

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
July 22, 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

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:
 - 3a. REGULAR SESSION OF JULY 8, 2025
4. 2025-087 – RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH MOTIVE TECHNOLOGIES, INC., FOR THE PURCHASE OF CERTAIN CAMERAS AND GLOBAL POSITIONING SYSTEM FLEET TRACKING SERVICES, THROUGH SOURCEWELL, FOR A TOTAL COST OF \$666,205.90 **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
5. 2025-088 – RESOLUTION APPROVING THE PURCHASE OF NUTANIX SERVERS, THE ASSOCIATED HARDWARE AND SOFTWARE, AND FIVE YEARS OF LICENSING, SUPPORT, AND MAINTENANCE SERVICES FROM CDW GOVERNMENT LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM FOR A TOTAL COST OF \$614,146.88 **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
6. 2025-089 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL, FOR AT TOTAL COST OF \$317,244.00 FOR EVALUATION AND DESIGN SERVICES FOR MODIFICATIONS TO THE EDGEWOOD ELEVATED STORAGE TANK, GROUND STORAGE TANK, AND PUMP STATION AREA FOR THE UTILITIES DEPARTMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2025-090 – RESOLUTION APPROVING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A NEW VIDEO BOARD AT MOMENTUM BANK BALLPARK WITH DAKTRONICS, INC., THROUGH SOURCEWELL, FOR A TOTAL COST OF \$1,519,399.00; APPROVING \$151,951.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
8. 071-2025 – MOTION AUTHORIZING THE CITY MANAGER AND THE INTERIM CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION PROVIDING FOR THE CITY OF MIDLAND'S RECEIPT OF GRANT #74 IN THE AMOUNT OF \$1,231,294.00 FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**
9. 072-2025 – MOTION AUTHORIZING THE CITY MANAGER AND THE INTERIM CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION PROVIDING FOR THE CITY OF MIDLAND'S RECEIPT OF GRANT #75 FOR THE MAF RUNWAY 16R/34L REHABILITATION (MILL AND INLAY) DESIGN PHASE AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**
10. 2025-091 – RESOLUTION APPROVING THE FISCAL YEAR 2025-2026 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE **(DISTRICT: NONE) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
11. 2025-092 – RESOLUTION APPROVING THE TRANSFER OF FOUR OIL AND GAS WELL PERMITS FROM CROWNQUEST OPERATING, LLC TO OXYROCK OPERATING, LLC; SAID OIL AND GAS WELLS BEING LOCATED IN SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
12. 073-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF LEGACY HIGH ADDITION, BEING A 116.68-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 800 FEET WEST OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND THOMASON DRIVE) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
13. 074-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF MIDLAND HIGH ADDITION, BEING A 113.80-ACRE TRACT OF

LAND OUT OF SECTION 24, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 550 FEET SOUTHWEST OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND EAST WADLEY AVENUE) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 2025-093 – RESOLUTION OF THE CITY OF MIDLAND SUSPENDING THE JULY 31, 2025, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY’S (“ONCOR’S”) REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR (THE “STEERING COMMITTEE”) TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH ONCOR AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL FOR THE STEERING COMMITTEE **(DISTRICT: ALL) (ENGINEERING SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
15. 075-2025 – MOTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE ABELL-HANGER FOUNDATION; SAID AGREEMENT PROVIDING FOR \$400,000 IN GRANT FUNDS TO BE USED FOR UPGRADES TO THE RANCH HOUSE AT BEAL PARK AS PART OF THE BEAL PARK RENOVATION PROJECT **(DISTRICT 4) (PARKS AND RECREATION) (QUALITY OF LIFE AND PLACE)**
16. 2025-094 – RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR RIDEY TRANSPORTATION INC. D/B/A XPRESS ROUTE; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE **(DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
17. 076-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-021) BETWEEN THE CITY OF MIDLAND AND PHILLIPS 66 DOS PICOS LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 8, 9, AND 10, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

18. 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 (FIRST READING HELD JULY 8, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

19. 10635 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DEFERRED FROM MAY 27, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
20. 2025-095 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR OUTDOOR MUSIC ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 635 FEET NORTH OF EAST COUNTY ROAD 72) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
21. 10651 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR 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), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RETAIL STORE 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)**
22. 10652 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 9, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH STONEWALL STREET AND EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS

AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

23. 10653 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 1.5 FEET OF LOT 8 AND THE WEST 70 FEET OF LOT 9, BLOCK 3, SCOTSDALE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF STANOLIND AVENUE, APPROXIMATELY 375 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF SAID PROPERTY AND (2) A REDUCED REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

24. 2025-096 – 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)**
25. 2025-097 – RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE PURCHASE AND INSTALLATION OF TWO (2) AAON HVAC UNITS AT THE MOMENTUM BANK BALLPARK CLUBHOUSE; AND AUTHORIZING THE CITY MANAGER TO RE-ADVERTISE FOR COMPETITIVE BIDS **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
26. 2025-098 – RESOLUTION APPROVING THE CITY OF MIDLAND'S 2025 VISION ZERO COMPREHENSIVE SAFETY ACTION PLAN ANNUAL IMPLEMENTATION PROGRESS REPORT **(DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
27. 2025-099 – RESOLUTION APPROVING AMENDMENT NO. 1 TO THE CITY OF MIDLAND VISION ZERO COMPREHENSIVE SAFETY ACTION PLAN **(DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
28. 2025-100 – RESOLUTION AUTHORIZING THE EXECUTION OF A RAW WATER SUPPLY CONTRACT BETWEEN THE CITY OF MIDLAND AND THE COLORADO RIVER MUNICIPAL WATER DISTRICT **(DISTRICT: ALL) (UTILITIES) (STRENGTHEN AND**

SUSTAIN OUR INFRASTRUCTURE)

PUBLIC COMMENT

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

STAFF PRESENTATIONS

30. Presentation of department initiatives, staff achievements, internal reports, operational updates, including, but not limited to:
 - a. Presentation by Chief Information Officer Gorgees Eskander regarding “Doing More with Less: How IT Saved \$1 Million”.

EXECUTIVE SESSION

31. 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.
 - a.2. 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
July 8, 2025**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., July 08, 2025.

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

Council Members absent: Jack Ladd

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

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
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)

Latoya Mayberry, 1712 Pavillion Parkway, Brian Shedd, 3404 Oakcrest Drive, and Laura Smith, 3200 Seaboard, all spoke in favor of this item and why the Midland Entrepreneurial Challenge (MEC) is such an important program.

Council Member Norman reported he was one of the winners of the MEC when it first began and thanked everyone who spoke.

Council Member Amy Stretcher Burkes reported it is not only about the award money, but also the educational tools provided.

Mayor Blong reported this is a good thing for Midland because of the tools provided.

John Norman moved to approve Consent Agenda items 4-6, excluding item(s) 5; seconded by Robin Poole.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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

5. 2025-086 – RESOLUTION AWARDDING 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

ITEM PULLED BY STAFF. NO ACTION TAKEN.

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)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10646.

Amy Stretcher Burkes moved to approve the second and final reading of Ordinance No. 10646; seconded by John Norman.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10647.

John Norman moved to approve the second and final reading of Ordinance No. 10647; seconded by Robin Poole.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10648.

Judd Campbell, 110 Ridglea Drive, spoke in opposition of this item.

ITEM PULLED BY STAFF, NO ACTION TAKEN.

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, 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)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10649.

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

It was determined that this bar has been out of compliance for several years operating without an SUD. It is recommended that this item be deferred until more information is provided.

Mayor Blong opened the public hearing at 10:28 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council discussion ensued as to whether or not to shut this bar down for non-compliance. More information will be gathered by staff prior to this item coming back to Council.

John Burkholder moved to defer the first of two readings of Ordinance No.10649; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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)**

Mayor Blong opened the public hearing at 10:38 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY. NO ACTION TAKEN.

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)**

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

PUBLIC HEARING ONLY. NO ACTION TAKEN.

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)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10650.

Planning Manager Landon Ochoa gave a brief overview of the item noting this is a rezone request from O-1, office district to LR, local retail district.

Mayor Blong opened the public hearing at 10:41 a.m.

Tyler Snelson, 3231 W. Shandon Avenue, spoke about his business of educating people about wine while also selling it.

There being no one else wishing to speak, the public hearing was closed at 10:43 a.m.

John Norman moved to approve the first of two readings of Ordinance No.10650; seconded by Brian Stubbs.

The motion passed by the following vote:

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

NAY: None

ABSTAIN: None

ABSENT: Ladd

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.)

Robin Campbell, 110 Ridglea Drive, asked about public comment being moved on the agenda, spoke against the TIRZ 2, inquired why Midland Development Corporation has board meetings at the Chamber instead of City Hall and would like to know what happened with campaign signs.

Judd Campbell, 110 Ridglea Drive, reported he's concerned about tax increases, appreciates city for speaking with him and would like Council to speak out their votes during the meeting.

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:

Mayor Blong recessed the City Council meeting to go into Executive Session at 10:53 a.m.

a. Section 551.071, Consultation with Attorney

- a.1. Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code; 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

All the business at hand having been completed, the meeting adjourned at 1:23 p.m.

PASSED AND APPROVED July 22, 2025.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT



City Council Meeting

Item Number: 4
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH MOTIVE TECHNOLOGIES, INC., FOR THE PURCHASE OF CERTAIN CAMERAS AND GLOBAL POSITIONING SYSTEM FLEET TRACKING SERVICES, THROUGH SOURCEWELL, FOR A TOTAL COST OF \$666,205.90 (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding a three-year agreement for Cameras and GPS Fleet Tracking Service for a total cost of \$666,205.90 from Motive Technologies Inc. through Sourcewell contract 102924-MTV.

Recommended City Council Action:

Approve

Fiscal Impact:

\$53,088 is available in the Sanitation Fund operating budget and \$167,592 is available in the ITSD Tech Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending awarding a contract for Cameras and GPS Fleet Tracking Service through Sourcewell contract 102924-MTV. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see attached memo from Gorgees Eskander, Chief Information Officer, for additional information.

Therefore, please consider a resolution awarding a three-year agreement for Cameras and GPS Fleet Tracking Service for a total cost of \$666,205.90 from Motive Technologies Inc. through Sourcewell contract 102924-MTV.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION APPROVING A THREE-YEAR
CONTRACT WITH MOTIVE TECHNOLOGIES, INC.,
FOR THE PURCHASE OF CERTAIN CAMERAS AND
GLOBAL POSITIONING SYSTEM FLEET TRACKING
SERVICES, THROUGH SOURCEWELL, FOR A
TOTAL COST OF \$666,205.90**

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

WHEREAS, Motive Technologies, Inc., has submitted a total proposed cost to the City of \$666,205.90 for the purchase of certain cameras and Global Positioning System ("GPS") fleet tracking services, through Sourcewell; and

WHEREAS, the Council finds the price proposed by Motive Technologies, Inc., through Sourcewell for said cameras and GPS fleet tracking services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Motive Technologies, Inc., for the purchase of said cameras and GPS fleet tracking services through Sourcewell;

**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 Motive Technologies, Inc., for the purchase of the above-referenced cameras and GPS fleet tracking services, through Sourcewell, for a total cost of \$666,205.90. Said contract shall be kept on file in the office of the City Secretary and referenced by the date and number of this resolution.

SECTION TWO. That funding shall be available in the ITSD Tech Fund operating budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Motive Technologies, Inc., pursuant to the terms of said contract from available

funds in the ITSD Tech Fund operating budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Contracts\Sourcewell – Cameras and GPS Fleet Tracking Services



City Council Agenda Item

MEETING DATE: July 22, 2025

TO: Erika Martinez, Purchasing Manager

FROM: Mihir Patel, Deputy Chief Information Officer

CC: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution approving a three-year agreement for Cameras and GPS Fleet Tracking Service for a total cost of \$666,205.90 from Motive Technologies Inc. via Sourcewell 102924-MTV.

Purpose:

Consider a resolution approving a three-year agreement for Cameras and GPS Fleet Tracking Service for a total cost of \$666,205.90 from Motive Technologies Inc. via Sourcewell 102924-MTV.

Discussion:

Motive Technologies Inc. helps fleets go greener, safer, and smarter with AI-powered tools. It cuts emissions, improves driver training and safety through real-time video coaching, and streamlines operations with full visibility across vehicles and equipment. Intelligent maintenance tracking reduces breakdowns, while integrated fuel data management supports sustainability goals.

The annual payment for the GPS tracking service and camera tools is \$220,680.00, totaling \$666,205.90 over three years, of which \$43,920 is budgeted in 430400-52181, of which \$5,880 is budgeted in 430401-56990, of which \$3,288 is budgeted in 430402-53380, and \$167,592 is budgeted in ITSD Tech Fund.

**CITY OF MIDLAND
SERVICE CONTRACT
#25006219**

THIS CONTRACT, effective this 23 day of July 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and Motive Technologies Inc., hereinafter referred to as the "COMPANY".

RECITALS

WHEREAS, Motive Technologies Inc. and Sourcewell ("Sourcewell"), a Minnesota service cooperative, entered into an agreement (Contract #102924-MTV) ("Sourcewell Agreement") pursuant to which Motive Technologies Inc. is offering certain fleet management services and equipment available for purchase by Sourcewell members;

WHEREAS, Customer is currently a member of the Sourcewell purchasing cooperative;

NOW THEREFORE, for good and valuable consideration hereby acknowledged, the Parties, intending to be legally bound, agree as follows to the following changes to Motive Technologies Inc.'s Additional Terms and Conditions to Sourcewell Contract #102924-MTV:

Projected Total Cost: \$ 666,205.90

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

1. COMPANY shall perform all work as set forth in Exhibit A, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in Exhibit A, attached hereto, all of which are made a part hereof and collectively evidence and constitute the entire Contract.
2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.
3. CITY agrees to pay COMPANY in current funds the price or prices shown in Exhibit A, which

forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

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

5. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

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

REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

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

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

- a. defective work not corrected;
- b. completed service report not submitted;
- c. failure of COMPANY to pay subcontractors or suppliers;
- d. damage to other work or CITY's property or equipment; or
- e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of three (3) years commencing on July 23, 2025, and terminating on July 22, 2028, unless sooner terminated as provided in this agreement. The City may at

its option, renew this agreement for a period of four (4) additional one (1) year periods. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

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

9. COMPANY shall:

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

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

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

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

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

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

h. remedy all defects in workmanship which develop within a period of one (1) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

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

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

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

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Motive Technologies Inc.
	55 Hawthorne Street, Suite 400
	San Francisco, CA 94105

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

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

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

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

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

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

18. **RELEASE:** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY’S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND

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

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL

PRIOR TO ITS EXECUTION.

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

22. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on

whether or not to grant consent to an assignment is in the sole discretion of CITY.

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

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

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

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

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

28. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon

giving at least sixty (60) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY’s sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **INSURANCE**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Worker’s Compensation: Statutory limits

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

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

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

The Workers’ Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker’s Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY’s insurance provider not later than thirty (30) days prior to any reduction or

termination of such coverage.

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.
THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Motive Technologies Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of _____



Exhibit A

Initial Order Form for CITY OF MIDLAND, TX

Valid Until 7/31/2025 12:00:00 AM¹

Order Form Number: Q-1664553

Sold To

CITY OF MIDLAND, TX

Gorgees Eskander

PO BOX 1152

MIDLAND TX 79702

US

Contract Term Start Date² 07/01/2025

Contract Term End Date² 06/30/2028

Contract Term Length² 36 months

Sales Rep

Joe Stead

joe.stead@gomotive.com

Ship To

CITY OF MIDLAND, TX

Gorgees Eskander

601 N Loraine St

MIDLAND TX 79701

US

Primary Contact

Primary Email

Primary Phone

Gorgees Eskander

geskander@midlandtexas.gov

(432) 685-7514

Billing Frequency

Annual

Billing Email

geskander@midlandtexas.gov

Payment Method

Check

Payment Terms

Net 30

Order Summary

One-Time Charges	Unit List Price	Discount %	Unit Discount Price	Quantity	Net Total
Installation - AI Omnicam (Short Run)	\$190.65	100%	\$0.00	131	\$0.00
AI Omnicam Body Mount	\$0.00		\$0.00	142	\$0.00
Asset Gateway Mini Install	\$116.25	100%	\$0.00	120	\$0.00
Installation - Vehicle Gateway + Dashcam	\$190.65	100%	\$0.00	225	\$0.00
Installation - PTO (Internal)	\$46.50	100%	\$0.00	400	\$0.00
Asset Gateway Mini	\$139.50	100%	\$0.00	300	\$0.00
AI Omnicam	\$464.07	100%	\$0.00	142	\$0.00
Installation - Asset Gateway (Wired)	\$176.70	100%	\$0.00	180	\$0.00
Cable 5005 (AUX/PTO Cable)	\$69.75	100%	\$0.00	400	\$0.00
Vehicle Gateway	\$139.50	100%	\$0.00	700	\$0.00
Installation - AI Omnicam (Long Run)	\$255.75	100%	\$0.00	11	\$0.00
Installation - Vehicle Gateway	\$120.90	100%	\$0.00	475	\$0.00
AI Dashcam (Dual-Facing)	\$418.50	100%	\$0.00	225	\$0.00
Asset Gateway Mini Cable	\$46.50	100%	\$0.00	180	\$0.00
Shipping Fee: Ground Shipping	\$4,192.00		\$4,192.00	1	\$4,192.00

PACKET

4.18

July 22, 2025

CONFIDENTIAL

Page 1 of 3

Deinstall - Gateway Removal	\$46.50	100%	\$0.00	700	\$0.00
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Subscription Charges	Monthly Unit List Price	Discount %	Unit Discount Price	Quantity	Net Total
AI Dashcam (Dual-Facing) Plan	\$46.50	66%	\$16.00	225	\$129,568.50
Enterprise Plan	\$46.50	68%	\$15.00	700	\$378,000.00
Asset Gateway Mini Plan	\$11.16	46%	\$6.00	120	\$25,938.00
AI Omnicam Plan	\$27.90	46%	\$15.00	142	\$76,680.00
Asset Gateway Mini Powered Plan	\$14.88	46%	\$8.00	180	\$51,827.40

One-Time Total ³	USD \$4,192.00
Subscription Total ³	USD \$662,013.90
Total Contract Value ³	USD \$666,205.90
Recurring Annual Total ³	USD \$220,671.30
First Invoice Total ³	USD \$224,863.30

The parties acknowledge and agree that the pricing and terms of this Order Form are the confidential information of Motive and Customer agrees not to share such information with any third parties.

Terms and Conditions for Motive Services

Introduction

The applicable portions of the Motive Terms of Service located at <https://gomotive.com/legal/terms-of-service/> (the “TOS”) govern the parties’ relationship, except as otherwise agreed to herein **or in writing signed by both parties**. Any capitalized terms not defined herein have the meanings set forth in the TOS. By executing this Order Form, Customer accepts the TOS and agrees to be bound by them.

Taxes

Customer is responsible for and agrees to pay any and all taxes that Motive may be required to collect or pay for providing the Customer with the Services. Any such taxes will be included on Customer’s invoices.

Renewal

Notwithstanding anything to the contrary in the TOS, the Services in this Order Form will not automatically renew at the end of the Contract Term.

Additional Orders and Upgrades

Promotional discounts and other credits are only available on a per order basis, as set forth in the applicable Order Form. Other than with respect to any credits set forth herein, the pricing set forth in this Order Form shall be applicable with respect to additional orders (but only with respect to the same models of Hardware and the same levels of Subscription Service plans agreed to in this Order Form) to the extent such additional orders are placed during the applicable Pricing Period as set forth in the table below, based on the overall length of your current Contract Term:

Contract Term length:	<12 months	≥ 12 months but < 36 months	≥ 36 months
Pricing Period:	NONE	first 90 days of the Contract Term	first 365 days of the Contract Term

Any additional orders placed after the Pricing Period will be subject to Motive's then-current non-promotional rates, except as otherwise agreed by the parties in writing.

The pricing for any orders for upgrades or services other than those set forth in the Order Summary will be subject to the then-current non-promotional rates offered by Motive.

The total pricing for any additional orders will be prorated based on the remainder of Customer’s current subscription term on the date of activation of the services, plus any additional charges for upgrades, taxes and shipping.

Sourcewell Contract

This quotation is quoted using the Sourcewell contract with Motive Contract Number 102924-MTV and City of Midland Customer Number 106268.

Termination for Convenience

After twelve (12) months following the Contract Term Start Date and with ninety (90) days prior written notice, Customer may terminate this Order Form. Upon such termination Customer will owe no additional fees and will forfeit pre-paid amounts for unperformed services.

Hardware Swaps

In the event that Customer retires vehicles in its fleet such that the Motive Hardware must be removed and reinstalled into another vehicle, Motive will provide such services at no additional cost if:

- (a) Such request is for at minimum 10 vehicles at at time;
- (b) For any applicable contract year, Customer may not uninstall and reinstall more than 20% of the applicable Hardware type. For example, if Customer purchased 700 Vehicle Gateways, within any contract year, only 140 units may be uninstalled and reinstalled in that contract year; and
- (c) All vehicles required for the uninstall and reinstall such Hardware must be present at the approved location at the time and date agreed by both Parties.

¹ In the event that delivery and activation of the Services has not occurred as of the Valid Until Date, Motive may require Customer to enter into a new Order Form for the Services set forth in the Order Summary and void this Order Form. Upon execution of the updated Order Form, this Order Form shall be void and of no effect.

² Motive may move the Contract Term Start Date, Contract Term End Date, Order Term Start Date based on the date that Motive activates or delivers the Services in the Order Summary. Customer may contact support@gomotive.com for confirmation of the Contract Term Start Date, Contract Term End Date, and Order Term Start Date. Order Term Lengths are estimates only and your prorated billing will be reflected on Customer's invoices.

³ Amounts are estimated, and Customer's invoice may include additional charges for shipping and tax. Pricing for additional orders and upgrades will be prorated based on the remainder of the Contract Term at the time of activation or delivery of the Services, which will be reflected on Customer's invoices.

Accepted and agreed to by Customer's authorized representative.

Customer: CITY OF MIDLAND, TX

Signature

Printed Name

Date



City Council Meeting

Item Number: 5
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF NUTANIX SERVERS, THE ASSOCIATED HARDWARE AND SOFTWARE, AND FIVE YEARS OF LICENSING, SUPPORT, AND MAINTENANCE SERVICES FROM CDW GOVERNMENT LLC, THROUGH THE INTERLOCAL PURCHASING SYSTEM FOR A TOTAL COST OF \$614,146.88 (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of Nutanix servers for the primary data center and disaster recovery site for a five (5) year total cost of \$614,146.88 from CDW-Government LLC through the TIPS contract #230105.

Recommended City Council Action:

Approve

Fiscal Impact:

\$550,906.55 is available in Fund (777) and the remaining \$63,240.33 is available in Tech Fund (770).

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending approving the purchase of Nutanix servers for the primary data center and disaster recovery site through the TIPS contract #230105. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see attached memo from Gorgees Eskander, Chief Information Officer, for additional information.

Therefore, please consider a resolution approving the purchase of Nutanix servers for the primary data center and disaster recovery site for a five (5) year total cost of \$614,146.88 from CDW-Government LLC through the TIPS contract #230105.



City Manager's Office



City Council Agenda Item

MEETING DATE: July 22, 2025

TO: Erika Martinez, Purchasing Manager

FROM: Gorgees Eskander, Chief Information Officer

SUBJECT: Consider a resolution approving the purchase of Nutanix servers for the primary data center and disaster recovery site for a total cost of \$614,146.88 from CDW-Government LLC via TIPS 230105.

Purpose:

Consider a resolution approving the purchase of Nutanix servers for the primary data center and disaster recovery site for a total cost of \$614,146.88 from CDW-Government LLC via TIPS 230105.

Discussion:

This purchase will refresh the City's data center and disaster recovery site, replacing equipment that has been in production for over five years. The Nutanix purchase includes all hardware, software, licenses, support, and maintenance for five years.

The new system will significantly improve recovery times in the event of a disaster at the primary site, supporting the City's resilience and business continuity goals. It will enable critical City systems, such as public safety, utility billing, permitting, financial systems, and employee services, to remain operational or recover quickly in the event of hardware failure or disaster, minimizing downtime for City staff and the community.

In addition to the disaster recovery, this investment will improve the speed, stability, and efficiency of the City's day-to-day operations across all departments. This modern system will also position the City to support future technology needs while ensuring the protection of City data and services.

The total cost of this agreement is \$614,146.88. Funding in the amount of \$550,906.55 is available in Fund (777) and the remaining \$63,240.33 is available in Tech Fund (770).



\$ 614,146.88

Customer:	City of Midland	Contract: TIPS 230105 Tech Solutions, Products, and Services(230105)	Quote Number:	250703A
Contact:	Gorgees Eskander		Quote Date:	July 3, 2025
Address:	601 N Loraine		Prepared By:	Alyssa McArthur-Guzman
	Midland TX		Phone:	(877)621-3156
Phone:			Email:	alysmca@cdwg.com

QTY	MFG PART	DESCRIPTION	UNIT COST	EXT. COST
3	NX-8155-G9-6544Y-CM	NX-8155-G9, 1 Node; 2x Intel Xeon-Gold 6544Y processor (3.6 GHz/ 16-core/ 270W,Emerald Rapids) per node Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 13,764.92	\$ 41,294.76
48	C-MEM-64GB-5600-CM	64GB Memory Module (5600MHz DDR5 RDM) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 317.76	\$ 15,252.54
18	C-NVM-15.36TB-A-CM	15.36 TB NVMe SSD Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 1,707.05	\$ 30,726.96
3	C-LOM-10G2B1BT-CM	LOM Module: SMC 10GbE, 2-port Base-T & 2-port SFP+ NIC (Intel X710) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 410.23	\$ 1,230.68
3	C-NIC-25G2D1-CM	SMC 25/10GbE, 2-port, NIC (BCM 57414);transceiver not included Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 320.90	\$ 962.71
6	C-PWR-4FC13C14A-CM	C13/C14, 10A, 4ft Power cord Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 17.04	\$ 102.23
3	C-TPM-2.0-U-CM	TPM 2.0 Module Unprovisioned Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 63.89	\$ 191.66

4	NX-8155-G9-6544Y-CM	NX-8155-G9, 1 Node; 2x Intel Xeon-Gold 6544Y processor (3.6 GHz/ 16-core/ 270W,Emerald Rapids) per node Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 13,764.92	\$ 55,059.68
64	C-MEM-64GB-5600-CM	64GB Memory Module (5600MHz DDR5 RDM) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 317.76	\$ 20,336.72
24	C-NVM-15.36TB-A-CM	15.36 TB NVMe SSD Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 1,707.05	\$ 40,969.28
4	C-LOM-10G2B1BT-CM	LOM Module: SMC 10GbE, 2-port Base-T & 2-port SFP+ NIC (Intel X710) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 410.23	\$ 1,640.91
4	C-NIC-25G2D1-CM	SMC 25/10GbE, 2-port, NIC (BCM 57414);transceiver not included Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 320.90	\$ 1,283.62
8	C-PWR-4FC13C14A-CM	C13/C14, 10A, 4ft Power cord Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 17.04	\$ 136.31
4	C-TPM-2.0-U-CM	TPM 2.0 Module Unprovisioned Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 63.89	\$ 255.54
96	SW-NCI-ULT-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Ultimate Software License & Production Software Support Service for 1 CPU Core Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 1,495.02	\$ 143,521.74
60	TERM-MONTHS	Term in months Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -

96	SW-NCM-STR-PR	Subscription, Nutanix Cloud Manager (NCM) Starter Software License & Production Software Support Service for 1 CPU Core Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 199.38	\$ 19,140.36
60	TERM-MONTHS	Term in months Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
3	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 3,594.05	\$ 10,782.16
60	SUPPORT-TERM	Support Term in Months Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
128	SW-NCI-ULT-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Ultimate Software License & Production Software Support Service for 1 CPU Core Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 1,495.02	\$ 191,362.32
60	TERM-MONTHS	Term in months Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
128	SW-NCM-STR-PR	Subscription, Nutanix Cloud Manager (NCM) Starter Software License & Production Software Support Service for 1 CPU Core Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 199.38	\$ 25,520.48
60	TERM-MONTHS	Term in months Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
4	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 3,594.05	\$ 14,376.21

60	SUPPORT-TERM	Support Term in Months Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
1	PLATFORM INTEGRATION	Platform Integration Fee Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
1	PLATFORM INTEGRATION	Platform Integration Fee Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
FREIGHT:			\$	-
GRAND TOTAL:			\$	614,146.88
Corporate Headquarters: Will Call & Third Party Pickup 200 North Milwaukee Ave. Vernon Hills, IL 60061 Please remit payment to: CDW Government 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515				

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF
NUTANIX SERVERS, THE ASSOCIATED
HARDWARE AND SOFTWARE, AND FIVE YEARS OF
LICENSING, SUPPORT, AND MAINTENANCE
SERVICES FROM CDW GOVERNMENT LLC,
THROUGH THE INTERLOCAL PURCHASING
SYSTEM FOR A TOTAL COST OF \$614,146.88**

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

WHEREAS, CDW Government LLC has submitted a total proposed cost to the City of \$614,146.88 for the purchase of Nutanix servers, the associated hardware and software and five years of licensing, support, and maintenance services for the primary data center and disaster recovery site through TIPS, as shown on the quote attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by CDW Government LLC through TIPS, for the purchase of Nutanix servers, the associated hardware and software and five years of licensing, support, and maintenance services for the primary data center and disaster recovery site to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase Nutanix servers, the associated hardware and software and five years of licensing, support, and maintenance services for the primary data center and disaster recovery site from CDW Government LLC through TIPS;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase Nutanix servers, the associated hardware and software and five years of licensing, support, and maintenance services for the primary data center and disaster recovery site from CDW Government LLC through TIPS for a total cost of \$614,146.88.

SECTION TWO. That \$550,906.55 shall be available in Fund (777) and \$63,240.33 shall be available in the Tech Fund (770).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay CDW Government LLC for said Nutanix servers, associated hardware and software and five years of licensing, support, and maintenance services 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

S:\Resolutions\Purchase\2025\Purchases\TIPS – Nutanix Servers

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Purchases\TIPS – Nutanix Servers



\$ 614,146.88

Customer:	City of Midland	Contract: TIPS 230105 Tech Solutions, Products, and Services(230105)	Quote Number:	250703A
Contact:	Gorgees Eskander		Quote Date:	July 3, 2025
Address:	601 N Loraine		Prepared By:	Alyssa McArthur-Guzman
	Midland TX		Phone:	(877)621-3156
Phone:			Email:	alysmca@cdwg.com

QTY	MFG PART	DESCRIPTION	UNIT COST	EXT. COST
3	NX-8155-G9-6544Y-CM	NX-8155-G9, 1 Node; 2x Intel Xeon-Gold 6544Y processor (3.6 GHz/ 16-core/ 270W,Emerald Rapids) per node Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 13,764.92	\$ 41,294.76
48	C-MEM-64GB-5600-CM	64GB Memory Module (5600MHz DDR5 RDM) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 317.76	\$ 15,252.54
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3	C-LOM-10G2B1BT-CM	LOM Module: SMC 10GbE, 2-port Base-T & 2-port SFP+ NIC (Intel X710) Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 410.23	\$ 1,230.68
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6	C-PWR-4FC13C14A-CM	C13/C14, 10A, 4ft Power cord Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 17.04	\$ 102.23
3	C-TPM-2.0-U-CM	TPM 2.0 Module Unprovisioned Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 63.89	\$ 191.66

PACKET

5.11
Exhibit "A"

July 22, 2025

4	NX-8155-G9-6544Y-CM	NX-8155-G9, 1 Node; 2x Intel Xeon-Gold 6544Y processor (3.6 GHz/ 16-core/ 270W,Emerald Rapids) per node Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 13,764.92	\$ 55,059.68
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3	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ 3,594.05	\$ 10,782.16
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1	PLATFORM INTEGRATION	Platform Integration Fee Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
1	PLATFORM INTEGRATION	Platform Integration Fee Product stocked by manufacturer. Delivery times vary. Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	\$ -	\$ -
FREIGHT:			\$	-
GRAND TOTAL:			\$	614,146.88
Corporate Headquarters: Will Call & Third Party Pickup 200 North Milwaukee Ave. Vernon Hills, IL 60061 Please remit payment to: CDW Government 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515				



City Council Meeting

Item Number: 6
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL, FOR AT TOTAL COST OF \$317,244.00 FOR EVALUATION AND DESIGN SERVICES FOR MODIFICATIONS TO THE EDGEWOOD ELEVATED STORAGE TANK, GROUND STORAGE TANK, AND PUMP STATION AREA FOR THE UTILITIES DEPARTMENT (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing a professional services agreement for a model of the Edgewood Elevated Storage Tank, Ground Storage Tank and Pump Station area with Parkhill, Smith & Cooper, Inc. dba Parkhill for a total cost of \$317,244.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Utilities FY25 operations budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Resolution 2025-074 approved the selection of Parkhill, Smith & Cooper, Inc. dba Parkhill, for performance of on-call engineering support services for the Utilities Department. Please see

the attached memo from Carl Craigo, Utilities Director, for additional information. Therefore, please consider a resolution authorizing a professional services agreement for a model of the Edgewood Elevated Storage Tank, Ground Storage Tank and Pump Station area with Parkhill, Smith & Cooper, Inc. dba Parkhill for a total cost of \$317,244.00.



City Manager's Office



INTEROFFICE MEMORANDUM

To: Erika Martinez, Purchasing Manager

From: Carl Craig, PE

Date: 7/22/2025

Subject: Approval of Proposal for Engineering Services – Secondary Capacity Enhancements to Ground Storage Tanks

Dear Erika,

I am writing to council approval of the resolution to enter into an agreement with Parkhill for engineering services to support enhancements to our water main distribution system. These enhancements are aimed at increasing the system's ability to provide secondary capacity to the City's ground storage tanks.

Background:

As part of our long-term water infrastructure planning, the Utilities Department identified a critical need to enhance the flexibility and reliability of our distribution system. Specifically, this project will focus on the evaluation and design of modifications necessary to provide an alternative path of flow to our ground storage tanks, thereby adding operational resilience and backup capacity in the event of disruptions.

Scope of Work:

Parkhill, the ENGINEER, will perform the following key tasks:

1. **Preliminary Analysis and Investigation:**
 - Site analysis and data verification
 - Collection of historical and pressure data
2. **Hydraulic Modeling:**
 - Update and run flow/pressure models for multiple scenarios
 - Determine operational parameters and valve performance
 - Evaluate surge impacts
3. **Findings and Recommendations:**
 - Technical summary and recommended improvements
 - Operational protocols for high-to-low plane transfers
4. **Design Phase:**
 - Preparation of plans and specifications for piping and valving modifications
 - Submittals at 60%, 90%, and final bid stages
 - Coordination with City staff and constructability review

5. **Bidding and Construction Administration:**

- Pre-bid coordination, addenda, and bid evaluation
- Review of submittals, change orders, and payment requests
- Final site visits and record drawings

6. **Sub-Consultant Services:**

- Surveying and subsurface utility engineering (SUE)

Justification:

This project is a key initiative supporting Goal 6 of the City of Midland Strategic Plan, focusing on critical infrastructure investment. The enhancements proposed will ensure that our water system maintains redundancy and operational flexibility, both of which are vital to service reliability and regulatory compliance.

Cost and Funding:

The total proposed fee is **\$280,122**, to be funded through the approved Utilities operations budget for FY25.

Request for Approval:

Given the importance of ensuring secondary capacity for our ground storage tanks and the comprehensive scope of services offered, I respectfully request approval of the resolution authorizing execution of the agreement with Parkhill for this project.

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

Sincerely,

Carl Craigo, PE
Utilities Director

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT WITH
PARKHILL, SMITH & COOPER, INC., D/B/A
PARKHILL, FOR AT TOTAL COST OF \$317,244.00
FOR EVALUATION AND DESIGN SERVICES FOR
MODIFICATIONS TO THE EDGEWOOD ELEVATED
STORAGE TANK, GROUND STORAGE TANK, AND
PUMP STATION AREA FOR THE UTILITIES
DEPARTMENT**

WHEREAS, the City Council approved Resolution 2025-074 selecting seven (7) engineering firms to provide engineering support services on an as-needed basis; and

WHEREAS, the Utilities Department has selected Parkhill, Smith & Cooper, Inc., d/b/a Parkhill ("Parkhill") to provide evaluation and design services for modifications to the Edgewood elevated storage tank, ground storage tank, and pump station area; and

WHEREAS, Parkhill has agreed to perform said professional services for a total cost of \$317,244.00; and

WHEREAS, the City Council finds that Parkhill is qualified to perform said professional services; and

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

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

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

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

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

professional services agreement with Parkhill to provide evaluation and design services for modifications to the Edgewood elevated storage tank, ground storage tank, and pump station area. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That funding shall be available in the Utilities FY25 operations budget.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Parkhill in accordance with the terms of said professional services agreement from funds available in the Utilities FY25 operations budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

S:\Resolutions\Purchase\2025\Contracts\Authorize PSA – Edgewood Evaluation and Design Services

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Contracts\Authorize PSA – Edgewood Evaluation and Design Services

PROFESSIONAL SERVICES AGREEMENT
25006265

THIS AGREEMENT is made and effective the 23 day of July 2025, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Parkhill Smith & Cooper Inc. dba Parkhill (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform a model of the Edgewood Elevated Storage Tank, Ground Storage Tank and Pump Station area, (the “*Services*”) for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed \$317,244.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

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

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

ARTICLE IV. TERM

The term of this Agreement shall be from July 23, 2025 through July 22, 2026, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers’ Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

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

If to COMPANY: Parkhill Smith & Cooper Inc. dba Parkhill
 1700 W Wall St. Ste. 100
 Midland TX 79701

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Parkhill Smith & Cooper Inc. dba Parkhill, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

June 26, 2025

Mr. Carl Craigo, PE
Utilities Director
City of Midland
300 North Lorraine, 5th Floor
Midland, Texas 79701

RE: Proposal for Professional Services
City of Midland Edgewood Model Design 2025
Midland, Texas 79701

Dear Mr. Craigo:

Parkhill is pleased to have the opportunity to provide this proposal for Engineering Services to the City of Midland for the referenced Project.

PROJECT UNDERSTANDING

The Project will consist of gathering information to perform a model of the Edgewood Elevated Storage Tank, Ground Storage Tank and Pump Station area. Goals of the modeling are to study and determine the expected response of the EST with differing positions of the valves in Storey Avenue. Modeling will also be used to determine operational procedures for transfer of water from the high to low plane in this area. Results of the modeling will be used to design piping and/or valving changes needed.

SCOPE OF SERVICES

Task 1: Preliminary Analysis & Investigation

- Scope Development/Contract Execution/Site Analysis
- Historical Data Collection/Verification
- Pressure Data Collection

TASK 2 - Edgewood Area Hydraulic Model

- Update/Input data in Model
- Model Flow & Pressure (3 scenarios)
- Determine Operational Parameters (High to Low Planes)
- Perform/Evaluate Surge Model for High to Low valve timing

TASK 3 - Findings and Recommended Improvements

- Develop O&M for High to Low Transfer
- Technical Summary of Findings and Recommendations

TASK 4 - Piping Reconfiguration Design

- Coordination with Subconsultants
- Coordination with City of Midland
- 60% Plans Submittal
- Owner Review and Comment
- 90% Bid Package (Plans & Project Manual) Submittal
- Owner Review and Comment
- Constructability Review (Internal)
- 100% Final Bid Package and OPCC

TASK 5 - Bidding/Award Phase

- Develop Advertisement/Coordinate with City
- Furnish bid documents
- Schedule & Attend Pre-Bid Meeting
- Issue Addenda, maximum of 2
- Attend Bid Opening/Distribute Opening data
- Evaluate Proposals and make recommendations

TASK 6 - Construction Administration

- Prepare Conformed Construction Documents
- Schedule & Attend Pre-Construction Meeting
- Review Submittals and RFIs, max of 3 RFIs
- Schedule & Attend Monthly Progress Meetings (6)
- Preparation of Change Orders, max of 2 COs
- Prepare/Review Contractor's Payment Requests
- Site Visits, including Final Site visit
- Prepare Record Drawings

TASK 7 - Sub Consultants Services and Reimbursable Expenses

- SUE Level B
- Survey Existing Surface Features

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Archeological Investigation/Survey
- Easement Negotiation/Acquisition
- Third-Party Independent Construction Inspection Services
- Construction Material Testing
- Preparation of Construction Documents for more than one Bid Package
- Multiple Bid Packages
- Phased Construction
- Fast-track Construction

SCHEDULE

Work will be conducted over a 17 month period.

Tasks 1 - 3 Model Phase: 5 Months

Tasks 4 - 7 Design, Bid and Construction Phases: 12 Months

COMPENSATION

Our fee for the Scope of Services described above will be based on an hourly rate. We estimate this to be approximately \$280,122.00. The current hourly rates are enclosed.

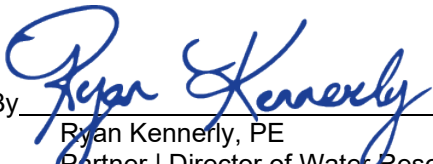
Task 1: Preliminary Analysis & Investigation (Modeling)	\$20,000.00
Task 2: Hydraulic Modeling	\$60,000.00
Task 3: Findings & Recommendations (Modeling)	\$34,000.00
Sub-Total Modeling	\$114,000.00
Task 4: Piping Reconfigure Design.....	\$60,000.00
Task 5: Bid/Award	\$23,000.00
Task 6: Construction Administration	\$46,000.00
Task 7: Sub-Consultants/Reimbursable Expenses	\$37,122.00
Sub-Total Design	\$166,122.00
TOTAL.....	\$280,122.00

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs and include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, reproduction of Contract Documents, Survey and SUE. We estimate these expenses to be approximately \$37,122.00.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By 
Ryan Kennerly, PE
Partner | Director of Water Resources

CITY OF MIDLAND

Signature: _____

Name: _____

Title: _____

Date: _____

RSK/vg

Enclosures: Hourly Rate Sheet
Labor Sheet

cc: Jose Ortiz, PE – City of Midland
Kevin Krueger, PE – Parkhill

Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: City of Midland

Project: Midland Edgewood Modeling

Agreement Date: _____

Location: Midland, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$79.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$92.00	Architect	\$196.00	Architect	\$306.00
SUPPORT STAFF III	\$127.00	Civil Engineer	\$239.00	Civil Engineer	\$332.00
SUPPORT STAFF IV	\$136.00	Electrical Engineer	\$233.00	Electrical Engineer	\$331.00
SUPPORT STAFF V	\$150.00	Interior Designer	\$174.00	Interior Designer	\$248.00
SUPPORT STAFF VI	\$163.00	Landscape Architect	\$188.00	Landscape Architect	\$266.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$223.00	Mechanical Engineer	\$315.00
Architect	\$160.00	Structural Engineer	\$231.00	Structural Engineer	\$297.00
Civil Engineer	\$173.00	Survey Tech	\$179.00	Professional Land Surveyor	\$277.00
Electrical Engineer	\$177.00	Other Professional	\$172.00	Other Professional	\$258.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$151.00	Architect	\$239.00	Architect	\$390.00
Mechanical Engineer	\$166.00	Civil Engineer	\$279.00	Civil Engineer	\$400.00
Structural Engineer	\$166.00	Electrical Engineer	\$273.00	Electrical Engineer	\$393.00
Survey Tech	\$141.00	Interior Designer	\$191.00	Interior Designer	\$284.00
Other Professional	\$149.00	Landscape Architect	\$204.00	Landscape Architect	\$341.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$261.00	Mechanical Engineer	\$373.00
Architect	\$173.00	Structural Engineer	\$266.00	Structural Engineer	\$393.00
Civil Engineer	\$194.00	Survey Tech	\$218.00	Professional Land Surveyor	\$335.00
Electrical Engineer	\$200.00	Other Professional	\$203.00	Other Professional	\$326.00
Interior Designer	\$159.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$159.00	Architect	\$291.00		
Mechanical Engineer	\$191.00	Civil Engineer	\$331.00		
Structural Engineer	\$188.00	Electrical Engineer	\$328.00		
Survey Tech	\$153.00	Interior Designer	\$230.00		
Other Professional	\$157.00	Landscape Architect	\$248.00		
		Mechanical Engineer	\$313.00		
		Structural Engineer	\$294.00		
		Professional Land Surveyor	\$247.00		
		Other Professional	\$226.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2025 through December 31, 2025.
After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.

Labor Costs	Project	Midland Edgewood Model & Improvements			Project Number: 180	Task/Discipline:	WR			Current Total Fee:	\$280,743								
Category	1		2		3		4		5		6		7		8		9		
	Civil/Engineers		Civil/Engineers		Other/Professionals		Civil/Engineers		Support/Employees		Support/Employees		Civil/Engineers		Other/Professionals		Civil/Engineers		
	Team Leader Civil-PL7		Senior Civil Project Manager-PL7		Other Professional-PL4		Senior Civil Engineer-PL6		Support Staff-SS6		Support Staff-SS6		Senior Civil Engineer-PL6		Technologist-PL5		Civil Engineer-PL1		
	Hourly/Billing Rate		\$400.00		\$200.00		\$332.00		\$163.00		\$163.00		\$332.00		\$226.00		\$157.00		
Resource (Insert Name (Last, F, Initial))		K Kennedy		K Kennedy		D Nelson		K Kennedy		J Nicholson		J Nicholson		A Davis		W Berry			
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
TASK 1 - Preliminary Analysis and Investigation																			
Scope Development/Contract Execution Site Analysis Historical Data Collection/Verification Pressure Data Collection		1		2			1		2				2						
													2						
													18						
													16						
TASK 2 - Edgewood Area Hydraulic Model																			
Update/Input data in Model Model Flow & Pressure (3 scenarios) Determine Operational Parameters (High to Low Planes) Perform/Evaluate Surge Model for High to low wave timing						10							6						
		2		6		23		2					60						
						8							20						
		4		6		4		4					40						
TASK 3 - Findings and Recommended Improvements																			
Develop O&M for High to Low Transfer Technical Summary of Findings and Recommendations		3		6		10		4		4		6		20		8			
		4		12		12		4		4		6		12		6			
TASK 4 - Pricing/Reconfiguration Details																			
Coordination with Subconsultants Coordination with City of Midland 60% Plans Submittal Owner Review and Comment 90% Bid Package (Plans & Project Manual) Submittal Owner Review and Comment Constructability Review (Internal) 100% Final Bid Package and O&M			4		12				8									8	
		4		4		8		2											
				6		18									24			6	
				4		12													
				6		24				8		18							
				4		8											18		10
								12											
				2		10				4		8						14	
TASK 5 - Bidding/Award Phase																			
Develop Advertisement/Coordinate with City Furnish bid documents Schedule & Attend Pre-Bid Meeting Issue Addenda, maximum of 2 Attend Bid Opening/Distribute Opening data Evaluate Proposals and make recommendations			2		4				2		2								
				1		4				4		6				4			
				3		6				2		2							
				4		10				2		3				8			
		2		4		10				2									
TASK 6 - Construction Administration																			
Prepare Conform Construction Documents Schedule & Attend Pre-Construction Meeting Review Submittals and RFIs, max of 3 RFIs Schedule & Attend Monthly Progress Meetings (6) Preparation of Change Orders, max of 2 COs Prepare/Review Contractor's Payment Requests Site Visits, including Final Site visit Prepare Record Drawings			2		6				4		4				10			4	
			2		4				2										
			4		12				10									8	
			12		14				6									6	
	1		6		10				8					10					
			6		10				8										
			4		6														
			2		4				4							8			
	TASK 7 - Sub Consultants																		
SUE Level B Design Survey Services																			
Hours		Trip Costs		21		118		293		20		84		50		196		120	
Labor Subtotal				\$8,400		\$47,200		\$58,074		\$9,628		\$13,882		\$8,965		\$65,072		\$24,860	
						</													

PROFESSIONAL SERVICES AGREEMENT
25006265

THIS AGREEMENT is made and effective the 23 day of July 2025, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Parkhill Smith & Cooper Inc. dba Parkhill (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform a model of the Edgewood Elevated Storage Tank, Ground Storage Tank and Pump Station area, (the “*Services*”) for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed \$317,244.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

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

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

ARTICLE IV. TERM

The term of this Agreement shall be from July 23, 2025 through July 22, 2026, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

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

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

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

Workers’ Compensation: Statutory limits

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

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

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

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

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

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

If to COMPANY: Parkhill Smith & Cooper Inc. dba Parkhill
 1700 W Wall St. Ste. 100
 Midland TX 79701

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Parkhill Smith & Cooper Inc. dba Parkhill, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

June 26, 2025

Mr. Carl Craigo, PE
Utilities Director
City of Midland
300 North Lorraine, 5th Floor
Midland, Texas 79701

RE: Proposal for Professional Services
City of Midland Edgewood Model Design 2025
Midland, Texas 79701

Dear Mr. Craigo:

Parkhill is pleased to have the opportunity to provide this proposal for Engineering Services to the City of Midland for the referenced Project.

PROJECT UNDERSTANDING

The Project will consist of gathering information to perform a model of the Edgewood Elevated Storage Tank, Ground Storage Tank and Pump Station area. Goals of the modeling are to study and determine the expected response of the EST with differing positions of the valves in Storey Avenue. Modeling will also be used to determine operational procedures for transfer of water from the high to low plane in this area. Results of the modeling will be used to design piping and/or valving changes needed.

SCOPE OF SERVICES

Task 1: Preliminary Analysis & Investigation

- Scope Development/Contract Execution/Site Analysis
- Historical Data Collection/Verification
- Pressure Data Collection

TASK 2 - Edgewood Area Hydraulic Model

- Update/Input data in Model
- Model Flow & Pressure (3 scenarios)
- Determine Operational Parameters (High to Low Planes)
- Perform/Evaluate Surge Model for High to Low valve timing

TASK 3 - Findings and Recommended Improvements

- Develop O&M for High to Low Transfer
- Technical Summary of Findings and Recommendations

TASK 4 - Piping Reconfiguration Design

- Coordination with Subconsultants
- Coordination with City of Midland
- 60% Plans Submittal
- Owner Review and Comment
- 90% Bid Package (Plans & Project Manual) Submittal
- Owner Review and Comment
- Constructability Review (Internal)
- 100% Final Bid Package and OPCC

TASK 5 - Bidding/Award Phase

- Develop Advertisement/Coordinate with City
- Furnish bid documents
- Schedule & Attend Pre-Bid Meeting
- Issue Addenda, maximum of 2
- Attend Bid Opening/Distribute Opening data
- Evaluate Proposals and make recommendations

TASK 6 - Construction Administration

- Prepare Conformed Construction Documents
- Schedule & Attend Pre-Construction Meeting
- Review Submittals and RFIs, max of 3 RFIs
- Schedule & Attend Monthly Progress Meetings (6)
- Preparation of Change Orders, max of 2 COs
- Prepare/Review Contractor's Payment Requests
- Site Visits, including Final Site visit
- Prepare Record Drawings

TASK 7 - Sub Consultants Services and Reimbursable Expenses

- SUE Level B
- Survey Existing Surface Features

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Archeological Investigation/Survey
- Easement Negotiation/Acquisition
- Third-Party Independent Construction Inspection Services
- Construction Material Testing
- Preparation of Construction Documents for more than one Bid Package
- Multiple Bid Packages
- Phased Construction
- Fast-track Construction

SCHEDULE

Work will be conducted over a 17 month period.

Tasks 1 - 3 Model Phase: 5 Months

Tasks 4 - 7 Design, Bid and Construction Phases: 12 Months

COMPENSATION

Our fee for the Scope of Services described above will be based on an hourly rate. We estimate this to be approximately \$280,122.00. The current hourly rates are enclosed.

Task 1: Preliminary Analysis & Investigation (Modeling)	\$20,000.00
Task 2: Hydraulic Modeling	\$60,000.00
Task 3: Findings & Recommendations (Modeling)	\$34,000.00
Sub-Total Modeling	\$114,000.00
Task 4: Piping Reconfigure Design.....	\$60,000.00
Task 5: Bid/Award	\$23,000.00
Task 6: Construction Administration	\$46,000.00
Task 7: Sub-Consultants/Reimbursable Expenses	\$37,122.00
Sub-Total Design	\$166,122.00
TOTAL.....	\$280,122.00

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs and include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, reproduction of Contract Documents, Survey and SUE. We estimate these expenses to be approximately \$37,122.00.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By 
Ryan Kennerly, PE
Partner | Director of Water Resources

CITY OF MIDLAND

Signature: _____

Name: _____

Title: _____

Date: _____

RSK/vg

Enclosures: Hourly Rate Sheet
Labor Sheet

cc: Jose Ortiz, PE – City of Midland
Kevin Krueger, PE – Parkhill

Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: City of Midland

Project: Midland Edgewood Modeling

Agreement Date: _____

Location: Midland, Texas

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$79.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$92.00	Architect	\$196.00	Architect	\$306.00
SUPPORT STAFF III	\$127.00	Civil Engineer	\$239.00	Civil Engineer	\$332.00
SUPPORT STAFF IV	\$136.00	Electrical Engineer	\$233.00	Electrical Engineer	\$331.00
SUPPORT STAFF V	\$150.00	Interior Designer	\$174.00	Interior Designer	\$248.00
SUPPORT STAFF VI	\$163.00	Landscape Architect	\$188.00	Landscape Architect	\$266.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$223.00	Mechanical Engineer	\$315.00
Architect	\$160.00	Structural Engineer	\$231.00	Structural Engineer	\$297.00
Civil Engineer	\$173.00	Survey Tech	\$179.00	Professional Land Surveyor	\$277.00
Electrical Engineer	\$177.00	Other Professional	\$172.00	Other Professional	\$258.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$151.00	Architect	\$239.00	Architect	\$390.00
Mechanical Engineer	\$166.00	Civil Engineer	\$279.00	Civil Engineer	\$400.00
Structural Engineer	\$166.00	Electrical Engineer	\$273.00	Electrical Engineer	\$393.00
Survey Tech	\$141.00	Interior Designer	\$191.00	Interior Designer	\$284.00
Other Professional	\$149.00	Landscape Architect	\$204.00	Landscape Architect	\$341.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$261.00	Mechanical Engineer	\$373.00
Architect	\$173.00	Structural Engineer	\$266.00	Structural Engineer	\$393.00
Civil Engineer	\$194.00	Survey Tech	\$218.00	Professional Land Surveyor	\$335.00
Electrical Engineer	\$200.00	Other Professional	\$203.00	Other Professional	\$326.00
Interior Designer	\$159.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$159.00	Architect	\$291.00		
Mechanical Engineer	\$191.00	Civil Engineer	\$331.00		
Structural Engineer	\$188.00	Electrical Engineer	\$328.00		
Survey Tech	\$153.00	Interior Designer	\$230.00		
Other Professional	\$157.00	Landscape Architect	\$248.00		
		Mechanical Engineer	\$313.00		
		Structural Engineer	\$294.00		
		Professional Land Surveyor	\$247.00		
		Other Professional	\$226.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2025 through December 31, 2025.
After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.

Project:		Midland Edgewood Model & Improvements			Project Number: 702		Title/Discipline:		WR		Current Total Fee:		\$280,743	
Category	Staff Title - Lead	Hourly Billing Rate	Resource/Person/Week/Person/Week											
			1	2	3	4	5	6	7	8	9			
			Civil Engineers	Civil Engineers	Other Professionals	Civil Engineers	Support Employees	Support Employees	Civil Engineers	Other Professionals	Civil Engineers			
			Team Leader Civil PE2	Senior Civil Project Manager PE2	Other Professional PE4	Senior Civil Engineer PE4	Support Staff SSB	Support Staff SSB	Senior Civil Engineer PE4	Technician PE3	Civil Engineer PE1			
			\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00			
			8 Person/Week	8 Person/Week	17 Person/Week	46 Person/Week	1 Technician/Week	1 Technician/Week	4 Person/Week	4 Person/Week	16 Person/Week			
			Total Discipline	Subtotal Person/Week	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal			
			Person/Week	Person/Week	Person/Week	Person/Week	Person/Week	Person/Week	Person/Week	Person/Week	Person/Week			
Task 1 - Preliminary Analysis and Investigation														
Scope Development/Control Location			1	2		1	2		2					
Site Analysis									2					
Historical Data Collection/Verification					16				16					
Pressure Data Collection					10				16					
Task 2 - Edgewood Area Hydraulic Model														
Update/Import Data in Model					10				6					
Model Flow & Pressure (2 scenarios)			2	6	20	2			60					
Determine Operational Parameters (High to Low Flows)					8				20					
Perform/Evaluate Single Model for High to Low value timing			4	6	4	4			40					
Task 3 - Findings and Recommended Improvements														
Develop 3000+ High to Low Curve Transfer			3	6	10	4	4	6	20	8				
Technical Summary of Findings and Recommendations			4	12	12	4	4	6	12	6				
Task 4 - Design/Configuration Details														
Coordination with Subconsultants				4	12		8					8		
Coordination with City of Midland			4	4	8	2								
60% Plans Submittal				6	18					24		6		
Owner Review and Comment				4	12									
10% Bid Package (Plans & Project Manual) Submittal				6	24		8	16		16		16		
Owner Review and Comment				4	8									
Constructability Review (Internal)						12								
100% Final Bid Package and CDMC				2	10		4	8		14				
Task 5 - Bidding/Award Phase														
Develop Advertisement/Coordinate with City				2	4		2							
Furnish bid documents				1	4			6		4				
Schedule & Attend Pre-Bid Meeting				3	6		2	2						
Issue Abstracts, maximum of 2				4	10			3		8				
Attend Bid Opening/Obtain Opening data				4	6									
Evaluate Proposals and make recommendations			2	4	10		2							
Task 6 - Construction Administration														
Prepare Confirmed Construction Documents				2	6		4	4		10		4		
Schedule & Attend Pre-Construction Meeting				2	4		2							
Review Submittals and RFIs, max of 3 RFIs				4	12		10					8		
Schedule & Attend Monthly Progress Meetings (6)				12	24		6					6		
Preparation of Change Orders, max of 12			1	6	10					10				
Prepare/Review Contractor's Payment Requests				6	10		8							
Site Visits, including Final Site visit				4	6									
Prepare Record Drawings				2	4		4			8				
Task 7 - Job Consultation														
SSE Level I														
Design Survey Services														
Summary														
Labor Subtotals			Person	24	120	20	24	24	24	24	24	24	24	24
Salary			\$	\$6,240	\$31,200	\$5,200	\$6,240	\$6,240	\$6,240	\$6,240	\$6,240	\$6,240	\$6,240	\$6,240



City Council Meeting

Item Number: 7
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A NEW VIDEO BOARD AT MOMENTUM BANK BALLPARK WITH DAKTRONICS, INC., THROUGH SOURCEWELL, FOR A TOTAL COST OF \$1,519,399.00; APPROVING \$151,951.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding a contract for the purchase and installation of the new video board for Momentum Bank Ballpark to Daktronics Inc. through Sourcewell contract #030223-DAK for a cost of \$1,519,399.00, plus project related expenses of \$151,951.00 for a total cost of \$1,671,350.00.

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:

Staff is recommending awarding a contract for the purchase and installation of the new video board for Momentum Bank Ballpark to Daktronics Inc. through Sourcewell contract. We are members of the Sourcewell cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for more information.

Therefore, please consider a resolution contract for the purchase and installation of the new video board for Momentum Bank Ballpark to Daktronics Inc. through Sourcewell contract #030223-DAK for a cost of \$1,519,399.00, plus project related expenses of \$151,951.00 for a total cost of \$1,671,350.00.



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 Videoboard in Momentum Bank Ball Park at Scharbauer Sports Complex

The videoboard located at Momentum Bank Ball Park needs to be replaced. The current board is eleven years old, and it is obsolete. Parts to repair the board are no longer available, and during the Rockhounds games this season there are often portions that are blacked out.

Daktronics has provided a Sourcewell quote in the amount of \$1,519,399. This includes removal of the existing 22' x 36' board and replacement with a new 32.4' x 66' videoboard. This new board will provide a totally digital backdrop for all advertising and the scoreboard, as well as the center video feed. This new, all digital board will allow new advertising opportunities that can be changed throughout the games, adding to the city's advertising revenue.

In order to begin construction as soon as possible and have construction completed in early spring, prior to the opening of the 2026 baseball season, staff recommends the BuyBoard purchase of the videoboard from Daktronics. An additional 10% is requested to cover project related costs, such as additional supports that may be needed on the current structure that supports the board. Total funds requested for the project are \$1,671,350.

Funds in the amount of \$1,671,350 are available in the Scharbauer Sports Complex unappropriated fund balance and will be appropriated to a project for this work.

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT FOR THE
PURCHASE AND INSTALLATION OF A NEW VIDEO
BOARD AT MOMENTUM BANK BALLPARK WITH
DAKTRONICS, INC., THROUGH SOURCEWELL, FOR
A TOTAL COST OF \$1,519,399.00; APPROVING
\$151,951.00 FOR PROJECT RELATED COSTS; AND
APPROPRIATING FUNDS FOR SAID PROJECT**

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

WHEREAS, Daktronics, Inc., has submitted a total proposed cost to the City of \$1,519,399.00 for the purchase and installation of a video board at Momentum Bank Ballpark, through Sourcewell; and

WHEREAS, the Council finds the price proposed by Daktronics, Inc., through Sourcewell for the purchase and installation of said video board to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Daktronics, Inc., for the purchase and installation of said video board through Sourcewell; and

WHEREAS, the City Council finds it to be in the public interest to approve \$151,951.00 for project related costs;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Daktronics, Inc., for the purchase and installation of a video board at Momentum Bank Ballpark, through Sourcewell, for a total cost of \$1,519,399.00. Said contract shall be kept on file in the office of the City Secretary and referenced by the date and number of this resolution.

SECTION TWO. That the sum of \$151,951.00 for project related costs is hereby approved.

SECTION THREE. That funding is available in the Scharbauer Sports Complex Fund and will be appropriated to a project established by the City of Midland Finance Department.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Daktronics, Inc., pursuant to the terms of said contract, from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

S:\Resolutions\Purchase\2025\Contracts\Sourcewell - Video Board Momentum Bank Ballpark



THE CITY OF MIDLAND

CONTRACT

Contract No. 25006022

THIS CONTRACT, effective the 23rd day of July 2025, by and between the City of Midland, hereinafter referred to as "CITY", and Daktronics Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 1,519,399.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the purchase and installation of a videoboard at Momentum Bank Ball Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

EXHIBIT B..... Intentionally Omitted

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

EXHIBIT D..... Wage Scale

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,
PACKET 7.7 July 22, 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 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.

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 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.

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

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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.

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 80 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.

PACKET Funding Out: In the event no funds or insufficient funds are appropriated and ~~July 22, 2025~~ ~~7-10~~

otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

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

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

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

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

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted

PACKET 7.11 July 22, 2025

regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY \$500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

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

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

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

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

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

17.5. COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

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

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY,

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

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

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

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

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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.**

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

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or

joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

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

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

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

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, 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 Daktronics 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____.

PACKET

7.20

Notary Public, State of _____ July 22, 2025

DAKTRONICS
SALES AGREEMENT

City of Midland
 2300 Butternut Lane
 Midland, TX 79705

855420-1 REV 1
 26-June-2025

Valid for 30 Days, Subject to Change

RE: Midland Rockhounds – Videoboard 2026 - Sourcewell Contract #030223-DAK

Dear Laurie M. Williams,

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Sales Agreement to City of Midland ("Purchaser").

Equipment and Services:

One (1) Outdoor Daktronics LED Video Display

- Daktronics Model: DVX-2802-10MN-8000-WR-WVC-972x1980
- Approximate Active Area: 32.40' high x 66.00' wide
- Pixel Pitch: 10mm
- Matrix: 972 pixels high x 1980 pixels wide

Daktronics Custom Control – Primary/Backup with Show Control

Physical & Electrical Installation

One (1) Year Parts & Labor; Years 2-5 Parts Coverage

(See attachments for additional details.)

TOTAL CONTRACT PRICE (EXCLUDING TAXES) \$1,519,399.00
 (amount in USD)

Delivery Terms: Equipment is quoted FCA Destination. Ship Date will be determined after execution of this Sales Agreement, shop drawings are approved, and down payment is received.

Due to the current uncertainty regarding the status of tariffs, prices exclude tariffs effective after May 12, 2025. In the event Daktronics' total cost for equipment, materials, or components required to perform the work increases due, directly or indirectly, to tariffs that are implemented after May 12, 2025, Daktronics will be entitled to an equitable adjustment to the Purchase Price.

Thank you for allowing Daktronics to submit a Sales Agreement for this project. We appreciate your consideration and are excited about the possibility of working with you. If you have any questions please contact the following:

DAKTRONICS SALES AGREEMENT



Charlie Durrenberger
Sales
214-548-8292
Charlie.Durrenberger@Daktronics.com



or Robbyn Rivera
Project Manager
817-470-6959
Robbyn.Rivera@Daktronics.com

ACCEPTANCE

The "Contract Documents" are comprised of the following and will be the basis of our Sales Agreement:

- Sales Agreement 855420-1 Rev 1
- Attachments
 - A [Equipment and Software](#)
 - B [Purchase Price and Payment Schedule](#)
 - C [Project Management, Engineering, and Site Support Services](#)
 - D [Installation Responsibilities](#)
 - E [Services](#)

Purchaser hereby agrees to purchase the Equipment, peripherals, Services, and additional supplies as defined by the Contract Documents. The Contract Documents constitute the full and final understanding of the parties and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Contract Documents as provided, including any online documents.

The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of the Contract Documents, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of the Contract Documents, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements.

DAKTRONICS SALES AGREEMENT

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Sales Agreement.

All notices required herein shall be given to Purchaser at the address indicated above unless otherwise directed by the Purchaser in writing. The purchaser, delivery and installation shall be at the address indicated on page one unless otherwise provided below:

Product Delivery

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

Product Installation/Facility

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

Purchasing Address

Customer:
Address:
City, Province:
Country, Zip:
Contact:
Phone and E-mail:

The undersigned has actual authority to execute this document, and Daktronics is relying upon such authority.

ATTESTATION:

PURCHASER:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

Estimated Delivery: Determined by order date and approval of shop drawings.
Estimated Date of Substantial Completion: Determined by order date.



DAKTRONICS SALES AGREEMENT

ATTACHMENT A | EQUIPMENT AND SOFTWARE

One (1) Outdoor Daktronics LED Video Display

- Daktronics Model: DVX-2802-10MN-8000-WR-WVC-972x1980
- Approximate Active Area: 32.40' high x 66.00' wide
- Pixel Pitch: 10mm
- Matrix: 972 pixels high x 1980 pixels wide

Fiber Cabling

Two (2) All Sport 5010 Control Kits

Data Studio

Stats Interface

Daktronics Custom Control – Primary/Backup with Show Control

Physical & Electrical Installation

Project Management

Spare Parts

Shipping to Site

One (1) Year Parts & Labor; Years 2-5 Parts Coverage

Creative Services Content Package

One (1) Day – On-Site Training

One (1) Day – Control Room Event Support

One (1) Day – Display Technical Event Support

Payment & Performance Bonds

Contingency



DAKTRONICS SALES AGREEMENT

ATTACHMENT B | PURCHASE PRICE AND PAYMENT SCHEDULE

The Purchase Price shall be \$1,519,399.00 (Excluding Taxes).

"Purchase Price" shall also include any additions or deletions pursuant to any duly authorized Change Orders.

The Payment Schedule is as follows, subject to credit review:

20% down payment 60% due 30 days before shipping 20% due 30 days after installation

Financing option available; consult your sales representative for additional information.

TAXES: No taxes have been included in the price. Purchaser will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Purchaser is tax-exempt or purchasing for resale, a copy of Purchaser's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS: Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables.

All Change Order work performed by Daktronics or a subcontractor of Daktronics will be performed at cost plus 20% overhead and profit.

DAKTRONICS SALES AGREEMENT

ATTACHMENT C | PROJECT MANAGEMENT, ENGINEERING AND SITE SUPPORT SERVICES

Our project management philosophy is focused on a smooth and uneventful experience for the Purchaser, and mitigating risk throughout the project to ensure there are no unexpected costs or delays. This philosophy includes a team tailored and dedicated to the unique needs of your project. Yet, understanding the need to have clear communication, your single point of contact will be our assigned project manager, who is familiar with your project and has completed jobs of similar scope and scale to yours.

Your project manager will collaborate with you and the entire project team to make sure every detail is covered and you have a clear understanding of what is happening during the course of the project.

Because our engineering capabilities are in-house, there is a reduction of risk in the possibility of issues arising. If there are items or discrepancies that come up, we can quickly address them to make sure problems do not compound. These engineering capabilities include mechanical, structural, electrical, and control systems to design and document the overall system.

Throughout the project, the project manager and the Purchaser will collaborate on many items. Some core functions of this process include:

- Organizing the key project team members from all parts of the project to complete the services as defined on the Installation Responsibilities (Attachment D). The responsibilities checklist is provided to make sure all parties clearly understand the scope and expectations.
- Establishing and managing the project timeline to meet the needs of your team.
- Reviewing the preliminary and/or final project shop drawings as per scope. This includes an explanation of the drawings and key items to approve before production.
- Coordinating shipments and deliveries to align with the established timeframes.
- Communicating activities of the Daktronics project team to understand when staff will be on-site for specific duties such as equipment installation support, control room set-up, final connections, system testing and training.
- Finalizing the project and securing project acceptance.

SUPPORT AND TRAINING

Daktronics support includes comprehensive training options, from technical training to learning how to use the software. We offer several different formats to suit your needs and schedule. Talk to your representative about what training is best for your needs.

DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.
- Additionally, Daktronics will provide a credit for a basic content package. See Creative Services Content Rates for details attached hereto as Attachment C.1
- A Daktronics Creative Services Account Manager will work with Purchaser or its designee to fulfill all content packages.



DAKTRONICS SALES AGREEMENT

The content creation services credit for Basic and Bronze packages will expire one (1) year following the execution of the contract documents. Any remaining credit at the end of this period shall become void. The services are subject to the limitations on content creation such as trademark, copyright, and intellectual property right limitation.

Any Media and Pre-Existing IP that Purchaser provides to Daktronics or directs Daktronics to use ("Purchaser Asset(s)") is the sole responsibility of the Purchaser. Purchaser warrants that no Purchaser Asset violates or infringes upon any intellectual property, publicity, or commercial right of another. Purchaser represents and warrant that Purchaser owns or controls all rights in and to the Purchaser Assets and has the right to grant the license granted. Daktronics assumes no responsibility to determine whether Purchaser Assets are illegal, offensive, or subject to any third-party publicity, intellectual property, or commercial rights. Purchaser grants Daktronics the right to use, reproduce, modify, perform, display, and/or distribute the Purchaser Assets in the manner contemplated by the Agreement, and will hold Daktronics harmless thereof. Purchaser must provide Purchaser Assets to Daktronics in a usable file format. Purchaser alone is responsible for providing, obtaining, and maintaining any license, release, notice, consent, or approval allowing the Purchaser Assets to be used in the manner contemplated by this Agreement. However, Daktronics reserves the right to require copies of any such documentation as a condition precedent to delivery of the Deliverables. For purposes here, "Media" shall mean media of any and all format, whether now known and existing or hereafter discovered or developed, including, without limitation, music, artwork, animations, images, videos, audio, footage, graphics, text, or the Likeness of any individual. "Likeness" includes all attributes of the personality or appearance of a natural person, including name, image, voice, signature, photograph, statements, biographical information, etc. "Pre-Existing IP" shall mean (a) intellectual property in existence as of the Effective Date of this Agreement, and (b) intellectual Property that a party creates or develops outside the scope of this Agreement and without the use of the other party's confidential information.

Unless specifically outlined in the Contract Documents, this order does not include the following:

- Physical installation
- Electrical installation
- Installation support
- Preventative maintenance
- Cable or conduit including labor
- Freight or insurance costs
- Any additional site related costs
- Appropriate structure, footing, and engineering
- Bonding

CREATIVE SERVICES CONTENT RATES

The content packages listed below contain elements that are commonly requested, broken into different levels based on the team/facilities need. The customer will be able to spend hours as they see fit and will be guided by a Daktronics Creative Services Account Manager on what elements can be created based on the amount of hours they are allotted.

CONTENT PACKAGE	HOURS	VALUE	EXPIRATION*	CONTENT SERVICES AVAILABLE
Basic OA-1349-0116	50	\$8,750	1 year	• GIP/RTD Layouts • Catalog Content [Standard, Branded, Games and Races] • Static Graphics [i.e. Sponsors, Team/Venue Messages, Backgrounds]
Bronze OA-1349-0117	100	\$17,500	1 year	• GIP/RTD Layouts • Catalog Content [Standard, Branded, Games and Races] • Static Graphics [i.e. Sponsors, Team/Venue Messages, Backgrounds]
Silver OA-1349-0118	250	\$43,750	3 years	• Video Team Intro with Graphics and Treatment • GIP/RTD Layouts • Catalog Content [Standard, Branded, Games and Races] • Welcome • Match-ups • Logo Treatment
Gold OA-1349-0119	450	\$78,750	3 years	• Style Guide • Video Team Intro with Graphics and Treatment • GIP/RTD Layouts • Stylized Animated Prompts • Welcome • Head Shots • Match-ups • Team Messaging • Logo Treatments • Graphic Toolkit
Platinum OA-1349-0120	750	\$131,250	3 years	• Style Guide • Video Team Intro with Graphics and Treatment • GIP/RTD Layouts • Stylized Animated Prompts • Welcome • Head Shots • Match-ups • Team Messaging • Logo Treatments • Replay Bumpers • Multi-board Moments of Exclusivity • Customized Stock Game or Race • Graphic Toolkit
Platinum Plus OA-1349-0121	750+	Varies	3 years	• Specific Response to RFP/Custom
Unlimited OA-1349-0122	NA	Varies	1 season	• Custom scope of work and pricing provided based on RFP. Contact your regional account manager.

*Expiration dates are based on the signature date of the customer signed quote.

DAKTRONICS SALES AGREEMENT

ATTACHMENT D | INSTALLATION RESPONSIBILITIES

Responsible Party		Description
Daktronics	Customer	
	✓	1. Secure necessary construction permits.
	✓	2. Provide existing utility drawings.
	✓	3. Removal of existing equipment.
✓		4. Removal of existing structure (excluding footings).
✓		5. Disposal of existing equipment.
✓		6. Generate and issue site specific electrical and signal drawing submittals for video equipment.
✓		7. Generate and issue site specific equipment shop drawing and attachment detail submittals for video equipment.
	✓	8. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	9. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
✓		10. Engineering design and certification for Equipment attachment design.
	✓	11. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	12. Mark location of the new Equipment as delineated in the quote.
	✓	13. Locate public underground utilities.
	✓	14. Locate private underground utilities.
	✓	15. Landscaping to include all.
✓	✓	16. Provide all landscape protection, track, sidewalk, path, site restoration, and/or sprinkler system repair work.
✓		17. Site clean-up after Daktronics work.
✓		18. Crating and shipping of all equipment to facility via common or independent carrier.
✓		19. Accept, lift, unload, and inspect all video equipment and control equipment from carrier.
	✓	20. Provide storage of video equipment and control equipment in a safe, dry, and secure location until installation.
✓		21. Fabricate and install substructure.
	✓	22. Prime and paint main support structure.
✓		23. Prime and paint substructure
✓		24. Lift and mount Equipment listed in this quotation.
	✓	25. Provide and install all required floor and wall boxes as per provided system electrical and signal drawings – provide written verification that all deck/wall boxes are installed and all cable has been pulled prior to installers' arrival.

DAKTRONICS SALES AGREEMENT

	✓	26. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations. Note: Maximum voltage of 120 volts line to neutral for all display systems. Primary power in the form of a 600amp rated disconnect to be located at the base of the structure or on the first catwalk level. Within 10' of the final Daktronics CRP panel.
✓		27. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
	✓	28. Provide and install signal cable conduit, with pull string, from control location to each equipment location. Conduit to be located five (5) feet off grade on the structure, as delineated in the electrical and signal drawings.
✓		29. Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
✓		30. Mount and install fiber patch panel as required by electrical and signal drawings.
	✓	31. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
✓		32. Furnish signal cable as delineated on the quote.
✓		33. Labor to pull all new signal cable (and remove existing cable, if required).
✓		34. Terminate signal cable at control location and video Equipment.
	✓	35. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	36. Provide high speed internet connection to control room equipment.
	✓	37. Required power outlets on clean dedicated circuit(s) for all video and control equipment.
✓		38. Provide computer(s) for control software.
✓		39. Unpack, set-up, hook-up, and testing of control system.
✓		40. Provide personnel for maintenance and operator training.
✓		41. Perform final systems testing and commissioning.
	✓	42. Final acceptance, per DF-1252.
	✓	43. Walk-thru inspection at Substantial Completion and identification of punch list items
✓		44. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

DAKTRONICS SALES AGREEMENT

ATTACHMENT E | SERVICES

THE FOLLOWING SERVICES APPLY TO THE DISPLAY(S) LISTED IN ATTACHMENT A.

Years 1-5 Daktronics Parts Coverage
1 Year Daktronics On-site Labor - Standard Response
Years 1-5 Customer Care Level 1

SCOPE OF SERVICE: Attached hereto as Attachment E.1

EXCLUSIONS

Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty.

EVENT SUPPORT

One event is defined as a single gate open to close with up to 6 hours on-site. Event support dates need to be agreed upon two weeks prior to the event.

- Event support will include (1) events for control room event support.
 - Control Room Event Support is defined as on-site assistance with Daktronics-provided control systems. This includes:
 - Operator assistance
 - Troubleshooting
 - Configuration
- Technical event support will include (1) events.
 - Technical Event support includes on-site reactionary hardware response to display and computer issues. If parts and circumstances allow, repair and replacement will be handled by the on-site Technical Support.

SPARE PARTS PACKAGE

Adequate spare parts to support Daktronics' manufactured products with the quantities of each component included are based off well-trained engineers' and project managers' assessments of the custom display.

DAKTRONICS SERVICES

- Online Services available 24/7/365 via Daktronics.com and MySupport
- Service Coordination and Technical Support available via 1-800-DAK-TRON

Daktronics Scope of Service

Attachment E.1

Customer Care Level 1, Parts Coverage, Daktronics Labor Coverage

Daktronics most comprehensive service offering, providing unparalleled support and coverage.

Customer Care – Level 1

Daktronics Remote Services include:

1. Access to online resources including Knowledge Base Articles and the MySupport portal, available 24/7/365.
2. Support for both technical and non-technical requests, accessible 24/7/365.
3. Fastest available response times for remote technical and coordination support.

Parts Coverage

Daktronics Parts Coverage which includes:

1. Daktronics Parts Processing
Includes replacement parts, repair and return parts, and exchange parts for Daktronics manufactured products.
 - a. See Estimated Processing Times for Service Parts ([DD1428254](#)) for estimated lead and delivery times.
 - b. Stocked replacement and exchange parts shipped within 1 business day.
 - i. Expedited same day shipment available of stocked replacement and exchange parts ordered during standard business hours.
 - c. Includes coordination with vendor for third party part coverage and repairs if applicable.
2. Shipping
Outbound shipping paid for repaired or replaced failed electronic components from Daktronics.
 - a. Daktronics pays shipping to Daktronics as needed if equipment is covered under a labor entitlement. Shipping is facilitated by the Daktronics Field Engineer.
 - b. Standard shipping included, expedited included upon request and where possible.
 - c. For international shipments, please reference [Daktronics International Service Shipping Terms](#).

Daktronics Labor

Daktronics Labor Coverage which includes:

1. On-Site labor for display maintenance and repairs.
2. On-Site labor for control system issues that cannot be resolved remotely.
3. On-Site response within 24 hours of notification. Services are available from 7am to 10pm, Monday through Sunday, based on customer local time and subject to access equipment availability.

Purchaser Responsibilities

Responsibilities of the Purchaser:

1. Maintain accurate contact information in the MySupport portal to ensure timely and effective support from Daktronics.
2. Ensure proper return of parts (exchange or repair) to Daktronics with the required return material authorization (RMA) information to avoid return shipping costs.
3. Return parts in the original packaging provided by Daktronics or follow Daktronics' packaging instructions to prevent shipping damage at the Purchaser's expense.
4. Provide a secure internet connection to effectively utilize Daktronics' remote support services.
5. Maintain the following:
 - 5.1 Site conditions within the specified environmental range for system devices.
 - 5.2 Routine maintenance of external cooling systems (e.g., filters, fans, air conditioning) for displays.
 - 5.3 Antivirus software on all control devices connected to Daktronics equipment. See Daktronics Knowledge Base for list of supported software: [DD2079868](#).
6. Perform routine operator functions such as content creation or scheduling and all configuration, set-up, and operation for events/usage.
7. Provide lift or elevated work platform access to the display unless costs of lift access are specifically included as an Add-On Service.
8. Inform and provide necessary credentials or site access requirements necessary for Daktronics personnel to perform work.

PACKET

7.32

July 22, 2025

Daktronics Scope of Service

Exclusions

This Service Portfolio shall not include nor be construed to include any service or support that is not expressly stated in above in the definition of the coverage. Example of services that are not within the scope of standard service include, but are not limited to, the following:

1. Physical damage repair.
2. Expedited shipping, unless expressly purchased as an add-on service.
3. Daktronics coordination of third-party vendor component repairs, unless otherwise specified.
4. Labor availability on Daktronics observed holidays.
5. Add-on services, including, but not limited to display cleaning, camera calibration, Daktronics monitoring, and event support, unless otherwise specified.
6. Above listed exclusions are available as billable services. Quotes may be provided upon request.

In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of the Services.

Daktronics shall be under no obligation to continue Services if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered by a party not under Daktronics control and in a manner inconsistent with the Equipment manufacturer's standards or recommendations.

The Coverage does not include: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in Coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) wireless devices or services used for providing wireless connection to the Equipment; (d) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (e) paint or refinishing the Equipment or furnishing material for this purpose; (f) pixel failure less than a total of 0.5% of the overall display, or in the case of free form elements, one entire element; (g) electrical work external to the Equipment; (h) batteries; (i) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (j) the security or functionality of End User's network or systems, including anti-virus software updates; or (k) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDs as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.

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.

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.

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

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

Modification Number	Publication Date
0	01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

 ENGI0178-005 06/01/2020

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

 IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

 PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER.....	\$ 28.64	10.65

 SUTX2014-037 07/21/2014

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

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

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

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** 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.

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END OF GENERAL DECISION"

EXHIBIT D - Heavy & Highway Wage Rate Rev 01/05/2024

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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.

|_____||_____||

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

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

Modification Number Publication Date
0 01/05/2024

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)...	\$ 13.55	**
ELECTRICIAN.....	\$ 20.96	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.36	**
Structures.....	\$ 13.52	**
LABORER Asphalt Raker.....	\$ 12.28	**
Flagger.....	\$ 9.30	**
Laborer, Common.....	\$ 10.30	**
Laborer, Utility.....	\$ 11.80	**
Work Zone Barricade Servicer.....	\$ 10.30	**
POWER EQUIPMENT OPERATOR: Asphalt Distributer.....	\$ 14.87	**
Asphalt Paving Machine.....	\$ 13.40	**
Broom and Sweeper.....	\$ 11.21	**
Crane, Lattice Boom 80 Tons or Less.....	\$ 16.82	**
Crawler Tractor Operator....	\$ 13.96	**
Excavator, 50,000 lbs or less.....	\$ 13.46	**
Front End Loader Operator, Over 3 CY.....	\$ 12.77	**

Front End Loader, 3CY or	
less.....	\$ 12.28 **
Loader/Backhoe.....	\$ 14.18 **
Mechanic.....	\$ 20.14
Milling Machine.....	\$ 15.54 **
Motor Grader, Rough.....	\$ 16.15 **
Motor Grader, Fine.....	\$ 17.49
Pavement Marking Machine....	\$ 16.42 **
Reclaimer/Pulverizer.....	\$ 12.85 **
Roller, Asphalt.....	\$ 10.95 **
Roller, Other.....	\$ 10.36 **
Scraper.....	\$ 10.61 **
Spreader Box.....	\$ 12.60 **
Servicer.....	\$ 13.98 **
Steel Worker (Reinforcing).....	\$ 13.50 **

TRUCK DRIVER

Lowboy-Float.....	\$ 14.46 **
Single Axle.....	\$ 12.74 **
Single or Tandem Axle Dump..	\$ 11.33 **
Tandem Axle Tractor with	
Semi.....	\$ 12.49 **

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) 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"

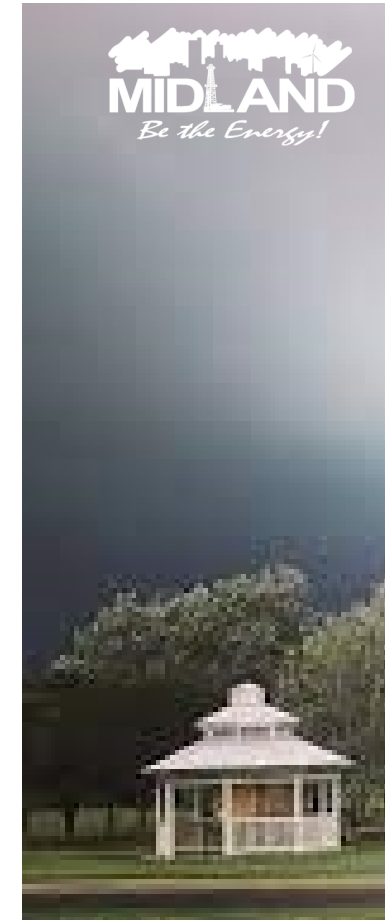


STRATEGIC GOAL CONNECTIONS

Goal 3: Quality of Life and Place

- **3.3 Create an Attractive and Inclusive Living Environment:** Develop and enhance live, work, and play opportunities for our citizens.
- **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 and quality of place for our community.

2



VIDEO BOARD HISTORY

- Momentum Bank Ballpark Video Board is 11 years old
- Life expectancy is 8 years
- Parts for the board are obsolete

Quote from Rockhounds GM Shelly Haenggi:
"We are limping by (at best) night by night this season with the old/existing videoboard. Its functionality is declining rapidly as additional problems continually arise with it. As you are aware, it is no longer under warranty, and parts for it are unavailable..."

3



Texas League Video Boards

MLB AFFILIATE	VENUE	LEAGUE	MAIN VIDEO INSTALL	MAIN VIDEO TECHNOLOGY	MAIN VIDEO PROVIDER	MAIN VIDEO SQ. FT.
Wichita Wind Surge	Riverfront Stadium	Texas	2019	16mm	Leyard/Planar	2800
Frisco Rough Riders	Riders Field	Texas	2015	15mm	Daktronics	2761
Springfield Cardinals	Hammons Field	Texas	2015	13mm	Daktronics	2216
Tulsa Drillers	ONEOK Field	Texas	2020	10mm	FairPlay	2133
Arkansas Travelers	Dickey-Stephens Park	Texas	2022	15mm	Daktronics	2124
Amarillo Sod Poodles	Hodgetown	Texas	2019	16mm	Prismview	2100
San Antonio Missions	Nelson Wolff Municipal Stadium	Texas	2022	N/A	i5	1623
Northwest Arkansas Naturals	Arvest Ballpark	Texas	2016	13mm	Daktronics	1108
Corpus Christi Hooks	Whataburger Field	Texas	2014	15mm	Daktronics	979
Midland RockHounds	Security Bank Ballpark	Texas	2015	15mm	Daktronics	752

- Momentum Bank Ballpark video board is the smallest in the Texas League at 752 square feet
- Proposed board is 2138 square feet

4



VIDEO BOARD COMPARISON



5

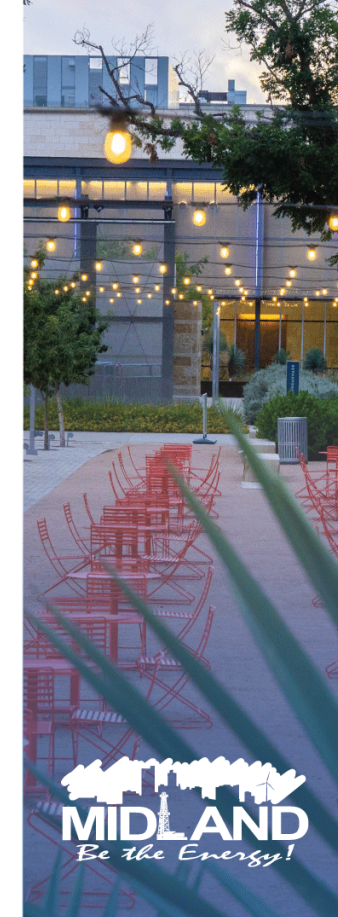
CURRENT VIDEO BOARD

PROPOSED VIDEO BOARD

REVENUE GENERATOR

- Rockhounds rental agreement states a 50-50 split of net advertising revenue
- Rockhounds are committing to **100% of advertising revenue generated from the video board will be returned to the City**
- All advertising will be digital on the larger video board
 - Sign production cost is eliminated
 - Capability of MORE advertising
- Expected advertising revenue from video board is **\$100,000 per year**

6



COSTS AND TIMELINE

- Video boards are custom built for venues
- Manufactured in South Dakota, utilizing parts imported from up to 43 countries
- Costs are rising due to tariffs
- Timing is important to save costs, as well as start production to assure installation during baseball off season

7



DAKTRONICS PROPOSAL

- Removal and disposal of existing video board
- Engineering analysis of existing support for stability to support new video board
- Installation of new video board
- Training and support for new video board

8



FUNDING REQUEST

Videoboard with install	\$1,519,399.00
Project related costs	\$ 151,940.00
Total Project Cost	\$1,671,339.00

**FUNDING IS AVAILABLE IN THE
SCHARBAUER SPORTS COMPLEX FUND
UNAPPROPRIATED FUND BALANCE**

9



ACTION NEEDED

Resolution **awarding a contract** for the purchase and installation of a video board for Momentum Bank Ballpark at Scharbauer Sports Complex to **Daktronics, Inc** through Sourcewell, for a **cost of \$1,519,399.00 plus project related expenses of \$151,940.00** for a **total cost of \$1,671,339.00** and **appropriating funds** for said project.

10



MISSION

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





City Council Meeting

Item Number: 8
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION AUTHORIZING THE CITY MANAGER AND THE INTERIM CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION PROVIDING FOR THE CITY OF MIDLAND'S RECEIPT OF GRANT #74 IN THE AMOUNT OF \$1,231,294.00 FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Motion authorizing the City Manager and City Attorney to execute Federal Aviation Administration Grant #74 for \$1,231,294 for the MAF Reconstruct Asphalt Air Carrier Apron Project at the Midland International Air & Space Port upon receipt.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated Grant Proceeds \$1,231,294

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

In August of 2024 the City accepted Grant #73 in the amount of \$3,747,275 for the MAF Reconstruct Asphalt Air Carrier Apron Project at Midland International Air & Space Port. Grant #73 did not cover 90% (FAA Share) of the project, so a companion grant for the difference was requested. Grant #74 is the companion grant and will bring the FAA's contribution to the project to 90% of the total cost. The project is currently being constructed at Midland International Air & Space Port with an anticipated completion in Spring 2026. The cost breakdown for the project is below:

FAA Share (90%) – Grant 73	\$3,747,375.00
City Airport Share (10%) – Grant 73	\$ 416,375.00
FAA Share (90%) – Grant 74	\$1,231,294.00
City/Airport Share (10%) – Grant 74	\$ 136,811.00
City/Airport Share Contingency	<u>\$ 434,484.00</u>
Total	\$5,966,339.00

There is no additional appropriation for this project as the Airport previously appropriated the money for the whole project.

Frederick D. Ott

City Manager's Office



City Council Meeting

Item Number: 9
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION AUTHORIZING THE CITY MANAGER AND THE INTERIM CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION PROVIDING FOR THE CITY OF MIDLAND'S RECEIPT OF GRANT #75 FOR THE MAF RUNWAY 16R/34L REHABILITATION (MILL AND INLAY) DESIGN PHASE AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Motion authorizing the City Manager and City Attorney to execute Federal Aviation Administration Grant #75 in order to receive grant funds for the MAF Runway 16R/34L Rehabilitation (Mill and Inlay) Design Phase at Midland International Air & Space Port upon receipt.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated Grant Proceeds \$628,968.00

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

In anticipation of the receipt of FAA Grant #75 in the estimated amount of \$628,968.00 the Department of Airports is requesting City Council's approval to allow the City Manager and the City Attorney to execute this grant agreement upon receipt. These grant proceeds will be used in the Design Phase of the MAF Runway 16R/34L Rehabilitation (Mill and Inlay) Project at Midland International Air & Space Port.



City Manager's Office



City Council Meeting

Item Number: 10
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Sara Harris,
Subject: RESOLUTION APPROVING THE FISCAL YEAR 2025-2026 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT: NONE) (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 approving the budget for the Midland Development Corporation's 2025-2026 fiscal year.

Recommended City Council Action:

Approve

Fiscal Impact:

\$16,195,908.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

The budget is balanced, with revenues equaling expenditures. Revenue increased 8% based on prior year sales tax receipts and revenue from leases. General government administration increased 5% to accommodate a new staff position. Economic development increased 9% based on prior year commitments that will be disbursed in FY 2025-2026 if contractual obligations are met.

Monro William Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE FISCAL YEAR 2025-2026 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Midland Development Corporation approved its budget for the Fiscal Year 2025-2026 on July 7, 2025; and

WHEREAS, Chapter 501 of the Texas Local Government Code requires that said budget be approved by the City Council;

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

SECTION ONE. That the fiscal year 2025-2026 budget of the Midland Development Corporation, which is attached hereto as Exhibit A, is hereby approved subject to the conditions set out in Section Two hereof.

SECTION TWO. That the following expenditures from the fiscal year 2025-2026 budget of the Midland Development Corporation must first be approved by the City Council:

- Any expenditure from the Economic Development Incentives (53905) budget line item.
- Any contract for services (including, but not limited to, professional, consulting, engineering, promotional, and construction services) with a total contract price of \$300,000.00 or above, unless such contract is being entered into pursuant to or in accordance with an agreement that was previously approved by the City Council.

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

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2025 through September 30, 2026

	ACTUAL 2023-2024	BUDGET 2024-2025	BUDGET 2025-2026
REVENUE AND RECEIPTS			
Sales Tax	\$ 16,650,471	\$ 14,000,000	\$ 15,000,000
Public Right-Of-Way Use Fees	4,823	0	0
Interest	498,798	0	0
Interest / Non-Pooled Investment	603,480	0	0
Investment Earnings (loss)	202,762	0	0
Misc. Rentals	976,743	976,644	1,195,908
Reimbursement of Budget Expenses	1,187	0	0
Government Contributions	65,000	0	0
TOTAL REVENUE AND RECEIPTS	\$ 19,003,264	\$ 14,976,644	\$ 16,195,908
SUMMARY OF EXPENSES BY CLASSIFICATION			
<u>OPERATING EXPENSES</u>			
General Government Administration	\$ 969,469	\$ 1,094,257	\$ 1,153,006
Economic Development	8,171,267	13,805,187	15,042,902
Debt Service	202,928	77,200	0
Capital Outlay	1,931,130	0	0
TOTAL OPERATING EXPENSES	\$ 11,274,794	\$ 14,976,644	\$ 16,195,908
GRAND TOTAL	\$ 11,274,794	\$ 14,976,644	\$ 16,195,908

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2025 through September 30, 2026

	ACTUAL 2023-2024	BUDGET 2024-2025	BUDGET 2025-2026
<u>OPERATING EXPENSES</u>			
General Government Administration			
51010. Base Salary	\$ 304,798	\$ 408,238	\$ 509,886
51090. FICA MDC Portion	21,921	32,616	41,450
51110. Hospital Insurance MDC Portion	22,634	41,100	49,200
51135. ACOC Profit Sharing	19,838	26,127	35,692
51140. Unemployment Insurance	0	360	360
52010. Office Supplies	4,103	6,500	9,940
52110. Motor Vehicle Supplies	364	1,000	1,000
52115. Minor Furniture and Fixtures	0	2,000	2,000
52155. Minor Comp. Hardware & Peripherals	6,896	5,000	5,000
52160. Computer Software & Supplies	38,832	40,000	40,000
52620. Postage	320	700	500
53010. Communications	23,762	17,000	17,000
53030. Light & Power	90	150	150
53110. Insurance - External	144,432	150,000	150,000
53212. Equipment Rental - External	4,370	5,000	5,000
53370. Grounds Maintenance	25,269	50,000	40,000
53405. Software Maintenance	19,385	20,000	22,000
53440. External Audit Fees	34,833	45,000	45,000
53510. Travel & Entertainment	13,365	15,000	20,000
53520. Dues and Subscriptions	16,487	20,000	20,000
53530. Training, Registration Fees	4,070	10,000	10,000
53920. Rent	189,398	71,466	73,128
54010. Building Maintenance	72,036	125,000	50,000
55120. Maintenance of Instruments & App	2,266	2,000	5,700
TOTAL General Government Admin	\$ 969,469	\$ 1,094,257	\$ 1,153,006

MIDLAND DEVELOPMENT CORPORATION
Proposed Budget for October 1, 2025 through September 30, 2026

	ACTUAL 2023-2024	BUDGET 2024-2025	BUDGET 2025-2026
<u>OPERATING EXPENSES</u>			
Economic Development			
53220. Advertising	\$ 157,361	\$ 300,000	\$ 300,000
53450. Consulting Fees	824,358	500,000	450,000
53905. Economic Development Incentives	5,560,725	6,246,827	905,101
53907. Business Recruitment/Retention	95,443	120,000	150,000
53909. Prior Year Committed Incentives	0	4,251,988	11,061,187
56188. MOTRAN	142,500	142,500	142,500
56202. General Fund Services	444,960	427,412	534,114
56910. Depreciation Expense	0	416,460	0
56990. Miscellaneous	85,336	0	0
56995. Project Non Capital (Promotions)	<u>860,584</u>	<u>1,400,000</u>	<u>1,500,000</u>
TOTAL Economic Development	<u>8,171,267</u>	<u>13,805,187</u>	<u>15,042,902</u>
Debt Service			
56410. Payment of Principal	169,355	70,605	0
56420. Interest Expense	<u>33,573</u>	<u>6,595</u>	<u>0</u>
TOTAL Debt Service	<u>202,928</u>	<u>77,200</u>	<u>0</u>
Capital Outlay			
57000. Capital Outlay - Leases	928,779	0	0
57002. Capital Improvemnts Other Than Bldgs	774,549	0	0
57070. Construction in Process	<u>227,802</u>	<u>0</u>	<u>0</u>
TOTAL Capital Outlay	<u>1,931,130</u>	<u>0</u>	<u>0</u>
GRAND TOTAL	<u>\$ 11,274,794</u>	<u>\$ 14,976,644</u>	<u>\$ 16,195,908</u>



City Council Meeting

Item Number: 11
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: RESOLUTION APPROVING THE TRANSFER OF FOUR OIL AND GAS WELL PERMITS FROM CROWNQUEST OPERATING, LLC TO OXYROCK OPERATING, LLC; SAID OIL AND GAS WELLS BEING LOCATED IN SECTION 36, BLOCK 39, T-1-N, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Resolution approving the transfer from CrownQuest Operating, LLC ("Operator") to OxyRock Operating, LLC ("Transferee") of all of the Oil and Gas Well Permits located in Section 36, Block 39, T-1-N, T&P RR Co. Survey, Martin County, Texas. (District 1) (Development Services) (Set the standard for a safe and secure city)

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

A letter requesting transfer of Oil & Gas Well Permits from CrownQuest Operating, LLC (CrownQuest) and OxyRock Operating, LLC (OxyRock) has been received. OxyRock has provided the necessary instruments required for transfer of permits operated by CrownQuest and agrees to be bound by the terms and conditions of the current Oil and Gas Well Permits.

Attachments: Letter CrownQuest Operating, LLC – OxyRock Operating, LLC Request with exhibits; Exhibit Map-Overview Well locations.

Frederick D. Out

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION APPROVING THE TRANSFER OF
FOUR OIL AND GAS WELL PERMITS FROM
CROWNQUEST OPERATING, LLC TO OXYROCK
OPERATING, LLC; SAID OIL AND GAS WELLS
BEING LOCATED IN SECTION 36, BLOCK 39, T-1-N,
T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN
COUNTY, TEXAS**

WHEREAS, CrownQuest Operating, LLC (“Operator”) has made a written request to the City of Midland that the transfer of certain oil and gas well permits to OxyRock Operating, LLC (“Transferee”) be approved by the City of Midland; and

WHEREAS, the City Council finds it to be in the public interest to approve Operator’s transfer of said oil and gas well permits to Transferee;

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

SECTION ONE. That Operator’s transfer to Transferee of the oil and gas well permits for the following wells is hereby approved: COM Nail #1; COM Nail #2; COM Nail #3; and City Nail #1.

SECTION TWO. That all terms and conditions of said oil and gas well permits shall remain in full force and effect, and Transferee shall be bound by said terms and conditions.

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

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney



5 Greenway Plaza, Suite 110, Houston, Texas 77046-0521
Phone: 713.497.2045

April 29, 2025

Garrick Clayton, Oil and Gas Officer – Oil and Gas Services
300 N. Loraine St
Midland, Texas 79701

Re: Ownership and Operator Transfer – Exhibits Attached

Dear Mr. Clayton:

CrownRock Holdings, L.P., CrownRock GP, LLC, along with their respective affiliates (collectively, “CrownQuest”), and Occidental Petroleum Corporation have entered into a Partnership Interest Purchase Agreement, dated December 10th, 2023, with an Effective Date of January 1, 2024, which provides that CrownQuest shall convey to OXY all of CrownQuest's rights, title and interest in the Wells (and related properties) located in the City of Midland in the attached exhibit.

As of August 1st, 2024, CrownQuest Operating, LLC, no longer operates the Wells. The Wells are now operated by OxyRock Operating. OxyRock Operating, has the proper bonding and insurance in place to operate within the City of Midland. Enclosed please find OxyRock Operating's certificate of insurance and surety bond.

OxyRock Operating hereby respectfully request that the Midland City Council (“Council”) approve the proposed transfer of operatorship and permits for the Wells and Right-of-Way listed in Exhibit A and B from CrownQuest to OxyRock Operating effective August 1st, 2024.

CrownQuest has agreed to transfer all operations and permits for the Wells and Right-of-Way described on Exhibit A and B to OxyRock Operating, LLC (subject to the Council approval). As evidenced by CrownQuest's joinder in the execution and delivery of this letter, OxyRock has agreed to assume (subject to the Council approval) such operations and permits and all related obligations.

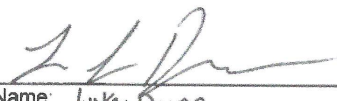
If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,


Name: Seth Garsen
Title: Director
Company: OxyRock Operating, LLC

April 29, 2025
Owner and Operator Transfer

CrownQuest agrees to transfer all operations and permits pertaining to the wells in Exhibit A (subject to Council Approval) to OxyRock, and OxyRock agrees to assume (subject to Council approval) such operations and permits and all related obligations, as evidenced by OxyRock's execution and delivery of this letter. CrownQuest shall convey to OxyRock all of CrownQuest's rights, title and interest in the Wells (and related properties) located in the City of Midland in the attached exhibit.


Name: Luke Dunn
Title: vice president of engineering and operations
Company: CrownQuest Operating, LLC

April 29, 2025
Owner and Operator Transfer

EXHIBIT "A"

WELL NAME	API	LOCATION	CITY PERMIT DATE	CITY STATUS	STATUS
COM Nail #1	42-317-37953	1550' FSL, 1980' FEL in Sec 36, Blk 39, T1N, T&P RR Co. Survey, Martin County, Texas	August 13 th , 2013	Approved	Producing
COM Nail #2	42-317-37954	660' FNL, 2020' FEL in Sec 36, Blk 39, T1N, T&P RR Co. Survey, Martin County, Texas	August 13 th , 2013	Approved	Producing
COM Nail #3	42-317-37958	467' FNL, 467' FEL in Sec 36, Blk 39, T1N, T&P RR Co. Survey, Martin County, Texas	August 13 th , 2013	Approved	Producing
City Nail #1	42-317-40848	1950' FSL, 800' FEL in Sec 36, Blk 39, T1N, T&P RR Co. Survey, Martin County, Texas	January 23 rd , 2017	Approved	Producing

April 29, 2025
Owner and Operator Transfer

EXHIBIT "B"

1. RIGHT-OF-WAY LICENSE dated August 14th, 2013, governing three oil wells (COM Nail #1, COM Nail #2, and COM Nail #3) and associated roadway, surface flow line, tank batteries, transmission lines and frac pits.
2. RIGHT-OF-WAY RENEWAL Request dated July 18th, 2023, to extend the term of the above Right-of-Way License for an additional five (5) years.
3. SURFACE USE AGREEMENT dated January 18th, 2018, governing one oil well (City Nail #1) and associated roadway, surface flow line, tank batteries, transmission lines and frac pits.

April 29, 2025
Owner and Operator Transfer

EXHIBIT "C"

Check Copy

April 29, 2025
Owner and Operator Transfer

EXHIBIT "D"

OXYROCK OPERATING, LLC CONTACT LIST

**OxyRock Operating, LLC
2129 Private Road C2300
Midland, TX 79705**

- **Jesse Venegas – Area Production Manager
(432) 770-9243**
- **Adam Golightly – Operations Manager
(432) 214-6713**
- **Stephen McDonald – Asset Manager
(432) 559-1388**

**OxyRock Operating, LLC
1600 Gehrig Drive
Midland, TX 79706**

- **Robert Lewandowski – Surface Landman
(432) 853-1375**
- **Matt Ritchey – Surface Landman
(432) 254-9486**

**Occidental Petroleum
5 Greenway Plaza, Suit 110
Houston, TX 77046**

- **Matt Krolczyk – Land Manager
(936) 391-9010**

April 29, 2025
Owner and Operator Transfer

EXHIBIT "D" - continued

EMERGENCY CONTACT LIST

City of Midland Services

• Police Department	300 N. Loraine Street, 79701	432-685-7100
• Fire Department	1500 W. Wall Street, 79701	432-685-7436
• Midland Memorial Hospital	400 Rosalind Redfern Grover Pkwy	432-221-1111

OxyRock Personnel

• Jesse Venegas	Area Production Manager	432-770-9243
• Adam Golightly	Operations Manager	432-214-6713
• Stephen McDonald	Asset Manager	432-559-1388

Service Companies

• Boots & Coots	281-931-8884
• Wild Well Control	281-784-4700
• Cudd Well Control	713-849-2769

April 29, 2025
Owner and Operator Transfer

EXHIBIT "E"



LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, OXYROCK OPERATING, LLC

as Principal, of 5 Greenway Plaza, Suite 110, Houston, Texas and the Arch Insurance Company,
a Missouri (Street and Number) (City) (State)

corporation, as Surety, are held and firmly bound unto the CITY OF MIDLAND, TEXAS, as
Obligee, in the sum of Seventy Five Thousand and No/100 Dollars (\$75,000.00), for which sum,
well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents

Sealed with our seals, and dated this 12th day of March, 2025

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be
granted a license or permit to do business as a Well Operator by the Obligee

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business
in conformity therewith, then this obligation to be void, otherwise to remain in full force and effect.

This bond is for the benefit of any person who is damaged by an act or omission of the applicant constituting breach
of a construction contract or breach of a contract for the furnishing of labor, materials or professional services to
construction undertaken by the applicant, or by an unlawful act or omission of the applicant in the performance of
the construction contract.

PROVIDED, HOWEVER

1. This bond shall continue in force (Select One of the Following)

☐ Until _____, or until the date of expiration of any Continuation Certificate
executed by the surety

OR

☒ Until canceled as herein provided

2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when,
not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of
the Principal

OXYROCK OPERATING, LLC

By Matthew Krolczyk Principal

Matthew Krolczyk, Attorney-in-Fact

Arch Insurance Company

By Elizabeth P. Cervini Attorney-in-Fact

Surety Phone No 215-808-1650

Bond Number SU1207866

April 29, 2025
Owner and Operator Transfer

EXHIBIT "F"

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE(MMDDYYYY) 10/30/2024	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Non Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA		CONTACT NAME: J.C. No. Eqp: (832) 476-6000 FAX: J.C. No. E: (800) 953-4542		Holder Identifier :	
INSURED Onylock Operating, LLC 5 Greenway Plaza Suite 110 Houston TX 77046 USA		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: National Union Fire Ins Co of Pittsburgh		19445	
		INSURER C: AIG Insurance Company		19399	
		INSURER D:			
		INSURER E:			
		INSURER F:			
COVERAGES CERTIFICATE NUMBER: 570109195074 REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested					
TYPE OF INSURANCE	ACORD 101	ACORD 102	ACORD 103	ACORD 104	ACORD 105
A	COMMERCIAL GENERAL LIABILITY	7032431	11/01/2024	11/01/2025	LIMITS
☒ CLAIMS MADE	☐ OCCUR				EACH OCCURRENCE
					DAMAGE TO RENTED
					PERSONAL & ADV INJURY
					MED EXP (per person)
					PERSONAL & ADV INJURY
					GENERAL AGGREGATE
					PRODUCTS COMP/OP AGG
GEN'L AGGREGATE LIMIT APPLIES PER	PRO	ACT	LOC		
☒ POLICY	☐ PRO	☐ ACT	☐ LOC		
OTHER					
A	AUTOMOBILE LIABILITY	726 99 55	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT
☒ ANY AUTO	☐ SCHEDULED AUTOS				(Per accident)
☐ OWNED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				BODILY INJURY (Per person)
☐ BODILY INJURY (Per person)	☐ PROPERTY DAMAGE (Per accident)				
UMBRELLA/LIB	OCCUR				EACH OCCURRENCE
EXCESS LIAB	CLAIMS-MADE				AGGREGATE
DED	RETENTION				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	016440138	11/01/2024	11/01/2025	PER STATUTE
☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ DISEASE (Per employee)				
☐ DISEASE (Per employee)	☐ DISEASE POLICY LIMIT				
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Certificate holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile liability policies. General Liability policy evidenced herein is primary and non-contributory to other insurance available to additional insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of certificate holder in accordance with the policy provisions of the General Liability, Automobile liability and workers' compensation policies. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of policy.					
CERTIFICATE HOLDER		CANCELLATION			
City of Midland PO Box 1132 Midland TX 79702 USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
		AUTHORIZED REPRESENTATIVE <i>Non Risk Services Southwest, Inc.</i>			

ACORD 25 (2016/03)

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April 29, 2025
Owner and Operator Transfer

EXHIBIT "G"

ACKNOWLEDGMENT OF DESIGNATED COMPLIANCE REPRESENTATIVES

1. My name is Seth Cunneen and I serve as Director of Operations of OxyRock Operating, LLC ("Operator").
2. I understand and agree that I am responsible for ensuring compliance with all conditions of the Oil and Gas Well Permit for which Operator has herein applied, along with any applicable laws, regulations, and ordinances by any and all employees, contractors or subcontractors of Operator at the oil and gas Operations site.
3. I further understand that it is my sole obligation in the event I am relieved of these responsibilities, that the name, local address, and telephone number of my replacement will be provided to the City's secretary.
4. Company Compliance Representatives and Emergency Contact Representatives:

OxyRock Operating, LLC
2129 Private Road C2300
Midland, TX 79705

**Jesse Venegas – Area Production
Manager – (432) 770-9243
(Adam Golightly – Operations
Manager - (432) 214-6713**
• **Stephen McDonald – Asset
Manager - (432) 559-1388**

OxyRock Operating, LLC
1600 Gehrig Drive
Midland, TX 79706

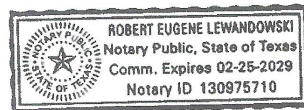
- **Robert Lewandowski – Surface
Landman - (432) 853-1375**
- **Matt Ritchey – Surface Landman -
(432) 254-9486**

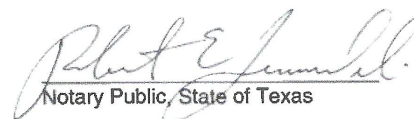
Seth Cunneen

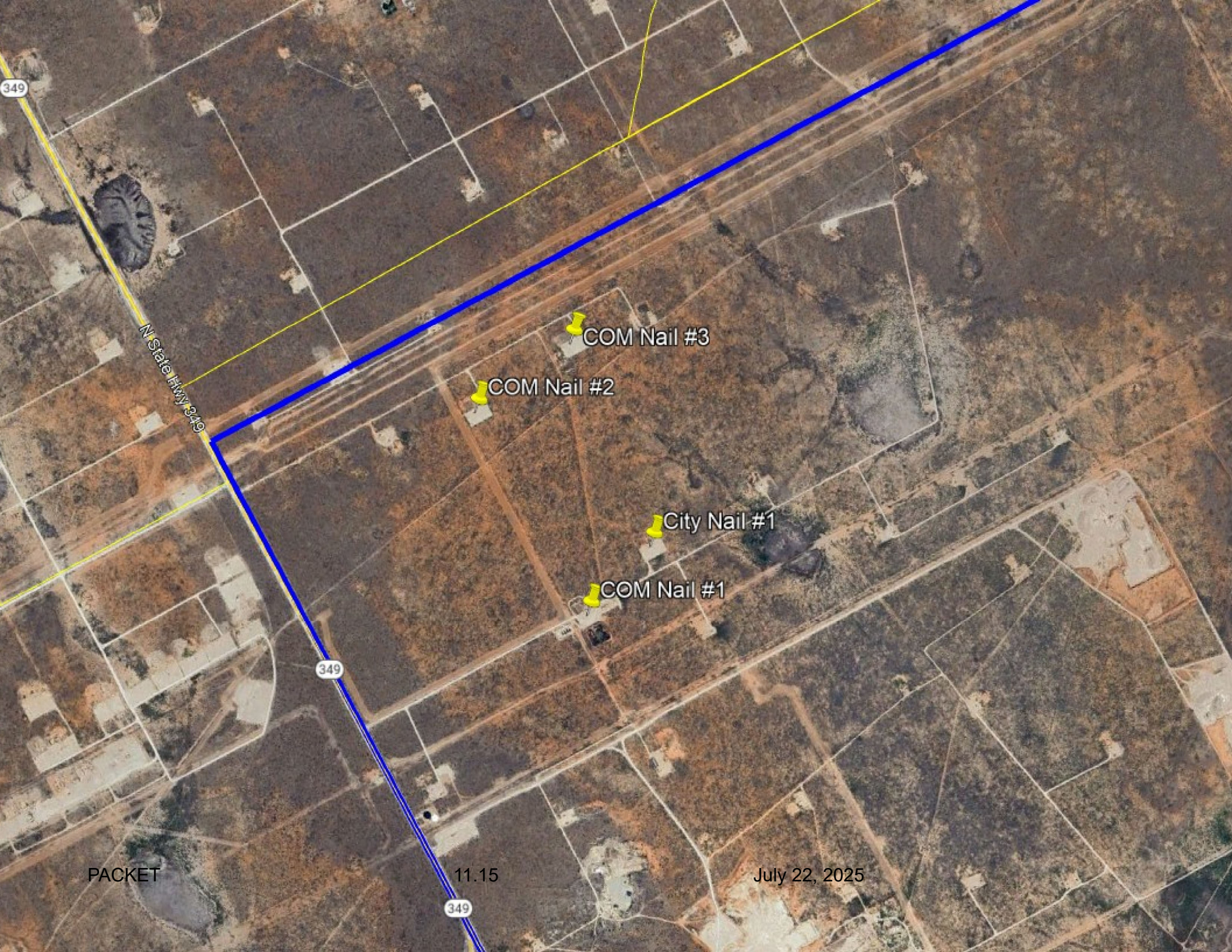


State of Texas §
 §
County of Midland §

This instrument was acknowledged before me on this 29th day or April,
20 25 by Seth Cunneen, Director of Operations of OxyRock Operating, LLC, on behalf of said
limited liability company.




Notary Public, State of Texas



349

N State Hwy 349

COM Nail #3

COM Nail #2

City Nail #1

COM Nail #1

349

PACKET

11.15

349

July 22, 2025



City Council Meeting

Item Number: 12
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Britton Murry, Senior Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF LEGACY HIGH ADDITION, BEING A 116.68-ACRE TRACT OF LAND OUT OF SECTIONS 37 AND 48, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 800 FEET WEST OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND THOMASON DRIVE) (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Details of Request:

Dunaway Associates, LLC, on behalf of Midland Independent School District, is requesting to plat a 116.68-acre tract of land located on the north side of Thomason Drive into 1 lot for the development of a public school.

Current Zoning:

SF-3, Single-Family Dwelling District

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, 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.

ADDRESSING: (Approved)

Received site plan and attached to files. Address of Thomason Dr. No Changes Needed.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as Shown. [For Applicant's Information Only.]

ROW: Refer to Transportation's Comment's. [For Applicant's Information Only.]

PAVING: Avalon roadway is not built to City Standards, construct to City standards for entire platted frontage. Thomason roadway is not built to City Standards, construct to City standards for entire platted frontage. [For Applicant's Information Only.]

WATER: The City of Midland will be installing water infrastructure on Avalon and Thomason in the near future.

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: The City of Midland will be installing wastewater infrastructure on Avalon and Thomason in the near future.

DRAINAGE: Drainage report is required during preliminary stage of the platting process. [Reference Midland City Code 11-2-3(D)8]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved)

No Oil & Gas Issues

GIS: (Approved)

No comments.

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

The plat is close to a public sewer line, so no need for a septic system on this plat.

PLANNING: (Approved)

This plat is greater than 25 acres; therefore, approval from Council is required during the preliminary phase. [Midland City Code 11-2-3(D)11(a)6]

Include the location of existing utilities, drainage channels, power poles and such other significant items which may affect general development of the property. [11-2-3(D)4(e)]

Staff recommends approval of the Preliminary Plat of Legacy High Addition, subject to the following conditions.

Conditions:

- A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**
- B. Drainage report must be submitted by Final Plat submittal. [11-2-3(D)8]**
- C. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].**
- D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Application
Preliminary Plat
Maps
Aerial

PowerPoint Presentation

Frederick D. Out

City Manager's Office

Dunaway Project No. 8011151.002																									
	Preliminary Plat Application Project Number: <u>SUB 25-0845</u> Case Number: <u>P.25-2292</u>																								
Proposed Subdivision Plat Name: Legacy High Addition																									
Legal Description (attached sealed Metes and Bounds): <u>Being a plat of 116.68-acre tract of land situated in Section 37 and 48, Block 40, Township 1 South, T&P RR Co. Survey, Abstract No. 528 and 830 City and County of Midland, Texas.</u>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Property Owner</td> <td colspan="2">Phone (432) 240-1000</td> </tr> <tr> <td colspan="2">Printed Name: Midland Independent School District</td> <td colspan="2">Email</td> </tr> <tr> <td>Address</td> <td>City</td> <td>State</td> <td>Zip</td> </tr> <tr> <td>615 W. Missouri Ave.</td> <td>Midland</td> <td>TX</td> <td>79701</td> </tr> </table>		Property Owner		Phone (432) 240-1000		Printed Name: Midland Independent School District		Email		Address	City	State	Zip	615 W. Missouri Ave.	Midland	TX	79701								
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Address	City	State	Zip																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Representative (if acting as Agent, see affidavit on page 2)</td> <td colspan="2">Phone (432) 217-0221</td> </tr> <tr> <td colspan="2">Firm: <u>Dunaway Associates, LLC</u></td> <td colspan="2">Email</td> </tr> <tr> <td colspan="2">Printed Name: <u>Melanie Martinez & Chris Biggers</u></td> <td colspan="2">mmartinez@dunaway.com</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">cbiggers@dunaway.com</td> </tr> <tr> <td>Address</td> <td>City</td> <td>State</td> <td>Zip</td> </tr> <tr> <td>4000 Big Spring Street</td> <td>Midland</td> <td>TX</td> <td>79701</td> </tr> </table>		Representative (if acting as Agent, see affidavit on page 2)		Phone (432) 217-0221		Firm: <u>Dunaway Associates, LLC</u>		Email		Printed Name: <u>Melanie Martinez & Chris Biggers</u>		mmartinez@dunaway.com				cbiggers@dunaway.com		Address	City	State	Zip	4000 Big Spring Street	Midland	TX	79701
Representative (if acting as Agent, see affidavit on page 2)		Phone (432) 217-0221																							
Firm: <u>Dunaway Associates, LLC</u>		Email																							
Printed Name: <u>Melanie Martinez & Chris Biggers</u>		mmartinez@dunaway.com																							
		cbiggers@dunaway.com																							
Address	City	State	Zip																						
4000 Big Spring Street	Midland	TX	79701																						
Current Zoning: <u>SF3</u>																									
Reason for Platting: <u>This site is designated for a new MISD school. Building permits and address will be requested</u>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Plat Information</td> <td>Total Acreage: 116.68</td> </tr> <tr> <td colspan="2"> Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ) </td> </tr> <tr> <td>Number of Residential Lots: 0</td> <td>Number of Multi-Family Dwelling Units: 0</td> </tr> </table>		Plat Information	Total Acreage: 116.68	Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)		Number of Residential Lots: 0	Number of Multi-Family Dwelling Units: 0																		
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Number of Residential Lots: 0	Number of Multi-Family Dwelling Units: 0																								
Submittal and Fees Items to be submitted with this application form: 1 FOLDED Copy of Dimensioned Plat 1 Extra Copy (11x17) - Digital Files (JPEG & PDF) - Application Fee – Payable to the 'City of Midland'																									
Request for a Development Agreement Do you expect to request a development agreement with the City? ☐ Yes ☐ No If yes, contact the City Engineer at (432) 685-7286																									

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and **all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved**, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only – authorized agent must sign affidavit below)

Property Owner (signature):

Date:

Property Owner (printed):

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

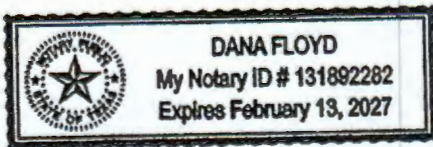
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Courtney Smith who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland ISO, 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 2nd day of May, 2025, to certify which witness my hand and seal of office.



Dana Floyd

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ 1 Copy of Dimensioned Plat

☒ Plat in Digital Format (PDF/JPEG)

☐ Application Fee

☒ 1 Copy of Plat (11x17)

Check # Invoice

RECEIVED

Received By: Brian

Date:

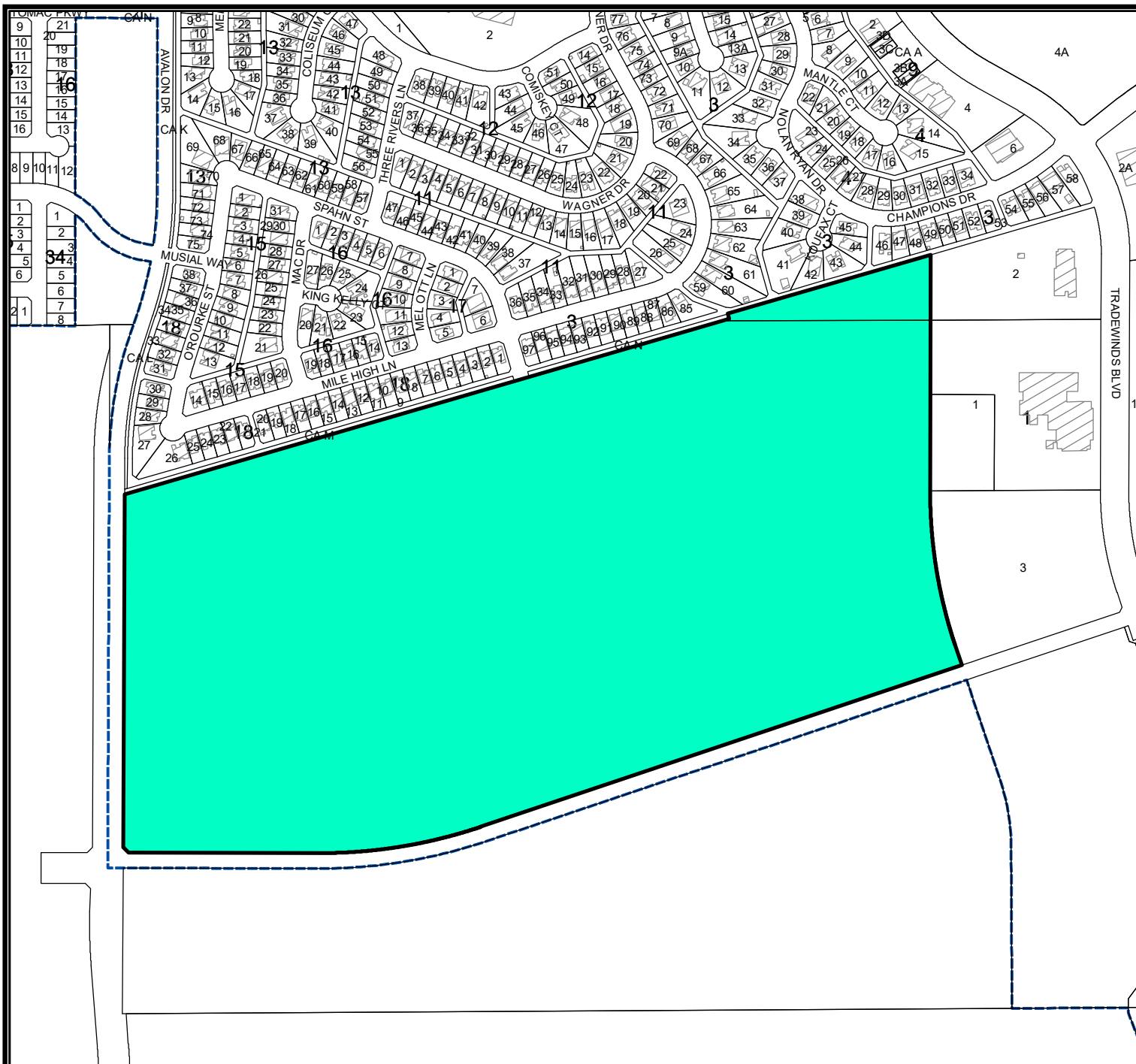
JUN 10 2025

PACKET

12.6

Initial: July 22, 2025

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



Location Map

SUB-25-0845

Scale: 1" = 558'

Proposed plat of Legacy High Addition, being a 116.68-acre tract of land located in Sections 37 and 48, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located 800 feet west of the intersection of Tradewinds Boulevard and Thomason Drive.
(Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

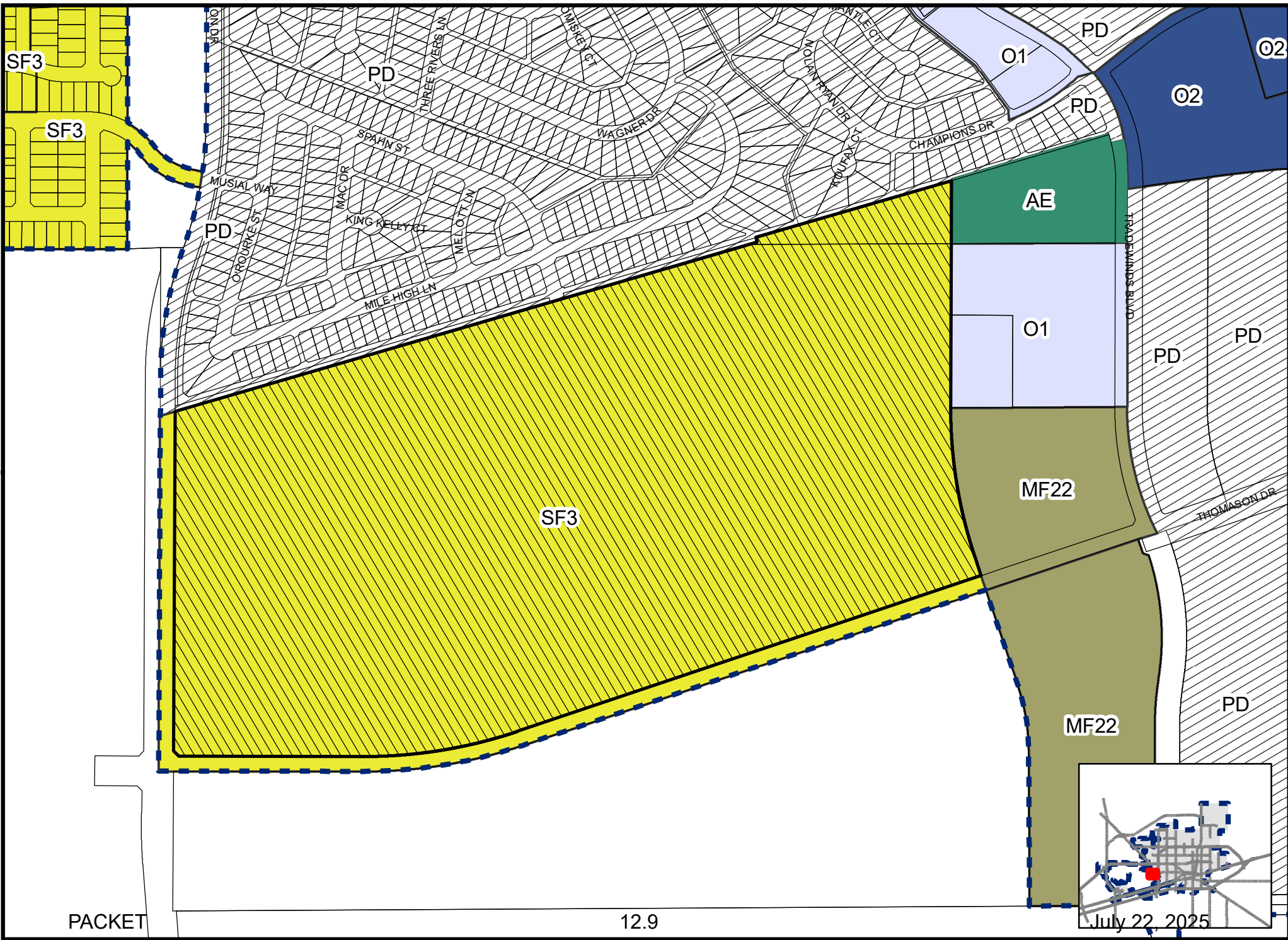
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. IT IS FOR INFORMATION ONLY. TO BE USED AS A PAPER OF RECORD, IT MUST BE BASED ON THE INFORMATION CONTAINED HEREIN.

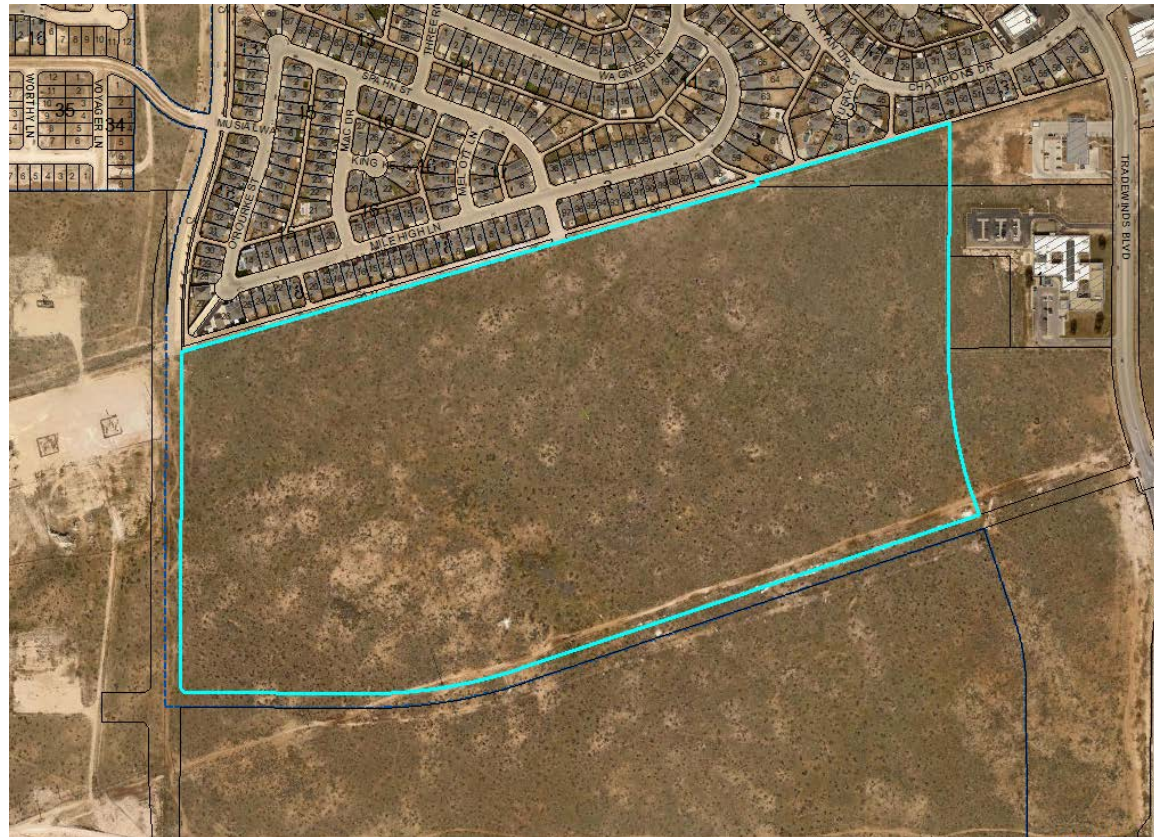
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

PACKET

12.8

July 22, 2025

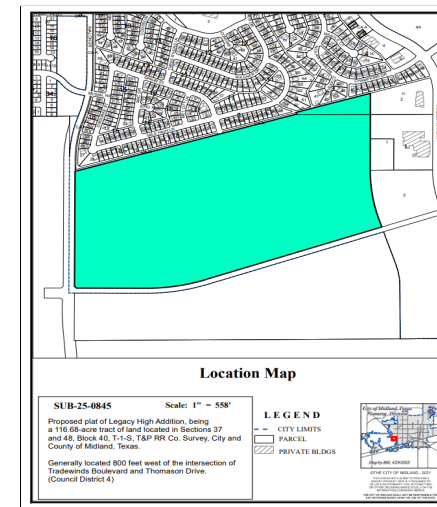






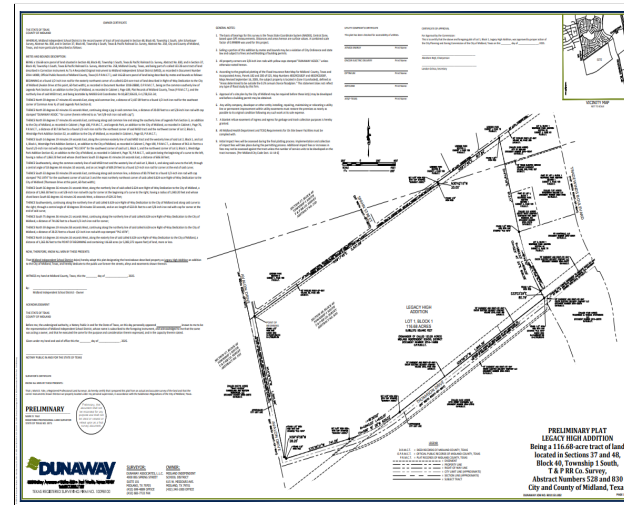
APPLICATION SUMMARY

- **Developer/Property Owner:** Midland Independent School District
- **Representative:** Dunaway Associates, LLC
- **Location:** Generally located 800 feet west of the intersection of Tradewinds Boulevard and Thomason Drive. (Council District 4)
- **Reason for Request:** For the development of a public school



PLAT DETAILS

- **Acreage:** 116.68 acres
- **Number of Existing Lots:** 0
- **Number Proposed Lots:** 1

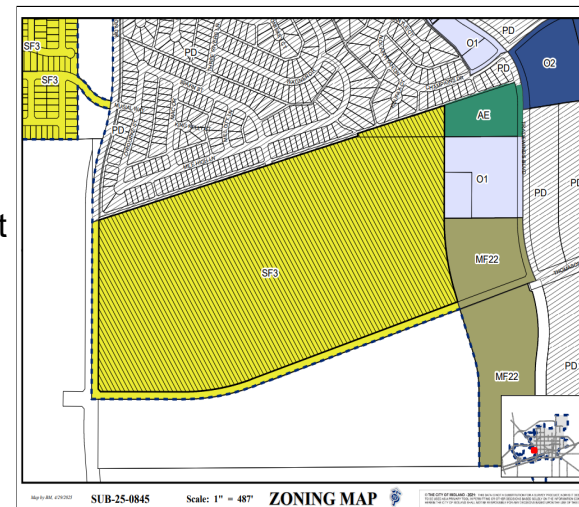


3



ZONING

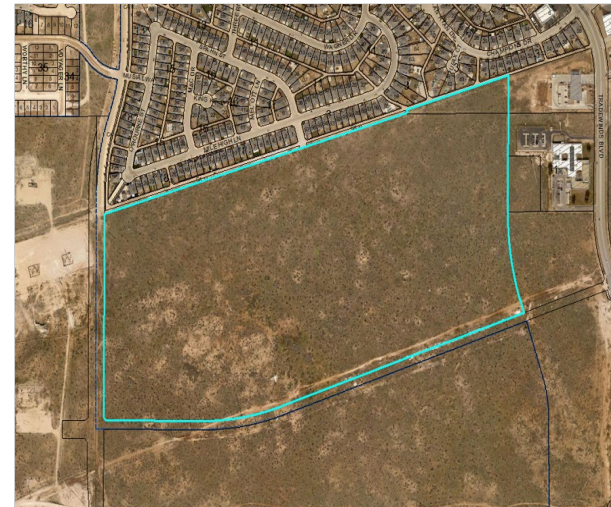
- **Current Zoning:** SF-3, Single-Family Dwelling District
- **Surrounding Zoning:**
 - **North:** PD, Planned Development District for a Housing Development
 - **South/West:** Extraterritorial Jurisdiction
 - **East:** AE, Agricultural Estate District, O1, Office District, and MF-22, Multiple-Family Dwelling District



4

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
 - **North:** Single-Family Housing
 - **South/West:** Vacant
 - **East:** Medical Clinic and Fire Station
- **Proposed Use:** Public School



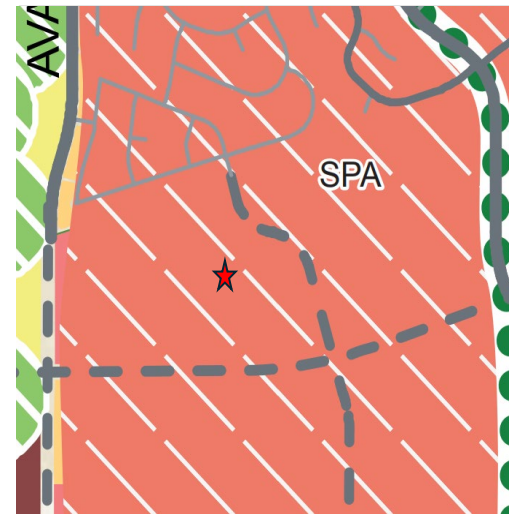
5



COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium (U-M)
- **Supported Uses:** A mix of complementary uses, including single-family housing, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan*.

6



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved the preliminary plat on July 7, 2025.
- Staff recommends approval of this request with the following conditions:
 - A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]
 - B. Drainage report must be submitted by Final Plat submittal. [11-2-3(D)8]

7



STAFF'S RECOMMENDATION

- C. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].
- D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

8



MISSION

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





City Council Meeting

Item Number: 13
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Britton Murry, Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF MIDLAND HIGH ADDITION, BEING A 113.80-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 550 FEET SOUTHWEST OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND EAST WADLEY AVENUE) (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Details of Request:

Dunaway Associates, LLC, on behalf of Midland Independent School District, is requesting to plat a 113.80-acre tract of land located at 1600 East Wadley Avenue into 1 lot for the development of a public school.

Current Zoning:

PD, Planned Development District for a Recreation Center

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, 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.

ADDRESSING: (Approved)

All requested changes from Sketch plat have been completed. No changes needed.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown.[For Applicant's Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant's Information Only.]

PAVING: Wadley roadway is not built to City Standards, construct to City standards for entire platted frontage. Fairgrounds roadway okay as is.[For Applicant's Information Only.]

WATER: 16" water exists in Fairgrounds Street. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: Sewer exists in Fairgrounds Street, okay as is. 6" sewer exists in alley south of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: Drainage report is required during preliminary stage of the platting process. [Reference Midland City Code 11-2-3(D)8]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved)

No Oil & Gas Issues

GIS: (Approved)

Make the dedication line solid.

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

The plat is close to a public sewer line, so no need for a septic system on this plat.

PLANNING: (Approved)

This plat is greater than 25 acres; therefore, approval from Council is required during the preliminary phase. [Midland City Code 11-2-3(D)11(a)6]

Make sure to update the representative and title section of the owner certificate signature line [Informational]

Include the location of existing utilities, drainage channels, power poles and such other significant items which may affect general development of the property. [11-2-3(D)4(e)]

Staff recommends approval of the Preliminary Plat of Midland High Addition, subject to the following conditions.

Conditions:

- A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**
- B. Drainage report must be submitted by Final Plat submittal. [11-2-3(D)8]**
- C. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].**
- D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Application
Preliminary Plat
Maps
Aerial
PowerPoint Presentation

.

Frederick D. Out

City Manager's Office

 Preliminary Plat Application		Dunaway Project No. 8011151.001	
		Project Number: _____ Case Number: _____	
Proposed Subdivision Plat Name: Midland High Addition			
Legal Description (attached sealed Metes and Bounds): <u>Being a plat of 113.80-acre tract of land situated in Section 24, Block 39, Township 1 South, T&P RR Co. Survey, Abstract No. 561 City and County of Midland, Texas.</u>			
Property Owner Printed Name: Midland Independent School District Address 615 W. Missouri Ave.		City Midland	State TX Zip 79701 Phone (432)240-1000 Email
Developer (if different than Owner) Printed Name: Address		City	State Zip Phone () Email
Representative (if acting as Agent, see affidavit on page 2) Firm: <u>Dunaway Associates, LLC</u> Printed Name: Melanie Martinez & Chris Biggers Address 4000 Big Spring Street		City Midland	State TX Zip 79701 Phone (432)217-0221 Email mmartinez@dunaway.com cbiggers@dunaway.com
Current Zoning: <u>PD</u>			
Reason for Platting: <u>This site is designated for a new MISD school. Building permits and address will be requested</u>			
Plat Information		Total Acreage: 113.80	
Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☒ Commercial ☐ Extraterritorial Jurisdiction (ETJ)			
Number of Residential Lots: 0		Number of Multi-Family Dwelling Units: 0	
Submittal and Fees Items to be submitted with this application form: • 1 FOLDED Copy of Dimensioned Plat • 1 Extra Copy (11x17) • Digital Files (JPEG & PDF) • Application Fee – Payable to the 'City of Midland'			
Request for a Development Agreement Do you expect to request a development agreement with the City? ☐ Yes ☐ No <i>If yes, contact the City Engineer at (432) 685-7286</i>			

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and **all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved**, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only – authorized agent must sign affidavit below)

Property Owner (signature):

Date: 05/29/25

Property Owner (printed): Cecily Smith - Clerk of Elections + Rep

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Cortney Smith, who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland ISD, 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 29th day of May, 2025, to certify which witness my hand and seal of office.



NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ 1 Copy of Dimensioned Plat

☒ Plat in Digital Format (PDF/JPEG)

☐ Application Fee

☒ 1 Copy of Plat (11x17)

Check # Invoice

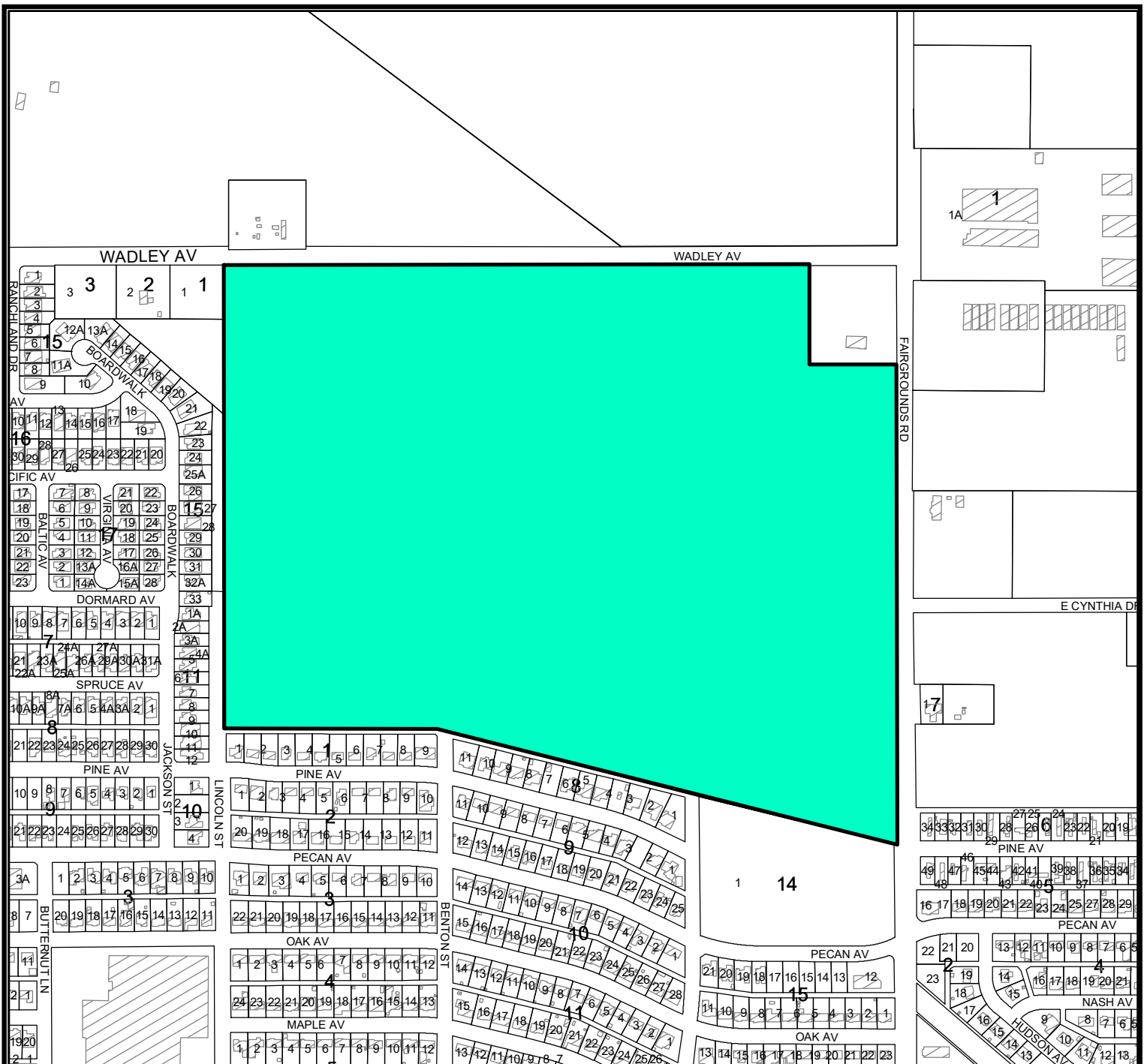
RECEIVED

Received By: Burt May

Date: JUN 10 2025

Initial: _____

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



Location Map

SUB-25-0843

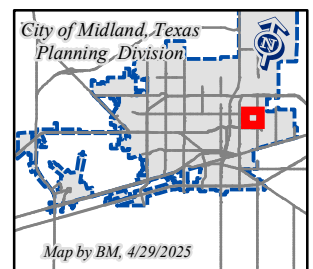
Scale: 1" = 558'

Proposed plat of Midland High Addition, being a 113.80-acre tract of land located out of Section 24, Block 39, T-1-S T&P RR Co. Survey, City and County of Midland, Texas.

Generally located approximately 550 feet southwest of the intersection of North Fairgrounds Road and East Wadley Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



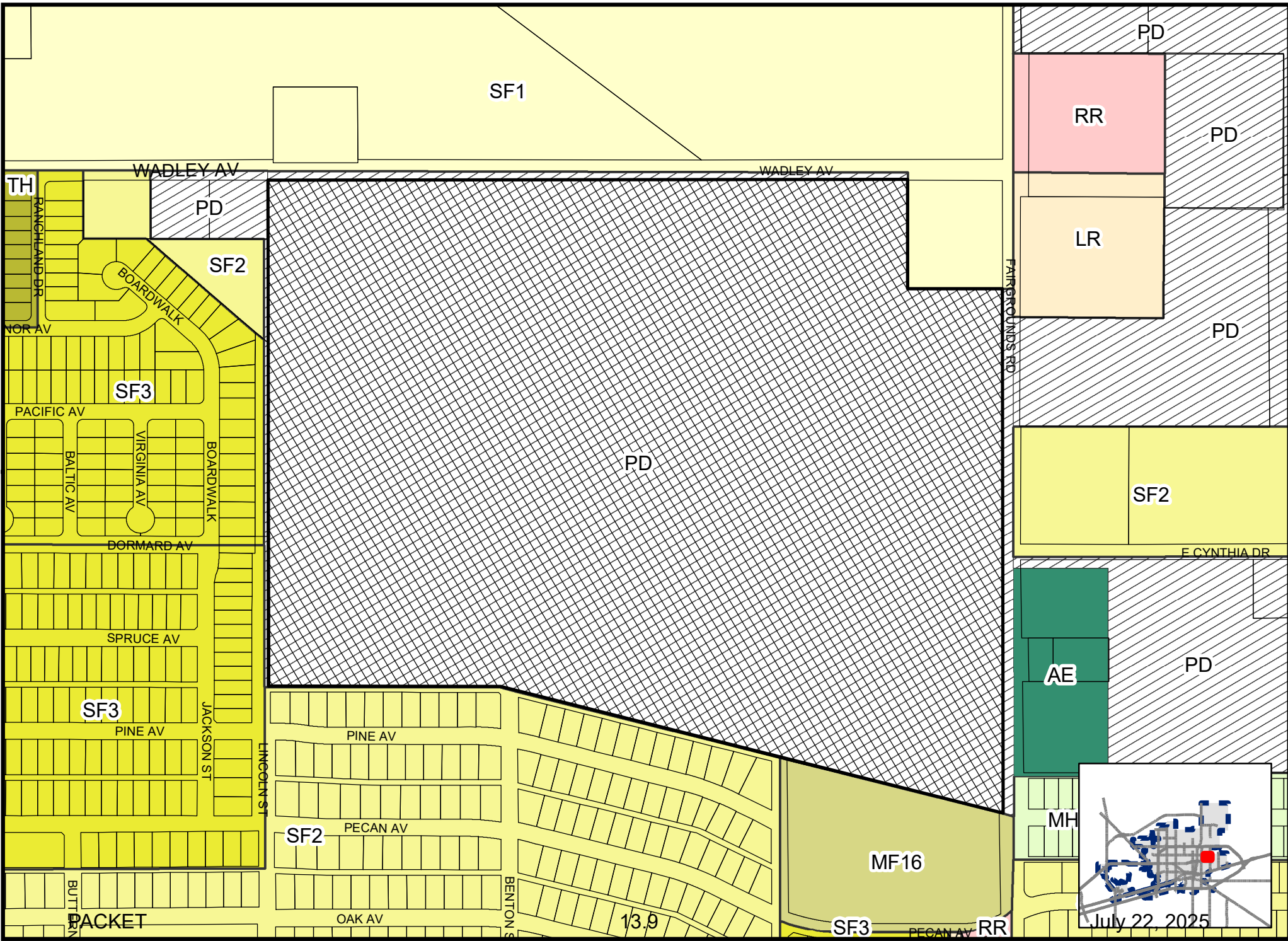
©THE CITY OF MIDLAND - 2021

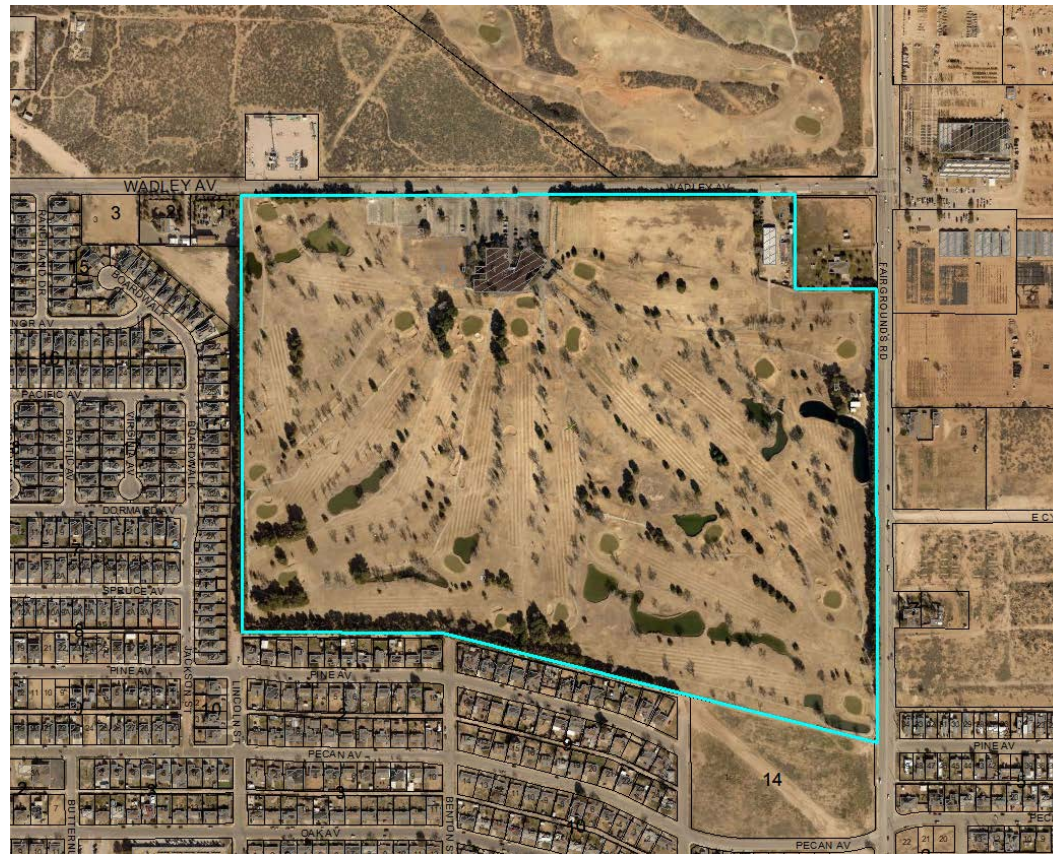
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. IT IS FOR INFORMATION ONLY. TO BE USED AS A PAPER OF RECORD, TO BE USED FOR ANY OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

PACKET

13.8

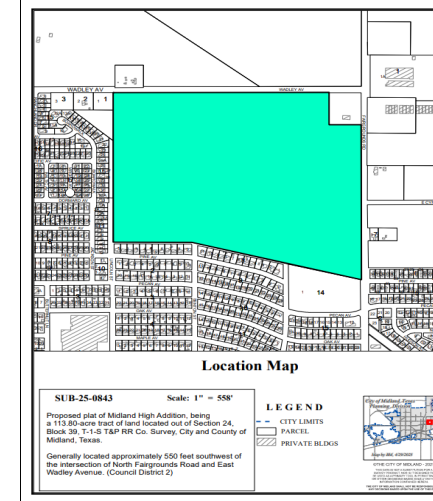






APPLICATION SUMMARY

- **Developer/Property Owner:** Midland Independent School District
- **Representative:** Dunaway Associates, LLC
- **Location:** 1600 East Wadley Avenue (Council District 2)
- **Reason for Request:** For the development of a public school

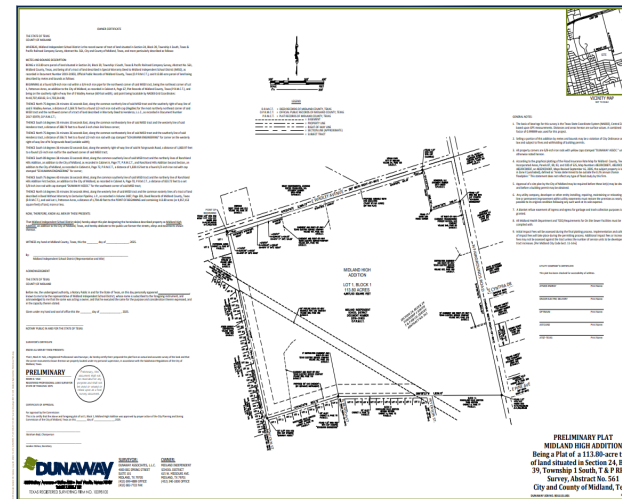


2



PLAT DETAILS

- **Acreage:** 113.80 acres
- **Number of Existing Lots:** 0
- **Number Proposed Lots:** 1

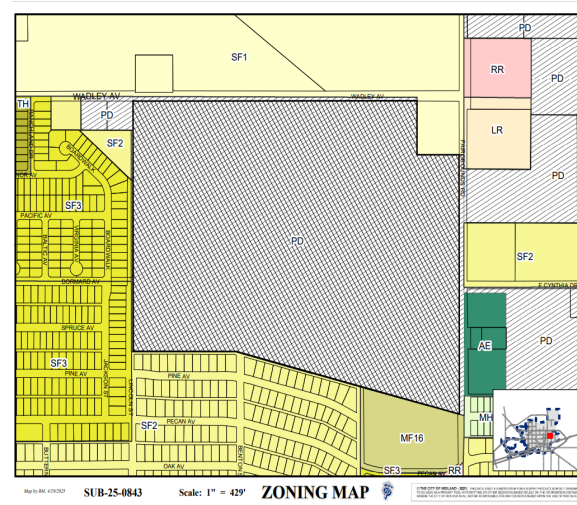


3



ZONING

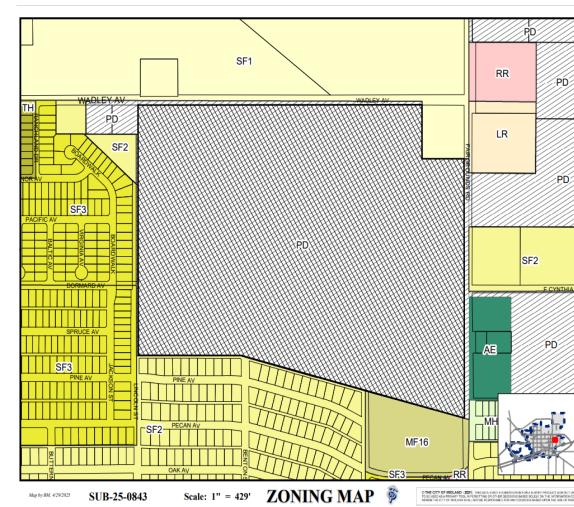
- **Current Zoning:** PD, Planned Development District for a Recreation Center
- **Surrounding Zoning:**
 - **North:** SF-1, Single-Family Dwelling District
 - **South:** SF-2, Single-Family Dwelling District and MF-16, Multiple-Family Dwelling District



ZONING

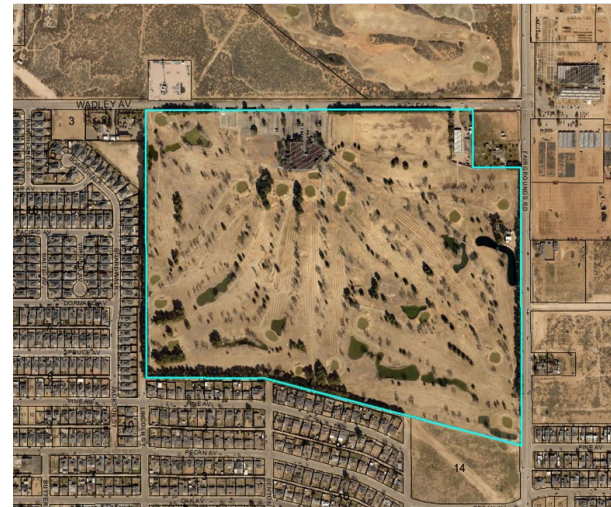
- **Surrounding Zoning:**
 - **East:** SF-1, Single-Family Dwelling District, LR, Local Retail District, PD, Planned Development District for a Housing Development, SF-2, Single-Family Dwelling District, MH, Manufactured Housing District, and AE, Agricultural Estate District
 - **West:** PD, Planned Development District for a Transitional District, SF-2, Single-Family Dwelling District, and SF-3, Single-Family Dwelling District

5



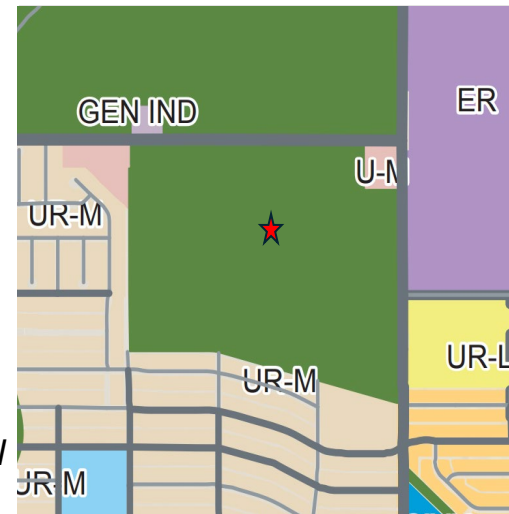
LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
 - **North:** Golf Course
 - **South:** Single-Family Housing and Vacant
 - **East:** Single-Family Housing and Greenhouses
 - **West:** Single-Family Housing
- **Proposed Use:** Public School



COMPREHENSIVE PLAN

- **Land Use Designation:** Park/Open Space
- **Supported Uses:** Limited, primarily natural use. Any development is recreational and low impact in nature, while complementary to the purpose of the wider area as open natural space.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan*.



7

STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved the preliminary plat on July 7, 2025.
- Staff recommends approval of this request with the following conditions:
 - A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]
 - B. Drainage report must be submitted by Final Plat submittal. [11-2-3(D)8]

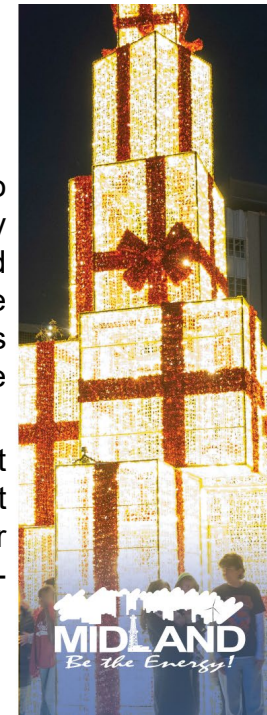
8



STAFF'S RECOMMENDATION

- C. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].
- D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

9



MISSION

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





City Council Meeting

Item Number: 14
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Lindsey Adams, Strategic Partnerships Officer
Subject: RESOLUTION OF THE CITY OF MIDLAND SUSPENDING THE JULY 31, 2025, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S ("ONCOR'S") REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR (THE "STEERING COMMITTEE") TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH ONCOR AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL FOR THE STEERING COMMITTEE (DISTRICT: ALL) (ENGINEERING SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

On June 26, 2025, Oncor Electric Delivery Company filed with the City of Midland a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025. The City of Midland is a member of the Steering Committee of Cities Served by Oncor which is comprised of 170 cities that will be conducting a review of Oncor's application. This includes hiring and directing legal counsel and consultants and preparing a response to Oncor. This resolution confirms that the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, shall be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Recommended City Council Action:

Approve

Fiscal Impact:

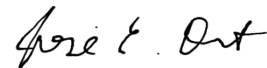
The fees associated with the hiring of legal counsel shall be reimbursed by Oncor. There should not be any additional cost to the city for this suspension.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The steering committee is led by Lloyd Gosselink Rochelle & Townsend and they will handle all dealings with Oncor.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF MIDLAND
SUSPENDING THE JULY 31, 2025, EFFECTIVE DATE
OF ONCOR ELECTRIC DELIVERY COMPANY'S
("ONCOR'S") REQUESTED RATE CHANGE TO
PERMIT THE CITY TIME TO STUDY THE REQUEST
AND TO ESTABLISH REASONABLE RATES;
APPROVING COOPERATION WITH THE STEERING
COMMITTEE OF CITIES SERVED BY ONCOR (THE
"STEERING COMMITTEE") TO HIRE LEGAL AND
CONSULTING SERVICES AND TO NEGOTIATE
WITH ONCOR AND DIRECT ANY NECESSARY
LITIGATION AND APPEALS; FINDING THAT THE
MEETING AT WHICH THIS RESOLUTION IS PASSED
IS OPEN TO THE PUBLIC AS REQUIRED BY LAW;
REQUIRING NOTICE OF THIS RESOLUTION TO
ONCOR AND LEGAL COUNSEL FOR THE STEERING
COMMITTEE**

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company ("Oncor"), pursuant to Utilities Code §§ 33.001 and 36.001 filed with the City of Midland a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Midland is a member of the Steering Committee of Cities Served by Oncor (the "Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of Oncor's application, hiring and directing legal counsel and consultants, preparing a common response, and negotiating with Oncor prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, Utilities Code § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, Utilities Code § 33.023 provides that costs incurred by the City in ratemaking proceedings are to be reimbursed by the regulated utility;

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

SECTION ONE. That the July 31, 2025, effective date of the rate request submitted by Oncor on or about June 26, 2025, shall be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION TWO. That as indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of the Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with Oncor, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION THREE. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION FOUR. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION FIVE. That the City Secretary is hereby authorized and directed to send copies of this Resolution to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Deputy City Manager

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney



City Council Meeting

Item Number: 15
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE ABELL-HANGER FOUNDATION; SAID AGREEMENT PROVIDING FOR \$400,000 IN GRANT FUNDS TO BE USED FOR UPGRADES TO THE RANCH HOUSE AT BEAL PARK AS PART OF THE BEAL PARK RENOVATION PROJECT (DISTRICT 4) (PARKS AND RECREATION) (QUALITY OF LIFE AND PLACE)

Purpose:

Motion authorizing the execution of a grant agreement with the Abell--Hanger Foundation; said agreement providing for \$400,000 in grant funds to be used for upgrades to the Ranch House at Beal Park as part of the Beal Park Renovation Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Upon receipt, funds will be deposited into the Parks Oil and Gas Fund and will be transferred and appropriated to the Beal Park Improvement Project for use at the Beal Park Ranch House.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Staff applied for a grant from the Abell--Hanger Foundation to upgrade elements within the Beal Park Master Plan. The Abell-Hanger Foundation Board selected upgrades to the Beal Park Ranch House as the project to receive grant funding in the amount of \$400,000, pending execution of the grant agreement. \$200,000 will be made available for the renovations immediately, and an additional \$200,000 will be available in July 2026. As a condition of the grant, the foundation requests that the ranch house be identified as "The Beal Park Ranch House". The Beal family has stated that this structure was not actually part of their ranching operation, and do not have issues with the proposed name. Renovations will include windows, kitchen and restroom updates, paint, light fixtures and flooring.



City Manager's Office



112 Corporate Drive
Midland, TX 79705
abell-hanger.org

432.684.6655 OFFICE
432.684.4474 FAX

TRUSTEES & OFFICERS

Laura L. Roman,
President & Trustee

Mark Palmer,
Executive Vice President

Wade Kuehler,
*Vice President and
Secretary/Treasurer*

John D. Bergman

Richard H. Coats

Jack F. Harper

Roy Nelson

Chas Perry

Wes Perry

Karen Sparks

TRUSTEES EMERITI

Herbert L. Cartwright, III

Tevis Herd

Robert C. Leibrock

Elaine Magruder

Clarence Scharbauer, III

David L. Smith

James C. Trott

Charles M. Younger, M.D.

STAFF

Mark Palmer
Chief Executive Officer

Wade Kuehler
Chief Financial Officer

Helga Hoban
Grants Officer

Julia Vickery
Program Director

Cindy Lauderdale
Office Manager

June 25, 2025

LETTER AGREEMENT

Ms. Laurie Williams
lwilliams@midlandtexas.gov
City of Midland
300 N. Loraine
Midland, TX 79701

Dear Ms. Williams,

The Abell-Hanger Foundation ("Foundation"), on June 19, 2025, approved a \$400,000 conditional grant for the City of Midland ("Grantee") on the terms and conditions as follows:

1. The City of Midland shall officially rename the building currently known as the "Beal Ranch House" to the "Beal Park Ranch House".
2. The City of Midland agrees that all funds provided under this grant shall be used exclusively for the improvement, renovation, and enhancement of the building to be known as the "Beal Park Ranch House" and its immediate surroundings. No portion of the grant shall be used for general operating expenses, unrelated capital projects, or any purpose not directly connected to the physical improvement of the specified facility. The City shall maintain detailed records of expenditures and provide documentation upon request to demonstrate compliance with this restriction.

The grant will be disbursed in two equal installments of \$200,000. The first installment will be paid upon receipt of the fully executed grant agreement. The second installment is scheduled for payment on or before June 30, 2026.

The Foundation reserves the right to review and approve, in advance, any public announcements, press releases, or other publicity materials issued by you regarding the receipt of this grant.

In awarding this grant, the Foundation and the Grantee acknowledge and agree that the Foundation's role is strictly limited to providing financial support for the project described in the grant request (the "Project"). The Foundation shall have no responsibility or liability for any aspect of the Project, including, but not limited to planning, execution, operations, oversight, volunteer training or screening, site selection or management, setup or teardown, construction, facilities, programming, food or beverage service, parking, or the actions or omissions of the Grantee's employees, agents, contractors, or volunteers.

The Foundation expressly disclaims any responsibility for the success, failure, or outcome of the Project, whether or not such outcomes were foreseeable. The Foundation's total liability under this grant shall not exceed the amount of the grant awarded.

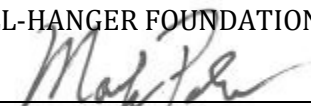
To the extent authorized by Texas Law, Grantee agrees to indemnify, defend, and hold harmless the Foundation, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any negligent, willful, or unlawful act or omission by the Grantee or any party acting on its behalf in connection with the Project.

After entering into a Grant Agreement, it is possible that circumstances will arise that will persuade the Foundation that an unpaid grant should not be disbursed. If that should happen with respect to this grant, the Foundation acknowledges that the Grantee, nevertheless, would then be entitled to full reimbursement for expenses connected with the grant and already paid by the Grantee or for which it became legally responsible before notification of the decision of the Foundation. Accordingly, the Foundation may at any time, with or without cause, cancel the unpaid portion of this grant by notice to the Grantee. As soon as possible after such notice, the Grantee shall furnish a complete list of such expenses, and the Foundation thereupon shall reimburse the Grantee for the total of those verified expenses, provided, however, that such reimbursement shall not exceed the unpaid portion of the grant. After making such payment, the Foundation shall have no further obligation to the Grantee, its officers, agents, or representatives.

If the foregoing terms and conditions are acceptable to the City of Midland, please indicate your agreement by signing and returning a counterpart of this letter to the Foundation. By executing this agreement, the undersigned affirms that they are duly authorized to execute this agreement on behalf of the City of Midland and to bind the organization to the obligations and commitments set forth herein.

Very truly yours,

ABELL-HANGER FOUNDATION

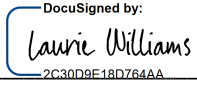
BY 

Mark Palmer, Chief Executive Officer

7/8/2025

ACCEPTED AS ABOVE STATED this ____ day of _____, 20____.

City of Midland

By 

Laurie Williams, Parks and Recreation Director



City Council Meeting

Item Number: 16
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Greg Snow, Police Chief
Subject: RESOLUTION AUTHORIZING THE ISSUANCE OF AN OPERATING CERTIFICATE FOR RIDEY TRANSPORTATION INC. D/B/A XPRESS ROUTE; SETTING FORTH CONDITIONS ACCOMPANYING THE CERTIFICATE; AND ESTABLISHING THE TERMS OF THE CERTIFICATE (DISTRICT: ALL) (POLICE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Resolution authorizing the issuance of an operating certificate for Ridey Transportation Inc. DBA Xpress Route; setting forth conditions accompanying the certificate; and establishing the terms of the certificate.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Anthony Alfa, owner and operator of Ridey Transportation Inc. DBA Xpress Route (Limo Biz), has filed an application with the City Secretary's office for approval of his operating certificate. He has passed the requisite background investigation related to his driving history conducted by the Midland Police Department. Mr. Alfa has furnished the necessary documents related to proof of financial responsibility as well as signed a copy of the application for operating certificate indicating acceptance of provisions.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ISSUANCE OF
AN OPERATING CERTIFICATE FOR RIDEY
TRANSPORTATION INC. D/B/A XPRESS ROUTE;
SETTING FORTH CONDITIONS ACCOMPANYING
THE CERTIFICATE; AND ESTABLISHING THE
TERMS OF THE CERTIFICATE**

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

SECTION ONE. That the City Secretary is hereby authorized and directed to act on behalf of the City of Midland to grant to Ridey Transportation Inc. D/B/A Xpress Route an operating certificate for a limousine business pursuant to Title V, Chapter 6 of the Midland City Code, the provisions of said certificate to be as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION TWO. Notwithstanding Section One, the City Secretary shall not issue the operating certificate set forth above unless and until:

- A. Ridey Transportation Inc. D/B/A Xpress Route has delivered to the City Secretary a current certificate of insurance indicating compliance with the insurance requirements set forth in Section 5-6-2(F) of the Midland City Code for all motor vehicles to be used as limousines under the operating certificate; and
- B. Ridey Transportation Inc. D/B/A Xpress Route has paid to the City the amount of the annual fee required under Section 5-6-2(G) of the City Code; and
- C. Ridey Transportation Inc. D/B/A Xpress Route has signed a copy of the operating certificate indicating acceptance of the provisions set forth therein.

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

Council members voting "AYE": _____

Council members voting "NAY": _____

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Greg Snow, Police Chief

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Police\Taxi\2025\Xpress Route

**CITY OF MIDLAND OPERATING CERTIFICATE FOR
LIMOUSINE BUSINESS**

THIS OPERATING CERTIFICATE is issued to Ridey Transportation Inc. D/B/A Xpress Route ("Operator") whose address is 1811 Tradewinds Blvd., Apt. 5-206, Midland, Texas 79706, pursuant to Title V, Chapter 6 of the Midland City Code, for the purpose of granting to Operator the privilege of operating a limousine business along, across, and over the public streets of the City of Midland, Texas, now laid out or dedicated, and all extensions thereof, subject to the following provisions and conditions:

1. Business Name: The name of the limousine business operated pursuant to this certificate shall be Ridey Transportation Inc. D/B/A Xpress Route.
2. Term: This certificate shall be valid and in effect for five (5) years from the date of issuance indicated below, subject to earlier termination as set forth in the Midland City Code.
3. Suspension of Certificate for Non-Payment: This certificate shall be automatically suspended on March 1 of any year during the term of this certificate if Operator has not paid the annual fee required by Section 5-6-2(G) of the Midland City Code when due, and shall remain suspended until the annual fee is paid.
4. Compliance With All Laws: Operator must at all times operate the above-named limousine business in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, Title V, Chapter 6 and Title XIII, Chapter 2 of the Midland City Code, as amended from time to time, and this certificate may be revoked by the Midland City Council at any time for Operator's non-compliance with said laws, regulations, or ordinances.
5. Assignability and Transferability: This certificate is personal to the Operator named above and may not be assigned by sale or otherwise to any other person or entity. Any attempt to assign this certificate or any interest in this certificate shall be void and will serve as grounds for termination of this certificate by the City.
6. Airport Privileges: This certificate grants to the Operator the privilege of operating at Midland International Airport, provided that such operations shall not be permitted until Operator has complied with Section 5-6-8 of the Midland City Code.

ISSUED THIS ____ DAY OF _____, 2025.

Marcia Bentley-German, City Secretary
City of Midland, Texas

S:\Resolutions\Police\Taxi\2025\Xpress Route

Exhibit A

ACCEPTANCE

The Operator herein named accepts this operating certificate and agrees to abide by all its provisions and all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, applicable provisions of the Midland City Code, as amended, and the regulations governing the charging of fares between the City of Midland and the City of Odessa.

Name: _____

Date: _____

S:\Resolutions\Police\Taxi\2025\Xpress Route



City Council Meeting

Item Number: 17
Meeting Date: July 22, 2025
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-021) BETWEEN THE CITY OF MIDLAND AND PHILLIPS 66 DOS PICOS LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 8, 9, AND 10, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

This ROW License will provide the applicant a 30' wide right of way for a 20-inch (20") steel, common carrier natural gas pipeline, a 20' by 40' above ground valve site and a 50' wide temporary workspace. This pipeline is one of three that will service new mineral production in the area under the existing Surface Use Agreement. The applicant will have access to existing roads on this portion of City Plant Farm Property.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance. Terms are consistent with the City's standard license for facilities of this nature

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): \$1,000

Full ten-year term paid in advance

Pipeline: (\$490.00 per rod x 737.47 rods.) \$361,360.30

Surface area: (800 sq. ft. x \$0.30 per sq. ft.) \$240.00

Total Collected: \$362,600.30

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

This pipeline will be buried thirty-six inches (36) deep and does not interfere with the City Plant Farm operations.

Phillips 66 Self-Insurance letter is approved and on file

City Secretary to record completed License Agreement

For & Out

City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: July 23, 2025

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Tommy Gonzalez, City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: **Phillips 66 Dos Picos LLC**

Licensee's Representative: **Kendon Roberts**

Licensee's Mailing Address: 2331 CityWest Blvd.
Houston, Texas 77042

Property: As described in Article III below

License Number: **25-329-021**

Licensee desires use of certain Property (as defined below) in Midland County, Texas for purposes set forth below. Licensor hereby authorizes Licensee to act as described in this license (this "License") limited to any and all rights Licensor may have to the Property and subject to any and all validly existing encumbrances, conditions, and restrictions relating to the Property.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensors may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensors' sole discretion to terminate this License during the term of this License without penalty to Licensors. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensors upon inspection by Licensors' Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of THREE HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED and 30/100 Dollars (\$361,360.30) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensors terminates this License pursuant to the provisions of Section I.B., Licensors agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensors for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensors in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars (\$1,000.00) to Licensors' Representative. Said fee shall revert to Licensors and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensors at the office of Licensors' Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensors a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being eighty (80) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a steel pipeline, not to exceed twenty (20) inches in diameter, for the transportation of natural gas and a twenty (20) foot by forty (40) foot above ground valve site as depicted in **Exhibit A** and to have the right of ingress and egress at convenient points for such purpose said construction width shall revert to thirty (30) feet after the line is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline and surface sites described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline and surface sites described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and

roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE, SURFACE SITES, OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline, surface sites, or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely

closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall be promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without

limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000.00 per accident or occurrence

Umbrella Liability: \$10,000,000.00 each occurrence
\$10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH

DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE, ABOVE GROUND VALVE SITE, OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE, ABOVE GROUND VALVE SITE, OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES,

DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

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

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained.

The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent

that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the “Commission”) for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensors. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensors and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensors or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensors to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensors to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensors from asserting any right to specific performance, damages or any other rights or remedies to which Licensors may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensors in form and substance satisfactory to Licensors.

S. Entire Agreement. This License constitutes the entire agreement between Licensors and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensors and Licensee.

[Signature Pages Follow]

**LICENSOR:
CITY OF MIDLAND, TEXAS**

By: _____
Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Carl Craig, Director of Utilities

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

LICENSEE:
PHILLIPS 66 DOS PICOS LLC

By: Kendon Roberts

Printed Name: Kendon Roberts

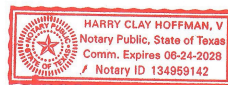
Title: Attorney in Fact

THE STATE OF Texas §

COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 9 day of JULY, 2025 personally appeared Kendon Roberts an officer of Phillips 66 Dos Picos LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of JULY, 2025.



[Signature]
Notary Public, State of TEXAS

**PROPOSED SINGLE 20" STEEL GAS PIPELINE RIGHT-OF-WAY,
SITUATED IN SECTIONS 8 & 9 10, BLOCK 38, T-2-S, A-31, A-158, A-112 & A-586
T. & P. RY. CO. SURVEY, MIDLAND COUNTY, TEXAS**

DETAIL "A"
Scale: 1" = 50'

DETAIL "B"
Scale: 1" = 50'

DETAIL "C"
Scale: 1" = 50'

DETAIL "D"
Scale: 1" = 50'

DETAIL "E"
Scale: 1" = 50'

DETAIL "F"
Scale: 1" = 50'

DETAIL "G"
Scale: 1" = 50'

DETAIL "H"
Scale: 1" = 50'

DETAIL "I"
Scale: 1" = 50'

DETAIL "J"
Scale: 1" = 50'

DETAIL "K"
Scale: 1" = 50'

LEGEND

- PROPOSED CENTERLINE OF RIGHT-OF-WAY
- PROPOSED EDGE OF RIGHT-OF-WAY/TEMPORARY WORKSPACE
- SECTION LINE
- EXISTING PIPELINE
- EXISTING ROAD
- FENCE
- EXISTING OVERHEAD OR UNDERGROUND ELECTRIC LINE
- B.O.L. BEGINNING OF LINE
- E.O.L. ENDING OF LINE
- O.P.M.C.T. OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS
- D.R.M.C.T. DEED RECORDS OF MIDLAND COUNTY, TEXAS

NOTES

- This plat does not represent a boundary survey, boundary lines and monuments shown herein are for reference only. Bearings, coordinates and distances are either Critical Projection of the Texas Coordinate System, State Plane GCS, NAD83, Texas Central Zone (NAD83), U.S. survey foot, latitude and longitude based on NAD83.
- Location of existing pipeline shown are based on standard pipeline locating equipment, cones and pipeline markers, every effort was made to locate and verify all pipelines. However, caution should be exercised when performing work on pipelines and other hazards, such as the electric lines, PVC pipelines, etc., may exist on site that could not be located. As such be advised that Texas law requires that contractors contact Texas One Call at www.onecall11.org for assistance in locating and marking underground utilities prior to construction.

REVISIONS

NO.	DATE	DESCRIPTION
1	07/03/20	ISSUED REVISED ROUTE & ADDED DETAILS
2	07/03/20	ADDED ADDRESS PAGE 1 - SURFACE SITE
3	07/03/20	ADDED COMBINED ROADSIDE TOTALS

GILBERT M. YSARRA, JR.
COUNTY CLERK

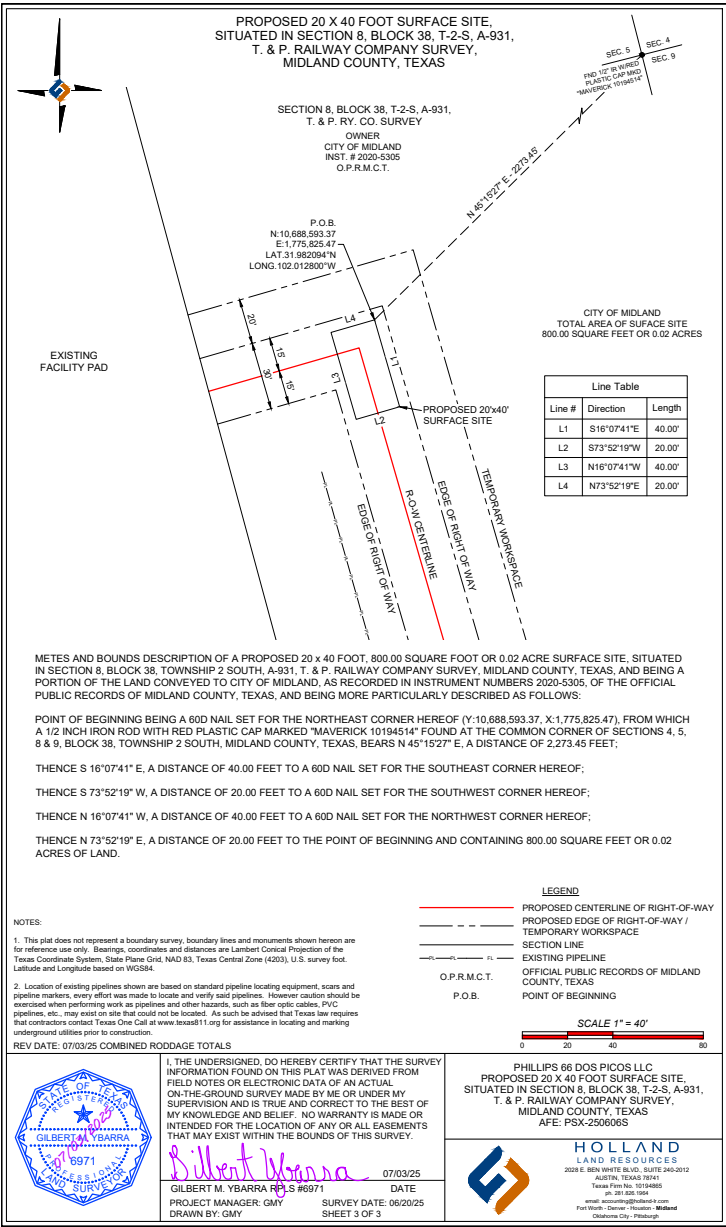
I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

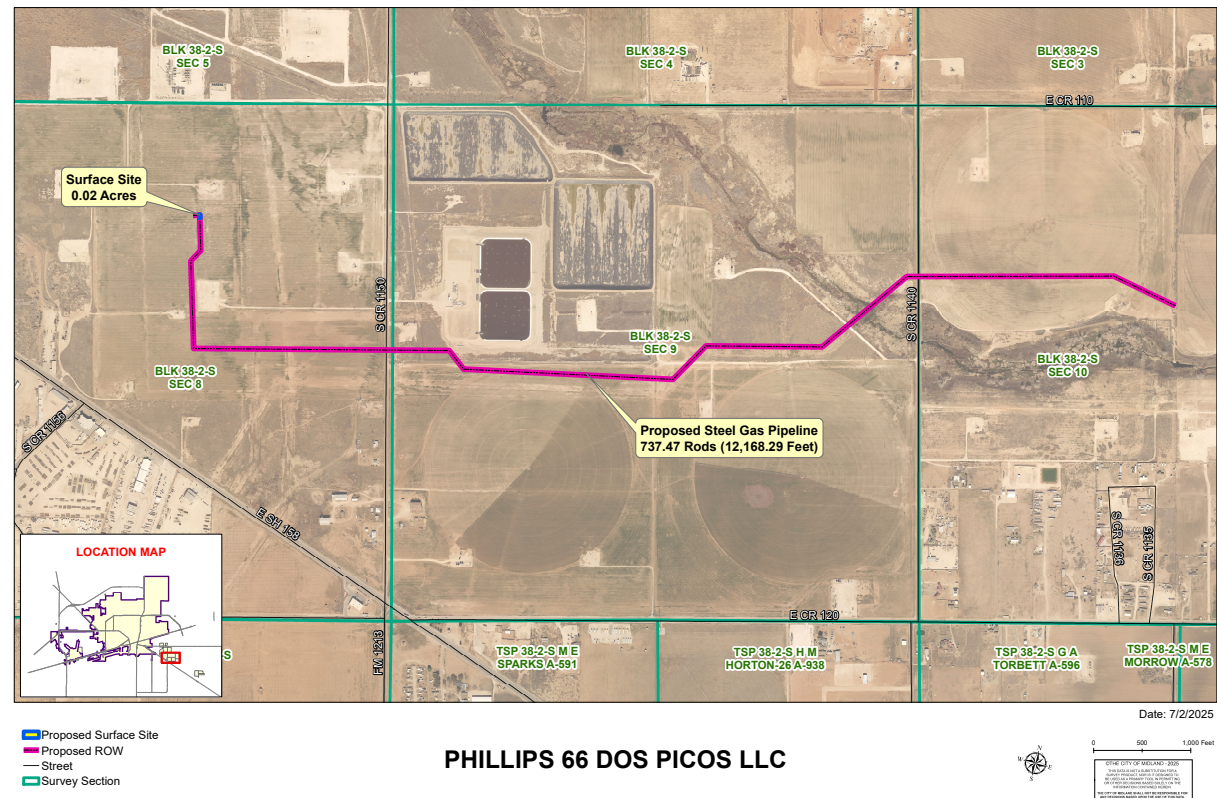
GILBERT M. YSARRA, JR. 07/03/20
PROJECT MANAGER
DRAWN BY: VHY
DATE: 07/03/20
SURVEY DATE: 06/03/20
SHEET 2 OF 3

PHILLIPS 66 DOPS LLC
PROPOSED SINGLE 20" STEEL GAS PIPELINE
RIGHT-OF-WAY, SITUATED IN SECTIONS 8 & 9 10,
BLOCK 38, T-2-S, A-31, A-158, A-112 & A-586,
T. & P. RY. CO. SURVEY,
MIDLAND COUNTY, TEXAS
APE: PSH-260805

HOLLAND
LAND RESOURCES
2020 BENTLEY, BENTLEY & ASSOCIATES
AUSTIN, TEXAS 78701
TODD L. STARRS
TODD@HOLLANDLANDRES.COM
todd@hollandlandres.com
todd@hollandlandres.com
todd@hollandlandres.com

PHILLIPS 66 DOPS LLC
PROPOSED SINGLE 20" STEEL GAS PIPELINE
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BLOCK 38, T-2-S, A-31, A-158, A-112 & A-586,
T. & P. RY. CO. SURVEY,
MIDLAND COUNTY, TEXAS
APE: PSH-260805







Brian P. Mullen
Manager, Corporate Insurance

Phillips 66
P.O. Box 421959, S1287
Houston, TX 77210-1959
Phone: 832-765-1801
Fax: 832-765-0210
Brian.P.Mullen@p66.com

June 24, 2025

City of Midland
300 N. Loraine
Midland, Tx 79701

Re: Right of Way – City of Midland

To Whom It May Concern:

Your company recently requested a certificate evidencing various insurance coverages. Liability and property risks for **Phillips 66 (PSX) and its wholly owned subsidiaries, including Phillips 66 Dos Picos, LLC**, are insured under our corporation's major worldwide insurance programs subject to \$150 million and \$100 million per occurrence deductibles respectively. Losses for which PSX or its subsidiaries are legally liable and falling within the deductibles are fully secured by PSX's financial resources. The net worth of Phillips 66 was \$28 billion at December 31, 2024 as audited by Ernst & Young LLP. PSX entities comply with all statutory workers' compensation insurance regulations.

Our contractual responsibilities to your company are in no way diminished by submission of this document. We will endeavor to provide you with 30 days prior notice should the above insurance arrangements change.

Please contact the undersigned should you have any questions regarding the above.

Sincerely,

A handwritten signature in black ink, appearing to be "BPM", with a long horizontal line extending to the right.

Brian P. Mullen
Manager, Global Insurance



City Council Meeting

Item Number: 18

Meeting Date: July 8, 2025, July 22, 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 REPEAL THE CLASSES IN WEST END ADDITION, THE CITY AND COUNTY OF MIDLAND, TEXAS, FROM THE OFFICE DISTRICT TO BE LOCAL DISTRICT DISTRICT GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND TWENTY EIGHTTH AVENUE, A THREE CITY CLASSED CONTAINING A SAVING AND EXEMPTION CLAUSE, PROVIDING FOR A VIOLATION PENALTY OF TWO THOUSAND DOLLARS OR JAILMENT AND ORDERING PUBLIC HEARINGS

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 notice 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 amending the City Code of the City of Midland, Texas, as follows:

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 remove the Property Item O-1, Office District in LA, Local Rural 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 each of these items as are now being.

SECTION THREE. The provisions of this ordinance are to be retroactive of all other ordinances or parts of ordinances governing or regulating the same subject matter as that contained 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 but for the prospect 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 prepared, read in full and adopted on
this reading, the ____ day of _____, A.D. 2025, and passed in accordance with
the 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.

Lisa Marie Wang, Mayor

ATTEST:

Marie Boudry-Gosselin, City Secretary

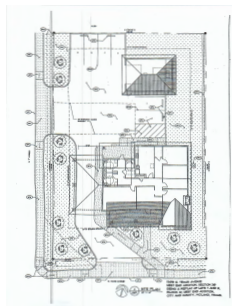
APPROVED AS TO CONTENT
AND COMPLETENESS:

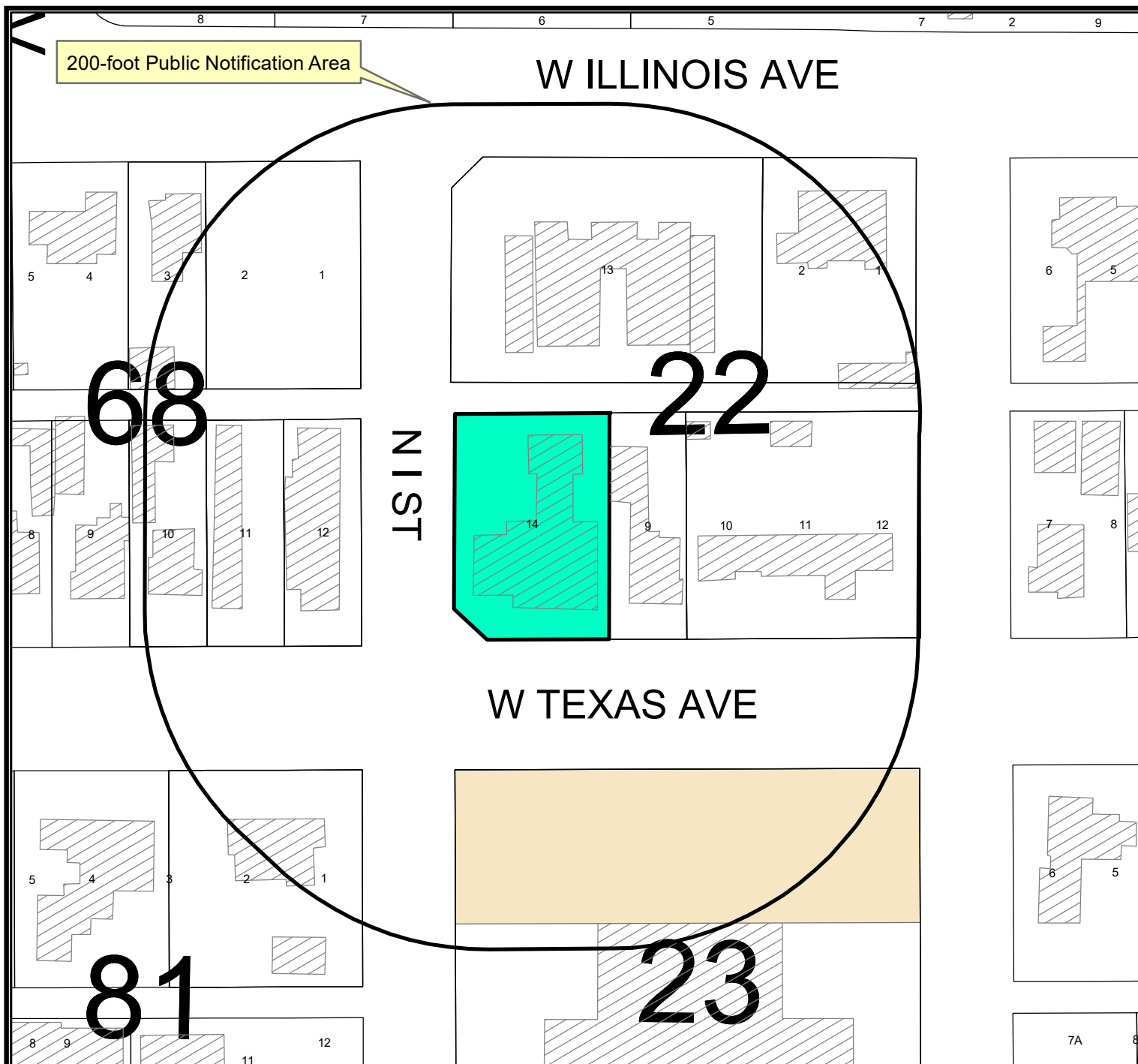
Elizabeth Briggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Truitt, Secretary of City Attorney

[illegible]





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 of Midland, Texas)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

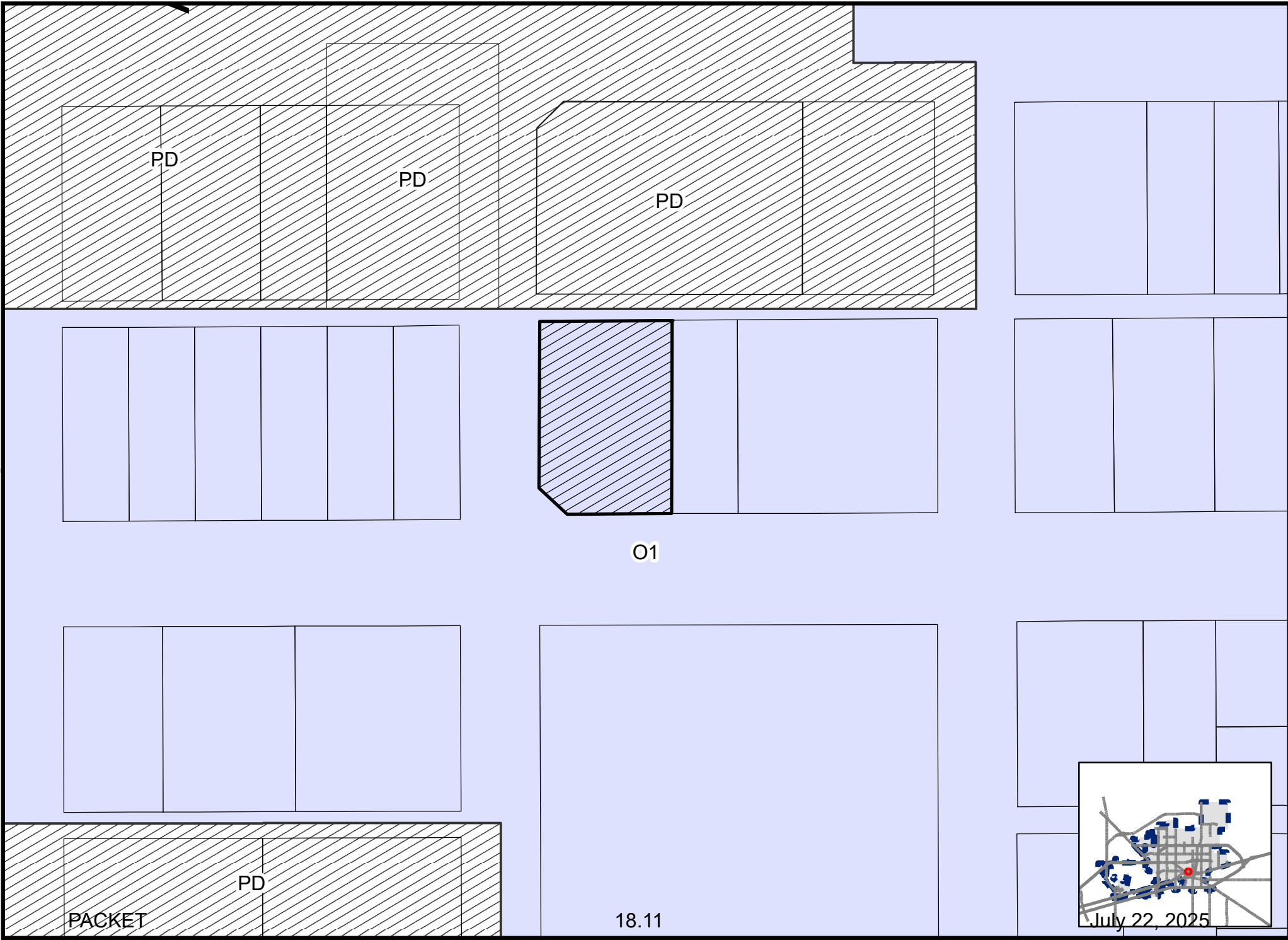


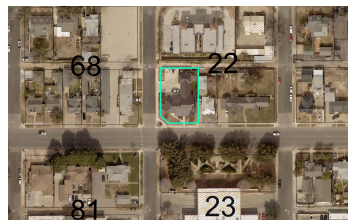
©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY REQUIRED FOR A PROJECT. IT IS TO BE USED AS A PRELIMINARY TOOL FOR PLANNING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

18.10







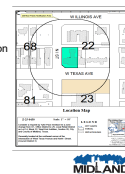


ZONE CHANGE
1510 WEST TEXAS AVE

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



3

LAND USE

- **Current Use:** Business Office
- **Surrounding Uses:**
 - **North:** Vacant building
 - **South:** Fire station
 - **East:** Business offices
 - **West:** Duplex
- **Proposed Use:** Retail Store





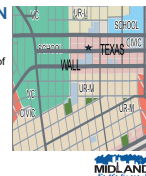
On Texas Avenue, Looking North

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.



7

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.

8







City Council Meeting

Item Number: 19
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Alexis M. Martinez, Associate Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Steve Jeter, is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption on a property located at 3201 Elkins Road for The Venue at Live Oak.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Current Zoning:

O1, Office District

Surrounding Zoning and Land Use:

The properties to the north and south are zoned AE, Agriculture-Estate District, and are vacant lots. The property to the west is zoned AE, Agriculture-Estate District and is residential. The property to the east is in the Extraterritorial Jurisdiction and has no zoning. The land use to the east consists of multiple industrial businesses

Analysis:

The property is located at 3201 Elkins Rd and is currently zoned O1, Office District, which permits the sale of all alcoholic beverages for on-premises consumption, in a wedding chapel, reception facility, and special events center, with the approval of a Specific Use Designation with Term. The property has an existing SUD under 10368. However, the owner is wanting to increase the serviceable area is there for requesting this new SUD. If approved, the previous SUD will be repealed.

The proposed days and hours of operation are:

**Sunday through Thursday from 10:00 a.m. to 12:00 a.m.
Friday and Saturday from 10:00 a.m. to 2:00 a.m.**

The applicant is requesting the following alcohol serviceable hours.

**Sunday through Thursday from 10:00 a.m. to 12:00 a.m.
Friday and Saturday from 10:00 a.m. to 2:00 a.m.**

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

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

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections

Engineering: (Approved)

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

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Oil & Gas: (Approved)

No objections.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

Need the existing occupancy for the building that lies within the proposed alcohol serviceable area. Standing room outside does not receive an occupant count.

Planning:

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) The Venue at Live Oak is an establishment that will provide Midland residents with a unique social gathering experience.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a special events center, subject to conditions A through H.

Conditions:

A. That the serviceable area shall be limited to approximately 57,549 square feet as shown in Exhibit "A, B and C", which is attached hereto and incorporated herein for all purposes.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m. (midnight)

Friday and Saturday from 10:00 a.m. to 2:00 a.m. of the following day.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

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

H. That Ordinance No. 10368 is hereby repealed and shall be superseded in all respects by this ordinance.

Letters of Objection:

As of May 16, 2025, staff received two letters of objection. Staff is currently working on an objection map and objection percentage and will have both at the time of the meeting. In the meantime, the objection letters are attached for review.

Attachments:

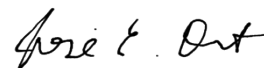
Application

Site Plan (Exhibit A)

Floor Plan (Exhibit B&C)

Maps

Objection Letters



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

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

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a special events center (the "Establishment") for on-premises consumption, together with the uses permitted in the present O-1, Office District.

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

- A. That the serviceable area of the Establishment shall be limited to approximately 57,549 square feet as shown in Exhibits A, B and C, which are attached hereto and incorporated herein for all purposes.
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.
- C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Sunday through Thursday from 10:00 a.m. to 12:00 a.m. (midnight); and
Friday and Saturday from 10:00 a.m. to 2:00 a.m. of the following day.
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.
- H. That Ordinance No. 10368 is hereby repealed and superseded in all respects by this ordinance.

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

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

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

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

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

EXHIBIT A

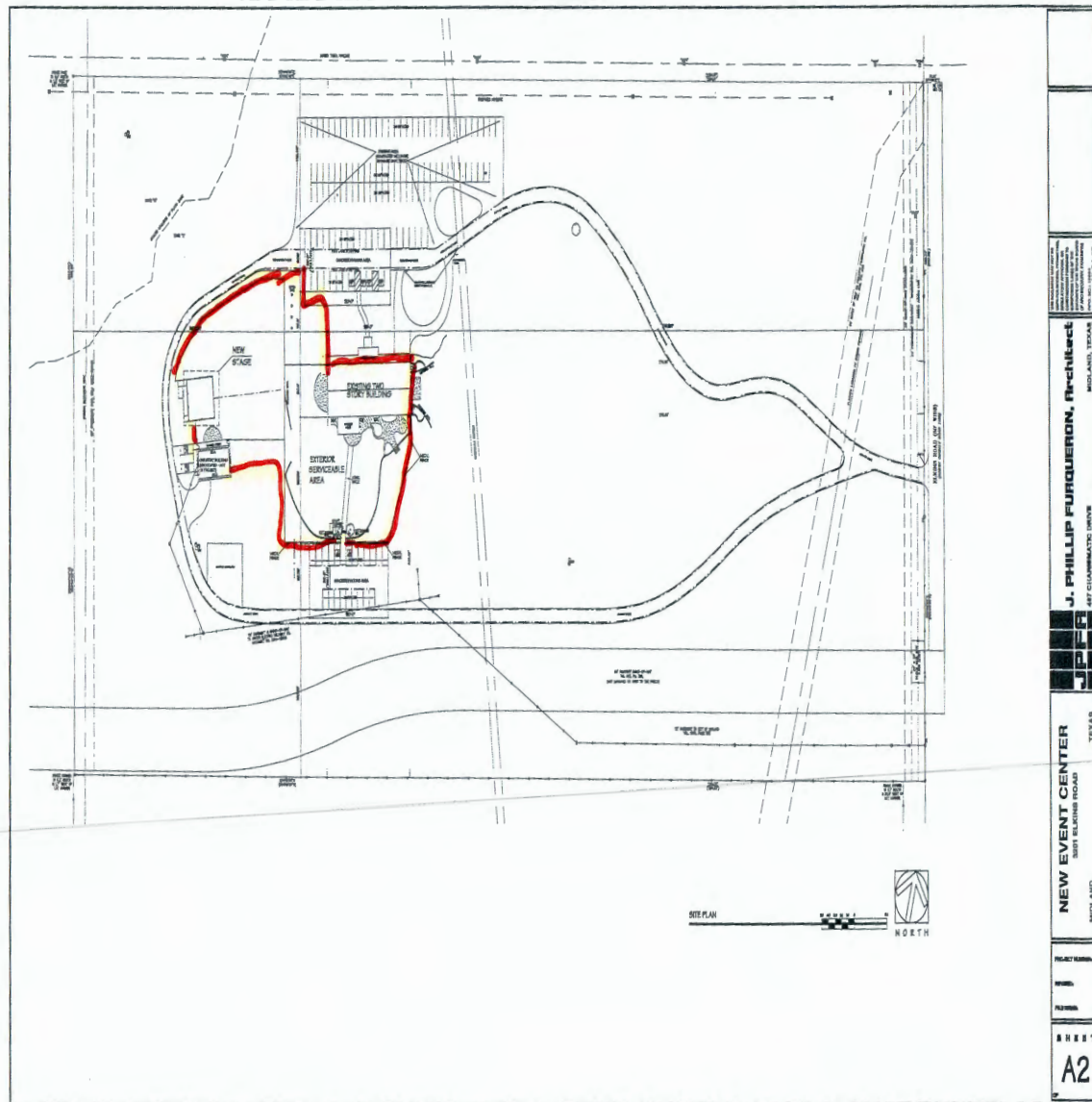


EXHIBIT B

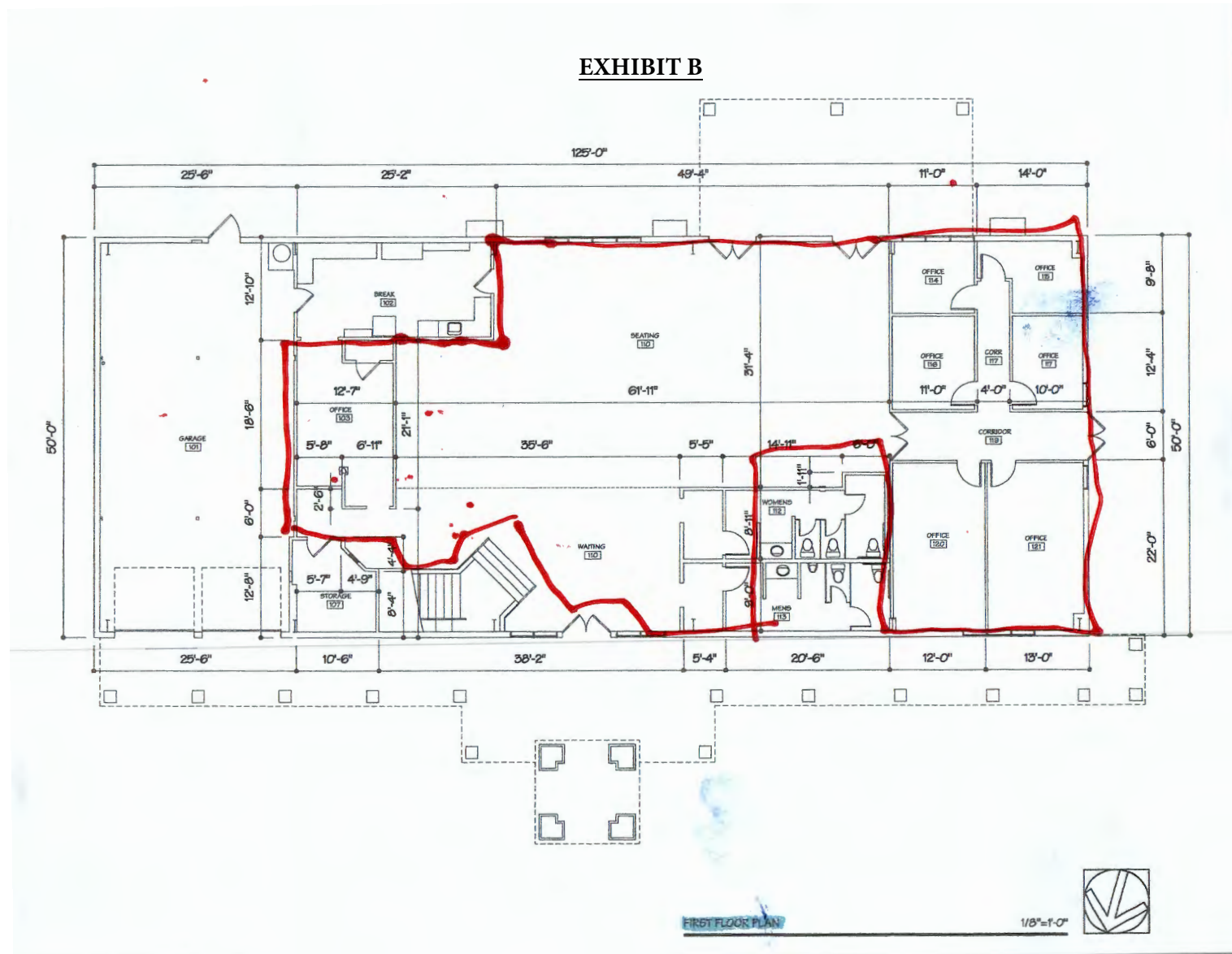
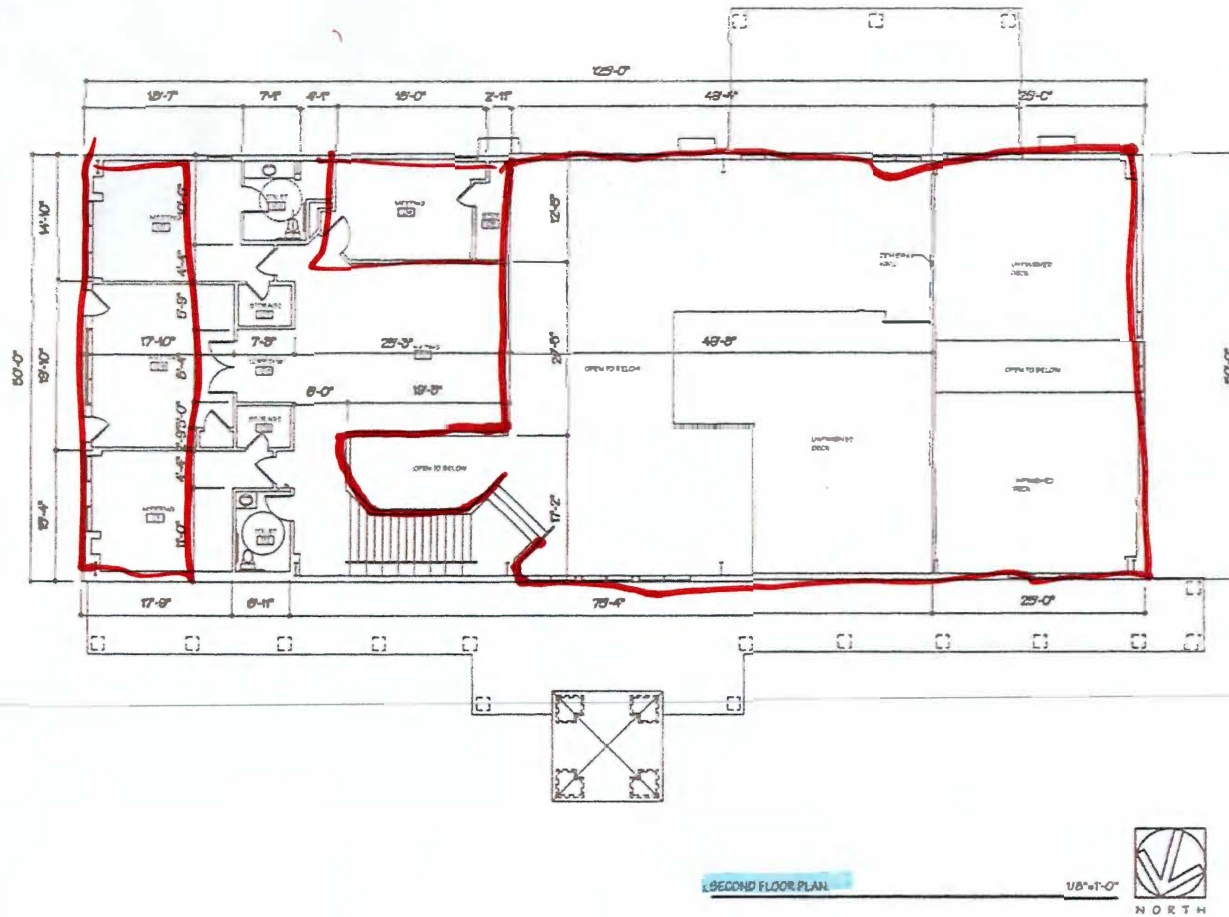


EXHIBIT C



J. PHILLIP FUQUA, Architect
 STATE OF TEXAS
 ARCHITECT



BUILDING REMODEL
 3201 ELUMS ROAD
 DALLAS, TEXAS

PROJECT NUMBER

		Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption		Project Number: _____ Case Number: <u>SUD - 25-0198</u>
Applicant (if acting as Agent, see affidavit on page 2) Printed Name: _____ Address: Steve Jeter _____ City: Midland State: TX Zip: 79705			Phone (432) 413-1501 Email: steve@liveoak.events	
Property Owner Printed Name: 3201 Properties, LLC Address: P.O. Box 7307 _____ City: Midland State: TX Zip: 79708			Phone (432) 413-1501 Email: steve@liveoak.events	
Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____ Address: _____ City: _____ State: _____ Zip: _____			Phone (432) 413-1501 Email: steve@liveoak.events	
Street Address: 3201 Elkins Road				
Business Name: 3201 Properties, LLC				
Legal Description Lot: 1 Block: 1 Subdivision: Camelot				
Current Zoning: Office 1				
Reason for Request: Alcohol Consumption and Sale of Alcohol (On Premises)				
Type of Business (restaurant, bar, lounge, nightclub, etc.): Venue				
Proposed/Current Days and Hours of Operation: Sunday-Thursday, 10am-12am Friday-Saturday 10am-2am				
Proposed Days and Hours of Alcohol Service: Sunday-Thursday, 10am-12am Friday-Saturday, 10am-2am				
Total Square Footage of Business: 62,234				
Square Footage of Alcohol Serviceable Area: 57,549				
Restroom Fixtures: Men		Toilets/Urinals: 7 15		Bathroom Sinks: 5
Women		Toilets: 10		Bathroom Sinks: 5

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
- Dimensioned Site Plan showing:
 - Parking
 - Business Footprint
- Kitchen (if applicable)
- Total Square Footage
- Serviceable Square Footage
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): [Signature] Date: 2/28/2025

Applicant (printed): Stacy Jeter

Property Owner (signature): [Signature] Date: 2/28/2025

Property Owner (printed): Stacy Jeter

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
 COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

 Authorized Agent (signature)

Subscribed and sworn to before me, this ____ day of _____, 20 __, to certify which witness my hand and seal of office.

 NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Floor Plan
☒ Application Fee	☒ Site Plan
Check # <u>1517</u>	☐ Plans in Digital Format (PDF/JPEG)
Received By: <u>Joseph S. Smith</u>	Date: <u>4/15/25</u>

RECEIVED

APR 15 2025

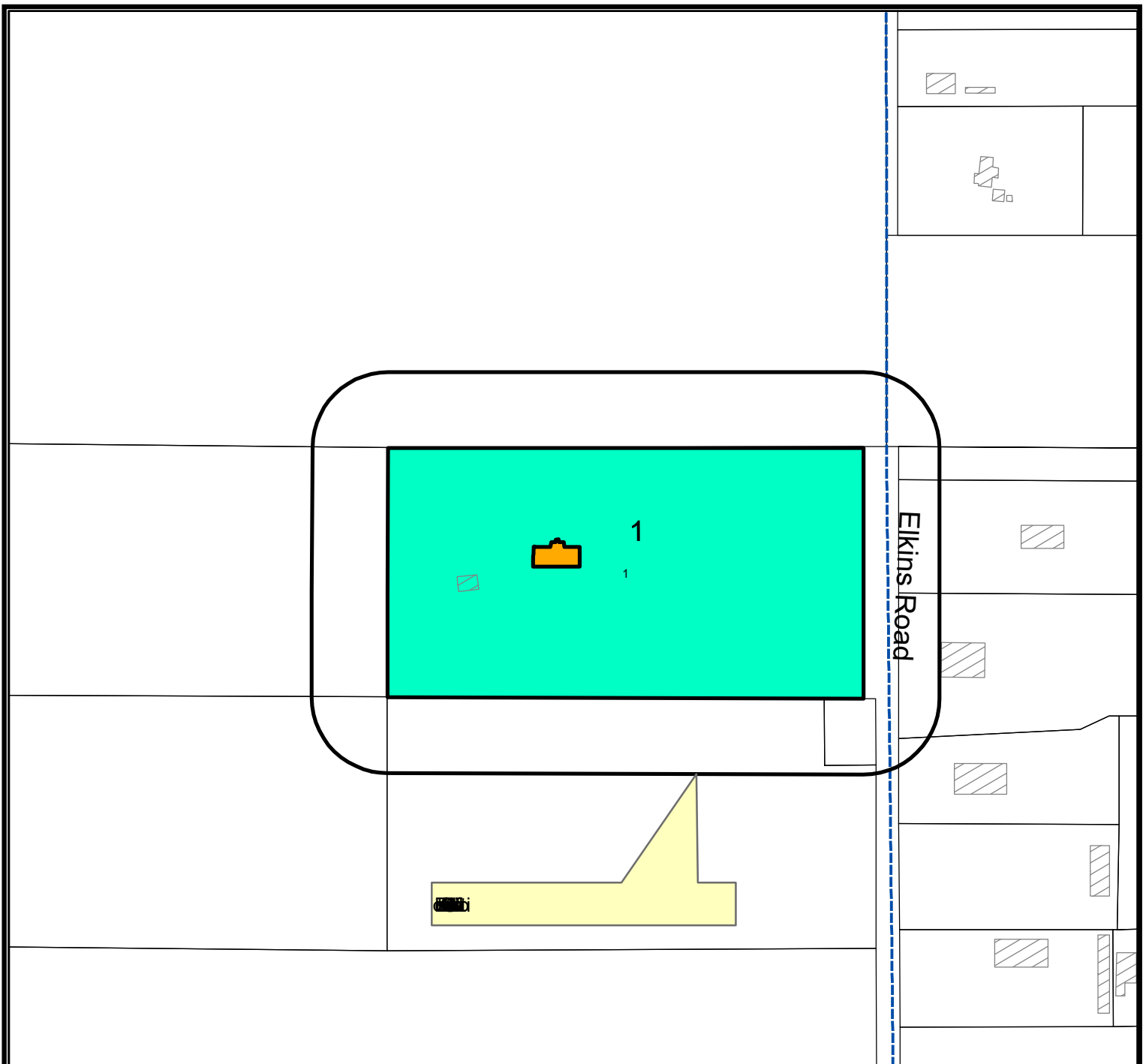
Initials _____

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

SUD Alcoholic Beverages Application

3

Revised 07/02/19



LOCATION MAP

SUD-25-0198

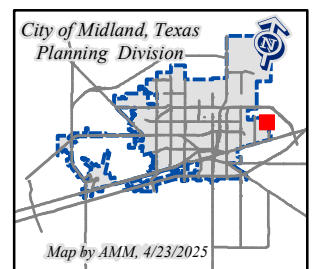
Scale: 1" = 200'

Consider a request by Steve Jeter for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a wedding chapel, reception facility, and special events center, on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

Generally located on the west side of Elkins Rd., approximately, 3,320- feet north of Evans Lane. (Council District 19.15)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

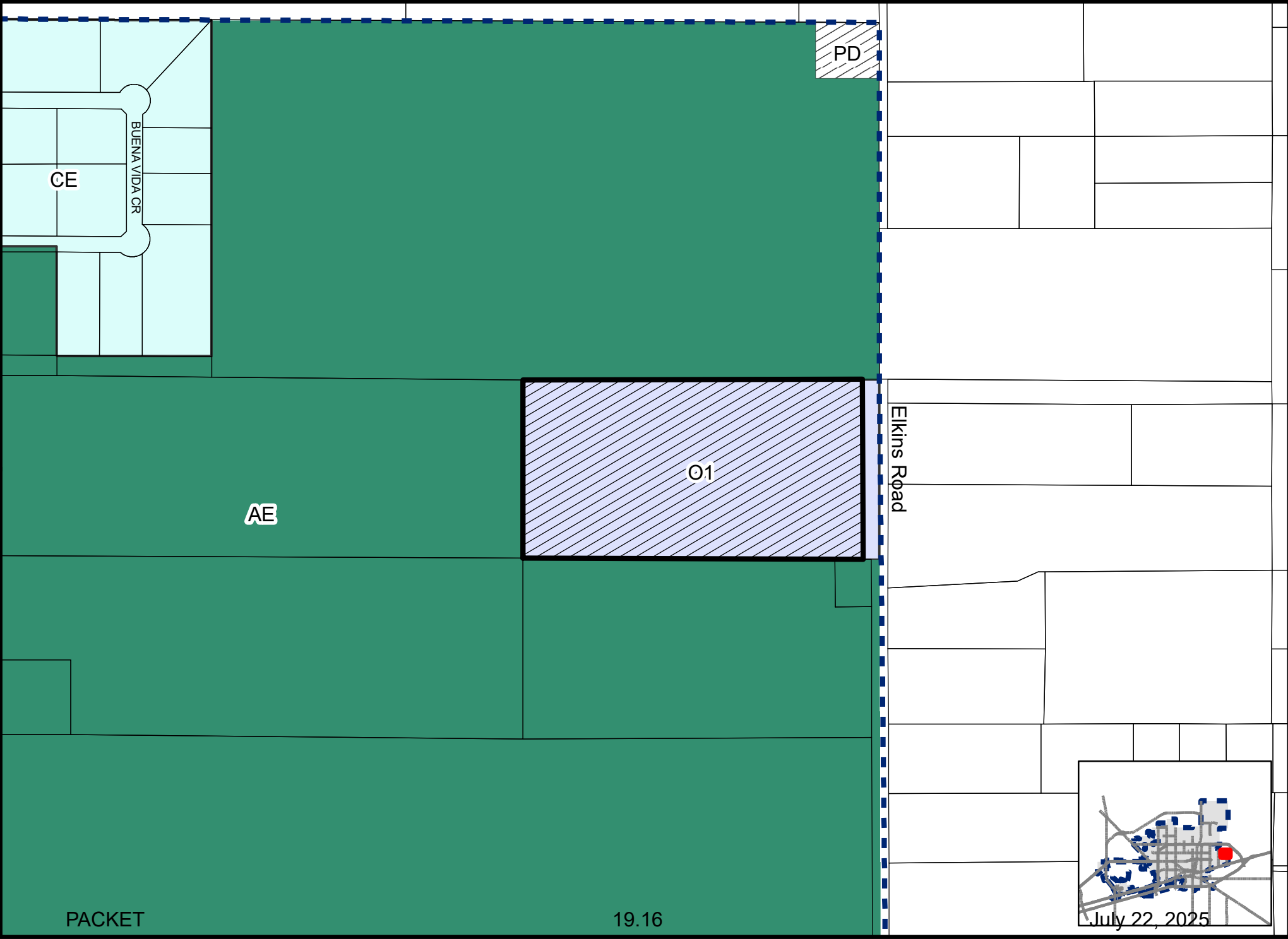
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY, ENGINEERING, OR ARCHITECTURAL TO BE USED IN A PROJECT, TO BE USED IN ANY OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

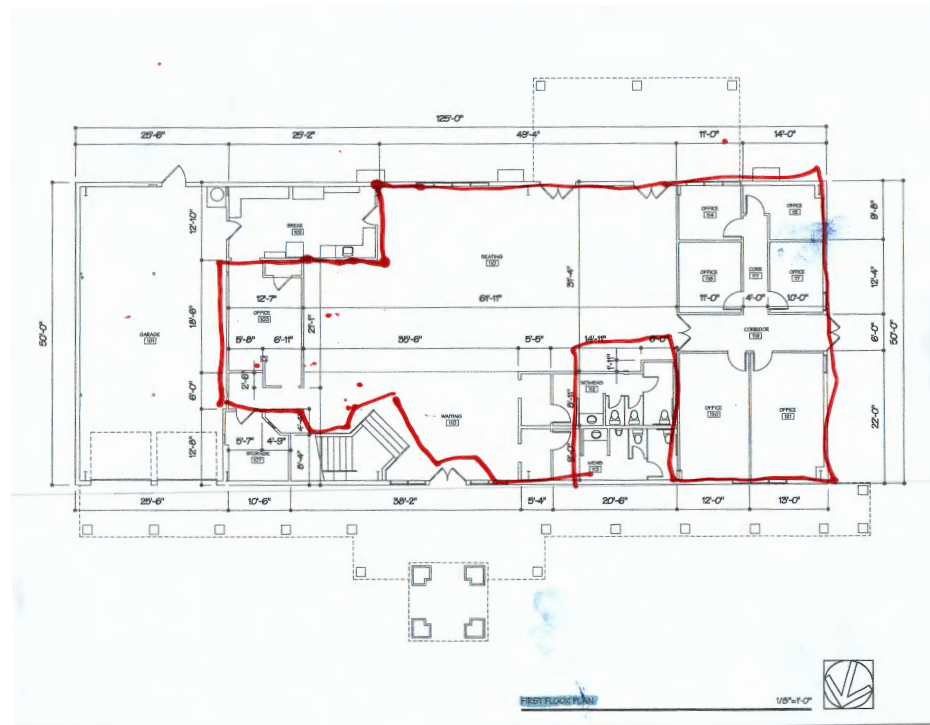
PACKET

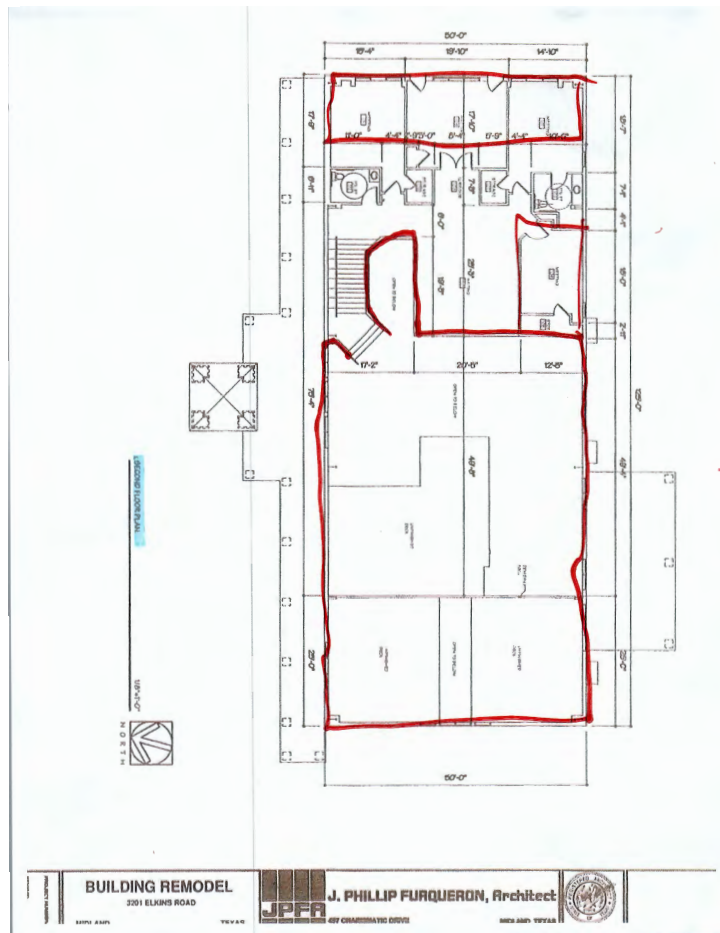
19.15

July 22, 2025











CASTILLO JOSEPH L.
3012 TODD DR
MIDLAND TX 79705-9776



RECEIVED

MAY 16 2025

Initial: *JS*

PUBLIC NOTICE

The Planning and Zoning Commission of the City of Midland, Texas will hold a public hearing at 3:30 p.m. on Monday, May 19, 2025, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by Steve Jeter for approval of a Specific Use Designation with term on the following described property:

LEGAL DESCRIPTION: On Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LOCATION: Generally located on the west side of Elkins Road, approximately 3,320 feet north of Evans Lane. (Council District 2)

CURRENT ZONING: O1, Office District

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption in a special event center.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ☒

Comments: *Please see attached reasons for our objection to selling alcohol.*

Required Information:

Joseph L. Castillo
Property Owner's Signature

Joseph L. Castillo
Printed Name

3012 Todd Dr.
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 11

Date Mailed: May 8, 2025

Case Number: SUD-25-0198

Case Name: The Venue at Live Oak

AMM Planner's Initials

Ruth May For
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance door. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2689. Videoconference information will be available by accessing the meeting agenda at <https://www.midlandtexas.gov/957/janetoboy-meeting>

www.MidlandTexas.gov

Planning Division • 300 N. Loraine, Midland TX 79702 • 432-685-7400

May 14, 2025

RESPONSE TO PUBLIC NOTICE REGARDING REQUEST TO SELL ALCOHOL AT THE VENUE AT LIVE OAK
LOCATED AT 3201 ELKINS RD, LOT 1, BLOCK 1, CAMELOT ADDITION

OBJECTION BY MIDLAND CITY RESIDENT JOSEPH L. CASTILLO LOCATED AT 3012 TODD DR.

Dear Planning and Zoning Commission,

As a 25-year resident of 3012 Todd Rd., I am writing to express serious concern about The Venue at Live Oak being granted a license to sell alcohol during their functions. The Venue is located less than 100 yards from my residential property and is proximal to several of my neighbors' homes. Their newly constructed outdoor music stage, operational since late April 2025, has disrupted the tranquility of our neighborhood with loud music being played outdoors well past 10 pm. Approving alcohol sales risks escalating both resident welfare and public safety.

Approving alcohol sales at the Venue will amplify noise levels and extend late-night events. Alcohol sales at the Venue will also increase traffic from patrons leaving late at night, some potentially driving under the influence. The Venue at Live Oak is not a little oasis in the middle of nowhere, nor is it the Tail Gate venue where there are NO neighborhood residents within miles. A 2023 study by the National Highway Traffic Safety Administration found that venues serving alcohol after 9 pm saw a 28% increase in local DUI incidents. This would place undue strain on Midland City Police and the Midland County Sheriff, and will seriously compromise public safety for our community.

As stewards of Midland's community welfare, I respectfully urge the Commission to deny The Venue's alcohol sales request in order to preserve our neighborhood's peace and safety. Thank you for considering these concerns.

Sincerely,



Joseph L. Castillo
3012 Todd Rd., Midland, TX
Email: castillo.joseph@icloud.com
Cell: 432-230-0202



MIDLAND
Planning Division

REITER KARL J
3200 TODD DR
MIDLAND TX 79705-9776

RECEIVED
MAY 14 2025
Initial: *[Signature]*

PUBLIC NOTICE

The Planning and Zoning Commission of the City of Midland, Texas will hold a public hearing at 3:30 p.m. on Monday, May 19, 2025, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by Steve Jeter for approval of a **Specific Use Designation with term** on the following described property:

LEGAL DESCRIPTION: On Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

LOCATION: Generally located on the west side of Elkins Road, approximately 3,320 feet north of Evans Lane. (Council District 2)

CURRENT ZONING: O1, Office District

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption in a special event center.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request: ☒

Comments: *This facility is loud and would not be tolerated anywhere else inside the city limits.*

Required Information:

<i>[Signature]</i>	<i>Karl Reiter</i>	<i>3200 Todd Dr</i>
Property Owner's Signature	Printed Name	Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al: 685-7400.

Notices Mailed: 11
Date Mailed: May 8, 2025
Case Number: SUD-25-0198
Case Name: The Venue at Live Oak
AMM, Planner's Initials

[Signature]
Landon Ochoa
Planning Division Manager
Department of Development Services

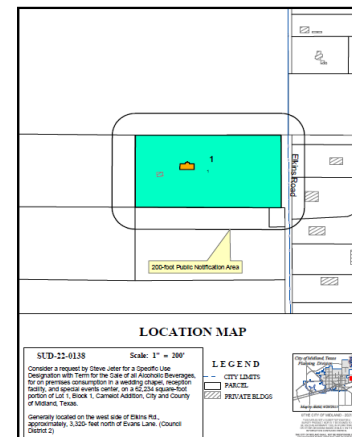
The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at <https://www.midlandtx.gov/development-services/development-services-meeting>

www.MidlandTexas.gov
Planning Division • 300 N. Loraine, Midland TX 79702 • 432-685-7400



APPLICATION SUMMARY

- **Property owner & applicant:** Steve Jeter
- **Application Type:** Specific Use Designation With Term for On-Premise Alcohol Sales & Consumption
- **Reason for Request:** Addition of the venue.
- **Address:** 3201 Elkins Road (District 2)

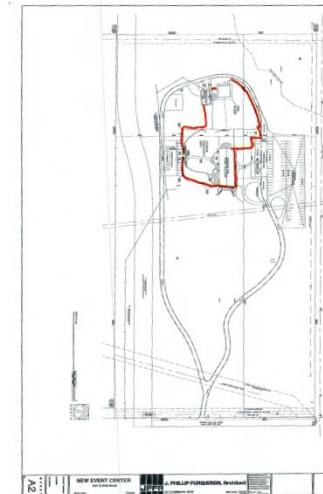


2

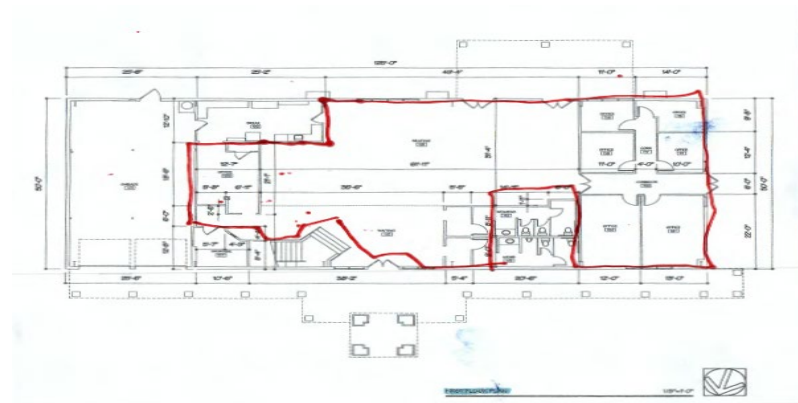


SUD DETAILS

- **Square Footage of SUD:**
62,234 sq feet
- **Alcohol Serviceable Area:**
57,549 sq ft
- **Proposed Days and Hours of Operation:**
 - Sunday through Thursday from 10 a.m. to 12 a.m.
 - Friday and Saturday from 10 a.m. to 2 a.m.



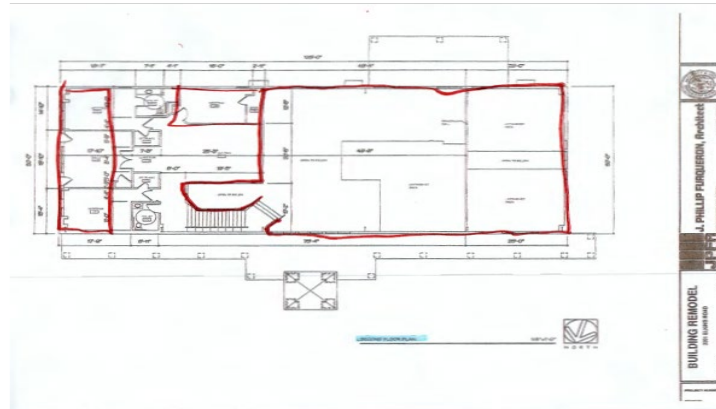
CONTINUED FLOOR PLAN



4



CONTINUED FLOOR PLAN



5



DISTANCE VERIFICATION FOR SENSITIVE USES

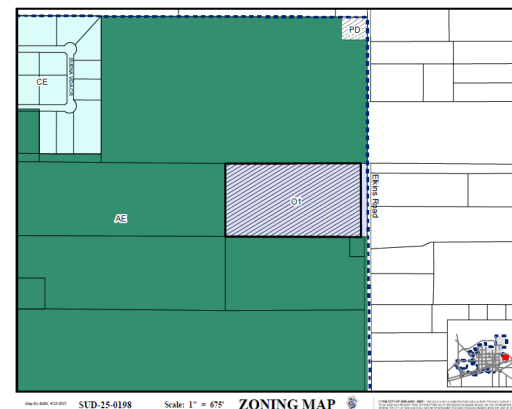
Section 5-4-4 Compliance: There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 ft of the building of the subject property.

6



ZONING

- **Current Zoning:** O1, Office District
- **Surrounding Zoning:** AE, Agricultural Estates.

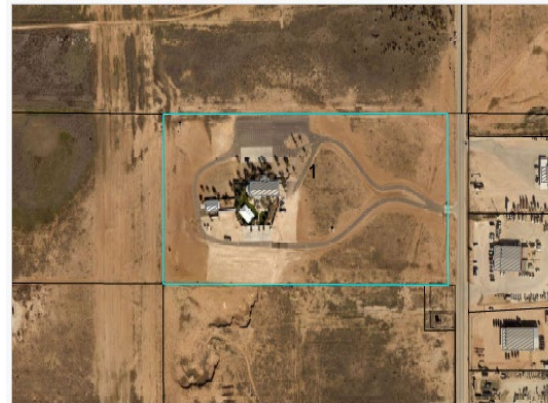


7



LAND USE

- **Current Use of the Property:**
A Venue: The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Proposed use of the Property:** A Venue
- **Surrounding Uses:**
 - North, East, and South are vacant land.
 - West: Residential





On Elkins Road, Looking West

9



COMPREHENSIVE PLAN

- **TCT Comprehensive Plan:**
 - Urban-Low
- **Supported Uses:**
 - A mix of complementary uses including mostly single-family, with some attached, townhome and small multi-family projects, schools, small parks and churches, and neighborhood retail or mixed use .

10



STAFF RECOMMENDATION

- One letter of objection has been received.
- Staff recommends **APPROVAL** of this Specific Use Designation With Term for an event center subject to the following conditions.

A. That the serviceable area of the establishment shall be limited to approximately 57,549 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws

STAFF RECOMMENDATION

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Sunday through Thursday from 10 a.m. to 12 a.m. Friday and Saturday from 10 a.m. to 2 a.m.

D. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the building code and fire code.

E. That the establishment shall meet all requirements of the Fire Department and Code Administration.

12



STAFF RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

MISSION

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





City Council Meeting

Item Number: 20
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Stephanie Mata, Economic Development Manager
Subject: RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR OUTDOOR MUSIC ON LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 635 FEET NORTH OF EAST COUNTY ROAD 72) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Consider a request by 3201 Properties LLC, for approval of a Temporary Land Use Permit for outdoor music at 3201 Elkins Road.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

3201 Properties LLC, is requesting a Temporary Land Use permit to have outdoor concerts located on the above described property as seen on the attached site plan (Exhibit A). There will be alcohol at this event. There will be music and at least 1-4 peace officers will be provided. There will be ten men's and ten-women's restrooms provided.

The event will last from

**August 1, 2025, through July 31, 2026, and will occur weekly
on the following days and times:
Thursdays, Fridays, and Saturdays from 5:00 p.m. to 12:00 a.m.**

This Temporary Land Use Permit for the above described use aligns with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to “create a ‘cultural core’ in Midland that is a living, working, and entertainment destination,” by supporting events that enhance quality of life and provide recreational opportunities for residents and visitors across the community.

This request has been circulated to all pertinent City departments for review. Below are the departments’ comments:

Engineering: (Approved)

No objections. [For the Applicant’s information only.]

Transportation: (Approved)

No objections. [For the Applicant’s information only.]

Fire: (Approved)

This event requires a site inspection by the fire department. Tent structure must meet all requirements of IFC 2015 ed. and NFPA fire retardant compliance. Food concessions are required to meet IFC 2015 ed. and local ordinances. Arts and crafts vendors may not use open flame devices without special inspection for each site. Fire extinguishers must be available at each vendor (2A-10BC min size). Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

Building Code: (Approved)

No objections. All canopies, tents, and stages must be erected according to manufacturer’s instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

Oil and gas: (Approved)

No Oil and Gas issues.

Planning:

Staff recommends approval of this request for a Temporary Land Use permit subject to the conditions below:

- A. That the term of the authorization granted by this resolution shall begin on August 1, 2025, and end on July 31, 2026.**
- B. That the days and hours of operation of the Events shall be limited to the Thursdays, Fridays, and Saturdays from 5:00 p.m. to 12:00 a.m. (midnight).**
- C. That the operation of the Events shall conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes.**
- D. That the sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Events in compliance with state and local laws. Additionally, if an ordinance granting a Specific Use Designation with Term for the sale of alcoholic beverages for on-premises consumption is in effect for the Property, then the sale and on-premises consumption of alcoholic beverages shall be done in compliance with such ordinance.**
- E. That the Applicant shall provide restroom facilities that include a minimum of seven men's toilets, five urinals, and 10 women's toilets, all of which shall be made available for use during all operating hours of the Events. The restroom facilities shall be maintained in a reasonable manner and shall be easily located by attendees of the Events.**
- F. That the Applicant shall provide a minimum of one peace officer during all operating hours of the Events.**
- G. That to the extent that tents, canopies, or booths will be used during the operating hours of the Events, each such tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tiedowns or anchors that will resist the local estimated wind load.**
- H. That the Events shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Events.**
- I. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Events.**
- J. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Events.**
- K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.**

Letters of Objection:

As of July 11, 2025, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)

Application

Location Map

Zoning Map

Aerial

Photo

.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE TEMPORARY
USE OF LAND FOR OUTDOOR MUSIC ON LOT 1,
BLOCK 1, CAMELOT ADDITION, CITY AND
COUNTY OF MIDLAND, TEXAS (GENERALLY
LOCATED ON THE WEST SIDE OF ELKINS ROAD,
APPROXIMATELY 635 FEET NORTH OF EAST
COUNTY ROAD 72) SUBJECT TO CERTAIN SPECIAL
CONDITIONS AND RESTRICTIONS**

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Steve Jeter (the “Applicant”) has applied for authorization to temporarily use Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas (the “Property”) for outdoor music (the “Events”); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Events subject to the following conditions and restrictions:

- A. That the term of the authorization granted by this resolution shall begin on August 1, 2025, and end on July 31, 2026.
- B. That the days and hours of operation of the Events shall be limited to the Thursdays, Fridays, and Saturdays from 5:00 p.m. to 12:00 a.m. (midnight).
- C. That the operation of the Events shall conform to the site plan, which is attached hereto as Exhibit A and incorporated herein for all purposes.
- D. That the sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Events in compliance with state and local laws. Additionally, if an ordinance granting a Specific Use Designation with Term for the sale of alcoholic beverages for on-premises consumption is in effect for the Property, then the sale and on-premises consumption of alcoholic beverages shall be done in compliance with such ordinance.
- E. That the Applicant shall provide restroom facilities that include a minimum of seven men’s toilets, five urinals, and 10 women’s toilets, all of which shall be made available for use during all operating hours of the Events. The restroom facilities shall be maintained in a reasonable manner and shall be easily located by attendees of the Events.
- F. That the Applicant shall provide a minimum of one peace officer during all operating hours of the Events.

- G. That to the extent that tents, canopies, or booths will be used during the operating hours of the Events, each such tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs or anchors that will resist the local estimated wind load.
- H. That the Events shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Events.
- I. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Events.
- J. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Events.
- K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

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

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney



Temporary Land Use Application

Project Number: _____

Case Number: _____

Event Name: Outdoor Private Event

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Steve JeterPhone (432) 413-1501Email Steve@liveoak.eventsAddress 4009 ECR 43City MidlandState TXZip 79705

Property Owner

Printed Name: 3201 Properties, LLCPhone (432) 413-1501Email Steve@liveoak.eventsAddress P.O. Box 7307City MidlandState TXZip 79708

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone () _____

Email _____

Address _____

City _____

State _____

Zip _____

Street Address: 3201 Elkins Road

Legal Description

Lot: 1Block: 1Subdivision: CamelotCurrent Zoning: Office1Type of Temporary Use Requested: Outdoor Private EventDescription of Event: private parties with live musicDuration of Temporary Use: one day per event 5pm-12am

If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: Thursday, Friday, Saturday 5pm-12am- August 2025- August 2026Will alcoholic beverages be sold? ☒ Yes ☐ No

If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☐ Yes ☒ No

If yes, you must:

- Complete the "Special Event and Street Closure Application", available from the Planning Division (4th Floor, City Hall), as well as submit a "Traffic Control Plan" to the Transportation Division (5th Floor, City Hall).
- Provide the City with a **general liability insurance certificate**, naming the City as an **Additional Insured**, in the amount of one million dollars (\$1,000,000) for the term of the closure.

Number of Peace Offices Provided: <u>1-4 per event</u> Contact the Midland Police Department to schedule off-duty police officers.			
Type of Music (carnival, live, etc.):			
Showmobile (portable stage) Requested: ☐ Yes ☒ No		Days & Hours:	
Number of Restroom Fixtures Provided:	Men	Toilets/Urinals: <u>7 / 5</u>	Bathroom Sinks: <u>5</u>
	Women	Toilets: <u>10</u>	Bathroom Sinks: <u>5</u>
	Unisex	Toilets:	Bathroom Sinks:

Submittal and Fees Items to be submitted with this application form: • Application Fee – Payable to the 'City of Midland' • Damage Deposit • Clean-Up Deposit • 1 FOLDED Copy of Site Plan* • Digital Copies of Site Plan (PDF/JPEG) <i>*Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.</i>

Signatures	
Applicant (signature): <u>Steve Jeter</u>	Date: <u>7/7/25</u>
Applicant (printed): <u>Steve Jeter</u>	
Property Owner (signature): <u>Steve Jeter</u>	Date: <u>7/7/25</u>
Property Owner (printed): <u>Steve Jeter</u>	
Representative (signature):	Date:
Representative (printed) : _____	
The Temporary Land Use Permit shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received. All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.	

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

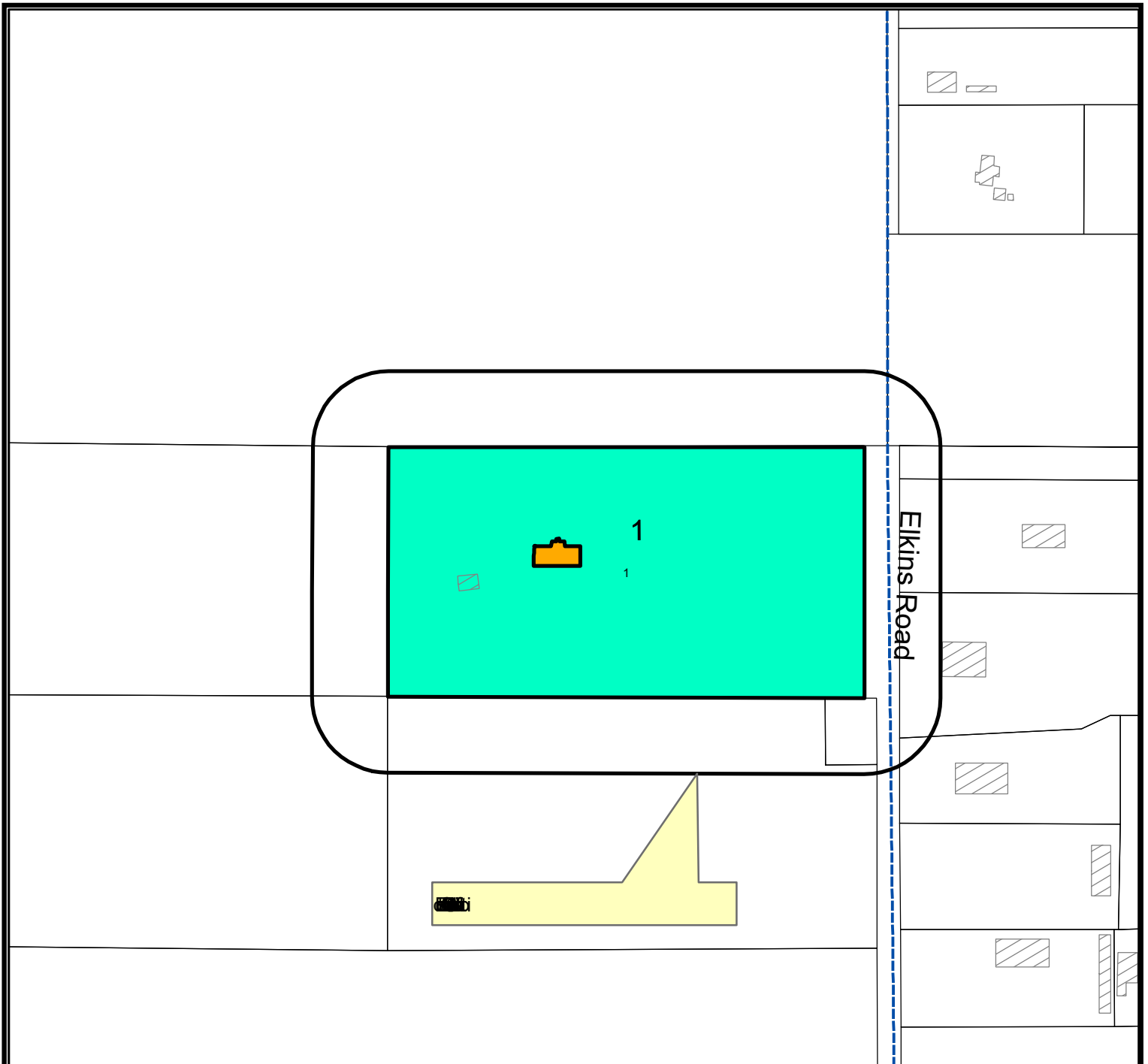
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- | | |
|---|--|
| ☐ Property Owner Authorization | ☐ Liability Insurance (Street Closure) |
| ☐ Dimensioned Site Plan | ☐ Traffic Control Plan (Street Closure) |
| ☐ Plans in Digital Format (PDF/JPEG) | ☐ Clean-Up Deposit |
| ☐ Application Fee | Check # _____ |
| Check # _____ | ☐ Damage Deposit |
| ☐ Administrative Approval | Check # _____ |

Received By:

Date:



LOCATION MAP

TLU-25-0234

Scale: 1" = 200'

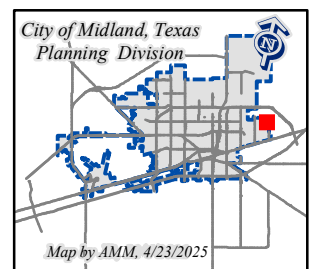
Consider a request by Steve Jeter for a Temporary Land Use Permit for Outdoor Concerts on Lot 1, Block 1, Camelot Addition, City and County of Midland, Texas.

Generally located on the west side of Elkins Road, approximately 635 feet north of East County Road 72.
(Court Packet 2)

20.12

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

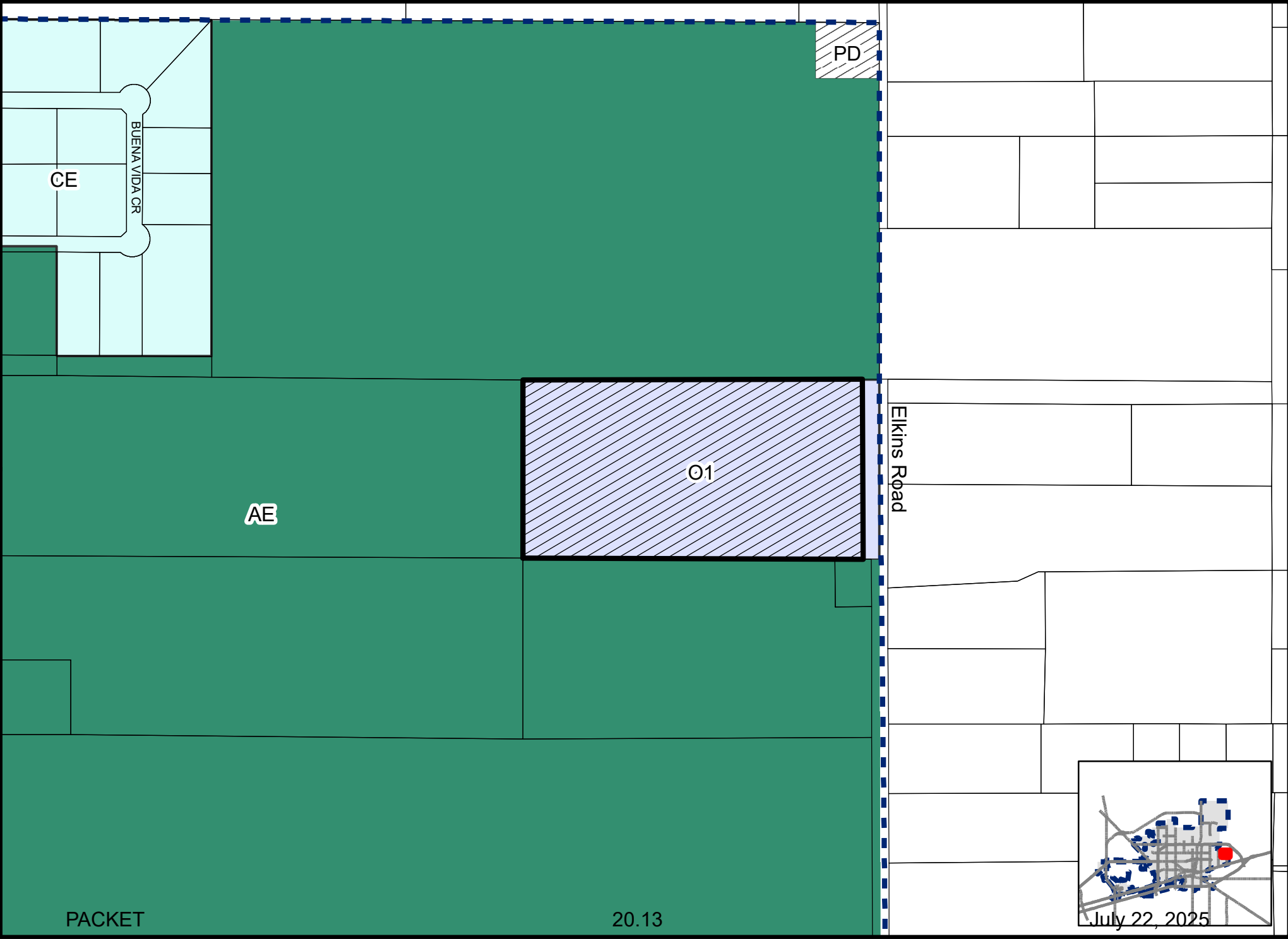


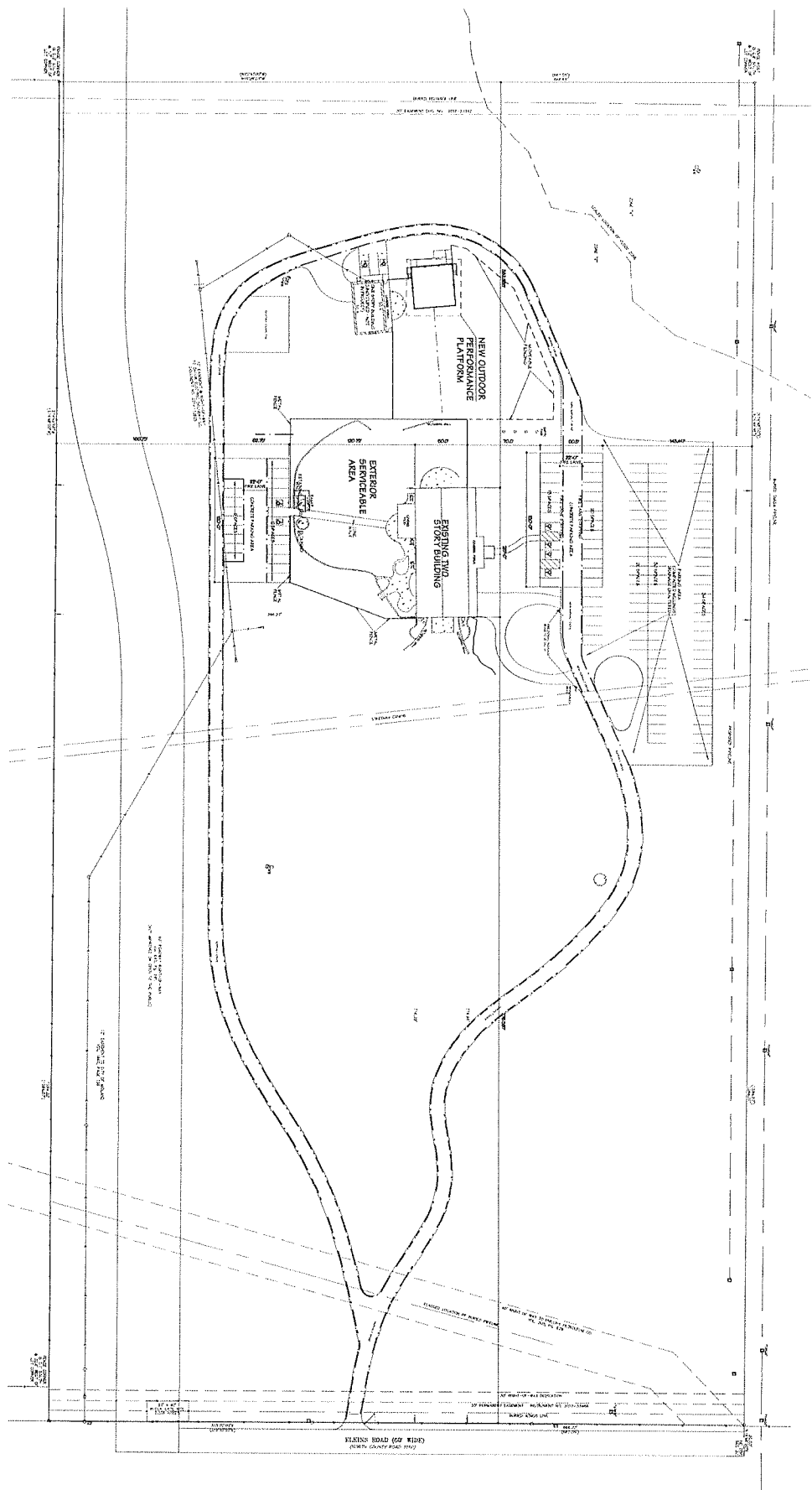
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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY, ENGINEERING, OR ARCHITECTURAL TO BE USED IN A PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

July 22, 2025





SITE PLAN

PARKING CALCULATIONS

EXISTING PARKING	4,200 SQ FT
NEW PARKING	2,000 SQ FT
TOTAL PARKING	6,200 SQ FT
REQUIRED PARKING	6,200 SQ FT
OVERAGE	0 SQ FT
TOTAL DEVELOP	100,000 SQ FT
COV	6.2%



PACKET

20.14

July 22, 2025

A2
SHEET

PROJECT: MIDLAND
NOTES:
FILE NUMBER:

NEW EVENT CENTER
3201 ELKINS ROAD
MIDLAND TEXAS



J. PHILLIP FURQUERON, Architect
407 CHARISMATIC DRIVE
432.270.3846
MIDLAND, TEXAS 79705







City Council Meeting

Item Number: 21
Meeting Date: July 22, 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 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), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RETAIL STORE 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:

Tyler Pace Snelson is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 1510 West Texas Avenue for Good Hombre Wine.

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:

O1, Office District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District, and are office spaces. The properties to the east, south and west are zoned O-1, Office District, and are used for office space and a fire station

Analysis:

The subject property is located at 1510 West Texas Avenue is zoned O1, Office District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the building in which the Retail Store and Shop, Good Hombre & Cru. LLC, will be located in is 2,057 square feet and the proposed alcohol serviceable Area is 208 square feet. The new business Good Hombre & Cru, LLC is attempting to obtain their TABC license but must first obtain their SUD.

The proposed days and hours of operation are:

Monday through Sunday from 10 a.m. to 12 a.m. (midnight)

The applicant is requesting the following alcohol serviceable hours.

Monday through Sunday from 10 a.m. to 12 a.m. (midnight)

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)

Contact the FMO for a fire inspection.

Engineering: (Approved)

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

Transportation: (Approved)

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

Building Code: (Approved)

The SUD for Good Hombre & Cru is acceptable. The property must adhere to the maximum occupant load of 13 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 Retail Store and Shop, subject to Condition A through G.

Conditions:

- A. That the serviceable area of the establishment shall be limited to approximately 208 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**
- B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**
- C. That the days and hours of alcoholic beverages sales and consumption shall be limited to: Monday through Sunday from 10 a.m. to 12 a.m.**
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**
- E. That the Establishment shall meet all requirements of the Fire Department and Code Administration.**
- F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.**

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

Letters of Objection:

As of July 11, 2025 staff has not received any letters of objections.

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 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), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RETAIL STORE 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 14, Block 22, West End Addition, Section 20, 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 retail store (the "Establishment") for on-premises consumption, together with the uses permitted in the present LR, Local 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 208 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 10:00 a.m. to 12:00 a.m. (midnight).
- D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.
- E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.
- F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.
- G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

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

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

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

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

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

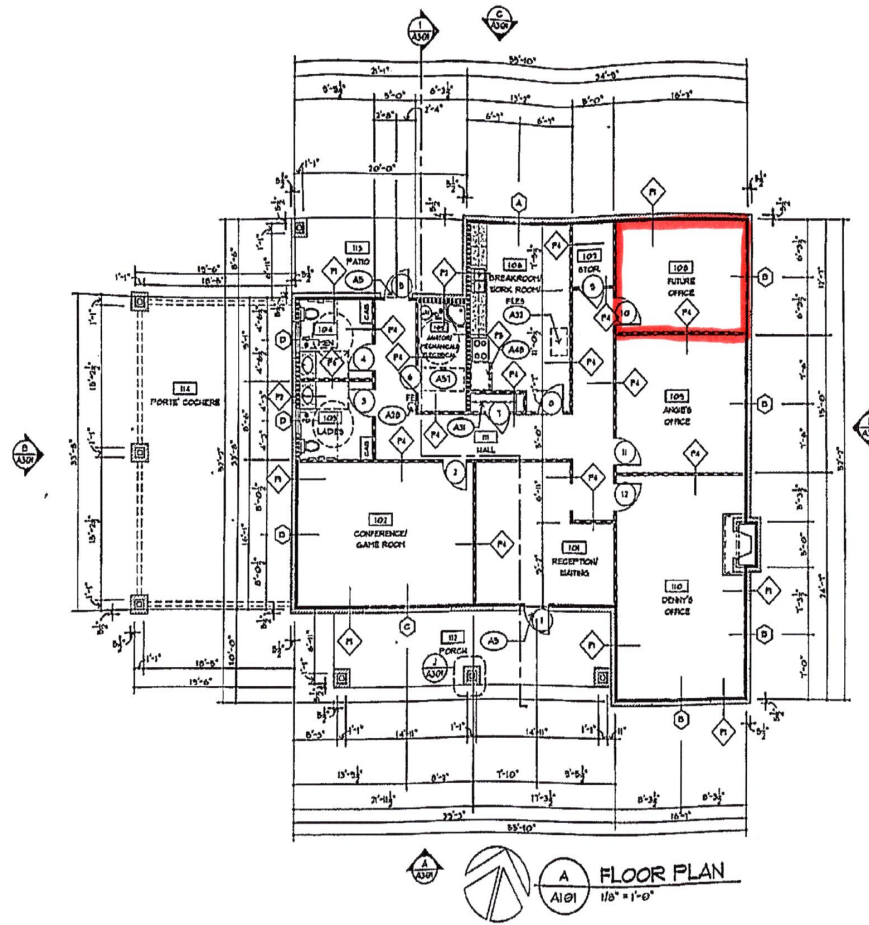
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

EXHIBIT A





**Specific Use Permit with Term for
the Sale of Alcoholic Beverages for
On-Premises Consumption**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Tyler Pace Snelson</u>		Phone (<u>432</u>) <u>296-1932</u> Email <u>tyler@goodhombre.us</u>	
Address <u>1510 West Texas Avenue</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79701</u>

Property Owner Printed Name: <u>James Dennis Snelson</u>		Phone (<u>432</u>) <u>556-5590</u> Email _____	
Address <u>104 South G Street</u>	City <u>Midland</u>	State <u>TX</u>	Zip <u>79701</u>

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email _____	
Address _____	City _____	State _____	Zip _____

Street Address: 1510 West Texas Avenue, Midland, Texas 79701

Business Name: Good Hombre Wine

Legal Description

Lot: 7 & 8 Block: 22 Subdivision: West End Addition, Section 20

Current Zoning: O1 - Office District

Reason for Request: The request is being made out of a desire to allow for sales of on/off premise consumption to be utilized for a professional wine merchant/wine import business.

Type of Business (restaurant, bar, lounge, nightclub, etc.): Wine Merchant

Proposed/Current Days and Hours of Operation: 10:00am until Midnight, Monday - Sunday

Proposed Days and Hours of Alcohol Service: 10:00am until Midnight, Monday - Sunday

Total Square Footage of Business: 2,057 sq ft

Square Footage of Alcohol Serviceable Area: 208.6736 sq ft

Restroom Fixtures:	<u>Men</u>	Toilets/Urinals:	<u>1 / 0</u>	Bathroom Sinks:	<u>1</u>
	<u>Women</u>	Toilets:	<u>1</u>	Bathroom Sinks:	<u>1</u>

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
 - Seating
 - Exits
 - Restrooms
 - Kitchen
 - Total Square Footage
 - Serviceable Square Footage
- Dimensioned Site Plan showing:
 - Parking
 - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): [Signature] Date: 05/06/2025

Applicant (printed): Tyler Pace Snelson

Property Owner (signature): [Signature] Date: 05/06/2025

Property Owner (printed): James Dennis Snelson

The Specific Use Permit with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

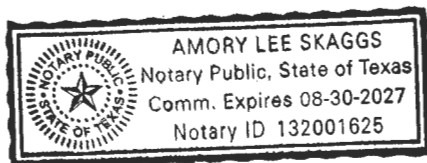
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Tyler Snelson who, being by me duly sworn, upon oath says: That (s)he is authorized by James D. Snelson, 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.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 6th day of May, 2025, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

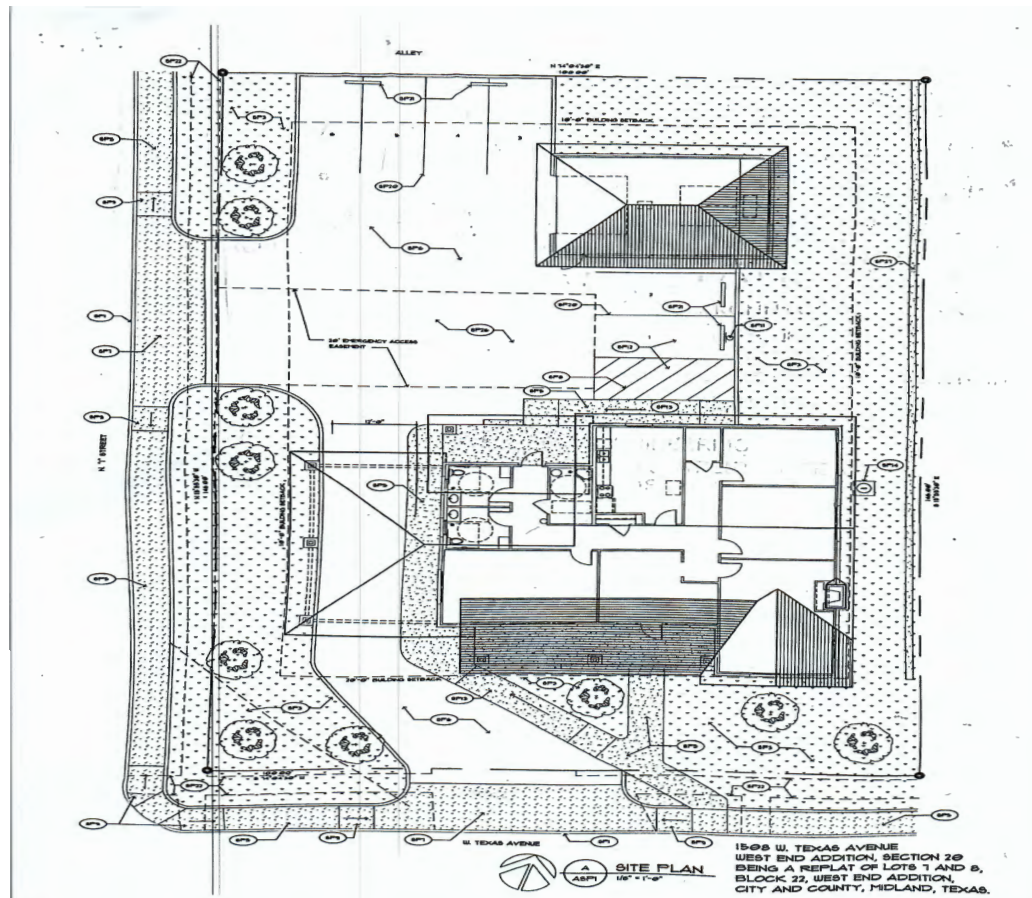
PACKET **Application will not be considered for scheduling until reviewed by a planner**
21.11 July 22, 2025

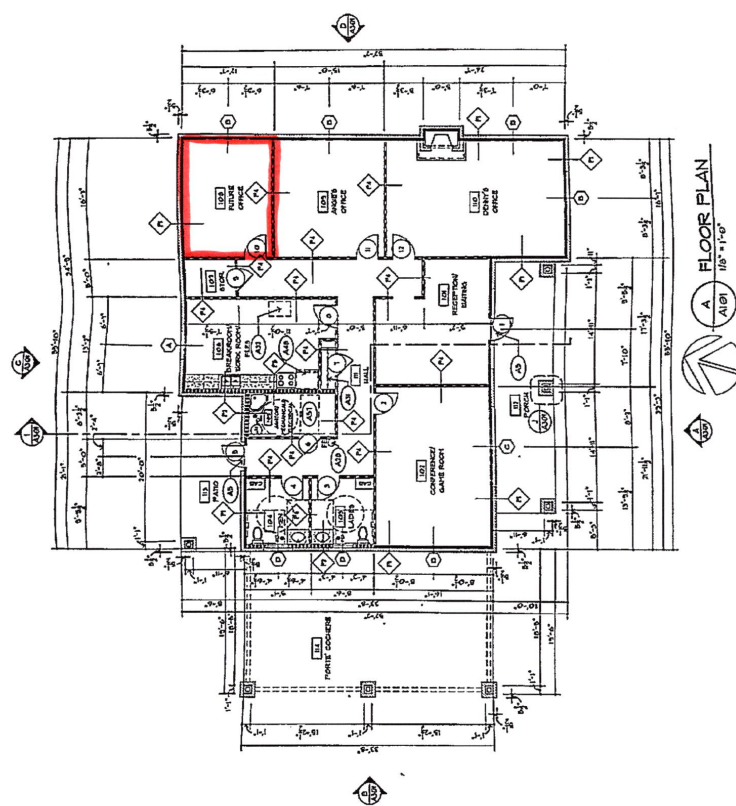
FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check # _____	☐ Plans in Digital Format (PDF/JPEG)
Received By: <u>ALIXIS</u>	Date: _____

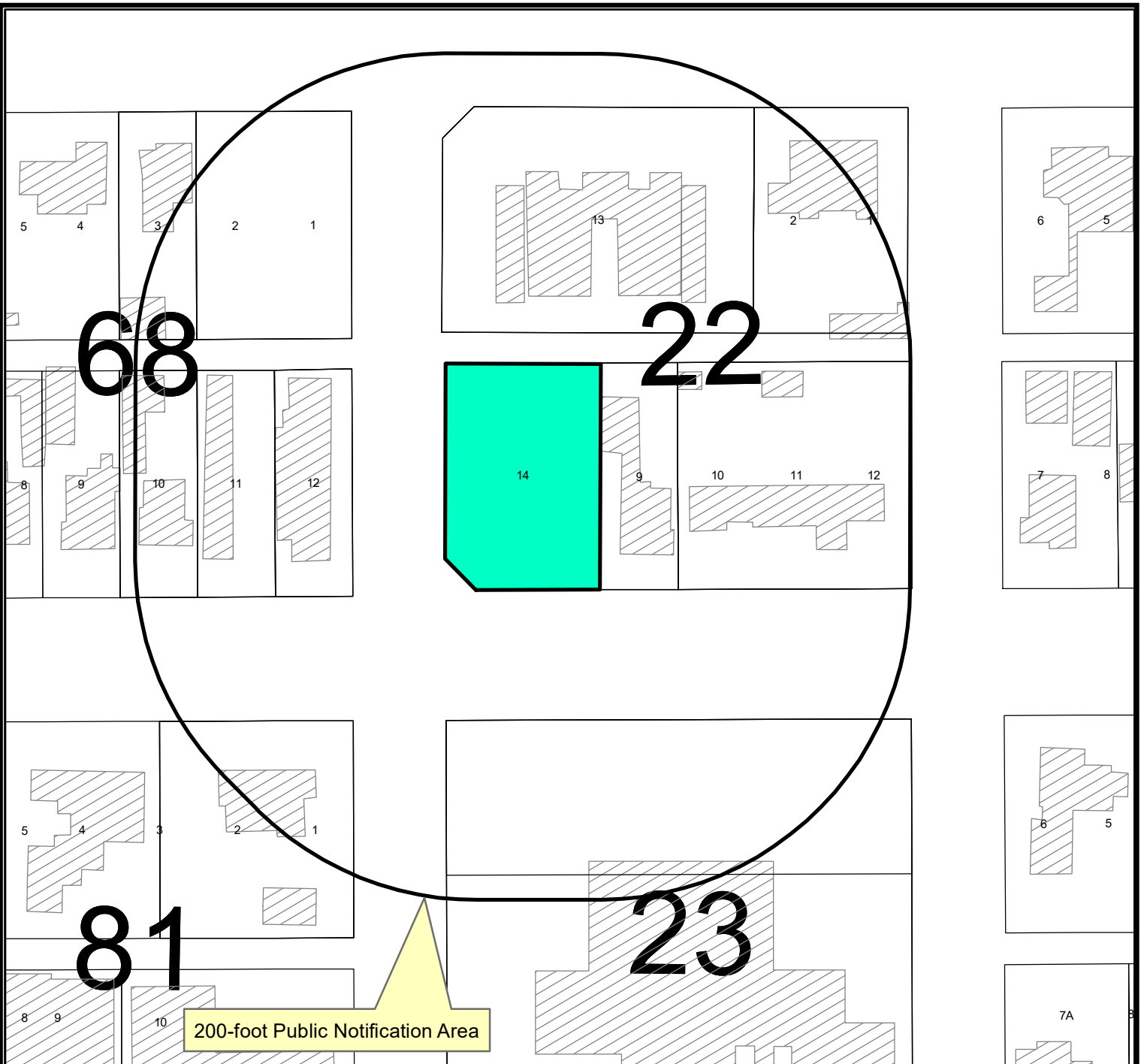
RECEIVED
MAY 25 2025

BY:

PACKET **Application will not be considered for scheduling until reviewed by a planner** July 22, 2025







Location Map

SUD-25-0205

Scale: 1" = 600'

Consider a request by Tyler Pace Snelson for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Retail Store and Shop 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 North I Street and West Texas Avenue. 21.15
 (Council District 3)

LEGEND

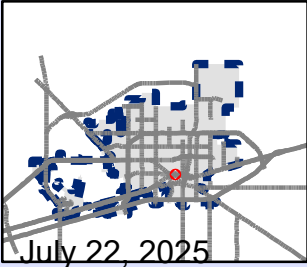
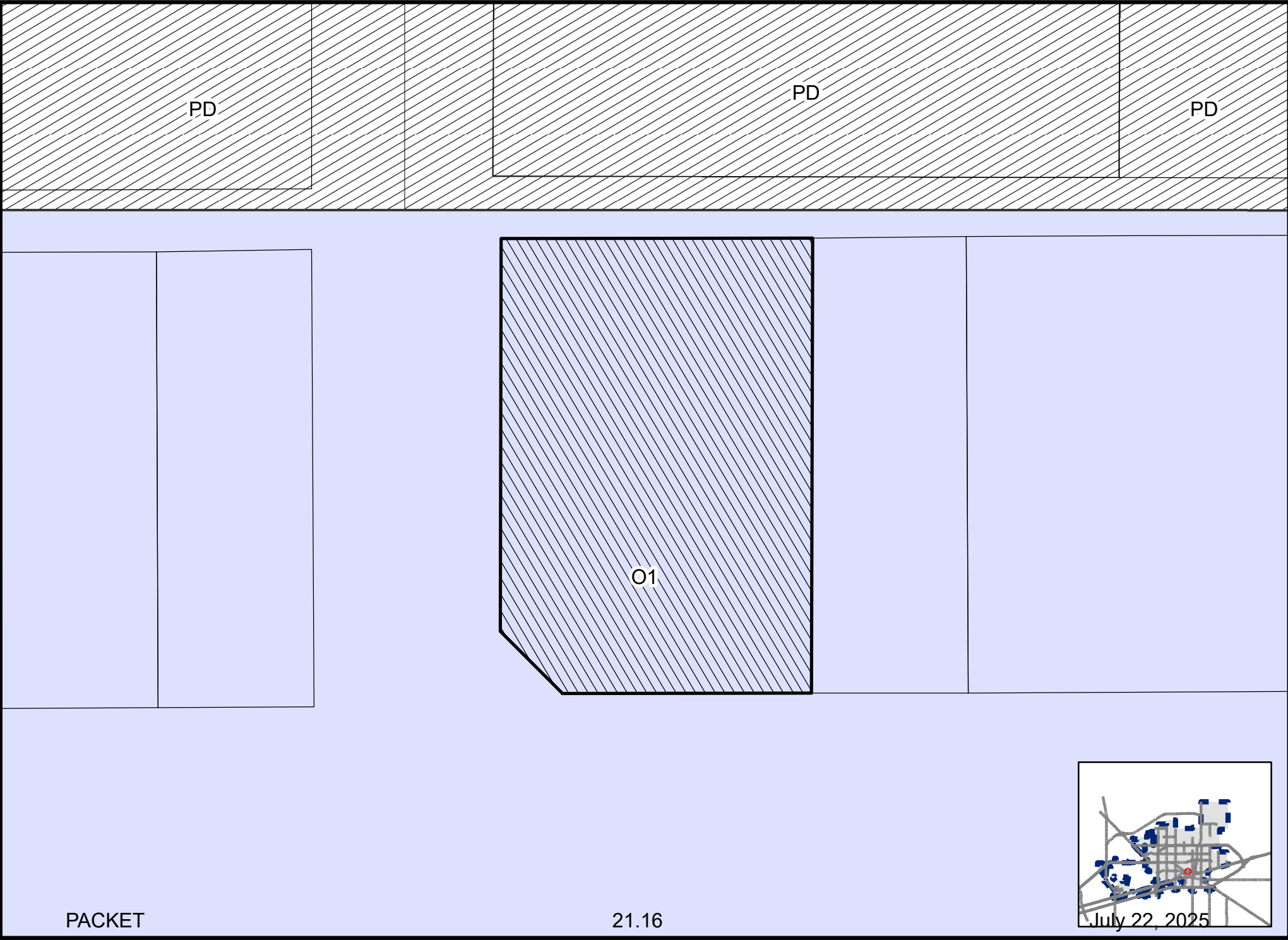
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

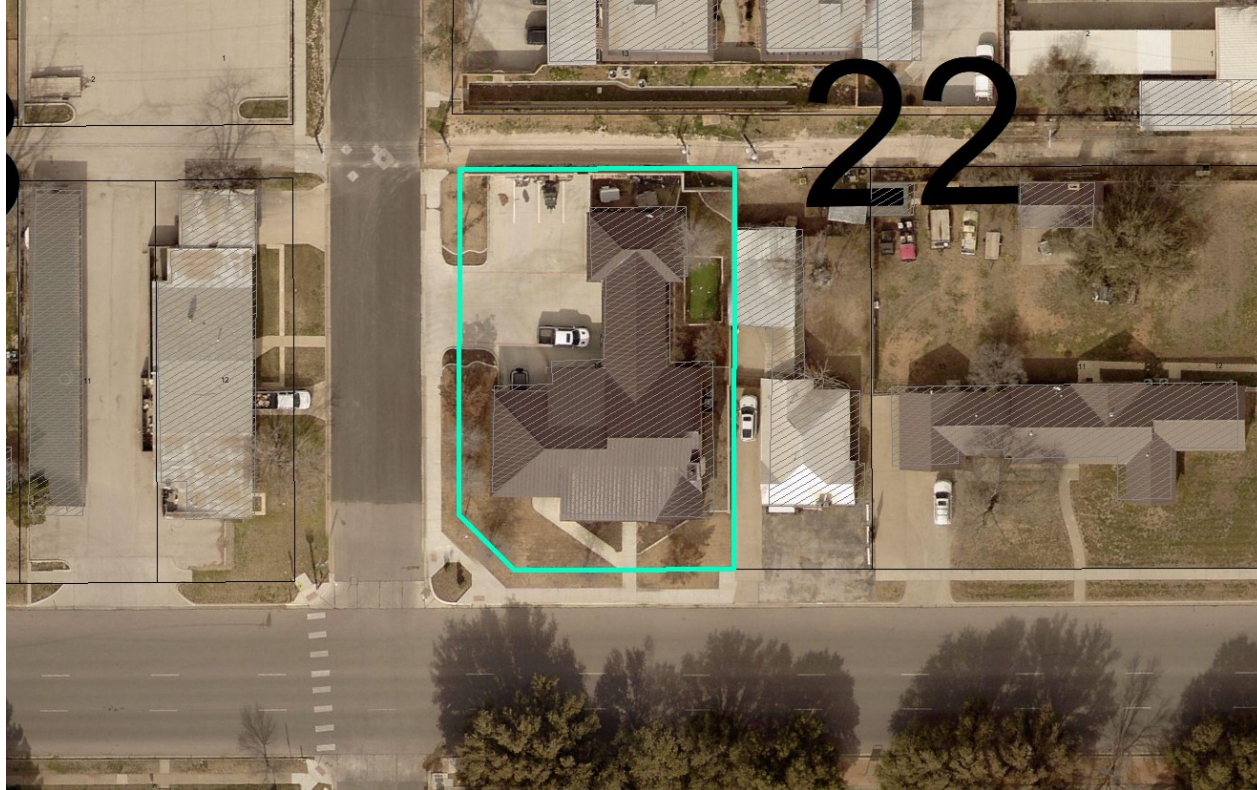


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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



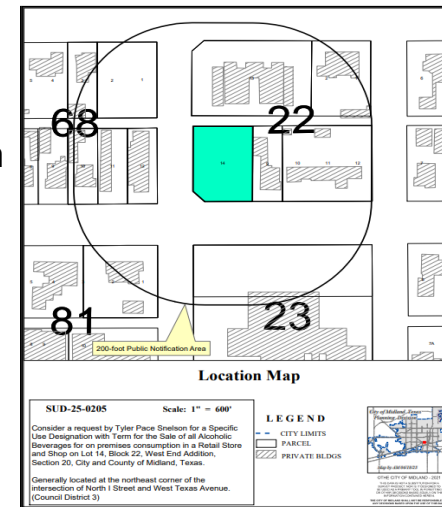






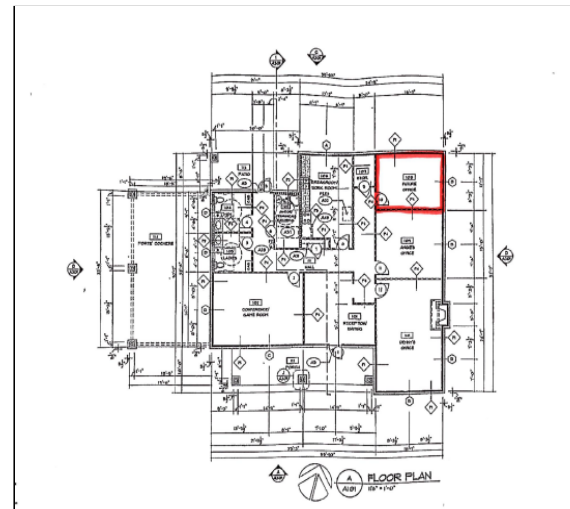
APPLICATION SUMMARY

- **Applicant:** Tyler Pace Snelson
- **Property Owner:** James Dennis Snelson
- **Location:** 1510 West Texas Avenue
(Council District 3)
- **Reason for Request:** For the sale and on-premises consumption of alcohol



DETAILS OF REQUEST

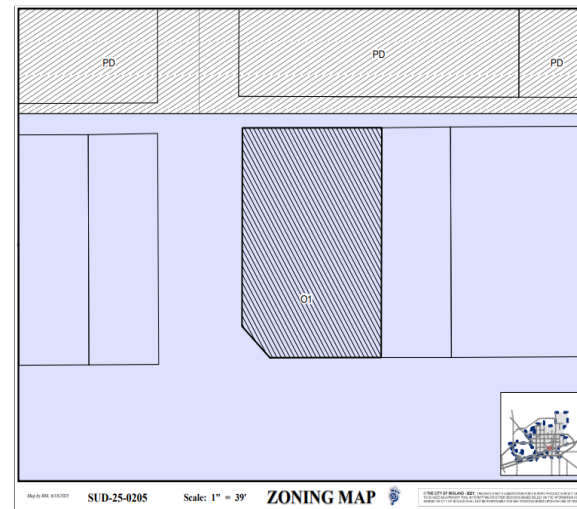
- Existing building, new business
- **Area of Business:** 2,351 SF
- **Serviceable Area:** 208 SF
- **Hours of Operation/Sales of Alcohol:** Monday to Sunday 10 a.m. to 12 a.m.



3

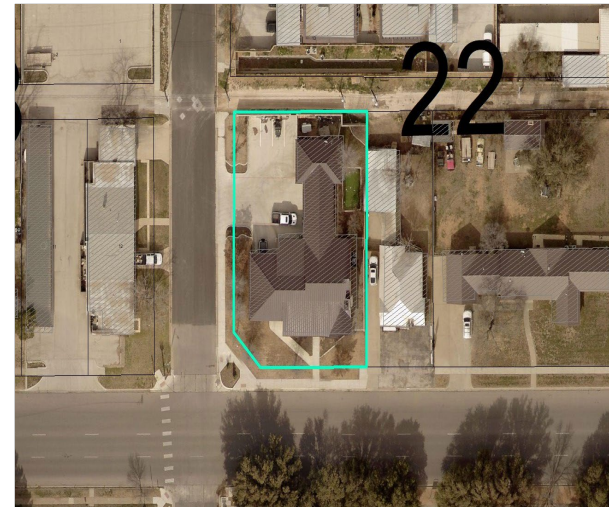
ZONING

- **Current Zoning:** LR, Local Retail District
- **Surrounding Zoning:**
 - **North:** PD, Planned Development District
 - **South, East, and West:** O1, Office District
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



LAND USE

- **Current Use:** Office Space
- **Surrounding Uses:**
 - **North and West:** Office Spaces
 - **South:** Fire Station
 - **East:** Barber or Beauty Shop





On West Texas Avenue, Looking South

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.
- Planning & Zoning Commission recommended approval of this request on July 7, 2025.
- Staff recommends approval of this request with the following conditions:
 - A. That the serviceable area of the Establishment shall be limited to approximately 208 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 Sunday from 10 a.m. to 12 a.m.

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.

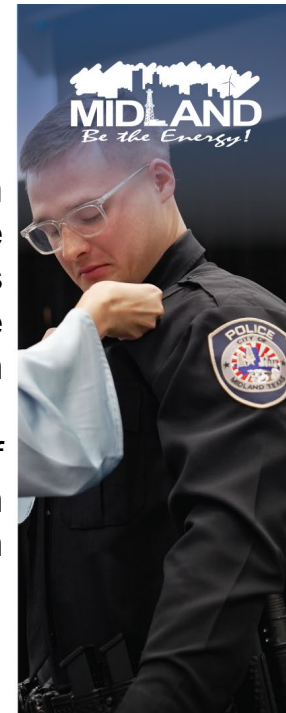
13



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



MISSION

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





City Council Meeting

Item Number: 22
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Lori Elliott, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 9, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH STONEWALL STREET AND EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Obsidian Realty is requesting a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District for the development of a single-family residence on a property located at 301 South Stonewall Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:**Current Zoning:**

C, Commercial District

Surrounding Zoning and Land Use:

The properties to the east are zoned as C, Commercial District and consist of a single-family dwelling and vacant lots. The property to the south is zoned C, Commercial District, and is used for a single-family dwelling. The property to the west is zoned C, Commercial District, and is a single-family dwelling. The property to the north is located in the Extraterritorial Jurisdiction and is currently a vacant tract of land.

Analysis:

The subject property is located at 301 South Stonewall Street. The property is currently zoned C, Commercial District. This zoning district does not permit a single-family detached dwelling. The property is currently a vacant lot. The applicant has requested a zone change to SF-3, Single-Family Dwelling District, which would allow for the construction of a single-family residence. The property meets the minimum lot dimension requirements of the SF-3, Single-Family Dwelling District, zoning [Midland City Code 11-1-5.04]. Surrounding properties have progressively transitioned to SF-3 zoning, aligning with the evolving character of the neighborhood and its single-family residential development.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as Urban-Medium (U-M). Potential zoning for this designation calls for Single-Family Dwelling Districts, making this request compatible.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas 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:

Staff recommends the approval of this request for an initial zoning of C, Commercial District, to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of July 11, staff has received no letters of objection for this request.

Attachments:

Application
Survey
Maps
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 9, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH STONEWALL STREET AND EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 12, Block 9, Greenwood Addition, Section 2, City and County of Midland, Texas (the "Property"), to SF-3, Single-Family Dwelling District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

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

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

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

 Annexation/Initial Zoning Application		Project Number: _____ Case Number: <u>2-25-0431</u>	
Applicant (If acting as Agent, see affidavit on page 2) Printed Name: <u>Obsidian Realty</u>		Phone (412) <u>889-7437</u> Email: <u>archie.williams2004@yahoo.com</u>	
Address: <u>301 S Stone Wall</u>	City: <u>MIDLAND</u>	State: <u>TX</u>	Zip: <u>79701</u>
Property Owner Printed Name: <u>Obsidian Realty</u>		Phone (412) <u>889-7437</u> Email: <u>archie.williams2004@yahoo.com</u>	
Address: <u>PO Box 52162</u>	City: <u>MIDLAND</u>	State: <u>TX</u>	Zip: <u>79710</u>
Representative (If different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () _____ Email: _____	
Address: _____	City: _____	State: _____	Zip: _____
Street Address: <u>301 S Stone Wall MIDLAND TX 79701</u>			
Legal Description Lot: <u>12</u> Block: <u>9</u> Subdivision: <u>GREENWOOD ADDITION</u>			
Current Zoning: <u>C</u>		Proposed Zone: <u>SF3</u> (List by tracts if more than one district is requested)	
Reason for Annexation/Zone Change Request: <u>The current zoning is commercial but there are residential housing in the area</u>			
Present Use of Property: <u>Residential Housing VACANT LOT</u>			
Proposed Use of Property: <u>RESIDENTIAL HOUSING</u>			
How would this annexation/zone change affect the public health, safety and welfare? <u>IT WOULD NOT</u>			
Describe how this annexation/zone change will affect adjacent properties: <u>IT WOULD NOT</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: <u>4/11/25</u>
Applicant (printed): <u>Archie Williams</u>	
Property Owner (signature): <u>[Signature]</u>	Date: <u>4/11/25</u>
Property Owner (printed): <u>Archie Williams</u>	
The Annexation/Initial Zoning shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.	
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.	

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

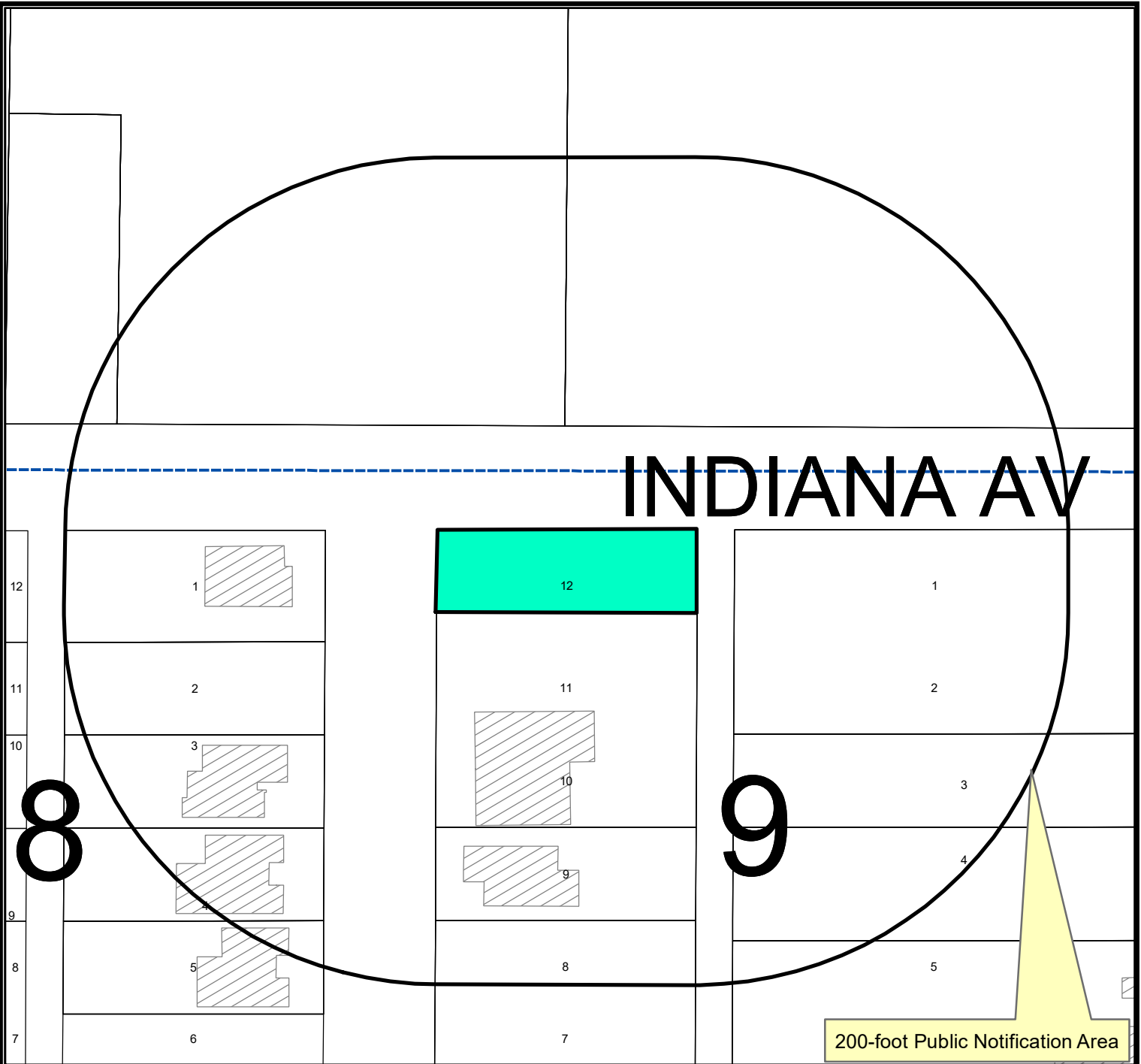
Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files in Digital Format (PDF/JPEG)
Check # _____	☐ Petition
Received By: <u>[Signature]</u>	Date: <u>JUN 11 2025</u>
Initialed: _____	



INDIANA AV

Location Map

Z-25-0431

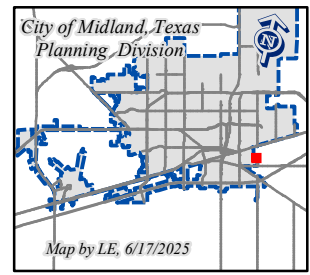
Scale: 1" = 931'

Consider a request by Obsidian Realty for a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District, on Lot 12, Block 9, Greenwood Addition, Section 2, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of South Stonewall Street and East Indiana Avenue. (Council District 2)

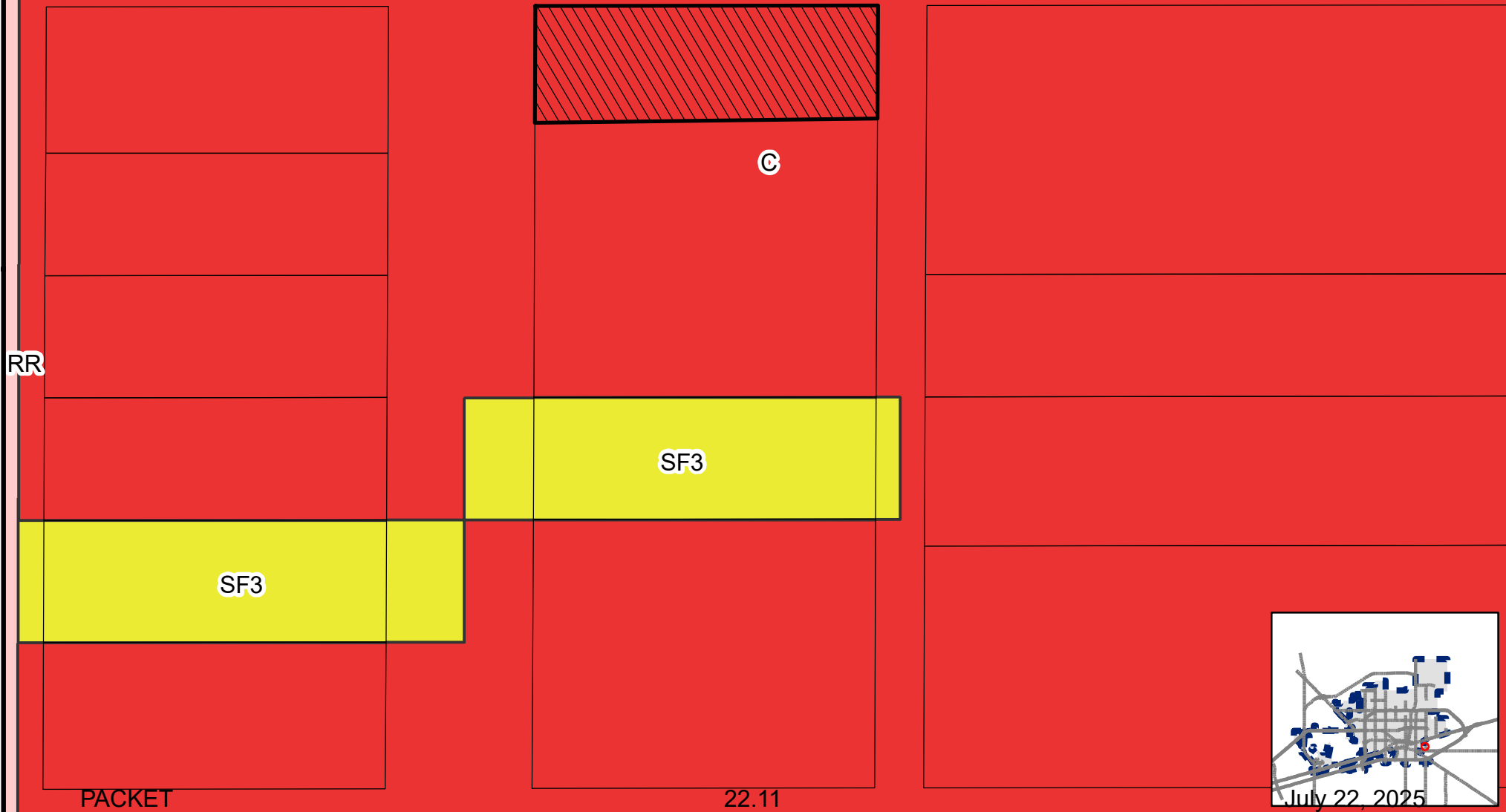
LEGEND

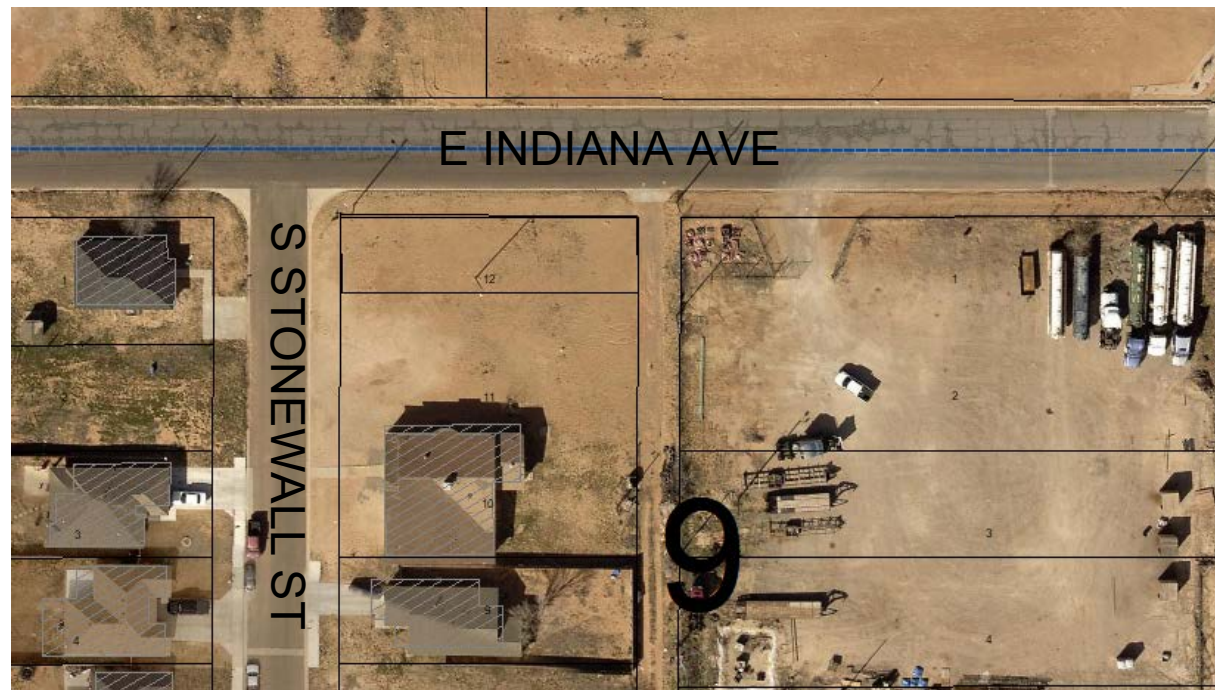
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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INDIANA AV



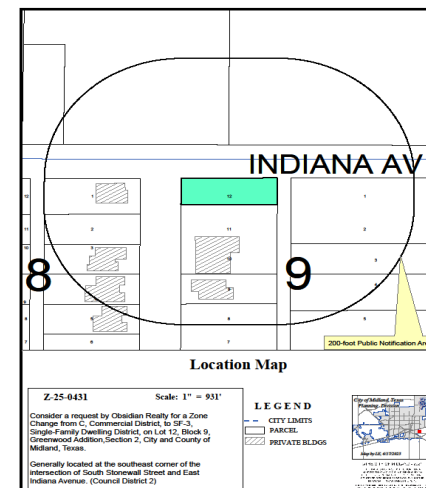






APPLICATION SUMMARY

- **Applicant/Property**
Owner/Representative: Obsidian Realty
- **Location:** 301 South Stonewall Street
(District 2)
- **Reason for Request:** to construct a residence

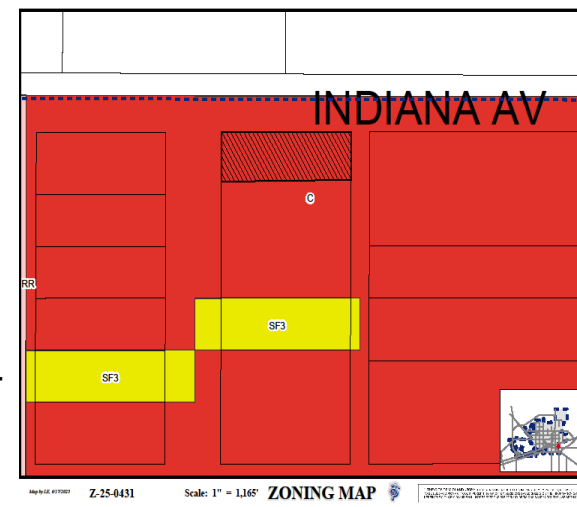


2



ZONING

- **Current Zoning:** C, Commercial District
- **Surrounding Zoning:**
 - **North:** ETJ
 - **South/West/East:** C, Commercial District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



LAND USE

- **Current Use:** Vacant Lot
- **Surrounding Uses:**
 - **North:** Vacant Lot
 - **South/West:** Residential
 - **East:** Residential and vacant lot
- **Proposed Use:** Residential





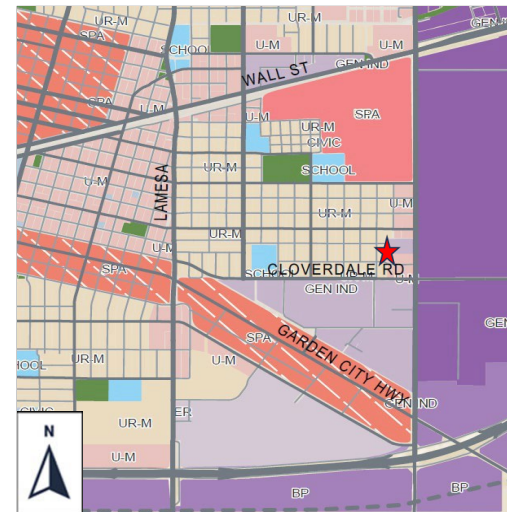
On South Stonewall Street, Looking East

5



COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Medium, UR-M
- **Supported Uses:** A mix of housing types, including single-family detached, single-family attached and townhouses.
- The request is **compatible** with the *Tall City Tomorrow Comprehensive Plan*.



6

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 from an initial zoning of C, Commercial District, to SF-3, Single-Family Dwelling District.

7



MISSION

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





City Council Meeting

Item Number: 23
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Britton Murry, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 1.5 FEET OF LOT 8 AND THE WEST 70 FEET OF LOT 9, BLOCK 3, SCOTSDALE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF STANOLIND AVENUE, APPROXIMATELY 375 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF SAID PROPERTY AND (2) A REDUCED REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Rose Garcia is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit (1) a reduced minimum side yard setback and (2) a reduced rear yard setback for a property located at 4411 Stanolind Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The property is zoned SF-2, Single-Family Dwelling District. Per Section 11-1-4.09 – Accessory Buildings and Uses, both the rear yard setback and the east side yard setback for a property of this size (7,213 SF), is five (5') feet; however, the applicant would like to reduce the side yard setback to 1.92 feet and the rear yard setback to 0.23 feet to allow for an existing non-conforming accessory building.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

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

Code Compliance: (Approved)

No Oil & Gas issues for Zoning

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area who are enjoying the same privileges of reduced setbacks.

Staff recommends approval of this request subject to conditions A through C.

Conditions:

- A. That the minimum side yard setback on the east side of the Property shall be 1.92 feet.**

B. That the minimum rear yard setback shall be 0.23 feet.

C. That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the accessory building identified as "METAL BLDG" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

Letters of Objection:

Staff has received one letter of objection as of July 11, 2025. Staff is currently working on an objection map and percentage and will have it prepared for the meeting.

Attachments:

Survey
Application
Maps
Aerial
Site Photo
PowerPoint Presentation
Meeting Date Display

Frederick D. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 1.5 FEET OF LOT 8 AND THE WEST 70 FEET OF LOT 9, BLOCK 3, SCOTSDALE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF STANOLIND AVENUE, APPROXIMATELY 375 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF SAID PROPERTY AND (2) A REDUCED REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as the east 1.5 feet of Lot 8 and the west 70 feet of Lot 9, Block 3, Scotsdale Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow (1) a reduced minimum side yard setback on the east side of the Property and (2) a reduced rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

- A. That the minimum side yard setback on the east side of the Property shall be 1.92 feet.
- B. That the minimum rear yard setback shall be 0.23 feet.

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

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

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

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

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

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

Council members voting "AYE":

Council members voting "NAY":

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

Council members voting "AYE":

Council members voting "NAY":

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

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

Nicholas Toulet, Interim City Attorney

 MIDLAND Planning Division		Special Exception Application		Project Number: _____ Case Number: <u>E-25-0140</u>
Applicant (if acting as Agent, see affidavit on page 2) Printed Name: <u>Rose Garcia</u>			Phone (432) <u>488-9379</u> Email: <u>rosekdgarcia@gmail.com</u>	
Address: <u>4411 Standlind ave</u>		City: <u>midland</u>		State: <u>TX</u> Zip: <u>79707</u>
Property Owner Printed Name: <u>Andrew & Rose Garcia</u>			Phone (432) <u>488-9379</u> Email: <u>rosekdgarcia@gmail.com</u>	
Address: <u>4411 Standlind ave</u>		City: <u>Midland</u>		State: <u>TX</u> Zip: <u>79707</u>
Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____			Phone () _____ Email: _____	
Address: _____		City: _____		State: _____ Zip: _____
Street Address: <u>4411 Standlind ave</u>				
Legal Description Lot: <u>BE 1.2-2010</u> Block: <u>3</u> Subdivision: <u>scotdale</u>				
Current Zoning: <u>SF-2</u>				
This property qualifies as an exception to the City Code because: ☐ It is an expansion of a nonconforming use. ☐ There are existing nonconforming structures in the area. ☒ The addition of architectural or other projections of a minor extent.				
Reason for Request: <u>The placed metal building that was there did meet set back requirements.</u>				
Submittal and Fees Items to be submitted with this application form: • Application Fee – Payable to the 'City of Midland' (\$500.00) • Dimensioned Site Plan showing: • Parking • Building Footprint • Digital Copies of Site Plan (PDF/JPEG)				

Signatures	
Applicant (signature): <u>Rose Garcia</u>	Date: <u>6/17/25</u>
Applicant (printed): <u>Rose Garcia</u>	
Property Owner (signature): <u>Rose Garcia</u>	Date: <u>6/17/25</u>
Property Owner (printed): <u>Rose Garcia</u>	
<i>The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>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.</i>	

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this ____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee	☒ Plans in Digital Format (PDF/JPEG)
Check # <u>Invoice</u>	
Received By: <u>Beth</u>	Date: <u>RECEIVED</u>

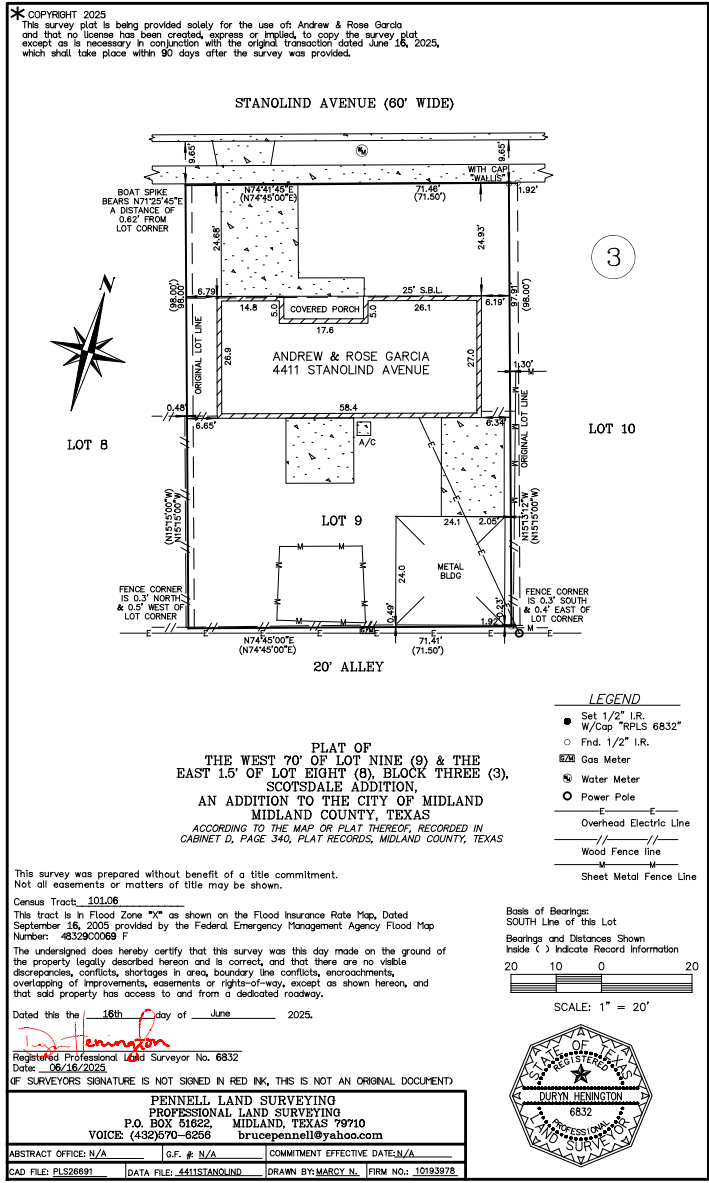
JUN 17 2025
Initial: _____

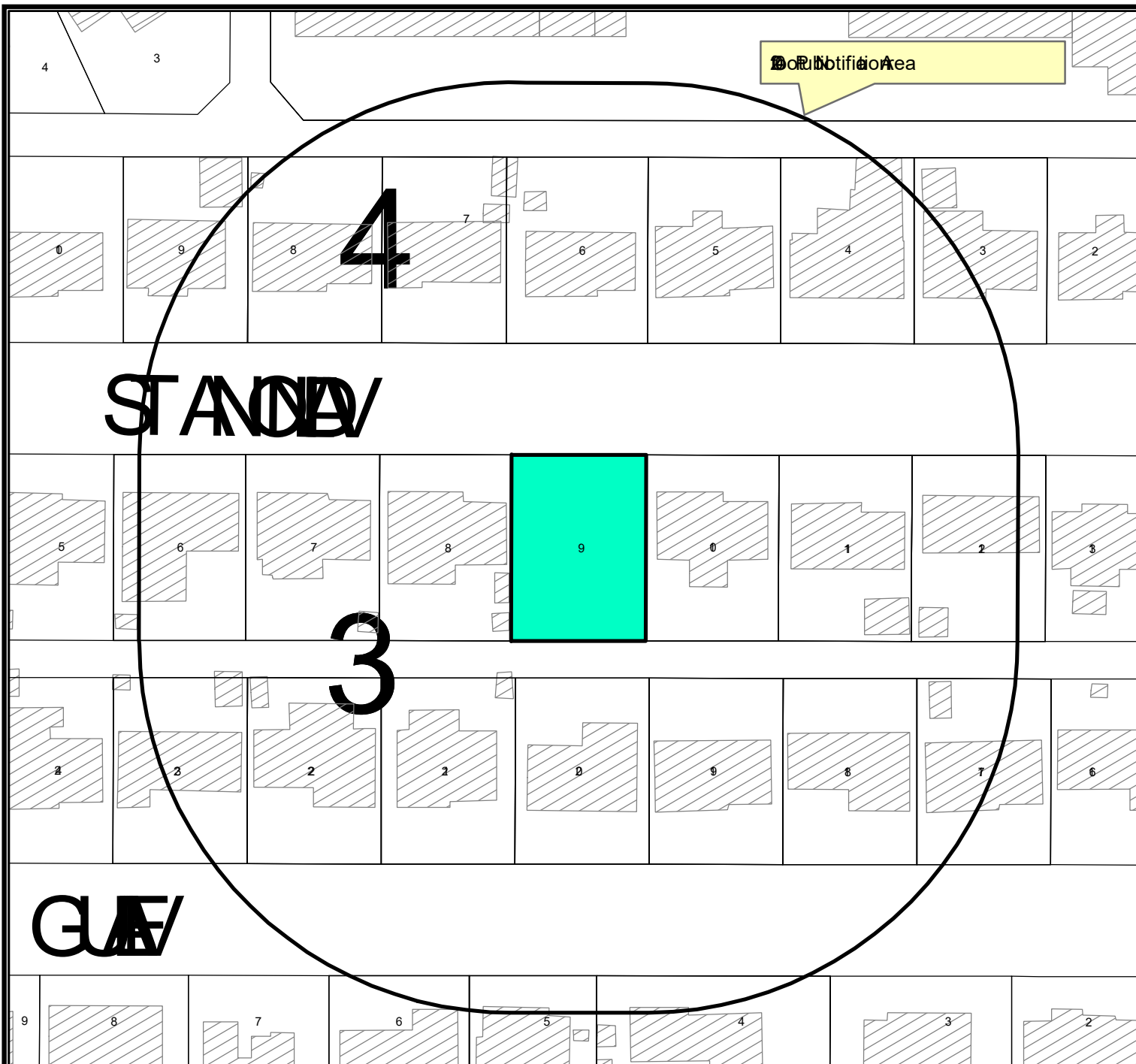
****Application will not be considered for scheduling until reviewed by a planner.****

Special Exception Application

2

Revised 08/19/20





Location Map

E-25-0140

Scale: 1" = 78'

Consider a request by Rose Garcia for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses, to permit (1) a reduced minimum side yard setback and (2) a reduced rear yard setback on the west 70 feet of Lot 9, and the east 1.5 feet of Lot 8, Block 3, Scotsdale Addition, City and County of Midland, Texas.

Generally located on the south side of Stanolind Avenue, approximately 375 feet west of North Midland Drive. (Council District 4)

23.11

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

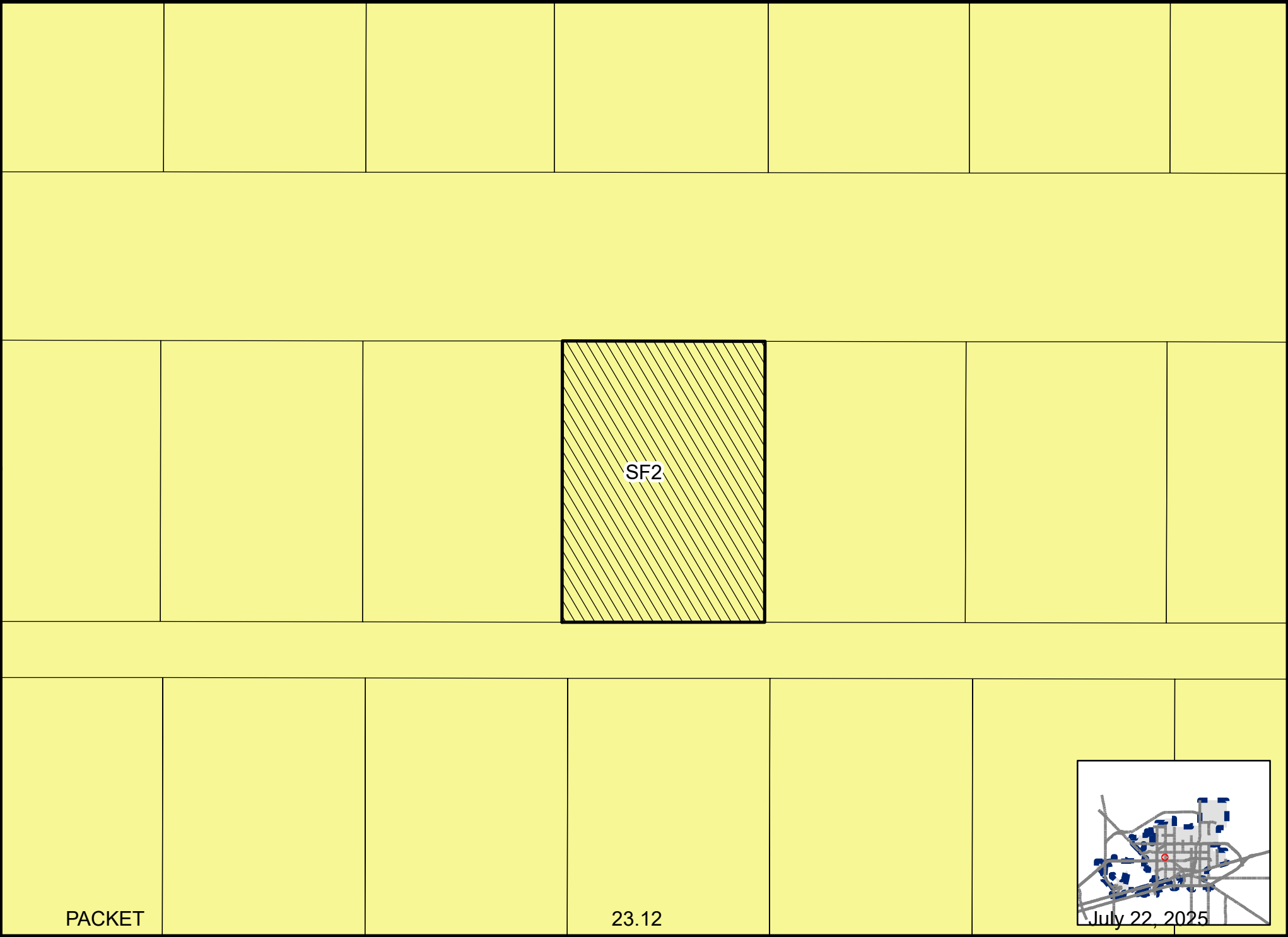


©THE CITY OF MIDLAND - 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY REQUIRED FOR OR IS REQUIRED TO BE A PART OF ANY PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

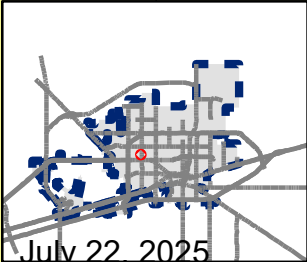
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

JULY 22, 2025



PACKET

23.12



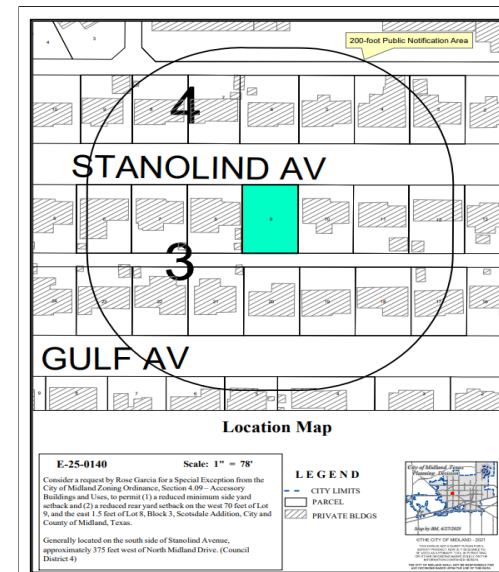






APPLICATION SUMMARY

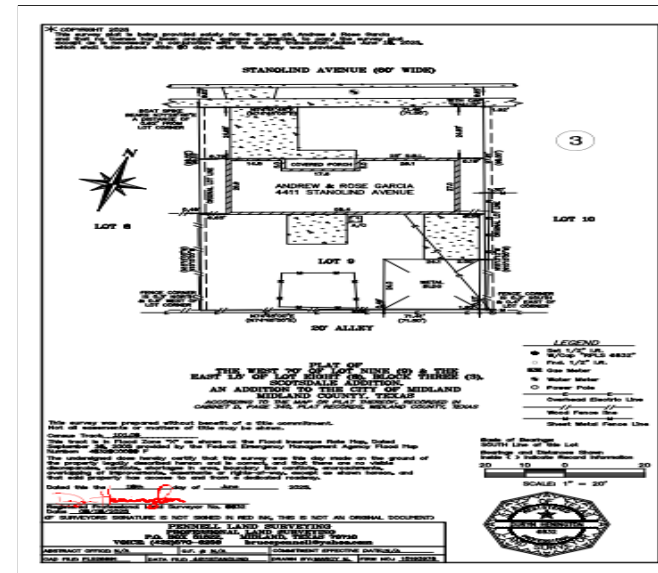
- **Applicant:** Rose Garcia
- **Property Owner:** Andrew and Rose Garcia
- **Location:** 4411 Stanolind Avenue (Council District 4)
- **Reason for Request:** For a reduced minimum rear yard and side yard setback for a non-conforming accessory building



DETAILS OF REQUEST

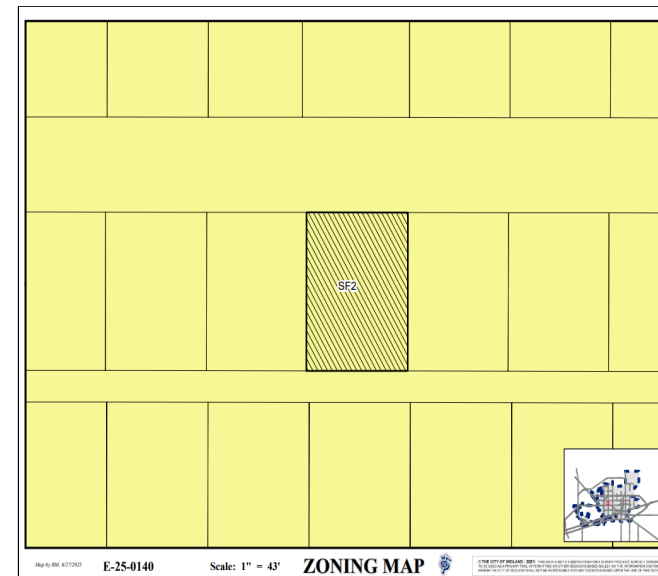
- **Code Requirement:** Both the minimum rear yard setback and side yard setback for SF-2, Single-Family Dwelling District zoning is 5 feet per Section 11-1-4.09-Accessory Buildings and Uses.
- **Variance Requested:** 1.92 feet for the east side yard setback and 0.23 feet for the rear yard setback.

3



ZONING

- **Current Zoning:** SF-2, Single-Family Dwelling District
- **Surrounding Zoning:**
 - **North/South/East/West:** SF-2, Single-Family Dwelling District



4

LAND USE

- **Current Use:** Single-Family Dwelling
- **Surrounding Uses:**
 - **North/South/East/West:** Single-Family Housing





On Stanolind Avenue, Looking South

6



STAFF'S RECOMMENDATION

- One objection was received.
- Staff recommends approval of this request with the following conditions:
 - A. That the minimum side yard setback on the east side of the Property shall be 1.92 feet.
 - B. That the minimum rear yard setback shall be 0.23 feet.
 - C. That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the accessory building identified as "METAL BLDG" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

7



MISSION

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





RECEIVED

JUL 14 2025

Initial: BM

NAVARRO JESUS A
4406 STANOLIND AV
TX MIDLAND 79707

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, July 22, 2025**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **Rose Garcia** for approval of a **Special Exception from the City of Midland Zoning Ordinance, Section 4.09 – Accessory Buildings and Uses**, to permit **(1) a reduced minimum side yard setback and (2) a reduced rear yard setback** on the following described property:

LEGAL DESCRIPTION: The west 70 feet of Lot 9, and the east 1.5 feet of Lot 8, Block 3, Scotsdale Addition, City and County of Midland, Texas.

LOCATION: Generally located on the south side of Stanolind Avenue, approximately 375 feet west of North Midland Drive. (Council District 4)

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ☒ Comments: _____

NEED BE 5 FOOT TO PROPERTY LINE

Required Information:

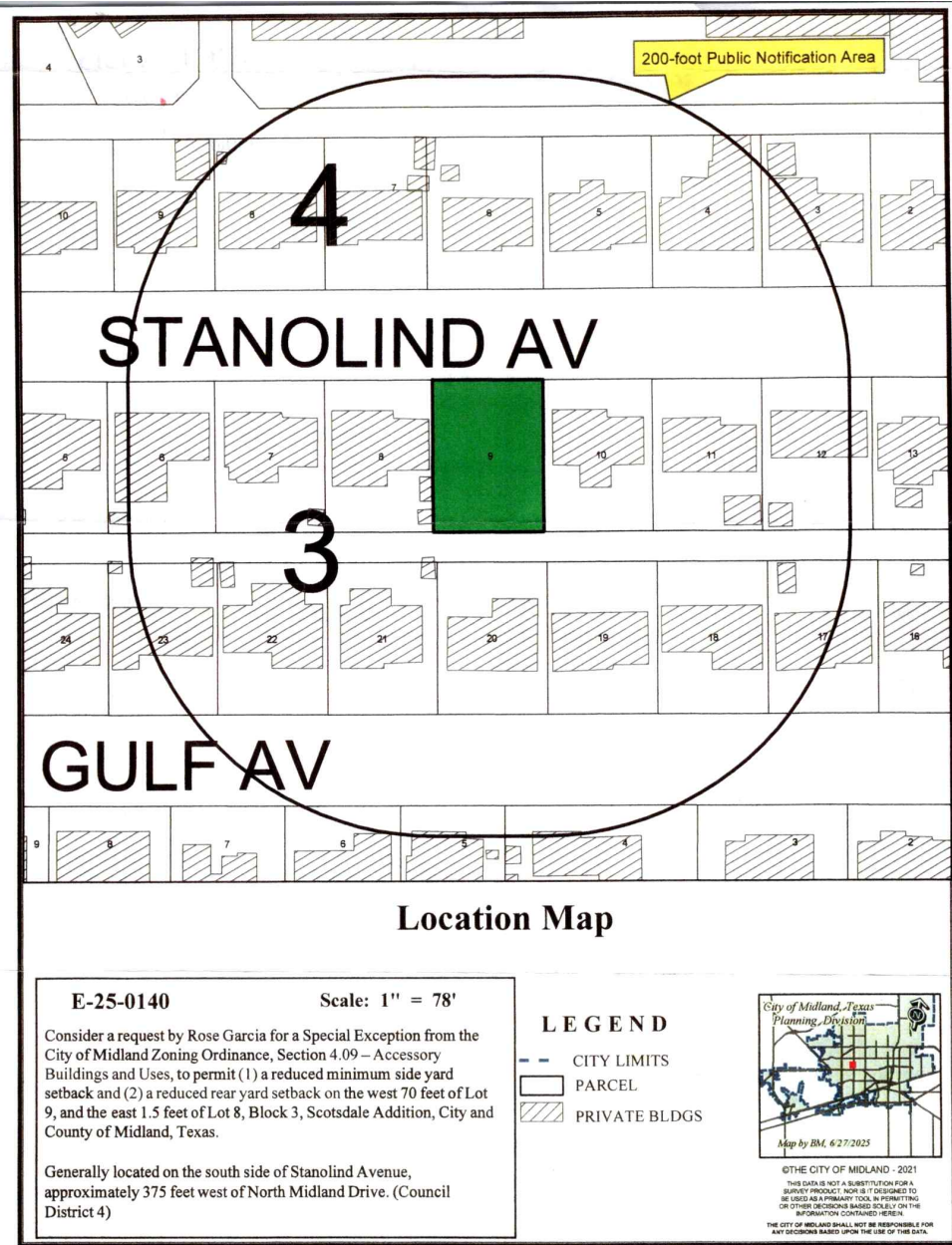
<u><i>[Signature]</i></u> Property Owner's Signature	<u>JESUS NAVARRO</u> Printed Name	<u>4406 STANOLIND AVE</u> Property Address (No P. O. Boxes)
<u>432 528 3093</u> Phone Number	<u>jesus.handy@yahoo.com</u> Email	

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre este caso, llame al : 685-7400.

Notices Mailed: 24
Date Mailed: July 3, 2025
Case Number: E-25-0140
Case Name: 4411 Stanolind Ave
BM Planner's Initials

[Signature]
Landon Ochoa
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.





City Council Meeting

Item Number: 24
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Regina Stephenson, Director
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 one thousand twenty-six (1026) vendors for purchase and installation of HVAC Unit Replacements for Rockhounds Clubhouse Project at the Momentum Bank Ballpark. The bid was viewed by thirty-five (35) vendors. 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 HVAC units in Momentum Bank Ball Park at Scharbauer Sports Complex

Purchasing issued a Request for Bids to replace the Aeon 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 Aeon unit installation is \$289,905.00.

An Aeon 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:** Aeon 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:** Aeon 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 Aeon 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

S:\Resolutions\Purchase\2025\Contracts\HVAC – Momentum Bank Ballpark Clubhouse

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Contracts\HVAC – Momentum Bank Ballpark Clubhouse

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

Exhibit A

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

1026 Bids Sent out

35 Bid Request

1 Bid Listed Above

0 NO Bids were received

34 Bidder(s) Did not respond



THE CITY OF MIDLAND

CONTRACT

25004992

THIS CONTRACT, effective the 23rd 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 24.9 July 22, 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

PACKET 24.11 July 22, 2025

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

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

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

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

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

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____.

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Notary Public, State of _____ July 22, 2025



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	\$243,550
NOTICE TO BIDDERS: - 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. - 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. - IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER. LATE PROPOSALS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES. - 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. - BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA. 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).**

PACKET

24.24

July 22, 2025

**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, 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

24.28

July 22, 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

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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

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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.

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

BOIL0074-003 07/01/2023

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

IRON0084-011 06/01/2023		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

PLUM0404-001 09/01/2022		

	Rates	Fringes
PLUMBER.....	\$ 28.64	10.65

SUTX2014-037 07/21/2014		

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

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

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

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** 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.

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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 Signature of vendor doing business with the government entity 24.50

Date July 22, 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
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. **FEDERAL WAGE REQUIREMENTS** - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this agreement, July 22, 2025 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.

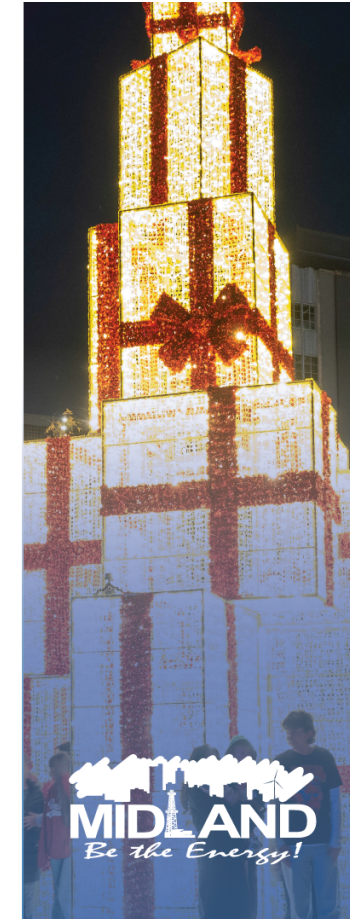
36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of 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.



PURCHASING OVERVIEW

- The Purchasing Division is responsible either directly or through delegation of authority, for the purchase or contracting of all materials, supplies, equipment and contractual services needed by all City departments.
- The duty of the Purchasing Manager is to assure that the division's responsibilities are carried out in compliance with policies and statutes. The division is also responsible for the disposition of all surplus materials and equipment.

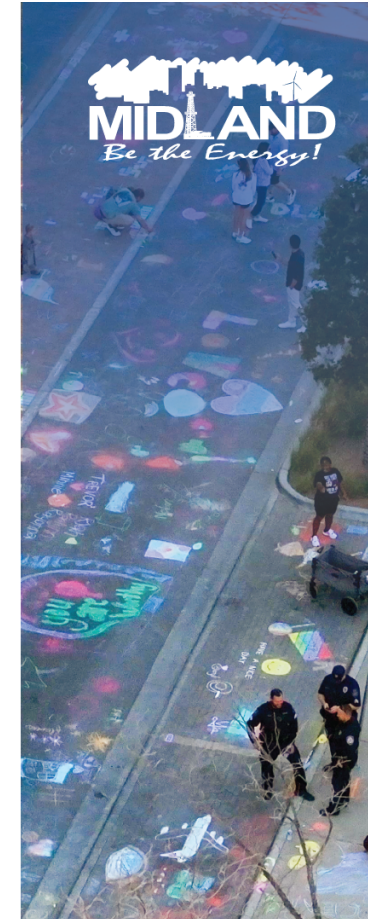
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PURCHASING THRESHOLDS AND REQUIREMENTS

CITY OF MIDLAND WORKFLOW/APPROVAL REQUIREMENTS				
Total Amount of Request*	Type of Bid/Quotes Required	Department Responsible for Bid/Quotes	Type of Approval/s Required*	Other Requirements
\$100,000.00 and above	Sealed or Cooperative Pricing	Purchasing	Department Head Purchasing General Services Director City Manager City Council Approval	Formal Advertisement Sealed Bid (Paper/Electronic) Agenda Memo w/bid tabulation Resolution
\$50,000.01** to \$99,999.99	Sealed or Cooperative Pricing	Purchasing	Department Head Purchasing General Services Director City Manager	Formal Advertisement Sealed Bid (Paper/Electronic)
\$15,000 to \$50,000.00	3 Written Quotations or Cooperative Pricing	Department/ Purchasing	Department Head Purchasing General Services Director City Manager	Paper or Electronic Quotation
\$3,000 to \$14,999.99	3 Written Quotations or Cooperative Pricing	Department/ Purchasing	Department Head Purchasing	Paper or Electronic Quotation
<\$3,000.00	1 quote or Cooperative Pricing	Department	Department Head	Three Quotes not required but recommended
* Approvals apply to all Purchasing Forms including Direct Purchase Requests, Purchasing Cards, Petty Cash, Travel & Training, and other types of forms.				
** See below regarding applicable statutes regarding monetary thresholds.				

3



PURCHASING COOPERATIVES

- A purchasing cooperative (or co-op) is a group of organizations or businesses that join together to **increase their buying power** for goods and services. By pooling their purchasing volume, members can access better deals than they could individually, **resulting in cost savings and streamlined procurement processes**.
- Instead of each individual organization purchasing from suppliers independently, a purchasing cooperative aggregates the needs of all its members and purchases on their behalf.
- Think of it like a Costco or Sam's!

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PURCHASING COOPERATIVES (CO-OP's)

Listed below are a few of the purchasing cooperatives that the City of Midland is a member of:

- Buyboard www.buyboard.com
- Texas Department of Information Resources (DIR) <https://dir.texas.gov/>
- Equalis Group <https://equalisgroup.org/>
- HGACBuy www.hgacbuy.org
- PACE <https://pace.esc20.net>
- Texas Smart Buy www.txsmartbuy.com
- TIPS www.tips-usa.com

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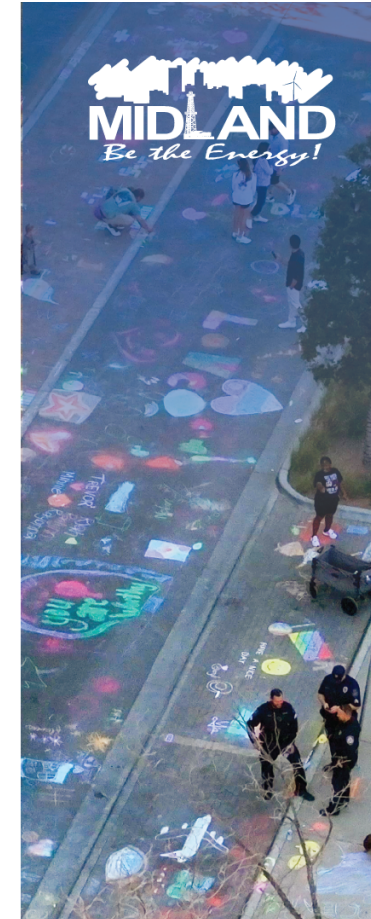


ONLINE PROCUREMENT & BIDDING PORTAL-“BONFIRE”

The City of Midland uses “**Bonfire**”, an **Online Procurement Portal** That makes it easier for vendors to:

- Receive Notifications about City Bidding Opportunities
- Submit Bids and Proposals Electronically-**no paper required**
- Get matched to opportunities based on their selected NIGP Codes (business categories)
- **Vendors can register for FREE at:**
 - <https://midlandtexas.bonfirehub.com>
- Bonfire maintains a network of over **250,000 vendors across North America**, helping ensure **competition, transparency, and efficiency** in the City’s Purchasing Process
- We continue to encourage **local businesses and contractors to register** so they don’t miss out on upcoming City projects.

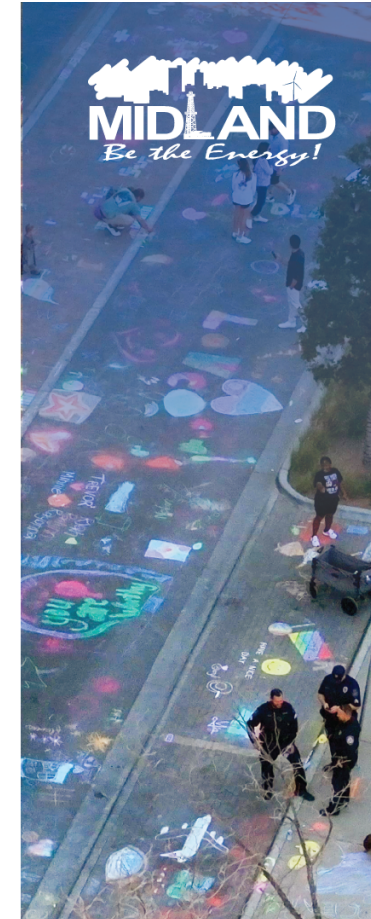
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CLUBHOUSE HVAC SPECIFICATIONS

- Remove and install two (2) 16-ton **AAON HVAC** Units
- Includes all materials, controls, wiring, fittings
- **Requires large crane** to place units on roof top from the street
- Remove and dispose of current HVAC units
- Estimated Cost: \$350,000

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PROCUREMENT PROCESS

- Compiled Bid Request
- Obtained approval for Bid Advertisement
- Ran ads in MRT: May 27th and June 3rd
- Posted procurement opportunity in Bonfire (Online Procurement and Bidding Portal) and on City's main website
- Number of vendors notified through Online Procurement Portal "Bonfire": **1,026**
- Number of vendors that downloaded documents: **35**

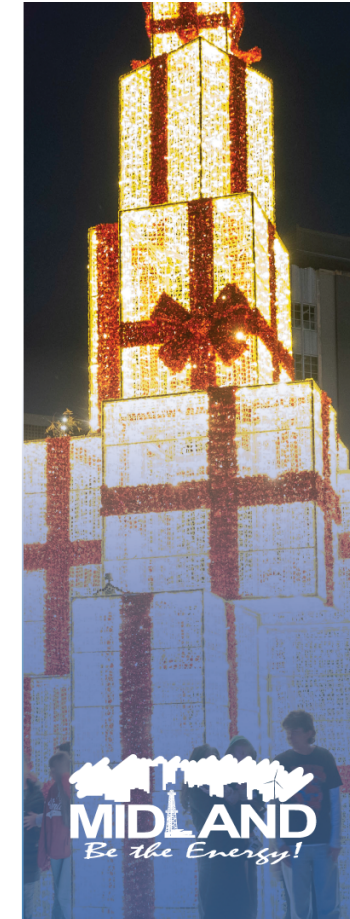
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PROCUREMENT PROCESS

- Site visit dates: June 2nd through June 6th
- **Emailed closing date reminder to all companies: June 12th**
- Procurement closing date: June 12th
- **Number of vendors that bid: 1**
- Parks team member personally asked an additional HVAC vendor to bid, and vendor replied that they were too busy.
- **A No Bid survey is included in every bid packet.**
 - This short survey helps the City to understand why a company **chose not to submit** a bid after viewing or partially completing one.
 - The feedback collected allows us to identify potential barriers, improve future solicitations, and **encourage broader vendor participation.**

9



DISCUSSION

- Scharbauer Sports Complex was **built in 2002** (23 years ago)
- **Current AAON units are original units to the facility**
- **14 – 16 weeks lead time** for two (2) new units ARO
- Five (5) year compressor parts only warranty
- Fifteen (15) year heat exchanger warranty
- AAON Factory Start-Up
- **Useful life of these units is approximately ~20 years**

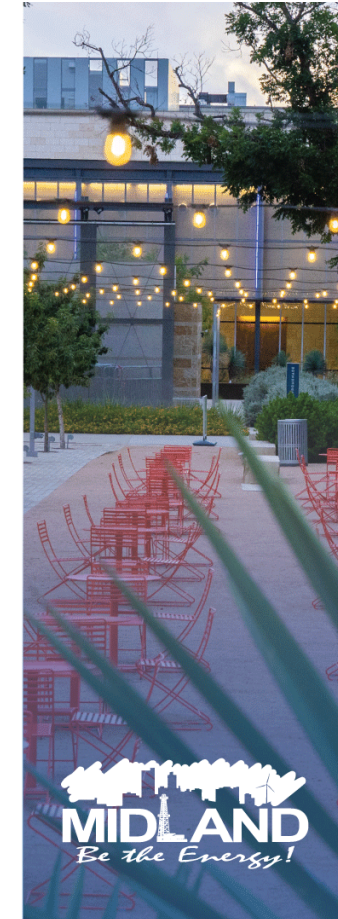
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DISCUSSION

- AAON units meet ventilation requirements for enclosed spaces due to economizers and fresh air intake options for proper air exchange
- AAON units maintain healthy indoor air quality in high occupancy environments where CO2 levels can rise quickly
- Clubhouse is currently equipped with AAON units
- Continuing with same brand ensure that units and components will be compatible with existing system

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DISCUSSION

- Compatibility reduces complexity of installation
- AAON units can be configured to meet specific ASHRAE 62.1 standards for ventilation which is vital for health and comfort
- AAON units are energy efficient and are engineered to withstand harsh environments
- AAON units are geared toward commercial applications which drives up the cost compared to residential HVAC systems.

12



TIMELINE TO RE-BID

- Reject sole bid received and authorize re-advertisement for bids: July 22nd Council Meeting
- Run ads in MRT: July 24, 2025 and July 31, 2025
- Bid Closing date: August 8, 2025
- Next available Council Meeting for approval: August 26, 2025
- Contractor has 21 days to provide signed contract, insurance and bonds: September 10, 2025
- City finalizes contract: September 17, 2025
- Contractor receives contract and can proceed to order equipment: September 18, 2025
- Date contractor receives units: January 8, 2026
- Date contractor can install units: January 15, 2026
- Date contractor finishes installation: January 19, 2026
- Date clubhouse will be in use for 2026 season: **March 30, 2026**
- All above dates are estimated.

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PROCESS IMPROVEMENTS

Moving forward Buyers have been instructed to:

- **Email a reminder to all vendors** two (2) days in advance of bid closing date.
- Call vendors that are in progress to remind them to finish submitting their bid.
- **If there is only one (1) bid in progress, check with Departments about extending the bid to allow more time to receive multiple bids.**

14



QUESTIONS?

15



MISSION

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





City Council Meeting

Item Number: 25
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION REJECTING THE SOLE BID RECEIVED FOR THE PURCHASE AND INSTALLATION OF TWO (2) AAON HVAC UNITS AT THE MOMENTUM BANK BALLPARK CLUBHOUSE; AND AUTHORIZING THE CITY MANAGER TO RE-ADVERTISE FOR COMPETITIVE BIDS (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution rejecting the sole bid received for the HVAC Unit Replacements for Rockhounds Clubhouse Project at the Momentum Bank Ballpark.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required at this time.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the HVAC Unit Replacements for Rockhounds Clubhouse Project at the Momentum Bank Ballpark. Requests for bids were sent to one thousand twenty-six (1026) vendors. The bid was viewed by thirty-five (35) vendors. We received a sole bid. Staff recommends rejecting all bids. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for more information.

Therefore, please consider a resolution rejecting the sole bid received for the HVAC Unit Replacements for Rockhounds Clubhouse Project at the Momentum Bank Ballpark.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION REJECTING THE SOLE BID
RECEIVED FOR THE PURCHASE AND
INSTALLATION OF TWO (2) AAON HVAC UNITS AT
THE MOMENTUM BANK BALLPARK CLUBHOUSE;
AND AUTHORIZING THE CITY MANAGER TO RE-
ADVERTISE FOR COMPETITIVE BIDS**

WHEREAS, the City Manager advertised for competitive bids for the purchase and installation of two (2) AAON HVAC units at the Momentum Bank Ballpark clubhouse (the “Project”); and

WHEREAS, the City Council finds it to be in the public interest to reject the sole bid received for the Project, and to authorize the City Manager to re-advertise for competitive bids;

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

SECTION ONE. That the recitals stated above are hereby adopted.

SECTION TWO. That the sole bid received for the Project is hereby rejected.

SECTION THREE. That the City Manager is hereby authorized to re-advertise for competitive bids for the Project.

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

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Contracts\Reject and Re-bid – HVAC Units for Clubhouse

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

1026 Bids Sent out

35 Bid Request

1 Bid Listed Above

0 NO Bids were received

34 Bidder(s) Did not respond



City Council Meeting

Item Number: 26
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Gabe McClelland, Director
Subject: RESOLUTION APPROVING THE CITY OF MIDLAND'S 2025 VISION ZERO COMPREHENSIVE SAFETY ACTION PLAN ANNUAL IMPLEMENTATION PROGRESS REPORT (DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

In alignment with reporting and transparency requirements outlined in the City of Midland's Vision Zero Comprehensive Safety Action Plan (CSAP), an annual implementation progress report has been designed showing actions taken towards reaching the adopted Vision Zero goal of zero roadway fatalities by 2050. The report includes crash data comparisons, internal safety efforts in alignment with Vision Zero priorities, and future data-driven plans and goals to continue to increase roadway safety.

Recommended City Council Action:

Approve

Fiscal Impact:

NA

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Staff recommends City Council approves the resolution approving the 2025 Vision Zero Implementation Progress Report. This will maintain CSAP compliance and allow staff to continue to utilize actions and recommendations from the CSAP in an effort to reach zero roadway fatalities by 2050. The approved report will be posted publicly online to accompany the current CSAP for transparency and accountability.

Frederick D. Out

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION APPROVING THE CITY OF
MIDLAND'S 2025 VISION ZERO COMPREHENSIVE
SAFETY ACTION PLAN ANNUAL
IMPLEMENTATION PROGRESS REPORT**

WHEREAS, Resolution No. 2024-067 approved the adoption of the City of Midland Vision Zero Policy as a comprehensive and data-driven approach to achieving the goal of zero traffic deaths and serious injuries by the year 2050, consistent with the Texas Department of Transportation's adopted goal for same; and

WHEREAS, Resolution No. 2024-076A approved the adoption of the Vision Zero Comprehensive Safety Action Plan to ensure alignment with the Vision Zero Policy in the City's planning and designing of projects to reach the goal of zero traffic deaths and serious injuries by the year 2050; and

WHEREAS, the Vision Zero Comprehensive Safety Action Plan requires the Vision Zero Task Force to submit an annual implementation progress report to the City Council; and

WHEREAS, the Vision Zero Task Force has submitted its annual implementation progress report, which is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to approve the annual implementation progress report submitted by the Vision Zero Task Force;

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

SECTION ONE. That the annual implementation progress report is hereby approved.

SECTION TWO. That the City Secretary is hereby authorized and directed to certify the approval of this resolution by the City Council.

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

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

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Deputy City Manager

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

MIDLAND VISION ZERO IMPLEMENTATION PROGRESS REPORT

2025

JULY 2025

Prepared by
MICHELE HAGEMANN
STRATEGIC
PARTNERSHIPS
OFFICE



VISION ZERO

Safe Streets for Midland

INTRODUCTION

In June of 2024, the City of Midland adopted the final Vision Zero Comprehensive Safety Action Plan (CSAP), committing to the goal of ZERO roadway fatalities by 2050 in conjunction with both Midland County and the State of Texas' Vision Zero program. Utilizing best practices and actions outlined in the Federal Highway Administration's Safe Systems Approach built on the idea that roadway fatalities and serious injuries are preventable, the City of Midland has made purposeful commitments to increasing safety for all road users through enhanced enforcement and education, people-first infrastructure and design planning and implementation, and multi-leveled collaboration both internally and within our community. This report provides a summary of actions completed by the City towards reaching Vision Zero during the CSAP's inaugural year, as well as data comparisons from the initial CSAP data (2022) to the first year of the CSAP's adoption. (2024).



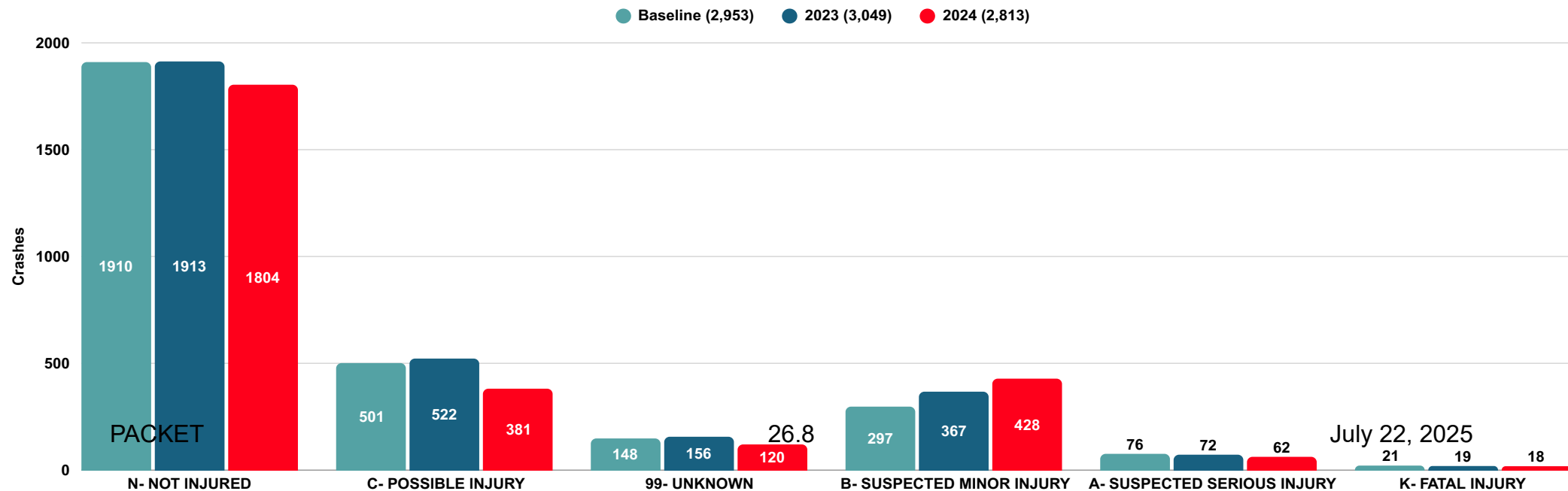
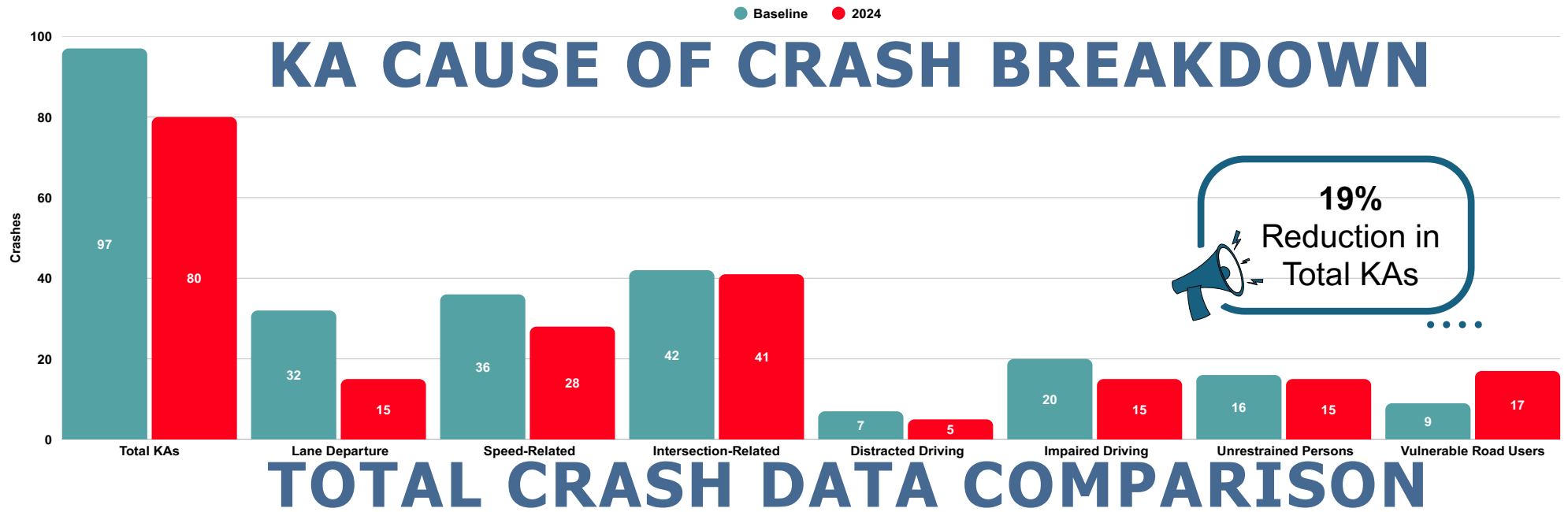
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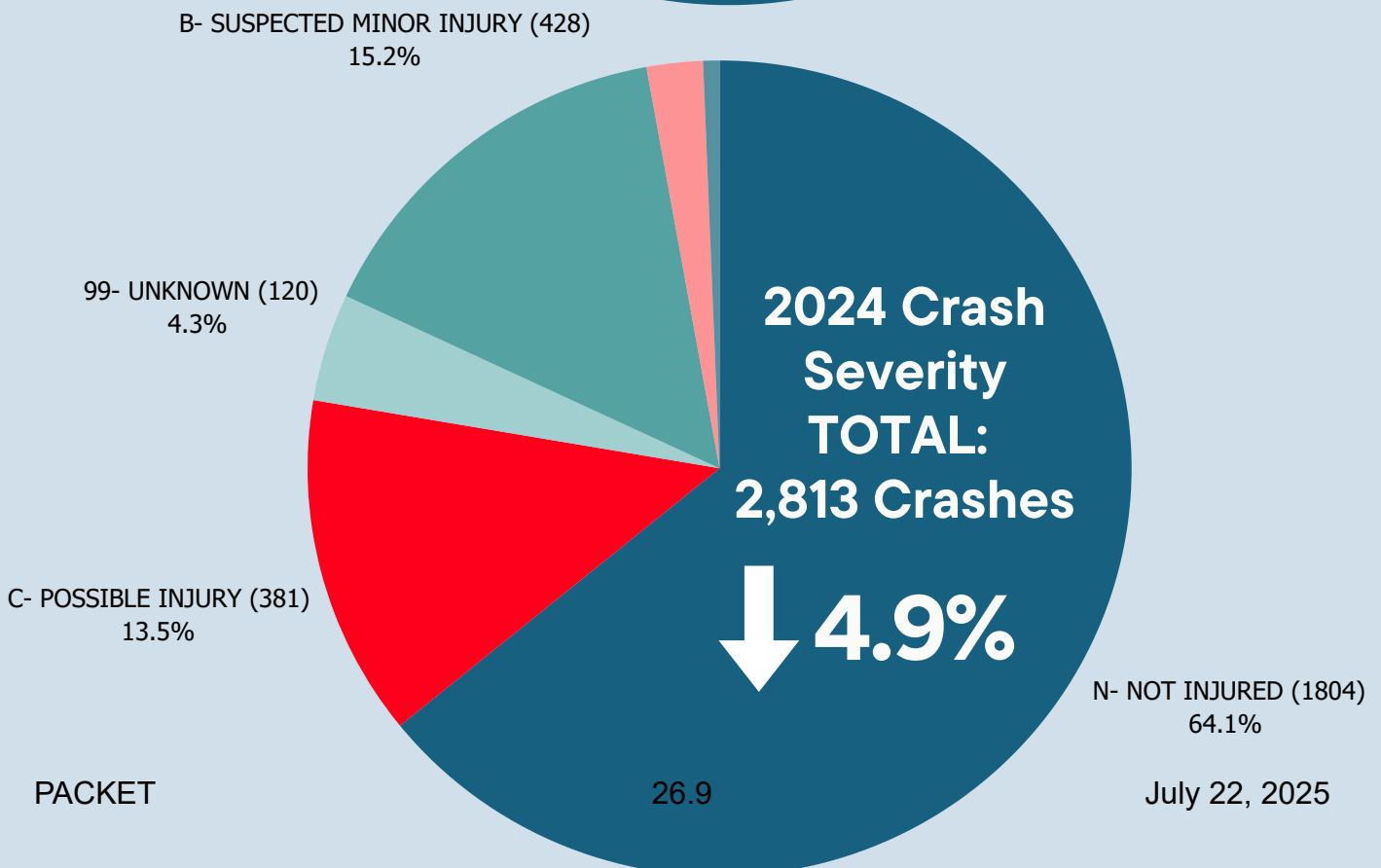
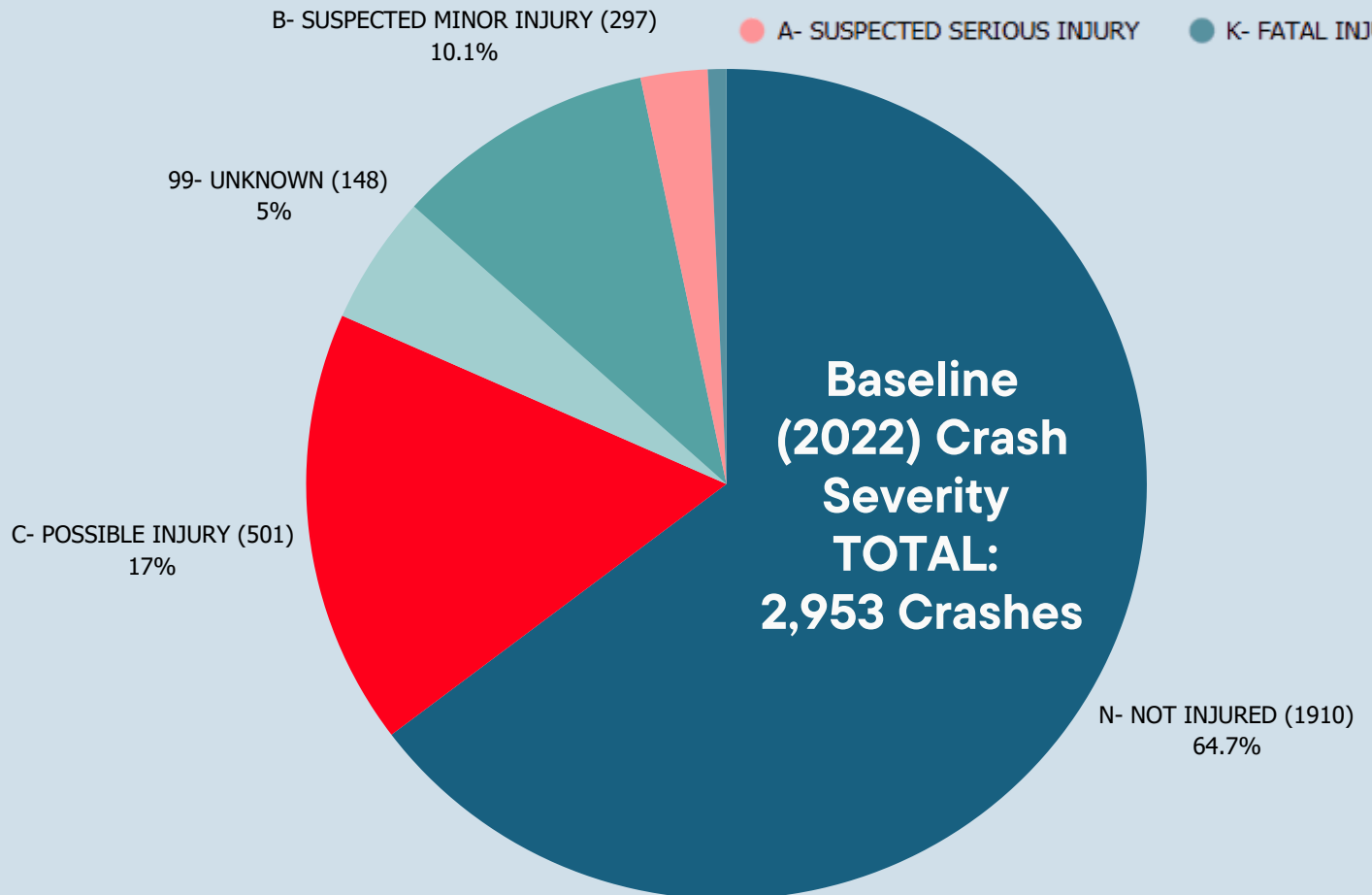
DATA

For this initial update, data from calendar year 2024 is compared to baseline data from the current CSAPs (2022 data) concerning total crash severity and fatal and severe injury (KA) emphasis areas to gain insight on strengths and needs for future planning that is data driven.



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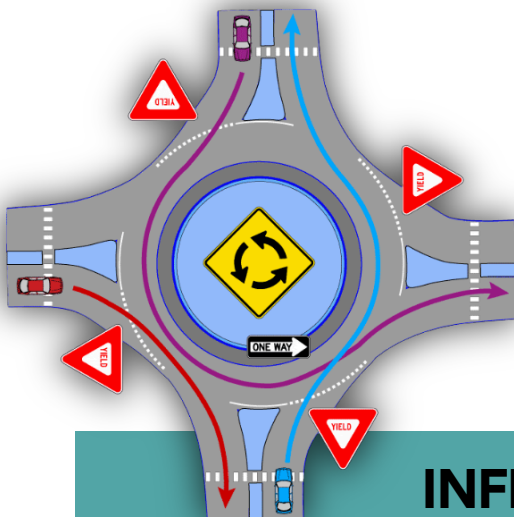
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- * Added the Longview & Belmont roundabout (with more planned) to increase safety and reduce congestion. This new installation reduced crashes from 8 in 2023 (Jan- Apr), to 1 in 2025 - **an 87.5% reduction.**
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INFRASTRUTURE IMPROVEMENTS

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NEW CSAP VULNERABLE ROAD USER (VRU) STRATEGY



ACTION VR5.1

Create and establish ordinances that encourage safe transportation practices and enforceable protective measures



ACTION VR5.2

Create policies and procedures that establish and enhance ADA and pedestrian targeted features in public areas



STRATEGY VRU5. CREATE AND IMPLEMENT POLICIES AND PROCEDURES TO ENHANCE ENFORCEMENT AND SAFETY

In an effort to address the rising KA events associated with vulnerable road users (pedestrians, bicyclists, motorcyclists, etc.), the City of Midland is adding a new strategy aimed at establishing (i) ordinances that promote safe transportation practices and enforceable protective measures, and (ii) policies and procedures to implement and enhance ADA and pedestrian targeted features in public areas.

PACKET

26.12

PROTECTING OUR CITIZENS

VRU crash data was collected and reviewed to design new strategies aimed at encouraging safe non-vehicle based transportation.

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July 22, 2025

USDOT SAFE STREETS & ROADS FOR ALL (SS4A) GRANT AWARD

The Safe Streets and Roads for All (SS4A) program is a federal initiative supporting local efforts to eliminate traffic deaths through safer road design, enforcement, and education. It aligns with Midland's Vision Zero goal of zero roadway fatalities by 2050.

The City of Midland adopted its Vision Zero Comprehensive Safety Action Plan (CSAP), developed with consultant Kimley-Horn, which identifies high-risk areas such as the Lamesa Rd. corridor. With SS4A funding, the city will begin implementing key improvements from the plan, including corridor enhancements and citywide signal retiming.

Grant Funding (80%)

\$8,664,368

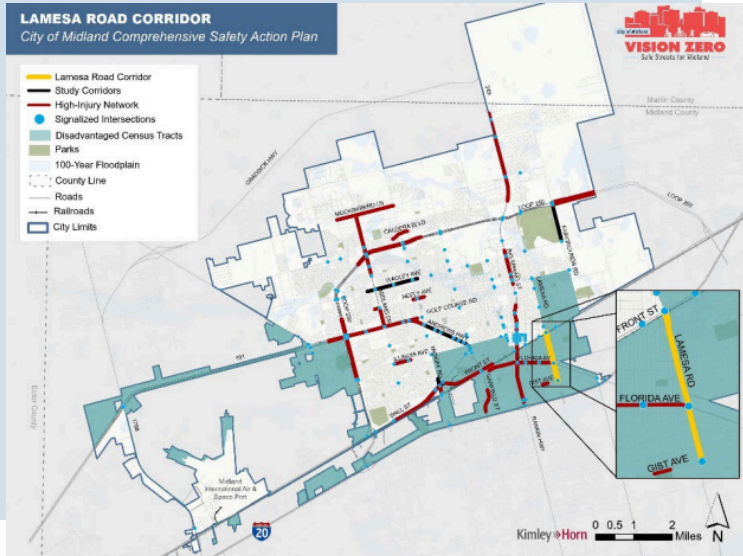
City Match (20%)

\$2,166,092

Total Project Cost (100%)

\$10,830,460

LAMESA ROAD CORRIDOR
City of Midland Comprehensive Safety Action Plan



Location

The Lamesa Rd. corridor project targets a 1.4-mile stretch from BI-20 to Gist Ave., where 41% of Midland's bicycle and pedestrian crashes have occurred. The area lies within federally designated Transportation Disadvantaged, Area of Persistent Poverty, and Historically Disadvantaged Areas, impacting 12,000 residents—56% of whom live at or below the poverty line. The funding also supports citywide intersection signal retiming.

Lamesa Rd. Corridor Enhancements

Proposed safety improvements are estimated to reduce total crashes by 618 over a 20-year period. The project will implement the following:

- Corridor-wide access management, illumination, sidewalk improvements, and the removal of sidewalk obstructions
- Pedestrian safety improvements with high visibility crosswalk and pedestrian striping, signals, and beacons
- Revaluation of traffic calming and efficiency options
- Reflective backplates and reflective striping
- Improve access to schools in the area

Citywide Signal Timing

The current citywide timing plan is outdated and unable to effectively guide traffic. Due to increases in traffic volumes and behaviors, current signal timing is related to red-light running and failure to yield crashes. Signal timing will be updated on all intersections citywide to create a complete system to promote citywide safety and efficiency.

July 22, 2025

NEXT STEPS

* CONTINUED INTERSECTION IMPROVEMENTS

Following the review of data from the original CSAP to 2024, implemented intersection improvements have proved successful in helping Midland reach our Vision Zero goal. Following this trend, Midland's Engineering Department will continue retrofitting current intersections and designing new intersections with ADA enhancements, reflective backplates, red light indicator lights (RLILs) or "tattle tale" lights, and other identified safety and mitigation upgrades.



* DATA COLLECTION AND FUTURE PLANNING

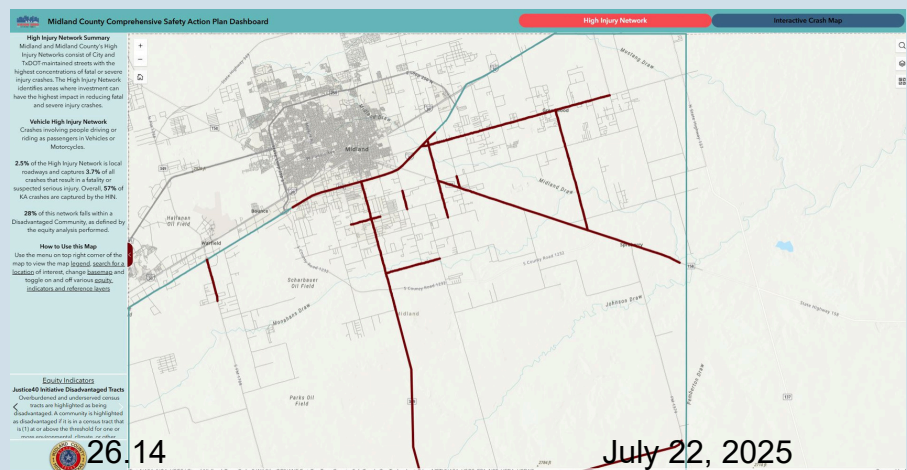
Internal efforts will be continued to plan and design transportation systems, ordinances, and programs that place safety at the forefront including but not limited to:

- Studies to identify best suited areas to add or improve bike and pedestrian facilities
- Increasing law enforcement and education efforts
- Increasing data management and collection activities through external partnerships and access to additional databases.
- Identifying community specific needs and establishing ordinances to protect all road users.

* CITY & COUNTY COLLABORATION

The City of Midland and Midland County are working together to manage and update a joint Vision Zero GIS interactive map. As progress is made in projects to help Midland reach Vision Zero by 2050, the GIS map will be updated quarterly for public viewing to increase transparency.

Both the City and the County also work together to address growth and congestion in coordination with the PBMP and TxDOT Odessa District.



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STRATEGY VRU5. CREATE AND IMPLEMENT POLICIES AND PROCEDURES TO ENHANCE ENFORCEMENT AND SAFETY

In an effort to address the rising KA events associated with vulnerable road users (pedestrians, bicyclists, motorcyclists, etc.), the City of Midland is adding a new strategy aimed at establishing (i) ordinances that promote safe transportation practices and enforceable protective measures, and (ii) policies and procedures to implement and enhance ADA and pedestrian targeted features in public areas.

PACKET

26.15

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VRU crash data was collected and reviewed to design new strategies aimed at encouraging safe non-vehicle based transportation.

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July 22, 2025



City Council Meeting

Item Number: 27
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Gabe McClelland, Director
Subject: RESOLUTION APPROVING AMENDMENT NO. 1 TO THE CITY OF MIDLAND VISION ZERO COMPREHENSIVE SAFETY ACTION PLAN (DISTRICT: ALL) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

In an effort to increase roadway safety in Midland for vulnerable road users identified as pedestrians, bicyclists, and other users of alternative modes of transportation, City of Midland staff have designed a new Vision Zero Comprehensive Safety Action Plan strategy to provide opportunities to implement preventative safety actions. Amendment 1- Strategy VRU5. Create and Implement Policies and Procedures to Enhance Enforcement and Safety follows annual crash report data from the Vision Zero Implementation Progress Report showing fatal (K) and suspected serious injury (A) crashes involving vulnerable road users have increased in Midland from seven in 2022, to 19 in 2024, a 171% increase.

Recommended City Council Action:

Approve

Fiscal Impact:

NA

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Staff recommends City Council approves the resolution adopting Vision Zero Comprehensive Safety Action Plan major revision Amendment 1 which includes Strategy VRU5. Create and Implement Policies and Procedures to Enhance Enforcement and Safety and accompanying actions . This will allow city staff to begin taking data-driven steps to increase vulnerable road user safety on Midland's roadways to help us reach Vision Zero by 2050. Information on this amendment can be located on page eight of the 2025 Vision Zero Comprehensive Safety Action Plan Implementation Progress Report which will be posed publicly online for transparency.

Frederick D. Out

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT NO. 1 TO
THE CITY OF MIDLAND VISION ZERO
COMPREHENSIVE SAFETY ACTION PLAN**

WHEREAS, Resolution No. 2024-067 approved the adoption of the City of Midland Vision Zero Policy as a comprehensive and data-driven approach to achieving the goal of zero traffic deaths and serious injuries by the year 2050, consistent with the Texas Department of Transportation's adopted goal for same; and

WHEREAS, Resolution No. 2024-076A approved the adoption of the Vision Zero Comprehensive Safety Action Plan to ensure alignment with the Vision Zero Policy in the City's planning and designing of projects to reach the goal of zero traffic deaths and serious injuries by the year 2050; and

WHEREAS, the Vision Zero Comprehensive Safety Action Plan requires that all major revisions, including any substantive changes, be approved by the City Council; and

WHEREAS, the City Council finds it to be in the public interest to approve Amendment No. 1 to the Vision Zero Comprehensive Safety Action Plan;

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

SECTION ONE. That Amendment No. 1 to the Vision Zero Comprehensive Safety Action Plan is hereby approved. Said amendment being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Secretary is hereby authorized and directed to certify the approval of this resolution by the City Council.

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

Council members voting "AYE": _____

Council members voting "NAY": _____

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Deputy City Manager

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

NEW CSAP VULNERABLE ROAD USER (VRU) STRATEGY



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27.5

Exhibit A

PROTECTING OUR CITIZENS

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July 22, 2025

MIDLAND VISION ZERO IMPLEMENTATION PROGRESS REPORT

2025

JULY 2025

Prepared by
MICHELE HAGEMANN
STRATEGIC
PARTNERSHIPS
OFFICE



VISION ZERO
Safe Streets for Midland

INTRODUCTION

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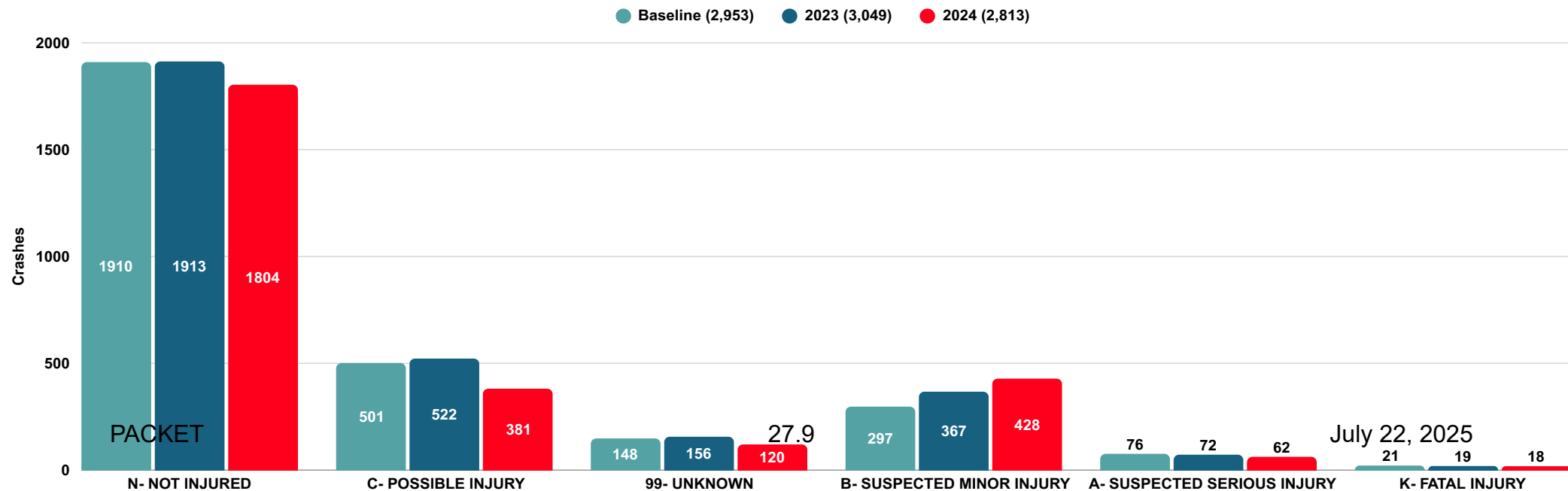
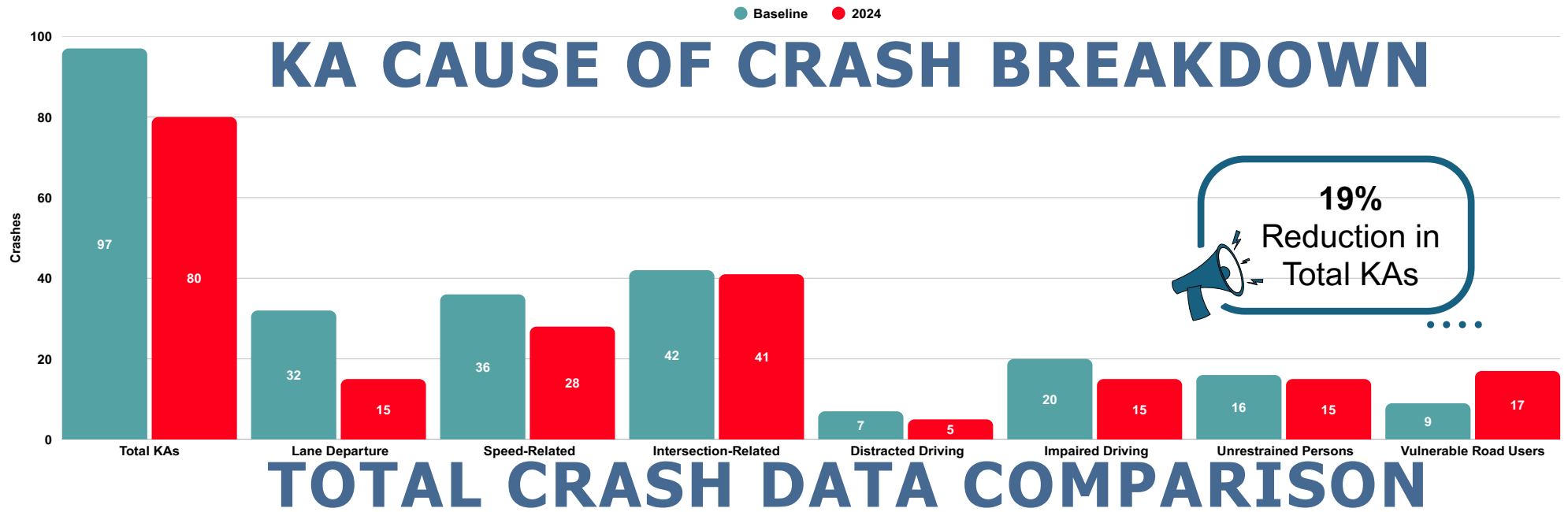
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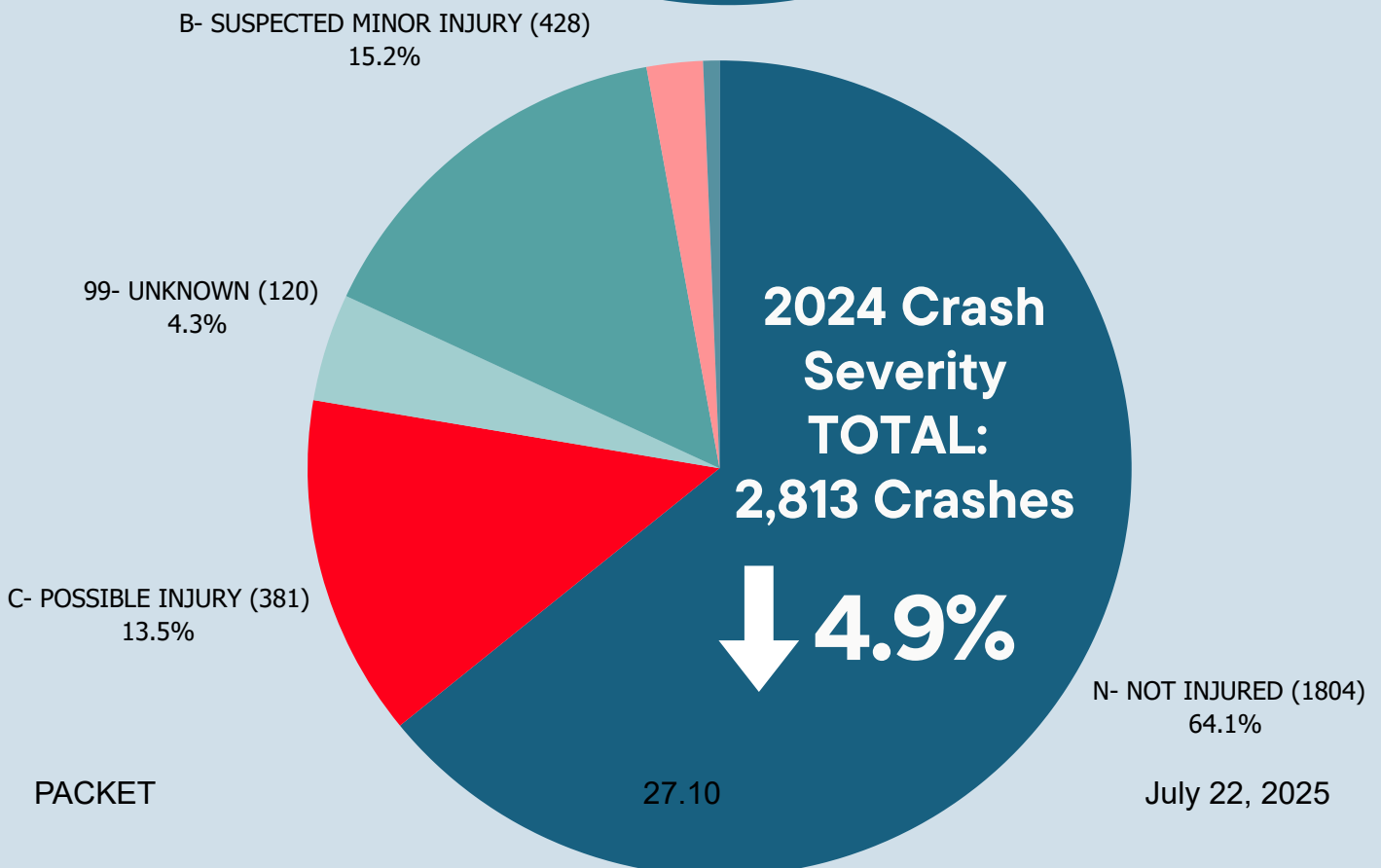
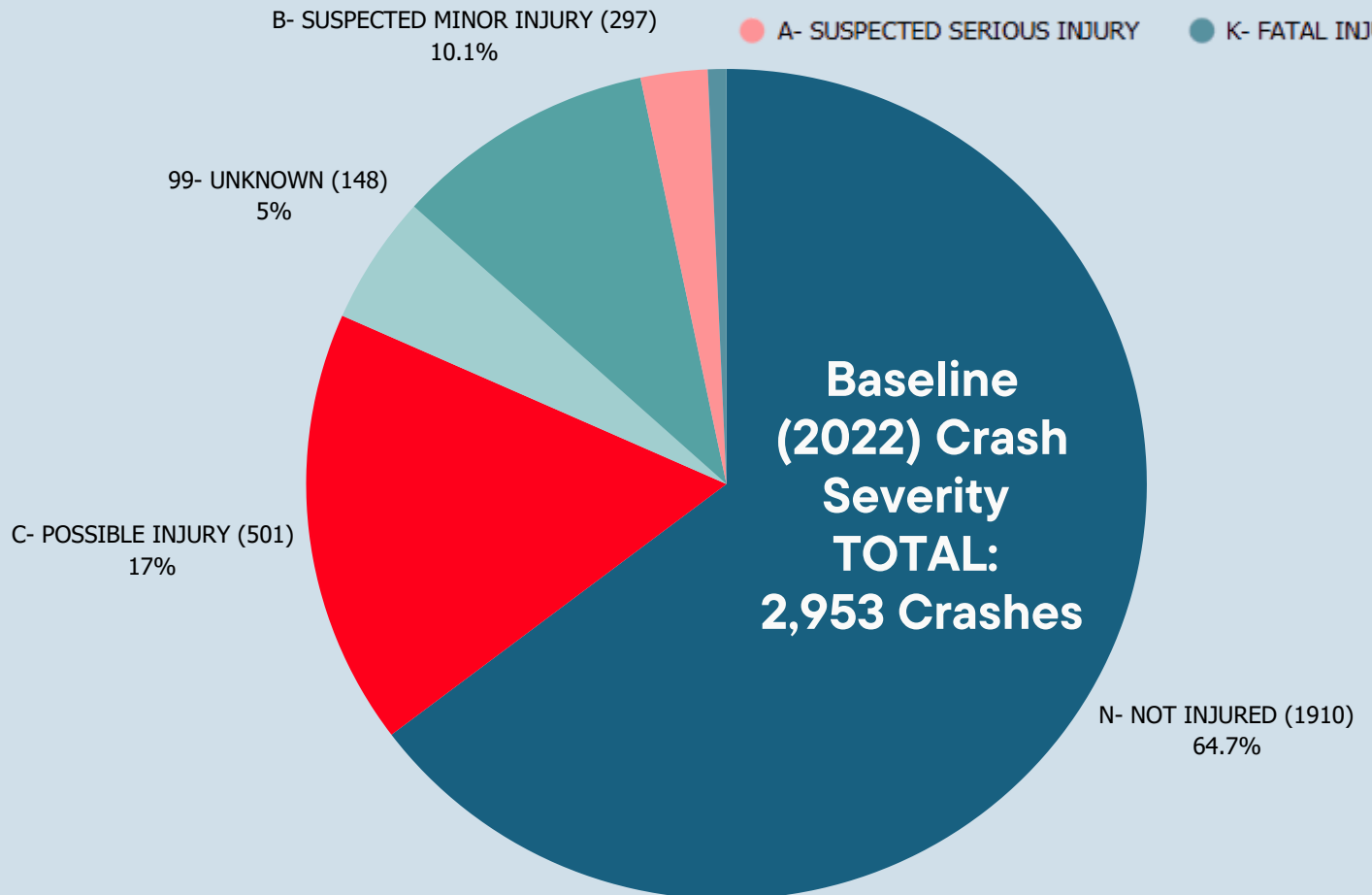
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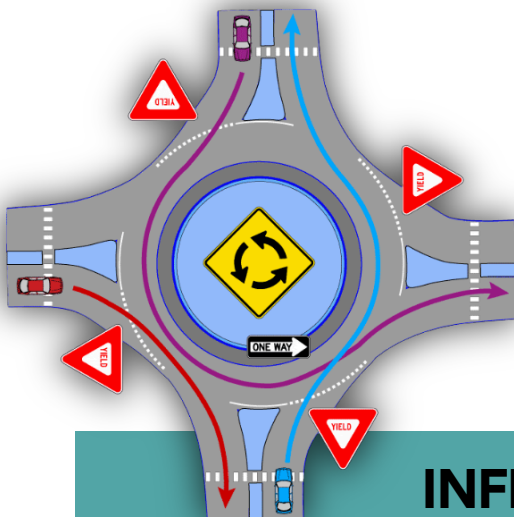
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PACKET

27.13

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Grant Funding (80%)

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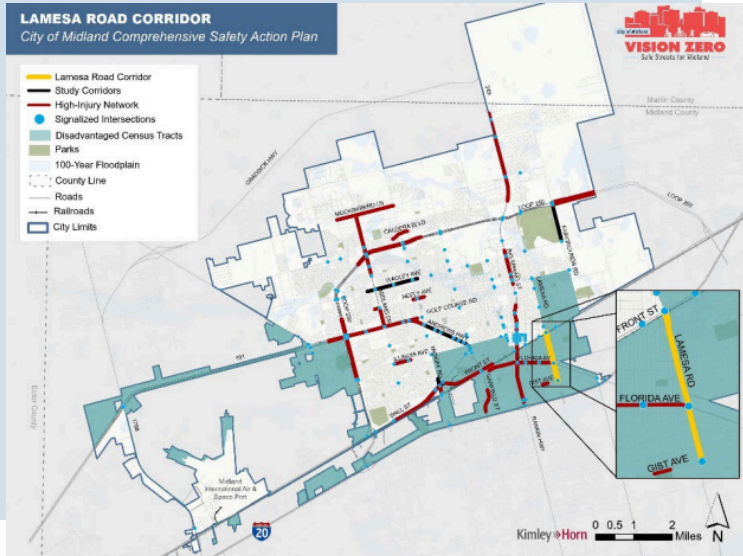
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LAMESA ROAD CORRIDOR
City of Midland Comprehensive Safety Action Plan



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July 22, 2025

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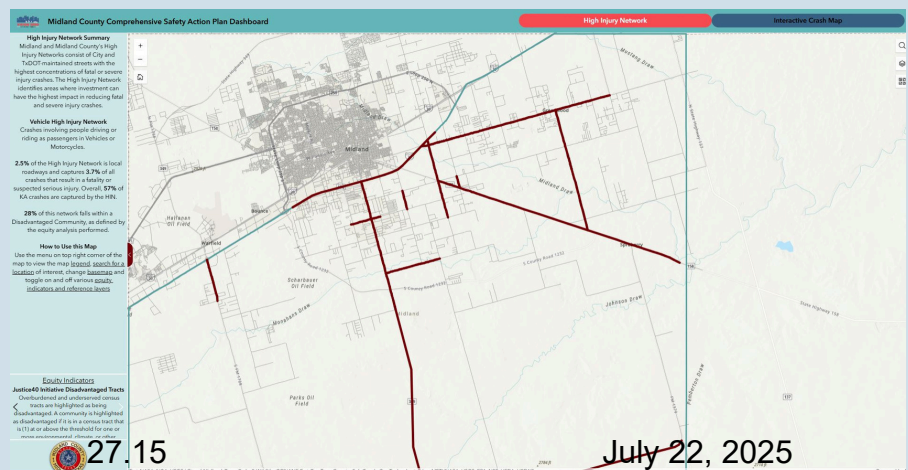
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Both the City and the County also work together to address growth and congestion in coordination with the PBMP and TxDOT Odessa District.





City Council Meeting

Item Number: 28
Meeting Date: July 22, 2025
To: City Council / City Manager
From: Carl Craigo, Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A RAW WATER SUPPLY CONTRACT BETWEEN THE CITY OF MIDLAND AND THE COLORADO RIVER MUNICIPAL WATER DISTRICT (DISTRICT: ALL) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

To authorize a long-term agreement for the continued purchase and delivery of raw, untreated water from the Colorado River Municipal Water District (CRMWD) to the City of Midland, ensuring a stable and reliable source of municipal water supply following the expiration of the existing 1966 contract.

Recommended City Council Action:

Approve

Fiscal Impact:

Pricing:

Tied to the highest per-thousand-gallon rate paid by the City of Odessa plus a Customer Risk Premium (1.5% of CRMWD investment divided by annual volume)

Additional Temporary Quantity pricing includes a 10% surcharge

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Background:

The City of Midland has purchased raw water from CRMWD since 1966 under a long-standing contract that is set to expire at the end of calendar year 2029. In anticipation of this expiration, CRMWD and the City have negotiated a new Raw Water Supply Contract that reflects updated legal and operational provisions while maintaining the City's access to essential municipal water supply sources.

Contract Summary:

Effective Date: October 1, 2030 (immediately following expiration of the 1966 Contract)

Term: 30 years with a potential 10-year extension upon mutual agreement

Annual Contract Quantity: 10 million gallons per day (MGD), separate from and in addition to water received under the Ivie Reservoir System Contracts

Delivery Points:

Primary: CRMWD meter near Paul Davis Well Field

Alternate: Terminal Pump Station (via Ivie pipeline system) upon agreement

Secondary: Midland Country Club for irrigation (up to 0.5 MGD)

Use Restrictions: Water must be used within Midland's service area for municipal purposes; resale is not permitted

Contract Obligations:

Compliance with TCEQ rules and reporting

Participation in water conservation and drought contingency planning

Responsibility for facilities and infrastructure at delivery points

Legal and Financial Implications:

All payments are considered operating expenses of the City's water system

Title to water transfers at the metering point

Rates are contractually deemed reasonable and non-discriminatory under applicable PUC and TCEQ rules

Provides for dispute resolution, indemnification, and force majeure protections

Pre & Out

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
A RAW WATER SUPPLY CONTRACT BETWEEN THE
CITY OF MIDLAND AND THE COLORADO RIVER
MUNICIPAL WATER DISTRICT**

WHEREAS, the City of Midland (the “City”) and the Colorado River Municipal Water District (the “CRMWD”) entered into that certain 1966 contract authorizing the purchase and delivery of raw, untreated water from the CRMWD to the City; and

WHEREAS, the City and the CRMWD seek to enter into a new contract to continue authorizing the purchase and delivery of raw, untreated water from the CRMWD to the City; and

WHEREAS, the City Council finds it to be in the public interest to approve the contract between the City and CRMWD for the purchase and delivery of raw, untreated water from the CRMWD to the City;

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

SECTION ONE. That the contract for the sale and delivery of raw, untreated water between the CRMWD and the City is hereby authorized and approved. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed to execute any such documentation necessary to effectuate the contract should it be required.

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:

Carl Craig, Utilities Director

APPROVED AS TO FORM ONLY:

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Utilities\2025\CRMWD Water Supply Contract

COLORADO RIVER MUNICIPAL WATER DISTRICT

RAW WATER SUPPLY CONTRACT

CITY OF MIDLAND

Effective October 1, 2030

CITY OF MIDLAND RAW WATER SUPPLY CONTRACT

THE STATE OF TEXAS

§

COUNTY OF HOWARD §

§

This Raw Water Supply Contract (“the Contract”) is made and entered into by and between the COLORADO RIVER MUNICIPAL WATER DISTRICT (“CRMWD” or the “District”), a conservation district created by Chapter 340, Acts of the Regular Session of the 51st Legislature, as amended (the “District Act”), pursuant to Article XVI, Section 59 of the Constitution of the State of Texas, with operating offices located in Big Spring, Howard County, Texas, and the City of Midland, Texas (“Midland”), a home rule municipality located in Midland County, Texas.

RECITALS

WHEREAS, CRMWD has impounded water in three reservoirs on the Colorado River (Thomas Reservoir, Spence Reservoir, and Ivie Reservoir), has developed various groundwater well fields and a raw water production facility, and has constructed a system of water supply lines and related infrastructure (collectively referred to as the “CRMWD System”) for the District’s principal purpose of furnishing the municipal water requirements of the Cities of Odessa, Big Spring, and Snyder, Texas (the “Member Cities”), and also furnishing municipal water supply to various other cities within the District’s West Texas service area, including Midland, that have contracted or may hereafter contract with the District; and

WHEREAS, as part of its development of water supplies to meet the long-term needs of its service area, Midland has been a wholesale municipal raw water customer of the District for many decades, initially pursuant to that certain City of Midland, Texas, Water Supply Contract entered into by and between CRMWD and Midland on May 10, 1966, as subsequently amended in 1995 (the “1966 Contract”), which remains valid and effective; and

WHEREAS, in addition to the 1966 Contract the District and Midland are also parties to that certain City of Midland Water Supply Facilities and Services Contract effective September 1, 1985, as subsequently amended, and along with other third parties the District and Midland are parties to that certain Stacy Reservoir Water Transmission Contract effective June 29, 1988, and the related Operations and Maintenance Contract for the O.H. Ivie Reservoir Pipeline System effective April 26, 1994, as subsequently amended (these contracts being collectively referred to herein as the “Ivie Reservoir System Contracts”), under which Midland has also contracted to receive a share of Ivie water supply and participate in cost-sharing for the infrastructure necessary to develop

and deliver raw water from Ivie Reservoir to the parties thereto, which is a water source distinct from the District water supplies purchased and sold under the 1966 Contract; and

WHEREAS, over the course of their performance under the 1966 Contract, the District and Midland have developed certain agreed parameters for operational flexibility in the delivery location of water supply thereunder under some circumstances, which flexibility the Parties desire to maintain for their mutual benefit; and`

WHEREAS, the District Act and other applicable Texas laws authorize the District and Midland to enter into a wholesale raw water supply contract, and the surface water rights owned by the District and the groundwater rights owned or leased by the District authorize use of the District's water supplies for municipal purposes and other uses of Midland and its water customers, as defined under applicable Texas law; and

WHEREAS, Midland desires to continue to purchase and receive raw water supply from the District for a portion of Midland's needs for municipal water use, and the District is able and willing to continue delivering and selling raw water supply to Midland, from sources and facilities within the CRMWD System in addition to those utilized under the Ivie Reservoir System Contracts (such other supply and sources collectively referred to herein as "System Water Supply"), in the quantities and subject to the terms and conditions set forth herein; and

WHEREAS, due to various operational and water resource changes and developments in governing law since the execution of the 1966 Contract, the District and Midland both desire to simplify and update the terms and conditions pursuant to which Midland will continue to purchase System Water Supply from the District following the expiration of the 1966 Contract, and for that purpose the Parties have negotiated and drafted this new Contract to reflect those modified agreed terms and to be effective for an additional term of years; and

WHEREAS, the District's Board of Directors on _____, 2025, approved the execution of this Contract; and

WHEREAS, Midland, by action of its City Council on _____, 2025, approved and authorized the Midland Mayor to execute this Contract;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration herein recited, the sufficiency of which is hereby acknowledged, the District agrees to sell and deliver and Midland agrees to buy and receive Raw Water upon the terms and conditions herein set forth, with the terms of the Recitals above incorporated as part of this Contract, and it is agreed as follows:

SECTION 1. DEFINITIONS

In addition to the terms defined in the Recitals hereto and within the other terms and conditions of this Contract, the following terms shall have the following meanings when used in this Contract:

1. Additional Temporary Quantity - refers to an amount of surplus raw water supply above and beyond the Annual Contract Quantity, which from year to year the District may make available and sell to Midland under this Contract, as further described in Section 2(d).

2. Alternate Delivery Point - refers to the existing metered location being part of Midland's water system that may sometimes be used for delivery of Raw Water under this Contract, as provided under Section 4(b) and shown on Exhibit A.

3. Annual Budgeted Volume - the total volume of Raw Water allocated to Member Cities and System Water Supply Customers in the annual budget of the District. Not inclusive of Ivie System Water Supplies to the City of Midland or City of San Angelo.

4. Annual Contract Quantity - the maximum volume of Raw Water that Midland is entitled to receive from the District during a Fiscal Year under this Contract, as further described in Section 2(a).

5. Billing Day - For the purpose of billing and accounting for water delivered or made available under this Contract, the day shall begin at 9:00 o'clock a.m., Central Standard Time (CST), and shall extend to 9:00 o'clock a.m., CST, on the following day.

6. Billing Month - Billing Month as used in this Contract shall begin at 9:00 o'clock a.m. CST, on the first day of the calendar month and shall extend to 9:00 o'clock a.m. CST, on the first day of the following calendar month.

7. Delivery Point - the connection location provided for in Section 4 below and shown on Exhibit A, at which the District delivers Raw Water to Midland from the CRMWD System under this Contract.

8. District Investment - The amount of investment by the District into the CRMWD System, including but not limited to, net infrastructure, land, water rights, capital assets, and working capital, as determined by CRMWD and adjusted from time to time.

9. Fiscal Year - The District's fiscal year is from October 1st to September 30th of the following year. The District, at its option, may change its fiscal year from time to time.

10. GPM - an abbreviation for gallons per minute.

11. Maximum Daily Quantity - the maximum amount of Raw Water, in terms of total million gallons per day (MGD), that the District is obligated to make available to Midland under this Contract, as further described in Section 2(c).

12. MGD - an abbreviation for million gallons per day.

13. Municipal Use - means the use of potable water within a community or municipality and its environs for domestic, recreational, commercial, or industrial purposes or for the watering of golf courses, parks and parkways, or other public or recreational spaces, as defined in Section 297.1 of TCEQ's Rules.

14. Parties - the entities signing this Contract, each being referred to as a "Party" and referred to collectively as the "Parties."

15. Raw Water - non-potable raw untreated water available from any part, or combination of source(s), that comprise the System Water Supply.

16. TCEQ - an abbreviation for the Texas Commission on Environmental Quality, and intended also to refer to any predecessor or successor agency of TCEQ. TCEQ's Rules as referenced in this Contract are found at Title 30, Texas Administrative Code.

SECTION 2. QUANTITY

a. Subject only to Section 11, Section 12, Section 23, and other applicable provisions of this Contract, the District agrees to make available, deliver and sell to Midland, at the delivery locations described in Section 4 below, and Midland agrees to purchase and receive at those locations, a quantity of Raw Water for Municipal Use of an average daily quantity of ten (10) million gallons per day (MGD) (the "Annual Contract Quantity"), in accordance with the terms and conditions set out in this Contract.

b. The Parties acknowledge and agree that the Annual Contract Quantity to be delivered and sold pursuant to this Contract is separate from, and cumulative of, the amount of raw water supply that Midland purchases from the District pursuant to the Ivie Reservoir System Contracts, which other supply is governed by the terms and conditions of those separate agreements.

c. The Annual Contract Quantity shall be delivered by the District and received by Midland at a uniform rate during each Fiscal Year as is consistent with Midland's use pattern, and any Midland usage above such uniform rate shall be supplied from Midland's other sources of raw water supply. In addition to the provisions of Section 2(a) above governing the Annual Contract Quantity, the District's obligation to deliver Raw Water to Midland under this Contract shall also be limited to the amount of twelve (12) MGD each Billing Day (the "Maximum Daily Quantity"), which is Midland's daily peak flow rate under this Contract; provided, however, that upon written request by Midland's authorized representative, the District's General Manager in their sole discretion may authorize Midland to take more than the Maximum Daily Quantity in a Billing Day, for a period not

to exceed thirty (30) consecutive Billing Days, if the District's General Manager determines that exceeding Midland's daily peak flow rate for that period does not compromise the operation of the CRMWD System or the District's other municipal requirements. Subject to the limits on Annual Contract Quantity and Maximum Daily Quantity set out in this Section 2, the District shall deliver Raw Water to Midland under this Contract at the daily rate requested by Midland.

d. Upon written request by Midland's authorized representative, the District's Board in its sole discretion may determine from year to year, based upon the recommendation of the District's General Manager, that some additional quantity of Raw Water, in excess of the Annual Contract Quantity and up to the amount requested by Midland (the "Additional Temporary Quantity"), can feasibly be produced and delivered to Midland for that year from the System Water Supply, over and above the amount of raw water needed from such District sources to meet the District's then current municipal requirements and other contractual commitments supplied from the CRMWD System. In the event of any such District determination of an Additional Temporary Quantity available for purchase by Midland under this Section 2(d), thereafter the District's General Manager shall have the sole discretion to limit the time period, daily maximum delivery rate, and other such terms and conditions governing delivery of the Additional Temporary Quantity.

e. Pursuant to 30 Tex. Admin. Code § 295.101(b)(5), the effectiveness of this Contract is dependent upon the Parties' compliance with 30 Tex. Admin. Code § 295.101 and Subchapter J, Chapter 297 of TCEQ's Rules. Promptly following the Execution Date, the District will file a copy of this Contract with the Commission, in accordance with 30 Tex. Admin. Code § 297.101. Each Party shall be responsible for reporting its annual water use under the CRMWD System water rights in connection with this Contract, as required under TCEQ's Rules or other applicable law.

SECTION 3. RAW WATER QUALITY

RAW WATER THAT THE DISTRICT OFFERS TO SELL AND DELIVER TO MIDLAND IS NON-POTABLE, RAW, AND UNTREATED, AND WILL BE SUBSTANTIALLY THE SAME IN QUALITY AS THE WATER DELIVERED BY THE DISTRICT TO ITS MEMBER CITIES UNDER THEIR CONTRACTS WITH THE DISTRICT. MIDLAND HAS SATISFIED ITSELF THAT SUCH WATER IS SUITABLE FOR ITS MUNICIPAL, DOMESTIC, AND OTHER NEEDS. THE DISTRICT SHALL NOT BE OBLIGATED TO TREAT IN ANY MANNER ANY RAW WATER MADE AVAILABLE BY THE DISTRICT AND RECEIVED BY MIDLAND UNDER THIS CONTRACT. THE DISTRICT EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE QUALITY OF THE RAW WATER OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. THE DISTRICT EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS. MIDLAND ACKNOWLEDGES THAT NO WARRANTIES, EXPRESS OR IMPLIED, EXIST REGARDING THE RAW WATER TO BE PURCHASED FROM THE DISTRICT, AND AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER OFFERED FOR SALE AS PROVIDED BY

THIS CONTRACT SHALL NOT ENTITLE MIDLAND TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS AS PROVIDED BY THIS CONTRACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS CONTRACT.

SECTION 4. DELIVERY POINT

a. Subject to the provisions of subsection 4(b) below, the Delivery Point for Raw Water sold to Midland under this Contract shall be at the same metered point at which Midland's water supply purchased and received under the 1966 Contract has been delivered by the District, such point being located at the intersection of the District's existing water supply pipelines from its Martin County Well Field, and the City's water supply pipeline from the Paul Davis Well Field, such intersection being located in Midland County near the west line of Section 5, H.P. Hillard Survey, Block X; provided, however, that if in the future the Parties' representatives mutually agree that this Delivery Point should be relocated to some different, mutually beneficial location, then facilities for such new Delivery Point will be constructed in accordance with the terms of Section 4(d) and Section 8 below, and once operational that new location and facilities shall thereafter become the Delivery Point for all purposes under this Contract. The Delivery Point is shown on Exhibit "A" attached hereto and incorporated as part of this Contract.

b. Notwithstanding the established Delivery Point used in performance of this Contract, the Parties acknowledge and agree that under some circumstances and depending on the source(s) of System Water Supply then being relied on by the District for this Contract, it is more economical and cost-efficient for the District to deliver some or all of the Raw Water under this Contract through Midland's existing pipeline facilities leading to Midland's treatment plant (referred to herein as the "Midland Delivery Facilities," and shown on Exhibit A) and being the same facilities and location through which the District delivers Midland's water supply under the Ivie Reservoir System Contracts. The Parties agree that the existing metered location at the Terminal Pump Station connecting to these Midland Delivery Facilities may be used as the "Alternate Delivery Point" under this Contract, as provided in this Section 4(b) and subject to other terms and conditions of this Contract. Specifically, the District's General Manager may notify Midland, from time to time, of the District's intention to deliver some or all of the Raw Water at the Alternate Delivery Point, with such notice reasonably describing the quantity and duration of time proposed for such deliveries. Midland understands and agrees that it shall have the right to refuse, in its sole discretion, any such proposed delivery at the Alternate Delivery Point, by providing a written response to the District within thirty (30) calendar days after the date of the General Manager's notice under this subsection. Midland's failure to timely respond as provided herein shall be deemed its consent to the proposed use of the Alternate Delivery Point; provided, however, consent by Midland for a particular proposed use of the Alternate Delivery Point shall not be considered as its consent for any indefinite or subsequently proposed use under this subsection.

c. Under circumstances and to the extent the District delivers part of the Raw Water under this Contract at the Alternate Delivery Point, as provided under subsection 4(b) above, the Parties acknowledge that the amount of supply delivered under this Contract (referred to as the "System Water Supply") must be distinguished from the amount of supply delivered to Midland at that same location pursuant to the Ivie Reservoir System Contracts (referred to as the "Midland Ivie Water"). For that purpose, the Parties agree that the method of calculating each of these portions of water supply delivered by the District through the Midland Delivery Facilities shall be as follows:

Midland Ivie Water = Terminal Meter - (Monthly Contract Quantity - Delivery Point Quantity)

and

System Water Supply = Terminal Meter - Midland Ivie Water

Where:

Midland Ivie Water = the monthly quantity (in thousand gallon units) of water taken by and chargeable to Midland under the Ivie Reservoir System Contracts.

Terminal Meter = the total monthly quantity (in thousand gallon units) of water passing through the 36" "Midland Meter" located at the Terminal Pump Station, said Midland Meter also being the Alternate Delivery Point referenced above.

Monthly Contract Quantity = 1/12 portion of the Annual Contract Quantity (in thousand gallon units).

Delivery Point Quantity = the total monthly quantity (in thousand gallon units) of water passing through the District's 30" meter located adjacent to Midland's treatment plant, which may be a mixture of water from any components of System Water Supply as defined by the terms and conditions of this Contract

System Water Supply = the total monthly quantity (in thousand gallon units) of water delivered to the City of Midland under this Contract, which may be a mixture of water from any components of System Water Supply as defined by the terms and conditions of this Contract.

d. Midland agrees to construct, maintain, operate, repair and replace, at its own sole cost and expense, at the Delivery Point and at the Alternate Delivery Point all equipment and facilities necessary for Midland to receive the Raw Water delivered from the CRMWD System pursuant to this Contract. Midland further agrees to grant and convey to the District any necessary easements and rights-of-way in the public streets, roads and alleys, and other public property of Midland as may be required for installing,

operating, maintaining, repairing or replacing any of the District's water supply pipelines or other facilities used to deliver Raw Water to the Delivery Point..

SECTION 5. SECONDARY DELIVERY POINT – MIDLAND COUNTRY CLUB

a. At the City's request the District has provided an additional delivery point to provide raw water for irrigation purposes to the Midland Country Club.

b. The location of the Midland Country Club point of delivery is a flow meter installed on the District's 33-inch raw water transmission line approximately one mile west of State Highway 349 in Midland.

c. The District agrees to operate and maintain, at the secondary point of delivery, the necessary equipment for measuring the quantity of water delivered to the City at the Midland Country Club secondary point of delivery.

d. If electrical power is required for the operation and maintenance of the metering equipment furnished by the District, the City agrees to make available and furnish electric power to the District at the secondary point of delivery at no cost to the District.

e. It is anticipated that the City will require water at the secondary point of delivery on an intermittent basis with a maximum expected daily usage of 500,000 gallons.

f. Any water furnished to the Midland Country Club will be considered a part of the Contract Quantity as set out in Section 2 and billed to the City.

g. Because of the flexibility of the District's raw water transmission system the District can deliver water to the point of delivery defined in Section 4.a. from several sources. However, there may be times, including prolonged periods, when water is not available at the secondary point of delivery. The City and the District agree that the District is not obligated to adjust its system operation to make water available at the secondary point of delivery. The City has satisfied itself that the available water supply and pressure from the District's system will meet its needs.

h. The City is responsible for complying with any TCEQ or other regulatory agency requirements to provide an adequate positive back flow prevention device (air gap connection) and to make sure there are no cross connections which would allow irrigation water or water from other sources to flow back into the District's public raw water transmission system. The City shall provide certification to the District from a Licensed Professional Engineer that the backflow prevention device installed meets the minimum requirements of the TCEQ or other regulatory agencies and that there are no cross connections between the air gap connection and point of delivery at the Midland Country Club.

i. The City recognizes that sudden changes in operational pressures in

water pipelines can cause water surges or water hammers, which can damage the City's and District's facilities. The City agrees to furnish, install, operate and maintain, at its own expense, slow opening and closing valves to receive water from the District's System at the Midland Country Club secondary point of delivery to prevent water surges or water hammers.

SECTION 6. TERM OF CONTRACT; TERMINATION

This Contract shall remain in force and effect for a period of thirty (30) years beginning on the Effective Date stated in Section 35 below and continuing through the end of the District's Fiscal Year in which that thirty-year anniversary occurs, unless this Contract is terminated sooner by the written mutual agreement of the Parties or this Contract is otherwise terminated earlier pursuant to its terms. At the end of the thirty (30) year term and upon written notification to the District, the City will have the option to extend the Contract for an additional ten (10) years in accordance with this Section 6. At least thirty-six (36) months prior to the end of the thirty (30) year term, if the City intends to renew this Contract, City shall provide written notice to the District. Payment Terms for the ten (10) year extension will be negotiated at the time of renewal, and the Contract shall only be renewed if Payment Terms are agreed to by both the District and the City prior to the expiration of the original thirty (30) year term. Midland acknowledges and agrees that the District has no obligation to extend or renew the term of this Contract and that Midland will have no entitlement to receive Raw Water from the District after the thirty-year term and ten-year extension if extended of this Contract. If the District issues bonds to fund system improvements to serve Midland, and revenues from Midland are pledged to such bonds, Midland agrees that the District may extend the terms of this Contract until all bonds, including any bonds issued to refund same, shall have been paid in full and shall also remain in force thereafter throughout the useful life of the improvements.

SECTION 7. PURPOSE AND PLACE OF USE

Except as provided under Section 5 of this Contract, Midland shall use Raw Water purchased from the District under this Contract only for Municipal Use or for uses by Midland's subsequent water customers that are within the authorized scope of the District's surface water rights and groundwater rights as part of the CRMWD System, and only for such uses within Midland's authorized water service area. Midland acknowledges and agrees that under no circumstances is Midland authorized to resell Raw Water delivered by the District pursuant to this Contract to any other person or entity, for any purpose, except as provided in Section 5 of this Contract.

SECTION 8. FACILITIES FOR DELIVERING RAW WATER

a. The District will provide, own, operate, and maintain a meter at the Delivery Point to measure the quantity of Raw Water delivered under this Contract, and that meter and any other related equipment installed for this purpose shall be the property of the District. In the event electric power is required for the operation of control devices and/or telemetering equipment required for use of the Delivery Point under this Contract,

Midland, at its sole expense, shall make available and supply to the District electric power at the Delivery Point.

b. The Parties acknowledge that, under circumstances when the District is delivering some of the Raw Water sold to Midland under this Contract at the Alternate Delivery Point as provided under Section 4 above, this additional amount of flow through the Midland Pipeline may exceed the gravity flow capacity of the Midland Delivery Facilities and therefore necessitate the use of one or more Midland pumps, resulting in increased costs for electric power to operate the Midland Pump Station. Accordingly, the Parties agree that for any calendar month during which (i) the District is using the Alternate Delivery Point with Midland's agreement, as provided under Section 4(b), and (ii) Midland's receipt of water under the Ivie Reservoir System Contracts does not exceed the flow rate of fifteen (15) MGD, the District shall reimburse Midland for a proportional share of the electric power bill required to operate the Midland Pump Station for that month, using one or more Midland pumps, under the formula set out below.

Midland Share = Monthly Minimum Bill

District Share = Total Monthly Bill - Monthly Minimum Bill

Where:

District Share = the total dollar value to be paid by the District for each month during which the conditions set forth in Section 8(b) are satisfied.

Total Monthly Bill = the monthly total dollar value of the utility bill sent to Midland for operation of their portion of the Terminal Station.

Midland Share = the total dollar value to be paid by Midland each month for the operation of the Terminal Pump Station. This value is equal to the Monthly Minimum Bill for this station.

Monthly Minimum Bill = the total dollar value of the most recent monthly electric bill for operation of the Terminal Pump Station assessed for a month during which no Midland pumps were in operation.

For any month during the term of this Contract for which the District's cost share obligation under this Section 8(b) is triggered, Midland shall calculate the District Share of the Total Monthly Bill for that month, and send a billing statement to the District no later than the last day of the following calendar month. The District agrees to reimburse Midland for the District Share set out in the billing statement, within 30 days after receipt of the billing statement. Midland agrees, upon the District's request, to provide background documentation regarding any such Total Monthly Bills and Midland's calculation of the District Share to be reimbursed.

SECTION 9. MEASUREMENT OF RAW WATER DELIVERED

Midland shall have access at all reasonable times to the District's metering equipment described in Section 8(a) above. Only the employees or agents of the District shall maintain, calibrate, and adjust the District's metering equipment. For the purpose of this Contract, the original records or readings of the District's meter shall be the journal or other record book of the District in its office in which the records of the employees or agents of the District who take the readings are, or may be, transcribed. Upon written request by Midland, the District will give Midland a copy of such journal or record book, or permit Midland to have access to the same in the office of the District during reasonable business hours.

The District will notify Midland of the time and date of any installation, replacement, or calibration of any metering equipment used by the District in performance under this Contract and Midland, if it so desires, may have its representative present to witness the installation, replacement, or calibration of such metering equipment. In the event adjustments to the metering equipment become necessary to bring the metering equipment into the acceptable degree of accuracy ($\pm 2\%$), the District will notify the Midland Utility Director at least forty-eight (48) hours in advance of the time and date of such adjustments and Midland, if it so desires, may have its representative present to witness any adjustments to the metering equipment as may be required. If a representative of Midland is not present at the time and date set for installation, replacement, calibration, or adjustment of said metering equipment, the District may proceed in the absence of any representative of Midland. At any time when it has been determined that the accuracy of the metering equipment is more than two percent ($\pm 2\%$) in error, either Party may call to the attention of the other Party such inaccurate conditions and the District will, as soon as practicable, make arrangements to correct the conditions. Adjustments in the quantity of water measured during the period when the meter was not accurately measuring the quantity of water delivered, if such period can be determined, shall be agreed to by authorized representatives of the District and Midland; provided, however, that no such adjustment period shall be retroactive for more than two billing periods.

Midland reserves the right to install, operate and maintain a check meter at its own expense; provided, however, that Midland acknowledges and agrees that the measurement of water for the purposes of this Contract shall be solely by the District's meter, unless the Parties' designated representatives determine otherwise by mutual written agreement. Any adjustment to Midland's check meter shall be made only after the District has been notified, so that the adjustment is performed in the presence of the District's representative. In the event Midland notifies the District that it contemplates making adjustments to its check meter at a certain date and time, and the District's representative fails to appear at the designated date and time, Midland may proceed with its adjustments in the absence of the District's representative.

Midland shall have the right, not more than two (2) times per Fiscal Year, to request the District to test the District's meter(s) used in performance of this Contract. Within a reasonable time after receiving a request to test its meter(s), the District shall conduct the

test. Midland shall be given the opportunity to have its representative present during any such test. In the event the test indicates that the meter is operating within the range of accuracy required by this Contract, then Midland shall reimburse the District for the cost of the test. In the event the test indicates that the meter is not operating within the range of accuracy required by this Contract, then the cost of the test shall be borne by the District.

SECTION 10. UNIT OF MEASURE

The unit of measurement for Raw Water delivered under this Contract shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

SECTION 11. PRICE FOR RAW WATER; BILLING AND PAYMENT

a. Price for Raw Water

Midland will pay for the full Annual Contract Quantity each year plus any additional Temporary Quantity of Raw Water taken pursuant to Section 2(d) above. The price to be paid for the Annual Contract Quantity of Raw Water during the term of this Contract, whether delivered at the Delivery Point or the Alternate Delivery Point as provided under Section 4 above, shall be the highest price per thousand gallons that the District's Member City of Odessa pays the District for raw water delivered from the CRMWD System during the current Fiscal Year, plus a Customer Risk Premium. The Customer Risk Premium will be calculated by the District on an annual basis as 1.5% of the District Investment divided by the Annual Budgeted Volume.

In the event that Midland, in any particular year during the term of this Contract, takes any Additional Temporary Quantity of Raw Water pursuant to Section 2(d) above, then the price for any such additional water sold and delivered under that provision shall be the same unit price charged for the Annual Contract Quantity (City of Odessa's Current Rate plus the Customer Risk Premium) under the first paragraph of this Section 11(a), plus an additional ten (10) percent.

The rates (or any future rate adopted by the District's Board) set out in this Section 11(a) are incorporated herein by reference, are a material term of this Contract, and the Parties stipulate that any rate charged hereunder is "charged pursuant to a written contract" within the meaning of 16 TEX. ADMIN. CODE § 24.307, or any successor provision thereto. Midland further stipulates and agrees that the rates charged pursuant to this Contract are just, reasonable, without discrimination and do not adversely affect the public interest, within the meaning of the Texas Water Code and the rules of the Public Utility Commission of Texas or any agency succeeding to its jurisdiction.

For example, for Fiscal Year 2025 the District's calculated cost of water to the City of Odessa was \$2.37 per 1,000 gallons.

The Customer Risk Premium is calculated as follows:

*District's Investment (\$1,000)	Multiplied by 1.5% Risk Premium	Divided by Budgeted Volume (1,000 gal)	Customer Risk Premium (per 1,000 gal)
\$337,594	\$5,064	/ 16,000,988	\$0.32

*The District's Investment includes net infrastructure (plant in service), land, water rights and working capital (dollars held as operating liquidity to manage day-to-day expenses of business; calculated at 45 days, or 1/8th, of O&M expenses per Public Utility Commission of Texas Commission rules). These numbers are sourced from the last Annual Comprehensive Financial Report of the District. For Fiscal Year 2025 this includes \$264,073,871 of infrastructure, \$22,646,171 of land, \$3,877,391 in other capital assets, and \$2,616,560 in working capital.

Midland's Fiscal Year 2025 Cost = \$2.37 + \$0.32 = \$2.69 per 1,000 gallons.

b. Payment by Midland

The District shall bill Midland monthly for the amounts due to the District under this Contract for the preceding Billing Month, including (i) an amount equal to a one-twelfth portion of the Annual Contract Quantity times the unit price set forth in the first paragraph of Section 11(a); and (ii) for any Additional Temporary Quantity of Raw Water actually delivered to Midland during the preceding Billing Month, an amount based on that metered quantity of Raw Water delivered times the unit price set forth in the second paragraph of Section 11(a). The District will bill Midland on or before the tenth day of each calendar month. Midland will remit payment in full to the District no later than twenty (20) days after the billing date. All sums due and owing under this Contract shall be payable at the District's office in Big Spring, Howard County, Texas. Midland agrees that in the event it disputes any portion of the charges on the monthly billing statement, Midland will timely pay any disputed amount in accordance with this Section 11(b).

c. Settle-Up

Because Midland will be billed each month for a proportional one-twelfth portion of the Annual Contract Quantity, as provided under this Section 11, the Parties agree to determine the total amount actually due and owing to the District from Midland each Fiscal Year. After the close of each Fiscal Year, the District will total the monthly payments received from Midland for the Billing Months comprising that completed Fiscal Year. If the total amount paid to the District by Midland for the metered quantity of Raw Water actually delivered during that completed Fiscal Year is less than the applicable price during that Fiscal Year times the Annual Contract Quantity (plus the charges for any Additional Temporary Quantity delivered during that Fiscal Year, if applicable), the amount of any such underpayment shall be added to Midland's next monthly bill, and thereafter shall be due and owing pursuant to Section 11(b) above.

d. Examination of Records

Upon written request by Midland, the District will give Midland copies of records kept by the District used in calculating and determining fees assessed under Section 11 of this Agreement, or permit Midland to have access to the same in the office of the District during reasonable business hours.

SECTION 12. SOURCE AND ADEQUACY OF SUPPLY

CRMWD shall at all times have the option, at the District's sole discretion, of furnishing the Raw Water to be made available to Midland under this Contract from any component(s) of the District's System Water Supply, including surface water sources, groundwater sources, reclaimed water sources, or any blend of any of these sources. The Parties expressly acknowledge and agree that this System Water Supply includes the District's own share of water supply from the Ivie Reservoir, as distinct from Midland's share of that supply under the Ivie Reservoir System Contracts.

The Parties acknowledge and agree that this Contract is merely an agreement to require the District to make available Raw Water when and if such water is present in the CRMWD System, and to allow Midland to take such available water subject to the general law on distribution and allocation of water during shortages of supply and in conformity with the District's surface water rights from the TCEQ and the District's adopted then current Drought Contingency Plan.

The District covenants that it will use its best reasonable efforts to remain in a position to furnish Raw Water in the Annual Contract Quantity to Midland under the terms of this Contract; provided, however, the District's agreement to provide Raw Water to Midland shall not be deemed a guarantee on the District's part that any particular quantity of Raw Water will be available at any given time. Midland acknowledges and agrees that the quantity of Raw Water made available under this Contract shall at all times be subject to the right of the District to limit or curtail the quantity of such water made available, by an amount and for such period of time as the District in its sole judgement may deem necessary, in order (i) to address drought or emergency water shortage conditions, as provided under the District's adopted then current Drought Contingency Plan; (ii) to comply with any order of any court or administrative body having appropriate jurisdiction over the District's operations; or (iii) in accordance with the other terms and conditions of this Contract.

In the event of any drought stage for which the District's adopted then current Drought Contingency Plan provides for pro rata water allocation, the Parties acknowledge and agree that the amount of Raw Water determined to be available to Midland from the CRMWD System shall be rationed pro rata among Midland and other District customers with contracts for raw water supplied from the CRMWD System, in accordance with Texas Water Code § 11.039, and with the provisions in the District's other existing raw water supply contracts.

Notwithstanding any other provisions of this Contract, the Parties agree that the District shall never be responsible to Midland for any lost revenue or other consequential damages incurred by Midland resulting from the District's inability to maintain a full or constant supply of Raw Water to Midland.

SECTION 13. TITLE TO RAW WATER

The District agrees to make Raw Water available from the CRMWD System, and Midland acknowledges and agrees that it acquires no rights or interests in any of the District's water supply sources that comprise the CRMWD System above and beyond those rights that accrue to it as a wholesale raw water customer of the CRMWD System under this Contract, or under Midland's separate Ivie Reservoir System Contracts. Title to all Raw Water supplied under this Contract shall remain in the District up to the Delivery Point or the Alternate Delivery Point, as applicable, and upon passing through the delivery meter title to such water shall pass to Midland. Each of the Parties hereto shall be responsible for and agree to save and hold the other Party harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation, delivery, use and disposal of said water while title remains in such Party.

SECTION 14. WATER CONSERVATION AND DROUGHT CONTINGENCY PLANNING

Midland agrees to cooperate with the District in its efforts to develop, promote and implement plans, programs, and rules to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, or increase the recycling and reuse of water. Midland further agrees that it shall maintain and operate its facilities in a manner that will prevent unnecessary waste of water.

Midland acknowledges and agrees that, as required under Texas law and CRMWD's adopted water conservation plan (the "District WCP"), as a condition of this Contract Midland shall develop, adopt and implement a water conservation plan (the "Midland WCP") that satisfies all applicable requirements under TCEQ's Rules and the District WCP, as revised from time to time. Midland further acknowledges and agrees that, as a wholesale raw water customer of the District, it is obligated to implement and comply with, at its sole expense, all provisions of the then current District WCP approved and of record at TCEQ, and is subject to enforcement by the District as provided therein. The Parties agree that each of them will promptly provide the other with a copy of any subsequent amendments or updated versions of the District WCP or the Midland WCP, as applicable and when submitted to TCEQ, that may be adopted during the term of this Contract.

Midland acknowledges and agrees that, as required under Texas law applicable to retail public water suppliers, Midland shall develop and adopt a drought contingency plan (the "Midland DCP") that satisfies all applicable requirements under TCEQ's Rules or other governing authority, as revised from time to time. Midland further acknowledges and agrees that, as a wholesale raw water customer of the District, it is obligated to

implement and comply with, at its sole expense, all provisions of CRMWD's then current adopted drought contingency plan (the "District DCP"), and is subject to enforcement by the District as provided therein.

Over the term of this Contract, Midland will periodically revise and update the Midland WCP and the Midland DCP and submit the same to the District, on a schedule corresponding to Midland's five-year updates of the Midland WCP and the Midland DCP, in order that Midland's adopted plans remain compliant with TCEQ's then current regulatory requirements for water conservation plans and drought contingency plans, and remain consistent and compliant with the District's adopted plans, as revised from time to time. Midland agrees to cooperate and provide information, upon the District staff's request, as necessary or useful in the District's compliance with water use and conservation implementation reporting requirements applicable to the District and its wholesale raw water customers. Midland further acknowledges and agrees that, in the event of any future changes in Texas law or TCEQ Rules that may modify or create different planning or reporting requirements for Midland as a retail public water supplier, Midland will comply with any such requirements.

SECTION 15. PLEDGE OF REVENUE; CONTINUING DISCLOSURES

Midland represents and covenants that all payments to be made by Midland to the District under this Contract, including any regular monthly payments, reimbursements or payments for other charges, shall constitute reasonable and necessary "operating expenses" of its system as defined under Chapter 1502 of the Texas Government Code, and that all such payments will be made from the revenues of its water system. Midland represents and has determined that the raw water supply to be obtained from the District is absolutely necessary and essential to the operation of its water system during the term of this Contract, and accordingly, all payments required by this Contract to be made by Midland shall constitute reasonable and necessary operating expenses of Midland's system or systems as described above with the effect that the obligation to make such payments from revenues of such system or systems shall have priority over any obligation of Midland to make payments from such revenues, whether of principal, interest, or otherwise, with respect to all bonds heretofore or hereafter issued by Midland.

Midland agrees throughout the term of this Contract to continuously operate and maintain its water system and to fix and collect such rates and charges for water services to be supplied by its water system as will produce revenues in an amount equal to at least (i) all of its payments under this Contract, and (ii) all other amounts as required by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations payable from revenues of its water system, now or hereafter outstanding.

Unless otherwise specifically provided in writing by subsequent agreement between the District and Midland, the District shall never have the right to demand payment by Midland of any obligation assumed or imposed on it under this Contract from funds raised or to be raised by taxation, it being expressly understood by the District and

Midland that all payments due by Midland are to be made from the revenues and income received by Midland from the ownership and operation of its water system.

If the District is required by Securities and Exchange Commission Rule 15c2-12 ("Municipal Securities Disclosure Rule"), as that rule may be amended from time-to-time by the Securities and Exchange Commission, to enter into a "Continuing Disclosure Agreement" with Midland to fulfill the District's obligations under the Municipal Securities Disclosure Rule, then Midland and the District agree to execute a Continuing Disclosure Agreement. The form of such Continuing Disclosure Agreement shall be approved by the District's bond counsel in order to comply with the then-current requirements of the Municipal Securities Disclosure Rule. Similarly, if the Municipal Securities Disclosure Rule does not technically apply to the initial purchaser of a series of bonds but such initial purchaser otherwise requires the District to provide continuing disclosure from Midland, Midland and the District agree to execute an agreement detailing the continuing disclosure information to be provided by Midland. The form of such agreement shall be approved by the District's bond counsel.

SECTION 16. DEFAULT IN PAYMENTS; MATERIAL BREACH

Late payments of any amounts billed to Midland under Section 11 above shall accrue interest at the highest interest rate authorized by Chapter 2251 of the Texas Government Code, as amended. If a payment becomes more than thirty (30) days past due, the District, at the discretion of the District's General Manager, may curtail water delivery to Midland under this Contract until such payment is made in full, and such curtailment does not relieve Midland of any of its other obligations, for payments or otherwise, under this Contract. If any amount due and owing by Midland to the District is placed with an attorney for collection, Midland shall, in addition to all other payments provided for by this Contract, including interest, reimburse the District's collection expenses, including court costs and attorneys' fees.

If Midland i) remains delinquent in any payments required to be made under Section 11 of this Contract for a period of sixty (60) days or longer, or ii) is in material breach of any other obligation Midland has under this Contract if such material breach is not cured by Midland within sixty (60) days following the District's written notice of such material breach, or such additional time for cure determined in the District General Manager's sole discretion, the District may, at its option, terminate this Contract by written notice and without further liability to Midland. Midland acknowledges and agrees that its obligations to make all payments or reimbursements to the District required under the terms and conditions of this Contract shall survive the expiration, termination or cancellation of this Contract. The District shall pursue all legal and equitable remedies against Midland to enforce and protect the rights of the District and its Member Cities, and the holders of the District's bonds. It is understood that the provisions of this Section 16, in addition to other remedies provisions of this Contract, are for the benefit of the holders of the District's bonds.

In the event that Midland alleges a material breach of any obligation of the District under this Contract, Midland shall provide the District written notice of such breach, and the District will have sixty (60) days following that notice, or such additional time agreed by Midland's representative, to cure the breach.

SECTION 17. REMEDIES

Notwithstanding any other provision of this Contract, this Contract shall be expressly subject to the governmental immunity of CRMWD and Midland, Title 5 of the Texas Civil Practice and Remedies Code, and all other applicable federal and state laws.

It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such remedies (including termination, as expressly provided under this Contract) existing at law or in equity may be availed of by either Party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any Party's obligations under this Contract could not be adequately compensated in money damages alone, each Party agrees that in the event of any default on its part that each Party shall have available to it the equitable remedies of mandamus and specific performance, in addition to any other legal or equitable remedies (including termination, as expressly provided under this Contract) that may be available to the Party; provided, however, that this provision regarding mandamus and specific performance shall not be deemed to supersede other provisions of this Contract conditioning the District's obligations to make available Midland's Annual Contract Quantity and Maximum Daily Quantity, and shall not be invoked to attempt to compel water deliveries by the District.

SECTION 18. RESOLUTION OF DISPUTES

In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Contract, or the alleged invalidity thereof (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through consultations or non-binding mediation between the Parties, with each Party to bear its own costs and attorney's fees for any such mediation mutually agreed to be undertaken. The Parties agree to attempt to resolve all Disputes arising under this Contract promptly, equitably, and in a good faith manner. Accordingly, the Parties further agree to provide each other with reasonable access during normal business hours upon prior notice to any and all non-privileged records, information and data pertaining to any such Dispute; provided, however, that in the event that a Dispute becomes the subject of judicial or regulatory proceedings, the Parties' rights of access to each other's documents and records shall be limited to and governed by the applicable legal authorities governing those proceedings. If the consultations or mediation engaged in by the Parties do not result in a resolution of the Dispute within thirty (30) days of the commencement of mediation or such other extended time agreed by the Parties' representatives, then either Party may submit the Dispute to judicial proceedings.

SECTION 19. INDEMNITY

By signing this Contract, Midland agrees on behalf of itself and its successors and permitted assigns, that it relinquishes and discharges and will, to the fullest extent permitted by law, defend, protect, indemnify, and hold harmless the District and the District's officers, directors, employees, agents, servants, contractors, and consultants from and against all claims, losses, expenses, costs, damages, demands, judgments, causes of action, suits, and liability in tort, contract or any other basis or claim and of every kind and character whatsoever (including but not limited to all costs of defense, such as fees and charges of attorneys, expert witnesses, and other professionals incurred by the District, and all court or arbitration or other dispute resolution costs) arising out of or incident to, directly or indirectly, this Contract, including but not limited to i) any claim for bodily injury, death, property damage, consequential damage, or economic loss; ii) any claim that may arise in connection with the quality, quantity, use, misuse, impoundment, pumping, storage, diversion, transportation and measurement of Raw Water taken by Midland under this Contract; and iii) any claim arising from the installation, inspection, adjusting, or testing of measuring and recording equipment involving Midland's use of Raw Water from the District, as well as any claim arising from any condition of Midland's facilities, separate operations being conducted on or through Midland's facilities, or the imperfection or defective condition, whether latent or patent, of any material or equipment sold, supplied, used or furnished by the District. The Parties acknowledge and agree that the provisions of this Section 19 shall survive termination or expiration of this Contract.

SECTION 20. NON-ASSIGNABILITY

Midland understands and agrees that any assignment of its rights or interests, or delegation of its duties, under this Contract is void without the prior written consent of the District.

SECTION 21. WAIVER AND AMENDMENT

The failure on the part of either Party to require performance by the other of any provision of this Contract shall not be deemed a waiver of, or in any way affect that Party's rights to enforce, such provision. Any waiver by either Party of any provision of this Contract shall not be deemed a waiver of any other provision of this Contract. Regardless of any provision contained in this Contract to the contrary, any right or remedy or any default under this Contract, except the right of the District to receive payments or reimbursements due and owing from Midland, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

No officer, employee, or agent of the District or of Midland is authorized to waive or modify any provision of the Contract; provided, however, that certain actions expressly authorized to be taken by a Party's representative under this Contract shall not be

considered modifications of the Contract. No modifications to or rescission of this Contract may be made except by a written document approved by each Party's governing body and signed by the District's and Midland's authorized representatives. No such modifications shall be made which will adversely affect the prompt payment when due of all money required to be paid by Midland under the terms of this Contract.

SECTION 22. ENTIRE AGREEMENT

This Contract together with its incorporated Exhibit A sets forth the complete agreement of the Parties related to matters set forth in this Contract, superseding all oral or written previous agreements between the Parties regarding the purchase and sale of System Water Supply, including but not limited to the 1966 Contract entered into by the Parties, which shall expire and be replaced by this Contract as of the Effective Date of this Contract. The Parties expressly acknowledge and agree that this Contract is not intended to affect or modify, and shall not be construed as affecting or modifying, the Parties' other agreements set out in the Ivie Reservoir System Contracts, or any of them, which remain valid and effective under their own terms.

SECTION 23. FORCE MAJEURE

In case, by reason of force majeure, either Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Midland to make the payments required under the terms hereof, then if such Party shall give written notice and full particulars of such force majeure to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligations of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure," as employed herein, shall mean Acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, damage, unforeseen damage or accidents to machinery, pipelines or canals, gas supply or gas reserves, partial or entire failure of water supply, inability on the part of the District to deliver water hereunder, or of Midland to receive or utilize water hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

SECTION 24. RELATIONSHIP OF THE PARTIES

This Contract is by and between the District and Midland and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the District and Midland, nor between the District and any public official, employee, contractor or representative of Midland. No joint employment is intended or created by this Contract for any purpose. Midland agrees to so inform its employees, agents, contractors, and subcontractors who are involved in the implementation of or performance under this Contract.

SECTION 25. NO THIRD PARTY BENEFICIARIES

Nothing in this Contract shall be construed to confer any right, privilege or benefit on, or to otherwise create any vested right or third party beneficiary relationship with, any person or entity not a party to this Contract.

SECTION 26. AUTHORITY TO ENTER CONTRACT

This Contract has been duly executed and delivered by both Parties and constitutes a legal, valid, and binding obligation of the Parties and of their successors and permitted assigns. Each Party to this Contract represents and warrants that it has the power and authority to execute and deliver this Contract, to perform its obligations under this Contract, and to carry out the contemplated transactions. Each person executing this Contract on behalf of each Party represents and warrants that the person has full right and authority to enter into this Contract.

SECTION 27. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

SECTION 28. LOCAL, STATE, OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS

This Contract is subject to all conditions, provisions, and limitations included in CRMWD's water rights authorized by TCEQ, as those may be amended. This Contract is further subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. However, nothing contained in this Contract shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction. The District and Midland each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Contract in accordance with its terms.

SECTION 29. SEVERABILITY

The Parties hereto specifically agree that in case any one or more of the provisions of this Contract or the application of such provisions to any situation or circumstance should be held by a court of competent jurisdiction to be, for any reason, invalid, illegal or unenforceable, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, illegality, unenforceability, or contravention shall not affect any other provisions of this Contract or the application of such provisions to any other situation or circumstance, and it is intended that the provisions of this Contract shall be severable and the remaining provisions shall be construed and applied as if any such invalid, illegal or unenforceable provision had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

SECTION 30. GOVERNING LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws, regulations, and court decisions of the State of Texas. All amounts due under this Contract, including but not limited to payments or reimbursements due and owing under this Contract or damages for the breach of this Contract, shall be paid and be due in Howard County, Texas, which is the County in which the principal administrative offices of the District are located. It is specifically agreed among the Parties that Howard County, Texas, is the place of performance of this Contract, and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Howard County, Texas if in state court, and in a United States District Court for the Western District of Texas if in federal court.

SECTION 31. OTHER CHARGES

In the event any sales or use taxes, or taxes, assessments, or charges of any similar nature are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the Raw Water received by Midland under this Contract, the amount of any such tax, assessment, or charge shall be borne solely by Midland, in addition to all other charges and payments for which Midland is responsible under this Contract. In the event that the District shall be required to pay, collect, or remit any tax, assessment, or charge on Raw Water received by Midland under this Contract, then Midland shall promptly pay or reimburse the District for the entire share of the tax, assessment, or charge attributable to the water received by Midland, in the manner directed by the District.

SECTION 32. COMMUNICATION BETWEEN PARTIES; NOTICE

Midland agrees, at its sole expense, to operate and maintain and repair or replace as needed the equipment necessary for two-way communication with the District's operators at CRMWD's Central Control Station located in Big Spring, Texas, and equipment with the capability of reporting the 15 MG Midland Reservoir level and flow meter data to the District, which shall be installed and operational as of the Effective Date

of this Contract. Midland has the option to use either commercial telephone equipment, installed at an appropriate location in proximity to Midland's distribution system, or another method of two-way communication chosen by Midland and agreeable to the District's General Manager.

Except for any situation where this Contract expressly requires a different form of notice, all notices, payments, and other communications required or allowed to be given under this Contract by either Party to the other Party ("Notice") shall be in writing and be given by depositing the Notice in the United States mail postpaid and registered or certified, with return receipt requested, and addressed to the Party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) business days after the notice is deposited in the mail. Notice may also be delivered in person or by nationally recognized courier services; in that case, the Notice is deemed effective as of the Party's actual receipt thereof. For purposes of Notice, the contact information and the designated representative for receipt of Notice for each of the Parties shall be as follows:

For the District:

Colorado River Municipal Water District
Attention: General Manager
P. O. Box 869
Big Spring, Texas 79721-0869
(432) 267-6341

And for Midland:

City of Midland
Attention: _____

Midland, Texas _____
(____) _____

Either Party may change its contact information or designated representative for Notice by giving written notice of the change to the other Party, as provided under this Section 32, at least fourteen (14) days before the change becomes effective.

SECTION 33. CAPTIONS; LEGAL CONSTRUCTION

The captions to the various sections and subsections of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract. This Contract has been negotiated and entered into by the Parties with each Party having the opportunity to confer with its counsel regarding the terms and conditions; therefore, the Parties agree that this Contract shall not be construed more or less favorably to either Party based on the drafting of its provisions.

SECTION 34. FURTHER ASSURANCES

The authorized representatives of the District and Midland shall take all further actions and shall execute and deliver to the other any other document or instrument which is necessary to fully carry out the transactions evidenced by this Contract.

SECTION 35. EFFECTIVE DATE

The Parties agree that this Contract is made as of _____, 202__ (the "Execution Date") to be effective upon the expiration of the 1966 Contract, which expires at the end of calendar year 2029 (the "Effective Date"). In furtherance of the Parties' intention that there shall be no gap or interruption in Raw Water delivery to Midland from the CRMWD System, the Parties agree to work cooperatively to accomplish any updates or modifications of their operations or billing practices that may be necessary to transition from their performance under the terms and conditions of the 1966 Contract to performance under the terms and conditions of this Contract.

IN WITNESS WHEREOF, the District, acting under authority of its governing body, and Midland, acting under authority of its governing body, have caused this Contract to be duly executed, to be effective as of the Effective Date stated above.

COLORADO RIVER MUNICIPAL WATER DISTRICT

By: Fred M. Jones, President

ATTEST:

Richard Steel, Secretary - Treasurer

[District Seal]

APPROVED AS TO FORM:

Attorneys for the District

CITY OF MIDLAND

By: Lori Blong, Mayor

ATTEST:

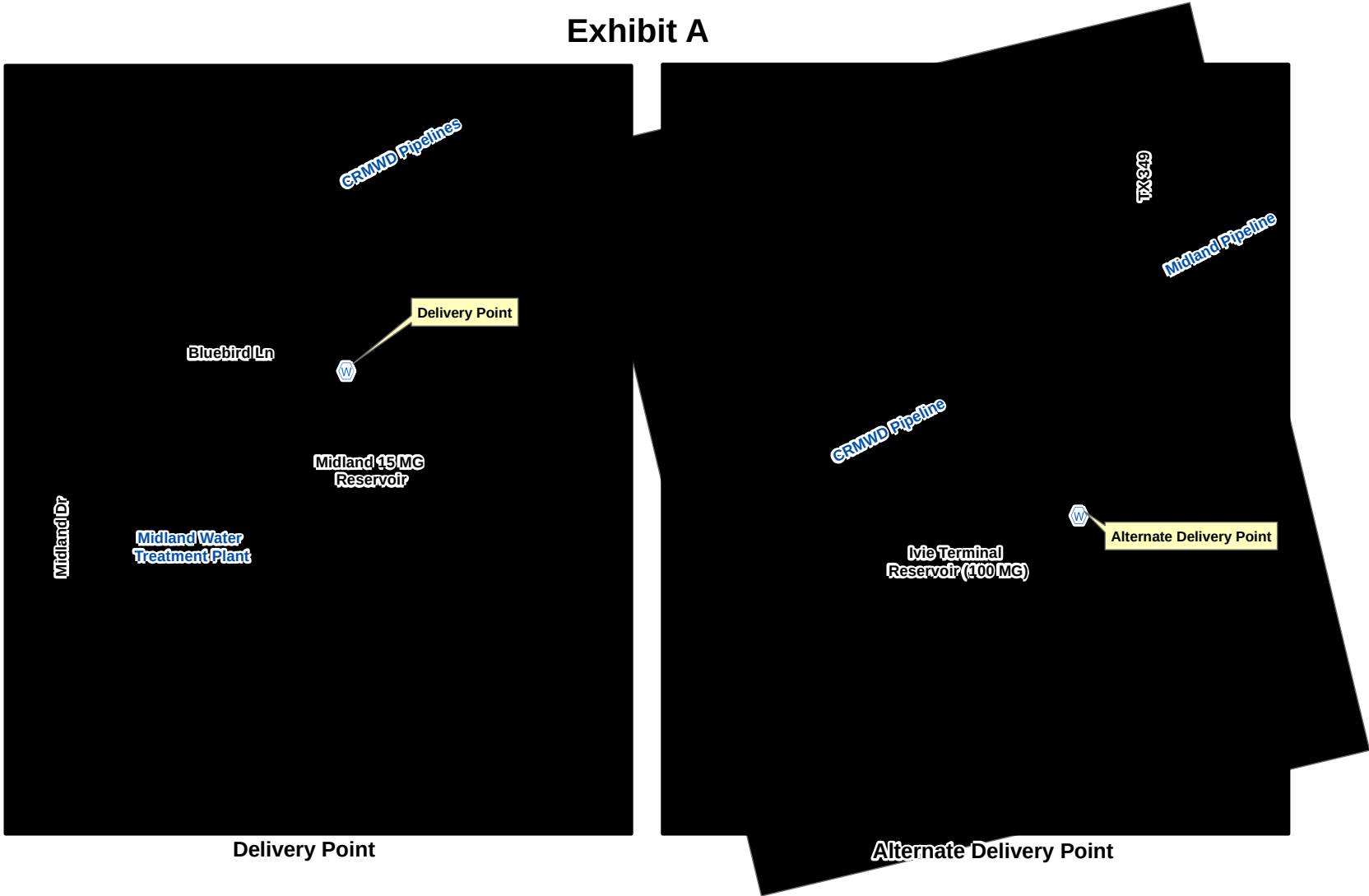
Marcia Bentley-German, City Secretary

[*City Seal*]

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

Exhibit A



COLORADO RIVER MUNICIPAL WATER DISTRICT

RAW WATER SUPPLY CONTRACT

CITY OF MIDLAND

Effective October 1, 2030

CITY OF MIDLAND RAW WATER SUPPLY CONTRACT

THE STATE OF TEXAS §

§

COUNTY OF HOWARD §

This Raw Water Supply Contract (“the Contract”) is made and entered into by and between the COLORADO RIVER MUNICIPAL WATER DISTRICT (“CRMWD” or the “District”), a conservation district created by Chapter 340, Acts of the Regular Session of the 51st Legislature, as amended (the “District Act”), pursuant to Article XVI, Section 59 of the Constitution of the State of Texas, with operating offices located in Big Spring, Howard County, Texas, and the City of Midland, Texas (“Midland”), a home rule municipality located in Midland County, Texas.

RECITALS

WHEREAS, CRMWD has impounded water in three reservoirs on the Colorado River (Thomas Reservoir, Spence Reservoir, and Ivie Reservoir), has developed various groundwater well fields and a raw water production facility, and has constructed a system of water supply lines and related infrastructure (collectively referred to as the “CRMWD System”) for the District’s principal purpose of furnishing the municipal water requirements of the Cities of Odessa, Big Spring, and Snyder, Texas (the “Member Cities”), and also furnishing municipal water supply to various other cities within the District’s West Texas service area, including Midland, that have contracted or may hereafter contract with the District; and

WHEREAS, as part of its development of water supplies to meet the long-term needs of its service area, Midland has been a wholesale municipal raw water customer of the District for many decades, initially pursuant to that certain City of Midland, Texas, Water Supply Contract entered into by and between CRMWD and Midland on May 10, 1966, as subsequently amended in 1995 (the “1966 Contract”), which remains valid and effective; and

WHEREAS, in addition to the 1966 Contract the District and Midland are also parties to that certain City of Midland Water Supply Facilities and Services Contract effective September 1, 1985, as subsequently amended, and along with other third parties the District and Midland are parties to that certain Stacy Reservoir Water Transmission Contract effective June 29, 1988, and the related Operations and Maintenance Contract for the O.H. Ivie Reservoir Pipeline System effective April 26, 1994, as subsequently amended (these contracts being collectively referred to herein as the “Ivie Reservoir System Contracts”), under which Midland has also contracted to receive a share of Ivie water supply and participate in cost-sharing for the infrastructure necessary to develop

and deliver raw water from Ivie Reservoir to the parties thereto, which is a water source distinct from the District water supplies purchased and sold under the 1966 Contract; and

WHEREAS, over the course of their performance under the 1966 Contract, the District and Midland have developed certain agreed parameters for operational flexibility in the delivery location of water supply thereunder under some circumstances, which flexibility the Parties desire to maintain for their mutual benefit; and`

WHEREAS, the District Act and other applicable Texas laws authorize the District and Midland to enter into a wholesale raw water supply contract, and the surface water rights owned by the District and the groundwater rights owned or leased by the District authorize use of the District's water supplies for municipal purposes and other uses of Midland and its water customers, as defined under applicable Texas law; and

WHEREAS, Midland desires to continue to purchase and receive raw water supply from the District for a portion of Midland's needs for municipal water use, and the District is able and willing to continue delivering and selling raw water supply to Midland, from sources and facilities within the CRMWD System in addition to those utilized under the Ivie Reservoir System Contracts (such other supply and sources collectively referred to herein as "System Water Supply"), in the quantities and subject to the terms and conditions set forth herein; and

WHEREAS, due to various operational and water resource changes and developments in governing law since the execution of the 1966 Contract, the District and Midland both desire to simplify and update the terms and conditions pursuant to which Midland will continue to purchase System Water Supply from the District following the expiration of the 1966 Contract, and for that purpose the Parties have negotiated and drafted this new Contract to reflect those modified agreed terms and to be effective for an additional term of years; and

WHEREAS, the District's Board of Directors on _____, 2025, approved the execution of this Contract; and

WHEREAS, Midland, by action of its City Council on _____, 2025, approved and authorized the Midland Mayor to execute this Contract;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration herein recited, the sufficiency of which is hereby acknowledged, the District agrees to sell and deliver and Midland agrees to buy and receive Raw Water upon the terms and conditions herein set forth, with the terms of the Recitals above incorporated as part of this Contract, and it is agreed as follows:

SECTION 1. DEFINITIONS

In addition to the terms defined in the Recitals hereto and within the other terms and conditions of this Contract, the following terms shall have the following meanings when used in this Contract:

1. Additional Temporary Quantity - refers to an amount of surplus raw water supply above and beyond the Annual Contract Quantity, which from year to year the District may make available and sell to Midland under this Contract, as further described in Section 2(d).

2. Alternate Delivery Point - refers to the existing metered location being part of Midland's water system that may sometimes be used for delivery of Raw Water under this Contract, as provided under Section 4(b) and shown on Exhibit A.

3. Annual Budgeted Volume - the total volume of Raw Water allocated to Member Cities and System Water Supply Customers in the annual budget of the District. Not inclusive of Ivie System Water Supplies to the City of Midland or City of San Angelo.

4. Annual Contract Quantity - the maximum volume of Raw Water that Midland is entitled to receive from the District during a Fiscal Year under this Contract, as further described in Section 2(a).

5. Billing Day - For the purpose of billing and accounting for water delivered or made available under this Contract, the day shall begin at 9:00 o'clock a.m., Central Standard Time (CST), and shall extend to 9:00 o'clock a.m., CST, on the following day.

6. Billing Month - Billing Month as used in this Contract shall begin at 9:00 o'clock a.m. CST, on the first day of the calendar month and shall extend to 9:00 o'clock a.m. CST, on the first day of the following calendar month.

7. Delivery Point - the connection location provided for in Section 4 below and shown on Exhibit A, at which the District delivers Raw Water to Midland from the CRMWD System under this Contract.

8. District Investment - The amount of investment by the District into the CRMWD System, including but not limited to, net infrastructure, land, water rights, capital assets, and working capital, as determined by CRMWD and adjusted from time to time.

9. Fiscal Year - The District's fiscal year is from October 1st to September 30th of the following year. The District, at its option, may change its fiscal year from time to time.

10. GPM - an abbreviation for gallons per minute.

11. Maximum Daily Quantity - the maximum amount of Raw Water, in terms of total million gallons per day (MGD), that the District is obligated to make available to Midland under this Contract, as further described in Section 2(c).

12. MGD - an abbreviation for million gallons per day.

13. Municipal Use - means the use of potable water within a community or municipality and its environs for domestic, recreational, commercial, or industrial purposes or for the watering of golf courses, parks and parkways, or other public or recreational spaces, as defined in Section 297.1 of TCEQ's Rules.

14. Parties - the entities signing this Contract, each being referred to as a "Party" and referred to collectively as the "Parties."

15. Raw Water - non-potable raw untreated water available from any part, or combination of source(s), that comprise the System Water Supply.

16. TCEQ - an abbreviation for the Texas Commission on Environmental Quality, and intended also to refer to any predecessor or successor agency of TCEQ. TCEQ's Rules as referenced in this Contract are found at Title 30, Texas Administrative Code.

SECTION 2. QUANTITY

a. Subject only to Section 11, Section 12, Section 23, and other applicable provisions of this Contract, the District agrees to make available, deliver and sell to Midland, at the delivery locations described in Section 4 below, and Midland agrees to purchase and receive at those locations, a quantity of Raw Water for Municipal Use of an average daily quantity of ten (10) million gallons per day (MGD) (the "Annual Contract Quantity"), in accordance with the terms and conditions set out in this Contract.

b. The Parties acknowledge and agree that the Annual Contract Quantity to be delivered and sold pursuant to this Contract is separate from, and cumulative of, the amount of raw water supply that Midland purchases from the District pursuant to the Ivie Reservoir System Contracts, which other supply is governed by the terms and conditions of those separate agreements.

c. The Annual Contract Quantity shall be delivered by the District and received by Midland at a uniform rate during each Fiscal Year as is consistent with Midland's use pattern, and any Midland usage above such uniform rate shall be supplied from Midland's other sources of raw water supply. In addition to the provisions of Section 2(a) above governing the Annual Contract Quantity, the District's obligation to deliver Raw Water to Midland under this Contract shall also be limited to the amount of twelve (12) MGD each Billing Day (the "Maximum Daily Quantity"), which is Midland's daily peak flow rate under this Contract; provided, however, that upon written request by Midland's authorized representative, the District's General Manager in their sole discretion may authorize Midland to take more than the Maximum Daily Quantity in a Billing Day, for a period not

to exceed thirty (30) consecutive Billing Days, if the District's General Manager determines that exceeding Midland's daily peak flow rate for that period does not compromise the operation of the CRMWD System or the District's other municipal requirements. Subject to the limits on Annual Contract Quantity and Maximum Daily Quantity set out in this Section 2, the District shall deliver Raw Water to Midland under this Contract at the daily rate requested by Midland.

d. Upon written request by Midland's authorized representative, the District's Board in its sole discretion may determine from year to year, based upon the recommendation of the District's General Manager, that some additional quantity of Raw Water, in excess of the Annual Contract Quantity and up to the amount requested by Midland (the "Additional Temporary Quantity"), can feasibly be produced and delivered to Midland for that year from the System Water Supply, over and above the amount of raw water needed from such District sources to meet the District's then current municipal requirements and other contractual commitments supplied from the CRMWD System. In the event of any such District determination of an Additional Temporary Quantity available for purchase by Midland under this Section 2(d), thereafter the District's General Manager shall have the sole discretion to limit the time period, daily maximum delivery rate, and other such terms and conditions governing delivery of the Additional Temporary Quantity.

e. Pursuant to 30 Tex. Admin. Code § 295.101(b)(5), the effectiveness of this Contract is dependent upon the Parties' compliance with 30 Tex. Admin. Code § 295.101 and Subchapter J, Chapter 297 of TCEQ's Rules. Promptly following the Execution Date, the District will file a copy of this Contract with the Commission, in accordance with 30 Tex. Admin. Code § 297.101. Each Party shall be responsible for reporting its annual water use under the CRMWD System water rights in connection with this Contract, as required under TCEQ's Rules or other applicable law.

SECTION 3. RAW WATER QUALITY

RAW WATER THAT THE DISTRICT OFFERS TO SELL AND DELIVER TO MIDLAND IS NON-POTABLE, RAW, AND UNTREATED, AND WILL BE SUBSTANTIALLY THE SAME IN QUALITY AS THE WATER DELIVERED BY THE DISTRICT TO ITS MEMBER CITIES UNDER THEIR CONTRACTS WITH THE DISTRICT. MIDLAND HAS SATISFIED ITSELF THAT SUCH WATER IS SUITABLE FOR ITS MUNICIPAL, DOMESTIC, AND OTHER NEEDS. THE DISTRICT SHALL NOT BE OBLIGATED TO TREAT IN ANY MANNER ANY RAW WATER MADE AVAILABLE BY THE DISTRICT AND RECEIVED BY MIDLAND UNDER THIS CONTRACT. THE DISTRICT EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE QUALITY OF THE RAW WATER OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. THE DISTRICT EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS. MIDLAND ACKNOWLEDGES THAT NO WARRANTIES, EXPRESS OR IMPLIED, EXIST REGARDING THE RAW WATER TO BE PURCHASED FROM THE DISTRICT, AND AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER OFFERED FOR SALE AS PROVIDED BY

THIS CONTRACT SHALL NOT ENTITLE MIDLAND TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS AS PROVIDED BY THIS CONTRACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS CONTRACT.

SECTION 4. DELIVERY POINT

a. Subject to the provisions of subsection 4(b) below, the Delivery Point for Raw Water sold to Midland under this Contract shall be at the same metered point at which Midland's water supply purchased and received under the 1966 Contract has been delivered by the District, such point being located at the intersection of the District's existing water supply pipelines from its Martin County Well Field, and the City's water supply pipeline from the Paul Davis Well Field, such intersection being located in Midland County near the west line of Section 5, H.P. Hillard Survey, Block X; provided, however, that if in the future the Parties' representatives mutually agree that this Delivery Point should be relocated to some different, mutually beneficial location, then facilities for such new Delivery Point will be constructed in accordance with the terms of Section 4(d) and Section 8 below, and once operational that new location and facilities shall thereafter become the Delivery Point for all purposes under this Contract. The Delivery Point is shown on Exhibit "A" attached hereto and incorporated as part of this Contract.

b. Notwithstanding the established Delivery Point used in performance of this Contract, the Parties acknowledge and agree that under some circumstances and depending on the source(s) of System Water Supply then being relied on by the District for this Contract, it is more economical and cost-efficient for the District to deliver some or all of the Raw Water under this Contract through Midland's existing pipeline facilities leading to Midland's treatment plant (referred to herein as the "Midland Delivery Facilities," and shown on Exhibit A) and being the same facilities and location through which the District delivers Midland's water supply under the Ivie Reservoir System Contracts. The Parties agree that the existing metered location at the Terminal Pump Station connecting to these Midland Delivery Facilities may be used as the "Alternate Delivery Point" under this Contract, as provided in this Section 4(b) and subject to other terms and conditions of this Contract. Specifically, the District's General Manager may notify Midland, from time to time, of the District's intention to deliver some or all of the Raw Water at the Alternate Delivery Point, with such notice reasonably describing the quantity and duration of time proposed for such deliveries. Midland understands and agrees that it shall have the right to refuse, in its sole discretion, any such proposed delivery at the Alternate Delivery Point, by providing a written response to the District within thirty (30) calendar days after the date of the General Manager's notice under this subsection. Midland's failure to timely respond as provided herein shall be deemed its consent to the proposed use of the Alternate Delivery Point; provided, however, consent by Midland for a particular proposed use of the Alternate Delivery Point shall not be considered as its consent for any indefinite or subsequently proposed use under this subsection.

c. Under circumstances and to the extent the District delivers part of the Raw Water under this Contract at the Alternate Delivery Point, as provided under subsection 4(b) above, the Parties acknowledge that the amount of supply delivered under this Contract (referred to as the "System Water Supply") must be distinguished from the amount of supply delivered to Midland at that same location pursuant to the Ivie Reservoir System Contracts (referred to as the "Midland Ivie Water"). For that purpose, the Parties agree that the method of calculating each of these portions of water supply delivered by the District through the Midland Delivery Facilities shall be as follows:

Midland Ivie Water = Terminal Meter - (Monthly Contract Quantity - Delivery Point Quantity)

and

System Water Supply = Terminal Meter - Midland Ivie Water

Where:

Midland Ivie Water = the monthly quantity (in thousand gallon units) of water taken by and chargeable to Midland under the Ivie Reservoir System Contracts.

Terminal Meter = the total monthly quantity (in thousand gallon units) of water passing through the 36" "Midland Meter" located at the Terminal Pump Station, said Midland Meter also being the Alternate Delivery Point referenced above.

Monthly Contract Quantity = 1/12 portion of the Annual Contract Quantity (in thousand gallon units).

Delivery Point Quantity = the total monthly quantity (in thousand gallon units) of water passing through the District's 30" meter located adjacent to Midland's treatment plant, which may be a mixture of water from any components of System Water Supply as defined by the terms and conditions of this Contract

System Water Supply = the total monthly quantity (in thousand gallon units) of water delivered to the City of Midland under this Contract, which may be a mixture of water from any components of System Water Supply as defined by the terms and conditions of this Contract.

d. Midland agrees to construct, maintain, operate, repair and replace, at its own sole cost and expense, at the Delivery Point and at the Alternate Delivery Point all equipment and facilities necessary for Midland to receive the Raw Water delivered from the CRMWD System pursuant to this Contract. Midland further agrees to grant and convey to the District any necessary easements and rights-of-way in the public streets, roads and alleys, and other public property of Midland as may be required for installing,

operating, maintaining, repairing or replacing any of the District's water supply pipelines or other facilities used to deliver Raw Water to the Delivery Point..

SECTION 5. SECONDARY DELIVERY POINT – MIDLAND COUNTRY CLUB

a. At the City's request the District has provided an additional delivery point to provide raw water for irrigation purposes to the Midland Country Club.

b. The location of the Midland Country Club point of delivery is a flow meter installed on the District's 33-inch raw water transmission line approximately one mile west of State Highway 349 in Midland.

c. The District agrees to operate and maintain, at the secondary point of delivery, the necessary equipment for measuring the quantity of water delivered to the City at the Midland Country Club secondary point of delivery.

d. If electrical power is required for the operation and maintenance of the metering equipment furnished by the District, the City agrees to make available and furnish electric power to the District at the secondary point of delivery at no cost to the District.

e. It is anticipated that the City will require water at the secondary point of delivery on an intermittent basis with a maximum expected daily usage of 500,000 gallons.

f. Any water furnished to the Midland Country Club will be considered a part of the Contract Quantity as set out in Section 2 and billed to the City.

g. Because of the flexibility of the District's raw water transmission system the District can deliver water to the point of delivery defined in Section 4.a. from several sources. However, there may be times, including prolonged periods, when water is not available at the secondary point of delivery. The City and the District agree that the District is not obligated to adjust its system operation to make water available at the secondary point of delivery. The City has satisfied itself that the available water supply and pressure from the District's system will meet its needs.

h. The City is responsible for complying with any TCEQ or other regulatory agency requirements to provide an adequate positive back flow prevention device (air gap connection) and to make sure there are no cross connections which would allow irrigation water or water from other sources to flow back into the District's public raw water transmission system. The City shall provide certification to the District from a Licensed Professional Engineer that the backflow prevention device installed meets the minimum requirements of the TCEQ or other regulatory agencies and that there are no cross connections between the air gap connection and point of delivery at the Midland Country Club.

i. The City recognizes that sudden changes in operational pressures in

water pipelines can cause water surges or water hammers, which can damage the City's and District's facilities. The City agrees to furnish, install, operate and maintain, at its own expense, slow opening and closing valves to receive water from the District's System at the Midland Country Club secondary point of delivery to prevent water surges or water hammers.

SECTION 6. TERM OF CONTRACT; TERMINATION

This Contract shall remain in force and effect for a period of thirty (30) years beginning on the Effective Date stated in Section 35 below and continuing through the end of the District's Fiscal Year in which that thirty-year anniversary occurs, unless this Contract is terminated sooner by the written mutual agreement of the Parties or this Contract is otherwise terminated earlier pursuant to its terms. At the end of the thirty (30) year term and upon written notification to the District, the City will have the option to extend the Contract for an additional ten (10) years in accordance with this Section 6. At least thirty-six (36) months prior to the end of the thirty (30) year term, if the City intends to renew this Contract, City shall provide written notice to the District. Payment Terms for the ten (10) year extension will be negotiated at the time of renewal, and the Contract shall only be renewed if Payment Terms are agreed to by both the District and the City prior to the expiration of the original thirty (30) year term. Midland acknowledges and agrees that the District has no obligation to extend or renew the term of this Contract and that Midland will have no entitlement to receive Raw Water from the District after the thirty-year term and ten-year extension if extended of this Contract. If the District issues bonds to fund system improvements to serve Midland, and revenues from Midland are pledged to such bonds, Midland agrees that the District may extend the terms of this Contract until all bonds, including any bonds issued to refund same, shall have been paid in full and shall also remain in force thereafter throughout the useful life of the improvements.

SECTION 7. PURPOSE AND PLACE OF USE

Except as provided under Section 5 of this Contract, Midland shall use Raw Water purchased from the District under this Contract only for Municipal Use or for uses by Midland's subsequent water customers that are within the authorized scope of the District's surface water rights and groundwater rights as part of the CRMWD System, and only for such uses within Midland's authorized water service area. Midland acknowledges and agrees that under no circumstances is Midland authorized to resell Raw Water delivered by the District pursuant to this Contract to any other person or entity, for any purpose, except as provided in Section 5 of this Contract.

SECTION 8. FACILITIES FOR DELIVERING RAW WATER

a. The District will provide, own, operate, and maintain a meter at the Delivery Point to measure the quantity of Raw Water delivered under this Contract, and that meter and any other related equipment installed for this purpose shall be the property of the District. In the event electric power is required for the operation of control devices and/or telemetering equipment required for use of the Delivery Point under this Contract,

Midland, at its sole expense, shall make available and supply to the District electric power at the Delivery Point.

b. The Parties acknowledge that, under circumstances when the District is delivering some of the Raw Water sold to Midland under this Contract at the Alternate Delivery Point as provided under Section 4 above, this additional amount of flow through the Midland Pipeline may exceed the gravity flow capacity of the Midland Delivery Facilities and therefore necessitate the use of one or more Midland pumps, resulting in increased costs for electric power to operate the Midland Pump Station. Accordingly, the Parties agree that for any calendar month during which (i) the District is using the Alternate Delivery Point with Midland's agreement, as provided under Section 4(b), and (ii) Midland's receipt of water under the Ivie Reservoir System Contracts does not exceed the flow rate of fifteen (15) MGD, the District shall reimburse Midland for a proportional share of the electric power bill required to operate the Midland Pump Station for that month, using one or more Midland pumps, under the formula set out below.

Midland Share = Monthly Minimum Bill

District Share = Total Monthly Bill - Monthly Minimum Bill

Where:

District Share = the total dollar value to be paid by the District for each month during which the conditions set forth in Section 8(b) are satisfied.

Total Monthly Bill = the monthly total dollar value of the utility bill sent to Midland for operation of their portion of the Terminal Station.

Midland Share = the total dollar value to be paid by Midland each month for the operation of the Terminal Pump Station. This value is equal to the Monthly Minimum Bill for this station.

Monthly Minimum Bill = the total dollar value of the most recent monthly electric bill for operation of the Terminal Pump Station assessed for a month during which no Midland pumps were in operation.

For any month during the term of this Contract for which the District's cost share obligation under this Section 8(b) is triggered, Midland shall calculate the District Share of the Total Monthly Bill for that month, and send a billing statement to the District no later than the last day of the following calendar month. The District agrees to reimburse Midland for the District Share set out in the billing statement, within 30 days after receipt of the billing statement. Midland agrees, upon the District's request, to provide background documentation regarding any such Total Monthly Bills and Midland's calculation of the District Share to be reimbursed.

SECTION 9. MEASUREMENT OF RAW WATER DELIVERED

Midland shall have access at all reasonable times to the District's metering equipment described in Section 8(a) above. Only the employees or agents of the District shall maintain, calibrate, and adjust the District's metering equipment. For the purpose of this Contract, the original records or readings of the District's meter shall be the journal or other record book of the District in its office in which the records of the employees or agents of the District who take the readings are, or may be, transcribed. Upon written request by Midland, the District will give Midland a copy of such journal or record book, or permit Midland to have access to the same in the office of the District during reasonable business hours.

The District will notify Midland of the time and date of any installation, replacement, or calibration of any metering equipment used by the District in performance under this Contract and Midland, if it so desires, may have its representative present to witness the installation, replacement, or calibration of such metering equipment. In the event adjustments to the metering equipment become necessary to bring the metering equipment into the acceptable degree of accuracy ($\pm 2\%$), the District will notify the Midland Utility Director at least forty-eight (48) hours in advance of the time and date of such adjustments and Midland, if it so desires, may have its representative present to witness any adjustments to the metering equipment as may be required. If a representative of Midland is not present at the time and date set for installation, replacement, calibration, or adjustment of said metering equipment, the District may proceed in the absence of any representative of Midland. At any time when it has been determined that the accuracy of the metering equipment is more than two percent ($\pm 2\%$) in error, either Party may call to the attention of the other Party such inaccurate conditions and the District will, as soon as practicable, make arrangements to correct the conditions. Adjustments in the quantity of water measured during the period when the meter was not accurately measuring the quantity of water delivered, if such period can be determined, shall be agreed to by authorized representatives of the District and Midland; provided, however, that no such adjustment period shall be retroactive for more than two billing periods.

Midland reserves the right to install, operate and maintain a check meter at its own expense; provided, however, that Midland acknowledges and agrees that the measurement of water for the purposes of this Contract shall be solely by the District's meter, unless the Parties' designated representatives determine otherwise by mutual written agreement. Any adjustment to Midland's check meter shall be made only after the District has been notified, so that the adjustment is performed in the presence of the District's representative. In the event Midland notifies the District that it contemplates making adjustments to its check meter at a certain date and time, and the District's representative fails to appear at the designated date and time, Midland may proceed with its adjustments in the absence of the District's representative.

Midland shall have the right, not more than two (2) times per Fiscal Year, to request the District to test the District's meter(s) used in performance of this Contract. Within a reasonable time after receiving a request to test its meter(s), the District shall conduct the

test. Midland shall be given the opportunity to have its representative present during any such test. In the event the test indicates that the meter is operating within the range of accuracy required by this Contract, then Midland shall reimburse the District for the cost of the test. In the event the test indicates that the meter is not operating within the range of accuracy required by this Contract, then the cost of the test shall be borne by the District.

SECTION 10. UNIT OF MEASURE

The unit of measurement for Raw Water delivered under this Contract shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

SECTION 11. PRICE FOR RAW WATER; BILLING AND PAYMENT

a. Price for Raw Water

Midland will pay for the full Annual Contract Quantity each year plus any additional Temporary Quantity of Raw Water taken pursuant to Section 2(d) above. The price to be paid for the Annual Contract Quantity of Raw Water during the term of this Contract, whether delivered at the Delivery Point or the Alternate Delivery Point as provided under Section 4 above, shall be the highest price per thousand gallons that the District's Member City of Odessa pays the District for raw water delivered from the CRMWD System during the current Fiscal Year, plus a Customer Risk Premium. The Customer Risk Premium will be calculated by the District on an annual basis as 1.5% of the District Investment divided by the Annual Budgeted Volume.

In the event that Midland, in any particular year during the term of this Contract, takes any Additional Temporary Quantity of Raw Water pursuant to Section 2(d) above, then the price for any such additional water sold and delivered under that provision shall be the same unit price charged for the Annual Contract Quantity (City of Odessa's Current Rate plus the Customer Risk Premium) under the first paragraph of this Section 11(a), plus an additional ten (10) percent.

The rates (or any future rate adopted by the District's Board) set out in this Section 11(a) are incorporated herein by reference, are a material term of this Contract, and the Parties stipulate that any rate charged hereunder is "charged pursuant to a written contract" within the meaning of 16 TEX. ADMIN. CODE § 24.307, or any successor provision thereto. Midland further stipulates and agrees that the rates charged pursuant to this Contract are just, reasonable, without discrimination and do not adversely affect the public interest, within the meaning of the Texas Water Code and the rules of the Public Utility Commission of Texas or any agency succeeding to its jurisdiction.

For example, for Fiscal Year 2025 the District's calculated cost of water to the City of Odessa was \$2.37 per 1,000 gallons.

The Customer Risk Premium is calculated as follows:

*District's Investment (\$1,000)	Multiplied by 1.5% Risk Premium	Divided by Budgeted Volume (1,000 gal)	Customer Risk Premium (per 1,000 gal)
\$337,594	\$5,064	/ 16,000,988	\$0.32

*The District's Investment includes net infrastructure (plant in service), land, water rights and working capital (dollars held as operating liquidity to manage day-to-day expenses of business; calculated at 45 days, or 1/8th, of O&M expenses per Public Utility Commission of Texas Commission rules). These numbers are sourced from the last Annual Comprehensive Financial Report of the District. For Fiscal Year 2025 this includes \$264,073,871 of infrastructure, \$22,646,171 of land, \$3,877,391 in other capital assets, and \$2,616,560 in working capital.

Midland's Fiscal Year 2025 Cost = \$2.37 + \$0.32 = \$2.69 per 1,000 gallons.

b. Payment by Midland

The District shall bill Midland monthly for the amounts due to the District under this Contract for the preceding Billing Month, including (i) an amount equal to a one-twelfth portion of the Annual Contract Quantity times the unit price set forth in the first paragraph of Section 11(a); and (ii) for any Additional Temporary Quantity of Raw Water actually delivered to Midland during the preceding Billing Month, an amount based on that metered quantity of Raw Water delivered times the unit price set forth in the second paragraph of Section 11(a). The District will bill Midland on or before the tenth day of each calendar month. Midland will remit payment in full to the District no later than twenty (20) days after the billing date. All sums due and owing under this Contract shall be payable at the District's office in Big Spring, Howard County, Texas. Midland agrees that in the event it disputes any portion of the charges on the monthly billing statement, Midland will timely pay any disputed amount in accordance with this Section 11(b).

c. Settle-Up

Because Midland will be billed each month for a proportional one-twelfth portion of the Annual Contract Quantity, as provided under this Section 11, the Parties agree to determine the total amount actually due and owing to the District from Midland each Fiscal Year. After the close of each Fiscal Year, the District will total the monthly payments received from Midland for the Billing Months comprising that completed Fiscal Year. If the total amount paid to the District by Midland for the metered quantity of Raw Water actually delivered during that completed Fiscal Year is less than the applicable price during that Fiscal Year times the Annual Contract Quantity (plus the charges for any Additional Temporary Quantity delivered during that Fiscal Year, if applicable), the amount of any such underpayment shall be added to Midland's next monthly bill, and thereafter shall be due and owing pursuant to Section 11(b) above.

d. Examination of Records

Upon written request by Midland, the District will give Midland copies of records kept by the District used in calculating and determining fees assessed under Section 11 of this Agreement, or permit Midland to have access to the same in the office of the District during reasonable business hours.

SECTION 12. SOURCE AND ADEQUACY OF SUPPLY

CRMWD shall at all times have the option, at the District's sole discretion, of furnishing the Raw Water to be made available to Midland under this Contract from any component(s) of the District's System Water Supply, including surface water sources, groundwater sources, reclaimed water sources, or any blend of any of these sources. The Parties expressly acknowledge and agree that this System Water Supply includes the District's own share of water supply from the Ivie Reservoir, as distinct from Midland's share of that supply under the Ivie Reservoir System Contracts.

The Parties acknowledge and agree that this Contract is merely an agreement to require the District to make available Raw Water when and if such water is present in the CRMWD System, and to allow Midland to take such available water subject to the general law on distribution and allocation of water during shortages of supply and in conformity with the District's surface water rights from the TCEQ and the District's adopted then current Drought Contingency Plan.

The District covenants that it will use its best reasonable efforts to remain in a position to furnish Raw Water in the Annual Contract Quantity to Midland under the terms of this Contract; provided, however, the District's agreement to provide Raw Water to Midland shall not be deemed a guarantee on the District's part that any particular quantity of Raw Water will be available at any given time. Midland acknowledges and agrees that the quantity of Raw Water made available under this Contract shall at all times be subject to the right of the District to limit or curtail the quantity of such water made available, by an amount and for such period of time as the District in its sole judgement may deem necessary, in order (i) to address drought or emergency water shortage conditions, as provided under the District's adopted then current Drought Contingency Plan; (ii) to comply with any order of any court or administrative body having appropriate jurisdiction over the District's operations; or (iii) in accordance with the other terms and conditions of this Contract.

In the event of any drought stage for which the District's adopted then current Drought Contingency Plan provides for pro rata water allocation, the Parties acknowledge and agree that the amount of Raw Water determined to be available to Midland from the CRMWD System shall be rationed pro rata among Midland and other District customers with contracts for raw water supplied from the CRMWD System, in accordance with Texas Water Code § 11.039, and with the provisions in the District's other existing raw water supply contracts.

Notwithstanding any other provisions of this Contract, the Parties agree that the District shall never be responsible to Midland for any lost revenue or other consequential damages incurred by Midland resulting from the District's inability to maintain a full or constant supply of Raw Water to Midland.

SECTION 13. TITLE TO RAW WATER

The District agrees to make Raw Water available from the CRMWD System, and Midland acknowledges and agrees that it acquires no rights or interests in any of the District's water supply sources that comprise the CRMWD System above and beyond those rights that accrue to it as a wholesale raw water customer of the CRMWD System under this Contract, or under Midland's separate Ivie Reservoir System Contracts. Title to all Raw Water supplied under this Contract shall remain in the District up to the Delivery Point or the Alternate Delivery Point, as applicable, and upon passing through the delivery meter title to such water shall pass to Midland. Each of the Parties hereto shall be responsible for and agree to save and hold the other Party harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation, delivery, use and disposal of said water while title remains in such Party.

SECTION 14. WATER CONSERVATION AND DROUGHT CONTINGENCY PLANNING

Midland agrees to cooperate with the District in its efforts to develop, promote and implement plans, programs, and rules to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, or increase the recycling and reuse of water. Midland further agrees that it shall maintain and operate its facilities in a manner that will prevent unnecessary waste of water.

Midland acknowledges and agrees that, as required under Texas law and CRMWD's adopted water conservation plan (the "District WCP"), as a condition of this Contract Midland shall develop, adopt and implement a water conservation plan (the "Midland WCP") that satisfies all applicable requirements under TCEQ's Rules and the District WCP, as revised from time to time. Midland further acknowledges and agrees that, as a wholesale raw water customer of the District, it is obligated to implement and comply with, at its sole expense, all provisions of the then current District WCP approved and of record at TCEQ, and is subject to enforcement by the District as provided therein. The Parties agree that each of them will promptly provide the other with a copy of any subsequent amendments or updated versions of the District WCP or the Midland WCP, as applicable and when submitted to TCEQ, that may be adopted during the term of this Contract.

Midland acknowledges and agrees that, as required under Texas law applicable to retail public water suppliers, Midland shall develop and adopt a drought contingency plan (the "Midland DCP") that satisfies all applicable requirements under TCEQ's Rules or other governing authority, as revised from time to time. Midland further acknowledges and agrees that, as a wholesale raw water customer of the District, it is obligated to

implement and comply with, at its sole expense, all provisions of CRMWD's then current adopted drought contingency plan (the "District DCP"), and is subject to enforcement by the District as provided therein.

Over the term of this Contract, Midland will periodically revise and update the Midland WCP and the Midland DCP and submit the same to the District, on a schedule corresponding to Midland's five-year updates of the Midland WCP and the Midland DCP, in order that Midland's adopted plans remain compliant with TCEQ's then current regulatory requirements for water conservation plans and drought contingency plans, and remain consistent and compliant with the District's adopted plans, as revised from time to time. Midland agrees to cooperate and provide information, upon the District staff's request, as necessary or useful in the District's compliance with water use and conservation implementation reporting requirements applicable to the District and its wholesale raw water customers. Midland further acknowledges and agrees that, in the event of any future changes in Texas law or TCEQ Rules that may modify or create different planning or reporting requirements for Midland as a retail public water supplier, Midland will comply with any such requirements.

SECTION 15. PLEDGE OF REVENUE; CONTINUING DISCLOSURES

Midland represents and covenants that all payments to be made by Midland to the District under this Contract, including any regular monthly payments, reimbursements or payments for other charges, shall constitute reasonable and necessary "operating expenses" of its system as defined under Chapter 1502 of the Texas Government Code, and that all such payments will be made from the revenues of its water system. Midland represents and has determined that the raw water supply to be obtained from the District is absolutely necessary and essential to the operation of its water system during the term of this Contract, and accordingly, all payments required by this Contract to be made by Midland shall constitute reasonable and necessary operating expenses of Midland's system or systems as described above with the effect that the obligation to make such payments from revenues of such system or systems shall have priority over any obligation of Midland to make payments from such revenues, whether of principal, interest, or otherwise, with respect to all bonds heretofore or hereafter issued by Midland.

Midland agrees throughout the term of this Contract to continuously operate and maintain its water system and to fix and collect such rates and charges for water services to be supplied by its water system as will produce revenues in an amount equal to at least (i) all of its payments under this Contract, and (ii) all other amounts as required by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations payable from revenues of its water system, now or hereafter outstanding.

Unless otherwise specifically provided in writing by subsequent agreement between the District and Midland, the District shall never have the right to demand payment by Midland of any obligation assumed or imposed on it under this Contract from funds raised or to be raised by taxation, it being expressly understood by the District and

Midland that all payments due by Midland are to be made from the revenues and income received by Midland from the ownership and operation of its water system.

If the District is required by Securities and Exchange Commission Rule 15c2-12 ("Municipal Securities Disclosure Rule"), as that rule may be amended from time-to-time by the Securities and Exchange Commission, to enter into a "Continuing Disclosure Agreement" with Midland to fulfill the District's obligations under the Municipal Securities Disclosure Rule, then Midland and the District agree to execute a Continuing Disclosure Agreement. The form of such Continuing Disclosure Agreement shall be approved by the District's bond counsel in order to comply with the then-current requirements of the Municipal Securities Disclosure Rule. Similarly, if the Municipal Securities Disclosure Rule does not technically apply to the initial purchaser of a series of bonds but such initial purchaser otherwise requires the District to provide continuing disclosure from Midland, Midland and the District agree to execute an agreement detailing the continuing disclosure information to be provided by Midland. The form of such agreement shall be approved by the District's bond counsel.

SECTION 16. DEFAULT IN PAYMENTS; MATERIAL BREACH

Late payments of any amounts billed to Midland under Section 11 above shall accrue interest at the highest interest rate authorized by Chapter 2251 of the Texas Government Code, as amended. If a payment becomes more than thirty (30) days past due, the District, at the discretion of the District's General Manager, may curtail water delivery to Midland under this Contract until such payment is made in full, and such curtailment does not relieve Midland of any of its other obligations, for payments or otherwise, under this Contract. If any amount due and owing by Midland to the District is placed with an attorney for collection, Midland shall, in addition to all other payments provided for by this Contract, including interest, reimburse the District's collection expenses, including court costs and attorneys' fees.

If Midland i) remains delinquent in any payments required to be made under Section 11 of this Contract for a period of sixty (60) days or longer, or ii) is in material breach of any other obligation Midland has under this Contract if such material breach is not cured by Midland within sixty (60) days following the District's written notice of such material breach, or such additional time for cure determined in the District General Manager's sole discretion, the District may, at its option, terminate this Contract by written notice and without further liability to Midland. Midland acknowledges and agrees that its obligations to make all payments or reimbursements to the District required under the terms and conditions of this Contract shall survive the expiration, termination or cancellation of this Contract. The District shall pursue all legal and equitable remedies against Midland to enforce and protect the rights of the District and its Member Cities, and the holders of the District's bonds. It is understood that the provisions of this Section 16, in addition to other remedies provisions of this Contract, are for the benefit of the holders of the District's bonds.

In the event that Midland alleges a material breach of any obligation of the District under this Contract, Midland shall provide the District written notice of such breach, and the District will have sixty (60) days following that notice, or such additional time agreed by Midland's representative, to cure the breach.

SECTION 17. REMEDIES

Notwithstanding any other provision of this Contract, this Contract shall be expressly subject to the governmental immunity of CRMWD and Midland, Title 5 of the Texas Civil Practice and Remedies Code, and all other applicable federal and state laws.

It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such remedies (including termination, as expressly provided under this Contract) existing at law or in equity may be availed of by either Party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any Party's obligations under this Contract could not be adequately compensated in money damages alone, each Party agrees that in the event of any default on its part that each Party shall have available to it the equitable remedies of mandamus and specific performance, in addition to any other legal or equitable remedies (including termination, as expressly provided under this Contract) that may be available to the Party; provided, however, that this provision regarding mandamus and specific performance shall not be deemed to supersede other provisions of this Contract conditioning the District's obligations to make available Midland's Annual Contract Quantity and Maximum Daily Quantity, and shall not be invoked to attempt to compel water deliveries by the District.

SECTION 18. RESOLUTION OF DISPUTES

In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Contract, or the alleged invalidity thereof (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through consultations or non-binding mediation between the Parties, with each Party to bear its own costs and attorney's fees for any such mediation mutually agreed to be undertaken. The Parties agree to attempt to resolve all Disputes arising under this Contract promptly, equitably, and in a good faith manner. Accordingly, the Parties further agree to provide each other with reasonable access during normal business hours upon prior notice to any and all non-privileged records, information and data pertaining to any such Dispute; provided, however, that in the event that a Dispute becomes the subject of judicial or regulatory proceedings, the Parties' rights of access to each other's documents and records shall be limited to and governed by the applicable legal authorities governing those proceedings. If the consultations or mediation engaged in by the Parties do not result in a resolution of the Dispute within thirty (30) days of the commencement of mediation or such other extended time agreed by the Parties' representatives, then either Party may submit the Dispute to judicial proceedings.

SECTION 19. INDEMNITY

By signing this Contract, Midland agrees on behalf of itself and its successors and permitted assigns, that it relinquishes and discharges and will, to the fullest extent permitted by law, defend, protect, indemnify, and hold harmless the District and the District's officers, directors, employees, agents, servants, contractors, and consultants from and against all claims, losses, expenses, costs, damages, demands, judgments, causes of action, suits, and liability in tort, contract or any other basis or claim and of every kind and character whatsoever (including but not limited to all costs of defense, such as fees and charges of attorneys, expert witnesses, and other professionals incurred by the District, and all court or arbitration or other dispute resolution costs) arising out of or incident to, directly or indirectly, this Contract, including but not limited to i) any claim for bodily injury, death, property damage, consequential damage, or economic loss; ii) any claim that may arise in connection with the quality, quantity, use, misuse, impoundment, pumping, storage, diversion, transportation and measurement of Raw Water taken by Midland under this Contract; and iii) any claim arising from the installation, inspection, adjusting, or testing of measuring and recording equipment involving Midland's use of Raw Water from the District, as well as any claim arising from any condition of Midland's facilities, separate operations being conducted on or through Midland's facilities, or the imperfection or defective condition, whether latent or patent, of any material or equipment sold, supplied, used or furnished by the District. The Parties acknowledge and agree that the provisions of this Section 19 shall survive termination or expiration of this Contract.

SECTION 20. NON-ASSIGNABILITY

Midland understands and agrees that any assignment of its rights or interests, or delegation of its duties, under this Contract is void without the prior written consent of the District.

SECTION 21. WAIVER AND AMENDMENT

The failure on the part of either Party to require performance by the other of any provision of this Contract shall not be deemed a waiver of, or in any way affect that Party's rights to enforce, such provision. Any waiver by either Party of any provision of this Contract shall not be deemed a waiver of any other provision of this Contract. Regardless of any provision contained in this Contract to the contrary, any right or remedy or any default under this Contract, except the right of the District to receive payments or reimbursements due and owing from Midland, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

No officer, employee, or agent of the District or of Midland is authorized to waive or modify any provision of the Contract; provided, however, that certain actions expressly authorized to be taken by a Party's representative under this Contract shall not be

considered modifications of the Contract. No modifications to or rescission of this Contract may be made except by a written document approved by each Party's governing body and signed by the District's and Midland's authorized representatives. No such modifications shall be made which will adversely affect the prompt payment when due of all money required to be paid by Midland under the terms of this Contract.

SECTION 22. ENTIRE AGREEMENT

This Contract together with its incorporated Exhibit A sets forth the complete agreement of the Parties related to matters set forth in this Contract, superseding all oral or written previous agreements between the Parties regarding the purchase and sale of System Water Supply, including but not limited to the 1966 Contract entered into by the Parties, which shall expire and be replaced by this Contract as of the Effective Date of this Contract. The Parties expressly acknowledge and agree that this Contract is not intended to affect or modify, and shall not be construed as affecting or modifying, the Parties' other agreements set out in the Ivie Reservoir System Contracts, or any of them, which remain valid and effective under their own terms.

SECTION 23. FORCE MAJEURE

In case, by reason of force majeure, either Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Midland to make the payments required under the terms hereof, then if such Party shall give written notice and full particulars of such force majeure to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligations of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure," as employed herein, shall mean Acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, damage, unforeseen damage or accidents to machinery, pipelines or canals, gas supply or gas reserves, partial or entire failure of water supply, inability on the part of the District to deliver water hereunder, or of Midland to receive or utilize water hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

SECTION 24. RELATIONSHIP OF THE PARTIES

This Contract is by and between the District and Midland and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the District and Midland, nor between the District and any public official, employee, contractor or representative of Midland. No joint employment is intended or created by this Contract for any purpose. Midland agrees to so inform its employees, agents, contractors, and subcontractors who are involved in the implementation of or performance under this Contract.

SECTION 25. NO THIRD PARTY BENEFICIARIES

Nothing in this Contract shall be construed to confer any right, privilege or benefit on, or to otherwise create any vested right or third party beneficiary relationship with, any person or entity not a party to this Contract.

SECTION 26. AUTHORITY TO ENTER CONTRACT

This Contract has been duly executed and delivered by both Parties and constitutes a legal, valid, and binding obligation of the Parties and of their successors and permitted assigns. Each Party to this Contract represents and warrants that it has the power and authority to execute and deliver this Contract, to perform its obligations under this Contract, and to carry out the contemplated transactions. Each person executing this Contract on behalf of each Party represents and warrants that the person has full right and authority to enter into this Contract.

SECTION 27. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

SECTION 28. LOCAL, STATE, OR FEDERAL LAWS, RULES, ORDERS, OR REGULATIONS

This Contract is subject to all conditions, provisions, and limitations included in CRMWD's water rights authorized by TCEQ, as those may be amended. This Contract is further subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. However, nothing contained in this Contract shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction. The District and Midland each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Contract in accordance with its terms.

SECTION 29. SEVERABILITY

The Parties hereto specifically agree that in case any one or more of the provisions of this Contract or the application of such provisions to any situation or circumstance should be held by a court of competent jurisdiction to be, for any reason, invalid, illegal or unenforceable, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, illegality, unenforceability, or contravention shall not affect any other provisions of this Contract or the application of such provisions to any other situation or circumstance, and it is intended that the provisions of this Contract shall be severable and the remaining provisions shall be construed and applied as if any such invalid, illegal or unenforceable provision had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

SECTION 30. GOVERNING LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws, regulations, and court decisions of the State of Texas. All amounts due under this Contract, including but not limited to payments or reimbursements due and owing under this Contract or damages for the breach of this Contract, shall be paid and be due in Howard County, Texas, which is the County in which the principal administrative offices of the District are located. It is specifically agreed among the Parties that Howard County, Texas, is the place of performance of this Contract, and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Howard County, Texas if in state court, and in a United States District Court for the Western District of Texas if in federal court.

SECTION 31. OTHER CHARGES

In the event any sales or use taxes, or taxes, assessments, or charges of any similar nature are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the Raw Water received by Midland under this Contract, the amount of any such tax, assessment, or charge shall be borne solely by Midland, in addition to all other charges and payments for which Midland is responsible under this Contract. In the event that the District shall be required to pay, collect, or remit any tax, assessment, or charge on Raw Water received by Midland under this Contract, then Midland shall promptly pay or reimburse the District for the entire share of the tax, assessment, or charge attributable to the water received by Midland, in the manner directed by the District.

SECTION 32. COMMUNICATION BETWEEN PARTIES; NOTICE

Midland agrees, at its sole expense, to operate and maintain and repair or replace as needed the equipment necessary for two-way communication with the District's operators at CRMWD's Central Control Station located in Big Spring, Texas, and equipment with the capability of reporting the 15 MG Midland Reservoir level and flow meter data to the District, which shall be installed and operational as of the Effective Date

of this Contract. Midland has the option to use either commercial telephone equipment, installed at an appropriate location in proximity to Midland's distribution system, or another method of two-way communication chosen by Midland and agreeable to the District's General Manager.

Except for any situation where this Contract expressly requires a different form of notice, all notices, payments, and other communications required or allowed to be given under this Contract by either Party to the other Party ("Notice") shall be in writing and be given by depositing the Notice in the United States mail postpaid and registered or certified, with return receipt requested, and addressed to the Party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) business days after the notice is deposited in the mail. Notice may also be delivered in person or by nationally recognized courier services; in that case, the Notice is deemed effective as of the Party's actual receipt thereof. For purposes of Notice, the contact information and the designated representative for receipt of Notice for each of the Parties shall be as follows:

For the District:

Colorado River Municipal Water District
Attention: General Manager
P. O. Box 869
Big Spring, Texas 79721-0869
(432) 267-6341

And for Midland:

City of Midland
Attention: _____

Midland, Texas _____
(____) _____

Either Party may change its contact information or designated representative for Notice by giving written notice of the change to the other Party, as provided under this Section 32, at least fourteen (14) days before the change becomes effective.

SECTION 33. CAPTIONS; LEGAL CONSTRUCTION

The captions to the various sections and subsections of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract. This Contract has been negotiated and entered into by the Parties with each Party having the opportunity to confer with its counsel regarding the terms and conditions; therefore, the Parties agree that this Contract shall not be construed more or less favorably to either Party based on the drafting of its provisions.

SECTION 34. FURTHER ASSURANCES

The authorized representatives of the District and Midland shall take all further actions and shall execute and deliver to the other any other document or instrument which is necessary to fully carry out the transactions evidenced by this Contract.

SECTION 35. EFFECTIVE DATE

The Parties agree that this Contract is made as of _____, 202__ (the "Execution Date") to be effective upon the expiration of the 1966 Contract, which expires at the end of calendar year 2029 (the "Effective Date"). In furtherance of the Parties' intention that there shall be no gap or interruption in Raw Water delivery to Midland from the CRMWD System, the Parties agree to work cooperatively to accomplish any updates or modifications of their operations or billing practices that may be necessary to transition from their performance under the terms and conditions of the 1966 Contract to performance under the terms and conditions of this Contract.

IN WITNESS WHEREOF, the District, acting under authority of its governing body, and Midland, acting under authority of its governing body, have caused this Contract to be duly executed, to be effective as of the Effective Date stated above.

COLORADO RIVER MUNICIPAL WATER DISTRICT

By: Fred M. Jones, President

ATTEST:

Richard Steel, Secretary - Treasurer

[District Seal]

APPROVED AS TO FORM:

Attorneys for the District

CITY OF MIDLAND

By: Lori Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

[*City Seal*]

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

Exhibit A



Delivery Point



Alternate Delivery Point



STRATEGIC CONNECTIONS

Goal 4: Transparent + Consistent Communication

- Strategies 4.1, 4.2, 4.3
- Clear internal and external communication strengthened collaboration during the emergency response and built public confidence in Utilities operations.

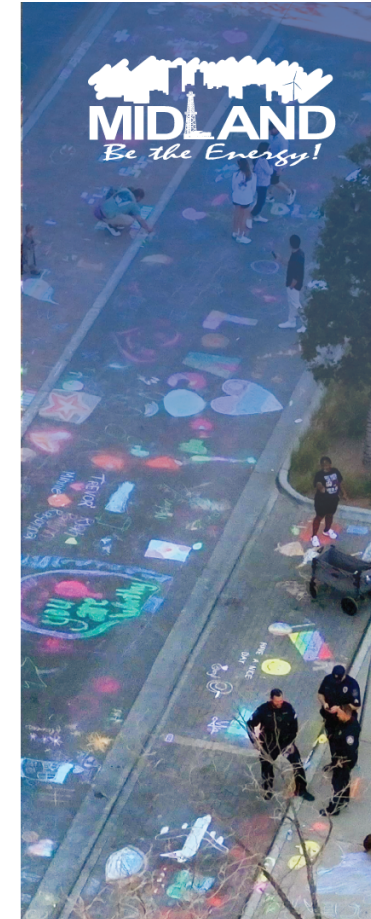
Goal 5: Provide Sound Governance + Fiscal Management

- Strategies 5.2, 5.6, 5.10
- Timely repairs, targeted capital reinvestment, and proactive maintenance demonstrate effective service delivery and a learning organization approach.

Goal 6: Strengthen and Sustain Our Infrastructure

- Strategies 6.1, 6.5
- Long-term supply secured through CRMWD contract; critical system improvements (valves, sensors, flow meters) ensure reliable water delivery.

2



COLLABORATIVE ALIGNMENT LED TO REAL RESULTS

- The **comprehensive After-Action Review** (AAR) process—developed in close coordination with City Council and Management—marked a new standard for how we reflect, plan, and act following operational challenges.
- This collaborative approach ensured alignment across departments, empowered timely decision-making, and helped prioritize critical infrastructure investments.
- Unlike past incidents, where follow-up was often fragmented or completely missing, the structured AAR in this case created a shared roadmap that has directly informed our progress—from treatment plant restoration to strategic system upgrades.
- The outcome: **unified momentum** that turned short-term fixes into **sustainable, long-term improvements**.

3



CURRENT WATER SUPPLY

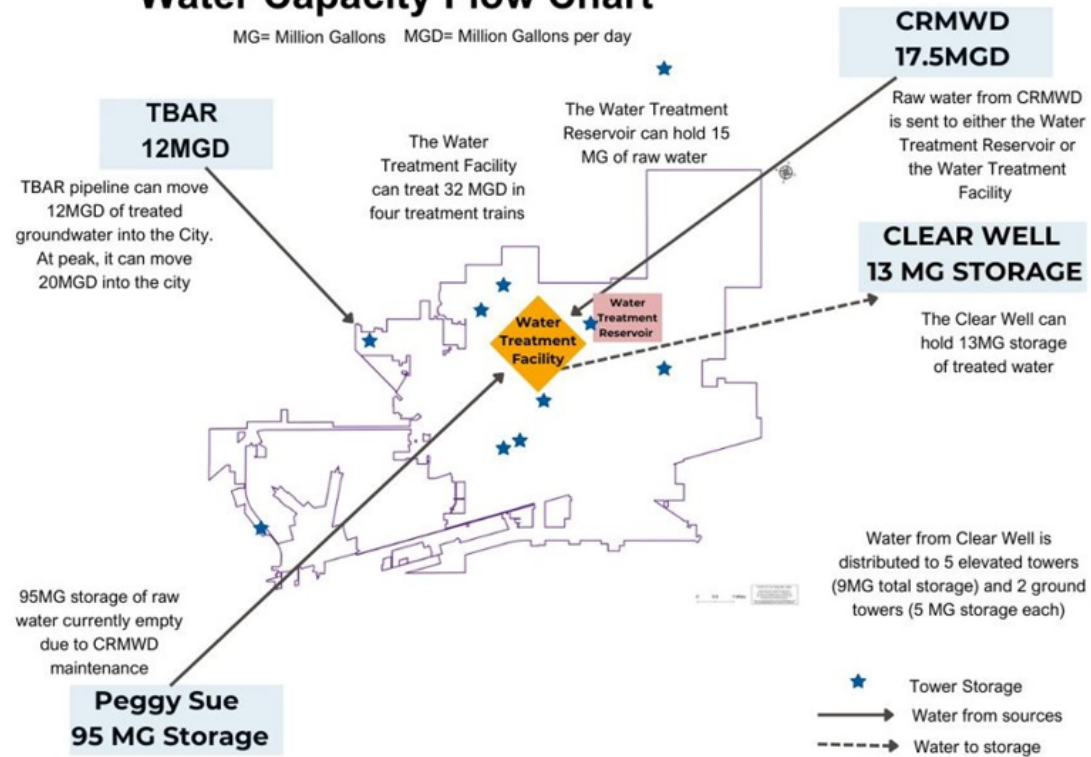
- **Full 32 MGD** Treatment Capacity (an increase from 8 MGD at it's low) Restored at the Water Treatment Plant
- Restored the ability to provide a max **20 MGD** from T-bar (increased from 7 MGD at it's low)
- **Increase in lake levels** over the last year:
 - O H Ivie from 27.8% to 54.7%
 - J B Thomas from 18.7% to 38.6%
 - E V Spence from 14.1% to 15.4%

4



Water Capacity Flow Chart

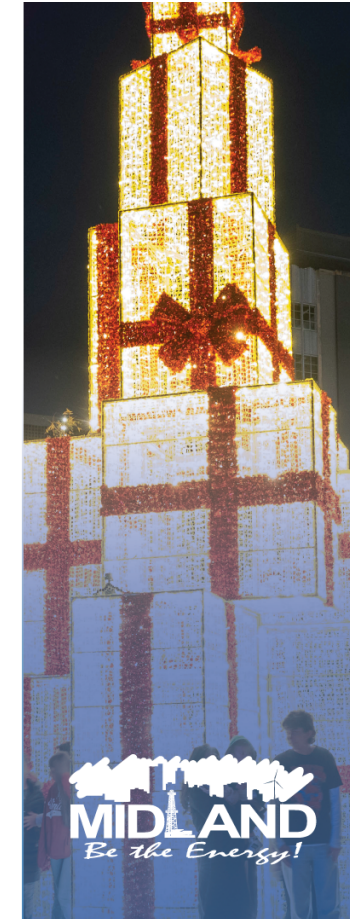
MG= Million Gallons MGD= Million Gallons per day



FUTURE WATER SUPPLY

- 2030 Raw Water Supply Contract with CRMWD
- Advanced treatment of Paul Davis and Tbar Groundwater Supplies
- Development of Phase 1 of the Fort Stockton Groundwater Supply
- Evaluating feasibility of Direct and Indirect Potable Reuse

6



REDUNDANCY IN THE SYSTEM

- Professional Services agreement for consultant to be the City's owner's rep for design build of a new water line from T-bar line to the Water Treatment Plant
- Professional Service agreement for the modeling and design for back-up groundwater supply at the Edgewood Ground Storage tanks

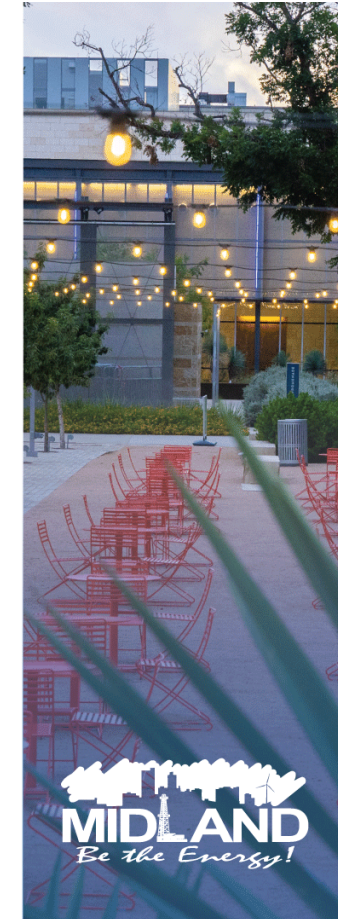
7



ACTIVE SYSTEM IMPROVEMENTS

- Initiated a 4-year satellite leak detection program (previous program **reduced winter breaks from 22 to 4** during two freezes)
- Initiated a multiyear valve exercise and repair contract
- Installed 30 actively monitored pressure gauges (34 more on order)
- Upgrading Zebra mussel treatment
- **Replaced two critical valves** at the water purification plant
- Installed new flow meter at the HWY 158 valve

8



IN SUMMARY: ADVANCING THROUGH PROCESS IMPROVEMENT

- **Focused support from City Council and Management** enabled Utilities to **prioritize long-term process improvements**—not just one-time fixes.
- **Collaborative AAR development** helped set a new standard for structured response and follow-through.
- **Dedicated leak detection** paired with **active pressure monitoring** is now a system-wide tool for proactive risk management.
- **A multi-year valve maintenance program** is underway to address system vulnerabilities before they become failures.
- **Redundancy planning** is now built into key infrastructure decisions—from backup supply lines to monitoring capabilities.

9



MISSION

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

