impact:
The following fees will be collected:

Application fee: $1,000.00

6" Pipeline renewal ($190.00 per rod x 34.59 rods) $6,572.10

Total Collected this date: $7,572.10

Strategic Priority:
PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT

Discussion:
This gas utility line is buried forty-eight inches (48) deep. Attached plat is the “As Built” survey of the existing pipeline. All payments have been collected and currently up to date.

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. ETC executed North Permian Midstream LLC ROW License 25-317-024
B. EXHIBIT A
C. Council Map ETC_AsBuilt in Martin Co_092325
D. 21130078 City of Midland COI

John Simmons, Utilities	Created/Initiated - 11/4/2025
Carl Craigo, Utilities	Approved - 11/4/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	October 15, 2025
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:	**ETC North Permian Midstream LLC**
Licensee's Representative:	**Kevin Taliaferro**
Licensee's Mailing Address:	1300 Main Street Houston, Texas 77002
Property:	As described in Article III below
License Number:	**25-317-024**

Licensee desires use of certain Property (as defined below) in Martin County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of SIX THOUSAND FIVE HUNDRED SEVENTY-TWO and 10/100 Dollars ($6,572.10) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a poly construction pipeline, not to exceed six (6) inches in diameter, for the transportation of gas and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for

any purpose.

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 THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN

CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing the same; and

shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH

PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six

(6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has

contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[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, Interim City Attorney

LICENSEE:
ETC NORTH PERMIAN MIDSTREAM LLC

By: _____
Printed Name: Kevin Taliaferro
Title: Senior Director – Land & Right of Way

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 22nd day of October, 2025 personally appeared Kevin Taliaferro an officer of ETC North Permian Midstream 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.

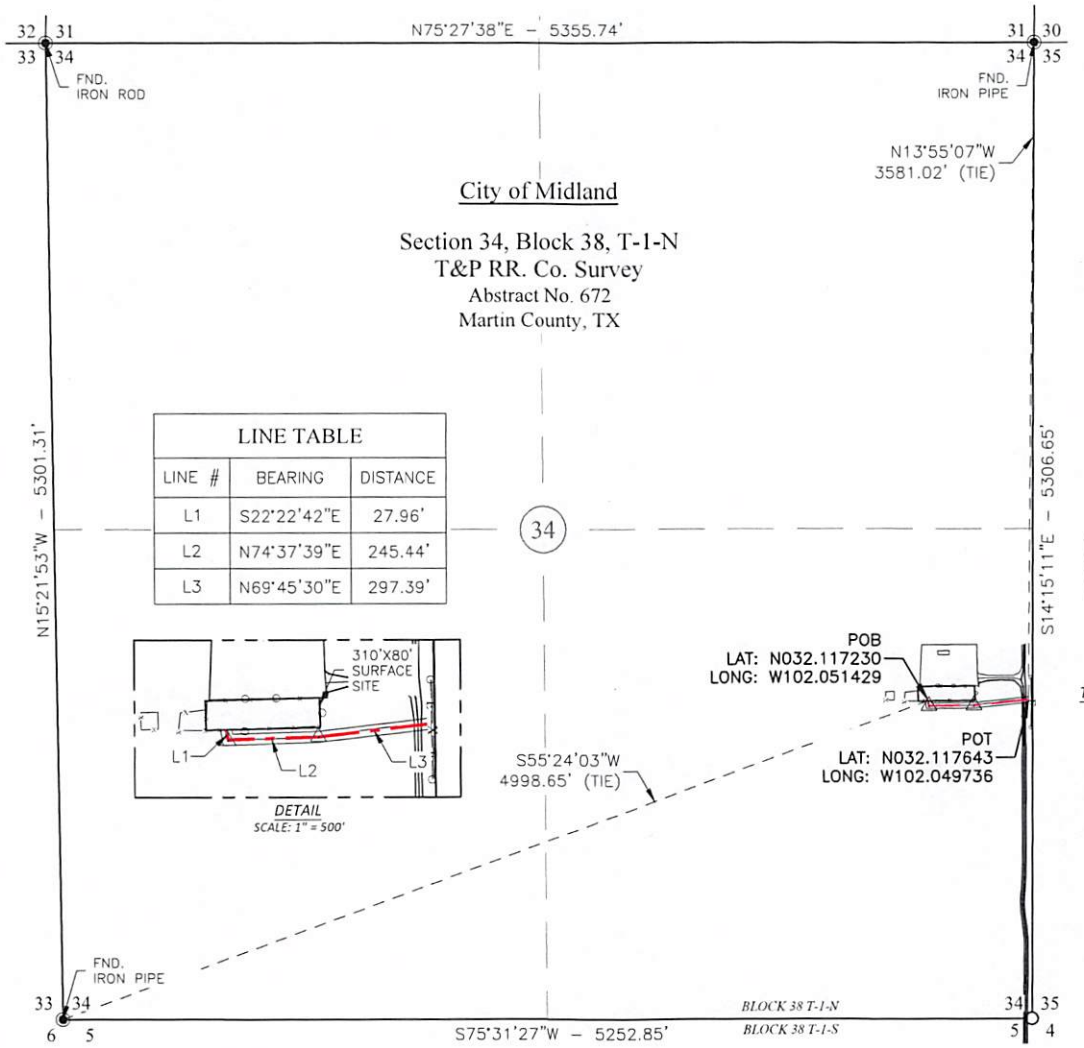
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of October, 2025.

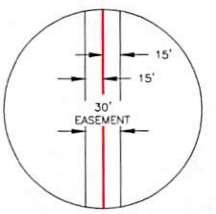
_____
Notary Public, State of Texas

ALEXANDRA MARIE RUSSELL NOTARY PUBLIC STATE OF TEXAS ID. 135237090 EXP. 01-20-2029

"EXHIBIT - A"

W.O. NUMBER:





TYPICAL RIGHT-OF-WAY DETAIL
NOT TO SCALE

PIPELINE RIGHT-OF-WAY TOTALS		
CENTERLINE	570.79 FT.	34.59 RODS
	RIGHT-OF-WAY	0.39 ACRES

LEGEND

○	DENOTES CALCULATED CORNER BASED ON GLO
◉	DENOTES FOUND MONUMENT AS NOTED
△	DENOTES POINT OF INTERSECTION
———	DENOTES PROPOSED CENTERLINE
—//—//—	DENOTES EXISTING PIPELINE
—E—E—	DENOTES EXISTING ELECTRIC LINE
—X—X—	DENOTES EXISTING FENCE LINE
— — —	DENOTES TRACT LINE
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MARTIN COUNTY TEXAS
T&P RR CO. SURVEY	TEXAS & PACIFIC RAILROAD COMPANY SURVEY

1000 0 1000 2000 FEET

THIS PLAT ACCOMPANIES A DESCRIPTION OF EVEN DATE.

NOTES:

1) *COORDINATES, BEARINGS AND DISTANCES SHOWN HERON ARE LAMBERT GRID AND CONFORM TO THE STATE PLANE COORDINATE SYSTEM "TEXAS CENTRAL ZONE", NORTH AMERICAN DATUM OF 1983. DISTANCES, COORDINATES, AND BEARINGS SHOWN ARE GRID VALUES.*

2) *OWNERSHIP PROVIDED BY CLIENT'S AGENT.*

3) *THIS EXHIBIT IS NOT A LAND SURVEY PLAT, OR A BOUNDARY SURVEY PLAT. ALL OF THE POSITIONS SHOWN HEREON HAVE NOT BEEN VERIFIED AS BEING ACTUAL SECTION, QUARTER, OR PROPERTY CORNERS.*

Avery LAND SERVICES

Avery Land Services LLC
3323 N. Midland Drive Suite 133 PMB 1050 ◉ Midland, TX 92078
TX FIRM NO. 10194805

NAIL-TX-MAR-001.00

ETC GAS PROCESSING, LLC

Sale Ranch Endeavor Nail 34

AS-BUILT PIPELINE RIGHT-OF-WAY
CITY OF MIDLAND
SECTION 34, BLOCK 38, T-1-N
MARTIN COUNTY, TEXAS

Survey Date: August, 2025	*Drawn By:* SRC	*Chk'd By:* SWD
Date: September 9, 2025	SCALE: 1":1000'	SHEET 1 OF 2

NAIL-TX-MAR-001.00_SEC 34.dwg - 9/9/25 - REV 1

"EXHIBIT - A"

W.O. NUMBER:

PIPELINE RIGHT-OF-WAY DESCRIPTION

A 30–foot wide strip of land for right–of–way, situated in part of Section 34, Block 38, Township 1 North, T&P RR. Co. Survey, Martin County, Texas, and crossing that certain tract or parcel described in deed to City of Midland. The 30–foot wide right–of–way being 15.0 feet to the right and 15.0 feet to the left, of the following described centerline, with all side lines extending and shortening to intersect boundary lines and points of intersection:

Beginning at a point, from which a found iron pipe marking the SW corner of said Section 34, same being the SE corner of Section 33, Block 38, Township 1 North, T&P RR. Co. Survey, Martin County Texas, bears South 55°24'03" West, 4998.65 feet;

Thence crossing said Section 34 in an easterly direction the following course:

South 22°22'42" East, a distance of 27.96 feet;
North 74°37'39" East, a distance of 245.44 feet;

North 69°45'30" East for a distance of 297.39 feet to the end of this centerline, from which a found iron pipe marking the NE corner of said Section 34, bears North 13°55'07" West, 3581.02 feet, for reference, and containing 0.39 acres in the right–of–way, and being a total length of 570.79 feet (34.59 rods or 0.11 miles) more or less.

Note:

Coordinates, Bearings and Distances shown hereon are Lambert Grid and conform to the State Plane Coordinate System "Texas Central Zone", North American datum of 1983. Distances, Coordinates, and Bearings are grid values.
Ownership provided by client's agent.

PIPELINE RIGHT-OF-WAY TOTALS		
CENTERLINE	570.79 FT.	34.59 RODS
	RIGHT-OF-WAY	0.39 ACRES

I hereby certify that this plat and description are a true and correct representation of a survey made on the ground under my direct supervision and all facts are as shown herein.

STATE OF TEXAS
REGISTERED
STANLEY DRANNON
6507
PROFESSIONAL
LAND SURVEYOR
9/9/2025

9/9/2025

Stanley Drannon
Registered Professional Land Surveyor
Texas Registration No. 6507

THIS DESCRIPTION ACCOMPANIES A PLAT OF EVEN DATE.

NAIL-TX-MAR-001.00

ETC GAS PROCESSING, LLC

Sale Ranch Endeavor Nail 34

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NAIL-TX-MAR-001.00_SEC 34.dwg - 9/9/25 - REV 1

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Avery Land Services LLC
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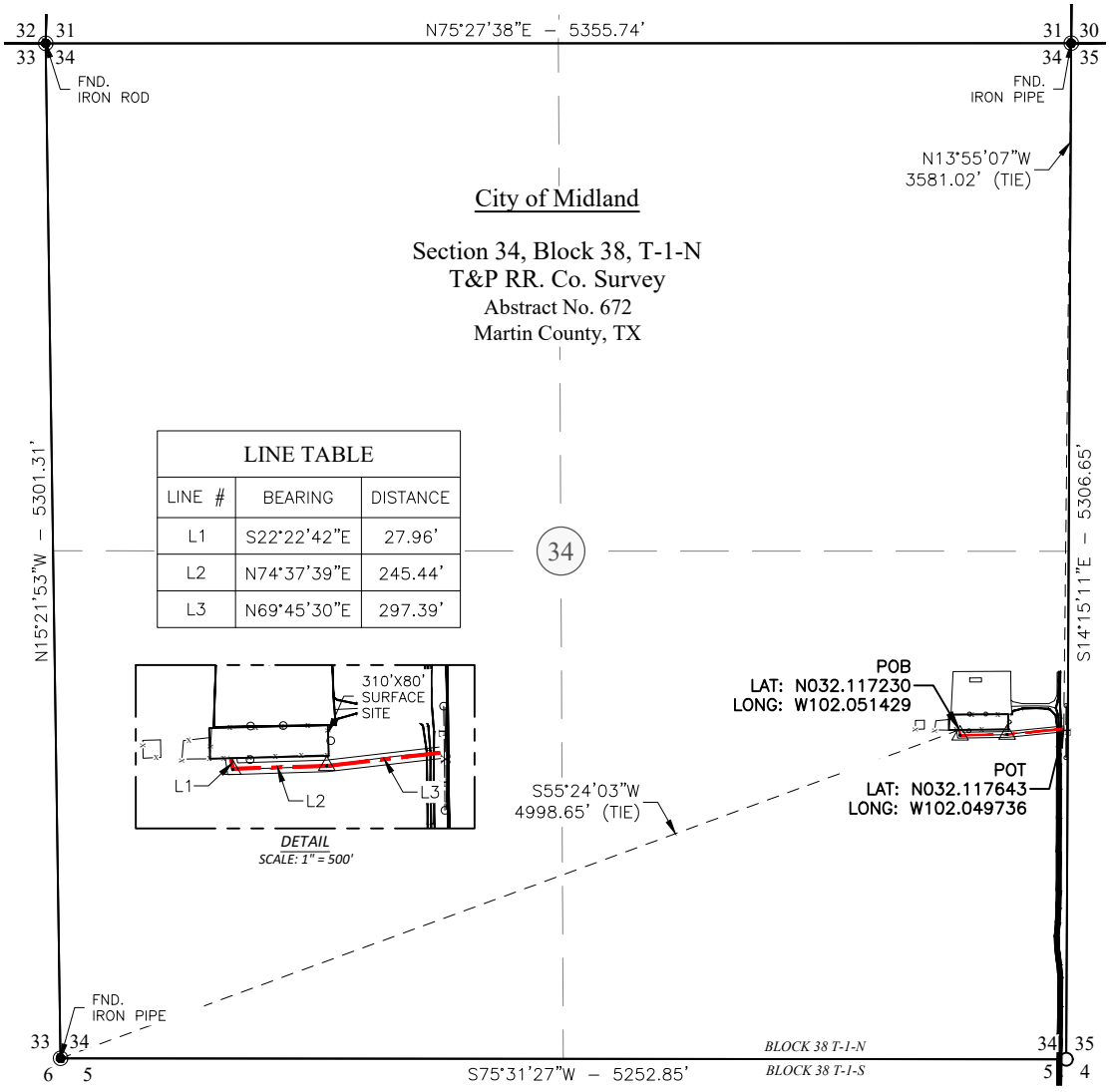

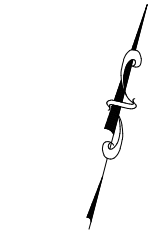

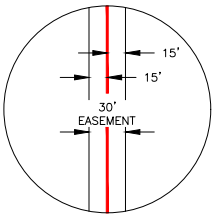

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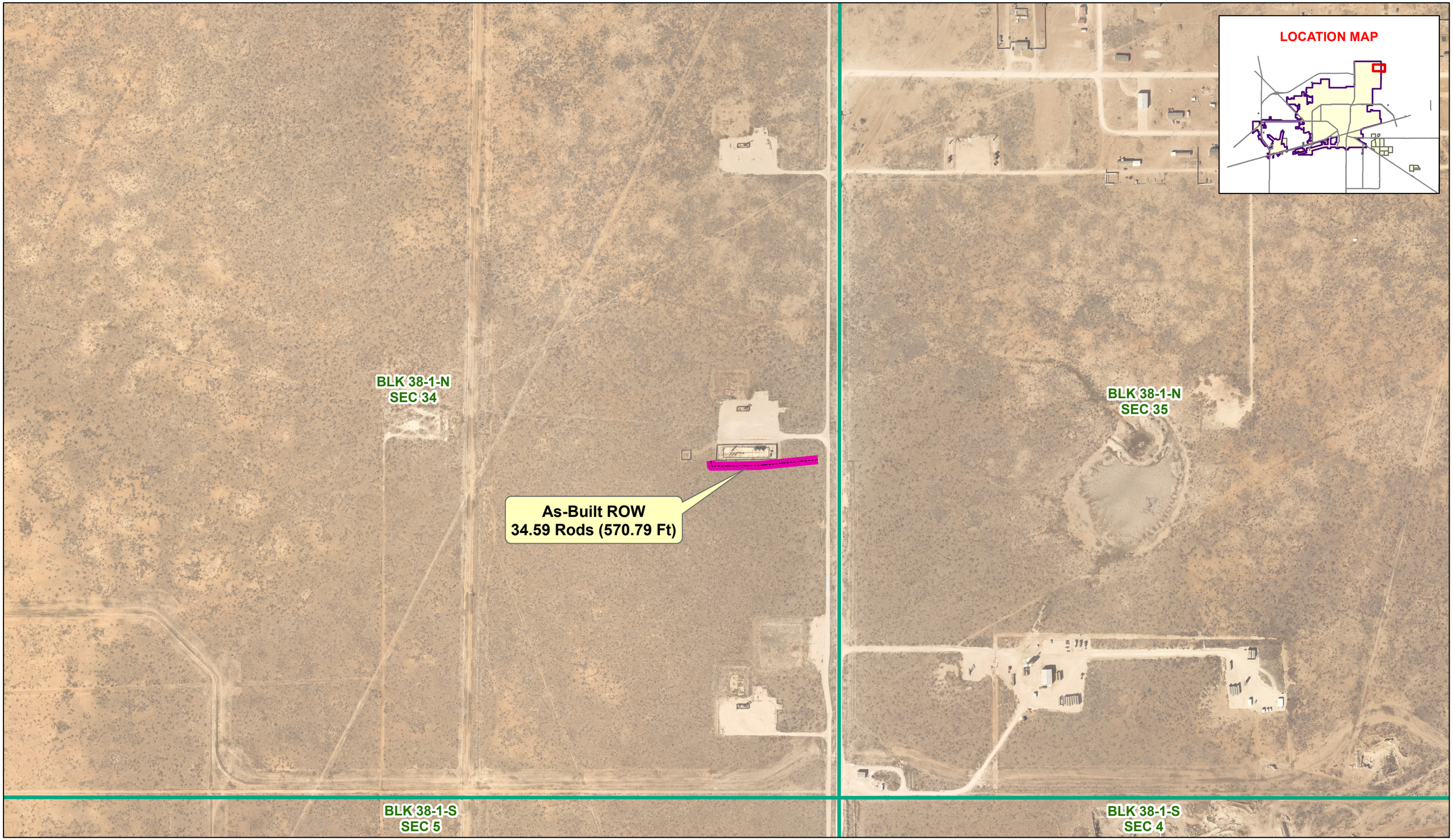

Date: 9/23/2025

As-Built ROW
Survey Section

ETC in Martin Co.
Sale Ranch Endeavor Nail 34

N
W E
S

0 250 500 Feet

©THE CITY OF MIDLAND - 2025
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED ON THIS DATA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2026 | 9/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1389322 ETC North Permian Midstream, LLC 1300 Main Street Houston TX 77002	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21130078 **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	MWZY 59829 25	9/15/2025	9/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ XXXXXXX $ 10,000,000 $ 10,000,000 $ See Below
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X MCS-90	Y	Y	MWTB 21711 25 MWZX 315003 25	9/15/2025 9/15/2025	9/15/2026 9/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
B B B	**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	WLR C72798090 SCF C72798107 (MO, NC, OK, PA, WI)	9/15/2025 9/15/2025	9/15/2026 9/15/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 10,000,000 $ 10,000,000 $ 10,000,000
B	*Excess Workers Compensation (OH)	Y	Y	WCU C72798119	9/15/2025	9/15/2026	EL Each Acc $10MM EL Disease-Policy Lim $10MM EL Disease-Each Empl $10MM	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCESS WORKERS COMPENSATION - * POLICY APPLIES TO OHIO. Products/Completed Operations Aggregate Limit Subject to the General Aggregate Limit. All policies (except Workers' Compensation/EL) contain a special endorsement with "Primary and Noncontributory" wording. All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

21130078
City of Midland
300 N. Lorraine
Midland TX 79702

CANCELLATION See Attachment

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 endorsement [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.

City Council Meeting

Item Number: 24.
Meeting Date: November 18, 2025
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.0-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF GLADIOLA AVENUE, APPROXIMATELY 465 FEET EAST OF GOLDEN GATE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 28, 2025)

Purpose:
Maverick Engineering, on behalf of Brandon McMorries and Adrian Hernandez, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for the property located at 6500 Gladiola Avenue in order to develop two residential lots.

Recommended Action:
Informational/Directional

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property, located at 6500 Gladiola Avenue, is currently the site of a single-family residence. The applicant is requesting a special exception to reduce the minimum lot area to allow the property to be subdivided into two lots with both being 0.50 acres. The proposed parcel exceeds this requirement, comprising approximately 21,774 square feet.

Per the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot area required within the CE, Country Estate District, is 43,560 square feet (1.00 acre). The property located at 6500 Gladiola currently

consists of a 1.00-acre parcel. In addition to the special exception request, the property is currently being platted. The proposed subdivision would create two lots, each comprising approximately 21,774 square feet (0.50 acres), which does not meet the minimum lot size requirement for the district. In addition, pursuant to the Restrictive Covenants, Article IV – Building Restrictions, a minimum lot size of 10,000 square feet is required.

It is also noted that several properties located directly south of the subject parcel are existing nonconforming lots, each with a lot area below the minimum threshold established by the CE zoning district.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Oil & Gas Review (Approved)

No Oil & Gas issue for Zoning.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Informational/Directional):

Should this request be approved, staff recommends that it be subject to condition A.

Condition:

A. That said special exception shall be of no force or effect unless the Property is subdivided into no more than two lots after the final adoption of this ordinance; provided, however, that each lot shall have an area of 0.5 acres.

Letters of Objection:

Staff has received four letters of objection as of October 17, 2025.

Attachments:
Meets and Bounds
Survey
Application
Maps

Attachments:
A. ORDINANCE WITH EXHIBIT - (E-25-0141.B) McMorries & A Hernandez - Red Min Lot Area Ord w Exh
B. E-25-0141, Combined Files
C. CC - - 6500 Gladiola Ave, Special Exception Lot Size

Rachel Guentensberger, City Secretary — Created/Initiated - 10/28/2025
Jan Hamilton, City Secretary — Final Approval - 10/28/2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.0-ACRE TRACT OF LAND OUT OF SECTION 23, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF GLADIOLA AVENUE, APPROXIMATELY 465 FEET EAST OF GOLDEN GATE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

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 a 1.0-acre tract of land out of Section 23, Block 40, T-1-S, T&P RR Co.

Survey, City and County of Midland, Texas (the "Property"), said Property being more fully described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein for all purposes. Said special exception shall allow a reduced minimum lot area for all lots on the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

> That said special exception shall be of no force or effect unless the Property is subdivided into no more than two lots after the final adoption of this ordinance; provided, however, that each lot shall have an area of 0.5 acres.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT "A"

A description of a 1.0 acre tract of land out of the East half of the Southeast 1/4 of Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, near F.M. Highway 868, and being otherwise known as Tract 123, Llano Estacado (First Part), said 1.0 acre tract being described more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "BRADSHAW" found for the Northeast corner of this tract, also being the Northwest corner of Tract 122, from which the Southeast corner of said Section 23 bears S 15°19'30" E a distance of 2640 feet and N 74°22'00" E a distance of 584.50 feet;

THENCE S 15° 22' 23" E (record S 15°19'30" E) along the East line of said Tract 123 and the West line of said Tract 122 at a distance of 10.0 feet pass the South line of a 10' alley, at a distance of 129.92 feet pass a 1/2" iron rod with cap marked "BRADSHAW" found in the North right-of-way line of Gladiola Avenue, in all a total distance of 159.92 feet (record 160.00 feet) to a nail in the centerline of said Gladiola Avenue;

THENCE S 74° 22' 00" W along the centerline of said Gladiola Avenue a distance of 272.06 feet (record 272.00 feet) to a point in the centerline of said Gladiola Avenue for the Southeast corner of Tract 124 and the Southwest corner of this tract;

THENCE N 15° 20' 24" W (record N 15°19'30" W) along the east line of said Tract 124 and the West line of this tract at a distance of 30.00 feet pass a 1/2" iron rod with cap marked "RPLS 4170" found in the North right-of-way line of said Gladiola Avenue, at a distance of 149.91 feet pass a 1/2" iron rod with cap marked "RPLS 4170" found in the South line of a 10' alley, in all a total distance of 159.91 feet (record 160.00 feet) to a 1/2" iron rod with cap marked "RPLS 4170" set for the Northeast corner of said Tract 124 and the Northwest corner of this tract;

THENCE N 74° 21' 47" E (record N 74°22'00" E) a distance of 271.97 (record 272.00 feet) to the POINT OF BEGINNING.

Docusign Envelope ID: 81FE9B37-DDFE-4DFC-81B2-906684A59669

MIDLAND Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: See Representative		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Brandon McMorries & Adrian Hernandez		Phone (432) 664-8264 Email ahernand202000@yahoo.com brandon@brandonmcmorries.com	
Address PO Box 11	City Stanton	State TX	Zip 79782

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name:		Phone (432) 270-1645 Email adevine@maverick-eng.com	
Address 1909 W. Wall Street Suite K	City Midland	State TX	Zip 79701

Street Address: 6500 Gladiola Ave

Legal Description
Lot: 123 Block: Subdivision: Llano Estacado (see also attached proposed replat)

Current Zoning: CE

This property qualifies as an exception to the City Code because:

- ■ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: Applicant is seeking to replat Tract 123 of Llano Estacado (1.00-acre) into 2 lots less that are less than the 1-acre min required by existing zoning. Other areas directly south are also non conforming lots. Restrictive covenants allow for a min lot size of 10,000 sf

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): Ashlee Devine	Date: 4/23/25
Applicant (printed): Ashlee Devine	
Property Owner (signature): DocuSigned by: Brandon McMorries 5E8A4A656B28441...	Date: 6/17/2025
Property Owner (printed) : Brandon McMorries	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is authorized by Brandon McMorries, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23rd day of June, 20 25, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5410	
Received By: Beatriz	Date: 6/24/25

RECEIVED
JUN 24 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

Signatures

Applicant (signature): Ashlee Devine	Date: 6/23/25
Applicant (printed): Ashlee Devine	
Property Owner (signature): DocuSigned by: ADRIAN HERNANDEZ 7C3EFDE9EB6A40C...	Date: 6/17/2025
Property Owner (printed) : ADRIAN HERNANDEZ	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

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If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is authorized by Adrian Hernandez, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (signature)

Subscribed and sworn to before me, this 23rd day of June, 2025, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

SL D

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization ☐ Dimensioned Site Plan

☐ Application Fee ☐ Plans in Digital Format (PDF/JPEG)

Check #

Received By: Brittany Date: 6/24/25

RECEIVED
JUN 24 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

EXHIBIT "A"

A description of a 1.0 acre tract of land out of the East half of the Southeast 1/4 of Section 23, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas, near F.M. Highway 868, and being otherwise known as Tract 123, Llano Estacado (First Part), said 1.0 acre tract being described more particularly described by metes and bounds as follows:

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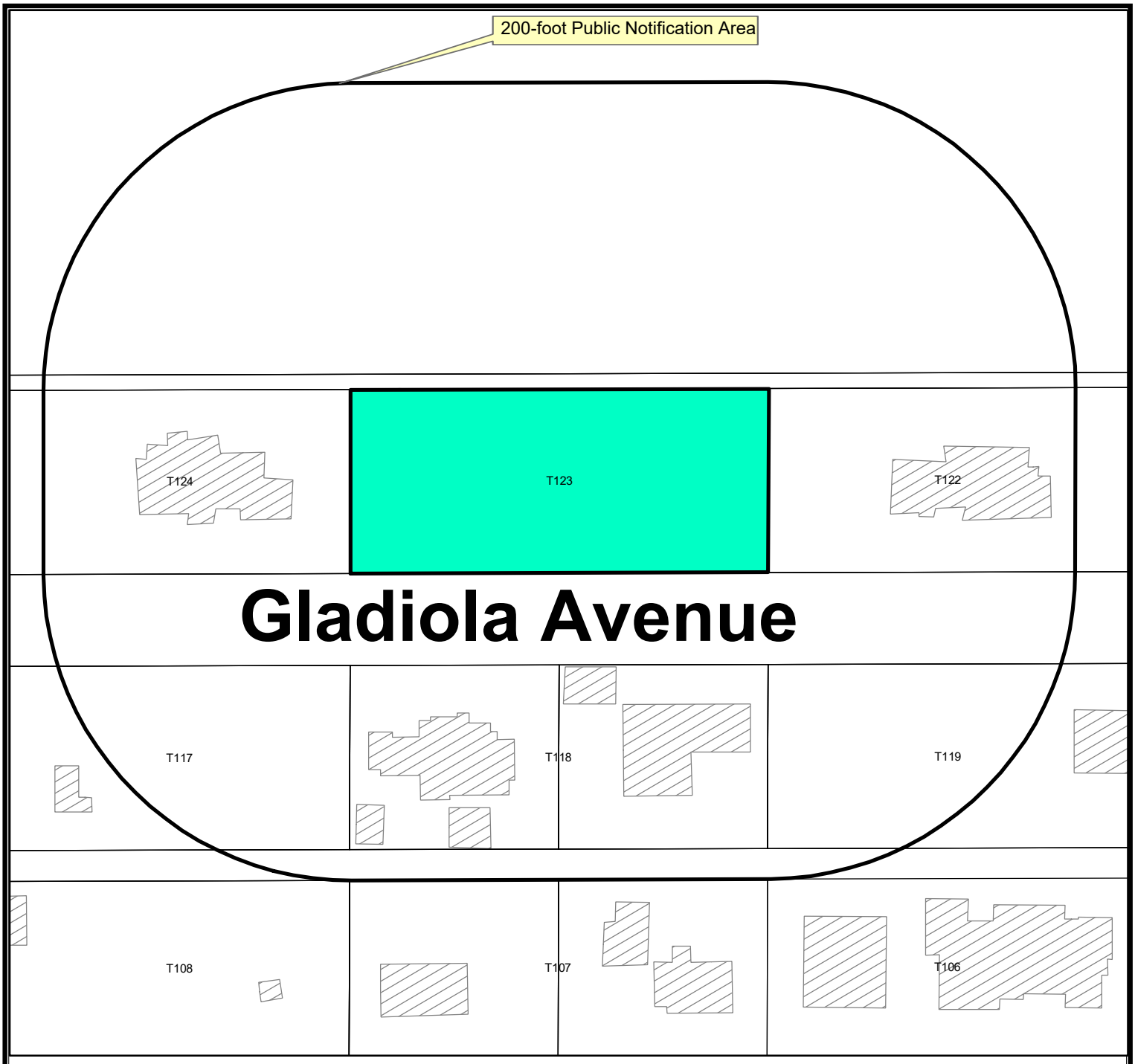


Location Map

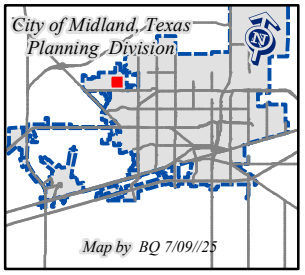
E-25-0141 **Scale: 1" = 600'**

Consider a request by Maverick Engineering, on behalf of Brandon McMorries and Adrian Hernandez, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for a 1.0-acre tract of land out of Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas

Generally located on the north side of Gladiola Avenue, approximately 465 feet east of Golden Gate. (Council District 4)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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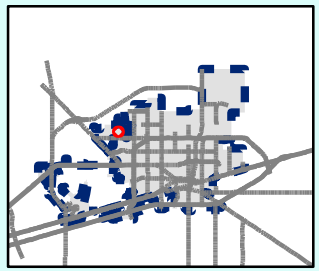
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

SF1

CE

GLADIOLA AV



Map by BQ, 7/10/25

E-25-0141

Scale: 1" = 400'

ZONING MAP

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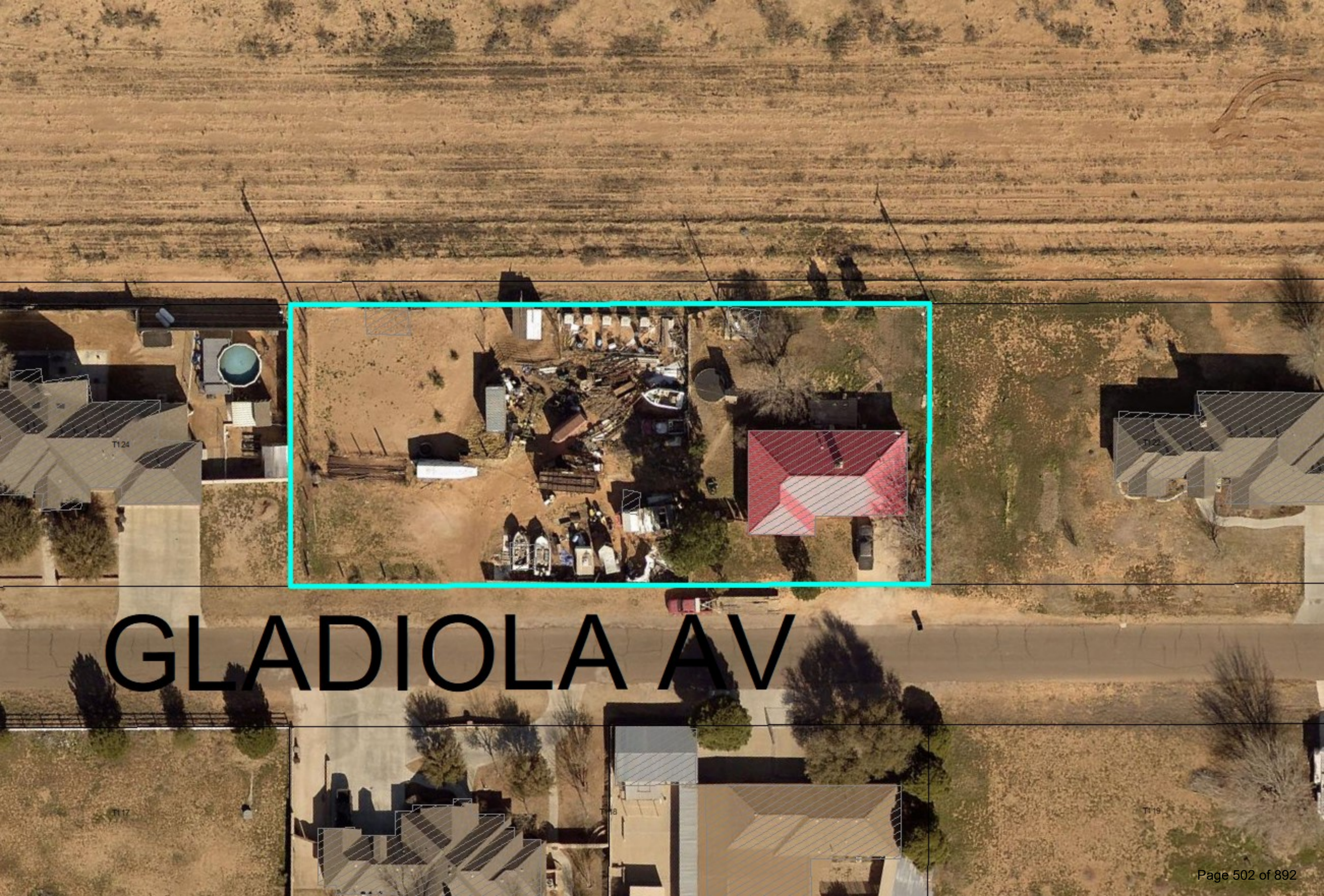
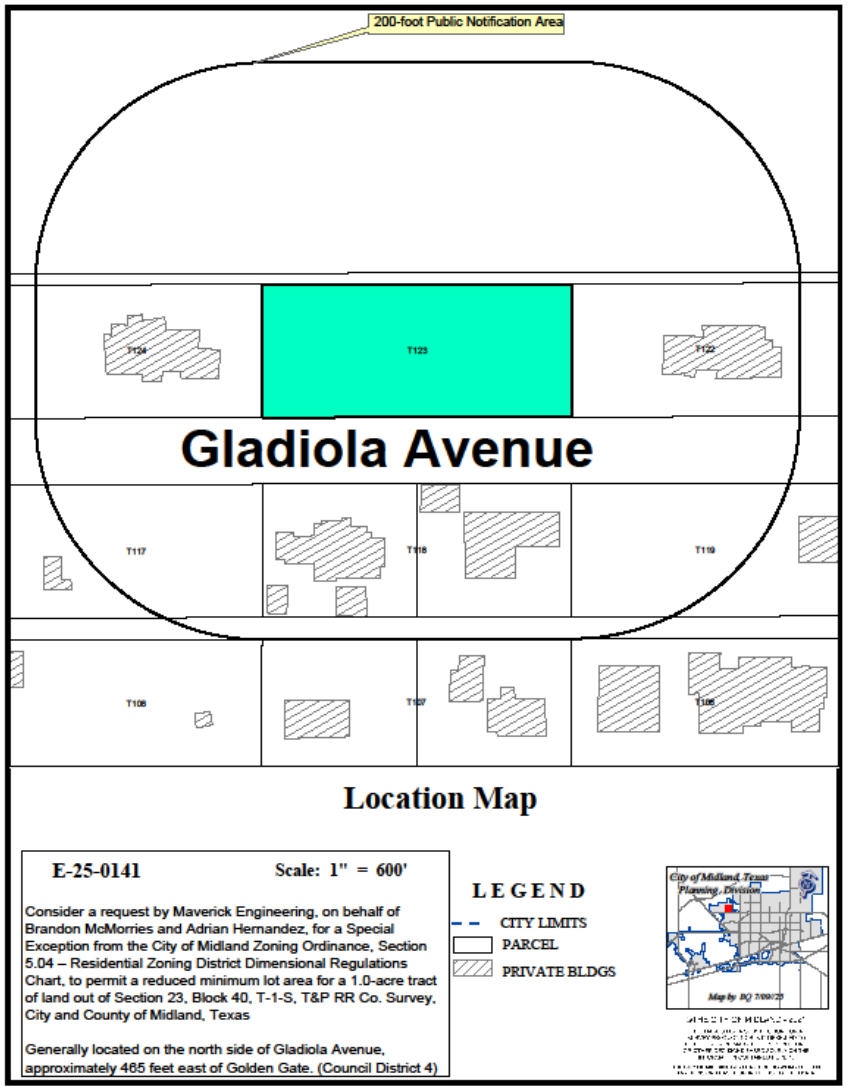

GLADIOLA AV

REPUBLIC
SERVICES
432-561-7600

MIDLAND
Be the Energy!
SPECIAL EXCEPTION
6500 GLADIOLA AVE
Visit Our Website
MIDLANDTEXAS.GOV

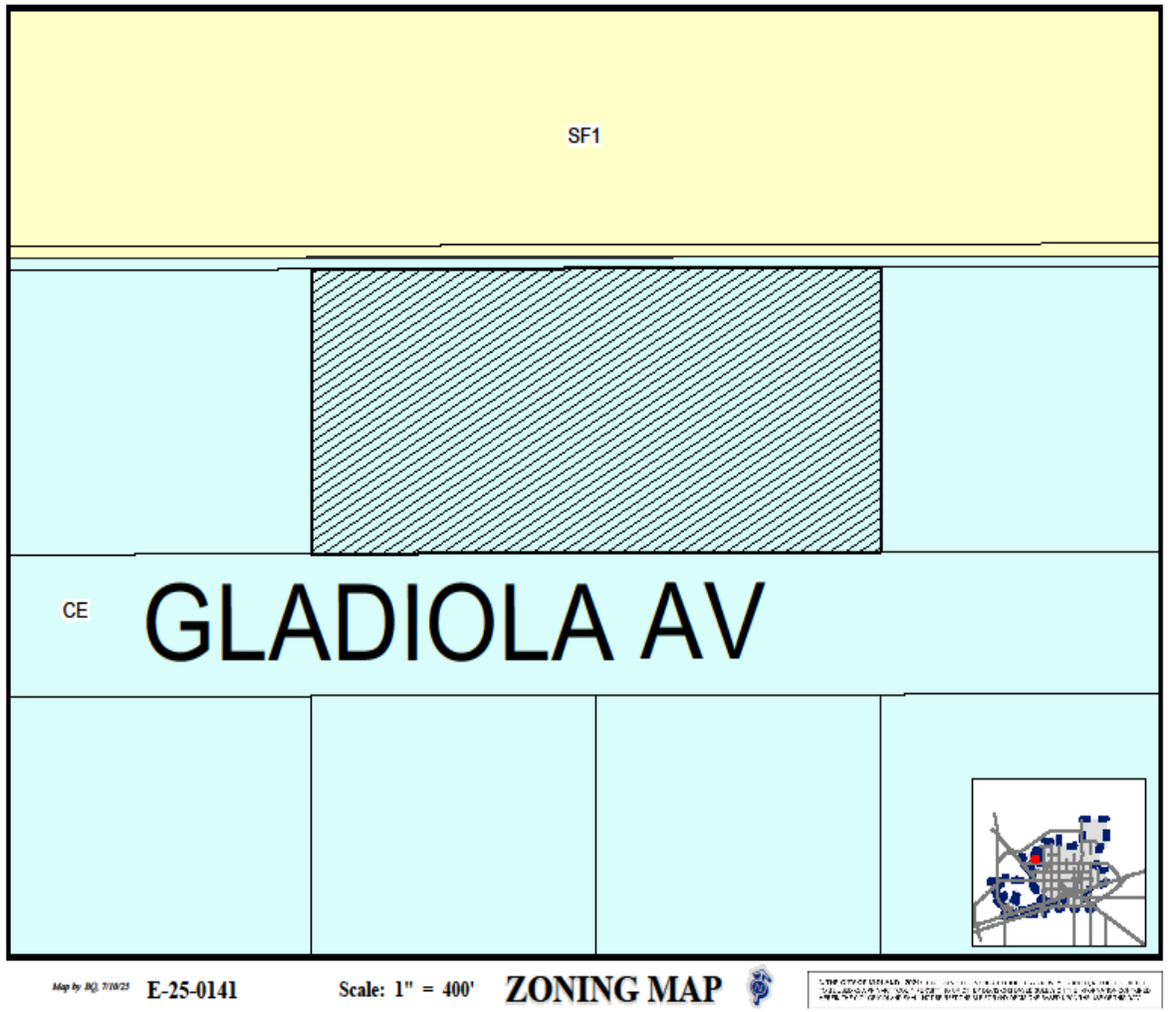
APPLICATION SUMMARY

- **Property Owner:** Brandon McMorries & Adrian Hernandez
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** 6500 Gladiola Ave (District 4)
- **Reason for Request:** To be able to subdivide the property into two lots, each approximately 0.5 acres



ZONING

- **Current Zoning:** Country Estate District, CE
- **Surrounding Zoning:**
  - **North:** Single-Family Dwelling District, SF-1
  - **South/East/West:** Country Estate District, CE



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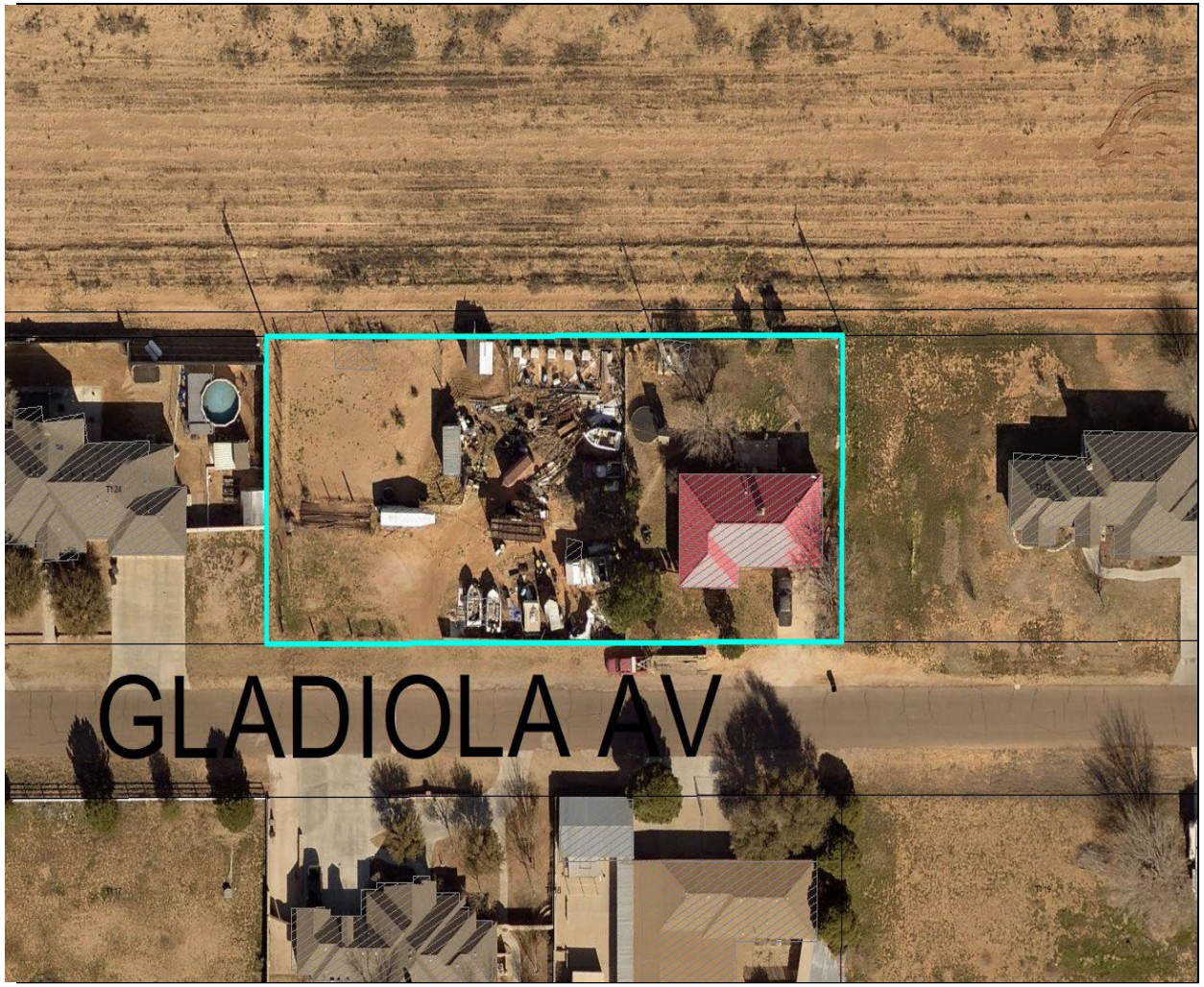
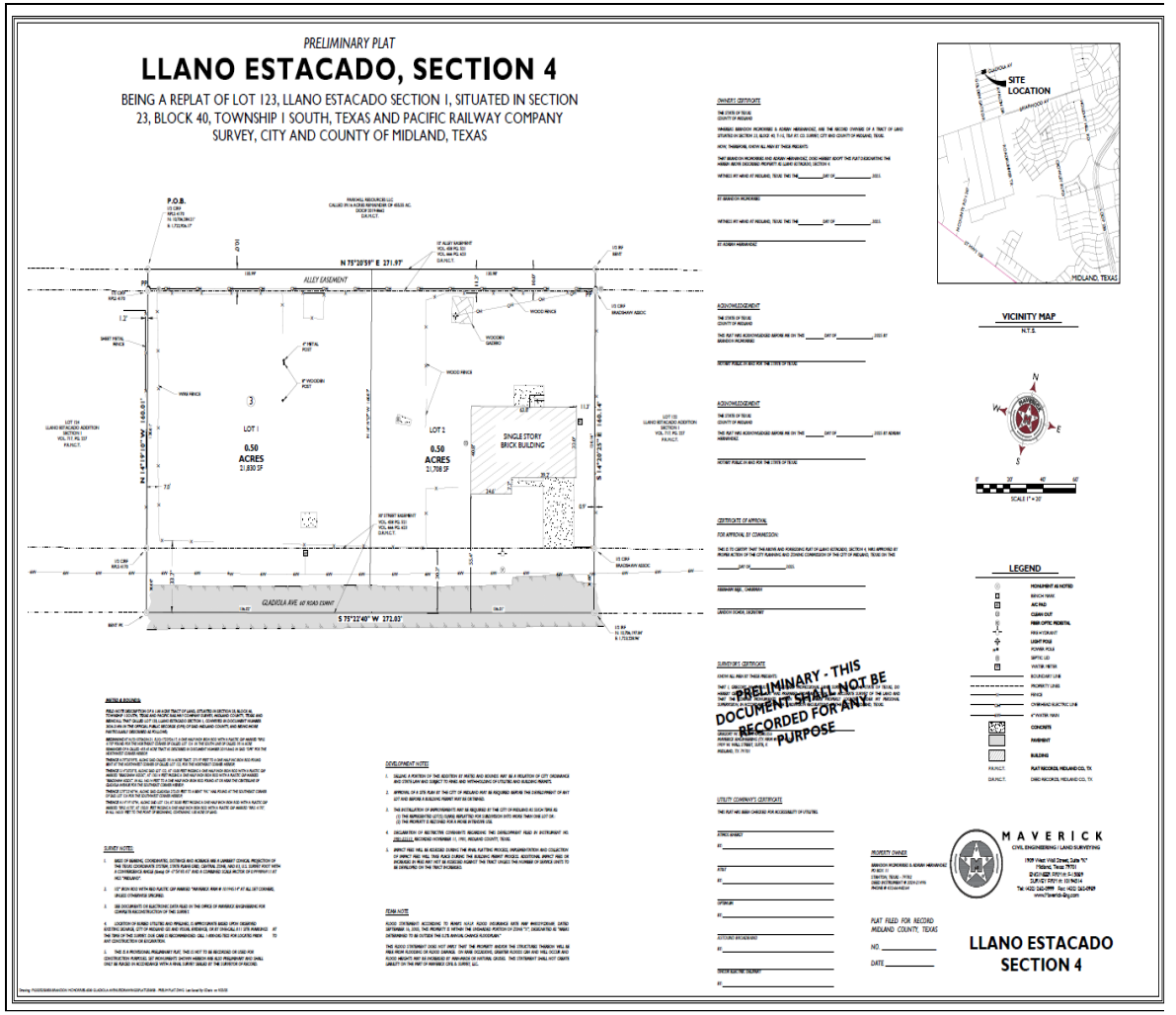
LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
  - **North:** Vacant
  - **South/East/West:** Residential



DETAILS OF REQUEST

- **Code Requirement:** Lot size must be at least 1 acre
- **Variance Requested:** Two lots measuring 0.5 acres
- Nearby properties do not meet the standard required by the zoning district



5

On Gladiola Avenue, Looking East

6

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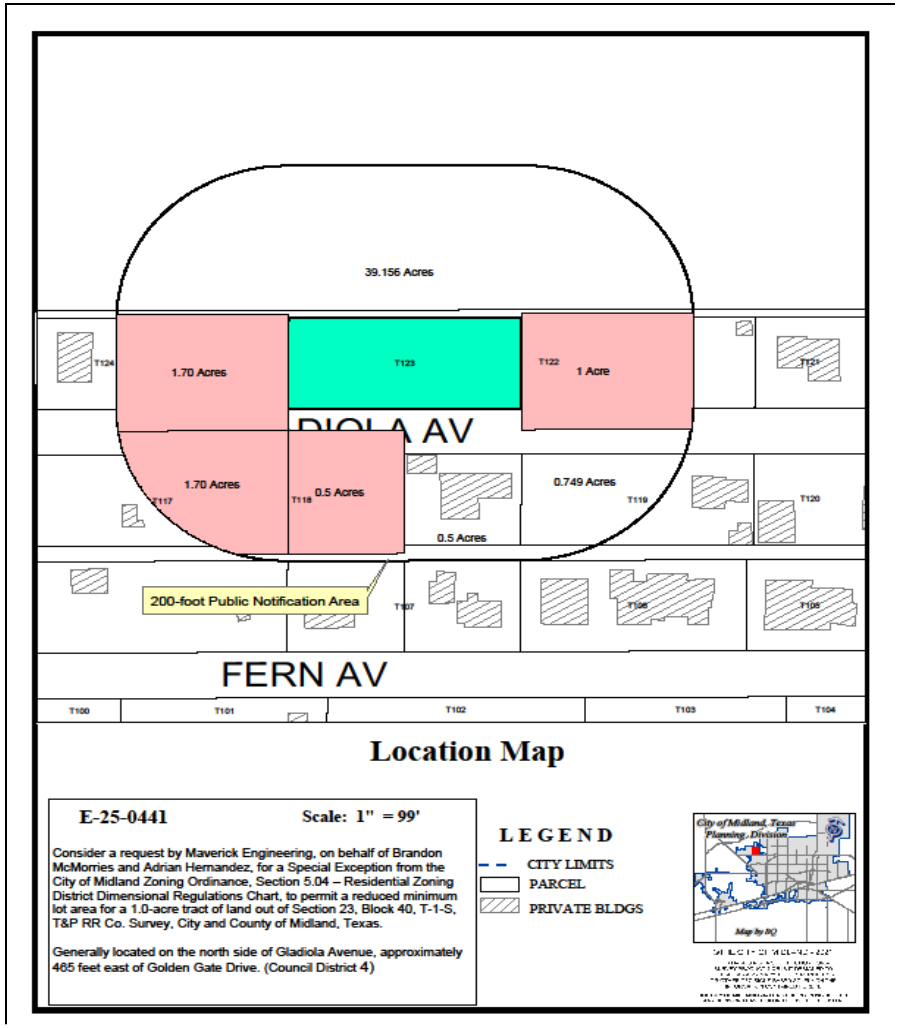
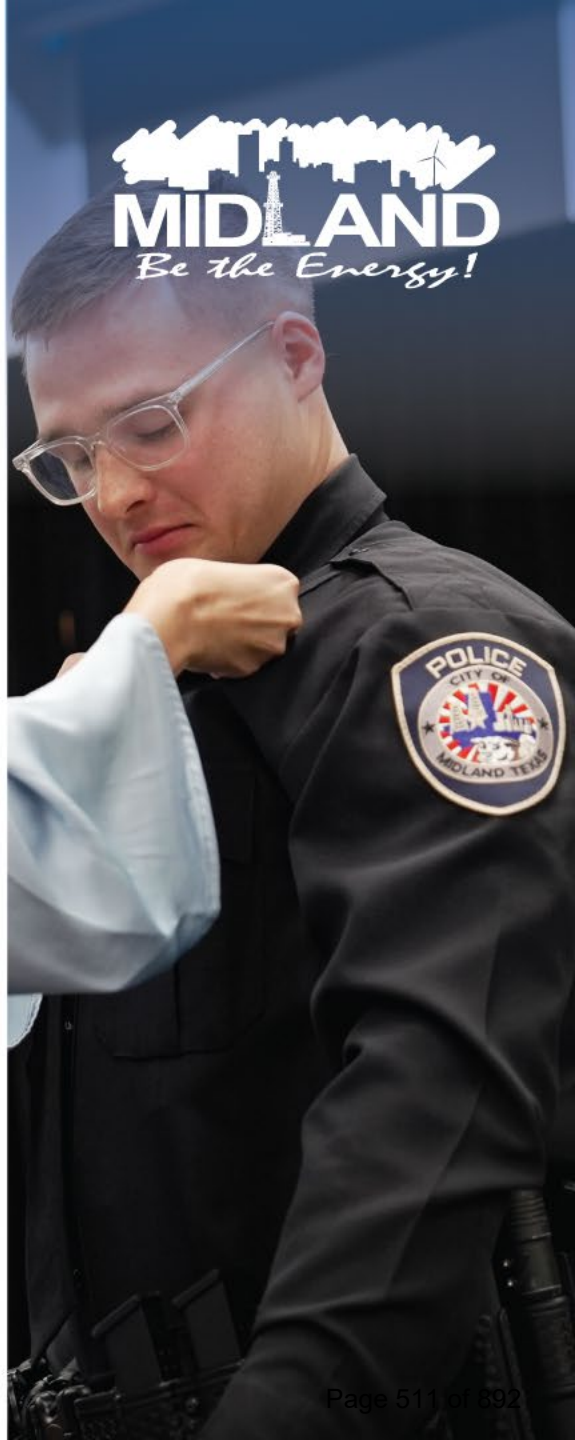
OBJECTIONS

- 4 objections have been received resulting in a 40.1% objection percentage. Supermajority vote is not required for approval.
- Protestors voiced concerns about the lot sizes, the allowance of mobile homes, and increased traffic in the neighborhood.



RESTRICTIVE COVENANTS

- Minimum lot size: 10,000 sq. ft (≈0.229 Acres) [Article IV(a)]
- Minimum ground floor area: 1,200 sq. ft. and at least 60% of exterior walls must be masonry [Article IV(d)]
- Setbacks: [Article IV(e)]
  - 25 ft from easement
  - 55 ft from front street easement boundary
  - 5 ft from side/rear lot lines



RESTRICTIVE COVENANTS

- Certain strips of land are reserved as Street Easements and Alley Easements for access, utilities and public use. [Article II(c)]
- Specific tracts are designated as Drill Sites for oil and gas operations. [Article III(c)]
- Tracks 1-4 are designated Commercial Sites [Article V]
- No trailers, basements, tents, shacks or temporary buildings may be used as residence [Article IV(i)]

NEARBY RESIDENTIAL LOT SIZE/USE

- Average Residential Lot Size (Within 200 feet) : 0.72 Acres
- Median of Residential Lot Size (Within 200 feet): 0.749 Acres
- Average Residential Lot Size (Within 500 feet): 0.612 Acres
- Median of Size (Within 500 feet): 0.601 Acres
- Mobile homes are only permitted within the MH, Manufactured Housing District.

NEARBY RESIDENTIAL LOT WITHIN 500 FT

Owner	Owner 2	Address	City	State	Zip Code	Length	Sg Ft	Acres	Medium
SMALL BRIAN K		6401 FERN AVE	MIDLAND	TX	79707	53.5290907	121.2446	0.002	
COX CLAYTON ALLEN		6515 FERN AV	MIDLAND	TX	79707	362.194551	5766.562	0.132	
SUCHIL ALAN ISACC		6501 GLADIOLA AVE	MIDLAND	TX	79707-9639	512.24932	16334.75	0.375	
MONTANEZ ORLANDO		6500 FERN AV	MIDLAND	TX	79707	512.24932	16334.75	0.375	
ALEMAN FELICIDAD D		6501 GLADIOLA AV	MIDLAND	TX	79707-9639	512.249322	16334.75	0.375	
SCHRADER MONTE GENE		5850 FM 2125 N	BROWNWOOD	TX	76801 0119	512.249721	16334.77	0.375	
NUNEZ ELIZABETH		6415 FERN AV	MIDLAND	TX	79707	622.817958	17972.85	0.412	
REYNOLDS JASON JOHN		6400 FERN AV	MIDLAND	TX	79707	579.32954	19537.21	0.448	
SALAZAR NOE		6401 GLADIOLA AVENUE	MIDLAND	TX	79707	663.330279	25469.45	0.584	
NELMS JANICE		PO BOX 8613	MIDLAND	TX	79708-8613	685.180009	26208.7	0.601	M
BERNARD ABRAHAM		6400 GLADIOLA AV	MIDLAND	TX	79707	695.518596	27331.6	0.627	
DOSSEY JOHNNY D		6408 FERN AVE	MIDLAND	TX	79707	765.482587	31487.65	0.722	
AYLOR DOUGLAS A		6408 GLADIOLA AV	MIDLAND	TX	79707	784.479932	32668.38	0.749	
MORENO ESTEBAN A		6409 GLADIOLA AV	MIDLAND	TX	79707	784.480168	32668.39	0.749	
PENA GREGORY SCOTT &	AMANDA DAWN PENA	1913 LOMA LINDA ST	VERNON	TX	76384 4934	784.499504	32669.55	0.749	
NELMS JANICE L		PO BOX 8613	MIDLAND	TX	79708	834.974219	35864.78	0.823	
CRITES WELDON TRACY JR		6516 FERN AV	MIDLAND	TX	79707	1071.50303	50250.82	1.153	
GARMON PAUL MARTIN III		6516 GLADIOLA AV	MIDLAND	TX	79707	1106.52022	51990.61	1.193	
BRADSHAW NOLAN M AND JOANN E		6515 GLADIOLA AV	MIDLAND	TX	79707	1106.52046	51990.63	1.193	
							Average	0.612474	

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NEARBY RESIDENTIAL LOT SIZE WITHIN 200 FT

Owner	Address	City	State	Zip Code	Lenght	Sq Ft	Acres	Median
MONTANEZ ORLANDO	6500 FERN AV	MIDLAND	TX	79707	512.24932	16334.7479	0.375	
SUCHIL ALAN ISACC	6501 GLADIOLA AVE	MIDLAND	TX	79707-9639	512.24932	16334.7479	0.375	
ALEMAN FELICIDAD D	6501 GLADIOLA AV	MIDLAND	TX	79707-9639	512.249322	16334.7497	0.375	
DOSSEY JOHNNY D	3323 N MIDLAND DR 113-107	MIDLAND	TX	79707	765.482587	31487.6534	0.722	
MORENO ESTEBAN A	6409 GLADIOLA AV	MIDLAND	TX	79707	784.480168	32668.3852	0.749	M
PENA GREGORY SCOTT & AMANDA DAWN PENA	6500 GLADIOLA AV	MIDLAND	TX	79707	784.499504	32669.5518	0.749	
AYLOR DOUGLAS A	6408 GLADIOLA AV	MIDLAND	TX	79707	784.479932	32668.3774	0.749	
BRADSHAW NOLAN M AND JOANN E	6515 GLADIOLA AV	MIDLAND	TX	79707	1106.52046	51990.6349	1.193	
GARMON PAUL MARTIN III	6516 GLADIOLA AV	MIDLAND	TX	79707	1106.52022	51990.6077	1.193	
						Average	0.72	Acres

STAFF'S RECOMMENDATION

- Four objections were received.
- Staff recommends approval of this request with the following condition:

A. That said special exception shall be of no force or effect unless the **Property is subdivided into no more than two lots** after the final adoption of this ordinance; provided, however, that **each lot shall have an area of 0.5 acres**.

MISSION

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

City Council Meeting

Item Number: 25.
Meeting Date: November 18, 2025
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 3.919-ACRE TRACT OF LAND OUT OF SECTION 9, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF MAYFIELD PLACE, APPROXIMATELY 165 FEET NORTH OF FAIRFIELD LANE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 28, 2025)

Purpose:
Maverick Engineering, on behalf Joshua R. Hoisager, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot width for a 3.919-acre tract of land located on the east side of Mayfield Place for future residential development.

Recommended Action:
Informational/Directional

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property consists of a 3.919-acre tract located on the east side of Mayfield Place. The property is currently zoned AE, Agricultural Estate District. Maverick Engineering, on behalf of Josh Hoisager, is requesting a special exception to reduce the minimum lot width to 30 feet on Mayfield Place. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot width is 150 feet for the AE, Agricultural Estate District. The purpose of this request is to facilitate the platting of the property into one lot for the construction of a single-family dwelling. Approval of the special exception is required prior to the submittal and approval of the final plat.

The proposed use as a single-family dwelling would be consistent with the existing residential character of the surrounding neighborhood. The applicant is proposing a flag-lot that provides 30 feet of frontage along Mayfield Place. This lot design would create a narrow access leading to the larger portion of the lot. The overall property consists of 3.919 acres, which exceeds the minimum lot area required by the AE, Agricultural Estates District. However, one of the portions that would remain after the subdivision would not meet any of the dimensions of the AE.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Informational):

Should the special exception be approved, it should be subject to the following conditions.

A. That the minimum lot width shall be 30 feet.
B. That said special exception shall be of no force or effect unless and until the entire Property, as described in Exhibit A, is platted into one lot.

Letters of Objection:

Staff has not received any letters of objection as of October 16, 2025.

Attachments:
A. ORDINANCE WITH EXHIBIT - (E-25-0146.)Joshua Hoisager - Reduced Min Lot Width Ord w Exh
B. E-25-0146, Combined Files
C. CC - - Mayfield Place Special Exception Reduced Min Lot Width

Rachel Guentensberger, City Secretary Created/Initiated - 10/28/2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 3.919-ACRE TRACT OF LAND OUT OF SECTION 9, BLOCK X, H.P. HILLARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF MAYFIELD PLACE, APPROXIMATELY 165 FEET NORTH OF FAIRFIELD LANE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as a 3.919-acre tract of land out of Section 9, Block X, H.P. Hillard 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. Said special exception shall allow a reduced minimum lot width.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum lot width shall be 30 feet.

B. That said special exception shall be of no force or effect unless and until the entire Property, as described in Exhibit A, is platted into one lot.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

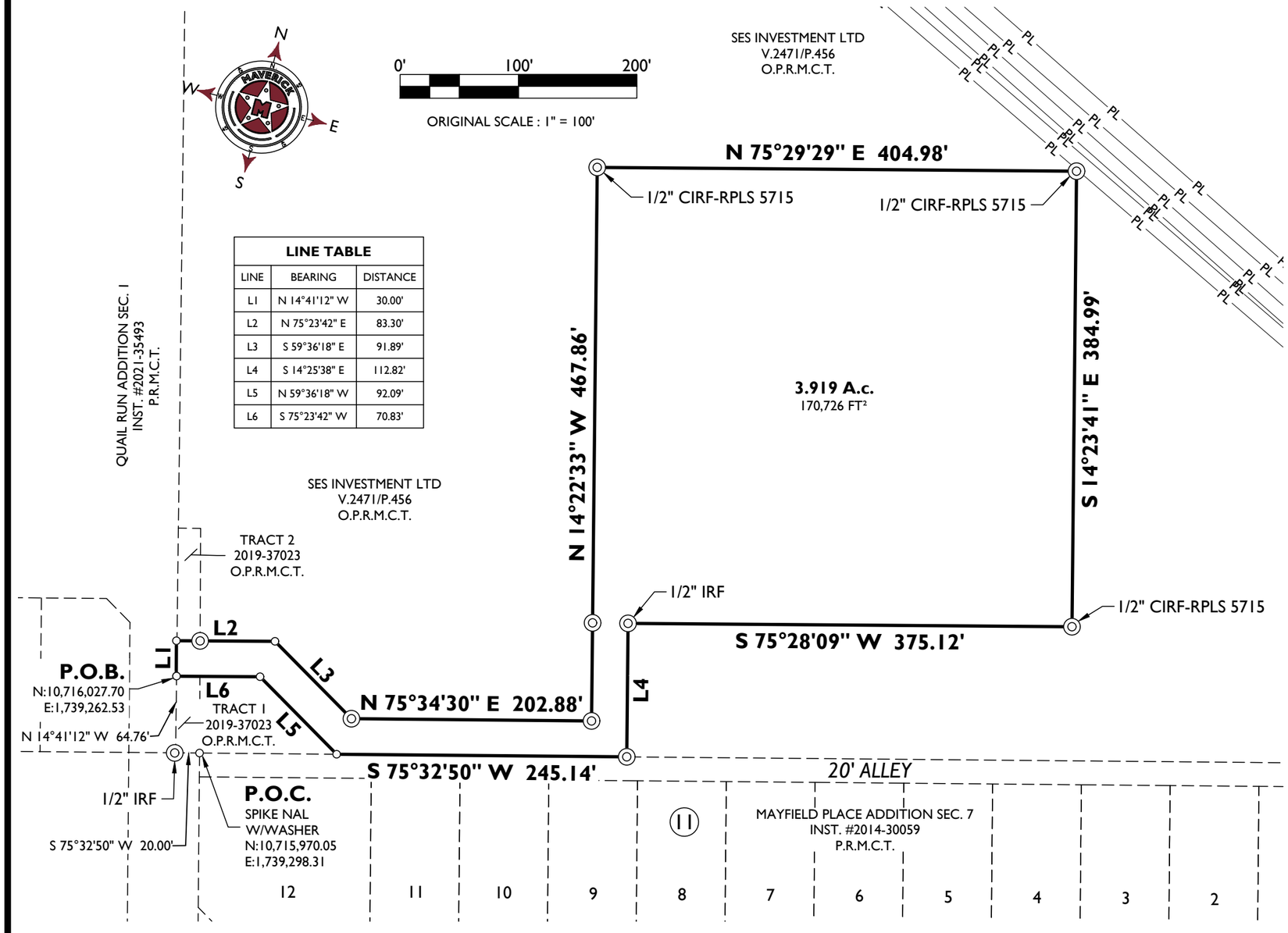
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

Nicholas Toulet, Interim City Attorney



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 14°41'12" W	30.00'
L2	N 75°23'42" E	83.30'
L3	S 59°36'18" E	91.89'
L4	S 14°25'38" E	112.82'
L5	N 59°36'18" W	92.09'
L6	S 75°23'42" W	70.83'

LEGEND

◎	FOUND 1/2" IRON ROD OR AS NOTED
○	LOT CORNER
———	BOUNDARY
— — — — — —	EXISTING LOTS
——— PL ———	EXISTING PIPELINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.R.M.C.T.	PLAT RECORDS, MIDLAND CO., TX
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".

2. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.

3. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.

METES & BOUNDS

FIELD NOTE DESCRIPTION OF A 3.919 ACRE TRACT OF LAND, SITUATED IN SECTION 9, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS AND BEING THAT SAME TRACT AS DESCRIBED IN DOCUMENT NUMBER 2013-20580 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***COMMENCING** AT N.(Y): 10715970.05, E.(X): 1739298.31, A SPIKE NAIL WITH A WASHER FOUND AT THE SOUTHEAST CORNER OF A CALLED TRACT 1 AS DESCRIBED AS EXHIBIT "B" IN DOCUMENT NUMBER 2019-37023 IN SAID "OPR", BEING THE SOUTHEAST CORNER OF QUAIL RUN SECTION 1, A SUBDIVISION AS DEPICTED ON A PLAT RECORDED AS DOCUMENT NUMBER 2021-35493 IN THE PLAT RECORDS OF SAID MIDLAND COUNTY, BEING THE NORTHWEST CORNER OF MAYFIELD PLACE SECTION 7, A SUBDIVISION AS DEPICTED ON A PLAT RECORDED AS DOCUMENT NUMBER 2014-30059 IN SAID PLAT RECORDS, **THENCE** S.75°32'50"W., 20.00 FEET AND N.14°41'12"W., 64.76 FEET TO A POINT LYING IN MAYFIELD PLACE STREET, AT OR NEAR THE NORTHWEST CORNER OF SAID TRACT 1, FOR THE **POINT OF BEGINNING** AND THE WEST SOUTHWEST CORNER HEREOF;*

***THENCE** N.14°41'12"W., 30.00 FEET TO A POINT IN SAID MAYFIELD PLACE STREET AT OR NEAR THE SOUTHWEST CORNER OF "TRACT 2" IN SAID EXHIBIT "B" FOR THE WEST NORTHWEST CORNER HEREOF;*

***THENCE** N.75°23'42"E., AT 20.00 FEET PASSING A BENT ONE HALF INCH IRON ROD AT OT NEAR THE EAST LINE OF SAID MAYFIELD PLACE BEING THE SOUTHEAST CORNER OF SAID TRACT 2, IN ALL 83.30 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" (RPC) SET FOR AN ANGLE CORNER HEREOF;*

***THENCE** THE FOLLOWING TEN (10) COURSES AND DISTANCES AROUND THIS TRACT.*

1. *S.59°36'18"E., 91.89 FEET TO A ONE HALF INCH IRON ROD FOUND FOR AN ANGLE CORNER HEREOF;*
2. *N.75°34'30"E., 202.88 FEET TO A ONE HALF INCH IRON ROD FOUND FOR AN ANGLE CORNER HEREOF;*
3. *N.14°22'33"W., AT 82.90 FEET PASSING A ONE HALF INCH IRON ROD, IN ALL 467.86 A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "RPLS 5715" (5715) FOUND FOR THE NORTH NORTHWEST CORNER HEREOF;*
4. *N.75°29'29"E., 404.98 FEET TO A "5715" FOUND FOR THE NORTHEAST CORNER HEREOF;*
5. *S.14°23'41"E., 384.99 FEET TO A "5715" FOUND FOR THE SOUTH SOUTHEAST CORNER HEREOF;*
6. *S.75°28'09"W., 375.12 FEET TO A ONE HALF INCH IRON ROD FOUND FOR AN ANGLE CORNER HEREOF;*
7. *S.14°25'38"E., 112.82 FEET TO A ONE HALF INCH IRON ROD FOUND ON THE NORTH LINE OF SAID MAYFIELD PLACE SECTION 7, FOR THE SOUTH SOUTHEAST CORNER HEREOF;*
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9. *N.59°36'18"W., 92.09 FEET TO AN "RPC" SET FOR AN ANGLE CORNER HEREOF;*
10. *S.75°23'42"W., AT 50.83 FEET PASSING AN "RPC" SET IN THE EAST LINE OF SAID MAYFIELD PLACE STREET, IN ALL 70.83 FEET TO THE **POINT OF BEGINNING**, CONTAINING 170726 SQUARE FEET OR 3.919 ACRES OF LAND, WITH THE WEST 600 SQUARE FEET OR 0.014 ACRE BEING WITHIN THE RIGHT OF WAY OF MAYFIELD PLACE STREET.*

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:
250161	8.20.25	LL		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

SEPTEMBER 16, 2024

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

JOSH HOISAGER

BOUNDARY SURVEY

A 3.919 ACRE TRACT OUT OF THE SE/4 NW/4 OF SECTION 9, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY , TEXAS

EXHIBIT A

Drawing : F:\2025\250161-JOSH HOISAGER-MIDLAND FLAG LOT\DRAWINGS\BOUNDARY SUVEY\250161 - BOUNDARY SURVEY.DWG Last Saved By: SDavis on 9/17/25

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: JOSHUA R. HOISAGER		Phone (432) 247-8766 Email josh.hoisager@gmail.com	
Address 4823 SPRING MEADOW LANE #4	City MIDLAND	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ANDREW MELLEN		Phone (432) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W WALL STREET SUITE K	City MIDLAND	State TX	Zip 79701

Street Address: SEE ATTACHED

Legal Description
Lot: Block: Subdivision:

Current Zoning: AE

This property qualifies as an exception to the City Code because:

- ☒ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: REDUCED MINIMUM LOT WIDTH

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature):	Date: 9/17/2025
Property Owner (printed): Joshua R. Hoisager	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Joshua R. Hoisager, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 17 day of September, 2025, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

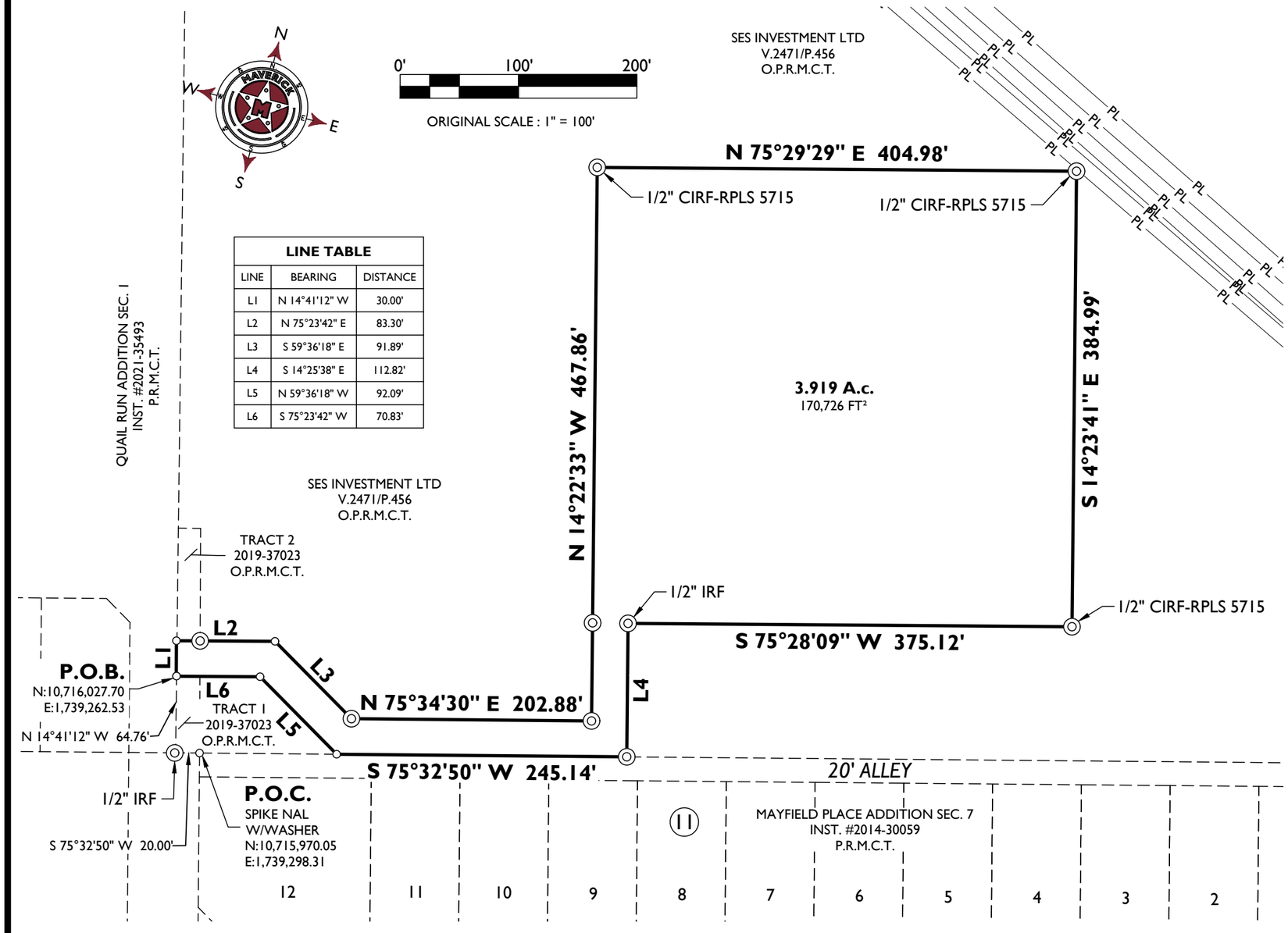
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5561	
Received By: Angelina Betancourt	Date: 9/22/25

RECEIVED
SEP 22 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



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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:
250161	8.20.25	LL		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

SEPTEMBER 16, 2024

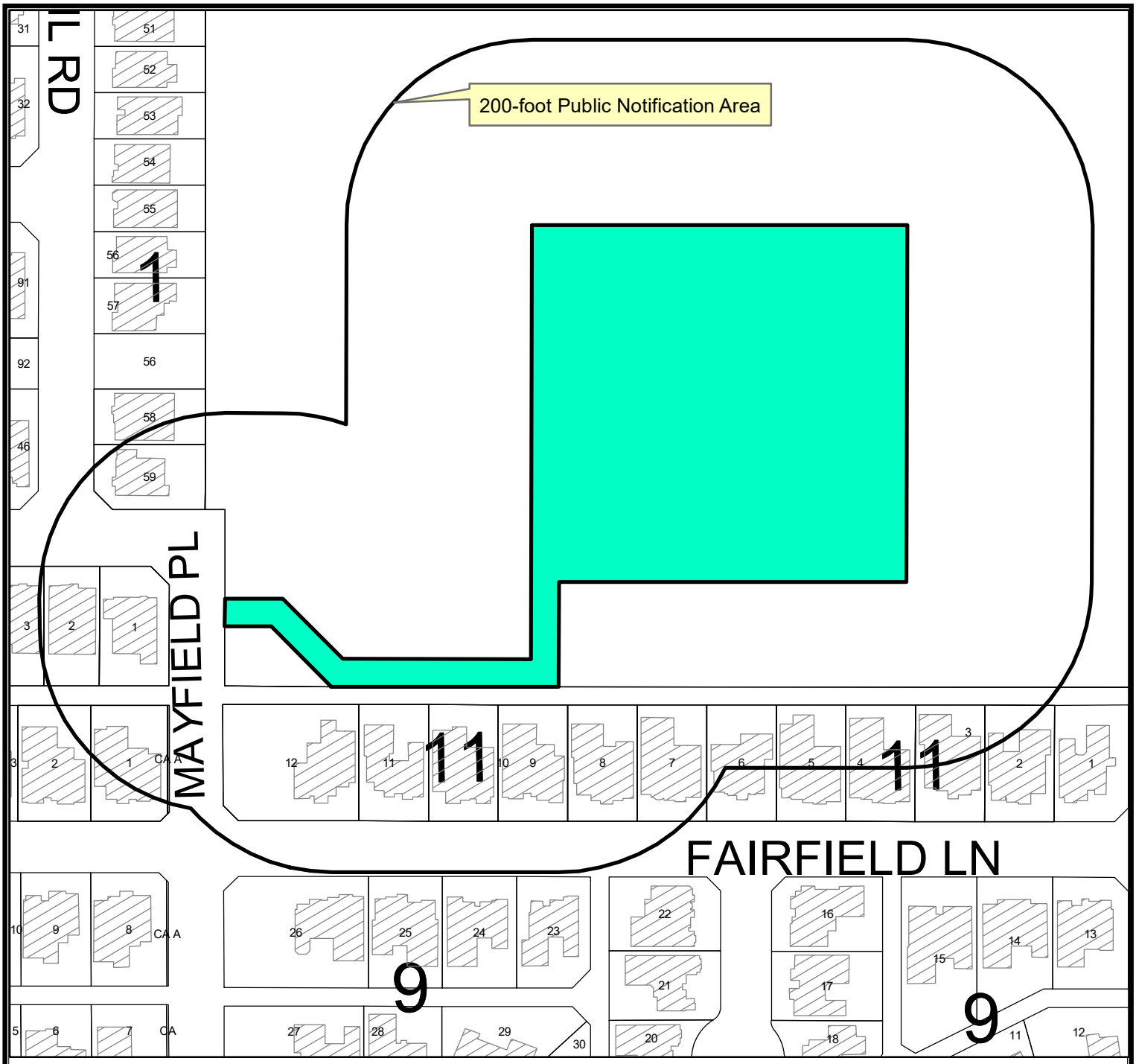
STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

JOSH HOISAGER

BOUNDARY SURVEY

A 3.919 ACRE TRACT OUT OF THE SE/4 NW/4 OF SECTION 9, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY , TEXAS

Drawing : F:\2025\250161-JOSH HOISAGER-MIDLAND FLAG LOT\DRAWINGS\BOUNDARY SUVEY\250161 - BOUNDARY SURVEY.DWG Last Saved By: SDavis on 9/17/25



Location Map

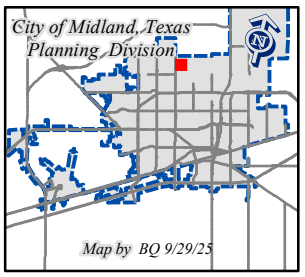
E-25-0146 **Scale: 1" = 1,000 '**

Consider a request by Maverick Engineering, on behalf of Joshua R. Hoisager, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot width for a 3.919-acre tract of land out of Section 9, Block X, H. P. Hillard Survey, City and County, Midland, Texas.

Generally located on the east side of Mayfield Place, approximately 165 feet north of Fairfield Lane. (Council District 1)

L E G E N D

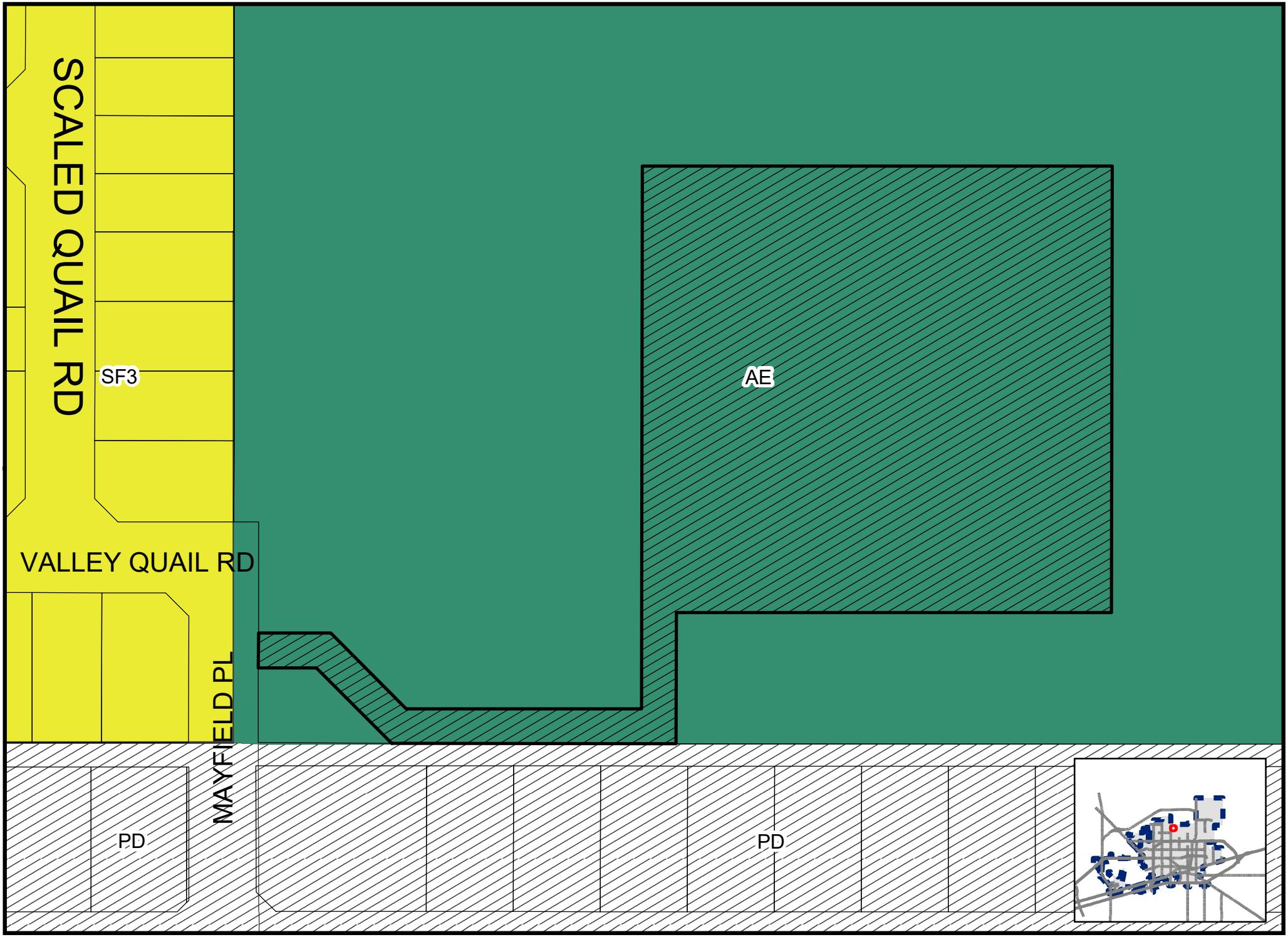
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



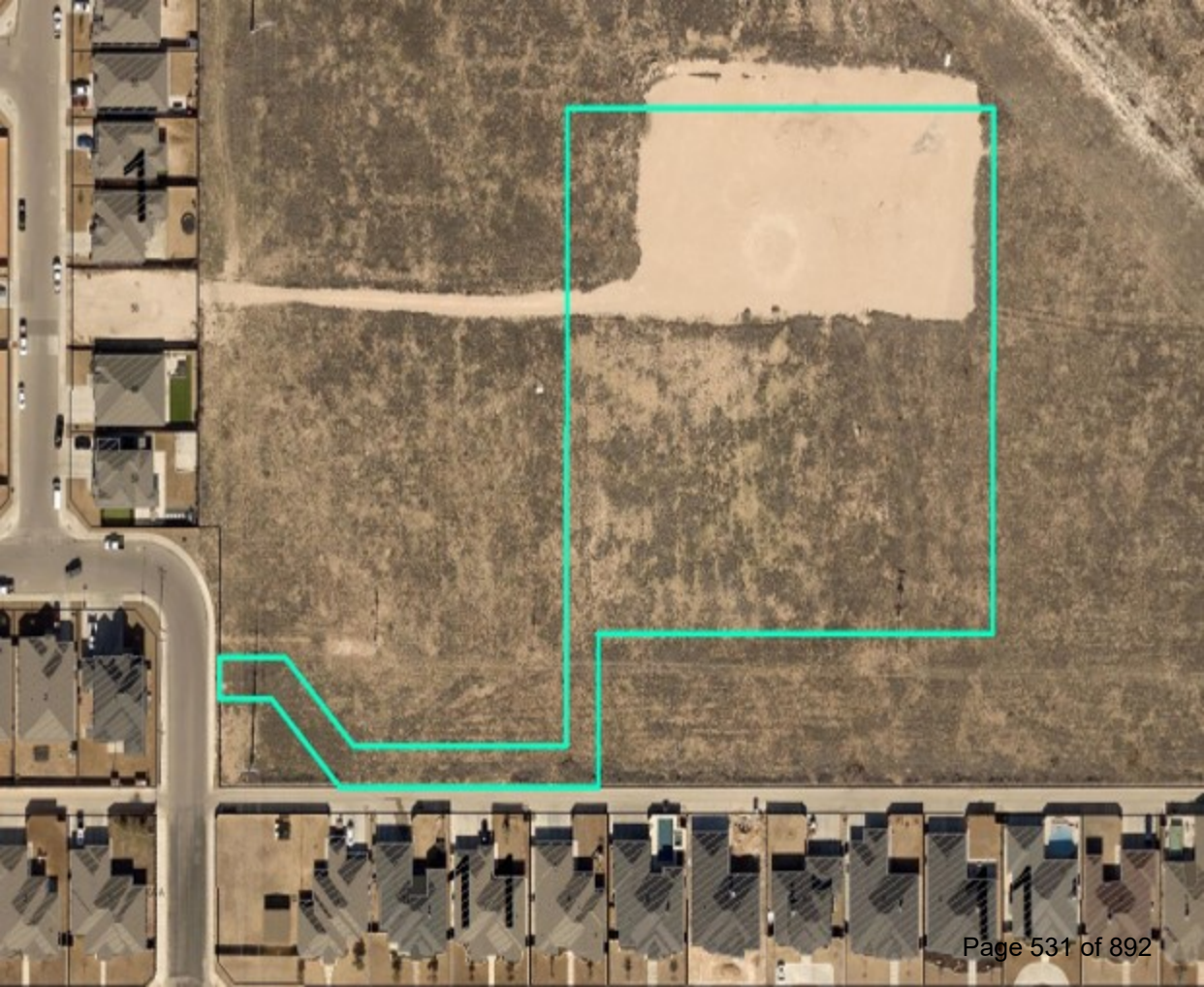
Map by BQ 9/29/25

E-25-0146

Scale: 1" = 1000'

ZONING MAP

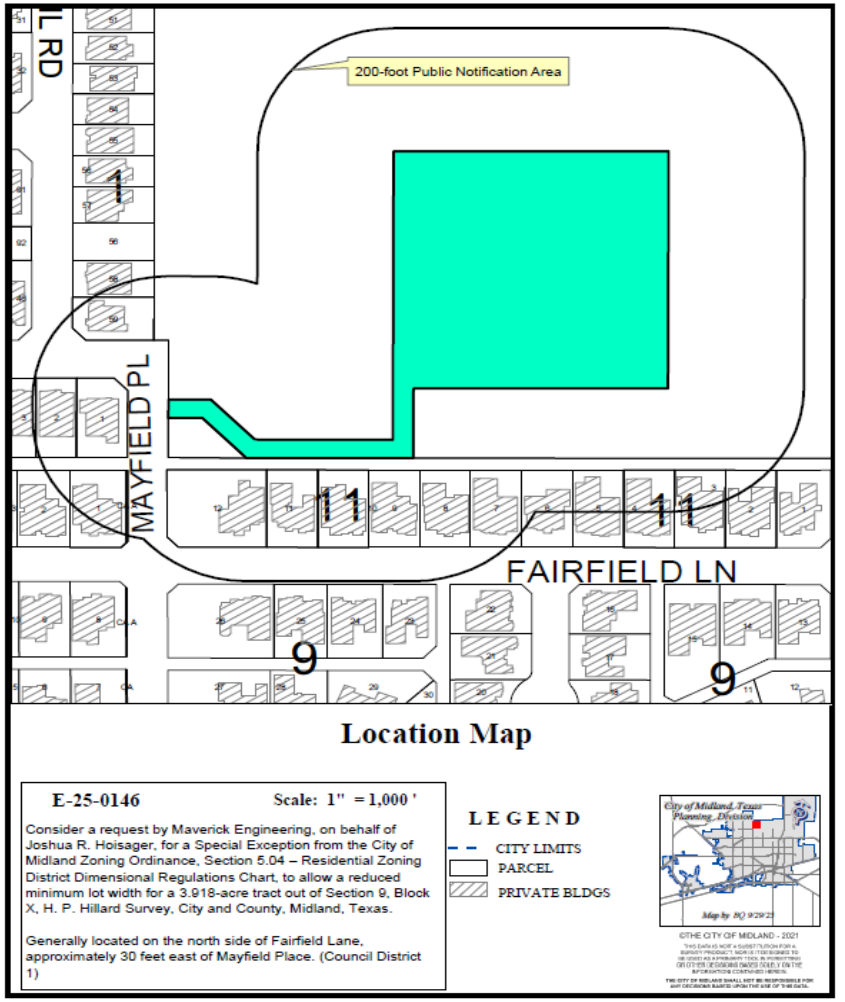
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON THIS



MIDLAND
Be the Energy!
ITEM
SPECIAL EXCEPTION
MAYFIELD PLACE
Visit Our Website
MIDLANDTEXAS.GOV

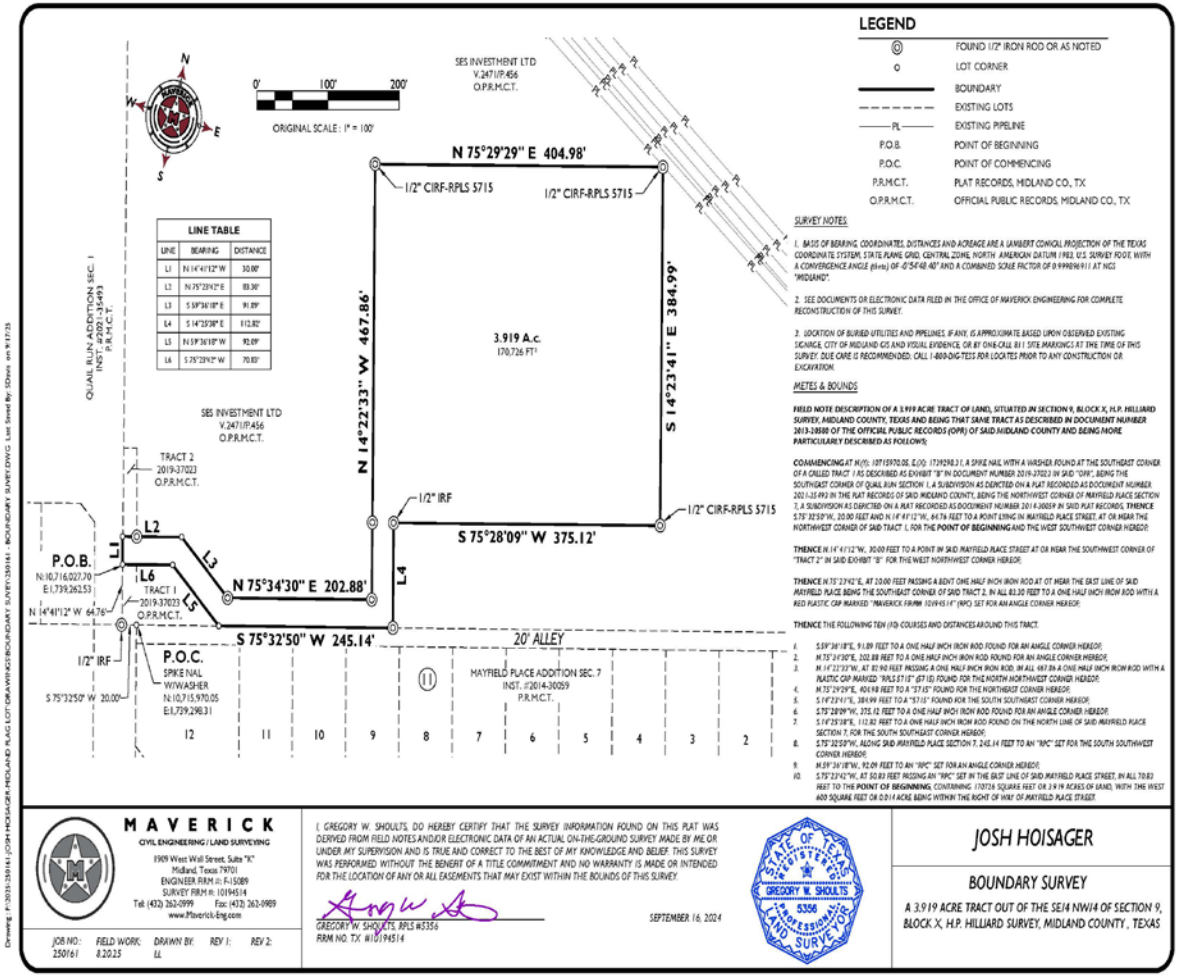
APPLICATION SUMMARY

- **Property Owner:** Joshua R. Hoisager
- **Representative:** Andrew Mellen, with Maverick Engineering
- **Location:** Generally located on the north side of Fairfield Lane, approximately 30 feet east of Mayfield Place. (District 1)
- **Reason for Request:** to be able to build a single-family dwelling



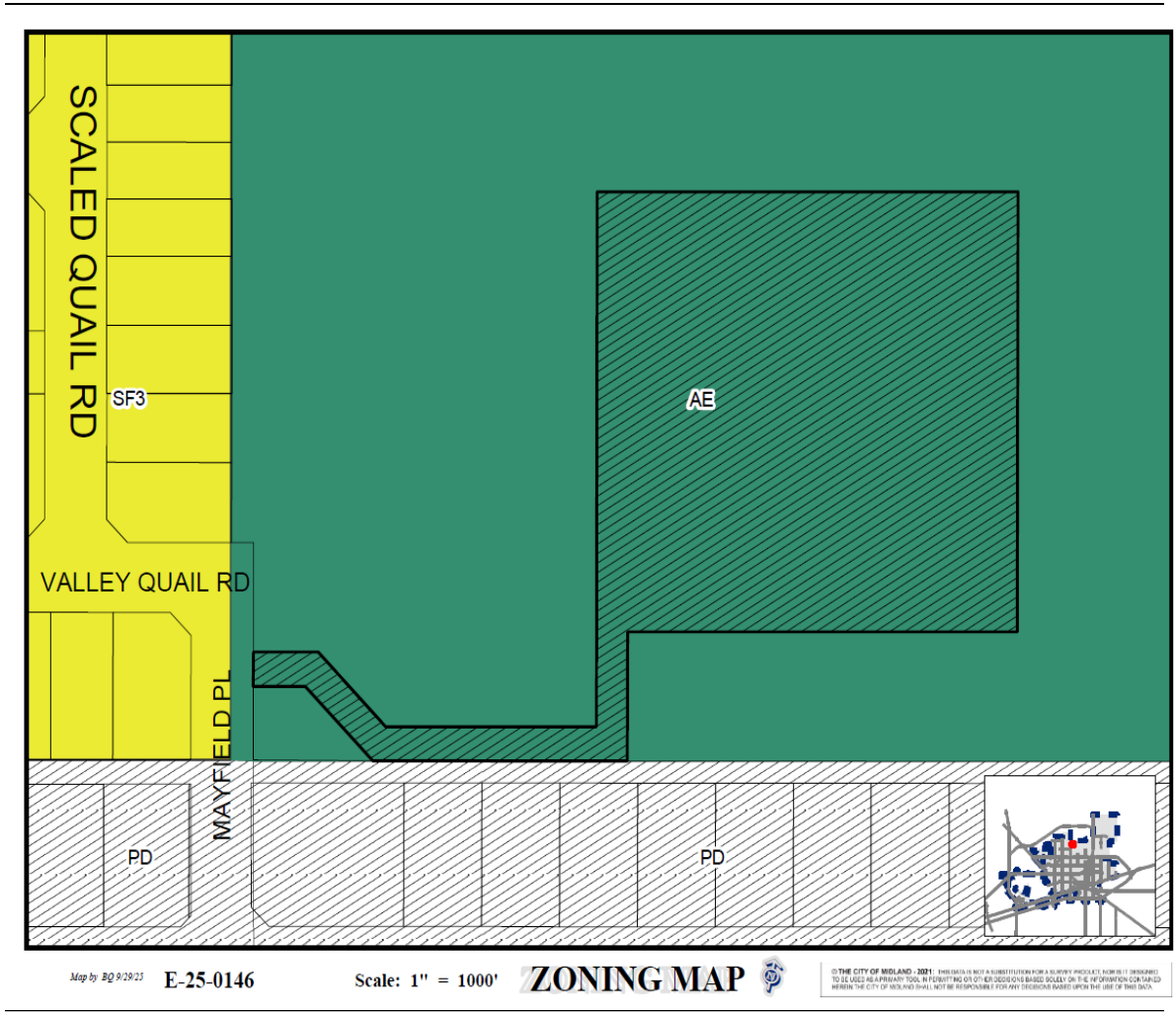
DETAILS OF REQUEST

- **Code Requirement:** Minimum lot width must be 150 feet
- **Variance Requested:** To reduce the minimum lot width to 30 feet



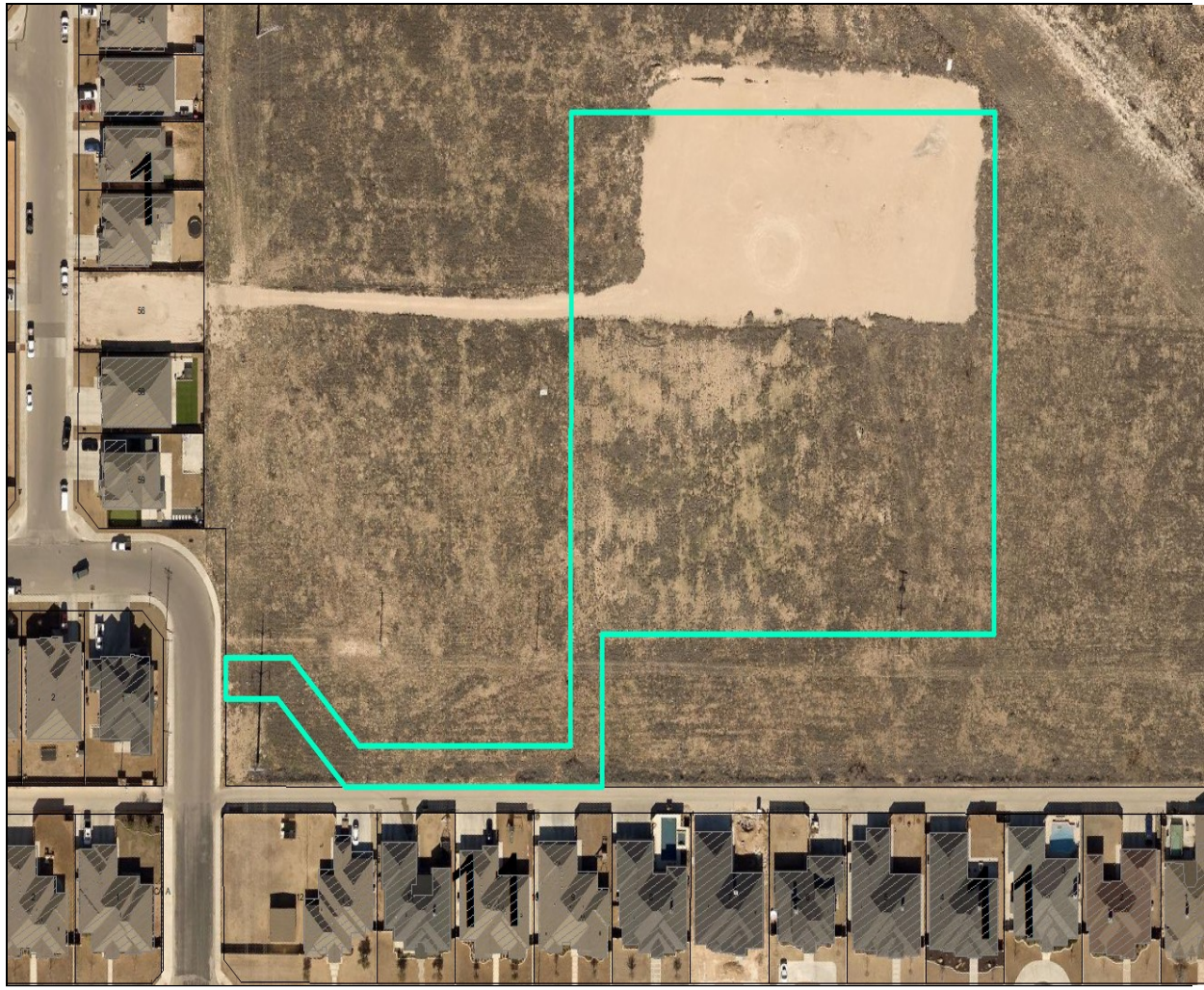
ZONING

- **Current Zoning:** Agricultural Estate District, AE
- **Surrounding Zoning:**
  - **North/East:** Agricultural Estate District, AE
  - **South:** Planned Development for a Housing Development, PD
  - **West:** Single-Family Dwelling District, SF-3



LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North/East:** Vacant
  - **South/West:** Residential
- **Proposed Use:** Residential



On Mayfield Place, Looking East

6

STAFF'S REPORT

- No objections were received.
- Should the special exception be approved, it should be subject to the following conditions.

A. That the minimum lot width shall be 30 feet.

B. That said special exception shall be of no force or effect unless and until the entire Property, as described in Exhibit A, is platted into one lot.

MISSION

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

City Council Meeting

Item Number: 26.
Meeting Date: November 18, 2025
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11A, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 52, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WINDHAVEN DRIVE, APPROXIMATELY 190 FEET SOUTH OF DEAUVILLE BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A HOTEL FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 28, 2025)

Purpose:
Maverick Engineering on behalf of Midland TW, INC,, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 1107 Windhaven Drive for Hampton Inn Hotel.

Recommended Action:
Approve

Fiscal Impact:
none

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Strategic Priority: (Quality of Life & Place)

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

All properties to the North and East are zoned RR, Regional Retail, and consist of a bar and hotels. The properties to the South and West are PD, Planned Development District, and consist of apartments

Analysis:

The property is zoned RR, Regional Retail District. The regional retail zoning allows for alcoholic beverages sales for on-premises consumption in a hotel with the approval of an SUD. The property currently does not have an SUD. The total area of the hotel is 36,000-square feet, the proposed alcohol serviceable area is 5,000 square feet.

The proposed days and hours of operation are:

Monday through Sunday from 12 a.m. to 12 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Saturday from 7 a.m. to 2 a.m.
Sunday 12 p.m. to 12 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant’s Information Only.]

Building Code: (Approved)

The SUD for Hampton Inn is acceptable. The property must adhere to the maximum occupant load of 333 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Hotel, subject to Condition A through G.

Conditions:
A. That the serviceable area of the establishment shall be limited to approximately 5,000 square feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 7 a.m. to 2 a.m.; Sunday, 12 p.m. to 12 a.m.
D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code
E. That the establishment shall meet all requirements of the Fire Department and Code Administration
F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.
G.That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of October 10, 2025 staff has not received any letters of objections.

Attachments:
A. ORDINANCE WITH EXHIBIT - SUD-25-0212.Hampton Inn - Alcohol Sales Ord w Exh
B. SUD-25-0212, New Combined Documents
C. SUD-25-0212, Alcohol SUD w Term Hampton Inn

Rachel Guentensberger, City Secretary Created/Initiated - 10/28/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11A, BLOCK 8, WESTRIDGE PARK ADDITION, SECTION 52, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF WINDHAVEN DRIVE, APPROXIMATELY 190 FEET SOUTH OF DEAUVILLE BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A HOTEL FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 11A, Block 8, Westridge Park Addition, Section 52, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a hotel (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 7:00 a.m. to 2:00 a.m. of the following day; and Sunday from 12:00 p.m. (noon) to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

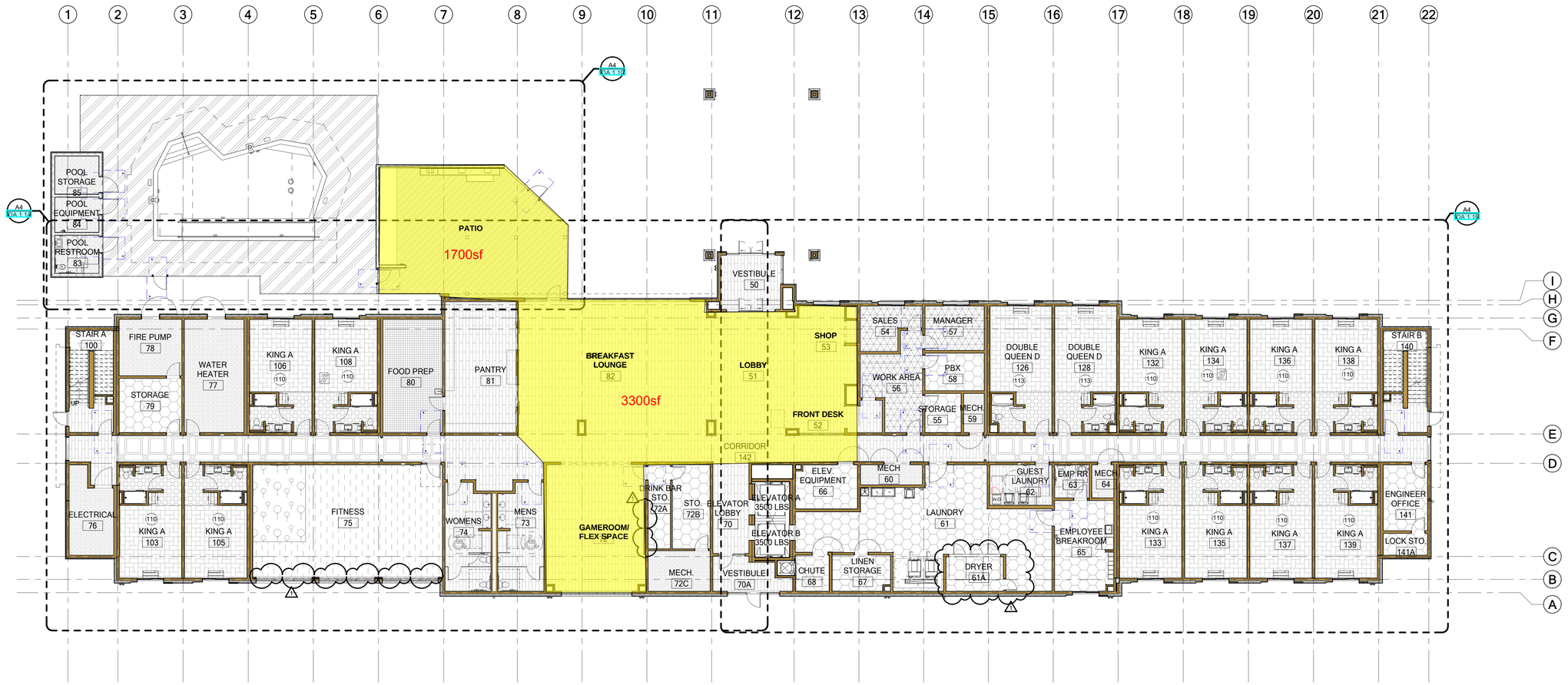
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney



B4 FLOOR PLAN - LEVEL 1 FINISH

IDA 1.1 3/32" = 1'-0"

EXHIBIT A

GENERAL NOTES

1. PROPERTY OWNER TO REFER TO INTERIOR DESIGN SPECIFICATIONS VISUAL DECOR MANUAL TO PROPERLY SELECT INTERIOR FINISHES.
2. REFER TO SHEETS A4.3 - A4.10 FOR ALL GUESTROOM FF&E
3. ALL MATERIALS END ON INSIDE CORNER UNLESS NOTED OTHERWISE
4. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION & WALL ASSEMBLIES SHOWN ON SHEETS A1.0 & A9.0A FLOOR/ROOF & CEILING SYSTEMS SHOWN ON SHEET A9.0B. ALL DIMENSIONS ARE TO FACE OF STUD; U.N.O.
5. REFER TO THE A8 SHEETS FOR MILLWORK. ALL MILLWORK WILL BE VERIFIED VIA SUBMITTAL

KEYNOTE LEGEND

110	REFER TO A4.3 FOR KING A ENLARGED FLOOR PLAN
113	REFER TO A4.6 FOR DOUBLE QUEEN D ENLARGED FLOOR PLAN

FINISH FLOOR LEGEND

- LVT
- CARPET C-11
- CARPET C-14 C-1
- CARPET C-14 C-2
- LVT
- RESILIENT (ACCENT) RF-11
- RESILIENT (MAIN) RF-10
- SEALED CONCRETE SC
- TILE QUARRY
- TILE T-01
- TILE T-10
- VCT T-15
- BRICK PAVER BP-1
- BRICK PAVER BP-2
- KOOL DECK K-1

FINISH SYMBOL LEGEND

FLOOR FINISH (000) (000) WALL FINISH
BASE FINISH (000) (000) CEILING FINISH

NOTE: IF CALL OUTS ARE MISSING, REFER TO ENLARGED SHEETS.

NOTE: IF MORE THAN 1 TYPE OF FINISH IS USED THEN THEY WILL BE NEXT TO EACH OTHER.

XXX XXX TRANSITION STRIP REQUIRED

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MAYSE & ASSOCIATES, INC.
Architecture + Planning + Construction Management

14881 Quorum Dr. Suite 800
Dallas, Texas 75254
Phone: (972) 386-0338 Fax: (972) 386-0576
www.MayseAssociates.com

SEAL:

Engineer:

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HAMPTON INN

WINDHAVEN DR
MIDLAND, TX 79706

INSIGNIA
Where Hospitality Begins

INSIGNIA HOSPITALITY

401 N. TRADEWINDS BLVD.
MIDLAND, TEXAS 79706

Revisions:

01 03/26/2024 - ISSUE FOR PERMIT
01 05/22/2024 - ISSUE FOR CONSTRUCTION & ASI #1

date 05/22/2024
job no. 22153
sheet title 1ST FLOOR FINISH PLAN
sheet no. IDA 1.1

5/22/2024 2:50:03 PM
Autodesk Docs://22153 - Hampton Inn - Midland TX/22153_Hampton Inn_ Midland_TX_R22.rvt

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maverick Engineering Andrew L. Mellen			Phone (432)262-0999 Email amellen@maverick-eng.com
Address 1909 West Wall St	City Midland	State TX	Zip 79701

Property Owner Printed Name: Midland TW, Inc (Darpan Bhakta)			Phone (432)699-0989 Email darpan@insigniamgmt.com
Address 401 Tradewinds Blvd	City Midland	State TX	Zip 79706

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 1107 Windhaven Dr

Business Name: Hampton Inn

Reason for Request: To sale Beer and Wine

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Hotel

Proposed/Current Days and Hours of Operation: 24 hr 7 days

Proposed Days and Hours of Alcohol Service: M-F 7:00am to 2:00am, Saturday 7:00am to 2:00am Sunday 12:00am ending at Midnight.

Total Square Footage of Business: Midland TW, Inc

Square Footage of Alcohol Serviceable Area: 3300SF Indoor 1700SF Patio Outdoor

(Outline in red on floor plan) First Floor

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1/1 /	**Bathroom Sinks:** 1
Women	**Toilets:** 2	**Bathroom Sinks:** 1

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees

Items to be submitted with this application form:

Application Fee of $300 –

- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:

- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in red & labeled)

Dimensioned Site Plan showing:

- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 9/8/2025
Applicant (printed): SAVANNAH DAVIS	
Property Owner (signature):	Date: 9/5/2025
Property Owner (printed) : DARPAN BHALLA	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland TW, Inc, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 8 day of September, 20 25, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

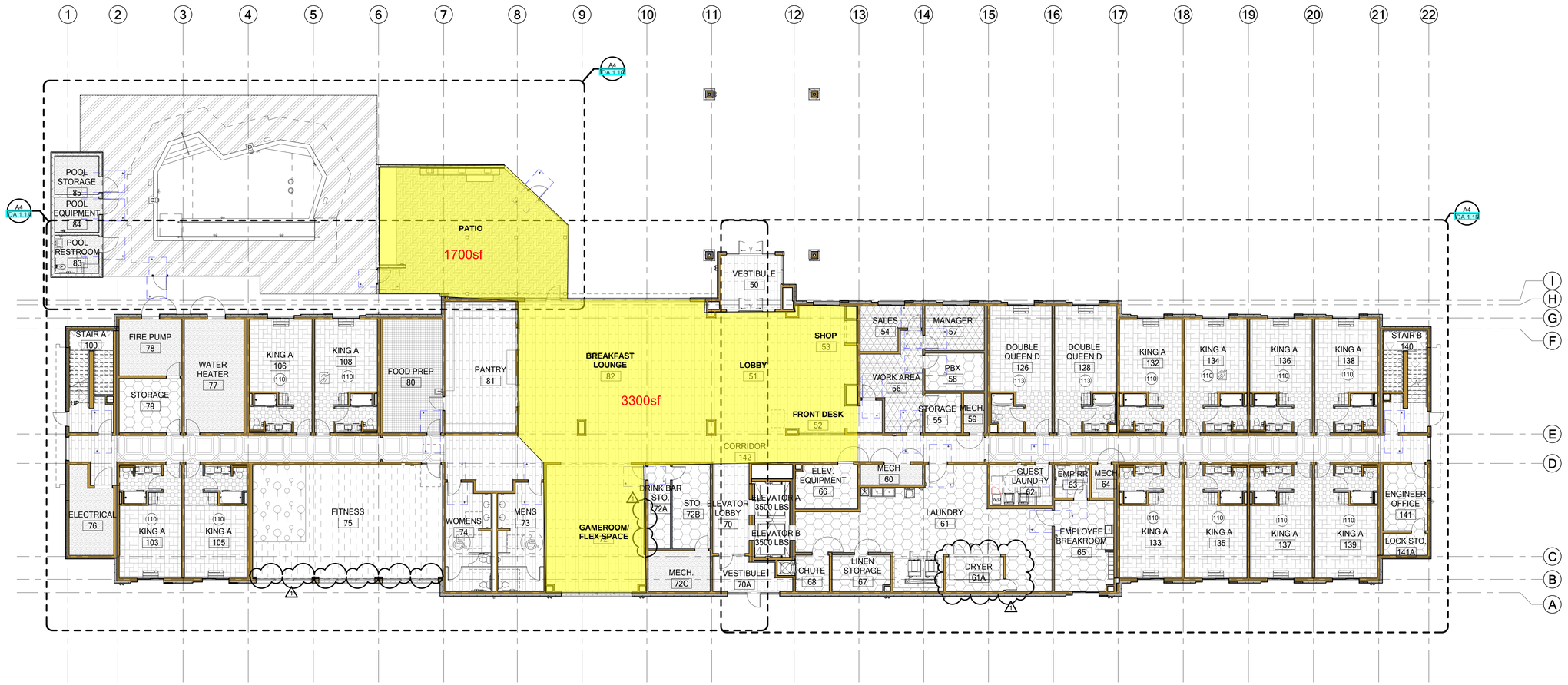
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☐ Site Plan
Check # 5539	☑ Plans in Digital Format (PDF/JPEG)
Received By: Alexis	Date:

RECEIVED
SEP 08 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



B4 FLOOR PLAN - LEVEL 1 FINISH

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113	REFER TO A4.6 FOR DOUBLE QUEEN D ENLARGED FLOOR PLAN

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- CARPET C-14 C-1
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- TILE T-10
- VCT T-15
- BRICK PAVER BP-1
- BRICK PAVER BP-2
- KOOL DECK K-1

FINISH SYMBOL LEGEND

FLOOR FINISH (000) (000) WALL FINISH
BASE FINISH (000) (000) CEILING FINISH

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Engineer:

HAMPTON INN

WINDHAVEN DR
MIDLAND, TX 79706

INSIGNIA
Where Hospitality Begins

INSIGNIA HOSPITALITY

401 N. TRADEWINDS BLVD.
MIDLAND, TEXAS 79706

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job no. 22153
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sheet no. IDA 1.1

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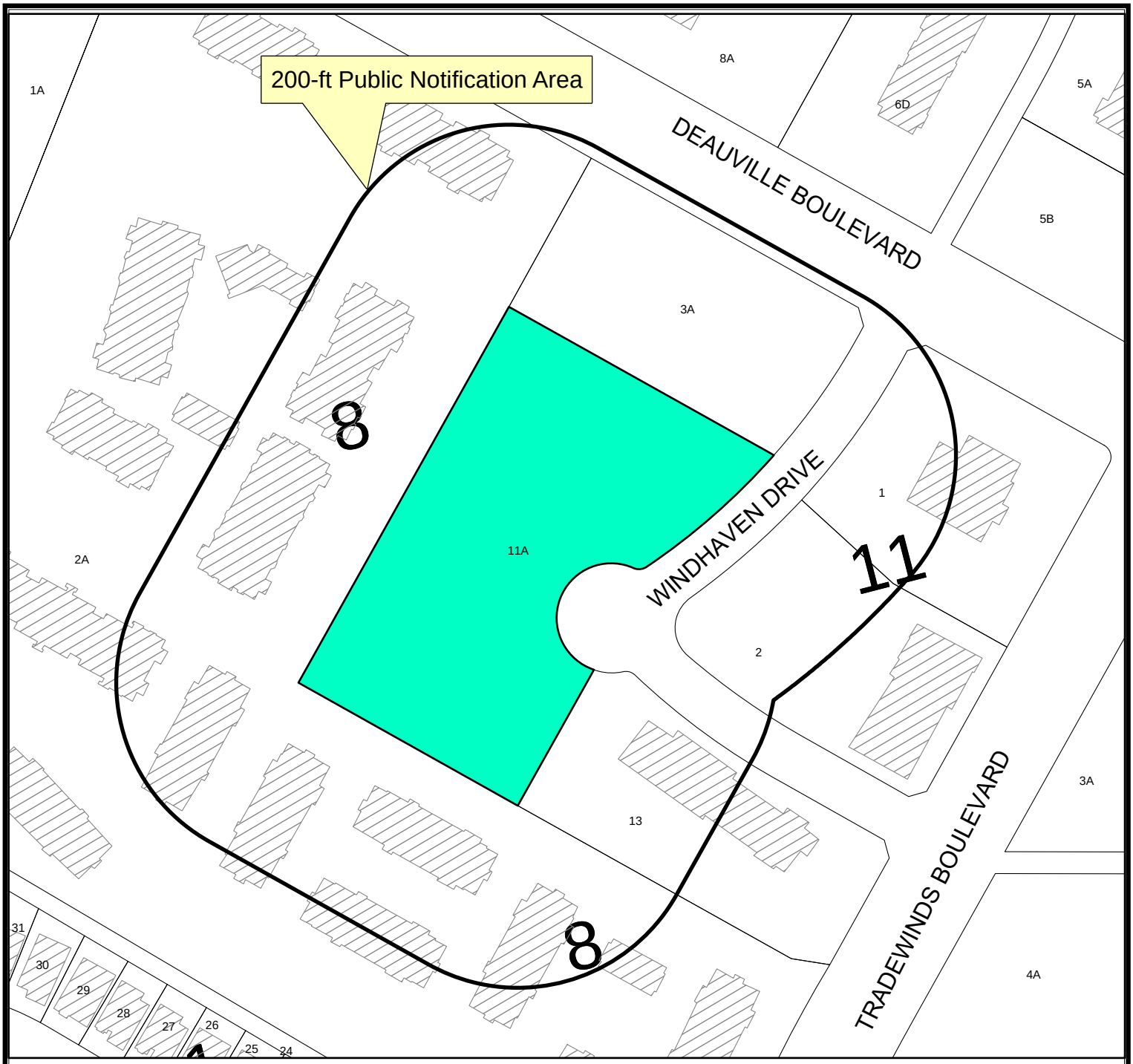


Location Map

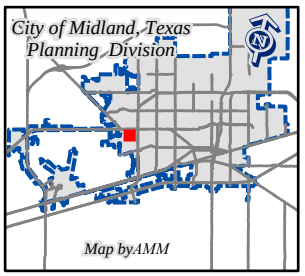
SUD-25-0212 **Scale: 1" = 157 '**

Consider a request by Maverick Engineering, on behalf of Midland TW, INC, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Hotel on Lot 11A, Block 8, Westridge Park, Section 52, City and County of Midland, Texas.

Generally located on the west side of Windhaven Drive, approximately 190 feet south of Deauville Boulevad. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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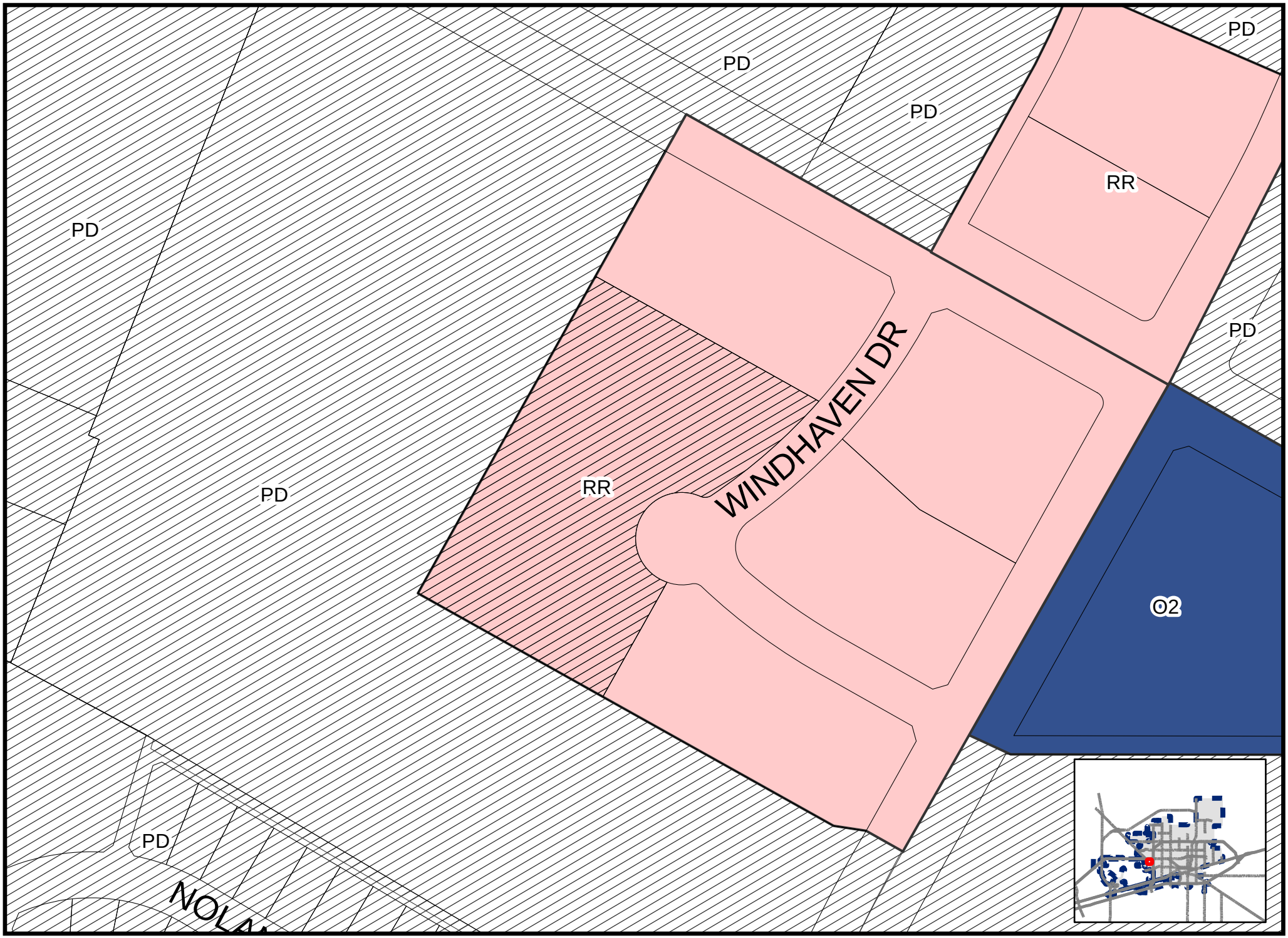

Created: 10/3/2025

SUD-25-0212

Scale: 1" = 157 '

ZONING MAP

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8
1A
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CA B
31
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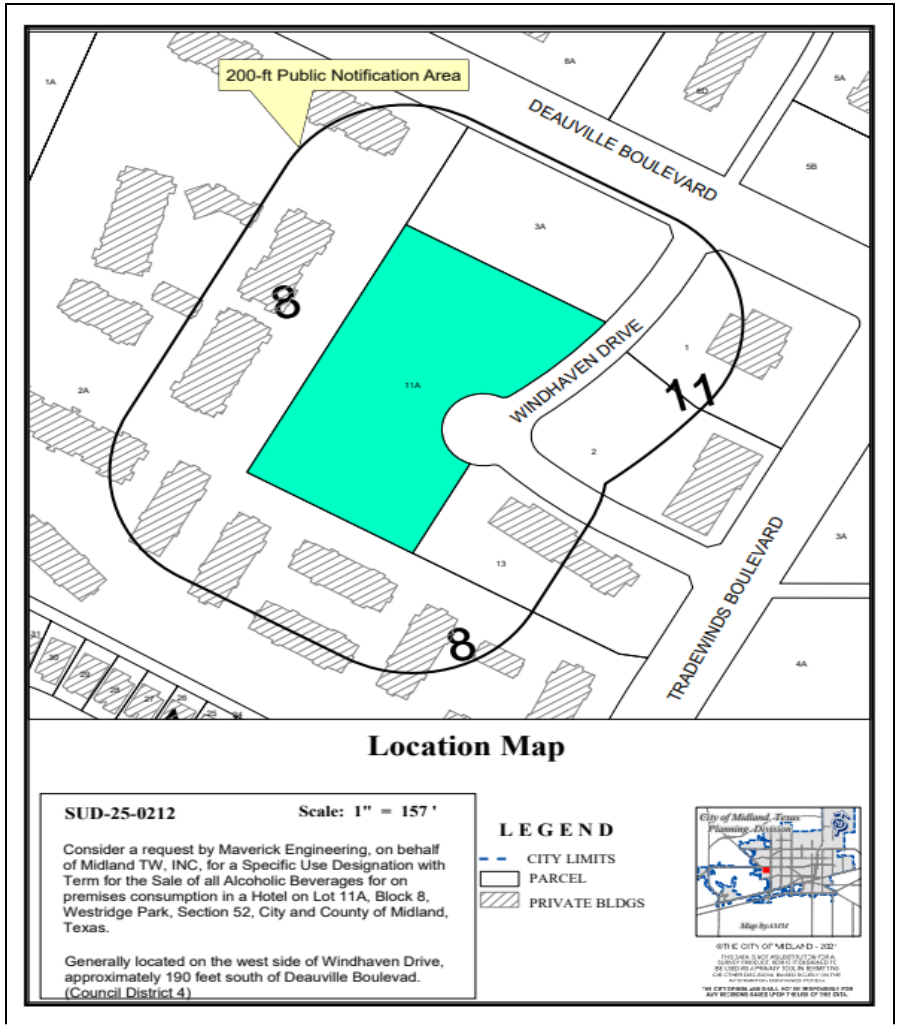
27
8A
6D
5A
5B
4A
3A
1C
4A

Oct 7, 2025 at 10:56:17 AM

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
HAMPTON INN
Visit Our Website
MIDLANDTEXAS.GOV

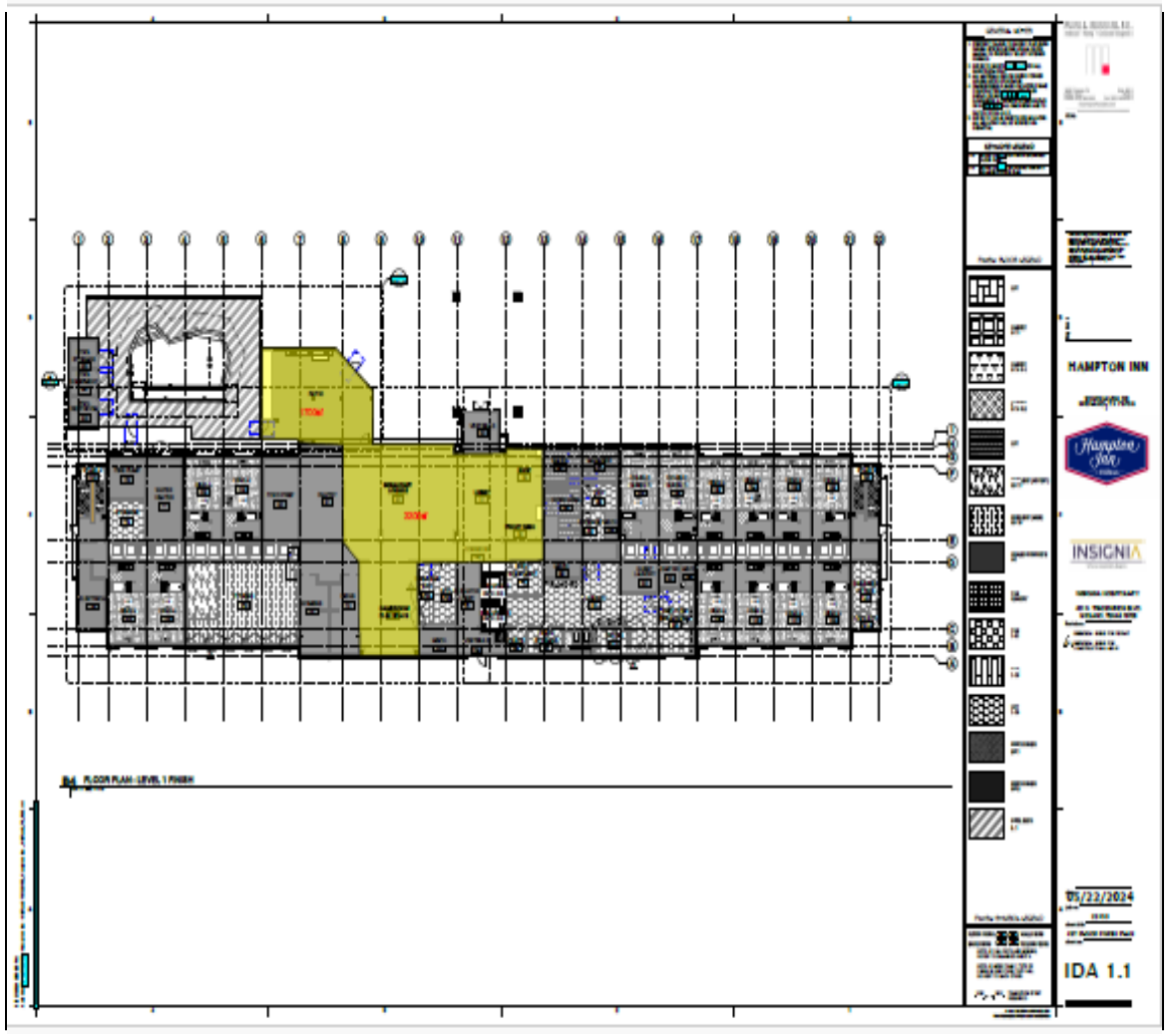
APPLICATION SUMMARY

- **Applicant:** Andrew Mellen, with Maverick Engineering
- **Property Owner:** Midland TW, INC
- **Location:** 1107 Windhaven Drive (Council District 4)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a hotel



DETAILS OF REQUEST

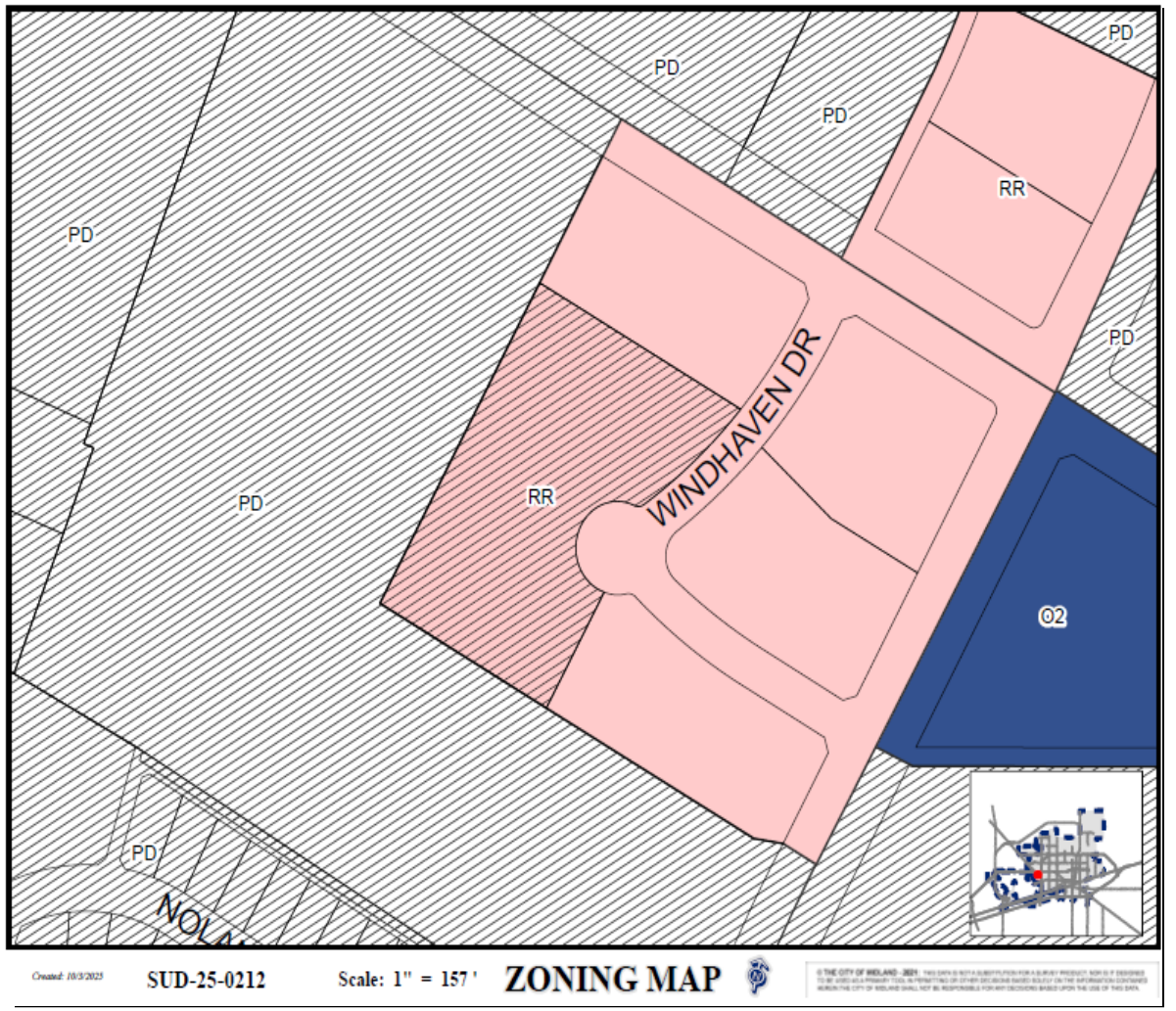
- **For new hotel**
- **Area of Business:** 36,000 SF
- **Serviceable Area:** 5,000 SF
- **Hours of Operation and Sales of Alcohol :**
  - Monday through Saturday 7:00 a.m. to 2:00 a.m. and Sundays from 12:00 p.m. (noon) to 12:00 a.m. (midnight)



MIDLAND
Be the Energy!

ZONING

- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **North and East:** RR, Regional Retail District
  - **South and West:** PD, Planned Development District for a Housing Development
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North:** Vacant Land
  - **East:** Hotel, Restaurant, and a bar
  - **West and South:** Apartment Complex
- **Proposed Use**: Hotel

On Windhaven Drive, Looking West

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”

PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 5,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 7:00 a.m. to 2:00 a.m. of the following day; and Sunday from 12:00 p.m. (noon) to 12:00 a.m. (midnight)

STAFF'S RECOMMENDATION

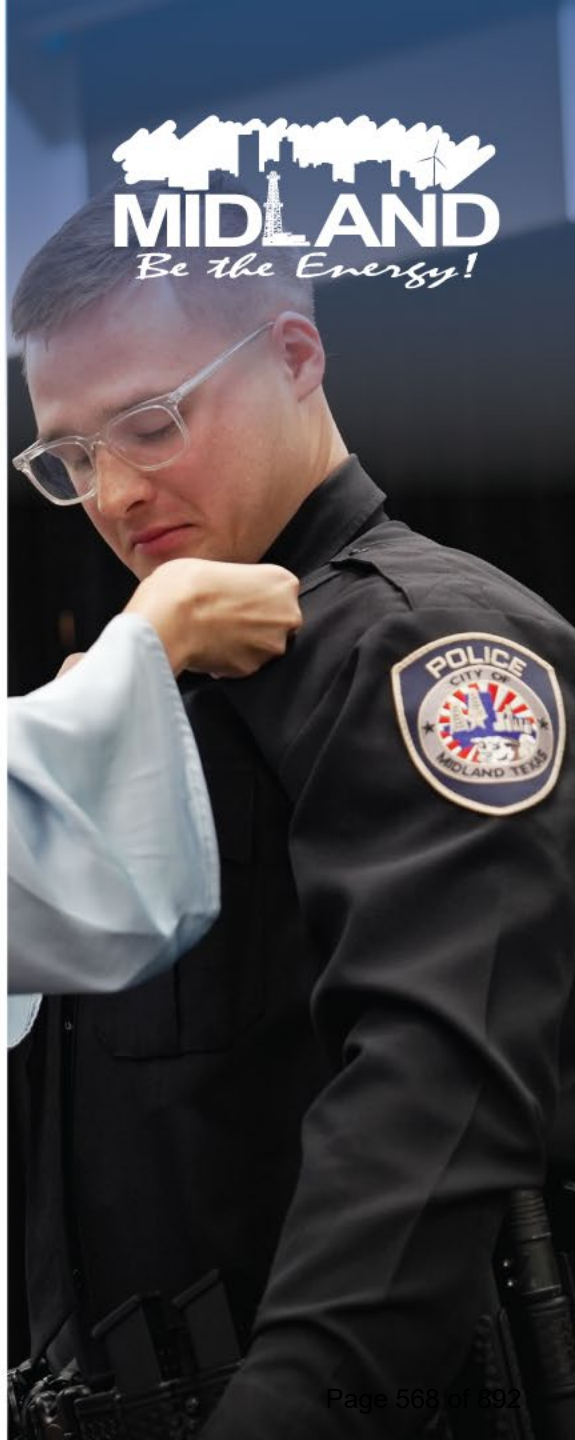
D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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

City Council Meeting

Item Number: 27.
Meeting Date: November 18, 2025
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.1377-ACRE PORTION OF ALLEY RIGHT-OF-WAY OUT OF BLOCK 35, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TEXAS AVENUE, APPROXIMATELY 140 FEET EAST OF NORTH BIG SPRING STREET) IN ACCORDANCE WITH THAT CERTAIN MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, MIDLAND DEVELOPMENT CORPORATION, AND MIDLAND DOWNTOWN RENAISSANCE, LP THAT WAS EXECUTED ON JANUARY 25, 2024, AS AMENDED; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD OCTOBER 28, 2025)

Purpose:

Dunaway Associates, on behalf of the City of Midland and the Midland Development Corporation, is requesting to vacate a 0.1377-acre portion of alley right-of-way located at 210 Big Spring Street for the development of a hotel.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

The applicant is seeking to vacate a 0.1377-acre (6,000.00 square feet) portion of alley right-of-way located directly east of 210 Big Spring Street. This portion of right-of-way currently serves as an unpaved, vacant alley. The applicant is requesting to vacate the alley in order for a new hotel to be developed. Once the alley right-of-way has been vacated, the applicant will replat the vacated portion into the new lot.

This request has been circulated and reviewed by all pertinent City departments and franchise

utility companies. Their comments, conditions, and requests are as follows:

Oil and Gas: (Approved)

No Oil and Gas Issues

Building Code: (Approved)

No comments

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, abandoning exiting utilities if not needed, 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)

Add directions to street names.

AT&T: (Approved)

I do show we have a conduit run in that ROW with working service. We are fine with moving forward. We will need payment for relocation.

Atmos: (Approved)

Atmos Energy has no objection to the above-referenced changes to the alley right-of-way located between Big Spring & Colorado Street in Midland. We currently have no active lines or facilities located within the right of way proposed to be vacated.

Astound: (Approved)

I do not show anything on our maps to have anything in that location but just south of W Texas Ave on the other side we do. If there is anything it would be underground, but my maps do not show us to be there. So, we should be good.

Oncor: (Approved)

Oncor Electric Delivery has an objection to the vacation of the above-referenced right-of-way along the 0.1377-acre portion of the platted alley right-of-way located out of Block 35, Original Town, City and County of Midland, Texas. Oncor Electric Delivery has existing underground

electric facilities located in the 20' wide dedicated R.O.W. as noted on the attached plat that will remain in the dedicated easement as indicated on the plat.

Optimum: (Approved)

We, Optimum have active fibers at the SE corner of West Illinois Ave. & NW corner of Colorado St. We have our fiber in the ROW, if there will be some reconstruction on the ROW, we will not vacate. If we need to relocate our underground fiber, the property owners will be responsible for any & all relocations. We are good with moving forward.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of this vacation subject to the following conditions.

Conditions:

A. That this ordinance shall not be effective until a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland, Texas.

Letters of Objection:

As of October 17, 2025, staff has not received any letters of objection.

Attachments:

A. ORDINANCE W/EXH - V-25-0070 - Alley, Blk 35, Original Town Ord w Exh
B. V-25-0070, New Combined Documents
C. CC - - 210 Big Spring Street Vacation

Rachel Guentensberger, City Secretary Created/Initiated - 10/28/2025

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.1377-ACRE PORTION OF ALLEY RIGHT-OF-WAY OUT OF BLOCK 35, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST TEXAS AVENUE, APPROXIMATELY 140 FEET EAST OF NORTH BIG SPRING STREET) IN ACCORDANCE WITH THAT CERTAIN MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, MIDLAND DEVELOPMENT CORPORATION, AND MIDLAND DOWNTOWN RENAISSANCE, LP THAT WAS EXECUTED ON JANUARY 25, 2024, AS AMENDED; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.1377-acre portion of alley right-of-way out of Block 35, Original Town 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, that certain Master Development Agreement (the "Agreement") between the City of Midland, Midland Development Corporation, and Midland Downtown Renaissance, LP that was executed on January 25, 2024, as amended, requires the City to vacate the Property; and

WHEREAS, Chapter 380 of the Local Government Code authorizes the City's real property obligations in the Agreement; 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 in accordance with the Agreement;

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 replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were

using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That 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.

SECTION FIVE. That to the extent it is necessary or appropriate for the City to execute (a) an instrument memorializing the vacation and abandonment of the Property other than this ordinance or (b) an instrument conveying the Property, the City Manager or a Deputy City Manager is hereby authorized and directed to execute any such instrument on behalf of the City.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.1377-acre parcel of land situated in the Texas and Pacific Railway Company Survey, Abstract No. 46, Midland County, Texas, and being all of the 20-foot Alley of Block 35, Original Town of Midland , an addition to the City of Midland, as recorded in Volume 3, page 232 and 233, Deed Records, Midland County, Texas, (D.R.M.C.T.), said 0.1377-acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod with cap stamped “DUNAWAY ASSOC.” (herein referred to as “with cap”) for the northwest corner of said 20-foot Alley, being the northeast corner of Lot 12, of said Block 35, and being on the south right-of-way line of Illinois Avenue (80-foot width), being locatable by NAD83 Grid Coordinate: N=10,695,207.51, E=1,755,854.15, and from which a found 5/8-inch iron rod with cap for the northwest corner of said Lot 12, being the intersection of said south right-of-way line with the east right-of-way line of Big Spring Street (80-foot width), bears South 89 degrees 14 minutes 06 seconds West, a distance of 140.00 feet;

THENCE North 89 degrees 14 minutes 06 seconds East, along the south right-of-way line of said Illinois Avenue, a distance of 20.00 feet to a found 5/8-inch iron rod with cap for the northeast corner of said 20-foot Alley, being the northwest corner of Lot 1A, Block 35, Original Town Addition Section 8, as recorded on Cabinet J, Page 8, Plat Records of Midland County Texas (P.R.M.C.T.), and from which a found “X” cut in concrete for the northeast corner of said Lot 1A in the intersection of said south right-of-way line with the west right-of-way line of Colorado Street (80-foot width), bears North 89 degrees 14 minutes 06 seconds East, a distance of 140.00 feet;

THENCE South 00 degrees 45 minutes 54 seconds East, along the east line of said 20-foot Alley, passing at a distance of 136.00 feet a found 5/8-inch iron rod with cap for corner on the west line of said Lot 1A, and continuing a cumulative distance of 153.00 feet to pass a found 5/8-inch iron rod with cap for corner on the west line of said Lot 1A, and continuing a cumulative distance of 200.00 feet to pass a found 5/8-inch iron rod with cap for the common southwest corner of said Lot 1A and the northwest corner of Lot 5, of said Block 35, and continuing a total cumulative distance of 300.00 feet to a found 5/8-inch iron rod with cap for the southeast corner of said 20-foot Alley, being the southwest corner of Lot 6, of said Block 35, and being on the north right-of-way line of Texas Avenue (80-foot width), and from which a found 5/8-inch iron rod with cap for the southeast corner of said Lot 6, being the intersection of said north right-of-way line with the west right-of-way line of said Colorado Street, bears North 89 degrees 14 minutes 06 seconds East, a distance of 140.00 feet;

THENCE South 89 degrees 14 minutes 06 seconds West, along the north right-of-way line of said Texas Avenue, a distance of 20.00 feet to a found 5/8-inch iron rod with cap for the southwest corner of said 20-foot alley, being locatable by NAD83 Grid Coordinate: N=10,694,907.57, E=1,755,858.15, and being the southeast corner of Lot 7, of said Block 35, and from which a found Mag nail with shiner stamped “DUNAWAY ASSOC.” for the southwest corner of said Lot 7, being the intersection of said north right-of-way line with the east right-of-way line of said Big Spring Street, bears South 89 degrees 14 minutes 06 seconds West, a distance of 140.00 feet;

THENCE North 00 degrees 45 minutes 54 seconds West, along the west line of said 20-foot Alley, a distance of 300.00 feet to the POINT OF BEGINNING and containing 0.1377 acres (or 6,000 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

A plat of even date accompanies this metes and bounds description.

JUNE 19TH, 2025

DUNAWAY

550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

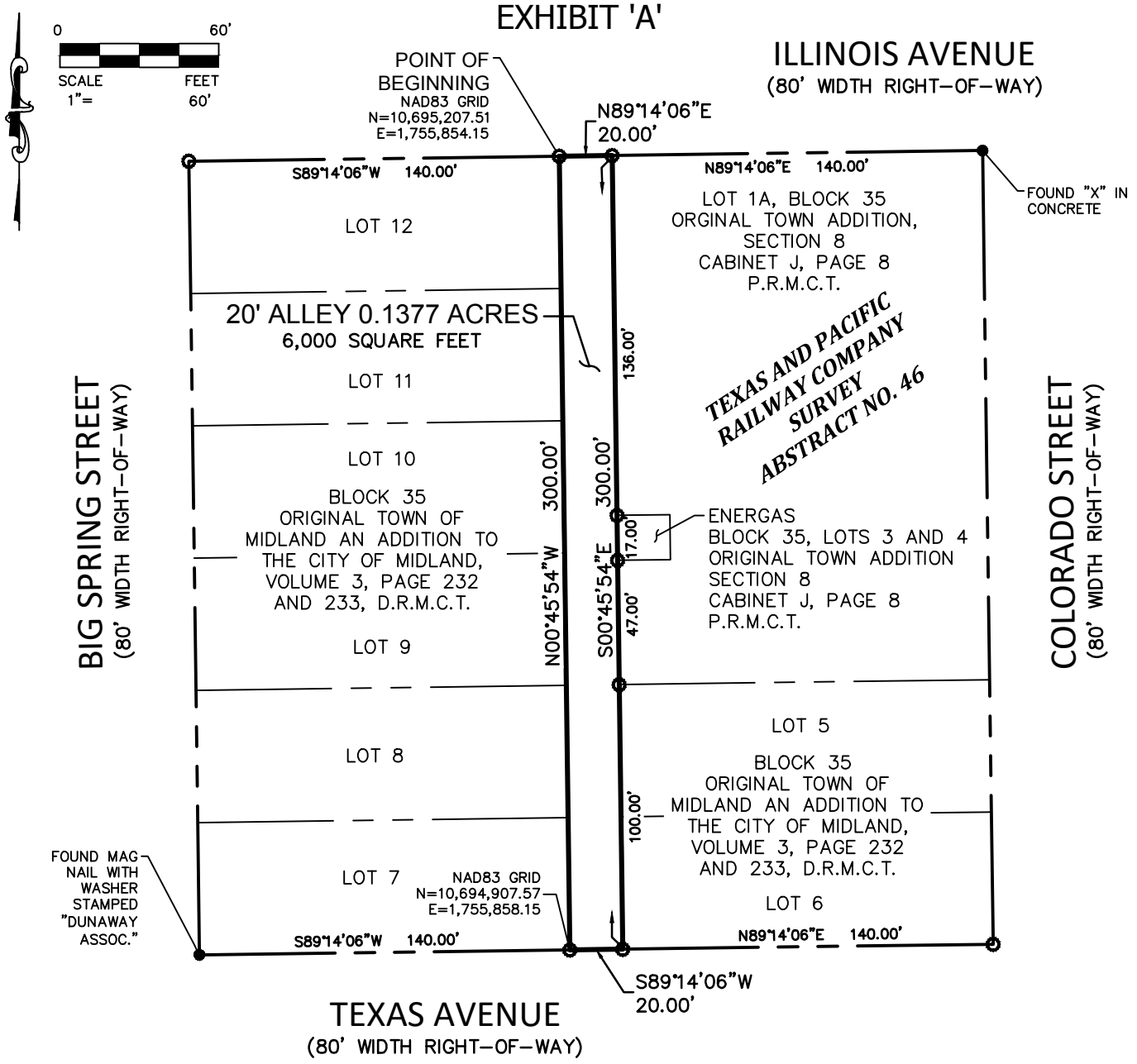
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

20-FOOT ALLEY VACATION

0.1377 ACRES OR 6,000 SQUARE FEET
OF
BLOCK 35, ORIGINAL TOWN OF MIDLAND, VOLUME 3, PAGE 232 AND 233, D.R.M.C.T.
SITUATED IN THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, ABSTRACT NO. 46
CITY AND COUNTY OF MIDLAND, TEXAS

PLOTTED BY: Brandon Bullard ON: Thursday, June 19, 2025 AT: 11:34 AM FILEPATH: P:\011200\011275\003\Survey\Drawings\B011275.003 Alley Vacation Exhibit.dwg

EXHIBIT 'A'



O.R.G.C.T. = Official Public Records of Gillespie County, Texas
P.R.G.C.T. = Plat Records of Gillespie County, Texas
● = Found monument as noted
○ = Found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC"

NOTE:
The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

B011275.003

A metes and bounds description of even date accompanies this plat.

JUNE 19TH, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

20-FOOT ALLEY VACATION

0.1377 ACRES OR 6,000 SQUARE FEET
OF
BLOCK 35, ORIGINAL TOWN OF MIDLAND, VOLUME 3, PAGE 232 AND 233, D.R.M.C.T.
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CITY AND COUNTY OF MIDLAND, TEXAS

PLOTTED BY: Brandon Bullard ON: Thursday, June 19, 2025 AT: 11:34 AM FILEPATH: P:\011200\011275\003\Survey\Drawings\B011275.003 Alley Vacation Exhibit.dwg

Dunaway Job No. B011275.003

MIDLAND Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Dunaway Associates LLC. (Agent)		Phone (432)217-0221 Email mmartinez@dunaway.com jtaylor@dunaway.com	
Address 4000 N. Big Spring St. Ste. 101	City Midland	State TX	Zip 79705

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way (20-FT Alley)
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: 0.1377 Acres of 6,000 S.F. of Block 35, Original Town of Midland Volume 3, Page 232 and 233 D.R.M.C.T Situated in the T&P RR Co. Survey, Abstract No. 46 City and Midland County, Texas. (North and South Alley between Illinois Avenue & Texas Avenue)

Reason for Request: The alley vacation will allow for the proposed hotel to be built across the site.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: _____

The alley vacation will allow for the proposed hotel to be built bringing new improvements to the site in a positive direction.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature):		Date:
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey Plat ☑ Plans in Digital Format (PDF/JPEG)

☑ Application Fee

Check # Invoice

Received By: [signature] Date: RECEIVED JUN 17 2025

BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****

Property Owner Printed Name: City of Midland Attn: Home Rule Municipal Texas		Phone (432) 685-7100 Email	
Address PO Box 1152	City Midland	State TX	Zip 79702

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Jose Ortiz Date: 6/25/25

Property Owner (printed) : Jose ortiz

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Jose ortiz who, being by me duly sworn, upon oath says: That (s)he is authorized by city of Midland, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Jose Ortiz
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 25th day of July, 2025, to certify which witness my hand and seal of office.

Melanie Martinez
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

MELANIE MARTINEZ
My Notary ID # 130046270
Expires December 9, 2026

Property Owner Printed Name: Midland Development Corporation		Phone (432) 686-3579 Email	
Address PO Box 1152	City Midland	State TX	Zip 79702

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Sara M. Harris Date: 6-25-25

Property Owner (printed) : Sara Harris

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Sara Harris who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland Development Corp, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 25 day of July, 20 25, to certify which witness my hand and seal of office.

Melanie Martinez

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

MELANIE MARTINEZ
My Notary ID # 130046270
Expires December 9, 2026

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.1377-acre parcel of land situated in the Texas and Pacific Railway Company Survey, Abstract No. 46, Midland County, Texas, and being all of the 20-foot Alley of Block 35, Original Town of Midland , an addition to the City of Midland, as recorded in Volume 3, page 232 and 233, Deed Records, Midland County, Texas, (D.R.M.C.T.), said 0.1377-acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod with cap stamped “DUNAWAY ASSOC.” (herein referred to as “with cap”) for the northwest corner of said 20-foot Alley, being the northeast corner of Lot 12, of said Block 35, and being on the south right-of-way line of Illinois Avenue (80-foot width), being locatable by NAD83 Grid Coordinate: N=10,695,207.51, E=1,755,854.15, and from which a found 5/8-inch iron rod with cap for the northwest corner of said Lot 12, being the intersection of said south right-of-way line with the east right-of-way line of Big Spring Street (80-foot width), bears South 89 degrees 14 minutes 06 seconds West, a distance of 140.00 feet;

THENCE North 89 degrees 14 minutes 06 seconds East, along the south right-of-way line of said Illinois Avenue, a distance of 20.00 feet to a found 5/8-inch iron rod with cap for the northeast corner of said 20-foot Alley, being the northwest corner of Lot 1A, Block 35, Original Town Addition Section 8, as recorded on Cabinet J, Page 8, Plat Records of Midland County Texas (P.R.M.C.T.), and from which a found “X” cut in concrete for the northeast corner of said Lot 1A in the intersection of said south right-of-way line with the west right-of-way line of Colorado Street (80-foot width), bears North 89 degrees 14 minutes 06 seconds East, a distance of 140.00 feet;

THENCE South 00 degrees 45 minutes 54 seconds East, along the east line of said 20-foot Alley, passing at a distance of 136.00 feet a found 5/8-inch iron rod with cap for corner on the west line of said Lot 1A, and continuing a cumulative distance of 153.00 feet to pass a found 5/8-inch iron rod with cap for corner on the west line of said Lot 1A, and continuing a cumulative distance of 200.00 feet to pass a found 5/8-inch iron rod with cap for the common southwest corner of said Lot 1A and the northwest corner of Lot 5, of said Block 35, and continuing a total cumulative distance of 300.00 feet to a found 5/8-inch iron rod with cap for the southeast corner of said 20-foot Alley, being the southwest corner of Lot 6, of said Block 35, and being on the north right-of-way line of Texas Avenue (80-foot width), and from which a found 5/8-inch iron rod with cap for the southeast corner of said Lot 6, being the intersection of said north right-of-way line with the west right-of-way line of said Colorado Street, bears North 89 degrees 14 minutes 06 seconds East, a distance of 140.00 feet;

THENCE South 89 degrees 14 minutes 06 seconds West, along the north right-of-way line of said Texas Avenue, a distance of 20.00 feet to a found 5/8-inch iron rod with cap for the southwest corner of said 20-foot alley, being locatable by NAD83 Grid Coordinate: N=10,694,907.57, E=1,755,858.15, and being the southeast corner of Lot 7, of said Block 35, and from which a found Mag nail with shiner stamped “DUNAWAY ASSOC.” for the southwest corner of said Lot 7, being the intersection of said north right-of-way line with the east right-of-way line of said Big Spring Street, bears South 89 degrees 14 minutes 06 seconds West, a distance of 140.00 feet;

THENCE North 00 degrees 45 minutes 54 seconds West, along the west line of said 20-foot Alley, a distance of 300.00 feet to the POINT OF BEGINNING and containing 0.1377 acres (or 6,000 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

A plat of even date accompanies this metes and bounds description.

JUNE 19TH, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

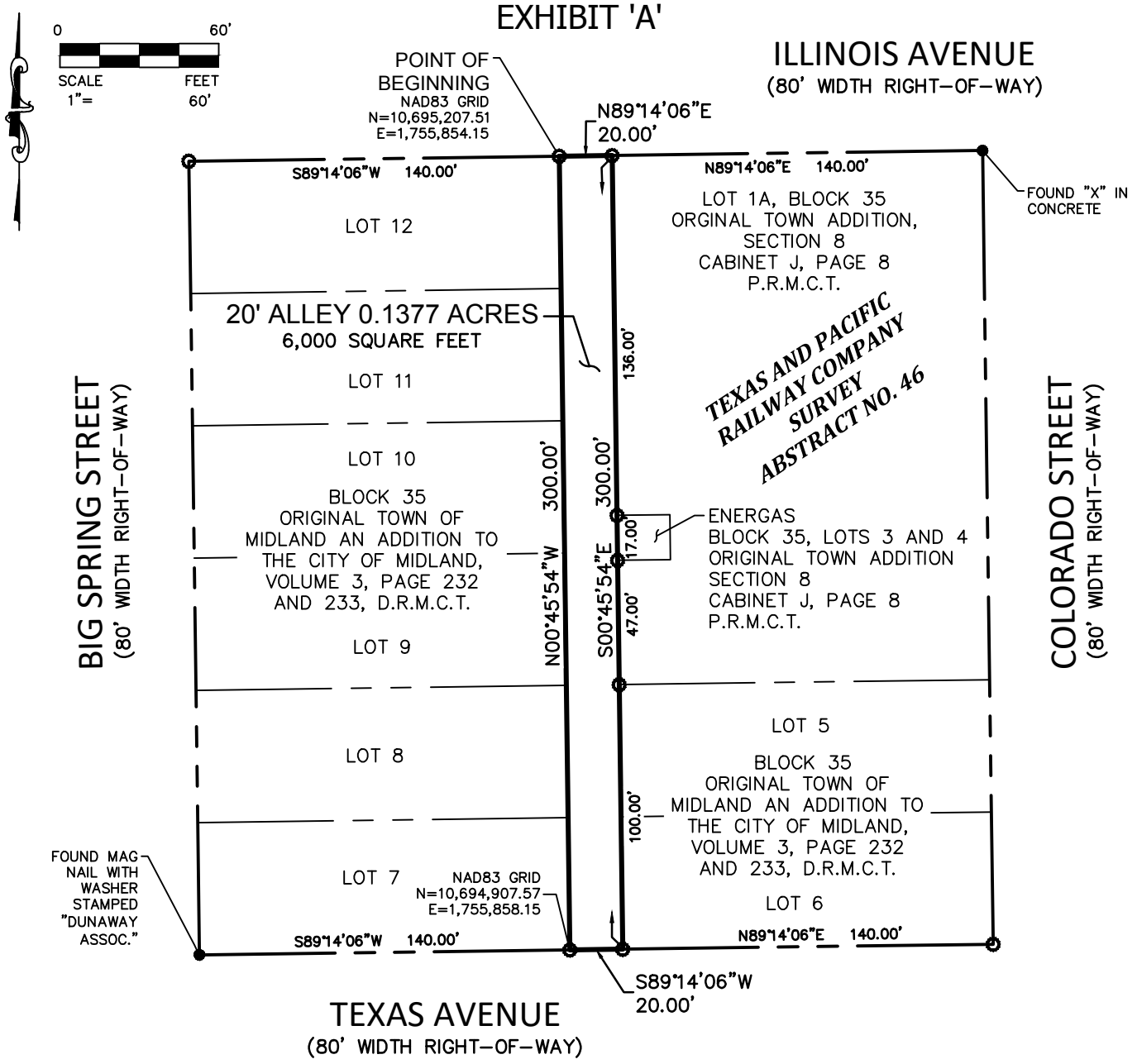
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

20-FOOT ALLEY VACATION

0.1377 ACRES OR 6,000 SQUARE FEET
OF
BLOCK 35, ORIGINAL TOWN OF MIDLAND, VOLUME 3, PAGE 232 AND 233, D.R.M.C.T.
SITUATED IN THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, ABSTRACT NO. 46
CITY AND COUNTY OF MIDLAND, TEXAS

PLOTTED BY: Brandon Bullard ON: Thursday, June 19, 2025 AT: 11:34 AM FILEPATH: P:\011200\011275\003\Survey\Drawings\B011275.003 Alley Vacation Exhibit.dwg

EXHIBIT 'A'



O.R.G.C.T. = Official Public Records of Gillespie County, Texas
P.R.G.C.T. = Plat Records of Gillespie County, Texas
● = Found monument as noted
○ = Found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC"

NOTE:
The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

B011275.003

A metes and bounds description of even date accompanies this plat.

JUNE 19TH, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

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20-FOOT ALLEY VACATION

0.1377 ACRES OR 6,000 SQUARE FEET
OF
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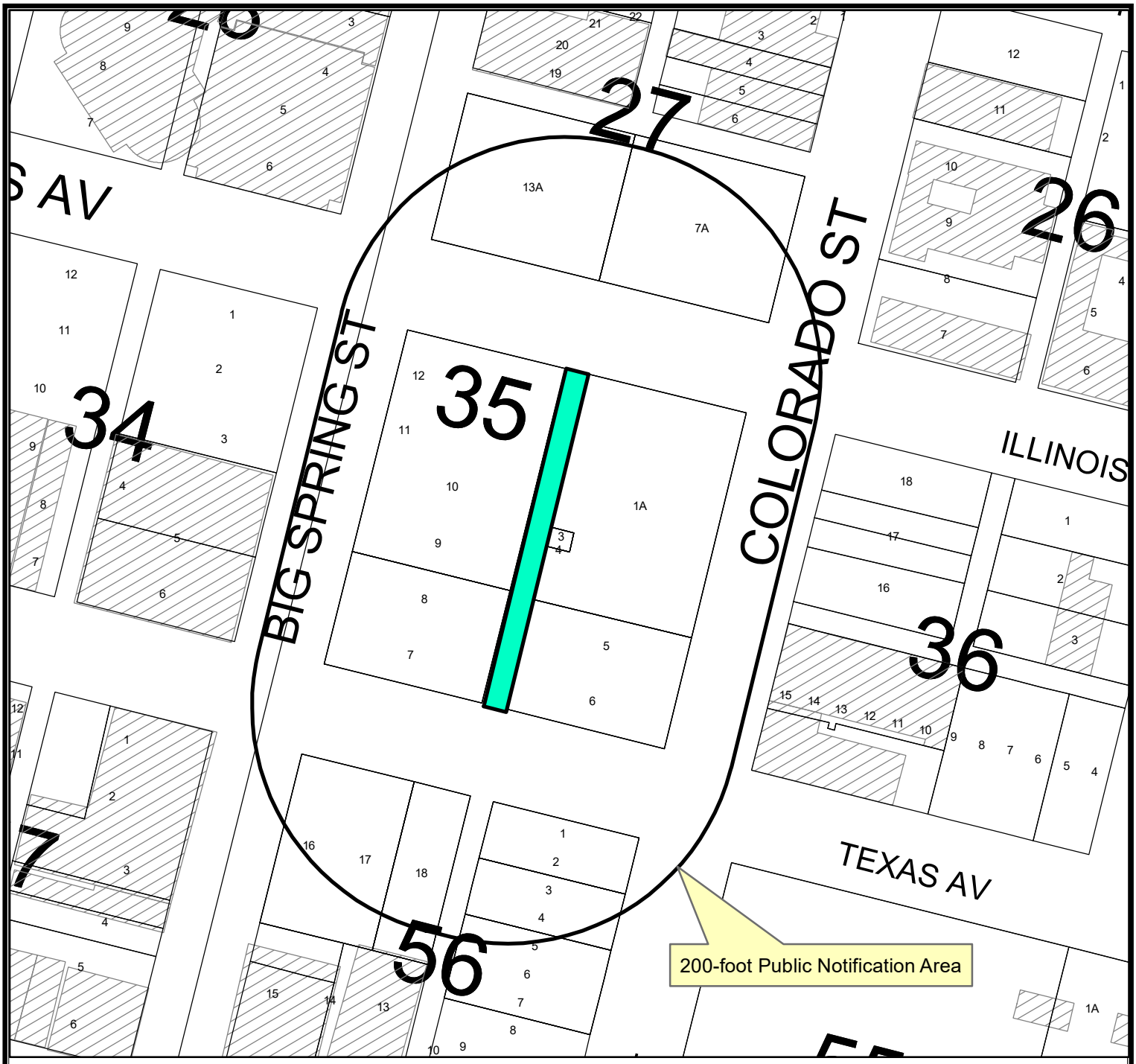
PLOTTED BY: Brandon Bullard ON: Thursday, June 19, 2025 AT: 11:34 AM FILEPATH: P:\011200\011275\003\Survey\Drawings\B011275.003 Alley Vacation Exhibit.dwg



Location Map

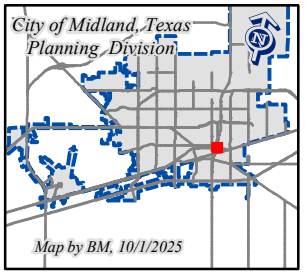
V-25-0070 **Scale: 1" = 123'**

Consider a request by Dunaway vacating and abandoning a 0.1377-acre portion of alley right-of-way out of Block 35, Original Town, City and County of Midland, Texas.

Generally located on the north side of West Texas Avenue, approximately 140 feet east of North Big Spring Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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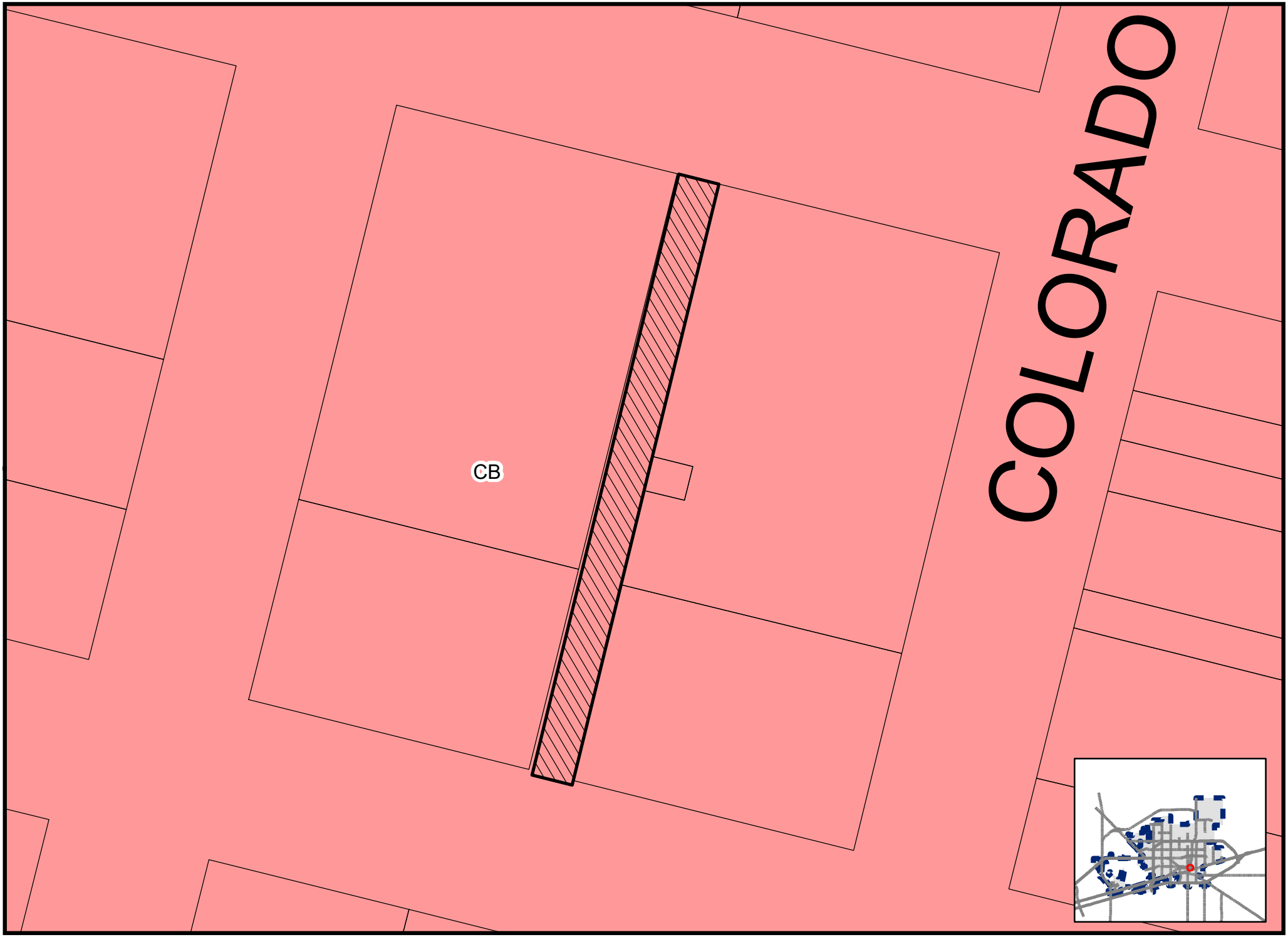
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 10/1/2025

V-25-0070

Scale: 1" = 58'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED THEREON

13A
12
11
10
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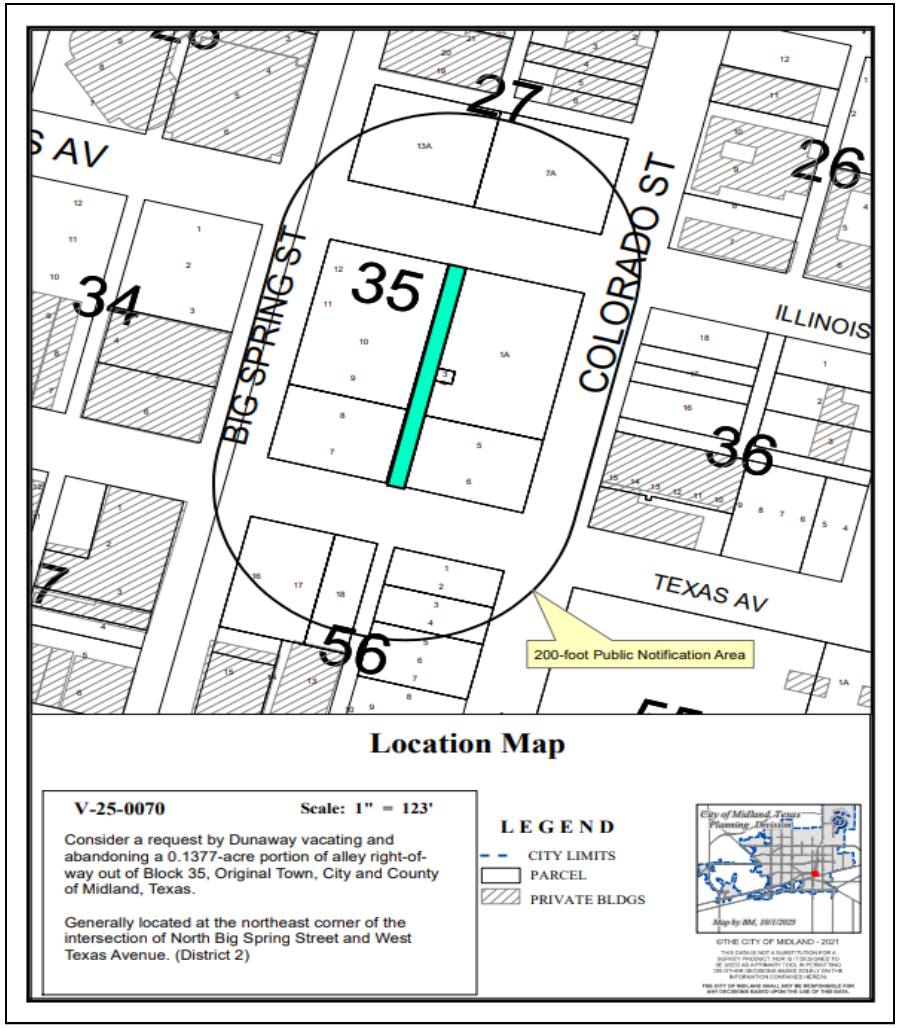
1A
BIG SPRING ST

MIDLAND
Be the Energy!
ITEM
VACATION
210 BIG SPRING STREET
Visit Our Website
MIDLANDTEXAS.GOV

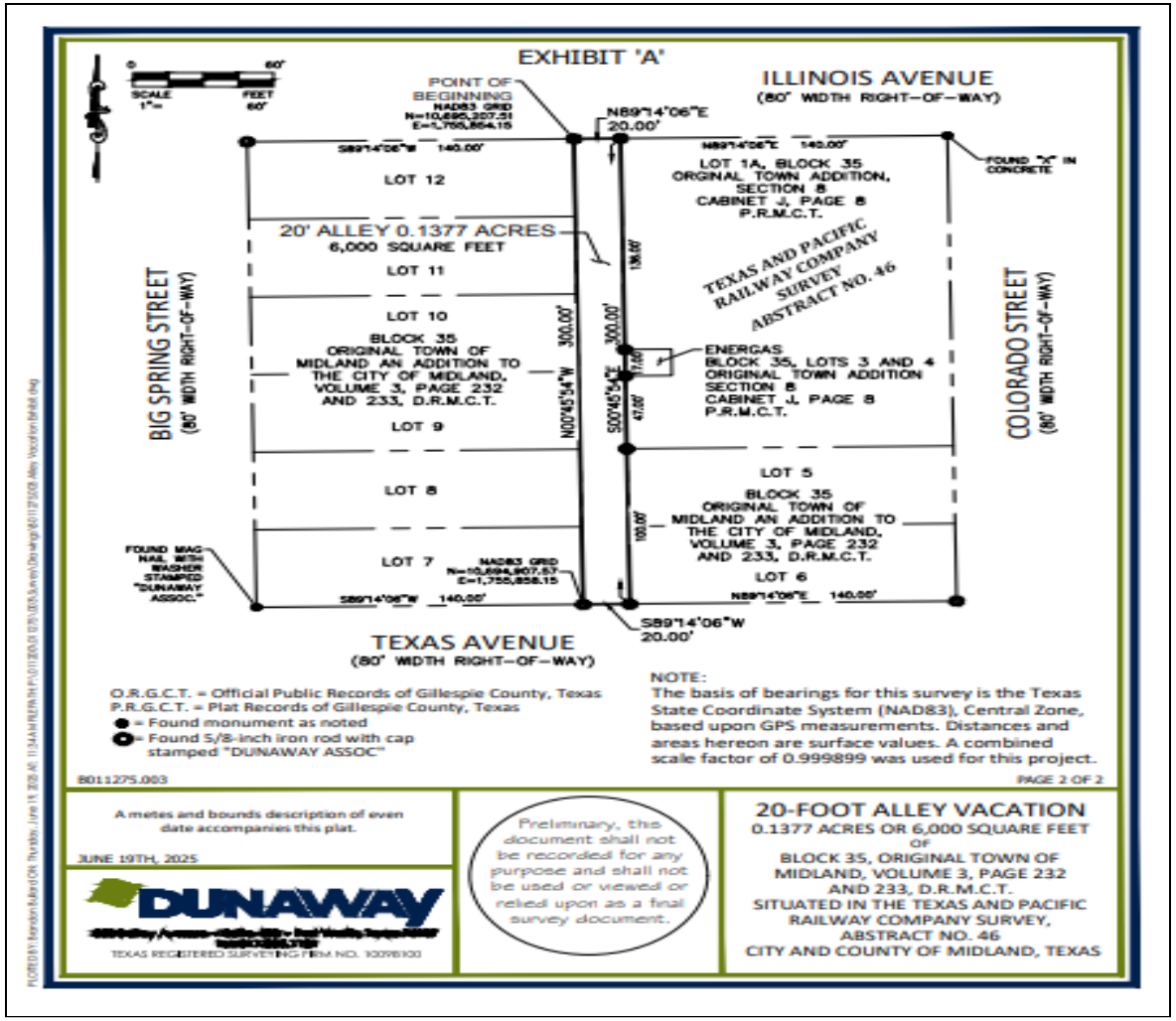
APPLICATION SUMMARY

- **Applicant/Representative:** Melanie Martinez, with Dunaway
- **Location:** Generally located at the northeast corner of the intersection of North Big Spring Street and West Texas Avenue. (Council District 2)
- **Reason for Request:** For the removal of an alley to allow for the development of a hotel



DETAILS OF REQUEST

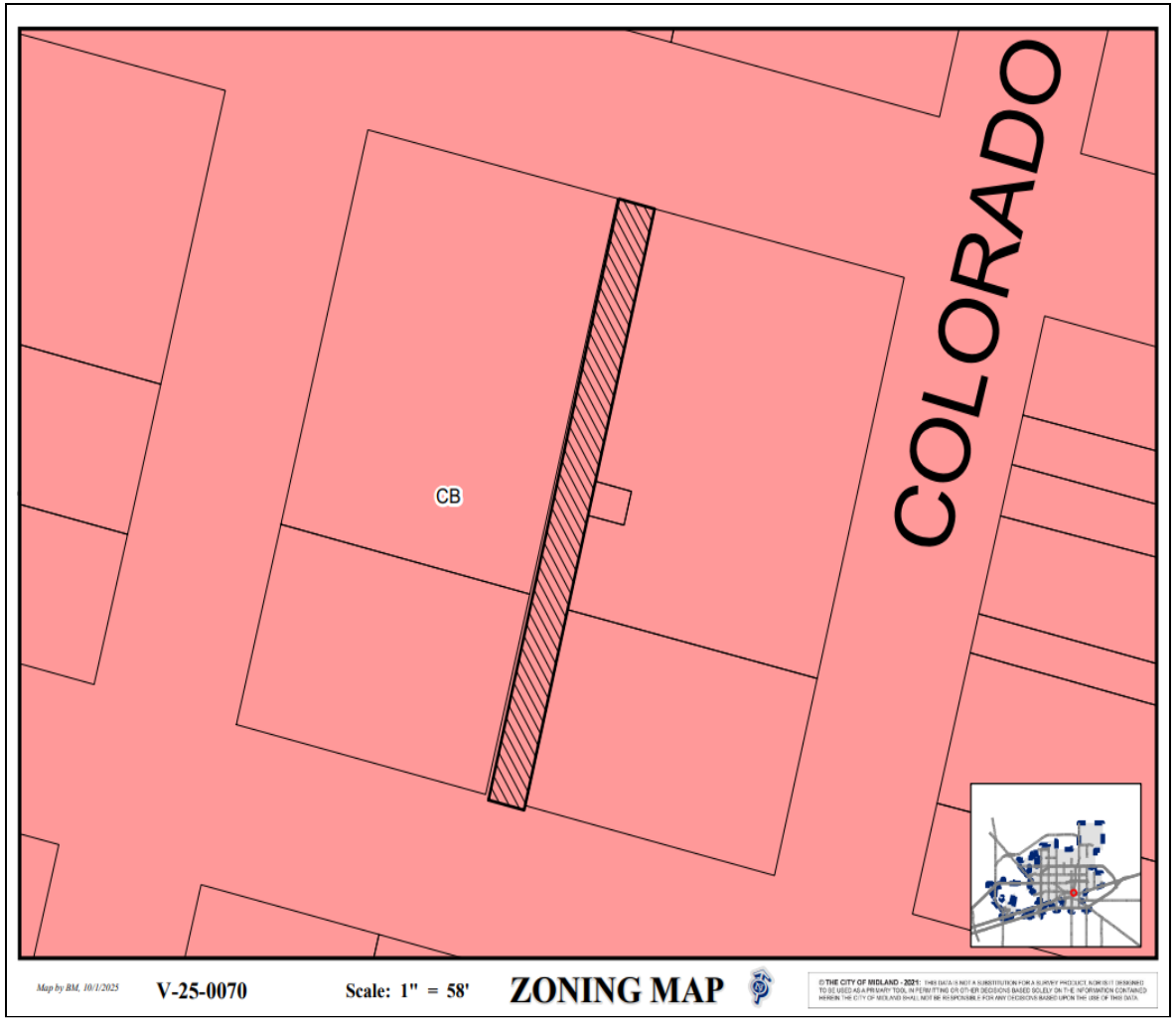
- City of Midland and the Midland Development Corporation
- This alley includes 0.1377-acres of right-of-way
- A replat will be required to include the vacated portion into the lot
- Utilities are present in the alley but an easement will be retained until they are relocated.



MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** CB, Central Business District
- **Surrounding Zoning:**
  - **North/South/East/West:** CB, Central Business District



MIDLAND
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LAND USE

- **Current Use:** Alley
- **Surrounding Uses:**
  - **North/South:** Parking Lots
  - **East/West:** Office Buildings and Parking Lots
- **Proposed Use:** Hotel

MIDLAND
Be the Energy!

On West Texas Avenue, Looking North

RELATED ITEMS

- The preliminary plat associated with this vacation request was approved by the Planning and Zoning Commission on August 18, 2025.
- The vacation request must be approved by City Council before the applicant can submit the final plat.

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That this ordinance shall not be effective until a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

MISSION

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

City Council Meeting

Item Number: 28.
Meeting Date: November 18, 2025
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A MOVIE THEATER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Cinergy 108, LLC is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 4915 West Loop 250 North for Cinergy Entertainment.

Recommended Action:
Approve

Fiscal Impact:
none

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Strategic Priority:
(Quality of Life & Place)

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Shopping Center, TH, Townhouse Dwelling District, with uses that include a car dealership and townhomes. The zoning to the east and west is PD, Planned Development District for a Shopping Center with a restaurant and a hotel as current uses. Zoning to the south includes PD, Planned Development District for a Shopping Center and SF-2, Single-Family Dwelling District, with storage units and single-family residential dwellings for current uses.

Analysis:

The subject property is located at 4915 West Loop 250 North is zoned RR, Regional Retail District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the movie theatre is 96,397 square feet and the proposed alcohol serviceable Area is 50,567 square feet. The new business Cinergy Entertainment is attempting to obtain their TABC license but must first obtain their SUD.

The proposed days and hours of operation are:

Monday through Sunday from 10 a.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sunday from 10 a.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant’s Information Only.]

Building Code: (Approved)

The SUD for Cinergy Entertainment is acceptable. The property must adhere to the maximum occupant load of 3,370 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Movie Theater, subject to Conditions A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 50,567 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to Monday through Sunday from 10 a.m. to 2 a.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration Division.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of November 7, 2025 staff has not received any letters of objections.

Attachments:

A. ORDINANCE W/EXH - SUD-25-0207.Cinergy - Alcohol Sales (Nov 2025) Ord w Exh
B. SUD-25-0207, Combined Docs (SUD Amend.)
C. SUD-25-0207, Cinergy

Alexis Martinez, Development Services	Created/Initiated - 10/15/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025

Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 3, Block 45, Fairmont Park Addition, Section 13, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a movie theater (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 50,567 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Monday through Sunday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

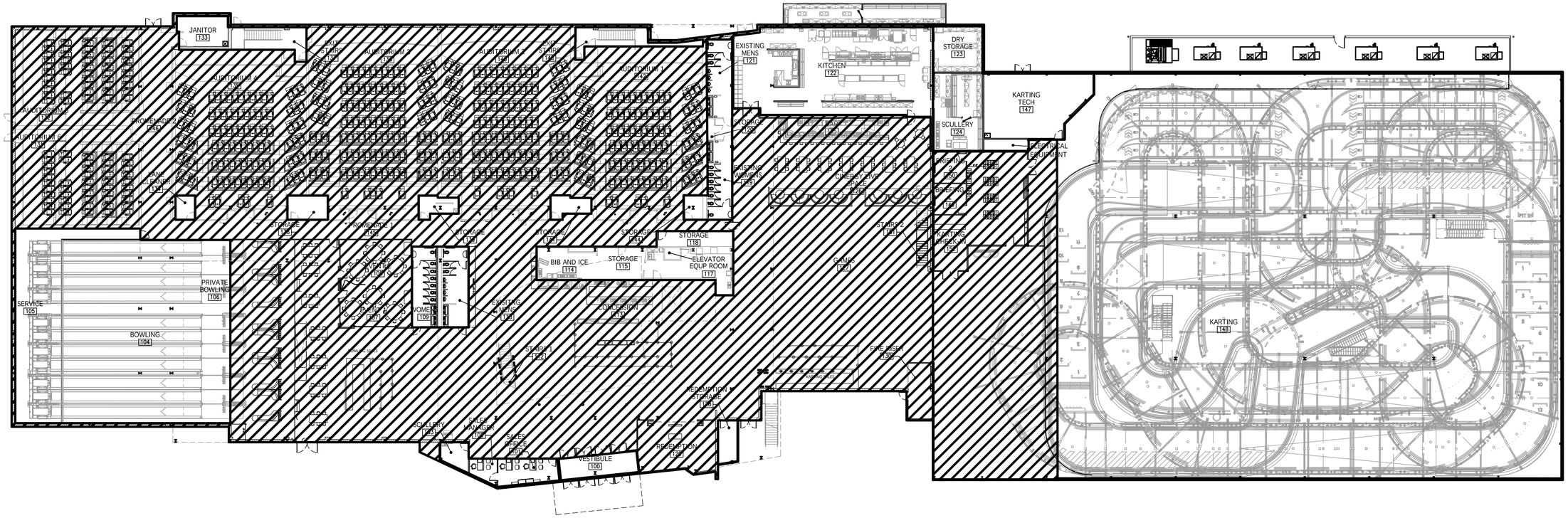
EXHIBIT A

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	CLEAR DIMENSIONS ARE FROM FINISHED WALL
3	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
4	WALLS TO STRUCTURAL DECK SHALL BE THOROUGHLY SEALED AROUND PENETRATIONS

WALL LEGEND

	FULL HEIGHT WALLS
	PARTIAL HEIGHT WALLS
	COOLER/FREEZER WALL, BY KEC
	FULL HEIGHT WALL WITH R-11 SOUND BATT INSULATION
	EXSTING EXTERIOR WALL
	EXISTING INTERIOR WALL
	EXTERIOR WALL-KARTING



idstudio
6201 CAMPUS CIRCLE DRIVE E
IRVING, TEXAS 75063
TEL: 972.277.0080
WWW.IDSTUDIOA.COM

CORPORATE:
CINERGY ENTERTAINMENT
5005 LYNDON B JOHNSON FWY, SUITE 525
DALLAS, TX 75244
972-895-9900

REGISTERED ARCHITECT RUSTY RIOS 24936 STATE OF TEXAS

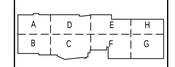
05/06/2025

CINERGY 108 LLC.
MIDLAND TALL CITY
4915 LOOP 250 FRONTAGE ROAD
MIDLAND, TX 79707

CLIENT: CINERGY 108
5005 LYNDON B. JOHNSON FRWY, SUITE 525
DALLAS, TX 75244

CINERGY ENTERTAINMENT GROUP, INC.

KEYPLAN



DATE	DESCRIPTION
03/12/2025	ISSUE FOR BID
05/06/2025	ISSUE FOR PERMIT

	DATE	DESCRIPTION

OVERALL DIMENSION FLOOR PLAN GROUND LEVEL

A1.0

PLAN NORTH | TRUE NORTH

PROJECT NUMBER: CIN23005

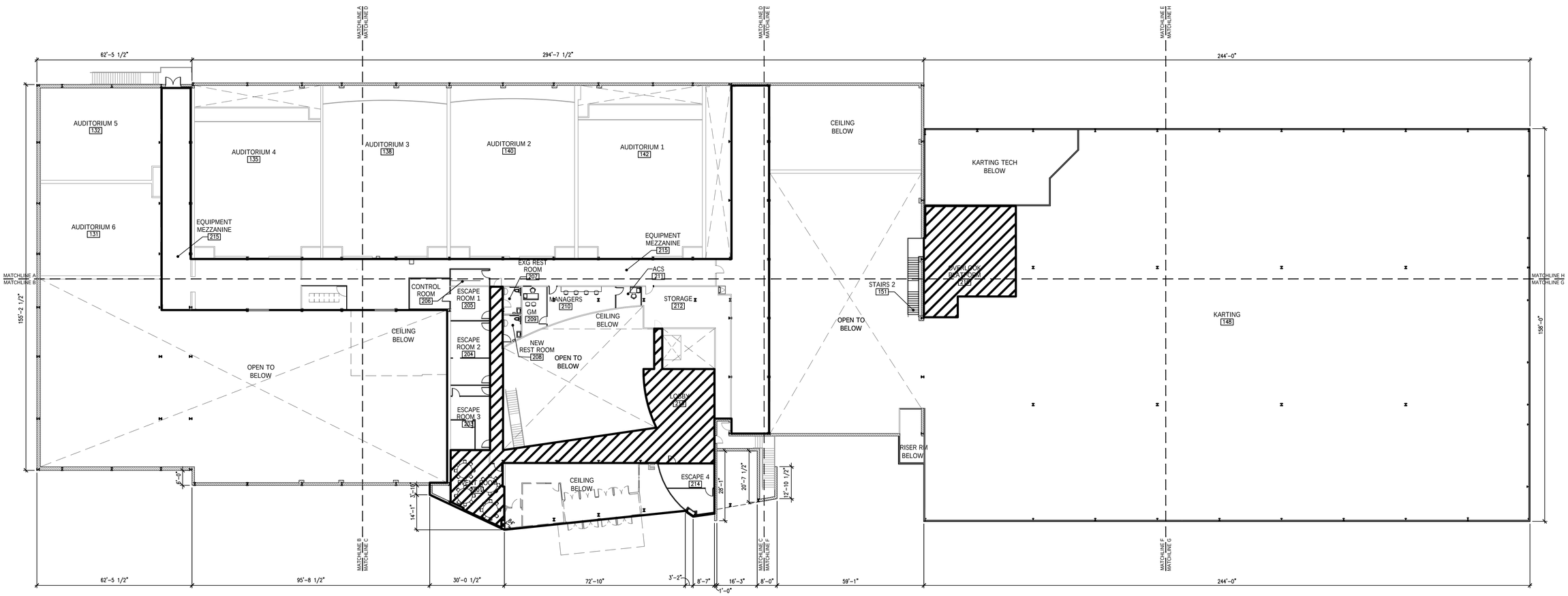
OVERALL DIMENSION FLOOR PLAN - GROUND LEVEL
NTS

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	CLEAR DIMENSIONS ARE FROM FINISHED WALL
3	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
4	WALLS TO STRUCTURAL DECK SHALL BE THOROUGHLY SEALED AROUND PENETRATIONS

WALL LEGEND

	FULL HEIGHT WALLS
	PARTIAL HEIGHT WALLS
	COOLER/FREEZER WALL, BY KEC
	FULL HEIGHT WALL WITH R-11 SOUND BATT INSULATION
	EXSTING EXTERIOR WALL
	EXISTING INTERIOR WALL
	EXTERIOR WALL-KARTING



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WWW.DSTUDIOA.COM

CORPORATE:
CINERGY ENTERTAINMENT
5005 LYNDON B JOHNSON FWY, SUITE 525
DALLAS, TX 75244
972-895-9900

REGISTERED ARCHITECT RUSTY RIOS 24936 STATE OF TEXAS

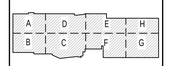
05/06/2025

CINERGY 108 LLC.
MIDLAND TALL CITY
4915 LOOP 250 FRONTAGE ROAD
MIDLAND, TX 79707

CLIENT: CINERGY 108
5005 LYNDON B. JOHNSON FRWY. SUITE 525
DALLAS, TX 75244

CINERGY ENTERTAINMENT GROUP, INC.

KEYPLAN



DATE	DESCRIPTION
03/12/2025	ISSUE FOR BID
05/06/2025	ISSUE FOR PERMIT

	DATE	DESCRIPTION

OVERALL DIMENSION FLOOR PLAN MEZZANINE LEVEL

A1.1

PLAN NORTH | TRUE NORTH

PROJECT NUMBER: CIN23005

OVERALL DIMENSION FLOOR PLAN - MEZZANINE LEVEL
NTS

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-25-0207

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Cinergy 108, LLC		Phone (972) 895 9914 Email mtrammell@cinergy.com	
Address 5720 Lyndon B Johnson Fwy Ste 625	City Dallas	State TX	Zip 75240

Property Owner Printed Name: Cinergy 108, LLC		Phone (972)8959914 Email mtrammell@cinergy.com	
Address 5720 Lyndon B Johnson Fwy Ste 625	City Dallas	State TX	Zip 75240

Representative *(if different from Applicant or Property Owner)* Firm: Griffith & Hughes, PLLC Printed Name: Tana Kerss, Licensing Director		Phone ( ) 817 562-9648 Email tkerss@griffithhughes.com	
Address 2225 E Randol Mill Rd Ste 106	City Arlington	State TX	Zip 76011

Street Address: 4915 W Loop 250 N

Business Name: Cinergy Entertainment

Legal Description
Lot: 3 Block: 45 Subdivision: Fairmont Park Addition, Sec. 13

Current Zoning: RR

Reason for Request: Operation of family entertainment center, which will include movie theatre, arcade games, escape room, and food and beverage service

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Theater, Restaurant, and Amusement

Proposed/Current Days and Hours of Operation: ~~Sun-Thu: 10a-11p; Fri-Sat: 10a-12p~~
MONDAY THROUGH SUNDAY 10:00 AM - 2:00 AM

Proposed Days and Hours of Alcohol Service: Same

Total Square Footage of Business: 96397

Square Footage of Alcohol Serviceable Area: 50567

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 6 / 14	**Bathroom Sinks:** 8
	Women	**Toilets:** 14	**Bathroom Sinks:** 8

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date:
Applicant (printed): Jeffrey P. Benson, Manager for Cinergy 108, LLC	
Property Owner (signature):	Date:
Property Owner (printed) : Jeffrey P. Benson, Manager for Cingery 108, LLC	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF ~~MIDLAND~~ TARRANT

Before me, the undersigned authority, on this day personally appeared TANA KERSS who, being by me duly sworn, upon oath says: That (s)he is authorized by CINERGY 108 LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Tana Kerss
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23rd day of July, 20 25, to certify which witness my hand and seal of office.

ED JENDRZEY
Notary Public, State of Texas
Comm. Expires 01-30-2029
Notary ID 135231964

NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, TEXAS
TARRANT

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:_____	Date:_____

10/8/25
recieved Digitals

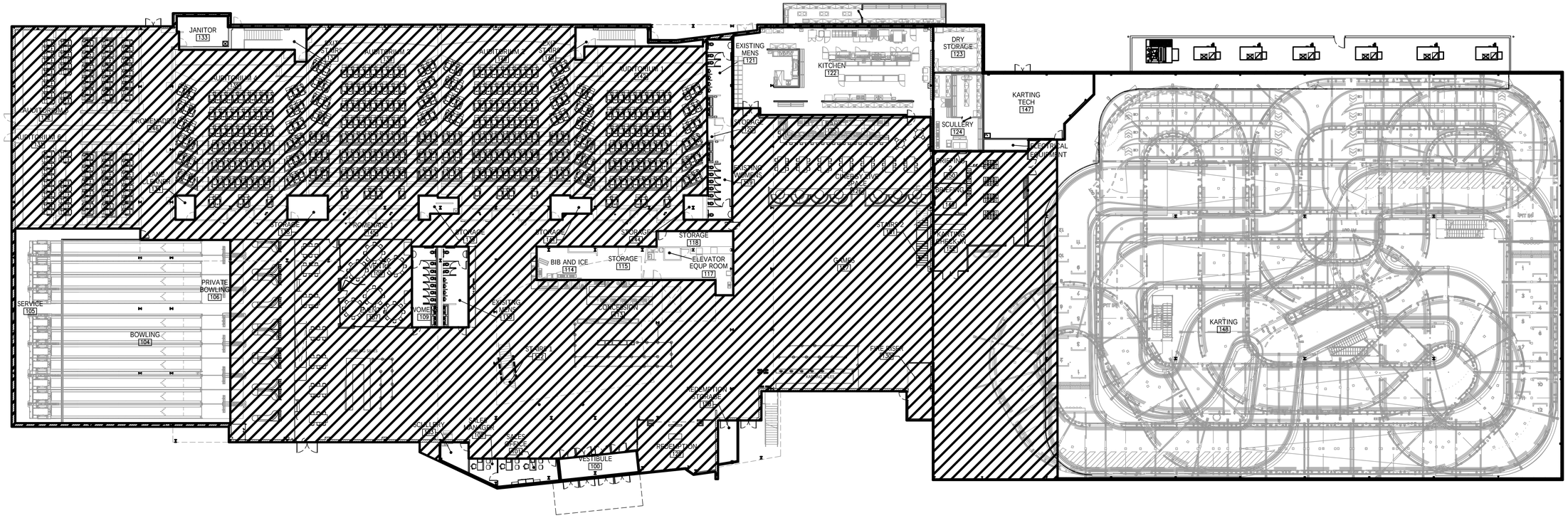
****Application will not be considered for scheduling until reviewed by a planner.****

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	CLEAR DIMENSIONS ARE FROM FINISHED WALL
3	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
4	WALLS TO STRUCTURAL DECK SHALL BE THOROUGHLY SEALED AROUND PENETRATIONS

WALL LEGEND

	FULL HEIGHT WALLS
	PARTIAL HEIGHT WALLS
	COOLER/FREEZER WALL, BY KEC
	FULL HEIGHT WALL WITH R-11 SOUND BATT INSULATION
	EXSTING EXTERIOR WALL
	EXISTING INTERIOR WALL
	EXTERIOR WALL-KARTING



idstudio
6201 CAMPUS CIRCLE DRIVE E
IRVING, TEXAS 75063
TEL: 972.277.0080
WWW.IDSTUDIOA.COM

CORPORATE:
CINERGY ENTERTAINMENT
5005 LYNDON B JOHNSON FWY, SUITE 525
DALLAS, TX 75244
972-895-9900

REGISTERED ARCHITECT RUSTY RIOS STATE OF TEXAS 24936

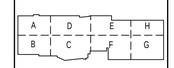
05/06/2025

CINERGY 108 LLC.
MIDLAND TALL CITY
4915 LOOP 250 FRONTAGE ROAD
MIDLAND, TX 79707

CLIENT: CINERGY 108
5005 LYNDON B. JOHNSON FRWY, SUITE 525
DALLAS, TX 75244

CINERGY ENTERTAINMENT GROUP, INC.

KEYPLAN



DATE	DESCRIPTION
03/12/2025	ISSUE FOR BID
05/06/2025	ISSUE FOR PERMIT

	DATE	DESCRIPTION

OVERALL DIMENSION FLOOR PLAN GROUND LEVEL

A1.0

PLAN NORTH | TRUE NORTH

PROJECT NUMBER: CIN23005

OVERALL DIMENSION FLOOR PLAN - GROUND LEVEL
NTS
1

GENERAL NOTES

1	ALL DIMENSIONS ARE SHOWN TO FACE OF STUD WALL UNLESS NOTED OTHERWISE
2	CLEAR DIMENSIONS ARE FROM FINISHED WALL
3	REFER TO FINISH SCHEDULE AND DETAILS FOR APPLIED FINISHES
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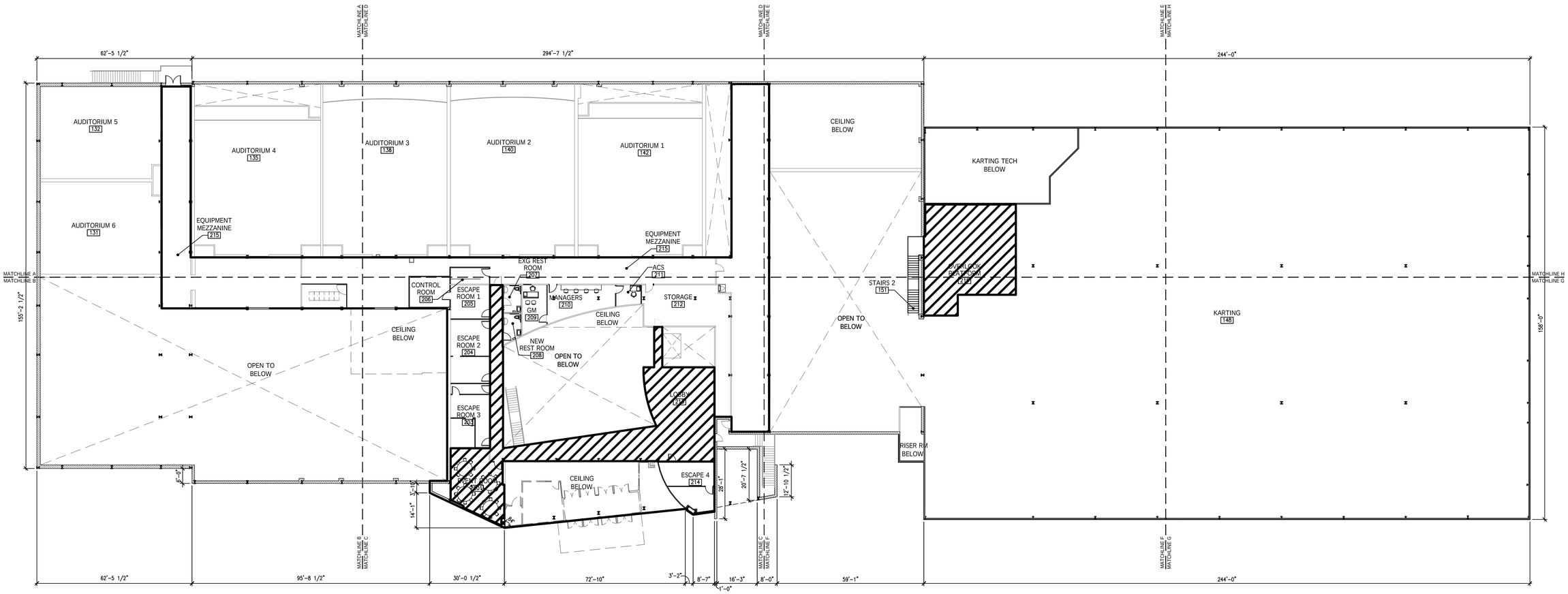
WALL LEGEND

	FULL HEIGHT WALLS
	PARTIAL HEIGHT WALLS
	COOLER/FREEZER WALL, BY KEC
	FULL HEIGHT WALL WITH R-11 SOUND BATT INSULATION
	EXSTING EXTERIOR WALL
	EXISTING INTERIOR WALL
	EXTERIOR WALL-KARTING



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6201 CAMPUS CIRCLE DRIVE E
IRVING, TEXAS 75063
TEL: 972.831.0083
WWW.DSTUDIOA.COM

CORPORATE:
CINERGY ENTERTAINMENT
5005 LYNDON B JOHNSON FWY, SUITE 525
DALLAS, TX 75244
972-895-9900

REGISTERED ARCHITECT
RUSTY RIOS
24936
STATE OF TEXAS

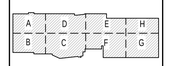
05/06/2025

CINERGY 108 LLC.
MIDLAND TALL CITY
4915 LOOP 250 FRONTAGE ROAD
MIDLAND, TX 79707

CLIENT: CINERGY 108
5005 LYNDON B. JOHNSON FRWY. SUITE 525
DALLAS, TX 75244

CINERGY ENTERTAINMENT GROUP, INC.

KEYPLAN



DATE	DESCRIPTION
03/12/2025	ISSUE FOR BID
05/06/2025	ISSUE FOR PERMIT

	DATE	DESCRIPTION

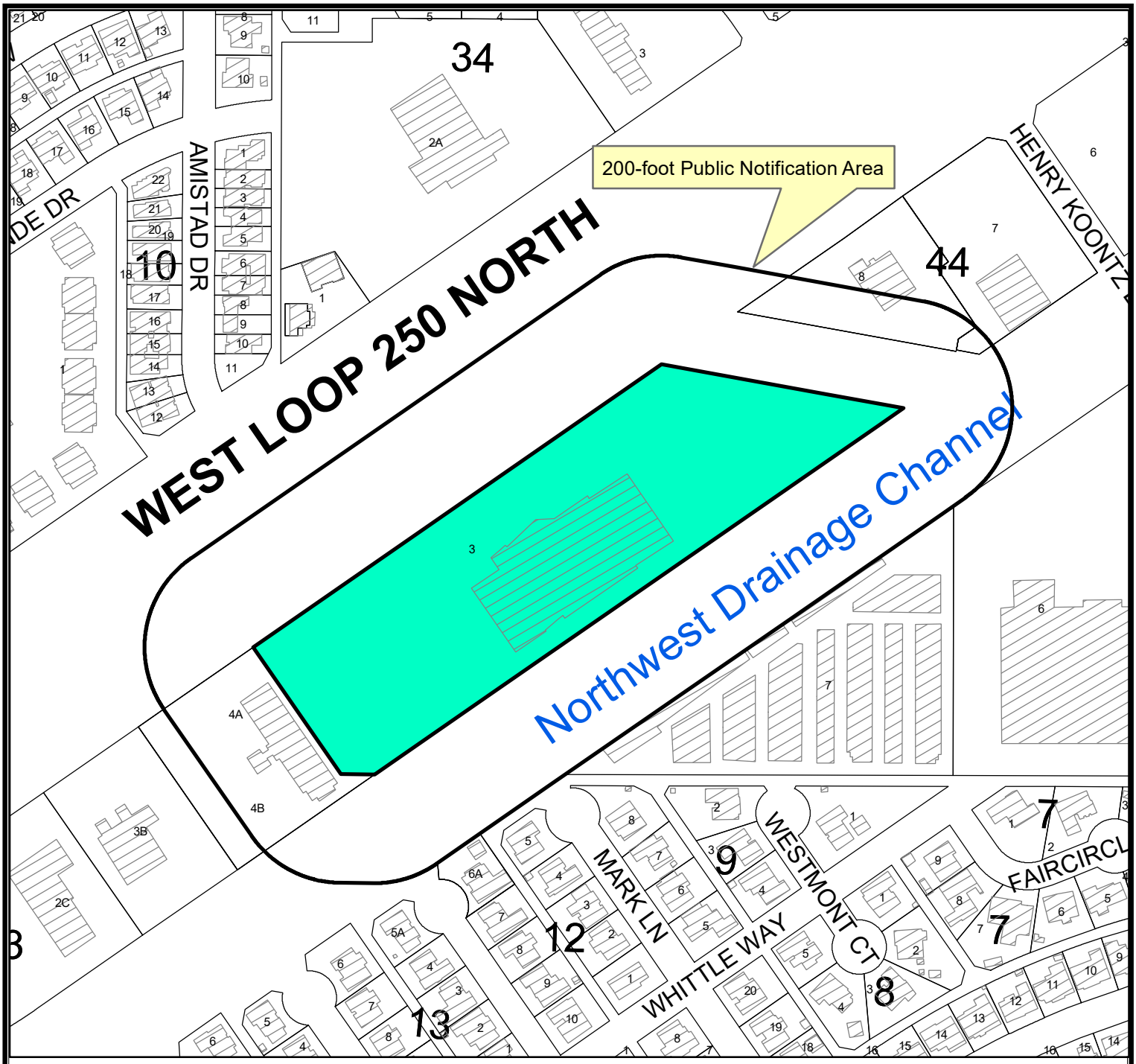
OVERALL DIMENSION FLOOR PLAN MEZZANINE LEVEL

A1.1

PLAN NORTH | TRUE NORTH

PROJECT NUMBER:
CIN23005

OVERALL DIMENSION FLOOR PLAN - MEZZANINE LEVEL
NTS



Location Map

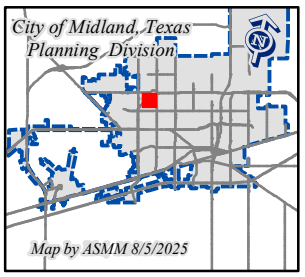
SUD-25-0207 **Scale: 1" = 263'**

Consider a request by Cinergy 108, LLC for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a movie theatre on Lot 3, Block 45, Fairmont Park Addition, Section 13, City and County of Midland, Texas.

Generally located on the east side of West Loop 250 North, approximately 450 feet south of Henry Koontz Boulevard. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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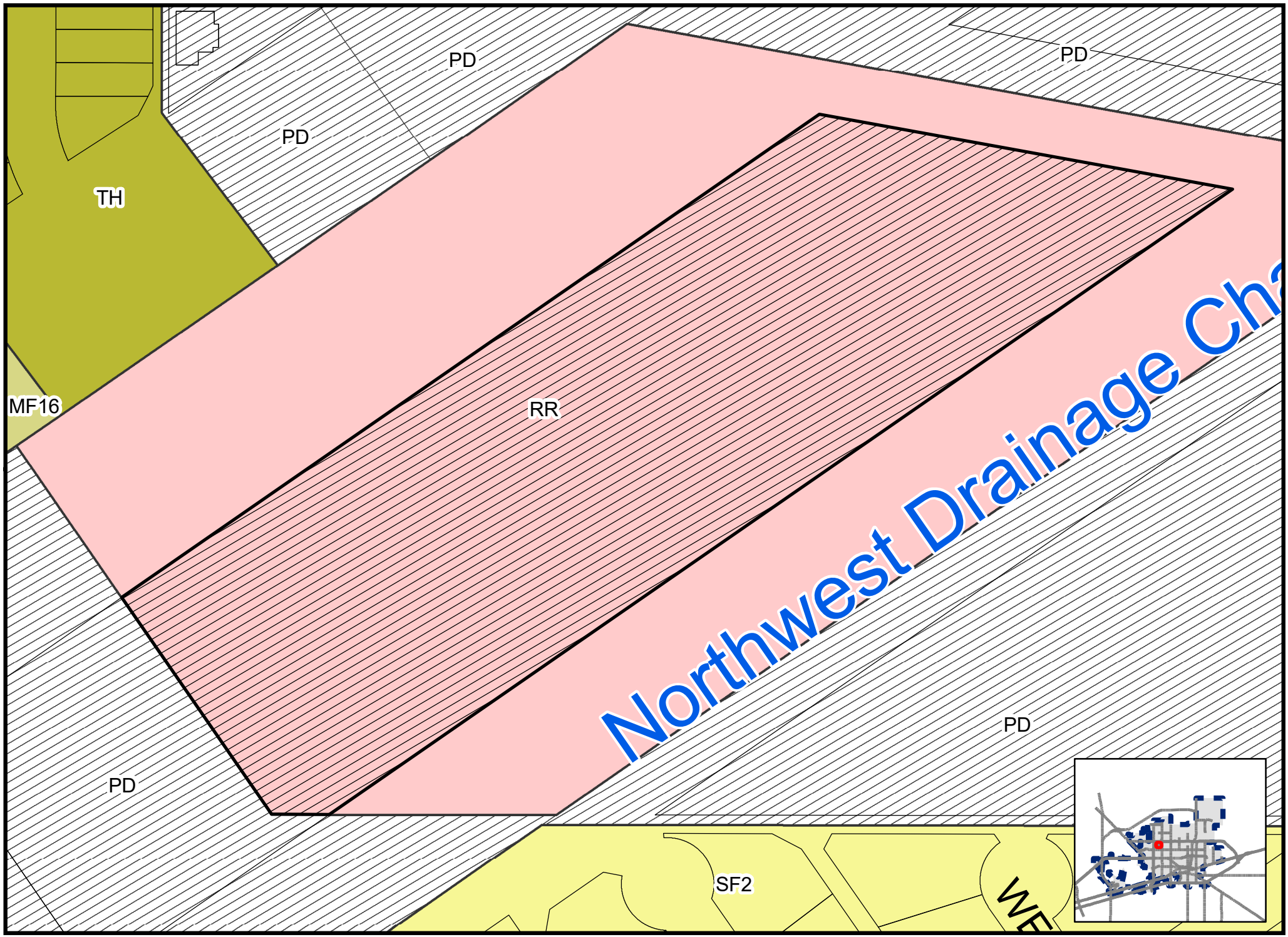
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by

SUB-

Scale: 1" = 1,200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BASED ON THE DATA CONTAINED HEREIN.

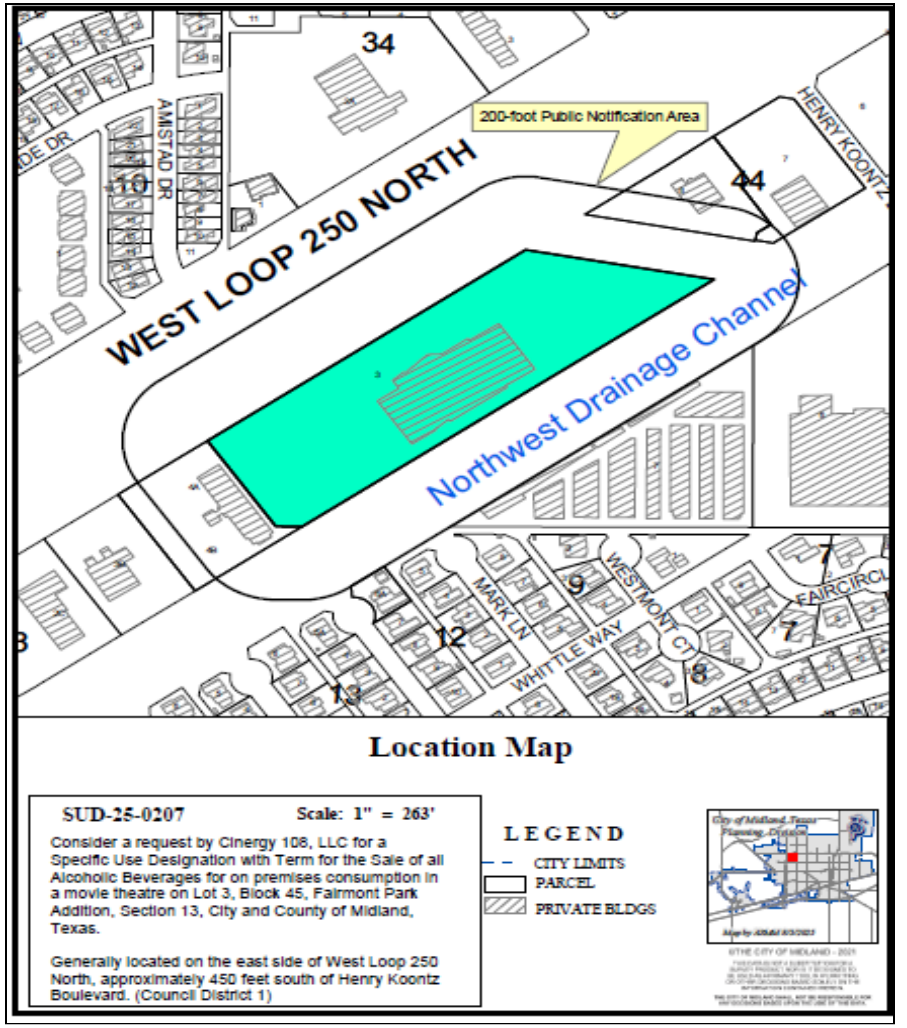
10
44
45
9
7

REGAL CINEMAS
IMAX

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
CINERGY 108, LLC
Visit Our Website
MIDLANDTEXAS.GOV

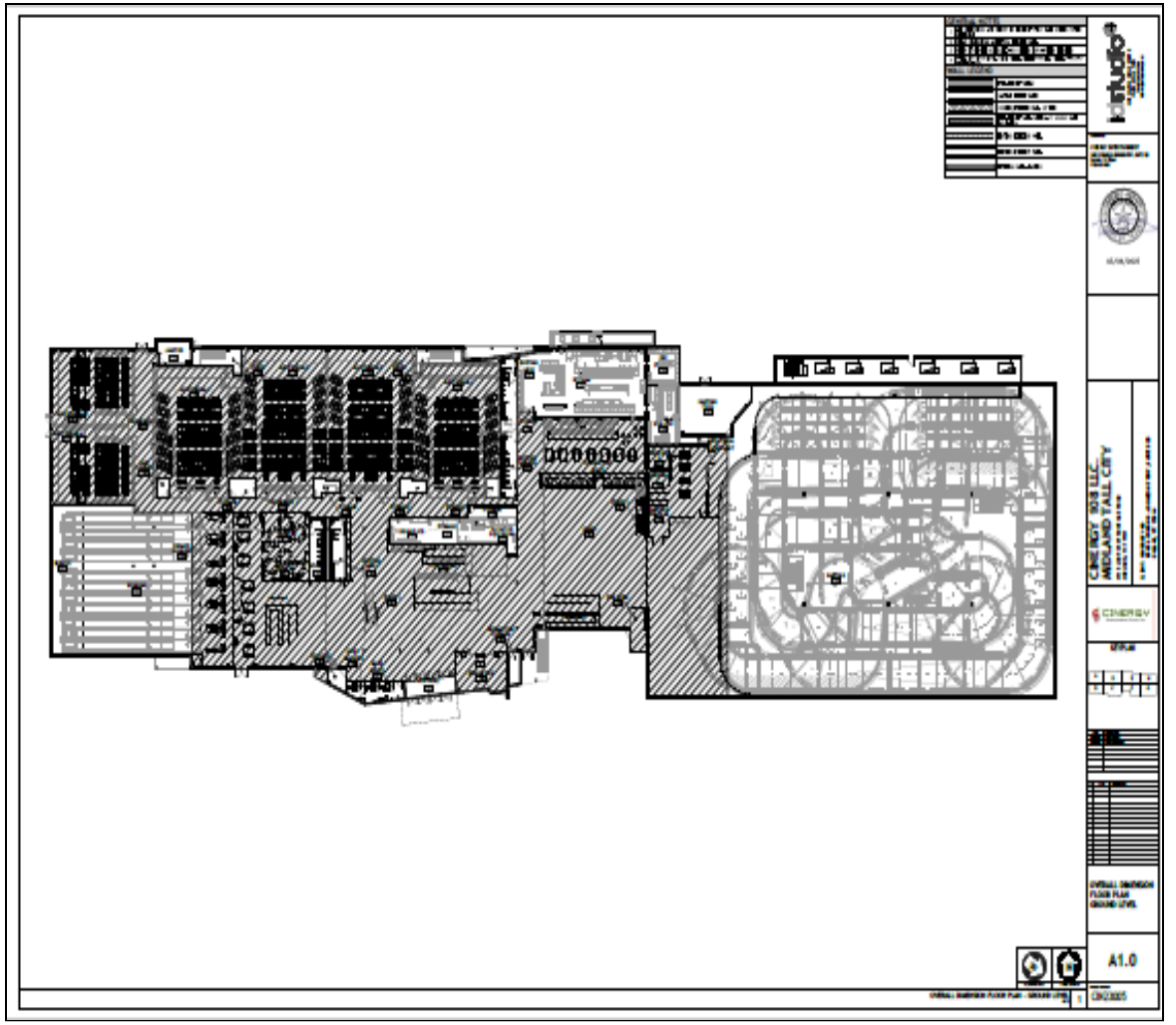
APPLICATION SUMMARY

- **Applicant/Property Owner:** Cinergy 108, LLC
- **Location:** 4915 West Loop 250 North (Council District 1)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a movie theater.



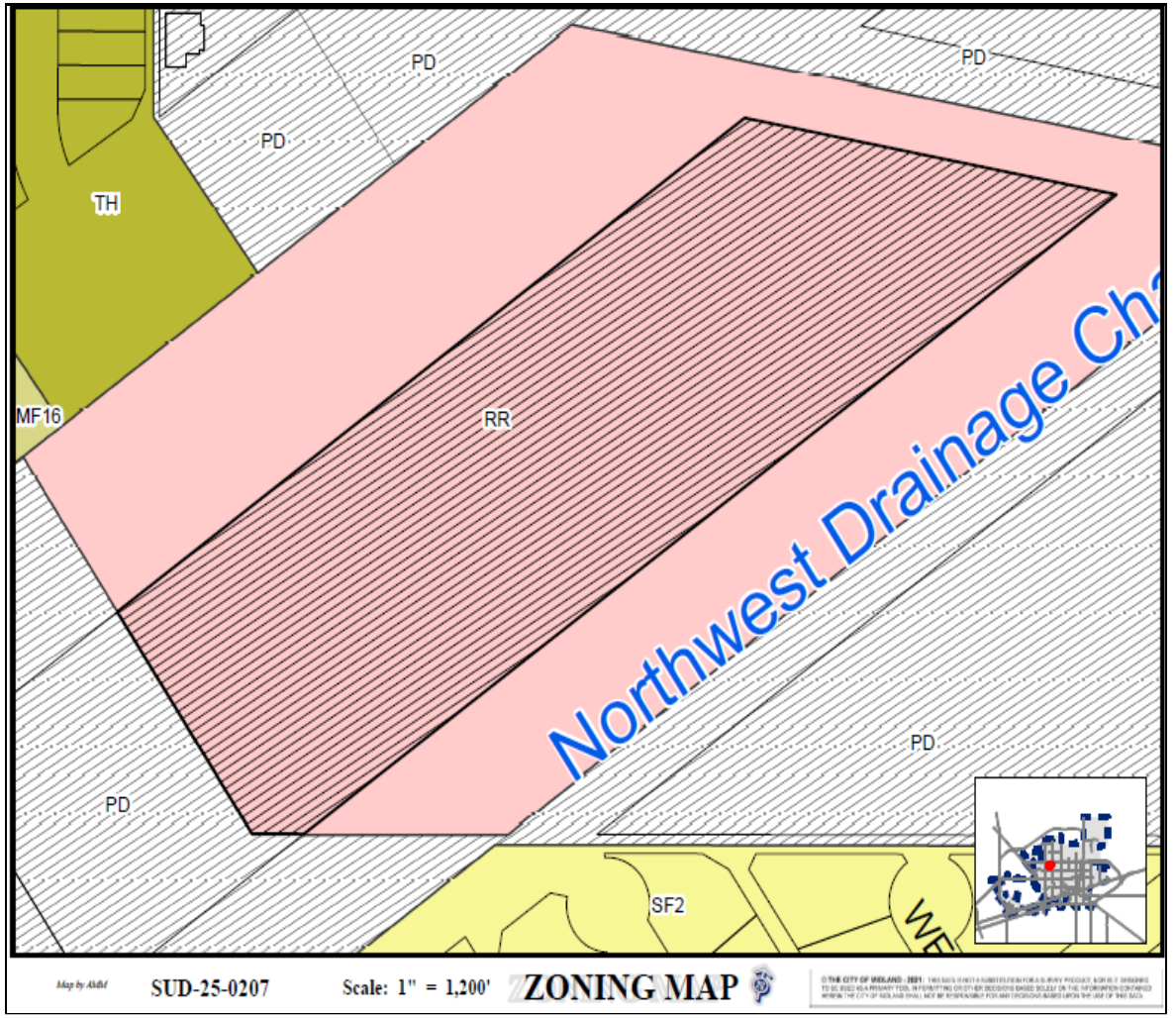
DETAILS OF REQUEST

- For an existing movie theatre
- **Area of Business:** 96,397 SF
- **Serviceable Area:** 50,567 SF
- **Hours of Operation/Sales of Alcohol:**
  - Monday through Sunday 10 a.m. to 2 a.m.



ZONING

- **Current Zoning**: PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Shopping Center and TH, Townhouse Dwelling District
  - **East/West:** PD, Planned Development District for a Shopping Center
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Building
- **Proposed Use:** Movie Theatre
- **Surrounding Uses:**
  - **North:** Retail and Residential
  - **East/West:** Retail
  - **South:** Drainage Easement, Storage Units, and Residential

MIDLAND
Be the Energy!

On West Loop 250 North, Looking South

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”

PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 50,567 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Sunday from 10 a.m. to 2 a.m.

STAFF'S RECOMMENDATION

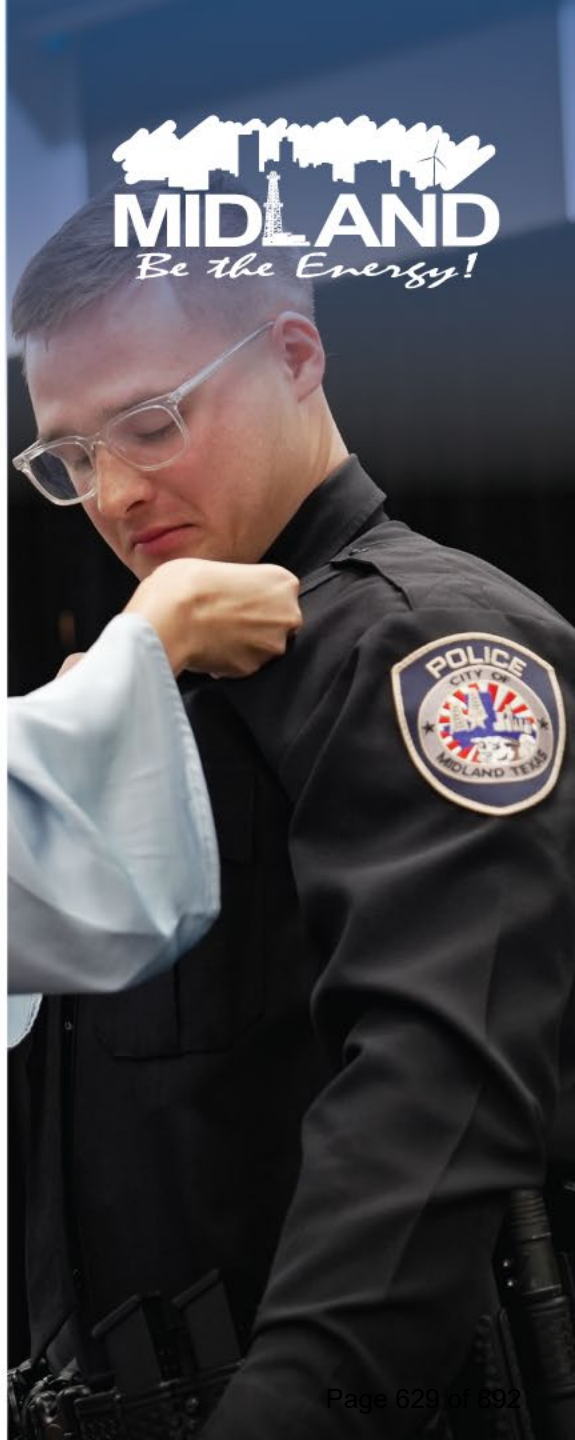
D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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

City Council Meeting

Item Number: 29.
Meeting Date: November 18, 2025
To: City Council
From: Alexis Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 7, BLOCK 23, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND EAST TEXAS AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Danny Harris, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 200 North Lee Street for Club Remy.

Recommended Action:
Approve

Fiscal Impact:
none

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north, south and, west are zoned RR, Regional Retail consisting of churches, temples and other bars. There are also some homes in the regional retail district. The properties to the east are MF22- Multiple Family.

Analysis:

The property is zoned RR, Regional Retail District and is the location of where the bar is located. RR, Regional Retail District zoning allows for alcoholic beverages sales for on-premises consumption in a bar with the approval of an SUD. The total area of the bar is 5,000 square feet and the proposed alcohol serviceable area is 4,000-square feet.

The proposed days and hours of operation are:

Thursday through Sunday from 8 p.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Thursday through Sunday from 8 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant’s Information Only.]

Transportation: (Approved)

No objection. [For Applicant’s Information Only.]

Building Code: (Approved)

The SUD for Club Remy is acceptable. The property must adhere to the maximum occupant load of 266 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to conditions A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 4,000 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Thursday through Sunday from 8 p.m. to 2 a.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration Division.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of November 7, 2025 staff has not received any letters of objections.

Attachments:

A. ORDINANCE W/-EXH - SUD-25-0210.Club Remy - Alcohol Sales Ord w Exh
B. SUD-25-0210, Combined Docs (Revised)
C. SUD-25-0210, Alcohol SUD w Term Club Remy

Alexis Martinez, Development Services	Created/Initiated - 10/22/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 7, Block 23, Moody Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Thursday through Sunday from 8:00 p.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

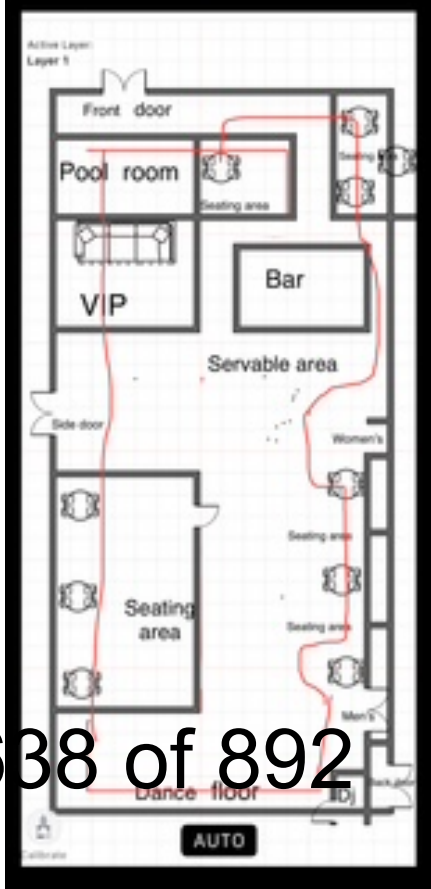
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney


Front door
Pool room
Seating area
V|P
Bar
Servable area
Side door
Women's
Seating area
Seating area
Seating area
Men's
Dance floor
AUTO

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

FOR STAFF'S USE ONLY
Project Number: _____
Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Danny Harris			Phone (424 513-4042 Email clubramy200@yahoo
Address 1921 Nash Ave	City midland	State TX	Zip 79705
Property Owner Printed Name: Christina Carson			Phone (424 513-4042 Email clubramy200@yahoo
Address 1212 E. Wadley Ave #1303	City midland	State TX	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:			Phone ( ) Email
Address	City	State	Zip

Street Address: 200 N. Loop St.

Business Name: Club Ramy

Reason for Request: ~~Renewal~~ Mix beverage late hours permit

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: bar

Proposed/Current Days and Hours of Operation: Thurs - ~~Sunday~~ Monday 8pm to 1 2 AM

Proposed Days and Hours of Alcohol Service: Thurs - ~~Sunday~~ Monday 8pm to 1 2 AM

Total Square Footage of Business: ~~100~~ - 5000 sq

Square Footage of Alcohol Serviceable Area: ~~225 sq~~ 4000 sq ft
(Outline in red on floor plan)

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 2
	Women	**Toilets:** 2	**Bathroom Sinks:** 2

****Application will not be considered for scheduling until reviewed by a planner.****

Submittal and Fees
Items to be submitted with this application form:

Application Fee of $300 –
- If by check, put Payable to the 'City of Midland'
- If online, check email for invoice

Dimensioned Floor Plan showing:
- Seating
- Exits
- Restrooms
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage (outlined in red & labeled)

Dimensioned Site Plan showing:
- Parking
- Business Footprint

Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures Christina Carson	
Applicant (signature): Danny Harris	Date: 9-4-25
Applicant (printed): Danny Harris	
Property Owner (signature):	Date: 9-4-25
Property Owner (printed) : //	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Danny Harris who, being by me duly sworn, upon oath says: That (s)he is authorized by Christina Carson, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23rd day of September, 20 25, to certify which witness my hand and seal of office.

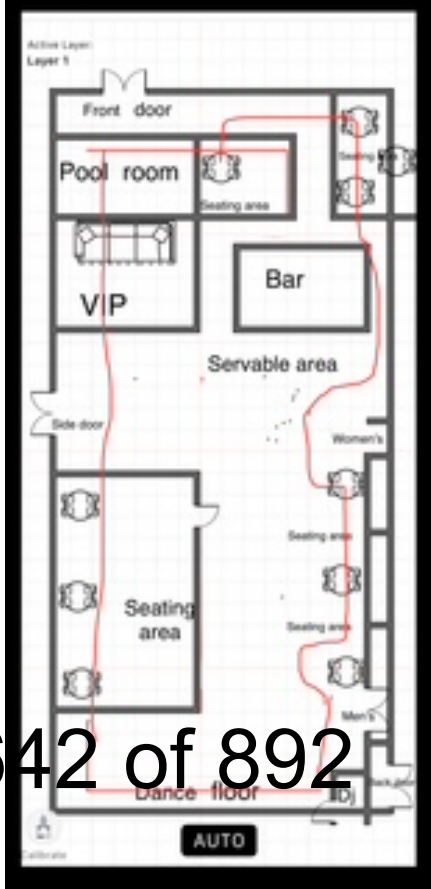
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

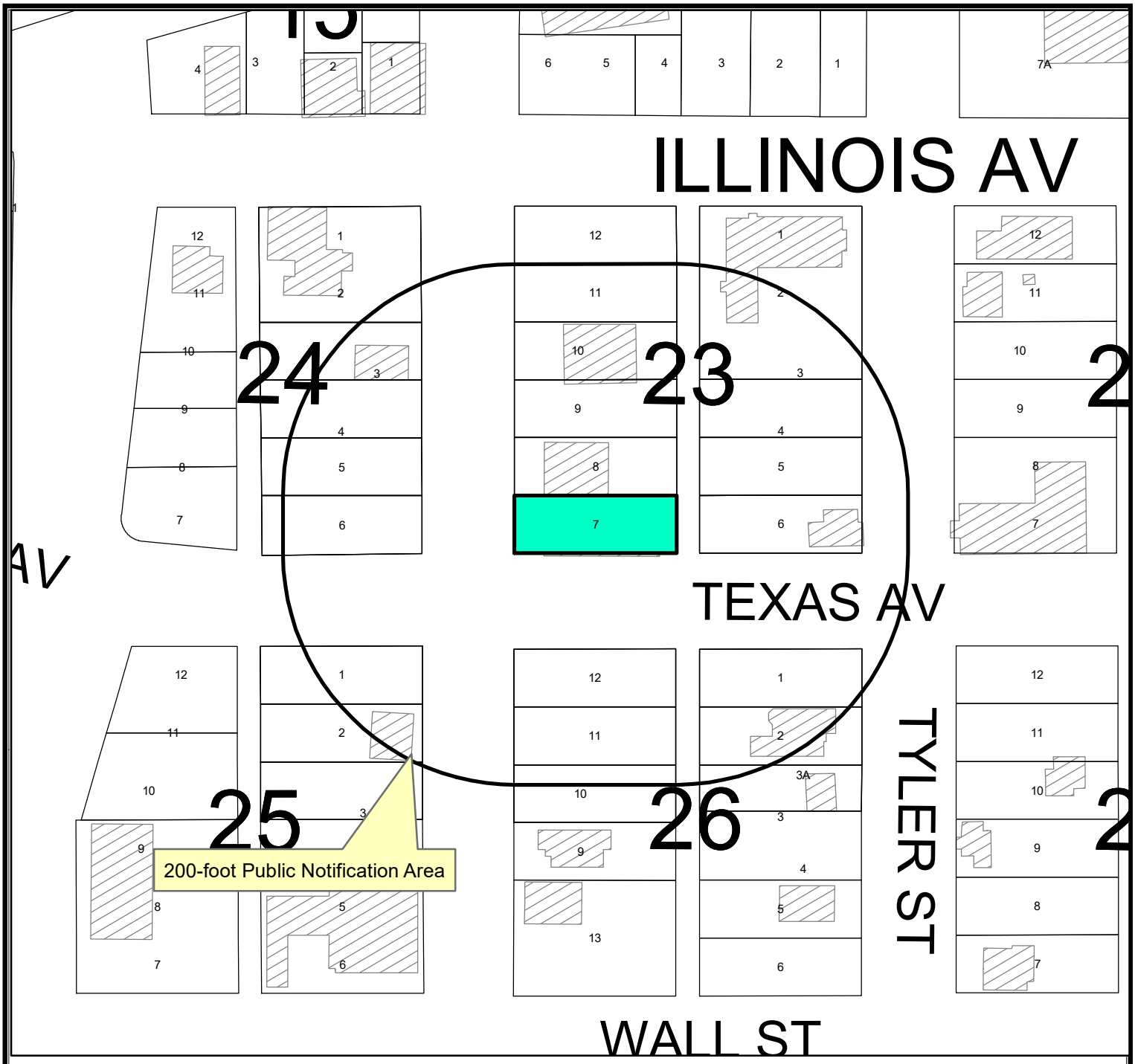
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☐ Dimensioned Floor Plan
☑ Application Fee	☐ Site Plan
Check #_____	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****


Front door
Pool room
Seating area
Bar
V P
Servable area
Side door
Women's
Seating area
Seating area
Seating area
Men's
Dance floor
AUTO



Location Map

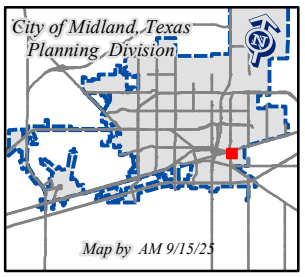
SUD-25-0210 **Scale: 1" = 800 '**

Consider a request by Danny Harris, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 7, Block 23, Moody Addition, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of East Texas Avenue and North Lee Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

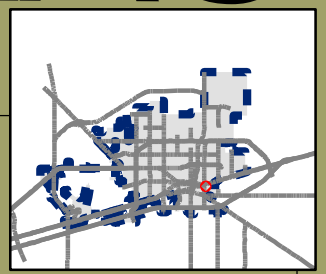
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RR

MF22

TEXAS



Map by AM

SUD-25-2010

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 DECISION MADE OR ACTION TAKEN BASED ON THIS DATA.

24
23
TEXAS AV

202
Club REMY
CUSTOMER PARKING ONLY
OPEN
NO LOITERING
NO GUNS
NO DRUGS
200

Outlook

109 N. Lee

From VELMA JACKSON <msvrj@sbcglobal.net>
Date Tue 10/21/2025 3:39 PM
To Alexis M. Martinez <ammartinez@midlandtexas.gov>

Greater Ideal Baptist Church own the property of 109 N. Lee. The church does not use the building for any church activities. It is a vacant building that is for sale or lease. For more information, please feel free to contact me, Velma Jackson, at 432 628-8169.

Velma Jackson
Chairman of Trustees
Greater Ideal Baptist Church

Virus-free.www.avg.com

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

October 8, 2025

To Whom It May Concern:

Re: Iglesia Apostolica Midland
208A and 208 B N. Lee

The Iglesia Apostolica Midland have no problem with the Club Remy establishment. Sometimes, there is trash, but the owner try to keep things clean. And we will continue to work together to accomplish this.

Laura Espinosa

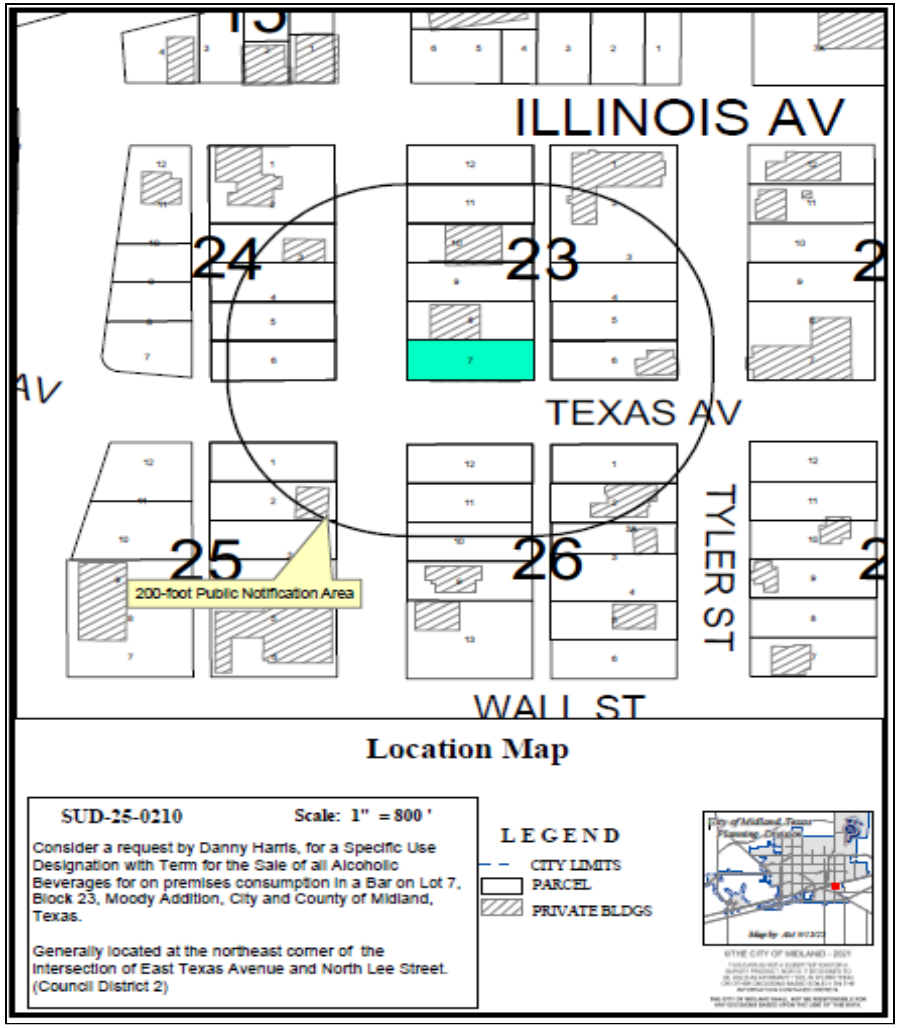
Laura Espinosa

Secretary/Treasurer

MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION
CLUB REMY
Visit Our Website
MIDLANDTEXAS.GOV

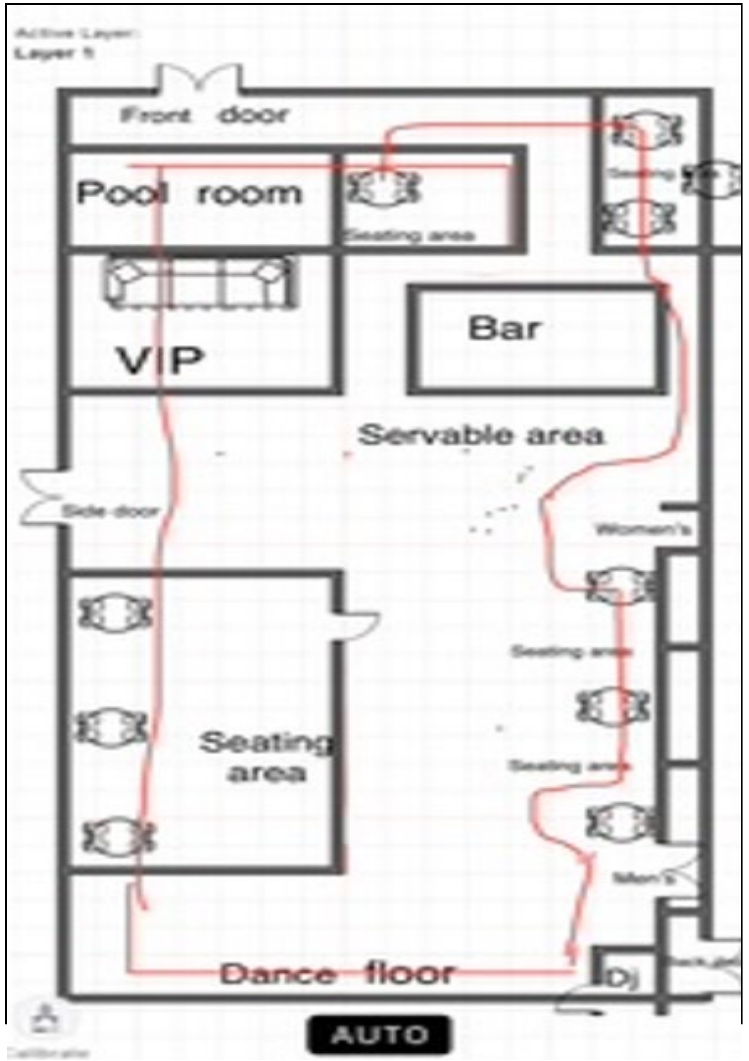
APPLICATION SUMMARY

- **Applicant:** Danny Harris
- **Property Owner :** Christina Carson
- **Location:** 200 North Lee Street (Council District 2)
- **Reason for Request:** For the sale and on-premises consumption of alcohol in a bar.



DETAILS OF REQUEST

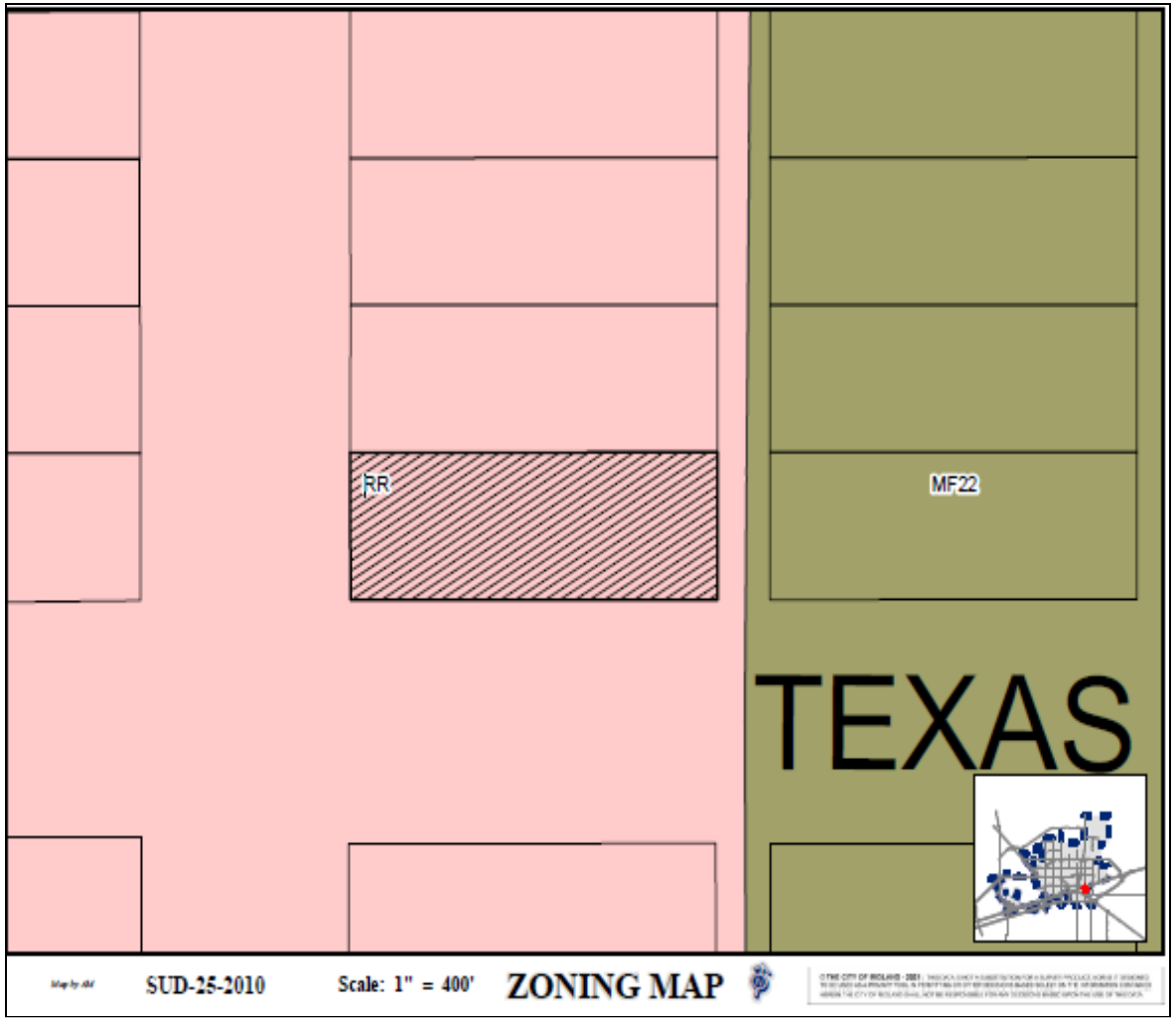
- **For an existing business**
- **Area of Business:** 5,000 SF
- **Serviceable Area:** 4,000 SF
- **Hours of Operation/ Sales of Alcohol :**
  - Thursday through Sunday 8 p.m. to 2 a.m.



MIDLAND
Be the Energy!

ZONING

- **Current Zoning**: RR, Regional Retail District
- **Surrounding Zoning:**
  - **North, West, and South:** RR, Regional Retail
  - **East:** MF22- Multiple Family
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.

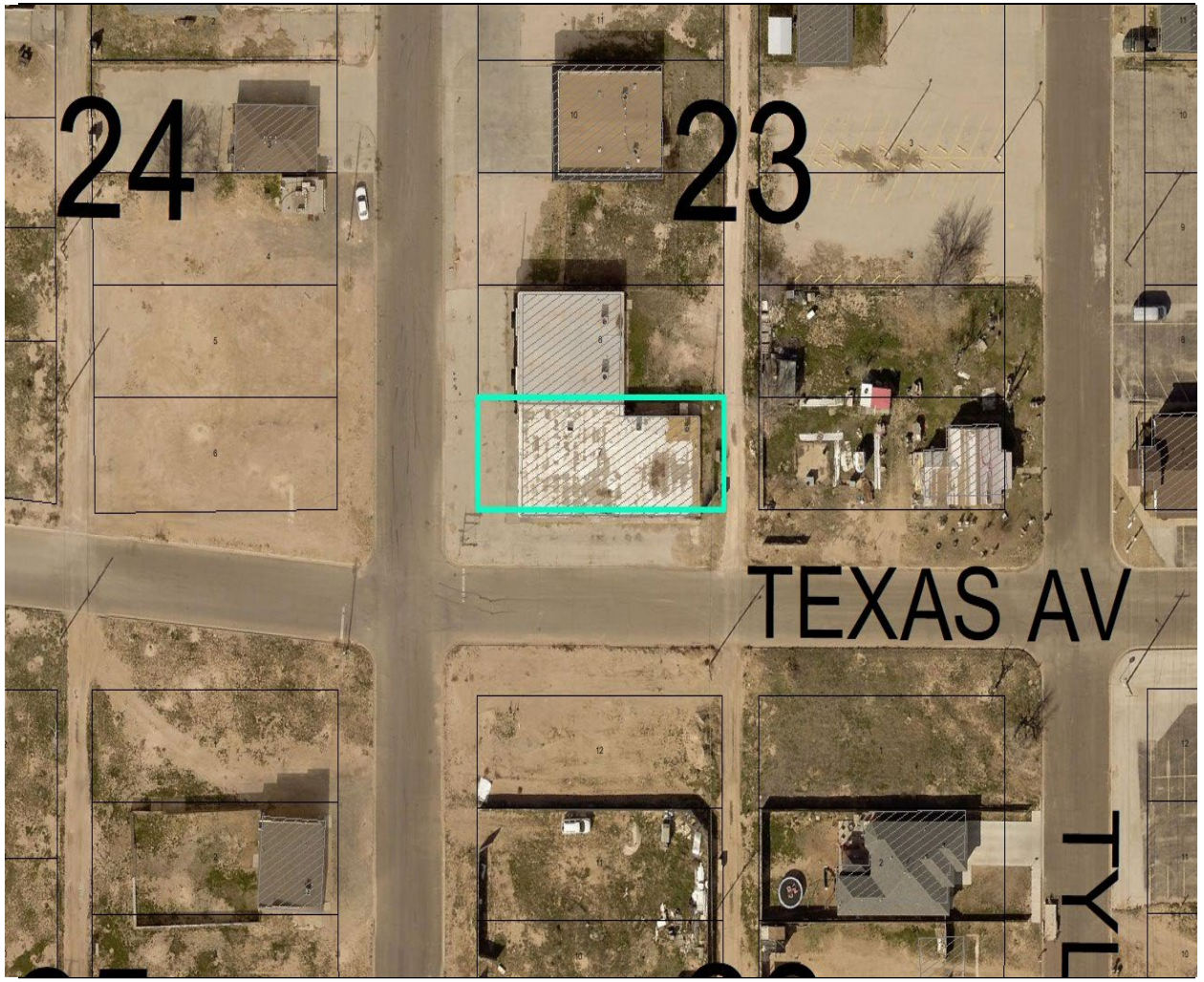


4

MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant Building
- **Proposed Use:** Restaurant
- **Surrounding Uses:**
  - **North:** Retail and Residential
  - **East/West:** Residential
  - **South:** Vacate land



MIDLAND
Be the Energy!

On North Lee Street, Looking South

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”

PROHIBITED PLACES OF BUSINESS

There is churches, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*

- *There is two churches within 300 feet that have no objection to this business.*

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,000 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Thursday through Sunday from 8 p.m. to 2 a.m. of the following day.

STAFF'S RECOMMENDATION

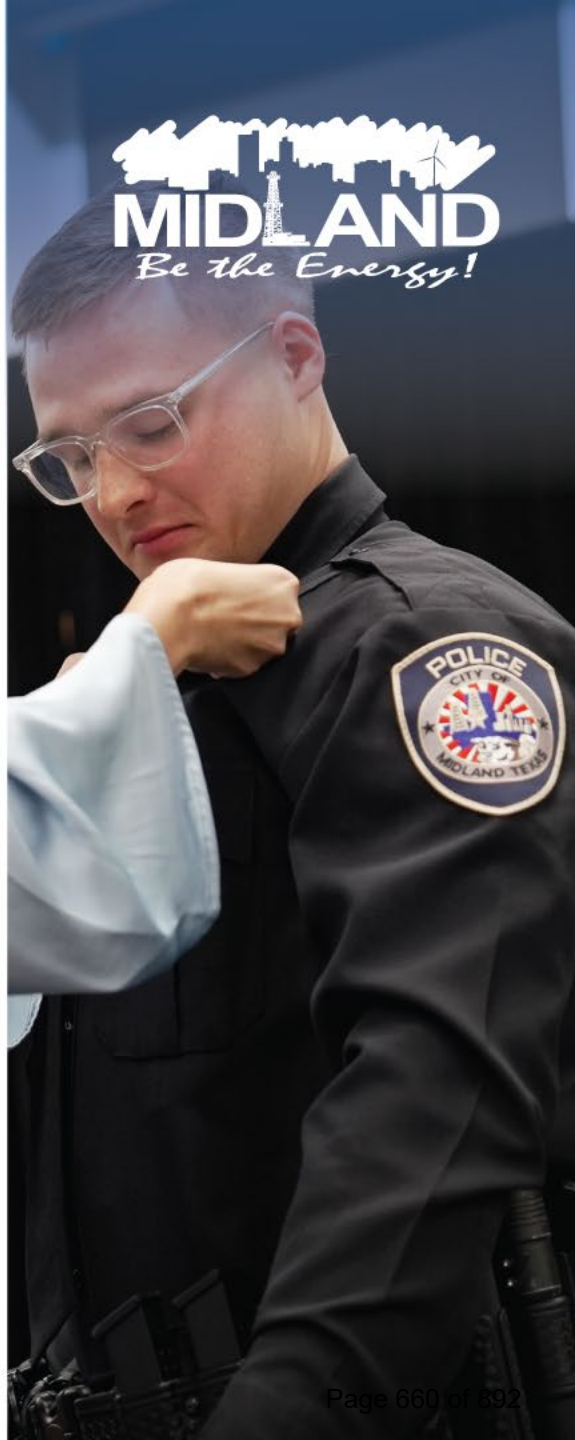
D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION

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

City Council Meeting

Item Number: 30.
Meeting Date: November 18, 2025
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 3, BLOCK 14, OXFORD HEIGHTS, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MIDLAND DRIVE, APPROXIMATELY 200 FEET SOUTH OF STOREY AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Olumide Popoola is requesting a Specific Use Designation without Term for an Automobile or Other Motorized Vehicle Sales and Service for a property located at 406 North Midland Drive.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The surrounding zoning to the north is MF-16, Multiple-Family Dwelling District, and consists of single-family housing and duplexes. The property to the west is zoned RR, Regional Retail

District, and is a shopping center. The property to the east is zoned PD, Planned Development District for a Shopping Center, and is an automobile body shop. The property to the south is zoned RR, Regional Retail District, and is a parking lot.

Analysis:

The subject property is located at 406 North Midland Drive. The property is zoned RR, Regional Retail District which allows for the use of Automobile or Other Motorized Vehicle Sales and Service with a Specific Use Designation without Term. Per the definition of Automobile or Other Motorized Vehicle Sales and Service as defined in Section 11-1-2.01.33:

A business providing sales, display and service of new and used motorized vehicles, including motorcycles, RVs, and boats – not including semi-truck or heavy truck sales. [11-1-2.01.33]

The hours of operation for **Olumighty Auto, LLC,** are:

Monday through Saturday from 9:00 a.m. to 7:00 p.m.

The Tall City Tomorrow Comprehensive Plan designated this area as a Special Study Area. The special study area designation has no specific policies established for future land use. The use of this Automobile or Other Motorized Vehicle Sales and Service is a use that is complementary to the surrounding land use.

The request is also in compliance with Chapter 6-Character Plan Goal 4, which is to "Identify partnerships to produce neighborhood and commercial centers that are attractive, functional, and of high quality." This Automobile or Other Motorized Vehicle Sales and Service will contribute to the production of more quality products that meet the needs of today's residents, reflect the pride residents have in their community, and that will last well into the future.

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:

This request meets all requirements; therefore, staff recommends approval of the request for

the Specific Use Designation without Term for an Automobile or Other Motorized Vehicle Sales and Service, subject to Conditions A through C.

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.

B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.

C. That the operator of the Specific Use shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

Letters of Objection:

As of November 7, 2025, staff has received one letter of objection.

Attachments:

A. ORDINANCE W/EXH - SUDwo-25-0050.Olumighty Auto LLC - Auto Sales & Service Ord w Exh
B. SUDwo-25-0050, Combined Documents
C. SUDwo-25-0050, Objection Letter #1
D. CC - - Olumighty Auto SUDwo

Britton Murry, Development Services	Created/Initiated - 11/4/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

ORDINANCE NO. _____

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

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 3, Block 14, Oxford Heights, Section 4, 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 automobile or other motorized vehicle sales and service (the "Specific Use"), together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the 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.

B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.

C. That the operator of the Specific Use shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

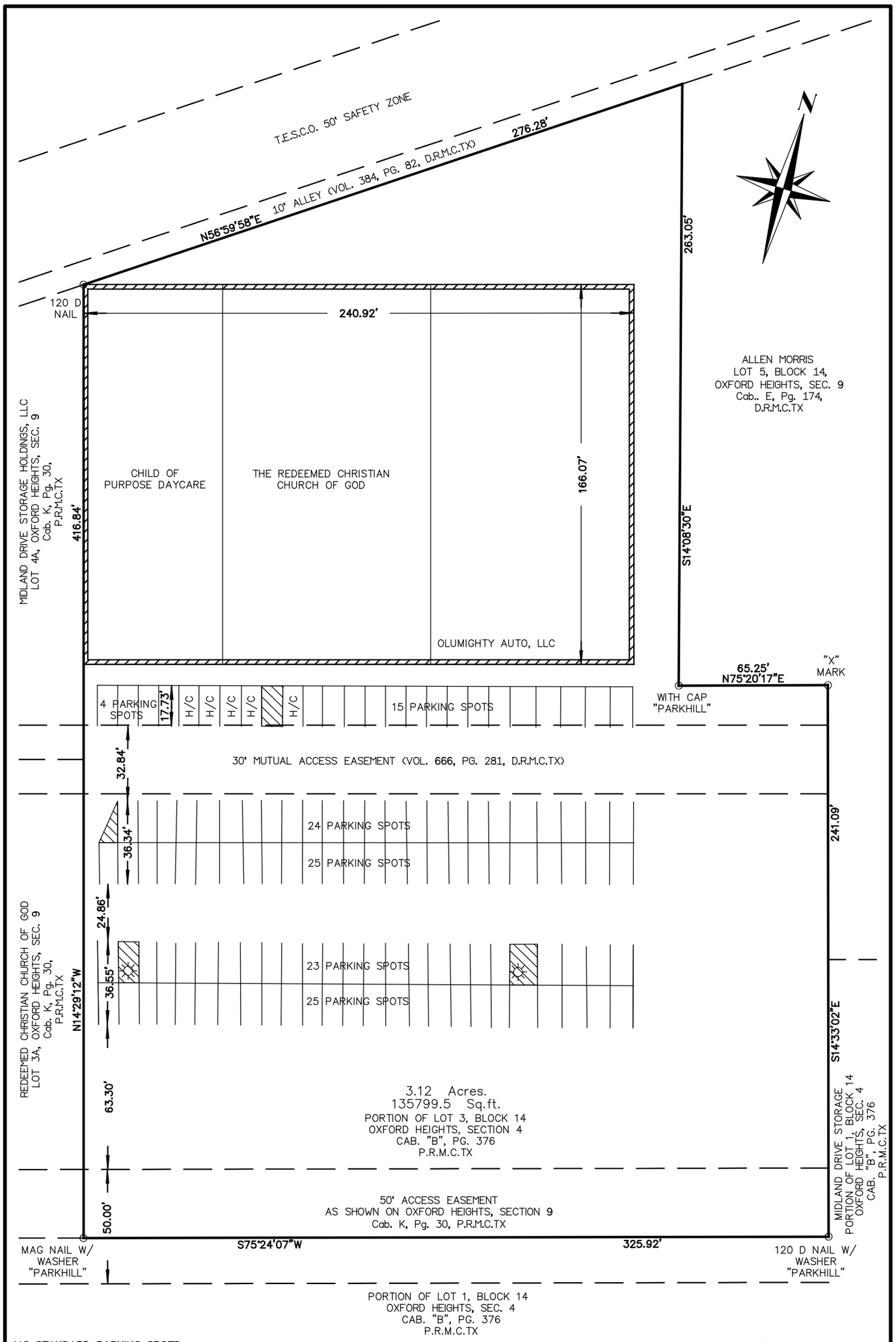
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A



116 STANDARD PARKING SPOTS
5 HANDICAPPED PARKING SPOTS
8524.5 Sq.ft. OF PARKING LOT BEING UTILIZED BY OLUMIGHTY AUTO, LLC (48 STANDARD PARKING SPOTS)
THE REDEEMED CHRISTIAN CHURCH HAS ____ SEATS

LEGEND

○ Fnd. 1/2" I.R.
☼ Light Pole

50 25 0 50

SCALE: 1" = 50'

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

CAD FILE: PLS26939 | DATA FILE: 406NMIDLANDDRIVE | DRAWN BY: MARCY N. | FIRM NO.: 10193978

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: _____

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Olumide Popoola		Phone (682) 360 3000 Email olumightyauto2018@gmail.com	
Address 406 N Midland Dr	City Midland	State	Zip

Property Owner Printed Name: Redeemed Christian Church of God		Phone (347) 737 8952 Email	
Address 406 N Midland Dr	City Midland	State TX	Zip 79703

Representative *(if different from Applicant or Property Owner)* Firm: Olumighty Auto LLC Printed Name: Olumide Popoola		Phone ( ) Email	
Address 406 N Midland Dr	City Midland	State TX	Zip 79703

Type of Permit:	*For Office Use Only* ☐ with Term ☐ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☑ No

Street Address:

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Maximum Floor Area:	**Maximum Occupancy:**

Proposed hours and days of use or operation: Car lot 9am – 7pm Mon – Sat

Reason for request: Property Code Compliance

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: This is a Car lot for Car display

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 7/7/25
Applicant (printed): Olumide Popoola	
Property Owner (signature):	Date: 7/14/25
Property Owner (printed): Acog-AOT (Olwasjbamila Omotuye)	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Olumide Popoola who, being by me duly sworn, upon oath says: That (s)he is authorized by Olwasjbamila Omotuye, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of July, 20 25, to certify which witness my hand and seal of office.

EVELIN SIGALA
Notary Public, State of Texas
My Comm. Exp. 09-27-2026
ID No. 13171623-1

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

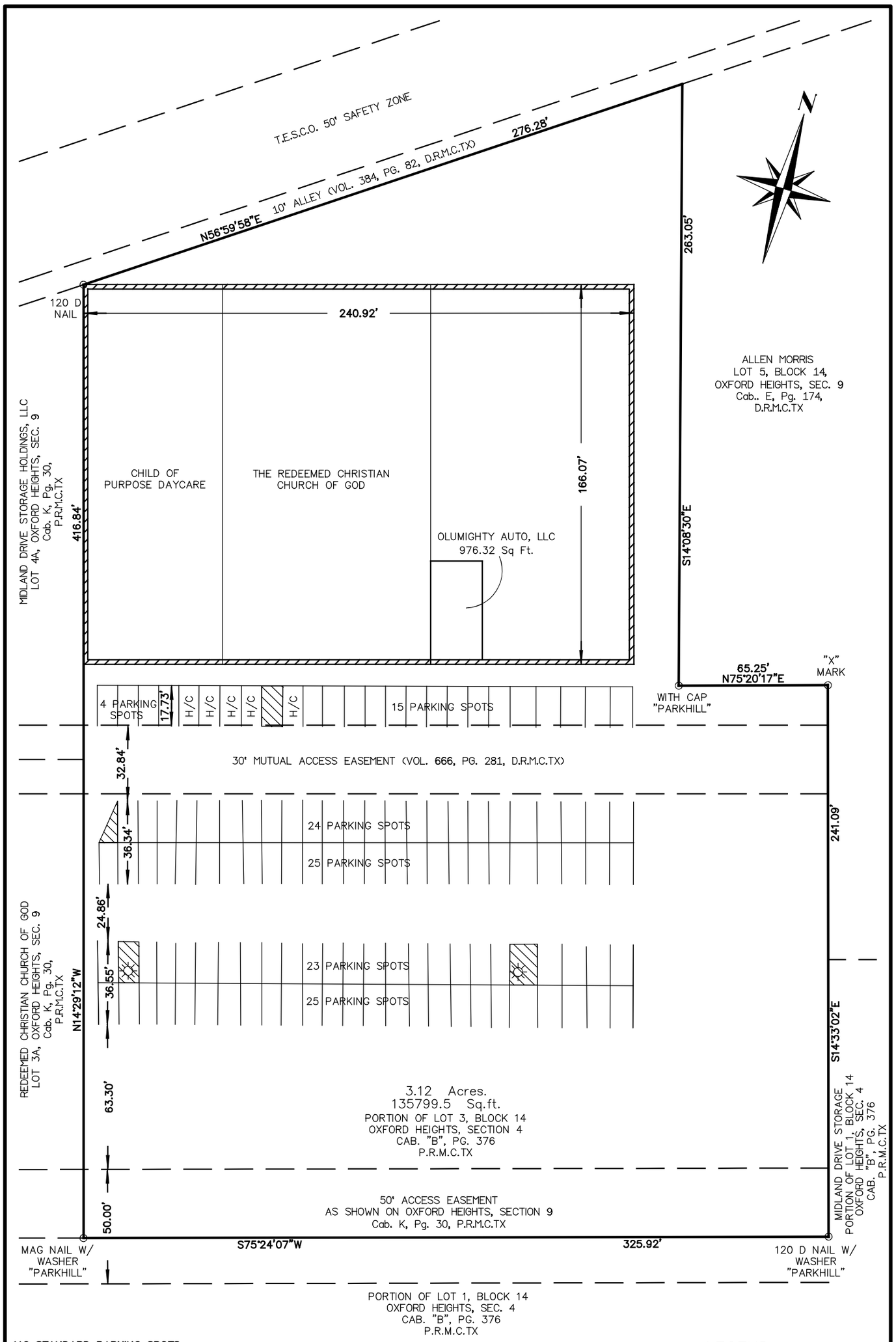
- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1313
- ☑ Dimensioned Site Plan
- ☑ Site Plan in Digital Format (PDF/JPEG)

Received By: Alexis

Date: RECEIVED
JUL 22 2025

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****



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LEGEND

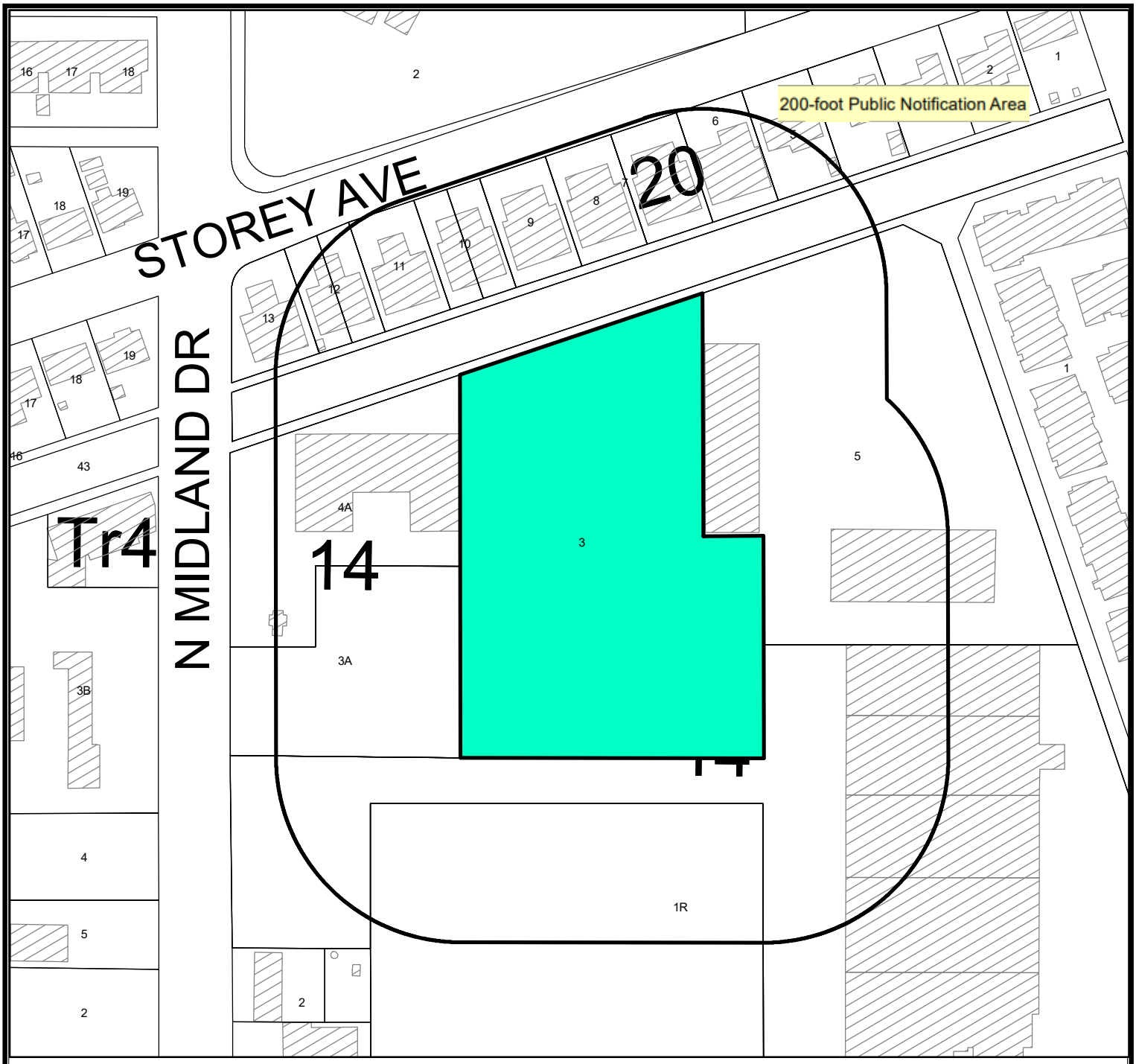
○ Fnd. 1/2" I.R.
☼ Light Pole

50 25 0 50

SCALE: 1" = 50'

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

CAD FILE: PLS26939	DATA FILE: 406NMIDLANDDRIVE	DRAWN BY: MARCY N.	FIRM NO.: 10193978



Location Map

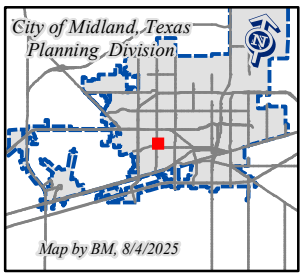
SUDwo-25-0050 **Scale: 1" = 155'**

Consider a request by Olumide Popoola for a Specific Use Designation without Term for Automobile or Other Motorized Vehicle Sales and Service on Lot 3, Block 14, Oxford Heights, Section 4, City and County of Midland, Texas.

Generally located on the east side of North Midland Drive, approximately 200 feet south of Storey Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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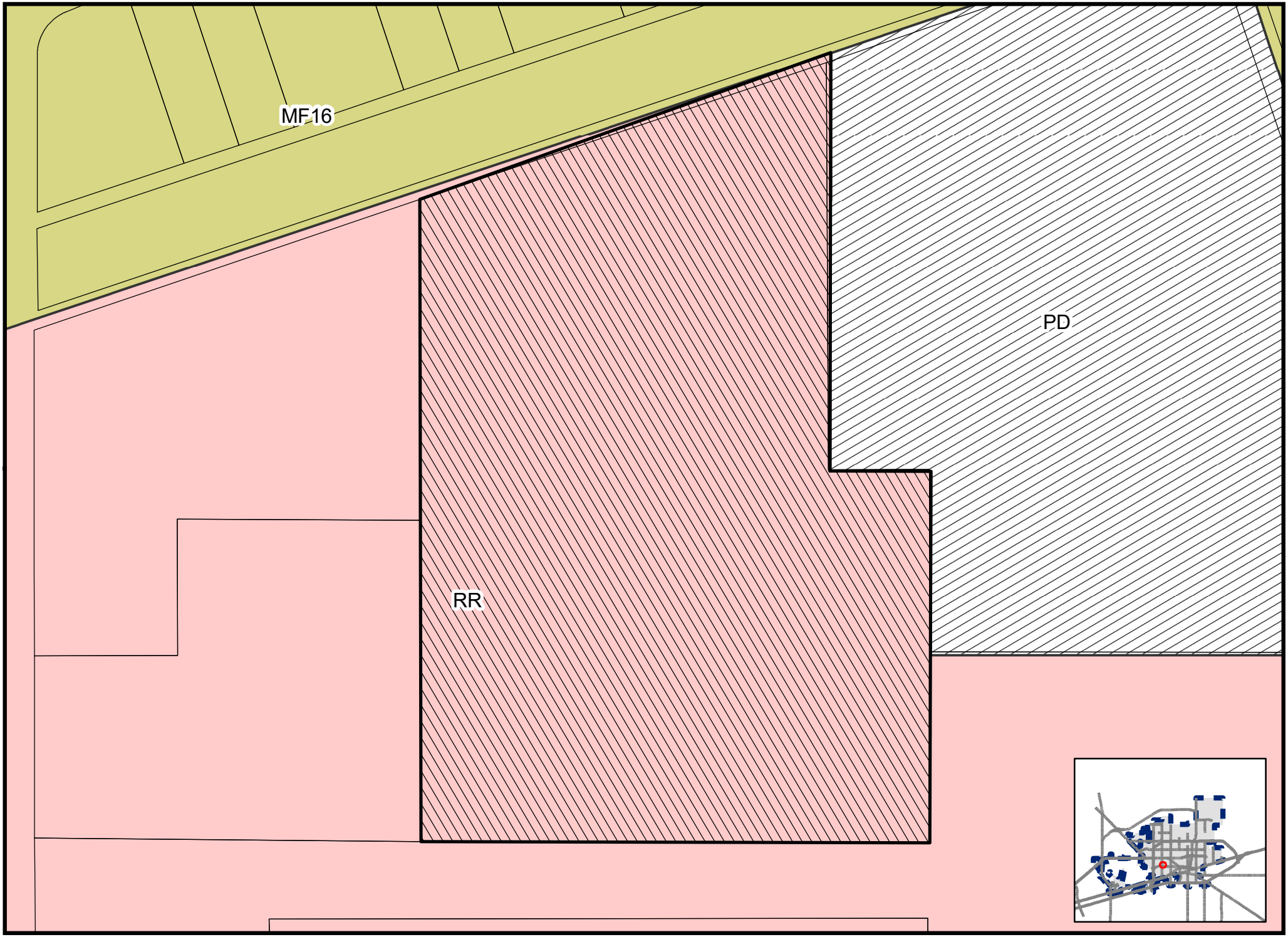
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 8/4/2025

SUDwo-25-0050

Scale: 1" = 78'

ZONING MAP

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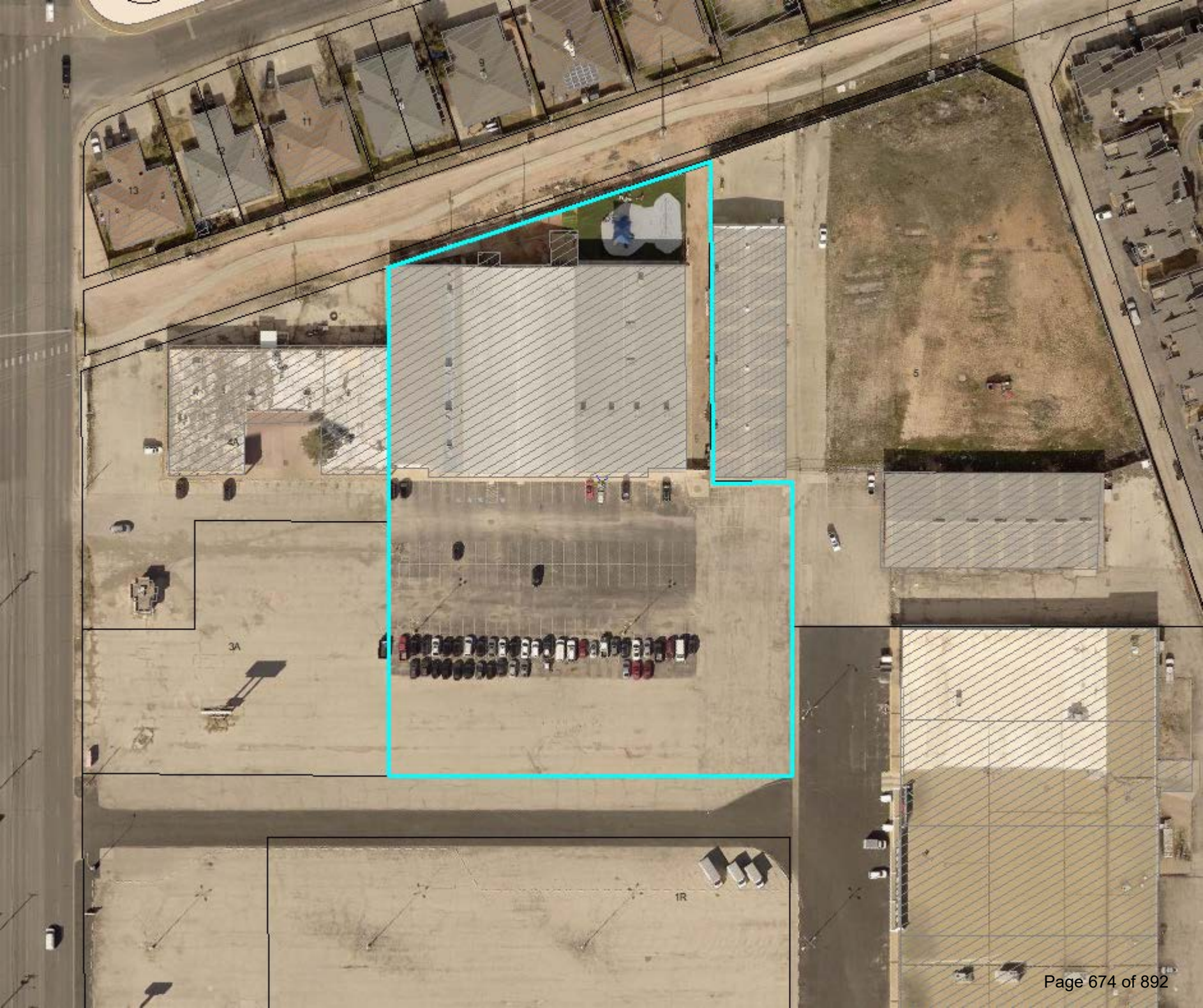
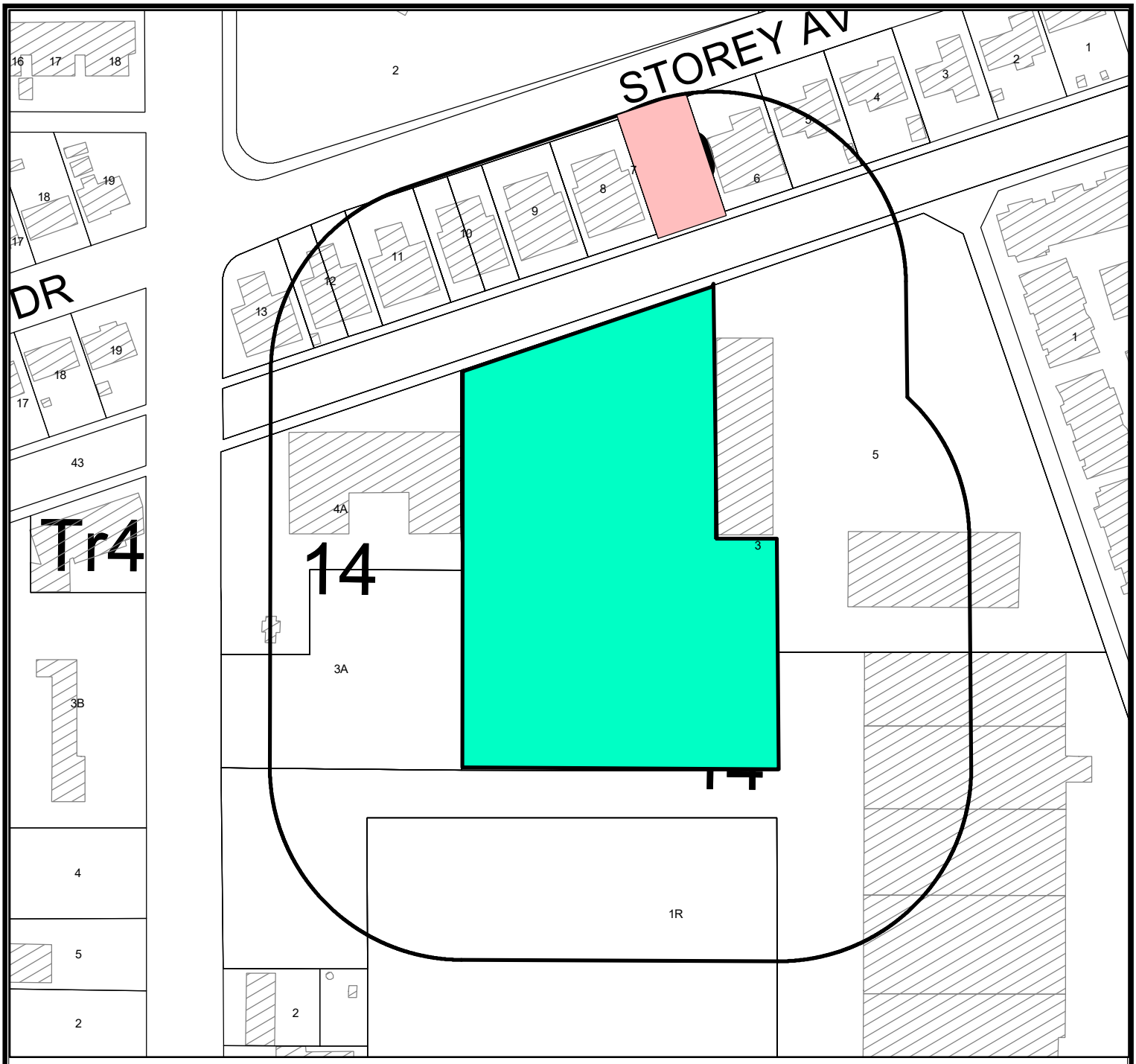

13
11
9
5
4A
3A
1R



2.3% Objection

SUDwo-25-0050 **Scale: 1" = 149'**

Consider a request by Olumide Popoola for a Specific Use Designation without Term for Automobile or Other Motorized Vehicle Sales and Service on Lot 3, Block 14, Oxford Heights, Section 4, City and County of Midland, Texas.

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LEGEND

- CITY LIMITS
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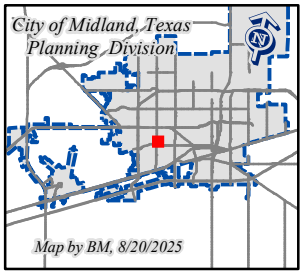

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MIDLAND
Planning Division

RECEIVED
AUG 18 2025

ADAMS FAMILY TRUST
2525 40TH AV N
FL SAINT PETERSBUR 33714-3935

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 P.M.** on **Monday, August 18, 2025,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701, on a request by Olumide Popoola for a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: Lot 3, Block 14, Oxford Heights, Section 4, City and County of Midland, Texas.

LOCATION: Generally located on the east side of North Midland Drive, approximately 200 feet south of Storey Avenue. (Council District 3)

CURRENT ZONING: RR, Regional Retail District

SPECIFIC USE: Automobile or Other Motorized Vehicle Sales and Service

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:**

WE ARE ALREADY SUBJECTED TO NOISE POLLUTION ON THE NORTH SIDE FROM PUBLIC POOL AND SCHOOL. DO NOT WANT TO SUBJECTED TO ADDITIONAL NOISE ON THE SOUTH SIDE.

Required Information:

Elizabeth Adams — Property Owner's Signature
ELIZABETH ADAMS — Printed Name
4313 STOREY AVE. — Property Address (**No P. O. Boxes**)

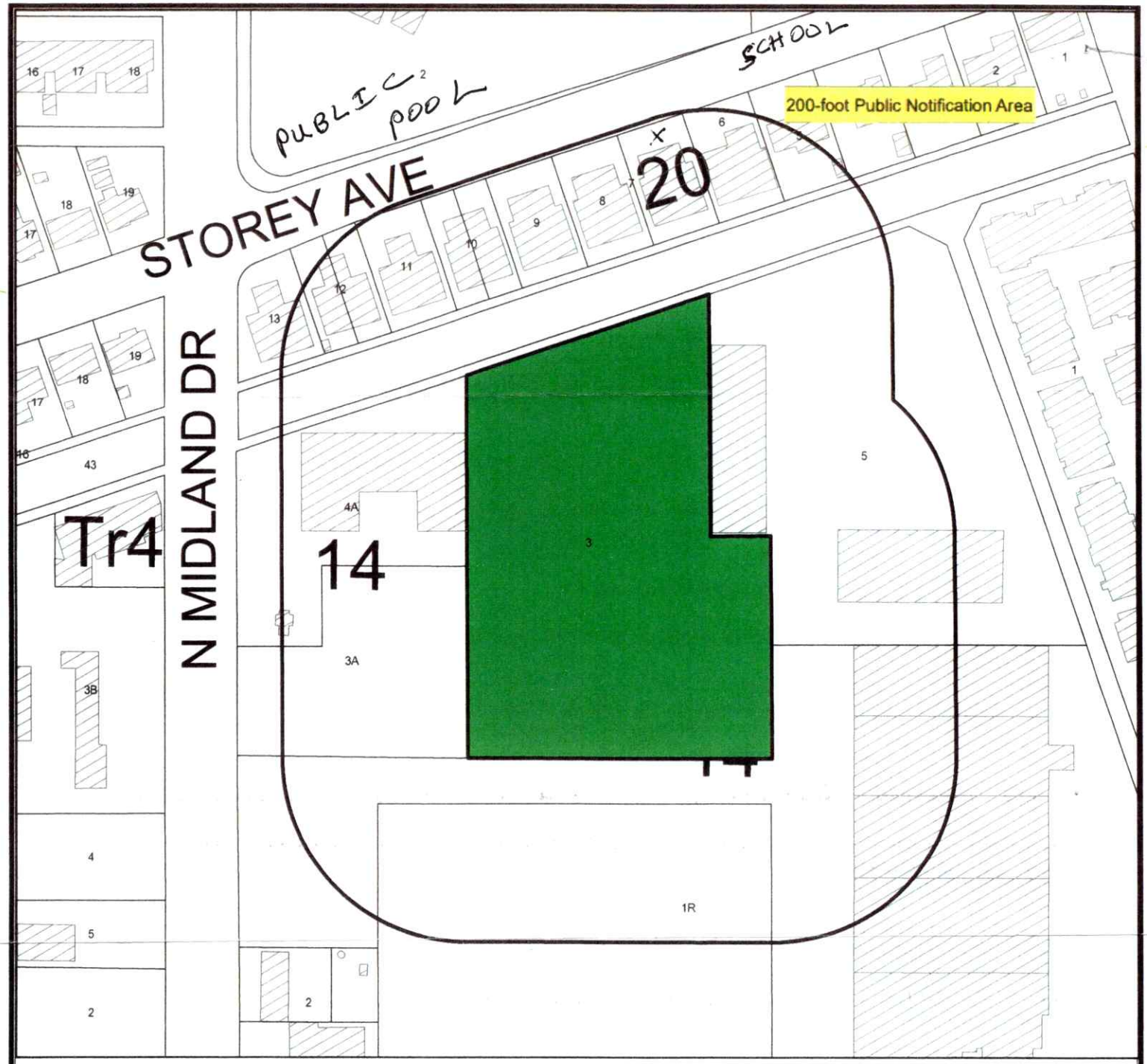
727 455 3815 — Phone Number
WAAIR1@AOL.COM — Email
THE NUMBER ONE

If any further information is desired, please contact the Planning Division at 685-7263. Si ud. desea más información en Español sobre esta cuestión, llame al : 432-685-7400

Notices Mailed:16
Date Mailed: August 7, 2025
Case Number: SUDwo-25-0050
Case Name: Redeemed Church
BM Planner's Initials

For
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing-impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting the Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.



Location Map

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Generally located on the east side of North Midland Drive, approximately 200 feet south of Storey Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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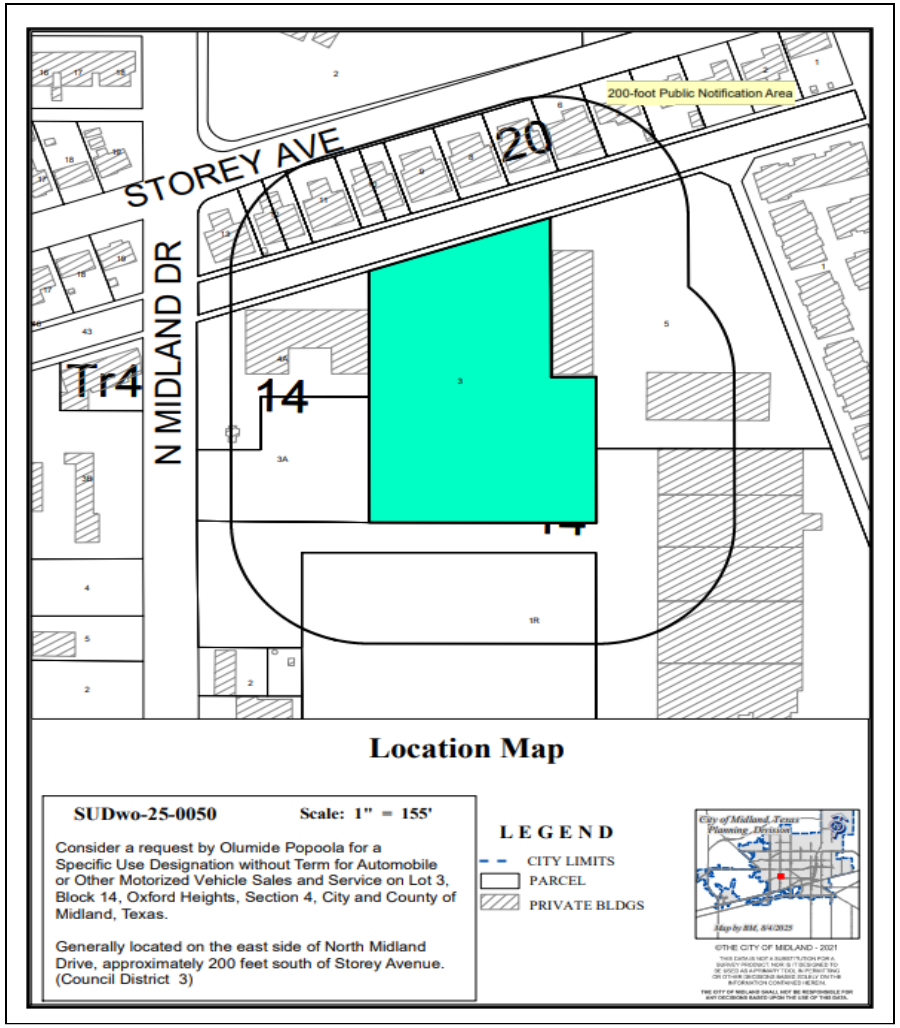
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Be the Energy!
SPECIFIC USE DESIGNATION WITHOUT TERM
OLUMIGHTY AUTO, LLC
Visit Our Website
MIDLANDTEXAS.GOV

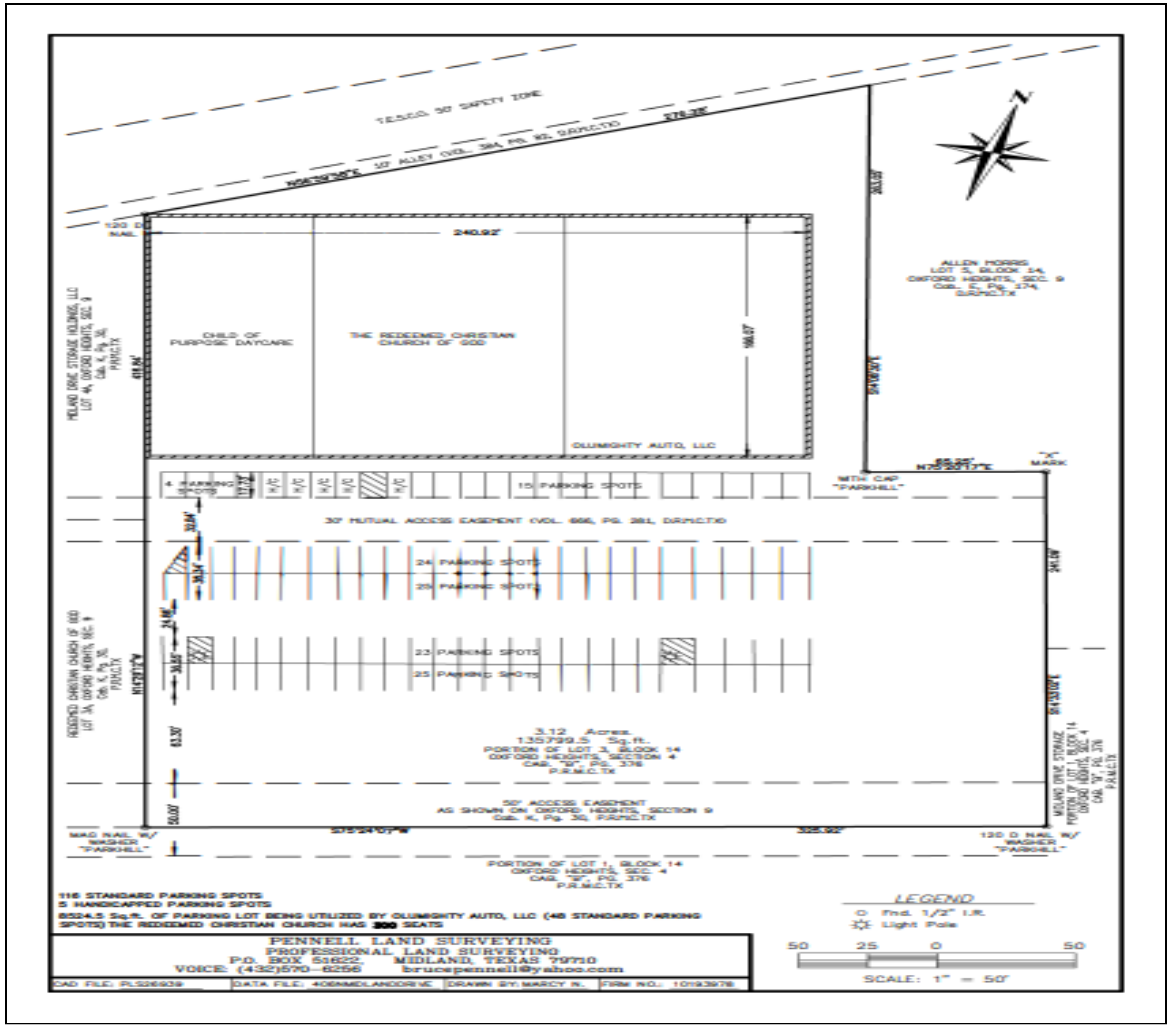
APPLICATION SUMMARY

- **Applicant:** Olumide Popoola
- **Property Owner:** Redeemed Church of God
- **Location:** 406 North Midland Drive (Council District 3)
- **Reason for Request:** For an Automobile or Other Motorized Vehicle Sales and Service



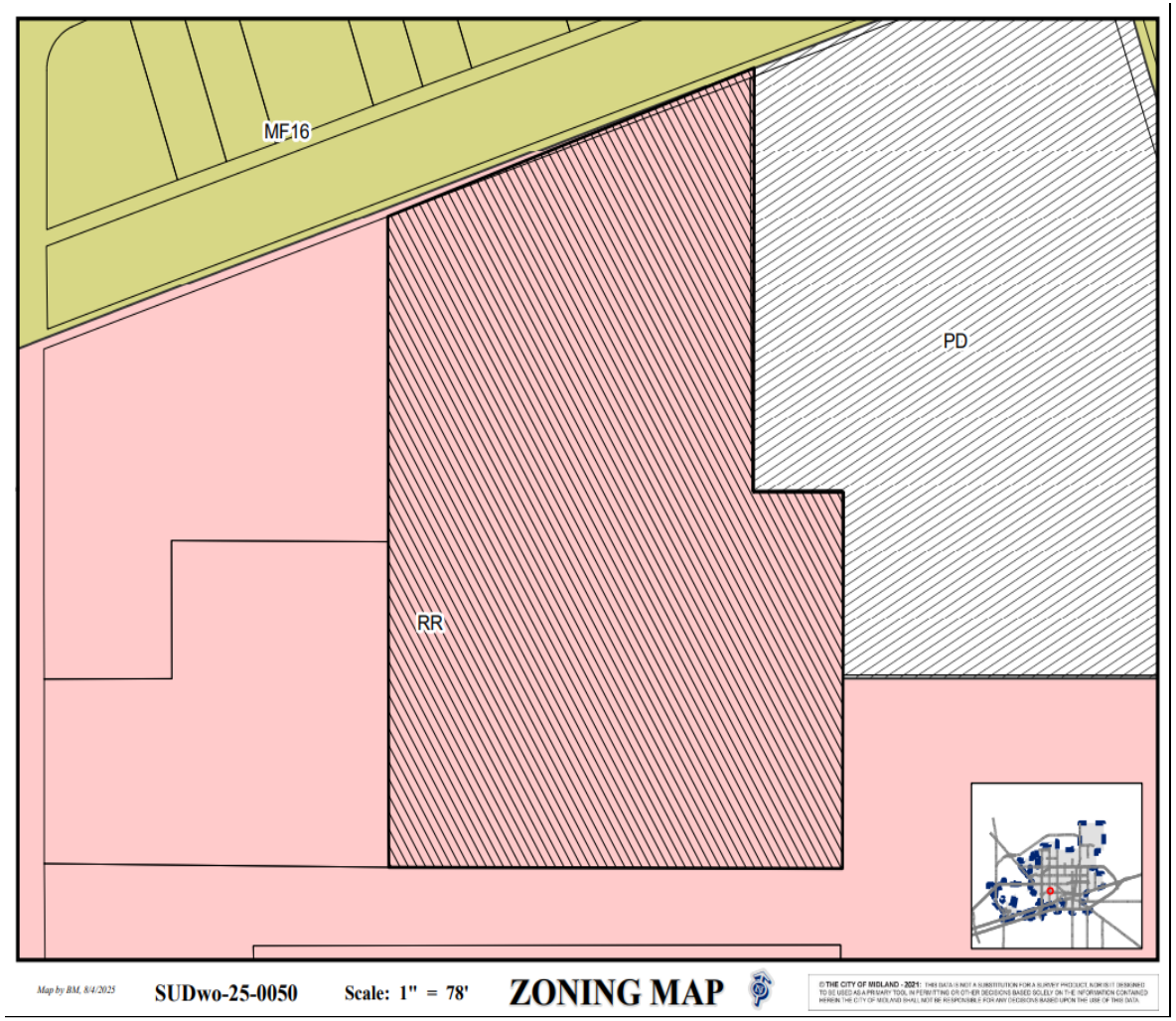
DETAILS OF REQUEST

- **Proposed Days and Hours of Operation:** Monday to Saturday from 9:00 a.m. to 7:00 p.m.
- **Proposed Days and Hours of SUDwo:** Monday to Saturday from 9:00 a.m. to 7:00 p.m.



ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** MF-16, Multiple-Family Dwelling District
  - **South/West:** RR, Regional Retail District
  - **East:** PD, Planned Development District for a Shopping Center and RR, Regional Retail District



LAND USE

- **Current Use:** Automobile or Other Motorized Vehicle Sales and Service
- **Surrounding Uses:**
  - **North:** Single-Family Housing
  - **South:** Parking Lot
  - **East:** Automobile Body Shop
  - **West:** Church and Daycare Facility

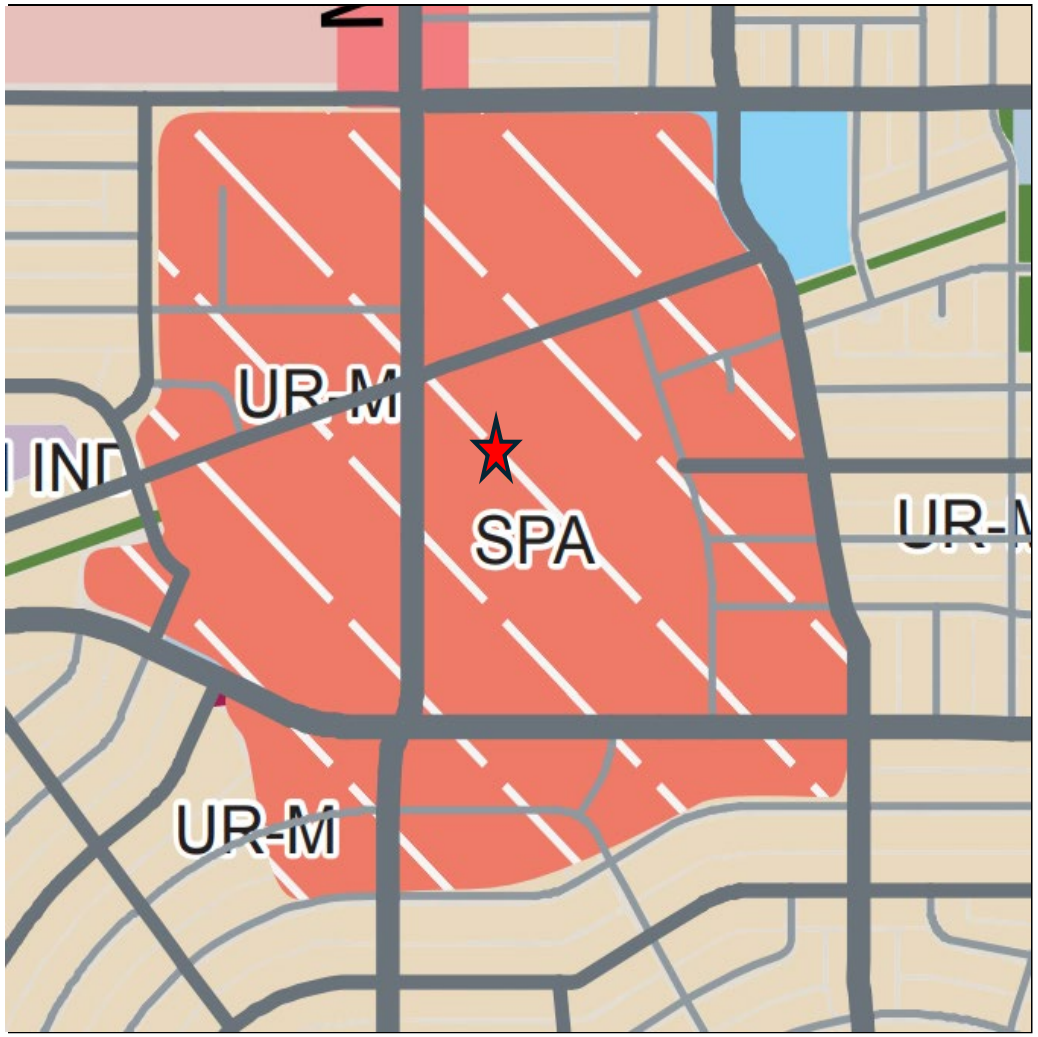
MIDLAND Be the Energy!

On an Access Easement, Looking North

MIDLAND
Be the Energy!

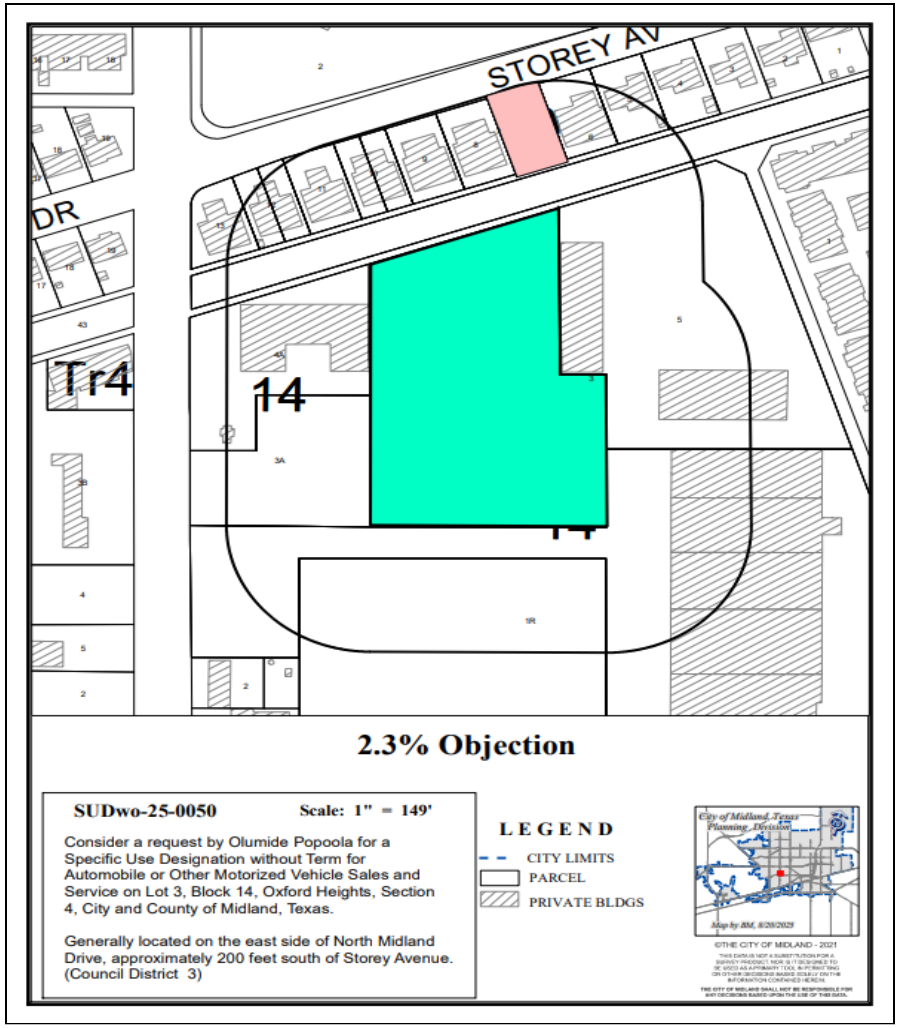
COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area
- **Supported Uses:** This is a special study area and there are no policies established for this location.



OBJECTIONS

- One objection has been received resulting in a 2.3% objection percentage. Supermajority vote is not required for approval.
- The objector voiced concerns about the increase in noise surrounding their property.



STAFF'S RECOMMENDATION

- The Planning and Zoning Commission recommended approval of this request on November 3, 2025.
- Staff recommends approval of this request with the following 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.

STAFF'S RECOMMENDATION

B. That the use and development of the Property for the Specific Use shall conform to standards set forth in Section 11-1-4.04.A.6 of the City Code.

C. That the operator of the Specific Use shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

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: November 18, 2025
To: City Council
From: Lori Elliott, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 29 AND 30, BLOCK 3, COUNTRY SKY ADDITION, SECTION 28, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WIND CHASE AND DESERT WIND), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

Purpose:
Maverick Engineering, on behalf of Midland Sagebrush Properties, LLC, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for Lots 29 and 30, Block 3, Country Sky Addition, Section 28 to subdivide into 5 lots.

Recommended Action:
Approve

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned CE, Country Estate District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot area is 1.00 acre for the CE, Agricultural Estate zoning district. The applicant is in the process of platting this tract of land into five lots. All of the five proposed lots do not meet the 1.00-acre requirement for CE zoning, with the smallest lot being 0.54-acres. Even with all of the surrounding zoning being CE, Country Estate District, multiple lots in this area do not meet the 1.00-acre minimum lot requirement. The surrounding lots that are under 1.00-acres are considered existing non-conforming lots due to their establishment prior to the new zoning ordinance regulations. Based off of the multiple surrounding lots in this area that also do not meet the 1.00-acre minimum lot

size requirement, the proposed subdivision would not affect the character of the neighborhood.

The subject property is currently vacant. If the special exception and final plat are approved, the owner plans to construct five single-family dwellings for each respective lot. The special exception must be approved prior to final plat submittal.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE and floodway, which are Special Flood Hazard Area subject to inundation by the 1% annual chance flood. No above ground construction or fill may be placed within the FEMA designated floodway. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finished construction will be required for the Certificate of Occupancy. [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 (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 lot sizes, subject to the following condition.

Condition:

A. That said Special Exception shall be of no force or effect unless and until the Property is replatted into five lots that are substantially similar to those shown in Exhibit

A, which is attached hereto and incorporated herein for all purposes, with the smallest lot having a minimum lot area of 0.54 acres.

Letters of Objection:

Staff has not received any letters of objection as of November 7, 2025.

Attachments:

A. ORDINANCE W/EXH - E-25-0148.Midland Sagebrush Properties - Red Min Lot Area Ord
B. E-25-0148, Country Sky Add'n, Sect 31, Combined
C. CC - - Country Sky Addition, Section 31, Special Exception

Lori Elliott, Development Services	Created/Initiated - 11/4/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 29 AND 30, BLOCK 3, COUNTRY SKY ADDITION, SECTION 28, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WIND CHASE AND DESERT WIND), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

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 Lots 29 and 30, Block 3, Country Sky Addition, Section 28, City and County

of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot area.

SECTION TWO. Said special exception is subject to the following special conditions:

> That said special exception shall be of no force or effect unless and until the Property is replatted into five lots that are substantially similar to those shown in Exhibit A, which is attached hereto and incorporated herein for all purposes, with the smallest lot having a minimum lot area of 0.54 acres.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

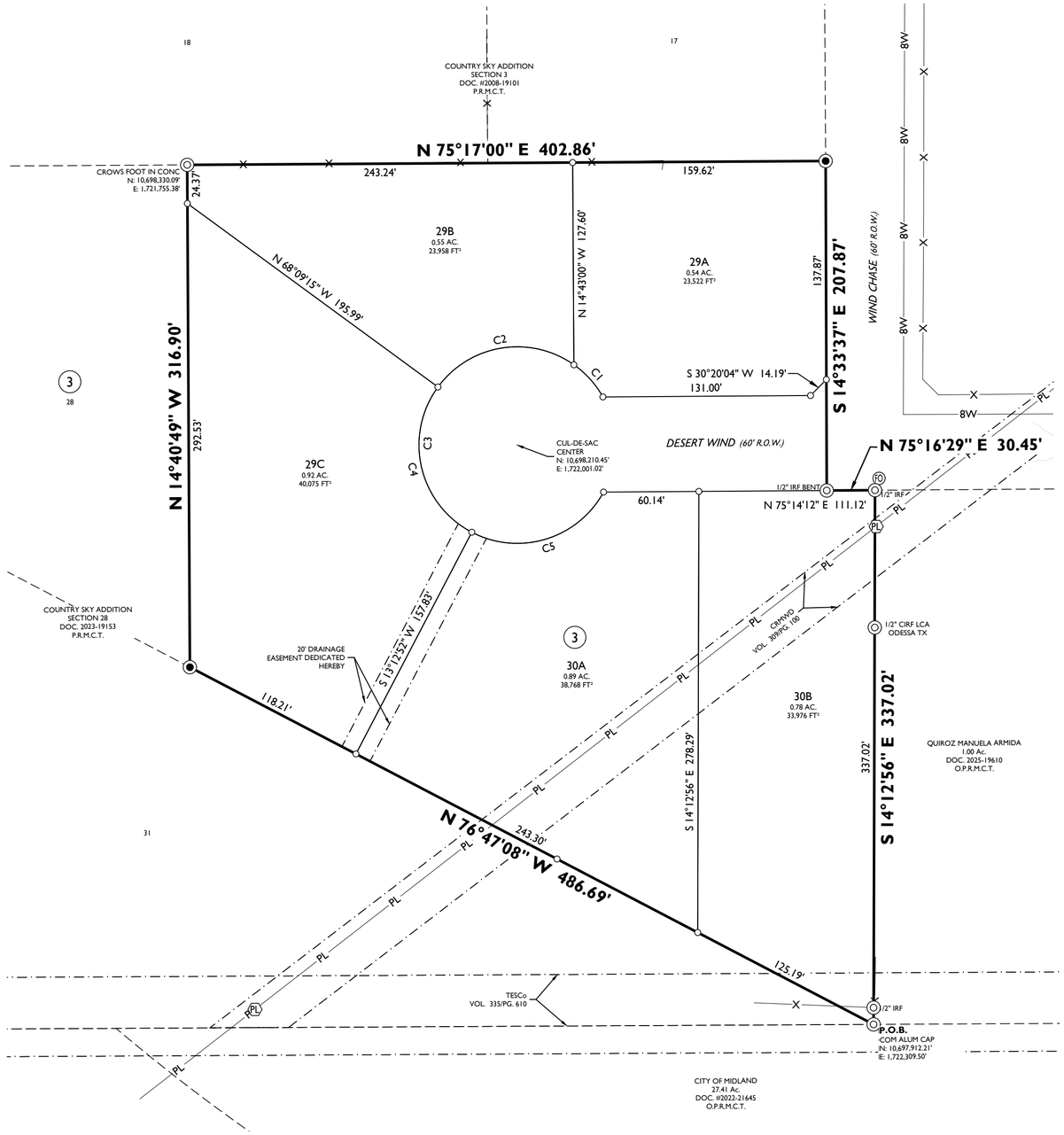
APPROVED AS TO CONTENT
AND COMPLETENESS:

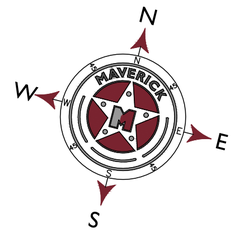
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A





0' 60' 120'

ORIGINAL SCALE: 1" = 60'

LEGEND

- SET MONUMNT
- FOUND MONUMENT AS NOTED
- FO — FIBER OPTIC PEDESTAL
- PL — PIPELINE MARKER
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENT
- X — FENCE
- OH — OVERHEAD ELECTRIC LINE
- 8W — 8" WATER MAIN
- PL — PIPE LINE

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.*
5. *THIS IS A PROVISIONAL SKETCH PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	27.57'	62.00'	27.34'	N 56° 26' 19" W	25°28'25"
C2	96.28'	62.00'	86.90'	S 66° 20' 07" W	88°58'43"
C3	326.93'	62.00'	60.00'	S 14° 45' 48" E	302°07'23"
C4	106.73'	62.00'	94.03'	S 27° 28' 12" E	98°37'54"
C5	96.35'	62.00'	86.94'	N 58° 41' 41" E	89°02'21"

F:\2025\250189-MIDLAND SAGEBRUSH PROPERTIES-COUNTRY SKY ADDITION\DRAWINGS\EXHIBIT\250189 - SPECIAL EXCEPTION EXHIBIT.DWG Last Save by: SDavis 10/20/25

SURVEYOR: *GWS*	*SCALE:* *1" = 60'*	*APPROVAL DATE:*	*I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.*
DRAWN BY: *SD*	*JOB NO.:* *250189*	*REV 1:*	
APPROVED:	*FIELD WORK DATE:* *9.23.25*	*REV 2:*	*GREGORY W. SHOULTS R.P.L.S.#5356*

STATE OF TEXAS · REGISTERED · GREGORY W. SHOULTS · 5356 · PROFESSIONAL LAND SURVEYOR

OCTOBER 20, 2025

M A V E R I C K

CIVIL ENGINEERING / LAND SURVEYING

ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

SPECIAL EXCEPTION EXHIBIT
CURRENT ZONING: CE

BEING ALL OF LOTS 29 & 30, BLOCK 3, COUNTRY SKY ADDITION, SECTION 28, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AS RECORDED IN DOCUMENT #2023-19153 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: MIDLAND SAGEBRUSH PROPERTIES LLC		Phone (432) 262-0999 Email	
Address PO BOX 5208	City MIDLAND	State TX	Zip 79704

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ANDREW MELLEN		Phone (432) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TX	Zip 79701

Street Address:

Legal Description
Lot: 29 and 30 Block: 3 Subdivision: COUNTRY SKY ADDITION SECTION 28

Current Zoning: CE

This property qualifies as an exception to the City Code because:

- ☒ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: TO DEVELOP 6 RESIDENTIAL LOTS UNDER THE 1 ACRE MINIMUM REQUIRED BY THE CE ZONING.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 10/25/25
Applicant (printed): Matthew Williams	
Property Owner (signature):	Date: 10/25/25
Property Owner (printed): Matthew Williams	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Deine who, being by me duly sworn, upon oath says: That (s)he is authorized by Matthew Williams, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Deine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20 day of October, 2025, to certify which witness my hand and seal of office.

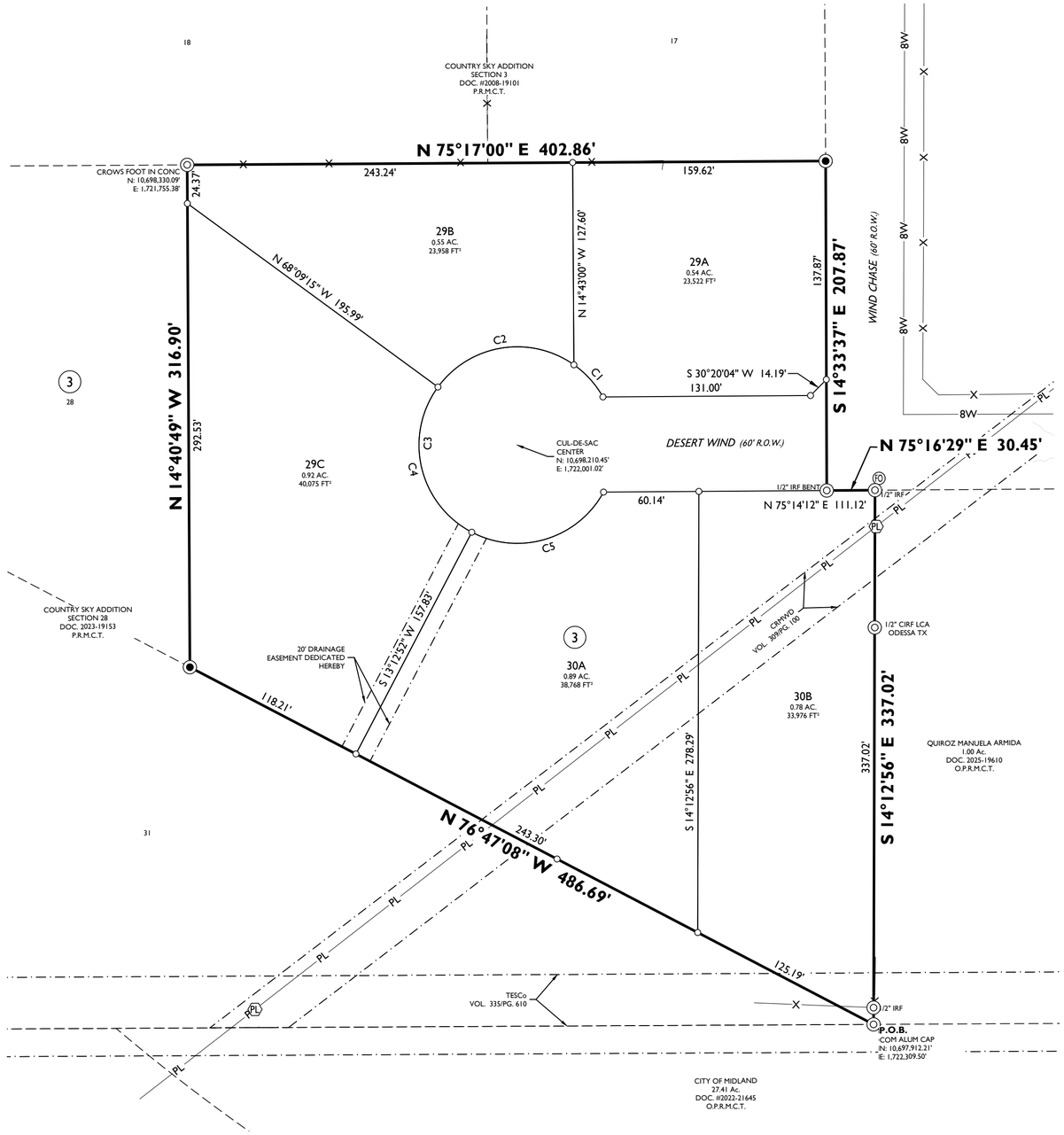
SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

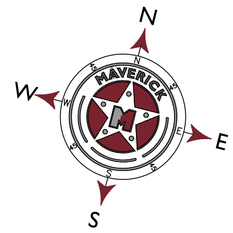
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5620	RECEIVED OCT 21 2025
Received By:	Date: Initial:

****Application will not be considered for scheduling until reviewed by a planner.****





0' 60' 120'

ORIGINAL SCALE: 1" = 60'

LEGEND

- SET MONUMNT
- FOUND MONUMENT AS NOTED
- FO — FIBER OPTIC PEDESTAL
- PL — PIPELINE MARKER
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENT
- X — FENCE
- OH — OVERHEAD ELECTRIC LINE
- 8W — 8" WATER MAIN
- PL — PIPE LINE

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.*
5. *THIS IS A PROVISIONAL SKETCH PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	27.57'	62.00'	27.34'	N 56° 26' 19" W	25°28'25"
C2	96.28'	62.00'	86.90'	S 66° 20' 07" W	88°58'43"
C3	326.93'	62.00'	60.00'	S 14° 45' 48" E	302°07'23"
C4	106.73'	62.00'	94.03'	S 27° 28' 12" E	98°37'54"
C5	96.35'	62.00'	86.94'	N 58° 41' 41" E	89°02'21"

F:\2025\250189-MIDLAND SAGEBRUSH PROPERTIES-COUNTRY SKY ADDITION\DRAWINGS\EXHIBIT\250189 - SPECIAL EXCEPTION EXHIBIT.DWG Last Save by: SDavis 10/20/25

SURVEYOR: *GWS*	*SCALE:* *1" = 60'*	*APPROVAL DATE:*	*I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.*
DRAWN BY: *SD*	*JOB NO.:* *250189*	*REV 1:*	
APPROVED:	*FIELD WORK DATE:* *9.23.25*	*REV 2:*	*GREGORY W. SHOULTS R.P.L.S.#5356*

STATE OF TEXAS · REGISTERED · GREGORY W. SHOULTS · 5356 · PROFESSIONAL LAND SURVEYOR

OCTOBER 20, 2025

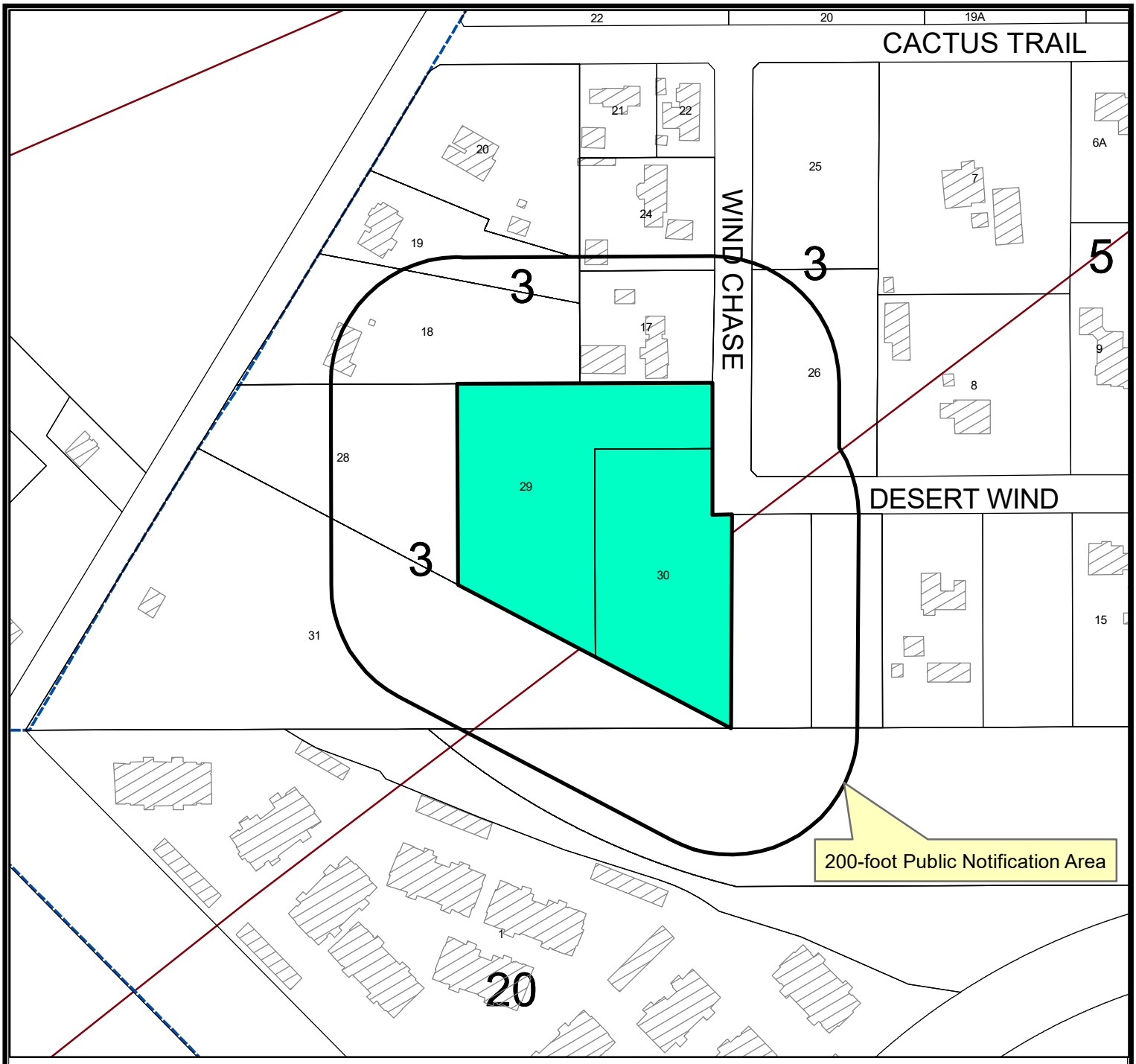
M A V E R I C K

CIVIL ENGINEERING / LAND SURVEYING

ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

SPECIAL EXCEPTION EXHIBIT
CURRENT ZONING: CE

BEING ALL OF LOTS 29 & 30, BLOCK 3, COUNTRY SKY ADDITION, SECTION 28, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AS RECORDED IN DOCUMENT #2023-19153 OF THE PLAT RECORDS OF MIDLAND COUNTY, TEXAS



Location Map

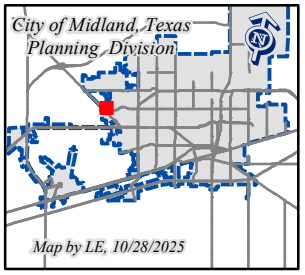
SUB-25-0912 **Scale: 1" = 1,463 '**

Consider a request by Maverick Engineering, on behalf of Midland Sagebrush Properties, LLC, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for Lots 29 and 30, Block 3, Country Sky Addition, Section 28, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Wind Chase and Desert Wind. (Council District 4)

LEGEND

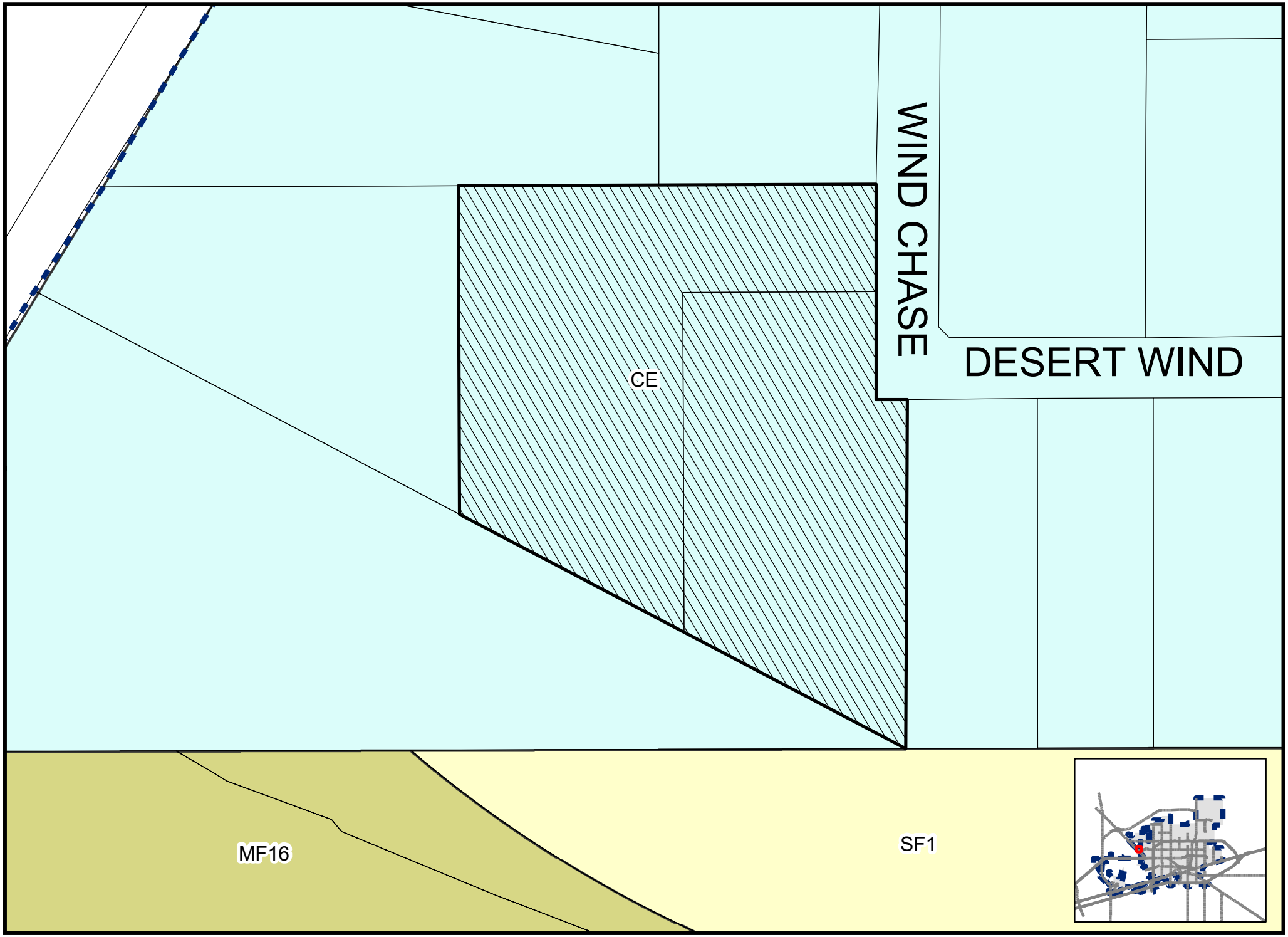
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©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, 10/29/2025

E-25-0148

Scale: 1" = 1,000'

ZONING MAP

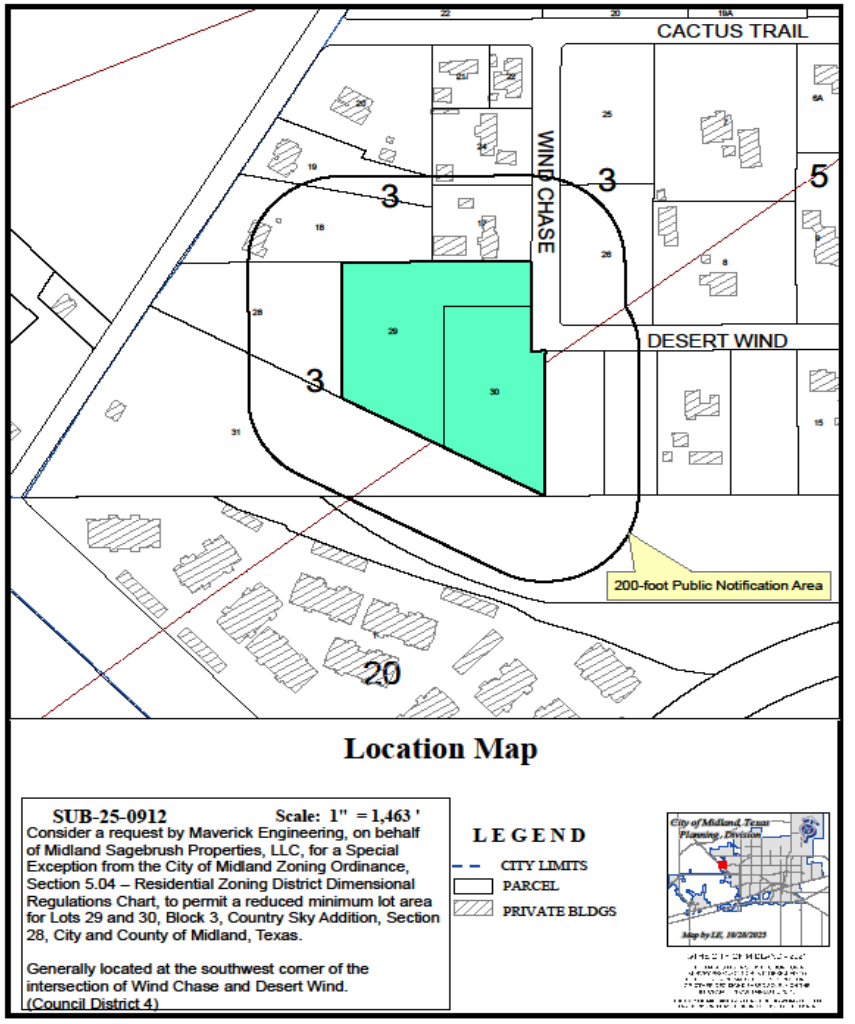
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY USER OR THIRD

WIND CHASE
DESERT WIND
3
3
5
3

MIDLAND
Be the Energy!
SPECIAL EXCEPTION
COUNTRY SKY ADDITION, SECTION 31
Visit Our Website
MIDLANDTEXAS.GOV

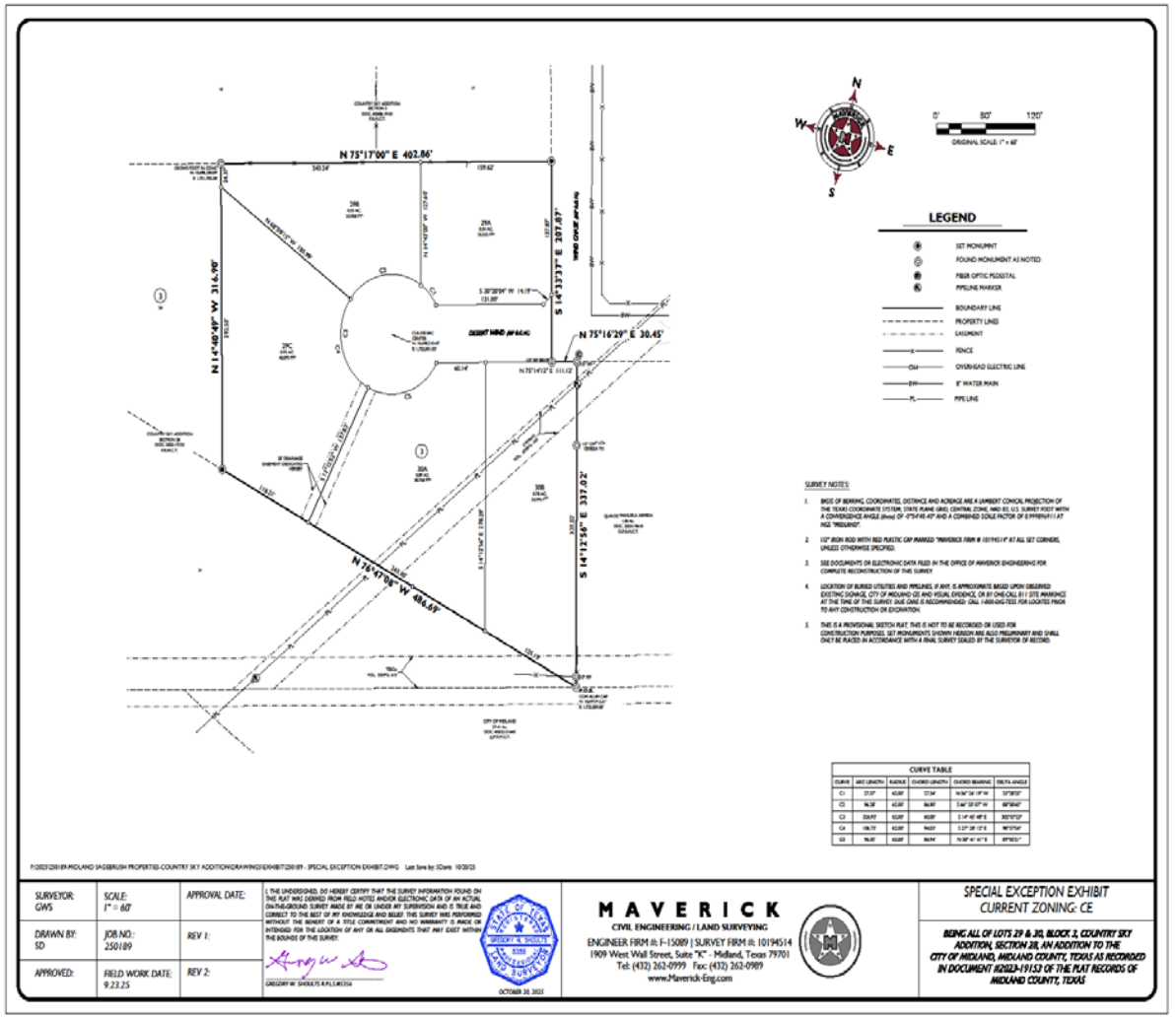
APPLICATION SUMMARY

- **Applicant/Property Owner:** Midland Sagebrush Properties, LLC
- **Representative:** Andrew Mellen with Maverick Engineering
- **Location:** Generally located at the southwest corner of the intersection of Wind Chase and Desert Wind(Council District 4)
- **Reason for Request:** For a reduced minimum lot area for the resulting five lots



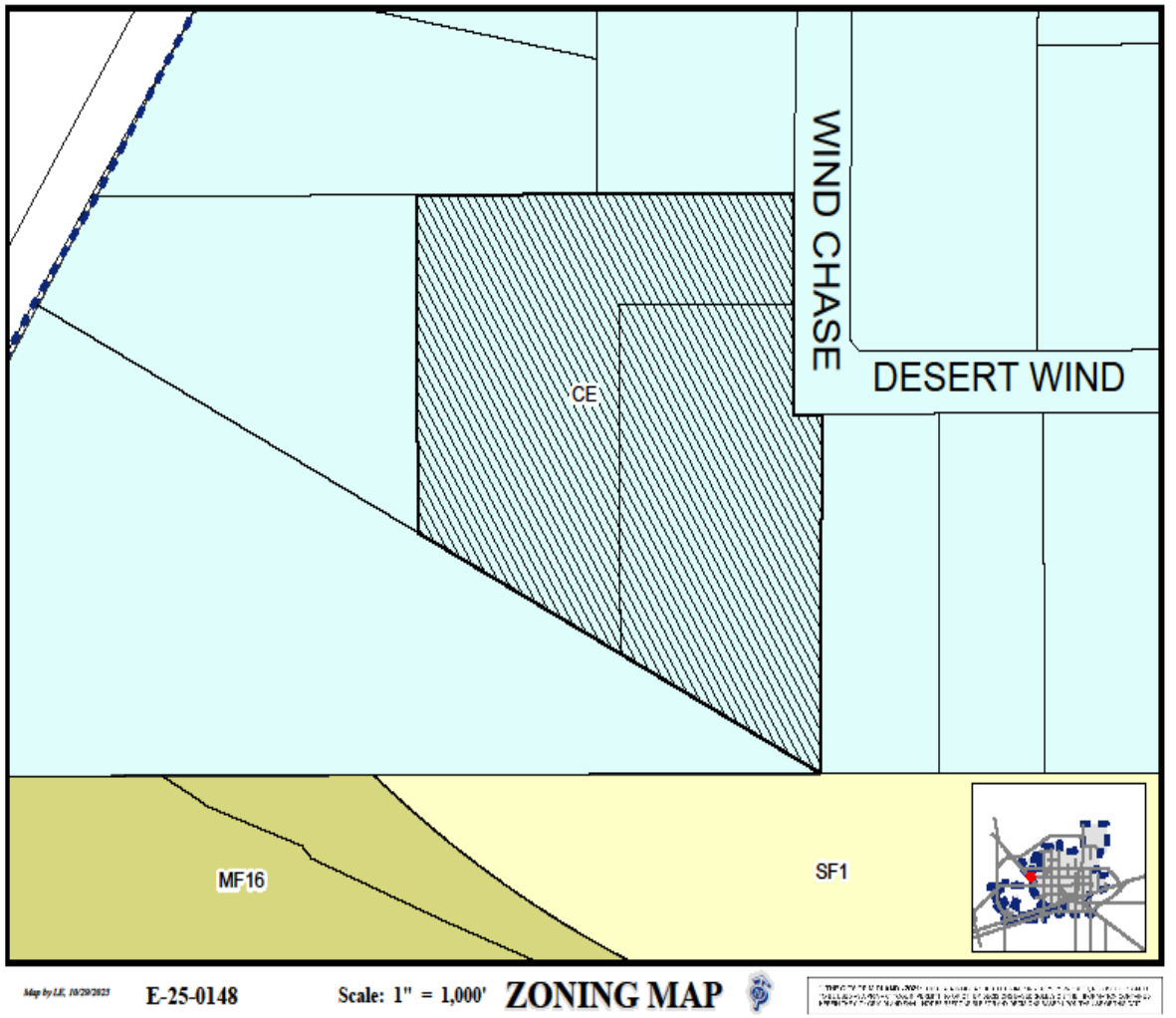
DETAILS OF REQUEST

- **Code Requirement:** The minimum lot area for the CE, Country Estate District is 1.00-acre per Section 5.04- Residential Zoning District Dimensional Regulations Chart.
- **Variance Requested:** A reduced minimum lot area of 0.54-acre for the smallest of the 5 lots. (0.46-acre variance)



ZONING

- **Current Zoning:** CE, Country Estate District
- **Surrounding Zoning:**
  - **North/East/South/West:** CE, Country Estate District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North:** Single-Family Housing
  - **South/West/East**: Vacant land
- **Proposed Use:** Single-Family Housing

MIDLAND
Be the Energy!

On Desert Wind, Looking West

MIDLAND
Be the Energy!

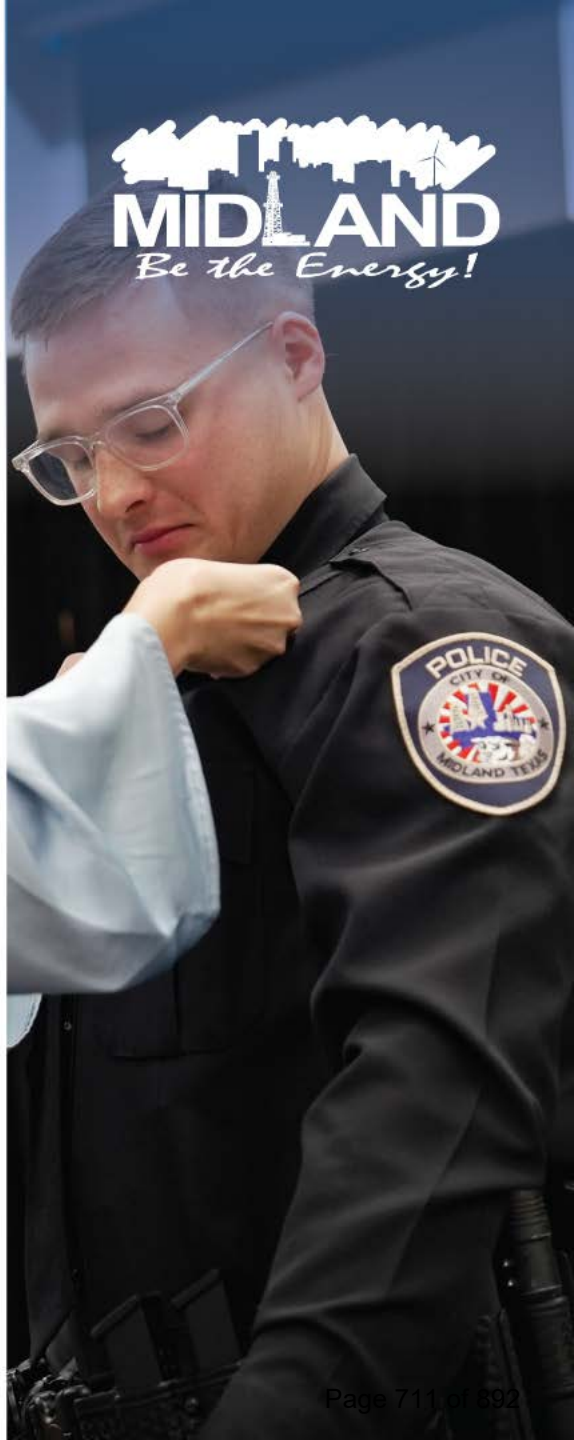
RELATED ITEMS

- In addition to the Special Exception request, the property is currently in the platting process.

STAFF'S RECOMMENDATION

- No objections were received as of November 14, 2025
- Staff recommends approval of this request with the following condition:

A. That said Special Exception shall be of no force or effect unless and until the Property is replatted into five lots that are substantially similar to those shown in Exhibit A, which is attached hereto and incorporated herein for all purposes, with the smallest lot having a minimum lot area of 0.54 acres.



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: November 18, 2025
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE NORTH 270.30 FEET OF TRACT 18, MELODY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF MEADOWLARK LANE, APPROXIMATELY 475 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

Purpose:
Maverick Engineering, on Austin Gray, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for the property located at 4509 Meadowlark Lane in order to rebuild a single-family home

Recommended Action:
Approve

Fiscal Impact:
No City funds are required to process this request.

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
The subject property is zoned AE, Agricultural Estate District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot area is 2.00-acres for the AE, Agricultural Estate zoning district. The applicant is in the process of correcting the lot lines to plat this lot, but the lot size will be 1.391-acres. Even with all of the surrounding zoning being AE, Agricultural Estate District, multiple lots in this area do not meet the 2.00-acre minimum lot requirement. The surrounding lots that are under 2.00-acres are considered existing non-conforming lots due to their establishment prior to the new zoning ordinance regulations. Based off of the multiple surrounding lots in this area that also do not meet the 2.00-acre minimum lot size requirement, the proposed subdivision would not affect the character of the neighborhood.

The subject property is currently a single-family home. If the special exception and final plat are approved, the owner plans to demolish the existing single-family home and rebuild. The special exception must be approved prior to final plat submittal.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objections. [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 similar lot sizes subject to the following conditions.

Conditions:

A. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot
B. That the lot resulting from the replat shall have a minimum lot area of 1.391 acres.

Letters of Objection:

Staff has not received any letters of objection as of November 7, 2025.

Attachments:
A. ORDINANCE - E-25-0147.Austin Gray - Red Min Lot Area Ord
B. E-25-0147, Combined Files
C. CC - - 4509 Meadowlark Lane, Special Exception

Angelina Bettanini, Development Services — Created/Initiated - 11/5/2025
Landon Ochoa, Development Services — Approved - 11/7/2025

Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE NORTH 270.30 FEET OF TRACT 18, MELODY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF MEADOWLARK LANE, APPROXIMATELY 475 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

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 north 270.30 feet of Tract 18, Melody Acres Addition, City and County

of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot area.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

B. That the lot resulting from the replat shall have a minimum lot area of 1.391 acres.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading

on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

Nicholas Toulet, City Attorney

MIDLAND Planning Division

Special Exception Application

Project Number: E-25-0147

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: AUSTIN GRAY		Phone (432)235-2206 Email gray_austin@yahoo.com	
Address 4509 MEADOWLARK LANE	City MIDLAND	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ANDREW MELLEN		Phone (432) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TX	Zip 79701

Street Address: 4509 MEADOWLARK LANE

Legal Description
Lot: Block: Subdivision:

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☒ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: TO BE ABLE TO OBTAIN A BUILDING PERMIT FOR HIS HOME.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 10-6-25
Applicant (printed): Austin Gray	
Property Owner (signature):	Date: 10-6-25
Property Owner (printed): Austin Gray	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Austin Gray, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 6th day of October, 20 25, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5598	
Received By:	Date: 10/7/25

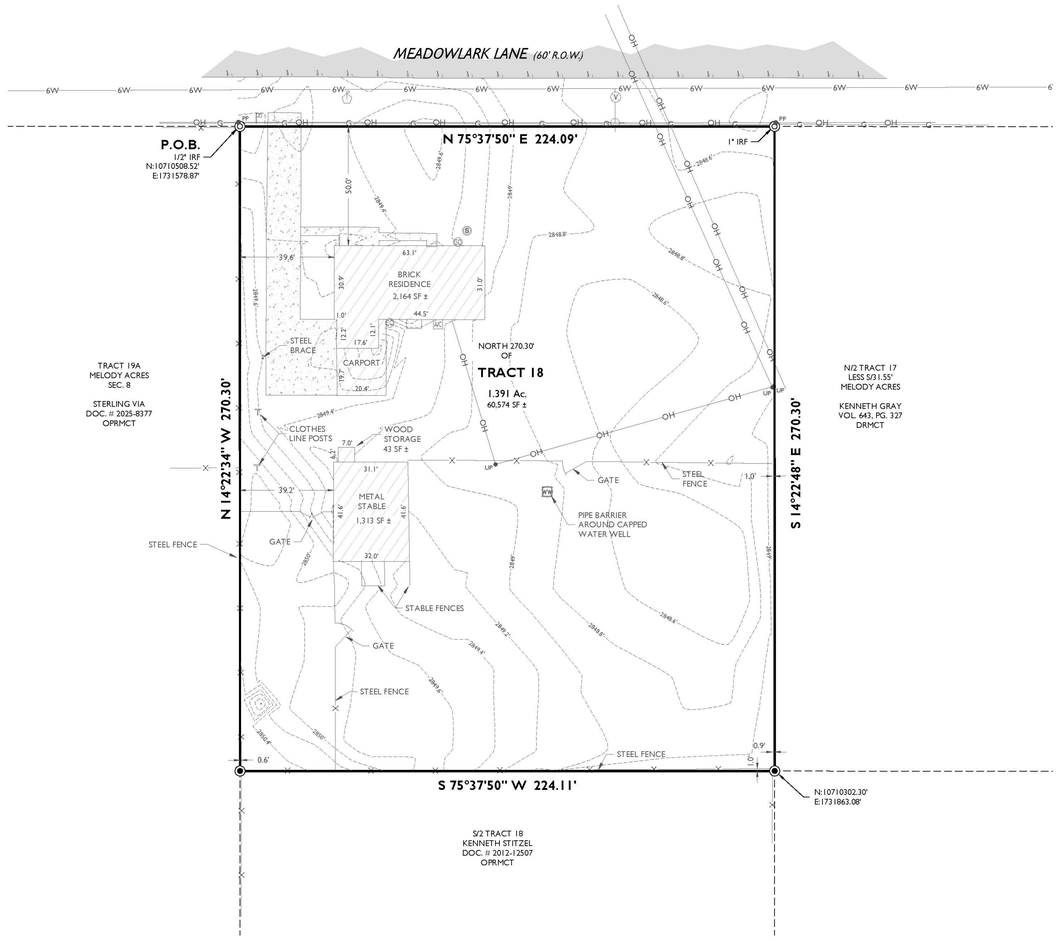
RECEIVED
OCT 07 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

SKETCH PLAT

MELODY ACRES
SECTION 20

BEING A REPLAT OF THE NORTH 270.30' OF TRACT 18
MELODY ACRES, AN ADDITION
TO THE CITY & COUNTY OF MIDLAND, TEXAS.



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

GREGORY W. SHOULTS RPLS#5356
MAVERICK ENGINEERING (TX FIRM #10194514)
1909 W. WALL STREET, SUITE, K
MIDLAND, TX 79701

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS AUSTIN GRAY, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT AUSTIN GRAY, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS MELODY ACRES, SECTION 20, AN ADDITION TO THE CITY OF MIDLAND, TEXAS, AND, HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS AND EASEMENTS SHOWN THEREON.

WITNESS MY HAND AT MIDLAND, TEXAS THIS THE_____DAY OF _____, 2025.

BY: AUSTIN GRAY

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025
BY AUSTIN GRAY

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

OPTIMUM
BY: _____

ASTOUND BROADBAND
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

CERTIFICATE OF APPROVAL

FOR APPROVAL BY COMMISSION:

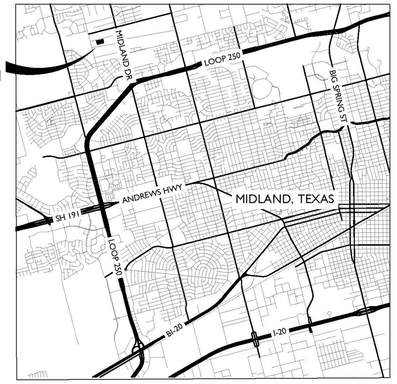
THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF MELODY ACRES, SECTION 20, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____DAY OF_____ 2025.

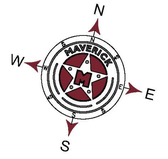
ABRAHAM BEJIL , CHAIRMAN

LANDON OCHOA, SECRETARY

SITE LOCATION



VICINITY MAP
N.T.S.



0' 30' 60'
ORIGINAL SCALE: 1" = 30'

LEGEND

- SET MONUMNT
- FOUND MONUMENT AS NOTED
- CLEAN OUT
- AIR CONDITIONER
- POWER POLE
- UTILITY POLE
- CLOTHES LINE POST
- WATER WELL
- SEPTIC LID
- FIRE HYDRANT
- WATER VALVE
- MAIL BOX
- BOUNDARY LINE
- PROPERTY LINES
- CHAINLINK FENCE
- FENCE - TYPE SPECIFIED
- OVERHEAD ELECTRIC LINE
- 6" WATER MAIN
- GAS LINE
- CONCRETE
- PAVEMENT
- BUILDING

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.*
5. *THIS IS A PROVISIONAL SKETCH PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.*

DEVELOPMENT NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS:*
   (1) THE REPRESENTED LOT IS REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR :
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
4. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0201F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X"; DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK CIVIL & SURVEY, LLC..

PROPERTY OWNER

AUSTIN D. GRAY
4509 MEADOWLARK LN
MIDLAND, TX 79707
DEED INSTRUMENT # 2019-14340
PHONE # 432-235-2206

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

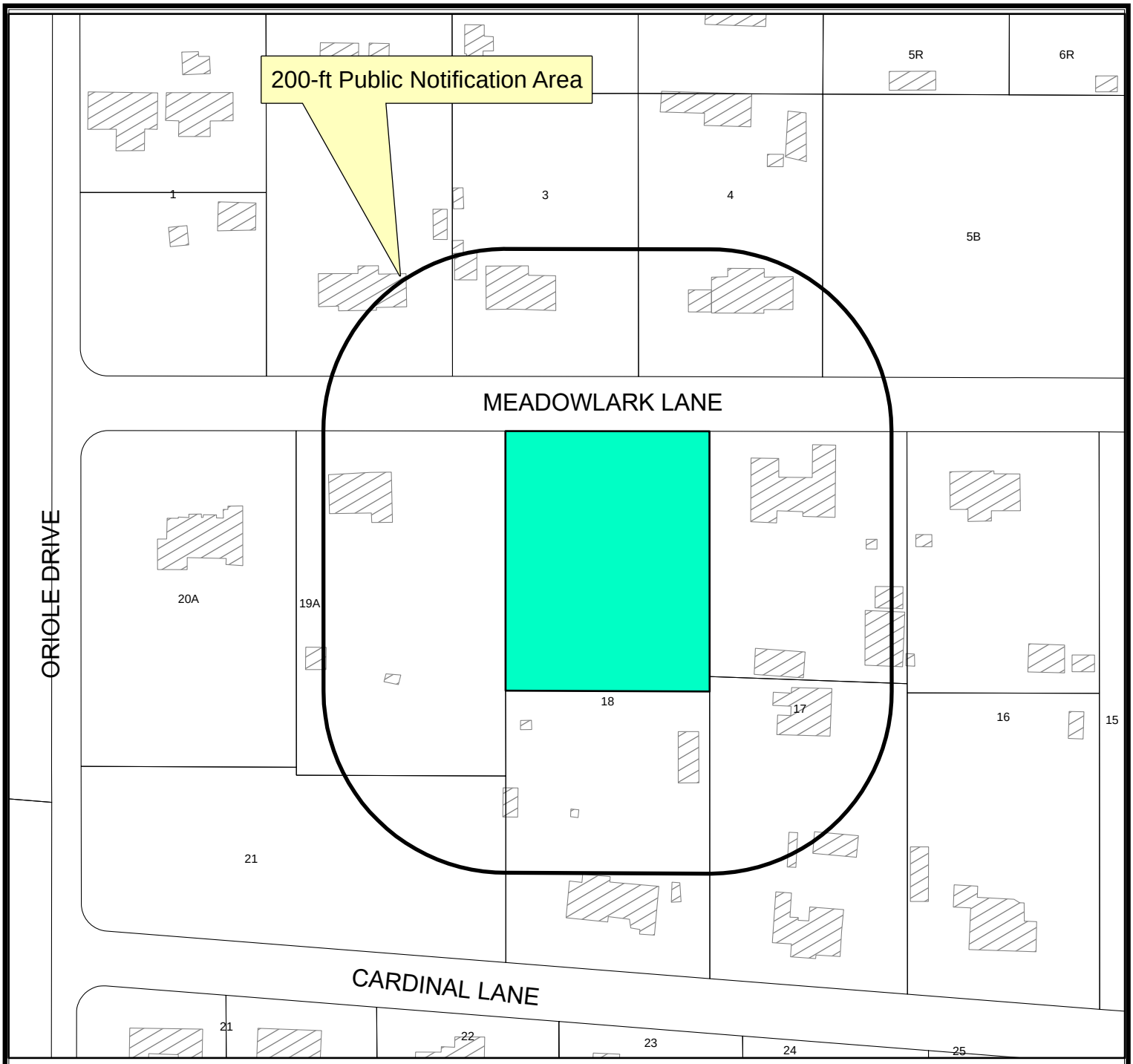
NO. _____

DATE _____

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

MELODY ACRES
SECTION 20

Drawing : F:\2025\250182-AUSTIN GRAY-4509 MEADOWLARK MIDLAND\DRAWINGS\PLAT\250182 SKETCH PLAT.DWG Last Saved By: AK\alenak on 9/26/25



Location Map

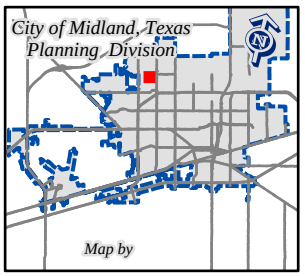
E-25-0147 **Scale: 1" = 157 '**

Consider a request by Maverick Engineering, on behalf of Austin Gray, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for the North 270.30 feet of Tract 18 Melody Acres Addition, City and County of Midland, Texas

Generally located on the south side of Meadowlark Lane, approximately 475 feet east of Oriole Drive. (Council District 4)

LEGEND

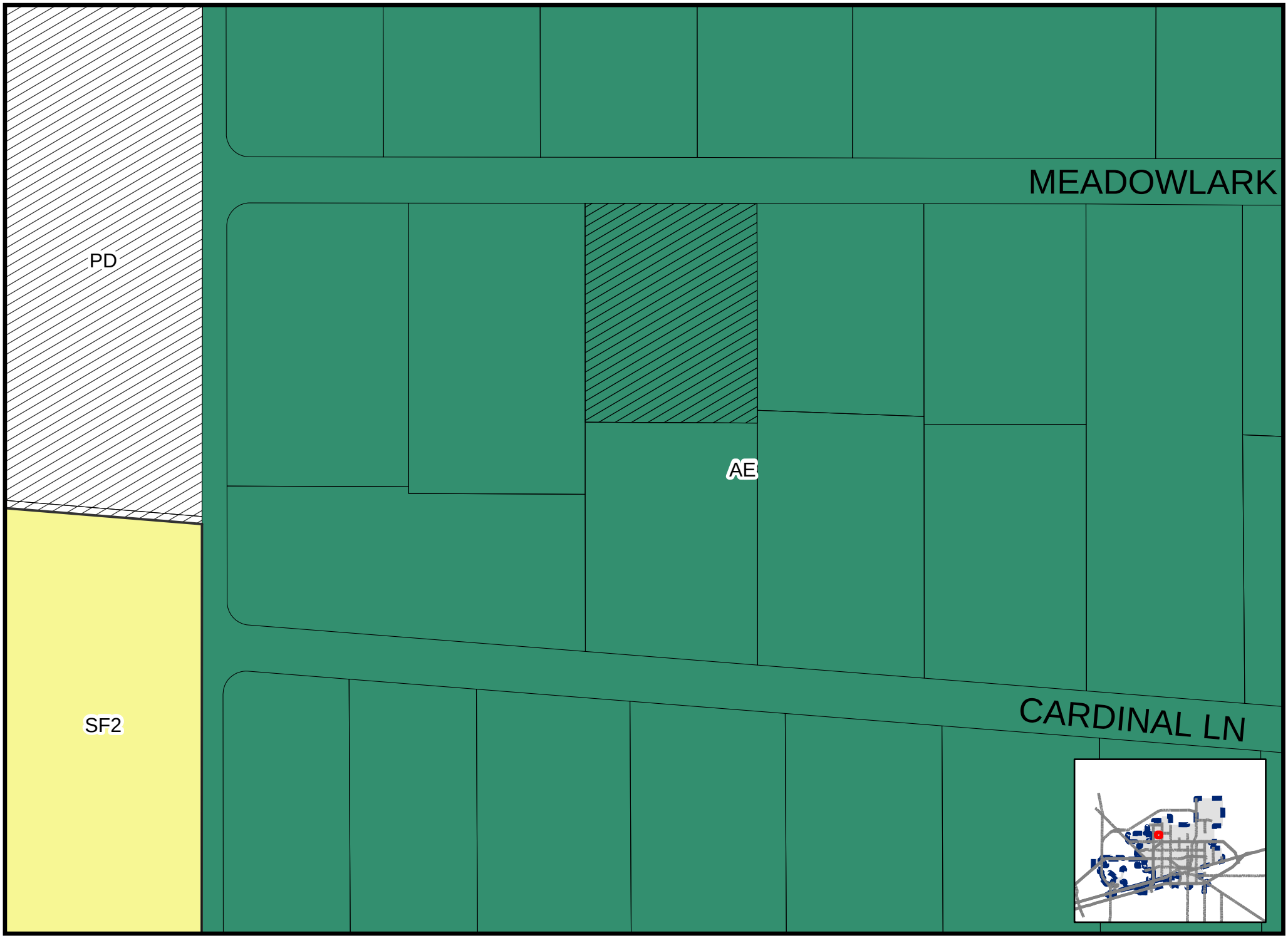
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA S NOT A SUBSTITUT ON FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITT NG OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 10/13/2025

E-25-0147

Scale: 1" = 157 '

ZONING MAP

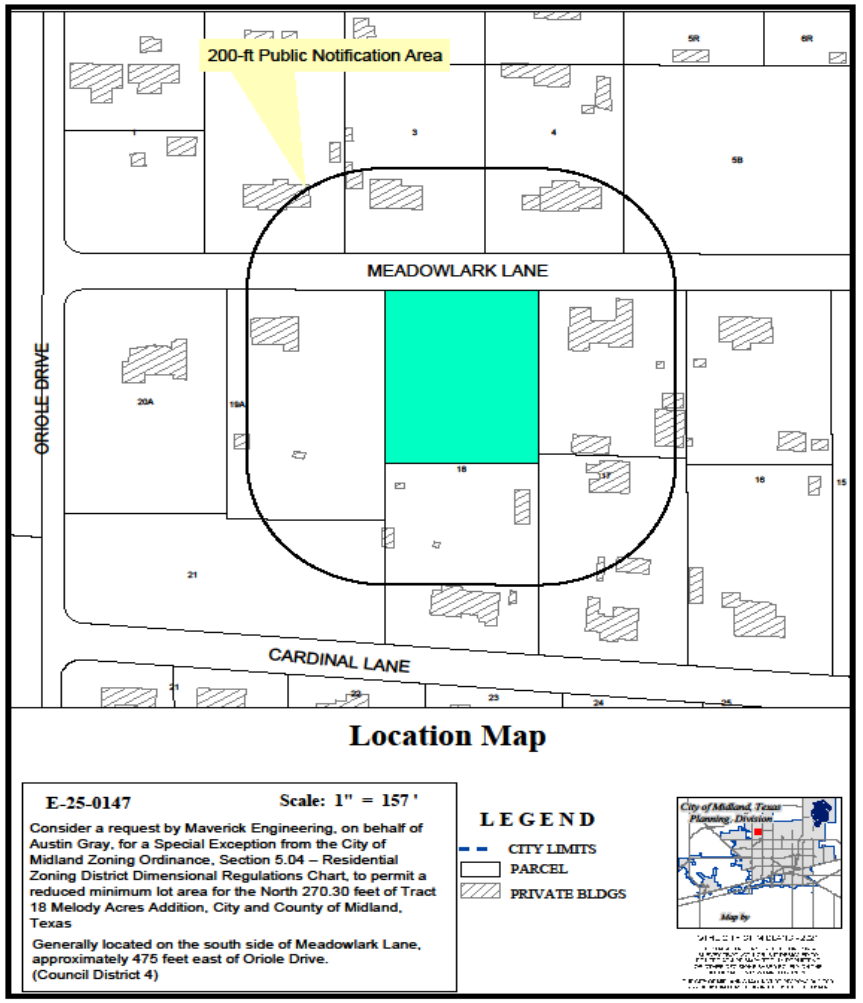
© **THE CITY OF MIDLAND - 2021:** THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY

2
3
5B
20A
19A
18
21
15

MIDLAND
Be the Energy!
SPECIAL EXCEPTION
4509 MEADOWLARK LANE
Visit Our Website
MIDLANDTEXAS.GOV

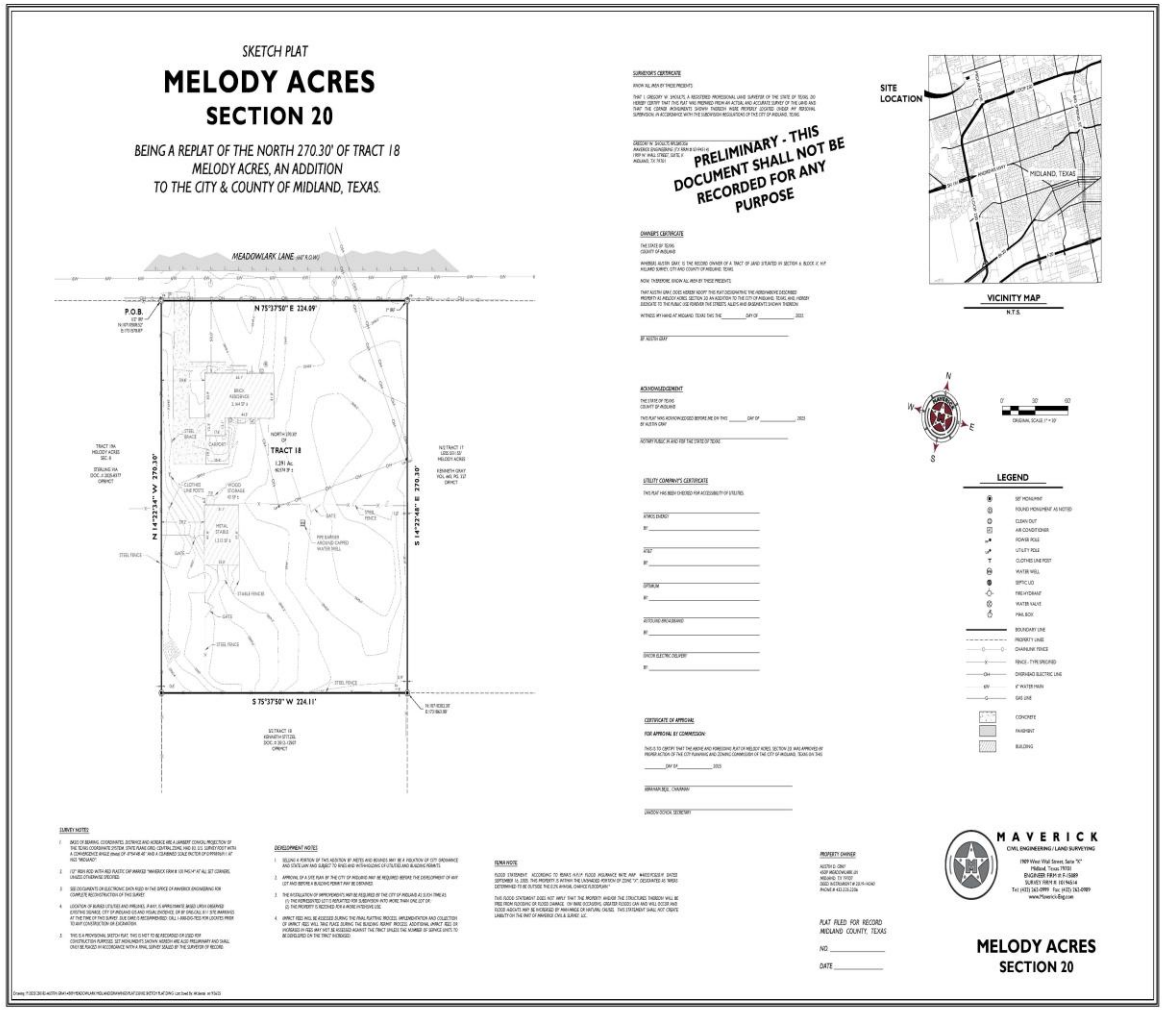
APPLICATION SUMMARY

- **Applicant/Property Owner:** Austin Gray
- **Representative:** Andrew Mellen, with Maverick Engineering
- **Location:** 4509 Meadowlark Lane (Council District 4)
- **Reason for Request:** For a reduced minimum lot size



DETAILS OF REQUEST

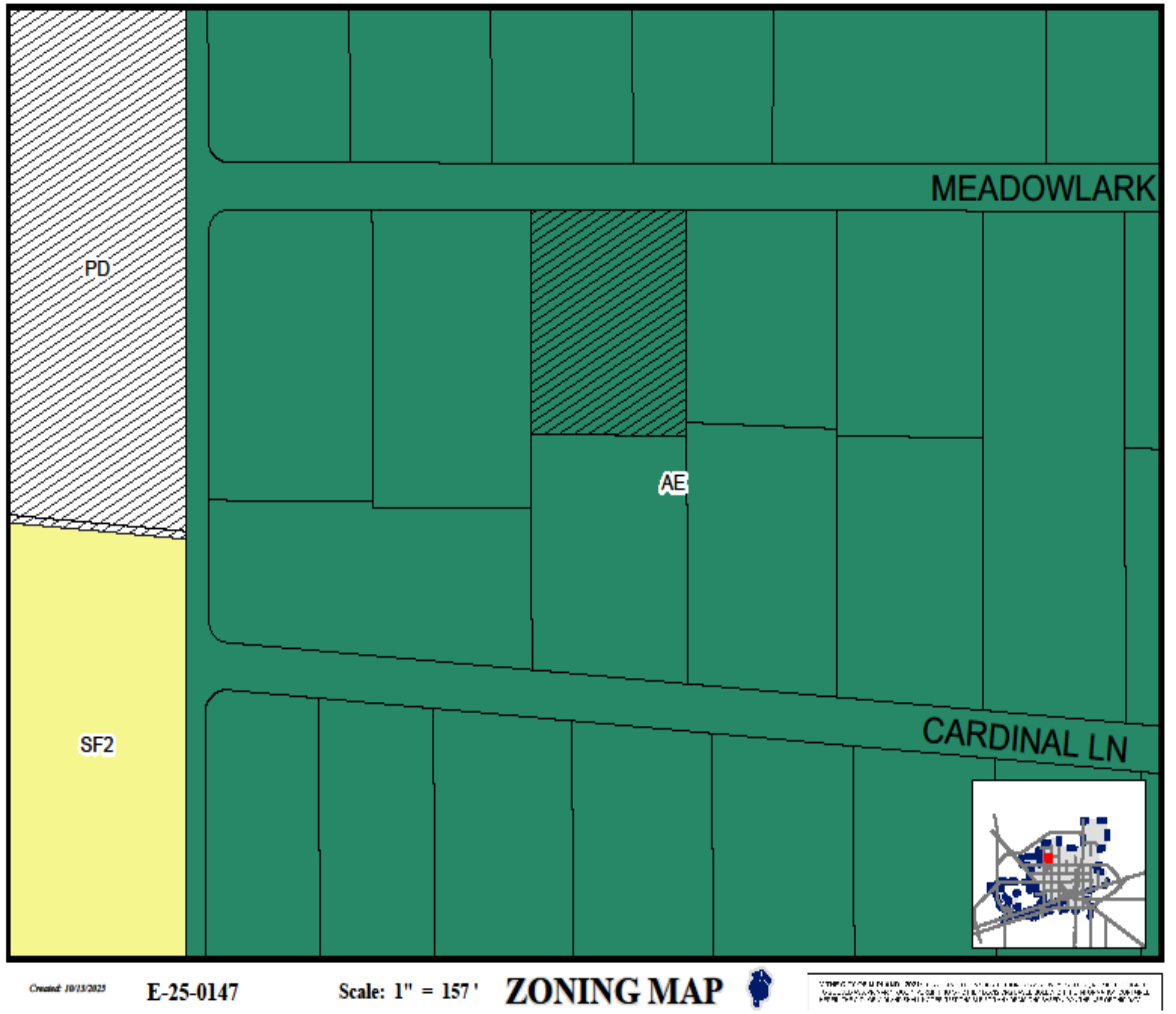
- **Code Requirement:** The minimum lot area for the AE, Agricultural Estate District is 2.00-acres per Section 5.04-Residential Zoning District Dimensional Regulations Chart.
- **Variance Requested:** A reduced minimum lot area of 1.391 acres



MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** AE, Agricultural Estate District
- **Surrounding Zoning:**
  - **North/South/East/West:** AE, Agricultural Estate District



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 Meadowlark Lane, Looking South

6

MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the special exception request, the property is currently in the platting process.

STAFF'S RECOMMENDATION

- No objections were received.
- Staff **recommends approval** of this request with the following conditions:

A. That said special exception shall be of no force or effect unless and until the Property is replatted into one lot.

B. That the lot resulting from the replat shall have a minimum lot area of 1.391 acres.

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: November 18, 2025
To: City Council
From: Beatriz Quezada, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 280 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:

The applicant, Prince Signs, LLC, on behalf of Midland Platinum II, LLC, is requesting a Zone Change from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center to be able to replace and upgrade the old signs on the hotel to improve visibility and legibility for the hotel located on 1505 Tradewinds Boulevard.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban-High (U-H) This designation calls for a mix of complementary uses including commercial, office, and service uses.

This proposed zone change has been circulated to the respective City departments for internal

review, and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections. [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 with Conditions)

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center subject to the following conditions:

A. That the Property shall significantly conform to the site plan and elevation drawings attached hereto as Exhibits A and B, except to the extent that signs are depicted in said site plan and elevations drawings.

B. That the maximum building height of the hotel shall not exceed 61 feet.

C. That signage on the property shall be limited to two 48 square foot ground signs and three wall signs, which shall significantly conform to the sign plan, which is attached hereto as Exhibit C and incorporated herein for all purposes.

D. That the landscaping shall conform to the requirements of Title XI, Chapter 9 of the City Code, and all live materials shall be irrigated and kept in a healthy, growing condition.

E. That the dumpster screen shall be brick with a minimum height of five feet.

F. That a fence on the west property line shall be wood with brick columns and a minimum height of six feet.

G. That a minimum of 155 parking spaces shall be provided either on site or on the adjacent lot.

Letters of Objection:

As of November 7, staff has not received letters of objection to this request.

Attachments:

A. ORDINANCE W/EXH - Z-25-0454.PDSC to Amended PDSC Ord w Exh
B. Z-25-0454, Combined Files
C. CC - - Courtyard By Marriott, PDSC to Amended PDSC

Beatriz Quezada, Development Services	Created/Initiated - 11/4/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 10, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE WEST SIDE OF TRADEWINDS BOULEVARD, APPROXIMATELY 280 FEET SOUTH OF ANDREWS HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

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 2A, Block 3, Westridge Park Addition, Section 10, City and County of Midland, Texas (the "Property"), to an amended PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to an amended PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes, and elevation drawings, which are attached hereto as

Exhibit B and incorporated herein for all purposes, are hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan and elevation drawings attached hereto as Exhibits A and B, except to the extent that signs are depicted in said site plan and elevations drawings.

B. That the maximum building height of the hotel shall not exceed 61 feet.

C. That signage on the property shall be limited to two 48 square foot ground signs and three wall signs, which shall significantly conform to the sign plan, which is attached hereto as Exhibit C and incorporated herein for all purposes.

D. That the landscaping shall conform to the requirements of Title XI, Chapter 9 of the City Code, and all live materials shall be irrigated and kept in a healthy, growing condition.

E. That the dumpster screen shall be brick with a minimum height of five feet.

F. That a fence on the west property line shall be wood with brick columns and a minimum height of six feet.

G. That a minimum of 155 parking spaces shall be provided either on site or on the adjacent lot.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

EXHIBIT A

STANDARD PARKING SPACES: 131
HANDICAPPED PARKING SPACES: 6
OVERALL TOTAL: 137

25 FOOT ALLEY
N74°20'20"E 249.85'

N29°27'09"E 28.59'

25 FOOT ALLEY
N15°42'24"W 254.23'

S15°41'34"E 274.24'

TRADEWINDS BOULEVARD

5 FOOT CONCRETE WALK

RAMP

12'x4' ENTRANCE SIGN

POOL EQUIP.

SPA

POOL

GAZEBO

LOUNGE

DROP-OFF AREA

SERVICE YARD

12'x4' ENTRANCE SIGN (OPTIONAL)

DUMPSTER BRICK ENCLOSURE

Edge of Asphalt

WESTRIDGE PARK ADDITION
SECTION 5
MIDLAND, TEXAS

SCHUMANN ENGINEERING CO., INC.-CIVIL ENGINEERS\LAND SURVEYORS
PLANNING • BOUNDARY • TOPOGRAPHY • WELL LOCATIONS • PIPELINES

408 N. PECOS STREET
P. O. BOX 504
MIDLAND, TEXAS 79702
PH. (432)684-5548
FAX (432)684-6973
E-MAIL schuengr@aol.com

REV	DATE		DSN	DWN	CHK

PROJ. NO. 68927PH
DATE 11/09/05
DESIGNER CRUSE B. SUDDUTH
DRAWN BY KEVIN STARNES
JOB # 68,927
SHEET 1 OF 1

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF SCHUMANN ENGINEERING CO., INC.

EXHIBIT B

4 East Elevation
Scale: 1/16" = 1' 0"

2 North Elevation
Scale: 1/16" = 1' 0"

3 West Elevation
Scale: 1/16" = 1' 0"

1 South Elevation
Scale: 1/16" = 1' 0"

3di architects
91 North Forest, Williamsville, New York 14221
Phone: 716.635.6170 Fax: 716.635.6171
Email: 3di@3diarchitects.com
www.3diarchitects.com

Preliminary
Not for Construction
11 - 09 - 05

Rev. No.	Date	Description

Architect of Record

Errors may occur in the transmission of electronic files. 3di Architects are not responsible for any claims, damages or expenses arising out of the unauthorized use of the information contained in electronic files.

Electronic files may not accurately reflect the final as-built conditions. It is the responsibility of the user to verify all layouts, dimensions and other related information.

This document may not be used or copied without prior written consent.

Owner:

Platinum
Hospitality

Project Name:

Courtyard by Marriott

Midland, TX

Sheet Title:

Exterior Elevations

Drawn By:	Project Date:	Sheet No.
WAS MPD AJD	'	A300
Project No.:		
05100		

3di architects
91 North Forest, Williamsville, New York 14221
Phone: 716.635.6170 Fax: 716.635.6171
Email: 3di@3diarchitects.com
www.3diarchitects.com

Rev. No.	Date	Description

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Electronic files may not accurately reflect the final as-built conditions. It is the responsibility of the user to verify all layouts, dimensions and other related information.

This document may not be used or copied without prior written consent.

Project Logo:

Project Name:

Courtyard by Marriott

Midland, TX

Sheet Title:

Front Elevation Rendering

Drawn By:	Project Date:	Sheet No.
Project No.: 05100		AR-100

EXHIBIT C

PROJECT PROPOSAL

MARSHA: MAFCY

OWNERSHIP: PLATINUM HOSPITALITY MANAGEMENT

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	
Location: MIDLAND, TX	Prepared By: JR/AHD		
File Name: 424933 - R4 - MIDLAND, TX	Date: 08/21/23	Revision: 4	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

SITE PLAN

COURTYARD
BY MARRIOTT

1505 TRADEWINDS BLVD
MIDLAND, TX 79706

EXISTING SIGNS:

1. 36” CHANNEL LETTERS
2. 7’-1” X 11’-3” WALL SIGN
3. 7’-1” X 11’-3” WALL SIGN
4. 3’-7” X 5’-8” MONUMENT AT 4’-0” OAH

PROPOSED SIGNS:

1. 30” CHANNEL LETTERS
2. 18” CHANNEL LETTERS
3. 18” CHANNEL LETTERS
4. 1’-9” X 5’-10 3/4” MONUMENT @ 4’ OAH

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com

Customer: COURTYARD		Project No.: 424933	Request No.: 54736
Location: MIDLAND, TX		Prepared By: JR/AHD/PG	
File Name: 424933 - R4 - MIDLAND, TX		Date: 02/19/24	Revision: 4

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This is an original document created by Persona Signs, LLC provided specifically to the client for the client's personal use. This document should not be shared, reproduced, disclosed or otherwise used without written permission from Persona Signs, LLC.

Customer Approval (Please Initial):

Approval Date:

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

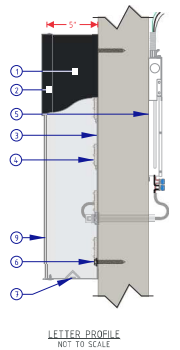
1

EXISTING
36" C
GRADE TO BOTTOM OF SIGN
585"

PROPOSED

GRAPHIC DETAIL
SCALE: 1/4" = 1'-0"

SQFT- 102.61
LEDS- GE 7100K



LETTER PROFILE
NOT TO SCALE

Scope of work:

1. Remove existing channel letters and scrap
2. Patch old mounting and electrical penetrations on wall surface
3. Clean and replace damaged brick where necessary. Owner to coordinate with their contractor.
4. Install new channel letters by connecting to existing power at sign location

NIGHT VIEW - NTS

persona
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Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736
Location: MIDLAND, TX	Prepared By: JR/AHD/BS	
File Name: 424933 - R4 - MIDLAND, TX	Date: 12/27/23	Revision: 4

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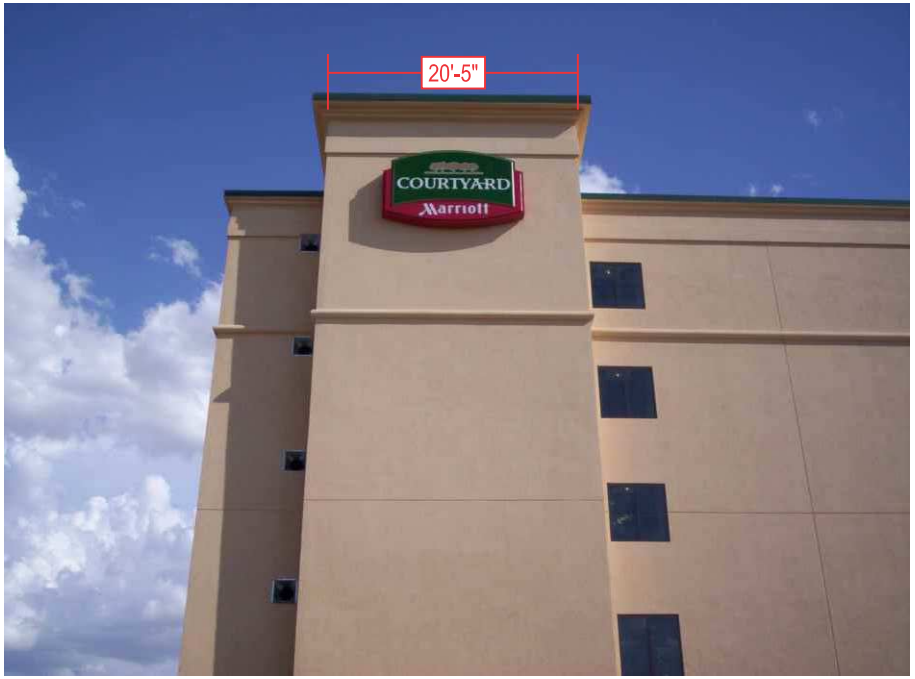
Customer Approval (Please Initial):

Approval Date:

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

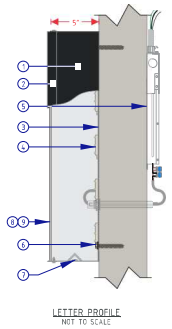
2



EXISTING
WALL 179” X 245”
5’-6” X 11’ 3” WALL SIGN
GRADE TO BOTTOM OF SIGN
452”

PROPOSED

GRAPHIC DETAIL
SCALE: 3/8” = 1’-0”



SQFT- 43.31
LEDS- GE 7100K

Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

NIGHT VIEW - NTS

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Location: MIDLAND, TX	Prepared By: JR/AHD/SC/BS		
File Name: 424933 - R4 - MIDLAND, TX	Date: 12/27/23	Revision: 4	Approval Date:

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BUILDING SIGNAGE

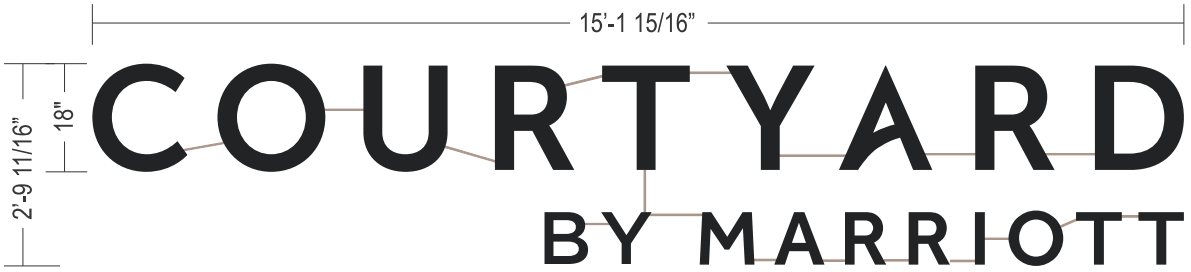
STANDARD SPECS ARE USED FOR THIS PROPOSAL

3

EXISTING
WALL 179” X 245”
5’-6” X 11’ 3” WALL SIGN
GRADE TO BOTTOM OF SIGN
452”

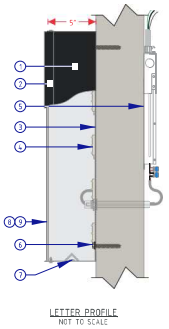
PROPOSED

SQFT- 43.31
LEDS-GE 7100K



GRAPHIC DETAIL
SCALE: 3/8” = 1'-0”

NIGHT VIEW - NTS



Scope of work:

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Location: MIDLAND, TX	Prepared By: JR/AHD/SC/BS/PG		Approval Date:
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MONUMENT SIGN

STANDARD SPECS ARE USED FOR THIS PROPOSAL

4

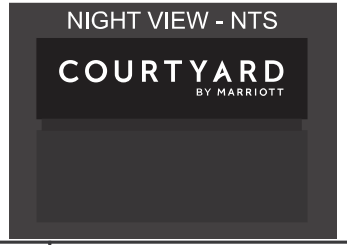
EXISTING
3’-7” X 5’-8” MONUMENT
4’ OAH

PROPOSED

SQ FT: 10.32
LEDS-GE 7100K

GRAPHIC DETAIL
SCALE: 3/8” = 1’-0”

REAR VIEW



Scope of work:

1. Remove existing cabinet and pole cover and scrap.
2. Install new pole cover on existing pole structure.
3. Install new cabinet via plate/match plate on existing pole structure.
4. Connect to existing power.

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MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland Platinum II, LLC		Phone (305) 742-1242 Email vanessa.villa@platinumcos.com	
Address 1505 Tradewinds Blvd	City Midland	State TX	Zip 79707

Property Owner Mitul Patel Printed Name:		Phone (615) 533-9300 Email mitch.patel@platinumcos.com	
Address 4636 Lebanon Pike Box 333	City Hermitage	State TN	Zip 37076

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: PRINCE SIGNS LLC		Phone (281)345-4488 Email mvo ice. PERMITS@PRINCESIGNS.COM	
Address 6432 CUNNINGHAM RD	City HOUSTON	State TX	Zip 77041

Street Address: 1505 Tradewinds Blvd, Midland TX 79707

Legal Description
Lot: 2A Block: 3 Subdivision: Westridge Park Addition Section 10

Current Zoning: PD

Proposed Zone: Amended PD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Update existing signage for increased visibility and legibility

Present Use of Property: Hotel

Proposed Use of Property: no change

How would this zone change affect the public health, safety and welfare?
Updated signage will increase visibility and legibility, otherwise it will have no effect on public health

Describe how conditions affecting the property have changed since present zoning designation: no changes

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): DocuSigned by: AEC9F70C5C634DC...	Date: 10/1/2025
Applicant (printed): Midland Platinum II, LLC	
Property Owner (signature): DocuSigned by: AEC9F70C5C634DC...	Date: 10/1/2025
Property Owner (printed): Mitch Patel	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Vanessa Villa who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Mitul Patel, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 1 day of October, 20 25, to certify which witness my hand and seal of office.

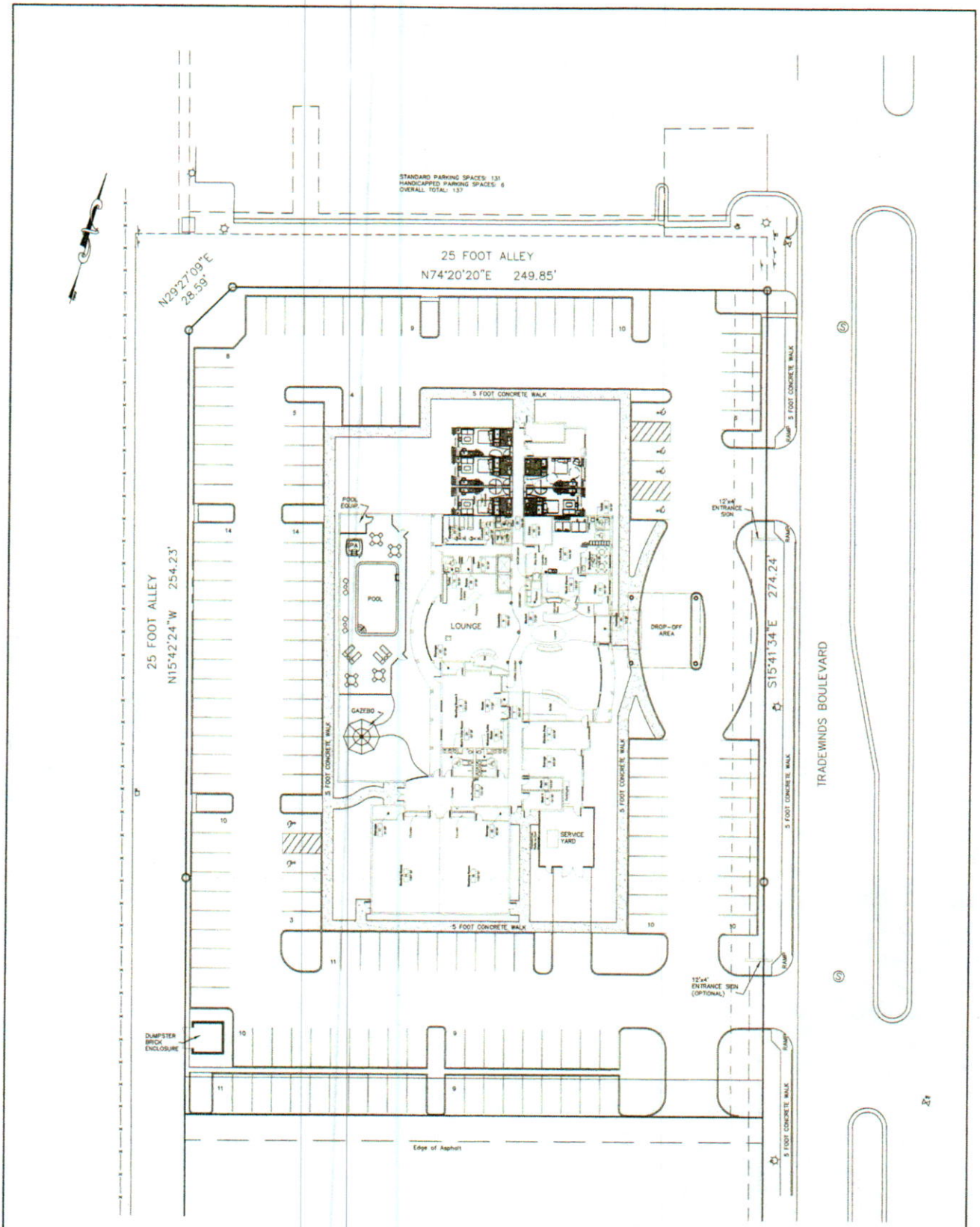
TRACY KAY SWISHER
My Notary ID # 132634274
Expires August 20, 2028

NOTARY PUBLIC

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Invoice	
Received By: Beatriz Quezada	Date: 10/14/25

****Application will not be considered for scheduling until reviewed by a planner.****



WESTRIDGE PARK ADDITION
SECTION 5
MIDLAND, TEXAS

SHEET 1 OF 1
JOB # 68.927
DRAWN BY: SIGNS
CHECKED BY: SCOTT
DATE: 11/06/07
FINAL REVISED:

SCHUMANN ENGINEERING CO., INC.-CIVIL ENGINEERS\LAND SURVEYORS
PLANNING • BOUNDARY • TOPOGRAPHY • WELL LOCATIONS • PIPELINES
408 N. PECOS STREET
P. O. BOX 504
MIDLAND, TEXAS 79702
PH. (432)684-5548
FAX (432)684-6973
E-MAIL schuengr@aol.com

REV	DATE		DSN	DWN	CHK

THIS DRAWING SHALL NOT BE UTILIZED BY ANY PERSON, FIRM, OR CORPORATION IN WHOLE OR IN PART WITHOUT THE SPECIFIC PERMISSION OF SCHUMANN ENGINEERING CO., INC.

PROJECT PROPOSAL

MARSHA: MAFCY

OWNERSHIP: PLATINUM HOSPITALITY MANAGEMENT

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Customer: COURTYARD	Project No.: 424933	Request No.: 54736	
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Customer Approval (Please Initial):

Approval Date:

SITE PLAN

COURTYARD
BY MARRIOTT

1505 TRADEWINDS BLVD
MIDLAND, TX 79706

EXISTING SIGNS:

1. 36" CHANNEL LETTERS
2. 7'-1" X 11'-3" WALL SIGN
3. 7'-1" X 11'-3" WALL SIGN
4. 3'-7" X 5'-8" MONUMENT AT 4'-0" OAH

PROPOSED SIGNS:

1. 30" CHANNEL LETTERS
2. 18" CHANNEL LETTERS
3. 18" CHANNEL LETTERS
4. 1'-9" X 5'-10 3/4" MONUMENT @ 4' OAH

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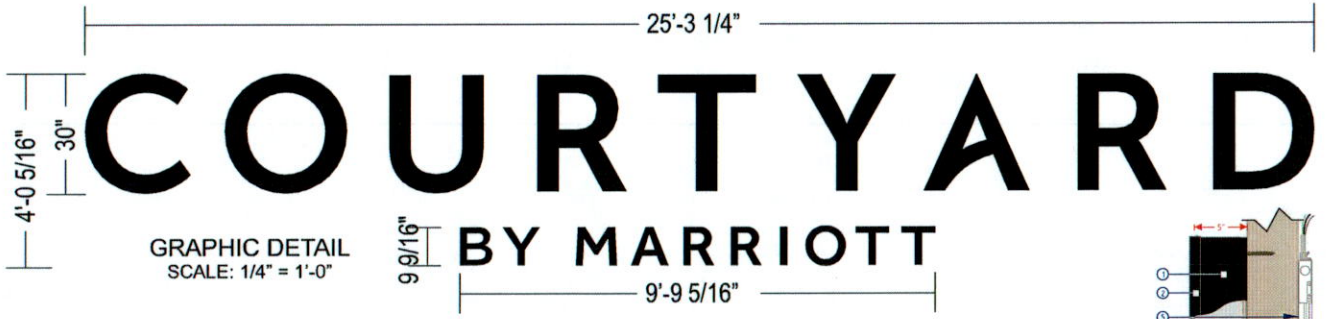
BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

1

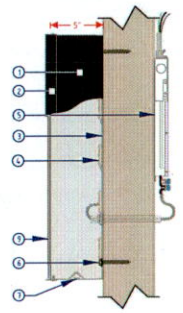
EXISTING
36" C
GRADE TO BOTTOM OF SIGN
585"

PROPOSED



GRAPHIC DETAIL
SCALE: 1/4" = 1'-0"

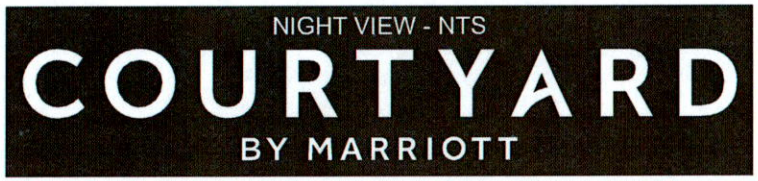
SQFT- 102.61
LEDS- GE 7100K



LETTER PROFILE
NOT TO SCALE

Scope of work:

1. Remove existing channel letters and scrap
2. Patch old mounting and electrical penetrations on wall surface
3. Clean and replace damaged brick where necessary. Owner to coordinate with their contractor.
4. Install new channel letters by connecting to existing power at sign location



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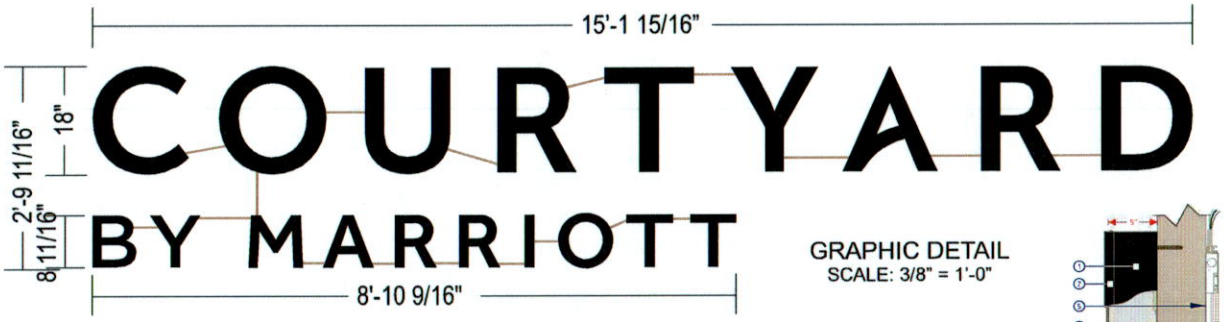
BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

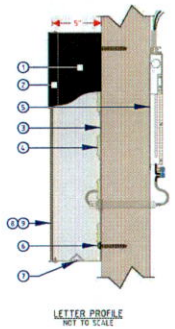
2

EXISTING
WALL 179" X 245"
5'-6" X 11' 3" WALL SIGN
GRADE TO BOTTOM OF SIGN
452"

PROPOSED



GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"



SQFT- 43.31
LEDS- GE 7100K

Scope of work:

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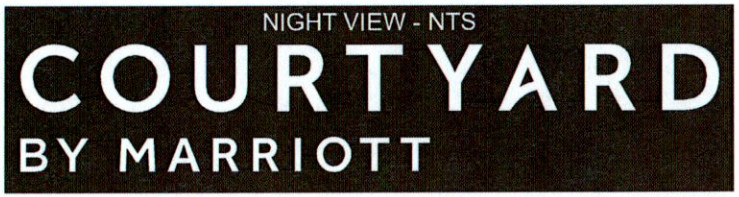
NIGHT VIEW - NTS



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BUILDING SIGNAGE

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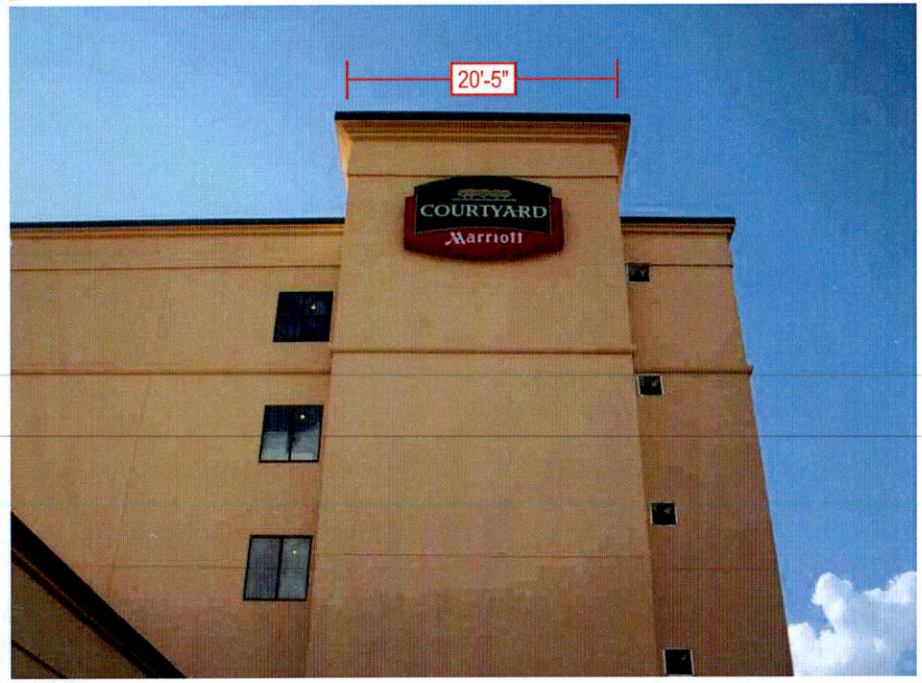

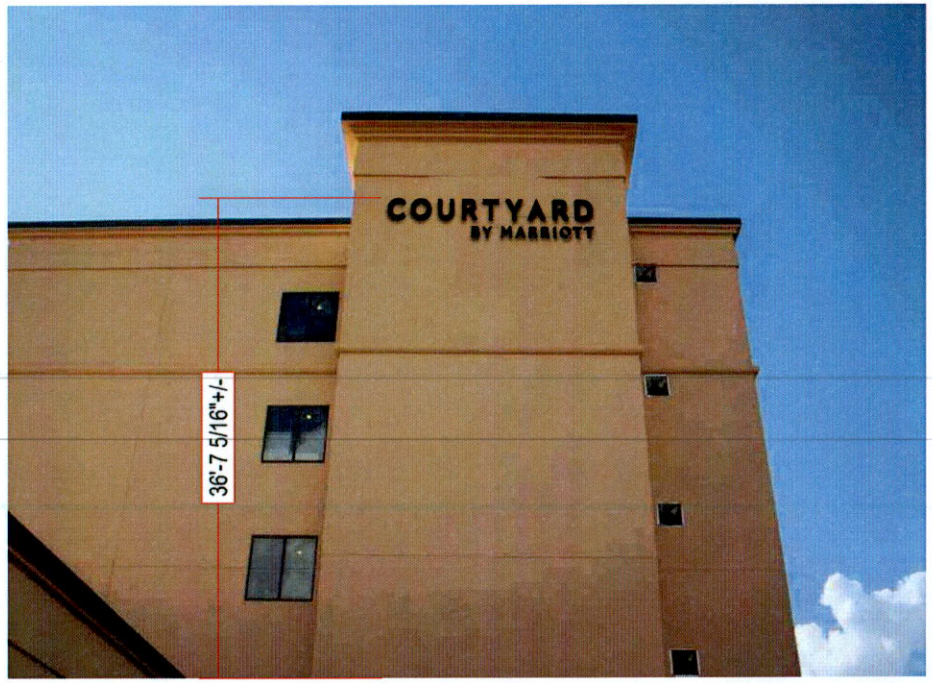

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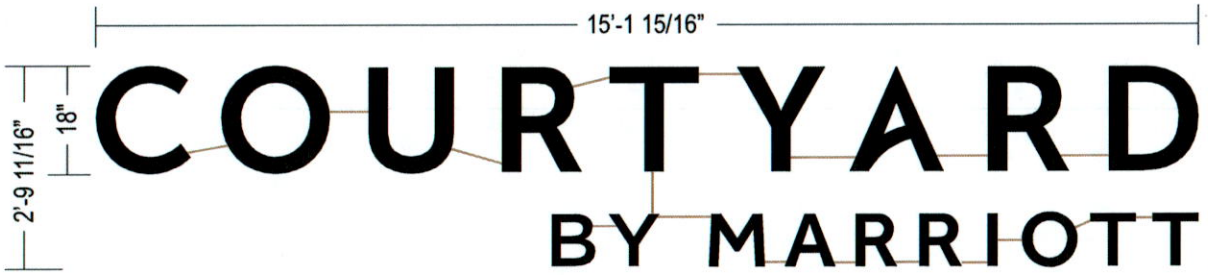

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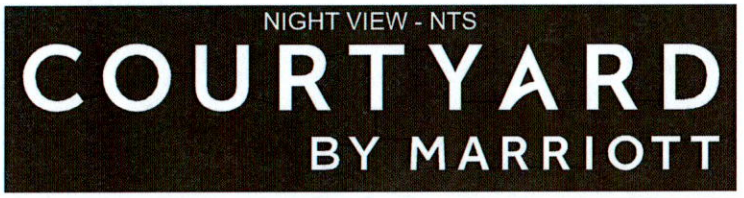

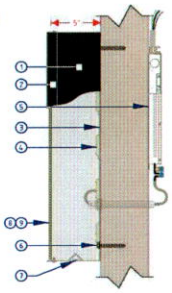

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4' OAH

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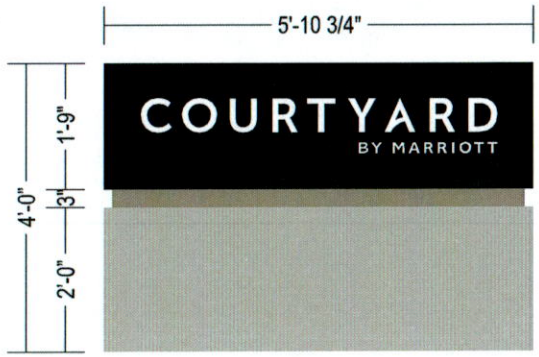

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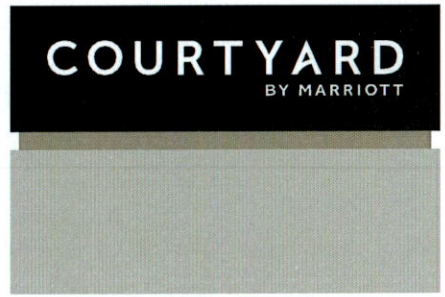
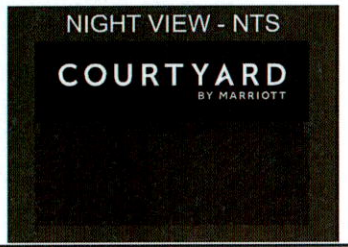


REAR VIEW

SQ FT: 10.32
LEDS-GE 7100K



Scope of work:

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2. Install new pole cover on existing pole structure.
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PROJECT PROPOSAL

MARSHA: MAFCY

OWNERSHIP: PLATINUM HOSPITALITY MANAGEMENT

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Customer Approval (Please Initial):

Approval Date:

SITE PLAN

COURTYARD
BY MARRIOTT

1505 TRADEWINDS BLVD
MIDLAND, TX 79706

EXISTING SIGNS:

1. 36” CHANNEL LETTERS
2. 7’-1” X 11’-3” WALL SIGN
3. 7’-1” X 11’-3” WALL SIGN
4. 3’-7” X 5’-8” MONUMENT AT 4’-0” OAH

PROPOSED SIGNS:

1. 30” CHANNEL LETTERS
2. 18” CHANNEL LETTERS
3. 18” CHANNEL LETTERS
4. 1’-9” X 5’-10 3/4” MONUMENT @ 4’ OAH

persona
SIGNS | LIGHTING | IMAGE
Persona Signs, LLC
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 · www.personasigns.com

Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/PG		Approval Date:
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/19/24	Revision: 4	

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BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

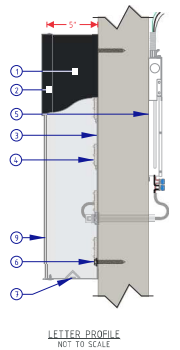
1

EXISTING
36” C
GRADE TO BOTTOM OF SIGN
585”

PROPOSED

GRAPHIC DETAIL
SCALE: 1/4” = 1’-0”

SQFT- 102.61
LEDS- GE 7100K



Scope of work:

1. Remove existing channel letters and scrap
2. Patch old mounting and electrical penetrations on wall surface
3. Clean and replace damaged brick where necessary. Owner to coordinate with their contractor.
4. Install new channel letters by connecting to existing power at sign location

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SIGNS | LIGHTING | IMAGE

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PO Box 210
Watertown, SD 57201-0210
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Customer: COURTYARD		Project No.: 424933	Request No.: 54736
Location: MIDLAND, TX		Prepared By: JR/AHD/BS	
File Name: 424933 - R4 - MIDLAND, TX		Date: 12/27/23	Revision: 4

UL This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

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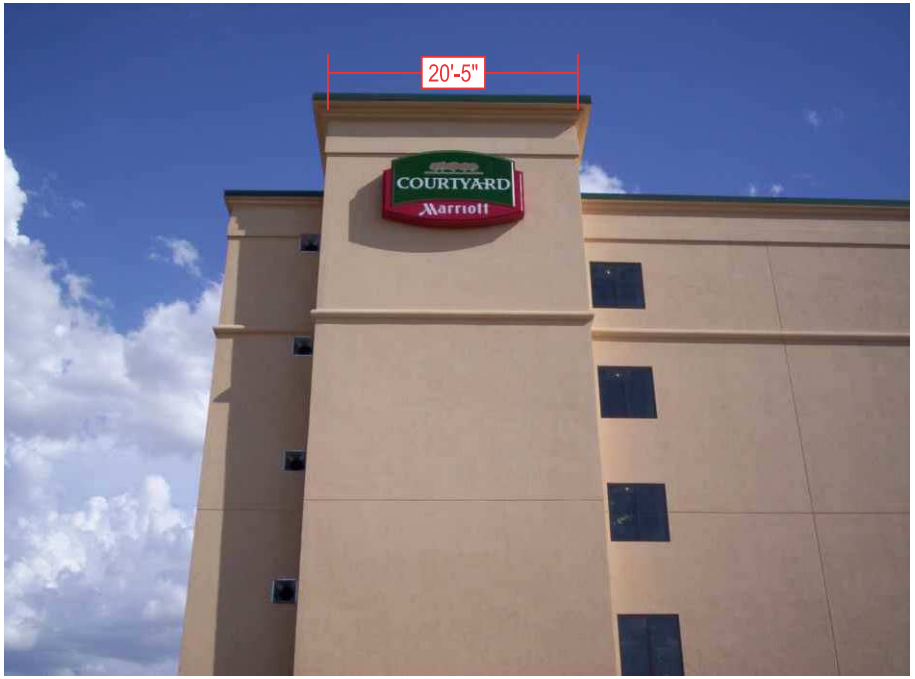
Customer Approval (Please Initial):

Approval Date:

BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

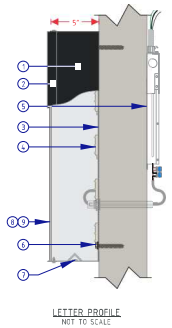
2



EXISTING
WALL 179” X 245”
5’-6” X 11’ 3” WALL SIGN
GRADE TO BOTTOM OF SIGN
452”

PROPOSED

GRAPHIC DETAIL
SCALE: 3/8” = 1’-0”



SQFT- 43.31
LEDS- GE 7100K

NIGHT VIEW - NTS

Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

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Watertown, SD 57201-0210
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Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/SC/BS		
File Name: 424933 - R4 - MIDLAND, TX	Date: 12/27/23	Revision: 4	Approval Date:

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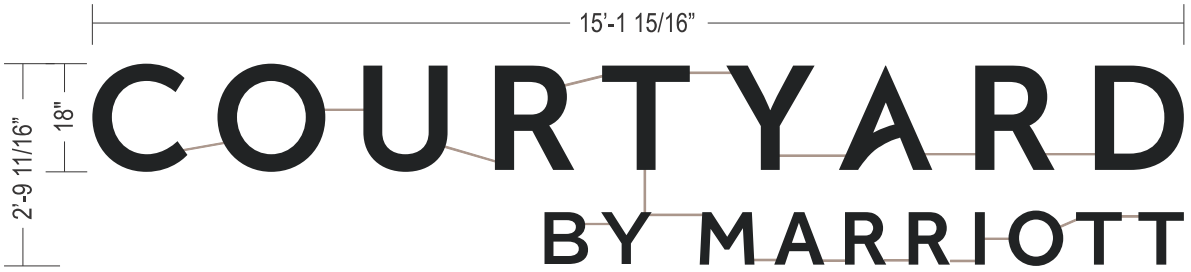
BUILDING SIGNAGE

STANDARD SPECS ARE USED FOR THIS PROPOSAL

3

EXISTING
WALL 179" X 245"
5'-6" X 11' 3" WALL SIGN
GRADE TO BOTTOM OF SIGN
452"

PROPOSED



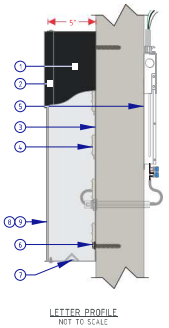
GRAPHIC DETAIL
SCALE: 3/8" = 1'-0"

SQFT- 43.31
LEDS-GE 7100K

Scope of work:

1. Remove existing wall sign and scrap
2. Patch and paint old mounting and electrical penetrations on wall surface
3. Paint entire background for a clean uniform look
4. Install new channel letters by connecting to existing power at sign location

NIGHT VIEW - NTS



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Customer: COURTYARD	Project No.: 424933	Request No.: 54736	Customer Approval (Please Initial):
Location: MIDLAND, TX	Prepared By: JR/AHD/SC/BS/PG		Approval Date:
File Name: 424933 - R4 - MIDLAND, TX	Date: 02/22/24	Revision: 4	

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MONUMENT SIGN

STANDARD SPECS ARE USED FOR THIS PROPOSAL

4

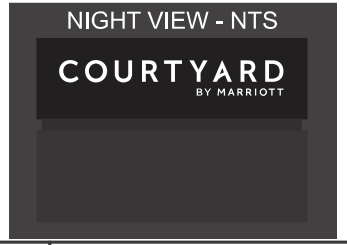
EXISTING
3’-7” X 5’-8” MONUMENT
4’ OAH

PROPOSED

SQ FT: 10.32
LEDS-GE 7100K

GRAPHIC DETAIL
SCALE: 3/8” = 1’-0”

REAR VIEW



Scope of work:

1. Remove existing cabinet and pole cover and scrap.
2. Install new pole cover on existing pole structure.
3. Install new cabinet via plate/match plate on existing pole structure.
4. Connect to existing power.

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Customer: COURTYARD		Project No.: 424933	Request No.: 54736
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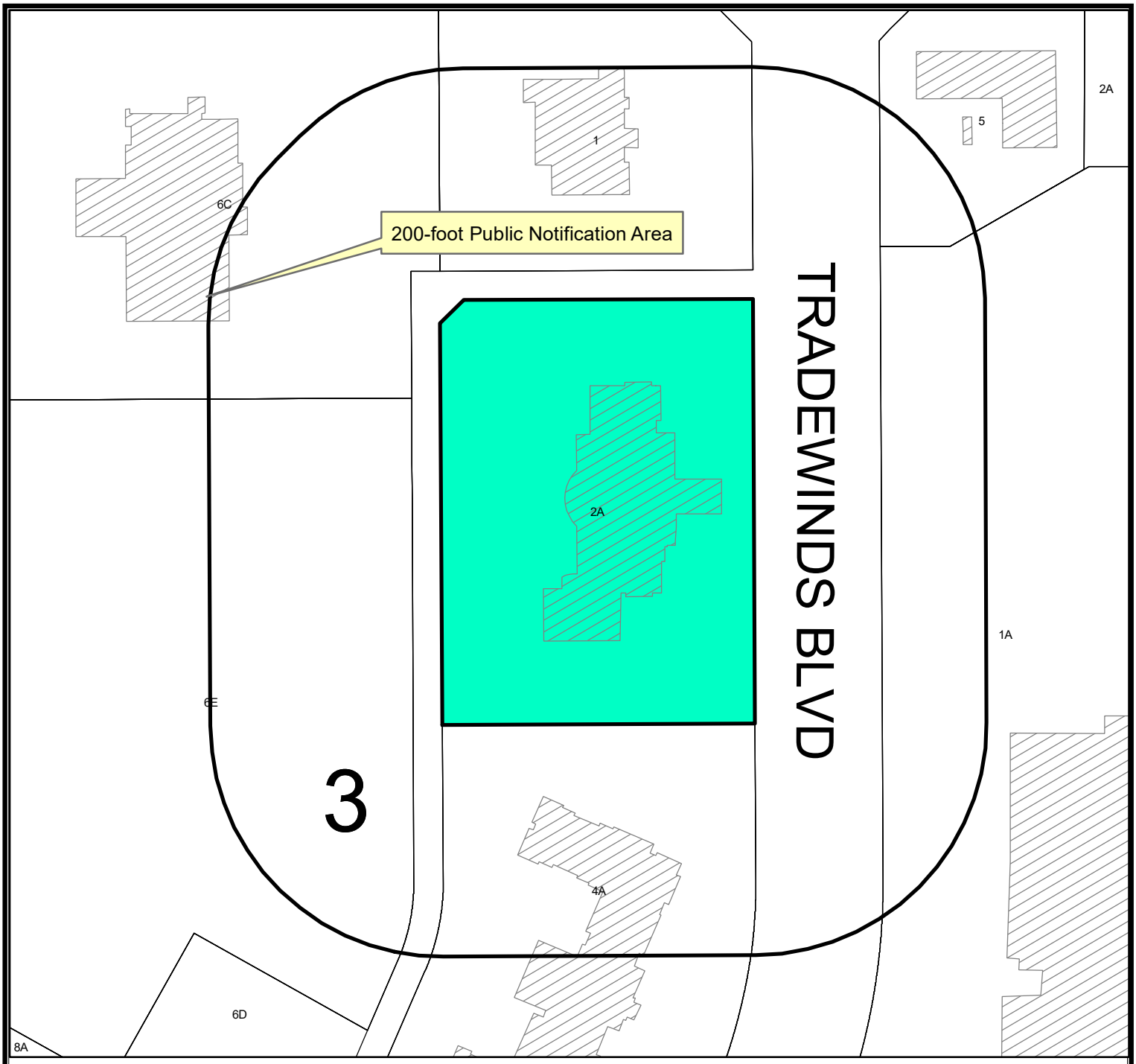
Approval Date:



Location Map

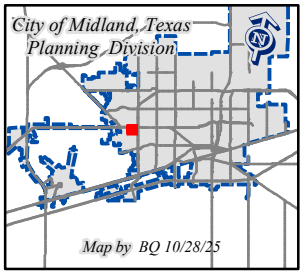
Z-25-0454 **Scale: 1" = 800'**

Consider a request by Prince Signs LLC, on behalf of Midland Platinum II, LLC, for a zone change from PD, Planned Development for a Shopping Center, to an amended PD, Planned Development for a Shopping Center on Lot 2A, Block 3, Westridge Park Addition, Section 10, City and County of Midland, Texas.

Generally located on the west side of Tradewinds Boulevard, approximately 280 feet south of Andrews Highway. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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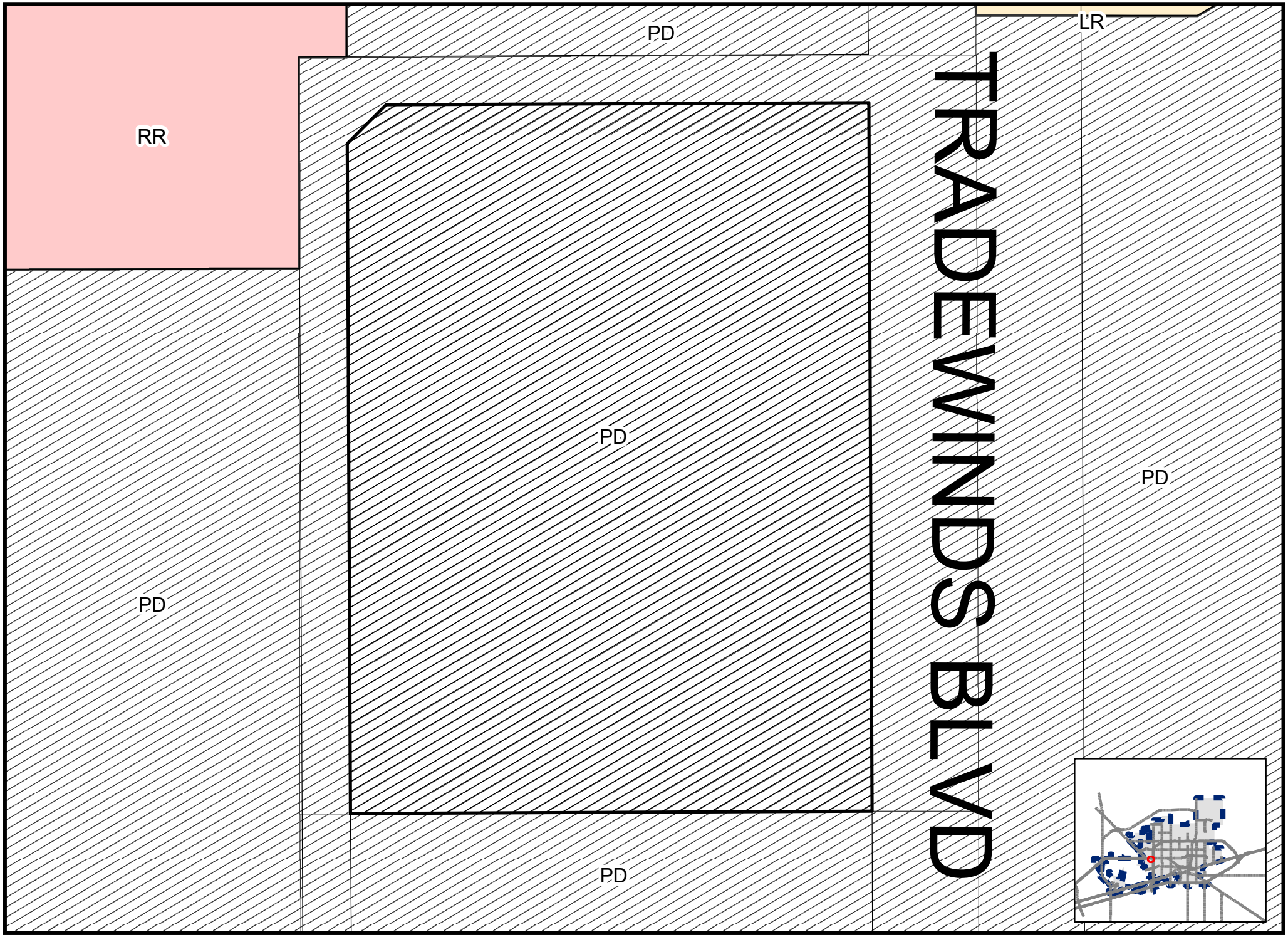
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ 10/28/25

Z-25-0454

Scale: 1" = 600'

ZONING MAP

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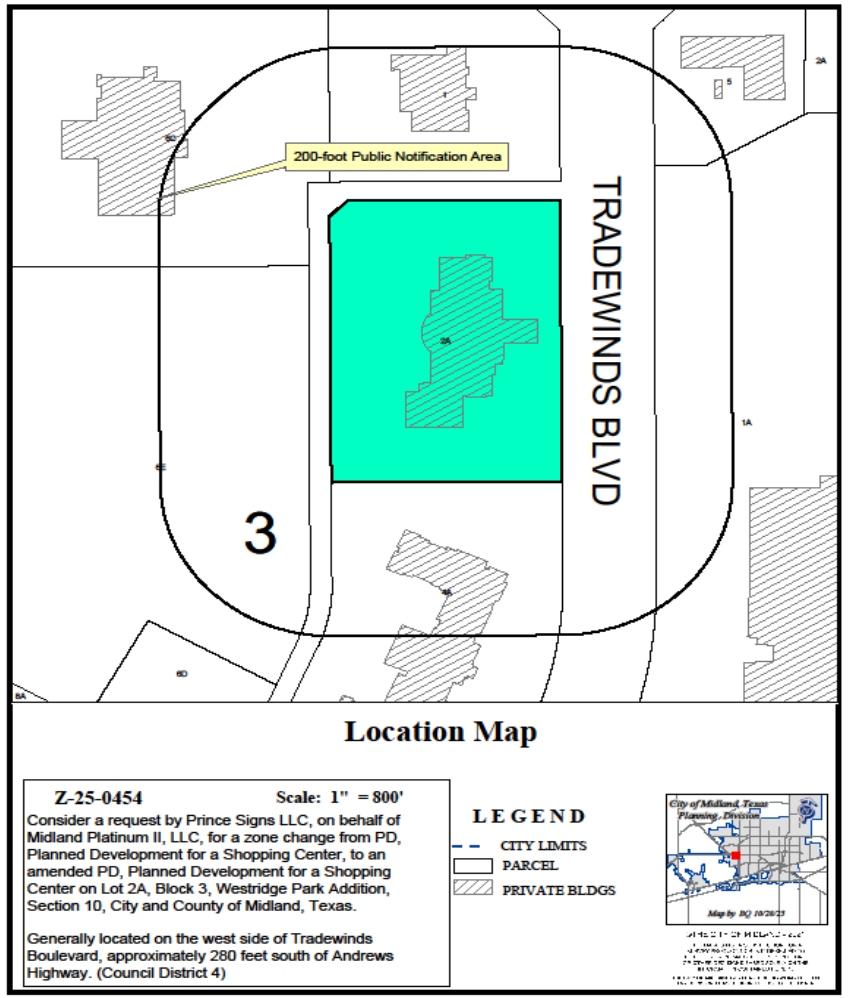
TRADEWINDS

COURTYARD

MIDLAND
Be the Energy!
ZONE CHANGE
COURTYARD BY MARRIOTT
Visit Our Website
MIDLANDTEXAS.GOV

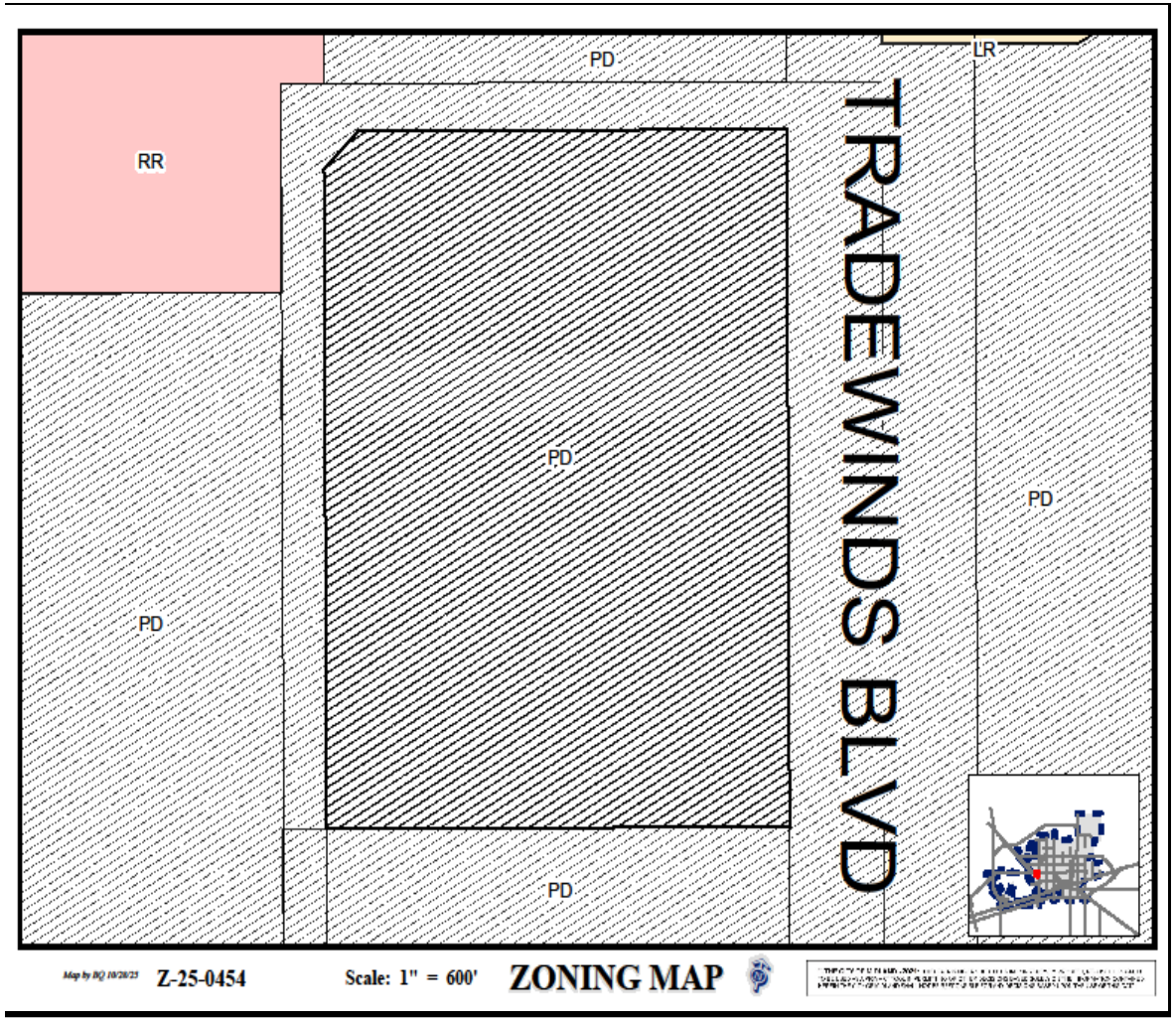
APPLICATION SUMMARY

- **Applicant:** Midland Platinum II, LLC
- **Property Owner:** Mitul Patel
- **Representative:** Prince Signs, LLC
- **Location:** 1505 Tradewinds Boulevard (City Council 4)
- **Reason for Request:** To update existing signage



ZONING

- **Current Zoning:** PD, Planned Development District for a Shopping Center
- **Surrounding Zoning:**
  - **North/South/East:** PD, Planned Development District for a Shopping Center
  - **West:** PD, Planned Development District for a Shopping Center & RR, Reginal Retail District
- **Proposed Zoning:** an amended PD, Planned Development District for a Shopping Center



MIDLAND
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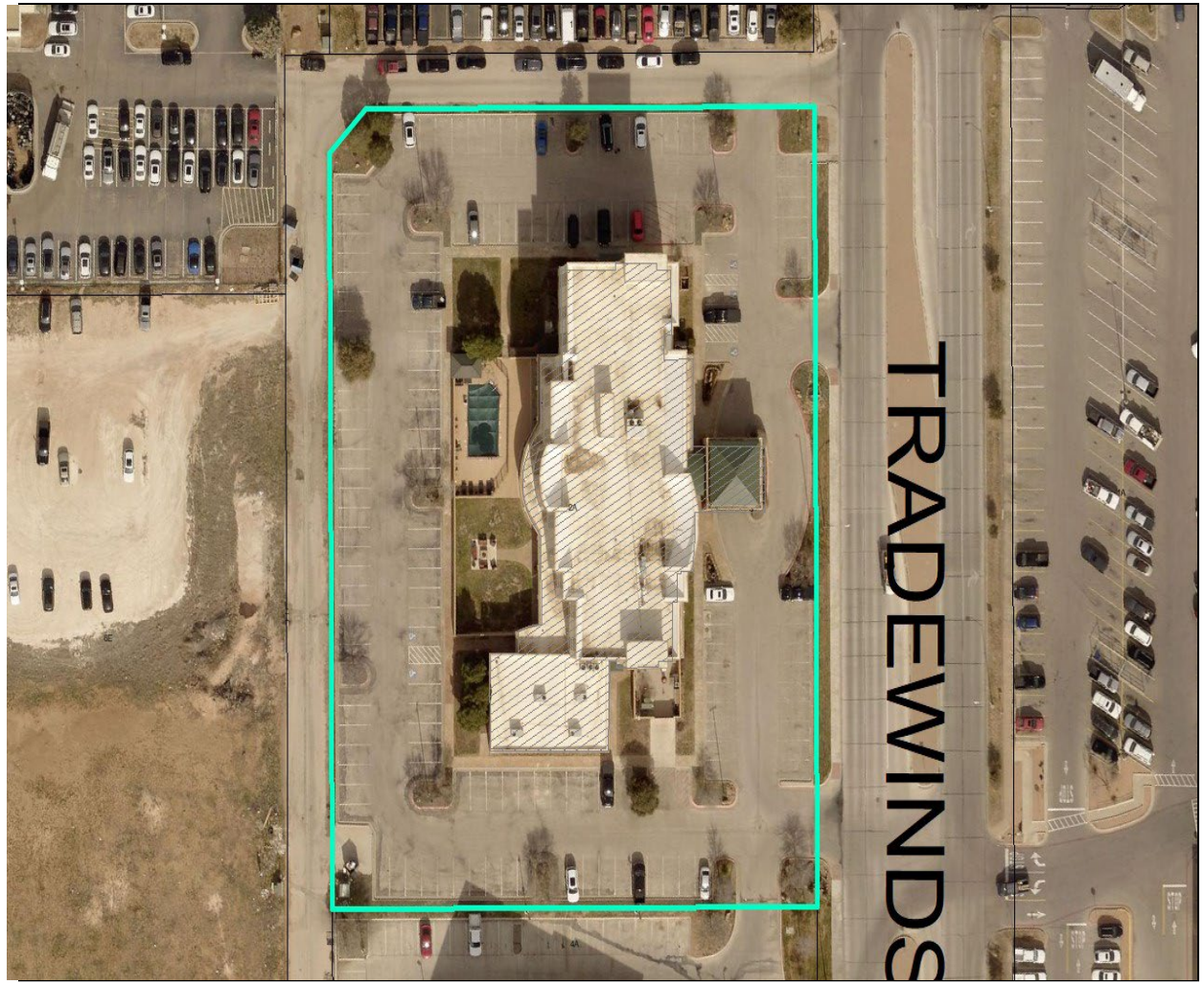
LAND USE

- **Current Use:** Hotel
- **Surrounding Uses:**
  - **North:** Restaurant
  - **South:** Hotel
  - **East:** Retail Store
  - **West:** Automobile Sales

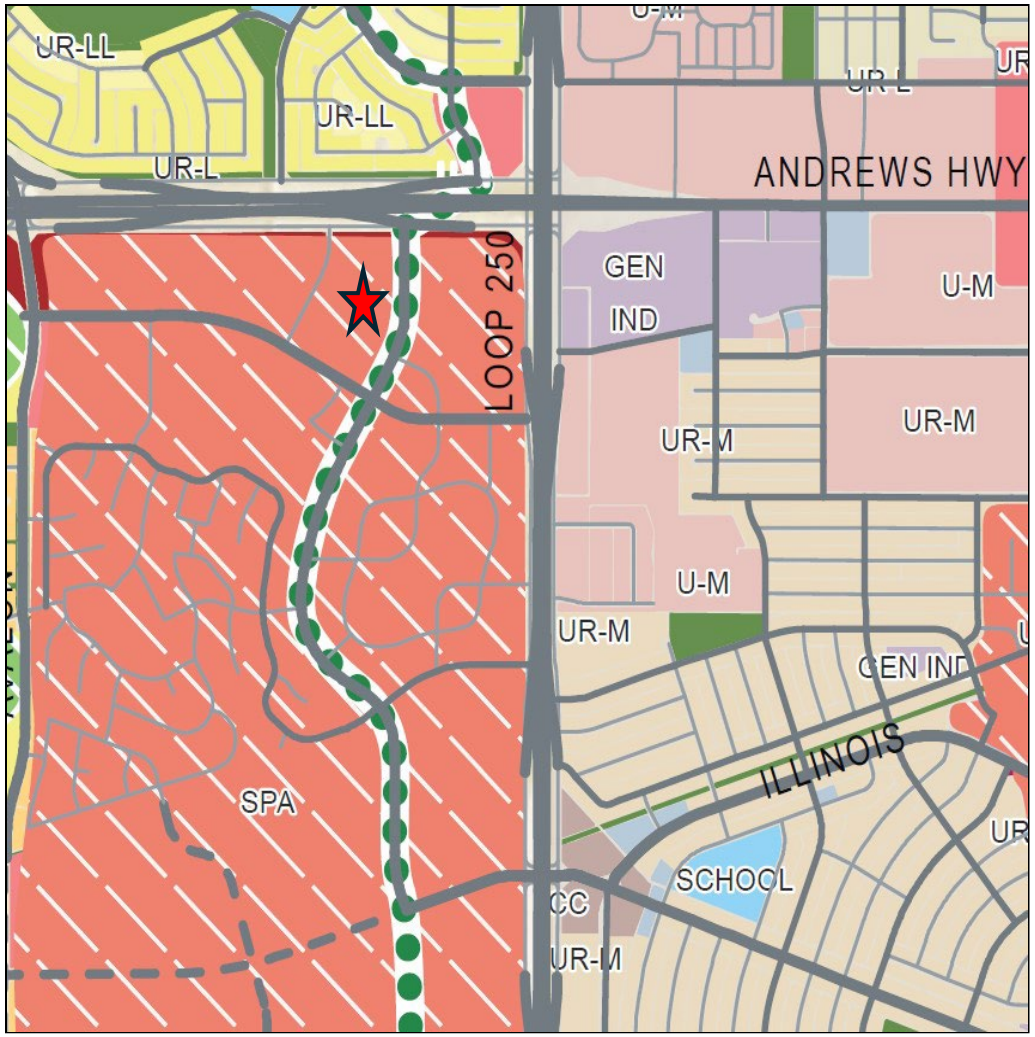


MIDLAND
Be the Energy!

On Tradewinds Boulevard, Looking West

COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area
- **Supported Uses:** No policies established for this location.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved the request on November 17, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the Property shall significantly conform to the site plan and elevation drawings attached hereto as Exhibits A and B, except to the extent that signs are depicted in said site plan and elevations drawings.

STAFF'S RECOMMENDATION

B. That the maximum building height of the hotel shall not exceed 61 feet.

C. That signage on the property shall be limited to two 48 square foot ground signs and three wall signs, which shall significantly conform to the sign plan, which is attached hereto as Exhibit C and incorporated herein for all purpose.

D. That the landscaping shall conform to the requirements of Title XI, Chapter 9 of the City Code, and all live materials shall be irrigated and kept in a healthy, growing condition.

STAFF'S RECOMMENDATION

E. That the dumpster screen shall be brick with a minimum height of five feet.

F. That a fence on the west property line shall be wood with brick columns and a minimum height of six feet.

G. That a minimum of 155 parking spaces shall be provided either on site or on the adjacent lot.

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: November 18, 2025
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2A AND 2B, BLOCK 1, CORPORATE PLAZA, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER, IN PART, TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CORPORATE DRIVE AND EDWARDS STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Charles Harrington, on behalf of Mallard Land Development, LLC, is requesting a Zone Change from PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part, to LR, Local Retail District for future mixed-use development for the properties located at 205 and 225 Corporate Drive.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part.

Surrounding Zoning and Land Use:

The property to the north is zoned O-2, Office District, and is vacant land. The property to the east is zoned PD, Planned Development District for a Housing Development, and is an apartment complex. The properties to the west and south are zoned PD, Planned Development District for an Office Center, and consist of office buildings.

Analysis:

The subject properties are located 205 and 225 Corporate Drive. The properties are currently zoned PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part. Charles Harrington, on behalf of Mallard Land Development, LLC, is requesting a zone change to LR, Local Retail District, for future mixed-use development. The applicant plans to develop a luxury storage facility that will include a shared clubhouse space and an outdoor pavilion.

The current Planned Development Districts for these properties require that all development must conform to the site plans attached to each of the ordinances. The current Planned Development Districts also establish additional development standards that the property must conform to. Approving of this zone change will establish a straight zoning for the property, while also removing the attached site plan and regulations of each Planned Development District.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban-High (U-H). This designation calls for a variety of non-residential uses.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection to zone change. [For Applicant’s Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for any structure within the floodplain. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part, to LR, Local Retail District.

Letters of Objection:

Staff has not received any letters of objection as of November 7, 2025.

Attachments:

A. ORDINANCE - Z-25-0453.PDHD & PDOC to LR Ord
B. Z-25-0453, Combined Documents
C. CC - - The Garages Zone Change

Britton Murry, Development Services	Created/Initiated - 11/4/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 2A and 2B, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas (the "Property"), to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for an Office Center, in part, to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Charles Harrington		Phone (832) 423-1415 Email: charrington@crownquest.com	
Address: 18 Desta Dr.	City: Midland	State: Tx	Zip: 79705

Property Owner Printed Name: Mallard Land Development, LLC Robert W. Floyd, President		Phone (432) 838-0314 Email: bfloyd@crownquest.com	
Address: PO Box 52267	City: Midland	State: TX	Zip: 79710

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Charles Harrington		Phone ( ) Email:	
Address:	City:	State:	Zip:

Street Address: 205 and 225 Corporate Dr.

Legal Description
Lot: 2A & 2B Block: 001 Subdivision: Corporate Plaza Sec. 20

Current Zoning: PD - Residential	**Proposed Zone:** LR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Current zoning does not allow for business development

Present Use of Property: Vacant

Proposed Use of Property: Condominium storage facility

How would this zone change affect the public health, safety and welfare? Should have no impact on public health, safety and welfare. Future project will enhance the area.

Describe how conditions affecting the property have changed since present zoning designation: Unknown. It appears that previous development has been removed property left vacant.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*

Applicant (signature): Charles Harrington	Date: 10/13/25
Applicant (printed): Charles Harrington	
Property Owner (signature): Robert W. Floyd	Date: 10/13/25
Property Owner (printed) : Robert W. Floyd	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Robert W. Floyd who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Midland Land Dev., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13 day of October, 2025, to certify which witness my hand and seal of office.

Rylie Gregston

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

RYLIE PAIGE GREGSTON
Notary Public, State of Texas
Comm. Expires 04-17-2029
Notary ID 135504137

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Check # 117

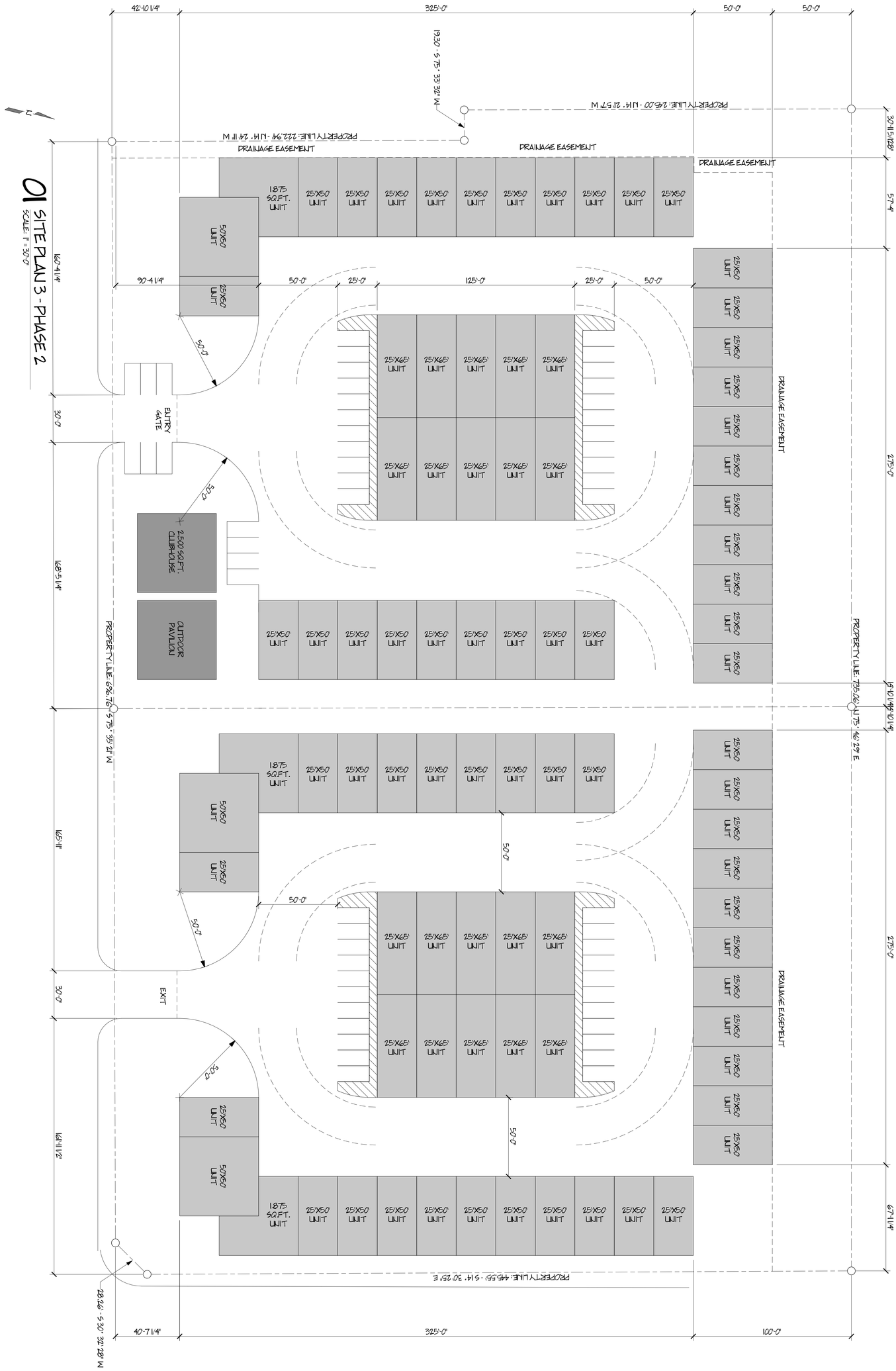
Received By: _____ Date: RECEIVED

OCT 13 2025

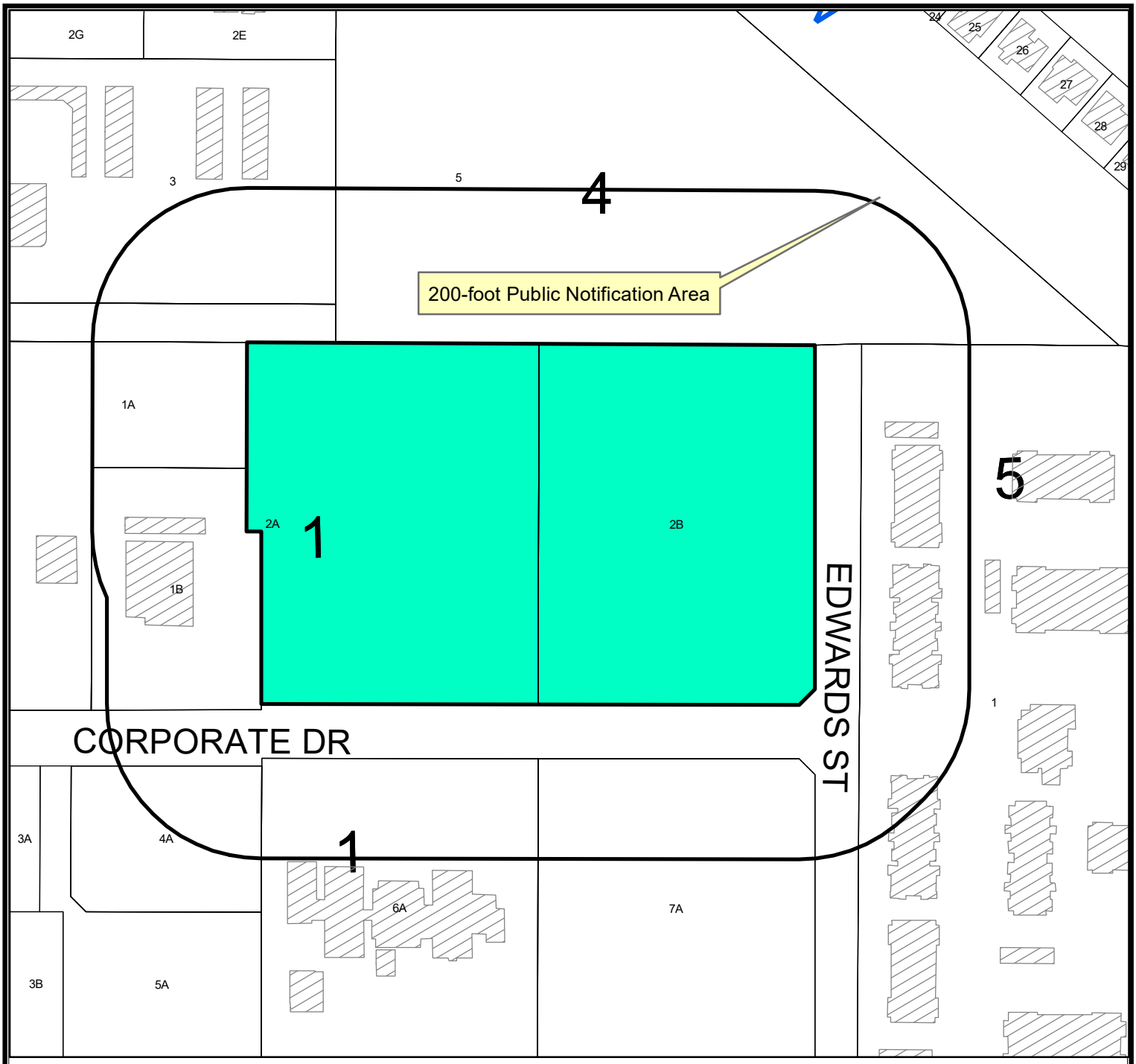
Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****

10/10/2025 8:56:32 AM



SHEET NUMBER A-1.32 SHEET 2 OF 0	THE GARAGES CORPORATE DRIVE MIDLAND, TEXAS 79705 PROJECT NUMBER: 25081	PRELIMINARY NOT FOR CONSTRUCTION for review and discussion only not for regulatory approval, permitting, or construction	SHEET TITLE SITE - OPTION 3 PHASE 2	CORNERSTONE DESIGN GROUP PHONE: (432)684-8005	DRAWN BY LJB	DATE 1/10/2025 REVISION



Location Map

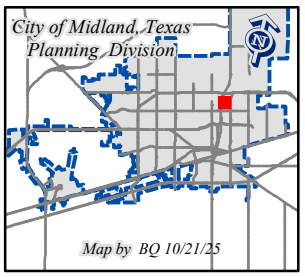
Z-25-0453 **Scale: 1" = 1,200'**

Consider a request by Charles Harrington, on behalf of Mallard Land Development, LLC, for a Zone Change from PD, Planned Development District for a Housing Development, in part, and PD, Planned Development District for a Office Center, in part, to LR, Local Retail District on Lots 2A and 2B, Block 1, Corporate Plaza, Section 20, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of Corporate Drive and Edwards Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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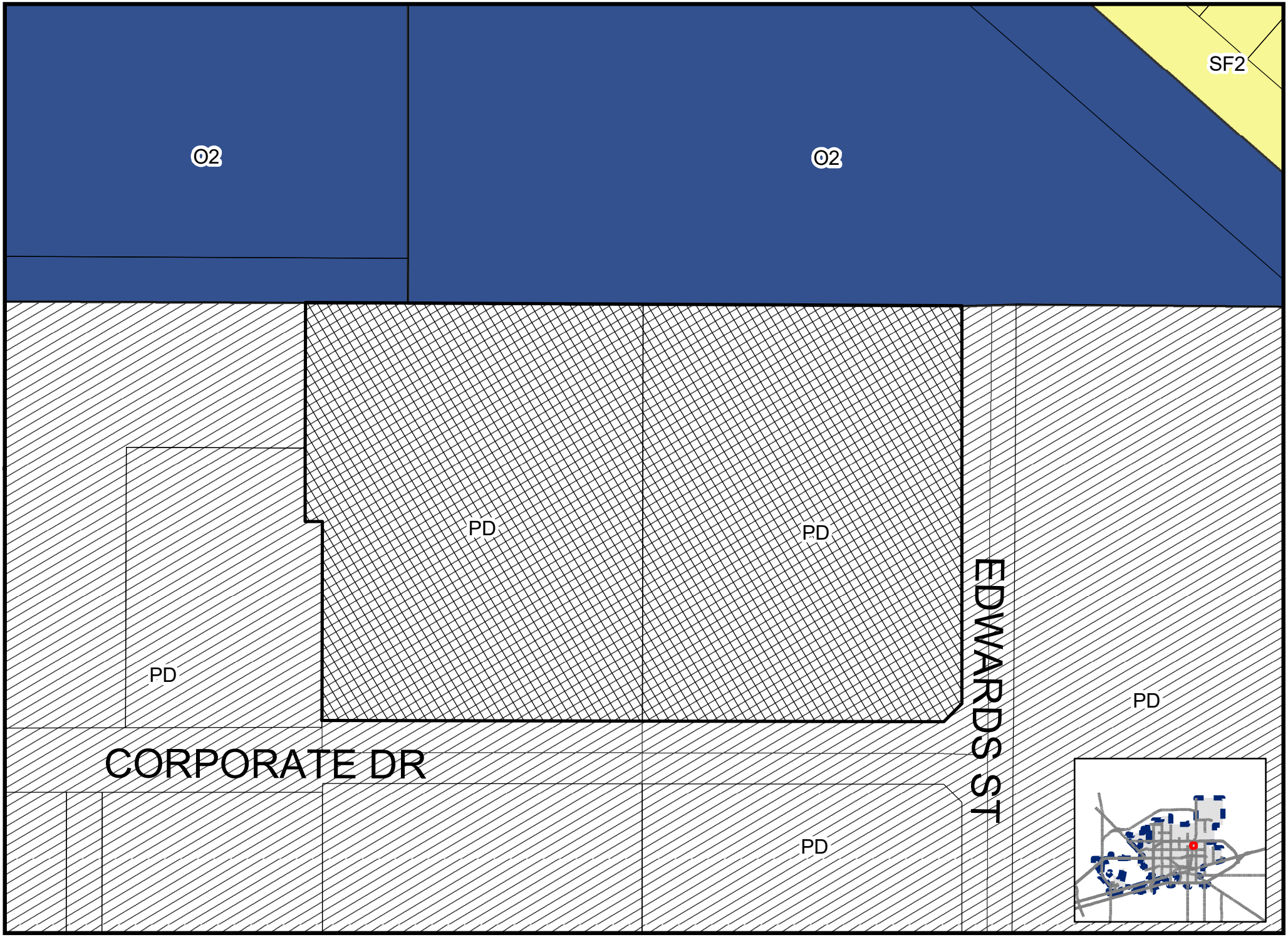
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



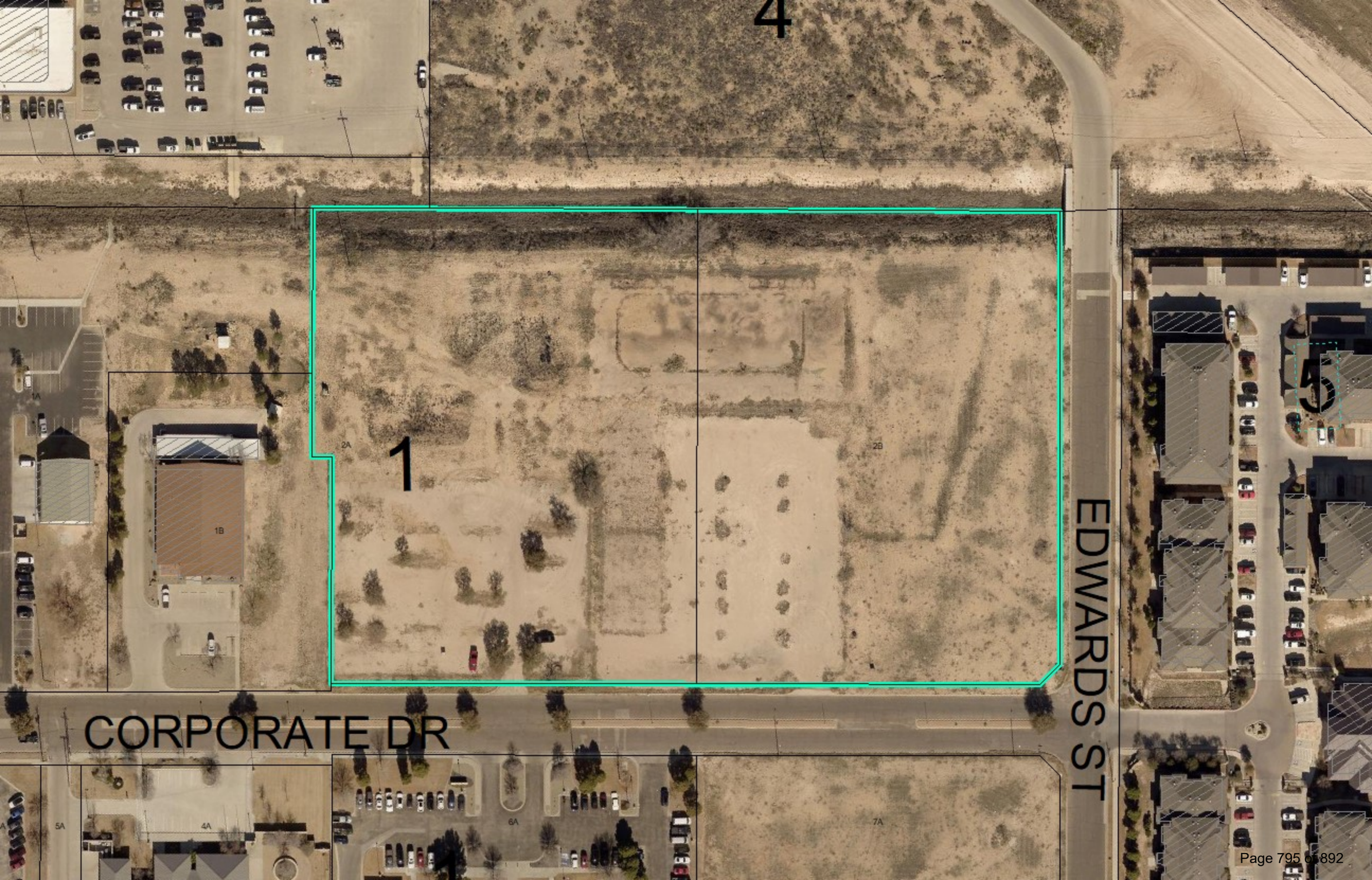
Map by BM, 10/27/2025

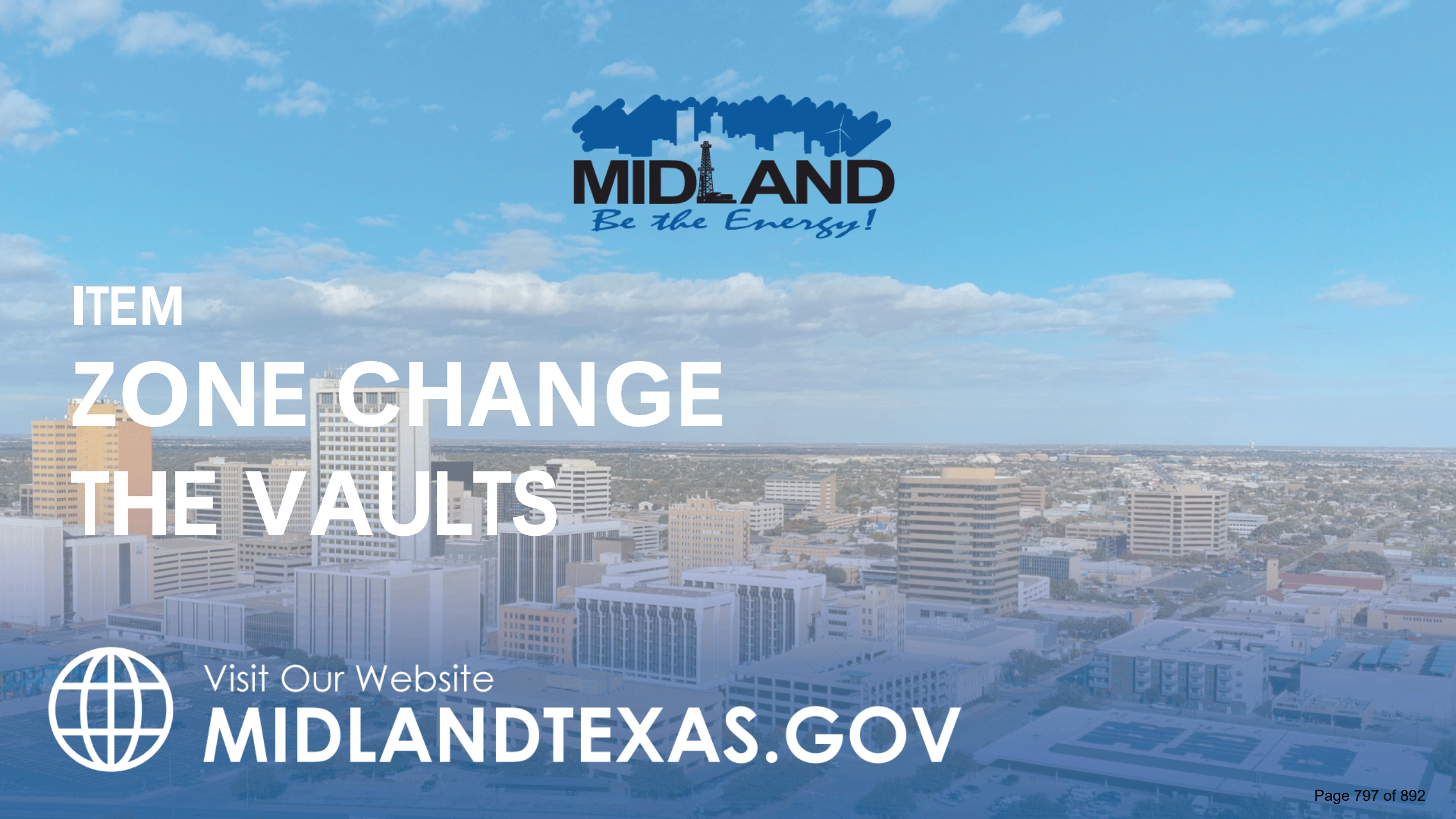
Z-25-0453

Scale: 1" = 135'

ZONING MAP

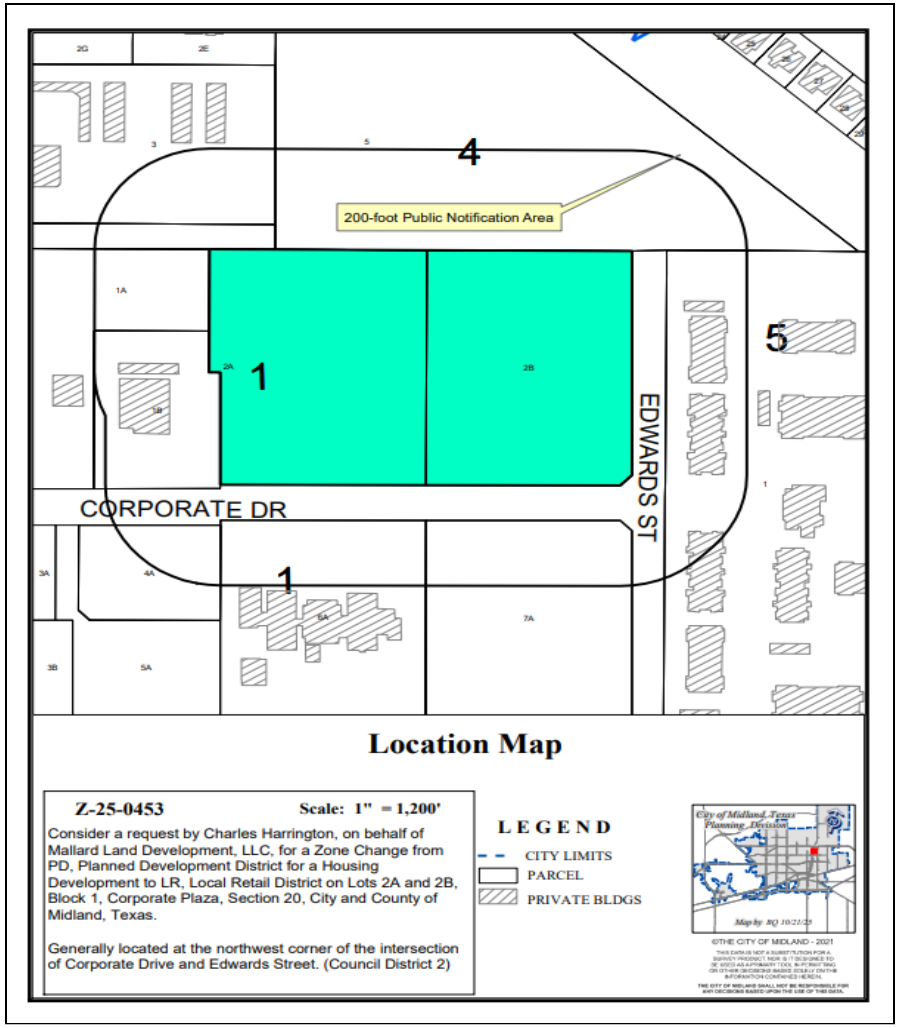
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY USER OR THIRD


4
1
2A
2B
1A
1B
5
EDWARDS ST
CORPORATE DR
5A
4A
6A
7A


MIDLAND
Be the Energy!
ITEM
ZONE CHANGE
THE VAULTS
Visit Our Website
MIDLANDTEXAS.GOV

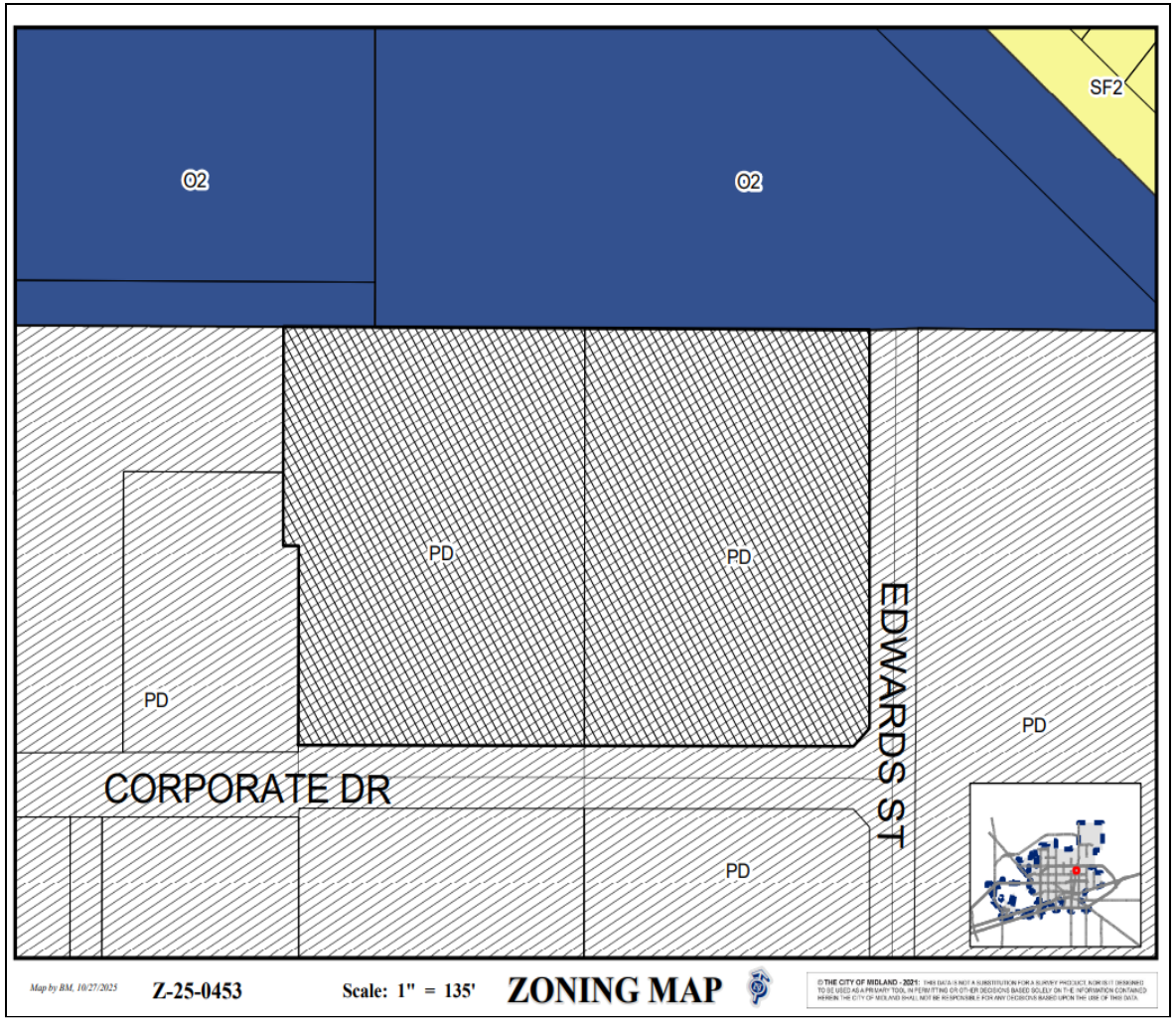
APPLICATION SUMMARY

- **Property Owner:** Mallard Land Development, LLC
- **Representative:** Charles Harrington
- **Location:** 205 and 225 Corporate Drive (Council District 2)
- **Reason for Request:** For future mixed use development of a luxury storage facility



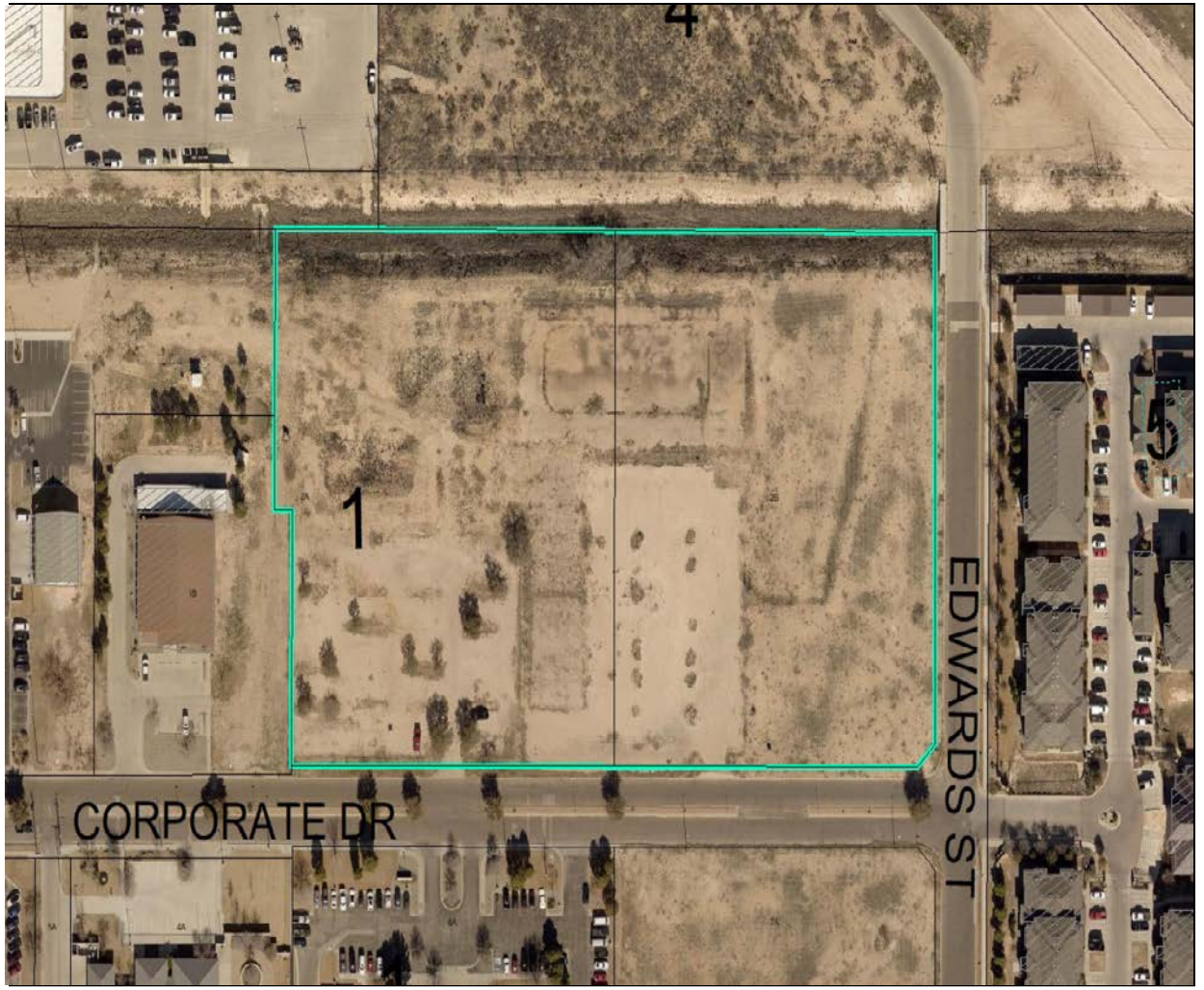
ZONING

- **Current Zoning:** PD, Planned Development District for an Office Center, in part, and PD, Planned Development District for a Housing Development, in part
- **Surrounding Zoning:**
  - **North:** O-2, Office District
  - **South/West:** PD, Planned Development District for an Office Center
  - **East:** PD, Planned Development District for a Housing Development
- **Proposed Zoning:** LR, Local Retail District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North:** Vacant Land
  - **South:** Vacant Land and a Medical Facility
  - **East:** Apartment Complex
  - **West:** Office Building
- **Proposed Use:** Luxury Storage Facility with a Clubhouse and an Outdoor Patio



4

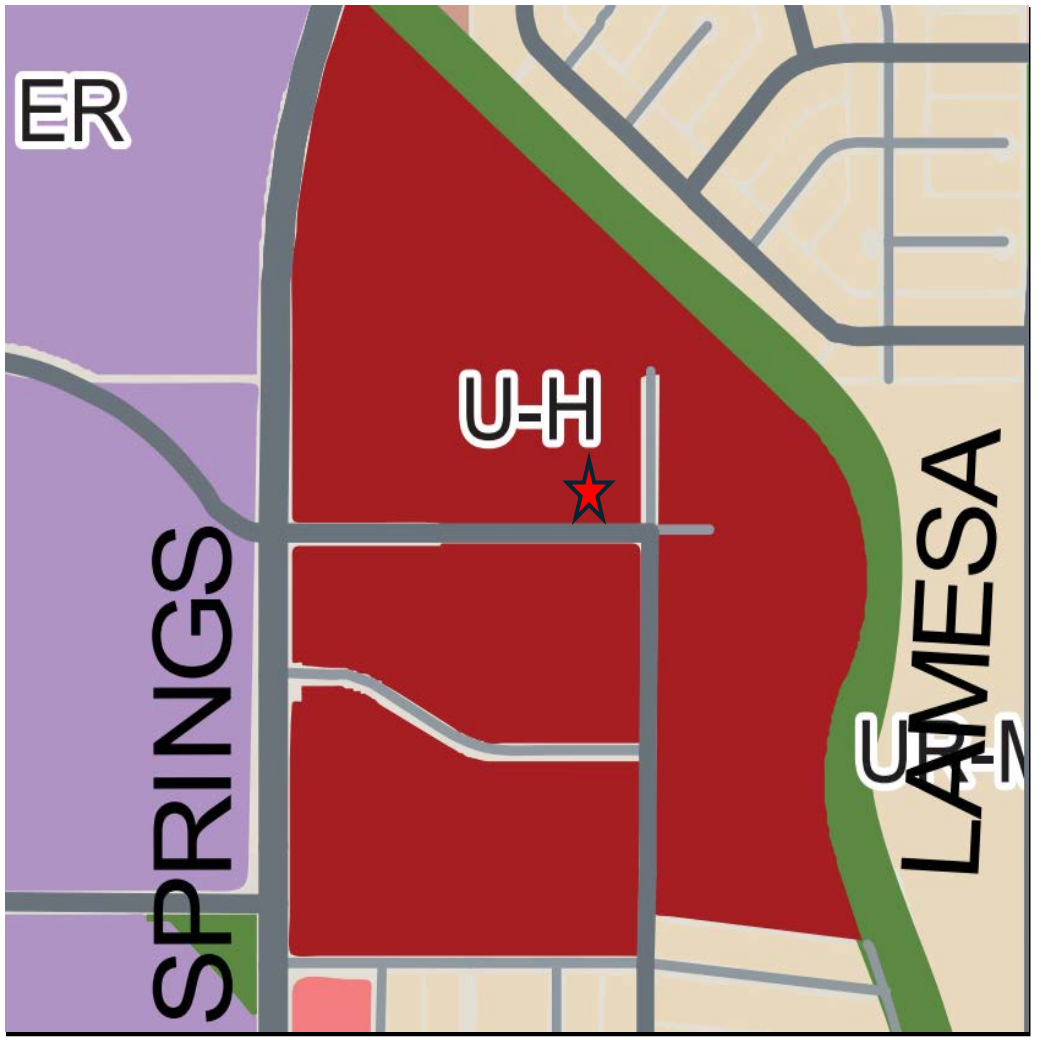
On Corporate Drive, Looking North

5

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.*



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on November 3, 2025.
- Staff recommends approval of this request.

MISSION

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

City Council Meeting

Item Number: 35.
Meeting Date: November 18, 2025
To: City Council
From: Angelina Bettanini, Planner II
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 1, 2, AND 3, BLOCK 127, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST KENTUCKY AVENUE AND SOUTH LAMESA ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
Mayra Navarrete, on behalf of Maria Luisa Gardea, is requesting a Zone Change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District for the construction of single-family housing on properties located at 400, 402, 404 South Lamesa Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, to the east and south are zoned RR, Regional Retail District. Land use to the north, east, and south consists of vacant lots. The property to the west is zoned SF-3, Single-Family Dwelling District, and the land use is single-family housing.

Analysis:

The subject properties are located at 400, 402, and 404 South Lamesa Street. The property is currently zoned RR, Regional Retail District. The applicant is requesting a zone change to SF-3, Single-Family Dwelling District, which would allow for the construction of a single-family residence. Thess vacant lots are located in a residential neighborhood that is developed with single-family housing. Changing this zoning would help the future residential development of this area. The property meets the minimum lot dimension requirements of the SF-3, Single-Family Dwelling District, zoning [Midland City Code 5.04]. A special exception for the corner lot at 400 S Lamesa was recently approved which granted a reduced minimum lot width for a corner lot from the required 55 feet ot 50 feet.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential-Medium (UR-M). This designation calls for any single-family zoning district.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant’s Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant’s information only.]

No objection to zone change. [For the Applicant’s information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from RR, Regional Retail District, to SF-3,

Single-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of November 7, 2025.

Attachments:

A. ORDINANCE - Z-25-0442.RR to SF-3 Ord
B. Z-25-0442. Combined Docs
C. CC, - - 400, 402, 404 S Lamesa, Zone Change Request

Angelina Bettanini, Development Services	Created/Initiated - 11/5/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/9/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/10/2025
Jan Hamilton, City Secretary	Final Approval - 11/10/2025

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 1, 2, and 3, Block 127, Southern Addition, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Maria Luisa Gardea		Phone (432) 813-3042 Email	
Address 403 Waverly Dr	City Midland	State TX	Zip 79703
Property Owner Printed Name: Maria Luisa Gardea		Phone (432) 813-3042 Email	
Address 403 Waverly Dr	City Midland	State TX	Zip 79703
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Mayra Navarrete		Phone (432) 352-9226 Email mayra@westtexhomes.com	
Address 707 S Mineola	City Midland	State TX	Zip 79701

Street Address: 400, 402, 404 S Lamesa Rd Midland, Tx 79701

Legal Description
Lot: Block: Subdivision:

Current Zoning: RR

Proposed Zone: Residential - Single Family SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To Sale property

Present Use of Property: Vacant Undeveloped

Proposed Use of Property: Single Family Residential

How would this zone change affect the public health, safety and welfare? No

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): x Ma Luisa Gardea	Date: 8/15/25
Applicant (printed): Maria Luisa Gardea	
Property Owner (signature): x Ma Luisa Gardea	Date: 8/15/25
Property Owner (printed) : Maria Luisa Gardea	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

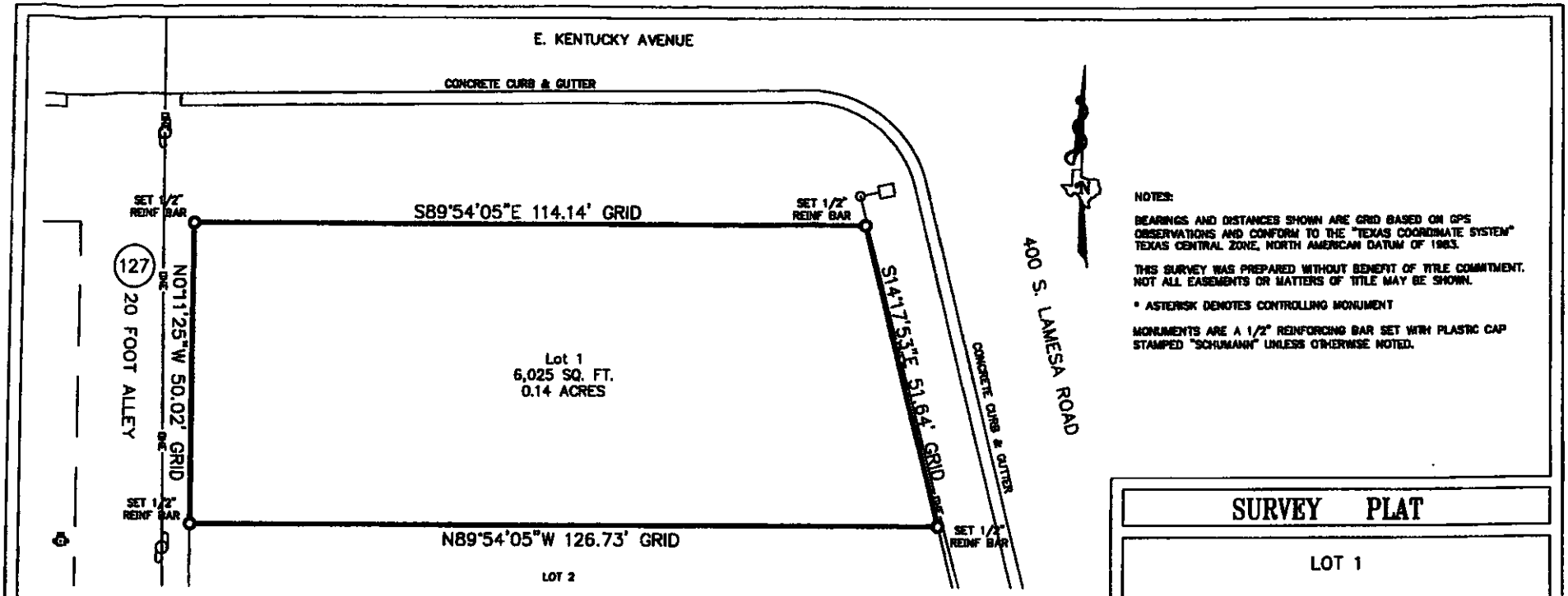
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☒ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1382	RECEIVED
Received By:	Date: AUG 19 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



NOTES:

BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

* ASTERISK DENOTES CONTROLLING MONUMENT

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0202F, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, SEPTEMBER 16, 2009, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). CENSUS TRACT NO. 15.00

TO THE LIENHOLDERS, SALVADOR AMPARAN AND MARIA LUISA AMPARAN

(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 2ND DAY OF JULY, 2014

RJ DAUM
TEXAS R.P.L.S. 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Civil Engineering ~ Land Surveying
TEXAS FIRM No. F1880
TEXAS FIRM No. 10149500
400 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6973

SURVEY PLAT

LOT 1

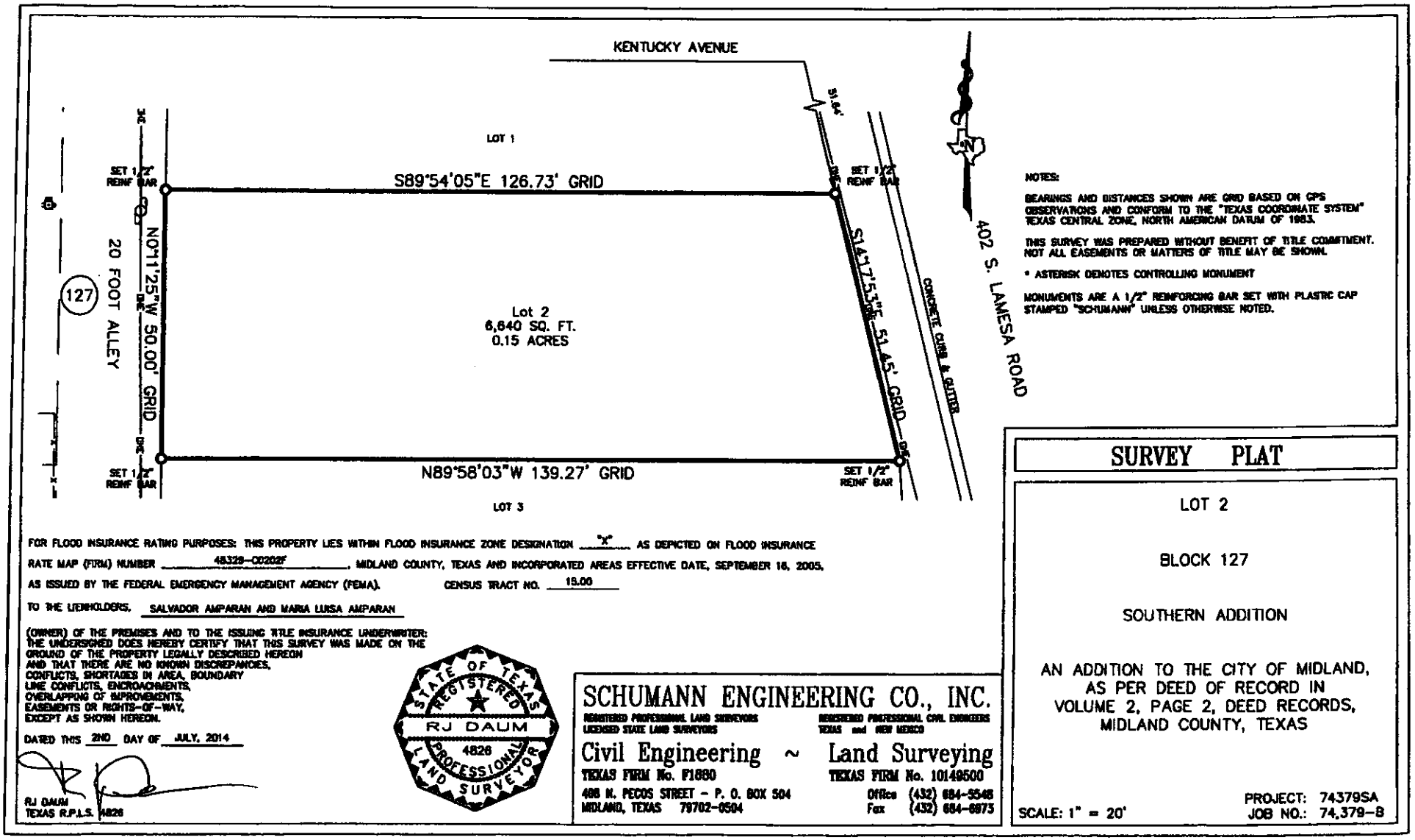
BLOCK 127

SOUTHERN ADDITION

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 2, PAGE 2, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 74379SA
JOB NO.: 74,379-A



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DATED THIS 2ND DAY OF JULY, 2014

RJ DAUM
TEXAS R.P.L.S. 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Civil Engineering ~ Land Surveying
TEXAS FIRM No. F1660
TEXAS FIRM No. 10149500
408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6873

SURVEY PLAT

LOT 2

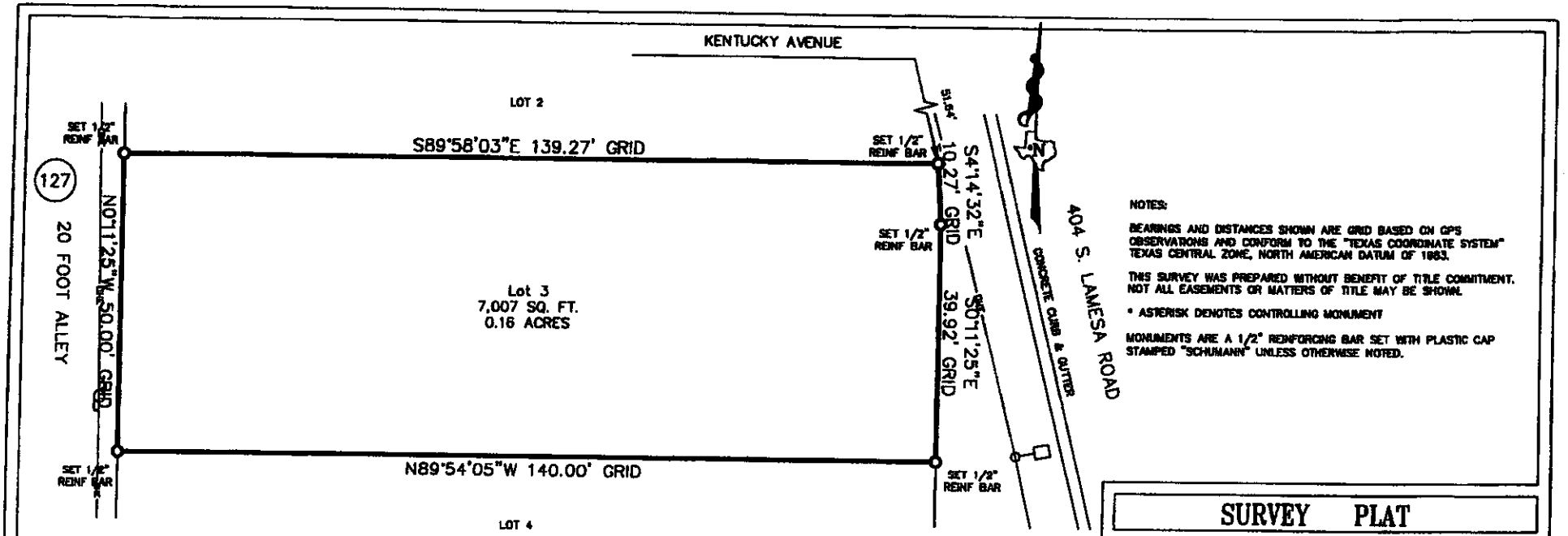
BLOCK 127

SOUTHERN ADDITION

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 2, PAGE 2, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 74379SA
JOB NO.: 74,379-8



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FOR FLOOD INSURANCE RATING PURPOSES: THIS PROPERTY LIES WITHIN FLOOD INSURANCE ZONE DESIGNATION "X" AS DEPICTED ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48329-C0202F, MIDLAND COUNTY, TEXAS AND INCORPORATED AREAS EFFECTIVE DATE, SEPTEMBER 18, 2005, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). CENSUS TRACT NO. 15.00

TO THE LIENHOLDERS, SALVADOR AMPARAN AND MARIA LUISA AMPARAN

(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 2ND DAY OF JULY, 2014

RJ DAUM
TEXAS R.P.L.S. 4826

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL LAND SURVEYORS
LICENSED STATE LAND SURVEYORS
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Civil Engineering ~ Land Surveying
TEXAS FIRM No. F1660
TEXAS FIRM No. 10149500
408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6973

SURVEY PLAT

LOT 3

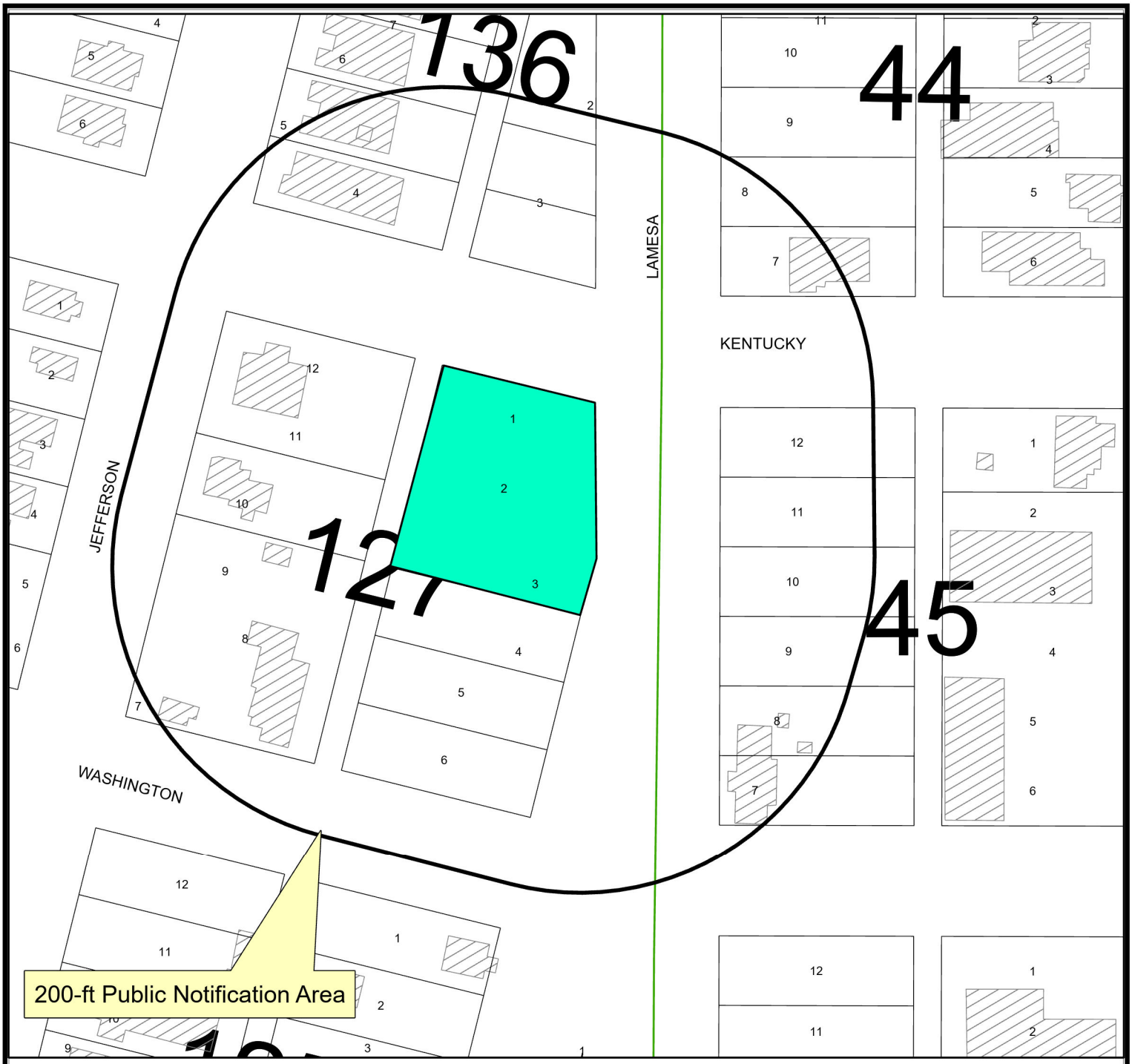
BLOCK 127

SOUTHERN ADDITION

AN ADDITION TO THE CITY OF MIDLAND, AS PER DEED OF RECORD IN VOLUME 2, PAGE 2, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 74379SA
JOB NO.: 74,379-C



Location Map

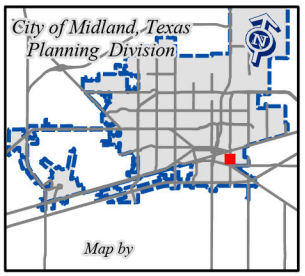
Z-25-0442 **Scale: 1" = 102 '**

Consider a request by Fathom Realty, on behalf of Maria Luisa Gardea, for a Zone Change from RR, Regional Retail District, to SF-3, Single-Family Dwelling District, on Lots 1, 2, and 3, Southern Addition, City and County of Midland, Texas.

Generally located at the Northeast corner of East Kentucky Avenue and South Lamesa Street. (Council District 2)

LEGEND

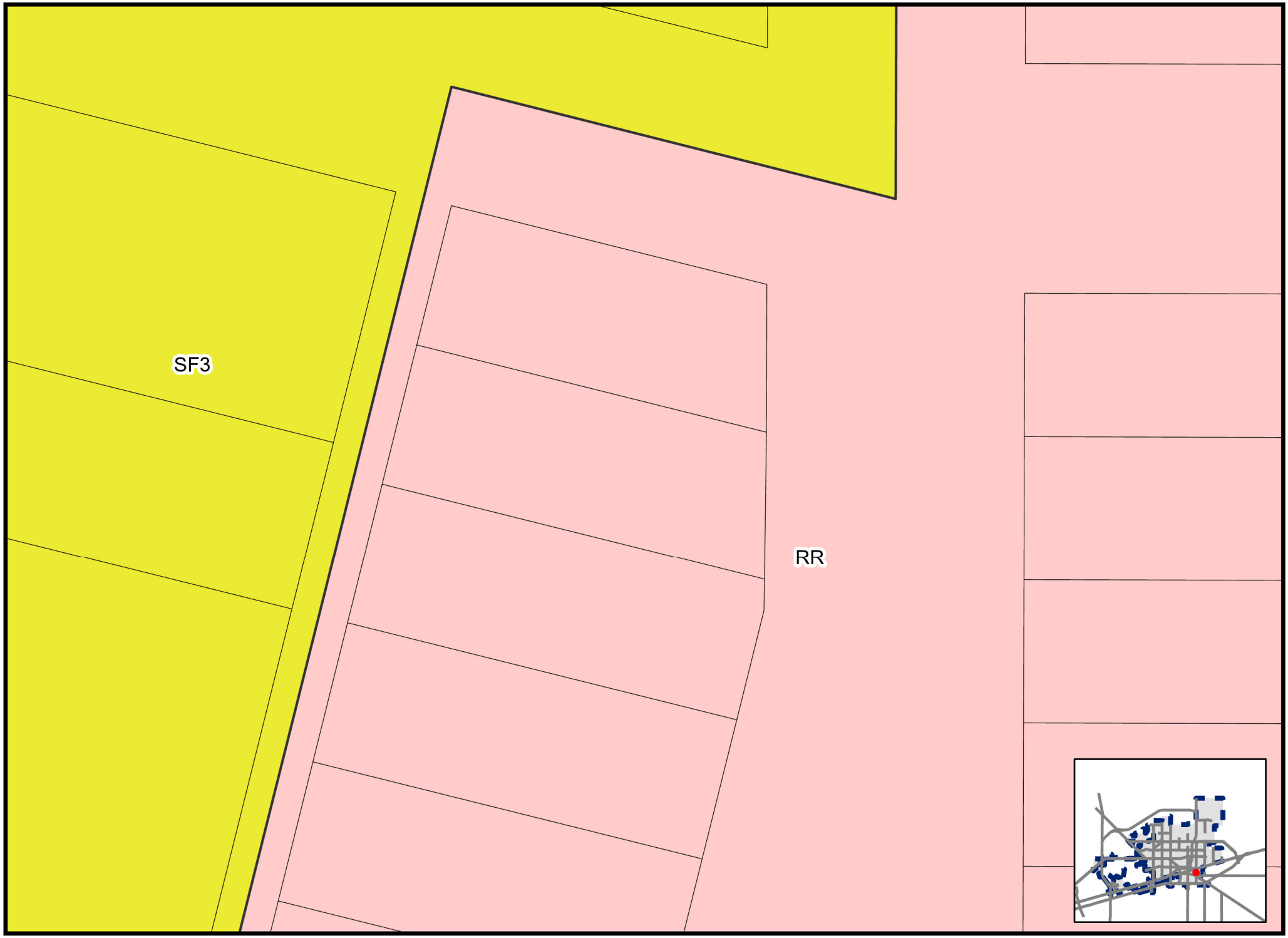
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Created: 9/10/2025

Z-25-0442

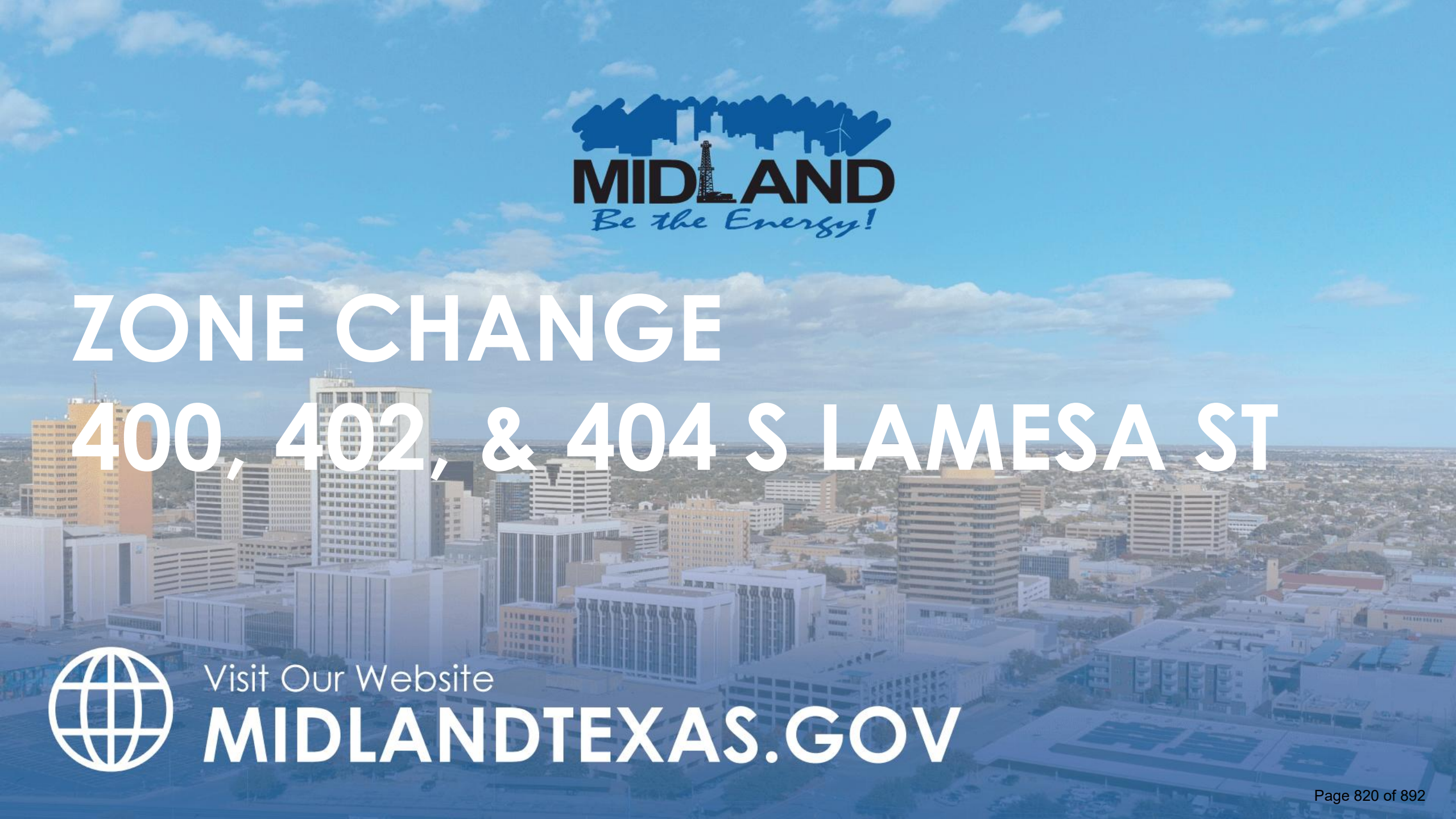
Scale: 1" = 42 '

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN BY ANY USER OF THIS

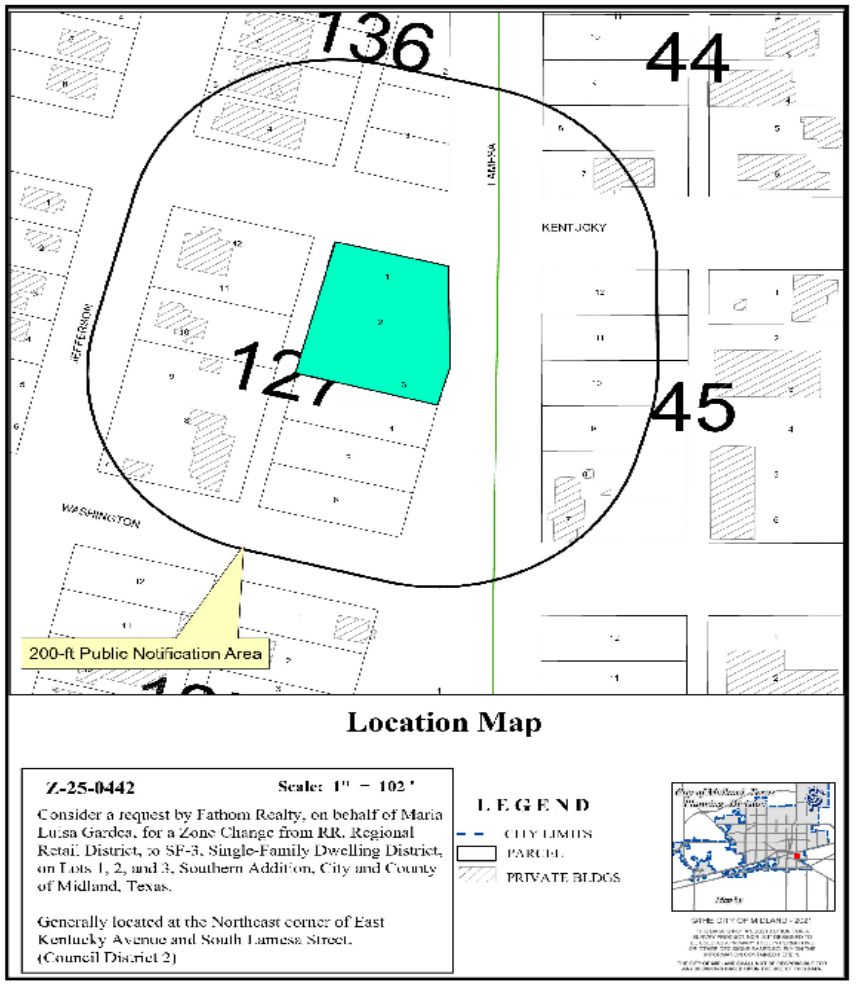
135
136
44
MARSHALL
LEE
KENTUCKY
128
JEFFERSON
127
45
LAMESA
WASHINGTON
124

FOR SALE


MIDLAND
Be the Energy!
ZONE CHANGE
400, 402, & 404 S LAMESA ST
Visit Our Website
MIDLANDTEXAS.GOV

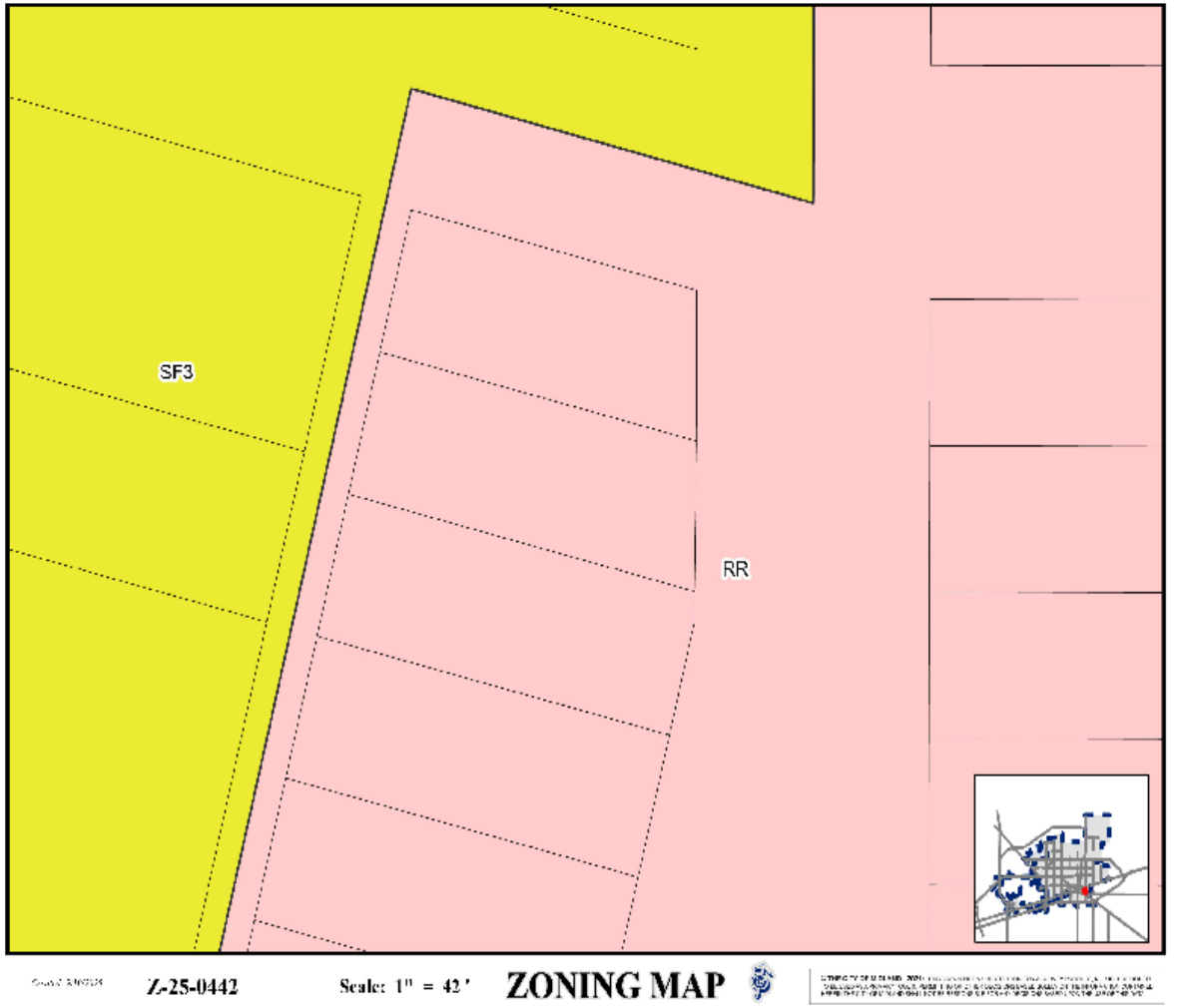
APPLICATION SUMMARY

- **Applicant:** Mayra Navarrete with Fathom Realty
- **Property Owner:** Maria Luisa Gardea
- **Location:** 400, 402, and 404 South Lamesa Street (Council District 2)
- **Reason for Request:** To construct a single-family dwelling



ZONING

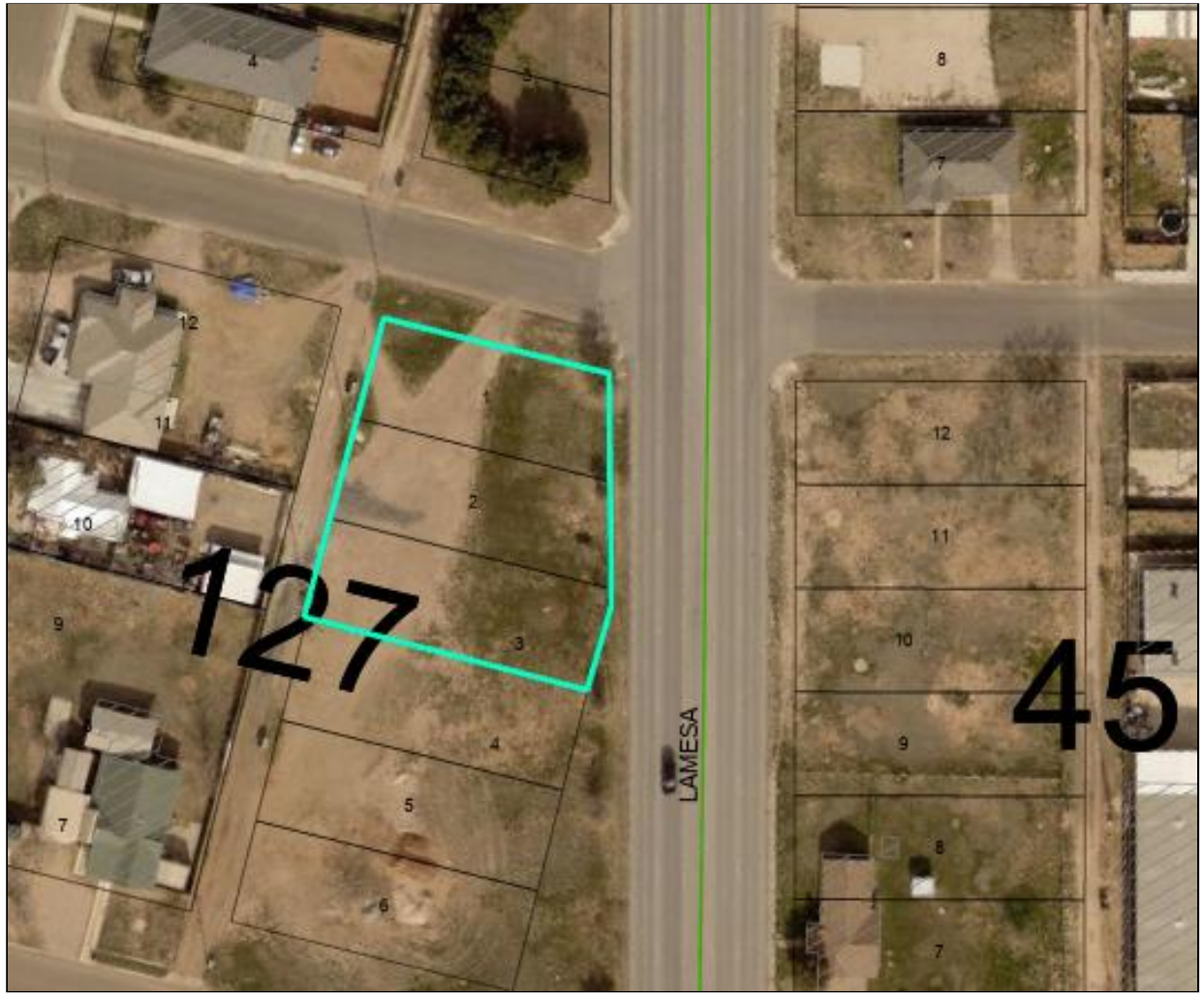
- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** RR, Regional Retail District and SF-3, Single-Family Dwelling District
  - **South & West:** RR, Regional Retail District
  - **West:** SF-3, Single-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses**
  - **North/East/South:** Vacant Lots
  - **West:** Single-Family Housing and Vacant Lots
    Proposed Use: Single-Family Dwelling
- **Proposed Use:** Single-Family Dwelling



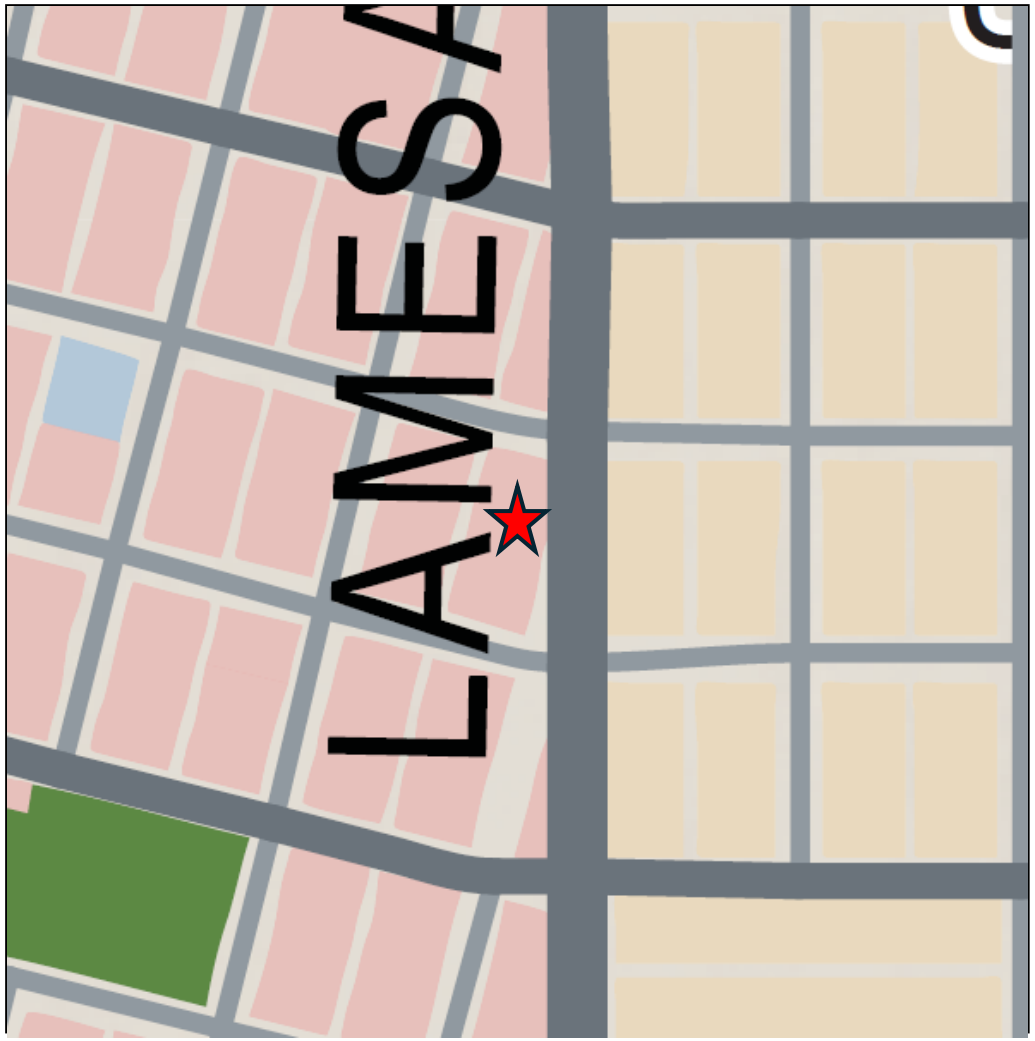
On East Kentucky Avenue, Looking South

5

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN

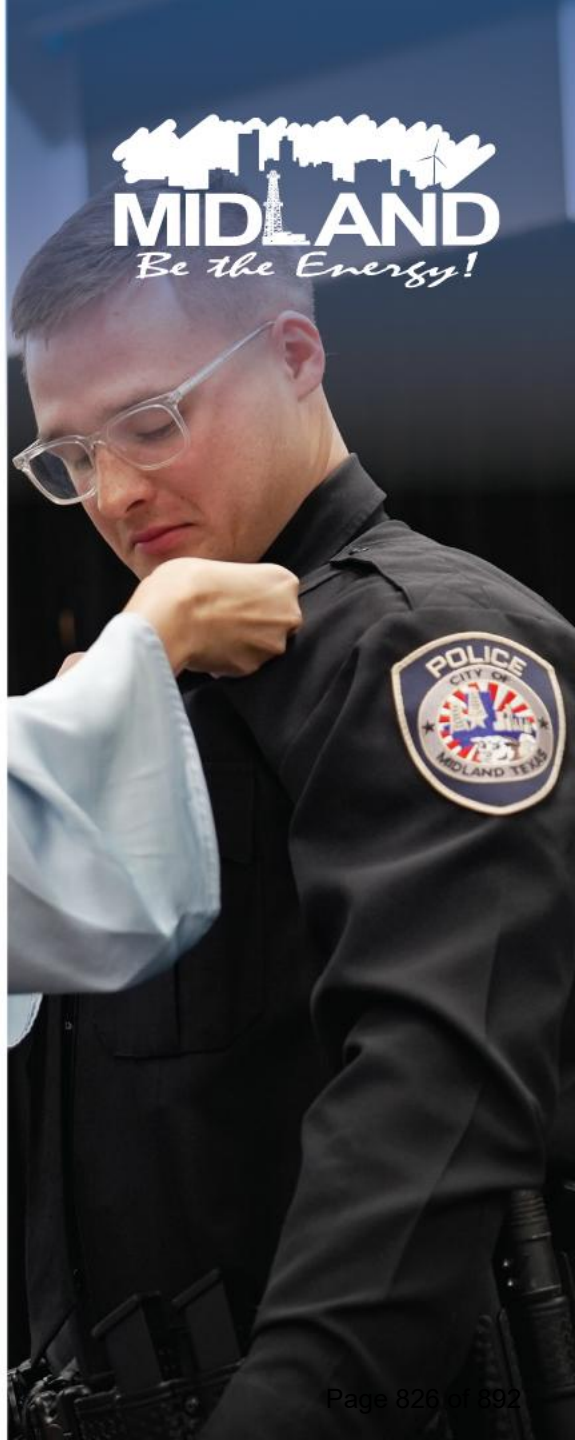
- **Land Use Designation:** Urban Medium (U-M)
- **Supported Uses:** Supporting uses include a mix of residential use, schools, churches, and low-dense commercial.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
Be the Energy!

RELATED ITEMS

- In addition to the zone change request, 400 South Lamesa went through the special exception process. This was approved by City Council on October 14, 2025 and October 28, 2025.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission approved of this request on November 17, 2025.
- Staff recommends approval of this request.

MISSION

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

City Council Meeting

Item Number: 36.
Meeting Date: November 18, 2025
To: City Council
From: Britton Murry, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

Purpose:
PJP Group, LLC, on behalf of SHMK Development, LLC, is requesting a Zone Change from MF-16, Multiple-Family Dwelling District to LR, Local Retail District for future retail development on a property located at 1110 Austin Street.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
Current Zoning:

MF-16, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north and east are zoned RR, Regional Retail District and consist of retail stores and shops. The properties to the west are zoned SF-1, Single-Family Dwelling District, and consist of single-family housing. The property to the south is zoned PD, Planned Development District for an Office Center and is currently a vacant lot.

Analysis:

The subject property is located at 1110 Austin Street. The property is currently zoned MF-16, Multiple-Family Dwelling District. PJP Group, LLC, on behalf of SHMK Development, LLC, is seeking a zone change to LR, Local Retail District in order to development retail stores and shops. The current zoning, MF-16, Multiple-Family Dwelling District, does not allow for the use of retail stores and shops [Midland City Code 4.03].

Approving this zone change request would establish a zoning that offers a variety of low intense uses that are compatible with the surrounding single-family housing. The applicant does not know the exact type of businesses that will be included on this lot, so having the versatility of LR, Local Retail District zoning provides them with numerous options. The applicant plans to development a shopping center with five tenants. Per the Nonresidential Zoning District Dimensional Regulations Chart, this lot meets the requirements for the LR, Local Retail District zoning. [Midland City Code Section 5.05]

The Tall City Tomorrow Comprehensive Plan, Chapter 3; designates this area as a Special Study Area. This designation has no policies established.

This proposed zone change has been circulated to the respective City departments for internal review, and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this Zone Change from MF-16, Multiple-Family Dwelling District

to LR, Local Retail District.

Letters of Objection:

Staff has received three letters of objection as of November 7, 2025.

Attachments:

A. ORDINANCE - Z-25-0441.MF-16 to LR Ord
B. Z-25-0441, Combined Documents
C. CC - - 1110 Austin Street Zone Change
D. Z-25-0441, Combined Objection Letters

Britton Murry, Development Services	Created/Initiated - 11/4/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Christy Weakland, City Secretary	Approved - 11/10/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.992-ACRE TRACT OF LAND OUT OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED EAST OF THE INTERSECTION OF AUSTIN STREET AND PRINCETON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.992-acre tract of land out of Tracts 2 and 3, Midkiff Heights, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-16, Multiple-Family Dwelling District to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

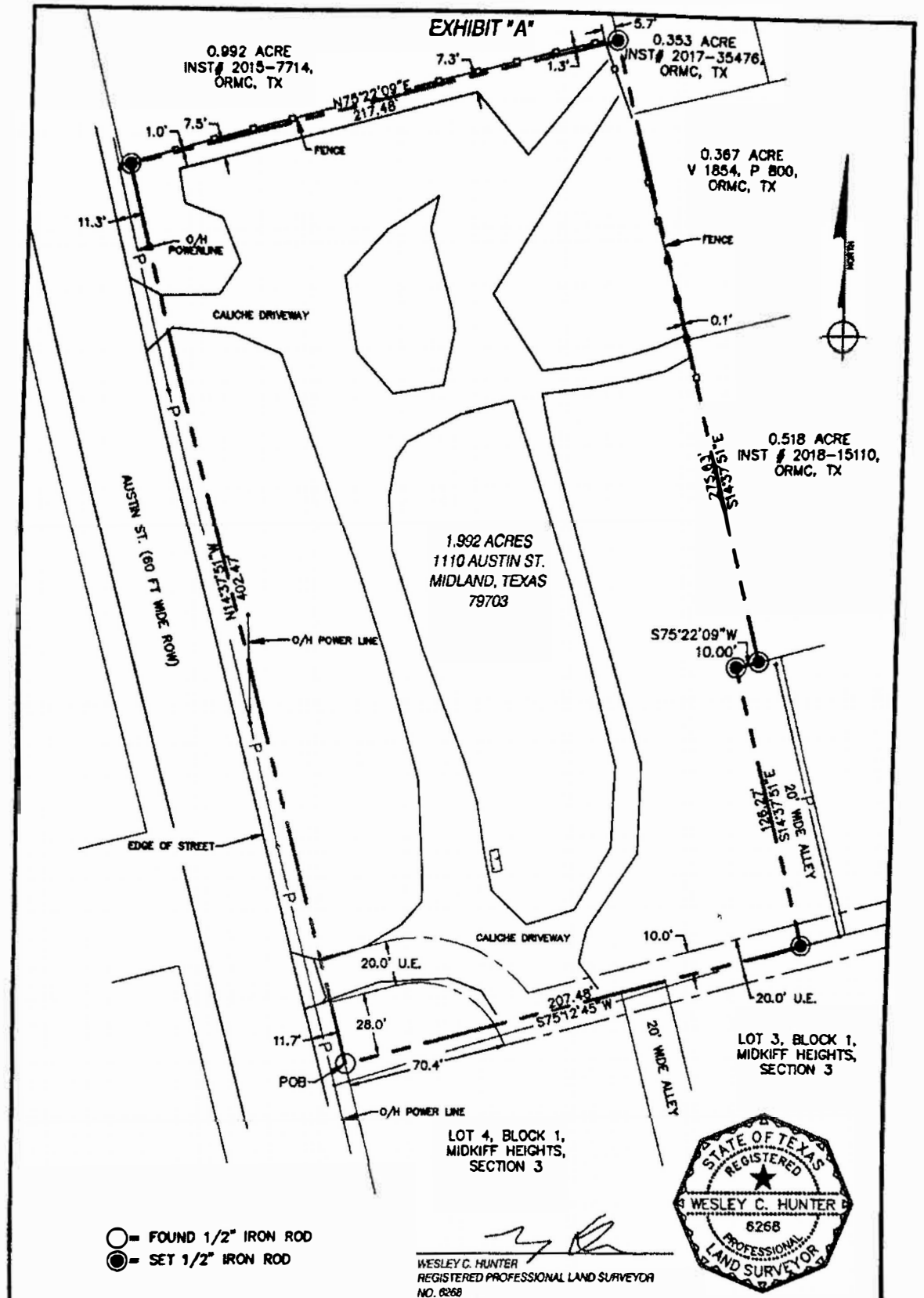
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, City Attorney



STATE OF TEXAS
REGISTERED
WESLEY C. HUNTER
6268
PROFESSIONAL
LAND SURVEYOR

○= FOUND 1/2" IRON ROD
◉= SET 1/2" IRON ROD

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of July, 2018 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition II Land Title Survey and in accordance with the rules and regulations of the State of Texas..

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE
2. THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT G.F. NO. [illegible] ISSUED BY ALAMO TITLE INSURANCE COMPANY, ISSUED SEPTEMBER 18, 2007, EFFECTIVE SEPTEMBER 7, 2007.
3. PROPERTY IS SUBJECT TO THE RESTRICTIONS RECORDED IN VOLUME 89, PAGE 385, ALL IN DEED RECORDS OF MIDLAND COUNTY, TEXAS
4. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP MIDLAND COUNTY, TEXAS, MAP NUMBER 48329C 0085F, REVISED SEPTEMBER 18, 2008, THIS TRACT IS SHOWN TO BE IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SURVEY FOR
GKW PROPERTIES, LTD.

BEING A 1.992 ACRE TRACT OF LAND CALLED 1.99 ACRES IN VOLUME 2934, PAGE 882, OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS, BEING ALSO A PORTION OF TRACTS 2 AND 3, MIDKIFF HEIGHTS, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 89, PAGE 385, DEED RECORDS OF MIDLAND COUNTY, TEXAS

EXPLORER SURVEYING
SURVEYING & MAPPING
2403 S COUNTY RD 1110 LOT B, MIDLAND, TX 79706
(432) 238-4199 WWW.EXPSURVEY.COM
FIRM # [illegible] REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

DRAWN BY: DH	DATE: 7/19/2018	DWG. NO.	REV.
CHECKED BY: WH	DATE: 7/23/2018	ES-WH-S2-T2-3-001	0
SCALE: 1"=50'	APP.: 7/24/2018	GF#: 0709-078-BH	

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Shafik Tejani, SHMK Development, LLC		Phone (432) 967-2763 Email shafik.tejani@mtp-hosp.com	
Address 4108 N Big Spring	City Midland	State TX	Zip 79705

Property Owner Printed Name: SHMK Development, LLC		Phone (432) 967-2763 Email shafik.tejani@mtp-hosp.com	
Address 4108 N Big Spring	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: PJP Group, LLC Printed Name: Jignesh Patel		Phone (210) 316-0659 Email jignesh.patel083@gmail.com	
Address 2525 Durango Drive	City Carrollton	State TX	Zip 75010

Street Address: 1110 Austin Street, Midland, TX 79703

Legal Description
Lot: 4 Block: 1 Subdivision: Midkiff Heights, Section 3

Current Zoning: MF16

Proposed Zone: LR - Local Retail District
(List by tracts if more than one district is requested)

Reason for Zone Change Request: The reason for the zoning change request is to align the subject property's classification with the surrounding area, which is currently zoned RR (Regional Retail District) and PD (Planned Development District).

Present Use of Property: Vacant

Proposed Use of Property: Future retail development

How would this zone change affect the public health, safety and welfare? This zoning change would positively impact public health, safety, and welfare by encouraging the development of high-quality, low-intensity retail projects. It supports the revitalization of underperforming and declining areas within the Central City by maximizing the use of infill sites.

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 10/16/2025
Applicant (printed): Shafik Tejani	
Property Owner (signature):	Date: 10/16/2025
Property Owner (printed) : SHMK Development LLC	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

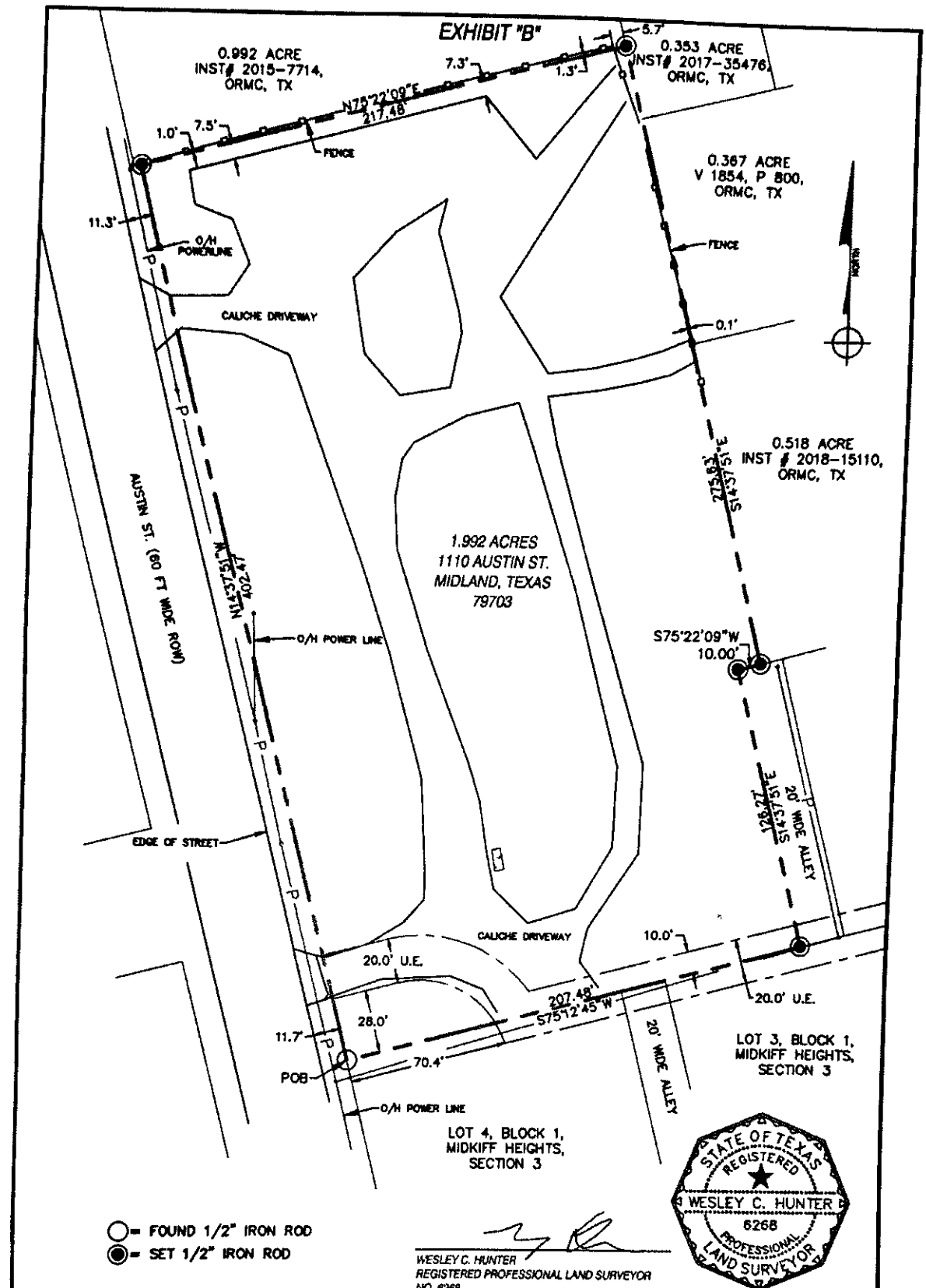
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



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STATE OF TEXAS
REGISTERED
WESLEY C. HUNTER
6268
PROFESSIONAL
LAND SURVEYOR

WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
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FIRM # 10194660 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING

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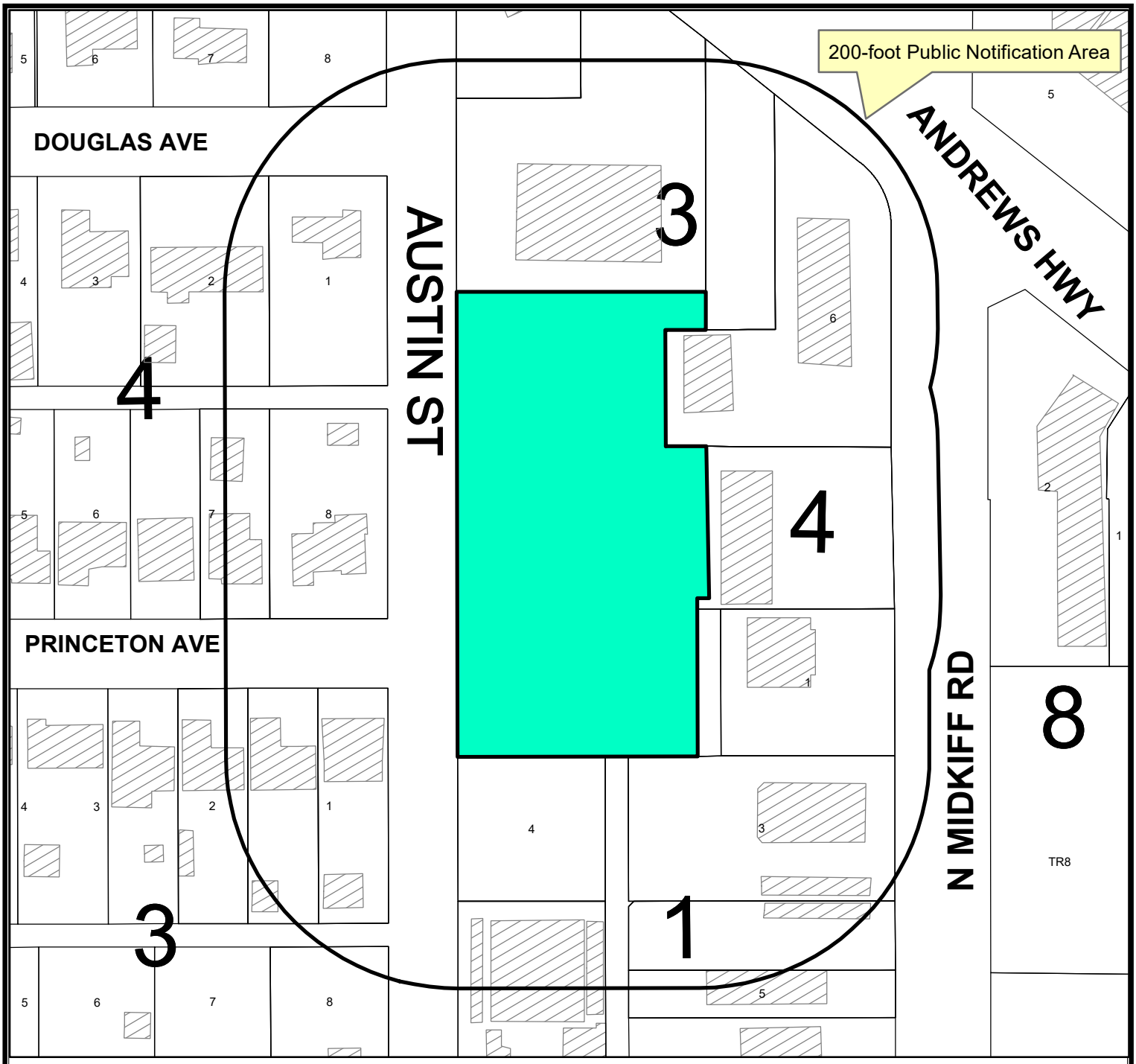
DRAWN BY: DH	DATE: 7/19/2018	DWG. NO.	REV.
CHECKED BY: WH	DATE: 7/23/2018	ES-MH-S2-T2-3-001	0
SCALE: 1"=50'	APP.: 7/24/2018	GF#: 0709-078-BH	



Location Map

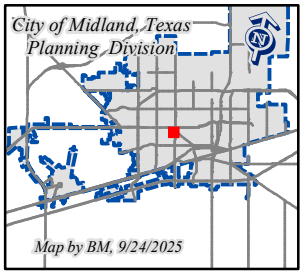
Z-25-0441 **Scale: 1" = 123'**

Consider a request by PJP Group, LLC, on behalf of SHMK Development, LLC, for a Zone Change from MF-16, Multiple-Family Dwelling District, to LR, Local Retail District on a 1.992-acre tract of land out of Tracts 2 and 3, Midkiff Heights, City and County of Midland, Texas.

Generally located east of the intersection of Austin Street and Princeton Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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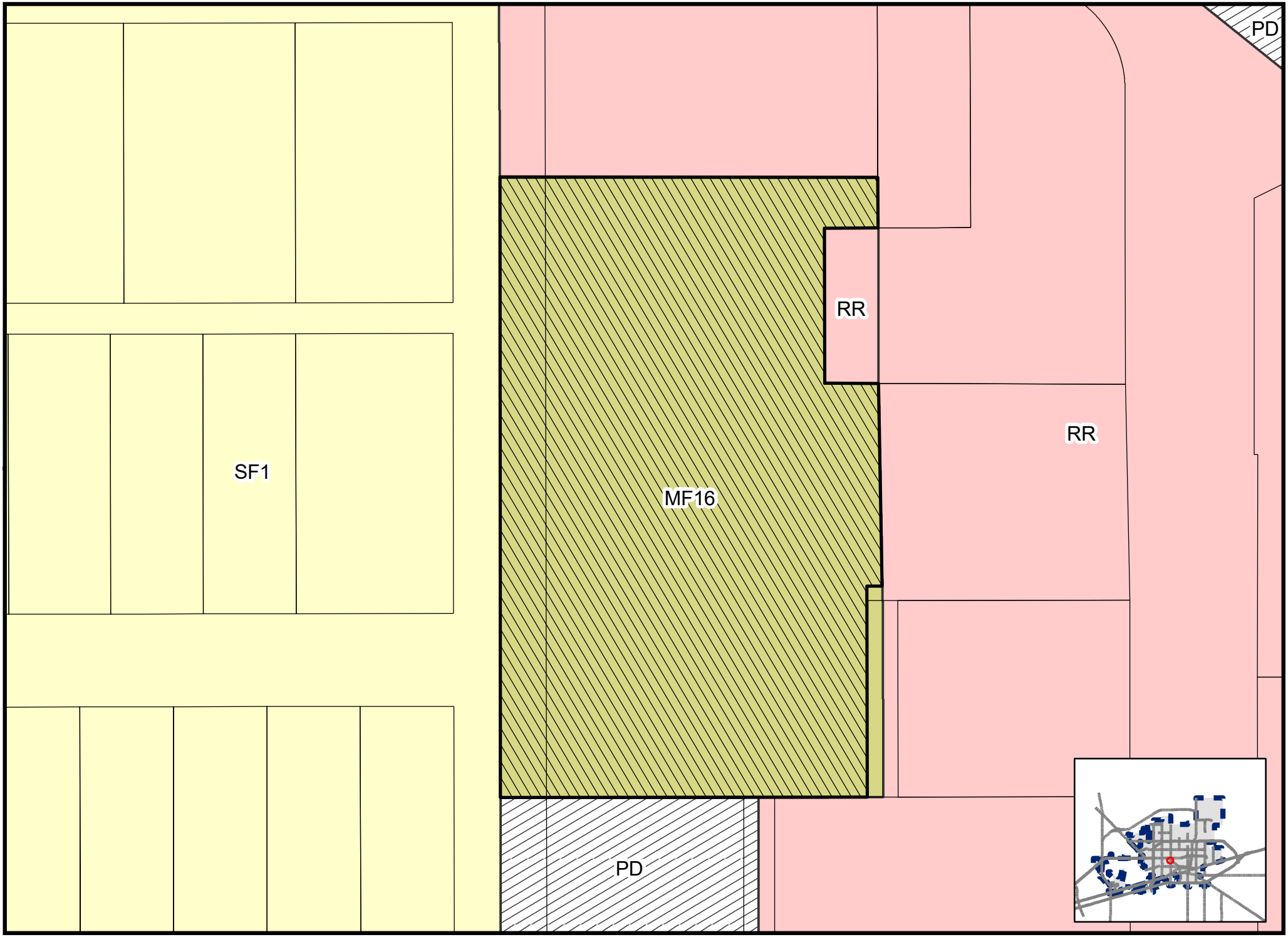

Map by BM, 9/24/2025

Z-25-0441

Scale: 1" = 78'

ZONING MAP

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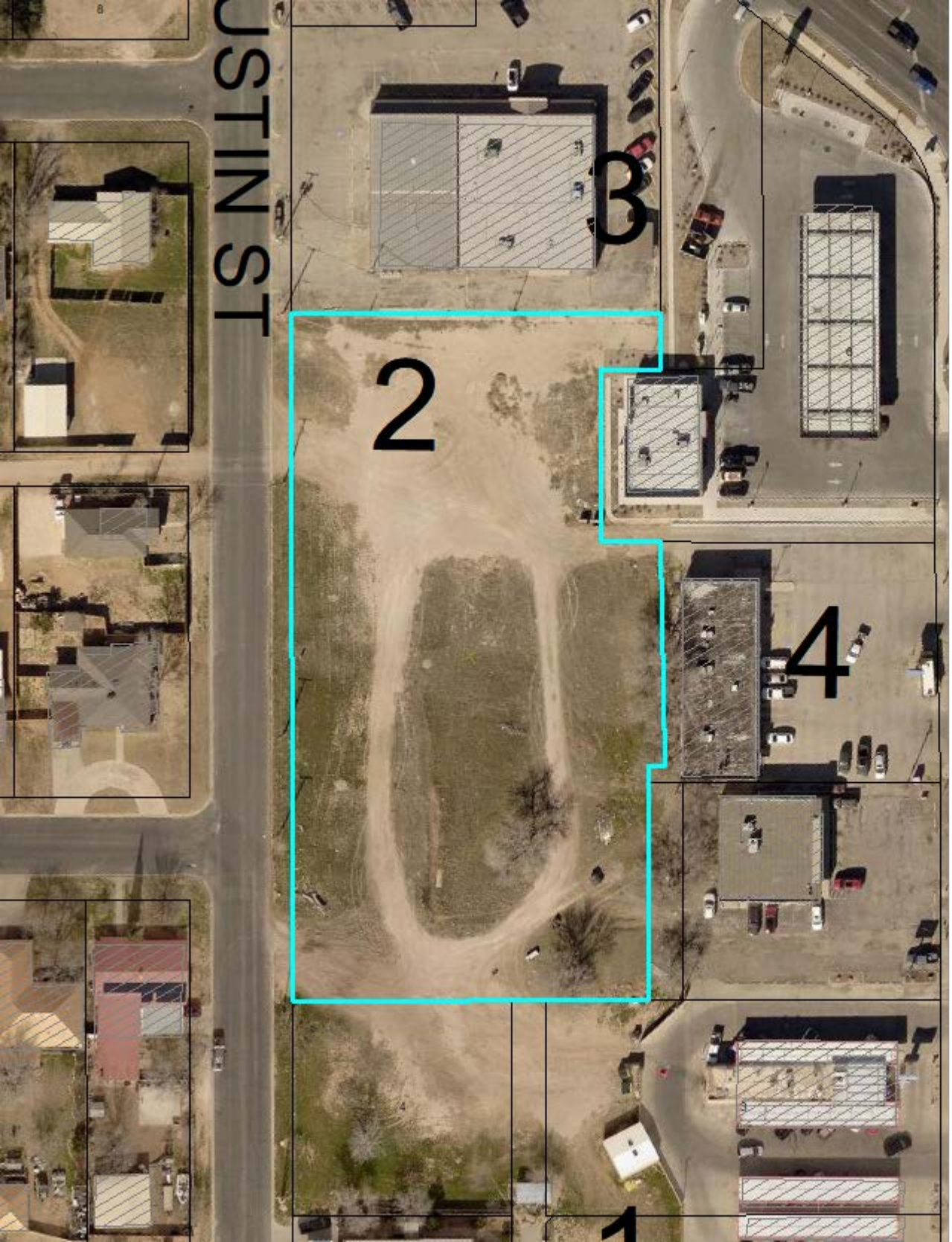
USTIN ST
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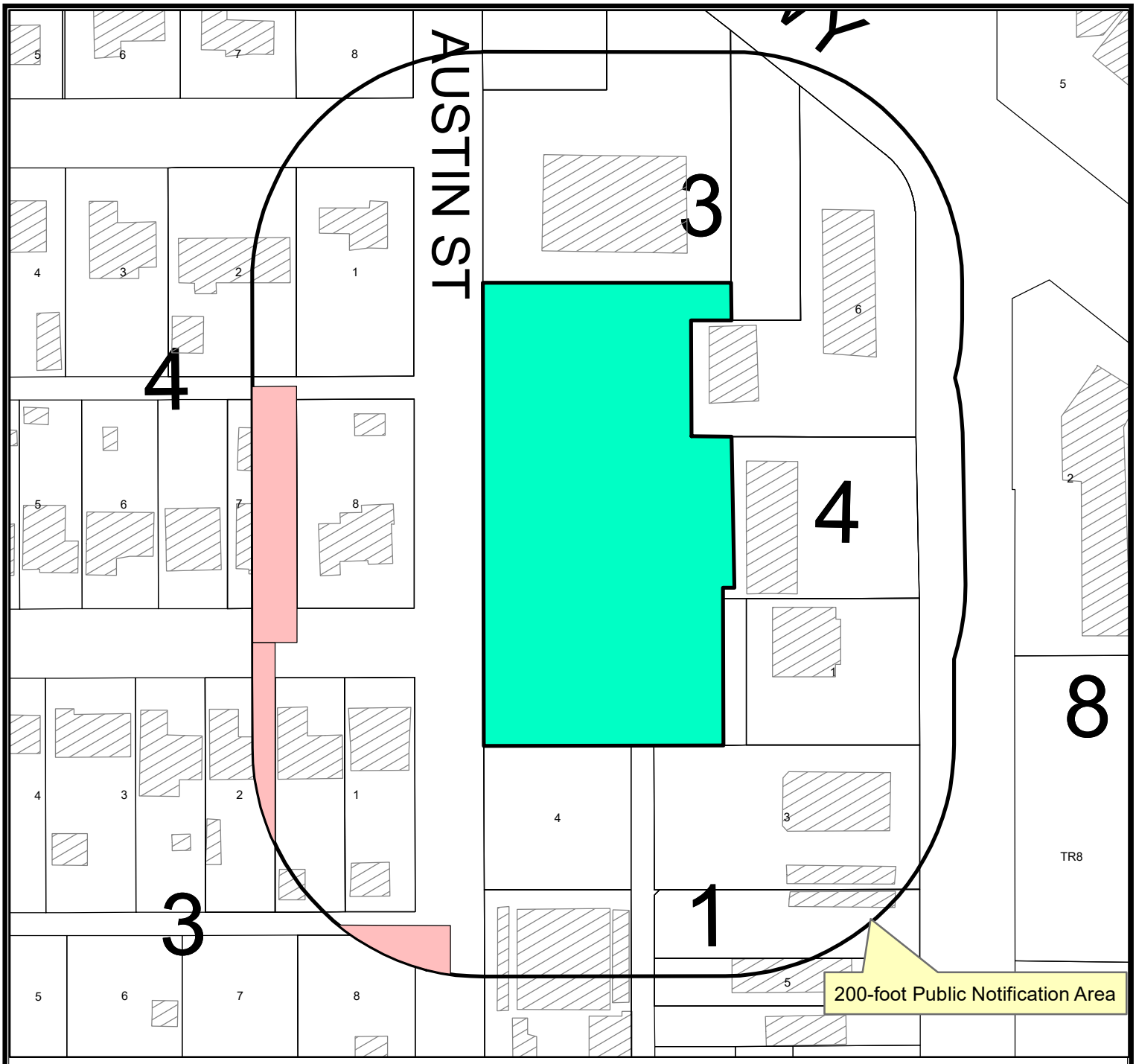


3.00% Objection

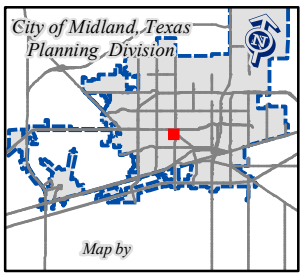
Z-25-0441 **Scale: 1" = 124'**

Consider a request by PJP Group, LLC, on behalf of SHMK Development, LLC, for a Zone Change from MF-16, Multiple-Family Dwelling District, to RR, Regional Retail District on a 1.992-acre tract of land out of Tracts 2 and 3, Midkiff Heights, City and County of Midland, Texas.

Generally located east of the intersection of Austin Street and Princeton Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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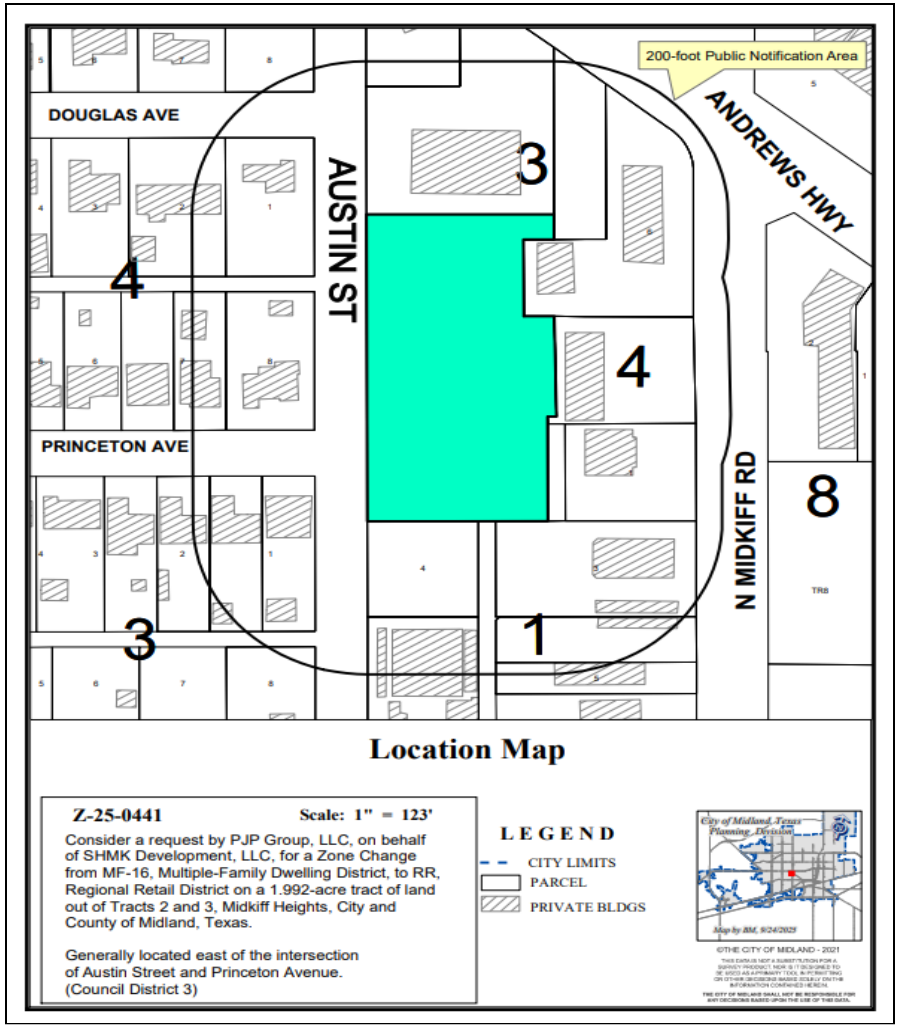
MIDLAND
Be the Energy!
ZONE CHANGE
1110 AUSTIN STREET
Visit Our Website
MIDLANDTEXAS.GOV

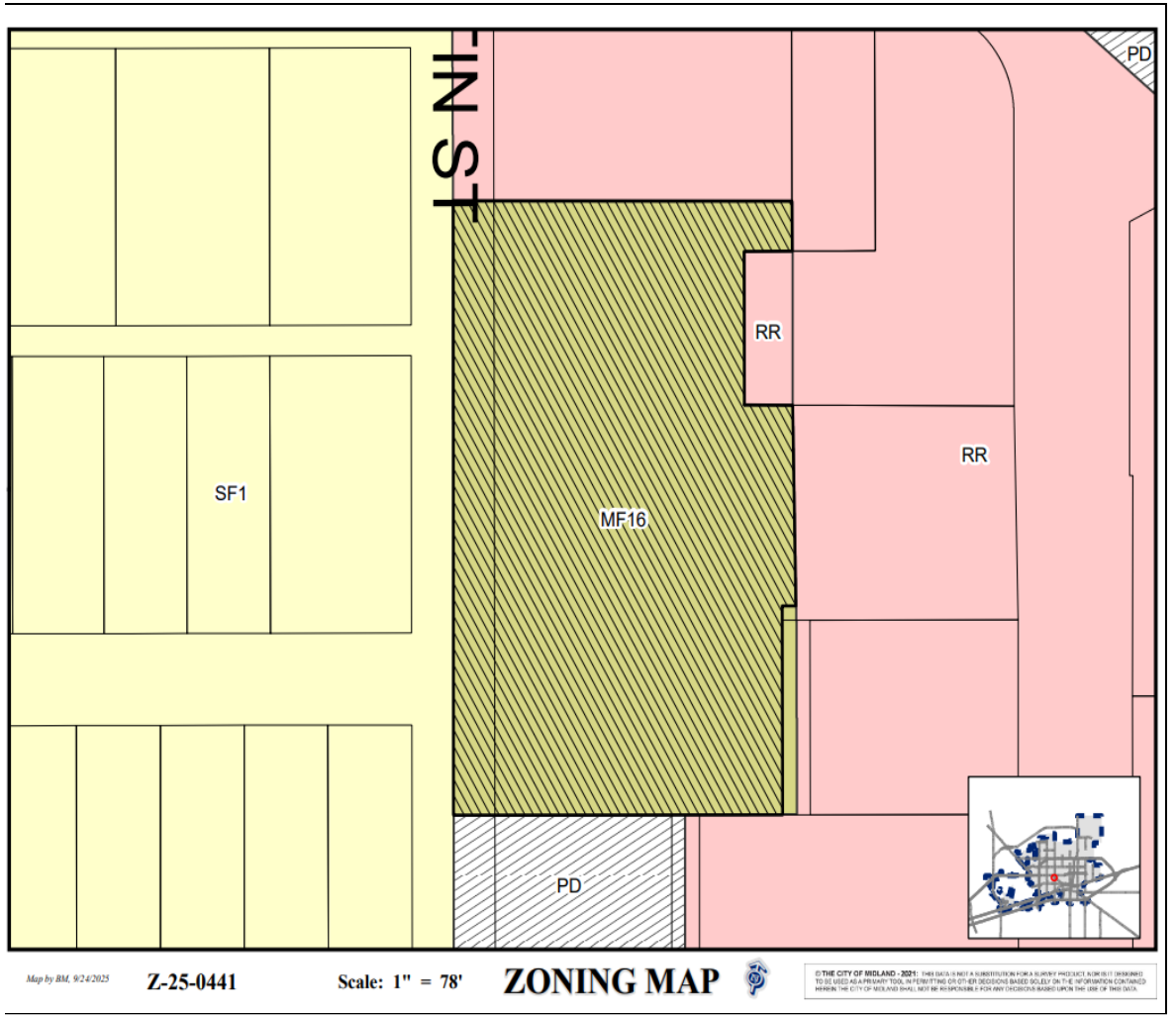
APPLICATION SUMMARY

- **Applicant/Property Owner:** SHMK Development, LLC
- **Representative:** PJP Group, LLC
- **Location:** 1110 Austin Street (Council District 3)
- **Reason for Request:** For future retail development



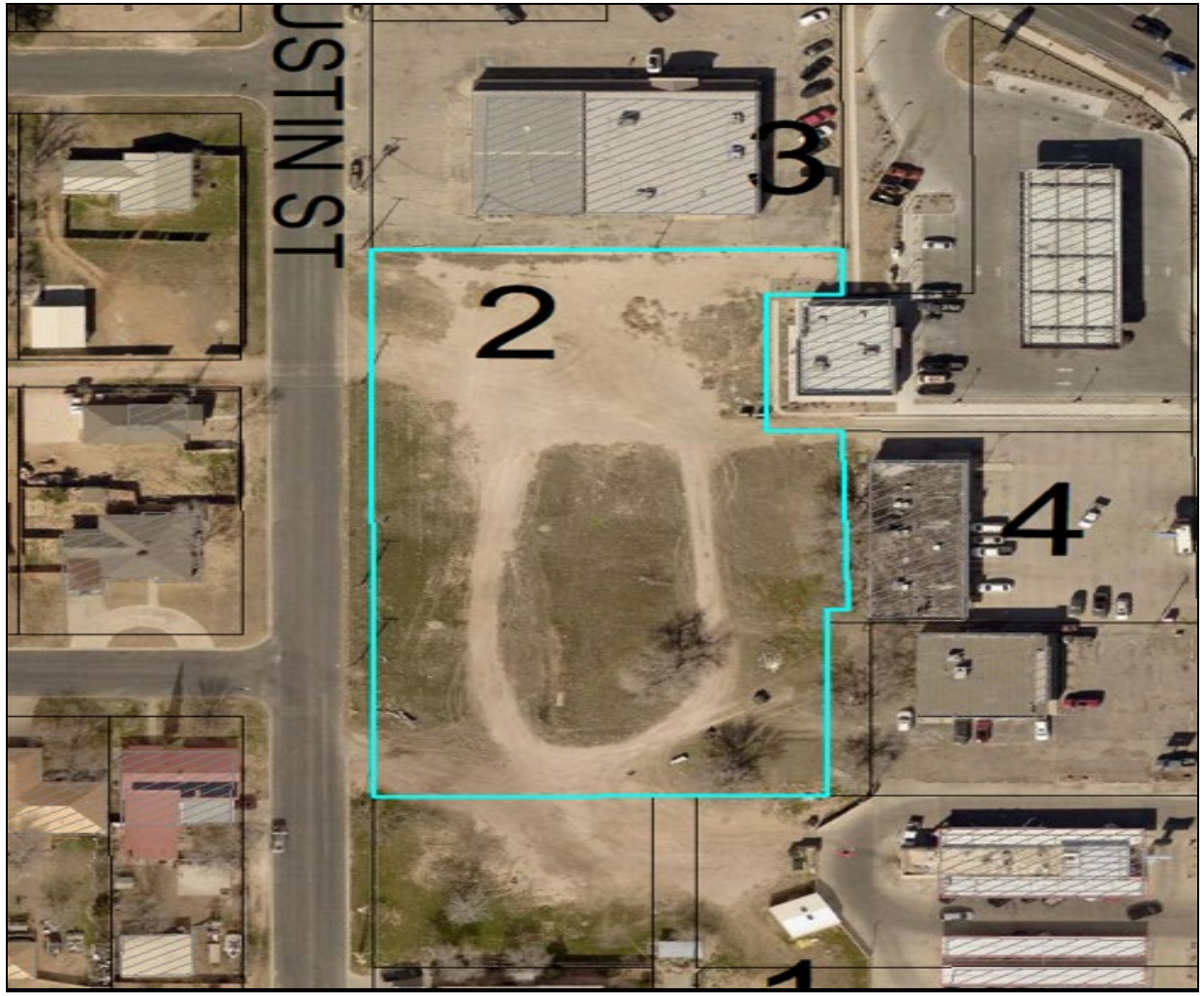
ZONING

- **Current Zoning:** MF-16, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/East:** RR, Regional Retail District
  - **South:** PD, Planned Development District for an Office Center
  - **West:** SF-1, Single-Family Dwelling District
  - **Proposed Zoning:** LR, Local Retail District



LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/East:** Retail Stores and Shops
  - **South:** Vacant Land
  - **West:** Single-Family Housing
- **Proposed Use:** Retail Stores and Shops



MIDLAND
Be the Energy!

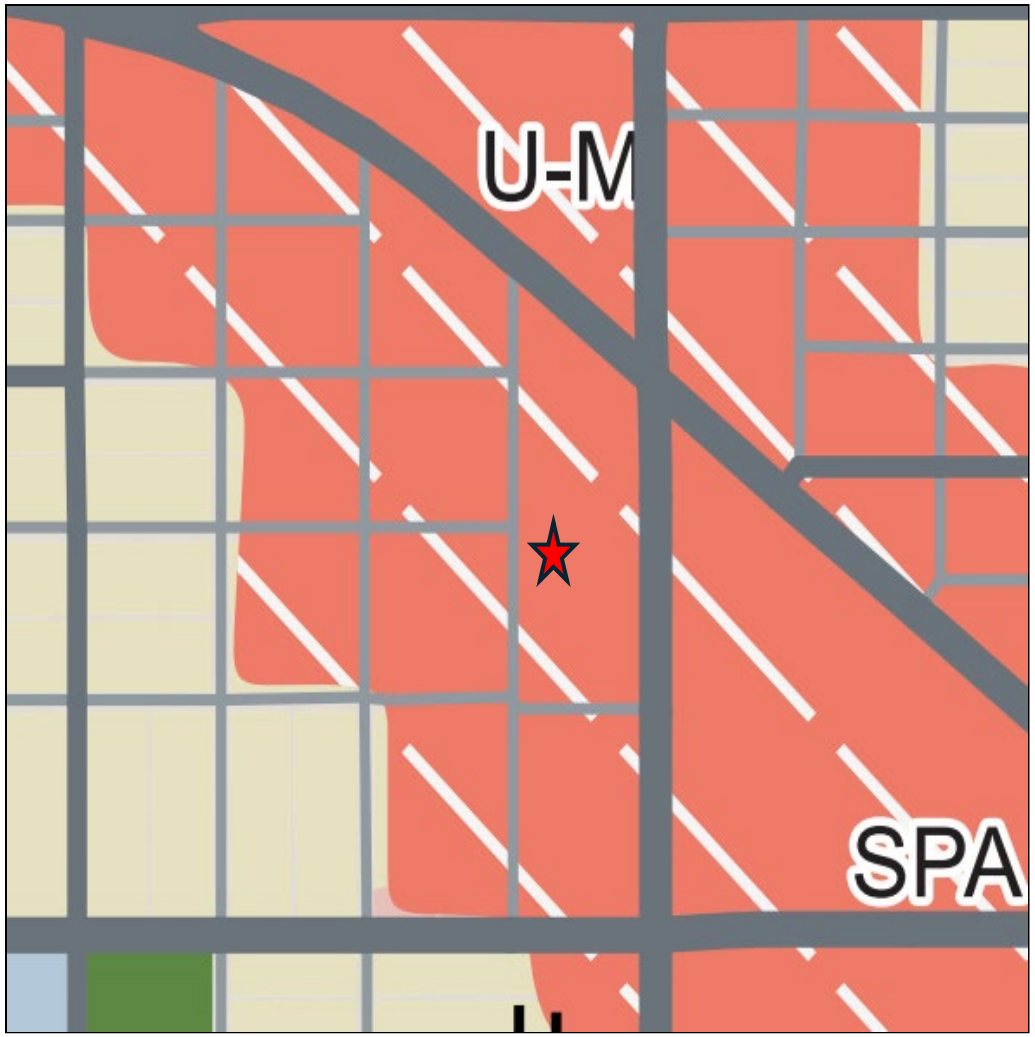
On Austin Street, Looking East

COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area

  Supported Uses: This is a special study area and there are no policies established for this location.

- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



MIDLAND
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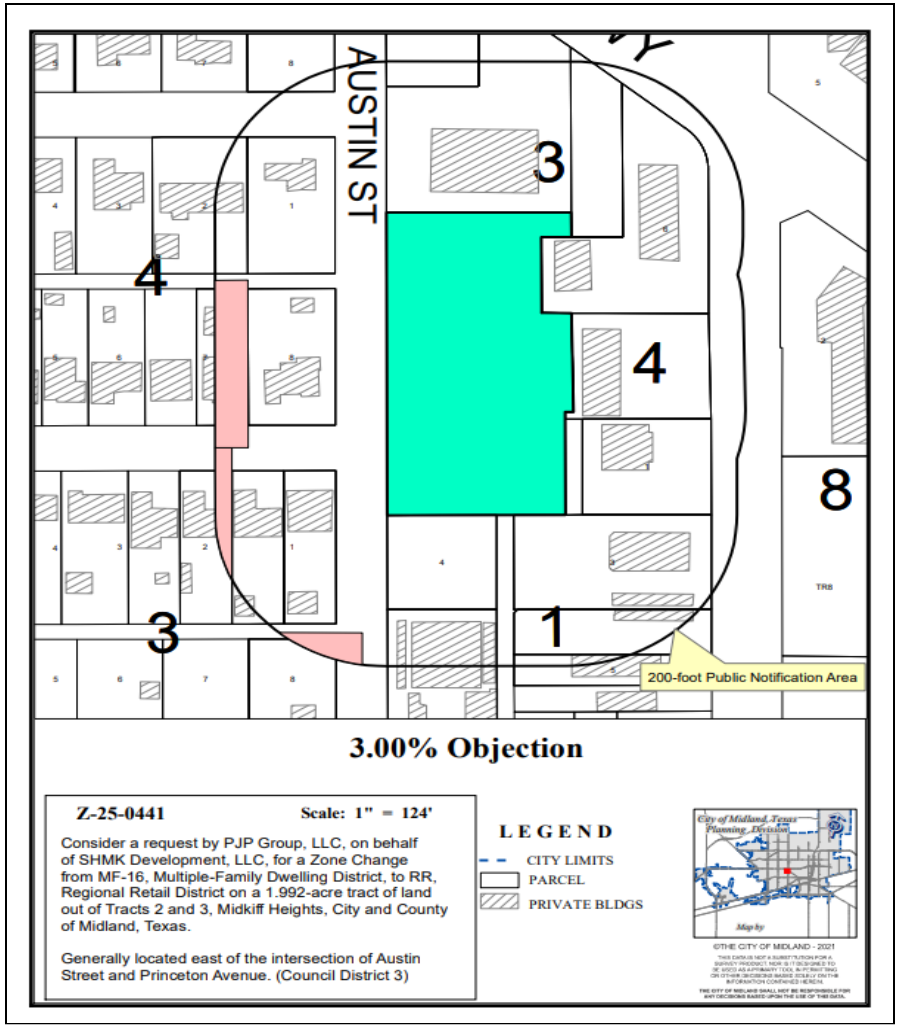
OBJECTIONS

- Three objections have been received resulting in a 3.00% objection percentage. Supermajority vote is not required for approval.
- The protestors voiced concerns about an increased amount of traffic and congestion on Austin Street.



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission recommended approval of this request on November 3, 2025.
- Staff recommends approval of this request.

MISSION

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

GENTRY KENNETH
3305 PRINCETON AV
TX MIDLAND 79701

MIDLAND
Planning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, October 6, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **PJP Group, LLC**, on behalf of **SHMK Development, LLC,** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 1.992-acre tract of land out of Tracts 2 and 3, Midkiff Heights, City and County of Midland, Texas.

LOCATION: Generally located east of the intersection of Austin Street and Princeton Avenue. (Council District 3)

PROPOSED ZONING: **From: MF-16, Multiple-Family Dwelling District**

To: RR, Regional Retail District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:**

We already have an influx of traffic on Austin. Speeding causes it. It will cause more congestion in our neighborhood. There are schools on our street, we do not need more vape stores etc. Maybe Block off that intersection - Buy the houses???

Required Information:

Property Owner's Signature: [signature] | Printed Name: LORI Gentry | Property Address (**No P. O. Boxes**): 3305 Princeton Ave 79703

Phone Number: 432-934-8151 | Email: lori.gentry@midlandisd.net

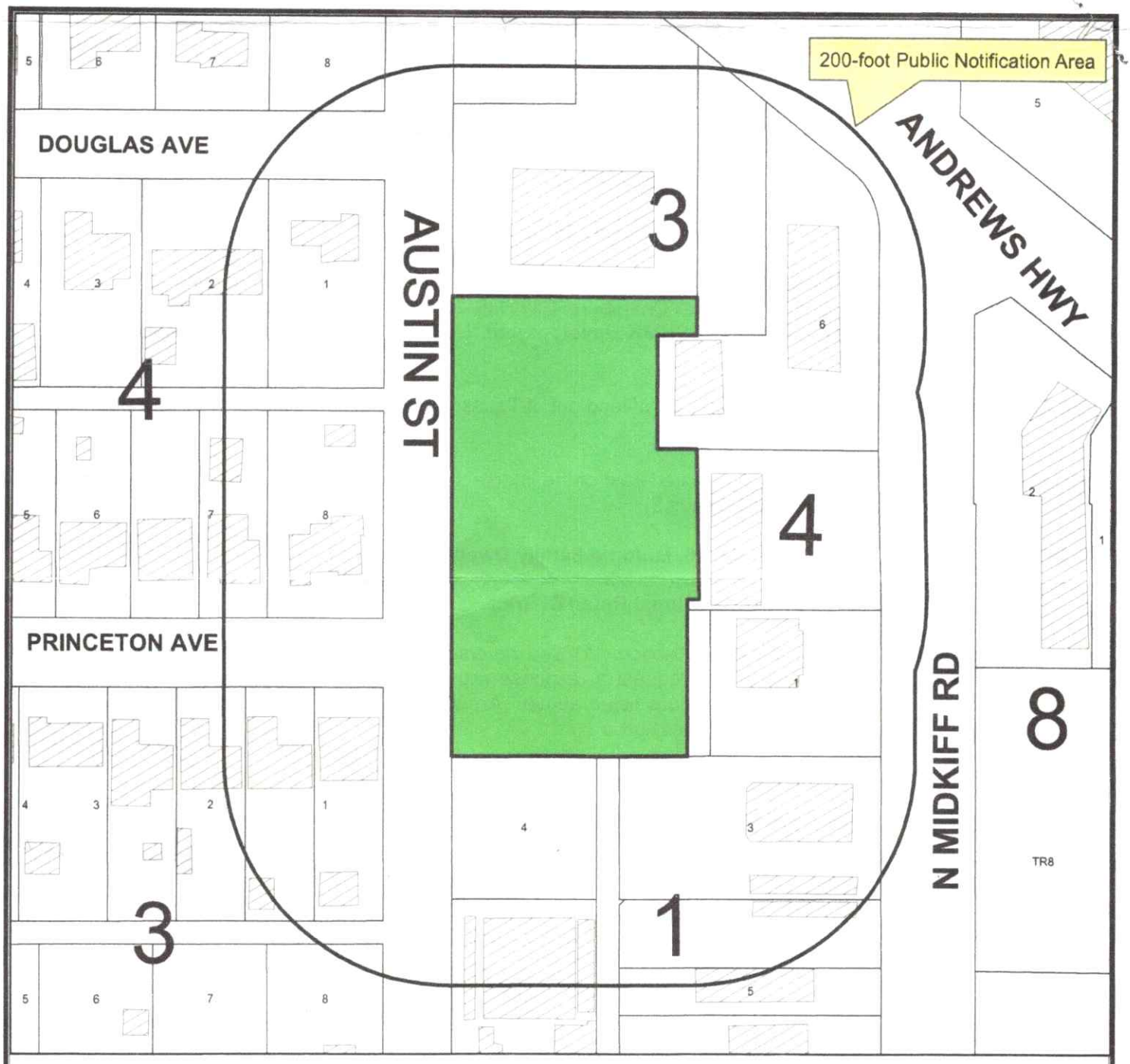
If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 19
Date Mailed: September 25, 2025
Case Number: Z-25-0441
Case Name: 1110 Austin Street
BM Planner's Initials

Button My For
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

www.MidlandTexas.gov
Planning Division • 300 N. Loraine, Midland TX 79702 • 432-685-7400



Location Map

Z-25-0441 **Scale: 1" = 123'**

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LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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RINEHART GERALD R
3302 PRINCETON AVE
TX MIDLAND 79703-5111

MIDLAND
Planning Division

RECEIVED
SEP 7 0 2025
Initial:

PUBLIC NOTICE

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To: RR, Regional Retail District

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I object to this request X **Comments:**

I OBJECT TO THIS REQUEST BECAUSE OF THE INCREASE IN TRAFFIC, NOISE & DISREGARD FOR TRAFFIC ENFORCEMENT.

Required Information:

Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	GERALD RINEHART	3302 PRINCETON 79703

Phone Number	Email
432-557-6000	JRRYRINEHART@YAHOO.COM

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 19
Date Mailed: September 25, 2025
Case Number: Z-25-0441
Case Name: 1110 Austin Street
BM Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

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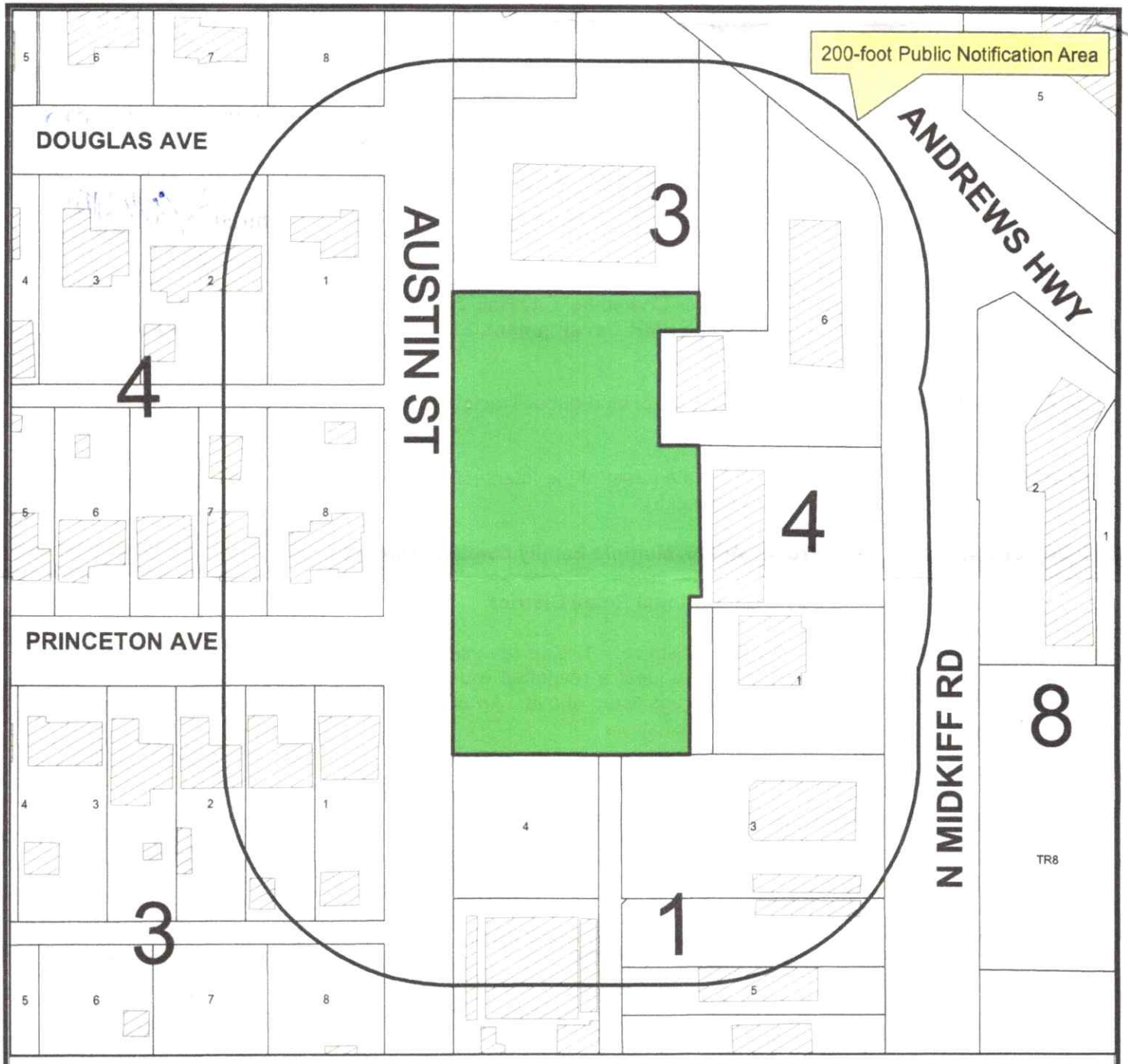

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LEGEND

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Donald Herman
3312 Bedford Ave.
Midland, Tx 79703

MIDLAND
Planning Division

RECEIVED
SEP 09 2025
Initial:

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, October 14, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **PJP Group, LLC, on behalf of SHMK Development, LLC,** for approval of a **Zone Change** on the following described property:

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LOCATION: Generally located east of the intersection of Austin Street and Princeton Avenue. (Council District 3)

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To: RR, Regional Retail District

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I object to this request X **Comments:**

To much traffic, to much noise & Not enough Law inforcement.

Required Information:

X Donald Herman — DONALD HERMAN — 3312 Bedford Ave
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

432-661-2691 — Phone Number
Email

If any further information is desired, please contact the Planning Division, at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 19
Date Mailed: September 26, 2025
Case Number: Z-25-0441
Case Name: 1110 Austin Street
BM Planner's Initials

But by my For
Landon Ochoa
Planning Division Manager
Department of Development Services

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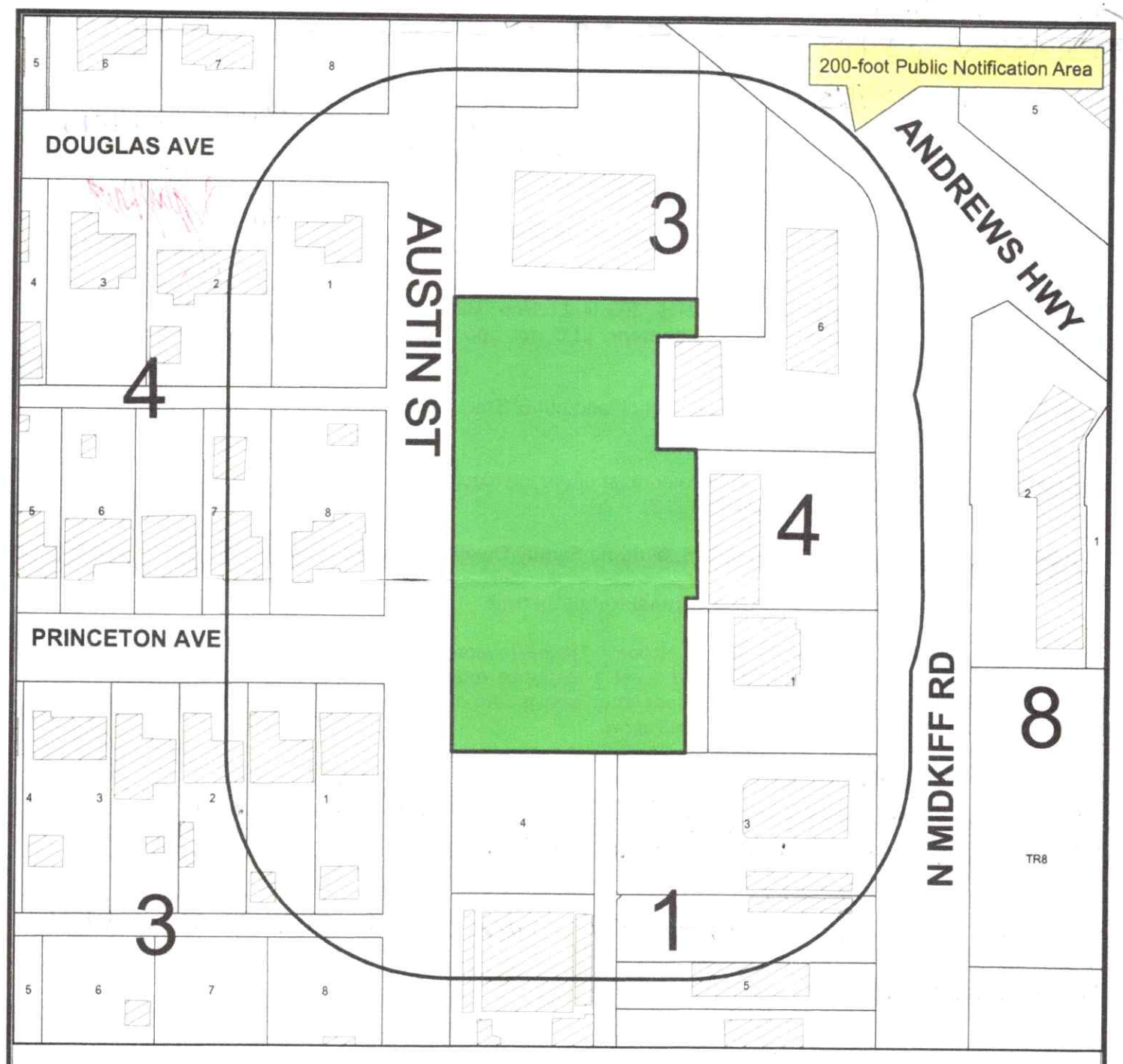

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City Council Meeting

Item Number: 37.
Meeting Date: November 18, 2025
To: City Council
From: Britton Murry, Senior Planner
Subject: MOTION GRANTING SSC SIGNS AND LIGHTING'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD)

Purpose:
SSC Signs and Lighting is requesting a variance to exceed the maximum allowable individual sign square footage and the maximum total signage square footage allowance for a property located at 4915 West Loop 250 North.

Recommended Action:
Approve

Fiscal Impact:
None

Strategic Priority:
QUALITY OF LIFE AND PLACE

Discussion:
SSC Signs and Lighting is requesting a variance from the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards for the development of a Movie Theatre. No one sign shall exceed 180 square feet in area per Section 11-7a-7. The applicant is requesting a variance to allow for three wall signs in which all exceed 300 square feet in area. The first wall sign that the applicant is requesting is for the company's logo (Cinergy Cinemas and Entertainment). The applicant plans to place this sign on the center of the main building and is proposing a 312.64 square foot wall sign (exceeding city code by 132.64 square feet). The second wall sign that the applicant is requesting is for the speedway logo (Cinergy Speedway). The applicant plans to place this sign on the southern portion of the property (where the speedway go-kart attraction will be) and is proposing a 389.57 square foot wall sign (exceeding city code by 209.57 square feet). The third wall sign that the applicant is requesting is for the epic lux logo (Epic Lux Extreme Cinema). The applicant plans to place this sign on the northern portion of the property and is proposing a 316.56 square foot wall sign (exceeding city code by 136.56).

The applicant is also requesting a variance for the maximum total sign square footage for the

property. The proposed total sign square footage for the property is 1,018.77 square feet. This request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which allows for no more than 300 square feet for a property's total signage. The applicant is requesting a variance for the maximum total sign square footage of 718.77 (with the total proposed signage being 1,018.77 square feet).

Staff recommends approval of this request.

Attachments:

A. Cinergy Sign Appeal, Combined Documents
B. CC - Cinergy Sign Appeal

Britton Murry, Development Services	Created/Initiated - 11/7/2025
Landon Ochoa, Development Services	Approved - 11/7/2025
Elizabeth Triggs, Development Services	Approved - 11/7/2025
Linda Ochoa, Legal	Approved - 11/10/2025
Jose Ortiz, City Manager	Approved - 11/10/2025
Morris Williams, City Manager	Approved - 11/12/2025
Rachel Guentensberger, City Secretary	Final Approval - 11/12/2025

October 30th, 2025

City of Midland
Construction Permits and Inspections
300 N Loraine
Midland, Texas 79701

Cinergy Entertainment Ground, INC.
4915 Loop 250 Frontage Road
Midland, Texas 7907

City Of Midland Staff,

My name is Michael Phillips, and I am a project manager with SSC Signs and Lighting based out of Lewisville, Tx. I am working with Kathi Gillman from Cinergy Entertainment, INC. to rebrand an existing movie theater located at 4915 Loop 250 Frontage Road in Midland, Tx.

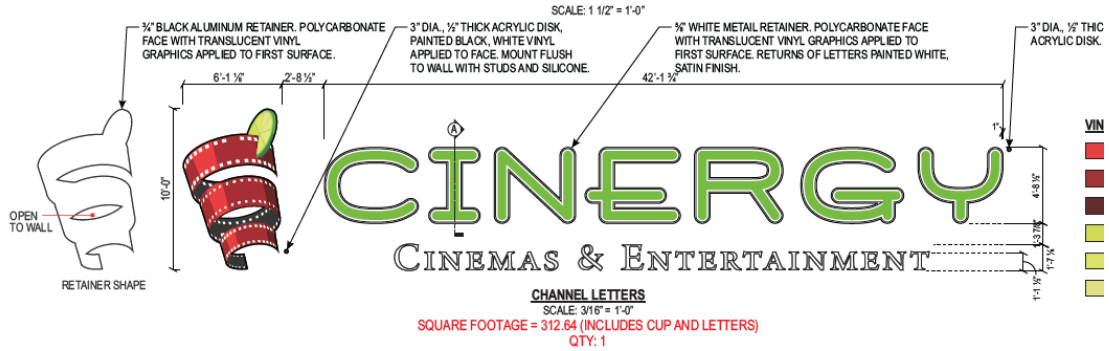
As requested by the City of Midland Permitting Staff, we would like to make the case for a signage variance regarding the following comments received by the staff:

1. On property with single street frontage of 150 feet or more in length, the combined area of freestanding and wall signs shall not exceed 300 square feet and no one sign shall exceed 180 square feet in area.

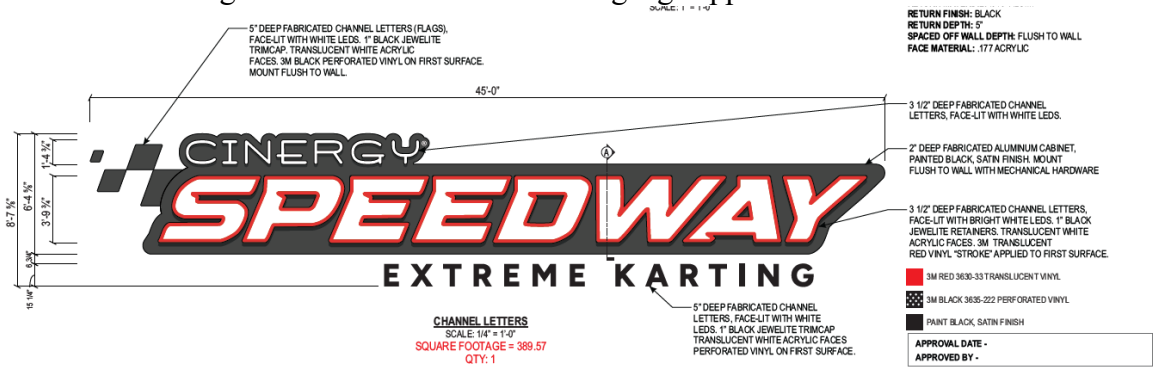
When our team initially reviewed the code for this location, we were presented with the following text: "WALL SIGNS – A. Formula: Shall not exceed 50 square feet or 15 percent of the area of the wall to which such signs are painted or affixed, whichever is less." This differs from what we were told by the City of Midland Permitting once we formally submitted for the signage permits.

Currently, the signs that we submitted for permit approval consist of 3 separate signage packages.

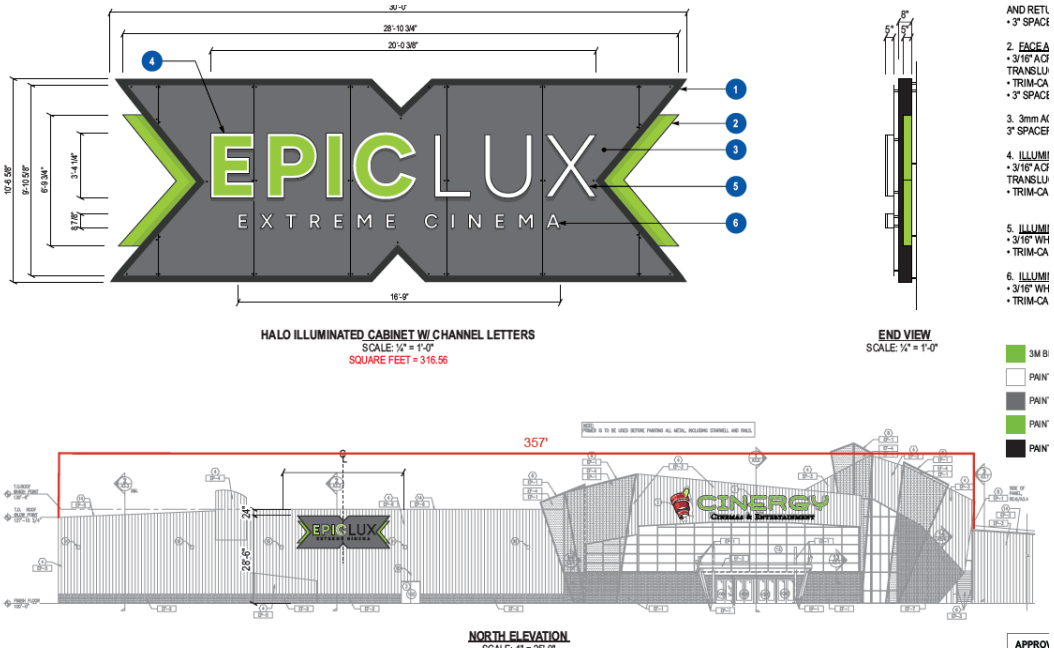
1. "CINERGY" Building signage.
   This signage package includes Cinergy's main building ID, as well as their "Lime and Reel" logo, along with the "CINEMAS & ENTERTAINMENT" tag line. In total, the sign square footage is 312.64sqft. This includes the Lime and Reel logo and tag line. The overall length of the building, before the add-on of the new building being built is 357'.



2. “SPEEDWAY” building signage.
   This signage package includes the “CINERGY SPEEDWAY” signage, while also including the tag line “EXTREME KARTING”. The total signage square footage is 389.57 sqft. This sign is set to be installed at the same location as the “CINERGY” building signage but will be installed on a new building that is currently being built as an addition to the 4915 Loop 250 Frontage Road location. The length of the new building being added to this location is set to measure 244’-3” of additional building that we would like to have signage approved to be installed.



3. “EPIC” Building Signage.
   This signage package includes the Cinergy “EPICLUX EXTREME CINEMA” building signage. The total square footage for this sign is 316.56 sqft. This sign is to be installed on the same elevation as the “CINERGY” building signage. The overall length of this elevation is 357’. Combining the square footage for the “CINERGY” building signs, and the “EPICLUX” building sign, you get a total of 629.2 sqft for the North elevation.



When speaking to Kathi Gillman at Cinergy about this situation, we were informed that they had previously filed and were approved for rezoning for the 4915 Loop 250 Frontage Road location per the Plan Development. This was submitted to the City of Midland on April 22nd ,2025 and was approved on May 13th, 2025.

In Summary, our intent in asking for this variance to the current signage code is to install our signage as proposed in the original permit application submittal. In order for us to install our signage as proposed, we will need approval for the following:

1. On property with single street frontage of 150 feet or more in length, the combined area of freestanding and wall signs shall not exceed 300 square feet and no one sign shall exceed 180 square feet in area. With an exception to the code to allow our 312.64 sqft sign package, our 389 sqft sign package, as well as our 316 sqft sign package. The size of these signs were based of the original code check we received Shall not exceed 50 square feet or 15 percent of the area of the wall to which such signs are painted or affixed, whichever is less."

We hope you consider our request for a variance regarding our proposed sign within the City of Midland, allowing us to increase the approved Wall Sign square footage allowance. We look forward to continuing our work with the City of Midland Permitting Staff as we continue to apply for permits for this project, while bringing Cinergy's brand identity to life in the City of Midland. Should you have any comments or concerns about this project, please do not hesitate to reach out for more information.

Sincerely,

SSC Signs and Lighting

Michael Phillips
Project Manager
Cell – 971-263-7150
2090 Mcgee Ln
Lewisville, Texas 75077

Notice of Sign Permit Denial

August 15, 2025

Turner Sign Systems
1302 Avenue R
Grand Prairie, TX, 75050

RE: 3101 Garden City Highway

Ms. Garcia:

The plan review for the building permit for this project has been completed. Your sign permit request has been denied based off of the below comments. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Building Code- Tom Pineda - 432-685-7286 Tpineda@midlandtexas.gov

1. **Pole sign is over sqft allowed by ordinance. Sign must be less than 180 sq ft.**
2. **Pole sign is over height allowed by ordinance. Maximum height 30ft**
3. **Footing details required for each sign, if over 30ft require stamped plans**
4. **Maximum total sign sqft allowances for property is 360 sqft**

Per Midland City Code Section 11-7a-15 (C) Any person aggrieved by the action of the City Building Official in the denial of an application for a permit or in his decision with reference to the issuance of a sign permit shall have the right to appeal to the Midland City Council. Such appeal shall be taken by filing with the City Manager's Office, not later than 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The Midland City Council shall set a time and place for a hearing on such appeal and notice of such hearing shall be mailed to the appellant. The decision and order of the Midland City Council on such appeal shall be final and conclusive.

Your sign appeal request will go to the Midland City Council on **August 26th, 2025.** City Council meetings start at 10:00 a.m. and take place at 300 N Loraine Avenue.

Sincerely,

Britt Murry
Senior Planner
City of Midland, TX, Planning and Zoning
432-685-7208, bmurry@midlandtexas.gov

SSC Project Name: Cinergy Signage for Midland Tall City Project

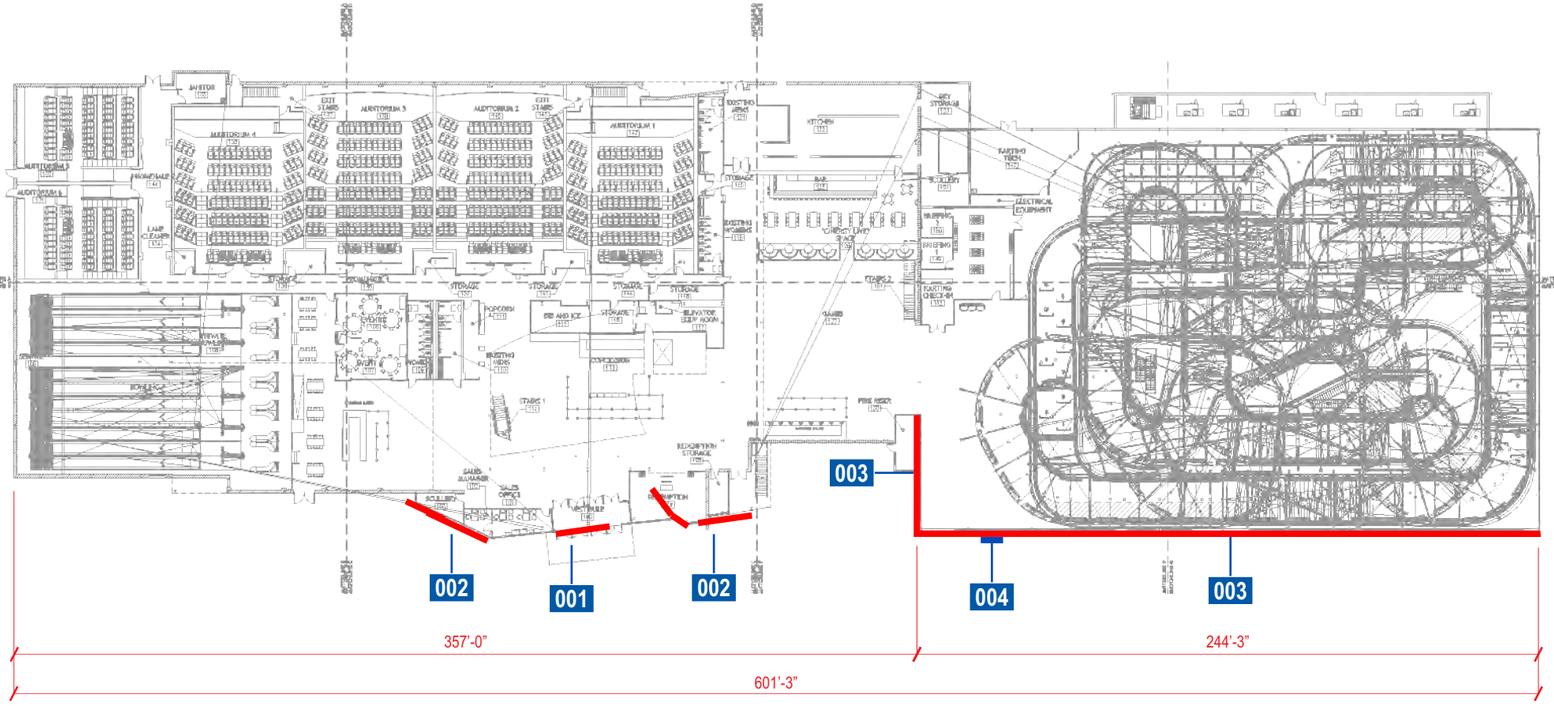
CINERGY
ENTERTAINMENT GROUP, INC.

REVISIONS			
PG#	SIGN TYPE	REVISION	DATE
22	9	ADDED HC SYMBOL PER CUSTOMER REQUEST	09.23.25 - JB

CLIENT NAME	ADDRESS	SUB NAME/SITE NAME	ACCT. REP	DESIGNER	PROJECT MANAGER	DATE	PAGE NUMBER	OPPORTUNITY NUMBER	SALES ORDER NUMBER
CINERGY	4915 LOOP 250 FRONTAGE ROAD	MIDLAND, TX	PJ	JB	MP	8/27/25	1 OF 37	OP013127	SO#14526-6

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code 2023 and/or other applicable local codes. This includes proper grounding and bonding of the sign. Dimensions are approximate & may change due to construction factors or exact field conditions. Color shown are as close as printing will allow; Always follow written specifications. All rights reserved: It may not be reproduced in any manner without prior consent.

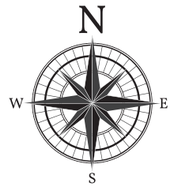
SITE MAP



SSC SIGNS & LIGHTING

SIGN SCHEDULE

SIGN	SIGN TYPE	QTY	ITEM DESCRIPTION
001	ICL.56	1	ILLUMINATED CHANNEL LETTERS
002	DS.LED	5	DECORATIVE SCREEN LED BORDER
003	RW.LED	1	RACEWAY LED BORDER
004	H/L.CL.C	1	CHANNEL LETTERS ON CABINET
005	INT.WC	1	ILLUMINATED INTERIOR WALL CABINET
006	P/T.HL.C	1	HALO LIT CABINET
007	ADA.OCC	10	ADA OCCUPANCY WALL PLAQUES
008	ADA.PEO	1	ADA PRIVATE/EMPLOYEES ONLY WALL PLAQUES
009.1	ADA.M	2	ADA MEN WALL PLAQUE
009.2	ADA.W	2	ADA WOMEN WALL PLAQUE
009.3	ADA.MW	2	ADA MEN/WOMEN WALL PLAQUE
010	FS.R	2	RESTROOM FLAG SIGN
012	DV	3	DOOR VINYL (EVENT ROOMS)
013	DV	2	DOOR VINYL (KARTING)
014	WV	2	WINDOW VINYL
015	FCO.P	1	FLAT CUT OUT LETTERS ON PAN



APPROVAL DATE -
APPROVED BY -

CLIENT NAME	ADDRESS	SUB NAME/SITE NAME	ACCT. REP	DESIGNER	PROJECT MANAGER	DATE	PAGE NUMBER	OPPORTUNITY NUMBER	SALES ORDER NUMBER
CINERGY	4915 LOOP 250 FRONTAGE ROAD	MIDLAND, TX	PJ	JB	MP	8/27/25	2 OF 37	OP013127	SO#14526-6

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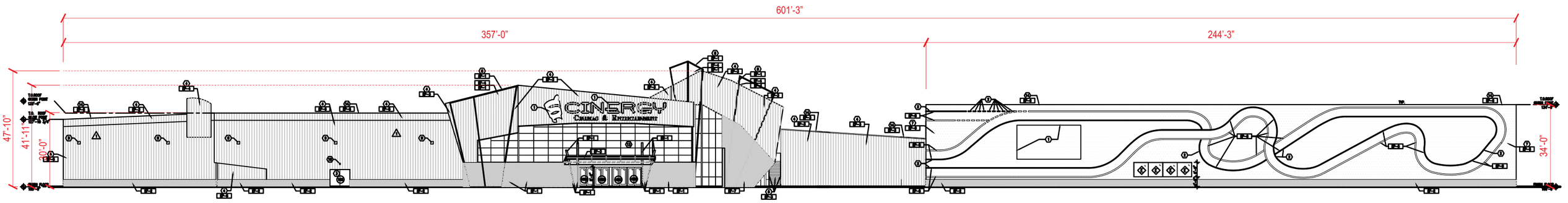
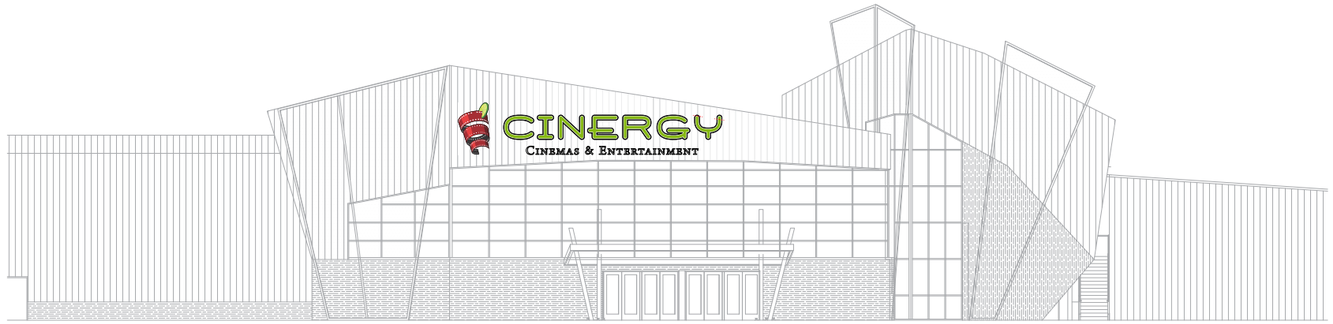
SSC SIGNS&LIGHTING



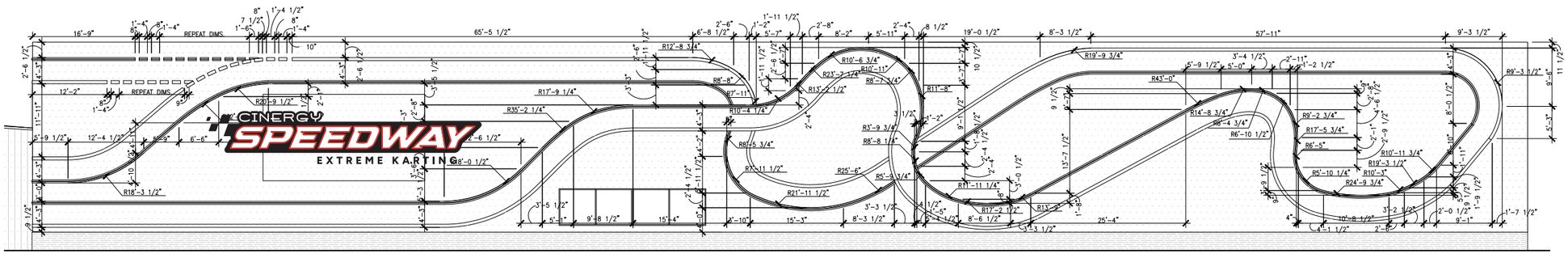
NORTH ELEVATION - OVERALL

N.T.S.



NORTH ELEVATION 001

SCALE: 1"=25'-0"



RACEWAY GRAPHICS DIMENSIONAL ELEVATION 004

SCALE: 1"=20'-0"

APPROVAL DATE -
APPROVED BY -

CLIENT NAME	ADDRESS	SUB NAME/SITE NAME	ACCT. REP	DESIGNER	PROJECT MANAGER	DATE	PAGE NUMBER	OPPORTUNITY NUMBER	SALES ORDER NUMBER
CINERGY	4915 LOOP 250 FRONTAGE ROAD	MIDLAND, TX	PJ	JB	MP	8/27/25	3 OF 37	OP013127	SO#14526-6

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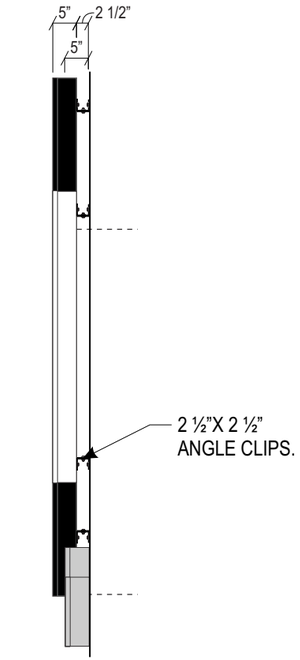
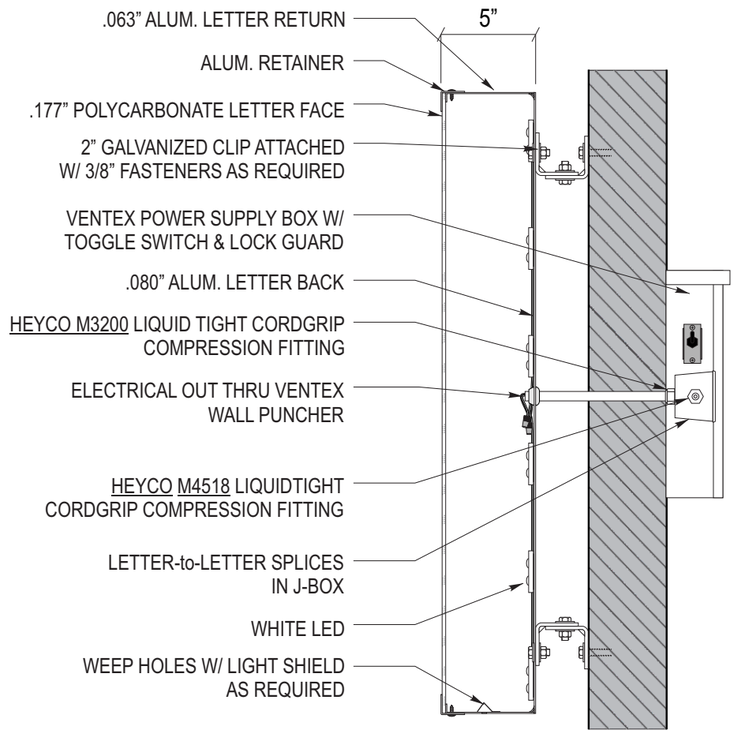
SSC SIGNS & LIGHTING

PRODUCTION RELEASE
AK
9/26/2025
SO#14526
SALES LINE: 01

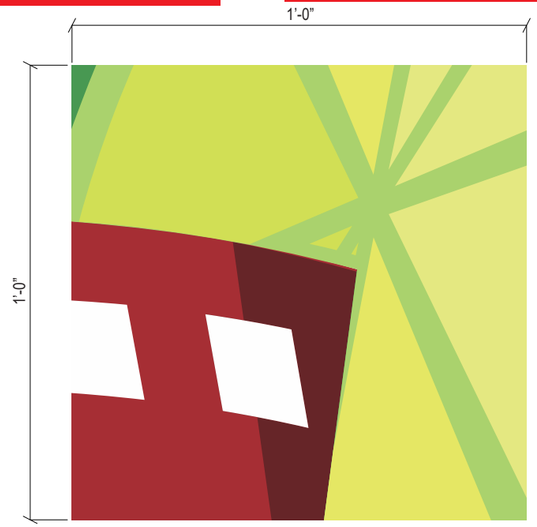
PRODUCTION RELEASE
DAA
10/8/2025
SO#14526
SALES LINE: 26



SIDE VIEW
SCALE: 3/8" = 1'-0"



SECTION A
SCALE: 1 1/2" = 1'-0"



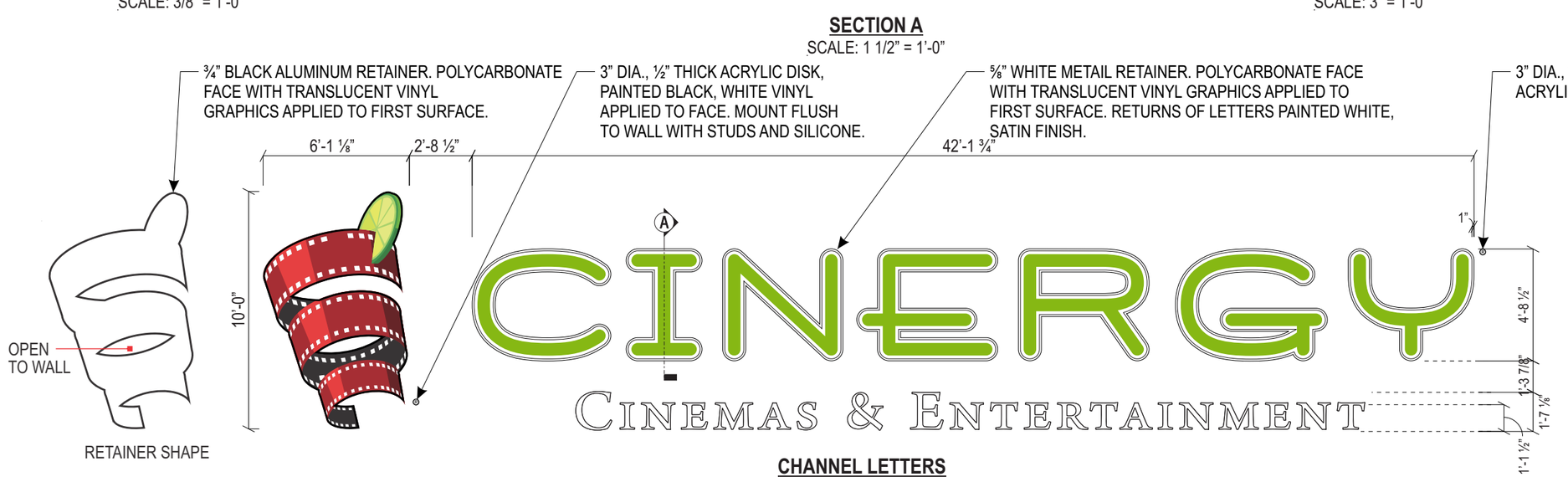
SAMPLE
SCALE: 3" = 1'-0"

SPECIFICATIONS

CUP / LIME:
RETURN MATERIAL: .063" ALUM.
RETURN FINISH: BLACK
RETURN DEPTH: 5"
SPACED OFF WALL DEPTH: 2.5"
INTERIOR FINISH: WHITE
FACE MATERIAL: .177 POLYCARBONATE
FACE FINISH: TRANSLUCENT WHITE
GRAPHIC SPECS: FIRST SURFACE APPLIED VINYL
RETAINER MATERIAL: 3/4" ALUMINUM, BLACK
INTERNAL ILLUMINATION: WHITE LED
TRANSFORMER / POWER SUPPLY: REMOTE
INSTALL METHOD: MECH. FASTENERS AND ANGLE CLIPS

CINERGY:
RETURN MATERIAL: .063" ALUM.
RETURN FINISH:WHITE
RETURN DEPTH: 5"
SPACED OFF WALL DEPTH: 2.5"
INTERIOR FINISH: WHITE
FACE MATERIAL: .177 POLYCARBONATE
FACE FINISH: TRANSLUCENT WHITE
GRAPHIC SPECS: FIRST SURFACE APPLIED VINYL
TRANSFORMER / POWER SUPPLY: REMOTE
INSTALL METHOD: MECH. FASTENERS AND ANGLE CLIPS

CINEMAS & ENTERTAINMENT:
RETURN MATERIAL: .063" ALUM.
RETURN FINISH:WHITE
RETURN DEPTH: 5"
MOUNTING DEPTH: FLUSH
INTERIOR FINISH: WHITE
FACE MATERIAL: .177 ACRYLIC
FACE FINISH: TRANSLUCENT WHITE
TRIM CAP MATERIAL: 1" JEWELITE, WHITE
INTERNAL ILLUMINATION: WHITE LED
TRANSFORMER / POWER SUPPLY: REMOTE
INSTALL METHOD: MECH. FASTENERS



RETAINER SHAPE

CHANNEL LETTERS
SCALE: 3/16" = 1'-0"
SQUARE FOOTAGE = 312.64 (INCLUDES CUP AND LETTERS)
QTY: 1

VINYL:

V1	PMS 1797 C	R 224, G 51, B 49 C6, M94, Y91, K0 #E03331	V7	PMS 367 C	R 163, G 204, B 103 C40, M2, Y78, K0 #A3CC67
V2	PMS 1807 C	R 160, G 29, B 33 C24, M100, Y98, K20 #A01D21	V8	PMS 375 C	R 104, G 171, B 68 C65, M11, Y100, K1 #68AB44
V3	PMS 1817 C	R 92, G 11, B 12 C36, M96, Y90, K57 #5C0B0C	V9	PMS 576 C	R 56, G 143, B 70 C80, M21, Y98, K6 #388F46
V4	PMS 389 C	R 206, G 217, B 76 C23, M2, Y86, K0 #CED94C	V10	PMS 575 C	R 45, G 124, B 61 C83, M28, Y99, K15 #2D7C3D
V5	PMS 584 C	R 224, G 226, B 94 C15, M1, Y78, K0 #E0E25E	V11	BLACK	
V6	PMS 586 C	R 223, G 226, B 125 C15, M2, Y65, K0 #DFE27D	V12	PMS 376 CVC BRILLIANT GREEN	

APPROVAL DATE -
APPROVAL DATE -
APPROVED BY -
APPROVED BY -

CLIENT NAME	ADDRESS	SUB NAME/SITE NAME	ACCT. REP	DESIGNER	PROJECT MANAGER	DATE	PAGE NUMBER	OPPORTUNITY NUMBER	SALES ORDER NUMBER
CINERGY	4915 LOOP 250 FRONTAGE ROAD	MIDLAND, TX	PJ	JB	MP	8/27/25	4 OF 37	OP013127	SO#14526-6

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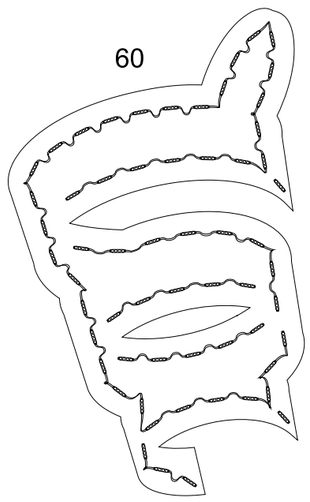
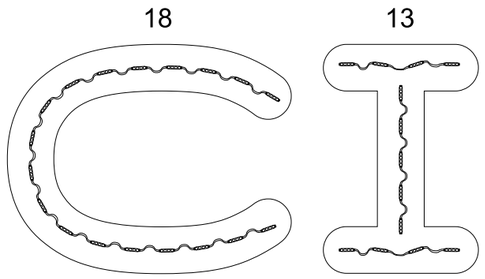
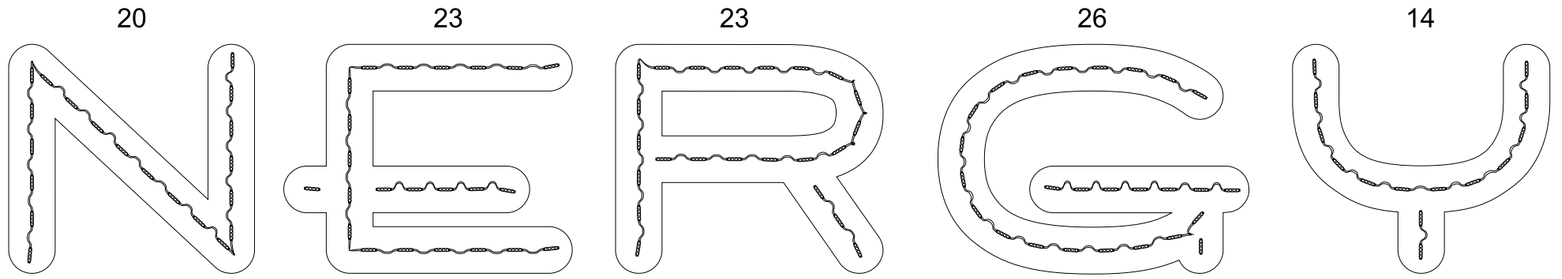
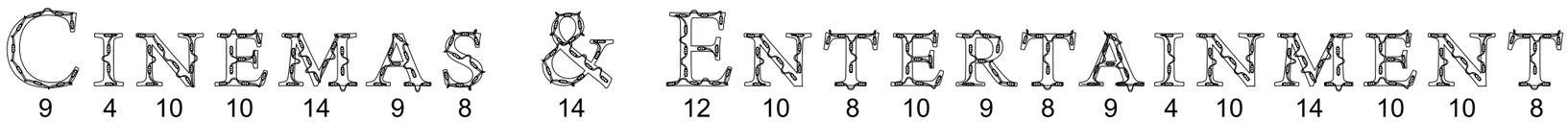


PS-1



PS-2





SYNERGY MINI **PS-3**

ELECTRICAL INFORMATION:

(197) MODS SYNERGY SPEC 6500K=152’
(200) MODS SYNERGY MINI 6500K=112’
(3) 96W POWER SUPPLY @ .98 AMPS
TOTAL AMP LOAD = 2.94 AMPS
(1) 120v - 20 AMP CIR. REQD.
108 MODS PER 96W POWER SUPPLY
208 MODS PER 96W POWER SUPPLY

PRODUCTION RELEASE
AK
9/26/2025
SO#14526
SALES LINE: 01

CLIENT NAME	ADDRESS	SUB NAME/SITE NAME	ACCT. REP	DESIGNER	PROJECT MANAGER	DATE	PAGE NUMBER	OPPORTUNITY NUMBER	SALES ORDER NUMBER
CINERGY	4915 LOOP 250 FRONTAGE ROAD	MIDLAND, TX	PJ	JB	MP	8/27/25	5 OF 37	OP013127	SO#14526-6

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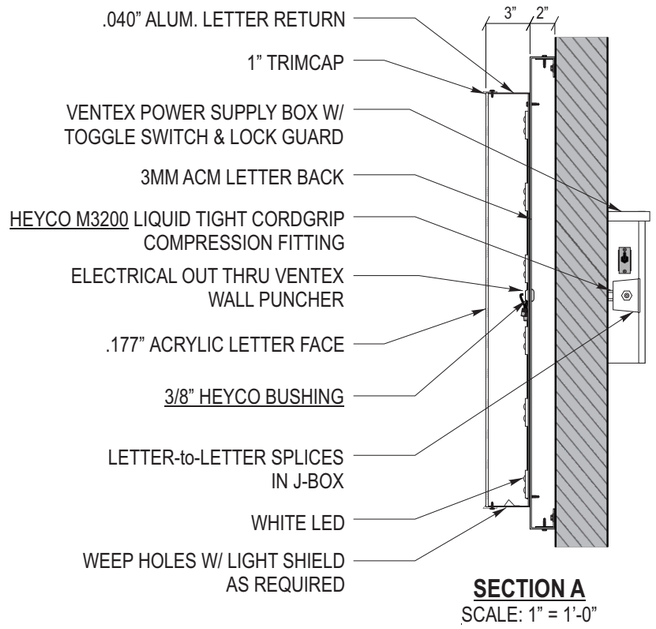
SSC SIGNS & LIGHTING

NIGHT VIEW
N.T.S.



SECTION A
SCALE: 1" = 1'-0"

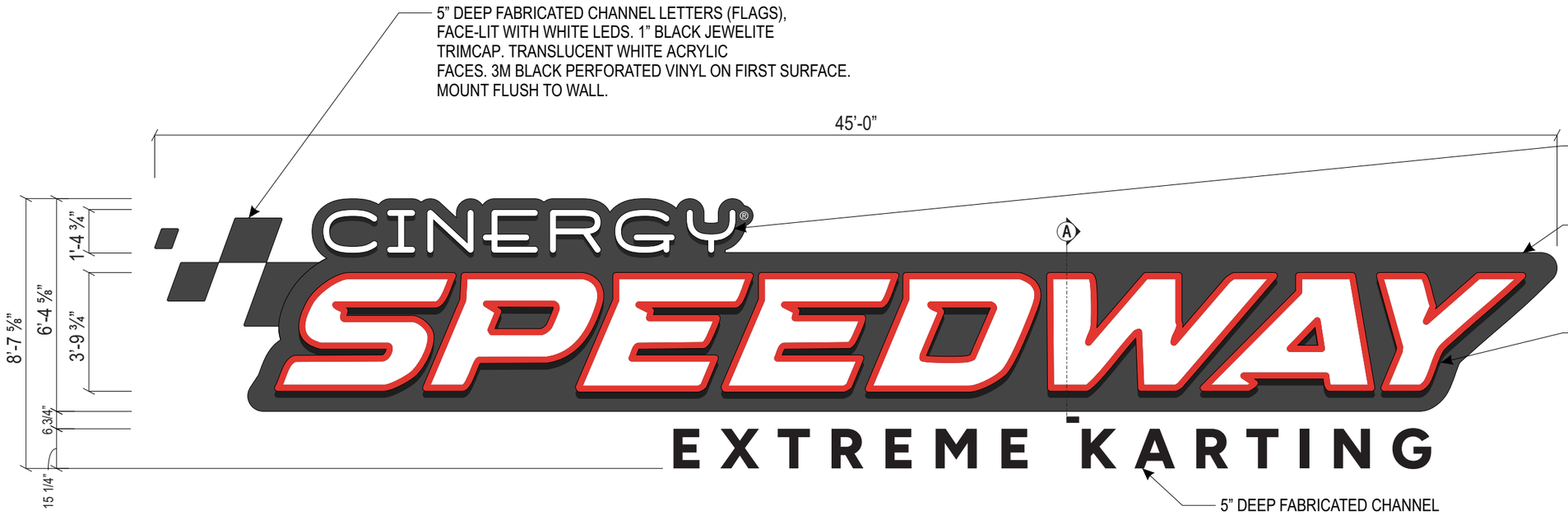
PRODUCTION RELEASE
AK
9/26/2025
SO#14526
SALES LINE: 13

SPECIFICATIONS

SPEEDWAY:
RETURN MATERIAL: .040" ALUM.
RETURN FINISH: BLACK
RETURN DEPTH: 3"
SPACED OFF WALL DEPTH: FLUSH TO CABINET
INTERIOR FINISH: WHITE
FACE MATERIAL: .177 TRANSLUCENT WHITE ACRYLIC
GRAPHIC SPECS: FIRST SURFACE APPLIED RED VINYL
TRIM CAP MATERIAL: 1" JEWELITE, BLACK
INTERNAL ILLUMINATION: WHITE LED
TRANSFORMER / POWER SUPPLY: REMOTE

CINERGY:
RETURN MATERIAL: .040" ALUM.
RETURN FINISH: BLACK
RETURN DEPTH: 3"
SPACED OFF WALL DEPTH: FLUSH TO CABINET
INTERIOR FINISH: WHITE
FACE MATERIAL: .177 TRANSLUCENT WHITE ACRYLIC
TRIM CAP MATERIAL: 1" JEWELITE, BLACK
INTERNAL ILLUMINATION: WHITE LED
TRANSFORMER / POWER SUPPLY: REMOTE

EXTREME KARTING, FLAGS:
RETURN MATERIAL: .040" ALUM.
RETURN FINISH: BLACK
RETURN DEPTH: 5"
SPACED OFF WALL DEPTH: FLUSH TO WALL
FACE MATERIAL: .177 ACRYLIC



CHANNEL LETTERS
SCALE: 1/4" = 1'-0"
SQUARE FOOTAGE = 389.57
QTY: 1

APPROVAL DATE -
APPROVED BY -

CLIENT NAME	ADDRESS	SUB NAME/SITE NAME	ACCT. REP	DESIGNER	PROJECT MANAGER	DATE	PAGE NUMBER	OPPORTUNITY NUMBER	SALES ORDER NUMBER
CINERGY	4915 LOOP 250 FRONTAGE ROAD	MIDLAND, TX	PJ	JB	MP	8/27/25	22 OF 37	OP013127	SO#14526-6

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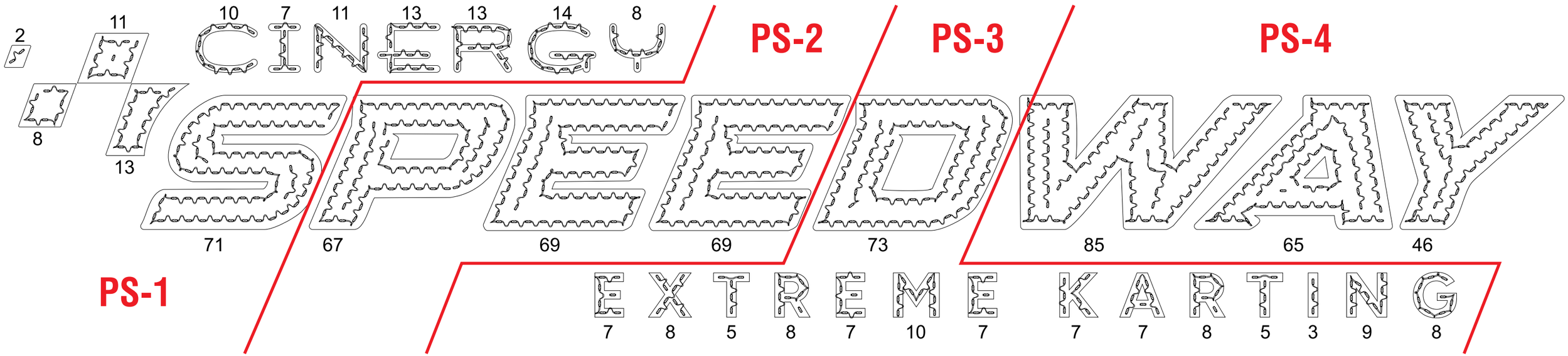

ELECTRICAL INFORMATION:

(754) MODS SYNERGY MINI 6500K=419’
(4) 96W POWER SUPPLY @ .98 AMPS
TOTAL AMP LOAD = 3.92 AMPS
(1) 120v - 20 AMP CIR. REQD.
208 MODS PER 96W POWER SUPPLY

PRODUCTION RELEASE
AK
9/26/2025
SO#14526
SALES LINE: 13

CLIENT NAME	ADDRESS	SUB NAME/SITE NAME	ACCT. REP	DESIGNER	PROJECT MANAGER	DATE	PAGE NUMBER	OPPORTUNITY NUMBER	SALES ORDER NUMBER
CINERGY	4915 LOOP 250 FRONTAGE ROAD	MIDLAND, TX	PJ	JB	MP	8/27/25	23 OF 37	OP013127	SO#14526-6

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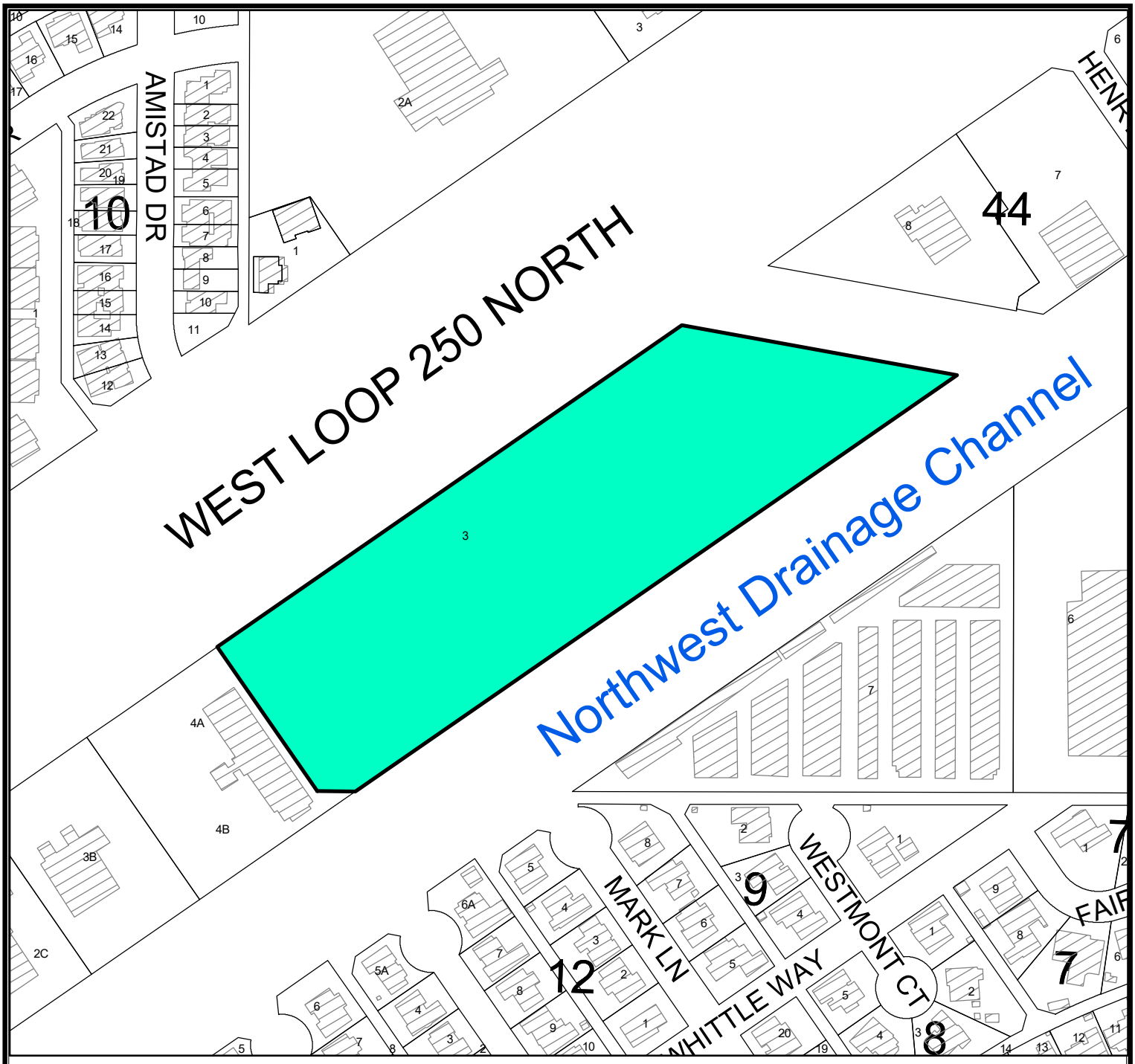


Location Map

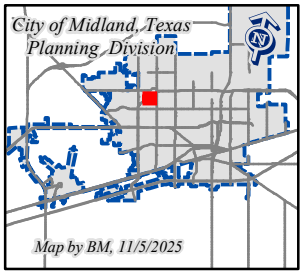
Cinergy **Scale: 1" = 231'**

Motion granting SSC Signs and Lightings appeal and reversing the building official's denial of a sign permit for Lot 3, Block 45, Fairmont Park Addition, Section 13, City and County of Midland, Texas.

Generally located on the east side of West Loop 250 North, approximately 450 feet south of Henry Koontz Boulevard.

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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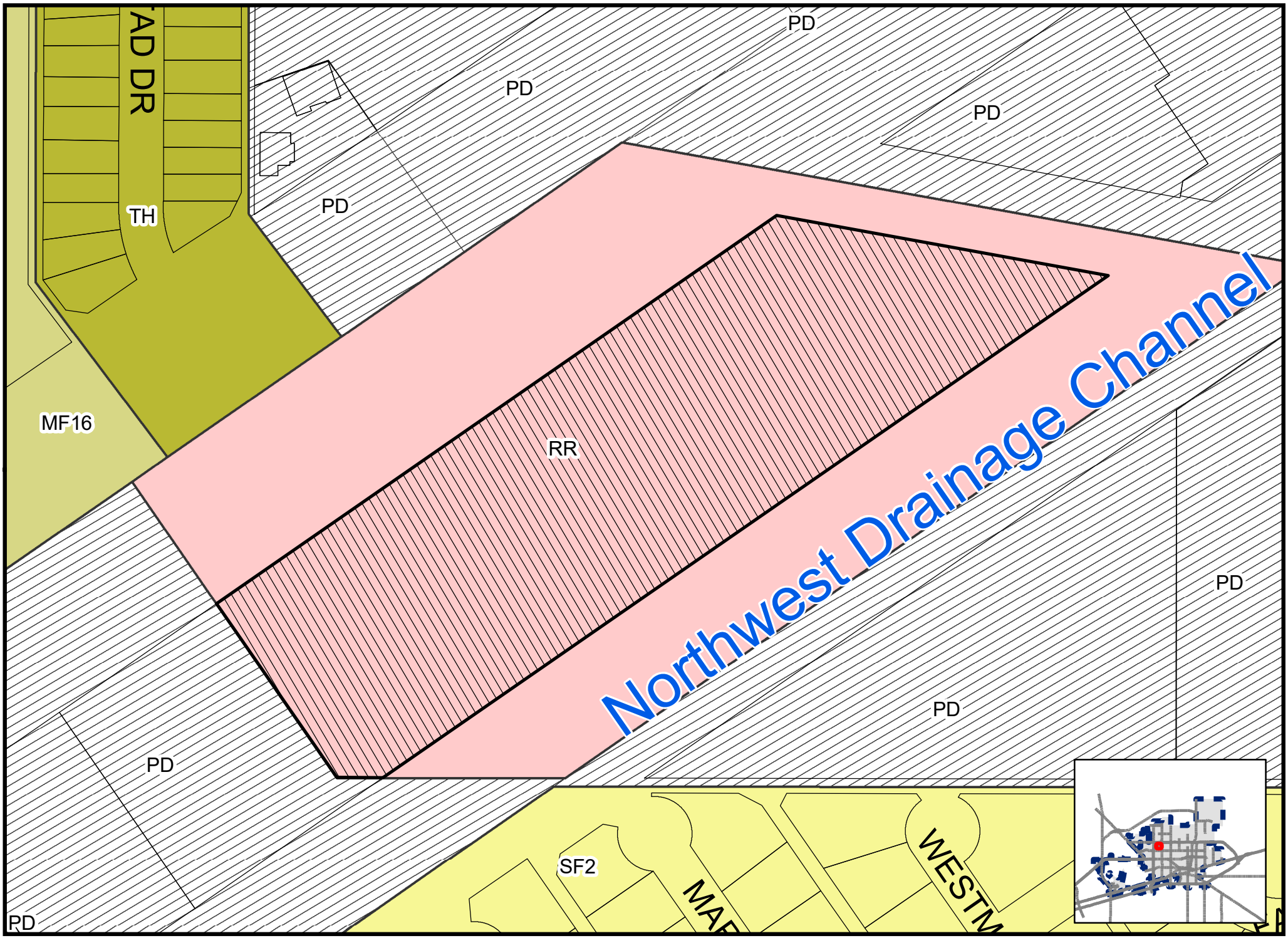
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BM, 11/5/2025

Cinergy

Scale: 1" = 162'

ZONING MAP

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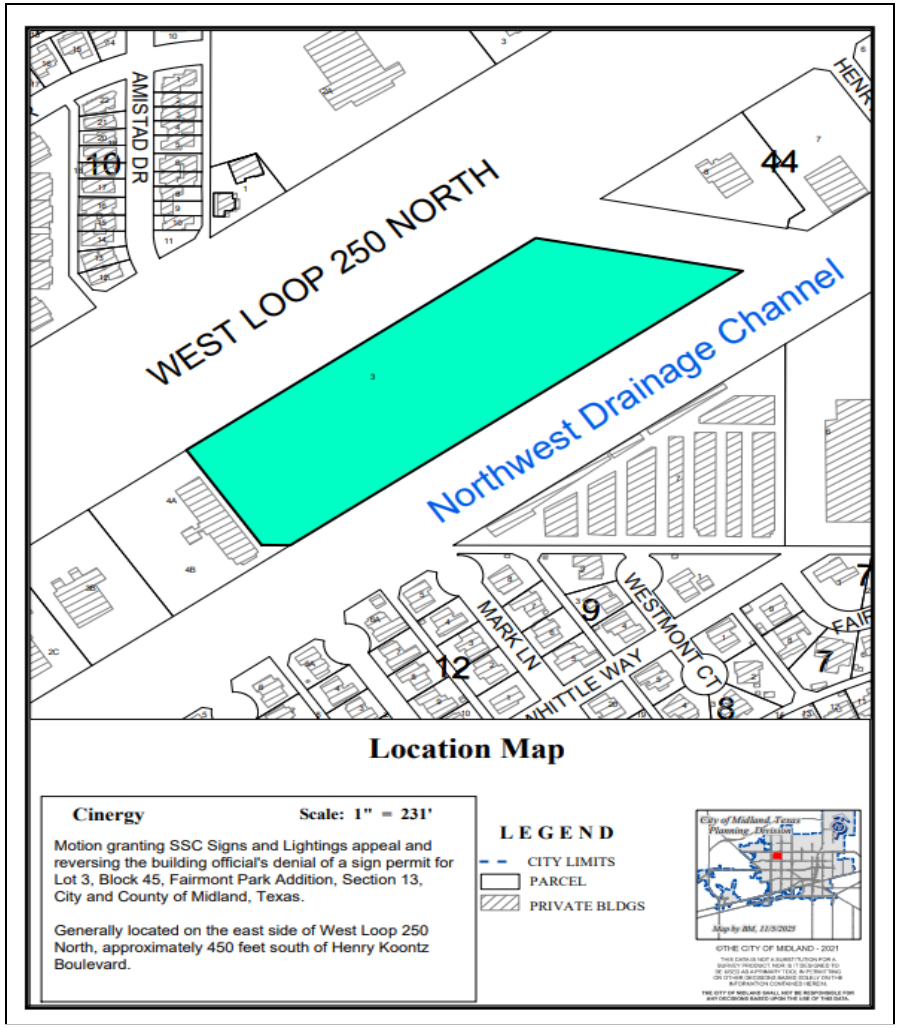
MIDLAND
Be the Energy!
SIGN APPEAL
CINERGY
Visit Our Website
MIDLANDTEXAS.GOV

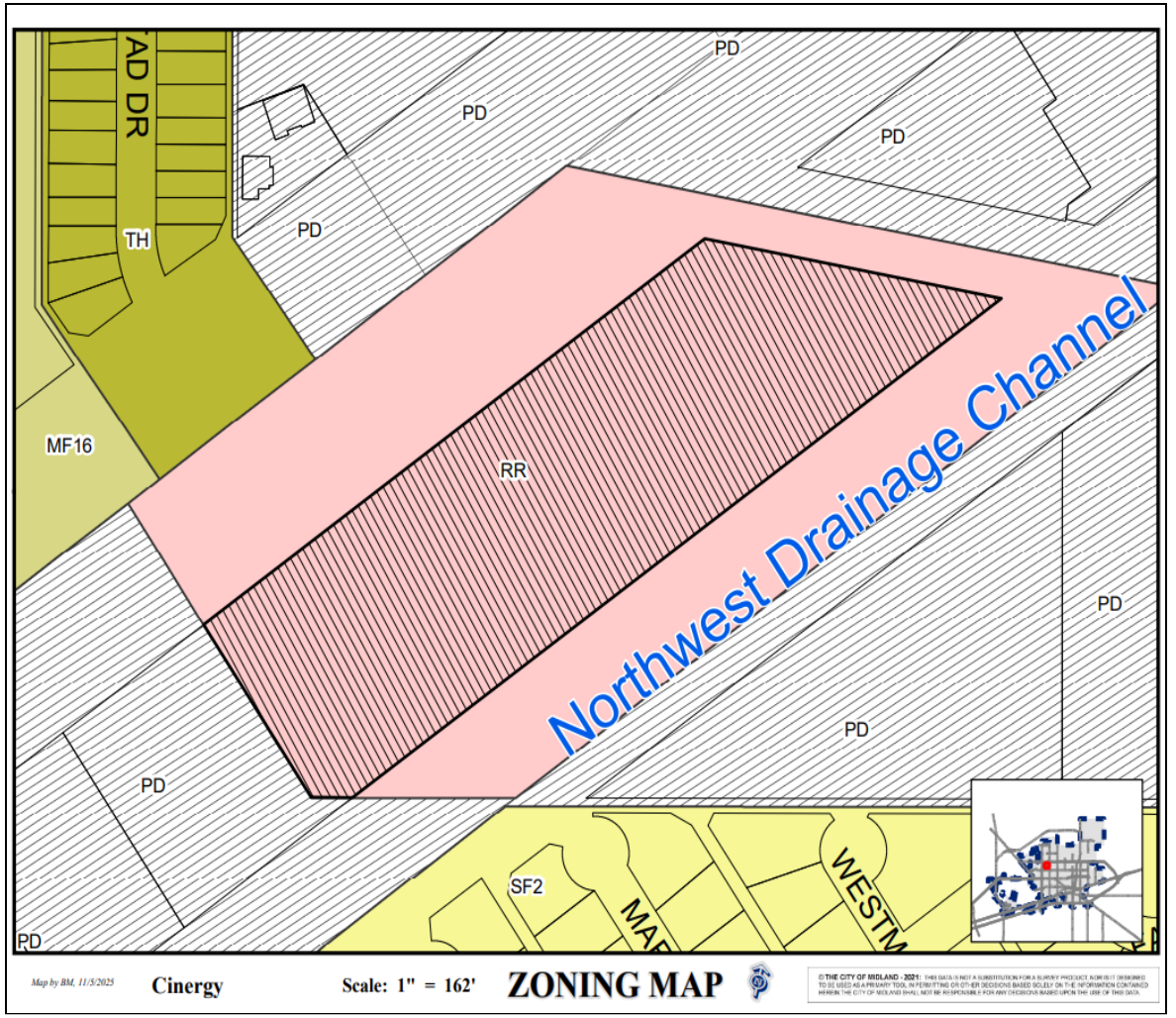
APPLICATION SUMMARY

- **Applicant/Property Owner:** Cinergy 108, LLC
- **Representative:** Michael Phillips, with SSC Signs & Lighting
- **Location:** 4915 West Loop 250 North (Council District 1)
- **Application Type:** Sign Appeal



ZONING

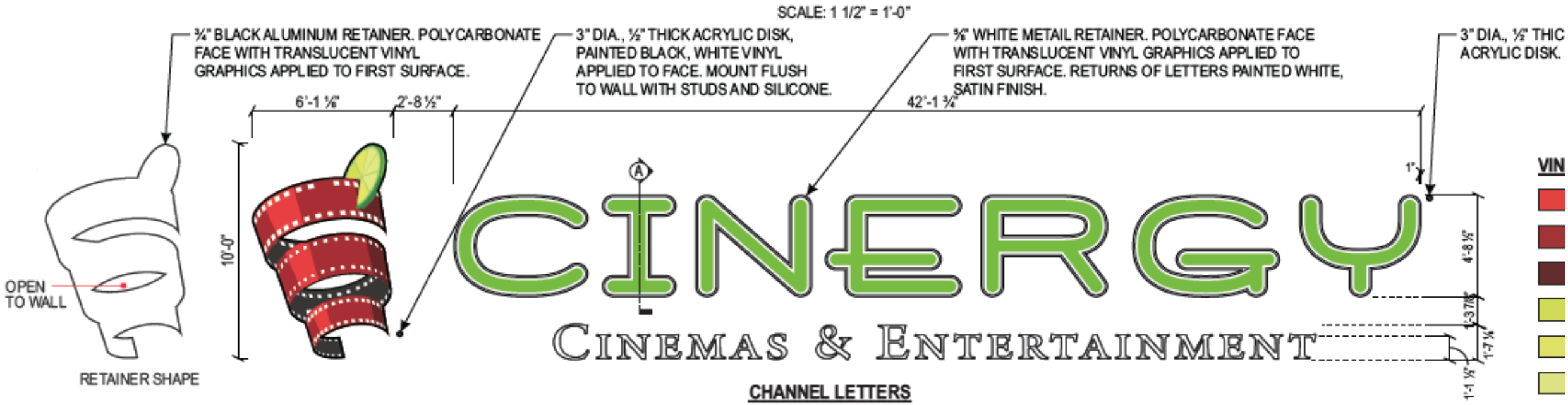
- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Shopping Center and TH, Townhouse Dwelling District
  - **South:** PD, Planned District for a Shopping Center and SF-2, Single-Family Dwelling District
  - **East/West:** PD, Planned Development District for a Shopping Center



WALL SIGN #1 DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a sign.
- **Allowed square footage by code:** 180 square feet
- **Proposed square footage:** 312.64 square feet
- **Variance:** 132.64 square feet

SIGN #1 DETAILS



CHANNEL LETTERS

SCALE: 3/16" = 1'-0"

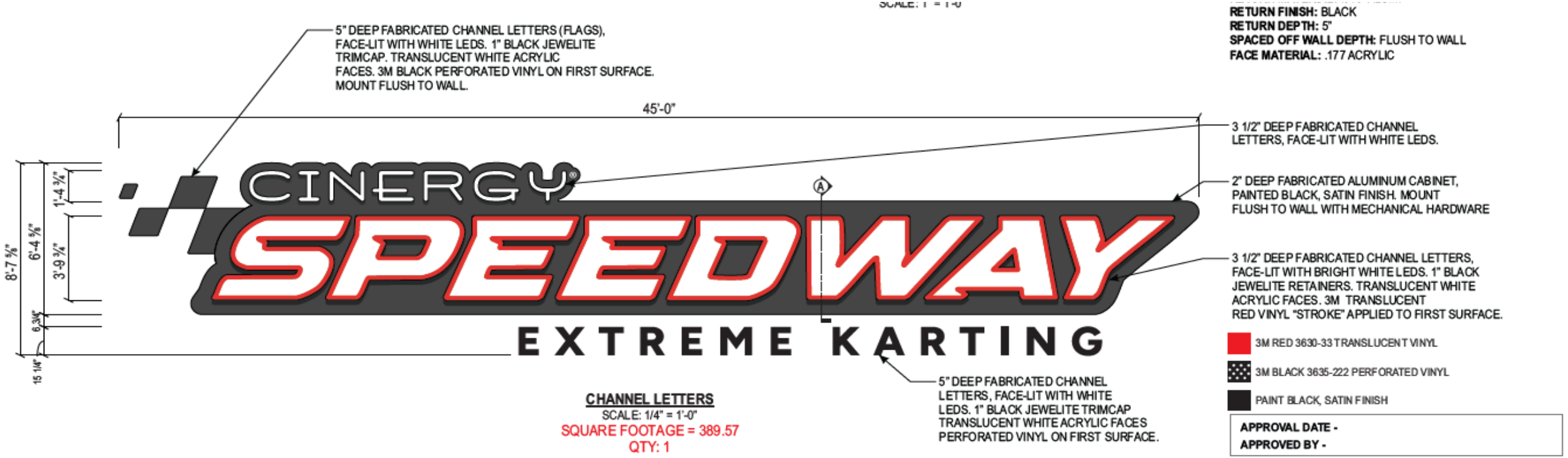
SQUARE FOOTAGE = 312.64 (INCLUDES CUP AND LETTERS)

QTY: 1

WALL SIGN #2 DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a sign.
- **Allowed square footage by code:** 180 square feet
- **Proposed square footage:** 389.57 square feet
- **Variance:** 209.57 square feet

SIGN #2 DETAILS



CHANNEL LETTERS
SCALE: 1/4" = 1'-0"
SQUARE FOOTAGE = 389.57
QTY: 1

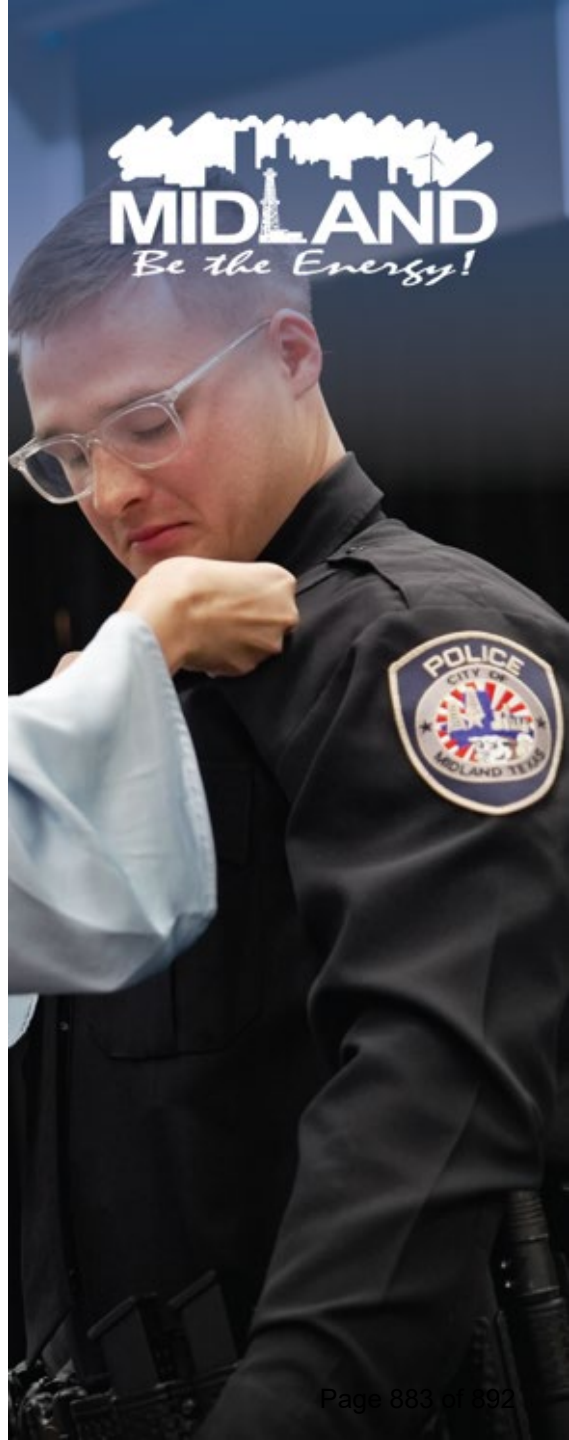
WALL SIGN #3 DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a sign.
- **Allowed square footage by code:** 180 square feet
- **Proposed square footage:** 316.56 square feet
- **Variance:** 136.56 square feet

SIGN #3 DETAILS

SIGN APPEAL DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum total sign square footage for the property.
- **Allowed square footage by code:** 300 square feet
- **Proposed square footage:** 1,018.77 square feet
- **Variance: 718**.77 square feet



STAFF'S RECOMMENDATION

- Staff recommends approval of this request.

MISSION

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

City Secretary's Office – Council Memorandum

November 18 , 2025

To: City Council Members

From: Rachel Guentensberger, Deputy City Secretary

Subject: Applications for various Boards, Commissions and Committees

Attached to this memorandum is updated information regarding the remaining Vacancies and reappointment for various Boards, Commission and Committees.

AIRPORT PLANNING AND DEVELOPMENT BOARD - (Advisory)

(1) Vacancy appointment remaining

Name:	Replacing:
	Frank Kisner

List of Current Applicants:

Chris Nolan	Sammy Daulong
Christina Renteria	Stephanie Griffin
Hank Hudson	Steven Price
Christopher Butler	Jose Ortega *(appointed to Hotel/Motel)*
David Tryson	Barrett Bole
Deborah Julian	Lindsay Johnson
Holly Darby	Ty Parkison
Leo Guillen	Zhong Pan (Sean) (appointed to Parks)
Russell Johnson	Zachary Smith
	Matthew Wilson

Quick Overview of Board info:

Justine Ruff **(Staff Liasion)** Robin Poole **(Council Liaison)**

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation. **Eligibility Requirements**: Resident of Midland County

Term / Membership:	*10 Members, three-year terms - expiring 3-3-4*
Meetings:	*Meets 3rd Wednesday of each month at 2:00 p.m. (January, April, July & October @ 12:30 p.m.) in the Third Floor Media Room at Midland International Air & Space Port*
Board responsibilities:	*Advises City Council and Airport Director regarding the promotion and development of Midland Industrial Park, Midland International Air & Space Port and Midland Airpark.*

MIDLAND HOUSING AUTHORITY COMMISSION- (Separate Legal Entity)

(1) Vacancy appointment remaining (must be a resident Board member)

(2) Reappointments remaining

Name:	Replacing:
	Resident Board Member Vacancy
Neville Peyton (current member - seeking reappointment)	**Reappointment**
Latoya Mayberry (current member - seeking reappointment)	**Reappointment**

List of Current Applicants:

Marie Ridenour *(Resident board member)*
Jose Ortega *(appointed to Hotel/Motel Board)*
Holley Hock Vang
Jonathan Conners
Gina Martin

Quick Overview of Board info:

Isaac Garnett **(Staff Liaison)** Staff Contact: Teressa Thompson 432-682-0011
Eligibility Requirements: No member may be an officer or employee of the City of Midland.

Term / Membership:	*Five (5) Members, two-year terms; expiring 3-2*
Meetings:	*Meets 4th Monday of each month at 11:45 a.m. in the Conference Room, Midland Housing Authority*
Board responsibilities:	*Operates on behalf of local government to serve the housing authority needs of the community's low-income housing for the elderly and disabled.*

MIDLAND SPACEPORT DEVELOPMENT CORPORATION - (Decision-making)

(1) Vacancy appointment remaining

Name:	Replacing:
	Frank Kisner - City Appointee

List of Current Applicants:

Christopher Butler
Jose Ortega *(appointed to Hotel/Motel Board)*
Matt Berkebile *(appointed to Airport Planning Board)*
Jonathan Conners
Russell Johnson
Spencer Manning
Scott Ramsey

Quick Overview of Board info:

Justine Ruff **(Staff Liaison)** Eligibility Requirements: **None**

Term / Membership:	*Seven (7) members, 4 appointed by City of Midland & 3 by Midland County - two-year terms*
Meetings:	*Meets the second Thursday of the first month of each quarter in the City Hall basement Conference room, 300 N Loraine*
Board responsibilities:	*Supports the creation and development of spaceport projects in Midland, Texas, and for any lawful purpose permitted by Texas Nonprofit Corporation Law.*

OIL AND GAS ADVISORY COMMITTEE -

(1) Vacancy appointment remaining **(must be a Petroleum Engineer or Geologist)**

Name:	Replacing:
	Ross Klabon *(Petroleum Engineer)*

List of Current Applicants:

Abdul Kreem Al Obied *(Petroleum Engineer)*
Victoria Santiago
Zachary Smith
Alka Kumar

Quick Overview of Board info:

Garrick Clayton **(Staff Liaison)**

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

Term / Membership:	*Five (5) members - 3 petroleum engineers or geologists, 2 with property development or real estate experience - two-year terms*
Meetings:	*Meets every 2nd Wednesday of the month at 2:00 P.M, City Hall Council Chamber*
Board responsibilities:	*Assists the City of Midland Planning Division with the administrative review of Oil and Gas Well Permit applications for (1) technical compliance with the requirements of Sec. 6-1-23 of the City code regarding Oil and Gas Well Permits issued on or after January 1, 2010, and (2) administrative completeness. The Committee may also recommend a surface location where there is a disagreement between the Operator and the owner. The Committee is subject to the Texas Open Meetings Act, but functions in an advisory capacity only.*

PARKS AND RECREATION COMMISSION - (Advisory)

(1) Vacancy Appointment to unexpired term remaining (4) reappointments remaining

Name:	Replacing:
Rachel Overman (current member - seeking reappointment)	**Reappointment**
Sarah Judge (current member - seeking reappointment)	**Reappointment**
Amber Voithorer (current member - seeking reappointment)	**Reappointment**
Lynn Rogers (current member - seeking reappointment)	**Reappointment**
	Vacancy - to replace Marion Bryant (resigned 10/28/2025)

List of Current Applicants:

- Jonathan Conners
- Russell Johnson
- Stephanie Griffin
- Suellen King
- Sharmaine Zamora
- Xavier Torres
- Joy Paulson
- Matthew Wilson
- Max Kilgore
- Melissa Mosier
- Myron McGee
- Peggy Cox
- Samuel Gonzalez

Quick Overview of Board info:

Laurie Williams **(Staff Liaison)** John Norman **(Council Liasion)**
Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

Term / Membership:	*Nine (9) members - three-year terms*
Meetings:	*Meets six times per year typically on the third Tuesday of the month at 11:30 a.m. at the Martin Luther King, Jr. Community Center*
Board responsibilities:	*Advises the City Council and Community Services Department concerning all matters pertaining to public parks and recreation in the City.*

ZONING BOARD OF ADJUSTMENT & AIRPORT ZONING BOARD OF ADJUSTMENT- (Decision Making) (2) Alternate Vacancies & (2) Reappointments remaining

Name:	Replacing:
Rachel Walker (current member - seeking reappointment)	**Reappointment**
Elizabeth Moore (current member - seeking reappointment)	**Reappointment**
	Alternate Vacancy Appointment
	Alternate Vacancy Appointment

List of Current Applicants:

Jonathan Conners
Rachel Overman *(appointed to MOUTD Board)*
Russell Johnson
Christina Renteria
Zachary Smith
Melissa Mosier
Zhong Pan (Sean) *(appointed to Parks Board)*

Quick Overview of Board info:

Jeff Pinkstaff **(Staff Liasion) Eligibility Requirements:** Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

Term / Membership:	*Five (5) members, four (4) alternate members - two-year terms*
Meetings:	*Meets as needed at a time and place to be determined*
Board responsibilities:	*Makes decisions on appeals from determinations made by the Building Official, regarding special exceptions and specific variances.*