CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
May 27, 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, Hope Community Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation by Chief Information Officer Gorgees Eskander regarding Cybersecurity

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. SPECIAL SESSION OF APRIL 29, 2025

   4b. REGULAR SESSION OF MAY 13, 2025

5. 2025-072 – RESOLUTION ADOPTING THE FUNDING SOUNDNESS RESTORATION PLAN OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND IN ACCORDANCE WITH TEXAS GOVERNMENT CODE § 802.2015 **(DISTRICT: NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

6. 2025-073 – RESOLUTION AWARDING TWO CONTRACTS FOR ON-CALL TEMPORARY TRAFFIC CONTROL SERVICES FOR THE ENGINEERING SERVICES DEPARTMENT TO WEST TEXAS BARRICADES, LLC, DOING BUSINESS AS BARRICADES UNLIMITED, AND FC TRAFFIC CONTROL, INC.; EACH CONTRACT BEING FOR A TERM THAT SHALL END ON SEPTEMBER 30, 2025, WITH AN OPTION FOR THE CITY TO RENEW THE CONTRACT FOR UP TO FOUR ONE-YEAR TERMS; THE TOTAL

COST OF EACH CONTRACT NOT TO EXCEED $150,000.00 PER TERM; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 2025-074 – RESOLUTION APPROVING THE SELECTION OF ENPROTEC / HIBBS & TODD, INC., FREESE AND NICHOLS, INC., GARVER, LLC, HDR ENGINEERING, INC., KIMLEY-HORN AND ASSOCIATES INC., MAVERICK CIVIL & SURVEY, LLC D/B/A MAVERICK ENGINEERING, INC., AND PARKHILL, SMITH & COOPER, INC., AS RESPECTIVE FIRST CHOICES FOR PERFORMANCE OF ON-CALL ENGINEERING SUPPORT SERVICES FOR THE UTILITIES DEPARTMENT OVER THE NEXT FIVE (5) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000.00 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2025-075 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GEOGRAPHIC INFORMATION SERVICES, INC., D/B/A AXIM GEOSPATIAL, LLC, FOR ARCGIS UTILITY NETWORK IMPLEMENTATION SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $169,043.43 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2025-076 – RESOLUTION RELEASING AN APPROXIMATE 0.170-ACRE UTILITY EASEMENT OUT OF LOT 2B, BLOCK 1, MUSTANG INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF MARKET STREET, APPROXIMATELY 400 FEET NORTH OF WEST INTERSTATE 20); AUTHORIZING THE EXECUTION OF AN INSTRUMENT MEMORIALIZING SAID RELEASE; AND ORDERING RECORDATION OF SAID INSTRUMENT BY THE CITY SECRETARY **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

10. 050-2025 – MOTION AUTHORIZING THE EXECUTION OF A COMMERCIAL HANGAR LEASE AGREEMENT WITH STARFIGHTERS INTERNATIONAL, INC., REGARDING THAT CERTAIN 33,700 SQUARE-FOOT FACILITY LOCATED ON PORTIONS OF LOT 2A, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL ADDITION, AND LOT 3B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS **(DISTRICT: 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH QUALITY JOBS)**

11. 051-2025 – MOTION APPROVING THAT CERTAIN AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND FLOUR CHILD BAKED GOODS, LLC. **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH QUALITY JOBS)**

12. 052-2025 – MOTION ACCEPTING THE DONATION OF A 2021 CONTINENTAL 6’ X 12’

CARGO TRAILER FROM MR. CHRISTOPHER ANDREWS; SAID CARGO TRAILER SHALL BE UTILIZED BY THE MIDLAND POLICE DEPARTMENT NEGOTIATOR UNIT **(DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

SECOND READINGS

13. 10618 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 5.57-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND SOLOMON 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 APRIL 22, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 10621 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 28, 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 AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST NEW YORK AVENUE AND SOUTH STONEWALL 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 10622 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.50-ACRE TRACT OF LAND OUT OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF TODD DRIVE, APPROXIMATELY 1,070 FEET NORTH OF EAST COUNTY ROAD 77); 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

16. 10623 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST MONTGOMERY AVENUE AND SOUTH FORT WORTH 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

17. 10624 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 28, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 80 FEET NORTH OF EAST WALL 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

18. 10625 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 48, WESTRIDGE PARK ADDITION, SECTION 55, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); 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 MAY 13, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

19. 10626 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.4282-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD MAY 13, 2025) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

20. 10627 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 AND 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CLOVERDALE ROAD, APPROXIMATELY 100 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

21. 10628 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 70 FEET SOUTH OF EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 10629 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 20A, BLOCK 109, WILSHIRE PARK ADDITION, SECTION 17, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF THOMASON DRIVE, APPROXIMATELY 230 FEET EAST OF LOOP 250 WEST); 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 MAY 13, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

23. 10630 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 29.19-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL); 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 MAY 13, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

24. 10631 – AN ORDINANCE AMENDING TITLE IV, “BUILDING REGULATIONS” OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 14, “THIRD-PARTY PLAN REVIEW AND INSPECTION”, SO AS TO ESTABLISH A PROCEDURE TO ALLOW THIRD-PARTY ORGANIZATIONS TO CONDUCT PLAN REVIEWS AND INSPECTIONS FOR CONSTRUCTION PROJECTS; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE

OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION (FIRST READING HELD MAY 13, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

25. 10632 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10566; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (FIRST READING HELD MAY 13, 2025) **(DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

PUBLIC HEARINGS

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

26. 10633 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 13, BLOCK 61, ORIGINAL TOWN ADDITION, SECTION 25, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

27. 10634 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,500-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 340 FEET WEST OF EDWARDS STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BOOKSTORE 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 & PLACE)**

28. 10635 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1,

BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

29. 10636 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN APPROXIMATE 0.167-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH A STREET AND WEST MISSOURI 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 **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

30. 10637 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 6, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH F STREET AND WEST TENNESSEE AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

31. 10638 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 7, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND HOUSTON 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 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

32. 10639 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST TEXAS AVENUE AND NORTH MINEOLA 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)**

MISCELLANEOUS

33. 053-2025 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN AND CONSTRUCTION OF THE WILDCATTER TRAIL - CHAMPIONS, ETC. PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH THE SELECTED FIRM FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

34. 054-2025 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDERS #2, #3, AND #4 WITH BELT CONSTRUCTION OF TEXAS, LLC, REGARDING THE NORTHEAST SEWER LINE PROJECT; SAID CHANGE ORDERS TO BE IN THE COMBINED AMOUNT OF $4,020,915.39 AND TO PROVIDE FOR ENHANCED SYSTEM PERFORMANCE AND THE ACCOMMODATION OF UNFORESEEN FIELD CONDITIONS **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

35. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT ALL) (CITY SECRETARYS OFFICE)**

36. PRESENTATION ADDRESSING PUBLIC INQUIRIES REGARDING CITY OF MIDLAND OPERATIONS THAT WERE VOICED DURING THE PUBLIC COMMENT PORTION OF THE MAY 13, 2025, REGULAR MEETING OF THE CITY COUNCIL.

PUBLIC COMMENT

37. 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

38. 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:

a. Section 551.071, Consultation with Attorney

a.1. 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.

b. Section 551.072, Deliberation Regarding Real Property

b.1. Discuss the purchase, exchange, lease or value of real property.

c. Section 551.074, Personnel Matters

c.1. Deliberate the employment, evaluation, and duties of the City Manager, Interim City Attorney, Special Counsel, City Secretary, Municipal Court Presiding Judge and Municipal Court Associate Judge.

d. Section 551.087, Deliberate Economic Development Negotiations

d.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

Respectfully Submitted,

Tommy Gonzalez
City Manager

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

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
April 29, 2025

The City Council convened in **Special** Session in the Bush Convention Center, Midland, Texas, at 6:30 PM, Tuesday, April 29, 2025.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, Interim City Attorney Nicholas Toulet-Crump, Assistant City Manager Jose Ortiz, City Governance Officer/City Secretary Marcia Bentley-German, Deputy City Secretary Jan Hamilton, Engineering Services Director Gabe McClelland, Planning & Development Officer Elizabeth Triggs, Assistant Director of Administrative Services Nicole Weaverling, Chief of Staff Taylor Novak, Police Chief Greg Snow, Interim Fire Chief Michael Tully, Strategic Communications Officer Stewart Doreen, Community Development Division Manager Isaac Garnett

The meeting was called to order at 6:33 p.m.

SPECIAL SESSION

1. Hold a community forum for the public discussion regarding City projects and priorities related to the following: streets, roads, and water infrastructure; water supply and resources; parks and recreation; community services; public health and safety; land use and development; economic development; airports; technology; solid waste management; real property acquisition and disposition; and oil and gas development and regulation. The Midland City Council will take no vote or action on this matter.

   Mayor Blong provided opening remarks and asked if the Council Members would also like to make remarks. Each Council Member introduced themselves and thanked everyone for attending the Town Hall meeting. Council Member Poole provided heartfelt words about each Council Member, civility and public discourse.

   Robin Campbell, 110 Ridglea, spoke on investigative journalism and the need for it in Midland.

   Paula Morris, 3300 Mariana Avenue, questioned selective code enforcement, tax payer funds and issues with fines. City Manager Tommy Gonzalez addressed Ms. Morris's question regarding code enforcement.

DRAFT

Scott Stearns, 4101 Crestgate Avenue, questioned voting machines changing votes. Interim City Attorney Nicholas Toulet-Crump informed Mr. Stearns that the city contracts with the county for elections and has nothing to do with voting machines.

Joy Paulson of Keep Midland Beautiful, thanked Council and the City of Midland for their support.

Nino Rodriquez, 1101 South Johnston, asked about Costco, tax dollars and the financial condition of Midland.

Council Member Burkholder spoke on a representative government.

Mayor Pro Tem Poole spoke on attending open meetings for all the taxing entities.

Council Member Ladd gave praise to Eliel Rosa about having the evening town hall meetings.

Nevil Payton, 2624 Delano, thanked Council for the Town Hall.

Stanley Smith, 4903 Granite Lane, reported the City needs to reevaluate the quality of life in Midland. Mr. Smith also spoke on city ordinances and codes.

Elial Rosa, 3603 Humble Avenue, thanked Council for the Town Hall and reported these are the voices the Council doesn't hear at the 10:00 a.m. meetings.

Judd Campbell, 110 Ridglea Drive, spoke on a trust issue and no accountability in the City. Mr. Campbell asked that the taxing entities hold each other accountable.

Andrew Sterns, 5614 Rio Grande, asked about the Mayor running on being fiscally responsible, the City being in debt and lower taxes. Mr. Sterns also inquired about what's being done about the City Staff that trespassed and took signs with no accountability.

Council Member Norman reported if citizens feel a crime has been committed, they are welcome to file charges.

City Manager Tommy Gonzalez, addressed Mr. Sterns questions and spoke about right-of- ways.

Donna Kelly, 5702 San Saba Avenue, thanked Council and spoke from the heart about leaving a legacy for the children of Midland. Ms. Kelly spoke on transparency and honesty. Mayor Blong reported that the Council does hear her.

Laurie Clarke, 5728 Grassland Blvd, reported she is the homeowner that had signs removed from her yard and inquired about who gave the directive to remove the signs. Ms. Clarke spoke about the State of Midland and how she felt that Midland College was endorsed.

DRAFT

Al Telck, 4321 Mercedes, spoke on several items from police making arrests and the animal shelter, to Council Members not returning emails.

William Dodson, 6011 San Bernard Drive, thanked Council for having this town hall and spoke on the Midland College Bond.

Matt Freeze, 1512 Douglas Avenue, reported he feels like the Midland Chamber is abusing the funds provided to them by the Hotel/Motel fund. Mr. Freeze also spoke on elections and conflicts of interest. Mayor Blong addressed some of Mr. Freeze's concerns.

Terry Garrett, 1605 McDonald Street, spoke on roads and potholes not being fixed, corruption and would like to know what happened with the campaign signs. Mr. Garrett reported the Mayor should find out and notify the public.

Carie McNeil, 4216 Greenbriar, reported she is appreciative of living in one of the few municipalities that puts aside funds in the water bill. Ms. McNeil reviewed real estate numbers and feels like the taxpayers are an ATM for wish lists.

Amy Bradley, 1613 East Maple, thanked Council for the work they do. On behalf of Animal Services, Ms. Bradley appealed to others to assist. Ms. Bradley also encourages everyone to go through Midland 101 to learn more about how the City operates.

Margie Smith, 4511 Irwin Court, spoke about the healthcare industry and would like to know how the City will handle a measles outbreak.

Council Member Burkholder also endorsed Midland 101 and encouraged citizens to serve on a Board or Commission.

DRAFT

All the business at hand having been completed, the meeting adjourned at 8:59 p.m.

PASSED AND APPROVED May 27, 2025.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

MIDLAND CITY COUNCIL
MINUTES
May 13, 2025

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., May 13, 2025.

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

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

OPENING ITEMS

1. Invocation – Dr. Darin Wood, First Baptist Church Midland

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation by the Strategic Communications Office regarding the Midland 101 Graduation

   3b. Presentation of a Community Recognition related to local athletic achievement

   Council Member Norman was recognized for being inducted into the Texas High School Football Hall of Fame.

   3c. Presentation by Chief Information Officer Gorgees Eskander regarding Cybersecurity

   This presentation will be given at a later date.

   3d. Presentation on Midland Debt Summary by Christy Weakland, Director of Finance

DRAFT

Finance Director Christy Weakland presented information on the debt summary for the City of Midland. Mrs. Weakland reported on what the bond pays for, such as: streets, parks and golf, sanitation, the Bush Convention Center and water just to name a few. Mrs. Weakland also reported on tax supported debt per capita and tax vs. fee supported debt.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSSION OF APRIL 22, 2025

   4b. SPECIAL SESSION OF APRIL 24, 2025

5. 2025-063 – RESOLUTION APPROVING THE PURCHASE OF EIGHT (8) CAB AND CHASSIS TRUCKS WITH KANN 29-YARD REFUSE TRUCK BODIES FROM BDR PREFERRED HOLDINGS LLC DBA ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, FOR A TOTAL COST OF $2,301,088.51 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2025-064 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) 14-TO-16-YARD DUMP BODY TRUCKS FROM BRUCKNER'S TRUCK SALES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $411,804.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2025-065 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH UNIQUE DIGITAL TECHNOLOGY, LLC, A CONVERGE COMPANY THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A RUBRIK BACKUP SOLUTION FOR A TOTAL COST OF $474,358.44; AND APPROPRIATING FUNDS **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2025-066 – RESOLUTION AWARDING A CONTRACT TO DOWTECH SPECIALTY CONTRACTORS, INC., FOR THE SOLIDS HANDLING IMPROVEMENTS PROJECT FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $3,735,304.00; APPROVING $560,296.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 2025-067 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT FOR THE PURCHASE AND INSTALLATION OF GATEWAY COLLECTORS FOR THE CUSTOMER SERVICE DIVISION FROM CORE & MAIN LP FOR A COST OF $547,546.89; AND APPROPRIATING FUNDS **(DISTRICT: ALL) (GENERAL**

DRAFT

SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

10. 2025-068 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH UTILIS, INC., DBA ASTERRA FOR SATELLITE LEAK DETECTION SERVICES FOR THE UTILITIES DEPARTMENT FOR A TOTAL COST OF $930,000.00; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2025-069 – RESOLUTION APPROVING THE PURCHASE OF REPAIR SERVICES FROM WARREN POWER & MACHINERY, INC., D/B/A WARREN CAT THROUGH BUYBOARD, FOR THE REPAIR OF A CATERPILLAR MODEL 745 ARTICULATED DUMP TRUCK FOR THE SOLID WASTE DEPARTMENT FOR A TOTAL COST OF $272,163.78; AND APPROVING $13,608.22 FOR CONTINGENCIES **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 041-2025 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR ON-CALL CITYWIDE PROFESSIONAL ENGINEERING SERVICES, ARCHITECTURE SERVICES, LANDSCAPE ARCHITECTURE SERVICES, LAND SURVEYING SERVICES, REAL ESTATE APPRAISING SERVICES, PLANNING SERVICES, AND SERVICES PROVIDED IN CONNECTION THEREWITH FOR THE UTILITIES DEPARTMENT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 042-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SHERIFF GARY PAINTER SUBDIVISION, BEING A 236.34-ACRE TRACT OF LAND OUT OF THE EAST HALF OF SECTION 4, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST COUNTY ROAD 110 AND SOUTH COUNTY ROAD 1140) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 043-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SOUTHWEST CROSSING, SECTION 22, BEING A PLAT OF A 27.86-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

15. 044-2025 – MOTION AUTHORIZING THE EXECUTION OF A SUBSURFACE USE AGREEMENT BETWEEN THE CITY OF MIDLAND AND PIONEER NATURAL RESOURCES, USA, INC., REGARDING CERTAIN CITY-OWNED PROPERTY DESCRIBED AS THE SOUTH 600 FEET OF SECTION 33, BLOCK 38, AND THE SOUTH 600 FEET OF SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, MARTIN COUNTY, TEXAS **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

DRAFT

16. 045-2025 – MOTION AUTHORIZING THE EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE RELOCATION OF POLES AS PART OF THE INCIDENTAL WORK FOR THE JAL DRAW DRAINAGE PROJECT AND ALLOCATING THE AMOUNT OF $193,972.06 FROM THE FISCAL YEAR 2025 OPERATING BUDGET OF THE DRAINAGE FUND **(DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

17. 2025-070 – RESOLUTION AUTHORIZING THE ASSIGNMENT OF SEVEN (7) RIGHT-OF-WAY LICENSES TO OXYROCK OPERATING, LLC **(DISTRICT: ALL) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

18. 046-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-317-001) WITH PLAINS PIPELINE, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 5 AND 8, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MARTIN AND MIDLAND COUNTIES, TEXAS **(DISTRICT 1) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

19. 047-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-327-002) WITH PLAINS PIPELINE, L.P., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 44, BLOCK 38, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

20. 048-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-014) BETWEEN THE CITY OF MIDLAND AND MID-STATES OPERATING CO. REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTIONS 4, 5, 9, AND 10, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

21. 049-2025 – MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN MAY 15, 1975 SURFACE LEASE AND RIGHT-OF-WAY AGREEMENT WITH MRC TORO, LLC, SUCCESSOR-IN-INTEREST TO ATLANTIC RICHFIELD COMPANY; SAID AMENDMENT PROVIDING FOR THE EXTENSION OF THE TERM FOR A PERIOD OF FOUR (4) MONTHS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

John Norman moved to approve all Consent Agenda Items; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

DRAFT

SECOND READINGS

22. 10614 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, LONE STAR BUSINESS PARK, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MAVERICK LANE AND NORTH STATE HIGHWAY 349); 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 APRIL 22, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10614.

John Norman moved to approve the second and final reading of Ordinance No. 10614; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

23. 10615 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.44-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 220 FEET WEST OF HOLDRIDGE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10615.

Robin Poole moved to approve the second and final reading of Ordinance No. 10615; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

24. 10616 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.994-ACRE TRACT OF LAND OUT OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR,

DRAFT

REGIONAL RETAIL DISTRICT, IN PART, AND C, COMMERCIAL DISTRICT, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH MIDKIFF ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10616.

John Norman moved to approve the second and final reading of Ordinance No. 10616; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

25. 10617 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 45, FAIRMONT PARK ADDITION, SECTION 13, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 450 FEET SOUTH OF HENRY KOONTZ BOULEVARD); 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 APRIL 22, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10617.

Brian Stubbs moved to approve the second and final reading of Ordinance No. 10617; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

26. 10619 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC

DRAFT

BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD APRIL 22, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10619.

This item has been deferred and will be placed on a later meeting.

Mayor Pro Tem Poole reported she is disappointed in the way certain things have been handled and the way they were addressed such as City Management calling certain landowners and asking them to stay quite. City Management should not manage perception. The law should be applied to all businesses across the board to include all second readings and ordinances mandated by the State and our Charter.

ITEM PULLED BY STAFF, SECOND READING MAY BE HELD MAY 27, 2025

27. 10620 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 THROUGH 9, BLOCK 121, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO MH, MANUFACTURED HOUSING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST NEW YORK AVENUE, APPROXIMATELY 70 FEET WEST OF SOUTH TERRELL 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 APRIL 22, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10620.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10620; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

PUBLIC HEARINGS

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

28. 2025-071 – RESOLUTION AUTHORIZING THE AMENDMENT OF THE CITY OF MIDLAND'S 2024-2025 ACTION PLAN TO THE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S FISCAL YEARS 2020-

DRAFT

2024; AND APPROPRIATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning & Development Officer Elizabeth Triggs reported that Council approved the fifth year action plan for CBDG funding in July of 2024. This is a requested amendment to increase the amount of funding for the Dunagan restroom facility for a complete rebuild. The original amount awarded was $150,000. The total cost of the project is just over $300,000. We are asking Council to consider an amendment that will allocate $100,000 in contingency funding to this project plus $50,000 in previously unassigned funds in order to complete the project.

Mayor Blong opened the public hearing at 10:29 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve Resolution No. 2025-071; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

29. 10621 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 28, 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 AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST NEW YORK AVENUE AND SOUTH STONEWALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10621.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong opened the public hearing at 10:31 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10621; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

DRAFT

30. 10622 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.50-ACRE TRACT OF LAND OUT OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF TODD DRIVE, APPROXIMATELY 1,070 FEET NORTH OF EAST COUNTY ROAD 77); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10622.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong reported concerns have been made about subsurface water in this area because they do not have City Water. Planning & Development Officer Elizabeth Triggs reported she will check into this as it needs to be plotted. During the plotting process is when the water is examined. City Manager Tommy Gonzalez reported he learned that the item came before Council in 2016 and at that time, there was sufficient water but have since run out.

Mayor Blong opened the public hearing at 10:36 a.m.

James R. Henry, 1400 W. Tennessee, questioned how a zone change can be approved for a development that does not have water.

There being no one else wishing to speak, the public hearing was closed at 10:37 a.m.

John Norman moved to approve the first of two readings of Ordinance No.10622; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

31. 10623 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST MONTGOMERY AVENUE AND SOUTH FORT WORTH STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR

DRAFT

FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10623.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong opened the public hearing at 10:39 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10623; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

32. 10624 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 28, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 80 FEET NORTH OF EAST WALL 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) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10624.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong opened the public hearing at 10:42 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10624; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

DRAFT

33. 10625 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 48, WESTRIDGE PARK ADDITION, SECTION 55, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); 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) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10625.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong opened the public hearing at 10:44 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10625; seconded by John Norman.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

34. 10626 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.4282-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10626.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is an annexation request. This property is just south of the City limits and is owned by Midland County. This annexation would allow the City to install a traffic signal.

Assistant City Manager Jose Ortiz reported the City has an agreement with the County. The County will fund the traffic signal and the City will maintain it.

Mayor Blong opened the public hearing at 10:47 a.m. There being no one present wishing

DRAFT

to speak, the public hearing was immediately closed.

Brian Stubbs moved to approve the first of two readings of Ordinance No. 10626; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

35. 10627 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 AND 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CLOVERDALE ROAD, APPROXIMATELY 100 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 **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10627.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong opened the public hearing at 10:49 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10627; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

36. 10628 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 70 FEET SOUTH OF EAST INDIANA 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 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

DRAFT

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10628.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong opened the public hearing at 10:51 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10628; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

37. 10629 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 20A, BLOCK 109, WILSHIRE PARK ADDITION, SECTION 17, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF THOMASON DRIVE, APPROXIMATELY 230 FEET EAST OF LOOP 250 WEST); 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)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10629.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Pro Tem Poole inquired about where the water source is coming from due to conservation efforts.

Utilities Director Carl Craigo reported that most new car washes recycle their water so there is very little water usage.

Mayor Blong opened the public hearing at 10:54 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to approve the first of two readings of Ordinance No. 10629; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None

DRAFT

ABSENT: Burkholder

38. 10630 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 29.19-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10630.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a zone change request.

Mayor Blong opened the public hearing at 10:57 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to approve the first of two readings of Ordinance No. 10630; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

39. 10631 – AN ORDINANCE AMENDING TITLE IV, “BUILDING REGULATIONS” OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 14, “THIRD-PARTY PLAN REVIEW AND INSPECTION”, SO AS TO ESTABLISH A PROCEDURE TO ALLOW THIRD-PARTY ORGANIZATIONS TO CONDUCT PLAN REVIEWS AND INSPECTIONS FOR CONSTRUCTION PROJECTS; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10631.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is an introduction to a new ordinance to the City code that is specific to Zoo Midland that would allow Zoo Midland to use third party review and inspection services. This would

DRAFT

be helpful as the City does not have the expertise for these particular services. To have experts handle this would also save development time.

Mayor Blong opened the public hearing at 11:08 a.m.

Carie McNeil, 4216 Greenbriar, suggested the Board of Relators should be invited to table the for discussion. City Manager Tommy Gonzalez reported they did include the Board of Realtors when they did the permitting process and will be happy to do it again.

Chuck Harrington, Zoo Midland, reported they are happy with this ordinance and feels like the City is going in the right direction.

Lance Friday, 5307 Ellen Jane Way, reported that third party inspections options for large volume home builders and developers are a good thing for this project. Mr. Friday appreciates the effort to make a change to streamline the process.

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

Amy Stretcher Burkes moved to approve the first of two readings of Ordinance No. 10631; seconded by Brian Stubbs.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

MISCELLANEOUS

40. 10632 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10566; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION **(DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10632.

Brian Stubbs moved to approve the second and final reading of Ordinance No. 10632; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: Burkholder

PUBLIC COMMENT

DRAFT

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

Judd Campbell, 110 Ridglea Drive, reported his frustrations with Mayor Blong leaving the meeting at the beginning of public comment and that this item should have been the first item on agenda since everyone is here. Mr. Campbell also spoke on signs being taken out of citizens yards and wants to know what will be the accountability for the action(s).

Wendy Storbeck, 2604 Sentinel Drive, had questions regarding the satellite leak detection system. Ms. Storbeck reported on a six-hour water line break that she saw mentioned on the Nextdoor app and would like information on it.

Andrew Stearns, 5614 Rio Grande Avenue, reported there is no accountability, no answers on the sign issue and wants to know why nothing is being done about it.

Terry Garrett, 1605 McDonald, showed frustration that Mayor Blong had to leave the meeting. Mr. Garrett spoke about it being against the law to steal. He addressed City Manager Tommy Gonzalez and called for his resignation.

Faye Russell, 408 South G. Street, spoke on having a no kill animal shelter in Midland.

Stan Smith, 4903 Granite Lane, spoke on Midland Development Corporation giving almost one million dollars to the Bush Tennis Center/Bush Ace Athletic Center and wants to know what the progress is on this project.

Council Member Amy Stretcher Burkes addressed Stan Smith's comments and reported there was a claw back to that agreement and that they are not receiving funds. Council Member Amy Stretcher Burkes offered to discuss after the meeting.

Interim City Attorney Nicholas Toulet-Crump provided a point of clarification on the Midland Development Corporation agreement and the Bush Tennis Center. Mr. Toulet-Crump reported that as part of the agreement, there was a capital funding obligation on the part of the Bush Tennis Center such that if the Bush Tennis Center reached the capital funding threshold, then the Midland Development Corporation would be obligated to provide those funds. Since the Bush Tennis Center never surpassed that funding threshold, the Midland Development Corporation funds were never paid out to the Bush Tennis Center.

Nino Rodriquez, 1101 S. Johnson, questioned Interim City Attorney Nicholas Toulet-Crump about being the attorney for the City and Midland Development Corporation. Mr. Rodriquez also inquired about a piece of equipment that was tipped over at the landfill and referenced item number 11 and how it's costing the tax payers money.

Robin Campbell, 110 Ridglea, spoke on the debt and information from the Texas Bond review board. Ms. Campbell stated that the debt has doubled since City Manager Tommy Gonzalez & Mayor Blong took over. Ms. Campbell also reported she heard on the radio that

DRAFT

the sign issue was resolved but it is not resolved until someone is held to account.

James R. Henry, 1400 W. Tennessee, spoke on zone changes on Todd Road, the athletic fields, and called out Council Members for not responding to his phone call. Mr. Henry requested that Council Member Stubbs step down from any involvement with the Midland Development Corporation.

EXECUTIVE SESSION

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

Mayor Pro Tem Poole recessed the City Council meeting to go into Executive Session at 11:56 a.m.

a. Section 551.071, Consultation with Attorney

a.1. 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.

b. Section 551.072, Deliberation Regarding Real Property

b.1. Discuss the purchase, exchange, lease or value of real property.

c. Section 551.074, Personnel Matters

c.1. Deliberate the employment, evaluation, and duties of the City Manager, Interim City Attorney, Special Counsel, City Secretary, Municipal Court Presiding Judge and Municipal Court Associate Judge.

d. Section 551.087, Deliberate Economic Development Negotiations

d.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

All the business at hand having been completed, the meeting adjourned at 12:49 p.m.

PASSED AND APPROVED May 27, 2025.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Christy Weakland, Director

Subject: RESOLUTION ADOPTING THE FUNDING SOUNDNESS RESTORATION PLAN OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND IN ACCORDANCE WITH TEXAS GOVERNMENT CODE § 802.2015 (DISTRICT: NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

To adopt the Funding Soundness Restoration Plan as adopted by the Midland Firemen's Relief and Retirement Fund and required by the Pension Review Board of Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The FSRP was formulated with the assistance of the Fund's consulting actuaries at Rudd and Wisdom, Inc. On May 15, 2025, the Fund's Board of Trustees adopted the FSRP at an open meeting in accordance with Tex. Gov't Code § 802.2015(e)(4). Once adopted by the Council, the FSRP will be submitted to the Texas Pension Review Board along with all required supporting documentation.

Morris Williams Jr.

City Manager's Office

City of Midland
Office Memorandum

DATE: May 27, 2025

TO: The Honorable Mayor and City Council Members

FROM: Nicholas Toulet, Interim City Attorney

SUBJECT: A Proposed Resolution Adopting the Funding Soundness Restoration Plan of the Midland Firemen's Relief and Retirement Fund in Accordance with Texas Government Code § 802.2015

The proposed resolution adopts the Funding Soundness Restoration Plan (the "FSRP") of the Midland Firemen's Relief and Retirement Fund (the "Fund").

Texas Government Code § 802.2015(c) reads, in pertinent part, as follows:

> The governing body of the public retirement system and the governing body of the associated governmental entity shall jointly formulate a funding soundness restoration plan…if the system's actuarial valuation shows that the system's expected funding period has exceeded 30 years for…two consecutive annual actuarial valuations in the case of a system that conducts the valuations every two or three years…

Tex. Gov't Code § 802.2015(c). The FSRP was formulated with the assistance of the Fund's consulting actuaries at Rudd and Wisdom, Inc. On May 15, 2025, the Fund's Board of Trustees adopted the FSRP at an open meeting in accordance with Tex. Gov't Code § 802.2015(e)(4). Once adopted by the Council, the FSRP will be submitted to the Texas Pension Review Board along with all required supporting documentation.

If you have any questions regarding this matter, please do not hesitate to contact my office.

RESOLUTION NO. _____

RESOLUTION ADOPTING THE FUNDING SOUNDNESS RESTORATION PLAN OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND IN ACCORDANCE WITH TEXAS GOVERNMENT CODE § 802.2015

WHEREAS, the City of Midland, Texas (the "*City*"), is a home-rule municipal corporation and a governmental entity of the state of Texas; and

WHEREAS, the Midland Firemen's Relief and Retirement Fund (the "*Fund*") is a governmental entity established by the Texas Local Fire Fighters Retirement Act, and codified in Article 6243e, Vernon's Texas Civil Statutes, for the purpose of holding or causing to be held in trust assets appropriated or dedicated to the Fund for the exclusive benefit of its members and retirees and their beneficiaries; and

WHEREAS, all of the City's firefighting personnel are members of the Fund as a condition of employment; and

WHEREAS, based on the Fund's most recent actuarial valuation report performed by Rudd & Wisdom, Inc., as of December 31, 2023, the Fund had a total unfunded liability of One Hundred Twenty Million Nine Hundred Forty-Two Thousand Five Hundred Seventy-Seven and No/100 Dollars ($120,942,577.00); and

WHEREAS, both the Fund's Board of Trustees and the Midland City Council authorized the execution of that certain Administration and Funding Agreement, effective as of February 24, 2025, to reduce the Fund's total unfunded liability and preserve and protect the Fund for current and future City firefighters by providing for (i) a $54 million contribution paid by the City to the Fund, (ii) certain benefit revisions, which were voted on and approved by the Fund's membership, and (iii) an actuarially determined contribution rate; and

WHEREAS, Texas Government Code § 802.2015(c) requires that the Fund's Board of Trustees and the Midland City Council jointly formulate a funding soundness restoration plan that complies with Tex. Gov't Code § 802.2015(e) because recent consecutive biennial

actuarial valuations show that the Fund's expected funding period exceeds thirty (30) years; and

WHEREAS, the Fund's Board of Trustees and the Midland City Council have jointly formulated a funding soundness restoration plan (the "*FSRP*") that complies with Tex. Gov't Code § 802.2015(e), which (i) was adopted by the Fund's Board of Trustees on May 15, 2025, at an open meeting in accordance with Tex. Gov't Code § 802.2015(e)(4), and (ii) is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Midland City Council finds it to be in the public interest to adopt the FSRP in accordance with Tex. Gov't Code § 802.2015;

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 for all purposes.

SECTION TWO. That the FSRP is hereby adopted by the Midland City Council.

SECTION THREE. That the City Manager is hereby authorized and directed to execute and deliver, on behalf of the City of Midland, Texas, any and all necessary legal instruments and documents required by (i) the Texas Pension Review Board to evidence the Midland City Council's adoption of the FSRP, and (ii) applicable law.

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 FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND FIREMEN'S RELIEF & RETIREMENT FUND
105 N. G Street, Suite 201, Midland, TX 79701
432-704-5575

Dear Pension Review Board,

The Board of Trustees of the Midland Firemen's Relief & Retirement Fund is pleased to provide you with the Final Funding Soundness and Restoration Plan Update.

Following extensive research, education conducted with our service providers and membership, and collaborative efforts with our Board of Trustees and the City of Midland leadership, we have developed a path toward the long-term sustainability of our retirement fund.

Enclosed in this package, you will find a letter from our consulting actuary outlining the timeline and plan modifications that demonstrate compliance with the Funding Soundness and Restoration Plan (FSRP). Additionally, we have included the supporting documentation for the official actions taken by both the Board of Trustees and the City Council.

These plan changes, the infusion of capital, and the implementation of an actuarially determined contribution rate agreement will ensure the financial sustainability of our fund for the foreseeable future.

We extend our sincere gratitude to the Pension Review Board for your continued collaboration and support throughout this process.

Sincerely,

Board of Trustees

Midland Firemen's Relief & Retirement Fund

W. Lee Bello, A.S.A.
Mitchell L. Bilbe, F.S.A.
Evan L. Dial, F.S.A.
Philip S. Dial, F.S.A.
Charles V. Faerber, F.S.A., A.C.A.S.
Mark R. Fenlaw, F.S.A.
Brandon L. Fuller, F.S.A.
Christopher S. Johnson, F.S.A.
Oliver B. Kiel, F.S.A.
Dustin J. Kim, F.S.A.

Rudd and Wisdom, Inc.
Consulting Actuaries

Xiuyu Li, A.C.A.S.
Edward A. Mire, F.S.A.
Rebecca B. Morris, A.S.A.
Amanda L. Murphy, F.S.A.
Michael J. Muth, F.S.A.
Khiem Ngo, F.S.A., A.C.A.S.
Timothy B. Seifert, F.S.A.
Raymond W. Tilotta
Ronald W. Tobleman, F.S.A.
David G. Wilkes, F.S.A.

March 19, 2025

Via E-Mail: jgraham@mfrrf.com

Board of Trustees
Midland Firemen's Relief and Retirement Fund
c/o Mr. Justin Graham, Chairman
P.O. Box 4296
Midland, TX 79704

Re: Analysis of New Plan Effective April 1, 2025 Based on the December 31, 2023 Actuarial Valuation

Members of the Board of Trustees:

At your request, we prepared an analysis of the Plan Effective April 1, 2025 of the Midland Firemen's Relief and Retirement Fund (the Fund). The analysis is based on the December 31, 2023 actuarial valuation in order to satisfy the state law known as the Funding Soundness Restoration Plan (FSRP), because recent consecutive biennial actuarial valuations have had an actuarially determined period to amortize the unfunded liability exceeding 30 years.

After multiple plan provision change studies and extensive educational seminars for the Fund's active members, the board held an election of the active members. Exhibit 1 is the first page of the ballot for the election, and it summarizes the changes considered by the active members. They voted overwhelming in favor of a package of plan provision changes reducing benefits in the aggregate equivalent to 5.1% of payroll. The board approved the election results the morning of February 13 to become effective April 1, 2025, and the City Council the evening of February 13 approved a contribution of over $54 million that was made on February 14. These changes together restored an adequate contribution arrangement and included an actuarially determined contribution rate agreement that will maintain an adequate contribution arrangement in future years.

Exhibit 2 compares the original December 31, 2023 actuarial valuation based on the Plan Effective January 1, 2024 to the December 31, 2023 actuarial valuation revised to reflect the Plan Effective April 1, 2025, along with the City contribution of over $54 million. Exhibit 3 contains a required FSRP analysis demonstrating that the package of plan provision changes adopted by the firefighters together with the city lump sum contribution are expected to result in the full funding of the unfunded liability in 30 years after the December 31, 2023 actuarial valuation. The spreadsheet in Exhibit 3 shows the projection of key components of the revised actuarial valuation as of December 31, 2023 over the 30 years following that date. This analysis will be part of the submission by the board to the Pension Review Board to demonstrate compliance with the FSRP.

9500 Arboretum Blvd., Suite 200
Austin, Texas 78759
www.ruddwisdom.com
Phone: (512) 346-1590
Fax: (512) 345-7437

We certify that we are members of the American Academy of Actuaries who meet Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this analysis. We are available to discuss these results and answer questions you may have.

Sincerely,



Mark R. Fenlaw, F.S.A.



Rebecca B. Morris, A.S.A.

MRF/RBM:nlg

I:\CLIENTS\FIRE\WD\2025\midland\fsrp.docx

Exhibit 1

Midland Firemen's Relief and Retirement Fund
Ballot for Firefighter Election

	Present Plan	Plan Option 1
Benefit Provision		
■ DROP provisions		
• earliest age + service; service only eligibility		
– benefit calculation date	50 + 20; 25	52 + 22; 27
– 3-year lump sum	53 + 23; 28	55 + 25; 30
• lump sum determination		
– contributions made after benefit calculation date	included	excluded
– crediting interest	yes	no
■ Supplemental $500 per month	yes	no
■ Benefit formula as a percent of final average salary (FAS) or $ amount		
• years 1-20	3.75%/year[1]	3.3%/year
• years 21-30	$80/year	2.0%/year
• years above 30	$80/year	1.0%/year
■ Averaging period for FAS	60 months	72 months
Effective Decrease in the % Payroll Shortfall	none	5.1%
Future Contribution Rates		
■ Firefighters		
• current contribution rate	14.2%	14.2%
• future contribution rate	14.2%	up to 17.2%[2]
■ City of Midland		
• current contribution rate	24.2%	24.2%
• future contribution rate	24.2%	ADCR[2]
Voting "For"	☐	☐

[1] Equivalent to the current 75% of FAS for the first 20 years.

[2] Actuarially Determined Contribution Rate (ADCR) increases, if necessary, shared between the City and the firefighters going forward on a 2:1 City to Employee ratio basis, which will be based on a closed 30-year amortization period for the unfunded liability, decreasing by one year for each year of elapsed time. The firefighter contribution rate increases may not exceed 3% for a total rate of 17.2%.

Instructions for Voting

Please vote "For" by marking the box below the column **for only one** of the two plans presented above. Plan Option 1 would help restore an adequate contribution arrangement for the Fund (a pay-off period for the unfunded liability of no more than 30 years) together with a City of Midland contribution of a lump sum with a present value as of January 1, 2025 of $54 million. More details are provided in the following pages on the election results procedure and on the potential benefit provision changes.

Exhibit 2

Midland Firemen's Relief and Retirement Fund

Comparison of the December 31, 2023 Actuarial Valuation with Prior and Present Plans

	1/1/2024 Plan	4/1/2025 Plan
1. Actuarial present value of future benefits	$281,985,505	$267,346,615
2. Actuarial present value of future normal cost contributions	$ 69,575,030	$ 62,905,288
3. Actuarial accrued liability (Item 1 – Item 2)	$212,410,475	$204,441,327
4. Actuarial value of assets	$ 91,467,898	$141,935,188
5. Unfunded actuarial accrued liability (UAAL) (Item 3 - Item 4)	$120,942,577	$ 62,506,139
6. Contributions (percent of payroll)		
a. Firefighters	14.20%	14.20%
b. City of Midland	24.20%	24.20%
c. Total	38.40%	38.40%
7. Normal cost (percent of payroll)	27.28%	24.50%
8. Percent of payroll available to amortize the UAAL (Item 6c - Item 7)	11.12%	13.90%
9. Annualized covered payroll	$ 25,874,745	$ 25,874,745
10. Years to amortize the UAAL	never	29.3 years
11. Funded ratio (Item 4 ÷ Item 3)	43.1%	69.4%

This Exhibit 2 is part of this letter report to the Midland Firemen's Relief and Retirement Fund Board of Trustees dated March 19, 2025.

Exhibit 3

Midland Firemen's Relief and Retirement Fund

FSRP Additional Analysis Demonstrating Full Funding in 30 Years

Based on the 12/31/2023 Actuarial Valuation Modified to Reflect the April 1, 2025 Plan Provisions

12/31 Year	Year	Payroll[1]	Employer Contributions[2]	Employee Contributions[3]	Actuarial Value of Assets[4]	Actuarial Accrued Liability[4]	Normal Cost[5]	Benefit Payments[6]	Unfunded Liability
2023					141,935,188	204,441,327			(62,506,139)
2024	1	25,874,745	6,261,688	3,674,214	149,221,272	212,386,630	6,339,313	(12,500,000)	(63,165,358)
2025	2	26,650,987	6,449,539	3,784,440	156,808,743	220,567,978	6,529,492	(13,000,000)	(63,759,235)
2026	3	27,450,517	6,643,025	3,897,973	164,707,272	228,987,126	6,725,377	(13,520,000)	(64,279,854)
2027	4	28,274,032	6,842,316	4,014,913	172,926,660	237,645,299	6,927,138	(14,060,800)	(64,718,639)
2028	5	29,122,253	7,047,585	4,135,360	181,476,816	246,543,131	7,134,952	(14,623,232)	(65,066,315)
2029	6	29,995,921	7,259,013	4,259,421	190,367,747	255,680,596	7,349,001	(15,208,161)	(65,312,849)
2030	7	30,895,799	7,476,783	4,387,203	199,609,529	265,056,928	7,569,471	(15,816,487)	(65,447,399)
2031	8	31,822,673	7,701,087	4,518,820	209,212,293	274,670,539	7,796,555	(16,449,146)	(65,458,246)
2032	9	32,777,353	7,932,119	4,654,384	219,186,190	284,518,928	8,030,451	(17,107,112)	(65,332,738)
2033	10	33,760,673	8,170,083	4,794,016	229,541,371	294,598,588	8,271,365	(17,791,396)	(65,057,217)
2034	11	34,773,494	8,415,185	4,937,836	240,287,947	304,904,893	8,519,506	(18,503,052)	(64,616,946)
2035	12	35,816,698	8,667,641	5,085,971	251,435,960	315,431,986	8,775,091	(19,243,174)	(63,996,026)
2036	13	36,891,199	8,927,670	5,238,550	262,995,337	326,172,657	9,038,344	(20,012,901)	(63,177,320)
2037	14	37,997,935	9,195,500	5,395,707	274,975,851	337,118,202	9,309,494	(20,813,417)	(62,142,351)
2038	15	39,137,873	9,471,365	5,557,578	287,387,069	348,258,282	9,588,779	(21,645,954)	(60,871,213)
2039	16	40,312,010	9,755,506	5,724,305	300,238,301	359,580,763	9,876,442	(22,511,792)	(59,342,462)
2040	17	41,521,370	10,048,172	5,896,035	313,538,539	371,071,545	10,172,736	(23,412,264)	(57,533,006)
2041	18	42,767,011	10,349,617	6,072,916	327,296,390	382,714,375	10,477,918	(24,348,755)	(55,417,985)
2042	19	44,050,021	10,660,105	6,255,103	341,520,009	394,490,652	10,792,255	(25,322,705)	(52,970,643)
2043	20	45,371,522	10,979,908	6,442,756	356,217,018	406,379,207	11,116,023	(26,335,613)	(50,162,189)
2044	21	46,732,668	11,309,306	6,636,039	371,394,421	418,356,072	11,449,504	(27,389,038)	(46,961,651)
2045	22	48,134,648	11,648,585	6,835,120	387,058,508	430,394,227	11,792,989	(28,484,600)	(43,335,719)
2046	23	49,578,687	11,998,042	7,040,174	403,214,755	442,463,329	12,146,778	(29,623,984)	(39,248,574)
2047	24	51,066,048	12,357,984	7,251,379	419,867,712	454,529,421	12,511,182	(30,808,943)	(34,661,709)
2048	25	52,598,029	12,728,723	7,468,920	437,020,876	466,554,612	12,886,517	(32,041,301)	(29,533,736)
2049	26	54,175,970	13,110,585	7,692,988	454,676,565	478,496,741	13,273,113	(33,322,953)	(23,820,176)
2050	27	55,801,249	13,503,902	7,923,777	472,835,766	490,309,006	13,671,306	(34,655,871)	(17,473,240)
2051	28	57,475,287	13,909,019	8,161,491	491,497,981	501,939,569	14,081,445	(36,042,106)	(10,441,588)
2052	29	59,199,545	14,326,290	8,406,335	510,661,054	513,331,131	14,503,889	(37,483,790)	(2,670,077)
2053	30	60,975,532	14,756,079	8,658,525	530,320,984	524,420,470	14,939,005	(38,983,142)	5,900,514

[1] Payroll assumed to increase 3% per year.

[2] Employer contributions are 24.2% of payroll.

[3] Employee contributions are 14.2% of total pay.

[4] Contributions and Benefit Payments assumed to occur bi-weekly. The actuarial value of assets as of December 31, 2023 of $141,935,188 includes the value of the February 14, 2025 city lump sum contribution of over $54 million discounted at 7% annually.

[5] Normal Cost assumed to be 24.5% of payroll.

[6] Benefit payments are assumed to increase 4% per year from 2024 forward. The amount of benefit payments do not impact the Unfunded Liability calculation.

This Exhibit 3 is part of this letter report to the Midland Firemen's Relief and Retirement Fund Board of Trustees dated March 19, 2025.

ADMINISTRATION & FUNDING AGREEMENT
between
MIDLAND FIREMEN'S
RELIEF AND RETIREMENT FUND
and
THE CITY OF MIDLAND, TEXAS

This Administration & Funding Agreement ("*Agreement*") is made effective as of the date of the last signature below (the "*Effective Date*"), by and between the MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND, a municipal retirement plan (the "*FUND*"), acting through its Board of Trustees (the "*Board*"), and the CITY OF MIDLAND, TEXAS (the "*CITY*"), acting through its City Council (the "*City Council*"). The FUND and the CITY may each be referred to as a "*Party*" and may collectively be referred to as "*Parties*" in this Agreement.

W I T N E S S E T H

WHEREAS, the CITY is a home-rule municipal corporation and a governmental entity of the state of Texas; and

WHEREAS, the FUND is a governmental entity established by the Texas Local Fire Fighters Retirement Act (the "*Act*"), and codified as Article 6243e, Vernon's Texas Civil Statutes, for the purpose of providing retirement, disability, and death benefits to its members and beneficiaries and holding or causing to be held in trust assets appropriated or dedicated to the FUND for the exclusive benefit of its members and retirees and their beneficiaries; and

WHEREAS, all of CITY's firefighting personnel are members of the FUND as a condition of employment; and

WHEREAS, based on the FUND's most recent actuarial valuation report performed by Rudd & Wisdom, Inc., as of December 31, 2023, the FUND has a total unfunded liability of One Hundred Twenty Million Nine Hundred Forty-Two Thousand Five Hundred Seventy-Seven and No/100 Dollars ($120,942,577.00), and the Parties desire to reduce such unfunded liability to preserve and protect the FUND for current and future CITY firefighters and to provide for future retirement, disability, and death benefits; and

WHEREAS, to ensure the future financial stability of the FUND, the Parties desire to make certain changes to the benefits and eligibility requirements under the FUND to enhance the CITY's long-term recruitment efforts for firefighting personnel, said changes becoming effective as of April 1, 2025, and resulting in a reduction in benefits and/ or

increased employee contribution of five percent (5%) of annual pensionable payroll as determined under a 30-year amortization approach under the December 31, 2023 actuarial valuation (the "*Proposed Revisions*"); and

WHEREAS, pursuant to Section 7 of the Act, and subject to Texas Constitution Art. 16, Sec. 66, the Board may change benefits or eligibility requirements for the FUND if the proposed change(s) is approved by (i) the FUND's actuary, and (ii) a vote of the majority of the FUND members voting at an election by secret ballot at which at least fifty percent (50%) of all participating FUND members vote; and

WHEREAS, the FUND's actuary is reviewing the Proposed Revisions as required by the Act; and

WHEREAS, the Board intends to submit the Proposed Revisions to the membership of the FUND for an election following the review and approval of the Proposed Revisions by the FUND's consulting actuary; and

WHEREAS, the Board has discretion, subject to the provisions of the Act and its fiduciary duties and responsibilities to the FUND, to determine all other matters pertaining to the FUND; and

WHEREAS, the Parties have determined that it is in their best interests for the CITY to provide a cash infusion to the FUND in the amount of Fifty-Four Million Four Hundred Forty-Two Thousand Two Hundred Thirty-One and No/100 Dollars ($54,442,231.00) (the "*Cash Infusion*") to be applied towards the 12/31/23 Unfunded Liability and thereby bring the amortization period to thirty (30) years as calculated under the December 31, 2023 actuarial valuation; and

WHEREAS, the Parties have determined that it is in their mutual best interests to enter into this Agreement to provide for changes to the operation of the FUND that will help ensure the future financial stability of the FUND and to prevent the accumulation of a large unfunded liability in the future; and

WHEREAS, the Parties have determined that the approval of this Agreement together with the Proposed Revisions and the Cash Infusion shall operate to ensure the future financial stability of the FUND; and

WHEREAS, the Board and the City Council find and determine that it is in the public interest to enter into this Agreement, which sets forth the terms and conditions for the passage and implementation of the Proposed Revisions to the FUND and the CITY's payment of the Cash Infusion, and the same serves a public purpose;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

Section 1. Findings and Definitions. The findings and determinations set forth in the above recitals are hereby incorporated by reference for all purposes. For all purposes of this Agreement, except as otherwise provided or unless context otherwise requires, the following defined terms shall have the meanings assigned in the above recitals or in this Section 1:

A. "*Actuarial Assumptions and Methods*" means, but is not limited to, all demographic assumptions and the Investment Return/Discount Rate and Payroll Growth assumptions as defined by the Actuarial Standard of Practice No. 27 for Selection of Assumptions for Measuring Pension Obligations, as amended.

B. "*ADC*" means the Actuarially Determined Contribution, expressed as a percentage rate of the assumed 2024 compensation as referenced and determined in the December 31, 2023, actuarial valuation report issued on May 30, 2024, by the FUND's consulting actuary.

Section 2. Certifications and Acknowledgments.

A. The City Council and the Board acknowledge and agree that:

1. the FUND has an unfunded liability in the amount of One Hundred Twenty Million Nine Hundred Forty-Two Thousand Five Hundred Seventy-Seven and No/100 Dollars ($120,942,577.00) as of December 31, 2023, as estimated in the actuarial valuation dated May 30, 2024, performed by the FUND's consulting actuary (the "*12/31/23 Unfunded Liability*").

2. the 12/31/23 Unfunded Liability was calculated and provided by the FUND's consulting actuary, Rudd & Wisdom, Inc.;

3. the full actuarial valuation report dated May 30, 2024, is attached hereto as **Exhibit B** and incorporated herein for all purposes;

4. the Cash Infusion shall pay a portion of the 12/31/2023 Unfunded Liability in an approximate amount of $54,442,231.00.

B. The Board acknowledges and agrees that:

1. it has a fiduciary responsibility for the FUND's assets;
2. it has a fiduciary duty to oversee the investment and expenditure of the FUND's assets; and
3. the Cash Infusion, when made by the CITY, shall be applied to reduce the 12/31/2023 Unfunded Liability, which shall be reflected in the next actuarial valuation performed by the Board's consulting actuary.

Section 3. Obligations in the Administration of the FUND.

A. Funding Gap Closure. In conjunction with the Cash Infusion, which the Parties expect to reduce the FUND's amortization period to 30 years as calculated under the December 31, 2023 actuarial valuation, the Board agrees to submit the Proposed Revisions to the FUND's membership for a vote at an election held in accordance with the Act. The Proposed Revisions are more particularly described in **Exhibit C**, which is attached hereto and incorporated herein for all purposes. The Proposed Revisions shall result a reduction in benefits and/or increased employee contribution of five percent (5%) of annual pensionable payroll as determined under a closed 30-year amortization approach under the December 31, 2023 actuarial valuation. Upon the approval of the Proposed Revisions, the Board shall cause the same to be implemented in a manner that, in conjunction with any applicable contributions from the CITY, reduces the FUND's closed amortization period to thirty (30) years. For the avoidance of doubt, all amortization periods referenced in this Agreement shall be closed amortization periods.

B. Contribution Sharing. Subject to certain exceptions referenced herein, contribution increases or decreases in the ADC shall be shared between the CITY and the FUND's membership based on a 2:1 ratio. For example, if a total contribution increase of three percent (3%) is required, the CITY shall contribute two percent (2%) and the FUND's membership shall contribute one percent (1%). Notwithstanding the foregoing or any contrary provision contained herein, any cumulative increase or decrease in the FUND's membership contribution rate shall not exceed a total of three hundred (300) basis points during the term of this Agreement. The Parties shall retain the right to exercise their respective discretion in determining how to fund or provide for any contribution increase in the ADC. Contribution rates shall be determined as follows:

1. Each year during the term of this Agreement, the ADC shall be reviewed and determined in connection with the Actuarial Analysis (as defined in **Exhibit A**) performed by the FUND's consulting actuary. **Exhibit A** is attached hereto and incorporated herein for all purposes.

2. Any change to the ADC shall become effective on January 1st of the

year following the presentation of the Actuarial Analysis and ADC to the Board and the City Council. For example, the December 31, 2023, actuarial valuation shall develop funding requirements for the CITY and the FUND's membership that begin on January 1, 2025; the December 31, 2024, actuarial valuation shall develop funding requirements for the CITY and the FUND's membership that begin on January 1, 2026.

C. Unanimous Vote Requirement. If a third-party actuary is ultimately utilized in the Actuarial Analysis process described in **Exhibit A**, any changes in Actuarial Assumptions and Methods that are contrary to the third-party actuary's findings with respect to how to reconcile the difference between the hypothetical ADCs determined by the FUND's actuary and the CITY's actuary under Section D of **Exhibit A** must be approved by a unanimous vote of the full membership of the Board.

If a third-party actuary is ultimately utilized in the process described in **Exhibit A**, the Parties shall share equally in the cost of the third-party actuary's services.

D. Actuarial Assumptions and Methods; Third-Party Actuaries. Any changes in Actuarial Assumptions and Methods shall utilize and comport with the process outlined in **Exhibit A**. The actuaries provided by the Board for selection by the CITY under the process outlined in **Exhibit A** may only be recommended, selected, or engaged as an independent third-party actuary if the person:

1. is not already engaged by the CITY or the FUND to provide actuarial services to the CITY or the FUND;
2. is a member of the American Academy of Actuaries; and
3. has at least five (5) years' experience as an actuary working with one or more public retirement funds with assets exceeding Two Hundred Million Dollars ($200,000,000.00).

E. Actuarial Valuations and ADC Determinations. Each year during the term of this Agreement, the FUND shall cause its consulting actuary to conduct an actuarial valuation that shall determine the ADC requirement for the following calendar year. The valuation as of December 31, 2023, shall set the ADC for the calendar year ending December 31, 2025; the Unfunded Liability developed as of December 31, 2023 (after the benefit changes) shall be amortized over a closed 30-year period beginning January 1, 2024. Subsequent actuarial gains/losses shall be amortized over a closed 20-year period.

F. The Parties agree to cooperate in good faith with each other in any effort that

either Party may undertake in the State Legislature to authorize the Parties to enter into this Agreement and similar agreements to the extent such cooperation is not inconsistent with a fiduciary duty of either Party.

G. The Parties agree to defend the validity of this Agreement to the extent consistent with their respective duties and as is permissible under applicable law.

Section 4. Contingencies; Termination.

A. Cash Infusion; Payment. Following the approval of the Proposed Revisions by the FUND's membership (which shall comply with the Act in all respects), the CITY shall proceed to cause the Cash Infusion to be paid to the FUND in a timely manner that preserves the fiscal health of the CITY while faithfully observes its obligations prescribed herein. The CITY's obligation to make the Cash Infusion to the FUND is further contingent upon the FUND's compliance with all terms and conditions set forth in this Agreement and the CITY's receipt of satisfactory assurances that the FUND will meet its future obligations under this Agreement.

B. Termination. Upon the occurrence of any of the following events, this Agreement, the Parties' respective continuing obligations under this Agreement, and the benefit and contribution changes approved by the FUND's members in connection with the Proposed Revisions, shall terminate and become null and void:

1. the Board's failure to submit the Proposed Revisions to the FUND's membership for a vote at an election held in accordance with the Act;

2. the FUND's membership's failure to approve the Proposed Revisions at an election held in accordance with the Act;

3. the failure of the CITY to make the Cash Infusion to the FUND; and

4. a Party's material breach of this Agreement and failure to cure said material breach in accordance with Section 16 below.

Section 5. Governing Law & Venue. This Agreement shall be governed by, interpreted, enforced, and construed under the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the Parties hereunder 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 shall be in Midland County, Texas.

Section 6. Saving & Severability Clause. In case any one of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in the Agreement.

Section 7. Amendments. This Agreement may only be amended or modified by the mutual written agreement of the Parties.

Section 8. Complete Agreement. This Agreement embodies the complete agreement of the Parties hereto superseding all written previous and contemporary agreements between the Parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without agreement of the Parties.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all such counterparts shall constitute one agreement. To facilitate execution of this Termination Agreement, the Parties may execute and exchange by e-mail as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

Section 10. Assignment. The Parties to this Agreement shall not assign this Agreement, in whole or in part, any such assignment or attempted assignment being void.

Section 11. No Third-Party Beneficiary. The CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a Party to this Agreement shall have any third-party beneficiary or other rights hereunder.

Section 12. Governmental Immunity. By executing this Agreement, neither Party is waiving its right of governmental immunity. Each Party is retaining its immunity from suit. Neither Party is granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY AS TO EITHER PARTY. Notwithstanding the foregoing, an equitable action to enforce the lawful obligations of either Party to carry out the terms of this Agreement shall not be prohibited.

Section 13. Consideration. The Parties hereby agree and acknowledge that this Agreement is supported by good and valuable consideration in accordance with Section 791.011(e) of the Texas Government Code, the receipt and sufficiency of which is hereby acknowledged by the Parties.

Section 14. Notices. All notices under this Agreement shall be sent by U.S. mail, postage prepaid, addressed to such Party as shown below. A notice properly sent shall be deemed received three (3) days after depositing in the U.S. mail. Either Party may change the address below by sending written notice of such change to the other Party in the manner provided herein.

If to the CITY: City Manager
City of Midland
P.O. Box 1152
Midland, Texas 79702

If to the FUND: Chairman of the Board of Trustees
Midland Firemen's Relief and Retirement Fund
105 N. G Street, Suite 201
Midland, Texas 79701

Section 15. Governmental Function. The Parties acknowledge and agree that the CITY and the FUND are governmental entities entitled to immunity from suit or liability under state law, subject to the limitations set forth in Section 12 above, and that the CITY is entering into this Agreement pursuant to its governmental function. The Parties further acknowledge and agree that this Agreement is not subject to the provisions of Subchapter I of Chapter 271, Tex. Loc. Gov't Code, and that the consideration received by the Parties under this Agreement does not constitute a good or service for purposes of Tex. Loc. Gov't Code § 271.151(2)(A).

Section 16. Termination. Either Party may terminate this Agreement if there is a material breach of this Agreement by the other Party that is not cured within thirty (30) days following the breaching Party's receipt of written notice of such material breach. If the cure would take longer than thirty (30) days and the breaching Party has begun and diligently thereafter continues in good faith to cure said breach, the cure period shall be extended to such period as is reasonably practicable to effect such cure. Notwithstanding the foregoing, in no event shall such cure period be extended for a period longer than ninety (90) days following the breaching Party's receipt of written notice of such material breach.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed as of the Effective Date.

THE CITY OF MIDLAND, TEXAS

Lori Merritt Blong, Mayor

02/19/2025
Date

ATTEST:

Marcia Bentley-German, City Secretary

MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND

Justin Graham, Chairman of the Board of Trustees

02/24/2025
Date

ATTEST:

Eric Stewart, Secretary of the Board of Trustees

EXHIBIT A

PROCESS FOR CHANGES TO ACTUARIAL ASSUMPTIONS AND BENEFIT ENHANCEMENT(S)/CHANGE(S)

A. At least once each calendar year during the term of the Agreement, and every time the FUND considers an Actuarial Assumptions and Methods revision or a Benefit Enhancement(s)/Change(s), the FUND shall cause its actuary to conduct an actuarial analysis for the purpose of determining the actuarial liabilities and actuarially determined contribution rates of the FUND (an "***Actuarial Analysis***"). The FUND shall provide written notice to the CITY upon the commencement of any Actuarial Analysis by the FUND's actuary.

B. In connection with each Actuarial Analysis, the CITY shall inform the FUND of the following:

1. whether the CITY will conduct its own analysis using the CITY's actuary;

2. whether the CITY's actuary will review the Actuarial Analysis of the FUND's actuary; and

3. whether the CITY will accept the Actuarial Analysis of the FUND's actuary.

C. If the CITY elects to:

1. conduct its own analysis, it must complete it within three (3) months following the date the CITY received the written notice prescribed by Section A of this exhibit; or

2. have the CITY's actuary review the FUND's Actuarial Analysis, such review shall be completed no later than one (1) month after the date the preliminary results of the Actuarial Analysis are presented to the Board.

D. If the CITY chooses to have its own analysis performed or to have the City's actuary review the FUND's Actuarial Analysis, the FUND's actuary and the CITY's actuary shall determine what the hypothetical actuarially determined contribution ("*ADC*") rate would be using data from the most recent actuarial valuation performed by the FUND's consulting actuary. Each actuary shall calculate the impact of the change in Actuarial Assumptions and Methods and/or Benefit Enhancement(s)/Changes(s) on the ADC separately in his/her respective analysis.

E. If the difference between the hypothetical ADC determined by the FUND's actuary and the CITY's actuary under Section D of this exhibit:

1. is less than or equal to two percent (2%) of pensionable payroll when the Actuarial Analysis is for the purpose of evaluating the change in Actuarial

Assumptions and Methods only, or is less than or equal to one percent (1%) of pensionable payroll when the Actuarial Analysis is for the purpose of evaluating a Benefit Enhancement(s)/Change(s) only, then no further action is needed and the Board shall use the Actuarial Analysis performed by the FUND's actuary; or

2. is greater than two percent (2%) of pensionable payroll when the Actuarial Analysis is for the purpose of evaluating the change in Actuarial Assumptions and Methods only, or is greater than one percent (1%) of pensionable payroll when the Actuarial Analysis is for the purpose of evaluating a Benefit Enhancement(s)/Change(s) only, then the FUND's actuary and the CITY's actuary shall have twenty (20) business days to reconcile the difference between their analyses, and:

   a. if, as a result of the reconciliation efforts under this subsection, the difference between the ADC rates determined by the FUND's actuary and the CITY's actuary is reduced to two percent (2%) or less when the Actuarial Analysis is for the purpose of evaluating the change in Actuarial Assumptions and Methods only, or if the difference is one percent (1%) or less when the Actuarial Analysis is for the purpose of evaluating a Benefit Enhancement(s)/Change(s) only, then no further action is needed, and the Board shall use the reconciled Actuarial Analysis determined by the FUND's actuary; or

   b. if, after twenty (20) business days, the FUND's actuary and the CITY's actuary are unable to reach a reconciliation that reduces the difference in the hypothetical ADC rates to an amount less than or equal to two percent (2%) when the Actuarial Analysis is for the purpose of evaluating the change in Actuarial Assumptions and Methods only, or is less than or equal to one percent (1%) when the Actuarial Analysis is for the purpose of evaluating a Benefit Enhancement(s)/Change(s) only, a third-party actuary shall be retained to opine on the differences in the analyses used by the FUND's actuary and the CITY's actuary.

F. The independent third-party actuary retained in accordance with Section E.2.b of this exhibit shall be chosen by the CITY from a list containing at least three (3) actuarial firms provided by the FUND or by written agreement of the Parties.

G. If a third-party actuary is retained under Section E.2.b of this exhibit, the third-party actuary's findings shall be presented to the Board along with the Actuarial Analysis conducted by the FUND's actuary and, if applicable, the analysis of the CITY's actuary. If the Board adopts an Actuarial Analysis contrary to the third-party actuary's findings, then:

1. the Actuarial Analysis and any related changes must be approved by a unanimous vote of the full membership of the Board;

2. the FUND shall provide a formal letter describing the rationale for the Board's action to the Midland City Council and the State Pension Review Board; and

3. the FUND's actuary and Chairman shall be made available in person at the request of the Midland City Council or the State Pension Review Board to present the rationale for the Board's action.

H. If the Board proposes a change to Actuarial Assumptions or Methods that is not in connection with an Actuarial Analysis described in Section A of this exhibit, the FUND and the CITY shall follow the same process prescribed by this exhibit with respect to an Actuarial Analysis in connection with the proposed change.

Exhibit B

Actuarial Valuation Report

Midland Firemen's Relief and Retirement Fund

Actuarial Valuation as of December 31, 2023

May 30, 2024



Mitchell L. Bilbe, F.S.A.
Evan L. Dial, F.S.A.
Philip S. Dial, F.S.A.
Charles V. Faerber, F.S.A., A.C.A.S.
Mark R. Fenlaw, F.S.A.
Brandon L. Fuller, F.S.A.
Christopher S. Johnson, F.S.A.
Oliver B. Kiel, F.S.A.
Dustin J. Kim, F.S.A.

R&W

Rudd and Wisdom, Inc.
Consulting Actuaries

Edward A. Mire, F.S.A.
Rebecca B. Morris, A.S.A.
Amanda L. Murphy, F.S.A.
Michael J. Muth, F.S.A.
Khiem Ngo, F.S.A., A.C.A.S.
Timothy B. Seifert, F.S.A.
Raymond W. Tilotta
Ronald W. Tobleman, F.S.A.
David G. Wilkes, F.S.A.

May 30, 2024

Board of Trustees
Midland Firemen's Relief and
Retirement Fund
c/o Ms. Shera Crow
Post Office Box 4296
Midland, TX 79704

Members of the Board of Trustees:

At your request, we have prepared this report of the results of the actuarial valuation of the fund as of December 31, 2023. This valuation was prepared to determine whether the fund has an adequate contribution arrangement.

In a separate report later this year, we will provide the necessary disclosures for the fund's compliance with the Governmental Accounting Standards Board (GASB) Statement No. 67 for the plan year ending December 31, 2023. Similarly, we will provide a separate report containing the pension expense, net pension liability, and disclosure information for the city's compliance with GASB 68 for the fiscal year ending September 30, 2024. GASB 68 prescribes the city's accounting for your fund, while this actuarial valuation report reflects the assumed continuation of the current funding policy.

We certify that we are members of the American Academy of Actuaries who meet Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report.

Sincerely,

Mark R. Fenlaw

Mark R. Fenlaw, F.S.A.

Rebecca B. Morris

Rebecca B. Morris, A.S.A.

MRF/RBM:nlg

i:\clients\fire\wd\vals\2024\midland\midland-12-31-23.docx

TABLE OF CONTENTS

Section I	Valuation Summary	1
Section II	Key Results of the Actuarial Valuation	6
Section III	Establishing an Adequate Contribution Arrangement	9
Exhibit 1	Distribution of Firefighters by Age and Service	11
Exhibit 2	Summary of Pensioner Data	12
Exhibit 3	Firefighter and Pensioner Reconciliation	13
Exhibit 4	Breakdown of Pensioners by Monthly Benefit Amounts	14
Exhibit 5	Historical Comparison of Actuarial Accrued Liability and Actuarial Value of Assets	15
Exhibit 6	Summary of Asset Data	16
Exhibit 7	Statement of Changes in Assets	17
Exhibit 8	Development of Actuarial Value of Assets	18
Exhibit 9	Historical Comparison of Market and Actuarial Value of Assets	19
Exhibit 10	Market Value Asset Allocation for Prior and Current Actuarial Valuation Dates	20
Exhibit 11	Actuarial Methods and Assumptions	21
Exhibit 12	Disability Rates, Termination Rates, and Compensation Increases	25
Exhibit 13	Definitions	26
Exhibit 14	Summary of Present Plan	28
Appendix A	Review of the Actuarial Economic Assumptions	31
Appendix B	Other Disclosures	34

Section I

Valuation Summary

An actuarial valuation of the assets and liabilities of the Midland Firemen's Relief and Retirement Fund as of December 31, 2023 has been completed. This valuation is based on **preliminary asset information**. The valuation was based on the Present Plan (plan effective January 1, 2024) and the provisions of the Texas Local Fire Fighters' Retirement Act (TLFFRA) which were in effect on December 31, 2023. Section II shows the key results of the actuarial valuation as of December 31, 2023 and discusses the changes since the prior valuation as of December 31, 2021.

This valuation reflects an actuarially assumed total contribution rate of 38.4%, comprised of 14.2% by the firefighters and 24.2% by the city. The total contribution rate of 38.4% exceeds the normal cost rate of 27.28%, leaving 11.12% available to amortize the unfunded actuarial accrued liability (UAAL) of $120,942,577. Assuming that the total payroll increases at the rate of 3% per year in the future, the contributions in excess of the normal cost **will never amortize the UAAL.**

In order for a retirement plan to have an adequate contribution arrangement, contributions must be made that are sufficient to pay the plan's normal cost and to amortize the plan's UAAL over a reasonable period of time. Based on the Texas State Pension Review Board guidelines for pension funding, our professional judgment, and the actuarial assumptions and methods used in making this valuation, we consider amortization periods of 10 to 25 years to be preferable and 30 years to be the current maximum acceptable amortization period. Since the total contributions are not sufficient to pay the fund's normal cost and to amortize the fund's UAAL within the maximum acceptable period, we are of the opinion that the fund, based on present levels of benefits and contributions, **has an inadequate contribution arrangement. Section III presents considerations for establishing an adequate contribution arrangement.**

The below chart shows what the increased city contribution would need to have been in effect on the respective valuation dates in order for the fund to have a 25-year amortization period.

	City Contribution Rate	
	12/31/2021 Valuation	12/31/2023 Valuation
Current actual contribution rate	22.2%	24.2%
Hypothetical rate for a 25-year amortization period		
• Assumed effective on the valuation date	48.5%	42.5%
• Assumed effective on January 1, 2025	54.25%	44.0%

Plan Provisions

The plan provisions have been amended since the prior actuarial valuation. Effective January 1, 2024, two key changes were approved by the firefighters and the board, (1) to exclude unscheduled overtime pay from the final average pay used to determine benefits and (2) to use the highest 60 consecutive months of pay to determine the final average pay instead of the 60 highest months. The changes were accompanied by an acceptable transition protecting those eligible for normal retirement or within two years of normal retirement eligibility. In addition, the city increased its contribution rate by 2% from 22.2% to 24.2% effective January 1, 2024.

Projected Actuarial Valuation Results

In addition to completing this actuarial valuation, we estimated the amortization periods as of December 31, 2025 and as of December 31, 2027 by making projections from the December 31, 2023 actuarial valuation. These projections examine the effect on the amortization period in the next two biennial actuarial valuations of the actuarial investment gains and losses that the fund experienced in the four years prior to the valuation date (losses in 2020, 2022, and 2023, and a gain in 2021) that have been only partially recognized as of December 31, 2023. As shown in Exhibit 8, a smoothing method is used to determine the actuarial value of assets (AVA) for this valuation. This method phases in over a five-year period any investment gains or losses (net actual investment return greater or less than the actuarially assumed investment return) that the fund has had. The AVA used in this current valuation is deferring recognition of various portions of the gains and losses in 2020-2023 that the fund experienced. The AVA used in this valuation is $91.5 million. The market value of assets (MVA) is $83.7 million. The $7.8 million difference between the MVA and the AVA is the deferred net loss over the past four years that will be recognized in the next two biennial actuarial valuations.

The theory behind the AVA method is to allow time for investment gains and losses to partially offset each other and thereby dampen the volatility associated with the progression of the MVA over time. In practice, the timing and amounts of investment gains and losses can result in irregular effects on the AVA in a given year. However, as intended, the pattern of the AVA is smoother over time than the pattern of the MVA, as seen in Exhibit 9.

For the purpose of projecting the amortization period through 2027 we used six scenarios of various assumed annual rates of investment return, net of investment-related expenses, over the 2024-2027 projection period. These projections show the expected effects over the next four years after the valuation date (1) of the recognition of the portions of the investment gains and losses over the past four years that are deferred as of December 31, 2023, (2) of investment returns over the next four years different from the 7% assumption used in this valuation, and (3) assuming a city contribution rate of 44.0% beginning January 1, 2025 that would have been required to have an amortization period of 25 years. That would be a 19.8% increase over the current city contribution rate of 24.2%.

	Scenario					
	1	2	3	4	5	6
Assumed Investment Return for Calendar Year						
2024	7%	10%	-5%	-10%	-10%	-7%
2025	7	5	0	7	4	2
2026	7	10	10	7	4	2
2027	7	10	10	7	4	2
2028 and later	7	7	7	7	7	7
City Contribution Rate (effective January 1, 2025)	44.0%	44.0%	44.0%	44.0%	44.0%	44.0%
Amortization Period in Years as of December 31:						
2023 (actual)	25.0	25.0	25.0	25.0	25.0	25.0
2025 (projected)	24.6	24.4	26.5	26.8	27.0	26.7
2027 (projected)	23.7	22.8	27.6	28.1	29.3	29.3

The projected future December 31, 2027 valuation in Scenario 1 reveals that instead of decreasing by the expected four years to 21.0 years, the amortization period is projected to decrease by 1.3 years to 23.7 years because of the recognition of the deferred net loss. The other scenarios with investment gains and losses show that there is not much sensitivity of the amortization period. That is not typical of a fund with a 25-year amortization period. The small sensitivity results in this case because of the unrealistically large projected contributions by the city and because of the relatively low funded ratio of 43% as of December 31, 2023.

The primary conclusion from the scenarios is that since the fund has a dramatically inadequate contribution arrangement and a significant deferred net loss that will hinder the amortization of the UAAL, the board needs to demonstrate to the firefighters that additional action needs to be taken to be part of a solution with the city to establish an adequate contribution arrangement. The magnitude of either an increase in the city contribution rate or lump sum contributed by the city alone is too great.

Participant and Asset Data

We have relied on and based our valuation on the active firefighter data, pensioner data, and asset data provided on behalf of the board of trustees by Ms. Shera Crow, the administrator of the fund. We have not audited the data provided but have reviewed it for reasonableness and consistency relative to the data provided for the December 31, 2021 actuarial valuation. Exhibit 1 is a distribution of the active firefighters by age and service. In general, the assumed 2024 compensation used for projecting future contributions for each active firefighter in the valuation was the actual pay for calendar year 2023 increased by 3% to reflect the effect of the 5% general pay increase effective October 1, 2023. The total of these assumed compensation amounts is our assumed annualized covered payroll for the plan year beginning January 1, 2024 and is used in the valuation to determine the UAAL amortization period and to calculate the actuarially determined contribution (ADC) rate. The averages of the assumed compensation amounts for the 2024 plan year are shown in Exhibit 1. For projecting future benefits, we have assumed that the pay excluding unscheduled overtime pay will be 10% less than the pay for making contributions.

Exhibit 2 contains summary information on the pensioners. The monthly benefit payments are generally based on the amounts paid January 31, 2024. Exhibit 3 is a reconciliation of firefighters and pensioners from December 31, 2021 to December 31, 2023. Exhibit 4 shows a breakdown of the dollar amount of the monthly benefits for retirees and surviving spouses. Exhibit 5 shows a historical comparison of the actuarial accrued liability and the actuarial value of assets.

Asset information is contained in exhibits 6 through 10. The summary of assets contained in Exhibit 6 is based on the new target asset allocation and the **preliminary** total assets as of December 31, 2023. This exhibit also shows a comparison with the market values and actuarial values of assets as of December 31, 2021 and December 31, 2023. Exhibit 7 contains the statement of changes in assets for 2023 (preliminary) and 2022. Exhibit 8 shows the development of the actuarial value of assets. Exhibit 9 shows a historical comparison between the market value and actuarial value of assets. A comparison of the market value asset allocation by major asset class as of December 31, 2021 and December 31, 2023 is shown in Exhibit 10.

Assumptions

As a part of each actuarial valuation, we review the actuarial assumptions used in the prior actuarial valuation. As a result of our review, we have selected actuarial assumptions we consider to be reasonable and appropriate estimates of future experience for the fund for the long-term future. Their selection complies with the applicable actuarial standards of practice. Significant actuarial assumptions used in this valuation are:

1. 7% annual investment return net of investment-related expenses;

2. 3% general annual compensation increase combined with promotion, step, and longevity increases that average 2.89% per year over a 30-year career;

3. 3% aggregate payroll growth (for the purpose of amortizing the UAAL and calculating the ADC rate);

4. Retirement rates which result in an average expected age at retirement of 53.6;

5. PubS-2010 (public safety) total dataset mortality tables for employees and for retirees, projected for mortality improvement generationally using the projection scale MP-2019; and

6. Pay excluding unscheduled overtime pay will be 10% less than the pay for making contributions.

The actuarial assumptions for this December 31, 2023 actuarial valuation are the same as those used in the December 31, 2021 valuation. A summary of all the assumptions and methods used in the valuation is shown in Exhibits 11 and 12. In our opinion, the assumptions used, both in the aggregate and individually, are reasonably related to the experience of the fund and to reasonable expectations. The assumptions represent a reasonable estimate of anticipated experience of the fund over the long-term future.

Supporting Exhibits

Exhibit 13 contains definitions of terms used in this actuarial valuation report. Exhibit 14 summarizes the plan provisions of the Present Plan. Appendix A documents our review of the economic assumptions.

Funding Policy

A funding policy in compliance with state law would say that each actuarial valuation will include a benchmark actuarially determined contribution (ADC) rate using a closed amortization period of 30 years beginning January 1, 2020. The components of the ADC rate are the normal cost and the amortization cost, both expressed as contribution rates. Then the fund's actuary is to compare the benchmark ADC rate and the total contribution rate. The table below shows the actuarial valuation results in two key metrics, the amortization period and the total contribution rate. The amortization period for the benchmark ADC began at 30 years for the December 31, 2019 valuation and declines by one each year; so it is at 26 years for this actuarial valuation.

	Amortization Period	Total Contribution Rate
Benchmark ADC rate	26.0 years	56.1%
Actuarial valuation	never	38.4%
Difference	(immeasurable)	(17.7)%

That much negative divergence from the benchmark means that the board's next steps include (1) working with Rudd and Wisdom to study potential changes that would establish an appropriate balance between benefits and contributions and (2) working with the firefighters and the city to achieve the necessary changes. Section III of this report gives the board some recommended potential changes for study.

Variability in Future Actuarial Measurement

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following:

- Plan experience differing from that anticipated by the current economic or demographic assumptions;
- Increases or decreases expected as part of the natural operation of the methodology used for these measurements;
- Changes in economic or demographic assumptions; and
- Changes in plan provisions.

Analysis of the potential range of such future measurements resulting from the possible sources of measurement variability will be provided in the next biennial actuarial valuation once an adequate contribution arrangement has been established.

Respectfully submitted,
RUDD AND WISDOM, INC.

Mark R. Fenlaw

Mark R. Fenlaw
Fellow, Society of Actuaries
Member, American Academy of Actuaries

Rebecca B. Morris

Rebecca B. Morris
Associate, Society of Actuaries
Member, American Academy of Actuaries

Section II

Key Results of the Actuarial Valuations

	December 31, 2021[1]	December 31, 2023[1]	December 31, 2023[2]
1. Actuarial present value of future benefits			
a. Those now receiving benefits or former firefighters entitled to receive benefits	$106,761,734	$116,767,189	$116,767,189
b. Firefighters	164,001,081	189,736,230	165,218,316
c. Total	$270,762,815	$306,503,419	$281,985,505
2. Actuarial present value of future normal cost contributions	$ 69,985,878	$ 82,330,358	$ 69,575,030
3. Actuarial accrued liability (Item 1c – Item 2)	$200,776,937	$224,173,061	$212,410,475
4. Actuarial value of assets	$ 91,653,825	$ 91,467,898	$ 91,467,898
5. Unfunded actuarial accrued liability (UAAL) (Item 3 - Item 4)	$109,123,112	$132,705,163	$120,942,577
6. Contributions (percent of pay)			
a. Firefighters	14.20%	14.20%	14.20%
b. City of Midland	22.20%	22.20%	24.20%
c. Total	36.40%	36.40%	38.40%
7. Normal cost (percent of payroll)	31.54%	31.38%	27.28%
8. Percent of payroll available to amortize the UAAL (Item 6c - Item 7)	4.86%	5.02%	11.12%
9. Annualized covered payroll	$ 22,052,445	$ 25,874,745	$ 25,874,745
10. Years to amortize the UAAL	never	never	never
11. Funded ratio (Item 4 ÷ Item 3)[3]	45.6%	40.8%	43.1%
12. Retiree funded ratio (Item 4 ÷ Item 1a)[4]	85.8%	78.3%	78.3%

[1] All items reflect the plan provisions before the changes effective January 1, 2024.
[2] All items reflect the plan provisions effective January 1, 2024.
[3] The funded ratio is not appropriate for assessing either the need for or the amount of future contributions or the adequacy of the assumed contribution rates. Using the market value of assets instead of the actuarial value of assets for Item 11 would have resulted in funded ratios of 46.7% as of December 31, 2021 and 39.4% as of December 31, 2023 with the plan provisions effective January 1, 2024. **The best indicator of the fund's health will be Item 10 once an adequate contribution arrangement is established.**
[4] The retiree funded ratio should ideally never be less than 100%.

Changes in the Unfunded Actuarial Accrued Liability

In comparing this actuarial valuation to the prior one, the UAAL increased by $11,819,465 from $109,123,112 as of December 31, 2021 to $120,942,577 as of December 31, 2023. The table below summarizes the reasons for the increase.

Reason for Change	Amount
• Expected increase (interest on UAAL more than expected amortization payments, accumulated with interest)	$ 13,486,410
• Change in benefit provisions	(11,762,586)
• Investment loss for the two years (based on the AVA average annual return of 3.0%)	7,534,789
• Experience loss (net difference between actual experience and assumed experience for pay increases, retirements, mortality, and terminations)	2,560,852
Total	$ 11,819,465

Changes in the ADC

Since the UAAL will never be amortized based on the benefit provisions and the contribution arrangement reflected in this December 31, 2023 actuarial valuation, it is impossible to analyze changes since the December 31, 2021 actuarial valuation in terms of the amortization period. Instead, the below shows an analysis in terms of an actuarially determined contribution rate by the city (ADC) that with the 14.2% contribution rate by the firefighters would be adequate to pay the normal cost and to amortize the UAAL in 25 years beginning on the actuarial valuation date. The beginning point in the December 31, 2021 actuarial valuation report was an ADC of 48.5%. The ending point is the December 31, 2023 actuarial valuation with an ADC of 42.5%. The items below identify changes and experience since the prior actuarial valuation and the resulting decrease in the ADC of 6.0% from the 48.5% two years ago to the 42.5% in this actuarial valuation.

1. The average annual rate of investment return, net of investment-related expenses, on the market value of assets during the two plan years 2022 and 2023 was -2.5%. However, the actuarial value of assets (AVA) used in the valuation and the determination of the amortization period is based on an adjusted market value. The average annual rate of return on the AVA, net of investment-related expenses, for plan years 2022 and 2023 was 3.0%, less than the assumed rate of return for those years of 7.0%. This resulted in an increase in the ADC of 2.1%.

2. The shortfall in contributions due to the starting 48.5% ADC not being contributed in 2022 and 2023 increased the ADC by 3.6%.

3. The aggregate payroll increased at an average rate of 8.3% per year instead of the assumed 3% per year rate, which caused the ADC to decrease by 3.6%.

4. The net result of all experience compared to the assumptions, other than the investment experience and the aggregate payroll experience, had the combined effect of increasing the ADC by 0.6%.

5. The changes in benefit provisions resulted in a decrease in the ADC of 7.1%.

6. Starting over with a new 25-year amortization period instead of staying at 23 years with the elapse of two years between the actuarial valuation dates decreased the ADC by 1.6%.

Section III

Establishing an Adequate Contribution Arrangement

The results of this actuarial valuation as of December 31, 2023, reflecting the changes in plan provisions and the increase in the city contribution rate effective January 1, 2024, reveal that the fund still has an inadequate contribution arrangement. There are three options for establishing an adequate contribution arrangement: (1) a sufficient increase in the total contribution rate, (2) a package of sufficient decreases in benefits, or (3) a sufficient combination of increases in contributions and decreases in benefits. A lump sum contribution is also a possibility in combination with any of the three normal options.

Without any additional changes in plan provisions, we showed in Section I the higher city contribution rate of 44.0% (assumed effective January 1, 2025) that would result in an amortization period of 25 years as of December 31, 2023. An increase of 19.8% in the city's contribution rate is unrealistic. Alternatively in lieu of an increase in the contribution percentage, a lump sum of $80.6 million would be needed. Even with the proposed lump sum contribution of $47 million by the city, there would still leave a required increase in the city rate of around 8.3%, both assumed effective as of January 1, 2025.

Because of these unrealistic contribution rate increases, the board will need to consider combining the $47 million lump sum contribution with a package of decreases in benefits and an increase in the firefighter contribution rate. At your request, we recommended studies in an April 25, 2024 letter of the effects on the fund's December 31, 2023 actuarial valuation of each of the potential changes in benefit provisions described below. Given that additional changes may be needed, this is an ideal time to improve the benefit design and features of the plan and to reduce the normal cost to a more manageable level for the long-term sustainability of the fund.

1. Change the benefit formula from 75% of final average salary for the first 20 years of service plus $80 for each year of service above 20 years to a set of graded percents of final average salary that will reduce the benefit for the first 20 years and increase the benefit for years above 20 years (3.3% per year for the first 20 years, 2.0% per year for years 21-30, and 1.0% per year for years above 30).

2. Discontinue the supplemental benefit for those retiring after the plan change effective date at age 50 or above of $500 per month.

3. Increase by two years the minimum age and service requirements for all of the DROP plan benefits (from age 50/20 years to age 52/22 years and from 25 years at any age to 27 years at any age).

4. Discontinue the crediting of interest in the determination of a DROP lump sum.

5. Exclude firefighter contributions from the determination of a DROP lump sum.

6. Make the Reverse DROP actuarially equivalent to the normal retirement benefit by changing the reduction factor for the monthly benefit from 90% to the appropriate percentage based on a 7% interest rate assumption and an appropriate gender-neutral mortality assumption (expected to be close to 80%).

7. Change the benefit formula definition of final average salary from the highest 60-month average to the highest 84-month average, both being consecutive number of months.

We will determine the effects on the actuarial accrued liability and the normal cost percent for each of the potential changes individually as well as collectively. In addition, we will study what effect the collective package of potential changes plus the potential $47 million lump sum contribution from the city would have toward establishing an adequate contribution arrangement. In addition, we will solve for what additional financing with the collective package and the $47 million lump sum would be required, expressed both as a lump sum and as an increase in the total contribution rate.

The fund is subject to the state law known as the Funding Soundness Protection Plan. It requires the board and the city to work together to finalize a package of changes that will result in an amortization period of 30 years or less by September 1, 2025. For the fund, that effectively means a package of changes based on this December 31, 2023 actuarial valuation. We recommend targeting 25 years because of the very adverse investment experience of 2022 that is only partially recognized in this December 31, 2023 actuarial valuation.

Exhibit 1

Distribution of Firefighters by Age and Service on December 31, 2023 with Average Annual Compensation

Years of Service	Age									Total	Average Compensation
	Under 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60 or Over		
0	2	4	5	4	0	0	0	0	0	15	$ 57,000
1	11	10	5	1	0	0	0	0	0	27	62,780
2	4	5	4	3	0	1	0	0	0	17	78,770
3	3	10	5	7	0	0	0	0	0	25	93,087
4	1	6	9	3	1	0	0	0	0	20	92,418
5	1	3	1	5	0	0	0	0	0	10	93,978
6	0	4	5	4	2	0	0	0	0	15	91,510
7	0	2	2	1	0	0	0	0	0	5	107,394
8	0	3	3	1	2	0	0	0	0	9	105,033
9	0	1	5	2	0	1	0	0	0	9	116,043
10	0	1	4	1	5	1	0	0	0	12	116,918
11	0	0	1	3	2	0	0	0	0	6	112,839
12	0	0	1	3	2	0	0	0	0	6	117,462
13	0	0	0	0	1	0	0	0	0	1	161,867
14	0	0	0	0	1	1	0	0	1	3	141,107
15	0	0	0	3	1	0	0	0	0	4	125,537
16	0	0	0	1	6	0	2	0	0	9	132,587
17	0	0	0	3	7	2	1	0	0	13	128,119
18	0	0	0	2	3	1	0	0	0	6	139,262
19	0	0	0	0	2	1	0	0	0	3	129,311
20-24	0	0	0	0	3	11	3	0	0	17	142,992
25-29	0	0	0	0	0	4	7	2	1	14	151,589
30-34	0	0	0	0	0	0	0	1	1	2	166,928
35+	0	0	0	0	0	0	0	0	1	1	129,511
Totals	22	49	50	47	38	23	13	3	4	249	$103,915

Average	$67,739	$92,127	$124,172	$139,810	$153,685
Compensation	$83,767	$104,602	$135,111	$166,289	$103,915

Average age	35.8
Average years of service	9.2
Average age at hire	26.6

Exhibit 2

Summary of Pensioner Data

Type of Benefit	Pensioner Data Used in December 31, 2023 Valuation	
	Number of Recipients	Total Monthly Benefit Payments
Service Retirement	159[1]	$ 736,308
Disability Retirement	4	13,107
Vested Terminated (Deferred)	8	20,307
Surviving Spouse	30	74,034
Surviving Child	8	6,281
Total	209	$ 850,037

Type of Benefit	Comparison of Pensioner Count by Type as of The Prior and Current Actuarial Valuations			
	December 31, 2021	New	Ceased	December 31, 2023
Service Retirement	150[1]	+13	-4	159[1]
Disability Retirement	4	0	0	4
Vested Terminated (Deferred)	7	+3	-2	8
Surviving Spouse	33	+2	-5	30
Surviving Child	6	+2	0	8
Total	200	+20	-11	209

[1] Includes seven alternate payees receiving benefits according to the terms of a Qualified Domestic Relations Order (QDRO).

Exhibit 3

Firefighter and Pensioner Reconciliation

	Firefighters	Current Payment Status	Vested Terminated Firefighters	Total
1. As of December 31, 2021	230	193 [1]	7	430
2. Change of status				
a. retirement	(9)	11	(2)	0
b. disability	0	0	0	0
c. death	(1)	(5)	0	(6)
d. survivor payment begins	0	4	0	4
e. withdrawal	(29)	0	0	(29)
f. vested termination	(1)	0	1	0
g. QDRO alternate payee	0	0	0	0
h. child benefit ceases	0	0	0	0
i. correction	0	(2)	2	0
j. net changes	(40)	8	1	(31)
3. New firefighters	59	0	0	59
4. As of December 31, 2023	249	201 [1]	8	458

[1] Includes seven alternate payees receiving benefits according to the terms of a Qualified Domestic Relations Order (QDRO).

Exhibit 4

Breakdown of Monthly Benefit Payment Amounts as of December 31, 2023

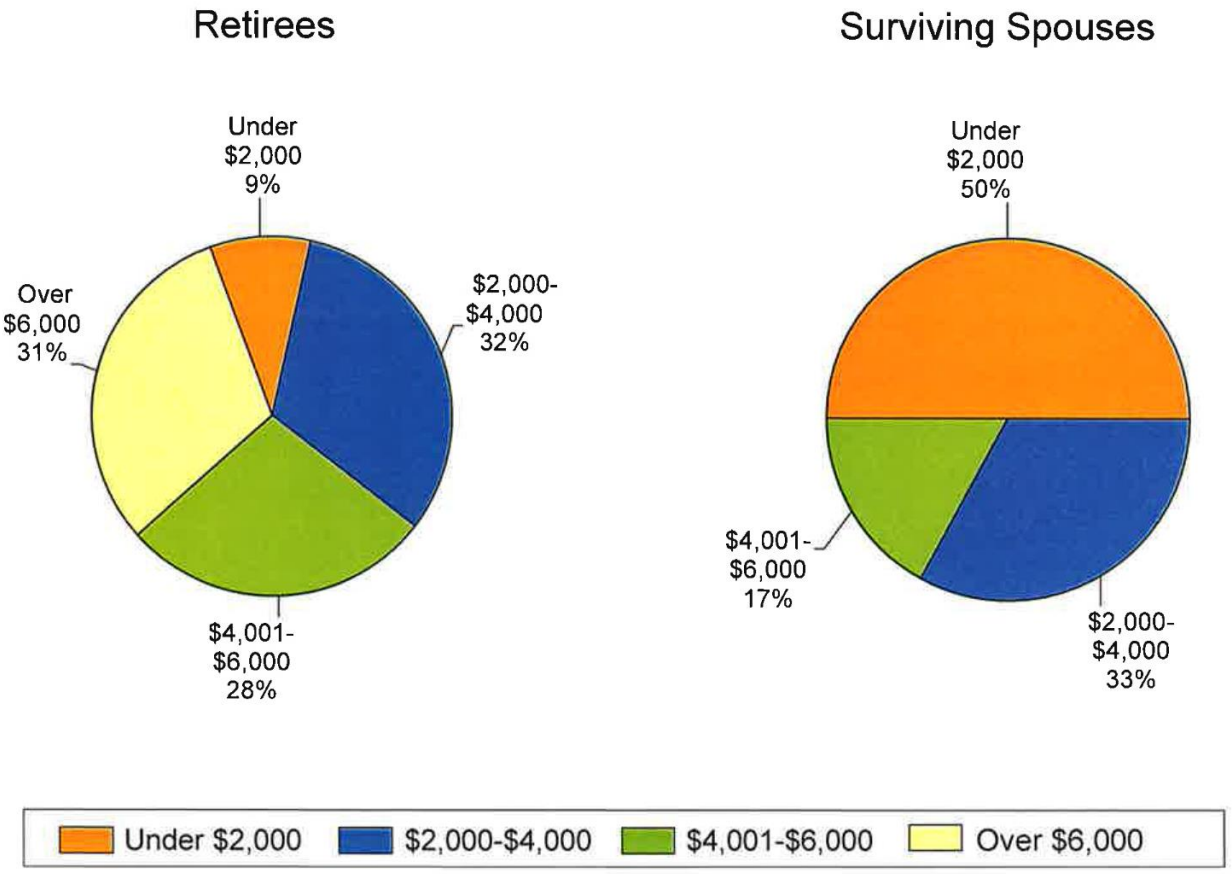


Exhibit 5

Historical Comparison of Actuarial Accrued Liability and Actuarial Value of Assets (Present Plan Valuations as of December 31)

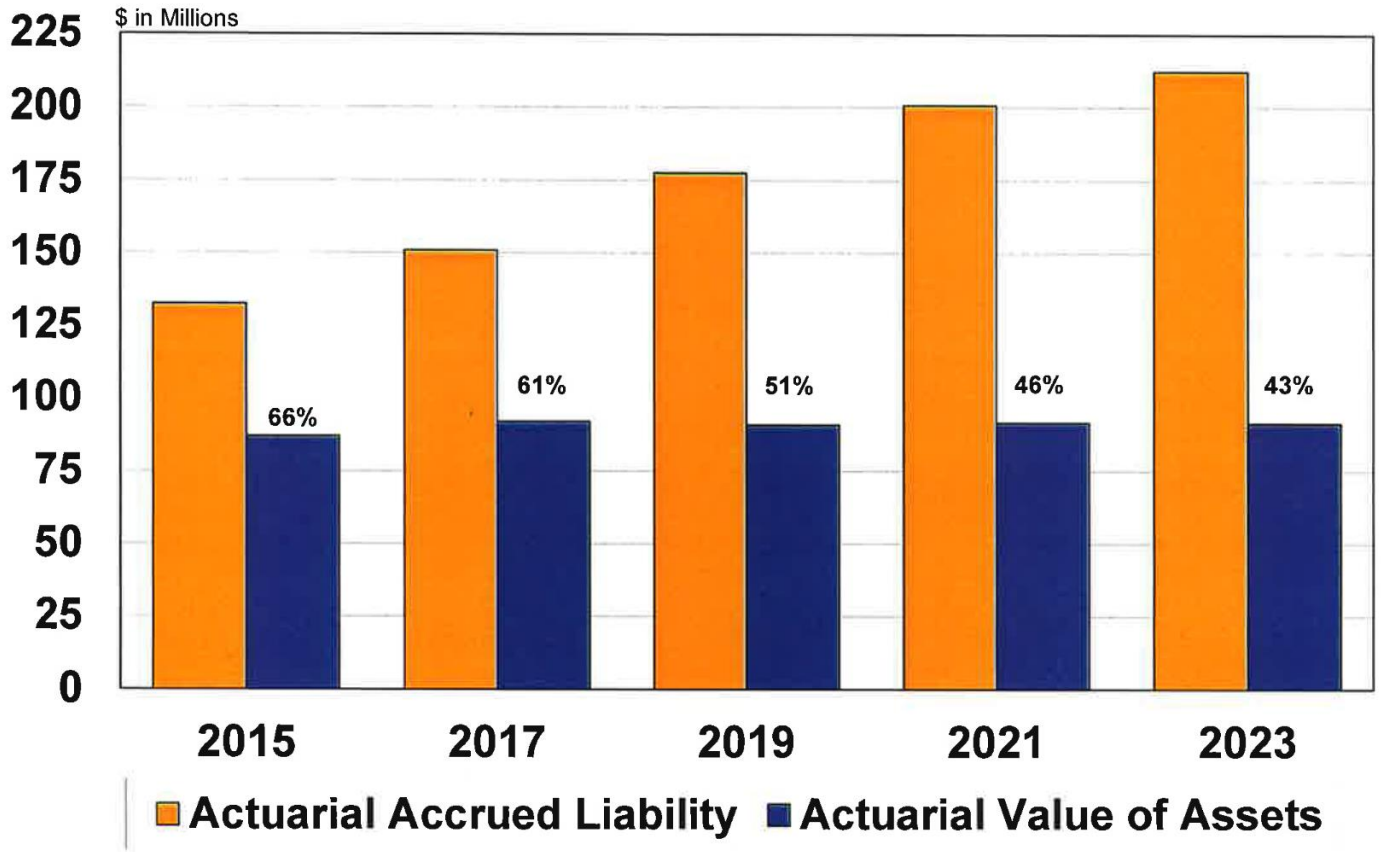


Exhibit 6

Summary of PRELIMINARY Asset Data

Asset Type	Market Value as of December 31, 2023	Target Allocation As a Percent of Grand Total
Equities		
U.S. Large Cap		20%
U.S. Small/Mid Cap		5
International		15
Total		40
Alternatives		
Venture Capital/Private Equity		15
Real Estate		10
Master Limited Partnerships		10
Private Credit		5
Total		40
Fixed Income		15
Cash Equivalents, Net of Payables		5
Grand Total	$83,710,694 [1]	100%

[1] The grand total is the preliminary amount for the December 31, 2023 financial report. The invested amounts are not shown, instead the new investment consultant's target asset allocation is solely shown.

Comparison of Asset Values as of the Prior and Current Actuarial Valuation Dates		
	December 31, 2021	December 31, 2023
Market Value	$93,771,847	$83,710,694
Actuarial Value	$91,653,825	$91,467,898
Actuarial Value as a Percent of Market Value	97.7%	109.3%

Exhibit 7

Statement of Changes in Audited Assets for the Years Ended December 31, 2023 and 2022

	12/31/2023 Preliminary	12/31/2022
Additions		
1. Contributions		
a. Employer	$ 5,580,525	$ 5,201,025
b. Employees	3,569,340	3,326,782
c. Total	$ 9,149,865	$ 8,527,807
2. Investment Income		
a. Interest and dividends	$ 1,000,000[1]	$ 958,504
b. Net appreciation in fair value	5,034,586[1]	(10,514,724)
c. Total	$ 6,034,586[1]	$ (9,556,220)
3. Other Additions	0	389
Total Additions	**$ 15,184,451**	**$ (1,028,024)**
Deductions		
4. Benefit Payments	$ 11,553,195	$ 10,875,344
5. Expenses		
a. Investment-related	$ 500,000[1]	$ 500,264
b. General administrative	400,000[1]	388,777
c. Total	$ 900,000[1]	$ 889,041
Total Deductions	**$ 12,453,195**	**$ 11,764,385**
Net Increase in Assets	**$ 2,731,256**	**$(12,792,409)**
Market Value of Assets (Fiduciary Net Position)		
Beginning of Year	$ 80,979,438	$ 93,771,847
End of Year	$ 83,710,694	$ 80,979,438
Rate of Return		
Net of All Expenses	6.44%	(11.28)%
Net of Investment-Related Expenses	6.95%	(10.88)%
Gross	7.61%	(10.37)%
Direct Investment-Related Expenses	0.66%	0.51%

[1] Estimated.

Exhibit 8

Development of Actuarial Value of Assets

Calculation of Actuarial Investment Gain/(Loss) Based on Market Value for Plan Years Ending December 31				
	2023	2022	2021	2020
1. Market Value of Assets as of beginning of year	$80,979,438	$93,771,847	$86,345,309	$84,848,966
2. Firefighter Contributions	3,569,340	3,326,782	3,138,754	2,867,985
3. City Contributions	5,580,525	5,201,025	4,907,065	4,483,675
4. Benefit Payments and Administrative Expenses[1]	(11,953,195)	(11,264,121)	(13,075,523)	(10,686,490)
5. Expected Investment Return[2]	5,570,444	6,468,258	6,287,284	6,238,616
6. Expected Market Value of Assets as of end of year	83,746,552	97,503,791	87,602,889	87,752,752
7. Actual Market Value of Assets as of end of year	83,710,694	80,979,438	93,771,847	86,345,309
8. Actuarial Investment Gain/(Loss)	(35,858)	(16,524,353)	6,168,958	(1,407,443)
9. Market Value Rate of Return Net of Expenses	6.95%	(10.88)%	14.86%	5.81%
10. Rate of Actuarial Investment Gain/(Loss)	(0.05)%	(17.88)%	7.36%	(1.69)%

[1] Administrative expenses are included for all years to retroactively make the investment return assumption net of investment-related expenses.
[2] Assuming uniform distribution of contributions and payments during the plan year; annual investment return assumed to be 7.0% for 2022 and 2023 and 7.5% for 2020 and 2021.

Plan Year	Investment Gain/(Loss)	Deferral Percentage	Deferred Gain/(Loss) as of 12/31/2023
2023	$ (35,858)	80%	$ (28,686)
2022	(16,524,353)	60%	(9,914,612)
2021	6,168,958	40%	2,467,583
2020	(1,407,443)	20%	(281,489)
Total			$ (7,757,204)

Actuarial Value of Assets as of December 31, 2023	
11. Market Value of Assets as of December 31, 2023	$ 83,710,694
12. Deferred Gain/(Loss) to be Recognized in Future	(7,757,204)
13. Preliminary Value (Item 11 – Item 12)	$ 91,467,898
14. Corridor for Actuarial Value of Assets	
a. 80% of Market Value as of December 31, 2023 (minimum)	$ 66,968,555
b. 120% of Market Value as of December 31, 2023 (maximum)	$100,452,833
15. Actuarial Value as of December 31, 2023	$ 91,467,898
16. Write Up/(Down) of Assets (Item 15 – Item 11)	$ 7,757,204

Exhibit 9

Historical Comparison of Market and Actuarial Value of Assets
(Valuation as of December 31)

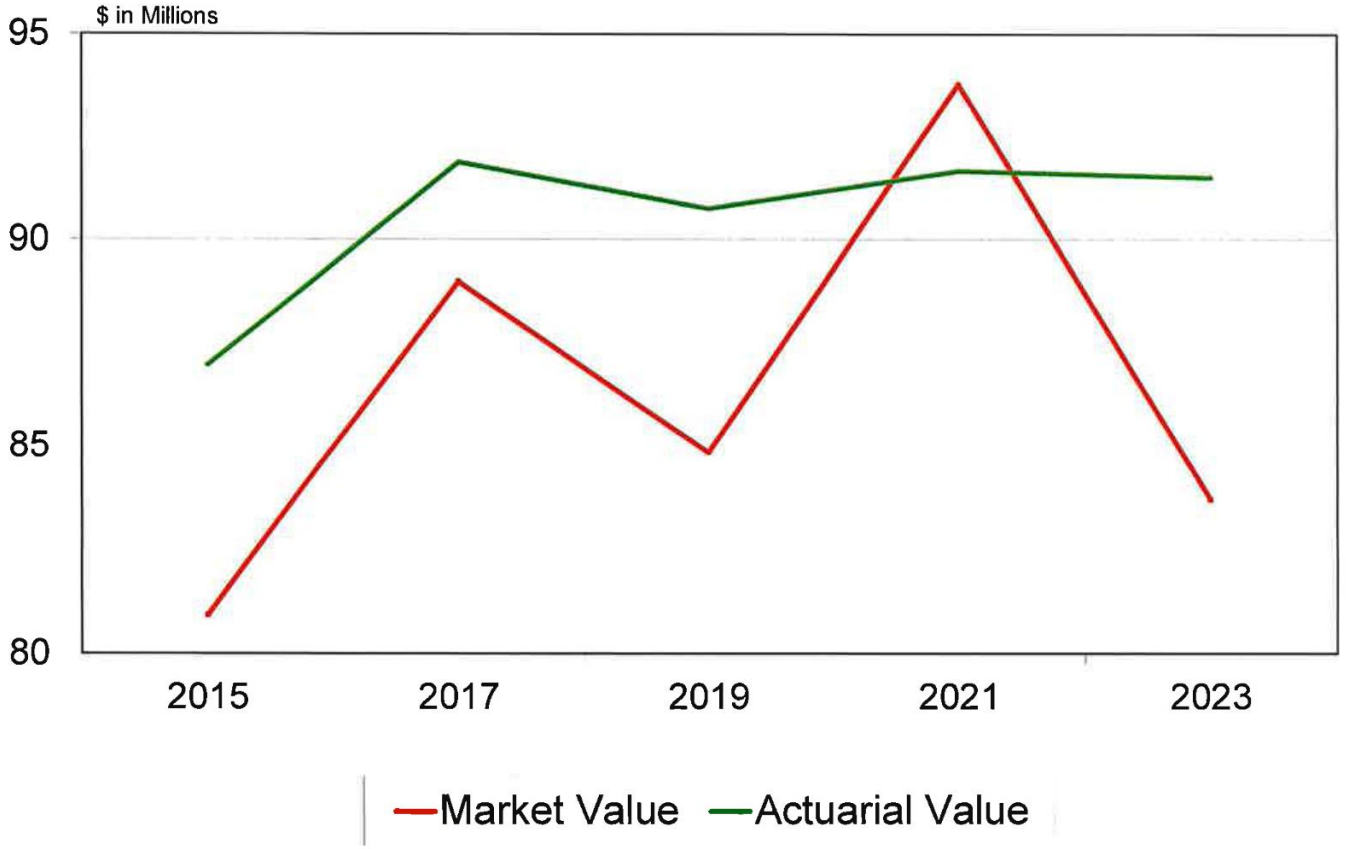
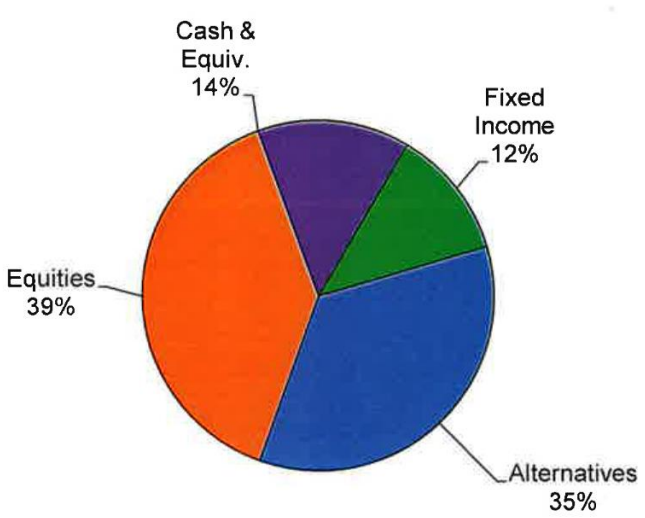


Exhibit 10

Market Value Asset Allocation for Prior and Current Actuarial Valuation Dates

December 31, 2021



December 31, 2023

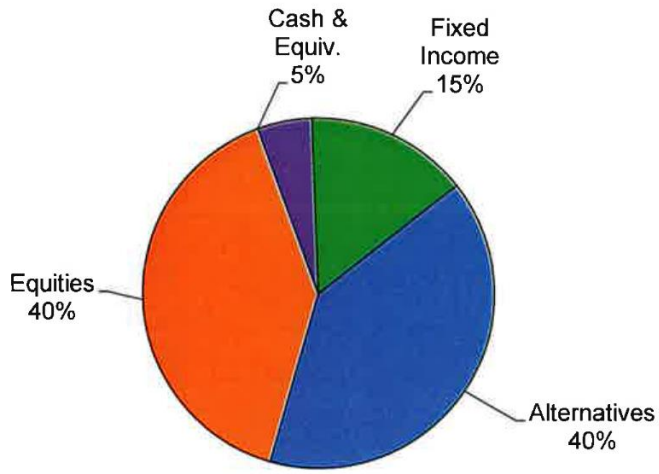


Exhibit 11

Actuarial Methods and Assumptions

A. Actuarial Methods

1. Actuarial Cost Method

The Entry Age Actuarial Cost Method is an actuarial cost method in which the actuarial present value of projected benefits of each active firefighter included in the valuation is allocated as a level percentage of compensation over the period from age at hire to the last age before 100% assumed retirement. Each active firefighter's normal cost is the current annual contribution in a series of annual contributions which, if made throughout the firefighter's total period of employment, would fund his expected benefits. Each firefighter's normal cost is calculated to be a constant percentage of his expected compensation in each year of employment. The normal cost for the fund is the sum of the normal costs for each active firefighter for the year following the valuation date. The normal cost as a percent of payroll reflects that contributions are made biweekly.

The fund's actuarial accrued liability is the excess of the actuarial present value of projected benefits over the actuarial present value of all future remaining normal cost contributions. The unfunded actuarial accrued liability (UAAL) is the amount by which the actuarial accrued liability exceeds the actuarial value of assets. The UAAL is recalculated each time a valuation is performed. Experience gains and losses, which represent deviations of the UAAL from its expected value based on the prior valuation, are determined at each valuation and are amortized as part of the newly calculated UAAL.

2. Amortization Method

The UAAL is assumed to be amortized with level percentage of payroll contributions (total assumed contribution rate less normal cost contribution rate) based on assumed payroll growth of 3% per year. The actuarial determination of the amortization period reflects that contributions are made biweekly.

3. Actuarial Value of Assets Method

All assets are valued at market value with an adjustment made to uniformly spread actuarial gains or losses (as measured by actual market value investment return vs. expected market value investment return) over a five-year period. The total adjustment amount shall be limited as necessary such that the actuarial value of assets shall not be less than 80% of market value nor greater than 120% of market value. See Exhibit 8.

B. Actuarial Assumptions

As a part of each actuarial valuation, we review the actuarial assumptions used in the prior actuarial valuation. The investment return assumption is reviewed using the building block approach that includes several asset allocations, assumed real rates of return for each asset class, an assumed rate of investment-related expenses, and an assumed rate

of inflation, with all assumptions for the long-term future. Our economic assumptions are influenced both by long-term historical experience and by future expectations of investment consultants and economists, but we select the economic assumptions and try to discuss them with the board before completing the actuarial valuation. See our review of the economic assumptions in Appendix A.

We review the termination and retirement experience since the prior valuation and periodically look back more than two years. We also periodically review the average salaries by years of service to get insights into the promotion, step, and longevity compensation patterns for the purpose of reviewing our compensation increase assumption. For the mortality assumptions, we use an appropriate published mortality table with projections for improvement beyond the valuation date. We are guided in our review and selection of assumptions by the relevant actuarial standards of practice. As a result of our review, we have selected actuarial assumptions we consider to be reasonable and appropriate estimates of future experience for the fund for the long-term future.

1. Investment Return

   7% per year net of investment-related expenses.

2. Inflation

   2.75% per year included in compensation increases and investment return assumptions.

3. Mortality Rates

   PubS-2010 (public safety) total dataset mortality tables for employees and for retirees (sex distinct), projected for mortality improvement generationally using the projection scale MP-2019.

4. Compensation Increases

   General increases of 3% per year combined with promotion, step, and longevity increases that average 2.89% per year over a 30-year career. See Exhibit 12.

5. Retirement Rates

Age	Rate per Year for Firefighters Eligible to Retire
50	30%
51-52	10
53	40
54-55	25
56-59	50
60	100

The average expected retirement age for paid firefighters not yet eligible to retire based on these rates is 53.6.

6. DROP Elections

   a. Percent of firefighters eligible electing Retroactive DROP: 100% of service retirements eligible to elect at least a 24-month lump sum.

   b. Months assumed for Retroactive DROP lump sum: Maximum they are eligible for, up to 36 months.

   c. Percent of firefighters electing Reverse DROP: 100% of service retirements not eligible to elect at least a 24-month lump sum Retroactive DROP.

   d. Percent of firefighters electing Forward DROP and Combined DROP: 0%

7. Termination Rates

   See Exhibit 12.

8. Disability Rates

   See Exhibit 12.

9. Reduction in Benefit after 2½ Years of Disability Retirement

   15% weighted average reduction in benefit.

10. Percent Married

    90% of the firefighters are assumed to be married at retirement, disability, or death while employed, with male firefighters having a spouse three years younger and female firefighters having a spouse three years older.

11. Payment Form for Retirement Benefits Due to Service Retirement, Disability Retirement, or Vested Termination

    - Joint and 75% to surviving spouse for the 90% assumed to be married
    - Life annuity for the 10% assumed to be single

12. Surviving Child's Death Benefit

    None are assumed as a result of future deaths.

13. Firefighters' Contribution Rate

    14.2% of covered pay.

14. City's Contribution Rate

    24.2% of covered pay for at least as long as the period required to amortize the UAAL.

15. Compensation for First Year Following Valuation Date for Projecting Contributions

The actual (or annualized) pay for 2023 for each firefighter increased by 3% to reflect the general pay increase of 5% effective October 1, 2023. The sum of this compensation for projecting contributions is the covered payroll for the first year following the valuation date.

16. Compensation for First Year Following Valuation Date for Projecting Benefits

Compensation for each firefighter for projecting contributions (described in item 15) decreased by 10% to reflect the exclusion of compensation for unscheduled overtime. This compensation is used for projecting benefits.

17. Administrative Expenses

The expenses paid by fund assets for other than investment-related expenses are assumed to be 1.7% of payroll. The normal cost rate as a percent of payroll is assumed to be 1.7% of payroll higher to reflect these expenses.

18. Conditional 2% Increase in Benefits

The Present Plan's Section F conditional 2% increase in benefits to certain pensions when the fund's investment rate of return averages at least 8.25% over the most recent five consecutive years will never be triggered.

Exhibit 12

Disability and Termination Rates per 1,000 Active Members
Compensation Increases by Years of Service

Disability Rates		Termination Rates		Compensation Increases	
Attained Age	Rate per 1,000	Years of Service	Rate per 1,000	Years of Service	Increase Percent
20	0.14	0	119	1	15.88%
21	0.15	1	107	2	15.88
22	0.16	2	95	3	15.88
23	0.17	3	84	4	6.09
24	0.18	4	73	5	6.09
25	0.19	5	63	6	6.09
26	0.21	6	54	7	6.09
27	0.23	7	48	8	6.09
28	0.25	8	42	9	6.09
29	0.28	9	38	10	6.09
30	0.31	10	33	11	6.09
31	0.35	11	28	12	6.09
32	0.40	12	24	13	6.09
33	0.45	13	21	14	6.09
34	0.49	14	19	15	6.09
35	0.52	15	18	16	6.09
36	0.54	16	18	17	6.09
37	0.57	17	16	18	6.09
38	0.62	18	15	19	6.09
39	0.73	19	15	20	6.09
40	0.92	20 & Over	0	21	3.00
41	1.14			22	3.00
42	1.32			23	3.00
43	1.48			24	3.00
44	1.73			25	3.00
45	2.09			26	3.00
46	2.55			27	3.00
47	2.98			28	3.00
48	3.34			29	3.00
49	3.62			30	3.00
50	3.79			31	3.00
51	3.92			32	3.00
52	4.04			33	3.00
53	4.24			34	3.00
54	4.56			35	3.00
55	0.00			36	3.00
56	0.00			37	3.00
57	0.00			38	3.00
58	0.00			39	3.00
59	0.00			40	3.00

Exhibit 13

Definitions

1. Actuarial Accrued Liability	That portion, as determined by the particular actuarial cost method used, of the Actuarial Present Value of future pension plan benefits as of the Valuation Date that is not provided for by the Actuarial Present Value of future Normal Costs.
2. Actuarial Assumptions	Assumptions as to the occurrence of future events affecting pension costs, such as: mortality, termination, disablement and retirement; changes in compensation; rates of investment earnings and asset appreciation; and other relevant items.
3. Actuarially Equivalent	Of equal Actuarial Present Value, determined as of a given date with each value based on the same set of Actuarial Assumptions.
4. Actuarial Gain (Loss)	A measure of the difference between actual experience and that expected based on the Actuarial Assumptions during the period between two Actuarial Valuation dates, as determined in accordance with the particular actuarial cost method used.
5. Actuarial Present Value	The value of an amount or series of amounts payable or receivable at various times, determined as of a given date (the Valuation Date) by the application of the Actuarial Assumptions.
6. Actuarial Valuation	The determination, as of a Valuation Date, of the Normal Cost, Actuarial Accrued Liability, Actuarial Value of Assets and related Actuarial Present Values for a pension plan.
7. Actuarial Value of Assets	The value of cash, investments and other property belonging to a pension plan, as determined by a method and used by the actuary for the purpose of an Actuarial Valuation.

8. Entry Age Actuarial Cost Method	An actuarial cost method under which the Actuarial Present Value of the Projected Benefits of each individual included in the Actuarial Valuation is allocated as a level percentage of compensation over the period from age at hire to the last age before 100% assumed retirement. The portion of this Actuarial Present Value allocated to a valuation year is called the Normal Cost. The portion of this Actuarial Present Value not provided for at a Valuation Date by the Actuarial Present Value of future Normal Costs is called the Actuarial Accrued Liability. Under this method, Actuarial Gains (Losses), as they occur, reduce (increase) the Unfunded Actuarial Accrued Liability.
9. Plan Year	A 12-month period beginning January 1 and ending December 31.
10. Normal Cost	That portion of the Actuarial Present Value of pension plan benefits that is allocated to a valuation year by the actuarial cost method.
11. Projected Benefits	Those pension plan benefit amounts that are expected to be paid at various future times according to the Actuarial Assumptions, taking into account such items as the effect of advancement in age and past and anticipated future qualified service.
12. Overfunded Actuarial Accrued Liability	The excess, if any, of the Actuarial Value of Assets over the Actuarial Accrued Liability.
13. Unfunded Actuarial Accrued Liability	The excess, if any, of the Actuarial Accrued Liability over the Actuarial Value of Assets.
14. Valuation Date	The date upon which the Normal Cost, Actuarial Accrued Liability and Actuarial Value of Assets are determined. Generally, the Valuation Date will coincide with the end of a Plan Year.
15. Years to Amortize the Unfunded Actuarial Accrued Liability	The period is determined in each Actuarial Valuation as the number of years, beginning with the Valuation Date, to amortize the Unfunded Actuarial Accrued Liability with a level percent of payroll that is the difference between the expected total contribution rate and the Normal Cost contribution rate.

Exhibit 14

Summary of Present Plan

1. Normal Service or Disability Retirement Monthly Benefit	
(a) Percentage of Highest 60-Month Average Salary	75%
(b) Additional amount per year of service over 20 years	$80.00
2. Normal Service Retirement Eligibility (Minimum)	Age 50 and 20 Years or 25 Years and Under 50
3. Supplemental Monthly Benefit	
(a) Monthly amount	$500.00
(b) Eligibility requirement (Minimum)	Age 50 and 20 Years
4. Actuarially Equivalent Early Service Retirement Eligibility	Age 45 and 20 Years
5. Retroactive Deferred Retirement Option Plan (RETRO DROP)	
(a) Earliest RETRO DROP benefit calculation date	Normal Service Retirement Eligibility
(b) Maximum RETRO DROP benefit accumulation period	36 Months
(c) RETRO DROP lump sum includes	
(i) Monthly benefits that would have been received between RETRO DROP benefit calculation date and termination of employment,	
(ii) accumulated contributions made by the firefighter after the RETRO DROP benefit calculation date, and	
(iii) 4% annual interest	
6. Reverse DROP	
(a) Eligible upon attaining Normal Service Retirement Eligibility	
(b) Monthly benefit of 90% of regular benefit	
(c) Lump sum of 24 times the reduced monthly benefit	
(d) No return of accumulated contributions and no interest	

7. Forward DROP	
(a) Earliest Forward DROP irrevocable election	Normal Service Retirement Eligibility
(b) Maximum Forward DROP accumulation period	36 months
(c) Forward DROP lump sum includes	
(i) Monthly benefits that would have been received between the DROP election date and termination of employment,	
(ii) accumulated contributions made by the firefighter after the DROP election date, and	
(iii) 4% annual interest	
8. Vested Terminated Benefit	
(a) Eligibility for firefighters	10 Years
(b) Percent vested with 10 years	50%
(c) Additional percent vested for each year above 10 years	5%
(d) Percent vested with 20 or more years	100%
(e) Benefit is deferred to date person would have satisfied normal service retirement eligibility date	
(f) Benefit is percent vested times service retirement benefit	
9. Disability Retirement Monthly Benefit for Firefighters Who Become Totally Disabled while Employed	
(a) For initial 30-month period is (i) plus (ii) if not able to perform job in fire department	
(i) Minimum monthly amount based on 20 years	
(ii) Additional amount per year of service over 20 years	
(b) Following initial 30-month period is (i), or (ii), or (iii), depending upon status	
(i) Initial benefit	
(ii) Initial benefit multiplied by one-half	
(iii) Zero	
(c) Upon attaining eligibility for normal retirement, the member's vested retirement benefit becomes payable if the disability benefit has been reduced or terminated	
10. Surviving Spouse's Monthly Benefit as a Percentage of Benefit Active Would Have Been Entitled to as a Normal Service Retirement Benefit	75%
11. Surviving Children's Monthly Benefit as a Percentage of Highest 60-Month Average Salary	
(a) Where the spouse is receiving a benefit	11.25%
(b) Where the spouse is not receiving a benefit or there is no spouse	22.50%
12. Contributions as a Percent of Payroll by:	
(a) Firefighters	14.20%
(b) City of Midland	24.20%

13. The normal form of annuity payment at retirement is a Joint and 75% to Surviving Spouse. In lieu of the normal form, an optional reduced Joint and 100% to Surviving Spouse may be elected. Payment is the last day of each month.

14. Salary used to determine the Highest 60-Month Average Salary before January 1, 2024 includes total pay except any lump sum distributions for unused sick leave or vacation are excluded. Beginning January 1, 2024, the salary used also excludes pay for unscheduled overtime. The average is based on the pay for the consecutive 60 months during which the includable pay was highest.

15. Refund of firefighters' accumulated contributions without interest will be made to firefighters who terminate employment and either are not eligible for any other benefit from the fund or request a refund from the fund.

16. Pensioners who have received benefits for five full plan years or more will receive a 2% cost-of-living adjustment on August 1 provided the fund's investment performance over the five plan years ending the previous December 31 averages 8.25% or more. DROP participation does not constitute time credited to the five-year requirement. The $500 per month supplemental benefit will not be increased by the 2% cost-of-living adjustments.

17. A lump sum death benefit of $10,000 will be paid to the designated beneficiary of a deceased firefighter, whether active or inactive (retired firefighter or a vested terminated firefighter).

Appendix A

Review of the Actuarial Economic Assumptions for the December 31, 2023 Actuarial Valuation

Theoretical Investment Return Assumption Development

Asset Class	Gross Annual Real Rate of Investment Return (ROR)[1]	Target Asset Allocation[2]
Domestic Equities		
Large Cap	6.5%	20%
Small/Mid Cap	7.0	5
		25
International Equities	7.0	15
Fixed Income	2.0	15
Alternatives		
Venture Capital/Private Equity	8.5	15
Real Estate	5.5	10
Master Limited Partnerships	8.0	10
Private Credit	5.0	5
		40
Cash	0.0	5
Total		100%
Weighted Average Gross Real ROR Assumption		5.88%
Weighted Average Net Real ROR Assumption[3]		4.63%
Possible Theoretical Annual Investment Return Assumption:		
Net Real ROR Plus Assumed Annual Rate of Inflation		
Assumed 2.75% Inflation		7.38%

[1] A gross **real** rate of return is an assumed total annual rate of investment return, before expenses, that is in excess of the assumed annual inflation rate. These are long-term assumptions made by Rudd and Wisdom, Inc.

[2] This allocation is based on the new investment consultant's asset allocation target.

[3] A weighted average Net Real ROR is an annual rate equal to the weighted average Gross Real ROR reduced by investment-related expenses of an assumed annual rate of 1.25%. Before the change to the new investment consultant, investment-related expenses had been averaging 1.25% of assets. In the future, these expenses should be somewhat lower, but the large allocation to alternatives suggests the level could still be above 1.00%.

Appendix A (continued)

Price Inflation in the USA - Average Annual Rates of Increase in the CPI-U

Years (Dec. to Dec.)	Number of Years	Average Annual Increase
1958 – 2023	65	3.70%
1963 – 2023	60	3.90
1968 – 2023	55	4.00
1973 – 2023	50	3.86
1978 – 2023	45	3.41
1983 – 2023	40	2.81
1988 – 2023	35	2.71
1993 – 2023	30	2.51
1998 – 2023	25	2.54
2003 – 2023	20	2.58

Most inflation forecasts are for 10 years or less. For example, the average 10-year forecast in the December 2023 Livingston Survey published by the Federal Reserve Bank of Philadelphia was 2.26%. However, 10 years is too short a forecast period for a public employee defined benefit pension plan. In the 2024 annual report of the OASDI Trust Funds (Social Security), the ultimate inflation assumptions for their 75-year projections are 3.0%, 2.4%, and 1.8% for the low-cost, intermediate, and high-cost assumptions, respectively. Looking at the average annual increase in the CPI-U over historical periods of 30 to 65 years above and considering the Social Security forecasts, we believe that reasonable assumed rates of inflation for the long-term future would range from 2.25% to 3.00%.

Administrative Expenses Paid by the Fund

Plan Year Ending 12/31 (1)	Administrative Expenses Paid by the Fund (2)	Covered Payroll (3)	% of Payroll (2) ÷ (3) (4)
2023	$ 400,000(estimated)	$ 25,136,197	1.59%
2022	388,777	23,428,042	1.66
2021	406,490	22,103,901	1.84
2020	330,045	20,196,734	1.63
2019	390,407	19,403,712	2.01
2018	230,738	17,568,234	1.31
2018-2023	$2,146,457	$127,836,820	1.68%

The administrative expenses are not reflected in the investment return assumption but are reflected as a percent of payroll that is added to the normal cost contribution rate. We recommend 1.70%, the average developed above for the last six plan years, rounded up to a multiple of 0.05%. (The covered payroll was determined as the contributions by the firefighters or the city for the plan year divided by the appropriate contribution rate during the plan year.) This is the same as the 1.70% assumption for the prior valuation.

Appendix A (continued)

Comparison of 12/31/2021 Actuarial Economic Assumptions with 12/31/2023 Actuarial Economic Assumptions

Actuarial Assumption[1]	12/31/2021 Actuarial Economic Assumptions	12/31/2023 Actuarial Economic Assumptions
Inflation (Price)	2.75%	2.75%
Net real rate of return[2]	4.25	4.25
Net total investment return[2]	7.00%	7.00%
Firefighter pay increase[3]	5.89%	5.89%
Aggregate payroll increase	3.00%	3.00%
Administrative expenses	1.70% of payroll	1.70% of payroll

[1] All assumptions are annual rates.
[2] Net of all investment-related expenses.
[3] For both 12/31/2021 and 12/31/2023, a 3% annual general compensation increase combined with annual promotion, step, and longevity pay increases that vary by length of service, which together average 5.89% over a 30-year career.

Appendix B

Other Disclosures as of December 31, 2023

Negative Amortization

- As of this actuarial valuation, the fund has perpetual negative amortization because the total contributions are inadequate to pay the normal cost and to amortize the unfunded actuarial accrued liability.

Reasonable Actuarially Determined Contribution Rate

- The benchmark actuarially determined contribution (ADC) rate in the section on funding policy on page 5 is a reasonable ADC rate consistent with actuarial standards of practice.

Actuarial Valuation Software

- We have utilized software licensed from Winklevoss Technologies, LLC in the development of the liabilities summarized in the report. We have independently confirmed the model developed by Winklevoss and have sufficiently tested it to ensure the model is an accurate representation of the system's liabilities.

Low-Default-Risk Obligation Measure (LDROM)

- The LDROM is a new required disclosure calculated as of the date of the actuarial valuation using a discount rate based on high quality bond yields instead of the expected return on the fund's diversified investment portfolio.

Low-Default-Risk Obligation Measure	$346,804,053
Actuarial Accrued Liability	$212,410,475

- The difference between the LDROM and the actuarial accrued liability determined in this actuarial valuation could be viewed as the expected savings from investing in the fund's diversified portfolio instead investing only in high quality bonds.

- For our calculation of the LDROM, we have used the same actuarial cost method and actuarial assumptions from this actuarial valuation summarized in Exhibits 11 and 12, except for an assumed discount rate of 3.26% instead of the investment return assumption of 7%. To determine the assumed discount rate, we used the Bond Buyer Index of general obligation bonds with 20 years to maturity, which has an average rating roughly equivalent to Moody's Investors Services' Aa2 rating and Standard and Poor's Corporation AA. The weekly index closest to the December 31, 2023 measurement date was 3.26%.

- Because the fund's assets are not invested only in high-quality bonds, the LDROM does not reflect the fund's actuarial condition, nor does it offer insights into the total contribution required for an adequate contribution arrangement or the security of participant benefits.

Exhibit C

Proposed Revisions to Benefits and Eligibility Requirements

Benefits	Present Plan	Proposed Revisions
• DROP Provisions		
○ Earliest age + service; service only eligibility		
▪ Benefit calculation date	50 + 20; 25	52 + 22; 27
▪ 3-year lump sum	53 + 23; 28	55 + 25; 30
○ Lump sum determination		
▪ Contributions made after benefit calculation date	Included	Excluded
▪ Crediting interest	Yes	No
• Supplemental $500 per month	Yes	No
• Benefit formula as a percentage of Final Average Salary (FAS) or $ amount		
○ Years 1-20	3.75% per year*	3.3% per year
○ Years 21-30	$80 per year	2.0% per year
○ Years above 30	$80 per year	1.0% per year
○ Maximum percent of FAS	None	None
• Average period for FAS	60 months	72 months
• Normal form of monthly benefits	Joint + 75% to surviving spouse	Joint + 75% to surviving spouse
Effective decrease in % payroll shortfall	None	5.1%
Contribution rates		
• Fund's membership		
○ Current contribution rate	14.2%	14.2%
○ Future contribution rate	14.2%	Up to 17.2%**
• City of Midland		
○ Current contribution rate	24.2%	24.2%
○ Future contribution rate	24.2%	ADC**

*Equivalent to the current 75% of FAS for the first 20 years.

**Actuarially Determined Contribution (ADC) rate increases are shared between the City and the Funds's membership based on a 2:1 ratio, which shall be based on a closed 30-year amortization period for the unfunded liability, decreasing by one year for each year of elapsed time. The Fund's membership's contribution rate increases may not exceed a total of three hundred (300) basis points during the term of the Agreement.

MINUTES OF A REGULAR MEETING OF THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND BOARD OF TRUSTEES FEBRUARY 13, 2025

https://lauterbachamen.zoom.us/j/83371900024?pwd=UDlka2tKbG5oam0rcTdEQ1RSa0VWUT09
or phone (309) 205-3325; meeting ID: 833 7190 0024; passcode: 906223

A regular meeting of the Midland Firemen's Relief and Retirement Fund Board of Trustees was held on Thursday, February 13, 2025 at 10:00 a.m. in the Midland Firemen's Relief and Retirement Fund Office located at 105 North G Street, Suite 201, Midland, TX 79707, pursuant to notice.

CALL TO ORDER:	Chairman Graham called the meeting to order at 10:00 a.m.
MEMBERS PRESENT:	Chairman Justin Graham, Vice Chairman Landy Adkins, Secretary Eric Stewart and Trustees Lori Blong, Morgan Rittenberry *(via videoconference)*, Christy Weakland and Chad Clark *(via videoconference)*
MEMBERS ABSENT:	None
STAFF/CONTRACTORS PRESENT:	Stephanie Masson, Elizabeth Adelmann *(via videoconference)*, A.J. Weber *(via videoconference)* and Cristen Roesler *(via videoconference),* Lauterbach & Amen (L&A); Mark Fenlaw (*via videoconference)*, Rudd & Wisdom; Jeff Swanson, Southeastern Advisory Services
PUBLIC PRESENT:	Justin Roland, Roland Real Estate; Jesse Martinez, Professional Firefighters' Association of Midland; Firefighters Austin Marshall, Greg Wells and Lance White, Midland Fire Department; Attorney Nicholas Toulet *(arrived at 10:47 a.m. via teleconference)*, Stewart Doreen, Strategic Communications Officer, City Council Member Amy Burkes and Robin Poole, City of Midland; Krystle Graham, Member of the Public and Multiple Members of the Public via videoconference.

CONSENT AGENDA:

A. Consider Approval of Minutes from Regular Board Meeting Held on January 9, 2025
B. Review and Approve Retiree Monthly Benefits for January 2025 in the amount of $856,355.00 to Pensioners and Dependents.
C. Review and Approve payments to:
    i. Commerce Bank Visa in the amount of $4,730.40 for Building and Office Expenses.
    ii. Lauterbach & Amen in the amount of $7,750 for December 2024 Rate Adjustment and January 2025 Pension Administration Services.
    iii. Lauterbach & Amen in the amount of $36.00 for Election Runner Voting Platform for Plan Update Vote.
    iv. Elena Pando in the Amount of $700.00 for February 2025 105 N. G Street Office Cleaning Expenses.
    v. Clark Hill in the amount of $682.50 for December 2024 Legal Services Rendered
    vi. Rudd & Wisdom in the amount of $3,195 for September 2024 Actuarial and Consulting Services.
    vii. Rudd & Wisdom in the amount of $9,867.50 for December 2024 Actuarial and Consulting Services.
    viii. NBW in the amount of $22,701 for October 1, 2024 through December 31, 2024 Quarterly Investment Management Fees.

ix. Jackson Walker LLP in the amount of $1,972.98 for Legal Services Rendered in Relation to Harvest Interests Fund II, LLC.
x. TEXPERS in the amount of $465.99 for 2025 Membership Renewal.
xi. Able Locksmith in the amount of $225 for Re-Keying of the Midland Firemen's Relief and Retirement Fund Office at 105 N. G Street.
xii. Justin Graham in the amount of $118.20 for Reimbursement for Office Cleaning Supplies Purchased.

Trustee Stewart made a motion to approve all items on the consent agenda. Seconded by Trustee Adkins and approved by the Board.

Chairman Graham moved agenda item 7a. up in the meeting order.

OLD BUSINESS: *Discuss Hiring Property Manager for 105 N. G Street Building and Take Action if Necessary:* Chairman Graham introduced Justin Roland to the Board and indicated that he has helped with the property management of the 105 N. G Street office building. Mr. Roland presented the Board with information regarding Roland Real Estates property management services.

Chairman Graham indicated that the Board is looking for more information from Mr. Roland regarding what he would need to provide the Board with their best options moving forward as it relates to the management of the office building. Mr. Roland requested copies of the building floor plans so he has exact square footage to base his recommendations on. He also provided the Board with the fees associated with property management as well as a listing to sell.

Trustee Blong questioned whether it is realistic to achieve 100% building occupancy and Mr. Roland indicated that it is.

Further discussion will be held at the next regular meeting.

BENEFIT APPLICATIONS, CHANGES AND QDROS: A motion was made by Vice Chairman Adkins to approve the vested terminated retirement benefit for Shera Crow. Seconded by Trustee Blong and approved by the Board.

Trustee Stewart made a motion to approve the retro DROP retirement benefit for Ricardo Campa. Seconded by Vice Chairman Adkins and approved by the Board.

Trustee Stewart made a motion to approve the refund of contributions for Autumn Stewart. Seconded by Vice Chairman Adkins and approved by the Board.

Vice Chairman Adkins made a motion to approve the refund of contributions for Bernadina Gonzalez. Seconded by Trustee Stewart and approved by the Board.

Vice Chairman Adkins made a motion to terminate the widow's benefit of Doris Bevins due to the member's death. Seconded by Trustee Stewart and approved by the Board.

Vice Chairman Adkins made a motion to approve the retro DROP retirement benefit for James Howard. Seconded by Trustee Stewart and approved by the Board.

Trustee Stewart made a motion to approve the refund of contributions for Madison Davis. Seconded by Vice Chairman Adkins and approved by the Board.

INVESTMENT REPORTS: *Southeastern Advisory Services – 4th Quarter Performance Report:* Mr. Swanson reviewed the 2024 4th Quarter Performance Report with the Board. Five quarters with the repositioned portfolio and the assets have responded very well to the repositioning. The legacy portfolio had much more in cash and only 7% in U.S. Equity and all value in style, the part of the market that was not performing and a lot of allocation in international and emerging markets and has been tremendously reduced and U.S. equity has increased. The Fund earned over 11% for the FY, due to increasing the equity participation to US Equity. The US Equity market was up 25% over the last year. He also noted that they did an internal analysis and determined that the legacy portfolio would have earned a return in the 4%-5% range if no changes were made.

It was also noted that over the last year the Fund ranked 32nd out of 408 pension systems, which is a very good return when compared to pension systems across the country. Also relative to the passive indexes, the Fund earned 11% with the benchmark at 9%, which is due to good manager selection. Additionally, the Fund was able to achieve this performance without taking significant risk and did not add risk to achieve the performance, and actually reduced risk.

Blong thanked Jeff for the work his team has done.

January FLASH Report: The Board reviewed the January FLASH report and noted the Fund's YTD rate of return on investments through January 31, 2025 was 2.8% net of fees.

Discussion and Action on Fund Rebalancing: Mr. Swanson recommended that the pending deposit of Funds from the City of Midland be invested through two or more tranches over the next two quarters.

Trustee Weakland questioned how long it would be before the next tranche is addressed. Mr. Swanson indicated that he would like to move forward with monthly Investment Committee meetings to evaluate putting the rest of the funds to work over the course of the year. Trustee Weakland also questioned where the money would be sitting while it waits to be invested. Mr. Swanson noted that the money would be in the Frost Bank R&D account earning approximately 4% interest and that by taking the approach of investing the funds in tranches, the fund reduces the risk of bad timing.

Trustee Blong requested Mr. Swanson send a copy of the rebalancing recommendations document to the full Board.

Trustee Clark made a motion to rebalance the portfolio with $27,000,000 of the $54,000,000 deposit from the City of Midland, with an increase by $5,000,000 to the investment into Waycross Core Equity, increase by $5,000,000 the investment into Vanguard 500 Index Fund, initiate $5,000,000 into SIT Small Cap Dividend Growth investment, increase by $2,000,000 the investment into NBW Capital and increase by $10,000,000 the investment into Radcliffe Ultra Short Duration. Seconded by Trustee Blong and approved by the Board.

The Board noted that the remaining $27,000,000 of the deposit would remain in the Frost Bank R&D account to be invested in another tranche over the next quarter.

Mr. Swanson left the meeting at 10:13 a.m.

CERTIFY PLAN DOCUMENT UPDATE ELECTION RESULTS: Chairman Graham noted that the voting period ended on February 9, 2025, with the Option 1 ballot passing with 88% of the vote. 170 members voted in favor of Option 1 and 24 members voted in favor of keeping the Present Plan.

Trustee Blong thanked the Board for all the work that has been done. Trustee Weakland agreed with Trustee Blong's remarks.

Vice Chairman Adkins made a motion to ratify the Plan Document Update election Results. Seconded by Trustee Stewart. The Board discussed at length when the changes would be implemented.

The Board questioned Mr. Fenlaw about whether there would be an effect on the Plan if the implementation date was April 1, 2025 or March 1, 2025. Mr. Fenlaw noted that the effect on the Plan would be de minimis. The Board expressed concern about wanting to ensure that the administrative piece of implementing the changes is addressed and want to make sure that everything is updated accurately and tested appropriately.

Trustee Blong invited Mr. Toulet to address the Board regarding any possible legal issue with a March 1, 2025 versus an April 1, 2025 implementation date.

Nicholas Toulet joined the meeting at 10:47 a.m.

Attorney Toulet noted that there is no legal issue with changing the date to April 1, 2025 if Mr. Fenlaw agrees that the effect would be de minimis by changing the date.

Vice Chairman Adkins made a revised motion to ratify the Plan Document update election results with an implementation date of April 1, 2025. Seconded by Trustee Stewart and approved by the Board.

Discussion and Action on Plan Document Election Results: There was no discussion or action taken.

CITY OF MIDLAND UPDATE: *Discuss City of Midland Update and Take Action if Necessary:* Trustee Blong noted that City Council would be voting at 4:15 p.m. on the Memorandum of Understanding and would be making the deposit of the lump sum payment after. She thanked everyone for their work and she is thankful that we are here.

Trustee Clark expressed his thanks to the City of Midland.

Mr. Williams thanked the Pension Board, Mayor Blong and City Council members for their hard work. Also thanked the past Pension Boards as well as the present Board. – thanks to the Fire Pension Board. Mayor and Council members and the hard work that was put into it. He also thanked Chairman Graham and his wife, for taking every call and he is looking forward to the afternoon.

Review and Discuss Memorandum of Understanding (MOU) as presented to City of Midland and Take Action if Necessary: The Board reviewed the latest draft of the MOU and discussed making amendments.

Trustee Blong made a motion to amend the MOU with amendments of requiring 100% participation of the Board in any vote that is requiring a unanimous vote and for Page 5, Section 3E to reflect a closed 30-year amortization period with language to be provided by the Board actuary to the City Attorney. Seconded by Trustee Adkins.

Trustee Blong amended her motion to include a closed 30-year amortization period in Section 3A as well. Approved by the Board.

Trustee Stewart made a motion to approve the MOU as amended. Seconded by Vice Chairman Adkins and approved by the Board.

OLD BUSINESS (CONTINUED): *Discuss RFQs for Lobbyist and take action if necessary:* There is no update.

NEW BUSINESS: *Discuss FRSP Update to PRB and Take Action If Necessary:* Chairman Graham noted that there will be an update due to the PRB on March 1, 2025 and noted that he will draft and send a letter by the March 1, 2025 deadline.

Trustee Blong left the meeting at 11:21 a.m.

Review Lauterbach & Amen Engagement Letter and Take Action If Necessary: The Board reviewed the one-year Lauterbach & Amen engagement letter. Trustee Weakland made a motion to approve the one-year engagement letter in the amount of $112,800 for Administrator Services. Seconded by Trustee Adkins and approve by the Board.

Review Klausner Kaufman Jensen & Levinson Engagement Letter and Take Action If Necessary: The Board reviewed the Klausner Kaufman, Jensen & Levinson engagement letter. Trustee Graham made a motion to approve the engagement letter as presented. Seconded by Trustee Weakland and approved by the Board.

Review Weaver Engagement Letter for 2024 Annual Audit and Take Action If Necessary: The Board reviewed the Weaver engagement letter for the 2024 annual Audit. Trustee Weakland made a motion to approve the Weaver engagement letter in the amount of $22,500 for the 2024 annual Audit. Seconded by Trustee Adkins and approved by the Board.

Discuss TEXPERS Certification of Delegate Form and Take Action If Necessary: The Board discussed the TEXPERS Certification of Delegate form. Trustee Weakland made a motion to appoint Justin Graham and Eric Stewart as delegates and Landy Adkins as an alternate delegate. Seconded by Trustee Stewart and approved by the Board.

Discuss Office Equipment in Pension Office and Take Action If Necessary: Chairman Graham noted that he has received interest from some people in purchasing some of the pension office equipment that is not being used any longer. Trustee Weakland made a motion to create a committee consisting of Justin Graham and Eric Stewart to make decisions regarding depreciated assets and to use their judgement regarding what assets to dispose of. Seconded by Trustee Adkins and approved by the Board.

ADMINISTRATORS REPORT: *Review and Approve Financial Report from Lauterbach & Amen, LLP:* Mr. Weber reviewed the December monthly compilation report. All questions were answered by Mr. Weber. Trustee Weakland made a motion to accept the November monthly compilation report, as prepared by L&A. Seconded by Trustee Adkins and approved by the Board.

COMMITTEE REPORTS: *Discussion and Action on Committee Reports:* Chairman Graham noted that there have not been any committee meetings but indicated that the Building Committee and Policy Committee are priorities.

TRUSTEE REPORTS: *Discussion and Action on Trustee Reports:* Trustee Stewart thanked everyone for the work to get the Board where they are now and also thanked City Council for being involved and supportive, for City management working the Board continuously, the negotiations committee, the Citizens of Midland and the almost 200 firefighters who voted overwhelmingly to reduce their benefits.

Trustee Weakland agreed with Trustee Stewart and acknowledged the sacrifice made by the firefighters and the leadership on the Board for them.
Justin agrees.

Trustee Clark expressed his appreciation for the work and the sacrifice by the firefighters and is happy to be here.

PUBLIC COMMENT – Receive public comments where individuals may address the Board of Trustees on MFRRF issues. Any deliberation of or decision by the Board of Trustees regarding an item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. There is

a five-minute limit on public presentation per item: Jesse Martinez with the Professional Firefighters' Association of Midland thanked the Board for their due diligence throughout this process.

ADJOURNMENT: Trustee Stewart made a motion adjourn the meeting at 11:43 a.m. Seconded by Chairman Graham and approved by the Board.

The next regular meeting is scheduled for March 13, 2025 at 1:00 p.m.

Signed copy on file

_____
Justin Graham, Chairman

Signed copy on file

_____
Eric Stewart, Secretary

Minutes prepared by Elizabeth Adelmann, Plan Administrator, Lauterbach & Amen, LLP

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
February 13, 2025

The City Council convened in **Special** Session in the City Hall Council Chamber, Midland, Texas, at 4:15 PM, Thursday, February 13, 2025.

Council Members present:	John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz, City Governance Officer/City Secretary Marcia Bentley• German, Managing Director of Public Safety Charles Blumenauer, Director of Finance Christy Weakland, Chief of Staff Taylor Novak, Interim Fire Chief Michael Tully, Strategic Communications Officer Stewart Doreen, Chief Information Officer Gorgees Eskander

The meeting was called to order at 4:16 p.m.

SPECIAL SESSION

1. Consider and take action on a resolution authorizing the execution of an administration and funding agreement with the Midland Firemen's Relief and Retirement Fund; and authorizing payment for said agreement.

City Manager Tommy Gonzalez provided an update regarding the Midland Firemen's Retirement and Relief Fund (MFRRF) issue and results. Mr. Gonzalez reported that if the City had waited until February 25th, 2025, the City would not have saved $111,000. He also thanked Deputy City Manager Morris Williams Jr. and the team for their help getting this done.

Mayor Blong reported that the Actuarially Determined Contribution Rate (ADC) prevents this issue from ever happening again.

City Manager Tommy Gonzalez reported that through sound governance, reports will be provided to Council regularly.

Council Member Amy Stretcher Burkes provided remarks and offered thanks to everyone involved with this process.

Council Member Burkholder provided remarks and thanks.

City Manager Tommy Gonzalez praised Finance Director Christy Weakland and thanked Chief of Staff Taylor Novak and Strategic Communications Officer Stewart Doreen for their assistance.

City Attorney John Ohnemiller thanked SR Assistant City Attorney Nicholas Toulet• Crump for all his help.

Council Member Ladd thanked MFRRF Board Chairman Justin Graham for his hard work on this project.

Mayor Blong reported that thanks to the Firefighters, we are celebrating something they gave up and that they should be acknowledged for this.

Robin Poole moved to approve; seconded by John Burkholder.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

All the business at hand having been completed, the meeting adjourned at 4:26 p.m.

PASSED AND APPROVED February 25, 2025.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley•German
City Governance Officer/City Secretary

City Council Meeting

Item Number: 6

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING TWO CONTRACTS FOR ON-CALL TEMPORARY TRAFFIC CONTROL SERVICES FOR THE ENGINEERING SERVICES DEPARTMENT TO WEST TEXAS BARRICADES, LLC, DOING BUSINESS AS BARRICADES UNLIMITED, AND FC TRAFFIC CONTROL, INC.; EACH CONTRACT BEING FOR A TERM THAT SHALL END ON SEPTEMBER 30, 2025, WITH AN OPTION FOR THE CITY TO RENEW THE CONTRACT FOR UP TO FOUR ONE-YEAR TERMS; THE TOTAL COST OF EACH CONTRACT NOT TO EXCEED $150,000.00 PER TERM; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding a contracts for the On-Call Temporary Traffic Control Services to two vendors, Barricades Unlimited and FC Traffic Control, Inc. on an as needed basis.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund operating budget.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for On-Call

Temporary Traffic Control Services. Bid requests for On-Call Temporary Traffic Control Services were sent to twenty-two (22) vendors. We received two (2) bids. Staff recommends awarding the contract to FC Traffic Control, Inc and Barricades Unlimited. Please see the attached memo from Taha Sakrani, City Traffic Engineer, for more information.

Therefore, please consider approval of a resolution awarding a contract for the On-Call Temporary Traffic Control Services to two vendors, Barricades Unlimited and FC Traffic Control, Inc. on an as needed basis to not exceed $150,000.00 per vendor per year.

Morris William Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez; City of Midland, Assistant General Services Director

FROM: Taha Sakrani, P.E.; City of Midland, City Traffic Engineer

SUBJECT: 25004262 – On-Call Temporary Traffic Control

DATE: April 17, 2025

The Traffic Operations Division is requesting approval to award the On-Call Temporary Traffic Control Services contract to two vendors—Barricades Unlimited and FC Traffic Control—who both responded to the recent Request for Proposals (RFP). After a thorough evaluation of the submissions, staff recommends awarding contracts to both firms to ensure adequate coverage and flexibility in addressing the City's growing traffic control needs.

This contract will support various traffic control services necessary for maintenance, construction, and special events across Midland. The ability to utilize two vendors will provide greater capacity, improve response times, and allow the City to better manage fluctuating demands and emergencies.

As the City continues to advance its Vision Zero initiative and prioritize safety for all road users, having reliable and scalable temporary traffic control resources is essential. These contracts will help ensure safe and efficient traffic operations while staff also evaluates long-term strategies to enhance in-house capabilities.
Thank you,

Taha Sakrani

Taha Sakrani, P.E.
City Traffic Engineer

RESOLUTION NO. _____

RESOLUTION AWARDING TWO CONTRACTS FOR ON-CALL TEMPORARY TRAFFIC CONTROL SERVICES FOR THE ENGINEERING SERVICES DEPARTMENT TO WEST TEXAS BARRICADES, LLC, DOING BUSINESS AS BARRICADES UNLIMITED, AND FC TRAFFIC CONTROL, INC.; EACH CONTRACT BEING FOR A TERM THAT SHALL END ON SEPTEMBER 30, 2025, WITH AN OPTION FOR THE CITY TO RENEW THE CONTRACT FOR UP TO FOUR ONE-YEAR TERMS; THE TOTAL COST OF EACH CONTRACT NOT TO EXCEED $150,000.00 PER TERM; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager advertised for competitive proposals for on-call temporary traffic control services (the "Services") for the Engineering Services Department; and

WHEREAS, Proposal No. 25004262 was opened on April 9, 2025, with the only two proposals that the City received having been submitted by West Texas Barricades, LLC, doing business as Barricades Unlimited, and FC Traffic Control, Inc. (each being a "Contractor"); and

WHEREAS, each Contractor's proposal, which established unit prices, is reflected in the tabulation attached hereto as Exhibit A and incorporated herein for all purposes, and the summary of the City's evaluation of the proposals is attached hereto as Exhibit B and incorporated herein for all purposes; and

WHEREAS, the City Council finds that the Contractors will provide the Services at the best value for the City; and

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

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with each Contractor for the Services, each said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That each contract described in Section One hereof shall be for a term that shall end on September 30, 2025, with an option for the City to renew the contract for up to four additional one-year terms, and the total cost to the City for each contract shall not exceed $150,000.00 per term.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay each Contractor pursuant to the terms of the applicable contract from funds available in the General Fund operating budget upon receipt of proper invoices or statements approved by the City Manager.

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

_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

25004262 On Call Temporary Traffic Controls
Bid Opening: April 9, 2025

					FC Traffic Control		Barricades Unlimited	
				Total Cost	$88,500.00		$84,350.00	
#	Items	Quantity Required	Unit		Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Local street traffic control, full closure (including detour signing if requested)	60	Per Week		$750.00	$45,000.00	$800.00	$48,000.00
#0-2	Multi-lane street traffic control, closure of ONE lane only	30	Per Week		$800.00	$24,000.00	$750.00	$22,500.00
#0-3	Multi-lane street traffic control, closure of TWO OR MORE lanes (Full closure paid with this item at one unit per each direction of travel.)	5	Per Week		$1,600.00	$8,000.00	$1,550.00	$7,750.00
#0-4	Portable variable message board (with setup and programming)	10	Per Week		$500.00	$5,000.00	$350.00	$3,500.00
#0-5	Water barrier, single unit (6 ft min. length, 32 inch min. height, including placement)	150	Per Week		$10.00	$1,500.00	$10.00	$1,500.00
#0-6	Emergency call-out surcharge (less than 3 business days notice)	5	Per Event		$1,000.00	$5,000.00	$220.00	$1,100.00

Bid Summary

22 Bid Requests were issued
2 Bids are listed above
0 NO BIDS were received
20 Bidders did not respond

25004262 - 25004262 On Call Temporary Traffic Control
Scoring Summary

Active Submissions

	Total	Manpower/ Staffing Process	Price	References	Quality and Program Management Plan
Supplier	/ 100 pts	/ 25 pts	/ 35 pts	/ 20 pts	/ 20 pts
Barricades Unlimited	90	22.5	32.5	17.5	17.5
FC Traffic Control	85	22.5	27.5	15	20

25004262 On Call Temporary Traffic Controls Bid Opening: April 9, 2025							
					FC Traffic Control	Barricades Unlimited	
				Total Cost	$88,500.00	$84,350.00	
#	Items	Quantity Required	Unit	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Local street traffic control, full closure (including detour signing if requested)	60	Per Week	$750.00	$45,000.00	$800.00	$48,000.00
#0-2	Multi-lane street traffic control, closure of ONE lane only	30	Per Week	$800.00	$24,000.00	$750.00	$22,500.00
#0-3	Multi-lane street traffic control, closure of TWO OR MORE lanes (Full closure paid with this item at one unit per each direction of travel.)	5	Per Week	$1,600.00	$8,000.00	$1,550.00	$7,750.00
#0-4	Portable variable message board (with setup and programming)	10	Per Week	$500.00	$5,000.00	$350.00	$3,500.00
#0-5	Water barrier, single unit (6 ft min. length, 32 inch min. height, including placement)	150	Per Week	$10.00	$1,500.00	$10.00	$1,500.00
#0-6	Emergency call-out surcharge (less than 3 business days notice)	5	Per Event	$1,000.00	$5,000.00	$220.00	$1,100.00

Bid Summary

22 Bid Requests were issued
2 Bids are listed above
0 NO BIDS were received
20 Bidders did not respond

25004262 - 25004262 On Call Temporary Traffic Control
Scoring Summary

Active Submissions

	Total	Manpower/ Staffing Process	Price	References	Quality and Program Management Plan
Supplier	/ 100 pts	/ 25 pts	/ 35 pts	/ 20 pts	/ 20 pts
Barricades Unlimited	90	22.5	32.5	17.5	17.5
FC Traffic Control	85	22.5	27.5	15	20

CITY OF MIDLAND
SERVICE CONTRACT
#25004262-01

THIS CONTRACT, effective this 28th day of May 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and West Texas Barricades, LLC dba Barricades Unlimited, hereinafter referred to as the "COMPANY".

Projected Annual Cost Not to Exceed: $150,000.00

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 WHATSOEVERINCLUDING 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 from the date of award until September 30, 2025, 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.

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.	West Texas Barricades, LLC dba Barricades Unlimited
	2002 Clovis Road
	Lubbock, Texas 79415

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 DECLARATORYJUDGMENTS 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, Interim 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 West Texas Barricades, LLC dba Barricades Unlimited, 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 _____

Request for Proposals

RFP 25004262

for

On-Call Temporary Traffic Controls (TTC)

Proposals for this requirement will be accepted until 2:00 P.M. on April 9, 2025

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 330
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 330 Midland, TX 79701)

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/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

2. 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.

3. **PUBLIC INFORMATION.** TO THE EXTENT THAT PROPOSER IS SUBMITTING A PROPOSAL FOR A CONTRACT DESCRIBED BY SECTION 552.371 OF THE TEXAS GOVERNMENT CODE, PROPOSER 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 PROPOSAL, 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.

SCHEDULE OF EVENTS

RFP 25004262

For

On- Call Temporary Traffic Controls (TTC)

Event	Date*
RFP Released	March 26, 2025
Cutoff Date for inquiries and clarification	April 4, 2025
Proposal Due Date	April 9, 2025
Intended Date for Contract Award	April 22, 2025

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.

2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.

3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.

4. Late proposals will not be accepted under any circumstances.

5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN ___-___-____.

6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.

7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.

2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.

3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.

4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.

5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.

7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.

8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.

9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.

10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (hereinafter referred to as the "the City") is pleased to invite you to submit a proposal for On-Call Temporary Traffic Controls as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. NOTICE TO BIDDERS

In order to be determined eligible for award of this contract, the responsible bidder shall have specific experience and expertise in the field of temporary traffic control (i.e., be a qualified "barricade company"), and shall have a demonstrated history of successfully providing temporary traffic control on arterial streets and state highways in and around the Midland area. No specific documentation is required at the time of bidding, but the City reserves the right to request additional information prior to contract award if needed to fully assess the qualifications of the bidder.

Bids will be received on a unit price basis and the contract shall be awarded for an amount not to exceed $150,000. Bidders are advised that quantities of individual items may be adjusted as needed to meet the needs of the City, subject to all applicable procurement rules and regulations.

The initial term of the contact shall be from the date of award until September 30, 2025. If the City and Contractor agrees in writing, the contract may be renewed for up to four (4) additional one (1) year terms.

1.3. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.4. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

1.5. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.6. 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.

1.7. TRADE SECRETS

1.7.1. **All information received in response to this RFP will be available to the public except for:**

1.7.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.7.1.2. matters involving individual safety as determined by the department.

1.7.2. **In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.**

1.7.2.1. The proposal may not contain trade secret matter in the cost or price.

1.7.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

1.7.3. **Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.**

1.8. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.9. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.9.1. **Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.**

1.10. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to or through Bonfire:

The City of Midland Office of the Purchasing Agent
PO BOX 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.12. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.13. OFFER PRICING

Offerors must respond to this RFP by utilizing the Proposal Sheet. The Proposal Sheet will be used as the primary representation of each offeror's cost and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.14. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. **Number of copies and Location:**

1.15.1.1. Offerors must submit proposal via Bonfire or one (1) original, hard copy to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.15.2. **Each Offeror who submits a proposal represents that:**

1.15.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.15.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.15.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.15.3. **The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.**

1.15.4. **A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission,** or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.16. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

A) waive any formality;

b) cancel or terminate this RFP;

c) reject any or all proposals received in response to this document;

d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.17. BONDING REQUIREMENTS

Intentionally Omitted

1.18. OFFEROR INTERVIEW

1.18.1. **After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation in Midland, Texas to clarify their response or to further define their offer. Oral presentations, if requested, shall be at the offeror's expense.**

1.19. SUBCONTRACTING

1.19.1. **The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.**

1.19.2. **The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.**

1.20. INSURANCE REQUIREMENTS

See Contract or Agreement

1.21. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.22. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. **Contract Execution**

1.23.1.1. The City will execute an agreement with up to two (2) successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.23.2. **Terms and Conditions**

1.23.2.1. Contract that will be executed by the successful offeror and the City is found in

Appendix A.

1.23.3. **Exceptions to Contract Terms & Conditions**

1.23.3.1. Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost.

1.23.4. **The initial contract(s) term shall be from the date of award until September 30, 2025. CITY shall have the right to renew the term of the agreement for four (4) additional one (1) year periods.**

1.23.5. **Contract Extension** The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.23.6. **Escalation**

1.23.6.1. Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR 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 PROPOSAL, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS PROPOSAL. OFFEREOR SPECIFICALLY AGREES THAT IF OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS PROPOSAL, 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, OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.

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

2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE

PROPOSAL OR EXECUTION OF THE CONTRACT.

2.4. WAIVER:

2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR 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:

2.5.1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**

2.5.2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**

2.5.3. **ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**

2.5.4. **AWARD OF THE CONTRACT.**

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

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

The selected Contractor shall provide Temporary Traffic Control (TTC) services on roadways at various locations in and around the City of Midland on an as-needed basis, as requested by the City of Midland Engineering Services or Utilities departments. Work for other City departments may also be required but will be coordinated through one of these departments. The primary intent of this contract is to provide TTC in support of utility and pavement work in the right-of way for both new construction and maintenance projects.

Once a traffic control task is scheduled and a Traffic Control Plan has been approved by the Traffic Operations Division, the Contractor may be directed to coordinate day-to-day activities with either City staff or a third-party contractor performing work on behalf of the City. In all cases, the Contractor shall invoice the City directly for all tasks completed under this contract.

The City's intent is that traffic control tasks will be planned in advance and the Contractor will be provided with a request for traffic control at least three (3) business days in advance of the proposed setup time. The City also reserves the right to make emergency requests if necessary and expects the Contractor to respond if adequate resources are available. In the event that,

emergency traffic control is requested with less than three (3) business days' notice, the Contractor shall be entitled to payment of the emergency callout surcharge as per the unit prices in the Proposal, in addition to the standard pay items for the actual work performed.

3.1. GENERAL REQUIREMENTS

All work under this contract shall conform to the following requirements:

3.1.1. All temporary traffic control shall be in general conformance with the traffic standard drawings of the Texas Department of Transportation and the Texas Manual on Uniform Traffic Control Devices (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.

3.1.2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.

3.1.3. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, at least two business days in advance of any work in the right-of way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor, except in an emergency.

3.1.4. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.

3.1.5. All traffic control devices shall be marked with the contractor's name, logo, initials, or other identifying information so that City staff can easily determine ownership. The markings shall be clearly legible at a distance of at least 30 ft.

3.1.6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:

3.1.6.1. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.

3.1.6.2. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and

3.1.6.3. 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

3.1.7. The Contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.

3.1.7.1. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.

3.1.7.2. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.

3.1.7.3. Maintenance shall include:

3.1.7.3.1. Verifying and correcting the location and orientation of all signs, barricades, and other devices;

3.1.7.3.2. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and

3.1.7.3.3. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

3.1.8. Arrow boards shall be required for lane closures under the following conditions:

3.1.8.1. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting

more than one (1) hour;

3.1.8.2. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;

3.1.8.3. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

3.1.8.4. At other times as shown on the approved TCP, or as otherwise directed by the City.

4. SUPPLEMENTAL REQUIREMENTS PLACE UPON CONTRACTOR

The Contractor agrees to abide by the specified supplemental requirements outlined herein as part of any contract (award) extended subsequent to this bid.

4.1. WORKMANSHIP

4.1.1. The Contractor agrees to complete said work in a timely manner.

4.2. LEGAL COMPLIANCE

4.2.1. The Contractor shall comply with all federal, state, county and City of Midland ordinances, statutes, rules and regulations governing all aspects of the work.

5. VENDOR QUALIFICATIONS

5.1 INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

5.2 RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that the offeror is properly qualified to carry out the obligations of the contract.

5.3 VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

5.3.1 References

5.3.1.1 Offeror shall provide a minimum of (3) references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to fulfil the conditions of the contract. Negative references may be grounds for proposal disqualification.

5.4.1 Vendor Stability

5.4.1.1 Offerors shall specify how long the company submitting the proposal has been in business doing temporary traffic controls.

6. EVALUATION PROCESS

6.1 EVALUATION PROCEDURE

6.1.1 Committee Actions

6.1.2 The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

6.1.3 The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek the best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

6.1.4 Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award.

6.2 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

6.2.4 This Contract will be awarded 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 will consider the following criteria:

6.2.5 Manpower/ Staffing Process- Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for staff that are qualified to fulfill and abide by specifications and who have shown experience in temporary traffic controls **(25%)**

6.2.6 **Price-** Price will be evaluated for fairness and reasonable costs **(35%)**

6.2.7 **References-** Vendors shall submit (3) business references, preferably from current customers **(20%).**

6.2.8 **Quality and Program Management Plan-** Vendor must provide approach to performance and quality assurance of services **(20%)**

7. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

7.1. THE BID REQUEST

7.2. THE RFP RESPONSE

7.3. PROPOSAL

7.4. REQUESTED ATTACHMENTS

7.4.1. **References**

7.4.2. **Resumes**

8. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

CITY OF MIDLAND
SERVICE CONTRACT
#25004262

THIS CONTRACT, effective this ____ day of _____ 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "COMPANY".

Projected Annual Cost Not to Exceed: $150,000.00

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 from the date of award until September 30, 2025, 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.

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.	_____
	_____
	_____

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

_____
John Ohnemiller, 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 _____, 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
Be the Energy!

A Message for Our Vendors

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

Vision Statement

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

Mission Statement

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

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

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

Core Values

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

Vendor & Contractor Communication

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

Strategic Plan

1. **Strong Economy with More Quality Jobs**
   - 1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
   - 1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
   - 1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
   - 1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
   - 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
   - 1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
   - 1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
   - 1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
   - 1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.
2. **Set the Standard for a safe and secure City**
   - 2.1 Enhance public safety programs.
   - 2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
   - 2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
   - 2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
   - 2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
   - 2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.
3. **Quality of Life and Place**
   - 3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
   - 3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
   - 3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
   - 3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
   - 3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
   - 3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.
4. **Transparent and Consistent Communication**
   - 4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
   - 4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
   - 4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
   - 4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
   - 4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.
5. **Provide Sound Governance and Fiscal Management**
   - 5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
   - 5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
   - 5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
   - 5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
   - 5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
   - 5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
   - 5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
   - 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
   - 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

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

6. Strengthen and Sustain Our Infrastructure

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

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

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

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

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

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

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

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: West Texas Barricades LLC dba Barricades Unlimited

SIGNATURE (INK): K. Dan Crews

NAME: (TYPED/PRINTED) David Crews

TITLE: President

STREET: 2002 Clovis Rd

CITY/STATE/ZIP: Lubbock, TX 79415

TELEPHONE: 806-744-1520 FAX: 806-744-7148

E-MAIL ADDRESS: dcrews@barricadesunlimited.com

_____
Vendor Name

SPECIFICATIONS
25004262
ON-CALL TEMPORARY TRAFFIC CONTROLS

Temporary Traffic Control Services

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Local street traffic control, full closure (including detour signing if requested)	60	Per Week	$ ___800.00_	$ __48,000.00___
	_____ dollars and _____ cents per week.				
2	Multi-lane street traffic control, closure of ONE lane only	30	Per Week	$ __750.00___	$ __22,500.00___
	_____ dollars and _____ cents per week.				
3	Multi-lane street traffic control, closure of TWO OR MORE lanes (Full closure paid with this item at one unit per each direction of travel.)	5	Per Week	$ _1550.00___	$ ___7,750.00____
	_____ dollars and _____ cents per week.				
4	Portable variable message board (with setup and programming)	10	Per Week	$ _350.00___	$ ___3,500.00____
	_____ dollars and _____ cents per week.				
5	Water barrier, single unit (6 ft min. length, 32-inch min. height, including placement)	150	Per Week	$ ___10.00___	$ ____1,500.00___
	_____ dollars and _____ cents per week.				
6	Emergency call-out surcharge (less than 3 business days' notice)	5	Per Event	$ __220.00___	$ ____1,100.00____
	_____ dollars and _____ cents per event.				
	Total Bid Amount			$_____84,350.00_____	

__Eighty-Four Thousand, Three Hundred and Fifty____ dollars and
_____No_____ cents total.

Bid Item Notes

1. All equipment, materials, and procedures for all items shall be per the Texas Department of Transportation publication Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2014), and the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) unless otherwise noted or approved by the City.

2. All pay items shall include all equipment, labor. Materials, setup, routine maintenance, teardown, and incidentals. Preparation and submission of a Traffic Control Plan, if required, shall be incidental to the other pay items. "Typical" Traffic Control Plans are acceptable if appropriate for the conditions.

3. In the event of a traffic switch or substantial change in the device setup, the payment period for the first pay item shall terminate and a new payment period shall start for the new item. There shall be no separate payment for setup and teardown related traffic switches, since these costs are incidental to the established rates.

INSTRUCTIONS TO BIDDERS

1. **VENDOR CONTACT:**

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

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

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

2. **AWARD**

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

3. **BID WAIVERS:**

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

RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

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

B. <u>BIDDER'S WAIVER</u>:

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

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

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

C. <u>NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES</u>:

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall

include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

Company Name		Date
Authorized Signature		Phone
Print Above Name		Fax

Date: 3/20/2025

MIDLAND
Purchasing Division

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

BID NO: 25004262

CLOSING DATE: **April 9, 2025**

CLOSING TIME: **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **4/9/2025** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various locations throughout the Midland city limits**

DESCRIPTION
Temporary Traffic Control (TTC) in accordance with the attached specifications, proposal and service agreement.

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 THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
3. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
4. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
5. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
6. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

COMPANY NAME: Barricades Unlimited
ADDRESS: 2002 Clovis Road
CITY: Lubbock STATE: Texas ZIP 79415
PHONE NO: 806-744-1520 EMAIL: ericm@barricadesunlimited.com
DELIVERY CAN BE MADE: Yes
AUTHORIZED SIGNATURE:

BARRICADES UNLIMITED

THE LARGEST TRAFFIC CONTROL PROVIDER IN TEXAS

At Barricades Unlimited, safety has been our business for over 30 years. As the recipient of the 2020 Bluebonnet Safety Award from AGC Texas, we guarantee we are on time, every time with the highest standards for ourselves and our equipment.

OUR SERVICES

SIGN PRODUCTION • TRAFFIC CONTROL • EQUIPMENT SALES AND RENTAL

SMALL SIGN AND GUARDRAIL INSTALLATION



OFFICE LOCATIONS

LUBBOCK
(806) 744-1520

SAN ANGELO
(806) 731-2908

AMARILLO
(806) 335-9315

MIDLAND
(432) 684-0085

SAN ANTONIO
(210) 942-3110

DALLAS/FT. WORTH
(940) 382-0050

BEAUMONT
(409) 842-5010

GET A QUOTE! WWW.BARRICADESUNLIMITED.COM

ATSSA SAFER ROADS SAVE LIVES

Texas Department of Transportation

FOLLOW US!

@BARRICADESUNLIMITEDTX @BARRICADES_UNLIMITED @BARRICADES-UNLIMITED

BARRICADES UNLIMITED

TRAFFIC CONTROL • GUARDRAIL
EQUIPMENT SALES & RENTAL

Barricades Unlimited Operational Leadership Profile

David Perkins

Title: Central Texas Area Manager

David brings over 40 years of experience in traffic control, having begun his career in high school with seal coating projects. He spent 30 years at TXDOT, where he progressed from the striping division to project management. David has expertise in managing large-scale projects, including the Marsh Sharp Freeway, and overseeing traffic control, closures, detours, and budgets. After retiring from TXDOT, he held roles in engineering firms before joining Barricades Unlimited, where he has advanced from Crew Chief to Area Manager.

Johnny Bursiaga

Title: West Texas Area Manager

Johnny has over 40 years in traffic control, starting as a flagger in high school. He served with TXDOT for 30 years, where he held positions from Tech to Special Jobs Supervisor. He has extensive experience with maintenance projects, TCP plans, and contractor oversight. Johnny has been with Barricades Unlimited in various roles, now serving as West Texas Area Manager.

Jonathan Garcia

Title: San Antonio Regional Manager

With 5 years of experience in traffic control, Jonathan joined Barricades Unlimited in 2019 as a Tech I and has since progressed to Regional Manager. He holds TCT and TCS certifications and is skilled in breaking down plans, estimating jobs, scheduling, and building customer relationships.

David Franklin

Title: Beaumont Supervisor

David started in traffic control in 1994 with Crabtree Barricades, joining Barricades Unlimited when they acquired Crabtree in 2021. His longstanding experience brings deep knowledge of traffic control protocols and practices.

BARRICADES UNLIMITED

TRAFFIC CONTROL • GUARDRAIL
EQUIPMENT SALES & RENTAL

Eduardo Trejo

Title: Denton Regional Manager

Eduardo has 12 years in traffic control, starting in Dallas and advancing through various roles, including lead, foreman, and night superintendent. He joined Barricades Unlimited in 2019, bringing experience in managing both small and large crews and overseeing regional traffic control operations.

Israel Martinez

Title: Lubbock Regional Manager

Since joining Barricades Unlimited in 2014, Israel has gained all his traffic control experience here, progressing from Tech I to Regional Manager. He excels in job estimation, project scheduling, and customer service.

Eddie Martinez

Title: Midland Regional Manager

With 9 years in traffic control, Eddie has advanced from Tech I to Regional Manager at Barricades Unlimited. His experience includes field supervision and crew leadership, and he is adept in project management and estimating.

Chris Mejia

Title: Amarillo Regional Manager

Chris joined Barricades Unlimited in 2016 with prior experience as a traffic control technician in Fort Worth and Dallas. Starting as a Crew Chief, he is now Regional Manager, responsible for job quoting, scheduling, and securing new customer opportunities.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1290747

Date Filed:
04/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Barricades Unlimited
Lubbock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Midland

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25004262
On Call Temporary Traffic Controls

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is K David Crews, and my date of birth is 7/14/1976.

My address is 2002 Clovis Rd (street), Lubbock (city), TX (state), 79415 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lubbock County, State of Texas, on the 3rd day of April (month), 2025 (year).

K. David Crews

Signature of authorized agent of contracting business entity
(Declarant)

BARRICADES UNLIMITED

TRAFFIC CONTROL • GUARDRAIL
EQUIPMENT SALES & RENTAL

Traffic Control Customer References

1. Mike Stroope – TXDOT Lubbock District – Director of Maintenance
   806-748-4432
   Project: RMC 643230001
   Location: Lubbock County
   Description: On call traffic control services.
   Duration: April 2023 to present.

2. Ron Johnston – J. Lee Milligan – Highway Project Manager
   806-373-4386
   Project: 01.1579.21
   Location: City of Borger 10th St
   Description: Traffic control services for the reconstruction of 10th St Borger, TX.
   Duration: July 2023 to December 2024.

3. Kaygen Edwards – Reece Albert, Inc. – Contract Administrator
   325-653-1241
   Project: 1188-02-118
   Location: SL 250 Midland County
   Description: Traffic control services for state highway improvements.
   Duration: May 2024 to September 2024.

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Numeric Unit Price	Total Cost
Success: All values provided	Bid	#0-1	Local street traffic control, full closure (including detour signing if requested)	60	Per Week	$ 800.00	$ 48,000.00
Success: All values provided	Bid	#0-2	Multi-lane street traffic control, closure of ONE lane only	30	Per Week	$ 750.00	$ 22,500.00
Success: All values provided	Bid	#0-3	Multi-lane street traffic control, closure of TWO OR MORE lanes (Full closure paid with this item at one unit per each direction of travel.)	5	Per Week	$ 1,550.00	$ 7,750.00
Success: All values provided	Bid	#0-4	Portable variable message board (with setup and programming)	10	Per Week	$ 350.00	$ 3,500.00
Success: All values provided	Bid	#0-5	Water barrier, single unit (6 ft min. length, 32 inch min. height, including placement)	150	Per Week	$ 10.00	$ 1,500.00
Success: All values provided	Bid	#0-6	Emergency call-out surcharge (less than 3 business days notice)	5	Per Event	$ 220.00	$ 1,100.00
Basket Total							$ 84,350.00
Grand Total							$ 84,350.00

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

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.**

West Texas Barricades LLC dba Barricades Unlimited

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7 K. Dan

Signature of vendor doing business with the governmental entity

04/01/2025

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.

SOLICITATION NO. 25004262

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

President
Title

David Crews
Name (Print)

West Texas Barricades LLC dba Barricades Unlimi
Company

04/01/2025
Date

NOTE: Bid and Proposal terms are interchangeable.

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

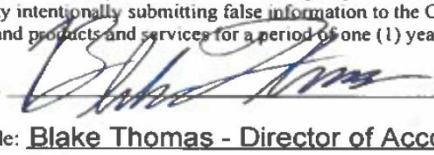
Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: West Texas Barricades LLC dba Barricades Unlimited

Local Address (must be within the City limits): 2902 W Gist, Midland, TX 79701

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? 10
3. Year your business was established in the City of Midland: 2016
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:
   Reseller Permit Number: 32048739927
   Company Name and Address (as it appears on permit):
   West Texas Barricades LLC
   4620 94th St
   Lubbock, TX 79424
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:
   2002 Clovis Rd, Lubbock, TX 79415
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~~ BT

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: 3/28/2025

Printed Name and Title: Blake Thomas - Director of Accounting

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

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

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

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

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

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

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

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

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO BIDDERS

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

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

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

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

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

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

CITY OF MIDLAND
SERVICE CONTRACT
#25004262-02

THIS CONTRACT, effective this 28th day of May 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and FC Traffic Control, Inc, hereinafter referred to as the "COMPANY".

Projected Annual Cost Not to Exceed: $150,000.00

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 from the date of award until September 30, 2025, 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.

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.	FC Traffic Control, Inc
	621 SW 6th Ave
	Amarillo, Texas 79101

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, Interim 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 FC Traffic Control, 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 _____

Date: 3/20/2025

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

BID NO: 25004262

CLOSING DATE: **CLOSING TIME:**

April 9, 2025 **2:00 PM**

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **4/9/2025** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Various locations throughout the Midland city limits**

DESCRIPTION
Temporary Traffic Control (TTC) in accordance with the attached specifications, proposal and service agreement.

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 THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
3. **LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**
4. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.
5. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
6. **PUBLIC INFORMATION:** To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

COMPANY NAME: FC Traffic Control Inc.
ADDRESS: PO Box 15623
CITY: Amarillo STATE: Texas ZIP 79105
PHONE NO: 806.570.5633 EMAIL: estimating@fc-traffic.com
DELIVERY CAN BE MADE: _____
AUTHORIZED SIGNATURE: Luke Huseman Digitally signed by Luke Huseman DN: C=US, E=estimating@fc-traffic.com, O=FC Traffic Control, OU=Sr Estimator, CN=Luke Huseman Reason: I agree to the terms outlined by the placement of my signature on this document Date: 2025-04-09 12:17:55-05'00'

A Message for Our Vendors

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

Vision Statement

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

Mission Statement

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

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

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

Core Values

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

Vendor & Contractor Communication

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

Strategic Plan

1. Strong Economy with More Quality Jobs

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

2. Set the Standard for a safe and secure City

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

3. Quality of Life and Place

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

4. Transparent and Consistent Communication

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

5. Provide Sound Governance and Fiscal Management

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

and other facilities, with a standard of excellence.

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

6. Strengthen and Sustain Our Infrastructure

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

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

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

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

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

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

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

Request for Proposals

RFP 25004262

for

On-Call Temporary Traffic Controls (TTC)

Proposals for this requirement will be accepted until 2:00 P.M. on April 9, 2025

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 330
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 330 Midland, TX 79701)

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/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

2. 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.

3. **PUBLIC INFORMATION.** TO THE EXTENT THAT PROPOSER IS SUBMITTING A PROPOSAL FOR A CONTRACT DESCRIBED BY SECTION 552.371 OF THE TEXAS GOVERNMENT CODE, PROPOSER 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 PROPOSAL, 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.

SCHEDULE OF EVENTS

RFP 25004262

For

On- Call Temporary Traffic Controls (TTC)

Event	Date*
RFP Released…….	March 26, 2025
Cutoff Date for inquiries and clarification……...	April 4, 2025
Proposal Due Date	April 9, 2025
Intended Date for Contract Award.....	April 22, 2025

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.

2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.

3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.

4. Late proposals will not be accepted under any circumstances.

5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-_____.

6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.

7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.

2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.

3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.

4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.

5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.

7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.

8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.

9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.

10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (hereinafter referred to as the "the City") is pleased to invite you to submit a proposal for On-Call Temporary Traffic Controls as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. NOTICE TO BIDDERS

In order to be determined eligible for award of this contract, the responsible bidder shall have specific experience and expertise in the field of temporary traffic control (i.e., be a qualified "barricade company"), and shall have a demonstrated history of successfully providing temporary traffic control on arterial streets and state highways in and around the Midland area. No specific documentation is required at the time of bidding, but the City reserves the right to request additional information prior to contract award if needed to fully assess the qualifications of the bidder.

Bids will be received on a unit price basis and the contract shall be awarded for an amount not to exceed $150,000. Bidders are advised that quantities of individual items may be adjusted as needed to meet the needs of the City, subject to all applicable procurement rules and regulations.

The initial term of the contact shall be from the date of award until September 30, 2025. If the City and Contractor agrees in writing, the contract may be renewed for up to four (4) additional one (1) year terms.

1.3. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.4. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

1.5. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.6. 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.

1.7. TRADE SECRETS

1.7.1. **All information received in response to this RFP will be available to the public except for:**

1.7.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.7.1.2. matters involving individual safety as determined by the department.

1.7.2. **In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.**

1.7.2.1. The proposal may not contain trade secret matter in the cost or price.

1.7.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

1.7.3. **Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.**

1.8. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.9. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.9.1. **Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.**

1.10. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to or through Bonfire:

The City of Midland Office of the Purchasing Agent
PO BOX 1152
Midland, TX 79702

OR

FAX: (432) 685-0523

Email: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.12. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.13. OFFER PRICING

Offerors must respond to this RFP by utilizing the Proposal Sheet. The Proposal Sheet will be used as the primary representation of each offeror's cost and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.14. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. **Number of copies and Location:**

1.15.1.1. Offerors must submit proposal via Bonfire or one (1) original, hard copy to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.15.2. **Each Offeror who submits a proposal represents that:**

1.15.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.15.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.15.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.15.3. **The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.**

1.15.4. **A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission,** or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.16. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

A) waive any formality;

b) cancel or terminate this RFP;

c) reject any or all proposals received in response to this document;

d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.17. BONDING REQUIREMENTS

Intentionally Omitted

1.18. OFFEROR INTERVIEW

1.18.1. **After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation in Midland, Texas to clarify their response or to further define their offer. Oral presentations, if requested, shall be at the offeror's expense.**

1.19. SUBCONTRACTING

1.19.1. **The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.**

1.19.2. **The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.**

1.20. INSURANCE REQUIREMENTS

See Contract or Agreement

1.21. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.22. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. **Contract Execution**

1.23.1.1. The City will execute an agreement with up to two (2) successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.23.2. **Terms and Conditions**

1.23.2.1. Contract that will be executed by the successful offeror and the City is found in

Appendix A.

1.23.3. **Exceptions to Contract Terms & Conditions**

1.23.3.1. Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost.

1.23.4. **The initial contract(s) term shall be from the date of award until September 30, 2025. CITY shall have the right to renew the term of the agreement for four (4) additional one (1) year periods.**

1.23.5. **Contract Extension** The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.23.6. **Escalation**

1.23.6.1. Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR 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 PROPOSAL, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS PROPOSAL. OFFEREOR SPECIFICALLY AGREES THAT IF OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS PROPOSAL, 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, OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.

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

2.3. OFFEROR IS RELYING ON ITS OWN JUDGMENT. OFFEROR HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE

PROPOSAL OR EXECUTION OF THE CONTRACT.

2.4. WAIVER:

2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR 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:

2.5.1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;**

2.5.2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;**

2.5.3. **ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR**

2.5.4. **AWARD OF THE CONTRACT.**

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

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

The selected Contractor shall provide Temporary Traffic Control (TTC) services on roadways at various locations in and around the City of Midland on an as-needed basis, as requested by the City of Midland Engineering Services or Utilities departments. Work for other City departments may also be required but will be coordinated through one of these departments. The primary intent of this contract is to provide TTC in support of utility and pavement work in the right-of way for both new construction and maintenance projects.

Once a traffic control task is scheduled and a Traffic Control Plan has been approved by the Traffic Operations Division, the Contractor may be directed to coordinate day-to-day activities with either City staff or a third-party contractor performing work on behalf of the City. In all cases, the Contractor shall invoice the City directly for all tasks completed under this contract.

The City's intent is that traffic control tasks will be planned in advance and the Contractor will be provided with a request for traffic control at least three (3) business days in advance of the proposed setup time. The City also reserves the right to make emergency requests if necessary and expects the Contractor to respond if adequate resources are available. In the event that,

emergency traffic control is requested with less than three (3) business days' notice, the Contractor shall be entitled to payment of the emergency callout surcharge as per the unit prices in the Proposal, in addition to the standard pay items for the actual work performed.

3.1. GENERAL REQUIREMENTS

All work under this contract shall conform to the following requirements:

3.1.1. All temporary traffic control shall be in general conformance with the traffic standard drawings of the Texas Department of Transportation and the Texas Manual on Uniform Traffic Control Devices (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.

3.1.2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.

3.1.3. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, at least two business days in advance of any work in the right-of way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor, except in an emergency.

3.1.4. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.

3.1.5. All traffic control devices shall be marked with the contractor's name, logo, initials, or other identifying information so that City staff can easily determine ownership. The markings shall be clearly legible at a distance of at least 30 ft.

3.1.6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:

3.1.6.1. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.

3.1.6.2. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and

3.1.6.3. 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

3.1.7. The Contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.

3.1.7.1. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.

3.1.7.2. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.

3.1.7.3. Maintenance shall include:

3.1.7.3.1. Verifying and correcting the location and orientation of all signs, barricades, and other devices;

3.1.7.3.2. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and

3.1.7.3.3. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

3.1.8. Arrow boards shall be required for lane closures under the following conditions:

3.1.8.1. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting

more than one (1) hour;

3.1.8.2. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;

3.1.8.3. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

3.1.8.4. At other times as shown on the approved TCP, or as otherwise directed by the City.

4. SUPPLEMENTAL REQUIREMENTS PLACE UPON CONTRACTOR

The Contractor agrees to abide by the specified supplemental requirements outlined herein as part of any contract (award) extended subsequent to this bid.

4.1. WORKMANSHIP

4.1.1. The Contractor agrees to complete said work in a timely manner.

4.2. LEGAL COMPLIANCE

4.2.1. The Contractor shall comply with all federal, state, county and City of Midland ordinances, statutes, rules and regulations governing all aspects of the work.

5. VENDOR QUALIFICATIONS

5.1 INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

5.2 RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that the offeror is properly qualified to carry out the obligations of the contract.

5.3 VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

5.3.1 References

5.3.1.1 Offeror shall provide a minimum of (3) references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to fulfil the conditions of the contract. Negative references may be grounds for proposal disqualification.

5.4.1 Vendor Stability

5.4.1.1 Offerors shall specify how long the company submitting the proposal has been in business doing temporary traffic controls.

6. EVALUATION PROCESS

6.1 EVALUATION PROCEDURE

6.1.1 Committee Actions

6.1.2 The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

6.1.3 The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek the best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

6.1.4 Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award.

6.2 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

6.2.4 This Contract will be awarded 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 will consider the following criteria:

6.2.5 Manpower/ Staffing Process- Vendor must provide a detailed response to staffing and personnel that will be providing services. This includes providing information for staff that are qualified to fulfill and abide by specifications and who have shown experience in temporary traffic controls **(25%)**

6.2.6 **Price**- Price will be evaluated for fairness and reasonable costs **(35%)**

6.2.7 **References**- Vendors shall submit (3) business references, preferably from current customers **(20%).**

6.2.8 **Quality and Program Management Plan**- Vendor must provide approach to performance and quality assurance of services **(20%)**

7. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

7.1. THE BID REQUEST

7.2. THE RFP RESPONSE

7.3. PROPOSAL

7.4. REQUESTED ATTACHMENTS

7.4.1. **References**

7.4.2. **Resumes**

8. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

Vendor Name

SPECIFICATIONS
25004262
ON-CALL TEMPORARY TRAFFIC CONTROLS

Temporary Traffic Control Services

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Local street traffic control, full closure (including detour signing if requested) seven hundred and fifty dollars and Zero cents per week.	60	Per Week	$ 750.00	$ 45,000.00
2	Multi-lane street traffic control, closure of ONE lane only eight hundred dollars and Zero cents per week.	30	Per Week	$ 800.00	$ 24,000.00
3	Multi-lane street traffic control, closure of TWO OR MORE lanes (Full closure paid with this item at one unit per each direction of travel.) one thousand six hundred dollars and Zero cents per week.	5	Per Week	$ 1,600.00	$ 16,000.00
4	Portable variable message board (with setup and programming) seven hundred and fifty dollars and Zero cents per week.	10	Per Week	$ 500.00	$ 5,000.00
5	Water barrier, single unit (6 ft min. length, 32-inch min. height, including placement) ten dollars and Zero cents per week.	150	Per Week	$ 10.00	$ 15,000.00
6	Emergency call-out surcharge (less than 3 business days' notice) one thousand dollars and Zero cents per event.	5	Per Event	$ 1,000.00	$ 5,000.00

Total Bid Amount $ 88,500.00

eighty eight thousand and five hundred dollars and Zero cents total.

Bid Item Notes

1. All equipment, materials, and procedures for all items shall be per the Texas Department of Transportation publication Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2014), and the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) unless otherwise noted or approved by the City.

2. All pay items shall include all equipment, labor. Materials, setup, routine maintenance, teardown, and incidentals. Preparation and submission of a Traffic Control Plan, if required, shall be incidental to the other pay items. "Typical" Traffic Control Plans are acceptable if appropriate for the conditions.

3. In the event of a traffic switch or substantial change in the device setup, the payment period for the first pay item shall terminate and a new payment period shall start for the new item. There shall be no separate payment for setup and teardown related traffic switches, since these costs are incidental to the established rates.

INSTRUCTIONS TO BIDDERS

1. **VENDOR CONTACT:**

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

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

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

2. **AWARD**

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

3. **BID WAIVERS:**

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

RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

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

B. <u>BIDDER'S WAIVER</u>:

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

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT.**

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

C. <u>NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES</u>:

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall

include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

Company Name FC Traffic Control Inc.		Date 04/09/2025
Authorized Signature		Phone (806) 570-5633
Print Above Name Luke Huseman		Fax

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 1.

Offeror/ COMPANY: FC Traffic Control Inc.

SIGNATURE (INK): Luke Huseman

NAME: (TYPED/PRINTED) Luke Huseman

TITLE: St Estimator

STREET: 621 SW 6th Ave

CITY/STATE/ZIP: Amarillo, TX 79101

TELEPHONE: (806) 570-5633 FAX:

E-MAIL ADDRESS: estimating@fc-traffic.com

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

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

(1) the lowest bidder; or

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

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.**

FC Traffic Control Inc.

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.**

Luke Huseman

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

PACKET 6.114

Signature of vendor doing business with the governmental entity

Date May 27, 2025

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.

FC Reference Letter

Trade References:

Integrity HR. Phone # 210-905-4372

Howell Sand Co. Phone # 806-383-1721

Hi-Fidelity. Phone # 806-794-4507

Bank References:

Centennial Bank:

Contact: Taylor Morris Phone: (806)354-2265

Address: 3423 Soncy Road Amarillo, TX 79119

FC Traffic Control, Inc. | PO Box 15623 | Amarillo, TX 79105 | Phone (806) 570-5633 | fc-traffic.com

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SOLICITATION NO. 25004262

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.

_____	Sr Estimator _____
Authorized Signature	Title
Luke Huseman _____	FC Traffic Control Inc. _____
Name (Print)	Company
04/09/2025 _____	
Date	

NOTE: Bid and Proposal terms are interchangeable.

NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

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

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

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

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

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

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

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

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City Council Meeting

Item Number: 7

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE SELECTION OF ENPROTEC / HIBBS & TODD, INC., FREESE AND NICHOLS, INC., GARVER, LLC, HDR ENGINEERING, INC., KIMLEY-HORN AND ASSOCIATES INC., MAVERICK CIVIL & SURVEY, LLC D/B/A MAVERICK ENGINEERING, INC., AND PARKHILL, SMITH & COOPER, INC., AS RESPECTIVE FIRST CHOICES FOR PERFORMANCE OF ON-CALL ENGINEERING SUPPORT SERVICES FOR THE UTILITIES DEPARTMENT OVER THE NEXT FIVE (5) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000.00 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution approving professional services agreements to seven (7) engineering firms to provide on-call engineering professional services agreements on an as needed basis.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for On-call Engineering Services for the Utilities Department. Request for qualifications were sent to one hundred twenty-two (122) firms. We received sixteen (16) statement of qualifications. Please consider a resolution authorizing staff to select from seven (7) engineering firms to provide on-call engineering services for the Utilities Department. Enprotec / Hibbs & Todd, Inc. (eHT), Freese and Nichols, Inc., Garver, HDR Engineering, Inc., Kimley Horn, Maverick Civil & Survey LLC DBA Maverick Engineering, and Parkhill Smith & Cooper (PSC) are recommended for selection. Please see the attached memo from Carl Craigo, PE, Utilities Director, for additional information.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager
FROM: Carl Craigo, P.E., Utilities Director
DATE: 5/15/2025
SUBJECT: Acceptance of Firms for On-Call Engineering Services (RFQ 20002430)

Please accept this memo as formal notification that the Utilities Department has completed its evaluation of the submitted Statements of Qualifications in response to RFQ 20002430 – *On-Call Engineering Services for the Utilities Department.*

Based on the evaluation criteria outlined in the RFQ, I am accepting the following seven firms as the City's pre-qualified on-call engineering providers for a five-year term:

- Freese and Nichols*
- Parkhill
- eHT
- Garver
- Maverick
- HDR
- Kimley Horn*

These firms were selected based on their qualifications, relevant experience, technical capabilities, and overall ability to provide the range of engineering services required by the Utilities Department on an as-needed basis.

Please proceed with any necessary documentation to finalize this selection.

Let me know if you need anything further.

Best regards,
Carl Craigo, P.E.
Utilities Director
City of Midland

*Consultants did have a fail for not having an office in Midland, based on past experience and recommendations the consultants were chosen.

RESOLUTION NO. _____

RESOLUTION APPROVING THE SELECTION OF ENPROTEC / HIBBS & TODD, INC., FREESE AND NICHOLS, INC., GARVER, LLC, HDR ENGINEERING, INC., KIMLEY-HORN AND ASSOCIATES INC., MAVERICK CIVIL & SURVEY, LLC D/B/A MAVERICK ENGINEERING, INC., AND PARKHILL, SMITH & COOPER, INC., AS RESPECTIVE FIRST CHOICES FOR PERFORMANCE OF ON-CALL ENGINEERING SUPPORT SERVICES FOR THE UTILITIES DEPARTMENT OVER THE NEXT FIVE (5) YEARS; AND PROVIDING THAT ANY AGREEMENT EXCEEDING $100,000.00 SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL

WHEREAS, the City Manager approved specifications and authorized the Request for Qualifications for on-call engineering services for the Utilities Department for the next five (5) years; and

WHEREAS, after careful consideration of the responses to the Request for Qualifications, the Utilities Department is recommending Enprotec / Hibbs & Todd, Inc., Freese and Nichols, Inc., Garver, LLC, HDR Engineering, Inc., Kimley-Horn and Associates Inc., Maverick Civil & Survey, LLC d/b/a Maverick Engineering, Inc., and Parkhill, Smith & Cooper, Inc., as respective first choices for said on-call engineering services; and

WHEREAS, the City Council finds Enprotec / Hibbs & Todd, Inc., Freese and Nichols, Inc., Garver, LLC, HDR Engineering, Inc., Kimley-Horn and Associates Inc., Maverick Civil & Survey, LLC d/b/a Maverick Engineering, Inc., and Parkhill, Smith & Cooper, Inc., to be the most highly qualified providers of such professional services based on demonstrated competence, knowledge, and qualifications; and

WHEREAS, the City Council finds it to be in the public interest to select Enprotec / Hibbs & Todd, Inc., Freese and Nichols, Inc., Garver, LLC, HDR Engineering, Inc., Kimley-Horn and Associates Inc., Maverick Civil & Survey, LLC d/b/a Maverick Engineering, Inc., and Parkhill, Smith & Cooper, Inc., as the respective first choices for the performance of said on-call engineering services;

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

SECTION ONE. That Enprotec / Hibbs & Todd, Inc., Freese and Nichols, Inc., Garver, LLC, HDR Engineering, Inc., Kimley-Horn and Associates Inc., Maverick Civil & Survey, LLC d/b/a Maverick Engineering, Inc., and Parkhill, Smith & Cooper, Inc., are hereby selected as the respective first choices for the performance of on-call engineering services for the Utilities Department for the next five (5) years.

SECTION TWO. That in the event negotiations fail with any selected provider of said on-call engineering services, that other qualified engineering firms will be contacted and negotiated with regarding the performance of said services according to applicable rules and regulations.

SECTION THREE. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, professional services agreements with the firms listed in Section One hereof for said on-call engineering services for the Utilities Department. Provided, however, that any agreement exceeding $100,000.00 shall not become effective until approved by the City Council

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

25004091 - 25004091 RFQ On Call Professional Services for Utilities
Scoring Summary

Active Submissions

Supplier	Letter of Interest	Organizational Chart	Qualifications	Introduction of Team	Projects with Reference Contacts	Staff and Availability and Proximity to Midland, TX	Introduction of Sub-Consultants	Conflict of Interest Questionnaire	Legal Actions
	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
HDR	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**
Cobb, Fendley & Associates, Inc.	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Pass
CSI Engineering	Pass	Pass	Fail	Pass	Fail	Fail	Pass	Pass	Fail
eHT	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**
Parkhill Smith & Cooper	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**
Maverick Civil & Survey, LLC dba Maverick Engineering	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**
WTC Inc.	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**
TRC	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**
Freese and Nichols, Inc.	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Dunaway	Pass	Pass	Fail	Pass	Fail	Pass	Pass	Pass	Pass
Garver	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**
Oller Engineering, Inc.	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Pass
Magrym Consulting, Inc.	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**
Lockwood, Andrews & Newnam, Inc.	Pass	Fail	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Kimley-Horn and Associates, Inc.	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Halff	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**	**Pass**

STATEMENT OF QUALIFICATIONS

ON CALL PROFESSIONAL SERVICES FOR THE UTILITIES DEPARTMENT

RFQ 25004091

Submitted to: Erika Martinez, Assistant General Services Director

City of Midland, 300 N. Loraine, Midland, TX 79702

Date of Submittal:
APRIL 9, 2025 AT 2:00 PM









Enprotec | Hibbs & Todd

Abilene I Lubbock I Granbury
PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

Corporate Headquarters
402 Cedar Street
Abilene, Texas 79601
T: (325) 698-5560
F: (325) 690-3240

www.e-ht.com

3.2 Letter of Interest

Enprotec | Hibbs & Todd

April 9, 2025

Erika Martinez
Assistant General Services Director
City of Midland
300 N. Loraine
Midland, Texas 79702

Re: Statement of Qualifications for On-Call Professional Services for the Utilities Department (RFQ 25004091)

Dear Ms. Martinez:

Enprotec / Hibbs & Todd, Inc. (eHT) is pleased to submit the qualifications of our firm to the City of Midland for consideration as your engineer for on call professional services for the City of Midland Utilities Department. We are currently providing on-going engineering services to the City for various projects and we have served many communities over the past several years on similar projects as we have highlighted in this Statement of Qualifications. We believe we are the right team to assist you in reaching your goals and appreciate your time and consideration.

Our Abilene, Granbury and Lubbock offices are staffed with engineers, scientists, surveyors, construction management personnel and technicians. Further, you will be personally taken care of by principals of our firm. We have provided engineering and scientific services to numerous entities and municipalities in the region for over 35 years, and our company is well staffed to handle your project. eHT understands the scope of this project and we are committed to performing our services in a professional and timely manner.

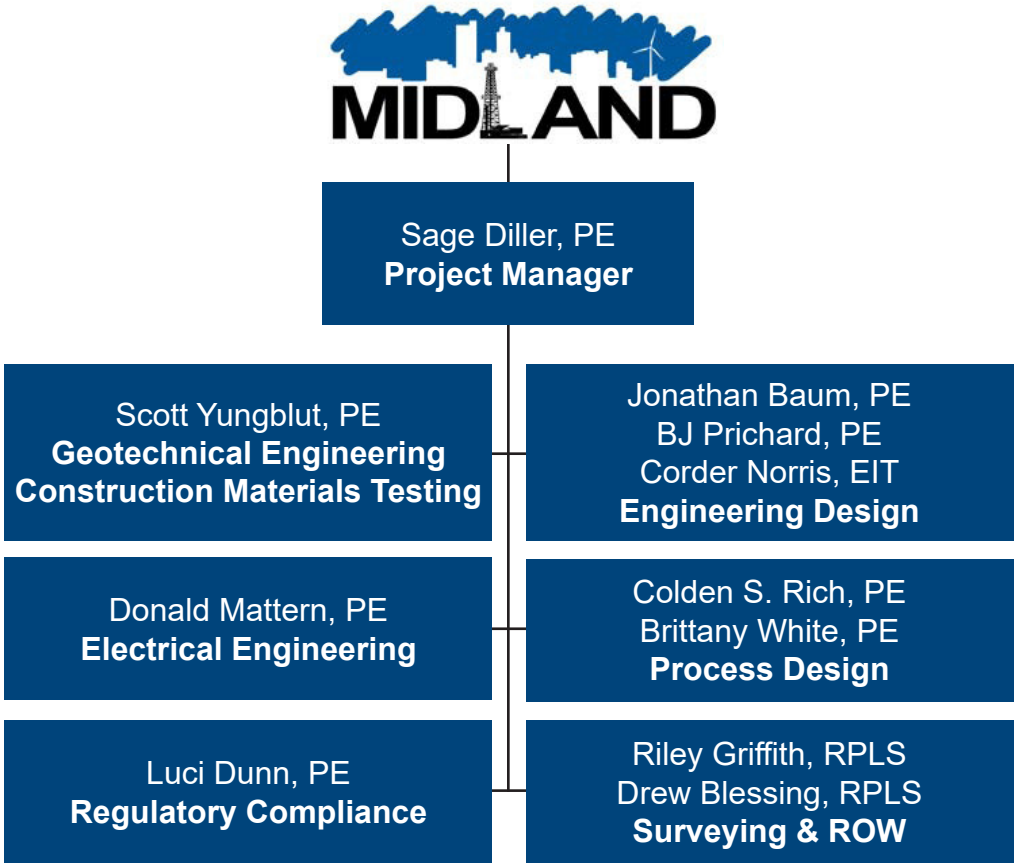
I, Sage Diller, Vice President with eHT, am authorized to bind the firm and can be reached at 402 Cedar Street, Abilene, Texas 79601; (325) 698-5560. eHT does not anticipate utilizing any subconsultants.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

Sage Diller, PE
Vice President

3.3 Service Provider Organizational Chart



3.4 Service Provider Qualifications

Enprotec / Hibbs & Todd, Inc. (eHT) is a civil, environmental and geotechnical engineering firm with offices in Abilene, Lubbock and Granbury in the State of Texas. Our professional staff consists of engineers, environmental specialists, geoscientists, land surveyors, operations specialists, technicians and construction management professionals. Our success is based on enduring partnerships with our clients. eHT professionals bring a solid foundation of expertise and innovation to each client's project.

Contact Information

Sage Diller, PE

Vice President

402 Cedar Street
Abilene, TX 79601
325.698.5560
sage.diller@e-ht.com

Enprotec | Hibbs & Todd

3.5 Service Provider Project Team



Sage Diller, PE | Project Manager

Mr. Diller has over 24 years of experience in project design, management and construction oversight on a wide range of projects for municipal, state and private entities. His past projects have included municipal water and sewer systems, groundwater wells and storage facilities, state and county roadways, and private developments. He received a Bachelor of Science in Civil Engineering from Texas Tech University and is a Registered Professional Engineer in Texas (#96645).



Jonathan Baum, PE | Engineering Design

Mr. Baum has 20 years of experience in the design of streets, water, sewer and gas lines, detention basins, water quality ponds, parking lots, storm drainage systems, retaining walls and stormwater pollution prevention plans. Mr. Baum's experience includes the design and plan production of over 50 residential and commercial developments. He received a Bachelor of Science in Civil Engineering from Texas A&M University and is a Registered Professional Engineer in Texas (#100982).



Colden S. Rich, PE | Process Design

Mr. Rich has 19 years of experience in the analysis, design and management of water, wastewater, roadway, drainage and developments. He received a Bachelor of Science in Civil Engineering from Texas A&M University and is a Registered Professional Engineer in Texas (#110231).



BJ Prichard, PE | Engineering Design

Mr. Prichard has 22 years of experience in the design and management of a wide variety of projects involving stormwater management, pavement and thoroughfare design, and municipal water sewer utility infrastructure systems. He received a Bachelor of Science in Civil Engineering from Texas Tech University and is a Registered Professional Engineer in Texas (#101233).



Scott Yunglbut, PE | Geotechnical Engineering & Construction Materials Testing

Mr. Yungblut has 30 years of experience in performing engineering analysis and design on geotechnical and construction materials testing projects throughout Texas. He received a Bachelor of Science in Civil Engineering from the University of Texas at Arlington and is a Registered Professional Engineer in Texas (#85640).



Brittany White, PE | Process Design

Ms. White has 13 years of experience working on projects in the water, wastewater, oil and chemical industries. She received a Bachelor of Science in Mechanical Engineering from Texas Tech University and is a Registered Professional Engineer in Texas (#128714), Arkansas (#23152) and California (#40204).



Luci Dunn, PE | Environmental Engineering

Ms. Dunn has 37 years of experience in regulatory compliance with respect to water and wastewater systems. She received a Master of Science in Chemical Engineering and Bachelor of Science in Chemical Engineering from Texas Tech University and is a Registered Professional Engineer in Texas (#73943).



Corder Norris, EIT | Engineering Design

Mr. Norris has three years of experience working on a variety of civil and municipal projects in Texas. His experience includes paving and drainage, pond design, site development, client coordination and cost estimation. Additionally, he is experienced with utility design, including water distribution, wastewater and site utilities. He received a Bachelor of Science in Civil Engineering from Angelo State University and is an Engineer in Training.



Donald S. Mattern, PE | Electrical Engineering

Mr. Mattern has over 21 years of experience as a lead electrical engineer and technical expert in the detailed design of electrical and SCADA systems. He received a Bachelor of Science in Electrical Engineering from Texas Tech University and is a Registered Professional Engineer in Texas (#106161), New Mexico (#21499) and Arkansas (#22184).



Riley Griffith, RPLS | Surveying

Mr. Griffith has 20 years experience in land surveying, including residential and commercial land development projects; ALTA surveys; wind farms; oil and gas pipelines; oil field projects; water and sewer projects; and commercial, and farm and ranch surveys. He received a Bachelor of Science in Horticulture from Texas A&M University and is a Registered Professional Land Surveyor in Texas (#5863).



Drew Blessing, RPLS | Surveying

Mr. Blessing has 19 years of experience in the surveying industry as a survey crew chief, technician and RPLS for various water, wastewater and civil projects. He received a Bachelor of Science in Physical Education from Hardin Simmons University and is a Registered Professional Land Surveyor in Texas (#7069).

3.6 Service Provider Project with Reference Contacts

CLIENT	PROJECT	CONSTRUCTION COST	DATE COMPLETED
City of Midland	NE Water System Improvements	$25.5 million	2022
City of Midland	Elevated Storage Tank Imp.	$4,751,672	2022
City of Midland	MBR Evaluation	$5 million	2019
Carl Craigo, PE, Director of Utilities, 300 N. Loraine, Midland, TX, 79702, (432) 685-7261			
City of San Angelo	Groundwater Supply Expansion	$62 million	2025
City of San Angelo	North Bentwood Lift Station	$1,352,217	2022
Shane Kelton, ED of Public Works, 301 W. Beauregard Ave., San Angelo, TX 76903, (325) 657-4206			
City of Huntsville	Sanitary Sewer Line Replacement	$16,993,500	2025
Brent Sherrod, Public Works Director, 448 State Hwy 75 North, Huntsville, TX 77320, (936) 294-5707			
City of Abilene	WWTP Expansion	$8,751,317	2024
City of Abilene	Baylor Drive Lift Station	$1,039,710	2021
City of Abilene	Buck Creek Pump Station	$2,079,279	2020
Matthew Dane, PE, Director of Utilities, 555 Walnut Street, Abilene, TX 79601, (325) 676-6419			
Eastland County WSD	Water Treatment Plant Imp.	$11.6 million	2019
Chad Roberts, Superintendent, PO Box 16, Ranger, TX 76470, (254) 647-1320			
City of Granbury	Water Treatment Plant Expansion	$11,689,160	2021
City of Granbury	Distribution Improvements	$14 million	2019
Rick Crownover, Assistant City Manager, 116 W Bridge Street, Granbury, TX 76048, (817) 573-7030			
City of Missouri City	Water Treatment Plant Expansion	$14,168,264	2021
Shashi Kumar, Public Works Director, 1522 Texas Parkway, Missouri City, TX 77489, (281) 403-8543			
Uper Leon River MWD	Water Treatment Plant Imp.	$13,047,932	2022
Matt Byrd, General Manager, 2250 Hwy 2861, Comanche, TX 76442, (254) 879-2258			
City of Eastland	Wastewater System Imp.	$6,093,140	2021
City of Eastland	Water System Improvements	$2,103,835	2022
Savannah Fortenberry, City Manager, PO Box 749, Eastland, TX 76448, (254) 629-8321			
City of Big Lake	Wastewater Treatment Plant Exp.	$6,887,331	2022
Sheri Benson, City Administrator, 203 N. Plaza, Big Lake, TX 76932, (325) 884-2511			
City of Glen Rose	Wastewater Treatment Plant Exp.	$5,659,180	2019
Jim Holder, Public Works Director, 201 NE Vernon, Glen Rose, TX 76043, (254) 897-2272			
City of Sweetwater	Wastewater System Imp.	$1.5 million	2022
City of Sweetwater	Elevated Storage Tank	$1,744,180	2020
Justin Clowers, Utilities Director, PO Box 450, Sweetwater, TX 79556, (325) 235-4166			
City of Breckenridge	Utilities, Paving and Drainage	$3.2 million	2020
Cynthia Northrup, City Manager, 105 N Rose Ave, Breckenridge, TX 76424			

Examples of how eHT projects are similar in nature with the City of Midland, are shown in the project descriptions on the following pages.

Surface Water Treatment Plant and Expansion

City of Granbury



eHT provided planning, design and construction phase services for the surface water treatment plant (SWTP) original design and expansion increasing the finished water capacity from 2.5 to 5.0 million gallons per day (MGD). Due to increased demands in the service area, it was necessary for the City to expand to maintain compliance with TCEQ regulations and keep up with the growing demand. The expansion included the addition of a floating raw water pump barge; two trains of flocculation and plate settler sedimentation; one microfiltration (MF) feed pump; complete module buildout on the existing MF skids; one MF skid with 100% module capacity buildout; one MF blending pump; one 6,500 gallon aluminum chlorohydrate tank and chemical system improvements; upsizing the low pressure reverse osmosis (RO) feed pumps; two new, two-stage RO trains; one high service pump; one MG prestressed concrete clearwell tank; and, a new motor control center. The Phase II expansion was a challenging project that utilized the already space-limited site to fit all needed process equipment.

Date: 2021; Cost: $11,689,160
Contact: Rick Crownover, Assistant City Manager, (817) 573-7030, 116 W Bridge Street, Granbury, Texas 76048

Wastewater Treatment Plant and Expansion

City of Abilene



eHT provided project management, construction management, inspection and O&M services for Phase I and II of the project. Having exceeded the service life for the treatment units, eHT designed a new 12 million gallons per day (MGD) treatment facility, with construction completed to allow indirect potable reuse of advanced treated wastewater in less than 12 months and designed and managed the expansion from 12 to 22 MGD. The treatment systems ultimately selected were based on required construction footprint, repurposing of existing structures, capital and operational cost, operational flexibility, lead time for construction and capability of meeting treatment goals for BOD, TSS, ammonia, total phosphorus, TDS, chloride, sulfate and emerging constituents of concern. The WRF includes coarse and fine mechanical screens, grit removal, pump station, flow equalization systems, a secondary BNR process, MBR membrane filters, RO treatment, Ozone treatment, BAC filtration, chlorine disinfection, and aerobic solids storage and disposal.

Date: 2024; Cost: $6,751,317
Contact: Matthew Dane, PE, Water Utilities Director, (325) 676-6419, PO Box 60, Abilene, Texas 79604

Water System Improvements

City of Stamford



eHT provided application preparation, planning services, environmental clearance, permitting, design surveying, pilot testing, regulatory agency coordination and support services, project management, design, easement acquisition, construction management, resident project representation, and construction materials testing for a water system improvements project utilizing funding through the TWDB DWSRF Program. The project included replacement of mechanical and electrical equipment at the raw water pump station and replacement of a raw water transmission pipeline. Structural, mechanical, electrical and instrumentation improvements were made at the WTP, including construction of a new membrane filtration system, chemical storage and feed systems, and a new high service pump station, new instrumentation system and ancillary support systems for a new advanced treatment WTP. The project included complete replacement of the City's existing elevated storage tank and replacement of key water distribution lines that were identified as highest risk for water loss and/or cross-contamination.

Date: 2024; Cost: $17,043,528
Contact: Steve Norwood, City Manager, (325) 773-2723, 201 E. McHarg, Stamford, TX 79553

Groundwater Supply Expansion

City of San Angelo



The City of San Angelo (City) historically relied on a combination of surface water sources for use in its drinking water supply, but "drought of record" conditions severely impacted the available capacity of surface water supplies. For this reason, the City began identifying and implementing alternative water supply sources, including groundwater from the Hickory Aquifer. The City hired eHT to implement Phase II of the Hickory Groundwater Supply Project, which brought the available supply from this source up to a reliable 12 MGD. The expansion began at the City's Hickory Well Field and added five new public water supply production wells. Improvements at the Hickory Well Field to accommodate the new production wells included the completion of wellheads, well pumps, electrical, controls, well site improvements; interconnecting piping; extension of the site roadway system; and expansion of the existing booster pump station to reliably provide a pumping capacity of 12.0 MGD to the City's groundwater treatment plant (GWTP). To support the increase of water production from the well field, the City's GWTP also incorporated improvements including the expansion of the oxidation contactor system; expansion of the iron removal filtration system; expansion of the radium reduction system; construction of a new duplex low-head pump station; and construction of two new 2.0 MG precast concrete clearwells.

The groundwater wells and an expanded GWTP, designed to remove radionuclides, allowed the City to maximize aquifer production to meet potable water demands. Other critical elements included replacement of an existing clearwell at the City's GWTP; wellfield collection and transmission system expansion and improvements; and SCADA system improvements.

Date: 2025; Cost: $62,000,000
Contact: Shane Kelton, Exec. Director of Public Works, (325) 657-4206, 301 W. Beauregard Avenue, San Angelo, Texas 76903

Transmission Lines

City of Missouri City



eHT provided project management, design and construction administration for the original transmission lines to carry treated water from the City of Missouri City's (City) new surface water treatment plant (SWTP) to utility districts for distribution and has continued to assist in the expansion of the system throughout its lifetime. Phase I of the project served the Sienna Plantation MUDs and consisted of 12,900 linear feet (LF) of 30-inch PVC line to the south, 7,585 LF of 36-inch PVC line to the north, a parallel 10-inch PVC reuse line to the south for 6,680 LF, and a parallel 16-inch PVC well supply line to the north for 9,050 LF. Phase II expanded the north part of the system to reach Fort Bend County MUDs 46, 149 and 115/129. The new transmission lines ranged from 8-inch to 36-inch and were adequately sized to allow for future extensions to the other utility district water plants in the area. Phase III was constructed to serve the new water plant within the Sienna Plantation MUD in the south part of the system. A 24-inch HDPE line was extended for a length of 12,000 LF as well as the necessary pump upgrades in the City's SWTP. Phase IV recently kicked off and eHT is working on preliminary design to expand the north system to reach the Mustang Bayou Service Area.

Date: 2025; Cost: Phase I: $6.9 million; Phase II: $8.7 million; Phase III: $3.7 million; Phase IV: TBD
Contact: Shashi Kumar, Public Works Director, (281) 403-8543, 1522 Texas Parkway, Missouri City, Texas 77489

Baylor Drive Lift Station

City of Abilene



eHT was retained by the City of Abilene (City) to provide professional services to design and manage the replacement of an existing wastewater lift station on Baylor Drive in southeastern Abilene. The former lift station was constructed in 1981 with the development of Lytle Shores South Addition and had reached the end of its service life. The project replaced the lift station and force main with components capable of meeting the existing flows, as well as projected future growth within the lift station area.

Date: 2021; Cost: $1,039,710
Contact: Matthew Dane, PE, Water Utilities Director, (325) 676-6419, PO Box 60, Abilene, Texas 79604

3.7 Service Provider Staff Availability

Workload



eHT's gross revenues for the 12 months ending in September 30, 2024 were $22,529,148 from 886 different projects, with the top five project types being water treatment, wastewater treatment, pipelines, civil design and regulatory assistance.

eHT can be supplemented and supported by other professionals within the company to handle peaks workloads or other factors. We do not experience attrition; our staff tend to come to eHT and stay. We have a very stable and cohesive group of employees.

Availability



We are dedicated to delivering projects with a vision for the future. eHT believes that when an owner retains a consulting firm, it is the dedication and abilities of specific individuals assigned to the project that determine its level of success. An important aspect of managing a successful project is the assignment and coordination of the resources needed to complete tasks properly, on schedule and within budget.

eHT is structured to provide unparalleled expertise to produce cost-effective, flexible, and efficient solutions to be delivered on time.

With headquarters in Abilene, Texas, eHT will be readily available to the City of Midland via a 2 hour drive.

What our Clients Say

"The City of Granbury is very proud of our recently completed Surface Water Treatment Plant. In addition to many hours of preliminary discussions, eHT assisted us with the planning, design, environmental, permitting and construction, even assisting the City with the Construction Manager at Risk Delivery method on the project that went very well. The plant is operating at a high level and is performing very well. The staff at eHT deliver quality projects, display professional courtesy and are a pleasure to work with. I recommend eHT for any of your utility needs."

Rick Crownover

City of Granbury
Assistant City Manager

3.8 Service Provider Subconsultant Project Team

eHT does not anticipate needing a subconsultant for this project. We have access to various subconsultants in the area as needed.

3.9 Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No N/A

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 N/A

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 Joshua S. Hill

Signature of vendor doing business with the governmental entity

April 3, 2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

3.10 Previous Legal Actions

There are no past or pending litigation or claims filed against eHT that would affect our performance on this project.

25004091

On Call Professional Services for Utilities Department

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Q1: Is the Conflict of Interest Questionnaire excluded from the page count?
A1: Yes, the Conflict of Interest is excluded.

Q2: Item 3.6.3 of the RFQ (page 7) reads "Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design." Could you please clarify or expand on what kind of similarities this requirement is referring to? If possible, please provide an example.
A2: Water, Wastewater main line design, treatment plant design, projects with TCEQ approval, etc.

Q3: Is item "9.) Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years." excluded from the 12-page limit?
A3: No

Q4: Is a Table of Contents allowed? If so, would it be excluded from the 12-page limit?
A4: Yes it is allowed. It is included in the 12 page limit.

Q5: Item 3.6.1 in the RFQ (page 7) reads "A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed." Please clarify what is considered "recently completed"?
A5: 10 years

Q6: Will an arial condensed font be accepted?
A6: Arial

Q7: Are sections 3.5, "Service Provider Project Team" and 3.9, "Service Provider Subconsultant Project Team" considered to be the resumes that go in the appendix and do not go towards page count?
A7: Resumes will not count in the 12 pages.

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Q8: Is a smaller font size allowed for tables, header/footer, captions or sidebars?
A8: Yes, just not smaller than size 10.

Q9: The numbering of sections increases from "3.7 Service Provider Staff Availability" to "3.9 Service Provider Subconsultant Project Team". Should section 3.9 be updated to section 3.8?
A9: Yes

Q10: Are the form sections 3.10 and 3.11 included in the 12-page count requirement? Do covers count toward the limit as well?
A10: NO

Q11: In section 3.6 is it acceptable to list anticipated/estimated completion dates?
A11: Yes

Q12: Does the Conflict of Interest Questionnaire count towards the 12-page limit, since its uploaded as a separate document on Bonfire?
A12: No

Q13: Due to page limitations, can we provide Section 3.11 Previous Legal Actions as an appendix that does not count toward the 12-page limit?
A13: Yes

Q14: Will the City extend the due date to accommodate the receipt of Questions that are due on April 4?
A14: Didn't we already extend this?

Q15: Can we submit qualifications for only our in-house capabilities, and identify subconsultants at a later time based on the assigned scope of work?
A15: No

Q16: There is no 3.8 section. Is it okay if we renumber 3.9 – 3.11 to adjust for the missing 3.8?
A16: Yes

Q17: The current 3.9.1 is the same as 3.5.1. Are you looking for different information on 3.9.1?
A17: 3.9.1 is for sub-consultants, 3.5.1 is for the Consultant team.

Q18: Will including a cover page be considered part of the 12-page limit?
A18: No

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Saga Dilh	April 8, 2025
Bidder Authorized Signature	Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

25004091

On Call Professional Services for Utilities Department

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: 1.6 SELECTION: The City will select up to six (7) qualified Engineering Firms to provide Engineering Services on an as-needed basis to the City for a term of five (5) years.

Would the company still be eligible to participate in this bid even though they are not an Engineering Firm?
A1: You are welcome to apply but the City of Midland is searching for an on-call engineering service.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Sage Dulk — April 8, 2025

Bidder Authorized Signature — Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Sage Diller, PE
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Diller has 23 years of experience in project design, management and construction oversight on a wide range of projects for municipal, state and private entities. His past projects have included municipal water and sewer systems, groundwater wells and storage facilities, state and county roadways and private developments. In addition to design and construction management, Mr. Diller has extensive experience assisting clients in applying for grant/loan funding through various funding agency programs, including Texas Water Development Board DWSRF and CWSRF, USDA Rural Development, Texas Department of Agriculture CDBG and DTR and TxDOT Utility Relocation and TAP Programs.

Mr. Diller has assisted clients with drought related planning projects that have included water conservation, water supply options and improved water system efficiency options. Each project has included close client interaction, reports outlining possible alternatives, funding agency assistance and regulatory agency interaction.

PROJECT EXPERIENCE

- **Water Distribution System Hydraulic Modeling and Master Plan Report, City of Midland:** Project Manager for the development and analysis of a water distribution system hydraulic model, preparation of a master plan report and resulting list of recommended capital improvement projects.
- **Northeast Water System Improvements, City of Midland:** Mr. Diller provided professional services to plan and design water system improvements to support existing and expected future water system demands in this portion of the service area. The project included transmission system improvements to provide water supply from the Water Purification Plant to the area. Additional project elements included pump station improvements and an elevated storage tank (EST) to provide storage and pressure in the project area. Distribution system improvements were also incorporated to connect the system with the new elevated storage tank. The project design included approximately 50,000 linear feet (LF) of 24-inch transmission piping and 18,000 LF of 30-inch transmission piping, encased highway boring, air release valves, a 2 MG EST and high service pumps.
- **Airport Lift Station, City of Midland:** Mr. Diller provided project management, design, and construction administration for demolishing an existing lift station and installing a new lift station, including wetwell, pumps, control, panel, valve vault, valves, and piping. The project included 40 linear feet of new 18-inch gravity sewer main and a new fiberglass manhole. The project also included installation of all Airport Lift Station and Midway Lift Station communication equipment.
- **Louisiana Avenue Water Line Replacement, City of Midland:** Mr. Diller provided project management and design for the replacement of existing water line, fire hydrants, gate valves, tapping sleeves and pavement replacement.

EDUCATION
Bachelor of Science, Civil Engineering
Texas Tech University, 2001

REGISTRATIONS
Registered Professional Engineer – Texas #96645, 2005

PROFESSIONAL/CIVIC ORGANIZATIONS
Texas Society of Professional Engineers

United Way of Abilene, Executive Board and Finance Committee Chair

Texas Tech Alumni Abilene Chapter, President, 2015

CERTIFICATIONS/EDUCATION
eHT Leadership Development Program, 2013

Construction Specifications Institute

Priority Management, Dale Carnegie

HEC-RAS, Floodplain Management

Highway Capacity, Geopak I & II

AWARDS
20 Under 40, Abilene Young Professionals

PROFESSIONAL ENDEAVORS
Enprotec / Hibbs & Todd, Inc.
Vice President
Abilene, Texas
2007 - present

- **CDBG Water System Improvements, City of Eden:** Project Manager for funding application assistance, design and construction administration for the installation of 8-inch PVC water line, new fire hydrants, main line reconnects, pavement replacement, and new water service connections. The project received funding through the Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) Program.
- **Water Modeling Evaluations for Proposed Developments, City of Midland:** Project Manager for hydraulic modeling evaluations for on-going development requests to identify infrastructure improvements necessary to maintain regulatory compliance.
- **Northeast Water System Improvements, City of Midland:** Project Manager for design of water distribution improvements planned for the northeast portion of the system that has experienced rapid commercial and housing development growth. Improvements to include a new 2.0 MG Elevated Storage Tank, High Service Pump Station Improvements and 24"-30" water transmission main.
- **Regional Water Planning Study, City of Roma:** Project Manager for TWDB-funded regional planning study that included the City of Roma, El Sauz WSC, El Tanque WSC, Falcon Rural WSC and Rio WSC. Sixteen alternatives were examined including the evaluation of water supply and distribution and storage and pumping facilities required for the City of Roma to adequately serve each of the participants.
- **Hydraulic Water Model, City of Coahoma:** Project Manager for the development of a hydraulic water model which included performing preliminary analysis. The project determined pressure impacts within the system and assisted the City with demand growth analysis.
- **Drought Management Strategies, City of Breckenridge:** Project Manager for the identification and evaluation of available water supply management strategies, report development and submittal of funding application to address proposed improvements.
- **Drought Management Strategies, City of Winters:** Project Manager for the identification and evaluation of available water supply management strategies, report development and submittal of funding application to address proposed improvements.
- **Water Distribution System Improvements, City of Breckenridge:** Project Manager for the design and bid administration for over 5 miles of new water distribution mains and valve replacement.
- **Water System Improvements, City of Winters:** Project Manager for funding application support, agency coordination, design and construction of a new 0.4 MG ground storage tank, raw water intake maintenance and raw water pump replacement.
- **Booster Pump Stations, City of Roma:** Project Manager for design and construction of four water booster pump stations including new ground storage tanks, piping and SCADA improvements.
- **Water Distribution System Improvements, El Tanque WSC:** Project Manager in charge of funding application support and agency coordination, design and construction management of approximately 24 miles of 8-inch water line transmission piping improvements.

PROFESSIONAL ENDEAVORS (CONT.)

Texas Department of Transportation (TxDOT), Lubbock District
Project Engineer
Lubbock, Texas
2001 - 2007

Texas Tech University, Water Resources Center
Research Assistant
Lubbock, Texas
2000 - 2001

- **Water System Improvements, City of Eden:** Project Manager for funding application support and agency coordination, design and construction management of a new 4,000 VF groundwater well and associated transmission piping.
- **Water Treatment Plant Rehabilitation, City of Winters:** Project Manager for the construction of water treatment plant rehabilitation and upgrades.
- **GIS Project Development and Coordination, Various Clients:** Project Manager for assisting clients in developing and maintaining a GIS program using a third-party development and hosting company.
- **Sulphur Draw Wastewater System Improvements, City of San Angelo:** Project Manager for the design, and construction administration for Sulphur Draw Wastewater System Improvements for the City of San Angelo (City), which included approximately 1,050 linear feet of 18-inch gravity sewer line to a proposed lift station site, a wastewater lift station, approximately 3,000 linear feet of wastewater force main, force main crossing the Concho River and approximately 2,000 linear feet of trenchless sewer collection system repair.
- **Mesquite Forest Sewer Line Replacement, City of Abilene:** Mr. Diller provided project management for a new wastewater collection line from FM 707 to the north end of Thompson Parkway to relieve capacity issues in the Mesquite Forest subdivision. The project included the installation of 1,420 linear feet of 10-inch sewer line via open trench installation, 50 linear feet of 10-inch PVC line via slick bore, 254 linear feet of 10-inch PVC line via steel encased bore, and 8 manholes.
- **Wastewater Collection System Hydraulic Modeling & Master Plan Report, City of Midland:** Project Manager for the development and analysis of a wastewater collection system hydraulic model, preparation of a master plan report and resulting list of recommended capital improvement projects.
- **CDBG Wastewater System Improvements, City of Winters:** Project Manager for the installation of 1,751 linear feet of sanitary sewer mains, manholes, service reconnection,s and pavement and surface restoration for the City of Winters. The project utilized funds from the Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) Program.
- **North Ruth Lift Station Replacement, City of Monahans:** Project Manager for the demolition of an existing lift station and design and management of a new lift station including wet well, pumps and controls. The project included new electrical service and panels, concrete and fencing, 6-inch sewer force main and manhole replacement.
- **Wastewater Lift Station, City of Winters:** Project Manager for the construction of the City's main lift station, dredging of wastewater lagoons and land application.
- **Wastewater Collection System Improvements, City of Roma:** Project Manager for design and construction of approximately six miles of collection system improvements including piping, manholes, service connections and highway roadway bores.
- **Wastewater System Improvements, City of Winters:** Project Manager for design and construction of 3,000 linear feet of wastewater force main from the City's main trunk line lift station to the wastewater treatment plant.
- **CWSRF Wastewater Improvements, City of Breckenridge:** Project Manager for an I&I study; rehabilitation and replacement of lift stations; replacement of collection lines; and, design improvements for the wastewater treatment plant. The improvements consisted of a new clarifier, converting the existing small clarifier to a sludge holding tank, and additional rehabilitation.
- **RD Wastewater System Improvements, City of Coahoma:** Project Manager for improvements to the wastewater collection and treatment system in order to enhance the City's ability to serve its customers and comply with all regulations established by the TCEQ. The project included approximately 15,765 linear feet of 6-ich pipe; 1,880 linear feet of 8-inch pipe; and, 1,670 linear feet of 10-inch pipe, as well as 200 linear feet of 10-inch HDPE pipe. Wastewater treatment plant improvements include replacement of existing equipment, replacement and rerouting of existing piping, and repair and recertification of pond liners in all of the six treatment ponds. The project included replacement of the manual bar screen, flow meter structure, recycle pump, irrigation pump station and piping.
- **TxDOT US 183 North Sewer Relocation, City of Breckenridge:** Project Manager for design and construction administration for the replacement of all existing sewer lines within the TxDOT right-of-way in preparation for the planned rehabilitation for US 183 North from the City's downtown area to north of the City Limits. The project included approximately 5,000 linear feet of 4-inch thru 15-inch SDR-26 PVC gravity sewer main along with steel encasement, manholes, service laterals and pavement replacement. The City contracted a utility contractor to construct the improvements and was reimbursed by TxDOT once complete. eHT coordinated with the TxDOT Brownwood District on behalf of the city from beginning to end. The project provided approximately $1.4 million of improvements.

- **Sayles Boulevard, City of Abilene:** Mr. Diller provided project management, design and construction management for the pavement rehabilitation along Sayles Boulevard from Buffalo Gap Road to South Danville Drive. Design tasks included analysis of the drainage patterns to identify areas where grade changes could improve flow, recognizing areas with heavy vehicle, bicycle, and pedestrian traffic specifically in the areas adjacent to the school, and identifying existing utilities that were a significant hazard to construction efforts. eHT recommended and the City ultimately chose to implement a few minor grade changes, construct heavy duty concrete pavement in intersections and the section of road in front of the school, and install bike lanes and sidewalks where none were previously located. The project included lime stabilization of the subgrade, 42,000 square yards of flexible base, 10,000 tons of hot mix, 5,000 square yards of concrete pavement, concrete valley gutters and drainage crossings, traffic signal improvements and a concrete intersection at South 27th Street, 7,400 square yards of milling and asphalt replacement, and 47,000 square feet of new sidewalk.
- **College Hills Boulevard, City of San Angelo:** Mr. Diller served as Principal-in-Charge for the management, design and construction administration for the replacement of aging roadway surface with full depth base, as well as drainage improvements along College Hills Boulevard (CHB). The project includes the rehabilitation of water and sewer utilities, roadway design, drainage evaluation and improvements, right-of-way verification, design survey, geotechnical investigation and the development of plans and specifications. Mr. Diller is assisting the City with development of solutions through a Master Drainage Plan and the City has applied for grant funding through the FHA BUILD program in order to fund drainage improvements. Implementation of an underground drainage system along CHB was evaluated but large flows and high water levels within the Red Arroyo limit the effectiveness of this system without some form of upstream improvement. In order to meet the City's budgeted timeline while drainage solutions are developed and evaluated, Mr. Diller is preparing a utility replacement package to bid prior to roadway improvements.
- **East North 10th and Maple Street Paving and Drainage Improvements, City of Abilene:** Project Manager for the evaluation and design of roadway improvements for East North 10th Street, including approximately 8,080 linear feet of hot mix asphalt and reconstructing and widening approximately 6,260 linear feet of roadway. The project includes a design of a five-lane roadway and the addition of a sidewalk along the south side of EN 10th Street. The project incorporated new curb and gutter.
- **Paving Improvements, Texas State Technical College Sweetwater:** Project Manager for improvements along Homer K. Taylor Drive and College Drive. The project consisted of the removal of existing pavement, installation of new flexible (HMAC) and rigid (Concrete) pavement, miscellaneous drainage improvements, sealcoating and striping.
- **Park Street Paving and Drainage Improvements, City of Breckenridge:** Project Manager for construction of approximately 1,000 tons of hot mix asphalt paving, 23,400 square yards of concrete paving, 32,900 square yards of flexible base material, 11,500 linear feet of 4-inch to 12-inch water line, 7,400 linear feet of 6-inch to 10-inch sewer line, 1,400 linear feet of 18-inch to 36-inch storm drain, including curb, gutter and sidewalks.
- **Central Business District Concrete Street Repair, City of Abilene:** Mr. Diller served as Project Manager for the identification and mapping of widespread pavement deficiencies within the 44-block Central Business District of Abilene. An aerial drone survey was performed and a base map was developed.
- **Paving and Sealcoat Project, City of Seminole:** Mr. Diller has served as Project Manager and provided design, bidding and construction management for the City of Seminole's annual sealcoat projects for the last several years. Each year, the project includes approximately 100,000 square yards of sealcoat work. eHT provides preliminary project evaluation, plan documents for bidding, construction management and inspection along with record keeping for the project.
- **Sidewalk Project, City of Eden:** Mr. Diller served as Project Manager and provided project management and design for 2,500 square yards of concrete sidewalk, curb ramps, driveways, curb and gutter and pedestrian lighting. The project is funded through the TxDOT Transportation Alternatives Program (TAP).
- **CDBG Street Improvement Project, City of Roma:** Mr. Diller provided project management and design for roadway pavement reconstruction of approximately 2,420 linear feet of North Gladiator Boulevard including removal of existing pavement, re-compaction of existing base material, new hot mix and replacement of concrete valley gutters and curb and gutter. The project received grant funding through the Texas Department of Agriculture Texas Community Development Block Grant Program.
- **CDBG Street Improvements, City of Albany**: Mr. Diller provided project management for the replacement of asphalt pavement for Conrad, Matthews and Gordon Streets from North 7th Street to North 10th Street. The project included 7,790 square yards of cement streets. The project utilized funds from the Texas Department of Agriculture Community Development Block Grant Program.

Jonathan Baum, PE
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Baum has 20 years of experience in the design of streets, water, sewer and gas lines, detention basins, water quality ponds, parking lots, storm drainage systems, retaining walls and stormwater pollution prevention plans. Mr. Baum's experience includes the design and plan production of over 50 residential and commercial developments. He has experience in project management, construction management and operations support.

PROJECT EXPERIENCE

- **Hogan-Wadley Elevated Storage Tank Improvements, City of Midland:** Mr. Baum provided engineering design for an elevated storage tank to provide storage and pressure in the project area. The project included construction of new yard piping and inlet riser pipe for the tank, including piping, flow control valve, flow meter and appurtenances.
- **Trunk Sanitary Sewer Line Replacement, City of Huntsville:** Project Manager for installation of approximately 4.6 miles of trunk main that serves the AJ Brown Wastewater Treatment Plant (WWTP), which is owned and operated by the City of Huntsville. The project included installation of approximately 1.1 miles of 48-inch PVC sewer line and 3.5 miles of 42-inch PVC sewer line. The project also included approximately 72 pre-cast concrete manholes and 15 branch connections.
- **Water Lines, Phase I, II and II, City of Missouri City:** Mr. Baum provided engineering design for the construction of transmission lines to carry treated water from the City's new surface water treatment plant (SWTP) to utility districts for distribution. Construction consisted of traditional open cut trench, as well as trenchless methods such as horizontal directional drilling, bore and jack and tunneling. There were several major obstacles along the path such as creek crossings, existing pipelines and a road and railroad crossing. The use of trenchless installation methods allowed the new transmission lines to be constructed without interrupting or damaging existing obstacles. To the south of the SWTP, 12,900 linear feet (LF) of 30-inch PVC line was constructed to reach Sienna Plantation Water Plant #1. Additionally, 6,680 LF of 10-inch PVC line was constructed along a parallel route. The pipeline functioned as an irrigation line to transport reuse water from the SWTP to the lake system in Sienna Plantation. To the north of the SWTP, 7,585 LF of 36-inch PVC line was constructed to a future Fort Bend Toll Road extension. From this location, the line was branched off for a future extension and then continued for another 3,615 LF as a 16-inch PVC line to reach Sienna Plantation Water Plant #2. A second line along this route consisted of 9,050 LF of 16-inch PVC line to the existing Well #5 in Sienna Plantation. The water from this well was used as a back-up supply source for the SWTP and could also be used as an aquifer storage and recovery line in the future. These transmission lines were adequately sized to allow for future extensions to the other utility district water plants in the area as the SWTP is expanded. Phase II of the project included expansion of the transmission system to Fort Bend County MUDs 46, 149 and 115/129. Transmission lines ranged in size from 8-inch to 36-inch.

EDUCATION

Bachelor of Science, Civil Engineering
Texas A&M University, 2003

REGISTRATIONS

Registered Professional Engineer – Texas #100982

PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Civil Engineers

Texas Society of Professional Engineers, Sporting Clays Tournament Chair

Hill Country Aggie Club

CERTIFICATIONS/EDUCATION

Erosion Control Materials and Soil Stabilization, Geo-Solutions, Inc.

Composite Elevated Water Tanks, Landmark Structures

Safety Inspection of In-Services Bridges, NHI/FHWA

Steel Bridge Design Conference, NHI/ NSBA LRFD

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Project Manager
Abilene, Texas
2008 - present

Matkin-Hoover Engineering & Surveying
Assistant Project Manager
Boerne, Texas
2004 - 2008

- **Access Business Park, Development Corporation of Abilene:** Mr. Baum provided project management and engineering design for 1,340 linear feet of street (Tower View Drive), 1,090 linear feet of street (Corridor Drive), concrete approach aprons, stormwater detention pond, 2,475 square yards of water line, manholes, 1,921 linear feet of 8-inch sewer line and 1,580 linear feet of sewer line.
- **Northwest Water Reclamation Plant, City of Lubbock:** Mr. Baum provided civil and site design for a 3 MGD treatment unit along with grading and drainage for the site as a subconsultant to Plummer.
- **Hawk Self Storage, Robco Construction:** Mr. Baum provided site plan design and construction plans for a self storage facility. The project included topographic survey, SWPPP and construction staking.
- **Stephenville Warehouse Expansion, FMC Corporation:** Mr. Baum provided project management for a 45,000 square foot warehouse expansion project in Stephenville, Texas for FMC Corporation. The project included geotechnical soil borings, laboratory soil sample analysis and recommendations for pavement sections and building foundation. The civil design services consisted of a site drainage plan including a storm drain system to collect roof drain piping and loading dock sumps, site grading plan and site paving plan.
- **Business Park Road and Drainage for Bowie Street, Eastland Economic Development:** Mr. Baum provided project management and design for roadway and drainage improvements for Bowie Street in the Eastland Business Park. The project included approximately 900 linear feet of concrete roadway, drainage improvements and commercial driveways.
- **Dollar Tree, Buffalo Gap, G2K Partners:** Mr. Baum prepared a subdivision plan for a new facility in Buffalo Gap, Texas.
- **Abilene Law Enforcement Center, City of Abilene:** Mr. Baum provided site grading and paving plans for a new parking lot and sidewalks for the facility. He provided design of the stormwater drainage plan and underground storm drain piping for landscaping areas.
- **Student Housing Apartments, Hardin Simmons University:** Mr. Baum provided site grading and layout of retaining walls between new apartment buildings and existing City streets. He provided construction layout of buildings, curb and gutter and site utilities.
- **Remington Ridge Church of Christ:** Mr. Baum provided site plan layout and construction plans for site grading, paving, site utilities and stormwater detention. The project included a TxDOT driveway permit.
- **Whistle Stop RV Park:** Mr. Baum provided site grading, drainage plans, and private water and sewer utilities for clubhouse, offices and RV spaces. The project included public utility easement dedication for a City sewer main extension and building elevation certificates. He provided construction layout for all utilities, site curbing and parking areas.
- **Hendrick Home for Children Residence Cottages:** Mr. Baum provided construction layout and resolved elevation datum differences between plans and current GPS datum.

- **Fort Concho Barracks 3 and 4, San Angelo Area Foundation:** Mr. Baum provided pre-design topographic and utility surveying and prepared plans for site grading and site utilities for the construction of the two new buildings on a historical site.
- **Hampton Hills Section 3:** Mr. Baum provided design for a new residential subdivision and provided construction plans that consisted of street paving, water lines and sewer lines to serve 28 new homes.
- **Dyess Air Force Base Hospital Facilities, SES Construction and Fuels Services, LLC:** Mr. Baum provided project management and site plan design for the construction of temporary mobile units to be used as a temporary office building for Dyess Air Force Base personnel while hospital offices are renovated.
- **Boot Ranch, Fredericksburg:** The project was located on 2,000 acres with Phase I consisting of 65 5-plus-acre home sites, requiring six miles of roads and the construction of sewer and water mains. Mr. Baum provided site and utility design and construction administration. He calculated grades of parking and sidewalks to ensure compliance with ADA requirements and coordinated routes of water, sewer and electrical lines.
- **Drivetime, New Braunfels:** Mr. Baum created a site demolition plan detailing the existing building and a dimensional control layout of building and parking to assist in field layout of the site plan. He designed a site grading plan that included parking and ADA accessible route.
- **World Savings and Loan, San Antonio:** Mr. Baum planned layout of numerous utilities for a new 96,000 square foot building in order to prevent conflict during construction on the existing 100-acre World Savings Campus site. He designed plan and profile to locate grades of an electric and communication duct bank and designed grades of approximately 235,000 square feet of parking.
- **Boerne Mercantile at Ye Kendall Inn, Boerne:** The expansion added a three-story retail building and additional parking. Mr. Baum designed a site grading plan and tied the new parking lot into the existing paving. He located both standard and header curb to allow for positive drainage of the existing improvements. He coordinated layout of a site utility plan and designed the 6-inch sewer lateral with proper grades. In addition, he determined locations of fire hydrants and delineated the fire lane. Other work included dimensional control layout and stormwater pollution prevention plan.
- **Fred Loya Insurance, San Antonio:** Mr. Baum designed a site grading plan and coordinated the design of water, sewer and irrigation services. He designed the 6-inch sewer lateral with proper grades and determined location of a fire hydrant and delineated the fire lane. Mr. Baum calculated the project drainage area and analyzed the effects of the increased stormwater runoff downstream. He submitted a drainage study to the City which contained stormwater runoff calculations for the 5-, 25-, and 100-yr storm events. He also prepared a dimensional control layout and stormwater pollution prevention plan and assisted in coordination with TxDOT to obtain a driveway permit.
- **Oak Creek Estates, Phase IA, New Braunfels:** The project consisted of the first 1,550 linear feet of the development's main entrance road and a 375 linear foot cul-de-sac with 16 lots. Mr. Baum assisted in determining street grades and detailed elevations of street intersections with "wash-out" crowns and concrete valley gutters to ensure proper drainage. He also designed approximately 2,200 linear feet of 8-inch sewer main and assisted in calculating drainage areas and sizing inlets, pipes and channels for the 1,650 linear foot storm drain system. He assisted in creating a water system plan, stormwater pollution plan and master drainage plan.

Colden S. Rich, PE
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Rich has 19 years of experience in the analysis, design, and management of water, wastewater, roadway, drainage, and site development projects for both municipal and industrial sector clients. He has experience evaluating and analyzing water treatment plants, water distribution systems, wastewater treatment plants, wastewater collection systems and storm drainage systems.

Mr. Rich regularly coordinates with state agencies in the development and review of wastewater discharge permits, water treatment and wastewater treatment sludge management permits, and CCN amendments. He has worked closely with both funding and regulatory agencies including TxDOT, TCEQ, GLO, USDA and TWDB. He develops engineering reports including documentation of results and recommendations, preparation of cost estimates and construction schedules and management of designers/drafters in preparation of associated exhibits.

PROJECT EXPERIENCE

- **Water Purification Plant LAS Conversion, City of Midland:** Project Engineer for raw water piping upgrades including new flow metering and chemical injection and conversion from anhydrous ammonia to Liquid Ammonium Sulfate with dual 6,000-gallon FRP tanks, new chemical metering systems and appurtenances. The project included electrical and SCADA improvements.
- **13.0 MGD SWATS Water Treatment Plant Evaluation, Brazos Regional Public Utility Agency (BRPUA):** Project Manager for the evaluation of the SWATS water treatment plant, which is currently rated to treat approximately 13.0 MGD through two parallel treatment trains. Each train utilizes a different process methodology. The original treatment train is based upon conventional treatment technology which utilizes a rapid mix system for flocculation, upflow solids contact clarifiers for flocculation and sedimentation and dual media filters for filtration. The second treatment train incorporates membrane filtration technology. This train utilizes a rapid mix system for flocculation, upflow solids contact clarifiers for flocculation and sedimentation, a pressure membrane UF system and a RO membrane filtration system.
- **DWSRF Water System Improvements, Arimak Water Supply Corporation:** Project Manager to address water system improvements needed due to numerous citations from the TCEQ for violation of drinking water quality standards for radionuclides, including an Agreed Order. The project includes installing at each of the two well location sites, a radium reduction system (RRS), a new metal ground storage tank (GST) and an emergency power generator.
- **Second Stage Drought Response Project - Raw Water Roughing Facility, City of Abilene:** Project Engineer for the planning, design, permitting and construction of the project including upgrading the existing PK Intake Pump Station owned by the Brazos River Authority, construction of approximately 42 miles of raw water, product water and concentrate pipelines, and the construction of a Raw Water Roughing Facility (RWRF), designed to desalinate raw PK water prior to being sent to Abilene for final, conventional water treatment.

EDUCATION
Bachelor of Science, Civil Engineering
Texas A&M University, 2007

REGISTRATIONS
Licensed Professional Engineer,
Texas #110231, 2011

PROFESSIONAL/CIVIC ORGANIZATIONS
American Society of Civil Engineers

American Waterworks Association

Texas Society of Professional Engineers

Water Environment Association of Texas

Christian Homes and Family Services, Trustee

Chi Epsilon, National Civil Engineering Honor Society

CERTIFICATIONS/EDUCATION
20 Under 40, Abilene Young Professionals

eHT Leadership Development Program, 2013

PUBLICATIONS/PRESENTATIONS
Presentations for Texas Water, TWUA and SCMA

Authored or Co-authored papers for Texas Water Conference

- **10.5 MGD Water System Improvements, Upper Leon River Municipal Water District:** Project Manager for the design and management of the incorporation of membrane filtration to the water treatment plant to enhance TOC removal prior to disinfection, thereby significantly reducing THM formation. In addition, the project included a new plate settler pretreatment system which utilized enhanced coagulation, which further reduced THM formation. In addition to pretreatment and filtration system improvements, the chemical feed system at the water treatment plant was upgraded to more closely dose and flow pace with daily treatment demands, further minimizing formation of THMs. ULRMWD's aging pump stations and residuals handling system were rehabilitated and upgraded as well.
- **7.0 MGD TWDB DWSRF Water Treatment Plant Pretreatment Improvements, Phase I - 3.5 MGD, City of Beeville:** Project Manager for a new pretreatment basin, including flocculation and sedimentation, clarifier rehabilitation and chemical system improvements at the Morrill Water Treatment Plant along with installation of a chloramine boosting station at the Clareville Booster Pump Station.
- **Water Treatment Plant Improvements, City of Breckenridge:** Project Manager for the design of surface water treatment plant improvements including clarifier improvements with the addition of plate settlers, dual media filter improvements, clearwell and pumping facility improvements, chemical facilities and SCADA improvements.
- **Water System Improvements, City of Stamford:** Project Engineer for a $20 million water system improvement project for the City of Stamford utilizing funding through the TWDB DWSRF. The City's existing raw water system consisted of a raw water pump station and transmission pipeline dating back to the original water treatment plant (WTP) construction. The project includes replacement and rehabilitation of a 15-mile-long, 18-inch diameter raw water transmission main from Lake Stamford to the water treatment plant and replacement of deteriorated distribution system to address water losses. Additional improvements included enhancements to the raw water pump station and water treatment plant. The water treatment plant project included construction of a new pre-treatment system, a complete membrane filtration system, a new high service pump station, electrical, controls, and rehabilitation and upgrades to additional components at the plant. The City's elevated storage tank was also replaced.
- **Radionuclide Treatment, City of Mason:** Project Manager for the City of Mason to address the need to improve its water system as a result of violations noted by the Texas Commission on Environmental Quality (TCEQ). Increasingly stringent regulatory requirements for radionuclides coupled with cyclical deterioration in raw water availability and quality are straining the capabilities of the City's existing water system. The quality of the City's groundwater sources are above the TCEQ's and EPA's Primary Drinking Water Standards Maximum Contaminant Level for Combined Radium and Gross Alpha Particles. As a result, eHT is providing project management and design of a radionuclide pilot and treatment project.

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Vice President
Abilene, Texas
2013 - present

KSA Engineers, Inc.
Project Engineer
Longview, Texas
2006 - 2013

- **Water System Improvements, Rolling Hills Water System:** Project Engineer for the addition of treatment facilities for the groundwater to include MF/RO and iron removal; Replacement of approximately 10,100 linear feet of 4-inch and 2-inch waterlines and associated appurtenances; Replacement of 20,000 gallon Steel Bolted Ground Storage Tank; Replacement of 2,000 gallon Hydropnuematic Tank (HPT); Replacement of 5-Hp Pump Station and associated appurtenances; Replacement of the existing Pump House; and, Replacement of current water meters with AMR meters.
- **Water System Improvements, Stephens Regions Special Utility District:** Project Manager for the evaluation and review of the existing reverse osmosis system and evaporation ponds to determine system capacity and provide recommendations. The project then included improvements to the concentrate evaporation ponds and installation of two concentrate evaporators, evaporator connection stations and electrical system improvements.
- **Water Treatment Plant Improvements, Eastland County Water Supply District:** Mr. Rich provided technical design for the Eastland County Water Supply District (WSD) water treatment plant improvements, including replacement of the existing 6 MGD granular media filtration system with a new ultrafiltration (UF) membrane filter system; sedimentation basin improvements; upgrade of the existing chemical feed systems; upgrade of the existing high service pump station; conversion of existing plant structures to a new solids handling system; upgrade of the existing ground storage tanks; and multiple distribution/ transmission system improvements. Because membrane filtration is still considered an innovative technology by the TCEQ, site-specific performance pilot testing was required, and was completed by eHT, including evaluation of a Pall pressure membrane filtration system (microfiltration) and one of the first tests in Texas of a GE pressure filter system (ultrafiltration). The project will improve the reliability of the District's water treatment plant to consistently provide quality water to its customers and comply with TCEQ requirements.
- **Water Treatment Plant Improvements, Lake Palo Pinto Area WSC:** Project Manager for the evaluation and design of surface water treatment plant improvements. Mr. Rich performed a condition and capacity analysis of each of the process areas to determine condition and capacity of each treatment unit. The project increased clarifier capacity by 40%. The project included additional dual media filters, clearwell improvements, pumping facilities, chemical facilities, sludge handling facilities and SCADA improvements.
- **ARPA Water System Improvements, City of Seminole:** Mr. Rich served as Project Manager for water well improvements and extension of existing utilities to properties annexed by the City. The project included construction of a transmission pipeline from the Silver Layer Logistics Well Field to the City well field.
- **NW Water Reclamation Facility Outfall Line, City of Lubbock:** Mr. Rich provided project management and engineering design for 19,000 linear feet of 36-inch pipeline for the City of Lubbock Northwest Water Reclamation Facility Outfall Line.

WASTEWATER

- **Wastewater Treatment Plant Blower Improvements, Acton Municipal Utility District:** Project Manager for the removal of existing blowers and associated piping, partial demolition of the existing blower building, installation of new blowers and piping and expansion of the blower building. The project included electrical and controls improvements.
- **Wastewater Treatment Plant, City of Tolar:** Project Manager for a new wastewater treatment plant (WWTP) with an estimated design capacity of 0.3 million gallons per day (MGD) including a mechanical bar screen, an influent lift station, a new sequencing batch reactor (SBR) treatment system, effluent disinfection, waste-activated sludge (WAS) thickening and storage, solids dewatering and a SCADA system.
- **3.0 MGD MBR Northwest Water Reclamation Plant, City of Lubbock:** Mr. Rich provided technical design support to Plummer for the design of a new 3.0 MGD MBR WWTP, to be constructed in northwest Lubbock. The project included flow equalization, Carousel BNR and flat sheet MBR processes.
- **1.0 MGD SBR Wastewater Treatment Plant Expansion, City of Glen Rose:** Mr. Rich provided technical design for this $8.37 million project. Having exceeded the service life for treatment units, Mr. Rich designed a new 1.0 MGD treatment facility. The new WWTP facility was funded under the TWDB's EDAP program, which required the completion of a facility engineering plan to complete the planning process, and is a more significant effort than what is required for typical TWDB-CWSRF projects.

Because of the City's requirements for Type I reuse capability, improved system redundancy, implementation of an automated SCADA system, and the flexibility to meet nutrient limits in the future, the City and eHT focused on process alternatives incorporating either CAS, MLE, BNR, SBR, or MBR technologies in order to meet the City's project goals. After completing a detailed evaluation of each process option, an SBR system was selected by the City, supported via the use of an MLE process for energy recovery and tertiary filtration to meet Type I reuse goals. The new WWTP includes a mechanical bar screen, grit removal system, an influent wastewater pump station, a secondary MLE-SBR process designed for enhanced energy recovery, tertiary filtration using cloth disc filters, chlorine disinfection, aerobic solids storage and mechanical solids dewatering.

- **0.4 MGD Wastewater Treatment Plant, City of Cisco:** Mr. Rich provided engineering design for the project, which included flow equalization, BNR and "Flex MBR" hollow fiber MBR processes and the replacement of the main lift station that transports raw sewage to the wastewater treatment plant (WWTP). The project incorporated a screening system to the main lift station; replaced the Humble Town sanitary sewer lift station that was in violation; included construction of a new mechanical WWTP to support sending reclaimed water to Lake Bernie to augment raw water inflows into Lake Cisco; and, constructed a new reuse pump station and transmission line from the new WWTP to Lake Bernie.
- **0.95 MGD Wastewater Treatment Plant, City of Breckenridge:** Project Manager for rehabilitation of City's extended aeration wastewater treatment plant. The project addressed challenges with infiltration and inflow into the City's wastewater collection system. The project included construction of a new clarifier, converting the existing small clarifier to a sludge holding tank and rehabilitating the rest of the plant.
- **Wastewater System Improvements, City of Sterling City:** Project Manager for expansion of the existing irrigation pond and rehabilitation of the existing lagoon system.

MODELING

- **Wastewater Model Development, City of Slaton:** Project Manager for the development of a wastewater model utilizing Innovyze InfoSWIMM software for the City's collection system for use in development reviews and future wastewater system improvements.
- **Hydraulic Water Model Development, City of Slaton:** Project Manager for the development of a hydraulic water model utilizing Innovyze InfoWater software for the City of Slaton's distribution system for use in development reviews and future water system improvements.

CIVIL

- **Plan Review for Proposed Residential Developments, City of Slaton:** Project Manager for the evaluation of proposed developments planned throughout the City of Slaton. The project includes evaluation of the ability of the City's existing water and wastewater infrastructure to provide adequate service to proposed residential developments.
- **Roadway Repair and Maintenance Assistance, The Hills Above PK:** Project Manager for a detailed evaluation of roadways and paved surfaces maintained by The Hills to identify critical pavement repair areas requiring immediate attention. The project included a roadway evaluation and assistance in planning for maintenance activities and rehabilitations.
- **Pavement Improvements, City of Seminole:** Project Manager pavement cores, rehabilitation design and construction management of approximately 7,139 square yards of pavement.
- **Development Review, City of Smyer:** Project Manager for the review of the City's infrastructure to service proposed developments.
- **Subdivision Rule Development, Gaines County:** Project Manager for implementation of subdivision rules for the County.

BJ Prichard, PE
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Prichard has 22 years of experience in the design and management of a wide variety of projects involving stormwater management, pavement and thoroughfare design, and municipal water sewer utility infrastructure systems. With focus around private commercial and residential developments, Mr. Prichard has successfully collaborated with mutli-disciplined / multi-firm project teams to meet challenging project design requirements and deliverable schedules. His experience encompasses all aspects of residential subdivision planning, roadway layout and design, public water and sewer infrastructure design, and stormwater analysis and mitigation.

In addition to the private commercial and residential sector, Mr. Prichard also has a variety of experience in the design and management of municipal utility improvement and expansion projects involving water, wastewater and reclaimed water systems. Mr. Prichard has experience working in several hydraulic modeling software platforms including Bentley System's WaterCAD program as well as Innovyze's InfoWater and InfoSWMM modeling programs. He has completed multiple IACET accredited training courses in the areas of potable water and wastewater model development.

PROJECT EXPERIENCE

RESIDENTIAL SUBDIVISION PLANNING AND DESIGN

- The Village at Allen Ridge (ACU), Commercial and Mixed-Use Development
- Tributes at Double Eagle, Phases I and II, Stockard Investments
- Sierra Sunset Duplex Development, G4 Assets
- Aguilar Iberis Road Development, Cory Aguilar
- Land Development Plan for Residential Subdivision, Legacy Funeral Holdings
- Sierra Sunset Apartments, Tigris
- The Lofts at Allen Ridge (ACU)
- Springtown Residental Development, Taylor Christian
- Autumn Sage Development, Autumn Sage Apartments Retirement Community
- Hardin Simmons University, Student Housing Complex
- FM 707 Subdivision, Lantrip's Homes
- Tuscany Ridge Subdivision, Sections 1-3
- Caprock Ridge Addition, Phases I and II, Stockard Investments
- South Ridge Crossing, Phases I and II
- Hampton Hills, Sections 4-6

EDUCATION

Bachelor of Science, Civil Engineering, Texas Tech University, 2003

REGISTRATIONS

Registered Professional Engineer — Texas #101233, 2008

PROFESSIONAL/CIVIC ORGANIZATIONS

Leadership Abilene

CERTIFICATIONS/EDUCATION

Innovyze Advanced Water Modeling Seminar, 2017

InfoSWMM Modeling Training Course, 2017

H2OSurge Transient Modeling Course, Innovyze, 2014

eHT Leadership Training Seminar, 2014

Project Management Seminar, eHT, 2011

H2OMap Water / H2OMap SWMM Modeling Training Course, 2008

H2OMap Water Distribution Modeling, 2007

H2OMap Sewer Collection System, 2006

Managing Floodplain Development through the NFIP, Emergency Management Institute/FEMA, 2006

Stormwater Management Seminar, TCEQ, 2005

HEC-RAS Computer Workshop, ASCE, 2005

- Lonestar Ranch (Residential and Commercial Development), Sections 1-6
- Tuscany Trails Subdivision, Sections 1-4
- Musgrave Boulevard Apartment Complex
- Greystone Estates
- Vaquero Ranch
- Mountain Shadows Ranch
- Sandy Creek Village
- Pebble Beach, Sections 2-3
- The Reserve Apartment Complex
- The Grove Apartment Complex

PUBLIC / PRIVATE COMMERCIAL SITE DEVELOPMENT

- **Abilene Christian University:** Moody Coliseum; Irrigation Pump Station Renovation; Entrance Lake; Cullen Auditorium Drainage; Wildcat Stadium; Tennis Complex; Teague Parking Lot; Softball Pitching Building; Golf Clubhouse; Moody Coliseum; Barrett Residence Hall; New Residence Halls 1 and 2; Sewell Hall Renovation
- **Hardin-Simmons University:** Student Housing Phase 1 and 2; New Batting Cage Facility; Miscellaneous Services
- **McMurry University:** Student Center Renovation
- **Hamilton General Hospital, New Clinic Building, Downing Ferguson and Peeples, LLC:** Project Manager for civil site development for a new medical clinic located in Hamilton.
- **Camp Able Facility Expansion, Camp Able of Buffalo Gap:** Project Manager for site development plans and drainage plans for a new facility located north of Buffalo Gap.
- **Fulwiler Road Paving Improvements, Five Points Business Park:** Civil and site design, bidding and construction phase services for reconstruction of Fulwiler Road and other paving improvements in the Five Points Business Park.
- Abilene Law Enforcement Center, Tim Rice McClarty:
- **Baseball Training Facility, Darin & Noah Albergucci:** Project Manager for City site plan, drainage plan, and grading plan for a training facility off of East Highway 80.
- **Springhill Suites by Marriott, ICON Development:** Project Manager for design and construction phase services for a new hotel development located within the Allen Ridge development.
- **All-Kind Animal Adoption Center, Tim Rice McClarty:** Project Manager for civil design for a new animal shelter located on East South 11th in Abilene including grading, drainage and utility designs.

CERTIFICATIONS/EDUCATION (CONT.)

Concrete Inspection Course, TxDOT, 2004

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Senior Project Manager
Abilene, Texas
2003 - present

- **West Texas Rehabilitation Center, HKS Architects:** Project Manager for site and civil design for a new 120,000 square foot building for the West Texas Rehabilitation Center in Abilene.
- **FM 1750 Self Storage, Arbor Grove Properties:** Grading and drainage plan for new self storage facility.
- **Resource Care Clinic, Baird, Parkhill:** Project Manager for civil design for a small medical office facility in Baird.
- **Lithia Toyota Service Center, Parkhill:** Engineering design for new service center annex located on Curry Lane in Abilene. Phase I is a parking area expansion and Phase II includes the building and adjoining facilities.
- Cross Plains Rural Health Clinic
- Lyndale Memory Care Facility
- Eastland Rural Health Clinic
- Wylie ISD Floating Irrigation Pump Station
- Disability Resources, Inc. Housing Expansion
- Access Business Park, Development Corporation of Abilene (DCOA),
- **Abilene ISD:** Johnston Elementary; Lee Elementary; Austin Elementary; Taylor Elementary
- **Athletic Facility Renovations:** Abilene High School; Cooper High School; Madison Middle School; Mann Middle School; Clack Middle School; AISD Shotwell Stadium; Abilene Christian Schools; AISD Shotwell Pressbox; Hardin-Simmons University
- Atmos Energy, Turcotte Development Group
- Bright Farms Greenhouse, Welty
- First Financial Bank Facilities in Abilene, San Angelo, New Waverly, Conroe and Orange
- Noah Project Renovation, ACI Enterprise
- Buffalo Gap Road Car Wash, E2 Holdings
- Abilene Zoo Improvements, Parkhill
- **Wesley Court Housing Expansion, ER PropCoWC:** Cottage and housing expansion including street extension, utility extension, grading and drainage.
- **Stonewall County Nursing Facility, GSC Architects:** Civil site plans, grading, drainage and paving
- Abilene Regional Airport: Terminal Area Parking Improvements
- **Hendrick Medical Center:** Southside Medical Office Plaza/ER; Pediatric Therapy Gym Expansion; Hospice Facility; Texas Tech Medical School Facilities; Pediatric Gym; Dialysis Clinic
- Reagan County Hospital Campus
- Taylor County Expo Center Renovation
- Multiple Restaurant Projects including: Blue Sky, Buffalo Wild Wings, Taco Bell, Starbucks, Miguels, and Taco Casa

DRAINAGE / STORMWATER / WATER

- **Catclaw Creek Drainage Improvements, City of Abilene:** Project Manager for development of master planned projects for Catclaw Creek between South 7th and South 11th in Abilene. The project included channelization, detention, permitting, grant applications and street improvements.

- **Comanche Creek Stormwater Control System, Pecos County:** Mr. Prichard served as the Project Manager for the project which involved development of a detailed feasibility analysis evaluating the potential conversion of Comanche Creek Dam and reservoir into a large regional detention pond and stormwater control system, ultimately allowing the aging dam structure to be de-commissioned. Win TR20 and Bentley Systems PondPack modeling software were used to calculate the peak stormwater runoff rates and volumes and HEC-RAS was utilized to model the downstream receiving stream to establish to 1% annual flood plain and floodway boundaries.
- **Drainage Evaluation, City of Eastland and Eastland Community Foundation:** Mr. Prichard developed a detailed drainage evaluation for planned residential subdivision development in the City of Eastland. The evaluation analyzed the available carrying capacity for several existing drainage control devices (including culverts and channel systems) impacted by the proposed subdivision and developed a list of recommended improvements. The recommended improvements were ultimately incorporated into infrastructure improvement plans to support the proposed development.
- **Drainage Evaluation, City of Sonora:** Mr. Prichard provided drainage evaluation of an existing residential area located in the Central portion of the City resulting in several recommendations for improvements to address complaints and noted drainage deficiencies.
- **Johnson Draw Evaluation, Crockett County:** Mr. Prichard provided drainage evaluation for Johnson Draw, which runs through the center of the City of Ozona. Mr. Prichard made recommendations for a bridge structure to cross the main channel. The evaluation encompassed a drainage basin over 100 square miles in size and included five soil conservation service dams.
- **Effluent Water Transmission System, City of Abilene:** Mr. Prichard developed a fully dynamic hydraulic computer for the City of Abilene's Effluent Water Transmission system utilizing the Innovyze H20Map Water (Suite V8.1). The modeling included over 218,900 linear feet of pipe ranging from 6" to 33" and two pump stations.
- **Rainy Creek Flood Analysis, City of Abilene:** Mr. Prichard prepared a detailed hydrologic and hydraulic analysis for a portion of Rainy Creek located in Abilene, Texas. This analysis included the development stormwater runoff under multiple different storm events and the development of a hydraulic model of the stream using the Corp of Engineer's HEC-RAS software. The model was ultimately utilized to develop detailed flood maps for the conversion of several Zone A flood hazard areas to Zone AE hazard areas with established regulatory floodways.

HYDRAULIC WATER MODELING AND ANALYSIS

Mr. Prichard has experience in hydraulic modeling and design of water and wastewater piping and pumping systems. Utilizing a variety of modeling software, he has constructed fully dynamic hydraulic computer models for analysis and design including the addition / deletion of service connections and has kept track of current and future infrastructure needs for clients.

- Hydraulic Modeling and Analysis and Reclaimed Water System Master Plan, City of Abilene
- Wastewater Collection System Master Plans (2010 and 2017), City of Abilene
- Water Distribution System Modeling and Analysis, City of Albany
- Water Distribution System Modeling, View-Caps Water Supply Corporation
- Multi-phased Potable Water Transmission System Hydraulic Modeling and Analysis, City of Missouri City
- Potable Water Transmission System Hydraulic Modeling and Analysis, Eastland Water Supply Corporation
- Water Distribution System Modeling and Analysis, City of Breckenridge
- Water Distribution System Modeling and Analysis, City of Roscoe
- Water Distribution System Modeling and Analysis, City of Winters
- Water Distribution System Modeling and Analysis, Lake Palo Pinto Area WSC
- Raw Water Transmission System Hydraulic Modeling and Analysis, West Central Texas Municipal Water District

- Water Distribution System Modeling and Analysis, Red Creek Municipal Utility District
- Water Distribution System Modeling and Analysis, Possum Kingdom Water Supply Corporation
- Water Distribution System Modeling and Analysis, Green Springs WSC
- Water Distribution System Modeling and Analysis, Mitchell County Utility System
- Water Distribution System Modeling and Analysis, City of Big Lake
- Water Distribution System Modeling and Analysis, City of Sonora
- Water Distribution System Modeling and Analysis, City of Stamford
- Comanche Creek Stormwater Control System, Pecos County
- Drainage Evaluation, City of Sonora
- Drainage Evaluation, City of Eastland and Eastland Community Foundation
- Johnson Draw Evaluation, Crockett County
- Rainy Creek Flood Analysis, City of Abilene
- Gonsolus Creek Flood Evaluation, City of Abilene
- Water System Improvements, Pecos County Fresh Water District

MUNICIPAL WATER AND SEWER UTILITIES

- **Wastewater Master Plan, City of Abilene:** Mr. Prichard provided design of a comprehensive Master Plan along with a computerized system model for the City. Key components included basis of planning memorandum providing population and wastewater flow projections; inventory of existing wastewater collection; results of field flow monitoring; recommendations for system improvements; investigation of a satellite treatment plant; and final master plan including system recommendations and capital needs.
- **Sanitary Sewer Repair, Abilene State Supported Living Center:** Mr. Prichard provided project management and design for the replacement / rehabilitation of approximately 18,000 linear feet of cast iron and clay tile pipe at the Abilene State School Facility. The sanitary sewer system was in place for 100 years and was extremely poor condition. Unique challenges involved requirements for limited open excavations, protection of the residents and a need to maintain full functionality of the system at all times. Many main collection lines were under streets or in other inaccessible locations such as below building foundations. In order to accommodate these issues, CIPP lining was used to rehabilitate the collection mains (6-inch, 8-inch, 10-inch, and 12-inch) restoring virtually each lines full service capacity. Additional line work was accomplished with pipe bursting.
- **Water System Improvements, View-Caps Water Supply Corporation:** Water Contract Amendment, Ground Storage Tank, New High Service Pump Design, Buffalo Gap Road Pump Station Improvements.
- **Pecan Street Sewer Extension, City of Abilene:** Project Manager for 500 feet of sanitary sewer extension on Pecan Street between South 2nd and South 3rd.

Brittany White, PE
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Ms. White has 13 years of experience working on projects in the water, wastewater, oil, gas, and chemical industries. Her experience includes piping design including pressure drop calculations, hydraulic calculations, specifying and purchasing equipment, relief valve sizing, development of piping and instrumentation diagrams and equipment drawings, and pump sizing. Ms. White has experience managing various engineering projects. As a project engineer in the water and wastewater process group, Ms. White prepares engineering feasibility reports, basis of design reports, and regional planning reports. She has worked on the design of municipal and private water and wastewater treatment projects.

PROJECT EXPERIENCE

- **3.5 MGD Wastewater Treatment Plant, Town of Pecos City:** Project Engineer supporting the design of an upgraded WWTP that will include both coarse and fine mechanical screens, a grit removal system, an influent wastewater pump station, flow equalization systems, a secondary BNR process designed for enhanced biological phosphorus removal, enhanced energy recovery and tertiary filtration using MBR membrane filters, chlorine disinfection and aerobic solids digestion and disposal. The lagoon WWTP serving the Town of Pecos was originally constructed in the 1980s. The Town's WWTP has a current capacity of 1.6 MGD, though due to historical oil development in the area, the WWTP will need to be expanded to 3.5 MGD. However, the Town's existing Texas Land Application Program (TLAP) permit utilizes the limit of the Town's available land application site, and addition of a new Texas Pollutant Discharge Elimination System (TPDES) to support the additional flows will require significant nutrient removal capability, as the nearby receiving stream (Pecos River) has virtually no assimilative capacity for dilution of nutrients.
- **1.6 MGD Water Treatment Plant, Corix Utilities, Texas:** Ms. White provided engineering planning and design as part of the planning phase for an improvements project for the Lometa Water Treatment Plant. An assessment of the existing treatment facility, including an in-depth analysis of historical operating performance, was prepared and various treatment technologies were evaluated, including Total Organic Carbon reduction using strong oxidants, enhanced coagulation, and membrane filtration. For the membrane filtration process, Corix and eHT evaluated using ceramic membranes. Final recommendations were based on a thorough evaluation of the treatment processes, including capital and operating expenses to develop comparative life cycle cost analyses.
- **18 MGD Water Treatment Plant Expansion, Community Water System:** Ms. is providing conceptual planning and design for expanding the existing 10 MGD water treatment plant to 18 MGD.
- **0.3 MGD Wastewater Treatment Plant, City of Tolar:** Project Manager for a new wastewater treatment plant (WWTP) with an estimated design capacity of 0.3 million gallons per day (MGD) including a new sequencing batch reactor (SBR) treatment system and appurtenances.

EDUCATION
Bachelor of Science, Mechanical Engineering, Texas Tech University, 2012

REGISTRATIONS
Licensed Professional Engineer — Texas #128714, AR #23152, CA#40204

PROFESSIONAL/CIVIC ORGANIZATIONS
Texas Society of Professional Engineers (TSPE)

CERTIFICATIONS/EDUCATION
AutoCAD 2D, Inventor MATLAB, AutoPipe

PUBLICATIONS/PRESENTATIONS
Time to Upgrade/Expand or Stay with Conventional or Move to Membrane?, CWT Regional School, 2023

PROFESSIONAL ENDEAVORS
Enprotec / Hibbs & Todd, Inc.
Project Manager
Abilene, Texas
2021- present

Lauren Engineers & Constructors, Inc.
Mechanical Engineer
Abilene, Texas
2018 - 2021

N.D. White Engineering Services, Inc.
Project Engineer
Abilene, Texas
2017 - 2018

Brittany White, PE
Enprotec / Hibbs & Todd, Inc.

- **Stein Falls Wastewater Treatment Facility Expansion, Guadalupe-Blanco River Authority:** Ms. White is providing design for master planning for current and future expansions of the treatment facility.
- **Water Master Plan and Update, Parker County Special Utility District:** Ms. White assisted with the hydraulic model of the District's water distribution system to address planning for growth.
- **Enterprise Tank Farm Expansion, Midland, TX:** Ms. White was the Project Engineer for a tank farm expansion project for Enterprise, which included the addition of 3 crude oil storage tanks, 6 vertical can booster pumps, and 2 underground sump tanks. She managed the engineering portion of the project to maintain the project schedule. The piping system was designed per ASME B31.4 "Pipeline Transportation Systems for Liquids and Slurries". She worked on the piping system design which involved reviewing the P&IDs and checked isometric piping drawings, which were used for fabrication. This involved reviewing the layouts, pipe supports, materials of the system, process conditions, coating requirements, and the hydrostatic testing pressure. She also was the testing director for the piping hydrostatic tests which involved calculating the testing pressure limits, reviewing the pressure/temperature information during and after testing, and creating a sealed maximum operating pressure report after the test has been completed.
- **Seadrift Coke Filtrate Modules, Port Lavaca, TX:** Ms. White as a mechanical design engineer for the engineering, procurement, and construction of a coke filtrate module. The module contained two 46" diameter filter vessels that filtered slurry oil, a backwash receiver tank, and a nitrogen gas stabilizer tank. She was responsible for the piping design of the module including review of piping and instrumentation diagrams, calculation of hydrostatic testing pressures based on ASME B31.3, and sizing of the four pressure relief valves. She was also responsible for the procurement of the piping materials including control valves and steam traps.

PROFESSIONAL ENDEAVORS (CONT.)

Fluor
Piping Material Engineering
Sugar Land, Texas
2012 - 2017

Corder Norris, EIT
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Norris has worked on a variety of civil and municipal projects in Texas. His experience includes paving and drainage, pond design, site development, client coordination and cost estimation. Additionally, he is experienced with utility design, including water distribution, wastewater and site utilities. He has provided environmental support including assisting with development of stormwater pollution prevention plans and site inspections to identify possible contaminants on construction sites.

PROJECT EXPERIENCE

- Downtown Paving Project, City of Eden
- E.N. 10th Street Roadway Rehabilitation and Reconstruction, City of Abilene
- Athletic Facilities, Parking and Paving Improvements, Caldwell ISD
- Industrial Park Paving Renovations, City of Eden
- Annexed Properties Utility Improvements, City of Seminole
- Stormwater Pollution Prevention Plan- Sierra Sunset Apartment Additions
- Public Works Building, City of Clyde
- Carter Asset Management Office Building, Parkhill
- US 190 Waterline Relocation, TxDOT/Lometa
- US 180-FM 3099 Utility Relocation, City of Breckenridge
- E.N. 10th Street Utility Relocation, City of Abilene
- South 14th Street Pedestrian Improvements, City of Abilene
- Shotwell Stadium Pressbox, Abilene ISD
- Paving and Drainage Improvements, Hanner Chevrolet
- Track and Field Improvements, Alice ISD

EDUCATION

Bachelor of Science, Civil Engineering, Angelo State University, 2021

REGISTRATIONS

Engineer in Training

PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Civil Engineers

Angelo State Ramgineers

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Staff Engineer
Abilene, Texas
2022 - present

Harding Earthworks
Project Engineer Intern
San Angelo, Texas
2020 - 2022

Donald S. Mattern, PE
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Mattern has over 21 years of experience as a lead electrical engineer and technical expert in the detailed design of electrical and SCADA systems. Responsibilities and experience include planning, design, construction and commissioning of electrical and SCADA systems in water and wastewater treatment plants, as well as projects in power and oil and gas.

PROJECT EXPERIENCE

- **Solids Handling Improvements, City of Midland:** Mr. Mattern provided the complete electrical design for water purification plant solids handling facilities.
- **Wastewater Treatment Plant #2, Acton Municipal Utility District:** Mr. Mattern provided the complete electrical design for a wastewater treatment plant which included an Influent lift station, mechanical screen, grit removal system, and secondary treatment.
- **Northeast Water Treatment Plant SCADA Improvements, City of Abilene:** Mr. Mattern provided the complete electrical design for the upgrade and improvement of the existing plant SCADA system at the Abilene Northeast Water Treatment plant.
- **Navajo Refinery Wastewater Treatment Plant, Holly Frontier Corporation, Artesia, NM:** Mr. Mattern provided the complete electrical design for a wastewater treatment plant addition to the Navajo refinery.
- **Huckleberry Sewage Lift Station, City of Abilene:** Mr. Mattern provided the complete electrical design including the new electrical service, pump control panels and emergency generation system for the new lift station.
- **New Deal Estates Subdivision Phase II Sewage Lift Station, City of New Deal:** Mr. Mattern provided the complete electrical design including the new electrical service, pump control panels and emergency generation system for the new lift station.
- **FEMA Emergency Sirens, City of Cisco:** Mr. Mattern provided the complete electrical design and project management for the City of Cisco's 6 Emergency Sirens.
- **Corix Lometa Water Treatment Plant 250,000 Gallon GST Addition, Corix Utilities:** Mr. Mattern provided the complete electrical design for the installation of a new 250,000 Gallon Ground Storage Tank.
- **Granbury Lift Station 13 , City of Granbury:** Mr. Mattern provided the complete electrical design including the new electrical service, pump control panels and emergency generation system for the new lift station.
- **Granbury Main Lift Station, City of Granbury:** Mr. Mattern provided the complete electrical design including the new electrical service, pump control panels and emergency generation system for the new lift station.

EDUCATION

Bachelor of Science, Electrical Engineering, Texas Tech University, 2005

Nuclear Power Training Unit, Ballston Spa, NY

Naval Nuclear Power School, Orlando, FL

Nuclear Field Electrician 'A' School, Orlando, FL

REGISTRATIONS

Licensed Professional Engineer - TX#106161, NM#21499, AR#22184

NCEES Record, MLE/IRPE Record #17-473-21

Association of Professional Engineers and Geoscientists of Alberta Canada License #157833

PROFESSIONAL/CIVIC ORGANIZATIONS

Institute of Electrical and Electronics Engineers (IEEE)

Institute of Electrical and Electronics Engineers Power & Energy Society (IEEE-PES)

National Society of Professional Engineers (NSPE)

Texas Society of Professional

Engineers (TSPE), President of Abilene Chapter (2022-present) Vice President (2015-present), Treasurer (2012-2015)

American Legion

- **0.3 MGD Wastewater Treatment Plant, City of Tolar:** Mr. Mattern is providing the complete electrical design for a wastewater treatment plant which includes an Influent lift station and secondary treatment.
- **Stein Falls Wastewater Treatment Facility Expansion, Guadalupe-Blanco River Authority:** Mr. Mattern is providing the complete electrical design for the current and future expansions of the water treatment facility.
- **Wastewater Treatment Plant Improvements, City of Cisco:** Mr. Mattern provided the complete electrical design for a wastewater treatment plant which included an influent lift station, mechanical screen, grit removal system and secondary treatment.
- **Water Treatment Plant, City of Clyde:** Mr. Mattern provided the complete electrical design for the upgrade of the City of Clyde Water Treatment Plant.

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Senior Electrical Engineer
Abilene, Texas
2021 - present

Lauren Engineers & Constructors, Inc.
Engineer
Abilene, Texas
2005 - 2021

United States Navy
Electric Plant Operator/Electricians
Mate 2nd Class (E5)
1993-1999

Scott Yungblut, PE
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Yungblut has 30 years of experience in performing engineering analysis and design on geotechnical and construction materials testing projects throughout Texas, Louisiana, Arkansas and Oklahoma. He supervises and manages eHT's soil and materials testing laboratory responsibilities including proposal preparation, field investigation, field and laboratory analysis, report preparation and construction quality assurance and quality control.

The eHT laboratory staff utilizes state-of-the-art equipment and instrumentation. eHT procedures and methodologies conform to federal and/or state standards such as American Standards and Testing Methods (ASTM), TxDOT and American Concrete Institute (ACI).

PROJECT EXPERIENCE

Geotechnical Expertise

Mr. Yungblut's geotechnical expertise includes:

- Subsurface Exploration
- Soil Property Evaluations
- Shallow and Deep Foundation Design Recommendations
- Foundations on Expansive Soils
- Pavement Design and Evaluation
- Roadway and Parking Lot Upgrades
- Airfield Pavements

Notable Civil Projects

- Abilene ISD: Various new schools and athletic facilities
- City of Midland Monopole Tower Sites
- Lamesa High School Improvements
- Hampton Inn & Suites, Lubbock
- Abilene Fire Training Academy
- Burger King/Popeyes, Midland
- Chisolm Truck Stop, Lubbock
- Hendrick Home for Children, Main Building, Abilene
- Avis Lube 126, Midland

EDUCATION

Bachelor of Science, Civil Engineering
University of Texas at Arlington, 1993

REGISTRATIONS

Registered Professional Engineer – Texas #85640, 1999

CERTIFICATIONS/EDUCATION

Concrete Evaluation and Repair I & II, 2011

Retaining Wall Design, 2010

Shrink Swell Soils, Texas A&M

Forensics Engineering Conference, 2007

Texas Accessibility Academy, 2005

TxDOT HotMix (HMACP) Inspector, 2003

ParSales Training, 1996

Dale Carnegie Leadership Course, 1995

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Vice President
Abilene, Texas
2000 - present

Giles Engineering Associates
Project Engineer
Dallas, Texas
1997 - 2000

Professional Service Industries, Inc.
Project Manager, Department Manager, Technician, Geotechnical Services
Dallas, Texas
1994 - 1997

- Burger King, Monahans
- La Bonita Inn & Suites, Big Lake
- Wylie East Elementary School and Junior High School, Abilene
- Abilene Christian University Football Stadium
- Wylie Performing Arts Center
- Seminole Community Center
- Dovetail Apartment Development, Lubbock
- Fullenwider Dodge, Snyder
- City of Abilene Fire Station #4
- Dollar Tree, Midland
- TPWD Lake Brownwood Wastewater Treatment Plant
- Kent Kwik, Haskell
- Oncor Addition, Midland
- Wylie East Elementary School
- Granbury Medical Office Building
- Dyess AFB: Dyess Memorial Park, Taxiway and B-1 Apron, Firing Range, CE Consolidation Building 8007, Dyess AFB FamCamp, Fuel Distribution Site
- City of San Angelo: 19th Street Sports Complex and Firehouse #4, #5 and #7
- FedEx Ground Building and Pavements
- Abilene Regional Airport Runway and Taxiway Renovations
- HMC - TTU School of Nursing, Abilene
- Abilene ISD: Myra P. Martinez Elementary School
- Texas Healthcare Linen, Abilene
- ACU Recreation Center and Natatorium Expansion, Abilene
- Hendrick Medical Center - Phase II Expansion
- City of Lubbock, Southwest Pump Station
- Wylie ISD: Wylie Middle School
- First Community Federal Credit Untion, Midland
- Various Monopole, Guyed Tower and Wind Turbines, West Texas
- Honda of Abilene
- McMurry Welcome Annex
- Howard Payne University Mims Auditorium Renovation

- Main Post Office, Brownwood
- First United Methodist Church Addition, Abilene
- Abilene Regional Medical Center Additions

Water and Wastewater Projects

- Bailey County WTP
- City of Lubbock WTP
- TPWD Lake Arrowhead State Park WWTP
- City of Stamford WTP
- Acton Municipal Utility District WWTP
- City of Ozona WWTP
- City of Mason WTP
- Parker County SUD WTP
- Midland Northeast Water System Improvements
- City of Eden Water Lines
- City of Midland Airport Lift Station
- Wadley Elevated Storage Tank
- City of Midland Louisiana Street Waterline Improvements
- City of Midland Northeast Elevated Storage Tank
- City of Midland Water Treatment Plant Improvements
- City of Brady Radium Reduction Water Treatment Project
- City of Sweetwater WTP
- City of Ballinger WTP
- City of Abilene Grimes WTP
- Eastland County WSD WTP
- City of Lubbock Water Reclamation Plant
- City of Roscoe WTP
- City of Glen Rose WWTP
- City of Breckenridge WWTP
- City of Big Lake WWTP
- Bailey County WTP
- Upper Leon River MWD WTP

- Palo Pinto Area WSC WTP
- City of Albany WTP
- Circle Bar Truck Corral WWTP
- City of Mertzon WWTP

Riley Griffith, RPLS
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Griffith is the Survey Department Manager of Enprotec / Hibbs & Todd, Inc., and has 20 years experience in the field of land surveying. He has worked on residential and commercial land development projects; ALTA surveys; wind farms; oil and gas pipelines; oil field projects; water and sewer projects; a flood control dam; TxDOT ROW projects; Patent Surveys for the GLO; residential, commercial, and farm and ranch surveys. He has experience with pipeline route surveys, construction staking and ALTA surveys across West Texas, including boundary and topographic surveys; elevation certificates; ground bed surveys in Texas and Oklahoma; subdivision platting; and, oil well location staking.

PROJECT EXPERIENCE

- Airport Lift Station Improvements, City of Midland
- Airport Improvements, Abilene Regional Airport, City of Abilene
- Airport Survey, City of Cisco
- Airport Survey, City of Ranger
- Airport Survey, City of Ballinger
- Airport Survey, City of Sweetwater
- Water Distribution System, City of Midland
- Wadley Elevated Storage Tank Improvements, City of Midland
- Northeast Water System Improvements, City of Midland
- Wadley Boosting Station, City of Midland
- Central Business District Street Repair, City of Abilene
- Convention Center Renovations, City of Abilene
- Fire Training Facility, City of Abilene
- Memorial Hospital District, City of Ballinger
- Hendrick South Medical Buildings
- Dyess Air Force Base Hospital Facilities, SES Construction and Fuel Services, LLC
- Stonewall County Nursing Facility
- Rehabilitation of Hospital of Abilene, Med Properties
- Fire Station #7, City of Abilene
- Abilene Law Enforcement Center, City of Abilene

EDUCATION

Bachelor of Science, Horticulture
Texas A&M University, 1993

REGISTRATIONS

Registered Professional Land Surveyor – Texas #5863, 2006

PROFESSIONAL/CIVIC ORGANIZATIONS

Texas Society of Professional Surveyors

California Land Surveyors Association

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Survey Department Manager
Abilene, Texas
2017 - present

RG Surveying, Inc.
Owner
2015 - 2017

West Company of Abilene Land Surveying
Managing RPLS
2006 - 2015

- Tuscany Ridge Development
- ACU Irrigation Pump Station
- Hampton Hills Development
- Water System Improvements, City of Stamford
- Wylie ISD New Elementary School
- College Hills Boulevard Rehabilitation Project, City of San Angelo
- Hardin-Simmons University Moody Center and Behrens Auditorium
- Highway 18/36 Development, Development Corporation of Abilene
- Construction staking project at Park Meadow II, Lubbock
- Boundary & topographic survey Coronado Addition, Lubbock
- Boundary & topographic survey for Greenleaf Properties, Lubbock
- ALTA survey of Albertsons @ Slide Rd & 68th St, Lubbock
- ALTA survey of 8702 University, Lubbock
- Design topographic survey and replat of 8212 University, Lubbock

Drew Blessing, RPLS
Enprotec / Hibbs & Todd, Inc.



PROFESSIONAL EXPERIENCE

Mr. Blessing has 19 years of experience in the surveying industry as a survey crew chief, technician, and now Registered Professional Land Surveyor (RPLS) for various water, wastewater, and civil projects. He earned his RPLS designation in 2023. He performs topographic and boundary surveys for a variety of clients. He also coordinates the scope and performance of the survey work with clients, engineers, and field technicians to produce the highest quality produce as efficiently as possible.

PROJECT EXPERIENCE

- Water, Sewer, and Street Topographic Survey, City of Big Lake
- Water and Sewer Replacement Topographic Survey, City of Coahoma
- Annual Quantity Topographic Survey, City of Brownwood Landfill
- Wastewater Treatment Plant Topographic Survey, City of Sterling City
- Water Treatment Plant Topographic Survey, Somervell County
- Wastewater Treatment Plant Topographic Survey, City of Hitchcock
- Water, Sewer, and Street Topographic Survey, City of Stamford
- Topographic and Boundary Surveys, Various Subdivisions
- WTG Fuels Boundary and Platting, Cities of Big Lake and Seminole
- Boundary and Topographic Survey, City of Tye
- Southeastern Freight Lines Expansion Boundary and Construction Staking
- All Kind Animal Shelter Construction Staking, City of Abilene
- Big Rig Billboard Easement, Tye Boundary Survey
- East Highway 80 Boundary, Topographic Survey and Plat, City of Abilene
- Mall of Abilene Replat
- Nolan County RV Park Topographic Survey, Boundary, and Plat
- Heritage Heights Apartments, Abilene ALTA survey
- Camp Able Buffalo Gap Topographic Survey
- Stephenville Mobile Home Park Topographic Survey and Boundary
- West Texas Central Food Bank Abilene Topographic Survey and Plat
- Creekside Development, Snyder Topographic Survey and Plat
- Frontier Texas Abilene Topographic Survey
- Abilene Heritage Square Topographic Survey and Plat
- Topographic Survey, Sweetwater ISD

EDUCATION

Bachelor of Science, Physical Education, Hardin-Simmons University, 2001

PROFESSIONAL/CIVIC ORGANIZATIONS

Texas Society of Professional Land Surveyors

CERTIFICATIONS/EDUCATION

Registered Professional Land Surveyor, TX #7069

Class D Water and Sewer Operator

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Survey Technician
Abilene, Texas
2018 - present

Jacob and Martin, LTD
Inspector
Abilene, Texas
2017 - 2018

City of Merkel
Public Works
Merkel, Texas
2015 - 2016

Frontier Surveying
Survey Party Chief
Corpus Christi, Texas
2014 - 2015

Jacob and Martin, LTD
Survey Crew Chief and Inspector
Abilene, Texas
2006 - 2014

3.9 Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No N/A

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 N/A

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 Joshua S. Hill

Signature of vendor doing business with the governmental entity

April 3, 2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

3.10 Previous Legal Actions

There are no past or pending litigation or claims filed against eHT that would affect our performance on this project.



Submitted to:
Erika Martinez
Assistant General Services Director

City of Midland

300 N. Loraine
Midland, Texas 79702

Statement of Qualifications for: On Call Professional Services for the Utilities Dept

RFQ 25004091

Date of submittal: April 9, 2025 at 2:00 PM

FREESE AND NICHOLS

806-686-2700 | freese.com
1500 Broadway Street, Suite 206 | Lubbock, TX 79401

© 2025 Freese and Nichols, Inc.

1. Letter of Interest

806-686-2700 | freese.com
1500 Broadway Street
Suite 206
Lubbock, Texas 79401

April 9, 2025

City of Midland Purchasing Office
300 N. Loraine
Midland, Texas 79702
Submitted electronically via Bonfire

RE: On Call Professional Services for the Utilities Department

Dear Members of the Selection Committee:

With 131 years of experience working with Texas municipalities, we deeply appreciate the City of Midland's (City) commitment and investment to enhancing the community's quality of life and economic development, while striving to maintain water and/or wastewater (W/WW) services through the On-Call Utilities project. Freese and Nichols, Inc. (FNI) is looking forward to continuing to support the City's efforts on various projects and has assembled a strong team with a broad range of abilities tailored to meet your specific needs.

Understanding of the Work to be Performed and Positive Commitment

We understand the City is looking for qualified engineering consultants, who can deliver available resources to work with your staff and successfully deliver utilities projects on an on-call basis. This involves supporting City staff throughout the entire lifecycle of each project – including the regulatory, planning and evaluation, design, bidding support, construction oversight and inspection processes and into full operation. We recognize the City's priority on integrating new projects with existing infrastructure, sizing facilities to handle future development and constructing facilities to optimize maintenance resources.

We are fully committed to completing projects in a timely manner. We are excited about the opportunity to work with the City. If you have any questions or need additional information, please feel free to contact us. We look forward to visiting with you soon about our qualifications and our approach to these projects.

Sincerely,

Heather Keister, PE, CFM | Vice President/Principal
806-686-2706 | heather.keister@freese.com
Authorized to bind

CONTACT INFORMATION

FNI
Josh Kristinek, PE
Project Manager; 806-370-1557
1500 Broadway Street, Suite 206
Lubbock, Texas 79401

Subconsultants

AMD Engineering, LLC (AMD)
Cory Dulin, PE, CFM
Principal Owner, 806-771-5976
6515 68th Street, Suite 300
Lubbock, Texas 79424

Pinnacle Consulting Management Group, Inc. (PCMGI)
Sarah Riebe, SR/WA, R/W-NAC
Regional Manager; 405-879-0600
12345 Jones Road, Ste. 160
Houston, Texas 77070

2. Firm's Organizational Chart

City of Midland

Principal-in-Charge
Heather Keister, PE, CFM

Project Manager
Josh Kristinek, PE

Quality Control
Nick Lester, PE
David Jackson, PE, BCEE

MAJOR WORK AREAS/KEY PERSONNEL

Water Distribution System
Jillian Nava, PE - *PM*
Aaron Conine, PE, ENV SP
Water Distribution SA
Scott Maughn, PE
Pipeline QC
Charles Kucherka, PE, CCM
ESTs/GSTs QC

Sewage Collection Systems
Jillian Nava, PE - *PM*
Aaron Conine, PE, ENV SP
Sewage Collection SA
Robb Otey, PE, PACP
Sewage QC

Water Treatment Processes
Kira Iles, PE - *PM*
David Sloan, PE, BCEE
QC

Regularory Issues
Charles P. Gaddy, PE, PG

SCADA
Nicholas Claudio, PE, PMP

Wastewater (WW) Plant Processes
Murali Erat, PE - *PM*
Nick Landes, PhD, PE
QC

Pump Stations (PS) and Pressure Maintenance Facilities
Michael McBee, PE - *PM*
Nick Lester, PE - *QC*

Raw Water Sources
Lissa Gregg, PE - *PM*
Tom Gooch, PE - *QC*
Vince Clause, PG, GISP
Groundwater

Environmental, Safety, Security and Vulnerability Assessments
David Hunn, PE - *AWIA PM*
Trey Shanks, IAM
AWIA QC

Computer Models/GIS of W/WW Issues
Andrew Franko, PE - *PM*
Jessica Brown, PE, IAM
Model/GIS QC

Municipal Code Revision
Daniel Harrison, AICP - *PM*
Chance Sparks, FAICP, CNU-A, ENV SP - *QC*

Surveying
AMD

Land and Easement Negotiation, Acquisition and Filing
PCMGI

Direct Supervision, Inspection and Construcion Material Testing (CMT) of Construction Projects
James Thomas Puckett
CM
John New, PE, CCM - *QC*

Electrical and Control Wiring for Equipment and Process Control
Michael Schuster, PE - *PM*
Wade Zemlock, PE - *QC*

General Compliance and Permitting Issues
Katie Leatherwood, PG - *PM*
Kimberly Buckley, PG - *QC*

ORG CHART KEY: PM - Project Manager; SA - Senior Advisor; QC - Quality Control; AWIA - America's Water Infrastructure Act; CM - Construction Manager

3. Firm's Qualifications

FNI is a client-focused, regionally based firm with national expertise. We meet client needs with responsiveness and flexibility. Dating back to our firm's founding in 1894, we put relationships first – clients, teaming partners and staff – and seek long-term relationships, many of which are counted in decades, not years.

FNI provides a broad range of services to plan, design and manage public infrastructure projects. We help our clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. Our project teams are known for exceeding client expectations through innovative concepts and high-performing designs.

W/WW Treatment and Transmission Design Experts You Can Rely On

FNI brings 131 years of experience with water and wastewater projects. As an industry leader in water supply, distribution and storage, treatment, collection and conveyance, we currently provide water and wastewater services to dozens of municipalities across Texas. Our full-service design staff has experience with the design and construction administration of numerous W/WW treatment plants, transmission mains, distribution mains, pump stations and various rehabilitations throughout Texas. The City can rely on our team's experience and skills to successfully deliver every project, in a seamless manner.

Municipal Specialists

FNI has developed a reputation for exceptional municipal client service, with public agencies representing the majority of our clients. Our approach to projects is based on establishing an environment where our team will work as a hands-on extension of your staff. We embrace your project goals and work to develop solutions and designs that meet these goals.

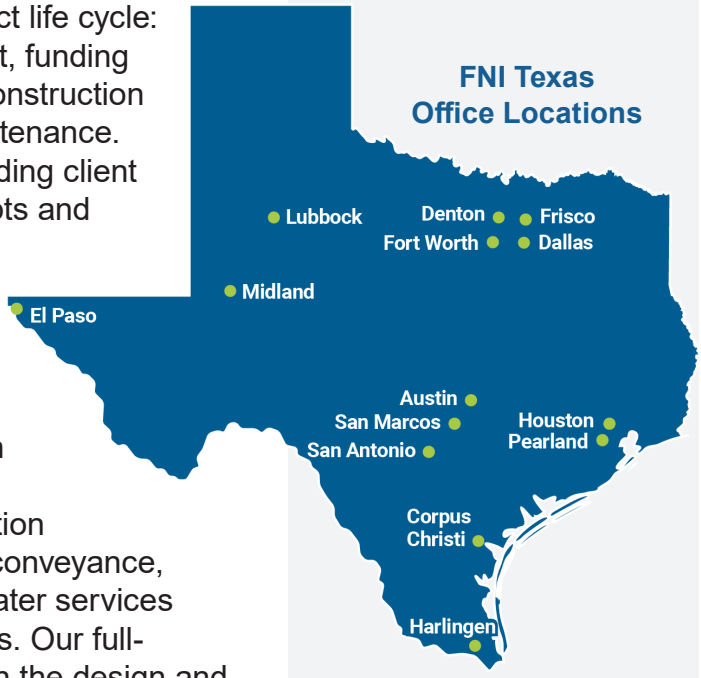
Firm Information:

Freese and Nichols, Inc.
1500 Broadway Street
Suite 206
Lubbock, Texas 79401

Principal:

Heather Keister, PE, CFM
1500 Broadway Street
Suite 206
Lubbock, Texas 79401

FNI Texas Office Locations



Subconsultants:

AMD | Surveying
Cory Dulin, PE, CFM
6515 68th Street
Suite 300
Lubbock, Texas 79424

PCMGI | Land and Easement
Sarah Riebe, SR/WA, R/W-NAC
12345 Jones Road
Suite 160
Houston, TX 77070

4. Firm's Introduction of Project Manager and Team Leads

Brief narratives of the Project Manager and selected key personnel are provided below. Resumes for all proposed team members include further experience and qualifications, provided in the Appendix as per RFQ instructions.



Josh Kristinek **PE**

Project Manager

Experience: 15 years;
Education: BS, Civil Engineering, Texas Tech University;
Licenses: Professional Engineer, TX #123228

Josh brings experience in a wide range of multiphased engineering design projects, including feasibility studies, planning studies, preliminary design, bid document preparation and construction. His experience spans water transmission, WW collection, pump stations, elevated and ground storage tanks (EST/GST), W/WW treatment, stormwater and transportation.



Heather Keister **PE, CFM**

Principal-in-Charge

Experience: 22 years;
Education: MS, Civil Engineering, Texas Tech University;
Licenses: Professional Engineer, TX #100095; Certified Floodplain Manager, TX #2052-11N

Heather is experienced in master planning, engineering design, project management, public outreach, funding solutions and construction, providing smart solutions to help Texas clients thrive. Her diverse background allows her to manage multidiscipline teams effectively.



David Jackson **PE, BCEE**

Quality Control

Experience: 32 years;
Education: MEng, Civil Engineering, Texas A&M University;
Licenses: Professional Engineer, TX #82675; Board Certified Environmental Engineer, #06-10005

David is an FNI Vice President/Principal and the firm's W/WW Treatment Practice Leader. He has been Senior Advisor, PM and Design Engineer for more than $1.5 billion in W/WW projects and has a comprehensive background in large-scale, multidiscipline treatment plant planning, design and construction management.



Nick Lester **PE**

Quality Control; QC - PS and Pressure Maintenance Facilities

Experience: 24 years; **Education:** BS, Civil Engineering, Texas A&M University;
Licenses: Professional Engineer, TX #97365

Nick is experienced in managing W/WW projects with a focus on pump stations and pipelines. He has extensive experience in Texas, having managed projects for water districts, river authorities and municipalities.



Jillian Nava **PE**

PM - Water Distribution System & Sewage Collection Systems

Experience: 9 years; **Education:** MS, Civil Engineering, Texas Tech University; **Licenses:** Professional Engineer, TX #136235

Jillian has worked on a variety of waterline, sewer main and storage facility projects for small to large communities in West Texas. She has led teams and progressed projects from concept to design, and through construction for a variety of W/WW transmission, collection, treatment and storage projects.



Kira Iles **PE**

PM - Water Treatment Processes

Experience: 14 years; **Education:** BS, Civil Engineering, Gonzaga University; **Licenses:** Professional Engineer, TX #123585

Kira specializes in project management and design of water treatment projects. She also has experience with WW treatment, raw water intake, pump station and pipeline projects.



Murali Erat **PE**

PM - WW Plant Processes

Experience: 19 years; **Education:** MS, Environmental Engineering, Oklahoma State University; **Licenses:** Professional Engineer, TX #105980

Murali has managed and designed more than 20 new or rehabilitated W/WW treatment plants. He is experienced in water quality, membrane filtration treatment system design, conventional WW treatment unit operations and processes design, and much more.



Michael McBee **PE**

PM - PS and Pressure Maintenance Facilities

Experience: 11 years; **Education:** BS, Civil Engineering, Texas A&M University; **Licenses:** Professional Engineer, TX #130463

Michael's background in distribution and water supply systems allows him to work closely with municipalities and water authorities in making sound decisions on their systems' operations, expansion and rehabilitation. He is an experienced hydraulics and design engineer, as well as a general representative for pipeline and pump station construction



Lissa Gregg **PE**

PM - Raw Water Sources

Experience: 12 years; **Education:** BS, Civil Engineering, University of Alabama; **Licenses:** Professional Engineer, TX #126454

Lissa helps guide municipalities, water districts and river authorities through water supply evaluation and assistance, conservation planning, water rights permitting and SB 1 regional water planning.



Andrew Franko **PE**

PM - Computer Models/GIS of W/WW Issues

Experience: 16 years; **Education:** BS, Civil Engineering, Texas Tech University; **Licenses:** Professional Engineer, TX #115651

Andrew's experience with W/WW master planning offers public system owners practical and realistic recommendations for expanding and rehabilitating/replacing their systems' infrastructure.

5. Firm's Projects with Reference Contacts

Projects Recently Completed/Under Design of Similar Scope

LEGEND TO SCOPE:
1 Water Distribution System Design
2 Sewage Collection Systems
3 Water Treatment Processes
4 WW Plant Processes
5 PS and Pressure Maintenance Facilities
6 Raw Water Sources
7 Environmental Assessments
8 Computer Models/GIS of W/WW Issues
9 Municipal Code Revision
10 Surveying
11 Direct Supervision, Inspection and CMT
12 Electrical and Control Wiring
13 General Compliance and Permitting Issues

North and South Water Treatment Plants (WTP) Improvements

3 11 12 13

City of Lubbock

FNI provided design and construction services for improvements at the City's North WTP and South WTP. The project included membrane expansion, geotechnical, electrical and structural design.

The improvements at the North WTP included:

- Replacement of nine circular mechanisms in the existing flocculation/sedimentation basins
- Replacement of critical isolation slide gates at the flocculation/sedimentation basins
- Replacement of butterfly valves and electric motor operators within gallery for the 20 existing tri-media filters
- Construction of a new spent backwash handling basin with recycle pump station

The improvements at the South WTP increased the plant capacity through the expansion of the existing plate settlers at the sedimentation basins and the addition of modules to the existing low-pressure membrane system. The expanded plant included a new lift station sized to handle future flows. The tie-in point was designed to set up conveyance from the new Lick Creek Trunk Main to the future lift station at the plant.

COMPLETION DATE
2023

CONSTRUCTION COST
$15 million

REFERENCE
Marshall Plunk
Project Manager
1320 South University Drive, Suite 300
Fort Worth, TX 76107
817-806-1700
mplunk@plummer.com

Trinity WTP and PS Expansion

1 2 3 5 11 12 13

New Braunfels Utilities (NBU)

COMPLETION DATE
2025

CONSTRUCTION COST
$20 million

REFERENCE
Ashley Zimmermann
Capital Project Manager
355 FM 306
New Braunfels, TX 78130
512-608-8952
ashleyz@nbutexas.com

NBU has trusted FNI to provide services at the Trinity Well Field site for more than a decade. **Following TCEQ rules for W/WW, FNI developed a new well field and production facility,** which included four new groundwater wells, a 1.5-MG clearwell, and a 3.75-MGD booster pump station in 2013. Increased turbidity from the Trinity wells appeared during heavy rains that had not occurred in more than 15 years. Sampling by FNI led to classifying wells as groundwater under the direct influence (GUI) of surface water. Membrane filtration was selected to provide a reliable and economical treatment solution with a small footprint.

FNI provided planning, design and construction phase services for a new 3.75-MGD membrane WTP to treat groundwater. Components of the WTP include three micro-filtration membrane racks, feed water pumps, automatic strainers, membrane backwash and clean-in-place systems, chlorine and coagulant systems, concrete feed water and backwash settling tanks, and a new on-site lift station.

As NBU's service area continued to grow, they recognized the need to expand this WTP. FNI provided planning, design and construction phase services to double the capacity by adding: treatment plant components, 1.5 MG GST, booster pump station expansion, 24-inch finished water line, backwash recycling system improvements, new VFD building and emergency backup power generators. **Our team verified all parts of these projects met local City requirements.** FNI also assisted NBU in securing funding from the Texas Water Development Board (TWDB) for the expansion project.

Long-Range Water Supply Plan

6

City of Irving

COMPLETION DATE
2023

CONSTRUCTION COST
N/A

REFERENCE
Todd Reck, PE
Water Utilities
P.O. Box 152288
Irving, TX 75015
972-721-2281
treck@cityofirving.org

FNI developed a Long-Range Water Supply Plan to identify water management strategies for incorporation into the 2016 Region C Water Plan. FNI evaluated 22 strategies as viable alternatives to meet Irving's water needs, using a decision-support tool. FNI developed and compared alternatives to augment Irving's water supply with reclaimed water purchased from DWU and/or Trinity River Authority for use by the Dallas County Utility and Reclamation District. **Our team supported the City with permitting and in preparing partnering agreements with the three entities.** FNI has also completed Irving's Drought Plan, and W/WW Master Plans.

Central Water Reclamation Facility (WRF) Expansion

4 11 12 13

City of Manvel

FNI provided preliminary design, final design and permitting services for the expansion of the City's Central WRF from 0.5-MGD average daily flow to 1.5-MGD rated facility (6-MGD peak). Major design elements include several key components, such as a coarse screen structure with a mechanical screen, influent lift station, headworks with rotary drum fine screens and gravity-vortex grit removal system. Other components include membrane bioreactor technology for secondary treatment with anoxic and aerobic zones designed for future phosphorus removal, ultraviolet disinfection system, non-potable water system, aerobic digesters and a sludge dewatering building with 3-belt filter press. FNI also designed an administration and maintenance building.

COMPLETION DATE
Ongoing

CONSTRUCTION COST
$40 million (est.)

REFERENCE
Dan Johnson, PE, CFM
City Manager
20031 Highway 6
Manvel, TX 77578
832-336-4049
dan.johnson@cityofmanvel.com

Arlington Water Program and Construction Management

1 3 8 11

City of Arlington

As a subconsultant, **FNI provided program management and construction phase services to the City of Arlington for $81 million of water system modifications and rehabilitation.**

The rehabilitations and modifications include improvements to the Pierce-Burch WTP's chemical, clear well and pump station; improvements to the John Kubala WTP chemical, laboratory and Maintenance Facility; Asset Management and SCADA Integrator Procurement and hydraulic modeling/evaluation at the Pierce-Burch WTP.

Design phase: FNI provided program management support, providing project administration including Project Management Information System (PMIS) support for the City's e-Builder system and providing quality reviews on the design work.

Construction phase: FNI is providing two construction managers and three full-time construction inspectors to provide quality assurance of the contractor's work. Included in the construction management is cost/time management, safety/risk management, change/claims management, specification and contract document preparations and staff training.

COMPLETION DATE
Ongoing

CONSTRUCTION COST
$81 million (est.)

REFERENCE
Emily Hannon
Senior Engineer, Capital Projects - Water Utilities Department
101 W. Abram Street
Arlington, TX 76004
817-459-6635
emily.hannon@arlingtontx.gov

Lick Creek Parallel Main

9 11 12 13

City of College Station

FNI designed 8,200 LF of 48-inch and 4,100 LF of 54-inch trunk main to parallel an existing 18-inch sewer main. The new main will receive flow diverted from the City's Carter's Creek WW Treatment Plant to its Lick Creek WW Treatment Plant, which FNI expanded from 2 to 5 MGD. Design required coordination with future development, Pebble Creek Golf Course, the City's Park Department and Lick Creek Nature Center and Greenway Trail. The design included a route study, which identified various alignments from William D. Fitch Parkway at the upstream end to the Lick Creek Treatment Plant at the downstream end. In the study, **FNI identified criteria with regards to environmental considerations and permitting, easement acquisitions, hydraulic analysis, constructability, construction timeline, total project cost and stakeholder input. After the City approved the recommended route, FNI prepared construction plans that addressed these criteria.**

COMPLETION DATE
2021

CONSTRUCTION COST
$10.93 million

REFERENCE
Casey Rhodes, PE
Project Manager | CIP
300 Krenek Tap Road
College Station, TX
77845
979-764-6248
crhodes@cstx.gov

Water Distribution System Modeling and Master Plan

1 5 8

City of Lubbock

Rapid commercial and residential growth in the City of Lubbock required improvements to and expansion of the City's water, wastewater and stormwater infrastructure systems. Using the City's latest Geographic Information System (GIS) database and as-built drawings for facilities, FNI performed hydraulic modeling and developed water and wastewater master plans to accommodate development and redevelopment over 5-, 10- and 20-year conditions.

Master planning included the development of risk- and renewal-based Capital Improvement Plans (CIPs), using a customized priority-scoring system, incorporating the hydraulic system models, work order requests and GIS to evaluate the condition of existing infrastructure in older parts of the City. **The master plans were designed to address population growth, regulatory compliance and aging infrastructure.** CIPs provided opinions of probable construction costs (OPCCs) for each project, including prioritized phasing with business-case statements with detailed project descriptions, triggers and drivers. FNI also conducted model training for City staff and included hands-on instruction using the City's water model.

COMPLETION DATE
2017

CONSTRUCTION COST
N/A

REFERENCE
John Turpin, PE
Division Director of Engineering/City Engineer
1625 13th Street
Lubbock TX 79401
806-775-2342
jturpin@mylubbock.us

Alvin WW Treatment Plant Expansion Design

City of Alvin

FNI is providing design services for the expansion of the Alvin WW Treatment Plant from 5.0 MGD to 7.5 MGD to accommodate projected growth. **The project includes a complete expansion of all treatment facilities at the WW treatment plant and critical improvements to existing treatment units.**

FNI had previously prepared a facility plan for the WW treatment plant and recommended critical-needs improvements, a conceptual expansion plan to increase capacity and the utilization of a Construction Manager-at-Risk (CMAR) collaborative delivery method. CMAR would provide for improved quality, cost, and schedule control and risk management.

COMPLETION DATE
Ongoing

CONSTRUCTION COST
$70.4 million (est.)

REFERENCE
Michelle Segovia, PE, CFM
City Engineer
1100 West Highway 6
Alvin, TX 77511
281-388-4341
mlira@
psf.cityofalvin.com

Major design elements include:

- A new coarse screening facility
- New circular Caisson lift station
- New headworks structure with perforated plate fine screens and vortex grit removal system
- New aeration basins with anoxic and aerobic zones with fine-bubble diffusers and associated blower building
- New spiral blade secondary clarifiers
- New return and waste activated sludge (RAS/WAS) pump station
- New chlorine contact basin, including new bulk chemical storage area and chemical feed building
- New solids handling facilities including rotary drum thickeners
- Belt filter press and dewatering building, and associated polymer feed systems
- A new SCADA system

FNI is also performing construction phase services for the Alvin WW Treatment Plant expansion project, including:

- ✓ General representation
- ✓ Full-time resident representation
- ✓ Startup and commissioning services
- ✓ Post-construction phase services

Similar Work with Local, State and Federal Rules and Regulations

FNI is committed to representing the best interests of the City of Midland. Our team has the background to demonstrate this commitment based on our work with local, state, and federal agencies, such as TxDOT, Federal Highway Administration (FHWA), Texas Commission on Environmental Quality (TCEQ), FEMA and the U.S. Army Corps of Engineers (USACE). We also have experience providing support for Community Block Development Grant (CDBG), stormwater utility, FEMA and Texas Water Development Board (TWDB) funding assistance. As indicated above, our current and previous work in the City of Midland, Midland County and the West Texas region demonstrates our understanding of the rules, regulations, code compliance, permitting, and licensing reviews pertinent to land use, planning, development, and infrastructure design.

6. Firm's Staff Availability and Proximity to Midland, Texas

Present Workload/Availability

FNI is committed to being available and responsive to the City's needs. With a staff of more than 1,200, we have the flexibility to balance workload, even on short notice. We also purposefully schedule staff so that they have the capacity to work extra when needed. Our proposed team has the capacity to deliver on this contract. **FNI's current workload will not hinder our ability or commitment to provide you with the same quality and timely service received by all our clients.** FNI uses BST10 Resource Planning to manage workload and channel resources, as needed, to meet our clients' project goals and schedules, both for planned and emergency projects. We value our long-term relationship with the City and have carefully selected staff who have the qualifications and the availability or flexibility to become available as Midland schedules projects.

Travel Times/Methods

While we have Lubbock staff ready and available to assist the City, we have a strong North Texas team to lead and support various projects. Our proposed PM Josh Kristinek and Principal-in-Charge Heather Keister are located at our Lubbock office. Additional key team members are located in our Houston and Austin area offices.

Estimated Minimum Travel Times	
FLIGHT – Dallas Love Field to Midland	75 minutes
FLIGHT – Houston Hobby to Midland	85 minutes
DRIVE – FNI Lubbock office to City of Midland office	Less than 2 hours

7. Firm's Introduction of Sub-Consultants

FNI has included subconsultants to allow us to address all scopes of services in the RFQ. FNI values its teaming partners and sees them as essential collaborators in delivering successful projects to clients. Below we introduce of our proposed subconsultants along with corresponding key team member, their qualifications and experience.

AMD Engineering, LLC (AMD) | Surveying

6515 68th Street, Suite 300, Lubbock, Texas 79424 | 806-771-5976 | www.amdeng.com

AMD is a civil engineering and land surveying firm providing a complete array of professional services for their clients throughout Texas. They have a solid reputation for accuracy, efficiency and integrity. They utilize state-of-the-art technology and engineering science combined with thorough and efficient attention to every detail to make sure tat projects remain on schedule and within budget. AMD is a full service surveying firm capable of all types of boundary and title surveys.

Landon Merritt **RPLS** | **Education:** BS, General Studies, Texas Tech University | **Professional Licenses:** Professional Land Surveyor, TX# 6466 | **Experience:** 23 years | Landon has worked in the land surveying, civil engineering and construction industries on an array of projects across 78 counties in West, Central, Southeastern and the Panhandle of Texas. He has extensive experience in municipal, commercial, land development, ALTA, construction, TxDOT, control, utility, mapping and routing projects. Landon is responsible for the daily operation of AMD's Survey practice.

Pinnacle Consulting Managment Group, Inc. (PCMGI) | Land and Easement Negotiation, Acquisition and Filing

4516 NW 36th Street, Suite 100, Oklahoma City, Oklahoma 73122 | 405-879-0600 | www.pcmgi.com

PCMGI was established in 1997 and provides all services associated with the acquisition of land and Right-of-Way (ROW), as well as expert relocation assistance and related services. They have experience in all aspects of land/ROW acquisition services and ROW program management services, including considerable experience in accordance with the regulations and standards of the acquiring agency and, when necessary, the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February 2005.

Sarah Riebe **SR/WA, R/W-NAC** | **Professional Licenses:** Texas Real Estate License #605109; Senior ROW Designation; ROW - Negotiation & Acquisition Certification | **Experience:** 27 years | Sarah is a Regional Manager for PCMGI. Since transitioning to the ROW sector in 2008, Sarah has been supervising the ROW services on federal, state and local funded projects for a variety of clients, including TxDOT, municipalities, engineering firms and utility districts.

8. Conflict of Interest Questionnaire

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.**

Freese and Nichols, Inc.

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7 Heather Kusto

Signature of vendor doing business with the governmental entity

04/09/25

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

9. Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years

FNI has been involved in the following litigation in the last 5 years:

- Plaintiff filed lawsuit against 42 defendants, including FNI and its municipal client, to contest the 2024 city council and mayoral election and cause a new election to be held. FNI provided services related to development of the client's comprehensive plan. This lawsuit does not state any cause of action against FNI. **FNI is working to resolve this ongoing litigation.**
- Plaintiff was injured while attempting to remove a blockage from the discharge area of a lime slurry pump. Plaintiff filed a lawsuit against FNI claiming that his injuries were the result of actions taken under the direction and supervision of one of FNI's employees. **FNI is working to resolve this ongoing litigation.**
- Plaintiff was struck by a motor vehicle while riding a bicycle through the crosswalk of a city street intersection. Plaintiff filed a lawsuit against the driver and construction contractor, project owner, and FNI claiming that her injuries were due to the negligent operation of the motor vehicle and inadequate construction of the intersection where the accident occurred. **FNI resolved this matter through mediation.**
- Contractor filed suit against the project owner, project manager, engineer, and FNI claiming interference with the contractor's means and methods on a construction project. FNI is providing inspection services for the project owner during the construction phase. FNI was dismissed from the initial suit filed by contractor. Contractor has since re-filed suit. **FNI is working to resolve this ongoing litigation.**
- FNI was engaged in a lawsuit with a private entity client related to the design of wastewater handling facilities for their animal breeding and housing operation where FNI served as the design engineer. **FNI resolved this matter through mediation.**
- Contractor filed suit against the project owner and FNI on a dam and spillway project claiming that it is owed for extra work and delays due to site conditions that allegedly differ from those identified in the contract documents. FNI was the design engineer on the project. **FNI is working to resolve this ongoing litigation.**
- Plaintiff filed personal injury lawsuit against municipal client and other entities involved in the construction of a project. FNI was a subconsultant and had a small role in project design and management. **FNI was dismissed from the suit.**

Appendix

Resumes



EXPERIENCE

15 years

EDUCATION

BS, Civil Engineering, Texas Tech University

REGISTRATIONS

Professional Engineer, TX #123228

PROFESSIONAL AFFILIATIONS

Texas Society of Professional Engineers

Water Environment Association of Texas

Josh Kristinek PE

Project Manager

Josh Kristinek brings experience in a wide range of multiphased engineering design projects, including feasibility studies, planning studies, preliminary design, bid document preparation, and construction.

His experience spans water transmission, WW collection, pump stations, elevated and ground storage, W/WW treatment, stormwater and transportation. Prior to joining FNI, Josh served as the Capital Improvements Project Director and Assistant City Engineer for the City of Lubbock. In these roles, he led a more than $80 million per year CIP, oversaw the City's ROW and CAD departments, and managed all in-house design.

RELEVANT PROJECT EXPERIENCE

Water Purification Plant (WPP) Condition Assessment | City of Midland | Project Engineer
FNI conducted a Condition Assessment Technical Memorandum for the City of Midland's WPP, evaluating its assets and performing a risk-based assessment. FNI recommended projects for repairs, rehabilitation or replacements, verifying compliance with state standards and system efficiency.

Detention Center Sewer Screen System | Lubbock County | PM
FNI is providing final design, bid and construction phase services for a screening system that captures debris from the sewer system, washes and compacts the debris and deposits it into a dumpster. The project includes a water service line to the site, a flex base road to the site, a Davit Crane to lift the screen out of the vault, electrical feed to the screening site and a security fence system around the proposed screening site.

Continued from previous page

RELEVANT PROJECT EXPERIENCE

66th Street Drainage Channel Improvements | City of Lubbock | PM
FNI is providing construction management services for the drainage channel improvements.

Water Utility Master Plan | City of Roswell, NM | Project Engineer
FNI is evaluating the City's existing and future water system, including developing water demand projections, updating and calibrating the water system hydraulic model and identifying water system improvements. Additionally, FNI will develop a Water Infrastructure CIP consisting of recommended projects and associated cost estimates.

Upland Avenue H&H Drainage | City of Lubbock | Project Engineer
FNI was the lead drainage designer for 3 miles of arterial roadway reconstruction and drainage improvements. FNI prepared a 2D Interconnected channel and pond routing H&H model to analyze and design drainage improvements, which included parallel channels due to shallow outfalls, then provided recommendations to improve two of the top ten problem areas of the City.

WTP Improvements* | City of Lubbock | Assistant City Engineer
Josh provided oversight for multiple projects to upgrade both water treatment facilities for the City of Lubbock. The conventional surface WTP for the City of Lubbock (North WTP) upgrades included the sedimentation basins, chemical feed system, sludge collection improvements and an 8-MGD storage tank. Josh also provided oversight for improvements at the South WTP, including adding capacity to the membrane filtration plant and permitting to increase the capacity of the facility.

WW Treatment Plant Improvements* | City of Lubbock | Assistant City Engineer
Josh provided budget planning and project oversight for projects to improve and rehabilitate the City's Southeast Water Reclamation plant. These improvements included clarifier rehabilitation, Plant No.3 improvements, effluent pump station improvements, electrical upgrades and an outfall structure that provided stream quality discharge.

Stormwater Utility Improvements* | City of Lubbock | Assistant City Engineer
Josh developed and implemented a comprehensive update to the stormwater program that included the CIP for major infrastructure improvements, multiple FEMA remapping efforts, a maintenance program for restoration and repairs of stormwater outfalls throughout the City, and a criteria update. These updates provided direction for the future development and a means for future CIP identification.

Elevated Storage Tanks* | City of Lubbock | Assistant City Engineer
Josh worked with FNI to coordinate the long range planning, design, and application of the newly installed Elevated Storage Tanks. He also assisted in the development of the award winning lighting concepts that are implemented on the tanks.

**Prior to joining FNI*



EXPERIENCE

21 years

EDUCATION

MS, Civil Engineering, Texas Tech University

BS, Civil Engineering, Texas Tech University

REGISTRATIONS

Professional Engineer, Texas #100095

Certified Floodplain Manager, #2052-11N

TxDOT Prequalifications (ESN 19457): 10.1.1; 10.3.1; 10.2.1; 2.4.1; 4.2.1

PROFESSIONAL AFFILIATIONS

Texas Society of Professional Engineers

Heather Keister, PE, CFM

Principal-in-Charge

Heather Keister is experienced in master planning, engineering design, project management, public outreach, funding solutions and construction, providing smart solutions to help West Texas and Southeastern New Mexico cities/clients thrive.

Her diverse background in transportation, water infrastructure, stormwater management, and public works projects allows her to manage multidiscipline teams effectively. She has experience developing criteria and CIPs according to strategic priorities and is skilled at communicating with project stakeholders of a technical or non-technical nature.

RELEVANT PROJECT EXPERIENCE

Industrial Pretreatment Program Development | City of Midland | Client Representative
FNI provided development services for a new Industrial Pretreatment Program and a Fats, Oils and Grease Program in accordance with the latest requirements in 40 CFR Part 403 and other Texas Pollutant Discharge Elimination System pretreatment regulations. The programs included sewer use ordinance, enforcement response plan, technically based local limits and a surcharge program

Low Head-C Pump Station Design | City of Lubbock | Client Representative
FNI provided design services for a new pump station with a 15-MGD firm capacity, expandable to 30 MG. The project included horizontal split case pumps, VFDs, pipeline design assistance, surge modeling, hydraulic modeling, funding assistance, and bid and award assistance.

Glenna Drive, Edmund Boulevard and 29th Street Roadway and Utility Improvements | City of San Angelo | Client Representative
FNI is providing design services for the full-depth reconstruction of most of the roadway limits and the mill and overlay of the remaining segments. FNI is also providing design services for replacing several water and sewer lines beneath the roadway using the conventional open-cut installation approach and trenchless technologies.



David Jackson PE, BCEE

Quality Control

David Jackson has been PM, Senior Advisor and Design Engineer for more than $1.5 billion in W/WW treatment projects in his career.

He has a comprehensive background in large-scale, multidiscipline treatment plant facility planning, design and construction management, fully recognizing the importance to plant owners of maintenance of plant operations and regulatory compliance. David has played a major role in upgrades and expansions to wastewater treatment plants ranging in size from 0.5 to 200 MGD. He is a Board Certified Environmental Engineer, Past President of the Water Environment Association of Texas and a past member of the Water Environment Federation's House of Delegates.

EXPERIENCE

32 years

EDUCATION

MEng, Civil Engineering, Texas A&M University

BS, Civil Engineering, Texas A&M University

REGISTRATIONS

Professional Engineer, TX #82675

Board Certified Environmental Engineer, #06-10005

PROFESSIONAL AFFILIATIONS

AWWA

RELEVANT PROJECT EXPERIENCE

WW Treatment Plant Expansion | City of Aledo | QA/QC
FNI provided preliminary design, final design and construction phase services for the expansion of the City of Aledo's existing wastewater treatment plant to a 0.6-MGD capacity. The design included fine screens, influent pump station, sequencing batch reactor process, effluent cloth media filters, ultraviolet disinfection, odor control and dewatering improvements, plus surveying, geotechnical and environmental services.

Southside WW Treatment Plant Maintenance Design and Construction | DWU | QA/QC
As a subconsultant, FNI evaluated various maintenance and operations improvements at DWU's Southside WW Treatment Plants. FNI also helped evaluate the priority and cost of various improvements and assisted with the final design and construction phase services of the influent screening and pump station structure isolation gates repairs.

North and South WW Treatment Plants Improvements | City of Tomball | QA/QC
FNI conducted a risk-based condition assessment of the North and South WW Treatment Plants to determine the plants' critical needs. FNI evaluated different alternatives for improvements for each WW Treatment Plant and collaborated with the City in selecting and phasing the recommended improvements.



Nick Lester PE

Quality Control; QC - PS and Pressure Maintenance Facilities

Nick Lester is experienced in managing W/WW projects with a focus on pump stations and pipelines.

He has provided route selection, preliminary design and design services for more than 350 miles of large-diameter pipelines, 20 pump stations/lift stations, and 15 storage tanks, including the Ward County Transmission System, which was honored by the American Council of Engineering Companies as one of the nation's top projects. It also earned the American Society of Civil Engineers' (ASCE) Outstanding Engineering Achievement Award (OCEA), one of five projects nationally, and ASCE's state-level OCEA.

EXPERIENCE

24 years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS

Professional Engineer, TX #97365

PROFESSIONAL AFFILIATIONS

American Water Works Association (AWWA)

RELEVANT PROJECT EXPERIENCE

Bailey County Well Field Pipeline | City of Lubbock | PM
FNI designed the 10.5-mile 30/36-inch pipeline through a mix of urban, suburban and rural farmland to serve as a reliable water source and replace the City's aging Low Head B PS. The fast-track, $19 million project included construction in City streets and was phased to allow construction across Lubbock Christian Campus.

Ward County Water Transmission System | Colorado River Municipal Water District | PM
FNI provided design services for the water transmission system in response to 10 years of drought. The project included 42 miles of 42- and 48-inch pipelines, a 30-MGD mainline transmission PS, a 30-MGD well-field booster PS, the 25-MGD Odessa PS, 22 miles of collection pipelines and the development of a newly acquired well field. Nick managed multiple design teams and construction contracts to complete the project in 18 months and $26.9 million under budget.

Bell Street Roadway and Utility Improvements | City of San Angelo | QA/QC
FNI designed the complete reconstruction of more than 2 miles of 4-lane, curb-and-gutter arterial, including 20,000 LF of 6- to 20-inch water lines and more than 8,000 LF of 8- to 24-inch sewer lines.



EXPERIENCE

18 years

EDUCATION

MS, Civil Engineering, Southern Methodist University

BS, Civil Engineering, United States Air Force Academy

REGISTRATIONS

Professional Engineer, TX #109794

PROFESSIONAL AFFILIATIONS

AWWA, Co-Author, M47 - Manual for Capital Project Delivery

Aaron Conine PE

Water Distribution SA - Water Distribution System; Sewage Collection SA - Sewage Collection System

Aaron Conine has managed or designed more than $70 million in W/WW utilities projects, offering his clients a strong background in managing and designing water transmission and W/WW utility projects.

His background includes pipelines and interceptors, meter vaults, pump stations and lift stations, ESTs and GSTs. His expertise also includes working closely with railroads, TxDOT and franchise utilities to help keep projects moving forward. Aaron also is co-author of the AWWA's M47-Manual for Capital Project Delivery.

RELEVANT PROJECT EXPERIENCE

Integrated Pipeline Water Transmission Project | Tarrant Regional Water District | Project Engineer
FNI performed a route study and provided environmental and construction services for a 149-mile water transmission system, including the development of design standards. Aaron focused on sustainable design, reviewing and evaluating innovative approaches. He performed an analysis on alternative embedment materials suitable for large-diameter steel pipe and would reduce the carbon footprint of pipeline installation.

Robinson Road Water Line | City of Grand Prairie | PM
FNI designed approximately 7,680 LF of 30-inch and 1,090 LF of 36-inch water line to accommodate increasing demands in the pressure plane. Construction included 48- and 54-inch bores under Cottonwood Creek and existing roadways and utilities. Aaron assisted the City in evaluating several corridors, performing a detailed constructability feasibility analysis on one of the corridors that was significantly shorter than the other but had additional construction and regulatory challenges.

Wall Street Sewer Diversion | City of Midland | QA/QC
FNI is providing design services for sewer system improvements to divert peak flow from the sewer system north of Wall Street to the existing 30-inch sewer line north of I-20. Aaron performed a quality review on each stage of the work before deliverables were submitted.



EXPERIENCE

9 years

EDUCATION

MS, Civil Engineering, Texas Tech University

BS, Civil Engineering, Texas Tech University

REGISTRATIONS

Professional Engineer, TX #136235

PROFESSIONAL AFFILIATIONS

Texas Society of Professional Engineers

Jillian Nava PE

PM - Water Distribution System & Sewage Collection Systems

Jillian Nava has worked on a variety of waterline, sewer main and storage facility projects for small to large communities in West Texas.

She has led teams and progressed projects from concept, into design, and through construction for a variety of W/WW transmission, collection, pumping and storage projects. Her expertise includes working with government funded agencies to help cities achieve funding and improve their existing infrastructure. She has developed relationships with TxDOT, CRMWD and BNSF Railway, which allows her to engage smoothly with these agencies during projects.

RELEVANT PROJECT EXPERIENCE

Wall Street Sewer Diversion | City of Midland | Project Engineer
FNI is providing design services for sewer system improvements to divert peak flow from the sewer system north of Wall Street to the existing 30-inch sewer line north of I-20.

West Lubbock Water System Expansion | City of Lubbock | Assistant PM
FNI is performing a study and providing design services for a new pressure plane for Lubbock's water system, including pump station, pipeline and ground storage tanks.

Northeast Sector Conceptual Planning | City of Midland | Assistant PM
FNI is preparing a framework concept land planning study that will consider current growth patterns and establish a framework for potential growth, including transportation, W/WW and stormwater infrastructure, land use, defining potential land uses and defining critical infrastructure needed to serve the area.

Glenna Drive, Edmund Boulevard and 29th Street Roadway and Utility Improvements | City of San Angelo | Project Engineer
FNI is providing design services for the full-depth reconstruction of most of the roadway limits and the mill and overlay of the remaining segments. FNI is also providing design services for replacing several water and sewer lines beneath the roadway.



EXPERIENCE

28 years

EDUCATION

BS, Civil Engineering, The University of Texas at Arlington

REGISTRATIONS

Professional Engineer, TX #91897

National Council of Examiners for Engineering and Surveying (NCEES)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

AWWA, Concrete Pipe Committee Chair

AWWA, Steel Pipe Committee

Association for Materials Protection and Performance

Scott Maughn PE

Pipeline QC - Water Distribution System

Scott Maughn offers his clients the best-practices insight for design and construction services for large-diameter pipelines in urban and environmentally sensitive environments.

His experience helps clients minimize their project risks with contractor selection, collaborative project delivery options, minimally disruptive construction methods and materials alternatives for resilient design. He strengthens project teams by providing quality management measures, insight into the current construction and materials market, and problem-solving assistance for unique project issues. He has managed or designed more than 250 miles of W/WW large-diameter pipelines ranging from 24- to 108-inches.

RELEVANT PROJECT EXPERIENCE

Pipeline Improvements | Tarrant Regional Water District | SA
FNI is providing design and bid phase services for improvements of the approximately 18,800 LF of 108-inch pipeline of two sections as well as the Lake Arlington Outlet.

Northside IV 24-Inch Water Transmission Main | City of Fort Worth | QA/QC
FNI planned, designed and managed the construction of the new pressure plane, including 9,500 LF of 24-inch water transmission main, a Pressure Plane Flow Transfer Station, and a hydropneumatic tank.

Tawakoni WTP-to-Terrell Pipeline | North Texas Municipal Water District (NTMWD) | PM
FNI provided design and construction management services for 85,000 LF of 48- and 42-inch C200 polyurethane-coated steel treated water line and associated appurtenances to connect the new Tawakoni WTP to the existing Forney-to-Terrell 30-inch water line. The project included preliminary and final design, including an impressed-current cathodic protection system for the poly-coated steel pipeline.



EXPERIENCE

34 years

EDUCATION

MBA, Business, Texas Christian University

BS, Civil Engineering, Texas A&M University

REGISTRATIONS

Professional Engineer, TX #83359

Pipeline Assessment Certification Program, #P0036018-022022

National Council of Examiners for Engineering and Surveying (NCEES)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Water Environment Association of Texas, North Texas Section

Robb Otey PE, PACP

Sewage QC - Sewage Collection Systems

Robb Otey is an FNI Vice President/Principal and highly experienced technical specialist who focuses on the design of large-diameter WW lines, especially in urban environments that require trenchless technologies.

He has extensive experience in managing and designing wastewater projects for both municipalities and river authorities. His background includes the design of pipelines ranging from 8- to 120-inches in diameter, condition assessments of existing facilities, route studies and meter station selection. Robb is a recognized industry expert in WW design, having recently edited three manuals for the Water Environment Federation – Wastewater Collection Systems Management (2022), Design of Wastewater and Stormwater Pumping Stations (2023) and Existing Sewer Evaluation and Rehabilitation (2024).

RELEVANT PROJECT EXPERIENCE

Castell Avenue 24-Inch Water Line | NBU | QA/QC
FNI provided design and construction services for 5,200 LF for a new 24-inch water main and 3,000 LF of a 6- to 12-inch WW main. Design of a new 24-inch water main across the Comal River was also included. Robb provided quality review on each stage of the project before integrating deliverables into the ongoing assignment.

Central Basin Planning Consultant | San Antonio Water System (SAWS) | QA/QC
FNI provided basin-wide planning, alternative analyses, preliminary design development for condition and capacity constraints and remedial measure development for 28 constraint areas and more than 164 miles of small- and large-diameter WW pipeline to support SAWS in complying with its 2013 Consent Decree.

Wall Street Sewer Diversion | City of Midland | SS
FNI is providing design services for sewer system improvements to divert peak flow from the sewer system north of Wall Street to the existing 30-inch sewer line north of I-20. Robb confirmed adequate resources were available and helped solve any issues during the project.



EXPERIENCE

14 years

EDUCATION

BS, Civil Engineering, Gonzaga University

REGISTRATIONS

Professional Engineer, TX #123585

PROFESSIONAL AFFILIATIONS

AWWA

Water Environment Federation

Kira Iles PE

PM - Water Treatment Processes

Kira Iles specializes in project management and design of water treatment projects.

She also has experience with raw water intake, pump station and pipeline projects. Kira successfully leads project teams to meet stakeholder goals and efficiently manages both external and internal communications. She is experienced in all project phases including planning, design, construction and commissioning.

RELEVANT PROJECT EXPERIENCE

Trinity WTP and PS Expansion | NBU | PM
FNI is providing design, bid and construction services that include doubling the capacity of an existing 3.75-MGD microfiltration membrane treatment plant and high-service pump station, construction of a new 1.5-MG concrete, pre-stressed GST, and all piping, site work, electrical and controls associated with the upgrades. Kira is the primary contact with the Client and Contractor and is the day-to-day contact for internal team members. Kira sets deadlines, assigned responsibilities, monitors and summarizes progress of the project, accomplishes project goals, leads project meetings, coordinates the collection and dissemination of information, and manages all aspects of the project, including the subconsultants.

WPP Condition Assessment | City of Midland | PM
FNI conducted a Condition Assessment Technical Memorandum for the City of Midland's WPP, evaluating its assets and performing a risk-based assessment to recommend projects for repairs, rehabilitation or replacements, verifying compliance with state standards and system efficiency.

Simsboro Aquifer Water Supply Facilities | City of Bastrop | PM
FNI is providing design, procurement, construction and post-construction services to develop a new long-term water supply system. The water supply system includes production and treatment facilities, a storage tank, transmission pipeline, a wastewater lift station and force main.



EXPERIENCE

19 years

EDUCATION

MS, Environmental Engineering, Oklahoma State University

Bachelor of Engineering, Chemical Engineering, University of Madras

REGISTRATIONS

Professional Engineer, TX #105980

PROFESSIONAL AFFILIATIONS

Water Environment Association of Texas, Municipal Resource Recovery and Design Committee

Water Environment Association of Texas, Industrial Pretreatment Committee

Murali Erat PE

PM - WW Plant Processes

Murali Erat has extensive experience with WW treatment unit operations and process design, activated sludge and nutrient removal system process design, industrial WW treatment and treatment plant master plan development.

Murali has worked on more than 20 WW treatment plants, greenfield designs and expansions for municipalities. This includes a combined daily treatment capacity of more than 100 MGD and 30 MGD of cloth-media treatment. He is also experienced in water quality, membrane filtration treatment system design, conventional water treatment unit operations and processes design, chemical feed system design, CT studies, laboratory bench scale and pilot testing and studies.

RELEVANT PROJECT EXPERIENCE

Industrial Pretreatment Program Development | City of Midland | PM
FNI provided development services for a new Industrial Pretreatment Program and a Fats, Oils and Grease Program in accordance with the latest requirements in 40 CFR Part 403 and other Texas Pollutant Discharge Elimination System pretreatment regulations. The programs included sewer use ordinance, enforcement response plan, technically based local limits and a surcharge program.

Alvin WW Treatment Plant Expansion Design | City of Alvin | PM
FNI is providing preliminary and final design services to expand the WW treatment plant from 5.0 MGD to 7.5 MGD. The project includes a complete expansion of all treatment facilities at the WW treatment plant, and critical improvements to existing treatment units.

North and South WW Treatment Plants Improvements | City of Tomball | PM
FNI conducted a risk-based condition assessment of the City's North and South WW Treatment Plants to determine the plants' critical needs. FNI evaluated different alternatives for improvements for each plant and collaborated with the City in selecting and phasing the recommended improvements.



EXPERIENCE

15 years

EDUCATION

PhD, Environmental Engineering, Texas Tech University

MS, Environmental Engineering, Texas Tech University

BA, Mathematics, Schreiner University

REGISTRATIONS

Professional Engineer, TX #117177

Nick Landes PhD, PE

QC - WW Plant Processes

Nick Landes provides clients with additional insight into innovative treatment technologies and processes.

Nick has conducted Biological Nutrient Removal (BNR) evaluations for more than 20 facilities, leveraging process modeling and plant sampling to develop innovative approaches to achieve robust phosphorus removal in the simplest manner possible. Nick's professional research experience has included leading two Integrated Fixed-film Activated Sludge (IFAS)/ Moving-Bed Biofilm Reactor (MBBR) pilots, start-up of two IFAS plants and conducting a first-of-its-kind Computational Fluid Dynamics (CFD) analysis on mixing dynamics in IFAS/MBBR basins.

RELEVANT PROJECT EXPERIENCE

WW Treatment Plant Expansion and Indirect Reuse Program | City of Cleburne | PM
FNI provided comprehensive planning, design, permitting, construction phase and startup services for wastewater treatment plant improvements, including a plant expansion from 6.5 MGD to 10.5 MGD, new indirect potable reuse pump station and reuse pipeline. Nick served as PM for the planning and design phases of all plant components.

WW Treatment Plant Expansion Final Design and Bid Phase Services | City of Alvin | SA
FNI is providing preliminary and final design services to expand the WW Treatment Plant from 5.0 MGD to 7.5 MGD. The project includes a complete expansion of all treatment facilities at the plant, and critical improvements to existing treatment units.

SEWRP No. 3 BNR Improvements | City of Lubbock | Lead Process Engineer
FNI provided feasibility planning, design, and permitting to convert the City's 8 MGD Plant No. 3 from a 1960s era activated sludge system to an advanced BNR process. Nick served as Lead Process Engineer, designing the BNR improvements utilizing process modeling (BioWin) and hydraulic modeling (Visual Hydraulics).



EXPERIENCE

40 years

EDUCATION

MS, Environmental and Water Resources Engineering, Vanderbilt University

MS, Geology, Vanderbilt University

BS, Geology, University of Southwestern Louisiana

REGISTRATIONS

Professional Engineer, TX #86729

Professional Geoscientist, TX #10001

Leaking Petroleum Storage Tank Corrective Action Project Manager, TCEQ, #CAPM01610

Charles P. Gaddy PE, PG

Regularory Issues

Charles Gaddy has 40 years of experience in environmental services, including engineering, remedial assessment and feasibility study projects, soil and groundwater remediation under Texas Risk Reduction Program (TRRP) and RCRA, risk assessment, regulatory compliance and auditing, plan and specifications preparation and contracting.

He also brings experience with hazardous waste management under TRRP, RCRA and CERCLA. His diverse background (scientific and engineering) allows him to manage multidisciplinary teams effectively.

RELEVANT PROJECT EXPERIENCE

Apache Creek Remediation | San Antonio River Authority (SARA) | Environmental Engineer
FNI is providing environmental design, remediation, and construction phase services to assist SARA with completing a property assessment and response action. Charles is providing technical support for project execution. The subject property requires assessment and response under the rules of the TRRP established by the TCEQ.

Superfund Engineering Services Contract | TCEQ | PM
FNI provided environmental engineering services to evaluate and develop a comprehensive understanding of the source of perchloroethylene contamination in the shallow groundwater-bearing unit (the Ogallala aquifer). FNI installed groundwater wells to conduct aquifer tests and prepared a focused feasibility study to evaluate various remediation alternatives to limit public exposure to contaminated water supplies.

Luminant Groundwater Treatment System | Tarrant Regional Water District | SA
FNI is providing operation and maintenance services for the Luminant Groundwater Treatment System. Charles visited the site and evaluated the pump and treat system and developed a maintenance plan and procedures that would keep the system operational for a limited time. FNI wrote a report that requested suspension of active remediation that is being reviewed by TCEQ.



EXPERIENCE

18 years

EDUCATION

BS, Electrical Engineering, Florida Atlantic University

AS, Computer Engineering Technology, Keiser College

REGISTRATIONS

Professional Engineer, TX #148304

Project Management Professional

Nicholas Claudio PE, PMP

SCADA

Nick Claudio is the I&C Lead in FNI's Electrical Group. He specializes in SCADA system design and planning.

Nick has worked on a number of SCADA Master Planning projects where he helped utilities define and scope SCADA improvement projects that were later entered into the utility Capital Improvement Plan. Nick has developed and implemented control philosophies to help mitigate SSOs and optimize pump efficiency.

RELEVANT PROJECT EXPERIENCE

Central WRF Expansion | City of Manvel | SCADA/ Instrumentation and Control (I&C) Engineer
FNI is providing the design of a 1-MGD plant expansion, expandable up to 6-MGD. The design includes new membrane bioreactor technology for secondary treatment, coarse screen structure, influent lift station, headworks, UV disinfection, solids handling and dewatering. I&C Engineer

WW Treatment Plant Expansion | City of Aledo | SCADA/ I&C Engineer
FNI is providing design through construction services for the WW Treatment Plant expansion to 1.2 MGD. The improvements will include a new screen, influent lift pumps, sequencing batch reactors, cloth media filters, UV, and solids holding tank and dewatering equipment. Nick is responsible for the instrumentation and control system design as well as the SCADA network design and software architecture.

Alvin WW Treatment Plant Expansion Design | City of Alvin | SCADA/I&C Engineer
FNI is providing preliminary and final design services to expand the WW treatment plant from 5.0 MGD to 7.5 MGD. The project includes a complete expansion of all treatment facilities at the WW treatment plant, and critical improvements to existing treatment units.

Central City Tarrant Regional Water District Pump Station | USACE - Fort Worth District | I&C Engineer
FNI is providing 15% design for the Tarrant Regional Water District Pump Station.



EXPERIENCE

11 years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS

Professional Engineer, TX #130463

Michael McBee PE

PM - PS and Pressure Maintenance Facilities

Michael McBee background in distribution and water supply systems allows him to work closely with municipalities and water authorities in making sound decisions on their systems' operations, expansion and rehabilitation.

He is an experienced hydraulics and design engineer, as well as a general representative for pipeline and pump station construction. Michael also has experience in resident (on-site) representative services for pump station, meter vault and ground storage tank construction. He has worked on 18 pump station projects and 14 pipeline projects, all of which have had elements of hydraulic modeling and surge control.

RELEVANT PROJECT EXPERIENCE

Low Head-C Pump Station Design | City of Lubbock | PM
FNI provided design services for a new pump station with a 15-MGD firm capacity, expandable to 30 MG. The project included horizontal split case pumps, VFDs, pipeline design assistance, surge modeling, hydraulic modeling, funding assistance, and bid and award assistance.

Murphy Drive Pump Station Ground Storage Tanks Rehabilitation | Trinity River Authority | PM
FNI is providing construction phase services for the rehabilitation of ground storage tanks Nos. 2 and 3.

Bois d'Arc Lake Raw Water Pump Station and Intake Structure | NTMWD | Project Engineer
FNI provided design, bid and construction services for a 110-foot-tall intake tower and a 236-MGD raw water pump station to transfer untreated water via a 90-inch, 35-mile-long transmission pipeline. The raw water pump station is one component of the larger reservoir development and allows for modular growth of the District's regional system as the population expands.



EXPERIENCE

12 years

EDUCATION

BS, Civil Engineering, University of Alabama

REGISTRATIONS

Professional Engineer, TX #126454

PROFESSIONAL AFFILIATIONS

Texas AWWA, Water for People, Dallas Fort-Worth Area Representative

Lissa Gregg PE

PM - Raw Water Resources

Lissa Gregg helps guide municipalities, water districts and river authorities through water supply evaluation and assistance, conservation planning, water rights permitting and SB 1 regional water planning.

She has been involved in planning for Regions A, B, C, E, F, G, H, and I, which accounts for 70% of the population of Texas. In addition to her experience with state water planning, she has experience with several major integrated water supply plans, including for the Lower Colorado River Authority and the NTMWD. She is also deeply involved in operational support and RiverWare modeling.

RELEVANT PROJECT EXPERIENCE

2026 Region F Water Plan | Colorado River Municipal Water District | PM
FNI is developing a regional water plan for Region F, which encompasses 32 counties. The project includes updating population and water use projections, developing water supply estimates and developing conceptual plans. Also included are analyses of water conservation and drought-management practices, developing drought triggers for each water source and developing model water conservation and drought contingency plans.

Long-Range Water Supply Plan | City of Irving | Water Resources
FNI developed alternative methods and compared them to augment Irving’s Long-Range Water Supply Plan, prepared by FNI, with 25 MGD of reclaimed water.

Water Supply Planning Assistance | NTMWD | PM
FNI has provided ongoing water supply planning assistance to the District for more than four decades. FNI's planning strategies evolve as the District's needs change over time to include both short- and long-term solutions to sustain existing water supply and develop new sources to meet future demand. Planning efforts focus on complex water supply issues from initial planning and selection through implementation. Lissa leads efforts to update water demand and supply modeling, as well as water rights permitting and planning and implementing new sources of supply.



EXPERIENCE

48 years

EDUCATION

MS, Civil Engineering (Water Resources), Stanford University

BS, Humanities and Science (Literature), Massachusetts Institute of Technology

BS, Civil Engineering (Water Resources), Massachusetts Institute of Technology

REGISTRATIONS

Professional Engineer, TX #50668

PROFESSIONAL AFFILIATIONS

American Water Resources Association

AWWA

Texas Water Association

Tom Gooch PE

QC - Raw Water Sources

Tom Gooch has been involved in regional water planning in Texas since the program's inception and has provided leadership for FNI's involvement in the development of water supply plans for nine of the state's 16 planning regions.

An FNI Vice President/Principal and the firm's Water Resources Planning Lead Technical Professional, Tom's background covers water supply planning, analyses of water rights, reservoir operation studies, water quality evaluations, analyses of flooding, preliminary design and cost estimates for water supply projects and transmission systems, economic analyses, and water and sewer rate studies. He has assisted multiple clients with the development and implementation of water conservation and drought response plans.

RELEVANT PROJECT EXPERIENCE

Water Supply Plan | City of Irving | PM
FNI developed alternative methods and compared them to augment Irving's Long-Range Water Supply Plan, prepared by FNI, with 25 MGD of reclaimed water.

Water Supply Planning Assistance | NTMWD | PM
FNI has provided ongoing water supply planning assistance to the District for more than four decades. FNI's planning strategies evolve as the District's needs change over time to include both short- and long-term solutions to sustain existing water supply and develop new sources to meet future demand. Planning efforts focus on complex water supply issues from initial planning and selection through implementation.

Long-Range Water Supply Plan | NTMWD | SA
FNI developed the Long-Range Water Supply Plan covering projections of population, water demands, and WW return flows and evaluation of all existing sources of water supply, including potential impacts of climate variability. The plan also assessed 25 new water supply alternatives across multiple criteria, including reliable supply availability, capital and unit cost, water quality, certainty of supply development, environmental impacts, legal and regulatory issues, and time to implement.



EXPERIENCE

11 years

EDUCATION

MA, Geography and the Environment, The University of Texas at Austin

BA, Geography and the Environment, The University of Texas at Austin

BA, Government, The University of Texas at Austin

REGISTRATIONS

Professional Geoscientist, TX #15512

Geographic Information Systems Professional, #160533

Vince Clause PG, GISP

Groundwater - Raw Water Resources

Vince Clause is a Professional Geoscientist and passionate about creating meaningful and impactful change across the Texas water resource landscape through the lens of groundwater.

Throughout his career, Vince has evaluated groundwater resources across 70 counties and 23 different aquifer systems where he has successfully collaborated with various stakeholders, including groundwater conservation districts, state agencies, private equity firms, litigators and the oil and gas industry, to address complex technical, water supply, regulatory and legal challenges. Vince's forward-thinking mindset is crucial for tackling future water supply challenges, and he dedicates himself to pioneering new strategies in groundwater management.

RELEVANT PROJECT EXPERIENCE

Aquifer Storage and Recovery Feasibility Study | Maxwell Special Utility District | SA
FNI is providing services to conduct initial feasibility studies of three potential storage zones and existing data related to source water quality and availability.

Hydrogeological Consulting Services | Middle Pecos Groundwater Conservation District | PM
FNI is providing on-call hydrogeological consulting services.

Groundwater Model for the Aquifers of Williamson County* | Williamson County Commissioners Court | PM
Vince served as Project Manager for the development of the Williamson County conceptual groundwater model. This conceptual model was developed using site-specific data and includes a comprehensive review of the groundwater resources within the Trinity, Edwards and Carrizo-Wilcox Aquifers within Williamson County. This model will inform a groundwater transport model and a web-based database management system and will ultimately aid the county and local developers in developing their groundwater resources.



EXPERIENCE

39 years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS

Professional Engineer, TX #69933

Utility Risk & Resiliency Certification Program, AWWA

PROFESSIONAL AFFILIATIONS

AWWA

David Hunn PE

AWIA PM - Environmental, Safety, Security and Vulnerability Assessments

David Hunn has extensive engineering experience that includes client coordination and project management for W/WW engineering projects for both private and public clients.

As a Senior PM, David works closely with a variety of clients to develop, plan and coordinate the design services for W/WW plant projects.

RELEVANT PROJECT EXPERIENCE

AWIA Risk and Resilience Assessment (RRA) | City of Odessa | Task Leader
FNI performed the EPA mandated RRA and emergency response plan (ERP) for the City to meet the requirements of the AWIA.

AWIA RRA and ERP | City of College Station | PM
FNI developed an RRA and ERP in accordance with AWIA for the City. FNI reviewed existing facilities to conduct a risk-based assessment to identify key vulnerabilities of the water treatment and distribution system and provide potential mitigation measures to minimize identified risks.

Barry Rose WRF Replacement | City of Pearland | Project Engineer
FNI is providing design and construction phase services to consolidate two WW treatment plants into one new 5.0 MGD WRF. As part of the project, a diversion lift station and 20,000 LF 20-inch force main will be built to divert flow from the existing Longwood WRF and convey it to the new Barry Rose WRF.

Central WW Treatment Plant Expansion | City of Pflugerville | Task Leader
FNI provided planning, design and construction phase services for the phased expansion of the Central WW Treatment Plant from 5.3 MGD to 10 MGD. Phase 1 increased the plant capacity to 7.25 MGD and included a new influent lift station, fine screens, grit removal, two new Carrousel-style aeration basins with anaerobic/anoxic selector basins, final clarifier, filters and UV disinfection.



EXPERIENCE

30 years

EDUCATION

MS, Environmental Management, University of Houston-Clear Lake

BS, Chemistry, The University of Texas at Austin

REGISTRATIONS

Certificate in Asset Management, #1041700

Utility Risk and Resilience Certification Program, AWWA

PROFESSIONAL AFFILIATIONS

Texas Floodplain Management Association

Water Environment Federation

AWWA

Trey Shanks IAM

AWIA QC - Environmental, Safety, Security and Vulnerability Assessments

Trey Shanks is a skilled professional for stormwater utilities, experienced in taking municipalities from approval, data gathering and integration, and public involvement to ordinance development, utility implementation and related CIP development.

He uses FNI's customized financial model for each client, developed to optimize stormwater utility rate structures within his client's policy parameters. Trey has developed stormwater utilities for a wide range of cities, from smaller rural and suburban communities to larger, urban centers. He has worked closely with City staffs, City Councils and key stakeholders to develop and implement equitable stormwater utilities in both vibrant and challenging economic conditions, and in environments where stormwater could be routine or rare. His service to clients is strengthened by his background in asset management, Municipal Separate Storm Sewer System (MS4) permitting, stormwater master planning and environmental studies.

RELEVANT PROJECT EXPERIENCE

Stormwater Utility Implementation | City of Midland | PM
FNI worked with the City to implement a stormwater utility, collecting applicable data to confirm understanding of key issues for implementation. FNI worked closely with the City through a process-based approach to appropriately assign stormwater utility charges for developed properties to associated utility accounts.

AWIA RRA and ERP | Douglasville - Douglas County Water and Sewer Authority | Technical Advisor
FNI developed the AWIA risk and resilience plan and ERP documents to bring the Authority into compliance with EPA requirements for the AWIA of 2018.

AWIA RRA and ERP | City of Webster | SA
FNI assisted the City in meeting compliance requirements for the AWIA of 2018. Efforts included the developing a Drinking Water RRA to identify hazards, identifying assets at risk and the developing a management plan to mitigate risks.



EXPERIENCE

16 years

EDUCATION

BS, Civil Engineering, Texas Tech University

REGISTRATIONS

Professional Engineer, TX #115651

Utility Risk and Resiliency Certification Program, AWWA

PROFESSIONAL AFFILIATIONS

AWWA

Andrew Franko PE

PM - Computer Models/GIS of W/WW Issues

Andrew Franko's experience as a PM and Project Engineer for W/WW master planning offers public system owners practical and realistic recommendations for expanding and rehabilitating/replacing their systems' infrastructure.

He has supported clients with master planning and CIP development, transmission system model development and updates, surge analysis, model selection and training workshops for clients' staffs, impact fee development and updates, and development reviews. Andrew also brings best-practices experience in asset management and risk-based assessment to help system owners make fully informed decisions on investment in their existing infrastructure. Andrew has experience working with InfoWater, InfoSewer, InfoAsset Planner, InfoWorks ICM, H2OMap Sewer, H2OMap SWMM, WaterGEMS and SewerGEMS modeling software packages.

RELEVANT PROJECT EXPERIENCE

On-Call GIS Services | City of White Settlement | PM
FNI provided GIS services on an as-needed basis. Departments served include from W/WW, stormwater, streets and planning.

W/WW On-Call Modeling Support | City of Frisco | Hydraulic Modeler
FNI constructed new all-pipes hydraulic models for the W/WW systems and performed system analyses to measure existing performance and identify deficiencies. This project also included reviewing historical W/WW usage to establish trends and projected demands/flows for the system evaluations. FNI then performed the existing system analysis for both the distribution system and collection system. As part of this update, FNI evaluated the City's existing W/WW GIS geodatabase.

Water Distribution System Modeling, Water and WW Master Plans | City of Lubbock | PM
FNI updated the City's water model and GIS, then developed a Water Master Plan that included a CIP to address growth and a renewal-based CIP, using a customized priority scoring system. FNI also developed a WW Master Plan update and CIP to address the community's rapid population growth, regulatory compliance and aging infrastructure.



EXPERIENCE

28 years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS

Professional Engineer, TX #90098

Certificate in Asset Management, #5001914

National Council of Examiners for Engineering and Surveying (NCEES), #16-895-60

PROFESSIONAL AFFILIATIONS

AWWA

Jessica Brown PE, IAM

Model/GIS QC - Computer Models/GIS of W/WW Issues

Jessica Brown enables utility system owners to make fully informed investments in their infrastructure.

She has led W/WW and reclaimed water master plans and asset management programs for larger, complex systems and smaller service providers across the Southeastern U.S. This experience allows her to deliver prioritized CIPs built on industry best practices and each client's specific growth and rehabilitation needs.

RELEVANT PROJECT EXPERIENCE

W/WW System Asset Management Plan | City of Garland | QA/QC
FNI developed an asset management plan for W/WW facilities, including pipelines, pump stations, treatment plants, valves and meters. Phased asset management implementation plan with milestones, budget and staffing requirements. Jessica conducted quality control of key deliverables - the asset management plan and work order system specifications.

Condition Assessment Program | NTMWD | SA
FNI is managing this program under a multiyear, district-wide effort. During the first five years of the 10-year program, FNI managed the multisensor inspection of more than 451,600 LF of large-diameter gravity mains, performed field condition assessments of 71,900 LF of force main, and surveyed and inspected more than 800 manholes. Jessica advised the project team through development of parameters for the initial risk-based assessment of gravity mains and force mains, development of multi-sensor inspection bid specifications, program management of the inspection and quality control of the results, recommendations and technical memoranda.

WW Master Plan | City of Irving | QA/QC
FNI updated the WW master plan completed in 2009 to assist the City in meeting their SSOI requirements with the TCEQ. The master plan consisted of flow monitoring, model calibration and existing and future system analysis in coordination with field testing through manhole and pipeline inspections, CCTV, and smoke testing to develop and integrated Capacity and Rehabilitation CIP. Jessica conducted QC of projections, calculations, the CIP and deliverables.



EXPERIENCE

23 years

EDUCATION

Master of City and Regional Planning, Land Use and Physical Planning, The University of Texas at Arlington

MPA, Economic Development and Planning, The University of Texas at Arlington

BA, Government, The University of Texas at Austin

REGISTRATIONS

American Institute of Certified Planners, #023037

PROFESSIONAL AFFILIATIONS

American Planning Association

Daniel Harrison AICP

PM - Municipal Code Revision

Daniel Harrison is experienced in long-range planning services including comprehensive planning, public participation and population projections.

He has been responsible for coordinating the Midwest City and Copperas Cove planning efforts with Tinker Air Force Base and Fort Hood. Notably, Daniel is serving as the PM for the Midwest City Zoning and Airport Zoning Ordinances, which are being coordinated with the Tinker Air Force Base 2008 Joint Land Use Study.

RELEVANT PROJECT EXPERIENCE

Subdivision Regulations | Kaufman County | PM
FNI assessed the County's subdivision and construction standards, floodplain and stormwater management, WW treatment, and procedures to efficiently process and approve development applications. FNI reviewed, analyzed and provided recommendations for the County's current land-use regulations. Daniel led a team that engaged the Commissioners Court and County Staff. As one of Texas's fastest-growing counties, Daniel helped craft local regulations designed to meet the county's growth needs. At the conclusion of the project, he focused on County Staff education and training related to the implementation of the new regulations.

Zoning Ordinance Re-Write | City of Plano | PM
FNI is providing services to conduct a two-phase review and revision of the Zoning Ordinance and Subdivision Ordinance to align development regulation policies with the goals of Comprehensive Plan 2021. Phase I includes a functional and legal review of the development regulations, an overall needs assessment and Phase II process development. Phase II consists of drafting the ordinances, implementing the public engagement strategy and leading public presentations related to ordinance adoption.

Zoning Ordinance Update | City of Cleburne | PM
FNI updated Cleburne's zoning ordinance and zoning map to align the development regulations with the land-use policies for the Future Land Use Plan in the Comprehensive Plan. FNI also prepared a diagnostic report to identify solutions for issues in the City's current zoning ordinance.



EXPERIENCE

22 years

EDUCATION

BS, Geography - Urban and Regional Planning, Texas State University

MPA, Urban and Environmental Planning, Texas State University

REGISTRATIONS

Fellow, American Institute of Certified Planners, #022822

CNU-Accreditation, Congress For The New Urbanism

Envision Sustainability Professional, #64040

PROFESSIONAL AFFILIATIONS

American Planning Association, National New Urbanism Division Vice-Chair

Institute for Sustainable Infrastructure

Chance Sparks FAICP, CNU-A, ENV SP

QC - Municipal Code Revision

Chance Sparks is experienced in planning and implementation, public involvement, city management, process development and management, comprehensive and strategic planning.

He also leads parks-related planning and tourism, neighborhood planning, downtown and corridor planning, demographic and economic analysis, development regulations, visioning, historic preservation, annexation/growth policy development and analysis. His experience in municipal and state-level planning, public engagement, design and implementation, coupled with experience in city management and operations, gives him exceptional insight into community needs and capacity as someone who has carried plans beyond adoption and into reality.

RELEVANT PROJECT EXPERIENCE

Northeast Sector Conceptual Planning | City of Midland | Urban Planner
FNI is preparing a framework concept land planning study that will consider current growth patterns and establish a framework for potential growth, including transportation, water, wastewater and stormwater infrastructure, land use, defining potential land uses and defining critical infrastructure needed to serve the area.

Comprehensive Zoning Regulations Update | City of Levelland | SA
FNI is updating the comprehensive zoning regulations for the City of Levelland, including evaluating and making improvements to zoning districts, land use standards and development regulations. The project includes a comprehensive diagnostic report and zoning ordinance update.

Comprehensive Plan Development | City of Converse | SA
FNI is providing services to create the City's first major Comprehensive Plan. This Plan will set a 25-year vision and action plan for the City related to land use, transportation, infrastructure and economic vitality.



EXPERIENCE

22 years

REGISTRATIONS

ACI Concrete Field Testing Technician – Grade I, American Concrete Institute

James Thomas Puckett

CM - Direct Supervision, Inspection and CMT of Construction Projects

James Thomas Puckett is a Lead CM and has spent more than 20 years in the Lubbock area serving as the owner's representative on a variety of heavy civil construction projects.

His construction experience has positioned him well to become a trusted advisor in the field to clients and engineering staff. He has extensive construction management experience with projects related to W/WW treatment plants, large-diameter pipelines, W/WW infrastructure, water storage tanks, and roadway construction.

RELEVANT PROJECT EXPERIENCE

Haskell WW Treatment Plant Caustic Scrubber Construction Services | El Paso Water | CM
FNI provided construction management and resident project representation services to replace an existing caustic scrubber with a dry media scrubber and replace the existing wash press and associated equipment.

66th Street Drainage Channel Improvements | City of Lubbock | CM
FNI is providing construction management services for the drainage channel improvements.

Bustamante WW Treatment Plant Construction Services | El Paso Water | CM
FNI is providing construction management and resident project representative services for the Digester No. 3 Cover and Mixer Project and resident project representative services for the Digester No. 4 Project.

UADA Water System Improvements* | City of Lamesa | CM
James performed CM duties for the installation of five miles of a 10-foot water line from the city well field, three pump stations constructed, also a 14 million gallon type 3 concrete ground storage tank to help with the city's long-term water supply issues.

**Prior to joining FNI*



EXPERIENCE

35 years

EDUCATION

BS, Construction Management, Texas A&M University

REGISTRATIONS

Professional Engineer, TX #96330

Certified Construction Manager, #4347

PROFESSIONAL AFFILIATIONS

Texas Public Works Association

Construction Management Association of America

AWWA

Construction Specifications Institute

John New PE, CCM

QC - Direct Supervision, Inspection and CMT of Construction Projects

John New serves as FNI's Central Division Manager and is a firm Vice President/Principal.

He is experienced in the design and construction management of heavy-construction and facility projects, as well as inspection services. He has also performed numerous design, bid, and construction phase tasks associated with serving as an extension of an owner's staff responsible for the successful completion of a project. John's construction management and inspection services experience includes flood control and reservoir dams, retaining walls, 6-inch to 120-inch W/WW lines, and WW plants.

RELEVANT PROJECT EXPERIENCE

Gruene Road WRF | NBU | QC
FNI provided full-time construction management and inspection services for the construction of a new 2.5-MGD Municipal WW Treatment Facility. The facility includes screening structures, aerated grit basin, lift station, odor control, aerobic digesters, clarifiers, blower building, chemical feed buildings and tanks, and more than 400 LF of gravity outfall piping. The project also features a new administration building, electrical building and chemical building.

Infrastructure Construction Services IDIQ | City of Fort Worth | QC
FNI is providing construction inspection services as part of the City of Fort Worth's 2014, 2017 and 2019 Infrastructure Construction Services Inspection contracts. FNI's services include the inspection of the on- and off-site water lines and water mains, on- and off-site sewer lines and sewer mains, and paving and drainage construction for this subdivision. Our responsibilities include daily coordination with the contractor, coordination with the developer and engineer, and general inspection of all work performed on the site. Our inspectors provide daily reports to the City staff to keep the City informed as to the progress and to document the daily activities at the site.



EXPERIENCE

10 years

EDUCATION

BS, Electrical Engineering, University of North Texas

REGISTRATIONS

Professional Engineer, TX #137077

PROFESSIONAL AFFILIATIONS

Water Environment Association of Texas

International Society of Automation

Michael Schuster PE

PM - Electrical and Control Wiring for Equipment and Process Control

Michael Schuster is experienced in electrical, instrumentation and controls, and SCADA support for W/WW infrastructure projects.

He has supported multidiscipline teams for W/WW treatment plant expansions and rehabilitation across Texas. He also has experience in the evaluation and design of electrical and instrumentation systems for storage, pipeline, pump station and lift station projects.

RELEVANT PROJECT EXPERIENCE

WTP Expansion | Brushy Creek Regional Utility Authority | Electrical Engineer
As a subconsultant, FNI provided design and construction phase services for the expansion of the raw water pump station and WTP from 21 to 30 MGD. FNI also performed surge analysis review, computation fluid dynamics modeling and design of structural, electrical and instrumentation, and HVAC systems for both the WTP and raw water pump station. Michael provided design of electrical and instrumentation for new sedimentation and flocculation train, additional gravity filters, and expansion of polymer chemical feed storage and day use systems.

WPP Condition Assessment | City of Midland | Electrical Engineer
FNI conducted a Condition Assessment Technical Memorandum for the City of Midland's WPP, evaluating its assets and performing a risk-based assessment to recommend projects for repairs, rehabilitation or replacements, verifying compliance with state standards and system efficiency.

Lick Creek WW Treatment Plant Capacity Expansion | City of College Station | Electrical Engineer
FNI provided permitting, design, full-time construction management and inspection services for the WW treatment plant expansion from 2 MGD up to 5 MGD. Michael designed electrical distribution for new and expanded switchboards, motor control centers and process power equipment. He also wrote control narratives for all new process equipment.



EXPERIENCE

27 years

EDUCATION

BS, Electrical Engineering, Texas Tech University

REGISTRATIONS

Professional Engineer, TX #92701

TxDOT Precertifications (ESN 16379): 8.2.1 Illumination

Wade Zemlock PE

Electrical Group Manager

Wade Zemlock has extensive work experience on building evaluations, expansions, renovations and new construction.

He has completed work for higher education facilities and dormitories, administrative office buildings and country clubs. He is experienced in electrical system design, including SCADA systems and medium-voltage distribution systems.

RELEVANT PROJECT EXPERIENCE

Sims South WW Treatment Plant Electrical Improvements Project | City of Houston | QC
FNI conducted an evaluation and recommended improvements for the existing switchgear, feeders, motor control centers, controls for the influent lift station, electrical buildings (E1, E2, E3), RAS and TAS pump controls, and awning structures at the Sims South WW Treatment Plant.

Booster PS No. 2 Electrical Upgrades | West Central Texas Municipal Water District | QC
FNI provided services for the electrical upgrades involving the replacement of the existing 2400V Motor Control Center.

WW Treatment Plant Expansion Final Design and Bid Phase Services | City of Alvin | QC
FNI is providing preliminary and final design services to expand the WW Treatment Plant from 5.0 MGD to 7.5 MGD. The project includes a complete expansion of all treatment facilities at the WW Treatment Plant, and critical improvements to existing treatment units.

Water Plant No. 2 Design Services | City of Fulshear | Electrical Engineer
FNI provided preliminary design services, including a new groundwater well with a target capacity of 4.0 MGD, a 1.5-MG ground storage tank and a 5.75-MGD pump station. The project included provisions for a future surface water delivery point, chlorine dosing for conversion to chloramine disinfection, a stand-by generator, electrical service and associated site work.



EXPERIENCE

18 years

EDUCATION

BS, Environmental Science, Texas Christian University

REGISTRATIONS

Professional Geoscientist, TX #11594

PROFESSIONAL AFFILIATIONS

National Groundwater Association

Water Environment Association of Texas

Katie Leatherwood PG

PM - General Compliance and Permitting Issues

Katie Leatherwood is a licensed professional geoscientist with experience in conducting Phase I and II ESAs, soil and groundwater sampling under the TCEQ TRRP, and field services associated with remediation projects.

Her project experience also includes on-site environmental construction site representation, waste characterization and disposal, WW Treatment Plant closures, municipal setting designation applications and ecological risk assessments. Katie is also FNI's lead scientist for TPDES permitting—for both wastewater-related permits and TCEQ's various stormwater permits. Katie has extensive experience with Stormwater Pollution Prevention Plan preparation for construction projects and industrial activities.

RELEVANT PROJECT EXPERIENCE

Central WW Treatment Plant TPDES Permit Renewal | City of Webster | PM
FNI completed the application for renewal of the Central WW Treatment Plant TPDES Permit, coordinating with TCEQ during the administrative and technical review, and assisting the City with the review of the draft permit prior to issuance.

Lick Creek WW Treatment Plant Capacity Expansion | City of College Station | Compliance and Permitting
FNI provided permitting, design, full-time construction management and inspection services for the WW treatment plant expansion from 2 MGD up to 5 MGD. Katie assisted with obtaining a major amendment to the Lick Creek WW Treatment Plant TPDES Permit and developed a TPDES Permit renewal application for the newly issued permit upon permit expiration, and prepared a TDS Study Plan and associated reporting as required by the renewed and issued permit.

W/WW Treatment Plant 1-MGD Expansion, Permitting and Preliminary Design | City of Manvel | Task Leader
FNI provided preliminary and final design, as well as permitting services to expand the City's WRF from 0.5-MGD average daily flow to a 1.5-MGD rated facility (6-MGD peak), with discharges to the existing outfall.



EXPERIENCE

24 years

EDUCATION

MS, Geology, University of New Orleans

BS, Environmental Management Systems, Louisiana State University

REGISTRATIONS

Professional Geoscientist, TX #10385

Corrective Action PM (TCEQ), TX #PM0000415

TxDOT Precertifications (ESN 14542): 2.13.1 Hazardous Materials Initial Site Assessment

PROFESSIONAL AFFILIATIONS

ASTM International, E50 Committee Member

Kimberly Buckley PG

QC - General Compliance and Permitting Issues

Kimberly Buckley is an FNI Principal, North Texas and Oklahoma Environmental Science Group Manager and a licensed Professional Geoscientist, who has served as PM on more than 80 environmental projects.

She has experience in a diverse selection of environmental-related projects, including environmental site assessments, affected property assessments, municipal setting designation applications, waste classification and disposal, and preparation of spill prevention control and countermeasure plans. She has experience with multiple regulatory programs, including TCEQ's rules and regulations pertaining to contaminated site investigation, cleanup and closure, such as the TRRP, the Voluntary Cleanup Program and the Municipal Setting Designations Program. Kimberly is a member of the ASTM International E50 Subcommittee responsible for maintaining and updating industry standards related to environmental site assessments and environmental services.

RELEVANT PROJECT EXPERIENCE

FY21 MS4 Compliance Assistance | City of Krum | QC
FNI assisted with implementation of the Phase II MS4 stormwater management program and compliance with the Phase II MS4 Permit. Specific tasks included annual report preparation, staff coordination meetings, and on-call MS4 compliance assistance.

Carters Creek Diversion Lift Station and Force Main | City of College Station | Compliance and Permitting
FNI performed study, design, bid and construction phase services to construct a 4-MGD transfer wastewater lift station to divert flows from the Carters Creek WW Treatment Plant to the Lick Creek WRF. Kimberly coordinated regulatory closure activities for the Carters Creek WW Treatment Plant. Her tasks included full assessment of soils and groundwater on City property for proposed facility expansion. Her tasks also included development of closure work plan to the TCEQ for review and approval, background soil and sludge sampling and analysis in accordance with TCEQ Land Application Team guidance and waste disposal requirements, and evaluation of best options for facility closure.

Addendum Acknowledgments

25004091

On Call Professional Services for Utilities Department

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Q1: Is the Conflict of Interest Questionnaire excluded from the page count?
A1: Yes, the Conflict of Interest is excluded.

Q2: Item 3.6.3 of the RFQ (page 7) reads "Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design." Could you please clarify or expand on what kind of similarities this requirement is referring to? If possible, please provide an example.
A2: Water, Wastewater main line design, treatment plant design, projects with TCEQ approval, etc.

Q3: Is item "9.) Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years." excluded from the 12-page limit?
A3: No

Q4: Is a Table of Contents allowed? If so, would it be excluded from the 12-page limit?
A4: Yes it is allowed. It is included in the 12 page limit.

Q5: Item 3.6.1 in the RFQ (page 7) reads "A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed." Please clarify what is considered "recently completed"?
A5: 10 years

Q6: Will an arial condensed font be accepted?
A6: Arial

Q7: Are sections 3.5, "Service Provider Project Team" and 3.9, "Service Provider Subconsultant Project Team" considered to be the resumes that go in the appendix and do not go towards page count?
A7: Resumes will not count in the 12 pages.

Q8: Is a smaller font size allowed for tables, header/footer, captions or sidebars?
A8: Yes, just not smaller than size 10.

Q9: The numbering of sections increases from "3.7 Service Provider Staff Availability" to "3.9 Service Provider Subconsultant Project Team". Should section 3.9 be updated to section 3.8?
A9: Yes

Q10: Are the form sections 3.10 and 3.11 included in the 12-page count requirement? Do covers count toward the limit as well?
A10: NO

Q11: In section 3.6 is it acceptable to list anticipated/estimated completion dates?
A11: Yes

Q12: Does the Conflict of Interest Questionnaire count towards the 12-page limit, since its uploaded as a separate document on Bonfire?
A12: No

Q13: Due to page limitations, can we provide Section 3.11 Previous Legal Actions as an appendix that does not count toward the 12-page limit?
A13: Yes

Q14: Will the City extend the due date to accommodate the receipt of Questions that are due on April 4?
A14: Didn't we already extend this?

Q15: Can we submit qualifications for only our in-house capabilities, and identify subconsultants at a later time based on the assigned scope of work?
A15: No

Q16: There is no 3.8 section. Is it okay if we renumber 3.9 – 3.11 to adjust for the missing 3.8?
A16: Yes

Q17: The current 3.9.1 is the same as 3.5.1. Are you looking for different information on 3.9.1?
A17: 3.9.1 is for sub-consultants, 3.5.1 is for the Consultant team.

Q18: Will including a cover page be considered part of the 12-page limit?
A18: No

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Heather Keister	04/09/2025
Bidder Authorized Signature	Date

25004091

On Call Professional Services for Utilities Department

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: 1.6 SELECTION: The City will select up to six (7) qualified Engineering Firms to provide Engineering Services on an as-needed basis to the City for a term of five (5) years.

Would the company still be eligible to participate in this bid even though they are not an Engineering Firm?
A1: You are welcome to apply but the City of Midland is searching for an on-call engineering service.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Heather Kuster 04/09/2025

Bidder Authorized Signature Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez



Mission

Innovative approaches
Practical results
Outstanding service

Vision

Be the firm of choice for clients and employees

Values

FREESE AND NICHOLS LEADS

- L — LEARN CONTINUOUSLY
- E — ENGAGE AS FAMILY
- A — ACT WITH INTEGRITY
- D — DELIVER QUALITY
- S — SERVE ALWAYS

FREESE AND NICHOLS

© 202 Freese and Nichols, Inc.

806-686-2700 | freese.com
1500 Broadway Street, Suite 206 | Lubbock, TX 79401

8. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

Freese and Nichols, Inc.

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7 Heather Kusto

Signature of vendor doing business with the governmental entity

04/09/25

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Full-service expertise. Trusted results.











Submitted to:
Erika Martinez
Assistant General Services Director
City of Midland
300 N. Loraine
Midland, TX 79702

Statement of Qualifications for: On Call Professional Services for the Utilities Dept
RFQ 25004091
Date of submittal: April 9, 2025 at 2:00 PM

Letter of Interest

CITY OF MIDLAND, TX

April 9, 2025

RE: On Call Professional Services for the Utilities Dept RFQ #25004091

Dear Selection Committee,

We understand that maintaining and improving your infrastructure is crucial to supporting a growing community. That's why you need a consultant with proven experience to tackle challenges in a timely manner. We bring experience with utilities across the state and nation, along with the support of regional and national experts to address every project need. **Our Midland focused team is built to meet your needs, combining robust technical resources with a relationship-driven approach.**

We will leverage our depth of resources both nationally and locally to meet Midland's on-call needs. Our multi-disciplinary team of engineers collaborates seamlessly to address challenges and provide result-driven solutions. Our subject matter experts exemplify our commitment to staying at the forefront of technological advancements, by making sure our solutions are effective and forward-thinking.

Our carefully selected team, led by Project Manager Cory Higgins, is ready to serve as your trusted partner by delivering on key projects. As your trusted partner, I, Cory Higgins, will serve as your local project manager, backed by an experienced team committed to responsive, personalized service. Selecting Garver means gaining a trusted team ready to support every City of Midland project when you need us.

Garver will address your complex challenges with innovative solutions. Our Midland focused team will deliver timely and personalized solutions to the City of Midland for any type or size of project. Selecting Garver means gaining our extensive resources, dedicated to helping you solve any current and future challenges. If you have any questions, feel free to contact me at 501-255-3596 or MCHiggins@GarverUSA.com.

Sincerely,
GARVER

Cory Higgins, PE
Project Manager

Tina Hanson, PE
Principal-in-Charge

Randy McIntyre, PE, BCEE
Authorized to Bind the Firm

CONTACT PERSON



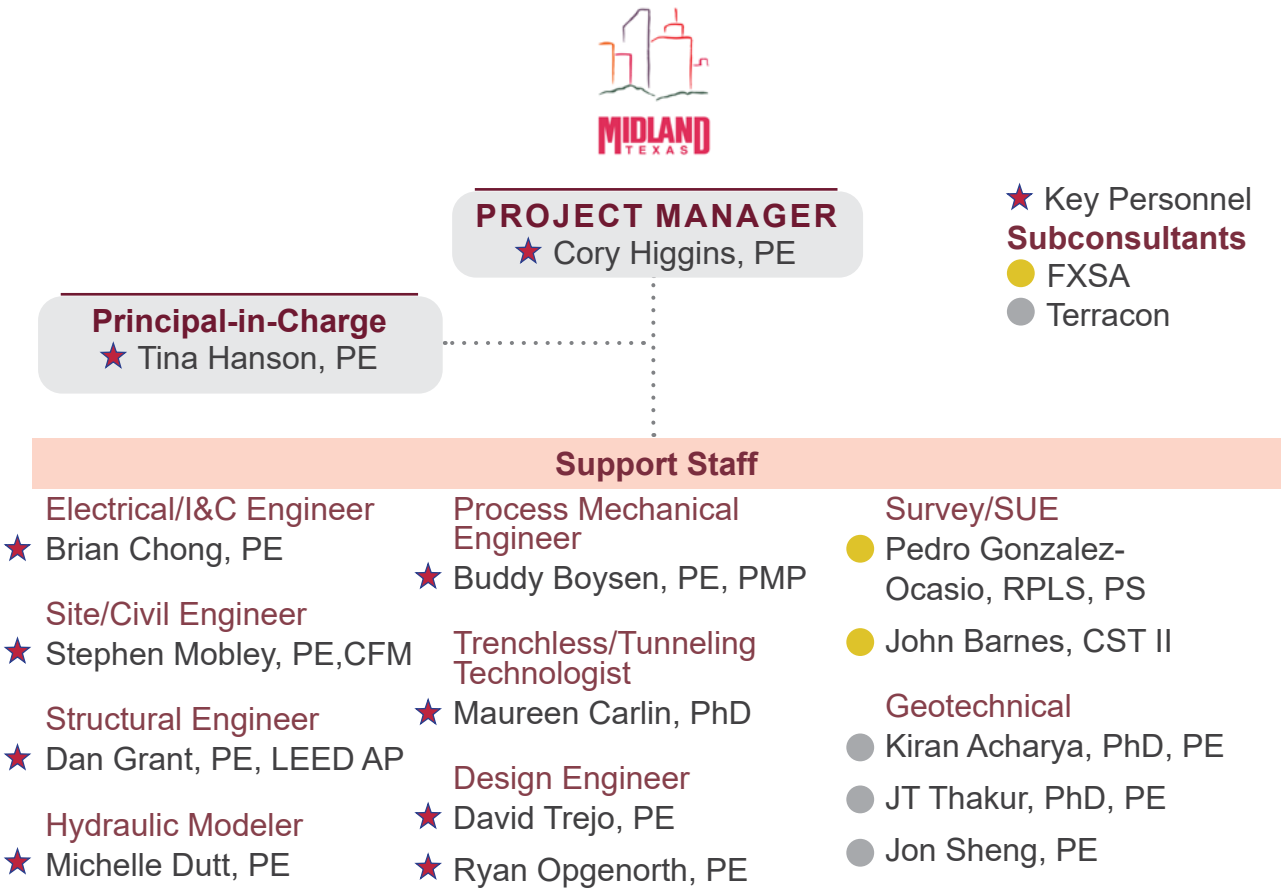
GARVER
Cory Higgins, PE
500 Chestnut St.
Suite 1711
Abilene, TX 79602
501-255-3596

FXSA
Pedro Gonzalez-Ocasio, RPLS, PS
1300 Montana Ave
El Paso, TX 79902
915-533-4600

TERRACON
JT Thakur, PhD, PE
10400 State Highway 191
Midland, TX 79707
432-684-9600

3.3 Service Provider Organizational Chart

Your projects will be led by Cory Higgins, PE, an expert in water and wastewater infrastructure projects throughout West Texas. His expertise helps guide projects from planning to completion.



Key Team Member Spotlight



Cory Higgins, PE
Project Manager

With 14 years of experience in water and wastewater engineering, ***Cory enjoys solving issues in his local community and seeing projects reach completion.*** For Cory, fostering a relationship of trust and openness is the biggest contributor with clients for successful projects. He values a unified team with clear direction and expectations, so that everyone can work toward the same goal. Most importantly, Cory strives to conduct business with integrity by demonstrating he's here to work with you to solve your problems and achieve your goals.

3.4 Service Provider Qualifications

We have a history of addressing on-call needs by delivering innovative solutions to complex challenges.



We've grown tremendously since we first opened our doors in 1919, but one thing remains the same—providing expert, responsive services with cost-effective innovations.

With more than 1,400 employees in 61 offices across 22 states. Garver is a multi-disciplined company offering a wide range of services. For more than a century, we've been serving as a trusted advisor and providing long-lasting solutions to water and wastewater treatment, water supply, and infrastructure challenges, all while meeting budgets and finishing projects on time.

Garver has built a reputation for delivering diligent service and leading-edge design, and that strong work ethic has resulted in quality projects and lasting relationships. We've continually supported the growth of communities across our footprint by customizing solutions using our extensive resources and nationally recognized experts.

Name and Business Address of the Firm Responsible for the Work:

Garver LLC
500 Chestnut St.
Suite 1711
Abilene, TX 79602
501-255-3596



Tina Hanson, PE
Principal-in-Charge
817-471-7201
TEHanson@
GarverUSA.com

Subconsultant Key Personnel will report to Garver's Principal-in-Charge

Subconsultant Key Personnel Assigned to the Project

Frank X. Spencer and Associates, Inc. (FXSA) is a professional consulting firm founded in 1979. FXSA specializes in surveying, mapping, and SUE services. ***Pedro Gonzalez-Ocasio, RPLS, PS and John Barnes, CST II will serve as key personnel on each City of Midland project.***

Terracon Midland has been providing engineering consulting services to the Permian Basin and West Texas region since 2006. They specialize in a wide array of geotechnical site exploration tools and material laboratory tests for civil designers. ***Jon Sheng, JT Thakur, PhD, PE, and Kiran Acharya, PhD, PE will serve as key personnel on each City of Midland project.***

3.5 Service Provider Project Team

Our Midland focused team will leverage their extensive experience to address your specific needs, delivering tailored and result-driven solutions.

Cory Higgins, PE | *Project Manager*
Cory has managed over 50 projects for local governments and water providers in West and Central Texas, specializing in public water systems.
BS, Civil Engineering | PE#122012 | 14 yrs

Tina Hanson, PE | *Principal-in-Charge*
Tina has experience bringing water supply solutions to communities across Texas with over 30 treatment plants.
MS, Environmental Engineering; BS, Civil Engineering | PE#67820 | 40 yrs

Buddy Boysen, PE, PMP | *Process Mechanical Engineer*
Buddy specializes in innovative membranes technologies and advanced treatment technologies.
BS, Civil Engineering | PE#119621, PMP#2817559 | 25 yrs

David Trejo, PE | *Design Engineer*
David's pipeline condition assessment expertise allows him to understand the complexities of conveyance systems.
BS, Civil Engineering | PE#135193 | 13 yrs

Ryan Opgenorth, PE | *Design Engineer*
Ryan brings a real-world understanding of constructability to design projects using his expertise in transmission and utilities.
MS, Water Resources; BS, Civil Engineering, BA, Natural Sciences | PE#115929, AMPP Basic Coatings Inspector#9806642 | 14 yrs

Maureen Carlin, PhD | *Trenchless/ Tunneling Technologist*
Maureen is a national expert in trenchless design. She will bring that expertise to your projects for all types of trenchless design as it relates to constructability.
PhD, Civil, Environmental, and Sustainable Engineering; MBA, Marketing; BS, Architectural Engineering | NASCLA#Nascc10091 | 23 yrs

Brian Chong, PE | *Electrical/I&C Engineer*
Brian's expertise in the design of electrical systems give him a unique perspective on the programming needed to maintain an effective ecosystem.
BS, Electrical Engineering | 108528 | 17 yrs

Stephen Mobley, PE, CFM | *Site/Civil Engineer*
Stephen excels with efficient design under tight budgets and is adept at securing project funding. His career has focused on design services.
BS, Architectural Engineering; BA, Journalism | PE#117365, CFM#4479-23N | 17 yrs

Dan Grant, PE, LEED AP | *Structural Engineer*
Dan's structural expertise includes the design and replacement of more than 9 lift stations ranging from 1 to 200 MGD.
MS, Structural Engineering; BS, Civil Engineering | PE#90674, | 31 yrs

Michelle Dutt, PE | *Hydraulic Modeler*
Michelle's career has focused on enhancing the field of water resources engineering through data analytics.
MS Environmental Fluid Mechanics and Hydrology; BS, Civil and Environmental Engineering | PE#147500 | 10 yrs

3.6 Service Provider Projects

DeSoto Hampton Road Booster Pump Stations Improvements | DeSoto, TX



Through the development of the 2021 DeSoto Water Distribution System Master Plan, ***Garver identified the need to replace the existing 13 MGD Hampton Pump Station*** with the addition of new booster chloramination equipment to improve water distribution quality and efficiency. Garver is providing design, bid, and construction phase services for improvements consisting replacement of the existing pump station with a new 13 MGD pump station, new electrical improvements, relocation of the chloramine booster facility, new security, lighting, site drainage, and roadway and site improvements.

Construction Cost: $6,940,000
Date Completed: 6/25/2024

REFERENCE

City of DeSoto, TX
Brandon Lacy
211 E. Pleasant Run Road
DeSoto, TX 75115
972-230-9640

Cleburne Hulen Park Area Sewer Improvements | Cleburne, TX



Garver provided design for a proposed 36-inch sewer interceptor for the City of Cleburne to address sanitary sewer overflow occurring in the Hulen Park area. Multiple aging pipelines and infrastructure combined to a single outfall at Hulen Park causing consistent overflows and backups in the system to be routine. ***A trenchless approach was needed for 1,100 feet of the 36-inch sewer interceptor.*** The improvements consisted of over 6,000 linear feet of sewer pipeline. The new sewer pipeline is under construction and will successfully address overflow challenges in the area going forward.

Construction Cost: $8,429,672
Date Completed: 4/30/2024

REFERENCE

City of Cleburne, TX
Kevin Jaeger
PO Box 677
Cleburne, TX 76003-0677
903-353-7191

Fort Worth Water and Sewer Replacements | Fort Worth, TX



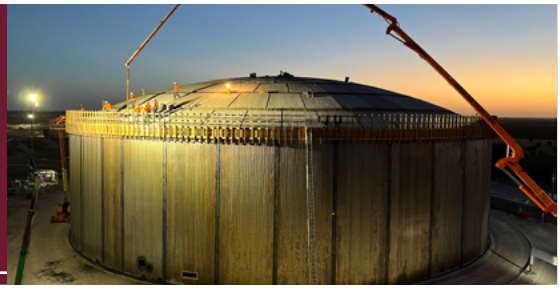
Due to the aging and deteriorating condition of the water and sewer lines in the area surrounding the project, the City of Fort Worth contracted Garver to design water and sewer line improvements ***which included approximately 9,700 linear feet of 6- to 24-inch diameter water lines and 1,300 8-inch wastewater sewer mains.*** By providing design, survey, and construction services, Garver improved residential neighborhoods throughout the city and stabilized multiple deteriorated pipelines in Fort Worth. Garver's design team also collaborated with our Transportation group on street improvements along the alignment which included approximately 10,000 SY of asphalt pavement improvements.

Construction Cost: $8,500,000
Date Completed: 3/1/2025 (Est.)

REFERENCE

City of Fort Worth, TX
Tonya Sholola, PE
311 W. 10th Street
Fort Worth, TX 76102
817-392-6054

Lubbock 8MG Clearwell | Lubbock, TX



The North Water Treatment Plant (NWTP) currently has a 6 million gallon (MG) GST that supplies Pump Station 11 for water distribution. During a freeze event in 2018, the air vent to the tank froze shut causing the tank to over pressurize with resulting severe structural damage. ***Garver evaluated optimum tank hydraulics and tank geometry for optimum life-cycle costs. A single 8 MG GST was the final design selected.*** The design accounted for existing pumping conditions, and a very narrow operating range due to downstream conditions. Placement on the site was balanced with required excavation, fill and piping costs to fit within the hydraulic constraints.

Construction Cost: $7,500,000
Date Completed: 5/3/2023

REFERENCE

City of Lubbock, TX
Bailey Ratcliffe, PE
1314 Avenue K, Floor 7
Lubbock, TX 79401
806-775-3254

Sherman WTP Expansion | Sherman, TX



To meet historic demands in growth, the City of Sherman needed to increase water capacity. Garver is currently working with them to provide design and construction support through two packages to expand their water treatment plant (WTP) and increase their overall capacity from 20 MGD to 55 MGD***. The Garver team expanded the filtration system and high-service pump station to increase capacity by 5 MGD in 2024,*** including designing UF and RO skids, implementing disc filters, and making necessary modifications. We also evaluated pre-treatment systems and will assist with bidding and construction services.

Construction Cost: $11,221,699
Date Completed: 05/1/2025 (Est. Design); 4/30/2030 (Est. Construction)

REFERENCE

City of Sherman, TX
Thomas Pruitt, PE
220 W. Mulberry St.
Sherman, TX 75091
903-892-7201

ABCWUA Manhole Rehabilitation | Albuquerque, NM



Garver provided design plans and specifications to ABCWUA for rehabilitating sanitary sewer manholes using various insert options. The project included site evaluations, detailed plans, topographic surveys, and geotechnical evaluations. Rehabilitation options included FRP pipe inserts, prefabricated fiberglass inserts, and polymer concrete inserts, with finite element analysis for the FRP option. ***The project involved rehabilitating and replacing 48-inch and 96-inch diameter manholes on pipes ranging from 18- to 54-inch trunk sewer lines, as well as the installation of 18 new trap manholes upstream***, and necessary dewatering associated with the rehabilitation efforts.

Construction Cost: $766,029
Date Completed: 9/30/2023

REFERENCE

City of Albuquerque, NM
Tom Matthews, PE
P.O. Box 568
Albuquerque, NM 87103-0568
505-842-9287

Lawton SEWTP Dewatering and Anaerobic Digester Improvements | Lawton, OK



Garver is partnering with the City of Lawton to implement improvements at both their Southeast Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP). Currently, residuals from the SE WTP are pumped to the WWTP to an aged solids handling system. Garver is currently in the preliminary design phase for implementing a new residuals handling and dewatering system at the SE WTP. Garver is also designing Phase II Improvements at the WWTP. Phase II will include a new mechanical dewatering facility, ***an expansion of the existing anaerobic digestion facility***, and various rehabilitation efforts. **Construction Cost: $6,481,963**
Date Completed: 05/01/2025 (Est. Design); 1/1/2027 (Est. Construction)

REFERENCE

City of Lawton, OK
Rusty Whisenhunt
2100 SW Sixth Street
Lawton, OK 73501
580-581-3324

Mansfield Turner Way Lift Station | Mansfield, TX



The City of Mansfield's 0.6 MGD Turner Way Sewer Lift Station serves the Oak View Estates Housing Addition. Due to power outages and equipment breakdowns, upgrades were needed. ***Garver provided design and bidding services and is currently supporting construction improvements***, including replacing electrical and control systems, installing new pumps, upgrading discharge piping and valves, making site improvements, erecting new fencing, and setting up emergency backup power. Preliminary design work involved analyzing backup generator options, confirming system hydraulics, selecting pumps, establishing electrical design criteria, and planning site improvements. **Construction Cost: $1,300,000**
Date Completed: 3/1/2024

REFERENCE

City of Mansfield, TX
Luke Gorlaski, PE
1200 E. Broad Street
Mansfield, TX 76063
817-477-2248

Eagle River WSD - Vail WWTP Alternative Siting Study | Vail, CO



Garver evaluated the feasibility of replacing and relocating an existing WWTF to a new site, ensuring it met community setback requirements. The analysis developed a design package for long-term nutrient removal treatment to meet Colorado's Regulation 31 standards (0.02 mg/L total phosphorus and 2.0 mg/L total nitrogen). The proposed facilities needed to treat 4.0 MGD average flows and peak month loadings, with space constraints due to high rights-of-way and adjacent recreational facilities. Design included stacked facilities and interconnecting tunnels for piping and electrical/control systems, using ***membrane bioreactors for nutrient removal***.

Study Cost: $16,102
Date Completed: 5/10/2019

REFERENCE

Eagle River WSD, CO
Roman Siri
846 Forest Road
Vail, CO 81657
970-476-7480

Mountain Home WTP Improvements | Mountain Home, AR



Garver strategically planned for multi-phased delivery of system-wide upgrades and expansions at the Mountain Home Water Treatment Plant (WTP). With limited clearwell volume at the WTP, the City had to apply chlorine to raw water to achieve the required disinfection credit. Garver designed a larger clearwell, a new sodium hypochlorite feed system to replace the existing chlorine gas disinfection system at the WTP, plus ***a new chlorine dioxide generator that provides chlorine dioxide for preoxidation and disinfection upstream of the filters.*** These changes make the WTP safer for operators and nearby residents while providing adequate disinfection to limit the formation of regulated DBPs.

Construction Cost: $4,413,838
Date Completed: 2/23/2017

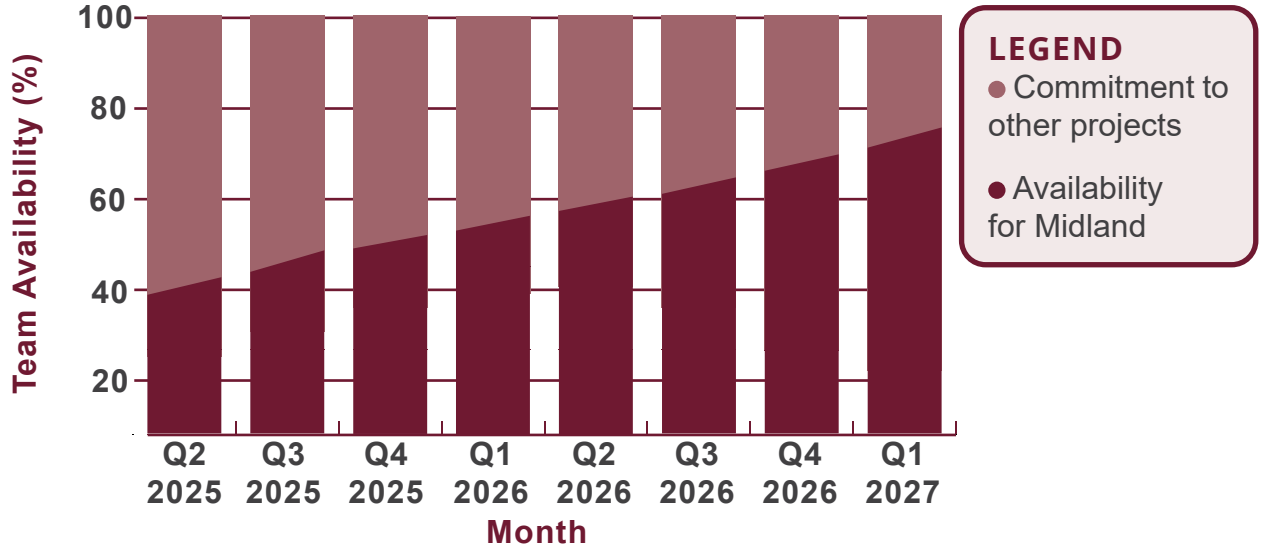
REFERENCE

City of Mountain Home, AR
Alma Clark
752 N College St
Mountain Home, AR 72653
870-425-5116

3.7 Service Provider Staff Availability

Our Midland focused team is well-positioned to support your current and future projects. This section highlights key personnel availability across each office.

Our team's current workload in the Abilene, College Station, and Fort Worth offices allow them to devote their time to support Midland on upcoming projects. **The chart below shows the present workload at the offices where this project will be accomplished including on-site technical staff availability:**



Present workload assessment at each office:

- **Abilene, TX: 7 active projects, $1,095,900 total size**
- **Fort Worth, TX: 21 active projects, $16,330,396 total size**
- **College Station, TX: 52 active projects, $240,000,000 total size**

Narrative on the travel times and methods to the City of Midland Utility Facilities:

Each of our offices is strategically located near Midland to provide on-site availability to meet your on-call project needs. Our team will travel by car or plane to serve as your trusted advisor throughout each project:

Garver's Abilene team is only 2 hours away, and will drive to Midland for all project needs.

Our Fort Worth office is only 4 hours away and will travel by car or plane to serve as your trusted partner on all Midland projects.

Our College Station office is 6 hours away and will travel by car or plane for on-site project needs.

3.8 Service Provider Subconsultant Project Team

Our team has selected FXSA and Terracon to support the surveying and geotechnical aspects of Midland's projects.

Pedro Gonzalez-Ocasio, RPLS, PS | *Survey*
Pedro has managed survey projects for state departments, land development, and major infrastructure projects in oil & gas and renewable energy throughout Texas, specializing in boundary, topographical, utility, subdivision,road surveys, platting, metes and bounds legal descriptions, and ALTA surveys, as well as field data collection and plat preparation for wastewater, storm sewer design, construction, and advanced mapping methods.
BS, Land Surveying; AA, Civil Engineering | RPLS#6429 | 40 yrs

John Barnes, CST II | *SUE*
John has a proven ability to coordinate design conflict resolution plans with utility companies, ensuring compliance with CI/ ASCE 38-02. He is experienced in SUE phase/task management, directing field crews, overseeing data collection, and working closely staff for accuracy and efficiency. John is skilled in non-invasive geophysical equipment and conducting surveys to access difficult sites with precision. Skill set includes AutoCAD Civil 3D, Carlson Recap Pro, Trimble Business Center, Hilti, TopCon, Trimble, and Leica GPS receivers, total stations, and 3D laser scanners, 4M Analytics.
BS, Surveying Engineering | CST II #1217-5870 | 9 yrs

Jon Sheng, PE | *Geotechnical*
Jon specializes in civil and geotechnical engineering services, as well as construction materials testing for various industries including water and wastewater treatment facilities. He has overseen over 8,000 projects in his 36 year career and leads Terracon's Midland, Texas office.
MS, Civil/Geotechnical Engineering; BE, Civil Engineering | PE#109551 | 36 yrs

JT Thakur, PhD, PE | *Geotechnical*
JT's expertise in geotechnical engineering includes site feasibility studies, geotechnical investigations, soils and materials laboratory testing, and a wide rang of energy, industrial, and commercial development projects including water and wastewater.
PhD, Civil Engineering; MS, Civil Engineering; *BE, Civil Engineering | PE#122286 | 10 yrs*

Kiran Acharya, PhD, PE | *Geotechnical*
Kiran has managed over 300 projects, including water and wastewater line extension and replacement efforts for the City of Midland. His experience includes geotechnical services for sanitary sewer line replacements, water line extensions, and water storage tanks, and Horizontal directional drilling (HDD) projects.
PhD, Civil Engineering; ME, Civil Engineering; BE, Civil Engineering | PE# | 6 yrs

3.9 Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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 RMcIntyre

Signature of vendor doing business with the governmental entity

04/09/2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

3.10 Previous Legal Actions | Appendix

Garver, LLC, similar to most companies, periodically engages in formal dispute resolution through the ordinary course of its business. The results of such dispute resolution, including litigation, often are subject to confidentiality provisions. Garver has no pending or past water business-related design lawsuits in the past five (5) years, nor any pending or past litigation matters that would have a material impact on the company's financial standing and/or performance on this project. If specific information involving any specific claim against Garver is needed, please contact Garver's General Counsel, Kurtis John, at 479-287-4678.

Terracon is a large engineering firm specializing primarily in geotechnical, environmental, and construction materials testing, and we perform tens of thousands of projects nationwide. Given the large volume of projects we perform annually, we are subject to periodic claims and litigation. The number of claims received annually is a very small percentage of the overall number of projects performed, well less than 0.5% of the total.

As a large firm performing many projects, on very rare occasions we have terminated services on our projects prior to project completion. These situations usually arise from a failure to pay for those services, or from decisions to reduce our scope of service to the point where we are no longer comfortable, from a professional perspective, with the continuation of our services on a project. Again, we would stress that we perform several thousand projects annually and these situations arise very rarely and only after thorough efforts to reasonably resolve these issues.

FXSA occasionally engages in formal dispute resolution through the ordinary course of its business. FXSA has no current survey-related disputes that would have a material impact on the firm's financial standing and/or performance on this project.

Addendum 1 Acknowledgment

25004091

On Call Professional Services for Utilities Department

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Q1: Is the Conflict of Interest Questionnaire excluded from the page count?
A1: Yes, the Conflict of Interest is excluded.

Q2: Item 3.6.3 of the RFQ (page 7) reads "Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design." Could you please clarify or expand on what kind of similarities this requirement is referring to? If possible, please provide an example.
A2: Water, Wastewater main line design, treatment plant design, projects with TCEQ approval, etc.

Q3: Is item "9.) Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years." excluded from the 12-page limit?
A3: No

Q4: Is a Table of Contents allowed? If so, would it be excluded from the 12-page limit?
A4: Yes it is allowed. It is included in the 12 page limit.

Q5: Item 3.6.1 in the RFQ (page 7) reads "A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed." Please clarify what is considered "recently completed"?
A5: 10 years

Q6: Will an arial condensed font be accepted?
A6: Arial

Q7: Are sections 3.5, "Service Provider Project Team" and 3.9, "Service Provider Subconsultant Project Team" considered to be the resumes that go in the appendix and do not go towards page count?
A7: Resumes will not count in the 12 pages.

Addendum 1 Acknowledgment

Q8: Is a smaller font size allowed for tables, header/footer, captions or sidebars?
A8: Yes, just not smaller than size 10.

Q9: The numbering of sections increases from "3.7 Service Provider Staff Availability" to "3.9 Service Provider Subconsultant Project Team". Should section 3.9 be updated to section 3.8?
A9: Yes

Q10: Are the form sections 3.10 and 3.11 included in the 12-page count requirement? Do covers count toward the limit as well?
A10: NO

Q11: In section 3.6 is it acceptable to list anticipated/estimated completion dates?
A11: Yes

Q12: Does the Conflict of Interest Questionnaire count towards the 12-page limit, since its uploaded as a separate document on Bonfire?
A12: No

Q13: Due to page limitations, can we provide Section 3.11 Previous Legal Actions as an appendix that does not count toward the 12-page limit?
A13: Yes

Q14: Will the City extend the due date to accommodate the receipt of Questions that are due on April 4?
A14: Didn't we already extend this?

Q15: Can we submit qualifications for only our in-house capabilities, and identify subconsultants at a later time based on the assigned scope of work?
A15: No

Q16: There is no 3.8 section. Is it okay if we renumber 3.9 – 3.11 to adjust for the missing 3.8?
A16: Yes

Q17: The current 3.9.1 is the same as 3.5.1. Are you looking for different information on 3.9.1?
A17: 3.9.1 is for sub-consultants, 3.5.1 is for the Consultant team.

Q18: Will including a cover page be considered part of the 12-page limit?
A18: No

Addendum 1 Acknowledgment

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	04/09/2025
Bidder Authorized Signature	Date

Addendum 2 Acknowledgment

25004091

On Call Professional Services for Utilities Department

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: 1.6 SELECTION: The City will select up to six (7) qualified Engineering Firms to provide Engineering Services on an as-needed basis to the City for a term of five (5) years.

Would the company still be eligible to participate in this bid even though they are not an Engineering Firm?
A1: You are welcome to apply but the City of Midland is searching for an on-call engineering service.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	04/09/2025
Bidder Authorized Signature	Date

Appendix — Resumes



Cory Higgins, PE

PROJECT MANAGER

Cory has played a vital role in successful water and wastewater infrastructure projects including pipelines, pumping, storage, and treatment facilities. While his focus is on water and wastewater engineering, his previous experience helping municipalities with a wide range of projects has provided him with a broadened perspective for problem solving and seeing the bigger picture. As a project manager, Cory leverages his skillset to drive your project forward with your budget and scheduling needs at the forefront of every decision.

EDUCATION

Bachelor of Science, Civil Engineering

REGISTRATION

Professional Engineer, TX #122012

* *Denotes previous firm experience.*

Rolling Hills Lift Station, Arlington, TX | Arlington, TX
Project manager and design engineer for the design and construction of a new wastewater lift station to service the Rolling Hills subdivision.

Water and Sewer Improvements Phases 1-5 | Snyder, TX*
Project manager for this multi-phased replacement program by the City of Snyder to target replacement of aging water and sewer infrastructure and address capacity deficiencies. The program consisted of five separate design and construction contracts. These contracts included replacements of water and sewer lines from 6- to 30-inch diameter, two new elevated tanks, and one new pump station. It also included rehabilitation of existing elevated and ground storage tanks, pumping facilities, and manholes.

2nd Pressure Plane Supply Line Phase 1 | Abilene, TX*
Engineer responsible for the design and construction management of approximately 20,000 linear feet of 36-inch water line with over 1,000 linear feet of trenchless construction. This project included significant construction in congested public roads requiring careful coordination and traffic control planning.

Tina Hanson, PE

PRINCIPAL-IN-CHARGE



EDUCATION

Master of Engineering, Environmental Engineering

Bachelor of Science, Civil Engineering

REGISTRATION

Professional Engineer, TX #67820

Tina's 40-year career has spanned a wide variety of projects. From planning and funding to developing and implementing solutions, Tina has experience managing the entire lifecycle of a project. She's worked on over 30 water and wastewater treatment plants with ranges of small capacity up to 450 MGD. Tina's commitment to civil engineering stems from her passion of environmental preservation, specifically making sure our lakes, rivers, and streams are as clean as possible. As a result, she focuses on delivering solutions that adequately treat wastewater and allow it to return safely to those lakes and streams we all enjoy.

Dallas Water Utilities Pipeline Program | Dallas, TX
Project director for the design and survey of an estimated 46,597 total linear feet of main replacements, approximately 24,800 feet of 8- to 16-inch water mains, and approximately 24,500 linear feet of 8- to 12-inch wastewater mains at various locations.

Lubbock North Water Treatment Plant 8 MG Ground Storage Tank | Lubbock, TX
Project manager responsible for the evaluating location and number of tanks, optimum tank hydraulics and tank geometry for optimum life-cycle costs. The recommended tank design is a single 8 MG ground storage tank (GST) to replace the existing single 6 MG GST. Construction phasing and maintenance of plant operations during construction is included in the design.

Amarillo Hollywood Road Water Reclamation Facility Master Plan | Amarillo, TX
Principal in charge for the 2023 Hollywood Road WWTP Facility Assessment project that identified the need for accelerated expansion and improvements to accommodate current and future residential and industrial development. To meet the City's refined schedule, we reduced the project schedule by nearly 50% for issuance of the 24 MGD expansion design RFQ.

David Trejo, PE

DESIGN ENGINEER



Focusing on pipeline condition assessments, David's decade of experience allows him to understand the complexities and nuances of water and wastewater systems. Recently, water utilities have begun focusing on the pressure pipe components of their water systems, which drew David's focus in 2017. He works closely with clients to identify areas of concern and then creates customized plans using the right technology to provide a solution.

EDUCATION

Master of Engineering, Civil and Environmental Engineering

Bachelor of Science, Civil Engineering

REGISTRATION

Professional Engineer, TX #135193

OSHA 10-hour Construction Safety and Health, #26-702037090

Cleburne Hulen Park Area Sewer Improvements | Cleburne, TX

Project manager for the design of a proposed 30-inch sewer interceptor to address sanitary sewer overflows. The sewer improvements consisting of over 6,000 linear feet are also being coordinated with the upcoming planned park enhancements. The new sewer pipeline reduces the City's sewer inventory and addresses overflow challenges in the area.

Fort Worth Water and Sewer Replacements | Fort Worth, TX

Design Lead for the rehabilitation and replacement of approx. 9,700 linear feet of water lines (6-inch to 24-inch) and 2,400 linear feet of sewer mains. Project scope includes surveying, design, preparation of property acquisition documents, bidding services, and construction support services.

Mansfield 30-inch Transmission Main Extension | Mansfield, TX

Design engineer for the design of approximately 5,000 linear feet of 30-inch water transmission main along with a new meter station. The project included multiple subs such as SUE, topographic survey and Geotech along with coordination with different sub disciplines such as electrical and structural for the meter station.

Buddy Boysen, PE, PMP

PROCESS MECHANICAL ENGINEER



Buddy is a process engineer in water and wastewater treatment who specializes in innovative membranes technologies and advanced treatment technologies. His treatment experience covers every project stage from pilot testing to construction and start-up. With his areas of interest in sea water desalination, potable water reuse, and water reuse projects, he's developed patentable technology for desalination treatment and implemented large diameter reverse osmosis improvements.

EDUCATION

Bachelor of Science, Chemical Engineering

REGISTRATION

Professional Engineer, TX #119621

Project Management Professional, #2817559

Brownsville Public Utilities Board SRWA Membrane Evaluation and Improvements | Brownsville, TX

Technical lead during a project for control of membrane oxidation in the SRWA reverse osmosis system. Buddy was involved throughout the entire process to help prevent further membrane oxidation challenges.

Sherman Water Treatment Plant Improvements | Sherman, TX

Technical lead and design phase manager for the design and construction of two brackish surface water treatment design packages. The first package is a rapid expansion to help meet water demand

Solaris Water Produced Water Reuse Pilot Plant Design | Midland, TX

As the engineering lead on this project, he served as a process specialist for this program which is evaluating thermal and advanced membrane processes for high salinity brine treatment, and as a subject matter expert for membrane technologies.

Pflugerville WTP Owners Representative Expansion | Pflugerville, TX

Technical lead for the expansion of the 30 MGD Pflugerville WTP. The project evaluation and implementation of copper ion generators for zebra mussel control, plate settlers, rehab of submerged membrane treatment system, chlorine contact basin, clearwells and high service pumping improvements.

Brian Chong, PE

ELECTRICAL/I&C ENGINEER



EDUCATION

Bachelor of Science, Civil Engineering

REGISTRATION

Professional Engineer, TX #108528

Brian's 20-year career has focused on the communication of technology for water and wastewater treatment systems. This focus has included the design of whole electrical systems, for aspects such as entire chemical systems, HVAC, and SCADA. To design a plant's electrical system, Brian makes sure every component is connected and identifies the programming necessary to run the system smoothly. With experience ranging from lift stations to 300 MGD plants, Brian understands that the challenges of each project are unique to the system's size, needs, and long-term goals. He works closely with client staff and design engineers to develop tailored solutions that are both cost effective and have long-term reliability.

Sherman Water Treatment Plant Expansion | Sherman, TX
Electrical engineer responsible for sizing and routing power and controls conductors, new conduits, and ductbanks, and reviewing signals in process and instrumentation diagrams and one-line diagrams. Reviewed schematics, lighting panel elevations, I/O lists, grounding plans, power plans, and process and instrumentation diagrams for accuracy and consistency.

Eagle River WSD Avon Water Treatment Plant Chemical Feed Replacement | Vail, CO
Electrical engineer responsible for leading the electrical design for the facility's new chemical storage and pumping processes to replace the aging existing chemical systems. Also assisted with bidding, construction administration, and permitting services.

DeSoto Hampton Road Booster Pump Station Improvements | DeSoto, TX
Electrical engineer responsible for designing improvements for the demolition and replacement of the existing pump station with a new 11.6 MGD pump station, new electrical improvements, relocation of the chloramine booster equipment, and new chemical storage. Responsibilities included leading the electrical design.

Stephen Mobley, PE, CFM

SITE/CIVIL ENGINEER



Stephen has 16 years of experience and focuses his career on providing solid civil engineering design that are founded on sound design principles. He knows how to create efficient and effective designs within tight budget constraints. As part of design within budgets, Stephen also knows how to secure funding for projects so that they have the capital to provide the necessary service to their communities. In his experience, a successful civil design is one that works with other disciplines in a cohesive manner, building towards a unified design that achieves client goals.

EDUCATION

Bachelor of Science, Agricultural Engineering

Bachelor of Arts, Journalism

REGISTRATION

Professional Engineer, TX #117365

Certified Floodplain Manager, TX#4479-23N

DeSoto Hampton Road Booster Pump Station Improvements | DeSoto, TX

Civil lead for designing a new potable water booster pump station on an existing site. Improvements included a new connection to an existing tank, vertical turbine pumps, and chemical disinfection housed in a new CMU building. This included designing grade fill and a retaining wall to enable proper hydraulic operation of the pump system. He was also responsible for designing stormwater collection and management.

Fulshear WTP No. 1 Expansion | Fulshear, TX

Site civil and transmission task leader for a new 500,000-gallon ground storage tank, a new 3-MGD booster pump station, disinfection system improvements, an analysis of the existing air stripping tower, enhanced yard piping, and a new 16-inch water transmission line that will move water from the plant to the City's transmission system.

Bay City East Water Treatment Plant Detailed Design and Construction Phase Services | Bay City, TX

Civil engineer responsible for site layout, yard piping, paving and grading for a new 500,000 gallon water ground storage tank, 2,000 gpm groundwater well, pump station, and disinfection facilities. The design included design of a 60,000 gallon overflow detention pond and boring across State Highway 35 to connect to the existing water line.

Dan Grant, PE, LEED AP

STRUCTURAL ENGINEER



With 29 years as a structural engineer, Dan understands the necessity of a well-designed solution that provides long-term benefits for his clients. He enjoys collaboration and strives to makes things easier for the rest of the design team to give efficient project executions. Having faced complicated challenges throughout his career, Dan is well-versed in problem solving and leading creative solutions, saving clients thousands. Dan is passionate about keeping his clients informed throughout the duration of a project so they can clearly understand and feel confident in the work being performed. Dan prioritizes advocating for his clients and providing solutions that work in their best interest.

EDUCATION

Master of Science, Structural Engineering

Bachelor of Science, Civil Engineering

REGISTRATION

Professional Engineer, TX #90674

LEED Accredited Professional, Nationwide #0010223138

Sherman Water Treatment Plant Expansion | Sherman, TX

Senior structural engineer for the expansion of the City of Sherman's water treatment plant capacity by 5 MGD. Led the structural group in the design of the addition and replacement of pumps to increase the firm pumping capacity to 25 MGD, as well as associated piping modifications, electrical improvements, and structural modifications within the existing high-service pump station.

EPW Alfalfa Lift Station Rehabilitation and 6 MGD Expansion | El Paso, TX

Structural engineer for the rehabilitation and expansion of the Alfalfa lift station to a firm capacity of 6.0 MGD. The structural group will analyze and design the proposed two-level lift station with an enclosed structure located above the station for electrical equipment. Attention will be paid to eliminate problematic vibration characteristics at pump supports.

Laredo El Pico WTP Raw Water Intake Evaluation | Laredo, TX

Structural project manager and lead engineer for the comprehensive and detailed hydraulic evaluation of the raw water delivery system at the El Pico WTP. Providing hydraulic improvements including new surge tank, header piping, and standpipe.

Michelle Dutt, PE

HYDRAULIC MODELER



Michelle is a project manager on Garver's Water Infrastructure – Modeling, Analytics, and Planning (WIMAP) team with six years of experience. She brings unique expertise to the planning level of any project, as she has focused her career on enhancing the field of water resources engineering through data analytics. Specifically, Michelle has successfully helped water systems' various, siloed data sources work together to paint the most accurate understanding of the system. Making informed decisions when addressing system deficiencies requires tremendous amounts of data, so Michelle strives to make that as quick a process as possible for her clients.

EDUCATION

Master of Science, Environmental Fluid Mechanics and Hydrology

Bachelor of Science, Civil and Environmental Engineering

REGISTRATION

Professional Engineer, TX #147500

DeSoto Westmoreland Road Pump Station Improvements | DeSoto, TX

Project engineer responsible for hydraulic modeling and analysis to support rehabilitating the City of DeSoto's Westmoreland Pump Station. Responsibilities included pump step testing and collecting field data to evaluate actual pump performance and capacity and establish a baseline for existing operations.

GBRA Regional Raw Water Delivery System Hydraulic Analysis | Seguin, TX

Project technical lead responsible for hydraulic analysis of the Guadalupe-Blanco River Authority's Regional Raw Water Delivery System (RRWDS) containing three pump stations and a 20-mile-long transmission pipeline.

Northwest Reclaimed Water System Master Plan to#1 Preliminary Design Svcs | El Paso, TX

Project engineer responsible for demand analysis and developing a hydraulic model, calibrations, and evaluations as part of a Reclaimed Water Master Plan for the City of El Paso.

SAWS Acequia Lift Station and Force Main | San Antonio, TX

Responsible for Hydraulic analysis and modeling for the Acequia lift station and 30-inch Force Main improvements.



Maureen Carlin, PhD

TUNNELING/TRENCHLESS TECHNOLOGIST

EDUCATION

PhD, Civil, Environmental, and Sustainable Engineering

Master of Business Administration, Marketing

Bachelor of Science, Architectural and Civil Engineering

REGISTRATION

NASCLA - Commercial General Building Contractor, #Nascc10091

OSHA 30-hour Construction Safety and Health

Over the course of Maureen's career, she has been fortunate to expand her experience across a wide array of project types, sizes, and regions, both locally and internationally. From this experience, she has built an extensive knowledge of horizontal directional drilling (HDD) and micro tunneling techniques and applications. Maureen evaluates a variety of techniques for each project by considering location, depth, and pipe size to determine the best installation method. She also leverages her industry connections to find answers to the most complex of project challenges so that her clients receive the right solution for their project.

UTRWD Riverbend WRP West Influent Lift Station and Force Main | Lewisville, TX

Trenchless constructability lead for preliminary and final design of influent pumping improvements at Riverbend WWTP for Upper Trinity Regional Water District (UTRWD). This project includes a new 1,100 linear foot crossing of Lake Lewisville by horizontal direction drill (HDD).

NTMWD McKinney Eastside Gravity Extension Parallel Phase I Improvements Final Design | McKinney, TX

Trenchless constructability lead for design and construction administration for approximately 28,000 linear feet of 48- to 66-inch gravity interceptor improvements, to provide greater capacity to the North Texas Municipal Water District (NTMWD) system. This project included 1,800 linear feet of tunneling up to 92-inches in diameter.

Kingsland Water Supply Corporation 1431 Water Line and Booster Pump Station Decommissioning | Kingsland, TX

Technical advisor for the design, bidding services, and construction support of approximately 5,200 linear feet of 12-inch water line and approximately 1,700 linear feet of 6-inch water line.

Ryan Opgenorth, PE

DESIGN ENGINEER



Ryan leads infrastructure projects across Texas, leveraging a strong foundation in water and wastewater transmission and utilities. He has a proven track record of delivering successful projects for pipelines, pump stations, lift stations, intakes, elevated storage tanks, and ground storage tanks. From his previous field experience, Ryan brings a real-world understanding of constructability to every design project. As a result, he delivers practical design solutions optimized for efficiency and cost-effectiveness.

EDUCATION

Master of Engineering, Water Resources

Bachelor of Science, Civil Engineering, Water Resources

Bachelor of Arts, Natural Sciences

REGISTRATION

Professional Engineer, TX #115929

AMPP Basic Coatings Inspector, #9806642

BCRUA Phase 2 Raw Water Delivery System | Cedar Park, TX

Project manager for 60% design through final design for the intake portion of the project for the 150 MGD system. Intake portion of the job consist of 2 intake risers that are installed by reverse circulation drilling through the bottom of the lake and water column. *(Previous Experience)*

NTMWD Texoma Outfall to Wylie WTP Raw Water Pipeline, Section E | Wylie, TX

Design engineer for the fast-track design of the connection between the Lake Texoma Outfall and the Wylie Water Treatment Plant to combat invasive Zebra Mussels. This $280M project included 240 MG earthen balancing reservoir, approximately 48 miles of 84- and 96-inch diameter pipe, and blending facilities to connection to the four existing water treatment plants. Performed design services for approximately 11 miles of 96-inch pipe. *(Previous Experience)*

Colorado River Municipal Water District (CRMWD) Ward County Water Supply Project | Monahans to Odessa, TX

Design engineer for a fast-tracked, 42 mile 48- and 42-inch pipeline project from Monahans, Texas to Odessa, Texas. Included a mainline transmission pump station (30 MGD), well-field booster pump station (30 MGD), Odessa pump station (30 MGD), 25 miles of collection pipelines (8-36 inches) and development of a newly- acquired well field. Designed and constructed in 18 months. Served as construction inspector 25 miles of collection pipelines. *(Previous Experience)*

Pedro Gonzalez-Ocasio, RPLS, PS



SURVEY

Pedro has over 40 years of experience as a professional land surveyor across various sectors. He has a deep understanding of surveying principles with experience across state departments, land development, and major infrastructure projects in oil & gas, as well as renewable energy. Pedro's surveying expertise spans all disciplines including boundary, topographical, utility, subdivision, road surveys, platting, metes and bounds, legal descriptions, and ALTA surveys. He also has additional experience in field data collection and plat preparation for wastewater, storm sewer design, construction, and utilizing advanced mapping methods.

EDUCATION

Bachelor of Science, Land Surveying

Associates of Engineering, Civil

REGISTRATION

Registered Professional Land Surveyor, TX #6429

Pellicano Drive As-Built Survey | El Paso, TX

As the surveying lead to a prime firm, Pedro performed an as-built survey of 1.5 miles of Pellicano Dr. from Loop 375 to Air Coupe Way and two ponds east of El Paso which included reviewing previous surveys, kickoff meeting, locating 10 control points, measuring surface limits, performing a topographic survey at 100-foot intervals, and assessing existing improvements, utilities, pavement markings, and twenty property corners.

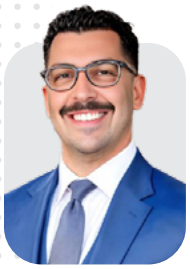
2023-2024 TxCDBG - Reconstruction of Madrid, Kelly, and Abbott Street | Marfa, TX

Surveying lead for the boundary and as-built for the reconstruction of three (3) streets, involving the renovation of 2,678 L.F. of concrete header curb, along with necessary utility adjustments, pavement removal, and traffic control measures. The project aimed to enhance roadway safety and accessibility while assuring compliance with local and state regulations. Additional appurtenances were included to support improved drainage and infrastructure durability.

USACE Tulsa District, Tulsa West Levee System Civil Survey for Levees A and B | Tulsa, OK

Surveying lead for levee alignments and protected areas within secured government boundaries and obtaining Rights of Entry for non-federal tracts.

John Barnes, CST II



SUE

John has over 9 years of experience in surveying, subsurface utility engineering (SUE), and geospatial services. He plays a crucial role in addressing complex design challenges that consist of utility conflicts. TxDOT pre-certified in SUE work categories. Excels in resolving complex utility conflicts and managing projects with precision. Mastery of technological advancements and SUE principles for seamless collaboration with surveyors & engineers to deliver accurate and high-quality results.

EDUCATION

Bachelor of Science, Surveying Engineering

REGISTRATION

Certified Survey Technician - Level II Field and Level II Office #1217-5870

EPW Survey, SUE, LiDAR for Frontera LS New FM Study, Design Phase #2 | El Paso, TX

Provided surveying and SUE services for this project, including planning, aerial control, drone flights, pipe inspections with CUES Digital Universal Camera, LiDAR acquisition, construction staking, topographic and boundary surveys, and GIS services.

TxDOT Reconstruction of US 54 from Kenworthy St. to McCombs St. | El Paso, TX

Conducted SUE, including utility plotting (QL-D), correlation with surface features (QL-C), geophysical mapping (QL-B), and precise test hole location (QL-A). We coordinated with utility owners, ensured permit compliance, and identified utility conflicts, including complex gas line relocations. The project also included design survey cross-section data, DTMs, utility locations, and topographical features such as bridges, drainage systems, wetlands, and boreholes.

CRRMA, Loop 375 Braided Ramps Utility Coordination | El Paso, TX

Provided Utility Coordination for the CRRMA Loop 375 Braided Ramps project located in El Paso, Texas. Conducted a records research and acquisition of available as-built utility records. This information was placed on the base map and provided to all utility companies with assets in conflict with project area.

Jon Sheng, PE

GEOTECHNICAL



EDUCATION

Master of Science, Civil Geotechnical Engineering

Bachelor of Engineering, Civil

REGISTRATION

Professional Engineer, TX #109551

Jon is a senior principal with Terracon and is the Office Manager of Terracon's Midland, Texas office. He has worked on all aspects of geotechnical engineering including services for landfill facilities. He has 36 years of geotechnical and civil experience, and has overseen execution of over 8,000 projects, including construction materials testing services for bridges, mass transit, airports, highways, tunnels, single-story to high-rise buildings, landfills, slopes, industrial facilities, sports arenas, dams, oil and gas storage tanks, and water and wastewater treatment facilities.

Pecos Barstow Toyah (PBT) ISD Projects | Pecos, Texas
Principal-in-charge for six PBT ISD projects from a geotechnical perspective and two projects from construction materials testing perspective. Those projects are located in a geologic region where karst formation is popular. For some of the projects, we have conducted geophysical studies to evaluate karst-formation potentials. We have recommended measures to minimize potential karst impacts on these projects.

City of Midland Briarwood Corridor | Midland, TX
Senior engineer for Geotechnical services for the construction phase of Briarwood Avenue rehabilitation. The project consisted of the construction of an about 1.6 miles long and approximately 74 feet wide new roadway. The geotechnical engineering services included laboratory testing (moisture content, Atterberg Limit tests, gradation analyses on subgrade soil and on existing base course materials, standard Proctor tests, and California Bearing Ratio (CBR) tests), analyses of laboratory and field testing data and geotechnical engineering report.

Big Spring VA Hospital | Big Spring, Texas
Senior engineer to provide geotechnical and construction materials testing services for the VA hospital project. Our services included field and laboratory testing of soil, concrete, structural steel, asphalt and aggregates.

JT Thakur, PhD, PE

GEOTECHNICAL



EDUCATION

Doctor of Philosophy, Civil Engineering

Master of Science, Civil Engineering

Bachelor of Engineering, Civil

REGISTRATION

Professional Engineer, TX #122286

JT is a principal and geotechnical department manager supporting Terracon's Midland, Texas office. He has over 10 years of geotechnical and construction material testing experience and is a Professional Engineer in the State of Texas. He has overseen execution of over 2,000 projects including site feasibility studies, geotechnical investigations, soils and materials laboratory testing, ground improvement, geosynthetics, pavements analysis and design, and geophysical testing.

Midland Sanitary Sewer Lines | Midland, Texas
Project manager for geotechnical engineering investigation. Coordinated field land laboratory works and provide geotechnical engineering recommendations for earthwork including pipe bedding and sewer pipeline installation. Team member for Subsurface Utility Engineering (SUE) services on this project where our geophysicists used several geophysical methods to locate subsurface utility lines

IH-20 Widening from East of JBS Parkway to East of CR-1300 | Odessa, Midland and Ector Counties, Texas
Project manager for geotechnical engineering investigation. Coordinated field and laboratory works and provided geotechnical engineering recommendations for earthwork, pavements, and project elements such as embankments, retaining wall, bridges, culverts, etc.

Briarwood Corridor Project | Midland, Texas
Project manager for geotechnical engineering investigation. This included reconnaissance survey to select the boring locations on existing county road, assigning field works to other engineering staff and drillers, assigning traffic control to the traffic-control sub-contractors, coring asphalt concrete, measuring thickness of existing asphalt surface course and base materials, supervising field works, conducting laboratory tests to determine the geotechnical properties of subsurface materials.

Kiran Acharya, PhD, PE

GEOTECHNICAL



EDUCATION

Doctor of Philosophy, Civil Engineering

Master of Engineering, Civil

Bachelor of Engineering, Civil

REGISTRATION

Professional Engineer, TX #41556

Kiran is a project engineer and project manager in Terracon's Midland, Texas office. He has over 6 years of geotechnical and material testing experience and has managed over 300 projects. His experience includes site layout and planning review for geotechnical exploration, supervision laboratory testing for soil, slope stability analysis, retaining wall expertise, foundations and pavements analysis and design.

Midland Sanitary Sewer Line | Midland, Texas
Project manager for geotechnical engineering investigation coordinating utility line marking in exploration area via submitting one call to Texas 811, assigning field works to other engineering staff and drilling sub-contractor, supervising field and laboratory tests to determine geotechnical engineering properties of subsurface materials. This included preliminary survey to prepare boring layout for new 6.75-mile-long sewer line.

TX-191 Sanitary Sewer Line | Midland, Texas
Project manager for geotechnical engineering investigation. Coordinated field land laboratory works and provided geotechnical engineering recommendations for definition of rock, suitable temporary slope, method of excavation for sewer lines, construction observation and testing, and sewer line bedding materials. This project included construction of a new 1.46-mile-long sanitary sewer line north and parallel to state highway 191 within City of Midland.

Midland County Water and Sewer Line Extension | Midland, Texas
Project manager for geotechnical engineering investigation. Coordinated field land laboratory works and provided geotechnical engineering recommendations for erosion control, pipe bedding materials, suitable excavation method for pipeline installation, earthwork construction considerations etc.

500 Chestnut St.
Suite 1711
Abilene, TX 79602
501-255-3596
www.GarverUSA.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.**

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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 RMcIntyre

Signature of vendor doing business with the governmental entity

04/09/2025

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.







STATEMENT OF QUALIFICATIONS:

On-Call Professional Services for Utilities Dept

RFQ 25004091

April 9th, 2025

PACKET 7.139 May 27, 2025

3.1 COVER CITATION

SUBMITTED TO:

Erika Martinez
Assistant General Services Director
City of Midland
300 N. Loraine,
Midland, TX 79701

3.2

Letter of Interest



April 9th, 2025
Erika Martinez
Assistant General Services Director
City of Midland
300 N. Loraine,
Midland, TX 79701

RE: Statement of Qualifications for On-Call Professional Services for the Utilities Department RFQ #25004091

Dear Ms. Martinez and Selection Committee Members:

The City of Midland (the City) has a long history of responsible stewardship of the City's water and wastewater infrastructure and you have made significant investments to ensure long-term high-quality service to your citizens. It has been a privilege to serve as your partner and trusted advisor on numerous recent projects at the Water Reclamation Facility (WRF) - formerly known as the Water Pollution Control Plant (WPCP) - and across your system. We look forward to collaborating with you on innovative and adaptive strategies on future assignments. Our team offers the following advantages:

Strong Relationships and Streamlined Communication. Our project team has a long and successful history with the City. **Contract Manager, Paula Jo Lemonds, PE (TX #99449), PG (TX #10173),** will partner with you to maintain open communication and implement strategies to achieve your objectives. Through this on-call work, Paula Jo will remain the City's trusted advisor for often complex situations. **Project Principal, Mark Borenstein, PE (TX #92239)**, will work closely with Paula Jo to verify she has the right resources available to respond to technical challenges and expedited schedules.

Local Resources Backed by State and National Expertise to Provide Innovative Solutions and Rapid Response for Unique Issues. We are a recognized leader in providing comprehensive water and wastewater services from the study phase through construction throughout Texas, the US, and most importantly, in Midland. Our team is structured to provide you with local resources backed by national expertise, providing cutting edge solutions to your critical infrastructure challenges in a timely manner, as demonstrated in our work to support the City through all aspects of the WRF upgrades and permitting.

No Learning Curve will Result in Cost and Schedule Efficiencies. We are familiar with the City's staff, processes, and procedures, enabling our team to respond to task order requests quickly and efficiently. We have successfully completed numerous task orders under our previous on-call contract.

As your trusted advisor on the WRF Secondary Improvements Project, we demonstrated that we have the City's best interests at heart and will represent you effectively on complex issues you face. We look forward to continuing our service to the City. If you need any additional information, please contact **Paula Jo Lemonds, PE (TX #99449), PG (TX #10173), Contract Manager,** at 512.912.5127. HDR is located at 4401 West Gate Blvd., Suite 400, Austin, TX 78745.

Sincerely,
HDR

Paula Jo Lemonds,
PE (TX #99449) PG (TX #10173)
Contract Manager

Mark Borenstein, PE
(TX #92239)
Project Principal

hdrinc.com 4401 West Gate Blvd., Suite 400, Austin, TX 78745 T 512.912.5100 F 512.912.5158

3.3

Service Provider Organizational Chart





PROJECT PRINCIPAL
Mark Borenstein, PE ✪
(TX #92239)

CONTRACT MANAGER
Paula Jo Lemonds, PE ✪
(TX, No. 133928),
PG (TX #10173)

QA/QC
Albert Rodriguez, PE ✪
(TX #84800)

TECHNICAL SUPPORT

REGULATORY SUPPORT
Paula Jo Lemonds, PE, PG ✪

REGULATORY ISSUES
Albert Rodriguez, PE
Paula Jo Lemonds, PE, PG

COMPLIANCE & PERMITTING
Paula Jo Lemonds, PE, PG

LEGAL & FINANCIAL ISSUES TECHNICAL SUPPORT
Albert Rodriguez, PE

ENVIRONMENTAL ASSESSMENTS
Ricky Wilson, PWS

PLANNING
Heather Lindner, PE ✪

COMPUTER MODELS & GIS
Heather Lindner, PE
Chris Amaral

RATE STUDIES & MUNICIPAL CODE REVISION
Grady Reed

LAND ACQUISITION
Erin Newberry, CFM, SR/WA, R/W-NAC, R/W-RAC

WATER
Sherif Mabrouk, PE ✪

RAW WATER
David Dunn, PE
Paula Jo Lemonds, PE, PG

WATER TREATMENT
Troy St. Tours, PE

WATER DISTRIBUTION & PUMP STATIONS
Cale Underberg, PE
Lou Portillo, PE

WASTEWATER
Albert Rodriguez, PE ✪

SEWAGE COLLECTION
Heather Lindner, PE
Cale Underberg, PE

WASTEWATER PLANT PROCESSES
Eric Evans, PE*, PhD
John Marler, PE

LEGEND
✪ Key Personnel
* PE in state other than TX
1 - Hugo Reed & Associates, Inc.
2 - Terracon Consultants, Inc.

SUPPORT SERVICES

DESIGN REPORTS & BIDDING ASSISTANCE
Albert Rodriguez, PE
Sherif Mabrouk, PE

OPERATIONS & TRAINING
Ed Griffenberg
Scott Joslyn, PE*

SURVEY/SUE
Robert Christopher, LSLS, RPLS [1]

GEOTECHNICAL
Tom Wesling, PE
Jitendra Thakur, PhD, PE [2]
Jon Sheng, PE [2]

CONSTRUCTION INSPECTION & MATERIALS TESTING
Eric Moreno, PE

ELECTRICAL
Paul Davila, PE, LEED AP

INSTRUMENTATION & CONTROLS
Stephen Horras, PE

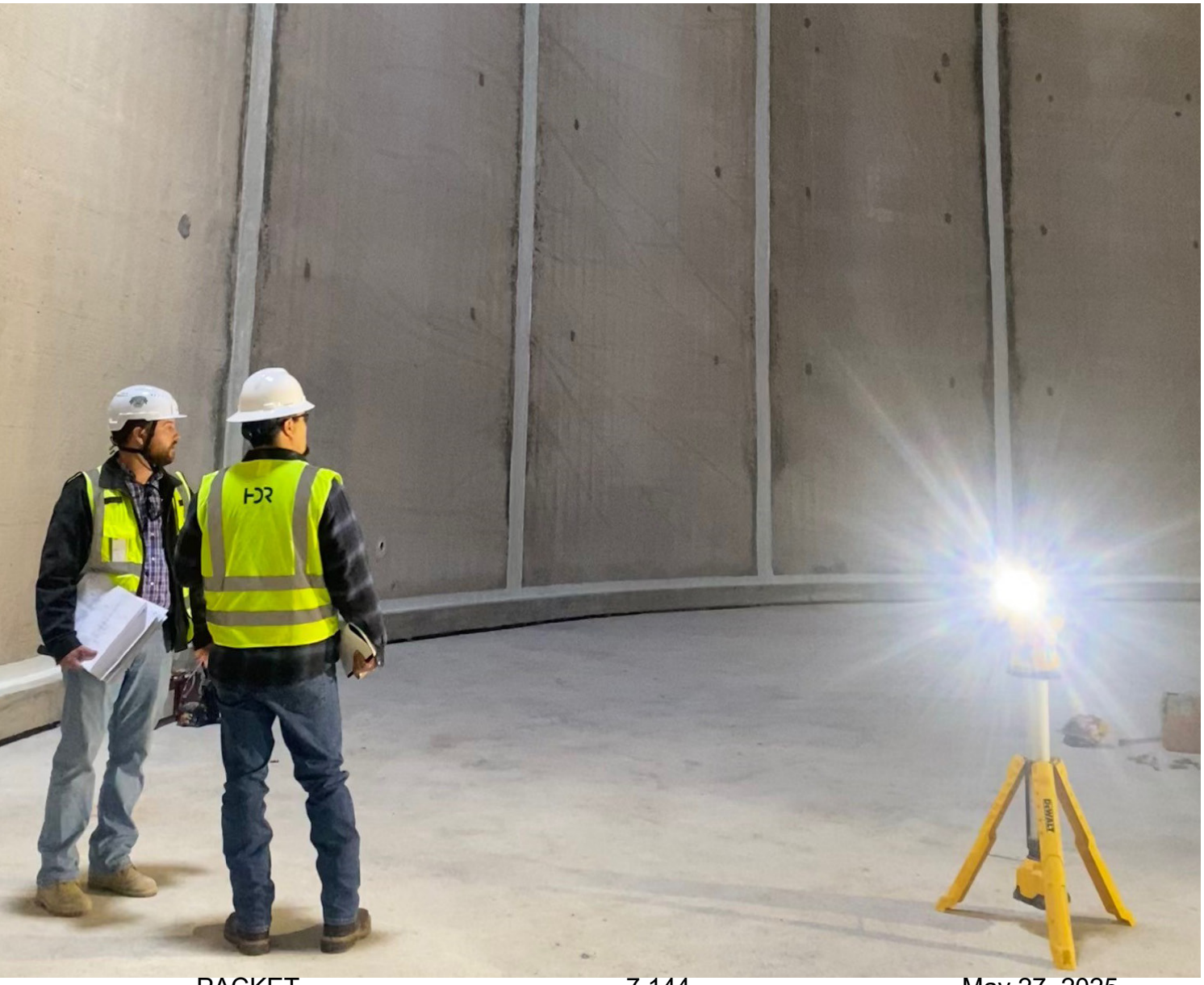
SAFETY & SECURITY
David Stephenson, RCDD, LEED AP

CITYWORKS
Matthew Wilson, GISP

All personnel listed are HDR employees unless noted otherwise

3.4

Service Provider Qualifications



SERVICE PROVIDER QUALIFICATIONS

Name of Firm: HDR Engineering, Inc.
Leadership Responsible For Work & Authorized To Bind The Firm:
Project Principal: Mark Borenstein, PE (TX #92239)
4401 Westgate Blvd., Suite 400, Austin, TX 78745
Contract Manager: Paula Jo Lemonds, PE (TX #99449), PG (TX #10173)
4401 Westgate Blvd., Suite 400, Austin, TX 78745

We value our long-standing relationship with the City. Since the construction of the current treatment facilities in 1996, we have assisted the City with permitting, design, and construction administration of numerous improvements to the City's WRF.

In 2010, based on our history of service and technical expertise, the City selected our company to advise on wastewater services. We developed a wastewater collection system model and designed the replacement of the Midway Lift Station. We also served as the City's Representative for the WRF Improvements Project.

We have also supported you in permitting the WRF, including the City's first TPDES discharge permit. In addition to supporting you at the WRF, you recently selected us to design improvements to the Paul Davis Well Field Pump Station, allowing us to gain experience in your water distribution system.

We are committed to continuing to provide the high level of service that you have come to expect from us. We have completed numerous successful projects across Texas, working with our clients to meet tight schedules and challenging budgets. Section 5 includes our recent project experience, executed by the staff, as shown on our organizational chart in Section 2.

Founded in 1917, HDR has

13,500+
Employees Worldwide

200+
Offices Globally

60+ years
of services provided in Texas

1,000+
Texas-Based Staff

2024 ENR Top 500 Design Firms Rankings

- **No. 6** › Top 20 in Design Firms
- **No. 6** › Top 20 in Water
- **No. 7** › Top 20 in General Building
- **No. 4** › Top 25 in Wastewater Treatment Plants
- **No. 6** › Top 50 in Water Supply
- **No. 6** › Texas-Louisiana Top Design Firms
- **No. 4** › Top 20 in Transmission Lines & Aqueducts

We are a global, employee-owned engineering, architecture, and consulting firm with over 13,500 professionals, including over 1000 professionals across 17 Texas offices. Our company is consistently ranked among the top firms by leading industry publications, including Engineering News-Record. Our responsive approach builds highly collaborative, cross-company teams that open new doors and solve challenging problems for clients. We have major offices in Austin, San Antonio, Corpus Christi, Dallas, Fort Worth, and Houston in Texas. Our professionals are available and committed to helping clients manage complex projects and make sound decisions. Our project control systems include tools for staff workload planning, project scheduling, budgeting and cost tracking, internal and external project communications, and regular management and quality control reviews. Through this system, we systematically achieve high-quality and cost-effective solutions for our clients.

3.5

Service Provider Project Team



SERVICE PROVIDER PROJECT TEAM

KEY PERSONNEL INFO



Paula Jo Lemonds, PE, PG
Role: Contract Manager/ Regulatory Support Lead
Registrations: PE, TX #99449 | PG, TX #10173
Industry Experience: 24 years

Paula Jo has 24 years of experience delivering complex projects and will apply her insights to deliver the City's engineering projects successfully. She will serve as the Contract Manager, establishing the best and appropriate HDR resources to serve Midland. Paula Jo continues to assist the City with TCEQ discharge permit compliance and support Utilities through her water supply planning experience.

City of Midland Projects

- WRF Expansion and Improvement Project
- TPDES Major Permit Amendment
- Groundwater Modeling Plan
- WRF Program Management



Mark Borenstein, PE
Role: Project Principal
Registrations: PE, TX #92239
Industry Experience: 30 years

Mark has 30 years of experience in civil engineering, including extensive experience with public involvement on complex and controversial projects. He has served as project principal on numerous projects and programs for local municipalities, counties, and TxDOT, and he has experience working on mega-programs throughout the United States. He will support Paula Jo and be responsible for committing team resources and confirming that project deliverables are reviewed for quality control and meet objectives.

City of Midland Projects

- WRF Expansion and Improvement Project
- Midway Lift Station
- Spraberry Pump Station
- Spraberry Plant/Farm Improvement



Albert Rodriguez, PE
Role: QA/QC/Wastewater Lead/Regulatory Issues/Legal & Financial Issues Technical Support
Registrations: PE, TX #84800
Industry Experience: 33 years

Albert has served as a project manager, engineering manager, design engineer, and resident project representative on complex projects throughout Texas and the US. He has supported the City in all aspects of wastewater treatment, permit compliance, and effluent management. As project manager, he led the WRF Improvements Design Project for the City. Albert has also served as a plant operator and will bring that perspective to the project.

City of Midland Projects

- WRF Expansion and Improvement Project
- Paul Davis Wellfield Pump Station Improvements
- WRF Upgrade and Satellite MBR Reclaimed Water System
- Spraberry Pump Station

KEY PERSONNEL INFO



Heather Lindner, PE

Role: Planning Lead/Computer Models & GIS/Sewage Collection

Registrations: PE, TX #105065

Industry Experience: 20 years

Heather is a professional engineer in Texas and project manager for HDR's Central Texas operation with 20 years of experience. She specializes in hydraulic modeling of various systems, including wastewater, stormwater collection, and water distribution. She is familiar with many different modeling software platforms and is proficient in geographic information system (GIS) applications. She has managed numerous modeling and master planning studies and worked on W/WW infrastructure design projects, including pipelines, lift stations, pump stations, and wastewater treatment design. She is also an experienced pipeline design engineer, bringing a practical perspective as she develops complex models.

City of Midland Projects

- WRF Program Management
- WRF Permit Renewal
- Plant Farm Pond Assessment and Design
- Dry-Weather Hydraulic Model



Sherif Mabrouk, PE

Role: Water Lead/Design Reports & Bidding Assistance

Registrations: PE, TX #128396

Industry Experience: 13 years

Sherif is a W/WW engineer with extensive experience serving as a task lead for W/WW conveyance design, water treatment and pump station design, and hydraulic modeling. He has served as a Project Manager or Project Engineer on numerous projects for the City and is currently supporting the Paul Davis Wellfield Pump Station Improvements and Plant Farm Effluent Return Pump Station and Force Main. His extensive experience with City projects and personnel will provide unmatched direction to the team and help meet project goals.

City of Midland Projects

- Paul Davis Wellfield Pump Station Improvements
- NE Sewer Line - Package B: Plant Farm Effluent Return Pump Station Project,
- WRF Program Management
- Plant Farm Pond Assessment and Design

3.6

Service Provider Projects with Reference Contacts



SERVICE PROVIDER PROJECT WITH REFERENCE CONTACTS

By consistently combining world-class technical expertise with practical local experience, we develop innovative techniques that deliver results for our clients. Every day, we support utilities like the City as they navigate the challenges inherent in water and wastewater projects, and we have a proven track record of success. The following projects included below successfully addressed local, state, and federal rules and regulations and issues related to land use, planning, development, and infrastructure design.

REGULATORY PLANNING AND SUPPORT

City of Taylor, Water & Wastwater Master Plan. Construction Cost: N/A | Completion Date: 2018 | Contact: Jim Gray, PE, City of Taylor, 400 Porter Street, Taylor, TX 76574, 512-365-7669

We created **new hydraulic models of the City's sanitary sewer and water distribution systems**, which were generated from the City's GIS data. Following model validation, we identified deficiencies in the existing systems to develop a prioritized capital improvement program for the City and plan for future growth. We also developed a water and wastewater rate study for the City and updated water and wastewater impact fees for the City's comprehensive plan.

City of Fredericksburg, TPDES Permit Renewal. Construction Cost: N/A | Completion Date: 2025 | Contact: Kris Kneese, PE, City of Fredericksburg, 126 W. Main Street, Fredericksburg, TX 78624, 830-997-7521

We assisted the City with the **renewal of TPDES Permit No. Q0014969001**. When TCEQ included chloride and TDS permit limits in the draft permit, we served as the primary technical author in the response requesting that site-specific studies be completed before issuing chloride and TDS permit limits. Following consideration of the response letter, the permit included reporting requirements for TDS and chloride. This work saved the City significant upgrade costs to its current wastewater treatment infrastructure.

WATER

San Jacinto River Authority (SJRA), 30 MGD Surface Water Treatment Plant. Construction Cost: $129M | Completion Date: 2016 | Contact: Ron Kelling, PE, SJRA, P.O. Box 329, Conroe, TX 77305, 936-588-3111

Our team was responsible for **planning, design, and construction administration services for Phase I of SJRA's 30 MGD Surface WTP**, which reduced groundwater demand and met future water demands in Montgomery County. We completed a pilot study of potential treatment processes to determine the appropriate technologies to treat Lake Conroe water and meet the needs and expectations of the stakeholders. The study's results were used in the design of the full-scale system. During the first year of operations, we performed extensive evaluations of individual processes and of the collective performance of the entire treatment plant. As a result of our success in meeting the treatment challenges during the first year of operation, the Owner retained our services during the second year to perform additional process and operations optimization studies.

City of Cedar Park, Cedar Park WTP. Construction Cost: $5.24M | Completion Date: 2017 | Contact: Kenneth Wheeler, PE, City of Cedar Park, 450 Cypress Creek Road, Cedar Park, TX 78613, 512-401-5584

We designed a series of six construction projects to incrementally increase the capacity of the Cedar Park WTP from 5 MGD to 26 MGD. These projects included constructing a new treatment building, installing additional package treatment units, adding clearwells, and increasing raw and finished water pumping capacity.

The 2017 Rehabilitation Project addressed the needs of the backwash handling system, discharge hoses on the raw water barge, and the installation of a PAX mixing system in an off-site ground storage tank for disinfection by-product reduction.

City of Kyle, FM 1626 Pump Station and Ground Storage Tank. Construction Cost: $26M (Est.) | Completion Date: Ongoing | Contact: Leon Barba, PE, City of Kyle, 100 W. Center Street, Kyle, TX 78640, 512-262-3958

The City of Kyle identified the need to increase both storage and pumping capacity at the existing FM 1626 Pump Station to receive future supplies from the planned Alliance Regional Water Authority (ARWA) transmission main, as well as the added capability of supplying water to a larger portion of the City's distribution system. The **design includes a new ground storage tank with 3.5 million gallons of capacity, new pumps to serve the High-Pressure Plane**, and a new building to house the electrical equipment and the booster chlorination system. The project also includes the design of approximately 5,400 LF of a 30-in pipeline from the pump station to the City's distribution system. Our team also assisted the City with acquiring the necessary ARPA funds for the design and construction of the project.

Carrizo Groundwater Supply Project, San Marcos High Service Pump Station (HSPS) and Lockhart Delivery Pipeline. Construction Cost: $17.3M | Completion Date: 2024 | Contact: Peter Newell, PE, Guadalupe-Blanco River Authority (GBRA), 2225 E. Common Street, New Braunfels, TX 78130, 830-560-3912

GBRA required the expansion of the HSPS at the San Marcos Surface WTP and the installation of a new delivery pipeline to the Lockhart WTP. At the San Marcos WTP, the work included analyzing the I-35 Treated Water Delivery System hydraulic model and the design of the high-service pump station expansion, including the upsizing of the three existing pumps and the addition of a fourth pump for a firm capacity of 15.5 MGD and a total capacity of over 20 MGD. The design also included adding a hydropneumatic tank to the pump station for surge control, an electrical building expansion, and an emergency generator. The Lockhart delivery pipeline included the design of approximately 6,000 LF of 24-inch waterline from a transmission main to the Lockhart WTP. The project scope also included environmental services, real estate services to acquire easements for the pipeline, and permitting coordination with the necessary regulatory agencies.

WASTEWATER

City of Taylor, Mustang Creek WWTP & Influent Lift Station. Construction Cost: $6.9M | Completion Date: 2024 | Contact: Jeffery Jenkins, ICMA-CM, City of Taylor, 400 Porter Street, Taylor, TX 76574, 512-352-6475

We helped the City of Taylor's MCWWTP restore its system capacity from 1.5 MGD to 4.0 MGD. We guided the plant staff to target critical equipment and process improvements to restore full functionality and capacity. In particular, the plant faced a challenge with an aging influent lift station with only one operating pump. The project included improving operations and minimizing operation and maintenance issues. Our team provided mechanical, electrical, final design, bidding, and construction phases. During this time, we also offered operational expertise while the plant underwent a transition with its lead operational staff.

City of Lubbock, Northwest Water Reclamation Plant Construction Cost: $53.7M | Completion Date: 2018 | Contact: John Turpin, City of Lubbock, 1625 13th Street, Lubbock, TX 79401, 806-775-2342

The design for this greenfield plant included an evaluation of the collection system to locate and size the plant to prevent overloading downstream interceptors. The effluent requirements included a total phosphorous limit of 0.1 mg/L. A membrane bioreactor (MBR) process was selected, making this plant one of the largest MBR plants in Texas, with a capacity of 3 MGD.

City of Fredericksburg, WWTP Master Plan & Improvements. Construction Cost: N/A | Completion Date: Ongoing | Contact: Kris Kneese, PE, City of Fredericksburg, 126 W. Main Street, Fredericksburg, TX 78624, 830-997-7521
We developed a master plan for this 2.5 MGD plant, where we evaluated treatment alternatives and provided recommendations to the City to guide capital expenditures to be spent as part of the City's capital improvements program. We coordinated extensively with the plant staff to understand the current O&M challenges. Our team evaluated six major treatment process alternatives (including process modeling and mass balance calculations) to achieve the effluent quality required by the WWTP permit. The plant's chemical facilities, disinfection, and dewatering systems were also evaluated. Subsequent phases implemented the master-planned items, including upgrades to the MLSS pump station and associated mechanical, electrical, and I&C improvements. We also assisted the City with the design of improvements throughout the wastewater collection system, including gravity sewers, lift station, and force mains.

City of Round Rock, Williamson County Reclaimed Water Project. Construction Cost: $8.7M | Completion Date: 2015 | Contact: Michael Thane, City of Round Rock, 221 E. Main St., Round Rock, TX 78664, 512-218-3236
We supported the development of the City of Round Rock's reclaimed water system for over a decade, including a comprehensive reuse master plan, preliminary engineering for five phases of the system, and subsequent design of three phases. The design included filtration, disinfection, ground storage, and pumping facilities at the BWWTP, 9,000 LF of pipelines, and a 1.25-MG composite-style elevated tank. All five phases were constructed through the Bureau of Reclamation's Federal Title XVI grant program.

City of Boerne, Interceptors, Effluent and Reuse Lines. Construction Cost: $3.6M | Completion Date: 2015 | Contact: Mike Mann, City of Boerne, PO Box 1677, Boerne, TX 78006, 830-248-1538
Our design and construction of over 15,000 LF of 12- to 54-inch diameter pipe allowed the City of Boerne to decommission two lift stations, convey flow to a new wastewater treatment plant, transport treated flow back to a local stream to maintain flow during drought, and initiate the City's first reuse water system. Project challenges included limited easement width, construction access locations, extensive sewer depth, and environmental sensitivity.

Experience in Midland

HDR has faithfully served Midland for more than 25 years on the following critical projects:

WATER
Paul Davis Wellfield Pump Station Improvements
WASTEWATER DESIGN PROJECTS
WRF Headworks and Digester Rehabilitation
WRF Power Supply Replacement
WRF Primary Treatment Rehabilitation
WRF Secondary Improvements Owner's Representative
WRF Resident Project Representative
Spraberry and Plant Farm Rehabilitation
Midway Lift Station
Manhole Rehabilitation
Wastewater Engineering On-Call Contract
Wastewater Model
Northeast Sewer Line - Package B: Plant Farm Effluent Return Pump Station and Force Main
PERMITTING & PERMIT COMPLIANCE
WRF 210 Authorization
WRF TPDES Discharge Permit and Renewal
2016-2025 Groundwater Monitoring Reports
2017-2020 Permitting Compliance Support

3.7

Service Provider Staff Availability



SERVICE PROVIDER STAFF AVAILABILITY

Assessment of Present Workload

As your consultant, we will leverage the knowledge of our in-house technical resources to effectively plan, design, and manage the process to meet your project goals. We will provide these services from our Central Texas offices, which include over 500 professionals. The most crucial aspect of successful project execution is allocating resources needed to complete tasks correctly, on schedule, and within budget.

The personnel shown in the organizational chart are available to work on assigned projects under this contract. They are dedicated to prioritizing assignments and are committed to delivering quality projects that meet the City's budget and schedule requirements. Additional resources are available to step in and assist if needed to meet technical and schedule requirements. Our water and wastewater professionals in Central Texas (Austin and San Antonio) are dedicated to providing planning, design, and construction management services for the phases and different types of municipal water and wastewater projects.

To help manage staff availability, we have a work planning system that the project manager uses to schedule staff, quality assurance/quality control (QA/QC) reviews, and client deliverables. Key technical staff for each major scope item will report directly to Paula Jo.

The team leaders are responsible for their technical expertise and managing staff resources to accomplish engineering and design tasks. This provides a concise reporting structure with clear lines of authority and areas of responsibility. As contract manager, Paula Jo will oversee the day-to-day management of project tasks and division of the work to best align with the team's skill sets. She verifies that each project task meets the City's objectives, budget, and schedule goals.

Travel Times and Methods

Our Project Manager and key personnel are based in San Antonio and Austin. When a face-to-face meeting is needed, both offices are within a four-hour drive or a quick flight to Midland. To maximize the value to the City, we will also arrange other meetings during our visits.



Key Personnel	Current Project Assignments	Availability to Midland
Paula Jo Lemonds, PE, PG	40%	60%
Mark Borenstein, PE	85%	15%
Albert Rodriguez, PE	85%	15%
Heather Lindner, PE	50%	50%
Sherif Mabrouk, PE	50%	50%

3.8

Service Provider Subconsultant Project Team



SERVICE PROVIDER SUBCONSULTANT PROJECT TEAM

At this time, we anticipate the need for sub-consultants for region-specific geotechnical investigations, surveying, subsurface utility engineering (SUE), and construction materials testing based on our experience with past assignments for the City. We will engage the following firms on task order assignments as needed. Together, our firms offer the qualifications, resources, and professional approach that will result in the successful implementation of projects for the City.

HUGO REED AND ASSOCIATES, INC.

To make this project a success, we have partnered with Hugo Reed and Associates to provide survey services. They have operated continuously in the South Plains and West Texas region since 1948. We have partnered with them on numerous successful projects in the past and look forward to collaborating with them on this effort.

Name of Firm: Hugo Reed and Associates, Inc.

Principal: Robert Christopher, RPLS, LSLS | **1601 Avenue N, Lubbock, TX 79401**

Professional Licenses: RPLS (TX #5167), LSLS (TX)

Industry Tenure: 42 Years

Experience: Robert is currently the Senior Vice President of Engineering Surveying for HRA. He has extensive experience in boundary surveying, construction surveying, and geodetic control surveying. Robert oversees the daily operations of surveying crews employing conventional Global Positioning Systems (GPS), robotic surveying equipment, laser scanning, and Ground Penetrating Radar (GPR). Robert understands the need for accuracy and a geo-referenced coordinate system for integration with CADD and GIS platforms.

TERRACON CONSULTANTS, INC.

We are also partnering with Terracon, who provide access to the nation's largest owned and operated fleet of geotechnical exploration equipment, a network of more than 140 laboratories, including the largest network of accredited and validated laboratories of any geotechnical firm in the country. We have worked extensively with them across Texas and the United States. Their team has repeatedly provided services for major water expansion projects for the cities of Midland and Odessa, Texas.

Name of Firm: Terracon Consultants, Inc.

Principal: Jon Sheng, PE | **10400 TX-191 Frontage, Midland, TX 79707**

Professional Licenses: PE (TX #109551)

Education: MS, Civil Engineering, Georgia Institute of Technology | BS, Civil Engineering, Branch College of Tong Ji University, Shanghai, China

Industry Tenure: 36 Years

Experience: Jon is a Senior Principal with Terracon and is the Office Manager of Terracon's Midland, Texas office. He has 36 years of civil and geotechnical engineering experience and has overseen the execution of over 8,000 projects, including geotechnical engineering and construction materials testing services for bridges, mass transit, airports, highways, tunnels, single-story to high-rise buildings, landfills, slopes, industrial facilities, sports arenas, dams, oil and gas storage tanks, and wastewater treatment facilities.

3.9

Conflict of Interest Questionnaire



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

April 9th, 2025

Date

3.10

Previous Legal Actions



Previous Legal Actions

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable. We value the confidences of our clients as well as our contractual commitments to confidentiality and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this contract.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.



Midland Water Reclamation Facility

Resumes



Paula Jo Lemonds, PE (TX #99449), PG (TX #10173)

Contract Manager/Regulatory Support Lead



FIRM
HDR

EDUCATION
MS, Geological Engineering, Colorado School of Mines

BS, Geological & Related Sciences, Texas A&M University

REGISTRATIONS
Professional Engineer, TX, #99449

Professional Geologist, TX, #10173

INDUSTRY TENURE
24 years

Paula Jo has 24 years of experience delivering complex projects and will apply her insights to deliver the City's engineering projects successfully. She will serve as the Contract Manager, establishing the best and appropriate HDR resources to serve Midland. Paula Jo continues to assist the City with TCEQ discharge permit compliance and in supporting Utilities through her water supply planning experience.

RELEVANT PROJECT EXPERIENCE

City of Midland, TPDES Major Permit Amendment, Midland, TX. **Project Manager.** Our team assisted the City of Midland with a major amendment of TPDES Permit No. WQ0010223001. Paula Jo is working with City staff to transition the City from land application of treated effluent to a stream discharge permit and continually assists the City with permit renewals and compliance, including compilation of annual groundwater monitoring reports submitted to TCEQ.

City of Midland, WRF Expansion and Improvement Project, Midland, TX. **Regulatory Support Lead.** Our team led the planning, design, and construction of improvements to the primary treatment facilities at the Midland WRF. The planning phase included extensive coordination with the plant operators to understand the operation and maintenance challenges with the current plant operation.

City of Boerne, On-Call Support, Boerne, TX. **Project Manager.** In over 15 years of working with Boerne, Paula Jo served as project manager for the City's Water Resources Plan development, navigated discharge permit compliance, including sampling plan development and permit renewals, and most recently, developing a One Water Roadmap to allow the City to best leverage its water resources in a more unified way.

City of Lubbock, On-Call Water Resources Support, Lubbock, TX. **Project Manager.** In almost 20 years of working with Lubbock, Paula Jo has served in numerous capacities to update experience in contract management and multidisciplinary coordination. She also assisted with the City's 2013 and 2018 Strategic Water Supply Plans, assessed the feasibility of ASR, evaluated a proposed lake's hydrogeology and brackish groundwater water supply, produced the Lake Alan Henry Watershed Management Plan, and supported development of stormwater water rights and discharge permitting and compliance.

Mark Borenstein, PE (TX #92239)

Project Principal



FIRM
HDR

EDUCATION
MS, Civil Engineering, Cornell University

BS, Civil Engineering, Bucknell University

REGISTRATIONS
Professional Engineer, TX, #92239

INDUSTRY TENURE
30 years

Mark has 30 years of experience in civil engineering, including extensive experience with public involvement on complex and controversial projects. He has served as project principal on numerous projects and programs for local municipalities, counties, and TxDOT, and he has experience working on mega-programs throughout the United States. He will support Paula Jo and be responsible for committing team resources and confirming that project deliverables are reviewed for quality control and meet objectives.

RELEVANT PROJECT EXPERIENCE

City of Midland, Spraberry Pump Station, Midland, TX. **Project Principal.** The Midland WRF is a 22 MGD wastewater treatment facility that provides primary treatment with limited secondary treatment capacity. The primary scope of project was the replacement of the Irrigation Pump Station building. Our team provided design and construction documents which entailed designing the plan layout and material palette to match existing structures. The replacement Irrigation Pump Station was 5800 sq/ft and was designed around a pre-engineered metal building structure with a perimeter base wall.

City of Midland, Midway Lift Station, Midland, TX. **Project Principal.** The project involved the replacement of an existing lift station. Tasks included a hydraulic review of the lift station and force main system, development of construction documents (plans and specifications), bid phase services, and construction phase services. Our team served as the construction manager for the lift station and force main, with the force main design prepared by another consultant.

City of Midland, WRF Expansion and Improvement Project, Midland, TX. **Project Principal.** Our team conducted extensive rehabilitation throughout the facility, including headworks, influent screens, digester rehabilitation, digester heating system, and primary clarifier effluent lines. We were responsible for electrical, mechanical, and structural disciplines, as well as performing civil and process design related to upgrades to the city's water pollution control plant. The improvements included replacing major components at the headworks (both influent pumps as well as screening washing and compaction), digester rehabilitation, digester gas collection piping, methane, and natural gas fired boilers, as well as electrical and SCADA upgrades.

City of Austin, Large W/WW Facilities Rotation List - Ullrich WTP Low Service Pump Station (LSPS) Electrical Feed Renewal, Austin, TX. **Project Principal.** Austin Water needed to replace the existing 15 KV switchgear feeding the Ullrich WTP LSPS. Mark was the project principal, providing executive oversight of the project. He oversaw the project and team activities, including initial project scoping and contract development, sub-consultant coordination, and contracting. Mark regularly interfaced with the project team and project manager, attending progress meetings.

Albert Rodriguez, PE

QA/QC/Wastewater Lead/Regulatory Issues/Legal & Financial Issues Technical Support



FIRM
HDR

EDUCATION
BS, Civil Engineering, Texas A&M University

BS, Economics, Texas A&M University

REGISTRATIONS
Professional Engineer, TX, #84800

INDUSTRY TENURE
33 years

Albert has served as a project manager, engineering manager, design engineer, and resident project representative on complex projects throughout Texas and the US. For more than 15 years, he has supported the City in all aspects of wastewater treatment, permit compliance, and effluent management. As project manager, he led the WRF Improvements Design Project for the City. Albert has also served as a plant operator and will bring that perspective to the project.

RELEVANT PROJECT EXPERIENCE

City of Midland, Spraberry Pump Station, Midland, TX. **QA/QC.** The Midland WRF is a 22 MGD wastewater treatment facility that provides primary treatment with limited secondary treatment capacity. The primary scope of project was the replacement of the Irrigation Pump Station building. Our team provided design and construction documents which entailed designing the plan layout and material palette to match existing structures. The replacement Irrigation Pump Station was 5800 sq/ft and was designed around a pre-engineered metal building structure with a perimeter base wall.

City of Midland, Paul Davis Wellfield Pump Station Improvements, Midland, TX. **Project Principal.** Our team renovated an existing pump station. This project includes a hydraulic analysis of an existing booster pump station and 27 mile-long transmission pipeline and design of improvements to the pump station including the demolition, replacement and upsizing of the existing pumps and the installation of a flow meter. HDR is currently providing construction administration services.

City of Midland, WRF Expansion and Improvement Project, Midland, TX. **Project Manager.** Our team led the planning, design, and construction of improvements to the primary treatment facilities at the Midland WRF. The planning phase included extensive coordination with the plant operators to understand the operation and maintenance challenges with the current plant operation.

SJRA, Preliminary Design Services for a New 30-MGD Surface Water Treatment Plant (SWTP), San Jacinto, TX. **Senior Project Engineer.** Our team was responsible for planning, design, and construction administration services for Phase I of SJRA's 30 MGD SWTP. The plant will be expanded in phases to 120 MGD at full facility build-out. We completed a pilot study of potential treatment processes to determine the appropriate technologies to treat Lake Conroe water and meet the needs and expectations of the stakeholders. The Owner retained our services during the second year to perform additional process and operations optimization studies and our team was able to identify $1.7M in annual savings and improved plant performance as compared to the initial year of operations.

Heather Lindner, PE

Planning Lead/Computer Models & GIS/Sewage Collection



FIRM
HDR

EDUCATION
BS, Civil Engineering, Texas A&M University

REGISTRATIONS
Professional Engineer, TX, #105065

INDUSTRY TENURE
20 years

Heather is a professional engineer in Texas and project manager for HDR's Central Texas operation with 20 years of experience. She specializes in hydraulic modeling of various systems, including wastewater, stormwater collection, and water distribution. She is familiar with many different modeling software platforms and is proficient in GIS applications. She has managed numerous modeling and master planning studies and worked on W/WW infrastructure design projects, including pipelines, lift stations, pump stations, and wastewater treatment design. She is also an experienced pipeline design engineer, so she brings a practical perspective as she develops complex models.

RELEVANT PROJECT EXPERIENCE

City of Midland, Plant Farm Pond Assessment and Design, Midland, TX. **Project Engineer.** The City has two existing equalization ponds at their WRF for overflow from wet weather events. The City was looking to change the discharge location of the pumped overflow from the ponds. HDR's recommendation determined it was best to build a new pump station at the WRF and pump the pond overflows to the head of the plant. The project included the design of a new wet well, submersible pumps and approximately 1,000 LF of force main. Services also included utility coordination, geotechnical evaluation for the wet well, structural, electrical and instrumentation and controls design.

City of Midland, WRF Program Management, Midland, TX. **Project Engineer.** Our team served as the Program Manager for improvements to the City of Midland WRF to provide a high-quality non-potable water source for use in the oil and gas industry. The improvements are being implemented by a private oil and gas development company under a contract with the City.

City of Boerne, Water and Reclaimed Water Distribution Planning, Boerne, TX. **Project Manager.** We updated the City's water distribution model with additional system improvements constructed since the initial creation of the model by HDR. We took field pressure tests at approximately 30 fire hydrants at various locations throughout the city. In combination with recorded levels of the Highland and Menger standpipes, this data was used to calibrate the model so that the modeled pressures were within three psi of the field measured pressures. Once the model was calibrated, the age of water throughout the system was analyzed. To do so, we created and calibrated three additional seven-day extended period models: a low-demand week, an average-demand week, and a high-demand week.

City of Taylor, Water Master Plan, Taylor, TX. **Project Manager.** Our team developed a water master plan for the City of Taylor that included a new hydraulic model of the city's water distribution system in Innovyze InfoWater software. The model was built from the City's GIS data and operational data provided by the city.

Sherif Mabrouk, PE

Water Lead/Design Reports & Bidding Assistance



FIRM
HDR

EDUCATION
ME, Environmental and Water Resources Engineering, Texas A&M University

BS, Civil Engineering, Texas A&M University

REGISTRATION
Professional Engineer, TX, #128396

INDUSTRY TENURE
13 years

Sherif is a W/WW engineer with extensive experience serving as a task lead for W/WW conveyance design, water treatment and pump station design, and hydraulic modeling. He has served as a Project Manager or Project Engineer on numerous projects for the City and is currently supporting the Paul Davis Wellfield Pump Station Improvements and Plant Farm Effluent Return Pump Station and Force Main. His extensive experience with City projects and personnel will provide unmatched direction to the team and help meet project goals.

RELEVANT PROJECT EXPERIENCE

City of Midland, Paul Davis Wellfield Pump Station Improvements, Midland, TX. **Project Manager.** Our team renovated an existing pump station. This project includes a hydraulic analysis of an existing booster pump station and 27 mile-long transmission pipeline and design of improvements to the pump station.

City of Midland, NE Sewer Line - Package B: Plant Farm Effluent Return Pump Station Project, Midland, TX. **Project Manager.** Evaluation of the existing plant hydraulics, and design of a new overflow pump station and associated 1,000 LF of discharge force main. Other services also included utility coordination, geotechnical evaluation for the wet well, structural, electrical and instrumentation and controls design. HDR is currently providing construction phase services for the project.

Guadalupe-Blanco River Authority (GBRA), Carrizo Groundwater Supply Project - Lockhart WTP Ground Storage Tank (GST), Lockhart, TX. **Project Manager.** Our team was responsible for providing the design of the proposed 24-inch delivery pipeline to the Lockhart WTP. The project included ROW services,environmental services, utility coordination, preliminary engineering, design, bidding, and construction administration for the delivery pipelines. As part of the pipeline design, our team evaluated several alternative routes for the proposed pipelines, developed construction cost estimates, prepared drawings and specifications, and provided utility coordination. The design also included a chemical feed system at the Lockhart site, as well as a fiberglass meter building at both sites. We also coordinated the necessary design submissions to TCEQ and TWDB, along with the necessary City and County permits.

GBRA, TX-130 Pipelines, Central TX. **Project Manager.** Design of approximately 19 miles of 16” to 24” waterline from the Lockhart WTP to five GBRA customers along the TX-130 corridor. The design also includes the design of a new 1MG ground storage tank and booster pump station, as well as a chemical feed system. Scope of services also include environmental services and field testing, utility coordination and real estate services. Once construction begins, HDR is set to provide construction administration services.



Chris Amaral

Computer Models & GIS

EDUCATION
BA, Marketing, Texas State University at San Marcos

INDUSTRY TENURE
14 Years

Chris' background is in GIS and CAD. His expertise includes mapping, geospatial analysis, database development, mobile device data collection, spatial analytics, and process automation on a variety of projects in Texas including asset management, floodplain mitigation, planning, and field mobility. He is also proficient in CAD and is experienced with data integration across GIS and CAD platforms, document production, 3D modeling, and visualization.

RELEVANT PROJECT EXPERIENCE

City of Midland, On-Call Permitting Assistance, Midland, TX. GIS Lead.

City of Taylor, On-Call Services, Taylor, TX. GIS and Modeling Lead.

Palo Pinto County Municipal Water District No. 1, On-Call Water Resources Engineering Services. GIS Lead.

Guadalupe County, GIS On-Call Services, Seguin, TX. GIS and Modeling Task Lead.



David Dunn, PE

Raw Water

EDUCATION
MS, Civil Engineering, Texas A&M University

BS, Civil Engineering, University of Nevada at Reno

REGISTRATION
PE, TX, #82630

INDUSTRY TENURE
35 Years

David's background is in water resources engineering hydrology, fluvial geomorphology, and statistical data analysis. His project experience includes analysis of hydrologic and hydraulic (H&H) systems, riverine sediment transport reservoir system and river basin modeling and analysis, flood-frequency analysis, statistical analysis of water-quality and streamflow data, and analysis and design of municipal water distribution systems.

RELEVANT PROJECT EXPERIENCE

City of Lubbock, Strategic Water Supply Plans, Lubbock, TX. Project Manager.

City of Lubbock, Water Supply Support, Lubbock, TX. Project Manager.

TWDB, Regional Water Plans - Regions L, O, N, & G, Various Locations, TX. Project Manager and Senior Engineer.

City of Plainview, Long Range Water Supply Plan, Plainview, TX. Project Manager.



Cale Underberg, PE

Sewage Collection/Water Distribution & Pump Stations

EDUCATION
BS, Civil Engineering, South Dakota State University

REGISTRATION
PE, TX, #101545

INDUSTRY TENURE
26 Years

Cale is a professional engineer in Texas, Nebraska, and South Dakota. Cale has experience in water and wastewater conveyance, including large-diameter trunk sewers and water mains, trenchless technologies, and inverted siphons. His expertise includes lift station pump replacement, trenchless pipeline rehabilitation and construction, and water and wastewater treatment facility design and construction.

RELEVANT PROJECT EXPERIENCE

City of Midland, Paul Davis Wellfield Pump Station Improvements, Midland, TX. QC.

Texas Water Company, 4S and Campus Pump Stations, Bulverde, TX. Project Manager.

SAWS, SSORP, San Antonio, TX. Central Sewershed Basin Planning Consultant Modeling Task Lead.

City of Universal City, Sewer Replacement FM 1976 to Meadowland, Universal City, TX. Project Engineer.



Grady Reed

Rate Studies & Municipal Code Revision

EDUCATION
MS, Natural Resources, Texas State University at San Marcos

BS, Hydrology, Tarleton State University

INDUSTRY TENURE
26 Years

Grady's background is in hydrology and water resources planning and management. His experience includes preliminary outlet works sizing, population and water demand projections, water supply projections for various entities, water supply planning for entities with projected shortages, and coordinating with city, county, and state officials. Grady also has experience in utility finance studies primarily in the areas of rate setting and impact fees.

RELEVANT PROJECT EXPERIENCE

City of Beaumont, Finance Study, Beaumont, TX. Project Manager.

City of Kyle, Update of Water and Wastewater Impact Fees, Kyle, TX. Project Manager

City of Abilene, Stormwater Utility Rate Model, Abilene, TX. Project Manager.

DWU, Wholesale Rate Study, Dallas, TX. Project Manager.



Troy St. Tours, PE

Water Treatment

EDUCATION
BS, Civil Engineering, University of Texas at Austin

REGISTRATION
PE, TX, #93972

INDUSTRY TENURE
27 Years

Troy has 27 years in managing the design and construction for a variety of W/WW CIP projects, including ESTs and distribution system improvements. He has extensive experience in the design and construction of a variety of private and municipal water treatment and supply projects and is skilled at leading multidisciplinary teams on complex projects for traditional and alternative delivery, including the first composite EST constructed west of the Rocky Mountains.

RELEVANT PROJECT EXPERIENCE

Bowen Engineering Corporation, Ultra-Pure WTP, Brazoria County, TX. Process Water Engineer.

City of Midland, Midway Lift Station Replacement, Midland, TX. Technical Advisor.

City of Wilmington, Brandywine Filter Plant Improvements, Wilmington, DE. Design Manager.

SAWS, Twin Oaks WTP Improvements, Bexar County, TX. Project Engineer.



Eric Evans, PhD, PE

Wastewater Plant Processes

EDUCATION
PhD, Environmental Engineering; MS;BS, Civil Engineering, Iowa State University

REGISTRATIONS
PE, IA, #19685

WWTPO, IA, GRADE 3, #9399

INDUSTRY TENURE
24 Years

Eric is a professional engineer in Iowa and Minnesota and a licensed wastewater treatment plant operator (Grade 3) in Iowa. Eric has 24 years of experience in wastewater treatment process analysis and design. He has supported process work on several complex treatment systems, including supporting Midland as Owner's Representative during the design of the WRF Secondary Improvements Project.

RELEVANT PROJECT EXPERIENCE

City of Midland, On-Call Professional Services for Utilities Department, Midland, TX. Wastewater Plant Process Engineer.

City of Midland, WRF Expansion and Improvement Project, Midland, TX. Wastewater Plant Process Engineer.

City of Midland, WRF Program Management, Midland, TX. Project and Wastewater Plant Process Engineer.

City of Taylor, On-Call Services, Taylor, TX. Project and Wastewater Plant Process Engineer.



John Marler, PE

Wastewater Plant Processes

EDUCATION
MS; BS; Civil Engineering, University of Texas at Austin

REGISTRATION
PE, TX, #85514

INDUSTRY TENURE
31 Years

John has 31 years of experience in consulting engineering specifically related to the planning, permitting, design and construction management of water and wastewater facilities. His experience includes a wide variety of engineering projects including hydraulic modeling in support of water and wastewater planning as well as the design of pump stations, pipelines, and treatment facilities.

RELEVANT PROJECT EXPERIENCE

City of Taylor, Mustang Creek WWTP Treatment, Taylor, TX. Project Manager.

City of Lubbock, Northwest WRF, Lubbock, TX. Project Manager.

City of Waco, Central WWTP Facility Master Plan, Waco, TX. Project Manager.

Waco MARSS, Central WWTP Improvements, Waco, TX. Project Manager.



Erin Newberry, CFM, SR/WA, R/W-NAC, R/W-RAC

Land Acquisition

REGISTRATIONS
CFM, TX, #4028-21N

SR/WA, TX, #6818

Real Estate Salesperson License (Saleswoman or Salesman), TX, #701001

R/W - NAC Negotiation and Acquisition Certified

R/W - RAC Relocation Assistance Certified

INDUSTRY TENURE
33 Years

Erin is a ROW professional with 33 years of experience including providing project management for public entities engaged in negotiation and acquisition of land rights from private property owners for public purpose under the Uniform Relocation and Real Property Acquisition Act and local, state and federal directives. Erin has extensive experience directing large projects using federal, state, and local funding sources and extensive skills in managing projects utilizing federal grant dollars, complying with multiple agencies' grant requirements and FHWA directives.

RELEVANT PROJECT EXPERIENCE

City of Dripping Springs, South Regional Water Reclamation Project, Dripping Springs, TX. ROW Task Lead.

City of Wharton, Lower Colorado River Basin Phase I, Flood Risk Management Project, Wharton, TX. Real Estate Services.

City of Seguin, Springs Hill Water Supply Corporation CCN Transfer Project and CIPs, Seguin, TX. ROW Task Lead.

Bexar County, Zigmont Road Low Water Crossing, Bexar County, TX. Real Estate Services.



Lou Portillo, PE

Water Distribution & Pump Stations

EDUCATION
BS, Civil Engineering, Texas Tech University

REGISTRATION
PE, TX, #119994

INDUSTRY TENURE
19 Years

Lou is a civil engineer with 19 years of project experience focused on water resource facilities, water and wastewater conveyance, wastewater treatment plants, and construction management. This includes managing the design and construction phase services for large booster pump stations, pipeline transmission mains, sanitary sewer mains, lift stations, and wastewater treatment facilities. Lou has a technically-skilled understanding of pump and pipeline standards, hydraulics, and process mechanical components.

RELEVANT PROJECT EXPERIENCE

SAWS, Artesia Pump Station Improvements, San Antonio, TX. Engineering Manager.

SAWS, University Pump Station Additional GST, San Antonio, TX.
Engineering Manager.

City of Taylor, FM 973 Wastewater Line Improvements, Taylor, TX. Project Manager.

GBRA, TX-130 Pipelines and Booster Pump Station, Caldwell County, TX.
Project Manager.



Ricky Wilson, PWS

Environmental Assessments

EDUCATION
MS, Rangeland Ecology & Management;

BS, Wildlife and Fishery Sciences, Texas A&M University

REGISTRATION
PWS, TX, #2703

INDUSTRY TENURE
20 Years

Ricky is a Professional Wetland Scientist (PWS) with many years of experience in state and federal permit coordination with an emphasis in Clean Water Act Sections 404 permit coordination and 401 Water Quality Certification. His ecological assessment experience has included threatened/endangered species evaluations, wetland/stream evaluations, tree surveys and assessments of vegetative communities.

RELEVANT PROJECT EXPERIENCE

GBRA, Mid-Basin Water Supply and Surface Water Permitting, Gonzales County, TX. Environmental Scientist.

GBRA, TX-130 Pipelines and Booster Pump Station, Caldwell County, TX.
Environmental Scientist.

City of Austin, Large W/WW Facilities Rotation List - Ullrich WTP LSPS Electrical Feed Renewal, Austin, TX.
Environmental Scientist.

City of Boerne, WWTRC Interceptors, Effluent, and Reuse Line, Boerne, TX.
Environmental Scientist.



Tom Wesling, PE

Geotechnical

EDUCATION
MS, Civil/Geotechnical Engineering, University of Texas at Austin

BS, Civil Engineering, Missouri University of Science and Technology

REGISTRATION
PE, TX, #81589

INDUSTRY TENURE
32 Years

Tom has 32 years of experience in geotechnical engineering consulting. He has been the project manager and geotechnical engineer of record on a wide variety of projects including: highways, bridges, tunnels and wastewater interceptors, water and wastewater treatment plants, ground supported and elevated water tanks, small dams, embankments, and effluent holding ponds.

RELEVANT PROJECT EXPERIENCE

City of Midland, WRF Expansion and Improvement Project, Midland, TX. Geotechnical Engineer.

City of Midland, Midway Lift Station, Midland, TX. Geotechnical Engineer.

City of Midland, On-Call Permitting Assistance, Midland, TX. Geotechnical Engineer.

City of Lubbock, Northwest WRF, Lubbock, TX. Geotechnical Engineer.



Paul Davila, PE, LEED AP, NCEES

Electrical

EDUCATION
MS, Business Administration; BS, Electrical Engineering, University of Texas at Austin

REGISTRATIONS
PE, TX, #101043

LEED AP, US, #10250663

NCEES, US, #40915

INDUSTRY TENURE
22 Years

Paul is an electrical engineer with 22 years of design and project management experience through a wide variety of projects. Additionally, Paul is a Master Electrician with 12 years of electrical construction and project management experience with an electrical contracting company. He has served as electrical task leader and project manager on many electrical design projects including water plants, wastewater plants, pumping stations, capital improvement projects, emergency generation systems, energy conservation projects and administrative facilities.

RELEVANT PROJECT EXPERIENCE

City of Midland, WRF Expansion and Improvement Project, Midland, TX. Electrical Engineer.

City of Midland, Paul Davis Wellfield Pump Station Improvements, Midland, TX. Electrical Engineer.

City of Midland, Spraberry Pump Station, TX. Electrical Engineer.

City of Midland, Midway Lift Station, Midland, TX. Electrical Engineer.



Ed Griffenberg

Operations & Training

EDUCATION
AS, Wastewater Treatment Tech, Green River Community College

REGISTRATION
WWTPO IV, WA, #3246

INDUSTRY TENURE
41 Years

Ed Griffenberg has 41 years of experience in the operation, maintenance, and management of wastewater treatment facilities. He has developed and implemented standard operating procedures necessary to maintain permit compliance. He has participated in many plant startups that required planning, mechanical inspections, and verification of proper operation of equipment and processes. He is also an experienced trainer and has produced numerous electronic O&M manuals for various water and wastewater treatment facilities.

RELEVANT PROJECT EXPERIENCE

North Texas Municipal Water District (NTMWD), Transmission System Operations Manual, Multiple Counties, TX. Operations & Training Lead.

NTMWD, McKinney Lift Station Improvements, Collin County, TX. O&M Lead.

NTMWD, Regional WWTP eOM Manual Development, Multiple Counties, TX. Operations Specialist.

City of Angleton, Oyster Creek WWTP Facilities Assessment, Angleton, TX. Operations Lead.



Scott Joslyn, PE

Operations & Training

EDUCATION
BS, Civil and Environmental Engineering, California State Polytechnic University at Pomona

REGISTRATIONS
PE, CA, #C60929

WWTPO, CA, #WWTPO V-9204

WSO, CA, #WDO D-2 15027

INDUSTRY TENURE
35 Years

Scott has 35 years of experience in design, process control, startup, and operation of water and wastewater treatment plants. He has participated in many plant startups that required planning, mechanical inspections, and verification of proper operation of equipment and processes. He is also an experienced writer and trainer in technical projects.

RELEVANT PROJECT EXPERIENCE

City of Midland, Master Services Agreement On-Call, Midland, TX. Operations & Training.

NTMWD, Transmission System Operations Manual, Multiple Counties, TX. Operations Task Lead.

Central Coast Water Authority, General Engineering Services On-Call, Multiple Cities, CA. Operations & Training.

City of San Mateo, WWTP Performance Optimization, San Mateo, CA. O&M Lead.



Eric Moreno, PE

Construction Inspection & Materials Testing

EDUCATION
BS, Civil Engineering, University of Texas at Austin

REGISTRATION
PE, TX, # 124705

INDUSTRY TENURE
20 Years

Eric has 20 years of design and construction experience in the transportation industry, including working for the TxDOT Houston District. His early background in surveying, inspection, and design have given him a solid foundation for heavy highway civil construction. His experience includes construction management, inspection, transportation and drainage design, estimating, and scheduling.

RELEVANT PROJECT EXPERIENCE

Brazoria County, Longhorn Reconstruction Project, Lake Jackson, TX. Construction Project Manager.

TxDOT San Antonio District, RM 1376 Widening, Boerne, TX. Construction Project Manager.

TxDOT Austin District, Capitol Expressway South Project, Austin, TX. Construction Project Manager.

TxDOT San Antonio District, FM 110 Bridge Project, San Marcos, TX. Construction Project Manager.



Stephen Horras, PE

Instrumentation & Controls

EDUCATION
BS, Electrical and Computer Engineering, University of Iowa

REGISTRATION
PE, TX, #118913

INDUSTRY TENURE
30 Years

Stephen is experienced in many aspects of design, implementation, and startup of industrial control systems. With 30 years of industrial controls experience, Stephen has developed and implemented many systems, from extensive water park controls to high-tech microchip fabrication facilities. His diverse background in multiple markets and systems brings expertise in industrial control systems.

RELEVANT PROJECT EXPERIENCE

City of Kyle, FM 1626 Pump Station Improvements, Kyle, TX. I&C Engineer of Record.

City of Austin, Walnut Creek Flow Meter Upgrade, Austin, TX. I&C Engineer of Record.

GBRA, TX-130 Pipeline and Pump Station, Guadalupe River Basin, TX. I&C Engineer of Record.

Fort Sam Houston, SCADA & PLC System Design, San Antonio, TX. I&C Engineer.



Matthew Wilson, GISP

CityWorks

EDUCATION
MS, Geography;
BS, Geographic Information Science,
Appalachian State University

REGISTRATION
GISP, US #161364

INDUSTRY TENURE
26 Years

As a GIS developer, Matt works with clients and coworkers to design and implement both desktop and web applications that assist with the creation, aggregation, and visualization of spatial data for a variety of projects. Matt has been assisting clients with preparing computerized maintenance management system (CMMS) design guides to support the implementation of asset management, work orders, preventative maintenance, and replacement schedules for client utility assets, and has been assisting clients with implementing systems in existing GIS and CityWorks platforms.

RELEVANT PROJECT EXPERIENCE

City of Midland, WRF Expansion and Improvement Project, Midland, TX. CityWorks CMMS & GIS.

Johnston County, Regional WWTP Cityworks CMMS Implementation, Johnston County, NC. CityWorks CMMS.

Johnston County, Cityworks CMMS Needs Assessment and Vendor Management, Johnston County, NC. CityWorks CMMS.

Johnston County, Timothy G. Broome WTP Cityworks CMMS Implementation, Johnston County, NC. CityWorks CMMS.



David Stephenson, RCDD, LEEP AP

Safety & Security

REGISTRATIONS
RCDD, US #282708

LEED AP, US, #10242132

INDUSTRY TENURE
26 Years

David is a seasoned electrical designer with extensive experience designing all aspects of commercial and industrial electrical systems including medium and low voltage power distribution lighting fire alarm and communications. He has assessed and modified existing facilities prepared designs for new buildings prepared cost estimates and written specifications. David has designed many electrical projects including water and wastewater plants, pump stations, capital improvement projects, emergency generation systems, and energy conservation projects. He has extensive knowledge of HDR's safety and secturity procedures and will play a crucial role in this project.

RELEVANT PROJECT EXPERIENCE

City of Midland, WRF Upgrade and Satellite Reclaimed Water System, Midland, TX. Safety & Security Lead.

City of Boerne, On-Call Master Services Agreement, Boerne, TX. Safety & Security Specialist.

City of Taylor, On-Call Services, Taylor, TX. Safety & Security Specialist.

SJRA, Preliminary Design Services for a New 30-MGD SWTP, San Jacinto, TX. Safety & Security Lead.

Acknowledgement of Addenda



25004091

On Call Professional Services for Utilities Department

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Q1: Is the Conflict of Interest Questionnaire excluded from the page count?
A1: Yes, the Conflict of Interest is excluded.

Q2: Item 3.6.3 of the RFQ (page 7) reads "Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design." Could you please clarify or expand on what kind of similarities this requirement is referring to? If possible, please provide an example.
A2: Water, Wastewater main line design, treatment plant design, projects with TCEQ approval, etc.

Q3: Is item "9.) Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years." excluded from the 12-page limit?
A3: No

Q4: Is a Table of Contents allowed? If so, would it be excluded from the 12-page limit?
A4: Yes it is allowed. It is included in the 12 page limit.

Q5: Item 3.6.1 in the RFQ (page 7) reads "A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed." Please clarify what is considered "recently completed"?
A5: 10 years

Q6: Will an arial condensed font be accepted?
A6: Arial

Q7: Are sections 3.5, "Service Provider Project Team" and 3.9, "Service Provider Subconsultant Project Team" considered to be the resumes that go in the appendix and do not go towards page count?
A7: Resumes will not count in the 12 pages.

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Q8: Is a smaller font size allowed for tables, header/footer, captions or sidebars?
A8: Yes, just not smaller than size 10.

Q9: The numbering of sections increases from "3.7 Service Provider Staff Availability" to "3.9 Service Provider Subconsultant Project Team". Should section 3.9 be updated to section 3.8?
A9: Yes

Q10: Are the form sections 3.10 and 3.11 included in the 12-page count requirement? Do covers count toward the limit as well?
A10: NO

Q11: In section 3.6 is it acceptable to list anticipated/estimated completion dates?
A11: Yes

Q12: Does the Conflict of Interest Questionnaire count towards the 12-page limit, since its uploaded as a separate document on Bonfire?
A12: No

Q13: Due to page limitations, can we provide Section 3.11 Previous Legal Actions as an appendix that does not count toward the 12-page limit?
A13: Yes

Q14: Will the City extend the due date to accommodate the receipt of Questions that are due on April 4?
A14: Didn't we already extend this?

Q15: Can we submit qualifications for only our in-house capabilities, and identify subconsultants at a later time based on the assigned scope of work?
A15: No

Q16: There is no 3.8 section. Is it okay if we renumber 3.9 – 3.11 to adjust for the missing 3.8?
A16: Yes

Q17: The current 3.9.1 is the same as 3.5.1. Are you looking for different information on 3.9.1?
A17: 3.9.1 is for sub-consultants, 3.5.1 is for the Consultant team.

Q18: Will including a cover page be considered part of the 12-page limit?
A18: No

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	April 3, 2025
Bidder Authorized Signature	Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

25004091

On Call Professional Services for Utilities Department

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: 1.6 SELECTION: The City will select up to six (7) qualified Engineering Firms to provide Engineering Services on an as-needed basis to the City for a term of five (5) years.

Would the company still be eligible to participate in this bid even though they are not an Engineering Firm?
A1: You are welcome to apply but the City of Midland is searching for an on-call engineering service.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	April 4, 2025
Bidder Authorized Signature	Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

4401 West Gate Blvd., Suite 400,
Austin, TX 78723

512.912.5100

hdrinc.com

We practice increased use of sustainable materials and reduction of material use.

© 2025 HDR, Inc., all rights reserved.



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

April 9th, 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.







Submitted to:

Erika Martinez
Assistant General Services Director

City of Midland
300 North Loraine
Midland, TX 79702

Statement of Qualifications for

On Call Professional Services for the Utilities Department

RFQ 25004091

Date of Submittal: April 9, 2025 at 2:00 PM

PREPARED FOR

City of Midland

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

LETTER OF INTEREST

April 9, 2025
Erika Martinez
Assistant General Services Director
City of Midland
300 North Loraine, Midland, TX 79702

Re: On Call Professional Services for the Utilities Department

Dear Ms. Martinez and Members of the Selection Committee:

As the City of Midland continues to grow, so does the need for continued investment in utility infrastructure and processes. Kimley-Horn understands the goal of this contract is to have a consultant readily available to assist the City's Utilities Department with engineering design and consulting services on an as-needed basis. **Our team is committed to performing work in a timely and budget-conscious manner.** Our team of technically proficient and dedicated individuals includes the following firms:

Kimley-Horn: Kenny Friar, PE | Project Manager
4411 98th Street, Suite 300, Lubbock, TX 79424 | 806.686.1080

INTERA: Daniel Lupton, PG | Raw Water Sources
9600 Great Hills Trail, Suite 300W, Austin, TX 78759 | 512.425.2000

NewGen Strategies & Solutions: Chris Ekrut | Rate Studies
275 West Campbell Road, Suite 440, Richardson, TX 75080 | 972.680.2000

Pinnacle Consulting Management Group: Sarah Riebe, SR/WA, R/W-NAC Land and Easement Acquisition | 1400 Brown Trail, Suite A, Bedford, TX 76022 | 817.304.2051

Yellow Rose Mapping: Tim Habenicht, PE | Subsurface Utility Engineering
2011 Woodland Hills Lane, Weatherford, TX 76087 | 214.493.8531

Beyond Engineering and Testing: Winter Yao, PE | Geotechnical
3011-B South County Road 1260, Midland, TX, 79706 | 512.767.2809

Baird Gilroy & Dixon: Jon-Paul Dixon, PE | Electrical and Mechanical
5419 East River Drive, Richmond, TX 77406 | 281.529.5005

Atlas: Matthew Burges, PE | Inspection and Materials Testing
2917 West Industrial Avenue, Midland, TX 79701 | 806.853.8693

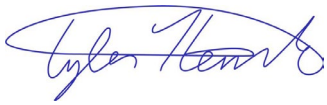
We appreciate the opportunity to submit our qualifications and look forward to the opportunity to serve the City of Midland on this on-call contract. Please contact me at **806.686.1080** or **kenny.friar@kimley-horn.com** if you have any questions.

Sincerely,

Kimley-Horn and Associates, Inc.



Kenny Friar, PE
Project Manager
Not Authorized to Bind the Firm



Tyler Henrichs, PE
Marketing Manager
Authorized to Bind the Firm

Kimley»Horn

4411 98th Street,
Suite 300,
Lubbock, TX 79424
806.686.108
kimley-horn.com

ORGANIZATIONAL CHART

Kimley-Horn knows that when you choose a consulting firm, you are really choosing the people who will bring you technical expertise, hands-on experience with similar projects, and a commitment to timely, first-rate deliverables, and client service. As demonstrated by the organizational chart and resumes of our key team members, Kimley-Horn has assembled a team of dedicated professionals to assist the City of Midland with your utility needs.

Bold = Key Personnel

* Subconsultants

Project Manager
Kenny Friar, PE

Principal-in-Charge and QC/QA
Anthony Samarripas, PE

Water Distribution
Kyle Sanderson, PE
Ben Gleichert, PE

Survey
Shaun Piepkorn, RPLS

Pump and Lift Stations
Josh Kercho, PE
Andrew Simonsen, PE

Elevated and Ground Storage Tanks
John Atkins, PE
Kyle Sanderson, PE
Andrew Simonsen, PE

Electrical and Mechanical
Jon-Paul Dixion, PE*
Baird Gilroy & Dixon
Sean Hudson, PE

Inspection and Materials Testing
Matthew Burges, PE*
Atlas

Wastewater Collection
Kenny Friar, PE
Chandler Shields, PE

Bidding and Construction Phase
Kenny Friar, PE

Operations and Compliance
Lance Phillips, ENV SP
Andrew Kanewske, PE

Subsurface Utility Engineering
Tim Habenicht, PE*
Yellow Rose Mapping

Raw Water Sources
Daniel Lupton, PG*
INTERA
Chris Vela, PE

Rate Studies
Chris Ekrut*
NewGen Strategies & Solutions

Water/Wastewater Treatment
Jeff James, PE
Kyle Kubista, PE

Security and Vulnerability Assessments
Tanya Miro
Connor Manley, PE

Computer Models/GIS
Taylor Townes, PE
Ashlyn Morgan, PE

Municipal Code Revision
Chandler Shields, PE

Geotechnical
Winter Yao, PE*
Beyond Engineering and Testing

Land and Easement Acquisition
Sarah Riebe, SR/WA, R/W-NAC*
Pinnacle Consulting Management Group

FIRM QUALIFICATIONS

Kimley-Horn is one of the nation's premier planning and design consulting firms. We have been providing a wide variety of services for municipal clients since our founding in 1967. **For the last 12 years, Kimley-Horn has been providing various engineering services to the City. By selecting our team, Midland will have a water and wastewater partner that is truly an extension of your staff.** Our engineers combine the creativity to develop insightful solutions with the rigor to deliver practical results. We have been providing water/wastewater services for municipal on-call contracts for more than 40 years.
Our water/wastewater services include following:

- Wastewater system modeling and master planning
- Wastewater lift stations (design and evaluation)
- Water and wastewater pipeline design
- Water system modeling and master planning
- Well sites, tanks, and booster pump stations
- Pressure-reducing valve stations
- Water and wastewater site security
- Alternative analyses and life-cycle evaluations
- Final design construction bid documents
- Post-design services
- Construction administration

Our Lubbock office is located at 4411 98th Street, Suite 300, Lubbock, TX 79424. Kenny Friar will be the Project Manager and Anthony Samarripas will be the Principal-in-Cha. They will both be responsible for all efforts associated with projects under this on-call contract. In addition, our subconsultants were carefully chosen based on their expertise, quality of work, and history of partnering with Kimley-Horn to successfully complete projects in a timely manner. Additional details about these firms can be found in our letter of interest and the resumes located in the Appendix.

INTRODUCTION OF PROJECT MANAGER AND TEAM LEADS

Below is a list of our key personnel project team members. Full resumes for key personnel are provided in the Appendix.

Kenny Friar, PE – *Project Manager | Wastewater Collection | Bidding and Construction Phase*

- **Education:** *Bachelor of Science, Civil Engineering, Texas Tech University*
- **License:** *No. 120159*

Kenny has 19 years of experience in West Texas utility design, serving the City of Midland, Amarillo, Lubbock, Wolfforth, San Angelo, and Odessa. He has managed numerous projects, including wastewater collection lines, gravity interceptors, municipal water wells, pump stations, lift stations, and sanitary sewer lines from design through construction and final project acceptance.

Anthony Samarripas, PE – *Principal-in-Charge | QC/QA*

- **Education:** *Bachelor of Science, Civil Engineering, Texas Tech University*
- **License:** *No. 95876*

Anthony has 24 years of experience in engineering water systems for municipal clients, water districts, and private subdivisions. His work includes designing storage tanks, transmission lines, pump stations, and renovating older tanks.

Kyle Sanderson, PE – *Water Distribution | Elevated and Ground Storage Tanks*

- **Education:** *Bachelor of Science, Civil Engineering, Texas A&M University*
- **License:** *No. 113270*

Kyle has 17 years of experience in water and wastewater design around Dallas. He is skilled in various areas including pump stations, storage tanks, lift stations, pipeline design, and control valves. His expertise extends to construction phase services for major infrastructure like tank sites, transmission lines, lift stations, and pump stations.

Jeff James, PE – *Water/Wastewater Treatment*

- **Education:** *Bachelor of Science, Civil Engineering, Texas Tech University*
- **License:** *No. 82677*

Jeff, a native of West Texas, has 32 years of experience focusing on water and wastewater treatment. He has assisted multiple municipalities with water treatment projects, including treatment plant design, rehabilitation, and master plan studies.

Shaun Piepkorn, RPLS – *Survey*

- **Education:** *Bachelor of Elective Studies, Land Surveying and Mapping, St. Cloud State University*
- **License:** *No. 6432*

Shaun is a seasoned land surveyor with 23 years of experience. His skills include boundary and topographic surveys, geodetic control, transportation routes, pipelines, aerial photogrammetry, LiDAR, ALTA/NSPS Land Title surveys, hydrographic surveys, GIS, renewable energy, construction staking, and oil and gas surveys.

Tanya Miro – *Security and Vulnerability Assessments*

- **Education:** *Bachelor of Science, Social Science, Castleton State College*

Tanya has 29 years of experience as a change management specialist in large utility programs. She excels in integrated program management, handling master schedules, document records, SOP workshops, technology implementations, business requirements, and stakeholder reporting.

Josh Kercho, PE – *Pump and Lift Stations*

- **Education:** *Bachelor of Science, Civil Engineering, Texas A&M University*
- **License:** *No. 113002*

Josh has 16 years of experience in water/wastewater design. He offers engineering services for conveyance infrastructure, including lift stations, force mains, pump stations, water distribution, wastewater collection, ground storage tanks, and yard piping.

Lance Phillips, ENV SP – *Operations and Compliance*

- **Education:** *Bachelor of Science, Business Administration, Navarro College*

Lance has 30 years of experience in WWTP operations. At Dallas Water Utilities, he managed a 170 MGD activated sludge plant and supervised over 40 personnel. His practical expertise helps clients create efficient workflows for operators, and he provides constructability and maintenance guidance throughout projects.

Taylor Townes, PE – *Computer Models/GIS*

- **Education:** *Bachelor of Science, Civil Engineering, Texas Tech University*
- **License:** *No. 148051*

Taylor has six years of experience in analysis, master planning, and impact fees for water and wastewater systems in Texas. Taylor's skills include hydraulic modeling, model calibration, pump testing, and data analysis. Taylor is dedicated to helping clients make informed decisions through quality analysis and planning.

John Atkins, PE – *Elevated and Ground Storage Tanks*

- **Education:** *Bachelor of Science, Civil Engineering, Texas A&M University*
- **License:** *No. 85376*

John specializes in water and wastewater infrastructure design, modeling, impact fee assessment, master planning, and capital improvement planning. With over 30 years of experience, he has assisted municipal clients with wastewater master planning, pipeline and lift station design, and condition assessments. John provides system analysis, impact fee studies, design and construction administration for projects, and hydraulic analysis and modeling services for public and private agencies.

Chandler Shields, PE – *Wastewater Collection | Municipal Code Revision*

- **Education:** *Bachelor of Science, Civil Engineering, Texas Tech University*
- **License:** *No. 142251*

Chandler has seven years of experience designing water and wastewater infrastructure for cities in West Texas and the Panhandle, including Midland, Odessa, Lubbock, Amarillo, Plainview, and San Angelo. His expertise includes municipal code revision projects, water/wastewater master planning, conveyance, storage, pumping facilities, and construction contract administration.

PROJECTS WITH REFERENCE CONTACTS

Ector County Utility District Water System | Ector County, TX



Kimley-Horn designed and provided plans, specifications, and construction administration for 1.0 million gallon (MG) and 1.5 MG elevated storage tanks (ESTs), 22 million gallons per day (MGD) pump station, and 4.0 MG ground storage tank (GST). The tanks were designed to serve demand for the existing system and future development needs. The design of the pump station and GST built upon the long-standing relationship between Ector County Utility District (ECUD) and Kimley-Horn. The pump station was designed as a part of larger improvements to bring ECUD into compliance with TCEQ and remove ECUD from the City of Odessa's system as a direct pressure customer. Determination of site constraints, such as existing oil infrastructure or environmental encumbrances for site acquisition, was a critical design component. Kimley-Horn provided construction contract administration including resident project representation (RPR) services.

Kimley-Horn handled the design from inception, including selecting a site, through operation. Kimley-Horn assisted ECUD with all aspects of the Texas Water Development Board funding requirements on the project. Our familiarity with West Odessa, GSTs, and pump stations allowed us to identify project challenges early, such as existing oil infrastructure and environmental encumbrances. To accomplish ECUD's goal, Kimley-Horn provided construction contract documents and administration, bidding phase services, RPR, condition and environmental assessments, site selection, and design services for pump selection, pump station building, concrete GST, supply and discharge meter vault, and preliminary and final design. Kimley-Horn dedicated all the necessary time and resources to making this project a success.

Construction Cost: $45 million **Status:** Completed in 2023
Reference: Ector County Utility District | Debi Hayes |1039 North Moss Avenue, Odessa, TX 79763 | 432.381.5525

26 MGD Pecan Creek Water Reclamation Facility Expansion | Denton, TX



Kimley-Horn was selected to assist the City of Denton with the expansion of the City's Pecan Creek Water Reclamation Facility (WRF) to 26 MGD. We identified locations outside the FEMA floodplain for expansion, coordinated with TCEQ for alternative outfall locations, and increased reuse water capacity. After a technology evaluation, the City chose membrane bioreactor (MBR) technology for future water reuse. Kimley-Horn organized site visits to facilities with similar technology.



Kimley-Horn assessed the existing facility, initially built in the 1960s and expanded in the 1980s, and recommended a new facility as more cost-effective than rehabilitation. We were selected to design this expansion. Our team is currently designing the new 26 MGD facility, incorporating headworks, fine screens, grit removal, aeration basins, membrane bioreactors, UV disinfection, anaerobic digestion, and solids dewatering. The facility will compost and sell biosolids.

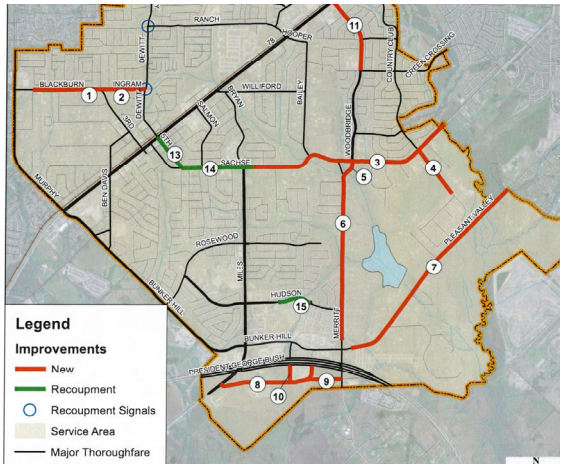
We performed space programming for the City's requested centralized operations, maintenance, and SCADA building. The City opted for CMAR project delivery to issue early work packages and secure long-lead time equipment. We pre-selected major equipment through interviews, site visits, and a scoring process, documented and approved by the purchasing department. Kimley-Horn recommended "Hot List" items to keep the existing facility operational, including replacing pumps and valves and repairing sludge thickening equipment.

Kimley-Horn and SUNDT Construction are prioritizing headworks and solids handling improvements. The new headworks will alleviate problems with inadequate screening and grit removal. Kimley-Horn designed a structure with coarse screening, a flexible lift station, multi-tray grit system, and two-millimeter fine screens. Solids handling improvements will include appropriately sized centrifuge thickeners, digesters, and dewatering.

Construction Cost: $556 million **Status:** Ongoing (Construction anticipated to begin September 2025) **Reference:** City of Denton | David Brown | 601 East Hickory Street, Denton, TX 76205 | 940.349.8480

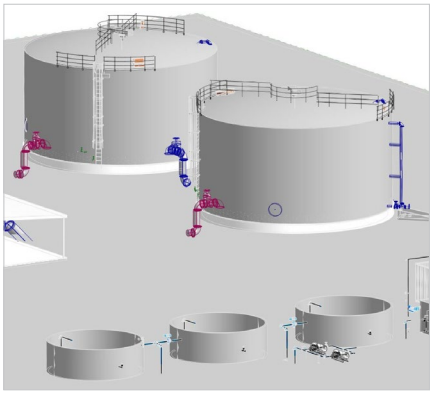
Odessa Water/Wastewater Master Plan Odessa, TX

The City of Odessa recently completed their Comprehensive Master Plan and partnered with Kimley-Horn to develop water and wastewater master plans that correspond with the findings and recommendations from the Comprehensive Master Plan. Both plans involved data collection, system model updates, and the creation of capital improvement plans to address existing deficiencies and future demands. The Water Master Plan identified 94 projects, including 68 growth-related projects with a budget of over $115 million and 26 rehabilitation projects with a budget exceeding $23 million. The Wastewater Master Plan identified 52 projects to accommodate future growth, with a budget exceeding $200 million.



Construction Cost: N/A (Master Plan) **Status:** Completed in 2020
Reference: City of Odessa | Tom Kerr, PE | 411 West 8th Street, 4th Floor, Odessa, TX 79761 | 432.335.4631

AMLC 2.0 MGD Water Treatment Plant | Rockdale, TX



Kimley-Horn designed a 2.0 MGD ground water treatment plant (WTP) with an iron and manganese removal filter system. The raw water had elevated levels of iron and manganese, therefore, Kimley-Horn accounted for provisions to be installed in the GSTs to allow for the removal of the settled solids without taking the tank out of service. The project also included site work on four groundwater wells, including the development of one new well, constructing a well water collection site that includes storage and booster pumps to feed the water plant, and the water plant itself. The water plant includes filters, chemical feed systems, ground storage, hydropneumatic tanks, booster pumps, and a backwash dewatering system. The chemical feed systems, booster pumps, motor control center, and filters are housed in a CMU building to protect them and provide a temperature-controlled environment. A key component to the project was ensuring efficient water conservation methods, such as designing the treatment plant as a zero liquid waste plant which aimed to eliminate the liquid waste of the plant. Kimley-Horn bid out the procurement of long lead time electrical items early and later bid out the remaining portion of the work, including installation of the electrical components procured.

Construction Cost: $27 million **Status:** Design completed in 2024 (under construction)
Reference: Xebec Realty (direct client) | David Bittner | 2100 Ross Avenue, #895, Dallas, TX 75201 | 469.687.3180

Northeast Interceptor | Amarillo, TX



Kimley-Horn performed the planning, route and alignment study, preliminary design, and final design services for approximately 13 miles of 36-inch, 48-inch, and 60-inch diameter sanitary sewer interceptor. The interceptor is designed to serve the northeast basin as industry and residential growth continue in the area. The interceptor conveys flow from the City's northeast wastewater basin to the headworks facility of Amarillo's River Road Wastewater Treatment Plant (RRWWTP). As part of the project, Kimley-Horn designed a connection to the existing RRWWTP and evaluated the impact of the anticipated interceptor flows on RRWWTP. Kimley-Horn also evaluated trenchless options for portions of the project located within utility easements and TxDOT and County right-of-way. Throughout construction, Kimley-Horn performed construction phase services and coordinated monthly progress meetings with the City and contractor. The overall project involves two TxDOT crossings, pipe depths up to 70 feet, 15 tunnels totaling approximately 2,000 feet, and franchise utility coordination.

Construction Cost: $73 million **Status:** Design completed in 2024 (under construction)
Reference: City of Amarillo | Jackson Zaharia, PE | 623 South Johnson Street, Amarillo, TX 79101 | 806.378.3000

Clear Fork Lift Station and Force Main Fort Worth, TX



To eliminate sanitary sewer overflows in the Clear Fork Basin, the City of Fort Worth directed Kimley-Horn to design a peak flow 22 MGD lift station that will skim wet weather flows from two parallel 48-inch sanitary sewer lines in the Davidson Railyard. The lift station includes variable frequency drives to allow flexibility of operation and pumps into approximately 15,000 linear feet (LF) of 36-inch force main. The lift station inlet structures were designed to allow the wetwell to “ride” the hydraulic grade of the collection system and to permit the lift station to effectively lower the hydraulic grade of the downstream system in peak events. Kimley-Horn performed an alignment study with multiple alignments through an extremely tight corridor that traverses a commercial area, arterial, river, highways, and Trinity Park to discharge downstream of the existing choke point in the sanitary sewer system. The force main required coordination and permitting from the USACE (Section 408), UPRR, NTTA, and TxDOT, as well as a parkland conversion through Trinity Park.

Construction Cost: $43 million **Status:** Completed in 2024
Reference: City of Fort Worth | Tony Sholola, PE | 100 Fort Worth Trail, Fort Worth, TX 76102 | 817.392.6054

Markum Ranch Pump Station and 3.0 MG Ground Storage Tank Fort Worth, TX



To keep pace with the fast-growing westside of Fort Worth, Kimley-Horn provided preliminary and final design in only 10 months for the 40 MGD Markum Ranch Pump Station and 3.0 MG GST. Our team evaluated ultimate build out needs of this high-growth area and provided pump recommendations and pump station phasing. The pump station included a seven-pump-slot layout sized for build out demand for two different pressure planes (Westside 4 and Westside 5), including three 7,000 GPM pumps and three 4,750 gallons per minute (GPM) pumps in the initial phase. The project also included design of a 3.0 MG GST in the initial phase, with space for one additional 3.0 MG GST in the future.

The GST was designed as an AWWA D110 Type III prestressed concrete tank without an air gap and will function as an elevated tank for the existing Westside 3 pressure plane to the east. This project is an example of Kimley Horn’s ability to design a GST and yard piping to achieve multiple project objectives. Kimley-Horn also provided RPR services and supported the City throughout construction.

Construction Cost: $22 million **Status:** Completed in 2024
Reference: City of Fort Worth | Farida Goderya, PhD, PE | 100 Fort Worth Trail, Fort Worth, TX 76102 | 817.392.8214

Northwest Booster Pump Station and Water Transmission Main
Denton, TX



The City of Denton's existing McKenna Park Pump Station is landlocked and cannot be expanded to serve the growing Northwest Pressure Plane. Kimley-Horn was tasked with performing an initial pressure plane delineation and hydraulic analysis to determine the existing and build-out demands and size the transmission main to an existing EST, as well as the new pump station located on an existing EST site. The pump station is fed directly by an existing 42-inch line which also connects to the EST on the same site.The pump station initially includes three 6,500 GPM pumps and slots for the future addition of one 6,500 GPM pump. The building also includes a restroom, an accessible basement with cable trays suspended from the basement ceiling, and an accessible mezzanine space above the electrical room. Kimley-Horn is also assisting with the discharge water transmission main that will connect the pump station with the existing Northwest EST via approximately 13,000 LF of 36-inch water main.

Construction Cost: $29 million **Status:** Completed 2024
Reference: City of Denton | David Brown | 601 East Hickory Street, Denton, TX 76205 940.349.8480

Alignment with Midland's Regulatory Standards

Kimley-Horn's overall project experience, including the projects listed above, is closely aligned with the needs and expectations of the City of Midland, particularly in the context of local, state, and federal rules and regulations related to land use, planning, development, and infrastructure design.

Our extensive experience with utility projects has equipped us with a deep understanding of these regulatory frameworks. We prioritize compliance and ensure every project adheres strictly to these standards. **Whether it involves zoning laws, environmental regulations, or infrastructural guidelines, our team is proficient in navigating the complex legal landscape to achieve project goals efficiently and effectively.**

For instance, our recent projects required rigorous adherence to state environmental regulations and federal safety standards, which are comparable to those in Midland. By integrating these regulatory considerations into the planning and execution phases, we ensure that our projects not only meet but often exceed statutory requirements. **This commitment to compliance and excellence makes us a reliable partner for the City of Midland's land use and infrastructure projects.**

STAFF AVAILABILITY AND PROXIMITY TO MIDLAND

Kimley-Horn is devoted to meeting the schedule requirements mutually agreed upon with the City for specific projects resulting from this on-call contract. We evaluate project performance on a weekly basis and draw on the professional and technical resources of our firm to consistently meet aggressive schedules and exceed our clients' expectations.

Kenny Friar and his team of technical staff are prepared to commit the necessary resources and personnel to the City of Midland for the duration of this contract to ensure the timely completion and success of the assigned projects. Our Lubbock office will serve as the primary office for completing projects. **The workload of our Lubbock water/wastewater team allows for up to 50% of their time to be dedicated to City of Midland projects. At any given time, this team is working on up to 10 projects, ranging in construction cost sizes of $100,000 to $76,000,000.**

The Lubbock team can be in Midland in approximately two hours by driving. In addition, our team can also rely on the 200 other water/wastewater professionals across our 25 offices in Texas for any project needs. **Our Lubbock office's proximity to the Midland allows us to promptly respond to meeting requests or other needs that may arise during the projects.** However, we understand that responsiveness is much more than just proximity to the City. Responsiveness is providing Midland with information at short notice, promptly returning phone calls, and meeting your needs. This is where Kimley-Horn excels because we put our client's needs first. **When you call, we will be there.**

INTRODUCTION OF SUBCONSULTANTS

Below is a list of our subconsultant key personnel project team members. Full resumes for key personnel are provided in the Appendix.

Tim Habenicht, PE *(Yellow Rose Mapping) – Subsurface Utility Engineering*

- **Education:** *Bachelor of Science, Civil Engineering, Texas A&M University*
- **License:** *No. 123220*

Tim has 13 years of experience in civil engineering. He manages SUE investigations for clients, maintains project schedules, and interacts with client representatives. Tim has completed over 1,000 SUE projects across Texas.

Jon-Paul Dixion, PE (*Baird Gilroy & Dixon) – Electrical and Mechanical*

- **Education:** *Bachelor of Science, Electrical Engineering, Prairie View A&M University*
- **License:** *No. 112808*

Jon-Paul has 17 years of experience in electrical design and automation for water/wastewater facilities. He has managed project phases from bidding to construction, created schedules and cost estimates, and worked with SCADA software.

Winter Yao, PE *(Beyond Engineering and Testing) – Geotechnical*

- **Education:** *Bachelor of Science, Civil Engineering, Texas A&M University*
- **License:** *No. 97377*

Winter has over 20 years of project management and geotechnical engineering experience in Texas, covering pavement design, remediation, and construction inspection for various facilities. He addresses local geotechnical challenges such as gypsum material, sulfate-rich subgrade, stabilization, and excavation of hard caliche.

Sarah Riebe, SR/WA, R/W-NAC *(Pinnacle Consulting Management Group)* *Land and Easement Acquisition*

- **Education:** *No higher education*
- **License:** *No. 605109*

Sarah has 17 years of experience specializing in negotiation, relocation, condemnation, and title. Since 2008, she has overseen right-of-way services for federal, state, and local projects, including TxDOT and utility districts. Her expertise allows her to supervise parcel acquisitions, manage advisory services, file relocation claims, and coordinate eminent domain parcels, ensuring clients legally possess properties for their projects.

Chris Ekrut *(NewGen Strategies & Solutions)* – *Rate Studies*

- **Education:** *Master of Public Administration, University of North Texas*
- *Bachelor of Arts in Public Administration, West Texas A&M University*

Chris has more than 20 years of experience providing consulting services on pricing and rates for utility systems. He has conducted many water and wastewater rate studies, developed utility rate models, and assisted in negotiations and litigation for wholesale service contracts.

Matthew Burges, PE *(Atlas)* – *Inspection and Materials Testing*

- **Education:** *Bachelor of Science, Civil Engineering, Texas Tech University*
- **License:** *No. 120363*

Matthew has 16 years of civil engineering experience, split between eight years as a construction project manager and eight years as a design engineer and CE&I project manager. His expertise includes underground utilities, storm sewers, roadways, paving, and structures.

Daniel Lupton, PG *(INTERA)* – *Raw Water Sources*

- **Education:** *Master of Science, Hydrogeology, University of Texas at San Antonio*
- *Bachelor of Science, Resource and Environmental Studies (Geology Emphasis), Texas State University*
- **License:** *No. 11354*

Daniel has 18 years of experience and specializes in hydrogeology, project management, well siting, drilling and testing, wellfield design, and water resources modeling. He has managed large budget projects and supervised wells up to 4,500 feet deep, contributing to groundwater models and assessments in Texas.

CONFLICT OF INTEREST QUESTIONNAIRE

Please reference our signed conflict of interest questionnaire in the Appendix.

LEGAL ACTIONS

Kimley-Horn, our subconsultants, and the project team have no litigation in Texas in the past five years related to the services required in Section 1.5 of RFQ 25004091.



APPENDIX

COI QUESTIONNAIRE

KEY PERSONNEL RESUMES

SIGNED ADDENDA

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

Kimley-Horn and Associates, Inc.

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7 Signature of vendor doing business with the governmental entity

4/9/2025
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

RESUMES



Kenny Friar, PE

PROJECT MANAGER | WASTEWATER COLLECTION BIDDING AND CONSTRUCTION PHASE

Kenny has 19 years of experience in utility design across West Texas. He focuses on the design of water infrastructure projects, including elevated/grounded storage tanks and water wells. He has designed or managed many projects, including large diameter potable water transmission lines, municipal water wells, pump stations, lift stations, and sanitary sewer lines. His design experience includes working closely with Texas Commission on Environmental Quality standards.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas Tech University

Professional Engineer in Texas (No. 120159)

American Society of Civil Engineers, Member

Relevant Experience

- Midland Petroleum Club Sewer Rehabilitation, Midland, TX
- A Street – Indiana to Cuthbert Avenue, Midland, TX
- South Loop 88 Utility Relocations, Lubbock, TX
- Lake Alan Henry Treated Water Line, Lubbock, TX
- Low Head C Supply Line Design Survey, Lubbock, TX
- 54-Inch South Lubbock Sanitary Sewer, Lubbock, TX
- Amarillo Loop 335 at BNSF Utility Relocations, Amarillo, TX
- Panhandle Sanitary Sewer and Lift Station Design, Panhandle, TX
- US 87 6-Inch Utility Relocation, Dumas, TX
- Northwest Interceptor, Amarillo, TX
- Northeast Interceptor, Amarillo, TX
- Hale Center GST Replacement, Hale Center, TX
- Lubbock Lift Station No. 41, Lubbock, TX



Anthony Samarripas, PE

PRINCIPAL-IN-CHARGE | QC/QA

Anthony has 24 years of experience in the engineering of water transmission, distribution, and storage systems. He primarily provides services for municipal clients, water districts, and other public-serving entities. His experience includes the design of new storage tanks, transmission lines, and pump stations, as well as rehabilitation work on older tanks. Anthony's responsibilities often include construction contract administration so he has seen numerous facilities being built. As a result of this experience, he is thoroughly familiar with the specialized issues that arise during construction.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas Tech University

Professional Engineer in Texas (No. 95876)

Water Environment Federation, Member

Relevant Experience

- North Texas Municipal Water District (NTMWD) 14-Inch Water Line Relocation, Farmersville, TX
- FM 1171 and Highway 377 36-Inch and 20-Inch Water Lines, Flower Mound, TX
- Cummings Drive 24-Inch Transmission Main, Bedford, TX
- Stacy Road 42-Inch and 24-Inch Water Line Relocations, Allen, TX
- Highway 377 20-Inch Water Line, Denton, TX
- Wylie-Rockwall-Farmersville 36- and 48-Inch Water Line Replacement, Wylie, TX
- NTMWD 20-Inch Water Line Assessment, Kaufman, TX
- Morriss Road 20-Inch Water Line, Flower Mound, TX
- FM 2499 /3040 24-Inch Water Line Replacement, Flower Mound, TX
- NTMWD Frisco-McKinney GST, Frisco, TX
- Western 2.5 MG EST, Flower Mound, TX
- Trinity Falls 3.0 MG EST, McKinney, TX
- NTMWD Virginia Parkway 7.0 MG GST, McKinney, TX



Kyle Sanderson, PE

WATER DISTRIBUTION | ELEVATED AND GROUND STORAGE TANKS

Kyle has 17 years of experience serving municipal clients with water and wastewater design in the DFW Metroplex. His diversified project experience with pump station, ground storage tank, and elevated storage tank design; lift station and force main design; control valves and metering facilities; and large diameter pipeline design make him an asset to our team. Kyle has also been involved in construction phase services of major water and wastewater infrastructure, such as elevated storage tank sites, water and wastewater transmission lines, lift station sites, pump station sites, and ground storage tank sites.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in Texas (No. 113270)

Relevant Experience

- High Road Water Line Replacement Phases 1, 2, and 3, Flower Mound, TX
- Morriss Road 20-Inch Water Line Replacement Phases 1-4, Flower Mound, TX
- NTMWD Stacy Road Water Lines 42-Inch to 24-Inch Relocations, Allen, TX
- NTMWD Wylie-Rockwall-Farmersville 36-Inch and 48-Inch Water Line Replacement, Wylie, TX
- Rockhill Parkway 24-Inch Water Line, Phases 1 and 2, Frisco, TX
- Kilgore 20-Inch Water Line Condition Assessment, Kilgore, TX
- Galatyn Parkway 24-inch Water Line Relocation, Richardson, TX
- Pintail Pump Station Capacity Improvements, Flower Mound, TX
- NTMWD South Delivery Point Improvements Phase 2, Kaufman, TX



Jeff James, PE

WATER/WASTEWATER TREATMENT

Jeff grew up in West Texas and has spent 32 years with Kimley-Horn, focusing on all aspects of water and wastewater treatment. He has assisted multiple cities with water treatment projects, including treatment plant design, rehabilitation, and master plan studies. Jeff is the Kimley-Horn treatment team lead and has been the project manager and responsible for quality and value engineering on more than 15 treatment projects.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas Tech University

Professional Engineer in Texas (No. 82677)

Texas Society of Professional Engineers, Member

American Water Works Association, Member

Water Environment Federation, Member

Underground Construction Technology Association, Member

Relevant Experience

- River Road WWTP, Amarillo, TX
- Georgia Street Interceptor, Amarillo, TX
- 4.0 MGD Gainesville WWTP Expansion, Gainesville, TX
- Waxahachie WWTP Improvements, Waxahachie, TX
- 26 MGD Pecan Creek WRF Expansion, Denton, TX
- 4.0 MGD MBR WWTP, Anna, TX
- Tierra Blanco WWTP, Canyon, TX
- West University Place WWTP Rehabilitation, West University Place, TX
- Farmersville WWTP Expansion, Farmersville, TX
- 40 MGD Lubbock WRF Headworks Improvements, Lubbock, TX
- Wise County Water Supply District WTP Expansion, Decatur, TX
- 3.0 MGD WTP, Decatur, TX
- 4.0 MGD WTP, Azle, TX
- West Wise WTP and Water Distribution, Bridgeport, TX
- Howard Road WTP Improvements, Waxahachie, TX



Shaun Piepkorn, RPLS

SURVEY

Shaun is an experienced land surveyor with a 23-year career in the land surveying industry. He possesses a strong track record of effective team leadership and an unwavering passion for the field of surveying. Shaun's expertise encompasses a diverse range of skills, including boundary and topographic surveys, geodetic control surveys, transportation and route surveys, water and wastewater pipelines, aerial photogrammetry and LiDAR, ALTA/NSPS Land Title Surveys, hydrographic surveys, GIS, renewable energy, construction staking, and oil and gas surveys.

Professional Credentials

Bachelor of Elective Studies, Land Surveying and Mapping, St. Cloud State University

Certificate in Geospatial Information Systems, University of Texas at Arlington

Registered Professional Land Surveyor in Texas (No. 6432)

Texas Society of Professional Surveyors, Chapter 5 Representative

National Society of Professional Surveyors, Member

Relevant Experience

- West Wadley Avenue Improvements, Midland, TX*
- Scharbauer Draw Intersections, Midland, TX*
- Amarillo Northeast Interceptor, Amarillo, TX
- Edmund Boulevard and East 29th Street, San Angelo, TX*
- 114th Street (Quaker Avenue to Memphis Avenue), Lubbock, TX*
- Lubbock Unpaved Roads, Lubbock, TX*
- Christoval Road, San Angelo, TX
- Thermo Road, Sulphur Springs, TX
- Gregg and Dessau Lift Stations, Austin, TX
- The Cliffs WTP, Graford, TX
- Pinnacle WWTP, Mabank, TX
- Holiday Villages of Fork WWTP, Quitman, TX
- Williamson County Survey On-Call, Williamson County, TX
- Celina WWTP Expansion, Celina, TX*
- Plano Control Network, Plano, TX*

**Work performed prior to joining Kimley-Horn*



Professional Credentials

Bachelor of Science, Social Science, Castleton State College

American Water Works Association, Member

Water Environment Association of Texas, Member

Project Management Institute, Member

Society of Military Engineers, Member

Tanya Miro

SECURITY AND VULNERABILITY ASSESSMENTS

Tanya has 29 years of experience as a change management specialist for large utility programs. She is accomplished in integrated program management and maintains high levels of coordination at the program level, managing complex master schedules, document records, workshops for standard operating procedures, large technology implementations business requirements, and reporting to stakeholders. She has experience with the high level of coordination required when working with regulatory agencies and managing the administration of required documentation.

Relevant Experience

- Dallas Water Utilities Security Master Plan, Dallas, TX
- Texas Water Development Board Services, Statewide, TX
- Schertz-Seguin Local Government Corporation Owner's Representative Parallel Pipeline and Guadalupe Project, Seguin, TX
- Denton Capacity, Management, Operation, and Maintenance Sanitary Sewer and Water Systems, Denton, TX
- Dallas County Technology Upgrades and Data Governance, Dallas County, TX*
- Tarrant Regional Water District Security Review and Audit, Fort Worth, TX*
- Fort Worth Capital Projects Management System, Fort Worth, TX*
- Fort Worth Capital Projects Integrated Program Management, Fort Worth, TX*
- Fort Worth Water Information Technology Program, Fort Worth, TX*
- Fort Worth Wet Weather Wastewater Program, Fort Worth, TX*
- San Antonio Water System Sanitary Sewer Overflow Reduction Program, San Antonio, TX*
- Sarasota County Septic to Sewer Program, Sarasota, FL

**Work performed prior to joining Kimley-Horn*



Josh Kercho, PE

PUMP AND LIFT STATIONS

Josh is a highly skilled engineer with 16 years of experience specializing in water and wastewater design and planning. He excels in delivering a comprehensive range of engineering services, ensuring the smooth operation and development of critical conveyance infrastructure. His expertise encompasses lift station and force main design, pump station design, water distribution and transmission design, wastewater collection and interceptor design, GST design, and yard piping design.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in Texas (No. 113002)

American Society of Civil Engineers, Member

Utility Engineering and Surveying Institute, Member

American Water Works Association, Member

Relevant Experience

- Markum Ranch 40 MGD Pump Station and 3.0 MG GST, Fort Worth, TX
- Northwest 21 MGD Booster Pump Station, Denton, TX
- Industrial Park Boulevard 16.5 MGD Pump Station and 2.0 MG GST, Burleson, TX
- Southwest Pump Station Flow Control Valve Improvements, Denton, TX
- Trinity Basin Transmission Facilities WP #26, #27, 2-1.0 MG GSTs and Delivery Points, Johnson County, TX
- Caylor 5.0 MG GST, Fort Worth, TX
- Clear Fork 22.0 MGD Lift Station, Fort Worth, TX
- Cooper Creek 12 MGD Lift Station Improvements and Rehabilitation, Denton, TX
- Radecke 4.5 MGD Lift Station and Diversion Structure, Krum, TX
- Lake Cities Municipal Utility Authority 3.5 MGD Lift Station #1, Lake Dallas, TX



Lance Phillips, ENV SP

OPERATIONS AND COMPLIANCE

Lance has 30 years of experience in WWTP operations. Prior to joining Kimley-Horn, he spent his career managing the operation of a 170 MGD fixed film activated sludge plant and overseeing more than 40 plant personnel at Dallas Water Utilities (DWU). Lance's robust background in operations provides clients with a hands-on expert who will work with your staff to create a workflow that is seamless and functional for operators to run. In addition, he will also be able to provide guidance from a constructability and maintenance perspective during all phases of projects.

Professional Credentials

Bachelor of Science, Business Administration, Navarro College

TCEQ "A" Wastewater Operator (No. WW0050124)

Envision Sustainability Professional

Lean Six Sigma, Certified Green Belt

Water Environment Association of Texas, President Elect

Relevant Experience

- DWU Central WWTP SCADA and Automation Improvements, Dallas, TX*
- DWU Central WWTP 170 MGD Fix Film and Activated Sludge Plant Operations, Dallas, TX*
- DWU Central WWTP Oversight of Complex B Peak Flow Basins Master Plan, Facility, and Rehabilitation, Dallas, TX*
- DWU Central WWTP Oversight of Whiterock Primary Improvements Master Plan, Facility, and Rehabilitation, Dallas, TX*
- DWU Central WWTP Oversight of Dallas Electrical Improvements Master Plan, Facility, and Rehabilitation, Dallas, TX*
- DWU Central WWTP Odor Control Chemical Feed System Management, Dallas, TX*
- DWU Central WWTP Permit Compliance, Dallas, TX*
- DWU Central WWTP Quality Inspections, Dallas, TX*
- DWU Central WWTP Sample Collection and Equipment Operation, Dallas, TX*

**Work performed prior to joining Kimley-Horn*



John Atkins, PE

ELEVATED AND GROUND STORAGE TANKS

For more than 30 years, John has helped his municipal clients with wastewater master planning, pipeline design, lift station design, and condition assessments. He specializes in providing water and wastewater system analysis, impact fee studies, design and construction administration for water/wastewater projects, and hydraulic analysis and modeling services for both public and private agencies.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in Texas (No. 85376)

Texas Society of Professional Engineers, Member

American Water Works Association, Member

Water Environment Federation, Member

Relevant Experience

- ECUD 42nd Street Pump Station and 4.0 MG GST, West Odessa, TX
- Markum Ranch Pump Station and 3.0 MG GST, Fort Worth, TX
- Northwest Booster Pump Station and Water Transmission Main, Denton, TX
- Industrial Boulevard Pump Station, Burleson, TX
- Clear Fork 22.0 MGD Lift Station and 36-Inch Force Main, Fort Worth, TX
- Upper Clear Fork Basin Interceptor Improvements, Fort Worth, TX
- Waterside 0.9 MGD Lift Station, Fort Worth, TX
- Denton West Lift Station, Denton, TX
- 18-Inch Charbonneau Lift Station Force Main, Lake Worth, TX
- 8-Inch to 48-Inch Sanitary Sewer Rehabilitation Contract 70, Fort Worth, TX
- Cravens Road Sanitary Sewer Relocation and Willow Road/Quail Road Sanitary Sewer Rehabilitation, Fort Worth, TX
- Vickery Boulevard Sanitary Sewer Improvements, Fort Worth, TX
- South Mesquite Creek Sewer 33-Inch Interceptor Replacement, Mesquite, TX
- Wofford Way 8-Inch Sanitary Sewer, Saginaw, TX



Taylor Townes, PE

COMPUTER MODELS/GIS

Taylor has six years of experience in analysis, master planning, and impact fees for water and wastewater systems across Texas. She has developed a range of technical skills including hydraulic modeling, model calibration, pump testing, and data analysis. Taylor is passionate about providing clients with the tools to make informed decisions through high-quality analysis and master planning.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas Tech University

Professional Engineer in Texas (No. 148051)

Relevant Experience

- South Lubbock 88 Utility Relocations, Lubbock, TX
- Lubbock Lowhead C Supply Line Design Survey, Lubbock, TX
- SSLGC Wholesale Supply Water System Model and CIP Update, Seguin, TX
- Texas State Holland Interconnect Water Model and System Analysis, San Marcos, TX
- Bethesda Water Model, Burleson, TX
- Western Lake Hydraulic Model Study, Weatherford, TX
- Cycle Stop Hydraulic Study, Avinger, TX
- College Gardens Water Model Hydraulic Analysis, Stillwater, OK
- Water and Sanitary Sewer Main Replacements, Arlington, TX
- Allred and John Paine Road 24/30-inch Water Line, Denton, TX
- WWTP Biosolids Assessment and Recommendations, Waxahachie, TX
- Denton One Water Master Plan, Denton, TX
- Denton Wastewater Master Plan, Denton, TX
- Cedar Hill Water Master Plan, Cedar Hill, TX
- Northeast Basin Wastewater Master Plan Update, Amarillo, TX
- Wastewater Master Plan and Water Modeling, Gainesville, TX



Chandler Shields, PE

WASTEWATER COLLECTION | MUNICIPAL CODE REVISION

Chandler has seven years of experience in water and wastewater infrastructure design. He primarily serves West Texas and Panhandle cities such as Midland, Odessa, Lubbock, Amarillo, Plainview, and San Angelo. He has provided water and wastewater engineering design services for municipal, TxDOT, and federally funded projects. His experience also includes water/wastewater master planning, conveyance, storage, pumping facilities, and construction contact administration.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas Tech University

Professional Engineer in Texas (No. 142251)

Relevant Experience

- Midland Engineering Design Manual, Midland, TX
- Mockingbird Lane Sewer Line, Midland, TX
- A Street Water/Wastewater Improvements, Midland, TX
- Illinois Avenue Water/Storm Drain Improvements, Midland, TX
- Amarillo Water System Evaluation and Master Plan, Amarillo, TX
- Amarillo Northeast Sewer Interceptor Alignment Study, Amarillo, TX
- Amarillo Western and Wallace Boulevard Roadway, Amarillo, TX
- Amarillo Lift Station No. 32 and Force Main Extension, Amarillo, TX
- Amarillo Lift Station No. 55 and Force Main Extension, Amarillo, TX
- Amarillo Northwest Sewer Interceptor, Amarillo, TX
- Lubbock Low-Pressure Water Supply Line Lining, Lubbock, TX
- Lubbock Low Head C Water Line Alignment Study, Lubbock, TX
- Lubbock 98th Street Water Line Relocation, Lubbock, TX
- Lubbock Loop 88 Water/Wastewater Relocations, Lubbock, TX
- Lubbock South Lubbock Sanitary Sewer Extension Phase 3, Lubbock, TX
- Howard Street Water/Wastewater Improvements, San Angelo, TX
- Plainview Water Risk and Resiliency Study, Plainview, TX
- Plainview Water Emergency Response Plan, Plainview, TX



Tim Habenicht, PE *(Yellow Rose Mapping)*

SUBSURFACE UTILITY ENGINEERING

Tim has 13 years of experience in civil engineering. As the Director of Subsurface Utility Engineering at Yellow Rose Mapping, he oversees SUE investigations for public and private clients, manages project schedules, and communicates with client representatives. He has worked on over 1,000 SUE projects across Texas for clients like TxDOT and the cities of Fort Worth, Dallas, Plano, Rockwall, and Irving.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in Texas (No. 123220)

American Society of Civil Engineers, Member

Relevant Experience

- University Drive from Rosedale Street to Trail Drive, Fort Worth, TX
- Alsbury Boulevard Widening – Phase 3, Burleson, TX
- North Bonnie Brae Street SUE – Phase 4B, Denton, TX
- Crandall Waterline, Mesquite, TX
- Spring Creek Interceptor, Plano, TX
- Frisco No. 4 Pump Station Pipeline, Frisco, TX
- Phase II 30-Inch Transmission Main, Mansfield, TX
- Lawson Road Interceptor, Mesquite, TX
- Cotton Creek Sanitary, Arlington, TX
- Raw Water Transmission Improvements, TRA, Fort Worth/Arlington, TX
- UTRWD Riverbend WRP West Influent Lift Station and FM Project, Aubrey, TX



Winter Yao, PE *(Beyond Engineering and Testing)*

GEOTECHNICAL

Winter has more than 20 years of experience as a project manager and geotechnical/materials engineer in Texas. His expertise includes pavement design for highways, airports, streets, industrial facilities, and construction inspection. He has handled foundation distress, slope stability evaluation, and underground utilities/tunnels. Winter is skilled in addressing West Texas geotechnical challenges such as gypsum material, sulfate-rich subgrade, and local caliche aggregates.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in Texas (No. 97377)

American Society of Civil Engineers, Member

Texas Society of Professional Engineers, Member

Relevant Experience

- Midland Landfill Truck Access Road, Midland, TX
- ECUD Waterlines, Ector County, TX
- Fallwell Lane Waterline Phase A, Del Valle, TX
- County Road 447 Bridge Replacement Over Salt Creek, Reeves County, TX
- Kickapoo Creek Dams No. 4 and 5, Cook County, TX
- Pavement Rehabilitation for Crane Avenue, Dixie Boulevard, and Tanglewood Lane, Odessa, TX
- Midland County Roadway Reconstruction Program, Midland County, TX



Jon-Paul Dixon, PE *(Baird Gilroy & Dixon)*

ELECTRICAL AND MECHANICAL

Jon-Paul has 17 years of experience in electrical design and automation for water/wastewater facilities. He develops construction schedules, cost estimates, and manages projects throughout bid and construction phases. His SCADA expertise includes software like Trihedral's VT SCADA and Aveva Wonderware. Jon-Paul frequently writes PLC programs using ladder logic, function block diagrams, and structured text. He is familiar with NIST's industrial control systems security guide and AWWA's emergency planning protocols and has helped organizations improve cyber resiliency for facility control systems.

Professional Credentials

Bachelor of Science, Electrical Engineering, Prairie View A&M University

Professional Engineer in Texas (No. 112808)

Water Environment Association of Texas, Member

American Water Works Association, Member

National Society of Black Engineers, Member

Relevant Experience

- Midland Wall Street Lift Station Sewer Diversion, Midland, TX
- Baytown Area Water Authority WTP Pump Station Improvements, Baytown, TX
- Pecos SCADA System Improvements, Pecos, TX
- Justin High Service Pump Station and GST, Justin, TX
- College Station Sandy Point Pump Station Variable Frequency Drives Replacements, College Station, TX
- Fate Pump Station No. 3, Fate, TX
- Missouri City Regional 20 MGG WTP Expansion Phase 2, Missouri City, TX
- Coastal Water Authority Caper's Ridge Pump Station, Harris County, TX
- Red Oak Methodist Pump Station Expansion, Red Oak, TX



Daniel Lupton, PG *(INTERA)*

RAW WATER SOURCES

Daniel has 18 years of experience in hydrogeologic conceptualization, project management, water well siting, drilling and testing, water supply wellfield design, and water resources modeling. He oversees a group of geologists and engineers working on various groundwater projects ranging from single well aquifer tests to the design and construction of large wellfields. Daniel has managed multiple large budget projects and overseen installation of water supply wells up to 4,500 feet deep. In addition, he has participated in the development and application of several regional-scale groundwater availability models (GAMs) and brackish groundwater assessments used for long-term planning and management of water resources in Texas.

Professional Credentials

Master of Science, Hydrogeology, University of Texas at San Antonio

Bachelor of Science, Resource and Environmental Studies (Geology Emphasis), Texas State University

Professional Geologist in Texas (No. 11354)

Relevant Experience

- Existing Water Supply System Evaluation, West TX
- Texas State Parks System Public Water Supply Well Permitting and Installation, El Paso County, TX
- Groundwater Resource Characterization, Permian Basin, TX
- BlueRidge Farms Wellfield Assessment, West TX
- Hydrogeologic Evaluations, Various Panhandle Counties, TX
- Characterization and Development of Groundwater Resources, Hudspeth County, TX
- Development of High-Capacity Wellfield in Pecos Valley Alluvial Aquifer, Ward County, TX
- Water Resource Consulting and Wellfield Development, Pecos County, TX
- Sand Mine Water Wellfield Development, Winkler County, TX
- Evaluation of Potential to Produce Groundwater, Monahans, TX
- Hydrogeologic Evaluation for Locating a Wellfield, Anderson and Comanche Counties, TX



Matthew Burges, PE *(Atlas)*

INSPECTION AND MATERIALS TESTING

Matthew has 16 years of civil engineering experience, split equally between construction project management and design engineering. Before joining Atlas, he worked in San Antonio and Central Texas on various infrastructure and transportation projects, from small city jobs to major TXDOT projects, including utilities, storm sewers, road excavation, paving, and structures. His construction management duties included submittals, CPM scheduling, oversight, quality control, quantity tracking, change orders, invoice processing, and other essential tasks.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas Tech University

Professional Engineer in Texas (No. 120363)

Relevant Experience

- TxDOT Odessa District BI 20, Midland County, TX
- TxDOT Odessa District BS 349C, Midland County, TX
- TxDOT Odessa District IH 20 and SH 18, Martin County, TX
- TxDOT Odessa District SH 176, Martin County, TX
- TxDOT Odessa District SH 176 and BI 20, Martin County, TX
- TxDOT Odessa District FM 1450, Reeves County, TX



Chris Ekrut *(NewGen Strategies & Solutions)*

RATE STUDIES

Chris has 21 years of experience providing consulting services, primarily focusing on pricing services and developing rates and fees for utility systems, as well as supporting clients before regulatory agencies. He has conducted numerous wholesale and retail water and wastewater rate studies, developed utility rate and fee models, and assisted in negotiations and litigation involving several wholesale service contracts. He also serves as an instructor for the national "Fundamentals of Water Cost of Service and Rate Design" class sponsored by EUCI and is part of the Faculty of the National Association of Regulatory Commissioner's Rate School.

Professional Credentials

Master of Public Administration, University of North Texas

Bachelor of Arts in Public Administration, West Texas A&M University

Certified Rate of Return Analyst (CRRA) from the Society of Utility and Regulatory Financial Analysts

Relevant Experience

- Odessa Water, Wastewater, and Drainage Cost of Service and Rate Design Study, Odessa, TX
- Childress Water, Wastewater, and Drainage Cost of Service and Rate Design Study, Childress, TX
- Amarillo Water, Wastewater, and Drainage Cost of Service and Rate Design Study, Amarillo, TX
- Wolfforth Water, Wastewater, and Drainage Cost of Service and Rate Design Study, Wolfforth, TX
- Lubbock Water, Wastewater, and Drainage Cost of Service and Rate Design Study, Lubbock, TX



Sarah Riebe, SR/WA, R/W-NAC

(Pinnacle Consulting Management Group)

LAND AND EASEMENT ACQUISITION

Sarah has 17 years of experience specializing in negotiation, relocation, condemnation, and title. Since transitioning to the right-of-way sector in 2008, she has been supervising the right-of-way services on various federal, state, and local funded projects. Sarah's extensive background enables her to effectively supervise agents in acquiring a wide variety of parcels, managing the advisory services and filing of all types of relocation claims, and directing the preparation and coordination of eminent domain parcels, and ultimately ensuring that clients secure the necessary legal possession of properties for their projects.

Professional Credentials

Texas Real Estate License (No. 605109)

International Right-of-Way Association, Member

Senior Right-of-Way Designation Certification

Right-of-Way Negotiation and Acquisition Certification

Relevant Experience

- Lubbock Road Bond Program Management, Lubbock, TX
- Lubbock Upland Avenue 34th Street to 66th Street Widening, Lubbock, TX
- Arlington Division Street Sidewalk Project, Arlington, TX
- Wylie FM 544 Expansion, Wylie, TX
- Lewisville Corporate Drive Extension Segment 5 and S. Kealy Avenue, Lewisville, TX
- Mansfield US 287 Utility Relocation, Mansfield, TX
- Terrell FM 148 TxDOT Surplus Acquisition, Terrell, TX
- Denton Bonnie Brae Drive Realignment, Denton, TX
- Fort Worth Multiple Utility Projects, Fort Worth, TX
- Weatherford Multiple Utility Projects, Weatherford, TX
- Parker County Special Utility District Multiple Utility Projects, Parker County, TX
- Parker County East Loop Phase 4, Parker County, TX
- Parker County Multiple Road Realignment Projects, Parker County, TX
- TxDOT IH 35, Denton and Cooke Counties, TX
- TxDOT FM 455, Denton County, TX

25004091

On Call Professional Services for Utilities Department

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Q1: Is the Conflict of Interest Questionnaire excluded from the page count?
A1: Yes, the Conflict of Interest is excluded.

Q2: Item 3.6.3 of the RFQ (page 7) reads "Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design." Could you please clarify or expand on what kind of similarities this requirement is referring to? If possible, please provide an example.
A2: Water, Wastewater main line design, treatment plant design, projects with TCEQ approval, etc.

Q3: Is item "9.) Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years." excluded from the 12-page limit?
A3: No

Q4: Is a Table of Contents allowed? If so, would it be excluded from the 12-page limit?
A4: Yes it is allowed. It is included in the 12 page limit.

Q5: Item 3.6.1 in the RFQ (page 7) reads "A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed." Please clarify what is considered "recently completed"?
A5: 10 years

Q6: Will an arial condensed font be accepted?
A6: Arial

Q7: Are sections 3.5, "Service Provider Project Team" and 3.9, "Service Provider Subconsultant Project Team" considered to be the resumes that go in the appendix and do not go towards page count?
A7: Resumes will not count in the 12 pages.

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Q8: Is a smaller font size allowed for tables, header/footer, captions or sidebars?
A8: Yes, just not smaller than size 10.

Q9: The numbering of sections increases from "3.7 Service Provider Staff Availability" to "3.9 Service Provider Subconsultant Project Team". Should section 3.9 be updated to section 3.8?
A9: Yes

Q10: Are the form sections 3.10 and 3.11 included in the 12-page count requirement? Do covers count toward the limit as well?
A10: NO

Q11: In section 3.6 is it acceptable to list anticipated/estimated completion dates?
A11: Yes

Q12: Does the Conflict of Interest Questionnaire count towards the 12-page limit, since its uploaded as a separate document on Bonfire?
A12: No

Q13: Due to page limitations, can we provide Section 3.11 Previous Legal Actions as an appendix that does not count toward the 12-page limit?
A13: Yes

Q14: Will the City extend the due date to accommodate the receipt of Questions that are due on April 4?
A14: Didn't we already extend this?

Q15: Can we submit qualifications for only our in-house capabilities, and identify subconsultants at a later time based on the assigned scope of work?
A15: No

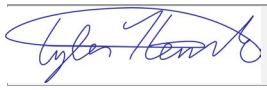
Q16: There is no 3.8 section. Is it okay if we renumber 3.9 – 3.11 to adjust for the missing 3.8?
A16: Yes

Q17: The current 3.9.1 is the same as 3.5.1. Are you looking for different information on 3.9.1?
A17: 3.9.1 is for sub-consultants, 3.5.1 is for the Consultant team.

Q18: Will including a cover page be considered part of the 12-page limit?
A18: No

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	4/9/2025
Bidder Authorized Signature	Date

25004091

On Call Professional Services for Utilities Department

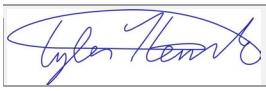
Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: 1.6 SELECTION: The City will select up to six (7) qualified Engineering Firms to provide Engineering Services on an as-needed basis to the City for a term of five (5) years.

Would the company still be eligible to participate in this bid even though they are not an Engineering Firm?
A1: You are welcome to apply but the City of Midland is searching for an on-call engineering service.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

	4/9/2025
Bidder Authorized Signature	Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

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.**

Kimley-Horn and Associates, Inc.

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

Signature of vendor doing business with the governmental entity

4/9/2025

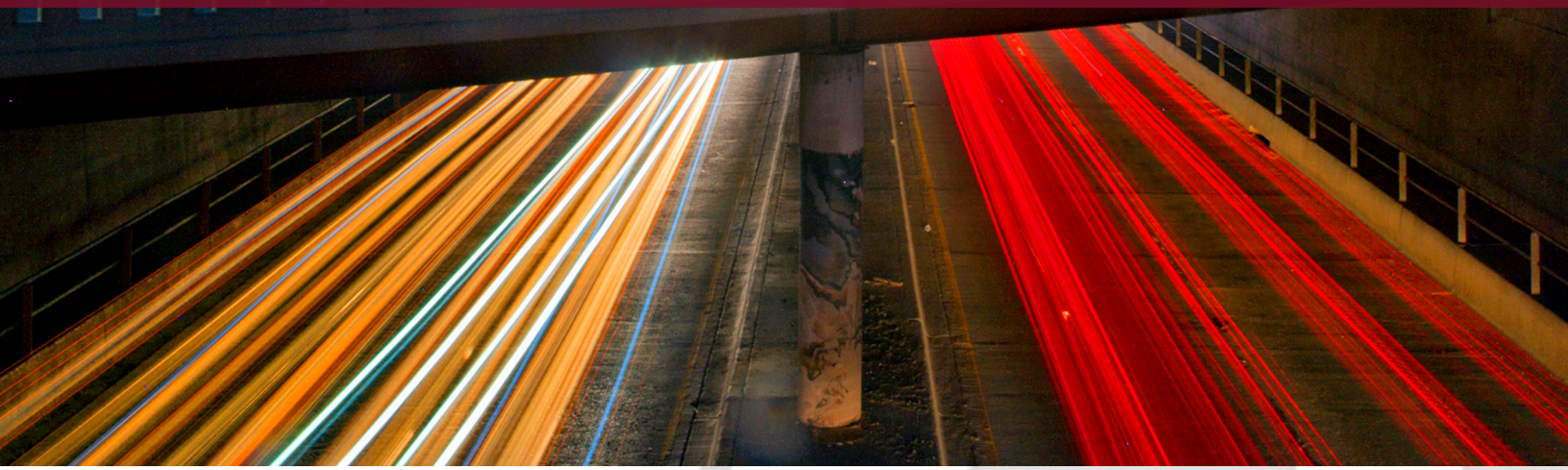
Date

PACKET 7:221 May 27, 2025



STATEMENT OF QUALIFICATIONS

for On-Call Professional Services for the Utilities Department
RFQ 25004091



Submitted to:
Erika Martinez
Assistant General Services Director
City of Midland
300 N. Loraine
Midland, TX 79702

Date of Submittal: April 9, 2025 at 2:00 PM

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.0989

MAVERICK ENGINEERING

April 9, 2025

Dear Ms. Martinez:

Maverick Engineering is pleased to submit this Statement of Qualifications for On-Call Services for the Utilities Department. Maverick's core competencies include Land Surveying, Water Resources and general Civil Engineering. Relevant to this RFQ, Maverick is prepared to deliver technical assistance with process issues as related to existing and proposed Utilities facilities. Our team is ready to provide evaluation, design, bidding support, and construction oversight more specifically:

- Water distribution systems, including elevated and ground storage tanks.
- Sewage collection systems - gravity and pressure, lift stations, and force mains.
- Pump stations and pressure maintenance facilities
- Raw water sources, both surface and ground
- Regulatory issues
- Environmental, safety, security and vulnerability assessments
- Surveying, legal descriptions, and drawings
- Land and Easement negotiation, acquisition, and filing
- Design Reports, plans, specifications, contract documents, and assistance with bidding
- General compliance and permitting issues with State and Federal Agencies, including the TCEQ and USEPA
- Unique issues requiring the assistance of a Professional Engineer or related specialty technical personnel.
- Utility operations, training and manuals
- Technical support for legal and financial issues

In order to provide full water resources services, we choose to work with Tski Engineering, LLC. Ralph Truszkowski, P.E., President, can be reached via phone at 432.260-1647 or via mail at 5007 103rd Street, Lubbock, TX, 79424. We will also utilize BSA Consulting Engineers, PLLC for any mechanical or electrical engineering. Monty Bradshaw, P.E., Managing Principal can be reached at 806.780.7475 or 14302 Slide Road, Lubbock, TX 79424.

Maverick has worked extensively with the City of Midland and is fully committed to our continued working relationship. We stand by our commitment to perform the tasks at hand on time and within budget. Our firm Principal, Andrew Mellen, P.E., will be your main point of contact and is responsible for binding our firm in contracts. He can be contacted via phone at 432.262.0999 or via mail at P.O. Box 6040, Midland, TX, 79704. Thank you for your consideration of our firm.

Very truly yours,

Jacqueline L. Mellen

Jacqueline L. Mellen
Managing Partner, Maverick Engineering

CITY OF MIDLAND

ANDREW MELLEN, P.E.
Principal/Project Manager - Civil Engineer

RALPH TRUSZKOWSKI, P.E.
Water Resources Engineer

MONTY BRADSHAW, P.E.
Electrical Engineer

CARL WAMPLER, P.E.
Mechanical Engineer

BRENT DEVITT
Electrical Engineer

STEVEN COOK, P.E.
Mechanical Engineer

CHAD THOMAS, P.E.
Civil Engineer

CHASE DUNNAM, P.E.
Civil Engineer

GREG SHOULTS, R.P.L.S.
Land Surveyor

Service Areas Filled by Team Members	Andrew Mellen, P.E.	Chad Thomas, P.E.	Chase Dunnam, P.E.	Gregory Shoults, R.P.L.S.	Ralph Truszkowski, P.E.	Monty Bradshaw, P.E.	Carl Wampler, P.E.	Brent Devitt	Steven Cook, P.E.
Existing/Proposed Utility Facility Processes	●								
Water Distribution Systems	●								
Elevated & Ground Storage Tanks	●				●				
Sewage Collection Systems (Gravity, Pressure, Lift Stations, Force Mains)	●					●	●	●	●
Pump Stations & Pressure Maintenance Facilities	●				●				
Raw Water Sources (Surface & Ground)	●				●				
Regulatory Issues	●				●	●	●		
Environmental, Safety, Security, Vulnerability Assessments	●				●				
Surveying, Legal Descriptions, Drawings	●			●					
Design Reports, Plans, Specs, Contract Docs, Bid Assistance	●	●	●						
General Compliance & Permitting	●		●		●				
Utility Operations, Training & Manuals	●	●	●	●	●	●	●	●	●
Water Treatment Processes for Well Fields (Remote Systems)					●				
MBR Systems					●				
Land & Easment Negotiation, Acquisition and Filing	●			●					

mav • er • ick *someone with an untraditional mindset, not afraid to break from the norm*

Maverick is a **woman-owned** land surveying and civil engineering firm based in Midland, Texas offering a full range of professional services in civil engineering, from land planning and development to infrastructure and public works. For public works and infrastructure projects, Maverick is trusted to deliver projects that respect the time and budget constraints at hand. Our focus is on fostering a quality standard of living, supporting growth, and ensuring accessibility.

Maverick is a distinguished firm, having been ranked by *Engineering News-Record Texas & Louisiana* as a **Top Design Firm** since 2015.

LAND SURVEYING: Right of Way, Boundary Surveys, Topographic Surveys, Construction Staking, Geographic Inforamtion Systems, Easements

PLANNING: Land Planning, Master Plans, Feasibility Analysis, Subdivision Planning, Transportation Planning, Utility Coordination

HYDROLOGY: Flood Plain Analysis, Drainage Plans/Reports, LOMR/CLOMR, Channel Design, Master Drainage Studies, Culvert and Storm Drain Design

ENGINEERING DESIGN: Paving, Roadways, Master Grading Plans, Utilities, Water & Wastewater Systems, Traffic Engineering, Specifications & Technical Details

PROJECT MANAGEMENT: Cost Estimates, Bid & Construction Oversight

Address: 1909 W. Wall St., Ste. K, Midland, TX, 79701
Principal: Andrew Mellen, P.E.

Subconsultants

Tski Engineering LLC is a Texas Civil Engineering firm, TBPELS Firm No. 24501. Tski Engineering provides Civil Engineering consulting services including design, planning, funding, and management of civil engineering projects with an emphasis on water resources.

Address: 5007 103rd Street, Lubbock, TX 79424
Principal: Ralph Truszkowski, P.E.

BSA Consulting Engineers, PLLC is an electrical and mechanical consulting engineering firm, committed to providing professional engineering services, with personal attention given to each client. Our inspiration is based, not on out-doing others, rather we focus on out-doing ourselves. Focusing on this ideal we meet our goals by innovative yet proven system designs.

Address: 14302 Slide Road, Lubbock, TX 79424
Principal: Monty Bradshaw, P.E.



ANDREW MELLEN, P.E. • PRINCIPAL CIVIL ENGINEER / LEAD PROJECT MANAGER

Andrew has worked on over 50 engineering projects for the City of Midland during the last 15 years. Projects include everything from surveys and platting to drainage and utility improvements to arterial roadway design.

Education: New Mexico State University, B.S. Civil Engineering

Licenses: Professional Engineer in TX, AZ, MO, NM, NV

Years Experience: 24



CHAD THOMAS, P.E., CFM • CIVIL ENGINEER

Chad has nearly 20 years of experience in commercial and residential site development. His design experience includes grading, paving, drainage, utilities, roadways, and Storm Water Pollution Prevention Plans. As a Certified Floodplain Manager, he has extensive experience performing drainage analyses and hydrologic studies. Throughout his career, he has been involved in the design of a multitude of municipal projects.

Education: University of Utah, B.S. Civil Engineering

Licenses: Professional Engineer in TX, UT; Certified Floodplain Manager

Years Experience: 19



CHASE DUNNAM, P.E. • CIVIL ENGINEER

Chase is a seasoned civil engineer with a strong focus on land development, boasting six years of experience in planning, design, and coordination on a variety of projects. His expertise spans site feasibility studies, grading and drainage design, utility coordination, and design of roadways, public water and sewer mains, and storm sewer systems.

Education: Texas A&M University,, B.S. Civil Engineering

Licenses: Professional Engineer in TX

Years Experience: 6



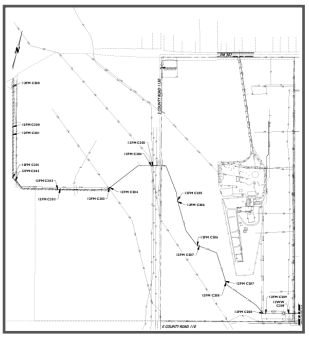
GREGORY W. SHOULTS, R.P.L.S. • LAND SURVEYOR

Greg has surveyed everything from highway and refinery construction layout, preliminary and as-built pipeline and electric line routes, oil, gas and injection well locations, as well as lease boundaries, title company surveys, ALTA / NSPS and small to large complex boundary surveys. He has been the surveyor of record for over 20 projects for the City of Midland.

Education: High School Diploma

Licenses: Professional Land Surveyor in TX, AZ, CO, KS, OK

Years Experience: 44



REGIONAL SOUTHEAST WASTEWATER LIFT STATION & FORCE MAIN CONNECTION • MIDLAND, TEXAS

City of Midland • Carl Craigo • 432.685.7261
300 N. Loraine, Midland, TX 79702
Construction Cost: $3M
Completion Date: Est. 2025

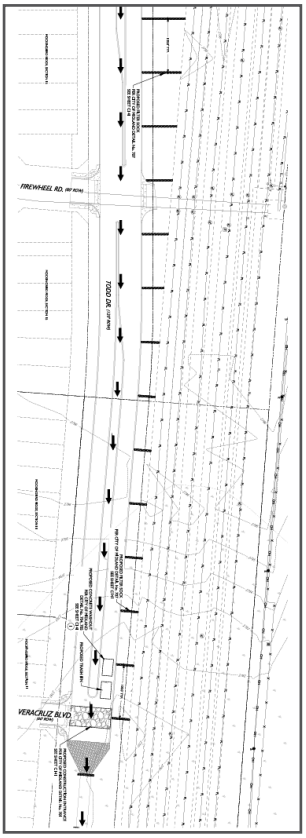
- Gravity, Lift Station, Force main
- 9,400 linear feet of 12” force main and 1,640 linear feet of gravity main in order to bring on the current County Jail site and possible Juvenile Detention Center
- This system is also going to serve the future Administrative and Training Grounds for the COM Fire Department and DPS



THOMASON ROAD & UTILITY EXTENSION • MIDLAND, TEXAS

City of Midland • Carl Craigo • 432.685.7261
300 N. Loraine, Midland, TX 79702
Construction Cost: $1.5M
Completion Date: Est. 2025

- Approximately 5,700 linear feet of 12” water line and 4,200 linear feet 15” sewer line to loop the City water system and help bring on infrastructure for the new Legacy High School



SINCLAIR IMPROVEMENTS • MIDLAND, TEXAS

City of Midland • Carl Craigo • 432.685.7261
300 N. Loraine, Midland, TX 79702
Construction Cost: $250,000
Completion Date: Est. 2025

- Approximately 1,200 linear feet of 8” water line and 700 linear feet 12” sewer line to loop the City water system and help bring on the planned Bass Pro development (subsequently converted to a Costco development)

MICHIGAN AVENUE WATER LINE REPLACEMENT • MIDLAND, TEXAS

City of Midland • Carl Craigo • 432.685.7261
300 N. Loraine, Midland, TX 79702
Construction Cost: $1.3M
Completion Date: 2023

- Rehabilitation and replacement of a roughly one mile long existing 8” water line and upgrading to a 12” line
- Analyzed existing site conditions by performing topographical survey from “A” Street to North Weatherford along West Michigan Avenue
- This project was particularly challenging as the line routes through downtown Midland across multiple intersections, as well as TXDOT right of way

AVALON DRIVE WATER MAIN EXTENSION • MIDLAND, TEXAS

City of Midland • Carl Craigo • 432.685.7261
300 N. Loraine, Midland, TX 79702
Construction Cost: $350,000
Completion Date: Est. 2025

- 2,150 linear feet of 8” water line along the Avalon Alignment to loop the city water system

TODD DRIVE UTILITY IMPROVEMENTS • MIDLAND, TEXAS

City of Midland • Carl Craigo • 432.685.7261
300 N. Loraine, Midland, TX 79702
Construction Cost: $300,000
Completion Date: Est. 2025



- 1,900 linear feet of 16” water line expansion for the future Todd Drive alignment

WATER REUSE SYSTEM, RAW WATER PUMP STATION • ODESSA, TEXAS

City of Odessa • Thomas Kerr, P.E. • 432.335.3266
411 W 8th Street, Odessa, TX 79761
Construction Cost: 2018
Completion Date: $1.8M



- City of Odessa Water Reuse Water system delivers 3.5 Million Gallons a day of non-potable water to City Parks, UTPB Campus and 3 Golf Course
- The Raw Water pump station replaces the supply of reuse water from the WWTP in system with raw surface water from the CRMWD
- The constructed Raw Water Pump Station pumping capacity is 4,380 gpm, the pump station is designed ultimately be expanded to 12,000 gpm
- Coordination and regulatory approval with CRMWD (Colorado Municipal Water District) and TCEQ
- Modeling of the existing water distribution system to confirm ability to deliver water from a new point of supply
- Design of automated and remote control metering and flow control at each point of delivery
- Coordination of design with City of Odessa for Command and Control system for remote operation and monitoring of the pump station from the WWTP
- BSA Provided Electrical and Control Wiring Design
- On Site Structural provided structural design for the Electrical Control Structure and foundation for 2 each 50,000 gal FRP Ground storage Tanks

WASTEWATER TREATMENT PLANTS

The following wastewater treatment plants were designed by project team member Ralph Truszkowski in the last five years while with another firm. Every wastewater treatment plant required the design and installation of a lift station that the plant. These were designed to meet Type II Beneficial Reuse treatment levels.

Project / Location	Client / Developer	Treatment GPD	Waste	Notes	Progress
Los Milagros II / Dale, TX	Southwest Engr / Cayetano	160K	Residental	Ph. 1 30K	Construction
Windy Hill / Budda, TX	Windy Hill Utility Company / BVRT	380K, 3 Ph.	Residental	Replace & upgrade existing	Ph. 1 Online
Forest Glen II / Castroville, TX	Forest Glen Utility, LLC / BVRT	175, 2 Ph.	Residental	Replace & upgrade existing	Ph. 1 Online
Tabor Ranch / Ponder, TX	MUD TBD / Alluvium	600K, 4 Ph	Residental	New	Development
Hickory Ridge / Elmendorf, TX	AQUA Texas / City of Elmendorf	1M, 4 Ph.	Residental	New, 30K temp. Plant	30K Temp Online
Lakeview Hills Apt. / Cedar Hill, TX	MUD TBD / Melvin Weeks	255K, 3 Ph.	Apartment	New	Development
WAX 480 / Ellis Co., TX	Southwest Engr / Greenbrick	500K, 2 Ph.	Residental	New	Development
Ellis Ranch / Ellis Co., TX	Southwest Engr / Greenbrick	500K, 2 Ph.	Residental	New	Development
Mallard Point / Hunt Co., TX	MUD TBD / Altura Homes	500K, 2 Ph.	Residental	Replace & upgrade existing	Development
Ponder Regional / Ponder, TX	MUD TBD / TCCI	1M, 4 Ph.	Residental	New, 4 Sub Div.	Development
Sanctuary / Ponder, TX	MUD TBD / Greenbrick	600K, 2Ph.	Residental	New	Development
Lakehaven / Farmersville, TX	City of Farmersville / Greenbrick	2M, 8 Ph.	Residental	New	Ph.1 Online

AVAILABILITY

Maverick is prepared to partner with the City of Midland on any upcoming projects under this On-Call Services RFQ. Our team is known for having a solutions-oriented mindset. Due to the nature of our business, we work on multiple concurrent projects. However, all of our staff are fully available and committed to the City of Midland for the duration of any projects that may result from this Request for Qualifications. City of Midland projects typically take up between 10-25% of our project load, which we will continue to be able to facilitate.

Maverick is committed to the total success of each and every project we undertake. Working together as a team is essential to maintaining project budgets and schedules. We have assembled a diverse team capable of handling the specialized needs of the City of Midland.

CURRENT WORKLOAD

Our current active workload is divided into the following ranges:

Project Design Fee	Number of Current Projects
< $10,000	85
$10,000 - $50,000	99
$50,000 - $100,000	33
$100,000 >	22

TRAVEL TIMES

Maverick is a local firm, headquartered in Midland, Texas. Our proximity to the City of Midland office allows us to quickly respond and be at City Hall in a matter of minutes should the need arise.

Firm	Travel Time & Method
Maverick Engineering	4 minutes by car
Tski Engineering	2 hours by car
BSA Consulting Engineers	2 hours by car



RALPH E. TRUSZKOWSKI, P.E. • WATER RESOURCES

Ralph's expertise spans design, planning, operations, funding, and management of municipal infrastructure projects, focusing on water resources, wastewater systems, and storage. Ralph has held management roles across public and private sectors, consulting for municipal, agricultural, architectural, and private clients. His deep knowledge of water resources engineering is a valuable asset to the firms and clients he serves.

Education: Texas Tech University, B.S., Civil Engineering

Licenses: Professional Engineer in TX

Years Experience: 41



MONTY D. BRADSHAW, P.E. • ELECTRICAL ENGINEERING

Monty is responsible for overseeing the daily operations of BSA Consulting Engineers. With expertise in the production and design of mechanical and electrical engineering contract documents, he manages all aspects of electrical engineering design, including lighting, power, communications, fire alarm, and security systems. He administers the installation of designed systems during construction, ensuring successful implementation and system functionality.

Education: Texas Tech University, B.S., Electrical Engineering

Licenses: Professional Engineer in TX

Years Experience: 35



CARL W. WAMPLER, P.E. • MECHANICAL ENGINEERING

Carl is a Principal and Mechanical Engineer at BSA Consulting Engineers, PLLC, where he has managed daily operations and overseen the design of mechanical systems, including HVAC, plumbing, and fire protection, since 2010. He is responsible for producing mechanical engineering contract documents and ensuring the successful installation of systems during construction.

Education: Texas Tech University, B.S., Mechanical Engineering

Licenses: Professional Engineer in TX

Years Experience: 40



BRENT DEVITT • ELECTRICAL ENGINEERING

Brent produces and designs electrical engineering contract documents, handling all aspects of electrical design, including lighting, power, communications, fire alarm, and security systems. Brent works on a wide range of projects, including medical/healthcare, institutional, educational (K-12 and higher education), commercial, animal care, retail, industrial, and religious facilities. He also manages the installation of designed systems during construction and serves as the firm's project manager throughout both the design and construction phases.

Education: Texas Tech University, B.S., Electrical Engineering

Years Experience: 25



STEVEN R. COOK, P.E. • MECHANICAL ENGINEERING

Steven is responsible for all aspects of mechanical engineering design, specializing in plumbing and HVAC systems for a variety of projects, including medical/healthcare, institutional, governmental, educational (K-12 and higher education), commercial, retail, industrial, and religious facilities. Steven performs computer-assisted analyses of HVAC systems, energy budgets, life cycle costing, and building heating and cooling loads, and oversees the installation of the designed systems during construction.

Education: Texas Tech University, B.S., Mechanical Engineering

Licenses: Professional Engineer in TX

Years Experience: 20

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.**

Maverick Civil & Survey, LLC dba Maverick Engineering

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.**

Not applicable

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

Jacqueline L Mellen

Signature of vendor doing business with the governmental entity

April 9, 2025

Date

PACKET 7:233 May 27, 2025

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.

We are pleased to report the Maverick team has not been subjected to any legal actions within the past five years. Our team is known for excellent responsiveness and quality work.

25004091

On Call Professional Services for Utilities Department

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Q1: Is the Conflict of Interest Questionnaire excluded from the page count?
A1: Yes, the Conflict of Interest is excluded.

Q2: Item 3.6.3 of the RFQ (page 7) reads "Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design." Could you please clarify or expand on what kind of similarities this requirement is referring to? If possible, please provide an example.
A2: Water, Wastewater main line design, treatment plant design, projects with TCEQ approval, etc.

Q3: Is item "9.) Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years." excluded from the 12-page limit?
A3: No

Q4: Is a Table of Contents allowed? If so, would it be excluded from the 12-page limit?
A4: Yes it is allowed. It is included in the 12 page limit.

Q5: Item 3.6.1 in the RFQ (page 7) reads "A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed." Please clarify what is considered "recently completed"?
A5: 10 years

Q6: Will an arial condensed font be accepted?
A6: Arial

Q7: Are sections 3.5, "Service Provider Project Team" and 3.9, "Service Provider Subconsultant Project Team" considered to be the resumes that go in the appendix and do not go towards page count?
A7: Resumes will not count in the 12 pages.

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Q8: Is a smaller font size allowed for tables, header/footer, captions or sidebars?
A8: Yes, just not smaller than size 10.

Q9: The numbering of sections increases from "3.7 Service Provider Staff Availability" to "3.9 Service Provider Subconsultant Project Team". Should section 3.9 be updated to section 3.8?
A9: Yes

Q10: Are the form sections 3.10 and 3.11 included in the 12-page count requirement? Do covers count toward the limit as well?
A10: NO

Q11: In section 3.6 is it acceptable to list anticipated/estimated completion dates?
A11: Yes

Q12: Does the Conflict of Interest Questionnaire count towards the 12-page limit, since its uploaded as a separate document on Bonfire?
A12: No

Q13: Due to page limitations, can we provide Section 3.11 Previous Legal Actions as an appendix that does not count toward the 12-page limit?
A13: Yes

Q14: Will the City extend the due date to accommodate the receipt of Questions that are due on April 4?
A14: Didn't we already extend this?

Q15: Can we submit qualifications for only our in-house capabilities, and identify subconsultants at a later time based on the assigned scope of work?
A15: No

Q16: There is no 3.8 section. Is it okay if we renumber 3.9 – 3.11 to adjust for the missing 3.8?
A16: Yes

Q17: The current 3.9.1 is the same as 3.5.1. Are you looking for different information on 3.9.1?
A17: 3.9.1 is for sub-consultants, 3.5.1 is for the Consultant team.

Q18: Will including a cover page be considered part of the 12-page limit?
A18: No

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Jacqueline L Mellen	April 9, 2025
Bidder Authorized Signature	Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

25004091

On Call Professional Services for Utilities Department

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: 1.6 SELECTION: The City will select up to six (7) qualified Engineering Firms to provide Engineering Services on an as-needed basis to the City for a term of five (5) years.

Would the company still be eligible to participate in this bid even though they are not an Engineering Firm?
A1: You are welcome to apply but the City of Midland is searching for an on-call engineering service.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Jacqueline L Mellen — April 9, 2025

Bidder Authorized Signature — Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

ANDREW L. MELLEN, P.E. | PRINCIPAL / LEAD PROJECT MANAGER

In addition to managing Maverick's day-to-day operations, Andrew oversees the design process and approves all plans generated by Maverick, ensuring each project meets the client's objectives from conception to completion. Andrew has been involved in the planning and design of over 5,000 acres of grading, paving, water, sewer, irrigation, and surveying for multiple project types. His experience provides him with the ability to look at the project picture from a global standpoint, helping him foresee upcoming hurdles or issues that could delay a project. Andrew is highly committed to delivering a quality project that all can be proud of.

SELECT CITY OF MIDLAND PROJECTS

Regional Southeast Waste Water Lift Station and Force Main Connection

Todd Drive Utility Improvements

Sinclair Utility Improvements

Avalon Drive Water Main Extension Plans

Mockingbird Adjustments

Fairgrounds Civil Design Mockingbird to Loop 250

DPS Training Barracks

Main Street Rail Road Crossing Improvements

Thomason Drive Paving & Utility Improvements

Beal Parkway Extension

Wadley & "A" Street Intersection

Compass Program

New York Avenue Water Main

MAF Sewer Force Main Rehabilitation

Main Street Sewer Re-Route

Main Street Water Line Replacement

Woodcrest Improvements (Paving, Water & Sewer)

EDUCATION

B.S. Civil Engineering
New Mexico State University

REGISTRATIONS

Professional Engineer:
Texas, 106572
Arizona, 43833
Missouri, 2023008267
Nevada, 023749
New Mexico, 20118

AFFILIATIONS

Former VP-Professional, American Society of Civil Engineers Texas Section

Past President, American Society of Civil Engineers, West Texas Chapter

Member, Texas Society of Professional Engineers, Permian Basin Chapter

Alumni, Leadership Midland

AWARDS

ENR Texas & Louisiana 2012 "Top 20 Under 40"

T.S.P.E., Permian Basin Chapter, 2011 Young Engineer of the Year

CHAD R. THOMAS, P.E., CFM | PROJECT MANAGER

Chad has nearly 20 years of experience in commercial and residential site development. As a Project Manager, Chad is involved in all facets of engineering design. His design experience includes grading, paving, drainage, utilities, roadways, and Storm Water Pollution Prevention Plans. As a Certified Floodplain Manager, he has extensive experience performing drainage analyses and hydrologic studies. Throughout his career, he has been involved in the design of a multitude of municipal projects.

SELECT PROJECT EXPERIENCE

Sinclair Infrastructure Improvements CR 1250 & HWY 191 Connection - Midland, TX

Thomason Drive Phase II - Midland, TX

Idlewilde Drive Storm Sewer - Midland, TX

Shenandoah Subdivision - Midland, TX

Mockingbird Ridge Subdivision - Midland, TX

Lonestar Trails II Subdivision - Midland, TX

Mona Sewer System - Mona, UT

Loumis Parkway - Bluffdale, UT

Porter Rockwell Blvd - Bluffdale, UT

Arrow Canyon Transmission Pipeline - Moapa Valley, NV

Salt Lake City Road Rehabilitation - Salt Lake City, UT

60th West Roadway - Herriman, UT

Mesquite Interceptor Sewer Line - Mesquite, NV

Taylorsville Pedestrian Bridges - Taylorsville, UT

Camp Williams Water System Improvements - Camp Williams, UT

Jordan River Parkway Trail - Salt Lake City, UT

Public Safety Building Waterline Upgrades - Salt Lake City, UT

Marinwood Storm Drain - Taylorsville, UT

Ashton Boulevard - Lehi, UT

EDUCATION

B.S. Civil Engineering
University of Utah

REGISTRATIONS

Professional Engineer:
Texas, 135455
Utah, 7690015

Certified Flood Plain Manager

AFFILIATIONS

Member, American Public Works Association

Member, Utah Flood Plain Managers Association

CHASE B. DUNNAM, P.E. | ASSISTANT PROJECT MANAGER

Chase Dunnam is a seasoned civil engineer with a strong focus on land development, boasting six years of experience in planning, design, and coordination on a variety of projects. His expertise spans site feasibility studies, grading and drainage design, utility coordination, and design of roadways, public water and sewer mains, and storm sewer systems. Chase is known for his meticulous attention to detail and his ability to navigate complex regulatory requirements, ensuring projects are completed on time and within budget. His collaborative approach with clients and stakeholders has consistently led to successful outcomes in diverse residential, commercial, and industrial developments across the region.

SELECT PROJECT EXPERIENCE

Thomason Extension Design Paving, Water, and Sewer
COMPASS Street Design Construction Plans – Phase 3
Avalon Water Design
Mercedes-Benz New Site
Elkins Road Commercial Tracts
Midland Freshman & Goddard Junior High Civils
Alamo Junior High Civils
Lamar Elementary Onsite Utility Plans
Clearwater Country Estates 2024 Updates – Lenorah, TX

EDUCATION

B.S. Civil Engineering
Texas A&M University

REGISTRATIONS

Professional Engineer:
Texas, 149892

GREGORY W. SHOULTS, R.P.L.S. | LAND SURVEY PROJECT MANAGER

Greg's career in the surveying profession began as a rod/chainman on a pipeline survey crew nearly 40 years ago. While his primary experience is in the Oil/Gas, Electric Transmission/Distribution and Renewable Energy industries, Greg has expanded into supporting civil design projects. He oversees all survey efforts and coordination for oil and gas, pipeline, electric and renewable energy clients in the Permian Basin area. Over four decades, Greg has surveyed everything from highway and refinery construction layout, preliminary and as-built pipeline and electric line routes, oil, gas and injection well locations, as well as lease boundaries, title company surveys, ALTA / NSPS and small to large complex boundary surveys. Greg is recognized in the industry for his high quality survey work based on a keen sense of urgency, responsiveness, and attention to his clients' schedules and needs.

SELECT CITY OF MIDLAND PROJECTS

Fairgrounds Road Mockingbird to Loop 250

Hwy 158 & 191 Median Addition

Miscellaneous Engineering and Surveying

COMPASS Street Design Construction Plans, Phase 1 & 2

Mockingbird Extension Fairgrounds to Todd Road

North Latta Street – Lamesa to Taylor

Scharbauer Draw Flood Plain Determination Study

Longview Paving – S. Baird St. to S. Terrel St.

Big Spring Avenue Water Main Replacement Survey & Analysis

DPS Training Facility

Michigan Avenue Water Main Replacement

Longview and Belmont Drive Traffic Circle

County Road 1250 Right of Way

REGISTRATIONS

Professional Land Surveyor:
Texas, 5356
Arizona, 36761
Colorado, 38225
Kansas, 1523
Oklahoma, 1712

AFFILIATIONS

Member, Texas Society of Professional Surveyors

Member, Permain Basin Landman's Association

RALPH E. TRUSZKOWSKI, P.E. | PRESIDENT, WATER RESOURCES

Ralph formed Tski Engineering in 2023, he has continued to be a Water Resources consultant with Maverick Engineering contributing his 40 plus years of engineering experience and dedicated service to the Permian Basin. Ralph has a prolific background in design, planning, operations, funding, and management of engineering projects with emphasis on municipal infrastructure including water resources, wastewater systems, and storage. Throughout his career, Ralph has excelled in management positions across the spectrum of industry including public sphere entities with an extensive tenure consulting clients from the municipal, agricultural, architectural, and private sectors. As a Water Resources Engineer, Ralph's mastery of the discipline serves as an asset to the firms he consults with and a value added resource for all their clients.

SELECT EXPERIENCE

City of Elmendorf, TX, 1 MGD in 0.25 MGD Phases, MBR WWTP

City of Farmersville, TX, Lakehaven 2 MGD, 0.25 MGD phases, MBR WWTP.

City of Austin Milky Way Lift Station.

City of Midland North Loop 250 Wastewater Collection Evaluation

City of Midland Wadley Barron Lift Station

City of Midland Hill Park Lift Station

City of Midland New York Avenue Water Main

City of Midland MAF Sewer Force Main Rehabilitation

City of Odessa Water Reuse System, Raw Water Pump Station

City of Fort Stockton 3 MG Ground Storage Rehabilitation

City of Fort Stockton/Pecos County 2 MG Ground Storage Tank Replacement & 40,600 Gallon Standpipe Rehabilitation

City of Rankin Wastewater Treatment Plant Bar Screen Addition & Lift Station Improvement

Greenwood ISD Wastewater Collection & Lift Station Addition

EDUCATION

B.S. Civil Engineering
Texas Tech University

REGISTRATIONS

Professional Engineer:
Texas, 72450

AFFILIATIONS

American Water Works Association

Texas Water Utility Association

National Society of Professional Engineers

American Society of Civil Engineers

MONTY D. BRADSHAW, P.E. | MANAGING PRINCIPAL/ ELECTRICAL ENGINEER

Monty is an experienced electrical engineer responsible for overseeing the daily operations of BSA Consulting Engineers. With expertise in the production and design of mechanical and electrical engineering contract documents, he manages all aspects of electrical engineering design, including lighting, power, communications, fire alarm, and security systems. Monty's work spans a variety of project types, such as medical/healthcare, institutional, educational (K-12 and higher education), commercial, retail, industrial, and religious facilities. In addition, he administers the installation of designed systems during construction, ensuring successful implementation and system functionality.

EMPLOYMENT

1/01 - Present: Principal/Electrical Engineer, BSA Consulting Engineers, PLLC

6/90 - 12/00: Director of Engineering Services/Project Manager, Agnew Associates

REFERENCES

Mr. Jim Melton, AIA, Principal

BGR Architects, Inc.

Lubbock, Texas

(806) 747-3881

jmelton@bgronline.com

Mr. Walter Pate, AIA, President

Pate Architects

Midland, Texas

(432) 697-0037

WFP.AIA@PateArchitects.com

EDUCATION

B.S. Electrical Engineering Technology, Texas Tech University

REGISTRATIONS

Professional Engineer:
Texas, 86435
Oklahoma, 20514
Arizona, 50805
Utah, 12525213-2202
New Mexico, 15388
Wyoming, 18623
Colorado, 43975
Nebraska, 18949
Nevada, 29101
Georgia, 47925
Arkansas, 20245
Florida, 92984
Alabama, 40466
Missouri, 2022000174
Montana, 74011

AFFILIATIONS

National Society of Professional Engineers

Texas Society of Profeessional Engineers

National Fire Protection Association Memeber

CARL W. WAMPLER, P.E. | PRINCIPAL/MECHANICAL ENGINEER

Carl is a Principal and Mechanical Engineer at BSA Consulting Engineers, PLLC, where he has managed daily operations and overseen the design of mechanical systems, including HVAC, plumbing, and fire protection, since 2010. He is responsible for producing mechanical engineering contract documents and ensuring the successful installation of systems during construction.

EMPLOYMENT

5/10 - Present: Principal/Electrical Engineer, BSA Consulting Engineers, PLLC

1/06 - 4/10: President/Mechanical Engineer, Wampler Engineering, Inc.

6/85-12/05: Vice President, Higgins & May, Inc. – Consulting Engineers

REFERENCES

Mr. Kelly Comer

Comfort Masters Plbg., Htg. & AC – Lubbock, TX

(806) 749-1000

kelly@comfortmasters.net

Mr. Steve Aufill, AIA, Principal

BGR Architects, Inc. – Lubbock, TX

(806) 747-3881

saufill@bgronline.com

EDUCATION

B.S. Mechanical Engineering Technology, Texas Tech University

REGISTRATIONS

Professional Engineer: Texas, 97056

AFFILIATIONS

City of Lubbock Model Codes & Advisory Board – 2016-2022

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)

West Texas Chapter of ASHRAE – President 1994-1995

American Society of Plumbing Engineers (ASPE)

BRENT DEVITT | PROJECT MANAGER/ELECTRICAL ENGINEER

Brent is a Project Manager and Electrical Engineer at BSA Consulting Engineers, PLLC, where he has worked since 2003. In this role, he produces and designs electrical engineering contract documents, handling all aspects of electrical design, including lighting, power, communications, fire alarm, and security systems. Brent works on a wide range of projects, including medical/healthcare, institutional, educational (K-12 and higher education), commercial, animal care, retail, industrial, and religious facilities. He also manages the installation of designed systems during construction and serve as the firm's project manager throughout both the design and construction phases.

EMPLOYMENT

5/03 - Present: Principal/Electrical Engineer, BSA Consulting Engineers, PLLC

8/00 - 5/03: Project Engineer, Agnew Associates

REFERENCES

Mr. Jim Melton, AIA, Principal
BGR Architects, Inc.
Lubbock, Texas
(806) 747-3881
jmelton@bgronline.com

Mr. Dave Teske, AIA, President
Teske Architects
Hobbs, New Mexico
(575) 393-0960
dteske@teskearchitects.com

EDUCATION

B.S. Electrical Engineering Technology,
Texas Tech University

AFFILIATIONS

National Fire Protection Association Member (NFPA)

STEVEN R. COOK, P.E. | PROJECT MANAGER/MECHANICAL ENGINEER

Steven is a Mechanical Engineer and Project Manager at BSA Consulting Engineers, PLLC, where he has been working since 2012. He is responsible for all aspects of mechanical engineering design, specializing in plumbing and HVAC systems for a variety of projects, including medical/healthcare, institutional, governmental, educational (K-12 and higher education), commercial, retail, industrial, and religious facilities. Steven performs computer-assisted analyses of HVAC systems, energy budgets, life cycle costing, and building heating and cooling loads, and oversees the installation of the designed systems during construction.

EMPLOYMENT

4/12 - Present: Principal/Electrical Engineer, BSA Consulting Engineers, PLLC

5/05 - 4/12: Mechanical Engineer/Project Manager, Grimes & Associates

REFERENCES

Mr. Joe Grimes, P.E., President

Grimes & Associates – Wolfforth, TX

(806) 863-2462

Mr. Chris Carpenter, President

Armstrong Mechanical, Inc. - Lubbock, TX

(806) 747-4217

EDUCATION

B.S. Mechanical Engineering Technology,
Texas Tech University

REGISTRATIONS

Professional Engineer:
Texas, 128783

AFFILIATIONS

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)

West Texas Chapter of ASHRAE – President 2018-2019

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.**

Maverick Civil & Survey, LLC dba Maverick Engineering

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.**

Not applicable

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

Jacqueline L Mellen

Signature of vendor doing business with the governmental entity

April 9, 2025

Date

PACKET 7:249 May 27, 2025

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.



Parkhill

Statement of Qualifications for:
On-Call Professional Services for the Utilities Department
RFQ 25004091

Submitted to:
Erika Martinez
Assistant General Services Director
City of Midland
300 N. Loraine
Midland, TX 79702

Parkhill

3.2 Letter of Interest

April 9, 2025

Erika Martinez
Assistant General Services Director
City of Midland
300 N. Loraine
Midland, TX 79702

Re: **RFQ 25004091 | On-Call Professional Services for the Utilities Department**

Dear Ms. Martinez,

We are writing to express our interest in providing professional engineering design and consulting services for the City of Midland's Utilities Department on an on-call basis. Parkhill is committed to delivering high-quality services and solutions tailored to meet the specific needs of the City's Utilities Department.

Understanding of the Work. We understand the scope of work involves providing technical assistance with process issues related to existing and proposed utilities facilities, evaluating and designing utility projects, and ensuring compliance with regulatory requirements. Our team is well-equipped to handle these tasks, drawing on our extensive experience in similar projects.

History with the City of Midland. Our firm has a long-standing relationship with the City of Midland, having successfully completed numerous projects over the years. This history has provided us with a deep understanding of the local infrastructure, regulatory environment, and community needs. We are proud of our contributions to the City's development and are eager to continue this partnership.

Firm's Qualifications. As a firm located in Midland, we have a team of highly qualified professionals, including Kevin Krueger, PE, who will lead this Project. Our team members possess the necessary knowledge and experience to address the challenges and requirements outlined in the RFQ.

The primary contact for this proposal is Zane Edwards, PE who is authorized to bind our firm. Zane Edwards can be reached at 806.473.3537 or zedwards@parkhill.com.

We are excited for the opportunity to further our relationship with the City of Midland and contribute to the success of its Utilities Department. We look forward to the possibility of discussing our qualifications in more detail. Thank you for considering our statement of qualifications. Please feel free to contact us if you require any additional information.

Sincerely,

Zane Edwards

Zane Edwards, PE
Partner | Client Liaison

SUBCONSULTANTS

TRAVIS ISAACSON, PE
THE RIOS GROUP
7400 Sand Street
Fort Worth, Texas 76118
817.345.7500

JITENDRA "JT" THAKUR, PH.D., PE
TERRACON CONSULTANTS, INC.
10400 State Highway 191
Midland, Texas 79707
432.684.9600

3.3 Organizational Chart

For this RFQ, Parkhill proposes the following organizational chart.



ERIC WEST, PE
Partner-in-Charge



ZANE EDWARDS, PE
Client Liaison



KEVIN KRUEGER, PE
Project Manager

PROJECT TEAM



RYAN KENNERLY, PE
W/WW Collection/Distribution



DANIEL ALBUS, PE
Treatment



RUSTY EADS
Easement



CHRIS NANCE, PE
GIS/Modeling



FRANKLIN LEAMONS, RPLS
Surveying



DEAN LACKEY, PE
SCADA



THOMAS KERR, PE
QA/QC

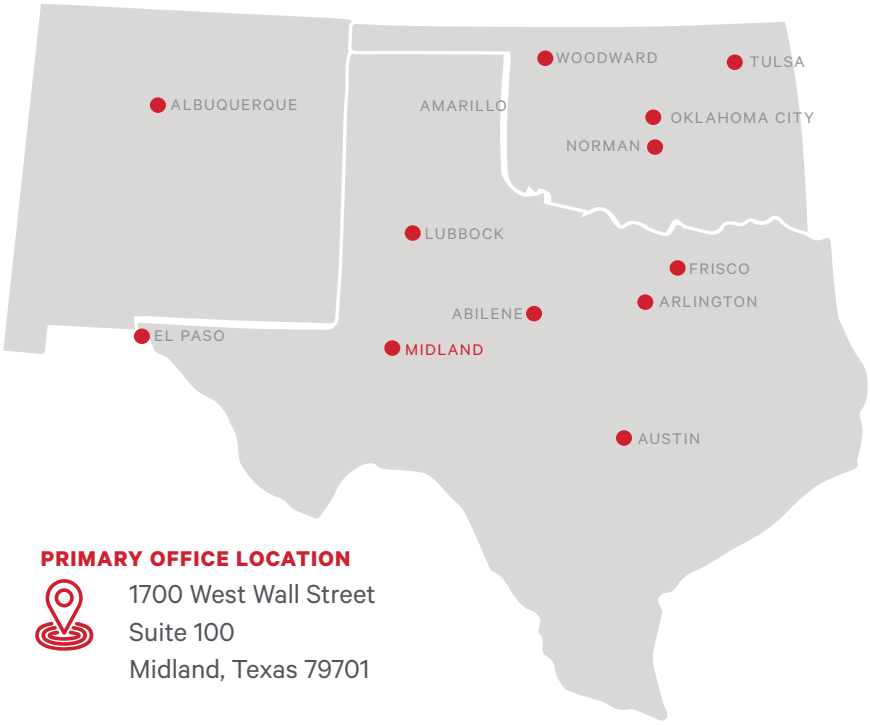
600+ PROFESSIONAL AND SUPPORT STAFF FROM PARKHILL

SUBCONSULTANTS

THE RIOS GROUP
Subsurface Utility Engineering

TERRACON
Geotechnical Engineering and Construction Material Testing

3.4 Qualifications



PRIMARY OFFICE LOCATION

1700 West Wall Street
Suite 100
Midland, Texas 79701

79
YEARS IN TEXAS

1,200+
ANNUAL PROJECTS

600+
PROFESSIONAL STAFF

about

PARKHILL

For 79 years, our Texas communities have depended on us to provide innovative, collaborative, and relevant solutions for design services.

We have established a tradition of personalized client service, technical knowledge, architectural design, and innovative engineering. A full range of design services are provided through the firm's offices in Texas, New Mexico, and Oklahoma. Parkhill has a staff of more than 600 and is one of the top 30 firms in the State of Texas according to *Engineering News Record*.

We are a multidisciplinary firm and will provide the City of Midland with the best personnel to successfully design and construct the project that best accommodates your needs. Our professionals understand the unique challenges and opportunities municipalities face when tasked with providing the most efficient and effective systems, and excel in delivering a quality product for within your grant budget. Kevin Krueger, PE will be the Project Manager for Parkhill and Zane Edwards, PE will be your Client Liaison. Eric West, PE will be your Partner-in-Charge and responsible for the work.

3.5 Project Team



ERIC WEST, PE
Partner-in-Charge

TTU | **MS**, Civil Engineering
PE | TX No. **90349**
26 Years of Experience

Eric is a Partner and the Director of Site Development and Planning. As a site development engineer, he has directed engineering services for over 4,000 acres of commercial and residential land and master planned more than 11,000 acres in the Permian Basin area.

ZANE EDWARDS, PE
Client Liaison

TTU | **BS**, Civil Engineering
PE | TX No. **88473**
31 Years of Experience

Zane is a Partner and a Regional Business Development Leader. He has spent more than 30 years working with cities throughout West Texas, solving their water and wastewater infrastructure needs. He has lead some of the region's largest water supply projects.





KEVIN KRUEGER, PE
Project Manager

TTU | **BS**, Civil Engineering
PE | TX No. **81997**
33 Years of Experience

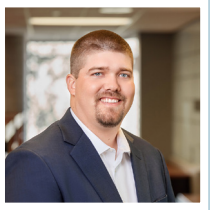
Kevin is a senior project manager in the Water Resources Sector. His experience includes the design and construction of water resource projects, including regional water supply projects, water transmission pipelines, high-service pump stations, water storage tanks, and main replacements.

RYAN KENNERLY, PE
W/WW Coll/Distribution
TTU | **BS**, Civil Engineering
PE | TX No. **120454**
Designated D/B Prof.
14 Years of Experience



FRANKLIN LEAMONS, RPLS
Surveyor

UT-Tyler | **BS**, Industrial Tech.
RPLS | TX No. **6889**
11 Years of Experience





DANIEL ALBUS, PE
Treatment

TTU | **MS**, Environmental Eng.
PE | TX No. **117283**
14 Years of Experience

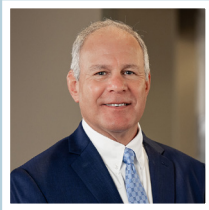


DEAN LACKEY, PE
SCADA

NMSU | **BS**, Mech. Eng. Tech
PE | TX No. **115190**
25 Years of Experience

RUSTY EADS
Easement

TTU | **MBA**
29 Years of Experience



THOMAS KERR, PE
QA/QC

TTU | **BS**, Civil Engineering
PE | TX No. **79746**
37 Years of Experience





CHRIS NANCE, PE
GIS/Modeling
UTAustin | **BS**, Civil Eng.
PE | TX No. **102283**
Envision Sustainabil. Prof.
21 Years of Experience

3.6 Projects with Reference Contacts

Regulatory Compliance and Permitting. Parkhill has extensive experience working with county, highway, aviation, and railroad agencies to secure the required permitting approvals. Additionally, we assist in navigating compliance processes and requesting exceptions from the Texas Commission on Environmental Quality (TCEQ), the Texas Water Development Board (TWDB), and the Texas Department of Transportation (TxDOT). We have a proven track record of identifying funding opportunities and providing support with applications, successfully securing and managing millions of dollars in project financing from state, regional, and federal sources.

T-BAR WELLFIELD

City of Midland | Midland, Texas

Around 2012, Midland was facing a water crisis. For the T-Bar Waterline and Tower project, Parkhill was the sub for a design-build for the 70-mile water pipeline, 2 MG elevated storage tank and the 16-inch pipelines to tie into the City of Midland's water system. The project, completed ahead of schedule and under budget in 2013, included 45 production wells, 67 miles of 48-inch pipeline, 20 miles of 8- to 36-inch collection lines, all to provide Midland with water for many years. According to the professional engineer, the T-Bar Well Field Development and Delivery Project met a challenging schedule and the water is basically pumped up the mountain and flows down to the City. The project received national awards, including the Award of Merit from the Design Build Institute of America and the Award of Merit for 2013 Best Projects in Texas and Louisiana from the Engineering News Record. **Relevance:** Fast-paced development of a major water source located a significant distance from the end user.



CONSTRUCTION COST
$ 210M

YEAR COMPLETED
2015

REFERENCE
Carl Craigo
Director of Utilities
432.685.7937
ccraigo@midlandtexas.gov
PO Box 1152, Midland, TX 79702

MIDLAND PAUL DAVIS WELLFIELD DEVELOPMENT AND TREATMENT PILOT

City of Midland | Midland, Texas

The City of Midland relied on surface and groundwater sources, including the Colorado Municipal Water District CRMWD, T-Bar/ Clearwater Wellfield, and the Paul Davis Wellfield. The Paul Davis Wellfield was decommissioned due to high levels of arsenic, fluoride, and chloride. Parkhill was tasked with evaluating the Paul Davis Wellfield for treatment and water supply supplementation. They conducted a water quality analysis and explored alternatives to reduce chloride and other inorganic constituents. Parkhill developed options using reverse osmosis or nanofiltration methods. Together with the City of Midland, they assessed cost and non-cost factors to evaluate each alternative's value to the water supply portfolio. Parkhill also performed water quality modeling to determine raw water feed rates, pretreatment needs, concentrate quality, recovery rates, post-treatment requirements, and overall blend rates to meet the city's water quality goals. **Relevance:** First phase has been initiated to include drilling five new replacement wells. Once these wells are in service, a treatment pilot study will be performed. Results of this pilot will provide the city with information regarding full scale treatment.



CONSTRUCTION COST
$ 9M

YEAR COMPLETED
Phase 1: 2025

REFERENCE
Carl Craigo
Director of Utilities
432.685.7937
ccraigo@midlandtexas.gov
PO Box 1152, Midland, TX 79702

MIDLAND COUNTY UTILITY DISTRICT PROJECTS

Midland County Utility District | Midland, Texas

Parkhill has multiple active on-call contracts with Midland County Utility District (MCUD). Services provided in these contracts range from identification of potential water sources, help in securing an initial water source, treatment alternatives, system planning and development, TCEQ permitting, wellfield analysis and development, system piping and modeling, engineering design to include water supply wells, treatment, electrical, SCADA, pump stations, piping and water storage, and construction phase services and inspection to include construction material testing.

Approximately $30M in construction is expected for Phase 1 which consists of developing a 0.5 million gallon per day wellfield, collection piping, reverse osmosis water treatment, SCADA controls, high service pump station and distribution piping to the Midland County Detention Facility currently under construction. Phase 2 will consist of the expansion of the wellfield, treatment and distribution mains.



CONSTRUCTION COST
$ 30M

YEAR COMPLETED
Ongoing

REFERENCE
Rodney Rhoades
General Manager
432.423.3924
rodney@mcud.org
415 W. Wall Street, Suite 1815
Midland, TX 79701

MCUD's service area covers approximately 55,000 acres south, east and northeast of the City of Midland. Parkhill has developed a master distribution plan for the entire MCUD service area, to include phased development and proposed additional treatment plant sites. A portion of the service is impacted by a Superfund site that has contaminated the local groundwater. Parkhill has provided assistance with the District's discussions with the EPA regarding costs to extend and provide water to this area. **Relevance:** Parkhill has provided the complete suite of services required by MCUD including general management, planning, engineering and public relations.

MIDLAND SH-191 SEWER EXTENSION

City of Midland | Midland, Texas

The City of Midland, Texas, tasked Parkhill with extending utilities to service a parcel of land owned by the Midland Development Corporation. Parkhill designed and constructed approximately 9,500 linear feet of 12-inch SDR-26 PVC gravity sewer line to serve the proposed area. The depth of installation averaged 15-20 feet and also involved the installation of 20-inch steel casing installed by boring. Parkhill provided a budgetary opinion of probable cost of $3.15 million and total construction cost totaled $2.98 million. **Relevance:** Project was completed on-time and under budget.



CONSTRUCTION COST
$ 2.98M

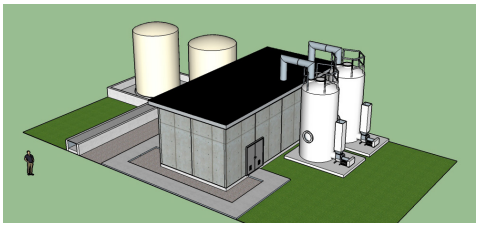
YEAR COMPLETED
2024

REFERENCE
Carl Craigo
Director of Utilities
432.685.7937
ccraigo@midlandtexas.gov
PO Box 1152
Midland, TX 79702

GRAPEVINE WTP CHEMICAL FEED IMPROVEMENTS

City of Grapevine | Grapevine, Texas

In 2016, the City of Grapevine engaged Parkhill to assess and recommend improvements for their Water Treatment Plant (WTP) through various task orders. One task involved evaluating the chemical feed systems, including chlorine, ammonia, and caustic feeds. While the systems were in good condition, the safety of storage and containment areas needed enhancement. Additionally, the ammonia delivery point was suboptimal due to plant expansions. Parkhill conducted a feasibility study to address these issues, proposing two alternatives for storage and containment and optimizing the ammonia feed point. This approach resulted in approximately $8 million in capital savings compared to a previous study by another consultant. **Relevance:** Parkhill will develop approaches that leverage existing infrastructure.



CONSTRUCTION COST
$ 1M

YEAR COMPLETED
2020

REFERENCE
John Robertson, Manager
817.410.3136
jrobertson@grapevinetexas.gov
200 S. Main Street, Grapevine, TX 76051

DALLAS COUNTY PARK CITIES CLARIFIER

Dallas County Park Cities Municipal Utility District | Dallas, Texas

Parkhill was contracted to do an inspection of DCPCMUD two 114-foot clarifier basins and equipment as part of an annual inspection performed by the utility district. The inspection uncovered after over 20 years of service the existing clarifier mechanism and basin grout had reached the end of their useful life. Replacement of the two clarifier mechanisms and basin grout took place in October 2024. The project included replacement of both clarifier basin grout layers and clarifier mechanisms. **Relevance:** Parkhill has extensive rehabilitation experience at water treatment facilities.



CONSTRUCTION COST
$ 1.5M

YEAR COMPLETED
2024

REFERENCE
Hector Ortiz, General Manager
214.652.8639
ortiz@parkcitieswater.com
1811 Regal Row, Dallas, TX 75235

PLAINVIEW WTP SPLITTER BOX

City of Plainview | Plainview, Texas

The City of Plainview engaged Parkhill in a capital program planning for their Water Treatment Plant (WTP). Starting in 2020, Parkhill organized projects by priority to the health of the WTP. The first project was to address a failing splitter box structure. The structure receives all the water delivered to the WTP before splitting between clarifiers. This structure was cracked both vertically and horizontally and was showing signs of leakage. Parkhill designed an improved structure that was one of the first to utilize new concrete mix designs Type 1L in a vertical water bearing structure. This structure will serve the plant and citizens of Plainview for the next 60 years. **Relevance:** Parkhill has navigated new concrete mix requirements on vertical water bearing structures.



CONSTRUCTION COST
$ 1.2M

YEAR COMPLETED
2025

REFERENCE
Neil Weems, Director of PW
806.296.1100
nweems@plainviewtx.org
202 W. 5th Street, Plainview, TX 79072

Relevant City of Midland Projects Projects	Water distribution system	Sewage collection systems	Water treatment processes	Wastewater plant processes	Pump stations and pressure maintenance facilities	Raw water sources	Regulatory issues	Environmental, safety, security and vulnerability assessments	Computer models/GIS of water and/or wastewater issues	Surveying, legal descriptions, and drawings	Land and Easement negotiation, acquisition, and filing	Direct Supervision, inspection and CMT	Design Reports, plans, specs, CDs, and bidding assistance	Electrical and control wiring	Utility operations, training and manuals	Compliance with State and Federal Agencies	Unique issues requiring the assistance of a PE
Current/ Ongoing																	
Risk Resilience Assessment and Emergency Action Response Plan Updates							✓	✓								✓	✓
SCADA On-Call	✓		✓		✓	✓									✓		
T-Bar Wellfield Remediation						✓	✓							✓		✓	✓
Wadley Utilities Improvements	✓	✓											✓			✓	
Paul Davis Wellfield Expansion and Treatment Pilot			✓			✓	✓						✓	✓		✓	
Golf Course Road Utilities Improvements	✓	✓											✓				
T-Bar General Engineering Management					✓	✓	✓		✓					✓	✓	✓	
Northeast Sanitary Sewer		✓								✓	✓		✓			✓	
Briarwood Water/Sewer Extensions	✓	✓								✓			✓			✓	
Recently Completed																	
T-Bar/Clearwater Ranch Well-field, Pipeline, Pump Stations	✓		✓		✓	✓	✓			✓	✓	✓	✓	✓		✓	
Fort Stockton Pipeline Route Analysis						✓											✓
191 Sewer Extension		✓											✓			✓	
Business 20 Water line Extension	✓												✓			✓	
Paul Davis Wellfield Maintenance					✓	✓								✓	✓		
Florida Avenue Utility Relocation	✓	✓											✓			✓	
Terminus Elevated Storage Tank Retrofit					✓	✓											
Pioneer pipeline extension	✓								✓	✓							
Midland Water Tank Inspections-2019 Contract	✓															✓	

3.7 Staff Availability

Current Workload: Parkhill is the largest engineering/architectural (E/A) firm headquartered in West Texas. Our level of resources is unmatched and our staff is committed to your Projects. We stand ready to begin providing professional services to the City of Midland and look forward to teaming with you in the successful venture of another Midland project.

Team Member	Role	Location	Availability
Eric West, PE	Partner-in-Charge	Midland	40%
Zane Edwards, PE	Client Liaison	Lubbock	21%
Kevin Krueger, PE	Project Manager	Midland	65%
Ryan Kennerly, PE	W/WW Collection/Distribution	Fort Worth	38%
Daniel Albus, PE	Treatment	Lubbock	62%
Rusty Eads	Easement	Midland	70%
Chris Nance, PE	GIS/Modeling	El Paso	61%
Franklin Leamons, RPLS	Surveying	Lubbock	65%
Dean Lackey, PE	SCADA	Lubbock	55%
Thomas Kerr, PE	QAQC	Midland	67%

Our Midland office, which is less than two miles from the City of Midland Utility Facilities, has more than 50 employees. Additionally, Parkhill has more than 600 professionals available for use on the City of Midland projects.

140+
City of Midland Projects Completed by Parkhill

Active Engineering IDIQ Contracts

- City of Amarillo - Amarillo MSW FY25 Misc Services
- City of Guthrie - Guthrie-Edmond Regional Airport
- City of Hooker - Hooker Municipal Airport
- City of Irving - Landfill FY25 Quarterly Reporting
- City of Lubbock (Aviation) - Lubbock Preston Smith International Airport
- City of Lubbock - MSW FY 2025 Misc Services
- City of Midland - MSW CY 2025 Misc Services
- City of Norman Utility
- City of Okmulgee - Okmulgee Municipal Airport
- T Bar Wellfield General Engineering Management
- Fort Stockton Pipeline Route Analysis

3.8 Subconsultant Project Team

The Rios Group (TRG), a minority-woman-owned HUB, specializes in Subsurface Utility Engineering (SUE) and Utility Coordination across Texas. TRG delivers accurate utility data to prevent costly delays in design and construction. Committed to Responsive, Reliable Results, the firm has been recognized for excellence by Oncor, the City of Austin, and the City of Dallas.



Travis Isaacson, PE
Project Manager
TAMU | **BS**, Civil Engineering
PE | TX No. **100094**
23 Years of Experience

Travis has 23 years of experience in the civil engineering and construction fields, working as a utility coordinator, utility engineer, and project manager. Travis has served as the Project Manager/ Engineer on numerous SUE projects for public and private clients.

Since 1965, Terracon has evolved into a successful multi-discipline firm specializing in Environmental, Facilities, Geotechnical, and Construction Materials services. Terracon has achieved significant expansion through both internal growth and acquisitions. Terracon currently has more than 7,000 employees in more than 180 locations and 42 states nationwide.



JT Thakur, PhD, PE
Project Manager
U of KS | **Ph.D.**, Civil Engineering
PE | TX No. **122286**
20 Years of Experience

JT is a geotechnical group manager supporting the Midland office. His experience includes site feasibility studies, geotechnical investigations, soils and materials laboratory testing, ground improvement, geosynthetics, pavements analysis and design, recycled pavement materials; and technical paper and report writing.

3.9 Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A – To the best of my knowledge, there is no conflict of interest between Parkhill principals or associates and any officials of City of Midland.

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

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

N/A

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

N/A

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

7 Zane Edwards

Signature of vendor doing business with the governmental entity

Zane Edwards, PE
Partner | Client Liaison

April 9, 2025
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

3.10 Previous Legal Actions

Parkhill completes over 1,200 projects a year through its over 600 employees located in three states. Projects necessarily involve a multitude of interested parties from professionals to suppliers to contractors. Disputes sometimes occur. We work diligently to resolve them in the spirit of cooperation and fairness. Given this myriad of circumstances, Parkhill has had only two lawsuits in the last five years.

1. (April 2021, Developer, Closed): The plaintiff initiated its suit against 15 entities, but failed to allege any direct claim against Parkhill or identify any action or inaction of Parkhill which could have led to damages. The Court issued Motion to Dismiss (with prejudice).

2. (March 2023, Insurance Company, Closed): Parkhill was named as a third-party defendant in an insurance subrogation claim by a municipality's insurance company against a general contractor and his earthwork contractor. The Court issued a Motion to Dismiss (without prejudice).

Addenda Acknowledgment

Parkhill

25004091

On Call Professional Services for Utilities Department

Addendum # 1

The following is provided as a matter of clarification for all bidders:

Q1: Is the Conflict of Interest Questionnaire excluded from the page count?
A1: Yes, the Conflict of Interest is excluded.

Q2: Item 3.6.3 of the RFQ (page 7) reads "Demonstrate how the selected projects are similar in nature with City of Midland standing on local, state, and federal rules and regulations that pertain to land use, planning, development and infrastructure design." Could you please clarify or expand on what kind of similarities this requirement is referring to? If possible, please provide an example.
A2: Water, Wastewater main line design, treatment plant design, projects with TCEQ approval, etc.

Q3: Is item "9.) Legal Actions the Firm or any of the Staff listed have been involved in during the past five (5) years." excluded from the 12-page limit?
A3: No

Q4: Is a Table of Contents allowed? If so, would it be excluded from the 12-page limit?
A4: Yes it is allowed. It is included in the 12 page limit.

Q5: Item 3.6.1 in the RFQ (page 7) reads "A list of projects recently completed or under design by the firm of similar scope to the projects with approximate construction costs and date completed." Please clarify what is considered "recently completed"?
A5: 10 years

Q6: Will an arial condensed font be accepted?
A6: Arial

Q7: Are sections 3.5, "Service Provider Project Team" and 3.9, "Service Provider Subconsultant Project Team" considered to be the resumes that go in the appendix and do not go towards page count?
A7: Resumes will not count in the 12 pages.

Q8: Is a smaller font size allowed for tables, header/footer, captions or sidebars?
A8: Yes, just not smaller than size 10.

Q9: The numbering of sections increases from "3.7 Service Provider Staff Availability" to "3.9 Service Provider Subconsultant Project Team". Should section 3.9 be updated to section 3.8?
A9: Yes

Q10: Are the form sections 3.10 and 3.11 included in the 12-page count requirement? Do covers count toward the limit as well?
A10: NO

Q11: In section 3.6 is it acceptable to list anticipated/estimated completion dates?
A11: Yes

Q12: Does the Conflict of Interest Questionnaire count towards the 12-page limit, since its uploaded as a separate document on Bonfire?
A12: No

Q13: Due to page limitations, can we provide Section 3.11 Previous Legal Actions as an appendix that does not count toward the 12-page limit?
A13: Yes

Q14: Will the City extend the due date to accommodate the receipt of Questions that are due on April 4?
A14: Didn't we already extend this?

Q15: Can we submit qualifications for only our in-house capabilities, and identify subconsultants at a later time based on the assigned scope of work?
A15: No

Q16: There is no 3.8 section. Is it okay if we renumber 3.9 – 3.11 to adjust for the missing 3.8?
A16: Yes

Q17: The current 3.9.1 is the same as 3.5.1. Are you looking for different information on 3.9.1?
A17: 3.9.1 is for sub-consultants, 3.5.1 is for the Consultant team.

Q18: Will including a cover page be considered part of the 12-page limit?
A18: No

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Zane Edwards	Zane Edwards, PE Partner | Client Liaison	April 9, 2025
Bidder Authorized Signature		Date

25004091

On Call Professional Services for Utilities Department

Addendum # 2

The following is provided as a matter of clarification for all bidders:

Q1: 1.6 SELECTION: The City will select up to six (7) qualified Engineering Firms to provide Engineering Services on an as-needed basis to the City for a term of five (5) years.

Would the company still be eligible to participate in this bid even though they are not an Engineering Firm?
A1: You are welcome to apply but the City of Midland is searching for an on-call engineering service.

Please return the addendum with your bid by the closing date. All other terms and conditions shall remain the same.

Zane Edwards, PE
Partner | Client Liaison

Bidder Authorized Signature

April 9, 2025
Date

Generated on Feb 12, 2024 1:22 PM CST - Carolina Jimenez

3.9 Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A – To the best of my knowledge, there is no conflict of interest between Parkhill principals or associates and any officials of City of Midland.

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

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

N/A

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

N/A

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

7 Eric L. West

Eric West, PE
Partner-in-Charge

Signature of vendor doing business with the governmental entity

April 9, 2025

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

City Council Meeting

Item Number: 8

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GEOGRAPHIC INFORMATION SERVICES, INC., D/B/A AXIM GEOSPATIAL, LLC, FOR ARCGIS UTILITY NETWORK IMPLEMENTATION SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $169,043.43 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution authorizing an agreement for ArcGIS Utility Network Implementation Services from Geographic Information Services, Inc. dba Axim Geospatial, LLC. through the Texas Department of Information Resources (DIR) contract DIR-CPO-4503 for a total cost of $169,043.43.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends authorizing an agreement for ArcGIS Utility Network Implementation Services from Geographic Information Services, Inc. dba Axim Geospatial, LLC. through the

Texas Department of Information Resources (DIR) contract DIR-CPO-4503. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Gorgees Eskander, Chief Information Officer, for further information.

Therefore, please consider a resolution authorizing an agreement for ArcGIS Utility Network Implementation Services from Geographic Information Services, Inc. dba Axim Geospatial, LLC. through the Texas Department of Information Resources (DIR) contract DIR-CPO-4503 for a total cost of $169,043.43.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GEOGRAPHIC INFORMATION SERVICES, INC., D/B/A AXIM GEOSPATIAL, LLC, FOR ARCGIS UTILITY NETWORK IMPLEMENTATION SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR A COST OF $169,043.43

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, Geographic Information Services, Inc., d/b/a Axim Geospatial, LLC, has agreed to provide ArcGIS utility network implementation services for a cost of $169,043.43; and

WHEREAS, the City Council finds the price proposed for the ArcGIS utility network implementation services through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute and agreement with Geographic Information Services, Inc., d/b/a Axim Geospatial, LLC, for the ArcGIS implementation services through the DIR;

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, an agreement with Geographic Information Services, Inc., d/b/a Axim Geospatial, LLC. 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 Utilities Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Geographic Information Services, Inc., d/b/a Axim Geospatial, LLC, upon proper receipt of invoices or statements approved by the City Manager.

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

City Council Agenda Item

DATE: **May 13, 2025**

TO: Erika Martinez, Purchasing Manager

FROM: Mihir Patel, Deputy Chief Information Officer

CC: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution approving the purchase of ArcGIS Utility Network Implementation Services for $169,043.43 from Axim Geospatial via DIR-CPO-4503.

Purpose:
Consider a resolution approving the purchase of ArcGIS Utility Network Implementation Services for $169,043.43 from Axim Geospatial via DIR-CPO-4503.

Discussion:
The City of Midland is implementing an ArcGIS Utility Network system to centralize and enhance its water utility operations. This system enables efficient monitoring and management of utility infrastructure, including water, stormwater, and wastewater components like pipes and valves. The system also provides the simulation ability to be able to forecast how our utility architecture can withstand any mechanical failures, i.e., valve failures, pipe breakage, etc., or outages. By leveraging this system, the city aims to improve its utility operations' safety, reliability, and customer support.

The project is 65% completed, and since the contract, 1013, which expired. We have worked on a new contract with the vendor, requesting an outline of outstanding work, project schedule, and cost to get the project completed. The project's cost is $169,043.43 and will come from the transfer of remaining funds available in Contract 1013.

AGREEMENT
25005324

THIS AGREEMENT is made and effective the 28th day of May 2025, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Geographic Information Services, Inc. ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

ARTICLE I. PURPOSE

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

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $169,043.43 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

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

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

ARTICLE IV. TERM

The term of this Agreement shall be from October 11, 2024 until December 31, 2025, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

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

If to COMPANY: Geographic Information Services, Inc.
100 QBE Way, Suite 1225
Sun Prairie, WI 53590

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

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

ARTICLE XV. INDEMNITY

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

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER

WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

AGREEMENT.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

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

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____§

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

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

_____
Notary Public, State of Texas

Exhibit A

City of Midland, TX

ArcGIS Utility Network Implementation for Water

TX DIR Contract #:
DIR-CPO-4503
Vendor ID:
392044368

Aptil 29, 2025

Proposal Submitted by:
Greg Hymel
greg.hymel@nv5.com
205.725.5858
Axim Geospatial, LLC
100 QBE Way, Suite 1225
Sun Prairie, WI 53590

May 27, 2025

May 14, 2025

Richard M. Osuamkpe
GIS Manager
City of Midland, TX

Dear Richard:

Axim Geospatial, LLC (Axim) is pleased to submit our proposal for the Utility Network Model Migration project for Water. For over 31 years, Axim's core business has been location technology. We are the largest singular provider of end-to-end geospatial services and solutions in the U.S. serving the communities in which we live.

Why Select the Axim Team?

Most Qualified Water Utilities Experience: Axim is an Esri Platinum Partner, currently serving over 50 water utilities and local public works departments today with Esri platform implementations and system integrations. We were one of the first services partners to earn Platinum Business Partner status and we were the first Esri business partner with a water utility focus to earn the Utility Network Management Specialty Designation. Our experience is unparalleled, and we have facilitated the largest UN implementations in the country including Austin Water, Charlotte Water, Houston Water, and others.

Breadth and Depth of Experience: Our core business is everything GIS and with over 400 geospatial professionals on staff, Axim is prepared to handle any aspect of the project that arises. Axim has earned multiple Esri Specialty Designations and when it comes to a full suite of GIS services; Asset Management, Data Services, Integrations, Next Generation GIS Assessments, Application Development, and Cloud Managed Services we are unmatched in the industry.

Proven Methodology and a High level of Confidence for Success: Axim has worked closely with Esri to immerse into and influence the UN for the water domain and we have extended that partnership to bring that same synergy into strategic client engagements. We have a demonstrated and proven methodology to successfully implement the UN for large Water Utilities and an experienced staff dedicated solely to this practice.

Please contact me if you would like additional information. We look forward to working together for the successful accomplishment of this project.

Sincerely,

Greg Hymel
Senior Account Executive, Axim Geospatial
greg.hymel@aximgeo.com

BACKGROUND

Understanding and managing water infrastructure is difficult and requires a dedicated team of professionals, complex processes, and sophisticated technologies. The most successful agencies rely on GIS as the center of the technology landscape, serving as a hub through which other enterprise systems integrate and offering critical data analytics and visualizations to support operations.

GIS constantly evolves to support organizations better, deliver against customer requirements, and help prevent emergencies. Esri's ArcGIS Utility Network (UN) is a significant step forward in this evolution of an enterprise GIS for water utilities in production capabilities and emergency response. Unlike data model migrations of the past, the UN represents a broader technology paradigm shift. The City of Midland has recognized both the value and the need to implement the UN and has offered a comprehensive and thoughtful requirement to solicit support from a qualified partner.

Axim understands the complexities and nuances of the implementation process and the impact this transition can have on an organization. We were the first Esri Business Partner to earn the Utility Network Management Specialty designation and have completed the largest UN implementations in the country to date, including Austin Water, Charlotte Water, and the City of Houston (ongoing). In total, we have supported more than 40 clients and 70 systems (e.g., water, wastewater, stormwater, reclaimed) in transitioning to and adopting the UN.

As an Esri business partner since our founding more than 30 years ago and as one of only 12 Platinum partners in the US, Axim has had the opportunity to help shape countless enterprise GIS programs. Within that context, we have provided industry and client-leading data modeling and implementation services ranging from the Federal Spatial Data Standards for Infrastructure and Environment (SDSFIE) to localized adoption of the Esri Local Government Information Model (LGIM) and the ArcGIS for Water (AG4W) initiative. In fact, Axim participated in the beta programs for both the LGIM and the ArcGIS Utility Network (UN) Frameworks (Water Domain). In each case, Axim was among the very first Partners to implement the respective models for functional adoption.

Fortunately, Axim has a dedicated team of professionals who focus on the UN, specifically within the context of water utilities. Relying upon our knowledge of past migrations, we understand the unique challenges for the water industry and have established a successful approach to deliver comprehensive services. We have also adapted our services to each client to address budgetary constraints to leverage client capacity and skill. To that end, we have proposed and performed co-implementation services for some clients, through which we identify workshare opportunities and distribution of technical responsibility with Axim staff providing leadership, guidance, and supplemental capacity along the way. This demonstrates a flexible and innovative perspective on services and may also represent an opportunity for cost savings.

Our experience with UN implementations has also demonstrated and leveraged the full value of our landscape of business partnerships. We introduced our Platinum partnership with Esri above, through which our team has been able to both learn through collaboration with the Esri UN team and influence the trajectory of UN design, functionality, and experience. Esri has partnered with Axim in several UN engagements to provide complementary expertise related to architecture design, deployment pattern, and performance of the UN (an optional service we are also offering to the City). Additionally, Axim is a business partner with Safe Software, developers of the FME data translation and automation engine that has proven valuable to UN implementation and technical strategy. Utilizing the FME data translation process decreases errors and the time to complete the process. Further, although not proposed as part of this scope, Axim is the only partner with SSP Innovations authorized to use and sell SSP Sync, a tool specifically designed to support a transitional adoption period for organizations unable to make a full leap into the UN. We are also a Platinum Implementation Partner with Cityworks, an industry-leading GIS-centric work and asset management platform compatible with the UN. Again, asset management is not part of the core scope but reflects our commitment to synergistic technologies and a natural alignment with water infrastructure management.

Our corporate mission is grounded in using geospatial solutions to empower our clients to make the world a smarter, safer, and better place to live. In doing so, we aspire to establish lasting partnerships through which our clients, and the

City, can confidently pursue organizational goals and vision backed by the entire experience and expertise of Axim Geospatial.

SOLUTION EXPERIENCE

Esri Partnership

Axim is one of only 17 firms globally that have attained the level of Esri Platinum Partner. Less than 1% of Esri partners worldwide have achieved this highest tier of distinction. Working with a Platinum partner gives the City unrivaled access to premium-level support with Esri. We have been an Esri Business Partner for 30 years, and our State and Local Government business unit is closely aligned with their vision and initiatives. In addition to Platinum Partnership, Axim has achieved Esri specialty status for several solutions and Esri product areas:

Utility Network Management Specialty

ArcGIS Utility Network Management Specialty. GIS-based network management for utilities, the new Utility Network (UN) management tool provides more functionality, added flexibility and advanced access to data. Axim is the first Esri partner to receive the UN partner specialty designation for water utilities.

State and Local Government Specialty

Esri State and Local Government Specialty. This specialty is awarded to partners specializing in and have a substantial track record of success with developing and configuring ready-to-use solutions for local and state government clients.

Indoor GIS Specialty

ArcGIS Indoors. A complete indoor mapping system for connecting workspaces with employees and visitors.

ArcGIS Cloud Services Specialty

ArcGIS Cloud Services. With the maturity of business systems comes a need for flexible and agile cloud environments and hybrid environments for business continuity and resiliency.

ArcGIS Hub Specialty

ArcGIS HUB. A community engagement platform that organizes people, data, and tools through information driven initiatives.

ArcGIS System Ready Specialty

ArcGIS System Ready. Awarded to partners that adopt the latest Esri technology, migrate their offerings in a repeatable practice, and have a well-trained staff to support the latest Esri software releases.

Our Esri Platinum Partnership provides significant benefits for our clients, including enhanced professional services and industry knowledge. It allows us to provide Esri Certified Professional Trainers and to procure new software licenses for the entire Esri software portfolio and affords Axim premium support to elevate technical requests that other companies cannot access. We have regular interfaces with the Esri Product Teams and Professional Services Team to share experiences, discuss best practices, help define upcoming capabilities, and gain insight to new technologies that will soon be available for public consumption.

Esri ArcGIS Utility Network Experience

Axim has worked side-by-side with Esri in the enhancement and migration for their customers (and ours) into the ArcGIS Utility Network (UN). We were the first partner to achieve Esri's Utility Network Specialty Designation focusing on water domains. In addition, we have significant experience in UN planning and implementation for local government agencies throughout the US, as shown in the table below.

Axim Project	Water (W), Wastewater (WW), Stormwater (SW)	Status	Needs Assessment	Implementation Plan	Geodatabase Design	Data Migration	Production	3rd Party Integration
Aqua Water Supply Corp (Bastrop, TX) **UN Transition Planning & Implementation**	W	Complete w/Ongoing Support Services	✓	✓	✓	✓	✓	✓
Austin Water (Austin, TX) **UN Transition Planning & Implementation**	W WW	Complete w/Ongoing Support Services	✓	✓	✓	✓	✓	✓
Austin Watershed Protection (Austin, TX) **UN Readiness Assessment & Migration**	W	Complete w/Ongoing Support Services	✓	✓	✓	✓		
Calvert County, MD (Prince Frederick, MD) **UN Readiness Assessment**	W, WW	Ongoing	✓	✓				
Charlotte Water (Charlotte, NC) **UN Implementation**	W WW	Complete w/Ongoing Support Services	✓	✓	✓	✓	✓	✓
Charlotte Storm Water (Charlotte, NC) **UN Implementation**	SW	Ongoing	✓	✓	✓	✓		✓
Clayton County Water Auth. (Morrow, GA) **UN Readiness & Cityworks Integration**	W, WW SW	Complete	✓	✓		✓		✓
Eastern Mun. Water District (Perris, CA) **UN Architecture Review & Imp Planning**	W	Ongoing	✓	✓				
City of Galveston (Galveston, TX) UN Readiness Assessment and Imp Planning	W, WW, SW	Complete	✓	✓				
City of Goldsboro (Goldsboro, NC) **UN Migration Assistance**	W WW	Complete w/Ongoing Support Services	✓	✓		✓	✓	
City of Hastings (Hastings, NE) **UN Jumpstart & Technical Coaching**	W WW	Complete w/Ongoing Support Services		✓	✓	✓	✓	
City & County of Honolulu Environmental Services (Honolulu, HI) **UN Readiness Assessment & Imp Plan**	WW	Complete w/Ongoing Support Services	✓	✓				✓
City & County of Honolulu Board of Water Supply (Honolulu, HI) **UN Readiness Assessment & Imp Plan**	W	Complete	✓	✓				✓
City of Houston (Houston, TX) **UN Model Migration & Implementation**	W, WW SW	Ongoing	✓	✓	✓	✓	✓	✓
Kansas City Water (Kansas City, MO) **UN Planning & Migration**	W	Complete	✓	✓	✓	✓		✓
Lake County (Waukegan, IL) **UN Support**	W WW	Complete w/Ongoing Support Services	✓	✓		✓	✓	✓
McCarran Airport (Las Vegas, NV) **UN Readiness Assessment**	W	Complete	✓					
City of Mercer Island (Mercer Island, WA) **UN Jumpstart**	W, WW	Complete	✓	✓				
New Ulm Public Utilities (New Ulm, MN) **UN Migration Assistance & Troubleshooting**	W WW	Complete	✓	✓		✓	✓	
Village of Niles (Niles, IL) **UN Workshare Implementation**	W	Ongoing	✓	✓		✓		

Opelika Utilities (Opelika, AL) UN Transition Planning & Implementation	W	Complete w/Ongoing Support Services		✓	✓	✓	✓	✓
Providence Water Supply (Providence, RI) UN Readiness Assessment & Imp Plan	W	Complete	✓	✓				
Salt Lake City Dept of Public Utilities (UT) UN Support & Planning	W	Complete	✓	✓				
San Antonio Water Supply (San Antonio, TX) UN Readiness Assessment & Imp Plan	W, WW, SW	Complete	✓	✓				
SSP/ALLETE (Duluth, MN) UN Support & Migration	W	Complete		✓	✓	✓		✓
Veolia North America (Boston, MA)	W	Ongoing	✓	✓	✓	✓		✓
Western Muni. Water District (Riverside, CA) UN Readiness Assessment & Imp Plan	W, WW, SW	Complete w/Ongoing Support Services	✓	✓				✓

IMPLEMENTATION PLAN AND METHODOLOGY

Statement of Understanding

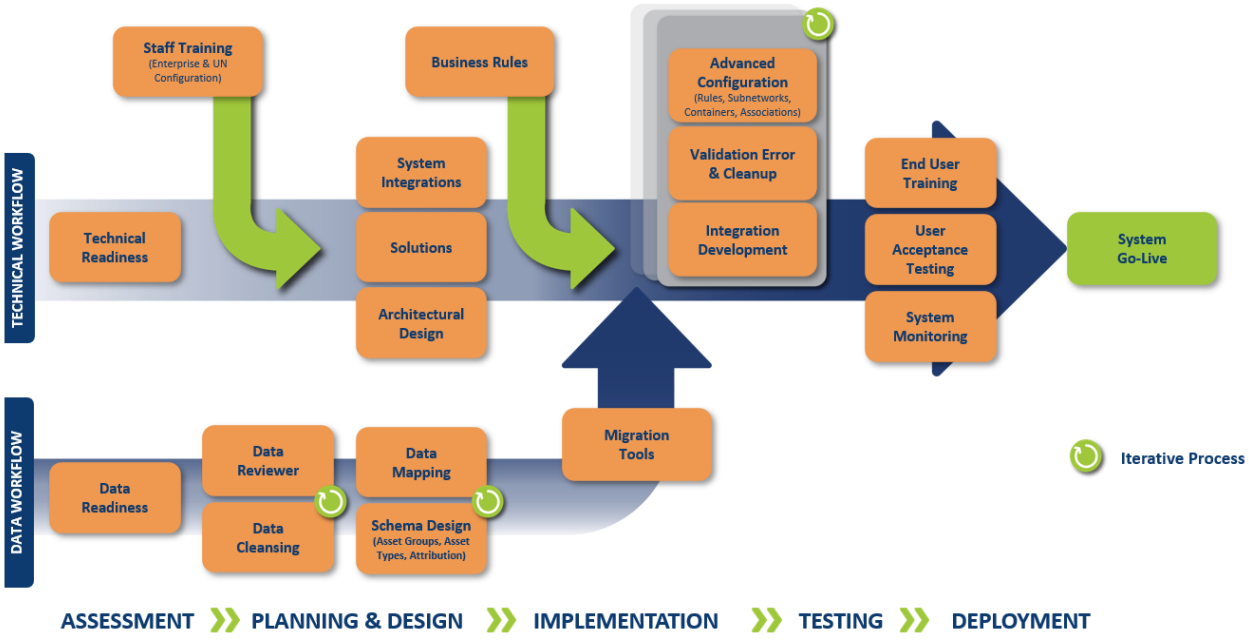
The City of Midland recognizes the value of investing in location technology to manage, analyze, and visualize data to support business processes and organizational missions. Over time, as location technology platforms and solutions advance, incremental adjustments and updates are periodically replaced by sweeping transformation. Such is the case for implementing the ArcGIS Utility Network (UN). As the foundation of a program and a defining contributor to success, the transition requires a great deal of strategy and planning.

The City adopted the geometric network combined with ArcGIS Desktop (ArcMap) and third-party systems developed to facilitate and streamline network editing, supporting operations, and maintenance workflows. The geometric network was an effective model for many years and technically remains so today. Still, the structure has also been slated for deprecation, triggering organizations nationwide to consider the eventual replacement by the ArcGIS Utility Network.

The UN's structural, functional, and operational design genuinely represent a significant transformation in the technological paradigm that supports utilities and infrastructure GIS programs. The magnitude of this transformation is expected to be as impactful and powerful as those from paper-to-digital and CAD-to-GIS. The underlying geodatabase model will change fundamentally, but the shift from a database-focused architecture to a service-oriented architecture will provide the foundation for contemporary GIS best practices and solution innovations for years to come. Present desktop solutions will be replaced by ArcGIS Pro, requiring users to reorient to software interfaces and standardize operating procedures, and configurations/integrations with asset management systems will need to be updated.

We understand the City of Midland is looking for a partner to help facilitate and define the pathway for successfully adopting the ArcGIS Utility Network. Through a UN Readiness Assessment, Axim has already engaged City staff to understand the current technology and data landscape through a data and system architecture review to produce documentation to guide subsequent UN implementation. Our approach will be holistic and encompass architecture and environment, not strictly data, to help ensure the resulting system is responsive and capable of performing to standards and expectations. Axim will also focus on the data, schema, and transformation process in preparing for the translation processes and target structure to support existing data and ongoing business processes. To validate our understanding and the resulting output, we will facilitate a pilot implementation targeting a subset of the data and evaluating migrated data, workflows, and technical architecture. After completing a successful pilot initiative, Axim will update the implementation plan and facilitate the City's final transition to ArcGIS Utility Network, including implementation, adoption, training, data migrations, and corresponding production release support.

Conceptual Approach



At a high level, all implementations of the ArcGIS Utility Network follow the pattern above. Data and readiness assessments lead to data preparation, database design, data mapping, and migration tool configuration. Technical readiness assessments lead to staff preparation, architecture design, integration planning, and asset business rules. As these two paths merge, a series of one or more pilot implementations include advanced configuration, network validation, integration development, and potential design refinements. Finally, user acceptance testing must be established before final data migrations and the system go-live. This pattern has proven successful for Axim clients from a wide variety of scales and vendor support strategies.

Detailed Approach

Midland has thoughtfully articulated the desired outcome for project deliverables and documentation. To describe how Axim will execute the project, our proposal follows a chronological narrative of our project approach. Each phase is essentially dependent on the successful completion of the predecessor and, as such, will be considered to occur in strict sequence unless otherwise coordinated and mutually agreed upon.

Planning and Analysis

The Planning and Analysis phase is an umbrella of project management and coordination tasks throughout each phase of the project's lifecycle.

Project Management Approach

Axim employs two interwoven tracks to help ensure success. First, we bring a proven project management approach that establishes controls and ensures communications and delivery. Second, we offer a technical approach tailored to the scope of services through which our expertise is translated into solutions. The following sections provide an overview of our project management approach and a task-level breakdown of the technical approach.

Each project engagement with Axim is structured according to five phases that have proven adaptable and repeatable and can reliably produce successful results. In the case of the proposed project with the City of Midland, we will leverage the established five phases to manage the overarching project and provide the structured approach necessary to guide the successful execution of each task.

- *Planning & Analysis:* The Planning & Analysis phase starts our project lifecycle and sets the broad execution parameters. It is communication-centric, beginning with the project kickoff meeting and scheduling the project reviews. Axim will review the project's budget and schedule and establish project controls, including a client satisfaction survey when the project is complete.
- *Design:* The Design phase is the point in the project during which our UN team gathers information and documentation to guide the course of the effort. We will focus on establishing the background that will drive the project forward and is a critical step before moving on to the development process. We work on relevant considerations such as functional requirements, database design, configuration requirements, system architecture, and compiling or creating all associated documentation.
- *Development:* Although this is not a traditional *development* project, in the sense of coding or programming, we consider Development to more generically encompass the core effort of a project that centers on the primary deliverables. Development can also be considered a reference to the environment, in a way, since much of the work completed within this phase would be carried out in a lower tier from any production system to mitigate the potential for end-user disruption.
- *Testing & Acceptance:* Testing and Acceptance will imply a narrower development-centric perspective. This phase addresses all aspects of QA/QC, deliverable review, and acceptance. This includes time to orient power users to the new system for adequate testing. This phase is vital and distributed into each task, with each core deliverable undergoing an internal and external review before eventual acceptance.
- *Implementation:* Implementation is incorporated into each phase and refers to finalizing, presenting, and distributing all deliverables. Certain aspects or tasks of the Development Phase may be repeated to construct the necessary target environment. Still, much of the core deployment effort will be specific to the system or product(s) being released. A vital part of the Implementation phase may be a more formalized orientation for users to the new environment.

Project Initiation

One of the first steps in the proposed project is a kickoff meeting between Axim and the City of Midland project management team intended to facilitate introductions, quickly review the scope, and initiate coordination for the project. Axim will prepare a meeting agenda, outline a project plan, and draft initial documentation regarding communications, responsibilities, and protocols governing the project. Summary documentation and a detailed project plan will be provided to the City of Midland Project Manager following the kickoff meeting.

We will establish biweekly recurring status meetings at the kickoff meeting to identify upcoming tasks, review decision points, and discuss the project's overall status. Technical calls will be scheduled separately with the appropriate stakeholders as needed. Axim will provide a monthly written status report detailing information on schedule and budget progress, tasks completed, risks, upcoming milestones, etc.

Project Schedule

Axim anticipates an overall duration of approximately 12 months to complete this project scope. While the schedule is flexible, testing, user training, and final implementation tasks generally occur in a short sequence to complete the project. The project team may collectively decide to adjust the schedule during the project kickoff meeting.

Significant milestones and project activities for a single system can generally be summarized as follows:

- Environment Support (2-4 weeks)
- Data Migration Planning and Configuration (2-3 months)
- Implementation Testing and Training (2-3 months)
- Final Implementation (1-2 months)

Row ID	Task Name	Status	% Work Complete	Duration	Start Date	End Date	Predecessors	Estimated Hours Complete	Estimated Hours
	4849023-4357002.23 Midland TX - UN Implementation	**In Progress**	**61%**	**485d**	**Mon 10/23/2023**	**Mon 09/15/2025**		**837.1**	**1380**
1	**Planning & Analysis**	**Complete**	**100%**	**344d**	**Mon 10/23/2023**	**Fri 02/28/2025**		**263**	**263**
1.1	Develop Kickoff Agenda	Complete	100%	5d	Mon 10/23/2023	Fri 10/27/2023	4SF	8	8
1.2	Develop Project Plan	Complete	100%	10d	Mon 10/30/2023	Tue 11/14/2023	5SF +5d	22	22
1.3	Kickoff Meeting	Complete	100%	1d	Mon 11/06/2023	Mon 11/06/2023		17	17
1.4	Planning & Analysis Complete	Complete	100%	0	Mon 11/06/2023	Mon 11/06/2023	5	10	10
1.5	Project Coordination	Complete	100%	334d	Mon 11/06/2023	Fri 02/28/2025		206	206
2	**Design**	**Complete**	**100%**	**353d**	**Wed 11/08/2023**	**Mon 03/31/2025**		**199**	**199**
2.1	Initial Data Mapping Crosswalk	Complete	100%	20d	Mon 03/03/2025	Fri 03/28/2025	7	48	48
2.2	Deliver Crosswalk Spreadsheets	Complete	100%	0	Fri 03/28/2025	Fri 03/28/2025	9	4	4
2.3	UN Overview Meeting	Complete	100%	1d	Mon 03/31/2025	Mon 03/31/2025	10	12	12
2.4	**Coordinate Onsite Logistics**	**Complete**	**100%**	**14d**	**Wed 11/08/2023**	**Mon 12/04/2023**		**21**	**21**
2.4.1	Develop Agenda	Complete	100%	10d	Wed 11/08/2023	Tue 11/28/2023	14SF	4	4
2.4.2	Midland Approve Agenda	Complete	100%	2d	Wed 11/29/2023	Thu 11/30/2023	15SF	1	1
2.4.3	Book Travel & Lodging	Complete	100%	2d	Fri 12/01/2023	Mon 12/04/2023	16SF -5d	16	16
2.5	Onsite Data Modeling & Design Workshop	Complete	100%	1d	Tue 12/12/2023	Tue 12/12/2023		24	24
2.6	Workshop Summary Documentation	Complete	100%	2d	Wed 12/13/2023	Thu 12/14/2023	16	12	12
2.7	Design Requirements Documentation	Complete	100%	11d	Wed 12/13/2023	Tue 01/02/2024	16	24	24
2.8	**Database Design Documentation**	**Complete**	**100%**	**36d**	**Wed 01/03/2024**	**Wed 02/21/2024**		**54**	**54**
2.8.1	Draft Database Design	Complete	100%	15d	Wed 01/03/2024	Tue 01/23/2024	18	20	20
2.8.2	Design Document Review Meeting	Complete	100%	1d	Wed 01/24/2024	Wed 01/24/2024	20	16	16
2.8.3	Midland Design Feedback	Complete	100%	5d	Thu 01/25/2024	Wed 01/31/2024	21	1	1
2.8.4	Finalize Database Design Document	Complete	100%	2d	Thu 02/01/2024	Fri 02/02/2024	22	16	16
2.8.5	Midland Approve Design	Complete	100%	5d	Thu 02/15/2024	Wed 02/21/2024		1	1
2.9	Design Complete	Complete	100%	0	Wed 02/21/2024	Wed 02/21/2024	24	0	0
3	**Development**	**In Progress**	**75%**	**335d**	**Thu 02/22/2024**	**Fri 06/06/2025**		**375.1**	**498**
3.1	**Data Migration**	**Complete**	**100%**	**128d**	**Thu 02/22/2024**	**Wed 08/21/2024**		**209**	**209**
3.2	**Pilot Migration**	**Complete**	**100%**	**89d**	**Fri 06/21/2024**	**Fri 10/25/2024**		**119**	**119**
3.3	**Client Deployment**	**In Progress**	**28%**	**60d**	**Mon 03/17/2025**	**Fri 06/06/2025**		**47.1**	**170**
3.3.1	Stage UN in local Enterprise Environment	Complete	100%	1d	Mon 03/17/2025	Mon 03/17/2025		2	2
3.3.2	Publish Map services	In Progress	80%	1d	Mon 05/05/2025	Mon 05/05/2025		3.2	4
3.3.3	Prepare Deployment Plan documentation (Final Technical Config. Doc)	In Progress	40%	3d	Tue 05/06/2025	Thu 05/08/2025	66	8	20
3.3.4	Midland IT Prepare enterprise Geodatabase	Not Started	0%	5d	Fri 05/09/2025	Thu 05/15/2025	67	0	0
3.3.5	Midland IT Deploy exported Database	Not Started	0%	5d	Fri 05/09/2025	Thu 05/15/2025	68SS	0	0
3.3.6	Configure Power Users, roles, and groups in Portal for UAT	Not Started	0%	2d	Fri 05/16/2025	Mon 05/19/2025	69	0	4
3.3.7	Update Attr. Rules, Subnetworks, traces to reference sources in Midland's	Not Started	0%	2d	Tue 05/20/2025	Wed 05/21/2025	70	0	6
3.3.8	Establish Branch Versioning for Power Users	Not Started	0%	1d	Thu 05/22/2025	Thu 05/22/2025	71	0	2
3.3.9	Update ArcGIS Pro Template for Midland's Environment	Not Started	0%	3d	Fri 05/23/2025	Tue 05/27/2025	72	0	40
3.3.10	Publish 2 Map Services (Editing & Simple Feature)	Not Started	0%	1d	Wed 05/28/2025	Wed 05/28/2025	73	0	4
3.3.11	Prepare database admin tasks (Script)	Not Started	0%	2d	Thu 05/29/2025	Fri 05/30/2025	74	0	18
3.3.12	**Knowledge Transfer**	**In Progress**	**48%**	**7d**	**Thu 05/29/2025**	**Fri 06/06/2025**		**33.9**	**70**
3.3.12.1	**Documentation**	**In Progress**	**49%**	**5d**	**Mon 06/02/2025**	**Fri 06/06/2025**		**20.4**	**42**
3.3.12.1.1	Workflow Best Practices Documentation	In Progress	75%	3d	Mon 06/02/2025	Wed 06/04/2025	75	13.5	18
3.3.12.1.2	Administrative Document	In Progress	5%	3d	Mon 06/02/2025	Wed 06/04/2025	75	0.9	18
3.3.12.1.3	Training Materials	Complete	100%	5d	Mon 06/02/2025	Fri 06/06/2025	75	6	6
3.3.12.2	**3-Day Remote Knowledge Transfer**	**In Progress**	**48%**	**3d**	**Thu 05/29/2025**	**Mon 06/02/2025**		**13.5**	**28**
3.3.12.2.1	End User Training (16hrs)	In Progress	75%	2d	Thu 05/29/2025	Fri 05/30/2025	74	13.5	18
3.3.12.2.2	Admin Training (8hrs)	Not Started	0%	1d	Mon 06/02/2025	Mon 06/02/2025	82	0	10
3.4	Development Complete	Not Started	0%	0	Mon 06/02/2025	Mon 06/02/2025	81	0	0

Row ID	Task Name	Status	% Work Complete	Duration	Start Date	End Date	Predecessors	Estimated Hours Complete	Estimated Hours
4	**Testing**	**Not Started**	**0%**	**23d**	**Tue 06/03/2025**	**Thu 07/03/2025**		**0**	**220**
4.1	Develop & Provide Testing Guideline document	Not Started	0%	2d	Tue 06/03/2025	Wed 06/04/2025	84	0	24
4.2	Testing Handoff Meeting	Not Started	0%	1d	Thu 06/05/2025	Thu 06/05/2025	86	0	12
4.3	**Midland Testing**	**Not Started**	**0%**	**10d**	**Fri 06/06/2025**	**Thu 06/19/2025**		**0**	**24**
4.3.1	Testing Round 1 (5 Days)	Not Started	0%	5d	Fri 06/06/2025	Thu 06/12/2025	87	0	0
4.3.2	Round 1 Feedback Review Meeting	Not Started	0%	1d	Thu 06/12/2025	Thu 06/12/2025		0	12
4.3.3	Testing Round 2 (5 Days)	Not Started	0%	5d	Fri 06/13/2025	Thu 06/19/2025		0	0
4.3.4	Round 2 Feedback Review Meeting	Not Started	0%	1d	Thu 06/19/2025	Thu 06/19/2025		0	12
4.4	Feedback Tracking & Analysis	Not Started	0%	1d	Fri 06/20/2025	Fri 06/20/2025	92	0	10
4.5	Revisions	Not Started	0%	10d	Fri 06/20/2025	Thu 07/03/2025		0	150
4.6	Testing Complete	Not Started	0%	0	Thu 07/03/2025	Thu 07/03/2025	94	0	0
5	**Implementation**	**Not Started**	**0%**	**72d**	**Fri 06/06/2025**	**Mon 09/15/2025**		**0**	**200**
5.1	**Final Implementation Tasks**	**Not Started**	**0%**	**23d**	**Fri 06/06/2025**	**Tue 07/08/2025**		**0**	**40**
5.1.1	Midland Prepare Production Environment	Not Started	0%	20d	Fri 06/06/2025	Thu 07/03/2025		0	0
5.1.2	Midland configure System Integrations	Not Started	0%	20d	Fri 06/06/2025	Thu 07/03/2025		0	0
5.1.3	Consultation & Direct Implementation Support (24Hrs)	Not Started	0%	20d	Fri 06/06/2025	Thu 07/03/2025		0	32
5.1.4	Prepare UN in Production Environment	Not Started	0%	1d	Fri 07/04/2025	Fri 07/04/2025	100	0	4
5.1.5	Preliminary Validation	Not Started	0%	1d	Mon 07/07/2025	Mon 07/07/2025	101	0	4
5.1.6	Midland Approval for Final Migration	Not Started	0%	1d	Tue 07/08/2025	Tue 07/08/2025	102	0	0
5.2	**Final Data Migration**	**Not Started**	**0%**	**8d**	**Wed 07/09/2025**	**Fri 07/18/2025**		**0**	**40**
5.2.1	Midland Data Editing Freeze	Not Started	0%	1d	Wed 07/09/2025	Wed 07/09/2025	103	0	0
5.2.2	Midland Create Database Backup & Deliver to Axim	Not Started	0%	1d	Thu 07/10/2025	Thu 07/10/2025	105	0	0
5.2.3	Full Database Migration (w/in 7days)	Not Started	0%	5d	Fri 07/11/2025	Thu 07/17/2025		0	28
5.2.4	Deploy Database into Production	Not Started	0%	1d	Thu 07/17/2025	Thu 07/17/2025	107FF	0	4
5.2.5	Provide Final configuration Items	Not Started	0%	2d	Thu 07/17/2025	Fri 07/18/2025		0	8
5.3	**Production Go-Live**	**Not Started**	**0%**	**33d**	**Fri 06/20/2025**	**Tue 08/05/2025**		**0**	**80**
5.3.1	**Go-Live Onsite Support**	**Not Started**	**0%**	**18d**	**Fri 06/27/2025**	**Tue 07/22/2025**		**0**	**52**
5.3.1.1	Coordinate Onsite Logistics	Not Started	0%	1d	Fri 06/27/2025	Fri 06/27/2025	113SF -15d	0	4
5.3.1.2	Onsite Go Live Support (2 days)	Not Started	0%	2d	Mon 07/21/2025	Tue 07/22/2025	109	0	48
5.3.2	Midland Final Acceptance Testing (10Days)	Not Started	0%	10d	Wed 07/23/2025	Tue 08/05/2025	113	0	0
5.3.3	Feedback Tracking & Analysis	Not Started	0%	1d	Fri 06/20/2025	Fri 06/20/2025		0	8
5.3.4	Revisions	Not Started	0%	5d	Mon 07/28/2025	Fri 08/01/2025	113SS +5d	0	20
5.3.5	UN Implementation Complete	Not Started	0%	1d	Mon 08/04/2025	Mon 08/04/2025	116	0	0
5.4	**Final Technical Documentation**	**Not Started**	**0%**	**1d**	**Mon 08/04/2025**	**Mon 08/04/2025**		**0**	**6**
5.4.1	Finalize and Deliver Data Dictionary	Not Started	0%	1d	Mon 08/04/2025	Mon 08/04/2025	117FS -1d	0	2
5.4.2	Finalize and Deliver Best Practices Workflow Document	Not Started	0%	1d	Mon 08/04/2025	Mon 08/04/2025	117FS -1d	0	2
5.4.3	Finalize and Deliver Administrative Documents	Not Started	0%	1d	Mon 08/04/2025	Mon 08/04/2025	117FS -1d	0	2
5.5	Post Implementation Support (24 Hours in 30 days)	Not Started	0%	30d	Tue 08/05/2025	Mon 09/15/2025	117	0	32
5.6	Project Acceptance	Not Started	0%	0	Mon 09/15/2025	Mon 09/15/2025	122	0	2
5.7	Implementation Complete & Project Closeout	Not Started	0%	0	Mon 09/15/2025	Mon 09/15/2025	123	0	0

Deliverables

- Project kickoff meeting
- Kickoff agenda
- Project plan
- Project status reporting

Pilot Implementation

Initial Data Migration and Testing

Throughout the ETL configuration process, Axim will perform intermittent data migrations of a defined pilot area on our local servers to confirm the proper function of the ETL tool and make every effort to address any migration errors along the way. The City will be responsible for addressing those issues that result from source data. Axim will address those issues resulting from tool configuration or departures from the database design.

For the Pilot Implementation, Axim will create a file geodatabase (FGDB) UN, localized to the City area, and apply the City service territory. This boundary is required to encompass all utility features while allowing potential growth expansion. We will then run the FME/ArcGIS Data Interoperability data migration into the asset package for the pilot area. We will review the output data to confirm feature counts match and that the asset groups, asset types, and attributes are populated correctly. After postprocessing the UN to enable network topology, Axim will prepare a Build Error Report summarizing those errors encountered. In some cases, these errors may require resolution in the source data, while others may reveal opportunities to modify UN connectivity rules. Any data errors encountered during the migration and topology validation will be noted. The City will need to address those resulting from source data issues. Axim will test that associations, including any containers, have been created correctly via the FME.

In preparation for testing, Axim will update the default Esri ArcGIS Pro templates to match the schema changes in the final database design. Axim will clean the migrated data within a small test area to remove any dirty areas. This step is necessary to test the UN subnetwork functionality properly. This step is meant only within the context of configuring the behavior of the UN and not to clean any source data. Axim will configure a single subnetwork and subnetwork controller before configuring a named trace configuration with an updated trace locations feature class, allowing broader end-user tracing during the final implementation. We will test proper UN functionality within the cleaned area.

Upon successful testing and any necessary adjustments, Axim will run the ETL tools on the complete City source data to create a complete UN. We will once again clean the small test area to allow trace testing.

Client Deployment

After acceptance of the Pilot Implementation deliverables, Axim will begin preparing for ArcGIS Enterprise deployment by staging the UN in our local Enterprise environment. The process continues with applying the asset package and postprocessing the UN to enable branch versioning and network topology. With a fully intact and staged Enterprise UN, Axim will publish test map services in our Enterprise environment to test the system works before exporting to an FGDB for transfer to the City environment.

Axim will prepare Deployment Plan documentation to direct the deployment of the UN within the City's environment. This document will include technical information such as server names and URL paths, administrative accounts, file locations, template filenames, and map service names. The Deployment Plan documentation is later converted into final technical configuration documentation at the end of Implementation.

During the client deployment, Axim will work with City IT to prepare the enterprise geodatabase and deploy the exported database. Axim will then configure the UN editors, administrative users, roles, and groups. This configuration will be

limited to the core power users necessary for acceptance testing. Once Portal is configured, Axim will update the UN configuration of attribute rules, subnetworks, and traces as required to reference sources within the City environment. As part of the final database setup, we will establish branch versioning for the core power users. Axim will update the City's ArcGIS Pro template for the new database paths, setting field visibility, and feature editing templates. We will publish two map services for the UN – one for editing and another simple feature service used for general reference types of activities. An initial validation that the environment and UN are working will mark that the UN is nearly ready for broader knowledge transfer to City staff and acceptance testing. Finally, Axim will prepare a set of database administrative tasks in the form of a Python script to validate the network in the default version, recalculate subnetworks, and update database indexes.

Knowledge Transfer

At this point, a set of deeper knowledge transfer sessions is necessary to prepare City staff to adequately test the full functionality of the UN within an Enterprise environment. In preparation, Axim will complete a set of technical best practice documentation, including Best Practices Workflow documentation for editing/workflow and Administrative documentation.

Axim will provide up to three days total of remote knowledge transfer sessions for end users. These sessions are scheduled at this point of the project to allow staff to test the complete UN and, later, a rapid transition between the Testing Phase and the final Implementation Phase activities. After completing all initial data migration activities, users will become familiar with and test the system. This knowledge transfer will reduce downtime during the final data migration and enable users to fully transition to the new production system immediately when that data is loaded. We plan to provide up to sixteen hours of knowledge transfer for end-users covering editing workflows, QA/QC processes, reconciling and posting, and tracing. Knowledge transfer will explicitly focus on orienting City staff on the City's specific UN implementation. Training sessions are not intended to be all-encompassing and replace the need for formal Esri training. Instead, they are meant to supplement and build upon that formal training. Users are highly recommended to attend offerings on using ArcGIS Pro and the UN provided through the Esri Academy, particularly those within the Utility Network Fundamentals Learning Plan. This training is especially important for those key technical stakeholders who will aid in the database design and pilot testing phases.

For the UN administrators, we plan to deliver up to eight hours on managing the system, including publishing services, setting Portal user permissions, and database management. We assume administrators have completed formal Esri's ArcGIS Enterprise training in addition to the ArcGIS Pro and ArcGIS UN training.

The City is ready to begin testing once knowledge transfer sessions for editors and administrators are complete.

Deliverables

- ArcGIS Enterprise preparation
- Deployment Plan documentation
- City database preparation
- Configure core power users, roles, and groups in ArcGIS Portal
- Update attribute rules, subnetworks, and traces for the City environment
- Establish branch versioning
- Update ArcGIS Pro template for City environment
- Publish two map services (editing, simple feature service)
- Database administrative tasks
- Best Practices Workflow documentation
- Administrative documentation
- Knowledge transfer for editors (up to 16 hours)
- Knowledge transfer for administrators (up to 8 hours)

Testing Phase

The Testing phase serves as the first full implementation of the UN, including a complete data migration of all source data, deployment of all software to the City's development environment, user training, user acceptance testing, and potentially server performance tuning.

Testing Guidelines

After completing the pilot data migration and power user knowledge transfer, Axim will provide the City with a Testing Guidelines document outlining all items that must be tested for the fully migrated database and the technical Enterprise environment. Axim will host a Client Testing Handoff meeting to discuss the testing guidelines and clearly identify what the City should be testing.

Once the testing environment has been established, the City will perform system testing over ten consecutive business days and provide consolidated feedback after each five business days. Axim and City will meet as needed to clarify comments or demonstrate potential issues. Axim will track all feedback in our issue-tracking system, Jira. All issues will be reviewed, and those determined to be within the project's scope will be resolved as appropriate before the final implementation. Any issues determined to be out-of-scope may be considered part of a future enhancement or general GIS support tasking.

Testing and Issue Tracking

After a Client Testing Handoff meeting, City staff will perform implementation testing activities, supported by Axim, including the data migrations (any outstanding errors), technical environment (system performance, user permissions, Portal configuration, licensing), and UN functionality (connectivity and attribute rules, associations). Additionally, subnetworks and network tracing testing will be limited to a small, cleaned area. Axim has reserved time to support testing and resolve issues in these areas.

Staff will have ten business days to test database configurations, system functionality and performance, and ArcGIS Pro core UN functionality. Axim will track the City's consolidated feedback within our issue-tracking system (Jira), where each report will be evaluated. The appropriate action will be determined to obtain a satisfactory resolution. Jira will be used to report and communicate the status of all incidents and any actions taken or required. Once all tracked items are resolved, Axim will consider the Testing Phase complete.

If any reported issues are determined to result from Esri product bugs or similar, Axim will notify Esri on behalf of the City during testing. Suppose resolution is unavailable until after project completion or requires an upgrade to the environment. In that case, the City will be responsible for deploying those independently and after the conclusion of this project.

Deliverables

- Testing Guidelines document
- Client Testing Handoff meeting
- Client Testing Review meetings
- Testing support
- Feedback tracked in Jira issue tracking system

Implementation Phase

After the Testing Phase is complete, the City will coordinate with Axim to perform the final implementation tasks when ready. These include preparing the production environment, a data editing freeze, last data migration, production system

testing, and final documentation. Additional general GIS consultation may follow here or be provided in other project phases.

Environment

As testing nears completion, the City staff will prepare the production environment to match the development environment. Axim may consult with the City to deploy and configure any necessary GIS architecture gaps, including ArcGIS Enterprise (Server, Portal, Data Store, and Web Adaptor). The official Esri Network Management Release for long-term support is ArcGIS Enterprise 11.1 and ArcGIS Pro 3.1. Axim has provided up to 24 hours for consultation and direct implementation support to establish the production environment to these specifications. Axim will be responsible for deploying and configuring the final ArcGIS Utility Network and publishing necessary web services within the architecture provided by City staff.

System integrations are expected to be the responsibility of City staff.

Final Data Migration

Following an opportunity to address any system performance tuning items resulting from the Testing Phase, the City will notify Axim of its readiness for the final implementation process. This milestone will begin with the City declaring a freeze on the current production editing data and preparing a complete database backup. Upon receiving this backup, Axim is expected to complete a full database migration into the approved UN database schema with FME/ArcGIS Data Interoperability and provide a backup to the City within seven calendar days. This database contains the City's latest complete production utility data migrated into the UN schema. The City of Midland will deploy this backup to the Production servers. Axim will provide final configuration items (attribute rules, Pro project, trace location feature class, database versioning) to reference the City's production environment and preliminary validation that the database migration was completed successfully and the environment is operational. Once declared operational, this environment will now be considered the City of Midland's production UN environment.

Production Go-Live

Immediately after the production environment is declared ready, two members of Axim's team will arrive onsite for two days of production Go-Live support. Axim will be on site to aid the City's transition to the production environment as they release the UN for general use. Our onsite team, supported by additional remote team members as may be necessary, will immediately address any issues noted by the City staff. From the production environment declaration, the City will have ten business days to report any problems encountered with the final acceptance testing of the production environment. Axim will track, immediately review, and address those items determined to be defects in the implementation. Once all reported issues are resolved, Axim will consider the production environment fully implemented and ready for project acceptance.

Post-Implementation Support

After the release of the ArcGIS Utility Network for general production use, the City will transition existing applications to consume the new UN services. During this time, Axim has planned for up to 24 hours of post-implementation support within thirty (30) days of system release by Axim to address minor configuration adjustments or provide supplemental knowledge transfer on the ArcGIS Utility Network.

Final Technical Documentation

With the UN fully implemented, Axim will finalize the Data Dictionary, Best Practices Workflow, and Administrative documents to reflect the collective Development and Production environments.

Deliverables

- Assist preparation of Production environment (up to 24 hours)
- Prepare ArcGIS Utility Network in Production environment

- Production environment validation
- City production database editing freeze
- Final complete database migration into ArcGIS Utility Network
- Production database deployment
- Onsite Go-Live support for release of ArcGIS Utility Network
- Production issue tracking and resolution
- Up to 24 hours of post-implementation support
- Final Data Dictionary
- Final Best Practices Workflow documentation
- Final Administrative documentation

Assumptions

- All work will be performed remotely unless otherwise stated.
- Data Cleanup was added to a previous contract via change order dated March 19, 2024. Some errors and data gaps remain that require Midland's institutional knowledge ro resolve. Our efforts will focus on priority 1 erroes that would prevent UN deployment.
- The City has or will acquire adequate licensing for ArcGIS Enterprise, ArcGIS Utility Network, Microsoft SQL Server, and FME/ArcGIS Data Interoperability software.
- Axim will implement the official Esri Network Management Release of the ArcGIS Utility Network available at the time of implementation, presently ArcGIS Enterprise 10.9.1 and ArcGIS Pro 2.9.1.
- Software versions related to the implementation of the UN (e.g., Esri, SQL Server) will remain static from the point of project kickoff through final acceptance unless mutually agreed upon.
- Axim assumes that the City will leverage SQL Server as the final relational database and that the City will establish and provide the SQL Server environment and database.
- The City will be responsible for administration of the SQL Server environment and database, including, but not limited to, access control and backups consistent with the City's preference or convention.
- The City stakeholders have suitable familiarity with business and functional requirements to provide input that can accurately shape the design of the geodatabase.
- The City GIS technical architecture for the Development and Production environments will meet or exceed the minimum technical specifications required for ArcGIS Enterprise and ArcGIS Utility Network before implementation.
- The City will be responsible for any data aggregation, cleanup, or reconciliation before providing input or reference data to Axim.
- While Axim will make every effort to review the data during our initial pilot testing processes, City staff will confirm that all source features were migrated into the proper UN asset type and that the attribution has completely migrated as expected.
- At the final transition point, the City will facilitate a data freeze to exclude editing for a mutually agreed-upon time window during which final migration will occur.
- The City will be responsible for communicating business system dependencies based on local knowledge. Dependencies not shared or known by the City will not be addressed as part of this scope.
- Design and development related to specific business system integrations are not within the proposed project scope. Instead, general requirements to support those integrations will be noted while avoiding the specific technical implementation needs.
- The City will address business system integrations after the production release of the UN.

- FME/ArcGIS Data Interoperability software will be used for the data migration. However, if the City decides to use another approach during the project, adjustments to the project scope may be required. Corresponding budget/schedule impacts will be communicated for review and approval.
- Axim is not responsible for resolving issues determined to result from Esri or other third-party solutions, product or platform-related defects, or similar.
- Training and knowledge transfer are meant to provide contextual knowledge on the Client environment rather than replace formal Esri training on ArcGIS Pro and the ArcGIS Utility Network.

Pricing

Axim Geospatial proposes a firm-fixed price of ***$169,043.43*** to complete the ArcGIS Utility Network Implementation for the City of Midland, TX. This price includes all travel expenses and deliverables identified in this quote. Invoices will be sent monthly based on percent complete of the overall project.

You may indicate your acceptance of the above proposal with a signature from authorized personnel at the City of Midland.

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Axim Geospatial.

City Council Meeting

Item Number: 9

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: RESOLUTION RELEASING AN APPROXIMATE 0.170-ACRE UTILITY EASEMENT OUT OF LOT 2B, BLOCK 1, MUSTANG INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF MARKET STREET, APPROXIMATELY 400 FEET NORTH OF WEST INTERSTATE 20); AUTHORIZING THE EXECUTION OF AN INSTRUMENT MEMORIALIZING SAID RELEASE; AND ORDERING RECORDATION OF SAID INSTRUMENT BY THE CITY SECRETARY (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Fesco Ltd. is requesting to release an approximate 0.170-acre utility easement on a property located at 5000 West Interstate 20, due to it currently not being in use and to better suit the needs of the lot.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Fesco Ltd. is requesting to release a 0.170-acre portion of public utility easement located in Lot 2B, Block 1, Mustang Industrial Park, Section 3. The easement is currently not in use and releasing it would not affect any adjacent property owners means of egress and ingress.

Originally, the public utility easement was dedicated as part of a multi-lot subdivision which was then replatted into one lot. It was meant to provide the ability to extend city utilities to an interior lot that didn't have street frontage. However, only a small portion service lateral from the water line running adjacent to the property is within the easement. Most of the easement is clear of utilities and not in use resulting in the easement unnecessarily restricting the property.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No Objection.

Building Code: (Approved)

No Oil & Gas Issues

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments.

AT&T: (Approved)

In response to the request for the Release on a portion of the 20-ft Utility Easement Utility Easement on the middle of Lot 2B, Southwestern Bell Telephone Company, LLC, d/b/a AT&T Texas, has no objections to the requested abandonment/release as shown on the attached sketch. Utility Easement found in Midland County Clerk Records in Document Number 2015-20155055.

Atmos: (Approved)

Atmos Energy has no objection to the above-referenced changes to the 0.170 Acre utility easement located West of Market Street in Midland. We currently have no active lines or facilities located within the easement proposed to be vacated.

Astound: (Approved)

After looking at the Astound maps I do not see any services in that area.

Oncor: (Approved)

Oncor does not have any facilities within this easement requesting to be vacated.

Optimum: (Approved)

Optimum doesn't have any plant at that location. Vacation is good to go.

Planning: (Approved)

Pertinent City departments and franchise utility companies have reviewed this easement release request and have approved it.

Therefore, staff recommends approval of the resolution releasing an approximate 0.170-acre utility easement located in Lot 2B, Block 1, Mustang Industrial Park, Section 3.

Attachments:

Survey A
Application
Maps
Responses from Franchise Utility Companies

Jose E. Ort

City Manager's Office

RESOLUTION NO. _____

RESOLUTION RELEASING AN APPROXIMATE 0.170-ACRE UTILITY EASEMENT OUT OF LOT 2B, BLOCK 1, MUSTANG INDUSTRIAL PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF MARKET STREET, APPROXIMATELY 400 FEET NORTH OF WEST INTERSTATE 20); AUTHORIZING THE EXECUTION OF AN INSTRUMENT MEMORIALIZING SAID RELEASE; AND ORDERING RECORDATION OF SAID INSTRUMENT

WHEREAS, the City Council finds it to be in the public interest to release said Easement; and

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

SECTION ONE. That the City of Midland hereby releases the Easement described in Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the Assistant City Manager is hereby authorized and directed to execute an instrument memorializing the release of the Easement. Said instrument shall be in a form substantially similar to that attached hereto as Exhibit A.

SECTION THREE. That the City Secretary is hereby authorized and directed to file said instrument in the Official Public Records of Real Property of Midland County, Texas; and

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:

_____

Jose Ortiz, Assistant City Manager

_____

Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____

Nicholas Toulet, Interim City Attorney

S:₩Resolutions₩Engineering₩Dedications₩Release ofEasement₩V-25-0067.Fesco Ltd. - Release ofUtility Easement.wpd

EXHIBIT A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF UTILITY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

THAT for good and valuable consideration, receipt of which is acknowledged, the **City of Midland, Texas** has abandoned, released, and discharged and does abandon, release, and discharge the approximate 0.170-acre tract of land out of Lot 2B, Block 1, Mustang Industrial Park, Section 3, City and County of Midland, Texas, described in **Exhibit A**, which is attached hereto and incorporated herein (the "Released Property"), from the coterminous Utility Easement dedicated to the City of Midland, Texas by TJ&S, L.P. in the plat of Mustang Industrial Park, Section 3 (the "Plat") recorded on March 6, 2015, in Plat Cabinet J, Page 61 of the Official Plat Records of Midland County, Texas.

For the avoidance of doubt, the City of Midland, Texas is not abandoning, releasing, or discharging any property from any portion of any easement that was dedicated to the City of Midland, Texas in the Plat other than the Released Property.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ A.D., 2025.

Original Grantee: City of Midland, Texas
300 N. Loraine St.
Midland, Texas 79701

_____
By: Jose Ortiz, Assistant City Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **Jose Ortiz**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the **City of Midland, Texas**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2025.

_____
Notary Public, State of Texas

_____
Printed Name

My Commission Expires:_____

Parkhill

EXHIBIT A

VACATION OF
A 0.170-ACRE UTILTY EASEMENT IN
SECTION 7, BLOCK 39, T-2-S
T.&P. RR. CO. SURVEY, ABSTRACT NO. 61
IN MIDLAND COUNTY, TEXAS

A 0.170-acre utility easement in Section 7, Block 39 T-2-S, T.&P. RR. Co. Survey, Abstract No. 61 in Midland County, Texas and being situated in Lot 2B, Block 1, Mustang Industrial Park, Section 3 as shown on the plat recorded in Plat Cabinet "J", Page 61 of the Plat Records of Midland County, Texas; said 0.170-acre easement being more particularly described as follows and as surveyed on-the-ground under the supervision of Parkhill on January 22, 2025:

BEGINNING at a point in the east line of said Lot 2B and the west line of Market Street as shown on the plat of Mustang Industrial Park, Section 2 recorded in Plat Cabinet "C", Page 100 of said Plat Records, for the northeast corner hereof, said beginning point having coordinates of NORTHING: 10,679,621.55 and Easting: 1,738,350.49, Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983, and from which a 1/2-inch iron rod with a plastic cap marked "WEST CO." found at the northeast corner of said Lot 2B bears *North 14 degrees 14 minutes 13 seconds West* a distance of 264.05 feet and another 1/2-inch iron rod with a plastic cap marked "WEST CO." found at the northwest corner of said Lot 2B bears *North 14 degrees 14 minutes 13 seconds West* a distance of 264.05 feet and *South 75 degrees 36 minutes 31 seconds West* a distance of 740.21 feet;

(1) THENCE *South 14 degrees 14 minutes 13 seconds East* a distance of 20.00 feet along the west line of said Market Street and the east line of said Lot 2B to a point for the southeast corner hereof;

(2) THENCE *South 75 degrees 15 minutes 57 seconds West* a distance of 370.11 feet to a point for the southwest corner hereof;

(3) THENCE *North 14 degrees 44 minutes 03 seconds West* a distance of 20.00 feet to a point for the northwest corner hereof;

(4) THENCE *North 75 degrees 15 minutes 57 seconds East* a distance of 370.28 feet to the **POINT OF BEGINNING** containing 0.170 acres, more or less, and as shown on certified plat herewith.

Note: Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983. Distances reported hereon are at grid. Areas reported hereon are based on calculations made from grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those described hereon may affect this tract.

Surveyed by



Franklin Leamons
Registered Professional Land Surveyor #6889
Date: January 22, 2025

Texas Registered Surveying Firm # 10194091
Parkhill.com

VACATION OF
A 0.170-ACRE UTILITY EASEMENT IN SECTION 7, BLOCK 39, T-2-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 61 IN MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CAB. "J", PG. 61 PLAT RECORDS OF MIDLAND COUNTY, TEXAS

LEGEND:

△ = Calculated Point.

● = Found 1/2" iron rod with a cap marked "WEST CO.".

M.C.P.R. = Midland County Plat Records
M.C.D.R. = Midland County Deed Records
() = Record Calls

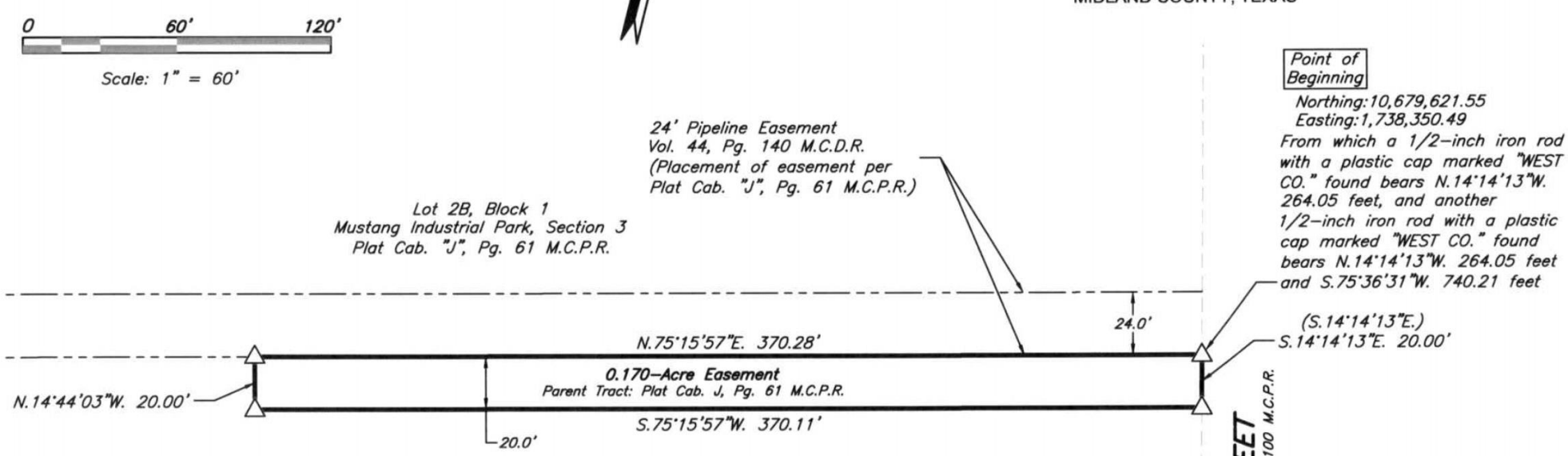
= Tract/Easement Limits Boundary Line

= Tract Adjoiner Lines

= Exisiting Easement Line

0 60' 120'

Scale: 1" = 60'



SURVEYOR'S REPORT:

1. Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, NAD83.
2. Distances reported hereon are at grid.
3. Areas reported hereon are based on calculations made at grid distances.
4. This survey was prepared without the benefit of a current title report/commitment. there may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
5. This plat is invalid unless it bears the surveyor's original seal and signature.
6. A metes and bounds description accompanies this plat.

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

I, the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-the-ground survey performed by me or under my supervision and completed on January 22, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

Franklin Leamons
R.P.L.S. 6889

Jan. 22, 2025
Date

Page 2 of 2
See Pages 1 for Metes and Bounds

Parkhill

TBPELS FIRM REGISTRATION NO. 10194091

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: Fesco Ltd.		Phone (361) 661-7000 Email	
Address 1000 Fesco Ave.	City Alice	State TX	Zip 78332

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☒ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: _____

Reason for Request: Removal of easement that is not being used, to better suit the needs of the lot. Easement rest solely on applicant's property.

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: Easement to be vacated is currently not in use. No affect taken.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- AT&T
- Atmos Energy
- Suddenlink Cable TV Co.
- Oncor Electric
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Fesco Ltd. 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 January, 2025, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

****Application will not be considered for scheduling until reviewed by a planner.****

Signatures		
Applicant (signature): Steven Findley		Date: 1-21-2025
Affected Property Owners:		
Signature:	Print:	Date:
Signature:	Print:	Date
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey ☑ Survey in Digital Format (PDF/JPEG)

☑ Application Fee

Check # Invoiced

Received By: [signature] Date: RECEIVED JAN 23 2025

Initials: _____

****Application will not be considered for scheduling until reviewed by a planner.****

VACATION OF
A 0.170-ACRE UTILITY EASEMENT IN SECTION 7, BLOCK 39, T-2-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 61 IN MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CAB. "J", PG. 61 PLAT RECORDS OF MIDLAND COUNTY, TEXAS

LEGEND:

△ = Calculated Point.

● = Found 1/2" iron rod with a cap marked "WEST CO.".

M.C.P.R. = Midland County Plat Records
M.C.D.R. = Midland County Deed Records
() = Record Calls

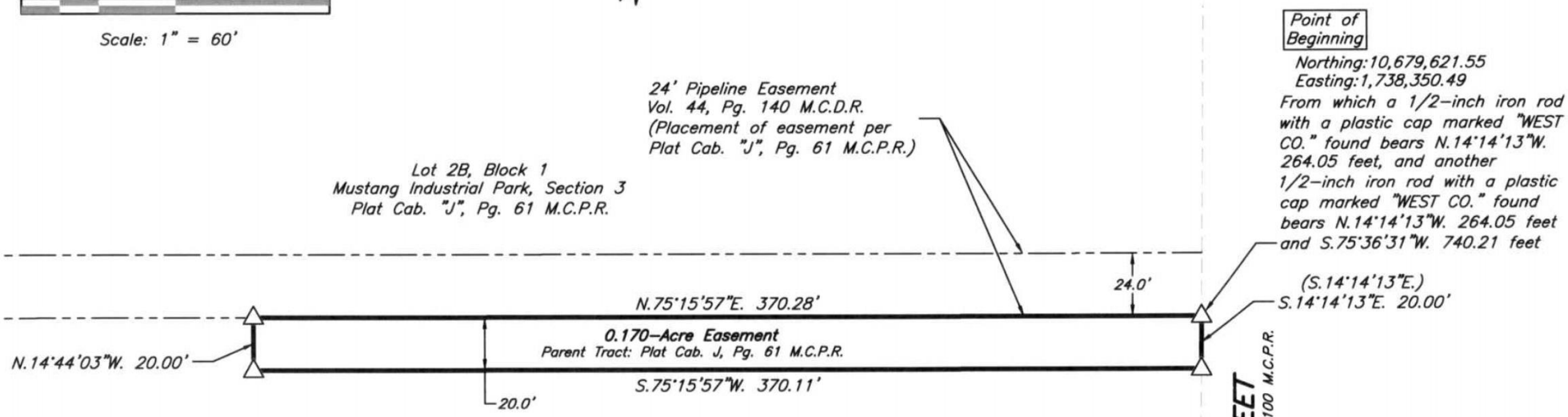
= Tract/Easement Limits Boundary Line

= Tract Adjoiner Lines

= Exisiting Easement Line

0 60' 120'

Scale: 1" = 60'



SURVEYOR'S REPORT:

1. Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, NAD83.
2. Distances reported hereon are at grid.
3. Areas reported hereon are based on calculations made at grid distances.
4. This survey was prepared without the benefit of a current title report/commitment. there may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
5. This plat is invalid unless it bears the surveyor's original seal and signature.
6. A metes and bounds description accompanies this plat.

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

I, the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-the-ground survey performed by me or under my supervision and completed on January 22, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

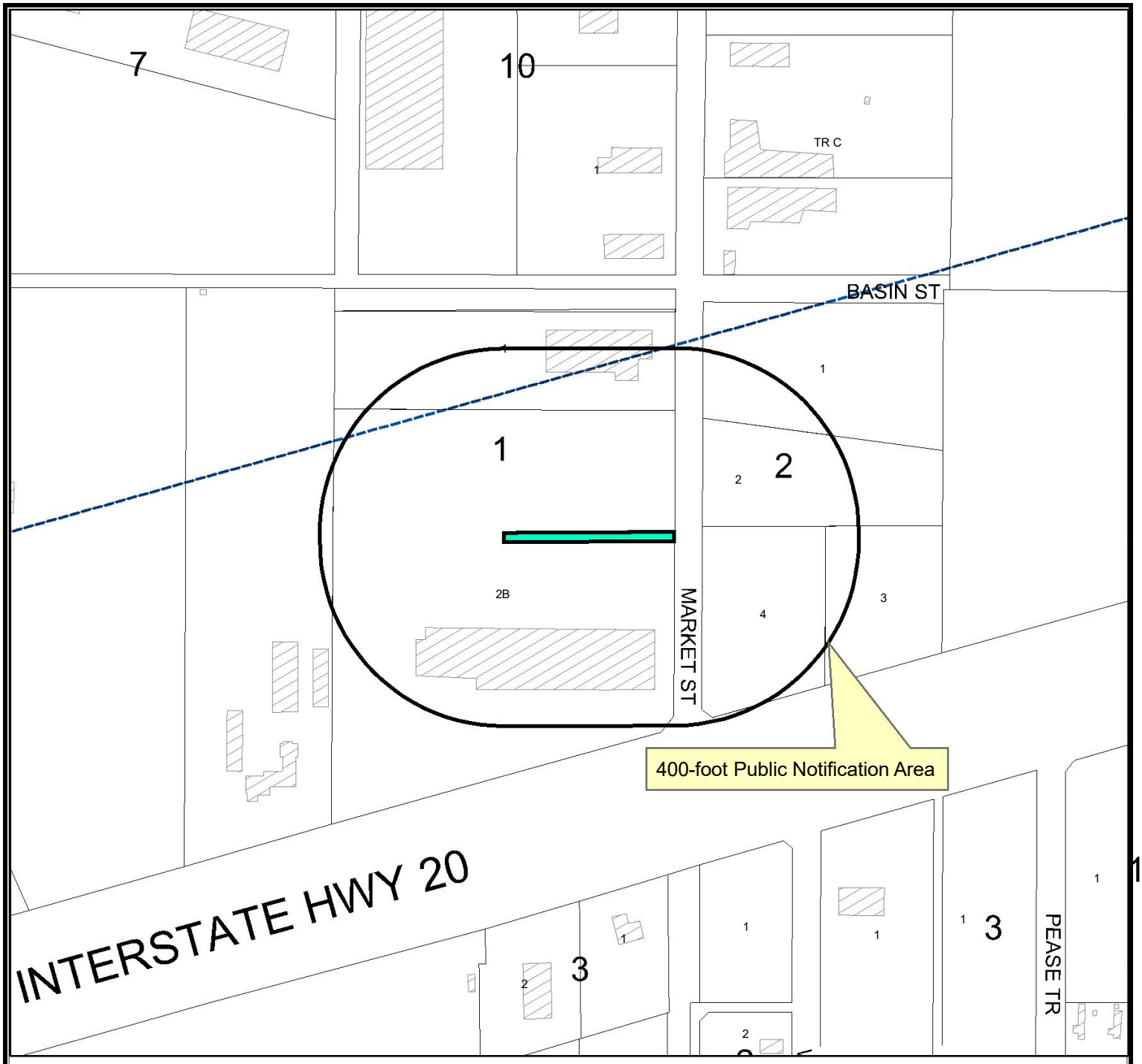
Franklin Leamons
R.P.L.S. 6889

Jan. 22, 2025
Date

Page 2 of 2
See Pages 1 for Metes and Bounds

Parkhill

TBPELS FIRM REGISTRATION NO. 10194091



Location Map

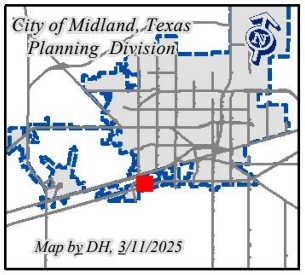
V-25-0067 **Scale: 1" = 310'**

Consider a request by Fesco Ltd. for a vacation of a 0.170-acre portion of public utility easement located in Lot 2B, Block 1, Mustang Industrial Park, Section 3, City and County of Midland, Texas.

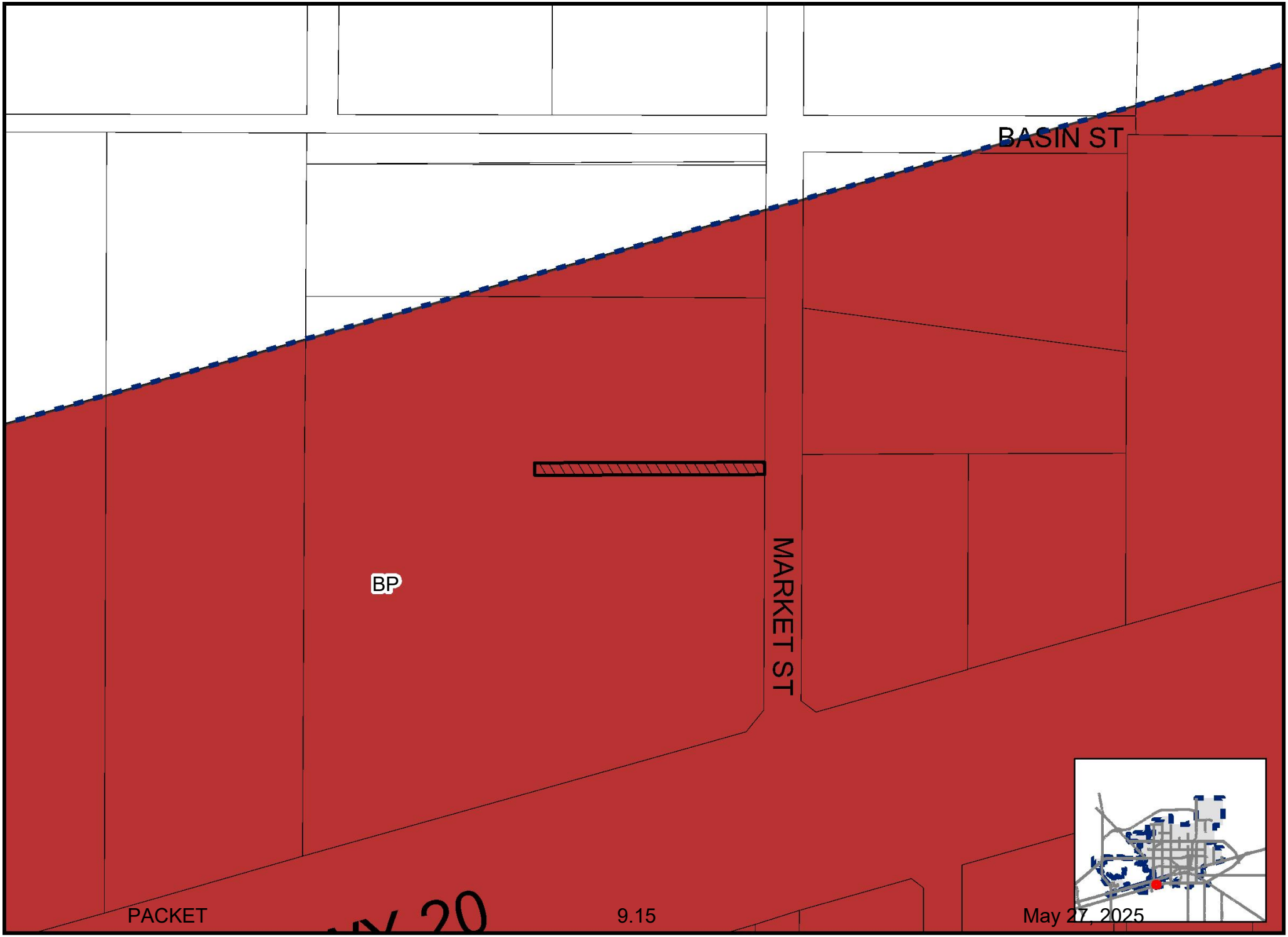
Generally located at the northwest corner of the intersection of Market Street and West Interstate 20. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY 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 DH, 2/10/2025

V--25-0067

Scale: 1" = 194'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

Outlook

Re: V-25-0067

From Ruben Guerra <ruben.guerra@astound.com>
Date Mon 3/24/2025 3:23 PM
To Daniel Humbert <dhumbert@midlandtexas.gov>

After looking at the Astound maps I do not see any services in that area.

Thank You
Ruben Guerra
Construction Coordinator
O: 432-272-3088
C: 432-653-9369
Ruben.Guerra@astound.com
Astound Business Solutions
Powered by RCN | Grande | Wave
astound.com

On Mon, Mar 24, 2025 at 2:02 PM Daniel Humbert <dhumbert@midlandtexas.gov> wrote:

> **Thank you,**
>
> **Daniel Humbert**
> **Development Services**
> *Senior Planner*
> (432) 685-7902
> 300 N. Loraine Midland, TX

From: Daniel Humbert
Sent: Monday, March 24, 2025 1:54 PM
To: Ruben Guerra <ruben.guerra@astound.com>
Subject: V-25-0067

Good afternoon Mark,

Please provide comments for this vacation at your earliest convenience.

Thank you,

Daniel Humbert
Development Services
Senior Planner
(432) 685-7902
300 N. Loraine Midland, TX

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

April 10, 2025

RE: Tarrant County – City of Midland
Mustang Industrial Park, Section 3, Block 1, Lot 2B
Release of 20-ft Utility Easement north side of property

In response to the request for the Release on a portion of the 20-ft Utility Easement Utility Easement on the middle of Lot 2B, Southwestern Bell Telephone Company, LLC, d/b/a AT&T Texas, has no objections to the requested abandonment/release as shown on the attached sketch.

Utility Easement found in Midland County Clerk Records in Document Number 2015-20155055.

Please let me know if you have any questions.

Sincerely,

Melina McElyea

Melissa McElyea
AT&T – Manager Engineering – Right-of-Way
817-718-4055
ms2841@att.com

VACATION OF
A 0.170-ACRE UTILITY EASEMENT IN SECTION 7, BLOCK 39, T-2-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 61 IN MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CAB. "J", PG. 61 PLAT RECORDS OF MIDLAND COUNTY, TEXAS

LEGEND:

△ = Calculated Point.

● = Found 1/2" iron rod with a cap marked "WEST CO.".

M.C.P.R. = Midland County Plat Records
M.C.D.R. = Midland County Deed Records
() = Record Calls

= Tract/Easement Limits Boundary Line

= Tract Adjoiner Lines

= Exisiting Easement Line

0 60' 120'

Scale: 1" = 60'

N

Point of Beginning
Northing: 10,679,621.55
Easting: 1,738,350.49
From which a 1/2-inch iron rod with a plastic cap marked "WEST CO." found bears N.14°14'13"W. 264.05 feet, and another 1/2-inch iron rod with a plastic cap marked "WEST CO." found bears N.14°14'13"W. 264.05 feet and S.75°36'31"W. 740.21 feet

24' Pipeline Easement
Vol. 44, Pg. 140 M.C.D.R.
(Placement of easement per Plat Cab. "J", Pg. 61 M.C.P.R.)

Lot 2B, Block 1
Mustang Industrial Park, Section 3
Plat Cab. "J", Pg. 61 M.C.P.R.

24.0'

N.75°15'57"E. 370.28'

0.170-Acre Easement
Parent Tract: Plat Cab. J, Pg. 61 M.C.P.R.

N.14°44'03"W. 20.00'

S.75°15'57"W. 370.11'

20.0'

(S.14°14'13"E.)
S.14°14'13"E. 20.00'

MARKET STREET
60' R-O-W, Plat Cab. C, Pg. 100 M.C.P.R.

SURVEYOR'S REPORT:

1. Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, NAD83.
2. Distances reported hereon are at grid.
3. Areas reported hereon are based on calculations made at grid distances.
4. This survey was prepared without the benefit of a current title report/commitment. there may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
5. This plat is invalid unless it bears the surveyor's original seal and signature.
6. A metes and bounds description accompanies this plat.

STATE OF TEXAS
REGISTERED
FRANKLIN A. LEAMONS
6889
PROFESSIONAL
LAND SURVEYOR

I, the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-the-ground survey performed by me or under my supervision and completed on January 22, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

Franklin Leamons
R.P.L.S. 6889

Jan. 22, 2025
Date

Page 2 of 2
See Pages 1 for Metes and Bounds

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Daniel Humbert
Senior Planner/Planning Div.
300 N. Loraine
Midland, Texas 79701

March 26, 2025

Re: Case Name: 5000 West 20
Case Number: V-25-0067

Mr. Humbert,

Atmos Energy has no objection to the above-referenced changes to the 0.170 Acre utility easement located West of Market Street in Midland. We currently have no active lines or facilities located within the easement proposed to be vacated.
Please let me know if you have any further questions.

Sincerely,

Mark Lieb

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

Outlook

RE: V-25-0067

From Cavazos, Ryan <Ryan.Cavazos@oncor.com>
Date Mon 3/24/2025 3:10 PM
To Daniel Humbert <dhumbert@midlandtexas.gov>; Allen, Danny <Daniel.Allen@oncor.com>; Owens, Ej <Ezekiel.Owens@oncor.com>; Genthe, Scott <Scott.Genthe2@oncor.com>; Arguello, Martin <Martin.Arguello@oncor.com>

Thanks Daniel,

Oncor does not have any facilities within this easement requesting to be vacated.

Thanks,

Ryan Cavazos
Oncor | Distribution Engineering
Cell: 432.215.9201

My Director: Hannah Hamilton
Cell: 432-894-4601 Email: Hannah.Hamilton@oncor.com

From: Daniel Humbert <dhumbert@midlandtexas.gov>
Sent: Monday, March 24, 2025 2:02 PM
To: Cavazos, Ryan <Ryan.Cavazos@oncor.com>; Allen, Danny <Daniel.Allen@oncor.com>; Owens, Ej <Ezekiel.Owens@oncor.com>; Genthe, Scott <Scott.Genthe2@oncor.com>; Arguello, Martin <Martin.Arguello@oncor.com>
Subject: Re: V-25-0067

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

Yes sir, sorry about that.

Thank you,

Daniel Humbert
Development Services

Senior Planner

(432) 685-7902

300 N. Loraine Midland, TX

From: Cavazos, Ryan <Ryan.Cavazos@oncor.com>
Sent: Monday, March 24, 2025 1:59 PM
To: Daniel Humbert <dhumbert@midlandtexas.gov>; Allen, Danny <Daniel.Allen@oncor.com>; Owens, Ej <Ezekiel.Owens@oncor.com>; Genthe, Scott <Scott.Genthe2@oncor.com>; Arguello, Martin <Martin.Arguello@oncor.com>
Subject: RE: V-25-0067

Daniel,

Is there an exhibit we can reference? The attached file has the description only.

Thanks!

Ryan Cavazos
Oncor | Distribution Engineering
Cell: 432.215.9201

My Director: Hannah Hamilton
Cell: 432-894-4601 Email: Hannah.Hamilton@oncor.com

From: Daniel Humbert <dhumbert@midlandtexas.gov>
Sent: Monday, March 24, 2025 1:54 PM
To: Cavazos, Ryan <Ryan.Cavazos@oncor.com>; Allen, Danny <Daniel.Allen@oncor.com>; Owens, Ej <Ezekiel.Owens@oncor.com>; Genthe, Scott <Scott.Genthe2@oncor.com>; Arguello, Martin <Martin.Arguello@oncor.com>
Subject: V-25-0067

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

Good afternoon,

Please provide comments for this vacation at your earliest convenience.

Thank you,

Daniel Humbert

Development Services

Senior Planner

(432) 685-7902

300 N. Loraine Midland, TX

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Outlook

Re: External E-mail - Re: V-25-0067

From Daniel Humbert <dhumbert@midlandtexas.gov>
Date Tue 3/25/2025 2:19 PM
To Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>

Confirmed and thank you sir!

Thank you,

Daniel Humbert
Development Services
Senior Planner
(432) 685-7902
300 N. Loraine Midland, TX

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Tuesday, March 25, 2025 10:16 AM
To: Daniel Humbert <dhumbert@midlandtexas.gov>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: RE: External E-mail - Re: V-25-0067

Nevermind Daniel, I found it.
Optimum doesn't have any plant at that location. Vacate is good to go.

From: Daniel Humbert <dhumbert@midlandtexas.gov>
Sent: Monday, March 24, 2025 2:02 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: External E-mail - Re: V-25-0067

Caution: This is an external email and may contain suspicious content. Please do not click links or attachments unless you recognize the sender and know the content is safe

Thank you,

Daniel Humbert
Development Services
Senior Planner
(432) 685-7902
300 N. Loraine Midland, TX

From: Daniel Humbert
Sent: Monday, March 24, 2025 1:55 PM
To: Luis.montez@alticeusa.com <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: V-25-0067

Good afternoon,

Please provide comments for this vacation at your earliest convenience.

Thank you,

Daniel Humbert
Development Services
Senior Planner
(432) 685-7902
300 N. Loraine Midland, TX

The information transmitted in this email and any of its attachments is intended only for the person or entity to which it is addressed and may contain information concerning Altice USA and/or its affiliates and subsidiaries that is proprietary, privileged, confidential and/or subject to copyright. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient(s) is prohibited and may be unlawful. If you received this in error, please contact the sender immediately and delete and destroy the communication and all of the attachments you have received and all

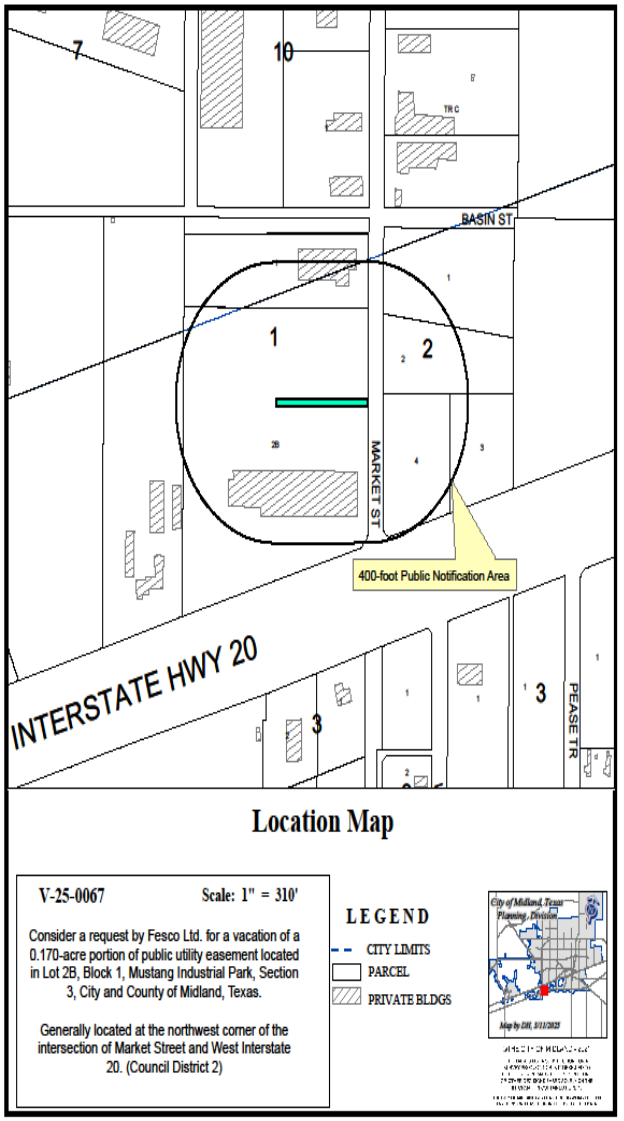
copies thereof.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.


MIDLAND
Be the Energy!
EASEMENT RELEASE
5000 WEST I-20
Visit Our Website
MIDLANDTEXAS.GOV

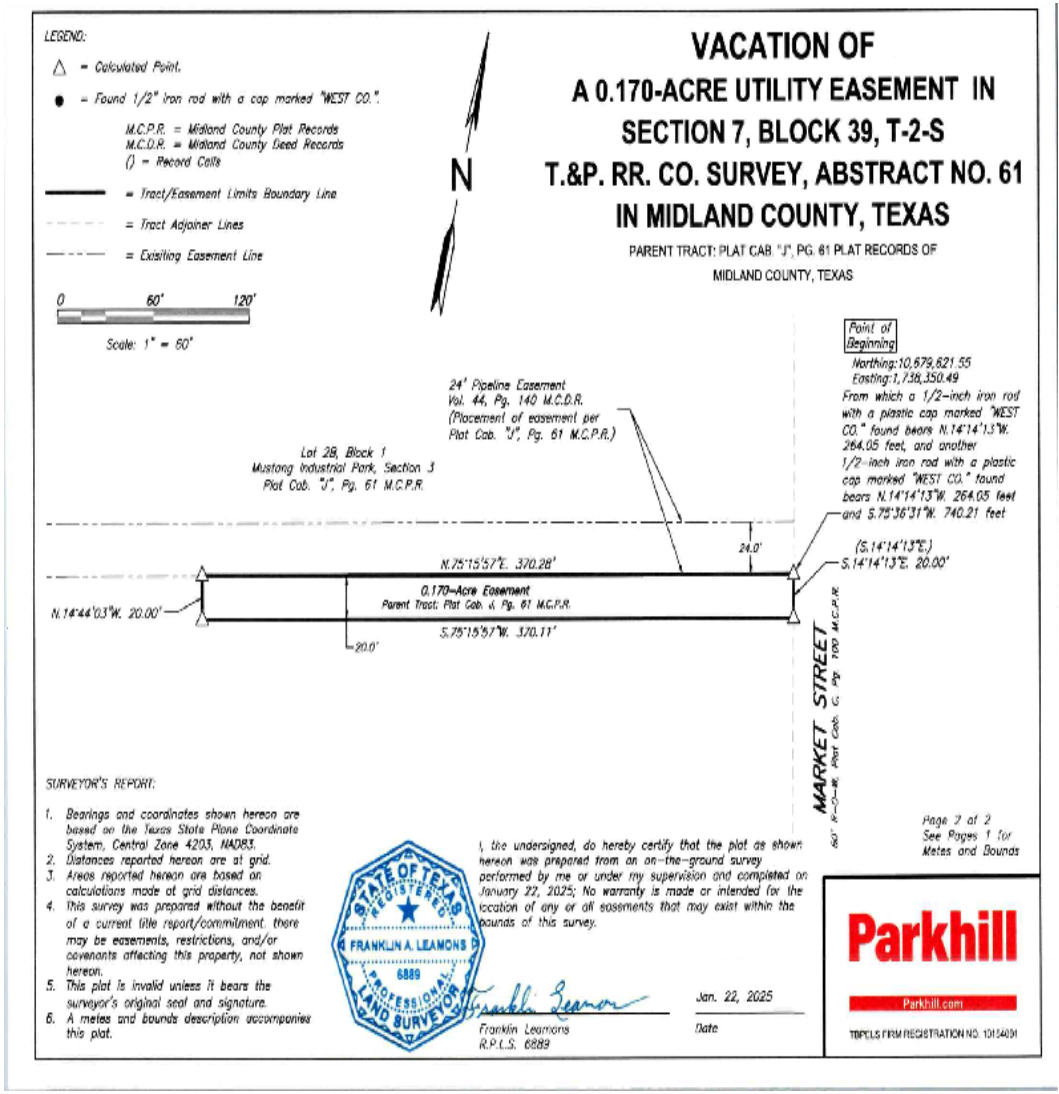
APPLICATION SUMMARY

- **Property Owner & Developer:** Fresco LTD.
- **Representative:** Parkhill
- **Application Type:** Easement Release
- **Address:** 5000 West I-20

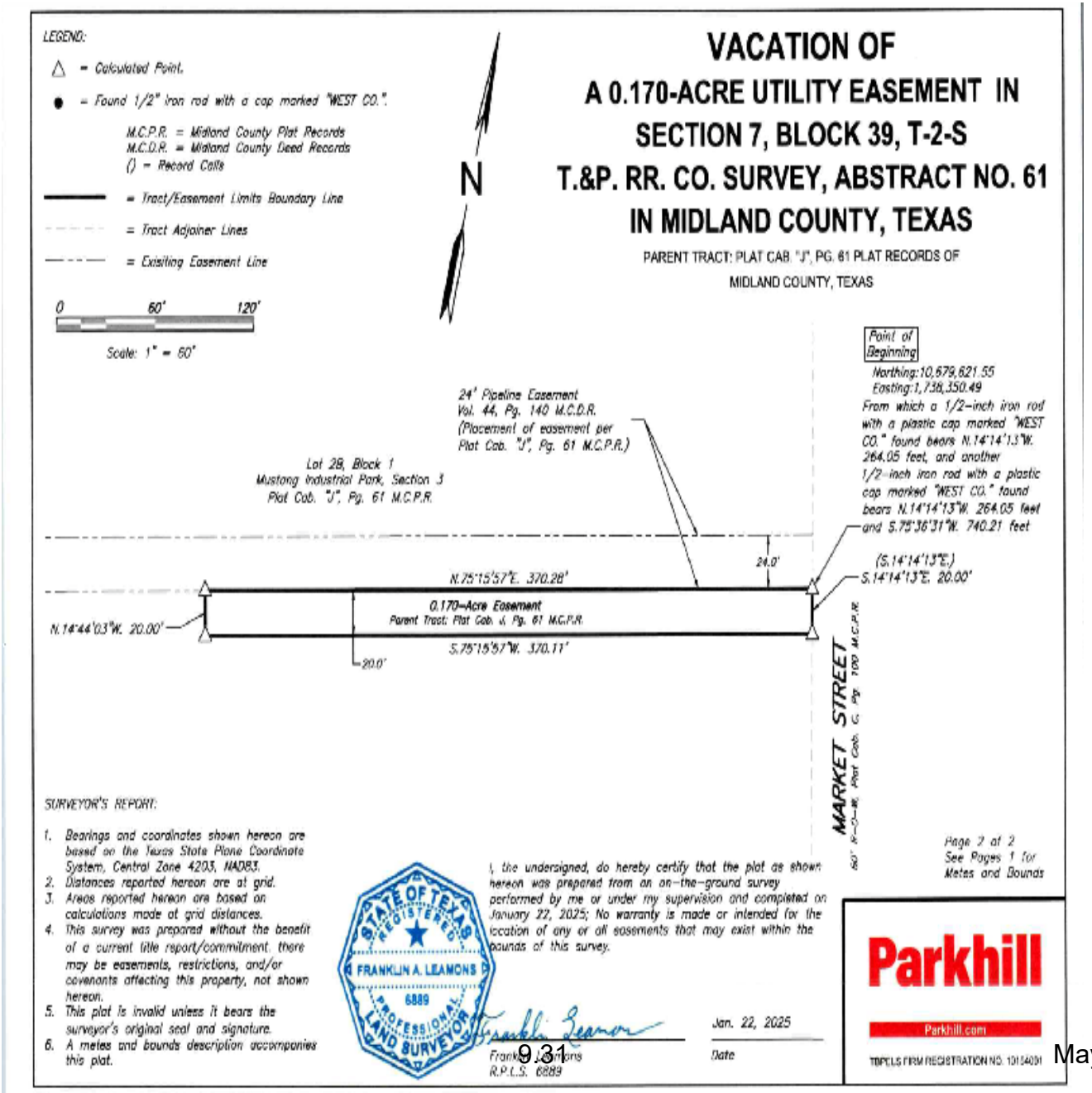


PLAT DETAILS

- **Acreage:** 0.170-acres
- **Reason for Request:** To better suit the needs of the lot



SURVEY



LEGEND:

△ = Calculated Point.

● = Found 1/2" iron rod with a cap marked "WEST CO.".

M.C.P.R. = Midland County Plat Records
M.C.D.R. = Midland County Deed Records
() = Record Calls

= Tract/Easement Limits Boundary Line

= Tract Adjoiner Lines

= Existing Easement Line

0 60' 120'

Scale: 1" = 60'

N

VACATION OF
A 0.170-ACRE UTILITY EASEMENT IN SECTION 7, BLOCK 39, T-2-S T.&P. RR. CO. SURVEY, ABSTRACT NO. 61 IN MIDLAND COUNTY, TEXAS

PARENT TRACT: PLAT CAB. "J", PG. 61 PLAT RECORDS OF MIDLAND COUNTY, TEXAS

Point of Beginning
Northing: 10,679,621.55
Easting: 1,738,350.49
From which a 1/2-inch iron rod with a plastic cap marked "WEST CO." found bears N.14°14'13"W. 264.05 feet, and another 1/2-inch iron rod with a plastic cap marked "WEST CO." found bears N.14°14'13"W. 264.05 feet and S.75°36'31"W. 740.21 feet

24' Pipeline Easement
Vol. 44, Pg. 140 M.C.D.R.
(Placement of easement per Plat Cab. "J", Pg. 61 M.C.P.R.)

Lot 28, Block 1
Mustang Industrial Park, Section 3
Plat Cab. "J", Pg. 61 M.C.P.R.

N.75°15'57"E. 370.28'

0.170-Acre Easement
Parent Tract: Plat Cab. J, Pg. 61 M.C.P.R.

S.75°15'57"W. 370.11'

N.14°44'03"W. 20.00'

24.0'

20.0'

(S.14°14'13"E.)
S.14°14'13"E. 20.00'

MARKET STREET
80' R.O.W., Plat Cab. G, Pg. 100 M.C.P.R.

SURVEYOR'S REPORT:

1. Bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone 4203, NAD83.
2. Distances reported hereon are at grid.
3. Areas reported hereon are based on calculations made at grid distances.
4. This survey was prepared without the benefit of a current title report/commitment. there may be easements, restrictions, and/or covenants affecting this property, not shown hereon.
5. This plat is invalid unless it bears the surveyor's original seal and signature.
6. A metes and bounds description accompanies this plat.

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

I, the undersigned, do hereby certify that the plat as shown hereon was prepared from an on-the-ground survey performed by me or under my supervision and completed on January 22, 2025; No warranty is made or intended for the location of any or all easements that may exist within the bounds of this survey.

Franklin Leamons
Franklin A. Leamons
R.P.L.S. 6889

Jan. 22, 2025
Date

Page 2 of 2
See Pages 1 for Metes and Bounds

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10154301

MIDLAND Be the Energy!

LAND USE

- **Current use:** Fresco LTD (Oilfield equipment)
- **Proposed use:** Fresco LTD (Oilfield equipment)
- **Surrounding uses:**
  - **North/West:** Industrial companies
  - **East:** Vacant
  - **South:** Interstate 20 and Industrial companies



STAFF RECOMMENDATION

- Staff recommends approval of this Easement release.



MISSION

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



City Council Meeting

Item Number: 10

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: MOTION AUTHORIZING THE EXECUTION OF A COMMERCIAL HANGAR LEASE AGREEMENT WITH STARFIGHTERS INTERNATIONAL, INC., REGARDING THAT CERTAIN 33,700 SQUARE-FOOT FACILITY LOCATED ON PORTIONS OF LOT 2A, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL ADDITION, AND LOT 3B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT: 4) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH QUALITY JOBS)

Purpose:

To approve a one-year Commercial Hangar Lease Agreement between the City of Midland and Starfighters International, Inc. for a currently vacant 33,700-square-foot hangar and non-exclusive use of adjacently located ramp area at the Midland International Air & Space Port. The lease serves as a temporary facility supporting the company's relocation and expansion plans as outlined in its Economic Development Agreement with the Midland Development Corporation (MDC).

Recommended City Council Action:

Approve

Fiscal Impact:

Monthly rent to the City: $18,535 ($0.55/sf), totaling $222,420 annually; and the City will contribute up to $95,000 toward initial repairs (e.g., HVAC, plumbing, flooring, drywall) but is not responsible for ongoing maintenance or utilities.

Strategic Priority:

(Strong Economy with Quality Jobs)

Discussion:

Starfighters International is in the process of expanding its aerospace operations to Midland from Cape Canaveral. The company's relocation is guided by a performance-based incentive agreement with the MDC that includes job creation targets, and asset relocation benchmarks.

This lease provides a short-term solution that allows Starfighters to immediately begin operations while the plans for a long-term facility are being developed. The lease:

- Covers the period from June 1, 2025, to May 31, 2026, with the option for up to four one-year renewals.
- Grants use of the building "as-is" with limited City repair obligations capped at $95,000.
- Allows for fuel storage, with a required fueling agreement executed concurrently.
- Does not allow subleasing or assignment without City approval.
- Contains standard provisions for use restrictions, insurance, indemnity, and compliance with airport regulations.

This lease complements the MDC's economic development efforts and supports Midland's growing role in commercial space and aeronautics.

City Manager's Office

COMMERCIAL HANGAR LEASE AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND STARFIGHTERS INTERNATIONAL, INC.

THIS COMMERCIAL HANGAR LEASE AGREEMENT ("Agreement") is made effective this 1st day of June, 2025, by and between the CITY OF MIDLAND, TEXAS, a home rule municipal corporation ("City"), and STARFIGHTERS INTERNATIONAL, INC., ("Lessee").

RECITALS

WHEREAS, City owns and operates the Midland International Air & Space Port, located in the City of Midland, Texas (the "Airport"), and;

WHEREAS, Lessee desires to lease certain City-owned facilities and land at the Airport to engage in the business of aeronautics and provide certain aeronautical services, and Lessee desires to provide certain aviation services to the public as hereinafter permitted; and

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows:

ARTICLE 1. GRANT OF LEASE

1.01 **Leased Premises:** City agrees to lease to Lessee that certain 33,700 square-foot facility located on portions of Lot 2A, Block 11, Midland International Airport Industrial Addition, and Lot 3B, Block 11, Midland International Airport Industrial Addition, Section 6 City and County of Midland, Texas at the Midland International Air & Space Port (the "Leased Premises"), together with nonexclusive use of a portion of the adjacent ramp area, all as more particularly depicted on **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

1.02 **Easements:** This Agreement shall be subject to such easements, rights-of-way, drill sites, or other rights or reservations affecting the Leased Premises which are of record or are clearly visible as of the date of this Agreement, or which are shown on **Exhibit A**.

1.03 **Acceptance of Leased Premises:** Lessee accepts the Leased Premises, buildings and improvements, including all fixtures, apparatus and equipment located therein **"AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY THE CITY OF MIDLAND THAT THE BUILDINGS ARE FIT FOR A PARTICULAR PURPOSE.** LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY CITY WITH RESPECT TO THE CONDITION OF THE BUILDINGS, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE BUILDINGS. LESSEE ALSO RECOGNIZES BY EXECUTING THE LEASE, THAT THE LESSEE IS AGREEING TO LEASE THE BUILDINGS **"AS IS"** THAT LESSEE AGREES TO MAKE ITS OWN APPRAISAL OF THE BUILDINGS AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE BUILDINGS LEASED. IN NO EVENT SHALL A LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE

LESSEE WILL TAKE THE BUILDINGS UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED **"AS IS"** AND WITH ALL FAULTS.

1.04 **Delivery and Repair Obligations:** Notwithstanding Article 1.03, City shall:

(a) Deliver the Leased Premises in broom-clean condition;
(b) Ensure the HVAC, electrical, and plumbing systems are operable and in good condition and repair;
(c) Ensure the water, sewer, and gas connections are operable and in good condition and repair;
(d) Clean, replace, or remove, as necessary, dirty or damaged carpeting throughout the Leased Premises, and, where applicable, clean and refinish flooring beneath carpet; and
(e) Repair all major damage to drywall, fixtures, mirrors, doors, and paint throughout the Leased Premises as necessary.

The parties acknowledge and agree that Lessee intends to take possession of the Leased Premises immediately following the commencement of the Lease Term, which will not allow City sufficient time to complete the certain obligations referenced in this Article 1.04 before Lessee takes possession of the Leased Premises. Accordingly, except for the obligations referenced in Article 1.04(a)-(c), City shall have a reasonable amount of time following the commencement of the Lease Term and Lessee's occupation of the Leased Premises to complete the delivery and repair obligations referenced in this Article 1.04. City shall not be in breach of this Agreement for failure to comply with the obligations referenced in Article 1.04(d)-(e) so long as City uses commercially reasonable efforts to continuously and diligently pursue completion of the work associated with these obligations. Any determination as to: (i) the condition of the Leased Premises, its systems, connections, and facilities; and (ii) the necessity to replace any items or of any proposed repair work and the quality of the same shall be in the reasonable and good faith discretion of City.

Notwithstanding the foregoing, the City's total financial obligation for the repair and delivery items described in this Article 1.04 shall not exceed Ninety-Five Thousand Dollars ($95,000.00) in the aggregate. Any costs exceeding this amount shall require the City's prior written approval, which may be withheld in its sole discretion.

ARTICLE 2. TERM LEASE AGREEMENT

The term of this Agreement shall commence on June 1, 2025, and terminate at midnight on May 31, 2026 (the "Lease Term"), unless terminated earlier or later pursuant to the provisions of this Agreement. This Agreement may be extended on a year-to-year basis upon the mutual written consent of the parties; provided, however, that the Lease Term may only be extended a total of four (4) times for a maximum potential Lease Term of five (5) years.

ARTICLE 3. RENT

3.01 **Amount of Base Rent:** During the Lease Term, Lessee agrees to pay monthly to City rent for the Leased Premises as follows: $0.55 per square foot (33,700) for a total of **$18,535.00 per month.** Rent shall be due on the first day of each month. For purposes of this Agreement, the amount of square footage for ground and facilities being rented is agreed by the parties to be as set forth in **Exhibit A**.

3.02 **Rental Adjustments:** It is agreed and understood that provision must be made herein for an adjustment of rentals annually. Therefore, beginning on June 1, 2026, and on each annual anniversary of that date thereafter during the Lease Term, the monthly Base Rent set forth in Section 3.01 shall be increased only in the same proportion or percentage by which the cost of living has been increased as reflected by the Consumer Price Index for All Items, as maintained by the United States Government's Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth SMA; such increase being measured by comparison with such cost-of-living indices at the beginning of the Lease Term, as compared with the indices at the end of the first 12-month period of the Lease Term. In no event shall the monthly payment due be less than $18,535.00.

3.03 **Delivery of Rent:** All payments required of Lessee by this Agreement shall be delivered by mail, or in person, to the Office of the Director of Airports, Midland International Air & Space Port, 9506 LaForce Boulevard, P. O. Box 60305, Midland, Texas 79711, or to such other location as specified in writing by City from time to time, no later than the date such payment is due, unless such due date falls on a Saturday, Sunday, or City holiday, in which case such rent shall be due on the first City business day following the date such payment is due.

3.04 **Delinquent Rent Payments:** All rent and other payments which are past due more than five (5) days shall accrue simple interest at the rate of (i) eight percent (8.0%) annually, or (ii) the maximum percentage rate allowed by law, whichever is less. Notwithstanding anything to the contrary in this Article 3.04, if at the time performance of the provisions set forth in this Article 3.04 becomes due, the interest to be paid in accordance with this Article 3.04 exceeds the limits on the payment of interest established by law, then the amount of interest to be paid shall be reduced to the maximum limit allowed by law; furthermore, if, from any circumstances, City should ever receive as interest an amount that would exceed the highest lawful rate, the amount that would be excessive interest shall be applied to the payment of rent owing pursuant to the provisions of this Lease Agreement and not to the payment of interest.

3.05 **Application of Amounts Received:** Payments received shall be applied in the following order: (i) interest accrued for late payments, (ii) late rental charges, (iii) past due rent, beginning with the oldest amount due, (iv) other past due amounts, (v) rent currently due, (vi) other amounts currently due.

3.06 **Other Charges:** Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from Airport use charges, including fuel flowage fees paid on fuel purchased by Lessee, as are levied generally by City directly upon the operation of aircraft, or from automobile parking permit fees for parking areas that are not included within the Leased Premises, or from security fees.

ARTICLE 4. USE OF LEASED PREMISES

4.01 **Permitted Uses:** Lessee shall be permitted to use the Leased Premises for the purpose of conducting for-profit commercial aeronautical services or activities consisting of any or all of the following operations and no others:

(a) Repair and maintenance service for aircraft, airframe, power plant, avionics, instruments, and related equipment;

(b) Storage of fuel and such equipment and materials as may be incidental or necessary to Lessee's operations, including motor vehicles operated and/or owned by Lessee; and

(c) Such other uses as may be permitted in writing by City.

4.02 **Prohibited Uses:** Lessee agrees at all times to comply with the following:

(a) Lessee shall at no time use, or permit the use of, the Leased Premises in a manner that is contrary to applicable federal, state, or local laws, ordinances, rules, or regulations, which shall include, but not be limited to, applicable Federal Aviation Administration rules and regulations and applicable regulations for the use of the Airport as may from time to time be promulgated by City;

(b) Lessee shall not permit any permanent, unshielded light or illumination source to cause glare as viewed from any street, adjacent properties or operating aircraft;

(c) Lessee shall not cause or permit the burial or storage above ground on the Leased Premises of any hazardous waste or materials, as defined by federal or state law, except in accordance with applicable federal, state, or local laws, ordinances, regulations and rules, as may be adopted or amended from time to time;

(d) Lessee shall not cause or permit any use or activity on the Leased Premises which would create a hazardous condition for aircraft operating at the Airport;

(e) Lessee shall not allow the Leased Premises to be used for parking of motor vehicles, motorcycles, or motor driven equipment by anyone other than customers, employees, or contractors of Lessee except as may be authorized by the Director of Airports, with all such parking being limited to areas designated by the Department of Airports for such parking. Lessee shall not be in default for the improper parking of vehicles over which neither Lessee nor any of its subtenants, customers, employees, or contractors have any control;

(f) Lessee shall not operate, nor permit the operation of, a car rental business from the Leased Premises, unless the Lessee or the operator of said car rental business has executed a car rental concession or permit agreement with City; and

(f) Lessee shall not allow scheduled airline passenger operations to be conducted on the Leased Premises.

4.03 **Compliance with Minimum Standards:** All activities conducted upon the Leased Premises, whether by Lessee or its sublessees, shall be in substantial conformance with City's Minimum Standards for Aeronautical Activities, as such standards exist or may be duly amended from time to time by the City Council to the extent that such Minimum Standards may apply to Lessee's operations. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Minimum Standards for Aeronautical Activities which would apply to Lessee's operations.

4.04 **Non-exclusive Uses:** Lessee understands and acknowledges that, as to that part of the Airport not included within the Leased Premises, the allowable uses permitted herein are on a non-exclusive basis with respect to other potential providers of aeronautical services at the Airport.

4.05 **Execution of Fueling Agreement:** The parties acknowledge that Lessee's contemplated use of the Leased Premises will involve on-site fuel storage necessary to conduct its commercial aviation operations. Accordingly, and as a condition of entering this Agreement, Lessee shall, contemporaneously with the execution hereof, execute an *Airport Fueling Agreement for Corporate Non-Commercial Hangar Tenants* that governs Lessee's storage and dispensation of aviation propellants and fuels on the Leased Premises (the "Fueling Agreement"). The form of the Fueling Agreement being in a form substantially similar to that of **Exhibit B**, which is attached hereto and incorporated herein for all purposes. The Fueling Agreement shall be coterminous with the Lease Term. Any breach or default under the Fueling Agreement by Lessee shall also be considered a breach or default under this Agreement; any breach or default under this Agreement shall also be considered a breach or default of under Fueling Agreement.

ARTICLE 5. OBLIGATIONS OF LESSEE WITH REGARD TO CONSTRUCTION OF IMPROVEMENTS

5.01 **Approval of Plans Not Assurance of Design Quality:** The approval by the Director of Airports of any plans and specifications applies only to the conformity of such plans to the general architectural and operational plan for the Leased Premises and the Airport. The approval of the Director of Airports does not constitute approval of the quality of the architectural or engineering work performed. Neither City nor the Director of Airports assumes any liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications. Construction of any contemplated improvements shall be in accordance with the plans presented to and approved by the Director of Airports. All construction work shall be subject to inspection by a representative employed by City or an inspector from the Development Services Department of City, or both, to determine that such work conforms to the plans and specifications approved by City.

5.02 **Contractor's Insurance; Bonds:** At any time construction activities are undertaken on the Leased Premises, Lessee shall require that its contractor or contractors keep in force insurance issued by a responsible insurance company or companies authorized to conduct business in the State of Texas insuring the improvements during construction under Completed Builder's All-Risk Insurance, including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the full insurable value of such construction as the same progresses in order to insure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. **ALL INSURANCE SHALL NAME THE CITY OF MIDLAND AS AN ADDITIONAL INSURED AND CO-PAYEE, AND PROVIDE FOR A WAVIER OF SUBROGATION IN FAVOR OF THE CITY OF MIDLAND.** Lessee shall require all contractors performing construction work on the Leased Premises to provide payment and performance bonds issued by a responsible bonding company or companies authorized to conduct business in the State of Texas for the full amount of the cost of the construction to be performed on forms which are in compliance with Tex. Gov't Code Ch. 2253, as amended. The foregoing shall be made a part of any contract between Lessee and its contractor or contractor. In the event Lessee does not complete the construction work itself; it shall comply with the all-risk insurance provisions hereof.

5.03 **Compliance With Building Codes and Federal Standards:** All improvements made to the Leased Premises by Lessee shall comply with all applicable City Building Codes and federal

standards for construction of airport improvements in effect at the time construction commences as well as all other applicable federal aviation regulations, if any.

5.04 **Encumbrance of Leasehold Estate:** Lessee shall at no time encumber or attempt to encumber its leasehold interest in the Leased Premises by deed of trust, mortgage, security agreement or other security interest.

5.05 **Ownership of Buildings, Improvements and Fixtures:** Any and all buildings, improvements (including, but not limited to all aprons, taxiways and roadways), additions, alterations, and fixtures existing at the commencement of the Lease Term or constructed or placed on any part of the Leased Premises during the Lease Term by City or Lessee, shall be considered part of the real property of the Leased Premises, shall remain on the Leased Premises, and shall not be removed by Lessee or any sublessee without the written consent of City. All improvements, additions, alterations, and fixtures on the Leased Premises shall become the sole property of City upon termination of this Agreement without compensation to Lessee, it being understood and agreed by Lessee that the transfer of title to City of the buildings and improvements located on the Leased Premises at the end of the Lease Term is additional consideration for this Agreement. Notwithstanding the above, Lessee shall have the right at any time during Lessee's occupancy of the Leased Premises, or within a reasonable time thereafter, to remove any and all furniture, machinery, equipment, but not fixtures owned or placed by Lessee, in, under, or on the Leased Premises; provided, however, prior to the termination of the Lease Term, Lessee shall repair any damage to any buildings or improvements on the Leased Premises resulting from their removal. Any such personal property items which are not removed within sixty (60) days after the termination date of this Agreement shall become the property of City as of that date.

5.06 **Taxes, Assessments, and Fees:** Lessee shall pay and discharge all taxes, of any kind, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises, the Improvements located thereon and/or the Activities conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. Lessee acknowledges and understands that it holds record title to the Improvements on the Leased Premises, and the Improvements shall be taxed under Lessee's account in a manner designed to determine the market value of the Improvements as of January 1st of each tax year. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest, and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination. Lessee shall be solely responsible for the payment of all taxes and the payment of taxes shall be in addition to any rental payments.

5.07 **Cost, Expenses and Other Charges:** Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises, the improvements and/or the activities conducted by Lessee, which may arise or become due during the term of this Agreement. Lessee shall be solely responsible for adequate water pressure, and this shall be at Lessee's sole expense. Lessee shall be responsible for all costs associated with providing water for fire suppression and all other water-related issues.

ARTICLE 6. REPAIRS, MAINTENANCE AND RESTORATION

6.01 **Maintenance by City:** City shall, at City's sole discretion and expense, keep in good repair, condition, and appearance the taxiways and roadways that have been or may be constructed by City. City may commence required repairs as soon as reasonably practicable after receiving written notice from Lessee thereof. Except as provided in Article 1.04 above, City shall not be obligated to make repairs, replacements, or improvements of any kind upon the Leased Premises, or to any equipment, merchandise, facilities, or fixtures therein, all of which shall be Lessee's responsibility. The amount and extent of the repairs to be made by City are in City's sole discretion.

6.02 **Maintenance by Lessee:** Lessee shall, at Lessee's sole expense, keep the Leased Premises and all improvements of any kind, which may be existing at the commencement of the Lease Term or erected, installed, or made thereon by Lessee after commencement of the Lease Term in good repair, condition and appearance, normal wear and tear excepted. If the Lessee desires to improve or change the condition of the Leased Premises, the improvements and changes shall be at Lessee's sole cost. Other items of maintenance for which Lessee shall be solely responsible shall include, but not be limited to, the following:

(a) Janitorial services, providing janitorial supplies, window washing, rubbish and trash removal;

(b) Supply and replacement of light bulbs in and on all buildings (except lighting removed for causing obstructions or glare);

(c) Replacement of cracked or broken glass in all buildings;

(d) Cleaning of interior stoppages in interior plumbing fixtures and drain lines up to the first manhole or clean out outside of the exterior of the building where the stoppage occurred;

(e) Replacement of floor carpets or covering;

(f) Maintenance of all doors and door operating systems, including weather stripping and glass replacement;

(g) Painting, repairing, and replacement of interior walls not resulting from structural failure;

(h) Landscaping and grass cutting services within the Leased Premises, including, but not limited to, repair or replacement of exterior building flood lights and planter lights;

(i) Maintenance of all aprons, ramps, and roadways that are constructed by Lessee; and

(j) Maintenance and repair of all air conditioning and utility systems.

Subject to the provisions of Article 5.05, on the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Leased Premises to City in the same condition as received, except for fire and casualty, and ordinary wear and tear.

6.03 **Trash and Waste Removal:** Lessee agrees to cause to be removed from the Leased Premises, at its own expense, all waste, garbage, and rubbish, and agrees not to deposit same on the Leased Premises except temporarily in waste or garbage containers provided by Lessee at Lessee's expense. Lessee further agrees that Lessee will store all parts, supplies, and other materials on the interior of buildings located on the Leased Premises, provided, however, that any parts or supplies which must be kept outside because of volatility of the supply item or the size of the part will be kept out of view of the public traveling on public rights of way or other surrounding tenants by installation of fencing or other means of screening approved by the Director of Airports.

ARTICLE 7. ACCESS TO AND USE OF AIRPORT

7.01 **Access to Airport:** City shall maintain all roads on the Airport giving access to the Leased Premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Leased Premises over said roads at all times; provided, however, City shall not be in default of this Agreement if access is interrupted.

7.02 **Right to Use Airport:** Lessee and Lessee's employees, sublessees, and guests shall have the right to use that part of the Airport and its facilities not included within the Leased Premises in common with others authorized to do so. Such use shall be subject to all applicable federal, state or local laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, lawfully exercising jurisdiction over the Airport or the activities and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

7.03 **Vehicular Operations on the Airfield:** No vehicles of Lessee, its employees, customers, or invitees will be allowed to operate on, or cross, the runways and taxiways and their respective safety areas of the Airport. When necessary, Airport Operations Control Center personnel will provide Lessee escorted access to and from the airfield area.

7.04 **Airport Certification Rules and Regulations:** Lessee shall comply with such rules that pertain to its operation on the Airport under the Airport Certifications Rules of Federal Aviation Regulations Part 139, as amended [14 CFR Part 139, as amended].

7.05 **Airport Security Rules and Regulations:** Lessee, its directors, officers, employees, and contractors shall comply with all federal and local Airport Security Regulations adopted by City or the Department of Airports as such rules and regulations exist or may hereafter be amended. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AND EMPLOYEES, FROM ANY CHARGES, FINES OR PENALTIES THAT MAY BE ASSESSED OR LEVIED BY THE FAA OR TSA BY REASON OF THE NEGLIGENT OR INTENTIONAL FAILURE OF LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS TO COMPLY WITH SUCH AIRPORT SECURITY REGULATIONS.

7.06 **14 C.F.R. Part 77 Requirements:** Lessee agrees to comply with the notification and review requirements set forth in Part 77 of the Federal Aviation Regulations [14 CFR Part 77] in the event any future structure, antenna or building is planned for the Leased Premises, or in the event of any planned modification of any present or future building, antenna or structure located on the Lease Premises.

7.07 **Control of Structures:** Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises which highest point is above a mean sea level elevation established by the FAA and City as a height limitation on such structures or objects. City reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, at Lessee's expense.

7.07 **Aerial Approaches:** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on or adjacent to the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.08 **Right of Over-flight:** There is hereby reserved to City, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.

ARTICLE 8. INSURANCE

8.01 **Lessee's Minimum Insurance Amounts:** Lessee shall obtain and maintain continuously in effect at all times during the Lease Term, at Lessee's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to City:

(a) Property and Casualty Insurance insuring against loss or damage to Lessee's improvements and any and all property being maintained or repaired by Lessee due to fire, lightning and all other perils included in standard extended coverage policies, and vandalism and malicious mischief, all in amounts of not less than one hundred percent (100%) of replacement value;

(b) Commercial General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Leased Premises, or any other portion of the Airport, in at least the amount of $1,000,000.00 per individual, $1,000,000.00 per occurrence and $1,000,000.00 with respect to property, and the statutory limits with respect to worker's compensation.

8.02 **Lessee's Coverage Primary:** All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which the Lessee may carry. Insurance provided pursuant to Article 8.01 shall name City as an additional insured or loss payee as the case may be and provide for a waiver of subrogation in favor of City. The comprehensive general liability policy as provided in Article 8.01(b) shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Lessee in the indemnity and hold harmless provisions included in Article 9 of this Agreement. The Lessee's insurance policies as required by this Agreement shall apply separately to City as if separate policies had been issued to Lessee and City.

8.03 **Contents of General Liability Policy:** Lessee's Comprehensive General Liability policy shall protect City and Lessee against any and all liability to any person or persons whose property damage or personal injury arises out of or is in connection with the occupation, use, or condition

of the Leased Premises or resulting from any injury or damage occurring on or about the roads, driveways or other public areas of the Leased Premises used by Lessees, its trustees, officers, employees, students, invitees, and contractors at the Airport, whether or not such damage or injury is the result of negligence of the Lessee or its officers, employees, representatives, invitees, licensees, contractors, agents, guests, or students.

8.04 **Cancellation:** Certificates of Insurance: Lessee's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to City. Lessee shall furnish to City, annually, Certificates of Insurance showing City as an additional insured and evidencing that all the herein-stated requirements have been met.

8.05 **Insurance Not Limitation on Indemnity:** The amount or amounts of all required policies shall not be deemed a limitation of the Lessee's agreement to indemnify and hold harmless City, its officers and employees in the event Lessee or City, its officers or employees shall become liable in an amount in excess of the amount or amounts of such policies.

8.06 **City's Right to Purchase Insurance:** In the event such insurance as required by Article 8.01, above, shall lapse, City reserves the right to obtain such insurance at Lessee's expense. Upon demand from City, Lessee shall reimburse City for the full amount of the premium paid on Lessee's behalf.

ARTICLE 9. INDEMNITY

LESSEE 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, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LESSEE'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LESSEE 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 EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 LESSEE OR LESSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LESSEE 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.

ARTICLE 10. UTILITIES

Lessee shall be solely responsible for the payment of all water, electric, telephone, refuse, natural gas and other public utility services used on the Leased Premises.

ARTICLE 11. SIGNS

11.01 **Consent Required:** Except with the prior written consent of City's Director of Airports Lessee shall not erect, maintain or display any signs or any advertising at, or on, the exterior part of structures on the Leased Premises, or inside any buildings located on the Leased Premises so as to be visible through the window or exterior doors thereof.

11.02 **Removal on Termination:** Upon the termination of this Agreement, Lessee shall remove, obliterate, or paint out, as City may direct, any and all signs and advertising on the Leased Premises or elsewhere at the Airport, and in connection therewith shall restore the Leased Premises to the same condition as prior to the placement of any such signs or advertising. If there is a failure by Lessee to so remove, obliterate or paint out each and every sign or advertising and so to restore the Leased Premises, City may, at its option, perform the necessary work at the expense of Lessee, and the charge therefor shall be paid by Lessee to City on demand. In certain circumstances, City may elect to allow specific signs to remain as existing at the termination of this Agreement. Such signs shall be identified and agreed upon mutually, in writing, by Lessee and City.

ARTICLE 12. ASSIGNMENT AND SUBLEASING

At no time shall Lessee sublease any portion of the Leased Premises or assign its interests or obligations in this Lease Agreement without the written consent of City. Any such assignment or attempted assignment shall be void *ab initio*.

ARTICLE 13. TAX LIENS

Lessee shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes, including, but not limited to, sales, use, amusement, or excise tax required to be collected and paid over by Lessee to the appropriate taxing authority. Furthermore, Lessee shall be responsible for the payment of any applicable ad valorem taxes and any taxes on Lessee's personal property located on the Leased Premises. Lessee shall at no time permit the foreclosure of any tax liens to Lessee's leasehold interest in the Leased Premises or the buildings, fixtures, or other improvements located on the Leased Premises.

ARTICLE 14. DEFAULT AND REMEDIES

14.01 **Default by Lessee; Termination:** The following shall be deemed to be events of default by Lessee under this Agreement:

(a) Lessee shall fail to pay when due any installment of rent or any other payment required pursuant to this Agreement;

(b) Lessee shall abandon any substantial portion of the Leased Premises;

(c) Lessee or any guarantor of Lessee's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee of any guarantor of Lessee's obligations hereunder;

(d) Lessee or any guarantor of Lessee's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

(d) Lessee shall do or permit to be done any act which results in a lien being filed against the Leased Premises;

(e) The liquidation, termination, dissolution of Lessee or any guarantor of Lessee's obligations hereunder; or

(f) Lessee shall be in noncompliance with any other term, provision or covenant of this Agreement, other than those specified in subpart (a) through (f) above.

Upon the occurrence of an event of default by Lessee, City may give written notice of such default to Lessee in accordance with the notice provisions in this Agreement. Upon City's issuance of such written notice to Lessee, Lessee shall have thirty (30) days to cure the default and provide satisfactory evidence of such cure to City. If Lessee is unable to cure the default within such 30-day period, then City shall have the right, but not the obligation, to terminate this Agreement by giving Lessee ten (10) days' prior written notice of City's election.

14.02 **Abandonment of Business by Lessee:** Lessee further agrees that the abandonment for a period of thirty (30) days by Lessee of the conduct of its business activities at the Airport shall terminate Lessee's rights under this Agreement. By so terminating this Agreement, City does not waive any other claim or rights against Lessee. For the purposes of this paragraph, the term "abandonment" shall mean the failure of Lessee to be open for business on the Leased Premises except in the case of war, strike, catastrophe or causes beyond Lessee's control.

14.02 **No Remedy Exclusive:** No remedy herein conferred upon or reserved to City or Lessee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City and Lessee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

14.04 **No Waiver of Breach:** City's failure or delay in declaring the existence of an event of default by Lessee shall not be construed as a waiver thereof, nor shall it be construed so as to waive or to lessen the right of City to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given it on account of any such event of default. A waiver of any

particular event of default shall not be deemed to be a waiver of the same, similar of any other subsequent event of default.

14.05 **Expeditious Action:** Notwithstanding any provision as to notice in this Agreement herein contained, if in City's reasonable judgment the continuance of any event of default by Lessee for the full period of the notice to cure the event of default will jeopardize the operation of the Airport or the rights of City or the other Airport tenants, City may, without notice, elect to perform those acts in respect to which Lessee is in default. Lessee shall reimburse City for any reasonable and necessary costs incurred by City pursuant to this Article 14.05.

ARTICLE 15. TERMINATION BY LESSEE

15.01 **Termination:** Lessee shall have the right to terminate this Agreement in its entirety, and all rights and obligations ensuing therefrom immediately upon the occurrence of the following:

(a) The issuance of any order, rule or regulation of the Federal Aviation Administration, or its successor Federal Agency, or other competent government authority, Federal or State, or the issuance and execution of any judicial process by any court of competent jurisdiction, materially restricting for a period of at least sixty (60) days, the use of the airport for aeronautical purposes, provided that none of the foregoing is due to any fault of Lessee; or

(b) The material restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, and the continuance thereof for a period of not less than sixty (60) days; provided, however, that without prejudice to the rights of Lessee to terminate as above provided, City and Lessee may mutually agree to adjust fees and charges; or

(c) Material restrictions of the operation of the Airport arising from City's failure to maintain and keep in repair the landing area of the Airport.

15.02 **Payment and Termination:** If Lessee terminates this Lease for any of the reasons set forth in (a) through (c) of Article 15.01, City shall promptly repay Lessee any rent previously paid by Lessee attributable to the period following the date of such termination.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.01 **Release: LESSEE HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES CITY, ITS EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

16.02 **Quiet Enjoyment:** Upon the performance of the covenants and agreements on the part of the Lessee to be performed hereunder, the Lessee shall peaceably have and enjoy the Leased Premises, appurtenances, facilities, licenses and privileges granted in this Agreement.

16.03 **Force Majeure:** Neither City nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder except the obligation to pay rent by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, act of God, acts of the public enemy, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control.

16.04 **Independent Contractor:** It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Lessee shall have exclusive control of and the exclusive right to control the details of the 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 respond at superior shall not apply as between City and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder and any provisions in this Agreement which may appear to give City the right to direct Lessee as to details of doing the work herein covered or to exercise a measure of control over the work shall be deemed to mean that Lessee shall follow the desires of City in the results of the work only. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods, or details of Lessee's work.

16.05 **Inspection by City:** City may enter upon the Leased Premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions, for fire protection or security purposes, or for inspecting or maintaining the Leased Premises, or doing any and all things City is obligated to do, or which may be deemed by City necessary or desirable for the proper conduct and operation of the Airport or the protection of City's interests.

16.06 **On-Site Representatives:** Lessee shall select and appoint a representative or representatives for its operations at the Airport. The representatives shall be qualified and experienced, and vested with the full power and authority to act in the name of the Lessee with respect to the method, manner and conduct of the operation of Lessee to be performed under this Agreement. City's on-site representative shall be City's Director of Airports.

16.07 **Conformance with Rules and Regulations:** The use of the Airport by Lessee shall be subject to any and all rules, regulations and ordinances which are now in force or which may be hereafter adopted by City with respect to the operation and use of the Airport, but no such rules, regulations, or ordinances shall increase the Base Rent or Additional Rent payable by Lessee under this Lease or otherwise materially and adversely affect Lessee's tenure of the Leased Premises under this Lease. Furthermore, this Agreement and Lessee's use of the Airport shall be subject to any and all applicable laws, ordinances, resolutions, statutes, rules, regulations or orders of any Federal, State or local governmental authority lawfully exercising jurisdiction over the Airport or the activities

and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

16.08 **Licenses and Permits:** Lessee hereby agrees that it shall, at its own expense and cost, procure and obtain all lawfully required licenses and permits, certificates and other authorizations required by any governmental authority, in connection with or covering the operations or activities permitted to be performed by it under the provisions of this Agreement.

16.09 **Notices:** Notices provided for in this Agreement shall be either hand delivered or sent by certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to City:	Director of Airports P. O. Box 60305 9506 LaForce Boulevard Midland, Texas 79711
With Copy To:	City Manager P. O. Box 1152 300 North Loraine Midland, Texas 79702
If to Lessee:	Starfighters International, Inc. _____ _____ _____

The parties may change the representative or address for delivery of notices from time to time by sending written notices to the other party. All notices shall be in writing and effective only upon actual receipt.

16.10 **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Texas. All performance and payments 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.

16.11 **Severability:** If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision were not included herein.

16.12 **Use of Language:** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

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

16.14 **Development of the Airport:** Future development, changes, alterations, modifications, or improvement to the Airport shall be at the sole discretion of City, subject only to such notification to Lessee that the Federal Aviation Administration may dictate.

16.15 **Subordination to Federal Agreements:** This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States, relative to the development, operation, or maintenance of the Airport.

16.16 **No Exclusivity on Aeronautical Services:** Nothing herein contained shall be construed to grant or authorize the granting of the exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended.

16.17 **Termination At Will:** City may terminate this Agreement at will for no or any reason upon giving one hundred and twenty (120) days written notice to the Lessee. The parties to this Lease understand and agree that it is in City's sole discretion to cancel the Lease during the term of the Lease without penalty to City. The parties have no expectation and have received no guarantees that this Lease will not be terminated before May 31, 2026. The parties have bargained for the flexibility of terminating this Lease upon tender of the requisite notice at any time during the term of this Lease. All work and services under this Lease shall be suspended immediately upon termination of the Lease becoming effective.

16.18 **Discrimination Prohibited:** The Lessee, for itself, its trustees, officers, legal representatives, successors-in-interest and assigns, as a part of the consideration hereof, agrees (i) that no person on the grounds of race, color, sex, national origin, veteran status or disability shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Leased Premises; (ii) that in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, sex, color, national origin, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (iii) that the Lessee shall use the Leased Premises and the Airport in compliance with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and the improvements thereon, and hold the same as if said Agreement were terminated by its own term pursuant to Article 2.01 above.

16.19 **Affirmative Action Program:** Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, sex or disability be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Agreement.

16.20 **Entire Agreement:** This Agreement, in conjunction with the Fueling Agreement, embodies the entire agreement between City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Neither this Agreement nor the Fueling Agreement shall be changed

modified, discharged, or extended, except by written instrument duly executive by City and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in this Agreement or the Fueling Agreement.

16.21 **Attorney's Fees: BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LEASE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE LEASE. THE LESSEE SPECIFICALLY AGREES THAT IF THE LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LEASE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO ANYACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THE LESSEE AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED. LESSEE AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. BY EXECUTION OF THE AGREEMENT, LESSEE HEREBY REPRESENTS AND WARRANTS TO CITY THAT LESSEE HAS READ AND UNDERSTOOD THE AGREEMENT. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

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

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

16.24 **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee 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 Agreement) of such damages, duly verified, within one hundred and 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 Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Lessee relies to establish its claim; Lessee's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse, and except the City from any liability whatsoever. City is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

16.25 **No Waiver of Governmental Immunity; Ch. 271, Tex. Loc. Gov't Code:** The parties acknowledge that this Agreement does not constitute a Contract for providing goods and/or services to City, as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and City does not waive, to the maximum extent allowed by law, any constitutional, statutory, or common law right to governmental immunity from liability or suit. City expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this Agreement constitutes a waiver of City's governmental immunity and the parties expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of City'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 City's governmental immunity for the benefit of any third party.

This Agreement merely prohibits Lessee and its agents from using the Leased Premises for any other purpose than that described herein. This Agreement restricts the use of the Leased Premises to a specific purpose but does not require the use of Leased Premises for a specific purpose. This Agreement does not require Lessee or its agents to construct, operate, repair, maintain, replace, or remove any facilities or structures described herein. Lessee and its agents are not providing a service to City. Lessee is paying City for a leasehold interest in the Leased Premises, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Lessee's and its agent's use of the Leased Premises in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive City's governmental immunity.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate as of the first date indicated above.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

STARFIGHTERS INTERNATIONAL, INC.

By: _____

Name: RICK SVETKOFF

Title: PRESIDENT

ATTEST:

Marcia Bentley-German, City Secretary

STATE OF FLORIDA §
§
COUNTY OF PINELLAS §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD W. SVETKOFF, PRESIDENT of STARFIGHTERS INTERNATIONAL, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of STARFIGHTERS INTERNATIONAL, INC. and appeared before me by physical presence.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of May, 2025.

LORI L. COOK
MY COMMISSION # HH 391913
EXPIRES: May 9, 2027

Notary Public, State of FLORIDA

Signature Page for Commercial Hangar Lease Agreement Between City of Midland, Texas, and Starfighters International, Inc.

Exhibit A

Depiction of Leased Premises



Location Map

Scale: 1" = 279'

MOTION AUTHORIZING THE EXECUTION OF A COMMERCIAL HANGAR LEASE AGREEMENT WITH STARFIGHTERS INTERNATIONAL, INC., REGARDING THAT CERTAIN 33,700 SQUARE-FOOT FACILITY LOCATED ON PORTIONS OF LOT 2A, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL ADDITION, AND LOT 3B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS.

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- NON-EXCLUSIVE USE PERMITTED
- EXCLUSIVE USE PERMITTED



Exhibit B

Form of Airport Fueling Agreement for Corporate Non-Commercial Hangar Tenants

COMMERCIAL HANGAR LEASE AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND STARFIGHTERS INTERNATIONAL, INC.

THIS COMMERCIAL HANGAR LEASE AGREEMENT ("Agreement") is made effective this 1st day of June, 2025, by and between the CITY OF MIDLAND, TEXAS, a home rule municipal corporation ("City"), and STARFIGHTERS INTERNATIONAL, INC., ("Lessee").

RECITALS

WHEREAS, City owns and operates the Midland International Air & Space Port, located in the City of Midland, Texas (the "Airport"), and;

WHEREAS, Lessee desires to lease certain City-owned facilities and land at the Airport to engage in the business of aeronautics and provide certain aeronautical services, and Lessee desires to provide certain aviation services to the public as hereinafter permitted; and

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows:

ARTICLE 1. GRANT OF LEASE

1.01 **Leased Premises:** City agrees to lease to Lessee that certain 33,700 square-foot facility located on portions of Lot 2A, Block 11, Midland International Airport Industrial Addition, and Lot 3B, Block 11, Midland International Airport Industrial Addition, Section 6 City and County of Midland, Texas at the Midland International Air & Space Port (the "Leased Premises"), together with nonexclusive use of a portion of the adjacent ramp area, all as more particularly depicted on **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

1.02 **Easements:** This Agreement shall be subject to such easements, rights-of-way, drill sites, or other rights or reservations affecting the Leased Premises which are of record or are clearly visible as of the date of this Agreement, or which are shown on **Exhibit A**.

1.03 **Acceptance of Leased Premises:** Lessee accepts the Leased Premises, buildings and improvements, including all fixtures, apparatus and equipment located therein **"AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY THE CITY OF MIDLAND THAT THE BUILDINGS ARE FIT FOR A PARTICULAR PURPOSE**. LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY CITY WITH RESPECT TO THE CONDITION OF THE BUILDINGS, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE BUILDINGS. LESSEE ALSO RECOGNIZES BY EXECUTING THE LEASE, THAT THE LESSEE IS AGREEING TO LEASE THE BUILDINGS **"AS IS"** THAT LESSEE AGREES TO MAKE ITS OWN APPRAISAL OF THE BUILDINGS AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE BUILDINGS LEASED. IN NO EVENT SHALL A LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE

LESSEE WILL TAKE THE BUILDINGS UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED **"AS IS"** AND WITH ALL FAULTS.

1.04 **Delivery and Repair Obligations:** Notwithstanding Article 1.03, City shall:

(a) Deliver the Leased Premises in broom-clean condition;
(b) Ensure the HVAC, electrical, and plumbing systems are operable and in good condition and repair;
(c) Ensure the water, sewer, and gas connections are operable and in good condition and repair;
(d) Clean, replace, or remove, as necessary, dirty or damaged carpeting throughout the Leased Premises, and, where applicable, clean and refinish flooring beneath carpet; and
(e) Repair all major damage to drywall, fixtures, mirrors, doors, and paint throughout the Leased Premises as necessary.

The parties acknowledge and agree that Lessee intends to take possession of the Leased Premises immediately following the commencement of the Lease Term, which will not allow City sufficient time to complete the certain obligations referenced in this Article 1.04 before Lessee takes possession of the Leased Premises. Accordingly, except for the obligations referenced in Article 1.04(a)-(c), City shall have a reasonable amount of time following the commencement of the Lease Term and Lessee's occupation of the Leased Premises to complete the delivery and repair obligations referenced in this Article 1.04. City shall not be in breach of this Agreement for failure to comply with the obligations referenced in Article 1.04(d)-(e) so long as City uses commercially reasonable efforts to continuously and diligently pursue completion of the work associated with these obligations. Any determination as to: (i) the condition of the Leased Premises, its systems, connections, and facilities; and (ii) the necessity to replace any items or of any proposed repair work and the quality of the same shall be in the reasonable and good faith discretion of City.

Notwithstanding the foregoing, the City's total financial obligation for the repair and delivery items described in this Article 1.04 shall not exceed Ninety-Five Thousand Dollars ($95,000.00) in the aggregate. Any costs exceeding this amount shall require the City's prior written approval, which may be withheld in its sole discretion.

ARTICLE 2. TERM LEASE AGREEMENT

The term of this Agreement shall commence on June 1, 2025, and terminate at midnight on May 31, 2026 (the "Lease Term"), unless terminated earlier or later pursuant to the provisions of this Agreement. This Agreement may be extended on a year-to-year basis upon the mutual written consent of the parties; provided, however, that the Lease Term may only be extended a total of four (4) times for a maximum potential Lease Term of five (5) years.

ARTICLE 3. RENT

3.01 **Amount of Base Rent:** During the Lease Term, Lessee agrees to pay monthly to City rent for the Leased Premises as follows: $0.55 per square foot (33,700) for a total of **$18,535.00 per month**. Rent shall be due on the first day of each month. For purposes of this Agreement, the amount of square footage for ground and facilities being rented is agreed by the parties to be as set forth in **Exhibit A**.

3.02 **Rental Adjustments:** It is agreed and understood that provision must be made herein for an adjustment of rentals annually. Therefore, beginning on June 1, 2026, and on each annual anniversary of that date thereafter during the Lease Term, the monthly Base Rent set forth in Section 3.01 shall be increased only in the same proportion or percentage by which the cost of living has been increased as reflected by the Consumer Price Index for All Items, as maintained by the United States Government's Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth SMA; such increase being measured by comparison with such cost-of-living indices at the beginning of the Lease Term, as compared with the indices at the end of the first 12-month period of the Lease Term. In no event shall the monthly payment due be less than $18,535.00.

3.03 **Delivery of Rent:** All payments required of Lessee by this Agreement shall be delivered by mail, or in person, to the Office of the Director of Airports, Midland International Air & Space Port, 9506 LaForce Boulevard, P. O. Box 60305, Midland, Texas 79711, or to such other location as specified in writing by City from time to time, no later than the date such payment is due, unless such due date falls on a Saturday, Sunday, or City holiday, in which case such rent shall be due on the first City business day following the date such payment is due.

3.04 **Delinquent Rent Payments:** All rent and other payments which are past due more than five (5) days shall accrue simple interest at the rate of (i) eight percent (8.0%) annually, or (ii) the maximum percentage rate allowed by law, whichever is less. Notwithstanding anything to the contrary in this Article 3.04, if at the time performance of the provisions set forth in this Article 3.04 becomes due, the interest to be paid in accordance with this Article 3.04 exceeds the limits on the payment of interest established by law, then the amount of interest to be paid shall be reduced to the maximum limit allowed by law; furthermore, if, from any circumstances, City should ever receive as interest an amount that would exceed the highest lawful rate, the amount that would be excessive interest shall be applied to the payment of rent owing pursuant to the provisions of this Lease Agreement and not to the payment of interest.

3.05 **Application of Amounts Received:** Payments received shall be applied in the following order: (i) interest accrued for late payments, (ii) late rental charges, (iii) past due rent, beginning with the oldest amount due, (iv) other past due amounts, (v) rent currently due, (vi) other amounts currently due.

3.06 **Other Charges:** Nothing herein shall be deemed to relieve Lessee and its tenants, sublessees, patrons, invitees, and others from Airport use charges, including fuel flowage fees paid on fuel purchased by Lessee, as are levied generally by City directly upon the operation of aircraft, or from automobile parking permit fees for parking areas that are not included within the Leased Premises, or from security fees.

ARTICLE 4. USE OF LEASED PREMISES

4.01 **Permitted Uses:** Lessee shall be permitted to use the Leased Premises for the purpose of conducting for-profit commercial aeronautical services or activities consisting of any or all of the following operations and no others:

(a) Repair and maintenance service for aircraft, airframe, power plant, avionics, instruments, and related equipment;

(b) Storage of fuel and such equipment and materials as may be incidental or necessary to Lessee's operations, including motor vehicles operated and/or owned by Lessee; and

(c) Such other uses as may be permitted in writing by City.

4.02 **Prohibited Uses:** Lessee agrees at all times to comply with the following:

(a) Lessee shall at no time use, or permit the use of, the Leased Premises in a manner that is contrary to applicable federal, state, or local laws, ordinances, rules, or regulations, which shall include, but not be limited to, applicable Federal Aviation Administration rules and regulations and applicable regulations for the use of the Airport as may from time to time be promulgated by City;

(b) Lessee shall not permit any permanent, unshielded light or illumination source to cause glare as viewed from any street, adjacent properties or operating aircraft;

(c) Lessee shall not cause or permit the burial or storage above ground on the Leased Premises of any hazardous waste or materials, as defined by federal or state law, except in accordance with applicable federal, state, or local laws, ordinances, regulations and rules, as may be adopted or amended from time to time;

(d) Lessee shall not cause or permit any use or activity on the Leased Premises which would create a hazardous condition for aircraft operating at the Airport;

(e) Lessee shall not allow the Leased Premises to be used for parking of motor vehicles, motorcycles, or motor driven equipment by anyone other than customers, employees, or contractors of Lessee except as may be authorized by the Director of Airports, with all such parking being limited to areas designated by the Department of Airports for such parking. Lessee shall not be in default for the improper parking of vehicles over which neither Lessee nor any of its subtenants, customers, employees, or contractors have any control;

(f) Lessee shall not operate, nor permit the operation of, a car rental business from the Leased Premises, unless the Lessee or the operator of said car rental business has executed a car rental concession or permit agreement with City; and

(f) Lessee shall not allow scheduled airline passenger operations to be conducted on the Leased Premises.

4.03 **Compliance with Minimum Standards:** All activities conducted upon the Leased Premises, whether by Lessee or its sublessees, shall be in substantial conformance with City's Minimum Standards for Aeronautical Activities, as such standards exist or may be duly amended from time to time by the City Council to the extent that such Minimum Standards may apply to Lessee's operations. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Minimum Standards for Aeronautical Activities which would apply to Lessee's operations.

4.04 **Non-exclusive Uses:** Lessee understands and acknowledges that, as to that part of the Airport not included within the Leased Premises, the allowable uses permitted herein are on a non-exclusive basis with respect to other potential providers of aeronautical services at the Airport.

4.05 **Execution of Fueling Agreement:** The parties acknowledge that Lessee's contemplated use of the Leased Premises will involve on-site fuel storage necessary to conduct its commercial aviation operations. Accordingly, and as a condition of entering this Agreement, Lessee shall, contemporaneously with the execution hereof, execute an *Airport Fueling Agreement for Corporate Non-Commercial Hangar Tenants* that governs Lessee's storage and dispensation of aviation propellants and fuels on the Leased Premises (the "Fueling Agreement"). The form of the Fueling Agreement being in a form substantially similar to that of **Exhibit B**, which is attached hereto and incorporated herein for all purposes. The Fueling Agreement shall be coterminous with the Lease Term. Any breach or default under the Fueling Agreement by Lessee shall also be considered a breach or default under this Agreement; any breach or default under this Agreement shall also be considered a breach or default of under Fueling Agreement.

ARTICLE 5. OBLIGATIONS OF LESSEE WITH REGARD TO CONSTRUCTION OF IMPROVEMENTS

5.01 **Approval of Plans Not Assurance of Design Quality:** The approval by the Director of Airports of any plans and specifications applies only to the conformity of such plans to the general architectural and operational plan for the Leased Premises and the Airport. The approval of the Director of Airports does not constitute approval of the quality of the architectural or engineering work performed. Neither City nor the Director of Airports assumes any liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications. Construction of any contemplated improvements shall be in accordance with the plans presented to and approved by the Director of Airports. All construction work shall be subject to inspection by a representative employed by City or an inspector from the Development Services Department of City, or both, to determine that such work conforms to the plans and specifications approved by City.

5.02 **Contractor's Insurance; Bonds:** At any time construction activities are undertaken on the Leased Premises, Lessee shall require that its contractor or contractors keep in force insurance issued by a responsible insurance company or companies authorized to conduct business in the State of Texas insuring the improvements during construction under Completed Builder's All-Risk Insurance, including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the full insurable value of such construction as the same progresses in order to insure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. **ALL INSURANCE SHALL NAME THE CITY OF MIDLAND AS AN ADDITIONAL INSURED AND CO-PAYEE, AND PROVIDE FOR A WAVIER OF SUBROGATION IN FAVOR OF THE CITY OF MIDLAND.** Lessee shall require all contractors performing construction work on the Leased Premises to provide payment and performance bonds issued by a responsible bonding company or companies authorized to conduct business in the State of Texas for the full amount of the cost of the construction to be performed on forms which are in compliance with Tex. Gov't Code Ch. 2253, as amended. The foregoing shall be made a part of any contract between Lessee and its contractor or contractor. In the event Lessee does not complete the construction work itself; it shall comply with the all-risk insurance provisions hereof.

5.03 **Compliance With Building Codes and Federal Standards:** All improvements made to the Leased Premises by Lessee shall comply with all applicable City Building Codes and federal

standards for construction of airport improvements in effect at the time construction commences as well as all other applicable federal aviation regulations, if any.

5.04 **Encumbrance of Leasehold Estate:** Lessee shall at no time encumber or attempt to encumber its leasehold interest in the Leased Premises by deed of trust, mortgage, security agreement or other security interest.

5.05 **Ownership of Buildings, Improvements and Fixtures:** Any and all buildings, improvements (including, but not limited to all aprons, taxiways and roadways), additions, alterations, and fixtures existing at the commencement of the Lease Term or constructed or placed on any part of the Leased Premises during the Lease Term by City or Lessee, shall be considered part of the real property of the Leased Premises, shall remain on the Leased Premises, and shall not be removed by Lessee or any sublessee without the written consent of City. All improvements, additions, alterations, and fixtures on the Leased Premises shall become the sole property of City upon termination of this Agreement without compensation to Lessee, it being understood and agreed by Lessee that the transfer of title to City of the buildings and improvements located on the Leased Premises at the end of the Lease Term is additional consideration for this Agreement. Notwithstanding the above, Lessee shall have the right at any time during Lessee's occupancy of the Leased Premises, or within a reasonable time thereafter, to remove any and all furniture, machinery, equipment, but not fixtures owned or placed by Lessee, in, under, or on the Leased Premises; provided, however, prior to the termination of the Lease Term, Lessee shall repair any damage to any buildings or improvements on the Leased Premises resulting from their removal. Any such personal property items which are not removed within sixty (60) days after the termination date of this Agreement shall become the property of City as of that date.

5.06 **Taxes, Assessments, and Fees:** Lessee shall pay and discharge all taxes, of any kind, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises, the Improvements located thereon and/or the Activities conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. Lessee acknowledges and understands that it holds record title to the Improvements on the Leased Premises, and the Improvements shall be taxed under Lessee's account in a manner designed to determine the market value of the Improvements as of January 1st of each tax year. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest, and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination. Lessee shall be solely responsible for the payment of all taxes and the payment of taxes shall be in addition to any rental payments.

5.07 **Cost, Expenses and Other Charges:** Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises, the improvements and/or the activities conducted by Lessee, which may arise or become due during the term of this Agreement. Lessee shall be solely responsible for adequate water pressure, and this shall be at Lessee's sole expense. Lessee shall be responsible for all costs associated with providing water for fire suppression and all other water-related issues.

ARTICLE 6. REPAIRS, MAINTENANCE AND RESTORATION

6.01 **Maintenance by City:** City shall, at City's sole discretion and expense, keep in good repair, condition, and appearance the taxiways and roadways that have been or may be constructed by City. City may commence required repairs as soon as reasonably practicable after receiving written notice from Lessee thereof. Except as provided in Article 1.04 above, City shall not be obligated to make repairs, replacements, or improvements of any kind upon the Leased Premises, or to any equipment, merchandise, facilities, or fixtures therein, all of which shall be Lessee's responsibility. The amount and extent of the repairs to be made by City are in City's sole discretion.

6.02 **Maintenance by Lessee:** Lessee shall, at Lessee's sole expense, keep the Leased Premises and all improvements of any kind, which may be existing at the commencement of the Lease Term or erected, installed, or made thereon by Lessee after commencement of the Lease Term in good repair, condition and appearance, normal wear and tear excepted. If the Lessee desires to improve or change the condition of the Leased Premises, the improvements and changes shall be at Lessee's sole cost. Other items of maintenance for which Lessee shall be solely responsible shall include, but not be limited to, the following:

(a) Janitorial services, providing janitorial supplies, window washing, rubbish and trash removal;

(b) Supply and replacement of light bulbs in and on all buildings (except lighting removed for causing obstructions or glare);

(c) Replacement of cracked or broken glass in all buildings;

(d) Cleaning of interior stoppages in interior plumbing fixtures and drain lines up to the first manhole or clean out outside of the exterior of the building where the stoppage occurred;

(e) Replacement of floor carpets or covering;

(f) Maintenance of all doors and door operating systems, including weather stripping and glass replacement;

(g) Painting, repairing, and replacement of interior walls not resulting from structural failure;

(h) Landscaping and grass cutting services within the Leased Premises, including, but not limited to, repair or replacement of exterior building flood lights and planter lights;

(i) Maintenance of all aprons, ramps, and roadways that are constructed by Lessee; and

(j) Maintenance and repair of all air conditioning and utility systems.

Subject to the provisions of Article 5.05, on the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Leased Premises to City in the same condition as received, except for fire and casualty, and ordinary wear and tear.

6.03 **Trash and Waste Removal:** Lessee agrees to cause to be removed from the Leased Premises, at its own expense, all waste, garbage, and rubbish, and agrees not to deposit same on the Leased Premises except temporarily in waste or garbage containers provided by Lessee at Lessee's expense. Lessee further agrees that Lessee will store all parts, supplies, and other materials on the interior of buildings located on the Leased Premises, provided, however, that any parts or supplies which must be kept outside because of volatility of the supply item or the size of the part will be kept out of view of the public traveling on public rights of way or other surrounding tenants by installation of fencing or other means of screening approved by the Director of Airports.

ARTICLE 7. ACCESS TO AND USE OF AIRPORT

7.01 **Access to Airport:** City shall maintain all roads on the Airport giving access to the Leased Premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Leased Premises over said roads at all times; provided, however, City shall not be in default of this Agreement if access is interrupted.

7.02 **Right to Use Airport:** Lessee and Lessee's employees, sublessees, and guests shall have the right to use that part of the Airport and its facilities not included within the Leased Premises in common with others authorized to do so. Such use shall be subject to all applicable federal, state or local laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, lawfully exercising jurisdiction over the Airport or the activities and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

7.03 **Vehicular Operations on the Airfield:** No vehicles of Lessee, its employees, customers, or invitees will be allowed to operate on, or cross, the runways and taxiways and their respective safety areas of the Airport. When necessary, Airport Operations Control Center personnel will provide Lessee escorted access to and from the airfield area.

7.04 **Airport Certification Rules and Regulations:** Lessee shall comply with such rules that pertain to its operation on the Airport under the Airport Certifications Rules of Federal Aviation Regulations Part 139, as amended [14 CFR Part 139, as amended].

7.05 **Airport Security Rules and Regulations:** Lessee, its directors, officers, employees, and contractors shall comply with all federal and local Airport Security Regulations adopted by City or the Department of Airports as such rules and regulations exist or may hereafter be amended. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AND EMPLOYEES, FROM ANY CHARGES, FINES OR PENALTIES THAT MAY BE ASSESSED OR LEVIED BY THE FAA OR TSA BY REASON OF THE NEGLIGENT OR INTENTIONAL FAILURE OF LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS TO COMPLY WITH SUCH AIRPORT SECURITY REGULATIONS.

7.06 **14 C.F.R. Part 77 Requirements:** Lessee agrees to comply with the notification and review requirements set forth in Part 77 of the Federal Aviation Regulations [14 CFR Part 77] in the event any future structure, antenna or building is planned for the Leased Premises, or in the event of any planned modification of any present or future building, antenna or structure located on the Lease Premises.

7.07 **Control of Structures:** Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises which highest point is above a mean sea level elevation established by the FAA and City as a height limitation on such structures or objects. City reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, at Lessee's expense.

7.07 **Aerial Approaches:** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on or adjacent to the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.08 **Right of Over-flight:** There is hereby reserved to City, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.

ARTICLE 8. INSURANCE

8.01 **Lessee's Minimum Insurance Amounts:** Lessee shall obtain and maintain continuously in effect at all times during the Lease Term, at Lessee's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to City:

(a) Property and Casualty Insurance insuring against loss or damage to Lessee's improvements and any and all property being maintained or repaired by Lessee due to fire, lightning and all other perils included in standard extended coverage policies, and vandalism and malicious mischief, all in amounts of not less than one hundred percent (100%) of replacement value;

(b) Commercial General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Leased Premises, or any other portion of the Airport, in at least the amount of $1,000,000.00 per individual, $1,000,000.00 per occurrence and $1,000,000.00 with respect to property, and the statutory limits with respect to worker's compensation.

8.02 **Lessee's Coverage Primary:** All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which the Lessee may carry. Insurance provided pursuant to Article 8.01 shall name City as an additional insured or loss payee as the case may be and provide for a waiver of subrogation in favor of City. The comprehensive general liability policy as provided in Article 8.01(b) shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Lessee in the indemnity and hold harmless provisions included in Article 9 of this Agreement. The Lessee's insurance policies as required by this Agreement shall apply separately to City as if separate policies had been issued to Lessee and City.

8.03 **Contents of General Liability Policy:** Lessee's Comprehensive General Liability policy shall protect City and Lessee against any and all liability to any person or persons whose property damage or personal injury arises out of or is in connection with the occupation, use, or condition

of the Leased Premises or resulting from any injury or damage occurring on or about the roads, driveways or other public areas of the Leased Premises used by Lessees, its trustees, officers, employees, students, invitees, and contractors at the Airport, whether or not such damage or injury is the result of negligence of the Lessee or its officers, employees, representatives, invitees, licensees, contractors, agents, guests, or students.

8.04 **Cancellation:** Certificates of Insurance: Lessee's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to City. Lessee shall furnish to City, annually, Certificates of Insurance showing City as an additional insured and evidencing that all the herein-stated requirements have been met.

8.05 **Insurance Not Limitation on Indemnity:** The amount or amounts of all required policies shall not be deemed a limitation of the Lessee's agreement to indemnify and hold harmless City, its officers and employees in the event Lessee or City, its officers or employees shall become liable in an amount in excess of the amount or amounts of such policies.

8.06 **City's Right to Purchase Insurance:** In the event such insurance as required by Article 8.01, above, shall lapse, City reserves the right to obtain such insurance at Lessee's expense. Upon demand from City, Lessee shall reimburse City for the full amount of the premium paid on Lessee's behalf.

ARTICLE 9. INDEMNITY

LESSEE 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, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LESSEE'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LESSEE 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 EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF 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 LESSEE OR LESSEE'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LESSEE 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.

ARTICLE 10. UTILITIES

Lessee shall be solely responsible for the payment of all water, electric, telephone, refuse, natural gas and other public utility services used on the Leased Premises.

ARTICLE 11. SIGNS

11.01 **Consent Required:** Except with the prior written consent of City's Director of Airports Lessee shall not erect, maintain or display any signs or any advertising at, or on, the exterior part of structures on the Leased Premises, or inside any buildings located on the Leased Premises so as to be visible through the window or exterior doors thereof.

11.02 **Removal on Termination:** Upon the termination of this Agreement, Lessee shall remove, obliterate, or paint out, as City may direct, any and all signs and advertising on the Leased Premises or elsewhere at the Airport, and in connection therewith shall restore the Leased Premises to the same condition as prior to the placement of any such signs or advertising. If there is a failure by Lessee to so remove, obliterate or paint out each and every sign or advertising and so to restore the Leased Premises, City may, at its option, perform the necessary work at the expense of Lessee, and the charge therefor shall be paid by Lessee to City on demand. In certain circumstances, City may elect to allow specific signs to remain as existing at the termination of this Agreement. Such signs shall be identified and agreed upon mutually, in writing, by Lessee and City.

ARTICLE 12. ASSIGNMENT AND SUBLEASING

At no time shall Lessee sublease any portion of the Leased Premises or assign its interests or obligations in this Lease Agreement without the written consent of City. Any such assignment or attempted assignment shall be void *ab initio*.

ARTICLE 13. TAX LIENS

Lessee shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes, including, but not limited to, sales, use, amusement, or excise tax required to be collected and paid over by Lessee to the appropriate taxing authority. Furthermore, Lessee shall be responsible for the payment of any applicable ad valorem taxes and any taxes on Lessee's personal property located on the Leased Premises. Lessee shall at no time permit the foreclosure of any tax liens to Lessee's leasehold interest in the Leased Premises or the buildings, fixtures, or other improvements located on the Leased Premises.

ARTICLE 14. DEFAULT AND REMEDIES

14.01 **Default by Lessee; Termination:** The following shall be deemed to be events of default by Lessee under this Agreement:

(a) Lessee shall fail to pay when due any installment of rent or any other payment required pursuant to this Agreement;

(b) Lessee shall abandon any substantial portion of the Leased Premises;

(c) Lessee or any guarantor of Lessee's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee of any guarantor of Lessee's obligations hereunder;

(d) Lessee or any guarantor of Lessee's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;

(d) Lessee shall do or permit to be done any act which results in a lien being filed against the Leased Premises;

(e) The liquidation, termination, dissolution of Lessee or any guarantor of Lessee's obligations hereunder; or

(f) Lessee shall be in noncompliance with any other term, provision or covenant of this Agreement, other than those specified in subpart (a) through (f) above.

Upon the occurrence of an event of default by Lessee, City may give written notice of such default to Lessee in accordance with the notice provisions in this Agreement. Upon City's issuance of such written notice to Lessee, Lessee shall have thirty (30) days to cure the default and provide satisfactory evidence of such cure to City. If Lessee is unable to cure the default within such 30-day period, then City shall have the right, but not the obligation, to terminate this Agreement by giving Lessee ten (10) days' prior written notice of City's election.

14.02 **Abandonment of Business by Lessee:** Lessee further agrees that the abandonment for a period of thirty (30) days by Lessee of the conduct of its business activities at the Airport shall terminate Lessee's rights under this Agreement. By so terminating this Agreement, City does not waive any other claim or rights against Lessee. For the purposes of this paragraph, the term "abandonment" shall mean the failure of Lessee to be open for business on the Leased Premises except in the case of war, strike, catastrophe or causes beyond Lessee's control.

14.02 **No Remedy Exclusive:** No remedy herein conferred upon or reserved to City or Lessee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City and Lessee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

14.04 **No Waiver of Breach:** City's failure or delay in declaring the existence of an event of default by Lessee shall not be construed as a waiver thereof, nor shall it be construed so as to waive or to lessen the right of City to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given it on account of any such event of default. A waiver of any

particular event of default shall not be deemed to be a waiver of the same, similar of any other subsequent event of default.

14.05 **Expeditious Action:** Notwithstanding any provision as to notice in this Agreement herein contained, if in City's reasonable judgment the continuance of any event of default by Lessee for the full period of the notice to cure the event of default will jeopardize the operation of the Airport or the rights of City or the other Airport tenants, City may, without notice, elect to perform those acts in respect to which Lessee is in default. Lessee shall reimburse City for any reasonable and necessary costs incurred by City pursuant to this Article 14.05.

ARTICLE 15. TERMINATION BY LESSEE

15.01 **Termination:** Lessee shall have the right to terminate this Agreement in its entirety, and all rights and obligations ensuing therefrom immediately upon the occurrence of the following:

(a) The issuance of any order, rule or regulation of the Federal Aviation Administration, or its successor Federal Agency, or other competent government authority, Federal or State, or the issuance and execution of any judicial process by any court of competent jurisdiction, materially restricting for a period of at least sixty (60) days, the use of the airport for aeronautical purposes, provided that none of the foregoing is due to any fault of Lessee; or

(b) The material restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, and the continuance thereof for a period of not less than sixty (60) days; provided, however, that without prejudice to the rights of Lessee to terminate as above provided, City and Lessee may mutually agree to adjust fees and charges; or

(c) Material restrictions of the operation of the Airport arising from City's failure to maintain and keep in repair the landing area of the Airport.

15.02 **Payment and Termination:** If Lessee terminates this Lease for any of the reasons set forth in (a) through (c) of Article 15.01, City shall promptly repay Lessee any rent previously paid by Lessee attributable to the period following the date of such termination.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.01 **Release: LESSEE HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES CITY, ITS EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

16.02 **Quiet Enjoyment:** Upon the performance of the covenants and agreements on the part of the Lessee to be performed hereunder, the Lessee shall peaceably have and enjoy the Leased Premises, appurtenances, facilities, licenses and privileges granted in this Agreement.

16.03 **Force Majeure:** Neither City nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder except the obligation to pay rent by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, act of God, acts of the public enemy, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control.

16.04 **Independent Contractor:** It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Lessee shall have exclusive control of and the exclusive right to control the details of the 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 respond at superior shall not apply as between City and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder and any provisions in this Agreement which may appear to give City the right to direct Lessee as to details of doing the work herein covered or to exercise a measure of control over the work shall be deemed to mean that Lessee shall follow the desires of City in the results of the work only. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods, or details of Lessee's work.

16.05 **Inspection by City:** City may enter upon the Leased Premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions, for fire protection or security purposes, or for inspecting or maintaining the Leased Premises, or doing any and all things City is obligated to do, or which may be deemed by City necessary or desirable for the proper conduct and operation of the Airport or the protection of City's interests.

16.06 **On-Site Representatives:** Lessee shall select and appoint a representative or representatives for its operations at the Airport. The representatives shall be qualified and experienced, and vested with the full power and authority to act in the name of the Lessee with respect to the method, manner and conduct of the operation of Lessee to be performed under this Agreement. City's on-site representative shall be City's Director of Airports.

16.07 **Conformance with Rules and Regulations:** The use of the Airport by Lessee shall be subject to any and all rules, regulations and ordinances which are now in force or which may be hereafter adopted by City with respect to the operation and use of the Airport, but no such rules, regulations, or ordinances shall increase the Base Rent or Additional Rent payable by Lessee under this Lease or otherwise materially and adversely affect Lessee's tenure of the Leased Premises under this Lease. Furthermore, this Agreement and Lessee's use of the Airport shall be subject to any and all applicable laws, ordinances, resolutions, statutes, rules, regulations or orders of any Federal, State or local governmental authority lawfully exercising jurisdiction over the Airport or the activities

and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

16.08 **Licenses and Permits:** Lessee hereby agrees that it shall, at its own expense and cost, procure and obtain all lawfully required licenses and permits, certificates and other authorizations required by any governmental authority, in connection with or covering the operations or activities permitted to be performed by it under the provisions of this Agreement.

16.09 **Notices:** Notices provided for in this Agreement shall be either hand delivered or sent by certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to City:	Director of Airports P. O. Box 60305 9506 LaForce Boulevard Midland, Texas 79711
With Copy To:	City Manager P. O. Box 1152 300 North Loraine Midland, Texas 79702
If to Lessee:	Starfighters International, Inc. _____ _____ _____

The parties may change the representative or address for delivery of notices from time to time by sending written notices to the other party. All notices shall be in writing and effective only upon actual receipt.

16.10 **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Texas. All performance and payments 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.

16.11 **Severability:** If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision were not included herein.

16.12 **Use of Language:** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

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

16.14 **Development of the Airport:** Future development, changes, alterations, modifications, or improvement to the Airport shall be at the sole discretion of City, subject only to such notification to Lessee that the Federal Aviation Administration may dictate.

16.15 **Subordination to Federal Agreements:** This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between City and the United States, relative to the development, operation, or maintenance of the Airport.

16.16 **No Exclusivity on Aeronautical Services:** Nothing herein contained shall be construed to grant or authorize the granting of the exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended.

16.17 **Termination At Will:** City may terminate this Agreement at will for no or any reason upon giving one hundred and twenty (120) days written notice to the Lessee. The parties to this Lease understand and agree that it is in City's sole discretion to cancel the Lease during the term of the Lease without penalty to City. The parties have no expectation and have received no guarantees that this Lease will not be terminated before May 31, 2026. The parties have bargained for the flexibility of terminating this Lease upon tender of the requisite notice at any time during the term of this Lease. All work and services under this Lease shall be suspended immediately upon termination of the Lease becoming effective.

16.18 **Discrimination Prohibited:** The Lessee, for itself, its trustees, officers, legal representatives, successors-in-interest and assigns, as a part of the consideration hereof, agrees (i) that no person on the grounds of race, color, sex, national origin, veteran status or disability shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Leased Premises; (ii) that in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, sex, color, national origin, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (iii) that the Lessee shall use the Leased Premises and the Airport in compliance with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and the improvements thereon, and hold the same as if said Agreement were terminated by its own term pursuant to Article 2.01 above.

16.19 **Affirmative Action Program:** Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, sex or disability be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Agreement.

16.20 **Entire Agreement:** This Agreement, in conjunction with the Fueling Agreement, embodies the entire agreement between City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Neither this Agreement nor the Fueling Agreement shall be changed

modified, discharged, or extended, except by written instrument duly executive by City and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in this Agreement or the Fueling Agreement.

16.21 **Attorney's Fees: BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LEASE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE LEASE. THE LESSEE SPECIFICALLY AGREES THAT IF THE LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LEASE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO ANYACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THE LESSEE AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED. LESSEE AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. BY EXECUTION OF THE AGREEMENT, LESSEE HEREBY REPRESENTS AND WARRANTS TO CITY THAT LESSEE HAS READ AND UNDERSTOOD THE AGREEMENT. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.**

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

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

16.24 **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee 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 Agreement) of such damages, duly verified, within one hundred and 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 Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Lessee relies to establish its claim; Lessee's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse, and except the City from any liability whatsoever. City is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

16.25 **No Waiver of Governmental Immunity; Ch. 271, Tex. Loc. Gov't Code:** The parties acknowledge that this Agreement does not constitute a Contract for providing goods and/or services to City, as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and City does not waive, to the maximum extent allowed by law, any constitutional, statutory, or common law right to governmental immunity from liability or suit. City expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this Agreement constitutes a waiver of City's governmental immunity and the parties expressly agree that this Agreement shall not constitute, nor be interpreted as a waiver of City'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 City's governmental immunity for the benefit of any third party.

This Agreement merely prohibits Lessee and its agents from using the Leased Premises for any other purpose than that described herein. This Agreement restricts the use of the Leased Premises to a specific purpose but does not require the use of Leased Premises for a specific purpose. This Agreement does not require Lessee or its agents to construct, operate, repair, maintain, replace, or remove any facilities or structures described herein. Lessee and its agents are not providing a service to City. Lessee is paying City for a leasehold interest in the Leased Premises, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Lessee's and its agent's use of the Leased Premises in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive City's governmental immunity.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate as of the first date indicated above.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

STARFIGHTERS INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

ATTEST:

_____
Marcia Bentley-German, City Secretary

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of STARFIGHTERS INTERNATIONAL, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of STARFIGHTERS INTERNATIONAL, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

_____
Notary Public, State of _____

Signature Page for Commercial Hangar
Lease Agreement Between City of Midland,
Texas, and Starfighters International, Inc.

Exhibit A

Depiction of Leased Premises



Location Map

Scale: 1" = 279'

MOTION AUTHORIZING THE EXECUTION OF A COMMERCIAL HANGAR LEASE AGREEMENT WITH STARFIGHTERS INTERNATIONAL, INC., REGARDING THAT CERTAIN 33,700 SQUARE-FOOT FACILITY LOCATED ON PORTIONS OF LOT 2A, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL ADDITION, AND LOT 3B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS.

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- NON-EXCLUSIVE USE PERMITTED
- EXCLUSIVE USE PERMITTED



©THE CITY OF MIDLAND - 2021

Exhibit B

Form of Airport Fueling Agreement for Corporate Non-Commercial Hangar Tenants

AIRPORT FUELING AGREEMENT
FOR CORPORATE NON-COMMERCIAL HANGAR TENANTS

THIS AIRPORT FUELING AGREEMENT FOR COPORATE NON-COMMERCIAL HANGAR TENANTS (this "Agreement") is made and effective this 1st day of June, 2025 (the "Effective Date"), by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, ("City"), and STARFIGHTERS INTERNATIONAL, INC. ("Lessee"), wherein the City hereby grants to Lessee, the rights described herein at the Midland International Air & Space Port, hereinafter called the "Airport", in accordance with and subject to the following terms and conditions:

LESSEE:	Starfighters International, Inc.
LESSEE'S ADDRESS:	_____ _____ _____
PRIVILEGE:	To store and dispense all forms of aviation propellants and fuels from fixed dispensers on Lessee's Premises on the Airport only to Lessee's own aircraft.
FEES:	See *Schedule A* hereof

COVENANTS AND CONDITIONS

1. This Agreement shall be coterminous with that certain *Commercial Hangar Lease Agreement* by and between Lessee and the City and effective as of June 1, 2025 (the "Hangar Lease"), which is incorporated by reference as if fully set forth herein. Accordingly, this Agreement shall automatically terminate upon the expiration or earlier termination of the Hangar Lease. Any breach or default under the Hangar Lease shall also be considered a breach or default under this Agreement; any breach or default under this Agreement shall also be considered a breach or default under the Hangar Lease.

2. From time to time during the term of this Agreement, the City, upon not less than sixty (60) days prior written notice to Lessee shall have the right to make reasonable modifications to the fees and conditions hereof so long as such modifications are consistent with the fees and conditions being imposed by the City upon all other operators at the Airport whose operations at the Airport are similar to those of Lessee.

3. Lessee shall not operate mobile refueling equipment on the Airport, but shall utilize fixed fuel dispensing hose equipment only. The use and operation of such equipment is subject to all safety regulations and requirements of applicable safety codes, as well as the rules and regulations duly adopted from time to time by the City's Department of Airports, plus any ordinances or resolutions adopted by the City pertaining to the conduct of aviation fueling activities.

4. This Agreement shall not be assigned, sold, conveyed, mortgaged, or pledged without the prior written consent of the Director of Airports, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, without having the obligation to obtain such prior consent,

Lessee shall have the right to assign this Agreement in connection with a permitted assignment of the Hangar Lease.

5. In addition to the fueling and defueling regulations set forth herein, Lessee shall comply with all applicable standards and recommendations of the National Fire Protection Association (the "NFPA), including the following, among others: "Standard for Aircraft Fuel Services" sand "Standard on Airport Ramp Fire Hazard Classifications and Precautions", or any subsequent replacement publications. Lessee shall also comply with all applicable Advisory Circulars, rules, regulations, and orders of the Federal Aviation Administration (FAA) and City relating to aviation fueling activities and shall consent to inspections of its facilities and personnel by the Federal Aviation Administration and City.

6. Personnel engaged in aviation fueling activities on behalf of Lessee shall be properly trained regarding safety procedures attendant to such activities, as required by applicable law.

7. Lessee shall store all fuels in a fuel storage facility located in an area approved by City, such approval not to be unreasonably withheld, conditioned, or delayed. The fuel storage facility shall at all times meet all requirements as to safety, operation, environmental protection, maintenance, construction, and quality control in accordance with Airport, City, County, State, and Federal rules, regulations, laws, resolutions, ordinances, and orders as well as standards of the National Fire Protection Association, and any requirements of the fuel supplier. Lessee shall operate and maintain at its sole expense all of its fueling facilities and equipment.

8. Lessee shall comply with all insurance, operational, quality control, equipment standards and any other requirements of the Lessee's fuel supplier.

9. Lessee shall conduct all fueling operations in such a manner so as not to annoy, disturb, or be offensive to others at the Airport, or in such a manner as to create a public safety or environmental hazard. Lessee, at Lessee's sole expense, shall conduct any cleanup required by applicable law of any fuel, hazardous material, or hazardous waste resulting from the spilling, dumping, leaking, or disposal of said fuel, material, or waste onto or under any property owned by City from any equipment, barrel, tank container or fuel storage facility owned or operated by Lessee.

10. Lessee shall furnish fixed fueling dispensers having a minimum capacity of 750 gallons of 100 Octane and/or 2,000 gallons of Jet A; provided, however, that Lessee's fixed fueling dispensers may have capacity exceeding such minimums. Each dispenser shall carry and dispense only one (1) grade of fuel and be clearly identified to that fuel. Each dispenser shall be equipped (including fire suppression systems required by applicable law), operated, and maintained in compliance with applicable law.

11. Lessee shall promptly, upon written demand, repair or replace any property of City damaged by Lessee's operations hereunder.

12. Lessee shall procure all licenses, certificates, permits or other authorization from all governmental agencies, if any, lawfully having jurisdiction over the operations of Lessee at the Airport regarding aviation fueling activities.

13. Lessee shall pay all taxes, licenses, certifications, permits, examination fees, and excises, which may be lawfully assessed, levied, exacted, or imposed on its property or operations hereunder, and shall make all applications, reports and returns required in connection therewith.

14. Lessee shall promptly comply with all present and future laws, ordinances, resolutions, rules, regulations, requirements, orders, and directions which may lawfully apply or pertain to its fueling and fuel storage operations at the Airport, as governed by the Airport, local, state, or federal authorities.

15. Upon the City's providing Lessee reasonable advance written notice, City shall have the right at any reasonable time to inspect Lessee's equipment, personnel, services rendered, and other activities pursuant to this Agreement.

16. If, following the expiration of any applicable notice and/or cure periods hereunder, the City is required or elects to pay any sum or sums or incurs any obligations, fees or expenses by reason of the failure, neglect or refusal of Lessee to perform or fulfill any of the conditions, covenants, or agreements contained in this Agreement, or as a result of an act or omission of Lessee contrary to said conditions, covenants and agreements, Lessee agrees to pay promptly to City, upon written demand, the sum or sums so paid or the penalties so incurred, including all interest, costs, damages, reasonable attorneys' fees and penalties.

17. Lessee agrees to obey the rules and regulations of the Airport as may be dully enacted from time to time by the City's Department of Airports, provided that such rules and regulations apply to all operators at the Airport whose operations at the Airport are similar to those of Lessee.

18. Lessee is, and shall be, deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and City shall in no way be responsible therefor.

19. **LESSEE COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE CONDUCT OF AVIATION FUELING ACTIVITIES BY LESSEE, ITS EMPLOYEES, PATRONS, CONTRACTORS OR SUBCONTRACTORS. LESSEE SHALL INDEMNIFY CITY AGAINST ANY AND ALL MECHANICS' AND MATERIALMEN'S LIENS OR ANY OTHER TYPES OF LIENS IMPOSED UPON THE PREMISES ARISING AS A RESULT OF LESSEE'S AVIATION FUELING ACTIVITIES. LESSEE SHALL PROCURE AND MAINTAIN THE INSURANCE AS SPECIFIED IN THE HANGAR LEASE**.

20. FUELING AND DEFUELING REGULATIONS: The following rules shall govern refueling, defueling and oil servicing of aircraft, and the placing of fuels in storage tanks or dispensers:

a. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches, or any open flame within one hundred (100') feet of an aircraft being fueled or defueled, or within one hundred (100') feet of the site of a flammable liquid spill, unless such person is in a building or other enclosed area where smoking is specifically permitted.

b. No person shall perform or allow performance of any refueling or defueling operation during an electrical storm.

c. All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a positive grounding device in good order to prevent ignition of flammable liquids, due to static spark.

d. No aircraft shall be fueled or defueled unless the aircraft and the fuel dispensing apparatus shall both be electronically grounded as required by Federal Aviation Regulations and National Fire Protection Association standards.

e. The use of any material which may cause a static spark is prohibited within one hundred (100') feet of any aircraft being fueled or defueled.

f. The fueling and defueling of aircraft and the maintenance of aircraft fueling systems shall not be conducted within twenty-five (25') feet of any hangar or other building, unless conducted in compliance with applicable NFPA standards.

g. Airborne radar equipment shall not be operated or ground tested on any areas wherein the directional beam of high intensity radar is within three hundred (300') feet, or low intensity beam is within one hundred (100') feet, of another aircraft, an aircraft fueling operation, an aircraft fueling truck, or aircraft fuel or flammable liquid storage facility.

h. It is prohibited to fuel or defuel an aircraft with any equipment or apparatus which is not in a safe, sound, and non-leaking condition.

i. When a malfunction of fueling equipment is detected, all fueling operations shall cease immediately and the malfunction shall be remedied. If the malfunction cannot be remedied, then the entire unit shall be replaced by another properly functioning unit. Any malfunctions or irregularities detected on or with an aircraft being serviced will be brought to the attention of the aircraft owner or operator immediately.

j. In no event shall fueling or defueling operations resume following a fuel spill until all areas upon which fuel has spilled or flowed over are thoroughly flushed.

k. Starting the engine of an aircraft when there is any flammable liquid on the ground in the vicinity of the aircraft is prohibited.

21. FAA AIRPORT LEASE AND AGREEMENT REQUIREMENTS:

a. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

b. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Premises or any facilities constructed thereon; (ii) that in the construction of any improvements on, over or under the Premises and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement and to re-enter and repossess the Premises and the facilities thereon and hold the same as if said Agreement had never been made or issued.

c. Lessee agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

22. Upon the occurrence of an event of default by Lessee, City may give written notice of such default to Lessee in accordance with the notice provisions in this Agreement. Upon City's issuance of such written notice to Lessee, Lessee shall have thirty (30) days to cure the default and provide satisfactory evidence of such cure to City. If Lessee is unable to cure the default within such 30-day period, then City shall have the right, but not the obligation, to terminate this Agreement by giving Lessee ten (10) days' prior written notice of City's election.

23. This Agreement shall be subordinate to the provisions of any existing or future agreements between the City and the United States relative to the operation, maintenance, or development of the Airport.

24. **BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LEASE, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE LEASE. THE LESSEE SPECIFICALLY AGREES THAT IF THE LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LEASE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THE LESSEE AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO**

WHICH LESSEE MIGHT OTHERWISE BE ENTITLED. LESSEE AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. BY EXECUTION OF THE AGREEMENT, LESSEE HEREBY REPRESENTS AND WARRANTS TO CITY THAT LESSEE HAS READ AND UNDERSTOOD THE AGREEMENT. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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

26. Any notices to the City required under this Agreement shall be sent by registered or certified mail, postage prepaid, addressed: City of Midland, Texas, Director of Airports, P. O. Box 60305, Midland, Texas 79711. All payments shall be made to the above address by mail, or in person to the office of the Director of Airports in the Airport Passenger Terminal Building. Any notices to the Lessee required under this Agreement shall be sent by registered or certified mail, postage prepaid, addressed as follows:

Lessee:

_____

_____

_____

27. This Agreement shall be governed by the laws of the State of Texas. All performance and payments 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.

28. This Agreement, when taken in conjunction with the Hangar Lease, shall constitute the entire agreement of the parties as to the subject matter contained and may not be changed, modified, discharged, or extended, except by written instrument duly executed on behalf of the parties.

[END OF TEXT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate as of the Effective Date.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

APPROVED AS TO CONTENT:

_____
Justine Ruff, Director of Airports

STARFIGHTERS INTERNATIONAL, INC.

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Karen Scharbauer known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of **STARFIGHTERS INTERNATIONAL, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019.

_____
Notary Public, State of Texas

SCHEDULE A

ITEM NO. 1 FLOWAGE FEE FOR ALL TYPES OF AVIATION FUELS AND PROPELLANTS

Lessee shall pay to the City a flowage fee of FOUR CENTS ($.04) PER GALLON for all types of aviation fuels and propellants delivered to the Premises. Payment of the flowage fee is to be made by the Lessee monthly, on or before the TENTH (10^{th}) DAY of each month for the previous month's purchases. Lessee shall furnish to the City copies of all fuel delivery invoices from fuel suppliers monthly at the same time that the monthly flowage fee is paid. A flowage fee shall not be due from Lessee for any aviation fuels purchased from any other fuel vendor on the Airport, which is paying a flowage fee to the City. Upon reasonable advance written notice, Lessee agrees to allow City access to his books and records of fuel purchases/dispensing at any time for audit purposes. At the same time the monthly flowage fee is paid, Lessee shall also provide to City a statement in a form approved by City which provides a breakdown of all aviation fuels dispensed by Lessee during the previous month.

ITEM NO. 2 DELINQUENT PAYMENTS

Lessee agrees that in the event payments to the City for fuel-flowage fees are not received by the City by the TENTH (10th) DAY of each month, Lessee shall pay to the City a DELINQUENCY CHARGE of ONE PERCENT (1%) or maximum amount allowed by law, whichever is less, of the amount due to City, for each month, calculated daily, that the amount due remains unpaid. Payments due the City shall be received by the City only on normal business days of Monday through Friday, and shall not be considered late if the date due falls on a weekend or legal City holiday. A yearly schedule of City holidays shall be provided to Lessee upon request. Payment by Lessee and acceptance by City of a Delinquency Charge shall not be construed as a waiver or forfeiture of any other rights or remedies of the City contained elsewhere in this Agreement, or as provided by law. For the purposes of this Item, the date payments are received by the City shall be the U.S. Postal Service cancellation date on the envelope transmitting the payment, or the date such payment is received by an authorized representative of the City if the payment is hand delivered. In the event of a dispute as to the amount to be paid, the City may accept without prejudice the sum tendered and, if a deficiency is later determined, the foregoing Delinquency Charge shall apply only to such deficiency. The City may waive, for good cause any Delinquency Charge upon written application of Lessee.

ITEM NO. 3 AUDIT

Upon reasonable advance written notice, City and its agents shall have the right at all reasonable times and at all ordinary business hours of the day to examine and inspect such books, records, receipts and other data as required to confirm fuel deliveries to Lessee. All such books, records, receipts and other data are required to be kept for a minimum of two (2) years. The cost of such an audit shall be borne by the City unless the audit reveals a discrepancy of more than five percent (5%) between the amounts due as reported by Lessee in accordance with this Agreement, and the amounts due as reported by Lessee in accordance

with Agreement, and the amounts due as determined by the audit. In case of a discrepancy of more than five percent (5%) the reasonable, out-of-pocket third-party cost of the audit shall be paid by the Lessee, provided that in no event shall such cost exceed an amount equal to One Thousand Five Hundred and No/100 Dollars ($1,500.00). Any additional payments due from Lessee, as a result of the audit, shall forthwith be paid to the City, with interest thereon at the rate of twelve percent (12%) per annum or the highest maximum amount allowed by law, whichever is lowest, calculated daily, from the date such amounts originally became payable to the City until the date paid. Any overpayment by the Lessee shall be credited against further payments due to City, or will be refunded to Lessee, at the City's option.

City Council Meeting

Item Number: 11

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Elizabeth Triggs, Planning & Development Officer

Subject: MOTION APPROVING THAT CERTAIN AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND FLOUR CHILD BAKED GOODS, LLC. (DISTRICT: NONE) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH QUALITY JOBS)

Purpose:

To consider an amendment to the Economic Development Agreement between the Midland Development Corporation (MDC) and Flour Child Baked Goods, LLC. The sole change in this amendment allows the company to expand and operate at its current location at 306 W Wall St. or at any location within the corporate limits of the City of Midland.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no change to the total financial commitment of $50,000 from MDC, which remains an interest-free forgivable loan disbursed upon the company meeting certain job creation and capital investment milestones.

Strategic Priority:

(Strong Economy with Quality Jobs)

Discussion:

Originally approved in January 2025, the Economic Development Agreement supports the expansion of Flour Child Baked Goods, a local manufacturer of wholesale confections. The

amended and restated agreement reflects the following:

- The company may now expand or operate the business at any location within Midland city limits.
- All other terms of the agreement remain unchanged. Flour Child Baked Goods must create and maintain 11 full-time jobs and increase payroll to at least $520,000 by the end of 2030.
- The company must invest a minimum of $222,998 in eligible personal property and maintain that investment through January 2030.
- MDC will disburse the $50,000 forgivable loan upon the company meeting its first investment threshold of $50,000.
- The agreement includes provisions for annual compliance reporting, job creation benchmarks, and repayment or recapture in the event of default.

The amendment provides flexibility to support the company’s continued growth within city limits.

City Manager’s Office

AMENDED AND RESTATED

ECONOMIC DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the MIDLAND DEVELOPMENT CORPORATION ("MDC"), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and FLOUR CHILD BAKED GOODS, LLC ("Company").

I.
Recitals

A. Company owns certain machinery, and equipment located in the corporate limits of the City of Midland, Texas, being located at One Wall Plaza, 306 West Wall Street.

B. Company is operating a Business (as defined herein) in the City of Midland, Texas.

C. Company presently contributes to local taxing entities based on sales tax and job creation and is committed to expanding the presence and value of the Business so as to provide additional value to the community of Midland, Texas.

D. MDC and Company desire to set forth the terms and conditions upon which incentive funds will be provided to Company as consideration for Company's creation and retention of primary jobs and payroll on the Property (as defined herein).

E. Company will exercise its best reasonable efforts to employ Midland residents and to advertise the availability of job openings in Midland, Texas.

F. Company anticipates creating and maintaining Full-Time Jobs (as defined herein) at the Property by the end of 2030, resulting in a total Annual Payroll (as defined herein) of not less than $520,000.00.

G. MDC finds that the expansion of the Business will promote or develop new or expanded business enterprises in the City of Midland.

H. MDC finds that the purpose of this Agreement qualifies as a "project," as defined in Section 501.101 of the Texas Local Government Code and is therefore eligible for MDC funding.

I. MDC finds that its contribution of incentive funds to Company for said project is an administrative expense or other such expense necessary or incident to placing a project in operation in accordance with Section 501.152 of the Texas Local Government Code.

J. MDC finds that the project is for the creation or retention of "primary jobs," as defined in Section 501.002 of the Texas Local Government Code; and that said project is required or suitable for the development, retention, or expansion of a manufacturing and industrial facility, as required in Section 501.101(2)(A) of the Texas Local Government Code.

K. MDC and Company previously entered into that certain Economic Development Agreement, dated January 6, 2025.

L. MDC and Company desire to modify the Economic Development Agreement by amending and restating it in its entirety.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and Company hereby agree as follows:

II.
Definitions

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

A. *"Annual Payroll"* means payments made by Company to individuals employed by Company in a Full-Time Job, including base pay, paid vacation, paid sick leave or bonuses, and benefits such as 401(k) programs, associated matching payments, and health insurance pursuant to Company's policies or practices, over a twelve-month period that begins on January 1 and ends on December 31 of such year. Such payments shall only qualify as Annual Payroll for the purposes set forth in this Agreement if the payments are actually disbursed and made during the relevant year and the term of this Agreement. Annual Payroll shall be calculated by summing such disbursements for the calendar year in which the disbursements are made.

B. *"Business"* means Company's commercial operations relating to the wholesale distribution of confections, or other such related or similar business.

C. *"Effective Date"* means January 14, 2025.

D. *"Full-Time Job"* means a position of employment that requires an individual (i) work 2,000 hours per year, including allowance for vacation, sick leave, earned time off, or other of Company's policies and practices and (ii) spend a substantial amount of his or her time performing job duties at the Business on the Property.

E. *"Personal Property"* means the following: (i) two (2) walk-in industrial freezers, (ii) one (1) freezer/reefer truck, (iii) two (2) stacking industrial ovens, (iv) two (2) double-door refrigerators, (v) one (1) dough sheeter, (vi) one (1) biscotti slicer, (vii), one (1) dough extruder, (viii) one (1) three-bay wash sink, (ix) one (1) Rheon machine, and (x) other associated equipment, if any, to be placed within or situated upon the Property. Personal Property shall be movable in nature and of a kind that is capable of being utilized at a variety of location types.

F. *"Property"* means the facility at One Wall Plaza, 306 West Wall Street, or such other location within the corporate limits of the City of Midland, Texas as may be designated by the MDC Chairman from time to time.

G. *"Starting Payroll"* means $216,000.00.

III.
Conditions Precedent

A condition precedent to MDC's obligations under this Agreement shall be that Company certify to MDC the Starting Payroll, as described in Section X.B below.

IV.
Obligations of the Company

A. **Employment Prior to December 31, 2026.** By January 31, 2027, Company shall certify to MDC, as described in Section X.B below, that a minimum of one (1) new Full-Time Job has been created, staffed, and maintained at the Business on the Property between January 1, 2026, and December 31, 2026, and that such one (1) new Full-Time Job results in an increase of $27,000.00 in total Annual Payroll above the Starting Payroll, resulting in a new total Annual Payroll of at least $243,000.00.

B. **Employment Prior to December 31, 2027.** By January 31, 2028, Company shall certify to MDC, as described in Section X.B below, that a minimum of one (1) new Full-Time Job has been created, staffed, and maintained at the Business on the Property between January 1, 2027, and December 31, 2027, and that such one (1) new Full-Time Job results in an increase of $29,000.00 in total Annual Payroll, resulting in a new total Annual Payroll of at least $272,000.00. There will be a total of two (2) new Full-Time Jobs created and maintained by the Company during the period between January 1, 2026 and December 31, 2027.

C. **Employment Prior to December 31, 2028.** By January 31, 2029, Company shall certify to MDC, as described in Section X.B below, that a minimum of two (2) new Full-Time Jobs have been created, staffed, and maintained at the Business on the Property between January 1, 2028, and December 31, 2028, and that such two (2) new Full-Time Jobs result in an increase of $58,000.00 in total Annual Payroll, resulting in a new total Annual Payroll of at least $330,000.00. There will be a total of four (4) new Full-Time Jobs created and maintained by the Company during the period between January 1, 2026 and December 31, 2028.

D. **Employment Prior to December 31, 2029.** By January 31, 2030, Company shall certify to MDC, as described in Section X.B below, that a minimum of three (3) new Full-Time Jobs have been created, staffed, and maintained at the Business on the Property between January 1, 2029, and December 31, 2029, and that such four (3) new Full-Time Jobs result in an increase of $82,000.00 in total Annual Payroll, resulting in a new total Annual Payroll of at least $412,000.00. There will be a total of seven (7) new Full-Time Jobs created and maintained by the Company during the period between May 1, 2026 and December 31, 2029.

E. **Employment Prior to December 31, 2030.** By January 31, 2031, Company shall certify to MDC, as described in Section X.B below, that a minimum of four (4) new Full-Time Jobs have been created, staffed, and maintained at the Business on the Property between January 1, 2030, and December 31, 2030, and that such four (4) new Full-Time Jobs result in an increase of $108,000.00 in total Annual Payroll, resulting in a new total Annual Payroll of at least $520,000.00. There will be a total of eleven (11) new Full-Time Jobs created and maintained by the Company during the period between January 1, 2026 and December 31, 2030.

F. **Personal Property Investment.** Company shall invest or cause to be invested certain funds for the purchase new Personal Property to be utilized by the Business at the Property in accordance with the following schedule:

1. $50,000.00 by December 31, 2026; and
2. $172,998.00 by December 31, 2028.

For the avoidance of any doubt, the investment amounts indicated in the above schedule shall be cumulative of each other and shall include all such Personal Property investments made by Company as of November 1, 2024. Company shall (i) maintain such minimum values of new Personal Property at the Property through January 31, 2030, and (ii) maintain said new Personal Property in good-working condition at the Business on the Property. Said investments in Personal Property in the Business at the Property shall be evidenced by tax statements issued by the Midland Central Appraisal District, which shall be provided to MDC on a yearly basis during the term of this Agreement. Company shall provide paid invoices and certification that the Personal Property has been paid for, in full, and the Personal Property has been installed and is functioning properly.

Notwithstanding any contrary provision contained in this Agreement, Company's Personal Property investment obligations contained in this Section shall be calculated using the purchase price actually paid by Company in its procurement of the Personal Property referenced herein, as evidenced by paid invoices and certifications referenced above; such investment obligations shall not account for or be calculated using the depreciated value of the Personal Property, if any, or the value of the Personal Property as assessed by the Midland Central Appraisal District.

Personal Property purchased under this Agreement shall not be considered, deemed, or treated as a fixture of the Property, and shall in all cases be removable and transportable such that Company can utilize the Personal Property for its intended purpose(s) if the Business is relocated pursuant to Section X.H below.

G. **Annual Compliance Certifications.** Beginning in January 2026 and continuing every year during the term of this Agreement, each year by January 31 Company shall certify to MDC, as described in Section X.B below, the following:

1. The total Annual Payroll as of December 31 of the preceding month.

2. The total amount of Personal Property investment made at the Business on the Property as of December 31 of the preceding month. Company shall describe or list the Personal Property investment and provide certification as to the purchase price or cost of such Personal Property until such time as $172,998.00 has been invested in Personal Property.

Pursuant to this Section, there will be a total of six (6) Annual Compliance Certifications due, covering Full-Time Jobs created and maintained, and Personal Property expenditures in years 2025 through 2031.

H. **Security Agreement.** Within sixty (60) days following Company's written certification that it has made the minimum Personal Property investment Referenced in Section IV.F.1, Company shall execute the Security Agreement in a form substantially similar to that of **Exhibit A**, attached hereto and incorporated herein for all purposes (the "Security Agreement"). MDC shall have the

right to file a UCC-1 Financing Statement in the state of Company's incorporation in order to perfect a lien on the assets described in the Security Agreement. Company agrees that MDC may, in an event of default by Company under the Agreement, as amended, execute against Company's Personal Property pursuant to the terms of the Security Agreement.

V.
Obligation of the MDC

Subject to Company's timely satisfaction of its obligations and any condition precedent required by this Agreement, MDC agrees to provide Company an interest-free forgivable loan in the amount of Fifty Thousand and No/100 Dollars ($50,000.00) within ten (10) days following MDC's receipt of written notice from Company that Company has made the minimum Personal Property investment referenced in Section IV.F.1. Said written notice shall be accompanied by copies of invoices or receipts that sufficiently evidence Company's minimum Personal Property investment. The interest-free forgivable loan shall be disbursed in a single lump sum payment subject to Company's full and continued compliance with the terms of this Agreement.

VI.
Repayment Provisions

The following payment and recapture provisions shall apply to this Agreement:

A. **Recapture; Loan.** If the interest-free forgivable loan was disbursed and not previously repaid, and (i) an annual compliance certification demonstrates that Company has not maintained the obligations set forth in Section IV or (ii) Company has failed to comply with any other provision or requirement of this Agreement, then Company's repayment shall immediately and automatically be accelerated, and Company shall repay to MDC $50,000.00 in accordance with Section VI.B.

B. **Repayment Terms.** Any amount repayable to the MDC hereunder shall be repaid, without interest, within thirty (30) days after MDC gives written notice to Company that Company is in default. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall Company be obligated to repay MDC an amount exceeding the total funds actually received by Company from MDC under this Agreement.

VII.
Cure Period

In lieu of demanding repayment within thirty (30) days after MDC gives Company written notice of its default as set forth in this Agreement, MDC may, in its sole and absolute discretion, elect to allow Company a period not to exceed one hundred eighty (180) days to cure any such default. Any such election by MDC to allow Company to cure such a default shall in no way be construed as, or shall operate as, a waiver of any of MDC's rights contained herein, including but not limited to MDC's rights to repayment under this Agreement.

VIII.
Term

Upon execution by the parties, this Agreement becomes effective on the Effective Date and shall terminate on the earlier to occur of (a) March 31, 2031, or (b) as set forth in Section XI.E.

IX.
Law

The parties acknowledge that the funds herein granted shall be utilized solely for purposes authorized under the terms of this Agreement and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

X.
Special Conditions

A. **Total Financial Commitment.** Notwithstanding any other provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed $50,000.00 in the aggregate.

B. **Certifications.** Company agrees to the following certification requirements:

1. As to the certifications required in Section IV.A-E, Company shall provide reasonable evidence or supporting documentation. Documentation for employment numbers may be in the form of Texas Workforce Commission Employer Quarterly Reports, or certified employee rosters that show the hours worked and positions filled, or such other reports as may be agreed upon by MDC and Company. Upon a reasonable request, MDC may review Company's Texas Workforce Commission Employer Quarterly Reports in Midland, Texas, but may not copy or retain a copy of said reports.

2. Company shall provide to MDC a supplemental employment report as of September 30 of each year during the term of this Agreement evidencing the current number of Full-Time Jobs created, staffed, and maintained and the corresponding total Annual Payroll resulting from said Jobs.

3. Company shall allow MDC reasonable access to the Property for purposes of determining Company's compliance with the employment certifications given by Company, provided that such access shall be (i) with prior written notice; (ii) accompanied by representatives of Company; (iii) during normal business hours; and (iv) in accordance with the reasonable rules and regulations of Company governing such entrance, including all reasonable health, safety and environmental procedures and policies issued by Company from time to time.

4. As to the certifications required in Section IV.F, Company shall provide a letter from Company's president or executive officer.

5. When requested in writing by MDC to do so, Company will provide an annual statement in a form acceptable to MDC and Company that, to Company's knowledge, Company is in compliance with each applicable material term of this Agreement.

6. All certifications required under this Agreement shall be signed and sworn to by Company's chief executive officer and chief financial officer, or equivalents thereto, before a notary and shall contain the statement that the information contained in the certification is true and correct. E-mail shall not be an acceptable form of certification under this Agreement.

7. Company shall maintain, during the term of this Agreement and for a period of three (3) years following expiration of the term, all records necessary to confirm that it has met its obligations under this Agreement relating to Annual Payroll and Personal Property, including (as appropriate): (a) all payroll records and daily time sheets and other records of personnel utilization on work activities at the Property (including records on an hourly basis for personnel); (b) invoices for materials and equipment; and (c) agreements, subcontracts and purchase orders relating to the Personal Property. Upon reasonable advance written notice, Company shall make all such documents available to MDC for inspection, audit and copying, regardless of whether a dispute is then pending between the parties. Access shall be provided to MDC during normal business hours in an adequate workspace.

C. **Covenants.** Company makes the following covenants to MDC and agrees that in the event of failure of Company to comply with such covenants, the breach of any one of which shall constitute an event of default, MDC may terminate this Agreement, at its sole and absolute discretion. In the event of such termination, if any consideration has been paid to or on behalf of Company, and not earned by Company as to its obligations pursuant to this Agreement, Company must reimburse MDC for such consideration:

1. Company is a legal entity duly organized, validly existing and in good standing and is duly authorized to do business in the State of Texas.

2. The execution of this Agreement has been duly authorized by Company's board of directors or other governing body, or by officers empowered to execute such agreements and bind Company and is not in contravention of the provisions of Company's articles of incorporation or bylaws, or of any agreement or instrument to which Company is party to or by which it may be bound, the breach of which would have a material, adverse effect on Company and its operations.

3. There are no bankruptcy proceedings currently pending by or against Company.

D. **Suspension.** MDC, under the following circumstances and at its sole discretion, may terminate this Agreement, and Company must reimburse any of the unearned consideration as to the Personal Property and Employment investment paid by MDC to Company pursuant to this Agreement:

1. The insolvency of Company. "Insolvency" shall have the meaning set forth in federal bankruptcy law.

2. The appointment of a receiver of Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

3. The adjudication of Company as bankrupt, the filing by Company of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against Company in any bankruptcy or reorganization proceeding.

E. **Additional Covenants.** If Company should fail to comply with any of the following provisions, and such failure continues for thirty (30) days following written notice to Company (each, an event of default), MDC may terminate this Agreement. In the event that the Agreement is terminated, Company shall be required to reimburse MDC for all consideration paid to Company by MDC and not earned by Company pursuant to this Agreement.

1. Company, or any affiliate of, or successor to Company, shall continue its fulltime commercial operations in accordance with Company's obligations set forth in this Agreement on the Property at all times during the period of this Agreement.

2. Company shall pay, or cause to be paid, before delinquent all ad valorem taxes assessed against the Property and Personal Property owed to the taxing authorities having jurisdiction. In addition, Company will pay before delinquent all employment, income, franchise and all other taxes to all local, state and federal entities.

3. Company shall, on a yearly basis during the term of this Agreement, provide MDC with tax certificates from Midland Central Appraisal District demonstrating that all taxes on the Property and Personal Property have been paid in full to the current tax year.

4. Company shall obtain and maintain all necessary rights, licenses, and permits to carry on its Business.

5. Company agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply in all material respects with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, religion, age, sex or by reason of being disabled.

6. Company agrees that it shall comply with Texas Government Code Section 2264.001 *et seq.*, as amended.

7. Notwithstanding Section X.H below, Company shall maintain the Business at all times during the term of this Agreement at a location within the corporate limits of the City of Midland, Texas.

F. **Payments.** Payments to be made to Company shall be made upon a written request from Company and completion and submission of all necessary supporting documentation as required pursuant to this Agreement. The payment request and documentation should be directed in accordance with Section XI.N below.

G. **Interpretation of Terms & Obligations.** Notwithstanding any other provision contained herein to the contrary, the parties agree that in the event that there is a dispute regarding whether a particular item falls within the definition of Annual Payroll, Personal Property, or Full-Time Job, MDC shall make such determination in its sole and absolute discretion and said decision shall be binding on Company.

H. **Relocation of the Business.** The parties acknowledge and agree that it might be commercially advantageous for Company to relocate the Business during the term of this Agreement to another location within the corporate limits of the City of Midland to accommodate Company's future growth and/or an expansion of its present facilities. If Company chooses to relocate the Business for the purposes referenced herein, Company shall provide MDC with ninety (90) days' written notice prior to any proposed relocation. The notice shall include (i) the address at which the Business is proposed to be relocated to, and (ii) a detailed explanation of reasons for the relocation and any anticipated impact on the Business. Approval of the Business' relocation shall be subject to the written approval of MDC's Chairman of the Board of Directors, which shall not be unreasonably withheld, conditioned, or delayed. At MDC's option, Company shall make the facilities new location of the Business available for inspection by personnel authorized by MDC.

Company acknowledges and agrees that the consideration and benefits conferred to it under the terms of this Agreement are made expressly subject to Company's covenant to operate the Business within the corporate limits of the City of Midland. Company's (i) failure to operate the Business within the corporate limits of the City of Midland, or (ii) relocation of the Business outside the corporate limits of the City of Midland during the term of this Agreement shall constitute a default.

XI.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties. This Agreement acts to supersede and replace that certain Economic Development Agreement dated January 6, 2025, between the parties, which shall be of no further force or effect.

B. **Legal Relationships.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other and no party shall have the power to bind or obligate another, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and Company. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a community of pecuniary interest or an equal right of control that would give rise to vicarious liability.

C. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity that is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

D. **Independent Contractor.** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between MDC and Company, their officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and Company. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of MDC. Company shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

E. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by any party, upon the failure of another party to fulfill a material obligation as set forth herein if the

default is not cured within thirty (30) days after written notice from the other party reasonably specifying such breach, or such longer period as may be reasonably necessary so long as such party has commenced the cure within such thirty (30) day period, and thereafter is diligently pursuing such cure.

F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

G. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard to conflict of laws or rules that would direct the application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes or any other action arising from, relating to or concerning in any way this Agreement or the performance of this Agreement shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas.

H. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

I. **Law.** This Agreement is subject to all applicable municipal, county, state and federal laws, regulations, orders and rules and Company agree that they will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. As used in this Agreement, the phrase "applicable law" is deemed to include the foregoing. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

J. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned without the prior written consent of the other parties.

K. **Notices.** All notices to the parties required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Any party hereto may change the address below by sending written notice of such change to the other parties in the manner provided herein.

If to MDC:

Midland Development Corporation
Attn: MDC Chairman
Attn: Executive Director
200 N. Loraine Street, Suite 610
Midland, Texas 79701

If to Company:

Flour Child Baked Goods, LLC
610 West Kansas Avenue
Midland, Texas 79701

With Copy To:

City Attorney's Office
City Hall
300 N. Loraine Street, Suite 320
Midland, Texas 79701

L. **Waiver of Attorney Fees. BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE IN THE FUTURE AGAINST EACH OTHER REGARDING THE AWARD OF ATTORNEY FEES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.**

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE PARTIES ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE PARTIES. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

THE PARTIES ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY AGREES IT HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

M. **Amendment.** This Agreement may only be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement. No amendment shall be effective unless approved by a resolution duly passed by the MDC Board of Directors.

N. **Payments.** All payments to any party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Any party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:

Midland Development Corporation
Attn: MDC Chairman
Attn: Executive Director
200 N. Loraine Street, Suite 610

If to Company:

Flour Child Baked Goods, LLC
311 East Illinois Street
Midland, Texas 79701

Midland, Texas 79701

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

P. **Consideration.** MDC and Company hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

Q. **Governmental Immunity.** By executing this Agreement, MDC is not waiving its right of governmental immunity. MDC is retaining its immunity from suit. MDC is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

R. **Governmental Function. MDC AND COMPANY HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, COMPANY RELEASES MDC FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. MDC AND COMPANY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.**

S. **No Disparity of Bargaining Position.** MDC and Company agree that there was no disparity of bargaining power between the parties in the negotiation and execution of this Agreement. MDC and Company acknowledge and agree that they were represented by legal counsel. MDC and Company acknowledge and agree that they read and understood the entire Agreement prior to its execution. MDC and Company acknowledge and agree that there were numerous compromises and concessions made by the parties resulting in the agreed-upon terms of this Agreement.

T. **Notice of Alleged Breach; Statutory Prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or its legal representatives, shall give the MDC Chairman notice in writing (consisting of one (1) original and two (2) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include

when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claims. Failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that Company's notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Texas law. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages regardless of whether MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this Section are reasonable.

U. **Approval Required.** This Agreement shall not become effective until approved by the Midland City Council.

V. **Company's Expansion Options.** Company had many options to expand the Business within the Permian Basin, and Company specifically chose to expand the Business in the corporate limits of the City of Midland due to the commercial and community advantages offered in Midland.

W. **Waiver of Consequential Damages. THE PARTIES HEREBY WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ALL CONSEQUENTIAL DAMAGES ARISING OR RELATED TO THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES INCURRED BY EITHER PARTY FOR RENTAL EXPENSES, FOR LOSSES OF USE, INCOME, PROFIT, FINANCING, BUSINESS AND REPUTATION, AND FOR LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY OR FOR THE SERVICES OF SUCH PERSONS, AND FOR PRINCIPAL OFFICE EXPENSES INCLUDING THE COMPENSATION OF PERSONNEL STATIONED AT THE BUSINESS ON THE PROPERTY, FOR LOSSES OF FINANCING, BUSINESS AND REPUTATION, AND FOR LOSS OF PRESENT AND FUTURE PROFITS.**

X. **Required Verifications.** Pursuant to Chapter 2264 of the Texas Government Code, Company certifies that as of the effective date of this Agreement and throughout the term of this Agreement, Company's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in Section 2264.001 of the Texas Government Code), and if Company's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. § 1324a(f) occurring during the term of this Agreement, Company shall repay to the MDC the total amount of funds paid to Company under this Agreement, plus interest at the Agreed Rate (as defined below), not later than the 120th day after the date the MDC notifies Company of the violation. It is agreed that for purposes of this Section, but only if permissible under Chapter 2264 of the Texas Government Code, (i) "Company's business, or a branch, division, or department thereof" shall be limited to Company's business in

Midland, Texas; (ii) Company shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom Company contracts; (iii) neither Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and (iv) the date that "MDC notifies Company of the violation" may not be earlier than the date that Company has been "convicted of a violation" as provided above in this Section. For purposes of this Section, "Agreed Rate" shall mean shall mean the lesser of: (i) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers and (ii) the highest lawful rate.

In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that Company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, Company hereby verifies that Company does not: (i) boycott Israel and will not boycott Israel during the term of this Agreement; (ii) boycott energy companies and will not boycott energy companies during the term of this Agreement; and (iii) have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, MDC and Company have executed this Agreement as of the Effective Date.

MIDLAND DEVELOPMENT CORPORATION

_____
P. Lourcey Sams, Chairman

ATTEST:

_____
Elvie Brown, Secretary

FLOUR CHILD BAKED GOODS, LLC

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of FLOUR CHILD BAKED GOODS, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 202__.

_____
Notary Public, State of Texas

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made by and between the Midland Development Corporation ("Secured Party"), and Flour Child Baked Goods, LLC ("Debtor").

WHEREAS, Secured Party and Debtor have entered into that certain Economic Development Agreement dated _____, 2025 (the "Economic Development Agreement"), which is incorporated herein by reference for all purposes; and

WHEREAS, to secure payment and performance of any and all liabilities and obligations of Debtor to the Secured Party (as hereinafter described) pursuant to the Economic Development Agreement, Debtor hereby assigns, transfers, pledges, and grants a security interest in the Collateral (as hereinafter defined) to the Secured Party, and Debtor hereby warrants, covenants and agrees that the Secured Party shall have the rights, remedies, and benefits hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS: The terms "Secured Party" and "Debtor" as used in this Security Agreement shall include the successors or assigns of these parties. If more than one Debtor executes this Security Agreement, the term "Debtor" shall include each Debtor as well as all of them, and their obligations under this Security Agreement shall be joint and several.

    A. For purposes of this Security Agreement, the term "Business" shall mean the Business owned and operated by Debtor; the term "Premises" shall include the present and any or all future locations of the Business, whether singular or multiple and wherever located, including the property located at 311 East Illinois Street, Midland, Texas.

    B. The term "Liabilities" shall include all financial obligations of Debtor to Secured Party, now existing or hereafter arising, whether direct or indirect, assumed or acquired outright, conditionally or as collateral security from another, absolute or conditional, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise.

    C. The term "Collateral" shall mean the following: (i) two (2) walk-in industrial freezers, (ii) one (1) freezer/reefer truck, (iii) two (2) stacking industrial ovens, (iv) two (2) double-door refrigerators, (v) one (1) dough sheeter, (vi) one (1) biscotti slicer, (vii), one (1) dough extruder, (viii) one (1) three-bay wash sink, (ix) one (1) Rheon machine, and (x) other associated equipment, if any, to be fixed or attached to, or placed within or situated upon the Premises by Debtor.

2. SECURITY INTEREST: In consideration and as an inducement for Secured Party's extending credit to Debtor for purchasing the Collateral, Debtor agrees to the following:

    A. Secured Party may file one or more UCC Financing Statements (to be provided and filed by Secured Party's attorney), where and when required for the perfection of Secured Party's security interest in the Collateral.

B. Debtor hereby grants to Secured Party a lien on, and a continuing security interest in the Collateral together with all substitutions, replacements, and proceeds, including all of the foregoing now in existence and all hereafter acquired by Debtor at any time or times regardless of whether simultaneous with or subsequent to the incurring of any of Debtor's Liabilities to Secured Party (the "Security Interest").

C. The Security Interest created herein shall attach without the execution or delivery to Secured Party of any instruments, documents, assignments, or other agreements of transfer, and in the event that any such instruments, documents, or other agreements of transfer are or will be delivered to Secured Party, the same are and will be in furtherance of and in addition to the Security Interest created by virtue of this Security Agreement.

3. VALIDATION OF SECURITY INTEREST, U.C.C. FILINGS: At any time, and at reasonable intervals, upon request of Secured Party (or Secured Party's attorney), Debtor will give, execute and deliver any notice, statement, instrument, document, agreement, or other papers that Secured Party may reasonably request in order to create, preserve, perfect, or validate any security interest granted pursuant hereto or to enable Secured Party to exercise and enforce its rights hereunder or with respect to such security interest. The Secured Party acknowledges and agrees that it is the responsibility of the attorney for the Secured Party to file all UCC Financing Statements, where and when required, including renewals.

4. SALE OR TRANSFER OF COLLATERAL AND OTHER ASSETS: Debtor hereby represents and agrees that while there remains any unpaid Liability to Secured Party:

A. Except for a transfer occurring in the ordinary course of business, Debtor will not sell, transfer, convey, or assign any portion of the Collateral exceeding a book value of Ten Thousand Dollars ($10,000.00) in any fiscal year without previously notifying Secured Party in writing and obtaining Secured Party's prior written consent, and provided that:

(i) the funds received from the sale, transfer, assignment or other conveyances of a portion of the Collateral must be used to immediately replace the sold goods with goods of equal or greater value, net of any debt thereon, which such replacement goods shall thereafter become part of the Collateral; or

(ii) if such goods are not replaced, then such entire amount received shall be immediately paid to Secured Party and applied to the outstanding Liabilities.

B. Subject to the provisions of Section 4.A above, if more than fifty percent (50%) of Debtor's interest in the Business is sold, then the balance of the Liabilities, at the option of Secured Party, shall become immediately due and payable. The aforementioned sale or transfer restrictions shall not be considered applicable if made to a partnership or corporation of which Debtor is an equal or majority partner or stockholder provided the transferee agrees in writing prior to the transfer to be bound by the terms and conditions hereto; any amount received by Debtor for the sale of any interest in the Business shall be immediately paid to Secured Party and

applied to the outstanding Liabilities.

5. JUDICIAL ENCUMBRANCES AND DEFENSE OF TITLE: Debtor shall not, after the effective date of this Security Agreement, allow or create any lien or encumbrance to be attached by law or any judicial process to the Collateral, unless expressly made subordinate to Secured Party's Security Interest; however, Debtor shall be entitled to "cure" any such encumbrance or lien within ten (10) days of receipt of notice of the same from Secured Party. Debtor will defend the title and Secured Party's Security Interest in and to the Collateral at Debtor's sole cost and expense.

   A. Debtor will pay and discharge promptly all taxes, assessments, and governmental charges or levies imposed upon Debtor or Debtor's income or the Collateral, as well as all judgment liens and all claims for labor and materials which, if unpaid, may constitute a lien or charge upon the Collateral, unless and only to the extent that the same shall be appropriately reserved against and be diligently contested in good faith by appropriate proceedings.

   B. Debtor will give Secured Party full and prompt written notice of any condemnation or forfeiture proceeding, and of any judgment, order, or decree entered against Debtor or the Collateral, in or by any court or governmental authority.

6. MAINTENANCE AND INSURANCE: During the term of this Security Agreement:

   A. Debtor will, at Debtor's cost, maintain the Collateral in good order and repair. Unless the Collateral is specified as a fixture, Debtor will prevent the Collateral or any part of the Collateral from becoming a fixture. Debtor shall promptly pay all costs, expenses and obligations of every kind and nature incurred in connection with the use, maintenance, servicing, repair or operation of the Collateral. Debtor agrees to operate the Business in compliance with all applicable O.S.H.A. rules and regulations.

   B. Debtor shall insure the Collateral against fire, theft, and such other risks to the extent they are insurable, and Secured Party shall be named as additional insured

      (i) if any lien is filed against Debtor relating to the Collateral (unless subordinate to Secured Party's lien or paid or bonded within thirty (30) days); or

      (ii) if a petition in bankruptcy or for relief under any law relating to the relief of Debtor's indebtedness, readjustment of indebtedness, reorganization, composition, or extension shall be filed, or any proceeding shall be instituted under any such law by or against Debtor which if instituted against (but not by) Debtor remains undismissed for a period of sixty (60) days; or

   Should Secured Party waive, in writing, any of the aforementioned insurance requirements stemming from the occurrence of one of the above-referenced events (each of which shall constitute an event of default), such waiver shall not be continuing.

   C. Debtor agrees to promptly give written notice to Secured Party upon the discovery of an occurrence of an event of default or of a third-party claim of default (e.g.,

Debtor's landlord). Except as otherwise provided herein, upon the occurrence of an event of default (subject to cure as set forth in this Security Agreement), the Liabilities shall, at the option of Secured Party, without further notice or demand, become immediately due and payable.

7. NOTICE OF DEFAULT AND RIGHT TO CURE: Unless elsewhere provided to the contrary, **Debtor shall have ten (10) days after receipt of written notice to cure if a default occurs for a failure to make payment of any Liability, and thirty (30) days after written notice to cure if the default is curable and a default other than the failure to make payment.** The right to cure shall expire at the end of the later of the aforementioned 10- day or 30-day cure period provided for in this section or another time provided in any of the events of default referenced in this Security Agreement.

8. RIGHTS AND REMEDIES ON DEFAULT: Secured Party shall have the rights and remedies with respect to the Collateral of a Secured Party under the State Uniform Commercial Code and any other applicable law that may be in effect from time to time. Without limiting the generality of the foregoing, upon the occurrence of an event of default hereunder and failure of Debtor to cure after notice is provided, the following shall apply:

   A. Secured Party shall have the right to the appointment of a receiver, by an arbitrator or by other process of law, and the right to enter upon the Premises and, without resistance or interference by Debtor, take possession of the Collateral; and/or remove all or any part of the Collateral from the Premises on which any part thereof may be located for the purpose of affecting sale or other disposition thereof. Secured Party may require Debtor to assemble and make available all or any part of the Collateral at any place and time designated reasonably convenient to Secured Party and Debtor.

   B. Secured Party may sell or cause the Collateral to be sold, in one or more sales, at such price and terms as Secured Party may

   deem best, at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute and cannot be waived) and Secured Party or anyone else may be the purchaser of any or all of the Collateral so sold and thereafter hold the same absolutely free from any claim or right of whatsoever kind, including any equity of redemption, of Debtor, any such demand, notice or right and equity being hereby expressly waived and released.

   C. Should Secured Party take possession of the Collateral and use the Collateral to operate the Business on the Premises while seeking another purchaser for the Business, then such use of the Collateral shall not constitute an election by Secured Party to retain the Collateral in satisfaction of the debt.

   D. Upon a determination by a court of competent jurisdiction that Debtor is in default hereof, Debtor will pay to Secured Party all reasonable expenses actually incurred, including reasonable attorneys' fees incidental to the enforcement of any of the provisions hereof or of any of the Liabilities, or any actual or attempted sale, retaking, enforcement, collection, compromise, or settlement of any of the Collateral

or receipt of the proceeds thereof, and for the care of the Collateral and defending or asserting the rights and claims of Secured Party in respect thereof, by litigation or otherwise, including expenses of insurance, and all such expenses shall be liabilities within the terms of this Security Agreement and secured by the Collateral.

E. If the proceeds of any sale or other lawful disposition of the Collateral are insufficient to pay the expenses, including attorneys' fees, of retaking, holding, preparing it for sale or other disposition and selling it or otherwise disposing of it, and to satisfy all of Debtor's Liabilities to Secured Party, then Debtor agrees to pay any deficiency. Debtor shall be entitled to any surplus if one results after lawful application of such proceeds.

F. Secured Party may notify any account debtor (of Debtor) of the Security Interest and may direct such account debtor to make all payments on the Collateral to Secured Party. All such payments or other proceeds received by Secured Party shall be applied to the outstanding indebtedness of Debtor.

G. Secured Party may demand, collect and sue for all proceeds of Collateral (either in Debtor's name or Secured Party's name), with the right to enforce compromise, settle or discharge any proceeds. Debtor appoints Secured Party as Debtor's attorney-in-fact to endorse Debtor's name on all checks, commercial paper and instruments pertaining to the proceeds.

H. Secured Party may exercise all and any number of the Secured Party's rights and remedies (and they shall be cumulative and not alternative) which Secured Party may have hereunder and any other paper delivered by Debtor in connection with any of Debtor's liabilities to Secured Party, and the Uniform Commercial Code or any other law, or otherwise, at any time or times, and in whole or in part.

I. Secured Party shall be under no liability to anyone for the exercise of any right or for any failure to exercise any thereof, and the exercise or failure shall not affect or discharge any liability or debt of any other person.

J. In the event Debtor fails to maintain insurance, pay taxes, assessments, costs and expenses which the Debtor is required to pay under the terms hereof or fails to keep the Collateral free from other security interests, liens or encumbrances or to maintain the Collateral in good order and repair or shall be in default in the performance of any other provisions of this Security Agreement, the Secured Party may make expenditures or take action for any such purposes. The amount so expended, together with interest thereon at the highest rate permitted by Texas law, shall immediately become due and payable by Debtor to Secured Party and shall be part of the Liabilities secured by the Security Interest herein granted.

9. CASH PROCEEDS OF RECEIVABLES: With respect to receivables (which shall include all Debtor's rights of payment, including, without limitation, rights of payment relating to chattel paper, accounts, contract rights and instruments), Debtor shall, in the absence of default hereunder, at Debtor's own expense take all necessary action promptly to collect Debtor's accounts, contract rights, instruments and chattel paper.

A. After the occurrence of an event of default and subject to Secured Party's rights described in Section 8 above, all cash proceeds of receivables (including money and checks or other drafts), shall be promptly deposited, in the form received with any endorsements necessary for collection, in a special deposit account with Secured Party (the "Collateral Collection Account") on which Debtor shall have no right to make withdrawals. At any time, Secured Party shall apply this Account, if any, to the payment of any obligation secured hereby, in the order as Secured Party may choose, or may release all or any part of the Account to Debtor.

B. After the occurrence of an event of default, Debtor shall pay and deliver all proceeds of the accounts, contract rights, instruments and chattel paper into the Collateral Collection Account immediately upon receipt, in the exact form received, with any endorsement necessary for collection, without co-mingling with any other property.

C. After the occurrence of an event of default, Debtor shall notify account debtors that their accounts, contract rights, instruments or chattel paper have been assigned to Secured Party and shall be paid directly to Secured Party. At its option, at any time after default and at Debtor's expense, Secured Party may notify account debtors to pay Secured Party directly, and may sue, collect, compromise on terms it considers proper, endorse, sell or otherwise deal with the accounts, contract rights, instruments and chattel paper either in its own name or in that of Debtor. After deduction of any expenses, including attorneys' fees, all proceeds of the collections received by Secured Party shall be applied to the payment of any obligation secured hereby, in the order as Secured Party may choose.

D. After the occurrence of an event of default, with respect to non-receivables, Debtor shall, to the extent required by Secured Party:

i. deliver chattel paper and instruments to Secured Party, and to more specifically identify Collateral, give Secured Party assignments or endorsements, as the case may be, in the forms specified by Secured Party, of specific accounts, contract rights, instruments and chattel paper as the accounts arise, the contracts are made or the paper is acquired;

ii. furnish Secured Party with the originals or copies of statements of account or ledger cards and contracts applicable to each account or contract right noting thereon, if Secured Party so requires, Secured Party's assignment and any additional statement required;

iii. inform Secured Party immediately of the claim of an account debtor relating to any specific assigned accounts, contract rights, instruments or chattel paper;

iv. make no material change in any specifically assigned account or any account arising out of a contract right assigned to Secured Party and no material change in the terms of any contract;

v. furnish Secured Party with all information received by Debtor relating to

the financial condition of the account debtor on any specifically assigned account, contract right, instrument or chattel paper;

vi. furnish to Secured Party satisfactory evidence of performance of services; and

vii. tender to Secured Party a list of account debtors (showing names, addresses and amounts owing) and such other data concerning Debtor's accounts, contract rights, chattel paper, instruments, collections and other matters as Secured Party may from time to time specify.

10. NON-WAIVER: No failure or delay on the part of Secured Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. No waiver shall be enforceable against Secured Party unless in writing, signed by Secured Party, and shall be limited solely to that one event. The rights, remedies, and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies, or benefits which Secured Party may otherwise have.

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

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

DEBTOR RELYING ON ITS OWN JUDGMENT. DEBTOR AGREES IT HAD THE OPPORTUNITY TO DISCUSS THIS SECURITY AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

12. RELEASE: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, DEBTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES SECURED PARTY, SECURED PARTY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH DEBTOR 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 SECURED PARTY'S NEGLIGENCE.**

13. TERMINATION OF SECURITY INTEREST: Upon the payment of the Liabilities in full, this Security Agreement shall automatically terminate, and Secured Party shall execute a termination statement at that time. However, the parties' rights, responsibilities, warranties and covenants and indemnifications as described in the attached Economic Development Agreement and its exhibits shall survive termination of this Security Agreement.

[Signature Page Follow]

IN WITNESS WHEREOF, Debtor hereto has executed this Security Agreement on the _____ day of _____, 2024.

FLOUR CHILD BAKED GOODS, LLC

By_____

Name _____

Title _____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of FLOUR CHILD BAKED GOODS, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, 2024.

_____
Notary Public, State of Texas

AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the MIDLAND DEVELOPMENT CORPORATION ("MDC"), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and FLOUR CHILD BAKED GOODS, LLC ("Company").

I.
Recitals

A. Company owns certain machinery, and equipment located in the corporate limits of the City of Midland, Texas, being located at One Wall Plaza, 306 West Wall Street.

B. Company is operating a Business (as defined herein) in the City of Midland, Texas.

C. Company presently contributes to local taxing entities based on sales tax and job creation and is committed to expanding the presence and value of the Business so as to provide additional value to the community of Midland, Texas.

D. MDC and Company desire to set forth the terms and conditions upon which incentive funds will be provided to Company as consideration for Company's creation and retention of primary jobs and payroll on the Property (as defined herein).

E. Company will exercise its best reasonable efforts to employ Midland residents and to advertise the availability of job openings in Midland, Texas.

F. Company anticipates creating and maintaining Full-Time Jobs (as defined herein) at the Property by the end of 2030, resulting in a total Annual Payroll (as defined herein) of not less than $520,000.00.

G. MDC finds that the expansion of the Business will promote or develop new or expanded business enterprises in the City of Midland.

H. MDC finds that the purpose of this Agreement qualifies as a "project," as defined in Section 501.101 of the Texas Local Government Code and is therefore eligible for MDC funding.

I. MDC finds that its contribution of incentive funds to Company for said project is an administrative expense or other such expense necessary or incident to placing a project in operation in accordance with Section 501.152 of the Texas Local Government Code.

J. MDC finds that the project is for the creation or retention of "primary jobs," as defined in Section 501.002 of the Texas Local Government Code; and that said project is required or suitable for the development, retention, or expansion of a manufacturing and industrial facility, as required in Section 501.101(2)(A) of the Texas Local Government Code.

K. MDC and Company previously entered into that certain Economic Development Agreement, dated January 6, 2025.

L. MDC and Company desire to modify the Economic Development Agreement by amending and restating it in its entirety.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and Company hereby agree as follows:

II.
Definitions

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

A. *"Annual Payroll"* means payments made by Company to individuals employed by Company in a Full-Time Job, including base pay, paid vacation, paid sick leave or bonuses, and benefits such as 401(k) programs, associated matching payments, and health insurance pursuant to Company's policies or practices, over a twelve-month period that begins on January 1 and ends on December 31 of such year. Such payments shall only qualify as Annual Payroll for the purposes set forth in this Agreement if the payments are actually disbursed and made during the relevant year and the term of this Agreement. Annual Payroll shall be calculated by summing such disbursements for the calendar year in which the disbursements are made.

B. *"Business"* means Company's commercial operations relating to the wholesale distribution of confections, or other such related or similar business.

C. *"Effective Date"* means January 14, 2025.

D. *"Full-Time Job"* means a position of employment that requires an individual (i) work 2,000 hours per year, including allowance for vacation, sick leave, earned time off, or other of Company's policies and practices and (ii) spend a substantial amount of his or her time performing job duties at the Business on the Property.

E. *"Personal Property"* means the following: (i) two (2) walk-in industrial freezers, (ii) one (1) freezer/reefer truck, (iii) two (2) stacking industrial ovens, (iv) two (2) double-door refrigerators, (v) one (1) dough sheeter, (vi) one (1) biscotti slicer, (vii), one (1) dough extruder, (viii) one (1) three-bay wash sink, (ix) one (1) Rheon machine, and (x) other associated equipment, if any, to be placed within or situated upon the Property. Personal Property shall be movable in nature and of a kind that is capable of being utilized at a variety of location types.

F. *"Property"* means the facility at One Wall Plaza, 306 West Wall Street, or such other location within the corporate limits of the City of Midland, Texas as may be designated by the MDC Chairman from time to time.

G. *"Starting Payroll"* means $216,000.00.

III.
Conditions Precedent

A condition precedent to MDC's obligations under this Agreement shall be that Company certify to MDC the Starting Payroll, as described in Section X.B below.

IV.
Obligations of the Company

A. **Employment Prior to December 31, 2026.** By January 31, 2027, Company shall certify to MDC, as described in Section X.B below, that a minimum of one (1) new Full-Time Job has been created, staffed, and maintained at the Business on the Property between January 1, 2026, and December 31, 2026, and that such one (1) new Full-Time Job results in an increase of $27,000.00 in total Annual Payroll above the Starting Payroll, resulting in a new total Annual Payroll of at least $243,000.00.

B. **Employment Prior to December 31, 2027.** By January 31, 2028, Company shall certify to MDC, as described in Section X.B below, that a minimum of one (1) new Full-Time Job has been created, staffed, and maintained at the Business on the Property between January 1, 2027, and December 31, 2027, and that such one (1) new Full-Time Job results in an increase of $29,000.00 in total Annual Payroll, resulting in a new total Annual Payroll of at least $272,000.00. There will be a total of two (2) new Full-Time Jobs created and maintained by the Company during the period between January 1, 2026 and December 31, 2027.

C. **Employment Prior to December 31, 2028.** By January 31, 2029, Company shall certify to MDC, as described in Section X.B below, that a minimum of two (2) new Full-Time Jobs have been created, staffed, and maintained at the Business on the Property between January 1, 2028, and December 31, 2028, and that such two (2) new Full-Time Jobs result in an increase of $58,000.00 in total Annual Payroll, resulting in a new total Annual Payroll of at least $330,000.00. There will be a total of four (4) new Full-Time Jobs created and maintained by the Company during the period between January 1, 2026 and December 31, 2028.

D. **Employment Prior to December 31, 2029.** By January 31, 2030, Company shall certify to MDC, as described in Section X.B below, that a minimum of three (3) new Full-Time Jobs have been created, staffed, and maintained at the Business on the Property between January 1, 2029, and December 31, 2029, and that such four (3) new Full-Time Jobs result in an increase of $82,000.00 in total Annual Payroll, resulting in a new total Annual Payroll of at least $412,000.00. There will be a total of seven (7) new Full-Time Jobs created and maintained by the Company during the period between May 1, 2026 and December 31, 2029.

E. **Employment Prior to December 31, 2030.** By January 31, 2031, Company shall certify to MDC, as described in Section X.B below, that a minimum of four (4) new Full-Time Jobs have been created, staffed, and maintained at the Business on the Property between January 1, 2030, and December 31, 2030, and that such four (4) new Full-Time Jobs result in an increase of $108,000.00 in total Annual Payroll, resulting in a new total Annual Payroll of at least $520,000.00. There will be a total of eleven (11) new Full-Time Jobs created and maintained by the Company during the period between January 1, 2026 and December 31, 2030.

F. **Personal Property Investment.** Company shall invest or cause to be invested certain funds for the purchase new Personal Property to be utilized by the Business at the Property in accordance with the following schedule:

1. $50,000.00 by December 31, 2026; and
2. $172,998.00 by December 31, 2028.

For the avoidance of any doubt, the investment amounts indicated in the above schedule shall be cumulative of each other and shall include all such Personal Property investments made by Company as of November 1, 2024. Company shall (i) maintain such minimum values of new Personal Property at the Property through January 31, 2030, and (ii) maintain said new Personal Property in good-working condition at the Business on the Property. Said investments in Personal Property in the Business at the Property shall be evidenced by tax statements issued by the Midland Central Appraisal District, which shall be provided to MDC on a yearly basis during the term of this Agreement. Company shall provide paid invoices and certification that the Personal Property has been paid for, in full, and the Personal Property has been installed and is functioning properly.

Notwithstanding any contrary provision contained in this Agreement, Company's Personal Property investment obligations contained in this Section shall be calculated using the purchase price actually paid by Company in its procurement of the Personal Property referenced herein, as evidenced by paid invoices and certifications referenced above; such investment obligations shall not account for or be calculated using the depreciated value of the Personal Property, if any, or the value of the Personal Property as assessed by the Midland Central Appraisal District.

Personal Property purchased under this Agreement shall not be considered, deemed, or treated as a fixture of the Property, and shall in all cases be removable and transportable such that Company can utilize the Personal Property for its intended purpose(s) if the Business is relocated pursuant to Section X.H below.

G. **Annual Compliance Certifications.** Beginning in January 2026 and continuing every year during the term of this Agreement, each year by January 31 Company shall certify to MDC, as described in Section X.B below, the following:

1. The total Annual Payroll as of December 31 of the preceding month.

2. The total amount of Personal Property investment made at the Business on the Property as of December 31 of the preceding month. Company shall describe or list the Personal Property investment and provide certification as to the purchase price or cost of such Personal Property until such time as $172,998.00 has been invested in Personal Property.

Pursuant to this Section, there will be a total of six (6) Annual Compliance Certifications due, covering Full-Time Jobs created and maintained, and Personal Property expenditures in years 2025 through 2031.

H. **Security Agreement.** Within sixty (60) days following Company's written certification that it has made the minimum Personal Property investment Referenced in Section IV.F.1, Company shall execute the Security Agreement in a form substantially similar to that of **Exhibit A**, attached hereto and incorporated herein for all purposes (the "Security Agreement"). MDC shall have the

right to file a UCC-1 Financing Statement in the state of Company's incorporation in order to perfect a lien on the assets described in the Security Agreement. Company agrees that MDC may, in an event of default by Company under the Agreement, as amended, execute against Company's Personal Property pursuant to the terms of the Security Agreement.

V.
Obligation of the MDC

Subject to Company's timely satisfaction of its obligations and any condition precedent required by this Agreement, MDC agrees to provide Company an interest-free forgivable loan in the amount of Fifty Thousand and No/100 Dollars ($50,000.00) within ten (10) days following MDC's receipt of written notice from Company that Company has made the minimum Personal Property investment referenced in Section IV.F.1. Said written notice shall be accompanied by copies of invoices or receipts that sufficiently evidence Company's minimum Personal Property investment. The interest-free forgivable loan shall be disbursed in a single lump sum payment subject to Company's full and continued compliance with the terms of this Agreement.

VI.
Repayment Provisions

The following payment and recapture provisions shall apply to this Agreement:

A. **Recapture; Loan.** If the interest-free forgivable loan was disbursed and not previously repaid, and (i) an annual compliance certification demonstrates that Company has not maintained the obligations set forth in Section IV or (ii) Company has failed to comply with any other provision or requirement of this Agreement, then Company's repayment shall immediately and automatically be accelerated, and Company shall repay to MDC $50,000.00 in accordance with Section VI.B.

B. **Repayment Terms.** Any amount repayable to the MDC hereunder shall be repaid, without interest, within thirty (30) days after MDC gives written notice to Company that Company is in default. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall Company be obligated to repay MDC an amount exceeding the total funds actually received by Company from MDC under this Agreement.

VII.
Cure Period

In lieu of demanding repayment within thirty (30) days after MDC gives Company written notice of its default as set forth in this Agreement, MDC may, in its sole and absolute discretion, elect to allow Company a period not to exceed one hundred eighty (180) days to cure any such default. Any such election by MDC to allow Company to cure such a default shall in no way be construed as, or shall operate as, a waiver of any of MDC's rights contained herein, including but not limited to MDC's rights to repayment under this Agreement.

VIII.
Term

Upon execution by the parties, this Agreement becomes effective on the Effective Date and shall terminate on the earlier to occur of (a) March 31, 2031, or (b) as set forth in Section XI.E.

IX.
Law

The parties acknowledge that the funds herein granted shall be utilized solely for purposes authorized under the terms of this Agreement and the Development Corporation Act, Chapter 501 of the Texas Local Government Code.

X.
Special Conditions

A. **Total Financial Commitment.** Notwithstanding any other provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed $50,000.00 in the aggregate.

B. **Certifications.** Company agrees to the following certification requirements:

1. As to the certifications required in Section IV.A-E, Company shall provide reasonable evidence or supporting documentation. Documentation for employment numbers may be in the form of Texas Workforce Commission Employer Quarterly Reports, or certified employee rosters that show the hours worked and positions filled, or such other reports as may be agreed upon by MDC and Company. Upon a reasonable request, MDC may review Company's Texas Workforce Commission Employer Quarterly Reports in Midland, Texas, but may not copy or retain a copy of said reports.

2. Company shall provide to MDC a supplemental employment report as of September 30 of each year during the term of this Agreement evidencing the current number of Full-Time Jobs created, staffed, and maintained and the corresponding total Annual Payroll resulting from said Jobs.

3. Company shall allow MDC reasonable access to the Property for purposes of determining Company's compliance with the employment certifications given by Company, provided that such access shall be (i) with prior written notice; (ii) accompanied by representatives of Company; (iii) during normal business hours; and (iv) in accordance with the reasonable rules and regulations of Company governing such entrance, including all reasonable health, safety and environmental procedures and policies issued by Company from time to time.

4. As to the certifications required in Section IV.F, Company shall provide a letter from Company's president or executive officer.

5. When requested in writing by MDC to do so, Company will provide an annual statement in a form acceptable to MDC and Company that, to Company's knowledge, Company is in compliance with each applicable material term of this Agreement.

6. All certifications required under this Agreement shall be signed and sworn to by Company's chief executive officer and chief financial officer, or equivalents thereto, before a notary and shall contain the statement that the information contained in the certification is true and correct. E-mail shall not be an acceptable form of certification under this Agreement.

7. Company shall maintain, during the term of this Agreement and for a period of three (3) years following expiration of the term, all records necessary to confirm that it has met its obligations under this Agreement relating to Annual Payroll and Personal Property, including (as appropriate): (a) all payroll records and daily time sheets and other records of personnel utilization on work activities at the Property (including records on an hourly basis for personnel); (b) invoices for materials and equipment; and (c) agreements, subcontracts and purchase orders relating to the Personal Property. Upon reasonable advance written notice, Company shall make all such documents available to MDC for inspection, audit and copying, regardless of whether a dispute is then pending between the parties. Access shall be provided to MDC during normal business hours in an adequate workspace.

C. **Covenants.** Company makes the following covenants to MDC and agrees that in the event of failure of Company to comply with such covenants, the breach of any one of which shall constitute an event of default, MDC may terminate this Agreement, at its sole and absolute discretion. In the event of such termination, if any consideration has been paid to or on behalf of Company, and not earned by Company as to its obligations pursuant to this Agreement, Company must reimburse MDC for such consideration:

1. Company is a legal entity duly organized, validly existing and in good standing and is duly authorized to do business in the State of Texas.

2. The execution of this Agreement has been duly authorized by Company's board of directors or other governing body, or by officers empowered to execute such agreements and bind Company and is not in contravention of the provisions of Company's articles of incorporation or bylaws, or of any agreement or instrument to which Company is party to or by which it may be bound, the breach of which would have a material, adverse effect on Company and its operations.

3. There are no bankruptcy proceedings currently pending by or against Company.

D. **Suspension.** MDC, under the following circumstances and at its sole discretion, may terminate this Agreement, and Company must reimburse any of the unearned consideration as to the Personal Property and Employment investment paid by MDC to Company pursuant to this Agreement:

1. The insolvency of Company. "Insolvency" shall have the meaning set forth in federal bankruptcy law.

2. The appointment of a receiver of Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

3. The adjudication of Company as bankrupt, the filing by Company of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against Company in any bankruptcy or reorganization proceeding.

E. **Additional Covenants.** If Company should fail to comply with any of the following provisions, and such failure continues for thirty (30) days following written notice to Company (each, an event of default), MDC may terminate this Agreement. In the event that the Agreement is terminated, Company shall be required to reimburse MDC for all consideration paid to Company by MDC and not earned by Company pursuant to this Agreement.

1. Company, or any affiliate of, or successor to Company, shall continue its fulltime commercial operations in accordance with Company's obligations set forth in this Agreement on the Property at all times during the period of this Agreement.

2. Company shall pay, or cause to be paid, before delinquent all ad valorem taxes assessed against the Property and Personal Property owed to the taxing authorities having jurisdiction. In addition, Company will pay before delinquent all employment, income, franchise and all other taxes to all local, state and federal entities.

3. Company shall, on a yearly basis during the term of this Agreement, provide MDC with tax certificates from Midland Central Appraisal District demonstrating that all taxes on the Property and Personal Property have been paid in full to the current tax year.

4. Company shall obtain and maintain all necessary rights, licenses, and permits to carry on its Business.

5. Company agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply in all material respects with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, religion, age, sex or by reason of being disabled.

6. Company agrees that it shall comply with Texas Government Code Section 2264.001 *et seq.*, as amended.

7. Notwithstanding Section X.H below, Company shall maintain the Business at all times during the term of this Agreement at a location within the corporate limits of the City of Midland, Texas.

F. **Payments.** Payments to be made to Company shall be made upon a written request from Company and completion and submission of all necessary supporting documentation as required pursuant to this Agreement. The payment request and documentation should be directed in accordance with Section XI.N below.

G. **Interpretation of Terms & Obligations.** Notwithstanding any other provision contained herein to the contrary, the parties agree that in the event that there is a dispute regarding whether a particular item falls within the definition of Annual Payroll, Personal Property, or Full-Time Job, MDC shall make such determination in its sole and absolute discretion and said decision shall be binding on Company.

H. **Relocation of the Business.** The parties acknowledge and agree that it might be commercially advantageous for Company to relocate the Business during the term of this Agreement to another location within the corporate limits of the City of Midland to accommodate Company's future growth and/or an expansion of its present facilities. If Company chooses to relocate the Business for the purposes referenced herein, Company shall provide MDC with ninety (90) days' written notice prior to any proposed relocation. The notice shall include (i) the address at which the Business is proposed to be relocated to, and (ii) a detailed explanation of reasons for the relocation and any anticipated impact on the Business. Approval of the Business' relocation shall be subject to the written approval of MDC's Chairman of the Board of Directors, which shall not be unreasonably withheld, conditioned, or delayed. At MDC's option, Company shall make the facilities new location of the Business available for inspection by personnel authorized by MDC.

Company acknowledges and agrees that the consideration and benefits conferred to it under the terms of this Agreement are made expressly subject to Company's covenant to operate the Business within the corporate limits of the City of Midland. Company's (i) failure to operate the Business within the corporate limits of the City of Midland, or (ii) relocation of the Business outside the corporate limits of the City of Midland during the term of this Agreement shall constitute a default.

XI.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties. This Agreement acts to supersede and replace that certain Economic Development Agreement dated January 6, 2025, between the parties, which shall be of no further force or effect.

B. **Legal Relationships.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other and no party shall have the power to bind or obligate another, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and Company. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a community of pecuniary interest or an equal right of control that would give rise to vicarious liability.

C. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity that is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

D. **Independent Contractor.** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between MDC and Company, their officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC and Company. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of MDC. Company shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

E. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by any party, upon the failure of another party to fulfill a material obligation as set forth herein if the

default is not cured within thirty (30) days after written notice from the other party reasonably specifying such breach, or such longer period as may be reasonably necessary so long as such party has commenced the cure within such thirty (30) day period, and thereafter is diligently pursuing such cure.

F. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

G. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard to conflict of laws or rules that would direct the application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The sole, exclusive, and mandatory venue for any claims, suits, disputes or any other action arising from, relating to or concerning in any way this Agreement or the performance of this Agreement shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas.

H. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

I. **Law.** This Agreement is subject to all applicable municipal, county, state and federal laws, regulations, orders and rules and Company agree that they will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. As used in this Agreement, the phrase "applicable law" is deemed to include the foregoing. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

J. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned without the prior written consent of the other parties.

K. **Notices.** All notices to the parties required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Any party hereto may change the address below by sending written notice of such change to the other parties in the manner provided herein.

If to MDC:

Midland Development Corporation
Attn: MDC Chairman
Attn: Executive Director
200 N. Loraine Street, Suite 610
Midland, Texas 79701

With Copy To:

If to Company:

Flour Child Baked Goods, LLC
610 West Kansas Avenue
Midland, Texas 79701

City Attorney's Office
City Hall
300 N. Loraine Street, Suite 320
Midland, Texas 79701

L. **Waiver of Attorney Fees. BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE IN THE FUTURE AGAINST EACH OTHER REGARDING THE AWARD OF ATTORNEY FEES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES AGREE THAT IF EITHER PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.**

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE PARTIES ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE PARTIES. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

THE PARTIES ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY AGREES IT HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

M. **Amendment.** This Agreement may only be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement. No amendment shall be effective unless approved by a resolution duly passed by the MDC Board of Directors.

N. **Payments.** All payments to any party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Any party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:

Midland Development Corporation
Attn: MDC Chairman
Attn: Executive Director
200 N. Loraine Street, Suite 610

If to Company:

Flour Child Baked Goods, LLC
311 East Illinois Street
Midland, Texas 79701

Midland, Texas 79701

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

P. **Consideration.** MDC and Company hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

Q. **Governmental Immunity.** By executing this Agreement, MDC is not waiving its right of governmental immunity. MDC is retaining its immunity from suit. MDC is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

R. **Governmental Function. MDC AND COMPANY HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, COMPANY RELEASES MDC FROM ANY PRESENT OR FUTURE CLAIMS ASSERTING MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. MDC AND COMPANY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.**

S. **No Disparity of Bargaining Position.** MDC and Company agree that there was no disparity of bargaining power between the parties in the negotiation and execution of this Agreement. MDC and Company acknowledge and agree that they were represented by legal counsel. MDC and Company acknowledge and agree that they read and understood the entire Agreement prior to its execution. MDC and Company acknowledge and agree that there were numerous compromises and concessions made by the parties resulting in the agreed-upon terms of this Agreement.

T. **Notice of Alleged Breach; Statutory Prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or its legal representatives, shall give the MDC Chairman notice in writing (consisting of one (1) original and two (2) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include

when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claims. Failure to so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that Company's notice is insufficient. MDC reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Texas law. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages regardless of whether MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this Section are reasonable.

U. **Approval Required.** This Agreement shall not become effective until approved by the Midland City Council.

V. **Company's Expansion Options.** Company had many options to expand the Business within the Permian Basin, and Company specifically chose to expand the Business in the corporate limits of the City of Midland due to the commercial and community advantages offered in Midland.

W. **Waiver of Consequential Damages. THE PARTIES HEREBY WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ALL CONSEQUENTIAL DAMAGES ARISING OR RELATED TO THIS AGREEMENT. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES INCURRED BY EITHER PARTY FOR RENTAL EXPENSES, FOR LOSSES OF USE, INCOME, PROFIT, FINANCING, BUSINESS AND REPUTATION, AND FOR LOSS OF MANAGEMENT OR EMPLOYEE PRODUCTIVITY OR FOR THE SERVICES OF SUCH PERSONS, AND FOR PRINCIPAL OFFICE EXPENSES INCLUDING THE COMPENSATION OF PERSONNEL STATIONED AT THE BUSINESS ON THE PROPERTY, FOR LOSSES OF FINANCING, BUSINESS AND REPUTATION, AND FOR LOSS OF PRESENT AND FUTURE PROFITS.**

X. **Required Verifications.** Pursuant to Chapter 2264 of the Texas Government Code, Company certifies that as of the effective date of this Agreement and throughout the term of this Agreement, Company's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in Section 2264.001 of the Texas Government Code), and if Company's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. § 1324a(f) occurring during the term of this Agreement, Company shall repay to the MDC the total amount of funds paid to Company under this Agreement, plus interest at the Agreed Rate (as defined below), not later than the 120th day after the date the MDC notifies Company of the violation. It is agreed that for purposes of this Section, but only if permissible under Chapter 2264 of the Texas Government Code, (i) "Company's business, or a branch, division, or department thereof" shall be limited to Company's business in

Midland, Texas; (ii) Company shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom Company contracts; (iii) neither Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and (iv) the date that "MDC notifies Company of the violation" may not be earlier than the date that Company has been "convicted of a violation" as provided above in this Section. For purposes of this Section, "Agreed Rate" shall mean shall mean the lesser of: (i) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers and (ii) the highest lawful rate.

In accordance with Section 2252.152 of the Texas Government Code, the parties covenant and agree that Company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, Company hereby verifies that Company does not: (i) boycott Israel and will not boycott Israel during the term of this Agreement; (ii) boycott energy companies and will not boycott energy companies during the term of this Agreement; and (iii) have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, MDC and Company have executed this Agreement as of the Effective Date.

MIDLAND DEVELOPMENT CORPORATION

P. Lourcey Sams, Chairman

ATTEST:

Elvie Brown, Secretary

FLOUR CHILD BAKED GOODS, LLC

By: Crystal Foley

Name: Crystal Foley

Title: Co-owner

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Crystal Foley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of FLOUR CHILD BAKED GOODS, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of May, 2025.

Diana Geerts

Notary Public, State of Texas

DIANA ELENA GEERTS
NOTARY PUBLIC
STATE OF TEXAS
ID 130387222
EXP. 09/29/2027

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made by and between the Midland Development Corporation ("Secured Party"), and Flour Child Baked Goods, LLC ("Debtor").

WHEREAS, Secured Party and Debtor have entered into that certain Economic Development Agreement dated May 19, 2025 (the "Economic Development Agreement"), which is incorporated herein by reference for all purposes; and

WHEREAS, to secure payment and performance of any and all liabilities and obligations of Debtor to the Secured Party (as hereinafter described) pursuant to the Economic Development Agreement, Debtor hereby assigns, transfers, pledges, and grants a security interest in the Collateral (as hereinafter defined) to the Secured Party, and Debtor hereby warrants, covenants and agrees that the Secured Party shall have the rights, remedies, and benefits hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS: The terms "Secured Party" and "Debtor" as used in this Security Agreement shall include the successors or assigns of these parties. If more than one Debtor executes this Security Agreement, the term "Debtor" shall include each Debtor as well as all of them, and their obligations under this Security Agreement shall be joint and several.

   A. For purposes of this Security Agreement, the term "Business" shall mean the Business owned and operated by Debtor; the term "Premises" shall include the present and any or all future locations of the Business, whether singular or multiple and wherever located, including the property located at 311 East Illinois Street, Midland, Texas.

   B. The term "Liabilities" shall include all financial obligations of Debtor to Secured Party, now existing or hereafter arising, whether direct or indirect, assumed or acquired outright, conditionally or as collateral security from another, absolute or conditional, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise.

   C. The term "Collateral" shall mean the following: (i) two (2) walk-in industrial freezers, (ii) one (1) freezer/reefer truck, (iii) two (2) stacking industrial ovens, (iv) two (2) double-door refrigerators, (v) one (1) dough sheeter, (vi) one (1) biscotti slicer, (vii), one (1) dough extruder, (viii) one (1) three-bay wash sink, (ix) one (1) Rheon machine, and (x) other associated equipment, if any, to be fixed or attached to, or placed within or situated upon the Premises by Debtor.

2. SECURITY INTEREST: In consideration and as an inducement for Secured Party's extending credit to Debtor for purchasing the Collateral, Debtor agrees to the following:

   A. Secured Party may file one or more UCC Financing Statements (to be provided and filed by Secured Party's attorney), where and when required for the perfection of Secured Party's security interest in the Collateral.

B. Debtor hereby grants to Secured Party a lien on, and a continuing security interest in the Collateral together with all substitutions, replacements, and proceeds, including all of the foregoing now in existence and all hereafter acquired by Debtor at any time or times regardless of whether simultaneous with or subsequent to the incurring of any of Debtor's Liabilities to Secured Party (the "Security Interest").

C. The Security Interest created herein shall attach without the execution or delivery to Secured Party of any instruments, documents, assignments, or other agreements of transfer, and in the event that any such instruments, documents, or other agreements of transfer are or will be delivered to Secured Party, the same are and will be in furtherance of and in addition to the Security Interest created by virtue of this Security Agreement.

3. VALIDATION OF SECURITY INTEREST, U.C.C. FILINGS: At any time, and at reasonable intervals, upon request of Secured Party (or Secured Party's attorney), Debtor will give, execute and deliver any notice, statement, instrument, document, agreement, or other papers that Secured Party may reasonably request in order to create, preserve, perfect, or validate any security interest granted pursuant hereto or to enable Secured Party to exercise and enforce its rights hereunder or with respect to such security interest. The Secured Party acknowledges and agrees that it is the responsibility of the attorney for the Secured Party to file all UCC Financing Statements, where and when required, including renewals.

4. SALE OR TRANSFER OF COLLATERAL AND OTHER ASSETS: Debtor hereby represents and agrees that while there remains any unpaid Liability to Secured Party:

A. Except for a transfer occurring in the ordinary course of business, Debtor will not sell, transfer, convey, or assign any portion of the Collateral exceeding a book value of Ten Thousand Dollars ($10,000.00) in any fiscal year without previously notifying Secured Party in writing and obtaining Secured Party's prior written consent, and provided that:

(i) the funds received from the sale, transfer, assignment or other conveyances of a portion of the Collateral must be used to immediately replace the sold goods with goods of equal or greater value, net of any debt thereon, which such replacement goods shall thereafter become part of the Collateral; or

(ii) if such goods are not replaced, then such entire amount received shall be immediately paid to Secured Party and applied to the outstanding Liabilities.

B. Subject to the provisions of Section 4.A above, if more than fifty percent (50%) of Debtor's interest in the Business is sold, then the balance of the Liabilities, at the option of Secured Party, shall become immediately due and payable. The aforementioned sale or transfer restrictions shall not be considered applicable if made to a partnership or corporation of which Debtor is an equal or majority partner or stockholder provided the transferee agrees in writing prior to the transfer to be bound by the terms and conditions hereto; any amount received by Debtor for the sale of any interest in the Business shall be immediately paid to Secured Party and

applied to the outstanding Liabilities.

5. JUDICIAL ENCUMBRANCES AND DEFENSE OF TITLE: Debtor shall not, after the effective date of this Security Agreement, allow or create any lien or encumbrance to be attached by law or any judicial process to the Collateral, unless expressly made subordinate to Secured Party's Security Interest; however, Debtor shall be entitled to "cure" any such encumbrance or lien within ten (10) days of receipt of notice of the same from Secured Party. Debtor will defend the title and Secured Party's Security Interest in and to the Collateral at Debtor's sole cost and expense.

   A. Debtor will pay and discharge promptly all taxes, assessments, and governmental charges or levies imposed upon Debtor or Debtor's income or the Collateral, as well as all judgment liens and all claims for labor and materials which, if unpaid, may constitute a lien or charge upon the Collateral, unless and only to the extent that the same shall be appropriately reserved against and be diligently contested in good faith by appropriate proceedings.

   B. Debtor will give Secured Party full and prompt written notice of any condemnation or forfeiture proceeding, and of any judgment, order, or decree entered against Debtor or the Collateral, in or by any court or governmental authority.

6. MAINTENANCE AND INSURANCE: During the term of this Security Agreement:

   A. Debtor will, at Debtor's cost, maintain the Collateral in good order and repair. Unless the Collateral is specified as a fixture, Debtor will prevent the Collateral or any part of the Collateral from becoming a fixture. Debtor shall promptly pay all costs, expenses and obligations of every kind and nature incurred in connection with the use, maintenance, servicing, repair or operation of the Collateral. Debtor agrees to operate the Business in compliance with all applicable O.S.H.A. rules and regulations.

   B. Debtor shall insure the Collateral against fire, theft, and such other risks to the extent they are insurable, and Secured Party shall be named as additional insured

      (i) if any lien is filed against Debtor relating to the Collateral (unless subordinate to Secured Party's lien or paid or bonded within thirty (30) days); or

      (ii) if a petition in bankruptcy or for relief under any law relating to the relief of Debtor's indebtedness, readjustment of indebtedness, reorganization, composition, or extension shall be filed, or any proceeding shall be instituted under any such law by or against Debtor which if instituted against (but not by) Debtor remains undismissed for a period of sixty (60) days; or

   Should Secured Party waive, in writing, any of the aforementioned insurance requirements stemming from the occurrence of one of the above-referenced events (each of which shall constitute an event of default), such waiver shall not be continuing.

   C. Debtor agrees to promptly give written notice to Secured Party upon the discovery of an occurrence of an event of default or of a third-party claim of default (e.g.,

Debtor's landlord). Except as otherwise provided herein, upon the occurrence of an event of default (subject to cure as set forth in this Security Agreement), the Liabilities shall, at the option of Secured Party, without further notice or demand, become immediately due and payable.

7. NOTICE OF DEFAULT AND RIGHT TO CURE: Unless elsewhere provided to the contrary, **Debtor shall have ten (10) days after receipt of written notice to cure if a default occurs for a failure to make payment of any Liability, and thirty (30) days after written notice to cure if the default is curable and a default other than the failure to make payment.** The right to cure shall expire at the end of the later of the aforementioned 10- day or 30-day cure period provided for in this section or another time provided in any of the events of default referenced in this Security Agreement.

8. RIGHTS AND REMEDIES ON DEFAULT: Secured Party shall have the rights and remedies with respect to the Collateral of a Secured Party under the State Uniform Commercial Code and any other applicable law that may be in effect from time to time. Without limiting the generality of the foregoing, upon the occurrence of an event of default hereunder and failure of Debtor to cure after notice is provided, the following shall apply:

   A. Secured Party shall have the right to the appointment of a receiver, by an arbitrator or by other process of law, and the right to enter upon the Premises and, without resistance or interference by Debtor, take possession of the Collateral; and/or remove all or any part of the Collateral from the Premises on which any part thereof may be located for the purpose of affecting sale or other disposition thereof. Secured Party may require Debtor to assemble and make available all or any part of the Collateral at any place and time designated reasonably convenient to Secured Party and Debtor.

   B. Secured Party may sell or cause the Collateral to be sold, in one or more sales, at such price and terms as Secured Party may

   deem best, at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute and cannot be waived) and Secured Party or anyone else may be the purchaser of any or all of the Collateral so sold and thereafter hold the same absolutely free from any claim or right of whatsoever kind, including any equity of redemption, of Debtor, any such demand, notice or right and equity being hereby expressly waived and released.

   C. Should Secured Party take possession of the Collateral and use the Collateral to operate the Business on the Premises while seeking another purchaser for the Business, then such use of the Collateral shall not constitute an election by Secured Party to retain the Collateral in satisfaction of the debt.

   D. Upon a determination by a court of competent jurisdiction that Debtor is in default hereof, Debtor will pay to Secured Party all reasonable expenses actually incurred, including reasonable attorneys' fees incidental to the enforcement of any of the provisions hereof or of any of the Liabilities, or any actual or attempted sale, retaking, enforcement, collection, compromise, or settlement of any of the Collateral

or receipt of the proceeds thereof, and for the care of the Collateral and defending or asserting the rights and claims of Secured Party in respect thereof, by litigation or otherwise, including expenses of insurance, and all such expenses shall be liabilities within the terms of this Security Agreement and secured by the Collateral.

E. If the proceeds of any sale or other lawful disposition of the Collateral are insufficient to pay the expenses, including attorneys' fees, of retaking, holding, preparing it for sale or other disposition and selling it or otherwise disposing of it, and to satisfy all of Debtor's Liabilities to Secured Party, then Debtor agrees to pay any deficiency. Debtor shall be entitled to any surplus if one results after lawful application of such proceeds.

F. Secured Party may notify any account debtor (of Debtor) of the Security Interest and may direct such account debtor to make all payments on the Collateral to Secured Party. All such payments or other proceeds received by Secured Party shall be applied to the outstanding indebtedness of Debtor.

G. Secured Party may demand, collect and sue for all proceeds of Collateral (either in Debtor's name or Secured Party's name), with the right to enforce compromise, settle or discharge any proceeds. Debtor appoints Secured Party as Debtor's attorney-in-fact to endorse Debtor's name on all checks, commercial paper and instruments pertaining to the proceeds.

H. Secured Party may exercise all and any number of the Secured Party's rights and remedies (and they shall be cumulative and not alternative) which Secured Party may have hereunder and any other paper delivered by Debtor in connection with any of Debtor's liabilities to Secured Party, and the Uniform Commercial Code or any other law, or otherwise, at any time or times, and in whole or in part.

I. Secured Party shall be under no liability to anyone for the exercise of any right or for any failure to exercise any thereof, and the exercise or failure shall not affect or discharge any liability or debt of any other person.

J. In the event Debtor fails to maintain insurance, pay taxes, assessments, costs and expenses which the Debtor is required to pay under the terms hereof or fails to keep the Collateral free from other security interests, liens or encumbrances or to maintain the Collateral in good order and repair or shall be in default in the performance of any other provisions of this Security Agreement, the Secured Party may make expenditures or take action for any such purposes. The amount so expended, together with interest thereon at the highest rate permitted by Texas law, shall immediately become due and payable by Debtor to Secured Party and shall be part of the Liabilities secured by the Security Interest herein granted.

9. CASH PROCEEDS OF RECEIVABLES: With respect to receivables (which shall include all Debtor's rights of payment, including, without limitation, rights of payment relating to chattel paper, accounts, contract rights and instruments), Debtor shall, in the absence of default hereunder, at Debtor's own expense take all necessary action promptly to collect Debtor's accounts, contract rights, instruments and chattel paper.

A. After the occurrence of an event of default and subject to Secured Party's rights described in Section 8 above, all cash proceeds of receivables (including money and checks or other drafts), shall be promptly deposited, in the form received with any endorsements necessary for collection, in a special deposit account with Secured Party (the "Collateral Collection Account") on which Debtor shall have no right to make withdrawals. At any time, Secured Party shall apply this Account, if any, to the payment of any obligation secured hereby, in the order as Secured Party may choose, or may release all or any part of the Account to Debtor.

B. After the occurrence of an event of default, Debtor shall pay and deliver all proceeds of the accounts, contract rights, instruments and chattel paper into the Collateral Collection Account immediately upon receipt, in the exact form received, with any endorsement necessary for collection, without co-mingling with any other property.

C. After the occurrence of an event of default, Debtor shall notify account debtors that their accounts, contract rights, instruments or chattel paper have been assigned to Secured Party and shall be paid directly to Secured Party. At its option, at any time after default and at Debtor's expense, Secured Party may notify account debtors to pay Secured Party directly, and may sue, collect, compromise on terms it considers proper, endorse, sell or otherwise deal with the accounts, contract rights, instruments and chattel paper either in its own name or in that of Debtor. After deduction of any expenses, including attorneys' fees, all proceeds of the collections received by Secured Party shall be applied to the payment of any obligation secured hereby, in the order as Secured Party may choose.

D. After the occurrence of an event of default, with respect to non-receivables, Debtor shall, to the extent required by Secured Party:

i. deliver chattel paper and instruments to Secured Party, and to more specifically identify Collateral, give Secured Party assignments or endorsements, as the case may be, in the forms specified by Secured Party, of specific accounts, contract rights, instruments and chattel paper as the accounts arise, the contracts are made or the paper is acquired;

ii. furnish Secured Party with the originals or copies of statements of account or ledger cards and contracts applicable to each account or contract right noting thereon, if Secured Party so requires, Secured Party's assignment and any additional statement required;

iii. inform Secured Party immediately of the claim of an account debtor relating to any specific assigned accounts, contract rights, instruments or chattel paper;

iv. make no material change in any specifically assigned account or any account arising out of a contract right assigned to Secured Party and no material change in the terms of any contract;

v. furnish Secured Party with all information received by Debtor relating to

the financial condition of the account debtor on any specifically assigned account, contract right, instrument or chattel paper;

vi. furnish to Secured Party satisfactory evidence of performance of services; and

vii. tender to Secured Party a list of account debtors (showing names, addresses and amounts owing) and such other data concerning Debtor's accounts, contract rights, chattel paper, instruments, collections and other matters as Secured Party may from time to time specify.

10. NON-WAIVER: No failure or delay on the part of Secured Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. No waiver shall be enforceable against Secured Party unless in writing, signed by Secured Party, and shall be limited solely to that one event. The rights, remedies, and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies, or benefits which Secured Party may otherwise have.

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

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

DEBTOR RELYING ON ITS OWN JUDGMENT. DEBTOR AGREES IT HAD THE OPPORTUNITY TO DISCUSS THIS SECURITY AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

12. RELEASE: **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, DEBTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES SECURED PARTY, SECURED PARTY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH DEBTOR 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 SECURED PARTY'S NEGLIGENCE.**

13. TERMINATION OF SECURITY INTEREST: Upon the payment of the Liabilities in full, this Security Agreement shall automatically terminate, and Secured Party shall execute a termination statement at that time. However, the parties' rights, responsibilities, warranties and covenants and indemnifications as described in the attached Economic Development Agreement and its exhibits shall survive termination of this Security Agreement.

[Signature Page Follow]

IN WITNESS WHEREOF, Debtor hereto has executed this Security Agreement on the 19th day of May, 2025.

FLOUR CHILD BAKED GOODS, LLC

By Crystal Foley

Name Crystal Foley

Title Owner

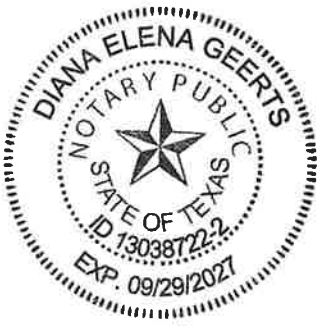
THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Crystal Foley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of FLOUR CHILD BAKED GOODS, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this May 19, 2025.

Diana Geerts

Notary Public, State of Texas



City Council Meeting

Item Number: 12

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Brian Rackow,

Subject: MOTION ACCEPTING THE DONATION OF A 2021 CONTINENTAL 6' X 12' CARGO TRAILER FROM MR. CHRISTOPHER ANDREWS; SAID CARGO TRAILER SHALL BE UTILIZED BY THE MIDLAND POLICE DEPARTMENT NEGOTIATOR UNIT (DISTRICT: NONE) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

This cargo trailer will provide a critical enhancement to the capabilities of the Negotiator Unit. Its primary use will be for the storage and secure transport of negotiation-related equipment, which currently takes up significant space within the existing negotiator van. By relocating much of this equipment to the trailer, negotiators will gain improved freedom of movement and more functional space within the van during active deployments.

Recommended City Council Action:

Approve

Fiscal Impact:

This donation does not have any fiscal impact on the City of Midland.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Accepting this donation will significantly strengthen our unit's effectiveness and preparedness in the field, while also enhancing the safety of officers and civilians during high-stress negotiation scenarios.

We respectfully request that this proposal be reviewed and approved so that arrangements for the acceptance and integration of the trailer into the unit's operations can proceed.

Morris William Jr.

City Manager's Office

City Council Meeting

Item Number: 13

Meeting Date: April 22, 2025, May 13, 2025

To: City Council / City Manager

From: Britton Murry, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 5.57-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND SOLOMON LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Kent Distributors, Incorporated, is requesting a Zone Change from O-1, Office District, to RR, Regional Retail District, to develop a Lite Automotive Services Center on a property located on North Big Spring Street.

Recommended City Council Action:

Deny

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

O-1, Office District

Surrounding Zoning and Land Use:

Surrounding zoning includes PD, Planned Development District for Industrial District to the north and east and SF-3, Single-Family Dwelling District, also to the east. The properties to the west are zoned PD, Planned Development District for Housing Development and the adjacent property to the south is zoned AE, Agricultural Estate District.

Surrounding uses include a fire station to the north, a window tinting service and single-family residential to the east, single-family residential to the west and a funeral home to the south.

Analysis:

The subject property is zoned O-1, Office District. Kent Distributors, Incorporated, is seeking this zone change to develop an Automobile Service Garage, which is not an allowed use in the O-1, Office District [Midland City Code 4.03]. Due to the presence of adjacent single-family residential uses to the east and west, this request would introduce more intense commercial uses and therefore would not be compatible with the surrounding area. Given that the property is almost surrounded by residential, this request would also be inconsistent with the surrounding SF-3, Single-Family Dwelling District, and PD, Planned Development District for Housing Development zoning to the east and west.

This request is inconsistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as U-M, Urban-Medium. This designation calls for mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches 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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

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 with Conditions)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway. [Reference City Code Section 9-4-5(D).]

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings. [For the 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 the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Denied)

This item is scheduled for the April 21, 2025 P&Z meeting.

Therefore, staff recommends denial of this Zone Change from O-1, Office District, to RR, Regional Retail District.

Letters of Objection:

As of April 11, 2025, staff has received 15 letters of objection. 9 of the letters are within the 200-foot buffer and have been counted towards the percentage. 6 of the letters are outside of the 200-foot buffer and are therefore not to be counted towards the objection percentage. However, we have still included them in the City Council packet. The objection percentage within the 200-foot buffer is 32.8%. This item will require a three-fourths vote by Council to be approved.

Attachments:

Application
Survey
Maps
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 5.57-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND SOLOMON LANE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard 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, to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-1, Office District to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

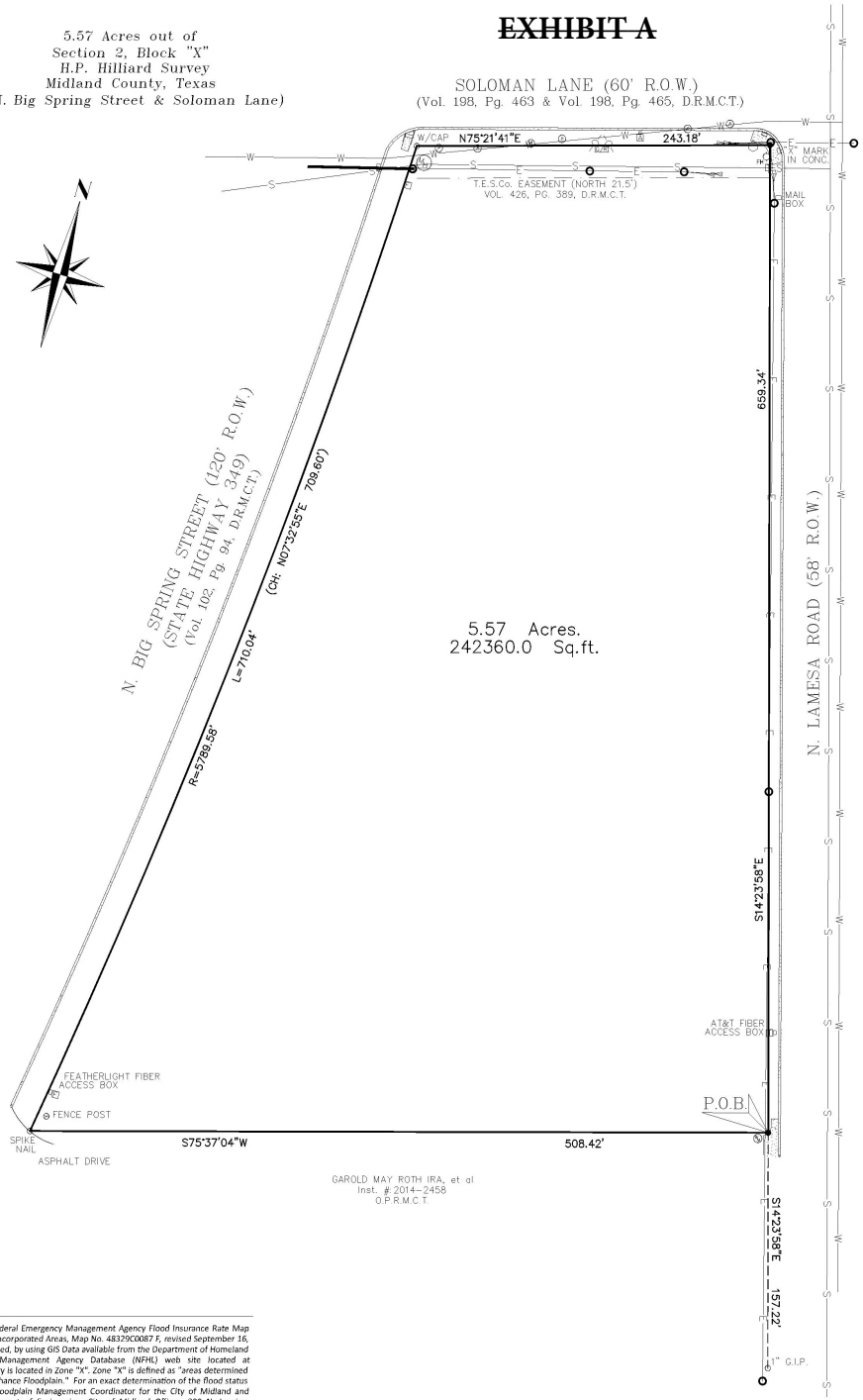
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

~~EXHIBIT A~~

5.57 Acres out of
Section 2, Block "X"
H.P. Hilliard Survey
Midland County, Texas
(N. Big Spring Street & Soloman Lane)





VICINITY MAP
not to scale

TITLE COMMITMENT Prepared by:

West Texas Abstract & Title Co.; GF No. WTA-80C-48802529174
Issued Date: February 3, 2025, 8:00 a.m.
Effective Date: January 20, 2025, 8:00 a.m.

LEGAL DESCRIPTION:

BEING a description of a 5.57 acre tract of land out of Section 2, Block "X", H.P. Hilliard Survey, Midland County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with pink plastic cap marked "RPLS 6832" set in the West Right-of-Way of North Lamesa Road, for the Southeast corner of this 5.57 acre tract, the same being the Northeast corner of a 1.97 acre tract, as described in Instrument No. 2014-2458, Official Public Records of Midland County, Texas, from which a 1 inch G.I.P. found for the Southeast corner of said 1.97 acre tract bears S 14°23'58" E, a distance of 157.22 feet;

THENCE S 75°37'04" W, with the North line of said 1.97 acre tract, a distance of 508.42 to a spike nail found in the East Right-of-Way of North Big Spring Street (State Highway 349), for the Northwest corner of said 1.97 acre tract, the same being the Southwest corner of this 5.57 acre tract;

THENCE with the East Right-of-Way of said North Big Spring Street, a curve to the left, having a radius of 5789.58 feet and an arc length of 710.04 (Chord: N 07°32'55" E, 709.60 feet) to a 1/2 inch iron with with an orange cap found in the East Right-of-Way of said North Big Spring Street and the South Right-of-Way of Soloman Lane, for the Northwest corner of this 5.57 acre tract;

THENCE N 75°21'41" E, with the South Right-of-Way of said Soloman Lane, a distance of 243.18 feet to an "X" cut in concrete, in the South Right-of-Way of said Soloman Lane and said West Right-of-Way of North Lamesa Road, for the Northeast corner of this 5.57 acre tract;

THENCE S 14°23'58" E, with the West Right-of-Way of said North Lamesa Road, a distance of 659.34 feet to the POINT OF BEGINNING.

SCHEDULE "B"

10. *The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):*

a. *All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.*

b. Blanket Easement and Right of Way to Magnolia Pipe Line Company, recorded in Volume 67, Page 518, Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest. (Blanket Easement - Exact Location Unplottable; Subject Tract is within the Blanket Easement Scope)

c. Blanket Right of Way to Gulf Refining Company and Gulf Oil Corporation, recorded in Volume 81, Page 492, Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest. (Blanket Easement - Exact Location Unplottable; Subject Tract is within the Blanket Easement Scope)

d. Right of Way Deed to the State of Texas, recorded in Volume 102, Page 94, Deed Records, Midland County, Texas. (State Highway 349) (Shown on Plat)

e. Right of Way Easement to Midland County, recorded in Volume 198, Page 463, and Volume 198, Page 465, Deed Records, Midland County, Texas. (Soloman Lane) (Shown on Plat)

f. Easement and Right of Way to Texas Electric Service Company, recorded in Volume 426, Page 389, Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest. (Recorded Easement shown on Plat)

g. Right of Way Easement to Cap Rock Electric Cooperative, Inc., recorded in Volume 671, Page 423 (Blanket Easement - Exact Location Unplottable; Subject Tract is within the Blanket Easement Scope) and Volume 671, Page 428, (Blanket Easement - Exact Location Unplottable; Subject Tract is within the Blanket Easement Scope) Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest.

ALTA/NSPS CERTIFICATION DETAIL

1. ✓ *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*
2. NONE *Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting survey.*
3. ✓ *Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*
4. ✓ *Gross land area (and other areas if specified by the client).*
5. NONE *(a) If set forth in a zoning report or letter provided to the surveyor by client, list the current zoning classification, setback requirements, the height and floor space restrictions, and parking requirements. Identify the date and source of the report or letter.*
   NONE *(b) If the zoning setback requirements are set forth in a zoning report or letter provided to the surveyor by the client, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements. Identify the date and source of the report or letter.*
7. NONE *(a) Exterior dimensions of all buildings at ground level.*
   (b) Square footage of:
   NONE *(1) exterior footprint of all buildings at ground level.*
   NONE *(c) Measured height of all buildings above grade at a location specified by client. If no location is specified, the point of measurement shall be identified.*
8. NONE *Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required in pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).*
9. NONE *Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.*
11. *Location of utilities existing on or serving the surveyed property as determined by:*
   ✓ *Observed evidence.*
13. ✓ *Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."*
16. NONE *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting fieldwork.*
17. NONE *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*

FLOOD NOTE:

NOTE: With reference to the Federal Emergency Management Agency Flood Insurance Rate Map for Midland County, Texas and Incorporated Areas, Map No. 48329C0087 F, revised September 16, 2005, this surveyor has determined, by using GIS Data available from the Department of Homeland Security, Federal Emergency Management Agency Database (NFHL) web site located at www.fema.gov, that this Property is located in Zone "X". Zone "X" is defined as "areas determined to be outside the 0.2% Annual Chance Floodplain." For an exact determination of the flood status of this property, contact the Floodplain Management Coordinator for the City of Midland and Midland County, Texas, Department of Engineering, City of Midland Offices, 300 N. Loraine, Midland, Texas 79701 or the Department of Homeland Security, Federal Emergency Management Agency at www.fema.gov.

PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert, Midland, Texas 79701
(432)570-6256, brucepennell@yahoo.com

PACKET

TOTAL LAND AREA:
Acres: 5.57
Square Feet: 242360.0

LEGEND
- Set 1/2" I.R. W/Cap "RPLS 6832"
- Fnd. 1/2" I.R.
- Gas Riser
- Water Meter
- Power Pole
- Overhead Electric Line
- Fire Hydrant
- Guy Wire
- "AT&T" Sign Post
- "Featherlight" Sign Post
- "Atmos" Sign Post
- "Atmos" Pln Flag/Paint Mark
- Sanitary Sewer Manhole
- Pipe Barracade
- Misc. Traffic Sign
- Approximate location of Buried Water line (COM GIS)
- Approximate location of Buried Sewer Line (COM GIS)

0 60 120
1" = 60'

NOTE: Coordinates, Bearings, Distances and Areas shown hereon conform to the Texas State Plane Coordinate System, Texas Central Zone, North American Datum of 1983.

To: West Texas Abstract & Title Co. and Kent Lubrication Centers, LTD:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 16 and 17, of Table "A" thereof. The field work was completed on October 8, 2024.

Date of Plat or Map: February 14, 2025.

DURYN HENNINGTON 2.24.2025 TEXAS R.P.L.S. No. 6832

STATE OF TEXAS REGISTERED DURYN HENNINGTON 6832 PROFESSIONAL LAND SURVEYOR

May 27, 2025

KENT LUBRICATION CENTERS, LTD

ALTA/NSPS SURVEY
5.57 Acres out of
Section 2, Block "X", H.P. Hilliard Survey
(North Big Spring St. & Soloman Lane)
Midland, Texas 79706

Drawn By: D.E.H.	Survey Date: February 12, 2025
Scale: 1"=50'	Date: February 20, 2025
Sheet 1 of 1 sheets	
DATA FILE: 5-57KENT	
CAD FILE: PLS26158	

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0413

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: KEVIN FRYER		Phone (432) 520-4000 Email	
Address 3510 N A ST	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: STEVE R SHERMAN AND JANICE SHERMAN REV TRUST		Phone ( ) Email	
Address 2432 VIA DE LOS MILAGOS	City PLEASANTON	State CA	Zip 94566

Representative *(if different from Applicant or Property Owner)* Firm: KENT DISTRIBUTORS, INCORPORATED Printed Name: KEVIN FRYER		Phone (432) 520-4000 Email	
Address 3510 N A ST	City MIDLAND	State TX	Zip 79705

Street Address: N/A Legal: Acres: 5.570, SEC: 2 SE/4, SURV: H P HILLIARD, BLK: X

Legal Description
Lot: Block: X Subdivision: H P HILLIARD

Current Zoning: O-1, Office District	**Proposed Zone:** RR, Regional Retail District *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To allow for the highest and best use of the subject property while reflecting the most prevalent zoning district along the entire Big Spring St/Rankin Hwy/SH 349 corridor

Present Use of Property: Vacant Land

Proposed Use of Property: Retail

How would this zone change affect the public health, safety and welfare?
Retail Development of this vacant site would be a public benefit bringing much needed services to this fast growing area

Describe how conditions affecting the property have changed since present zoning designation: The surrounding parcels along N Big Spring, both North and South of Loop 250, have experienced major retail centric growth leaving this parcel as one of the last undeveloped properties with substantial highway frontage

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 2/25/2025
Applicant (printed): KEVIN FRYER	
Property Owner (signature): Steve Sherman	Date: 2/25/2025
Property Owner (printed) : Steve Sherman	

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 KEVIN FRYER who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by STEVE SHERMAN, 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 February, 2025, to certify which witness my hand and seal of office.

Barbara Jean James

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

BARBARA JEAN JAMES
Notary Public, State of Texas
Comm. Expires 04-27-2028
Notary ID 3359136

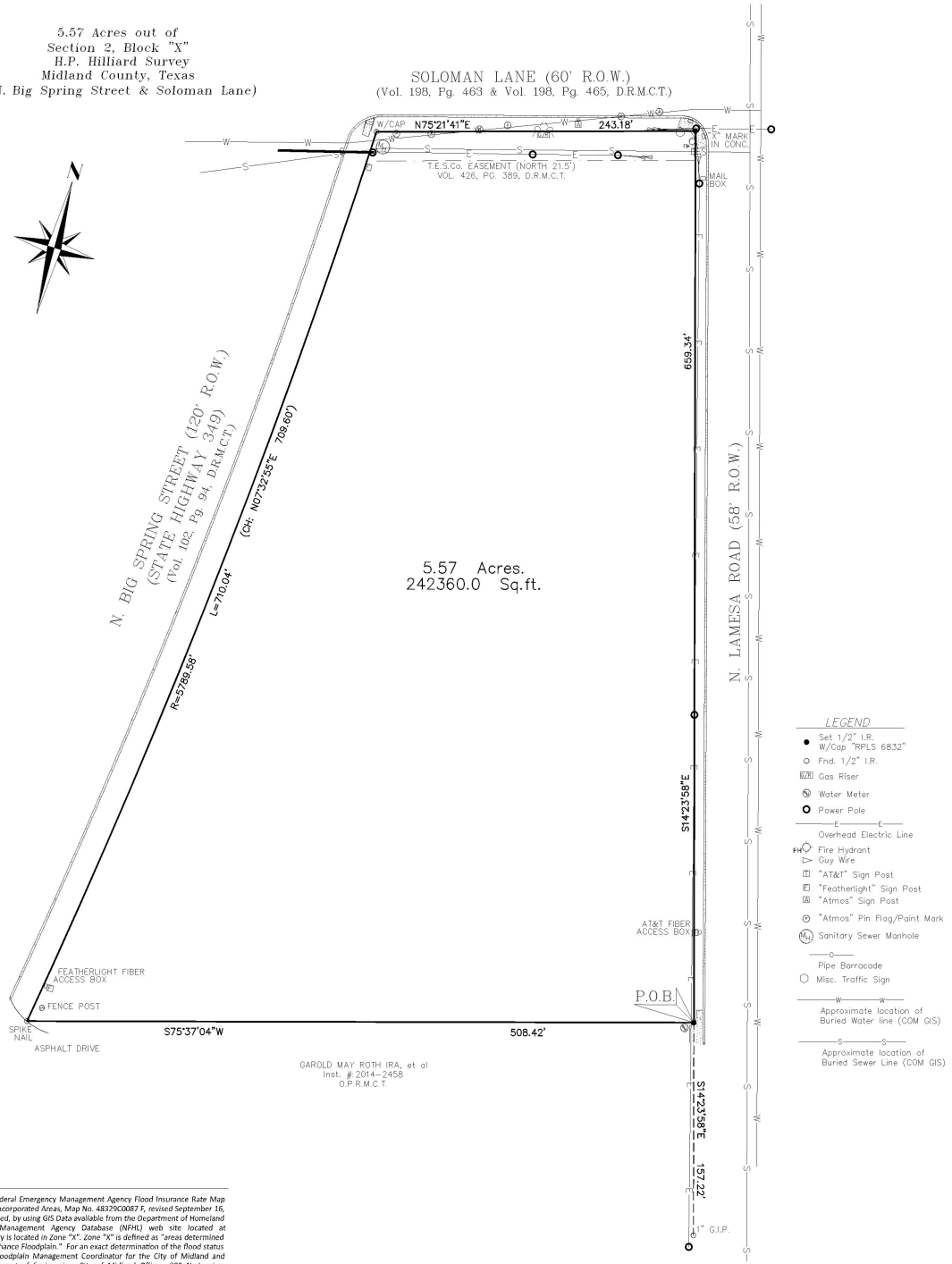
FOR OFFICE USE ONLY

☑ Property Owner Authorization	~~☐ Dimensioned Site Plan~~ N/A
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # Paying via invoice	
Received By:	Date: FEB 26 2025

RECEIVED

****Application will not be considered for scheduling until reviewed by a planner.****

5.57 Acres out of
Section 2, Block "X"
H.P. Hilliard Survey
Midland County, Texas
(N. Big Spring Street & Soloman Lane)





VICINITY MAP
not to scale

TITLE COMMITMENT Prepared by:

West Texas Abstract & Title Co.; GF No. WTA-80C-48802529174
Issued Date: February 3, 2025, 8:00 a.m.
Effective Date: January 20, 2025, 8:00 a.m.

LEGAL DESCRIPTION:

BEING a description of a 5.57 acre tract of land out of Section 2, Block "X", H.P. Hilliard Survey, Midland County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with pink plastic cap marked "RPLS 6832" set in the West Right-of-Way of North Lamesa Road, for the Southeast corner of this 5.57 acre tract, the same being the Northeast corner of a 1.97 acre tract, as described in Instrument No. 2014-2458, Official Public Records of Midland County, Texas, from which a 1 inch G.I.P. found for the Southeast corner of said 1.97 acre tract bears S 14°23'58" E, a distance of 157.22 feet;

THENCE S 75°37'04" W, with the North line of said 1.97 acre tract, a distance of 508.42 to a spike nail found in the East Right-of-Way of North Big Spring Street (State Highway 349), for the Northwest corner of said 1.97 acre tract, the same being the Southwest corner of this 5.57 acre tract;

THENCE with the East Right-of-Way of said North Big Spring Street, a curve to the left, having a radius of 5789.58 feet and an arc length of 710.04 (Chord: N 07°32'55" E, 709.60 feet) to a 1/2 inch iron with with an orange cap found in the East Right-of-Way of said North Big Spring Street and the South Right-of-Way of Soloman Lane, for the Northwest corner of this 5.57 acre tract;

THENCE N 75°21'41" E, with the South Right-of-Way of said Soloman Lane, a distance of 243.18 feet to an "X" cut in concrete, in the South Right-of-Way of said Soloman Lane and said West Right-of-Way of North Lamesa Road, for the Northeast corner of this 5.57 acre tract;

THENCE S 14°23'58" E, with the West Right-of-Way of said North Lamesa Road, a distance of 659.34 feet to the POINT OF BEGINNING.

SCHEDULE "B"

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

b. Blanket Easement and Right of Way to Magnolia Pipe Line Company, recorded in Volume 67, Page 518, Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest. (Blanket Easement - Exact Location Unplottable; Subject Tract is within the Blanket Easement Scope)

c. Blanket Right of Way to Gulf Refining Company and Gulf Oil Corporation, recorded in Volume 81, Page 492, Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest. (Blanket Easement - Exact Location Unplottable; Subject Tract is within the Blanket Easement Scope)

d. Right of Way Deed to the State of Texas, recorded in Volume 102, Page 94, Deed Records, Midland County, Texas. (State Highway 349) (Shown on Plat)

e. Right of Way Easement to Midland County, recorded in Volume 198, Page 463, and Volume 198, Page 465, Deed Records, Midland County, Texas. (Soloman Lane) (Shown on Plat)

f. Easement and Right of Way to Texas Electric Service Company, recorded in Volume 426, Page 389, Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest. (Recorded Easement shown on Plat)

g. Right of Way Easement to Cap Rock Electric Cooperative, Inc., recorded in Volume 671, Page 423 (Blanket Easement - Exact Location Unplottable; Subject Tract is within the Blanket Easement Scope) and Volume 671, Page 428, (Blanket Easement - Exact Location Unplottable; Subject Tract is within the Blanket Easement Scope) Deed Records, Midland County, Texas. Company makes no representation as to the present ownership of this interest.

ALTA/NSPS CERTIFICATION DETAIL

1. ✓ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. NONE Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting survey.
3. ✓ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. ✓ Gross land area (and other areas if specified by the client).
5. NONE (a) If set forth in a zoning report or letter provided to the surveyor by client, list the current zoning classification, setback requirements, the height and floor space restrictions, and parking requirements. Identify the date and source of the report or letter.
   NONE (b) If the zoning setback requirements are set forth in a zoning report or letter provided to the surveyor by the client, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements. Identify the date and source of the report or letter.
7. NONE (a) Exterior dimensions of all buildings at ground level.
   (b) Square footage of:
   NONE (1) exterior footprint of all buildings at ground level.
   NONE (c) Measured height of all buildings above grade at a location specified by client. If no location is specified, the point of measurement shall be identified.
8. NONE Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required in pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. NONE Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
11. Location of utilities existing on or serving the surveyed property as determined by:
   ✓ Observed evidence.
13. ✓ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
16. NONE Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting fieldwork.
17. NONE Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

FLOOD NOTE:

NOTE: With reference to the Federal Emergency Management Agency Flood Insurance Rate Map for Midland County, Texas and Incorporated Areas, Map No. 48329C0087 F, revised September 16, 2005, this surveyor has determined, by using GIS Data available from the Department of Homeland Security, Federal Emergency Management Agency Database (NFHL) web site located at www.fema.gov, that this Property is located in Zone "X". Zone "X" is defined as "areas determined to be outside the 0.2% Annual Chance Floodplain." For an exact determination of the flood status of this property, contact the Floodplain Management Coordinator for the City of Midland and Midland County, Texas, Department of Engineering, City of Midland Offices, 300 N. Loraine, Midland, Texas 79701 or the Department of Homeland Security, Federal Emergency Management Agency at www.fema.gov.

LEGEND
- ● Set 1/2" I.R. W/Cap "RPLS 6832"
- ○ Fnd. 1/2" I.R.
- G/R Gas Riser
- Water Meter
- Power Pole
- E—E Overhead Electric Line
- FH Fire Hydrant
- Guy Wire
- "AT&T" Sign Post
- "Featherlight" Sign Post
- "Atmos" Sign Post
- "Atmos" Pln Flag/Paint Mark
- S(M) Sanitary Sewer Manhole
- D Pipe Barracade
- Misc. Traffic Sign
- W—W Approximate location of Buried Water line (COM GIS)
- S—S Approximate location of Buried Sewer Line (COM GIS)

0 60 120

NOTE: Coordinates, Bearings, Distances and Areas shown hereon conform to the Texas State Plane Coordinate System, Texas Central Zone, North American Datum of 1983.

To: West Texas Abstract & Title Co. and Kent Lubrication Centers, LTD:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 16 and 17, of Table "A" thereof. The field work was completed on October 8, 2024.

Date of Plat or Map: February 14, 2025.

DURYN HENNINGTON 2.24.2025 TEXAS R.P.L.S. No. 6832

DURYN HENNINGTON — STATE OF TEXAS — REGISTERED — PROFESSIONAL LAND SURVEYOR

PACKET
May 27, 2025
13.1.1

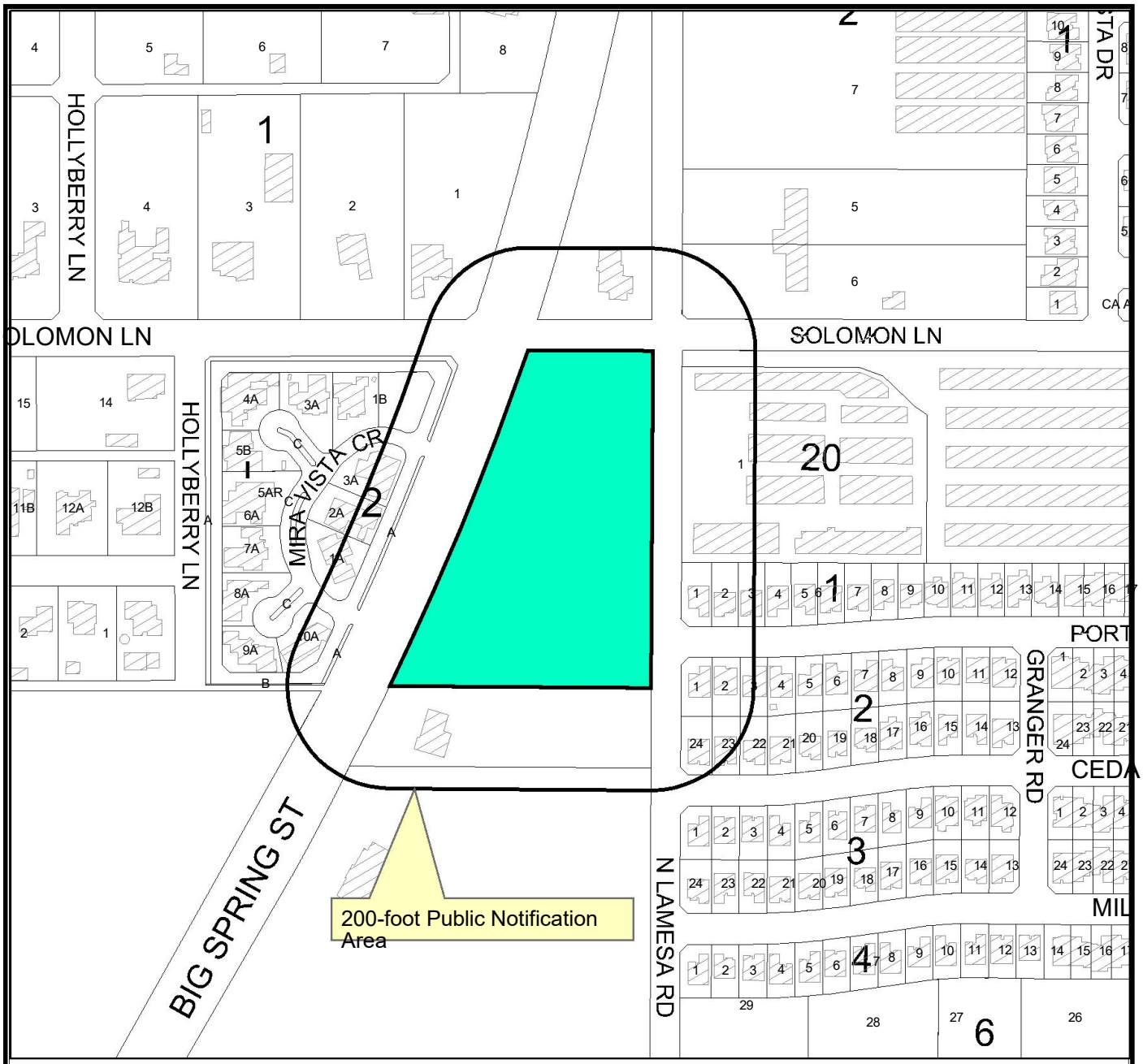
PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2030 W. Cuthbert, Midland, Texas 79701
(432)570-6256, brucepennell@yahoo.com

TOTAL LAND AREA:
Acres: 5.57
Square Feet: 242360.0

KENT LUBRICATION CENTERS, LTD

ALTA/NSPS SURVEY
5.57 Acres out of
Section 2, Block "X", H.P. Hilliard Survey
(North Big Spring St. & Soloman Lane)
Midland, Texas 79706

Drawn By: D.E.H.	Survey Date: February 12, 2025
Scale: 1"=50'	Date: February 20, 2025
Sheet 1 of 1 sheets	
DATA FILE: 5-57KENT	
CAD FILE: PLS26158	



Location Map

Z-25-0413 **Scale: 1" = 279'**

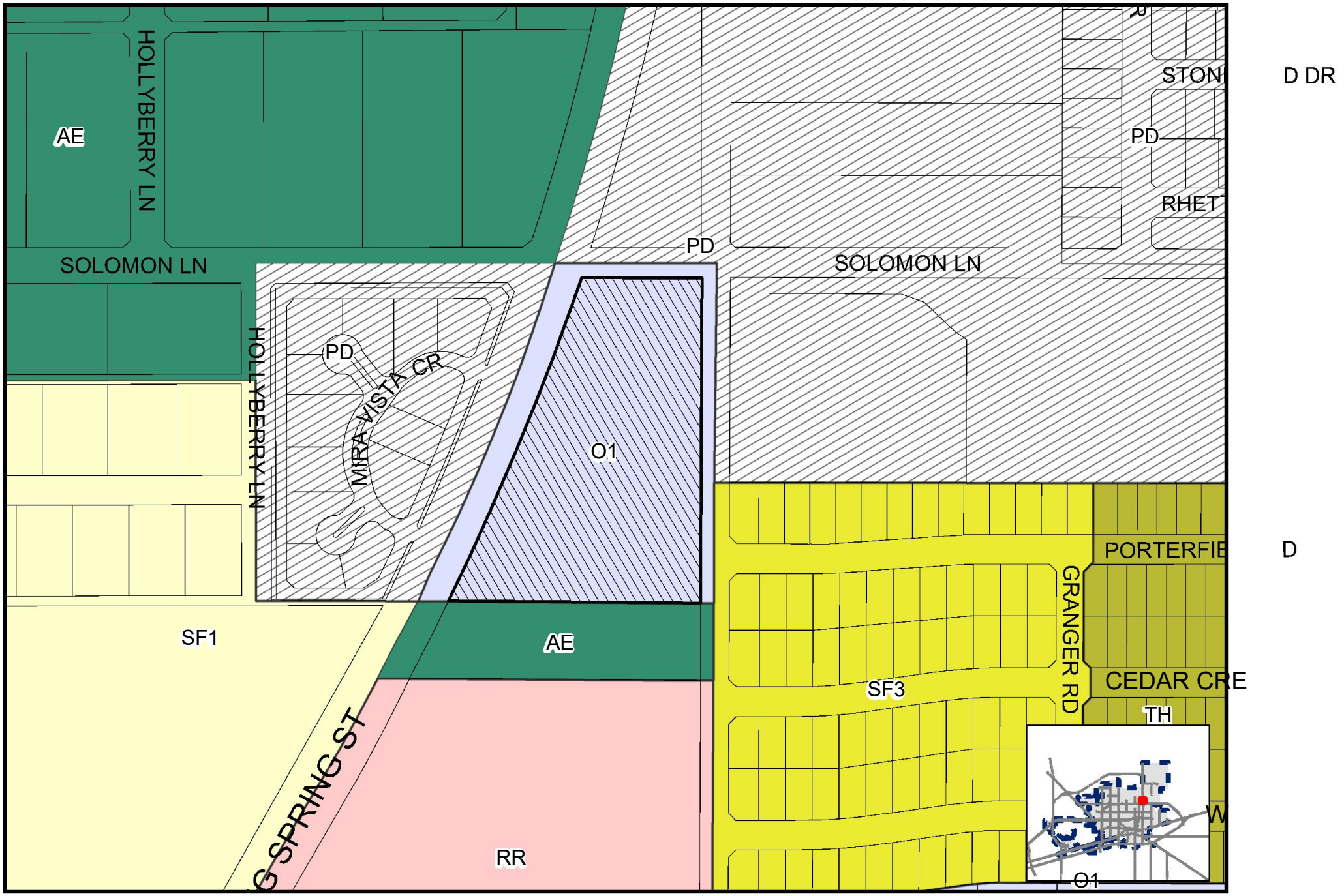
Consider a request by Kent Distributors, Incorporated for a zone change from O-1, Office District to RR, Regional Retail District, on a 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, and generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map DH, 3/7/2025

Z-25-0413

PACKET

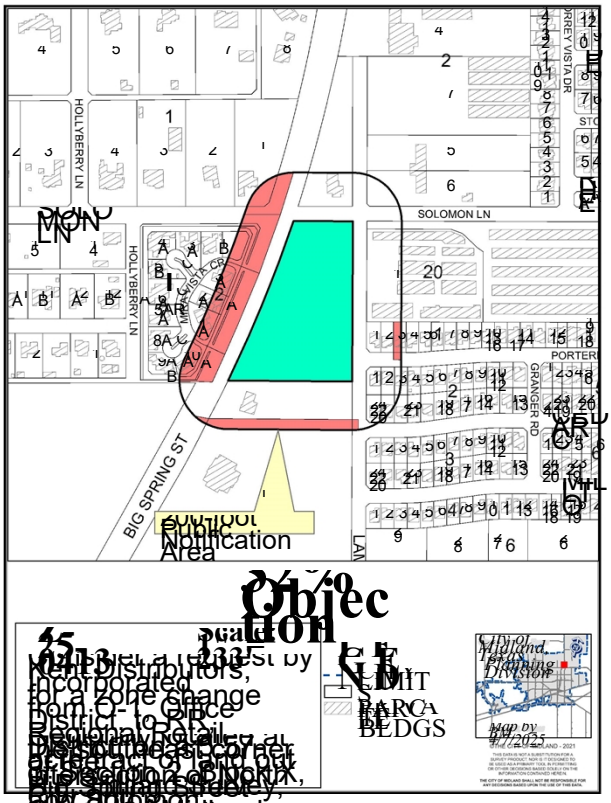
Scale: 1" = 233'

ZONING MAP 13.13

© 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.

May 27, 2025


SOLOMON
HOLLYBERRY LN
MISTA CR
20
2


SOLOMON LN
HOLLYBERRY LN
BIG SPRING ST
PORTER
GRANGER RD
Public Notification Area
Objection
Midland, Texas
Planning Division
Map by
LIMIT
BLDGS

MIDLAND
Planning Division

RECEIVED
APR 04 2025
Initial A.M.M

SALCONE MARK A
100 SOLOMON LN
MIDLAND TX 79705

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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:** The Corner of Solomon and Big Spring is already Heavily trafficked Rezoning Presents an additional Safety Concern.

Required Information:

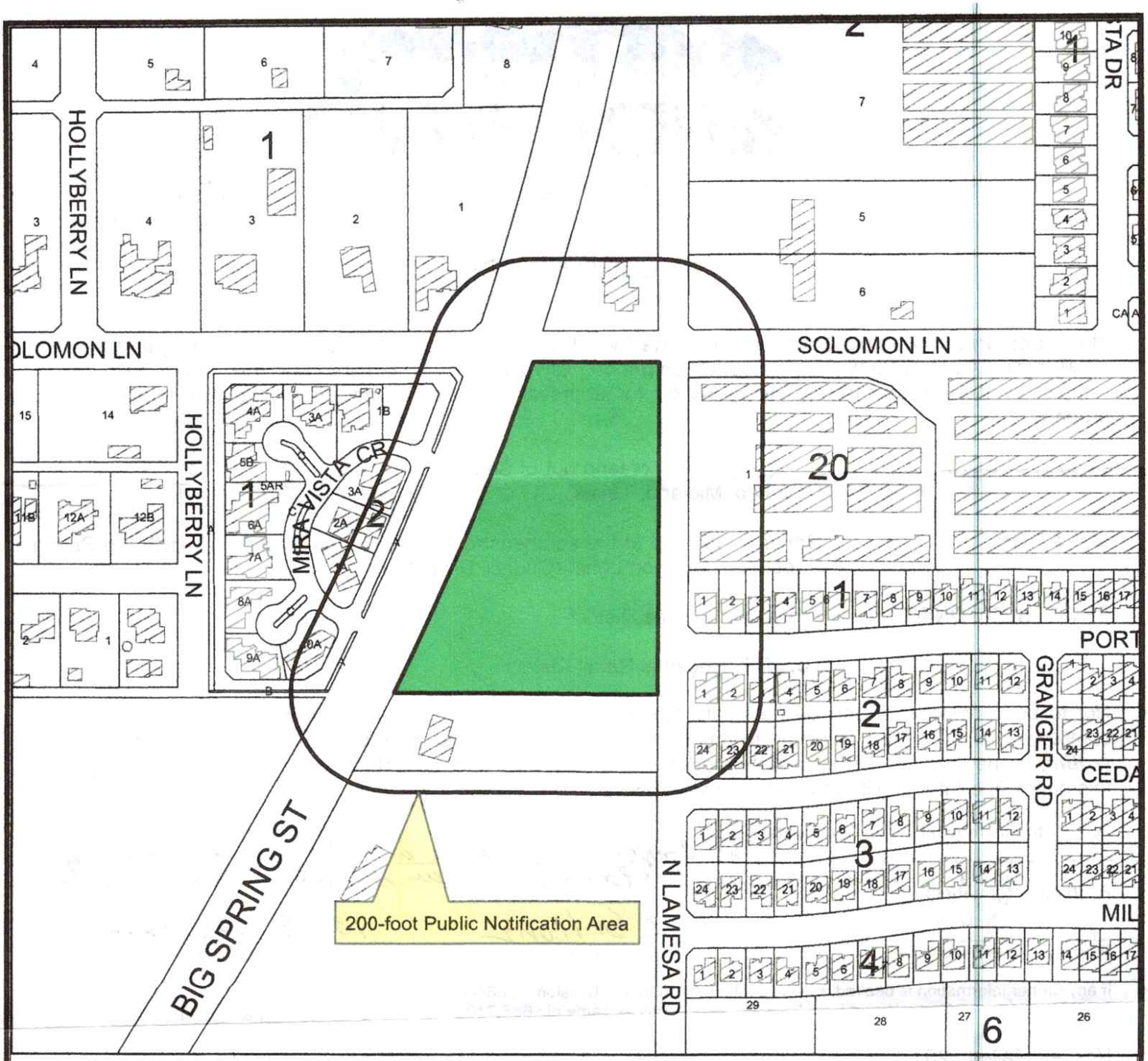
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)
	Mark Salcone	100 Solomon Lane

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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



Location Map

Z-25-0413 **Scale: 1" = 279'**

Consider a request by Kent Distributors, Incorporated for a zone change from O-1, Office District to RR, Regional Retail District, on a 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

RECEIVED
APR 07 2025
Initial: BM

BLACK GARRETT DOUGLAS
5018 MIRA VISTA CIR
MIDLAND TX 79705

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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. property correctly zoned as O-1

I object to this request ✓ **Comments:** safety and traffic issue with curve in HWY 349

Required Information:

Property Owner's Signature	Garrett Black Printed Name	5018 Mira Vista Cir. Midland, T 79705 Property Address (No P. O. Boxes)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

HUNTER ISABELL
5028 MIRA VISTA

BLACK GARRETT DOUGLAS
5018 MIRA VISTA CIR
MIDLAND TX 79705

MIDLAND
Planning Division

RECEIVED
APR 07 2025
Initial: BM

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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: Dangerous Traffic issue

Required Information:

James H Isbell — 5028 Mira Vista

Property Owner's Signature — Printed Name — Property Address (No P. O. Boxes)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

MIDLAND
Planning Division

RECEIVED
APR 07 2025
Initial: BM

WELLS JONATHAN
5008 MIRA VISTA CIRCLE
MIDLAND TX 79705

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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 X **Comments:** Dangerous traffic concerns on existing busy roadway, trash

Required Information:

[signature] Property Owner's Signature

Jonathan Wells — Printed Name

5008 Mira Vista Circle — Property Address (**No P. O. Boxes**)

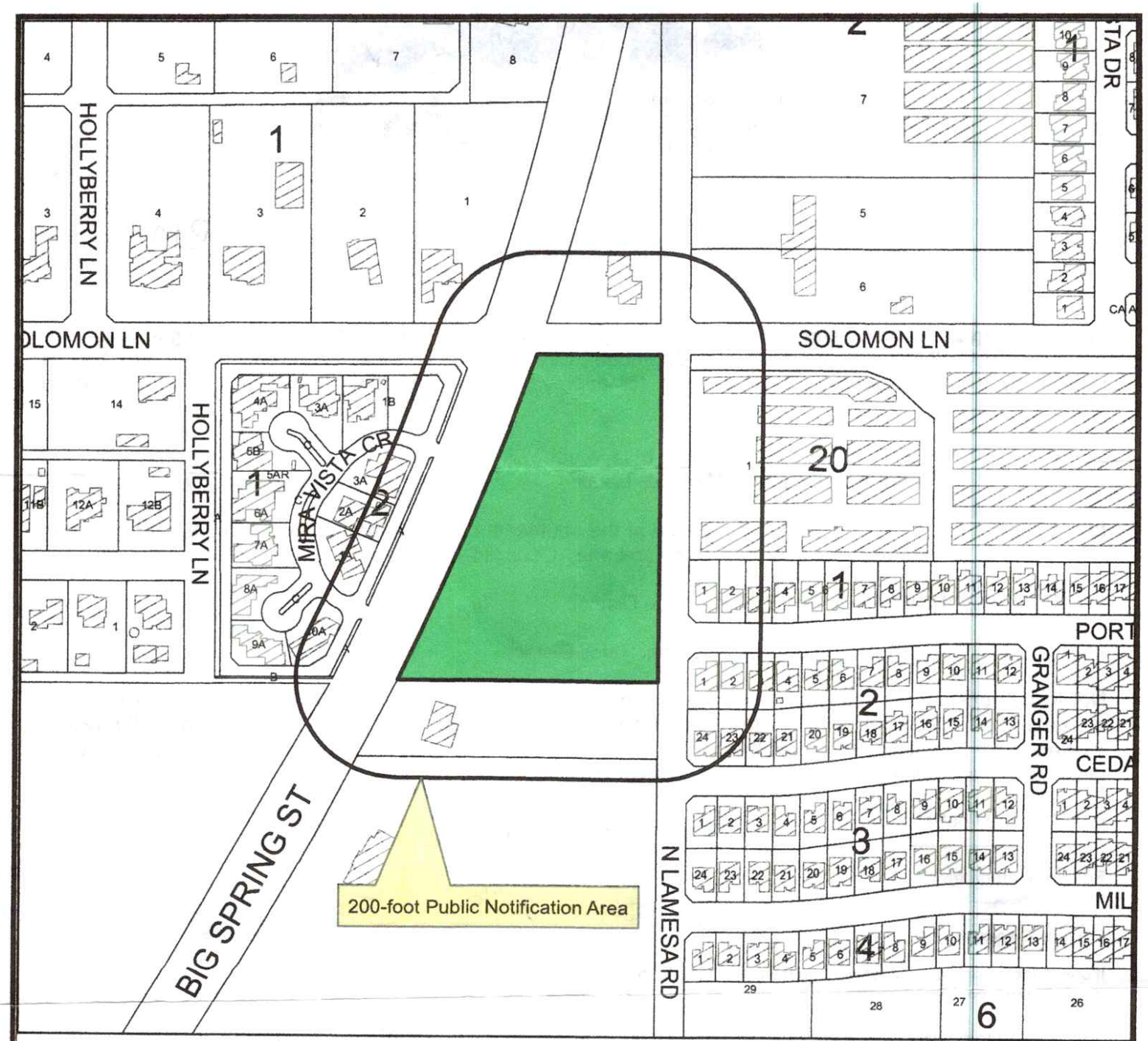
If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH Planner's Initials

[signature] 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



Location Map

Z-25-0413 **Scale: 1" = 279'**

Consider a request by Kent Distributors, Incorporated for a zone change from O-1, Office District to RR, Regional Retail District, on a 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

OSWALT CARTER CUMMING
5001 MIRA VISTA CIRCLE
MIDLAND TX 79705

RECEIVED
APR 07 2025
Initial: BM

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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:** Safety concern with curve increased traffic, traffic flow, left hand turn conflict

Required Information:

[signature] — Property Owner's Signature

CARTER OSWALT — Printed Name

5001 MIRA VISTA CIR. MIDLAND, TX 79705 — Property Address (**No P. O. Boxes**)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH Planner's Initials

[signature] 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

MIDLAND
Planning Division

MIDLAND MIRA VISTA HOA
5013 MIRA VISTA CIRCLE
MIDLAND TX 79705

RECEIVED
APR 07 2025
Initial: BM

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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:** Health concerns, sewer & runoff water, increased traffic, safety concerns with 3/9 corner

Required Information:

Justin Hall — Property Owner's Signature

Justin Hall — Printed Name

5013 Mira Vista Circle, Midland, TX 79705 — Property Address (**No P. O. Boxes**)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

MIDLAND
Planning Division

RECEIVED
APR 9 2025
Initial: JS

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, **Midland**, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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:** Dangerous Traffic Issues 349 Blind Spot, Already Congested - Will Not Allow For left hand turns

Required Information:

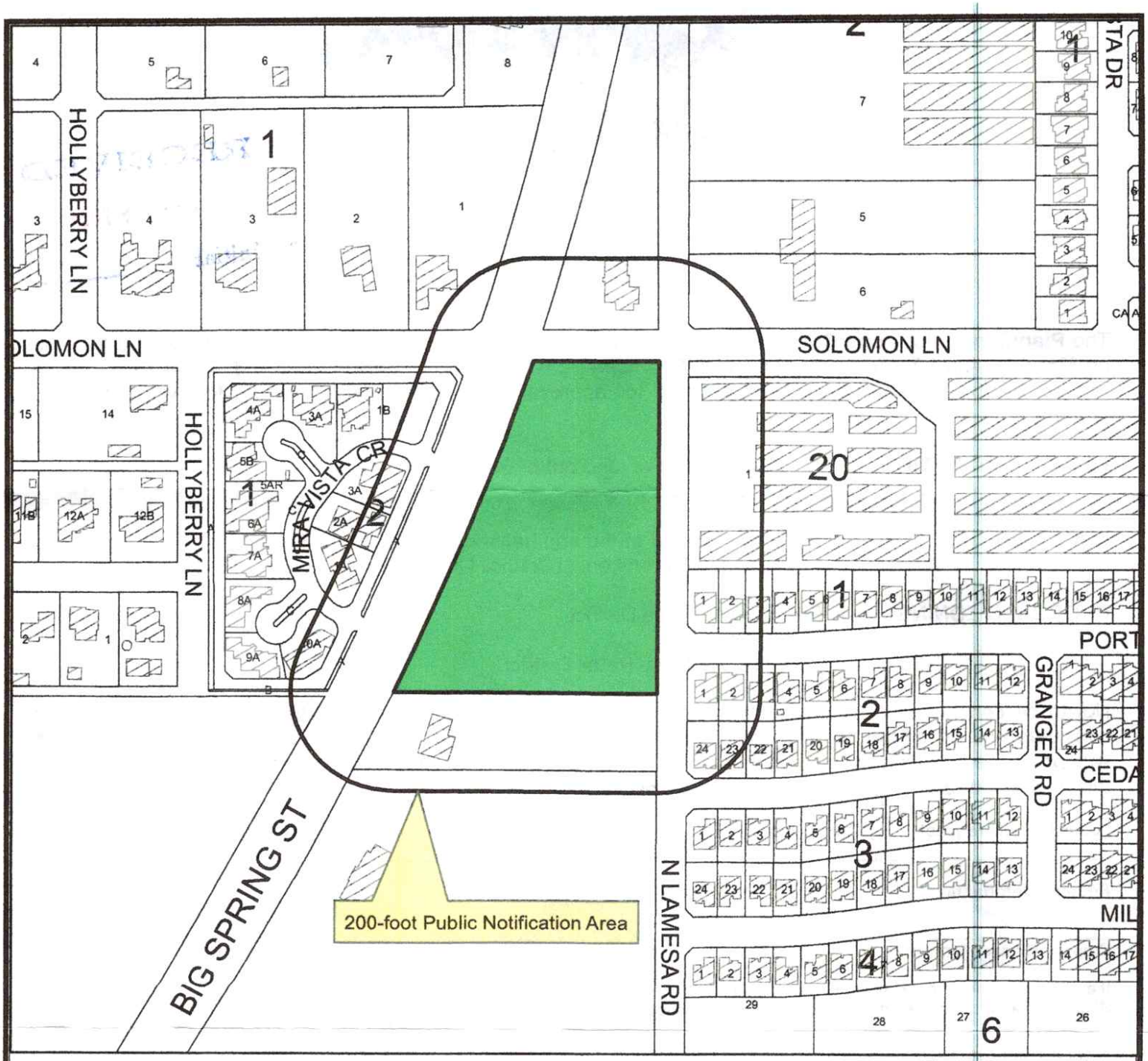
Janet Walton — Janet Walton — 5037 Mira Vista
Property Owner's Signature — Printed Name — Property Address (**No P. O. Boxes**)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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



Location Map

Z-25-0413 **Scale: 1" = 279'**

Consider a request by Kent Distributors, Incorporated for a zone change from O-1, Office District to RR, Regional Retail District, on a 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Planning Division

RECEIVED
APR 9 2025
Initial: SKS

PIMENTEL KRISTIAN
ALEXANDER
1105 PORTERFIELD RD
MIDLAND TX 79705

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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 Y **Comments:** DANGEROUS TRAFFIC ON LANESA & BIG SPRING ST.

Required Information:

[signature] KRISTIAN PIMENTEL 1105 PORTERFIELD RD.

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH Planner's Initials

[signature] 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

RECEIVED
APR 10 2025
Initial: JKS & BQ

MIDLAND
Planning Division

CEMETERY MANAGEMENT
CORP % PROPERTY TAX 8TH FLOOR
P O BOX 130548
HOUSTON TX 77219

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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 X **Comments:** Bigspringst is Already busy & dangerous this could have more people to cut through my parking lot when I have elderly walking to visit loved ones.

Required Information:

Property Owner's Signature	Printed Name	Property Address (No P. O. Boxes)
	Abbey J. Collins	4616 N Bigspringst Midland 79705

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

Scott & Beth Dufford
5025 Mira Vista Circle
79705

MIDLAND
Planning Division

RECEIVED
APR 07 2025
Initial: BM

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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: THIS IS NOT N. BIG SPRING OF 20 YEARS AGO. TRAFFIC IS HEAVY MOVING FASTER AND LEFT TURN CONFLICTS ARE CRAZY THESE DAYS - EVERYONE [illegible] ILLEGALLY USES MIDDLE TURN LANE AS AN ACCELERATION LANE

Required Information:

A. Scott Dufford
Property Owner's Signature

A. SCOTT DUFFORD
Printed Name

5025 Mira Vista Circle
Property Address (No P. O. Boxes)

SEE MAP (X)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

MATT CHITWOOD
5005 MIRA VISTA

MIDLAND
Planning Division

RECEIVED
APR 07 2025
Initial BM

BLACK GARRETT DOUGLAS
5018 MIRA VISTA CIR
MIDLAND TX 79705

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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:** noise and light pollution, dangerous cross traffic

Required Information:

Property Owner's Signature

Matthew A. Chitwood
Printed Name

5005 Mira Vista Circle Midland TX 79705
Property Address **(No P. O. Boxes)**

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

SCOTT & BETH DUFFORD
5025 MILA VISTA CIRCLE
79705

MIDLAND
Planning Division

RECEIVED
APR 07 2025
Initial: BM

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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: THIS IS NOT N. BIG SPRING OF 20 YEARS AGO. TRAFFIC IS HEAVY MOVING FASTER AND LEFT TURN CONFLICTS ARE CRAZY THESE DAYS - EVERYONE [redacted] ILLEGALLY USES MIDDLE TURN LANE AS AN ACCELERATION LANE

Required Information:

A. Scott Dufford
Property Owner's Signature

A. SCOTT DUFFORD
Printed Name

5025 MILA VISTA CIRCLE
Property Address (No P. O. Boxes)
SEE MAP (X)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

Randy Sims
5009 Mira Vista
79705

BLACK GARRETT DOUGLAS
5018 MIRA VISTA CIR
MIDLAND TX 79705

MIDLAND
Planning Division

RECEIVED
APR 07 2025
Initial: BM

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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 X **Comments: dangerous cross traffic, noise and light pollution**

Required Information:

Property Owner's Signature	Printed Name	Property Address (No P. O. Boxes)
	Randy Sims	5009 Mira Vista Cr, Midland, TX 79705

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

MIDLAND
Planning Division

RECEIVED
APR 9 2025
Initial: SKS

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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. Blocking Solomon lane dangerous traffic w 3,49 curve

I object to this request ✓ **Comments:** Blocking Ingress/Egress to Mira Vista Circle

Required Information:

[signature] Trent Walton 5033 Mira Vista Cir

Property Owner's Signature | Printed Name | Property Address (No P. O. Boxes)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH 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 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

MIDLAND
Planning Division

RECEIVED
APR 9 2025
Initial: JCS

Richard D & Robbie S Campbell
5029 MIRA VISTA CIR
MIDLAND TX 79705

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, April 7, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Kent Distributors, Incorporated** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: A 5.57-acre tract of land out of Section 2, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane. (Council District 1)

PROPOSED ZONING: **From:** O-1, Office 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 Yes, **Comments:** The property is currently properly Zoned as O-1, Office District for the traffic & safety on Hwy 349 Plus the residential west across 349 and for neighborhood east and south of property!

Required Information

Property Owner's Signature | Richard D Campbell Printed Name | 5029 Mira Vista Cir. 79705 Property Address (No P. O. Boxes)

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: 25
Date Mailed: March 27, 2025
Case Number: Z-25-0413
Case Name: Lite Automotive Services Center
DH Planner's Initials

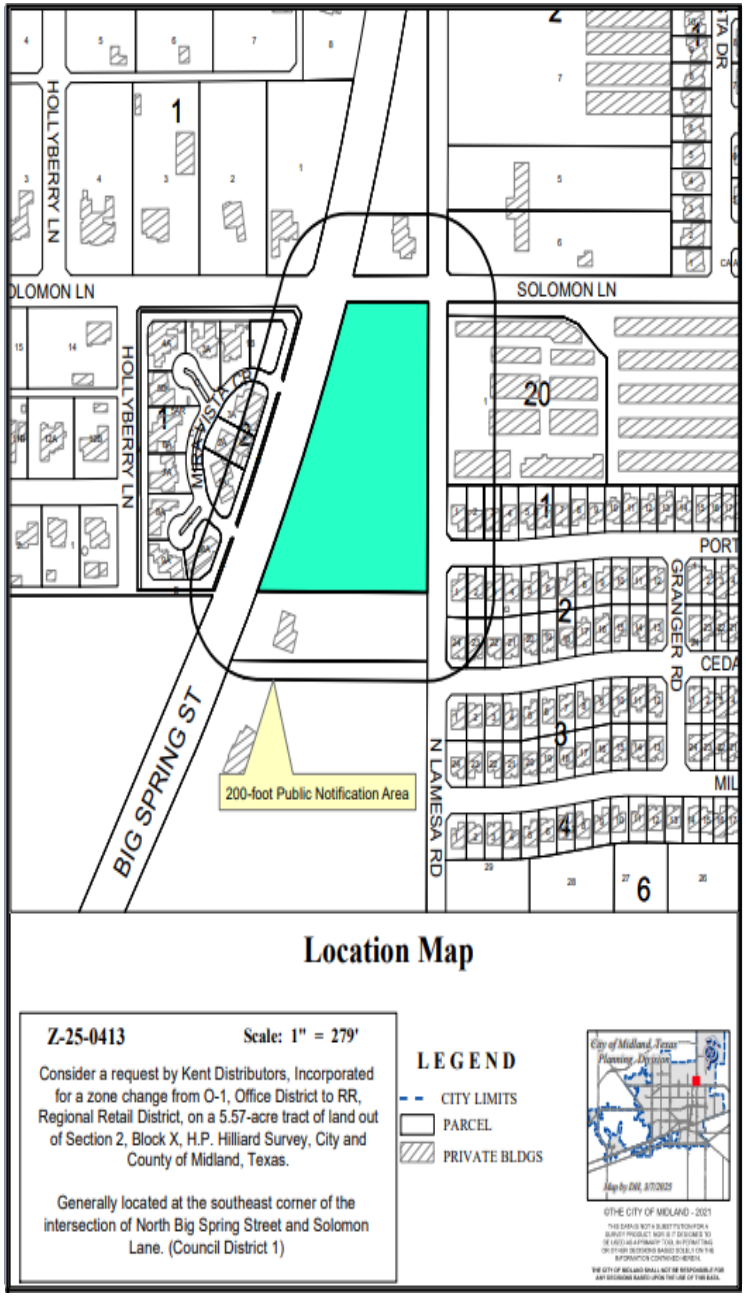
for
Landon Ochoa
Planning Division Manager
Department of Development Services

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 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


MIDLAND
Be the Energy!
LITE AUTOMOTIVE SERVICES CENTER
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

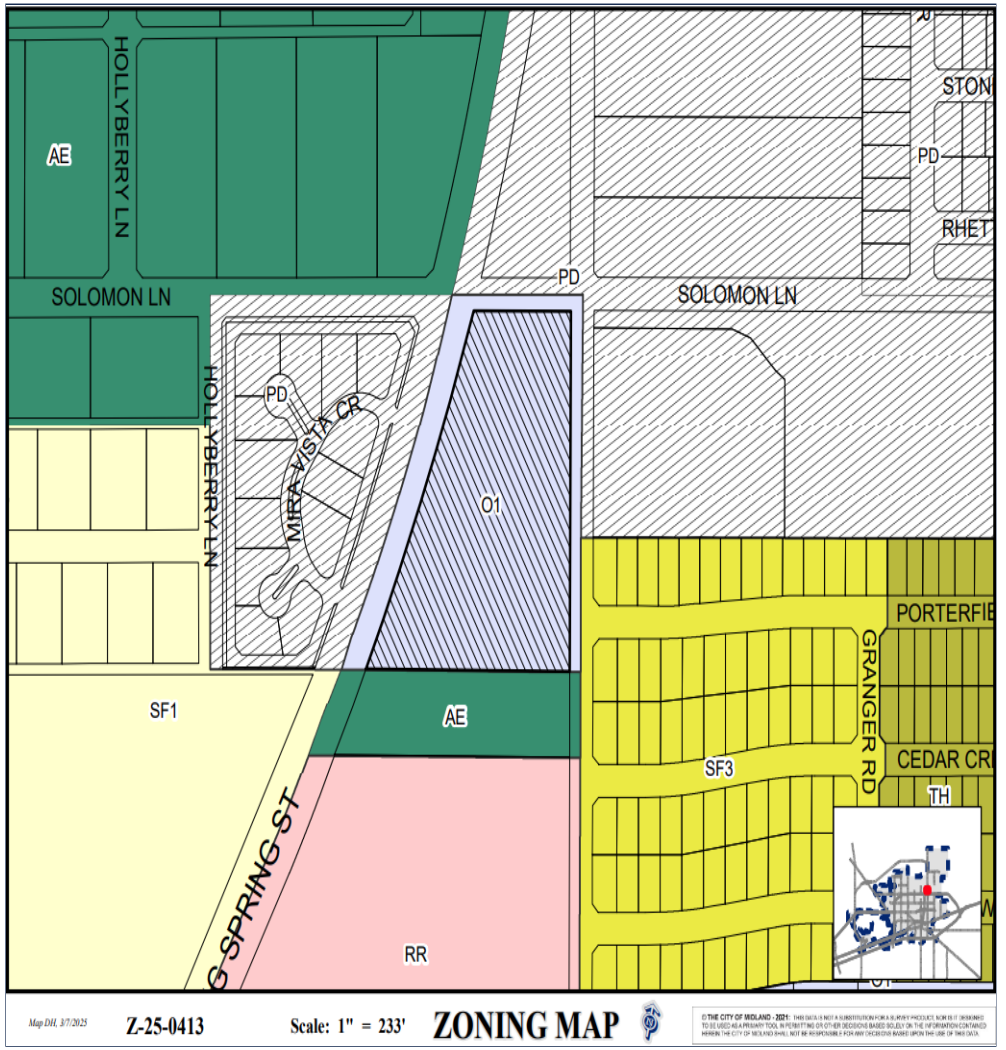
APPLICATION SUMMARY

- **Property Owner & Developer:** Steven R Sherman and Janice Sherman Rev Trust
- **Representative:** Kevin Fryer, with Kent Distributors, Incorporated
- **Zone Change**
- **Address:** Generally located at the southeast corner of the intersection of North Big Spring Street and Solomon Lane (District 1)



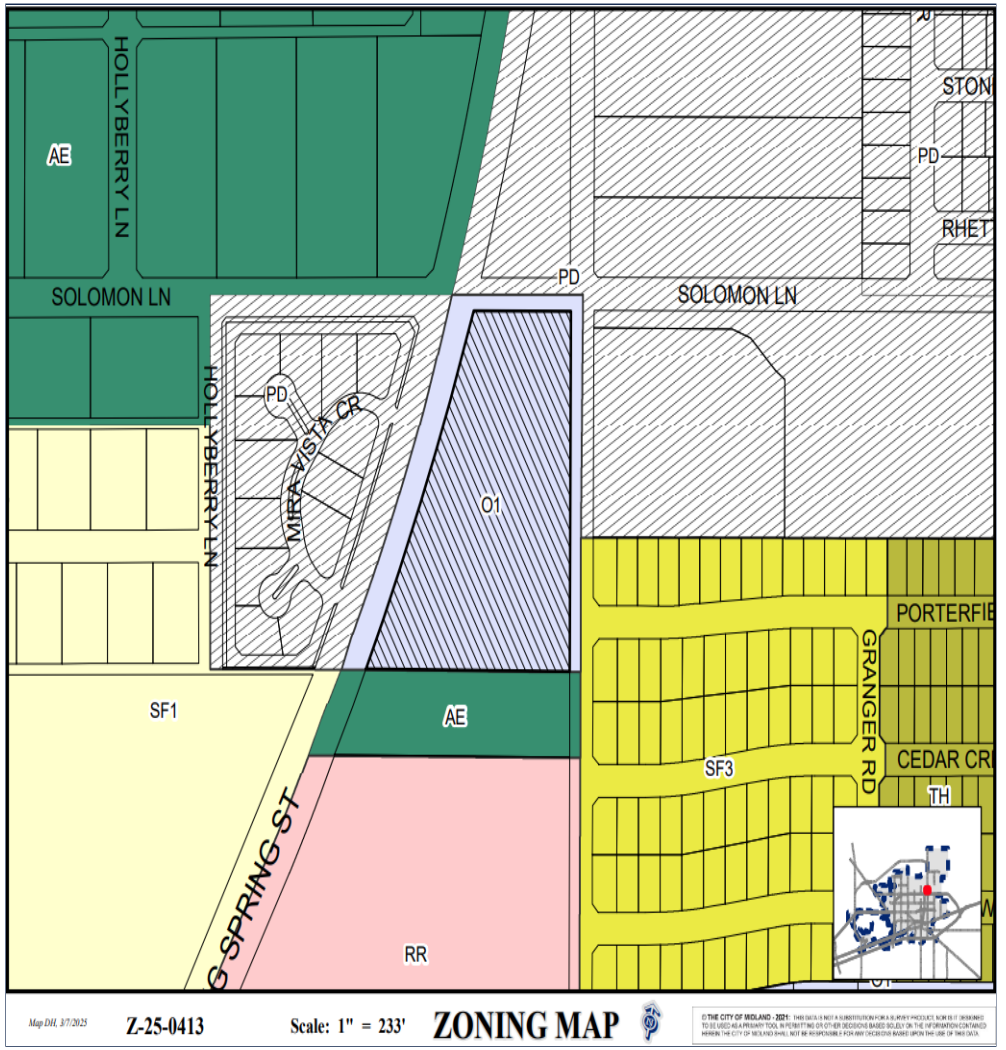
ZONING

- **Current Zoning:** O-1, Office District
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for an Industrial District
  - **South:** AE, Agricultural Estate District
  - **West:** PD, Planned Development District for a Housing Development



ZONING

- **Surrounding Zoning:**
  - **East:** PD, Planned Development District for an Industrial District and SF-3, Single-Family Dwelling District
  - **Proposed Zoning:** RR, Regional Retail District



LAND USE

- **Current Use:** Vacant
- **Proposed Use:** Lite Automotive Services Center
- **Surrounding Uses:**
  - **North:** Fire station
  - **South/West:** Single-family dwellings
  - **East:** Window tinting company and single-family dwellings



MIDLAND
Be the Energy!

SITE PHOTO

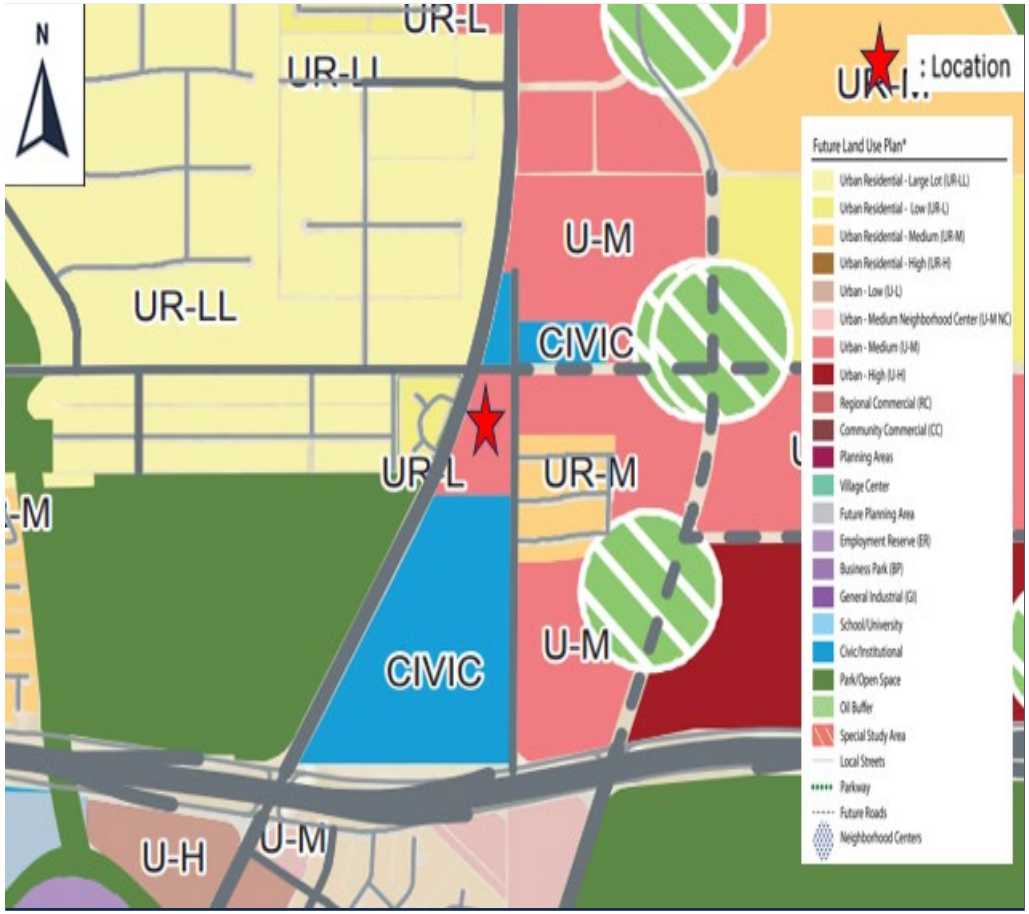


On North Big Spring Street, Looking East

MIDLAND
Be the Energy!

COMPREHENSIVE PLAN ANALYSIS

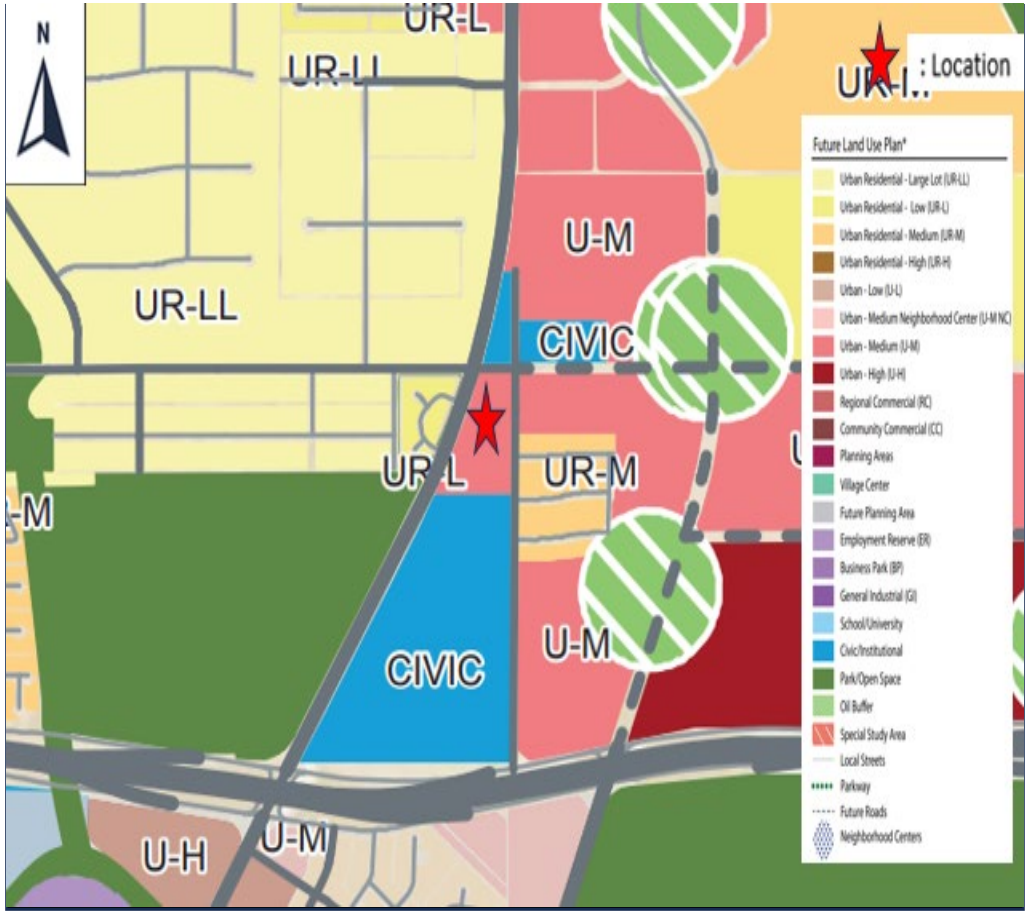
- **TCT Land Use Designation:**
  - Urban-Medium (U-M)
- **Supported Uses:**
  - A mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use



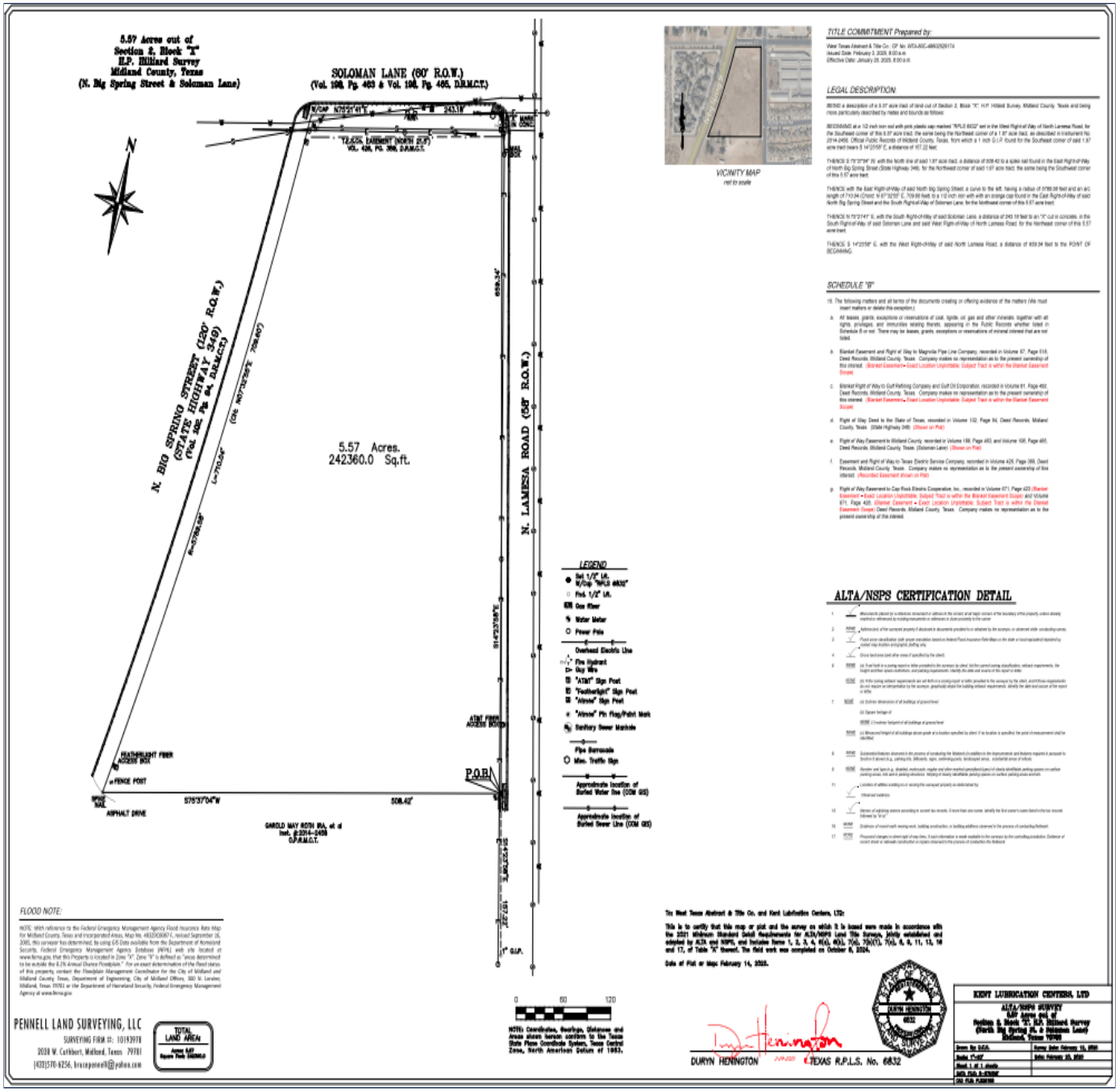
MIDLAND
Be the Energy!

COMPREHENSIVE PLAN ANALYSIS

- Request is not **compatible** with the surrounding area or the Tall City Tomorrow Plan.

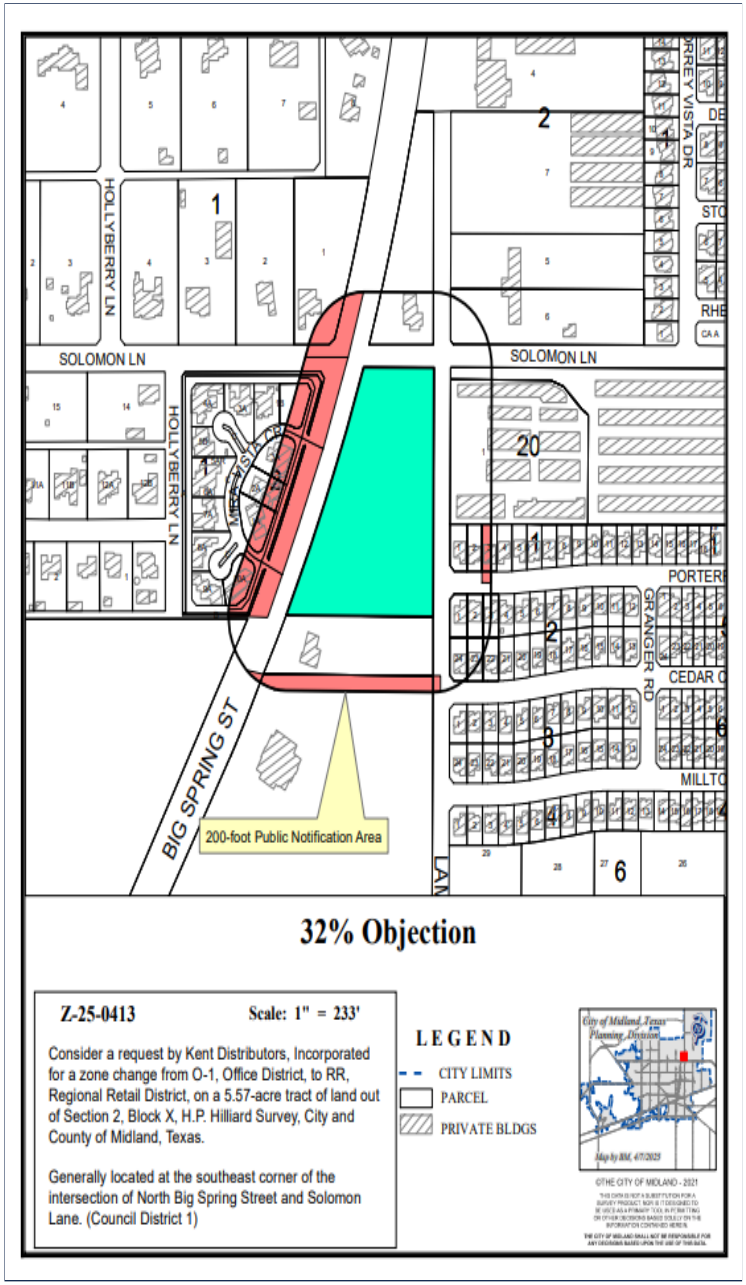


SURVEY


5.57 Acres out of
Section 2, Block "T"
H.P. Hilliard Survey
Midland County, Texas
(N. Big Spring Street & Soloman Lane)
SOLOMAN LANE (60' R.O.W.)
(Vol. 198, Pg. 483 & Vol. 198, Pg. 485, D.R.M.C.T.)
N. BIG SPRING STREET (120' R.O.W.)
(STATE HIGHWAY 349)
N. LAMESA ROAD (55' R.O.W.)
5.57 Acres.
242360.0 Sq.ft.
P.O.B.
FENCE POST
ASPHALT DRIVE
S75°37'04"W
508.42'
GAROLD MAY ROTH ETAL, et al
Inst. #-2014-2458
O.P.M.C.T.
VICINITY MAP
not to scale
LEGEND
Set 1/2" I.R. W/Cap "RPLS 6832"
Fnd. 1/2" I.R.
Gas Riser
Water Meter
Power Pole
Overhead Electric Line
Fire Hydrant
Guy Wire
"AT&T" Sign Post
"Featherlight" Sign Post
"Verizon" Sign Post
"Verizon" Pin Flag/Paint Mark
Sanitary Sewer Manhole
Pipe Barricade
Misc. Traffic Sign
Approximate location of Buried Water line (COM GIS)
Approximate location of Buried Sewer Line (COM GIS)
TITLE COMMITMENT Prepared by:
LEGAL DESCRIPTION
SCHEDULE "B"
ALTA/NSPS CERTIFICATION DETAIL
FLOOD NOTE:
PENNELL LAND SURVEYING, LLC
SURVEYING FIRM #: 10193978
2038 W. Cuthbert, Midland, Texas 79701
(432)570-6256, brucepennell@yahoo.com
TOTAL LAND AREA
DURYN HENNINGTON 6832
TEXAS R.P.L.S. No. 6832
KENT LUBRICATION CENTERS, LTD
ALTA/NSPS SURVEY

APPLICATION SUMMARY

- 15 objections were received for this zone change request. 9 of the objections being within the 200-foot buffer, and 6 objections being outside of the 200-foot buffer.
- The total objection percentage within the 200-foot buffer is 32.8%



STAFF RECOMMENDATION

- This is scheduled for the April 21, 2025, Planning and Zoning Commission Meeting
- Staff recommends **DENIAL** of this zone change from, O-1, Office District, to RR, Regional Retail District



MISSION

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



City Council Meeting

Item Number: 14

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 28, 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 AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST NEW YORK AVENUE AND SOUTH STONEWALL 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)

Purpose:

The applicant, Louis Clay, is requesting a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District for the development of a single-family residential dwelling unit on a property located at 600 South Stonewall Street.

Recommended City Council Action:

Approve.

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

The property is situated in an area with a mix of zoning designations and land uses. To the north and east, the surrounding properties are zoned as C, Commercial District. Directly south of the subject property, there is a single lot designated as SF-3, Single-Family Dwelling District. West of the subject property is zoned MF-22, Multiple-Family Dwelling District. The surrounding uses to the north, west, and south are predominantly residential. A church, Greater New Hope Baptist Church, is located to the east of the subject property.

Analysis:

The subject property is located at 600 South Stonewall Street. It is currently zoned C, Commercial District. This district does not permit a single-family detached dwelling. The property is currently vacant. The applicant has requested a zone change to SF-3, Single-Family Dwelling District, which would enable the construction of a residential home. The property will meet the minimum lot dimension requirements of the SF-3, Single-Family Dwelling District, zoning [Midland City Code 4.03]. Surrounding properties have progressively transitioned to SF-3 zoning, aligning with the evolving character of the neighborhood and its residential development.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Residential-Medium (UR-M). Potential zoning for this designation calls for Single-Family Dwelling Districts, making this request compatible.

Therefore, this request is compatible with both the surrounding area and with the Tall City Tomorrow Comprehensive Plan.

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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

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 C, Commercial District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 2, 2025, staff has not received letters of objection for this request.

Attachments:

Application
Site Plan
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 28, 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 AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST NEW YORK AVENUE AND SOUTH STONEWALL 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 Lot 1, Block 28, Greenwood Addition, Third, Fourth and Fifth Sections, 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 C, Commercial 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, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0416

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 631-2909	
Printed Name: Louis Clay		Email Tallcityboss@yahoo.com	
Address 1215 Lynn	City Midland	State TX	Zip 79705

Property Owner		Phone ( )	
Printed Name: Louis Clay		Email	
Address 1215 Lynn	City Midland, TX	State	Zip 79705

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm: _____		Email	
Printed Name:			
Address	City	State	Zip

Street Address: 600 S. Stonewall

Legal Description
Lot: 01 Block: 028 Subdivision: Greenwood

Current Zoning: C

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To Build a Single Family Home

Present Use of Property: Vacant

Proposed Use of Property: Single family Home

How would this zone change affect the public health, safety and welfare? None

Describe how conditions affecting the property have changed since present zoning designation: None

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): Louis Clay	Date: 2-28-2025
Applicant (printed): Louis Clay	
Property Owner (signature): Louis Clay	Date: 2-28-2025
Property Owner (printed) : Louis Clay	

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.

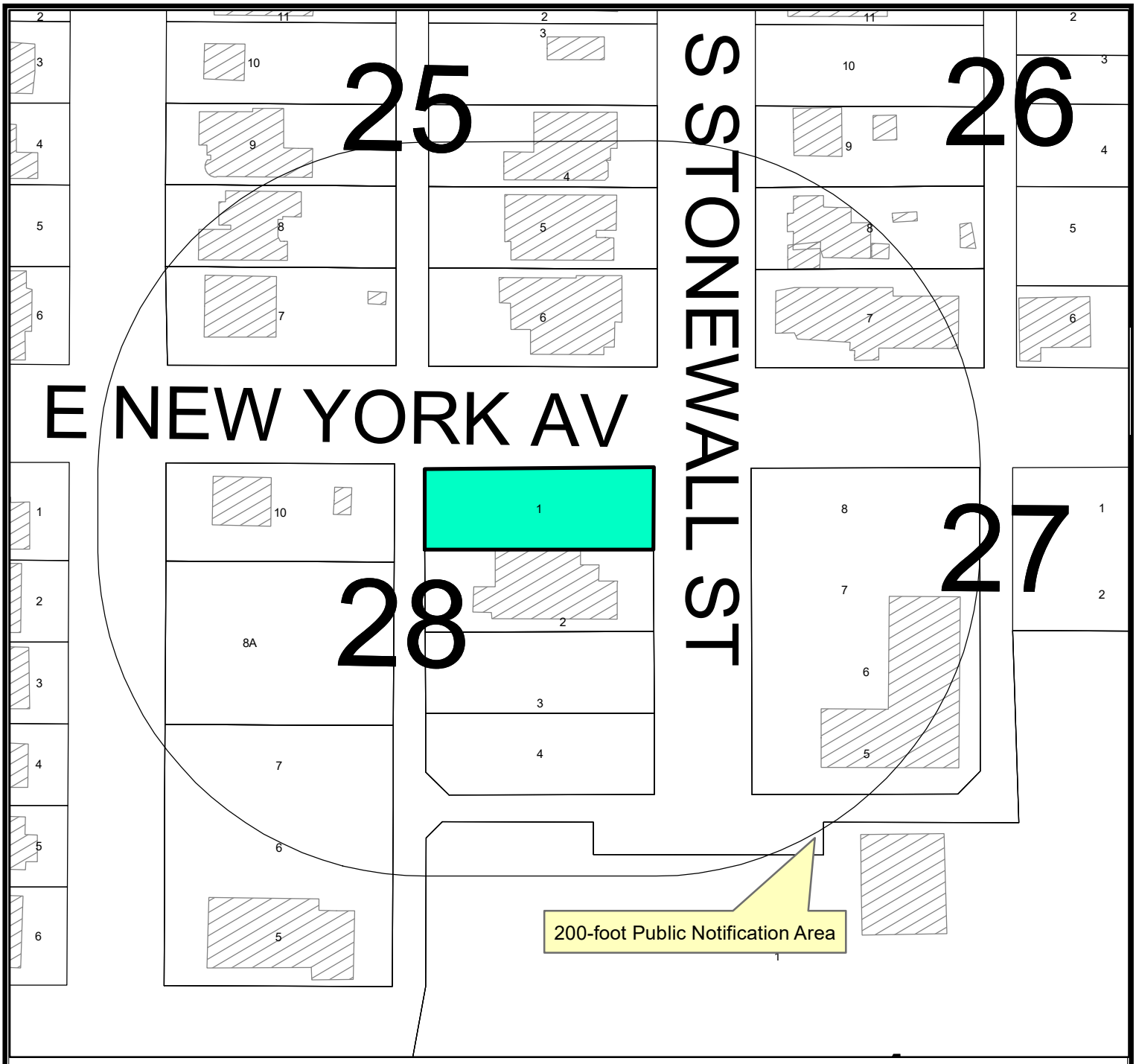
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # invoiced	RECEIVED
Received By: Beatso	Date: FEB 28 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

CUSTOM
LIVING
SPACES
RESIDENTIAL DESIGN
Kevin Rabenaldt
Midland & San Antonio, Texas
kevin.rabenaldt@yahoo.com
Cell 432.888.6572
600 S Stonewall Street
Lot 01 Blk 28
Greenwood Addition
City of Midland,
Midland County, Texas
E
Clay Homes LLC
, Texas
1" = 10'
SCALE: 1" = 10'
SITE PLAN
Plan Version: Final
Date: 10-8-24
Print Date: 10/8/2024
Folder:
513 S Calhoun Midland, City 7-24
5' Sidewalk
ADA Ramp
Existing ADA
600 S Stonewall Street
Property Line
60.000'
25'-0"
Setback
HOUSE OUTLINE TO THE OUTSIDE
OF FINISH MATERIAL (BRICK)
Property Line
140.000'
East New York Ave
N
S
10'-0"
35'-0"
10'-0"
5'-0"
17'-8½"
105'-0"
Setback
5' Sidewalk
ADA Ramp
5'-0"
Driveway
10'-4"
11'-10"
ADA Ramp
5'-0"
10'-0"
45'-0"
5'-0"
27'-3½"
Setback
10'-0"
Alley
60.000' W
Property Line



Location Map

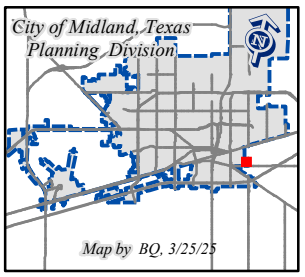
Z-25-0416 **Scale: 1" = 500'**

Consider a request by Louis Clay for a zone change from C, Commercial District to SF-3, Single-Family Dwelling District, on Lot 1, Block 28, Greenwood Addition, Third, Fourth and Fifth Sections, City and County of Midland, Texas.

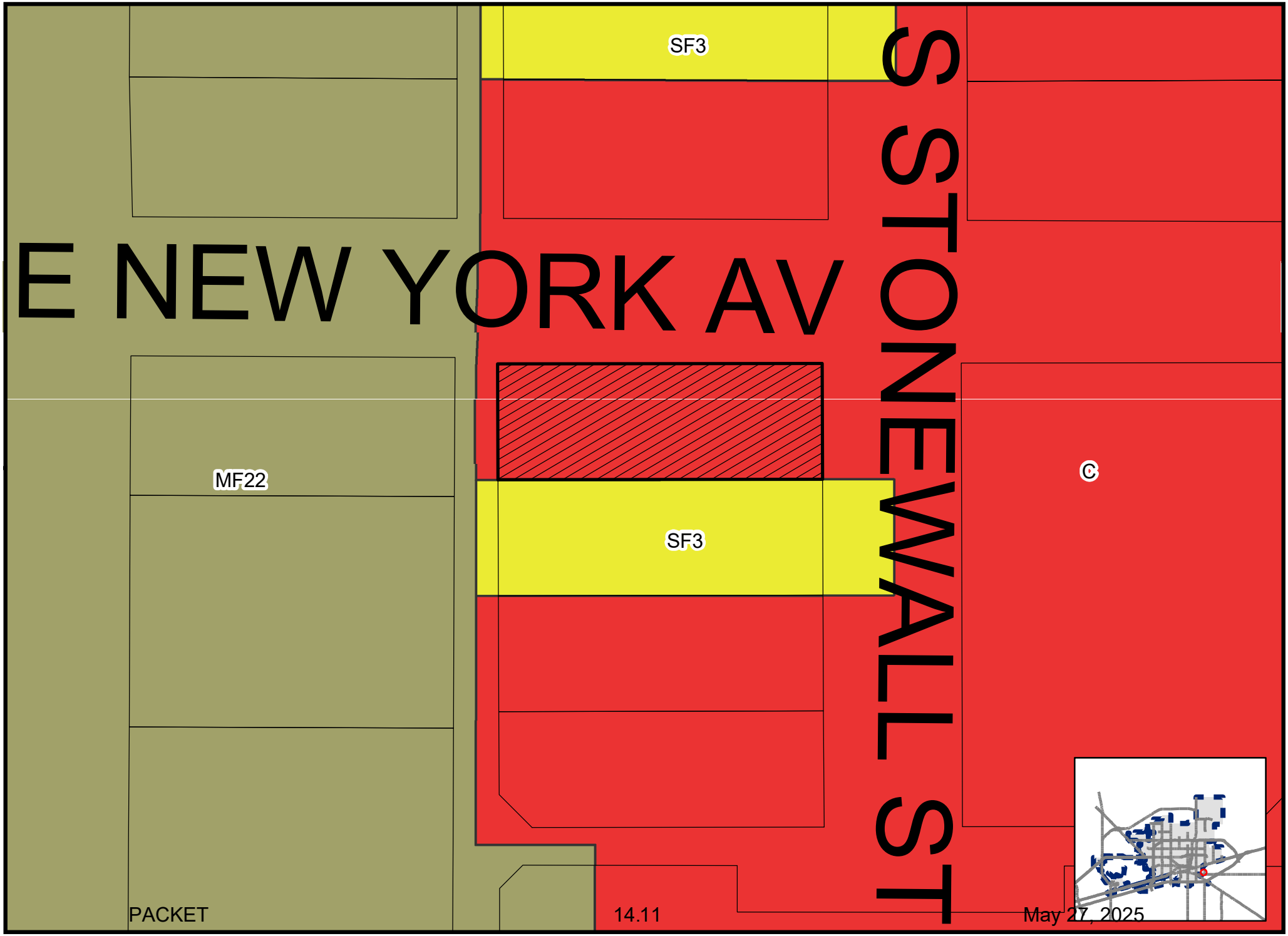
Generally located at the intersection of East New York Avenue and South Stonewall Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.



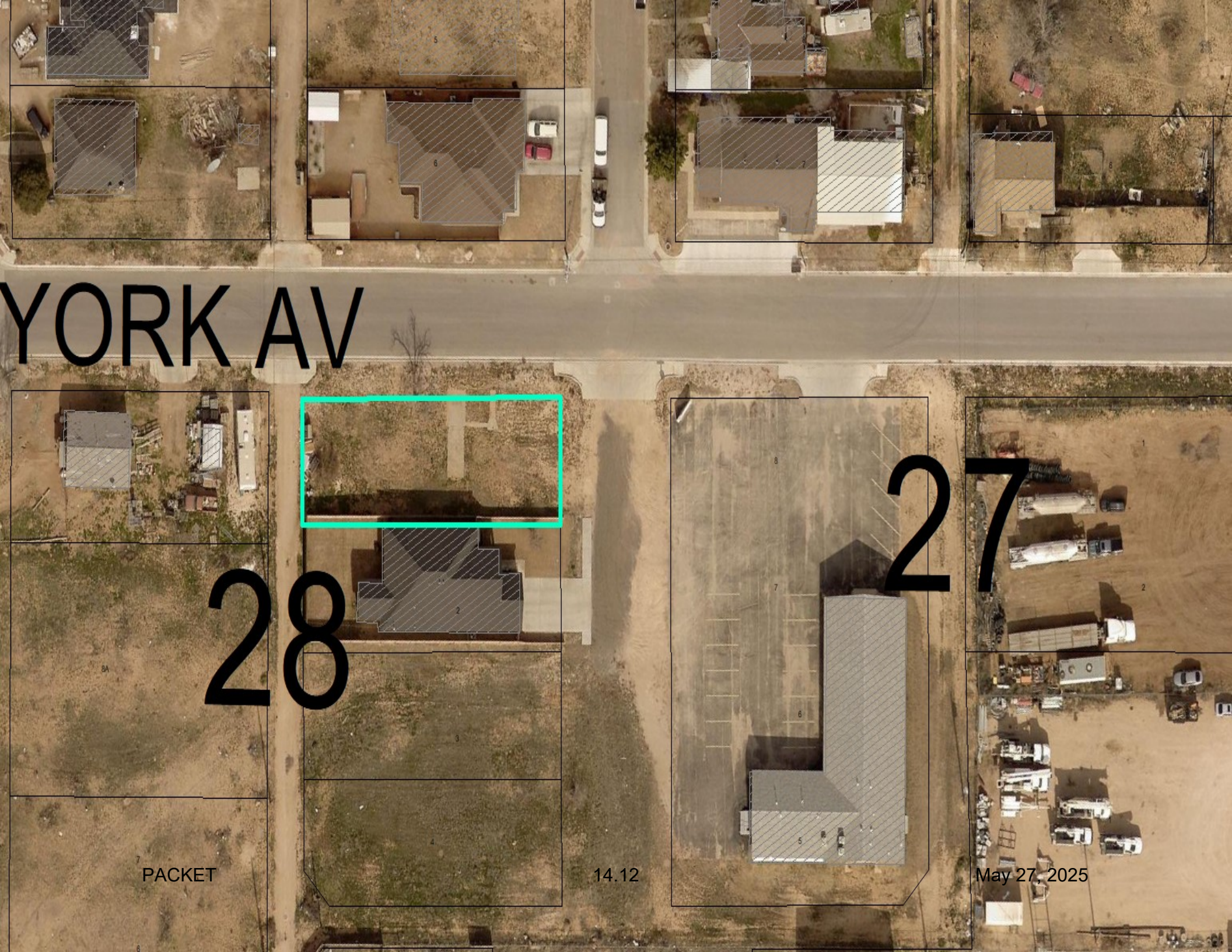
Map by BQ 3/11/25

Z-25-0416

Scale: 1" = 500'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

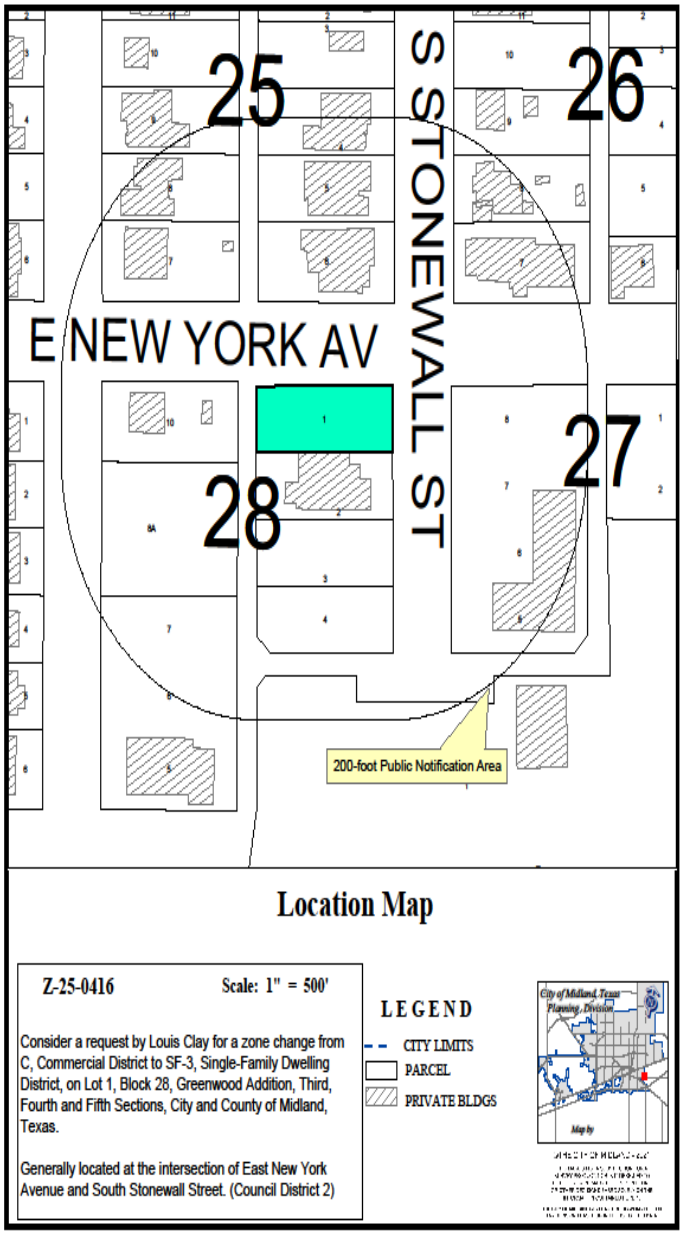

YORK AV
28
27




MIDLAND
Be the Energy!
ZONE CHANGE REQUEST
600 S STONEWALL
Visit Our Website
MIDLANDTEXAS.GOV

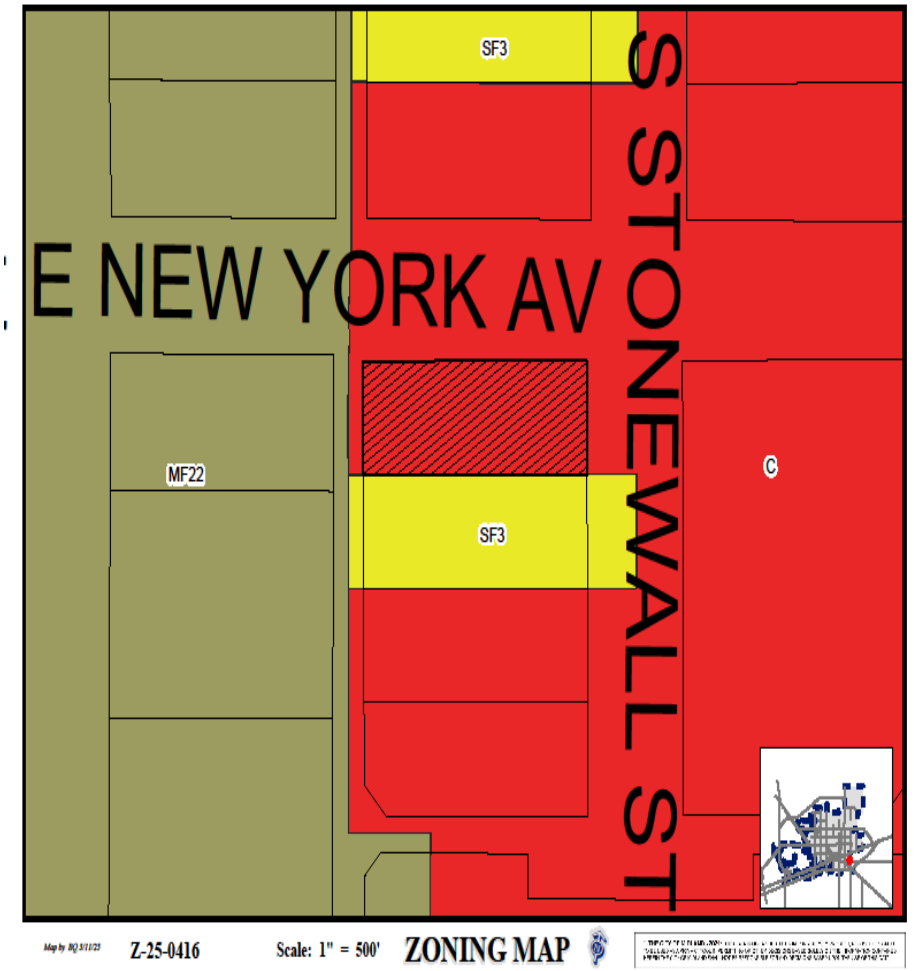
APPLICATION SUMMARY

- **Property Owner**: Louis Clay
- **Zone Change:** C, Commercial TO SF-3, Single-Family Dwelling District for a home
- **Address:** 600 South Stonewall (District 2)
- **Reason for Request:** To be able to build a single-family dwelling.



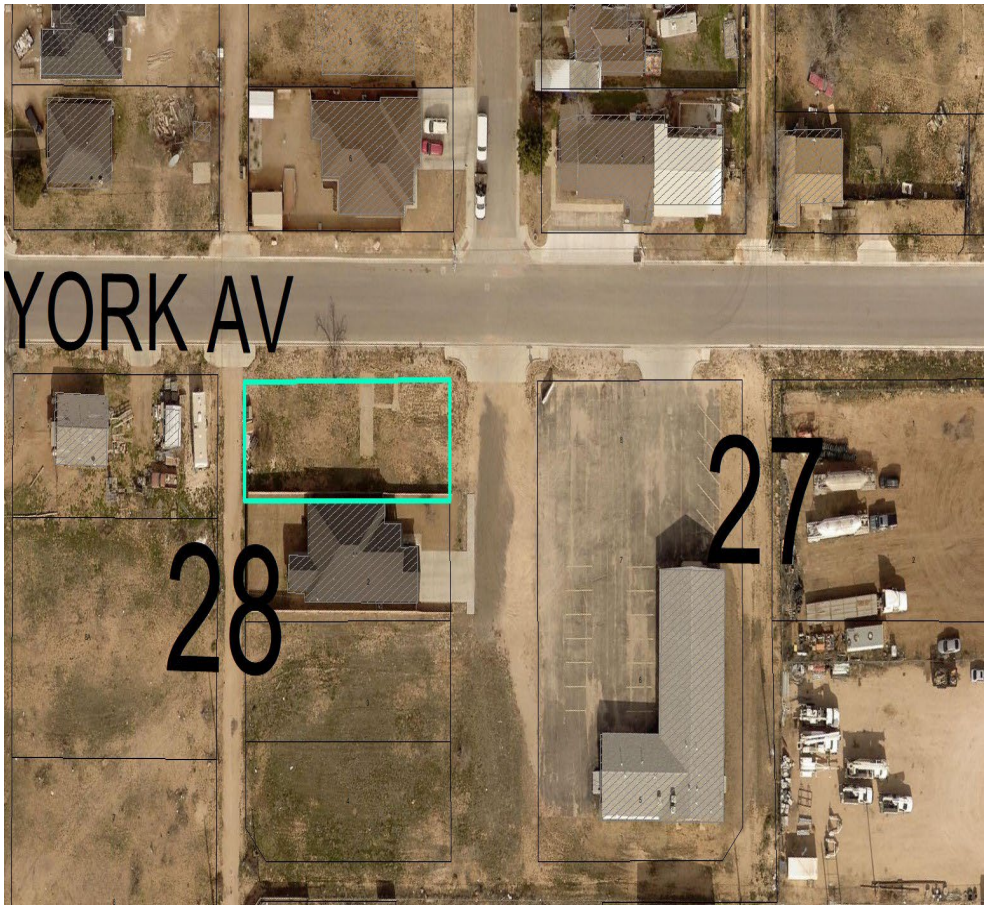
ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
  - **North/East:** C, Commercial District
  - **South:** SF-3, Single-Family Dwelling District
  - **West:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use of the Property:** Vacant Lot
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
  - **North/South/West**: Residential
  - **East:** Church

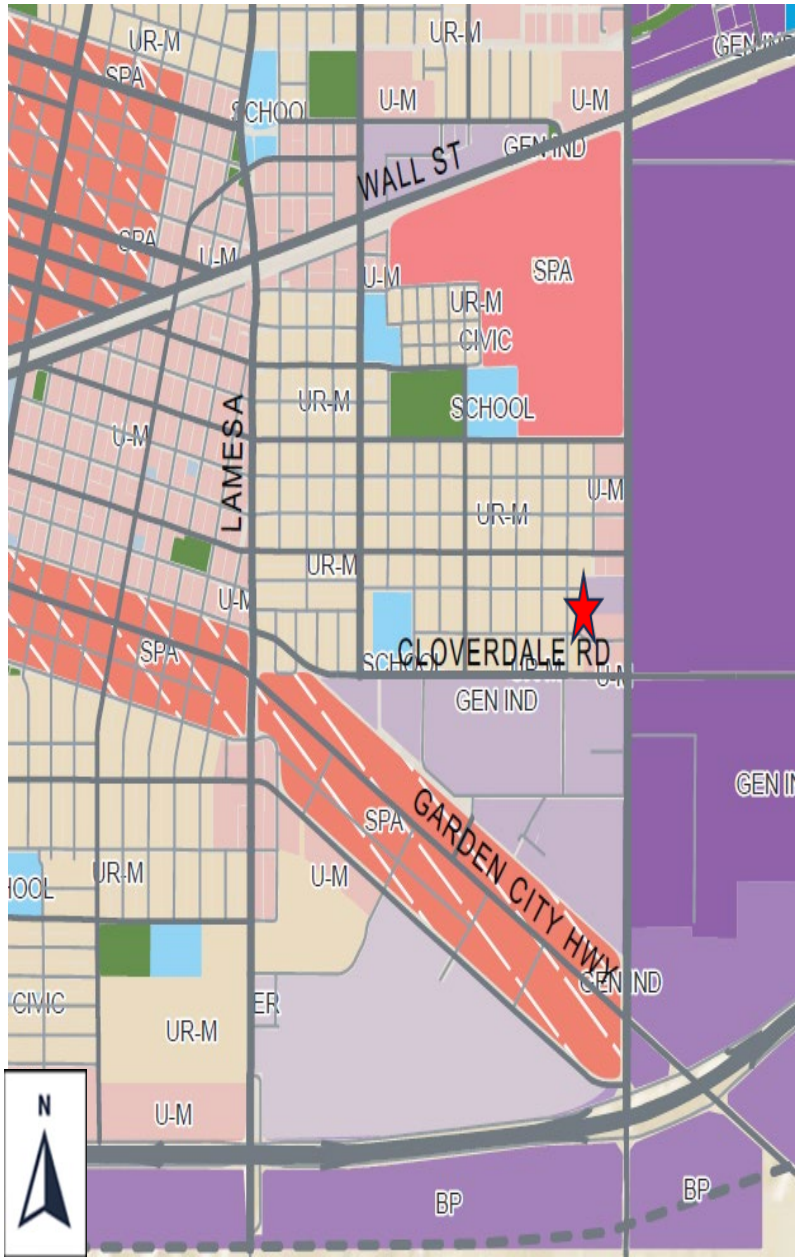




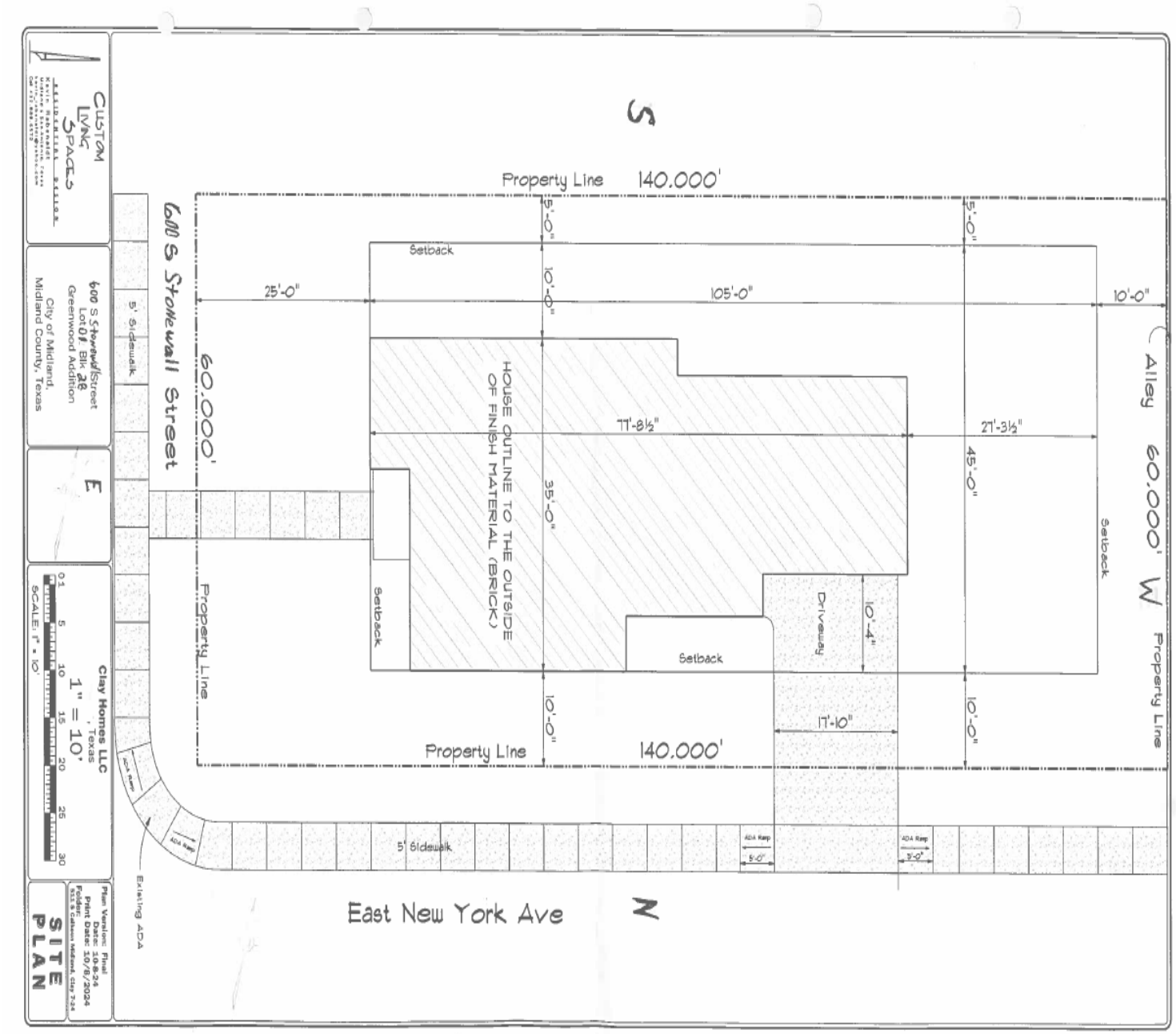
On East New York, Looking East.

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Medium, UR-M
- **Supported Uses:**
  - A mix of housing types, including single-family detached, single-family attached and townhouses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



MIDLAND Be the Energy!


Custom Living Spaces
600 S Stonewall Street
Lot 01 Blk 28
Greenwood Addition
City of Midland,
Midland County, Texas
Clay Homes LLC
, Texas
1" = 10'
SCALE: 1" = 10'
SITE PLAN
S
N
E
W
Property Line 140.000'
600 S Stonewall Street
60.000'
Setback
25'-0"
105'-0"
10'-0"
5'-0"
HOUSE OUTLINE TO THE OUTSIDE OF FINISH MATERIAL (BRICK)
77'-8½"
27'-3½"
35'-0"
45'-0"
Alley 60.000'
Property Line
Driveway
10'-4"
17'-10"
Property Line 140.000'
5' Sidewalk
East New York Ave
Existing ADA
ADA Ramp

Site Plan

STAFF'S RECOMMENDATION

- No objections received.
- Planning and Zoning Commission approved request on April 7, 2025
- Staff recommends **APPROVAL** of this zone change from **C, Commercial District** to **SF-3, Single-Family Dwelling District**.



MISSION

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



City Council Meeting

Item Number: 15

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.50-ACRE TRACT OF LAND OUT OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF TODD DRIVE, APPROXIMATELY 1,070 FEET NORTH OF EAST COUNTY ROAD 77); 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)

Purpose:

Maverick Engineering, on behalf of, Jacked LP, is requesting a Zone Change from AE, Agriculture Estate District to SF-1, Single-Family Dwelling District to be able to plat a total of nine lots for residential development at 2200 Todd Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

AE, Agriculture Estate District.

Surrounding Zoning and Land Use:

The surrounding land uses to the north and west of the property are currently undeveloped vacant lots. To the west side of the property, Endeavor Energy Resources operates several oil wells. South of the subject property are residential lots. All surrounding zoning for the subject property is AE, Agriculture Estate District.

Analysis:

The subject property is zoned AE, Agriculture Estate District. Jacked LP is seeking this zone change to plat nine residential lots with an acreage of less than two acres, which is the minimum lot area requirement for the current zoning [Midland City Code 5.04]. The property owner has started the platting process to subdivide the 16.60-acre tract of land into nine lots. Changing this zoning would help the future residential development of this area. This request would also be compatible with the surrounding area as the proposed lots do meet the 9,000 square feet minimum lot area requirement for the SF-1, Single-Family Dwelling District, zoning [Midland City Code 5.04].

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Low (U-L). This designation calls for relatively low-density housing. A mix of complementary uses includes mostly single-family homes, with some attached, townhomes, and small multi-family projects.

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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

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)

Therefore, staff recommends approval of this Zone Change from AE, Agriculture Estate District, to SF-1, Single-Family Dwelling District.

Letters of Objection:

As of May 2, 2025, staff has not received letters of objection for this request.

Attachments:

Application
Survey
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 16.50-ACRE TRACT OF LAND OUT OF SECTION 32, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF TODD DRIVE, APPROXIMATELY 1,070 FEET NORTH OF EAST COUNTY ROAD 77); 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 16.50-acre tract of land out of Section 32, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to SF-1, 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 AE, Agricultural Estate District to SF-1, 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:

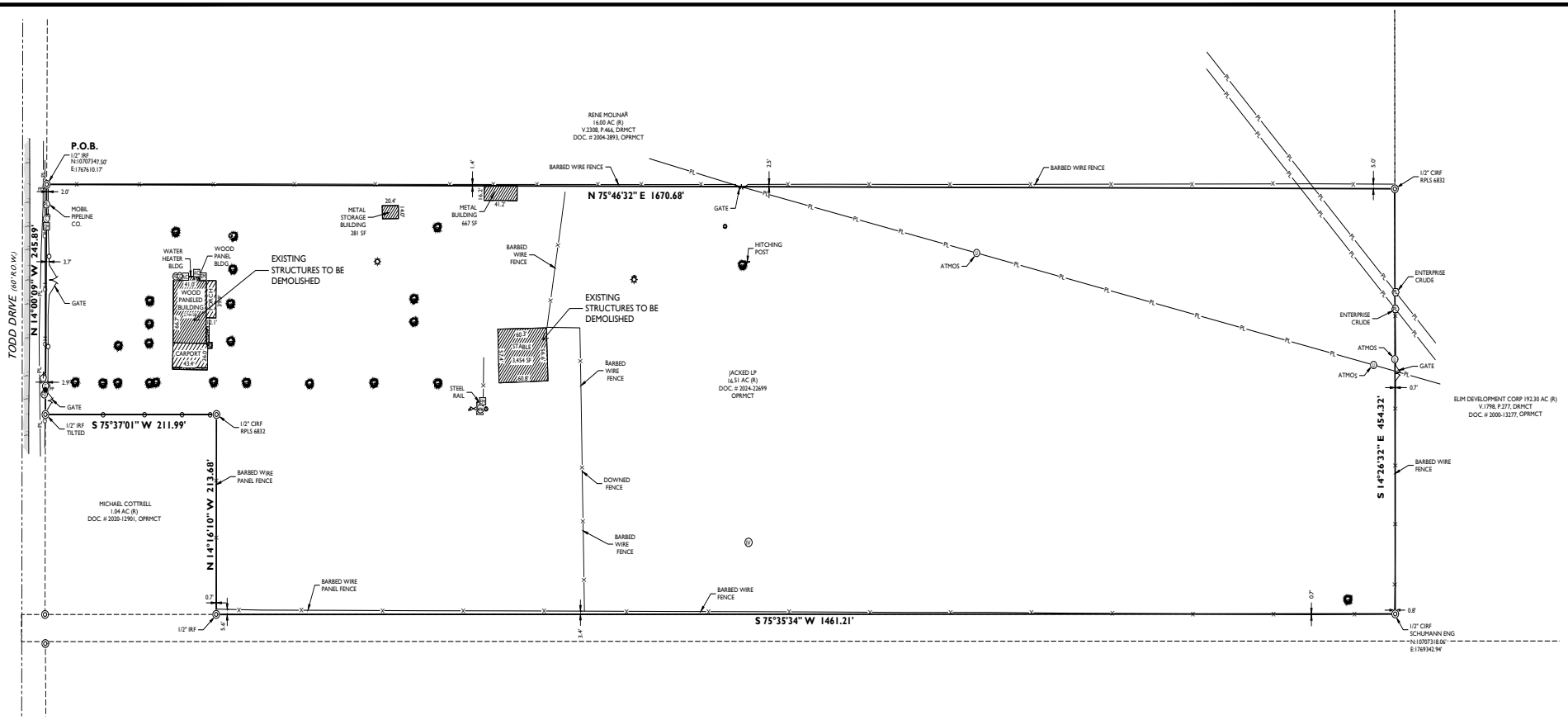
_____
Marcia Bentley-German, City Secretary

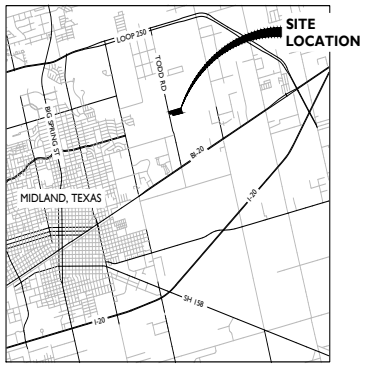
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney





VICINITY MAP

N.T.S.



LEGEND

- FOUND MONUMENT AS NOTED
- A/C PAD
- CABLE PEDISTAL
- CLEAN OUT
- ELECTRIC METER
- POWER POLE
- STUB OUT
- WATER VALVE
- WATER WELL
- MAIL BOX
- IRRIGATION VALVE
- LIGHT POLE
- TREE
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENT LINE
- EDGE OF ASPHALT
- FENCE
- CHAINLINK FENCE
- OVERHEAD ELECTRIC LINE
- BURIED PIPELINE
- CONCRETE
- PAVEMENT
- BUILDING

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 I 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. *FENCES ARE ON OR WITHIN 0.5' OF THE PROPERTY LINE UNLESS OTHERWISE NOTED OR SHOWN HEREON.*

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF A 16.50 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING THAT SAME CALLED 16.51 ACRE TRACT IN DOCUMENT NUMBER 2024-22699 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N:(Y) 10707347.50, E:(X) 1767610.17, A ONE HALF INCH IRON ROAD FOUND IN THE EAST RIGHT OF WAY LINE OF TODD DRIVE AT THE SOUTHWEST CORNER OF A CALLED 16.00 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2004-2893 IN SAID "OPR" FOR THE NORTHWEST CORNER HEREOF;*

THENCE *N 75°46'32"E, ALONG SAID CALLED 16.00 ACRE TRACT 1670.68 FEET TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "RPLS 6832" (6832) FOUND IN THE WEST LINE OF A CALLED 192.30 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2000-13277 IN SAID "OPR" FOR THE NORTHEAST CORNER HEREOF;*

THENCE *S 14°26'32"E, ALONG SAID CALLED 192.30 ACRE TRACT, 454.32 FEET TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "SCHUMANN" FOUND AT AN INTERIOR CORNER OF SAID CALLED 192.30 ACRE TRACT FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *S 75°35'34"W, CONTINUING ALONG SAID CALLED 192.30 ACRE TRACT, 1461.21 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A CALLED 1.04 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2020-12901 FOR THE WEST SOUTHWEST CORNER HEREOF;*

THENCE *THE FOLLOWING TWO COURSES AND DISTANCES AROUND SAID CALLED 1.04 ACRE TRACT:*

1.N 14°16'10"W, 213.68 FEET TO A "6832" FOUND FOR AN INTERIOR CORNER HEREOF;
2.S 75°37'01"W, 211.99 FEET TO A ONE HALF INCH IRON ROD FOUND IN SAID EAST RIGHT OF WAY FOR THE NORTH SOUTHWEST CORNER HEREOF;

THENCE *N 14°00'09"W, ALONG SAID EAST RIGHT OF WAY, 245.89 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 16.50 ACRES OF LAND.*

Drawing - F:\2024\240168-DAVID KUHNERT-TODD ROAD FAMILY DEVELOPMENT\DRAWINGS\BOUNDARY SURVEY\240168 BOUNDARY SURVEY.DWG Last Saved By: AKaderali on 10/30/24

SURVEYOR: GWS	SCALE: 1" = 60'	APPROVAL DATE:
DRAWN BY: AK	JOB NO.: 240168	REV 1:
APPROVED:	FIELD WORK DATE: 10.15.24	REV 2:

PACKET

TO DAVID KUHNERT: THIS SURVEY WAS PERFORMED ON THE GROUND AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE TBPELS STANDARDS FOR A BOUNDARY SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514
OCTOBER 30, 2024

STATE OF TEXAS · REGISTERED · GREGORY W. SHOULTS · 5356 · LICENSED · LAND SURVEYOR

15.7

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

EXHIBIT A
ZONING EXHIBIT
May 27, 2025
OF A 16.51 ACRE TRACT OUT OF
SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RWY CO. SURVEY
CITY AND COUNTY OF MIDLAND , TEXAS

Docusign Envelope ID: 0AAB50D6-E549-46D7-9F52-4CEB9F0FEF1E

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0414

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: SEE REPRESENTATIVE		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: JACKED, LP		Phone (432)262-0999 Email dkuhnert@crownquest.com	
Address 2104 DEEANNA DR	City MIDLAND	State TEXAS	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TEXAS	Zip 79701

Street Address: 2200 TODD DRIVE

Legal Description
Lot: Block: Subdivision:

Current Zoning: AE	**Proposed Zone:** SF1 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO BE ABLE TO PLAT LESS THAN 2 ACRES

Present Use of Property: VACANT WITH OLD BARNS, STABLES AND AN ABANDONED HOME

Proposed Use of Property: RESIDENTIAL DEVELOPMENT

How would this zone change affect the public health, safety and welfare? NO AFFECT

Describe how conditions affecting the property have changed since present zoning designation: NEW PROPERTY OWNER WANTS TO SUBDIVIDE THE LAND INTO 9 RESIDENTIAL LOTS FOR HIS FAMILY TO BUILD HOMES ON. EXISTING STRUCTURES ARE TO BE DEMOLISHED

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): SEE REPRESENTATIVE	Date:
Applicant (printed):	
Property Owner (signature): DocuSigned by: David Kuhnert 95B61D05A7294E2...	Date: 2/25/2025
Property Owner (printed) : David Kuhnert	

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 Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Jagged LP or authorized by David Kuhnert, 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 28th day of February, 2025, to certify which witness my hand and seal of office.

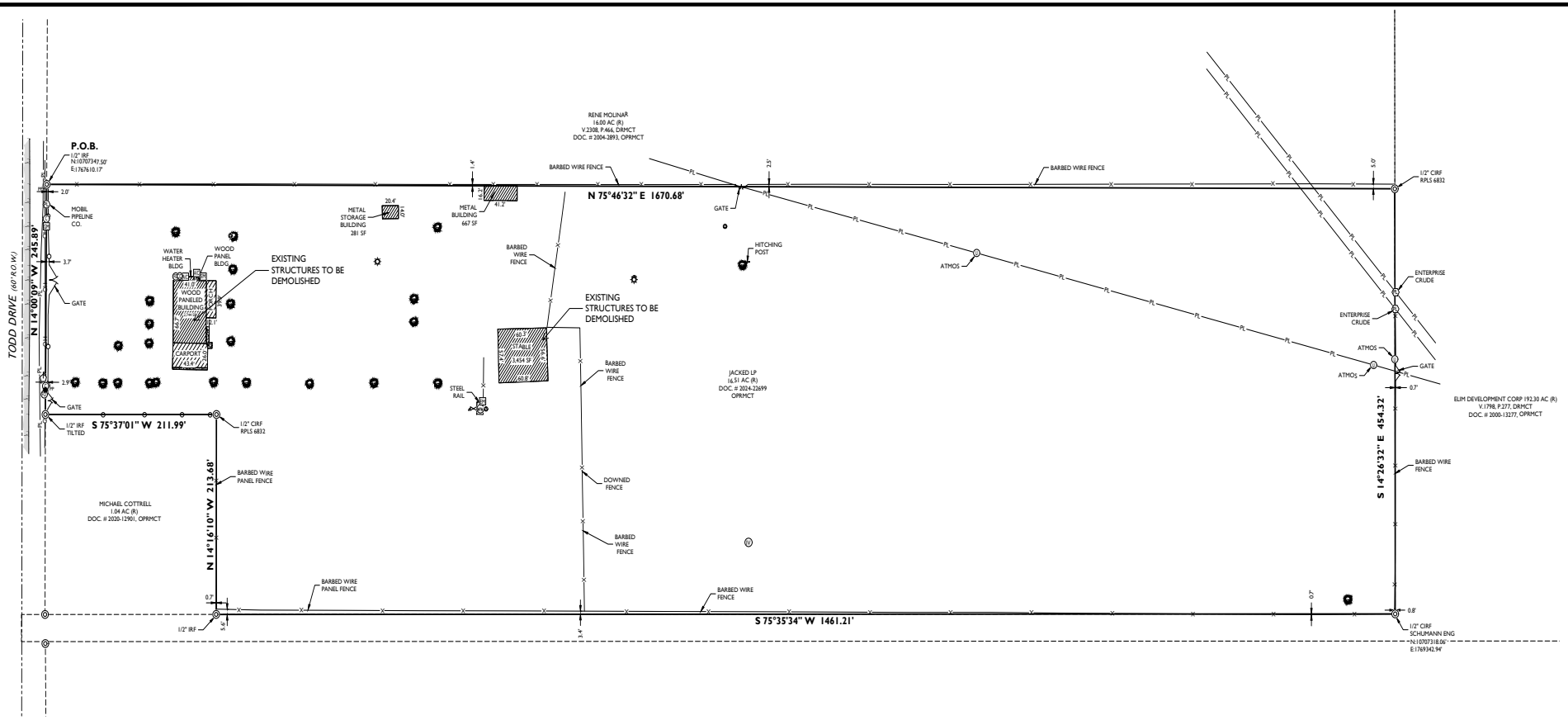
SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

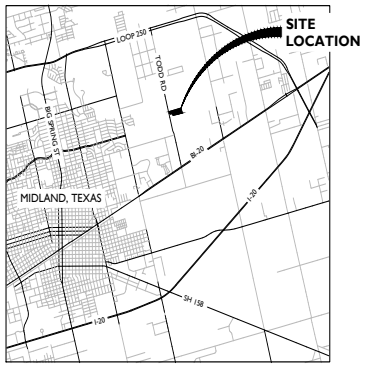
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 5205	RECEIVED
Received By: Beatriz Q Sophia Saenz	Date: FEB 28 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****





VICINITY MAP

N.T.S.



0' 60' 120'

ORIGINAL SCALE: 1" = 60'

LEGEND

- FOUND MONUMENT AS NOTED
- A/C PAD
- CABLE PEDISTAL
- CLEAN OUT
- ELECTRIC METER
- POWER POLE
- STUB OUT
- WATER VALVE
- WATER WELL
- MAIL BOX
- IRRIGATION VALVE
- LIGHT POLE
- TREE
- BOUNDARY LINE
- PROPERTY LINES
- EASEMENT LINE
- EDGE OF ASPHALT
- FENCE
- CHAINLINK FENCE
- OVERHEAD ELECTRIC LINE
- BURIED PIPELINE
- CONCRETE
- PAVEMENT
- BUILDING

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 I AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 101945 14" 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. *FENCES ARE ON OR WITHIN 0.5' OF THE PROPERTY LINE UNLESS OTHERWISE NOTED OR SHOWN HEREON.*

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF A 16.50 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING THAT SAME CALLED 16.51 ACRE TRACT IN DOCUMENT NUMBER 2024-22699 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING *AT N (Y) 10707347.50, E (X): 1767610.17, A ONE HALF INCH IRON ROAD FOUND IN THE EAST RIGHT OF WAY LINE OF TODD DRIVE AT THE SOUTHWEST CORNER OF A CALLED 16.00 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2004-2893 IN SAID "OPR" FOR THE NORTHWEST CORNER HEREOF;*

THENCE *N 75°46'32"E, ALONG SAID CALLED 16.00 ACRE TRACT 1670.68 FEET TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "RPLS 6832" (6832) FOUND IN THE WEST LINE OF A CALLED 192.30 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2000-13277 IN SAID "OPR" FOR THE NORTHEAST CORNER HEREOF;*

THENCE *S 14°26'32"E, ALONG SAID CALLED 192.30 ACRE TRACT, 454.32 FEET TO A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "SCHUMANN" FOUND AT AN INTERIOR CORNER OF SAID CALLED 192.30 ACRE TRACT FOR THE SOUTHEAST CORNER HEREOF;*

THENCE *S 75°35'34"W, CONTINUING ALONG SAID CALLED 192.30 ACRE TRACT, 1461.21 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF A CALLED 1.04 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2020-12901 FOR THE WEST SOUTHWEST CORNER HEREOF;*

THENCE *THE FOLLOWING TWO COURSES AND DISTANCES AROUND SAID CALLED 1.04 ACRE TRACT:*

1.N 14°16'10"W, 213.68 FEET TO A "6832" FOUND FOR AN INTERIOR CORNER HEREOF;
2.S 75°37'01"W, 211.99 FEET TO A ONE HALF INCH IRON ROD FOUND IN SAID EAST RIGHT OF WAY FOR THE NORTH SOUTHWEST CORNER HEREOF;

THENCE *N 14°00'09"W, ALONG SAID EAST RIGHT OF WAY, 245.89 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 16.50 ACRES OF LAND.*

Drawing - F:\2024\240168-DAVID KUHNERT-TODD ROAD FAMILY DEVELOPMENT\DRAWINGS\BOUNDARY SURVEY\240168 BOUNDARY SURVEY.DWG Last Saved By: AKaderali on 10/30/24

SURVEYOR: GWS	SCALE: 1" = 60'	APPROVAL DATE:
DRAWN BY: AK	JOB NO.: 240168	REV 1:
APPROVED:	FIELD WORK DATE: 10.15.24	REV 2:

PACKET

TO DAVID KUHNERT: THIS SURVEY WAS PERFORMED ON THE GROUND AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE TBPELS STANDARDS FOR A BOUNDARY SURVEY.

GREGORY W. SHOULTS, RPLS #5356
FIRM NO. TX #10194514

OCTOBER 30, 2024

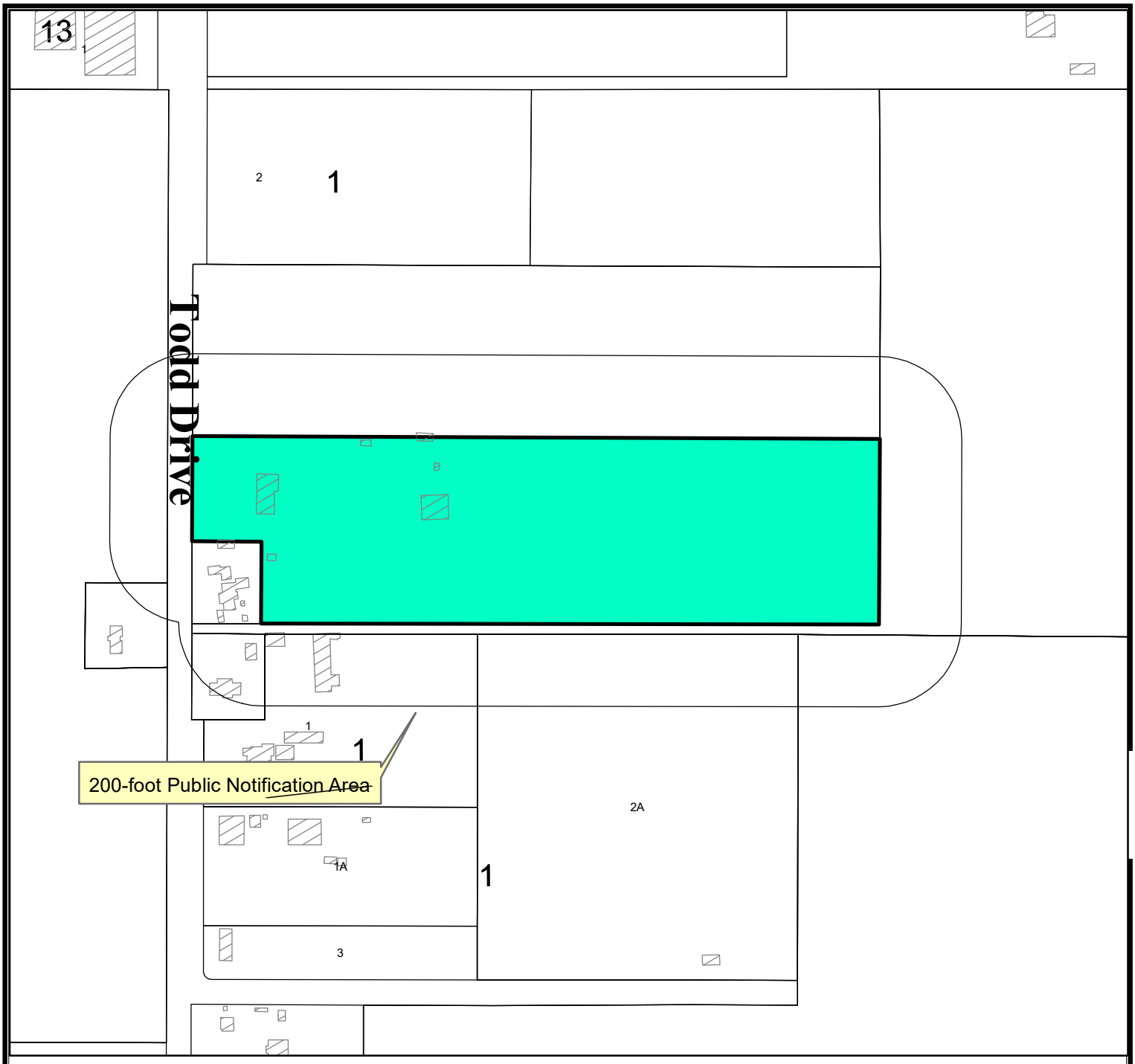
STATE OF TEXAS · REGISTERED · GREGORY W. SHOULTS · 5356 · PROFESSIONAL LAND SURVEYOR

15.10

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

EXHIBIT A
ZONING EXHIBIT
May 27, 2025

OF A 16.51 ACRE TRACT OUT OF
SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RWY CO. SURVEY
CITY AND COUNTY OF MIDLAND , TEXAS



Location Map

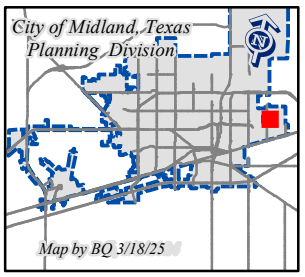
Z-25-0414 **Scale: 1" = 600'**

Consider a request by Maverick Engineering for a zone change from AE, Agriculture Estate District, to SF-1, Single-Family Dwelling District, on a 16.50-acre tract of land located in Section 32, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the east side of Todd Drive, approximately 1,070 feet north of East County Road 77. (Council District 2)

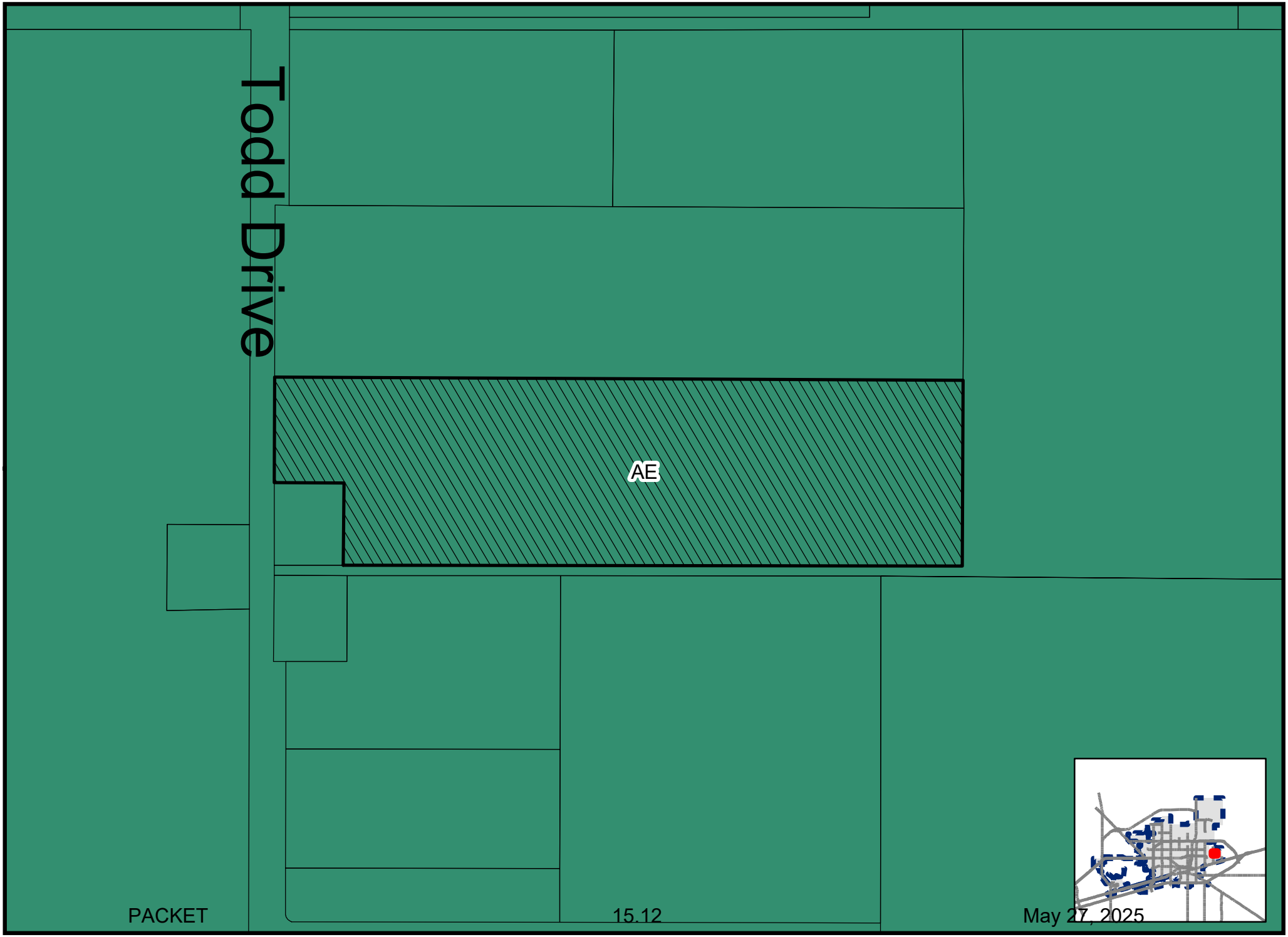
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.

May 27, 2025



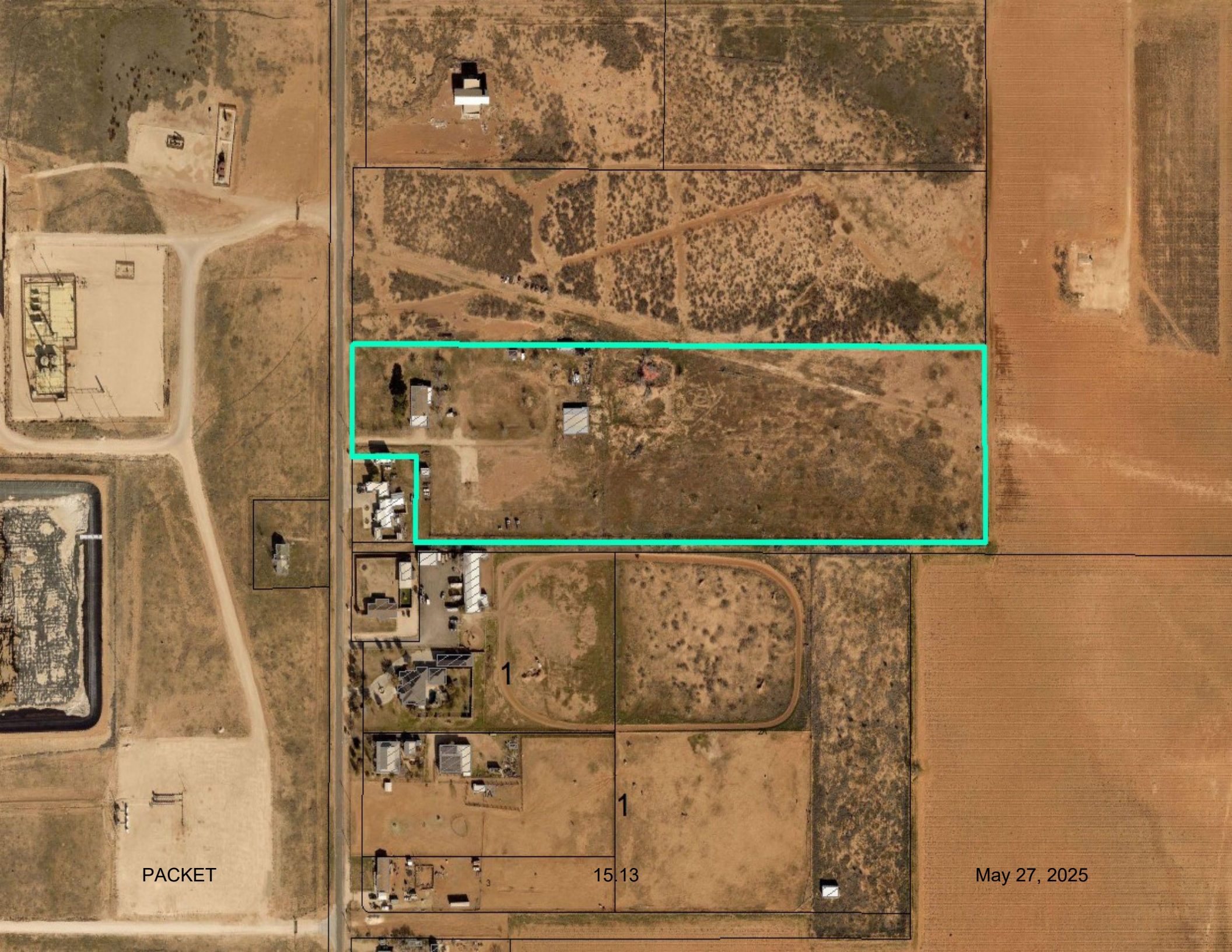
Map BQ, 02/3/2025

Z-25-0414

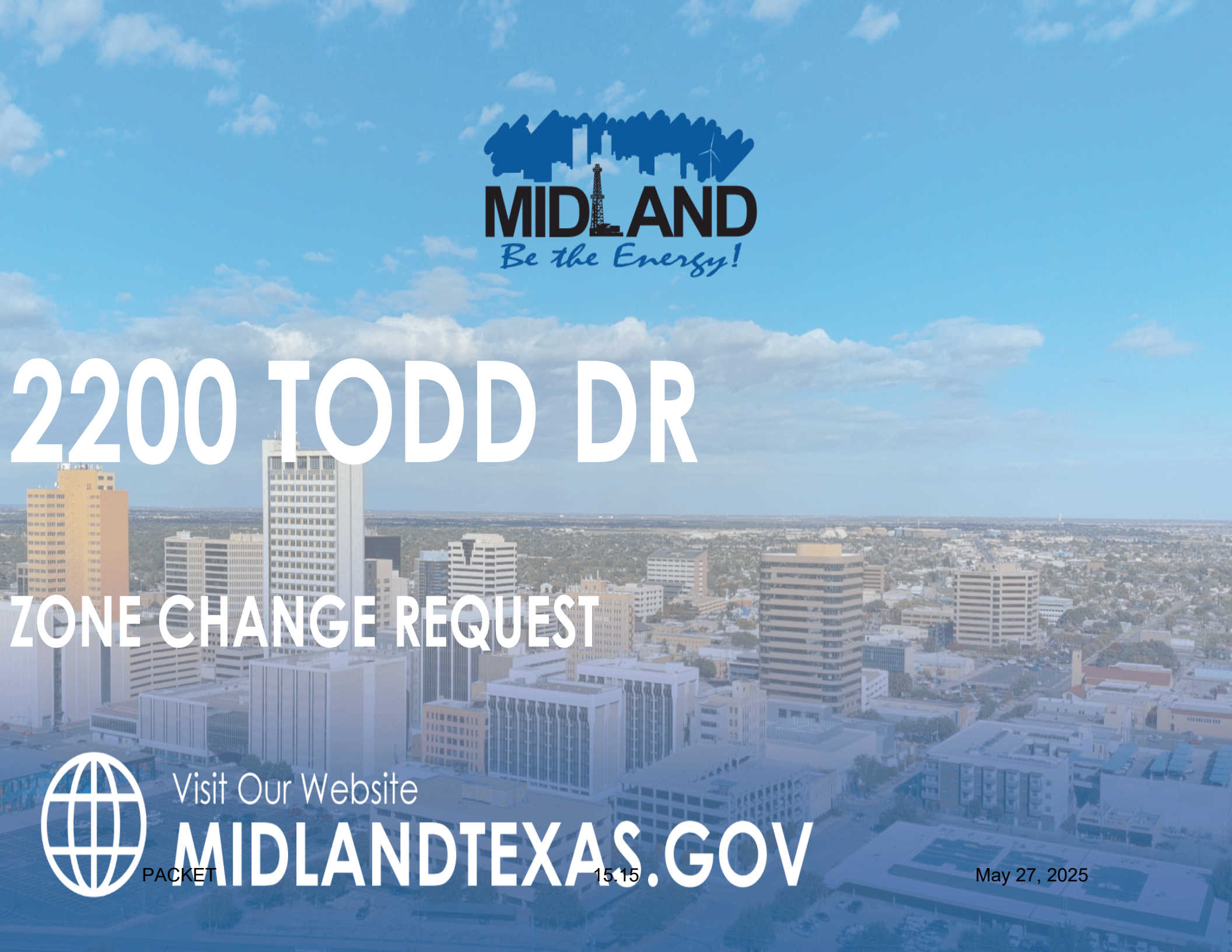
Scale: 1" = 291'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

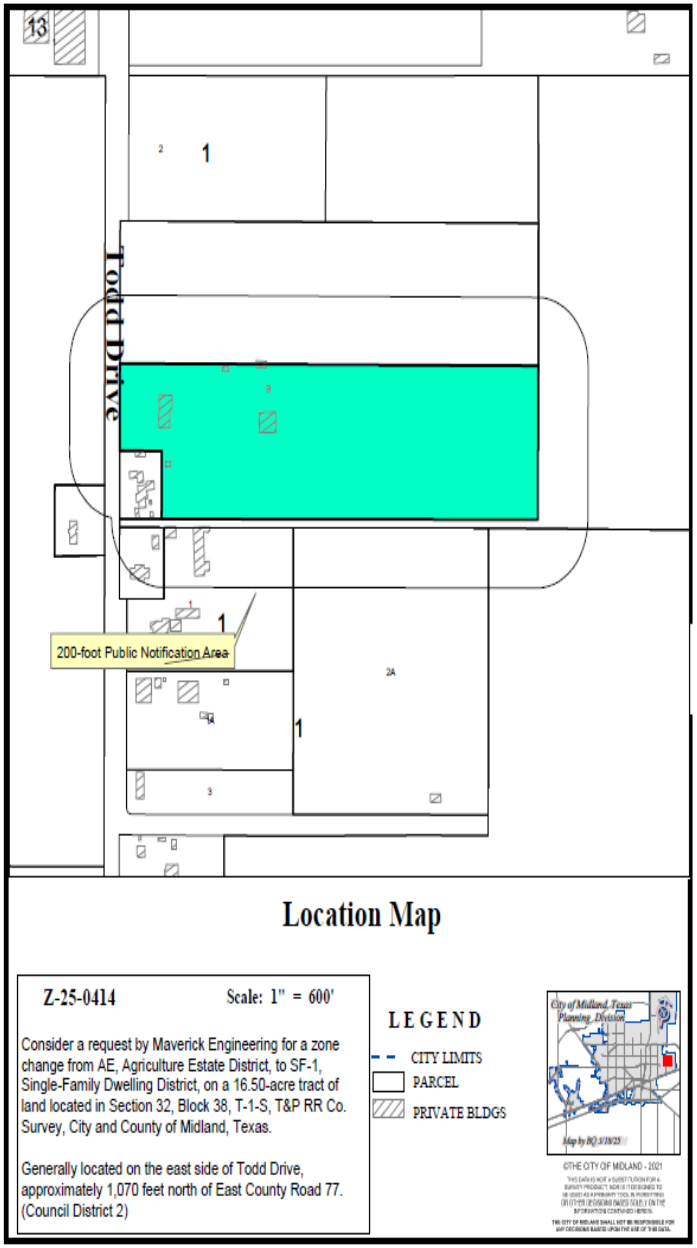

1
1




MIDLAND
Be the Energy!
2200 TODD DR
ZONE CHANGE REQUEST
Visit Our Website
MIDLANDTEXAS.GOV

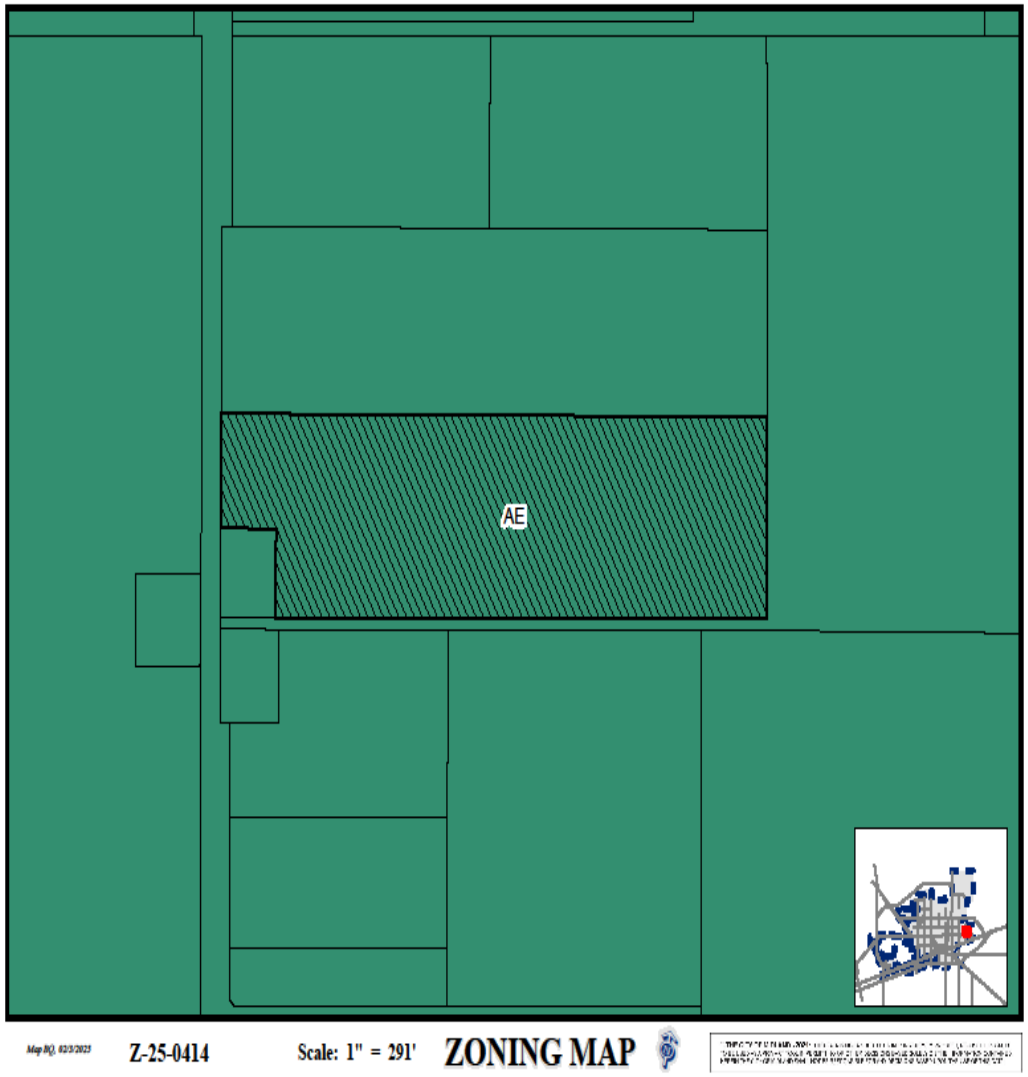
APPLICATION SUMMARY

- **Property Owner**: Jacked LP
- **Representative:** Ashlee Devine with Maverick Engineering
- **Zone Change**
- **Address:** 2200 Todd Drive. (District 2)
- **Reason for Request:** To be able to plat property into nine lots to meet lot requirements.



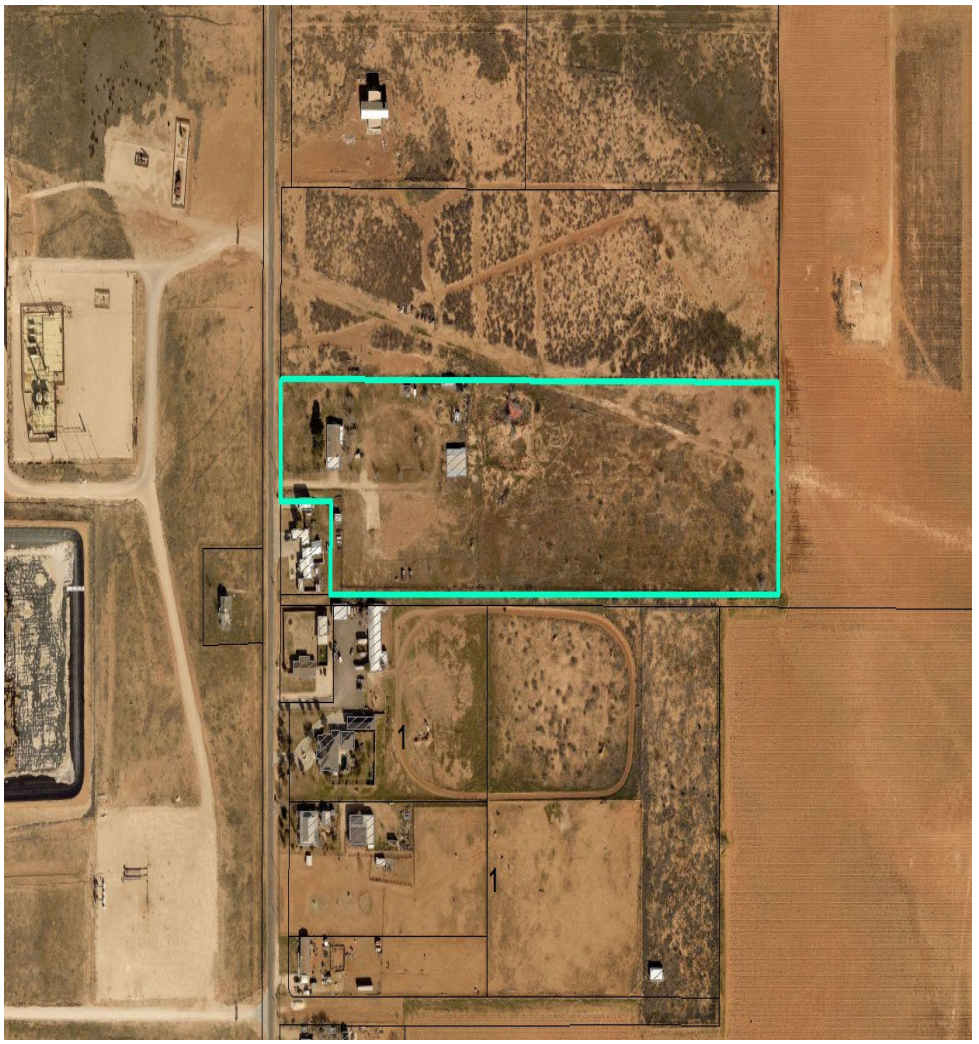
ZONING

- **Current Zoning:** AE, Agriculture Estate District
- **Surrounding Zoning:**
  - **North/South/East/West:** AE, Agriculture Estate District
- **Proposed Zoning:** SF-1, Single-Family Dwelling District



LAND USE

- **Current Use of the Property:** Residential
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
- **North/East**: Vacant
- **South:** Residential
- **West**: Oil Wells

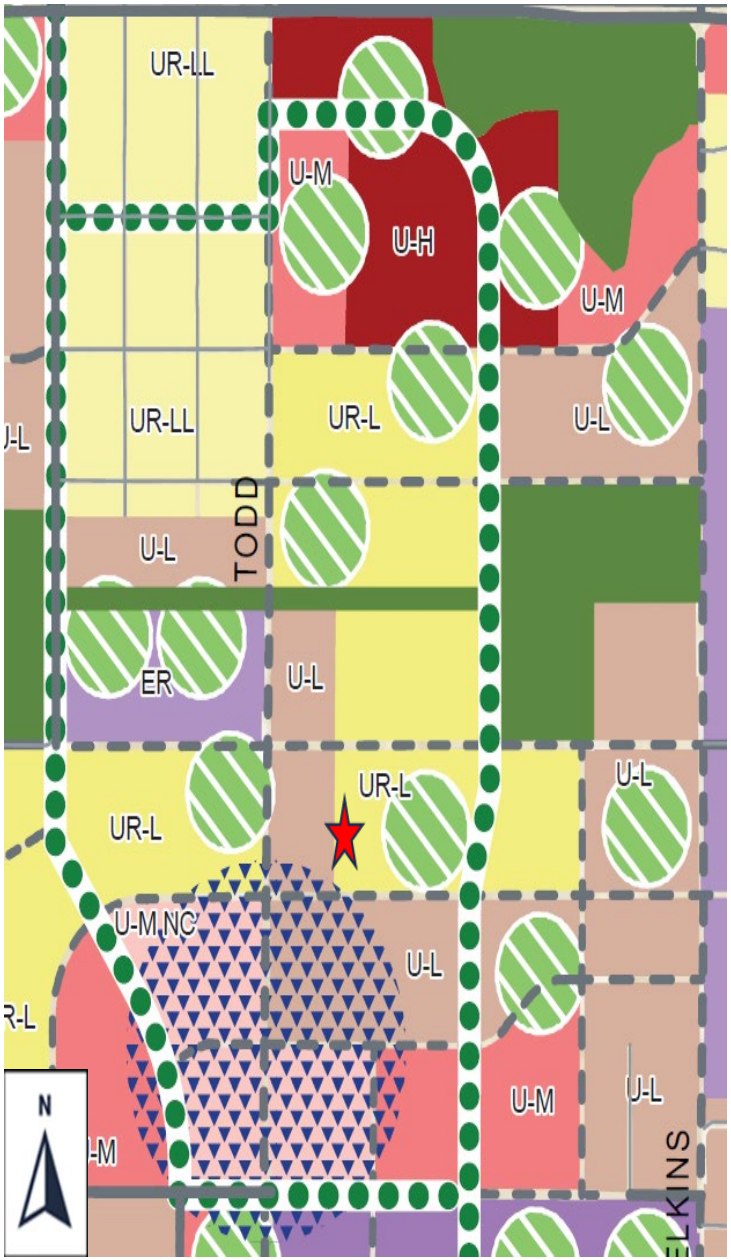


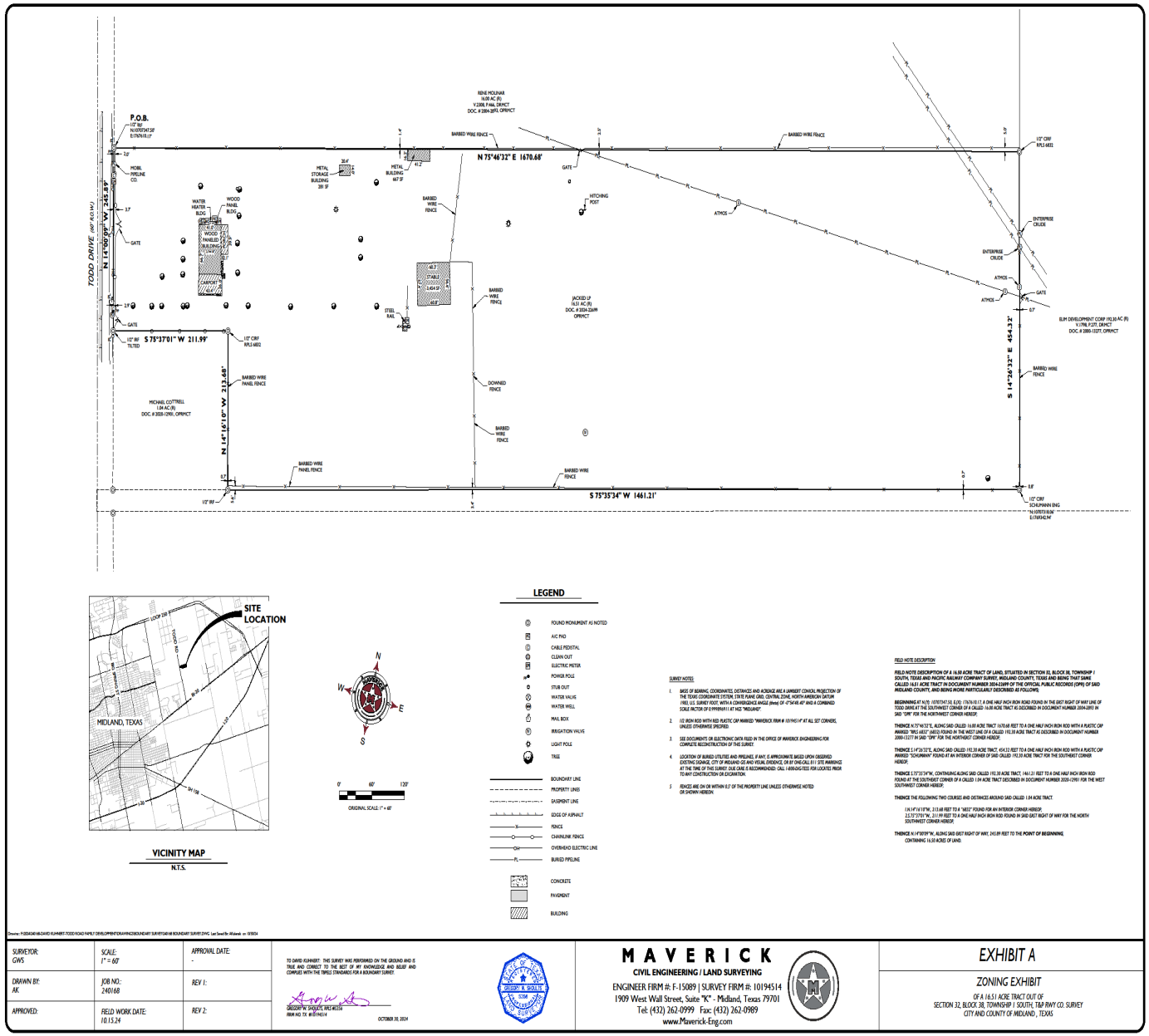


On Todd Drive, Looking North.

COMPREHENSIVE PLAN

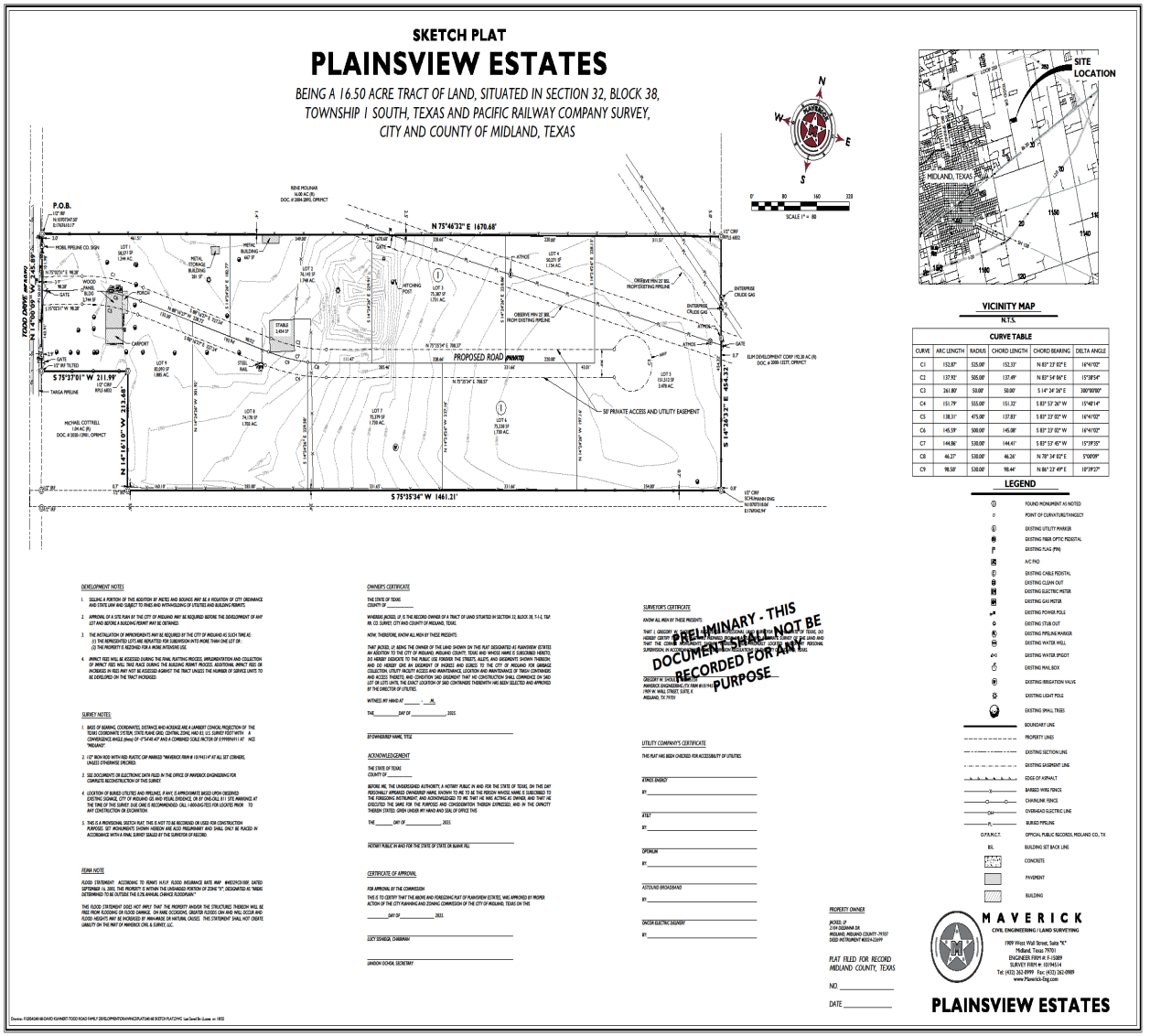
- **TCT Land Use Designation**: Urban Low, U-L
- **Supported Uses**:
  - Relatively low-density housing. A mix of complementary uses includes mostly single-family homes, with some attached, townhomes, and small multi-family projects.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.





Survey (Exhibit A)

PLAT DETAILS



SKETCH PLAT

PLAINSVIEW ESTATES

BEING A 16.50 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

SITE LOCATION

E MIDLAND, TEXAS

VICINITY MAP

N.T.S.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	152.87'	525.00'	152.33'	N 83° 33' 02" E	16°41'02"
C2	137.92'	505.00'	137.49'	N 83° 54' 00" E	15°38'54"
C3	261.80'	50.00'	50.00'	S 14° 34' 26" E	300°00'00"
C4	151.79'	555.00'	151.32'	S 83° 53' 26" W	15°40'14"
C5	138.31'	475.00'	137.83'	S 83° 33' 02" W	16°41'02"
C6	145.59'	500.00'	145.08'	S 83° 33' 02" W	16°41'02"
C7	144.86'	530.00'	144.41'	S 83° 53' 45" W	15°39'35"
C8	46.27'	530.00'	46.26'	N 78° 34' 02" E	5°00'09"
C9	98.58'	530.00'	98.44'	N 86° 23' 49" E	10°39'27"

LEGEND

- FOUND MONUMENT AS NOTED
- POINT OF CURVATURE/TANGENCY
- EXISTING UTILITY MARKER
- EXISTING FIBER OPTIC PEDESTAL
- EXISTING FLAG (FM)
- A/C PAD
- EXISTING CABLE PEDESTAL
- EXISTING CLEAN OUT
- EXISTING ELECTRIC METER
- EXISTING GAS METER
- EXISTING POWER POLE
- EXISTING STUB OUT
- EXISTING PIPELINE MARKER
- EXISTING WATER WELL
- EXISTING WATER SPIGOT
- EXISTING MAIL BOX
- EXISTING IRRIGATION VALVE
- EXISTING LIGHT POLE
- EXISTING SMALL TREES
- BOUNDARY LINE
- PROPERTY LINES
- EXISTING SECTION LINE
- EXISTING EASEMENT LINE
- EDGE OF ASPHALT
- BARBED WIRE FENCE
- CHAIN-LINK FENCE
- OVERHEAD ELECTRIC LINE
- BURIED PIPELINE
- O.P.R.M.C.T. OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- B.L. BUILDING SET BACK LINE
- CONCRETE
- PAVEMENT
- BUILDING

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 LOTS ARE RESPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR; (2) THE PROPERTY IS RECEIVED 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 ASSESSED ON THE TRACT INCREASED.

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A GRADIENT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, US SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°14'40.49" AND A COMBINED SCALE FACTOR OF 0.9999491149 AS "MIDLAND".
2. 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK RPLS # 5574" SET 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 ONE-CALL IS RECOMMENDED. CALL 1-800-669-7233 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 PLATED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.

FIRM NOTE

FLOOD STATEMENT ACCORDING TO RENNIS W.S.F. FLOOD INSURANCE RATE MAP #48329C0180F, DATED SEPTEMBER 26, 2008, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THE 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.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF _____

WHEREAS JACKED, LP, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 32, BLOCK 38, T-1-S, T&P RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT JACKED, LP, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS PLAINSVIEW ESTATES AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON; AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____, _____, TX.

THE _____ DAY OF _____, 2021.

_____
(OWNER/AGENT NAME, TITLE

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED OWNER/AGENT NAME, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF STATE OF BLANK FILL

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF PLAINSVIEW ESTATES, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____ DAY OF _____, 2021.

_____
JUDY ESPARZA, CHAIRMAN

_____
LANDON DOHLA, SECRETARY

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY [illegible], REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF MIDLAND, TEXAS.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

GREGORY M. [illegible], R.P.L.S.
MAVERICK ENGINEERING, LTD. FIRM #10194400
1909 W. WALL STREET, SUITE E
MIDLAND, TX 79701

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

XTREE ENERGY
BY: _____

AT&T
BY: _____

OPTIMUM
BY: _____

ASTOUND BROADBAND
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

PROPERTY OWNER

JACKED, LP
3104 DIDDANNA DR.
MIDLAND, MIDLAND COUNTY, 79707
DEED INSTRUMENT #20212699

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "E"
Midland, Texas 79701
ENGINEER FIRM # E-13389
SURVEY FIRM # 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

PLAINSVIEW ESTATES

MIDLAND Be the Energy!

STAFF'S RECOMMENDATION

- No objections received.
- Planning and Zoning Commission approved request on April 7, 2025.
- Staff recommends **APPROVAL** of this zone change from **AE, Agriculture Estate District** to **SF-1, Single-Family Dwelling District**.



MISSION

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



City Council Meeting

Item Number: 16

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST MONTGOMERY AVENUE AND SOUTH FORT WORTH 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)**

Purpose:

Magrym Consulting, on behalf of Benjamin Luna, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District, to 2F, Two-Family Dwelling District for the development of a duplex on a property located at the northeast corner of the intersection of East Montgomery and South Fort Worth Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, west, and south are all zoned MF-22, Multiple-Family Dwelling District. The property to the east is zoned 2F, Two-Family Dwelling District. The current use of the property to the west is the football field for Midland Freshman High School. The property to the east is currently vacant. The adjacent properties to the north and south are currently being utilized as residential dwellings.

Analysis:

The applicant is requesting to rezone a 0.43 acres portion of land out of Lot 3, Block 1, South Park Addition, Section 6. The property is currently zoned MF-22, Multiple-Family Dwelling District which limits the property only to multi-family housing. The applicant is making this request for the construction of a duplex for this property. The property is located in a residential neighborhood. Changing this zone would help the future residential development of this area. The property is in compliance with all the requirements set forth for the 2F, Two-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Residential-Medium (UR-M). This designation calls for a mix of housing styles.

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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

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-22, Multiple-Family Dwelling District, to 2F, Two-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of May 2, 2025.

Attachments:

Application
Location Map
Zoning Map
Aerial
Survey
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.43-ACRE TRACT OF LAND OUT OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST MONTGOMERY AVENUE AND SOUTH FORT WORTH 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 a 0.43-acre tract of land out of Lot 3, Block 1, South Park Addition, Section 6, 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 2F, Two-Family Dwelling (Duplex) 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-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling (Duplex) 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

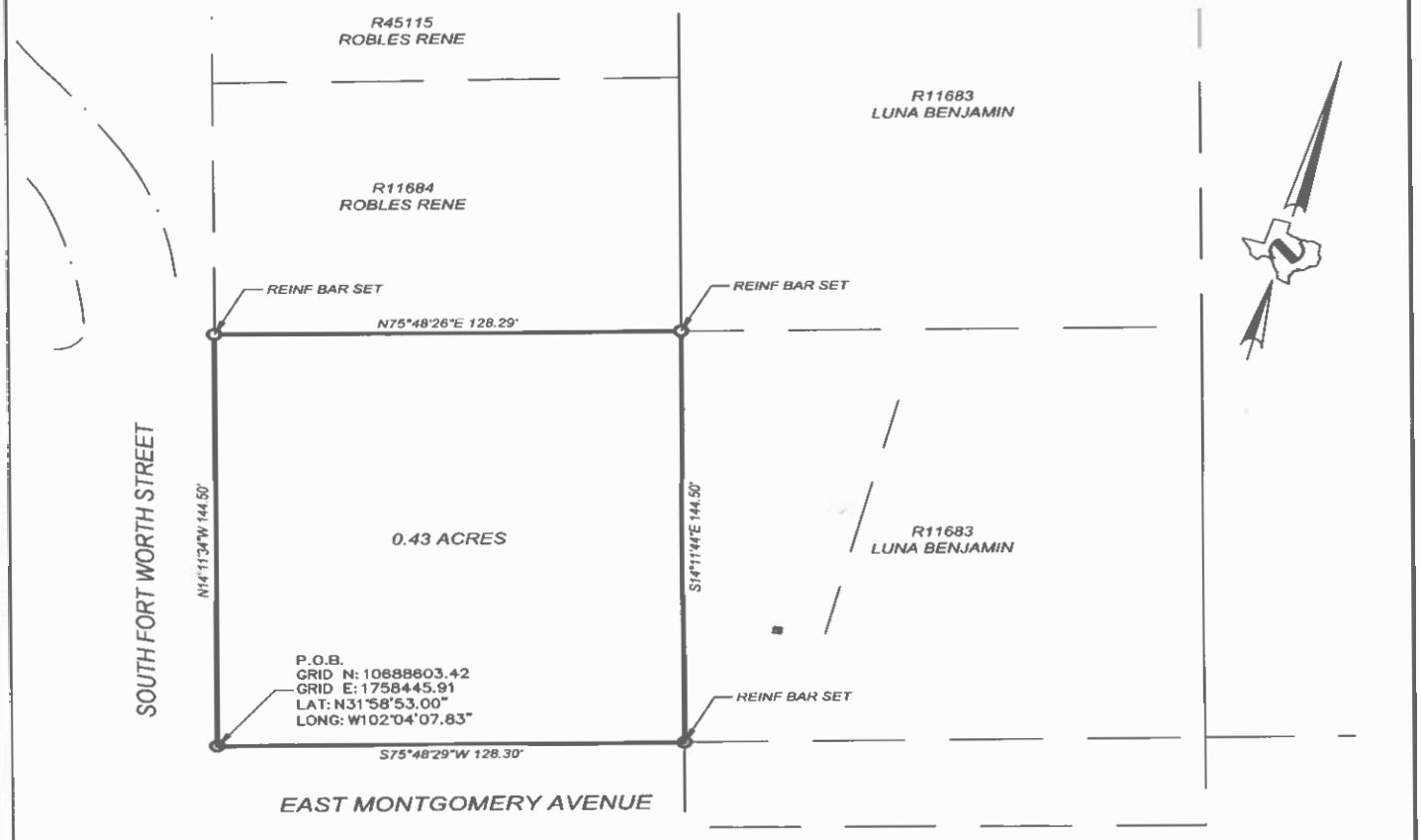
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A



NOTES:

THIS PROPERTY IS SUBJECT TO THE FINDINGS OF THE MIDLAND COUNTY COMMISSIONERS COURT ON AUGUST 24, 2020. IN WHICH MIDLAND COUNTY ADOPTED SUBDIVISION REGULATIONS ARTICLES I-XI AND CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE.

BEARINGS AND DISTANCES SHOWN ARE 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.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

Surveyor Certification

TO THE LIENHOLDERS, BENJAMIN LUNA (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 30TH DAY OF SEPTEMBER, 2024

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

FIELD NOTE DESCRIPTION OF THE SOUTH 0.43 ACRES OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6 AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN CABINET H, PAGE 388, PLAT RECORDS, MIDLAND COUNTY, TEXAS, SAID 0.43 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N: 10688603.42, E: 1758445.91) FOR THE SOUTHWEST CORNER OF THIS TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 1 SOUTHPARK ADDITION, SECTION 6;

THENCE NORTH 14°11'34" WEST 144.50 FEET TO A REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 75°48'26" EAST 128.29 FEET TO A REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°11'44" EAST 144.50 FEET TO A REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°48'29" WEST 128.30 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

MAGRYM

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM
No. 10149500
Office (903) 417-2914

SURVEY

THE SOUTH 0.43 ACRES OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6
AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN CABINET H, PAGE 388, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 50'

PROJECT: 79992
JOB NO.: 79992

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0423

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Benjamin Luna		Phone (432) 238-1299 Email Lunasignaturehomes79705@gmail.com	
Address 1209 Hickory Ave.	City Midland	State Tx	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Magrym Consulting Printed Name: Ed Aleman		Phone (432) 254 0327 Email ed.aleman@magrym.com	
Address 800 N. Marienfeld, S. 100	City Midland	State Tx	Zip 7970

Street Address: E. Montgomery & S. Ft. Worth st.

Legal Description
Lot: 0.43 of 3 Block: 1 Subdivision: South Park Addn.

Current Zoning: MF 22

Proposed Zone: 2F
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build Duplexes.

Present Use of Property: Vacant.

Proposed Use of Property: Duplexes

How would this zone change affect the public health, safety and welfare? NA

Describe how conditions affecting the property have changed since present zoning designation: NA

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:
Applicant (printed):	
Property Owner (signature):	Date: 4-7-25
Property Owner (printed) : Benjamin Luna	

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 Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of / or authorized by Ben Luna, 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.

Eduardo L. Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 7th day of April, 2025, to certify which witness my hand and seal of office.

HUNTER HALL
Notary Public, State of Texas
Comm. Expires 06-05-2028
Notary ID 132509132

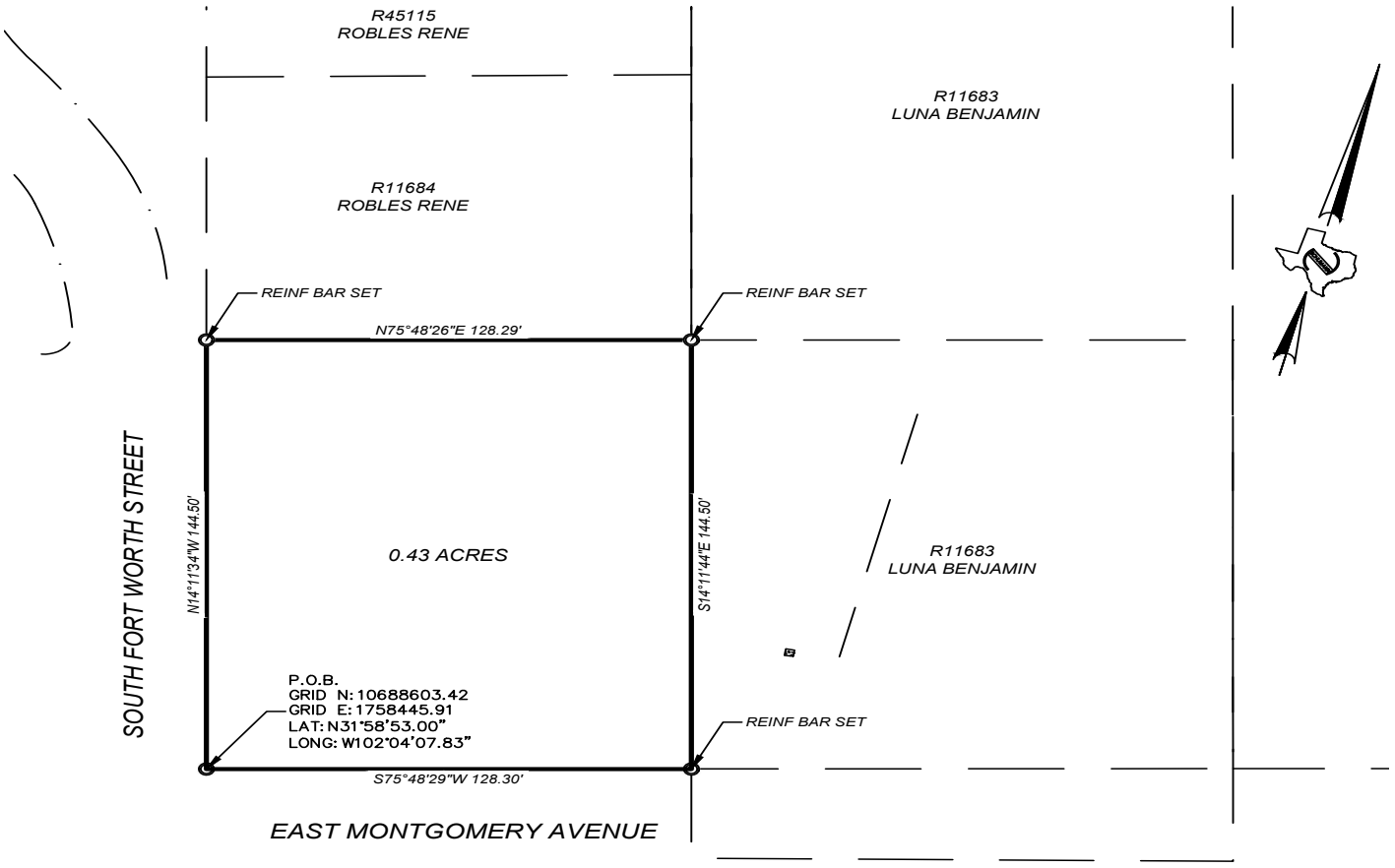
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Invoice	
Received By:	Date:

RECEIVED
APR 07 2025
Initial:

****Application will not be considered for scheduling until reviewed by a planner.**



NOTES:

THIS PROPERTY IS SUBJECT TO THE FINDINGS OF THE MIDLAND COUNTY COMMISSIONERS COURT ON AUGUST 24, 2020. IN WHICH MIDLAND COUNTY ADOPTED SUBDIVISION REGULATIONS ARTICLES I-XI AND CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE.

BEARINGS AND DISTANCES SHOWN ARE 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.

MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

Surveyor Certification

TO THE LIENHOLDERS, BENJAMIN LUNA
(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 30TH DAY OF SEPTEMBER, 2024

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

FIELD NOTE DESCRIPTION OF THE SOUTH 0.43 ACRES OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6 AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN CABINET H, PAGE 388, PLAT RECORDS, MIDLAND COUNTY, TEXAS, SAID 0.43 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N: 10688603.42, E: 1758445.91) FOR THE SOUTHWEST CORNER OF THIS TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 1 SOUTHPARK ADDITION, SECTION 6;

THENCE NORTH 14°11'34" WEST 144.50 FEET TO A REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE NORTH 75°48'26" EAST 128.29 FEET TO A REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°11'44" EAST 144.50 FEET TO A REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°48'29" WEST 128.30 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

MAGRYM
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM
No. 10149500
Office (903) 417-2914

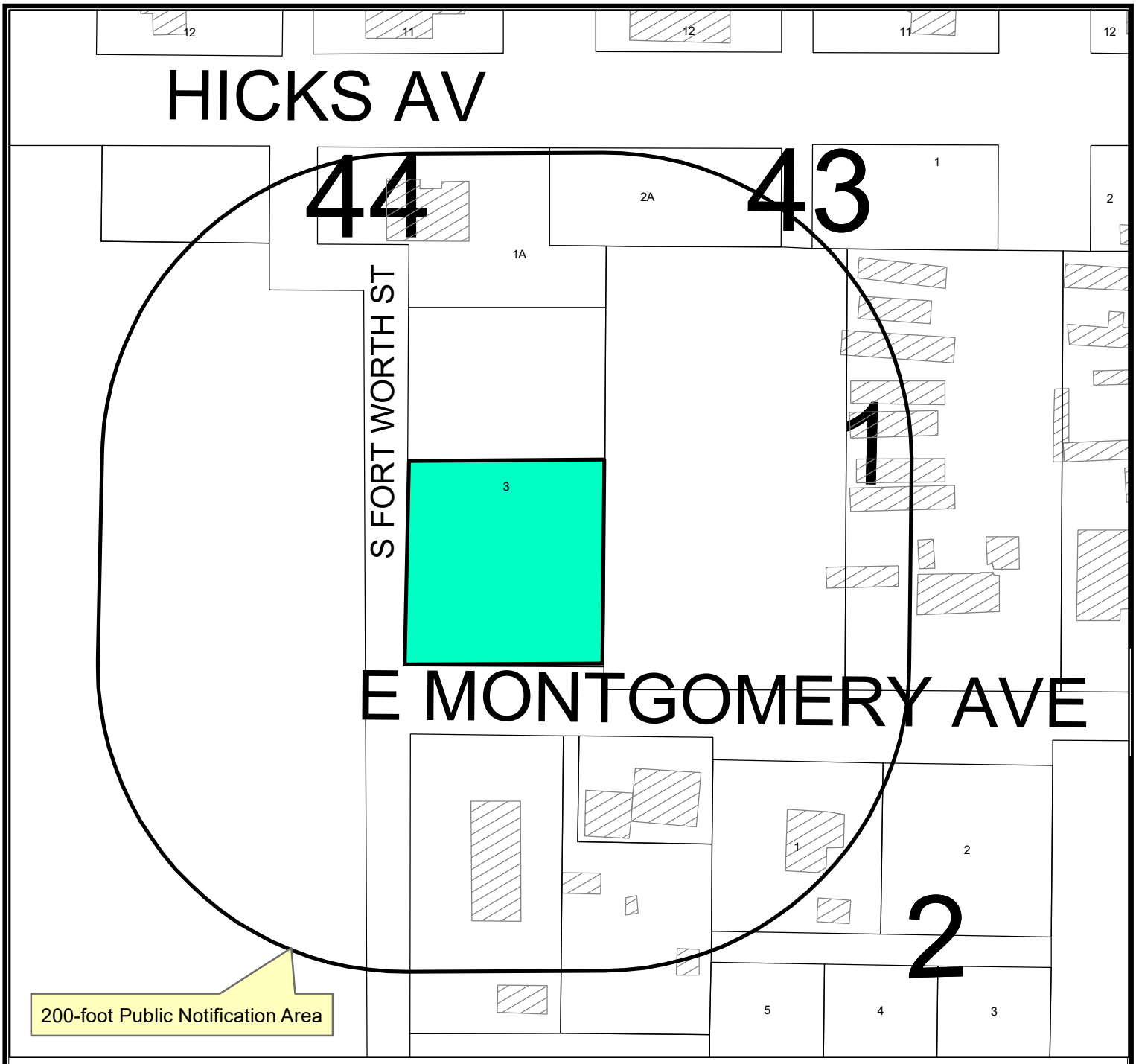
PACKET 16.10 May 27, 2025

SURVEY

THE SOUTH 0.43 ACRES OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6
AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN CABINET H, PAGE 388, PLAT RECORDS, MIDLAND COUNTY, TEXAS.

SCALE: 1" = 50'

PROJECT: 79992
JOB NO.: 79992



Location Map

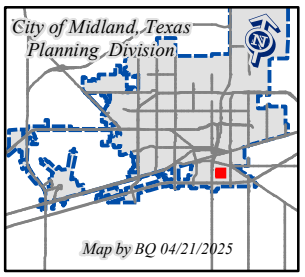
Z-25-0423 **Scale: 1" = 600'**

Consider a request by Magrym Consulting, on behalf of Benjamin Luna, for a Zone Change from MF-22, Multiple-Family Dwelling District, to 2F, Two-Family Dwelling (Duplex) District, on a 0.43-acre portion of Lot 3, Block 1, South Park Addition, Section 6, City and County of Midland, Texas.

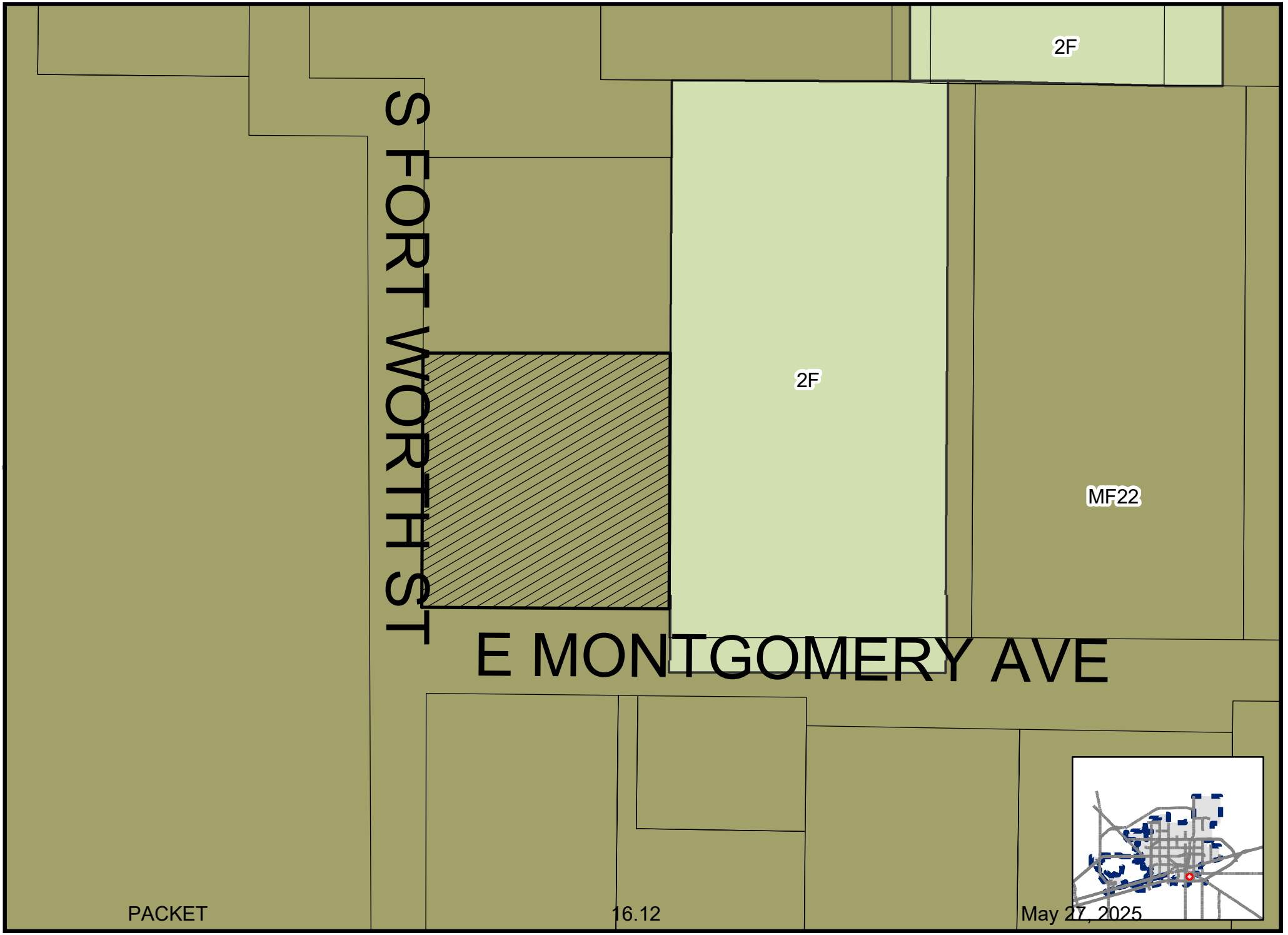
Generally located at the northeast corner of the intersection of East Montgomery Avenue and South Fort Worth Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

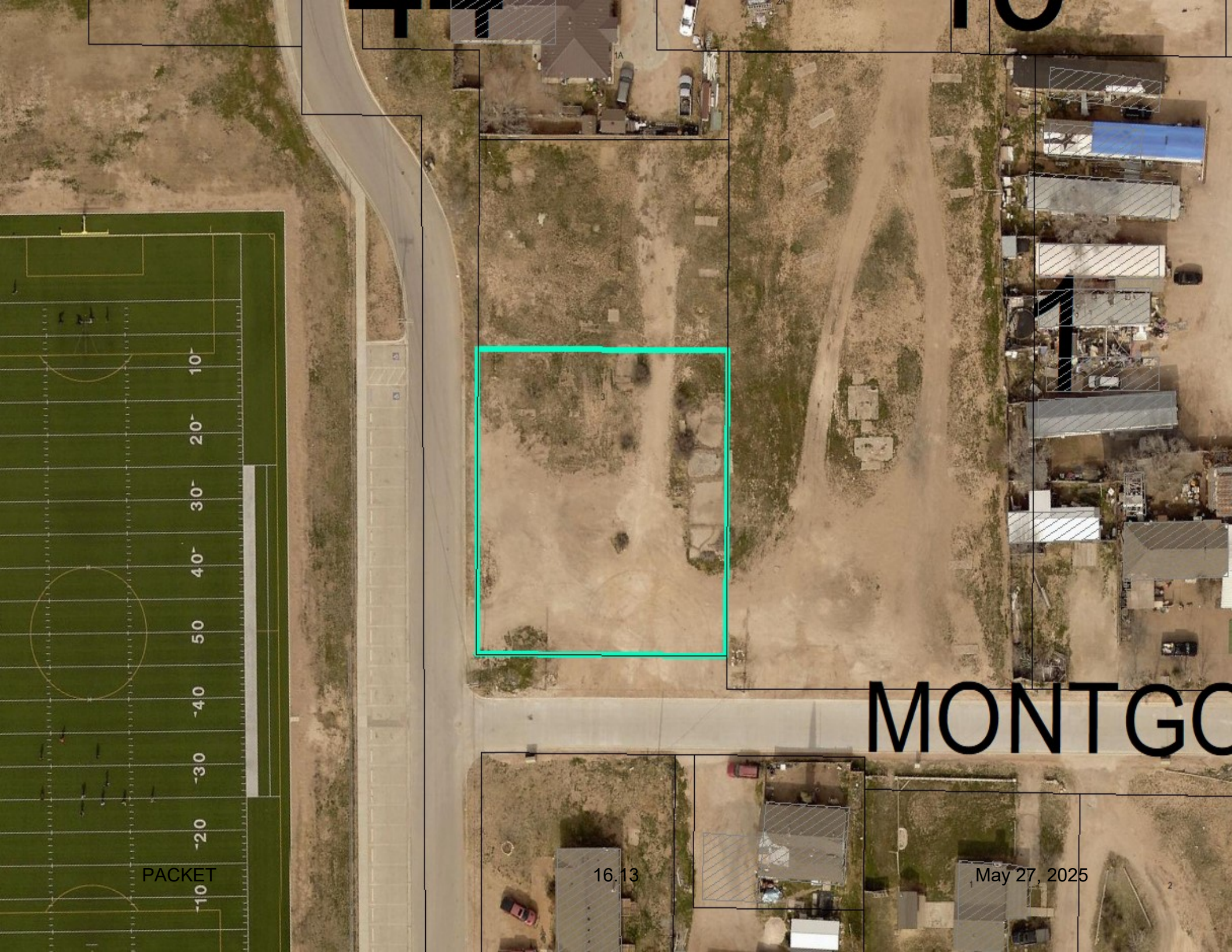


©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ, 4/11/25 **Z-25-0423** **Scale: 1" = 600'** **ZONING MAP**

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

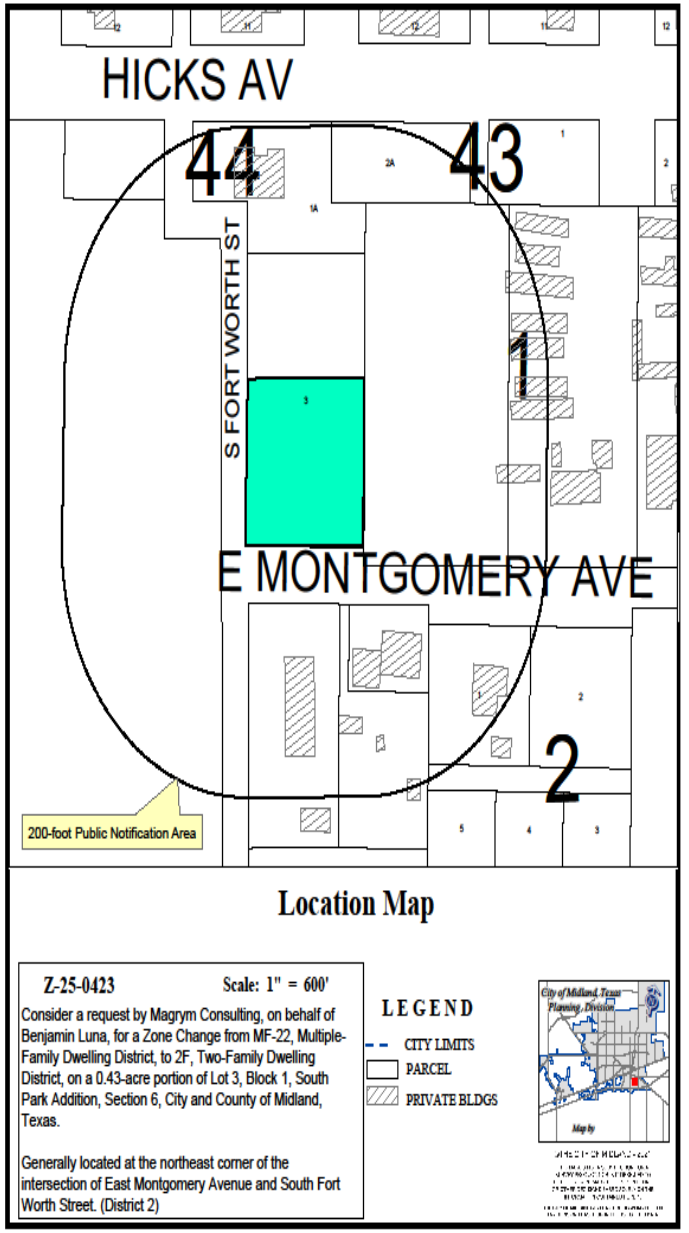

MONTGO




MIDLAND
Be the Energy!
ZONE CHANGE REQUEST
E MONTGOMERY AVE & S FORT WORTH ST
Visit Our Website
MIDLANDTEXAS.GOV

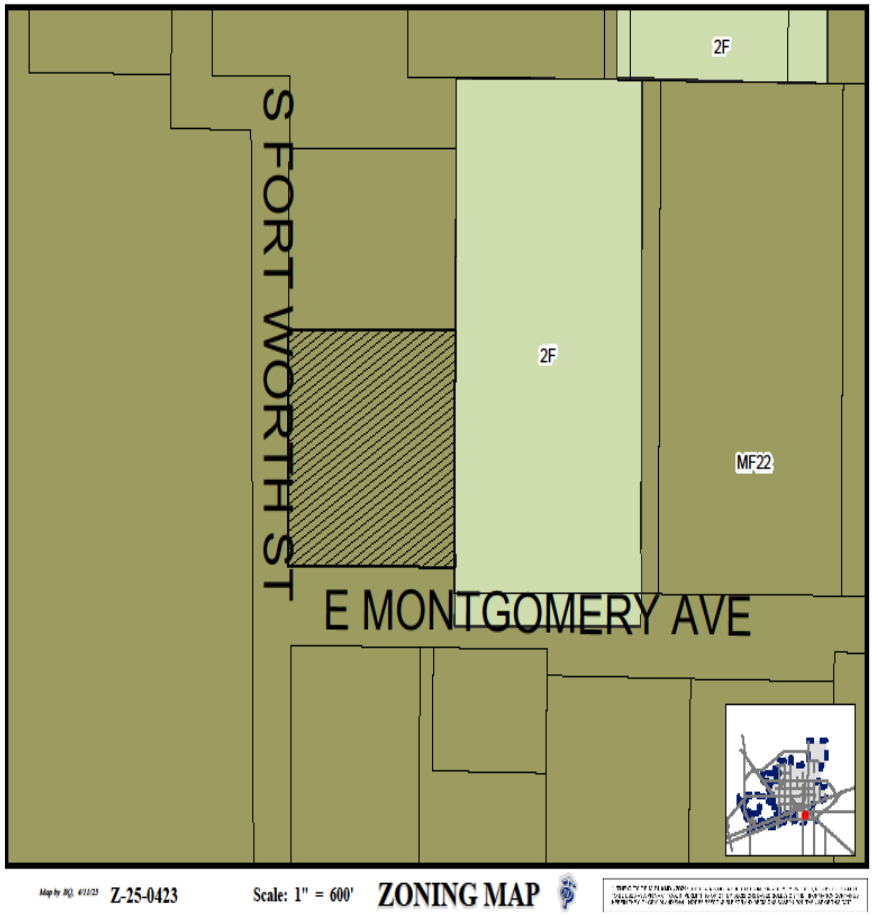
APPLICATION SUMMARY

- **Property Owner:** Benjamin Luna
- **Representative:** Ed Aleman with Magrym Consulting
- **Type of Application:** Zone Change
- **Location:** Generally located at the northeast corner of the intersection of East Montgomery Avenue and South Fort Worth Street. (District 2)
- **Reason for Request:** To be able to build a duplex.



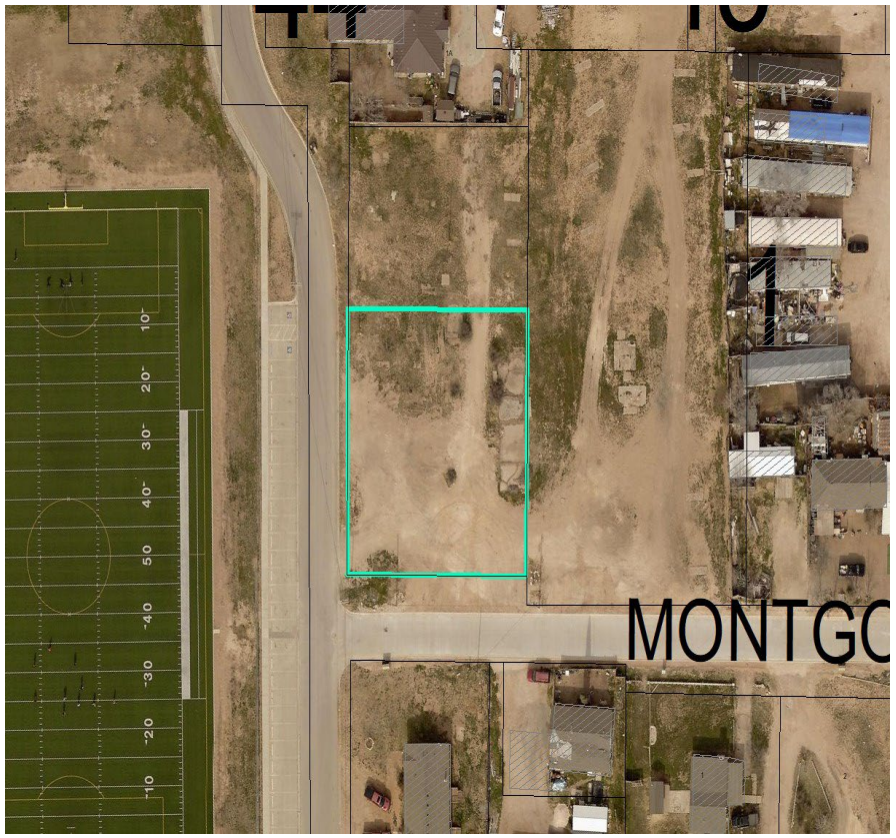
ZONING

- **Current Zoning:** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/West/South:** Multiple-Family Dwelling District
  - **East:** 2F, Two-Family Dwelling District



LAND USE

- **Current Use of the Property:** Vacant
- **Proposed Use of the Property:** Duplex (Residential)
- **Surrounding Uses:**
  - **North/South/East:** Residential
  - **West:** Midland Freshman High School

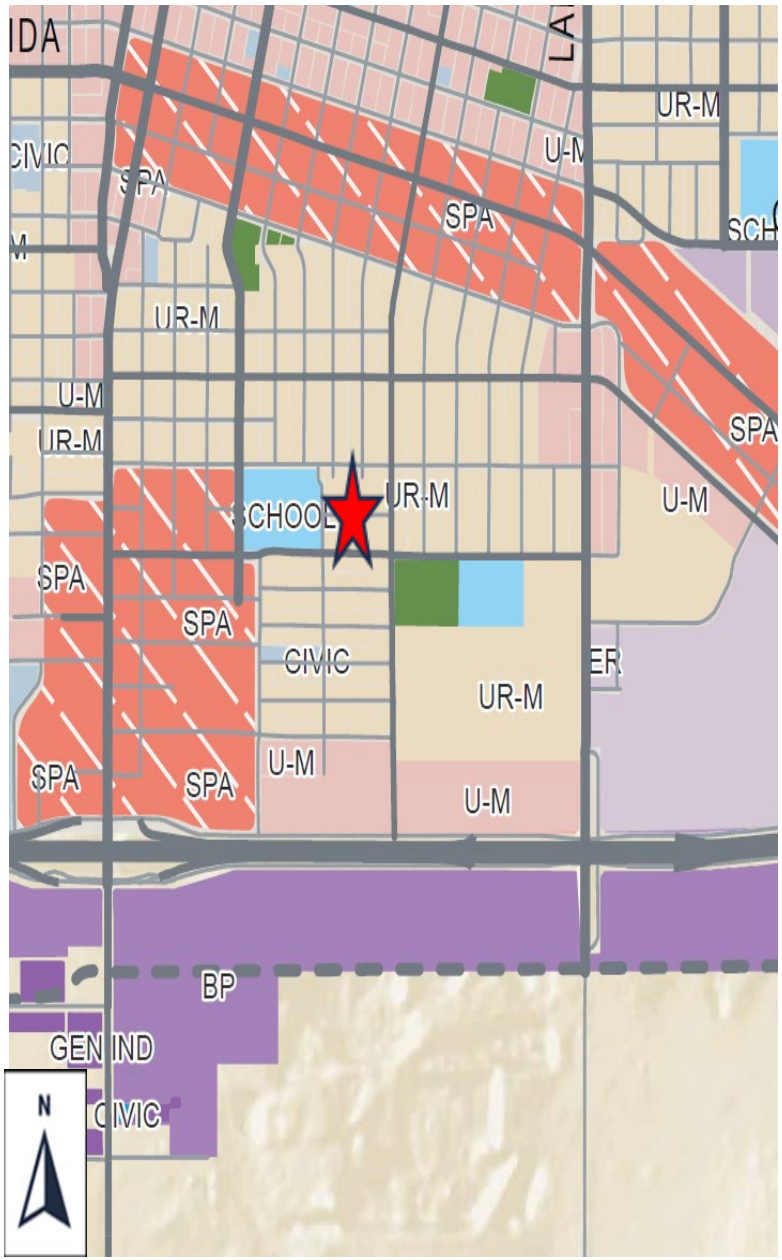


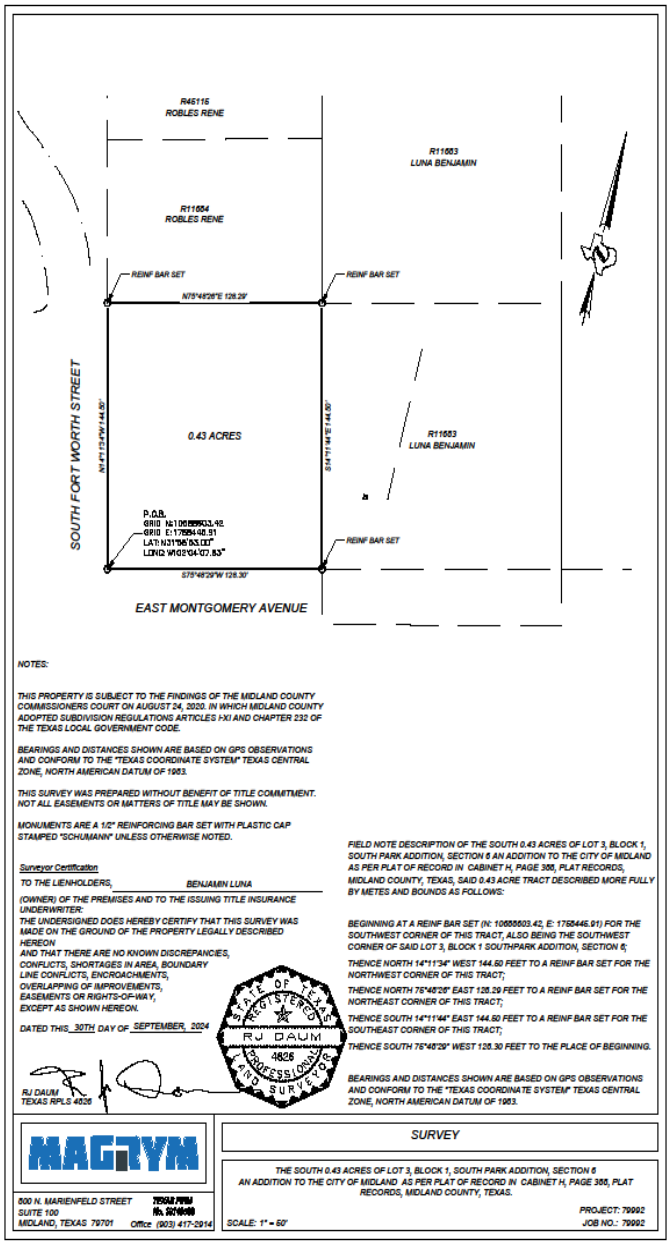


On South Fort Worth, Looking East.

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Residential-Medium (UR-M)
- **Supported Uses:**
  - Mix of housing types, including single-family detached, single-family attached and townhouse uses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.




R45115
ROBLES RENE
R11683
LUNA BENJAMIN
R11684
ROBLES RENE
REINF BAR SET
N75°48'26"E 126.29'
REINF BAR SET
SOUTH FORT WORTH STREET
N14°11'34"W 144.50'
0.43 ACRES
S14°11'44"E 144.60'
R11683
LUNA BENJAMIN
P.O.B.
REINF BAR SET
S75°48'29"W 126.30'
EAST MONTGOMERY AVENUE
NOTES:
THIS PROPERTY IS SUBJECT TO THE FINDINGS OF THE MIDLAND COUNTY COMMISSIONERS COURT ON AUGUST 24, 2020. IN WHICH MIDLAND COUNTY ADOPTED SUBDIVISION REGULATIONS ARTICLES I-XI AND CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE.
BEARINGS AND DISTANCES SHOWN ARE 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.
MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.
Surveyor Certification
TO THE LIENHOLDERS, BENJAMIN LUNA
(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 30TH DAY OF SEPTEMBER, 2024
STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR
RJ DAUM
TEXAS RPLS 4826
FIELD NOTE DESCRIPTION OF THE SOUTH 0.43 ACRES OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6 AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN CABINET H, PAGE 366, PLAT RECORDS, MIDLAND COUNTY, TEXAS, SAID 0.43 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A REINF BAR SET (N: 10685603.42, E: 1758446.91) FOR THE SOUTHWEST CORNER OF THIS TRACT, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 1 SOUTHPARK ADDITION, SECTION 6;
THENCE NORTH 14°11'34" WEST 144.50 FEET TO A REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
THENCE NORTH 75°48'26" EAST 126.29 FEET TO A REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 14°11'44" EAST 144.60 FEET TO A REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 75°48'29" WEST 126.30 FEET TO THE PLACE OF BEGINNING.
BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
MAGTYM
600 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
Office (903) 417-2914
SURVEY
THE SOUTH 0.43 ACRES OF LOT 3, BLOCK 1, SOUTH PARK ADDITION, SECTION 6
AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT OF RECORD IN CABINET H, PAGE 366, PLAT RECORDS, MIDLAND COUNTY, TEXAS.
SCALE: 1" = 50'
PROJECT: 79992
JOB NO.: 79992

Survey

STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this zone change from **MF-22, Multiple-Family Dwelling District** to **2F, Two-Family Dwelling District**



MISSION

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



City Council Meeting

Item Number: 17

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 28, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 80 FEET NORTH OF EAST WALL 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)

Purpose:

Louis Clay is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District for the construction of a single-family residence on a property located at 102 North Madison Street.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact tot the City.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

MF-22. Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, and is a vacant lot. The properties to the south and west are zoned MF-22, Multiple-Family Dwelling District, and are used for single-family housing. The property to the east is zoned MF-22, Multiple-Family Dwelling District, and is a vacant lot.

Analysis:

The applicant is seeking this zone change in in order to construct a single-family residence, which is not allowed in the MF-22, Multiple-Family Dwelling District. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

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 entirely within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. 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:

Therefore, staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 2, staff has received no letters of objection for this request.

Attachments:

Application
Site Plan
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 28, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH MADISON STREET, APPROXIMATELY 80 FEET NORTH OF EAST WALL 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 Lot 8, Block 28, Moody 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 MF-22, Multiple-Family Dwelling 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, Interim City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0415

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Louis Clay		Phone (432) 631-2909 Email fallcityboss@yahoo.com	
Address 1215 Lynn	City Midland	State TX	Zip 79705

Property Owner Printed Name: Louis Clay (Clay Homes LLC)		Phone ( ) Email	
Address 1215 Lynn	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: 102 N. Madison

Legal Description
Lot: 009 Block: 028 Subdivision: Moody

Current Zoning: MF22	**Proposed Zone:** SF-3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To Build a Single family Home

Present Use of Property: Vacant

Proposed Use of Property: Single family Home

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: _____

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): Louis Clay	Date: 2-28-2025
Applicant (printed): Louis Clay	
Property Owner (signature): Louis Clay	Date: 2-28-2025
Property Owner (printed) : Louis Clay	

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*)

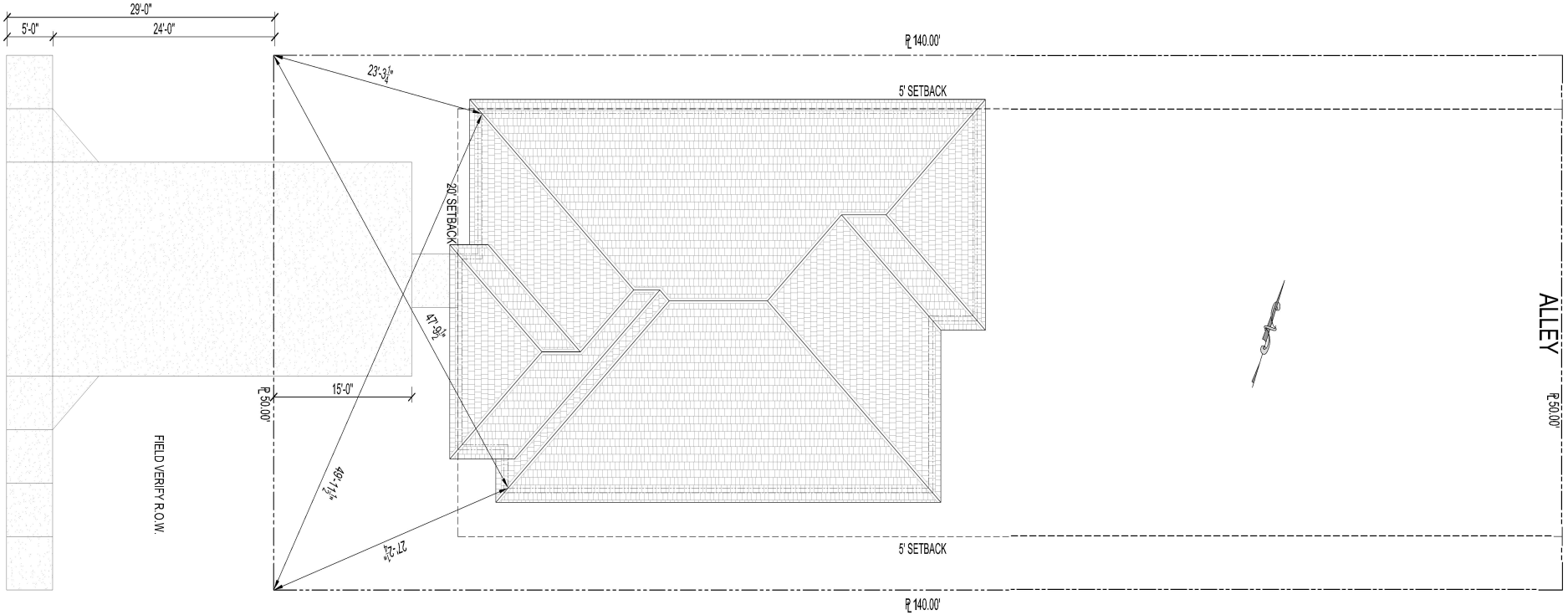
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Invoiced	
Received By: Beatriz Deyo	Date: RECEIVED FEB 28 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****



A C-1.0 SITE PLAN
SCALE: N.T.S.

1. DRIVEWAY DETAILS ON SHEET D-1.0

PRELIMINARY - NOT FOR CONSTRUCTION

THESE DOCUMENTS ARE INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION AND/OR PERMIT PURPOSES.

LOUIS CLAY
102 N MADISON ST
MIDLAND, TX
LOT 009; BLOCK 028
MOODY

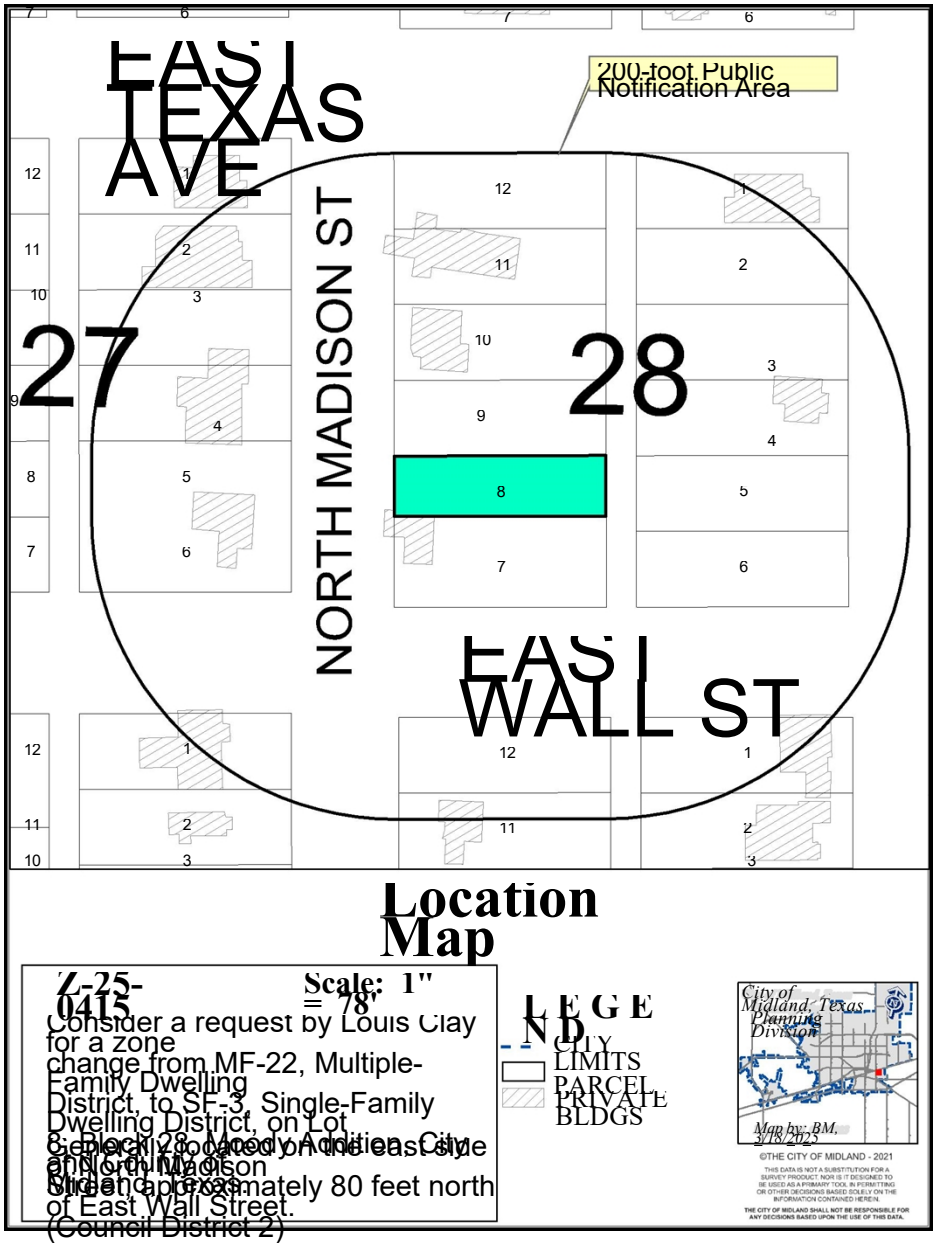
No.	Revision/Issue	Date
1	PRELIMINARY PLANS	02/27/25

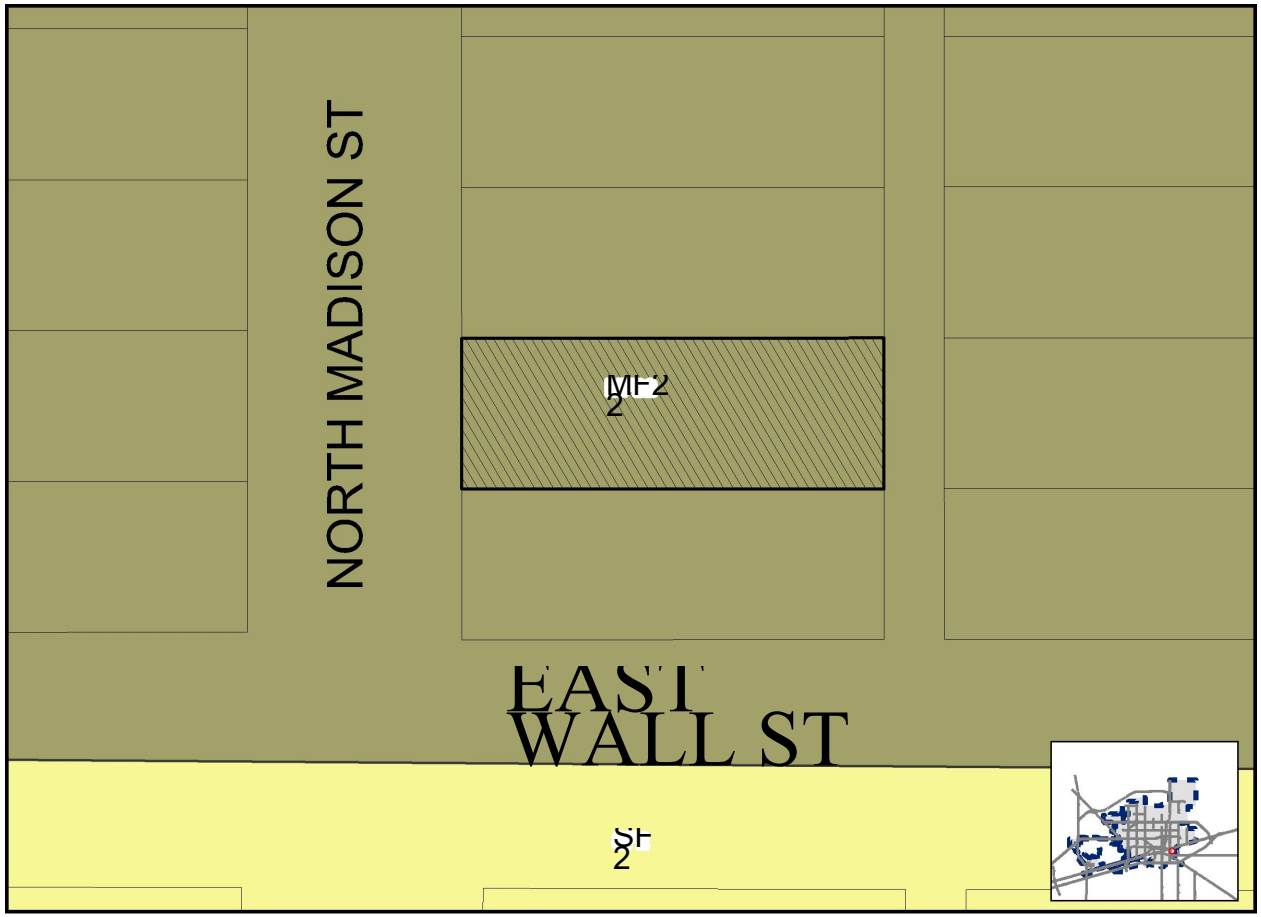
WEST TEXAS DESIGN GROUP
WTDG
CHANCE JONES
432-559-1830
CHANCE@WEST-TEXDG.COM

PROJECT NUMBER: 2024091	
DRAWN BY	ECJ
CHECKED BY	ECJ

Sheet 5 of 8
C-1.0

© 2025 WEST TEXAS DESIGN GROUP
The designs represented by these plans are copyrighted and are subject to copyright protection as an "Original Work". Unauthorized use of these plans (including form and arrangement of spaces), data and other aspects of the design will subject the infringer to damages and/or judicial action as provided by Federal Law. Any omissions, objections, errors, or changes to the plans after the final drawing are completed are not the responsibility of the designer.


EAST TEXAS AVE
200-foot Public Notification Area
NORTH MADISON ST
27
28
EAST WALL ST
Location Map
Z-25-0415
Scale: 1" = 78'
Consider a request by Louis Clay for a zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District, on Lot 8, Block 28, Moody Addition, City of Midland, Midland County, Texas, generally located on the east side of North Madison Street, approximately 80 feet north of East Wall Street. (Council District 2)
LEGEND
CITY LIMITS
PARCEL
PRIVATE BLDGS
City of Midland, Texas Planning Division
Map by: BM, 3/18/2025
©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



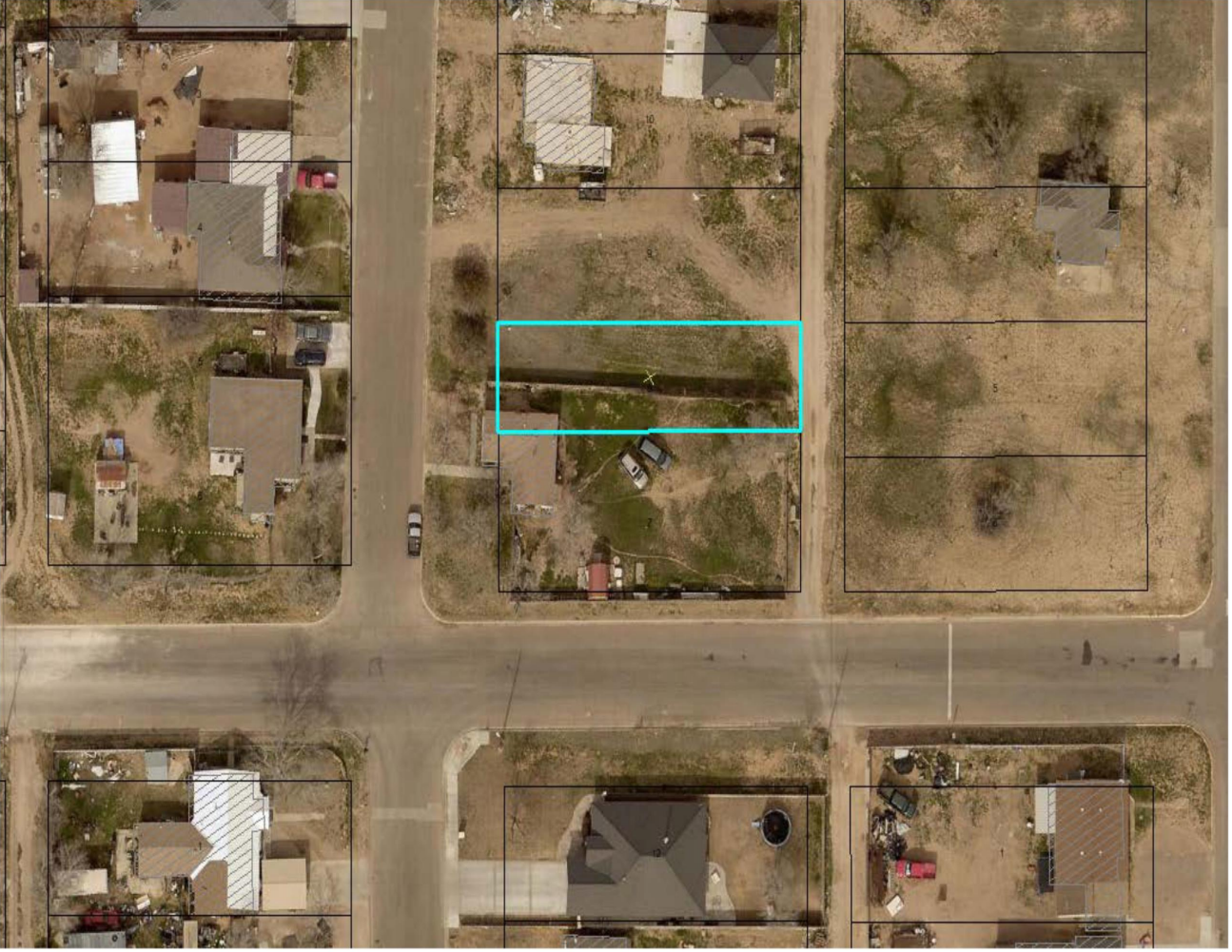
Map by: BM, 3/17/2025

Z-25-0415

Scale: 1" = 39'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

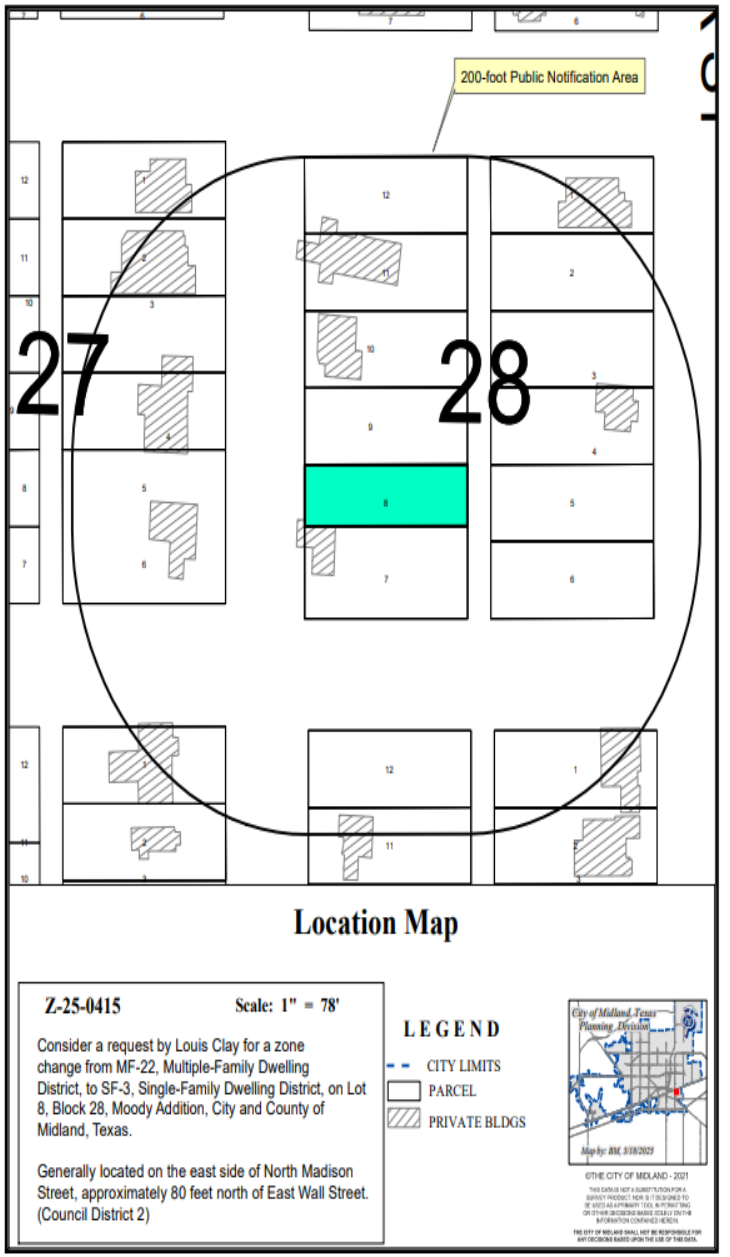





MIDLAND
Be the Energy!
102 NORTH MADISON STREET
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

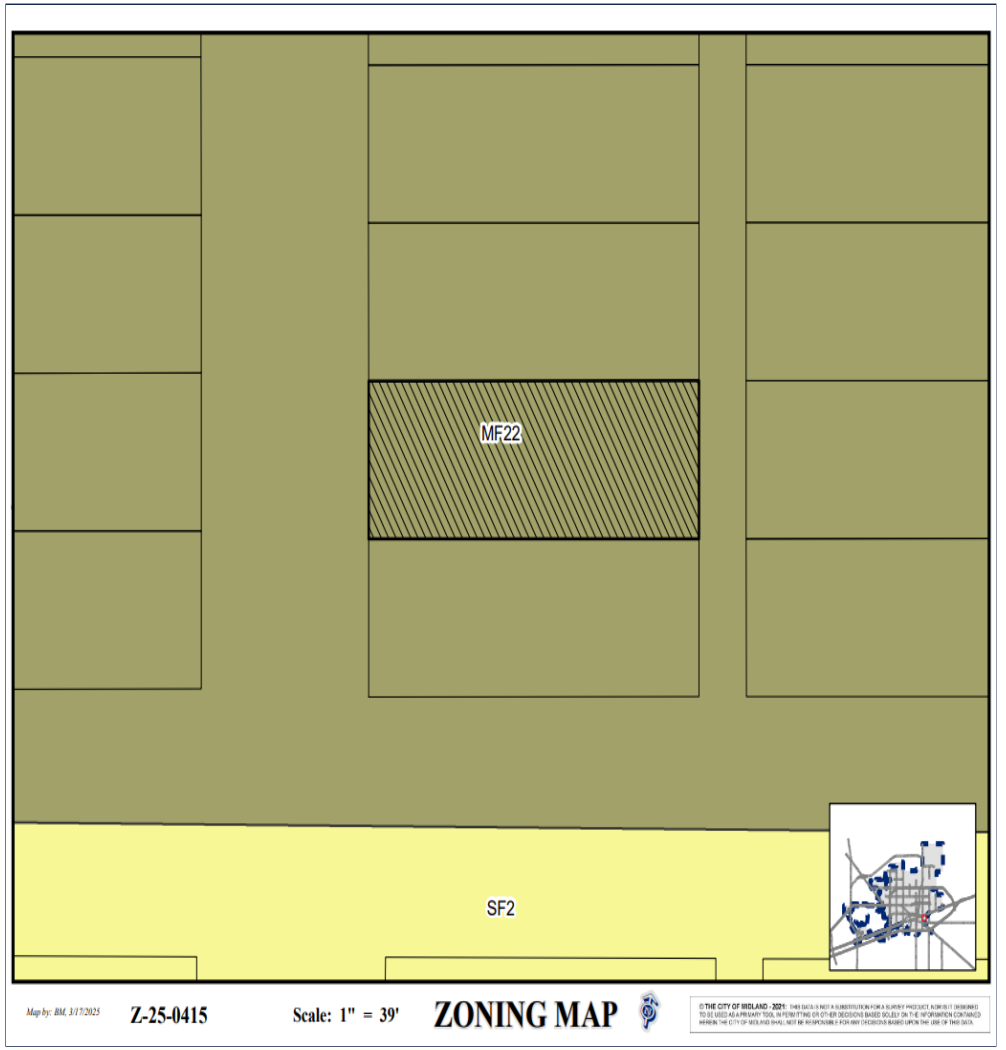
APPLICATION SUMMARY

- **Property Owner & Developer:** Louis Clay
- **Application Type:** Zone Change
- **Address:** 102 North Madison Street (Council District 2)



ZONING

- **Current Zoning:** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East/West:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use:** Vacant
- **Proposed Use:** Single-Family Dwelling
- **Surrounding Uses:**
  - **North/East:** Vacant
  - **South/West:** Single-Family Dwellings



MIDLAND
Be the Energy!

SITE PHOTO

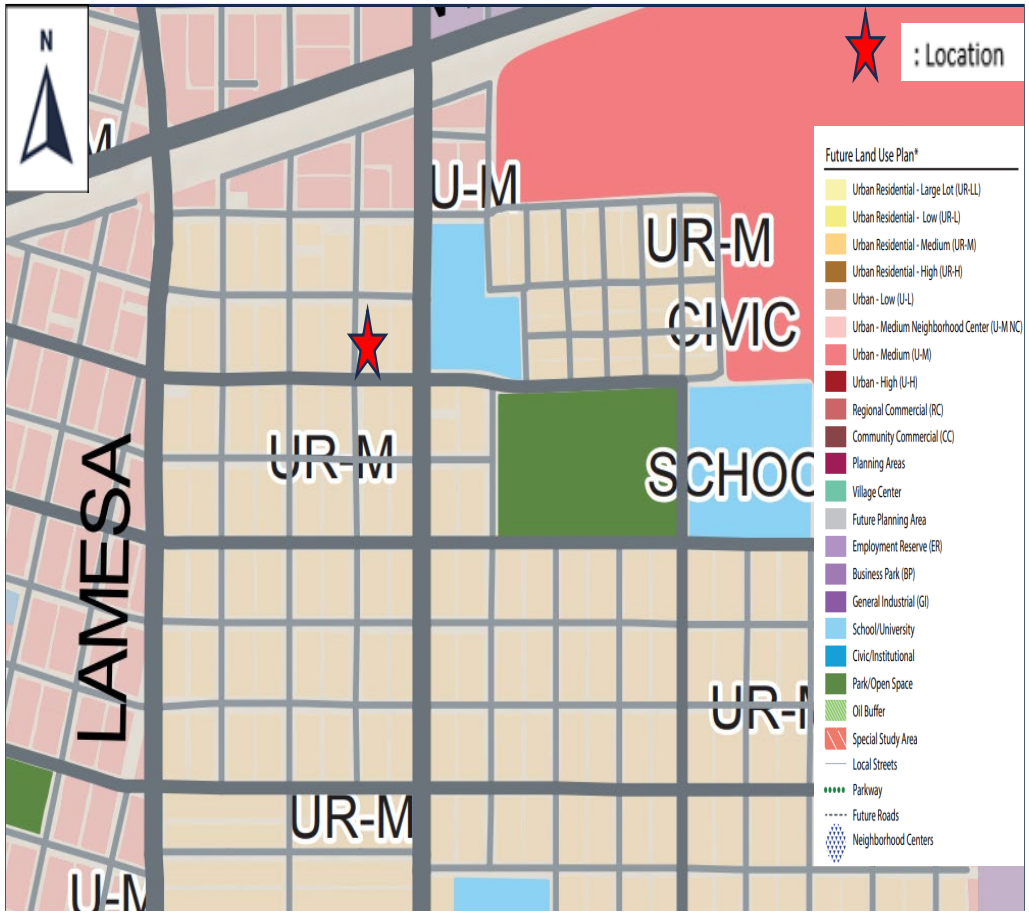


On North Madison Street, Looking East

MIDLAND
Be the Energy!

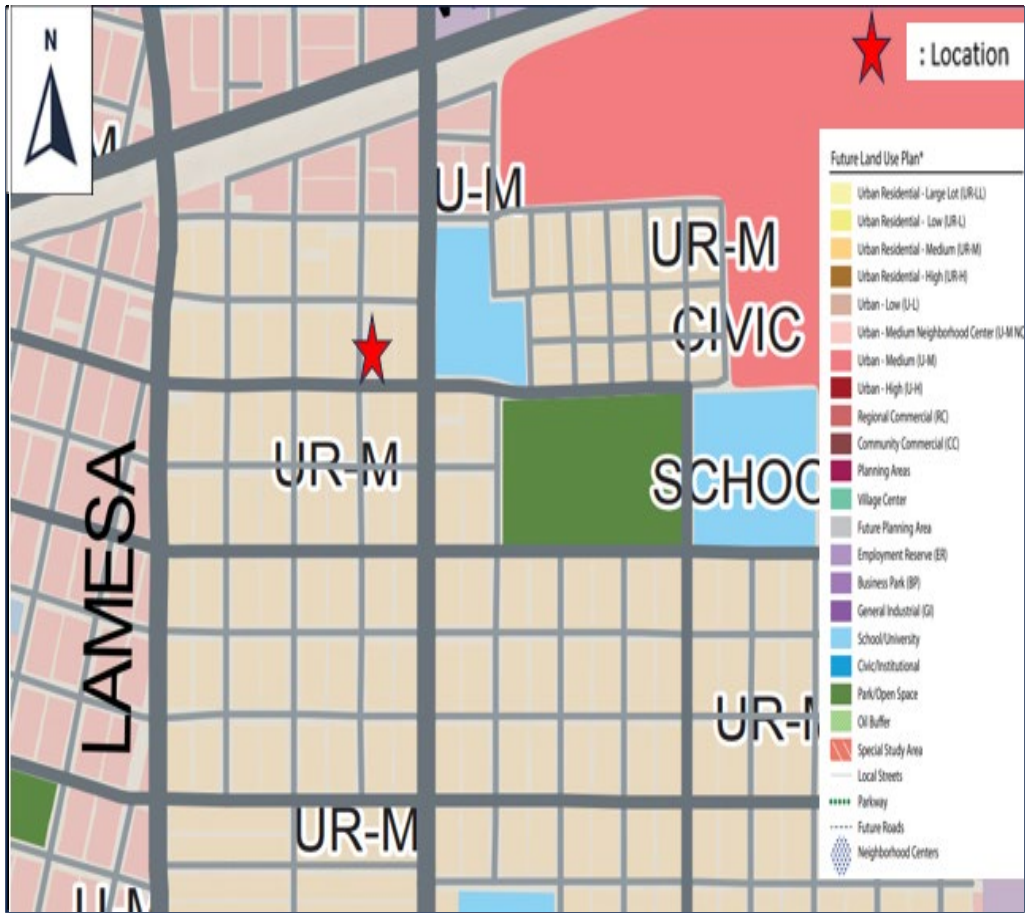
COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Urban Residential-Medium (UR-M)
- **Supported Uses:**
  - Restrictive land use, emphasizing a mix of housing styles including single-family detached, single-family attached, and townhouses.

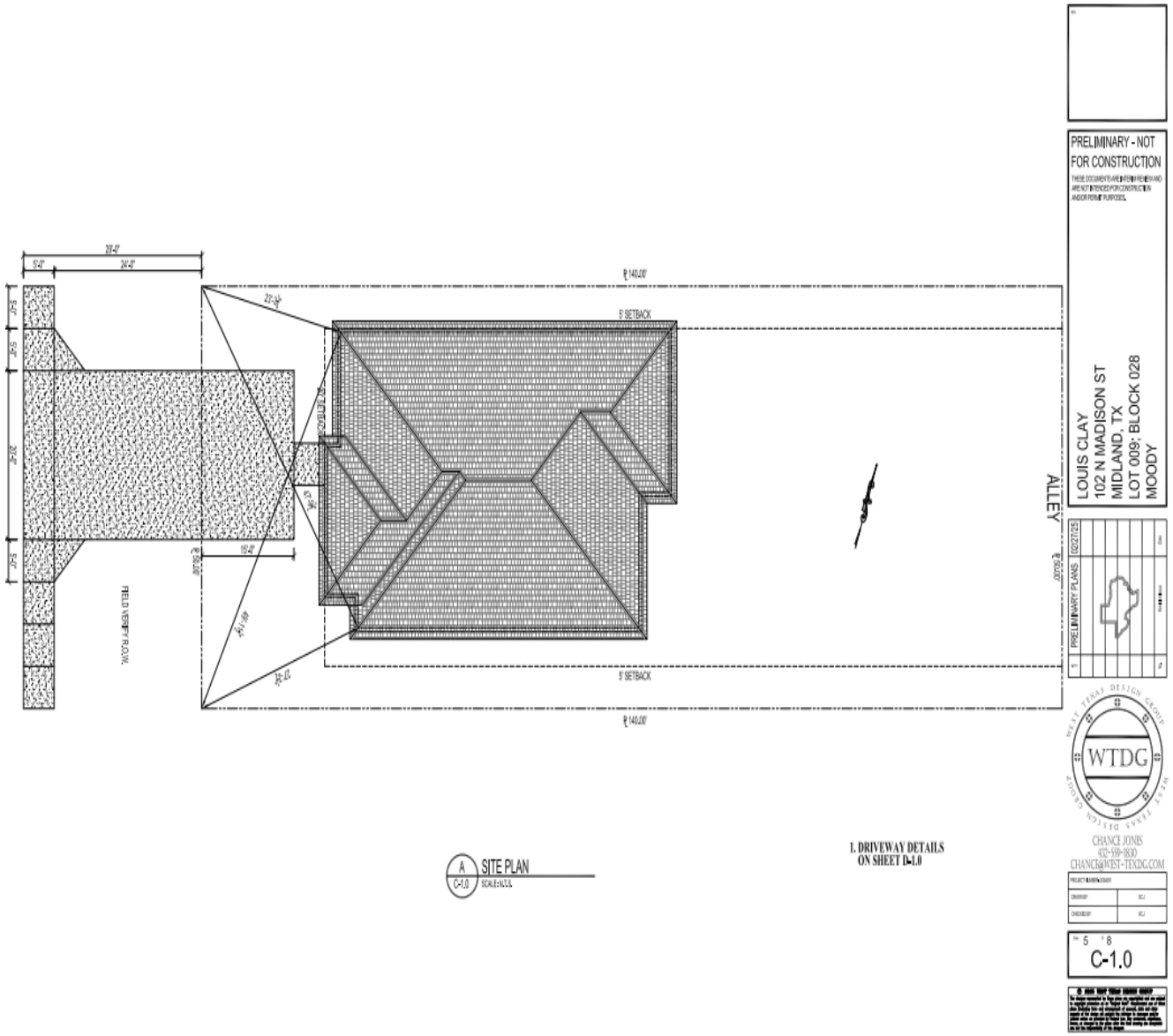


COMPREHENSIVE PLAN ANALYSIS

- **Supported Uses:**
  - Civic uses are generally allowed, with special permission for higher intensity uses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



MIDLAND Be the Energy!


PRELIMINARY - NOT FOR CONSTRUCTION
LOUIS CLAY
102 N MADISON ST
MIDLAND, TX
LOT 009; BLOCK 028
MOODY
ALLEY
5' SETBACK
5' SETBACK
FIELD VERIFY FLOW
SITE PLAN
C-1.0
1. DRIVEWAY DETAILS ON SHEET D-1.0
PRELIMINARY PLANS
02/27/25
WTDG
CHANCE JONES
432-599-1830
CHANCE@WEST-TEXDG.COM
C-1.0

Site Plan

RELATED ITEMS

- The Planning and Zoning Commission recommended approval of this request on April 7, 2025



STAFF RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this zone change from MF-22, Multiple-Family Dwelling District, to SF-3, Single-Family Dwelling District



MISSION

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



City Council Meeting

Item Number: 18

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Britton Murry, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 48, WESTRIDGE PARK ADDITION, SECTION 55, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); 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)

Purpose:

Kent Distributors, Incorporated, on behalf of MNG KK 327 LLC, is requesting a Zone Change from PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center to C, Commercial District for the construction of a gas station and automotive service garage on a property located at 5501 Thomason Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center.

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned Development District for and Office Center, and is a church. The properties to the west and south are zoned PD, Planned Development District and consist of vacant land. The property to the east is zoned PD, Planned Development District for a Shopping Center and is a gas station.

Analysis:

The subject property is zoned PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center. Kent Distributors, Incorporated, is seeking this zone change to develop a Gas Station and an Automobile Service Garage. The underlying zoning for the current PD, Planned Development District is O-2, Office District, which does not permit either use that is being proposed [Midland City Code 4.03]. The established Planned Development District also requires that any new development must comply with the rules, regulations, and site plan of said Planned Development.

This zone change would allow for the new development to establish a zoning district that better fits the proposed use while also not having to amend the current PD ordinance. Per the Nonresidential Zoning District Dimensional Regulations Chart, this lot meets the requirements for the C, Commercial District zoning. [Midland City Code Section 5.05]

This 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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

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.]

Planning:

Staff recommends approval of this Zone Change from PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center to C, Commercial District.

Letters of Objection:

Staff has not received any letters of objection as of May 2, 2025.

Attachments:

Application
Maps
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 48, WESTRIDGE PARK ADDITION, SECTION 55, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, OFFICE CENTER, RECREATION CENTER, AND SHOPPING CENTER TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND SOUTH LOOP 250 WEST); 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 2, Block 48, Westridge Park Addition, Section 55, City and County of Midland, Texas (the "Property"), to C, Commercial 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, Office Center, Recreation Center, and Shopping Center to C, Commercial 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, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0420

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: KEVIN FRYER		Phone (432) 520-4000 Email kfryer@kentoil.com	
Address 3510 N A ST	City MIDLAND	State TX	Zip 79705

Property Owner Printed Name: MNG KK 327 LLC		Phone (858) 546-0033 Email	
Address 415 S CEDROS AVE	City SOLANA BEACH	State CA	Zip 92075

Representative *(if different from Applicant or Property Owner)* Firm: KENT DISTRIBUTORS, INCORPORATED Printed Name: KEVIN FRYER		Phone (432) 520-4000 Email	
Address 3510 N A ST	City MIDLAND	State TX	Zip 79705

Street Address: 5501 THOMASON DRIVE, MIDLAND, TX 79703

Legal Description
Lot: 3 Block: 48 Subdivision: WESTRIDGE PARK ADDITION, SECTION 55

Current Zoning: PD, PLANNED DEVELOPMENT DISTRICT	**Proposed Zone:** C, COMMERCIAL DISTRICT *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: To allow for the highest and best use of the subject property

Present Use of Property: Land Under Development

Proposed Use of Property: Retail

How would this zone change affect the public health, safety and welfare?
Retail Development would be a public benefit bringing much needed services to this fast-growing area

Describe how conditions affecting the property have changed since present zoning designation: Multiple parcels have been sold out of the original, larger parcel

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: 4/3/2025
Applicant (printed): KEVIN FRYER	
Property Owner (signature):	Date: 4/3/2025
Property Owner (printed) : John Bosman	

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 KEVIN FRYER who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by JOHN BOSMAN, 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 3 day of April, 2025, to certify which witness my hand and seal of office.

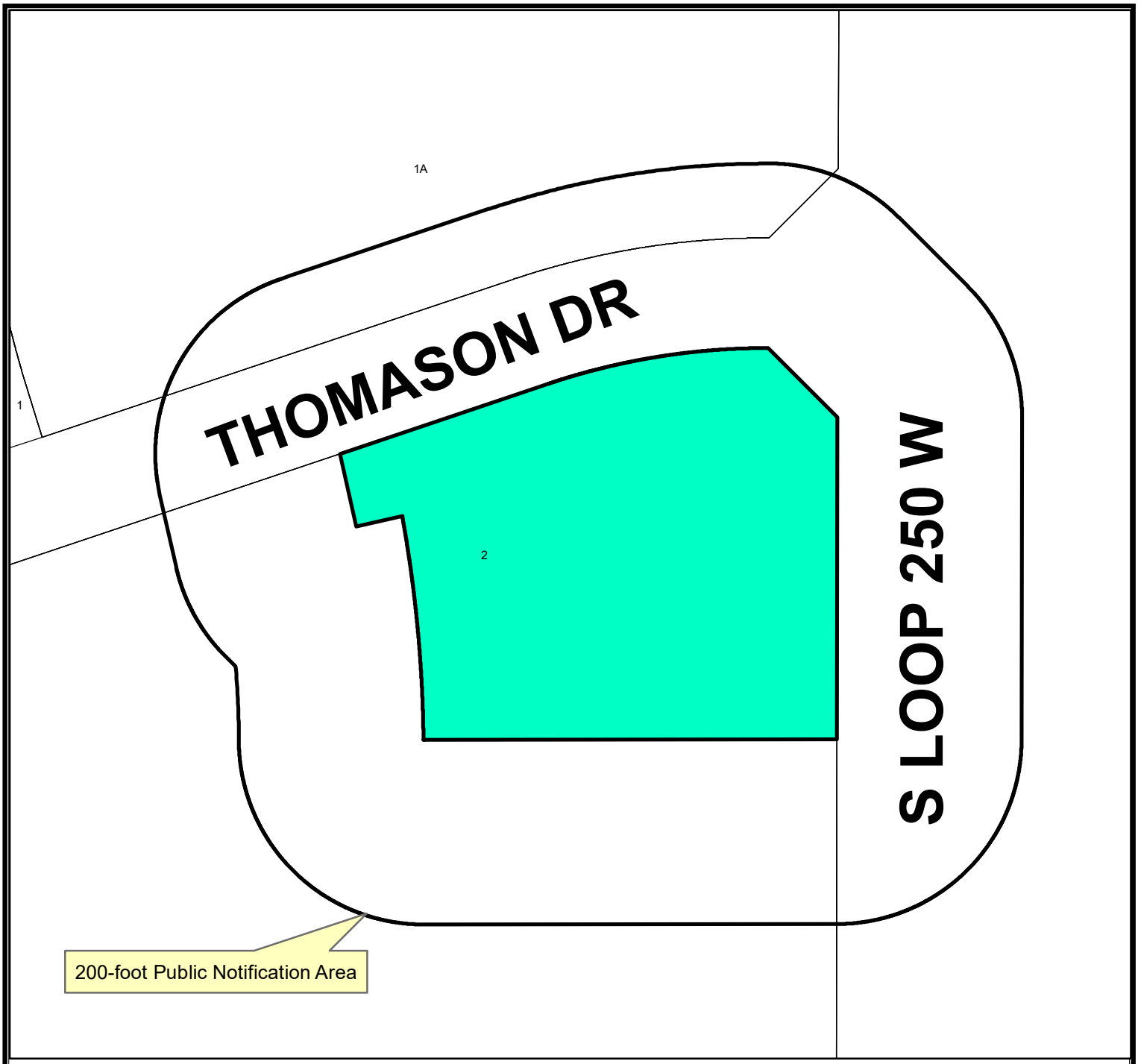
BARBARA JEAN JAMES
Notary Public, State of Texas
Comm. Expires 04-27-2028
Notary ID 3359136

Barbara Jean James

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.



Location Map

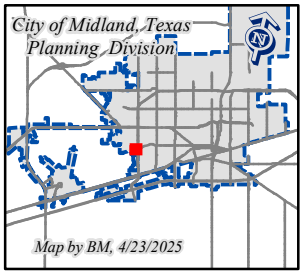
Z-25-0420 **Scale: 1" = 155'**

Consider a request by Kent Distributors, Incorporated, on behalf of MNG KK 327, LLC, for a Zone Change from PD, Planned Development District, to C, Commercial District, on Lot 2, Block 48, Westridge Park Addition, Section 55, City and County of Midland, Texas.

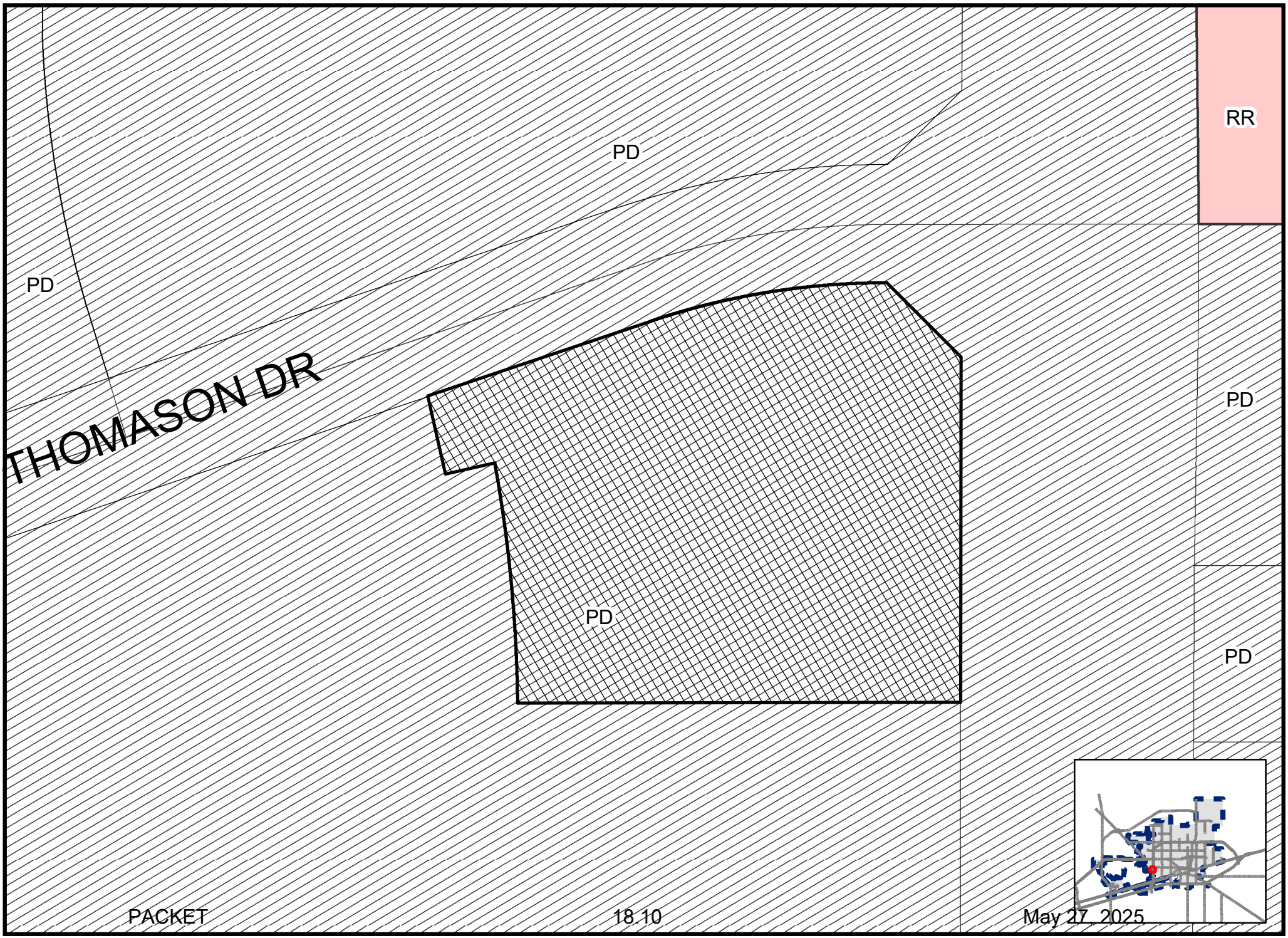
Generally located at the southwest corner of the intersection of Thomason Drive and South Loop 250 West. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.



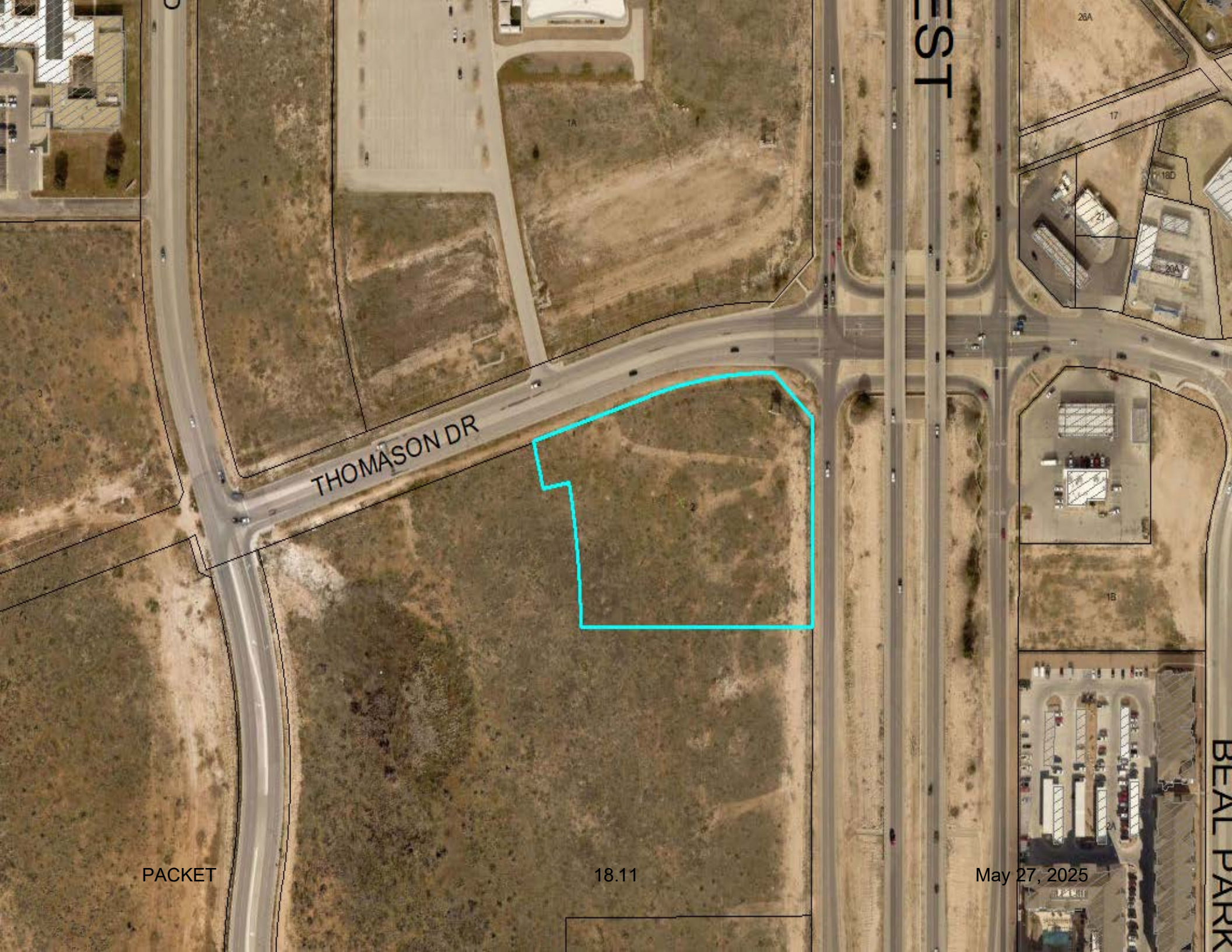
Map by BM, 4/23/2025

Z-25-0420

Scale: 1" = 122'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

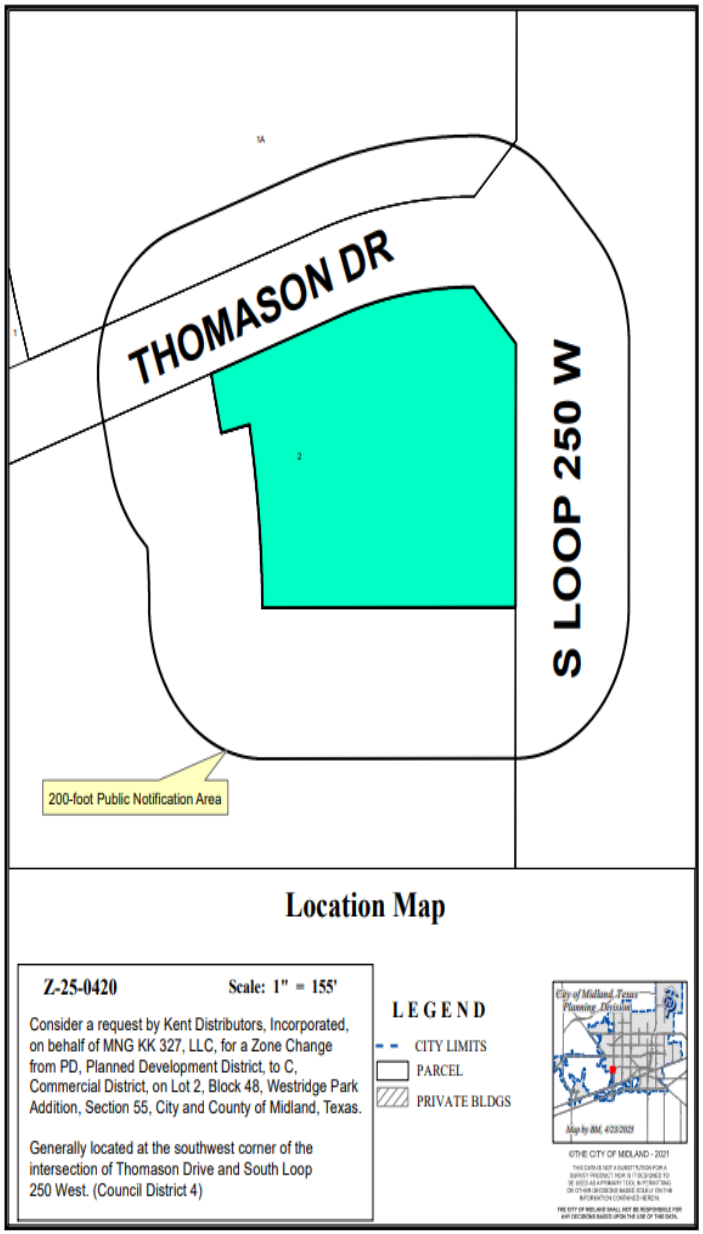

THOMASON DR
EST
BEAL PARK




MIDLAND
Be the Energy!
5501 THOMASON DRIVE
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

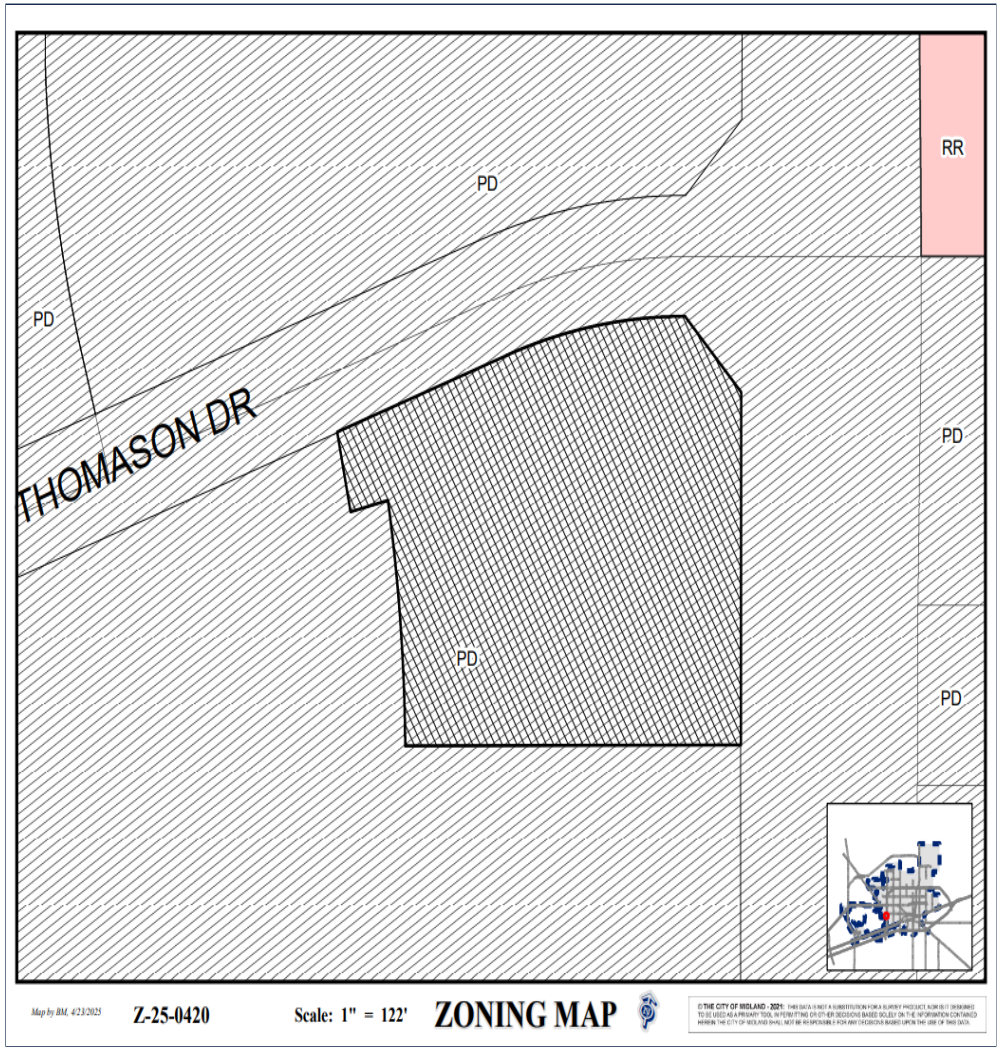
APPLICATION SUMMARY

- **Property Owner:** MNG KK 327, LLC
- **Representative:** Kevin Fryer, with Kent Distributors, Incorporated
- **Application Type:** Zone Change
- **Address:** 5501 Thomason Drive (Council District 4)



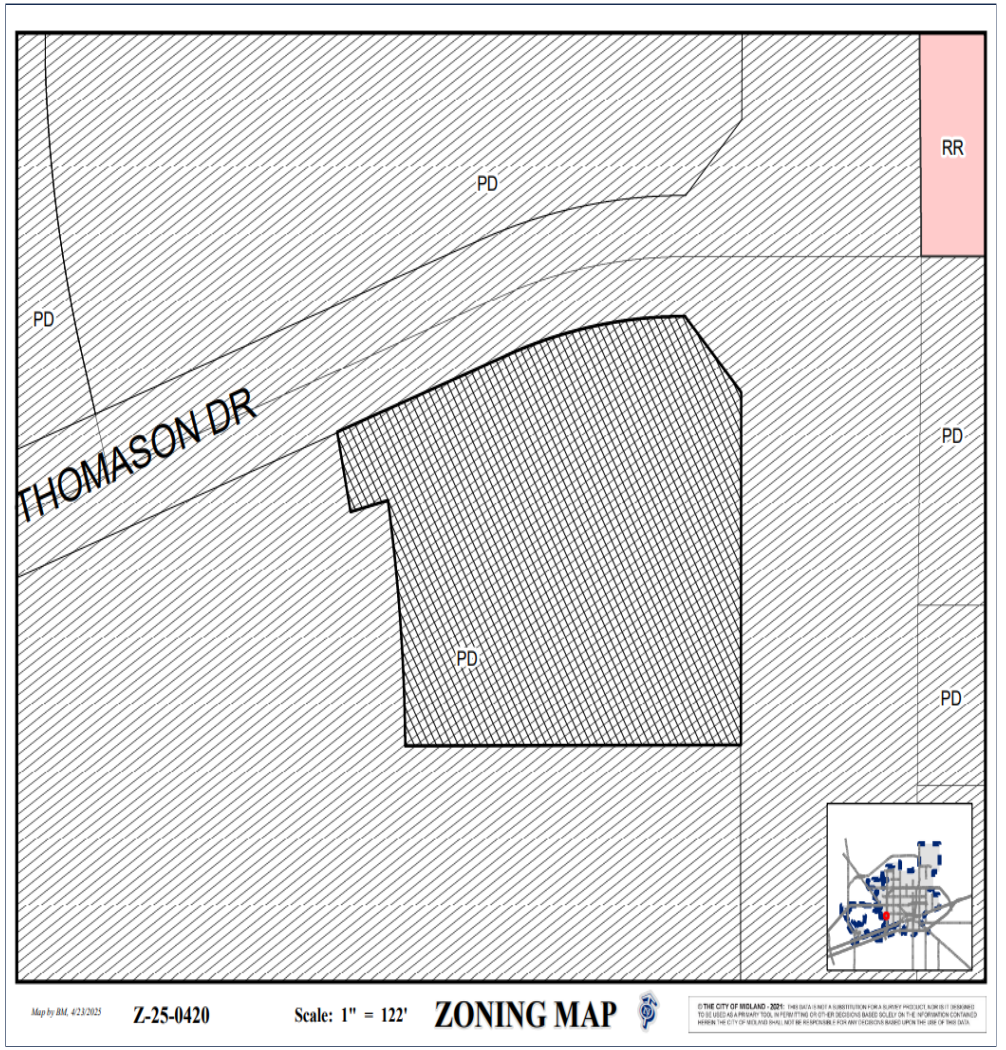
ZONING

- **Current Zoning:** PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for an Office Center
  - **East:** PD, Planned Development District for a Shopping Center



ZONING

- **Surrounding Zoning:**
  - **South/West:** PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center
- **Proposed Zoning:** C, Commercial District



LAND USE

- **Current Use:** Vacant
- **Proposed Use:** Gas Station and Automotive Service Garage
- **Surrounding Uses:**
  - **North:** Church
  - **East:** Gas Station
  - **South/West:** Vacant



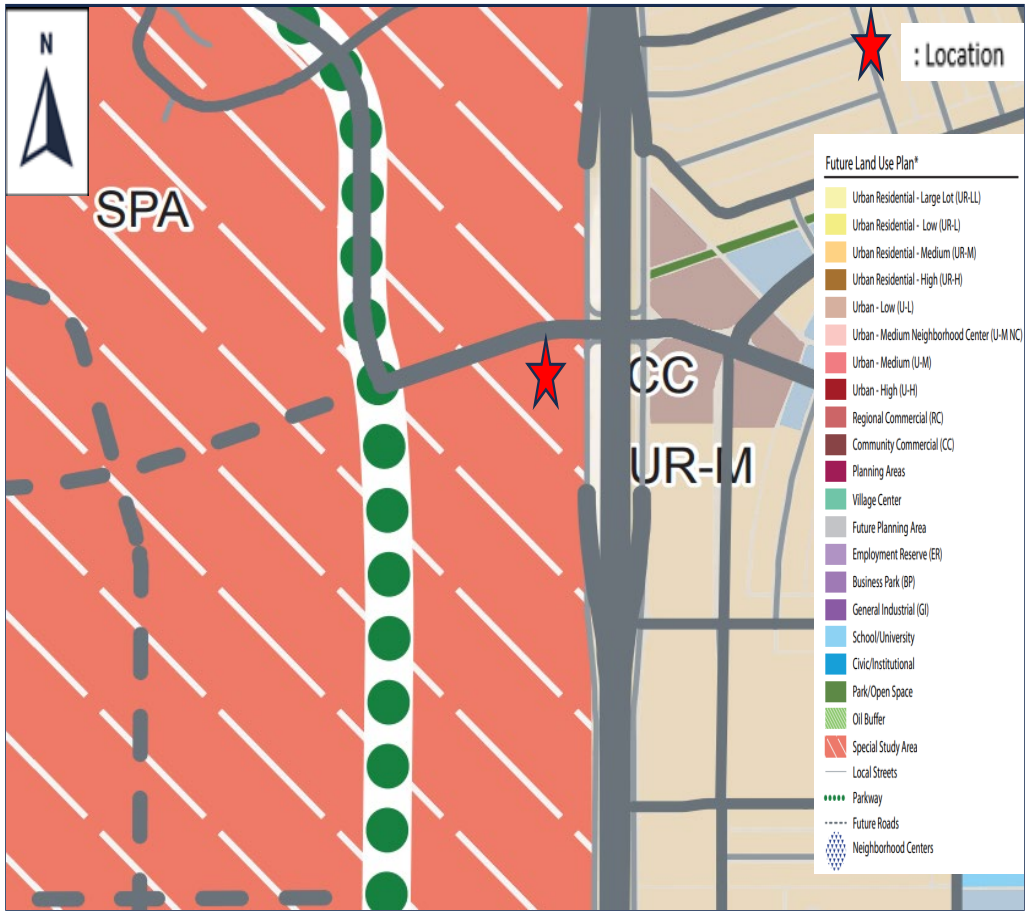
SITE PHOTO



On Thomason Drive, Looking South

COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Special Study Area
- **Supported Uses:**
  - This is a special study area and there are no policies established for this location.



MIDLAND Be the Energy!

STAFF RECOMMENDATION

- No objections received.
- The Planning and Zoning Commission recommend approval of this request on May 5, 2025.
- Staff recommends **APPROVAL** of this zone change from PD, Planned Development District for a Housing Development, Office Center, Recreation Center, and Shopping Center, to C, Commercial District



MISSION

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



City Council Meeting

Item Number: 19

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Landon Ochoa, Planning Division Manager

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.4282-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Midland County is requesting an annexation for the intersection of C R 120 and C R 1232 for the inclusion of a traffic signal into City limits for signal maintenance purposes.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Set the Standard for a Safe and Secure City

Discussion:

The portion of right-of-way is currently in the process of being annexed into city limits. The

service agreement between the City and the County was executed on March 31, 2025. This annexation will allow for maintenance of a traffic signal at this intersection. Given the that annexation boundary is entirely ROW, no initial zoning request is necessary.

The Tall City Tomorrow Comprehensive Plan has no designation for this area.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections. [For the Applicant's information only.].

Transportation: (Approved)

No objections. [For the Applicant's information only.].

Fire: (Approved)

No comments or objections.

Building Code: (Approved)

No Objections.

Oil and Gas: (Approved)

No Oil and Gas issues.

GIS: (Approved)

No comments.

Planning: (Approved)

No Planning issues.

Letters of Objection:

As of May 2, 2025, staff has not received any objection letters.

Attachments:

Application
Service agreement
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.4282-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE INTERSECTION OF SOUTH COUNTY ROAD 1232 AND WEST COUNTY ROAD 120); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on May 13, 2025, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on April 24, 2025, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on April 25, 2025; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

> Being a 0.4282-acre tract of land out of Section 13, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit A and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Midland County ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Terry Johnson

Printed Name

Midland County Judge

Title

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 5 day of MARCH, 2025, by TERRY JOHNSON in the capacity herein stated.

MY COMMISSION EXPIRES

10/21/27

JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

Notary Public, State of TEXAS

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.4282 acre tract of land situated in Section 13, Block 40, Township 2 South, T&P Railroad Company Survey, Abstract No. 53, Midland County, Texas, and being a portion of a tract of land described in Surface Deed to Midland County, Texas, as recorded in Document Number 2016-28763, Deed Records of Midland County, Texas (D.R.M.C.T.), said 0.4282 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap stamped "LCA" for the northwest corner of said Midland County tract and the northeast corner of a tract of land described in Special Warranty Deed to Arkose Royalties, LLC, as recorded in Document Number 2023-16564, D.R.M.C.T., being locatable by NAD83 Grid Coordinate N=10,674,241.26', E=1,736,623.65';

THENCE North 75 degrees 08 minutes 36 seconds East, along the north line of said Midland County tract, a distance of 311.21 feet to a point for the northeast corner of said Midland County tract and the northwest corner of a tract of land described in Surface Deed to Midland County, Texas, as recorded in Document Number 2021-15163, D.R.M.C.T., said point being on a curve to the right, having a radius of 1,948.84 feet and whose chord bears South 29 degrees 22 minutes 07 seconds East, a distance of 61.98 feet;

THENCE Southeasterly, along the common line of said Midland County tracts and along said curve to the right, through a central angle of 01 degree 49 minutes 20 seconds and an arc length of 61.98 feet to a found 1/2-inch iron rod with cap stamped "MAVERICK" for the southwest corner of said Midland County (2021-15163) tract and the northwest corner of a tract of land described in General Warranty Deed to Veteran Fabrication, LLC as recorded in Document Number 2021-26452, D.R.M.C.T.,;

THENCE South 75 degrees 08 minutes 36 seconds West, over and across said Midland County (2016-28763) tract, a distance of 310.19 feet to a point on the west line of said Midland County tract and the east line of said Arkose Royaties tract, from which a found 1/2-inch iron rod bears South 30 degrees 16 minutes 55 seconds East, a distance of 20.52 feet;

THENCE North 30 degrees 16 minutes 55 seconds West, along the west line of said Midland County tract and the east line of said Arkose Royaties tract, a distance of 62.24 feet to the POINT OF BEGINNING and containing 0.4282 acres (or 18,652 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

B011101.002

A plat of even date accompanies this metes and bounds description.

OCTOBER 10, 2024

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

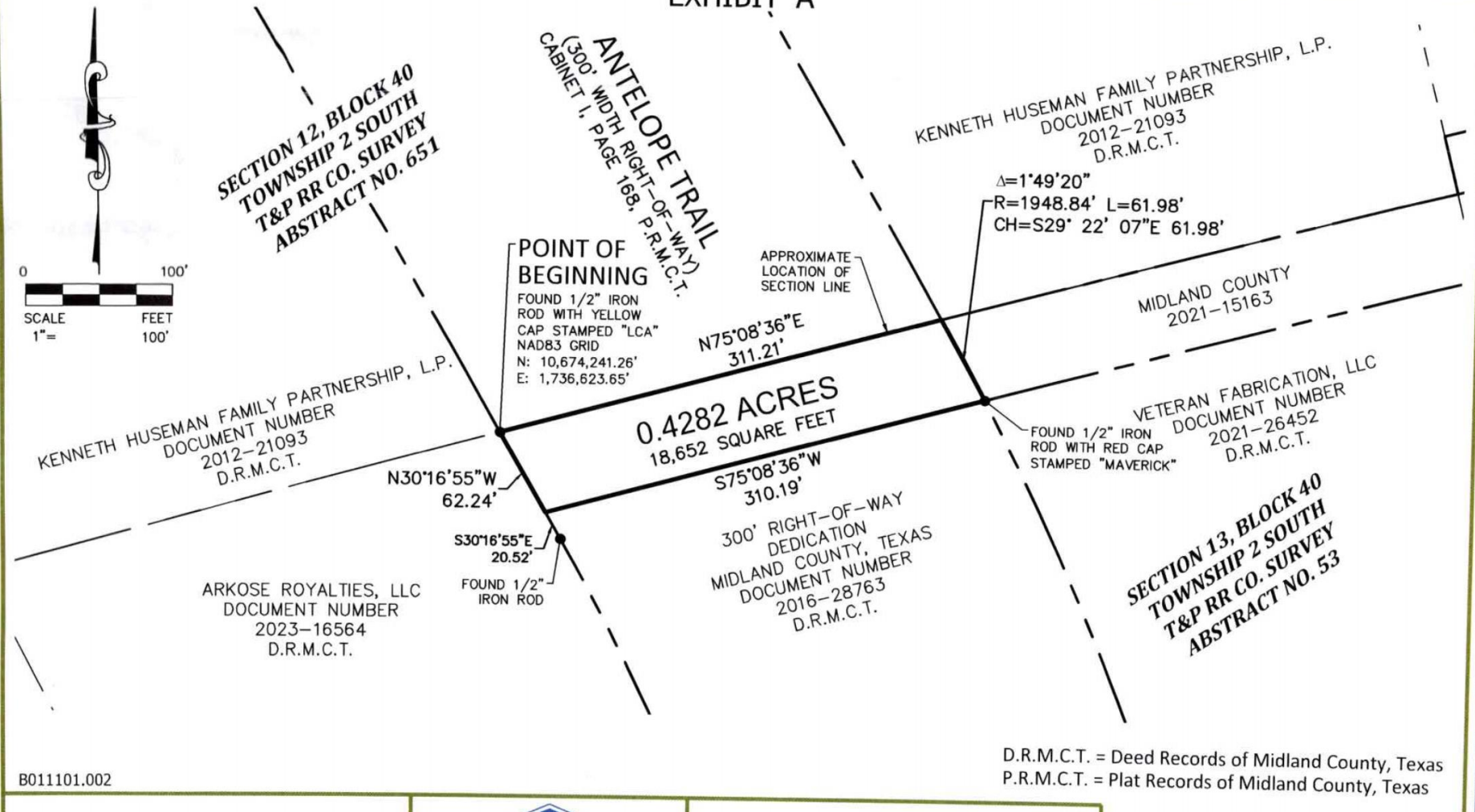
STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
LAND SURVEYOR

ANNEXATION

0.4282 ACRES or 18,652 SQ. FT.
OF
ANTELOPE TRAIL (COUNTY ROAD 1232)
DOCUMENT NUMBER 2016-28763
D.R.M.C.T.
SITUATED IN
SECTION 13, BLOCK 40, TOWNSHIP 2 SOUTH
T&P RR CO. SURVEY, ABSTRACT NO. 53
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, October 10, 2024 AT: 9:15 AM FILEPATH: P:\011100\011101\002\Survey\Drawings\B011101.002 CR 120 Expansion Boundary SURFACE.dwg

EXHIBIT 'A'



D.R.M.C.T. = Deed Records of Midland County, Texas
P.R.M.C.T. = Plat Records of Midland County, Texas

B011101.002

A metes and bounds description of even date accompanies this plat.

OCTOBER 10, 2024

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
SURVEYOR

ANNEXAITON

0.4282 ACRES or 18,652 SQ. FT.
OF
ANTELOPE TRAIL (COUNTY ROAD 1232)
DOCUMENT NUMBER 2016-28763
D.R.M.C.T.
SITUATED IN
SECTION 13, BLOCK 40, TOWNSHIP 2 SOUTH
T&P RR CO. SURVEY, ABSTRACT NO. 53
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

PLOTTED BY: Kevin Junge ON: Thursday, October 10, 2024 AT: 9:15 AM FILEPATH: P:\011100\011101\002\Survey\Drawings\B011101.002 CR 120 Expansion Boundary SURFACE.dwg

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland County		Phone (432) 688-4311 Email tjohnson@mcounty.com	
Address 500 N LORAINE	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: MIDLAND COUNTY		Phone (432) 688-4311 Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Midland County		Phone (432) 688-4311 Email	
Address	City	State	Zip

Street Address: Intersection of WCR 120 and Antelope Trail

Legal Description
Lot: Block: Subdivision:

Current Zoning:	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Annexation/Zone Change Request: _____
Inclusion of traffic signal into City of Midland for signal maintenance purposes

Present Use of Property: County public road

Proposed Use of Property: City public road

How would this annexation/zone change affect the public health, safety and welfare? _____
Traffic/safety improvement

Describe how this annexation/zone change will affect adjacent properties: No change

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:
Applicant (printed): Terry Johnson	
Property Owner (signature):	Date:
Property Owner (printed) : Terry Johnson	

The Annexation/Initial Zoning shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared_____who, being by me duly sworn, upon oath says: That (s)he is authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check #_____	☐ Petition
Received By:	Date:

VG-36-2025-8937

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 8937

Real Property Recordings

Recorded On: April 11, 2025 08:33 AM

Number of Pages: 14

" Examined and Charged as Follows: "

Total Recording: $73.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	8937
Receipt Number:	20250411000022
Recorded Date/Time:	April 11, 2025 08:33 AM
User:	Dyleana H
Station:	cc13413

Record and Return To:

CITY OF MIDLAND
ATTN: RACHEL GUENTENSBERGER
P O BOX 1152
MIDLAND TX 79701

COUNTY COURT
MIDLAND COUNTY, TEXAS

STATE OF TEXAS
Midland County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

PACKET 19.12

Alison Haley
Midland County Clerk
Midland County, TX

May 27, 2025
Alison Haley

VG-36-2025-7926

Midland County
Alison Haley
Midland County Clerk

Instrument Number: 7926

Real Property Recordings

Recorded On: April 01, 2025 09:03 AM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: $69.00

This is being filed to make a correction to the date of execution from "2024" to "2025" on page 1.

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	7926
Receipt Number:	20250401000035
Recorded Date/Time:	April 01, 2025 09:03 AM
User:	Aaliyah A
Station:	cc13413

Record and Return To:

CITY OF MIDLAND
ATTN: JAN HAMILTON
PO BOX 1152
MIDLAND TX 79701

COUNTY COURT MIDLAND COUNTY, TEXAS

STATE OF TEXAS
Midland County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX

PACKET 19.13

Mar 24 2025

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 31st day of March, 2025 by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and Midland County, hereinafter referred to as "PETITIONER," whether one or more.

WHEREAS, a petition for annexation of a 0.4282-acre tract of land out of Section 13, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, if any, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive

termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY

will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. INTENTIONALLY OMMITTED

ARTICLE V. GOVERNMENTAL IMMUNITY

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' 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 attorneys' fees to which the prevailing party might otherwise be entitled.

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

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS

AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. INDEMNIFICATION

PETITIONER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEYS' FEES, THAT ARE RELATED IN ANY WAY TO ANY ACTION THAT CITY TAKES IN FURTHERANCE OF THE ANNEXATION OF THE AREA OR A CONTIGUOUS RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO AN ACTION TAKEN BY CITY THAT IS ALLEGED TO HAVE BEEN TAKEN IN VIOLATION OF CHAPTER 43 OF THE LOCAL GOVERNMENT CODE OR ANY OTHER APPLICABLE LAW, RULE OR REGULATION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE IX. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

B. **Notice.** Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

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

If to PETITIONER: Midland County
500 North Loraine,
Midland, Texas 79701

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

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements

pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable.

I. The provisions of this Article shall survive termination of this Agreement.

[Signature pages follow]

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: Jerry Johnson

Title: County Judge

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 19 day of MARCH, 20 25, personally appeared JERRY JOHNSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of MARCH, 20 25.

JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

_____

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Midland County ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Terry Johnson

Printed Name

Midland County Judge

Title

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 5 day of MARCH, 2025, by TERRY JOHNSON in the capacity herein stated.

MY COMMISSION EXPIRES

10/21/27

JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

Notary Public, State of TEXAS

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.4282 acre tract of land situated in Section 13, Block 40, Township 2 South, T&P Railroad Company Survey, Abstract No. 53, Midland County, Texas, and being a portion of a tract of land described in Surface Deed to Midland County, Texas, as recorded in Document Number 2016-28763, Deed Records of Midland County, Texas (D.R.M.C.T.), said 0.4282 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap stamped "LCA" for the northwest corner of said Midland County tract and the northeast corner of a tract of land described in Special Warranty Deed to Arkose Royalties, LLC, as recorded in Document Number 2023-16564, D.R.M.C.T., being locatable by NAD83 Grid Coordinate N=10,674,241.26', E=1,736,623.65';

THENCE North 75 degrees 08 minutes 36 seconds East, along the north line of said Midland County tract, a distance of 311.21 feet to a point for the northeast corner of said Midland County tract and the northwest corner of a tract of land described in Surface Deed to Midland County, Texas, as recorded in Document Number 2021-15163, D.R.M.C.T., said point being on a curve to the right, having a radius of 1,948.84 feet and whose chord bears South 29 degrees 22 minutes 07 seconds East, a distance of 61.98 feet;

THENCE Southeasterly, along the common line of said Midland County tracts and along said curve to the right, through a central angle of 01 degree 49 minutes 20 seconds and an arc length of 61.98 feet to a found 1/2-inch iron rod with cap stamped "MAVERICK" for the southwest corner of said Midland County (2021-15163) tract and the northwest corner of a tract of land described in General Warranty Deed to Veteran Fabrication, LLC as recorded in Document Number 2021-26452, D.R.M.C.T.,;

THENCE South 75 degrees 08 minutes 36 seconds West, over and across said Midland County (2016-28763) tract, a distance of 310.19 feet to a point on the west line of said Midland County tract and the east line of said Arkose Royaties tract, from which a found 1/2-inch iron rod bears South 30 degrees 16 minutes 55 seconds East, a distance of 20.52 feet;

THENCE North 30 degrees 16 minutes 55 seconds West, along the west line of said Midland County tract and the east line of said Arkose Royaties tract, a distance of 62.24 feet to the POINT OF BEGINNING and containing 0.4282 acres (or 18,652 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

B011101.002

A plat of even date accompanies this metes and bounds description.

OCTOBER 10, 2024

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

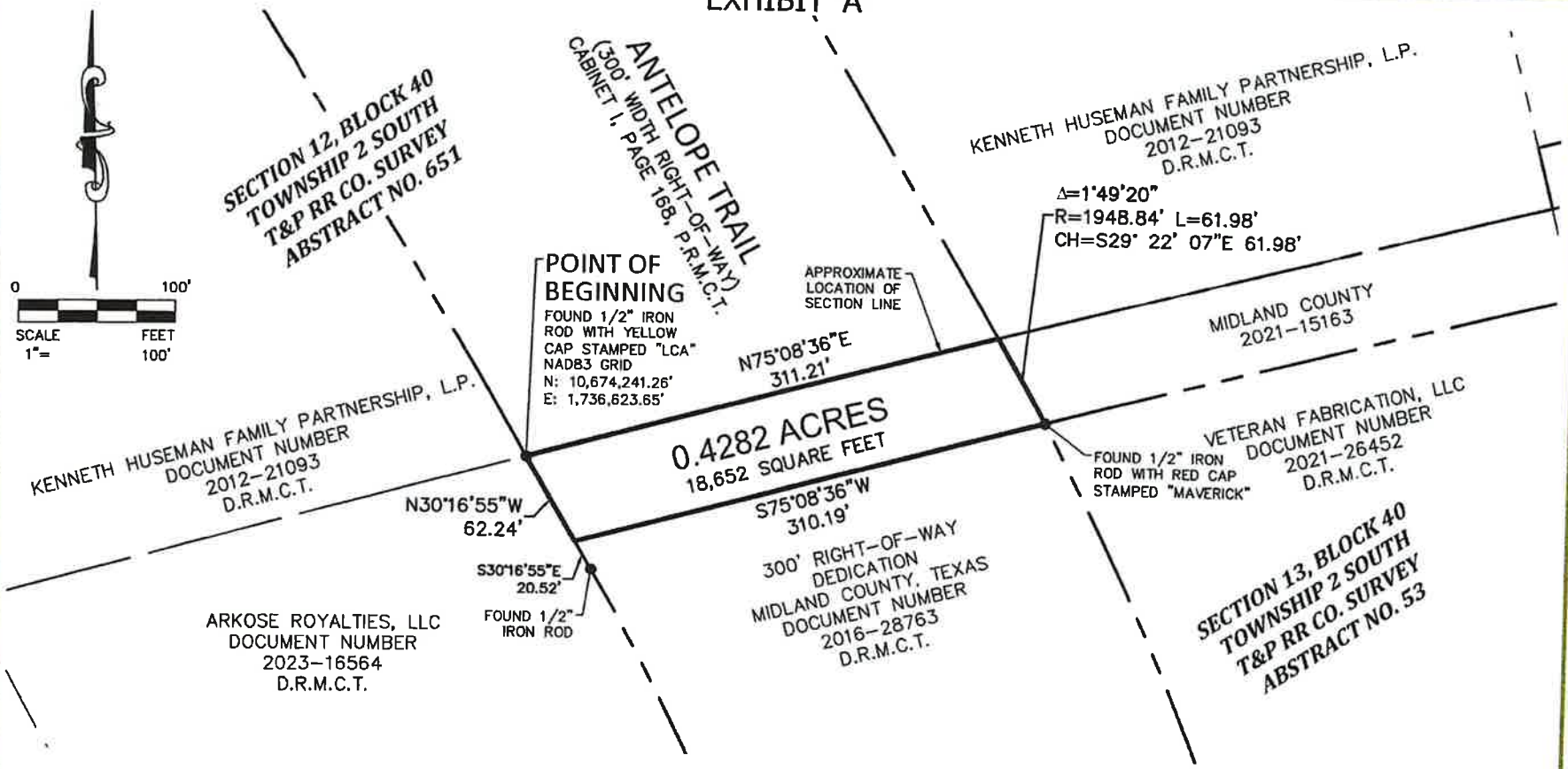


ANNEXATION

0.4282 ACRES or 18,652 SQ. FT.
OF
ANTELOPE TRAIL (COUNTY ROAD 1232)
DOCUMENT NUMBER 2016-28763
D.R.M.C.T.
SITUATED IN
SECTION 13, BLOCK 40, TOWNSHIP 2 SOUTH
T&P RR CO. SURVEY, ABSTRACT NO. 53
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

PLOTTED BY: Kevin Junge ON: Thursday, October 10, 2024 AT: 9:15 AM FILEPATH: P:\011100\011101\002\Survey\Drawings\B011101.002 CR 120 Expansion Boundary SURFACE.dwg

EXHIBIT 'A'



D.R.M.C.T. = Deed Records of Midland County, Texas
P.R.M.C.T. = Plat Records of Midland County, Texas

B011101.002

A metes and bounds description of even date accompanies this plat.

OCTOBER 10, 2024

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TEXAS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS
REGISTERED
KEVIN JUNGE
6765
PROFESSIONAL
SURVEYOR

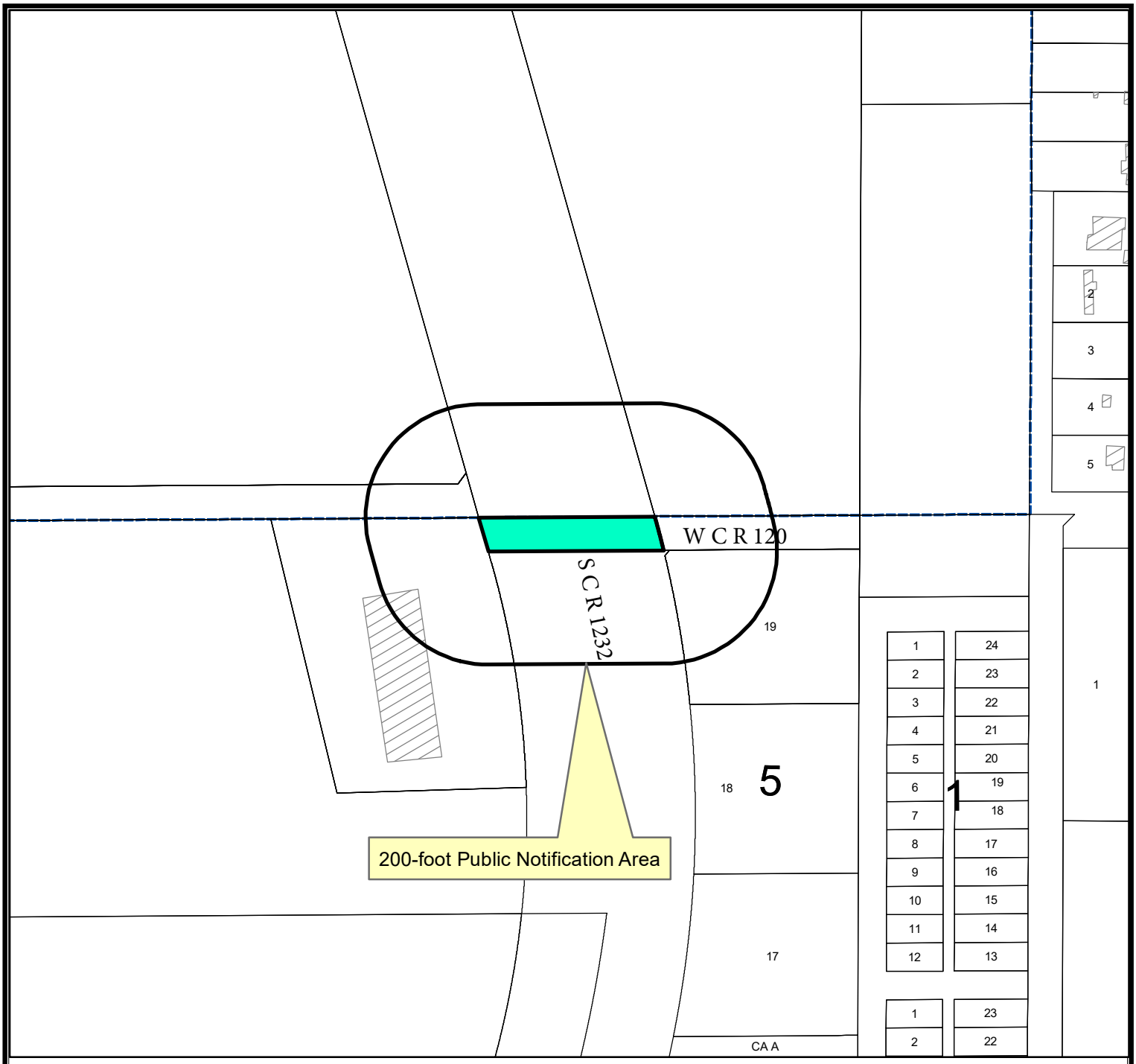
ANNEXAITON

0.4282 ACRES or 18,652 SQ. FT.
OF
ANTELOPE TRAIL (COUNTY ROAD 1232)
DOCUMENT NUMBER 2016-28763
D.R.M.C.T.
SITUATED IN
SECTION 13, BLOCK 40, TOWNSHIP 2 SOUTH
T&P RR CO. SURVEY, ABSTRACT NO. 53
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS

The basis of bearings for this survey is the Texas State Coordinate System (NAD83), Central Zone 4203, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.999899 was used for this project.

PLOTTED BY: Kevin Junge ON: Thursday, October 10, 2024 AT: 9:15 AM FILEPATH: P:\011100\011101\002\Survey\Drawings\B011101.002 CR 120 Expansion Boundary SURFACE.dwg

May 27, 2025 19.25 PACKET



Location Map

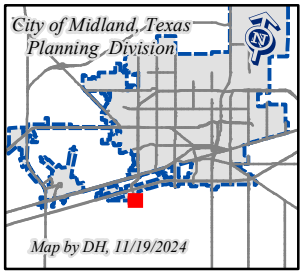
A-24-0049 **Scale: 1" = 253'**

An ordinance on a request by Midland County, for an annexation of a 0.4282-acre tract of land out of the south part of Section 13, Block 40, T-2-S, T&P RR. Co Survey, Midland County, Texas.

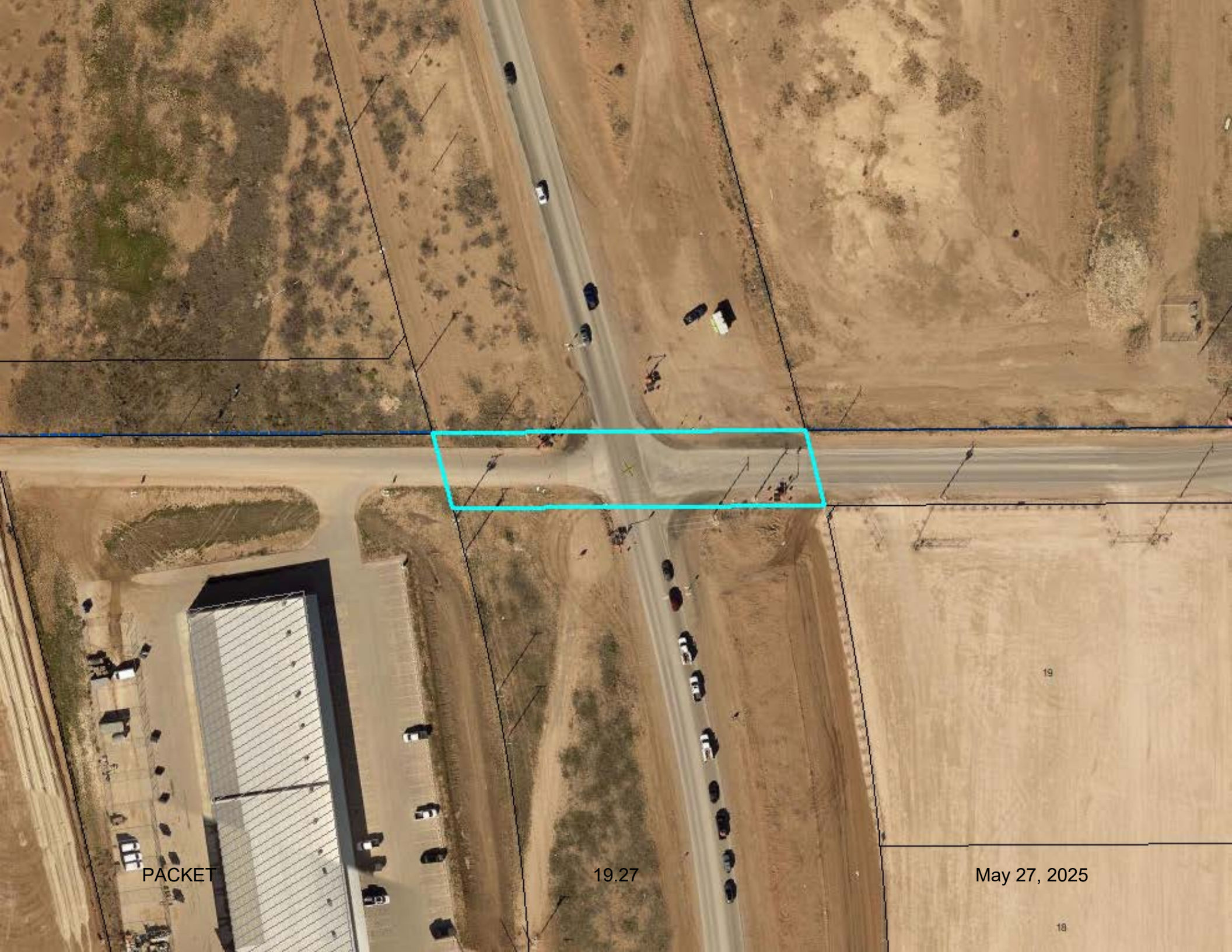
Generally located at the intersection of South County Road 1232 and West County Road 120. (ETJ)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.


19

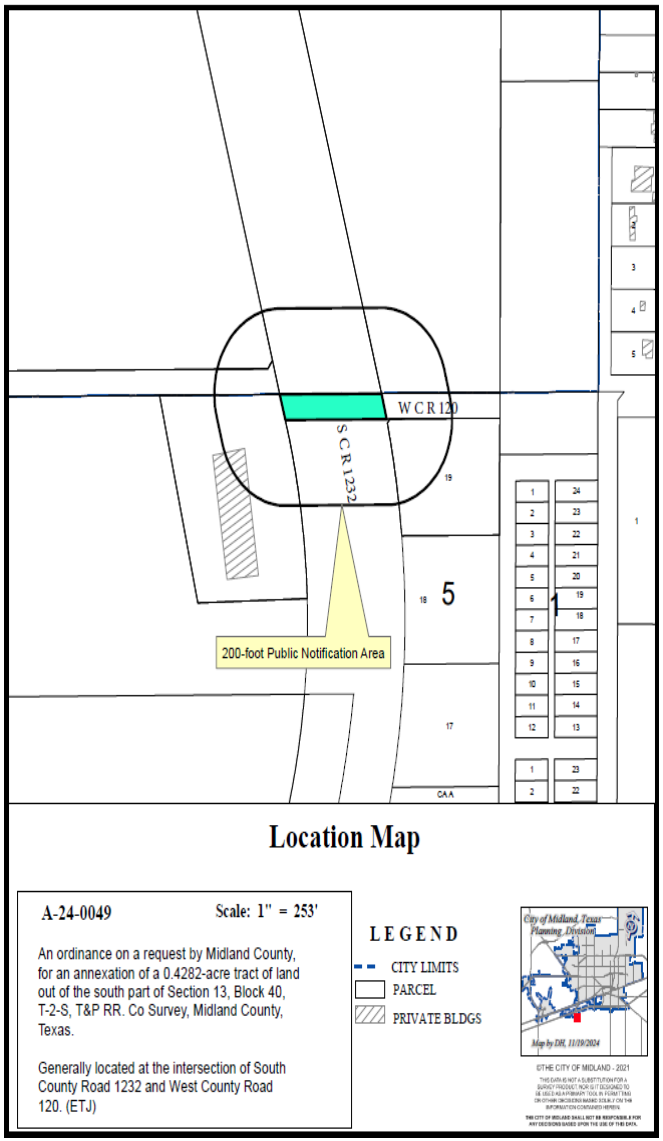

SCR 1232
WCR 120
STOP
Grand Prix Pipeline
TRILOGY

ITEM _
ANNEXATION
CR 120 & CR 1232 INTERSECTION ANNEXATION

Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property Owner:** Midland County
- **Representative:** Terry Johnson with Midland County
- **Application Type:** Annexation
- **Location:** The intersection of CR 120 & CR 1232 (ETJ)
- **Reason for Request:** To maintain a traffic signal



LAND USE

- The use is currently and will remain as ROW
- Surrounding land use consists of mostly vacant properties with offices and various businesses sharing the building to the southwest





CR 120 & CR 1232 Intersection

COMPREHENSIVE PLAN

- This request is consistent with the *Tall City Tomorrow* Comprehensive Plan as it is consistent with Goal #4 of *Chapter 5: Transportation*, to "Ensure that Midland's transportation system is adequate to meet the demands placed upon it.



STAFF'S RECOMMENDATION

- No objections received
- Staff recommends APPROVAL of this request



MISSION

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



City Council Meeting

Item Number: 20

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Lori Elliott, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 AND 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CLOVERDALE ROAD, APPROXIMATELY 100 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AN PLACE)

Purpose:

Minerva Gutirrez and Eliseo Carreon are requesting a Zone Change from TH, Townhouse Dwelling District to SF-3, Single-Family Dwelling District on two properties located at 2305 and 2307 Cloverdale Road for the development of single-family housing.

Recommended City Council Action:

Approve.

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place.

Discussion:

Current Zoning:

TH, Townhouse (Attached) Dwelling District

Surrounding Zoning and Land Use:

The subject properties are located at 2305 and 2307 Cloverdale Road and are currently zoned as TH, Townhouse Dwelling District. The property to the east is zoned as C, Commercial District and is a mobile home park. The properties to the west are zoned TH, Townhouse Dwelling District and are vacant lots. The properties to the north are zoned MF-22, Multiple-Family Dwelling District and are single-family dwellings. The properties to the south are outside of city limits and therefore have no zoning designation and are used for single-family housing.

Analysis:

The subject property is zoned TH, Townhouse Dwelling District. Minerva Gutierrez and Eliseo Carreon are seeking this zone change in in order to construct two single-family homes, which is not an allowed use in the TH, Townhouse Dwelling District. These vacant lots are located in a residential neighborhood that has two single-family homes abutting to the north. To the northeast there is a large neighborhood of single-family homes that is consistent with the use that is being proposed. Changing this zoning would help the future residential development of this area. This lot meets the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as Urban Residential- Medium (UR-M). This designation calls for a mix of housing styles, to include single-family and townhouses.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

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)

Therefore, staff recommends approval of this Zone Change from TH, Townhouse Dwelling District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 2, 2025, staff has received no letters of objection for this request.

Attachments:

Application
Maps
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 6 AND 7, BLOCK 42, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CLOVERDALE ROAD, APPROXIMATELY 100 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

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 6 and 7, Block 42, Greenwood Addition, Third, Fourth and Fifth Sections, 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 TH, Townhouse (Attached) Dwelling 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, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0419

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Minerva Gutierrez and Eliseo Carreon		Phone (817) 841-5269 Email ninfa.caza@kw.com	
Address 6722 Cowboy Dr.	City Midland	State Tx	Zip 79705
Property Owner Printed Name: Minerva Gutierrez and Eliseo Carreon		Phone (817) 841-5269 Email	
Address 6722 Cowboy Dr.	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:

Legal Description
Lot: 6 & 7 Block: 42 Subdivision: Greenwood Addition Third, Fourth Fifth

Current Zoning: TH

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Building a SF Homes

Present Use of Property: Can't Build SF Home on this lot as a town Home needs to change to SF

Proposed Use of Property: Building Two SF Home

How would this zone change affect the public health, safety and welfare? Helping provide affordable Housing

Describe how conditions affecting the property have changed since present zoning designation: _____

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): Eliseo	Date: 4 1 25
Applicant (printed): Eliseo Carrion B.	
Property Owner (signature): Eliseo	Date: 4 1 25
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 1902
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Brittany

RECEIVED
APR 01 2025
Initial:_____

Application will not be considered for scheduling until reviewed by a planner.

GF48802529588MR

WARRANTY DEED

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

Date: Dated as of the acknowledgement below but effective March 21, 2025, for all purposes

Grantor: Midland Visions 2000, a Texas nonprofit corporation

Grantee: Minerva Gutierrez and Eliseo Carreon

Grantee's Mailing Address:

6722 Cowboy Dr
Midland, Texas 79705

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lots 6 and 7, Block 42, Greenwood Addition Third, Fourth & Fifth Sections, an addition to the City of Midland, Midland County, Texas according to the map or plat thereof of record in Cabinet B, Page 56, Plat Records of Midland County, Texas.

Reservations from Conveyance:

Grantor herein reserves all right, title and interest in and to the minerals of whatsoever nature in, under, on, or that may be produced from the real property hereinabove described including implied right of ingress and egress and of reasonable use of the Property (including surface materials) for mining, drilling, exploring, operating, developing, or removing the oil, gas and other minerals. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

Exceptions to Conveyance and Warranty:

All oil, gas, and other minerals in, on or under said land reserved by prior grantors. Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located recorded in the Official Records of Midland County, Texas; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or

protrusions, or any overlapping of improvements; and homestead or community property or survivorship rights, if any, of any spouse of Grantee.

Restrictions:

Covenants, conditions and restrictions recorded in/under Volume 180, Page 371, Deed Records and Cabinet B, Page 56, Plat Records of Midland County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[Signature on following page]

Midland Visions 2000, a Texas nonprofit corporation

By: _____, Member
Linda Britt, Member

STATE OF TEXAS §
§
COUNTY OF Harris §

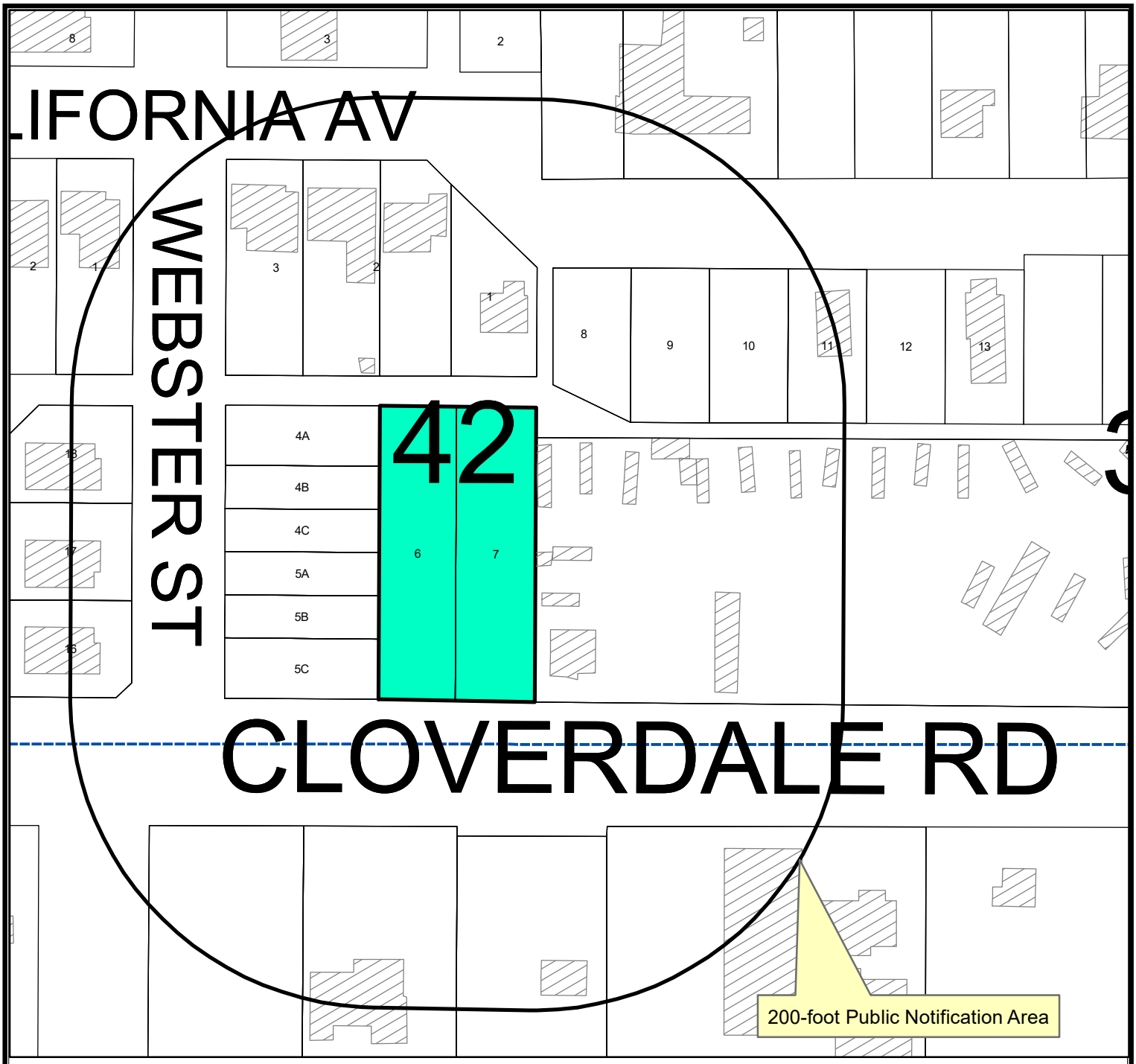
This instrument was acknowledged before me on the 20 day of March 2025 by Linda Britt, Member of Midland Visions 2000, a Texas nonprofit corporation.

CAROL BROWN
Notary ID # 1861774
My Commission Expires
October 06, 2028

_____
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
West Texas Abstract & Title Company
3700 North Big Spring Street
Midland, Texas 79705

PREPARED IN THE LAW OFFICE OF:
Goldapp Law Firm, P.C.
3700 North Big Spring Street
Midland, Texas 79705



Location Map

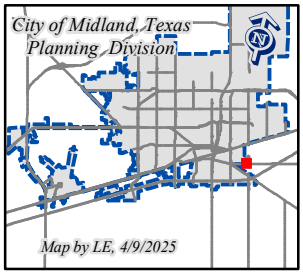
Z-25-0419 **Scale: 1" = 1,113'**

Consider a request by Minerva Gutierrez and Eliseo Carreon for a Zone Change from TH, Townhouse Dwelling District, to SF-3, Single-Family Dwelling District, on Lots 6 and 7, Block 42, Greenwood Addition Third, Fourth and Fifth Sections, City and County of Midland, Texas.

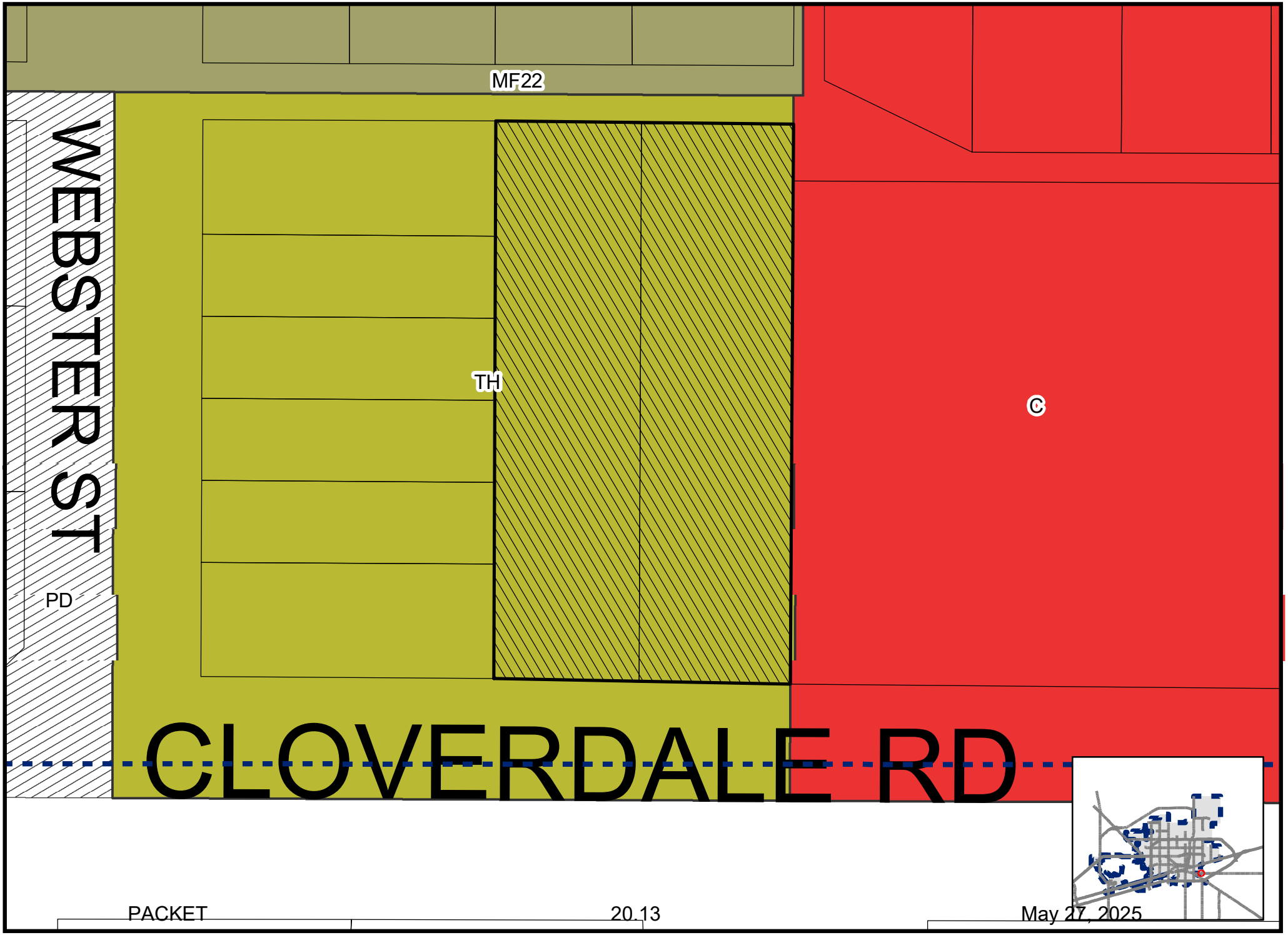
Generally located on the north side of Cloverdale Road, approximately 100 feet east of South Webster Street. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.



PACKET 20.13 May 27, 2025

Map by LE, 4/9/2025

Z-25-0419

Scale: 1" = 492'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

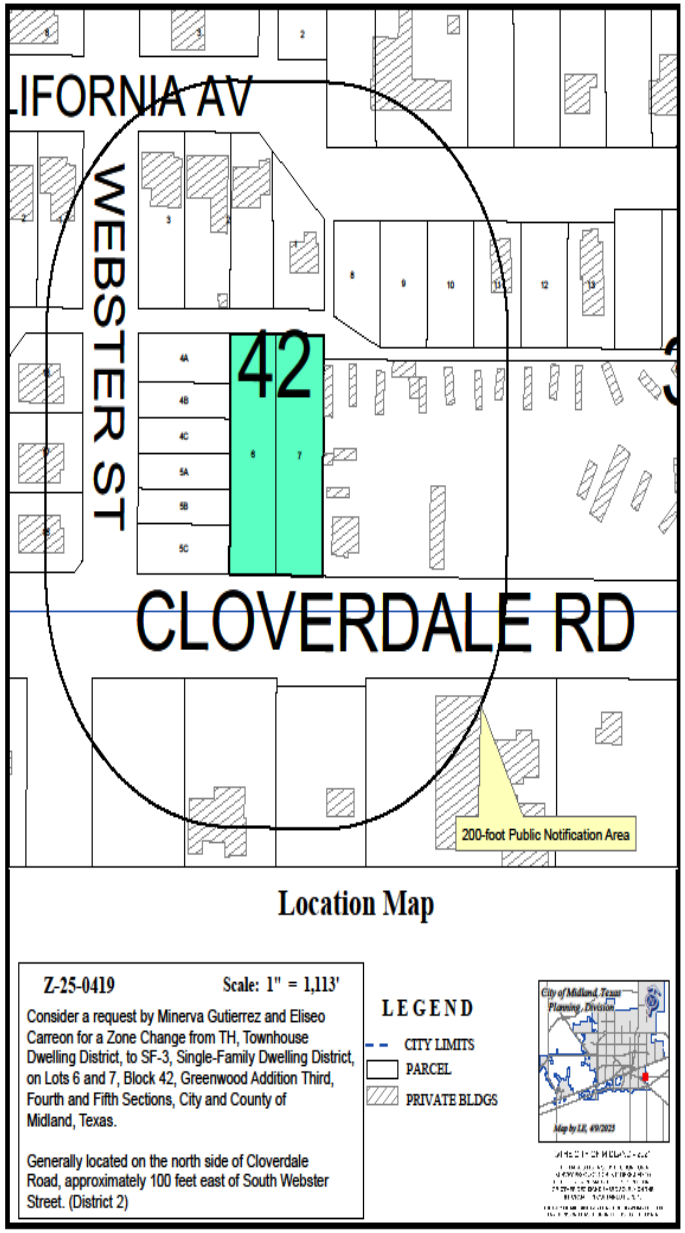



WEBSTER ST
42
4A
4B
4C
5A
5B
5C
CLOVERDALE RD


MIDLAND
Be the Energy!
ITEM
ZONE CHANGE REQUEST
2305 and 2307 CLOVERDALE ROAD
Visit Our Website
MIDLANDTEXAS.GOV

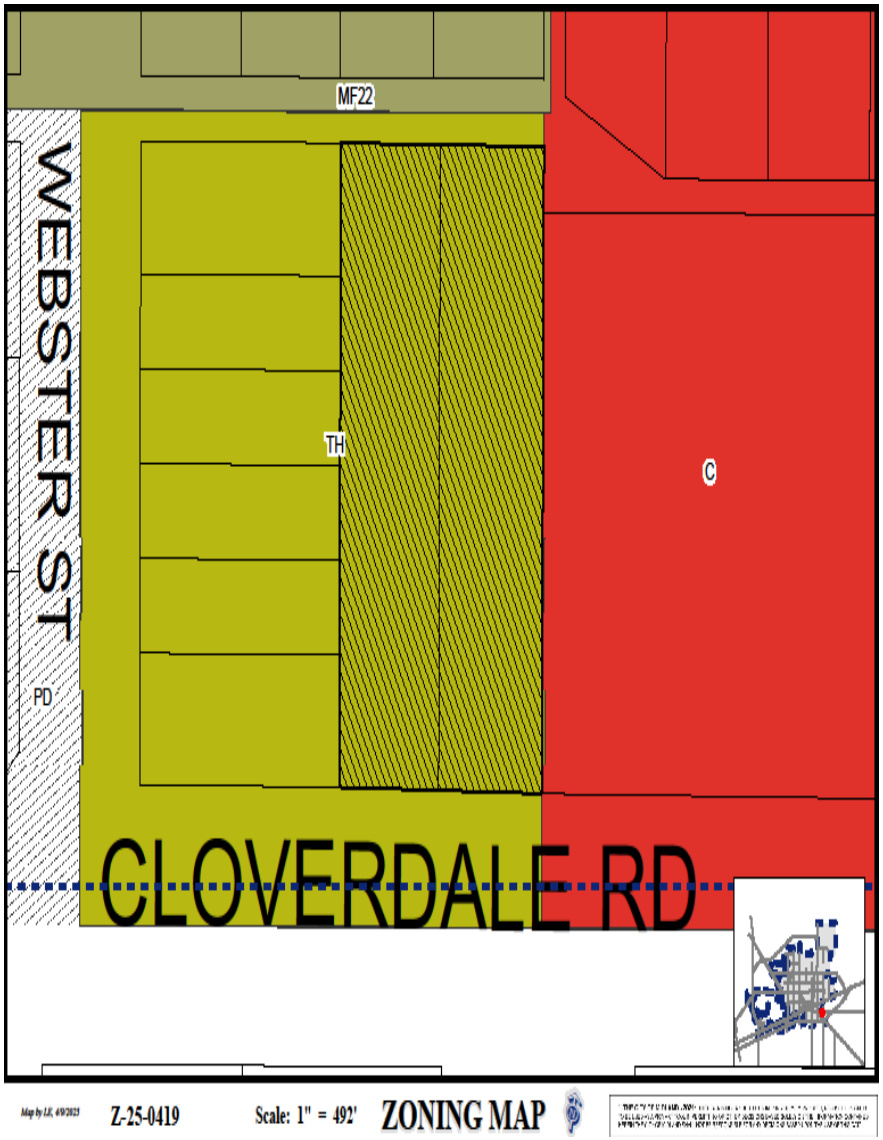
APPLICATION SUMMARY

- **Property Owners:** Minerva Gutierrez and Eliseo Carreon
- **Zone Change:** TH, Townhouse to SF-3, Single-Family Dwelling District for two homes
- **Address:** 2305 and 2307 Cloverdale Road (District 2)
- **Reason for Request:** To be able to build two single-family dwellings.



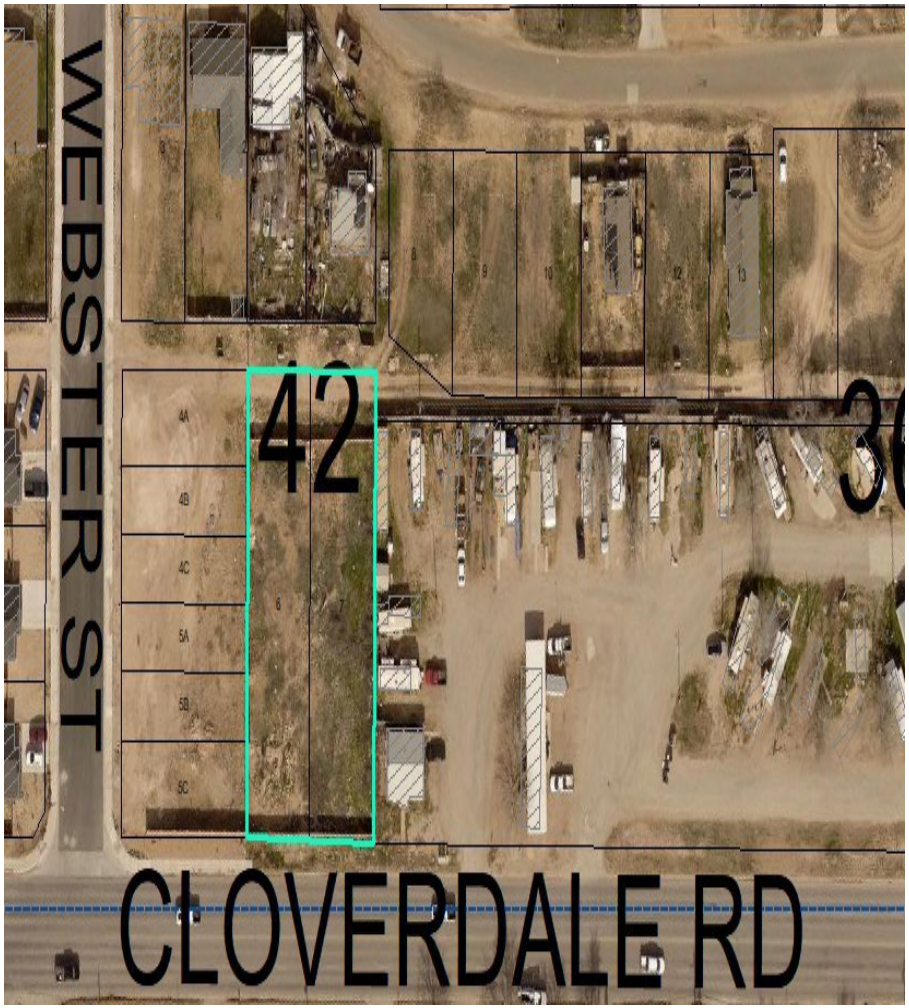
ZONING

- **Current Zoning:** TH, Townhouse (Attached) Dwelling District
- **Surrounding Zoning:**
  - East: C, Commercial District
  - South: SF-3, Single-Family Dwelling District
  - North/West: MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use of the Property:** Vacant Lots
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
  - East: Mobile Home Park
  - West: Vacant Lots
  - North/South: Residential

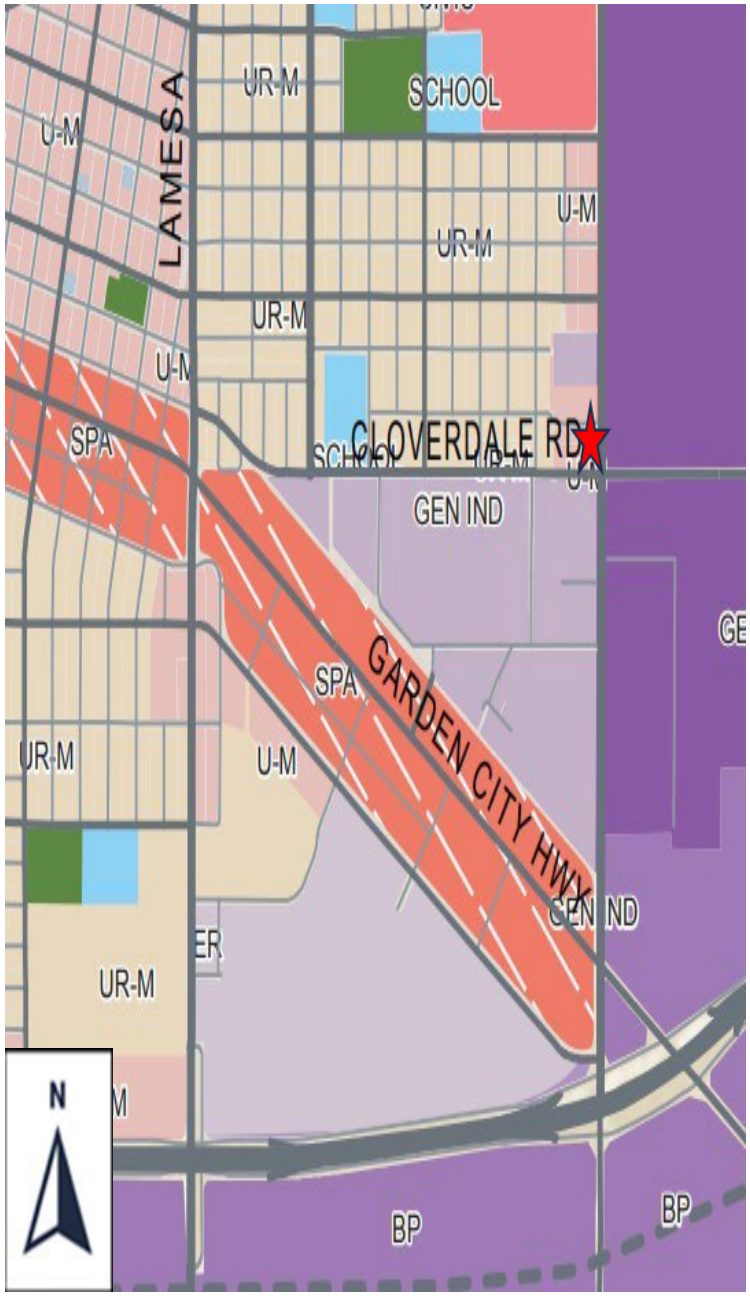




On Cloverdale Road, Looking North

COMPREHENSIVE PLAN

- **TCT Land Use Designation:** Urban Medium,UR-M
- **Supported Uses:**
  - A mix of housing types, including single-family detached, single-family attached, and townhouses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this zone change from **TH, Townhouse (Attached) Dwelling District** to **SF-3, Single-Family Dwelling District**.



MISSION

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



City Council Meeting

Item Number: 21

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Lori Elliott, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 70 FEET SOUTH OF EAST INDIANA 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 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Jorge Chavez is requesting a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District for the development of a single-family residential dwelling unit on a property located at 302 South Stonewall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

The property is situated in an area with a mix of zoning designations and land uses. To the east, the surrounding properties are zoned as C, Commercial District and consist of single-family dwellings and vacant lots. The property to the south is zoned C, Commercial District, and is used for a single-family dwelling. The property to the west is zoned RR, Regional Retail District, and is a vacant lot. The property to the north is zoned C, Commercial District, and is used for a single-family dwelling.

Analysis:

The subject property is located at 302 South Stonewall Street. It is currently zoned C, Commercial District. This zoning district does not permit a single-family detached dwelling. The property is currently a vacant lot. The applicant has requested a zone change to SF-3, Single-Family Dwelling District, which would allow for the construction of a single-family residence. The property meets the minimum lot dimension requirements of the SF-3, Single-Family Dwelling District, zoning [Midland City Code 4.03]. Surrounding properties have progressively transitioned to SF-3 zoning, aligning with the evolving character of the neighborhood and its single-family residential development.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Residential-Medium (UR-M). Potential zoning for this designation calls for Single-Family Dwelling Districts, making this request compatible.

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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning

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:

Staff recommends approval of this Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 2, 2025, staff has received no letters of objection for this request.

Attachments:

Application
Maps
Survey
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 8, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH STONEWALL STREET, APPROXIMATELY 70 FEET SOUTH OF EAST INDIANA 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 Lot 2, Block 8, Greenwood Addition, Section 2, 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 C, Commercial 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, Interim City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0421

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Jorge Chavez		Phone (432) 889-7005 Email jorgechavez22@g	
Address 704 S. Loraine St.	City Midland	State Tx	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: ~~Jorge Chavez~~ Magrym Consulting Printed Name: Ed Aleman		Phone (432) 254-0321 Email ed.aleman@magrym.com	
Address 800 N. Marienfeld Suite 100	City Midland	State Tx	Zip 79701

Street Address: 302 Stonewall

Legal Description
Lot: 2 Block: 8 Subdivision: Greenwood

Current Zoning: C

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Construction of residence

Present Use of Property: Vacant

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare? NA

Describe how conditions affecting the property have changed since present zoning designation: NA

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:
Applicant (printed):	
Property Owner (signature): Jorge Chavez	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Jorge Chavez, 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.

Eduardo J Aleman
Authorized Agent *(signature)*

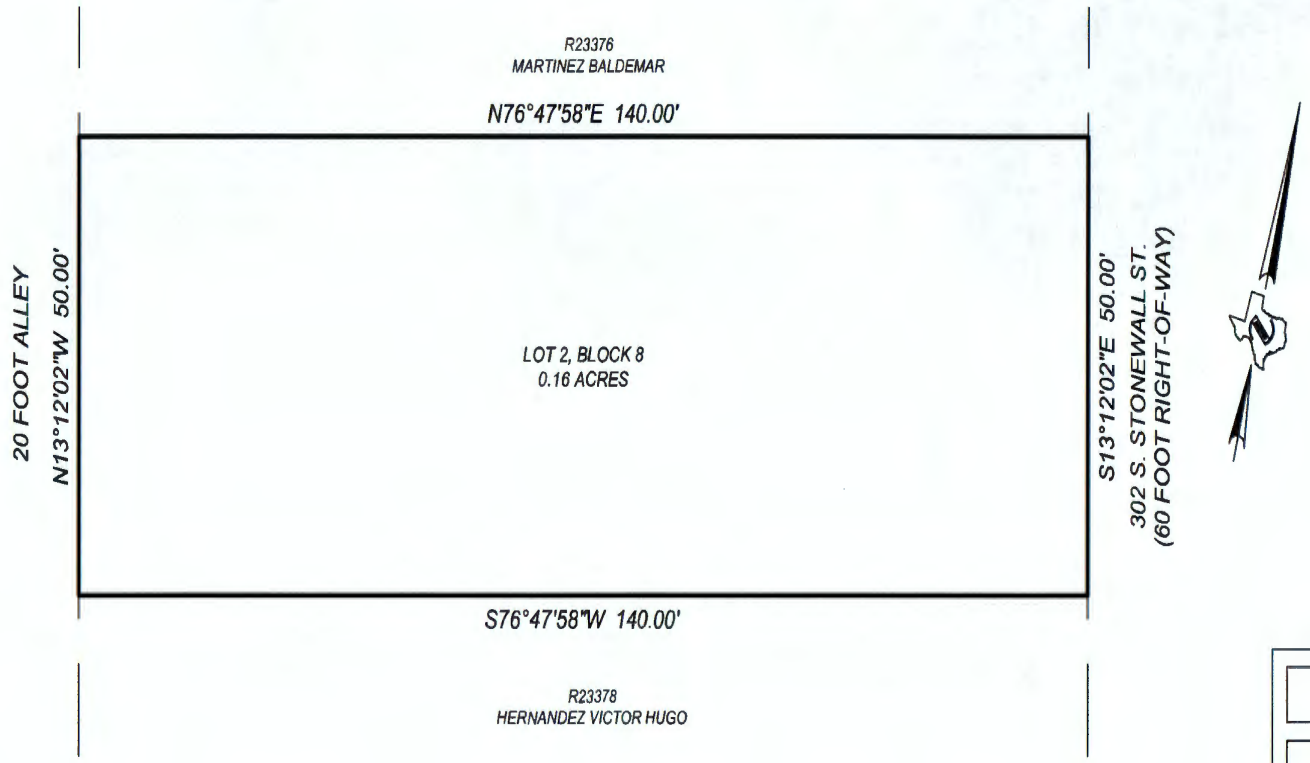
Subscribed and sworn to before me, this 19th day of March, 2025, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 2564	
Received By: Prelliott	Date: RECEIVED APR 07 2025 Initial:

Application will not be considered for scheduling until reviewed by a planner.



SURVEY

LOT 2, BLOCK 8

GREENWOOD ADDITION,

AN ADDITION TO THE CITY
OF MIDLAND
AS PER PLAT OF RECORD
IN
VOLUME 701, PAGE 701,
PLAT RECORDS,

MIDLAND COUNTY, TEXAS.

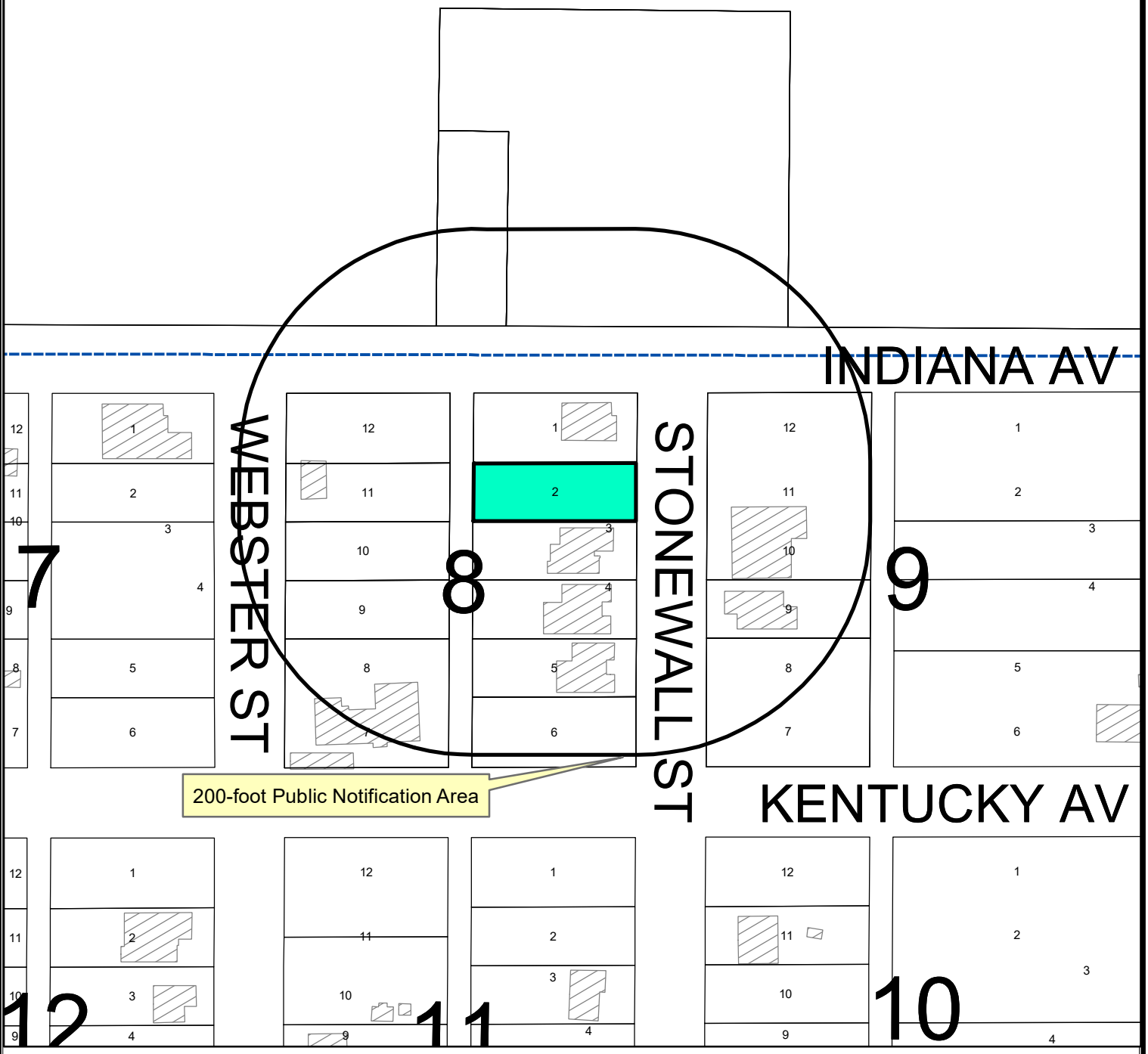
MAGRYM

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM
No. 10149500
Office (432) 684-5548

SCALE: 1" = 20'

PROJECT: 24-
JOB NO: 24-



Location Map

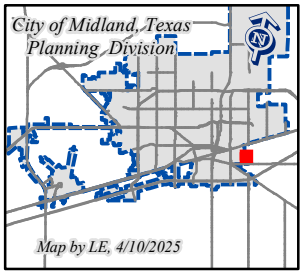
Z-25-0421 **Scale: 1" = 1,489'**

Consider a request by Magrym Consulting, on behalf of Jorge Chavez, for a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District, on Lot 2, Block 8, Greenwood Addition, Section 2, City and County of Midland, Texas.

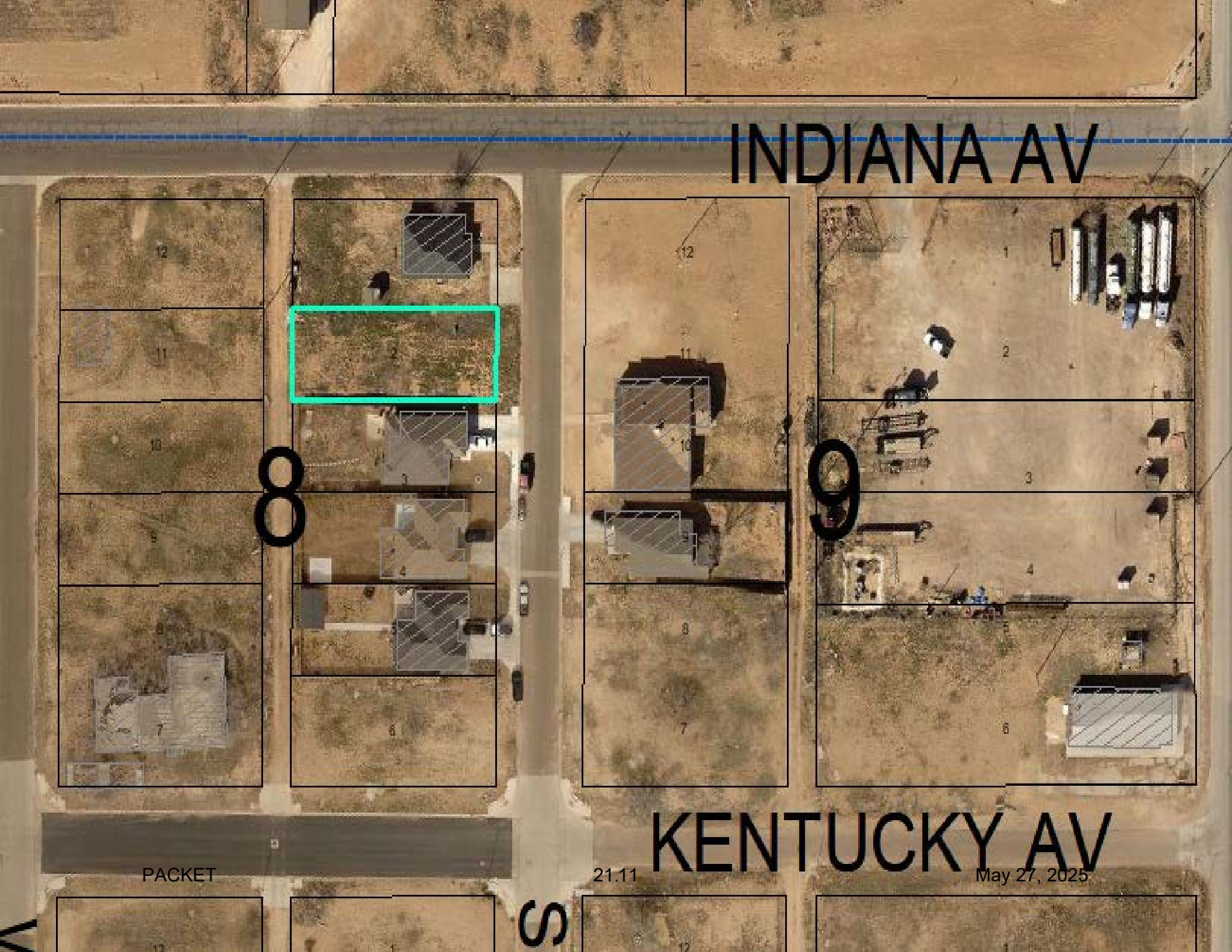
Generally located west of South Stonewall Street, approximately 70 feet south of East Indiana Avenue. (District 2)

LEGEND

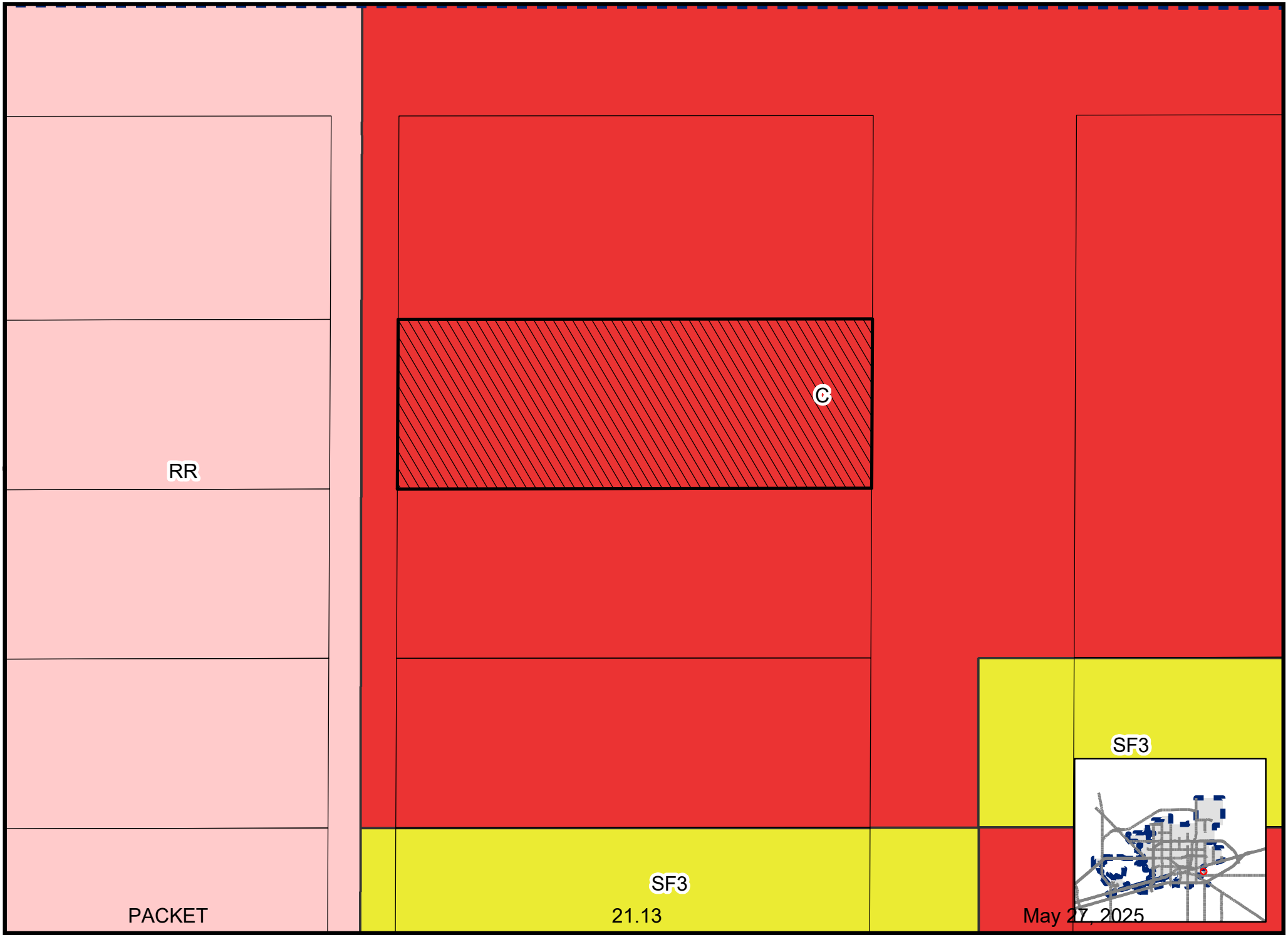
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.


INDIANA AV
8
9
KENTUCKY AV





Map by LE, 4/11/2025

Z-25-0421

Scale: 1" = 426'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Be the Energy!

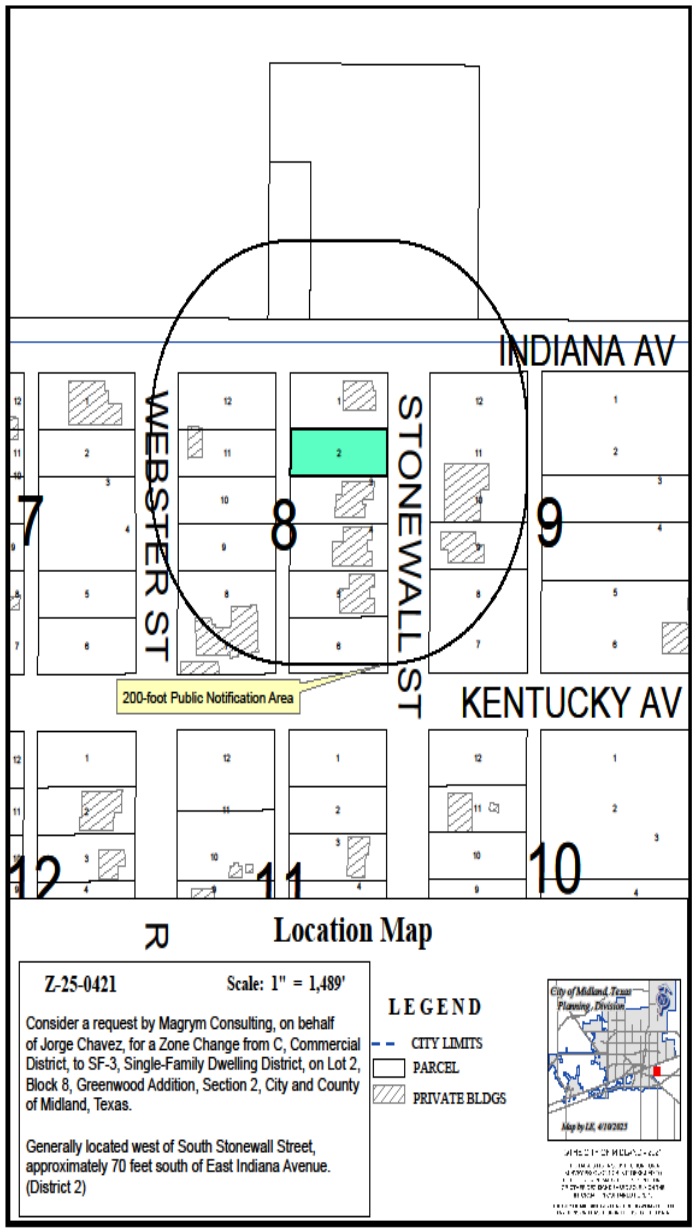
302 SOUTH STONEWALL STREET

ZONE CHANGE

Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

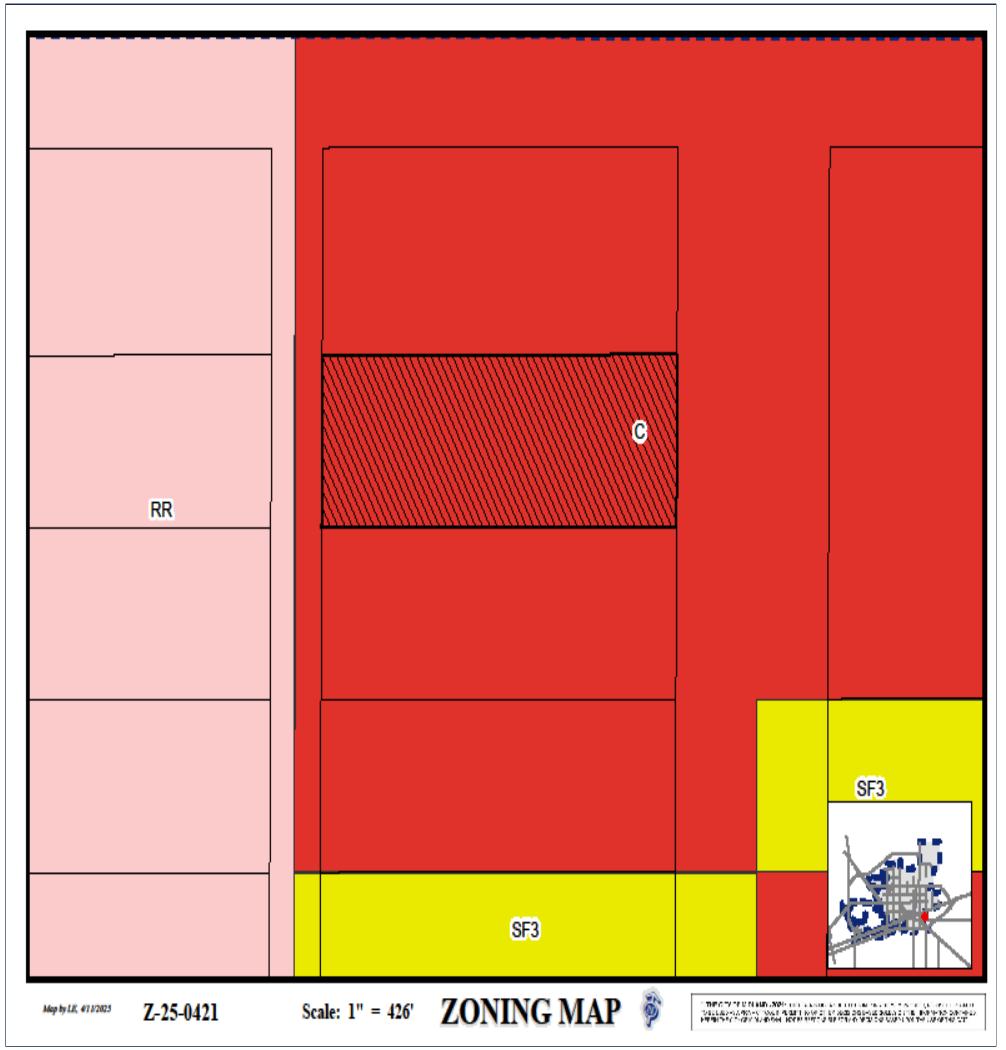
- **Property Owner:** Jorge Chavez
- **Representative:** Ed Aleman, with Magrym Consulting
- **Application Type:** Zone Change
- **Location:** 302 South Stonewall Street (Council District 2)



MIDLAND
Be the Energy!

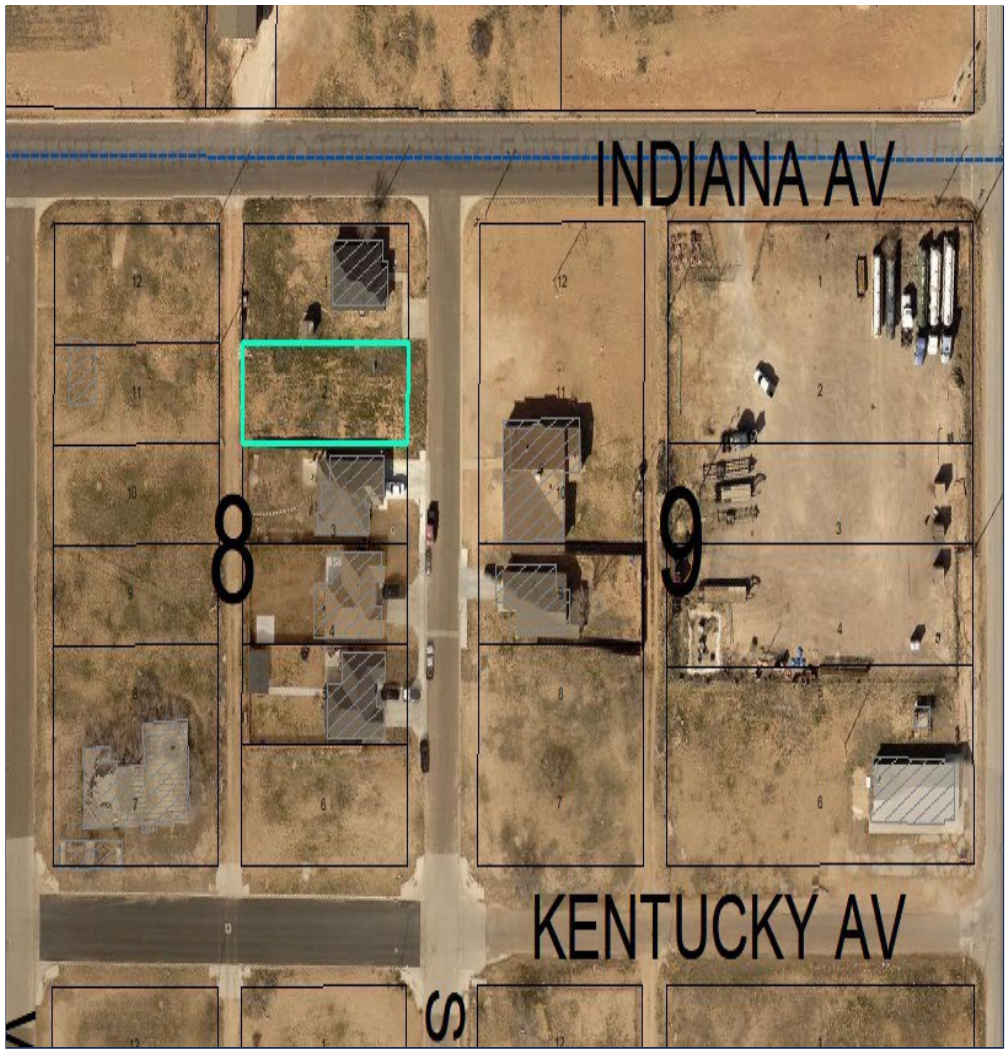
ZONING

- **Current Zoning:** C, Commercial District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District
- **Surrounding Zoning:**
- **North/South/East:** C, Commercial District
- **West:** RR, Regional Retail District



LAND USE

- **Current Use:** Vacant Lot
- **Proposed Use:** Single-Family Dwelling
- **Surrounding Uses:**
- **North/South/East:** Single-Family Housing
- **West:** Vacant Lot



SITE PHOTO

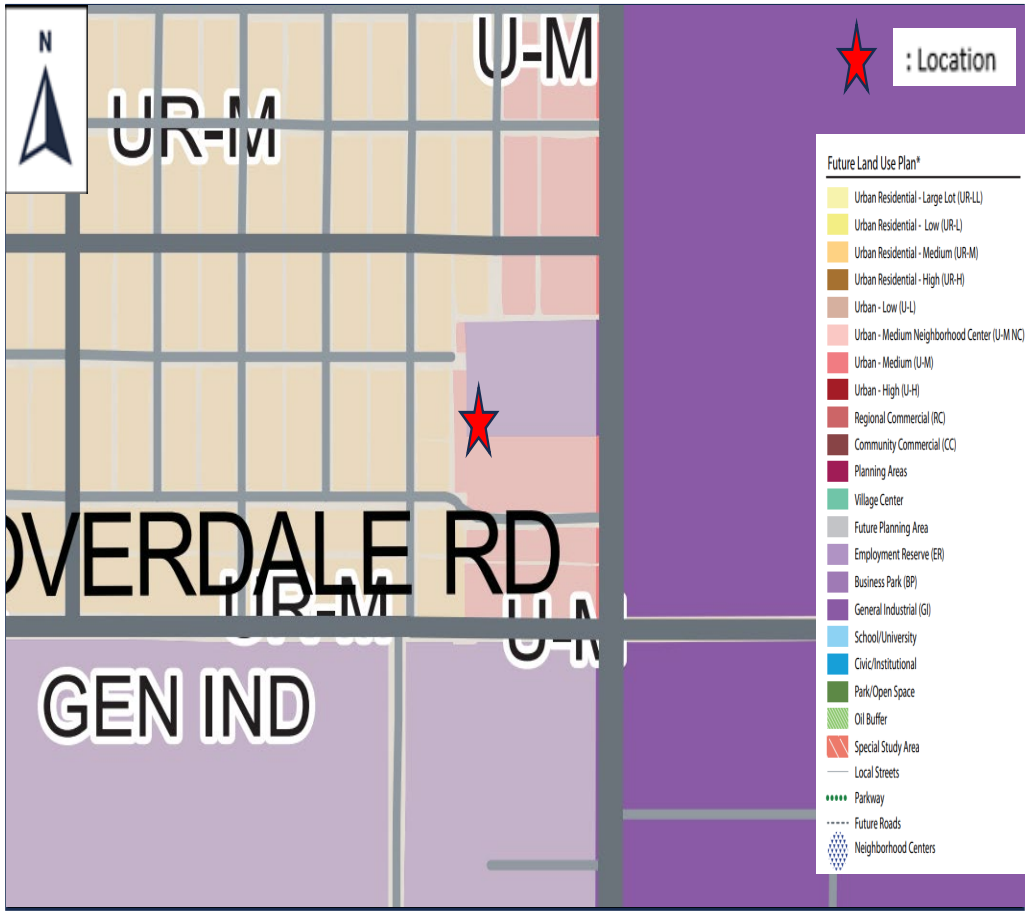


On South Stonewall Street, Looking West

MIDLAND
Be the Energy!

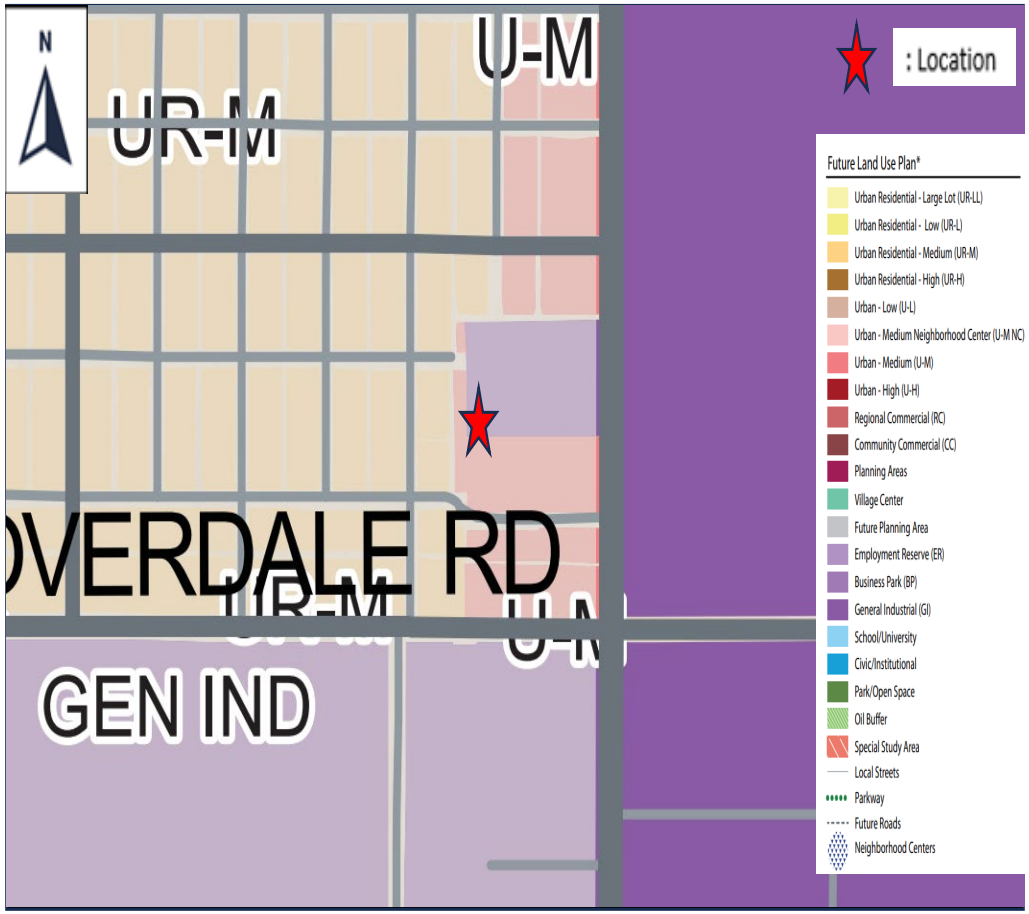
COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Urban Residential-Medium (UR-M)
- **Supported Uses:**
- Restrictive land use, emphasizing a mix of housing styles including single-family detached, single-family attached, and townhouses

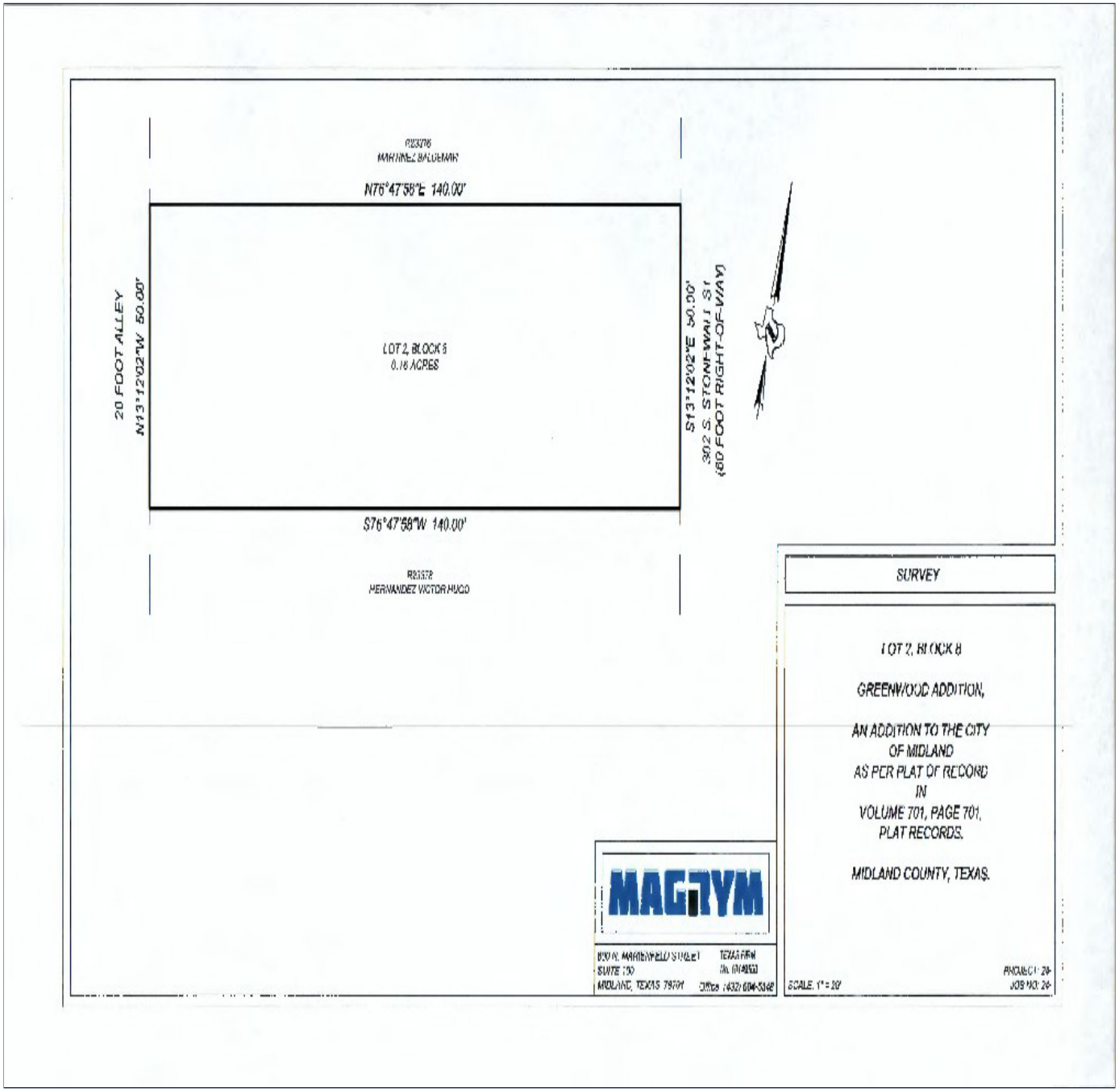


COMPREHENSIVE PLAN ANALYSIS

- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



SURVEY


R23376
MARTINEZ BALDEMAR
N76°47'58"E 140.00'
20 FOOT ALLEY
N13°12'02"W 50.00'
LOT 2, BLOCK 8
0.16 ACRES
S13°12'02"E 50.00'
302 S. STONEWALL ST
(80 FOOT RIGHT-OF-WAY)
S76°47'58"W 140.00'
R23378
HERNANDEZ VICTOR HUGO
SURVEY
LOT 2, BLOCK 8
GREENWOOD ADDITION,
AN ADDITION TO THE CITY
OF MIDLAND
AS PER PLAT OF RECORD
IN
VOLUME 701, PAGE 701,
PLAT RECORDS.
MIDLAND COUNTY, TEXAS.
MAGTYM
SCALE: 1" = 20'

STAFF RECOMMENDATION

- No objections received.
- Therefore, staff recommends **APPROVAL** of this Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District.



MISSION

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



City Council Meeting

Item Number: 22

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 20A, BLOCK 109, WILSHIRE PARK ADDITION, SECTION 17, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF THOMASON DRIVE, APPROXIMATELY 230 FEET EAST OF LOOP 250 WEST); 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) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

Maverick Engineering, on behalf of Chet Gray and Wesley Gray, is requesting a zone change from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District, on a property located at 5400 Thomason Drive to operate a car wash.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Strong Economy With More Quality Jobs

Discussion:

Current Zoning:

RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part

Surrounding Zoning and Land Use:

Surrounding zoning includes LR, Local Retail District, to the north and east and RR, Regional Retail District, to the west and south. Surrounding land use includes City owned Communication Towers to the north, a Dollar General to the north and east, a Frost Bank to the west and gas stations to the west and south.

Analysis:

The subject property is zoned RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part. Maverick Engineering is seeking this zone change in in order to operate a currently abandoned car wash. Bank or Financial Institution is an allowed use in the RR, Regional Retail District, zoning as well as the PD, Planned Development District for a Shopping Center, underlying LR- 1, Local Retail District zoning. The reason for this request is due to the PD ordinance for this property requiring that any development shall conform to an included site plan.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as Community Commercial, a designation which 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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning

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 with Conditions)

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:

Therefore, staff recommends approval of this Zone Change from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District.

Letters of Objection:

Staff has received no letters of objection for this request as of May 9, 2025.

Attachments:

Application
Site Plan
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 20A, BLOCK 109, WILSHIRE PARK ADDITION, SECTION 17, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF THOMASON DRIVE, APPROXIMATELY 230 FEET EAST OF LOOP 250 WEST); 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 20A, Block 109, Wilshire Park Addition, Section 17, City and County of Midland, Texas (the "Property"), to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0417

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: SEE REPRESENTATIVE		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: CHET GRAY AND WESLEY GRAY		Phone (432)262-0999 Email midlanddentist@aol.com	
Address 2701 W CUTHBERT AVE	City MIDLAND	State TEXAS	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET SUITE K	City MIDLAND	State TEXAS	Zip 79701

Street Address: 5400 THOMASON DRIVE

Legal Description
Lot: 20A Block: 109 Subdivision: WILLSHIRE PARK ADDITION, SECTION 17

Current Zoning: RR AND PD (ORDINANCE NO. 7858)	**Proposed Zone:** RR *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: TO MATCH THE EXISTING ZONING DESIGNATION FOR MOST OF THE PROPERTY

Present Use of Property: ABANDONED CAR WASH

Proposed Use of Property: CAR WASH

How would this zone change affect the public health, safety and welfare? NO CHANGE SINCE IT IS A CAR WASH STILL

Describe how conditions affecting the property have changed since present zoning designation: THE OWNER WOULD LIKE TO MAKE UPGRADES/ IMPROVMENTS TO THE SITE. SEE VIVIL CONSTRUCTION PLANS ON FILE IN THE PERMITS DEPARTMENT.

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): SEE REPRESENTATIVE	Date:
Applicant (printed):	
Property Owner (signature):	Date: 3/3/25
Property Owner (printed) : Wesley Gray Chet K. Gray	

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 Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Lot 20A BLK 109 or authorized by Chet & Wesley, 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 10th day of March, 2025, to certify which witness my hand and seal of office.

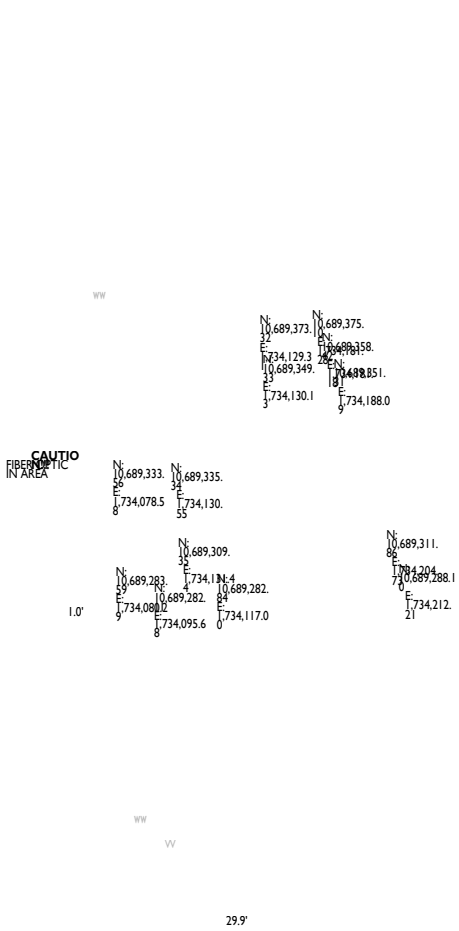
SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

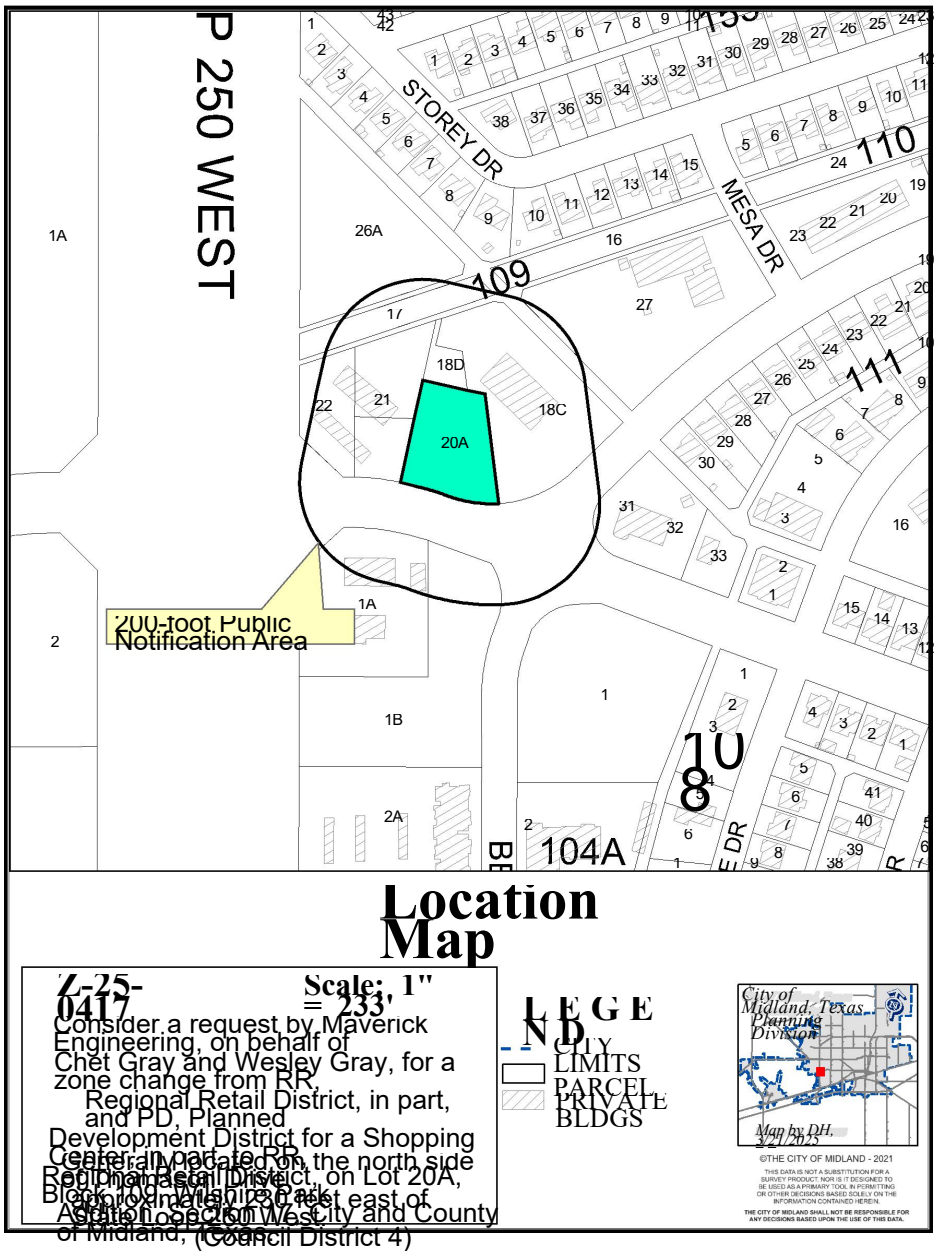
FOR OFFICE USE ONLY

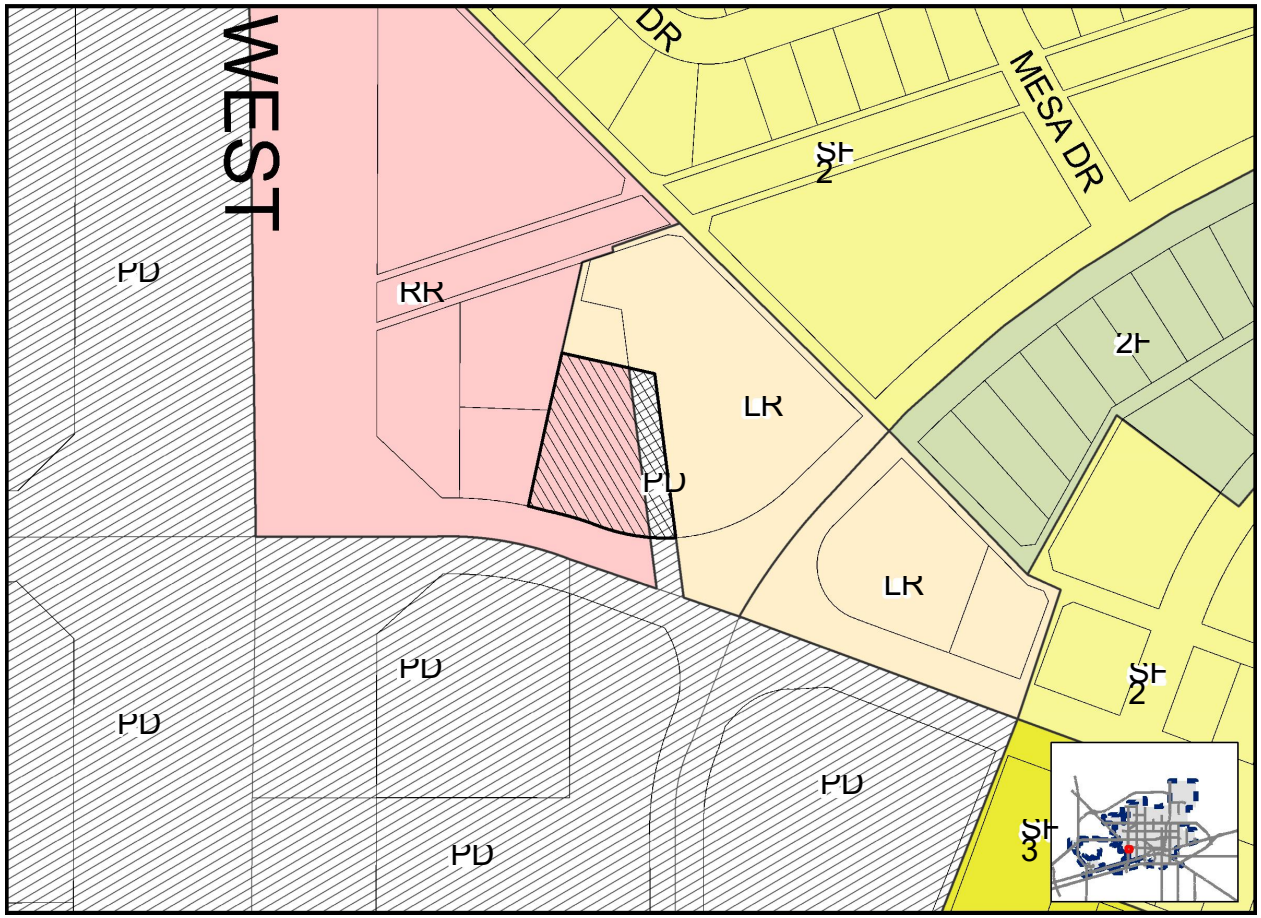
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5204	
Received By: Madeline Dorper	Date: RECEIVED MAR 10 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****


0'
20'
40'
60'
SCALE 1" = 20'
LEGEND
FOUND MONUMENT AS NOTED
EXISTING CABLE BOX
EXISTING ELECTRIC PANEL
EXISTING LIGHT POLE
EXISTING MANHOLE
EXISTING SIGN
EXISTING MANHOLE
EXISTING PROPERTY LINES
EXISTING EASEMENT LINE
EXISTING 6" WATER MAIN
EXISTING 8" WATER MAIN
CONCRETE
LANDSCAPING ROCK
BENCHMARK:
BEARINGS, DISTANCES AND COORDINATES SHOWN ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 1983.
ELEVATIONS ARE BASED ON GPS OBSERVATIONS CONFORMING TO NAVD 1988.
SURVEY PERFORMED USING BENCHMARK #1:
ENGINEERING - CONTACT MAVERICK ENGINEERING FOR CONSTRUCTION BENCHMARKS OR CONTROL STAKING
432-262-0999
DIMENSIONAL NOTE:
• DIMENSIONS SHOWN ARE TYPICALLY TO BACK OF CURB UNLESS NOTED OTHERWISE.
• SIDEWALKS WILL BE 5 FT. IN WIDTH UNLESS NOTED OTHERWISE.
CAUTION
FIBER OPTIC IN AREA
29.9'
1.0'

Know what's


P 250 WEST
STOREY DR
MESA DR
109
110
111
112
104A
20A
18D
18C
26A
1A
1B
2A
200-foot Public Notification Area
Location Map
Z-25-0417
Scale: 1" = 233'
Consider a request by Maverick Engineering, on behalf of Chet Gray and Wesley Gray, for a zone change from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District, on Lot 20A, Block 109, Section 27, approximately 240 feet east of State Loop 250 West, City and County of Midland, (Council District 4)
LEGEND
CITY LIMITS
PARCEL
PRIVATE BLDGS
City of Midland, Texas Planning Division
Map by DH, 3/21/2025
©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 DH 3/21/2025

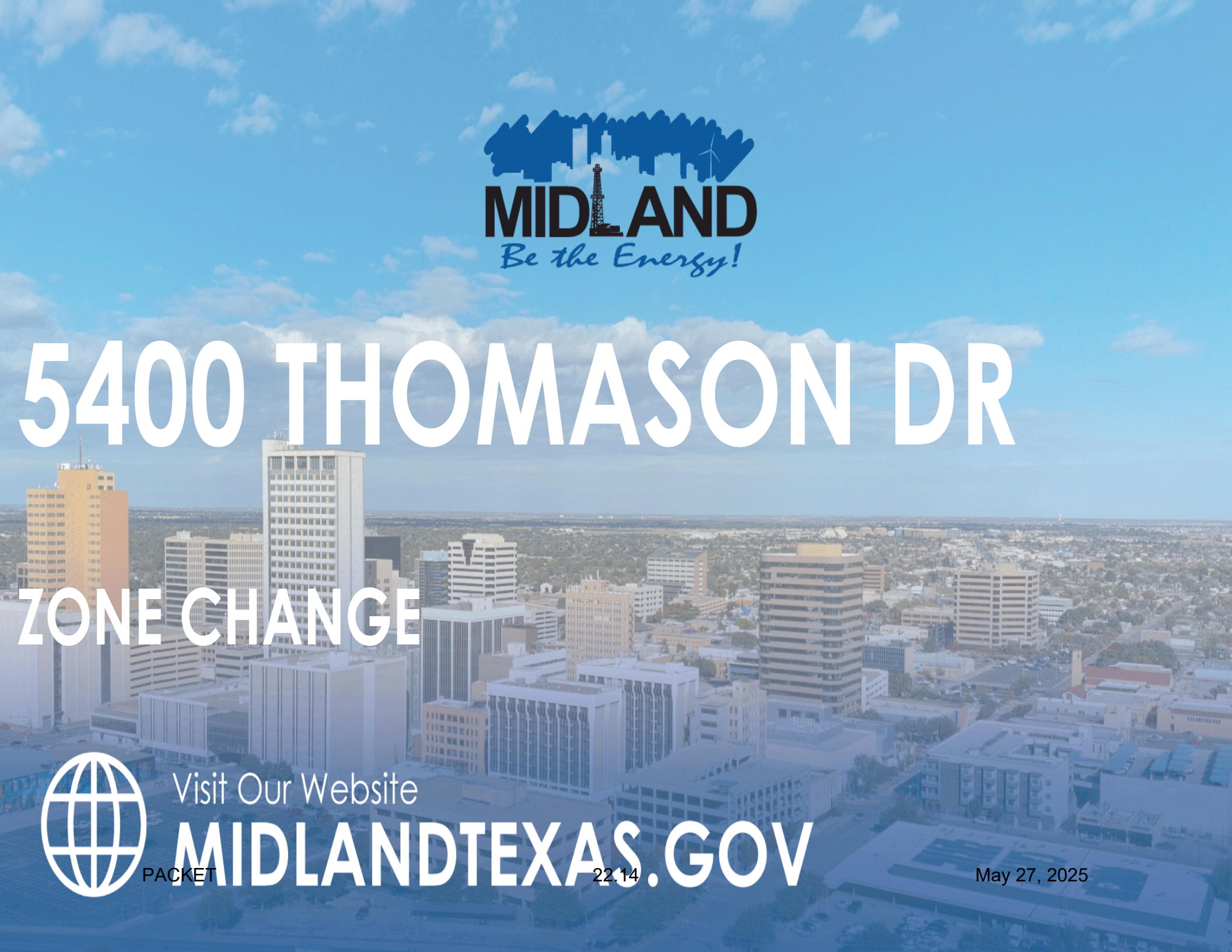
Z-25-0417

Scale: 1" = 155'

ZONING MAP

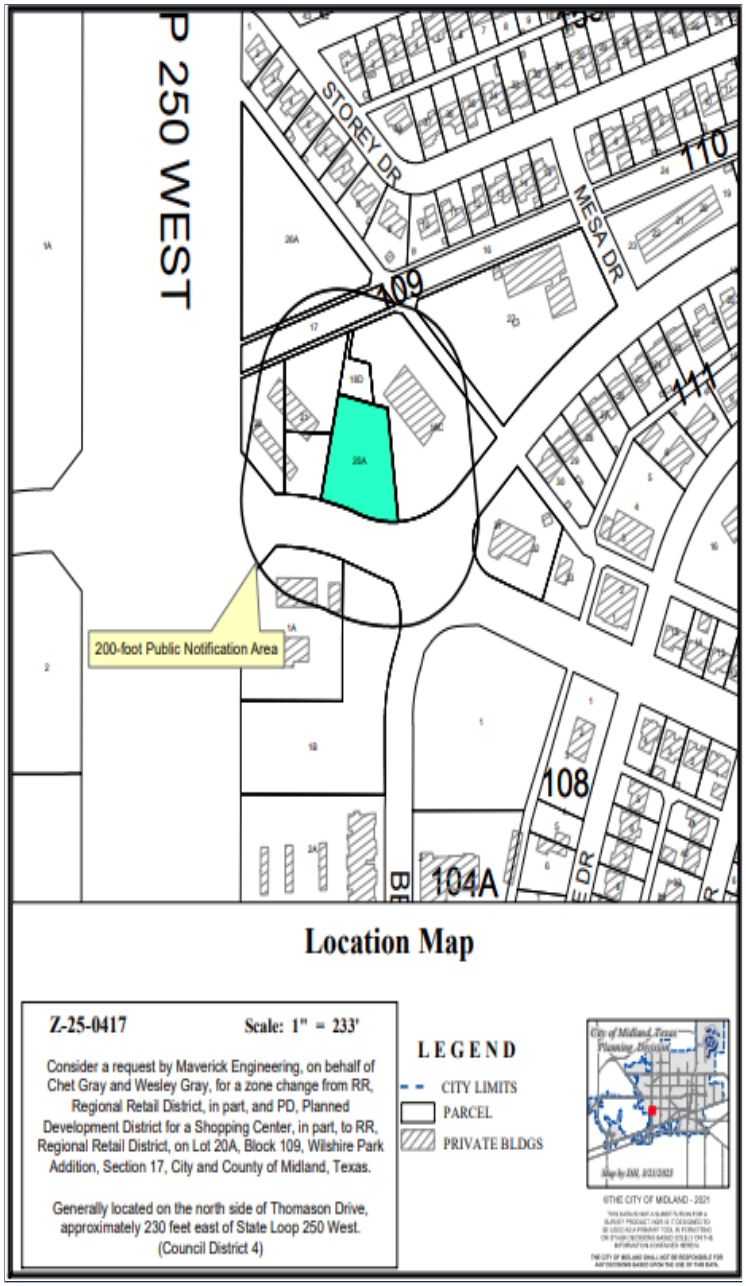
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


109
26A
16
17
18D
21
18C
20A
27
31
32
33
1


MIDLAND
Be the Energy!
5400 THOMASON DR
ZONE CHANGE
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

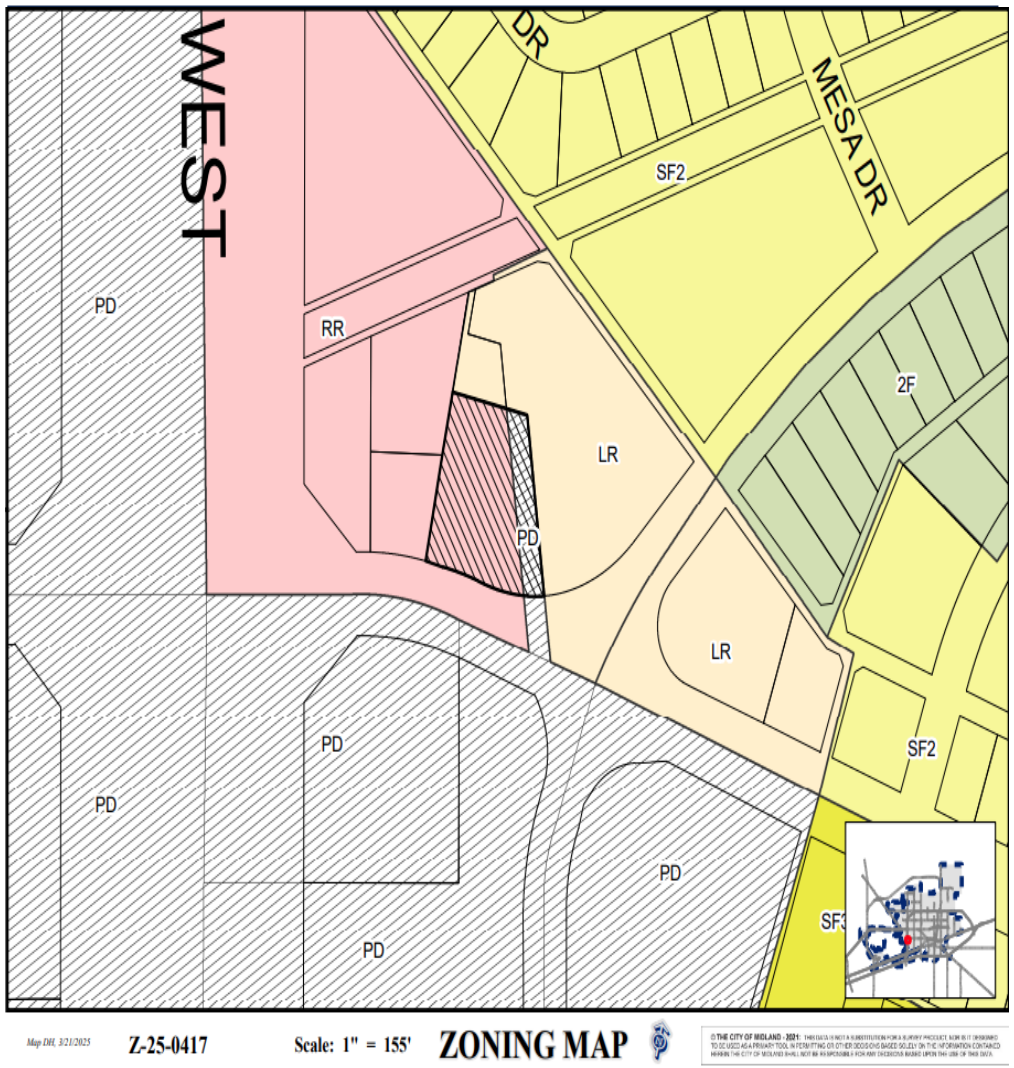
- **Property Owner & Developer:** Chet Gray and Wesley Gray
- **Representative:** Maverick Engineering
- **Application Type:** Zone Change
- **Address:** 5400 Thomason Drive (District 4)



MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part
- **Proposed Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/East:** LR, Local Retail District
  - **South/West:** RR, Regional Retail District



LAND USE

- **Current Use:** Abandoned car wash
- **Proposed Use:** Car wash
- **Surrounding Uses:**
  - **North:** City owned Communication Towers and a Dollar General
  - **South:** Gas stations
  - **East:** Dollar General
  - **West:** Gas stations and a Frost Bank



MIDLAND
Be the Energy!

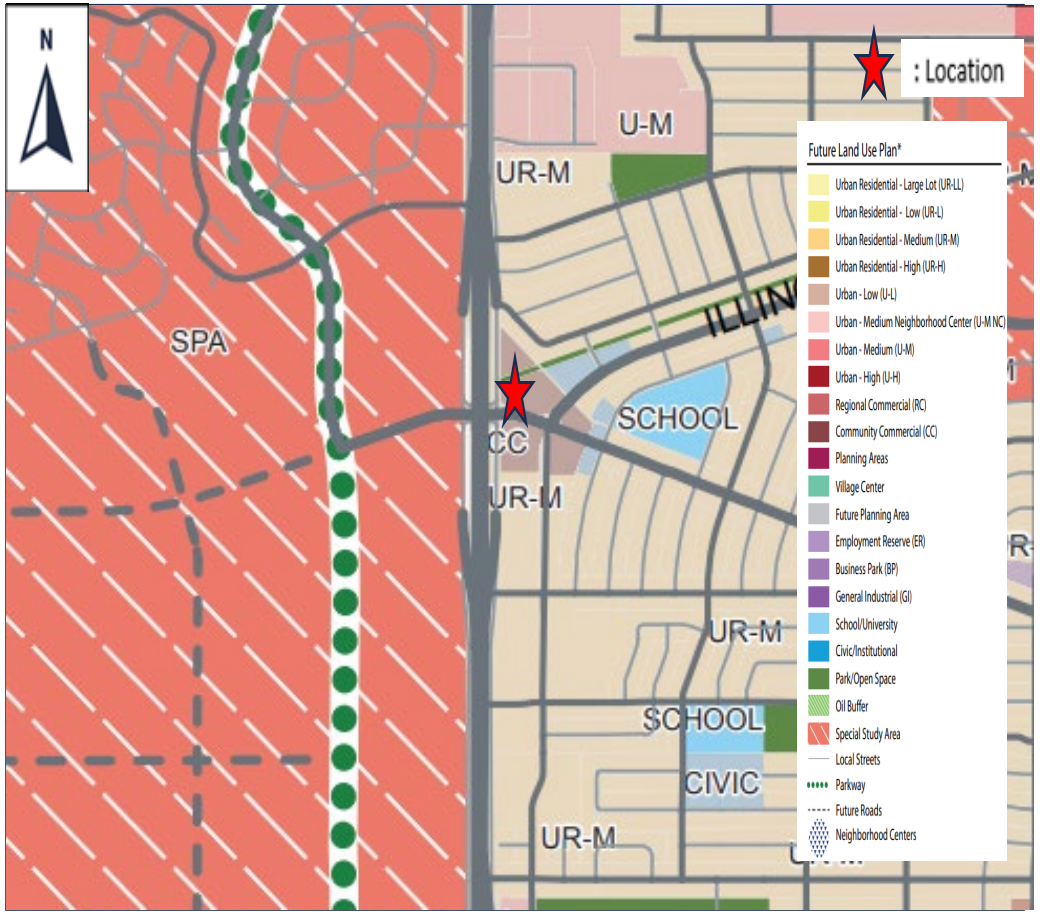
SITE PHOTO



On Thomason Drive, Looking North

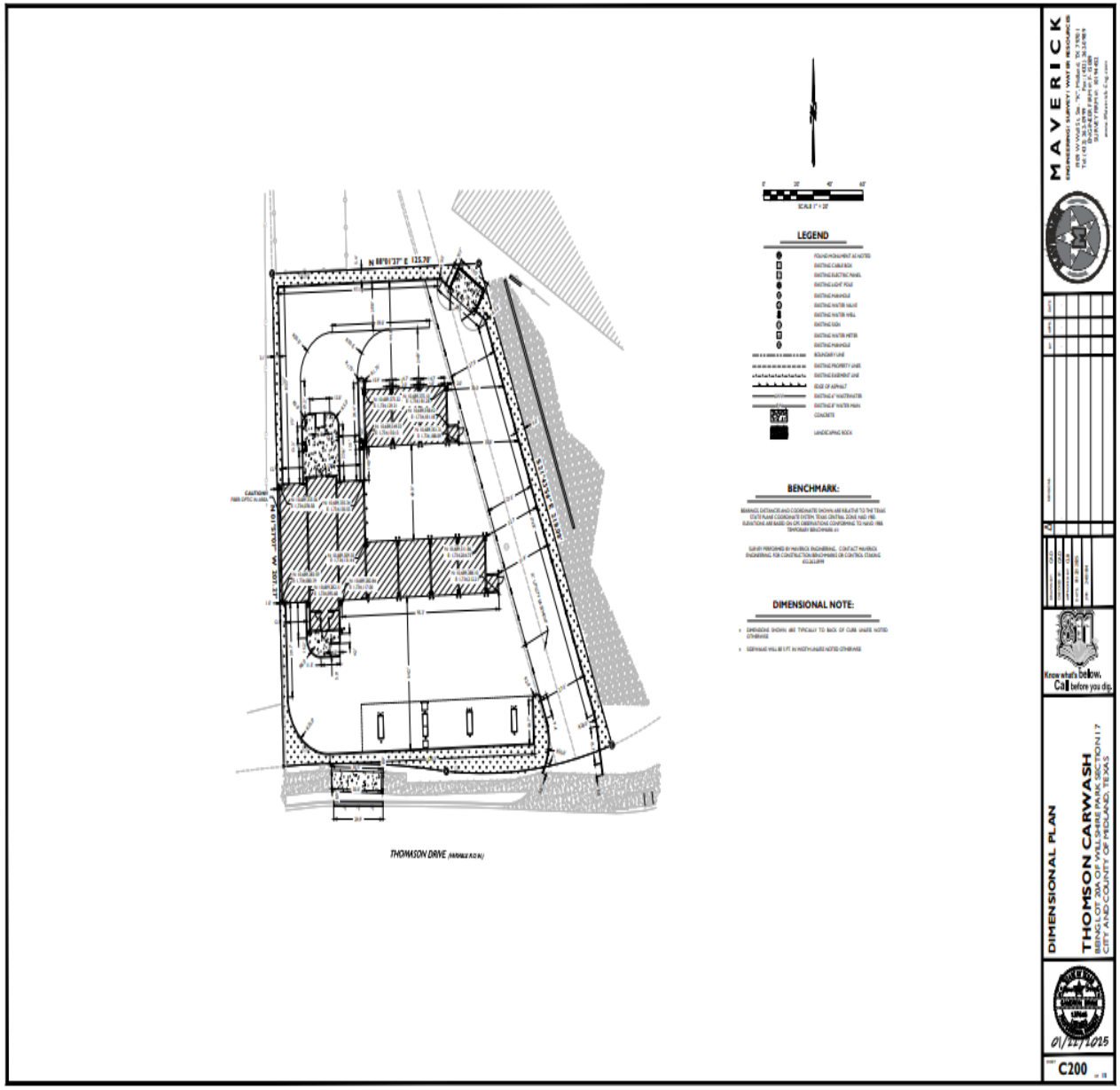
COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - Community Commercial
- **Supported Uses:**
  - No policies established



MIDLAND
Be the Energy!

SITE PLAN



MIDLAND
Be the Energy!

STAFF RECOMMENDATION

- The Planning & Zoning Commission recommended approval of this request on April 7, 2025.
- Therefore, staff recommends **APPROVAL** of this Zone Change from RR, Regional Retail District, in part, and PD, Planned Development District for a Shopping Center, in part, to RR, Regional Retail District.



MISSION

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



City Council Meeting

Item Number: 23

Meeting Date: May 13, 2024, May 27, 2025

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 29.19-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL); 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)

Purpose:

Parkhill is requesting a Zone Change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial District for the removal of existing PD, Planned Development District, in order to make the zoning consist throughout the entirety of the property and develop for warehousing/distribution, on a 29.19-acre tract of land located on the north side of Cholla Road.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part

Surrounding Zoning and Land Use:

The property to the north is zoned LI, Light Industrial District, and is currently a vacant lot. The property to the east is zoned RR, Regional Retail District and is used for a gas station and convenience store. The properties to the south are zoned PD, Planned Development District for Housing Development, and are currently vacant. The property to the west is in the extraterritorial jurisdiction, which does not have zoning, and is currently a vacant lot.

Analysis:

The applicant is seeking this zone change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial District, to remove the existing PD, Planned Development District, in order to make the zoning consistent for the entirety of the property. This vacant lot has two different zonings and should be changed to reflect one zoning for the entire property.

Changing this zone would help the future development of this area. The applicant intends to develop the property for warehousing/distribution, which is an allowed us in the LI, Light Industrial District. This property is currently being platted, and the proposed lot conforms to the LI, Light Industrial District requirements.

This request is not consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as BP, I-20 Business Park District, but it is compatible with the surrounding area.

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.

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning.

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 BP, I-20 Business Park District, in part, and PD, Planned Development District for a shopping center, in part**,** to LI, Light Industrial District.

Letters of Objection:

Staff has not received any letters of objection as of May 2, 2025.

Attachments:

Application
Survey
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 29.19-ACRE TRACT OF LAND OUT OF SECTION 12, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM BP, I-20 BUSINESS PARK DISTRICT, IN PART, AND PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, IN PART, TO LI, LIGHT INDUSTRIAL DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF CHOLLA ROAD, APPROXIMATELY 845 FEET WEST OF ANTELOPE TRAIL); 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 29.19-acre tract of land out of Section 12, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to LI, Light Industrial 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 BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial 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:

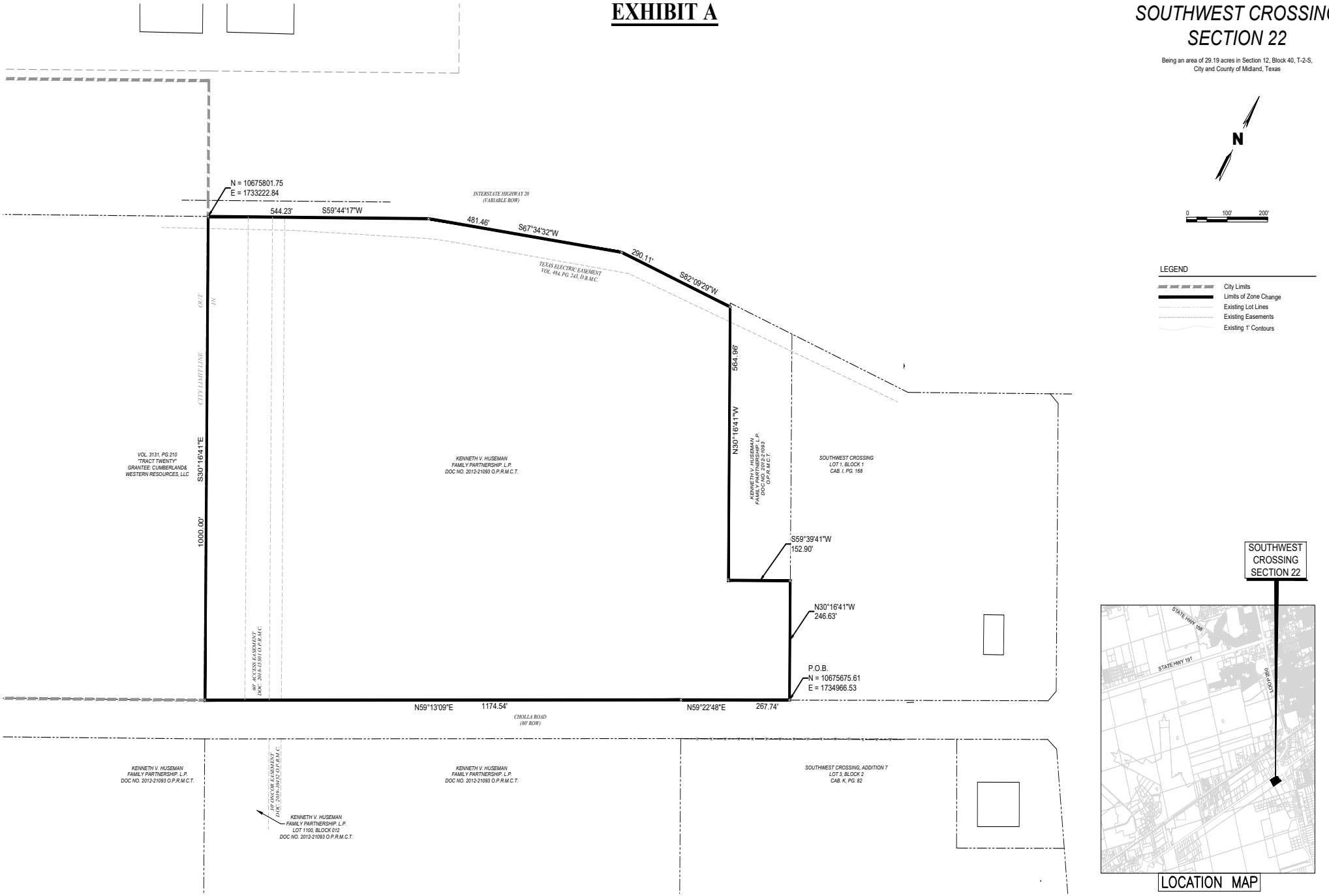
_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

ZONE CHANGE

SOUTHWEST CROSSING SECTION 22

Being an area of 29.19 acres in Section 12, Block 40, T-2-S, City and County of Midland, Texas



V:\PROJECTS\-GPS\PROJECTS\2025\44438.24\03_DESIGN\01_DWG\05D_CIVIL\08_ENTITLEMENTS\04_ZONE\ZONE 44438.DWG, 4/8/2025 10:23:1 PM, Vertex

Parkhill
Parkhill.com

Southwest Crossing 22
Zone Change Exhibit

Issue:	1.0
Date:	04/08/2025
Project No:	44438.24
Sheet:	1 of 1

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0424

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: BH DevCo			Phone ( ) Email THammer@bhdevco.com
Address 2425 E. Camelback Rd, #220	City Phoenix	State AZ	Zip 85016

Property Owner Printed Name: Kenneth Huseman Family Partnership. L.P.			Phone ( ) Email jonathan.v.huseman@gmail.com
Address P.O. Box 2309	City Granbury	State TX	Zip 76048

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Logan Derise (PROJ # 44438.24)			Phone (432) 697-1447 Email jwallender@Parkhill.com
Address 1700 West Wall, Suite 100	City Midland	State Texas	Zip 79701

Street Address: Unplatted, plat in progress - Southwest Crossing, Section 22

Legal Description
Lot: Block: Subdivision:

Current Zoning: BP, I-20 Business Park ; PD, Planned Development

Proposed Zone: LI, Light Industrial
(List by tracts if more than one district is requested)

Reason for Zone Change Request: removal of existing PD, Planned Development

Present Use of Property: unpaved roadway ; undeveloped, raw land

Proposed Use of Property: warehouse/distribution facility ; ROW dedication

How would this zone change affect the public health, safety and welfare?
No impacts to the public, PD needs to be removed for this area

Describe how conditions affecting the property have changed since present zoning designation: No conditions have changed, PD needs to be cleaned up to match adjacent land

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): Logan S Derise	Date: 4/9/2025
Applicant (printed): Logan S. Derise	
Property Owner (signature): DocuSigned by: 8EEA2DC96ADB4D...	Date: 4/9/2025
Property Owner (printed) : Jonathan Huseman	

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 Logan Derise who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Midland County, 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.

Logan S Derise
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9 day of April, 20 25, to certify which witness my hand and seal of office.

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

Amy Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

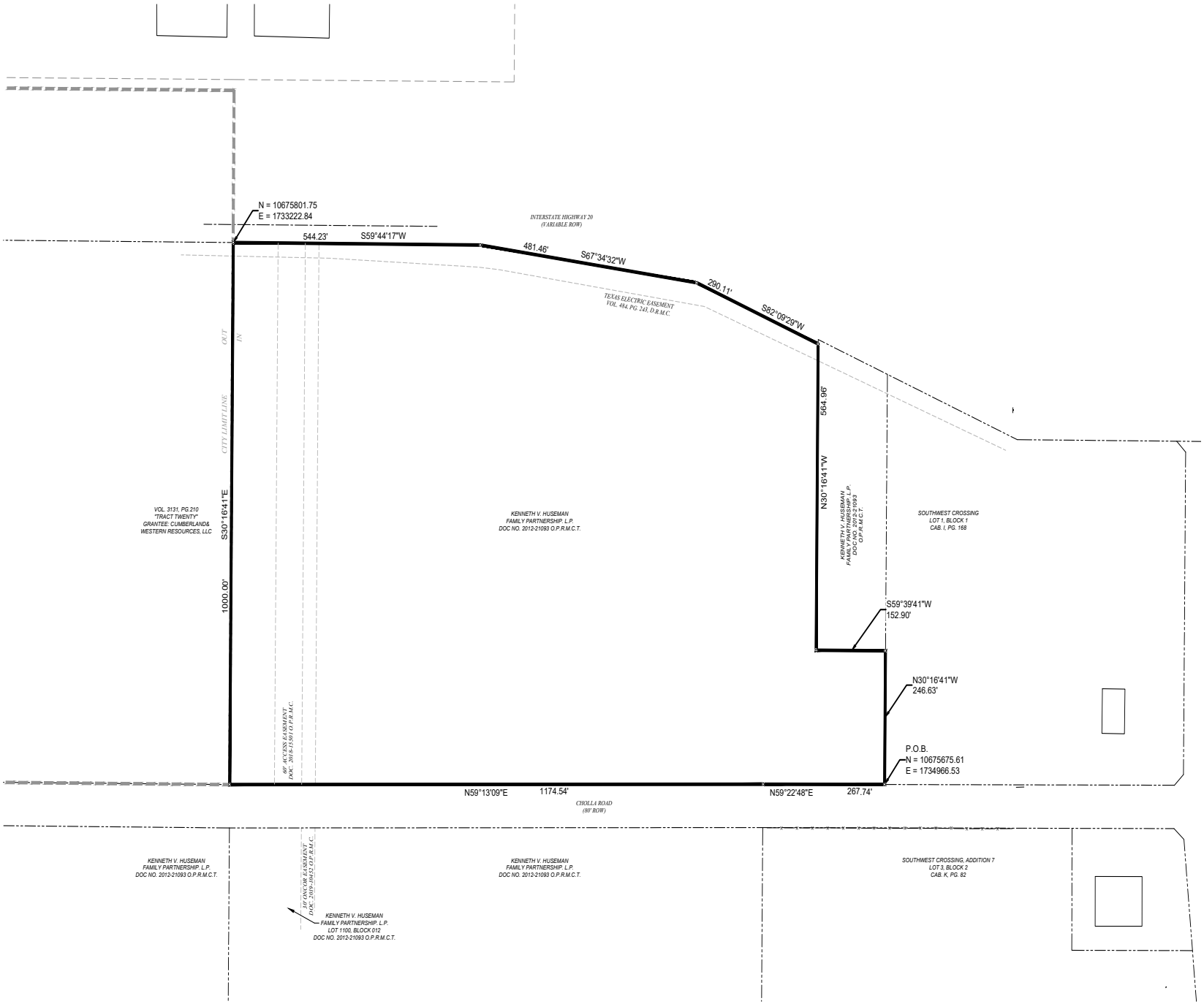
☑ Property Owner Authorization
☑ Application Fee
Check # Invoice
Received By: [signature]
APR 9 2025
Initials: _____

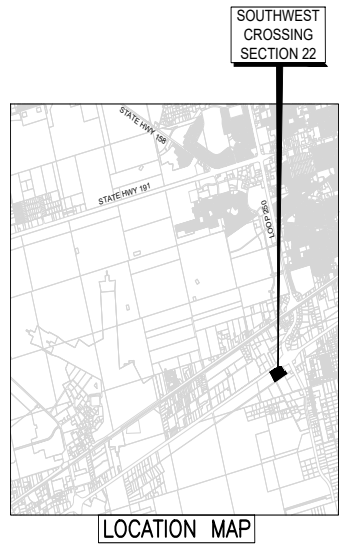
☑ Dimensioned Site Plan
☑ Plans in Digital Format (PDF/JPEG)
Date: RECEIVED APR 9 2025
Initial: _____

Application will not be considered for scheduling until reviewed by a planner.

ZONE CHANGE
SOUTHWEST CROSSING SECTION 22

Being an area of 29.19 acres in Section 12, Block 40, T-2-S, City and County of Midland, Texas



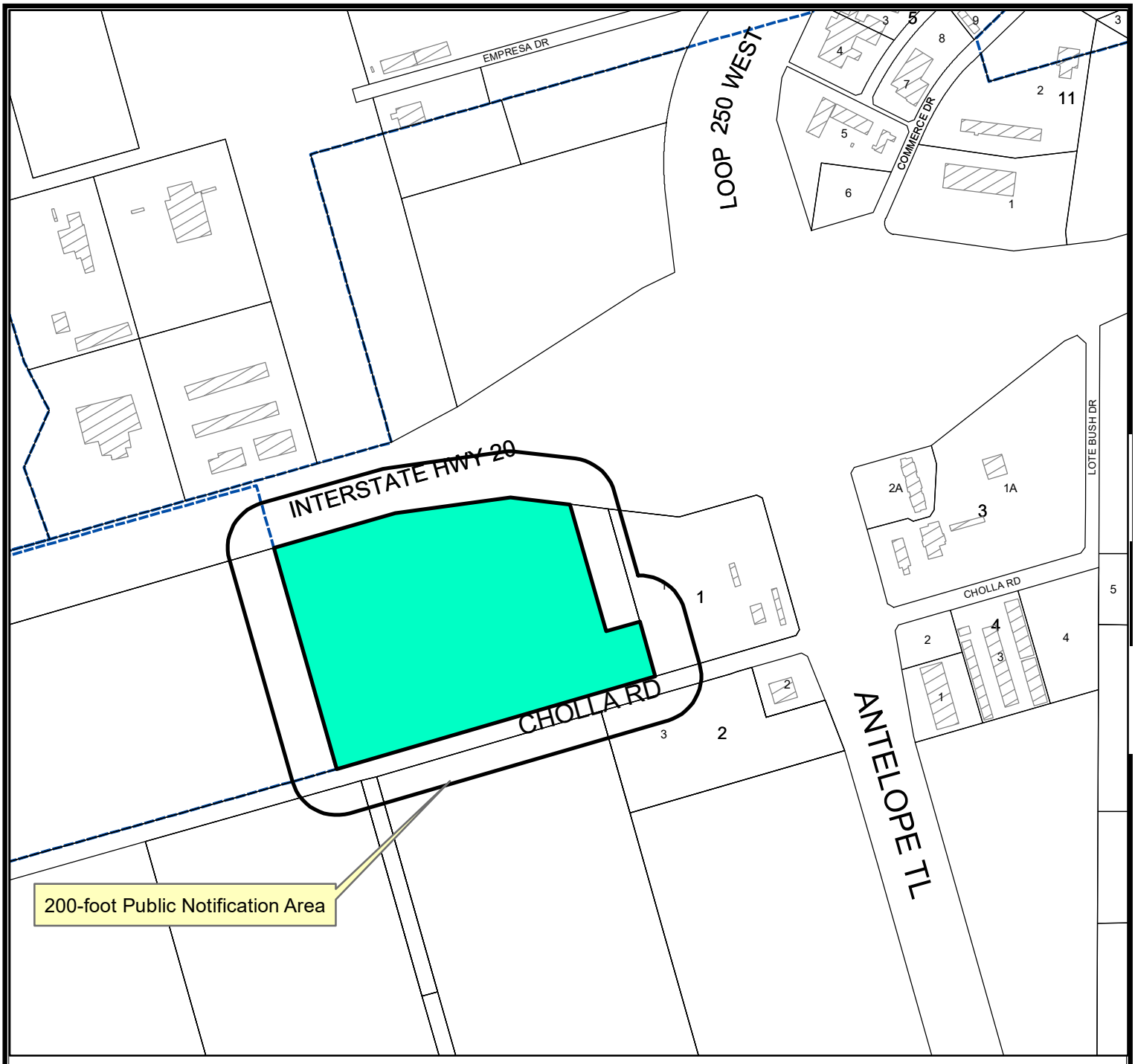


V:\PROJECTS\P\PROJECTS\2025\44438.24\03_DESIGN\1_DWG\05_CIVIL\05_ENTITLEMENTS\04_ZONE\ZONE 44438.DWG, 4/8/2025 10:23:1 PM, Vertex

Parkhill
Parkhill.com

Southwest Crossing 22
Zone Change Exhibit

Issue:	1.0
Date:	04/08/2025
Project No:	44438.24
Sheet:	1 of 1



Location Map

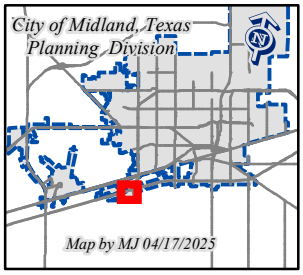
Z-25-0424 **Scale: 1" = 620'**

Consider a request by Parkhill for a Zone Change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial District, on a 29.19-acre tract of land out of Section 12, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the north side of Cholla Road, approximately 845 feet west of Antelope Trail. (Council District 2)

LEGEND

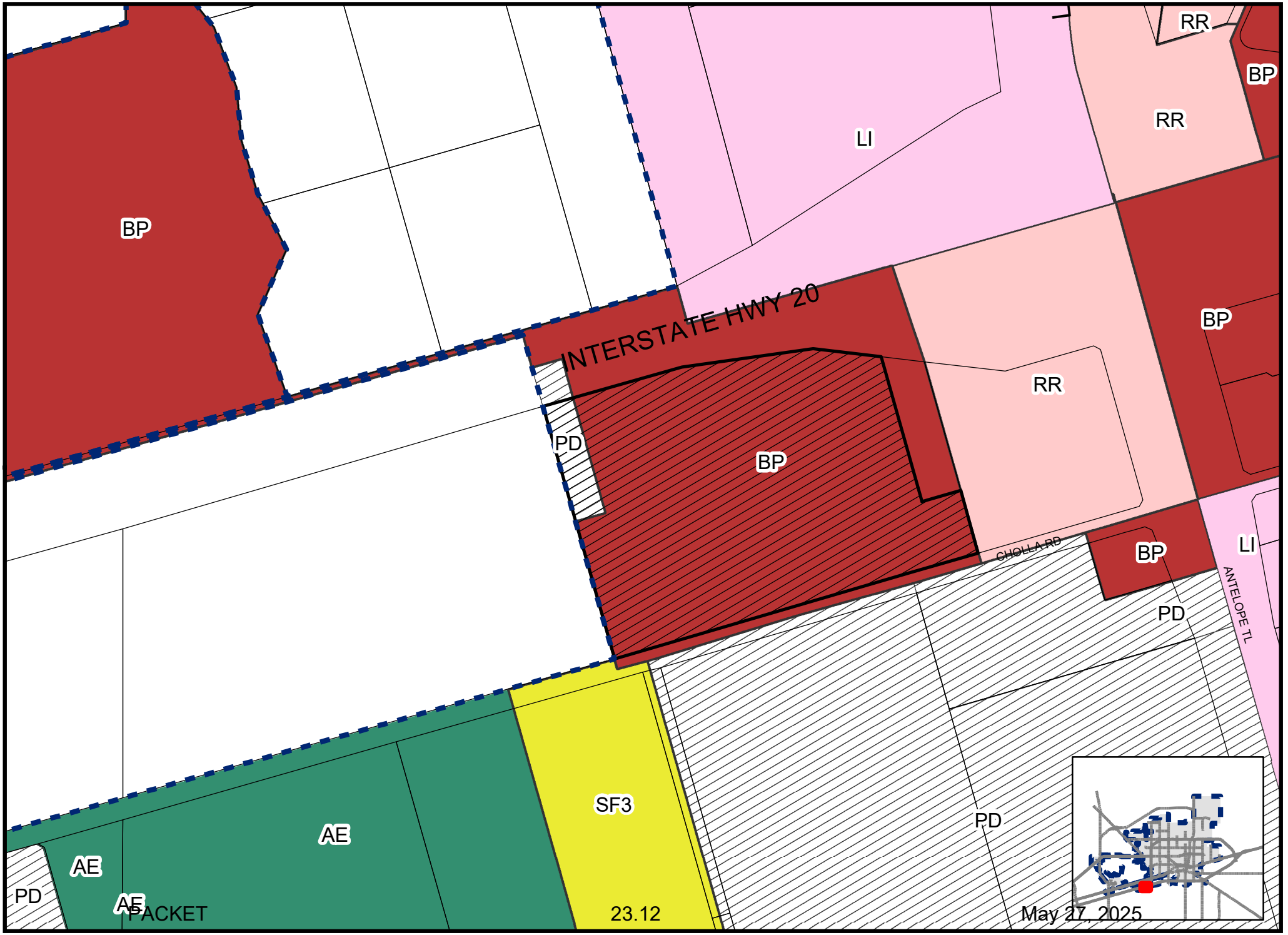
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY 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.

PACKET 23.11

May 27, 2025



Map by MJ 04/17/2025

Z-25-0424

Scale: 1" = 457'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


INTERSTATE HWY 20
CHOLLA RD
ANTELOPE TL
1
2



MIDLAND
Be the Energy!

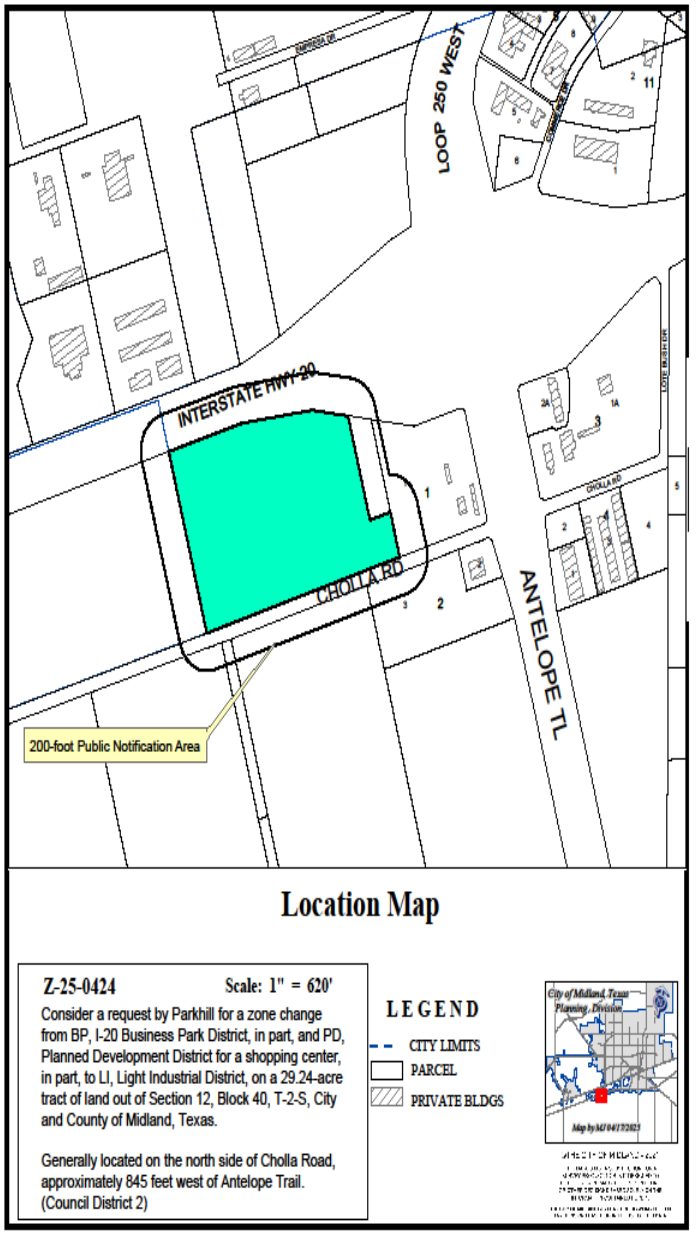
6301 WEST INTERSTATE 20

ZONE CHANGE

Visit Our Website
MIDLANDTEXAS.GOV

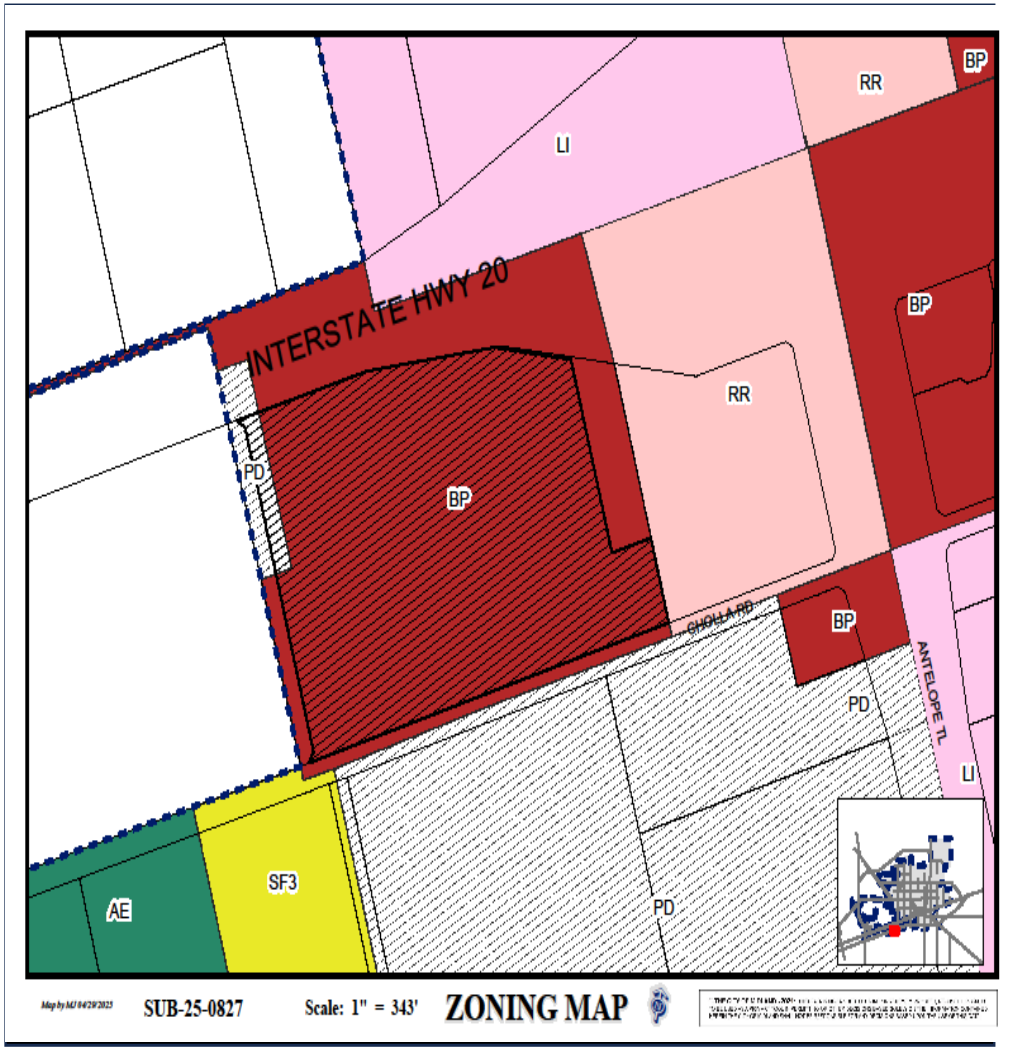
APPLICATION SUMMARY

- **Property Owner:** Kenneth Huseman Family Partnership, L.P.
- **Applicant:** BH DevCo
- **Representative:** Logan Derise, with Parkhill
- **Application Type:** Zone Change
- **Location:** 6301 West Interstate 20 (Council District 2)



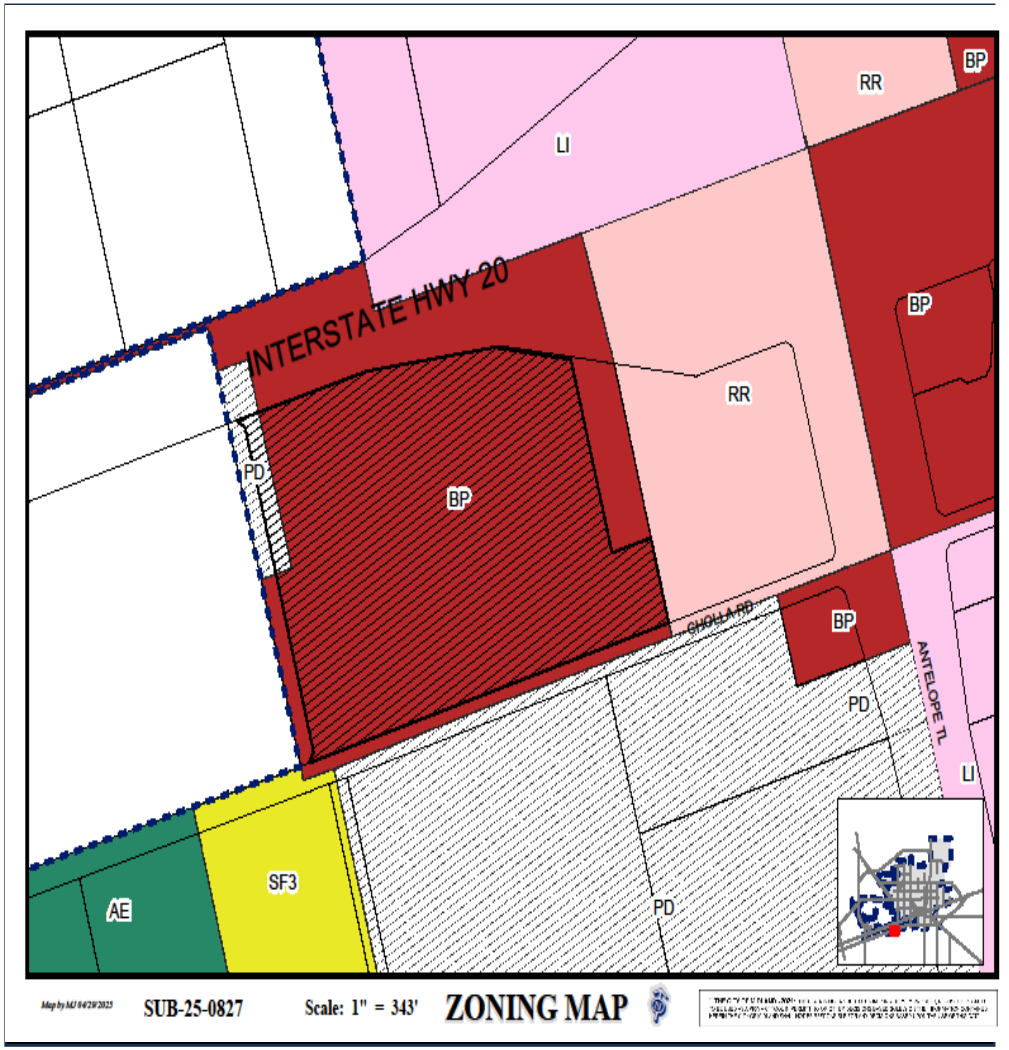
ZONING

- **Current Zoning:** BP, I-20 Business Park District, in part, and PD Planned Development District for a Shopping Center, in part
- **Surrounding Zoning:**
  - **North:** LI, Light Industrial District
  - **South:** PD, Planned Development District for a Housing Development



ZONING

- **Surrounding Zoning:**
  - **West:** ETJ, Extraterritorial Jurisdiction
  - **East:** RR, Regional Retail District, and BP, 1-20 Business Park District
- **Proposed Zoning:** LI, Light Industrial District



LAND USE

- **Current Use:** Vacant
- **Proposed Use:** Warehouse/Distribution Center
- **Surrounding Uses:**
  - **North/South/West:** Vacant land
  - **East:** Gas Station



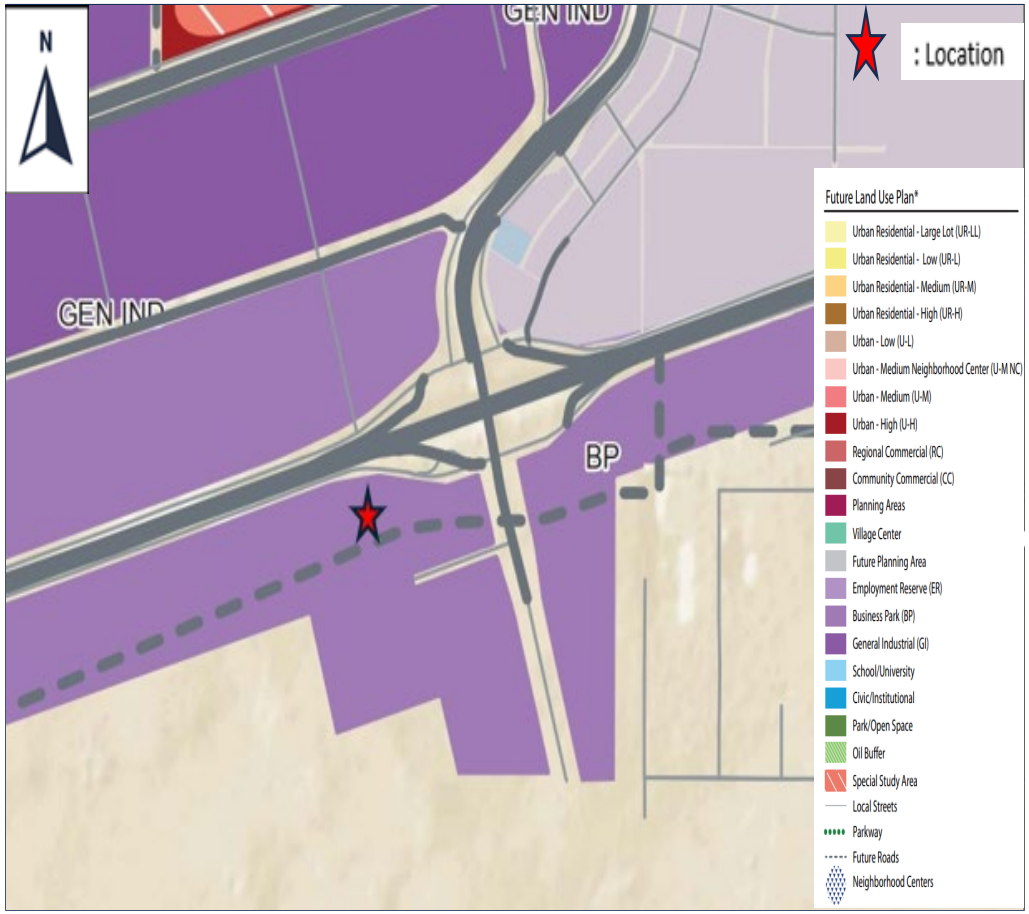
SITE PHOTO



On Cholla Road, Looking North

COMPREHENSIVE PLAN ANALYSIS

- **TCT Land Use Designation:**
  - BP, I-20 Business Park District
- **Supported Uses:**
  - Supports warehousing and distribution with larger scale visitor services located at the major intersections.

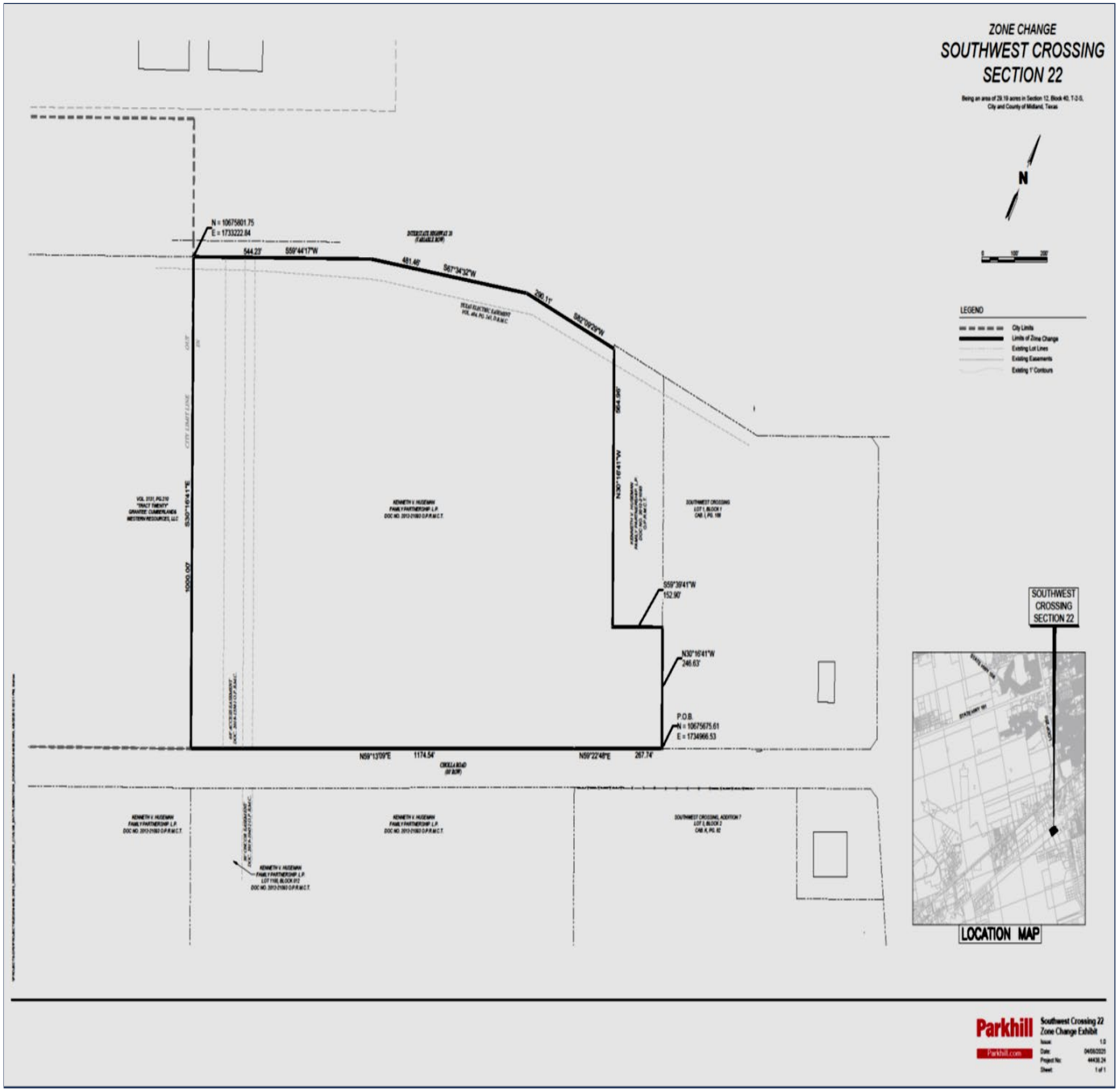


COMPREHENSIVE PLAN ANALYSIS

- Request is **compatible** with the Tall City Tomorrow Plan, but not with the surrounding area.



SURVEY


ZONE CHANGE
SOUTHWEST CROSSING
SECTION 22
N
LEGEND
City Limits
Limits of Zone Change
Existing Lot Lines
Existing Easements
Existing 1' Contours
N = 10675901.75
E = 1733222.84
544.23'
S59°44'17"W
481.46'
S67°34'32"W
290.11'
S82°39'29"W
664.58'
N30°16'41"W
S30°16'41"E
1000.00'
S59°39'41"W
152.90'
N30°16'41"W
246.63'
P.O.B.
N = 10675675.61
E = 1734966.53
N59°13'09"E
1174.54'
CROSS ROAD
(80' R/W)
N59°22'48"E
267.74'
SOUTHWEST CROSSING
SECTION 22
LOCATION MAP
Parkhill
Southwest Crossing 22
Zone Change Exhibit

STAFF RECOMMENDATION

- No objections received.
- Therefore, staff recommends **APPROVAL** of this Zone Change from BP, I-20 Business Park District, in part, and PD, Planned Development District for a Shopping Center, in part, to LI, Light Industrial District.



MISSION

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



City Council Meeting

Item Number: 24

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Rachel Guentensberger, Deputy City Secrcetary

Subject: AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 14, "THIRD-PARTY PLAN REVIEW AND INSPECTION", SO AS TO ESTABLISH A PROCEDURE TO ALLOW THIRD-PARTY ORGANIZATIONS TO CONDUCT PLAN REVIEWS AND INSPECTIONS FOR CONSTRUCTION PROJECTS; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION (DISTRICT 4) (CITY SECRETARY'S OFFICE) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

This ordinance creates a pilot program allowing qualified third-party organizations to perform plan reviews and inspections for Zoo Midland, a complex and specialized development. The pilot is limited to the zoo site only and is intended to evaluate whether third-party services can enhance flexibility and responsiveness without compromising public safety or code compliance.

Recommended City Council Action:

Approve

Fiscal Impact:

No direct fiscal impact to the City. Third-party fees are paid by the developer.

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Chapter 4-14 establishes procedures for designating and regulating third-party reviewers and inspectors for Lot 1, Block 1, Zoo Midland. The zoo's unique technical needs make it an ideal candidate for a limited-use pilot. Third-party services may offer faster turnaround times and specialized experience.

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE IV, "BUILDING REGULATIONS" OF THE CITY CODE OF THE CITY OF MIDLAND, TEXAS, BY ADDING CHAPTER 14, "THIRD-PARTY PLAN REVIEW AND INSPECTION", SO AS TO ESTABLISH A PROCEDURE TO ALLOW THIRD-PARTY ORGANIZATIONS TO CONDUCT PLAN REVIEWS AND INSPECTIONS FOR CONSTRUCTION PROJECTS; NEGATING AND DISPENSING WITH THE CULPABLE MENTAL STATE REQUIREMENT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM FINE OR PENALTY OF FIVE HUNDRED DOLLARS ($500.00); ESTABLISHING AN EFFECTIVE DATE THAT SHALL BE 30 DAYS AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to amend Title IV, "Building Regulations" of the City Code of the City of Midland, Texas, by adding Chapter 14, "Third-Party Plan Review and Inspection", so as to establish a procedure to allow third-party organizations to conduct plan reviews and inspections for construction projects; and

WHEREAS, the Council finds that all legal requirements and conditions precedent to the adoption of this ordinance have been satisfied;

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

SECTION ONE. That Title IV, "Building Regulations" of the City Code of the City of Midland, Texas, is hereby amended to add Chapter 14, "Third-Party Plan Review and Inspection", which shall read in its entirety as follows:

4-14-1. Purpose; application.

(A) *Purpose.* The purpose of this Chapter is to establish a procedure to allow an Authorized Third-Party Organization to carry out the plan review provisions of the Technical Codes, the inspection provisions of the Technical Codes, or both the plan review provisions and the inspection provisions of the Technical Codes.

(B) *Application.* The provisions of this Chapter shall apply only to construction projects that occur within the boundaries of the tract of land described as Lot 1, Block 1, Zoo Midland, City and County of Midland, Texas, as shown in the final plat of Zoo Midland recorded at Instrument Number 2025-10114 in the official plat records of Midland County.

4-14-2. Definitions.

As used in this Chapter:

(A) *Agreement* means a written agreement between the City of Midland and a Third-Party Organization in a form approved by the City Attorney under which the Third-Party Organization agrees to indemnify, hold harmless, and defend the City of Midland from claims that arise from the performance of services authorized by this Chapter.

(B) *Authorized Third-Party Organization* means a Third-Party Organization that has been designated by the Building Official to carry out the plan review provisions of the Technical Codes, the inspection provisions of the Technical Codes, or both the plan review provisions and the inspection provisions of the Technical Codes.

(C) *Building Official* means the City of Midland's Building Official.

(D) *City Manager* means the City of Midland's City Manager or the City Manager's designee.

(E) *Plumbing Inspection Business* means a Third-Party Organization whose scope of business includes conducting inspections of matters specified in Chapter 3 of this Title and plumbing matters specified in the other Technical Codes.

(F) *Qualified Plumbing Inspection Business* means an Authorized Third-Party Organization that is a Plumbing Inspection Business.

(G) *Technical Code* means Chapter 1, 2, 3, 4, 5, 10, 11, or 12 of this Title.

(H) *Third-Party Organization* means a private organization whose scope of business includes conducting plan reviews, inspections, or both plan reviews and inspections of matters specified in one or more Technical Codes.

4-14-3. Authorization and prohibition.

(A) *Authorization.* An Authorized Third-Party Organization may, in accordance with this Chapter and to the extent authorized in the Building Official's designation of the Authorized Third-Party Organization, carry out the plan review provisions of the Technical Codes, the inspection provisions of the Technical Codes, or both the plan review provisions and the inspection provisions of the Technical Codes.

(B) *Conflicts.* To the extent that an Authorized Third-Party Organization is not authorized by the Technical Codes or other City ordinances to carry out the plan review provisions or the inspection provisions of the Technical Codes, the provisions of this Chapter shall apply.

(C) *Prohibitions.*

1. No person or entity that is not an Authorized Third-Party Organization shall carry out the plan review provisions or the inspection provisions of the Technical Codes or offer such services.

2. An Authorized Third-Party Organization shall not carry out the plan review provisions or the inspection provisions of the Technical Codes if such action exceeds the scope of the authorization in the Building Official's designation of the Authorized Third-Party Organization.

4-14-4. Designation as an Authorized Third-Party Organization.

(A) *Application.* A Third-Party Organization may submit to the Building Official an application to be designated as an Authorized Third-Party Organization on a form prescribed by the Building Official. The following information shall be included in the application or submitted with the application in addition to any other information required by the Building Official:

1. a description of each field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization;

2. documents, as required by the Building Official, that evidence adequate training, knowledge, and certification, as applicable, in each specified field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization, including knowledge of City ordinances that affect each such field;

3. an indication of whether the Third-Party Organization is seeking to carry out the plan review provisions of the Technical Codes applicable to each specified field, the inspection provisions of the Technical Codes applicable to each specified field, or both the plan review provisions and the inspection provisions of the Technical Codes applicable to each specified field;

4. a certificate of insurance evidencing minimum insurance coverage as follows:

   (a) Commercial General Liability:
   -Personal Injury $1,000,000.00 per person
   $1,000,000.00 per occurrence
   -Property Damage $1,000,000.00 per occurrence
   The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis;

   (b) Automobile Liability: $1,000,000.00 combined single limit per accident for personal injury and property damage;

   (c) Professional Liability (also known as Errors & Omissions): $1,000,000.00 per occurrence and annual aggregate;

   (d) Workers' Compensation: Statutory limits;

   (e) Employers' Liability: $500,000.00 per accident or occurrence; and

   (f) Policy Endorsements:
   Name the City of Midland as an Additional Insured on all insurance policies except Workers' Compensation and Professional Liability; and
   Waive subrogation in favor of the City of Midland on all insurance policies;

5. an Agreement executed by the Third-Party Organization, which shall be executed by the Building Official on behalf of the City if the application is approved or partially approved; and

6. the application fee if such a fee is prescribed in the City's fee schedule.

(B) *Review and approval of application.*

1. Review. The Building Official shall review an application of a Third-Party Organization and the information submitted therewith to determine whether the application satisfies the application requirements of Subsection (A) and whether the Third-Party Organization has demonstrated adequate training, knowledge, and certification, as applicable, in each field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization.

2. Approval. Upon the Building Official's determination that an application is in compliance with the application requirements of Subsection (A) and that the Third-Party Organization has demonstrated adequate training, knowledge, and certification, as applicable, in each field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization, the Building Official shall approve the application and designate the Third-Party Organization as an Authorized Third-Party Organization for the fields specified in the application for the purpose of carrying out the plan review provisions of the Technical Codes applicable to each such field, the inspection provisions of the Technical Codes applicable to each such field, or both the plan review provisions and the inspection provisions of the Technical Codes applicable to each such field. Upon such approval and designation, the Building Official shall execute the Agreement and provide to the Third-Party Organization a copy of the fully executed Agreement and written notice of the approval and designation.

3. Partial Approval. Upon the Building Official's determination that an application is in compliance with the application requirements of Subsection (A) and that the Third-Party Organization has demonstrated adequate training, knowledge, and certification, as applicable, in at least one field, but not all fields, for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization, the Building Official shall:

   (a) partially approve the application and designate the Third-Party Organization as an Authorized Third-Party Organization only in the field or fields for which the Third-Party Organization has demonstrated adequate training, knowledge, and certification, as applicable, for the purpose of carrying out the plan review provisions of the Technical Codes applicable to each such field, the inspection provisions of the Technical Codes applicable to each such field, or both the plan review provisions and the inspection provisions of the Technical Codes applicable to each such field;

   (b) partially disapprove the application to the extent that the Third-Party Organization has not demonstrated adequate training, knowledge, or certification, as applicable; and

   (c) upon such partial approval and partial disapproval, execute the Agreement and provide to the Third-Party Organization a copy of the fully executed Agreement and written notice of the partial approval and designation, which shall specify each field for which the Third-Party Organization is an Authorized Third-Party Organization, and of the partial disapproval, which shall state the reasons for the partial disapproval.

4. Disapproval. Upon the Building Official's determination that an application is not in compliance with the application requirements of Subsection (A) or that the Third-Party Organization has not demonstrated adequate training, knowledge, or certification, as applicable, for any field for which the Third-Party Organization seeks to be designated as an Authorized Third-Party Organization, the Building Official shall disapprove the application. Upon such disapproval,

the Building Official shall provide to the Third-Party Organization written notice of the disapproval, which shall state the reasons for the disapproval.

5. Opportunity to remedy reasons for disapproval. If an application is disapproved, in whole or in part, the Third-Party Organization may, within 30 days following the date of the written notice of such disapproval, submit to the Building Official a revised application and any additional information that is necessary to remedy the reasons for disapproval. The Building Official shall review such revised application and additional information and approve, partially approve, or disapprove the application as provided in this Section.

(C) *Term of designation of Authorized Third-Party Organization; assignment.*

1. Term. The designation of an Authorized Third-Party Organization shall remain effective unless suspended or terminated in accordance with the provisions of this Chapter.

2. No assignment. An Authorized Third-Party Organization shall not assign its designation as an Authorized Third-Party Organization. Any purported assignment of such designation shall be void.

4-14-5. Duties of an Authorized Third-Party Organization.

(A) *Compliance with this Chapter.* An Authorized Third-Party Organization shall fully comply with the provisions of this Chapter and shall not carry out the plan review or inspection provisions of the Technical Codes in a field for which it is not designated as an Authorized Third-Party Organization. Each agent, officer, and employee of an Authorized Third-Party Organization shall comply with, and ensure the Authorized Third-Party Organization's compliance with, the provisions of this Chapter.

(B) *Duty to provide current information.* If any information contained in or submitted with an Authorized Third-Party Organization's application described in Section 4-14-4(A) is incorrect or changes, the Authorized Third-Party Organization shall promptly provide the correct current information to the Building Official. This is a continuing duty of an Authorized Third-Party Organization.

(C) *Maintain insurance.* At all times, an Authorized Third-Party Organization shall maintain the insurance coverage described in Section 4-14-4(A)4 and shall maintain on file with the Building Official a current certificate of insurance evidencing that the insurance requirements are satisfied.

(D) *Ensure compliance with applicable codes.* An Authorized Third-Party Organization that performs plan review or inspection services for a project shall ensure that the project complies with the applicable Technical Codes and all other applicable City ordinances, including, but not limited to, ordinances related to zoning, subdivisions of land, proximity of structures to oil and gas wells, and stormwater management.

(E) *Conflict of interest.* An Authorized Third-Party Organization shall not perform plan review or inspection services regarding a project as authorized by this Chapter if the Authorized Third-Party Organization, or an agent, officer, or employee thereof, is:

1. a licensed architect, registered engineer, or other person or entity who prepared or supervised the preparation of the project plans or specifications, or an agent, officer, or employee thereof;

2. an owner of the project, or an agent, officer, or employee thereof;

3. an owner of the site on which the project will be constructed, or an agent, officer, or employee thereof;

4. a builder, contractor, or subcontractor who performs or is reasonably anticipated to perform work on the project, or an agent, officer, or employee thereof; or

5. an affiliate of any person or entity listed in Paragraph 1, 2, 3, or 4 above.

4-14-6. Plan review.

(A) *Permit required.* The performance of plan review by an Authorized Third-Party Organization shall not exempt or otherwise relieve the owner of the project, or other parties as applicable, from the required submittal for a permit, which shall include the appropriate plans as prescribed in the applicable Technical Codes or other City ordinances.

(B) *Submittal requirements.* Along with the submittal of plans, the following information shall be submitted to the Building Official:

1. name of the Authorized Third-Party Organization and all individuals involved in the plan review;

2. the Authorized Third-Party Organization's report of the plan review results, which shall contain, at a minimum, the construction type, occupancy group, occupant load, area calculations, story calculations, height measurements, and exiting calculations, and shall demonstrate compliance with applicable regulations governing zoning, subdivisions of land, proximity of structures to oil and gas wells, and stormwater management;

3. any submittal required by Title XI, Chapter 12 of the City Code; and

4. other information as required by the Building Official.

(C) *Issuance of permit.* If the Building Official determines that the submittal satisfies the requirements of this Chapter and indicates compliance with the applicable Technical Codes and other City ordinances, the Building Official shall issue the applicable permit; provided, however, that if impact fees are assessed under a City ordinance, no building permit shall be issued until the City has received payment of the applicable impact fees.

(D) *Code interpretation.* This Section does not authorize an Authorized Third-Party Organization to exercise the Building Official's discretion, nor shall this Section be deemed to be a delegation of the Building Official's discretion to an Authorized Third-Party Organization. The Building Official shall maintain full interpretation authority of all Technical Codes as well as the authority to enforce the Technical Codes, including, but not limited to, authority to withhold a permit if the Building Official determines that a submittal does not indicate compliance with the applicable Technical Codes or other City ordinances.

4-14-7. Inspection.

(A) *Application process.* If an owner, builder or authorized agent thereof wishes to use a Third-Party Organization for inspection, such person shall submit to the Building Official the appropriate application on a form prescribed by the Building Official

for approval before inspections commence. The Building Official shall review the application to confirm that the chosen Third-Party Organization is an Authorized Third-Party Organization that is acting in compliance with this Chapter.

(B) *Plumbing inspection fee.* If an application is submitted under Subsection (A) regarding an inspection of plumbing, the application shall not be considered complete unless a sum equal to the fee that will be charged by the Qualified Plumbing Inspection Business has been submitted to the City. The City shall pay this sum directly to the Qualified Plumbing Inspection Business, and the Qualified Plumbing Inspection Business shall accept no additional fee from any other person or entity for the inspection.

(C) *Code interpretation.* This Section does not authorize an Authorized Third-Party Organization to exercise the Building Official's discretion, nor shall this Section be deemed to be a delegation of the Building Official's discretion to an Authorized Third-Party Organization. The Building Official shall maintain full interpretation authority of all Technical Codes as well as the authority to enforce the Technical Codes and require corrections, including, but not limited to, authority to issue notices of violations and stop work orders.

(D) *Quality control.* The Building Official, in the Building Official's sole discretion, may make periodic site visits to review and inspect the work under construction. Whenever possible, the Building Official may coordinate such visits with the Authorized Third-Party Organization.

(E) *Inspection.* A person may proceed with construction only upon the Authorized Third-Party Organization's approval after performing the inspections as required by the Technical Codes or as otherwise required by the Building Official. If the Building Official determines that compliance with all applicable Technical Codes has not been achieved, the Building Official may require corrections. If corrections are required, the owner, builder and Authorized Third-Party Organization may propose methods of correction that do not require uncovering of completed work. However, the Building Official may require uncovering of completed work based on the extent of the work involved and the degree of compliance needed, and then only as a last resort if the Building Official determines that the proposed methods of correction will not result in adequate compliance.

(F) *Report.* The Authorized Third-Party Organization shall issue to the owner, builder and the Building Official a formal inspection report for each inspection completed, verifying either that the work inspected is in compliance with the Technical Codes or specifically detailing the corrections necessary to bring such work into conformance with the Technical Codes.

(G) *Notification to Building Official of failure to comply.* The Authorized Third-Party Organization shall promptly notify the Building Official if, at any time, the owner or builder fails to correct a construction deficiency or if the owner or builder covers work prior to inspection or otherwise hinders the ability of the Authorized Third-Party Organization to perform required inspections.

4-14-8. Certificate of occupancy.

A certificate of occupancy shall be issued, when necessary, by the Building Official upon completion of all requirements specified in this Chapter and the Technical Codes. Whether such completion has occurred shall be determined based on the Building Official's review of the inspection reports submitted by the Authorized Third-Party Organization noting that all required construction inspections have been approved and after the Building Official has performed and approved a final inspection when the Building Official deems necessary. For the avoidance of doubt, the Building Official shall maintain

full interpretation authority of all Technical Codes as well as the authority to enforce the Technical Codes, including, but not limited to, authority to withhold a certificate of occupancy if the Building Official, in the Building Official's discretion, determines that a requirement of this Chapter or a Technical Code has not been satisfied.

4-14-9. Suspension and termination.

(A) *Suspension.* If an Authorized Third-Party Organization fails to comply with the requirements of Section 4-14-5(C), including failing to maintain on file with the Building Official the required current certificate of insurance, the designation as an Authorized Third-Party Organization shall be automatically suspended until such requirements are satisfied. The Building Official may give, but is not required to give, written notice of the suspension to the Third-Party Organization.

(B) *Termination.* If the Building Official determines that an Authorized Third-Party Organization failed to comply with a requirement of this Chapter, no longer demonstrates adequate training, knowledge, or certification, as applicable, or had its designation as an Authorized Third-Party Organization suspended under Subsection (A) more than two times during the preceding five-year period or for a single period greater than 90 days, the Building Official may terminate the designation by giving the Authorized Third-Party Organization written notice of the termination. A written notice of termination shall specify the reasons for the termination and shall contain information regarding the right to appeal the termination under Section 4-14-10.

(C) *Effect of suspension or termination.* A Third-Party Organization shall not carry out the plan review or inspection provisions of the Technical Codes if its designation as an Authorized Third-Party Organization is suspended or terminated.

(D) *Limitation on reapplication.* If the Building Official terminates a Third-Party Organization's designation as an Authorized Third-Party Organization, the Third-Party Organization shall not submit to the Building Official an application to be designated as an Authorized Third-Party Organization for a period of two years following the date of termination. If the Building Official receives such application during the two-year period, the Building Official shall disapprove the application.

4-14-10. Appeal of disapproval or termination.

(A) *Notice of appeal.* Except as provided in Subsection (B), a Third-Party Organization may appeal the disapproval, in whole or in part, of an application to be designated as an Authorized Third-Party Organization or the termination of such designation by submitting to the City Manager a written notice of appeal that clearly states the reasons why the disapproval or the termination should be reversed. The notice of appeal must be received by the City Manager not later than the 30th day after the date of the disapproval or the date of the termination. The Third-Party Organization may include with the notice of appeal any documents that the Third-Party Organization believes support the reversal of the disapproval or termination.

(B) *Reapplication following termination.* A Third-Party Organization shall not be entitled to appeal the disapproval of an application that was received by the Building Official during the two-year period following the date of termination of the Third-Party Organization's prior designation as an Authorized Third-Party Organization.

(C) *No stay of disapproval or termination.* During the pendency of an appeal under this Section, the disapproval of an application to be designated as an Authorized Third-Party Organization or the termination of such designation shall not be stayed.

(D) *Consideration of appeal.* Within 30 days of the City Manager's receipt of a notice of appeal that satisfies the requirements of Subsection (A), the City Manager shall:

1. hold a hearing on the matter being appealed during which the Third-Party Organization may present its reasons why the disapproval or termination should be reversed and evidence in support thereof; and

2. consider the appeal and render a decision sustaining or reversing the disapproval or termination.

(E) *Reversal.*

1. *Reversal of disapproval.* If the City Manager reverses the disapproval of an application to be designated as an Authorized Third-Party Organization, the Building Official shall promptly approve the application and designate the Third-Party Organization as an Authorized Third-Party Organization for the specified fields, execute the Agreement, and provide to the Third-Party Organization written notice of the approval and designation and a copy of the fully executed Agreement.

2. *Reversal of termination.* If the City Manager reverses the termination of a designation as an Authorized Third-Party Organization, the Building Official shall promptly reinstate the designation.

(F) *Final decision.*

1. *Unappealed decision of Building Official.* If the City Manager does not receive a notice of appeal that satisfies the requirements of Subsection (A) on or before the 30th day after the date of the disapproval or the date of the termination, then the Building Official's decision to disapprove the application or terminate the designation shall constitute the City's final decision on the matter.

2. *Decision of City Manager.* If the City Manager receives a notice of appeal that satisfies the requirements of Subsection (A) on or before the 30th day after the date of the disapproval or the date of the termination, then the City Manager's decision shall constitute the City's final decision on the matter.

4-14-11. Offense.

A person who violates a provision of this Chapter shall be guilty of a misdemeanor and fined in a sum not to exceed $500.00. A person commits a separate and distinct offense for each separate violation of a provision of this Chapter. A person commits a separate and distinct offense for each day during which a violation of this Chapter is committed, permitted, or continued. Evidence of a culpable mental state is not required to prove a criminal offense under this Chapter. It is hereby declared that, for all offenses prosecuted under this Chapter, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION TWO. That the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. That the penalty for a violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding five hundred dollars ($500.00) pursuant to State law. The definition of all offenses under this ordinance does not require a culpable mental state. The definition of all offenses under this ordinance plainly dispenses with any mental element as authorized by Section 6.02 of the Texas Penal Code. It is hereby declared that, for all offenses under this ordinance, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and clearly dispensed with.

SECTION FIVE. That this ordinance shall become effective on the 30th day after its final approval and adoption.

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:

_____
Jose Ortiz, Assistant City Manager

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

City Council Meeting

Item Number: 25

Meeting Date: May 13, 2025, May 27, 2025

To: City Council / City Manager

From: Taha Sakrani,

Subject: AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10566; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

To update the Speed Ordinance by lowering speed limits on several city and state roadways to enhance safety, and align with Midland's Vision Zero goals.
Changes include:
Setting speed limits to 30 MPH on Roadrunner Tr, Coyote Dr, Tumbleweed Tr, and Kirkland Dr.
Setting 35 MPH on Sinclair Ave from SH 158 to its western end.
Setting 45 MPH on Business SH 158 from Midland Dr to Loop 250.
Updating SH 158 and SH 191 segments to 45–55 MPH based on a traffic study prepared by the City's consultant to improve safety and support growth.
Speed limit changes on SH 158 and SH 191 require approval by the Texas Transportation Commission after they are adopted by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost will be negligible and can be accommodated within the Division's normal maintenance budget. Any signs being removed due to a speed limit change will be salvaged

for reuse if in good condition, or re-sheeted or recycled if their condition is no longer acceptable.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Legal Department has prepared an ordinance amending existing ordinance no. 10566 establishing speed limits as follows:

Roadrunner Tr (both directions)
30 mph – in its entirely
Coyote (both directions)
30 mph – in its entirely
Tumbleweed Tr (both directions)
30 mph – in its entirely
Sinclair Avenue (both directions)
35 mph - from the centerline of SH 158 to the Western terminus of Sinclair Avenue
Kirkland Drive (both directions)
30 mph - from the centerline of Sinclair Avenue to centerline of the State Highway 191.
Business State Highway 158 (both directions)
45 mph - from the centerline of Midland Dr to the centerline of the Loop 250
State Highway 158 (both directions)
45 mph - from the centerline of Interstate 20 to the eastern City limits
45 mph - from the centerline of State Highway 191 to the centerline of Wadley Avenue
55 mph - from the centerline of Wadley Avenue to the centerline of Briarwood Avenue
State Highway 191 (both directions) (main lanes and frontage roads)
45 mph - from the centerline of Loop 250 to the centerline of State Highway 158
55 mph - from the centerline of State Highway 158 to a point 2,150 feet west of the centerline of State Highway 158

Staff recommends approval of this ordinance.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10566; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION

WHEREAS, under Section 542.202 and Section 545.356 of the Texas Transportation Code, the City Council is authorized to make certain findings based upon engineering and traffic investigations and to alter the prima facie speed limits on City streets or portions thereof; and

WHEREAS, the City Traffic Engineer has made studies and surveys of the traffic flowing along certain streets within the City limits of Midland, Texas; and

WHEREAS, the Council finds and determines from the above mentioned studies that certain streets, as hereinafter described in this ordinance, should be speed zoned to rates hereinafter set out in this ordinance;

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

SECTION ONE. That no person shall drive a vehicle on those certain streets as set out below at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limits specified in this Section shall be lawful, but any speed in excess of the limits specified in this Section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful. Such speed limits are hereby fixed at the rates of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

A Street (both directions)

40 mph - from the northern terminus of A Street to the centerline of Loop 250

40 mph - from the centerline of Veterans Airpark Lane to the centerline of Scharbauer Drive

35 mph - from the centerline of Scharbauer Drive to the centerline of Wall Street

30 mph - from the centerline of Wall Street to the southern terminus of A Street

Anthem Road (both directions)

25 mph - in its entirety

Arlington Road (both directions)

25 mph - in its entirety

Ashwood Court (both directions)

25 mph - in its entirety

Avalon Drive (both directions)

40 mph - from the northern terminus of Avalon Drive to the centerline of Briarwood Avenue

40 mph - from the centerline of State Highway 191 to the southern terminus of Avalon Drive

Bald Eagle Court (both directions)

25 mph - in its entirety

Bent Tree Trail (both directions)

25 mph - in its entirety

Blackwood Drive (both directions)

25 mph - in its entirety

Bluebird Lane (both directions)

35 mph - from the centerline of Midland Drive to the centerline of Kingston Drive

25 mph - from the centerline of Kingston Drive to the eastern terminus of Bluebird Lane

Brandy Hill Road (both directions)

25 mph - in its entirety

Brentwood Drive (both directions)

25 mph - in its entirety

Briaroaks Court (both directions)

25 mph - in its entirety

Briaroaks Drive (both directions)

25 mph - in its entirety

Briarwood Avenue (both directions)

45 mph - from the centerline of State Highway 158 to the centerline of Avalon Drive

40 mph - from the centerline of Avalon Drive to the centerline of Mathis Street

35 mph - from the centerline of Mathis Street to the centerline of Midland Drive

Bunker Hill Road (both directions)

25 mph - in its entirety

Business State Highway 158 (both directions)

45 mph - from the centerline of Midland Drive to the centerline of Loop 250

Business State Highway 349C (both directions)

65 mph - from the northern boundary of Midland County to a point 797 feet north of Occidental Parkway

50 mph - from a point 797 feet north of Occidental Parkway to a point 370 feet south of the centerline of the south service road of Loop 250

Candlestick Drive (both directions)

25 mph - in its entirety

Cardinal Lane (both directions)

30 mph - from the centerline of Oriole Drive to the centerline of Midland Drive

35 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

Castle Wood Drive (both directions)

25 mph - in its entirety

Centerview (both directions)

25 mph - in its entirety

Champions Drive (both directions)

25 mph - from the centerline of Tradewinds Boulevard to the centerline of Koufax Court

Clemente Court (both directions)

25 mph - in its entirety

Coliseum Court (both directions)

25 mph - in its entirety

Colony Road (both directions)

25 mph - in its entirety

Colt Court (both directions)

25 mph - in its entirety

Comiskey Court (both directions)

25 mph - in its entirety

Commonwealth Road (both directions)

25 mph - in its entirety

Constitution Way (both directions)

25 mph - in its entirety

Courage Place (both directions)

25 mph - in its entirety

Coyote Trail (both directions)

30 mph - in its entirety

Cranston Place (both directions)

25 mph - in its entirety

Crestgate Avenue (both directions)

25 mph - from the centerline of Midland Drive to the centerline of Gateway Street

Crosley Drive (both directions)

25 mph - in its entirety

Crown Point Court (both directions)

25 mph - in its entirety

Cuthbert Avenue (both directions)

30 mph - from the western terminus of Cuthbert Avenue to the centerline of Midkiff Road

35 mph - from the centerline of Midkiff Road the centerline of Ward Street

25 mph - from the centerline of Ward Street to the centerline of Garfield Street

25 mph - from the centerline of Garfield Street to a point 220 feet east of F Street

30 mph - from a point 220 feet east of F Street to the eastern terminus of Cuthbert Avenue

Daisy Road (both directions)

25 mph - in its entirety

Deauville Boulevard (both directions)

40 mph - from the centerline of Avalon Drive to the centerline of Loop 250

Deeanna Lane (both directions)

25 mph - in its entirety

Devlin Place (both directions)

25 mph - in its entirety

DiMaggio Court (both directions)

25 mph - in its entirety

DiMaggio Drive (both directions)

25 mph - in its entirety

Drexel Court (both directions)

25 mph - in its entirety

Driftwood Drive (both directions)

25 mph - in its entirety

Dupont Court (both directions)

25 mph - in its entirety

Fairgrounds Road (both directions)

45 mph - from the northern terminus of Fairgrounds Road to the centerline of Loop 250

50 mph - from the centerline of Loop 250 to the southern City limits

Florida Avenue (both directions)

35 mph - from the centerline of Garfield Street to the centerline of Big Spring Street

Foggy Bottom Court (both directions)

25 mph - in its entirety

Fortitude Court (both directions)

25 mph - in its entirety

Founders (both directions)

25 mph - in its entirety

Fringewood Drive (both directions)

25 mph - in its entirety

Gallantry Lane (both directions)

25 mph - in its entirety

Garfield Street (both directions)

40 mph - from the northern terminus of Garfield Street to the centerline of Wadley Avenue

35 mph - from the centerline of Wadley Avenue to the centerline of Michigan Avenue

Gehrig Avenue (both directions)

25 mph - in its entirety

Gladewood Drive (both directions)

25 mph - in its entirety

Glen Mist Drive (both directions)

25 mph - in its entirety

Golden Gate Drive (both directions)

40 mph - from the northern terminus of Golden Gate Drive to the centerline of Briarwood Avenue

Golf Course Road (both directions)

35 mph - from the centerline of Andrew Highway/Alpine Street to the centerline of Scharbauer Drive

30 mph - from the centerline of Scharbauer Drive to the centerline of A Street

30 mph - from the centerline of Big Spring Street to the centerline of Fairgrounds Road

35 mph - from the centerline of Fairgrounds Road to the eastern terminus of Golf Course Road

Grassland Boulevard (both directions)

25 mph - in its entirety

Green Tree Boulevard (both directions)

35 mph - from the western terminus of Green Tree Boulevard to the centerline of Holiday Hill Road

25 mph - from the centerline of Holiday Hill Road to the centerline of Midland Drive

Greenridge (both directions)

25 mph - in its entirety

Griffith Court (both directions)

25 mph - in its entirety

Griffith Drive (both directions)

25 mph - from the centerline of Deauville Boulevard to the centerline of Candlestick Drive

Hall of Fame Boulevard (both directions)

25 mph - from the centerline of Avalon Drive to the centerline of Minuteman Road

Hathaway Court (both directions)

25 mph - in its entirety

Haywood Drive (both directions)

25 mph - in its entirety

Heartland Avenue (both directions)

25 mph - in its entirety

Heartland Court (both directions)

25 mph - in its entirety

Hereford Boulevard (both directions)

25 mph - in its entirety

Highland Boulevard (both directions)

25 mph - in its entirety

Highland Court (both directions)

25 mph - in its entirety

Hillcrest Court (both directions)

25 mph - in its entirety

Hillcrest Place (both directions)

25 mph - in its entirety

Holiday Hill Road (both directions)

40 mph - from the northern City limits to the centerline of Loop 250

Homeland Court (both directions)

25 mph - in its entirety

Homeland Drive (both directions)

25 mph - in its entirety

Homestead Boulevard (both directions)

25 mph - in its entirety

Homestead Court (both directions)

25 mph - in its entirety

Humble Avenue (both directions)

25 mph - from the centerline of Scharbauer Drive to the centerline of Big Spring Street

Illinois Avenue (both directions)

35 mph - from the centerline of Thomason Drive to the centerline of Andrews Highway

25 mph - from the centerline of Andrews Highway to the centerline of N Street

35 mph - from the centerline of N Street to the centerline of A Street

30 mph - from the centerline of A Street to the centerline of Front Street

Ironwood Drive (both directions)

25 mph - in its entirety

Island Circle (both directions)

25 mph - in its entirety

Island Drive (both directions)

25 mph - in its entirety

Jadewood Drive (both directions)

25 mph - in its entirety

Jamestown Street (both directions)

25 mph - in its entirety

July Fourth Road (both directions)

25 mph - in its entirety

King Kelly Court (both directions)

25 mph - in its entirety

Kirkland Drive (both directions)

30 mph - from the centerline of Sinclair Avenue to centerline of the State Highway 191

Kirkwood Drive (both directions)

25 mph - in its entirety

Koufax Court (both directions)

25 mph - in its entirety

L'Enfant Lane (both directions)

25 mph - in its entirety

La Force Boulevard (both directions)

35 mph - from the centerline of Business Interstate 20 to the centerline of Banks Drive

30 mph - from the centerline of Banks Drive to a point 590 feet east of Banks Drive

20 mph - from a point 590 feet east of Banks Drive to a point 1,155 feet east of Banks Drive

15 mph - from a point 1,155 feet east of Banks Drive to a point 2,560 feet east of Banks Drive

30 mph - from a point 2,560 feet east of Banks Drive to the centerline of La Force Boulevard

Lamesa Road (northbound)

45 mph - from the southern City limits to a point 195 feet north of the centerline of Taylor Avenue

40 mph - from a point 195 feet north of the centerline of Taylor Avenue to a point 245 feet north of the centerline of Wall Street

35 mph - from a point 245 feet north of the centerline of Wall Street to a point 170 feet north of Wadley Avenue

45 mph - from a point 170 feet north of Wadley Avenue to the centerline of the north service road of Loop 250

Lamesa Road (southbound)

45 mph - from the centerline of the north service road of Loop 250 to a point 130 feet south of the centerline of Wadley Avenue

35 mph - from a point 130 feet south of the centerline of Wadley Avenue to a point 140 feet north of the centerline of Missouri Avenue

40 mph - from a point 140 feet north of the centerline of Missouri Avenue to a point 180 feet south of the centerline of Taylor Avenue

45 mph - from a point 180 feet south of the centerline of Taylor Avenue to the southern City limits

Legends Boulevard (both directions)

25 mph - in its entirety

Mac Drive (both directions)

25 mph - in its entirety

Mantle Court (both directions)

25 mph - in its entirety

Mays Drive (both directions)

25 mph - in its entirety

McPherson Lane (both directions)

25 mph - in its entirety

Mel Ott Lane (both directions)

25 mph - in its entirety

Memorial Court (both directions)

25 mph - in its entirety

Midkiff Road (both directions)

40 mph - from the northern terminus of Midkiff Road to the centerline of Wall Street

35 mph - from the centerline of Wall Street to the centerline of Industrial Avenue

40 mph - from the centerline of Industrial Avenue to the centerline of Stokes Avenue

45 mph - from the centerline of Stokes Avenue to the southern City limits

Midland Drive (both directions)

35 mph - from the northern terminus of Midland Drive to the centerline of Green Tree Boulevard

45 mph - from the centerline of Green Tree Boulevard to the centerline of Loop 250

35 mph - from the centerline of Andrews Highway to the centerline of Wall Street

Mile High Lane (both directions)

25 mph - in its entirety

Minuteman Road (both directions)

25 mph - in its entirety

Mockingbird Lane (both directions)

30 mph - from the western terminus of Mockingbird Lane to the centerline of Midland Drive

45 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

40 mph - from the centerline of Midkiff Road to the centerline of Big Spring Street

45 mph - from the centerline of Big Spring Street to the eastern terminus of Mockingbird Lane

Mosswood Drive (both directions)

25 mph - in its entirety

Musial Way (both directions)

25 mph - in its entirety

Musket Drive (both directions)

25 mph - in its entirety

Neely Avenue (both directions)

30 mph - in its entirety

Nolan Ryan Drive (both directions)

25 mph - in its entirety

Olympic Court (both directions)

25 mph - in its entirety

O'Rourke Street (both directions)

25 mph - in its entirety

Pagewood Drive (both directions)

25 mph - in its entirety

Patriot Parkway (both directions)

25 mph - in its entirety

Pentagon Road (both directions)

25 mph - in its entirety

Polo Parkway (both directions)

25 mph - from the centerline of Loop 250 to the northern terminus of Polo Parkway

Potomac Parkway (both directions)

25 mph - in its entirety

Prairie Ridge Drive (both directions)

25 mph - in its entirety

Rangers Court (both directions)

25 mph - in its entirety

Rankin Highway (both directions)

30 mph - from the centerline of Interstate 20 to the centerline of Business Interstate 20

Revere Place (both directions)

25 mph - in its entirety

Ridgemont Court (both directions)

25 mph - in its entirety

Ridgemont Place (both directions)

25 mph - in its entirety

Riverfront Drive (both directions)

25 mph - in its entirety

Roadrunner Trail (both directions)

30 mph - in its entirety

Rustic Trail (both directions)

25 mph - in its entirety

Scharbauer Drive (both directions)

35 mph - from the centerline Golf Course Road to the eastern terminus of Scharbauer Drive

Sequoia Drive (both directions)

25 mph - in its entirety

Shea Lane (both directions)

25 mph - in its entirety

Sinclair Avenue (both directions)

35 mph - from the centerline of State Highway 158 to the western terminus of Sinclair Avenue

Sloan Field Boulevard (both directions)

35 mph - from the centerline of Wright Drive to the centerline of Windecker Street

30 mph - from to centerline of Windecker Street to the eastern terminus of Sloan Field Boulevard into La Force Boulevard

Solomon Lane (both directions)

30 mph - in its entirety

Spahn Street (both directions)

25 mph - in its entirety

State Highway 158 (both directions)

45 mph - from the centerline of Interstate 20 to the eastern City limits

45 mph - from the centerline of State Highway 191 to the centerline of Wadley Avenue

55 mph - from the centerline of Wadley Avenue to the centerline of Briarwood Avenue

State Highway 191 (both directions) (main lanes and frontage roads)

45 mph - from the centerline of Loop 250 to the centerline of State Highway 158

55 mph - from the centerline of State Highway 158 to a point 2,150 feet west of the centerline of State Highway 158

State Highway 349 (both directions)

65 mph - from the northern City limits to the southern boundary of Martin County

Sterling Court (both directions)

25 mph - in its entirety

Sterling Place (both directions)

25 mph - in its entirety

Stonecrest (both directions)

25 mph - in its entirety

Sundance Court (both directions)

25 mph - in its entirety

Sundance Place (both directions)

25 mph - in its entirety

Teakwood Trace (both directions)

25 mph - in its entirety

Thomas Paine Road (both directions)

25 mph - in its entirety

Thomason Drive (both directions)

35 mph - from the western terminus of Thomason Drive to the centerline of Holly Drive/Anetta Drive

30 mph - from the centerline of Holly Drive/Anetta Drive to the centerline of Wall Street

Three Rivers Lane (both directions)

25 mph - in its entirety

Todd Drive (both directions)

40 mph - from the northern terminus of Todd Drive to the centerline of Golf Course Road (within the City limits)

30 mph - from the centerline of Golf Course Road to the centerline of Business Interstate 20

Tradewinds Boulevard (both directions)

35 mph - from the centerline of the south service road of State Highway 191 to the centerline of Thomason Drive

40 mph - from the centerline of Thomason Drive to the centerline of the north service road of Business Interstate 20

Tumbleweed Trail (both directions)

30 mph - in its entirety

Valor Court (both directions)

25 mph - in its entirety

Valor Lane (both directions)

25 mph - in its entirety

Vanguard Road (both directions)

25 mph - in its entirety

Veterans Airpark Lane (both directions)

40 mph - in its entirety

Victory Parkway (both directions)

25 mph - in its entirety

Viva Max (both directions)

25 mph - in its entirety

Wadley Avenue (both directions)

40 mph - from the western terminus of Wadley Avenue to the centerline of Big Spring Street

35 mph - from the centerline of Big Spring Street to the centerline of Lamesa Road

45 mph - from the centerline of Lamesa Road to the eastern terminus of Wadley Avenue

Wagner Drive (both directions)

25 mph - in its entirety

Wagner Street (both directions)

25 mph - in its entirety

Wall Street (both directions)

35 mph - from the centerline of Andrews Highway to the centerline of B Street

30 mph - from the centerline of B Street to the centerline of Front Street

Winddrift (both directions)

25 mph - in its entirety

Wright Drive (both directions)

35 mph - in its entirety

SECTION TWO. That the above speed zoning is based upon findings and determinations of the City Council made as a result of certain traffic surveys and studies made by the City Traffic Engineer.

SECTION THREE. That the Traffic Engineer of the City of Midland is hereby authorized and directed to install appropriate speed zone signs commensurate with the provisions of this ordinance.

SECTION FOUR. That any person violating the prima facie speed limits established by this ordinance shall, upon conviction, be punished by a fine of not less than one Dollar ($1.00) nor more than Two Hundred Dollars ($200.00), as fully prescribed by Section 542.401 of the Texas Transportation Code.

SECTION FIVE. That Ordinance No. 10566 is hereby expressly repealed; and 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.

Not repealed, amended, or in any way affected by this ordinance are those ordinances establishing speed limits in school zones or school crossings and those ordinances establishing temporary regulatory construction speed limits.

SECTION SIX. That repeal of the ordinances, or parts of ordinances, effectuated by the enactment of this ordinance shall not be construed as abating any actions pending under or by virtue of such ordinances; or as discontinuing, abating, modifying or altering any penalty accruing or to accrue; or as affecting the liability of any person, firm or corporation;

or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION SEVEN. 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 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

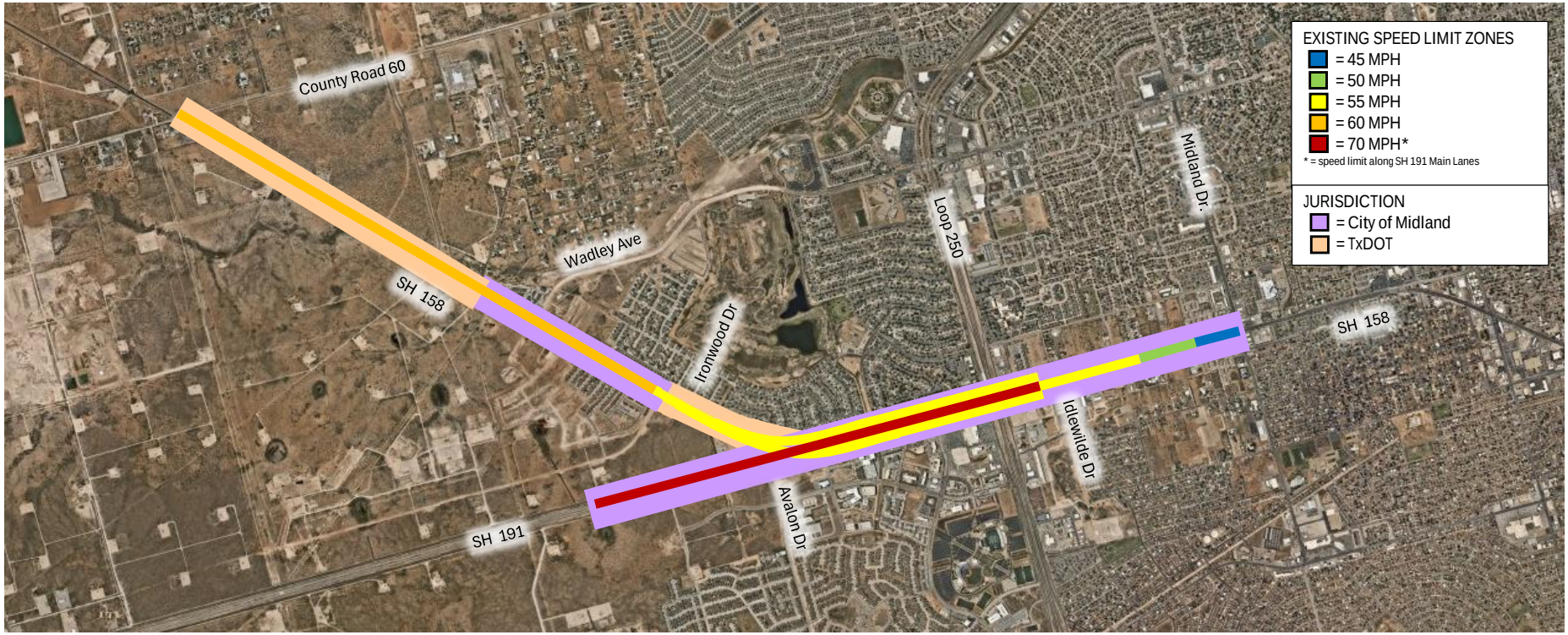
APPROVED AS TO CONTENT
AND COMPLETENESS:

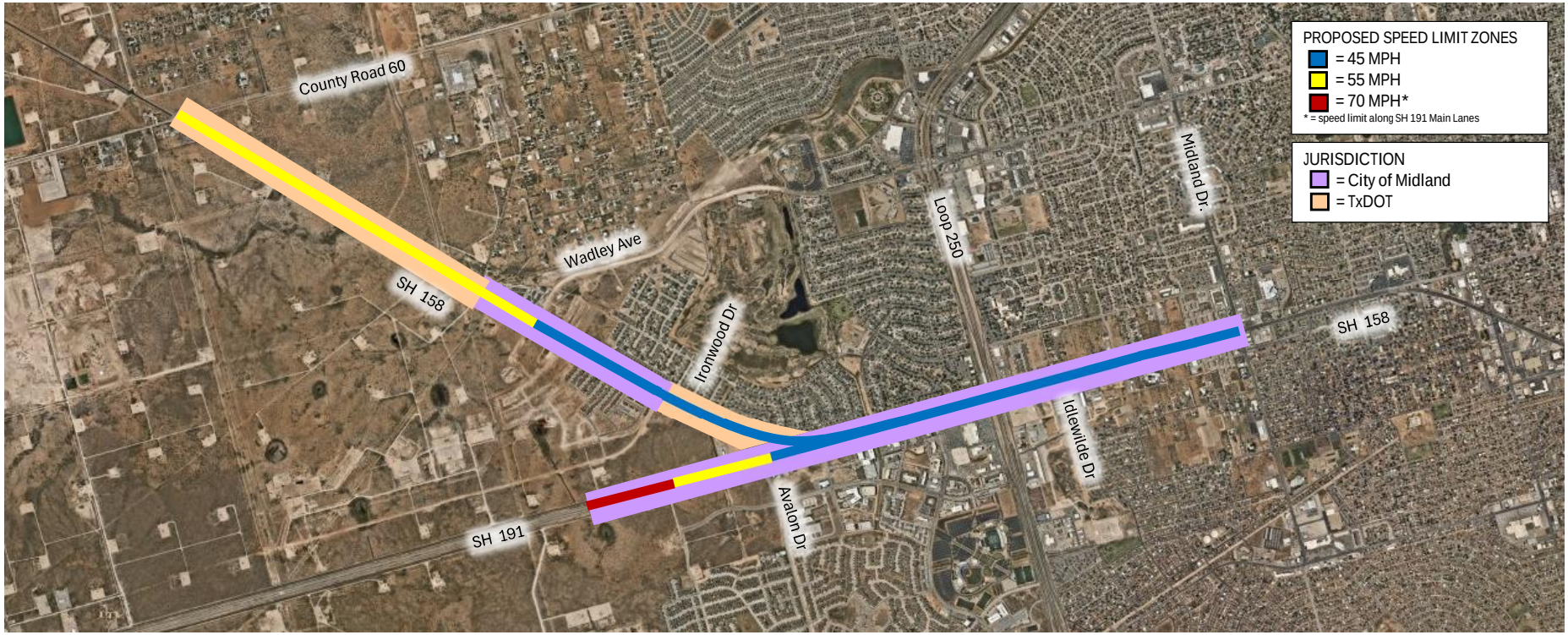
_____
Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

Existing Speed Limits




PROPOSED SPEED LIMIT ZONES
= 45 MPH
= 55 MPH
= 70 MPH*
* = speed limit along SH 191 Main Lanes
JURISDICTION
= City of Midland
= TxDOT
County Road 60
SH 158
Wadley Ave
Ironwood Dr
Loop 250
Midland Dr.
SH 158
Idlewilde Dr
Avalon Dr
SH 191

City Council Meeting

Item Number: 26

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

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

Purpose:

Applicant, 237 West Wall, 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 621 West Wall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

All surrounding properties are zoned CB, Central Business Districts. Property to the north is office buildings. The property to the east is Hot Shots. The property to the south is The Bar parking lot. The property to the west is Wall Street Cocina.

Analysis:

The property is located at 621 West Wall Street and is currently zoned CB, Central Business District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bar is 5,792 square feet and the proposed alcohol serviceable area is 4,462 square feet. Additionally, due to the volume of incidents reported for this property, staff is recommending additional conditions, being Condition D, which will require the presence of peace officers during the hours of the SUD, and Condition I, which will require the SUD to be reviewed by City Council seven months from the time of its approval to assess whether not the same issues are present. At such time, Council may amend the conditions of the SUD or even repeal the SUD.

The proposed hours of operation:

Sunday through Saturday from 12 p.m. to 2 a.m.

The proposed hours of alcohol service:

Sunday through Saturday from 12 p.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland

residents can gather and socialize to build connections." Double Bar Saloon is a destination where Midland residents will gather and socialize. This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No 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 Double Bar Saloon is acceptable. The property must adhere to the maximum occupant load of 115 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (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 Condition A through I.

Conditions:

A. That the serviceable area shall be limited to approximately 4,462 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 12 p.m. to 2 a.m.

D. That the operator of the establishment shall provide a minimum of two certified peace officers as security guards on the premises of the establishment during hours of operation on Friday and Saturday that occur between 9 p.m. and 2 a.m. of the following day.

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

G. That the operator of the establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

H. That in accordance with Section 11-1-9.07. E.3 of the zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

I. That the specific use designation with term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this specific use designation with term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the establishment. Based upon such review, the City Council may direct the Specific Use Designation With Term or to repeal this ordinance.

Letters of Objection:

As of May 16, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation

José E. Ort

City Manager's Office

ORDINANCE NO. _____

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 13, Block 61, Original Town Addition, Section 25, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 4,462 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 12:00 p.m. (noon) to 2:00 a.m. of the following day.

D. That the operator of the Establishment shall provide a minimum of two certified peace officers as security guards on the premises of the Establishment during hours of operation on Friday and Saturday that occur between 9:00 p.m. and 2:00 a.m. of the following day.

E. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

G. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

H. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

I. That the Specific Use Designation With Term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this Specific Use Designation With Term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the Establishment. Based upon such review, the City Council may direct staff to begin the process to amend the conditions and restrictions of the Specific Use Designation With Term or to repeal this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ 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

621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²

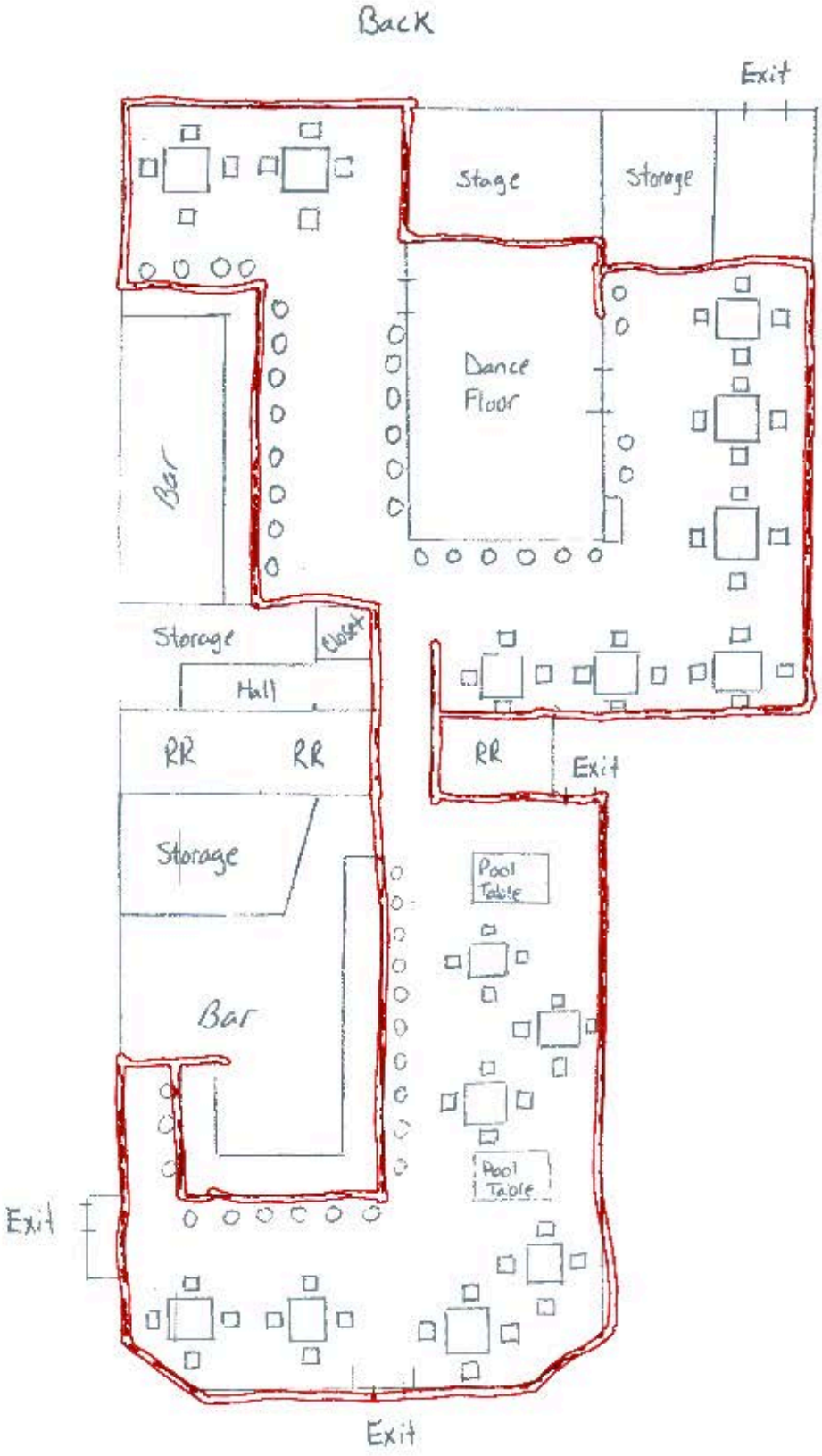


EXHIBIT A

MIDLAND
Planning Division

Specific Use Permit with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUP-25-0202

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: 237 West Wall, LLC.		Phone (432) 770-2193 Email Doublebarsalon@gmail.com	
Address 1401 Ainslee St.	City Midland	State TX	Zip 79701

Property Owner Printed Name: Wall Street Joint Ventures		Phone (713) 385-6527 Email becky.thomson@rtspecialty.com	
Address 918 Malone St.	City Houston	State TX	Zip 77007

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 621 W. Wall St.

Business Name: Double Bar Saloon

Legal Description
Lot: 13 Block: 61 Subdivision: Original Town, Section 25

Current Zoning: CB

Reason for Request: We are operating a bar at this location.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bar

Proposed/Current Days and Hours of Operation: Sunday-Saturday 12:00PM-2:00AM

Proposed Days and Hours of Alcohol Service: Sunday-Saturday 12:00PM-2:00AM

Total Square Footage of Business: 5,792

Square Footage of Alcohol Serviceable Area: 4,462

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:** 2
	Women	**Toilets:** 3	**Bathroom Sinks:** 2

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Carlin Smith Raymon Griffith	Date: 05/07/2025
Applicant (printed): Carlin Smith Raymon Griffith	
Property Owner (signature):	Date:

Property Owner (printed) :_____

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

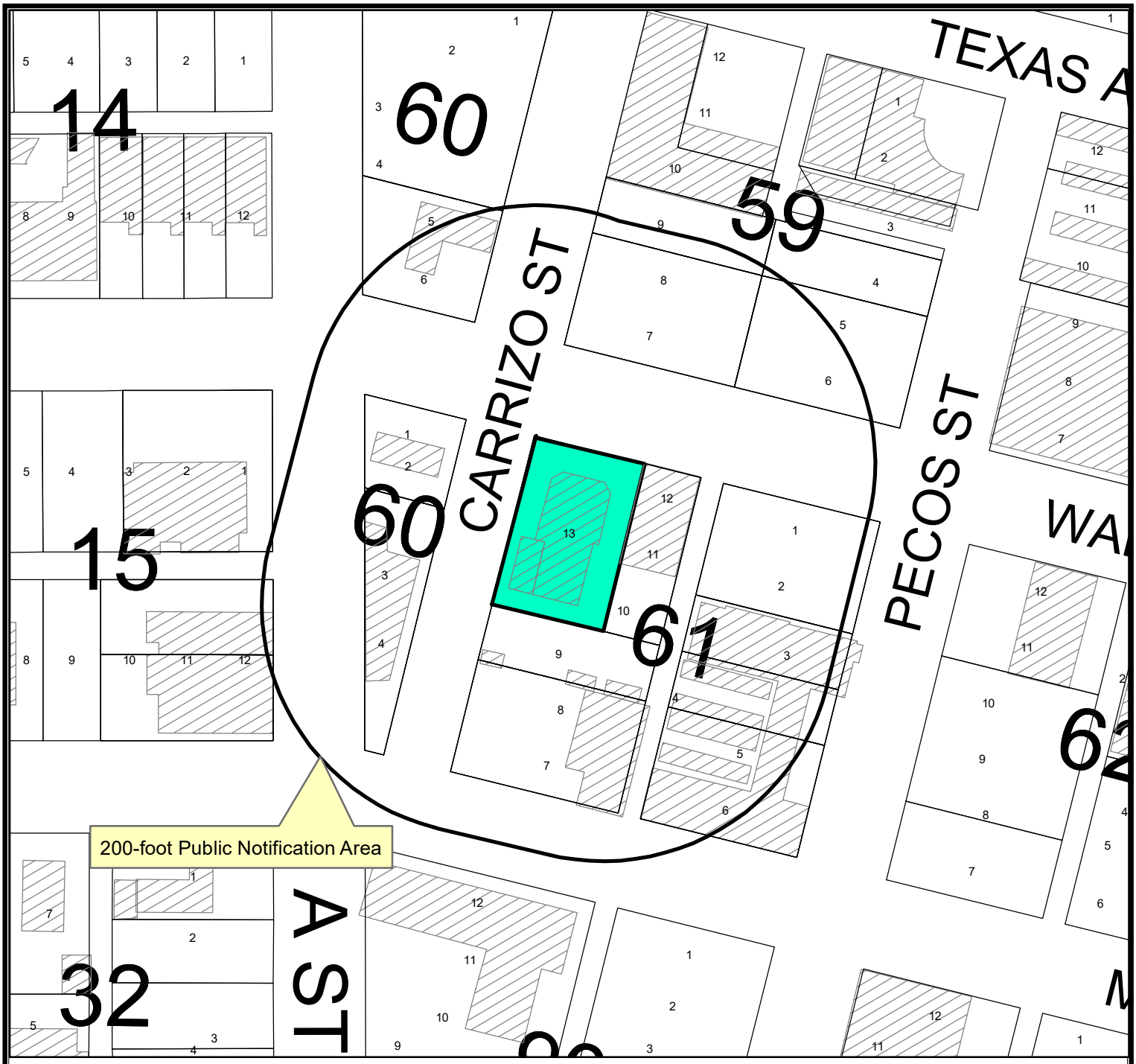
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check # invoiced	☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date: 4/25/25

RECEIVED
MAY 07 2025

****Application will not be considered for scheduling until reviewed by a planner.**



Location Map

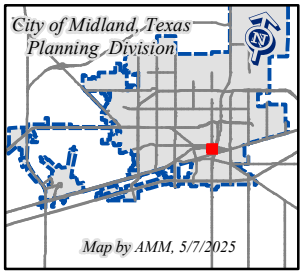
SUD-25-0202 **Scale: 1" = 600'**

Consider a request by 237 West Wall, LLC, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 13, Block 61, Original Town, Section 25, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of West Wall Street and South Carrizo Street (Council District 3)

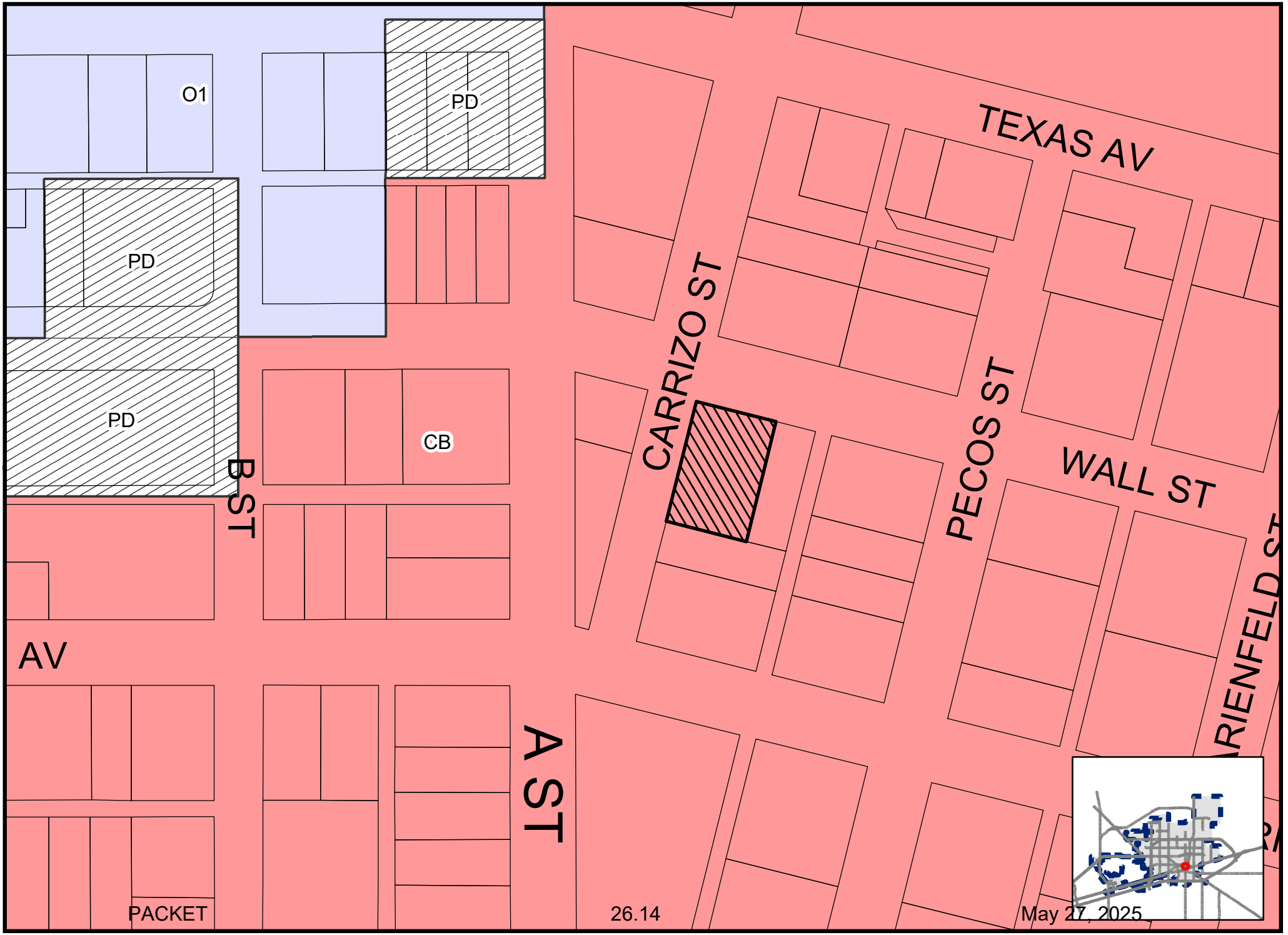
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.

May 27, 2025



Map by AMM

SUD-25-0202

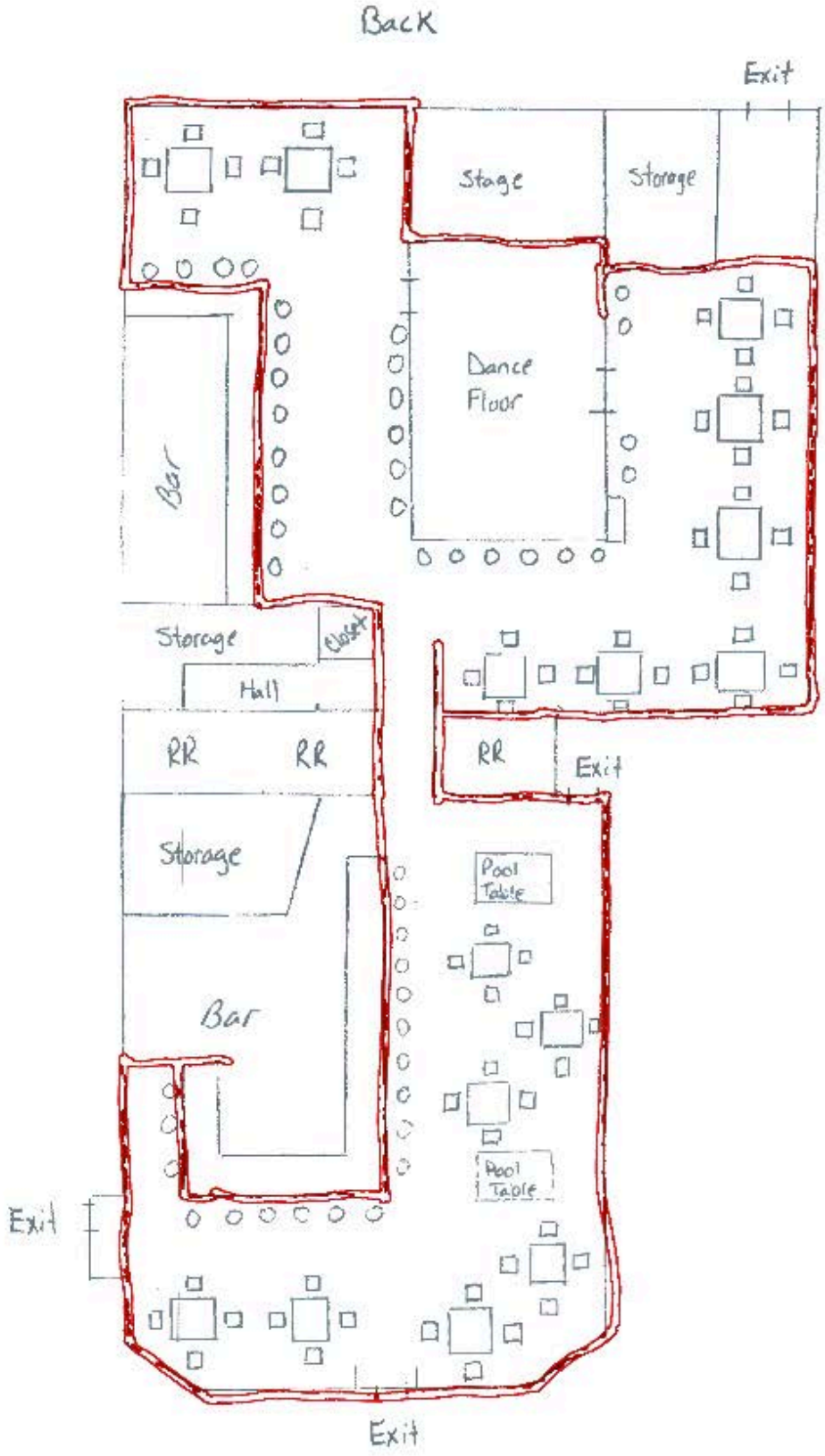
Scale: 1" = 600'

ZONING MAP

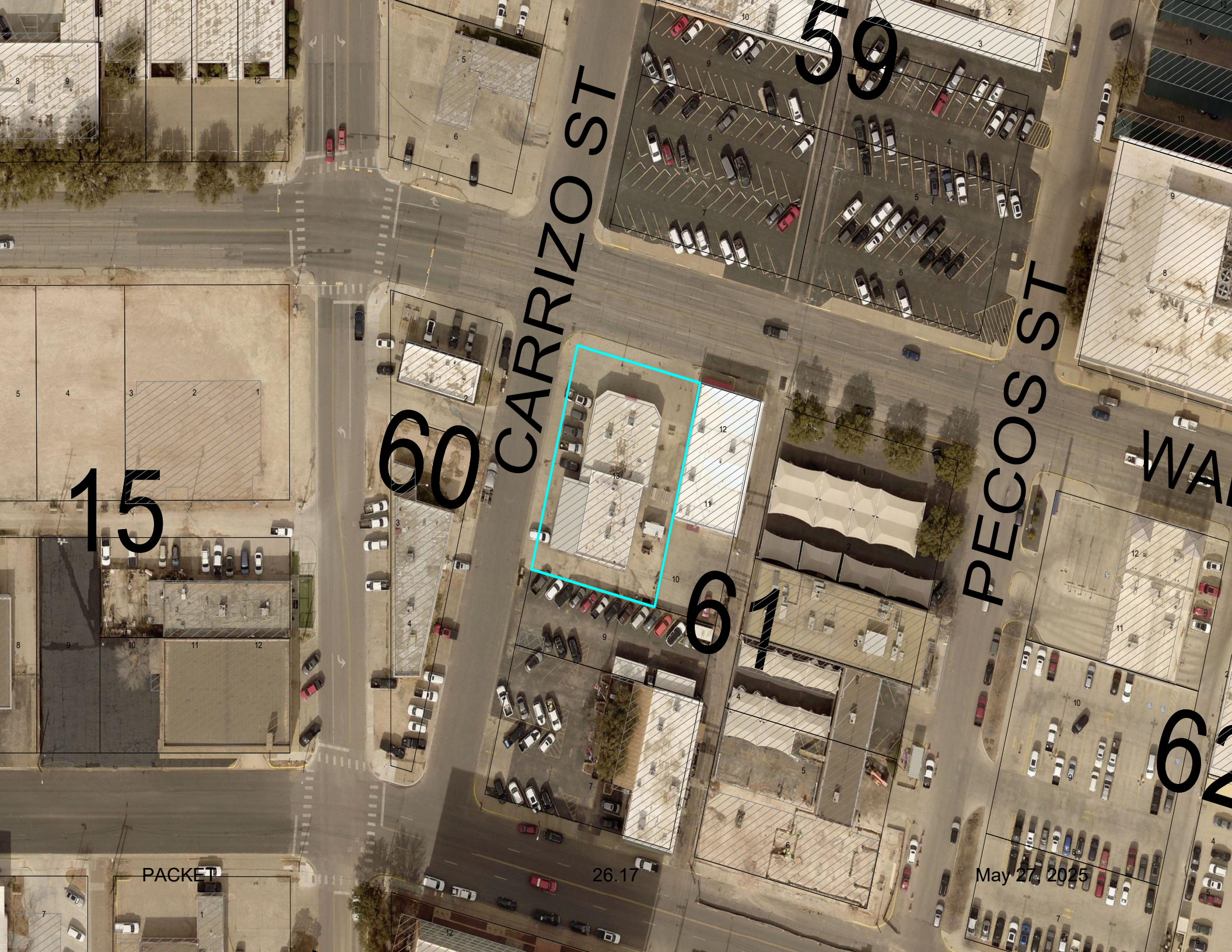
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

621 West Wall St. Midland, Tx 79701

max occupancy: 115
Serviceable square footage: 4,462 ft.²




Double Bar Saloon

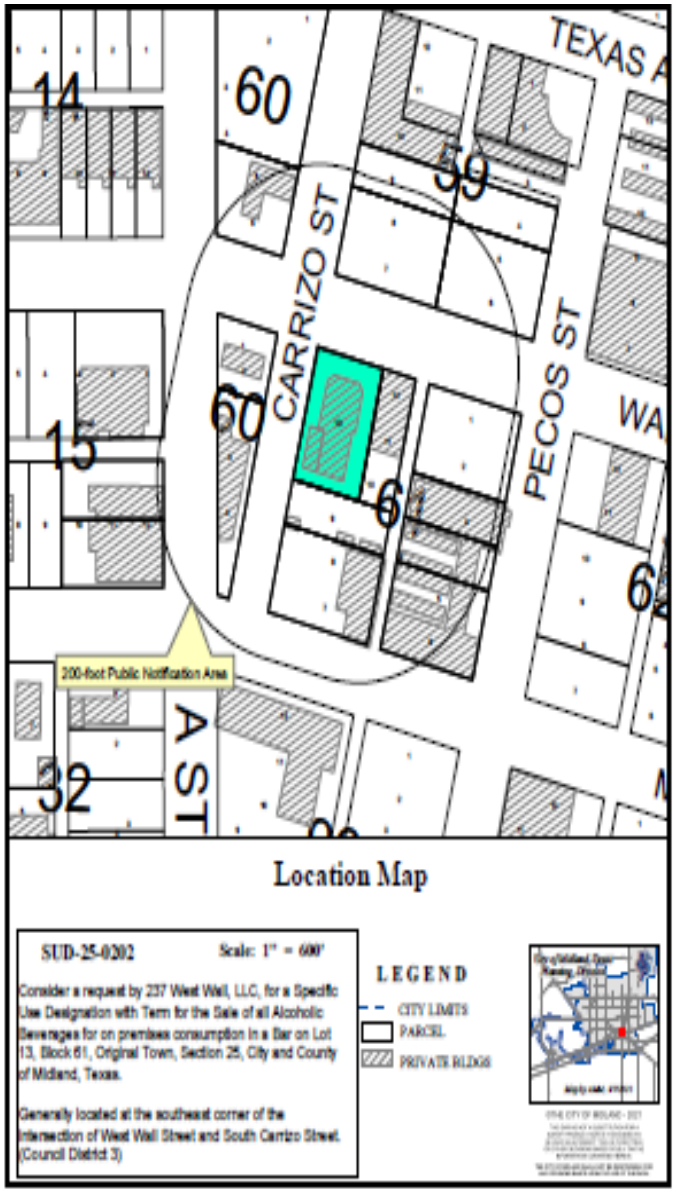

59
CARRIZO ST
60
61
PECOS ST
15

ITEM
SPECIFIC USE DESIGNATION WITH TERM
621 WEST WALL STREET (DOUBLE BAR SALOON)

Visit Our Website
MIDLANDTEXAS.GOV

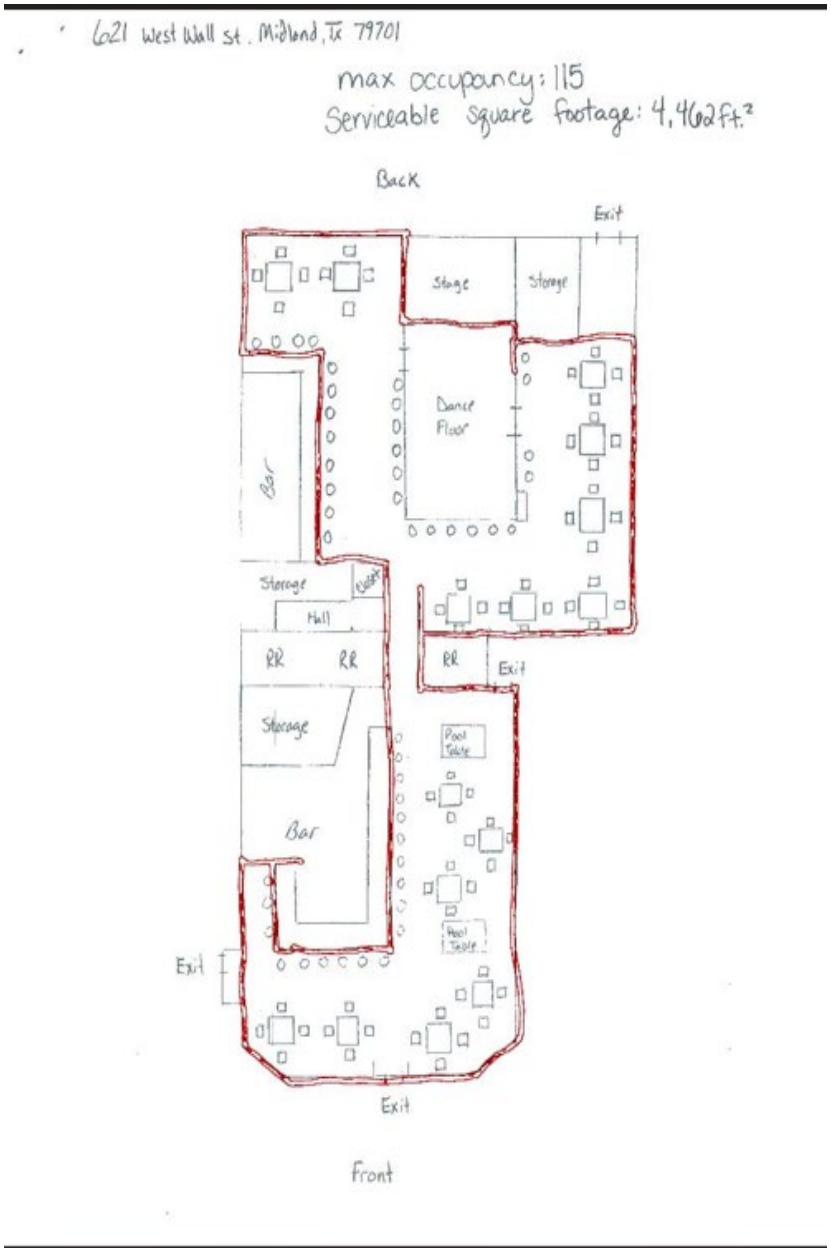
APPLICATION SUMMARY

- **Property owner & applicant:** 237 West Wall, LLC
- **Application Type:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Reason for Request:** Allow Alcohol on Premises
- **Address:** 621 West Wall Street (District 3)



SUD DETAILS

- **Square Footage of SUD:** 5,792 sq ft
- **Alcohol Serviceable Area:** 4,462 sq ft
- **Proposed Days and Hours of Operation:**
  - Sunday through Saturday from 12 p.m. to 2 a.m.



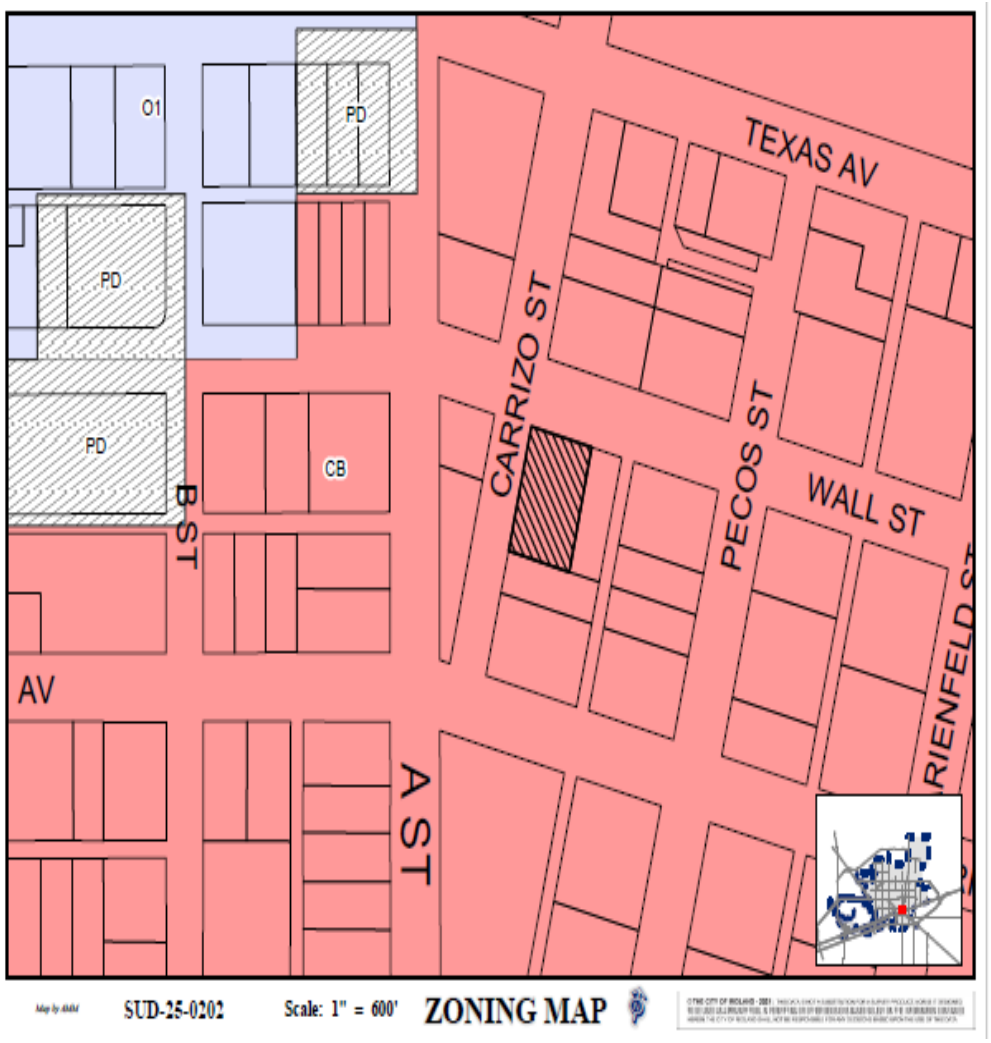
DISTANCE VERIFICATION FOR SENTSITIVE USES

Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.



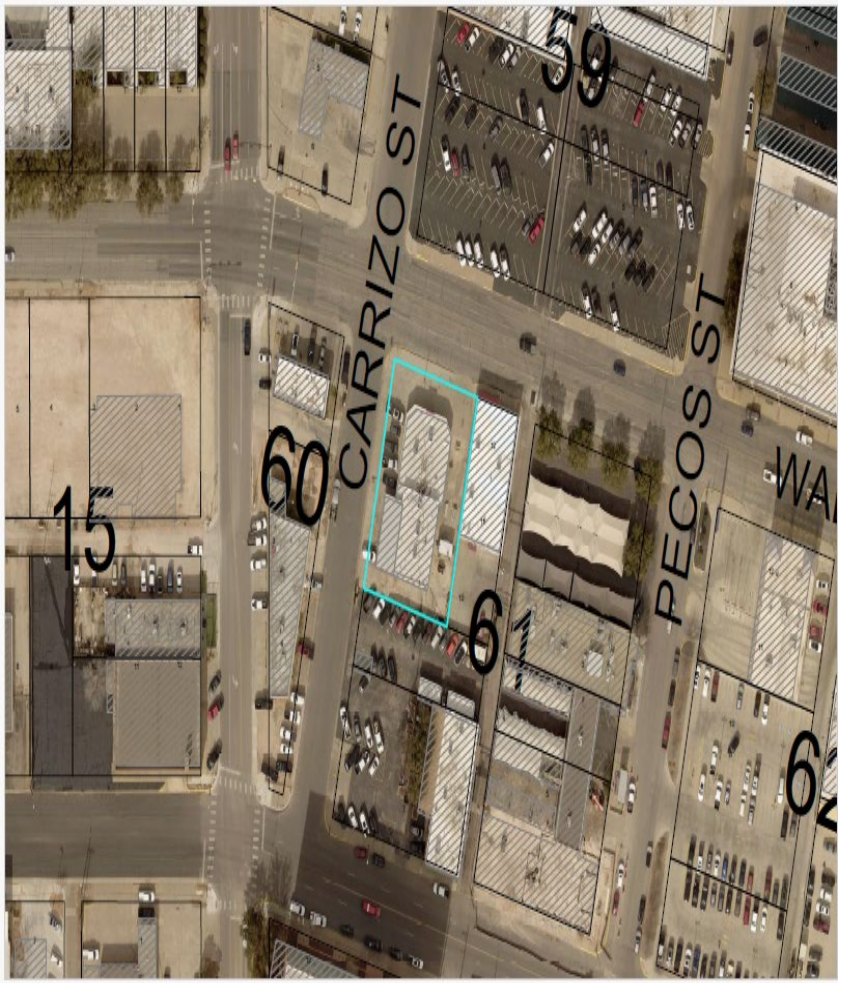
ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:** CB, Central Business District.



LAND USE

- **Current Use of the Property:**
  Bar: The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Proposed use of the Property:**
  A Bar
- **Surrounding Uses:**
  - **North:** Office Building
  - **East:** Hot Shots
  - **West:** Wall Street Cocina
  - **South:** The Bar





On Carrizo Street, Looking South

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Village Center
- **Supported Uses:**
  - This is a village center area and there are no policies established for this location.
  - Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



STAFF RECOMMENDATION

- No objections have been received.
- On May 19, P&Z Commission approved of this request.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a bar subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 4,462 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 12 p.m. to 2 a.m.

D. That the operator of the establishment shall provide a minimum of two certified peace officers as security guards on the premises of the establishment during hours of operation on Friday and Saturday that occur between 9 p.m. and 2 a.m. of the following day.

STAFF RECOMMENDATION

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

F. That the establishment shall meet all requirements of the Fire Department and Code Administration.

STAFF RECOMMENDATION

G. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

H. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

STAFF RECOMMENDATION

I. That the specific use designation with term granted herein will be reviewed by the City Council within seven months. In conducting the review, the City Council may consider factors including, but not limited to, (1) whether the conditions and restrictions of this specific use designation with term have been satisfied and (2) the volume and types of incidents reported to have occurred on the premises of the establishment. Based upon such review, the City Council may direct the specific use designation with term or to repeal this ordinance.

MISSION

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



City Council Meeting

Item Number: 27

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,500-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 340 FEET WEST OF EDWARDS STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BOOKSTORE 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)**

Purpose:

Megan Dixon 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 Spring Park Drive for Main Squeeze Midland.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

RR, Retail Regional District

Surrounding Zoning and Land Use:

The property to the north is zoned RR, Regional Retail District and is the location of Ally Outdoors. 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 Transitional District and is a commercial business. The property to the south is zoned RR, Regional Retail District and is the location of the Cowboy Prime Restaurant.

Analysis:

The property is located at 200 Spring Park Drive and is currently zoned RR, Regional Retail District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bookstore, Main Squeeze Midland, is 1,500 square feet and the proposed alcohol serviceable area is 1,050 square feet.

The proposed hours of operation:

Sunday through Saturday from 11 a.m. to 9 p.m.

The proposed hours of alcohol service:

Sunday through Saturday from 11 a.m. to 9 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” Main Squeeze Midland is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No 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 Main Squeeze is acceptable. The property must adhere to the maximum occupant load of 70 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 bookstore, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 1,050 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 11 a.m. to 9 p.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises

consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with Section 11-1-9.07. E.3 of the zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of

Letters of Objection:

As of May 16, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation

José E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,500-SQUARE FOOT PORTION OF LOT 2, BLOCK 1, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SPRING PARK DRIVE, APPROXIMATELY 340 FEET WEST OF EDWARDS STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BOOKSTORE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for a 1,500-square foot portion of Lot 2, Block 1, Corporate Plaza Addition, Section 21, 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 bookstore (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 1,050 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 11:00 a.m. to 9:00 p.m

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

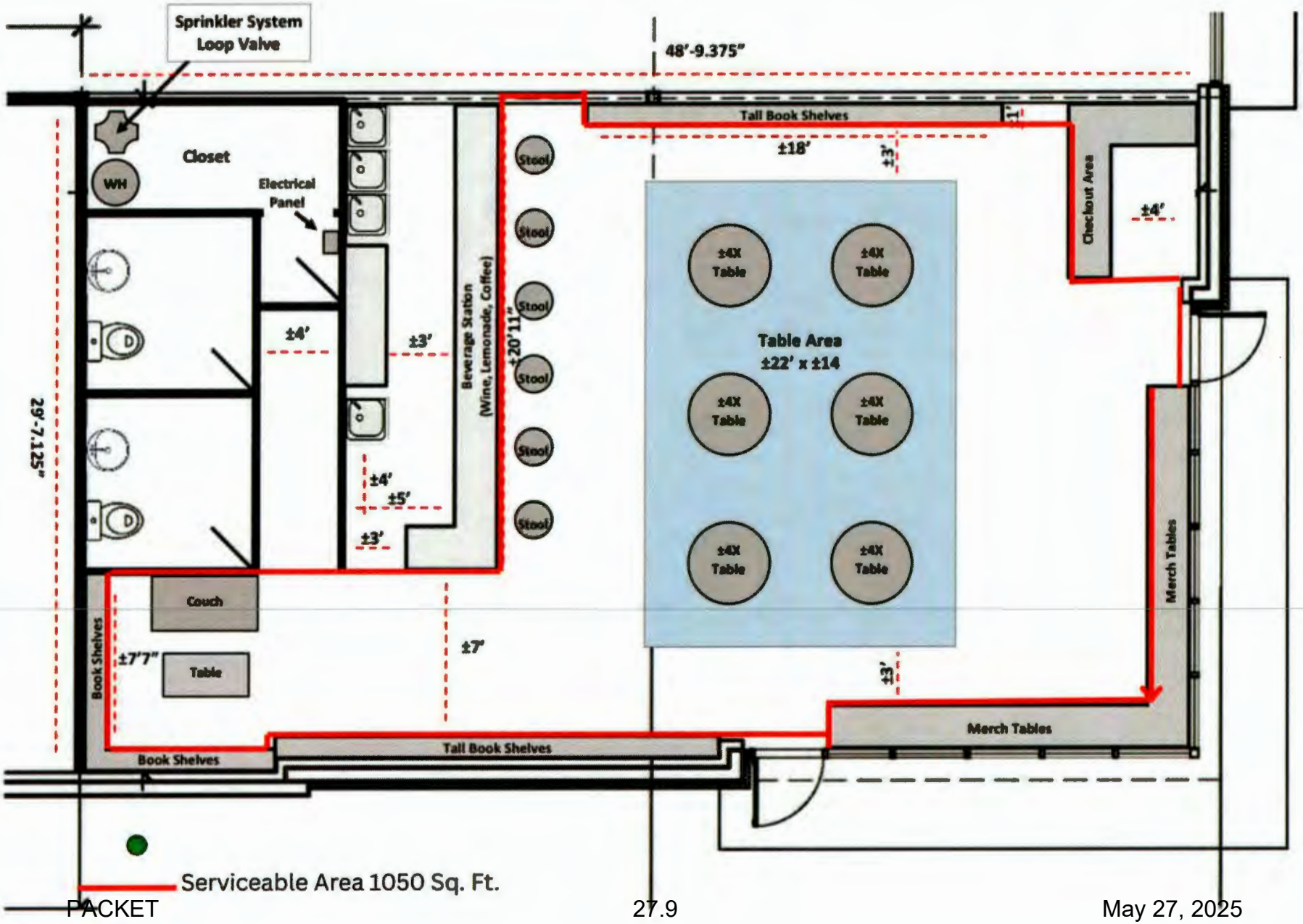
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

Suite 302
1,500 SF



Docusign Envelope ID: A8E86323-F481-47BD-B8A7-B25B3678497A

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number:

Case Number: SUD-25-0199

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: **Megan Dixon**		Phone (432) 254-1994 Email mainsqueezemidland@gmail.com	
Address **6605 E. County Road 109**	City Midland	State TX	Zip 79706
Property Owner Printed Name: James Gripp		Phone (432) 847-7283 Email gripp@allyoutdoors.com	
Address 201 Spring Park Drive Suite 103	City Midland	State TX	Zip 79705
Representative *(if different from Applicant or Property Owner)* Firm: N/A Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 200 Spring Park Drive Suite 302

Business Name: Main Squeeze Midland

Legal Description
Lot: 002 Block: 001 Subdivision: Corporate Plaza, Section 21

Current Zoning: Regional Retail

Reason for Request: We aim to create a bookstore that offers wine, malt, and coffee options, providing readers and women with a welcoming space that feels like their own within the community.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bookstore (main squeeze midland)

Proposed/Current Days and Hours of Operation: Sunday - Saturday 11:00 am to 9 pm

Proposed Days and Hours of Alcohol Service: Sunday - Saturday 11:00 am to 9 pm

Total Square Footage of Business: 1500 sq. ft.

Square Footage of Alcohol Serviceable Area: 1050 sq. ft.

Restroom Fixtures:	*Men*	**Toilets/Urinals:** 1 / 1	**Bathroom Sinks:** 1
	Women	**Toilets:** 1	**Bathroom Sinks:** 1

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Megan Dixon	Date: 4/17/2025
Applicant (printed): Megan Dixon	
Property Owner (signature): Signed by: James Gripp C3A7E1B17B954F4...	Date: 4/16/2025
Property Owner (printed): James Gripp	

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 Megan Dixon who, being by me duly sworn, upon oath says: That (s)he is authorized by James Gripp, 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.

Megan Dixon
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 17 day of April, 20 25, to certify which witness my hand and seal of office.

ROSE ROMACK NOTARY PUBLIC STATE OF TEXAS ID# 131773957 EXPIRES 10-25-2026

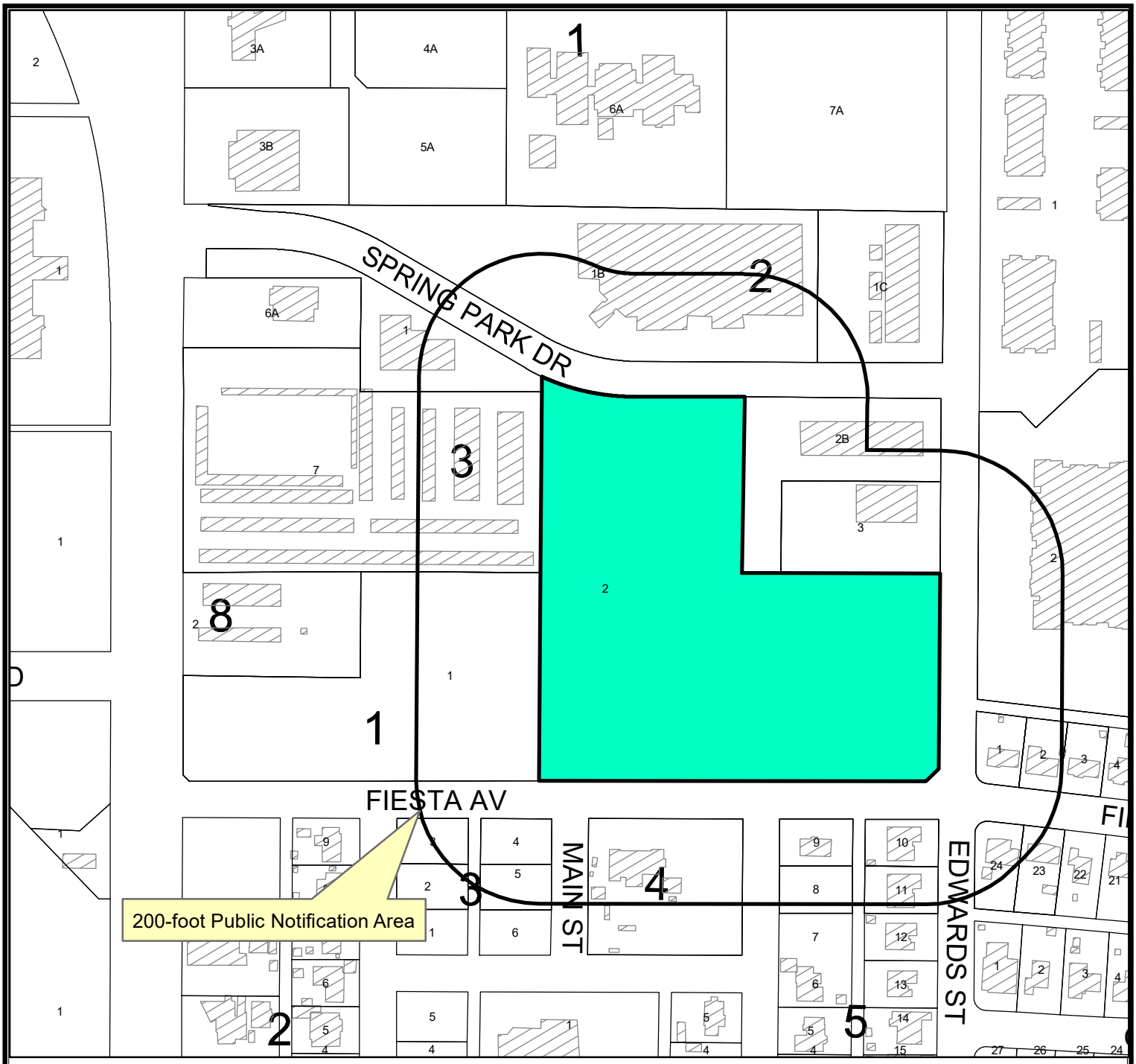
Rose Romack
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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 # 1038	☑ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

RECEIVED
APR 17 2025
Initial:

Application will not be considered for scheduling until reviewed by Planner



Location Map

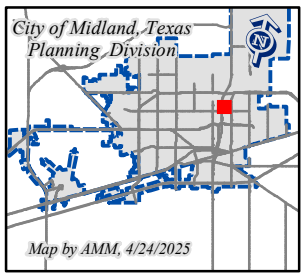
SUD-25-0199 **Scale: 1" = 600'**

Consider a request by Megan Dixon for a Specific UseDesignation with Term for the Sale of all Alcoholic Beveragesfor on premises consumption in a bookstore on a 1500 square-foot portion of Lot 2, Block 1, Corporate Plaza, Section 21, City and County of Midland, Texas.

Generally located on the south side of Spring Park Drive, approximately 340 feet from Edwards Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.

Docusign Envelope ID: EAB97A5E-42AC-470A-B6A2-867B429BC186

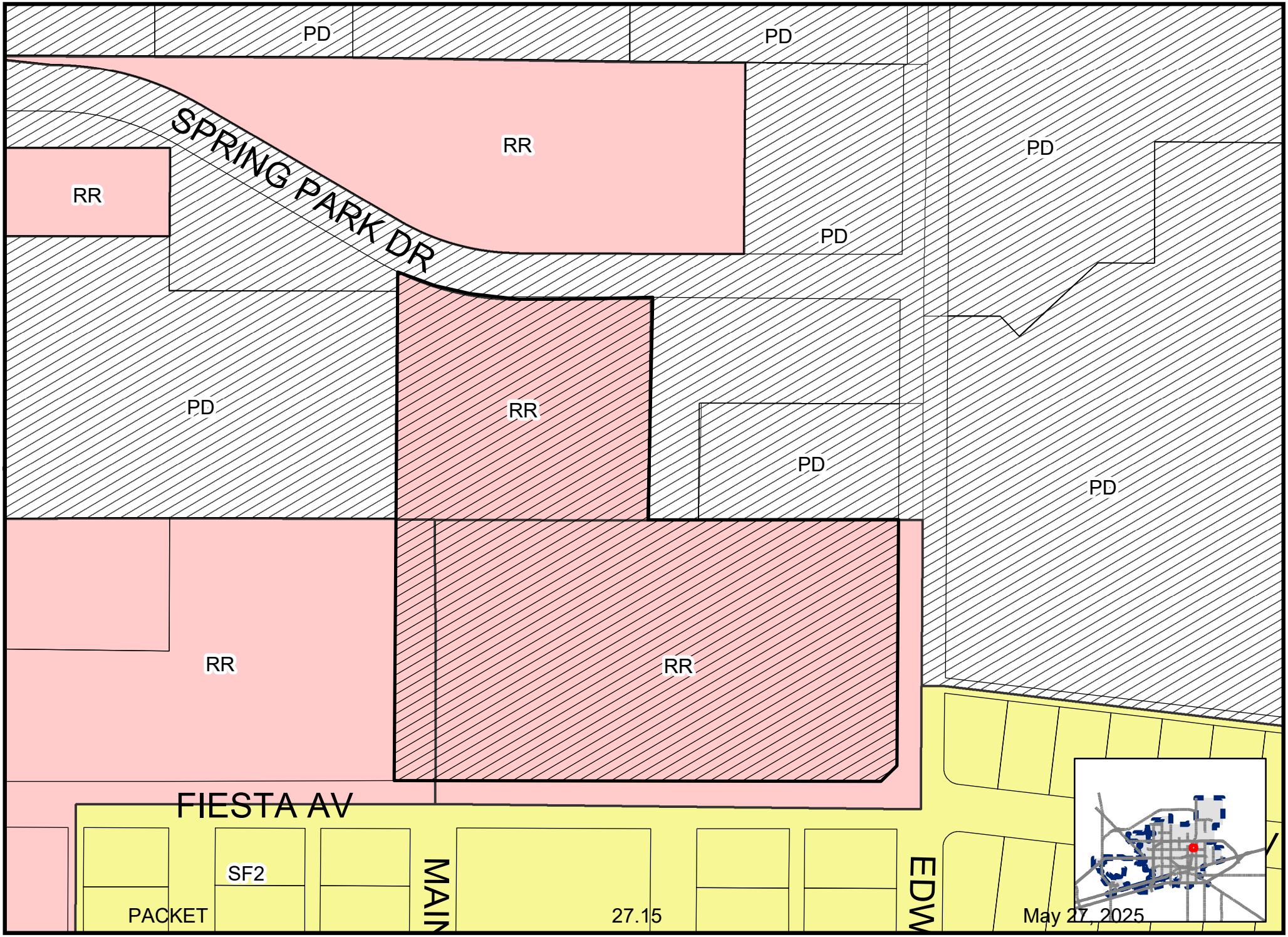
EXHIBIT "A"

THE SITE PLAN ON THIS EXHIBIT "A" IS TENTATIVE AND PRELIMINARY ONLY AND IS NOT A WARRANTY OR REPRESENTATION ON THE PART OF LANDLORD THAT THE SHOPPING CENTER AND/OR PREMISES IS, ARE, WILL BE OR WILL CONTINUE TO BE EXACTLY AS INDICATED HEREON.

SITE PLAN



Landlord _____ Tenant MD



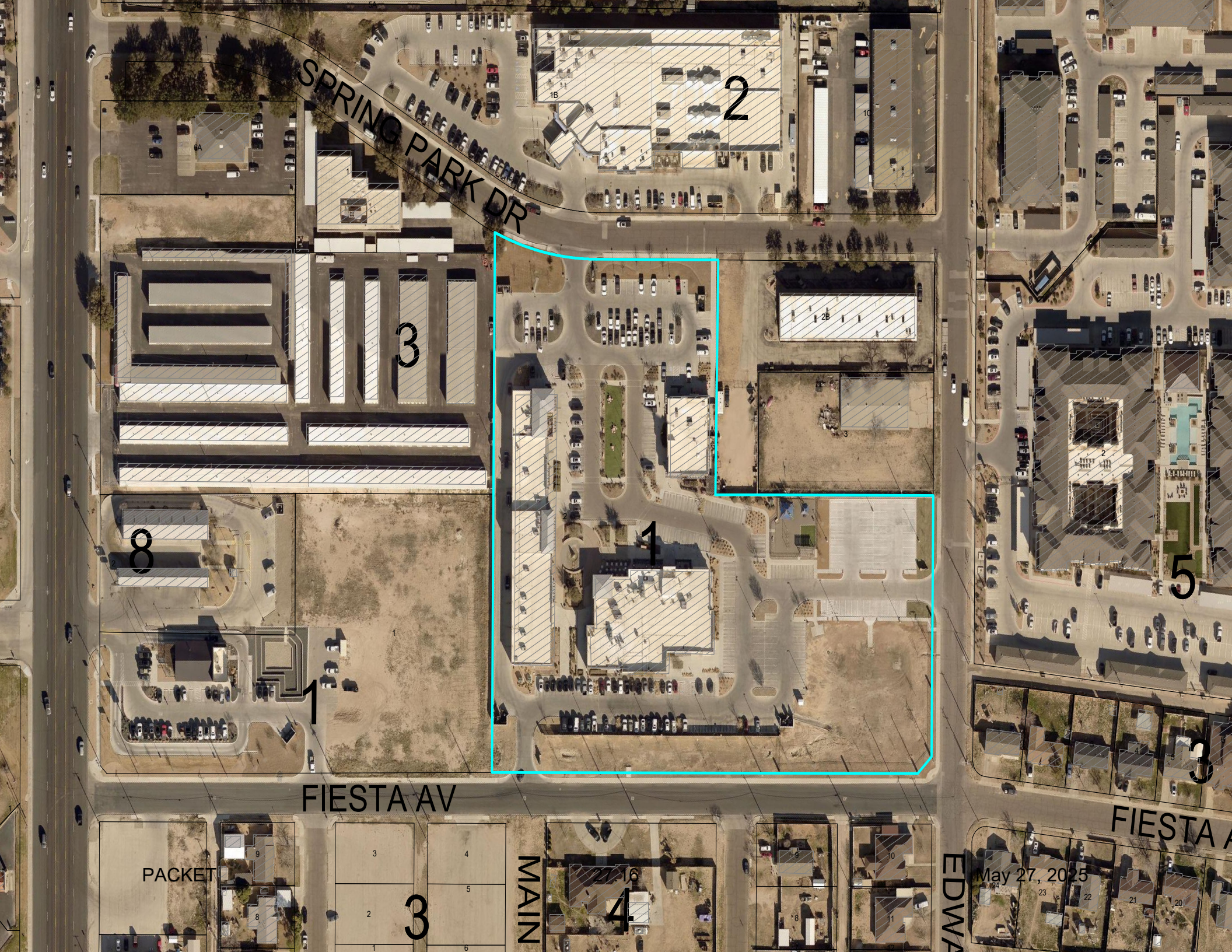
Map by AMM, 04/29/25

SUD-25-0199

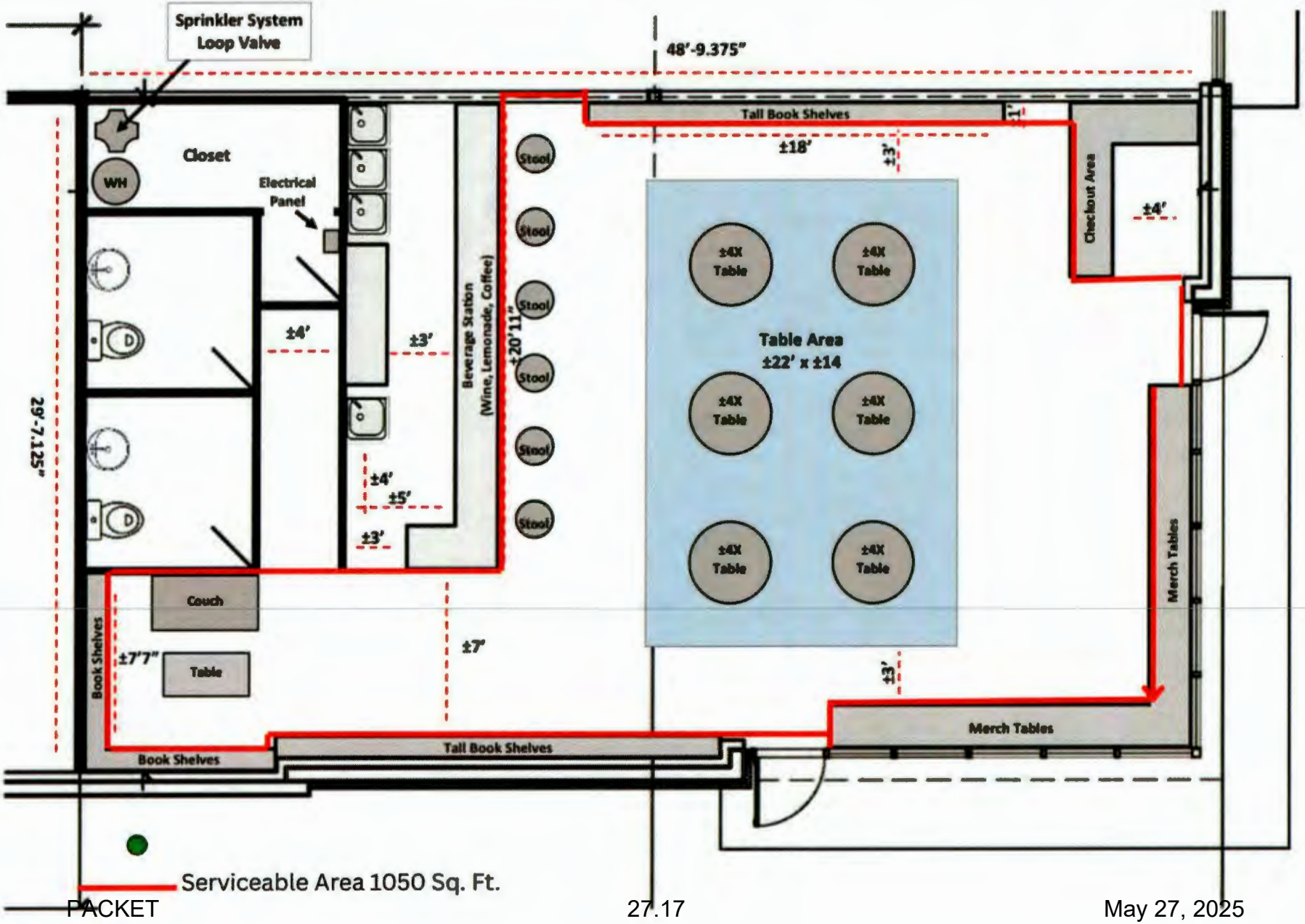
Scale: 1" = 600'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


SPRING PARK DR
FIESTA AV
MAIN
EDWA
FIESTA A
PACKET
May 27, 2025
1
2
3
4
5
8

Suite 302
1,500 SF





ITEM

SPECIFIC USE DESIGNATION WITH TERM

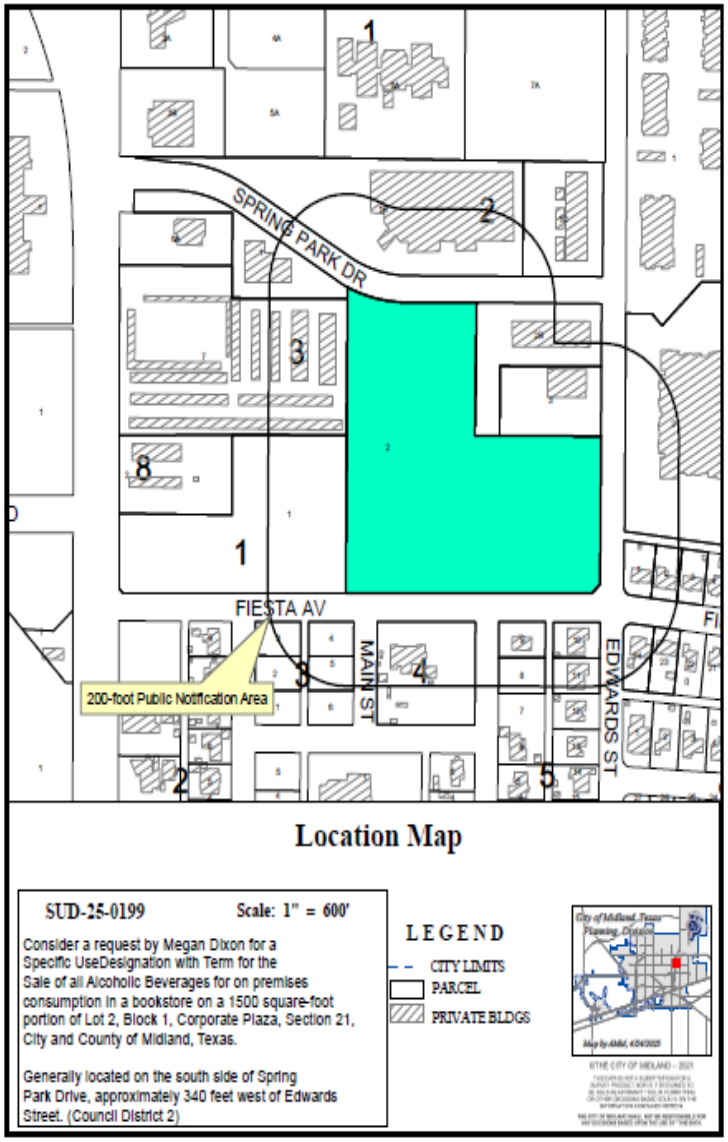
200 SPRING PARK (MAIN SQUEEZE MIDLAND)

Visit Our Website

MIDLANDTEXAS.GOV

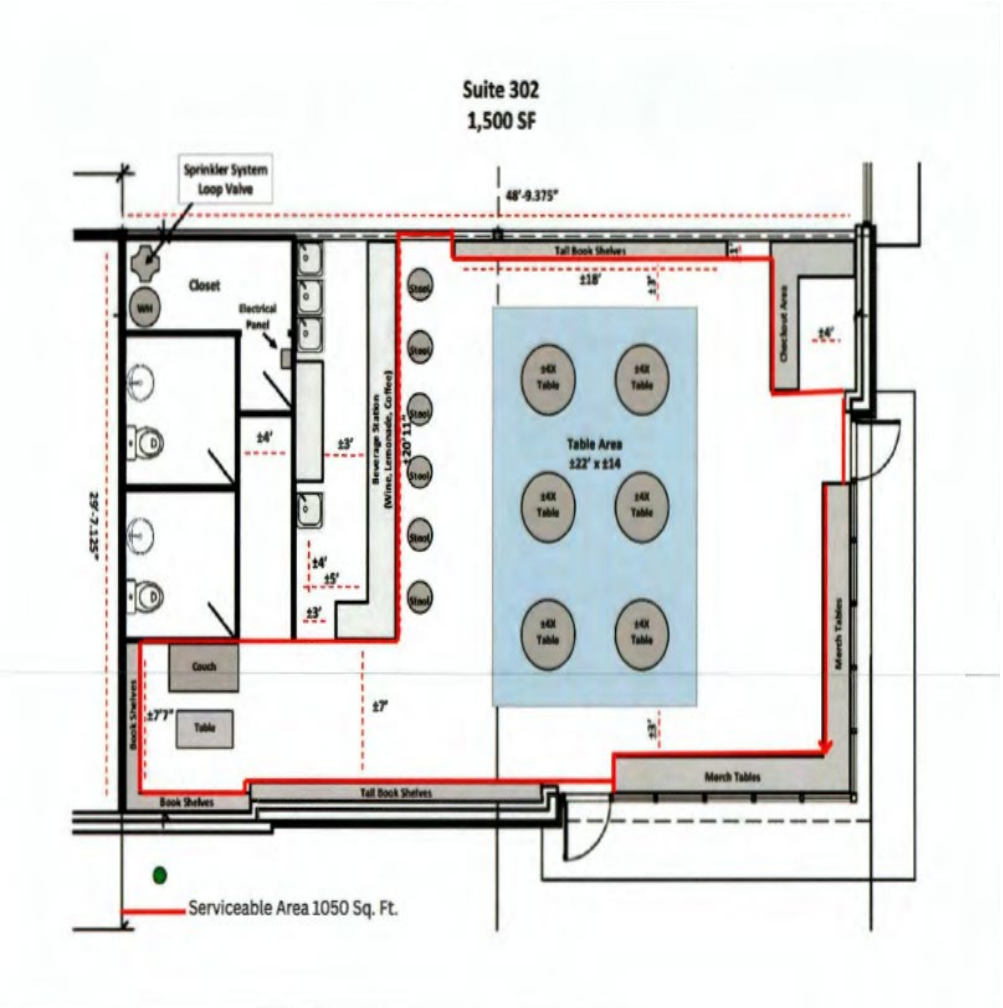
APPLICATION SUMMARY

- **Property owner & applicant:** Megan Dixon
- **Application Type:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Reason for Request**: Allow alcohol on premises
- **Address:** 200 Spring Park (District 2)



SUD DETAILS

- **Square Footage of SUD:** 1,500 sq ft
- **Alcohol Serviceable Area:** 1,050 sq ft
- **Proposed Days and Hours of Operation:**
  - Sunday through Saturday from 11 a.m. to 9 a.m.



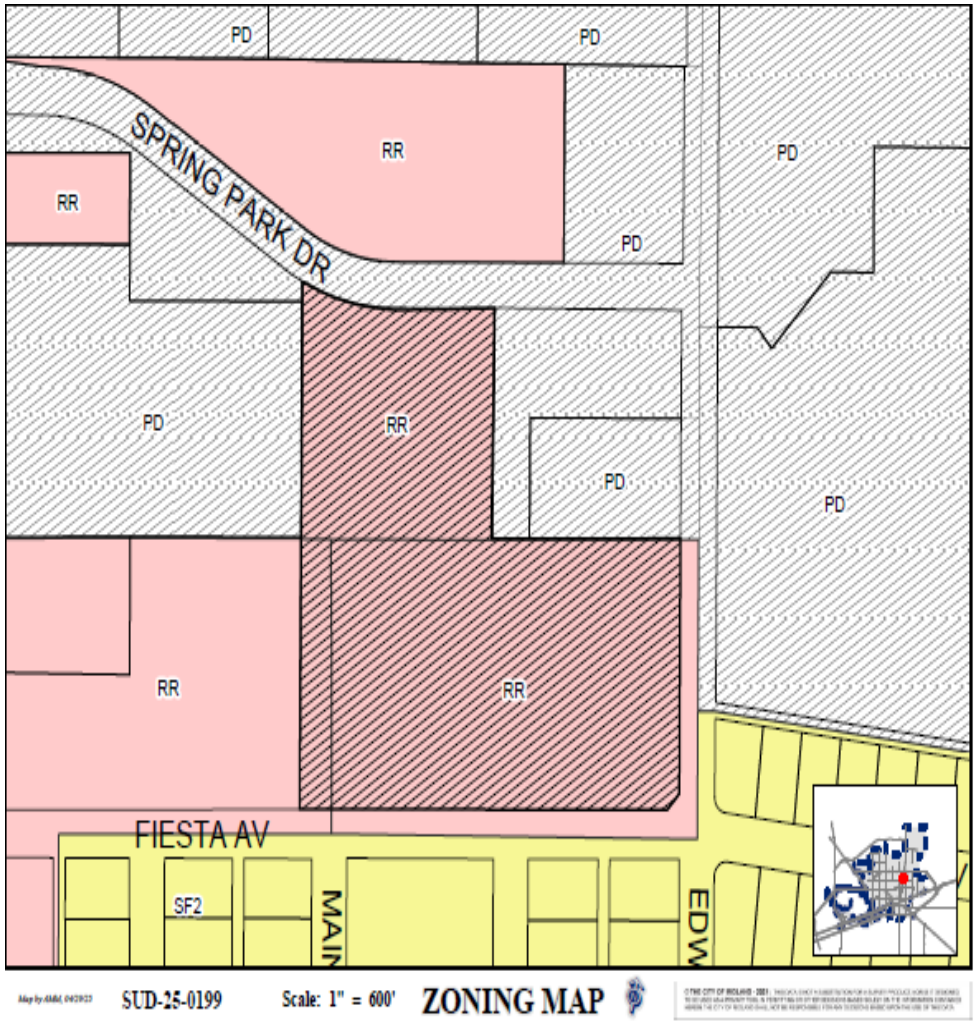
DISTANCE VERIFICATION FOR SENTSITIVE USES

Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.



ZONING

- **Current Zoning:** RR, Regional Retail
- **Surrounding Zoning:** RR, Regional Retail and PD, Planned District.



LAND USE

- **Current Use of the Property: Vacant:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Proposed use of the Property:** A Bookstore
- **Surrounding Uses:**
  - **North:** Ally Range
  - **East and West:** Office Buildings
  - **South:** Residential

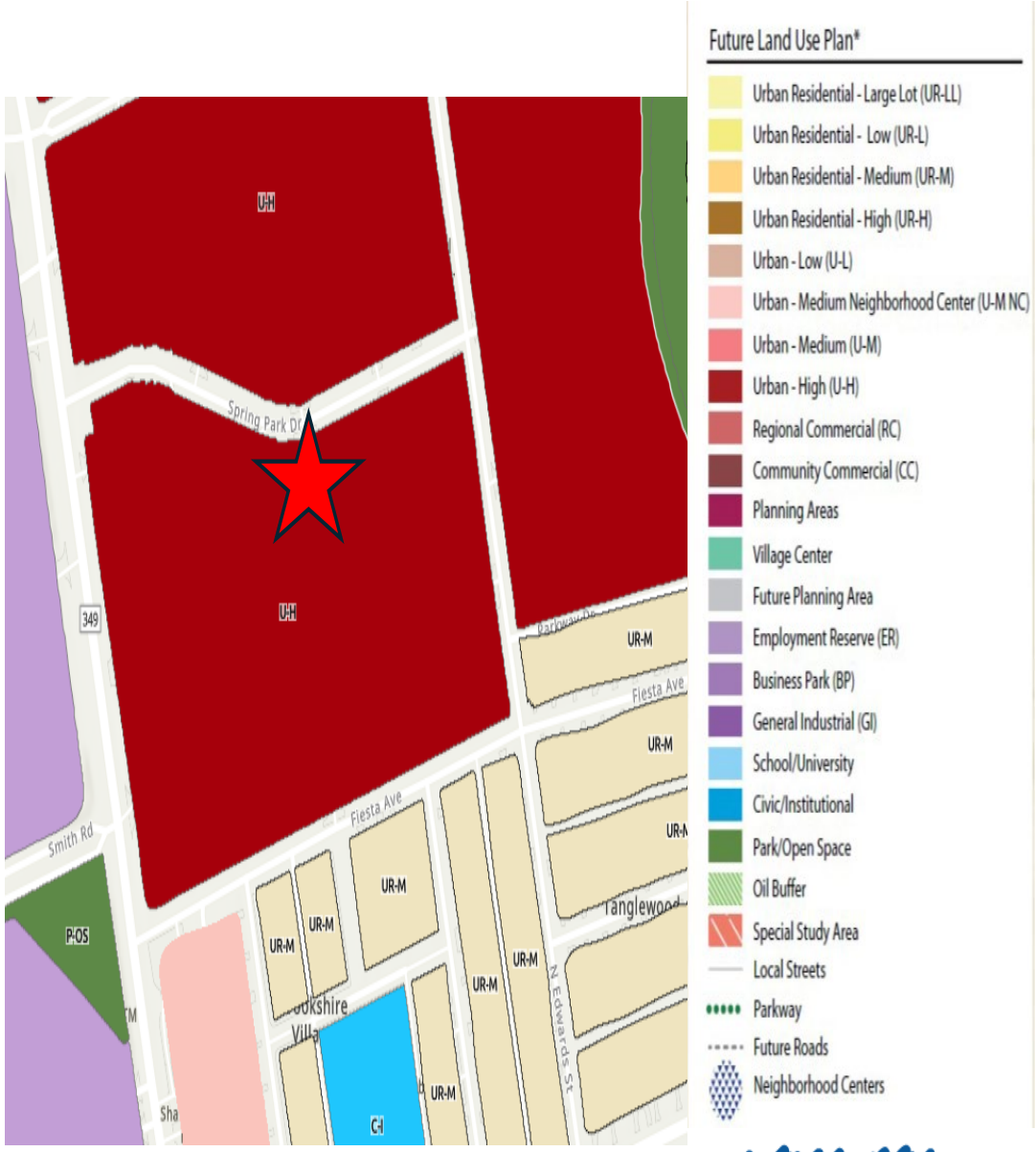




On Spring Park, Looking South

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Urban-High
- **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. Residential uses range from townhomes/ rowhouses up to apartment towers. Parking garages or public parking lots may be found in these areas. Higher levels of urban amenities are used to offset the area's intensity level.



STAFF RECOMMENDATION

- No objections have been received.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a bookstore subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 1,050 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 law.

STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 11 a.m. to 9 p.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

STAFF 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: 28

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Steve Jeter, is requesting to a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption on a property located at 3201 Elkins Road for The Venue at Live Oak.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Current Zoning:

O1, Office District

Surrounding Zoning and Land Use:

The properties to the north and south are zoned AE, Agriculture-Estate District, and are vacant lots. The property to the west is zoned AE, Agriculture-Estate District and is residential. The property to the east is in the Extraterritorial Jurisdiction and has no zoning. The land use to the east consists of multiple industrial businesses

Analysis:

The property is located at 3201 Elkins Rd and is currently zoned O1, Office District, which permits the sale of all alcoholic beverages for on-premises consumption, in a in a wedding chapel, reception facility, and special events center, with the approval of a Specific Use Designation with Term. The property has an existing SUD under 10368. However, the owner is wanting to increase the serviceable area is there for requesting this new SUD. If approved, the previous SUD will be repealed.

The proposed days and hours of operation are:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m.
Friday and Saturday from 10:00 a.m. to 2:00 a.m.

The applicant is requesting the following alcohol serviceable hours.

Sunday through Thursday from 10:00 a.m. to 12:00 a.m.
Friday and Saturday from 10:00 a.m. to 2:00 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.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections

Engineering: (Approved)

No objections. [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.]

Oil & Gas: (Approved)

No objections.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

Need the existing occupancy for the building that lies within the proposed alcohol serviceable area. Standing room outside does not receive an occupant count.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) The Venue at Live Oak is an establishment that will provide Midland residents with a unique social gathering experience.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a special events center, subject to conditions A through H.

Conditions:

A. That the serviceable area shall be limited to approximately 57,549 square feet as shown in Exhibit "A, B and C", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m. (midnight)
Friday and Saturday from 10:00 a.m. to 2:00 a.m. of the following day.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That the applicant 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 permit 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.

H. That Ordinance No. 10368 is hereby repealed and shall be superseded in all respects by this ordinance.

Letters of Objection:

As of May 16, 2025, staff received two letters of objection. Staff is currently working on an objection map and objection percentage and will have both at the time of the meeting. In the meantime, the objection letters are attached for review.

Attachments:
Application
Site Plan (Exhibit A)
Floor Plan (Exhibit B&C)
Maps
Objection Letters

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS 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

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 1, Block 1, Camelot 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 special events center (the "Establishment") for on-premises consumption, together with the uses permitted in the present O-1, Office 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 57,549 square feet as shown in Exhibits A, B and C, which are attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m. (midnight); and
Friday and Saturday from 10:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

H. That Ordinance No. 10368 is hereby repealed and superseded in all respects by 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

EXHIBIT A

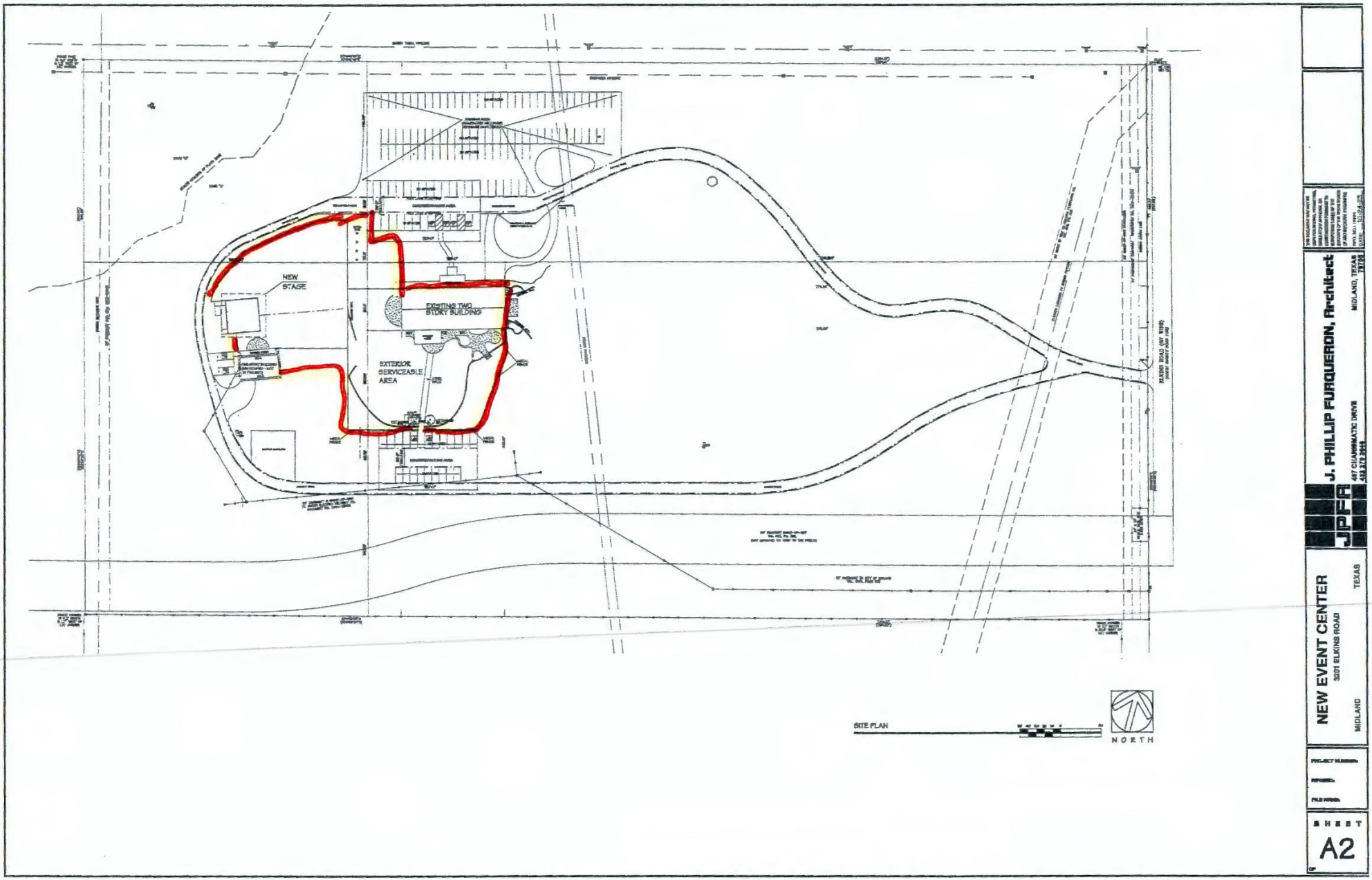
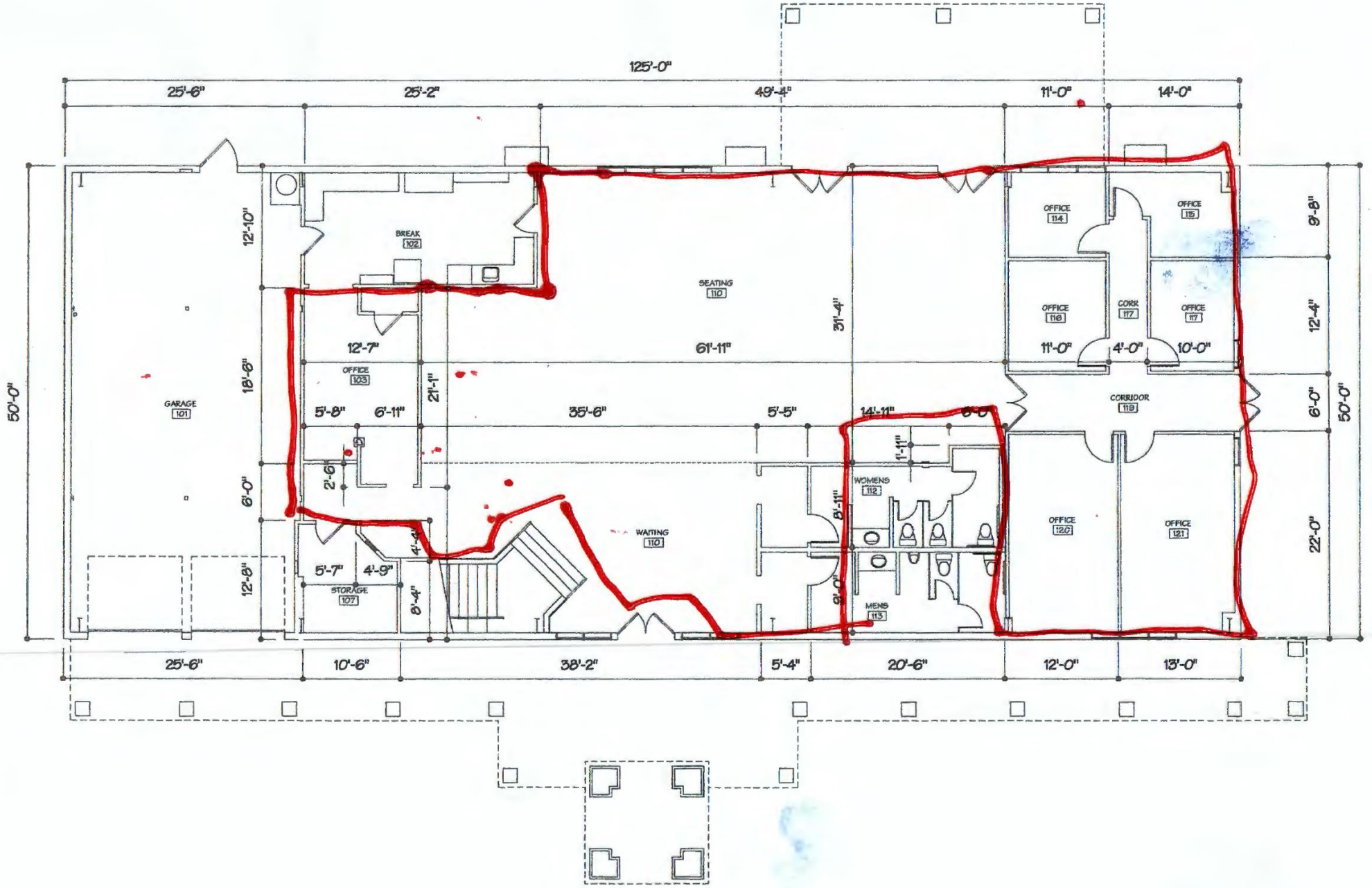

NEW STAGE
EXISTING TWO STORY BUILDING
EXTERIOR SERVICEABLE AREA
SITE PLAN
NORTH
J. PHILLIP FURQUERON, Architect
MIDLAND, TEXAS
NEW EVENT CENTER
3201 ELKINS ROAD
MIDLAND
TEXAS
SHEET
A2

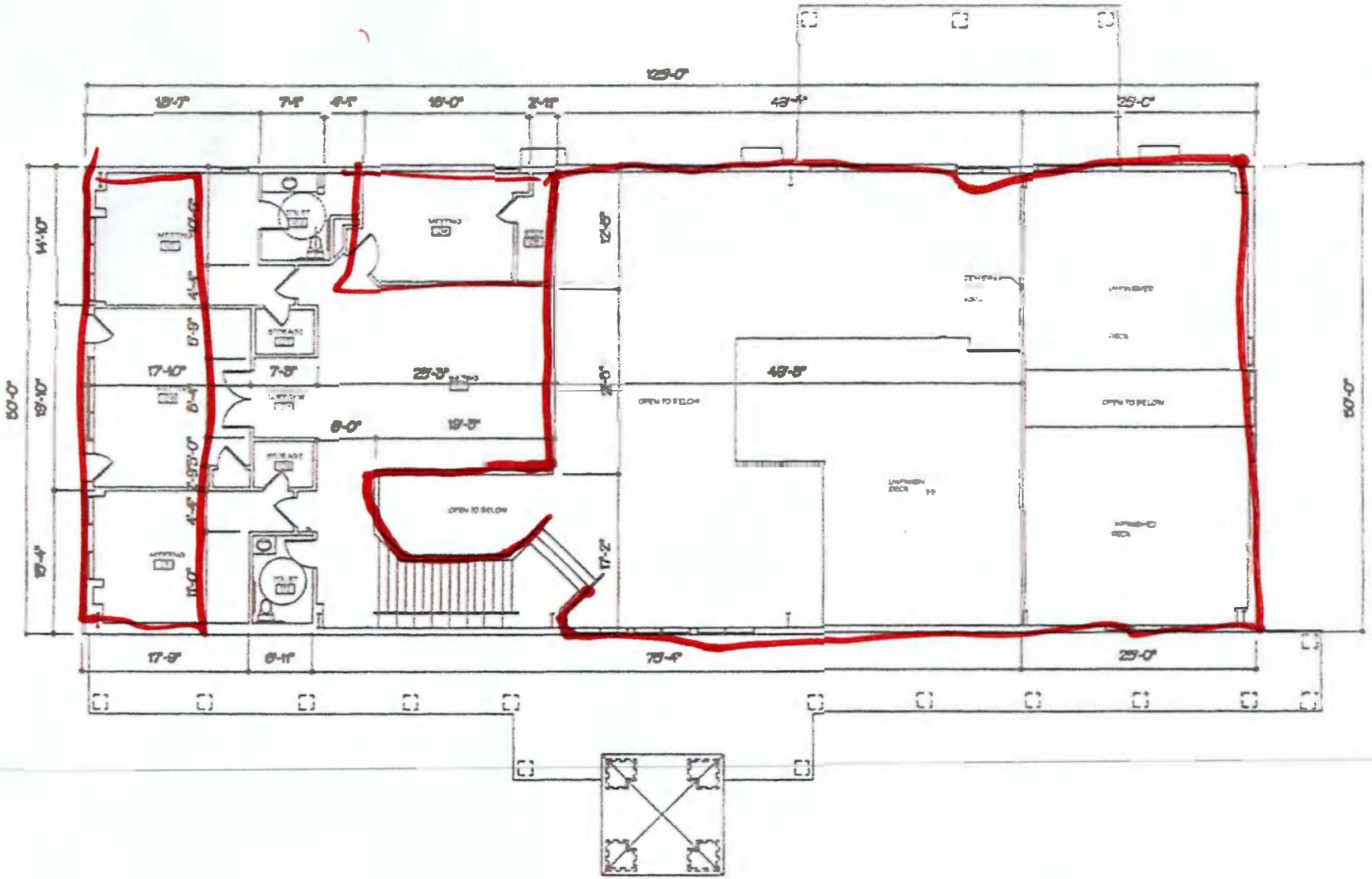
EXHIBIT B



FIRST FLOOR PLAN

1/8"=1'-0"

EXHIBIT C



SECOND FLOOR PLAN 1/8"=1'-0"

NORTH

J. PHILLIP FURQUERON, Architect

BUILDING E M ODEL

3201 ELKIN

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number:
Case Number: SUD -25-0198

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone (432) 413-1501 Email steve@liveoak.events	
Address Steve Jeter	City Midland	State TX	Zip 79705

Property Owner Printed Name: 3201 Properties, LLC		Phone (432) 413-1501 Email steve@liveoak.events	
Address P.O. Box 7307	City Midland	State TX	Zip 79708

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone (432) 413-1501 Email steve@liveoak.events	
Address	City	State	Zip

Street Address: 3201 Elkins Road

Business Name: 3201 Properties, LLC

Legal Description
Lot: 1 Block: 1 Subdivision: Camelot

Current Zoning: Office 1

Reason for Request: Alcohol Consumption and Sale of Alcohol (On Premise)

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Venue

Proposed/Current Days and Hours of Operation: Sunday-Thursday, 10am-12am
Friday-Saturday 10am-2am

Proposed Days and Hours of Alcohol Service: Sunday-Thursday, 10am-12am Friday-Saturday, 10am-2am

Total Square Footage of Business: 62,234

Square Footage of Alcohol Serviceable Area: 57,549

Restroom Fixtures: *Men*	**Toilets/Urinals:** 7 / 5	**Bathroom Sinks:** 5
Women	**Toilets:** 10	**Bathroom Sinks:** 5

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 2/28/2025
Applicant (printed): Steve Jeter	
Property Owner (signature):	Date: 2/28/2025
Property Owner (printed) : Steve Jeter	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

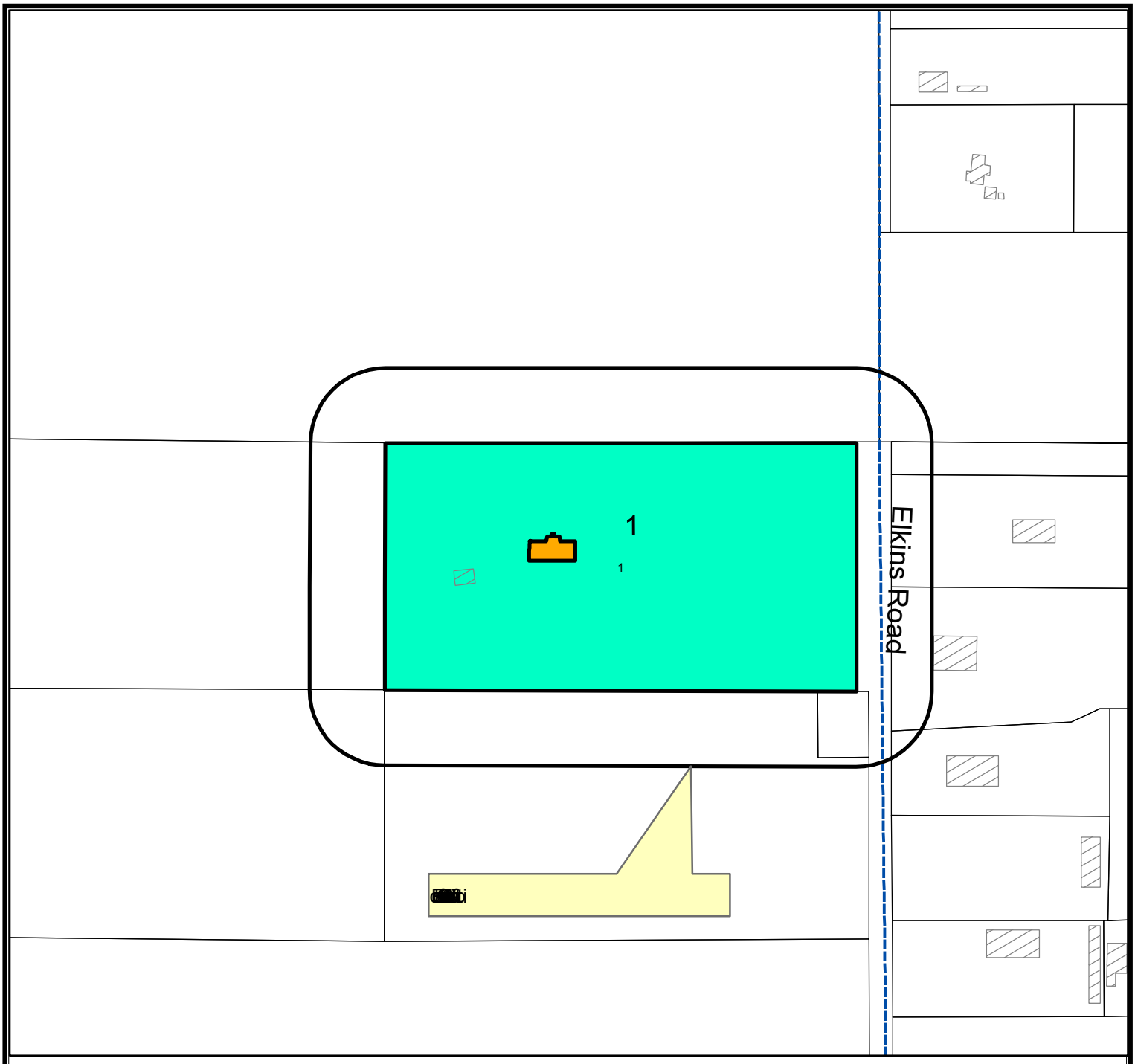
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Floor Plan
☑ Application Fee	☑ Site Plan
Check # 1517	☐ Plans in Digital Format (PDF/JPEG)
Received By: Sophie Sinte	Date: 4/15/25

RECEIVED
APR 15 2025
Initial: _____

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

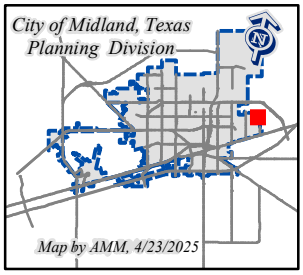
SUD-25-0198 **Scale: 1" = 200'**

Consider a request by Steve Jeter for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a wedding chapel, reception facility, and special events center, on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

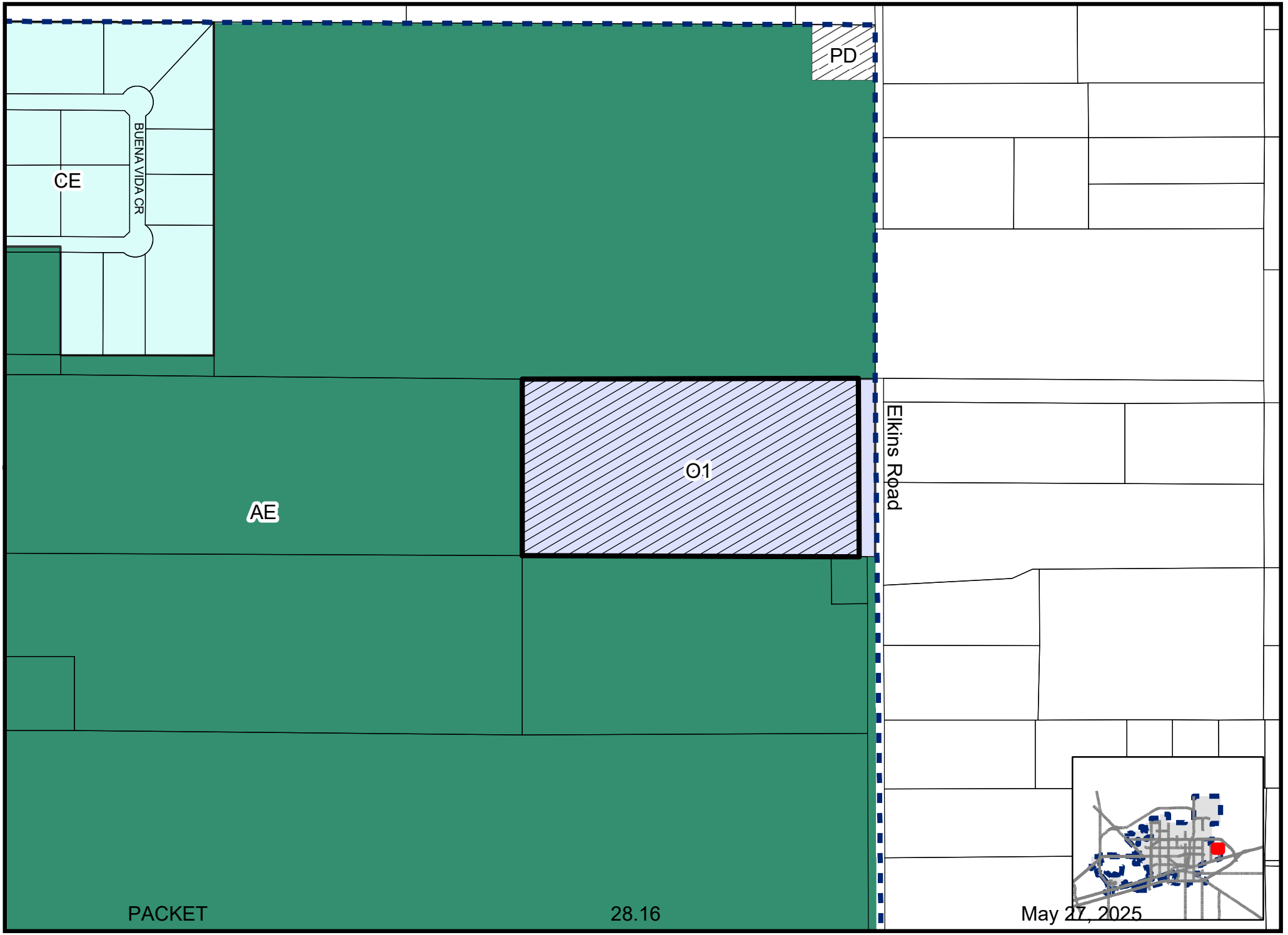
Generally located on the west side of Elkins Rd., approximately, 3,320- feet north of Evans Lane. (Council District 2)

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 AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



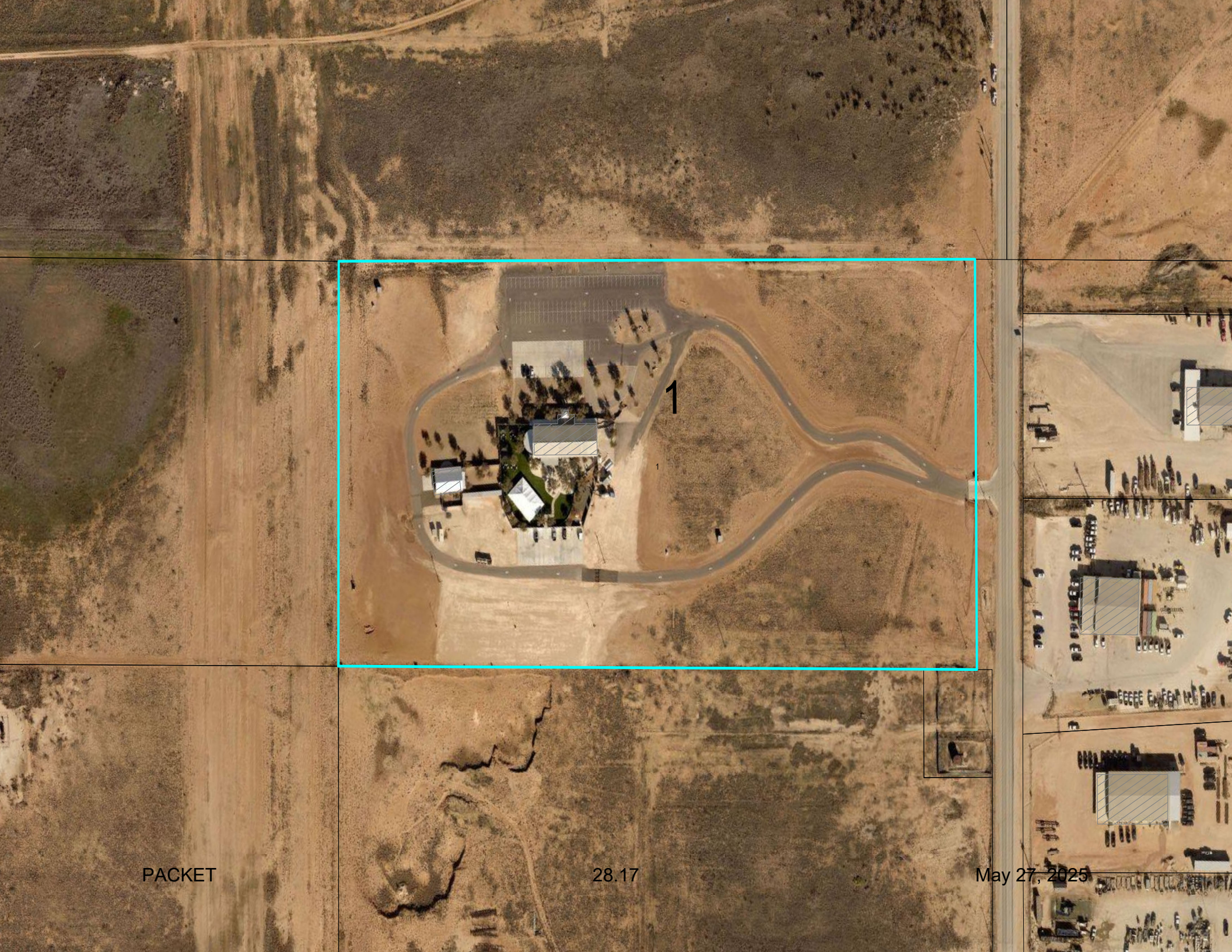
Map By AMM, 4/23/2025

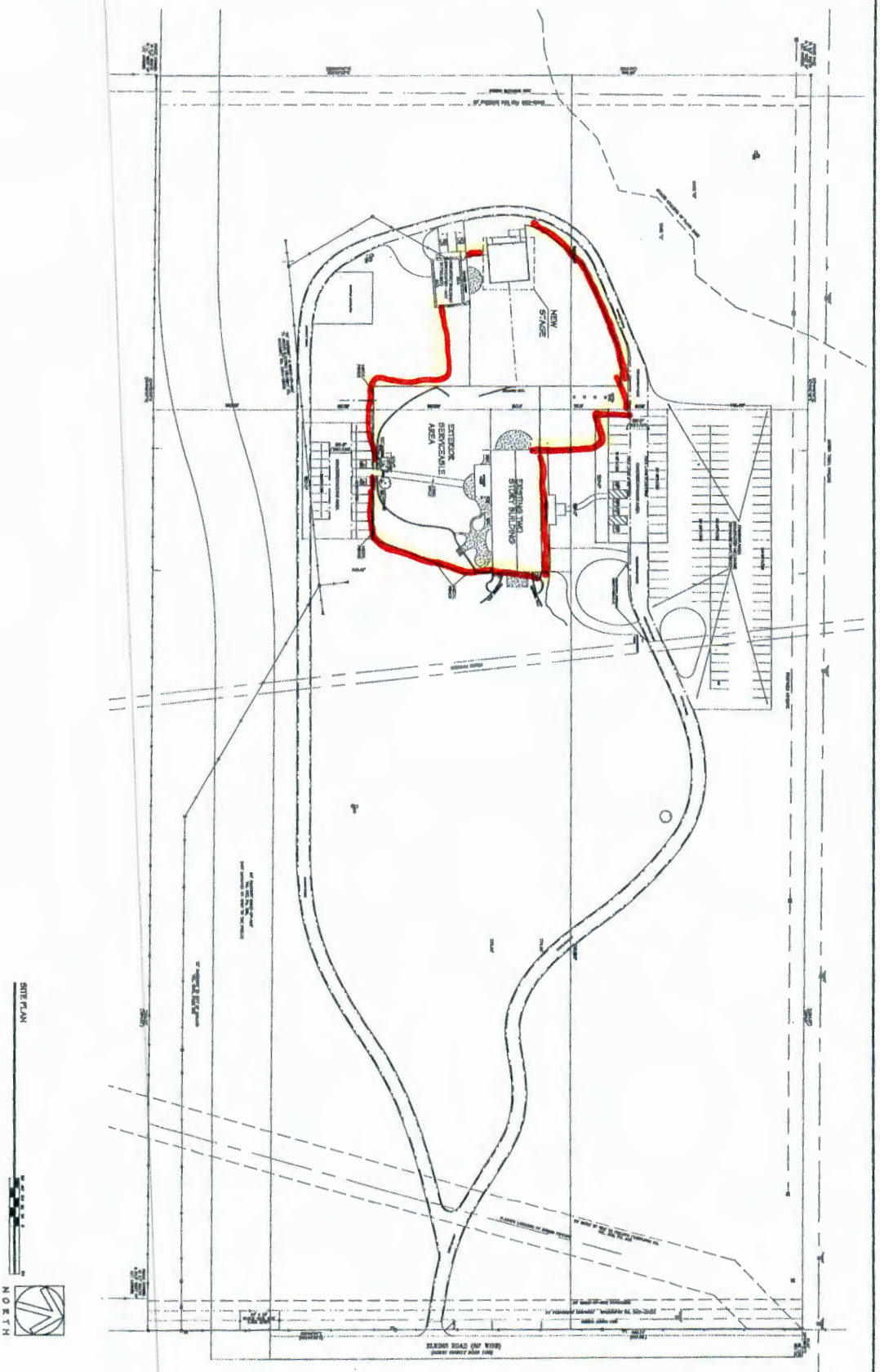
SUD-25-0198

Scale: 1" = 675'

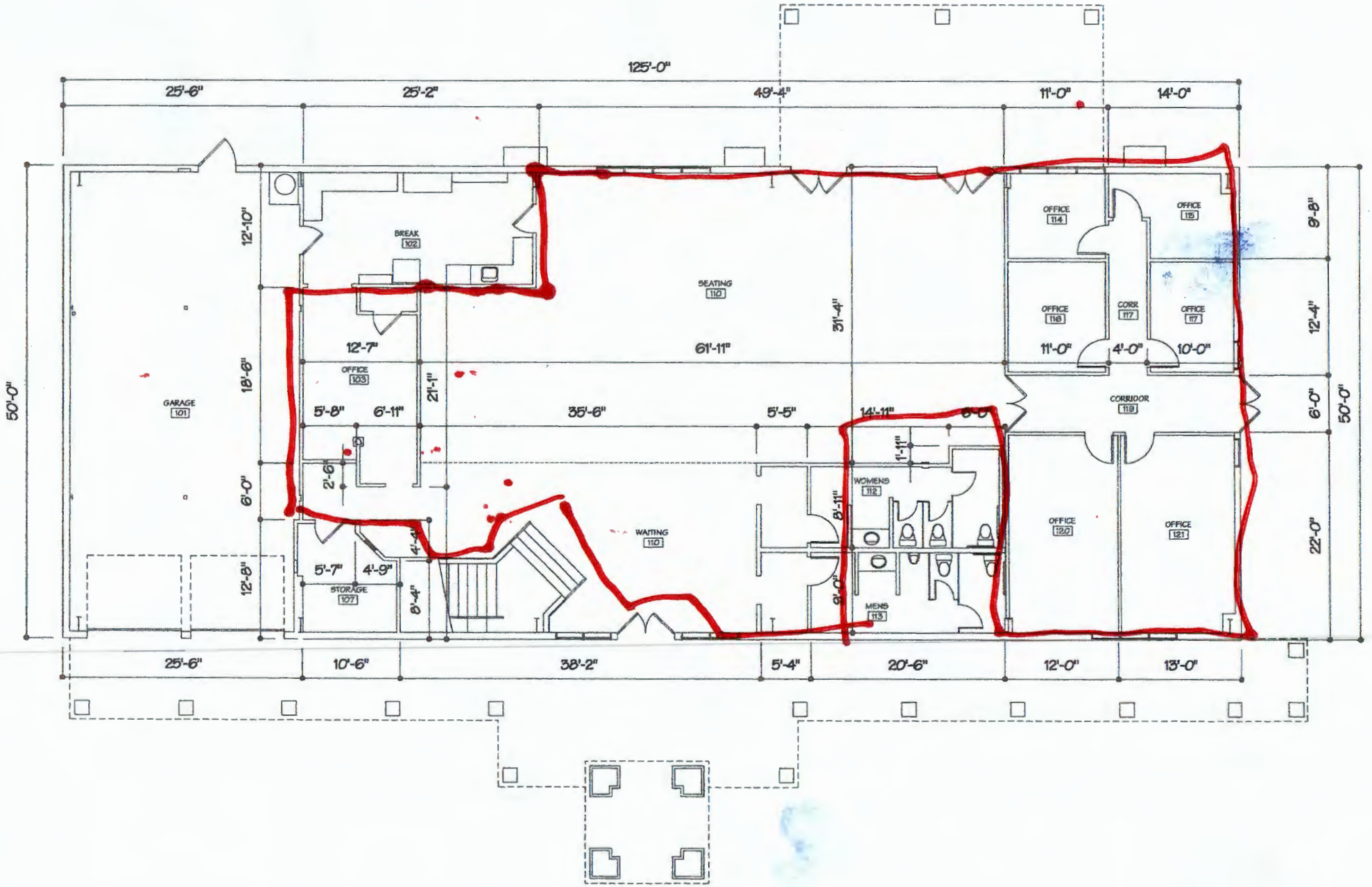
ZONING MAP

©THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


1
1

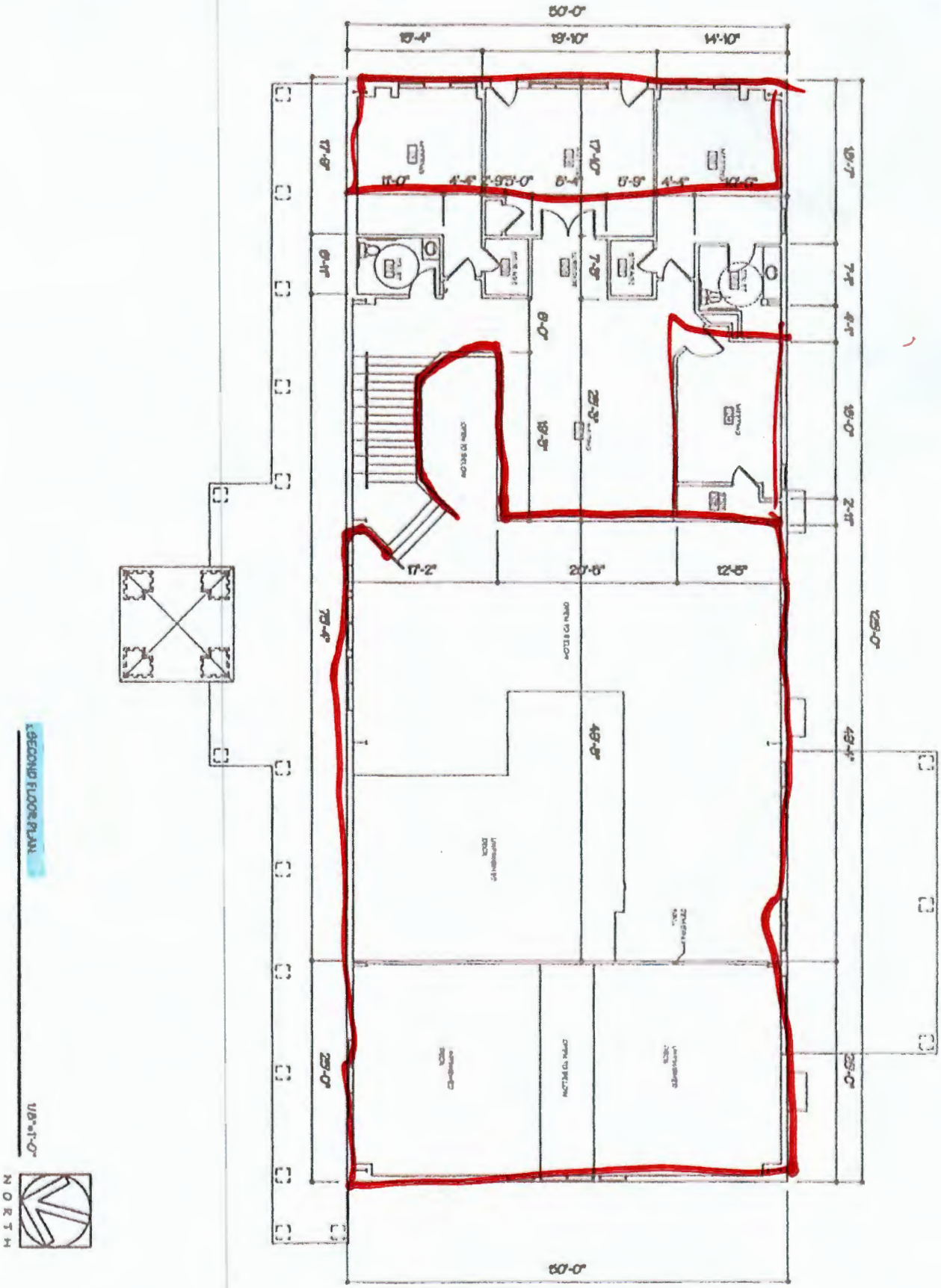


SHEET A2	NEW EVENT CENTER 3201 ELKINS ROAD MIDLAND TEXAS	JPFA	J. PHILLIP FURQUERON, Architect 407 CHAMBMATIC DRIVE MIDLAND, TEXAS 79706		



FIRST FLOOR PLAN

1/8"=1'-0"



BUILDING REMODEL
3201 ELKINS ROAD
MIDLAND TEXAS

JPFA
J. PHILLIP FURQUERON, Architect
497 CHARISMATIC DRIVE MIDLAND, TEXAS



CASTILLO JOSEPH L
3012 TODD DR
MIDLAND TX 79705-9776

MIDLAND
Planning Division

RECEIVED
MAY 16 2025
Initial: SKS

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, May 19, 2025,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Steve Jeter** for approval of a **Specific Use Designation with term** on the following described property:

LEGAL DESCRIPTION: On Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LOCATION: Generally located on the west side of Elkins Road, approximately 3,320 feet north of Evans Lane. (Council District 2)

CURRENT ZONING: O1, Office District

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption in a special event center .

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: Please see attached reasons for our objection to selling alcohol.

Required Information:

Joel L. Castillo
Property Owner's Signature

Joseph L. Castillo
Printed Name

3012 Todd Dr.
Property Address (**No P. O. Boxes**)

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: 11
Date Mailed: May 8, 2025
Case Number: SUD-25-0198
Case Name: The Venue at Live Oak
__AMM_ Planner's Initials

Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting

May 14, 2025

RESPONSE TO PUBLIC NOTICE REGARDING REQUEST TO SELL ALCOHOL AT THE VENUE AT LIVE OAK LOCATED AT 3201 ELKINS RD, LOT 1, BLOCK 1, CAMELOT ADDITION

OBJECTION BY MIDLAND CITY RESIDENT JOSEPH L. CASTILLO LOCATED AT 3012 TODD DR.

Dear Planning and Zoning Commission,

As a 25-year resident of 3012 Todd Rd., I am writing to express serious concern about The Venue at Live Oak being granted a license to sell alcohol during their functions. The Venue is located less than 100 yards from my residential property and is proximal to several of my neighbors' homes. Their newly constructed outdoor music stage, operational since late April 2025, has disrupted the tranquility of our neighborhood with loud music being played outdoors well past 10 pm. Approving alcohol sales risks escalating both resident welfare and public safety.

Approving alcohol sales at the Venue will amplify noise levels and extend late-night events. Alcohol sales at the Venue will also increase traffic from patrons leaving late at night, some potentially driving under the influence. The Venue at Live Oak is not a little oasis in the middle of nowhere, nor is it the Tail Gate venue where there are NO neighborhood residents within miles. A 2023 study by the National Highway Traffic Safety Administration found that venues serving alcohol after 9 pm saw a 28% increase in local DUI incidents. This would place undue strain on Midland City Police and the Midland County Sheriff, and will seriously compromise public safety for our community.

As stewards of Midland's community welfare, I respectfully urge the Commission to deny The Venue's alcohol sales request in order to preserve our neighborhood's peace and safety. Thank you for considering these concerns.

Sincerely,

Joseph L. Castillo
3012 Todd Rd., Midland, TX
Email: castillo.joseph@icloud.com
Cell: 432-230-0202

MIDLAND
Planning Division

RECEIVED
MAY 14 2025
Initial: SLS

REITER KARL J
3200 TODD DR
MIDLAND TX 79705-9776

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, May 19, 2025,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Steve Jeter** for approval of a **Specific Use Designation with term** on the following described property:

LEGAL DESCRIPTION: On Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LOCATION: Generally located on the west side of Elkins Road, approximately 3,320 feet north of Evans Lane. (Council District 2)

CURRENT ZONING: O1, Office District

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption in a special event center .

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X

Comments: This facility is loud and would not be tolerated anywhere else inside the city limits.

Required Information:

Property Owner's Signature	Karl Reiter Printed Name	3200 Todd Dr. Property Address (**No P. O. Boxes**)

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: 11
Date Mailed: May 8, 2025
Case Number: SUD-25-0198
Case Name: The Venue at Live Oak
__AMM_ Planner's Initials

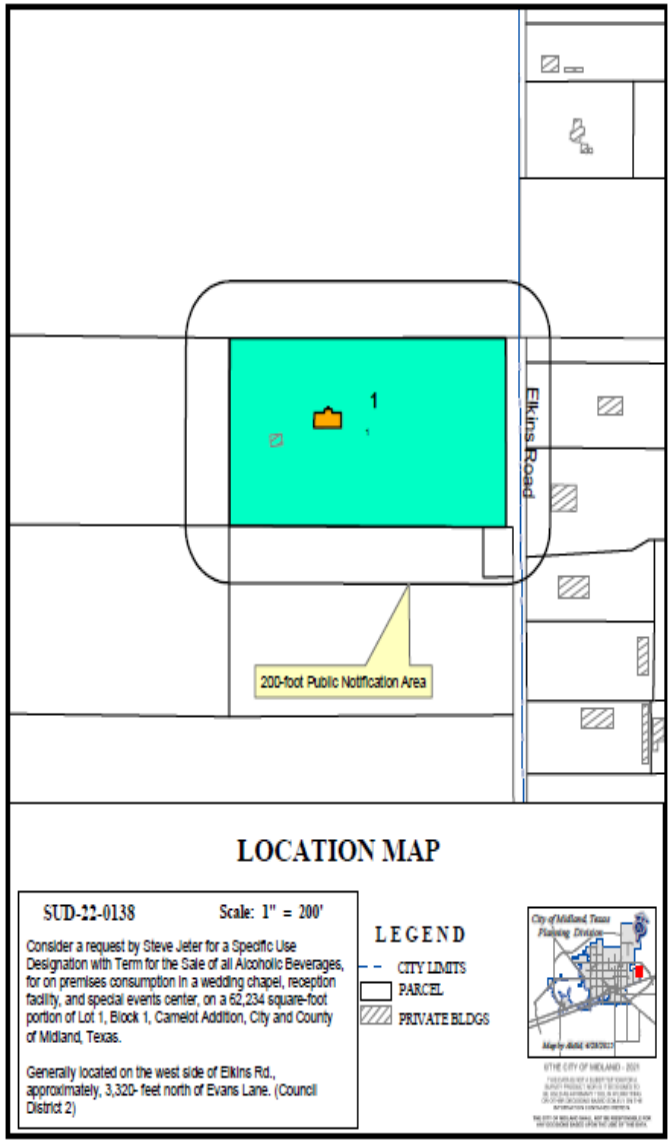
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting


MIDLAND
Be the Energy!
ITEM
SPECIFIC USE DESIGNATION WITH TERM
3201 ELKINS ROAD (THE VENUE AT LIVE OAKS)
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property owner & applicant:** Steve Jeter
- **Application Type:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Reason for Request:** Addition of the venue.
- **Address:** 3201 Elkins Road (District 2)

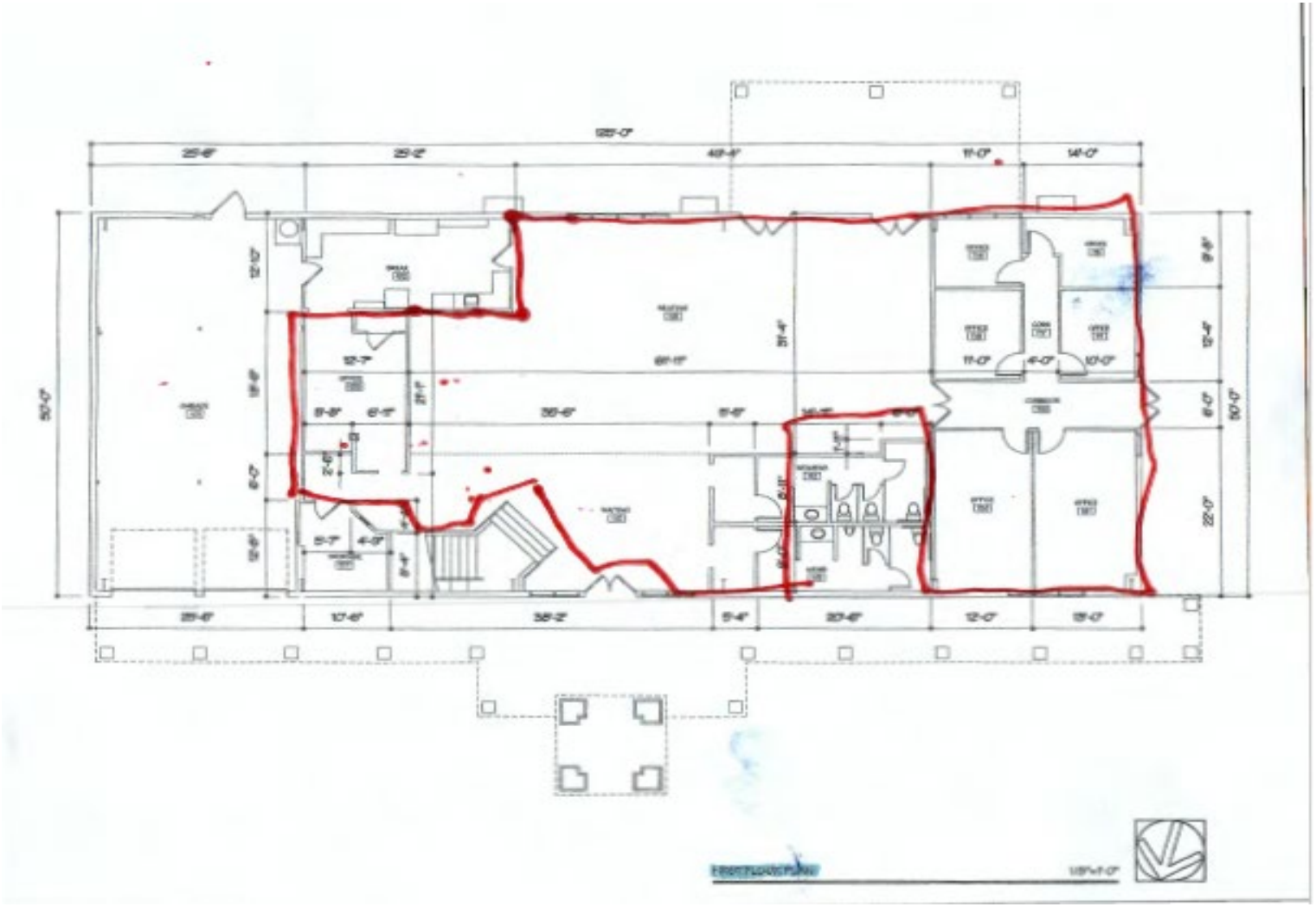


SUD DETAILS

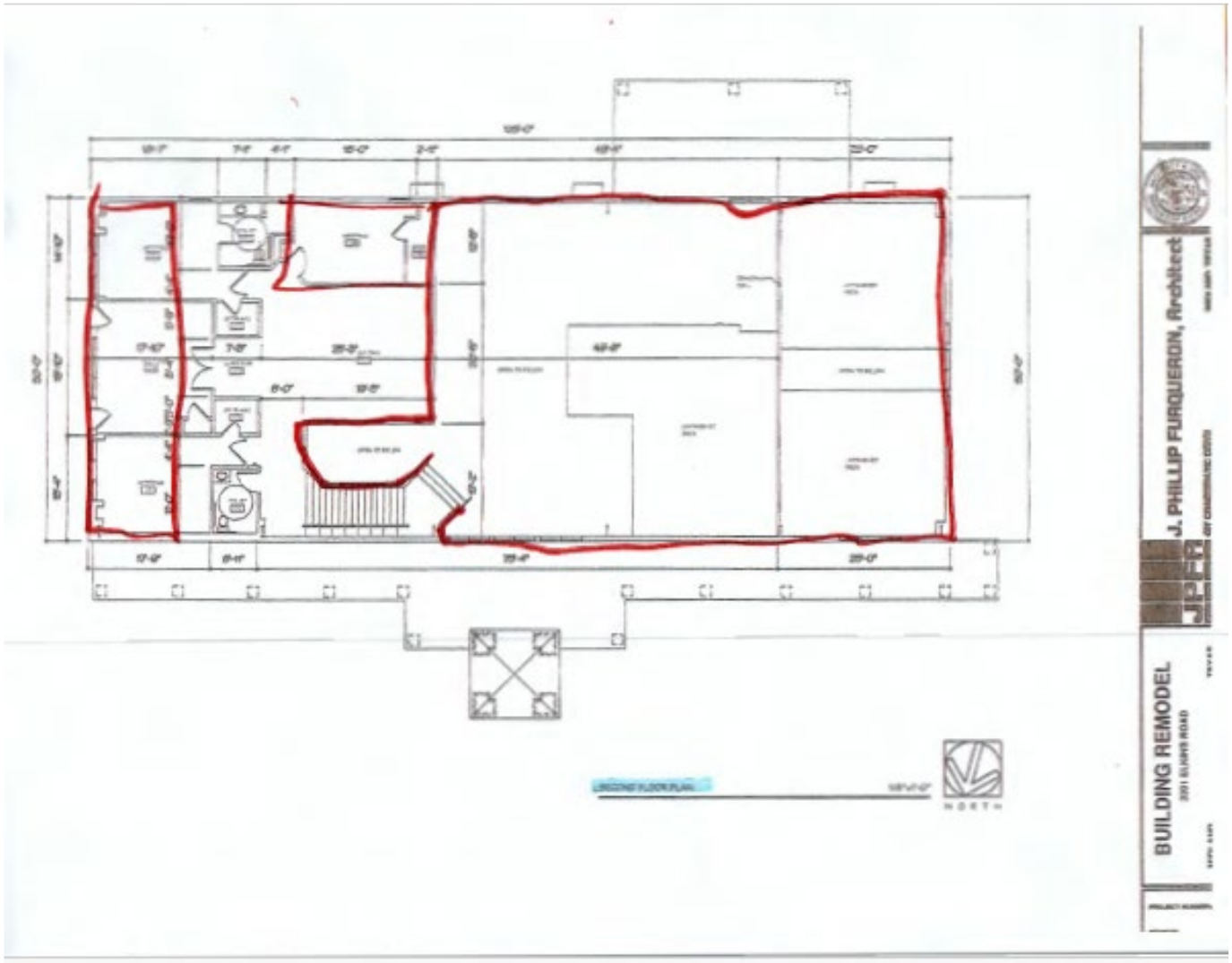
- **Square Footage of SUD:** 62,234 sq feet
- **Alcohol Serviceable Area:** 57,549 sq ft
- **Proposed Days and Hours of Operation:**
  - Sunday through Thursday from 10 a.m. to 12 a.m.
  - Friday and Saturday from 10 a.m. to 2 a.m.



CONTINUED FLOOR PLAN



CONTINUED FLOOR PLAN



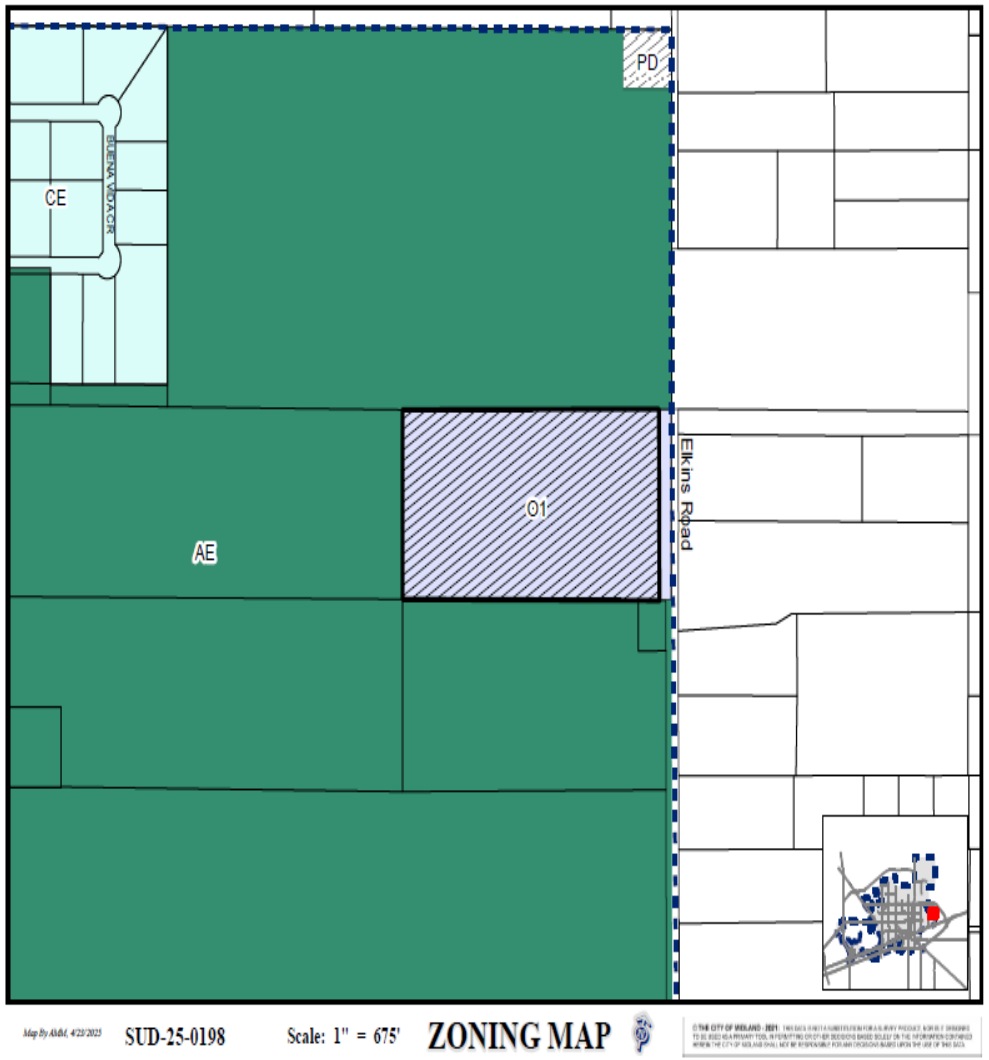
DISTANCE VERIFICATION FOR SENTSITIVE USES

Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.



ZONING

- **Current Zoning:** O1, Office District
- **Surrounding Zoning:** AE, Agricultural Estates.



LAND USE

- **Current Use of the Property: A Venue:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Proposed use of the Property:** A Venue
- **Surrounding Uses:**
  - North, East, and South are vacant land.
  - West: Residential

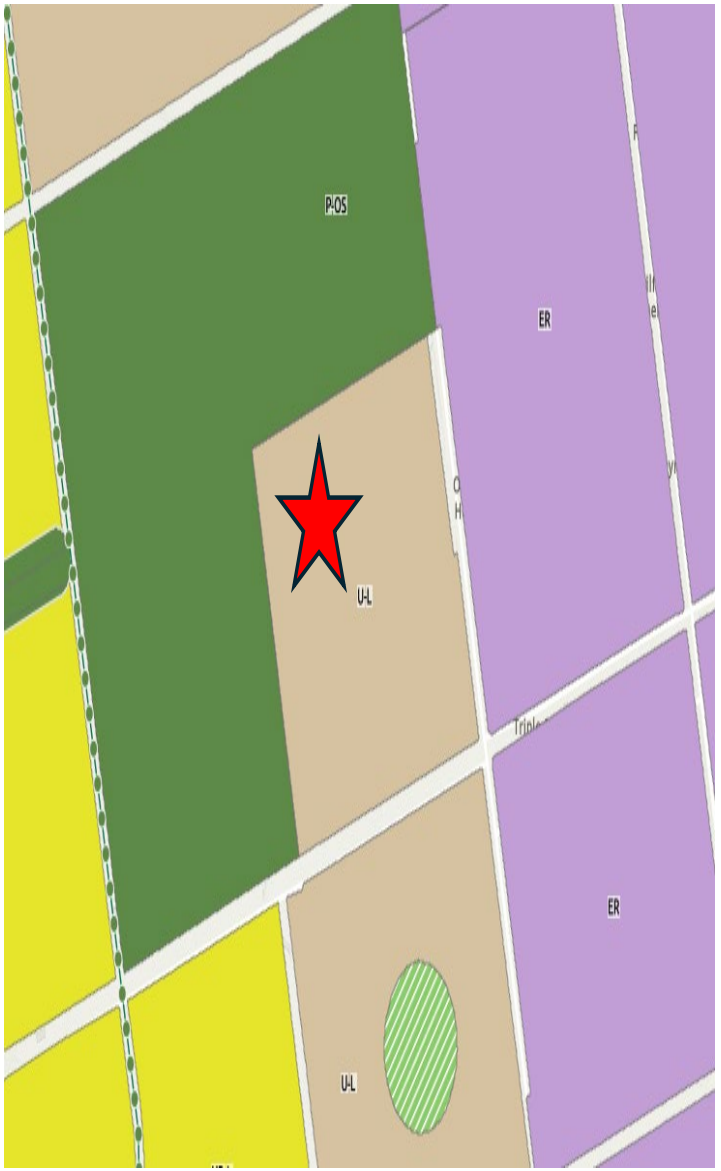




On Elkins Road, Looking West

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Urban-Low
- **Supported Uses:**
  - A mix of complementary uses including mostly single-family, with some attached, townhome and small multi-family projects, schools, small parks and churches, and neighborhood retail or mixed use .





STAFF RECOMMENDATION

- One letter of objection has been received.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for an event center subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 57,549 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

STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Thursday from 10 a.m. to 12 a.m. Friday and Saturday 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.

STAFF 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: May 27, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN APPROXIMATE 0.167-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH A STREET AND WEST MISSOURI 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 (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, Jesus Rodriguez, is requesting a Specific Use Designation (SUD) with Term for Alcoholic Beverages Sales for On-Premises Consumption in a restaurant on the property located at 103 South A. Street for El Sinaloense.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

CB, Central Business District

Surrounding Zoning and Land Use:

All surrounding properties are zoned CB, Central Business Districts. The property to the north is Wall Street Cocina. The property to the east is The Bar. The property to the south is the Midland Independent School District administration building. This building is just offices for MISD; no classrooms are present. The property to the west is vacant.

Analysis:

The property is zoned CB, Central Business District. CB zoning allows Alcoholic Beverages Sales for On-Premises Consumption in a restaurant with the approval of an SUD. The total area of the restaurant, El Sinaloense is 3,672 square feet and the proposed alcohol serviceable area is 2,000 square feet.

The proposed hours of operation:

Sunday through Saturday from 11 a.m. to 11 p.m.

The proposed hours of alcohol service:

Sunday through Saturday from 11 a.m. to 11 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” El Sinaloense, is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

The SUD for El Sinaloense Mariscos & Bar is acceptable. The property must adhere to the maximum occupant load of 133 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 restaurant, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 2,000 square feet as shown in Exhibit "B", which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the permitted hours of the sale of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 11 a.m. to 11 p.m.

D. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with Section 11-1-9.07. E.3 of the zoning ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of May 16, 2025 staff has not received no letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint

José E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR AN APPROXIMATE 0.167-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH A STREET AND WEST MISSOURI 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

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 an approximate 0.167-acre tract of land out of Section 35, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being the tract of land identified as "TRACT ONE" in Exhibit A, which is attached hereto and incorporated herein, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present CB, Central Business District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,000 square feet as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Sunday through Saturday from 11:00 a.m. to 11:00 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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



Midland County
Cheryl Becker
County Clerk
Midland, Texas 79702

EXHIBIT A

Instrument Number: 2012-13229
As
Recorded On: June 25, 2012 **Recording after Aug 2005**

Billable Pages: 3
Number of Pages: 4

Comment: WD SOSA

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording after Aug 2005	24.00
Total Recording:	**24.00**

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2012-13229
Receipt Number: 372993
Recorded Date/Time: June 25, 2012 10:39:30A
User / Station: S Walterscheid - County Station 2

Record and Return To:

LONE STAR ABSTRACT & TITLE CO
ATTN: JACK CAMPBELL
600 N. Loraine
Midland TX 79701

State of Texas
County of Midland
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the named RECORDS of Midland County, Texas as stamped hereon.

County Clerk
Midland County, Texas

RETURN TO:
LONE STAR ABSTRACT & TITLE CO., INC.
GF # 200096

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF 200096 dkb/wp

13229

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MIDLAND §

THAT THE UNDERSIGNED, GEORGE O. SOSA AND SPOUSE, YOLANDA M. SOSA, hereinafter referred to as **"GRANTOR"**, whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has **GRANTED, SOLD and CONVEYED,** and by these presents does hereby **GRANT, SELL and CONVEY** unto **SOSA ONE, LLC**, herein referred to as **"GRANTEE"**, whether one or more, the lot, tract or parcel of land situated in Midland County, Texas, to-wit:

TRACT ONE (1):
Being a portion of the un-numbered block of land shown and indicated on the plat of the ORIGINAL TOWN of Midland, Midland County, Texas, as said plat appears of record in Volume 3, Pages 232-3 of the Deed Records of said County, to which reference is hereby made, and which block of land is bounded on the north by the south line of Wall Street (formerly Iowa Avenue); on the east by the west line of Carrizo Street, on the south by the north line of Missouri Avenue, on the west by the east line of "A" Street, as shown and indicated on the plat of West End Addition to said City of Midland, which east line of "A" Street is also the west line of Section 35 in Block 39, T-1-S, T&P RR Company Survey, Midland County, Texas, and which block of land is commonly known as BLOCK NO. 60 1/2 OF THE ORIGINAL TOWN of Midland, more particularly described as follows:
BEGINNING at a point in the west line of Carrizo Street, said point being also in the east line of Block 60 1/2 and also being 80 feet south of the intersection of the south line of Wall Street and the west line of Carrizo Street;
THENCE west parallel with the south line of Wall Street a distance of 60.6 feet to a point in the east line of "A" Street and the west line of Block 60 1/2 for a corner;
THENCE in a southeasterly direction along the east line of "A: Street a distance of 51.5 feet to a point on "A" Street;
THENCE East a distance of 48 feet to a point for corner in the west line of Carrizo Street;
THENCE north with the west line of Carrizo street and the east line of Block 60 1/2, a distance of 50 feet to the PLACE OF BEGINNING; AND
BEGINNING at a point in the west line of Carrizo Street (said point being also in the east line of Block 60 1/2) 130 feet south of the intersection of the south line of Wall Street and the west line of Carrizo Street;

THENCE west parallel with the south line of Wall Street a distance of 48 feet to a point in the east line of "A" Street (and the west line of Block 60 1/2) for a corner;
THENCE in a southeasterly direction along the east line of "A: Street a distance of 175.5 feet to a point in the north lien of Missouri Avenue (and the south line of Block 60 1/2) for a corner;
THENCE east along the north line of Missouri Avenue, a distance of 5.6 feet to a point for a corner, being the intersection of the west line of Carrizo Street and the north line of Missouri Avenue;
THENCE north along the west line of Carrizo Street (and the east line of Block 60 1/2) a distance of 170 feet to the PLACE OF BEGINNING, all being in the City of Midland, Midland County, Texas.

TRACT TWO (2):
Being THE NORTH 65 FEET OF LOTS TEN (10), ELEVEN (11) AND TWELVE (12), BLOCK FIFTEEN (15), WEST END ADDITION, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet E, Page 52, Plat Records, Midland County, Texas.

This conveyance is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property, including, but not limited to, the following:

1. Building setback lines and easements as shown on plat recorded in Volume 3, Page 232, Deed Records of Midland County, Texas.
2. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
3. Rights of parties in possession.
4. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property.
5. Visible and apparent easements.
6. Portion of the property that may lie within any roadway.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 5th day of June, 2012.

GEORGE O. SOSA

YOLANDA M. SOSA

Grantee's Address:
1206 Storey Ave.
Midland, Texas 79701

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 5th day of June, 2012, by **GEORGE O. SOSA.**

DEBORA K. BLACKALLER
Notary Public, State of Texas
My Commission Expires 05-19-2014

NOTARY PUBLIC IN AND FOR:
THE STATE OF TEXAS

THE STATE OF TEXAS §

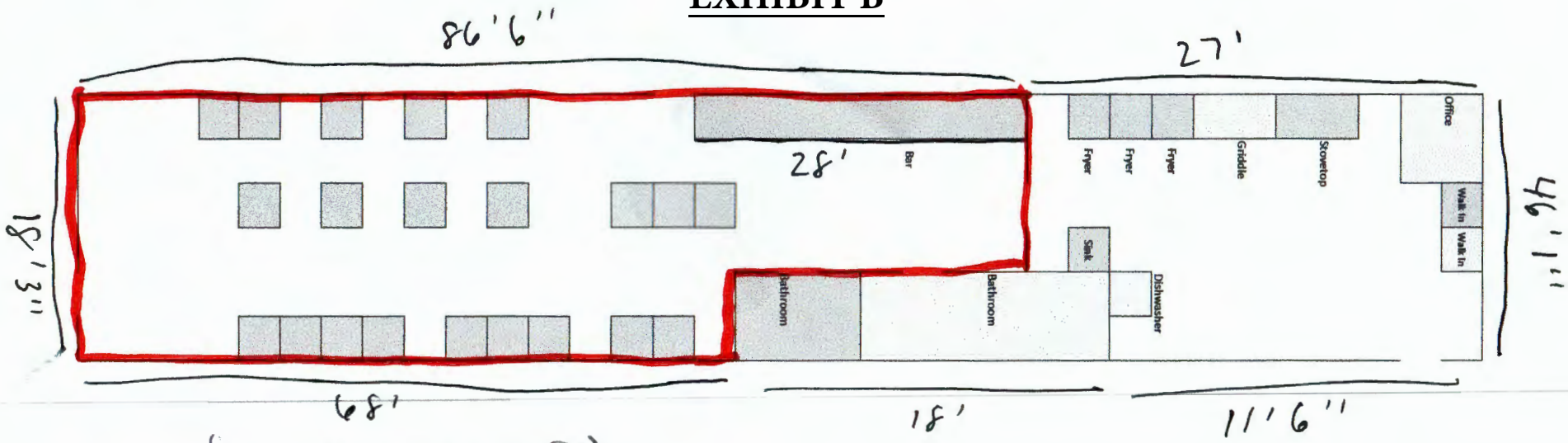
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 5th day of June, 2012, by **YOLANDA M. SOSA.**

DEBORA K. BLACKALLER
Notary Public, State of Texas
My Commission Expires 05-19-2014

NOTARY PUBLIC IN AND FOR:
THE STATE OF TEXAS

EXHIBIT B



Serviceable area = 2000

Total area - 3672

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number:
Case Number: SUD-25-0197

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jesus Rodriguez		Phone (432) 288-3253 Email el.singlonje2020@gmail.com	
Address 945 Virgil Dr.	City Odessa	State TX	Zip 79764

Property Owner Printed Name: George Susa		Phone ( ) Email	
Address 1206 Storry Ave	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 103 S. A St Midland, TX 79701

Business Name: El Singlonje Mariscos y Bar LLC

Legal Description
Lot: Block: Subdivision:

Current Zoning: Restaurant

Reason for Request: Service of alcohol

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: Sunday - Saturday 11am - 11pm

Proposed Days and Hours of Alcohol Service: Sunday - Saturday 11am - 11pm

Total Square Footage of Business: 3472

Square Footage of Alcohol Serviceable Area: 2000

Restroom Fixtures:			
Men	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:** 2
Women	**Toilets:** 2	**Bathroom Sinks:** 2

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 3/12/25
Applicant (printed): Jesus Rodriguez	
Property Owner (signature): George R. Sosa	Date: 3/12/25
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 Jesus Rodriguez who, being by me duly sworn, upon oath says: That (s)he is authorized by George Sosa, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 13th day of March, 20 25, to certify which witness my hand and seal of office.

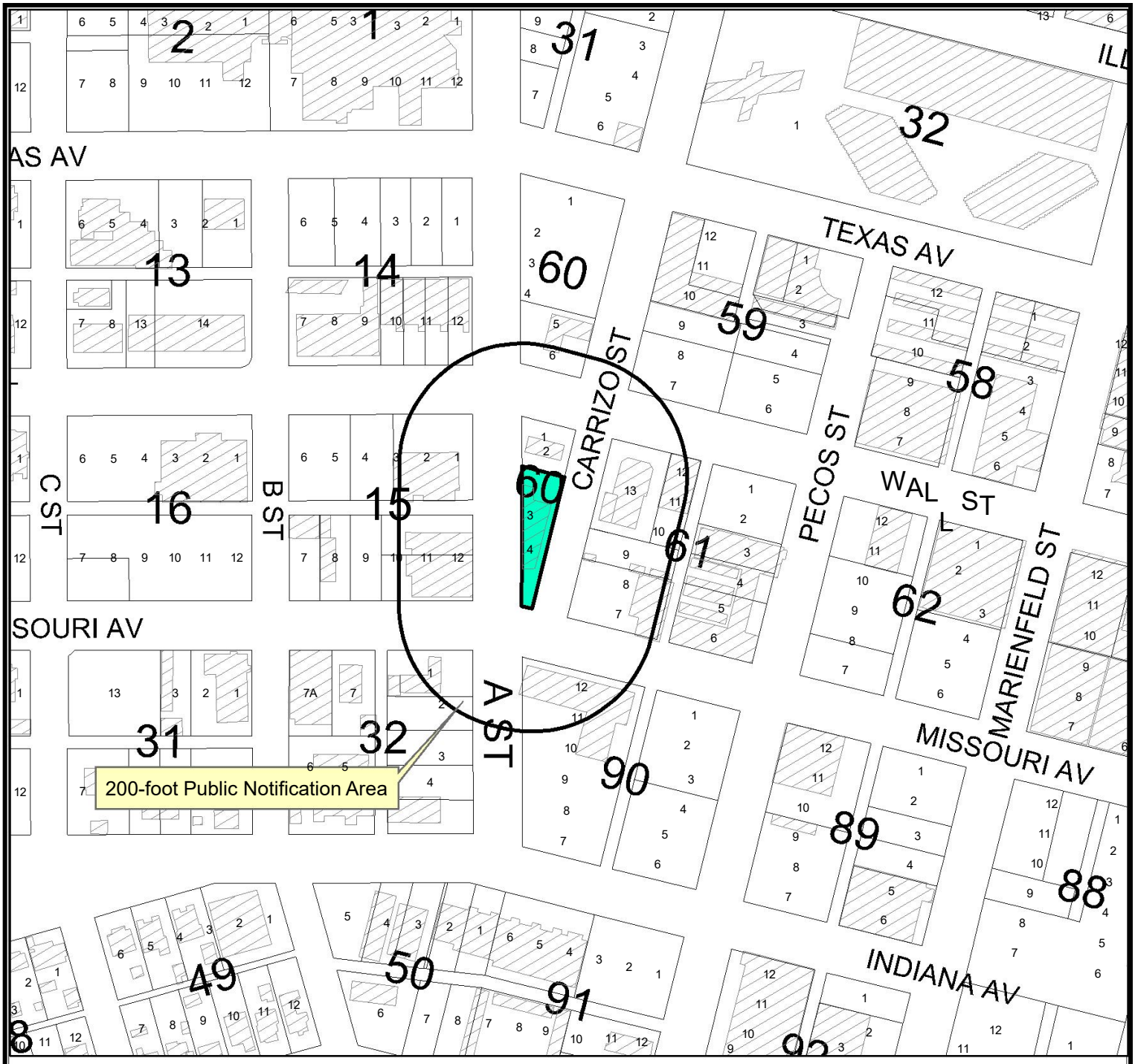
VERONICA Z PEREZ
Notary Public, State of Texas
My Commission Expires
July 05, 2025
NOTARY ID 1235575-6

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 # Invoice please	☑ Plans in Digital Format (PDF/JPEG)
Received By:	Date: RECEIVED MAR 18 2025

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

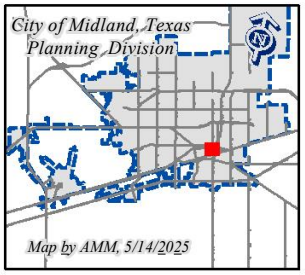
SUD-25-0197 **Scale: 1" = 600'**

Consider a request by Jesus Rodriguez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a restaurant on a 0.167-acre tract of land out of Section 35, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

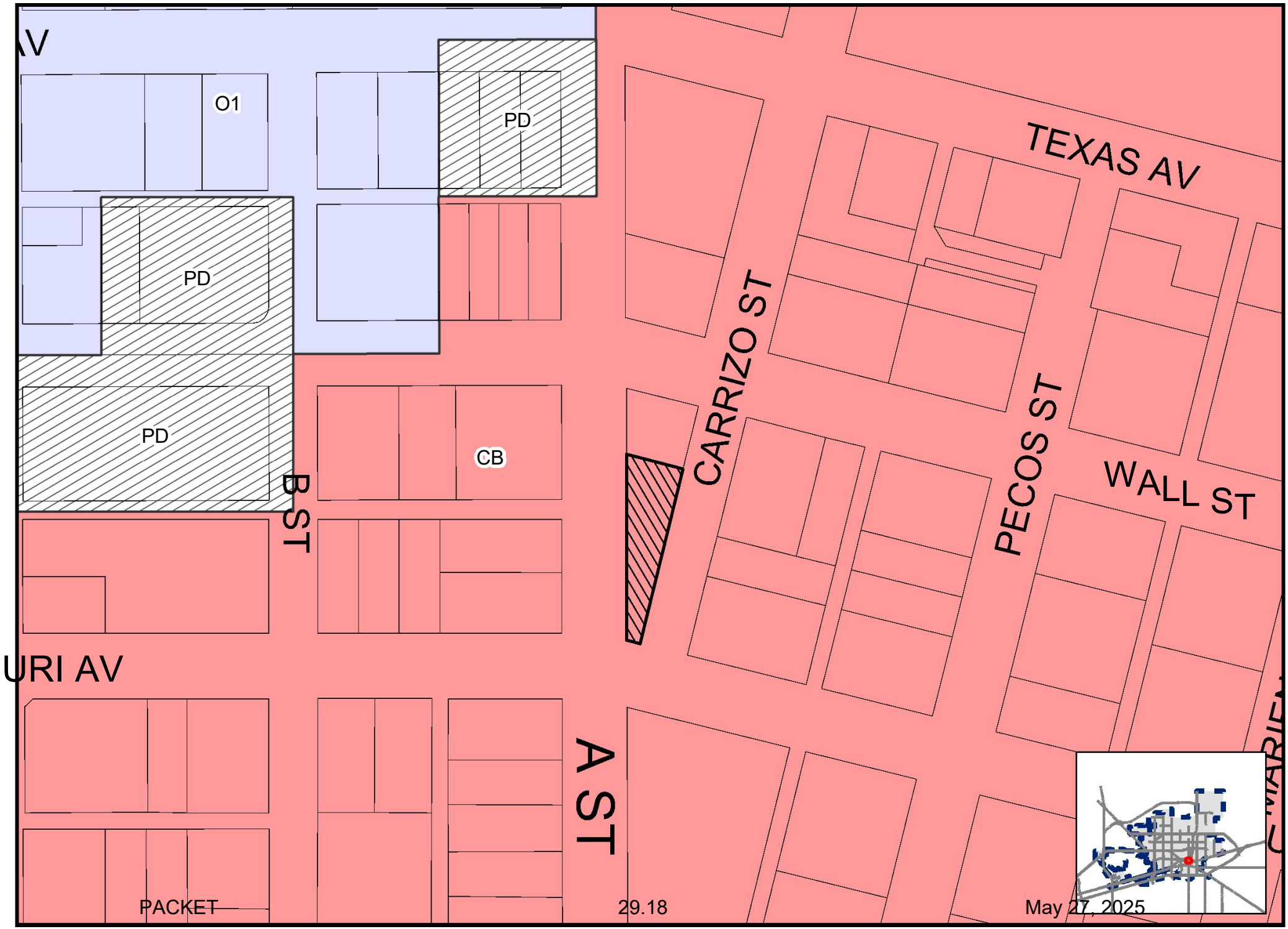
Generally located at the northeast corner of the intersection of South A Street and West Missouri Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



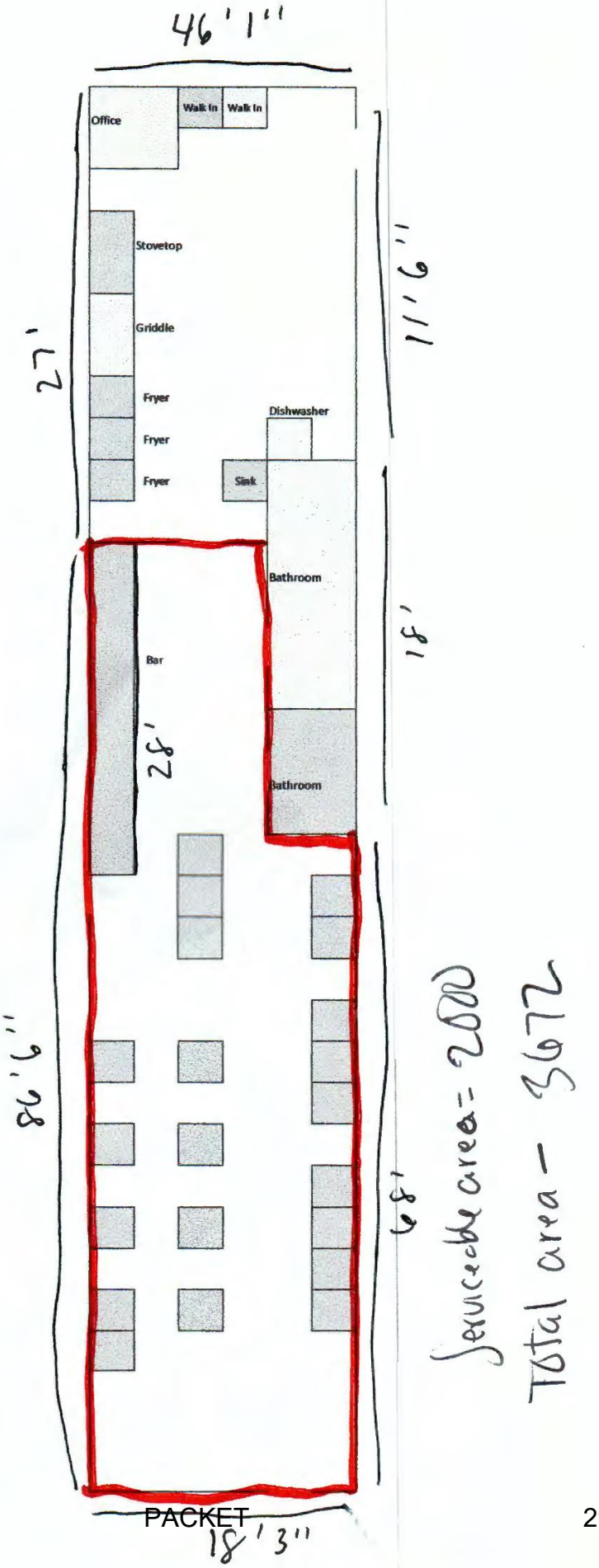
Map by AMM, 5/31/2025

SUD-25-0197

Scale: 1" = 1,753

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA



Serviceable area = 2882

Total area - 3672




XAS AV
TEXAS AV
ST
ISSOURI AV
MISSOURI AV
CARRIZO ST
PECOS ST
WALL ST
MARIENFELD ST
C ST
B ST
A ST
13
14
60
59
58
16
15
61
62
31
32
90
89
PACKET
29.21
May 27, 2025

Midland County
Cheryl Becker
County Clerk
Midland, Texas 79702

70 2012 00013229

Instrument Number: 2012-13229
As
Recorded On: June 25, 2012 **Recording after Aug 2005**

Billable Pages: 3
Number of Pages: 4

Comment: WD SOSA

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording after Aug 2005	24.00
Total Recording:	**24.00**

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2012-13229
Receipt Number: 372993
Recorded Date/Time: June 25, 2012 10:39:30A
User / Station: S Walterscheid - County Station 2

Record and Return To:

LONE STAR ABSTRACT & TITLE CO
ATTN: JACK CAMPBELL
600 N. Loraine
Midland TX 79701

COUNTY CLERK * COUNTY OF MIDLAND TEXAS *

State of Texas
County of Midland
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the named RECORDS of Midland County, Texas as stamped hereon.

Cheryl Becker **County Clerk**
Midland County, Texas

RETURN TO:
LONE STAR ABSTRACT & TITLE CO., INC.
GF # 200096

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF 200096 dkb/wp

13229

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MIDLAND §

THAT THE UNDERSIGNED, GEORGE O. SOSA AND SPOUSE, YOLANDA M. SOSA, hereinafter referred to as **"GRANTOR"**, whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has **GRANTED, SOLD and CONVEYED,** and by these presents does hereby **GRANT, SELL and CONVEY** unto **SOSA ONE, LLC**, herein referred to as **"GRANTEE"**, whether one or more, the lot, tract or parcel of land situated in Midland County, Texas, to-wit:

TRACT ONE (1):
Being a portion of the un-numbered block of land shown and indicated on the plat of the ORIGINAL TOWN of Midland, Midland County, Texas, as said plat appears of record in Volume 3, Pages 232-3 of the Deed Records of said County, to which reference is hereby made, and which block of land is bounded on the north by the south line of Wall Street (formerly Iowa Avenue); on the east by the west line of Carrizo Street, on the south by the north line of Missouri Avenue, on the west by the east line of "A" Street, as shown and indicated on the plat of West End Addition to said City of Midland, which east line of "A" Street is also the west line of Section 35 in Block 39, T-1-S, T&P RR Company Survey, Midland County, Texas, and which block of land is commonly known as BLOCK NO. 60 1/2 OF THE ORIGINAL TOWN of Midland, more particularly described as follows:
BEGINNING at a point in the west line of Carrizo Street, said point being also in the east line of Block 60 1/2 and also being 80 feet south of the intersection of the south line of Wall Street and the west line of Carrizo Street;
THENCE west parallel with the south line of Wall Street a distance of 60.6 feet to a point in the east line of "A" Street and the west line of Block 60 1/2 for a corner;
THENCE in a southeasterly direction along the east line of "A: Street a distance of 51.5 feet to a point on "A" Street;
THENCE East a distance of 48 feet to a point for corner in the west line of Carrizo Street;
THENCE north with the west line of Carrizo street and the east line of Block 60 1/2, a distance of 50 feet to the PLACE OF BEGINNING; AND
BEGINNING at a point in the west line of Carrizo Street (said point being also in the east line of Block 60 1/2) 130 feet south of the intersection of the south line of Wall Street and the west line of Carrizo Street;

THENCE west parallel with the south line of Wall Street a distance of 48 feet to a point in the east line of "A" Street (and the west line of Block 60 1/2) for a corner;
THENCE in a southeasterly direction along the east line of "A: Street a distance of 175.5 feet to a point in the north lien of Missouri Avenue (and the south line of Block 60 1/2) for a corner;
THENCE east along the north line of Missouri Avenue, a distance of 5.6 feet to a point for a corner, being the intersection of the west line of Carrizo Street and the north line of Missouri Avenue;
THENCE north along the west line of Carrizo Street (and the east line of Block 60 1/2) a distance of 170 feet to the PLACE OF BEGINNING, all being in the City of Midland, Midland County, Texas.

TRACT TWO (2):
Being THE NORTH 65 FEET OF LOTS TEN (10), ELEVEN (11) AND TWELVE (12), BLOCK FIFTEEN (15), WEST END ADDITION, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Cabinet E, Page 52, Plat Records, Midland County, Texas.

This conveyance is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property, including, but not limited to, the following:

1. Building setback lines and easements as shown on plat recorded in Volume 3, Page 232, Deed Records of Midland County, Texas.
2. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
3. Rights of parties in possession.
4. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any of the herein described property.
5. Visible and apparent easements.
6. Portion of the property that may lie within any roadway.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 5th day of June, 2012.

GEORGE O. SOSA

YOLANDA M. SOSA

Grantee's Address:
1206 Storey Ave.
Midland, Texas 79701

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 5th day of June, 2012, by **GEORGE O. SOSA**.

DEBORA K. BLACKALLER
Notary Public, State of Texas
My Commission Expires 05-19-2014

NOTARY PUBLIC IN AND FOR:
THE STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 5th day of June, 2012, by **YOLANDA M. SOSA**.

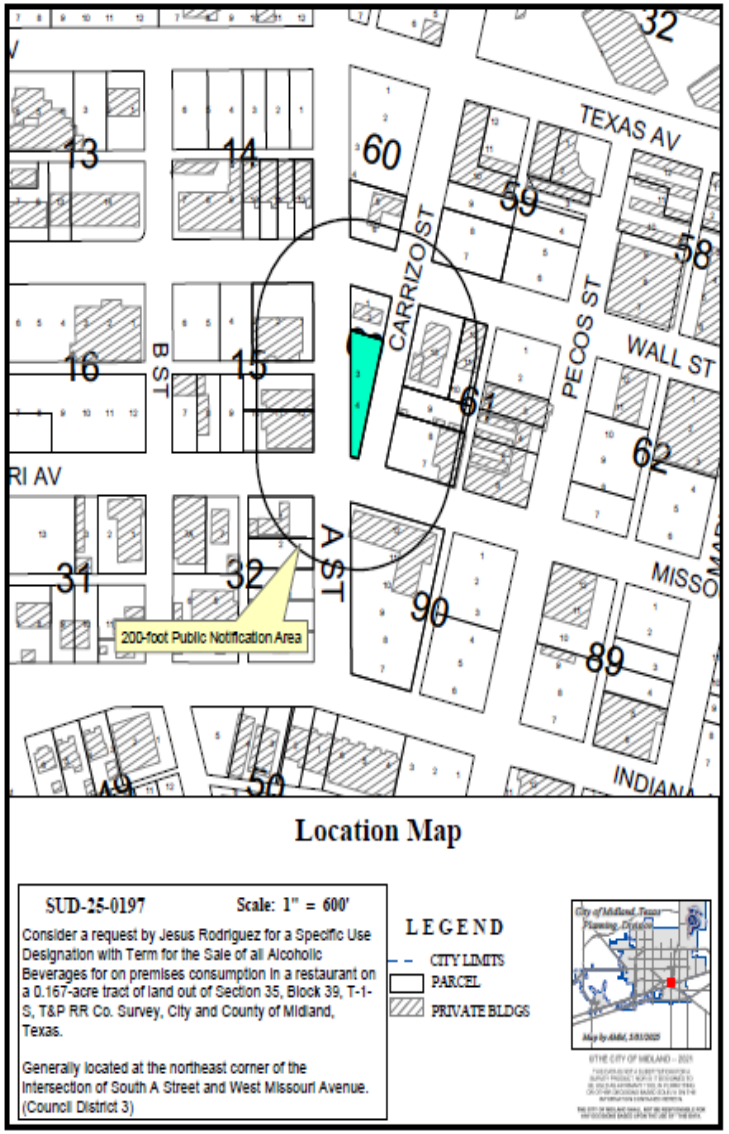
DEBORA K. BLACKALLER
Notary Public, State of Texas
My Commission Expires 05-19-2014

NOTARY PUBLIC IN AND FOR:
THE STATE OF TEXAS


MIDLAND
Be the Energy!
EL SINALOENSE
ITEM
SPECIFIC USE DESIGNATION WITH TERM
Visit Our Website
MIDLANDTEXAS.GOV

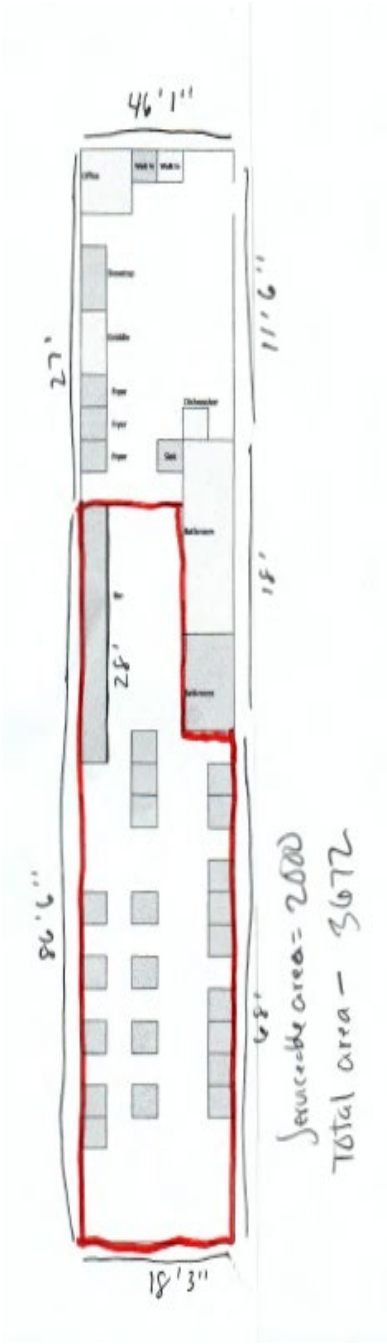
APPLICATION SUMMARY

- **Property owner:** George Sosa
- **Applicant:** Jesus Rodriguez
- **Application Type:** Specific Use Designation With Term
- **Address:** 103 South A. Street (District 3)



SUD DETAILS

- **Square Footage of SUD:** 3,672 sq feet
- **Alcohol Serviceable Area:** 2,000 sq ft
- **Proposed Days and Hours of Operation:**
  - Sunday through Saturday from 11 a.m. to 11 p.m.



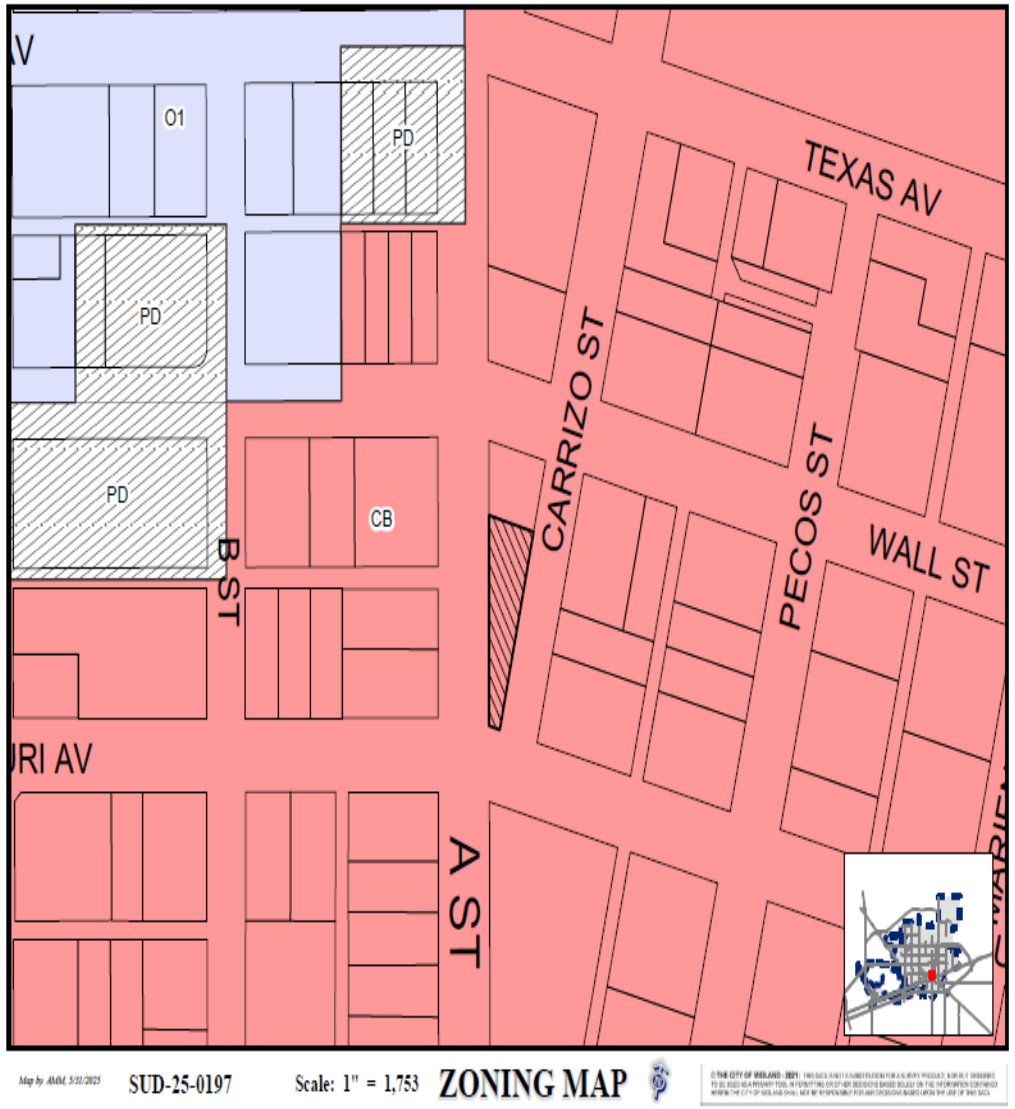
SUD DETAILS

- **Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.**



ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:** CB, Central Business.
- **Current Use of the Property:** **A Vacant:** The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03



LAND USE

- **Surrounding Uses:**
  - North: Wall Street Cocina
  - South: MISD Building
  - East: The Bar
  - West: Vacant



SITE PHOTO



On South A. Street, Looking East

COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
  - Village Center
- **Supported Uses:**
  - This is a village center area and there are no policies established for this location.
  - Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



STAFF RECOMMENDATION

- No objections have been received.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a restaurant subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 2,000 square feet as shown in Exhibit B, 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.

STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Saturday from 11 a.m. to 11 p.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

STAFF 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: May 27, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 6, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH F STREET AND WEST TENNESSEE AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of Lone Star Cash Homes, 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 a property located at 1300 West Tennessee Avenue in order to reconfigure the lot lines.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned SF-2, Single-Family Dwelling District. Per Section 5.04 – Residential Zoning District Dimensional Regulations Chart, the minimum lot area is 7,000 square feet in the SF-2, Single-Family Dwelling District. The applicant is requesting to reduce this minimum lot area to 3,187 square feet, for an existing residence.

The subject property is currently used as a single-family residence. This property is located on the same two lots as another single-family residence. Each of these properties has their own address and electric meters. In addition to the special exception request, the applicant is requesting to replat these properties in order to clean up the lot lines and officially separate the two properties by establishing two new lots.

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. Building separations according to the City of Midland's zoning ordinance and the fire separation requirements of the International Residential code must be adhered to.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved):

The minimum lot area regulation creates a hardship for this property as this existing property does not meet the minimum dimensions and would be prevented from being further developed. Granting this exception would alleviate the hardship and allow the property owner to separate the two existing single-family residences that are currently located on the same two lots, by replatting them into their own lot.

Staff recommends approval of this special exception request subject to the following conditions.

Conditions:

That said special exception shall be of no force or effect unless the Property is replatted into no more than two lots after the final adoption of this ordinance; provided, however:

A. **That the special exception shall apply to only one of the two lots resulting from the replat; and**

B. **That the lot to which the special exception shall apply shall have a minimum lot area of 3,187 square feet.**

Letters of Objection:

Staff has not received any letters of objection as of May 23, 2025.

Attachments:

Application
Maps
Aerial Photo
Site Photo
PowerPoint Presentation

.

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST HALF OF LOT 13 AND ALL OF LOT 14, BLOCK 6, WEST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH F STREET AND WEST TENNESSEE AVENUE), 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 east half of Lot 13 and all of Lot 14, Block 6, West Midland Addition,

City and County of Midland, Texas (the "Property"). Said special exception shall allow a reduced minimum lot area 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 replatted into no more than two lots after the final adoption of this ordinance; provided, however:

A. that the special exception shall apply to only one of the two lots resulting from the replat; and

B. that the lot to which the special exception shall apply shall have a minimum lot area of 3,187 square feet.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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

Docusign Envelope ID: 1F5C5EFE-EBB3-48B1-A953-3C03069B5546

MIDLAND Planning Division

Special Exception Application

Project Number: _____

Case Number: E-25-0137

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: LONE STAR CASH HOMES, LLC		Phone (832) 396-0036 Email luke@lscashhomes.com	
Address 122 PINE CREST DRIVE	City MONTGOMERY	State TX	Zip 77316

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432)262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TX	Zip 79701

Street Address: 1300 W TENNESSEE AVENUE

Legal Description
Lot: part 13&14 Block: 6 Subdivision: WEST MIDLAND ADDITION

Current Zoning: SF2

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 FORMALLY SEPARATE THE TWO EXISTING SINGLE-FAMILY HOMES, EACH OF WHICH ALREADY HAS ITS OWN ADDRESS AND ELECTRIC METERS ON THE INDIVIDUAL LOTS.

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): Signed by: Luke Slapa	Date: 4/16/2025
Property Owner (printed): Luke Slapa	

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 Luke Slapa, 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 21st day of April, 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 # 5288	

RECEIVED
APR 2 1 2025

Received By: [signature] Date: [signature]

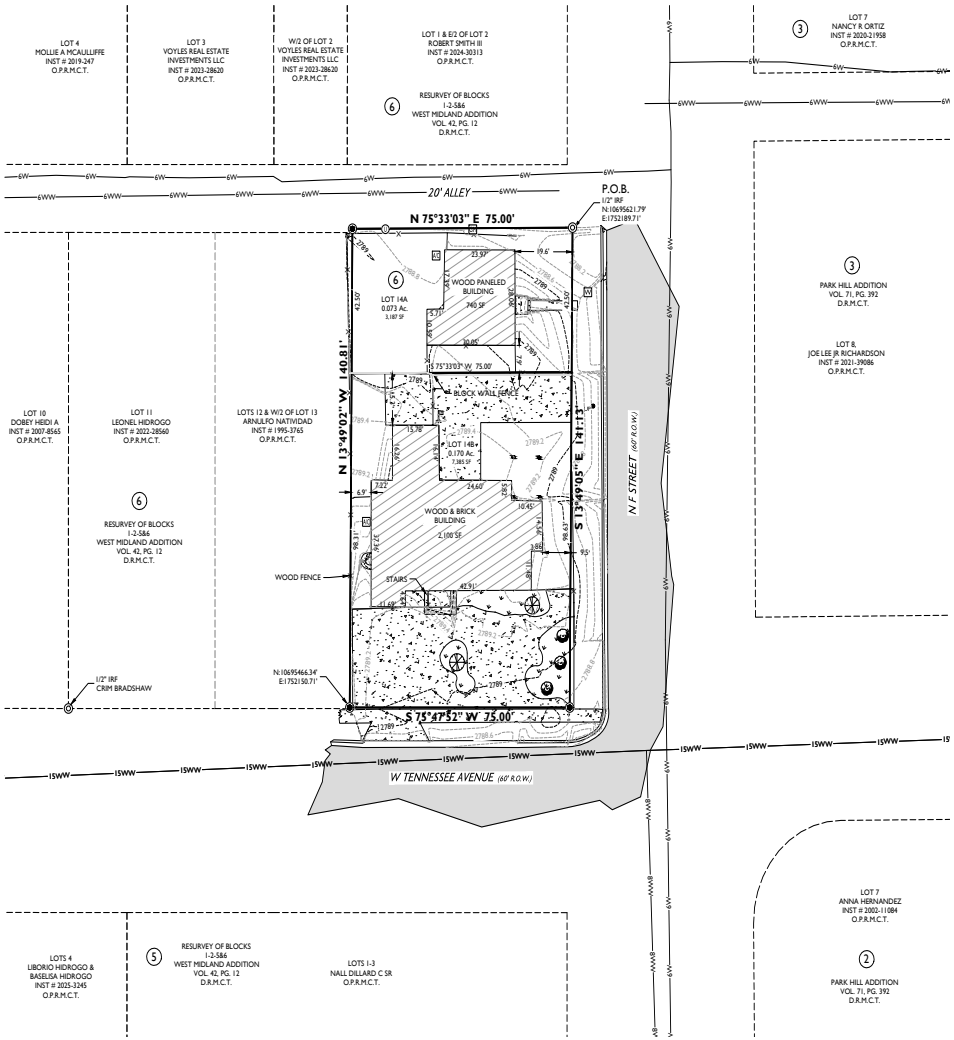
Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****

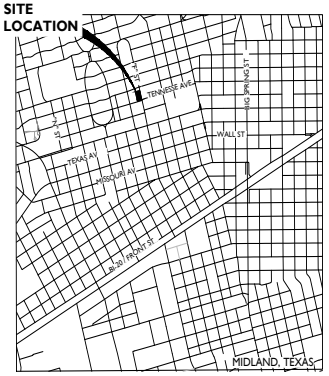
SKETCH PLAT

WEST MIDLAND ADDITION, SECTION 3

BEING A REPLAT OF EAST HALF OF LOT 13 AND ALL LOT 14, BLOCK 6, RESURVEY OF BLOCKS NO.1-2-5&6 WEST MIDLAND ADDITION, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS.

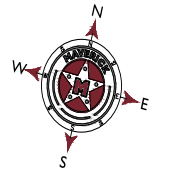


SITE LOCATION



VICINITY MAP

N.T.S.





SCALE 1" = 20'

LEGEND

◉	SET 1/2-INCH IRON ROD WIRED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
◎	FOUND MONUMENT AS NOTED
GM	EXISTING GAS METER
WM	EXISTING WATER METER
AC	EXISTING A/C PAD
UP	EXISTING UTILITY POLE
F	EXISTING FLAG POLE
ⓤ	EXISTING UTILITY MARKER
	EXISTING SMALL TREES
	EXISTING MEDIUM TREES
	BOUNDARY LINE
	PROPERTY LINES
	EXISTING BLOCK WALL FENCE
-X-	EXISTING WOOD FENCE
-6W-	EXISTING 6" WATER MAIN
-6WW-	EXISTING 6" WASTEWATER
-8WW-	EXISTING 8" WASTEWATER
-15WW-	EXISTING 15" WASTEWATER
	PAVEMENT
	CONCRETE
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
D.R.M.C.T.	DEED RECORDS, MIDLAND CO., TX

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS , IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 27, BLOCK 39, T-1-S, T&P. RAILWAY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT LONE STAR CASH HOMES, LLC, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WEST MIDLAND ADDITION, SECTION 3, AN ADDITION TO THE CITY OF MIDLAND, TEXAS, AND, HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS AND EASEMENTS SHOWN THEREON.

THE_____DAY OF _____, 2025.

BY:_____, LONE STAR CASH HOMES, LLC

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 BY _____, LONE STAR CASH HOMES, LLC

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF WEST MIDLAND ADDITION, SECTION 3, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____DAY OF_____, 2025.

ABRAHAM BREJI, CHAIRMAN

LANDON OCHOA, SECRETARY

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL [illegible] HEREBY CERTIFY THAT THIS PLAT WAS PREPARED IN [illegible] THAT THE CORNER MONUMENTS [illegible] SUPERVISION, IN ACCOR[illegible]

GREGORY W. SHOULTS
MAVERICK ENGINEERING
1909 W. WALL STREET, .
MIDLAND, TX 79701

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

PROPERTY OWNER

LONE STAR CASH HOMES, LLC
122 PINE CREST CIR.
MONTGOMERY, TEXAS 77316
832-396-0026
DEED INST. #2025-3828

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0089F, 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.

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(S) IS(ARE) 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. PAYMENT AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT FOR ADDITIONAL UNITS OR SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

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 11 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.*

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:_____

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING

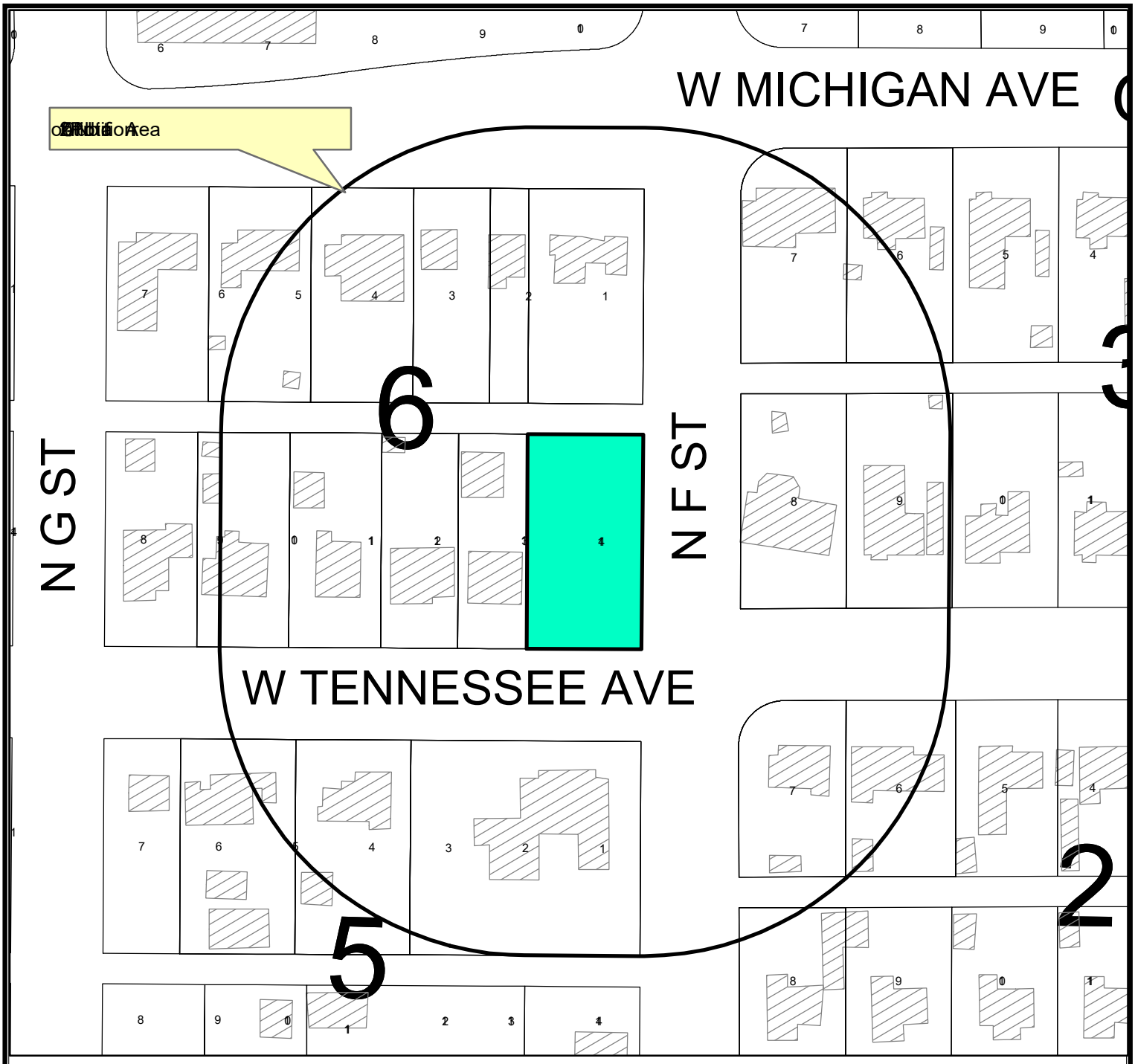
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

May 27, 2025

WEST MIDLAND ADDITION SECTION 3

PACKET

Drawing: P:\2025\250055-LUKE SLAPA-100 W. TENNESSEE AVE\DRAWINGS\PLAT\250055 SKETCH PLAT.DWG Last Saved By: LLopez on 4/8/25



Location Map

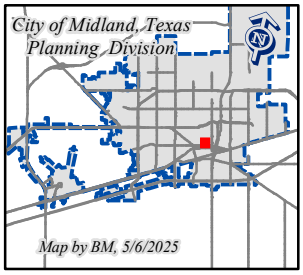
E-25-0137 **Scale: 1" = 78'**

Consider a request by Maverick Engineering, on behalf of Lone Star Cash Homes, 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 on the east half of Lot 13, and all of Lot 14, Block 6, West Midland Addition, City and County of Midland, Texas.

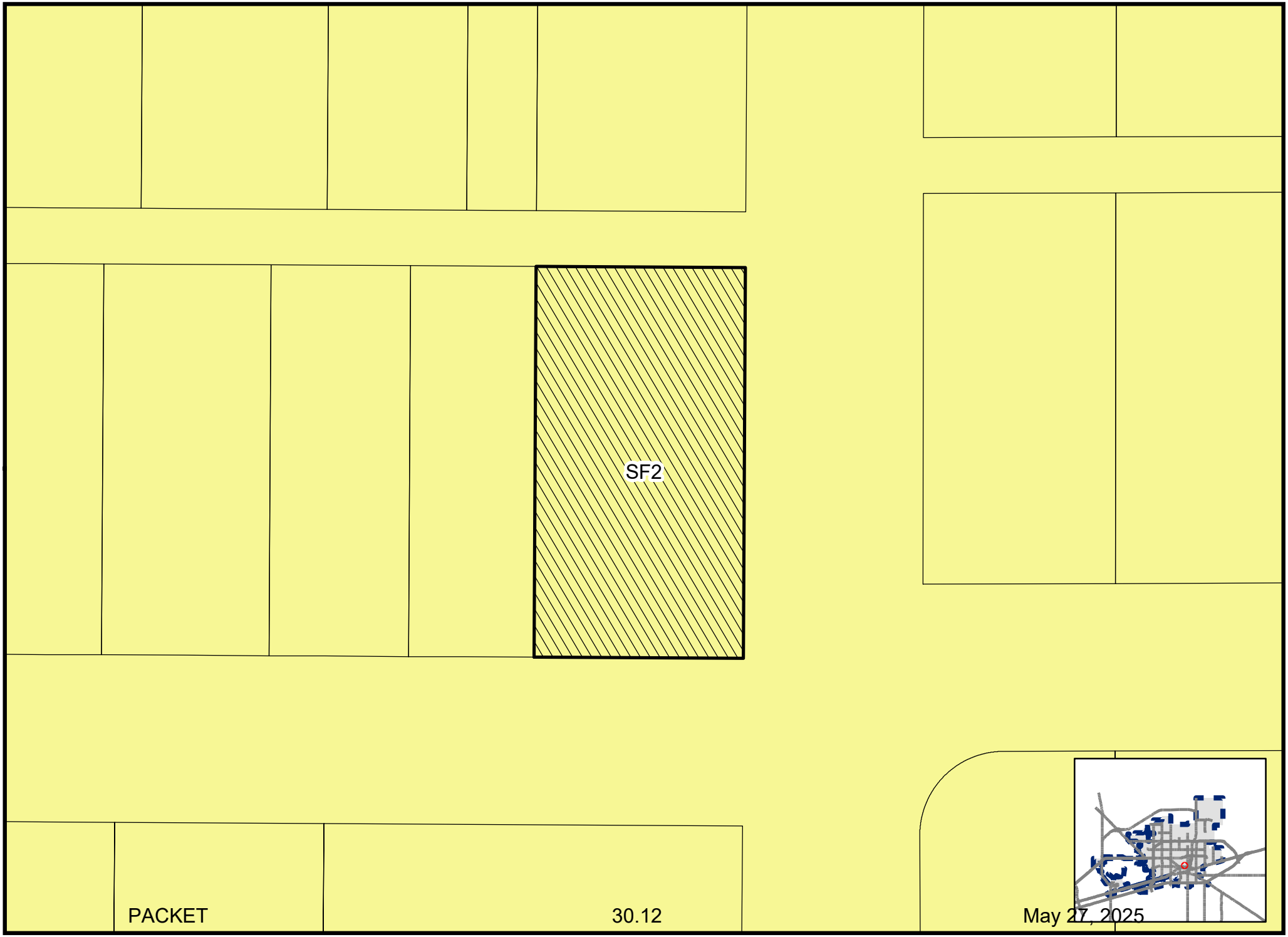
Generally located at the northwest corner of the intersection of North F Street and West Tennessee Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT IS 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, 5/6/2025

E-25-0137

Scale: 1" = 43'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

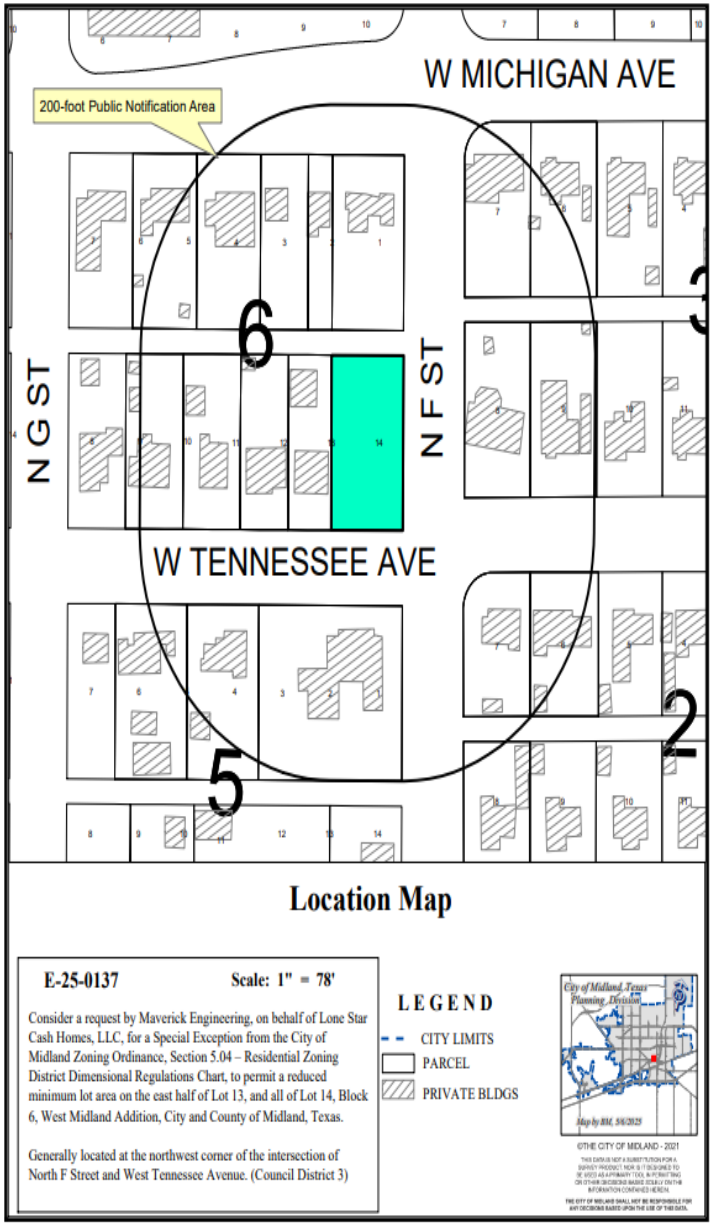

6
5
4
3
7
6
10
8
3
2
1
7
6




MIDLAND
Be the Energy!
SPECIAL EXCEPTION
1300 WEST TENESSEE AVENUE
Visit Our Website
MIDLANDTEXAS.GOV

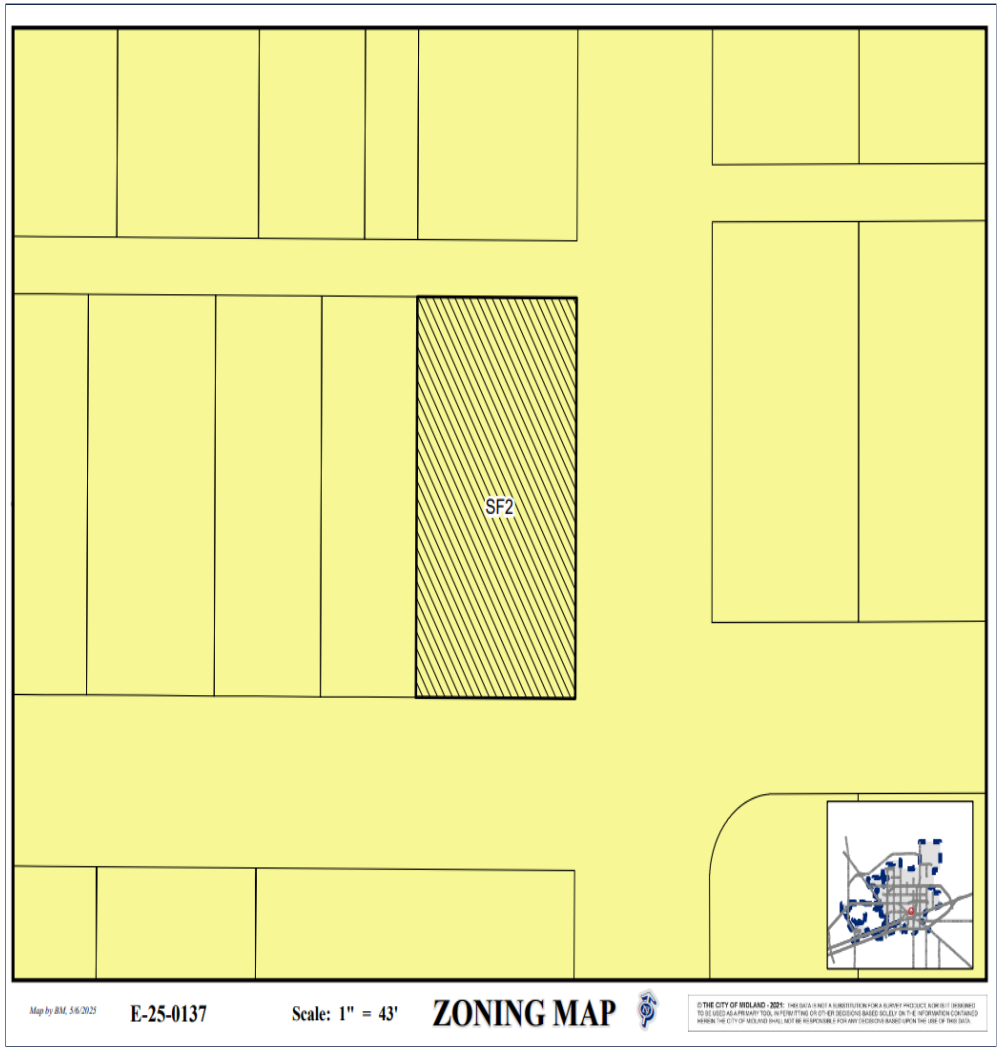
APPLICATION SUMMARY

- **Property Owner:** Lone Star Cash Homes, LLC
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Application Type:** Special Exception
- **Location:** 1300 West Tennessee Avenue (Council District 3)
- **Reason for Request:** To reduce the minimum lot area requirement for the SF-2, Single-Family Dwelling District, in or to reconfigure the lot lines.



ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East/West:** SF-2, Single-Family Dwelling District



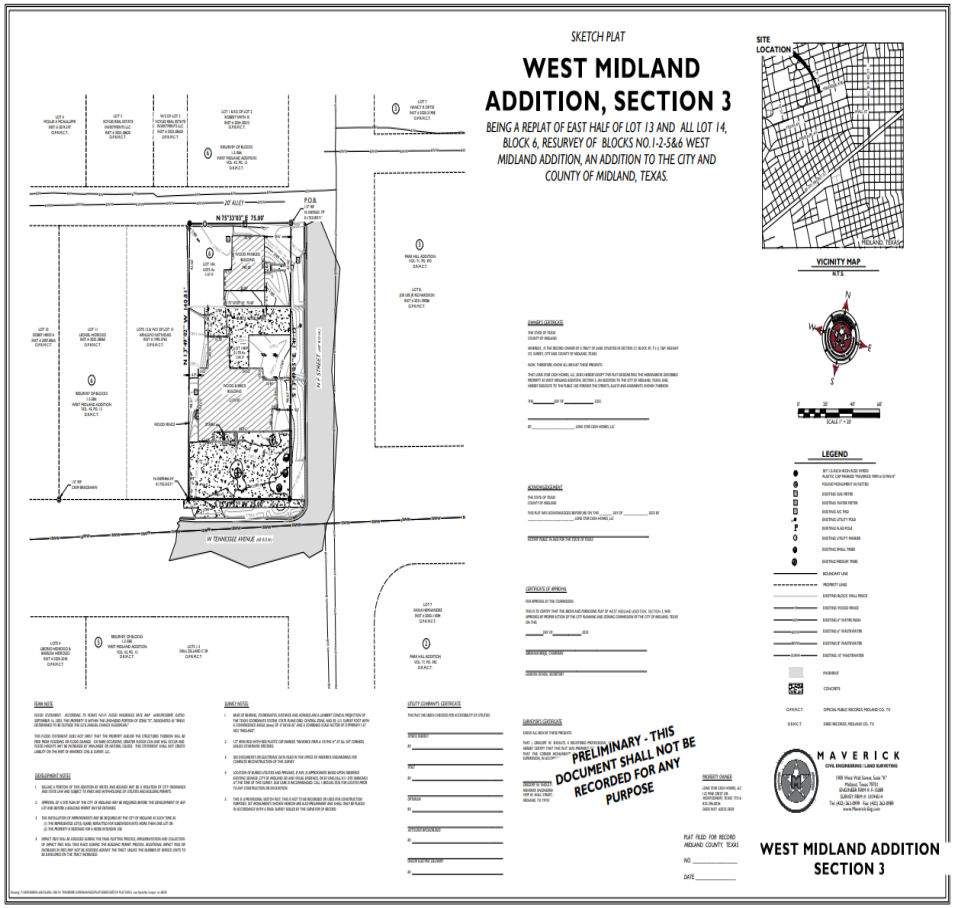
LAND USE

- **Current Use:** Single-Family Housing
- **Proposed Use:** Single-Family Housing
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing



SPECIAL EXCEPTION DETAILS

- **Requirement:** The minimum lot area for the SF-2, Single-Family Dwelling District is 7,000 square feet per Section 5.04- Residential Zoning District Dimensional Regulations Chart.
- **Requested Variance:** 3,187 square feet.

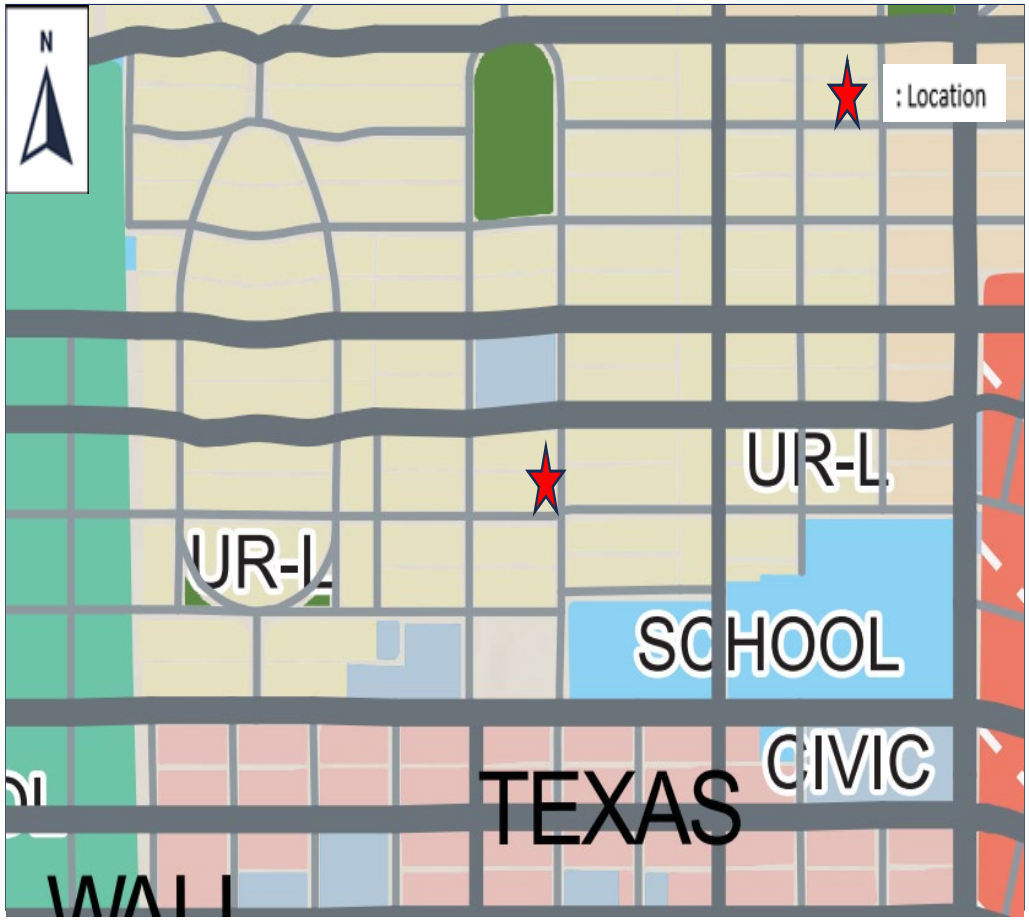




On North F Street, Looking West

COMPREHENSIVE PLAN ANALYSIS

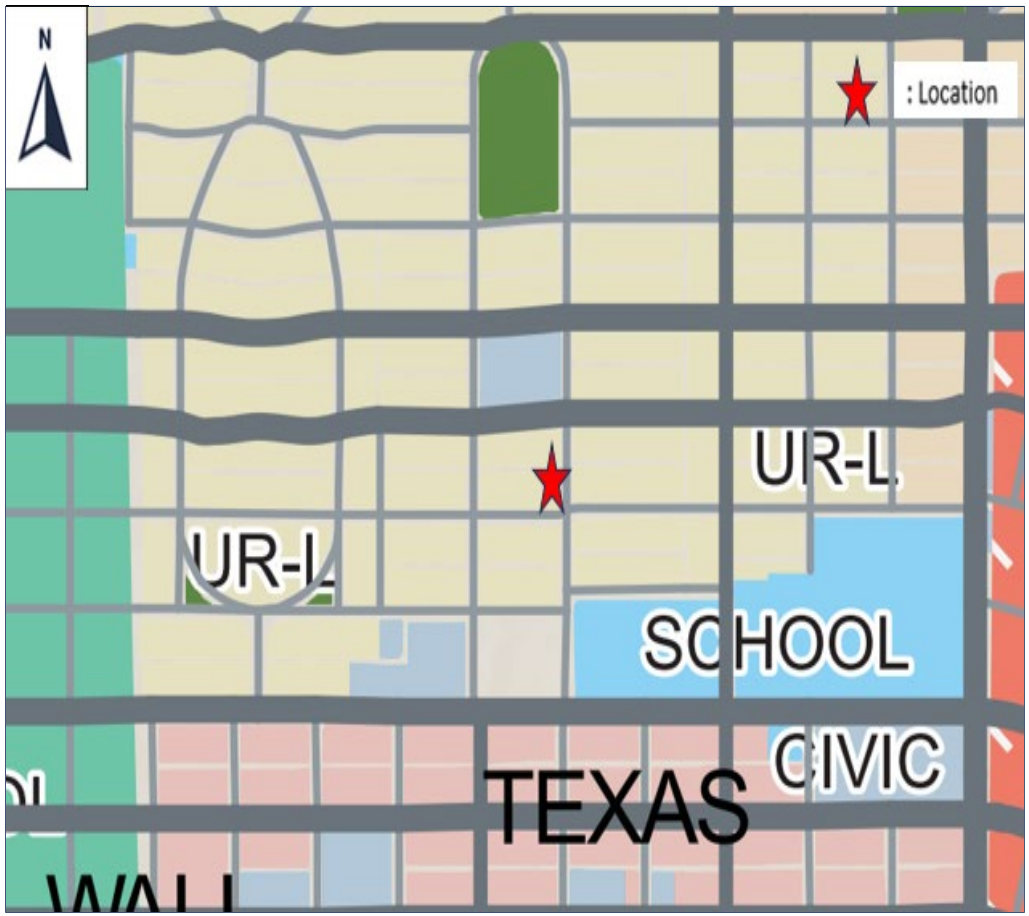
- **TCT Land Use Designation:**
  - Urban Residential-Low (UR-L)
- **Supported Uses:**
  - Restrictive land use, emphasizing single-family detached development, although innovative single-family forms may be permitted with special review. Civic uses are generally allowed, with special permission for higher intensity uses. Developments will be provided with full city services.



MIDLAND
Be the Energy!

COMPREHENSIVE PLAN ANALYSIS

- Land use is **compatible** with the surrounding area and TCT Plan.



STAFF RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this special exception subject to the following conditions.
- **That said special exception shall be of no force or effect unless the Property is replatted into no more than two lots after the final adoption of this ordinance; provided, however:**

A. that the special exception shall apply to only one of the two lots resulting from the replat

B. that the lot to which the special exception shall apply shall have a minimum lot area of 3,187 square feet.



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: May 27, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 7, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND HOUSTON 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 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Erica Hernadez, is requesting a Zone Change from LI, Light Industrial District, to SF-3, Single-Family Dwelling District for the construction of a single-family residence on a property located at 410 North Lee Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

LI, Light Industrial District.

Surrounding Zoning and Land Use:

The properties to the east and south from the subject property are all zoned LI, Light Industrial District. The properties to the east are zoned SF-3, Single-Family Dwelling District while the properties to the north are zoned MF-22, Multiple-Family Dwelling District. The properties to the west, east and south are residential and the proprieties to the north are unoccupied fenced lots.

Analysis:

The subject property is zoned LI, Light Industrial District, which calls for wholesaling, distribution, and warehousing activities. The applicant is seeking a zone change to SF-3, Single-Family Dwelling District in order to develop a single-family dwelling unit. This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban Medium (U-M). This designation calls for a diverse range of housing types including single-family and multi-family housing. Along with neighborhood and community retail, office spaces and essential services.

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.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning.

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:

Therefore, staff recommends approval of this Zone Change from LI, Light Industrial District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of May 16, 2025, staff have received no letters of objection for this request.

Attachments:

Application
Survey
Maps
Power Point

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 7, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH LEE STREET AND HOUSTON 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 Lot 12, Block 7, Moody 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 LI, Light Industrial 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, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-25-0418

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Erica Hernandez		Phone (432)215-5108 Email edelaro1@yahoo.com	
Address 102 Cedar Ave	City Midland	State TX	Zip 79705
Property Owner Printed Name: Mario and Erica Hernandez		Phone (432) 215-5108 Email edelaro1@yahoo.com	
Address 102 Cedar Ave	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: 410 N Lee St

Legal Description
Lot: 12 Block: 7 Subdivision: Moody Addition

Current Zoning: Light Industrial

Proposed Zone: Single-Family 3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: _____

Present Use of Property: Vacant

Proposed Use of Property: Single Family

How would this zone change affect the public health, safety and welfare? Property location is better suited for housing than Industrial activities

Describe how conditions affecting the property have changed since present zoning designation: The surrounding lots are Single family homes

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: Feb 24, 25
Applicant (printed): Erica Hernandez	
Property Owner (signature):	Date: Feb 24, 25
Property Owner (printed) : Erica Hernandez	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____

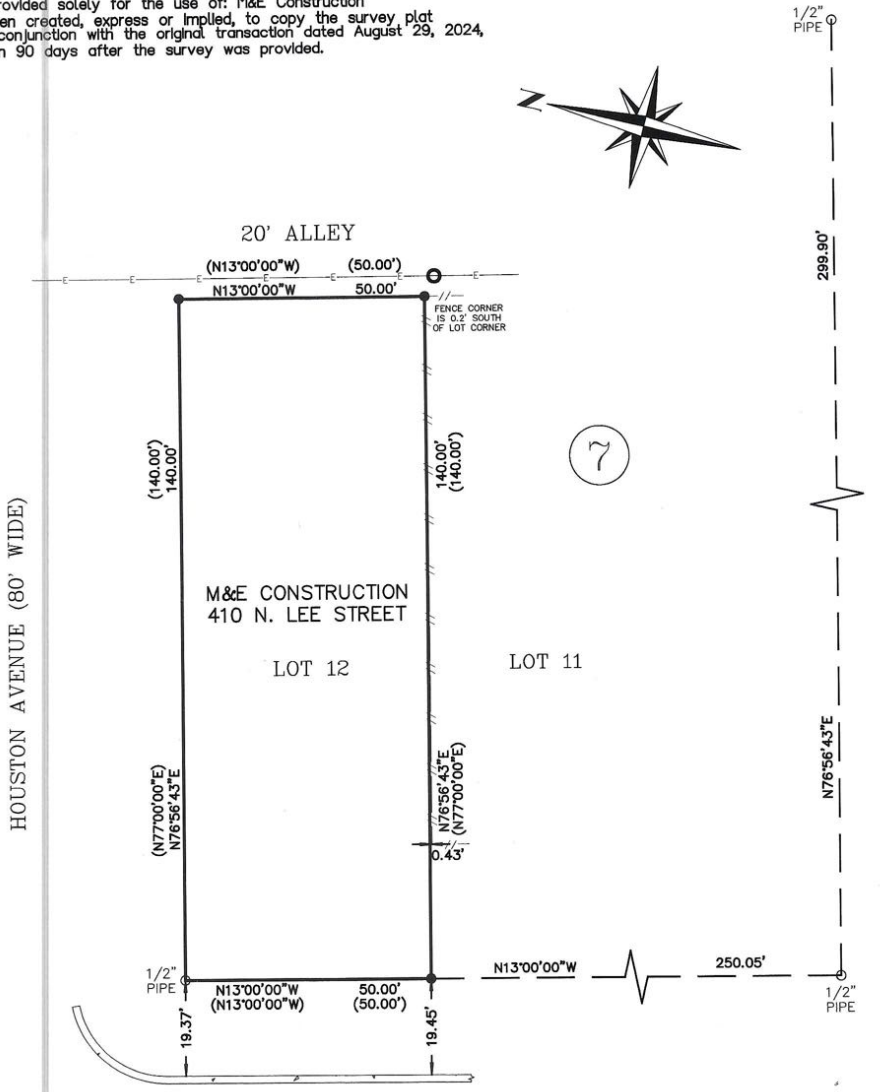
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Invoice	
Received By: Madelyn Rayes	Date: RECEIVED MAR 24 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

COPYRIGHT 2024
This survey plat is being provided solely for the use of: M&E Construction and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated August 29, 2024, which shall take place within 90 days after the survey was provided.



LEGEND
- ● Set 1/2" I.R. W/Cap "RPLS 6832"
- ○ Fnd. 1/2" I.R.
- O Power Pole
- ——E——E—— Overhead Electric Line
- ——//——//—— Wood Fence line

SURVEY OF
LOT TWELVE (12), BLOCK SEVEN (7), MOODY ADDITION, AN ADDITION TO THE CITY OF MIDLAND MIDLAND COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 1, PAGE 48, DEED RECORDS, MIDLAND COUNTY, TEXAS

This survey was prepared without benefit of a title commitment. Not all easements or matters of title may be shown.

Census Tract: 17

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0089 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 29th day of August 2024.

Duryn Henington

Registered Professional Land Surveyor No. 6832
Date: 08/29/2024

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

Basis of Bearings:
WEST Line of this Lot

Bearings and Distances Shown Inside ( ) Indicate Record Information

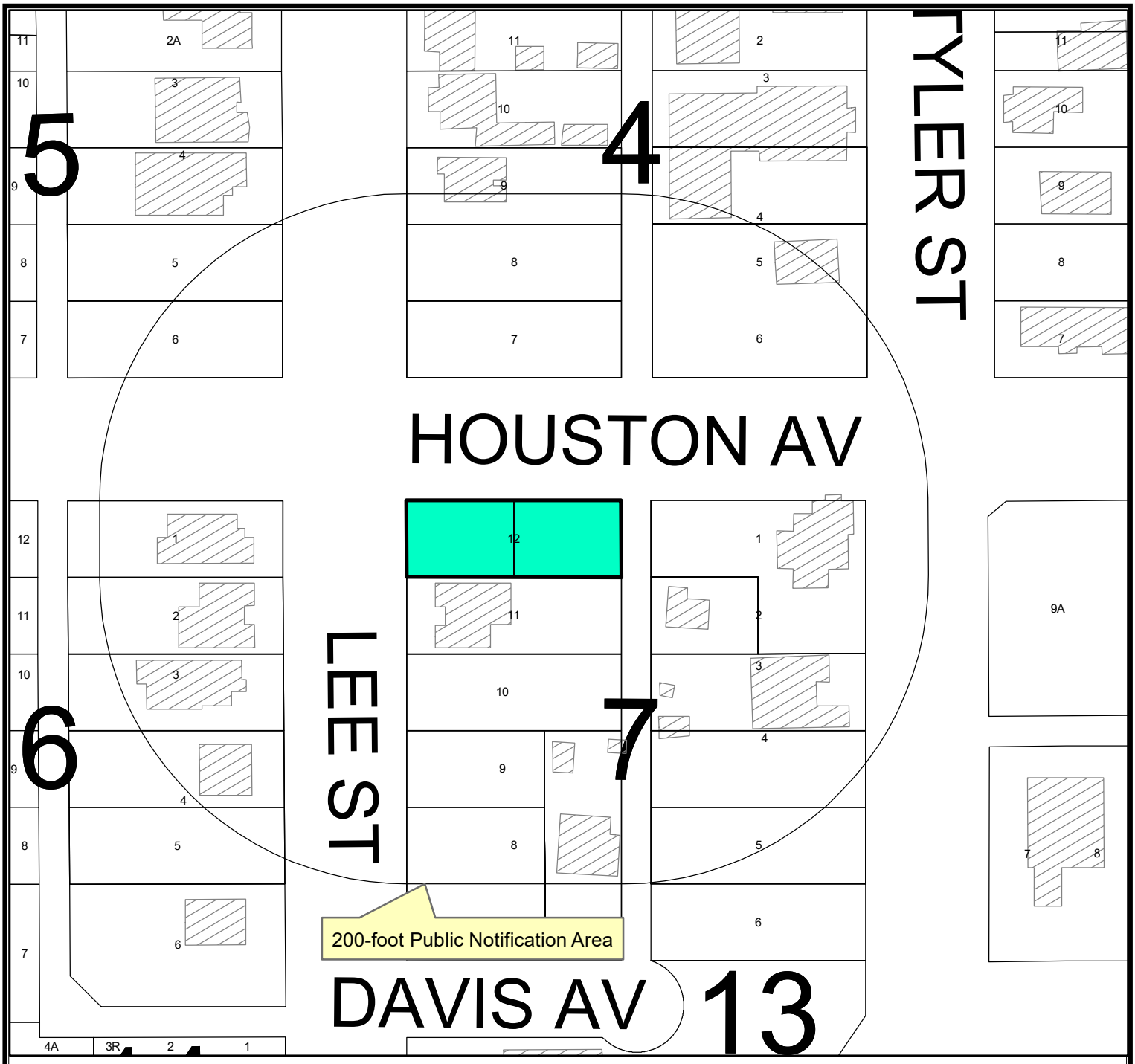
30 15 0 30

SCALE: 1" = 30'

STATE OF TEXAS REGISTERED DURYN HENINGTON 6832 PROFESSIONAL LAND SURVEYOR

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

ABSTRACT OFFICE: N/A	G.F. #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: PLS25578	DATA FILE: 410NLEE	DRAWN BY: MARCY N.	FIRM NO.: 10193978



Location Map

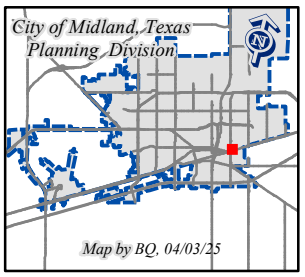
Z-25-0418 **Scale: 1" = 600'**

Consider a request by Erica Hernandez for a Zone Change from LI, Light Industrial District, to SF-3, Single-Family Dwelling District, on Lot 12, Block 7, Moody Addition, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North Lee Street and Houston Avenue (District 2) PACKET 31.10

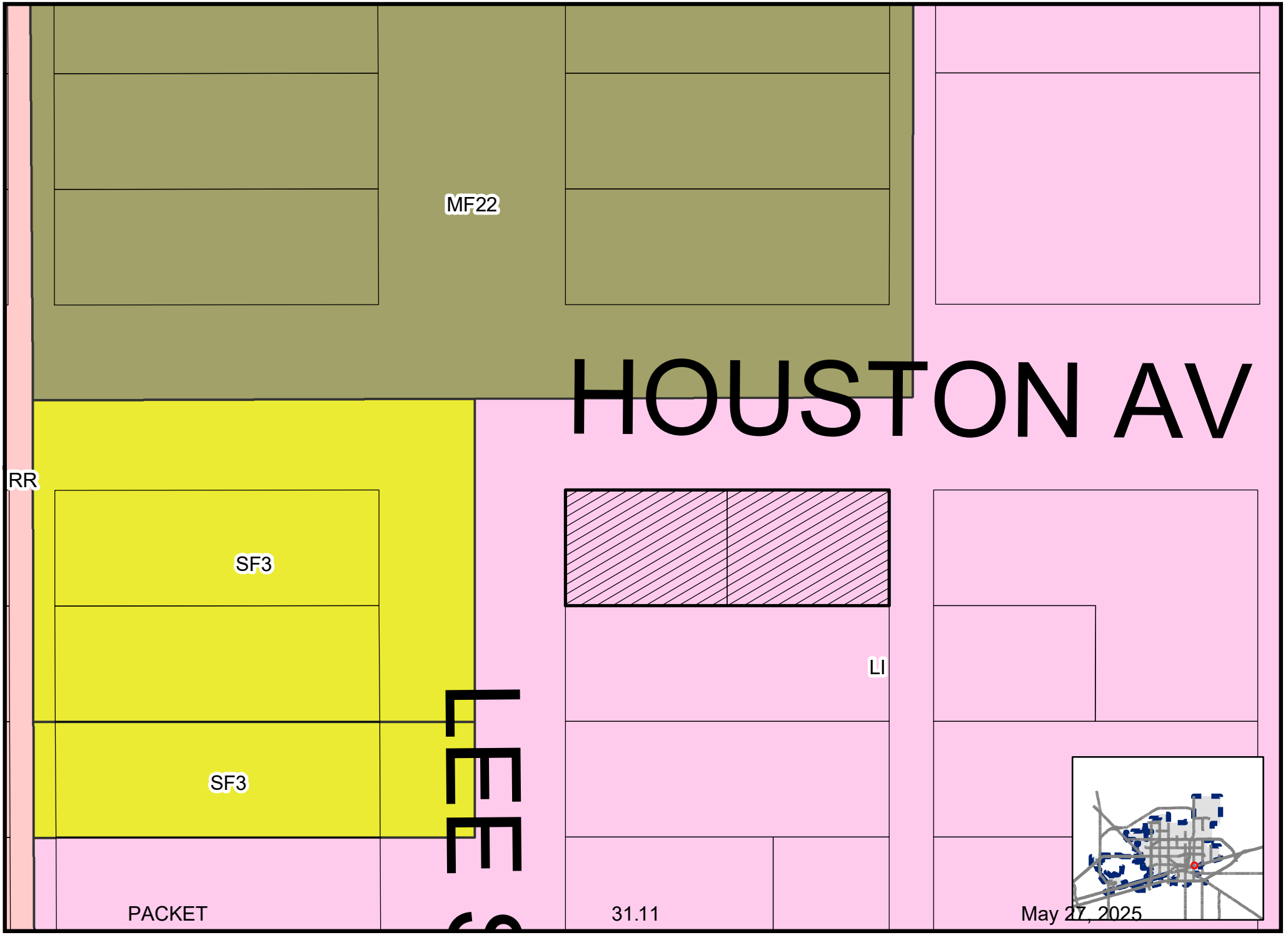
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.

May 27, 2025



Map by BQ, 4/3/25

Z-25-0418

Scale: 1" = 600'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

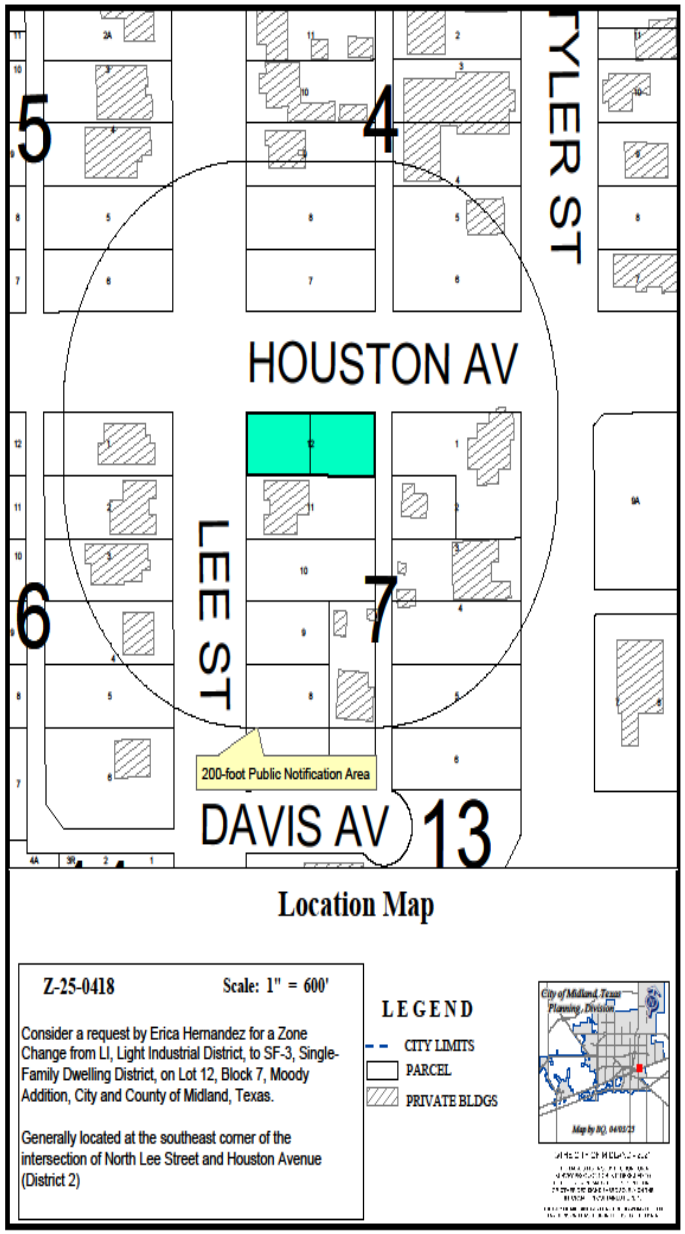

HOUSTON AV
LEE ST
7




MIDLAND
Be the Energy!
ITEM
ZONE CHANGE REQUEST
410 N LEE ST
Visit Our Website
MIDLANDTEXAS.GOV

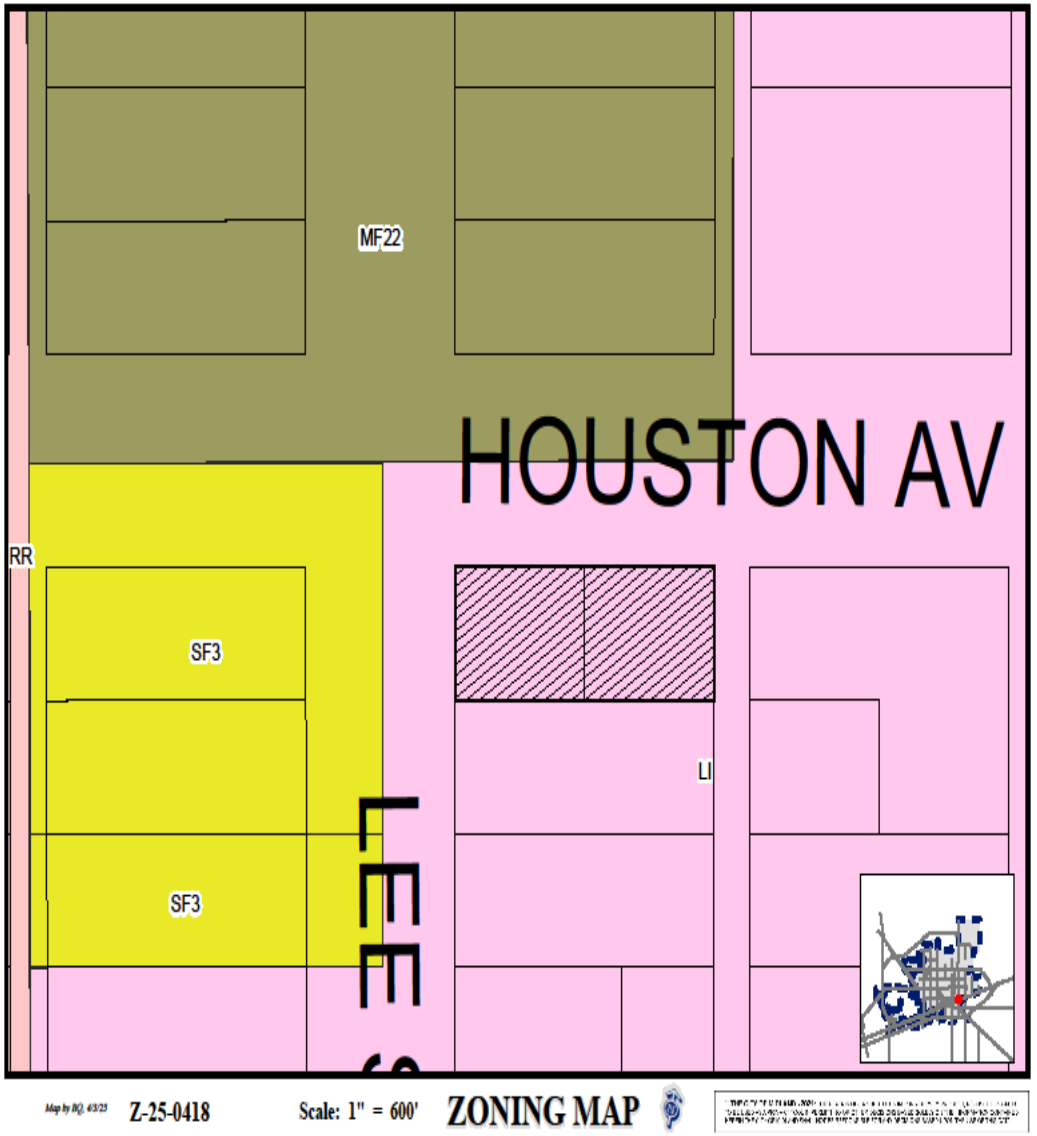
APPLICATION SUMMARY

- **Property Owner**: Mario & Erica Hernadez
- **Type of Application:** Zone Change
- **Address:** 410 North Lee Street (District 2)
- **Reason for Request:** To be able to build a single-family dwelling.



ZONING

- **Current Zoning:** LI, Light Industrial District
- **Surrounding Zoning:**
  - **East/South:** LI, Light Industrial District
  - **West:** SF-3, Single-Family Dwelling District
  - **North:** MF-22, Multiple-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use of the Property:** Vacant Lot
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
  - **South/East/West**: Residential
  - **North:** Unmaintained lot

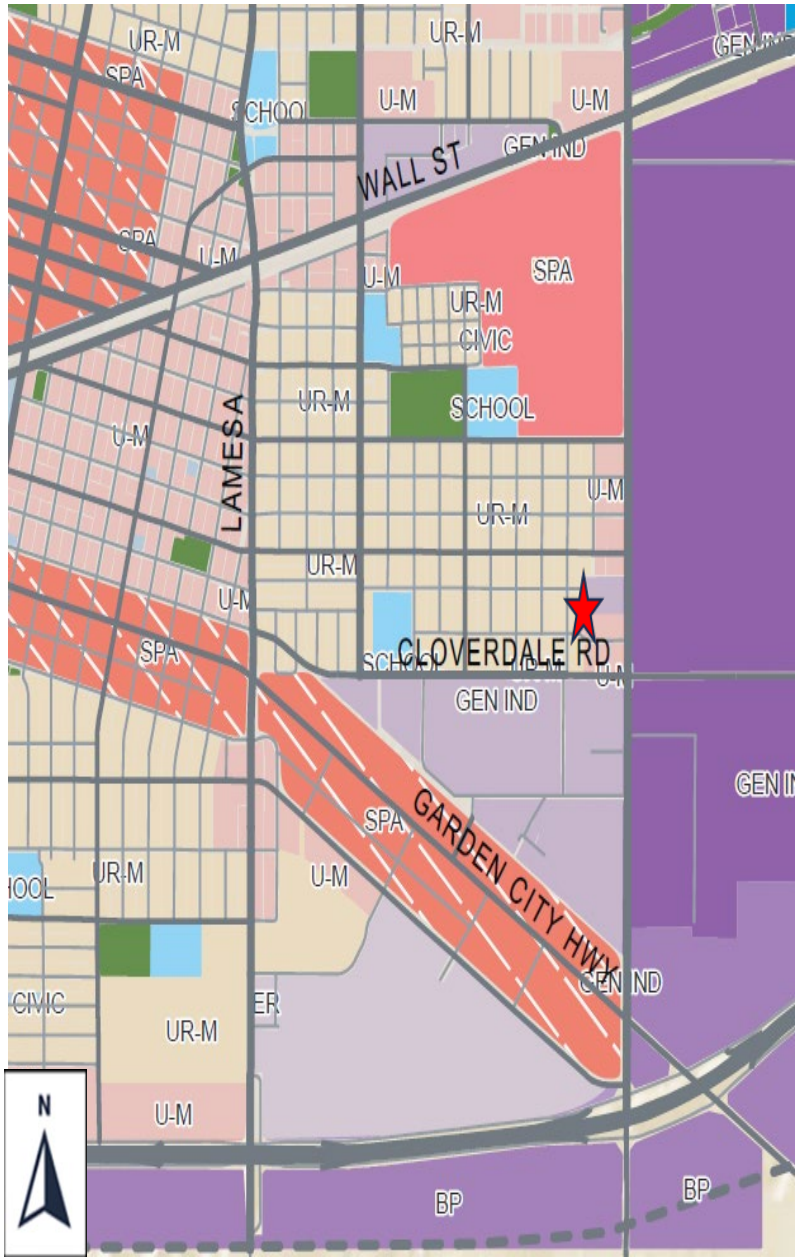




On North Lee Street, Looking East.

COMPREHENSIVE PLAN

- **TCT Land Use Designation**: Urban Medium, U-M
- **Supported Uses**:
  - A mix of housing types, including single-family detached, single-family attached and townhouses.
- Request is **compatible** with the surrounding area and the Tall City Tomorrow Plan.



STAFF'S RECOMMENDATION

- No objections received.
- Planning and Zoning Commission approved request on April 21, 2025.
- Staff recommends **APPROVAL** of this zone change from **LI, Light Industrial District** to **SF-3, Single-Family Dwelling District**.



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: May 27, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST TEXAS AVENUE AND NORTH MINEOLA 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)

Purpose:

QSW & Construction is requesting a Zone Change from LI, Light Industrial District, to C, Commercial District, to open and operate a restaurant on a property located at 701 East Texas Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life & Place

Discussion:

Current Zoning:

LI, Light Industrial District.

Surrounding Zoning and Land Use:

The properties to the east are zoned LI, Light Industrial District, and consist of a vacant lot and an auto repair shop. The property to the south is zoned LI, Light Industrial District, and is a vacant restaurant. The property to the north is zoned C, Commercial District, and is a railroad track. The property to the west is zoned C, Commercial District, and is an industrial business.

Analysis:

The subject property is currently zoned LI, Light Industrial District. The applicant is seeking this zone change to C, Commercial District, to open a restaurant. The use of a restaurant is not permitted for the LI, Light Industrial District. By changing the zone, the applicant would be able to open and operate a restaurant. This property use to operate as a liquor store, but has since closed, and is now vacant. The property to the south is currently a vacant building and use to be the site of a restaurant.

This request is not consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as an Urban Medium (U-M). The Urban Medium (U-M) designation calls for zoning districts such as Single-Family Dwelling Districts, Townhouse District, Office District, and Local Retail District. However, while C, Commercial district may not be a preferred zoning for this designation, the proposed land use as well as the surrounding land use is consistent with the Urban Medium (U-M) designation.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning

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)

Therefore, staff recommends approval of this Zone Change from LI, Light Industrial District, to C, Commercial District.

Letters of Objection:

Staff has not received any letters of objection as of May 23, 2025.

Attachments:

Application
Survey
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 44, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST TEXAS AVENUE AND NORTH MINEOLA 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 Lot 2, Block 44, Original Town Addition, City and County of Midland, Texas (the "Property"), to C, Commercial 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 LI, Light Industrial District to C, Commercial 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, Interim City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-25-0425

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: NONE		Phone (432)413-0515 Email	
Address P.O.BOX11391	City MIDLAND	State TX	Zip 79702

Property Owner Printed Name: QSW& CONSTRUCTION		Phone (432) 413-0515 Email RICKCONNETT 432 413-0515 4141 at gsm.com	
Address P,O, BOX 11391	City MIDLAND	State TX	Zip 79702

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: NONE		Phone (432) 413-0515 Email	
Address	City	State	Zip

Street Address: 701 E. TEXAS

Legal Description
Lot: 002 Block: 44 Subdivision: ORIGNAL TOWN

Current Zoning: LIGHT INDUSTRAL (LI)

Proposed Zone: COM (C)
(List by tracts if more than one district is requested)

Reason for Zone Change Request: TO CREATE A VIBRANT AND WELCOMING SPACE FOR OUR COMMUNITY

Present Use of Property: VACANT NOT CURRENTLY IN USE

Proposed Use of Property: DEVELOPMENT

How would this zone change affect the public health, safety and welfare? POSITIVE

Describe how conditions affecting the property have changed since present zoning designation: IN THE RECENT YEARS I HAVE SEEN SIGNIFICANT SHIFTS IN LOCAL DEMOGRAPHICS ECONOMIC ACTIVITIES

ZONING OUT DATED AND LESS SUITED TO COMMUNITIE

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): Richard R Cornett	Date: 4/11/2025
Applicant (printed): RICHARD R. CORNETT	
Property Owner (signature): Richard R Cornett	Date: 4/11/2025
Property Owner (printed) : QSW AND CONSTRUCTION	

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 Richard R. Cornett who, being by me duly sworn, upon oath says: That (s)he is the owner of QSW & Construction or authorized by Dba. + DBA, 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.

701 E. Texas

Richard R Cornett
Authorized Agent (*signature*)

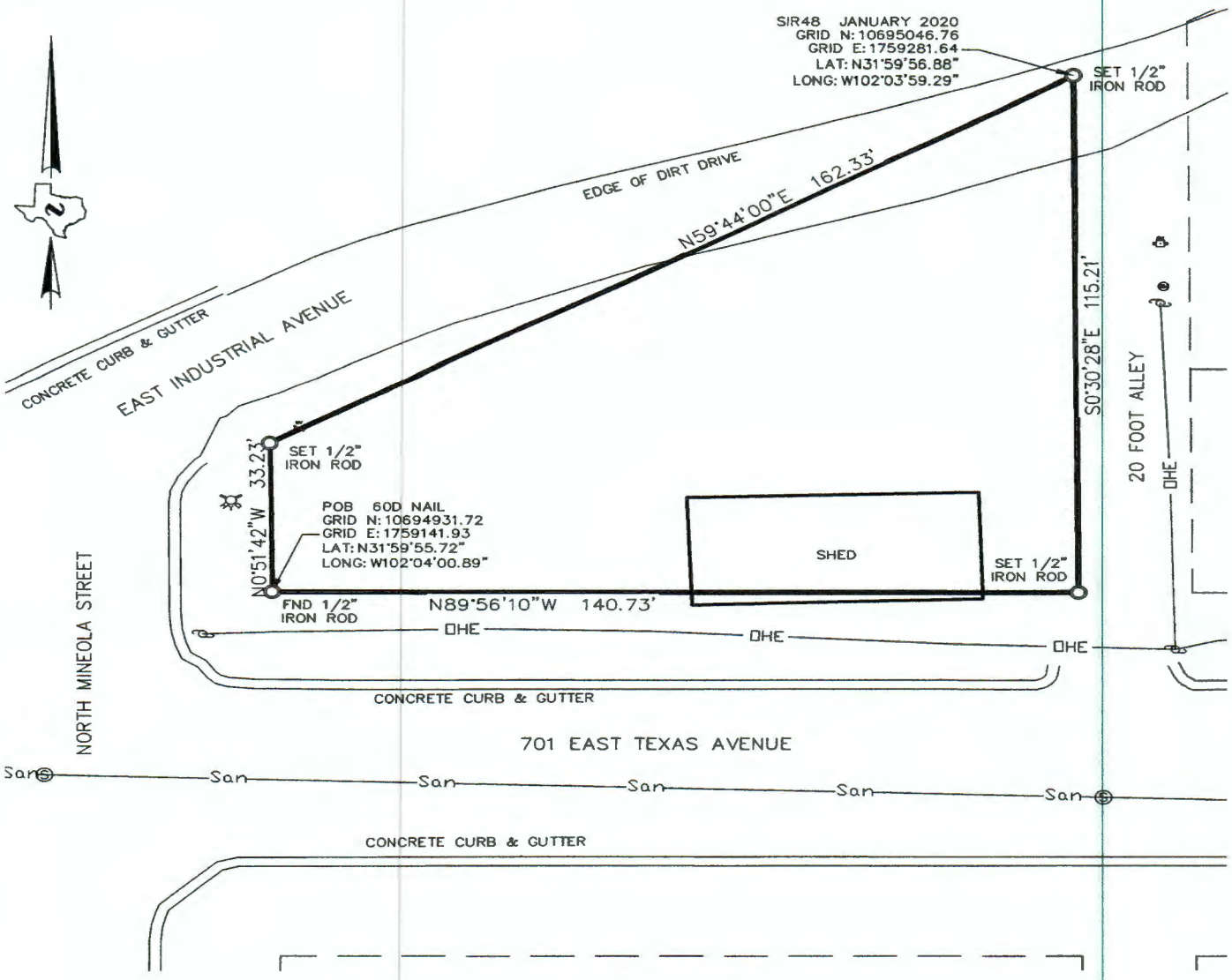
Subscribed and sworn to before me, this 10th day of April, 2025, to certify which witness my hand and seal of office.

Nitasha Harper
My Commission Expires
5/12/2027
Notary ID 134357774

Nitasha Harper
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1085	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



NOTES:

BEARINGS, DISTANCES AND ACREAGE SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY SHALL NOT REPRESENT WARRANTY OF TITLE OR GUARANTEE OF OWNERSHIP.

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.

Surveyor Certification

TO THE LIENHOLDERS, RICHARD CORNETT

(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 9TH DAY OF JANUARY, 2020

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SURVEY

LOT 2

BLOCK 44

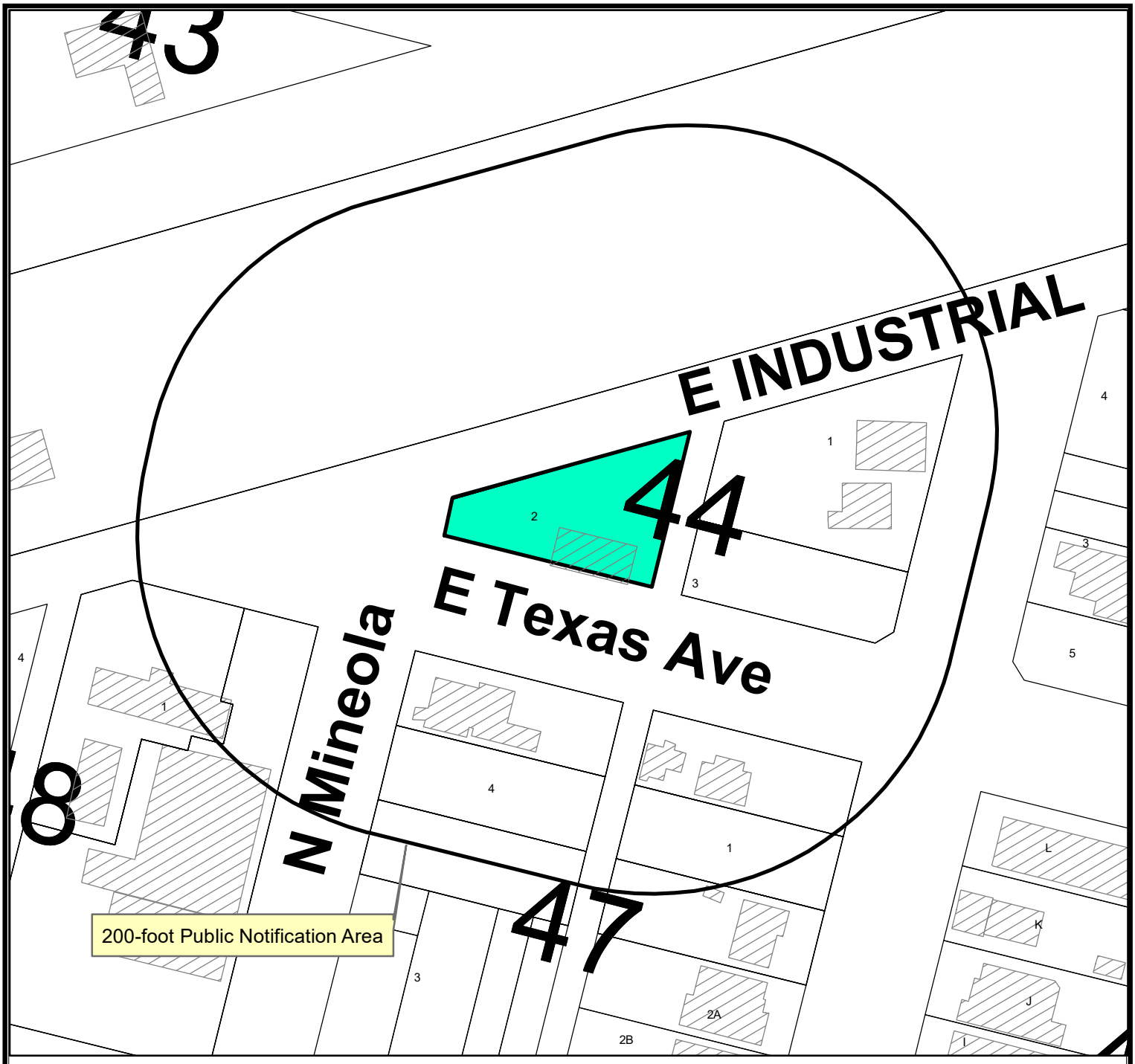
ORIGINAL TOWN OF MIDLAND

AN ADDITION TO THE CITY OF MIDLAND, AS PER PLAT OF RECORD IN VOLUME 2, PAGE 232, DEED RECORDS, MIDLAND COUNTY, TEXAS

SCALE: 1" = 30'

PROJECT: 77186RC
JOB NO.: 77,186

SCHUMANN ENGINEERING CO.
A LATERAL LAND COMPANY
ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548



Location Map

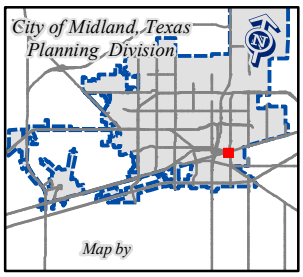
Z-25-0425 **Scale: 1" = 600'**

Consider a request by QSW & Construction for a Zone Change from LI, Light Industrial District, to C, Commercial District, on Lot 2, Block 44, Original Town, City and County of Midland, Texas.

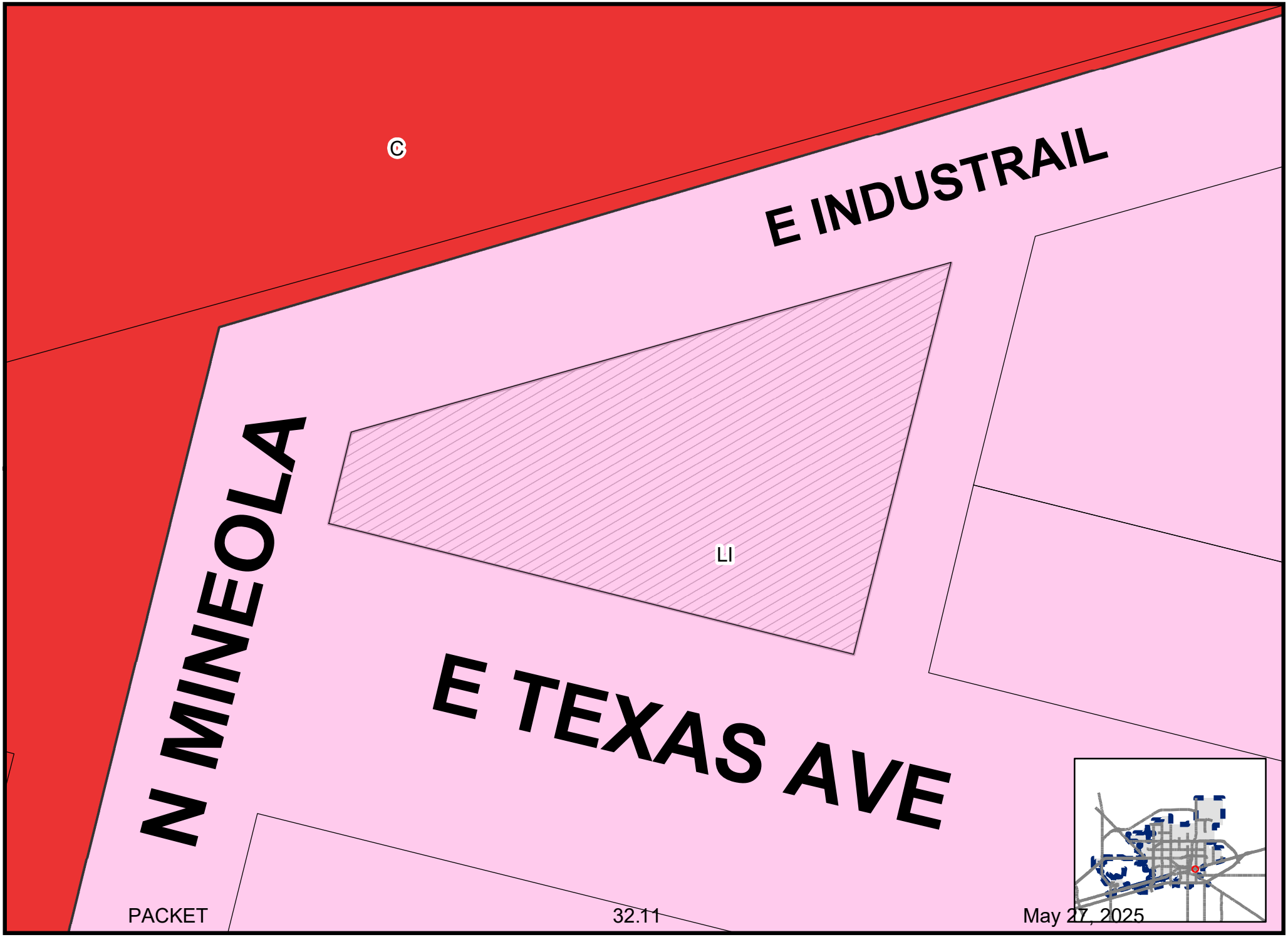
(Generally located at the northeast corner of the intersection of East Texas Avenue and North Mineola Street.) (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.



PACKET 32.11 May 27, 2025

Map by BQ, 04/16/25 **Z-25-0425** **Scale: 1" = 300'** **ZONING MAP**

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

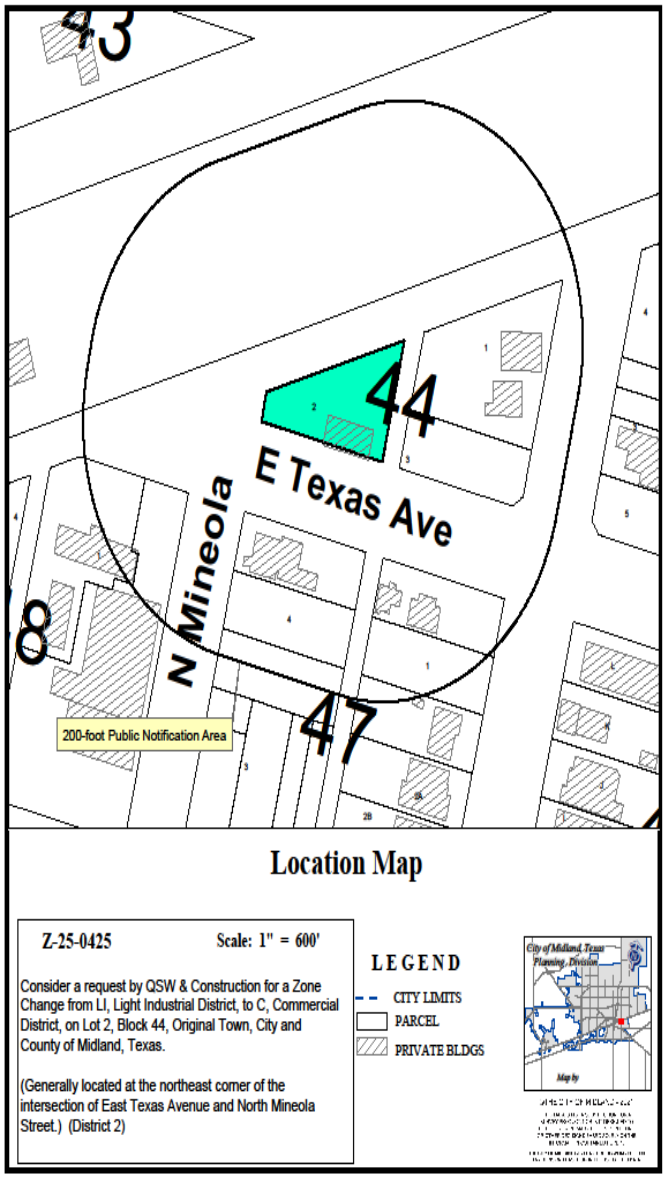

4.4




MIDLAND
Be the Energy!
ZONE CHANGE REQUEST
701 E TEXAS AVE
Visit Our Website
MIDLANDTEXAS.GOV

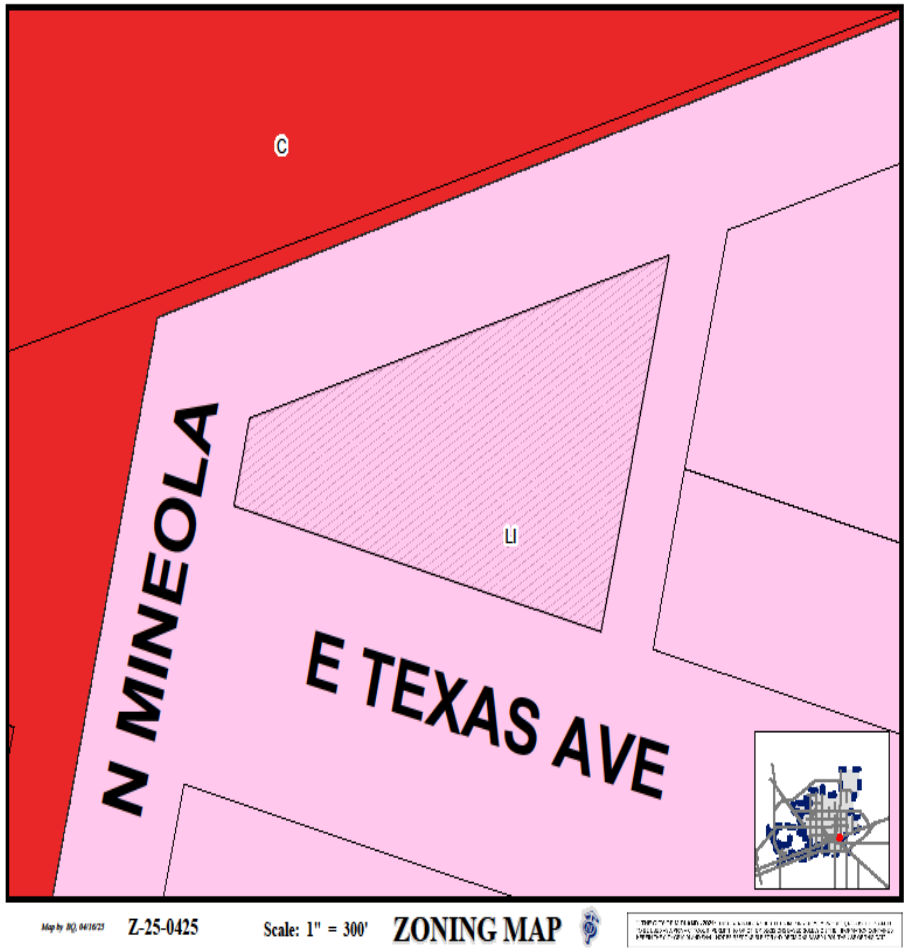
APPLICATION SUMMARY

- **Property Owner:** QSW& Construction
- **Application Type:** Zone Change
- **Address:** 701 East Texas Avenue (Council District 2)
- **Reason for Request:** To open and operate a restaurant.



ZONING

- **Current Zoning:** LI, Light Industrial District
- **Surrounding Zoning:**
  - **North/West:** C, Commercial District
  - **South/East**: LI, Light Industrial District
- **Proposed Zoning:** C, Commercial District



LAND USE

- **Current Use of the Property:** Vacant
- **Proposed Use of the Property:** Restaurant
- **Surrounding Uses:**
  - **North:** Railroad tracks
  - **South:** Restaurant
  - **East:** Residential
  - **West:** Event Venue





On East Texas Avenue, looking East.

COMPREHENSIVE PLAN

- **TCT Land Use Designation:**
- Urban Medium, U-M
- • **Supported Uses:**
  - A mix of housing types, including single-family detached, single-family attached and townhouses.
- Request is **compatible** with the surrounding area and not the Tall City Tomorrow Plan.



STAFF'S RECOMMENDATION

- No objections received.
- Staff recommends **APPROVAL** of this zone change from **LI, Light Industrial District** to **C, Commercial District.**



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: May 27, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN AND CONSTRUCTION OF THE WILDCATTER TRAIL - CHAMPIONS, ETC. PROJECT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH THE SELECTED FIRM FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Motion to authorize the City Manager or the City Manager's designee to advertise a request for qualifications for engineering services and services for Wildcatter Trail - Champions, Etc. Project provided in connection therewith for the Engineering Services Department and to negotiate professional services agreements with the selected firm for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

No funding at this time.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Please consider approving a motion authorizing the City Manager or the City Manager's designee to advertise a request for qualifications for the Wildcatter Trail – Champions, Etc. Project for the Engineering Department. This item authorizes the procurement of professional services to provide design, plans, specifications, and architectural/engineering work for the Wildcatter Trail – Champions, Etc. Project, a shared-use path with various pedestrian and bicycle improvements Please see the attached memo from Gabe McClelland, Director of Engineering Services, for additional information.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Gabe McClelland, Director of Engineering Services

SUBJECT:
Motion to authorize the City Manager or the City Manager's designee to advertise a request for qualifications for engineering services and services provided in connection therewith for the Engineering Services Department and to negotiate professional services agreements with the selected firm for said services; provided, however, that said agreement shall not become effective until approved by the City Council.

DATE: May 27, 2025 **COUNCIL MEETING DATE:** May 27, 2025

Please carry a resolution to Council to obtain approval to advertise a professional services agreement (PSA) for engineering services related to the **Wildcatter Trail – Champions, Etc. Project**.

The City of Midland, Texas (the "City"), is seeking concise letters of interest and a statement of qualifications from parties interested in performing professional services to provide design, plans, specifications, and architectural/engineering services for the Wildcatter Trail – Champions, Etc. Project — a shared-use path along Champions Drive, Tradewinds Boulevard, and Deauville Boulevard. The project will include ADA ramps, lighting, signage, benches, a bicycle repair station, crosswalks, pedestrian hybrid beacons, and a pedestrian refuge island.

The funding for the PSA will come from the appropriate departments and funding sources aligned with the scope of the project.

cc: Kirby Jones
Gabriel McClelland
Regina Stephenson

Request for Qualifications
for
City of Midland, Texas
RFQ No. 25005316

The City of Midland, Texas (the "City"), is seeking concise letters of interest and a statement of qualifications from parties interested in performing professional services to provide design, plans, specifications and architectural/engineering services for Wildcatter Trail - Champions, Etc. Project; a shared-use-path along Champions Drive from the Scharbauer Sports Complex entrance to Tradewinds Boulevard, along Tradewinds Boulevard from Champions Drive to Deauville Boulevard, and along Deauville Boulevard from Tradewinds Boulevard to Arlington Road (the "Project"). The Project will include ADA ramps, lighting, signage, benches, a bicycle repair station, crosswalks, pedestrian hybrid beacons and a pedestrian refuge island. **Only statements of qualification from firms that are prequalified by TxDOT will be considered**. Check your TxDOT precertification status here (https://www.dot.state.tx.us/des/precert/precrt1.htm).

SCOPE OF SERVICES:

The City is seeking professional services to conduct architectural and engineering work on the Project, which as a minimum includes the following tasks:

1. **PROGRAMMING**: Administrate discussions to determine design elements of the Project.

   A. Conduct meetings with the Engineering Department and TxDOT representatives for design input.

   B. Gather any existing records or documents that indicate existing conditions; these documents will need to be verified by on-site inspections. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort.

2. **SCHEMATIC DESIGN**: Based on data collected during Programming phase, prepare design options for presentation to the City.

   A. Review City supplied data.

   B. Work within approved preliminary budget and work schedule.

3. **PLANS & SPECIFICATIONS**: Based on approved design documents and drawings, prepare plans and specifications setting forth in adequate detail the construction requirements for the Project. The plans and specifications shall be prepared using the professional skill and care ordinarily provided by competent licensed engineers and shall include but are not limited to normal architectural, plumbing, mechanical, and electrical engineering drawings and specifications as well as environmental review services. Provide all services necessary to review and verify the Texas Department of Licensing and

Regulation (TDLR) guidelines to ensure compliance with Texas Accessibility Standards (TAS). Finalized plans and specifications are subject to TxDOT review and approval.

4. **SELECTION CRITERIA:** The following criteria will be used by the selection committee comprised of designated city representatives led by Purchasing Manager, Erika Martinez or assigned designee to evaluate the qualifications of consultants:

   A. Capability to perform the required services for the Project: 30%

   B. Experience on similar projects from the last 5 years: 20%

   C. Registered as a professional engineer in good standing in accordance with the Texas Engineering Practice Act: 15%

   D. Professional background, skills, availability, and relevant experience of key personnel to be assigned to the Project: 15%

   E. Capability to meet schedules or deadline: 10%

   F. Qualifications and experience of regularly engaged subconsultants: 10%

I. After issuance of the RFQ, no Respondent or any of its team members may communicate with another Respondent or its team members with regard to either the RFQ or the team's SOQ, except that subcontractors that are shared between two or more Respondent teams may communicate with their respective team members so long as those Respondents establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Respondents' organizations is allowed during the City sponsored informational meetings).

II. Respondents shall correspond with the City regarding the RFQ and RFP only through the City's and Respondent's designated representatives (which for the City shall be the designated representative identified in Section 4 of this RFQ).

III. Commencing with the issuance of this RFQ and continuing until the earliest of
   a. Award and execution of an Agreement,
   b. Rejection of all Proposals by the City, and
   c. Cancellation of the Procurement, no Respondent or representative thereof shall have any ex parte communications regarding the RFQ with any person or firm listed in Section 6, except for communications expressly permitted by the RFQ. Any Respondent engaging in such prohibited communications may be disqualified at the sole discretion of the City.

IV. Throughout the RFQ and Presentation/Interview process, the Respondents shall not contact any City officer or City employee, including those listed in Section 6, including employees, representatives and members of the stakeholders, regarding the project: Notwithstanding the foregoing, pursuant to Section 4, respondents may contact

Procurement Manager, Erika Martinez or appointed designee for questions related to this RFQ.

V. Any communications determined to be improper, at the sole discretion of the City, may result in disqualification.

VI. Any official information regarding the Project will be disseminated from the City on letterhead and will be in writing and signed by the City's authorized representative or designee.

VII. The City will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

5. **WAIVER OF CLAIMS:**

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

A. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS.**

B. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.**

C. **ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS.**

D. **AWARD OF A CONTRACT PURSUANT TO THIS REQUEST FOR QUALIFICATIONS.**

By submitting a Statement of Qualifications (SOQ), the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting an SOQ, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

6. **WAIVER OF ATTORNEY FEES: BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY, ITS EMPLOYEES AND REPRESENTATIVES FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFQ, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF**

QUALIFICATIONS, AND AWARD OF A CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET SEQ., AS AMENDED).

THE SUBMITTER AGREES THAT THIS WAIVER CONSTITUTES AN INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT.

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER HEREBY REPRESENTS AND WARRANTS TO THE CITY THAT THE SUBMITTER HAS READ AND UNDERSTANDS THE PROVISIONS AND WAIVERS CONTAINED HEREIN. THE SUBMITTER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS WITHIN THE PROPOSAL DOCUMENTS, WHICH INCLUDE THE WAIVER PROVISIONS, AND HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THE WAIVERS CONTAINED HEREIN.

THIS SECTION SHALL NOT BE CONSTRUED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

7. **GOVERNMENTAL IMMUNITY:** The City is not waiving its right of governmental immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

8. **STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL:**

RESPONSE CRITERIA: A firm that wishes to respond to this RFQ shall submit an SOQ containing sufficient information to allow the City to determine whether the consultant qualifies to perform work on the Project. A responsive SOQ shall consist of the following:

A. Letter of interest (a maximum of five (5) single-sided pages in length).

B. Firm's introduction, qualifications, and organizational chart.

C. Resumes of all personnel, including project manager(s) and team leads, to be assigned to the Project.

D. References (including contact names, organizations, emails, and phone numbers).

E. Relevant experience of project manager(s) and team leads.

F. Any other data that makes a firm particularly qualified to perform the work on the Project.

G. Introduction of consultants and subconsultants to be assigned to the Project.

H. A completed and signed Conflict of Interest Questionnaire.

SOQs may be submitted via Bonfire. If submitting a response by hard copy, an SOQ shall be considered to be submitted to the City once two (2) complete copies of the SOQ (consisting of one (1) bound copy (3-ring binding preferred) and one (1) electronic copy (in PDF format stored on a flash drive)). A single-sided, 8x11 printed page will count as one (1) page. Font shall be Arial (or other similar appropriate font) and font size shall be 12-point. The margins shall be one inch (1") all around on letter-size paper. The SOQ shall be paginated numerals located in a header or footer (0.5" top or bottom).

9. **NO BENEFIT TO OFFICIALS:** No City employee, City Council member or elected official shall be admitted to any share or part of a final contract to be negotiated between the City or any firm submitting an SOQ, or to any benefit that may arise there from.

10. **REJECTION OF SOQs:** The City reserves the right to reject any and all SOQs received as a result of this Request for Qualifications or to negotiate with any submitter; provided the same does not violate applicable federal or state laws, statutes, regulations, or policies. The City shall not be responsible for the payment of any funds or fees in connection with receiving information solicited or obtained through any SOQ.

11. **INCURRING COSTS:** The City shall not be liable for any cost incurred by any firm that submits an SOQ prior to the award and execution of a contract, if any. The City's sole cost and expense related to this Project shall be detailed in a final contract executed between the City and the selected submitter.

12 **INQUIRIES:** Questions regarding this RFQ must be submitted by emailing to purchasing@midlandtexas.gov, or via Bonfire. All questions and answers concerning the RFQ will be affirmed in writing and copies will be provided to all persons receiving an RFQ. Submitters receiving the RFQ via internet download should be certain to provide appropriate contact information utilizing the interactive form provided on the internet site. Any inquiries relating to this RFQ must be in writing with contact information and received no later than 12:00 PM local time, June 20, 2025.

Any necessary request for clarification, delineation, or explanation of a submitter's SOQ will be made in writing. If it becomes necessary to revise any part of this RFQ, an addenda will be provided to all firms who received the RFQ prior to the response date.

13. **RESPONSE DATE:** To be considered, SOQs must arrive at the Purchasing Office no later than 2:00 pm local time on June 25, 2025. Submitters mailing SOQs should allow time for normal mail delivery to ensure timely receipt of their SOQ.

14. **TYPE OF CONTRACT:** The City uses its own professional services agreement in contracting for professional services. The characteristics of that agreement include:

    A. An indemnification provision holding the City harmless from negligence on the part of the professional, professional's employees, agents or consultants;

    B. A requirement that the submitter comply with all federal, state, and local requirements and is responsible for obtaining all applicable permits, licenses and reviews relating to the Project;

    C. A requirement that the submitter carry and show proof of comprehensive general liability insurance, including contractual liability, automobile liability and worker's compensation as required by law with additional insured and waiver of subrogation endorsements in favor of the City of Midland.

15. **ACCEPTANCE OF RFQ AND SOQ CONTENT:** To be considered, firms must be prequalified by TxDOT and submit a complete SOQ in response to this Request for Qualifications. The contents of this RFQ and the SOQ of the selected service provider(s) and its sub-consultants may become contractual obligations if a contract ensues. Each of the SOQs must contain the original signature of an official authorized to bind the firm contractually.

16. **SOQ PREPARATION/FORMAT:** Each SOQ should be prepared providing a straightforward, concise description of the submitter's ability to meet the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Failure to follow the format guidelines included herein shall be grounds for disqualification from consideration.

17. **ORAL PRESENTATION:** Will be conducted at the request of the City and, if requested, will apply to short-listed submitters.

18. **SUBMITTER RESPONSIBILITIES:** The selected submitter will be required to assume the responsibility for all services offered in the Statement of Qualifications, whether the submitter produces them. Furthermore, the City will consider the selected submitter to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

19. **COMPLIANCE WITH LAWS:** This RFQ and the procurement process related to the Project shall comply with the applicable requirements of 23 CFR Part 172, Chapter 2254 of the Texas Government Code, Subchapter A, 43 TAC §§ 15.50 et seq., and 43 TAC §§ 9.30-31, 9.33-37, and 9.39.

20. **NON-DISCRIMINATION AUTHORITIES:** The selected submitter for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

    A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

21. **CIVIL RIGHTS COMPLIANCE:** The selected submitter and the City shall be responsible for complying with the following in the performance of the work contemplated by this RFQ:

A. Applicable laws and regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this RFQ.

B. Not to discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment, and will not participate directly or indirectly in the discrimination prohibited by applicable laws and regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. In all solicitations either by competitive bidding or negotiation for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified of the Parties' obligations under this Agreement and applicable laws and regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Provide all information and reports required by applicable laws, regulations, and directives issued pursuant thereto, and permit access to books, records, accounts, other sources of information, and facilities as may be determined by the State of Texas (TxDOT) or the FHWA to be pertinent to ascertain compliance with such laws, regulations, or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City will so certify to TxDOT or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. If City is in noncompliance with the above provisions, TxDOT or the FHWA may elect to impose certain contract sanctions upon the City, including, but not limited to: (i) withholding payment to the City pursuant to an applicable advance funding

agreement, and (ii) cancelling, terminating, or suspending an applicable advance funding agreement, in whole or in part.

22. **COVER CITATION:** The following citation should be on the cover of the SOQ:

Submitted to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine
Midland, TX 79702
Or
Via Bonfire at www.midlandtexas.bonfirehub.com/portal/?tab=openOpportunities

Statement of Qualifications for:
Wildcatter Trail - Champions, Etc. Project
RFQ 25005316
Due: June 20, 2025 at 2:00 PM local time

23. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS:** The selected submitter and the City shall comply with the Disadvantaged Business Enterprise (DBE) Program requirements contained in 49 CFR Part 26 and with the DBE goal of 0%. The City shall also comply with all parts of the State of Texas' DBE guidelines and program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at the following website address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

The City shall not discriminate based on race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The State of Texas' DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference into this RFQ as if fully set forth herein. Upon notification to the City of its failure to carry out its approved program, TxDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

Each contract the City signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not

> discriminate based on race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

24. **LOBBYING CERTIFICATION:** 49 CFR Part 20 prohibits federal funds from being expended to influence or attempt to influence a federal agency or Congress in connection with the award of any federal contract or grant. The City shall submit to TxDOT a certification that City has not and will not make any prohibited payments for lobbying. Additionally, the City shall include the following certification language in all contracts related to the award of any federal funds: "By executing this Contract, Company hereby certifies that Company has not and will not make any prohibited payments for lobbying."

25. **EVALUATION OF DEBARMENT AND SUSPENSION ACTIONS:** The City and the selected submitter are expressly prohibited from awarding any contract, subcontract, or purchase order related to projects that receive federal or state funding to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." All contracts and subcontracts for projects receiving federal or state funding shall contain the following certification:

> By executing this Contract, City and Company certify that neither they nor their principals are currently debarred, suspended, or otherwise excluded from or ineligible for participation in the Federal Assistance Programs under Executive Order 12549. Furthermore, City and Company certify that they will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in the Federal Assistance Programs under Executive Order 12549. The Parties to this Contract shall require any party to a contract, subcontract, or purchase order awarded under this Contract to certify its eligibility to receive federal funds and, when requested by the State of Texas, to furnish a copy of said certification.

The Project referenced in this RFQ shall be funded, in part, with state funds. Accordingly, the City and the selected submitter are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

In furtherance of the above certifications, the City shall conduct reasonable due diligence in discerning whether a party is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." Upon receipt of information indicating that a party is debarred, suspended, or otherwise excluded from or ineligible for participation, any SOQ submitted by such party shall be deemed to be nonresponsive to this RFQ and shall not be considered.

26. **SUBMITTED SOQ DOCUMENTS; TEXAS PUBLIC INFORMATION ACT:** All SOQ documents submitted in response to this RFQ shall be kept on file in accordance with the City of Midland's document retention policies and are subject to the requirements of the Texas Public Information Act, as amended, and any corresponding rulings issued by the Office of the Attorney General.

27. **DISPUTE RESOLUTION PROCEDURES:** Any disputes between the selected submitter and the City concerning the services contemplated in this RFQ shall be governed by those dispute resolution procedures contained in Section 4.17 of the Professional Services Procurement Procedures, which are incorporated by reference into RFQ as if fully set forth herein.

Docusign Envelope ID: 0147C85D-FDA3-4A92-9A71-7F73833A1413

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

Utilizing MPO Transportation Development Credits
TxDOT-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Midland (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Wildcatters Trail - Champions, Etc. (Project), and

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116575 (MO) dated October 26, 2023 awarding funding for TASA projects in the TASA Program Call of the Midland-Odessa Transportation Organization, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **July 9, 2024,** which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for the Project on CSJ 0906-32-067 consists of the construction of a shared-use-path along Champions Drive from the Scharbauer Sports Complex entrance to Tradewinds Boulevard, along Tradewinds Boulevard from Champions Drive to Deauville Boulevard, and along Deauville Boulevard from Tradewinds Boulevard to Arlington Road. The project will include ADA ramps, lighting, signage, benches, a bicycle repair station, crosswalks, pedestrian hybrid beacons and a pedestrian refuge island.

Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the

Docusign Envelope ID: 0147C85D-FDA3-4A92-9A71-7F73833A1413

opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

Local Government:	**State:**
City of Midland ATTN: City Manager 300 N. Loraine, P.O. Box 1152 Midland, Texas 79702	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: TP&D Director, Odessa District
3901 W Hwy 80 E
Odessa, Texas 79761

All invoicing, payment, and project inquiries must include the following information:

County: Midland
Local Government: City of Midland
CSJ No.: 0906-32-067
Project Name: Midland Pedestrian Safety Infrastructure
Highway or Roadway: Champions Dr., Tradewinds Blvd., and Deauville Blvd., Arlington Rd., and SH 250

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business

Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order
12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Docusign Envelope ID: 0147C85D-FDA3-4A92-9A71-7F73833A1413

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
F1CDA80FDB8C4B6...

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

10/8/2024

Date

THE LOCAL GOVERNMENT

DocuSigned by:
0CC1EFC69EF94D1...

Signature

Tommy Gonzalez, DCM

Typed or Printed Name

City Manager

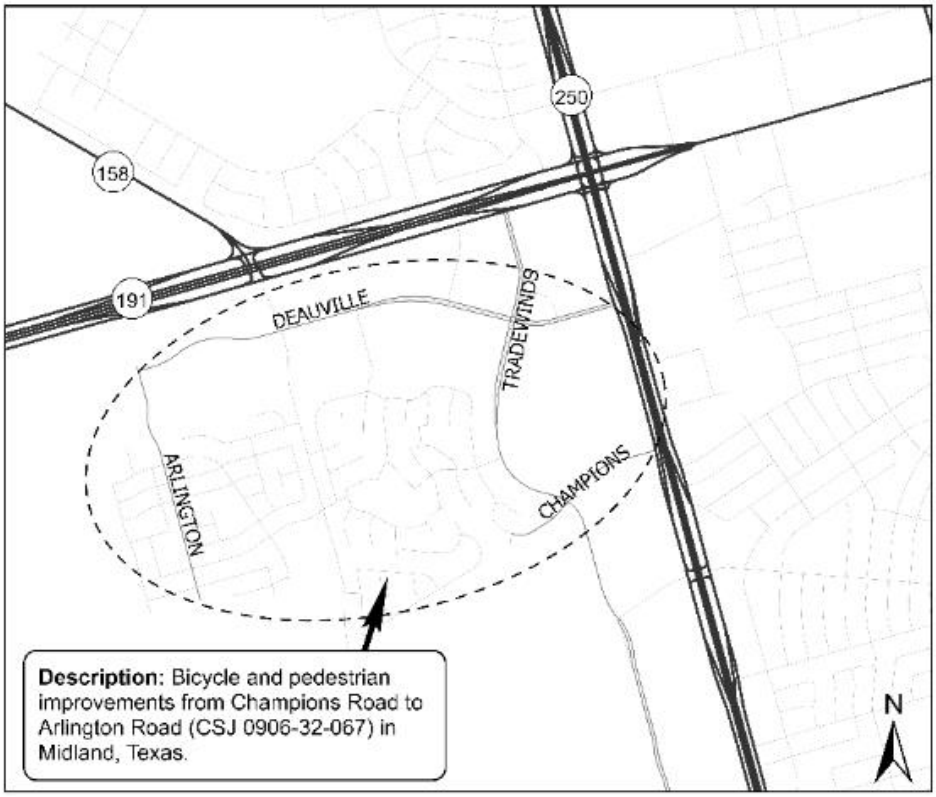
Typed or Printed Title

10/8/2024

Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06 - ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatters Trail _ Champions, Etc.			*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name	Wildcatter Trail – Champions, Etc.				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / State Lets Project for Construction

Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$661,000	80%	$528,800	0%	$0	20%	$132,200
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$							
Construction Engineering Cost	$							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal		**$661,000**		**$528,800**		**$0**		**$132,200**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$3,517,488							
Eligible In-Kind Contribution Value	$	$3,517,488	80%	$2,813,990	0%	$0	20%	$703,498

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name	Wildcatter Trail – Champions, Etc.				*AFA Not Used For Research & Development*	

Total Construction Value (sum of construction cost and in-kind value)							
Work by State Subtotal	**$3,517,488**		**$2,813,990**		**$0**		**$703,498**

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$66,507	80%	$53,205.70	0%	$0	20%	$13,301.43
Environmental Cost[1]	$44,338	80%	$35,470.47	0%	$0	20%	$8,867.62
Right of Way[1]	$13,301	80%	$10,641.14	0%	$0	20%	$2,660.29
Utilities[1]	$8,868	80%	$7,094.09	0%	$0	20%	$1,773.52
Construction[2]	$310,367	80%	$248,293.28	0%	$0	20%	$62,073.32
Direct State Costs Subtotal	$443,381	80%	$354,705	0%	$0	20%	$88,676.17
Indirect State Cost	$161,804		$0	100%	$161.804		$0
TOTAL PARTICIPATION	$4,783,673		$3,697,495		$161,804		$924,374
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$924,374**

- The estimated total participation by Local Government is **$924,374.**
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is **$792,174**.
- [1]Local Government's first payment of **$26,603** is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of **$765,571** is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	Z00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatter Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of **$0**.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $**$3,697,495**.

Docusign Envelope ID: 0147C85D-FDA3-4A92-9A71-7F73833A1413

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatter Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OR ORDINANCE

RESOLUTION NO. 2024-114

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AN "AFA") WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE ("TASA") PROJECT, THE WILDCATTER TRAIL - CHAMPIONS, ETC. PROJECT, CSJ 0906-32-067 IN MIDLAND, TEXAS (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF A SHARED USE PATH ALONG CHAMPIONS DRIVE FROM THE SCHARBAUER SPORTS COMPLEX ENTRANCE TO TRADEWINDS BOULEVARD, ALONG TRADEWINDS BOULEVARD FROM CHAMPIONS DRIVE TO DEAUVILLE BOULEVARD, AND ALONG DEAUVILLE BOULEVARD FROM TRADEWINDS BOULEVARD TO ARLINGTON ROAD; THE ESTIMATED TOTAL PROJECT COST BEING $4,783,673.00; THE CITY OF MIDLAND, TEXAS' (THE "CITY'S") ESTIMATED SHARE OF THE TOTAL PROJECT COST, INCLUDING PRELIMINARY ENGINEERING COSTS, BEING $924,374.00; APPROPRIATING FUNDS; AUTHORIZING PAYMENT TO TXDOT OF THE CITY'S LOCAL MATCH, WHICH IS ESTIMATED TO BE $792,174.00, PLUS ALL NON-REIMBURSABLE COSTS AND 100% OF OVERRUNS, IF ANY; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT

WHEREAS, on October 26, 2023, via Minute Order 116575, the Texas Transportation Commission authorized the Wildcatter Trail - Champions, Etc. Project (the

Docusign Envelope ID: 0147C85D-FDA3-4A92-9A71-7F73833A1413

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name	Wildcatter Trail – Champions, Etc.				*AFA Not Used For Research & Development*	

"Project") on CSJ 0906-32-067 in the City of Midland, Texas to receive Transportation Alternatives Set-Aside ("TASA") funds for Project construction and Texas Department of Transportation ("TxDOT") oversight; and

WHEREAS, said Project will provide for the construction of a shared use path along Champions Drive from the Scharbauer Sports Complex entrance to Tradewinds Boulevard, along Tradewinds Boulevard from Champions Drive to Deauville Boulevard, and along Deauville Boulevard from Tradewinds Boulevard to Arlington Road in Midland, Texas; and

WHEREAS, the TASA funds require a local match, the City of Midland, Texas (the "City") commits to provide the match; and

WHEREAS, the local match is comprised of cash or an Economically Disadvantaged County adjustment, if eligible; and

WHEREAS, the total cost of the Project is estimated to be $4,783,673.00; and

WHEREAS, the City's preliminary engineering costs are estimated to be $132,200.00; and

WHEREAS, the City's share of the cost of the Project, other than preliminary engineering costs, is estimated to be $792,174.00; and

WHEREAS, the City is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council, as the governing body of the City, desires to affirm or reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (an "AFA") with the State of Texas (the "State"), acting by and through TxDOT, for the Project, appropriate funds, and authorize payment therefor;

Docusign Envelope ID: 0147C85D-FDA3-4A92-9A71-7F73833A1413

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatter Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

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 execute, on behalf of the City of Midland, Texas, an AFA with the State, acting by and through TxDOT, for the Project.

SECTION TWO. That the sum of $924,374.00 shall be appropriated from the Parks Bond Fund (126) to a project account for the Project.

SECTION THREE. That the City Comptroller is hereby authorized and directed to make payment to TxDOT pursuant to the terms of said AFA from funds appropriated in accordance with Section Two hereof.

SECTION FOUR. That the City Secretary is hereby authorized and directed to certify a copy of this resolution to TxDOT.

On motion of Council member Davidson, seconded by Council member Norman, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 9th day of July, A.D., 2024, by the following vote:

Council members voting "AYE": Davidson, Stretcher Burkes, Poole, Blong, Dufford, Norman

Council members voting "NAY": None

Lori Merritt Blong, Mayor

Docusign Envelope ID: 0147C85D-FDA3-4A92-9A71-7F73833A1413

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-067	AFA ID	00009607		CFDA No.	20.205
AFA CSJs	0906-32-067				CFDA Title	Highway Planning and Construction
District #	06-ODA	Code Chart 64#	28100 Midland			
Project Name		Wildcatter Trail – Champions, Etc.			*AFA Not Used For Research & Development*	

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Assistant City Manager

Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

DocuSign

Certificate Of Completion

Envelope Id: 0147C85DFDA34A929A717F73833A1413
Status: Completed
Subject: Please DocuSign AFAID Z00009607 - CSJ# 0906-32-067 with City of Midland
Source Envelope:
Document Pages: 40
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Mirelda Cavazos
125 E. 11th Street
Austin, TX 78701
Mirelda.Cavazos@txdot.gov
IP Address: 209.112.106.2

Record Tracking

Status: Original
10/8/2024 1:21:02 PM
Holder: Mirelda Cavazos
Mirelda.Cavazos@txdot.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Texas Department of Transportation
Location: DocuSign

Signer Events	Signature	Timestamp
Tommy Gonzalez, DCM tgonzalez@midlandtexas.gov Security Level: Email, Account Authentication (Optional)	DocuSigned by: 0CC1EFC69EF94D1... Signature Adoption: Drawn on Device Using IP Address: 209.209.75.79	Sent: 10/8/2024 1:27:50 PM Viewed: 10/8/2024 1:35:48 PM Signed: 10/8/2024 1:36:20 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2023 4:20:12 AM ID: 02773628-e42f-457a-8d3d-51b0f98fe772		
Kenneth Stewart kenneth.stewart@txdot.gov Director, Contract Services Texas Department of Transportation Security Level: Email, Account Authentication (Optional)	DocuSigned by: F1CDA80FDB8C4B6... Signature Adoption: Pre-selected Style Using IP Address: 204.64.21.247	Sent: 10/8/2024 1:36:22 PM Viewed: 10/8/2024 2:47:24 PM Signed: 10/8/2024 2:47:35 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Liliana Hernandez Liliana.Hernandez1@txdot.gov Contract Specialist Security Level: Email, Account Authentication (Optional)	COPIED	Sent: 10/8/2024 1:27:48 PM Viewed: 10/8/2024 3:36:32 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Jose Ortiz jortiz@midlandtexas.gov Assistant City Manager Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 7/28/2023 4:18:04 PM ID: bf20d457-cddb-4ee3-af00-f08559660116	COPIED	Sent: 10/8/2024 1:27:49 PM Viewed: 10/8/2024 1:31:02 PM
Sonya Ayers sonya.ayers@txdot.gov Local Govt Projects Coord Texas Department of Transportation Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/8/2024 2:47:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2024 1:27:48 PM
Certified Delivered	Security Checked	10/8/2024 2:47:24 PM
Signing Complete	Security Checked	10/8/2024 2:47:35 PM
Completed	Security Checked	10/8/2024 2:47:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

STATE LETTER OF AUTHORITY

Approved to Proceed with Preliminary Engineering Services

CONTROLLING PROJECT ID	0906-32-067	**DISTRICT**	Odessa-06	**COUNTY**	Midland	**HIGHWAY**	Various
FED/STATE PROJECT #	STP 2025(749)TAPS			**RESP. DISTRICT**	Odessa		
LIMITS FROM	Champions, Tradewinds, and Deauville			**LIMITS TO**	Between Arlington Rd & SH250		
WORK TYPE	Bicycle And Pedestrian Improvements						
PROJECT DESCRIPTION	Shared-use path with Americans with Disabilities Act ramps, reflective crosswalks, signage, lighting and pedestrian safety infrastructure.						

Documents Attached:

Advanced Funding Agreement (AFA)	Yes	X	No		Approved 10/8/2024
Federal Project Authorization and Agreement	Yes	X	No		Approved 3/12/2025
LG Procurement Procedures	Yes	X	No		Approved 5/1/2025
Request for Qualifications (RFQ)	Yes	X	No		Approved 4/28/2025
Request for Proposals (RFP)	Yes		No	X	Approved
LG Consultant Contract Review	Yes		No	X	Approved

The following requirements are intended to serve as reminders only. All applicable rules, regulations, requirements, and responsibilities are specified in AFA ID Z00009607.

State Requirements

1. 43 TAC §15.56 – Requires projects on the state highway system to be designed in accordance with TxDOT manuals, procedures, standards and guidelines. Additionally requires approval of the PS&E by TxDOT prior to advertisement for receipt of bids for projects on the state highway system.

Federal Requirements

1. 23 CFR Part 630 Subpart B – Prescribes procedures to be followed for preparation, submission and approval of PS&E, and supporting documents for federally funded projects.
2. 23 CFR Part 635 Subpart C – Requires authorization before a federally funded project may be advertised for receipt of bids. PS&E approval is a pre-requisite of authorization for design-bid-build projects. For design-build projects, FHWA's approval of the Request for Proposals document will constitute FHWA's project authorization; however, phased authorizations may be given under certain conditions contained in 23 §CFR 635.309(p).

Connecting you with Texas
An Equal Opportunity Employer

3. 2 CFR Part 25 – Requires recipients and sub-recipients of federal funds to:
    a. be registered in the SAM database;
    b. maintain an active SAM registration with current information; and
    c. provide a DUNS number to the agency awarding the funding prior to award.
4. 2 CFR Part 170 – Requires recipient's reporting of information on sub-awards of federal funds as required by the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
5. 2 CFR §200.1 – Requires the establishment and reporting of project period start and end dates by recipient prior to federal or state authorization of any reimbursable expenditures.

The City of Midland (Local Government) is authorized to proceed with the Preliminary Engineering work for the Wildcatter Trail- Champions, etc. project, CSJ 0906-32-067 in Midland, Texas (the "Project").

The attached documents have been reviewed and are hereby approved as submitted.

The Local Government Projects Toolkit is available as a resource:
https://www.txdot.gov/business/resources/lgp/toolkit.html

RESPONSIBLE DISTRICT OFFICE

Signature	Name	Title	Date
DocuSigned by: 3811713A844D484...	Robert Ornelas	Director of TP&D	5/2/2025

DISTRICT ENGINEER

Signature	Name	Title	Date
DocuSigned by: 9D2D0C440F014A4...	Eric Lykins	District Engineer	5/2/2025

THIS AUTHORIZATION IS GIVEN ON THE CONDITION THAT THE LOCAL GOVERNMENT SHALL ASSUME ALL COST AND RESPONSIBILITY AND LEGAL LIABILITY, AS PER THE EXECUTED ADVANCED FUNDING AGREEMENT, FOR ACTIVITIES THAT DO NOT CONFORM WITH APPLICABLE FEDERAL AND STATE REQUIREMENTS.

Connecting you with Texas
An Equal Opportunity Employer

City Council Meeting

Item Number: 34

Meeting Date: May 27, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDERS #2, #3, AND #4 WITH BELT CONSTRUCTION OF TEXAS, LLC, REGARDING THE NORTHEAST SEWER LINE PROJECT; SAID CHANGE ORDERS TO BE IN THE COMBINED AMOUNT OF $4,020,915.39 AND TO PROVIDE FOR ENHANCED SYSTEM PERFORMANCE AND THE ACCOMMODATION OF UNFORESEEN FIELD CONDITIONS (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Motion authorizing the execution of Change Orders #2, #3, & #4 with Belt Construction of Texas, LLC, regarding the Northeast sewer Line Project; said change orders to be in the amount of $4,020,915.39 for enhanced system performance and to accommodate unforeseen field conditions.

Recommended City Council Action:

Approve

Fiscal Impact:

$1,445,630.39 is available in the Utilities unappropriated fund balance and will be transferred and appropriated to a project for stated purpose. $977,500 will be provided by TXDOT at the commencement of the project and will reimburse the Utility Fund for a portion of this project.
$1,575,285 is available in the Road Bond and will be appropriated to a project for stated purpose.
$1,000,000 is available in the Sewer Impact Fee Fund and will be appropriated to a project for stated purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Resolution 2023-088 approved a contract for the Northeast sewer line Project to Belt Construction of Texas, LLC. The change orders to the BELT Construction contract for Project U23-04, reflecting essential utility and roadway modifications with partial reimbursement anticipated from TxDOT. Please see the attached supporting memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a motion authorizing the execution of Change Order Change Orders #2, #3, & #4 with Belt Construction of Texas, LLC, regarding the Northeast sewer Line Project; said change orders to be in the amount of $4,020,915.39 for enhanced system performance and to accommodate unforeseen field conditions.

Morris Williams Jr.

City Manager's Office

To: Erika Martinez
From: Carl Craigo, PE
Date: 5/15/25

Subject: Council Agenda Request – Approval of Change Orders 2, 3, and 4 (Project U23-04)

I am requesting that the following Change Orders for the BELT Construction contract (Project U23-04) be placed on the upcoming Council agenda for approval. These Change Orders total **$4,020,915.39**, representing an **8.58% increase** over the original contract amount of **$46,845,505.00**.

Summary of Change Orders:

Change Order 2 – $1,445,630.39

- Includes a 48" water main casing bore required for a future TxDOT project. This portion of the work (**$977,500.00**) will be reimbursed by TxDOT when their project begins.
- Remainder includes additional sewer services on Todd Road, exploratory work, utility conflicts, and added tunnel segments.
- **Funding:** TxDOT reimbursement (for bore), Utilities Unallocated Funds, and Sewer Impact Fees.

Change Order 3 – $1,575,285.00

- Implements a full two-lane roadway section along NCR 1160/Todd Road in place of standard trench repair.
- Also includes substitution of flowable fill with flexible base, and increased pavement quantities.
- **Funding:** General Fund (due to the nature of the roadway enhancement work).

Change Order 4 – $1,000,000.00 (Not-to-Exceed)

- Addresses the need for an inverted siphon due to a grade conflict with an existing Energy Transfer gas line at Sta. 52+54.
- Final cost will be reconciled based on actual work performed as coordination with Energy Transfer is still underway.
- **Funding:** Utilities Unallocated Funds, and Sewer Impact

Total Contract Adjustment:

- **Original Contract:** $46,845,505.00
- **New Contract Total (with COs 1–4):** $50,866,420.39
- **Total Increase:** $4,020,915.39 (8.58%)

CHANGE ORDER NO.: 2

Owner:	City of Midland	Owner's Project No.:	U23-04
Engineer:	Parkhill	Engineer's Project No.:	01.2859.18
Contractor:	BELT Construction of Texas. LLC	Contractor's Project No.:	2402
Project:			
Contract Name:			
Date Issued:	05/01/2025	Effective Date of Change Order:	05/13/2025

The Contract is modified as follows upon execution of this Change Order:

Description: This Change Order (CO) was created to perform the following work.

1. Install 48-inch bore near station 1+09 and ending near 5+19, approximately 410.20 LF water line installation. Refer to Attachment A, Owner's email providing direction for the bore. This item will be reimbursed by TxDoT.
2. Exploratory work near station 5+00 for existing clay line found parallel to I-20. Refer to Attachment B, for Contractor's pricing.
3. Demobilization and remobilization cost for tunneling crew impacted by clay line at station 5+00, parallel to I-20. Refer to Attachment B, for Contractor's pricing.
4. Removal and replacement of existing storm drain at about station 365+00. Refer to Attachment C, RFI #21.
5. Removal and addition of tunneling at multiple stations. Refer to Attachment D, for the added and removed tunnel work and pricing provided by the Contractor.
6. Exploration work for the two abandoned (2) gas lines near station 67+67 of the intersection of CR90 and CR1160. Refer to Attachment E, RFI #26. All work to comply with specifications:
   - 31 00 00 – Casing/Tunnel Grout
   - 33 05 07 Trenchless Installation of Utility Piping
   - 33 05 07.24 – Casing Piping for Utility Jacking
7. Exploratory work near station 74+40, as a crude oil pipeline was encountered and near station 184+74, as a gas line owned by Atmos was encountered causing the shift of MH 22 and 23. Refer to Attachment F, RFI 27 & 28. Refer to Attachment F.
8. Contractor encountered additional utilities during potholing. Utilities encountered include gas, communication, several electrical, petroleum, water and well turnouts. Additional work to identify and locate utilities that were not shown on the drawings. Additional 50 utilities that were not shown on the drawings were encountered and addressed on WCD 1. Refer to Attachment G.
9. Contractor encountered additional utilities during potholing. Utilities encountered include gas, communication, several electrical, petroleum, water and well turnouts. Additional work to identify and locate utilities that were not shown on the drawings. Additional 27 utilities that were not shown on the drawings were encountered after WCD 1. Refer to Attachment G.
10. Additional cost due to subdivision build out over existing easement. This required additional work around utilities, curb and paving not shown on the drawings were encountered after WCD 1. Refer to Attachment H.
11. Additional bore/liner plate needed at Station 6+30, the additional bore will be needed as the existing sewer, water, and gas lines are to congested to safely install the sewer by open cut methods from the WCD 1. Refer to Attachment H.
12. Install parallel line for service connections along Todd Road.

Additional work and cost associated per the Owners request to include:

1. Additional 365 LF of tunneling near station 5+19, additional total cost **$977,500.00**

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

- Base Bid: Misc. Item No. 3 - Bore pit furnished, installed, completed and in place, $55,000.00
- Base Bid: Misc. Item No. 4 - Receiving Pit, furnished, installed, complete and in place, $10,000.00
- Base Bid: Miscellaneous Items No. 6 – 48" Bore for casing pipe, $2,000/LF, $730,000.00
- Base Bid: Miscellaneous Items No. 8 – 48" steel pipe casing, $500/LF $182,500.00

2. Exploratory work performed at station 5+00, also referred to as the triangle area, total cost **$16,227.97**
3. Demobilization and remobilization cost for tunneling crew, total cost **$15,000.00**
4. Removal and replacement of existing storm drain at station 365+00, total cost **$15,593.16**
5. Additional tunneling in the stations below ($2,500/LF, $55,000.00 bore pit, and $10,000.00 receiving pit), total cost **$1,040,000.00**
   - 59+80.58 extended 20LF of 54" hand tunneling, $50,000.00
   - 85+50 additional 45 LF of 54" hand tunneling, $112,500.00
   - 153+80 additional 60 LF of 54" hand tunneling, $215,000.00
   - 159+60 additional 60 LF of 54" hand tunneling, $150,000.00
   - 252+22 additional 75 LF of 54" hand tunneling, $187,500.00
   - 253+62 additional 20 LF of 54" hand tunneling, $50,000.00
   - 362+87 additional 110 LF of 54" hand tunneling, $275,000.00
6. Needed exploratory work to determine what the two (2) encountered unmarked lines were and to determine if the lines were in service. Lines were encountered near the intersection of CR90 and CR 1160 near station 67+67 conflicting with the installation of MH 40, total cost **$52,661.59**
7. Needed exploratory work near station 74+40 and a line shift near station 184+74, as an oil line owned by Atmos was encountered causing a shift in the line by MH 22 and 23. **$18,928.68**
8. First 50 utilities that were not shown on the drawings were encountered and addressed on WCD 1, total cost **$400,000.00**
9. Additional 27 utilities that were not shown on the drawings were encountered after WCD 1, total cost **$216,000.00**
10. Additional cost due to subdivision build out over existing easement from the WCD 1, total cost **$829,000.00**
11. Total additional 110 LF bore/liner plate are needed from Station 6+30, the additional bore will be needed as the existing sewer, water, and gas lines are too congested to safely install the sewer by open cut methods, total cost **$340,000.00**
    - from WCD 1 85 LF, $212,500.00
    - additional 25 LF, bore and receiving pits, $127,500.00
12. Install 8" gravity line parallel to the 42" line for sewer services along Todd Road. **$294,205.99**

Work to be credited back includes:

1. Removed tunneling in the stations below, total credit amount of **$1,464,487.00**
   - Anderson property work to be credited back between 51+00 to 63+00 removed 1,200 LF as addressed on WCD 1 total credit back $2,890,000.00
     - Work added from WCD 1 for dewatering, total cost $114,000.00
     - Work added from WCD 1 for open cut, total cost $1,311,513.00
2. Tunneling credit back calculation ($2,500/LF, $55,000.00 bore pit, and $10,000.00 receiving pit), total credit back **$1,305,000.00**
   - 92+87 removed 60 LF of hand tunneling, **$215,000.00**
   - 94+34 removed 20 LF of hand tunneling, **$115,000.00**
   - 97+06 removed 60 LF of hand tunneling, **$215,000.00**
   - 98+42 removed 60 LF of hand tunneling, **$215,000.00**
   - 104+42 removed 20 LF of hand tunneling, **$115,000.00**

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

- 106+28 removed 20 LF of hand tunneling, **$115,000.00**
- 118+12 removed 100 LF of hand tunneling, **$315,000.0**

Description	Amount ($)
Additional total	**$3,920,911.40**
Item 1 – TxDoT funded	$977,500.00
Item 2	$16,227.97
Item 3	$15,000.00
Item 4	$15,593.16
Item 5	$1,040,000.00
Item 6	$52,661.59
Item 7	$18,928.68
Item 8	$400,000.00
Item 9	$216,000.00
Item 10	$829,000.00
Item 11	$340,000.00
Item 12	$294,205.99
Credit back total	**$2,769,487.00**
Item 1	$1,464,487.00
Item 2	$1,305,000.00
Total CO Increase	**$1,445,630.39**

Attachments:

Attachment A-H

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 46,845,505.00	Original Contract Times: Substantial Completion: 365 days Ready for final payment: 365 days
[~~Increase~~] [~~Decrease~~] from previously approved Change Order No. 1 $ 0	[Increase] [~~Decrease~~] from previously approved Change Order No.1 Substantial Completion: 235 days Ready for final payment: 265 days
Contract Price prior to this Change Order: $ 46,845,505.00	Contract Times prior to this Change Order: Substantial Completion: 600 days Ready for final payment: 630 days
[Increase] [~~Decrease~~] this Change Order: $ 1,445,630.39	[~~Increase~~] [~~Decrease~~] this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 48,291,135.39	Contract Times with all approved Change Orders: Substantial Completion: 600 days Ready for final payment: 630 days

Recommended by Engineer (if required)	Accepted by Contractor
By:	
Title: Principal	Timothy J. Persch
Date: 05/07/2025	Digitally signed by Timothy J. Persch DN: C=US, E=tim@beltinc.com, O=Belt Construction Group, OU=Operations, CN=Timothy J. Persch Date: 2025.05.06 15:49:38-05'00'
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment A

Cynthia Diaz de Leon

From: Mike Ramirez
Sent: Friday, December 27, 2024 9:46 AM
To: Cynthia Diaz de Leon
Subject: FW: Water Tunnel

Mike Ramirez, PE, CNU-A, CCM
Director of Construction Phase Services | Principal

Parkhill
915.543.3336 | Parkhill.com

From: Carl Craigo <ccraigo@midlandtexas.gov>
Sent: Tuesday, November 5, 2024 7:28 AM
To: Nic Sullivan <nic@beltinc.com>; Jesse Trejo <jtrejo@midlandtexas.gov>; Bobby Wojciechowski <bwojciechowski@midlandtexas.gov>
Cc: Tim Persch <tim@beltinc.com>; Mike Ramirez <MRamirez@Parkhill.com>; Ben Evans <BEvans@Parkhill.com>
Subject: RE: Water Tunnel

Yes that is correct.

Carl Craigo, PE
Utilities
Utilities Director
(432) 685-7261
300 N. Loraine Midland, TX





From: Nic Sullivan <nic@beltinc.com>
Sent: Monday, November 4, 2024 4:39 PM
To: Carl Craigo <ccraigo@midlandtexas.gov>; Jesse Trejo <jtrejo@midlandtexas.gov>; Bobby Wojciechowski <bwojciechowski@midlandtexas.gov>
Cc: Tim Persch <tim@beltinc.com>; mramirez@parkhill.com; bevans@parkhill.com
Subject: Re: Water Tunnel

Carl,

Thank you for the information, we will get this laid out in the field. Please confirm the Alignment\Centerline below.

Start FL Elevation – 2719.33
End FL Elevation – 2719.50

Grade - .04%
Length - 365
Start location – 5+00
End location – 1+35
Diameter - 60" liner plate
Alignment\Centerline – **Centered and equidistant between two existing tunnels**

Thanks!

Nic Sullivan
Project Engineer, Belt Construction Group

870-772-7216

beltconstructioninc.com
nic@beltinc.com

2507 E Broad St. Texarkana, AR 71854 / 1300 N Mayhill Rd. Denton, TX 76208

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: Carl Craigo <ccraigo@midlandtexas.gov>
Sent: Monday, November 4, 2024 4:10 PM
To: Nic Sullivan <nic@beltinc.com>; Jesse Trejo <jtrejo@midlandtexas.gov>; Bobby Wojciechowski <bwojciechowski@midlandtexas.gov>
Cc: Tim Persch <tim@beltinc.com>; mramirez@parkhill.com <MRamirez@Parkhill.com>; bevans@parkhill.com <bevans@parkhill.com>
Subject: RE: Water Tunnel

Start FL Elevation – 2719.33

End FL Elevation - 2719.50

Grade - .04%

Length - 365

Start location – 5+00

End location – 1+35

Diameter - 60" liner plate

Alignment\Centerline – Not sure what you want for this one.

Carl Craigo, PE

Utilities

Utilities Director

(432) 685-7261

300 N. Loraine Midland, TX

From: Nic Sullivan <nic@beltinc.com>
Sent: Monday, November 4, 2024 3:19 PM
To: Jesse Trejo <jtrejo@midlandtexas.gov>; Carl Craigo <ccraigo@midlandtexas.gov>; Bobby Wojciechowski <bwojciechowski@midlandtexas.gov>
Cc: Tim Persch <tim@beltinc.com>; mramirez@parkhill.com; bevans@parkhill.com
Subject: Re: Water Tunnel

Carl,

Just want to follow up on this additional water line tunnel. Please provide the information requested above as aoon as possible. That tunnel crew is waiting to begin and will proceed as soon as we can layout the design.

Thanks!

Nic Sullivan
Project Engineer, Belt Construction Group

870-772-7216

beltconstructioninc.com
nic@beltinc.com

2507 E Broad St. Texarkana, AR 71854 / 1300 N Mayhill Rd. Denton, TX 76208

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: Nic Sullivan <nic@beltinc.com>
Sent: Tuesday, October 29, 2024 6:17 PM
To: Jesse Trejo <jtrejo@midlandtexas.gov>; Carl Craigo <ccraigo@midlandtexas.gov>; Bobby Wojciechowski <bwojciechowski@midlandtexas.gov>
Cc: Tim Persch <tim@beltinc.com>; mramirez@parkhill.com <MRamirez@Parkhill.com>; bevans@parkhill.com <bevans@parkhill.com>
Subject: Water Tunnel

Gentlemen,

Just want to confirm the plan for the TxDot water line under I-20. Please provide the following information by our progress meeting this Friday, November 2nd. We will then pass this along to our bore subcontractor and our surveyor to get it staked. We will likely begin this tunnel next week. We will also need to know how you guys want the rails and grout invert set.

Start FL Elevation – 2719.33

End FL Elevation - 2719.50

Grade - .04%

Length - 365

Start location – 5+00

End location – 1+35

Diameter - 60" liner plate

Alignment\Centerline – Not sure what you want for this one.

I know we discussed following the same depth and length of our first tunnel, I put that information below in green as a reference. Please keep in mind all the old and new existing sewer lines in this area.

Start FL Elevation - 2719.33

End FL Elevation - 2719.47

Grade - 0.04%

Length - 355'

Let me know if you guys need anything else from us regarding this tunnel.

Thanks!

Nic Sullivan
Project Engineer, Belt Construction Group

870-772-7216

beltconstructioninc.com
nic@beltinc.com

2507 E Broad St. Texarkana, AR 71854 / 1300 N Mayhill Rd. Denton, TX 76208

IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.

Attachment B

BELT
CONSTRUCTION OF TEXAS, LLC

P.O. Box 867
Texarkana, TX 75504
Office: 870-772-7216
Fax: 870-772-7233

November 13, 2024

Mike Ramirez, PE, CNU-A, CCM
Parkhill

Ref: Midland North East Sewer Line, Pkg A; T&M Observatory work, Subcontractor Demob/Remob

Mr. Ramirez,

Below you will find the time and materials cost for the observatory work performed at station 5+00 or triangle area. Alongside you will find the cost for tunneling subcontractor demob and remob to the parallel tunnel under I20.

Triangle Observatory & Subcontractor Demob/Remob				
Item No.	**Description**	**Qty**	**Unit**	**Total**
1	Observatory Work	1	EA	$ 16,227.97
2	Sub Demob/Remob	1	EA	$ 15,000.00
			Total Cost	**$ 31,227.97**

If you have any questions or require further information, please let us know.

Sincerely,

Fernando Macias
Project Manager

CONSTRUCTION OF TEXAS, LLC

P.O. Box 867
Texarkana, TX 75504
Office: 870-772-7216
Fax: 870-772-7233

CHANGE ORDER WORKSHEET

PROJECT: Midland North East Sewer
PROJECT NUMBER:
BELT PROJECT NUMBER: 2402

DATE: 11/13/2024

DAYS REQUESTED:

ITEM NUMBER:
ITEM:

EQUIPMENT

EQUIPMENT	HR	COST	AMOUNT
PC 360	16.00	$186.47	$2,983.52
Company Truck	16.00	$45.00	$720.00
WA320	16.00	$60.54	$968.64
Trench Box	16.00	$25.50	$408.00
		SUB-TOTAL	$5,080.16

LABOR

LABOR	PD	HRS	OT HRS	COST	AMOUNT
Bruno Guillen	150	24.0	0.0	$32.00	$918.00
Ruben Bocanegra	150	24.0	0.0	$32.00	$918.00
Rodolfo Guillen	150	21.0	0.0	$26.00	$696.00
Israel Perez	150	24.0	0.0	$26.00	$774.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				SUB-TOTAL	$3,306.00

MATERIALS

DESCRIPTION	UNITS	QTY	COST	AMOUNT
HydroVac Sub	DAY	0.50	$3,500.00	$1,750.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUB-TOTAL	$1,750.00
TOTAL COST OF EQUIPMENT, MATERIALS				$6,830.16

Labor Burden	26.42%	$873.45
Small Tools 15% of Labor	15.00%	$495.90
Safety Supplies 7.5% of Labor	7.50%	$247.95
TOTAL COST OF LABOR		$4,923.30
TOTAL COST OF EQUIPT. AND MAT'LS		$6,830.16
15% ON LABOR COSTS		$738.49
15% ON EQUIP'T & MAT'LS COSTS		$1,024.52
SUBTOTAL		$13,516.47
TOTAL SUB-CONTRACTOR		$15,000.00
15% MARKUP ON SUB-CONTRACTOR		$2,250.00
BONDING AND INSURANCE	1.50%	$461.50
TOTAL THIS WORKSHEET		**$31,227.97**

Sub Contractor	
Tunneling Subcontractor DEMOB & REMOB	$15,000.00

$427.75 (Difference $33.75)

11/13/2024
SUBMITTED-CONTRACTOR DATE

MECHANICAL AND UTILITY CONSTRUCTION

Attachment C

BELT
CONSTRUCTION OF TEXAS, LLC

P.O. Box 867
Texarkana, TX 75504
Office: 870-772-7216
Fax: 870-772-7233

November 20, 2024

Mike Ramirez, PE, CNU-A, CCM
Parkhill

Ref: Midland North East Sewer Line, Pkg A; Remove and Replace Storm Drain.

Mr. Ramirez,

Below you will find the cost to remove and replace the existing storm drain at station 365+00 not shown in the plans.

Remove and Replace Storm Drain				
Item No.	**Description**	**Qty**	**Unit**	**Total**
1	R&R Storm Drain	1	LS	$15,593.16
			Total Cost	**$ 15,593.16**

If you have any questions or require further information, please let us know.

Sincerely,

Fernando Macias
Project Manager

CONSTRUCTION OF TEXAS, LLC

P.O. Box 867
Texarkana, TX 75504
Office: 870-772-7216
Fax: 870-772-7233

CHANGE ORDER WORKSHEET

PROJECT: North East Sewer Line
PROJECT NUMBER:
BELT PROJECT NUMBER: 2402

DATE: 11/20/2024

DAYS REQUESTED:

ITEM NUMBER:
ITEM:

EQUIPMENT

EQUIPMENT	HR	COST	AMOUNT
PC 900	8.00	$368.32	$2,946.56
PC 490	8.00	$186.47	$1,491.76
WA 380	8.00	$76.23	$609.84
WA 320	8.00	$60.54	$484.32
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		SUB-TOTAL	$5,532.48

LABOR

LABOR	PD	HRS	OT HRS	COST	AMOUNT
Gustavo Mendez		8.0		$75.00	$600.00
Alejandro Macias		8.0		$60.00	$480.00
Rudy Macias		8.0		$24.00	$192.00
Juan Bonilla		8.0		$28.00	$224.00
Adan Ramos		8.0		$26.00	$208.00
Juan Ramirez		8.0		$20.00	$160.00
Raul Villegas		8.0		$25.00	$200.00
Francisco Gomes		8.0		$26.00	$208.00
Luis Lopez		8.0		$20.00	$160.00
Jaime Ulloa		8.0		$32.00	$256.00
					$0.00
					$0.00
					$0.00
				SUB-TOTAL	$2,688.00

MATERIALS

DESCRIPTION	UNITS	QTY	COST	AMOUNT
36x20 SLD HDPE PIPE	LF	60.00	$48.16	$2,889.60
36 N12 SPLT COUPLERS	EA	6.00	$155.64	$933.84
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUB-TOTAL	$3,823.44
OTAL COST OF EQUIPMENT, MATERIALS				$9,355.92

Labor Burden	26.42%	$710.17
Small Tools 15% of Labor	15.00%	$403.20
Safety Supplies 7.5% of Labor	7.50%	$201.60
TOTAL COST OF LABOR		$4,002.97
TOTAL COST OF EQUIPT. AND MAT'LS		$9,355.92
15% ON LABOR COSTS		$600.45
15% ON EQUIP'T & MAT'LS COSTS		$1,403.39
SUBTOTAL		$15,362.72
TOTAL SUB-CONTRACTOR		$0.00
15% MARKUP ON SUB-CONTRACTOR		$0.00
BONDING AND INSURANCE	1.50%	$230.44
TOTAL THIS WORKSHEET		**$15,593.16**

Sub Contractor	

11/20/2024
SUBMITTED-CONTRACTOR DATE

Attachment D

WCD#2

Tunnels Removed

Number	Scope or Work	LF	Station	Tunnel Cost	Pit Cost	Total cost	Per LF
13	Hand Tunnel 60"	60	92+87	$ 150,000.00	$ 65,000.00	$ 215,000.00	$ 2,500.00
14	Hand Tunnel 60"	20	94+34	$ 50,000.00	$ 65,000.00	$ 115,000.00	$ 2,500.00
15	Hand Tunnel 60"	60	97+06	$ 150,000.00	$ 65,000.00	$ 215,000.00	$ 2,500.00
16	Hand Tunnel 60"	60	98+42	$ 150,000.00	$ 65,000.00	$ 215,000.00	$ 2,500.00
17	Hand Tunnel 60"	20	104+42	$ 50,000.00	$ 65,000.00	$ 115,000.00	$ 2,500.00
18	Hand Tunnel 60"	20	106+28	$ 50,000.00	$ 65,000.00	$ 115,000.00	$ 2,500.00
19	Hand Tunnel 60"	100	118+12	$ 250,000.00	$ 65,000.00	$ 315,000.00	$ 2,500.00
		340'	DEDUCT			$ 1,305,000.00	

Tunnels added or lengthened

								added length	added $
12	RR Hand Tunnel 60" casin	425	85+50	$ 1,062,500.00	$ 65,000.00	$ 1,127,500.00	$ 2,500.00	45	$ 112,500.00
21	Hand Tunnel 54"	60	126+48	$ 150,000.00	$ 65,000.00	$ 215,000.00	$ 2,500.00	0	
NEW	New for One oak multiple	60	153+80	$ 150,000.00	$ 65,000.00	$ 215,000.00	$ 2,500.00	60	$ 210,000.00
22	Hand Tunnel 54"	40	159+60	$ 100,000.00	$ 65,000.00	$ 165,000.00	$ 2,500.00	100 ?	$ 250,000.00
22A	Hand Tunnel 54" (extended	60	223+00	NO COST OUR ADD OF 40'					
23	Hand Tunnel 54"	40	252+22	$ 100,000.00	$ 65,000.00	$ 165,000.00	$ 2,500.00	75	$ 187,500.00
24	Hand Tunnel 54"	320	253+62	$ 800,000.00	$ 65,000.00	$ 865,000.00	$ 2,500.00	20	$ 50,000.00
26	Hand Tunnel 54"	40	362+87	$ 100,000.00	$ 65,000.00	$ 165,000.00	$ 2,500.00	110	$ 275,000.00
								335 added previous	$ 1,085,000.00
								410 added	

Attachment E

CONSTRUCTION OF TEXAS, LLC

P.O. Box 867
Texarkana, TX 75504
Office: 870-772-7216
Fax: 870-772-7233

CHANGE ORDER WORKSHEET

PROJECT: Midland North East Sewer
PROJECT NUMBER:
BELT PROJECT NUMBER: 2402

DATE: 12/3/2024

DAYS REQUESTED:

ITEM NUMBER:
ITEM: Exploratory work at Triangle & additional at CR1160

EQUIPMENT

EQUIPMENT	HR/Day	COST	AMOUNT
Exploratory at Triangle 5+19 to 9+23			
Komatsu PC 360	16.00	$186.47	$2,983.52
Company Truck	16.00	$45.00	$720.00
Komatsu WA320	16.00	$60.54	$968.64
Trench Box	16.00	$25.50	$408.00
Exploratory Work CR1160 67+67 11/12/24			
Komatsu PC 650	11.00	$206.75	$2,274.25
Komatsu PC 490	11.00	$186.47	$2,051.17
Komatsu WA 320	11.00	$60.54	$665.94
Komatsu WA 380	11.00	$76.23	$838.53
Water Truck 1	1.00	$258.79	$258.79
Water Truck 2	1.00	$258.79	$258.79
Drum Compactor	1.00	$282.14	$282.14
Company Truck	11.00	$45.00	$495.00
		SUB-TOTAL	$12,204.77

LABOR

LABOR	PD	HRS	OT HRS	COST	AMOUNT
Exploratory at Triangle 5+19 to 9+23					
Bruno Guillen	150	24.0	0.0	$32.00	$918.00
Ruben Bocanegra	150	24.0	0.0	$32.00	$918.00
Rodolfo Guillen	150	21.0	0.0	$26.00	$696.00
Israel Perez	150	24.0	0.0	$26.00	$774.00
Exploratory Work CR1160 67+67 11/12/24					
Gustavo Mendez	150	11.0		$75.00	$975.00
Alejandro Macias	150	11.0		$60.00	$810.00
Rudy Macias	150	11.0		$24.00	$414.00
Juan Bonilla	150	11.0		$28.00	$458.00
Adan Ramos	150	11.0		$26.00	$436.00
Juan Ramirez	150	11.0		$20.00	$370.00
Raul Villegas	150	11.0		$25.00	$425.00
Francisco Gomes	150	11.0		$26.00	$436.00
Luis Lopez	150	11.0		$20.00	$370.00
Jaime Ulloa	150	11.0		$32.00	$502.00
					$0.00
					$0.00
					$0.00
				SUB-TOTAL	$8,502.00

MATERIALS

DESCRIPTION	UNITS	QTY	COST	AMOUNT
HydroVac Sub	DAY	0.50	$3,500.00	$1,750.00
Exploratory Work CR1160 67+67 11/12/24				
HydroVac Sub	DAY	1.00	$3,500.00	$3,500.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUB-TOTAL	$5,250.00
TOTAL COST OF EQUIPMENT, MATERIALS				$17,454.77

Labor Burden	26.42%	$2,246.23
Small Tools 15% of Labor	15.00%	$1,275.30
Safety Supplies 7.5% of Labor	7.50%	$637.65
TOTAL COST OF LABOR		$12,661.18
TOTAL COST OF EQUIPT. AND MAT'LS		$17,454.77
15% ON LABOR COSTS		$1,899.18
15% ON EQUIP'T & MAT'LS COSTS		$2,618.22
SUBTOTAL		$34,633.34
TOTAL SUB-CONTRACTOR		$15,000.00
15% MARKUP ON SUB-CONTRACTOR		$2,250.00
BONDING AND INSURANCE	1.50%	$778.25
TOTAL THIS WORKSHEET		**$52,661.59**

Sub Contractor	
Tunneling Subcontractor DEMOB & REMOB	$15,000.00

12/3/2024
SUBMITTED-CONTRACTOR DATE

Attachment F

CONSTRUCTION OF TEXAS, LLC

P.O. Box 867
Texarkana, TX 75504
Office: 870-772-7216
Fax: 870-772-7233

CHANGE ORDER WORKSHEET

PROJECT: North East Sewer Line
PROJECT NUMBER:
BELT PROJECT NUMBER: 2402

DATE: 12/3/2024

DAYS REQUESTED:

ITEM NUMBER:
ITEM: Additional Pipeline Exposure Refer to RFI 27 & 28

EQUIPMENT

EQUIPMENT	HR/ Day	COST	AMOUNT
Komatsu PC 650	10.50	$206.75	$2,170.88
Komatsu PC 490	10.50	$186.47	$1,957.94
Komatsu WA 320	10.50	$60.54	$635.67
Komatsu WA 380	10.50	$76.23	$800.42
Water Truck 1	1.00	$258.79	$258.79
Water Truck 2	1.00	$258.79	$258.79
Drum Compactor	1.00	$282.14	$282.14
Company Truck	10.50	$45.00	$472.50
			$0.00
			$0.00
			$0.00
		SUB-TOTAL	$6,837.12

LABOR

LABOR	PD	HRS	OT HRS	COST	AMOUNT
Gustavo Mendez		8.0	2.5	$75.00	$881.25
Alejandro Macias		8.0	2.5	$60.00	$705.00
Rudy Macias		8.0	2.5	$24.00	$282.00
Juan Bonilla		8.0	2.5	$28.00	$329.00
Adan Ramos		8.0	2.5	$26.00	$305.50
Juan Ramirez		8.0	2.5	$20.00	$235.00
Raul Villegas		8.0	2.5	$25.00	$293.75
Francisco Gomes		8.0	2.5	$26.00	$305.50
Luis Lopez		8.0	2.5	$20.00	$235.00
Jaime Ulloa		8.0	2.5	$32.00	$376.00
					$0.00
					$0.00
					$0.00
				SUB-TOTAL	$3,948.00

MATERIALS

DESCRIPTION	UNITS	QTY	COST	AMOUNT
Hydrovac Sub	Day	1.00	$3,500.00	$3,500.00
Pothole ET (Sunoco) Piipeline 74+40				$0.00
Pothole Atmos Pipeline 184+74				$0.00
Pothole Marathon Pipeline 186+00				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUB-TOTAL	$3,500.00
OTAL COST OF EQUIPMENT, MATERIALS				$10,337.12

Labor Burden	26.42%	$1,043.06
Small Tools 15% of Labor	15.00%	$592.20
Safety Supplies 7.5% of Labor	7.50%	$296.10
TOTAL COST OF LABOR		$5,879.36
TOTAL COST OF EQUIPT. AND MAT'LS		$10,337.12
15% ON LABOR COSTS		$881.90
15% ON EQUIP'T & MAT'LS COSTS		$1,550.57
SUBTOTAL		$18,648.95
TOTAL SUB-CONTRACTOR		$0.00
15% MARKUP ON SUB-CONTRACTOR		$0.00
BONDING AND INSURANCE	1.50%	$279.73
TOTAL THIS WORKSHEET		**$18,928.68**

Sub Contractor	

12/3/2024
SUBMITTED-CONTRACTOR DATE

Attachment G

WORK CHANGE DIRECTIVE NO.: 1

Owner:	City of Midland	Owner's Project No.:	U23-04
Engineer:	Parkhill	Engineer's Project No.:	01.2859.18
Contractor:	BELT Construction of Texas, LLC	Contractor's Project No.:	2402
Project:	North East Sewer Line City of Midland		
Contract Name:			
Date Issued:	09/18/2024	Effective Date of Work Change Directive:	09/18/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

This Work Change Directive (WCD) was created to obtain credit back on work removed and/or substituted in addition to capturing additional work needed to date.

Work to be credited back includes:

- **Substitution of flexible base to be replaced with base course under the asphalt pavement as per detail B4 on sheet C-502. This change was initiated by the City of Midland as a value engineering item to reduce the overall costs of the project. Due to the width of the excavation, base course can be adequately placed and compacted in lieu of flowable fill. The area primarily affected by the change is on NCR 1160 / Todd Road. The unit cost of bid item 3 for Package A under the paving section will be amended from $70.00/SY to $62.17/SY.**
- **The Anderson property was originally planned to be approached by tunneling but was then negotiated with the Contractor to open cutting the property approximately between Station 51+00 to 63+00.**
- **The total credit back of the removed and/or substituted work was $2,979,637.36.**

Additional work and associated costs include:

- **Belt has encountered several additional utilities during potholing. Utilities encountered include gas, communication, several electrical, petroleum, water and well turnouts. Additional work to identify, locate, and pothole existing utilities. As of the date of this WCD, approximately 50 additional utilities that were not shown on the drawings were encountered.**
- **Additional cost due to subdivisions build out over existing easement. This required additional work around utilities, curb and paving that were not shown on the drawings.**
- **Additional bore/ liner plate needed from Station 6+30 to 7+10, the additional bore will be needed as the existing sewer, water, and gas lines are too congested to safely install the sewer line by open cut methods.**
- **The total impact of the additional work was $2,867,013.00.**

Collectively the total credit back to be received once the new additional costs are subtracted results in $112,624.36 with no impact to the contract time.

Attachments:

Pricing submitted by Contractor

Engineer Cost Summary

EJCDC® C-940, Work Change Directive (EJCDC® C-940)
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's back up information

Purpose for the Work Change Directive:

The purpose of issuing this Work Change Directive is to amend the contract price to capture the change in work and/or material. Negotiated pricing with the Contractor includes all trench safety, traffic control plan(s), material, labor, and equipment needed.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ 112,624.36 **[~~increase~~] [decrease] [~~not yet estimated~~].**

Contract Time: 0 days **[~~increase~~] [~~decrease~~] [not yet estimated].**

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	Mike Ramirez, P.E.	Carl Craigo
Title:	Principal	Director
Date:	09 / 18 / 2024	10/18/24

EJCDC® C-940, Work Change Directive (EJCDC® C-940)
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachment H

CHANGE ORDER NO.: 3

Owner:	City of Midland	Owner's Project No.:	U23-04
Engineer:	Parkhill	Engineer's Project No.:	01.2859.18
Contractor:	BELT Construction of Texas, LLC	Contractor's Project No.:	2402
Project:			
Contract Name:			
Date Issued:	05/01/2025	Effective Date of Change Order:	05/13/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order was created to capture work substituted and additional work needed to date.

1. Substitution of flowable fill with flexible base under the asphalt pavement as per detail B4 on sheet C-502. This change was initiated by the City of Midland as a value engineering item to reduce the overall costs of the project. Due to the width of the excavation, base course can be adequately placed and compacted in lieu of flowable fill. The area primarily affected by the change is on NCR 1160 / Todd Road. The unit cost for Base Bid: Paving Items, bid item 3 will be amended from $70.00/SY to $62.17/SY.
2. The City requested a change to the cross section of the Todd Road and NCR 1160 per Attachment B. The new cross section will require additional quantity of about 15,550 SY; total expected quantity is approximately 27,000 SY. This change affects the following items for Package A, Base Bid: Paving Items
    - Bid item #2, increased quantity will be 15,550 SY, a total increase of **$622,000.00**
    - Bid item #3 increase quantity will be 15,550 SY, a total increase of **$877,090.00.** This includes the adjustment in price from item 1 on this change order.
    - Bid item #4 increased quantity will be 3,110 gallons, a total increase of **$46,650.00**
    - Bid item #5 increased quantity will be 3,110 gallons, a total increase of **$29,545.00**

Attachments:

Attachment A - WCD 1

Attachment B – Todd Dr. Crown Cross Section

Change Order (EJCDC® C-941, Change Order, Rev.1)
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 46,845,505.00	Original Contract Times: Substantial Completion: 365 days Ready for final payment: 365 days
[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2: $ 1,445,630.39	**[Increase] [~~Decrease~~]** from previously approved Change Orders No.1 to No. **2** Substantial Completion: 235 days Ready for final payment: 265 days
Contract Price prior to this Change Order: $ 48,291,135.39	Contract Times prior to this Change Order: Substantial Completion: 600 days Ready for final payment: 630 days
[Increase] [~~Decrease~~] this Change Order: $ 1,575,285.00	**[~~Increase~~] [~~Decrease~~]** this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 49,866,420.39	Contract Times with all approved Change Orders: Substantial Completion: 600 days Ready for final payment: 630 days

Recommended by Engineer (if required)	Accepted by Contractor
By:	
Title: Principal	Timothy J. Persch
Date: 05/07/2025	Digitally signed by Timothy J. Persch DN: C=US, E=tim@beltinc.com, O=Belt Construction Group, OU=Operations, CN=Timothy J. Persch Date: 2025.05.06 15:53:12-05'00'
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

Change Order (EJCDC® C-941, Change Order, Rev.1)
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Attachment A

WORK CHANGE DIRECTIVE NO.: 1

Owner:	City of Midland	Owner's Project No.:	U23-04
Engineer:	Parkhill	Engineer's Project No.:	01.2859.18
Contractor:	BELT Construction of Texas, LLC	Contractor's Project No.:	2402
Project:	North East Sewer Line City of Midland		
Contract Name:			
Date Issued:	09/18/2024	Effective Date of Work Change Directive:	09/18/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

This Work Change Directive (WCD) was created to obtain credit back on work removed and/or substituted in addition to capturing additional work needed to date.

Work to be credited back includes:

- **Substitution of flexible base to be replaced with base course under the asphalt pavement as per detail B4 on sheet C-502. This change was initiated by the City of Midland as a value engineering item to reduce the overall costs of the project. Due to the width of the excavation, base course can be adequately placed and compacted in lieu of flowable fill. The area primarily affected by the change is on NCR 1160 / Todd Road. The unit cost of bid item 3 for Package A under the paving section will be amended from $70.00/SY to $62.17/SY.**
- **The Anderson property was originally planned to be approached by tunneling but was then negotiated with the Contractor to open cutting the property approximately between Station 51+00 to 63+00.**
- **The total credit back of the removed and/or substituted work was $2,979,637.36.**

Additional work and associated costs include:

- **Belt has encountered several additional utilities during potholing. Utilities encountered include gas, communication, several electrical, petroleum, water and well turnouts. Additional work to identify, locate, and pothole existing utilities. As of the date of this WCD, approximately 50 additional utilities that were not shown on the drawings were encountered.**
- **Additional cost due to subdivisions build out over existing easement. This required additional work around utilities, curb and paving that were not shown on the drawings.**
- **Additional bore/ liner plate needed from Station 6+30 to 7+10, the additional bore will be needed as the existing sewer, water, and gas lines are too congested to safely install the sewer line by open cut methods.**
- **The total impact of the additional work was $2,867,013.00.**

Collectively the total credit back to be received once the new additional costs are subtracted results in $112,624.36 with no impact to the contract time.

Attachments:

Pricing submitted by Contractor

Engineer Cost Summary

EJCDC® C-940, Work Change Directive (EJCDC® C-940)
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's back up information

Purpose for the Work Change Directive:

The purpose of issuing this Work Change Directive is to amend the contract price to capture the change in work and/or material. Negotiated pricing with the Contractor includes all trench safety, traffic control plan(s), material, labor, and equipment needed.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ 112,624.36 **[~~increase~~] [decrease] [~~not yet estimated~~].**

Contract Time: 0 days **[~~increase~~] [~~decrease~~] [not yet estimated].**

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	Mike Ramirez, P.E.	Carl Craigo
Title:	Principal	Director
Date:	09 / 18 / 2024	10/18/24

EJCDC® C-940, Work Change Directive (EJCDC® C-940)
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Midland Bore deduct -PCO issues.

Deductions:

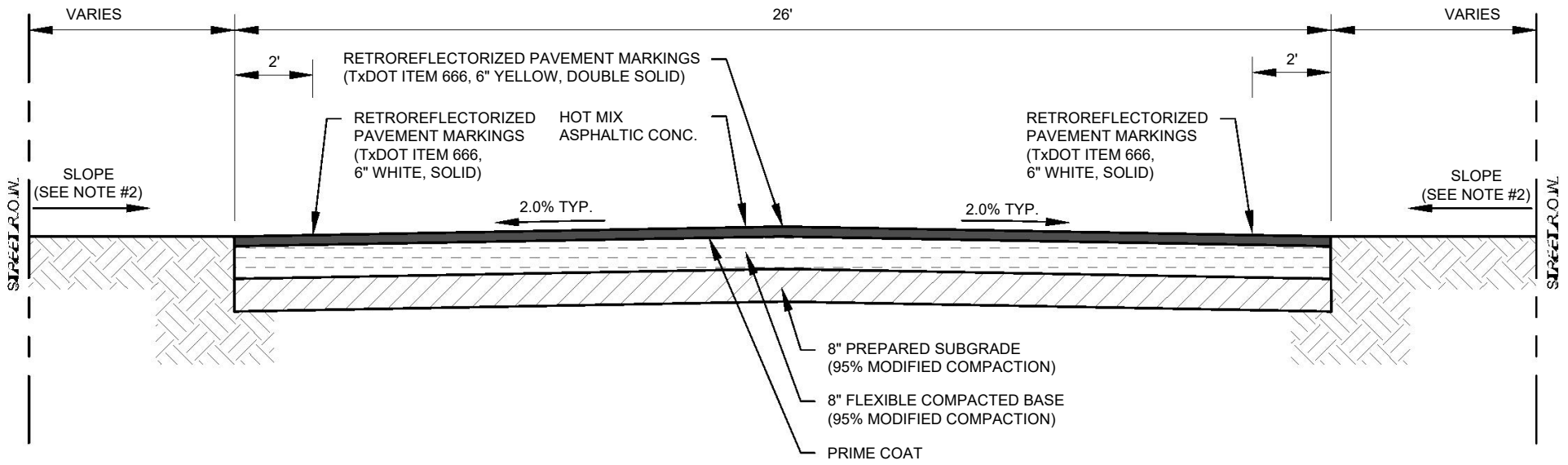
					Everything in green was updated by Parkhill on 9/4/24	changes made for WCD 1 9/20/2024	
Flowable Fill Deduct				85,000.00	$ 89,637.36	$ 89,637.36	$ 2,980,000.00
Bore Pits	55,000.00	2.00		110,000.00	$ 110,000.00	$ 110,000.00	
Receiving	10,000.00	2.00		20,000.00	$ 20,000.00	$ 20,000.00	
Bore Deduct	1,140.00	2500		2,850,000.00	$ 2,850,000.00	$ 2,850,000.00	
			$	3,065,000.00	$ 3,069,637.36	$ 3,069,637.36	$ 2,979,637.36

Adds:

Open Cut	1,140.00	1,150.45		1,311,513.00	$ 1,311,513.00	$ 1,311,513.00	
Dewatering	1,140.00	100.00		114,000.00	$ 114,000.00	$ 114,000.00	
Slow Down in Sub Division	3,316.00	250.00		829,000.00	$ 829,000.00	$ 829,000.00	
Additional Utility Crossings	8,000.00	50.00		400,000.00	$ 400,000.00	$ 400,000.00	
Additional Bore Station 6+30 - 7+10	2,500.00	85.00		212,500.00	$ 212,500.00	$ 212,500.00	
			$	2,867,013.00	$ 2,867,013.00	$ 2,867,013.00	total
						$ 90,000.00	trees /restroation on Anderson property
						$ 2,957,013.00	updated total

$	3,065,000.00		$ 3,069,637.36	$ 3,069,637.36	
$	2,867,013.00		$ 2,867,013.00	$ 2,867,013.00	
	$197,987		$ 202,624.36	$ 202,624.36	
$	(77,000.00)	trees /restroation on Anderson property	$ 77,000.00	$ 90,000.00	
	$120,980.00	credit back to contract/contigency.	$ 125,624.36	$ 112,624.36	
			credit back to contract/contigency.		

Attachment B



NOTES:

1. ALL ASPHALT PAVEMENT IS TO BE 2.0" TYPE D HMAC OVER 3" TYPE C HMAC. INCLUDE TACK COAT BETWEEN ALL LAYERS OF HMAC PLACED.
2. THE MAXIMUM SLOPE OF 1/4" / FT TO BE MEASURED FROM THE EDGE OF PAVEMENT AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE EDGE OF PAVEMENT AND THE R.O.W.
3. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
4. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
5. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
6. ALL STRIPING WILL EXTEND CONTINUOUSLY ALONG ALL IMPROVED PORTIONS OF TODD DRIVE EXCEPT FOR THE FOLLOWING SITUATIONS:

   WHERE ANOTHER STREET INTERSECTS WITH TODD DRIVE, A GAP WILL BE LEFT IN THE DOUBLE SOLID YELLOW STRIPING AT THAT LOCATION, AND THE GAP WILL MATCH THE STREET APPROACH WIDTH.

   WHERE ANOTHER STREET INTERSECTS WITH TODD DRIVE, A GAP WILL BE LEFT IN THE SOLID WHITE STRIPING AT THAT LOCATION ONLY ON THE SAME SIDE OF TODD DRIVE AS THE INTERSECTING STREET, AND THE GAP WILL MATCH THE STREET APPROACH WIDTH.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: J. FERGUSON CHECKED: G. MCCLELLAND APPROVED: C. CRAIGO	EFFECTIVE DATE: PRELIMINARY	SCALE:	DETAIL:
PACKET 34.39	TODD DRIVE STREET CROWN CROSS SECTION	May 27, 2025		COM01

CHANGE ORDER NO.: 4

Owner:	City of Midland	Owner's Project No.:	U23-04
Engineer:	Parkhill	Engineer's Project No.:	01.2859.18
Contractor:	BELT Construction of Texas, LLC	Contractor's Project No.:	2402
Project:			
Contract Name:			
Date Issued:	05/02/2025	Effective Date of Change Order:	05/13/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

This change order was created to capture work substituted and additional work needed to date.

1. Due to a grade conflict with an existing 20" Energy Transfer gas line, the sanitary sewer can not be installed at approximately Sta. 52+54. To complete the pipe line installation, an inverted siphon will need to be installed from approximately Sta. 52+20 to 53+04, refer to attachment. Separation requirements by Energy Transfer initiated the need for the inverted siphon.

   This will be issued as a not to exceed change order as design and coordination with Energy Transfer is still ongoing. Any work that is less than the amount listed on this change order will be credited back to the Owner.

Attachments:

Attachment A – Siphon drawings/details

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 46,845,505.00	Original Contract Times: Substantial Completion: 365 days Ready for final payment: 365 days
[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2: $ 3,020,915.39	**[Increase] [~~Decrease~~]** from previously approved Change Orders No.1 to No. **2** Substantial Completion: 235 days Ready for final payment: 265 days
Contract Price prior to this Change Order: $ 49,866,420.39	Contract Times prior to this Change Order: Substantial Completion: 600 days Ready for final payment: 630 days
[Increase] [~~Decrease~~] this Change Order: $ 1,000,000.00	**[~~Increase~~] [~~Decrease~~]** this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 50,866,420.39	Contract Times with all approved Change Orders: Substantial Completion: 600 days Ready for final payment: 630 days

Recommended by Engineer (if required)	Accepted by Contractor
By:	
Title: Principal	Timothy J. Persch
Date: 05/07/2025	Digitally signed by Timothy J. Persch DN: C=US, E=tim@beltinc.com, O=Belt Construction Group, OU=Operations, CN=Timothy J. Persch Date: 2025.05.06 15:55:43-05'00'
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

Change Order (EJCDC® C-941, Change Order, Rev.1)
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

Date: May 27, 2025

To: The Honorable Mayor and Council

From: Rachel Guentensberger, Deputy City Secretary

Subject: PermiaCare Board Appointment

Dear Council,

Included with this memo is the proposed appointment recommendation of Eric Westphal to the Permian Basin Community Center for MH/MR (PermiaCare) board.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare):

1 – Appointment of Eric Westphal on 06/25/2025 would replace Derek Cook.

Rachel Guentensberger

From:	Cheryl McLaughlin <CherylMcLaughlin@Permiacare.org>
Sent:	Friday, May 16, 2025 9:23 AM
To:	Jan Hamilton; Rachel Guentensberger; Marcia Bentley-German; Gracie Martinez
Cc:	Westphal, Eric; Chris Barnhill
Subject:	FW: Boards and Commissions Application
Attachments:	Eric Westphal_Application - City of Midland Boards - PermiaCare_3-26-2025.pdf

Good morning,

I'm following up on an email sent to Vanessa Magallanes on March 12th informing the City of Midland that Derek Cook, one of two City of Midland appointees to PermiaCare's Board of Trustees, decided not to seek reappointment when his term ends on 6/25/2025.
The email below was sent to Vanessa on 3/27 by Mr. Eric Westphal along with an application to serve on PermiaCare's Board of Trustees.

We are proposing the appointment of Mr. Eric Westphal to our Board of Trustees for the two-year term of June 26th, 2025 through June 25, 2027. Mr. Westphal has expressed his desire to join our board in the seat that will become vacant on 6/25/2025. I have attached Mr. Westphal's application to the City of Midland Boards/Commissions/Committees. Please feel free to contact PermiaCare's Chief Executive Officer, Chris Barnhill, at 432-570-3333 or chrisbarnhill@permiacare.org if you have any questions.

Mr. Westphal has been in the banking industry in Midland for over 40 years, currently with Frost Bank. He was PermiaCare's primary banking officer for over 20 years. Mr. Westphal's financial experience, community involvement, and familiarity with our organization will make him a great asset to our Board of Trustees. He is currently serving as Treasurer on the Midland Community Development Corporation Board of Directors. He has served on the boards of: Court Appointed Special Advocates of West Texas; the Better Business Bureau of the Permian Basin; the American Red Cross; and Junior Achievement of Midland. Mr. Westphal is a graduate of Leadership Midland.

Thank you for considering this application.

Respectfully,

Cheryl McLaughlin
Executive Assistant/Cost Accounting Specialist
Administration
PERMIACARE
P: (432)570-3341
F: (432)570-3346
A: 401 E Illinois Ave, Suite 401
Midland, TX 79701

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 3/26/2025

Name: ERIC WESTPHAL

Phone: 432 349 6149 **(Home)**

Address: 508 WEST WALL, STE 1100

432 617 1338 **(Business)**

MIDLAND TX 79701

Email: eric.westphal@frostbank.com

(City) (State) (Zip)

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 45 **years.**

Occupation: BANKING

Professional and/or Community Activities:

Board member/Treasurer of the Midland Community Development Corp; prior Board Member/Officer of: Court Appointed Special Advocates of West TX, Better Business Bureau of the Permian Basin, American Red Cross, Junior Achievement of Midland, graduate of Leadership Midland.

What is your personal vision for the City?

vision for our city is one that fosters growth and sustainability, creating a place where all residents feel valued. I hope to see our city prioritize innovation and sustainability in every aspect of life but particularly in the overall quality of life for those afflicted with mental health issues.

Please specify any time constraints you may have.

None.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Permian Basin Community Centers for MHMR dba PermiaCare

Please tell us why you are interested in serving on this board or commission.

To support and directly contribute to PermiaCare's mission of providing support services for a broad range of mental health issues in the Permian Basin region.

What contribution would you most like to make?

Help insure the continued viability of the organization and to assist with leading PermiaCare in the services they currently provide and expansion thereof, particularly in light of their association with the Permian Basin Behavioral Health Center that will be coming on-line. To also provide oversight in the organization's overall financial well-being.

Additional pertinent information or references:

I was previously PermiaCare's primary banking officer for over 20 years and have know Chris Barnhill, ED, since his employment with PermiaCare. Also provide Councilman John Burkholder as a reference.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Eric Westphal Digitally signed by Eric Westphal
Date: 2025.03.26 16:55:26 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application