

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
July 8, 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 – Senior Pastor Robb Foreman, Homeline Baptist Church
2. Pledge of Allegiance

PROCLAMATIONS AND RECOGNITIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:
 - 3a. Presentation of Proclamation for “Junior Mayor for the Day”.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. REGULAR SESSION OF JUNE 24, 2025
 - 4b. SPECIAL SESSION OF JUNE 24, 2025
5. 2025-086 – RESOLUTION AWARDED A CONTRACT FOR THE PURCHASE AND INSTALLATION OF TWO (2) AAON HVAC UNITS AT THE MOMENTUM BANK BALLPARK CLUBHOUSE TO FIRST SERVICE AIR CONDITIONING, INC., FOR A COST OF \$263,550.00; APPROVING \$26,355.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
6. 068-2025 – MOTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS

ENTERPRISES (DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

SECOND READINGS

7. 10646 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH A STREET, APPROXIMATELY 75 FEET NORTH OF 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 BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 24, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**
8. 10647 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 10, LYNDSIDE NEIGHBORHOOD, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST SCHARBAUER DRIVE AND NORTH TYLER STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL 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 (FIRST READING HELD JUNE 24, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**
9. 10648 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE (FIRST READING HELD JUNE 24, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

10. 10649 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11, PACKET

BLOCK 1, LINDSAY ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND RANKIN HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

11. 069-2025 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA INC. (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: NAIL-TILLMAN W1M 413H; NAIL-TILLMAN W1N 414H; NAIL-TILLMAN W1O 415H; NAIL-TILLMAN W1P 416H; NAIL-TILLMAN W1Q 417H; AND NAIL-TILLMAN W1R 418H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 608 FEET AND 708 FEET EAST OF STATE HIGHWAY 349 AND 6,869 FEET NORTH OF OCCIDENTAL PARKWAY (PUBLIC HEARING ONLY) **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
12. 070-2025 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA INC. (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: NAIL-BURLEY 6R 718H; NAIL-BURLEY 6S 719H; NAIL-BURLEY 6T 720H; NAIL-BURLEY 6U 721H; AND NAIL-BURLEY 6V 722H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 8,375 FEET AND 8,455 FEET EAST OF STATE HIGHWAY 349 AND 6,945 FEET NORTH OF OCCIDENTAL PARKWAY (PUBLIC HEARING ONLY) **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
13. 10650 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 14, BLOCK 22, WEST END ADDITION, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH I STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC COMMENT

14. 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

15. 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; and discuss pending or contemplated litigation.
 - 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.

**MIDLAND CITY COUNCIL
MINUTES
June 24, 2025**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., June 24, 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, City Governance Officer/City Secretary Marcia Bentley-German, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz

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

OPENING ITEMS

1. Invocation – Senior Pastor Robb Foreman, Homeline Baptist 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 of Proclamation for “National Homeownership Month”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. REGULAR SESSION OF JUNE 10, 2025
5. 2025-080 – RESOLUTION AUTHORIZING A ONE-YEAR RENEWAL OF A SOLE-SOURCE CONTRACT WITH AZTECA SYSTEMS, LLC, FOR LICENSING AND SOFTWARE MAINTENANCE SUPPORT SERVICES OF CITYWORKS SOFTWARE FOR A COST OF \$140,060.74 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE**

PACKET 4a.1 July 8, 2025

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SOUND GOVERNANCE & FISCAL MANAGEMENT)

6. 2025-081 – RESOLUTION AUTHORIZING THE PURCHASE OF A GENIE S-85 XC TELESCOPIC BOOM LIFT FROM MONMOUTH SOLUTIONS, INC., FOR A TOTAL COST OF \$184,989.00 **(DISTRICT 4) (GENERAL SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
9. 2025-084 – RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, AN INSTRUMENT GRANTING A UTILITY EASEMENT AND RIGHT-OF-WAY LOCATED IN A 0.102-ACRE TRACT OF LAND OUT OF LOT 2A, BLOCK 7, AIRPORT INDUSTRIAL PARK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, TO ONCOR ELECTRIC DELIVERY COMPANY LLC; APPROVING \$14,436.39 FOR COSTS ASSOCIATED WITH THE VEHICLE PARKING P6 PROJECT; APPROPRIATING FUNDS TO THE VEHICLE PARKING P6 PROJECT; AND AUTHORIZING PAYMENT FOR THE WORK ASSOCIATED WITH THE RELOCATION OF THE OVERHEAD UTILITY LINE **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**
11. 2025-085 – RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF INTENTION FOR THE CITY OF MIDLAND TO BECOME A PARTICIPATING JURISDICTION WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME INVESTMENT PARTNERSHIP PROGRAM; APPROVING A ONE-TIME CITY SUPPLEMENT IN THE AMOUNT OF \$160,474.48; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
12. 063-2025 – MOTION AUTHORIZING THE ACCEPTANCE OF REIMBURSEMENT FUNDS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF \$105,462.00 TO ASSIST THE CITY OF MIDLAND WITH THE FUNDING AND DELIVERY OF PUBLIC HEALTH EMERGENCY PREPAREDNESS NECESSITIES, \$150,358.00 TO ASSIST WITH THE FUNDING AND DELIVERY OF IMMUNIZATION SERVICES, AND \$111,630.00 TO ASSIST WITH THE FUNDING AND DELIVERY OF LOCAL PUBLIC HEALTH SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID FUNDS INTO THE GENERAL FUND **(DISTRICT: ALL) (FIRE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
14. 065-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-018) WITH HUGH BRINSON PIPELINE, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 3, 4, 9, 16, AND 21, BLOCK 37, AND SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, IN MIDLAND AND GLASSCOCK COUNTIES, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
15. 066-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE

(25-329-019) BETWEEN THE CITY OF MIDLAND AND ET-S PERMIAN PIPELINE COMPANY LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

16. 067-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-015) WITH BLACKCOMB PIPELINE, LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9, 16 AND 21, BLOCK 37, T-3-S, T&P RR CO. SURVEY, IN MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Robin Poole moved to approve Consent Agenda items 4-16, excluding items 7, 8, 10 & 13; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

The following item(s) were pulled from consent agenda and considered individually.

7. 2025-082 – RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE REMOVAL OF THE MIDLAND LANDFILL TOWER AND POLICE DEPARTMENT MONOPOLE

Chief Information Officer Gorgees Eskander gave a brief overview of the item noting there was a problem with the commodity codes. The right information was not provided resulting in a sole bid. Redoing the process will allow more vendors to apply.

City Manager Tommy Gonzalez reported the Purchasing review that was conducted will allow more local vendors within the system.

Brian Stubbs moved to approve Resolution No. 2025-082; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

8. 2025-083 – RESOLUTION APPROVING A SERVICE CONTRACT WITH ISI WATER COMPANY, INC., D/B/A WATER COMPANY OF AMERICA THROUGH THE 791 PURCHASING COOPERATIVE FOR THE COLLECTION OF REVENUE ASSOCIATED WITH UNBILLED AND MISBILLED UTILITY SERVICES

ITEM PULLED BY STAFF. NO ACTION TAKEN.

10. 062-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A
PACKET

4a.3

July 8, 2025

PRELIMINARY PLAT OF STONEBRIDGE ADDITION, SECTION 5, BEING A PLAT OF A 90.43-ACRE TRACT OF LAND OUT OF THE SOUTH HALF OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND LOOP 250 NORTH)

Council Member Burkholder reported on the need to address the water situation.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting the majority of the plat is along the Frontage Road of Loop 250. The intention is for a large share of the property to be developed for retail use and the northern part will be developed for residential. The owner is Mark Payne and it is recommended by staff that they go through a rezoning process.

Mayor Blong inquired about the new northeast water tower, capacity in the system and how this all ties in together.

Deputy City Manager Jose Ortiz reported they are confident they have enough capacity. Infrastructure will be extended to loop in the system in order to have better water quality.

Mr. Ortiz reported there is enough capacity for the northeast side and other future opportunities to bring water into the city are also available.

Mayor Blong reported that annexations could possibly address the issue as it would allow water and sewer to be provided, however, there are some limitations to this possibility.

Discussion ensued among Council and City Management.

John Burkholder moved to approve Motion No. 062-2025; seconded by John Norman.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

13. 064-2025 – MOTION ACCEPTING A DONATION IN THE AMOUNT OF \$150,000.00 FROM THE BUSTIN' FOR BADGES FUNDRAISING PROJECT; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF NECESSARY EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF THE \$150,000.00 IN POLICE TECHNOLOGY AND EQUIPMENT FUND UPON THE CITY OF MIDLAND'S RECEIPT AND DEPOSIT OF SAID FUNDS

Council Member Norman commended the Police Department and sponsors for this event.

Police Chief Greg Snow reported this is the largest Police supported fundraising event in the world and that he is thankful for the support of the community.

Mayor Blong reported former Police Officer Darin Clements has come back to help raise funds for many years.

Council Member Stubbs thanked all of the volunteers.

John Norman moved to approve Motion No. 064-2025; seconded by Brian Stubbs.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

SECOND READINGS

17. 10640 – AN ORDINANCE AMENDING TITLE VIII, “FOOD ESTABLISHMENTS, HEALTH AND GENERAL SANITATION”, CHAPTER 6, “GARBAGE, TRASH AND RUBBISH”, SECTION 18, “ACCUMULATION OF STAGNANT WATER, FILTH, WEEDS, BRUSH, AND DEBRIS ON LOTS”, SUBSECTION (B), “AFFIRMATIVE DEFENSES”, PARAGRAPH 1 OF THE MIDLAND CITY CODE SO AS TO LIMIT THE APPLICATION OF THE AFFIRMATIVE DEFENSE IN SAID PARAGRAPH TO WEEDS OR TALL GRASS LESS THAN 12 INCHES TALL AND BRUSH LESS THAN TWO FEET TALL; 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 JUNE 10, 2025) **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10640.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10640; seconded by Brian Stubbs.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

18. 10641 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 6, WESTRIDGE PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO O-2, OFFICE DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF THOMASON DRIVE AND TRADEWINDS 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 JUNE 10, 2025) **(DISTRICT 4)**

(DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10641.

Robin Poole moved to approve the second and final reading of Ordinance No. 10641; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

19. 10642 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 1, BLOCK 16, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NEELY AVENUE AND NORTH BIG SPRING STREET), BY PERMITTING A REDUCED FRONT YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10642.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10642; seconded by John Norman.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

20. 10643 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 10, BLOCK 1, TEXLAND ESTATES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TEXLAND CIRCLE, APPROXIMATELY 295 FEET WEST OF NORTH GARFIELD STREET), BY PERMITTING AN INCREASED MAXIMUM NUMBER OF ACCESSORY BUILDINGS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10643.

Brian Stubbs moved to approve the second and final reading of Ordinance No. 10643;

seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

21. 10644 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 8, 9, AND 10, BLOCK 21, 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 120 FEET SOUTH OF EAST ILLINOIS 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 JUNE 10, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10644.

John Norman moved to approve the second and final reading of Ordinance No. 10644; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

22. 10645 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR BLOCK 13, UNRECORDED PLAT OF CAROL CREST ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST TAYLOR AVENUE AND WAYSIDE DRIVE), WHICH IS PRESENTLY ZONED C, COMMERCIAL DISTRICT, IN PART, AND LI, LIGHT INDUSTRIAL DISTRICT, IN PART, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JUNE 10, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10645.

John Norman moved to approve the second and final reading of Ordinance No. 10645; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARINGS

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

23. 10646 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH A STREET, APPROXIMATELY 75 FEET NORTH OF 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 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)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10646.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a Specific Use Designation for the sale of alcohol in a new bar at the former Buffolo Jo's location. Mrs. Triggs reviewed hours of operation, zoning and permits.

Mayor Blong opened the public hearing at 10:34 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. 10646; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

24. 10647 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 10, LYNDSIDE NEIGHBORHOOD, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST SCHARBAUER DRIVE AND NORTH TYLER STREET),

WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL 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 & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10647.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a Specific Use Designation for the sale of alcohol for a new business; Casa Blanca Ballroom.

Mayor Blong opened the public hearing at 10:36 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. 10647; seconded by John Norman.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

25. 068-2025 – HOLD A PUBLIC HEARING IN ORDER FOR THE CITY OF MIDLAND AND THE COMMUNITY DEVELOPMENT BLOCK GRANT PRIORITIZATION COMMITTEE TO RECEIVE PUBLIC COMMENTS, GUIDANCE, AND RECOMMENDATIONS REGARDING THE 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION SUBMISSIONS AND THE FIRST YEAR ACTION PLAN IN ACCORDANCE WITH THE 2025-2030 FIVE-YEAR CONSOLIDATED PLAN (PUBLIC HEARING ONLY) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Planning & Development Officer Elizabeth Triggs reviewed the Community Development Block Grant (CDBG) process and program overview. There is currently a little over one million available and more than two million in request. Mrs. Triggs also reviewed the timeline and next steps for the grant award.

This was a public hearing only. No action was taken by Council.

Mayor Blong opened the public hearing at 10:41 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

MISCELLANEOUS

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MINUTES

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June 24, 2025

26. 10648 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10648.

Planning & Development Officer Elizabeth Triggs gave a presentation of developing and redeveloping the downtown TIRZ #2.

This presentation may be viewed in it's entirety online at www.midlandtexas.gov.

Brian Stubbs moved to approve the first of two readings of Ordinance No. 10648; seconded by John Norman.

The motion passed by the following vote:

AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

27. PRESENTATION ON PERMITTING UPDATES BY ELIZABETH TRIGGS, PLANNING & DEVELOPMENT OFFICER

Planning & Development Officer Elizabeth Triggs provided a presentation regarding permitting updates.

Process Improvement Manager James Rawls reviewed the Permit Midland dashboard.

This presentation may be viewed in it's entirety online at www.midlandtexas.gov.

28. PRESENTATION ON STRATEGIC STEWARDSHIP: DELIVERING RESULTS THROUGH EFFICIENCY BY TAYLOR NOVAK, CHIEF OF STAFF

Chief of Staff Taylor Novak gave a presentation on strategic stewardship and delivering results through efficiency.

This presentation may be viewed in it's entirety online at www.midlandtexas.gov.

29. PRESENTATION ON ENTERPRISE FUNDS BY CHRISTY WEAKLAND, FINANCE DIRECTOR

Finance Director Christy Weakland gave a presentation on enterprise funds for the City of Midland.

This presentation may be viewed in it's entirety online at www.midlandtexas.gov.

PUBLIC COMMENT

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

Robin Campbell, 110 Ridglea Drive, reported she would like to have more than three minutes to speak during the public comment period and would like it to be moved to the beginning of the meeting. Mrs. Campbell also voiced her concerns about signs being removed from yards.

Judd Campbell, 110 Ridglea Drive, reported he would like public comment moved to the beginning of the meeting, have evening Council meetings and also voiced concerns about signs.

Laurie Clark, 5728 Grassland, voiced concerns about signs that were taken from her yard and would still like answers as to what happened.

Nathen Ivy, 711 S. Marshall Street, Midland Soup Kitchen Ministry, gave an update on the Ministry and their services.

Amy Bradley, 1613 E. Maple, reported she is pleased that an issue was resolved by Council Member Norman and Deputy City Manager Jose Ortiz. She thanked the Assistant Director of Code Enforcement Larry Gomez and the Police Department.

Eliel Rosa, 3603 Humble Avenue, reported he was grateful of the letter to Mrs. Welch and he appreciates the Council for honoring Dr. Bartlet. Mr. Rosa reminded Council of the Degrowth movement and gave a shout-out to Police Chief Greg Snow. Lastly, Mr. Rosa mentioned the US Secretary of Health & Human Services Robert F. Kennedy Jr. and the topic of adding fluoride to water.

Mayor Blong reported we do not add fluoride to the water.

All the business at hand having been completed, the meeting adjourned at 12:10 p.m.

PASSED AND APPROVED July 8, 2025.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary



The City Council convened in **Special** Session in the Doug Russell Aquatic Center, Midland, Texas, at 3:30 PM, Tuesday, June 24, 2025.

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

Council Members absent: Robin Poole, Jack Ladd, John Norman

Staff members present: City Manager Tommy Gonzalez, Interim City Attorney Nicholas Toulet-Crump, City Governance Officer/City Secretary Marcia Bentley-German, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz, Parks & Recreation Director Laurie Williams, Parks & Recreation Manager Joey Jolly, Deputy City Secretary Rachel Guentensberger, Chief of Staff Taylor Novak, Strategic Communications Officer Stewart Doreen

The meeting was called to order at 3:38 p.m.

SPECIAL SESSION

1. Hold a ribbon cutting ceremony for the new Doug Russell Aquatic Center. The Midland City Council will take no vote or action on this matter.

City Council Members, City of Midland staff and community members all gathered for the ribbon-cutting of the new Doug Russell Aquatic Center.

Mayor Blong, Council Member Amy Stretcher Burkes, City Manager Tommy Gonzalez, Parks and Recreation Director Laurie Williams and Chief of Staff Taylor Novak provided remarks about the renovation project, the timeline of completion, what a project like this means to the citizens of Midland and thanked everyone involved.

All the business at hand having been completed, the meeting adjourned at 3:46 p.m.

PASSED AND APPROVED July 8, 2025.

Lori Blong, Mayor

ATTEST:

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

July 8, 2025



City Council Meeting

Item Number: 5
Meeting Date: July 8, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF TWO (2) AAON HVAC UNITS AT THE MOMENTUM BANK BALLPARK CLUBHOUSE TO FIRST SERVICE AIR CONDITIONING, INC., FOR A COST OF \$263,550.00; APPROVING \$26,355.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding a contract for the purchase and installation of two (2) HVAC Units for the Rockhounds Clubhouse at the Momentum Bank Ballpark to First Service Air Conditioning, Inc for a cost of \$263,550.00 with an additional amount of \$26,355.00 for project related costs, for a total amount of \$289,905.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Scharbauer Sports Complex Fund unappropriated fund balance and will be appropriated to a project for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Requests for bids were sent to thirty-five (35) vendors for purchase and installation of HVAC

Unit Replacements for Rockhounds Clubhouse Project at the Momentum Bank Ballpark. We received a sole bid. Staff recommends awarding a contract for the purchase and installation of HVAC Unit Replacements for Rockhounds Clubhouse Project from the apparent low bidder, First Service Air Conditioning, Inc for a cost of \$263,550.00. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for more information.

Therefore, please consider a resolution awarding a contract for the purchase and installation of two (2) HVAC Units for Rockhounds Clubhouse at the Momentum Bank Ballpark to First Service Air Conditioning, Inc for a cost of \$263,550.00 with an additional amount of \$26,355.00 for project related costs, for a total amount of \$289,905.00.

City Manager's Office



**Scharbauer Sports Complex Division
Interoffice Memorandum**

Date: June 25, 2025
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Purchase and Installation of AAON HVAC units in Momentum Bank Ball Park at Scharbauer Sports Complex

Purchasing issued a Request for Bids to replace the Aaon HVAC Unit in the Rockhounds clubhouse. Bids were opened on June 12, 2025. The sole bid was submitted by First Service Heating and Air Conditioning with a bid of \$263,550.00. It is recommended that an additional 10%, \$26,355 be added to the project funds for additional project costs that may arise. The total requested funding for the Aaon unit installation is \$289,905.00.

An Aaon HVAC unit is considered a priority system in a professional level sports facility. The following are some of the reasons that this system is preferred:

- **Superior Indoor Air Quality:** Aaon systems are known for their advanced filtration and ventilation, which helps reduce odors, humidity, and airborne contaminants—key for locker rooms and training areas.
- **Custom Climate Control:** With zoned temperature management, players and staff can enjoy tailored comfort in different areas like locker rooms, showers, and equipment rooms.
- **Energy Efficiency:** Aaon units are engineered for high performance with lower energy consumption, which can significantly reduce utility costs over a long season.
- **Durability in Demanding Environments:** These systems are built for commercial-grade use, meaning they can handle the heavy-duty demands of a sports facility without constant maintenance.
- **Quiet Operation:** A quieter system means fewer distractions during team meetings or downtime—something every clubhouse appreciates.

The Parks and Recreation Department staff recommends awarding the Aaon HVAC replacement bid to First Service Heating and Air Conditioning in the amount of \$263,550.00 with an additional amount of \$26,355.00 for project related costs, for a total amount of \$289,905.00.

Funds in the amount of \$289,905 are available in the Scharbauer Sports Complex 2025 operating budget and will be appropriated to a project for this work.

RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT FOR THE
PURCHASE AND INSTALLATION OF TWO (2) AAON
HVAC UNITS AT THE MOMENTUM BANK
BALLPARK CLUBHOUSE TO FIRST SERVICE AIR
CONDITIONING, INC., FOR A COST OF \$263,550.00;
APPROVING \$26,355.00 FOR PROJECT RELATED
EXPENSES; AND APPROPRIATING FUNDS**

WHEREAS, the City Manager's Office approved specifications and authorized the advertisement for competitive bids for the purchase and installation of two (2) AAON HVAC units at the Momentum Bank Ballpark clubhouse; and

WHEREAS, Bid No. 25004992 was opened on June 12, 2025, with the sole bid being submitted by First Service Air Conditioning, Inc., as shown on the tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by First Service Air Conditioning, Inc., for the purchase and installation of said HVAC units to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to First Service Air Conditioning, Inc., for the purchase and installation of said HVAC units at the Momentum Bank Ballpark clubhouse; and

WHEREAS, the City Council finds it to be in the public interest to approve \$26,355.00 for project related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with First Service Air Conditioning, Inc., for the purchase and installation of two (2) AAON HVAC units at the Momentum Bank Ballpark clubhouse for a total cost of \$263,550.00. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of \$26,355.00 for project related expenses is hereby approved.

SECTION THREE. That the amount of \$289,905.00 is hereby appropriated from the Scharbauer Sports Complex unappropriated fund balance to a project established by the City of Midland Finance Department.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay First Service Air Conditioning, Inc., pursuant to the terms of said contract from funds appropriated herein upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

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APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

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RFB 25004992 HVAC Unit Replacements at Rockhounds Clubhouse

Open Date: June 12, 2025

		Total Cost	First Service A/C Contractors Inc.	
			\$263,550.00	
Items	Quantity Required	Unit Price	Total Cost	
#0-1 Materials Portion Incorporated Into Project	1	\$258,850.00	\$258,850.00	
#0-2 Labor Portion Incorporated Into Project	1	\$4,700.00	\$4,700.00	
#0-3 Other Costs Not Incorporated Into Project	1	\$0	\$0	

Bid Summary

34 Bid Request

1 Bids Listed Above

0 NO Bids were received

33 Bidder(s) Did not respond

RFB 25004992 HVAC Unit Replacements at Rockhounds Clubhouse

Open Date: June 12, 2025

		First Service A/C Contractors Inc.		
		Total Cost	\$263,550.00	
Items	Quantity Required	Unit Price	Total Cost	
#0-1 Materials Portion Incorporated Into Project	1	\$258,850.00	\$258,850.00	
#0-2 Labor Portion Incorporated Into Project	1	\$4,700.00	\$4,700.00	
#0-3 Other Costs Not Incorporated Into Project	1	\$0	\$0	

Bid Summary

34 Bid Request

1 Bids Listed Above

0 NO Bids were received

33 Bidder(s) Did not respond



THE CITY OF MIDLAND

CONTRACT

25004992

THIS CONTRACT, effective the 9th day of July, 2025, by and between the City of Midland, hereinafter referred to as "CITY", and First Service Air Conditioning, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 263,550.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the installation of HVAC Units for the Rockhounds Clubhouse at the Scharbauer Sports Complex. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

EXHIBIT B..... Intentionally Omitted

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

EXHIBIT D..... Wage Scale

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,
PACKET 5.9 July 8, 2025

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

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 2 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers' Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

PACKET 5.16 July 8, 2025

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the ~~PACKET~~ Local Government Code, and Section 311.034 of the Texas Government Code. ~~July 8, 2025~~

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of First Service Air Conditioning, 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____.



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

BID NO: 25004992

CLOSING DATE:

June 12, 2025,

CLOSING TIME:

2:00 PM

BIDS WILL BE RECEIVED UNTIL **2:00 PM** on **6/12/2025** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **Scharbauer Sports Complex 5514 Champions Drive, Midland, Texas 79706**

DESCRIPTION	
Aaon Unit Replacements for the Rockhounds Clubhouse at the Scharbauer Sports Complex	
TOTAL	\$263,550
NOTICE TO BIDDERS: 1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM. 2. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON- RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS WITHIN 21 DAYS OF THE DATE OF THE TRANSMITTAL LETTER. 3. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER. 4. LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES. 5. IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK. 6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA. 7. PUBLIC INFORMATION: To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.	
FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV	
NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID. THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.	
COMPANY NAME: <u>First Service Ac Contractors Inc.</u> ADDRESS: <u>3009 Garden City Hwy</u> CITY: <u>Midland Tx</u> STATE: <u>Tx</u> ZIP: <u>79701</u> PHONE NO: <u>432-685-0003</u> EMAIL: <u>Rauld@firstservice.org; amy@firstservice.org</u> DELIVERY CAN BE MADE: <u>email or phone</u> AUTHORIZED SIGNATURE: <u>[Signature]</u>	



First Service AC Contractors Inc
Contractor's Name

PROPOSAL Bid #25004992

To: Purchasing Manager
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the plans, specifications and contract documents, the location of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Materials Portion Incorporated Into Project 258,850 DOLLARS
Labor Portion Incorporated Into Project 4,700 DOLLARS
Other Costs Not Incorporated Into Project 0 DOLLARS
Total Proposal 263,550 DOLLARS

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid and he further agrees to commence work within ten (10) days after the date of written notice to do so and to substantially complete same within 2 calendar days.

VENDOR CONTACT:

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

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

OR

FAX: (432) 685-0523

E-mail: purchasing@midlandtexas.gov

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

AWARD

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

BID WAIVERS:

A. **WAIVER OF ATTORNEY FEES:** BY SIGNING THIS PROPOSAL, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT,

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INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER.

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

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

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

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

C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Bidder or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the

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

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

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

SOVEREIGN IMMUNITY: By Executing this contract the City is not waiving its right of Sovereign immunity. the City is retaining its IMMUNITY from suit. the City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

<u>First Service AC Contractors Inc</u>	<u></u>	<u>4326850003</u>
Bidder	Authorized Signature	Telephone
<u>3009 Garden City Hwy, Midland TX 79701</u>	<u>Amy Standard</u>	<u>4326853629</u>
Address, City and State	Please Print above Name	Fax

Bidder's Enclosure Check List: (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

- ☒ **PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision) including a waiver of subrogation as stated in the contract)**
- ☒ **5% BID BOND FOR CONTRACTS IN AMOUNTS OF \$50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT).* THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND AND PERFORMANCE BOND FOR BIDS OF \$50,000 OR MORE. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING MANAGER. Call (432) 685-7234 for information.**

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

***FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**

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**HVAC AARON UNITS
SCOPE OF WORK
SCHARBAUER SPORTS COMPLEX**

1. Momentum Bank Ball Park

- Home and visitor clubhouse
- Remove and install Two (2) 16-Ton Aaron Units on roof top
- Include all materials, controls, wiring, and fittings
- Removal and disposal of all units replaced
- Large Crane to place units from street
- Warranty

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, First Service A/C Contractors, Inc., as Principal, hereinafter called the Principal, and the Swiss Re Corporate Solutions America Insurance Corporation, a Corporation created and existing under the laws of the State of Missouri, whose principal office is in Kansas City, MO, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Greatest Amount Bid (\$----5%----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

RFB 25004992 Aaon Unit Replacements at Rockhounds Clubhouse

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of June, 2025.

Attest:

First Service A/C Contractors, Inc.
(Principal)

By: _____

By





Witness:

Swiss Re Corporate Solutions
America Insurance Corporation



By


Kevin J. Dunn, Attorney-in-Fact

(SEAL)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, ROBERTA H. ERB,

and DOUGLASS A. REED

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE- MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 6TH day of MARCH, 20 24

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 6TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of June, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

PACKET

5.28

July 8, 2025

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: First Service AC Contractors Inc.

Local Address (must be within the City limits): 3009 Garden City Hwy, 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? 42
3. Year your business was established in the City of Midland: 1985
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: 75-1848103

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

First Service AC Contractors Inc.
3009 Garden City Hwy
Midland Tx 79701

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: [Signature] Date: 6-12-2025

Printed Name and Title: Amy Standard, President

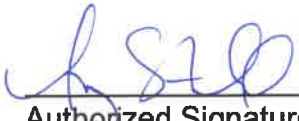


SOLICITATION NO. 25004992

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

Amy Standard
Name (Print)

6-12-2025
Date

President
Title

First Service AC Contractors Inc.
Company

NOTE: Bid and Proposal terms are interchangeable.



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 Maintain Continued Financial Stability and Accountability: Maintain financial transparency.
- 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
- 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

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

6. Strengthen and Sustain Our Infrastructure

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

EXHIBIT C

Bonding Requirements

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

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

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, First Service A/C Contractors, Inc., as Principal, hereinafter called the Principal, and the Swiss Re Corporate Solutions America Insurance Corporation, a Corporation created and existing under the laws of the State of Missouri, whose principal office is in Kansas City, MO, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Greatest Amount Bid (\$----5%----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

RFB 25004992 Aeon Unit Replacements at Rockhounds Clubhouse

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of June, 2025.

Attest:

First Service A/C Contractors, Inc.
(Principal)

By: _____

By





Witness:

Swiss Re Corporate Solutions
America Insurance Corporation



By



Kevin J. Dunn, Attorney-in-Fact

(SEAL)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, ROBERTA H. ERB,

and DOUGLASS A. REED

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE- MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 6TH day of MARCH, 20 24

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 6TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of June, 20 25.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00

OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00 **	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

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

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

PACKET 550
Signature of vendor doing business with the governmental entity

Date July 8, 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.

CITY OF MIDLAND

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

Affidavit of Eligibility

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

Reseller Permit Number: _____

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

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

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

☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. INSURANCE –

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

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person
	\$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit -
	Personal Injury and Property Damage

<u>Worker's Compensation:</u>	Statutory limits
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<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence
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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 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: 6
Meeting Date: July 8, 2025
To: City Council / City Manager
From: Sara Harris,
Subject: MOTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on July 7, 2025 a resolution authorizing the execution of an interlocal agreement with the University of Texas Permian Basin to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

\$561,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Provides for the funding of the Midland Entrepreneurial Challenge. UTPB operates and administers the challenge. \$500,000 is designated as awards for winning businesses (up to seven winning businesses to receive varying amounts of up to \$150,000 each), and the remaining amount is for marketing and administrative costs. The MDC has partnered with UTPB for six previous years of the Midland Entrepreneurial Challenge, beginning in 2017-2018 (there was no challenge in 2020-2021).

City Manager's Office

INTERLOCAL AGREEMENT

BETWEEN

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN AND MIDLAND DEVELOPMENT CORPORATION

This Interlocal Agreement (the “**Agreement**”) is made and entered into this 8th day of July, 2025, between the University of Texas of the Permian Basin (“**UTPB**”), and the Midland Development Corporation (“**MDC**”), an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code, pursuant to Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, regarding the Midland Entrepreneurial Challenge. UTPB and MDC are sometimes collectively referred to herein as the “**Parties.**”

WITNESSETH:

WHEREAS, MDC is a governmental entity of the state of Texas and is authorized by its governing body to enter into this Agreement; and

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

WHEREAS, UTPB is a governmental entity of the state of Texas and is authorized by its governing body to enter into this Agreement; and

WHEREAS, UTPB actively promotes business development and economic growth within the City of Midland and the surrounding region for the purposes of creating jobs and developing new and expanded business enterprises in the same; and

WHEREAS, MDC’s expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties hereto to combine their efforts for the purpose of developing new and expanded business enterprises within the City of Midland;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which UTPB shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to provide to UTPB funds in an amount not to exceed FIVE HUNDRED THOUSAND and No/00 DOLLARS (\$500,000.00), in consideration for UTPB's services described herein (the "**Service Funds**"). In addition to the Service Funds, MDC agrees to pay UTPB an amount not to exceed SIXTY-ONE THOUSAND and No/00 DOLLARS (\$61,000.00) for any marketing and administrative costs associated with the operation and management of the Midland Entrepreneurial Challenge (the "**Administration Funds**"). MDC's payment of the Administration Funds shall not exceed a cumulative amount of FIVE HUNDRED SIXTY-ONE THOUSAND and No/ 100 DOLLARS (\$561,000.00) over the term of this Agreement. MDC agrees to provide the Service Funds and Administration Funds (cumulatively referred to as the "**Funds**") subject to all conditions and restrictions contained in this Agreement. The payment of the Funds shall be on a cost-reimbursement basis, and shall be provided by MDC to UTPB upon MDC's receipt of a written request by UTPB. In conjunction with its written request for the Funds, UTPB shall submit invoices or statements demonstrating UTPB's payment of funds in support of UTPB's performance of the services described herein (the "**Supporting Documentation**"). The approval of the Supporting Documentation is subject to the sole and absolute discretion of MDC's Chairman. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that it shall be in the sole and absolute discretion of MDC to reimburse UTPB for the services to be performed described herein depending on the rendered quality of said services and the quality of the Supporting Documentation, as determined by MDC. The Parties agree that this provision, in all of its aspects, is consistent with Texas Government Code § 791.011(e).

B. UTPB Services. UTPB shall use commercially reasonable efforts to provide those promotional services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. UTPB shall coordinate with MDC's Executive Director regarding the design, nature, content, and implementation of said services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement. UTPB shall require its vendors to provide detailed outlines for any marketing strategies to include dates, times, media platforms, and proofs. Additionally, UTPB agrees to oversee the operation and management of the Midland Entrepreneurial Challenge. Regarding the Midland Entrepreneurial Challenge, UTPB shall provide those services and duties described in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.

C. UTPB Report. On or before August 31, 2026, UTPB shall provide MDC with a written report containing a detailed summary of 1) UTPB's efforts to promote new and expanded business enterprises within the City of Midland; and 2) the participants, qualifications, evaluation material, and results of the Midland Entrepreneurial Challenge.

III. INDEPENDENT CONTRACTOR

UTPB shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. UTPB shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of UTPB's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. 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. UTPB 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 UTPB's work. UTPB shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective July 8, 2025, and shall terminate on September 30, 2027, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. INSURANCE

UTPB 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:	\$100,000.00 per occurrence

Workers' Compensation: Statutory limits

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

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

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

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

UTPB 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 MDC and policies that name MDC as an additional insured on an occurrence basis (except workers' compensation).

The Parties agree that, prior to the execution of the Agreement, UTPB shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of MDC. The parties also agree that this Agreement shall not become effective until the City Attorney's Office of the City of Midland, Texas, reviews and approves of all certificates of insurance required under this Agreement. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

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

VI. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

B. Termination. MDC may terminate this Agreement at will for any or no reason upon giving at least ninety (90) days' written notice to UTPB. The parties to this Agreement understand and agree that it is in MDC's sole and absolute discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. UTPB has no expectation and have received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

D. Payments from Current Revenues. The payment of funds made by MDC for the performance of UTPB's services shall be paid from current revenues available to MDC.

E. 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.

F. Defenses. This Agreement is made pursuant to Chapter 791, Texas Government Code. It is agreed that, in the execution of this Agreement, neither Party waives any immunity or defense that would otherwise be available to it against third parties, or against claims arising from the exercise of governmental powers and function. This Agreement shall not be construed as a waiver regarding the issues of governmental immunity, sovereign immunity or qualified immunity.

G. Third-Party Beneficiary. MDC'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.

H. Assignment. The Parties hereto shall not assign this Agreement, in whole or in part, any such assignment being void.

I. 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, sole and mandatory 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 shall be deemed to have occurred in Midland County, Texas.

J. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, UTPB 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 UTPB 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.

K. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to UTPB:

University of Texas of the
Permian Basin

If to MDC:

Midland Development Corporation
Attn: Executive Director
200 N. Loraine Street, Suite 610

Attn: Dr. Brian Shedd
4901 E. University Blvd
Odessa, Texas 79762

Midland Texas, 79701

L. Reimbursement Payments; Miscalculations. The Parties acknowledge that the Funds paid to UTPB pursuant to Section II.A above shall be made exclusively on a reimbursement basis. Notwithstanding the foregoing, the Parties also acknowledge that an overpayment of the Funds may occur due to good-faith errors, oversights, and unforeseen circumstances beyond the control of either Party. Accordingly, within ten (10) days of receiving any notice from one Party to the other that an overpayment of the Funds is alleged to have occurred, the Parties shall use good-faith efforts to identify and confirm the amount of the Funds that were overpaid by MDC to UTPB. Upon the Parties' confirmation that Funds are in fact overpaid and the amount thereof, UTPB shall either: (i) immediately submit a written request to apply such overpaid Funds to a subsequent renewal or extension of this Agreement, which Funds shall be subject to the same terms and conditions contained herein; or (ii) repay such remaining Funds to MDC within thirty (30) days following the termination or expiration of this Agreement. If UTPB elects to submit a request to apply such remaining Funds to a subsequent renewal or extension of this Agreement, MDC may consider such request and notify UTPB of its decision within thirty (30) days of MDC's receipt of UTPB's request. If MDC refuses the request or fails to render a decision within said 30-day period, then UTPB shall be required to repay the remaining Funds to MDC within thirty (30) days following the termination or expiration of this Agreement. This Section shall survive the termination of this Agreement.

[Signature Pages Follow]

The Parties have caused this Agreement to be executed by their duly authorized representatives on this ____ day of _____, 2025.

MIDLAND DEVELOPMENT
CORPORATION

P. Lourcey Sams, Chairman

ATTEST:

Elvie Brown, Secretary

UNIVERSITY OF TEXAS OF THE
PERMIAN BASIN

THE STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____ 2025,
personally appeared _____ for the University of Texas of the Permian
Basin, known to me to be the person and official whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same as the act and deed of said entity,
for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of
_____, 2025.

Notary Public, State of _____

Promotional Services to be Provided by
The University of Texas Permian Basin

1. Branding the City of Midland for the purpose of developing new and expanded business enterprises in the new Midland Entrepreneurial Challenge website, brochure and media materials.
2. Promoting the Midland Entrepreneurial Challenge on the UTPB website.
3. Adding a link from the Midland Entrepreneurial Challenge website to the Midland Development Corporation's website.
4. Including a description and logo for the Midland Development Corporation in the Midland Entrepreneurial Challenge promotional materials, when feasible.
5. Including a reference to the Midland Entrepreneurial Challenge and the City of Midland's support of this new program in press releases and live or prerecorded media soundbites, when feasible.

Exhibit A



A Proposal for the Midland Development Corporation



From the UTPB College of Business

and the

UTPB Office of Innovation & Commercialization



**THE UNIVERSITY OF TEXAS
PERMIAN BASIN™
—
COLLEGE OF BUSINESS**



**UT PERMIAN BASIN™
THE OFFICE OF INNOVATION
& COMMERCIALIZATION**

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Introduction to the University of Texas Permian Basin

UT Permian Basin takes great pride in being part of The University of Texas System, known for its exceptional academic success, breakthrough research, and an international reputation for excellence and innovation. It includes 14 educational institutions throughout the state, including nine universities and five health institutions. Home to over 7,000 enrolled students, UT Permian Basin benefits from the vast resources and support of the world-renowned University of Texas System yet is lean enough to foster a connected, tight-knit community while remaining financially accessible to any student. With an unwavering commitment to students, a strategic approach to designing higher education, and the resources to ensure academic success, UTPB is set to nurture the leaders who will go on to shape the future of West Texas and the nation. Each year over 250 teaching faculty deliver a highly educated and savvy workforce back into the communities of the Permian Basin and across the nation. UTPB offers 36 baccalaureate degree programs and 20 master's degree programs in the arts and sciences, business, engineering, education, and health and human performance—and the University continues to grow. Recently added chemical and electrical engineering programs offer unique internship opportunities that are attracting new students. As a regional, comprehensive institution, The University of Texas Permian Basin serves a diverse community of students from the region, the state, and beyond. Through excellence in student-centered teaching, learning, research, and public service, the University cultivates engaged citizens and impacts lives while advancing technology and the public interests of West Texas.

Overview of the UTPB College of Business

The UT Permian Basin College of Business entrepreneurship programs have fully invested in the future of entrepreneurship in our community. The LaunchPad, a student-driven entrepreneurship network, has provided tools, mentorship, and entrepreneurship opportunities for UTPB students, regardless of their chosen major or college of study. The recently renovated state-of-the-art Roden Center for Entrepreneurship includes sound, and audio recording spaces, and meeting spaces for the student entrepreneurship organizations. With revamped and reintroduced Entrepreneurship Minor and Certificate options, UTPB College of Business is meeting the needs of today's aspiring entrepreneurs, with applicable knowledge-based materials.

Mission

The College of Business at The University of Texas Permian Basin provides responsive and innovative programs enhancing the quality of life for its students, graduates, and the community. We advance business and energy industry research, economic competitiveness and diversification, while connecting students to transformative opportunities. Through excellence in teaching, the college empowers student success and facilitates outstanding

career, personal, and community outcomes, developing next-generation leaders and entrepreneurs.

Overview of the UTPB Office of Innovation & Commercialization

The UTPB Office of Innovation & Commercialization (OIC) was developed in 2021 to unify all of the innovation and commercialization activities at the university to comprehensively support the campus and community. Through the office and its partners, a variety of resources are available to support innovation development at every point along the path to commercialization and broader societal benefit. OIC is housed at the 30,000 square foot Center for Energy and Economic Diversification (CEED) building on the Midland Campus of UTPB, which just recently completed substantial renovations to develop spaces to support innovation and entrepreneurship. The CEED contains office space, coworking space, wet lab space, a makerspace, conference/event space, and a café. OIC is also co-located at the CEED with the UTPB Small Business Development Center (SBDC) and two University research labs, the Texas Water and Energy Institute (TWEI) and the Advanced Manufacturing Center (AMC).

Mission

To unify and enrich all of the innovation and commercialization activities at UTPB through its education, research, and entrepreneurship programs and to serve as a focal point for more dynamic engagement with the community and industry.

Activity Sets

Technology Transfer, Industry Collaboration, Startup Support, Product Development



Meet the Midland Entrepreneurial Challenge Team



Dr. Brian Shedd, Executive Director for the Office of Innovation & Commercialization

Prior to coming to UTPB, Brian has worked in university technology transfer roles at the University of Houston (UH), Louisiana State University (LSU) and the University of California, Los Angeles (UCLA). At UH, he was the Director for the Office of Technology Transfer & Innovation housed at the Technology Bridge, a 75-acre research park focused on commercialization of new technologies. At LSU he was the Assistant Director of the Office of Innovation & Technology Commercialization (ITC) and responsible for intellectual property protection and commercialization of all the research that takes place on the LSU campus. At LSU, he served as the lead administrator of LSU's NSF I-Corps Site Program that prepares scientists and engineers to move beyond the lab and into the market. Brian also worked at UCLA in their technology transfer office, the Office of Intellectual Property, which is now known as the Technology Development Group. During his time at UCLA, he served as a Board Member to PortTech Los Angeles, a business incubator focused on developing technologies for the Port of Los Angeles, a Leadership Council Member for the Los Angeles Cleantech Incubator, and as a lecturer in the UCLA Anderson School of Management. He is also responsible for the creation and management of BRUINcubate, the UCLA Entrepreneur Support Network, involving more than 20 different entrepreneurial support organizations located on campus.



CC Serrato, Program Coordinator for the Office of Innovation & Commercialization

CC has served in various roles at UT Permian Basin for the past 13 years and has proven to be a vital part of the mission for the university. Her current role as the Program Coordinator in the Office of Innovation & Commercialization will be to assist the department in coordinating entrepreneurship programs with education and research, and to serve as a point of contact for dynamic engagement with the community and industry. The CEED Building on the Midland campus is where you can find CC working hard to accomplish this vision!

The Midland Entrepreneurial Challenge

1.0 Introduction

The Midland Entrepreneurial Challenge continues to empower innovative ideas and strategies proven to be both community inspiring and financially lucrative. The value provided by the competition includes a detailed critique from the expertise of our judges, encapsulating the importance of developing the necessary objectives to achieve market strength. Throughout the competition entrepreneurs are forced to think critically about virtually every aspect of their business. Contestants are obligated to assess their level of detail that is often overlooked, while becoming open to new and valuable suggestions that defines both short/long-term outcomes.

1.1 Midland Economic Challenge funding

The Midland Entrepreneurial Challenge (MEC), which will be funded by the Midland Development Corporation (MDC) and partnered with the University of Texas Permian Basin (UTPB), is designed to assist entrepreneurs with expanding an existing business or starting a new one.

1.2 The Purpose

Each participant will gain a better understanding of how to develop and follow a realistic business plan and model to ensure a growing business. This undoubtedly will have a positive economic impact for Midland.

1.3 Orientations

Through several orientation seminars presented by UTPB, entrepreneurs and business owners who are interested in participating, will better understand the requirements of the competition.

1.4 The Benefits

Once qualified, all entrants will have access to business coaching, expertise, and other pertinent resources offered via UTPB. These one-on-one meetings will discuss strategy, assist with building financials, and finalize business plans before they are submitted.

1.5 Award Monies

This fiscal year, the plan includes Five Hundred Thousand Dollars (\$500,000) of total available award money to be distributed with up to One Hundred Fifty Thousand Dollars (\$150,000) to each of the selected winner(s) identified through the deliberation and decision of the judges.

2.0 About the Challenge

2.1 The Objective

The objective of this program is to provide another source of capital funding to business owners and entrepreneurs in Midland who might not be able to obtain the funding otherwise. The value participating in business plan process allows participants to gain a better understanding of how to develop, build and grow strong businesses that will even further strengthen Midland's economic condition and development.

2.2 Partnership

The funding will be provided by the Midland Development Corporation and the program administration, seminars, and business plan consultation will be provided by UTPB College of Business and the Office of Innovation & Commercialization.

2.3 Anticipated Local Economic Benefit

The competition is designed to foster community involvement and innovation by bringing local entrepreneurs and professionals together to continue the economic diversification of the City of Midland. The outcomes contribute to a community's identity that preserves the unique character created by a vibrant small business community. Other benefits are the increased employment while keeping tax dollars close to home and improving the city as a result.

3.0 Eligibility Requirements

These requirements must be met in order for any applicant to participate in the program and receive award money:

- ✓ The business must be headquartered in the City of Midland (within in the city limits).
- ✓ Winning businesses that receive money cannot sell or relocate the business outside of the city limits of Midland for a period of five years after receiving award money without first returning award money received through this program.
- ✓ Participants cannot be an immediate relative of administrative officials or judges or engaged in any other business partnerships with an administrative official or judge. All special circumstances will go under the review of the UTPB Lead Coordinator, who will make the final decision.
- ✓ Participants must become a client of the UTPB SBDC by completing the 641 SBA form.
- ✓ Winning businesses must provide UTPB with economic impact data according to the Accountability section and within the deliverable deadlines outlined in the guidelines.
- ✓ Participants must have a credit score of at least 640 to participate. All special circumstances will be reviewed by the UTPB Lead Coordinator, who will make the final decision.

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- ✓ Attendance is mandatory for all seminars throughout the competition unless excused by a member of the MEC Entrepreneurial Challenge Team.
- ✓ Previous winners of the challenge cannot reenter the challenge for the same business for five years; however, if the previous winner is in good standing with UTPB according to the Accountability section for a full three years, the winner may enter for a different business with approval from the UTPB Lead Coordinator.
- ✓ Previous participants who were not awarded any monies may reenter the following year.
- ✓ A participant is not allowed to participate in the challenge if he or she was convicted of a felony. UTPB will conduct background checks on all participants, and the cost of the background check will be incorporated into the entry fee.
- ✓ The business owner(s) must participate in the program, not employees, consultants, or contractors.
- ✓ Businesses must have less than 15 full time equivalent (FTE) employees to participate in the program.

4.0 Application Process

4.1 Orientation

Businesses interested in applying for the MEC program will be required to attend one of the orientation events as listed in section 6.0 Schedule of Events. Three separate orientation events will be held to ensure the maximum opportunity for participation.

4.2 Registration

After attending at least one orientation, businesses that wish to join the challenge must pay the non-refundable entry fee and return a signed confidentiality agreement through the online registration portal by the date listed in section 6.0 Schedule of Events.

4.3 Participant Limit & Priority Categories

The MEC is limited to 50 businesses who meet all the eligibility requirements as described in section 3.0. Priority registration will be given to businesses that are in any of the following industry sectors:

- Energy
- Water
- Space/Aerospace

4.4 Randomized Selection Process

Since the MEC is limited to 50 businesses, registrations will first be processed for any business that registers by the deadline and falls within any of the three priority categories

(listed in Section 4.3), with the rest of the participants chosen by randomized selection until 50 total participants are reached.

4.5 Alternates

Roughly 10 additional registered companies (if available) will be chosen by randomized selection as alternates in case any of the initial 50 businesses do not meet the eligibility criteria or drop out of the program prior to the first seminar.

5.0 Seminars

UTPB and its partners will provide a series of seminars to all of the admitted participants on a variety of topics essential to entrepreneurs and designed to increase performance and longevity. Attending these seminars will assist business owners to achieve success by providing new skills and methods of practice. The seminars selected for the MEC will include:

- Developing the Pitch
- Lending
- Business Plan Preparation
- Marketing
- Business Resources in the City of Midland
- Business Structure
- Intellectual Property
- Preparing a Presentation

These seminars are led by other successful business owners, skilled UTPB faculty and staff, and other professionals such as accountants and tax specialists. These educational offerings help small business owners tackle many of the issues associated with early-stage startups and prepare them for the rigors of the MEC competition.

6.0 Schedule of Events

Date	Time	Topic
9/2/2025	6 – 7:30 PM	Orientation
9/3/2025	6 – 7:30 PM	Orientation
9/4/2025	6 – 7:30 PM	Orientation
9/5/2025	9:00 AM	Registration Opens
9/7/2025	5:00 PM	Registration Deadline
9/8/2025	10:00 AM	Randomized Selection – 50 Businesses Notified via Email
9/23/2025	6 – 7:30 PM	SEMINAR: Developing the Pitch (SBDC)

10/1/2025		Target Deadline for Judge Recruitment
10/7/2025	6 – 7:30 PM	SEMINAR: Preparing a Business Plan, Part 1 (SBDC)
10/21/2025	6 – 7:30 PM	SEMINAR: Preparing a Business Plan, Part 2 (SBDC)
10/22/2025	9:00 PM	Deadline for Pitch Sheets
11/4/2025	6 – 7:30 PM	SEMINAR: Marketing (Armic Systems) + Past Winner Panel
11/18/2025	6 – 7:30 PM	SEMINAR: City of Midland Resources (MDC) + MEC Mixer
11/19/2025		Pitch Score Cards received from Judges
11/21/2025		Advancing Businesses Notified
12/2/2025	6 – 7:30 PM	SEMINAR: Business Structure & Intellectual Property (SBDC & OIC)
12/11/2025	9:00 PM	Business Plans Due
1/6/2026	6 – 7:30 PM	SEMINAR: Lender Seminar (Bank TBD)
1/20/2026		Business Plan Score Cards received from Judges
1/22/2026		Final Round Businesses Notified
1/27/2026	6 – 7:30 PM	SEMINAR: Preparing for the Final Presentation (UTPB)
2/3/2026	10 AM – 4 PM	Final Presentation to Judges
2/4/2025		WINNERS NOTIFIED!
TBD	7 – 9 PM	Award Ceremony (Location: Rea Greathouse – WNPAC)

7.0 Judging of the MEC

7.1 Selection of Judges

In an effort to select the best judges for the competition, UTPB seeks individuals that have developed and owned a major business within the Midland community. Judges should be industry-related experts, someone with a specific market niche, a previous winner, someone with a prestigious reputation, or individuals with a high-level of experience.

At a minimum, a judge should possess a background of 10 or more years of experience in business and/or qualifications consisting of the following:



- Business Owner
- Local Bank Lender
- Community Leader

No person shall serve as a judge that has any interrelationships relevant to board members of the Midland Development Corporation and all staff involved in the production of the MEC program.

7.2 *Judging Criteria*

The process of judging incorporates a distinctive competence to recognize a disruptive or unique business concept. Participants will be required to demonstrate a clear market need and a viable method to supply the demand. Characteristically, participants are evaluated on their ability to develop the company and manage risks. Other assessments include the ability to have a realistic potential to succeed and fully understanding the financial requirements. In addition, employment growth is considered by determining the number of full-time employees (FTEs) within three years to five years. In the business plan, judges will validate funding, cash requirements, determine cost structures and revenue streams. In the final stage, participants are evaluated on how persuasive and logical their plan is.

Initial Pitch

Category	Points
Viability	15
Team and Partners	15
Financial	15
Growth	15
Strategy	15
Competition	15
Dynamism	10
Total	100

Business Plan

Category	Points
Business	15
Product/Service	15
Marketing	15
Management	15
New Job Creation	15
New Revenue for the City	15
Compelling Narrative	10
Total	100

Final Presentation to Judges

Category	Points
Effective communication of the business plan, validation of funding request, and support for job creation	20



Judges' questions answered thoroughly and effectively	20
Knowledge, expertise, and ability of entrepreneur	20
Commercial viability of the venture	20
Overall effectiveness and quality of presentation	20
Total	100

7.3 *Participant Pitfalls*

These are common mistakes that participants should avoid at all costs!

- ⊗ Marketing activities with no strategic focus (ex. website development – launch and take orders with no particular strategy)
- ⊗ No competitive analysis
- ⊗ Unrealistic sales expectations
- ⊗ Financials that appear to be “pulled out of the air”
- ⊗ Lack of job creation details

7.4 *Structure of the Business Plan*

<u>The Business</u> • Legal structure and ownership • Industry, niche, or specialization • Key goals • Why does the business exist? • Prior entrepreneurship and management experience	<u>Product/Service</u> • Description of each product/service • What problem will it solve? • How does it benefit customers?
<u>Marketing</u> • Target market • Competitive environment • Distribution strategy • Pricing strategy • Promotion strategy • Positioning strategy	<u>Management</u> • Operation systems and process • Current employees • Job creation • Financials • Utilization of MDC funds

7.5 *Structure of the Final Presentations*

- ✓ Each finalist will receive a 30-minute slot in which to present. Each slot will consist of set up, presentation, question and answer with the judges, and clean up.



- ✓ The presentation order will be determined at random. All the finalists' names will be placed in order randomly and assigned a time slot.
- ✓ Only the business presenting, the judges, and the UTPB MEC Team are allowed in the room during the pitch.
- ✓ A one-hour break will be given to the judges halfway through the pitch presentations.
- ✓ After all the pitches have been presented, the judges will score each business. The scores will be averaged and ranked by the UTPB MEC Team and provided to the judges.
- ✓ The judges will determine how many of the top average scores will be declared winners and how much of the \$500,000 each winner will receive.
- ✓ Judges will not award more money than is requested by a business, however, less money can be awarded.
- ✓ The winners and losers will be informed of the results the next business day and the winners will be invited to the award ceremony.

8.0 Basics of Receiving the Award Money

8.1 Payment method

In the event you are a recipient of the award money, the total awarded amount will be given in installments that will be distributed shortly after the completion of the challenge by UTPB and be funded by Midland Development Corporation. The winning businesses must submit a W-9 form and UTPB New Vendor form to the program coordinator for funds to be dispersed. Checks will be mailed to the address listed. In addition, winners must:

- ✓ Be able to provide proof that the business headquarters is in the city of Midland to receive money.
- ✓ Show proof of a "business account" to deposit the monies. This must be kept in a separate bank account from any personal purchases.

8.2 Award Monies

Winners will receive their awarded monies from the challenge in installments. For a winner to receive an installment, they must provide invoices that are consistent with the strategy stated in the business plan. Those invoices will be approved or rejected by the UTPB MEC Program Coordinator. If approved, a check for the total amount of the approved invoices will be distributed by UTPB and mailed to the winner's address that was submitted on the UTPB New Vendor Form. If the winner changes his or her mailing address after submission of the UTPB New Vendor Form, it is the responsibility of the winner to notify the UTPB MEC Program Coordinator of the change.

After an installment has been issued to a winner, they will not be able to request additional funds until that winner provides receipts for the past approved invoices to be audited by the UTPB MEC Program Coordinator. This process will be repeated until the total award money has been distributed.

If MEC winners wish to use the award money for equity in a loan, they must provide a copy of the loan agreement to the MEC Program Coordinator at UTPB along with payment receipts.

8.3 Installments

If a winner receives an installment and does not spend the money in a specific amount of time determined by the UTPB MEC Program Coordinator, they will be required to give the money back to UTPB for holding. If a winner spends the approved installment on anything other than the approved invoices without consent from the UTPB MEC Program Coordinator, that winner will be in violation of the terms and conditions of the challenge and all monies must be paid back to the Midland Development Corporation through UTPB, and the winner will be banned from any future business challenges in which UTPB is involved.

8.4 Financing

A challenge participant is allowed to acquire bank financing or other investor financing before the completion of the competition with the plan to pay off or make payments on those loans with the anticipated award monies from the challenge. These plans need to be addressed in the business plan and/or approved by the UTPB MEC Program Coordinator before the funds are obtained and UTPB must receive a copy of the loan documents to keep on record. University of Texas Permian Basin, Midland Development Corporation, the judges, or any other entity involved with the Midland Entrepreneurial Challenge are not responsible for repaying the loans in the event the business does not receive funds from the challenge.

8.5 Seek Accounting Advice

Award money “IS” counted as taxable income. Participants are advised to consult a CPA for accounting advice regarding the funds.

9.0 Accountability for the Winners

9.1 Annual Reporting Requirements

The award money received from the challenge must only be spent on the items articulated in the business plan. The Midland Development Corporation also wants to track the benefit to the community. So long as the winners are following these guidelines for receipt of the

award monies, the MEC winners are only required to provide the following on an annual basis for five (5) years to the MEC Program Coordinator at UTPB:

- ✓ Income and balance statements (and loan payment receipts if applicable)
- ✓ Current number of employees
- ✓ Any business expansion or additional locations
- ✓ Any additional funding or financing

9.2 Reporting Requirement Deficiencies

If the winners fail to provide any of this information on an annual basis or are otherwise not following these guidelines for receiving award monies, UTPB may require the winner to submit the same information on a biannual basis in order to follow their progress more carefully.

9.3 Midland Presentation

At any time during the five (5) year period after receiving award monies from the Midland Entrepreneurial Challenge, the Midland Development Corporation Board of Directors may request a “State of your Business” presentation to the Midland Development Corporation Board of Directors monthly meeting. If a presentation is requested, the business owner(s) is highly encouraged to attend.

9.4 Violation of Terms

If the business fails to adhere to the requirements listed herein, the business will be in violation of the terms of the Midland Entrepreneurial Challenge and all monies received from the competition will have to be paid back to UTPB. If the business does not have the total amount available to reimburse at one time, a payment plan with interest will be arranged for the balance owed. The interest rate will be set at the SBA current loan rate plus prime. The length of the repayment plan will be determined by UTPB, but in no case will be longer than two years. In addition to paying back the awarded monies, all past winners that violate the terms and conditions of the competition will not be allowed to participate in any future competitions involving UTPB. Any monies recovered by UTPB under this section shall be returned to the Midland Development Corporation as soon as possible.

10.0 Marketing for the MEC

Marketing is a key piece of a successful program, which allows UTPB to promote the program broadly and recruit the best business opportunities from the City of Midland. UTPB’s marketing efforts are focused on brand awareness and promotion of our community. The success of the marketing campaigns are influenced by a strong strategy outlining both short & long-term objectives, timelines, and specific channels to jumpstart awareness to increase participation.

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10.1 Marketing Mediums

A variety of marketing mediums and platforms will be used including:

- Web via <https://midlandentrepreneurialchallenge.com/>
- Brochures
- Television
- Radio
- Newspaper
- News Releases
- Social Media
- Digital Ad Campaigns

10.2 Past Marketing Effort Engagement

Last year's program had 160 individuals signing up to attend one of the 3 orientation sessions which is the maximum number of registrations we can accommodate based on seating at the orientation venue, so the orientation sessions were completely full. This resulted in **59** registered businesses, with 50 businesses being admitted into the program and 9 making it onto the waiting list.

Below are some statistics on the marketing campaign from the previous year to demonstrate the reach that our efforts have yielded:

Social Advertising:

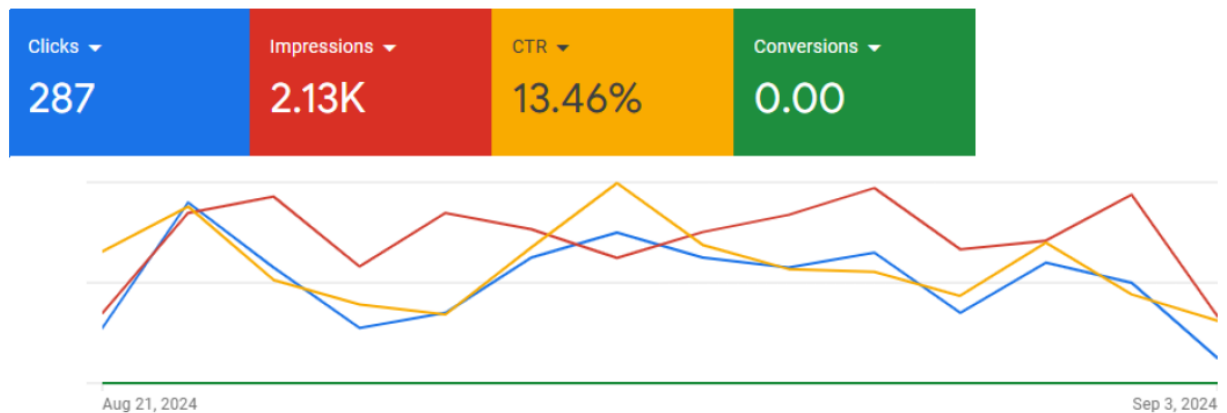
The social campaign targeted Midlanders interested in business planning, startups, small business ownership, and/or entrepreneurship.

- Link Clicks: 5,407
- Impressions: 666,481
- People Reached: 80,116
- Reactions: 140
- Comments: 6
- Shares: 30

Google Ads Search

Targeted people searching for the MEC, tips for starting a business, business funding, small business grants, and entrepreneurship.

- Clicks: 287
- Impressions Delivered: 2,132
- Click-Through Rate: 13.46% (*over 4X the average click-through rate of 3.17%*)



A survey was conducted of the businesses that attended the orientation sessions to identify which marketing channels were successful in reaching potential participants, and overwhelmingly the majority of attendees found out about the MEC through word of mouth with internet-based marketing efforts such as Facebook and Instagram coming in second.

Midland Entrepreneurial Challenge Proposal for 2025-2026

UTPB is very excited for the opportunity to once again partner with the Midland Development Corporation to support our local entrepreneurs and help grow and diversify the economy here in Midland. The community has come to know this event, and it is a time filled with anticipation and excitement. We have had an excellent set of winners each year, and take great pride in watching those business grow and become standouts in the local community. Following this year's proposal below is a summary of the past winners and some pictures from this last year's award ceremony. We are grateful for MDC's support of this very important program and look forward to another successful year.

Budget Overview

Award Money:	\$500,000
Personnel:	\$25,000
Program Operations:	\$30,000
Marketing:	\$6,000
TOTAL:	\$561,000

Note this amount does not include registration fees from the participants, which will vary based on the number of participants. Registration fees are used solely for Program Operations.

Budget Justification

Award Money

The most important category in the budget is the award money which is provided to the winning participants after completing the program and being selected by the judges. The prize purse ensures we have robust interest in the program and maintains competitiveness among the applicants to ensure a high quality of business entrants.

Award Money	\$500,000
TOTAL:	\$500,000

Personnel

The UTPB MEC Team will organize and execute the entire 6-month program and ensure that every aspect of this competition meets the expectations of the Midland Development Corporation. This compensation also covers the additional months of preparation and follow up with the participants for payments. This year's MEC Team: Dr. Brian Shedd, CC Serrato, and Danna Church will provide frequent updates to the board through the

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Executive Director of the MDC and be available for any questions during the challenge. In addition, the MEC team will be in constant communication with the Small Business Development Center to confirm the contestants are meeting with their staff on a regular basis.

Dr. Brian Shedd	\$10,000
CC Serrato	\$15,000
TOTAL:	\$25,000

Program Operations

The second category of program operations relates to actual program costs associated with delivery of the program. This includes any food/drink, giveaways, and costs associated with the orientation sessions and seminars. Program Operations also covers in-depth Business Consulting Support services that the businesses receive throughout the program, but specifically pertain to development of the Pitch document and the Business Plans. Also included here are all of the costs associated with the awards ceremony. The awards ceremony is the culmination of the program and is a celebration of all of the hard work put into the program by the award winners, judges, and UTPB MEC Team. The ceremony provides a chance for celebration and reflection of the commitment among our contestants, recognition of the devotion of our community judges and appreciation of the opportunity provided by Midland Development Corporation. This platform allows us to discuss the importance of their business in the community, and the achievement of the person being awarded. Gathering and sharing experiences is a very powerful means of encouragement. This past year, we had 108 attendees, including family and friends of our contestants, MDC board members, city officials, UTPB faculty and staff.

The requested funds for the program operations will cover a wide variety of items, including but not limited to, the cost of the venue, invitations, food, drinks, alcohol¹, award checks, plaques for the judges, decorations, music, and all other items deemed necessary for a successful program as determined by the UTPB MEC Team.

A rough breakdown of this category is shown below, but please note that funds may be shifted as needed at the discretion of the UTPB MEC Team.

Miscellaneous Program Expenses	\$1,000
Business Consulting Support	\$12,000
Awards Ceremony Event Coordinator	\$4,500

¹ Alcohol is only purchased and provided at the awards ceremony and no other events associated with the MEC.



Awards Ceremony Decorations	\$3,000
Awards Ceremony Event Venue	\$3,900
Awards Ceremony Food	\$5,600
TOTAL:	\$30,000

Marketing

We plan to utilize Armic Systems for the marketing campaign for the 2025-2026 MEC. Armic Systems has been our marketing partner for the MEC for the last 4 years. Based on the past work we have done with Armic Systems to conduct the marketing campaigns; we are realizing significant savings in the website management year to year. We have also reallocated the categories that we are spending our marketing dollars to spend significantly less on TV/radio and more on internet-based advertising. Overall, this has allowed us to maintain the same marketing budget for this year. The estimate we received for the marketing campaign for this year is as follows:

Website Management	\$1,250
Social Advertising (FB & IG)	\$2,536
Google Ads	\$1,350
Targeted Display Ads	\$864
TOTAL:	\$6,000

Previous Midland Entrepreneurial Challenge Winners

2024-2025



**Flourish Speech
Therapy**



Pearl Head Spa





**AnnGee's Barber
Academy**



KidTown Daycare



I'd Rather Bake



2023-2024

- MORPH Health Optimization Center
- Pachuco's
- Sable Controls
- Tall City Sneakers
- Tall City Speech

2022-2023

- Central Bites
- Midland Athletic Company
- The Tailgate
- Toya's Precious Jewels

2021-2022

- The Birth Center
- Magrym Consulting
- Midland AF
- TyPickle Pickles

2020-2021

No competition held this year

2019-2020

- Thermal Cam USA
- Topline Care Pharmacy
- Nothing Bundt Cakes
- Caprock Products DBA Kid Proof
- Four Hands Dental Academy

2018-2019

- Most Wanted Waste Disposal
- The Oilfield Photographer
- Piano Works Gallery & Clocks
- Tall City Brewing Co.
- Texland Collision

2017-2018

- Norman Elite
- Eccentric Brewery



City Council Meeting

Item Number: 7

Meeting Date: June 24, 2025, July 8, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH A STREET, APPROXIMATELY 75 FEET NORTH OF 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 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:

LaTrisha Satterwhite is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, for the property located at 106 South A Street for The Spot.

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 of the surrounding properties are zoned CB, Central Business District. The land use to the north consists of vacant lots, to the east is a restaurant, to the south is an auto parts store, and to the west is an office.

Analysis:

The subject property is located at 106 South A Street and is zoned CB, Central Business District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bar, The Spot, is 3,000 square feet and the proposed alcohol serviceable area is 1,581 square feet. There is an existing building on the property which was previously the location of the Buffalo Jo's restaurant. There is an existing SUD for the sale of alcohol for on-premises consumption which will expire in 2026. However, the new business, The Spot, is requesting this new SUD to accommodate their business.

The proposed days and hours of operation are:

**Monday through Thursday from 5 p.m. to 12 a.m. (midnight);
Friday from 5 p.m. to 2 a.m. of the following day; and
Saturday and Sunday from 11 a.m. to 2 a.m. of the following day**

The applicant is requesting the following alcohol serviceable hours.

**Monday through Thursday from 5 p.m. to 12 a.m. (midnight);
Friday from 5 p.m. to 2 a.m.; and
Saturday and Sunday from 11 a.m. to 2 a.m. of the following day**

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for The Spot is acceptable. The property must adhere to the maximum occupant load of 105 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 G.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 1,581 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**
- C. That the days and hours of alcoholic beverages sales and consumption shall be limited to:**
 - Monday through Thursday from 5 p.m. to 12 a.m.**
 - Friday from 5 p.m. to 2 a.m.**
 - Saturday and Sunday from 11 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**
- F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.**
- G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of June 20, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation



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 THE NORTH 65 FEET OF LOTS 10, 11, AND 12, BLOCK 15, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH A STREET, APPROXIMATELY 75 FEET NORTH OF 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 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 the north 65 feet of Lots 10, 11, and 12, Block 15, West End Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present 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 1,581 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:
- Monday through Thursday from 5:00 p.m. to 12:00 a.m. (midnight);
Friday from 5:00 p.m. to 2:00 a.m. of the following day; and
Saturday and Sunday from 11:00 a.m. to 2:00 a.m. of the following day.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

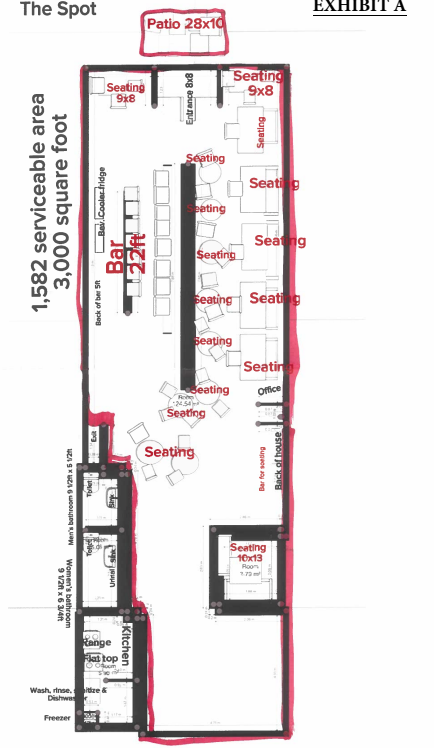
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

The Spot

EXHIBIT A



MIDLAND Planning Division		Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption		FOR STAFF'S USE ONLY Project Number: Case Number: <u>SUD 25-0203</u>	
Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>KATRISKA SATTERWHITE</u>		Address: <u>2712 Partridge St</u> <u>Midland</u>		Phone (HSA) <u>559-7049</u> Email: <u>kt.satterwhite@gmail.com</u> State: <u>TX</u> Zip: <u>79705</u>	
Property Owner Printed Name: <u>JUSTINO SOSA</u>		Address: <u>1501 Collage</u> <u>Midland</u>		Phone () Email: State: <u>TX</u> Zip: <u>79701</u>	
Representative (if different from Applicant or Property Owner) Firm: Printed Name:		Address: City: State: Zip:		Phone () Email:	
Street Address: <u>106 S. 14th</u>					
Business Name: <u>The Spot</u>					
Reason for Request: <u>to open restaurant/bar</u>					
Type of Business (Bar, Lounge, nightclub, etc.):					
Proposed/Current Days and Hours of Operation: <u>Monday - Saturday</u> <u>5pm-2am (weekdays)</u> <u>5p-12 (weekdays)</u>					
Proposed Days and Hours of Alcohol Service: <u>5pm-2am (weekdays)</u> <u>5pm-10pm (weekdays)</u>					
Total Square Footage of Business: <u>3,000 square ft</u>					
Square Footage of Alcohol Serviceable Area: <u>1,581 square ft</u> (Outline in red on floor plan)					
Restroom Fixtures: Men Women		Toilets/Urinals: 1 1 1 Toilets: 1		Bathroom Sinks: 1 Bathroom Sinks: 1	

Application will not be considered for scheduling until reviewed by a planner.

Submittal and Fees	
Items to be submitted with this application form:	
Application Fee of \$300 –	
• If by check, put Payable to the 'City of Midland'	
• If online, check email for invoice	
Dimensioned Floor Plan showing:	
• Seating	• Kitchen (if applicable)
• Exits	• Total Square Footage
• Restrooms	• Serviceable Square Footage (outlined in red & labeled)
Dimensioned Site Plan showing:	
• Parking	
• Business Footprint	
Digital Copies of Floor Plan & Site Plan (PDF/JPEG)	

Signatures	
Applicant (signature): <u>L. Satterwhite</u>	Date: <u>5.12.25</u>
Applicant (printed): <u>LATIFIA Satterwhite</u>	
Property Owner (signature): <u>Judeline B. Sosa</u>	Date: <u>5.12.25</u>
Property Owner (printed): <u>Judeline B. Sosa</u>	
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 <u>Latifia Satterwhite</u> who, being by me duly sworn, upon oath says: That (s)he is authorized by <u>Judeline Sosa</u> , 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.	
<u>L. Satterwhite</u> Authorized Agent (signature)	
Subscribed and sworn to before me, this <u>12th</u> day of <u>May</u> , 20 <u>25</u> , to certify which witness my hand and seal of office.	
	<u>[Signature]</u> NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

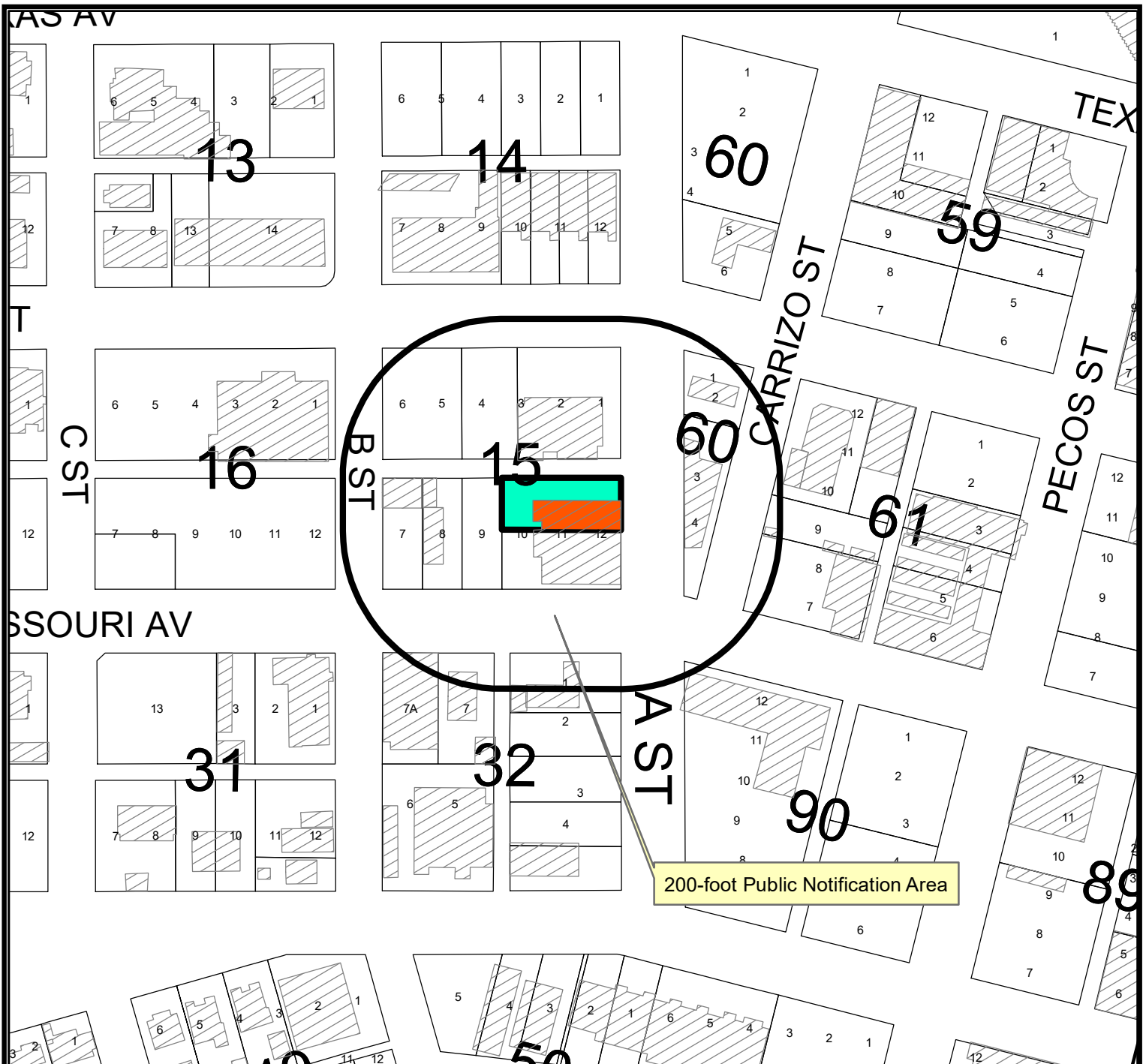
****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Floor Plan
☒ Application Fee	☒ Site Plan
Check # <u>10000</u>	☒ Plans in Digital Format (PDF/JPEG)
Received By: <u>MAIS</u>	Date: <u>MAY 19 2025</u>

Initial MAIS

Application will not be considered for scheduling until reviewed by a planner.

SUD Alcoholic Beverages Application 1 of 3 Revised 07/25/2024



LOCATION MAP

SUD-25-0203

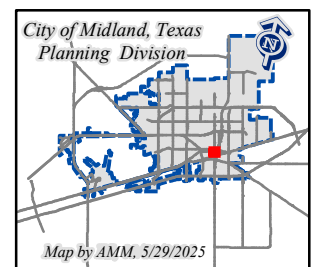
Scale: 1" = 200'

Consider a request by LaTrisha Satterwhite for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on-premises consumption in a Bar, on the North 65 feet of Lots 10, 11, and 12, Block 15, West End Addition, City and County of Midland, Texas

Generally located on west side of South A Street, approximately 75 feet north of West Missouri Avenue. 7.13 (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

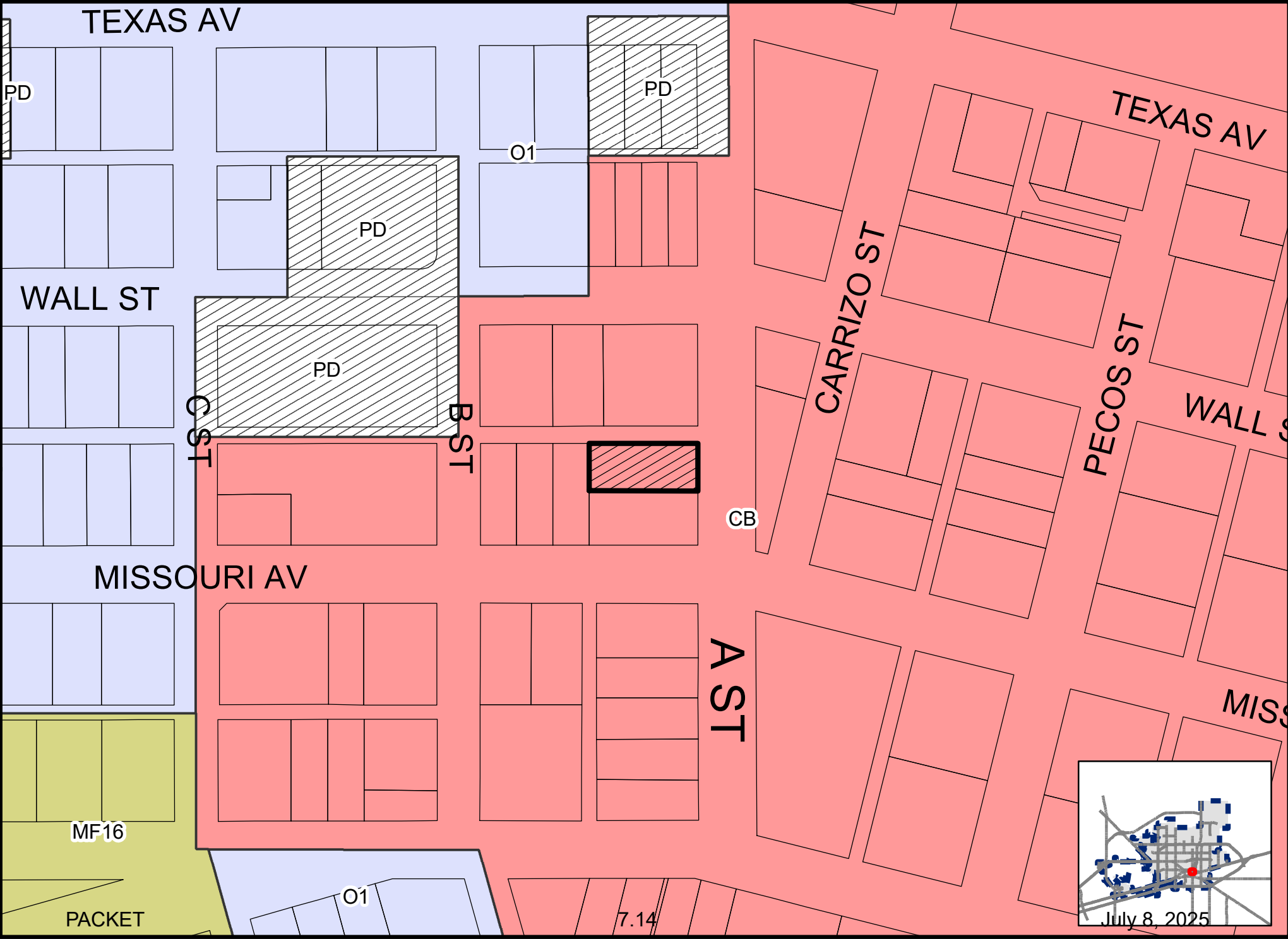


©THE CITY OF MIDLAND - 2021

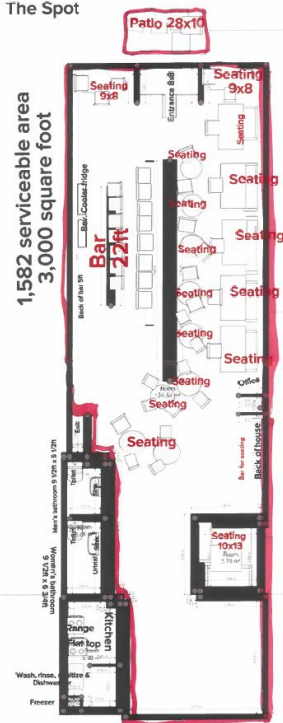
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT OR IS NOT TO BE USED FOR MAKING TO ANY OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

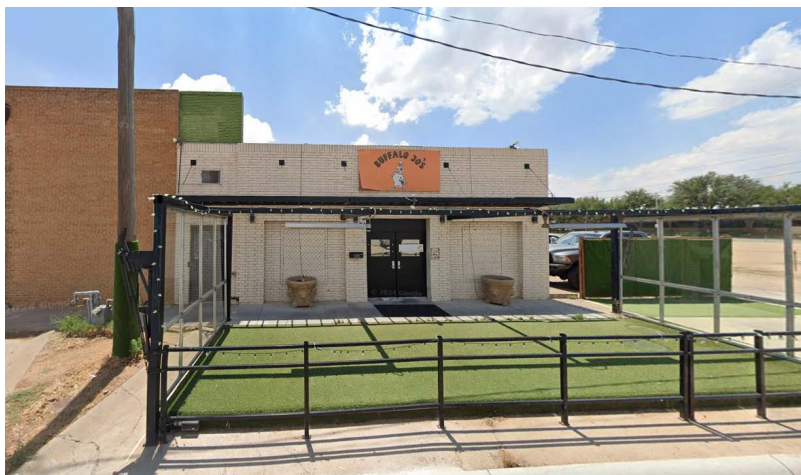
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

JUN 8 2025



The Spot

EXHIBIT A

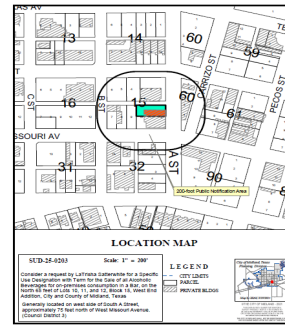






APPLICATION SUMMARY

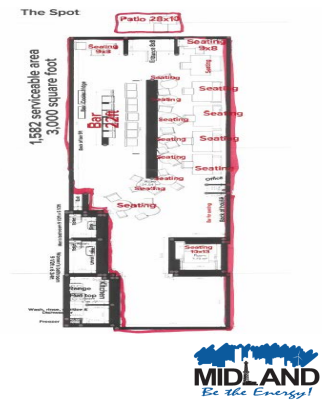
- **Applicant:** LaTrisha Satterwhite
- **Property Owner:** Justine Sosa
- **Location:** 106 South A Street
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

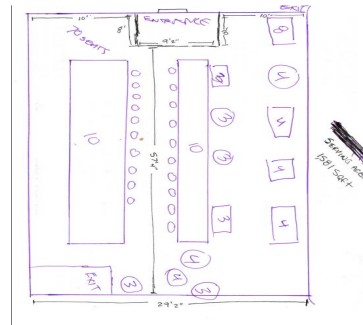
- For Proposed Bar
 - Previously Buffalo Jo's Restaurant
- **Area of Business:** 3,000 SF
- **Serviceable Area:** 1,581 SF
- **Hours of Operation and Sales of alcohol:**
Monday through Thursday from 5 p.m. to 12 a.m. Friday from 5 p.m. to 2 a.m. Saturday and Sunday from 11 a.m. to 2 a.m.
- In process for TABC

3



EXISTING SUD

- Buffalo Jo's SUD
- Approved on May 10, 2022
- Expires on May 10, 2026
- **Area of Business:** 3,000 SF
- **Serviceable Area:** 1,581 SF
- **Hours of Operation and Sales of Alcohol:** Tuesday to Sunday from 11 a.m. to 12 a.m.

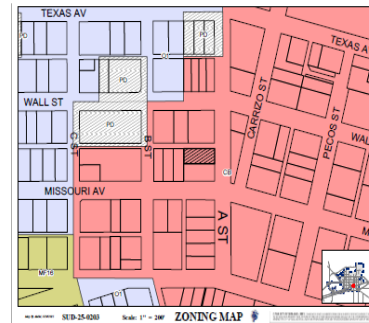


4

MIDLAND
Be the Energy!

ZONING

- **Current Zoning:** CB, Central Business
- **Surrounding Zoning:**
 - CB, Central Business
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
 - **North and South:** Retail Businesses
 - **East and West:** Vacant
- **Proposed Use:** Bar



6



On South A Street, Looking West

7



COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”

8



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business*.

9



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission approved of this request on June 16, 2025
- Staff recommends approval of this request with the following conditions:
 - A. That the serviceable area of the Establishment shall be limited to approximately 1,581 square feet as shown Exhibit A, which is attached hereto and incorporated herein for all purposes.

11



STAFF'S RECOMMENDATION

- B. That the sale and on-premises consumption of alcohol beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverages sales and consumption shall be limited to the following: Monday through Thursday from 5 p.m. to 12 a.m.(midnight); and Friday from 5 p.m. to 2 a.m. of the following day; Saturday and Sunday from 11 a.m. to 2 a.m. of the following day.

12



STAFF'S RECOMMENDATION

- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

13



STAFF'S RECOMMENDATION

- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

14







City Council Meeting

Item Number: 8

Meeting Date: June 24, 2025, July 8, 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 10, LYNDSIDE NEIGHBORHOOD, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST SCHARBAUER DRIVE AND NORTH TYLER STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL 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:

Bertha Ramirez is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 1110 East Scharbauer Drive for Casa Blanca Ballroom.

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 properties to the north are zoned RR, Regional Retail District, and are vacant lots. The properties to the east are zoned TH, Townhouse (Attached) Dwelling District and O-1, Office District, and is residential. The properties to the south are zoned O-1, Office District, and consist of vacant lots and single-family housing. The property to the west is zoned RR, Regional Retail District, and is an automotive shop.

Analysis:

The subject property is located at 1110 East Scharbauer Drive and is zoned RR, Retail Regional District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the Special Events Center, Casa Blanca Ballroom, is 17,133.72 square feet and the proposed alcohol serviceable Area is 11,960 square feet. There is an existing building on the property which was previously used as a event venue by Crown Royal Club. The property does not currently have an SUD for the sale of alcohol for on-premises consumption. The new business, Casa Blanca Ballroom, is attempting to obtain their TABC license but must first obtain their SUD.

The proposed days and hours of operation are:

Monday through Sundays from 9 a.m. to 2 a.m.
Sundays from 10 a.m. to 2 a.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Sundays from 9 a.m. to 2 a.m.
Sundays from 10 a.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for the Casa Blanca Ballroom is acceptable. The property must adhere to the maximum occupant load of 797 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 Special Events Center, subject to Condition A through G.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 11,960 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**
- C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Monday through Saturdays from 9 a.m. to 2 a.m. Sundays 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**

- F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.
- G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of June 13, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation



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 10, LYNDSIDE NEIGHBORHOOD, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST SCHARBAUER DRIVE AND NORTH TYLER STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL 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 10, Lynside Neighborhood, Section 2, 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 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 11,960 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 9:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

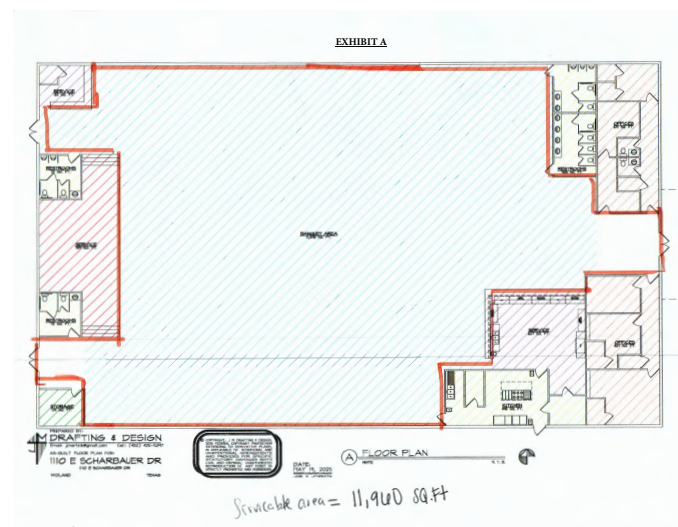
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

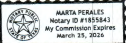
Nicholas Toulet, Interim City Attorney



		Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption		FOR STAFF'S USE ONLY Project Number Case Number	
Applicant (if acting as Agent, see affidavit on page 2)		Phone (432) 559-5090		Email	
Printed Name: <u>Berta Ramirez</u>		State: <u>TX</u>		Zip: <u>79706</u>	
Address: <u>1401 W. 10th Rd 130</u>		City: <u>Midland</u>		Zip: <u>79706</u>	
Property Owner		Phone (432)		Email	
Printed Name: <u>Casa Blanca Ramirez, Inc. LLC</u>		State: <u>TX</u>		Zip: <u>79706</u>	
Address: <u>1401 W. 10th Rd 130</u>		City: <u>Midland</u>		Zip: <u>79706</u>	
Representative (if different from Applicant or Property Owner)		Phone ()		Email	
Printed Name:		State:		Zip:	
Address:		City:		Zip:	
Street Address: <u>110 E. Scharbauer Dr.</u>					
Business Name: <u>Casa Blanca Ballroom</u>					
Reason for Request: <u>TABC</u>					
Type of Business (restaurant, bar, lounge, nightclub, etc.): <u>Venue</u>					
Proposed/Current Days and Hours of Operation: <u>Monday - Friday - 9am - 2am</u> <u>Saturday - 11am - 2am</u> <u>Sunday - 11am - 2am</u>					
Proposed Days and Hours of Alcohol Service: <u>Monday - Sunday 9am - 2am</u>					
Total Square Footage of Business: <u>17,123.72 SQ. FT.</u>					
Square Footage of Alcohol Serviceable Area: <u>11,940</u>					
(Outline in red on floor plan)					
Restroom Fixtures:		Men		Toilets/Urinals: # <u>5</u>	
Women		Toilets: <u>7</u>		Bathroom Sinks: # <u>5</u>	

Application will not be considered for scheduling until reviewed by a planner.

SUD Alcoholic Beverages Application 1 of 2 Revised 07/25/2024

Submittal and Fees	
Items to be submitted with this application form:	
Application Fee of \$300 –	
• If by check, put Payable to the 'City of Midland'	
• If online, check email for invoice	
Dimensioned Floor Plan showing:	
• Seating	• Kitchen (if applicable)
• Exits	• Total Square Footage
• Restrooms	• Serviceable Square Footage (outlined in red & labeled)
Dimensioned Site Plan showing:	
• Parking	
• Business Footprint	
Digital Copies of Floor Plan & Site Plan (PDF/JPEG)	
Signatures	
Applicant (signature): <u>[Signature]</u>	Date: <u>5-20-2025</u>
Applicant (printed): <u>Barthe Bagnice</u>	
Property Owner (signature): <u>[Signature]</u>	Date: <u>5-20-2025</u>
Property Owner (printed): <u>Barthe Bagnice</u>	
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 <u>Barthe Bagnice</u> , who, being by me duly sworn, upon oath says: That (s)he is authorized by <u>Barthe Bagnice</u> , the owner of the above described property, to fully represent him/her in this application and that (s)he has the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.	
Subscribed and sworn to before me, this <u>13th</u> day of <u>May</u> , 20 <u>25</u> , to certify which witness my hand and seal of office.	
	Authorized Agent (signature) <u>[Signature]</u> NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

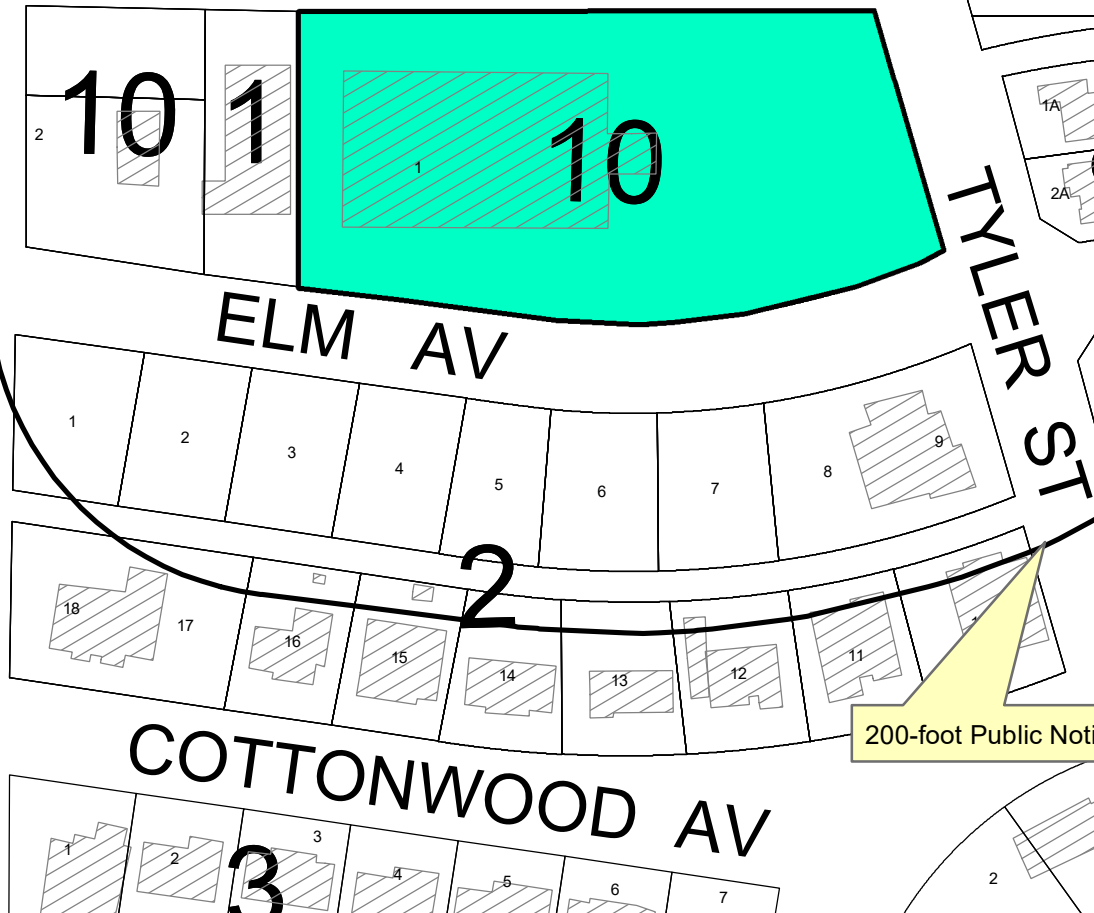
SUD Alcoholic Beverages Application 2 of 2 Revised 07/25/2024

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Floor Plan
☐ Application Fee	☒ Site Plan
Check # <u>Invoice</u>	☐ Plans in Digital Format (PDF/JPEG)
Received By: <u>KXS</u>	Date: RECEIVED MAY 20 2025 Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****

SUD Alcoholic Beverages Application 3 of 3 Revised 07/25/2024

Scharbauer Draw



200-foot Public Notification Area

Location Map

SUD-25-0204

Scale: 1" = 800'

Consider a request by Bertha Ramirez for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on Premises consumption in a Wedding Chapel, Reception Facility, Special Events Center, on Lot 1, Block 10, Lynside Neighborhood, Section 2, City and County of Midland, Texas. (Council District 2)

PACKET

8.13

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

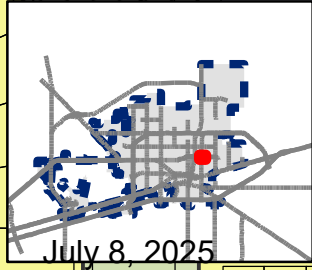
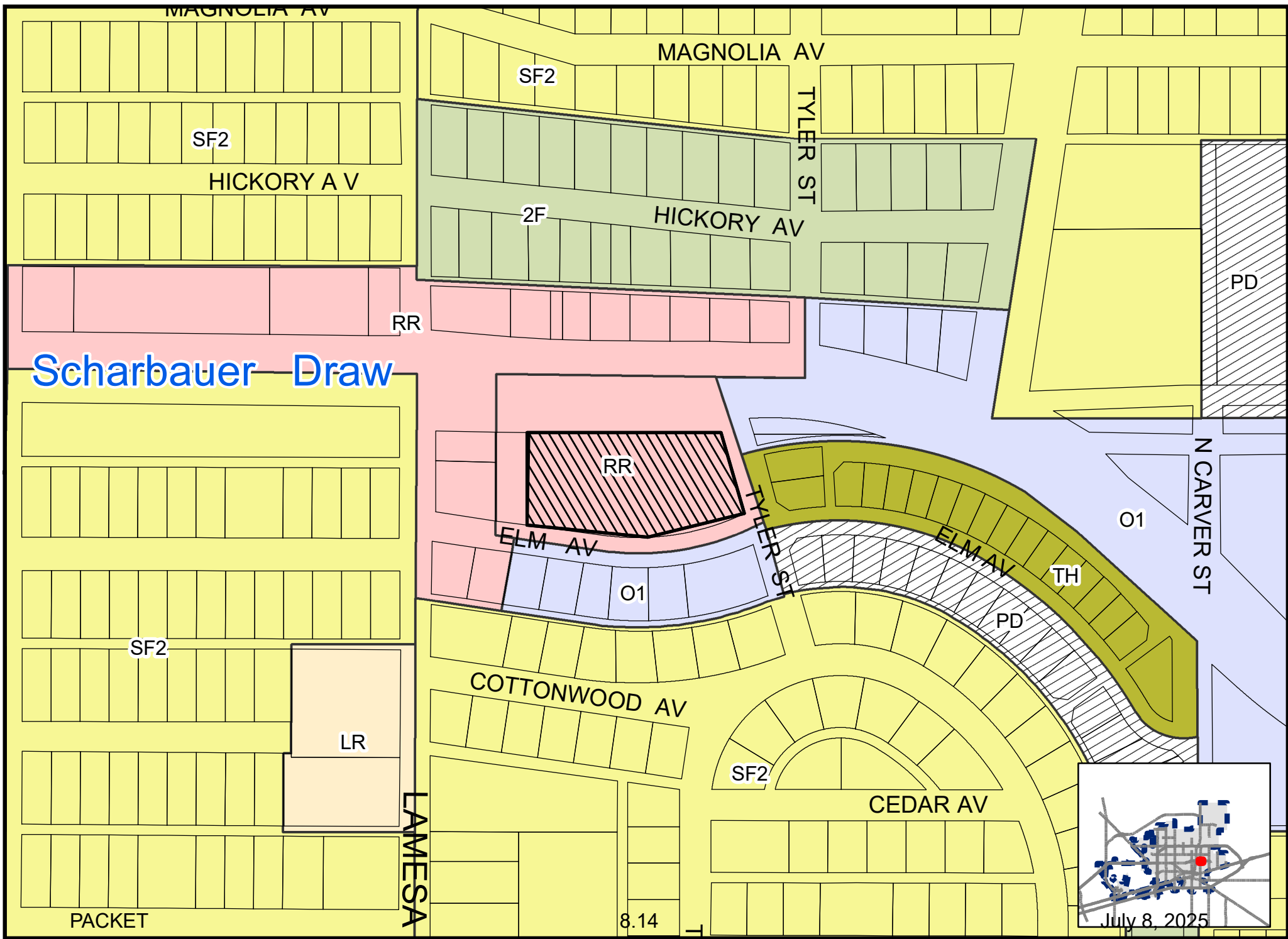


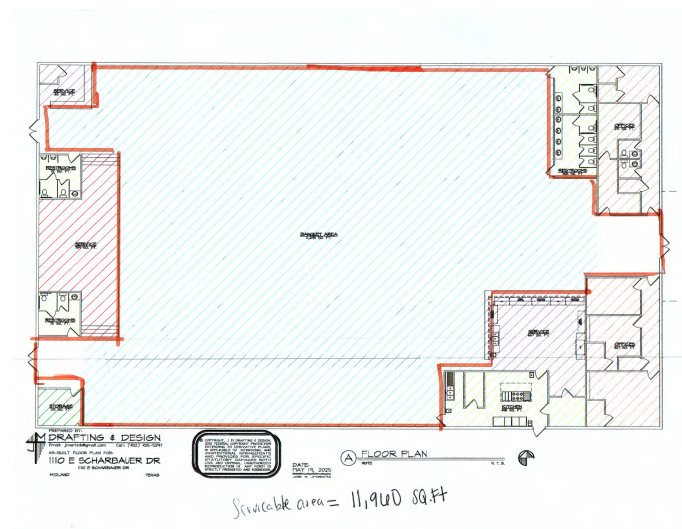
©THE CITY OF MIDLAND - 2021

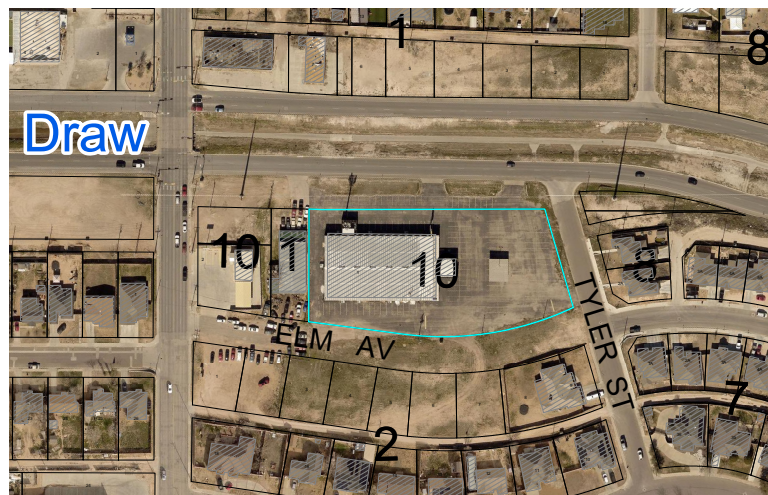
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

JUN 8 2025





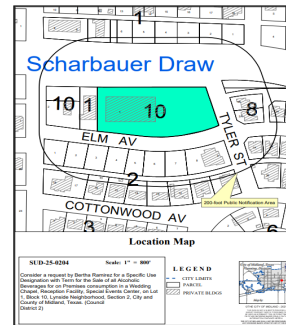






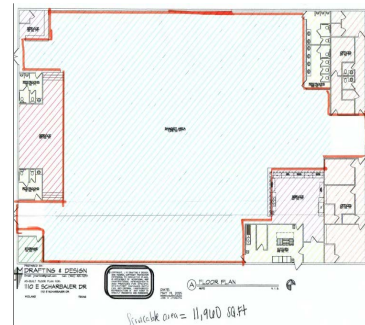
APPLICATION SUMMARY

- **Applicant and Property Owner:** Bertha Ramirez
- **Location:** 1110 East Sharbauer Drive
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

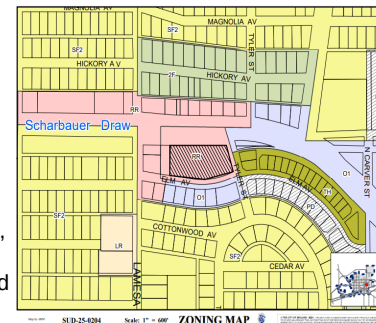
- For Existing Event Center
 - Previously Crown Royal Club
- **Area of Business:** 17,133 SF
- **Serviceable Area:** 11,960 SF
- **Hours of Operation:** Monday to Saturday from 9 a.m. to 2 a.m.
Sundays from 10 a.m. to 2 a.m.
- **Proposed Hours of Alcohol Service:** Same as hours of operation



3

ZONING

- **Current Zoning:** RR, Regional Retail
- **Surrounding Zoning:**
 - **North and West:** RR, Regional Retail
 - **South:** O1, Office District
 - **East:** O1, Office District and TH, Townhome Dwelling District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



4

LAND USE

- **Current Use:** Special Event Center
- **Surrounding Uses:**
 - **North:** Vacant buildings
 - **South and East:** Residential
 - **West:** Automotive Shop



5



On North Tyler Street, Looking West

6



COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”

8



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business*.

9



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:
 - A. That the serviceable area of the Establishment shall be limited to approximately 11,960 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purpose.

11



STAFF'S RECOMMENDATION

- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following: Monday through Saturday from 9:00 a.m. to 2:00 a.m. of the following day; and Sunday from 10:00 a.m. to 2:00 a.m. of the following day

12



STAFF'S RECOMMENDATION

- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

13



STAFF'S RECOMMENDATION

- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance

14







City Council Meeting

Item Number: 9
Meeting Date: June 24, 2025, July 8, 2025
To: City Council / City Manager
From: Elizabeth Triggs, Director
Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF MIDLAND, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

An ordinance of the City Council of the City of Midland, Texas, to consider and approve an ordinance adopting the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Two (TIRZ No. 2), City of Midland, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

All incremental tax value above the base year value will be deposited into the TIRZ Fund to support eligible redevelopment projects within the zone.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The City Council previously established TIRZ No. 2 by Ordinance No. 10448 on November 14, 2023, under the authority of Chapter 311 of the Texas Tax Code. The purpose of this zone is to encourage public-private partnerships to stimulate redevelopment and infrastructure improvements in targeted areas of the city.

As required by Section 311.011 of the Texas Tax Code, a Final Project and Financing Plan has been prepared and was reviewed and recommended for approval by the Tax Increment Reinvestment Zone Number Two Board of Directors on May 28, 2025. The ordinance presented for Council's consideration includes the Plan as Exhibit "A" and confirms that the Plan is feasible and aligns with the City's comprehensive planning objectives.

A public hearing is not required for the adoption of the Final Project and Financing Plan, per the applicable statute.

The ordinance also authorizes the TIRZ No. 2 Board of Directors to implement economic development programs under the City's authority provided in Chapter 380 of the Texas Local Government Code. These programs may include public improvements, infrastructure, and grant-making efforts to promote economic activity within the zone.

Approval of this ordinance will formally adopt the Plan and allow for implementation to begin.



City Manager's Office

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND,
TEXAS, APPROVING A PROJECT AND FINANCING PLAN FOR TAX
INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF
MIDLAND, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF
THE TEXAS TAX CODE**

WHEREAS, the City of Midland, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, on November 14, 2023 the City Council of the City of Midland, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10448 designating a contiguous geographic area within the City as Reinvestment Zone Number Two, City of Midland, Texas (the “Zone”); and

WHEREAS, in accordance with Section 311.011(a) of the Act, on May 28, 2025, the Board of Directors of the Zone (the “Board”) adopted the final Project and Financing Plan (the “Plan”), which is attached hereto and incorporated herein for all purposes, and submitted the Plan to the City for the City Council’s final approval; and

WHEREAS, the City Council finds it to be in the public interest to approve the Plan in accordance with Section 311.011(b) of the Act;

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

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council hereby makes the following findings of fact:

- (a) That the Plan includes all information required by Section 311.011(b) and (c) of the Act; and
- (b) That the Plan is feasible and conforms to the City's master plan.

SECTION THREE. APPROVAL OF PLAN.

That based on the findings set forth in Section Two of this Ordinance, the Plan is hereby approved.

SECTION FOUR. BOARD OF DIRECTORS.

That pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended. The Board's establishment and administration of a program authorized by this paragraph, including but not limited to an agreement, amendment of an agreement, or renewal of an agreement authorized by Chapter 380, Local Government Code, in conjunction with the Act, shall be of no force or effect unless it is approved by the City Council.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issue bonds, (ii) impose taxes or fees, (iii) exercise the power of eminent domain, or (iv) give final approval to amendments of the Plan.

SECTION FIVE. SEVERABILITY CLAUSE.

That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

That it is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

That this Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

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 ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

EXHIBIT A
Final Project and Financing Plan

Tax Increment Reinvestment Zone #2
City of Midland, Texas

PROJECT AND FINANCING PLAN
JUNE 2025



Project and Financing Plan, TIRZ #2



Table of Contents

■ Introduction 2

■ TIRZ Boundary 2

■ Current Conditions & Ownership 3

■ Proposed Development 4

■ Project Costs 5

■ Financial Feasibility Analysis 7

■ Terms and Conditions 14

■ Appendix A 25

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to make key project assumptions periodically to ensure that they are still valid.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Heman Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool includes 253,000 professionals, with the educational expertise and technical aptitude to serve in any industry.

Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

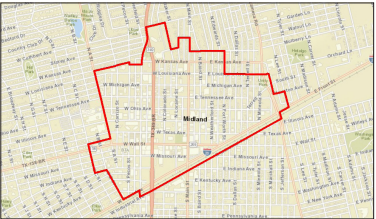
Introduction

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2022, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, approved an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of \$124,500,332 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



— TIRZ Boundary

TIRZ Boundary	
Boundary Description TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.	
Legal Description TIRZ #2 Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then East along the northern boundary of said alley, to the western right of way line of "A" St., then North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then East along the northern boundary of said alley, across Carrito St., to the EW alley in Block 1, Elmwood Addition, then East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St., then South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then East along the northern right of way line of Walcott St. to the western right of way line of Loraine St., then North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then	 East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then South along the eastern boundary of said alley to the southern right of way line of South St., then West along said line to the SE corner of South St. and Lamesa Rd., then South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.
Project and Financing Plan, TIRZ #2 2 DAVID PETTIT Economic Development	

Current Conditions

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is \$534,738,217, for the City of Midland, as provided by the Midland Central Appraisal District. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Proposed Development

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year ending April in this market with less than 26,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices went up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 30 nationally for annual apartment demand, absorbing over 1,350 units in the year-ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TRZ during the term of the TRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Placencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland/Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TRZ could be financed in part by incremental real property tax generated within the TRZ.

	Projected Completion Date	Units/Sf	RP Taxable Value per Unit/SF	Incremental Value
TRZ #2				
Hotel	2025	80	\$ 125,000	\$ 10,000,000
Hotel	2026	135	\$ 125,000	\$ 16,875,000
Multifamily	2027	175	\$ 150,000	\$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	\$ 90,000	\$ 4,500,000
Retail	2028	2,500	\$ 500	\$ 1,250,000
Multifamily	2029	175	\$ 150,000	\$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	\$ 90,000	\$ 4,500,000
Retail	2030	2,500	\$ 500	\$ 1,250,000
Total				

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TRZ.

Proposed Project Costs - TRZ #2			
Public Utilities	\$	17,374,046	14.0%
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements			
Parking and Transit Improvements	\$	31,025,083	25.0%
Street and Intersection Improvements	\$	12,410,833	10.0%
Pedestrian Enhancements	\$	18,615,050	15.0%
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience			
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$	12,410,833	10.0%
Economic Development Grants	\$	31,025,083	25.0%
Administrative Costs	\$	1,341,003	1.0%
Total	\$	124,100,332	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$124,100,332 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- (C) real property assembly costs;
- (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
- (F) relocation costs;
- (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
- (I) the cost of operating the reinvestment zone and project facilities;
- (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
- (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Project Costs

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages, surface parking, parking lighting, parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalytic investment areas. In accordance with Sec. 311.008-451, TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010-1a) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City to assist with implementation within the TIRZ, will be eligible for reimbursement as project costs upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone.

Subject to separate interlocal agreement, Midland County may contribute 100% of the real property increment within the Zone, not to exceed \$24,263,821 over the term of the Zone.

Subject to separate interlocal agreement, Midland Hospital may contribute 100% of the real property increment within the Zone, not to exceed \$14,747,762 over the term of the Zone.

Subject to separate interlocal agreement, Midland College may contribute 100% of the real property increment within the Zone, not to exceed \$15,613,044 over the term of the Zone.

Debt Service

It is not anticipated at this time that the TRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TRZ #2	Real Property Tax - 2024 Rates	Participation	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.13151790	100%	0.1315179
Midland Hospital	0.07630500	100%	0.0763050
Midland College	0.06298000	100%	0.0629800
Midland ISD	0.87700000	0%	0.0000000
	1.51882600		0.6415260

Personal Property Tax		Participation	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13151790	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.06298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51882600		0.0000000

Sales Tax		Participation	
City of Midland	0.01250000	0%	0.0000000
Midland County	0.00500000	0%	0.0000000
	0.01750000		0.0000000

[illegible]

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050	Property Tax	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	
	Sales Tax	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	567,890	
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	Other Taxes	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	
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Financial Feasibility Analysis - Hotel Occupancy Tax

HOT Generated		1	2	3	4	5	6	7	8	9	10	11	12	13	14
Revenue Year		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax		-	-	-	20,000	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Available Rooms		-	-	-	28,480	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
# of Occupied Rooms		-	-	-	20,000	38,453	38,453	38,453	38,453	38,453	38,453	38,453	38,453	38,453	38,453
Average Daily Rate		-	-	-	\$ 175.00	\$ 199.44	\$ 199.44	\$ 199.44	\$ 199.44	\$ 199.44	\$ 199.44	\$ 199.44	\$ 199.44	\$ 199.44	\$ 199.44
Annual Taxable Revenue		\$ -	\$ -	\$ -	\$ 1,400,000	\$ 7,877,788	\$ 7,877,788	\$ 7,877,788	\$ 7,877,788	\$ 7,877,788	\$ 7,877,788	\$ 7,877,788	\$ 7,877,788	\$ 7,877,788	\$ 7,877,788
City Tax Rate	7%	\$ -	\$ -	\$ -	\$ 250,000	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522
State Tax Rate	4%	\$ -	\$ -	\$ -	\$ 112,000	\$ 313,911	\$ 313,911	\$ 313,911	\$ 313,911	\$ 313,911	\$ 313,911	\$ 313,911	\$ 313,911	\$ 313,911	\$ 313,911
		\$ -	\$ -	\$ -	\$ 362,000	\$ 1,015,433	\$ 1,015,433	\$ 1,015,433	\$ 1,015,433	\$ 1,015,433	\$ 1,015,433	\$ 1,015,433	\$ 1,015,433	\$ 1,015,433	\$ 1,015,433

15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933	54,933
\$ 288.37	\$ 300.63	\$ 313.40	\$ 326.72	\$ 340.61	\$ 355.18	\$ 369.51	\$ 383.58	\$ 397.39	\$ 410.91	\$ 424.23	\$ 437.35	\$ 450.27	\$ 463.00	\$ 475.54	\$ 487.89
\$ 12,445,912	\$ 12,574,557	\$ 12,710,522	\$ 12,854,062	\$ 13,005,639	\$ 13,165,815	\$ 13,334,241	\$ 13,511,567	\$ 13,697,451	\$ 13,891,551	\$ 14,093,535	\$ 14,303,084	\$ 14,520,000	\$ 14,744,101	\$ 14,975,220	\$ 15,213,291
\$ 1,108,864	\$ 1,155,981	\$ 1,205,120	\$ 1,256,338	\$ 1,309,732	\$ 1,365,366	\$ 1,423,425	\$ 1,483,921	\$ 1,546,987	\$ 1,612,734	\$ 1,681,275	\$ 1,752,730	\$ 1,827,221	\$ 1,904,877	\$ 1,985,830	\$ 2,070,233
\$ 890,495	\$ 950,849	\$ 1,012,660	\$ 1,076,881	\$ 1,143,651	\$ 1,213,120	\$ 1,285,439	\$ 1,360,759	\$ 1,439,230	\$ 1,521,005	\$ 1,606,334	\$ 1,695,365	\$ 1,788,252	\$ 1,885,150	\$ 1,986,222	\$ 2,091,625
\$ 2,000,310	\$ 2,146,836	\$ 2,258,180	\$ 2,335,189	\$ 2,400,383	\$ 2,455,755	\$ 2,503,364	\$ 2,554,344	\$ 2,608,951	\$ 2,667,426	\$ 2,729,021	\$ 2,793,905	\$ 2,862,349	\$ 2,934,614	\$ 3,010,061	\$ 3,088,951
															\$ 324,826,978
															\$ 325,853,340
															\$ 324,113,101

Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

		2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		2043		2044		2045		2046		2047		2048		2049		2050		2051		2052		2053		2054		2055		2056		2057		2058		2059		2060		2061		2062		2063		2064		2065		2066		2067		2068		2069		2070		2071		2072		2073		2074		2075		2076		2077		2078		2079		2080		2081		2082		2083		2084		2085		2086		2087		2088		2089		2090		2091		2092		2093		2094		2095		2096		2097		2098		2099		2100		2101		2102		2103		2104		2105		2106		2107		2108		2109		2110		2111		2112		2113		2114		2115		2116		2117		2118		2119		2120		2121		2122		2123		2124		2125		2126		2127		2128		2129		2130		2131		2132		2133		2134		2135		2136		2137		2138		2139		2140		2141		2142		2143		2144		2145		2146		2147		2148		2149		2150		2151		2152		2153		2154		2155		2156		2157		2158		2159		2160		2161		2162		2163		2164		2165		2166		2167		2168		2169		2170		2171		2172		2173		2174		2175		2176		2177		2178		2179		2180		2181		2182		2183		2184		2185		2186		2187		2188		2189		2190		2191		2192		2193		2194		2195		2196		2197		2198		2199		2200		2201		2202		2203		2204		2205		2206		2207		2208		2209		2210		2211		2212		2213		2214		2215		2216		2217		2218		2219		2220		2221		2222		2223		2224		2225		2226		2227		2228		2229		2230		2231		2232		2233		2234		2235		2236		2237		2238		2239		2240		2241		2242		2243		2244		2245		2246		2247		2248		2249		2250		2251		2252		2253		2254		2255		2256		2257		2258		2259		2260		2261		2262		2263		2264		2265		2266		2267		2268		2269		2270		2271		2272		2273		2274		2275		2276		2277		2278		2279		2280		2281		2282		2283		2284		2285		2286		2287		2288		2289		2290		2291		2292		2293		2294		2295		2296		2297		2298		2299		2300		2301		2302		2303		2304		2305		2306		2307		2308		2309		2310		2311		2312		2313		2314		2315		2316		2317		2318		2319		2320		2321		2322		2323		2324		2325		2326		2327		2328		2329		2330		2331		2332		2333		2334		2335		2336		2337		2338		2339		2340		2341		2342		2343		2344		2345		2346		2347		2348		2349		2350		2351		2352		2353		2354		2355		2356		2357		2358		2359		2360		2361		2362		2363		2364		2365		2366		2367		2368		2369		2370		2371		2372		2373		2374		2375		2376		2377		2378		2379		2380		2381		2382		2383		2384		2385		2386		2387		2388		2389		2390		2391		2392		2393		2394		2395		2396		2397		2398		2399		2400		2401		2402		2403		2404		2405		2406		2407		2408		2409		2410		2411		2412		2413		2414		2415		2416		2417		2418		2419		2420		2421		2422		2423		2424		2425		2426		2427		2428		2429		2430		2431		2432		2433		2434		2435		2436		2437		2438		2439		2440		2441		2442		2443		2444		2445		2446		2447		2448		2449		2450		2451		2452		2453		2454		2455		2456		2457		2458		2459		2460		2461		2462		2463		2464		2465		2466		2467		2468		2469		2470		2471		2472		2473		2474		2475		2476		2477		2478		2479		2480		2481		2482		2483		2484		2485		2486		2487		2488		2489		2490		2491		2492		2493		2494		2495		2496		2497		2498		2499		2500		2501		2502		2503		2504		2505		2506		2507		2508		2509		2510		2511		2512		2513		2514		2515		2516		2517		2518		2519		2520		2521		2522		2523		2524		2525		2526		2527		2528		2529		2530		2531		2532		2533		2534		2535		2536		2537		2538		2539		2540		2541		2542		2543		2544		2545		2546		2547		2548		2549		2550		2551		2552		2553		2554		2555		2556		2557		2558		2559		2560		2561		2562		2563		2564		2565		2566		2567		2568		2569		2570		2571		2572		2573		2574		2575		2576		2577		2578		2579		2580		2581		2582		2583		2584		2585		2586		2587		2588		2589		2590		2591		2592		2593		2594		2595		2596		2597		2598		2599		2600		2601		2602		2603		2604		2605		2606		2607		2608		2609		2610		2611		2612		2613		2614		2615		2616		2617		2618		2619		2620		2621		2622		2623		2624		2625		2626		2627		2628		2629		2630		2631		2632		2633		2634		2635		2636		2637		2638		2639		2640		2641		2642		2643		2644		2645		2646		2647		2648		2649		2650		2651		2652		2653		2654		2655		2656		2657		2658		2659		2660		2661		2662		2663		2664		2665		2666		2667		2668		2669		2670		2671		2672		2673		2674		2675		2676		2677		2678		2679		2680		2681		2682		2683		2684		2685		2686		2687		2688		2689		2690		2691		2692		2693		2694		2695		2696		2697		2698		2699		2700		2701		2702		2703		2704		2705		2706		2707		2708		2709		2710		2711		2712		2713		2714		2715		2716		2717		2718		2719		2720		2721		2722		2723		2724		2725		2726		2727		2728		2729		2730		2731		2732		2733		2734		2735		2736		2737		2738		2739		2740		2741		2742		2743		2744		2745		2746		2747		2748		2749		2750		2751		2752		2753		2754		2755		2756		2757		2758		2759		2760		2761		2762		2763		2764		2765		2766		2767		2768		2769		2770		2771		2772		2773		2774		2775		2776		2777		2778		2779		2780		2781		2782		2783		2784		2785		2786		2787		2788		2789		2790		2791		2792		2793		2794		2795		2796		2797		2798		2799		2800		2801		2802		2803		2804		2805		2806		2807		2808		2809		2810		2811		2812		2813		2814		2815		2816		2817		2818		2819		2820		2821		2822		2823		2824		2825		2826		2827		2828		2829		2830		2831		2832		2833		2834		2835		2836		2837		2838		2839		2840		2841		2842		2843		2844		2845		2846		2847		2848		2849		2850		2851		2852		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Financial Feasibility Analysis - Summary

Revenue Summary

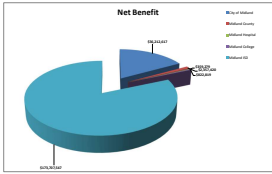
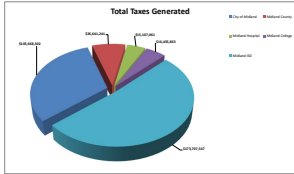
Taxing Jurisdictions	Total Taxes Generated	Participation (%00%)	Net Benefit
City of Midland	\$105,888,352	\$68,455,685	\$36,212,617
Midland County	\$26,641,241	\$24,283,821	\$2,357,420
Midland Hospital	\$15,107,081	\$14,747,782	\$359,299
Midland College	\$16,433,863	\$15,613,044	\$820,819
Midland ISD	\$173,707,547	\$0	\$173,707,547
Total	\$337,668,014	\$124,199,332	\$213,468,682

*County Participation not to exceed \$24,283,821 per the separate interlocal agreement

*Hospital Participation not to exceed \$14,747,782 per the separate interlocal agreement

*College Participation not to exceed \$15,613,044 per the separate interlocal agreement

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$105,888,352	\$68,455,685	\$36,212,617
City of Midland - Real Property	\$68,455,685	\$68,455,685	\$0
City of Midland - Sales	\$1,687,044	\$0	\$1,687,044
City of Midland - HOT	\$34,659,619	\$0	\$34,659,619



Terms and Conditions



Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 211 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

Project and Financing Plan, TIRZ #2
15

Project and Financing Plan, TIRZ #2
17

[illegible]

[illegible]

[illegible]

Project and Financing Plan, TIRZ #2
23

APPENDIX A - CURRENT PROPERTY OWNERSHIP						
PROPERTY ID	Street Address	Legal Description	Acres	Owner Name	Exempted	Transfer Value
000000001	100 N. 5th Street	BLK. 021 LOTS 10 & 11 ACORN ORIGINAL THORN	0.1001	PAETHEL, LEO	0	\$ 8,000.00
000000010	100 N. 5th Street	BLK. 021 LOT 10 ACORN ORIGINAL THORN	0.1001	PAETHEL, LEO	0	\$ 8,000.00
000000024	401 E. Third Ave	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS, KATHARINA BULLINGTON ET AL	0	\$ 11,548.00
000000460	101 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS, KATHARINA BULLINGTON ET AL	0	\$ 11,548.00
000000500	100 N. Second Street	BLK. 021 LOTS 10 & 11 ACORN ORIGINAL THORN LOTS 10 & 11	0.4003	PERKINS BUILDING MGMT INC	0	\$ 681,100.00
000000510	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS BUILDING MGMT INC	0	\$ 11,548.00
000000520	100 S. 1st St	BLK. 021 LOT 1 S&S OF ACORN WEST END	0.1001	PERKINS BROS OFFICE PRODUCTS INC	0	\$ 23,800.00
000000530	100 S. 1st St	BLK. 021 LOT 1 S&S OF ACORN WEST END	0.1001	PERKINS BROS OFFICE PRODUCTS INC	0	\$ 23,800.00
000000540	101 W. Third Ave	BLK. 021 LOTS 10 & 11 OF 100 N. Main Street, 100 S. 1st St & 10 S. 2nd St	0.0217	PERKINS COURT RESORTS INC	0	\$ 14,500.00
000000550	101 W. Third Ave	BLK. 021 LOTS 10 & 11 OF 100 N. Main Street, 100 S. 1st St & 10 S. 2nd St	0.0217	PERKINS COURT RESORTS INC	0	\$ 14,500.00
000000560	100 N. Main Street	BLK. 021 LOT 10 ACORN ORIGINAL THORN	0.1001	PERKINS RESOURCES CORPORATION LLC	0	\$ 9,400.00
000000570	100 N. Main Street	BLK. 021 LOT 10 ACORN ORIGINAL THORN	0.1001	PERKINS RESOURCES CORPORATION LLC	0	\$ 9,400.00
000000580	100 N. Main Street	BLK. 021 LOT 10 ACORN ORIGINAL THORN	0.1001	PERKINS RESOURCES CORPORATION LLC	0	\$ 9,400.00
000000590	100 N. Main Street	BLK. 021 LOT 10 ACORN ORIGINAL THORN	0.1001	PERKINS RESOURCES CORPORATION LLC	0	\$ 9,400.00
000000610	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000620	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000630	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000640	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000650	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000660	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000670	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000680	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000690	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000700	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000710	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000720	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000730	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000740	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000750	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000760	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000770	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000780	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000790	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000800	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000810	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000820	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000830	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000840	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000850	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000860	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000870	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000880	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000890	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000900	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000910	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000920	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000930	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000940	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000950	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000960	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000970	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000980	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000000990	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001000	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001010	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001020	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001030	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001040	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001050	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001060	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001070	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001080	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001090	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
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000001110	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
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000001180	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001190	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
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000001240	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
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000001300	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
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000001320	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
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000001350	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
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000001680	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001690	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL THORN	0.0251	PERKINS RESOURCES CORPORATION LLC	0	\$ 7,800.00
000001700	100 N. Main Street	BLK. 021 LOTS 1 & 2 ACORN ORIGINAL TH				

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Project and Financing Plan, TIRZ #2

Tax Increment Reinvestment Zone #2
City of Midland, Texas

PROJECT AND FINANCING PLAN
JUNE 2025



Project and Financing Plan, TIRZ #2



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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, state, local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to make key project assumptions periodically to ensure that they are still valid.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Heman Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool includes 253,000 professionals, with the educational expertise and technical aptitude to serve in any industry.

Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

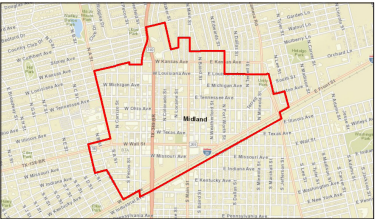
Introduction

Tax Increment Reinvestment Zone #2, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 14, 2022, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, approved an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Two, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #2 (TIRZ #2) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of \$124,500,332 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



— TIRZ Boundary

TIRZ Boundary

Boundary Description

TIRZ #2 consists of approximately 449 acres located within the city limits of the City of Midland. The legal description for the zone is described in detail below.

Legal Description TIRZ #2

Beginning at a point being the SW corner of "C" St. and Indiana Ave. proceeding north along the western right of way line of "C" St. to the NW corner of "C" St. and the EW alley in Block 13, West End Addition, then East along the northern boundary of said alley, across "B" St. to the EW alley in Block 14, West End Addition, then East along the northern boundary of said alley, to the western right of way line of "A" St., then North along the western right of way line of "A" St. to the NW corner of "A" St. and the EW alley in Block 1, Country Club Addition, then East along the northern boundary of said alley, across Carrito St., to the EW alley in Block 1, Elmwood Addition, then East along the northern boundary of said alley to the NW corner of said alley and Pecos St., then South along the western right-of-way line of Pecos St. to the NW corner of Pecos St. and Kansas Ave., then East along the northern right of way line of Kansas Ave. to the NW corner of Kansas Ave. and Marienfeld St., then North along the western right of way line of Marienfeld St. to the intersection of Marienfeld St. and Big Spring St., then North along the western right of way line of Big Spring St. to the NW corner of Big Spring St. and Cuthbert Ave., then East along the northern right of way line of Cuthbert Ave. to the NE corner of Cuthbert Ave. and Whitaker St., then South along the eastern right of way line of Whitaker St. to the NE corner of Whitaker St. and Walcott St., then East along the northern right of way line of Walcott St. to the western right-of-way line of Loraine St, then North along the western right of way line of Loraine St. to the NW corner of Loraine St. and the continuation of Walcott St., then East along the northern right of way line of Walcott St. to the NE corner of Walcott St. and Main St., then South along the eastern right of way line of Main St. to the NE corner of Main St. and the EW alley between Block 1, Richardson Addition and Block 9, Homestead Addition, then

East along the northern boundary of said alley to the northern right of way line of Mississippi Ave., then East along said line to the NE corner of Mississippi Ave. and Fort Worth St., then South along the eastern right of way line of Fort Worth St. to the NE corner of Fort Worth St. and Louisiana Ave., then East along the northern right of way line of Louisiana Ave. to the NS alley between Lot 1, Block 20, Original Town Addition and Block 52, East Midland Addition, then South along the eastern boundary of said alley to the southern right of way line of South St., then West along said line to the SE corner of South St. and Lamesa Rd., then South along the eastern right of way line of Lamesa Rd. to the NE corner of Lamesa Rd. and Houston Ave., then East along the northern right of way line of Houston Ave. to the NE corner of Houston Ave. and Lee St., then South along the eastern right of way line of Lee St. to the SE corner of Lee St. and Front Ave., then West along the southern right of way line of Front Ave. to the SE corner of Front Ave. and Lamesa Rd., then South along the eastern right of way line of Lamesa Rd. to the SE corner of Lamesa Rd. and Industrial Ave., then West along the southern right of way line of Industrial Ave. to the SW corner of Industrial Ave. and Marienfeld St., then North along the western right of way line of Marienfeld St. to the SW corner of Marienfeld St. and Front Ave., then West along the southern right of way line of Front Ave. to the SW corner of Front Ave. and "B" St., then North along the western right of way line of "B" St. to the SW corner of "B" St. and Indiana Ave., then West along the southern right of way line of Indiana Ave. to the SW corner of Indiana Ave. and "C" St., being the point of beginning.

Current Conditions

Land Use

The land within the zone is primarily developed with commercial uses that are well positioned for redevelopment. There are also various surface parking lots that are well positioned to be utilized for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 728 parcels within Tax Increment Reinvestment Zone #2, some of which are owned by the City of Midland. The 2023 estimated taxable base value of the property within the TIRZ is \$534,738,217, for the City of Midland, as provided by the Midland Central Appraisal District. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Proposed Development

Anticipated Development

The land within the zone is well positioned for future development and redevelopment, with opportunities to adapt existing buildings into new uses, including the conversion of office to multifamily. Adaptive reuse includes the repurposing of any vacant or underused building for a new and better use. The ongoing adoption of a remote or hybrid work model is adding office space to the existing inventory of office buildings with high vacancy rates. At the same time, the cost of single-family homes is increasing, creating demand for rental housing. RealPage, a leading global provider of software and data analytics to the real estate industry, reported in May of 2023 that, "The Midland/Odessa apartment market claimed the nation's most impressive revenue growth during the past year. Revenues were up 17.9% in the year ending April in this market with less than 26,000 apartment units, according to data from RealPage Market Analytics. Most of that increase was on the rent growth side of the equation, as effective asking prices went up 17.2% year-over-year as of April. Meanwhile, occupancy climbed 70 basis points. Both of those annual increases were also nation-leading data points. Inspiring revenue growth, Midland/Odessa ranked in the top 30 nationally for annual apartment demand, absorbing over 1,350 units in the year ending 1st quarter." Based on market trends of adaptive reuse in Downtown areas throughout the country, high demand for multifamily, and decreasing demand for office, DPED projects additional multifamily units will be added within the TRZ during the term of the TRZ, both through adaptive reuse and new construction. Retail demand to support the increase in population downtown is anticipated to increase, leading to the occupancy of existing vacant retail spaces, adaptive reuse of existing underutilized office space, and limited new construction.

According to the Placencia Group, a national hospitality sales, investment consulting and advisory firm with offices across the country, the Permian Basin oil patch in West Texas, headlined by the cities of Midland and Odessa, is now thriving in terms of RevPAR performance. It reports that Midland/Odessa is the top performing market in terms of RevPAR growth as of June 2023. Based on these positive market trends, and known development plans shared by City leadership, DPED projects that hotel projects will be developed during the term of the TRZ.

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TRZ could be financed in part by incremental real property tax generated within the TRZ.

	Projected Completion Date	Units/Sf	RP Taxable Value per Unit/SF	Incremental Value
TRZ #2				
Hotel	2025	80	\$ 125,000	\$ 10,000,000
Hotel	2026	135	\$ 125,000	\$ 16,875,000
Multifamily	2027	175	\$ 150,000	\$ 26,250,000
Multifamily - Adaptive Reuse	2027	50	\$ 90,000	\$ 4,500,000
Retail	2028	2,500	\$ 500	\$ 1,250,000
Multifamily	2029	175	\$ 150,000	\$ 26,250,000
Multifamily - Adaptive Reuse	2029	50	\$ 90,000	\$ 4,500,000
Retail	2030	2,500	\$ 500	\$ 1,250,000
Total				

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TRZ.

Proposed Project Costs - TRZ #2		
Public Utilities	\$ 17,374,046	14.0%
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	\$ 31,025,083	25.0%
Street and Intersection Improvements	\$ 12,410,033	10.0%
Pedestrian Enhancements	\$ 18,615,050	15.0%
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 12,410,033	10.0%
Economic Development Grants	\$ 31,025,083	25.0%
Administrative Costs	\$ 1,341,003	1.0%
Total	\$ 124,100,332	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$124,100,332 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- (C) real property assembly costs;
- (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
- (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
- (F) relocation costs;
- (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
- (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
- (I) the cost of operating the reinvestment zone and project facilities;
- (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
- (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
- (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Project Costs

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIF district has an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages, surface parking, parking lighting, parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalytic investment areas. In accordance with Sec. 311.008-451, TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010-1a) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City to assist with implementation within the TIRZ, will be eligible for reimbursement as project costs upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 100% of the real property increment within the Zone.

Subject to separate interlocal agreement, Midland County may contribute 100% of the real property increment within the Zone, not to exceed \$24,263,821 over the term of the Zone.

Subject to separate interlocal agreement, Midland Hospital may contribute 100% of the real property increment within the Zone, not to exceed \$14,747,762 over the term of the Zone.

Subject to separate interlocal agreement, Midland College may contribute 100% of the real property increment within the Zone, not to exceed \$15,613,044 over the term of the Zone.

Debt Service

It is not anticipated at this time that the TRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TRZ #2	Real Property Tax - 2024 Rates	Participation	
City of Midland	0.35066200	100%	0.3506620
Midland County	0.13151790	100%	0.1315179
Midland Hospital	0.07630500	100%	0.0763050
Midland College	0.06298000	100%	0.0629800
Midland ISD	0.87700000	0%	0.0000000
	1.51882600		0.6415260

Personal Property Tax		Participation	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13151790	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.06298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51882600		0.0000000

Sales Tax		Participation	
City of Midland	0.01250000	0%	0.0000000
Midland County	0.00500000	0%	0.0000000
	0.01750000		0.0000000

[illegible]

Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050																											
Property Tax																											
Sales Tax																											
Income Tax																											
Other Taxes																											
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Property Tax																											
Sales Tax																											
Income Tax																											
Other Taxes																											
Total																											

Project and Financing Plan, TRZ #2

9

DAVID PETTIT
Economic Development

Financial Feasibility Analysis - Hotel Occupancy Tax

HOT Generated		1	2	3	4	5	6	7	8	9	10	11	12	13	14
Revenue Year		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Hotel Rooms		0	0	0	80	215	215	215	215	215	215	215	215	215	215
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax		-	-	-	20,000	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
# of Available Rooms		-	-	-	28,480	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920
# of Occupied Rooms		-	-	-	20,000	52,844	52,844	52,844	52,844	52,844	52,844	52,844	52,844	52,844	52,844
Average Daily Rate		\$ -	\$ -	\$ -	\$ 175.00	\$ 149.48	\$ 149.48	\$ 149.48	\$ 149.48	\$ 149.48	\$ 149.48	\$ 149.48	\$ 149.48	\$ 149.48	\$ 149.48
Annual Taxable Revenue		\$ -	\$ -	\$ -	\$ 1,400,000	\$ 7,843,780	\$ 7,843,780	\$ 7,843,780	\$ 7,843,780	\$ 7,843,780	\$ 7,843,780	\$ 7,843,780	\$ 7,843,780	\$ 7,843,780	\$ 7,843,780
City Tax Rate	7%	\$ -	\$ -	\$ -	\$ 250,000	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522	\$ 701,522
State Tax Rate	4%	\$ -	\$ -	\$ -	\$ 112,000	\$ 317,896	\$ 317,896	\$ 317,896	\$ 317,896	\$ 317,896	\$ 317,896	\$ 317,896	\$ 317,896	\$ 317,896	\$ 317,896
		\$ -	\$ -	\$ -	\$ 362,000	\$ 1,019,418	\$ 1,019,418	\$ 1,019,418	\$ 1,019,418	\$ 1,019,418	\$ 1,019,418	\$ 1,019,418	\$ 1,019,418	\$ 1,019,418	\$ 1,019,418

15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
215	215	215	215	215	215	215	215	215	215	215	215	215	215	215	215
70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475	78,475
56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920	56,920
208,37	\$ 300.63	\$ 313.40	\$ 326.72	\$ 340.61	\$ 355.09	\$ 369.18	\$ 383.88	\$ 399.21	\$ 415.14	\$ 431.78	\$ 449.13	\$ 467.19	\$ 485.98	\$ 505.44	\$ 525.58
\$ 1,048,912	\$ 1,125,415	\$ 1,212,522	\$ 1,301,962	\$ 1,393,749	\$ 1,487,903	\$ 1,584,443	\$ 1,683,389	\$ 1,784,751	\$ 1,888,549	\$ 1,994,792	\$ 2,103,490	\$ 2,214,653	\$ 2,328,292	\$ 2,444,417	\$ 2,563,037
\$ 1,108,864	\$ 1,155,981	\$ 1,205,120	\$ 1,256,338	\$ 1,309,732	\$ 1,365,366	\$ 1,423,282	\$ 1,483,521	\$ 1,546,087	\$ 1,611,754	\$ 1,680,325	\$ 1,751,730	\$ 1,825,921	\$ 1,902,940	\$ 1,982,830	\$ 2,075,523
\$ 950,495	\$ 990,849	\$ 1,032,660	\$ 1,076,881	\$ 1,123,552	\$ 1,172,709	\$ 1,224,389	\$ 1,278,632	\$ 1,335,480	\$ 1,394,964	\$ 1,457,120	\$ 1,521,980	\$ 1,589,580	\$ 1,659,955	\$ 1,733,144	\$ 1,799,185
\$ 2,000,319	\$ 2,148,486	\$ 2,326,080	\$ 2,533,188	\$ 2,769,385	\$ 3,035,726	\$ 3,431,364	\$ 3,958,003	\$ 4,616,076	\$ 5,407,076	\$ 6,333,600	\$ 7,408,410	\$ 8,644,410	\$ 10,055,610	\$ 11,656,110	\$ 13,451,110

Financial Feasibility Analysis - Anticipated TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED 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Financial Feasibility Analysis - All Revenue Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

		2020				2021				2022				2023				2024				2025				2026				2027				2028				2029				2030				2031				2032				2033				2034				2035				2036				2037				2038				2039				2040				2041				2042				2043				2044				2045				2046				2047				2048				2049				2050				2051				2052				2053				2054				2055				2056				2057				2058				2059				2060				2061				2062				2063				2064				2065				2066				2067				2068				2069				2070				2071				2072				2073				2074				2075				2076				2077				2078				2079				2080				2081				2082				2083				2084				2085				2086				2087				2088				2089				2090				2091				2092				2093				2094				2095				2096				2097				2098				2099				2100				2101				2102				2103				2104				2105				2106				2107				2108				2109				2110				2111				2112				2113				2114				2115				2116				2117				2118				2119				2120				2121				2122				2123				2124				2125				2126				2127				2128				2129				2130				2131				2132				2133				2134				2135				2136				2137				2138				2139				2140				2141				2142				2143				2144				2145				2146				2147				2148				2149				2150				2151				2152				2153				2154				2155				2156				2157				2158				2159				2160				2161				2162				2163				2164				2165				2166				2167				2168				2169				2170				2171				2172				2173				2174				2175				2176				2177				2178				2179				2180				2181				2182				2183				2184				2185				2186				2187				2188				2189				2190				2191				2192				2193				2194				2195				2196				2197				2198				2199				2200				2201				2202				2203				2204				2205				2206				2207				2208				2209				2210				2211				2212				2213				2214				2215				2216				2217				2218				2219				2220				2221				2222				2223				2224				2225				2226				2227				2228				2229				2230				2231				2232				2233				2234				2235				2236				2237				2238				2239				2240				2241				2242				2243				2244				2245				2246				2247				2248				2249				2250				2251				2252				2253				2254				2255				2256				2257				2258				2259				2260				2261				2262				2263				2264				2265				2266				2267				2268				2269				2270				2271				2272				2273				2274				2275				2276				2277				2278				2279				2280				2281				2282				2283				2284				2285				2286				2287				2288				2289				2290				2291				2292				2293				2294				2295				2296				2297				2298				2299				2300				2301				2302				2303				2304			
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Financial Feasibility Analysis - Summary

Revenue Summary

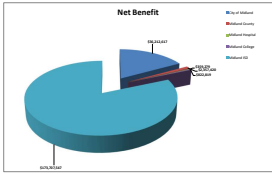
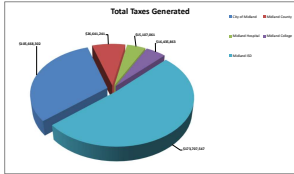
Taxing Jurisdictions	Total Taxes Generated	Participation (%00%)	Net Benefit
City of Midland	\$105,688,352	\$68,455,685	\$36,212,617
Midland County	\$26,641,241	\$24,283,821	\$2,357,420
Midland Hospital	\$15,107,081	\$14,747,782	\$359,279
Midland College	\$16,453,863	\$15,613,044	\$840,819
Midland ISD	\$173,707,547	\$0	\$173,707,547
Total	\$337,598,014	\$124,199,332	\$213,498,682

*County Participation not to exceed \$24,283,821 per the separate interlocal agreement

*Hospital Participation not to exceed \$14,747,782 per the separate interlocal agreement

*College Participation not to exceed \$15,613,044 per the separate interlocal agreement

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	\$105,688,352	\$68,455,685	\$36,212,617
City of Midland - Real Property	\$68,455,685	\$68,455,685	\$0
City of Midland - Sales	\$1,687,044	\$0	\$1,687,044
City of Midland - HDT	\$34,545,619	\$0	\$34,545,619



Terms and Conditions



Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2053 with the final year's tax increment to be collected by September 1, 2054).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 211 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

Project and Financing Plan, TIRZ #2
15

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Street Address	Legal Description	Acres	Owner Name	Exemption	taxable Value
000001013	1041 E TEXAS ST	BLK. 001, LOT. 001, ACORN ORIGINAL TOWN	0.001	ST P LUIS PROPERTIES		184,124
000001016	2477 E KANSAS AV	BLK. 001, BLK 02 OF NW/4 ACORN HOMESTEAD	0.243	PAULUS MONTELLA M D		184,040
000001046	4076 MARISSA ST	BLK. 001, LOT 02 OF S/4 ACORN ORIGINAL TOWN	0.105	BARBA ANGELOTTA		1,839
000001048	4010 MARISSA ST	BLK. 001, LOT. 002 S/4 OF E/4 ACORN ORIGINAL TOWN	0.402	BARBA ANGELOTTA		7,329
000001049	4076 MARISSA ST	BLK. 001, LOT. 001 S/4 ACORN ORIGINAL TOWN	0.105	BARBA ANGELOTTA		1,839
000001050	501 N BARDS ST	BLK. 001, S/4 OF S/4 ACORN HOMESTEAD	0.307	BARRE STREET SPANACE LLC		153,229
000001055	501 N TIBBELL ST	BLK. 001, LOT. 001 ACORN HOMESTEAD	0.001	BARRE STREET A		15,824
000001057	4076 N FORT WORTH ST	BLK. 001, S/4 OF NW/4 ACORN ORIGINAL TOWN	0.177	BARBA CRANCO		16,679
000001059	4076 N FORT WORTH ST	BLK. 001, LOT. 001 ACORN ORIGINAL TOWN	0.001	BARBA CRANCO		1,609
000001059	4011 CHND AV	BLK. 001, LOT. 001 S/4 OF E/4 ACORN ORIGINAL TOWN	0.001	BARBA CRANCO		24,579
000001060	4011 N FORT WORTH ST	BLK. 001, LOT. 001 S/4 ACORN ORIGINAL TOWN	0.001	BARBA CRANCO		1,609
000001061	4012 N WEATHERFORD ST	BLK. 001, LOT. 001 N/4 ACORN ORIGINAL TOWN	0.145	BARBA CRANCO		15,107
000100049	701 N BARDS ST	BLK. 001, LOT. 001 ACORN HOMESTEAD SEC 3	0.172	BELL, ANDREW E		117,002
000001776	400 W KANSAS AV	BLK. 001, LOT. 001 ACORN HOMESTEAD SEC 3	0.178	BELL, ANDREW E		118,989
000001512	101 N WALL ST	BLK. 001, LOT. 001 S/4 ACORN ORIGINAL TOWN	0.001	BELL, ANDREW E		18,791
000001018	400 N L LANE ST	BLK. 001, LOT. 001 ACORN HOMESTEAD SEC 3	0.118	BENTLEY, KIMBERLY		87,460
000100048	701 N BARDS ST	BLK. 001, LOT. 001 ACORN HOMESTEAD SEC 3	0.172	BENTLEY, KIMBERLY DB		181,791
000001014	411 N MARISSA ST	BLK. 001, N/4 OF NW/4 ACORN HOMESTEAD	0.001	BETANCOURT, DANA		1,609
000001017	101 N MAIN ST	BLK. 001, LOT. 001 S/4 ACORN HOMESTEAD	0.168	BETANCOURT, DANA		11,640
000001085	400 N W SPRING ST	BLK. 001, S/4 OF NW/4 ACORN HOMESTEAD	0.001	BERRY, HOLLYWOOD		245,040
000001460	714 N LOUISIANA AV	BLK. 001, LOT. 001 ACORN COUNTRY CLUB, ADDITION 2	0.402	BIG BROTHERS BIG SISTERS	E	14,560
000001084	211 N MAIN ST	BLK. 001, LOT. 001 ACORN ORIGINAL TOWN	0.001	BIGLAND, A WARE		211,550
000001091	1026 N W SPRING ST	BLK. 001, S/4 OF NW/4 ACORN HOMESTEAD	0.001	BIRCHARD, BARRINGTON & TRUST CO		26,540
000001090	4010 N MAIN ST	BLK. 001, N/4 OF NW/4 ACORN HOMESTEAD	0.241	BIRCHARD, BARRINGTON		142,500
000001092	1015 TEXAS AV	BLK. 001, LOT. 001 S/4 ACORN ORIGINAL TOWN	0.001	BIRCHARD, BARRINGTON		18,450
000001097	101 N LEE ST	BLK. 001, LOT. 001 ACORN, MOODY	0.001	BIRCHARD, BARRINGTON		1,609
000001098	401 N LEE ST	BLK. 001, LOT. 001 ACORN, MOODY	0.001	BIRCHARD, BARRINGTON		27,000
000001092	400 W LOUISIANA AV	BLK. 001, LOT. 001 ACORN HOMESTEAD	0.004	CABRITO, LTD		2,114,100
000001099	1076 N LEE ST	BLK. 001, LOT. 001 ACORN, OLD PUEBLO PARK	0.103	CALHOUN, MARIA DEL ROSA		180,000
000001092	406 N FORT WORTH ST	BLK. 001, N/4 OF THE N/4 OF NW/4 ACORN HOMESTEAD	0.06	CAMACHO, GUILLERMO RAMIRO JR		180,000
000001046	406 N FORT WORTH ST	BLK. 001, LOT. 001 OF THE N/4 OF NW/4 ACORN HOMESTEAD	0.06	CAMACHO, MARIA		21,600
000001079	111 E WALL ST	BLK. 001, LOT. 001 THRU 11 W/4 ACORN ORIGINAL TOWN	0.009	CAMPBELL, TITUS ANDERSON LLC		22,440
000001081	111 E WALL ST	BLK. 001, LOT. 001 THRU 11 E/4 ACORN ORIGINAL TOWN	0.101	CAMPBELL, TITUS ANDERSON LLC		181,791
000001036	406 N MAIN ST	BLK. 001, LOT. 001 ACORN, RICHMOND ARLINE	0.108	CAMPBELL, ALAN ANDERSON		180,000
000001077	101 N TIBBELL ST	BLK. 001, LOT. 001 ACORN, RICHMOND ARLINE	0.108	CAMPBELL, ALAN ANDERSON		180,000
000001091	406 N MAIN ST	BLK. 001, LOT. 001 ACORN, RICHMOND ARLINE SEC 3	0.172	CAMPBELL, ALAN ANDERSON		180,791
000001098	1076 N LEE ST	BLK. 001, LOT. 001 ACORN ORIGINAL TOWN	0.001	CAMPBELL, ALAN ANDERSON		1,609
000001078	406 N TIBBELL ST	BLK. 001, LOT. 001 ACORN ORIGINAL TOWN	0.001	CAMPBELL, ALAN ANDERSON		1,609
000001077	101 E LINDSEY AV	BLK. 001, LOT. 001 THRU 11 ACORN ORIGINAL TOWN	0.001	CAMPBELL, ALAN ANDERSON		1,609
000001087	101 E LINDSEY AV	BLK. 001, LOT. 001 THRU 11 ACORN ORIGINAL TOWN	0.001	CAMPBELL, ALAN ANDERSON		1,609
000001460	101 N FORT WORTH ST	BLK. 001, LOT. 001 THRU 11 ACORN ORIGINAL TOWN	0.001	CAMPBELL, ALAN ANDERSON		1,609
000001761	400 W WALL ST	BLK. 001, LOT. 001 S/4 ACORN, WEST END, N/4 OF LOT 12	0.109	CANTANARY INTERPRETES		106,340
000001760	400 W WALL ST	BLK. 001, LOT. 001 S/4 ACORN, WEST END, N/4 OF LOT 12	0.109	CANTANARY INTERPRETES		106,340
000001779	400 W WALL ST	BLK. 001, LOT. 001 S/4 ACORN, WEST END, N/4 OF LOT 12	0.109	CANTANARY INTERPRETES		106,340
000001762	400 W WALL ST	BLK. 001, LOT. 001 S/4 ACORN, WEST END, N/4 OF LOT 12	0.109	CANTANARY INTERPRETES		106,340
000001815	407 N WEATHERFORD ST	BLK. 001, S/4 OF NW/4 ACORN HOMESTEAD	0.001	CHAVEZ, RAFAELA SEGURA		13,800
000001046	101 N WALL ST	BLK. 001, LOT. 001 THRU 11 E/4 ACORN ORIGINAL TOWN	0.107	CHEN, ROBERT AND HUI TATE AND ASSOCIATES		184,000
000001087	401 N LOUISIANA AV	BLK. 001, N/4 OF NW/4 ACORN HOMESTEAD	0.001	CHURCH OF GOD OF CENTRAL DAY	E	1,609
000001460	101 N LOUISIANA AV	BLK. 001, N/4 ACORN ORIGINAL TOWN	0.001	CITY OF MOBILE	E	1,230,791
000001460	101 N TEXAS AV	BLK. 001, LOT. 001 ACORN ORIGINAL TOWN, SEC 11	0.101	CITY OF MOBILE TEXAS	-	-

[illegible]

[illegible]

[illegible]


DAVID PETTIT
Economic Development

[illegible]

[illegible]

[illegible]



City Council Meeting

Item Number: 10
Meeting Date: July 8, 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 11, BLOCK 1, LINDSAY ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND RANKIN HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Rusell Hoffman is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 1708 Rankin Highway for The Detour Bar.

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 Basin Candy Company. The property to the west is zoned MH, Mobile Home District. The property to the east is zoned RR, Regional Retail and is a Kent Kwik. The property to the south is zoned RR, Regional Retail District and is restaurant El Banquete.

Analysis:

The property is located at 1708 Rankin Highway 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 bar is 3,870 square feet and the proposed alcohol serviceable area is 3,361 square feet. The Detour Bar does not have an existing SUD but has been in business.

The proposed hours of operation:

Monday through Sunday from 11 a.m. to 2 a.m.

The proposed hours of alcohol service:

Monday through Sunday from 11 a.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no 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." The Detour Bar 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 The Detour is acceptable. The property must adhere to the maximum occupant load of 258 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 G.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 3,361 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**
- C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Monday through Sunday from 11:00 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**
- F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.**

G. That in accordance with section 9.07.E.3 of the City Code, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of June 27, 2025, staff received one letter of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation

For E. Out

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 11, BLOCK 1, LINDSAY ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND RANKIN HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 11, Block 1, Lindsay Acres, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

- A. That the serviceable area of the Establishment shall be limited to approximately 3,361 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 Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

Lori Merritt Blong, Mayor

ATTEST:

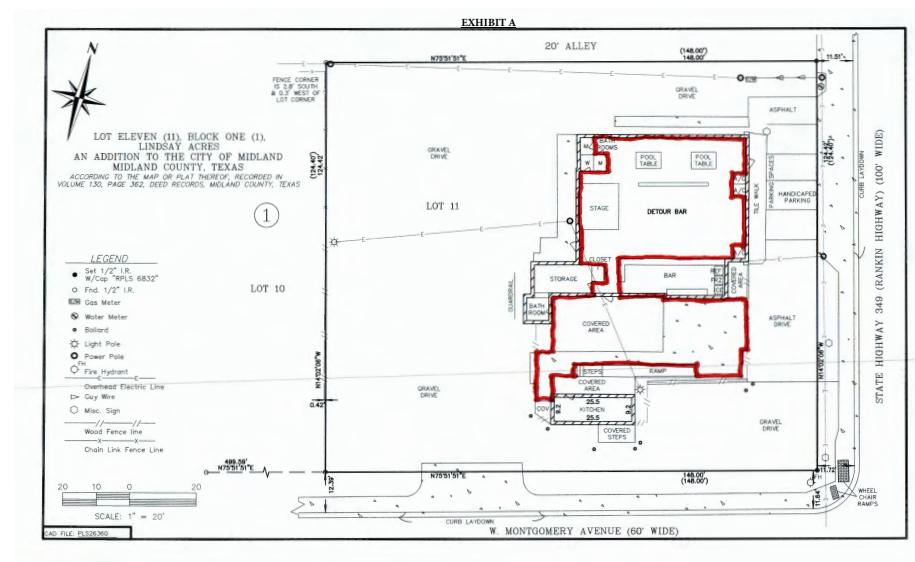
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney



	Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption	FOR STAFF'S USE ONLY Project Number: <u>SUD-25-0261</u> Case Number: <u>SUD-25-0261</u>
Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Russell W. Smith</u> Address: <u>2406 Sinclair Ave</u> City: <u>Midland</u> State: <u>TX</u> Zip: <u>79705</u>		Phone (432) 682-3468 Email: <u>Russell.W.Smith@rtbinc.com</u>
Property Owner Printed Name: <u>Ellis Smith</u> Address: <u>2506 Metz PL</u> City: <u>Midland</u> State: <u>TX</u> Zip: <u>79705</u>		Phone (432) 682-2095 Email: <u>Ellis@rtbinc.com</u>
Representative (if different from Applicant or Property Owner) Printed Name: _____ Address: _____ City: _____ State: _____ Zip: _____		Phone () _____ Email: _____
Street Address: <u>1708 Rankin Hwy</u>		
Business Name: <u>RTB INC. DBA The Detour Bar</u>		
Reason for Request: <u>City License renewal</u>		
Type of Business (restaurant, bar, lounge, nightclub, etc.): <u>Bar</u>		
Proposed/Current Days and Hours of Operation: _____ Monday thru Sunday 11 am to 2 am		
Proposed Days and Hours of Alcohol Service: _____ Monday thru Sunday 11 am to 2 am		
Total Square Footage of Business: <u>3870</u> including Patio		
Square Footage of Alcohol Serviceable Area: <u>3870</u> (Outline in red on floor plan)		
Restroom Fixtures:	Men Women	Toilets/Urinals: <u>2</u> / <u>1</u> Toilets: <u>1</u>
		Bathroom Sinks: <u>2</u> Bathroom Sinks: <u>1</u>

****Application will not be considered for scheduling until reviewed by a planner.****

SUD Alcoholic Beverages Application 1 of 2 Revised 07/25/2024

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 Russell Keith Holman, who, being by me duly sworn, upon oath says: That (s/he is authorized by Ellie Smith, 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 her/his attorney in fact.

Russell Keith Holman
Authorized Agent (signature)

Subscribed and sworn to before me, this 26th day of April, 2025, to certify which witness my hand and seal of office.

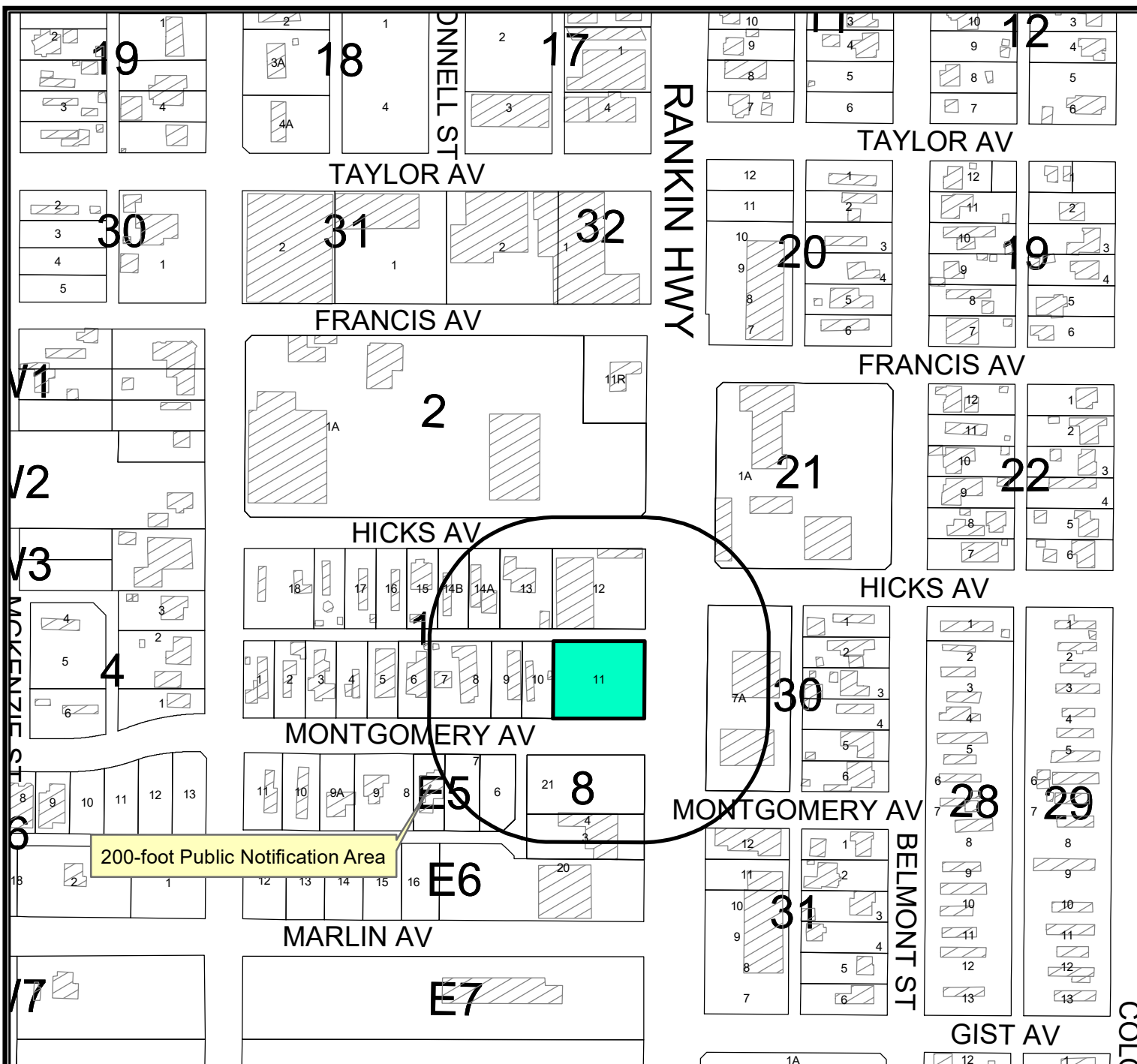
 NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization
☐ Application Fee
Check # 4729
Received By: A Date: RECEIVED
APR 14 2025

SUD Renewal Application 2 Revised 08/05/19

Submittal and Fees Items to be submitted with this application form: Application Fee of \$300 – • If by check, put Payable to the 'City of Midland' • If online, check email for invoice Dimensioned Floor Plan showing: • Seating • Exits • Restrooms Dimensioned Site Plan showing: • Parking • Business Footprint Kitchen (if applicable) Total Square Footage Serviceable Square Footage (outlined in red & labeled) Digital Copies of Floor Plan & Site Plan (PDF/JPEG)	
Signatures Applicant (signature): <u>R. Hoffman</u> Date: <u>3/1/2025</u> Applicant (printed): Russell Hoffman Property Owner (signature): <u>Elis Smith</u> Date: <u>3/1/2025</u> Property Owner (printed): Elis Smith	
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 or 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. SUD Alcoholic Beverages Application 2 of 2 Revised 07/25/2024	



Location Map

SUD-25-0201

Scale: 1" = 2,792'

Consider a request by Rusell Hoffman for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 11, Block 1, Lindsay Acres, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of West Montgomery Avenue and Rankin Highway. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

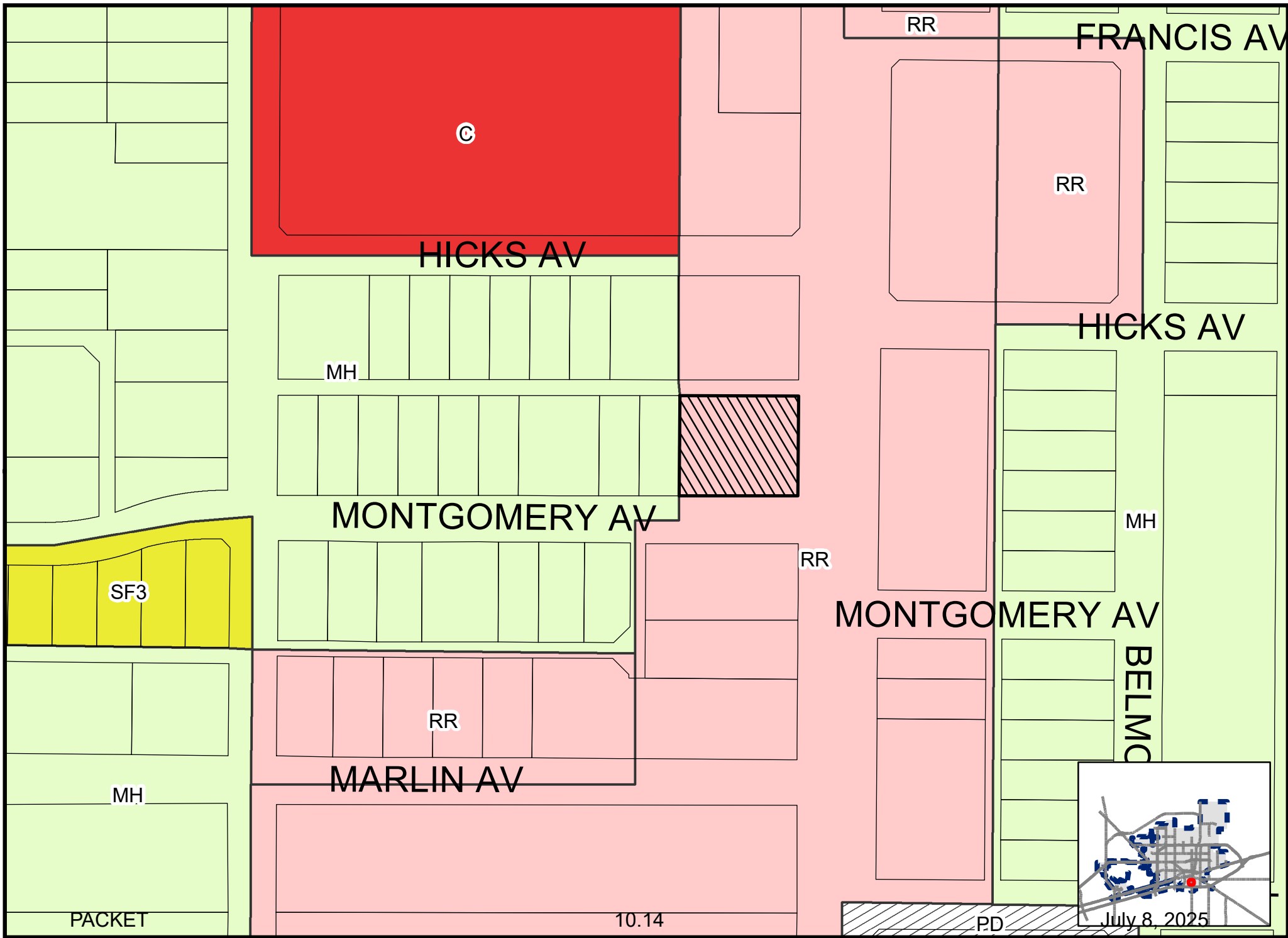
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

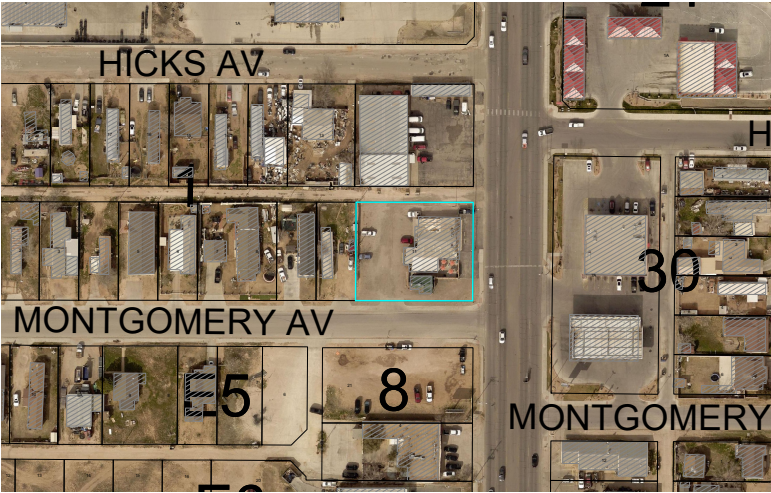
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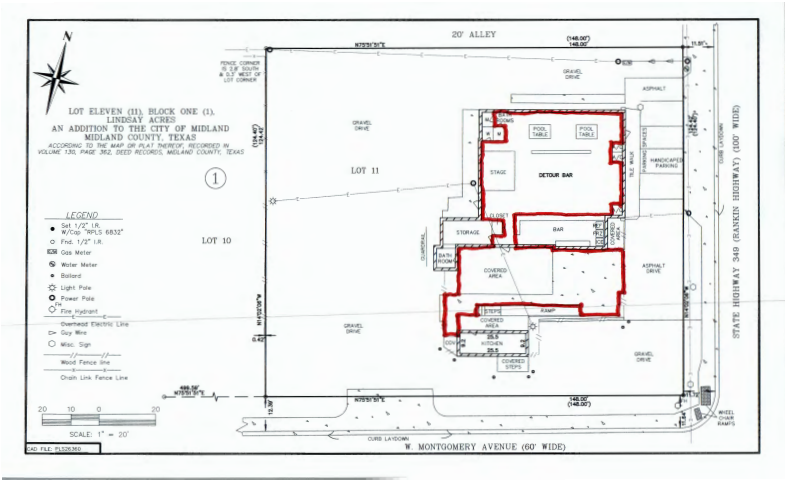
PACKET

10.13

JUN 8 2025





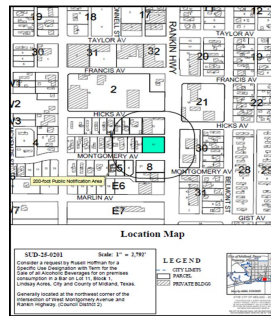






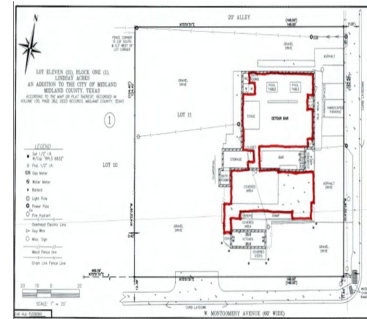
APPLICATION SUMMARY

- **Applicant:** Ellis Smith
- **Property Owner:** Russell Hoffman
- **Location:** 1708 Rankin Highway
- **Reason for Request:** For the sale and on-premises consumption of alcohol



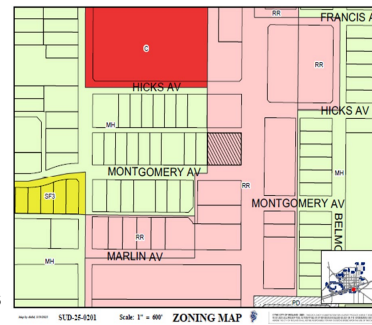
DETAILS OF REQUEST

- **Area of Business:** 3,870 SF
- **Serviceable Area:** 3,361 SF
- **Hours of Operation:** Monday to Sunday from 11 a.m. to 2 a.m.
- **Proposed Hours of Alcohol Service:** match hours of operation.



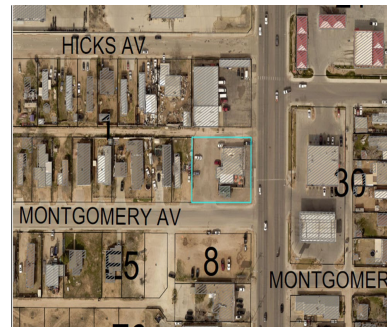
ZONING

- **Current Zoning:** RR, Regional Retail
- **Surrounding Zoning:**
 - **North, East and South:** RR, Regional Retail
 - **West:** MH, Mobile Home District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** Bar
- **Proposed use of the Property:** A Bar (as currently exists)
- **Surrounding Uses:**
 - **North:** Basin Candy Company
 - **South:** El Banquete
 - **East:** Kent Kwik
 - **West:** Mobile Homes



5



On Rankin Highway, Looking West

6



COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”

7



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business*.

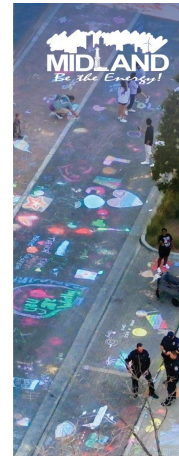
8



STAFF'S RECOMMENDATION

- One letter of objections has been received.
- The Planning & Zoning Commission recommended approval of this request on June 16, 2025
- Staff recommends approval of this request with the following conditions:
 - A. That the serviceable area of the establishment shall be limited to approximately 3,361 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

10



STAFF'S RECOMMENDATION

- B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.
- C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Monday through Sunday from 11 a.m. to 2 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.

11



STAFF'S RECOMMENDATION

- 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.

12



STAFF'S RECOMMENDATION

- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

13







City Council Meeting

Item Number: 11

Meeting Date: July 8, 2025

To: City Council / City Manager

From: Garrick Clayton, Oil and Gas Officer

Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA INC. ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: NAIL-TILLMAN W1M 413H; NAIL-TILLMAN W1N 414H; NAIL-TILLMAN W1O 415H; NAIL-TILLMAN W1P 416H; NAIL-TILLMAN W1Q 417H; AND NAIL-TILLMAN W1R 418H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 608 FEET AND 708 FEET EAST OF STATE HIGHWAY 349 AND 6,869 FEET NORTH OF OCCIDENTAL PARKWAY. (PUBLIC HEARING ONLY) (District 1) (Development Services)

Purpose:

The proposed granting of oil and gas well permits to Pioneer Natural Resources, USA Inc. ("Operator") for the drilling of the following oil and gas wells: NAIL-TILLMAN W1M 413H; NAIL-TILLMAN W1N 414H; NAIL-TILLMAN W1O 415H; NAIL-TILLMAN W1P 416H; NAIL-TILLMAN W1Q 417H; NAIL-TILLMAN W1R 418H; said wells being generally located between 608 feet and 708 feet east of State Highway 349 and 6,869 feet north of Occidental Parkway. (public hearing only). Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

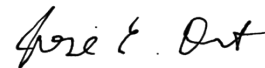
The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends

approval. Pioneer Natural Resources, USA Inc. will be using a 24' sound barrier along the entire length of the south side of the pad with the remaining 3 sides facing undeveloped land and oil field which will remain for the duration of drilling and fracing. In addition, a quiet type frac system that will utilize an electric frac fleet, if available, with power generation equipment staged on location behind sound barriers will be used to complete the wells. A closed loop system will be used for drilling operations so no reserve pits or cuttings will be kept on the property. Pioneer will be utilizing power generation equipment during the production phase behind sound dampening enclosures until electrical transmission lines are made available to the location. The use of compression is requested for each set of wells for specific applications which will also be behind sound dampening enclosures. The Tank Battery for these wells will be located in the county. Pioneer Natural Resources, USA Inc. is requesting the following variances:

- (1) requests variance to the Road Repair Agreement due to no city streets be used.
- (2) requests variance to the landscaping and irrigation due to no access to city water.
- (3) request variance to allow for 24hr fracing operations
- (4) request variance for off-site drill cuttings disposal
- (5) requests variance to allow for power generation on location during the production phase
- (6) requests variance to allow for compressors to be used for gas lift during the production phase

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display



City Manager's Office



I. General Information		
Date 4/21/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038		
24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B:		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): 1. Attached as Exhibit C 2. 3.		
Brashier, Crosby PLLC & ATTACHED AS EXHIBIT C is (a Title Opinion by Lynch, Chappell & Alsup, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from, a Certified Petroleum Landman/an opinion letter from, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas. Pad location is owned by Jones Bros Dirt & Paving. Other property within 860' are: City of Midland and Occidental Permian Ltd. (See Exhibit D for details.) Currently undeveloped.		
ATTACHED AS EXHIBIT D is (a Title Opinion by, a licensed Texas Attorney/a Take-off from, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman W1M 413H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

921' FNL, 521' FWL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well. Due to transmission constraints from Oncor, requesting a variance for on-site power generation until that time. See Exhibits N and V for details.

Description of water source to be used during Drilling:

The water source used during drilling can be found on Exhibit N

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

Pioneer Natural Resources
[NAME OF COMPANY]

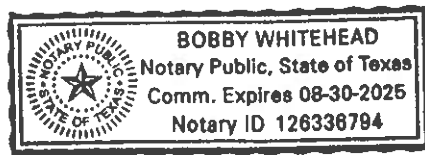
By Laura E Wallace 4/21/25
Its Regulatory Advisor

County of Dallas) State of Texas)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]





APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/1/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes___ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
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Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit C		
2.		
3.		
Brashier, Crosby PLLC & Lynch, Chappell & Alsup, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from, a Certified Petroleum Landman/an opinion letter from, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas. Pad location is owned by Jones Bros Dirt & Paving. Other property within 860' are: City of Midland and Occidental Permian Ltd. (See Exhibit D for details.) Currently undeveloped.		
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Name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

PACKET

July 8, 2025

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Proposed Well Name: Nail-Tillman W1N 414H

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Pioneer Natural Resources
[NAME OF COMPANY]

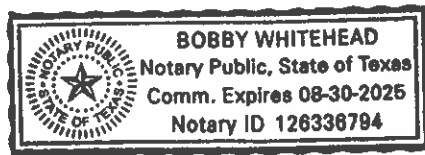
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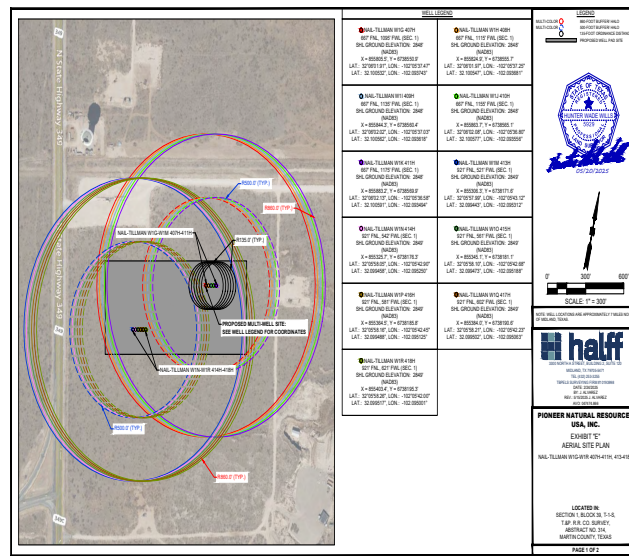
County of Dallas) State of Texas)

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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Date 5/1/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile)
Fee: \$4,000.00 Rec'd Yes___ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax Pages 1-4
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Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
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July 8, 2025

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Proposed Well Name: Nail-Tillman W1O 415H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

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Pioneer Natural Resources
[NAME OF COMPANY]

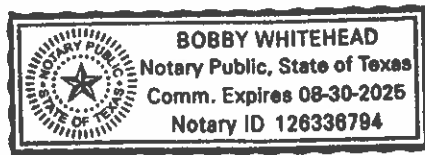
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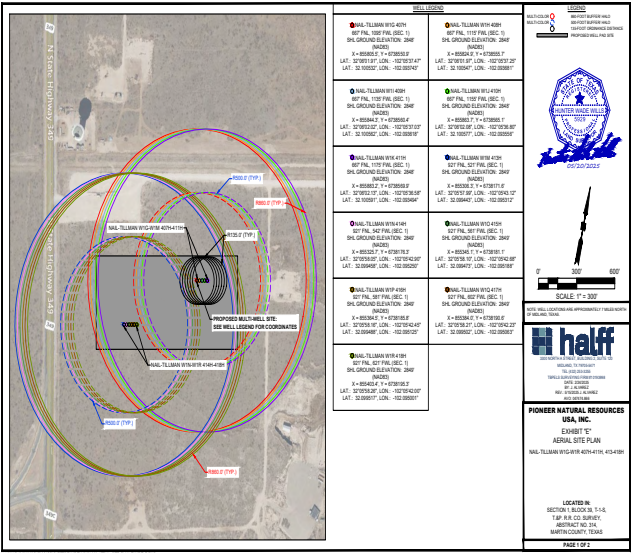
County of Dallas) State of Texas)

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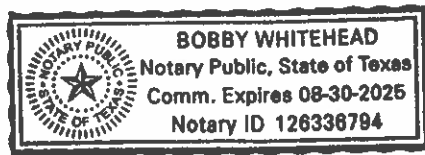
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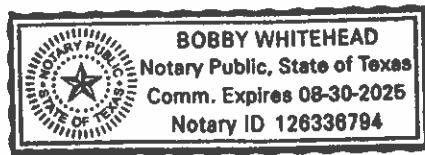
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Brashier, Crosby PLLC & ATTACHED AS EXHIBIT C is (a Title Opinion by Lynch, Chappell & Alsup , a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____ , a Certified Petroleum Landman/an opinion letter from _____ , a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Located in Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas.		
Pad location is owned by Jones Bros Dirt & Paving. Other property within 860' are: City of Midland and Occidental Permian Ltd. (See Exhibit D for details.)		
Currently undeveloped.		
ATTACHED AS EXHIBIT D is (a Title Opinion by _____ , a licensed Texas Attorney/a Take-off from _____ , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists		
Name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

PACKET

1183

July 8, 2025

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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Tillman W1R 418H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

921' FNL, 621' FWL, Section 1, Block 39, T1S, T&P RR Co., Abstract 314, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

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The water source used during drilling can be found on Exhibit N

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Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

V. Additional Required Exhibits

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Pioneer Natural Resources
[NAME OF COMPANY]

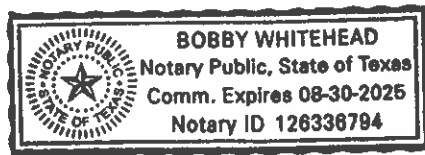
By Laura E Wallace 4/21/25
Its Regulatory Advisor

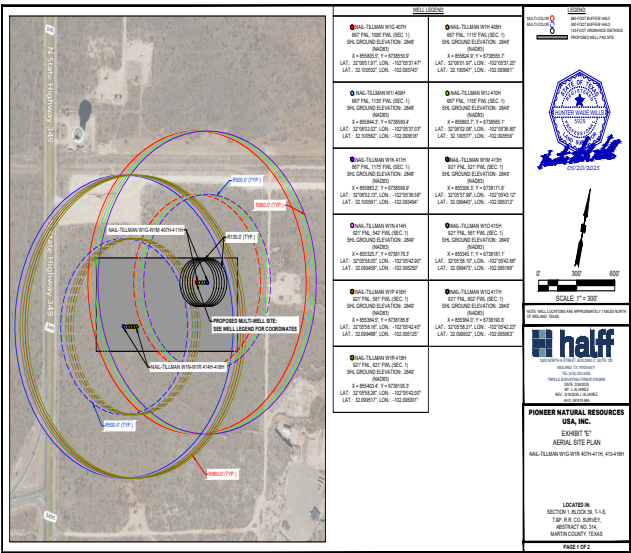
County of Dallas) State of Texas)

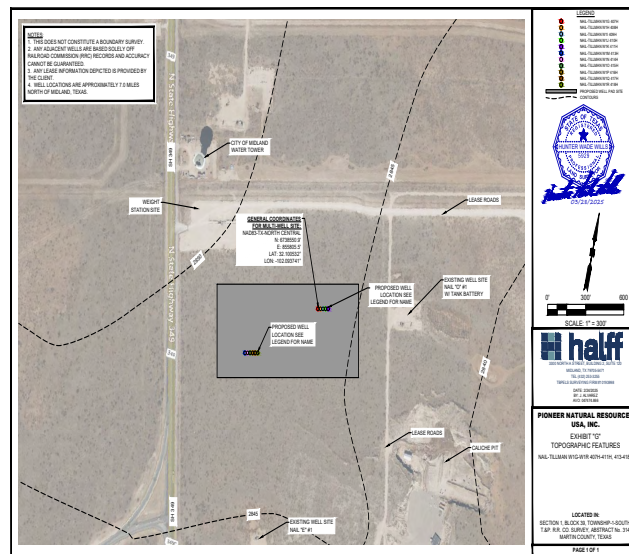
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[SEAL]









City Council Meeting

Item Number: 12
Meeting Date: July 8, 2025
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA INC. ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: NAIL-BURLEY 6R 718H; NAIL-BURLEY 6S 719H; NAIL-BURLEY 6T 720H; NAIL-BURLEY 6U 721H; AND NAIL-BURLEY 6V 722H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 8,375 FEET AND 8,455 FEET EAST OF STATE HIGHWAY 349 AND 6,945 FEET NORTH OF OCCIDENTAL PARKWAY (PUBLIC HEARING ONLY) (District 1) (Development Services)

Purpose:

The proposed granting of oil and gas well permits to Pioneer Natural Resources, USA Inc. ("Operator") for the drilling of the following oil and gas wells: NAIL-BURLEY 6R 718H; NAIL-BURLEY 6S 719H; NAIL-BURLEY 6T 720H; NAIL-BURLEY 6U 721H; NAIL-BURLEY 6V 722H; said wells being generally located between 8,375 feet and 8,455 feet east of State Highway 349 and 6,945 feet north of Occidental Parkway. (public hearing only). Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends

approval. Pioneer Natural Resources, USA Inc. will be using a 24' sound barrier along the entire length of the south side of the pad with the remaining 3 sides facing undeveloped land and oil field which will remain for the duration of drilling and fracing. In addition, a quiet type frac system that will utilize an electric frac fleet, if available, with power generation equipment staged on location behind sound barriers will be used to complete the wells. A closed loop system will be used for drilling operations so no reserve pits or cuttings will be kept on the property. Pioneer will be utilizing power generation equipment during the production phase behind sound dampening enclosures until electrical transmission lines are made available to the location. The use of compression is requested for each set of wells for specific applications which will also be behind sound dampening enclosures. The Tank Battery for these wells will be located in the county. Pioneer Natural Resources, USA Inc. is requesting the following variances:

- (1) requests variance to the Road Repair Agreement due to no city streets be used.
- (2) requests variance to the landscaping and irrigation due to no access to city water.
- (3) request variance to allow for 24hr fracing operations
- (4) request variance for off-site drill cuttings disposal
- (5) requests variance to allow for power generation on location during the production phase
- (6) requests variance to allow for compressors to be used for gas lift during the production phase

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display



City Manager's Office



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/1/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile)
Fee: \$4,000.00 Rec'd Yes___ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038 24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit C		
2.		
3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by Brashier, Crosby PLLC, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from, a Certified Petroleum Landman/an opinion letter from, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.		
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Currently undeveloped.		
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PACKET

123

July 8, 2025

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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6R 718H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

876' FNL, 2364' FEL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

Reserve pits will not be used. Freshwater pits will be used. Please see Exhibit O for closure details.

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Pioneer Natural Resources
[NAME OF COMPANY]

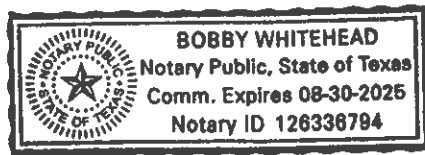
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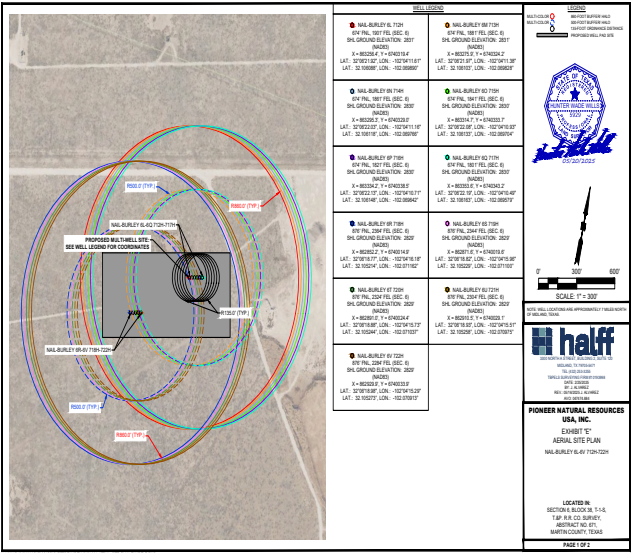
County of Dallas) State of Texas)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[SEAL]







APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Fee: \$4,000.00 Rec'd Yes___ No___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
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Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
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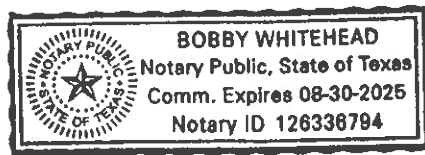
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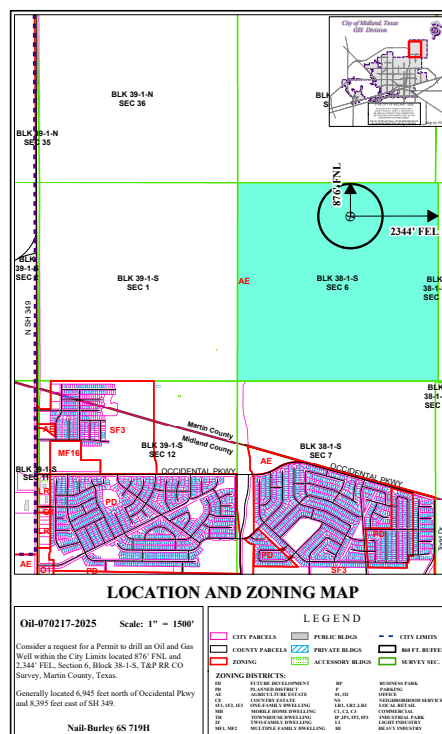
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[S E A L]







APPLICATION FOR OIL AND GAS PERMIT

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PACKET

12 of 5

July 8, 2025

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IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6T 720H

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876' FNL, 2324' FEL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

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ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

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V. Additional Required Exhibits

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Pioneer Natural Resources
[NAME OF COMPANY]

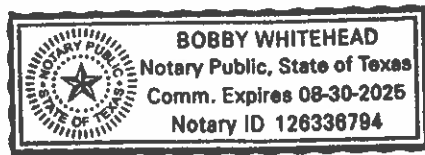
By Laura E Wallace 4/21/25
Its Regulatory Advisor

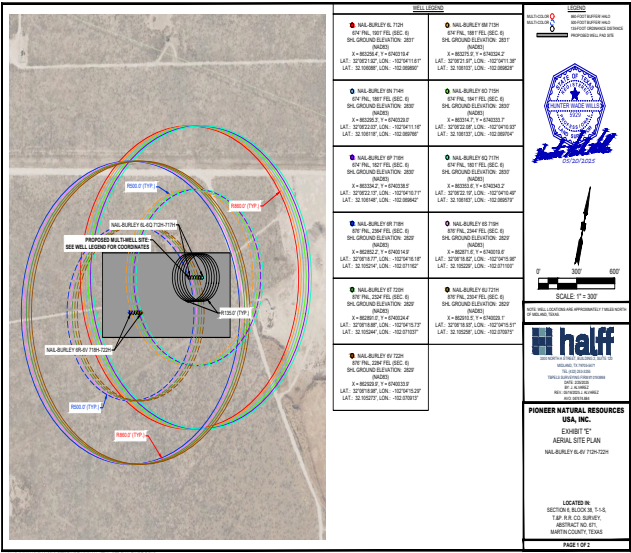
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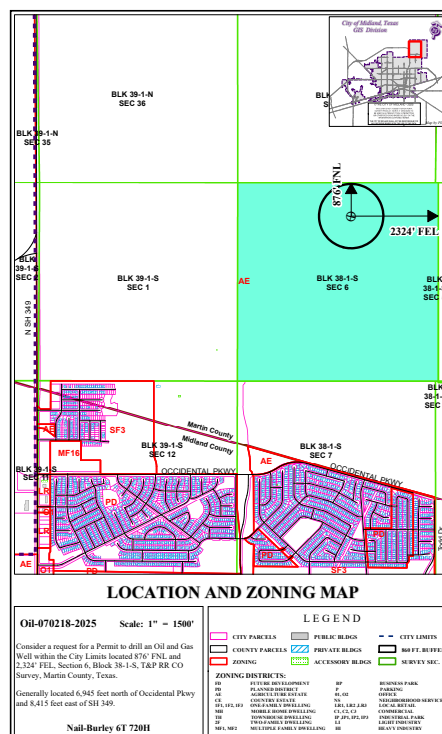
, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

[Signature] 4/21/25
Notary Public, State of Texas

[SEAL]









APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 5/1/2025	Operator Name (must match W-1) Pioneer Natural Resources, USA, Inc.	Operator Address 777 Hidden Ridge Lane Irving, Texas 75038
Representative Name BJ Laechelin, Operations Manager	Representative Address (within Midland City Limits) 3617 N Big Spring St. Midland, TX 79705	Rep. Tele. 713-446-1628 (Mobile) Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Laura Wallace, Regulatory Advisor Option A: 777 Hidden Ridge Lane Irving, Texas 75038 24/7 Answering Services - No. 1 (Tele.): 432-571-2666 No. 2 (Tele.):		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Pioneer Remote Operations Hub 3617 N Big Spring St. Midland, Texas 79705 432-571-2666 (Available 24/7)		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Attached as Exhibit B		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Attached as Exhibit C		
2.		
3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by Brashier, Crosby PLLC, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from, a Certified Petroleum Landman/an opinion letter from, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Located in Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas.		
Pad location is owned by Jones Bros Dirt & Paving. Other properties within 860' are: City of Midland (See Exhibit D for details.)		
Currently undeveloped.		
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Name(s) and address(es) of all surface owners within 860 feet of surface well location. [See § J(7)].		

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Nail-Burley 6U 721H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached as Exhibit G

Legal Description of Proposed Well Site:

876' FNL, 2304' FEL, Section 6, Block 38, T1S, T&P RR Co., Abstract 671, Martin County, Texas

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Pioneer Natural Resources
[NAME OF COMPANY]

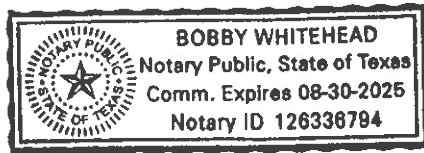
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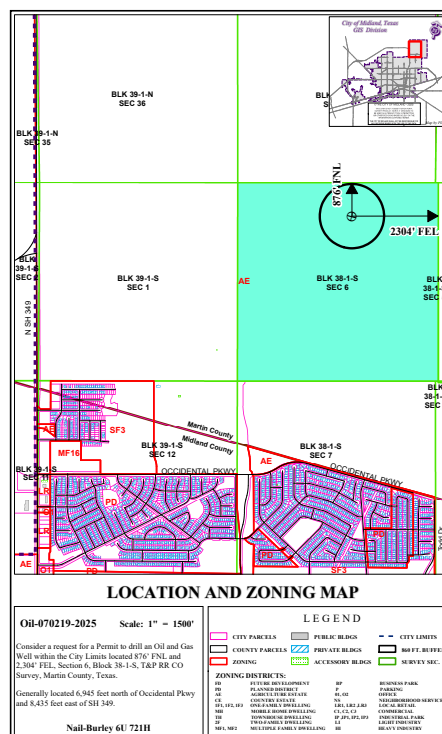
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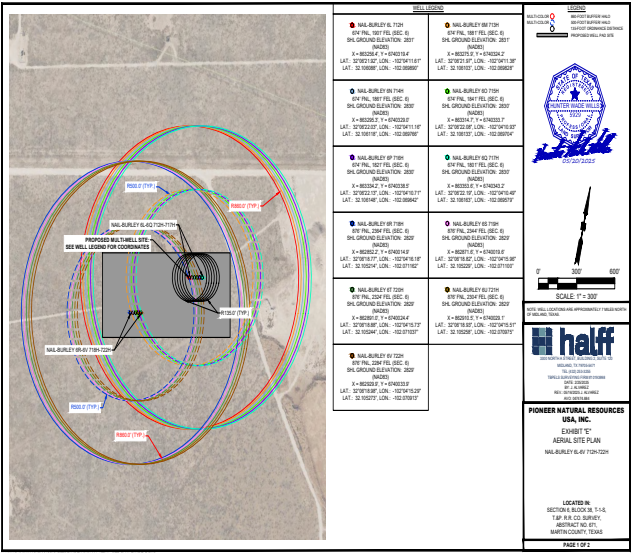
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PACKET

12127

July 8, 2025

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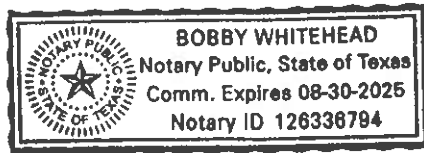
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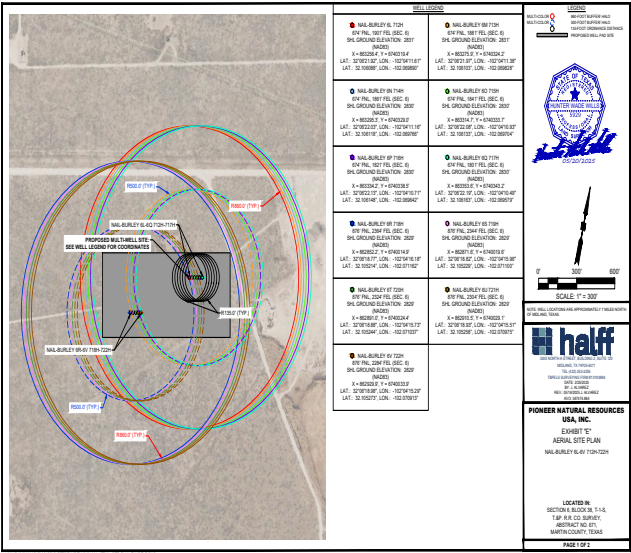
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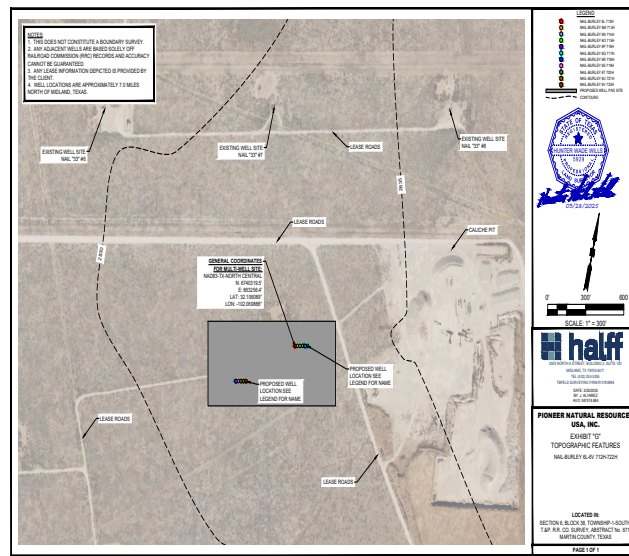
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[Signature] 4/21/25
Notary Public, State of Texas

[S E A L]









City Council Meeting

Item Number: 13

Meeting Date: July 8, 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 14, BLOCK 22, WEST END ADDITION, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH I STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Tyler Pace Snelson is requesting a Zone Change from O1, Office District to LR, Local Retail District for the allowance of a retail store on a property located at 1510 West Texas Avenue.

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:**

O-1, Office District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for Transitional District and is currently a vacant building. The properties to the east are zoned O-1, Office District and consists of business offices. The property to the south is zoned O-1, Office District and is used for a fire station. The property to the west is zoned O-1, Office District and is used for a duplex.

Analysis:

The applicant is seeking this zone change from O-1, Office District to LR, Local Retail District, in order to have a retail store which will sell wine, which is not an allowed use in the O1, Office District zoning [Midland City Code 4.03]. Changing this zoning would help the future retail development of this area. This lot meets the minimum lot requirements for the LR, Local Retail District.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as Urban-Medium, which includes a mix of complementary 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 issues for Zoning

Engineering: (Approved)

No objection to zone change. [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.]

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 O-1, Office District to LR, Local Retail District.

Letters of Objection:

Staff has not received any letters of objection as of June 27, 2025.

Attachments:

Application
Site plan
Maps
Aerial
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 14, BLOCK 22, WEST END ADDITION, SECTION 20, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH I 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 14, Block 22, West End Addition, Section 20, City and County of Midland, Texas (the "Property"), to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-1, Office District to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE": _____

Council members voting "NAY": _____

PASSED AND APPROVED THIS ____ day of _____, A.D., 2025.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

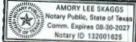
APPROVED AS TO CONTENT
AND COMPLETENESS:

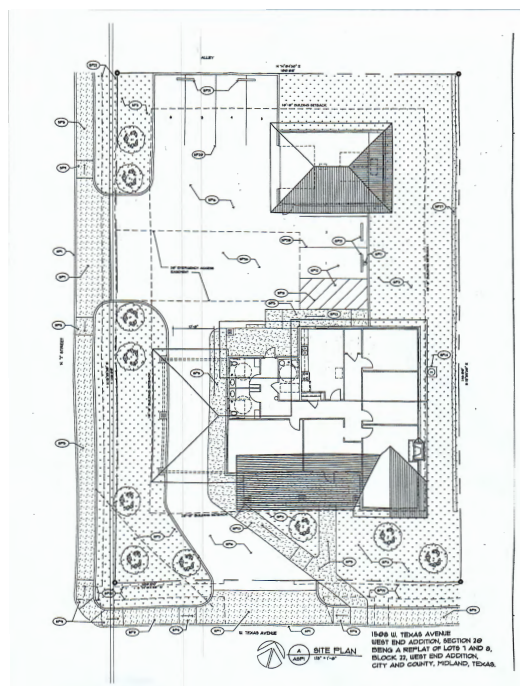
Elizabeth Triggs, Planning and Development Officer

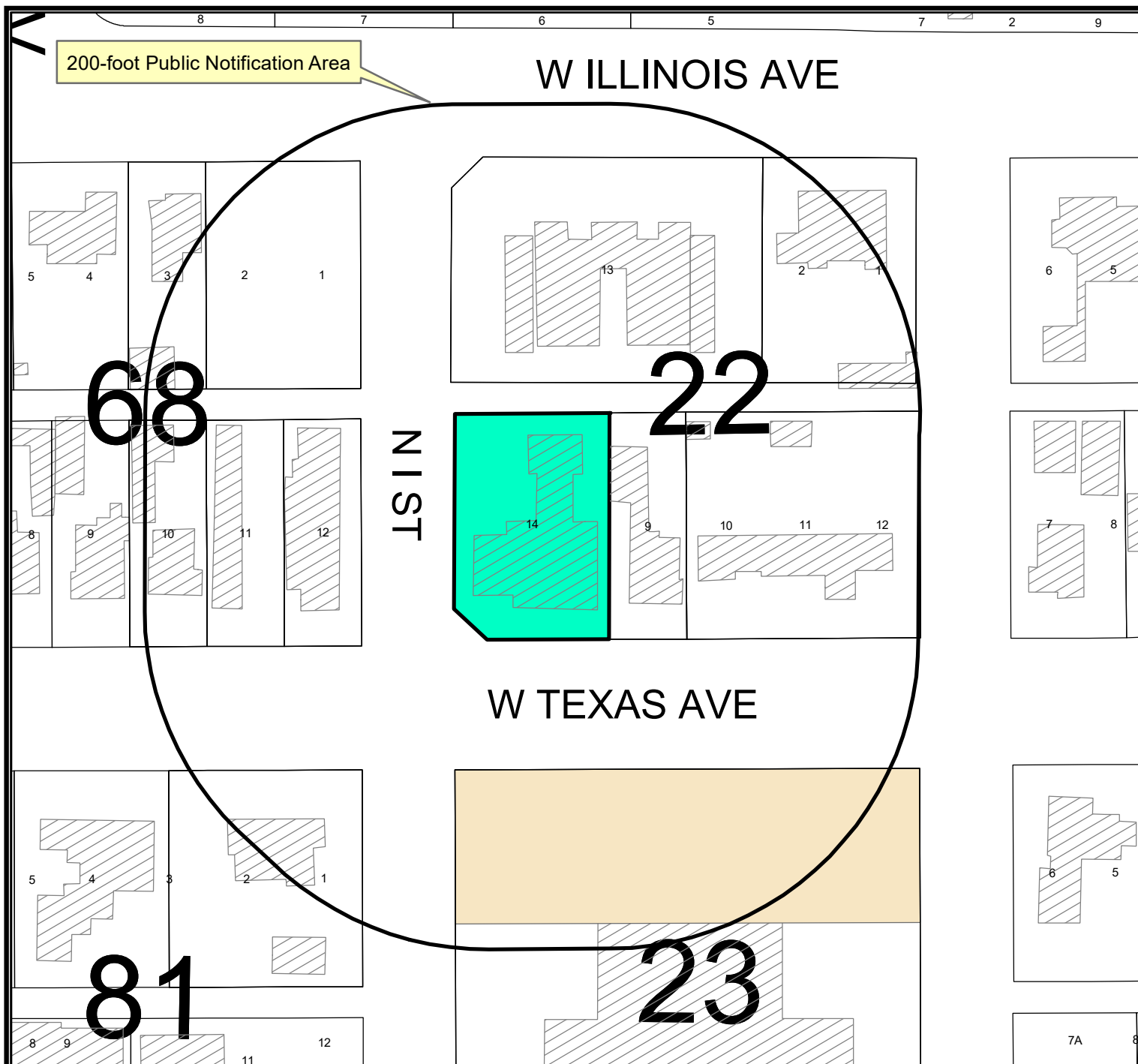
APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

		Zone Change/Planned District Amendment/Site Plan Approval		Project Number: _____ Case Number: <u>2-25-0420</u>	
Applicant (if acting as Agent, see affidavit on page 2)				Phone (432) 296-1632	
Printed Name: <u>Tyler Pace Snelson</u>				Email: <u>tyler@growthonline.us</u>	
Address: <u>1510 West Texas Avenue</u>		City: <u>Midland</u>	State: <u>Texas</u>	Zip: <u>79701</u>	
Property Owner				Phone (432) 556-5590	
Printed Name: <u>James Dennis Snelson</u>				Email: <u>jdsnelson@sbcglobal.net</u>	
Address: <u>104 South G Street</u>		City: <u>Midland</u>	State: <u>Texas</u>	Zip: <u>79701</u>	
Representative (if different from Applicant or Property Owner)				Phone ()	
Firm: _____				Email: _____	
Address: _____		City: _____	State: _____	Zip: _____	
Street Address: <u>1510 West Texas Avenue Midland, Texas 79701</u>					
Legal Description					
Lot: <u>7 & 8</u> Block: <u>22</u> Subdivision: <u>West End Addition, Section 20</u>					
Current Zoning: <u>O1 - Office District</u>			Proposed Zone: <u>LR - Local Retail District</u> (List by tract if more than one district is requested)		
Reason for Zone Change Request: <u>The request is being made out of a desire for a zoning designation which allows for both on and off-premise alcohol sales to occur, as Applicant hopes that property will house a professional wine service/wine merchant/wine importer business.</u>					
Present Use of Property: <u>Building is currently being utilized as a professional office</u>					
Proposed Use of Property: <u>Applicant desires for the building to house a professional wine service/wine merchant business and office.</u>					
How would this zone change affect the public health, safety and welfare? <u>As there are current properties located nearby with both LR and PD zoning designations, the change should have little effect</u>					
Describe how conditions affecting the property have changed since present zoning designation: <u>At the time of the present zoning's designation, the property consisted of two lots with abandoned</u>					
Submittal and Fees					
Items to be submitted with this application form:					
• Application Fee – Payable to the 'City of Midland'					
• Dimensioned Site Plan					
• Digital Copies of Site Plan (PDF/JPEG)					

Signature (by property owner only - authorized agent must sign affidavit below)	
Applicant (signature): <u>[Signature]</u>	Date: 06/05/2025
Applicant (printed): <u>Tyler Pace-Snelson</u>	
Property Owner (signature): <u>[Signature]</u>	Date: 06/05/2025
Property Owner (printed): <u>James Dennis Snelson</u>	
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: <u>Tyler Pace Snelson</u> , who, being by me duly sworn, upon oath says: That (s)he is the owner of <u>1510 West Texas Avenue</u> , or authorized by <u>James Dennis Snelson</u> , 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.	
<u>[Signature]</u> Authorized Agent (signature)	
Subscribed and sworn to before me, this <u>5th</u> day of <u>June</u> , 20 <u>25</u> 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 # <u>Invoice</u>	
Received By: <u>[Signature]</u>	Date: <u>JUN 10 2025</u>
	Initial: <u>[Signature]</u>
Application will not be considered for scheduling until reviewed by a planner.	
Special Exception Application	2
	Revised 12/6/16





Location Map

Z-25-0430

Scale: 1" = 93'

Consider a request by Tyler Pace Snelson for a zone change from O1, Office District to LR, Local Retail District on Lot 14, Block 22, West End Addition, Section 20, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of West Texas Avenue and North I Street.
(County File 3)

LEGEND

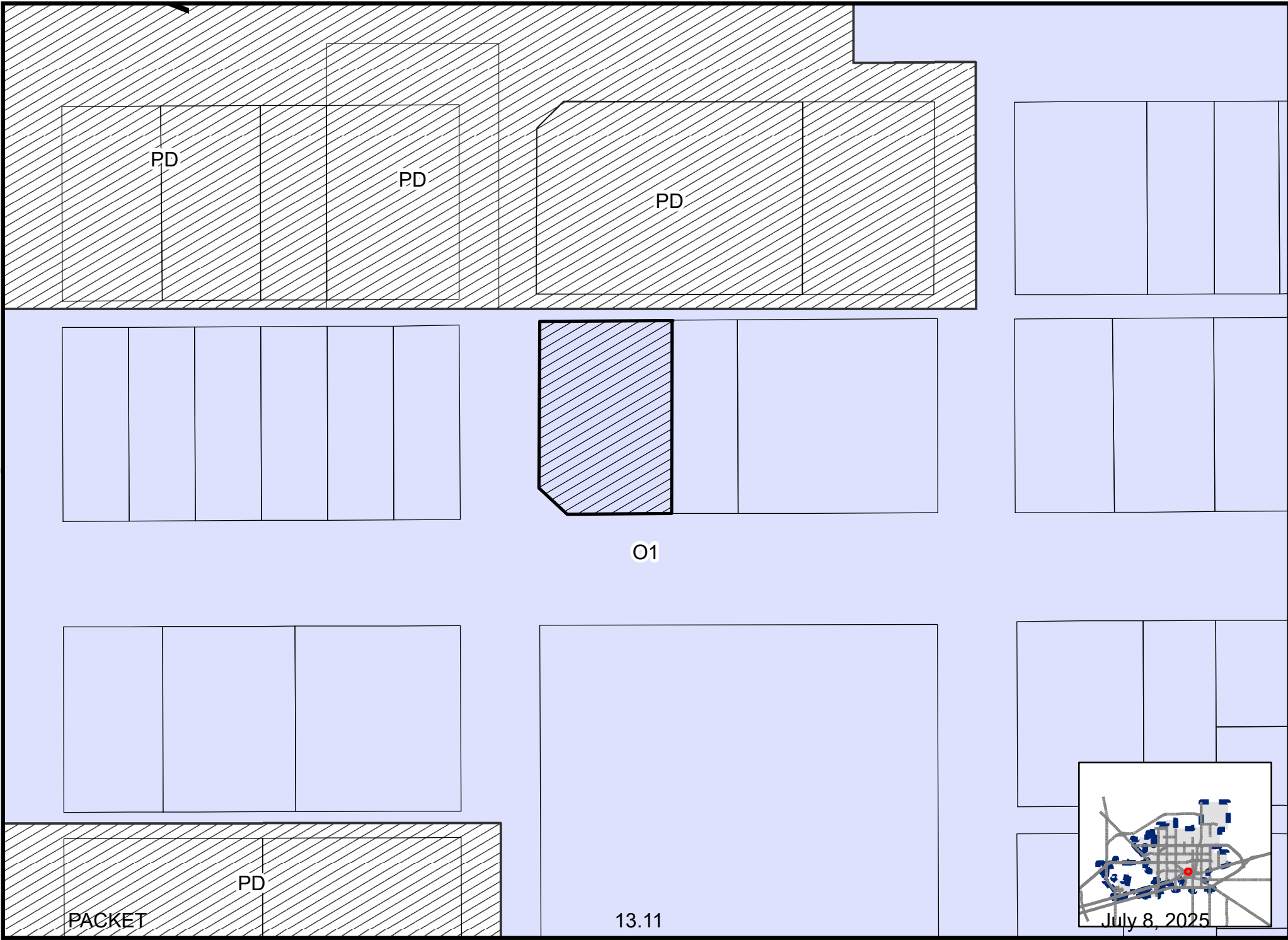
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

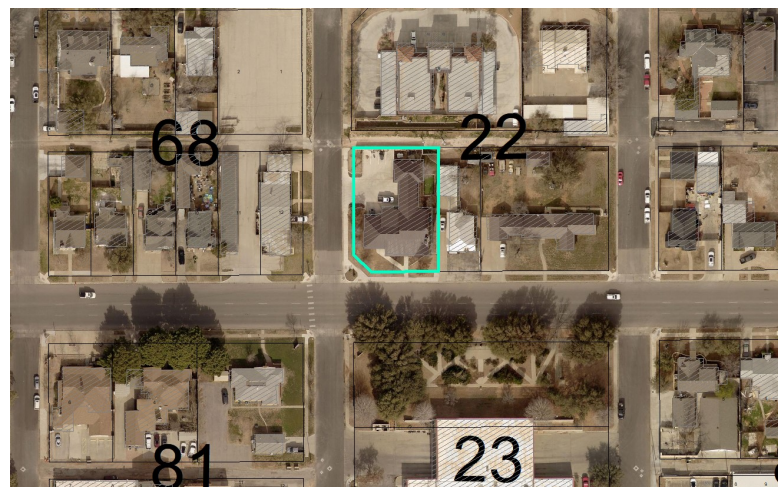


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND IS NOT TO BE USED FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









**ZONE CHANGE
1510 WEST TEXAS AVE**

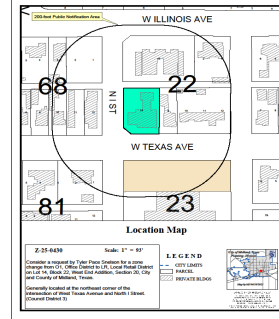


Visit Our Website

MIDLANDTEXAS.GOV

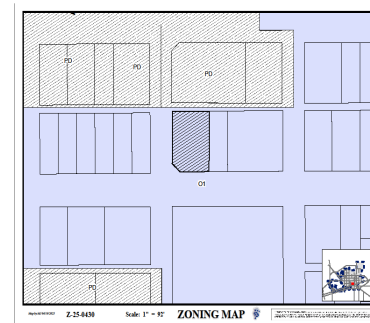
APPLICATION SUMMARY

- **Applicant:** Tyler Pace Snelson
- **Property Owner:** James Dennis Snelson
- **Location:** 1510 West Texas Ave.
- **Reason for Request:** To establish a wine service/wine merchant business.



ZONING

- **Current Zoning:** O1, Office District
- **Surrounding Zoning:**
 - **North:** PD, Planned Development District for Transitional District
 - **South/East/West:** O1, Office District
- **Proposed Zoning:** LR, Local Retail District



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LAND USE

- **Current Use:** Business Office
- **Surrounding Uses:**
 - **North:** Vacant building
 - **South:** Fire station
 - **East:** Business offices
 - **West:** Duplex
- **Proposed Use:** Retail Store





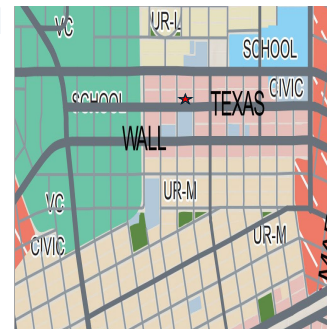
On Texas Avenue, Looking North

5



COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium (U-M)
- **Supported Uses:** Supports a mix of complementary uses from residential, commercial and mixed use.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan*.



6

RELATED ITEMS

- A specific use designation request for this property is scheduled for the July 22, 2025 City Council meeting.

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STAFF'S RECOMMENDATION

- No objections were received.
- The Planning & Zoning Commission recommended approval of this request on July 7, 2025.
- Staff recommends approval of this request.

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